

City Council Regular Meeting
Tuesday, December 10, 2024 7:00 PM

Hickman Community Center/City Hall

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 November 26, 2024, City Council Meeting Minutes

5.B. Claims and Accounts Payable Report

6. Proclamations, Presentations, Appointments, Affirmations & Introductions
 - 6.A. Oath of Office, Newly Elected Council Member Justin Drahota
 - 6.B. Nomination & Election of 2025 Council President
 - 6.C. Resignation of Ray Paulson as Electrical Inspector
 - 6.D. Affirmation of Mayor's Appointments of City Appointed Officials, City Department Heads, Planning Commission, Board of Adjustments and Other City Positions and Assigned Committees
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 2024-16, an ordinance vacating the north/south alley in Block 19. (Third Reading)
10. New Business
 - 10.A. Resolution 2024-21, Holiday Greetings
 - 10.B. Ordinance 2024-21, amend Subdivision Agreement of Salt Creek Reserve 1st Addition.
 - 10.C. Wastewater Treatment Plant Project Change Order No. 10 for change in paving extents and slope, increase of \$5,885.70.
 - 10.D. Wastewater Treatment Plant Project Change Order No. 11 removing Bid Alternate 1: Sandblasting, repair, and repair of existing final clarifier from contract, decrease of \$84,630.00.
 - 10.E. Wastewater Treatment Plant Project Change Order No. 12 for change in oxidation effluent telescoping valve mounting and grating, headworks grating, and pump station lighting, increase of \$25,632.47.

- 10.F. Consideration of BizSecure Managed Services Renewal with Bizco Technologies for the amount of \$1,741.20 per month.
- 10.G. Invoice No. 2882 to Schmader Electric Construction Co. Inc. for Buel Phase 3 Apartment Complex (Hickman Hills) Electrical Infrastructure Project for the contracted amount of \$62,900.00 with consideration of request for waiver of Special Damages due to delivery date of materials.
- 10.H. Tort Claim, Property Repairs at 655 Chestnut Street
- 11. City Administrator's Report
- 12. Governing Body Comments & Council Correspondence
 - 12.A. Norris Public Power District notification of Electric Rate increase.
 - 12.B. The City Office Closed for Christmas on Wednesday, December 25, 2024; and New Year's, Wednesday, January 1, 2025
- 13. Meeting Adjournment

MINUTES OF THE HICKMAN CITY COUNCIL MEETING HELD November 26, 2024

Mayor Phil Goering called the meeting to order at 7:05 pm on November 26, 2024, and referenced the meeting recording process, optional sign in sheet, and open meeting law posting. All those present stood and recited The Pledge of Allegiance. Mayor Phil Goering and Council Members Tina Ziemann, Dave Kulwicki, Steve Noren, Travis Borchardt, Doug Wagner, and John Meese were present for Roll Call. Prior notice of the meeting and agenda were provided to the Mayor and all members of the Governing Body. Notice of the meeting was distributed and posted at Hickman City Hall, U.S. Post Office-Hickman, U-Stop Market, and the City of Hickman Website.

Mayor Communications

Mayor Goering wanted to wish everyone a Happy Thanksgiving.

Consent Agenda

The Consent Agenda included approval of the November 12, 2024, City Council Meeting Minutes, Claims and Accounts Payable Report, and Monthly City Sales Tax Report. The City Treasurer presented the Claims and Accounts Payable Report and the Monthly City Sales Tax Report. Motion by Council Member Noren and a second by Ziemann to approve the Consent Agenda as presented. The following Council Members voted "YEA": Ziemann, Kulwicki, Noren, Borchardt, Meese and Wagner. The following Council Members voted "NAY": None. Motion passed 6-0.

Proclamations, Presentations, Appointments, Affirmations & Introductions - None

Reports

The Public Works Director presented the Public Works and Parks and Recreation Department Report. The City Administrator presented the City Code Violations, Abatements, Nuisances and Permits reports. Motion by Council Member Noren and a second by Wagner to approve reports. The following Council Members voted "YEA": Ziemann, Kulwicki, Noren, Borchardt, Meese and Wagner. The following Council Members voted "NAY": None. Motion passed 6-0.

Public Hearings - None

Unfinished Business

Mayor Goering introduced Ordinance 2024-14 for the second reading, an ordinance to amend the official zoning map of the City of Hickman, Lancaster County, Nebraska; to zone certain property now zoned TA Transitional Agriculture District To R-2 Medium Density Residential District; and to provide for an effective date hereof. Mayor Goering invited Scott Wobig, 19974 S. 120th, Hickman, to speak on the registered agenda topic speaker card he gave to the recording clerk. Wobig explained that he is the owner and builder of Etmund Estates and wanted to clarify where they were at with the project. There is an easement that runs along the south side of the property. Lancaster Rural Water District, NRD, and the two property owners to the west use that easement. The plan was to get rid of the easement, but neither Rural Water District nor NRD are willing to relinquish the easement. New access routes will be created for the two property owners off of Ridge Rd and Cyprus Blvd, the gravel will be stripped off and a grass easement will remain. There will be about 30 days of mass grading, the utilities will be laid through the winter and paving will start when the frost is out in the spring. Motion by Council Member Doug Wagner and a second by Steve Noren to waive the three-reading rule for Ordinance 2024-14. The following Council Members voted "YEA": Ziemann, Kulwicki, Noren, Meese and Wagner. The following Council Members voted "NAY": Borchardt. Motion passed 5-1. Motion by Council Member Doug Wagner and a second by Travis Borchardt to approve Ordinance

2024-14 on the second and final reading. The following Council Members voted "YEA": Ziemann, Kulwicki, Noren, Borchardt, Meese and Wagner. The following Council Members voted "NAY": None. Motion passed 6-0.

Mayor Goering introduced Ordinance 2024-15 for the second reading, which is for the reduction of speed limit to 25mph on 7th Street (Hickman Rd) from 54th Street to 68th Street (Chestnut Street). Ordinance 2024-15, an Ordinance To Amend The Municipal Code Of The City Of Hickman, Lancaster County, Nebraska; to repeal and amend Chapter 4, Article 1, Traffic Regulations, Section 109 Speed Limits; to provide for publication; and to provide for the effective date hereof and ordering the publication of the ordinance in pamphlet form. The City Administrator shared that a letter of concern had been received in opposition to changing the speed limit. The letter was previously distributed to the Mayor and City Council. Deputy Parmer reported that he found traffic was at higher speeds going west out of town than eastbound into town. Motion by Council Member Doug Wagner and a second by Travis Borchardt to not approve Ordinance 2024-15 on the second reading. The following Council Members voted "YEA": Ziemann, Kulwicki, Noren, Borchardt and Wagner. Motion passed 5-0, Council member Meese abstained.

Mayor Goering introduced Ordinance 2024-16 for the second reading. An ordinance to vacate the North/South alley lying within Block Nineteen (19), Adjacent To Lots 1,2,3,4,5,6,7,8,9,10,11, 12, Hickman, Lancaster County, Nebraska; bounded On the north by the south line of 3rd Street and the south by the north line of 2nd Street. (The "Alley"); and to relinquish title of property and provide title of the owners of the abutting real estate; to provide for the effective date hereof; and providing for publication of this ordinance in pamphlet form. The City Administrator reported they had received four consent waivers in favor of the vacation, notice of opposition and one property owner that verbally was in favor, but had not yet submitted the consent waiver. She also reported that she had spoken with the Fire Chief, and he had no concerns with the vacation of the alley. Motion by Council Member Wagner and a second by Noren to approve the second reading of Ordinance 2024-16. The following Council Members voted "YEA": Ziemann, Kulwicki, Noren, and Wagner. The following Council Members voted "NAY": Borchardt, Meese. Motion passed 4-2.

Mayor Goering presented Resolution 2024-20, Surplus Property Declaration. WHEREAS, The City of Hickman has authority under Nebraska State Statute 17-503.02 and Section 6-111 of the Municipal Code of Hickman, to order the sale of City owned personal property through the adoption of a resolution by the City Council directing the sale and the manner and terms of the sale, and WHEREAS, The City of Hickman has personal property with a fair market value of less than \$5,000.00, described as follows, that is hereby declared to be surplus property and the same is hereby directed to be sold at or above the stated minimum bids: 2014 Chevrolet Equinox LS AWD VIN # 1GNFLEEK0EZ115989 (Salvage Title) Minimum Bid: \$2,500.00 WHEREAS, The City of Hickman has established the following terms and conditions for the sale of the above described property: 1) Bids must be submitted via auctions on eBay at www.ebay.com; 2) Property has a salvage title and is being sold "as-is" without warranty; 3) Item will be sold to the highest bidder; if the highest bidder fails to make payment it will result in either a) the City accepting the next highest bid on eBay, or b) the City rejecting all bids and canceling the sale; 4) Payment must be made via PayPal, Money Order, personal

check or cash; 5) Sold property must be paid for within ten (10) business days after the date of auction ending; 6) Property will not be released until payment clears the City's bank or upon payment with cash; 7) Upon notification of payment clearing the City's bank, arrangements must be made within six (6) business days to remove the property from the City property between normal business hours (Monday through Friday; 7:30 am to 3:30 pm); NOW, THEREFORE, BE IT RESOLVED by the Mayor and Governing Body of the City of Hickman that the above described surplus property be sold by the City of Hickman after notice of such sale has been posted in three prominent places within the municipality for a period of not less than seven (7) business days prior to the sale of such property via eBay. Said notice shall give general description of the surplus property offered for sale and state the terms and conditions of such sale. Motion by Council Member Noren and a second by Ziemann to approve Resolution 2024-20 Surplus Property Declaration. The following Council Members voted "YEA": Ziemann, Kulwicki, Noren, Borchardt, Meese and Wagner. The following Council Members voted "NAY": None. Motion passed 6-0.

Mayor Goering presented Ordinance 2024-17, an ordinance vacating the north/south alley in Block 1. The City Administrator informed the Council that the six abutting property owners had been notified of the consideration to vacate the alley. There was one objection due to alley access to their garage, an objection because they wanted the City to maintain the trees and a response that said not to vacate and do not open it, just leave as is. Several of the citizens would like to see the trees remain and not be removed by the city. Mayor Goering invited Jeff Funk of 2801 Martell Rd, Roca to speak on the registered agenda topic speaker card he gave to the recording clerk. Mr. Funk represented his son Josh Funk of 637 Main St., Hickman, interest in the alley. He would like to see alley access off 7th Street to the north. Mayor Goering invited Rex Baker, 636 Maple St., Hickman to speak on the registered agenda topic speaker card he gave to the recording clerk. Mr. Baker is an adjacent property owner, and although he enjoys the shade from the trees in the alley, he does not want to be liable for the maintenance. If the City decides to vacate the alley, he wants the city to take the trees out. Motion by Council Member Wagner and a second by Borchardt to table Ordinance 2024-17 for the vacation of the alley in Block 1, to direct staff to investigate all options and to consult with legal counsel and insurance representatives regarding ramifications of leaving the alley as is. The following Council Members voted "YEA": Ziemann, Kulwicki, Noren, Borchardt, Meese and Wagner. The following Council Members voted "NAY": None. Motion passed 6-0.

Motion by Council Member Ziemann and a second by Borchardt to table Ordinance 2024-18, an ordinance regarding Municipal Electrical Deposits until Jan. 14th meeting. The following Council Members voted "YEA": Ziemann, Kulwicki, Noren, Borchardt, Meese and Wagner. The following Council Members voted "NAY": None. Motion passed 6-0.

Mayor Goering presented Ordinance 2024-19. The City Administrator explained that this ordinance was to clarify the adoption of the 2023 National Electrical Code as amended by the Nebraska State Electrical Act. Noren introduced Ordinance 2024 and asked the Clerk to read it by title. An ordinance relating to the adoption of an electrical code by reference; to adopt the National Electrical Code, 2023 Edition, as amended by the Nebraska State Electrical Act; to repeal conflicting ordinances and sections; to provide for the publication hereof in book or pamphlet form; and to provide for an effective date. Motion by Council Member Wagner and a

second by Noren to waive the three-reading rule for Ordinance 2024-19. The following Council Members voted "YEA": Ziemann, Kulwicki, Noren, Meese and Wagner. The following Council Members voted "NAY": Borchardt. Motion passed 5-1. Motion by Council Member Wagner and a second by Noren to approve Ordinance 2024-19 on the first and final reading. The following Council Members voted "YEA": Ziemann, Kulwicki, Noren, Borchardt, Meese and Wagner. The following Council Members voted "NAY": None. Motion passed 6-0.

Mayor Goering presented Ordinance 2024-20. Noren introduced Ordinance 2024-20 and asked the Clerk to read it by title. Ordinance 2024-20, an ordinance to amend Municipal Code Chapter 9 - Building Regulations; Article 4 - Adopted Codes; Section 9-405, Electrical Code; adopted by reference; amending National Electric Code (NEC), as amended by the Nebraska State Electrical Act; to repeal conflicting ordinances and sections; to provide for publication; to provide for the effective date hereof and ordering the publication of the ordinance in pamphlet form. Motion by Council Member Noren and a second by Wagner to waive the three-reading rule for Ordinance 2024-20. The following Council Members voted "YEA": Ziemann, Kulwicki, Noren, Meese and Wagner. The following Council Members voted "NAY": Borchardt. Motion passed 5-1. Motion by Council Member Wagner and a second by Ziemann to approve Ordinance 2024-20 on the first and final reading. The following Council Members voted "YEA": Ziemann, Kulwicki, Noren, Borchardt, Meese and Wagner. The following Council Members voted "NAY": None. Motion passed 6-0.

Motion by Council Member Wagner and a second by Borchardt to approve the request to use city property for the Annual Animal Run Event on Saturday February 1, 2024 with Proof of Insurance. The following Council Members voted "YEA": Ziemann, Kulwicki, Noren, Borchardt, Meese and Wagner. The following Council Members voted "NAY": None. Motion passed 6-0.

Motion by Council Member Wagner and a second by Ziemann to approve Certificate of Payment No. 12 to Neuvirth Construction, Inc. for the Hickman Wastewater Treatment Plant Head Works and Final Clarifier Improvements in the amount of \$485,438.95. The following Council Members voted "YEA": Ziemann, Kulwicki, Noren, Borchardt, Meese and Wagner. The following Council Members voted "NAY": None. Motion passed 6-0.

Motion by Council Member Ziemann and a second by Noren to approve consideration to cancel December 24, 2024 City Council Regular Scheduled Meeting and Consolidate City Business into the January 14, 2025 City Council Meeting. The following Council Members voted "YEA": Ziemann, Kulwicki, Noren, Borchardt, Meese and Wagner. The following Council Members voted "NAY": None. Motion passed 6-0.

City Administrator's Report

The City Administrator reported the following: A new doctor will be moving their practice to Hickman in February of 2025; Hickman Road construction will be starting in April of 2028; and Allo Communications will be having an open house on December 18, 2024. Motion by Council Member Ziemann and a second by Wagner to approve the City Administrator's report as presented. The following Council Members voted "YEA": Ziemann, Kulwicki, Noren,

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

Governing Body Comments & Council Correspondence - None

Adjournment

Motion by Council Member Borchardt and a second by Ziemann to adjourn meeting at 9:15 p.m. The following Council Members voted "YEA": Ziemann, Kulwicki, Noren, Borchardt, Meese and Wagner. The following Council Members voted "NAY": None. Motion passed 6-0.

Phil Goering, Mayor

Michele Lincoln, CMC, City Clerk

DRAFT

City Council Meeting December 10, 2024
Accounts Payable through December, 2024

MANDATORY CLAIMS 12/10/2024

DATE	REF/CK #	VENDOR/PAYEE	DESCRIPTION/INVOICE	AMOUNT
12/2/2024	EFT	AFLAC	Voluntary Premiums December 2024	552.24
12/2/2024	EFT	All Copy	Postage Meeter Added funds on 12/2/2024	600.00
12/9/2024	EFT	Black Hills	Acct #xxxx4404 - 115 Locust Street December 2024	70.02
12/9/2024	EFT	Black Hills December 2024	Acct #xxxx0260 - 588 Chestnut	119.02
12/9/2024	EFT	Black Hills December 2024	Acct #xxxx1874 - 5th Street Shop December 2024	77.04
12/9/2024	EFT	Medica December 2024	Health Insurance Premiums December 2024	8,424.32
12/2/2024	EFT	Office Max/Office Depot	Engraved Wall Sign December 2024	16.99
12/16/2024	EFT	United Health Care	Life, Dental, & Vision Premiums December 2024	869.06
12/1/2024	EFT	UNUM	Long Term Disability Premiums December 2024	189.91
12/1/2024	EFT	Verizon	Account 090489853 December 2024	287.26
12/1/2024	EFT	Windstream	Account 091792026 December 2024	879.63
12/1/2024	EFT	Windstream December 2024	Account 091792029 December 2024	75.99
12/1/2024	EFT	XPress Bill Pay	INV-XPR019243	142.25
Total				12,303.73

WELLS FARGO ADMIN CARD 3079

DATE	REF/CK #	VENDOR/PAYEE	DESCRIPTION/INVOICE	AMOUNT
11/7/2024	EFT	WELLS FARGO -- AMAZON	HAEDA -- GIANT CHECK FOR AWARDS -- REIMBURSED BY HAEDA CK #1161	34.97
11/5/2024	EFT	WELLS FARGO -- GOOGLE	ADMIN -- GOOGLE DRIVE STORAGE ACCOUNT NOVEMBER 2024	9.99
10/23/2024	EFT	WELLS FARGO -- HANNAH INSTRUMENTS	INVCO248524-S --DIGITAL PORTABLE METER & DIGITAL OXYGEN PROBE	1,019.98
Total				1,064.94

WELLS FARGO CITY CARD 7968

DATE	REF/CK #	VENDOR/PAYEE	DESCRIPTION/INVOICE	AMOUNT
10/17/2024	EFT	WELLS FARGO -- NEBRASKA STATE PATROL	ADMIN -- BACKGROUND CHECK	15.50
11/18/2024	EFT	WELLS FARGO -- ADOBE	ADMIN --NOVEMBER 2024 MONTHLY SUBSCRIPTION -- ACTIVITIES COORDINATOR	13.70
11/18/2024	EFT	WELLS FARGO -- ADOBE	ADMIN -- NOVEMBER 2024 MONTHLY SUBSCRIPTION -- TREASURER	13.70
11/14/2024	EFT	WELLS FARGO -- ADOBE	ADMIN -- NOVEMBER 2024 MONTHLY SUBSCRIPTION -- OFFICE ASSISTANT	21.09
10/29/2024	EFT	WELLS FARGO -- AMAZON	ADMIN -- OFFICE SUPPLIES (CALENDAR, SHARPIES, PENS, STICKY NOTES)	67.85
10/31/2024	EFT	WELLS FARGO -- AMAZON	ADMIN -- OFFICE SUPPLIES (HEADSET, TAPE, ENVELOPE GLUE, CLOROX WIPES	78.23
10/31/2024	EFT	WELLS FARGO -- AMAZON	PW -- PACKING WRAP	69.00
12/6/2024	EFT	WELLS FARGO -- AMAZON PRIME	ADMIN -- MEMBERSHIP WAS IN ERROR - CANCELLED 12/6/2024 ONLY CHARGE	14.99
11/14/2024	EFT	WELLS FARGO -- INTUIT/QUICKBOOKS	ADMIN -- NOVEMBER 2024 MONTHLY SUBSCRIPTION ***FINAL PAYMENT***	409.00
11/14/2024	EFT	WELLS FARGO -- NEBRASKA FLOODPLAIN & STORMWATER MANAGERS ASSOCIATION	ADMIN-- REGISTRATION FOR 2024 ANNUAL MEMBERSHIP MEETING, NOVEMBER 21, 2024 IN LINCOLN NE. ATTENDED BY ZONING ENFORCEMENT OFFICER	20.00
10/23/2024	EFT	WELLS FARGO -- SAM'S CLUB	HAEDA -- CANDY FOR TRICK OR TREAT & SEWER -- COMPACT FRIDGE (REQUIRED)	275.74
11/14/2024	EFT	WELLS FARGO -- SCHEEL'S	PARKS -- VOLLEYBALLS MULTIPLE SIZES (PARKS WILL REIMBURSE GENERAL FUND)	369.84
Total				1,368.64

City Council Meeting December 10, 2024
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VENDOR CLAIMS 12/10/2024				INVOICE NUMBER	OPEN BALANCE
DATE	REF/CK #	VENDOR			
12/10/2024	34946	Border States		929497392 REINFORCED CONCRETE UTILITY VAULT	1,636.92
12/10/2024	34946	Border States		DOC # 1600795875 CREDIT MEMO	(165.90)
12/10/2024	34947	Brown, Chelsey		INV0076 NOVEMBER 2024 CLEANING	1,000.00
12/10/2024	34948	Dale's Consulting & Inspection Services		NOVEMBER 2024 CONSULTING FEES	1,350.00
12/10/2024	34949	David E Hochstetler Jr		NOVEMBER 2024 INSPECTIONS	100.00
12/10/2024	34950	Hawkins Inc		6930815 CHLORINE CYLINDER & CHLORINE	934.62
12/10/2024	34951	Hickman True Value		2411-107969 GARAGE DOOR BATTERY	5.99
12/10/2024	34951	Hickman True Value		2411-108517 ANTI FREEZE FOR PARK BATHROOM WINTERIZATION	19.98
12/10/2024	34951	Hickman True Value		2411-108596 GREASE ZURKS	9.14
12/10/2024	34951	Hickman True Value		2411-384152 SHOP BATTERIES	9.99
12/10/2024	34952	Hoffschneider Law		DECEMBER 2024 MONTHLY SERVICES	2,000.00
12/10/2024	34953	Hoglund, Heidi - Reimb.		2024 NEFGMA ATTENDANCE MEAL & MILEAGE RBT	50.75
12/10/2024	34954	Howell, Molly		UTILITY DEPOSIT REFUND	100.00
12/10/2024	34955	Kreifels, Jeffrey		NOVEMBER 2024 PLAN REVIEWS	600.00
12/10/2024	34956	Lancaster County Sheriff's Office		C3598 EXTRA DUTY SHERIFF PATROL	1,082.28
12/10/2024	34956	Lancaster County Sheriff's Office		C3599 BASE CONTRACT SHERIFF PATROL	12,616.00
12/10/2024	34957	Lincoln Winwater Works		107437-01 REPAIR CLAMPS FOR WATER PLANT	749.46
12/10/2024	34958	Max I Walker's Uniform Rental		1375706 CLEANING SUPPLIES & UNIFORMS	43.88
12/10/2024	34959	Nebraska Statewide Arboretum - UNL		855152 ANNUAL DUES	150.00
12/10/2024	34960	Norland Pure		518748 ACCT #00515 OFFICE WATER	42.96
12/10/2024	34960	Norland Pure		520055 ACCT #00515 OFFICE WATER	32.97
12/10/2024	34961	Olsson		511612 HICKMAN SCOTT'S CREEK TRAIL AUG 4-SEPT 7, 2024	511.43
12/10/2024	34961	Olsson		519628 HICKMAN CONSULTING SERVICES PROJECT 020-31290	1,372.14
12/10/2024	34962	One Call Concepts, Inc.		4110151 NOVEMBER 2024 DIGGERS HOTLINE NOTIFICATIONS	49.52
12/10/2024	34963	Paper Tiger Shredding		209148 MONTHLY SHREDDING SERVICE	35.00
12/10/2024	34964	Paulson, Ray		NOVEMBER 2024 INSPECTIONS	750.00
12/10/2024	34965	T & R Electric		180503 MISC ITEMS AND SERVICES	205.00
12/10/2024	34966	TAPCO		1789063 NDEE GRANT CROSSWALK SUPPLIES & MATERIALS	37,518.01
12/10/2024	34967	ULINE		185626182 COMMUNITY CENTER CLEANING SUPPLIES	1,236.30
12/10/2024	34968	USPS - Postmaster		2024 FIRST CLASS PRESORT POSTAGE FEE PERMIT	350.00
12/10/2024	34969	Voice News		NOVEMBER 2024 PUBLICATIONS	44.93
12/10/2024	34970	Waters, Tobiaann		UTILITY DEPOSIT REFUND	100.00
12/10/2024	34971	Woods Aitken LLP		98086361 GENERAL LABOR FOR CUENT 10116	490.00
12/10/2024	34972	Zelle, LLC		6570 HR CONSULTING NOVEMBER 2024	3,000.00
Total					68,031.37

City Council Meeting December 10, 2024
Accounts Payable through December, 2024

MANDATORY PAYROLL CLAIMS 12/10/2024				AMOUNT
DATE	REF/CK #	VENDOR/PAYEE	DESCRIPTION/INVOICE	
11/27/2024	EFT	AMERITAS	401K -- EE & ER PAYMENT DECEMBER 2024	3,831.62
11/27/2024	34941	Erin M. McCartney, Chapter 13 Trustee	WITHHOLDING -- EE PAYMENT CK # 34941	504.00
11/27/2024	EFT	IRS	SOCIAL SECURITY -- ER & EE PAYMENT	4,622.34
11/27/2024	EFT	IRS	MEDICARE -- EE & ER PAYMENT	1,081.10
11/27/2024	EFT	IRS	FEDERAL TAX WITHHELD -- EE PAYMENT	2,822.51
11/27/2024	EFT	Mission Square (ICMA - RC)	ADMIN -- 457 PLAN ER PAYMENT	746.90
11/27/2024	EFT	Nebraska Child Support Payment Center	WITHHOLDING -- EE PAYMENT	217.85
11/27/2024	EFT	Nebraska Dept of Revenue	STATE TAX WITHHELD -- EE PAYMENT NOVEMBER 2024 PAYMENT	2,463.90
11/29/2024	EFT	PAYROLL TRANS FOR 11/23/2024 PAY PERIOD	STAFF PAYROLL	26,404.76
11/29/2024	EFT	PAYROLL TRANS FOR 11/23/2024 PAY PERIOD	COUNCIL PAYROLL	2,164.89
Total				44,859.87
MANDATORY LOAN/BOND PAYMENT CLAIMS 12/10/2024				AMOUNT
DATE	REF/CK #	VENDOR/PAYEE	DESCRIPTION/INVOICE	
12/4/2024	34942	FIRST STATE BANK	SCHOOL HOUSE LOAN #70012706 PAYMENT FINAL PAYMENT	2203.03
12/10/2024	34973	BOK FINANCIAL	GO WATER SERIES 2021 & GO REFUNDING BOND SERIES 2021B	372937.5
Total				375140.53

TOTAL CLAIMS FOR COUNCIL MEETING 12/10/2024 **502,769.08**

Reviewed and approved on December 10, 2024

Mayor Phil Goering	Council Member Ziemann
Council Member Wagner	Council Member Noren
Council Member Meese	Council Member Borchartd
Council Member Kulwicki	City Clerk/Recorder Michele Lincoln



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



OATH

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

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

Signature

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

Notary Public

My Commission Expires: _____



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



19 November 2024

Dear Mayor Phil Goering, City Council Members, Ms. Kelly Oelke and Ms. Heidi Hoglund:

Please accept this letter of resignation as the primary electrical inspector for the City of Hickman. I would like to be appointed as the alternate inspector to help the primary inspector if they are not able to get to an inspection in a timely manner or take a vacation. The contractors have been getting used to the idea that they cannot have an inspection on the very same day as the request. (Except in an emergency).

I would like to give my support for Mr. Brian Flood to be appointed as the primary electrical inspector. I have known Mr. Flood for quite a few years, ever since he was employed by Bryan Hospital. He is currently employed by the City of Lincoln as an electrical field inspector and is well liked by the electrical community. He will continue to work at this job and perform the Inspections for Hickman in the evenings and weekends. If we are both appointed, the contractors will be notified of these two changes, and they will continue to be well served. At your direction, I will be happy to acquaint Mr. Flood of the ways we serve our community, local amendments to the electrical code and policies of Norris Public Power.

I have enjoyed these times, having taken over from Bruce in his and his family's time of severe trials. It has been an honor to serve you.

Thank you,

Ray Paulson

Ray Paulson
Chief Electrical Inspector
City of Hickman
rpaulson@neb.rr.com
(402) 416-8899

**CITY OF HICKMAN NEBRASKA
APPOINTMENT OF OFFICIALS, BOARDS, COMMITTEES,
AND SERVICE PROVIDERS DECEMBER 2024 TO DECEMBER 2025**

APPOINTED OFFICIALS – 2024/2025

City Administrator	Kelly Oelke
City Clerk	Michele Lincoln
City Treasurer	Cari Forbes
City Attorney	Kelly R. Hoffschneider
City Engineer	Olsson
City Street Superintendent	Justin Stark, P.E. (Olsson)
City Electrical Engineer	Eric Eihusen, P.E. (Olsson)
City Building Inspector	Dale Stertz
Alternate	Tod Stertz
City Zoning Enforcement Officer	Heidi Hoglund
Commercial Plan Review	Gary Spier
City Electrical Inspector	Brian Flood
Alternate	Ray Paulson
City Plumbing Inspector	Jeffrey Kreifels
Alternate	Patrick Westlund
City HVAC Inspector	Dave Hochstetler, Sr.
Alternate	Dave Hochstetler, Jr.
City Police Chief	Terry Wagner, Lancaster County Sheriff's Office
City Emergency Management Director	Kelly Oelke
Alternate	Wade Luther

CITY SERVICES PROVIDERS

Official Publication of Record	The Voice News, Hickman, NE
Alternate	Lincoln Journal Star, Lincoln, NE
Financial Depositories	First State Bank Nebraska, Hickman, NE
	Nebr. Public Agency Investment Trust (NPAIT)
	Nebraska Bank, Hickman, NE
City Auditor/Public Accountant	Lengemann & Associates, PC

COMMISSIONS & BOARDS & COUNCILS

PLANNING COMMISSION

Term Ending: December 2025

Andrew Seuferer
Nancy Brandt
Paul Tran

Term Ending: December 2026

Lance Murry
Eldren Echternkamp
Charles Stewart – Alternate
Colby Huenink – ETJ Representative

Term Ending: December 2027

Josh Maurer
Cory Ostrander
Erik Nore

BOARD OF ADJUSTMENT

Term Ending: December 2025

Paul Tran – Planning Commission Representative
Matt Barber – Alternate

Term Ending: December 2026

Terry Ewing
Jo Farabee

Term Ending: December 2027

Scott Parker
Neil Lunzmann

HICKMAN ARTS COUNCIL

Term Ending: December 2025

Ben Lueders
Gina Boe

Term Ending: December 2026

Jane Stutheit
Bruce Becher
Nate Walenta

Term Ending: December 2027

Devin Petrzilka
Jennifer Folkerts

City Representative (Non-Voting), City Clerk or their designee

HICKMAN AREA ECONOMIC DEVELOPMENT ASSOCIATION ADVISORY COMMITTEE

Kelly Oelke, City Administrator
Mayor Phil Goering
Hickman Area Chamber of Commerce President
Hickman Area Community Foundation President
Travis Buel, Developer Sector
Norris School District 160, Superintendent
First State Bank Nebraska, Tim Kalkowski
Nebraska Bank, Michael Lauritsen
Kim Tegtmeyer, Wellness & Recreation Representative

BOARD OF HEALTH

Mayor Phil Goering
Kelly Oelke, City Administrator
Lancaster County Sheriffs Office (Deputy on Contract)
City Council President
Terrie Spohn, DNP, APRN-NP, FNP-BC

SAFETY COMMITTEE

Dave Kulwicki, City Council Member
Kelly Oelke, City Administrator
Wade Luther, Public Works Director
Michele Lincoln, City Clerk
Trent Georgiana, Public Works Staff
Luke Mattson, Public Works Staff

HICKMAN AREA COMMUNITY FOUNDATION BOARD REPRESENTATIVE

Justin Drahota, City Council Member

HICKMAN BUILDING FOUNDATION, BOARD OF DIRECTORS

President, Kelly Oelke
Secretary, Jack Scott
Treasurer, Tina Carpenter

GOVERNING BODY COMMITTEE APPOINTMENTS

CITY PERSONNEL COMMITTEE

Steve Noren
Doug Wagner
Travis Borchardt

CAPITAL IMPROVEMENT PLAN COMMITTEE

Doug Wagner
Travis Borchardt
Steve Noren

PARKS & TRAILS COMMITTEE

Tina Ziemann
Dave Kulwicki
Justin Drahota

These Mayoral appointments were approved by the majority of Hickman City Council on this 10th day of December, 2024.

Mayor Phil Goering

ATTEST:

(Seal)

Michele Lincoln - City Clerk

MINUTES OF THE HICKMAN PLANNING COMMISSION MEETING

December 3, 2024

Call to Order

Planning Commission Chair, Josh Maurer, called the Hickman Planning Commission Meeting to order at 7:00 PM on Tuesday, December 3, 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: Vice Chair Eldren Echternkamp, Lance Murry, Chair Josh Maurer, Paul Tran, Colby Huenink – ETJ Representative and Erik Nore. Planning Commission Members Nancy Brandt, Andrew Seufferer, Charles Stewart – Alternate and Cory Ostrander were recorded as absent and excused. Planning Commission Member was recorded as absent.

Approval of Minutes

Chair Maurer noted the minutes have been distributed/read. He asked if there were any corrections to the minutes of November 5, 2024, Planning Commission Meeting. Hearing none, a motion was made by Echternkamp and seconded by Nore to approve the November 5, 2024, Planning Commission Meeting Minutes. The following members voted “YEA,” Echternkamp, Murry, Tran, Maurer, Huenink, Nore. The following members voted “NAY,” none. Motion passed 6-0.

Presentations & Introductions

Marvin Planning Consultant’s Inc. Comprehensive Plan Update and Status Report. Keith Marvin and Mason Herrman presented the draft comprehensive plan. Mr. Marvin gave a presentation on Annexation. They will have a final document in the coming weeks and public hearings may be scheduled for the January 7th Planning Commission meeting. No motion made as 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 Murry and seconded by PC member Tran to adjourn the meeting at 8:25 PM. The following members voted “YEA,” Echternkamp, Murry, Tran, Maurer, Huenink, Nore. The following members voted “NAY,” none. Motion passed 6-0.

Josh Maurer, Chair

Date

Heidi Hoglund, Recording Clerk

Date

November 2024 Community Center Report

12 Inquiries

4 Tours

42 Participants Sign in for Open Gym Time

79 Participants for Adults Only Pickleball Open Play

In Meeting Rooms, A & B

- 5 Nonprofit Meetings
- 1 Wedding
- 1 Homeowner Association Meeting
- 1 Norris Public Power District Open House

In the Multipurpose Room

- 5 Adults Only Pickleball Open Plays
- 2 HACFF Women's Volleyball Game Days
- 10 NYBA Practices
- 6 Private Basketball Practices
- 2 Birthday Parties
- 1 Norris Softball End of Season Banquet
- 1 Lancaster County General Election
- 1 Wedding

Upcoming Events for Community in December 2024 and January 2025

- Adults Only – Pickleball Open Play 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 Games
- NYBA Practices and Holiday Break Practices
- Private Basketball Practices and a Tournament
- Reading Centre Patron Holiday Party, December 14, 2024
- **** NEW **** Adults Only – Pickup Basketball
 - Tuesdays 5:30 AM – 7:30 AM, Beginning January 2025
 - Free admission, sign-in required
- Norris Jr Titans Basketball, Saturdays Beginning January 2025
- Cub Scouts Pack 64 Pinewood Derby, January 26, 2025

Hickman Youth Sports Announcements

- Online registration for Blue River League (BRL) Baseball and Softball opens January 1, 2025
- After the 2024 season, we have decided to proceed with an Umpire Organization for all home games and tournaments. We have also implemented a Parent Code of Conduct that all guardians must sign for their child or children to participate in Hickman Youth Sports. It is our hope that by implementing these new policies, we will assist in creating a safe, respectful, and fun atmosphere for children to play.
- Online registration for Tee Ball and Coach/Machine Pitch opens February 1, 2025

Damage to Report

- Replacement of a rectangle table cart within the Community Center due to wear and no longer safe to handle.
- 2 damaged round tables were found. Will be repaired by Public Works Department.

RETURN TO:
City of Hickman
PO Box 27
Hickman, NE 68372

ORDINANCE NO. 2024-16
ALLEY VACATION

AN ORDINANCE TO VACATE THE NORTH/SOUTH ALLEY LYING WITHIN BLOCK NINETEEN (19), ADJACENT TO LOTS 1,2,3,4,5,6,7,8,9,10,11, 12, HICKMAN, LANCASTER COUNTY, NEBRASKA; BOUNDED ON THE NORTH BY THE SOUTH LINE OF 3RD STREET AND THE SOUTH BY THE NORTH LINE OF 2ND STREET. (THE "ALLEY"); AND TO RELINQUISH TITLE OF PROPERTY AND PROVIDE TITLE OF THE OWNERS OF THE ABUTTING REAL ESTATE; TO PROVIDE FOR THE EFFECTIVE DATE HEREOF; AND PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

Section 1. The City Council of the City of Hickman, Nebraska, finds it is in the best interest of the city and expedient for the public good to vacate the North/South alley lying within Block Nineteen (19), adjacent to lots 1,2,3,4,5,6,7,8,9,10,11, 12, Hickman, Lancaster County, Nebraska; bounded on the north by the south line of 3rd Street and the south by the north line of 2nd Street. (the "Alley");

Section 2. The City shall maintain an easement over the Alley for maintenance of all City utilities located within the Alley and reserves its right to maintain, operate, repair, and renew public utilities existing at the time title to the Alley is vacated and there is reserved to the City any public utilities, and any cable television systems the right to maintain, repair, renew, and operate water mains, gas mains, pole lines, conduits, electrical transmission lines, sound and signal transmission lines, and other similar services and equipment and appurtenances, including lateral connections or branch lines, above, on, or below the surfaces of the ground that are existing as valid easements at the time title to the Alley is vacated for purposes of serving the general public or the abutting properties and to enter upon the premises to accomplish such purposes at any and all reasonable times.

Section 3. Whereas proper notice was given by first class mail and/or verbal notice to all abutting property owners.

Section 4. Special damages shall be awarded to any abutting property who has not waived their rights to special damages pursuant to Hickman Municipal Code Section 6-214.

Section 5. The City of Hickman hereby vacates the Alley identified as the North/South alley lying within Block Nineteen (19), adjacent to lots 1,2,3,4,5,6,7,8,9,10,11, 12, Hickman, Lancaster County, Nebraska; bounded on the north by the south line of 3rd Street and the south by the north line of 2nd Street. (the "Alley").

Section 6. The vacation of such Alley shall revert to the owners of the abutting real estate, one-half on each side thereof, and become a part of such property as contemplated by Neb. Rev. Stat. Section 17-558(2).

Section 7. Upon passage by the City Council of the City of Hickman, a true and correct copy of this ordinance shall be filed with the Register of Deeds of Lancaster County, Nebraska to evidence the vacation of the Alley and the relinquishment of title of the City of Hickman to the owners of the abutting real estate.

Section 8. This ordinance shall take effect and be in full force from and after its passage, approval, and publication or posting as required by law. This ordinance shall be published in pamphlet form.

Passed and approved this _____ day of _____, 2024.

Mayor Phil Goering

(SEAL)

ATTEST: _____

Michele Lincoln, City Clerk

**RESOLUTION NO. 2024-21
HOLIDAY GREETINGS
MERRY CHRISTMAS & HAPPY NEW YEAR**

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

That the City Council and employees of the City of Hickman join together to extend Holiday Greetings and Best Wishes to the citizens of Hickman and the surrounding area; for a joyous Christmas and a Happy New Year filled with peace, happiness and prosperity; and that the joy which is shared during the Christmas season remain in our hearts throughout the year.

The foregoing Resolution having been read, Motion by Council Member _____ and seconded by Council Member _____ for the passage and adoption of said Resolution, and after consideration, thereof, the roll was called on the passage and adoption of said Resolution and the following Council Members voted Aye: -

_____.

The following voted Nay: _____.

A majority of all members elected to the Council having voted in favor the passage and adoption of said Resolution, the same was by the Mayor declared as passed and adopted this the 10th day of December, 2024.

CITY OF HICKMAN

Mayor Phil Goering

ATTEST:

Michele Lincoln, City Clerk

(SEAL)

After recording please return to:
City of Hickman
115 Locust Street, P.O. Box 127
Hickman, NE 68372

ORDINANCE NO. 2024-21

AN ORDINANCE TO AMEND THE SUBDIVISION AGREEMENT OF SALT CREEK RESERVE 1ST ADDITION, A SUBDIVISION WITHIN THE ZONING JURISDICTION OF THE CITY OF HICKMAN, LANCASTER COUNTY, NEBRASKA; AND TO PROVIDE FOR AN EFFECTIVE DATE THEREOF.

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

Section 1. Salt Creek Reserve 1st Addition is a subdivision within the zoning jurisdiction of the City of Hickman, Lancaster County, Nebraska.

Section 2. That Section 24. f. of the Subdivision Agreement of Salt Creek Reserve 1st Addition, be amended to read as follows:

Exhibit Modifications. The Agreement exhibits attached hereto are hereby modified and incorporated into the Agreement by this reference as follows:

1. Salt Creek Reserve Preliminary Plat (Exhibit "C") page 2 of 7 pertaining specifically to Lot 10 ghost plat lines and building envelopes thereto, are hereby repealed and the attached (Exhibit "C-2") is hereby substituted in its place for Lot 10.

Section 3. The City of Hickman and the subdivider Buel Land Development Corporation hereby accept the Subdivision Agreement Amendment as stated above in Section 2 of this Ordinance. This amended Subdivision Agreement contains covenants that run with the real property contained in the Salt Creek Reserve 1st Addition and are binding on all successors and assigns of the City of Hickman and Buel Land Development Corporation.

Section 4. This ordinance shall be in full force and effect from and after its passage and publication according to law.

PASSED AND APPROVED THIS 10TH DAY OF DECEMBER, 2024

City of Hickman
Phil Goering, Mayor

Subdivider: Buel Land Development Corp
Travis Buel, Manager

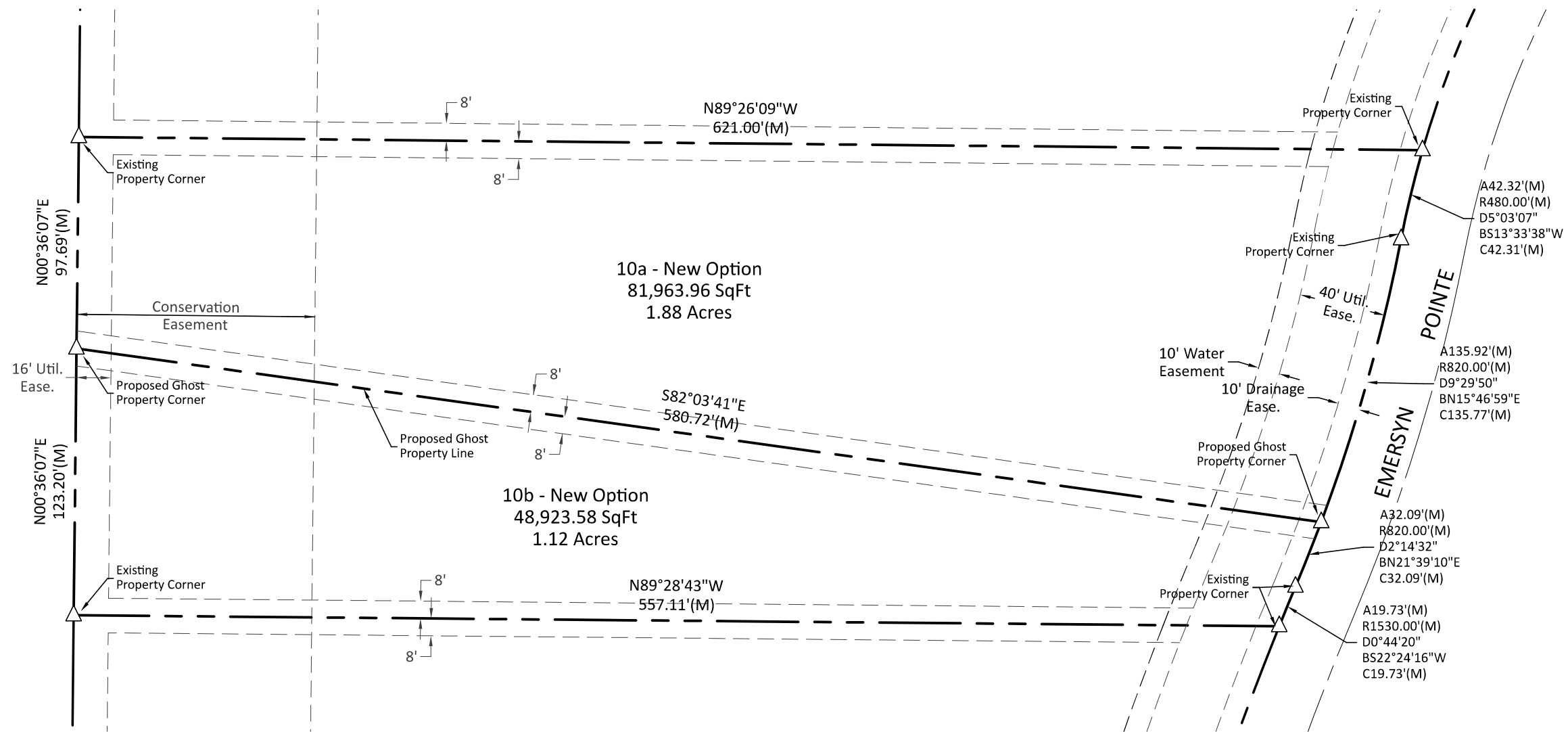
ATTEST:

Michele Lincoln, City Clerk

(CITY SEAL)

GHOST PLAT EXHIBIT C-2

LOT 10 "SALT CREEK 1ST ADDITION"
 19985 EMERSYN PT.
 CITY OF HICKMAN, LANCASTER COUNTY, NEBRASKA
 For: Riley & Abby Russell -- Travis Buel



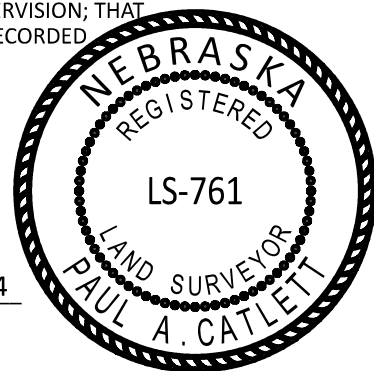
LAND SURVEYORS CERTIFICATE

I, PAUL A. CATLETT, NEBRASKA REGISTERED LAND SURVEYOR NO. 761, DULY REGISTERED UNDER THE LAND SURVEYOR'S REGULATION ACT, DO HEREBY STATE THAT I HAVE PERFORMED A SURVEY OF THE LAND DEPICTED ON THE ACCOMPANYING PLAT; THAT SAID PLAT IS A TRUE DELINEATION OF SAID SURVEY PERFORMED PERSONALLY OR UNDER MY DIRECT SUPERVISION; THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS, MARKED AS SHOWN, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT, AND IN ACCORDANCE WITH THE MINIMUM STANDARDS FOR SURVEYS IN NEBRASKA IN EFFECT AT THE TIME OF THIS SURVEY.

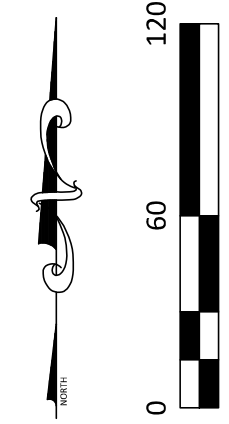
Paul Catlett

PAUL A. CATLETT
 NEBRASKA R.L.S. NO. 761

DATE: 11/26/24



CATLETT
 LAND SURVEYING
 BENNETT, NEBRASKA
 402-274-7525 : 402-217-5816
 WWW.CATLETTSURVEYING.COM

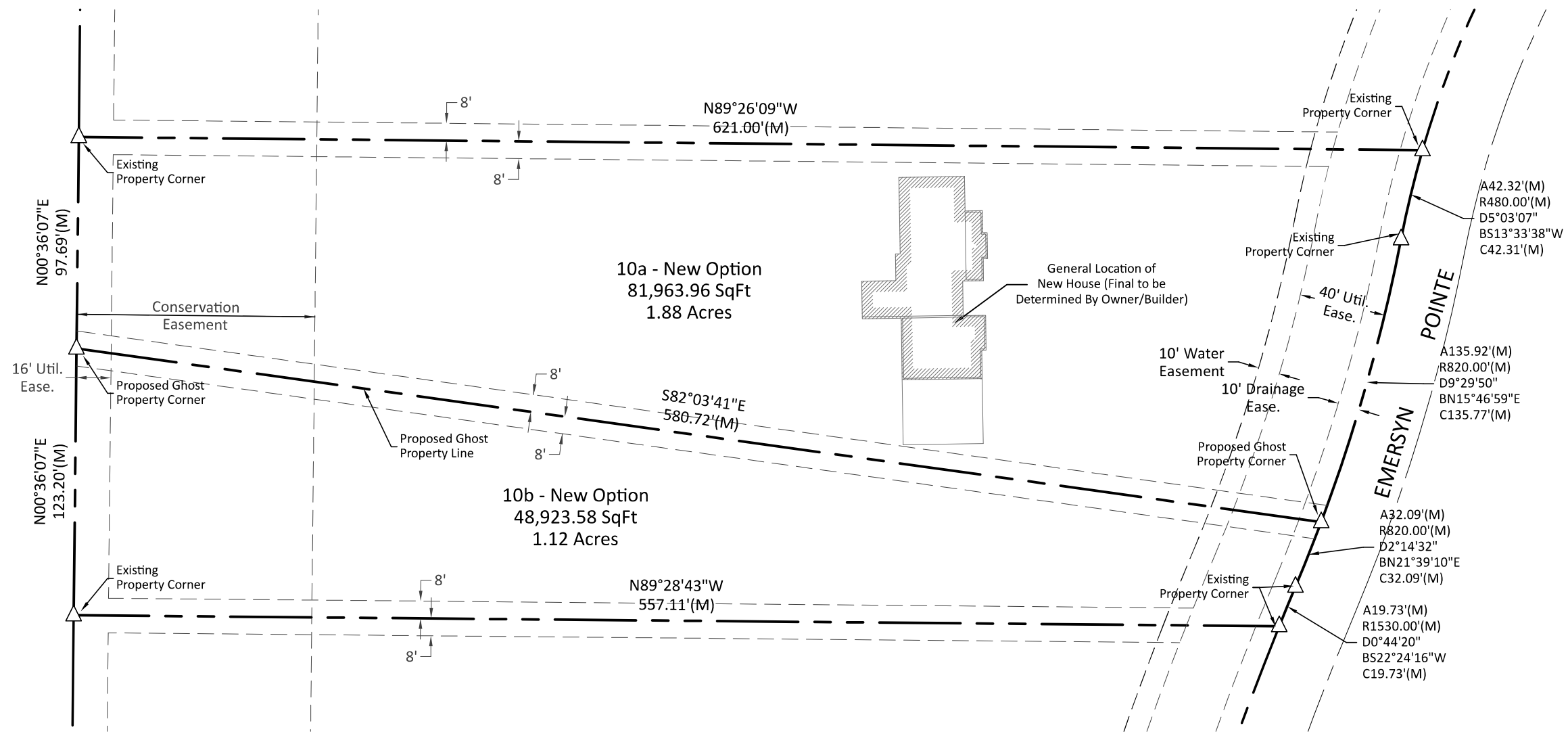


Drawn By: PC
 Checked By: TC
 Crew: PC
 Field: 11/15/24
 Drawing: 11/26/24
 Job #: 2019-085(24)
 Scale: 1" = 60'
 Sheet 1 of 1

- LEGEND**
- △ - SET SURVEY POINT AS INDICATED
 - - FOUND SURVEY POINT AS INDICATED
 - - CALCULATED SURVEY POINT
 - CTP - CRIMPED TOP PIPE
 - OTP - OPEN TOP PIPE
 - M - MEASURED DISTANCE
 - C - CALCULATED DISTANCE
 - P - PLAT DISTANCE
 - R - RECORDED DISTANCE
 - BOUNDARY LINE

GHOST PLAT EXHIBIT C-2

LOT 10 "SALT CREEK 1ST ADDITION"
 19985 EMERSYN PT.
 CITY OF HICKMAN, LANCASTER COUNTY, NEBRASKA
 For: Riley & Abby Russell -- Travis Buel



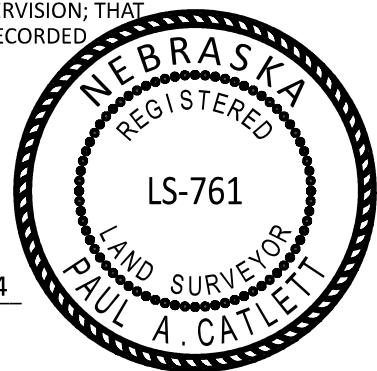
LAND SURVEYORS CERTIFICATE

I, PAUL A. CATLETT, NEBRASKA REGISTERED LAND SURVEYOR NO. 761, DULY REGISTERED UNDER THE LAND SURVEYOR'S REGULATION ACT, DO HEREBY STATE THAT I HAVE PERFORMED A SURVEY OF THE LAND DEPICTED ON THE ACCOMPANYING PLAT; THAT SAID PLAT IS A TRUE DELINEATION OF SAID SURVEY PERFORMED PERSONALLY OR UNDER MY DIRECT SUPERVISION; THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS, MARKED AS SHOWN, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT, AND IN ACCORDANCE WITH THE MINIMUM STANDARDS FOR SURVEYS IN NEBRASKA IN EFFECT AT THE TIME OF THIS SURVEY.

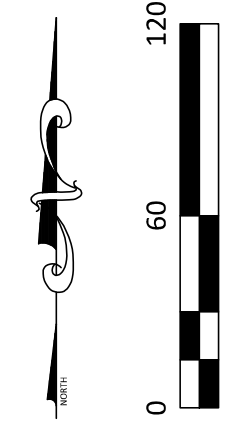
Paul Catlett

PAUL A. CATLETT
 NEBRASKA R.L.S. NO. 761

DATE: 11/26/24



CATLETT
 LAND SURVEYING
 BENNETT, NEBRASKA
 402-274-7525 : 402-217-5816
 WWW.CATLETTSURVEYING.COM



Drawn By: PC
 Checked By: TC
 Crew: PC
 Field: 11/15/24
 Drawing: 11/26/24
 Job #: 2019-085(24)
 Scale: 1" = 60'
 Sheet 1 of 1

- LEGEND**
- △ - SET SURVEY POINT AS INDICATED
 - - FOUND SURVEY POINT AS INDICATED
 - - CALCULATED SURVEY POINT
 - CTP - CRIMPED TOP PIPE
 - OTP - OPEN TOP PIPE
 - M - MEASURED DISTANCE
 - C - CALCULATED DISTANCE
 - P - PLAT DISTANCE
 - R - RECORDED DISTANCE
 - BOUNDARY LINE

CHANGE ORDER

No. 10



Date of Issuance: December 5, 2024 Effective Date: December 5, 2024

Project: Hickman, NE WWTF Headworks and Final Clarifier	Owner: City of Hickman	Owner's Contract No.:
Contract: Base Bid – Lump Sum		Date of Contract: July 20, 2023
Contractor: Neuvirth Construction, Inc.		Engineer's Project No.: 021-01497

The Contract Documents are modified as follows upon execution of this Change Order:

Description:
 Change in paving extents and slope.

Attachments: (List documents supporting change): CPR 18

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>3,966,900.00</u>	Original Contract Times: Substantial Completion (days or date): <u>June 15, 2024</u> Ready for Final Payment (days or date): <u>July 15, 2024</u>
Increase from previously approved Change Orders No. <u>1</u> to No. <u>9</u> : \$ <u>229,557.18</u>	Increase from previously approved Change Orders No. <u>1</u> to No. <u>9</u> : Substantial Completion (days or date): <u>195 days</u> Ready for Final Payment (days or date): <u>181 days</u>
Contract Price prior to this Change Order: \$ <u>4,195,457.18</u>	Contract Times prior to this Change Order: Substantial Completion (days or date): <u>December 27, 2024</u> Ready for Final Payment (days or date): <u>January 12, 2025</u>
Increase of this Change Order: \$ <u>5,855.70</u>	Increase of this Change Order: Substantial Completion (days or date): <u>14 days</u> Ready for Final Payment (days or date): <u>14 days</u>
Contract Price incorporating this Change Order: \$ <u>4,202,312.88</u>	Contract Times with all approved Change Orders: Substantial Completion (days or date): <u>January 10, 2025</u> Ready for Final Payment (days or date): <u>January 26, 2025</u>

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By:  Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: <u>Engineer</u>	Title: _____	Title: _____
Date: <u>12/5/2024</u>	Date: _____	Date: _____

Approved by Funding Agency (if applicable):

By: _____ Title: _____ Date: _____



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

To: City Of Hickman	Contact:
Address: Hickman, NE	Phone:
	Fax:
CO Name: Paving Alterations	CO ID: CO19
Project Location:	CO Date: 4/6/2024

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Steps And Stem Wall	1.00	LS	\$6,050.48	\$6,050.48
2	Deduct Concrete For S/W Width	-0.75	CY	\$259.71	(\$194.78)
3	Time Extention	2.00	WK	\$0.00	\$0.00

Total Bid Price: \$5,855.70

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Neuvirth Construction</p> <p>Authorized Signature: _____</p> <p>Estimator: _____</p>
--	---

CHANGE ORDER

No. 11



Date of Issuance: December 5, 2024 Effective Date: December 5, 2024

Project: Hickman, NE WWTF Headworks and Final Clarifier	Owner: City of Hickman	Owner's Contract No.:
Contract: Base Bid – Lump Sum		Date of Contract: July 20, 2023
Contractor: Neuvirth Construction, Inc.		Engineer's Project No.: 021-01497

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Removing Bid Alternate 1: Sandblasting, repair, and repair of existing final clarifier from contract.

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>3,966,900.00</u>	Original Contract Times: Substantial Completion (days or date): <u>June 15, 2024</u> Ready for Final Payment (days or date): <u>July 15, 2024</u>
Increase from previously approved Change Orders No. <u>1</u> to No. <u>10</u> : \$ <u>235,557.18</u>	Increase from previously approved Change Orders No. <u>1</u> to No. <u>10</u> : Substantial Completion (days or date): <u>209 days</u> Ready for Final Payment (days or date): <u>195 days</u>
Contract Price prior to this Change Order: \$ <u>4,202,312.88</u>	Contract Times prior to this Change Order: Substantial Completion (days or date): <u>January 10, 2025</u> Ready for Final Payment (days or date): <u>January 26, 2025</u>
Decrease of this Change Order: \$ <u>84,630.00</u>	Increase of this Change Order: Substantial Completion (days or date): _____ Ready for Final Payment (days or date): _____
Contract Price incorporating this Change Order: \$ <u>4,117,682.88</u>	Contract Times with all approved Change Orders: Substantial Completion (days or date): <u>January 10, 2025</u> Ready for Final Payment (days or date): <u>January 26, 2025</u>

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: By: _____ By: _____
 Engineer (Authorized Signature) Owner (Authorized Signature) Contractor (Authorized Signature)

Title: Engineer Title: _____ Title: _____
 Date: 12/5/2024 Date: _____ Date: _____

Approved by Funding Agency (if applicable):

By: _____ Title: _____ Date: _____

CHANGE ORDER

No. 12



Date of Issuance: December 5, 2024 Effective Date: December 5, 2024

Project: Hickman, NE WWTF Headworks and Final Clarifier	Owner: City of Hickman	Owner's Contract No.:
Contract: Base Bid – Lump Sum		Date of Contract: July 20, 2023
Contractor: Neuvirth Construction, Inc.		Engineer's Project No.: 021-01497

The Contract Documents are modified as follows upon execution of this Change Order:

Description:
 Change in oxidation effluent telescoping valve mounting and grating, headworks grating, and pump station lighting.

Attachments: (List documents supporting change): WCD 03, 04, 05

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>3,966,900.00</u>	Original Contract Times: Substantial Completion (days or date): <u>June 15, 2024</u> Ready for Final Payment (days or date): <u>July 15, 2024</u>
Increase from previously approved Change Orders No. <u>1</u> to No. <u>8</u> : \$ <u>203,924.71</u>	Increase from previously approved Change Orders No. <u>1</u> to No. <u>8</u> : Substantial Completion (days or date): <u>153 days</u> Ready for Final Payment (days or date): <u>139 days</u>
Contract Price prior to this Change Order: \$ <u>4,170,824.71</u>	Contract Times prior to this Change Order: Substantial Completion (days or date): <u>November 15, 2024</u> Ready for Final Payment (days or date): <u>December 1, 2024</u>
Increase of this Change Order: \$ <u>25,632.47</u>	Increase of this Change Order: Substantial Completion (days or date): <u>42 days</u> Ready for Final Payment (days or date): <u>42 days</u>
Contract Price incorporating this Change Order: \$ <u>4,196,457.18</u>	Contract Times with all approved Change Orders: Substantial Completion (days or date): <u>December 27, 2024</u> Ready for Final Payment (days or date): <u>January 12, 2025</u>

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: By: _____ By: _____
 Engineer (Authorized Signature) Owner (Authorized Signature) Contractor (Authorized Signature)

Title: Engineer Title _____ Title: _____
 Date: 12/5/2024 Date _____ Date: _____

Approved by Funding Agency (if applicable):

By: _____ Title: _____ Date: _____

Work Change Directive No. 3

Date of Issuance: October 24, 2024

Effective Date: October 24, 2024

Project: Hickman, NE WWTF Headworks and Final Clarifier

Date of Contract: July 20, 2023

Owner: City of Hickman, Nebraska

Engineer: Olsson

Contractor: Neuvirth Construction, Inc.

Project No.: 021-01497

Contractor is directed to proceed promptly with the following change(s):

Description:

Washer/Compactor equipment discharge pipe support and slide gate mounting to be modified to meet requirements of manufacturer specific mounting.

Attachments:

Contractor pricing.

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

- Non-agreement on pricing of proposed change.
- Necessity to proceed for schedule or other Project reasons.


Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price **\$ 3,810.79 Increase**
 Contract Time 21 Days Increase


Basis of estimated change in Contract Price:

- Lump Sum
- Cost of the Work


RECOMMENDED:

By: 
 Engineer (Authorized Signature)
 Title: Engineer
 Date: 10/24/2024

AUTHORIZED BY:

By: 
 Owner (Authorized Signature)
 Title: Mayor
 Date: 10-25-2024

RECEIVED:

By: 
 Contractor (Authorized Signature)
 Title: President
 Date: 10/28/24

Digitally signed by Jacob Neuvirth
 DN: C=US, E=jacob@neuvirth.com,
 O=Neuvirth Construction, CN=Jacob
 Neuvirth
 Date: 2024.10.28 16:22:17 -05'00'

Approved by Funding Agency (if applicable)

By: _____ Date: _____
 Title: _____



Neuvirth Construction Inc.

7386 County Road P35
Blair, NE 68008

To: City Of Hickman		Contact:			
Address: Hickman, NE		Phone:			
		Fax:			
CO Name: Discharge Pipe Support		CO ID:	CO17		
Project Location:		CO Date:	4/6/2024		
Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Discharge Pipe Support	1.00	LS	\$2,156.69	\$2,156.69

Payment Terms:

Pricing is good for 30 days without purchase commitment.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Neuvirth Construction</p> <p>Authorized Signature: _____</p> <p>Estimator: _____</p>
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Neuvirth Construction Inc.

7386 County Road P35
Blair, NE 68008

To: City Of Hickman Address: Hickman, NE	Contact: Phone: Fax:
CO Name: Bar Gate Alterations Project Location:	CO ID: CO16 CO Date: 4/6/2024

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Bar Gate Alteration	1.00	LS	\$1,654.10	\$1,654.10
2	3 Week Time Extension	1.00	LS	\$0.00	\$0.00

Total Bid Price: \$1,654.10

Payment Terms:

Pricing is good for 30 days without purchase commitment.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Neuvirth Construction</p> <p>Authorized Signature: _____</p> <p>Estimator: _____</p>
---	---

Work Change Directive No. 4

Date of Issuance: November 5, 2024

Effective Date: November 5, 2024

Project: Hickman, NE WWTF Headworks and Final Clarifier

Date of Contract: July 20, 2023

Owner: City of Hickman, Nebraska

Engineer: Olsson

Contractor: Neuvirth Construction, Inc.

Project No.: 021-01497

Contractor is directed to proceed promptly with the following change(s):

Description:

Change in oxidation effluent telescoping valve mounting and grating because of existing conditions in structure. Removal of existing concrete above telescoping valve and installation of grating to provide access to existing telescoping valve.

Change Order 09 previously approved by the Council, but not yet accepted by Contractor would be disregarded as the work included in it is now included in this Work Change Directive.

Attachments:

Contractor pricing.

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

- Non-agreement on pricing of proposed change.
- Necessity to proceed for schedule or other Project reasons.


Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price	\$ 16,866.21	Increase
Contract Time	21	Days Increase

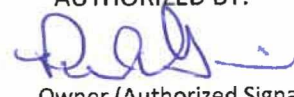
Basis of estimated change in Contract Price:

- Lump Sum
- Cost of the Work


RECOMMENDED:

By: 
 Engineer (Authorized Signature)
 Title: Engineer
 Date: 11/5/2024

AUTHORIZED BY:

By: 
 Owner (Authorized Signature)
 Title: Mayor
 Date: 11-12-2024

RECEIVED:

By: 
 Contractor (Authorized Signature)
 Title: President
 Date: 11/15/24

Digitally signed by Jacob Neuvirth
 DN: C=US, E=jacob@neuvirth.com,
 O=Neuvirth Construction, CN=Jacob
 Neuvirth
 Date: 2024.11.15 06:30:19-06'00'

Approved by Funding Agency (if applicable)

By: _____ Date: _____
 Title: _____



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

To: City Of Hickman	Contact:
Address: Hickman, NE	Phone:
	Fax:
CO Name: Bar Gate Alterations (REVISED)	CO ID: CO16
Project Location:	CO Date: 11/1/2024

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Bar Gate Alteration	1.00	LS	\$1,654.10	\$1,654.10
2	12" Flange Pipe Alteration	1.00	EACH	\$8,563.02	\$8,563.02
3	Core Drill	1.00	EACH	\$2,886.83	\$2,886.83
4	Painting	1.00	LS	\$1,375.40	\$1,375.40
5	Telescoping Valve Extention	1.00	LS	\$2,386.86	\$2,386.86
6	3 Week Time Extension	1.00	LS	\$0.00	\$0.00

Total Bid Price: \$16,866.21

Payment Terms:

Pricing is good for 30 days without purchase commitment.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Neuvirth Construction</p> <p>Authorized Signature: _____</p> <p>Estimator: _____</p>
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CHANGE PROPOSAL REQUEST 016



PROJECT: Hickman Wastewater Treatment Facility Improvements

OWNER:
City of Hickman
Attn: Ms. Kelly Oelke
115 Locust Street
Hickman, NE 68372

DATE OF ISSUANCE: October 23, 2024

ENGINEER'S PROJECT NO.: 021-01497

TO CONTRACTOR:
Neuvirth Construction, Inc.
Attn: Mr. Tony Lager
3400 Old Mormon Bridge Road
Crescent, IA 51526

ENGINEER:
Olsson
601 P Street, Suite 200
Lincoln, NE 68508

Please submit and itemized proposal for charges in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within 10 days or notify the Engineer in writing of the date on which you anticipate submitting your proposal. **THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.**

Description:

- Change in telescoping valve mounting and modification of existing structure.
- Addition of telescoping valve cone top.

Attachments:

Details for telescoping valve mounting.

General Contractor

Date

Olsson Recommendation:
 Recommend Acceptance
 Do Not Recommend Acceptance

Owner Action
 Accepted
 Not Accepted

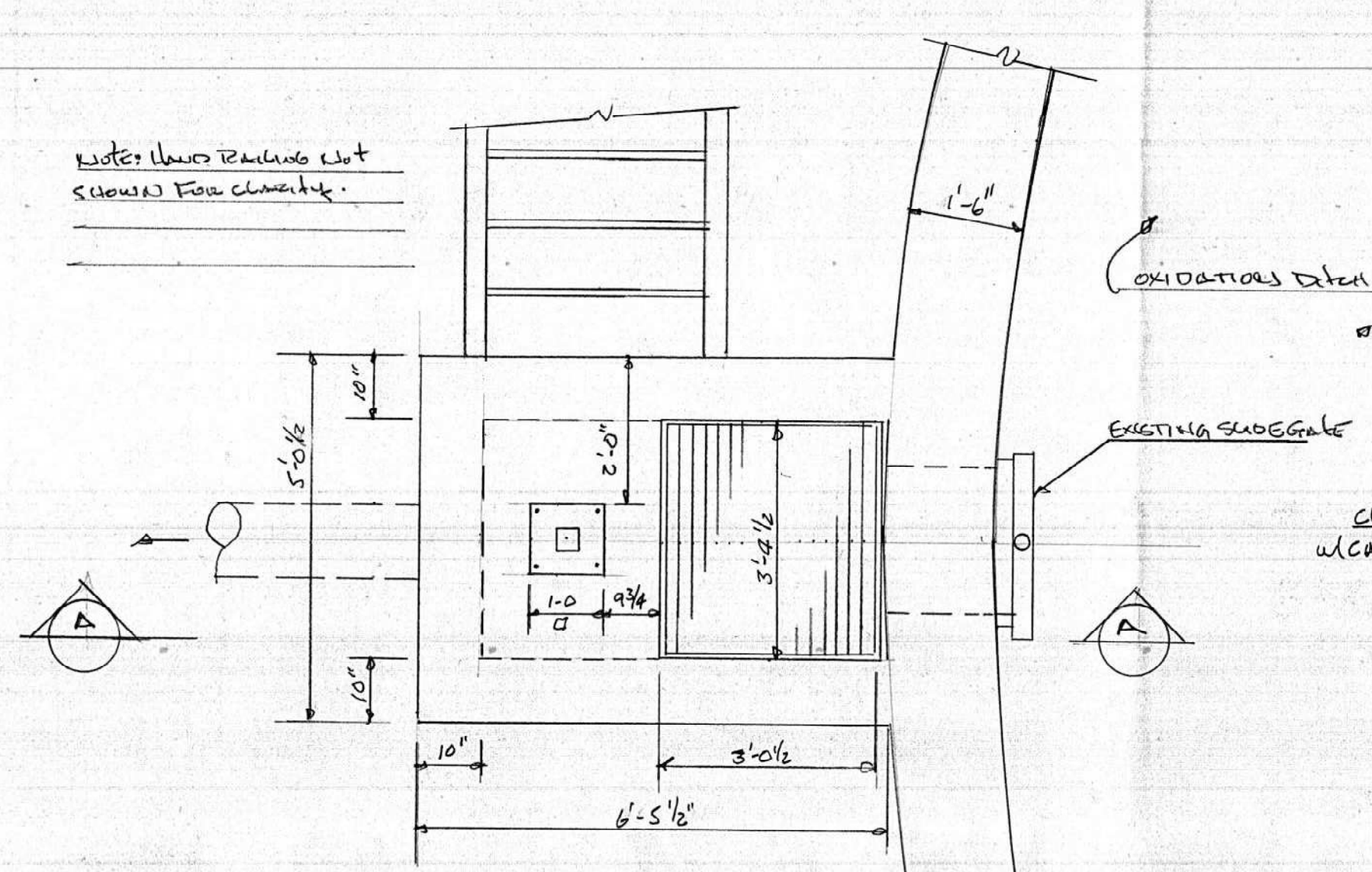
By: Engineer

By: Owner

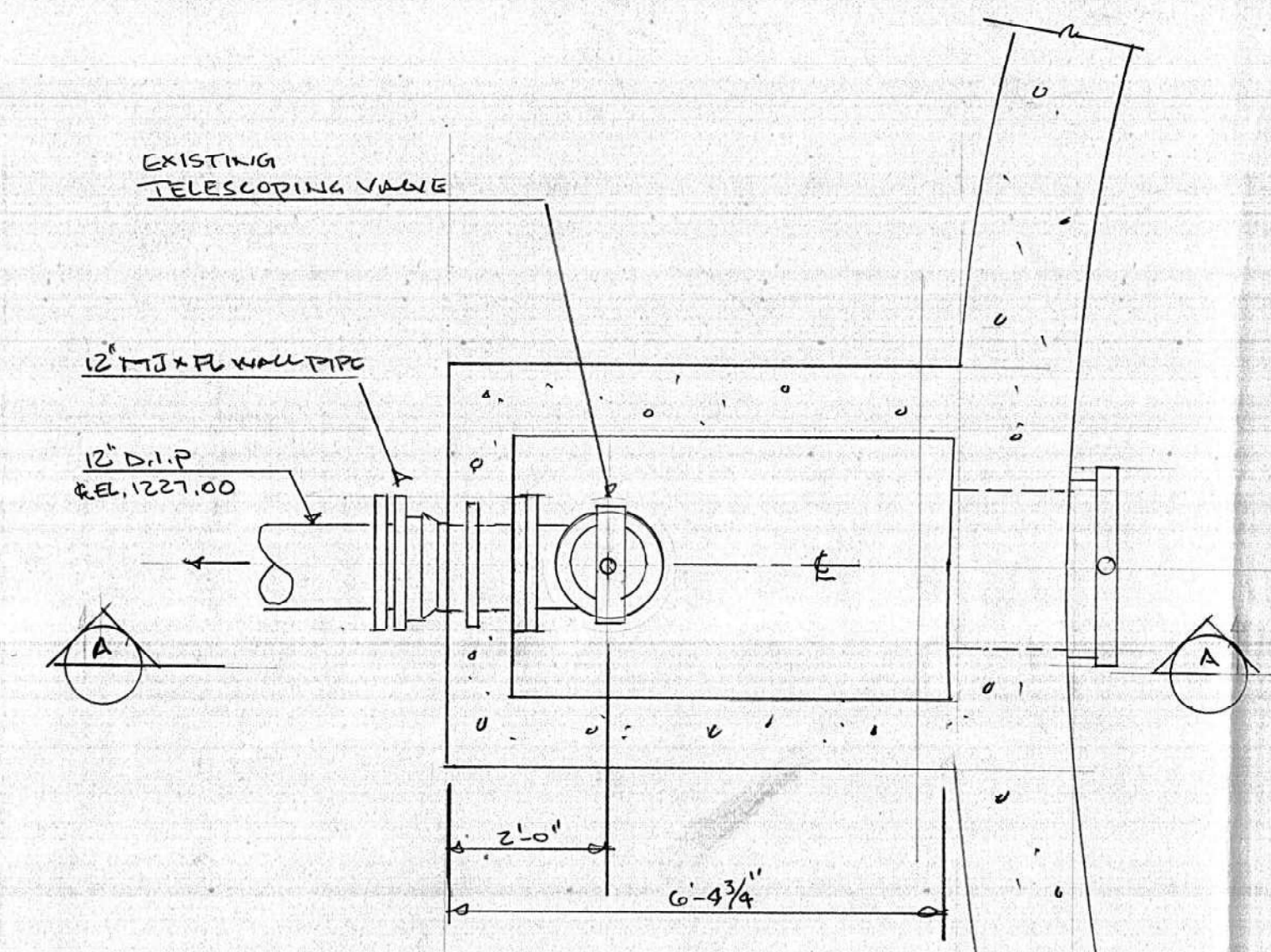
Date

Date

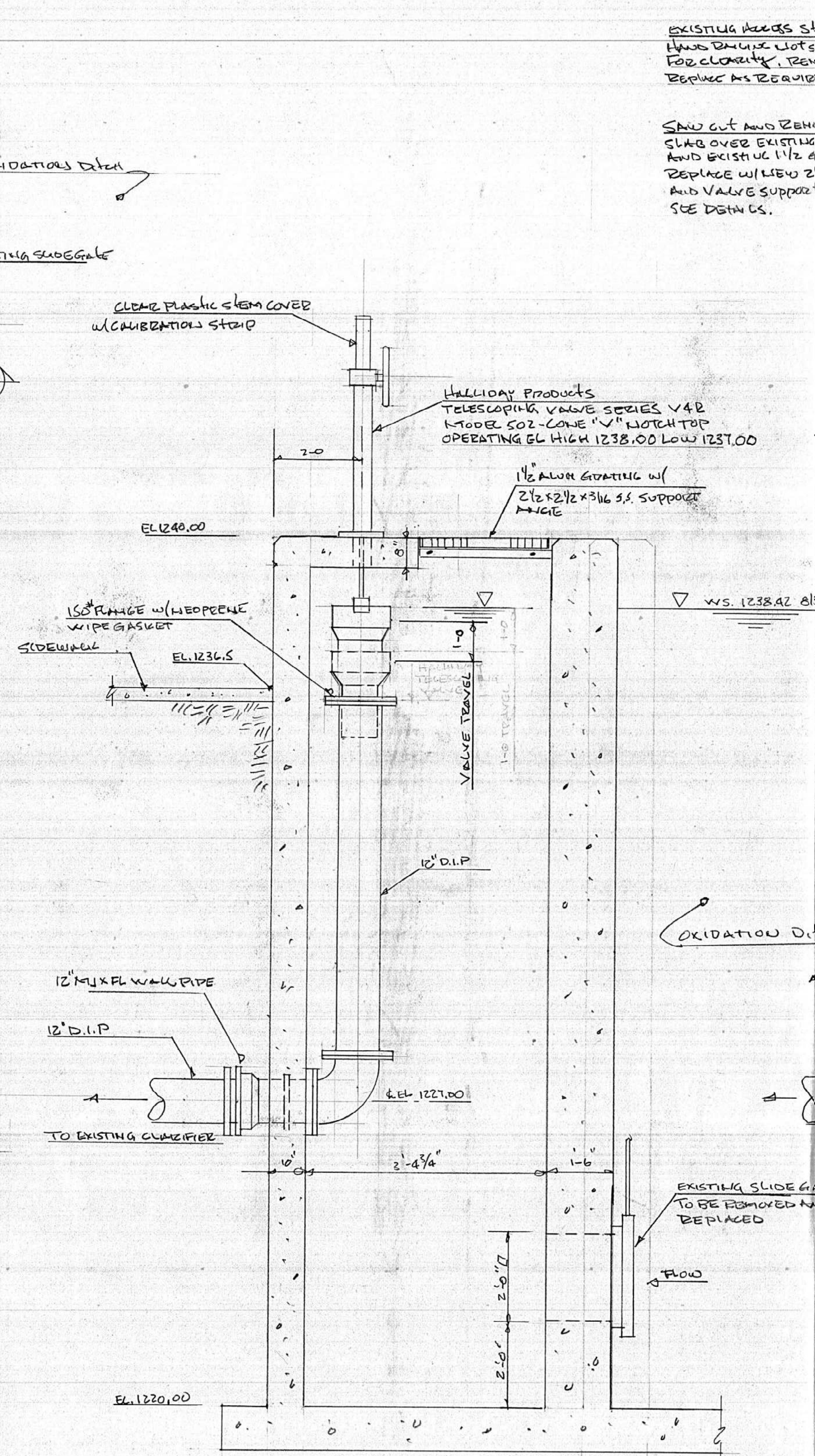
NOTE: HAND RAILING NOT SHOWN FOR CLARITY.



EXISTING PLUMB VIEW
OXIDATION DITCH EFFLUENT VALVE BOX
SCALE 1/2" = 1'-0"



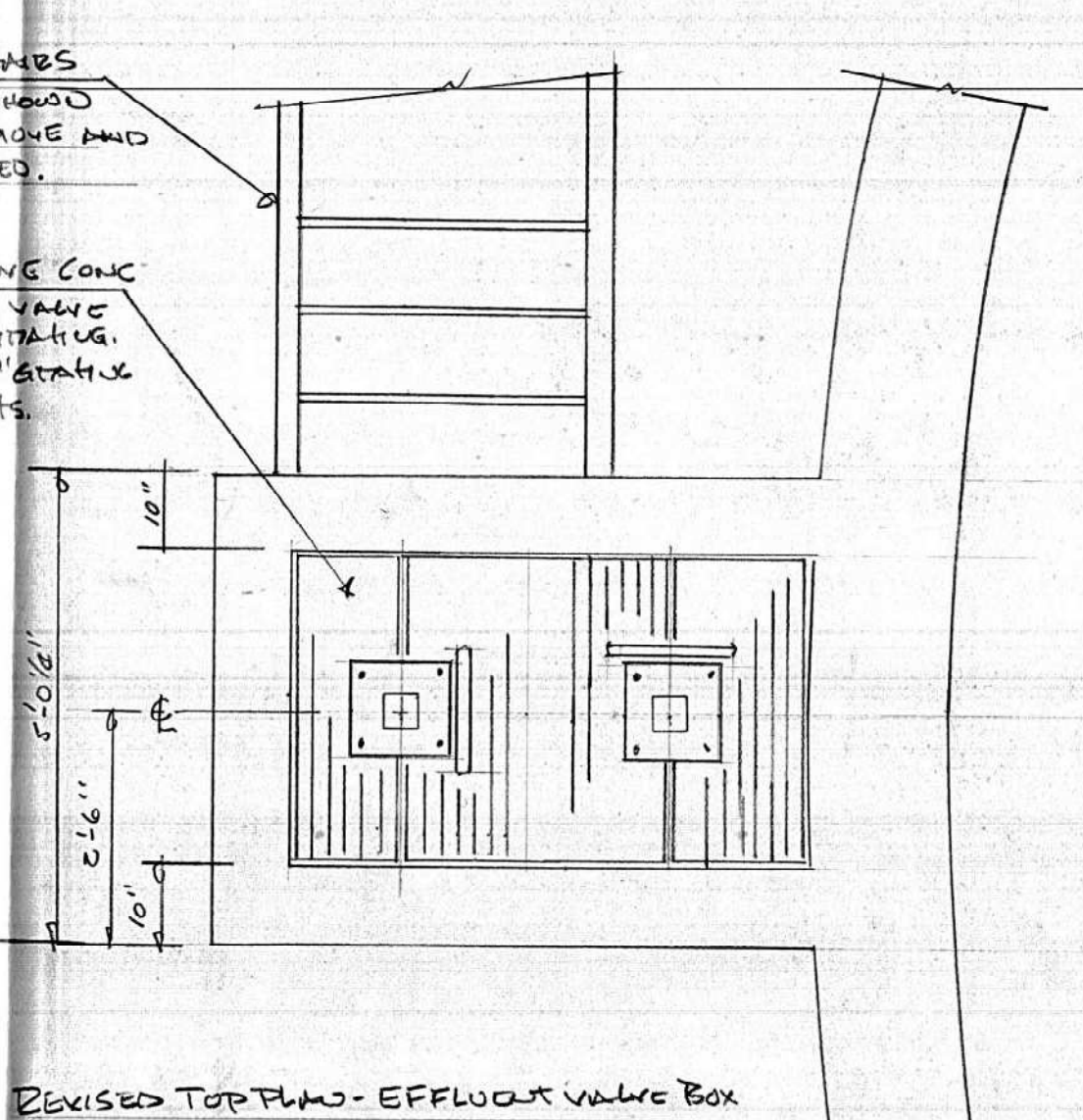
SECTIONAL PLUMB VIEW
EXISTING EFFLUENT VALVE BOX
SCALE 1/2" = 1'-0"



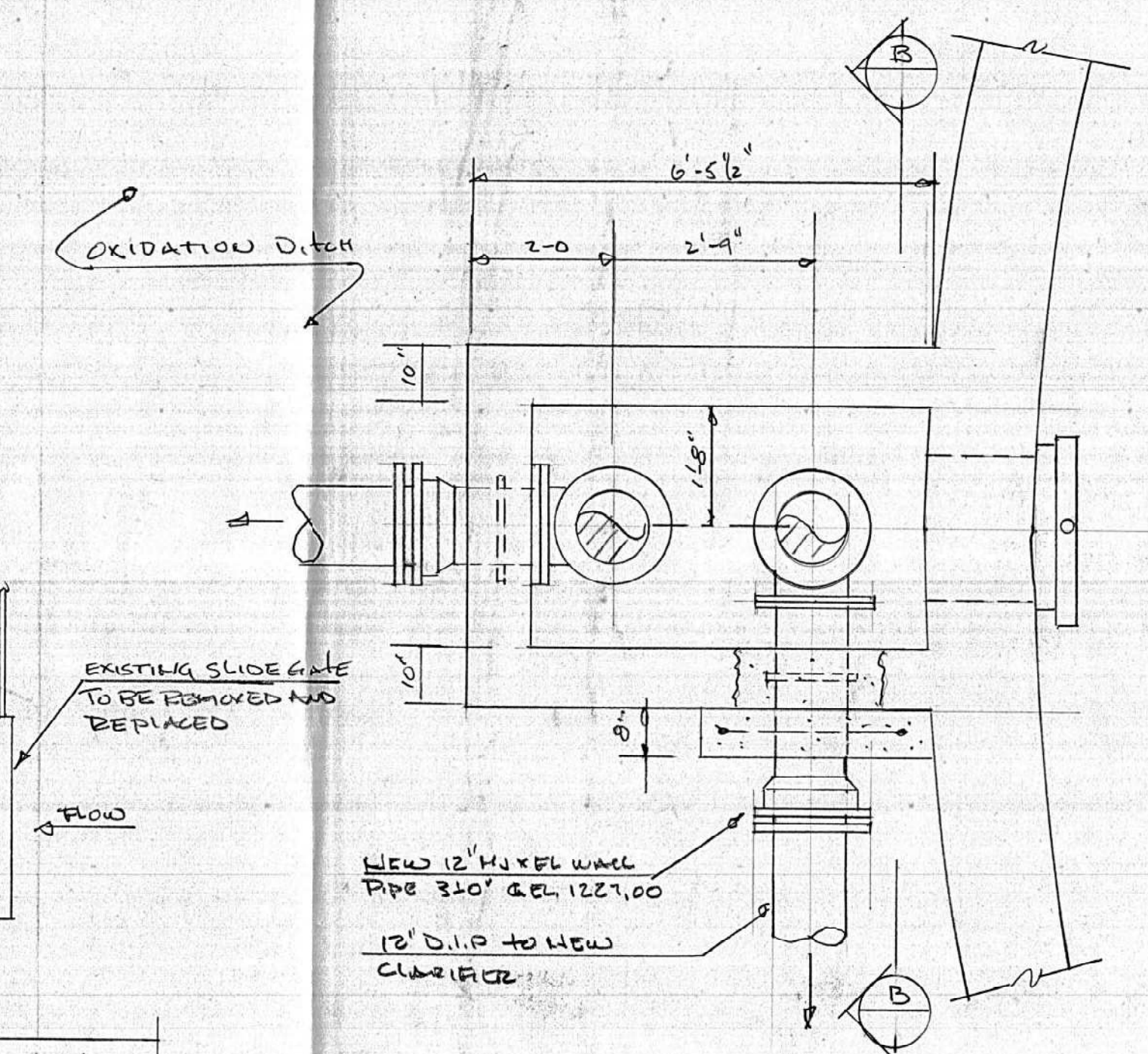
EXISTING EFFLUENT VALVE BOX
SECTION - A
SCALE 1/2" = 1'-0"

EXISTING ACCESS SHEDS HAND RAILING NOT SHOWN FOR CLARITY. REMOVE AND REPLACE AS REQUIRED.

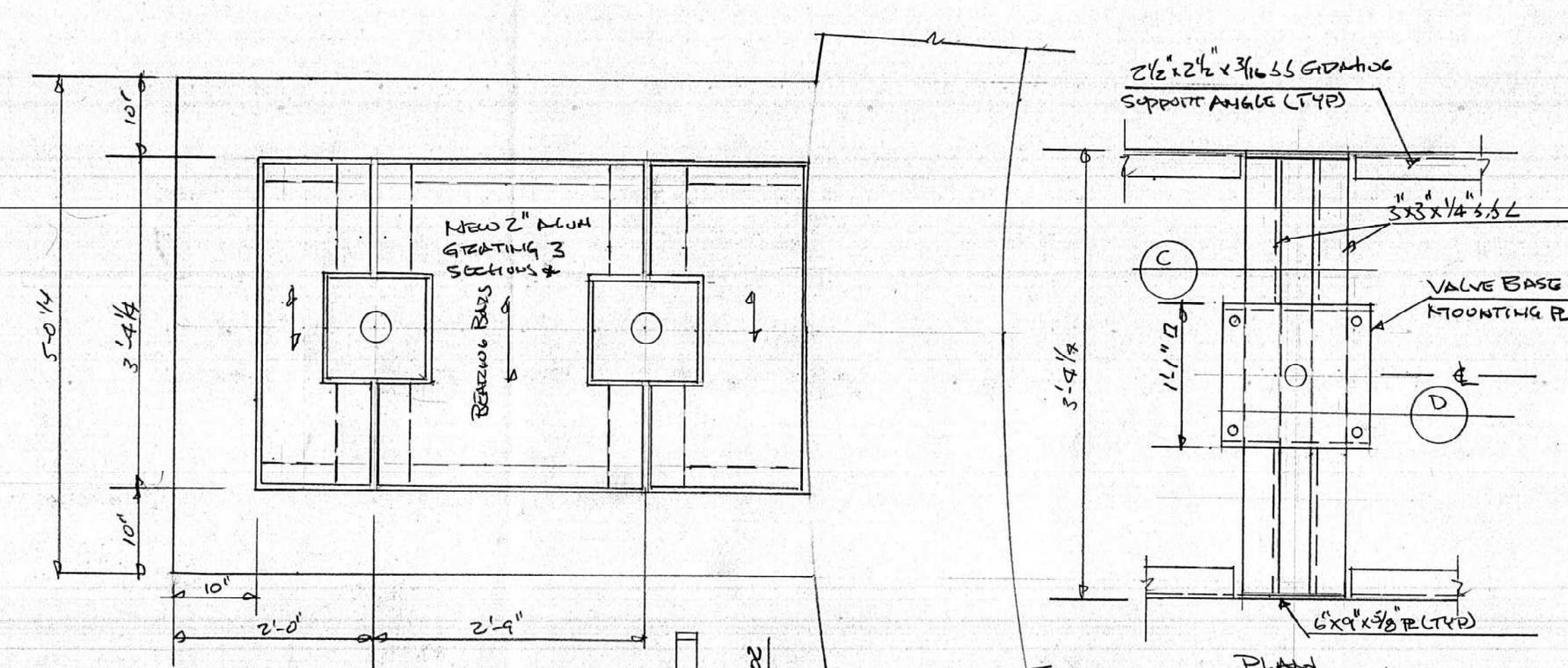
SAW CUT AND REMOVE CONC SLAB OVER EXISTING VALVE AND EXISTING 1 1/2\"/>



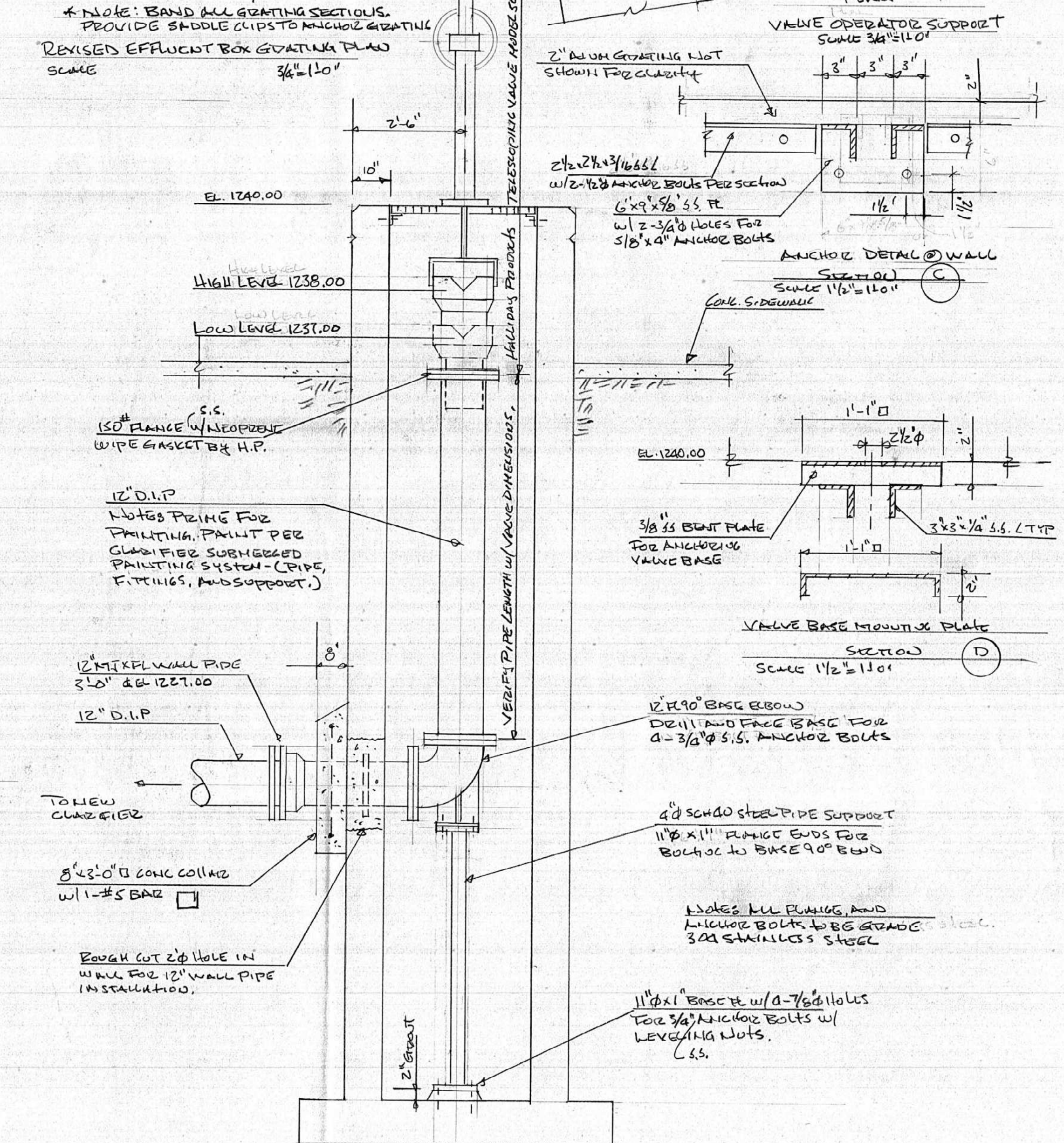
REVISED TOP PLAN - EFFLUENT VALVE BOX
SCALE 1/2" = 1'-0"



NEW TELESCOPING VALVE PIPING CONNECTION
EFFLUENT VALVE BOX
SCALE 1/2" = 1'-0"



REVISED EFFLUENT BOX GRATING PLAN
SCALE 3/4" = 1'-0"



NEW TELESCOPING VALVE INSTALLATION
IN EXISTING OXIDATION BASIN EFFLUENT BOX
SCALE 1/2" = 1'-0"

NEW 12" TELESCOPING VALVE INSTALLATION
OXIDATION DITCH EFFLUENT BOX
HICKORY WWTTP 021-0497
By A. WITT 9/2/24

Work Change Directive No. 5

Date of Issuance: November 5, 2024

Effective Date: November 5, 2024

Project: Hickman, NE WWTF Headworks and Final Clarifier

Date of Contract: July 20, 2023

Owner: City of Hickman, Nebraska

Engineer: Olsson

Contractor: Neuvirth Construction, Inc.

Project No.: 021-01497

Contractor is directed to proceed promptly with the following change(s):

Description:

Replacement of existing broken and obsolete light fixtures in pump station with new LED fixtures.

Attachments:

Contractor pricing, LED fixture model.

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

- Non-agreement on pricing of proposed change.
- Necessity to proceed for schedule or other Project reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price	\$ 4,955.47	Increase
Contract Time	0	Days Increase

Basis of estimated change in Contract Price:

- Lump Sum
- Cost of the Work

RECOMMENDED:

By: 
Engineer (Authorized Signature)

Title: Engineer
Date: 11/5/2024

AUTHORIZED BY:

By: 
Owner (Authorized Signature)

Title: Mayor
Date: 11-12-2024

RECEIVED:

By: 
Contractor (Authorized Signature)

Title: President
Date: 11/15/24

Digitally signed by Jacob Neuvirth
DN: C=US, E=jacob@neuvirth.com,
O=Neuvirth Construction, CN=Jacob
Neuvirth
Date: 2024.11.15 06:31:31-0600

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____



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

To: City Of Hickman	Contact:
Address: Hickman, NE	Phone:
	Fax:
CO Name: Replace Existing Pump Station Lighting	CO ID: CO18
Project Location:	CO Date: 11/1/2024

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Lighting	1.00	LS	\$4,955.47	\$4,955.47

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Neuvirth Construction</p> <p>Authorized Signature: _____</p> <p>Estimator: _____</p>
--	--



Catalog Number
Notes
Type

Contractor Select™
CSS
 LED Strip Light



The light-duty, dimmable, damp-location and DLC® listed CSS LED strip light can easily mount individually to a ceiling, horizontal and vertical wall, or by continuous row. The size and versatility makes it suitable for tight spaces, task lighting, restrooms, under/over cabinet and storage closets.

FEATURES:

- Inspired by classic fluorescent strip channels, this LED fixture offers a traditional appearance that incorporates the latest technology
- Quick and simple to install with the snap-lock tool-less channel cover
- Features a low-glare diffuse lens for enhanced aesthetic



Catalog Number	UPC	Description	Lumens	Wattage	Voltage	Color Temperature	Color Rendering Index	Pallet Quantity
CSS L48 4000LM MVOLT 40K 80CRI	00193048852622	4' MVOLT LED Strip Light	4298	35.3	MVOLT (120-277)	4000K	80CRI	98
CSS L96 8000LM MVOLT 40K 80CRI	00193048852721	8' MVOLT LED Strip Light	8596	72	MVOLT (120-277)	4000K	80CRI	102
CSS L24 AL015 MVOLT SWW3 80CRI	00197589015300	2' MVOLT Switchable LED Strip Light	1842-2757	13, 16, 19	MVOLT (120-277)	35K/40K/50K	80CRI	336
CSS L48 AL03 MVOLT SWW3 80CRI	00193048852677	4' MVOLT Switchable LED Strip Light	3851-5884	27, 36, 43	MVOLT (120-277)	35K/40K/50K	80CRI	98
CSS L96 AL04 MVOLT SWW3 80CRI	00193048852738	8' MVOLT Switchable LED Strip Light	6272-12046	46, 64, 90	MVOLT (120-277)	35K/40K/50K	80CRI	102
CSS L24 AL015 UVOLT SWW3 80CRI M6‡	197589330625	2' UVOLT Switchable LED Strip Light	1438-2654	10, 15, 19	UVOLT (120-347)	35K/40K/50K	80CRI	336
CSS L48 AL03 UVOLT SWW3 80CRI‡	197589330700	4' UVOLT Switchable LED Strip Light	3501-6109	27, 36, 46	UVOLT (120-347)	35K/40K/50K	80CRI	90
CSS L96 AL04 UVOLT SWW3 80CRI‡	197589330670	8' UVOLT Switchable LED Strip Light	6867-11937	50, 65, 91	UVOLT (120-347)	35K/40K/50K	80CRI	90

More configurations are available. [Click here](#) or visit www.acuitybrands.com and search for CSS LED.

NOTE: ‡ indicates configurations stocked for Canada only.

Accessories: Order as separate catalog number.

HC36 M12	Chain hanger and jack chain, 36" (pair)
ZACVH	Aircraft cable 10' (one pair)
SQ	5/8" Swivel-stem hanger (specify length in 2" increments up to 48")
Y J10	Y hanger in multiples of 10 (five pair)
WGCS	Wireguard with mounting hardware (one 4ft)
MNLK JBOXCVR M12	Junction box cover with hardware, white



Specifications

INTENDED USE:

Inspired by classic fluorescent strip channels, this LED fixture offers a traditional appearance that incorporates the latest technology. Available in several color temperatures, lumen packages and lengths. Ideal for use in commercial, retail, office, warehouse and display applications. **Certain airborne contaminants can diminish integrity of acrylic. [Click here for Acrylic Environmental Compatibility table for suitable uses.](#)**

Certain airborne contaminants may adversely affect the functioning of LEDs and other electronic components, depending on various factors such as concentrations of the contaminants, ventilation, and temperature at the end-user location. [Click here for a list of substances that may not be suitable for interaction with LEDs and other electronic components.](#)

CONSTRUCTION:

Compact-design channel and cover are formed from code-gauge, cold-rolled steel. Easy to install row aligner bracket included for continuous row mounting. Finish: High-gloss, baked white enamel (standard).

OPTICS:

LEDs provide 80+ color rendering index (CRI) at 3500 K, 4000 K and 5000 K. Diffuse acrylic lens provides smooth, linear illumination. Lumen output exceeds 1,000 lumens per foot.

ELECTRICAL:

Luminaire Surge Protection Level: Designed to withstand up to 2.5kV/0.75kA per ANSI C82.77-5-2015. For applications requiring higher level of protection additional surge protection must be provided. Driver is standard 0-10V dimming class 2.

INSTALLATION:

Fixture may be surface or suspension mounted with appropriate mounting options (see accessories). Aligner locks in place for easy continuous row mounting.

LISTINGS:

CSA certified to US and Canadian safety standards and listed suitable for damp locations. Minimum starting temperature at -22°F (-30°C). Maximum ambient operating temperature of 104°F (40°C) for 4ft models and 95°F (35°C) for 2ft and 8ft models. DesignLights Consortium® (DLC) Premium qualified product and DLC qualified product. Not all versions of this product may be DLC Premium qualified or DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/OPL to confirm which versions are qualified. Suitable for use within closet spaces when installed per NEC 410.16 (A)(1) and 410.16(C)(3) (5) spacing requirements.

WARRANTY:

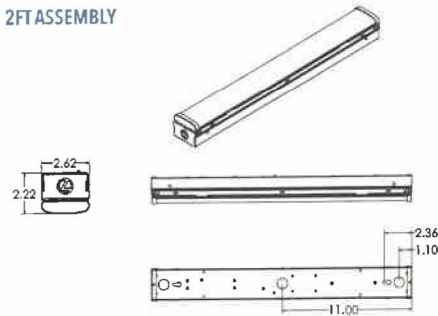
5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25°C. Specifications subject to change without notice.

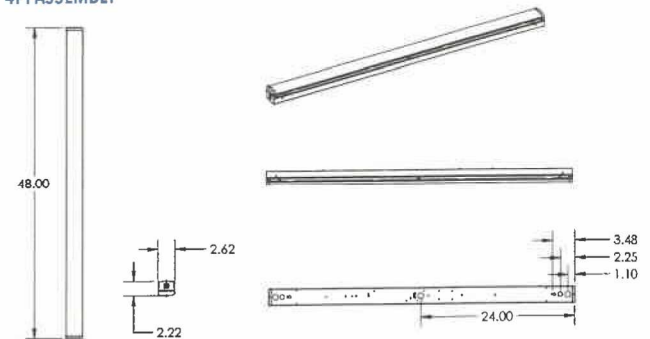
Dimensions

All dimensions are inches (centimeters) unless otherwise indicated.

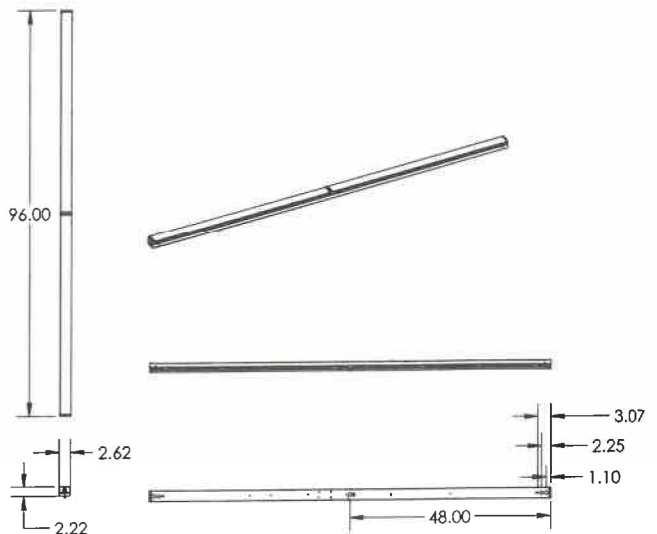
2FT ASSEMBLY



4FT ASSEMBLY



8FT ASSEMBLY



BizSecure Managed Services Renewal For City Of Hickman



● We Make IT Simple®

BIZCO

technologies

PREPARED BY

JD Westerholm

11-20-2024

Terms & Pricing

Below you will find the financial and legal terms necessary to renew a managed services agreement within your organization. This agreement also include procurement and inventory management as well as strategic planning meetings between Bizco and City of Hickman at a frequency of your choosing. Signature is required from both Bizco Technologies and City of Hickman near the end of this **service proposal**.

⇒ ONE YEAR AGREEMENT - BILLED MONTHLY	PRICE	QTY	SUBTOTAL
Onsite & Remote Support - Workstations	\$75.00	19	\$1,425.00
Onsite & Remote Support - Servers	\$75.00	3	\$225.00
Onsite & Remote Support - Mac and iOS Devices	\$80.00	0	\$0.00
Antivirus, EDR & Threat Intelligence Included for all devices	\$0.00	22	\$0.00
Phishing & Security Awareness Training Included for all users	\$0.00	19	\$0.00
			\$1,650.00
BACKUP			
Veeam Onsite Backup Per Server Per Month	\$10.00	2	\$20.00
Veeam Offsite Backup per TB offsite per month	\$35.60	2	\$71.20
Datto Workstation Backup Bizco Cloud Backup for Workstations - Protect and Manage Your Data Across all Laptops and Desktops	\$10.00	0	\$0.00
			\$91.20
SERVICES			

Standard labor rate for all non-agreement, non-project labor \$150.00/hour billed in 15-minute increments with a 15-minute minimum. Standard labor rate for non-project labor not covered by terms of agreement.	\$150.00	0	\$0.00
Escalated labor rate for SOC remediation and consulting services \$200/hour billed in 15-minute increments with a 15-minute minimum	\$200.00	0	\$0.00
Standard rate for all non-scheduled work occurring outside the hours of 7 AM - 6 PM CST Monday - Friday unless otherwise specified After hours monitoring and alerting preferences are defined at onboarding. Client may opt-out of after hours monitoring if desired.	\$225.00	0	\$0.00
			\$0.00

Monthly Subtotal **\$1,741.20**

Monthly Recurring Total \$1,741.20

Bizco Recommended Security Add-Ons

Bizco Technologies recommends the following security services as they are critical to securing your network and ensuring you are able to obtain cyber-insurance. If you do not subscribe to these services, you must opt-out to acknowledge that you are aware of the risks on your network. If you have questions on quantities or would like additional information, please let us know.



Security add-ons with this symbol represents items that may be required by Cyber Insurance carriers.

Spam Filtering & Encryption



An enterprise-grade spam filtering solution is crucial in preventing viruses and malware from reaching your end users via email. This service greatly reduces the risk of credential theft and CEO fraud via phishing attacks and is required for underwriting by most cyber-insurance carriers. The Advanced and Professional levels of this service allow for outbound email encryption and email archiving for any compliance needs that you may have. This service must be applied to all users.

	Per User	Quantity	Total
<input checked="" type="radio"/> Proofpoint Essentials Advanced	\$2.25 per month	16	\$36.00 ▾ per month

Section total \$36.00

Total \$36.00

Multi-Factor Authentication (MFA)



Multi-factor authentication adds an extra layer of security to your user accounts, gives you total control over who has access to your files, secures remote access to your network, reduces password risks and is required for underwriting by all cyber-insurance carriers.

	Per User	Quantity	Total
<input type="radio"/> Duo Multi-factor Authentication	\$3.00 per month	0	\$0.00 per month

	Per User	Quantity	Total
<input checked="" type="radio"/> I do not want to add Multi-Factor Authentication at this time	\$0.00 per month	0	\$0.00 per month

Section total \$0.00

Total \$0.00

M365 Cloud Backup



Securely backup your Exchange Online, OneDrive, Teams and SharePoint data with unlimited file retention. Microsoft does not back this data up for you! This service must be applied to all licensed users in your Microsoft tenant.

	Per User	Quantity	Total
<input checked="" type="radio"/> M365 Cloud Backup - 1-year Retention	\$1.75 per month	16	\$28.00 per month
<input type="radio"/> M365 Cloud Backup - Infinite Retention	\$2.00 per month	0	\$0.00 per month
<input type="radio"/> I do not want to add M365 Cloud Backup at this time	\$0.00	0	\$0.00

Section total \$28.00

Total \$28.00

Security Information & Event Management - SIEM



Data retention, logging, detection and response helps satisfy multiple compliance and cyber insurance requirements. This service must be applied to all users.

	Price	Quantity	Total
<input type="radio"/> Security Information & Event Management - M365	\$2.00 per month	0	\$0.00

	Price	Quantity	Total
<input type="radio"/> Security Information & Event Management - Cloud	\$4.00 per month	0	\$0.00 ✓ per month
<input type="radio"/> Security Information & Event Management - Pro	\$7.00 per month	0	\$0.00 ✓ per month
<input type="radio"/> Security Information & Event Management - Plus	\$9.00 per month	0	\$0.00 ✓ per month
<input checked="" type="radio"/> I do not want to add SIEM at this time	\$0.00	0	\$0.00

Section total \$0.00

SIEM Remote Agent

	Price	Quantity	Total
<input type="checkbox"/> Required for secondary or spare workstations and laptops on Pro plan only	\$4.00 per month	0	\$0.00 per month

Section total \$0.00

Total \$0.00

Other Security Options

While not mandatory, these additional security services offered by Bizco can further enhance your network security and may help you meet additional compliance or security requirements that you may have. If you have questions on quantities or would like additional information on the services below, please let us know.

Advanced Content Filtering



Extend data protection to devices, remote users, and distributed locations anywhere. Advanced DNS Content Filtering is the easiest way to effectively protect your users everywhere. This service can only be applied company wide across all users.

	Per User	Quantity	Total
<input type="radio"/> Advanced Content Filtering	\$2.50 per month	0	\$0.00 per month
<input checked="" type="radio"/> I do not want to subscribe to Advanced Content Filtering at this time.	\$0.00	0	\$0.00

Section total \$0.00

Total \$0.00

Keeper Password Manager

Keeper utilizes proprietary zero-trust and zero-knowledge security architecture with full end-to-end encryption to store and share your critical corporate passwords between your users.

	Per User	Quantity	Total
<input type="radio"/> Keeper Password Manager - Business Plus	\$7.00 per month	0	\$0.00 ✓ per month
<input checked="" type="radio"/> I do not want to subscribe to Keeper Password Manager at this time.	\$0.00	0	\$0.00

Section total \$0.00

Total \$0.00

Privileged Access Management



By removing local Admin rights and employing endpoint privilege management you will immediately enhance all your cybersecurity efforts. Privileged Access Management (PAM) is one of the best ways to help stop malware and thwart attackers. Some estimates say that having users run with Standard privileges can help mitigate 94% or more of Microsoft vulnerabilities. This service can only be applied company wide across all users.

	Per User	Quantity	Total
<input type="radio"/> Privileged Access Management	\$1.54 per month	0	\$0.00 per month
<input checked="" type="radio"/> I do not want to subscribe to Privileged Access Management at this time.	\$0.00	0	\$0.00

Section total \$0.00

Total \$0.00

Network Documentation

Securely share and access your network documentation with secure access to our documentation platform.

	Price	Quantity	Total
<input type="radio"/> Access to network documentation	\$15.00 per month	0	\$0.00 per month
<input checked="" type="radio"/> I do not want to subscribe to network documentation at this time.	\$0.00	0	\$0.00

Section total \$0.00

Total \$0.00

Incident Response Planning

Satisfy Cyber Insurance and Compliance requirements through our I/R planning and tabletop exercise platform. Online access to your I/R plan and playbooks whenever you need it.

	Price	Quantity	Total
<input type="radio"/> Incident Response Platform with tabletop exercises	\$250.00 per month	0	\$0.00 per month
<input type="radio"/> Incident Response Platform standalone	\$125.00 per month	0	\$0.00 per month
<input checked="" type="radio"/> I do not want to subscribe to Incident Response Planning at this time.	\$0.00	0	\$0.00

Section total \$0.00

Total \$0.00

Vulnerability Scanning



Scans internal IPs, external IPs and web applications – Weekly reporting and remediation – Mapping of network and asset identification.

	Price	Quantity	Total
<input type="radio"/> Vulnerability Scanning	\$250.00 per month	0	\$0.00 ✓ per month
<input checked="" type="radio"/> I do not want to subscribe to vulnerability scanning at this time.	\$0.00	0	\$0.00

Section total \$0.00

Total \$0.00

Data Governance for Microsoft 365 / Copilot

Establish a robust data strategy to unlock the power of AI. In the world of AI productivity tools, Microsoft 365 Copilot is here to transform the way we work. Leverage the Bizco Confidence Platform for a strong data foundation, compliance and governance to ensure a sustainable and secure adoption of Microsoft 365 Copilot. This service can only be applied company wide across all users.

	Price	Quantity	Total
<input type="radio"/> Data Governance for Microsoft 365 Copilot Per licensed M365 user	\$3.00 per month	0	\$0.00 per month
<input checked="" type="radio"/> I do not want Data Governance for Microsoft 365 Copilot at this time.	\$0.00	0	\$0.00

Section total \$0.00

Total \$0.00

Terms & Conditions

BIZCO NETWORK SUPPORT AGREEMENT

This Network Support Agreement is by and between Bizco, Inc. dba Bizco Technologies, with an address at 7950 'O' Street, Lincoln, NE 68510 ("Bizco") and the Customer identified above in this quote (the "Quote"). The term "Agreement" means this Network Support Agreement, the terms of the Quote, and the Standard Bizco Terms and Conditions attached below. Capitalized terms that are not defined herein have the meaning given to them in the Standard Bizco Terms and Conditions. The Quote sets forth the fees payable for the Services covered under this Agreement, as well as the term of this Agreement. The effective date of this Agreement is the date of last signature on the Quote.

1.0 What is Covered Under this Agreement

1.1 Covered Systems "Covered Systems" under this Agreement are Customer servers, workstations, laptops, routers, wireless access points, and other intelligent network devices and equipment that have been identified by Customer and agreed by Bizco to be covered. Bizco may, but is not required to, provide support, at Bizco's then-current rates, to end of life operating systems or equipment and software not currently under manufacturer's warranty. Internet connectivity issues up to the router or other customer premise equipment are covered. Support for core Microsoft Office applications is covered under this Agreement.

1.1 Remote Support Remote support for Covered Systems is included in this Agreement. Remote Support may be conducted either by establishing a secure remote connection to Customer's network, and/or using Bizco's secure remote software agents. Customer may have the option to permit the use of remote connectivity at the time of connection. Bizco reserves the right to determine whether Services should be performed on-site or via remote access. Remote-only customers must approve onsite work before an engineer is dispatched.

1.2 On-Site Support Onsite support for Covered Systems is included in this Agreement but is provided at Bizco's sole discretion. Onsite support services will be delivered by the first available engineer unless otherwise requested by the Customer.

1.3 After Hours Support After hours support for Covered Systems is not included in this Agreement but is available and provided at an additional charge. An answering service will take Customer's after-hours calls, and the assigned technician on duty will respond to Customer via phone. Please note: After hours support is billed at 1.5 times the then-current normal rate with a one-hour minimum charge.

1.4 Monitoring Services As part of this Agreement, Bizco will provide software and hardware monitoring of Covered Systems. Covered Systems will also be configured to send failure notifications to the Bizco support desk. These failure notifications will include but are not limited to backup failures, excessive CPU utilization, excessive memory utilization, disk capacity thresholds, and hard drive errors. Monitoring may not be available for all Covered Systems. Monitoring is automated 24 hours per day to the extent possible. However, unless otherwise agreed in writing by Bizco, Bizco will review, diagnose and respond to alerts during normal business hours only.

1.5 Maintenance Services Preventative maintenance services for Covered Systems are included with this Agreement. Bizco will ensure that all (supported) operating systems have vetted updates and patches applied. Backup software will be monitored, and appropriate service patches for Covered Systems will be installed. Version upgrades typically require onsite services and will be billed in accordance with this Agreement. Customer acknowledges that patches are provided by third parties and that some patches may cause operating difficulties or "break" other software and agrees that Bizco will not be responsible for the potential adverse effects of patches.

1.6 Covered Hardware Server and workstation Covered Systems are covered only if under current warranty coverage from Dell, HP, Lenovo or IBM. Servers must be connected to a working UPS (Battery Backup).

1.7 Covered Software Customer will provide software installation media and key codes for all Covered Systems. Server operating systems are Windows Server 2016, Windows Server 2019, Windows Server 2022, VSphere 7.0 or above,

Microsoft Exchange 2016 and Microsoft Exchange 2019. Customer's network must be protected by a hardware-based firewall from Cisco, Sonic Wall, WatchGuard, or Fortinet running the latest firmware. All systems must be protected by licensed and up-to-date virus protection software. Bizco will provide virus protection software for all covered workstations and servers unless otherwise specified in the Quote.

1.8 Vendor Management. Bizco will act as the technical contact for communications with the vendors for the Covered Systems, including Customer's internet service provider and hardware vendors. Vendor relationship management includes assistance with hardware warranty replacement, internet service providers, covered software vendors, covered printer vendors, and communication with the vendors' technical support to resolve issues caused by the vendors' products. It is the Customer's responsibility to keep Bizco updated with all information required to enlist the vendor's technical support including e-mail and phone contact information along with any customer codes or access information that may be required. All vendor and third-party technical maintenance and support fees are the responsibility of Customer.

2.0 Response Time Bizco will use best commercial efforts to meet the response times in the table below during normal business hours (7:00 AM to 6:00 PM Central Time M-F, excluding Bizco holidays). Bizco telephone support will be available only during normal, nonholiday business hours. Response time matrix available on demand in the Bizco customer portal.

3.0 What is Not Covered Under This Agreement. Any services or items not expressly covered by this Agreement is out of scope. Without limiting the foregoing, the following items are not covered by this Agreement:

3.1 Non-qualified Systems and Networks Non-Microsoft or non-VMware operating systems, programming services, and redesign of any supported systems are not covered as part of this Agreement. Internet connectivity issues resulting from external failures or resulting from ISP provided equipment are also not covered.

3.2 Consulting Services Bizco reserves the right to bill for consulting services including, but not limited to the following at the hourly rate specified in the signed agreement.

- Data Governance Assessments
- Cloud Services Design and Consulting
- 3rd party software migration planning, vendor vetting, or design
- Software or Systems Integration Consulting
- Supplementary forms assistance including Cyber Insurance, Compliance and Governance
- Planning exercises including Disaster Recovery and Incident Response
- Print Vendor Management
- Internal IT hiring assistance and applicant vetting

3.3 Security Operations Center (SOC) Remediation Services Bizco reserves the right to bill for SOC remediation services and recovery efforts for cyber events which could have been prevented by a recommended Bizco security offering that was opted out of by the customer or non-standard and end of life hardware, including but not limited to:

- SEIM
- Spam Filtering
- DNS Filtering
- MFA
- Security Awareness Training
- Endpoint A/V
- Vulnerability Scanning
- Backup Best Practices
- End of life hardware or operating systems
- Non-standard configurations

3.4 Non-qualified Systems and Networks Non-Microsoft or non-VMware operating systems, programming services, and redesign of any supported systems are not covered as part of this Agreement. Internet connectivity issues resulting from

external failures or resulting from ISP provided equipment are also not covered.

3.5 Third Party Software Bizco will use reasonable efforts to configure network and machine resources to match vendor specifications for all third-party applications not otherwise specified as covered herein. Installation, troubleshooting, and patching processes for such third party applications are not included in this Agreement and will be billed at Bizco's then-current standard rate.

3.6 Unapproved Modifications Remediation of any network and server issues caused by a Customer employee or third party working on the network without the approval of a Bizco technician will not be covered under this Agreement. All approved work needs to be performed with Bizco assigned credentials.

3.7 Exclusions Replacement of existing hardware or software or installation of new hardware or software is not included in this Agreement and will be billed at Bizco's then-current rates. Installation of version upgrades will not be covered as part of this Agreement. Bizco is not responsible for vendor supplied warranty replacement parts or the timelines associated to getting these parts to the Customer. Bizco reserves the right to bill for labor incurred for delivery of Services if Customer's issues are caused by environmental failure events that render hardware unusable or by Force Majeure events beyond Bizco's reasonable control or by any act or omission on the part of any third party other than Bizco Technologies. Also excluded from this Agreement, unless expressly identified as in-scope in the Quote, are:

- Projects (e.g., implementation of new servers and server upgrades)
- Relocation services, including any moves, adds, changes
- Training services
- Third-party hard drive recovery fees
- Software development services
- Support for printers and copiers not network attached
- Support coordination for third-party vendors not specified in this Agreement
- Phone systems support unless specified in this Agreement
- Cabling services and telecommunications support
- Support for home PC's and home-based equipment, unless attached to network via VPN
- Support for mobile phones and tablets, unless specified in this Agreement

4.0 Customer Responsibilities. Customer will have the sole responsibility, at its own cost, to:

- Maintain Customer site conditions in a reasonable and clean manner and as specified by applicable system manufacturers
- Provide suitable and sufficient power (including properly-sized UPS), supplies, and accessories for Covered Systems, including printer consumables, backup media and other components that are identified by its manufacturer as a consumable or expendable item including, but not limited to, printer cartridges, fuser assemblies, batteries, print heads, magnetic media, paper supplies and similar items
- Maintain 3rd party warranty/support/maintenance agreements for all Covered Systems and line of business software
- Cover the cost of parts, equipment, and shipping charges of any kind
- Pay all third-party software license fees, renewal fees, or upgrade fees of any kind (excluding software used by Bizco in support of the Services)
- Cover the cost of any third-party vendor or manufacturer support or incident fees of any kind
- Cover the cost to bring Customer's environment up to minimum standards required for Services
- Restart hardware and software (including monitoring agents) upon Bizco's request
- Use only current valid licensed software

- Pay for and maintain a business class and stable internet connection
- Have hardware and software solutions that are appropriately scaled for business tasks
- Allow Bizco reasonable access and define support maintenance windows for systems
- Provide Bizco a designated point of contact with authority to make decisions
- Provide Bizco with access to Covered Systems and Customer locations for the Services

BIZCO STANDARD TERMS AND CONDITIONS

Bizco, Inc. dba Bizco Technologies (“Bizco”) has agreed to provide to Customer information technology services as identified and described in a written service agreement (“Agreement”) between the parties that incorporates or otherwise includes these Standard Terms and Conditions (“Terms”).

1. Services to be Provided: Bizco shall provide to Customer those services described in the Agreement (the “Services”). Bizco may update at any time the Services to reflect increases in the number of covered systems and other changes to the actual services being provided to the Customer by Bizco. Any modified service description, and associated modified fees, when described in an invoice or other document delivered by Bizco to Customer, and the invoice is paid by the Customer, shall constitute an approved amendment to the Agreement as described in the invoice. Bizco may subcontract performance of Services to third parties.

2. Fees: Customer agrees to pay the fees set forth in the quote that incorporates, or is incorporated into, the Agreement (the “Quote”), in accordance with the payment terms therein. All fees are subject to change upon renewal of a Quote. Unless otherwise agreed in a Quote, all invoices delivered by Bizco are due within fifteen (15) days after the invoice date. All payments under the Agreement are non-refundable. Late payments are subject to interest at the rate of twelve (12) percent annually, or the maximum amount allowed by applicable law if lower, calculated from the date when payment becomes overdue until payment is made. Customer’s agreement to any Quote constitutes a valid purchase order for the Services associated with that Quote including any additional Services performed related to that Quote. Invoice terms are subject to Customer credit approval. All fees are exclusive of applicable taxes. Customer agrees to pay all taxes based on the Agreement, the Services, or their use, excluding taxes based on Bizco’s net income. If Customer claims tax-exempt status, Customer represents and warrants that it is a tax-exempt entity and will provide Bizco upon request with a correct copy of Customer’s tax-exempt certificate(s). In the event of a payment default, Customer will be responsible for all of Bizco’s costs of collection, including, but not limited to, court costs, filing fees and attorneys’ fees.

3. Term: The term of the Agreement and associated Services (“Term”) shall begin on the start date specified in the Agreement and continue for the term specified on the Agreement unless cancelled by either party pursuant to the termination terms in section 7 below. This Agreement will auto-renew at the expiration date for successive periods of 1 year, unless a renewal agreement is returned prior to expiration or either party provides at least 60 days’ written notice of termination prior to the end of the current term. Auto-renewed contracts are subject to the greater of; fee adjustments based on changes in the number of devices supported under the agreement or a monthly price increase of up to 10% of the total contract. Devices with Bizco agents greater than the number supported under the previous contract will be added at Bizco's standard market rate.

4. Confidentiality: “Confidential Information” means any business, financial or technical information or data that is disclosed by one party to the other party pursuant to the Agreement that is marked as confidential or that, due to the nature of the information or circumstances surrounding its disclosure, would reasonably be recognized as confidential. Confidential Information does not include information that: (i) is or becomes publicly known or available without breach of the Agreement; (ii) is received by a receiving party from a third party without breach of any obligation of confidentiality; or (iii) was previously known by the receiving party as shown by its written records. A receiving party shall protect the disclosing party’s Confidential Information from unauthorized use or disclosure with the same degree of care that it uses to protect its own Confidential Information, but no less than a reasonable

standard of care. A receiving party may disclose Confidential Information of the disclosing party as required by law or court order; in such event, unless prohibited by law, such party shall inform the other party as soon as practicable, prior to any such required disclosure.

Within sixty (60) days after termination of the Agreement, the receiving party will return to the disclosing party or destroy all the Confidential Information delivered or disclosed to the receiving party, together with all copies in existence thereof at any time made by the receiving party; provided that the receiving party may retain Confidential Information in its standard information systems backup programs.

5. Cooperation of Customer: Customer will cooperate with and reasonably assist Bizco in the performance of the Services and interact with Bizco in a professional and courteous manner, including without limitation by allowing Bizco to use Customer's machines, communications facilities, features and other equipment at no charge, as reasonably necessary in order to enable Bizco to perform the Services.

6. Limitation of Liability: UNDER NO CIRCUMSTANCES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL BIZCO, ITS AFFILIATES OR THEIR SUPPLIERS, SUBCONTRACTORS OR AGENTS BE LIABLE FOR: (A) ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR ANY LOSS OF PROFITS, BUSINESS, REVENUES OR SAVINGS, EVEN IF BIZCO HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE, IN EACH CASE, WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY; (B) ANY CLAIMS, DEMANDS OR ACTIONS AGAINST CUSTOMER BY ANY THIRD PARTY UNLESS CAUSED BY BIZCO; (C) ANY LOSS OR CLAIM ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S IMPLEMENTATION OF ANY CONCLUSIONS OR RECOMMENDATIONS BY BIZCO OR ITS AFFILIATES BASED ON, RESULTING FROM, ARISING OUT OF OR OTHERWISE RELATED TO THE PRODUCTS OR SERVICES; OR (D) ANY UNAVAILABILITY OF THE PRODUCT FOR USE OR ANY LOST, DAMAGED OR CORRUPTED DATA OR SOFTWARE.

THE ENTIRE LIABILITY OF BIZCO AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE LESSER OF: (A) THE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE PRODUCT(S) GIVING RISE TO THE CLAIM OR THE SPECIFIC SERVICES GIVING RISE TO THE CLAIM; OR (B) \$50,000.00 (FIFTY THOUSAND DOLLARS)

7. Termination: Customer may terminate the Agreement at any time by giving 60 days written notice to Bizco and paying the fees that would have come due under the Agreement for the remainder of the Term. Either party may terminate the Agreement if the other party materially breaches the Agreement and fails to cure such breach within thirty (30) days after written notice. Bizco may suspend some or all the Services upon notice to Client if Client materially breaches the Agreement. Failure to pay fees or expenses due hereunder is a material breach.

8. Employee Non-Solicitation Covenant: During the Term, and for a period of 12 months thereafter, Customer agrees not to, directly or indirectly, solicit, recruit or employ any employee of Bizco without the prior written consent of Bizco. During the Term, and for a period of 12 months thereafter, Bizco agrees not to, directly or indirectly, solicit, recruit or employ any employee of Customer that worked with Bizco while the employee was an employee of Customer without the prior written consent of Customer.

9. Disclaimers. Customer agrees that: (i) Bizco makes no promises or guarantees that it will be able to resolve all issues or "bugs" in third-party software, networks, systems and technology ("Third-Party Systems"), (ii) a failure by Bizco to resolve any issue or series of issues in any Third-Party System is not a breach of the Agreement, and (iii) Bizco cannot and does not guarantee that Customer's Third-Party Systems will be fully operational or secure. Bizco is in no way liable for defects or issues in any Third-Party Systems, or for correcting errors introduced into data or software due to failure of Third-Party Systems, or for any cost of reconstructing software or lost data. Except to the extent set forth in the Agreement, Customer agrees that it has the responsibility for securing and backing up its data. Customer is responsible for maintaining its own security policy and periodically testing its security to make sure it

meets the requirements of its security policy. Customer acknowledges and agrees that any changes made to a Customer network or system may have direct or indirect impacts that are negative to its security. Bizco cannot anticipate every possible reaction due to such changes. Customer is specifically advised to obtain appropriate cybersecurity insurance to help protect its technology environment from malicious actors.

EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, BIZCO AND ITS SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY; NONINFRINGEMENT; FITNESS FOR A PARTICULAR PURPOSE; OR ARISING AS A RESULT OF CUSTOMER USAGE IN THE TRADE OR BY COURSE OF DEALING.

10. General Provisions:

(A) Notices: All notices, demands and communications required or permitted in connection with each Service Agreement shall be in writing and shall be deemed effectively given in all respects upon personal delivery or, if mailed, by registered or certified mail, postage prepaid, return receipt requested, or by overnight courier, the receipt of which is confirmed, addressed to the party hereto at the address set forth in the first paragraph of such Service Agreement (or such other address for a party as shall hereafter be specified by like notice). Either party hereto may from time to time change its notification address by giving the other party hereto prior written notice of the new address and the effective date thereof.

(B) Entire Agreement: The Agreement, including any specifically incorporated documents and other attachments hereto, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, purchase orders, understandings and negotiations, whether oral or written, electronic or implied, if any, between the parties hereto with respect to such subject matter. Any additional or conflicting terms on any purchase order for any products or services covered by this Agreement shall be void and without effect.

(C) Successors and Assigns: Each Service Agreement shall benefit and be binding upon the parties hereto and their respective successors and assigns.

(D) Modification or Waiver: The parties hereto may, by mutual agreement, amend any provision of this Agreement, and any party hereto may grant consent or waive any right to which it is entitled under the Agreement or any condition to its obligations under the Agreement, provided that each such amendment, consent or waiver shall be in writing.

(E) Return Privileges: Products are non-returnable unless approved in writing by Bizco within 30 days of invoice date. Those approved returns may be subject to a restocking fee equal to 30% of the invoice price of the product being returned.

(F) Assignment: Neither party may assign the Agreement without the prior written consent of the other party, except that such consent shall not be necessary for an assignment made to a party's successor in connection with the sale of all or substantially all of such party's business or portion of such party's business to which the Agreement relates, so long as such successor agrees in writing to the terms of the Agreement. Subject to the restrictions in assignment contained herein, these terms will be binding on and inure to the benefit of the parties hereto and their successors and assigns.

(G) Modifications: The terms of the Agreement shall not be amended or modified except by a writing executed by each of the parties or as provided in Section 1 of these Terms and Conditions.

(H) Applicable Law: The Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska, without regard to its conflicts of law provisions. The parties submit to the jurisdiction of the state and federal courts sitting in Nebraska and agree that such courts shall have sole and exclusive jurisdiction over all disputes and causes of action involving such parties that arise out of or in connection with the Agreement.

(I) Severability: In the event that any provision or portion of the Agreement should be held to be unenforceable or invalid for any reason, such provision or portion thereof shall be modified or deleted in such a manner so as to make the Agreement or these terms as modified legal and enforceable to the fullest extent permitted under applicable laws.

(J) Force Majeure: Except for Customer's payment obligations, each party shall be excused from performance and shall not be liable for any delay or failure caused by events outside of its reasonable control, including without limitation acts of war, terrorism, insurrection, riot or other act of civil disobedience, labor disturbance or shortage, pandemic, failure of the Internet, act of any government affecting the terms hereof, hurricane, earthquake, flood or other act of God.

(K) Electronic Signatures: The parties agree that the Agreement and all Quotes may be submitted and signed electronically by digital signatures or other electronic manifestation of acceptance. Such signatures will be fully binding on the parties, in the same manner as if physically signed and submitted by a party. Each party waives any objection that its digital signatures and acceptances are not valid.

Acceptance

IN WITNESS WHEREOF, each of the Parties has executed this **Sales Contract**, both Parties by its duly authorized officer, as of the day and year set forth below.

BizSecure Renewal Agreement Monthly Recurring Total: \$1,805.20

**Recurring rental, CSP pricing or hosted services may not be included in this total*

Agreement Start Date: 1/1/2025

Bizco Technologies:

Bizco Technologies:

City of Hickman:

Brad Osborn
IT Director

JD Westerholm
Account Executive

Kelly Oelke
City Administrator

Schmader Electric Const. Co.

1743 Hwy 275

West Point, NE 68788

Invoice

Date	Invoice #
11/26/2024	2882

Bill To
City of Hickman 115 Locust St PO Box 127 Hickman, NE 68372

Project	P.O. No.	Terms
202409-Buel Apartm...		Net 30

Quantity	Description	U/M	Rate	Amount
	Buel Ph 3 Apartment Complex		0.00	0.00
	Bid Job Complete			
1	Labor & Equipment	hr	62,900.00	62,900.00
Phone #			E-mail	
4023722474			seccinc@schmaderelectric.com	
			Total	\$62,900.00

Kelly Oelke

From: Wade Neely <wneely@olsson.com>
Sent: Wednesday, November 27, 2024 10:15 AM
To: Kelly Oelke
Cc: Wade Luther; Austin D. Miller; Joyce Ewing; Jessica Mathis; Schmader Electric; Erik Eihusen
Subject: Buel Phase III Apartment Complex Power - Schmader Electric
Attachments: Schmader Electric Buel Phase III Apartment Complex Invoice 11.26.2024.pdf

Kelly,

Olsson has reviewed the invoice. All good, and okay to pay.

Happy Thanksgiving everyone, safe travels!

Sincerely,

Wade Neely

Wade Neely
Power

1027 S. Main Street, Suite 503
Joplin, MO 64801
☎ 417.781.0643



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[View Legal Disclaimer](#)

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between City of Hickman, Nebraska ("Owner") and Schmader Electric, West Point, Nebraska ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Installation of approximately 3,400 feet of 1/0 AWG AL URD with 2" conduit per phase, underground distribution line. 1 new junction can.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Buel Phase III Apartment Complex Addition Power Distribution Design.

ARTICLE 3—ENGINEER

3.01 The Owner has retained Olsson ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by Olsson.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially complete on or before **September 15, 2024**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **September 27, 2024**. **Please see attached memo*

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$150 for each day that expires after such time until the Work is completed and ready for final payment.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.04 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. Bidder will complete the Work in accordance with the Contract Documents for the following price(s) ~~Sixty-two Thousand Nine Hundred Dollars & No Cents~~ (\$62,900.00)
(Write-Out-in-Words) *(Figures)*
 - B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 20th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted

in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 95 percent of the value of the Work completed (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. Bid Form
 4. General Conditions.
 5. Supplementary Conditions.
 6. Specifications as listed in the table of contents of the project manual.
 7. Drawings consisting of 5 sheets with each sheet bearing the following general title: Buel Phase III Apartment Complex Addition Power Distribution Design
 8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.

- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 - 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - 8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on 8-22-2024 (which is the Effective Date of the Contract).

Owner:

City of Hickman
115 Locust Street
Hickman, NE 68372

(typed or printed name of organization)

By: 
(individual's signature)

Date: 8-22-2024
(date signed)

Name: Phil Goering
(typed or printed)

Title: Mayor
(typed or printed)

Attest: 
(individual's signature)

Title: City Administrator
(typed or printed)

Address for giving notices:
CITY OF HICKMAN
115 LOCUST ST.
P.O. BOX 127
HICKMAN, NE 68372

Designated Representative:
Name: Kelly Delke
(typed or printed)

Title: City Administrator
(typed or printed)

Address:
CITY OF HICKMAN
115 LOCUST ST.
P.O. BOX 127
HICKMAN, NE 68372

Phone: 402-792-2212

Email: koelke@hickman.ne.gov

Contractor:

Schmader Electric Construction Co., Inc.
1743 Hwy. 275
West Point, NE 68788


(typed or printed name of organization)

By: 
(individual's signature)

Date: _____
(date signed)

Name: Dale Schmader
(typed or printed)

Title: President
(typed or printed)

Attest: 
(individual's signature)

Title: Pres.
(typed or printed)

Address for giving notices:
1743 Hwy 275
West Point NE 68788

Designated Representative:
Name: Dale Schmader
(typed or printed)

Title: President
(typed or printed)

Address:
1743 Hwy 275
West Point NE 68788

Phone: 402-372-2474

Email: _____

License No.: _____
(where applicable)

State: _____

Documentation of Authority to Sign

Complete Section A *or* B, as applicable:

Section A.

I Marla Schmoder certify that I am the Secretary of the corporation named as Contractor herein; that Dale Schmoder who signed this contract on behalf of the Contractor was then President (Title) of said corporation; that said contract was duly signed for and on behalf of the said corporation by authority of its governing body and is within the scope of its corporate powers.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the seal of said corporation this day 9 of August, 2024.

(Corporate Seal)

Marla Schmoder
Corporate Secretary

Section B.

We hereby certify that the undersigned are the sole owners of the company named as Contractor herein; and hereby attest that _____, who signed this Agreement on behalf of said Contractor, is authorized to legally bind the Contractor to the obligations of this Agreement.

By _____

NOTARIZATION

STATE OF NEBRASKA

COUNTY OF _____

The foregoing was acknowledged before me this _____ day of _____, _____, by _____.

Notary Public



SCHMADER ELECTRIC CONST. CO. INC.

ELECTRICAL CONTRACTORS

1743 HWY 275
WEST POINT, NE 68788
PHONE (402) 372-2474
FAX (402) 372-3032

August 9, 2024

Olsson

Re: Hickman Buel Apartments
Hickman, NE

*Finish date will be extended as material order date was late due to delayed receipt of signed contract. As per company policy, material may not be ordered until signed/dated documents are in hand. Job will commence upon delivery of material once ordered. We are requesting that the finish date be extended and/or the \$150 per day penalty be waived.

Thank you

Dale Schmader

PERFORMANCE BOND

Contractor Name: SCHMADER ELECTRIC CONSTRUCTION COMPANY, INC Address (principal place of business): 1743 Highway 275 West Point, NE 68788	Surety Name: UNITED FIRE & CASUALTY COMPANY Address (principal place of business): 118 Second Avenue SE, PO Box 73909 Cedar Rapids, Iowa 52407 3909
Owner Name: City of Hickman Mailing address (principal place of business): 115 Locust St. Hickman, NE 68372	Contract Description (name and location): City of Hickman 115 Locust St., Hickman, NE the project] BUL Phase 111, Apartment Complex Addition, Power Dist. Design Contract Price: \$62,900.00 Effective Date of Contract: 8-22-2024
Bond #54-222300 Bond Amount: \$62,900.00 Date of Bond: 8-22-2024 (Date of Bond cannot be earlier than Effective Date of Contract) Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal SCHMADER ELECTRIC CONSTRUCTION CO., INC	Surety UNITED FIRE & CASUALTY COMPANY
(Full formal name of Contractor)	(Full formal name of Surety) (corporate seal)
By: <u>Dale Schmader</u> (Signature)	By: <u>Patrice L. Rowe</u> (Signature)(Attach Power of Attorney)
Name: <u>Dale Schmader</u> (Printed or typed)	Name: <u>Patrice L. Rowe</u> (Printed or typed)
Title: <u>Pres.</u>	Title: <u>Agent & Power of Attorney</u>
Attest: _____ (Signature)	Attest: <u>Kent G. Kienbaum</u> (Signature)
Name: _____ (Printed or typed)	Name: <u>Kent G. Kienbaum</u> (Printed or typed)
Title: _____	Title: <u>Agent</u>
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	



PAYMENT BOND

Contractor SCHMADER ELECTRIC CONSTRUCTION Name: COMPANY, INC. Address (principal place of business): 1743 Highway 275 West Point, NE 68788	Surety UNITED FIRE & CASUALTY COMPANY Name: .. Address (principal place of business): 118 Second Avenue SE, PO Box 73909 Cedar Rapids, Iowa, 52407 3909
Owner Name: City of Hickman Mailing address (principal place of business): 115 Locust St. Hickman, NE 68372	Contract Description (name and location): City of Hickman 115 Locust St., Hickman, NE Project: BUL Phase 111, Apartment Complex Addition, Power Dist. Design Contract Price: \$62,900.00 Effective Date of Contract: 8-22-2024
Bond #54-222300 Bond Amount: \$62,900.00 Date of Bond: 8-22-2024 (Date of Bond cannot be earlier than Effective Date of Contract) Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal SCHMADER ELECTRIC CONSTRUCTION CO., INC (Full formal name of Contractor)	Surety UNITED FIRE & CASUALTY COMPANY (Full formal name of Surety) (corporate seal)
By: <u>Dale Schmader</u> (Signature)	By: <u>Patrice L. Rowe</u> (Signature) (Attach Power of Attorney)
Name: <u>Dale Schmader</u> (Printed or typed)	Name: <u>Patrice L. Rowe</u> (Printed or typed)
Title: <u>Pres</u>	Title: <u>Agent & Power of Attorney</u>
Attest: _____ (Signature)	Attest: <u>Kent A. Kaulen</u> (Signature)
Name: _____ (Printed or typed)	Name: <u>Agent</u> (Printed or typed)
Title: _____	Title: _____
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	





UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY

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

(original on file at Home Office of Company – See Certification)

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

PATRICE L. ROWE, KATHLEEN BUSE, KENT G. KIENBAUM, BRETT J. MOWINKEL, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$3,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 6th day of October, 2025, unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

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

“Article VI – Surety Bonds and Undertakings”

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

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 6th day of October, 2023

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

By: *Kyanna M. Saylor*
 Vice President



State of Iowa, County of Linn, ss:

On 6th day of October, 2023, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say, that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal, that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell
 Notary Public
 My commission expires 10/26/2025

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

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 22nd day of August, 2024.



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

BPOA0045 122017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION PROVIDED BY US TO PERSON(S) OR ORGANIZATION(S) WITH WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT OR AGREEMENT

This policy is subject to the following additional Conditions:

If we cancel this policy by notice to the first Named Insured, for any statutorily permitted reason other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to any person(s) or organization(s) with whom you have agreed in a written contract or agreement to provide such person(s) or organization(s) with a notice of cancellation but only if:

1. You have provided the name and address of such person(s) or organization(s) to your authorized agent; and
2. Your authorized agent provides us with that list within three (3) business days from the date we request it from them.

If notice is mailed, proof of mailing to the last known mailing address of such person(s) or organization(s) will be sufficient proof of notice.

Failure to provide such notice to such person(s) or organization(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon us, our agents or our representatives.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT OR
AGREEMENT INCLUDING COMPLETED OPERATIONS – PRIMARY AND
NONCONTRIBUTORY**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of:

- a. your ongoing operations for the additional insured; or
- b. "Your work" for the additional insured and included in the "products – completed operations hazard".

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury," "property damage" and "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports,

surveys, field orders, change orders or drawings and specifications; or

- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

D. The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

E. All other terms and conditions of this policy remain unchanged.

5D39162

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ELITE EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended to include the following clarifications and extensions of coverage. The provisions of the Coverage Form apply unless modified by endorsement.

A. EXPECTED OR INTENDED INJURY

Section I – Coverage A, Exclusion a. is amended as follows:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of an insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. NON-OWNED WATERCRAFT

Section I – Coverage A, Exclusion g.(2) is amended as follows:

- (2) A watercraft you do not own that is:
 - (a) Less than 60 feet long; and
 - (b) Not being used to carry person(s) or property for a charge;

C. EXTENDED PROPERTY DAMAGE COVERAGE

Section I – Coverage A, Exclusions j.(3) and (4) is amended to add the following:

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

SCHEDULE	
Limits Of Insurance	Deductible
\$5,000 Each Occurrence	\$250 Per Claim
\$10,000 Annual Aggregate	

- a. The each occurrence limit listed above is the most we will pay for all damages because of "property damage" to property in the care, custody and control of or property loaned to an insured as the result of any one "occurrence", regardless of the number of:
 - (1) insureds;
 - (2) claims made or "suits" brought;
 - (3) persons or organizations making claims or bringing "suits".

The aggregate limit listed above is the most we will pay for all damages because of "property damage" to property in the care custody and control of or property loaned to an insured during the policy period.

Any payment we make for damages because of "property damage" to property in the care, custody and control of or property loaned to an insured will apply against the General Aggregate Limit shown in the declarations.

- b. Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the deductible amount listed above. We may pay any part or all of the deductible amount listed above. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification by us, you will promptly reimburse us for that part of the deductible we paid.

- c. If two or more coverages apply under one "occurrence", only the highest per claim deductible applicable to these coverages will apply.

- d. Insurance provided by this provision is excess over any other insurance, whether primary, excess, contingent or any other basis. Since insurance provided by this endorsement is excess, we will have no duty to defend any claim or "suit" to which insurance provided by this endorsement applies if any other insurer has a duty to defend such a claim or "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

D. PROPERTY DAMAGE – ELEVATORS

Section I – Coverage A.2. Exclusions paragraphs j.(3), j.(4), j.(6) and k. do not apply to use of elevators. This insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured and Section IV – Commercial General Liability Conditions Paragraph 4. Other Insurance is changed accordingly.

E. FIRE, LIGHTNING OR EXPLOSION DAMAGE

Except where it is used in the term "hostile fire", the word fire includes fire, lightning or explosion wherever it appears in the Coverage Form.

Under **Section I – Coverage A**, the last paragraph (after the exclusions) is replaced with the following:

Exclusions c. through n. do not apply to damage by fire, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance**.

F. MEDICAL PAYMENTS

If **Section I – Coverage C. Medical Payments Coverage** is not otherwise excluded from this Coverage Form:

The requirement, in the Insuring Agreement of Coverage C., that expenses must be incurred and reported to us within one year of the accident date is changed to three years.

G. SUPPLEMENTARY PAYMENTS

Supplementary Payments – Coverages A and B Paragraphs 1.b. and 1.d. are replaced by the following:

1.b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

H. SUBSIDIARIES AS INSURED

Section II – Who Is An Insured is amended to add the following:

1.f. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, insured does not include any subsidiary that is an insured under any other general liability policy, or would have been an insured under such a policy but for termination of that policy or the exhaustion of that policy's limits of liability.

I. BLANKET ADDITIONAL INSURED – AS REQUIRED BY CONTRACT

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) subject to provisions in Paragraph 2. below, (hereinafter referred to as additional insured) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy provided that the written contract or agreement is:

- a. Currently in effect or becomes effective during the policy period; and
- b. Executed prior to an "occurrence" or offense to which this insurance would apply.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and
- c. Applies only if the person or organization is not specifically named as an additional insured under any other provision of, or endorsement added to, **Section II – Who Is An Insured** of this policy.

2. As provided herein, the insurance coverage provided to such additional insureds is limited to:

- a. Any Controlling Interest, but only with respect to their liability arising out of their financial control of you; or premises they own, maintain, or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- b. Any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In connection with your premises; or

(2) In the performance of your ongoing operations.

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

- c. Any manager or lessor of a premises leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
- d. Any state or governmental agency or subdivision or political subdivision, subject to the following:
- (1) This insurance applies only with respect to the following hazards for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
 - (b) The construction, erection or removal of elevators; or
 - (c) The ownership, maintenance or use of any elevators covered by this insurance.
 - (2) This insurance applies only with respect to operations performed by you or on your behalf for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".
- e. Any vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

With respect to the insurance afforded to these vendors, the following additional exclusions apply:

- (1) The insurance afforded any vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which any vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that any vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by any vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at any vendor's premises in connection with the sale of the product;
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for any vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of any vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

f. Any Mortgagee, Assignee Or Receiver, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

g. Any Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

(1) This insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

h. Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

i. Any Owners, Lessees, or Contractors for whom you are performing operations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

(2) "Bodily injury" or "property damage" occurring after:

(a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

j. Any Grantor of Licenses to you, but only with respect to their liability as grantor of licenses to you.

Their status as additional insured under this endorsement ends when:

1. The license granted to you by such person(s) or organization(s) expires; or
2. Your license is terminated or revoked by such person(s) or organization(s) prior to expiration of the license as stipulated by the contract or agreement.

k. Any Grantor of Franchise, but only with respect to their liability as grantor of a franchise to you.

l. Any Co-owner of Insured Premises, but only with respect to their liability as co-owner of any insured premises.

m. Any Concessionaires Trading Under Your Name, but only with respect to their liability as a concessionaire trading under your name.

3. Any insurance provided to any additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or its agents, "employees" or any other representative of the additional insured.

4. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance:**

If coverage provided to any additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

J. COVERAGE FOR INJURY TO CO-EMPLOYEES AND/OR YOUR OTHER VOLUNTEER WORKERS

Section II – Who is an Insured, Paragraph 2.a. (1) is amended to add the following:

e. Paragraphs (a), (b), and (c) do not apply to your "employees" or "volunteer workers" with respect to "bodily injury" to a co-"employee" or other "volunteer worker".

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

K. HEALTH CARE SERVICE PROFESSIONALS AS INSUREDS - INCIDENTAL MALPRACTICE

Section II – Who is an Insured, Paragraph 2.a. (1) (d) is amended as follows:

This provision does not apply to Nurses, Emergency Medical Technicians, or Paramedics who provide professional health care services on your behalf.

However this exception does not apply if you are in the business or occupation of providing any such professional services.

L. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Who Is An Insured, Paragraph 3.a. is replaced by the following:

3.a. Coverage under this provision is afforded until the end of the policy period.

This provision does not apply if newly formed or acquired organizations coverage is excluded either by the provisions of the Coverage Form or by endorsements.

M. DAMAGE TO PREMISES RENTED TO YOU

Section III – Limits of Insurance, Paragraph 6. is replaced by the following:

Subject to 5.a. above, the Damage To Premises Rented To You Limit, or \$500,000, whichever is higher, is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, smoke or leakage from automatic protection systems, while rented to you or temporarily occupied by you with permission of the owner.

N. MEDICAL PAYMENTS – INCREASED LIMITS

Section III – Limits of Insurance, Paragraph 7. is replaced by the following:

7. Subject to Paragraph 5. above, \$10,000 is the Medical Expense Limit we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, unless the amount shown on the Declarations of this Coverage Part for Medical Expense Limit states:

- (a) No Coverage; or
- (b) \$1,000; or
- (c) \$5,000; or
- (d) A limit higher than \$10,000.

O. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Section IV – Commercial General Liability Conditions Paragraph 2. is amended to add the following:

- e. The requirement in Condition 2.a. that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim, applies only when the "occurrence" or offense is known to:
 - (1) You, if you are an individual or a limited liability company;
 - (2) A partner, if you are a partnership;
 - (3) A member or manager, if you are a limited liability company;
 - (4) An "executive officer" or insurance manager, if you are a corporation; or
 - (5) A trustee, if you are a trust.
- f. The requirement in Condition 2.b. that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:
 - (1) You, if you are an individual or a limited liability company;
 - (2) A partner, if you are a partnership;
 - (3) A member or manager, if you are a limited liability company;
 - (4) An "executive officer" or insurance manager, if you are a corporation; or
 - (5) A trustee, if you are a trust.

P. PRIMARY AND NONCONTRIBUTORY – ADDITIONAL INSURED EXTENSION

Section IV – Commercial General Liability Conditions Paragraph 4. Other Insurance is amended to add the following:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured. However, if the additional insured has been added as an additional insured on other policies, whether primary, excess, contingent or on any other basis, this insurance is excess over any other insurance regardless of the written agreement between you and an additional insured.

Q. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Commercial General Liability Conditions Paragraph 6. Representations is amended to add the following:

If you unintentionally fail to disclose any exposures existing at the inception date of your policy, we will not deny coverage under the Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

R. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Section IV – Commercial General Liability Condition Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us is amended to add the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products completed operations hazard".

S. MENTAL ANGUISH

Section V – Definition 3. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

T. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

Kelly Oelke

From: Tim D. Kalkowski <tkalkowski@1fsb.bank>
Sent: Thursday, December 5, 2024 2:14 PM
To: Kelly Oelke
Subject: Reimbursement for repair of underground electrical line during the construction of the roundabout in Hickman, NE

Kelly:

Our digital sign next to 68th street kept shorting out so during our remodel project we had our electrician attempt to pull in a new electrical line to the sign and we found that the conduit was crushed under the new concrete that was installed during the construction of the roundabout. Hickman Facilities Director Wade Luther inspected the damage and took pictures. We have submitted to him the invoice that First State Bank has paid to Ayars & Ayars for the repair of the crushed conduit and the smashed electrical. We are asking that the City please reimburse First State Bank for this repair that was caused by the construction of the roundabout.

Please contact me if you have further questions.

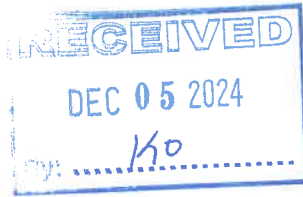
Thank you.

Tim Kalkowski

 **First State**

Tim D. Kalkowski NMLS #476718
Regional President/Senior Loan Officer
Phone: (402) 858-1199
Mail: tkalkowski@1fsb.bank
Website: www.1fsb.bank
Address: 655 Chestnut St., P.O. Box 231 | Hickman,
Nebraska 68372

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INVOICE

First State Bank Nebraska
655 Chestnut Street
Hickman, NE 68372

Invoice: **24B15400005**
Date: 10/23/2024
Project: 24-B-154
Project Manager: Laura Phillips

Labor and material to get signage on the East side functioning after damage done during street repairs.

1. Used locator and fish tape to locate the conduit, and to also get close to where we thought the damage was.
2. Saw cut and removed the concrete in the area we determined the broken conduit and wires were at.
3. Dug up the conduit, to expose the damage.
4. The circuitry wires were pulled back, to the buildings nearest junction box.
5. The conduit was then cut/removed. A new piece was molded with the hot bend to fit the removed section of piping, and then installed.
6. repulled the circuit back into the sign and make our power connections.
7. The hole was then backfilled and tamped for the soil compaction before concrete could be poured.
8. Replaced the concrete.

Amount Due: \$ 3,638.00

Date Due: 11/2/2024

Project Team Members:
Sales: Robert Wittler
Estimating: David Peaslee
Project Manager: Laura Phillips

Please pay from this Invoice.
Terms: Net 10 Days

First State Bank Nebraska, 655 Chestnut Street

Pictures of damage that is stated to have occurred during City's Round-a-bout Project.

The Bank has paid for the repairs to their business sign and is requesting to be reimbursed by the City in the amount of \$3,638.00.



Request received 12/5/2024

2025 City of Hickman

City Council Meeting Dates

COUNCIL MEETING DATES

January 14, 2025

January 28, 2025

February 11, 2025

February 25, 2025

March 11, 2025

March 25, 2025

April 08, 2025

April 22, 2025

May 13, 2025

May 27, 2025

June 10, 2025

June 24, 2025

July 08, 2025

July 22, 2025

August 12, 2025

August 26, 2025

September 09, 2025

September 23, 2025

October 14, 2025

October 28, 2025

November 11, 2025

November 25, 2025

December 09, 2025

December 23, 2025

AGENDA DEADLINE DATES

January 8, 2025

January 22, 2025

February 05, 2025

February 19, 2025

March 05, 2025

March 19, 2025

April 02, 2025

April 16, 2025

May 07, 2025

May 21, 2025

June 04, 2025

June 18, 2025

July 02, 2025

July 16, 2025

August 06, 2025

August 20, 2025

September 03, 2025

September 17, 2025

October 08, 2025

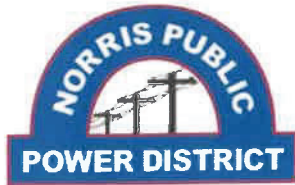
October 22, 2025

November 05, 2025

November 19, 2025

December 03, 2025

December 17, 2025



606 IRVING STREET - P.O. BOX 399
BEATRICE, NEBRASKA 68310-0399
402-223-4038
www.norrisppd.com

December 4, 2024

City of Hickman
Kelly Oelke, City Administrator
PO Box 127
Hickman, NE 68372

RE: 2025 Customer Electric Rates

Dear Ms. Oelke,

The Norris Public Power District Board of Directors recently approved customer electric rates for 2025. For years, Norris has been able to absorb supply chain obstacles and their impact on costs for the District. These outside influences are requiring the District to increase revenue collections to pay for these increased costs. The District is also planning for future capital improvements to the electric system and is anticipating future rate increases from Nebraska Public Power District, the District's wholesale power supplier, for reasons similar to Norris. **With these considerations, the Norris Board of Directors approved an overall customer rate increase of 1.9% for 2025.**

The actual rate increase percentage for each customer will vary based on their applicable customer rate schedule and their individual demand and energy usage characteristics. Rate modifications are made at the recommendation of the District's rate consultant who reviews the District's costs of service to ensure that costs are being fairly allocated to each customer rate class. Enclosed are copies of the 2025 Rate Schedules for your electric services.

The customer rate increase in 2025 will allow the District to fulfill its mission of providing safe, reliable, and low-cost electricity and to maintain a strong financial position for the benefit of our customers. Please feel free to contact me with questions about any of the information contained in this letter.

Sincerely,

A handwritten signature in blue ink that reads "Michelle Junker".

Michelle Junker
Manager of Finance and Accounting

Enclosures

Board Approved: November 6, 2024

Effective: Bill Rendered After January 1, 2025

SCHEDULE 5 – ANNUAL SERVICE

Availability

Available to seasonal users, including cabins, uninhabited farmsteads, seasonal farm use, water pumping for stock and domestic purposes and grain handling installations where the customer's annual peak demand is less than 150 kW when electric service is measured by one meter, and not used as a permanent residence or for crop irrigation. This rate schedule is closed to new customers.

Type of Service

Single-phase or three-phase, 60 cycles, at available secondary voltages.

Annual Rate

Customer Charge	\$384.00
Demand Charge, per kW of billing demand	\$ 24.00
Energy Charge, per kWh	\$.0322

Determination of Billing Demand

The billing demand shall be the maximum kilowatt demand established by the customer for any period of 15 minutes during the billing period for which the bill is rendered as indicated or recorded by a demand meter.

Fuel and Production Cost Adjustment

A fuel or production cost adjustment may be applied to all energy used in an amount per kWh equal to the increase or decrease in the District's cost due to a fuel or production cost adjustment from the District's power supplier including an adjustment for system energy losses.

Minimum Charge

The minimum annual charge shall be the greater of the customer charge or \$16.80 per kVA of required transformer capacity.

Municipal Agreement Charge

Where the District has an agreement to pay a municipality a percentage of the customer's retail revenue, such percentage will be added to each customer's bill before application of a fuel or production cost adjustment, for services located within the corporate limits and for customers served by city or village owned distribution facilities.

Gross Revenue Tax

For services located within the corporate limits of an incorporated town or village, the District is required to collect a 5% gross revenue tax on revenues, including any fuel or production cost adjustment, and remit this amount to the county in which the service is located.

Service Regulations

The District's Service Regulations are incorporated herein as part of this Schedule.

Board Approved: November 6, 2024

Effective: Bill Rendered After January 20, 2025

SCHEDULE 6 – SMALL GENERAL SERVICE**Availability**

Available for commercial, industrial, and farm services, for all uses including lighting, heating, and power, except crop irrigation, where the customer's annual peak demand is less than 50 kW.

Type of Service

Single-phase or three-phase, 60 cycles at available secondary voltages.

<u>Monthly Rate</u>	<u>Summer</u>	<u>Winter</u>
Customer Charge	\$32.00	\$32.00
Demand Charge, per kW of billing demand	\$ 2.00	\$ 2.00
Energy Charge, per kWh	\$.0800	\$.0710

Determination of Billing Demand

The billing demand shall be the maximum kilowatt demand established by the customer for any period of 15 minutes during the billing period for which the bill is rendered as indicated or recorded by a demand meter.

Determination of Annual Peak Demand

The annual peak demand shall be the maximum kilowatt demand established by the customer for any period of 15 minutes during the 12-month period ending September 30 of each year.

Reclassification of Schedule 6, 7, 8 and 9 Customers

Between October 1 and December 31 of each year, Norris will calculate the peak demand for each general service and small power service customer (Schedules 6, 7, 8 and 9) for the 12-month period ending September 30. If the customer's peak demand no longer qualifies for its current rate schedule based on the Availability criteria, Norris will reclassify that customer to the appropriate general service or small power service rate schedule. This reclassification will be effective with the first day of the first billing period of the following calendar year.

Fuel and Production Cost Adjustment

A fuel or production cost adjustment may be applied to all energy used in an amount per kWh equal to the increase or decrease in the District's cost due to a fuel or production cost adjustment from the District's power supplier including an adjustment for system energy losses.

Minimum Charge

The minimum monthly charge shall be the greater of the following:

1. The minimum specified in the contract for service.
2. Customer charge.
3. A charge of \$1.40 per kVA of required transformer capacity.

Summer and Winter Seasons

The summer rates will apply to customer bills rendered between June 15th and October 15th. The winter rates will apply to the remaining months of the year.

Municipal Agreement Charge

Where the District has an agreement to pay a municipality a percentage of the customer's retail revenue, such percentage will be added to each customer's bill before application of a fuel or production cost adjustment, for services located within the corporate limits and for customers served by city or village owned distribution facilities.

Gross Revenue Tax

For services located within the corporate limits of an incorporated town or village, the District is required to collect a 5% gross revenue tax on revenues, including any fuel or production cost adjustment, and remit this amount to the county in which the service is located.

Service Regulations

The District's Service Regulations are incorporated herein as part of this Schedule.

<h1 style="margin: 0;">Norris</h1> <p style="margin: 0;">Public Power District</p>	<h2 style="margin: 0;">Rate Schedules</h2>
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Board Approved: November 6, 2024

Effective: Bill Rendered After January 20, 2025

SCHEDULE 7 – MEDIUM GENERAL SERVICE

Availability

Available for residential, commercial, industrial, and farm services, for all uses including lighting, heating, and power, except crop irrigation, where the customer’s annual peak demand is 50 kW or greater but less than 150 kW.

Type of Service

Single-phase or three-phase, 60 cycles at available secondary voltages.

<u>Monthly Rate</u>	<u>Summer</u>	<u>Winter</u>
Customer Charge	\$50.00	\$50.00
Demand Charge, per kW of billing demand	\$ 5.00	\$ 3.00
Energy Charge, per kWh	\$.0750	\$.0690

Determination of Billing Demand

The billing demand shall be the maximum kilowatt demand established by the customer for any period of 15 minutes during the billing period for which the bill is rendered as indicated or recorded by a demand meter.

Determination of Annual Peak Demand

The annual peak demand shall be the maximum kilowatt demand established by the customer for any period of 15 minutes during the 12-month period ending September 30 of each year.

Reclassification of Schedule 6, 7, 8 and 9 Customers

Between October 1 and December 31 of each year, Norris will calculate the peak demand for each general service and small power service customer (Schedules 6, 7, 8 and 9) for the 12-month period ending September 30. If the customer’s peak demand no longer qualifies for its current rate schedule based on the Availability criteria, Norris will reclassify that customer to the appropriate general service or small power service rate schedule. This reclassification will be effective with the first day of the first billing period of the following calendar year.

Fuel and Production Cost Adjustment

A fuel or production cost adjustment may be applied to all energy used in an amount per kWh equal to the increase or decrease in the District’s cost due to a fuel or production cost adjustment from the District’s power supplier including an adjustment for system energy losses.

Minimum Charge

The minimum monthly charge shall be the greater of the following:

1. The minimum specified in the contract for service.
2. Customer charge.
3. A charge of \$1.40 per kVA of required transformer capacity.

Summer and Winter Seasons

The summer rates will apply to customer bills rendered between June 15th and October 15th. The winter rates will apply to the remaining months of the year.

Municipal Agreement Charge

Where the District has an agreement to pay a municipality a percentage of the customer's retail revenue, such percentage will be added to each customer's bill before application of a fuel or production cost adjustment, for services located within the corporate limits and for customers served by city or village owned distribution facilities.

Gross Revenue Tax

For services located within the corporate limits of an incorporated town or village, the District is required to collect a 5% gross revenue tax on revenues, including any fuel or production cost adjustment, and remit this amount to the county in which the service is located.

Service Regulations

The District's Service Regulations are incorporated herein as part of this Schedule.

Board Approved: November 6, 2024

Effective: Bill Rendered After October 20, 2024

SCHEDULE K19 – MUNICIPAL STREET LIGHTING

Availability

Available for street lighting service from dusk to dawn within the City of Hickman's service area for unmetered, city-owned and city-maintained fixtures and poles per the Electric Service Lease Agreement effective October 1, 2024.

Monthly Rate

High Pressure Sodium:

70 watt lamp	\$ 3.30
100 watt lamp	\$ 4.40
250 watt lamp	\$10.40
400 watt lamp	\$15.80

Light Emitting Diode (LED):

15 watt lamp	\$ 1.10
70 watt lamp	\$ 3.00
110 watt lamp	\$ 4.40
346 watt lamp	\$12.50

Mercury Vapor:

175 watt lamp	\$ 7.40
250 watt lamp	\$10.10
400 watt lamp	\$15.70

Municipal Agreement Charge

Where the District has an agreement to pay a municipality a percentage of the customer's retail revenue, such percentage will be added to each customer's bill before application of a fuel or production cost adjustment, for services located within the corporate limits and for customers served by city or village owned distribution facilities.

Gross Revenue Tax

For services located within the corporate limits of an incorporated town or village, the District is required to collect a 5% gross revenue tax on revenues, including any fuel or production cost adjustment, and remit this amount to the county in which the service is located.

Service Regulations

The District's Service Regulations are incorporated herein as part of this Schedule.