

City Council Regular Meeting
Tuesday, February 23, 2021 7:00 PM

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

1. Call to Order
 - A. Participant Sign-In Sheet Available & Disclosure of Meeting Recording Process Notice Posted.
 - B. 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.
 - C. 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.
 - D. 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.
2. Pledge of Allegiance
3. Roll Call
4. Mayor Communications
5. Consent Agenda
 - A. Approval of February 9, 2021 City Council Meeting Minutes
 - B. Claims and Accounts Payable Report
 - C. Statement of Accounts and Budget Cash Report as of January 31, 2021

- D. Monthly City Sales Tax Report
- 6. Proclamations, Presentations, Appointments, Affirmations & Introductions
 - A. Oath of Office, Mr. Adam Gitter, Deputy City Administrator/Economic Development Director
- 7. Reports
 - A. Public Works and Parks and Recreation Department
 - B. City Code Violations, Abatements, Nuisances and Permits
- 8. Public Hearings - None
- 9. Unfinished Business - None
- 10. New Business
 - A. Ordinance 2021-04, Authorize General Obligation Refunding Bonds for the Payment and Redemption of GO Water Bonds Series 2016 (Water Dept)
 - B.
 - C. Ordinance 2021-05, Authorize Loan Contract Amendment No. 1 for NDEE Project No. C317887 (Sewer Dept)
 - D.
 - E. Ordinance 2021-06, Authorize Lease Purchase Transaction To Provide For Refinancing A Lease-Purchase Agreement For The Construction, Equipping And Furnishing Of A Community Center/City Hall (Hickman Building Foundation USDA Loan Construction of Community Center/City Hall)
 - F.
 - G. Recommend Approval of Liquor License Renewal for U-Stop
 - H. Recommend Approval of Liquor License Renewal for The Stage Theater
 - I. Recommend Approval of Liquor License Renewal for Mettle Grill
 - J. Consideration of Extending Families First Coronavirus Response Act to December 31, 2021
- 11. City Administrator's Report
- 12. Governing Body Comments & Council Correspondence

13. Meeting Adjournment

MINUTES OF THE HICKMAN CITY COUNCIL MEETING HELD FEBRUARY 9, 2021

Mayor Doug Hanson called the meeting to order at 7:00 pm on February 9, 2021 and referenced the meeting recording process, optional sign in sheet, and open meeting law posting. All those present stood and recited The Pledge of Allegiance. Council Members Walt Nelson, Doug Wagner, Chad Parker, Tina Ziemann, Phil Goering and Steve Noren were present for Roll Call. Prior notice of the meeting and agenda were provided to the Mayor and all members of the Governing Body. Notice of the meeting was distributed and posted at Hickman City Hall, U.S. Post Office-Hickman, U-Stop Market and the City of Hickman Website.

Mayor Communications

Mayor Hanson referred to the below zero temperature weather in the area and urged all to be safe. No action taken.

Consent Agenda

Interim City Administrator presented and discussed the January 26, 2021 Meeting Minutes, January 28, 2021 Special Meeting Minutes and line item content of the Accounts Payable & Claims Report with the Governing Body. Motion by Council Member Nelson and a second by Noren to approve the consent agenda. The following Council Members voted "YEA": Nelson, Wagner, Parker, Ziemann, Goering and Noren. The following Council Members voted "NAY": None. Motion passed 6-0.

Proclamations, Presentations, Appointments, Affirmations & Introductions – None

Reports

Interim City Administrator presented and discussed the Planning Commission report with the Governing Body. Planning Commission had a meeting on February 2, 2021 and elected a 2021 Chairperson and Vice Chairperson, held a Public Hearing to vacate the Administrative Final Plat for Buel Highlands Estates 1st Addition, lots 6A and 6B, made recommendation for approval to City Council to vacate the Administrative Final Plat for Buel Highlands Estates 1st Addition, lots 6A and 6B, and discussed contractual agreement with JEO Consulting Group on the final preparations of Zoning and Subdivision updates. Motion by Council Member Parker and a second by Goering to approve the Planning Commission report as presented. The following Council Members voted "YEA": Nelson, Wagner, Parker, Ziemann, Goering and Noren. The following Council Members voted "NAY": None. Motion passed 6-0.

Deputy Smith presented and discussed the January 2021 Lancaster County Sheriff's Office Report with the Governing Body. There were 30 calls for service in Hickman. Motion by Council Member Noren and a second by Ziemann to approve the Lancaster County Sheriff's Office report as presented. The following Council Members voted "YEA": Nelson, Wagner, Parker, Ziemann, Goering and Noren. The following Council Members voted "NAY": None. Motion passed 6-0.

Interim City Administrator presented and discussed the Community Center report with the Governing Body. Motion by Council Member Wagner and a second by Goering to approve the Community Center report as presented. The following Council Members voted "YEA": Nelson, Wagner, Parker, Ziemann, Goering and Noren. The following Council Members voted "NAY": None. Motion passed 6-0.

Public Hearings

Interim City Administrator and Planning Commission Chair presented documents and discussed the request to vacate the Administrative Final Plat for Buel Highlands Estates 1st Addition, lots 6A and 6B with the Governing Body. The City was contacted by the County assessor's office with notification that

they do not recognize “ghost” plats, parcels or lines. The legal lot is either replatted or not. Therefore, they recognized the ghost plat line as a parcel line and the 3 acre parcel was split into two parcels, compromising the ability to get to a lagoon or septic system since the three acre minimum lot size no longer existed. Consequently, a request to vacate the 1st Addition administrative plat and revert it back to its original legal description of Buel Highlands Estate, Block 1, Lot 6 was received by Mr. Miller.

Mayor Hanson opened the Public Hearing at 7:17 pm. The purpose of the hearing is to provide an opportunity for Public Comment on a request from Mr. Matt Miller, to vacate the Administrative Final Plat for Buel Highlands Estates 1st Addition, lots 6A and 6B and revert the property back to Buel Highlands Estates Block 1, Lot 6. Property is located in the SE ¼ of Section 22, T8N, R7E, 6th Principal Meridian, Lancaster County Nebraska. Said tract is commonly known as 17270 S. 75th Street Court, Hickman, NE 68372. No public comments were received. Motion by Nelson and a second by Parker to close the Public Hearing at 7:19 pm. The following Council Members voted “YEA”: Nelson, Wagner, Parker, Ziemann, Goering and Noren. The following Council Members voted “NAY”: None. Motion passed 6-0.

Unfinished Business

City Parks and Recreation Director presented and discussed quotes to repair baseball fields for the 2021 season with the Governing Body. Quotes were received from Odey’s Inc. in the amount of \$36,689.00; B & D Diamond Pro, Inc. in the amount of \$25,078.00; and Mack Bros. Groundskeeping LLC in the amount of \$23,288.75. Quotes were compared for consistency to seek lowest bid. Contingency and sod line items were removed from B & D Diamond Pro quote to be consistent with the other quotes. Motion by Council Member Wagner and a second by Ziemann to approve B & D Diamond Pro, Inc. quote in the amount of \$21,578.00 with removal of \$2,000.00 contingency and \$1,500.00 sod items. The following Council Members voted “YEA”: Nelson, Wagner, Parker, Ziemann, Goering and Noren. The following Council Members voted “NAY”: None. Motion passed 6-0.

New Business

Mayor Hanson presented and discussed Ordinance 2021-03, Vacate Plat of Buel Highlands Estates 1st Addition with the Governing Body. Ordinance 2021-03 was introduced by Council Member Nelson and requested Clerk to read by title Ordinance 2021-03 an Ordinance to vacate the plat of Buel Highlands Estates 1st Addition, a Subdivision within the zoning jurisdiction of the City of Hickman, Lancaster County, Nebraska; and to provide for an effective date thereof. Motion by Council Member Wagner and a second by Ziemann to waive the three reading rule for Ordinance 2021-03. The following Council Members voted “YEA”: Nelson, Wagner, Parker, Ziemann, Goering and Noren. The following Council Members voted “NAY”: None. Motion passed 6-0. Motion by Council Member Goering and a second by Wagner to pass Ordinance 2021-03 an Ordinance to vacate the plat of Buel Highlands Estates 1st Addition, a Subdivision within the zoning jurisdiction of the City of Hickman, Lancaster County, Nebraska; and to provide for an effective date thereof, on the first and final reading. The following Council Members voted “YEA”: Nelson, Wagner, Parker, Ziemann, Goering and Noren. The following Council Members voted “NAY”: None. Motion passed 6-0.

Mayor Hanson presented and briefly discussed agenda items 10 B. Strategy Session Concerning Right of Way Acquisitions on South 68th & Hickman Road Street Improvement Project and 10.C. Consideration of Appointment of Ms. Kelly Oelke, City Administrator with the Governing Body. Due to the collective bargaining of potential real estate purchases for right of way acquisitions on South 68th & Hickman Road and personnel matters concerning the appointment and employment agreement of the City Administrator, Mayor Hanson requested to discuss the items in closed session. Motion by Council Member Wagner and a second by Ziemann to enter into Executive Closed Session at 7:36 pm for approximately twenty minutes for the protection of the public interest for the purpose of discussing real estate purchases for right of way acquisitions on South 68th & Hickman Road and personnel

matters concerning the appointment and employment agreement of the City Administrator with the City Attorney. The following Council Members voted "YEA": Nelson, Wagner, Parker, Ziemann, Goering and Noren. The following Council Members voted "NAY": None. Motion passed 6-0.

Regular session reconvened at 7:50 pm as stated by Mayor Hanson. No action was taken during Executive Closed Session.

No action taken on agenda item 10 B. Strategy Session Concerning Right of Way Acquisitions on South 68th & Hickman Road Street Improvement Project.

Motion by Council Member Goering and a second by Parker to affirm the appointment of Ms. Kelly Oelke as City Administrator as of February 7, 2021 and to continue negotiation and finalization of City Administrator Employment Agreement with Mayor Hanson. The following Council Members voted "YEA": Nelson, Wagner, Parker, Ziemann, Goering and Noren. The following Council Members voted "NAY": None. Motion passed 6-0.

City Administrator's Report

City Administrator reported on working with Hickman Area Community Foundation Parks Committee and SENDD to develop a parks survey to be distributed in paper format in utility bills and electronic format on the City's website. Survey will include questions and suggestions for Baylor Heights and Terrace View green spaces and will be presented to the Governing Body in the near future. City utility employees have been offered the opportunity to receive a COVID-19 vaccine per the Critical (Essential) Utility Workers phase. Girl Scouts will be selling cookies drive-thru style at 588 Chestnut Street for the next couple of weekends. Lancaster County RTSD has contractually retained the services of Felsburg Holt & Ullevig for the Hickman Quiet Zone periodic update and reporting to affirm that safety requirements are continuing to be met. City Administrator discussed refinancing options and potential savings with Mr. Brad Slaughter of Piper Sandler/BOK for the City's USDA Loan for Community Center and 2016 Water GO and Ms. Sarah Frey of NDEE for Clean Water SFR Note #317887. Documents for consideration will be presented at a future City Council meeting. Motion by Ziemann and a second by Parker to approve the City Administrator's report as presented. The following Council Members voted "YEA": Nelson, Wagner, Parker, Ziemann, Goering and Noren. The following Council Members voted "NAY": None. Motion passed 6-0.

Governing Body Comments and Correspondence - None

Adjournment

Motion by Council Member Nelson and a second by Wagner to adjourn the meeting at 8:22 pm. The following Council Members voted "YEA": Nelson, Wagner, Parker, Ziemann, Goering and Noren. The following Council Members voted "NAY": None. Motion passed 6-0.

Mayor Doug Hanson

Kelly Oelke, CPM, CMC, City Clerk

City Council Meeting February 23, 2021
Accounts Payable as of February 19, 2021

Vendor	Memo	Open Balance	Check No.
Awards Unlimited, Inc.	Inv # 40977 - Name Plates For Deputy Clerk	23.91	
Capital City	Inv # 237227 - Refuse and Recycling Monthly Service (February)	100.00	
Credit Bureau Services	Inv #418310 - Monthly Service	10.00	
Executive Answering Service	Inv # 210200027 - January 2021 Answering Service	55.75	
Hawkins, Inc.	Invoice # 4883022 & 4850415 - Water Treatment Supplies, Water Dept.	30.00	
HBE, LLP	INV # 104374 - Preparation of Form 990 Hickman Building Foundation	675.00	
Howard, Mark	HVAC Inspections (9)	400.00	
Konica Minolta Business Solutions USA, In	Inv # 271111988 - Copies, January 2021	84.04	
Kreifels, Jeffrey	Plumbing Inspections (9)	520.00	
Lancaster County Sheriff's Office	Inv# C2461 - February 2021 Contractual Service	9,927.00	
Lancaster County Sheriff's Office	Inv# C2460 - January 2021 Extra Duty	573.66	
League of Nebraska Municipalities	Inv # 7891 - 2021 Utilities/Public Works Annual Conference, City Admin	325.00	
Municipal Supply, Inc. of Omaha	Invoice 0788190-IN - Plug Valves for WWTP repairs, Water Meters (Inventory), Sewer & Water Dept.	3,708.40	
Nebraska Public Health Environmental Lab	Inv # 536413 - Water Sampling Tests, Water Dept	64.00	
Reese, Brian -Reim	Mileage Reimbursement	34.72	
The Home Depot Pro	Invoice # 601130081 - Cleaning Supplies and Paper Products	104.92	
ULINE	Invoice # 129876531 - Shelving Units for 588 Chestnut St Shop	2,533.71	
Voice News	January 2021 Publications	543.45	
TOTAL		\$19,713.56	

City Council Meeting February 23, 2021
Accounts Payable as of February 19, 2021

Vendor	Memo	Payment	Check No
Ameritas Life Ins., Corp.	Employee Pension Plans	\$ 2,537.56	31802
IRS	Payroll Taxes	\$ 5,131.14	EFTPS
Nebr Child Support Payment Center	Employee Expense	\$ 217.85	ACH
Nebr Department of Revenue	Sales Tax Jan 2021	\$ 14,770.20	ACH
Nebr Department of Revenue	Employee Withholdings	\$ 1,416.30	ACH
Payroll Distribution (Net Pay)	City Staff 2.12.2021	\$ 16,548.95	ACH
TOTAL		\$ 40,622.00	
TOTAL CLAIMS REPORT		\$ 60,335.56	

Reviewed and Approved on February 23, 2021

_____ Mayor Doug Hanson	_____ Council Member Ziemann
_____ Council President Goering	_____ Council Member Noren
_____ Council Member Wagner	_____ Council Member Nelson
_____ Council Member Parker	

**CITY OF HICKMAN
BUDGET CASH REPORT
As of January 31, 2021**

Fiscal Year Completed:
33.33%

	January Receipts	January Expenditures	Expenditures to Date	Expenditures Budget	Budget Available	% of Budget Spent
GENERAL FUND	27,937.83	62,330.28	206,458.02	894,622.00	688,163.98	23.08%
STREET FUND	24,533.24	21,672.34	118,706.99	417,248.00	298,541.01	28.45%
WATER FUND	36,015.42	8,984.20	190,023.58	499,583.00	309,559.42	38.04%
ELECTRIC FUND	139,653.77	125,756.33	484,297.51	1,914,692.00	1,430,394.49	25.29%
SEWER FUND	51,470.22	25,275.86	334,853.14	553,455.00	218,601.86	60.50%
POLICE FUND	0.00	10,334.38	41,664.70	123,629.00	81,964.30	33.70%
PARK FUND	5,429.90	2,774.88	36,026.83	160,100.00	124,073.17	22.50%
SALES TAX FUND	47,891.91	161,410.76	165,208.17			
TOTAL FUNDS	332,932.29	418,539.03	1,577,238.94	4,563,329.00	3,151,298.23	34.56%

	Principal Balances as of 10/01/20	January Expenditures	Loan Payments to Date	Expenditures Budget	Budget Available	% of Budget Spent
DEBT SERVICE						
2017 SEWER GO REFI	1,715,000.00	0.00	228,575.00	245,070.00	16,495.00	93.27%
2016 WATER GO REFI	1,490,000.00	0.00	134,497.50	147,935.00	13,437.50	90.92%
NDEQ #317887 CLEAN WATER UV	538,545.00	0.00	0.00	51,043.00	51,043.00	0.00%
FSBN - 2016 SNOW PLOW	17,800.00	0.00	0.00	18,592.00	18,592.00	0.00%
2018 ELEC/SEWER REFUNDING BOND	1,195,000.00	0.00	19,030.00	161,678.00	142,648.00	11.77%
2018 ELEC/SEWER NEW REVENUE (T.View)	1,130,000.00	0.00	0.00	82,660.00	82,660.00	0.00%
TOTAL DEBT SERVICE	6,086,345.00	0.00	382,102.50	706,978.00	324,875.50	
TIF LOANS						
AUTO CENTER	14,151.00	0.00	1,540.12	3,080.00	1,539.88	50.00%
FORMER SCHOOL HOUSE	22,508.00	0.00	2,396.00	4,792.00	2,396.00	50.00%
TOTAL TIF LOANS	36,659.00	0.00	3,936.12	7,872.00	3,935.88	

UTILITY ENTERPRISE	January BILLING	REVENUE TO DATE	% of Budget Met
ELECTRIC	136,770.20	459,286.10	34.74%
WASTEWATER	47,981.06	193,094.95	35.30%
WATER	31,180.61	145,395.18	36.17%
MISC (ie: SERVICE CALL, RETURNED CHECK FEE)	250.00	398.68	-
TOTAL UTILITIES	216,181.87	798,174.91	35.15%

	1-Jan	Monthly In/Out	31-Jan
CUSTOMER DEPOSITS	53,594.19	200.00	53,794.19

**City of Hickman
Statement of Cash Bank Accounts
FY2020/2021**

<u>Account #</u>	<u>Account Name</u>	<u>November 2020</u>	<u>December 2020</u>	<u>January 2021</u>
	Cash on Hand	\$200.00	\$200.00	\$200.00
	Cash on Hand - Reading Centre	\$24.00	\$24.00	\$24.00
...760	General Fund Checking	\$73,460.83	\$215,053.36	\$100,365.24
...586	Linear Park Fund	\$2,322.04	\$2,322.04	\$2,322.04
...412	Reading-Tech & Historical Center	\$2,384.50	\$2,384.50	\$2,384.50
...500	Arts Council	\$949.26	\$784.41	\$700.17
...843	Keno Revenue	\$104,985.66	\$108,397.25	\$112,353.91
...578	Electrical Reserve (Baylor Heights Reserve)	\$141,458.91	\$141,476.93	\$141,493.79
...938	TIF Account	\$630.84	\$630.84	\$630.84
...863	Parks & Recreation Activities	\$45,780.05	\$45,780.05	\$46,300.05
...420	Debt Service Reserve (CURR Series 2018 Bond Reserve)	\$154,819.62	\$154,839.34	\$154,857.79
...479	Sewer Reserve Acct	\$60,507.08	\$60,509.65	\$60,512.05
...883	CUR Revenue Series 2018 (Terrace View Reserve)	\$396,501.92	\$396,552.43	\$396,599.69
...4664	Street Sinking Fund	\$439,741.09	\$440,021.20	\$440,189.37
	Total Funds Available	\$1,423,765.80	\$1,568,976.00	\$1,458,933.44
...404	Hickman Area Economic Dev. Association	\$13,507.01	\$13,507.01	\$11,632.01
	Total HAEDA Funds Available	\$13,507.01	\$13,507.01	\$11,632.01
...965	Hickman Building Foundation	\$47,992.00	\$47,992.00	\$47,992.00
	Total Foundation Funds Available	\$47,992.00	\$47,992.00	\$47,992.00
Hickman Community Foundation	Endowment Fund	\$18,668.58	\$26,282.95	\$26,282.95
Hickman Community Foundation	Community Beautification Fund	\$118.00	\$118.00	\$118.00
Hickman Community Foundation	Aquatic Center	\$56,598.57	\$56,583.57	\$56,583.57
Hickman Community Foundation	Parks Improvement	\$144,780.80	\$475.80	\$475.80
as of September 30, 2020	Hickman Area Community Foundation Funds			

NEBRASKA DEPARTMENT OF REVENUE

LOCAL OPTION SALES AND USE TAX

REMITTED TO CITIES

COLLECTION MONTH	SALES/USE TAX	CONSUMERS USE TAX	SALES TAX ON MOTOR VEHICLES	CURRENT MONTH'S REFUNDS TO TAXPAYERS	3% ADMIN FEE	ALLOCATION TO CITY	***SETTLEMENT AMOUNT	NEXT MONTH'S REFUNDS TO TAXPAYERS	**SETTLEMENT DATE
AUGUST	35,178.55	247.31	11,272.29	0.00	(1,400.94)	45,297.21	45,297.21	(42.93)	10.22.2020
SEPTEMBER	30,387.58	94.25	10,211.64	(42.93)	(1,219.52)	39,431.02	39,431.02	0.00	11.23.2020
OCTOBER	29,007.55	2,273.69	7,950.36	0.00	(1,176.95)	38,054.65	38,054.65	0.00	12.22.2020
NOVEMBER	40,594.63	202.43	7,094.85	0.00	(1,436.76)	46,455.15	46,455.15	(34.26)	01.22.2021
TOTALS	135,168.31	2,817.68	36,529.14	(42.93)	(5,234.17)	169,238.03	169,238.03	(77.19)	

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

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

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



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: _____

OPEN CODE VIOLATIONS REPORT

NEW VIOLATIONS

Updated: 2/19/2021

Address	Reason	Date Contacted	Person Contacted	Follow Up Date	Result	Notes
Lindale Circle	Parking Violation	02.18.2021	Vehicle Owner	2.25.21	in process	Complaints about two vehicles parked on city street not moving with snow piled around them. Deputy Sheriff contacted vehicle owner, whom contacted the City Office and was told to move the vehicles according to Municipal Code.
Wagon Train Ave & E. 1st St	Parking Violation	02.18.2021	Vehicle Owner	2.25.21	in process	Complaints about vehicle parking on city street and not moving. Deputy Sheriff contacted vehicle owner, whom contacted the City Office and was told to move the vehicle according to Municipal Code.
UPDATE ON OLD VIOLATIONS						
Address	Reason	Date Contacted	Person Contacted	Follow Up Date	Result	Notes
520 Prairie View Lane	Trash Enclosure	01.21.2021	Property Owner	3.25.21	in process	Property Owner delivered a letter, site plan and picture of the trash enclosure. The brick will match the existing buildings and the doors are painted steel. Construction is set to begin a.s.a.p.
901 Terrace View Drive	Fence Violation	01.22.2021	Property Owner	3.25.21	in process	Property Owners called and emailed the city office and will remove the fence on the North property line since the neighboring property installed a taller one for their dog. There is not a need for two fences on the one property line. They will turn in a permit for the rest.
911 Terrace View Drive	Fence Violation	01.22.2021	Property Owner	3.25.21	in process	Fence Permit application and payment received and on file. Work to begin when weather breaks.
302 Maple St	Property Maintenance	01.22.2021	Property Owner		action complete	Property Owner and Manager met with City Staff and stated the property was vacated by the previous persons and maintenance issues were corrected.
5501 Martell Rd	Zoning Violation	01.22.2021	Property Owner	3.25.21	in process	Letter sent to property owner regarding land use violation of commercial property. Property owner will send an update letter to the City Council with plan of action by the 25th.
815 E. 9th St	Parking Violation	01.22.21	Property Owner		action complete	Vehicle moved.

ORDINANCE NO. 2021-04

AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS OF THE CITY OF HICKMAN, NEBRASKA, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$1,420,000 FOR THE PURPOSE OF REFUNDING ALL OR A PORTION OF THE CITY’S GENERAL OBLIGATION WATER BONDS, SERIES 2016; DIRECTING THE APPLICATION OF THE PROCEEDS OF SAID BONDS; PRESCRIBING THE FORM OF SAID BONDS; PROVIDING FOR THE LEVY AND COLLECTION OF TAXES TO PAY THE SAME; PROVIDING FOR THE SALE OF THE BONDS; AUTHORIZING THE DELIVERY OF THE BONDS TO THE PURCHASER; FIXING CERTAIN TERMS CONCERNING THE REFUNDING BONDS AND THE REDEMPTION OF THE REFUNDED BONDS AND AUTHORIZING CERTAIN OFFICERS TO FIX OTHER TERMS; AND ORDERING THE ORDINANCE PUBLISHED IN PAMPHLET FORM.

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

Section 1. The Mayor and City Council hereby find and determine that there have been heretofore issued and are now outstanding and unpaid valid and interest bearing bonds of the City of Hickman, Nebraska, as follows:

General Obligation Water Bonds, Series 2016, date of original issue – September 15, 2016, in the remaining principal amount of \$1,370,000, numbered as shown on the books of the Paying Agent becoming due and bearing interest as follows:

Principal <u>Amount</u>	Maturing December 15 <u>Of Year</u>	Interest <u>Rate</u>
\$120,000	2021	1.250%
120,000	2022	1.400
120,000	2023	1.550
120,000	2024	1.700
125,000	2025	1.850
125,000	2026	2.000
125,000	2027	2.100
125,000	2028	2.250
130,000	2029	2.400
130,000	2030	2.550
130,000	2031	2.700

Said bonds are hereinafter referred to as the “2016 Bonds”. The 2016 Bonds maturing on and after December 15, 2021 are subject to redemption at any time on or after September 15, 2021, at the principal amount thereof plus accrued interest. The 2016 Bonds were issued for the purpose of paying the costs of improvements to the City’s water system and to pay costs of issuance and underwriting associated with issuance of the 2016 Bonds;

that the 2016 Bonds are valid, interest bearing obligations of the City of Hickman, Nebraska, and that all or a portion of the 2016 Bonds maturing on and after December 15, 2021 are authorized herein to be irrevocably called for redemption on such date as determined by the Authorized Officers (defined herein); that since the 2016 Bonds were issued, the rates of interest available in the market have declined such that by taking up and paying off all or a portion of the 2016 Bonds maturing on and after December 15, 2021 through the issuance of

refunding bonds as provided herein, a savings in the amount of yearly running interest will be made to the City; for the purpose of making said redemption, it is for the best interest of the City to issue general obligation refunding bonds of the City in the principal amount of not to exceed \$1,420,000 (the "Bonds"), pursuant to Section 10-142, R.R.S. Neb., as amended, and all laws amendatory thereof or supplementary thereto, and all conditions, acts and things required by law to exist or to be done precedent to the issuance of such refunding bonds do exist and have been done as required by law.

Section 2. To provide funds for the purpose of refinancing the Refunded Bonds (defined herein) as set out in Section 1 hereof, there shall be and there are hereby ordered issued the Bonds, in one or more series, in the aggregate stated principal amount of not to exceed \$1,420,000. The Bonds or any portion thereof are hereby authorized to be sold pursuant to a negotiated sale with Piper Sandler & Co., as initial purchaser (the "Underwriter"). In connection with such sale, the Mayor or City Administrator (each, an "Authorized Officer") are hereby authorized to specify, determine, designate, establish and appoint, as the case may be, in one or more written designations which may be included in a bond purchase agreement (each, a "Designation"), (i) the aggregate purchase price of the Bonds and the underwriting discount which shall not exceed 1.50% of the aggregate stated principal amount thereof, (ii) the form and contents of any bond purchase agreement in connection with such sale, (iii) the title (including series designation), dated date, aggregate principal amount (including the aggregate principal amounts of serial Bonds and term Bonds, if any), which aggregate stated principal amount shall not exceed \$1,420,000, and the final maturity date, which shall not be later than December 15, 2031, (iv) the principal amounts maturing in each year, (v) the rate or rates of interest to be borne by each principal maturity, provided that present value savings results from refunding the Refunded Bonds, (vi) the principal payment dates and interest payment dates, (vii) whether the Bonds will be subject to redemption prior to their stated maturity, and if subject to such optional redemption, the provisions governing such redemption, including a redemption price not to exceed 104% of the principal amount then being redeemed plus accrued interest to the date of redemption, (viii) the amount and due date of each sinking fund installment for any of the Bonds issued as term Bonds, (ix) the designation of the Paying Agent and Registrar and the form and content of any agreement between the City and such entity and (x) all other terms and provisions of the Bonds not otherwise specified or fixed by this Ordinance.

The Authorized Officers, or each individually, are hereby authorized to irrevocably call any or all of the 2016 Bonds maturing on and after December 15, 2021 (as called for redemption, the "Refunded Bonds") for redemption on such date or dates he or she determines appropriate on or after September 15, 2016, which date or dates shall be the Redemption Dates hereunder. The Authorized Officers, or each individually, are hereby authorized to designate, approve, execute and deliver, as the case may be (i) the form, content, terms and provisions of any published and/or mailed notice of redemption with respect to the payment and redemption of the Refunded Bonds, (ii) an Escrow Agent, (iii) the form, content, terms and provisions of an Escrow Agreement with the Escrow Agent for the purpose of providing for the deposit in trust with the Escrow Agent a portion of the net proceeds of the Bonds, the investment of such net proceeds pending their application, the application of such proceeds and any investment income to the payment of all of the principal of and interest on the Refunded Bonds maturing on or before the Redemption Date and the application of the balance of such proceeds and any investment income thereof to the redemption and retirement of the Refunded Bonds on the Redemption Date.

The Bonds shall be issued in fully registered form in the denomination of \$5,000 or any integral multiple thereof. The date of original issue for the Bonds shall be the date of delivery thereof. Interest on the Bonds, at the respective rates for each maturity, shall be payable as determined in the Designation, (each of said dates an "Interest Payment Date") and the Bonds shall bear such interest from the date of original issue or the most recent Interest Payment Date, whichever is later. The interest due on each Interest Payment Date shall be payable to the registered owners of record as of the close of business on the fifteenth day immediately preceding the Interest Payment Date (or such other date as may be determined in the Designation, the "Record

Date”), subject to the provisions of Section 4 hereof. The Bonds shall be numbered from 1 upwards in the order of their issuance. No Bond shall be issued originally or upon transfer or partial redemption having more than one principal maturity. The initial bond numbering and principal amounts for each of the Bonds issued shall be designated by the City’s Treasurer as directed by the initial purchaser thereof. Payments of interest due on the Bonds prior to maturity or date of redemption shall be made by the Paying Agent and Registrar, as designated pursuant to Section 3 hereof, by mailing a check or draft in the amount due for such interest on each Interest Payment Date to the registered owner of each Bond, as of the Record Date for such Interest Payment Date, to such owner’s registered address as shown on the books of registration as required to be maintained in Section 3 hereof. Payments of principal and accrued interest thereon due at maturity or at any date fixed for redemption prior to maturity shall be made by said Paying Agent and Registrar to the registered owners upon presentation and surrender of the Bonds to said Paying Agent and Registrar. The City and said Paying Agent and Registrar may treat the registered owner of any Bond as the absolute owner of such Bond for the purpose of making payments thereon and for all other purposes and neither the City nor the Paying Agent and Registrar shall be affected by any notice or knowledge to the contrary, whether such Bond or any installment of interest due thereon shall be overdue or not. All payments on account of interest or principal made to the registered owner of any Bond in accordance with the terms of this Ordinance shall be valid and effectual and shall be a discharge of the City and said Paying Agent and Registrar, in respect of the liability upon the Bonds or claims for interest to the extent of the sum or sums so paid.

Section 3. The Paying Agent and Registrar designated pursuant to the Designation shall serve in such capacities under the terms of an agreement entitled “Paying Agent and Registrar’s Agreement” between the City and said Paying Agent and Registrar, in a form approved by an Authorized Officer. The Paying Agent and Registrar shall keep and maintain for the City books for the registration and transfer of the Bonds at its principal corporate trust office. The names and registered addresses of the registered owner or owners of the Bonds shall at all times be recorded in such books. Any Bond may be transferred pursuant to its provisions at the principal corporate trust office of said Paying Agent and Registrar by surrender of such Bond for cancellation, accompanied by a written instrument of transfer, in form satisfactory to said Paying Agent and Registrar, duly executed by the registered owner in person or by such owner’s duly authorized agent, and thereupon the Paying Agent and Registrar on behalf of the City will deliver at its office (or send by registered mail to the transferee owner or owners thereof at such transferee owner’s or owners’ risk and expense), registered in the name of such transferee owner or owners, a new Bond or Bonds of the same interest rate, aggregate principal amount and maturity. To the extent of the denominations authorized for the Bonds by this Ordinance, one such bond may be transferred for several such bonds of the same interest rate and maturity, and for a like aggregate principal amount, and several such bonds may be transferred for one or several such bonds, respectively, of the same interest rate and maturity and for a like aggregate principal amount. In every case of transfer of a Bond, the surrendered Bond or Bonds shall be canceled and destroyed. All Bonds issued upon transfer of the Bonds so surrendered shall be valid obligations of the City evidencing the same obligations as the Bonds surrendered and shall be entitled to all the benefits and protection of this Ordinance to the same extent as the Bonds upon transfer of which they were delivered. The City and said Paying Agent and Registrar shall not be required to transfer any Bond during any period from any Record Date until its immediately following Interest Payment Date or to transfer any Bond called for redemption for a period of 30 days next preceding the date fixed for redemption.

Section 4. In the event that payments of interest due on the Bonds on an Interest Payment Date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such Interest Payment Date and shall be payable to the registered owners of the Bonds as of a special date of record for payment of such defaulted interest as shall be designated by the Paying Agent and Registrar whenever monies for the purpose of paying such defaulted interest become available.

Section 5. If the date for payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent and Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

Section 6. In addition to any mandatory sinking fund redemptions as may be provided for as set out in Section 2 of this Ordinance, the Bonds shall be subject to redemption at the option of the City, in whole or in part, prior to maturity at any time on or after such date as may be provided in the Designation, at par plus accrued interest on the principal amount redeemed to the date fixed for redemption. The City may select the Bonds to be redeemed for optional redemption in its sole discretion. Bonds for mandatory redemption shall be selected by the Paying Agent and Registrar using any random method of selection determined appropriate by the Paying Agent and Registrar. Bonds redeemed pursuant to the requirements for mandatory redemption shall be redeemed at par plus accrued interest on the principal amount redeemed. The Bonds shall be redeemed only in amounts of \$5,000 or integral multiples thereof. Bonds redeemed in part only shall be surrendered to said Paying Agent and Registrar in exchange for a new Bond evidencing the unredeemed principal thereof. Notice of redemption of any Bond called for redemption shall be given, at the direction of the City in the case of optional redemption and without further direction in the case of mandatory redemption, by said Paying Agent and Registrar by mail not less than 30 days prior to the date fixed for redemption, first class, postage prepaid, sent to the registered owner of such Bond at said owner's registered address. Such notice shall designate the Bond or Bonds to be redeemed by maturity or otherwise, the date of original issue, series and the date fixed for redemption and shall state that such Bond or Bonds are to be presented for prepayment at the office of said Paying Agent and Registrar. In case of any Bond partially redeemed, such notice shall specify the portion of the principal amount of such Bond to be redeemed. No defect in the mailing of notice for any Bond shall affect the sufficiency of the proceedings of the City designating the Bonds called for redemption or the effectiveness of such call for Bonds for which notice by mail has been properly given and the City shall have the right to further direct notice of redemption for any such Bond for which defective notice has been given.

Section 7. The Bonds shall be in substantially the following form:

**UNITED STATES OF AMERICA
STATE OF NEBRASKA
COUNTY OF LANCASTER**

**GENERAL OBLIGATION REFUNDING BOND OF
THE CITY OF HICKMAN, NEBRASKA
SERIES 2021**

No. R-____ \$_____

<u>Interest Date</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP No.</u>
%	_____,	_____, 2021	

Registered Owner: Cede & Co.
13-2555119

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Hickman, in the County of Lancaster, in the State of Nebraska, hereby acknowledges itself to owe and for value received promises to pay to the registered owner specified above, or registered assigns, the principal amount specified above in lawful money of the United States of America on the date of maturity specified above with interest thereon to maturity (or earlier redemption) from the date of original issue or most recent Interest Payment Date, whichever is later, at the rate per annum specified above, payable semiannually on _____ and _____ of each year, commencing _____, 2021 (each of said dates an "Interest Payment Date"). Said interest shall be computed on the basis of a 360-day year consisting of twelve 30-day months. The principal hereof and unpaid accrued interest thereon due at maturity or upon redemption prior to maturity are payable upon presentation and surrender of this bond at the principal corporate trust office of BOKF, National Association, the Paying Agent and Registrar, in Lincoln, Nebraska. Interest on this bond due prior to maturity or earlier redemption will be paid on each Interest Payment Date by a check or draft mailed by the Paying Agent and Registrar to the registered owner of this bond, as shown on the books of record maintained by the Paying Agent and Registrar, at the close of business on the fifteenth day immediately preceding the Interest Payment Date, to such owner's registered address as shown on such books and records. Any interest not so timely paid shall cease to be payable to the person entitled thereto as of the record date such interest was payable, and shall be payable to the person who is the registered owner of this bond (or of one or more predecessor bonds hereto) on such special record date for payment of such defaulted interest as shall be fixed by the Paying Agent and Registrar whenever monies for such purpose become available. For the prompt payment of this bond, principal and interest, as the same become due, the full faith, credit and resources of said City are hereby irrevocably pledged.

This bond is one of an issue of fully registered bonds of the total principal amount of _____ Dollars (\$_____), of even date and like tenor except as to date of maturity, rate of interest and denomination which were issued by the City for the purpose of paying and redeeming the City's General Obligation Water Bonds, Series 2016, dated September 15, 2016, in the principal amount of \$_____ maturing in the years _____ through _____, in strict compliance with Section 10-142, R.R.S. Neb., as amended. The issuance of said bonds has been authorized by proceedings duly had and an ordinance legally passed, approved and published by the Mayor and Council of said City.

All Bonds of this issue are subject to redemption at the option of the City, in whole or in part, at any time on or after _____, at par plus interest accrued on the principal amount redeemed to the date

fixed for redemption.

[In addition, the Bonds maturing in the years ____, ____, and ____ shall be subject to mandatory sinking fund redemption payments (with bonds being redeemed at par plus accrued interest) as follows:

\$	<u>Principal Maturing</u>	, 20
\$	to be called	_____, 20
\$	to be called	_____, 20
\$	Payable	_____, 20
\$	<u>Principal Maturing</u>	, 20
\$	to be called	_____, 20
\$	to be called	_____, 20
\$	Payable	_____, 20
\$	<u>Principal Maturing</u>	5, 20
\$	to be called	_____, 20
\$	to be called	_____, 20
\$	Payable	_____, 20]

Such mandatory redemptions shall be at a price equal to 100% of the principal amount redeemed plus interest accrued on the principal amount being redeemed to the date fixed for redemption. The Paying Agent and Registrar shall select the Term Bonds for mandatory redemption using any random method of selection deemed appropriate by the Paying Agent and Registrar.]

Notice of redemption shall be given by mail to the registered owner of any bond to be redeemed at said registered owner's address in the manner specified in the Ordinance authorizing said issue of bonds. Individual bonds may be redeemed in part but only in \$5,000 amounts or integral multiples thereof.

This bond is transferable by the registered owner or such owner's attorney duly authorized in writing at the principal corporate trust office of the Paying Agent and Registrar upon surrender and cancellation of this bond, and thereupon a new bond or bonds of the same aggregate principal amount, interest rate and maturity will be issued to the transferee as provided in the ordinance authorizing said issue of bonds, subject to the limitations therein prescribed. The City, the Paying Agent and Registrar and any other person may treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment due hereunder and for all purposes and shall not be affected by any notice to the contrary, whether this bond be overdue or not.

If the date for payment of the principal of or interest on this bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent and Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond and in the issuance of the bonds refunded hereby did exist, did happen and were done and performed in regular and due form and time as required by law and that the indebtedness of said City, including this bond and the bonds refunded hereby, does not exceed any limitation imposed by law. The City agrees that it will cause to be levied and collected annually a tax by

valuation on all the taxable property in the City, in addition to all other taxes, sufficient in rate and amount to fully pay the principal and interest of this bond and the other bonds of this issue as the same become due.

AS PROVIDED IN THE ORDINANCE REFERRED TO HEREIN, UNTIL THE TERMINATION OF THE SYSTEM OF BOOK-ENTRY-ONLY TRANSFERS THROUGH THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (TOGETHER WITH ANY SUCCESSOR SECURITIES DEPOSITORY APPOINTED PURSUANT TO THE ORDINANCE, "DTC"), AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THE ORDINANCE TO THE CONTRARY, A PORTION OF THE PRINCIPAL AMOUNT OF THIS BOND MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE PAYING AGENT AND REGISTRAR. DTC OR A NOMINEE, TRANSFEREE OR ASSIGNEE OF DTC OF THIS BOND MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED IN THE MANNER PROVIDED IN THE ORDINANCE.

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC (A) TO THE PAYING AGENT AND REGISTRAR FOR REGISTRATION OF TRANSFER OR EXCHANGE OR (B) TO THE PAYING AGENT AND REGISTRAR FOR PAYMENT OF PRINCIPAL, AND ANY BOND ISSUED IN REPLACEMENT HEREOF OR SUBSTITUTION HEREOF IS REGISTERED IN THE NAME OF DTC AND ANY PAYMENT IS MADE TO DTC OR ITS NOMINEE, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSONS IS WRONGFUL BECAUSE ONLY THE REGISTERED OWNER HEREOF, DTC OR ITS NOMINEE, HAS AN INTEREST HEREIN.

This bond shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar.

IN WITNESS WHEREOF, the Mayor and Council of the City of Hickman, Nebraska, have caused this bond to be executed on behalf of the City with the facsimile signatures of the Mayor and the City Clerk and by causing the official seal of the City to be imprinted hereon or affixed hereto, all as of the date of original issue specified above.

CITY OF HICKMAN, NEBRASKA

ATTEST:

Mayor

City Clerk

(SEAL)

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds authorized by the Ordinance of the Mayor and City Council of the City of Hickman, in the State of Nebraska, described in the foregoing bond.

_____,
_____, Nebraska
Paying Agent and Registrar

By: _____
Authorized Signature

(FORM OF ASSIGNMENT)

For value received hereby sells, assigns and transfers unto _____
_____ (Social Security or Taxpayer I.D. No. _____
_____) the within bond and hereby irrevocably constitutes and appoints
_____, attorney, to transfer the same on the
books of registration in the principal corporate trust office of the within mentioned Paying Agent and Registrar
with full power of substitution in the premises.

Dated: _____

Registered Owner(s)

Signature Guaranteed

By _____

Authorized Officer(s)

Note: The signature(s) on this assignment MUST CORRESPOND with the name(s) as written on the face of the within bond in every particular, without alteration, enlargement or any change whatsoever, and must be guaranteed by a commercial bank or a trust company or by a firm having membership on the New York, Midwest or other stock exchange.

* * * * *

Section 8. Each of the Bonds shall be executed on behalf of the City with the facsimile signatures of the Mayor and the City Clerk and shall have imprinted thereon the City's seal. The Bonds shall be issued initially as "book-entry-only" bonds under the services of The Depository Trust Company (the "Depository"), with one typewritten bond per maturity being issued to the Depository. In such connection said officers are authorized to execute and deliver a Letter of Representations (the "Letter of Representations") in the form required by the Depository (which may be in the form of a blanket letter, including any such letter previously executed and delivered), for and on behalf of the City, which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the Bonds. With respect to the issuance of the Bonds as "book-entry-only" bonds, the following provisions shall apply:

(a) The City and the Paying Agent and Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Bonds as securities depository (each, a "Bond Participant") or to any person who is an actual purchaser of a Bond from a Bond Participant while the Bonds are in book-entry form (each, a "Beneficial Owner") with respect to the following:

(i) the accuracy of the records of the Depository, any nominees of the Depository or any Bond Participant with respect to any ownership interest in the Bonds,

(ii) the delivery to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption, or

(iii) the payment to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the Bonds. The Paying Agent and Registrar shall make payments with respect to the Bonds only to or upon the order of the Depository or its nominee, and all such payments shall be valid and effective fully to satisfy and discharge the obligations with respect to such Bonds to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated Bond, except as provided in (e) below.

(b) Upon receipt by the Paying Agent and Registrar of written notice from the Depository to the effect that the Depository is unable or unwilling to discharge its responsibilities, the Paying Agent and Registrar shall issue, transfer and exchange Bonds requested by the Depository in appropriate amounts. Whenever the Depository requests the Paying Agent and Registrar to do so, the Paying Agent and Registrar will cooperate with the Depository in taking appropriate action after reasonable notice (i) to arrange, with the prior written consent of the City, for a substitute depository willing and able upon reasonable and customary terms to maintain custody of the Bonds or (ii) to make available Bonds registered in whatever name or names as the Beneficial Owners transferring or exchanging such Bonds shall designate.

(c) If the City determines that it is desirable that certificates representing the Bonds be delivered to the ultimate beneficial owners of the Bonds and so notifies the Paying Agent and Registrar in writing, the Paying Agent and Registrar shall so notify the Depository, whereupon the Depository will notify the Bond Participants of the availability through the Depository of bond certificates representing the Bonds. In such event, the Paying Agent and Registrar shall issue, transfer and exchange bond certificates representing the Bonds as requested by the Depository in appropriate amounts and in authorized denominations.

(d) Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of the Depository or any nominee thereof, all payments with respect to such Bond and all notices with respect to such Bond shall be made and given, respectively, to the Depository as provided in the Letter of Representations.

(e) Registered ownership of the Bonds may be transferred on the books of registration maintained by the Paying Agent and Registrar, and the Bonds may be delivered in physical form to the following:

(i) any successor securities depository or its nominee; or

(ii) any person, upon (A) the resignation of the Depository from its functions as depository or (B) termination of the use of the Depository pursuant to this Section and the terms of the Paying Agent and Registrar's Agreement.

(f) In the event of any partial redemption of a Bond unless and until such partially redeemed bond has been replaced in accordance with the provisions of this Ordinance, the books and records of the Paying Agent and Registrar shall govern and establish the principal amount of such bond as is then outstanding and all of the Bonds issued to the Depository or its nominee shall contain a legend to such effect.

If for any reason the Depository is terminated or resigns and is not replaced, the City shall immediately provide a supply of printed bond certificates for issuance upon the transfers from the Depository and subsequent transfers or in the event of partial redemption. In the event that such supply of certificates shall be insufficient to meet the requirements of the Paying Agent and Registrar for issuance of replacement certificates upon transfer or partial redemption, the City agrees to order printed an additional supply of such certificates and to direct their execution by manual or facsimile signatures of its then duly qualified and acting Mayor and City Clerk and by imprinting thereon or affixing thereto the City's seal. In case any officer whose signature or facsimile thereof shall appear on any Bond shall cease to be such officer before the delivery of such bond (including such certificates delivered to the Paying Agent and Registrar for issuance upon transfer or partial redemption), such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or officers had remained in office until the delivery of such bond. The Bonds shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar. The Bonds shall be delivered to the Paying Agent and Registrar for registration and authentication. Upon execution, registration and authentication of the Bonds, they shall be delivered to the City Treasurer, who is authorized to deliver them to the Underwriter upon receipt of the total stated principal amount of the Bonds, plus accrued interest thereon to date of payment for the Bonds, less Underwriter's discount in an amount determined in the Designation. Such purchaser and its agents, representatives and counsel (including the City's bond counsel) are hereby authorized to take such actions on behalf of the City as are necessary to effectuate the closing of the issuance and sale of the Bonds, including without limitation, authorizing the release of the Bonds by the Depository at closing. Said initial purchaser shall have the right to direct the registration of the Bonds and the denominations thereof within each maturity, subject to the restrictions of this Ordinance. The City Clerk shall make and certify a transcript of the proceedings of the Mayor and Council with respect to the Bonds, a copy of which shall be delivered to the initial purchaser of the Bonds. The Authorized Officers are hereby each individually authorized to execute the Bond Purchase Agreement, in the form such Authorized Officers may deem necessary and appropriate, and are further authorized to do any and all things necessary and appropriate in connection with the issuance of the Bonds and the redemption of the Refunded Bonds.

Section 9. The net sale proceeds of the Bonds, along with any necessary funds of the City on hand, shall be applied to the payment and satisfaction of all of the principal of and the interest on the Refunded Bonds falling due prior to, and as called for redemption on, the Redemption Date. Accrued interest received from the sale of the Bonds, if any, shall be applied to pay interest first falling due on the Bonds. Expenses of issuance of the Bonds may be paid from the proceeds of the Bonds. In order to satisfy the City's obligation on the Refunded Bonds, if determined necessary and appropriate by an Authorized Officer, such proceeds of the Bonds along with funds of the City on hand shall be set aside and held and invested in a special trust account which is hereby ordered established with such bank or trust company as determined by an Authorized Officer to act as escrow agent (the "Escrow Agent"). The Escrow Agent shall have custody and safekeeping of the funds and investments which are to be set aside for the payment of the Refunded Bonds. For purposes of governing such escrow account and the holding and application of such funds and investments, the City shall enter into a contract entitled "Escrow Agreement" with the Escrow Agent. The Authorized Officers, or each individually, are hereby authorized and directed to execute and deliver on behalf of the City said Escrow Agreement, including necessary counterparts, in substantially the form and content as presented to the meeting at which this resolution is adopted, but with such changes and modifications therein as to them seem necessary, desirable, or appropriate for and on behalf of the City. Said Authorized Officers are further authorized to approve the investments provided for in said Escrow Agreement, and to make any necessary subscriptions for United States Treasury Securities, State and Local Government Series, or to contract for the purchase of securities in the open market. Said proceeds shall be invested in obligations of the United States Government, direct or guaranteed, including United States Treasury Securities, State and Local Government Series. To the extent that such proceeds are held in a bank depository account, such deposits shall be insured by insurance of the Federal Deposit Insurance Corporation or, to the extent not fully insured, fully collateralized in the same manner as is required for deposit of public funds. Any investment from the proceeds of the Bonds herein authorized shall mature not later than the Redemption Date. As provided in said Escrow Agreement, the proceeds of the Bonds herein authorized and investment earnings thereon shall be applied to the payment of the principal of and interest on the Refunded Bonds as the same become due on and prior to the Redemption Date, and as called for redemption on the Redemption Date. The City agrees that on the date of original issue of the Bonds, or as soon thereafter as practicable, it shall deposit or otherwise have on hand with the Escrow Agent, from tax levy or other available sources, funds sufficient after taking into consideration available proceeds of the Bonds and investment earnings to provide funds for all payments due on the Refunded Bonds on or before the Redemption Date, and as called for redemption on the Redemption Date.

Section 10. The holders of the Bonds shall be subrogated to all rights of the holders of the Refunded Bonds including the right to have special assessments set aside as a sinking fund for the payment of principal thereof and interest thereon, from and after their payment and redemption on each Redemption Date. The City agrees that it shall cause to be levied and collected annually a special levy of taxes on all the taxable property in this City, in addition to all other taxes, sufficient in rate and amount to fully pay the principal of and interest on the Bonds when and as such principal and interest become due.

Section 11. The City hereby covenants and agrees that it will make no use of the proceeds of the Bonds which would cause the Bonds to be arbitrage bonds within the meaning of Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the "Code") and further covenants to comply with said Sections 103(b)(2) and 148 and all applicable regulations thereunder throughout the term of said issue, including all requirements with respect to payment and reporting of rebates, if applicable. The City hereby covenants to take all action necessary to preserve the tax-exempt status of the interest on the Bonds for federal income tax purposes under the Code with respect to taxpayers generally. The City further agrees that it will not take any actions which would cause the Bonds to constitute "private activity bonds" within the meaning of Section 141 of the Code. The City hereby designates the Bonds as its "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B)(i)(III) of the Code and covenants and warrants that it does not reasonably expect to issue bonds or other obligations aggregating in principal amount more than \$10,000,000 during the

calendar year or years in which the Bonds are issued (taking into consideration the exception for current refunding issues). The Mayor is hereby authorized to make, or cause to be made, any and all certifications deemed necessary in connection with the designation of the Bonds as “qualified tax-exempt obligations”, including “deemed designating” the Bonds.

Section 12. The City’s obligations under this Ordinance with respect to any or all of the Bonds herein authorized shall be fully discharged and satisfied as to any or all of such Bonds and any such Bond shall no longer be deemed to be outstanding hereunder if such Bond has been purchased by the City and canceled or when the payment of the principal of and interest thereon to the respective date of maturity or redemption (a) shall have been made or caused to be made in accordance with the terms thereof or (b) shall have been provided for by depositing with the Paying Agent and Registrar, or with a national or state bank having trust powers, or trust company, in trust, solely for such payment (i) sufficient money to make such payment and/or (ii) direct general obligations (including obligations issued or held in book entry form on the books of the Department of Treasury of the United States of America) of or obligations the principal and interest of which are unconditionally guaranteed by the United States of America (herein referred to as “U.S. Government Obligations”) in such amount and bearing interest payable and maturing or redeemable at stated fixed prices at the option of the holder as to principal, at such time or times, as will ensure the availability of sufficient money to make such payment; provided, however, that with respect to any Bond to be paid prior to maturity, the City shall have duly called such bond for redemption and given notice of such redemption as provided by law or made irrevocable provision for the giving of such notice. Any money so deposited with a bank or trust company or the Paying Agent and Registrar may be invested or reinvested in U.S. Government Obligations at the direction of the City, and all interest and income from U.S. Government Obligations in the hands of such bank or trust company or Paying Agent and Registrar in excess of the amount required to pay principal of and interest on the Bonds for which such monies or U.S. Government Obligations were deposited shall be paid over to the City as and when collected.

Section 13. The Authorized Officers or any one or more of them is authorized to approve, deem final and deliver a Preliminary Official Statement and a final Official Statement with respect to the Bonds for and on behalf of the City, all in accordance with the requirements of Reg. Sec. 240.15c2-12 of the Securities and Exchange Commission.

Section 14. The City hereby (a) authorizes and directs that an Authorized Officer execute and deliver, on the date of issue of the Bonds, a continuing disclosure undertaking in accordance with the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission in such form as determined necessary and appropriate by such Authorized Officer (the “Continuing Disclosure Undertaking”) and (b) covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Undertaking. Notwithstanding any other provision of this ordinance, failure of the City to comply with the Continuing Disclosure Undertaking shall not be considered an event of default hereunder; however, any Participating Underwriter (as such term is defined in the Continuing Disclosure Undertaking) or any Beneficial Owner or any Registered Owner of a Bond (as such terms are defined in the Continuing Disclosure Undertaking) may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations under this section, and under the Continuing Disclosure Undertaking. An Authorized Officer may appoint a Dissemination Agent for the Bonds in the Authorized Officer’s discretion.

Section 15. All documents, agreements, certificates, and instruments related to the Bonds shall be valid, binding, and enforceable against the City when executed and delivered by means of (i) an original manual signature; (ii) a faxed, scanned, or photocopied manual signature, or (iii) any other electronic signature permitted by electronic signatures laws, including any relevant provisions of the Uniform Commercial Code, in each case to the extent applicable. Each faxed, scanned, or photocopied manual signature, or other electronic

signature, shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each document, agreement, certificate, and instrument related to the Bonds may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute one and the same document, agreement, certificate, or instrument, as applicable.

Section 16. This Ordinance shall be in force and take effect from and after its passage and publication in pamphlet form as provided by law.

PASSED AND APPROVED this _____ day of February 2021.

ATTEST:

Mayor

City Clerk

[SEAL]

CITY OF HICKMAN, NEBRASKA
GO WATER REFUNDING BONDS, SERIES 2020
REFUNDING 2016 BONDS @ 2.236% - CASH FLOW SAVINGS
PARAMETERS 2/23/2021, DATED 6/20/2020

2016 BONDS PAYMENT SCHEDULE

DATE	PRINCIPAL	COUPON	INTEREST	TOTAL P & I
12/15/2021	\$120,000.00	1.25%	\$13,637.50	\$133,637.50
12/15/2022	\$120,000.00	1.40%	\$25,775.00	\$145,775.00
12/15/2023	\$120,000.00	1.55%	\$24,095.00	\$144,095.00
12/15/2024	\$120,000.00	1.70%	\$22,235.00	\$142,235.00
12/15/2025	\$125,000.00	1.85%	\$20,195.00	\$145,195.00
12/15/2026	\$125,000.00	2.00%	\$17,882.50	\$142,882.50
12/15/2027	\$125,000.00	2.10%	\$15,382.50	\$140,382.50
12/15/2028	\$125,000.00	2.25%	\$12,757.50	\$137,757.50
12/15/2029	\$130,000.00	2.40%	\$9,945.00	\$139,945.00
12/15/2030	\$130,000.00	2.55%	\$6,825.00	\$136,825.00
<u>12/15/2031</u>	<u>\$130,000.00</u>	<u>2.70%</u>	<u>\$3,510.00</u>	<u>\$133,510.00</u>
TOTAL	\$1,370,000.00		\$172,240.00	\$1,542,240.00

REFUNDING BONDS, SERIES 2021

DATE	PRINCIPAL	COUPON	INTEREST	TOTAL P & I	SAVINGS
12/15/2021	\$120,000.00	0.40%	\$4,976.56	\$124,976.56	\$8,660.94
12/15/2022	\$130,000.00	0.45%	\$9,757.50	\$139,757.50	\$6,017.50
12/15/2023	\$130,000.00	0.50%	\$9,172.50	\$139,172.50	\$4,922.50
12/15/2024	\$125,000.00	0.55%	\$8,522.50	\$133,522.50	\$8,712.50
12/15/2025	\$130,000.00	0.60%	\$7,835.00	\$137,835.00	\$7,360.00
12/15/2026	\$130,000.00	0.65%	\$7,055.00	\$137,055.00	\$5,827.50
12/15/2027	\$130,000.00	0.75%	\$6,210.00	\$136,210.00	\$4,172.50
12/15/2028	\$125,000.00	0.85%	\$5,235.00	\$130,235.00	\$7,522.50
12/15/2029	\$130,000.00	0.95%	\$4,172.50	\$134,172.50	\$5,772.50
12/15/2030	\$125,000.00	1.10%	\$2,937.50	\$127,937.50	\$8,887.50
12/15/2031	<u>\$125,000.00</u>	<u>1.25%</u>	<u>\$1,562.50</u>	<u>\$126,562.50</u>	<u>\$6,947.50</u>
TOTAL	\$1,400,000.00		\$67,436.56	\$1,467,436.56	\$74,803.44

TRUE INTEREST COST 2.236%
ALL INCLUSIVE COST 2.236%

TRUE INTEREST COST 1.131%
ALL INCLUSIVE COST 1.186%

Cash at Closing \$231.75

Annual Savings 2020-2031 \$6,800.31
Total Savings \$75,035.19

Sources Of Funds	
Par Amount of Bonds	\$1,400,000.00
<u>Total Sources</u>	<u>\$1,400,000.00</u>
Uses Of Funds	
Deposit to 2015 Bonds	\$1,376,818.75
Underwriter's Discount	\$18,900.00
Costs of Issuance	\$4,050.00
Cash to the City	\$231.75
<u>Total Uses</u>	<u>\$1,400,000.50</u>

NPV % 4.60%
.10% equal to \$7,665.00

Brad Slaughter
Senior Vice President | Public Finance
Piper Sandler & Co.
D 402 499-3709
E bradley.slaughter@psc.com

CITY OF HICKMAN, NEBRASKA
GO WATER REFUNDING BONDS, SERIES 2020
REFUNDING 2016 BONDS @ 2.236% - **SHORTENED AMORTIZATION**
PARAMETERS 2/23/2021, DATED 6/20/2020

2016 BONDS PAYMENT SCHEDULE

DATE	PRINCIPAL	COUPON	INTEREST	TOTAL P & I
12/15/2021	\$120,000.00	1.25%	\$13,637.50	\$133,637.50
12/15/2022	\$120,000.00	1.40%	\$25,775.00	\$145,775.00
12/15/2023	\$120,000.00	1.55%	\$24,095.00	\$144,095.00
12/15/2024	\$120,000.00	1.70%	\$22,235.00	\$142,235.00
12/15/2025	\$125,000.00	1.85%	\$20,195.00	\$145,195.00
12/15/2026	\$125,000.00	2.00%	\$17,882.50	\$142,882.50
12/15/2027	\$125,000.00	2.10%	\$15,382.50	\$140,382.50
12/15/2028	\$125,000.00	2.25%	\$12,757.50	\$137,757.50
12/15/2029	\$130,000.00	2.40%	\$9,945.00	\$139,945.00
12/15/2030	\$130,000.00	2.55%	\$6,825.00	\$136,825.00
<u>12/15/2031</u>	<u>\$130,000.00</u>	<u>2.70%</u>	<u>\$3,510.00</u>	<u>\$133,510.00</u>
TOTAL	\$1,370,000.00		\$172,240.00	\$1,542,240.00

TRUE INTEREST COST 2.236%
ALL INCLUSIVE COST 2.236%

REFUNDING BONDS, SERIES 2021

DATE	PRINCIPAL	COUPON	INTEREST	TOTAL P & I	SAVINGS
12/15/2021	\$135,000.00	0.40%	\$4,632.64	\$139,632.64	-\$5,995.14
12/15/2022	\$140,000.00	0.45%	\$8,990.00	\$148,990.00	-\$3,215.00
12/15/2023	\$140,000.00	0.50%	\$8,360.00	\$148,360.00	-\$4,265.00
12/15/2024	\$140,000.00	0.55%	\$7,660.00	\$147,660.00	-\$5,425.00
12/15/2025	\$145,000.00	0.60%	\$6,890.00	\$151,890.00	-\$6,695.00
12/15/2026	\$140,000.00	0.65%	\$6,020.00	\$146,020.00	-\$3,137.50
12/15/2027	\$140,000.00	0.75%	\$5,110.00	\$145,110.00	-\$4,727.50
12/15/2028	\$140,000.00	0.85%	\$4,060.00	\$144,060.00	-\$6,302.50
12/15/2029	\$140,000.00	0.95%	\$2,870.00	\$142,870.00	-\$2,925.00
12/15/2030	\$140,000.00	1.10%	\$1,540.00	\$141,540.00	-\$4,715.00
12/15/2031	<u>\$0.00</u>	=	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$133,510.00</u>
TOTAL	\$1,400,000.00		\$56,132.64	\$1,456,132.64	\$86,107.36

TRUE INTEREST COST 1.127%
ALL INCLUSIVE COST 1.140%

Cash at Closing \$231.75

Annual Savings 2020-2030 -\$4,740.26
Total Savings \$86,339.11

Sources Of Funds	
Par Amount of Bonds	\$1,400,000.00
<u>Total Sources</u>	<u>\$1,400,000.00</u>
Uses Of Funds	
Deposit to 2015 Bonds	\$1,376,818.75
Underwriter's Discount	\$18,900.00
Costs of Issuance	\$4,050.00
Cash to the City	\$231.75
<u>Total Uses</u>	<u>\$1,400,000.50</u>

NPV % 4.60%
.10% equal to \$7,665.00

Brad Slaughter
Senior Vice President | Public Finance
Piper Sandler & Co.
D 402 499-3709
E bradley.slaughter@psc.com

Disclaimer:

Piper Sandler is providing the information contained herein for discussion purposes only in anticipation of being engaged to serve as underwriter or placement agent on a future transaction and not as a financial advisor or municipal advisor. In providing the information contained herein, Piper Sandler is not recommending an action to you and the information provided herein is not intended to be and should not be construed as a “recommendation” or “advice” within the meaning of Section 15B of the Securities Exchange Act of 1934. Piper Sandler is not acting as an advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Exchange Act or under any state law to you with respect to the information and material contained in this communication. As an underwriter or placement agent, Piper Sandler’s primary role is to purchase or arrange for the placement of securities with a view to distribution in an arm’s-length commercial transaction, is acting for its own interests and has financial and other interests that differ from your interests. You should discuss any information and material contained in this communication with any and all internal or external advisors and experts that you deem appropriate before acting on this information or material.

The information contained herein may include hypothetical interest rates or interest rate savings for a potential refunding. Interest rates used herein take into consideration conditions in today’s market and other factual information such as credit rating, geographic location and market sector. Interest rates described herein should not be viewed as rates that Piper Sandler expects to achieve for you should we be selected to act as your underwriter or placement agent. Information about interest rates and terms for SLGs is based on current publically available information and treasury or agency rates for open-market escrows are based on current market interest rates for these types of credits and should not be seen as costs or rates that Piper Sandler could achieve for you should we be selected to act as your underwriter or placement agent. More particularized information and analysis may be provided after you have engaged Piper Sandler as an underwriter or placement agent or under certain other exceptions as describe in the Section 15B of the Exchange Act.

Piper Sandler Companies (NYSE: PIPR) is a leading investment bank and institutional securities firm driven to help clients Realize the Power of Partnership®. Securities brokerage and investment banking services are offered in the U.S. through Piper Sandler & Co., member SIPC and FINRA; in Europe through Piper Sandler Ltd., authorized and regulated by the U.K. Financial Conduct Authority; and in Hong Kong through Piper Sandler Hong Kong Ltd., authorized and regulated by the Securities and Futures Commission. Asset management products and services are offered through separate investment advisory affiliates.

© 2020 Piper Sandler Companies. 800 Nicollet Mall, Minneapolis, Minnesota 55402-7036

AMENDMENT NO. 1

To

**LOAN CONTRACT
(Governmental Municipality)**

Between

NEBRASKA DEPARTMENT OF ENVIRONMENT AND ENERGY

and

CITY OF HICKMAN, NEBRASKA

NDEE Project No. C317887

DATED AS OF _____, 2021

**AMENDMENT NO. 1
LOAN CONTRACT BETWEEN
NEBRASKA DEPARTMENT OF ENVIRONMENT AND ENERGY
AND
THE CITY OF HICKMAN, NEBRASKA
PROJECT NO. C317887**

This **Amendment No. 1** to the LOAN CONTRACT, is entered into by and between the State of Nebraska, acting by and through the Nebraska Department of Environment and Energy (hereinafter "NDEE") and the City of Hickman, Nebraska, (hereinafter "Municipality").

1. The Loan Contract for Loan (Project No. C317887 (hereinafter "Loan Contract")) between NDEE and the Municipality dated July 9, 2013 and signed by Mike Linder, Director of Nebraska Department of Environmental Quality, and Jim Hrouda, Mayor of the City of Hickman, is hereby acknowledged and incorporated by this reference as if fully set out herein.
2. References to the Department of Environmental Quality will be treated as directed by Nebraska Revised Statute §81-15,256 and are hereby acknowledged and incorporated by this reference as if fully set out herein.
3. Pursuant to Section 6.03 of the Loan Contract, the parties hereby amend the following:

Section 2.03. Interest Rate. The interest rate on this loan is determined by the NDEQ pursuant to Regulations and the Intended Use Plan. The interest rate of this loan during construction is 2.0 percent and after the date of Initiation of Operation is 2.25 percent per annum (calculated on the basis of a year equaling 360 days made up of 12 months of 30 days each) to be paid as set out in Attachment A. For the purposes of this paragraph "construction" shall mean the period between the date of this Loan and the date of Initiation of Operation.

Section 2.05(b). Prepayment of the Loan. The Municipality may prepay the Loan, together with any accrued interest in whole or in part, at any time without penalty upon giving 60 days written notice to NDEQ of its intent to prepay. The Municipality may make a partial prepayment of the Loan only if the prepayment amount is greater than the lesser of 10% of the outstanding amount of the Loan or \$50,000. A new Attachment A will be prepared by NDEQ following receipt of any partial prepayment of the Loan.

Section 2.06. Administrative Fee. The Municipality shall pay to the NDEQ, or at the direction of NDEQ to NIFA or the Trustee, an annual administrative fee of 1% per annum of the Loan Amount to be paid in semiannual installments of 0.5% of the Loan Amount outstanding on the date invoices are mailed in accordance with Loan Repayment schedule in Attachment A. The fee is waived for the first year of the Loan.

To be replaced with:

Section 2.03. Interest Rate. The interest rate on this loan is determined by the **NDEE** pursuant to Regulations and the Intended Use Plan. The interest rate of this loan during construction is 2.0 percent and after the date of Initiation of Operation is **0.50** percent per annum (calculated on the basis of a year equaling 360 days made up of 12 months of 30 days each) to be paid as set out in Attachment A. Upon the effective date of Amendment No. 01, the interest rate on this- loan will be set at 0.5 percent per annum and to be paid as set out in the amended Attachment A. For the purposes of this paragraph, "construction" shall mean the period between the date of this Loan and the date of Initiation of Operation.

Section 2.05(b). Optional Prepayment of the Loan. The Municipality may not prepay the Loan, together with any accrued interest in whole or in part, **within ten (10) years of the date**

of this Loan Contract Amendment No. 1. After **ten (10)** years, the Municipality may make a partial prepayment of the Loan Amount only if the prepayment amount is greater than the lesser of 10% of the outstanding amount of the Loan, or fifty thousand dollars (\$50,000). **The NDEE shall prepare a new Loan Repayment Schedule to revise Attachment A following receipt of any partial prepayment of the Loan and such revised Attachment A thereafter shall be deemed to be incorporated herein by reference and made a part hereof and shall supersede and replace Attachment A.**

Section 2.06. Administrative Fee. The Municipality shall pay to the **NDEE**, or at the direction of **NDEE** to NIFA or the Trustee, an annual administrative fee of **0.5%** per annum of the Loan Amount to be paid in semiannual installments of **0.25%** of the Loan Amount outstanding on the date invoices are mailed in accordance with Loan Repayment schedule in Attachment A. Upon the effective date of Amendment No. 01, the annual administrative fee on this loan will be set at 0.5% and to be paid as set out in the amended Attachment A. The fee is waived for the first year of the Loan.

4. Pursuant to Section 6.03 of the Loan Contract, the parties hereby amend the following attachments attached hereto:

Attachment A – Projected Loan Repayment Schedule of the Loan Agreement will be revised by the NDEE following the execution of this Amendment. The NDEE will provide a copy of the revised Attachment A to the borrower and the revised Attachment A shall be deemed to be incorporated herein by reference and made a part hereof and will supersede and replace any prior Attachment A – Projected Loan Repayment Schedules.

5. Except as specifically modified herein, all terms and conditions of the original Loan Contract remain in full force and effect.
6. The amendment or modification made herein shall become effective on the latter of the two dates signed.

IN WITNESS THEREOF, the parties hereto have caused this Amendment No. 1 to the Loan Contract to be executed and delivered as of the date set forth below.

CITY OF HICKMAN, NEBRASKA

NEBRASKA DEPARTMENT OF ENVIRONMENT AND ENERGY

By _____

By _____

Title Mayor

Title Director

Date _____

Date _____

Execution Copy

CITY OF HICKMAN, NEBRASKA

ORDINANCE NO. 2013-02

PASSED AND ADOPTED JANUARY 22, 2013

AUTHORIZING

\$822,602

**COMBINED UTILITIES REVENUE BOND
SERIES 2013**

CITY OF HICKMAN, NEBRASKA

ORDINANCE NO. 2013-02

AN ORDINANCE OF THE CITY OF HICKMAN, NEBRASKA AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF A \$822,602 TOTAL PRINCIPAL AMOUNT COMBINED UTILITIES REVENUE BOND, SERIES 2013, IN THE FORM OF A PROMISSORY NOTE OF THE CITY, TO PAY THE COSTS OF ACQUIRING, CONSTRUCTING, IMPROVING, EXTENDING, EQUIPPING AND FURNISHING IMPROVEMENTS TO THE CITY'S SANITARY SEWER DISPOSAL PLANT AND SEWER SYSTEM; APPROVING THE EXECUTION AND DELIVERY OF A LOAN CONTRACT WITH THE NEBRASKA DEPARTMENT OF ENVIRONMENTAL QUALITY (NDEQ PROJECT NO. C317887); PRESCRIBING THE FORM AND DETAILS OF THE BONDS AND THE COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND AUTHORIZING CERTAIN ACTIONS AND DOCUMENTS AND PRESCRIBING OTHER MATTERS RELATING THERETO.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF HICKMAN, NEBRASKA, AS FOLLOWS:

FINDINGS AND DETERMINATIONS

The Council (the "**Council**") of the City of Hickman, Nebraska (the "**City**"), hereby find and determine as follows:

1. The City is a city of the second class and political subdivision duly organized and existing under the laws of the State of Nebraska (the "**State**"), and, pursuant to Chapter 16, Reissue Revised Statutes of Nebraska, as amended, owns and operates (a) a water works plant and water system and (b) a sanitary sewer disposal plant and sanitary sewer system, each of which is a revenue producing facility as described in Sections 18-1803 to 18-1805, inclusive, Reissue Revised Statutes of Nebraska, as amended (the "**Act**"), serving the City and its inhabitants and others within its service area (collectively, the "**Combined Utilities**," as hereinafter more fully defined).

2. It is necessary, desirable, advisable and in the best interest of the City and its inhabitants that the City acquire, construct, improve, extend, equip, and furnish certain improvements to the Combined Utilities, including, but not limited to, construction of an ultraviolet disinfection system for the City's existing sanitary sewer disposal plant and Combined Utilities (the "**Project**").

3. The City is authorized under the provisions of the Act to issue and sell revenue bonds to pay the costs of the Project, provided that the principal of and interest on such revenue bonds shall be

payable solely from the revenues derived from the operation of the Combined Utilities (the “**Utility Revenues**”).

4. The City has heretofore entered into a Loan Agreement (NDEQ Project No. D311521), dated July 1, 2010 (the “**2010 Loan Agreement**”), with the Nebraska Department of Environmental Quality (“**NDEQ**”) under which the City obtained a loan from NDEQ (the “**2010 NDEQ Loan**”) for the purpose of paying the costs of a complete water oxidation and filtration system.

5. The City has heretofore issued its \$1,095,000 principal amount Combined Utilities Revenue Refunding Bonds, Series 2012, dated May 1 2012 (the “**2012 Utilities Bond**”) for the purpose of refinancing existing indebtedness of the City incurred to pay the costs of improvements to the Combined Utilities.

6. The City does not have outstanding any bonds or other obligations payable from the Utility Revenues other than the 2010 NDEQ Loan and the 2012 Utilities Bond.

7. NDEQ has agreed to loan the City not to exceed \$822,602 under and pursuant to a Loan Contract between the City and NDEQ dated the date of its execution and delivery thereof (the “**Loan Contract**”) for the purpose of paying the costs of the Project under the terms and conditions set forth therein.

8. It is necessary, desirable, advisable and in the best interest of the City and its inhabitants to authorize the issuance and delivery of a combined utilities revenue bond pursuant to the Act as herein provided in the form of a promissory note (the “**2013 Utilities Bond**”) in accordance with the Loan Contract to provide funds for such purpose.

9. All conditions, acts and things required by law to exist or to be done precedent to the issuance of the 2013 Utilities Bond herein authorized do exist and have been done and performed in regular and due course and time as provided by law.

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to the words and terms defined elsewhere herein, the following capitalized words and terms used in this Ordinance shall have the following meanings:

“**Act**” means Sections 18-1803 to 18-1805, inclusive, Reissue Revised Statutes of Nebraska, as amended.

“**Business Day**” means a day other than a Saturday, Sunday or holiday on which City offices are scheduled in the normal course of operations to be open to the public for the conduct of its operations.

“**City**” means the City of Hickman, Nebraska, and any successors or assigns.

“**Combined Utilities**” means, collectively, the Water System and the Sewer System of the City.

“**Debt Service Fund**” means the fund by that name created by **Section 501** hereof.

“Event of Default” means the events defined as such in the Loan Contract.

“Expenses” means all reasonable and necessary expenses of operation, maintenance and repair of the Combined Utilities and keeping the Combined Utilities in good repair and working order (other than interest paid on the 2010 NDEQ Loan, the 2012 Utilities Bonds, the 2013 Utilities Bond and all Parity Bonds and depreciation and amortization charges during the period of determination), determined in accordance with generally accepted accounting principles, including without limiting the generality of the foregoing, current maintenance charges, expenses of reasonable upkeep and repairs, salaries, wages, costs of materials and supplies, annual audits, periodic consultant’s reports, properly allocated shares of charges for insurance, the cost of purchased water, gas and power, if any, obligations (other than for borrowed money or for rents payable under capital leases) incurred in the ordinary course of business, liabilities incurred by endorsement for collection or deposit of checks or drafts received in the ordinary course of business, short-term obligations incurred and payable within a particular fiscal year, other obligations or indebtedness incurred for the purpose of leasing (pursuant to a true or operating lease) equipment, fixtures, inventory or other personal property, and all other expenses incident to the operation of the Combined Utilities, but shall exclude all general administrative expenses of the City not related to the operation of the Combined Utilities.

“2010 Loan Agreement” means the Loan Agreement (NDEQ Project No. D311521), dated July 1, 2010, between the City and NDEQ, pursuant to which the 2010 NDEQ Loan was made to the City.

“Loan Contract” means the Loan Contract (Project No. #317887), dated the date of its execution and delivery, between the City and NDEQ.

“NDEQ” means the Nebraska Department of Environmental Quality of the State of Nebraska.

“2010 NDEQ Loan” means the loan from NDEQ to the City pursuant to the 2010 Loan Agreement.

“Net Revenues Available for Debt Service” means, for the period of determination, all Revenues less all Expenses as determined in accordance with generally accepted accounting principles.

“Ordinance” means this Ordinance as from time to time amended in accordance with the terms hereof.

“Parity Bonds” means (a) the \$3,086,309 original principal amount of the 2010 NDEQ Loan, and (b) the \$1,095,000 original aggregate principal amount of the City’s Combined Revenue Refunding Bonds, Series 2012, together with any additional parity bonds or other long-term obligations payable out of the net income and revenues of the Combined Utilities hereafter issued or incurred in accordance with the provisions of this Ordinance and standing on a parity and equality with the 2013 Utilities Bond with respect to the payment of principal and interest out of the net income and revenues of the Combined Utilities, so long as any such bonds remain outstanding and unpaid or until provision is made for the payment and defeasance of such bonds.

“Parity Ordinances” means this Ordinance, under which the **2013 Utilities Bond** has been authorized, and any other ordinance under which additional Parity Bonds are hereafter issued.

“Payment Date” means any date on which principal of or interest on the **2013 Utilities Bond** is payable in accordance with the provisions of the Loan Contract.

“Permitted Investments” means any securities and obligations that are at the time permitted by the laws of the State of Nebraska for investment of the City’s moneys held in the funds referred to in **Section 501** hereof.

“Redemption Date,” when used with respect to any part of the **2013 Utilities Bond** to be redeemed, means the date fixed for such redemption pursuant to the terms of this Ordinance.

“Redemption Price,” when used with respect to any part of the **2013 Utilities Bond** to be redeemed, means the price at which such portion of the **2013 Utilities Bond** is to be redeemed pursuant to the terms of this Ordinance.

“Revenue Fund” means the fund by that name created by **Section 501** hereof.

“Revenues” means all income and revenues derived from the operation of the Combined Utilities, including investment and rental income, net proceeds from business interruption insurance, and any amounts deposited in escrow in connection with the acquisition, construction, remodeling, renovation and equipping of facilities to be applied during the period of determination to pay interest on the 2010 NDEQ Loan, the 2012 Utilities Bonds, the 2013 Utilities Bond and all Parity Utilities Bonds, but excluding any profits or losses on the early extinguishment of debt or on the sale or other disposition, not in the ordinary course of business, of investments or fixed or capital assets.

“Sewer System” means the entire wastewater treatment plant and facilities and sanitary sewer system owned and operated by the City for the collection, treatment and disposal of sewage, to serve the needs of the City and its inhabitants and others, including all appurtenances and facilities connected therewith or relating thereto, together with all extensions, improvements, additions and enlargements thereto hereafter made or acquired by the City.

“Surplus Fund” means the fund by that name created by **Section 501** hereof.

“2012 Utilities Bonds” means the Combined Utilities Revenue Refunding Bonds, Series 2012, dated May 1, 2012, issued in the original aggregate principal amount of \$1,095,000.

“2013 Utilities Bond” means the Combined Utilities Promissory Note of the City issued in accordance with the provisions of this Ordinance and the Loan Contract.

“Water System” means the entire waterworks plant and system owned and operated by the City for the production, storage, treatment and distribution of water, to serve the needs of the City and its inhabitants and others, including all appurtenances and facilities connected therewith or relating thereto, together with all extensions, improvements, additions and enlargements thereto hereafter made or acquired by the City.

ARTICLE II

AUTHORIZATION OF LOAN CONTRACT, 2013 UTILITIES BOND

Section 201. Authorization of Loan Contract; Issuance of 2013 Utilities Bond. The City is authorized to enter into the Loan Contract between the City and NDEQ, in substantially the form presented to and reviewed by the Council at the meeting at which this Ordinance was passed and adopted (a copy of which shall be filed in the records of the City). The Mayor is authorized to execute the Loan

Contract with such changes therein as such official deems appropriate, for and on behalf of and as the act and deed of the City.

In connection with the execution and delivery of the Loan Contract, and to evidence the City's payment obligations thereunder, the City is authorized and directed to execute and deliver a combined utilities revenue bond in substantially the form of the 2013 Utilities Bond attached to the Loan Contract as **Attachment F**, in the total principal amount of not to exceed **\$822,602**.

Section 202. Description of 2013 Utilities Bond. The 2013 Utilities Bond shall be dated the date of its execution and delivery, shall be due and payable on the dates and in the amounts (subject to optional and mandatory redemption as provided in the Loan Contract), and shall bear interest as set forth in **Section 2.03** of the Loan Contract, payable as provided in **Section 2.05** of the Loan Contract.

Section 203. Administrative Fee. In addition to the principal of and interest on the 2013 Utilities Bond, the City shall pay all administrative fees as set forth in **Section 2.06** of the Loan Contract.

Section 204. Method and Place of Payment of 2013 Utilities Bond. The principal of and interest on the 2013 Utilities Bond shall be payable in any coin or currency of the United States of America that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal and interest on the 2013 Utilities Bond payable on each Payment Date shall be paid by check or draft to the registered owner thereof on the Business Day prior to such Payment Date by check or draft mailed by the City to such registered owner at the address on file with the City.

Section 205. Execution, Authentication and Delivery of 2013 Utilities Bond. The Mayor and Clerk are hereby authorized and directed to prepare and execute the 2013 Utilities Bond as herein specified.

Section 206. Sale of 2013 Utilities Bond. The City shall sell the 2013 Utilities Bond to NDEQ at a purchase price of 100% of the principal amount thereof. The City Treasurer is authorized to execute and deliver such documents as may be appropriate for and on behalf of the City to effect the sale of the 2013 Utilities Bond as provided herein, such officer's signature thereon being conclusive evidence of such official's and the City's approval thereof.

ARTICLE III

REDEMPTION OF 2013 UTILITIES BOND

Section 301. Redemption of 2013 Utilities Bond. At the option of the City, all or a portion of the 2013 Utilities Bond may be prepaid in accordance with the provisions of **Section 2.05** of the Loan Contract at a redemption price equal to 100% of the principal amount thereof, plus accrued interest thereon to the Redemption Date. The 2013 Utilities Bond is subject to mandatory prepayment by the City upon the occurrence of the event specified in **Section 2.05(c)** of the Loan Contract.

ARTICLE IV

SECURITY FOR 2013 UTILITIES BOND

Section 401. Security for 2013 Utilities Bond. The 2013 Utilities Bond is a special obligation of the City payable solely from, and secured as to the payment of principal and interest by a pledge of, the revenues derived from the operation of the Combined Utilities, after providing for the costs of operation and maintenance thereof, including operating income, investment income, gifts, bequests, contributions, grants and other moneys made available to the City with respect to the Combined Utilities from sources other than funds raised by taxation. The City hereby pledges said net income and revenues to the payment of the principal of and interest on the 2013 Utilities Bond and hereby authorizes the grant to the holders of the 2013 Utilities Bond of a security interest in said revenues and all amounts on deposit in the Revenue Fund, the Debt Service Fund and the Surplus Fund. The 2013 Utilities Bond shall not be or constitute a general obligation of the City, nor shall it constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction, and the taxing power of the City is not pledged to the payment of the 2013 Utilities Bond, either as to principal or interest.

The covenants and agreements of the City contained in this Ordinance, the Loan Contract and in the 2013 Utilities Bond shall be for the equal benefit, protection and security of the legal owners of the 2013 Utilities Bond. The 2013 Utilities Bond shall stand on a parity and be equally and ratably secured with respect to the payment of principal and interest from the net income and revenues derived from the operation of the Combined Utilities and in all other respects with any Parity Bonds. The 2013 Utilities Bond shall not have any priority with respect to the payment of principal or interest from said net income and revenues or otherwise over the Parity Bonds and the Parity Bonds shall not have any priority with respect to the payment of principal or interest from said net income and revenues or otherwise over the 2013 Utilities Bond.

ARTICLE V

FUNDS; DEPOSIT AND APPLICATION OF BOND PROCEEDS AND OTHER MONEYS

Section 501. Establishment of Funds. There are hereby created or ratified and ordered to be established and maintained in the treasury of the City the following separate funds to be known respectively as the:

- (a) Combined Utilities Revenue Fund (the “**Revenue Fund**”).
- (b) Debt Service Fund for the Combined Utilities Revenue Bond (the “**Debt Service Fund**”).
- (c) Combined Utilities Surplus Fund (the “**Surplus Fund**”).

The funds referred to in paragraphs (a) through (c) of this **Section 501** shall be maintained and administered by the City solely for the purposes and in the manner provided for in this Ordinance so long as any part of the 2013 Utilities Bond is unpaid.

Section 502. Disbursement of 2013 Utilities Bond Proceeds. The proceeds of the 2013 Utilities Bond shall be disbursed as provided in **Section 2.04** of the Loan Contract to pay the costs of the Project.

ARTICLE VI

APPLICATION OF REVENUES

Section 601. Revenue Fund. The City covenants and agrees that from and after the delivery of the 2013 Utilities Bond, and continuing as long as any balance of the 2013 Utilities Bond remains unpaid, all of the revenues derived and collected from the operation of the Combined Utilities shall as and when received be paid and deposited into the Revenue Fund. Said revenues shall be segregated and kept separate and apart from all other moneys, revenues, funds and accounts of the City and shall not be commingled with any other moneys, revenues, funds and accounts of the City. The Revenue Fund shall be administered and applied solely for the purposes and in the manner provided for in this Ordinance and the Loan Contract.

Section 602. Application of Money in Funds. The City covenants and agrees that from and after the delivery of the 2013 Utilities Bond and continuing so long as any balance of the 2013 Utilities Bond shall remain unpaid, it will on the first day of each month administer and allocate all of the moneys then held in the Revenue Fund as follows:

(a) **Operation and Maintenance.** There shall first be paid and credited from month to month as a first charge against the Revenue Fund the Expenses of the Combined Utilities as the same become due and payable.

(b) **Debt Service Fund.** There shall next be paid and credited monthly to the Debt Service Fund, to the extent necessary to meet on each Payment Date the payment of all interest on and principal of the 2013 Utilities Bond.

The amounts required to be paid and credited to the Debt Service Fund pursuant to this **Section 602(b)** shall be made at the same time and on a parity with the amounts at the time required to be paid and credited to the debt service funds established for the payment of principal and interest on Parity Bonds under the provisions of the Parity Ordinances.

All amounts paid and credited to the Debt Service Fund shall be expended and used by the City for the sole purpose of paying the interest on and principal of the 2013 Utilities Bond as and when the same become due on each Payment Date.

(c) **Surplus Fund.** After all payments and credits required at the time to be made under the provisions of subsections (a) and (b) of this **Section 602** have been made, all moneys remaining in the Revenue Fund shall be paid and credited to the Surplus Fund. Moneys in the Surplus Fund may be expended and used for the following purposes as determined by the governing body of the City:

(i) Paying the costs of the operation, maintenance and repair of the Combined Utilities to the extent that may be necessary after the application of the moneys under the provisions of **Section 602(a)** hereof;

(ii) Paying the cost of extending, enlarging or improving the Combined Utilities;

(iii) Preventing default in, anticipating payments into or increasing the amounts in the Debt Service Fund referred to in subsection (b) of this **Section 602**, or establishing or increasing the amount of any debt service fund or debt service reserve fund created by the City for the payment of any Parity Bonds;

(iv) Calling, redeeming and paying prior to the maturity thereof the 2013 Utilities Bond or any Parity Bonds, including principal, interest and redemption premium, if any; or

(v) Any other lawful purpose in connection with the operation of the Combined Utilities and benefiting the Combined Utilities.

(d) **Deficiency of Payments into Funds.** If at any time the revenues derived from the operation of the Combined Utilities are insufficient to make any payment on the date or dates hereinbefore specified, the City will make good the amount of such deficiency by making additional payments or credits out of the first available revenues thereafter received from the operation of the Combined Utilities, such payments and credits being made and applied in the order hereinbefore specified in this **Section 602**.

Section 603. Payments Due on Saturdays, Sundays and Holidays. In any case where a Payment Date is not a Business Day, then payment of principal or interest need not be made on such Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Payment Date, and no interest shall accrue for the period after such Payment Date.

ARTICLE VII

DEPOSIT AND INVESTMENT OF MONEY

Section 701. Deposit and Investment of Money.

(a) Money in each of the funds and accounts created by and referred to in this Ordinance shall be deposited in a bank or banks located in the State of Nebraska that are members of the Federal Deposit Insurance Corporation. All such deposits shall be continuously and adequately secured by the banks holding such deposits as provided by the laws of the State of Nebraska.

(b) Money held in any fund or account referred to in this Ordinance may be invested in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than the date when the money invested may be needed for the purpose for which such fund or account was created. All earnings on any investments held in any fund or account shall accrue to and become a part of such fund or account. In determining the amount held in any fund or account under any of the provisions of this Ordinance, obligations shall be valued at the lower of the cost or the market value thereof.

(c) So long as any Parity Bonds remain outstanding and unpaid, any investments made pursuant to this **Section 701** shall be subject to any restrictions in the Parity Sewer Ordinance with respect to the funds and accounts created by and referred to in the Parity Sewer Ordinance.

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

The City covenants and agrees that it will comply with each covenant set forth in **Section 3.02** of the Loan Contract.

ARTICLE IX

SENIOR LIENS

Section 901. Senior Lien Sewer Bonds. The City covenants and agrees that so long as the 2013 Utilities Bond remains unpaid, the City will not issue any additional bonds or incur or assume any other debt obligations appearing as liabilities on the balance sheet of the City for the payment of moneys determined in accordance with generally accepted accounting principles including capital leases as defined by generally accepted accounting principles, payable out of the net income and revenues of the Combined Utilities or any part thereof which are superior to the 2013 Utilities Bond.

Section 902. Parity Bonds. The City may issue Parity Bonds and other revenue obligations standing on a parity with the 2013 Utilities Bond as permitted by the Loan Contract and any Parity Sewer Ordinances.

Section 903. Junior Lien Sewer Bonds and Other Obligations. Nothing in this **Section 903** contained shall prohibit or restrict the right of the City to issue additional sewer revenue bonds or other sewer revenue obligations for any lawful purpose in connection with the operation of the facility and benefiting the Combined Utilities and to provide that the principal of and interest on said sewer revenue bonds or obligations shall be payable out of the revenues of the Combined Utilities, provided at the time of the issuance of such additional revenue bonds or obligations the City is not in default in the performance of any covenant or agreement contained in this Ordinance (unless such additional sewer revenue bonds or obligations are being issued to provide funds to cure such default), and provided further that such additional revenue bonds or obligations shall be junior and subordinate to the 2013 Utilities Bond so that if at any time the City shall be in default in paying either interest on or principal of the 2013 Utilities Bond, or if the City is in default in making any payments required to be made by it under the provisions of subsections (a) and (b) of **Section 602** of this Ordinance, the City shall make no payments of either principal of or interest on said junior and subordinate sewer revenue bonds or obligations until said default or defaults be cured. In the event of the issuance of any such junior and subordinate sewer revenue bonds or obligations, the City, subject to the provisions aforesaid, may make provision for paying the principal of and interest on said revenue bonds or obligations out of moneys in the Sewer Revenue Fund.

ARTICLE X

DEFAULT AND REMEDIES

Section 1001. Remedies. Upon the occurrence of any Event of Default, NDEQ may exercise any of the remedies set forth in **Article V** of the Loan Contract.

ARTICLE XI

DEFEASANCE

Section 1101. Defeasance. When the 2013 Utilities Bond and the interest payments thereon have been paid and discharged, then the requirements contained in this Ordinance and the pledge of revenues made hereunder and all other rights granted hereby shall terminate.

ARTICLE XII

MISCELLANEOUS PROVISIONS

Section 1201. Amendments. The rights and duties of the City, and the terms and provisions of the 2013 Utilities Bond, the Loan Contract or of this Ordinance, may be amended or modified at any time in any respect by Ordinance of the City in accordance with the provisions of **Section 6.03** of the Loan Contract.

Every amendment or modification of the provisions of the 2013 Utilities Bond or of this Ordinance shall be expressed in an ordinance adopted by the governing body of the City amending or supplementing the provisions of this Ordinance and the Loan Contract and shall be deemed to be a part of this Ordinance. A certified copy of every such amendatory or supplemental Ordinance and each such amendment or supplement to the Loan Contract, if any, and a certified copy of this Ordinance shall always be kept on file in the office of the Clerk, and shall be made available for inspection by NDEQ.

Section 1202. Further Authority. The officers of the City, including the Mayor and Clerk, shall be, and they hereby are, authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 1203. Relationship of Loan Contract. In the event that any conflict arises between the provisions of the Loan Contract and the provisions of this Ordinance, the provisions of the Loan Contract shall prevail.

Section 1204. Severability. If any section or other part of this Ordinance, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Ordinance.

Section 1205. Governing Law. This Ordinance shall be governed by and constructed in accordance with the applicable laws of the State of Nebraska.

Section 1206. Effective Date. This Ordinance shall take effect and be in full force from and after passage by the Council, and publication in pamphlet form as provided by law.

PASSED AND ADOPTED: January 22, 2013.



CITY OF HICKMAN, NEBRASKA

By: _____

[Handwritten signature]
Mayor

By: _____

[Handwritten signature]
Clerk

VOICE NEWS

PO Box 148
Hickman, NE 68372-0148
(402) 792-2255

RECEIVED

JAN 31 2013

BY: VO

BILL TO
City of Hickman ATTN: Clerk 115 Locust Street Hickman, NE 68372

**CITY OF HICKMAN
ORDINANCE 2013-02
NOTICE OF PASSAGE
AND PUBLICATION OF ORDINANCE**

Public Notice is hereby given that the Mayor and Council of the City of Hickman, Nebraska, at their meeting on January 22, 2013, passed and approved Ordinance Number 2013-02, Combined Utilities Revenue Bond Series 2013, titled AN ORDINANCE OF THE CITY OF HICKMAN, NEBRASKA AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF A \$822,602 TOTAL PRINCIPAL AMOUNT COMBINED UTILITIES REVENUE BOND, SERIES 2013, IN THE FORM OF A PROMISSORY NOTE OF THE CITY, TO PAY THE COSTS OF ACQUIRING, CONSTRUCTING, IMPROVING, EXTENDING, EQUIPPING AND FURNISHING IMPROVEMENTS TO THE CITY'S SANITARY SEWER DISPOSAL PLANT AND SEWER SYSTEM; APPROVING THE EXECUTION AND DELIVERY OF A LOAN CONTRACT WITH THE NEBRASKA DEPARTMENT OF ENVIRONMENTAL QUALITY (NDEQ PROJECT NO. C317887); PRESCRIBING THE FORM AND DETAILS OF THE BONDS AND THE COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND AUTHORIZING CERTAIN ACTIONS AND DOCUMENTS AND PRESCRIBING OTHER MATTERS RELATING THERETO.

Said Ordinance has been published in pamphlet form. Copy of the ordinance as so published is available at the office of the City Clerk at the City office in Hickman, Nebraska.

Kelly Oelke, City Clerk

COPY

INVOICE - AFFIDAVIT OF PUBLICATION

INVOICE #	125268	DUE DATE	3/2/2013
THE STATE OF NEBRASKA County of Lancaster		} ss. Bill Bryant, being duly sworn, says that he is the editor of	

VOICE NEWS

News of Western Otoe, Western Johnson, Northern Gage, Western Cass & Lancaster Counties, a legal newspaper which is published and is in general circulation in Lancaster County, Nebraska, and is printed in the English Language weekly at its office in Hickman, Nebraska; that said newspaper has been so published for more than fifty-two successive weeks prior to the publication of the annexed notice, and has a bona fide circulation of more than three hundred copies each issue.

That to affiant's personal knowledge, the annexed notice was published in said newspaper:

1	Successive Week(s)
Beginning with the issue of:	1/31/2013
and ending with the issue of:	1/31/2013
Publisher's fee at Legal Rate is:	\$15.57

Bill Bryant, Editor

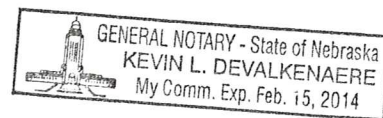
Summary Information	Weekly Cost
Ordinance 2013-02	15.57

Subscribed and sworn before me, this 31 day of

January, 2013

[Signature]

Notary Public



ORDINANCE NO. 2021-06

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF HICKMAN, NEBRASKA AUTHORIZING AND APPROVING A LEASE-PURCHASE TRANSACTION WITH A BANK OR TRUST COMPANY THE PROCEEDS OF WHICH WILL BE USED TO PROVIDE FOR REFINANCING A LEASE-PURCHASE AGREEMENT FOR THE CONSTRUCTION, EQUIPPING AND FURNISHING OF A COMMUNITY CENTER/CITY HALL AND RELATED IMPROVEMENTS FOR USE BY THE CITY; APPROVING THE ISSUANCE, SALE AND DELIVERY OF NOT TO EXCEED \$3,500,000 PRINCIPAL AMOUNT OF CERTIFICATES OF PARTICIPATION IN SUCH LEASE; FIXING IN PART AND PROVIDING FOR THE FIXING IN PART OF CERTAIN PROVISIONS OF THE LEASE AND RELATED DOCUMENTS; AND RELATED MATTERS.

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

Section 1. The Mayor and City Council (“**Council**”) of The City of Hickman, Nebraska (the “**City**”) hereby finds and determines as follows:

(a) Pursuant to a Triple Net Lease and Reconveyance Agreement, dated January 28, 2016 (the “**2016 Agreement**”), between the City, as lessee, and the Hickman Building Foundation, as lessor (the “**2016 Lessor**”), for a community center and city hall and related improvements for use by the City (collectively, the “**Project**”). The City is obligated to make payments to the 2016 Lessor in amounts equal to the principal and interest due on a loan from the United States Department of Agriculture, in the original amount of \$3,623,400, to the 2016 Lessor, (the “**2016 Loan**”) the proceeds of which was used to finance the construction, equipping and furnishing of the Project. The 2016 Loan remains outstanding in the approximate amount of \$3,315,000, bears interest at 3.125% per annum and has a final maturity of January 28, 2056. The 2016 Loan is subject to prepayment at any time, plus accrued interest on such amount to the date fixed for repayment, and the City may satisfy its obligations under the 2016 Agreement by paying or causing to be paid the outstanding principal and accrued interest on the 2016 Loan.

(b) The 2016 Loan remains unpaid and represents obligations of the City by virtue of the 2016 Agreement, provision for the payment of all or any part of which may be made by executing and delivering a new Lease Purchase Agreement (the “**Lease Agreement**”) between the City, as lessee, and a bank or trust company, as lessor, to provide for the payment and redemption of the 2016 Loan and to refinance the City’s obligations under the 2016 Agreement.

(c) Since the execution and delivery of the 2016 Agreement and the 2016 Loan, the rates of interest available in the markets have declined so that the City can effect a savings in interest costs by providing for prepayment in full of the amounts due under the 2016 Agreement to pay the principal and accrued interest on the 2016 Loan through the execution and delivery of the Lease Agreement and the issuance of refunding certificates of participation therein. Upon payment of such amounts, title to the Project shall transfer from the Lessor to the City pursuant to the provisions of the 2016 Agreement.

(d) In order to facilitate the foregoing and to pay the cost thereof, it is necessary and desirable for the City to take the following actions:

1. Enter into a License and Easement (the “**License and Easement**”) between the City, as grantor, and BOKF, National Association, or such other bank or trust company as determined by an Authorized Officer (the “**Trustee**”), as grantee, pursuant to which the City grants a license and easement with respect to the real estate which is the subject of the 2016 Agreement to the Trustee on the terms and conditions set forth therein;

2. Enter into a Lease-Purchase Agreement (the “**Lease**”) with the Trustee, pursuant to which the City, as lessee, will lease the Project from the Trustee, as lessor, with an option to purchase the Trustee’s interest in the Project and pursuant to which the parties shall agree that the Project shall remain the personal property of the Trustee, in a form similar as determined appropriate by an Authorized Officer;

3. If determined appropriate, execute and deliver a Tax Compliance Agreement (the “**Tax Agreement**”) pursuant to which the City may make certain representations and covenants related to the exclusion of the interest portions of basic rent under the Lease from gross income for purposes of federal income taxation, in a form as approved by an Authorized Officer (defined herein), upon advice of special tax counsel;

4. Approve a Declaration of Trust (the “**Declaration of Trust**”) by the Trustee, pursuant to which Certificates of Participation, Series 2021 (the “**Certificates of Participation**”), evidencing proportionate interests of the owners thereof in basic rent payments to be made by the City under the Lease, will be executed and delivered, in such form of declaration of trust as approved by an Authorized Officer; and

5. Approve an official statement respecting the Certificates of Participation, to be in substantially the same form as a preliminary official statement (as applicable) respecting the Certificates of Participation, both in such form and content as approved by an Authorized Officer (the “**Preliminary Official Statement**,” and together, the “**Official Statement**”).

The License and Easement, the Lease, and the Tax Agreement are referred to together herein as the “**City Documents**.”

Section 2. (a) The City Documents and the Declaration of Trust are hereby approved as indicated above or in such forms as approved by the Mayor, City Administrator or the Finance Director of the City (each, an “**Authorized Officer**”), with such changes therein as are approved by an Authorized Officer.

(b) The Authorized Officers, or each individually, are hereby authorized and directed to determine (i) the principal amount of the Lease, which shall not exceed \$3,500,000 (ii) the principal installments to be due thereunder, (iii) the final maturity of the Lease, which shall not be later than December 15, 2046, (iv) the rate of interest to be carried by each principal installment such that the true interest cost of the Certificate of Participation shall be not less than 3.00%, and (v) the prepayment provisions. The Authorized Officers, or each individually, are hereby authorized to make such changes, additions or deletions with respect to the Lease as may be in the best interests of the City prior to the signing thereof. An Authorized Officer’s execution of the City Documents will be conclusive evidence of such approval.

(c) The Authorized Officers, or each individually, are hereby authorized to determine the prepayment date of the 2016 Agreement on such date determined appropriate, which date or dates shall be the “**Redemption Date**” hereunder. The Authorized Officers, or each individually, are hereby authorized to designate, approve, execute and deliver, as the case may be, the form, content, terms and provisions of any notice with respect to the payment and redemption of the 2016 Agreement.

(d) Each Authorized Officer is hereby authorized and directed to execute and deliver, or cause to be executed and delivered, the City Documents and to approve the form and content of a Declaration of Trust on behalf of and as the act and deed of the City. The City Clerk is hereby authorized to affix the City's seal to the City Documents and attest such seal.

Section 3. The Authorized Officers are hereby authorized to determine the form and content of a Preliminary Official Statement for the Certificates of Participation. An Authorized Officer is further authorized to approve and deem final the preliminary Official Statement and final Official Statement and to distribute such documents to investors and the public.

Section 4. The Certificates shall be sold with a maximum underwriting discount of 1.70% of the stated principal amount of the Certificates to Piper Sandler & Co., the underwriter thereof (the "Underwriter") pursuant to a Certificate Purchase Agreement between the City and the Underwriter with respect to the Certificates. The Certificate Purchase Agreement shall be in such form and with such content as approved by one or more Authorized Officers determine as being in the best interests of the City.

Section 5. Without in any way limiting the power, authority or discretion elsewhere herein granted or delegated, the City Council hereby (a) authorizes and directs the Authorized Officers (or each individually) and all other officers, officials, employees and agents of the City to carry out or cause to be carried out, and to perform such obligations of the City and such other actions as they, or any of them, in consultation with special tax counsel, the Lessor and its counsel and the Underwriter, shall consider necessary, advisable, desirable or appropriate in connection with this Ordinance, including, without limitation, the execution and delivery of all related documents, instruments, certifications and opinions, and (b) delegates, authorizes and directs to the Authorized Officers, or each individually, the right, power and authority to exercise his or her independent judgment and absolute discretion in (1) determining and finalizing the terms and provisions of the Lease and the Certificates not specifically set forth in this Ordinance and (2) the taking of all actions and the making of all arrangements necessary, proper, appropriate, advisable or desirable in order to effectuate the execution and delivery of the City Documents and the issuance, sale and delivery of the Certificates. The execution and delivery by the Authorized Officers, or each individually, or by any such other officers, officials, employees or agents of the City of any such documents, instruments, certifications and opinions, or the doing by them of any act in connection with any of the matters that are the subject of this Ordinance, shall constitute conclusive evidence of both the City's and their approval of the terms, provisions and contents thereof and of all changes, modifications, amendments, revisions and alterations made therein and shall conclusively establish their absolute, unconditional and irrevocable authority with respect thereto from the City and the authorization, approval and ratification by the City of the documents, instruments, certifications and opinions so executed and the actions so taken.

All actions heretofore taken by the Authorized Officers and all other officers, officials, employees and agents of the City including, without limitation, the expenditure of funds and the selection, appointment and employment of special tax counsel, financial advisors, and other agents in connection with the execution and delivery of the City Documents and the issuance, sale and delivery of the Certificates, together with all other actions taken in connection with any of the matters that are the subject hereof, are in all respects hereby authorized, adopted, specified, accepted, ratified, approved and confirmed.

Section 6. The provisions of this Ordinance, of any supplemental ordinance, and of any resolutions or other proceedings providing for the execution and delivery of the City Documents and the sale of the Certificates and the terms and provisions thereof shall constitute a contract between the City,

the Lessor and the registered owners of the Certificates, and the provisions thereof shall be enforceable by any owner of a Certificate for the equal benefit and protection of all such owners similarly situated, by mandamus, accounting, mandatory injunction or any other suit, action or proceeding at law or in equity that is presently or may hereafter be authorized under the laws of the State of Nebraska (the “State”) in any court of competent jurisdiction. Such contract is made under and is to be construed in accordance with the laws of the State.

After the execution and delivery of the City Documents, and the issuance, sale and delivery of the Certificates, this Ordinance and any supplemental ordinance shall not be subject to repeal, but shall be subject to modification or amendment only to the extent and in the manner provided for in this Ordinance.

Section 7. With the exception of rights or benefits herein expressly conferred, nothing expressed or mentioned in or to be implied from this Ordinance, the City Documents or the Certificates is intended or should be construed to confer upon or give to any person other than the City, the Trustee and the registered owners of the Certificates, any legal or equitable right, remedy or claim under or by reason of or in respect to this Ordinance or any covenant, condition, stipulation, promise, lease or provision herein contained. The Ordinance and all of the covenants, conditions, stipulations, promises, agreements and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the City, the Lessor and the registered owners from time to time of the Certificates as herein and therein provided.

Section 8. No officer or employee of the City shall be individually or personally liable for the performance of any duties or obligations under the City Documents or the payment of the principal or interest on any Certificate. Nothing herein contained shall, however, relieve any such officer or employee from the performance of any duty provided or required by law.

Section 9. Whenever this Ordinance or the City Documents requires any action to be taken on a Saturday, Sunday or legal holiday, such action shall be taken on the first business day occurring thereafter. Whenever in this Ordinance or the City Documents the time within which any action is required to be taken or within which any right will lapse or expire shall terminate on a Saturday, Sunday or legal holiday, such time shall continue to run until midnight on the next succeeding business day.

Section 10. The City Documents and all other documents, agreements, certificates, and instruments related to the Certificates of Participation and City Documents shall be valid, binding, and enforceable against the City when executed and delivered by means of (i) an original manual signature; (ii) a faxed, scanned, or photocopied manual signature, or (iii) any other electronic signature permitted by electronic signatures laws, including any relevant provisions of the Uniform Commercial Code, in each case to the extent applicable. Each faxed, scanned, or photocopied manual signature, or other electronic signature, shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each of the City Documents and each document, agreement, certificate, and instrument related to the Certificates of Participation and City Documents may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute one and the same document, agreement, certificate, or instrument, as applicable.

Section 11. If any one or more of the covenants or agreements or portions thereof provided in this Ordinance on the part of the City to be performed should be determined by a court of competent jurisdiction to be contrary to law, then such covenant or covenants, or such lease or agreements, or such portions thereof, shall be deemed severable from the remaining covenants and agreements or portions thereof provided in this Ordinance and the invalidity thereof shall in no way affect the validity of the other provisions of this Ordinance or of the City Documents, but the Lessor and the registered owners of

the Certificates shall retain all the rights and benefits afforded to them hereunder and under the City Documents or any applicable provisions of law.

If any provisions of this Ordinance shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatsoever.

Section 12. This Ordinance shall be construed and interpreted in accordance with the laws of the State. All suits and actions arising out of this Ordinance shall be instituted in a court of competent jurisdiction in the State except to the extent necessary for enforcement, by any trustee or receiver appointed by or pursuant to the provisions of this Ordinance, or remedies under this Ordinance.

Section 13. Any ordinance of the City, and any part of any ordinance or resolution, inconsistent with this Ordinance is hereby repealed to the extent of such inconsistency.

Section 14. This ordinance shall take effect and be in force from and after its passage and publication in pamphlet form as provided by law.

PASSED AND APPROVED: _____, 2021.

CITY OF HICKMAN, NEBRASKA

ATTEST:

By: _____
Mayor

By: _____
Clerk

[S E A L]

Sources Of Funds

Par Amount of Bonds	\$3,350,000.00
Reoffering Premium	\$37,880.00
Total Sources	\$3,387,880.00

Uses Of Funds

Deposit to LOAN #1	\$3,314,176.59
Underwriter's Discount	\$53,600.00
Bond Counsel	\$15,000.00
Dissemination Agent	\$750.00
Cash to the City	\$4,353.41
Total Uses	\$3,387,880.00

Brad Slaughter

Senior Vice President | Public Finance Investment Banking

Piper Sandler & Co.

D 402 499-3709

[E bradley.slaughter@psc.com](mailto:bradley.slaughter@psc.com)

Disclaimer:

Piper Sandler is providing the information contained herein for discussion purposes only in anticipation of being engaged to serve as underwriter or placement agent on a future transaction and not as a financial advisor or municipal advisor. In providing the information contained herein, Piper Sandler is not recommending an action to you and the information provided herein is not intended to be and should not be construed as a “recommendation” or “advice” within the meaning of Section 15B of the Securities Exchange Act of 1934. Piper Sandler is not acting as an advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Exchange Act or under any state law to you with respect to the information and material contained in this communication. As an underwriter or placement agent, Piper Sandler’s primary role is to purchase or arrange for the placement of securities with a view to distribution in an arm’s-length commercial transaction, is acting for its own interests and has financial and other interests that differ from your interests. You should discuss any information and material contained in this communication with any and all internal or external advisors and experts that you deem appropriate before acting on this information or material.

The information contained herein may include hypothetical interest rates or interest rate savings for a potential refunding. Interest rates used herein take into consideration conditions in today’s market and other factual information such as credit rating, geographic location and market sector. Interest rates described herein should not be viewed as rates that Piper Sandler expects to achieve for you should we be selected to act as your underwriter or placement agent. Information about interest rates and terms for SLGs is based on current publically available information and treasury or agency rates for open-market escrows are based on current market interest rates for these types of credits and should not be seen as costs or rates that Piper Sandler could achieve for you should we be selected to act as your underwriter or placement agent. More particularized information and analysis may be provided after you have engaged Piper Sandler as an underwriter or placement agent or under certain other exceptions as describe in the Section 15B of the Exchange Act.

Piper Sandler Companies (NYSE: PIPR) is a leading investment bank and institutional securities firm driven to help clients Realize the Power of Partnership®. Securities brokerage and investment banking services are offered in the U.S. through Piper Sandler & Co., member SIPC and FINRA; in Europe through Piper Sandler Ltd., authorized and regulated by the U.K. Financial Conduct Authority; and in Hong Kong through Piper Sandler Hong Kong Ltd., authorized and regulated by the Securities and Futures Commission. Asset management products and services are offered through separate investment advisory affiliates.

© 2020 Piper Sandler Companies. 800 Nicollet Mall, Minneapolis, Minnesota 55402-7036

**PUBLIC NOTICE
CITY OF HICKMAN, NEBRASKA
NOTICE OF RENEWAL OF RETAIL
LIQUOR LICENSE**

Notice is hereby given pursuant to section 53-135.01 that a liquor license may be automatically renewed for one year from May 1, 2021 for the following retail liquor licensee:

WHITEHEAD OIL DBA U-STOP 17
18940 S 68th Street
Hickman, NE 68372

Notice is hereby given that written protests to the issuance of automatic renewal of license may be filed by any resident of the City of Hickman on or before February 10, 2021 in the office of the City Clerk and that in the event protests are filed by three or more such persons, hearing will be had to determine whether continuation of the license should be allowed.

Kelly Oelke, CPM, CMC
City Clerk
City of Hickman

Upon the conclusion of any hearing required by this section, the local Governing Body may request a licensee to submit an application as provided in section 53-135.

The Voice News

P.O. Box 148
Hickman, NE 68372-0148

BILL TO
City of Hickman ATTN: Clerk 115 Locust Street Hickman, NE 68372

**PUBLIC NOTICE
CITY OF HICKMAN, NEBRASKA
NOTICE OF RENEWAL OF RETAIL
LIQUOR LICENSE**

Notice is hereby given pursuant to section 53-135.01 that a liquor license may be automatically renewed for one year from May 1, 2021 for the following retail liquor licensee:

WHITEHEAD OIL DBA U-STOP 17
18940 S 68th Street
Hickman, NE 68372

Notice is hereby given that written protests to the issuance of automatic renewal of license may be filed by any resident of the City of Hickman on or before February 10, 2021 in the office of the City Clerk and that in the event protests are filed by three or more such persons, hearing will be had to determine whether continuation of the license should be allowed.

Kelly Oelke, CPM, CMC
City Clerk
City of Hickman

Upon the conclusion of any hearing required by this section, the local Governing Body may request a licensee to submit an application as provided in section 53-135.

Jan 14 - 32 ln

INVOICE - AFFIDAVIT OF PUBLICATION

INVOICE #	3000435	DUE DATE	2/13/2021
-----------	---------	----------	-----------

THE STATE OF NEBRASKA } Darren P. Ivy, being duly sworn,
County of Lancaster } ss. says that he is the publisher of

VOICE NEWS

News of Otoe, Johnson, Gage, Cass, Lancaster,
& Scotts Bluff Counties,

a legal newspaper which is published and is in general circulation in Lancaster, Gage, Johnson, Otoe, Cass, and Scotts Bluff Counties, Nebraska, and is printed in the English Language weekly at its offices in Hickman and Mitchell, Nebraska; that said newspaper has been so published for more than fifty-two successive weeks prior to the publication of the annexed notice, and has a bona fide circulation of more than three hundred copies each issue. That to affiant's personal knowledge, the annexed notice was published in said newspaper:

1	Successive Week(s)
Beginning with the issue of:	1/14/2021
and ending with the issue of:	1/14/2021
Publisher's fee at Legal Rate is:	\$13.47

Darren P. Ivy

Darren P. Ivy, Publisher

Summary Information	Weekly Cost
Notice of Renewal of Liquor License - U-Stop 17 - Jan. 14	13.47

Subscribed and sworn before me, this 14th day of

January, 2021

Sharon L Gray
Notary Public

State of Nebraska - General Notary
SHARON L GRAY
My Commission Expires
August 18, 2023

This document is your Affidavit of Publication and amount that will be on your Invoice.

**PUBLIC NOTICE
CITY OF HICKMAN, NEBRASKA
NOTICE OF RENEWAL OF RETAIL
LIQUOR LICENSE**

Notice is hereby given pursuant to section 53-135.01 that a liquor license may be automatically renewed for one year from May 1, 2021 for the following

retail liquor licensee:
THE STAGE THEATER
225 Locust Street
Hickman, NE 68372

Notice is hereby given that written protests to the issuance of automatic renewal of license may be filed by any resident of the City of Hickman on or before February 10, 2021 in the office of the City Clerk and that in the event protests are filed by three or more such persons, hearing will be had to determine whether continuation of the license should be allowed.

Kelly Oelke, CPM, CMC
City Clerk
City of Hickman

Upon the conclusion of any hearing required by this section, the local Governing Body may request a licensee to submit an application as provided in section 53-135.

The Voice News

P.O. Box 148
Hickman, NE 68372-0148

INVOICE - AFFIDAVIT OF PUBLICATION

INVOICE #	3000436	DUE DATE	2/13/2021
-----------	---------	----------	-----------

BILL TO
City of Hickman ATTN: Clerk 115 Locust Street Hickman, NE 68372

THE STATE OF NEBRASKA }
County of Lancaster } ss. Darren P. Ivy, being duly sworn,
says that he is the publisher of

VOICE NEWS

News of Otoe, Johnson, Gage, Cass, Lancaster,
& Scotts Bluff Counties,

a legal newspaper which is published and is in general circulation in Lancaster, Gage, Johnson, Otoe, Cass, and Scotts Bluff Counties, Nebraska, and is printed in the English Language weekly at its offices in Hickman and Mitchell, Nebraska; that said newspaper has been so published for more than fifty-two successive weeks prior to the publication of the annexed notice, and has a bona fide circulation of more than three hundred copies each issue. That to affiant's personal knowledge, the annexed notice was published in said newspaper:

**PUBLIC NOTICE
CITY OF HICKMAN, NEBRASKA
NOTICE OF RENEWAL OF RETAIL
LIQUOR LICENSE**

Notice is hereby given pursuant to section 53-135.01 that a liquor license may be automatically renewed for one year from May 1, 2021 for the following retail liquor licensee:

THE STAGE THEATER

225 Locust Street
Hickman, NE 68372

Notice is hereby given that written protests to the issuance of automatic renewal of license may be filed by any resident of the City of Hickman on or before February 10, 2021 in the office of the City Clerk and that in the event protests are filed by three or more such persons, hearing will be had to determine whether continuation of the license should be allowed.

Kelly Oelke, CPM, CMC
City Clerk
City of Hickman

Upon the conclusion of any hearing required by this section, the local Governing Body may request a licensee to submit an application as provided in section 53-135.

Jan 14 - 32 ln

1	Successive Week(s)
Beginning with the issue of:	1/14/2021
and ending with the issue of:	1/14/2021
Publisher's fee at Legal Rate is:	\$13.47

Darren P. Ivy

Darren P. Ivy, Publisher

Summary Information	Weekly Cost
Notice of Renewal of Liquor License - The Stage Theater - Jan. 14	13.47

Subscribed and sworn before me, this 14th day of

January, 2021

Sharon L Gray
Notary Public

State of Nebraska - General Notary
SHARON L GRAY
My Commission Expires
August 18, 2023

**PUBLIC NOTICE
CITY OF HICKMAN, NEBRASKA
NOTICE OF RENEWAL OF RETAIL
LIQUOR LICENSE**

Notice is hereby given pursuant to section 53-135.01 that a liquor license may be automatically renewed for one year from May 1, 2021 for the following retail liquor licensee:

LANKA LION LLC DBA THE METTLE GRILL
1204 Park Drive
Hickman, NE 68372

Notice is hereby given that written protests to the issuance of automatic renewal of license may be filed by any resident of the City of Hickman on or before February 10, 2021 in the office of the City Clerk and that in the event protests are filed by three or more such persons, hearing will be had to determine whether continuation of the license should be allowed.

Kelly Oelke, CPM, CMC
City Clerk
City of Hickman

Upon the conclusion of any hearing required by this section, the local Governing Body may request a licensee to submit an application as provided in section 53-135.

The Voice News

P.O. Box 148
Hickman, NE 68372-0148

INVOICE - AFFIDAVIT OF PUBLICATION

INVOICE #	3000434	DUE DATE	2/13/2021
-----------	---------	----------	-----------

BILL TO
City of Hickman ATTN: Clerk 115 Locust Street Hickman, NE 68372

THE STATE OF NEBRASKA } Darren P. Ivy, being duly sworn,
County of Lancaster } ss. says that he is the publisher of

VOICE NEWS

News of Otoe, Johnson, Gage, Cass, Lancaster,
& Scotts Bluff Counties,

a legal newspaper which is published and is in general circulation in Lancaster, Gage, Johnson, Otoe, Cass, and Scotts Bluff Counties, Nebraska, and is printed in the English Language weekly at its offices in Hickman and Mitchell, Nebraska; that said newspaper has been so published for more than fifty-two successive weeks prior to the publication of the annexed notice, and has a bona fide circulation of more than three hundred copies each issue. That to affiant's personal knowledge, the annexed notice was published in said newspaper:

**PUBLIC NOTICE
CITY OF HICKMAN, NEBRASKA
NOTICE OF RENEWAL OF RETAIL
LIQUOR LICENSE**

Notice is hereby given pursuant to section 53-135.01 that a liquor license may be automatically renewed for one year from May 1, 2021 for the following retail liquor licensee:

LANKA LION LLC DBA THE METTLE GRILL
1204 Park Drive
Hickman, NE 68372

Notice is hereby given that written protests to the issuance of automatic renewal of license may be filed by any resident of the City of Hickman on or before February 10, 2021 in the office of the City Clerk and that in the event protests are filed by three or more such persons, hearing will be had to determine whether continuation of the license should be allowed.

Kelly Oelke, CPM, CMC
City Clerk
City of Hickman
Upon the conclusion of any hearing required by this section, the local Governing Body may request a licensee to submit an application as provided in section 53-135.

Jan 14 - 33 ln

1	Successive Week(s)
Beginning with the issue of:	1/14/2021
and ending with the issue of:	1/14/2021
Publisher's fee at Legal Rate is:	\$13.89

Darren P. Ivy

Darren P. Ivy, Publisher

Summary Information	Weekly Cost
Notice of Renewal of Liquor License - The Mettle Grill - Jan. 14	13.89

Subscribed and sworn before me, this 14th day of

January, 2021
Sharon L Gray
Notary Public

State of Nebraska - General Notary
SHARON L GRAY
My Commission Expires
August 18, 2023