

City Council Regular Meeting or Upon the  
Completion of the Community Development  
Agency Meeting  
Tuesday, January 9, 2024 7:00 PM

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

1. Call to Order

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

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

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

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

2. Pledge of Allegiance

3. Roll Call

4. Mayor Communications

5. Consent Agenda

5.A. Approval of December 12, 2023 City Council Meeting Minutes

- 5.B. Claims and Accounts Payable Report
- 6. Proclamations, Presentations, Appointments, Affirmations & Introductions
  - 6.A. Revised Presentation of Redevelopment Area #2 Redevelopment Plan by Andrew Willis of Cline Williams
  - 6.B. Presentation of Broadband Opportunities in Hickman by Charter Communications
- 7. Reports
  - 7.A. Reading, Historical & Tech Center
  - 7.B. City Code Violations, Abatements, Nuisances and Permits
  - 7.C. Public Works and Parks and Recreation Department
  - 7.D. Lancaster County Sheriff's Office Report
  - 7.E. Community Center Report
  - 7.F. Water Plant Improvements Update
  - 7.G. Wastewater Plant Improvements Update
- 8. Public Hearings
  - 8.A. Public Hearing on the Application with the Nebraska Liquor Control Commission for the Issuance of a Retail Liquor Class CK for J&K Dreams, LLC DBA Hickman Bar & Grill, 107 Locust Street in Hickman, Nebraska
- 9. Unfinished Business
  - 9.A. Resolution 2023-28, Redevelopment Plan for Redevelopment Area #2 in the City of Hickman, Nebraska
- 10. New Business
  - 10.A. Resolution 2024-01, License and Management Agreement for Use of Municipal Property for Sports or Other Recreational Activities, Legion Baseball Lease Agreement
  - 10.B. Local Recommendation of Approval for Liquor License Application of J&K Dreams, LLC DBA Hickman Bar & Grill at 107 Locust Street

- 10.C. Certificate of Payment No. 3 to Midwest Mechanical Industrial Services, LLC for Hickman Water Treatment Plant 2nd Train Project in the Amount of \$49,183.40
- 10.D. Certificate of Payment No. 2 to Layne Christiansen Company for Equipment for the Water Treatment Plant 2nd Train Project in the Amount of \$275,872.50
- 10.E. Consideration of Change of Order No. 3 for Modifying Existing Chlorine Water Supply for the Water Treatment Plant 2nd Train Project
- 10.F. Discussion of Test Well Results and Consideration of Land Acquisition for Municipal Wells
- 11. City Administrator's Report
- 12. Governing Body Comments & Council Correspondence
  - 12.A. The City Office Closed for Martin Luther King Jr. Day, Monday, January 15, 2024
- 13. Meeting Adjournment

## **MINUTES OF THE HICKMAN CITY COUNCIL MEETING HELD DECEMBER 12, 2023**

Mayor Phil Goering called the meeting to order at 7:38pm on December 12, 2023 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 Justina Ziemann, Travis Borchardt, Chad Parker, John Meese Steve Noren, and Doug Wagner 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 Goering Moved to Item 6.C. Presentation of Redevelopment Area #2 Redevelopment Plan by Andrew Willis of Cline Williams

Mr. Andrew Willis with Cline Williams discussed the recommendation from the CDA meeting prior to the City Council Meeting regarding the Redevelopment Plan for Area #2 of Wizkidz Addition. Mr. Willis clarified that the recommendation was to bring back the redevelopment plan with no TIF. Mr. Willis Stated that there is no need for a Redevelopment Plan if no TIF is being used.

Mayor Goering Moved to Item 8.A. The purpose of the hearing is to obtain public comment prior to the review and consideration of a proposed redevelopment plan for certain property within the City of Hickman, which plan shall include a redevelopment project that will utilize tax increment financing. The property which is the subject of this notice and of the public hearing is legally described as follows: Lot Two (2), Wizkidz Addition, Lancaster County, Nebraska (PID# 1527321002000).

Mayor Goering opened the Public Hearing at 7:42 PM.

No comments by the public in support of the Public Hearing.

Mr. Travis Buel, 18400 S. 54<sup>th</sup> Street Hickman spoke in opposition on the principals of TIF and how he feels it puts City Council in a position to pick favorites. Previous developers have requested TIF and was denied. Hickman Hills requested TIF and did not receive it but will continue to build. Mr. Buel spoke on his taxes for Hickman Hills and the increase that he has seen. Mr. Buel spoke about Hickman's Levy being high. Mr. Buel believes that the property owners could have other developers look at the property if it doesn't work for B&R Stores.

Mr. Walt Nelson 825 E. 9<sup>th</sup> Hickman spoke in opposition. Mr. Nelson does not think that the government should be in the business of using TIF money with developers that are in competition with our local businesses. If TIF is approved a precedent is being set for future developers. Mr. Nelson welcomes B&R to the community but not with TIF. Mr. Nelson spoke about his attendance of the Planning Commission meeting.

Mr. Corey Ostrander 880 Morning Glory Ct. Hickman spoke in opposition. Mr. Ostrander discussed that he is not against the use of TIF but that they considered the building Blighted and Substandard and aren't going to be doing anything with those buildings. For the residential phases of the development plan, it sets a precedent for future development. Mr. Ostrander discussed TIF being used per lot and how that extends the use of TIF for the overall property. Mr. Ostrander recommended that the developer pay for all of 68<sup>th</sup> Street to be updated.

No comments by the public in a neutral capacity of the Public Hearing.

Motion by Council Member Parker and a second by Ziemann to close Public Hearing at 7:57 PM.

The following Council Members voted "YEA": Ziemann, Borchardt, Parker, Meese, Noren, and Wagner.

The following Council Members voted "NAY": None. Motion passed 6-0.

Mayor Goering Moved to Item 10.E. Resolution 2023-28, Redevelopment Plan for Redevelopment Area #2 in the City of Hickman, Nebraska. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HICKMAN, NEBRASKA, APPROVING THE REDEVELOPMENT PLAN FOR REDEVELOPMENT AREA #2 OF THE CITY OF HICKMAN, NEBRASKA. RECITALS

- A. The proposed Redevelopment Plan for Redevelopment Area #2 (the "Redevelopment Plan") has been prepared and is on file and available for public inspection with the Hickman City Clerk.
- B. The Redevelopment Plan includes a redevelopment project with multiple phases identified as the Mixed-Use Redevelopment Project and Residential Redevelopment Project (the "Project") that will utilize Tax Increment Financing pursuant to Neb. Rev. Stat. § 18-2147.
- C. The Community Development Agency of the City of Hickman, Nebraska ("CDA") submitted the question of whether the Redevelopment Plan should be recommended to the City Council to the Planning Commission of the City of Hickman.
- D. The Planning Commission recommended the approval of the Redevelopment Plan.
- E. Notice of public hearing regarding the adoption and approval of the Redevelopment Plan by the City Council was provided in conformity with the Open Meetings Act, Neb. Rev. Stat. § 84-1407 et seq., the Community Development Law, Neb. Rev. Stat. §§ 18-2115 and 18-2115.01, and Nebraska law.
- F. On December 12, 2023, the City Council held a public hearing relating to the question of whether the Redevelopment Plan should be adopted and approved by the City. All interested parties were afforded at such public hearing a reasonable opportunity to express their views respecting the submitted question.
- G. The City Council has reviewed the Redevelopment Plan, the cost benefit analysis attached to the Redevelopment Plan, and the recommendations of the Planning Commission, and has duly considered all statements made and material submitted related to the submitted question.

NOW THEREFORE, it is found by the City Council of the City of Hickman, Nebraska, in accordance with the Community Development Law, Neb. Rev. Stat. §§ 18-2101 through 18-2155 (the "Act"), as follows:

1. The Project Site is in need of redevelopment to remove blight and substandard conditions identified pursuant to the Act.
2. The Redevelopment Plan will, in accordance with the present and future needs of the City of Hickman, promote the health, safety, morals, order, convenience, prosperity, and the general welfare of the community in conformance with the legislative declarations and determinations set forth in the Act.
3. The Redevelopment Plan is in conformance with the general plan for development of the City of Hickman as a whole, as set forth in the City of Hickman Comprehensive Plan, as amended.
4. The cost and benefits set forth in the Project cost benefit analysis are found to be in the long-term best interest of the City of Hickman.
5. The Project would not be economically feasible without the use of Tax Increment Financing.
6. The Project would not occur on the Redevelopment Area without the use of Tax Increment Financing.

BE IT FURTHER RESOLVED, that pursuant to the provisions of the Act and in light of the foregoing findings and determinations, the Redevelopment Plan is hereby approved and adopted by the City Council as the governing body for the City of Hickman. Dated this 12th day of December, 2023.

Motion by Council Member Wagner and a second by Ziemann to table Resolution 2023-28 until the January 9, 2024 City Council Meeting with the developer requesting no TIF. The following Council Members voted "YEA": Ziemann, Borchardt, Parker, Meese, and Wagner. The following Council Members voted "NAY": Noren. Motion passed 5-1.

Mayor Goering stated he will return to original agenda order and moved to item 4. Mayor Communication and stated he has none.

### **Consent Agenda**

City Administrator presented and discussed the November 28, 2023 Meeting Minutes, and line-item content of Claims Report with the Governing Body. Motion by Council Member Noren and a second by Parker to approve the consent agenda. The following Council Members voted "YEA": Ziemann, Borchardt, Parker, Meese, Noren, and Wagner. The following Council Members voted "NAY": None. Motion passed 6-0.

## **Proclamations, Presentations, Appointments, Affirmations & Introductions**

Mayor Goering presented Nomination & Election of 2024 Council President. Mayor Goering opened the floor at 8:05 PM for nominations for Hickman City Council President. Council Member Borchardt nominated Council Member Wagner for City Council President. Motion by Council Member Ziemann and a second by Borchardt to close nominations. The following Council Members voted "YEA": Ziemann, Borchardt, Parker, Meese, and Noren. The following Council Members voted "NAY": None. Motion passed 5-1 Abstained.

Motion by Council Member Parker and a second by Borchardt to affirm and approve Council Member Wagner for City Council President. The following Council Members voted "YEA": Ziemann, Borchardt, Parker, Meese, and Noren. The following Council Members voted "NAY": None. Motion passed 5-1 Abstained.

Mayor Goering presented Affirmation of Mayor's Appointments of City Appointed Officials, City Department Heads, Planning Commission, Board of Adjustments & Other City Positions and Assigned Committees. Justin Stark will be appointed as City Street Superintendent and City Engineer. Motion by Council Member Wagner and a second by Noren to approve Affirmation of Mayor's Appointments of City Appointed Officials, City Department Heads, Planning Commission, Board of Adjustments & Other City Positions and Assigned Committees for 2024. The following Council Members voted "YEA": Ziemann, Borchardt, Parker, Meese, Noren, and Wagner. The following Council Members voted "NAY": None. Motion passed 6-0.

## **Reports**

Mayor Goering presented the Planning Commission Report and stated the minutes were attached for review.

Deputy Dowhower presented the Lancaster County Sheriff's Report to the Governing Body.

City Administrator presented and discussed the November 2023 Community Center Report with the Governing Body.

The City Administrator presented the Water Plant Improvements Update and noted that a change order is in process and will be presented at a later meeting for adjustment of a control panel. To avoid delays in the project the city will share the cost with Layne Christensen. The Booster Pump kickoff meeting took place with details in meeting minutes. The 2 test wells have been dug and initial results for the first well came back good and will now test the second well.

The City Administrator presented the Wastewater Plant Improvements Update. The project is on schedule and the first pay request is in New Business.

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

## **Unfinished Business**

Mayor Goering presented Ordinance 2023-15, Final Plat Barber Estates Addition, second reading. Mayor Goering invited Registered Agenda Topic Speaker Mr. Walt Nelson, 825 E. 9<sup>th</sup> Hickman to address the Governing Body. Mr. Nelson discussed adding a no exit and no entrance sign on Chicory Street, movable barricades on Chicory Street, and holding the builder accountable to the Developer Agreement. Motion by Council Member Wagner and a second by Parker to waive the three-reading rule for Ordinance 2023-15. The following Council Members voted "YEA": Ziemann, Parker, Meese, Noren, and Wagner. The following Council Members voted "NAY": Borchardt. Motion passed 5-1.

Motion by Council Member Wagner and a second by Meese to pass Ordinance 2023-15 on the second and final reading. The following Council Members voted "YEA": Ziemann, Borchardt, Parker, Meese, Noren, and Wagner. The following Council Members voted "NAY": None. Motion passed 6-0.

### **New Business**

City Administrator presented Consideration of BizSecure Managed Services Renewal with Bizco in the Amount of \$1,719.00 that is an annual agreement for the city. Motion by Council Member Noren and a second by Ziemann to approve Consideration of BizSecure Managed Services Renewal with Bizco in the Amount of \$1,719.00. The following Council Members voted "YEA": Ziemann, Borchardt, Parker, Meese, Noren, and Wagner. The following Council Members voted "NAY": None. Motion passed 6-0.

City Administrator presented Consideration of Community Center Policy Amendments and discussed that the rental guides were reviewed by City Staff and there are requested edits for review by City Council. One of the edits to the agreement is to add that the Community Center is not available to rent when City declares a holiday for City Staff. Motion by Council Member Wagner and a second by Noren to approve Consideration of Community Center Policy Amendments. The following Council Members voted "YEA": Ziemann, Borchardt, Parker, Meese, Noren, and Wagner. The following Council Members voted "NAY": None. Motion passed 6-0.

Mayor Goering presented the Certificate of Payment No. 1 to Neuvirth Construction Inc. for Hickman Wastewater Treatment Head Works and Final Clarifier Project in the amount of \$379,646.23. Motion by Council Member Wagner and a second by Noren to approve Certificate of Payment No. 1 to Neuvirth Construction Inc. for Hickman Wastewater Treatment Head Works and Final Clarifier Project in the amount of \$379,646.23. The following Council Members voted "YEA": Ziemann, Borchardt, Parker, Meese, Noren, and Wagner. The following Council Members voted "NAY": None. Motion passed 6-0.

Mayor Goering presented Resolution 2023-27, HOLIDAY GREETINGS MERRY CHRISTMAS & HAPPY NEW YEAR BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF HICKMAN, NEBRASKA: That the City Council and employees of the City of Hickman join together to extend Holiday Greetings and Best Wishes to the citizens of Hickman and the surrounding area; for a joyous Christmas and a Happy New Year filled with peace, happiness and prosperity; and that the joy which is shared during the Christmas season remain in our hearts throughout the year. The foregoing Resolution having been read, Motion by Council Member Borchardt and seconded by Council Member Ziemann for the passage and adoption of said Resolution, and after consideration, thereof, the roll was called on the passage and adoption of said Resolution and the following Council Members voted Aye: Ziemann, Borchardt, Parker, Meese, Noren, and Wagner. The following voted Nay: None. A majority of all members elected to the Council having voted in favor the passage and adoption of said Resolution, the same was by the Mayor declared as passed and adopted this the 12<sup>th</sup> day of December, 2023.

### **City Administrator's Report**

City Administrator discussed that with fewer activities in the Community Center we will have drywall repaired and walls painted. City Administrator reviewed the annual building permit data that is created by City Staff every year. Two employees will start January 2, 2024, Cari Forbes as Treasurer and Kendyll Aubin as Office Assistant. City staff has a window decorating contest going on currently if anyone would like to vote. The Arts Council will be having their first Holiday Lights Parade on December 16<sup>th</sup> at 5:30PM. Motion by Council Member Ziemann and a second by Meese to approve the City Administrator's Report. The following Council Members voted "YEA": Ziemann, Borchardt, Parker, Meese, Noren, and Wagner. The following Council Members voted "NAY": None. Motion passed 6-0.

### **Governing Body Comments and Correspondence**

Mayor Goering discussed that the City Office is closed for Christmas on Monday, December 25, 2023; and New Year's, Monday, January 1, 2024. The Nebraska Digital Opportunities Plan is attached for review along with 2024 Norris Public Power customer electric rates increase information.

### **Adjournment**

Motion by Council Member Parker and a second by Ziemann to adjourn the meeting at 8:52PM. The following Council Members voted "YEA": Ziemann, Borchardt, Parker, Meese, Noren, and Wagner. The following Council Members voted "NAY": None. Motion passed 6-0.

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Phil Goering, Mayor

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Jaala Johnson, CMC, City Clerk

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**City Council Meeting January 09, 2024**  
**Accounts Payable as of January 03, 2024**

Vendor	Memo	Open Balance	Check No.
All Copy Products	INV # AR4171769- Monthly Printing Services	\$306.95	
All Roads Barricades, Inc.	Pedestrian Crossing & Yield Signs Fire Dept. & East Side of Hickman Rd.	\$314.14	
Bizco Technologies	November 2023 Proofpoint Monitoring Service	\$36.00	
Capital City	Inv # 295985- Refuse and Recycling Monthly Service	\$120.00	
Crawford Plumbing Co.	Inv# 12701- Repair Floor Drain Office Bathroom at Community Center	\$164.45	
Cummins Central Power	Inv # J3-15541- WWTP Generator Main Breaker Internally Broken	\$6,821.25	
Dale's Consulting & Inspection Services	Building Inspections (30) Dec. & Consulting	\$2,250.00	
David E Hochstetler Jr	HVAC Inspection (2) Dec.	\$200.00	
DHHS Drinking Water Division	Luke Water License Grade 3 Renewal	\$115.00	
Electronic Contracting Company	Inv# 52211- Community Center Fire Alarm System Monitoring 1/1/2024-3/31/2024	\$81.00	
Executive Answering Service	Inv# 222600038- Answering Service 11.14.2023-12/11/2023	\$52.00	
Gee, John	Utility Deposit Refund Gee	\$100.00	
Grainger	Inv# 9924686463 - Hose Fuel Tank @ Shop	\$93.46	
Hawkins, Inc.	Inv# 6646874 Chlorine Cylinder	\$10.00	
Hickman True Value	Inv# 2311060238- Spray Adhesive	\$9.99	
Hickman True Value	Inv# 2311060632 - Files & File Guide	\$21.98	
Hickman True Value	Inv# 2311060995 - Chainsaw Chain & Bar	\$105.98	
Hickman True Value	Inv# 2311060666 - Honey Wagon Nipple	\$2.79	
Hochstetler, David Sr.	HVAC Inspection (3) December	\$200.00	
Hoffschneider Law, PC., LLO	Inv # 3413 - December Legal Monthly Service Agreement	\$2,000.00	
Integrated Controls	Inv # 6620- Water Bug Repair Community Center	\$98.00	
Kreifels, Jeffrey	Plumbing Inspection (17) Dec.	\$900.00	
Kubick, Joe	Utility Deposit, Kubick	\$100.00	
Lancaster County Treasurer - Zito Media	Parcel#15-33-202-010-000 - Real Estate Taxes, To Be Reimb by Zito Media	\$417.06	
League Association of Risk Management	Inv# 120823 - Delete Exclusion for Animals 12.16.2023	\$50.00	
League of Nebraska Municipalities	2024 Utilities Annual Conference, City Admin, CC, PW Director, Mayor	\$2,132.00	
Max I Walker's Uniform Rental	Acct# 417 - Community Center Rugs, Mops, Brooms, Towels	\$122.77	
Menard's	Inv# 23774- Tools, Bolts, Gloves, Ice Melt, Lights	\$365.87	
Menard's	Inv# 24095 - Shelf Sports Equipment Community Center	\$341.66	
Nebr. City-County Mgmt Association	2023 & 2024 Membership Dues City Admin	\$200.00	
Nebraska Public Health Environmental Lab	Inv # 572639- Water Sampling , Treatment Plant	\$211.00	
Nebraska Statewide Arboretum - UNL	Inv# 854444 - Annual Dues	\$130.00	
Norland Pure	Account xxxx005195 Monthly Water City Office	\$79.92	
Norris Public Power	Acct # 830190000 - Annual Service, Entrance Sign	\$460.25	
Olsson	Inv# 482634- Project # 022-02777 WTP Improvement	\$5,348.88	
Olsson	Inv# 481839- Project # 023-05868 Booster Pump Station	\$4,919.60	
Olsson	Inv# 481242- Project # 021-01497 WRRF Headworks & Final Clarifier	\$19,814.74	
Olsson	Inv# 482420- Project # 017-32130 Roundabout Intersection Improvement	\$1,461.59	
Olsson	Inv# 482632- 2023 General Engineer Service Phase 102	\$1,311.89	
Olsson	Inv# 480843- Project # B20-31290 T. View 5th Addition Construction Services	\$928.05	
Paper Tiger Shredding	Inv #192127- Monthly Service	\$35.00	
Paulson, Ray	Electrical Inspections (15) Dec.	\$1,000.00	
Power Manager-NMPP Energy	Inv# 304958 Training & Safety Northeast College (PW Director)	\$116.00	
Quick Trophy	Arts Council Light Parade Trophy	\$29.70	
Sanders, Charlene	Utility Refund Rebate NPPD	\$800.00	
SNB Construction	New Construction Deposit Return, Bldg. Permit # 2022-49	\$500.00	
SparqData Solutions	Inv # 3266- eMeeting Subscription - 4/1/2024-03/31/2025	\$4,100.00	
Spickelmier & Son Inc.	Terrace ViewBackhoe December 6 Hours	\$1,625.00	
TCA Outdoor Power	Inv# 20134 - 2 Cycle Bar & Chain Oil, Synthetic Mix, String, Line Spool	\$181.65	
Vasa Painting	Drywall & Paint Repair Community Center (Entryway & Hallways)	\$11,097.50	
Voice News	December Publications/ Advertisements	\$596.90	
<b>TOTAL</b>		<b>\$72,480.02</b>	

**City Council Meeting January 09, 2024  
Accounts Payable as of January 03, 202**

<b>Vendor</b>	<b>Memo</b>	<b>Payment</b>	<b>Check No</b>
Ameritas Life Ins., Corp.	Employee Pension Plans (\$3,638.45 pd with forfeitures)	\$3,638.45	ACH
Black Hills Energy	Utilities - 588 Chestnut & 5th St. Street Shop, Community Center	\$539.34	ACH
Blue Cross/Blue Shield of NE	January 2024 Employee Premiums	\$7,272.17	ACH
Constellation	Acct# xxxx1903 5th Street Shop	\$216.45	ACH
ICMA Mission Square	Employee Retirement Contribution	\$1,027.40	ACH
IRS	Payroll Taxes	\$15,046.92	EFTPS
Nebraska Department of Revenue	Sales Tax November 2023	\$12,980.92	ACH
Nebraska Department of Revenue	Payroll Taxes November 2023	\$2,603.21	ACH
Payroll Distribution (Net Pay)	City Staff 12.15.2023, 12.29.2023 & CC 1.2.2024	\$46,993.79	ACH
State of NE & Erin M McCartney	Employee Liabilities	\$1,443.70	ACH
UNUM	January 2024 Employee Premiums	\$218.28	ACH
Verizon Wireless	City Mobile Phones & New Phone Purchase	\$281.76	ACH
Wells Fargo - VISAXxx3079	Supplies, Subscriptions, Fuel	\$1,234.34	ACH
Wells Fargo - VISAXxx8456	Subscriptions, Prof. Development & Supplies	\$1,686.40	ACH
Windstream	Acct#xxxx9853 - Wastewater Treatment Plant Phone	\$73.78	ACH
Windstream	Acct# xxxx2029 - City Office Phone & Internet	\$879.50	ACH
Windstream	Acct# xxxx9419 - Water Treatment Plant Phone	\$103.51	ACH
<b>TOTAL</b>		<b>\$ 96,239.92</b>	
<b>TOTAL CLAIMS REPORT</b>		<b>\$ 168,719.94</b>	

**Reviewed and Approved on January 09, 2024**

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Mayor Phil Goering Council Member Ziemann

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Council President Wagner Council Member Noren

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Council Member Parker Council Member Borchardt

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Council Member Meese Jr.

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## CITY OF HICKMAN, NEBRASKA



## REDEVELOPMENT PLAN FOR REDEVELOPMENT AREA #2

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### I. Introduction

This Redevelopment Plan for Redevelopment Area #2 in the City of Hickman, Nebraska (“Redevelopment Plan”) is a guide for redevelopment activities undertaken to remove or eliminate blighted and substandard conditions within the redevelopment area established in the City of Hickman, Nebraska (the “City”).

The Redevelopment Plan has been established in conformity with the Nebraska Community Development Law, NEB. REV. STAT. §§ 18-2101 through 18-2155, as amended (the “Act”) and the Comprehensive Development Plan of the City to define the redevelopment activities on the Redevelopment Area identified herein. The Redevelopment Plan shall indicate its relationship to definite local objectives as to appropriate land uses, improved traffic, public transportation, public utilities, recreational and community facilities and other public improvements, and the proposed land uses and building requirements in the redevelopment project area, as required by the Act.

Pursuant to the Act, the City has created the Community Development Authority of the City of Hickman (“CDA”), which will administer the Redevelopment Plan for the City.

## **II. Statutory Requirements**

The Act defines a “redevelopment plan” as “a plan, as it exists from time to time for one or more community redevelopment areas, or for a redevelopment project, which (a) conforms to the general plan for the municipality as a whole and (b) is sufficiently complete to indicate such land acquisition, demolition and removal of structures, redevelopment, improvements, and rehabilitation as may be proposed to be carried out in the community redevelopment area, zoning and planning changes, if any, land uses, maximum densities, and building requirements.” NEB. REV. STAT. §18-2103(27).

The Act further sets forth the required contents of a redevelopment plan:

A redevelopment plan shall be sufficiently complete to indicate its relationship to definite local objectives as to appropriate land uses, improved traffic, public transportation, public utilities, recreational and community facilities and other public improvements, and the proposed land uses and building requirements in the redevelopment project area, and shall include without being limited to: (a) The boundaries of the redevelopment project area, with a map showing the existing uses and condition of the real property therein; (b) a land-use plan showing proposed uses of the area; (c) information showing the standards of population densities, land coverage, and building intensities in the area after redevelopment; (d) a statement of the proposed changes, if any, in zoning ordinances or maps, street layouts, street levels or grades, or building codes and ordinances; (e) a site plan of the area; and (f) a statement as to the kind and number of additional public facilities or utilities which will be required to support the new land uses in the area after redevelopment. Any redevelopment plan may include a proposal for the designation of an enhanced employment area.

Neb. Rev. Stat. §18-2111. The Act also states that a redevelopment plan may contain a provision authorizing Tax Increment Financing (“TIF”). Neb. Rev. Stat § 18-2147.

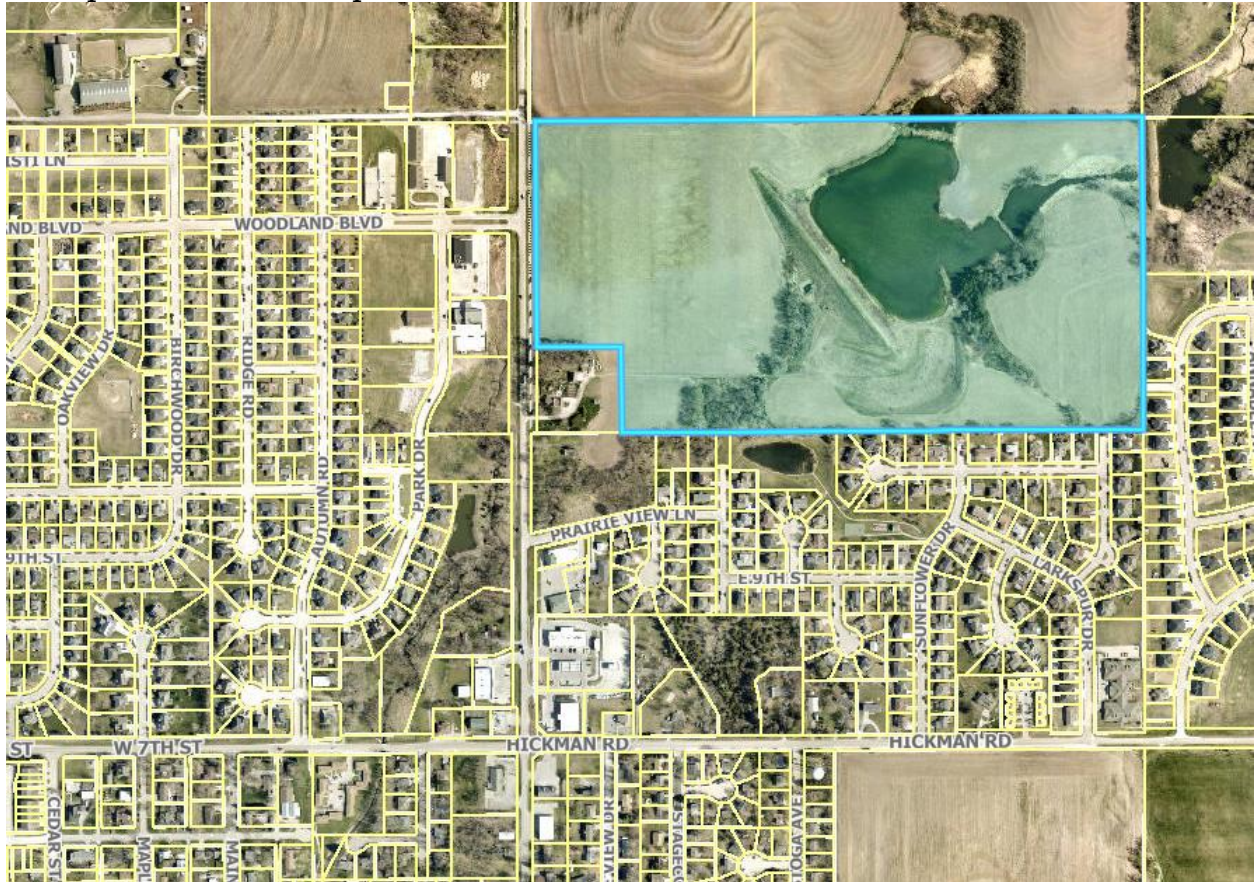
## **III. Redevelopment Area**

The real property included in the boundaries of the redevelopment area subject to this Redevelopment Plan includes the property identified as Parcel ID: 1527321002000 and legally described as follows:

Lot 2, Wizkidz Addition, City of Hickman, Nebraska

(the “Redevelopment Area”).

A map of the Redevelopment Area is set forth below:



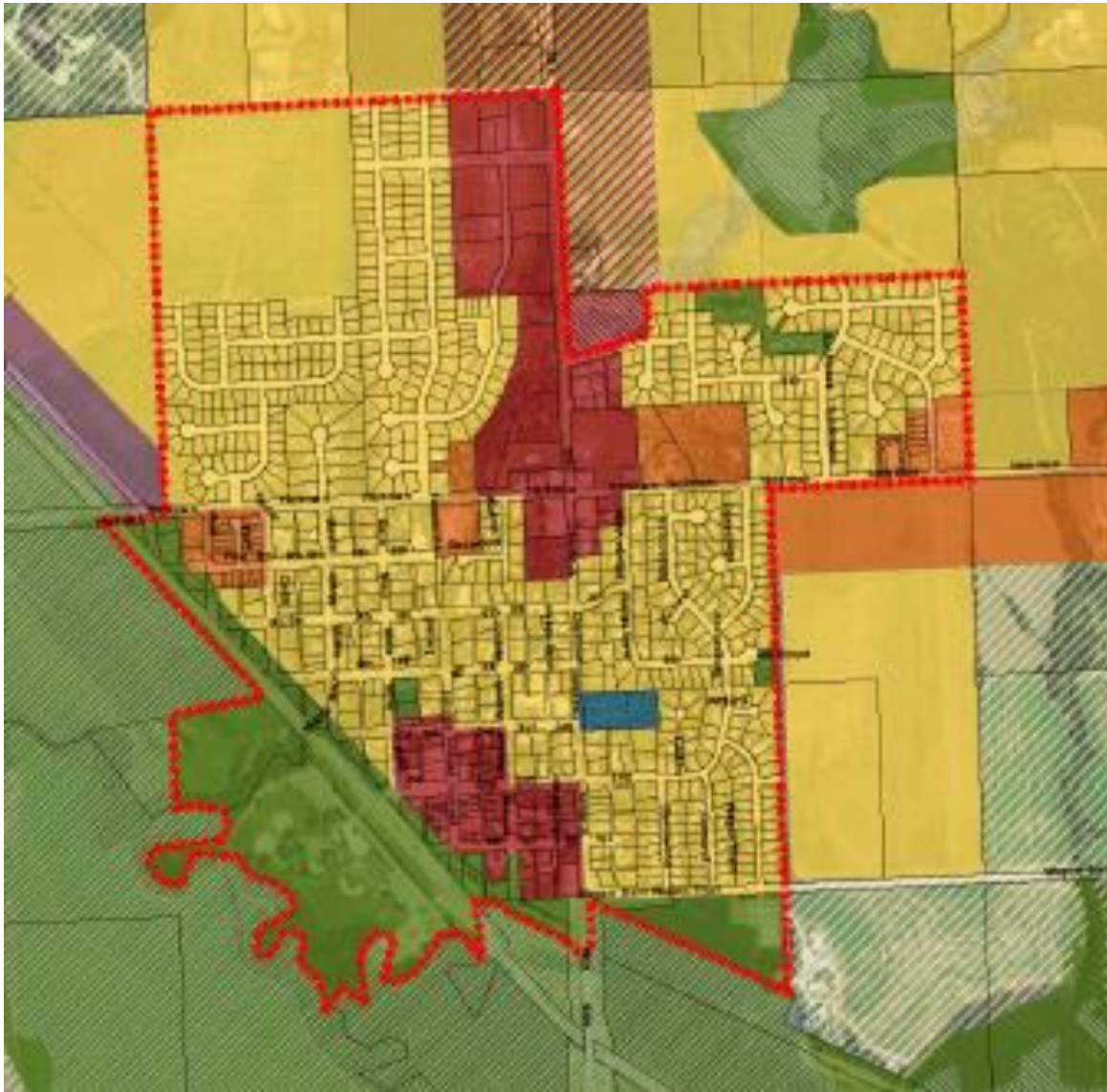
The Redevelopment Area was declared blighted and substandard by the City of Hickman on November 28, 2023, based upon, inter alia, a Blight and Substandard Determination Study created by Hanna:Keelan Associates, P.C., dated June, 2023.

The Project (as defined herein) has been proposed as a potential redevelopment project to decrease blight and substandard conditions and further the plan of redevelopment for the City.



#### **IV. Land Use Plan**

The Redevelopment Plan generally adopts and incorporates the Land Use Plan as set forth in the “Land Use and Development” chapter of the Hickman, Nebraska Comprehensive Plan adopted December 13, 2016, as Ordinance 2016-27 (“Comprehensive Plan”) as it relates to the Redevelopment Area. A map showing the existing uses of the real property in the Redevelopment Area, is set forth below. The existing land use of the Redevelopment Area is agricultural use.

The Future Land Use Map is set forth below. The future land use of the Redevelopment Area is identified for future use as mixed use and medium density residential:






**Legend**

-  Corporate Limits
-  Extraterritorial Jurisdiction

**Floodplain**

-  A
-  AE

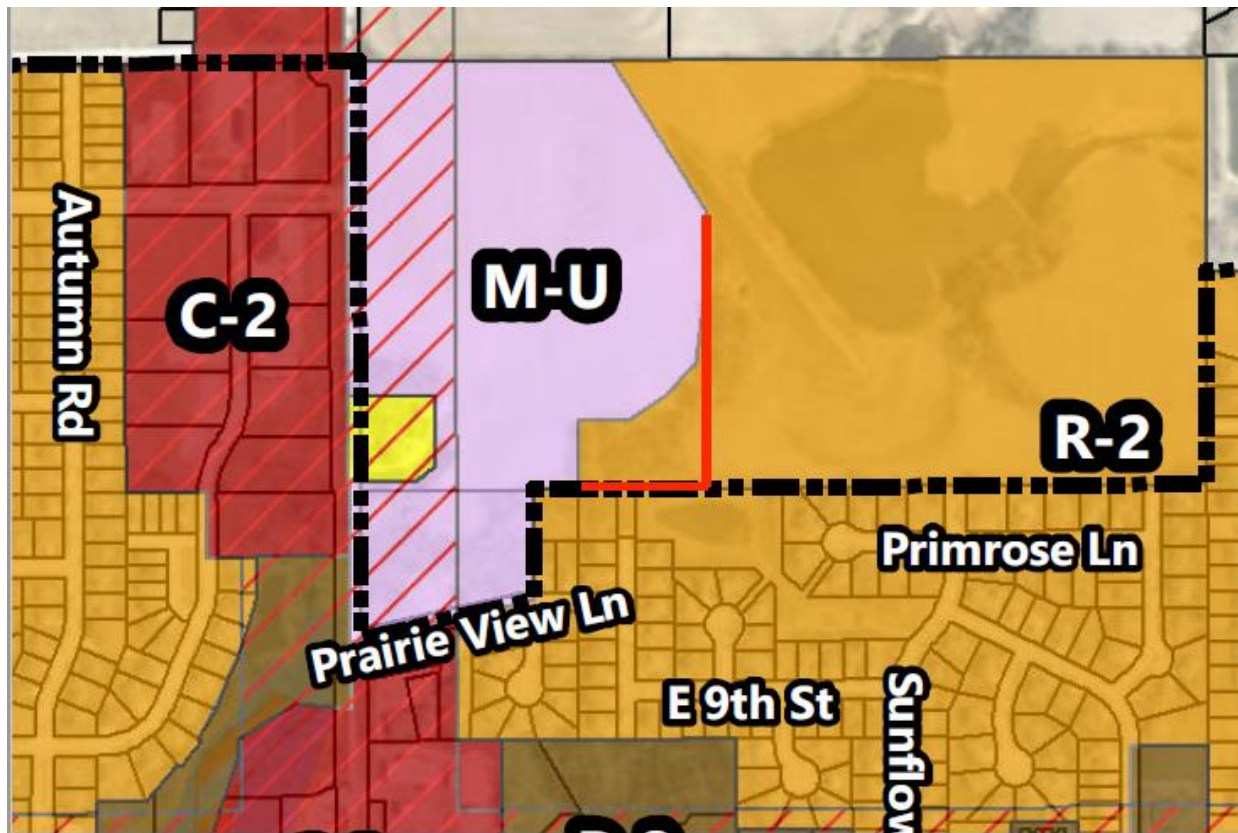
**Future Land Use**

-  Low Density Residential
-  Medium Density Residential
-  High Density Residential
-  Commercial
-  Mixed Use
-  Light Industrial
-  Parks and Recreation
-  Public/Quasi-Public

Close up view of the Redevelopment Area in the Future Land Use Map:



The Redevelopment Area is currently zoned partially M-U mixed use zoning district and partially R-2 Residential zoning district, with the portion of the M-U zoning district adjacent to 68<sup>th</sup> Street located in the CO Corridor Overlay District:



## V. Tax Increment Financing

The City contemplates the use of Tax Increment Financing (“TIF”) for redevelopment projects identified in this Redevelopment Plan, as amended from time to time. TIF is authorized under section 18-2147 of the Act, which states

that any ad valorem tax levied upon real property in a redevelopment project shall be divided, for a period not to exceed fifteen years after the effective date as identified in the project redevelopment contract or in the resolution of the authority authorizing the issuance of bonds pursuant to the Act, as follows:

- (a) That portion of the ad valorem tax which is produced by the levy at the rate fixed each year by or for each such public body upon the redevelopment project valuation shall be paid into the funds of each such public body in the same proportion as are all other taxes collected by or for the body (“Base Tax Amount”); and
- (b) That portion of the ad valorem tax on real property, as provided in the redevelopment contract or bond resolution, in the redevelopment project in excess of the Base Tax Amount, if any, (referred to as the “Incremental Tax Amount”) shall be allocated to and, when collected, paid into a special fund of the authority to be used solely to pay the principal of, the interest on, and any premiums due in connection with the bonds of, loans, notes, or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such authority for financing or refinancing, in whole or in part, the redevelopment project.

The redevelopment of the Redevelopment Area will utilize TIF. For any redevelopment of the Redevelopment Area not identified in this Redevelopment Plan, an amendment of this Redevelopment Plan shall be drafted to identify the additional TIF project or phase and shall provide sufficient information to support a determination that: (i) the redevelopment project as designed would not be economically feasible without the use of TIF; (ii) the redevelopment project as designed would not occur in the Redevelopment Area without the use of TIF; and (iii) the costs and benefits of the redevelopment project are in the long-term best interest of the City.

## **VI. Redevelopment Project**

The purpose of this section of the Redevelopment Plan is to identify and describe the specific redevelopment project that shall be undertaken with respect to the Redevelopment Area.

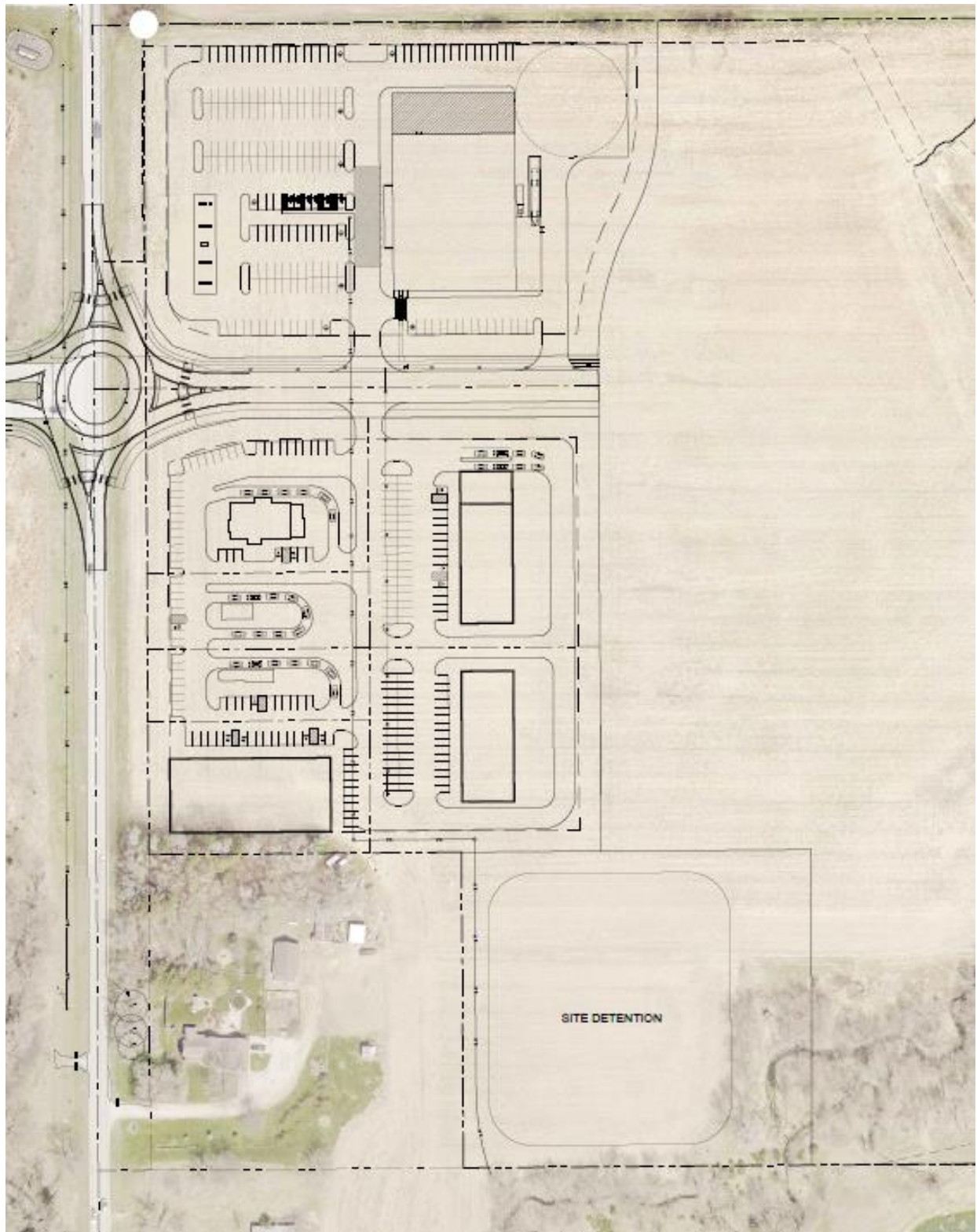
The Redevelopment Area shall be subdivided into separate buildable lots for development in multiple phases. The initial redevelopment project identified herein is the development of the western approximately 18 acres (“Project Site”) as a commercial development. The central approximately 39.5 acres of the Redevelopment Area is non-buildable and will be potentially used for public recreation space. The preliminary site plan for the Project Site is set forth below and depicted on the attached and incorporated Exhibit A.

The Project Site is underdeveloped and does not have the utilities and infrastructure necessary to develop the lots. In order to support private development, the Project Site is in need of site preparation and utility infrastructure improvements, among other necessary improvements. The CDA has considered whether redevelopment of the Project Site will conform to the general plan and the coordinated, adjusted, and harmonious development of the City and its environs. In this consideration, the CDA finds that such a redevelopment of the Site will promote the health, safety, morals, order, convenience, prosperity, and the general welfare of the community including, among other things, the promotion of safety from fire, the promotion of the healthful and convenient distribution of population, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary and unsafe dwelling accommodations or conditions of blight. Without public infrastructure improvements, the Redevelopment Area cannot be fully developed into the proposed subdivision, and the necessary public infrastructure improvements are cost-prohibitive based on the price for which each lot could be sold.

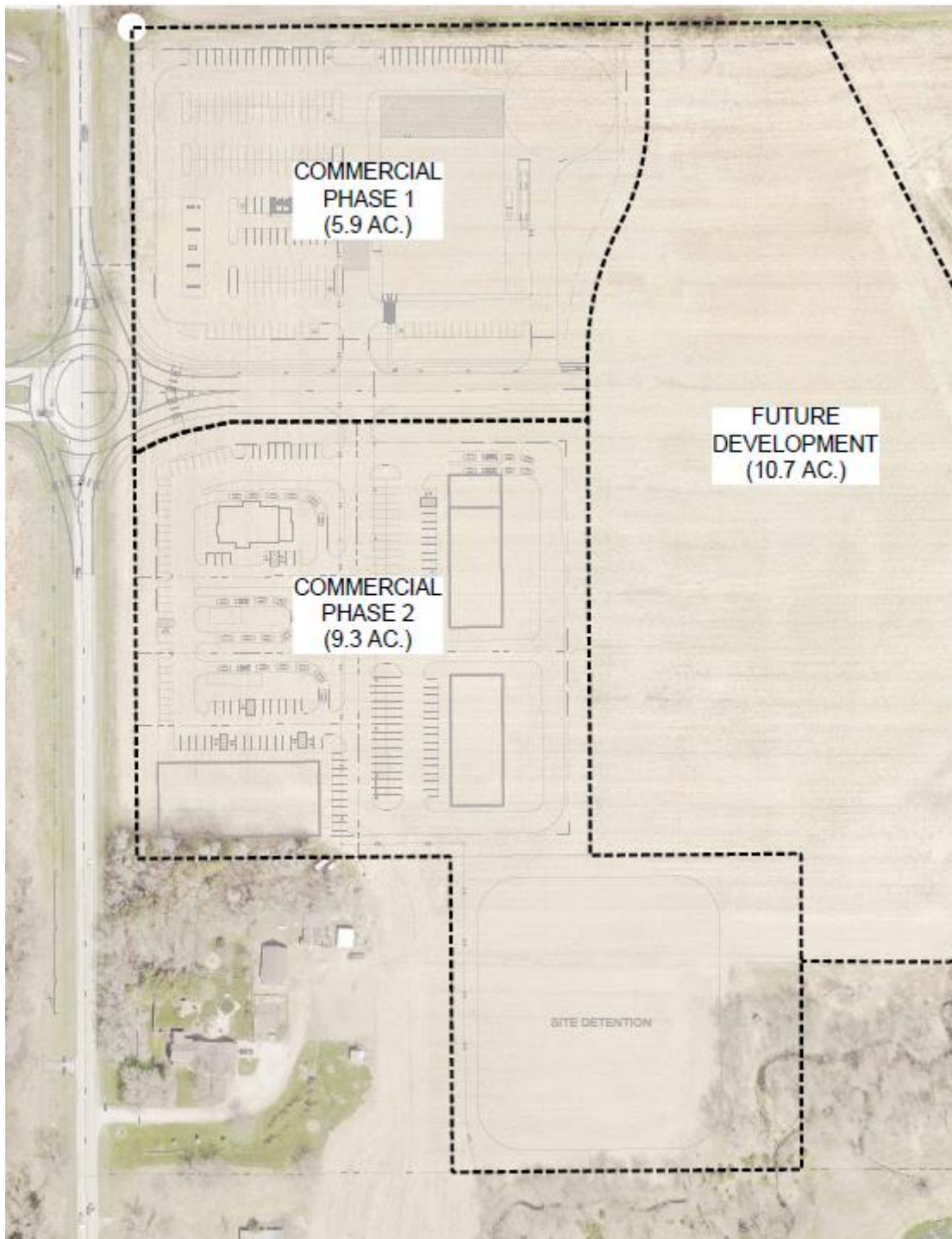
The Project Site is vacant land that was previously used for agricultural purposes. The Project Site does not currently have the necessary infrastructure and utilities to be developed for any use. The Project Site is currently located in the M-U Mixed Use zoning district. The proposed future land use for the Project Site identified in the Comprehensive Plan is designated for mixed use. The project identified herein aligns with the current zoning and future land use designations.

**A. Description of the Redevelopment Project (Phases One and Two)**

The Project Site will be redeveloped as a commercial development. The Use Project Site shall be subdivided and replatted and the redevelopment shall occur in phases. The preliminary conceptual plan for the Mixed-Use Project Site is set forth below:



The proposed phases for redevelopment are generally identified below:



The Project Site is currently anticipated to be developed into approximately 5 commercial lots, which shall include construction of the necessary public infrastructure to support the development (the “Project”). The breakdown of lots and specific uses is subject to change, based on economic and market conditions

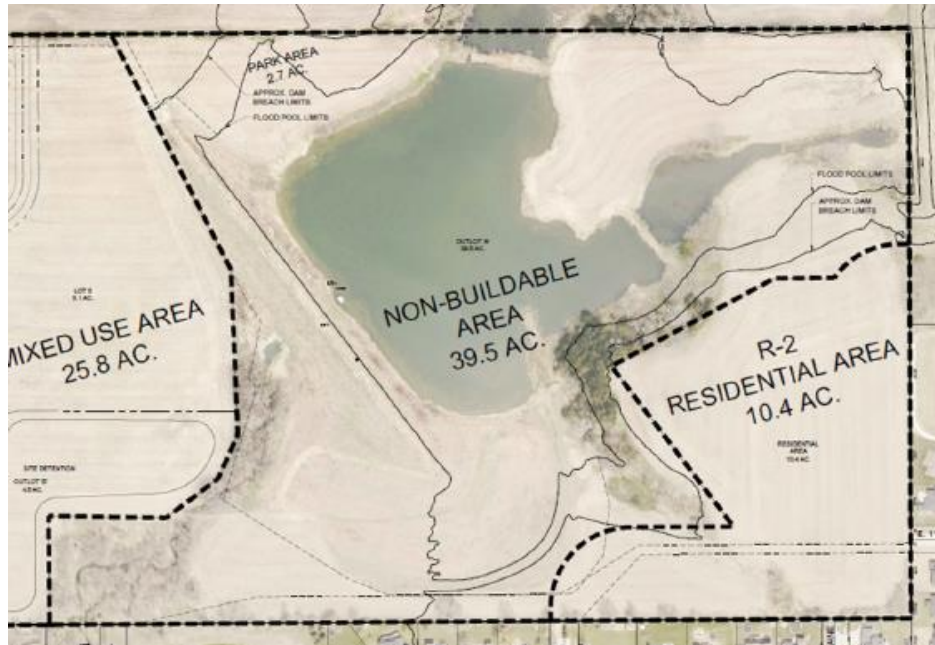
and any identified changing needs of the community, but the phases are generally identified as follows:

- Phase One: construction of a grocery store on the northwest corner lot of the Mixed-Use Project Site identified as Commercial Phase 1 on the map above.
- Phase Two: construction of the commercial retail center on the portion of the Mixed-Use Project Site identified as Commercial Phase 2 on the map above.

Any permitted structure in the applicable zoning district may be allowed by the CDA as part of the development of the Project Site. When the public infrastructure is installed and the lots in the Project Site are in a buildable condition, the Redeveloper may sell the lots other than the grocery store (Phase One) to third parties for construction of the private improvements.

### **B. Recreational Property**

The central approximately 39.5 acres is non-buildable property that includes a reservoir and significant floodplain and NRD restrictions (“Recreational Property”). This portion of the Redevelopment Area provides a potential benefit to the community and the area because of the natural features and potential recreational opportunities with the lake, possible trail connections, and large green available open space. However, the same features and conditions that make the Recreational Property a potential benefit for the community make the property a hindrance to redevelopment of the Redevelopment Area. The Recreational Property is indicated as the Non-Buildable Area on the Site Plan and depicted below:



Redeveloper desires to convey this portion of the Redevelopment Area to the City for use as a public park/recreation area, or other public property, subject to the approval of the City. If the City does not approve the conveyance, the Recreational Property shall be retained as an unbuildable outlot and there will be no public access allowed.

### **C. Implementation of the Project.**

The Redeveloper will utilize tax increment financing for site acquisition and construction of the public improvements for the Project. Such public improvements may include, but are not limited to: site preparation, grading, street improvements, water and sewer improvements, and other improvements deemed feasible and necessary in support of the public health, safety, and welfare which qualify as eligible expenditures for public improvements under the Act. The list of preliminary proposed public improvements and cost estimates necessary to support the private improvements for the Project are attached and incorporated as Exhibit "B". The CDA acknowledges that all amounts provided above are estimates, and the actual cost will be determined upon receipt of construction bids. The specific eligible uses for each phase of the Project shall be set forth in the Redevelopment Agreement for each phase of the Project. However, the public improvements and eligible uses for the entire Project shall be considered as a single Project, because the redevelopment of the Project Site requires significant upfront improvements that are necessary for all phases, and the anticipated use of tax increment financing from each phase of the Project is necessary for Redeveloper to proceed with Phase One of the Project.

The Project will be implemented in two phases, and each phase may have multiple subphases, as set forth in the applicable redevelopment agreement. Completing the Project in phases will allow the Redeveloper to maximize the TIF available for the public improvements. The implementation of each phase of the Project will depend on market conditions and the construction schedule for each lot. As a result, the number of commercial buildings constructed as part of each phase and the timing of completion of each phase is subject to adjustment. Each phase or subphase may have a separate effective date for the division of taxes. The CDA may enter into separate redevelopment agreements for each phase or any combination thereof, and said redevelopment agreements shall include the details of the phasing requirements, as well as all other customary and necessary terms to implement a redevelopment project.

Construction of the public improvements for the Project is anticipated to commence in 2024 or 2025. The following construction timeline is preliminary and subject to change, but the current anticipated schedule for the project is as follows:

- Phase One: construction commences in 2025, construction completed in 2026.
- Phase Two: construction commences in 2026, construction completed in 2027.

As part of the Project, the CDA shall capture the available tax increment generated by the construction of the private improvements on the Project Site to assist in payment for the public improvements. The use of TIF to assist with the costs of the public improvements will make the Project feasible. The private improvements cannot be constructed without the public improvements, and the public improvements require the use of TIF to assist with the costs. The Redeveloper and/or the City does not have the funds to construct the necessary public improvements without the use of tax increment financing. The redevelopment of the Project Site pursuant to the Project identified in this Redevelopment Plan will eliminate the current blight and substandard conditions of the Project Site and will further the purposes of the Act in conformity with the Redevelopment Plan. As described above, the project envisions the capture of the incremental taxes created by the Project on the Site to assist with payment for those eligible expenditures as set forth in the Act.

### **Tax Increment Financing**

As part of the Project, the CDA shall capture available tax increment from the Project Site to assist in payment for the public improvements listed as eligible expenditures under the Act in the Redevelopment Area. Section 18-2147 of the Act authorizes the use of TIF, and the general division of taxes as set forth in Section 18-2147 is described in Section V, above.

With respect to the Project, the actual base tax year and Base Tax Amount for each phase of the Project Site will be set forth in the redevelopment agreement. It is anticipated that the CDA will issue two or more TIF notes for the entire Project. Notwithstanding any provision herein to the contrary, all incremental tax revenues resulting from the Project shall only be divided and allocated for no more than the applicable 15-year increment period provided by the Act. As stated above, each lot in the Project may be treated as a different phase of the Project and may have a separate effective date and 15-year increment period.

The CDA's intent is to authorize TIF in the amount up to \$2,111,200 (the "Project TIF Amount") for the Project to assist in the repayment of the cost of the public improvements. The preliminary TIF Sources and Uses supporting this TIF amount are set forth in more detail on the attached and incorporated Exhibit "B". The amount of TIF for each project and related terms and conditions shall be set forth in the redevelopment agreements for the Project.

Pursuant to Neb. Rev. Stat. § 18-2115, the CDA has the authority to make minor modifications to the Redevelopment Plan, but additional public hearings are required for a substantial modification of the Redevelopment Plan. A modification is only a substantial modification if it: (a) materially alter or reduce existing areas or structures otherwise available for public use or access; (b) substantially alter the use of the community redevelopment area as contemplated in the redevelopment plan; or (c) increase the amount of ad valorem taxes pledged for the Project by more than 5.0%. Accordingly, any authorization of a TIF amount greater than the Project TIF Amount shall require an amendment to this Redevelopment Plan. However, only a proposed increase in the TIF amount to an amount that is more than 5% greater than the Project TIF Amount shall constitute a substantial modification of the Redevelopment Plan and require additional public hearings. Any proposed changes to the timing and phasing of the Project, or any specific details of the project that are not contrary to the intent of this Redevelopment Plan shall not constitute a substantial modification.

### **Statutory Elements**

The use of TIF to assist with the costs of the eligible public improvements will make the Project as designed feasible. Each lot may be a separate phase of the Project and have its own effective date for the purposes of tax increment financing. This section addresses the consideration of the statutory elements under the Nebraska Community Development Law for a project utilizing TIF.

#### **A. Property Acquisition, Demolition and Disposal**

No disposition of public property or relocation of families or businesses is necessary to accomplish the Project. There is an opportunity for acquisition of the Recreational Property by the City as part of the Project, subject to City Council approval. The terms and conditions of the City's acquisition of the Recreational Property, if approved, shall be included in a redevelopment agreement for the Project or in a separate agreement between the City and the Redeveloper. If the City determines that it does not want to acquire the Recreational Property and/or the terms cannot be agreed upon, the Redeveloper shall retain the Recreational Property for private use.

B. Population Density

The proposed Project is a commercial development that would not include any residential development.

C. Land Coverage

The Project will meet the applicable land-coverage ratios and zoning requirements as required by the City of Hickman. The Project Site shall be replatted prior to the commencement of the Project and Redeveloper shall be required to meet all subdivision ordinance and other City requirements. Redeveloper or its successors and assigns shall be required to obtain building permits in compliance with local zoning regulations prior to the construction of any private improvements. Approval of this Redevelopment Plan shall not be construed as approval of any otherwise needed permit or governmental approval.

D. Traffic Flow, Street Layouts, and Street Grades

The Project Site does not currently have any streets, but the Project will include the construction of all necessary streets and street improvements required to support the Project, including an access point to the Project Site off of S. 68<sup>th</sup> Street and all related street improvements. The exact details and requirements of the street improvements and other public improvements shall be determined as part of the City's normal subdivision and permitting process. These public improvements shall provide a material benefit to the Redevelopment Area that would not occur without this Project.

E. Parking

The Project will be required to meet or exceed the parking requirements set forth in the applicable zoning districts.

F. Zoning, Building Code, and Ordinances

The Project Site is located in the M-U Mixed Use zoning district. A portion of the Project Site is also located in the CO Corridor Overlay District, which

extends generally 300 to 600 feet from the right-of-way line on either side of 68th Street and Hickman Road. The proposed Project will consist of permitted uses in the applicable zoning districts. As stated above, the Project Site shall be subdivided to facilitate the Project. Approval of this Redevelopment Plan shall not be construed as approval of any otherwise needed permit or governmental approval.

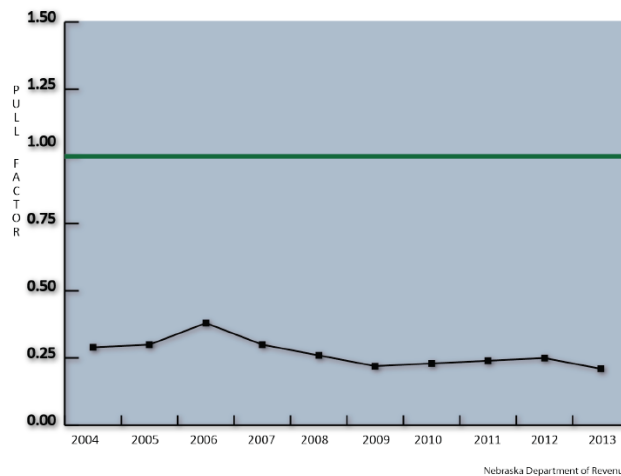
### Comprehensive Plan

The Project conforms to the Comprehensive Plan. This section is not a comprehensive analysis of the Project’s conformance with the Comprehensive Plan but is meant to highlight and summarize the key points on this topic.

The Comprehensive Plan supports the proposed commercial development:

- The City of Hickman’s “pull factor”, or measure of dollars spent inside the city compared to outside the city, demonstrates a leakage of local dollars to other communities.

Figure 17: Hickman Pull Factor



- Additional local retail opportunities should be pursued. This provides an opportunity for an additional tax revenue stream as well as provide quality of life and convenience amenities locally for Hickman residents.

The Economic Development and Parks and Recreation Focus Group section of the Comprehensive Plan both also note the lack of stores and restaurants as a community weakness.

The Economic Development Goal in the Comprehensive Plan states:

- The city should develop activities that support the needs of present and future residents by making the local economy stable and diverse.

The Housing Focus Group section of the Comprehensive Plan notes that perceived barriers to housing development include, among other things: lack of

retail opportunities, including a larger grocery store; no viable location for multi-family housing; lack of local commercial development, and retail centers.

The Comprehensive Plan also supports “utilizing tax increment financing (TIF) to incentivize and stimulate under-served housing development, prioritizing affordability and special needs housing.”

The Comprehensive Plan supports the development and the public recreational use of the Recreational Property:

- Hickman has approximately 40 acres of dedicated parks space within its corporate limits. Standards determine that 2.5 acres of park land be dedicated for every 100 persons in a community’s population. Hickman’s estimated 2014 population of 1,850 would require approximately 46 acres in dedicated park space.

The Recreation Goal in the Comprehensive Plan states:

- The city should ensure prominent park and recreation opportunities for local residents and visitors. These facilities should combine the expansion and improvement of existing facilities and the establishment of newer facilities.

The recreation goal objectives and action steps include encouraging private developers to actively contribute to the city’s park, recreation and open space system and city acquisition of additional park property.

While this section of the Redevelopment Plan only presents selections from the Comprehensive Plan, it is clear that the Project meets and furthers goals set forth in the Comprehensive Plan and is thus in conformance with the Comprehensive Plan.

### **Cost Benefit Analysis**

Pursuant to section 18-2113 of the Act, the CDA must conduct a cost-benefit analysis for any redevelopment project that will utilize TIF. The Cost-Benefit Analysis for the Project is attached hereto as Exhibit “C” and incorporated by this reference.

### **Additional Project Information from the Redeveloper**

Redeveloper has represented that: (i) without the use of TIF, this Project would not be feasible and the Redeveloper could not develop this Project on the Project Site; (ii) no families will be displaced or relocated from the Project Site based upon this Project, and (iii) Redeveloper does not intend to file an application with the Department of Revenue to receive tax incentives under the ImagiNE Act.

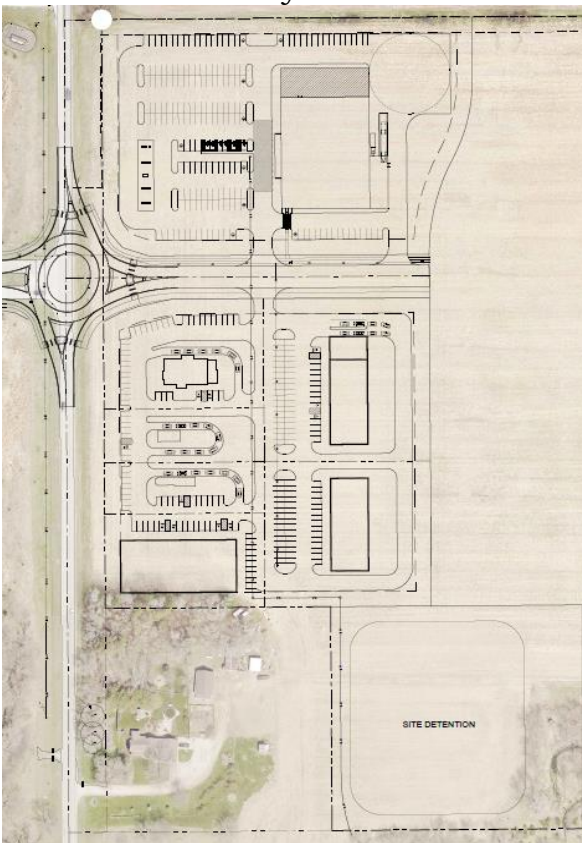
## **Exhibit A Project Site**

The Project Site shall be defined as a portion of:

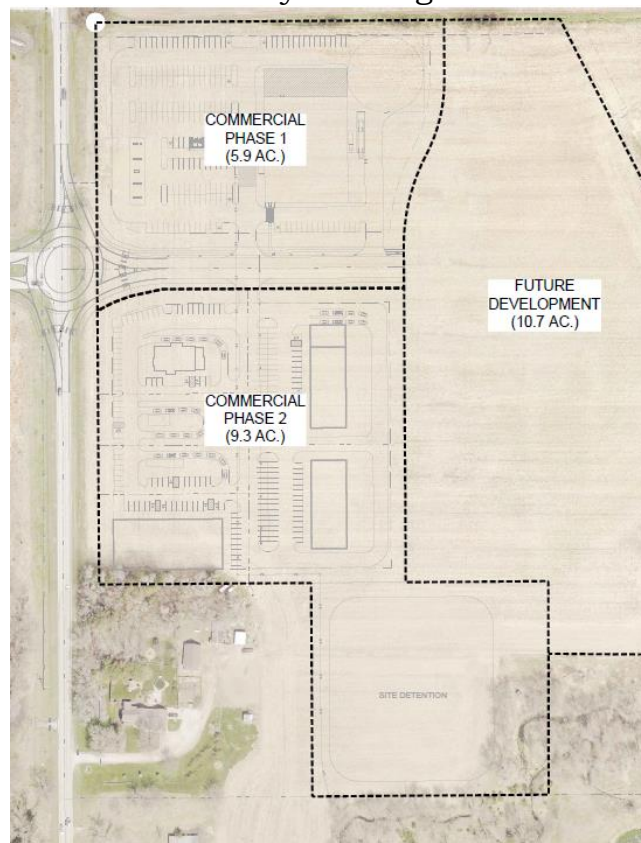
Lot 2, Wizkidz Addition, City of Hickman, Nebraska.

Said Project Site will be subdivided and replatted in connection with development of the Project, so the legal description will change. A preliminary site plan, possible layout, and preliminary phasing plan for the Project Site are set forth below:

Preliminary Site Plan:



Preliminary Phasing Plan:



**Exhibit "B"**  
**Projected TIF Sources and Uses**

General Assumptions:

levy	2.269348
Interest Rate	6%
Base Land Value - Commercial	\$100,000/acre

**TIF Projections (Phases One and Two)**

	Phase One 35,000 sf grocery store		Phase Two 21,952 sf commercial uses	
	Assessed Val	Est. Taxes	Assessed Val	Est. Taxes
Base Value	\$490,000	\$11,120	\$550,000	\$12,481
Final Value	\$5,474,503	\$124,236	\$5,058,493	\$114,795
Increment	\$4,984,503	\$113,116	\$4,508,493	\$102,313
annual tax increment		\$113,116		\$102,313
total tax increment		\$1,696,736		\$1,534,701
Present Value		\$1,108,559		\$1,002,694
Rounded		\$1,108,500		\$1,002,700

**Total TIF Authorized- Project** **\$2,111,200**

**PROJECTED TIF USES:**

A. MIXED USE PROJECT TIF USES	
	TIF Cost
1. Site Acquisition	\$ 2,250,000
2. Preliminary Studies	\$ 10,500
3. Site Preparation	\$ 676,000
4. 68th Street Improvements (50%)	\$ 525,000
5. Streets and Utilities	\$ 578,000
6. Professional Fees	\$ 500,000
7. Other uses and site enhancements	TBD
<b>TOTAL</b>	<b>\$ 4,539,500</b>
<b>TIF Amount not to exceed:</b>	<b>\$ 2,111,200</b>

All TIF uses are preliminary estimates based on current costs. The actual TIF uses shall be determined after bidding out the project and will be confirmed and certified to the CDA upon construction completion. In no case whatsoever shall the TIF dollars utilized for the Project exceed the total eligible TIF Uses certified to the CDA.

**Exhibit C**  
**Cost Benefit Analysis**  
**(Pursuant to Neb. Rev. Stat. § 18-2113)**

The cost-benefit analysis for the Project, as described in the Redevelopment Plan to which this cost-benefit analysis is attached, is presented below. The Project will utilize Tax Increment Financing funds authorized by Neb. Rev. Stat. §18-2147.

**1. Tax shifts resulting from the approval of the use of funds pursuant to Section 18-2147:**

There are no negative tax shifts resulting from this Project. The taxes generated by the current value of the property shall continue to be allocated between taxing jurisdictions pursuant to standard statutory requirements. Additionally, the base value of the Project Site and Redevelopment Area, which will continue to be allocated between taxing jurisdictions, is anticipated to increase from the current valuation based on the subdivision and replatting of the Project Site. This will result in additional ad valorem taxes collected by each taxing jurisdiction during the 15-year TIF period.

Initial Tax Shift for Redevelopment Area (increase in base value):

a.	Current Redevelopment Area Valuation:	\$263,700
b.	Anticipated Valuation after subdivision:	\$6,250,000
c.	Increase in Redevelopment Area Valuation:	\$5,987,000
d.	Projected Tax Increase for base value during TIF period:	\$135,866

Only the incremental taxes created by the Project after the increase in base valuation will be captured to pay eligible public expenditures. It is anticipated that the Project will create approximately \$10,500,000 of new valuation. Because the Project Site does not have the necessary infrastructure for any development, there will not be any increase in valuation on the Project Site without the Project. Since the incremental taxes would not exist without the use of TIF to support the Project, the true tax shift of this Project is a positive shift in taxes after 15 years of each phase. For the purposes of illustrating the incremental taxes used for TIF, all of the phases are first assumed to occur simultaneously, yielding the following 15-year tax shift:

Phase One Tax Shift:

a.	Redevelopment Project Valuation:	\$490,000
b.	Projected Completed Assessed Valuation:	\$5,474,503
c.	Projected Tax Increment:	\$4,984,503
d.	Estimated Tax Levy:	2.269348
e.	Annual Projected Tax Shift:	\$113,116

Phase Two Tax Shift:

a.	Redevelopment Project Valuation:	\$550,000
b.	Projected Completed Assessed Valuation:	\$5,058,493
c.	Projected Tax Increment Base:	\$4,508,493
d.	Estimated Tax Levy:	2.269348
e.	Annual Projected Tax Shift:	\$102,313

Because of the phased nature of the Project, the annual tax shift of the Project as set forth above will be expanded over a number of effective dates for the division of taxes. Based on the projected tax shifts above, without accounting for the phasing of the Project, the Project will create an immediate annual increase in real estate taxes to the taxing jurisdictions of approximately \$135,866 over the entire Redevelopment Area. Additionally, after the applicable 15-year TIF periods for each phase, the project will create an additional annual tax increase of approximately \$215,429.

*Notes: The Projected Tax Increment is based on assumed values and levy rates; actual amounts and rates will vary from those assumptions, and it is understood that the actual tax shift may vary materially from the projected amount. The levy rate is assumed to be the 2022 levy rate. There has been no accounting for incremental growth or change in the tax levy over the 15-year TIF period. The Redevelopment Project Valuation per lot is an estimated value because the Project Site will be subdivided into separate buildable lots and those lot values have not been established at this time.*

**2. Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the redevelopment project:**

a. Public infrastructure improvements and impacts:

No substantial adverse effects are anticipated on the public infrastructure and community public service needs. Infrastructure improvements are included in the TIF uses for this Project, and said improvements shall positively impact the City. The Project will include improvements to 68<sup>th</sup> Street (with 50% of the costs paid by Developer utilizing TIF), construction of new local streets in the Redevelopment Area, and extension of public utility infrastructure in the Redevelopment Area. These infrastructure improvements will not occur without the use of TIF. The public improvements will benefit not only the Project Site, but should also benefit potential development on adjacent property in the City as well. All the public improvement costs are TIF-eligible uses under the Community Development Law. TIF will be utilized to assist with the payment of a portion of these TIF-eligible costs but, except as provided in the redevelopment agreement or other agreements, Redeveloper shall be responsible for any portion

of the costs of the public improvements not covered by TIF. Therefore, the use of TIF is leveraging additional public infrastructure in the City.

The Project is not anticipated to have a material adverse effect on any community public services. Electric, water and sewer capacities are generally sufficient to support the Project when the public improvements of the Project are considered.

b. Local Tax impacts (in addition to impacts of Tax Shifts described above):

The Project will create material tax and other public revenue for the City and other local taxing jurisdictions. While the use of tax increment financing will defer receipt of a majority of new ad valorem real property taxes generated by the Project, the Project should generate immediate tax growth for the City. The subdivision and platting of the Project Site into buildable lots will increase the base value of the Project Site and Redevelopment Area prior to the division of taxes. This increase would not occur without the implementation of the Project. The commercial businesses will generate sales tax for the City. The private improvements constructed on the Project Site will also require and pay for City services. It is not anticipated that the Project will have any material adverse impact on such City services, and the City will generate revenue providing support for those services.

**3. Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project:**

It is not anticipated that the Project will have a material adverse impact on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project. The Project will create commercial and retail opportunities, including a grocery store, in the City. These are viewed as positive impacts for employers. As stated in the Comprehensive Plan, there is a need for additional commercial amenities in the City. Commercial options such as a local grocery store, will benefit the community and create a better environment for recruiting new employees to the City. The Project may also create additional businesses in the City. While the exact commercial uses are unknown at this time, the benefit of this project is creating buildable lots that could support new businesses. Without the use of TIF, the Project Site will remain vacant because there will be no infrastructure to support any development.

**4. Impacts on other employers and employees within the City and the immediate area that is located outside of the boundaries of the area of the redevelopment project:**

The Project should have a material positive impact on private sector businesses in and around the area outside the boundaries of the redevelopment project. The Project is not anticipated to impose a burden or have a negative impact on other local area employers. The Project will create additional lots that are viable for new businesses or expansion of existing businesses. Having local options for groceries and other retail will reduce the necessity of residents traveling to Lincoln for their general shopping needs, and this should result in keeping more business in the community. Without the Project, it is unlikely that there will be any new growth in this area.

**5. Impacts on the student populations of school districts within the City:**

It is not anticipated that the Project will have a material adverse impact on the student populations of the school district within the City. The Project is a commercial project that does not include any residential development, so it is not intended to increase the population of the City.

**6. Other impacts determined by the authority to be relevant to the consideration of costs and benefits arising from the redevelopment project:**

The Project will create additional infrastructure that will not only benefit the Project, but the future development in adjacent areas of the Redevelopment Area. Therefore, the Project also has a positive multiplying effect of being necessary to potentially create even more additional development in the City. The Project will allow the City the opportunity to acquire more public park property and increase the stock of public recreational area in the City.

**7. Summary of Findings:**

The Project will increase the City's tax base, without material adverse effect on either public or private entities. The Project will increase property tax revenue in the long-term. The Project will facilitate the development of a blighted and substandard area of the City. The benefits outweigh the costs of the proposed Project.

## Hickman Area Reading, Tech and Historical Centre Report for January 9, 2024

Reading Centre Activity for May thru December 2023

### Patrons and Inventory:

- Total Patrons in system = **469** New Patrons since last report = **54**
- Current Inventory = 6,125 items

Month	Adult Visits	Kids Visits	Items Checked Out
May	86	63	256
June	83	186	258
July	62	82	182
August	74	54	177
September	66	39	131
October	85	57	192
November	90	55	155
December	68	39	135
<b>Total</b>	<b>614</b>	<b>575</b>	<b>1,486</b>

### Volunteers:

- 5 Norris Student Volunteers helped with projects over the summer including Storytime in the Parks, Inventory and Book Sale setup.
- Current Volunteers = 17

### Activity:

- June & July
  - Storytime in the Parks – Oakview, Prairie View and Main Park on select Saturdays
  - Summer Bingo – complete a Bingo on preprinted sheets and turn in for a prize
  - Lincoln City Libraries Summer Reading Outreach Thursdays – low attendance this year, so they've asked us to ramp up marketing of this for next summer
  - Guitar Lessons hosted during off hours
  - Book Sale 7/29/2023 = \$542 We had reduced attendance due to the storm, almost 2 hours.
- October & November
  - Maker's Market Kids Activity Room 10/7/2023 – Theme was "Reading is my Superpower". Activities included superhero mask making, book walk (take home books), pumpkin painting/decorating
  - Trick or Treat on the Trail 10/26/2023– hosted a booth with Hickman Kiwanis. HRC was closed for the evening. Handed out toothpaste, toothbrushes, candy, Kiwanis information and bookmarks with HRC hours and information.
  - Beginner's Knitting Club – 7 people joined and continue to meet bi-weekly.
- December
  - Patron Christmas Party – 12 Adults and 17 Kids attended. Activities included games, ornament making, activities, snacks and refreshments.
  - HRC was closed Dec. 23-25 and Dec 31-Jan 1

*Next Book Sale is Saturday, February 3, 2024 8am-4pm*

Checking Account Balance: \$4,100.93

Cash on Hand: \$4.00

Erin Stueven, Volunteer Director

OPEN CODE VIOLATIONS REPORT

**NEW VIOLATIONS**

Updated January 8, 2024

Address	Reason	Date Contacted	Person Contacted	Follow Up Date	Result	Notes
Schooner Ct	Parking next to stop sign & blocking vision	11/27/2023	Deputy	12/29/2023	action complete	Deputy contacted vehicle owner and it was moved.
Hickory Street	Barking Dogs	11/30/23 & 12/6/2023	Property Owner, Tenant and Deputy	12/29/2023	in process	Repeat online complaint. Property owner notified by letter, as well as the tenant, complaints continue to be received by neighboring property owner(s) regarding the dogs barking for more than an hour at a time. Sheriff Deputy notified.
6th and Cedar Street	Barking Dogs	12/15/2023	Deputy	1/24/2024	in process	Online complaint received about dogs left out at night and barking. Deputy given a copy of the online complaint.
Address	Reason	Date Contacted	Person Contacted	Follow Up Date	Result	Notes
Hickory Street	Vehicle standing on city street greater than 24 hours	11/15/2023	Deputy	11/16/2023	action complete	2 online complaints regarding a vehicle parked in the city street and has not moved. Sheriff Deputy noted vehicle was moved off street.
1010 Titan Drive	unlawful use of water	11/17/2023	Property Owner	11/27/2023	action complete	1 telephone complaint the construction site workers were using the neighbors outside water spigot. Letter sent to property owner
Pioneer Ct	dead trees	8/28/2023	Property Owner	11/29/2023	action complete	Tree service removed the dead trees. No further action needed.
6880 Hickman Rd	dead trees, litter and debris	10/17/2023	Property Owner	1/24/2024	in process	Certified letter sent requesting cleanup of property. Extension granted. Tree removal company was contracted.
7000 Hickman Rd	dead trees, litter and debris	10/17/2023	Property Owner	1/24/2024	in process	Certified letter sent requesting cleanup of property. Tree removal by a volunteer group, who also helped with clean up.

# Public Work & Parks Department Report

## January 2024

### Public Works

- 811 Locate Tickets
- We had initial training on the new ARCGIS system we purchased

### Water & Wastewater

- Meters for new builds.
- Changed out meters
- Routine sampling
- Water treatment plant has replaced the old influent piping with Ductile pipe as per plan. Working out some cobwebs with the chlorine system, completed the installation and wiring for the reclaim process, pulled wires for the control panel connection.
- Drilled 2 test wells for future water needs.
- The wastewater plant generator had a new breaker installed.
- 

### Electric

- Installed streetlights for terrace view 5<sup>th</sup> addition.
- Repaired/replaced a few streetlights.

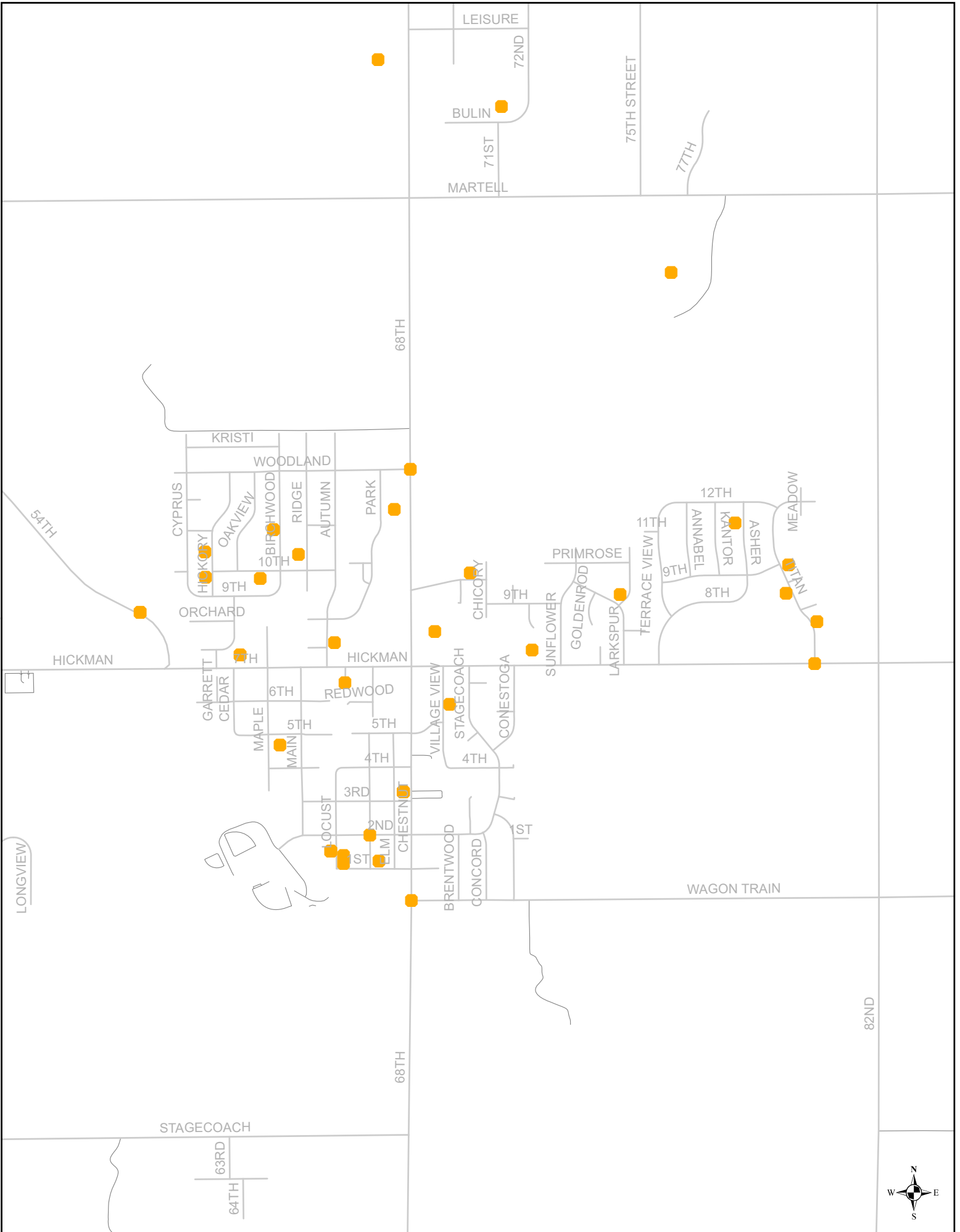
### Streets

- Have started installing new posts for stop signs to make them meet federal requirements
- Took down Christmas lights.
- Snow removal

### Parks

- Installed higher wattage lights on the trail from 68<sup>th</sup> to 2<sup>nd</sup> street
- Legion baseball has placed a cover over the infield for the winter.

# Lancaster County Sheriff's Office - Hickman - December 2023



Lancaster County Sheriff's Office - Hickman - December 2023

LOCATION	CASE	INC	INC_ABBR	DATE	TREC	DEPNAME
321 CHESTNUT ST	C3009064	13000	DISTURBANCE DOMESTIC	12/1/2023	1429	22214 DOWHOWER
18820 S 54TH ST	C3009147	56466	MENTAL INVEST	12/4/2023	1329	22217 CALDWELL
1025 HICKORY ST	C3009199	44111	ANIMAL DOG BARKING	12/6/2023	19	22216 ANSHASI
321 CHESTNUT ST	C3009228	9500	CHILD AB/NEG PHYS	12/7/2023	1145	22148 SCHILMOELLER
321 CHESTNUT ST	C3009233	24000	MISC OTHER	12/7/2023	1458	22214 DOWHOWER
107 LOCUST ST	C3009248	4222	ALARM COMMERCIAL	12/8/2023	628	22201 KINGSWOOD
E 2ND ST & WALNUT ST	C3009258	44000	ANIMAL OTHER	12/8/2023	1153	22187 LATHROP
1010 TITAN DR	C3009263	23900	THEFT OTHER	12/8/2023	1524	22214 DOWHOWER
18820 S 54TH ST	C3009268	56466	MENTAL INVEST	12/8/2023	1821	22214 DOWHOWER
1007 RIDGE RD	C3009273	12000	DISTURBANCE OTHER	12/8/2023	2147	22214 DOWHOWER
720 AUTUMN PKWY	C3009296	8000	WEAPONS OTHER	12/10/2023	821	22137 BRADY
107 LOCUST ST	C3009306	12000	DISTURBANCE OTHER	12/10/2023	2200	22208 SCHENDT
1011 BIRCHWOOD DR	C3009276	12000	DISTURBANCE OTHER	12/9/2023	2	22205 CASTANEDA
720 AUTUMN PKWY	C3009296	8000	WEAPONS OTHER	12/10/2023	821	22137 BRADY
107 LOCUST ST	C3009306	12000	DISTURBANCE OTHER	12/10/2023	2200	22208 SCHENDT
1011 BIRCHWOOD DR	C3009276	12000	DISTURBANCE OTHER	12/9/2023	2	22205 CASTANEDA
S 68TH ST & WAGON TRAIN RD W OF	C3009343	16000	FIRE	12/12/2023	823	22176 SARNES
1200 PARK DR	C3009351	4222	ALARM COMMERCIAL	12/12/2023	1255	22176 SARNES
1822 TITAN PL	C3009198	24000	MISC OTHER	12/5/2023	2342	22216 ANSHASI
100 FENCE ROCK CT	C3009388	56000	MEDICAL EMERG OTHER	12/14/2023	327	22215 SAWTELLE
18940 S 68TH ST	C3009410	24000	MISC OTHER	12/14/2023	1613	22214 DOWHOWER
HICKMAN RD & TITAN DR	C3009415	94300	TRAFFIC FLEEING	12/14/2023	1815	22214 DOWHOWER
102 LOCUST ST	C3009493	31100	OPS ALL OUTSIDE JURI	12/17/2023	2020	22105 OSTERHAUS
702 AUTUMN RD	C3009511	12000	DISTURBANCE OTHER	12/18/2023	1634	22105 OSTERHAUS
915 GOLDENROD LN	C3009530	40222	SPEC SVC CHECK WELF	12/19/2023	718	22217 CALDWELL
321 CHESTNUT ST	C3009536	40333	SPEC SVC OTHER	12/19/2023	1139	22137 BRADY
106 LOCUST ST	C3009553	56000	MEDICAL EMERG OTHER	12/19/2023	2001	22188 BONK
105 W 5TH ST	C3009564	12000	DISTURBANCE OTHER	12/20/2023	1022	22187 LATHROP
530 VILLAGE VIEW DR	C3009571	24000	MISC OTHER	12/20/2023	1403	22187 LATHROP
102 WALNUT ST	C3009658	40222	SPEC SVC CHECK WELF	12/23/2023	932	22187 LATHROP
17201 S 72ND ST	C3009659	56000	MEDICAL EMERG OTHER	12/23/2023	1209	22187 LATHROP
925 HICKORY ST	C3009766	16555	FIRE ALARM	12/27/2023	1643	22217 CALDWELL
S 68TH ST & WOODLAND BLVD	C3009802	94000	TRAFFIC OTHER	12/29/2023	732	22172 BUCHHEISTER
913 W 10TH ST	C3009805	29510	FRAUD INTERNET	12/29/2023	957	22172 BUCHHEISTER
17005 S 68TH ST	C3009808	44122	ANIMAL DOG AT LARGE	12/29/2023	1321	22148 SCHILMOELLER
740 PRAIRIE VIEW LN	C3009834	82000	TRAFFIC PARK OTHER	12/30/2023	1109	22150 MEYER
7601 MARTELL RD	C3009845	24000	MISC OTHER	12/30/2023	2147	22214 DOWHOWER
7200 HICKMAN RD	C3009851	56000	MEDICAL EMERG OTHER	12/31/2023	502	22215 SAWTELLE
1137 ASHER AVE	C3009858	40222	SPEC SVC CHECK WELF	12/31/2023	914	22172 BUCHHEISTER
939 TITAN DR	C3009862	40222	SPEC SVC CHECK WELF	12/31/2023	1614	22105 OSTERHAUS
321 CHESTNUT ST	C3009863	13000	DISTURBANCE DOMESTIC	12/31/2023	1921	22105 OSTERHAUS

# December 2023 Community Center Report

12 Inquiries

2 Tours

82 Participants Sign in for Open Gym Time

## In Meeting Room, A&B

- 7 Nonprofit Meetings
- 1 Christmas Program
- 1 Hickman Reading Centre Christmas Event

## In the Multipurpose Room

- 2 Birthday Parties
- 1 Norris Football End of Season Banquets
- 15 NYBA Basketball Practice Reservations
- 1 Holiday Dinner
- 1 Boy Scout Troop Lock-In
- 1 Norris PTO Craft Event
- 1 Wedding Reception

## Upcoming Events for Community in January and February 2024

- HACFF Women's Volleyball League Games
- NYBA Basketball Practices
- Norris Jr NBA Basketball Skills Camp
- Pickleball Open Play for Adults Only
- HACFF Toy Swap - January 20<sup>th</sup>
- Lighthouse Baptist Church Meet and Greet - January 21<sup>st</sup>
- Aimee's Premier Dance Father/Daughter Dance and Dueling Pianos Fundraiser Event – January 27<sup>th</sup>
- Cub Scout Pinewood Derby – January 28<sup>th</sup>
- Hickman Reading Centre Book Sale – February 3<sup>rd</sup>

**Damage to report:** No damage to report.

# MEETING MINUTES



## CONSTRUCTION PROGRESS MEETING

<b>NAME OF PROJECT:</b>	Hickman WTP – 2 <sup>nd</sup> Train
<b>PROJECT LOCATION:</b>	Hickman, Nebraska
<b>MEETING LOCATION:</b>	City Offices; 115 Locust, Hickman, NE 68372
<b>DATE &amp; TIME:</b>	Wednesday, January 3, 2024 - 2:00 PM
<b>PROJECT #:</b>	022-02777

### A. Meeting Attendance

Name of Attendees	Company Representing	Email Address	Present (Y/N)
Phil Goering	City of Hickman	<a href="mailto:Mayorg.hickmanne@gmail.com">Mayorg.hickmanne@gmail.com</a>	N
Kelly Oelke	City of Hickman	<a href="mailto:koelke@hickman.ne.gov">koelke@hickman.ne.gov</a>	Y
Wade Luther	City of Hickman	<a href="mailto:publicworks001@hickman.ne.gov">publicworks001@hickman.ne.gov</a>	Y
Craig Reinsch	Olsson	<a href="mailto:creinsch@olsson.com">creinsch@olsson.com</a>	Y
Arthur Hutt (RPR)	Olsson, Inc	<a href="mailto:ahutt@olsson.com">ahutt@olsson.com</a>	Y
Travis Anderson	MWM Industrial	<a href="mailto:tanderson@mwmindustrial.com">tanderson@mwmindustrial.com</a>	Y

### B. Contract Dates

Contract Component	MWM Industrial, Inc
Notice of Award	June 5, 2023
Contract Dated	June 12, 2023
Notice to Proceed	June 12, 2023
Substantial Completion (revised per CO #1)	January 31, 2024
Final Completion (revised per CO #1)	March 31, 2024

C. **Review Minutes of Previous Meeting** – 12/6/2023 Progress Meeting. [No additional comments.](#)

### D. Review of Work Progress: Contractor’s Schedule Review

- Raw water tie-in update. [City is currently bypassing the WTP. The tie-in has been tough, but MWM will stay late to get it completed. The City is OK to continue bypassing to allow for a correct cure \(24 hours\).](#)
- MWM Industrial update:
  - o [An updated schedule was not provided at the meeting.](#)
  - o [VFD start-up occurred today. Will plan to run the pump in hand until the controls are set and coordinated.](#)
  - o [Have installed conduit and wiring, but have not completed terminations.](#)
  - o [MWM will work to fabricate a “kick plate” to protect conduit where it comes out of the floor and will not be protected by the control panel.](#)
  - o [Working to coordinate HOA, Westecon, and Layne for start-up the week of 1/15/2024, but this is still tentative.](#)

- Painters are scheduled to be on-site the week of 1/15 also. Will need to watch pipe sweating during the painting/curing process.
- E. Field Observations, Problems, and Decisions**
- Hawkins chlorine system start-up recommendations (CPR #7)
    - Verbal approval provided by the City. Will work into a change order this week. Will need updated timeframe to complete the work from MWM.
    - Provided a Komax (static mixer) update via email earlier this morning. MWM to inspect the new static mixer to confirm that the flow vanes were not damaged.
    - Max chlorine use calculated was up to 52 lbs/day (3.6 mg/L at 1.7 mgd (1,200 gpm), which is less than the 100 lbs/day provided by the system. Will confirm final rates once the piping modifications are completed.
- F. Identification of Problems which Impede Planned Progress – N/A**
- G. Review of Submittals Schedule and Status of Submittals**
- Complete, pending O&M manuals.
- H. Review of Off-Site Fabrication and Delivery Schedules**
- Complete.
- I. Planned Progress During Succeeding Work Period**
- See information provided above.
- J. Coordination of Projected Progress**
- Site coordination issues? Minimal.
  - Pump/motor replacement update? The correct motor was delivered and Electric Pump completed the installation.
  - Remaining items from Layne (hardware)? This was delivered, and ready for payment.
  - Other scheduled start-up/trainings?
    - Wade asked about start-up and the amount of water required. Layne stated to MWM that they will need to backwash at least 3 times. Wade will have the two tank empty when they are ready, and will work to pump the tanks out during the process.
    - Discussed bacteriological testing. MWM to review the requirements with Layne, and then provide Olsson with the 8 passing tests (2 each for the 3 tanks, and piping).
    - Olsson will coordinate the placement into service inspection request with NDEE. Will need assistance from MWM to confirm when this is ready to be scheduled. The NDEE inspection request will be scheduled, and placement into service will be required to achieve substantial completion.
    - A punchlist review will also occur as part of NDEE's inspection.
- K. Maintenance of Quality and Work Standards**
- The City has been pleased with Roger's (foreman) work.
- L. Effect of Proposed Changes on Progress Schedule and Coordination**
- TBD
- M. Other Business Relating to Work – N/A**
- N. Additional Questions, Comments, or Discussion Items**
- Next meeting is scheduled for February 7, 2024 at 2 pm.



# MEETING MINUTES

## CONSTRUCTION PROGRESS MEETING

	Overnight
	Regular Mail
X	Hand Delivery
	Other: Email

<b>NAME OF PROJECT:</b>	Hickman WWTF Improvements
<b>PROJECT LOCATION:</b>	Hickman, NE
<b>MEETING LOCATION:</b>	Hickman City Office, 115 Locust Street, Hickman, NE
<b>DATE &amp; TIME:</b>	Thursday December 19, 2023 - 11:30 AM
<b>PROJECT #:</b>	021-01497

- **Sign-In** See attached
  
- **Approval of Previous Meeting Minutes**
  - Progress Meeting Minutes 11/20/2023
  
- **Shop Drawing Status Report**
  - Submittals Reviewed:
    - A total of 24 have been submitted so far.
  
  - Submittals Returned for Correction, in the Past Month:
    - 46 21 13 Chain and Rake Bar Screens
    - 46 43 21 Circular Clarifier Equipment
  
  - Submittals Approved, in the Past Month:
    - 05 51 33 Metal Stairs and Ladders
    - 08 31 23 Floor Doors
    - 08 41 13 Aluminum Framed Entrances
    - 08 71 00 Door Hardware
    - FD02 Concrete Grout
    - 05 51 33.13 Aluminum Ladder
    - 40 05 50 Plug and Telescoping Valves
    - 40 05 59 Slide Gates
  
  - Submittals Currently in for Review:
    - Any critical/short fuse items?

- **Contractor's Schedule Status Report**
  - Review of Work Progress since the last meeting:
    - Began pouring walls on clarifier, two sections completed, two remain.
      - Concrete test results have all been passing, will notify Neuvirth if we have results that don't, otherwise file reports at end of projects.
  - Anticipated Progress During Next Work Period
    - 3<sup>rd</sup> wall pour tomorrow, 4<sup>th</sup> wall pour planned for January 3<sup>rd</sup>, 2024.
    - Bypass manhole installation and excavation of headworks.
  - Items Which May Impede Planned Progress
    - Mueller, supplier, was hacked. Slow getting back up and running.
      - Delayed submittal of valves, hopefully won't cause delay during production.
    - UV Season for bypass and slide gate work, Olsson to begin coordination with NDEE. Will likely be after begin of UV season in March, possibility of waiting to make connections until October.
  - Other Progress Discussion Items
    - RAS Site Piping Neuvirth looking at alternate route. Costs provided after meeting, will be reviewed.
    - Additional conduit for control wires to clarifiers, details to follow.
    - Kelly would like a few photos for Council updates, Olsson will start sending with meeting minutes.
    - Neuvirth provided updated lead time and project schedules.
      - Clarifier and Headworks equipment currently projected for delivery in August 2024.
      - Painting of existing clarifier equipment may need to be pushed to Spring of 2025. Will continue discussions as project progresses.

- **RFIs, RFPs, CPRs, Change Orders, etc.**
  - Field Orders – This Period
    - None
  - RFIs – This Period
    - None
  - CPRs
    - CPR 002 – Site Piping Change – Will update based on additional discussion.
    - CPR 003 – RAS Pump Station Piping – Will update based on existing utility location/decision.
    - CPR 005 – RFI 10 L Bar Alterations – To be included in a change order.
      - Olsson to prepare WCD to send to City.
    - CPR 006 – Form Savers - To be taken to Council as part of a change order.
      - Olsson to prepare WCD to send to City.
    - CPR 007 – Clarifier Details – To be taken to Council as part of a change order.
    - CPR 008 – SBR Valve - To be taken to Council as part of a change order.
    - CPR 009 – Alternate site piping route – Contractor to provide comment.
  - WCDs
    - No WCDs to date.
  - Change Orders – This Period
    - CO 001 – Remove Existing Pipe and Manhole on south side of site.
      - \$6,635.50
      - Approved, Olsson to close loop on paperwork
    - Olsson will plan to attend either January 23<sup>rd</sup> or February 13<sup>th</sup> Council Meeting to present on the recommended CPRs as Change Orders.
- **Pay Applications**
  - Pay Application #1 approved on December 12th, 2023
  - Next pay application will be submitted early January.
- **Next Progress Meeting**
  - Thursday, January 18th, 2023 @ 11:30 AM

**CITY OF HICKMAN, NEBRASKA  
NOTICE FOR LIQUOR LICENSE**

**NOTICE OF PUBLIC HEARING ON  
APPLICATION OF J & K DREAMS, LLC  
DBA HICKMAN BAR & GRILL CK LIQUOR  
LICENSE**

Notice is hereby given that J & K Dreams, LLC DBA Hickman Bar & Grill 107 Locust Street in Hickman, Nebraska has filed an application with the Nebraska Liquor Control Commission for the issuance of a Retail Liquor License Class CK.

The Hickman City Council will hold a public hearing concerning the issuance of said license on January 09, 2024 during the regular meeting beginning at 7:00pm at the Hickman Community Center/City Hall 115 Locust Street, Room 128 Hickman, Nebraska.

All persons desiring to give evidence either verbally or by affidavit in support of or in protest against the issuance of said license may do so at the time of the hearing.



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Jaala Johnson, CMC  
City Clerk, City of Hickman

# The Voice News

P.O. Box 148  
Hickman, NE 68372-0148  
402-792-2255

## INVOICE - AFFIDAVIT OF PUBLICATION

INVOICE #	3031224	DUE DATE	1/27/2024
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<b>BILL TO</b>
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, Douglas, Sarpy & Saunders Counties,**  
a legal newspaper which is published and is in general circulation in Lancaster, Gage, Johnson, Otoe, Cass, Scotts Bluff, Douglas, Sarpy, and Saunders Counties, 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:

#### CITY OF HICKMAN, NEBRASKA NOTICE FOR LIQUOR LICENSE

#### NOTICE OF PUBLIC HEARING ON APPLICATION OF J & K DREAMS, LLC DBA HICKMAN BAR & GRILL CK LIQUOR LICENSE

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All persons desiring to give evidence either verbally or by affidavit in support of or in protest against the issuance of said license may do so at the time of the hearing.

Jaala Johnson, CMC  
City Clerk, City of Hickman

Dec. 28 - 32 lns  
ZNEZ

1	Successive Week(s)
Beginning with the issue of:	12/28/2023
and ending with the issue of:	12/28/2023
Publisher's fee at Legal Rate is:	<b>\$13.97</b>

*Darren P. Ivy*

Darren P. Ivy, Publisher

Summary Information	Weekly Cost
Notice of Liquor License J&K Dreams, LLC DBA Hickman Bar and Grill - Dec. 28	13.97
	0.00

Subscribed and sworn before me, this 28<sup>th</sup> day  
of

December, 2023

Sharon Gray  
Notary Public

SHARON L. GRAY  
General Notary State of Nebraska  
My Commission Expires  
August 18, 2027.

**CITY OF HICKMAN, NEBRASKA**

**RESOLUTION 2023-28**

(Redevelopment Plan for Redevelopment Area #2)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HICKMAN, NEBRASKA, APPROVING THE REDEVELOPMENT PLAN FOR REDEVELOPMENT AREA #2 OF THE CITY OF HICKMAN, NEBRASKA.**

**RECITALS**

A. The proposed Redevelopment Plan for Redevelopment Area #2 (the “Redevelopment Plan”) has been prepared and is on file and available for public inspection with the Hickman City Clerk.

B. The Redevelopment Plan includes a redevelopment project with multiple phases identified as the Mixed-Use Redevelopment Project and Residential Redevelopment Project (the “Project”) that will utilize Tax Increment Financing pursuant to Neb. Rev. Stat. § 18-2147.

C. The Community Development Agency of the City of Hickman, Nebraska (“CDA”) submitted the question of whether the Redevelopment Plan should be recommended to the City Council to the Planning Commission of the City of Hickman.

D. The Planning Commission recommended the approval of the Redevelopment Plan.

E. Notice of public hearing regarding the adoption and approval of the Redevelopment Plan by the City Council was provided in conformity with the Open Meetings Act, Neb. Rev. Stat. § 84-1407 et seq., the Community Development Law, Neb. Rev. Stat. §§ 18-2115 and 18-2115.01, and Nebraska law.

F. On December 12, 2023, the City Council held a public hearing relating to the question of whether the Redevelopment Plan should be adopted and approved by the City. All interested parties were afforded at such public hearing a reasonable opportunity to express their views respecting the submitted question.

G. The City Council has reviewed the Redevelopment Plan, the cost benefit analysis attached to the Redevelopment Plan, and the recommendations of the Planning Commission, and has duly considered all statements made and material submitted related to the submitted question.

NOW THEREFORE, it is found by the City Council of the City of Hickman, Nebraska, in accordance with the Community Development Law, Neb. Rev. Stat. §§ 18-2101 through 18-2155 (the “Act”), as follows:

1. The Project Site is in need of redevelopment to remove blight and substandard conditions identified pursuant to the Act.

2. The Redevelopment Plan will, in accordance with the present and future needs of the City of Hickman, promote the health, safety, morals, order, convenience, prosperity, and the general welfare of the community in conformance with the legislative declarations and determinations set forth in the Act.
3. The Redevelopment Plan is in conformance with the general plan for development of the City of Hickman as a whole, as set forth in the City of Hickman Comprehensive Plan, as amended.
4. The cost and benefits set forth in the Project cost benefit analysis are found to be in the long-term best interest of the City of Hickman.
5. The Project would not be economically feasible without the use of Tax Increment Financing.
6. The Project would not occur on the Redevelopment Area without the use of Tax Increment Financing.

BE IT FURTHER RESOLVED, that pursuant to the provisions of the Act and in light of the foregoing findings and determinations, the Redevelopment Plan is hereby approved and adopted by the City Council as the governing body for the City of Hickman.

Dated this 9th day of January, 2024.

CITY OF HICKMAN, NEBRASKA

By: \_\_\_\_\_  
Phil Goering, Mayor

ATTEST: \_\_\_\_\_  
Jaala Johnson, CMC, City Clerk

**RESOLUTION 2024-01**  
**License and Management Agreement**  
**for Use of Municipal Property for Sports**  
**or Other Recreational Activities**

**WHEREAS**, This License and Management Agreement (the "License"), dated for reference purposes only as of the \_\_\_\_ day of \_\_\_\_\_, 2024, is entered into by and between The City of Hickman ("City") and American Legion Post 105, Hickman, Nebraska ("Legion").

**WHEREAS**, City is the owner of certain real property, Buchanan Field, located in the Main City Park on West 2nd Street, located in Hickman, Nebraska and hereinafter referred to as "Field".

**WHEREAS**, Legion has requested the use of said Field for the purpose of operating a Legion Baseball Program with multiple teams;

**WHEREAS**, City and Legion desire to support the development of Legion Baseball youth recreational opportunities, to improve the Buchanan Field Complex and Field Area, and to provide adequate field facilities for the play of baseball;

**NOW THEREFORE, City and Legion agree as follows:**

1. **TERM:** (a) City will lease Field to the Legion for the sum of \$3,000.00 annually for the term of one season commencing effective at the conclusion of Norris Public School District 160 High School baseball season. Either party shall have the right to terminate this License by providing the other party with no less than 7 days' prior written notice. Such notice shall specify the date that the License shall terminate. Payment is due within 30 days of full execution of this agreement. The City agrees to notify the Legion of any increase of Leasing Fee prior to December 31st of the current year or the year this agreement is executed and each succeeding year thereafter. At the conclusion of the Initial Term and any Renewal Term, this Agreement shall automatically renew for a twelve-month Renewal Term, unless terminated by either Party pursuant to Section 8.
2. **RESPONSIBILITIES:**
  - A. **Legion**
    1. The Legion shall be responsible for clearing debris (garbage) from the Field and placing it in containers provided by the City resulting from the Legion's use for baseball practices and games. The Legion is not responsible for cleaning debris (garbage) left by other user groups or individuals.
    2. The Legion shall be responsible for maintaining and caring for the Field and shall consist of the following:

Daily Routine before Practice and Games

      - Remove tarps from strike plate and pitcher mound areas
      - Drag the skinned areas smooth
      - Water down the skinned infield (if needed)
      - Repair pitching and batter box area with field clay
      - Sweep and clean dugouts
      - Set the chalk lines and mark officially
      - Paint or wash bases, pitching plate and home plate
      - Prepare the bullpens
      - Prepare the press box and operation of the PA System and Scoreboard

#### Daily Routine after Practice and Games

- Repair the pitching mound and strike plate area and cover areas with tarps
- Remove the bases and insert base plugs
- Remove loose dirt from grass along base paths, mound circle, and infield edge
- Rebuild the bullpen mounds, home plate area, and cover with tarps
- Replace and tamp any loose divots in the turf areas
- Dispose of trash in and around field, dugouts, bleacher and take trash to dumpsters
- Remove L-Screens and portable turtle backstop from field (store behind Home Team's bullpen)
- Place all field equipment inside crow's nest
- Lock all facility gates and doors and turn off lights

3. The Legion shall submit baseball practice and game schedules to the City's Parks & Recreation Director, or their designee, thirty (30) days prior to the start of their season. However, the schedule for practices and/or games may be changed on short notice as a result of inclement weather conditions, the needs of the City, condition of playing surface(s), etc. The Legion will attempt to keep changes to a minimum. Said schedules shall include the dates, start and estimated ending times for all practices and game. Further, the City's Parks & Recreation Director, or their designee, shall be notified of any schedule changes as soon as reasonably possible (i.e., rain cancellation, change in site location).
4. The Legion shall be allowed to apply field conditioner, clay, or similar product (approved and provided by the City) to the playing surface in the Field as deemed necessary by the Legion.
5. The Legion shall provide adult supervision, including coaches and umpires as appropriate, during all Legion sponsored baseball practices and games in the Field. City personnel, unless employed under a separate agreement or volunteering for the Legion, will not be utilized for supervision of events.
6. At their discretion, the Legion may charge admission at the Legion scheduled practices and games in the Field.
7. The Legion may post signage on Buchanan Field fence line and will remove all signage at the end of the season.
8. The Legion shall inspect the Field prior to each use to insure they are safe for use. The Legion will be responsible for repair of damage to the playing surfaces and facilities caused by spectators and/or participants at Legion scheduled practices and/or games. Practices and games will not be held in a Field that is not safe.
9. The Legion shall be responsible to report any hazardous conditions or damage requiring repair to the City Field to the Parks & Recreation Director, or their designee, as soon as possible but no later than the beginning of the next business day or remedy such condition or damage prior to use.

#### B. City/City

1. The City shall be responsible for inspection, mowing, maintenance and care, except as provided for in Section 2. A., including, inspection of the Field, aerating, watering turf, painting foul lines, including the playing surfaces, restrooms, bleachers, scoreboard, etc. In response to the request from the City, the Legion may, at its discretion, assist the City with personnel and/or equipment for the above listed maintenance items.
2. The City shall ensure that there are garbage receptacles near the Field during all periods of use by the Legion.
3. The City shall provide restrooms for the Field that are available and in usable condition during the Legion's scheduled practices and games.

4. The City will make every effort possible to schedule major improvements and repairs to the Field during the off-season to avoid closing the facilities during the Legion's scheduled usage. If a field is damaged, the City and the Legion will examine the field and jointly determine whether or not the field is safe for use. If it is determined the field is unsafe for use, the City and Legion will estimate a date and time the field will once again be available and the City will begin and complete repairs agreed to by the City as soon as reasonably possible. The Legion shall make the determination whether to cancel or delay games due to weather conditions.
5. The City reserves the right to close the Field for any period of time necessary to undertake emergency major repairs if needed. The City will work with the Legion to avoid any delay or cancellation of practices or games to the extent possible. In the event it becomes necessary to close the Field, the City will provide as much advance notice as possible and project the date and time the Field will be available to the Legion.
6. The City will handle changes to the Legion's scheduled use to the best of its ability to avoid any conflicts.

C. Joint Responsibility

1. The parties agree to work closely and cooperatively to resolve any maintenance, care, or safety issues concerning the Field and to make improvements and expansion to the facilities through grants, donations, etc.
  2. The parties will conduct an inspection of the Field after the season to establish a meeting time to discuss a work list to be completed prior to the start of the following spring sport season.
  3. No cost share on any capital improvements over \$3,000 unless mutually agreed upon by the parties.
  4. All Alterations, Additions, and Fixtures other than the Legion's baseball equipment which is used or have been made or installed by either the City or the Legion on the premise shall remain as the City Property and shall be surrendered with premises as part thereof.
3. UTILITIES: Legion acknowledges that the utilities necessary for the operation of the Field are provided by City and Legion shall use such utilities in the manner required for the proper operation of the Field and shall not unreasonably use the same or cause any damage thereto. The cost of the utilities applicable to the Field shall be paid by City before the same become due.
  4. INSURANCE: During the License Term, Legion shall, at its own cost and expense, procure and continue in force such insurance policies as are required by City. Such insurance shall, at a minimum include commercial general liability insurance with a combined policy limit of at least \$1,000,000 or such other amount as is reasonably agreed to by the parties. City shall be named as an additional named insured on all such policies of insurance. A renewal policy shall be procured not less than ten (10) days prior to the expiration of any policy. Each original policy or a certified copy thereof, or a satisfactory certificate of the insurer evidencing insurance carried with proof of payment of the premium, shall be deposited with City prior to the commencement date of the term hereof and within ten (10) days of each anniversary date thereafter. Legion shall provide workers' compensation and employer liability coverage as may be required by the State of Nebraska.
  5. LEGION'S INDEMNIFICATION: Legion agrees to indemnify and hold City harmless from and against any and all claims, damages, or causes of action and all liability, cost or expense specifically including court costs and all reasonable attorney fees to the extent the same arise out of or in any way connected with Legion's or Legion's agents' use of the Field during the term hereof. Whether the same are raised during the term hereof or after. Without limiting the foregoing, the parties acknowledge and agree that the foregoing indemnification specifically includes any claims, damages, or causes of action and all liability, cost or expense specifically including court costs and all reasonable attorney fees for any related issues.

- 6. ENTRY BY CITY: City and its agents and employees shall have the right to enter the Premises at all reasonable times and during normal business hours, to examine the same, to make such maintenance and repairs of the Premises and such maintenance, repairs, alterations, decorations, additions, and improvements to other portions of the Premises as City requires.
- 7. ASSIGNMENT: Legion shall not assign, sub-license, or otherwise transfer, by operation of law or otherwise, this License or any interest herein without the prior written consent of City, which consent may be withheld in City's sole discretion. Any agreed upon Assignment by the Legion may be adopted by Hickman City Council as an addendum to this agreement and will be known as Exhibit A-<enter year>.
- 8. NOTICES: All Notices regarding this modifications or cancellation of this Agreement can be sent to the following:
  - City of Hickman
  - Attn: City Administrator
  - PO Box 127
  - Hickman, NE 68372
  
  - American Legion Post #105
  - Attn: Legion Baseball Coordinator
  - PO Box 263
  - Hickman, NE 68372
- 9. BINDING EFFECT. This License shall be binding upon and shall inure to the benefit of City, Legion, and their respective successors and assignees.

**CITY OF HICKMAN, NEBRASKA, a Municipal Corporation**

By: \_\_\_\_\_  
 Phil Goering, Mayor  
 STATE OF NEBRASKA ss. COUNTY OF LANCASTER

The foregoing License Agreement was acknowledged before me on \_\_\_\_ day of \_\_\_\_\_ 2024, by Phil Goering, Mayor of HICKMAN NEBRASKA, a Municipal Corporation.

NOTARY PUBLIC: \_\_\_\_\_ NOTARY SEAL:

**HICKMAN LEGION POST 105, LEGION BASEBALL ORGANIZATION, a Not For Profit Corporation**

By: \_\_\_\_\_  
 Dean Reicks, Legion Commander  
 STATE OF NEBRASKA ss. COUNTY OF LANCASTER

The foregoing License Agreement was acknowledged before me on \_\_\_\_ day of \_\_\_\_\_ 2024, by Dean Reicks, Legion Commander of HICKMAN LEGION POST 105, LEGION BASEBALL ORGANIZATION, a Not For Profit Corporation.

NOTARY PUBLIC: \_\_\_\_\_ NOTARY SEAL:

## **EXHIBIT A OF CITY OF HICKMAN RESOLUTION 2024-01**

Norris Baseball Association 14U (NBA) shall be responsible and held accountable to the following sections of Resolution 2024-01 License and Management Agreement as entered into by and between The City of Hickman ("City") and American Legion Post 105, Hickman, Nebraska ("Legion"), in addition to an inspection of Buchanan Field and the field facilities, attended by all parties, before and after the tournament, and payment of \$350.00 to the City of Hickman, due June 1, 2024:

### **2. RESPONSIBILITIES**

#### **A. NBA**

1. The NBA shall be responsible for clearing debris (garbage) from the Field and placing it in containers provided by the City resulting from the Legion's use for baseball practices and games. The Legion is not responsible for cleaning debris (garbage) left by other user groups or individuals.
2. NBA shall be responsible for maintaining and caring for the Field and shall consist of the following:

#### **Daily Routine before Practice and Games**

- Remove tarps from strike plate and pitcher mound areas
- Drag the skinned areas smooth
- Water down the skinned infield (if needed)
- Repair pitching and batter box area with field clay
- Sweep and clean dugouts
- Set the chalk lines and mark officially
- Paint or wash bases, pitching plate and home plate
- Prepare the bullpens
- Prepare the press box and operation of the PA System and Scoreboard

#### **Daily Routine after Practice and Games**

- Repair the pitching mound and strike plate area and cover areas with tarps
- Remove the bases and insert base plugs
- Remove loose dirt from grass along base paths, mound circle, and infield edge
- Rebuild the bullpen mounds, home plate area, and cover with tarps
- Replace and tamp any loose divots in the turf areas
- Dispose of trash in and around field, dugouts, bleacher and take trash to dumpsters
- Remove L-Screens and portable turtle backstop from field (store behind Home Team's bullpen)
- Place all field equipment inside crow's nest
- Lock all facility gates and doors and turn off lights

### **4. INSURANCE**

During the License Term, NBA shall, at its own cost and expense, procure and continue in force such insurance policies as are required by City. Such insurance shall, at a minimum include commercial general liability insurance with a combined policy limit of at least \$1,000,000 or such other amount as is reasonably agreed to by the parties. City shall be named as an additional named insured on all such policies of insurance. A renewal policy shall be procured not less than ten (10) days prior to the expiration of any policy. Each original policy or a certified copy thereof, or a satisfactory certificate of the insurer evidencing insurance carried with proof of payment of the premium, shall be deposited with City prior to the commencement date of the term hereof and within ten (10) days of the each anniversary date thereafter. NBA shall provide workers' compensation and employer liability coverage as may be required by the State of Nebraska.

### **5. NBA INDEMNIFICATION**

NBA agrees to indemnify and hold the Legion and City harmless from and against any and all claims, damages, or causes of action and all liability, cost or expense specifically including court costs and all reasonable attorney fees to the extent the same arise out of or in any way connected with NBA's or NBA's agents' use of the Field during the term hereof. Whether the same are raised during the term hereof or after. Without limiting the foregoing, the parties acknowledge and agree that the foregoing indemnification specifically includes any claims, damages, or causes of action and all liability, cost or expense specifically including court costs and all reasonable attorney fees for any related issues.

### **6. ENTRY BY THE CITY**

City and its agents and employees shall have the right to enter the Premises at all reasonable times and during normal business hours, to examine the same, to make such maintenance and repairs of the Premises and such maintenance, repairs, alterations, decorations, additions, and improvements to other portions of the Premises as City requires.

# APPLICATION FOR LIQUOR LICENSE CHECKLIST RETAIL

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
EMAIL: [lcc.frontdesk@nebraska.gov](mailto:lcc.frontdesk@nebraska.gov)  
WEBSITE: [www.lcc.nebraska.gov](http://www.lcc.nebraska.gov)

License Class: CK

License Number:  
**126175**



Office Use Only  
NEW / REPLACING 86118 TOP Yes / No Yes  
Hot List Yes / No No Initial: CA

## PLEASE READ CAREFULLY

See directions on the next page. Provide all the items requested. Failure to provide any item will cause this application to be returned or placed on hold. All documents must be legible. Any false statement or omission may result in the denial, suspension, cancellation or revocation of your license. If your operation depends on receiving a liquor license, the Nebraska Liquor Control Commission cautions you that if you purchase, remodel, start construction, spend or commit money that you do so at your own risk. Prior to submitting your application review the application carefully to ensure that all sections are complete, and that any omissions or errors have not been made. You may want to check with the city/village or county clerk, where you are making application, to see if any additional requirements must be met before submitting application to the Nebraska Liquor Control Commission.

APPLICANT NAME J & K Dreams, LLC

TRADE (DBA) NAME Hickman Bar & Grill

PREVIOUS TRADE (DBA) NAME N/A

CONTACT NAME AND PHONE NUMBER Joachim Davis, 402-480-5176

CONTACT EMAIL ADDRESS thehbg2023@gmail.com

thehbg2023@gmail.com

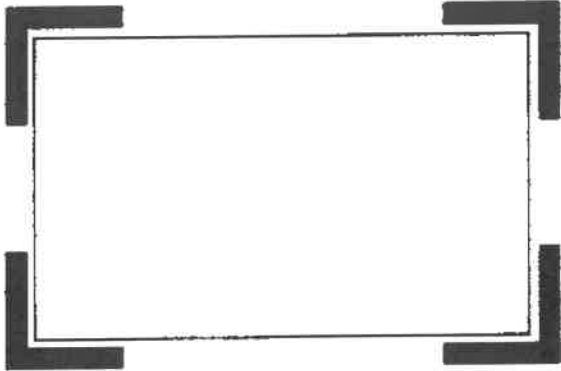
Office use only  
PAYMENT TYPE Payoff  
AMOUNT 3800.- RCPT  
RECEIVED: 11/22/23  
DATE DEPOSITED: \_\_\_\_\_  
2300011622

# APPLICATION FOR CATERING ENDORSEMENT TO LICENSE

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
website: [www.lcc.nebraska.gov](http://www.lcc.nebraska.gov)

License  
Class:     K    

License  
Number: \_\_\_\_\_



- Application fee \$100.00
- Please pay online at: [www.ne.gov/go/NLCCpayport](http://www.ne.gov/go/NLCCpayport)
- Processing time is approx. 45-60 days from receipt of application by the Nebraska Liquor Control Commission

### LICENSEE

J & K Dreams, LLC

### TRADE NAME

Hickman Bar & Grill

### PREMISES ADDRESS

107 Locust St

### CITY

### ZIP CODE

Hickman                      68372

### CONTACT PERSON

Joachim Davis

### PHONE NUMBER

402-480-5176

### EMAIL

hbg2023@gmail.com

DocuSigned by:

268BC58D894247C

Signature of APPLICANT

Joachim Davis

Printed Name of APPLICANT

Office use only

PAYMENT TYPE \_\_\_\_\_

AMOUNT \_\_\_\_\_ RCT# \_\_\_\_\_

RECEIVED: \_\_\_\_\_

DATE DEPOSITED \_\_\_\_\_

BARCODE

# DIRECTIONS

Each item must be included with your application

1. Application fee of \$400 (nonrefundable), please pay online thru our PAYPORT system or enclose payment made payable to the Nebraska Liquor Control Commission
2. Enclose the appropriate application forms
  - Individual License (Form 104)
  - Partnership License (Form 105)
  - Corporate License (Form 101 & Form 103)
  - Limited Liability Company (LLC) (Form 102 & Form 103)Corporation or Limited Liability Company (LLC) must be active with the Nebraska Secretary of State
3. For citizenship enclose U.S. birth certificate; U.S. passport or naturalization paper
  - a. For residency enclose proof of registered voter in Nebraska
  - b. If permanent resident include Employment Authorization Card or Permanent Resident Card
  - c. See Applicant Guidelines for further assistance
4. Form 147 - Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures".
5. If purchasing an already licensed business; include Form 125—Temporary Operating Permit (TOP)
  - a. Form 125 must be signed by the seller (current licensee) and the buyer (applicant)
  - b. Provide a copy of the business purchase agreement from the seller (current licensee sells "the business currently licensed" to applicant)
  - c. Provide a copy of alcohol inventory being purchased (must include quantity, brand name and container size)
  - d. Enclose a list of the assets being purchased (furniture, fixtures and equipment)
6. If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
7. If building is being leased, send a copy of signed lease in the name of the applicant. Lease term must run through the license year being applied for.
8. Submit a copy of your business plan.

**CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES  
CHECK DESIRED CLASS**

RETAIL LICENSE(S) Application Fee \$400 (nonrefundable)  
CLASS C LICENSE TERM IS FROM NOVEMBER 1 – OCTOBER 31  
ALL OTHER CLASSES TERM IS MAY 1 – APRIL 30

- A BEER, ON SALE ONLY
- B BEER, OFF SALE ONLY\*\*
- C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE\*\*  
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(4) YES  NO
- D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY\*\*
- F BOTTLE CLUB,
- I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY  
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(5) YES  NO
- J LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120
- AB BEER, ON AND OFF SALE
- AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
- IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY
- Class K Catering endorsement (Submit Form 106) – Catering license (K) expires same as underlying retail license
- Class G Growler endorsement (Submit Form 165) – Class C licenses only

\*\*Class B, Class C, Class D license do you intend to allow drive through services under Neb Rev. Statute 53-178.01(2) YES  NO

**ADDITIONAL FEES WILL BE ASSESSED AT THE CITY/VILLAGE OR COUNTY LEVEL WHEN THE LICENSE IS ISSUED**

**CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING**

- Individual License (requires insert FORM 104)
- Partnership License (requires insert FORM 105)
- Corporate License (requires FORM 101 & FORM 103)
- Limited Liability Company (LLC) (requires FORM 102 & FORM 103)

**NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)**

Name Courtney R. Faller Phone Number 402-475-8230

Firm Name Keating, O'Gara, Nedved & Peter, PC, LLO

Email address cfaller@keatinglaw.com

Should we contact you with any questions on the application? YES  NO

**PREMISES INFORMATION**

Trade Name (doing business as) Hickman Bar & Grill

Street Address 107 Locust St

City Hickman County Lancaster Zip Code 68372

Premises Telephone number 402-792-2322

Business e-mail address thehbg2023@gmail.com

Is this location inside the city/village corporate limits YES  NO

**MAILING ADDRESS (where you want to receive mail from the Commission)**

Check if same as premises

Name Joachim Davis

Street Address 25744 S 12th Street

City Martell State Nebraska Zip Code 68404

**DESCRIPTION AND DIAGRAM FOR THE AREA TO BE LICENSED**

IN THE SPACE PROVIDED BELOW DRAW OR ATTACH A DIAGRAM OF THE AREA TO BE LICENSED  
DO NOT SEND BLUEPRINTS, ARCHITECT OR CONSTRUCTION DRAWINGS  
PROVIDE LENGTH X WIDTH IN FEET (NOT SQUARE FOOTAGE)  
INDICATE THE DIRECTION OF NORTH

Building length 100 x width 23 in feet

*2nd floor 11x40*

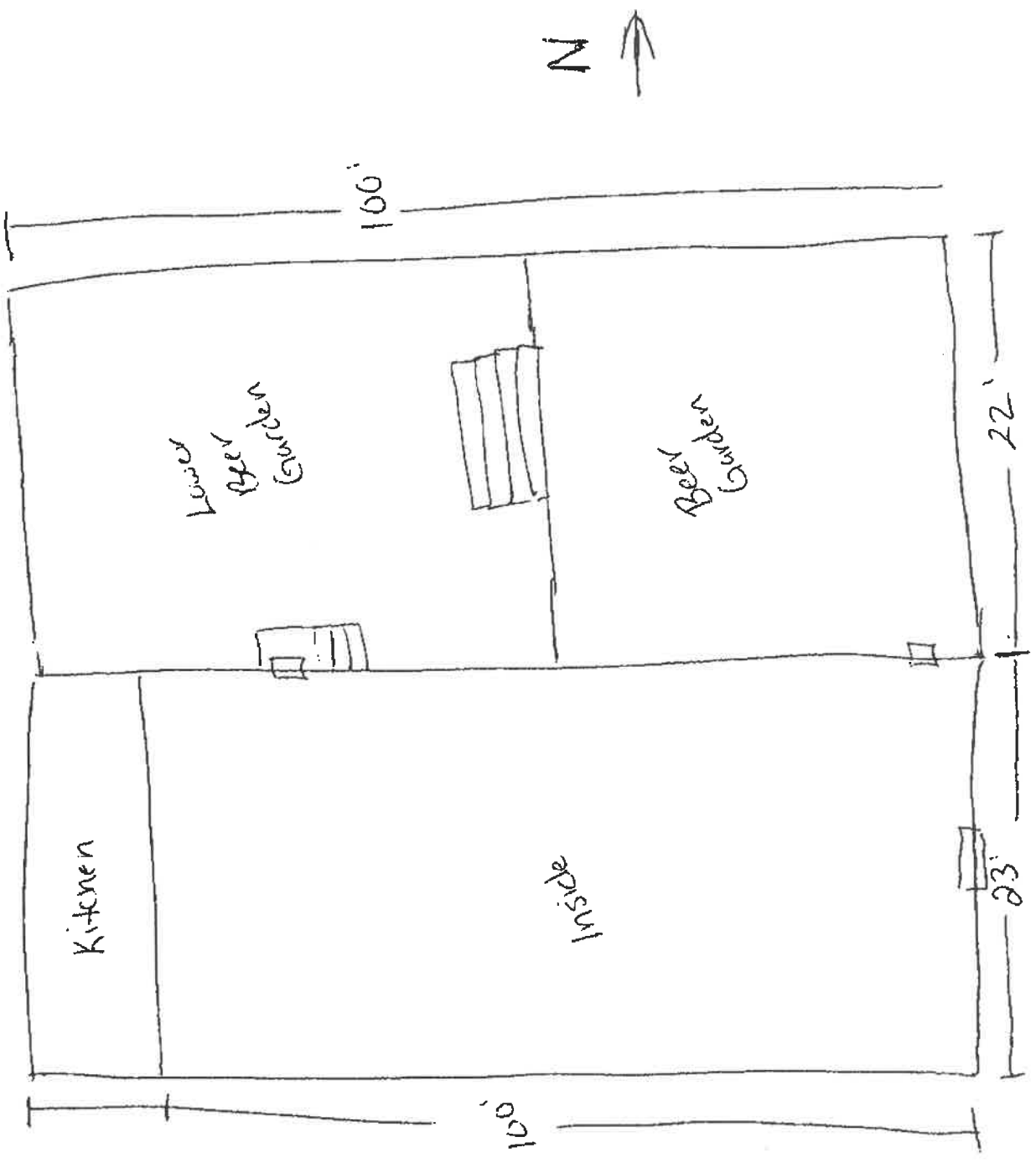
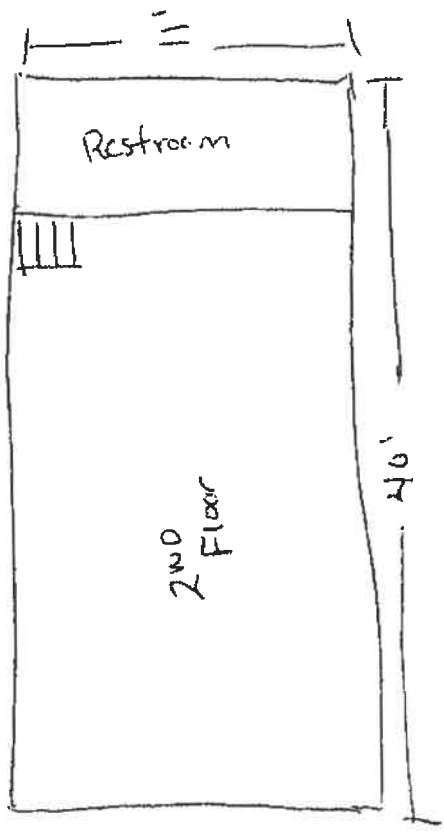
Is there a basement? Yes  No  If yes, length \_\_\_\_\_ x width \_\_\_\_\_ in feet

Is there an outdoor area? Yes  No  If yes, length 100 x width 22 in feet+

\*If including an outdoor area permanent fencing is required. Please contact the local governing body for other requirements regarding fencing

Number of floors of the building 2

**PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET**



**APPLICANT INFORMATION**

**1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY §53-125(5)**

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

Include traffic violations. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES  NO If yes, please explain below or attach a separate page

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
Joachim Davis	5/28/1997	Lincoln, NE	Unlawful entry without permit	Guilty plea
Joachim Davis	4/8/1998	Lincoln, NE	Unlawful entry without permit	Guilty plea
Joachim Davis	6/23/1998	Lincoln, NE	Occupy business parking lot after hour	Guilty plea
Joachim Davis	9/23/1998	Lincoln, NE	Occupy business parking lot after hour	Guilty plea
Joachim Davis	1997-2009	Lincoln, NE	Traffic tickets	Resolved by STOP class
Joachim Davis	1999	Lincoln, NE	Minor in possession	Resolved by diversion

**2. Was this premise licensed as liquor licensed business within the last two (2) years?**

YES  NO

If yes, provide business name and license number Hickman Bar & Grill, 086118

**3. Are you buying the business of a current retail liquor license?**

YES  NO

If yes, give name of business and liquor license number Hickman Bar & Grill, 086118

**4. Are you filing a temporary operating permit (TOP) to operate during the application process?**

YES  NO

If yes

a) Attach temporary operating permit (TOP) (Form 125)

a) Submit a copy of the business purchase agreement

b) Include a list of alcohol being purchased, list the name brand, container size and how many

c) Submit a list of the furniture, fixtures and equipment

5. Are you borrowing any money from any source, include family or friends, to establish and/or operate the business?

YES  NO

If yes, list the lender(s) State Bank of Table Rock

6. Will any person or entity, other than applicant, be entitled to a share of the profits of this business?

YES  NO

If yes, explain. (all involved persons must be disclosed on application)

**Kimberly Davis, member and spouse**

**No silent partners** 019.01E Silent Partners; Profit Sharing: No licensee or partner, principal, agent or employee of any Retail Liquor License shall permit any other person not licensed or included as a partner, principal, or stockholder of any Retail Liquor License to participate in the sharing of profits or liabilities arising from any Retail Liquor License. (53-1,100)

7. Will any of the furniture, fixtures and equipment to be used in this business be owned by others?

YES  NO

If yes, list such item(s) and the owner. \_\_\_\_\_

8. Is premises to be licensed within 150 feet of a church, school, hospital, home for indigent persons or for veterans, their wives, and children; or within 300 feet of a college or university campus?

YES  NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Nebraska Revised Statute 53-177(1) AND PROVIDE FORM 134 – CHURCH OR FORM 135 – CAMPUS AND LETTER OF SUPPORT FROM CHURCH OR CAMPUS

9. Is anyone listed on this application a law enforcement officer? If yes, list the person, the law enforcement agency involved and the person's exact duties. (Nebraska Revised Statute 53-125(15)

YES  NO

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business.

a) List the individual(s) who are authorized to write checks and/or withdrawals on accounts at this institution.

**State Bank of Table Rock, Joachim Davis and Kimberly Davis**

11. List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. Include license holder name, location of license and license number. Also list reason for termination of any license(s) previously held.

**N/A**

12. List the alcohol related training and/or experience (when and where) of the person(s) making application. Those persons required are listed as followed:

- Individual: Applicant and spouse; spouse is exempt if they filed Form 116 – Affidavit of Non-Participation.
- Partnership: All partners and spouses, spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Limited Liability Company: All member of LLC, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Corporation: President, Stockholders holding 25% or more of shares, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.

**NLCC certified training program completed**

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Joachim Davis	11/19/2023	Nebraska Alcohol Sales and Service Training
Kimberly Davis	11/21/2023	Nebraska Alcohol Sales and Service Training

**Experience**

Applicant Name/Job Title	Date of Employment	Name & Location of Business
Joachim Davis, Bartender	2002-2003	Fosters Tap; Princeton, NE
Joachim Davis, Bartender	Nov. 2023 - Present	Hickman Bar & Grill; Hickman, NE

13. If the property is owned, submit a copy of the deed or proof of ownership. If leased, submit a copy of the lease covering the entire license year.

**Documents must be in the name of applicant as owner or lessee**

- Lease expiration date \_\_\_\_\_  
 Deed \_\_\_\_\_  
 Purchase Agreement \_\_\_\_\_

14. When do you intend to open for business? 11/30/2023

15. What will be the main nature of business? Food and Beverage Services

16. What are the anticipated hours of operation? Sunday through Tuesday - 10am to 11pm; Wednesday through Saturday - 10am to 2am

17. List the principal residence(s) for the past 10 years for **ALL** persons required to sign, including spouses.

RESIDENCES FOR THE PAST 10 YEARS					
APPLICANT CITY & STATE	YEAR		SPOUSE CITY & STATE	YEAR	
	FROM	TO		FROM	TO
Martell, NE	2002	Present	Martell, NE	2002	Present

If necessary, attach a separate sheet

**PERSONAL OATH AND CONSENT OF INVESTIGATION  
SIGNATURE PAGE – PLEASE READ CAREFULLY**

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person the management and operation of the business. Partnership applicants agree one partner shall superintend the management and operation of the business. All applicants agree to operate the licensed business within all applicable laws, rules, regulations, and ordinances and to cooperate fully with any authorized agent of the Nebraska Liquor Control Commission.

*Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.*

**Must be signed by all applicant(s) and spouse(s) owning more than 25%  
(YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)**

DocuSigned by:  
  
2a89c58d894247c...

Signature of **APPLICANT**

**Joachim Davis**

Printed Name of **APPLICANT**

\_\_\_\_\_  
Signature of **APPLICANT**

\_\_\_\_\_  
Printed Name of **APPLICANT**

DocuSigned by:  
  
8d8fa88dab2f45d...

Signature of **SPOUSE**

**Kimberly Davis**

Printed Name of **SPOUSE**

\_\_\_\_\_  
Signature of **SPOUSE**

\_\_\_\_\_  
Printed Name of **SPOUSE**

**Attachment for Form 100-Question One (1) & Form 103-Question One (1)**

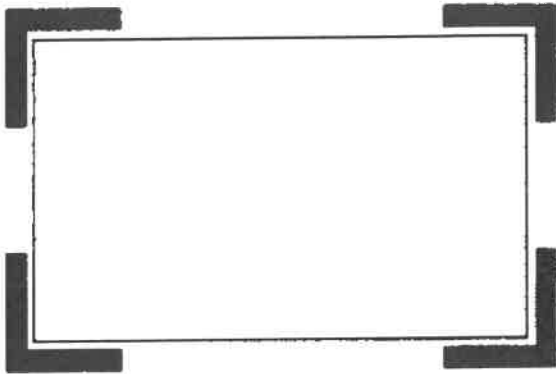
<b>Name of Applicant</b>	<b>Date of Conviction</b>	<b>Where Convicted</b>	<b>Description of Charge</b>	<b>Disposition</b>
Joachim Davis	1999	Lincoln, NE	Criminal mischief	Resolved by diversion
Kimberly Davis	1997-2005	Lincoln, NE	Traffic tickets	Resolved by STOP class

# LIMITED LIABILITY COMPANY (LLC)

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
EMAIL: [lcc.frontdesk@nebraska.gov](mailto:lcc.frontdesk@nebraska.gov)  
WEBSITE: [www.lcc.nebraska.gov](http://www.lcc.nebraska.gov)

License  
Class: \_\_\_\_\_

License Number: \_\_\_\_\_



### INSTRUCTIONS

1. All members and spouses must be listed
2. Managing/Contact member and all members holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the application
3. Managing/Contact member and all members holding over 25% interest and their spouses must submit fingerprints. See Form 147 for further information
4. Attach copy of Articles of Organization

Name of Limited Liability Company that will hold license as listed on the Articles of Organization  
**J & K Dreams, LLC**

Name of Registered Agent: **Joachim Davis**

LLC Address: **25744 S 12th St**

City: **Martell** State: **NE** Zip Code: **68404**

LLC Phone Number: **402-792-2322** LLC Fax Number: **N/A**

### Name of Managing/Contact Member

Name and information of contact member must be listed on following page

Last Name: **Davis** First Name: **Joachim** MI: **J**

Home Address: **25744 S 12th St** City: **Martell**

State: **NE** Zip Code: **68404** Home Phone Number: **402-480-5176**

DocuSigned by:  
  
2988C58D984247C...

Signature of Managing/Contact Member

List names of all members and their spouses (even if a spousal affidavit has been submitted)

Last Name: Davis First Name: Joachim MI: J  
Social Security Number: [REDACTED] Date of Birth: [REDACTED]  
Spouse Full Name (indicate N/A if single): Kimberly Davis  
Spouse Social Security Number: [REDACTED] Date of Birth: [REDACTED]  
Percentage of member ownership 50

---

Last Name: Davis First Name: Kimberly MI: K  
Social Security Number: [REDACTED] Date of Birth: [REDACTED]  
Spouse Full Name (indicate N/A if single): Joachim Davis  
Spouse Social Security Number: [REDACTED] Date of Birth: [REDACTED]  
Percentage of member ownership 50

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Spouse Full Name (indicate N/A if single): \_\_\_\_\_  
Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Percentage of member ownership \_\_\_\_\_

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Spouse Full Name (indicate N/A if single): \_\_\_\_\_  
Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Percentage of member ownership \_\_\_\_\_

List names of all members and their spouses (even if a spousal affidavit has been submitted)

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership \_\_\_\_\_

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership \_\_\_\_\_

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership \_\_\_\_\_

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership \_\_\_\_\_

---

Is the applying Limited Liability Company owned 100% by another corporation/LLC?

YES  NO

If yes, Form 185 is required

Indicate the company's tax year with the IRS (Example January through December)

Starting Date: January Ending Date: December

Is this a Non Profit Corporation?

YES  NO

If yes, provide the Federal ID #. \_\_\_\_\_

# Nebraska Secretary of State

## J & K DREAMS, LLC

Mon Nov 27 13:33:09 2023

**SOS Account Number**

2311346861

**Status**

Active

**Principal Office Address**

No address on file

**Registered Agent and Office Address**

JOACHIM DAVIS

25744 S 12TH ST.

MARTELL, NE 68404

**Designated Office Address**

25744 SOUTH 12TH STREET

MARTELL, NE 68404

**Nature of Business**

Not Available

**Entity Type**

Domestic LLC

Qualifying State: NE

**Date Filed**

Nov 03 2023

**Next Report Due Date**

Jan 01 2025

### Filed Documents

Filed documents for J & K DREAMS, LLC may be available for purchase and downloading by selecting the Purchase Now button. Your Nebraska.gov account will be charged the indicated amount for each item you view. If no Purchase Now button appears, please contact Secretary of State's office to request document(s).

Document	Date Filed	Price	
Certificate of Organization	Nov 03 2023	\$0.45 = 1 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>

### Good Standing Documents

- If you need your Certificate of Good Standing Apostilled or Authenticated for use in another country, you must contact the Nebraska Secretary of State's office directly for information and instructions. Documents obtained from this site cannot be Apostilled or Authenticated.

**Online Certificate of Good Standing with Electronic Validation**

**\$6.50**

This certificate is available for immediate viewing/printing from your desktop. A Verification ID is provided on the certificate to validate authenticity online at the Secretary of State's website.

[Purchase Now](#)

**Certificate of Good Standing - USPS Mail Delivery**

**\$10.00**

This is a paper certificate mailed to you from the Secretary of State's office within 2-3 business days.

[Continue to Order](#)

[↑ Back to Top](#)

**CERTIFICATE OF ORGANIZATION  
LIMITED LIABILITY COMPANY**

Nebraska Secretary of State  
State Capitol Building  
1445 "K" Street, Suite 2300  
Lincoln, NE 68509

Pursuant to Section 21-117 of the Nebraska Uniform Limited Liability Company Act, as amended, the undersigned person delivers this certificate of organization for filing by the Secretary of State:

1. The name of the limited liability company is:

**J & K DREAMS, LLC**

2. The street and mailing addresses of the initial designated office:

25744 South 12<sup>th</sup> Street, Martell, NE 68404

3. The name and street and mailing addresses and post office box number, if any, of the initial registered agent for service of process:

Name: Joachim Davis  
Street Address: 25744 South 12<sup>th</sup> Street, Martell, NE 68404  
Mailing Address: 25744 south 12<sup>th</sup> Street, Martell, NE 68404

4. If the company is organized to render a professional service, the professional services its members, managers, professional employees and agents are licensed or otherwise legally authorized to render in Nebraska: *Not applicable.*
5. Effective date of this filing if not the date of filing is: *Not applicable.*

Courtney R. Faller, Organizer

By: Courtney Faller  
Courtney R. Faller

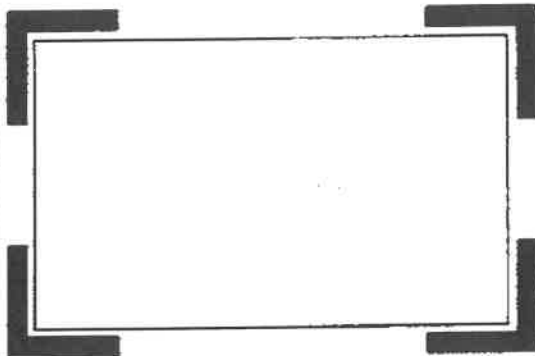
Date: November 3, 2023.

# MANAGER APPLICATION FORM 103

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
EMAIL: [lcc.frontdesk@nebraska.gov](mailto:lcc.frontdesk@nebraska.gov)  
WEBSITE: [www.lcc.nebraska.gov](http://www.lcc.nebraska.gov)

License  
Class: \_\_\_\_\_

License Number: \_\_\_\_\_



### MANAGER MUST:

- Be at least 21-years of age
- Complete all sections of the application.
- Form must be signed by a **member or corporate officer**
- Include Form 147 –Fingerprints are required
- Provide a copy of one of the following: US birth certificate, US Passport, naturalization papers OR legal resident documentation
- Be a resident of the state of Nebraska and if an US citizen be a registered voter in the State of Nebraska
- Spouse who **will** participate in the business, the spouse must meet the same requirements as the manager applicant:

Spouse who **will not** participate in the business

- Complete the Spousal Affidavit of Non Participation (Form 116). **Be sure to complete both halves of this form.**

### CORPORATION/LLC INFORMATION

Name of Corporation/LLC: J & K Dreams, LLC

### PREMISES INFORMATION


Premises Trade Name/DBA: Hickman Bar & Grill

Premises Street Address: 107 Locust St

City: Hickman County: Lancaster Zip Code: 68372

Premises Phone Number: 402-792-2322

Premises Email address: hbg2023@gmail.com



### **SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER**

The individual whose name is listed as a corporate officer or managing member as reported or listed with the Commission.

\_\_\_\_\_  
[Signature Line]

**MANAGER INFORMATION**

Last Name: Davis First Name: Joachim MI: J

Home Address: 25744 S 12th St

City: Martell County: Lancaster Zip Code: 68404

Home Phone Number: 402-480-5176

Driver's License Number: [REDACTED]

Social Security Number: [REDACTED]

Date of Birth: [REDACTED] Place of Birth: [REDACTED]

Email address: hbg2023@gmail.com

Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)

YES  NO

**Spouse's Information**

Spouses Last Name: Davis First Name: Kimberly MI: K

Social Security Number: 508-11-4150

Driver's License Number: H12328182

Date of Birth: 7/13/1979 Place of Birth: Superior

**APPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST TEN (10) YEARS**

APPLICANT			SPOUSE		
CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Martell, NE	2002	Present	Martell, NE	2002	Present

**MANAGER'S LAST TWO EMPLOYERS**

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2009	Present	Ambition Electric	Self	402-480-5176
2022	Present	Steve's Garage Door	Self	402-480-5176

**1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.**

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea, include traffic violations. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES       NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Joachim Davis	5/28/1997	Lincoln, NE	Unlawful entry without permit	Guilty plea
Joachim Davis	4/8/1998	Lincoln, NE	Unlawful entry without permit	Guilty plea
Joachim Davis	6/23/1998	Lincoln, NE	Occupy business parking lot after hour	Guilty plea
Joachim Davis	9/23/1998	Lincoln, NE	Occupy business parking lot after hour	Guilty plea
Joachim Davis	1997-2009	Lincoln, NE	Traffic tickets	Resolved by STOP class
Joachim Davis	1999	Lincoln, NE	Minor in possession	Resolved by STOP class

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

YES       NO

**IF YES,** list the name of the premise(s):

\_\_\_\_\_

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§§3-131.01) and do you intend to supervise, in person, the management of the business?

YES       NO

4. List the alcohol related training and/or experience (when and where) of the person making application.

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Joachim Davis	11/19/2023	Nebraska Alcohol Sales and Service Training
Kimberly Davis	11/21/2023	Nebraska Alcohol Sales and Service Training

\*For list of NLCC Certified Training Programs see [training](#)

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Joachim Davis, Bartender	2002-2003	Fosters Tap; Princeton, NE
Joachim Davis, Bartender	Nov. 2023-Present	Hickman Bar & Grill; Hickman, NE

5. Have you enclosed Form 147 regarding fingerprints?


YES       NO

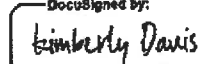
**PERSONAL OATH AND CONSENT OF INVESTIGATION  
SIGNATURE PAGE – PLEASE READ CAREFULLY**

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

*Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.*

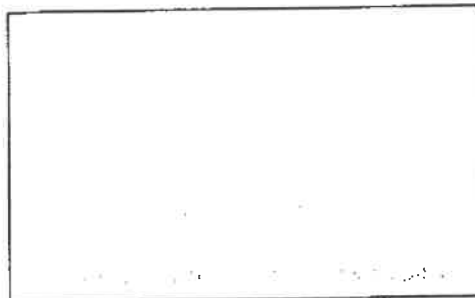
**Must be signed by applicant and spouse.**

DocuSigned by:  
  
298BC58D994247C...  
\_\_\_\_\_  
Signature of **APPLICANT**  
**Joachim Davis**  
\_\_\_\_\_  
Printed Name of **APPLICANT**

DocuSigned by:  
  
8D6EA6BD0A82F450...  
\_\_\_\_\_  
Signature of **SPOUSE**  
**Kimberly Davis**  
\_\_\_\_\_  
Printed Name of **SPOUSE**

**PRIVACY ACT STATEMENT/  
SUBMISSION OF FINGERPRINTS /  
PAYMENT OF FEES TO NSP-CID**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: www.lcc.nebraska.gov



**THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:  
DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:**

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of \$45.25 per person **MUST** be made **DIRECTLY** to the Nebraska State Patrol;  
It is recommended to make payment through the NSP PayPort online system at [www.ne.gov/go/nsp](http://www.ne.gov/go/nsp)  
Or a check made payable to **NSP** can be mailed directly to the following address:  
**\*\*\*Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License\*\*\***

The Nebraska State Patrol – CID Division  
4600 Innovation Drive  
Lincoln, NE 68521

- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID  
*Applicant(s) will not have cards to include with license application.*
- Fingerprints taken at local law enforcement offices may be released to the applicants;  
*Fingerprint cards should be submitted with the application.*

*Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.*

**\*\*\*\*Please Submit this form with your completed application to the Liquor Control Commission\*\*\*\***

Trade Name Hickman Bar & Grill

Name of Person Being Fingerprinted: Joachim Davis

Date of Birth: [REDACTED] Last 4 SSN: [REDACTED]

Date fingerprints were taken: 11/16/2023

Location where fingerprints were taken: NSP: Lincoln, NE

How was payment made to NSP?

NSP PAYPORT  CASH  CHECK SENT TO NSP CK # 1601

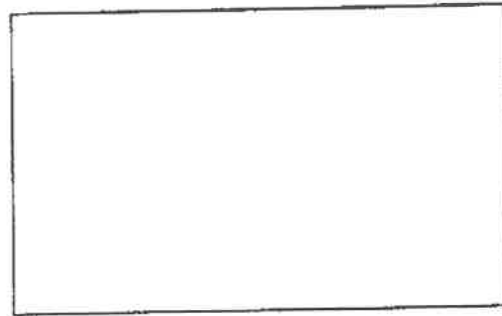
My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES

208BC560994247C...

**SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED**

**PRIVACY ACT STATEMENT/  
SUBMISSION OF FINGERPRINTS /  
PAYMENT OF FEES TO NSP-CID**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: www.lcc.nebraska.gov



**THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:  
DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:**

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of **\$45.25** per person **MUST** be made **DIRECTLY** to the Nebraska State Patrol;  
It is recommended to make payment through the **NSP PayPort** online system at [www.ne.gov/go/nsp](http://www.ne.gov/go/nsp)  
Or a check made payable to **NSP** can be mailed directly to the following address:  
**\*\*\*Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License\*\*\***  
The Nebraska State Patrol – CID Division  
4600 Innovation Drive  
Lincoln, NE 68521
- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID  
*Applicant(s) will not have cards to include with license application.*
- Fingerprints taken at local law enforcement offices may be released to the applicants;  
*Fingerprint cards should be submitted with the application.*

*Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.*

**\*\*\*\*Please Submit this form with your completed application to the Liquor Control Commission\*\*\*\***

Trade Name Hickman Bar & Grill

Name of Person Being Fingerprinted: Kimberly Davis

Date of Birth: [REDACTED] Last 4 SSN: [REDACTED]

Date fingerprints were taken: 11/16/2023

Location where fingerprints were taken: NSP; Lincoln, NE

How was payment made to NSP?

NSP PAYPORT  CASH  CHECK SENT TO NSP CK # 1601

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES

Kimberly Davis  
8D8EAB8DAB2F450...

**SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED**



[Back to Lookup](#) / [Registrant Detail](#)

# Joachim J Davis

Political Party  
**Democratic**

Precinct  
**South Pass**

## Election Details

11/08/2022 2022 General Election

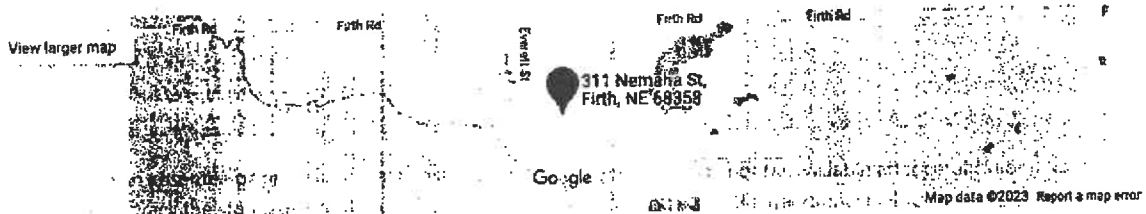
We did not find an absentee or provisional ballot associated with this election (may not be available after certification). Note: This website does not track the status of a traditional ballot voted at the polls. If you voted a traditional ballot at the polls, your ballot was accepted and counted.

## Polling Location

**Firth Community Center**

📍 311 Nemaha St Firth, NE 68358

Precinct: South Pass



## Sample Ballots

 [SOUTH PASS STYLE 2.pdf](#)

## Ballot Styles

Spass.2

## Districts

Show ▾

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[Back to Lookup](#) / [Registrant Detail](#)

# Kimberly K Davis

Political Party  
Democratic

Precinct  
South Pass

## Election Details

11/08/2022 2022 General Election

We did not find an absentee or provisional ballot associated with this election (may not be available after certification). Note: This website does not track the status of a traditional ballot voted at the polls. If you voted a traditional ballot at the polls, your ballot was accepted and counted.

## Polling Location

Firth Community Center

311 Nemaha St Firth, NE 68358  
Precinct: South Pass

[View larger map](#)



## Sample Ballots

[SOUTH PASS STYLE 2.pdf](#)

## Ballot Styles

Spass.2

## Districts

Show

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# SureSellNow.com

## Responsible Alcohol Server Certification

This Certificate of Completion is to Certify that

**JOACHIM DAVIS**

has met all training requirements and successfully completed the following course and or exam

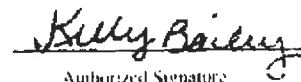
**Nebraska Alcohol Sales and Service Training**

Certificate Number: 75936

Completion Date: 11-19-2023

Expiration Date: 11-18-2026

This course is approved by the Nebraska Liquor Control Commission (LCC). This training complies with all standards under Title 237 of Nebraska State Law.



Authorized Signature

Diversys Learning, Inc  
101 Arrow Point Drive, Suite 302  
Cedar Park, TX 78613  
SureSellNow.com

# SureSellNow

Responsible Alcohol Sales Certification

This Certificate of Completion is to Certify that

**KIMBERLY DAVIS**

has met all training requirements and successfully completed the following course and/or exam

**Nebraska Alcohol Sales and Service Training**

Certificate Number: 75941

Completion Date: 11/21/2023

Expiration Date: 11/20/2026

This course is approved by the Nebraska Liquor Control Commission (LCC). This training complies with all standards under Title 237 of Nebraska State Law.

*Kelly Bailey*  
Authorized Signature

Diversys Learning, Inc.  
1101 Arrow Point Drive, Suite 302  
Cedar Park, TX 78612  
SureSellNow.com

# Commercial Lease Agreement

This Lease is made this 27<sup>th</sup> day of November (Month), 2023 (Year) by and between KHJ Investments, LLC (hereinafter "Landlord") and J&K Dreams, LLC (hereinafter "Tenant"). In consideration for the mutual promises and covenants contained herein, and for other good and valuable consideration, the parties hereby agree as follows:

1. The Landlord leases to the Tenant, and the Tenant rents from the Landlord the following described premises:  
107 Locust Street Hickman, NE 68372
2. The term of the Lease shall be for 60 months commencing 11/30/23 and ending 11/30/28.
3. The Tenant shall pay to Landlord as rent \$ 3,600 per year in equal monthly installments of \$ 3,000 payable in advance N/A (Time Period).
4. This Lease is subject to all present or future mortgages affecting the premises.
5. Tenant shall use and occupy the premises only as a Bar & Grill (Tenant Rental Status) subject at all times to the approval of the Landlord.
6. The Tenant shall not make any alterations, additions or improvements to the premises without the prior written consent of the Landlord.
7. The Landlord, at his own expense, shall furnish the following utilities or amenities for the benefit of the Tenant:  
None
8. The Tenant, at his own expense, shall furnish the following:  
All building & business expenses, including maintenance
9. The Tenant shall purchase at his own expense public liability insurance in the amount of N/A as well as fire and hazard insurance in the amount of \$ N/A for the premises and shall provide satisfactory evidence thereof to the Landlord and shall continue same in force and effect throughout the Lease term hereof.
10. The Tenant shall not permit or commit waste to the premises.
11. The Tenant shall comply with all rules, regulations, ordinances codes and laws of all governmental authorities having jurisdiction over the premises.
12. The Tenant shall not permit or engage in any activity that will effect an increase in the rate of insurance for the Building in which the premises is contained nor shall the Tenant permit or commit any nuisance thereon.
13. The Tenant shall not sublet or assign the premises nor allow any other person or business to use or occupy the premises without the prior written consent of the Landlord, which consent may not be unreasonably withheld.
14. At the end of the term of this Lease, the Tenant shall surrender and deliver up the premises in the same condition (subject to any additions, alterations or improvements, if any) as presently exists, reasonable wear and tear excluded.
15. Upon default in any term or condition of this Lease, the Landlord shall have the right to undertake any or all other remedies permitted by Law.
16. This Lease shall be binding upon, and inure to the benefit of, the parties, their heirs, successors, and assigns.

Signed this 27<sup>th</sup> day of November (Month) 2023 (Year).

  
Tenant

  
Landlord

# **Hickman Bar and Grill BUSINESS PLAN**

Prepared by:

Joachim J. Davis, Kimberly K. Davis

107 Locust St  
Hickman, Nebraska 68372  
402-792-2322

## I. EXECUTIVE SUMMARY

Hickman Bar and Grill (referred to from hereon in as the "Company") is intended to be established as a Limited Liability Company at 107 Locust St, Hickman, Nebraska 68372 with the expectation of rapid expansion in the food and entertainment industry. The Company solicits financial backing in order to be able to introduce its new service (described below).

### **Business Description**

The Company shall be formed as Limited Liability Company under Nebraska state laws and headed by Joachim J. Davis, Kimberly K. Davis.

Joachim has worked in food service in the past, including as a fill in cook for the current owner of the Hickman Bar. As well as he is a current business owner of two other nonrelated companies. Kimberly is a former employee for the Hickman Bar as well. She was a daytime cook for the current owner in 2015.

The Company will employ 1 full-time employees and 12 part-time employees.

### **Management Team**

The Company has assembled an experienced management team:

**Owner/Operator** - Joachim Davis, *14.5 years owner of Ambition Electric*  
*16 months owner of Steve's Garage Doors*  
*7+ years in food service*

### **Business Mission**

Provide great food, beverages and service to the Hickman community.

### **New Service**

The Company is prepared to introduce the following service to the market:

Food and Drink Provide food and beverages to patrons.

### **Funding Request**

The Company requests a total loan of \$300,000.00 over the course of 20 years, to be used for the following purposes:

The funds will be used to purchase the existing business in its entirety. Including the name, building, equipment, inventory, etc..

### **Purpose**

### **Loan Amount**

Long-term debt payment is a key feature of the Company's financial plan. We expect to break even within a 8 years time period following the introduction of our service. Financial predictions suggest a minimum 15% return on investment by the conclusion of the financing period.

## **II. BUSINESS SUMMARY**

### **Industry Overview**

In the United States, the food and entertainment industry presently makes 1,500,000,000 dollars in sales.

The bar business is a pretty steady business. Sporting events cause an increase in business throughout the year. Birthday parties, holidays, anniversary parties, etc, all give people a reason to get together and celebrate.

Research shows that consumers in this industry primarily focus on the following factors when making purchasing decisions: The city of Hickman and its population are growing at a rapid pace. The number of eating establishments is limited. Currently, Hickman Bar and Grill is one of four places to dine in the evenings, and the only place that serves adult beverages.

### **Business Goals and Objectives**

#### **Short Term:**

Grow the clientele. Bring back lunch service. Create a sports bar atmosphere.

#### **Long Term:**

Add on to the building to create more seating. Create a meeting room for other local businesses to use during the day.

### **Legal Issues**

The Company affirms that its promoters have acquired all legally required trademarks and patents.

### **III. MARKETING SUMMARY**

#### **Target Markets**

The Company's major target markets are as follows:

Hickman community and surrounding areas.

The estimated number of potential clients within the Company's geographic scope is 5,000.

#### **Pricing Strategy**

The Company has completed a thorough analysis of its competitors' pricing. Keeping in mind our competition's pricing and the costs of customer acquisition, we have decided on the following pricing strategy:

Competitive pricing. We will be in line with the other establishments within the area.

#### **Promotional Strategy**

The Company will promote sales using the following methods:

We will offer specials each day. We will rely heavily on word of mouth. We may also get into radio advertising in the near future.

#### **Services**

First-rate service is intended to be the focus of the Company and a cornerstone of the brand's success. All clients will receive conscientious, one-on-one, timely service in all capacities, be they transactions, conflicts or complaints. This is expected to create a loyal brand following and return business.

#### **IV. FINANCIAL PLAN**

Attached we have provided the following financial information:  
2021 & 2022 Tax Returns

RECOMMENDATION OF THE NEBRASKA LIQUOR CONTROL COMMISSION

Date Mailed from Commission Office: \_\_\_\_\_

I, \_\_\_\_\_ Clerk of \_\_\_\_\_  
(City, Village or County)

Nebraska, hereby report to the Nebraska Liquor Control Commission in accordance with Revised Statutes of Nebraska, Chapter 53, Sec. 134 (7) the recommendation of said city, village or county, as the case may be relative to the application for a license under the provisions of the Nebraska Liquor Control Act as applied for by:

J & K Dreams LLC dba Hickman Bar & Grill  
107 Locust St, Hickman / Lancaster County, 68372  
**Application for Class** CK - 126175  
**45 days** - 1.16.24

1. Notice of local hearing was published in a legal newspaper in or of general circulation in city, village or county, one time not less than 7 nor more than 14 days before time of hearing.

Check one Yes  No

The Statutes require that such hearing shall be held not more than 45 days after the date of receipt of this notice from the Commission.

2. Local hearing was held not more that 45 days after receipt of notice from the Nebraska Liquor Control Commission.

Check one Yes  No

3. Date of hearing of Governing Body: \_\_\_\_\_

4. Type or write the Motion as voted upon by the Governing Body. If additional Motions are made by the Governing Body, then use an additional page and follow same format.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Motion was made by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

6. Roll Call Vote: \_\_\_\_\_

\_\_\_\_\_

7. Check one: The motion passed: \_\_\_\_\_ The motion failed: \_\_\_\_\_

8. If the motion is for recommendation of denial of the applicant, then list the reasons of the governing body upon which the motion was made.

\_\_\_\_\_  
\_\_\_\_\_

(Attached additional page if necessary)

\_\_\_\_\_  
Clerk's name DATE \_\_\_\_\_

**CERTIFICATE OF PAYMENT NO. 3**



**Date of Issuance:** December 21, 2023

**Project:** Hickman WTP – 2<sup>nd</sup> Train, 2022, Hickman, Nebraska

**Project No.** 022-02777

**Contractor:** Midwest Mechanical (MWM) Industrial Services, LLC, PO Box 16, 2602 Niagara Trail, Logan, IA 51546

**DETAILED ESTIMATE**

Description	Unit Prices	Extension
Base Bid plus Alternate		
See Attached.		
<b>PLEASE REMIT PAYMENT TO:</b> Midwest Mechanical Industrial Services, LLC, PO Box 16, 2602 Niagara Trail, Logan, IA 51546		

Value of Work Completed: \$282,772.00

Original Contract Cost:	\$386,000.00
Approved Change Orders:	
No. <u>1</u>	\$ 7,543.00
No. <u>2</u>	\$ 7,078.00
Total Contract Cost:	\$400,621.00

Value of completed work and materials stored.....	\$282,772.00
Less retained percentage (5%).....	\$ 14,138.60
Net amount due including this estimate.....	\$268,633.40
Less: Estimates previously approved:	

No. 1	<u>\$98,325.00</u>	No. 2	<u>\$121,125.00</u>	No. 3	<u>\$</u>
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Total Previous Estimates	\$219,450.00
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<b>NET AMOUNT DUE THIS ESTIMATE</b>	<b>\$ 49,183.40</b>
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The undersigned hereby certifies, based upon periodic observations as set forth in scope of work and the data included in all applicable payment applications that, to the best of its knowledge, information and belief: (1) the work has progressed as indicated in the applicable payment applications; (2) the work performed and materials delivered by Contractor are in conformance with the plans and specifications; and (3) the Contractor, in accordance with the contract, is entitled to payment as indicated above.

This certification does not constitute a warranty or guarantee of any type. Client shall hold its Contractor solely responsible for the quality and completion of the Project, including construction in accordance with the construction documents. Any duty or obligation of Olsson hereunder is for the sole benefit of the Client and not for any third party, including the Contractor or any Subcontractor.

cc: City of Hickman, Owner  
MWM Industrial, Contractor  
Olsson Project File

**OLSSON**  
By: 



**Progress Estimate - Lump Sum Work**

**Contractor's Application**

For (Contract):	Hickman WTP 2nd Train Expansion	Application Number:	03
Application Period:	11/23/2023-12/20/2023	Application Date:	12/20/2023

A		B	Work Completed		E	F		G
Specification Section No.	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
006113	BONDS	\$ 6,000.00	\$ 6,000.00		\$ -	\$ 6,000.00	100.00%	\$ -
007300	GENERAL CONDITIONS	\$ 18,000.00	\$ 12,000.00	\$ 4,000.00	\$ -	\$ 16,000.00	88.89%	\$ 2,000.00
024119	SELECTIVE DEMO	\$ 20,250.00	\$ 18,000.00	\$ 2,250.00	\$ -	\$ 20,250.00	100.00%	\$ -
031000	CONCRETE FORMING	\$ 3,500.00	\$ 3,500.00	\$ -	\$ -	\$ 3,500.00	100.00%	\$ -
032000	CONCRETE REINFORCING	\$ 2,500.00	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00	100.00%	\$ -
033000	CIP CONCRETE	\$ 16,000.00	\$ 16,000.00	\$ -	\$ -	\$ 16,000.00	100.00%	\$ -
055000	METAL FABRICATIONS	\$ 4,000.00	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00	100.00%	\$ -
055313	BAR GRATING	\$ 8,000.00	\$ -	\$ 8,000.00	\$ -	\$ 8,000.00	100.00%	\$ -
079200	JOINT SEALANTS	\$ 1,500.00	\$ 750.00	\$ 750.00	\$ -	\$ 1,500.00	100.00%	\$ -
099000	PAINT COATINGS	\$ 6,000.00	\$ -	\$ -	\$ -	\$ -		\$ 6,000.00
099600	HI-PERF COATINGS	\$ 6,000.00	\$ -	\$ -	\$ -	\$ -		\$ 6,000.00
220000	PLUMBING	\$ 34,500.00	\$ 34,500.00	\$ -	\$ -	\$ 34,500.00	100.00%	\$ -
260000	ELECTRICAL	\$ 59,500.00	\$ -	\$ 11,900.00	\$ -	\$ 11,900.00	20.00%	\$ 47,600.00
310516	AGGREGATES FOR EARTHWORK	\$ 4,500.00	\$ 4,500.00	\$ -	\$ -	\$ 4,500.00	100.00%	\$ -
312000	EARTH MOVING	\$ 6,000.00	\$ 6,000.00	\$ -	\$ -	\$ 6,000.00	100.00%	\$ -
329200	TURF & GRASSES	\$ 6,200.00	\$ -	\$ -	\$ -	\$ -		\$ 6,200.00
330110.58	DISINFECTION OF UTILITIES	\$ 6,000.00	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 3,000.00	50.00%	\$ 3,000.00
333100	SANITARY SEWER PIPING	\$ 9,450.00	\$ 9,450.00	\$ -	\$ -	\$ 9,450.00	100.00%	\$ -
400506	PROCESS PIPE SPECIALTIES	\$ 3,500.00	\$ 2,500.00	\$ 850.00	\$ -	\$ 3,350.00	95.71%	\$ 150.00
400507	HANGERS & SUPPORTS	\$ 5,000.00	\$ 1,000.00	\$ 3,500.00	\$ -	\$ 4,500.00	90.00%	\$ 500.00
400519	DUCTILE IRON PROCESS PIPE	\$ 22,500.00	\$ -	\$ -	\$ 17,000.00	\$ 17,000.00	75.56%	\$ 5,500.00
400531	PVC PIPE	\$ 20,500.00	\$ 2,500.00	\$ 7,750.00	\$ -	\$ 10,250.00	50.00%	\$ 10,250.00
400553	INDENTIFICATION (TAGS) FOR PROCESS PIPE	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -		\$ 5,000.00
400563	BALL VALVES	\$ 8,500.00	\$ -	\$ 7,500.00	\$ 500.00	\$ 8,000.00	94.12%	\$ 500.00
400564	BUTTERFLY VALVES	\$ 24,000.00	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00	83.33%	\$ 4,000.00
400567	PRESSURE RELIEF VALVES	\$ 6,250.00	\$ -	\$ -	\$ 5,000.00	\$ 5,000.00	80.00%	\$ 1,250.00
402414	CHLORINE PIPING	\$ 1,300.00	\$ 300.00	\$ 1,000.00	\$ -	\$ 1,300.00	100.00%	\$ -
406343	PLC'S	\$ 10,000.00	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00	50.00%	\$ 5,000.00
432313	HORIZONTAL CENTRIFUGAL PUMPS	\$ 8,500.00	\$ 2,000.00	\$ 6,500.00	\$ -	\$ 8,500.00	100.00%	\$ -
463111	CHLORINE GAS EQUIPMENT	\$ 29,550.00	\$ -	\$ 27,000.00	\$ -	\$ 27,000.00	91.37%	\$ 2,550.00
466121	PRESSURE FILTER TANKS	\$ 23,500.00	\$ 13,000.00	\$ 7,500.00	\$ -	\$ 20,500.00	87.23%	\$ 3,000.00
CO1	Change Order 1 - Valves & Piping	\$ 7,543.00	\$ -	\$ 3,772.00	\$ -	\$ 3,772.00	50.01%	\$ 3,771.00
CO2	Change Order 2 - Layne Christensen & Pipe Support	\$ 7,078.00	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00	21.19%	\$ 5,578.00
						\$ -		\$ -
						\$ -		\$ -
						\$ -		\$ -
	<b>Totals</b>	<b>\$ 400,621.00</b>	<b>\$ 140,000.00</b>	<b>\$ 120,272.00</b>	<b>\$ 22,500.00</b>	<b>\$ 282,772.00</b>	<b>70.58%</b>	<b>\$ 117,849.00</b>





**CERTIFICATE OF PAYMENT NO. 2**



**Date of Issuance:** January 4, 2024

**Project:** Water Treatment Equipment Procurement 2022, Hickman, Nebraska  
**Project No.** 022-02777

**Contractor:** Layne Christensen Co, Water Resources/Treatment, 1811 S. Alma School Road, Suite 260, Mesa, AZ 85210

**DETAILED ESTIMATE**

Description	Unit Prices	Extension
Base Bid (including sales tax)* - Retainage Not Required		
See Attached.		
Layne agreed to a \$2,789.50 reduction in the contract amount due to the control panel location correction (1/2 of the additional electrical work required) on December 7, 2023.		
*Note: Layne referenced "pilot test" which is a carry over from the 2009 project, and not applicable or included in this pay request.		
<b>PLEASE REMIT PAYMENT TO: Layne Christensen Co, PO Box 743609, Los Angeles, CA 90074-3609</b>		

Value of Work Completed: \$445,859.20

Original Contract Cost:	\$557,324.00
Contract Reduction:	\$ -2,789.50
Total Contract Cost:	\$554,534.00

Value of completed work and materials stored.....	\$443,069.70
Less retained percentage (N/A%).....	\$ 0.00
Net amount due including this estimate.....	\$443,069.70
Less: Estimates previously approved .....	\$275,842.50

No. 1    \$167,197.20    No. 2    \$ \_\_\_\_\_    No. 3    \$ \_\_\_\_\_

Total Previous Estimates \$167,197.20


**NET AMOUNT DUE THIS ESTIMATE** **\$275,872.50**

The undersigned hereby certifies, based upon periodic observations as set forth in scope of work and the data included in all applicable payment applications that, to the best of its knowledge, information and belief: (1) the work has progressed as indicated in the applicable payment applications; (2) the work performed and materials delivered by Contractor are in conformance with the plans and specifications; and (3) the Contractor, in accordance with the contract, is entitled to payment as indicated above.

This certification does not constitute a warranty or guarantee of any type. Client shall hold its Contractor solely responsible for the quality and completion of the Project, including construction in accordance with the construction documents. Any duty or obligation of Olsson hereunder is for the sole benefit of the Client and not for any third party, including the Contractor or any Subcontractor.

**OLSSON, INC.**

**CITY OF HICKMAN, NE**

By: 

By: \_\_\_\_\_

cc: City of Hickman, Owner                      Layne Christensen Company, Contractor                      Olsson Project File



**Water Resources – Water Treatment**  
1811 S Alma School Road, Suite 260  
Mesa, Arizona 85210

T 602-345-8600  
[graniteconstruction.com](http://graniteconstruction.com)

October 23, 2023

Olsson  
601 P Street, Suite 200  
Lincoln, NE 68508-2304

Re: City of Hickman  
Water Treatment Equipment Procurement 2022  
Project No. 022-02777  
Layne Project No. 1160892 – Pay Application 2

Please find enclosed Application and Certificate for Payment 2, Layne invoice 2590449, in the amount of ~~\$278,662.00~~. This request is for After receipt of the Goods has been acknowledged (50%). ~~278,662.00~~ 275,872.50

If you have any questions or require additional information, I can be reached at (602) 345-8574, or email [brian.walsh@gcinc.com](mailto:brian.walsh@gcinc.com).

Thank you for your attention to this payment request and please do not hesitate to contact me.

Sincerely,

*Brian Walsh*

Project Manager  
Layne Christensen Company



A GRANITE COMPANY

**INVOICE**

Inv No.: 2590449

Page 1 of 1

**LAYNE CHRISTENSEN COMPANY**

Remit To: PO BOX 743609 LOS ANGELES CA 90074-3609	858 - WRD WATER TREATMENT PH: 262-246-4646 - FAX: 262-246-4784	CUSTOMER PO#: 022-02777 WO#: LAYNE JOB #: 1160892
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<b>Sold To:</b> 892069 HICKMAN, CITY OF ATTN: ACCOUNTS PAYABLE PO BOX 127 HICKMAN, NE 68372-0127	<b>Notes:</b>
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INV DATE	DUE DATE	ACCOUNT MANAGER	PROJECT MANAGER	TERMS
10/23/2023	12/22/2023	HARRIS, BRADLEY A.	MCCARTNEY, JEFFREY C	NET 60 Days
QTY / Units	UOM	----- Remark -----	Unit Price	Total

**WATER TREATMENT EQUIPMENT PROCUREMENT 2022  
PAYMENT APPLICATION 2**

1.00	LS	* After receipt of the Goods has been acknowledged (50%)	\$264,134.60	\$264,134.60
<b>Sub Total ==&gt;</b>				<u>\$264,134.60</u>

<b>Total Taxable Amount</b>	<b>\$264,134.60</b>
<b>Total Tax Amount</b>	<b>\$14,527.40</b>
<b>Total Retainage Amount - 0%</b>	<b>\$0.00</b>
<b>Total Invoice Amount</b>	<b>\$278,662.00</b>

Less \$2,789.50  
= 275,872.50

Layne Christensen Company will institute a late payment charge at a rate of 18% per annum (unless a lower rate is required under law, in which case the lower rate will apply) for all payments not made on or before the due date. It is the policy of Layne Christensen to preserve all lien and payment bond rights where available. All notifications are sent strictly for this purpose.

# APPLICATION AND CERTIFICATE FOR PAYMENT

SUBMITTED TO: <b>City of Hickman</b> 115 LOCUST ST HICKMAN, NE 68372	PROJECT: <b>WT Equipment Procurement 2022</b> 23100 S 68TH ST HICKMAN, NE 68372	APPLICATION NO.: <b>2</b> APPLICATION DATE: <b>10/23/23</b> PERIOD TO: <b>05/01/23-10/31/23</b> LAYNE PROJECT NO.: <b>1160892</b> AGREEMENT DATE: <b>07/26/22</b> PROJECT NO. <b>022-02777</b> LAYNE INVOICE NO.: <b>2590449</b>
SUBMITTED FROM: <b>Layne Christensen Company</b> 1811 S ALMA SCHOOL RD STE 260 MESA, AZ 85210-3042	ENGINEER: <b>Olsson</b> 601 P ST STE 200 LINCOLN, NE 68508-2304	DISTRIBUTION: <input type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input checked="" type="checkbox"/> ENGINEER <input type="checkbox"/> GC <input type="checkbox"/> OTHER

CONTRACT FOR: **Water Treatment Equipment Procurement 2022**

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheets are attached to substantiate this Application.

ORIGINAL CONTRACT SUM.....	\$	557,324.00
NET CHANGE BY CHANGE ORDERS.....	\$	-2789.50
CONTRACT SUM TO DATE.....	\$	<del>557,324.00</del>
TOTAL COMPLETED AND STORED TO DATE.....	\$	554,534.00
		<del>445,859.20</del>
RETAINAGE:		443,069.70
0 % OF PREVIOUS APP.	\$	-
0 % OF REQ. THIS PERIOD	\$	-
0 % OF STORED MATERIAL	\$	-
TOTAL RETAINAGE.....	\$	-
TOTAL EARNED LESS RETAINAGE.....	\$	<del>445,859.20</del>
LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$	443,069.70
SALES TAX @ 0.00%.....	\$	14,527.40
CURRENT PAYMENT DUE.....	\$	<del>278,662.00</del>
BALANCE TO FINISH INCLUDING RETAINAGE.....	\$	275,872.50
		111,464.80

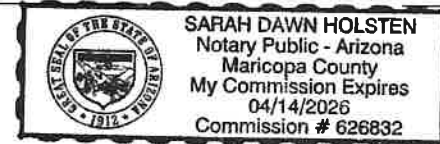
(See Continuation Sheet for Original Contract and Change Order Breakdown.)

The undersigned Contractor certifies that to the best of their knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the undersigned for Work covered by previous Certificates for Payment where payments have been received from Owner, and the current payment shown herein is now due.

CONTRACTOR: Layne Christensen Company  
 By: Brian Walsh  
 Brian Walsh, Project Manager

Date: 10-23-2023

State of ARIZONA  
 County of MARICOPA



Subscribed and sworn to before me this 23rd day of October, 2023.

[Signature]  
 Notary Public

## ARCHITECT/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this Application, the Architect/Engineer certifies that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Construction Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ \_\_\_\_\_  
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheets that changed to conform to the amount certified.)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

A	B	C-1	C-2	C-3	D	E	F	G		H	I
Item Number	Description of Work	Scheduled Value	Contract Modification	Adjusted Value	Previous Applications	Requisition This Period	Stored Materials	Total Completed & Stored To Date	% Comp.	Balance To Finish	Retainage 0%
<b>1160892</b>	<b>Original Contract</b>										
OC-001	After approval by Engineer of all Shop Drawings and of all Samples (30%)	\$ 158,480.76	\$ -	\$ 158,480.76	\$ 158,480.76	\$ -	\$ -	\$ 158,480.76	100%	\$ -	\$ -
OC-002	After receipt of the Goods has been acknowledged (50%)	\$ 264,134.60	\$ -	\$ 264,134.60	\$ -	\$ 264,134.60	\$ -	\$ 264,134.60	100%	\$ -	\$ -
OC-003	After completion of selected Special Services including installation oversight, startup, testing, and submittal of O&M Manual (10%)	\$ 52,826.92	\$ -	\$ 52,826.92	\$ -	\$ -	\$ -	\$ -	0%	\$ 52,826.92	\$ -
OC-004	Final Acceptance (10%)	\$ 52,826.92	\$ -	\$ 52,826.92	\$ -	\$ -	\$ -	\$ -	0%	\$ 52,826.92	\$ -
OC-005		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
	Subtotal - Original Contract	\$ 528,269.20	\$ -	\$ 528,269.20	\$ 158,480.76	\$ 264,134.60	\$ -	\$ 422,615.36	80%	\$ 105,653.84	\$ -
	<b>TOTAL</b>	<b>\$ 528,269.20</b>	<b>\$ -</b>	<b>\$ 528,269.20</b>	<b>\$ 158,480.76</b>	<b>\$ 264,134.60</b>	<b>\$ -</b>	<b>\$ 422,615.36</b>	<b>80%</b>	<b>\$ 105,653.84</b>	<b>\$ -</b>
<b>1160892</b>	<b>Change Orders</b>										
CCO-001		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
CCO-002		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
CCO-003		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
CCO-004		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
CCO-005		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
	Subtotal - Change Orders	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
	<b>TOTAL</b>	<b>\$ 528,269.20</b>	<b>\$ -</b>	<b>\$ 528,269.20</b>	<b>\$ 158,480.76</b>	<b>\$ 264,134.60</b>	<b>\$ -</b>	<b>\$ 422,615.36</b>	<b>80%</b>	<b>\$ 105,653.84</b>	<b>\$ -</b>
<b>1160892</b>	<b>Sales Tax</b>										
ST-001	After approval by Engineer of all Shop Drawings and of all Samples (30%)	\$ 8,716.44	\$ -	\$ 8,716.44	\$ 8,716.44	\$ -	\$ -	\$ 8,716.44	100%	\$ -	\$ -
ST-002	After receipt of the Goods has been acknowledged (50%)	\$ 14,527.40	\$ -	\$ 14,527.40	\$ -	\$ 14,527.40	\$ -	\$ 14,527.40	100%	\$ -	\$ -
ST-003	After completion of selected Special Services including installation oversight, startup, testing, and submittal of O&M Manual (10%)	\$ 2,905.48	\$ -	\$ 2,905.48	\$ -	\$ -	\$ -	\$ -	0%	\$ 2,905.48	\$ -
ST-004	Final Acceptance (10%)	\$ 2,905.48	\$ -	\$ 2,905.48	\$ -	\$ -	\$ -	\$ -	0%	\$ 2,905.48	\$ -
ST-005		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
	Subtotal - Sales Tax	\$ 29,054.80	\$ -	\$ 29,054.80	\$ 8,716.44	\$ 14,527.40	\$ -	\$ 23,243.84	80%	\$ 5,810.96	\$ -
	<b>GRAND TOTAL</b>	<b>\$ 557,324.00</b>	<b>\$ -</b>	<b>\$ 557,324.00</b>	<b>\$ 167,197.20</b>	<b>\$ 278,662.00</b>	<b>\$ -</b>	<b>\$ 445,859.20</b>	<b>80%</b>	<b>\$ 111,464.80</b>	<b>\$ -</b>

# CHANGE ORDER

No. 3



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

Project: Hickman WTP – 2 <sup>nd</sup> Train	Owner: City of Hickman, NE	Owner's Contract No.: n/a
Contract: Base Bid plus Alternate		Date of Contract: June 12, 2023
Contractor: Midwest Mechanical Industrial Services, LLC PO Box 16, 2602 Niagara Trail, Logan, Iowa 51546		Engineer's Project No.: 022-02777

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

Description:

1. Modifying existing chlorine water supply and chemical feed piping per Hawkins recommendation during on-site and start-up inspection Add \$7,878.00.

**Total Add of \$7,878.00**

Attachments: Attached CPR 7 (3 pages).

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price:  \$ <u>386,000.00</u>	Original Contract Times: Substantial Completion (days or date): <u>December 31, 2023</u> Ready for Final Payment (days or date): <u>February 29, 2024</u>
Increase from previously approved Change Order(s) No. 1 and 2:  \$ <u>14,621.00</u>	Increases from previously approved Change Order(s):  Substantial Completion (days or date): <u>31</u> Ready for Final Payment (days or date): <u>31</u>
Contract Price prior to this Change Order:  \$ <u>400,621.00</u>	Contract Times prior to this Change Order: Substantial Completion (days or date): <u>January 31, 2024</u> Ready for Final Payment (days or date): <u>March 31, 2024</u>
Increase of this Change Order:  \$ <u>7,878.00</u>	Increase of this Change Order: Substantial Completion (days or date): <u>5</u> Ready for Final Payment (days or date): <u>5</u>
Contract Price incorporating this Change Order:  \$ <u>408,499.00</u>	Contract Times with all approved Change Orders: Substantial Completion (days or date): <u>February 5, 2024</u> Ready for Final Payment (days or date): <u>April 5, 2024</u>

<p>RECOMMENDED:</p> <p>By: <u></u> Engineer (Authorized Signature)</p> <p>Title: <u>Senior Engineer</u></p> <p>Date: <u>January 5, 2024</u></p>	<p>ACCEPTED:</p> <p>By: _____ Owner (Authorized Signature)</p> <p>Title: _____</p> <p>Date: _____</p>	<p>ACCEPTED:</p> <p>By: <u></u> Contractor (Authorized Signature)</p> <p>Title: <u>Vice President</u></p> <p>Date: <u>01/05/2024</u></p>
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Approved by Funding Agency (if applicable):

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

cc: City of Hickman, MWM Industrial Services, Inc., Olsson (RPR and File)

# Change Proposal Request

Project Name: Hickman Water Treatment Plant - 2nd Train Expansion

MWMIS Proposal No: CPR 07 Date: 02-Jan-23  
 Change Proposal Request No: CPR 07  
 Description of Change: CPR 07 - Chlorine Line Modifications

**MWMIS Costs:**

ACTIVITY DESCRIPTION	QUANTITY	UNIT EQUIP.	EQUIP. COST	UNIT MATERIALS	MATERIAL COST	UNIT LABOR	LABOR COST	TOTALS
2" Core Drill	1.0 EA	185.00	\$185	0.00	-----	380.00	\$380	\$565
1 1/4" Pipe Fittings	9.0 EA	5.00	\$45	15.00	\$135	60.00	\$540	\$720
1 1/4" Pipe	20.0 LF	0.50	\$10	2.00	\$40	7.50	\$150	\$200
1 1/4" Check Valve	1.0 EA	5.00	\$5	42.09	\$42	60.00	\$60	\$107
1 1/4" Ball Valve	1.0 EA	5.00	\$5	45.62	\$46	60.00	\$60	\$111
1 1/4" Strainer	1.0 EA	5.00	\$5	563.29	\$563	60.00	\$60	\$628
2.5" Gauge Assembly	1.0 EA	5.00	\$5	205.00	\$205	135.00	\$135	\$345
1" Pipe Fittings	9.0 EA	5.00	\$45	18.00	\$162	60.00	\$540	\$747
1" Pipe	40.0 LF	0.50	\$20	2.00	\$80	7.50	\$300	\$400
1" Ball Valve	3.0 EA	5.00	\$15	45.62	\$137	60.00	\$180	\$332
Corp Stop Injector Assembly	1.0 EA	5.00	\$5	650.97	\$651	210.00	\$210	\$866
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<b>TOTALS</b>			\$345		\$2,061		\$2,615	\$5,021

Miscellaneous:

Burden	34.00% of Labor	\$889.00	
Small Tools	3.50% of Labor	\$92.00	
Expendables	3.00% of Labor	\$78.00	
Sales Tax	7.00% of Material	\$144.00	
	Miscellaneous Subtotal:	\$1,203.00	\$1,203.00
	<b>MWMIS Total:</b>		<b>\$6,224.00</b>

**Subcontracts:**

1) Hawkins Inc - Site Visit	\$610	
2)	\$0	
3)	\$0	
4)	\$0	
5)	\$0	
6)	\$0	
7)	\$0	
8)	\$0	
9)	\$0	
10)	\$0	
	<b>SUBCONTRACT TOTAL:</b>	\$610.00
		\$610.00

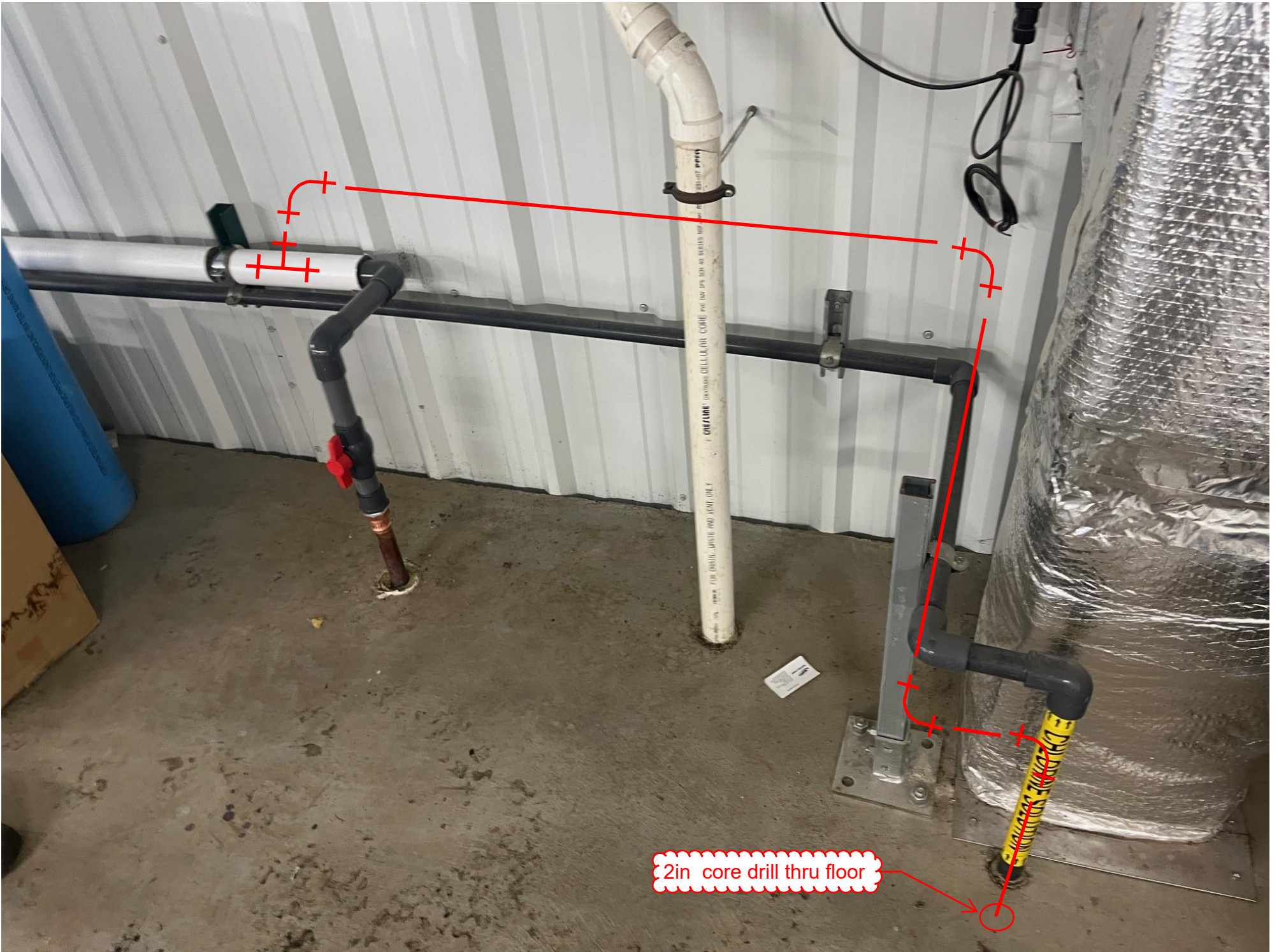
**Mark-ups:**

Cost of Work Subtotal	\$6,834.00
15% O & P on MWMIS Work	\$934.00
5% O & P on Subcontract Work	\$31.00
Subtotal:	\$7,799.00
1.01% Bond	\$79.00
	<b>\$7,878.00</b>

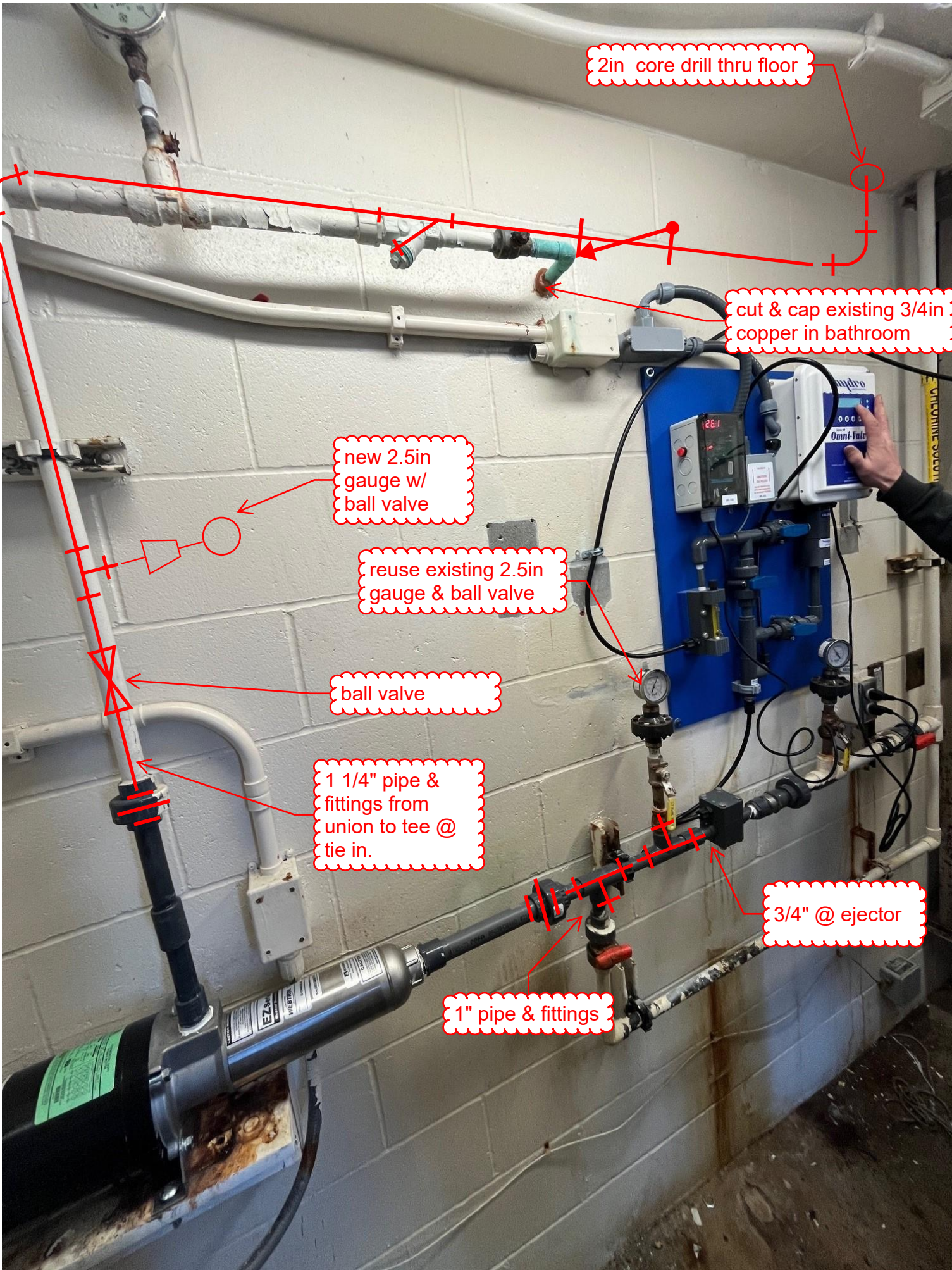
APPROVED BY:

\_\_\_\_\_  
 Engineer or Architect

\_\_\_\_\_  
 Date



2in core drill thru floor



2in core drill thru floor

cut & cap existing 3/4in copper in bathroom

new 2.5in gauge w/ ball valve

reuse existing 2.5in gauge & ball valve

ball valve

1 1/4" pipe & fittings from union to tee @ tie in.

3/4" @ ejector

1" pipe & fittings