

City Council Regular Meeting  
Tuesday, July 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 June 25, 2024, City Council Meeting Minutes

5.B. Claims and Accounts Payable Report

6. Proclamations, Presentations, Appointments, Affirmations & Introductions
  - 6.A. Presentation of Recommended Updates for the Neighborhood Block Party Permit Application & Policy by John Vik with Lancaster County Sheriffs Office
7. Reports
  - 7.A. Planning Commission Report
  - 7.B. Reading, Historical & Tech Center
  - 7.C. Lancaster County Sheriff's Office Report
  - 7.D. Community Center Report
  - 7.E. Water Department Projects
  - 7.F. Wastewater Treatment Plant Improvement Project Update
  - 7.G. Scotts Creek Trail Project Update
8. Public Hearings - None
9. Unfinished Business
  - 9.A. Consideration of Agreement with Davis Design for Hickman City Park Playground Donor Wall
10. New Business
  - 10.A. Consideration of Agreement with HBE CPA's & Consultants to Comprise the 2024-2025 State of Nebraska City/Village Budget Form
  - 10.B. Resolution 2024-08, League Association of Risk Management Interlocal Agreement for Insurance Pool Renewal
  - 10.C. Resolution 2024-09, Utility Easement, Hickman Hills Addition Outlot A
  - 10.D. Resolution 2024-10, Utility Easement Hickman Hills 1st Addition Lot 1
  - 10.E. Resolution 2024-11, Utility Easement Hickman Hills 1st Addition & 1st Addition Outlot A
11. City Administrator's Report

12. Governing Body Comments & Council Correspondence

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

13. Meeting Adjournment

## **MINUTES OF THE HICKMAN CITY COUNCIL MEETING HELD JUNE 25, 2024**

Mayor Phil Goering called the meeting to order at 7:00pm on June 25, 2024 and referenced the meeting recording process, optional sign in sheet, and open meeting law posting. All those present stood and recited The Pledge of Allegiance. Council Members, John Meese, Steve Noren, Doug Wagner, and Tina Ziemann were present for Roll Call. Council Members Dave Kulwicki and Travis Borchardt were excused from the meeting. Prior notice of the meeting and agenda were provided to the Mayor and all members of the Governing Body. Notice of the meeting was distributed and posted at Hickman City Hall, U.S. Post Office-Hickman, U-Stop Market and the City of Hickman Website.

### **Mayor Communications – None**

#### **Consent Agenda**

The City Administrator presented and discussed the June 11, 2024, Meeting Minutes, and line-item content of Claims Report with the Governing Body. The City Treasurer presented a Statement of Accounts, Budget Cash Report, and Monthly Sales Tax Report with the Governing Body. Motion by Council Member Ziemann and a second by Meese to approve the consent agenda. The following Council Members voted “YEA”: Meese, Noren, Wagner, and Ziemann. The following Council Members voted “NAY”: None. Motion passed 4-0.

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

Mayor invited Mr. Eric Casper with JEO to present the Terrace View Park Pickleball Concept to the Governing Body. Mr. Casper discussed the concept of a 3 pickleball courts with a tennis court, soccer field, playground equipment, restroom, and park shelters. The presented concept is estimated to cost \$3,305,033.00. No action taken.

Mayor Goering gave Oath of Office to the new Planning Commission Member, Mr. Charles Stewart.

Mayor Goering gave Oath of Office to the new Planning Commission Member, Mr. Lance Murry.

#### **Reports**

The Public Works Director presented the Public Works and Parks and Recreation Department Report.

The City Administrator presented the City Code Violations, Abatements, Nuisances and Permits.

The City Administrator presented the Water Department Projects and discussed that the Booster Pump project is currently being worked on.

Mr. Nate O’Keefe with Olssons presented the Wastewater Plant Improvements Update and discussed that the clarifier equipment arrived and that the Pay Certificate on New Business is for the clarifier equipment. There will possibly be a Change Order in the near future.

The City Administrator presented that the engineer for the Scotts Creek Trail Project would give an update with the New Business item 10. A.

Motion by Council Member Noren and a second by Ziemann to approve Reports Agenda. The following Council Members voted “YEA”: Meese, Noren, Wagner, and Ziemann. The following Council Members voted “NAY”: None. Motion passed 4-0.

### **Public Hearings – None**

#### **Unfinished Business**

The City Administrator presented and discussed Resolution 2024-06, MEMORANDUM OF UNDERSTANDING AS TO A PLAN OF AN ELECTRIC SYSTEM LEASE AGREEMENT THIS AGREEMENT made by and between NORRIS PUBLIC POWER DISTRICT, a political subdivision of the State of Nebraska, (“NORRIS”) and CITY OF HICKMAN, NEBRASKA, (“CITY”).

#### **RECITALS**

WHEREAS, NORRIS is organized and authorized to own and operate an electric distribution system, together with all required distribution and transmission lines necessary to provide electrical energy to its customers; and WHEREAS, the CITY is organized and authorized to own and operate an electric distribution system, together with all required distribution lines necessary to provide electrical energy to its customers; and WHEREAS, the customers

of the CITY are located adjacent to the NORRIS service territory; and WHEREAS, the CITY has examined its methods of doing business and determined that An Electric System Lease Agreement with NORRIS will best serve the interests of the customers and rate payers; and NOW, THEREFORE, in mutual consideration of the following covenants and agreements, the CITY and NORRIS adopt the following Memorandum of Understanding: PLAN OF AN ELECTRIC SYSTEM LEASE AGREEMENT IF THE RESOLUTION TO APPROVE THE ELECTRIC SYSTEM LEASE AGREEMENT AND TERMINATE THE WHOLESALE POWER AGREEMENT IS APPROVED BY BOTH THE NORRIS BOARD OF DIRECTORS AND THE HICKMAN CITY COUNCIL, THE FOLLOWING PROVISIONS WILL GOVERN THE TRANSACTION:

1. The Electric System Lease Agreement will be effective October 1, 2024 (the "Effective Date").
2. The CITY assumes all risk of loss, destruction or damage of the electric system due to weather, fire or other casualty prior to the Effective Date.
3. The CITY will perform all maintenance and required additions and upgrades to the electric system according to existing City Ordinances, specifications, and practices prior to the Effective Date at the CITY's cost.
4. NORRIS assumes all risk of loss, destruction, or damage of the electric system due to weather, fire or other casualty on or after the Effective Date.
5. NORRIS will perform all maintenance and required upgrades to the system on and after the Effective Date at NORRIS' cost as provided in NORRIS Service Regulations.
6. CITY shall be responsible for completion and all costs associated with the replacement and upgrade of the electric infrastructure for the Wagon Train Heights Subdivision Project, unless the Nebraska Department of Environment & Energy Grid Resiliency matching grant is not awarded to the CITY, in which case, NORRIS is responsible for installation costs and the CITY is responsible for materials and procurement costs, as detailed in Exhibit B of the Electric System Lease Agreement.
7. NORRIS will provide customer service personnel in the CITY Office on a temporary basis to assist City customers with the transition to NORRIS as their electric provider.
8. NORRIS will develop a rate transition plan with a rate consultant to convert CITY industrial electric rates to NORRIS electric rates within a five-year time period as allowed in Nebraska state statute 70-655 with all CITY industrial services being on the applicable NORRIS rate schedules by January 1, 2029.
9. CITY residential and general services customers will be included on the applicable NORRIS rate schedule on the Effective Date. City-owned electric services and City-owned street lighting will be included on the applicable Norris rate schedule on the Effective Date.
10. NORRIS will procure Advanced Metering Infrastructure (AMI) meters and related equipment and intends to install the AMI meters on or thereabouts the Effective Date and install the related equipment prior to the Effective Date. If the AMI meters and related equipment are not available for installation by the Effective Date, the City will read meters and submit meter readings on the first day of each month until NORRIS receives and coordinates the installation of the AMI meters and related equipment with the City.
11. NORRIS will return CITY owned meters to CITY as AMI meter exchanges are completed. CITY is responsible for sale or disposal of the meters.
12. NORRIS intends to bill for electric service on or around the sixth of each month with such billings being due on the twenty-third of each month for calendar month usage. NORRIS reserves the right to change the bill and due dates at its discretion in the future.
13. CITY will continue to bill for water, sewer, and other municipal services.
14. NORRIS will not initially require a deposit for electric services that are transferred to NORRIS on the Effective Date. NORRIS will follow its Service Regulations for determining deposit requirements for new or transferred electric services after the Effective Date.
15. CITY will be responsible for collecting the outstanding electric accounts receivable balances that are billed by the CITY and is responsible for determining the return of unused electric account deposits to customers.
16. CITY will determine electric physical inventory and supplies that are available for sale to NORRIS after the Effective Date. CITY and NORRIS will perform a physical inventory and reach an agreement in good faith for NORRIS to purchase from the CITY, except the CITY is responsible for material costs required to complete the Wagon Train Heights Subdivision Project, as detailed in Exhibit B of the Electric System Lease Agreement.
17. CITY will provide NORRIS electric service account information by June 1, 2024, and authorizes NORRIS to begin mapping with the assistance of the CITY and its engineering firm, taking inventory of the electric system, testing transformers for PCB's as necessary, labeling electric infrastructure, installing AMI infrastructure, and performing other similar tasks prior to the Effective Date.
18. CITY will provide electric easements to NORRIS upon request.
19. CITY and NORRIS agree to follow the provisions and responsibilities for Residential and Commercial Street Lighting, South 68<sup>th</sup> Street and Hickman Road Street Lighting, and Ball Field Lighting as detailed in Exhibit B of the Electric System Lease Agreement.
20. NORRIS will be responsible for and install the appropriate meter socket for unmetered CITY owned electric

services, at the NORRIS' cost, prior to the Effective Date.

21. NORRIS will provide right-of-way clearing after the Effective Date for trees, brush, and shrubs that interfere with CITY electric facilities as determined by NORRIS.

22. NORRIS is responsible for providing locating services within the CITY's electric service area, except for locating services required for underground conductor serving the CITY's streetlights. NORRIS will consider the CITY's offer to provide and bill NORRIS for locating services with an arrangement to be documented in a separate agreement.

23. NORRIS intends to provide public communication about the transition from the CITY to NORRIS as the community's electric service provider through a joint letter from the NORRIS General Manager and the CITY Mayor and/or CITY Administrator, with a Welcome to Norris publication, a featured article in the NORRIS Electric News Magazine, and with an open house. Dated: June 25, 2024.

The agreement with redline edits was attached for Council Members review. The City Administrator did reach out to Norris Public Power with the change request from City Council Members and Norris is staying strong with the original agreement. One correction that was made to language of the lease is the District will be responsible for setting new or replacement poles and maintenance of light fixtures and bulbs at District cost. The City would still be responsible for the installation of new and replacement foundations. With any new streetlights for new city subdivisions the developer would be responsible for those costs. With the Electrical Infrastructure of Wagon Train Heights Subdivision, per the request to remove the word at their discretion Norris did agree and removed that language. Mr. Vitosh made a statement that Norris Public Power strides to provide excellent customer service to its customers and if customers are not receiving the service they deserve Norris will replace the underground conductor even if it is not in their current work plan. Public Works Director discussed that they do have all parts on hand except for the needed wire.

Motion to pass Resolution 2024-06 by City Council Meeting by Council Member Wagner and a second by Noren. The following Council Members voted "YEA": Meese, Noren, Wagner, and Ziemann. The following Council Members voted "NAY": None. Motion passed 4-0.

### **New Business**

Mayor Goering presented Master Agreement Work Order: Agreement for Professional Services with Olsson on National Environmental Policy Act Categorical Exclusion for Federal Aid Recreational Trail Projects and Mr. Shane Huxoll with Olsson to address the Governing Body.

Mr. Huxoll gave an update on the Scotts Creek Trail Project being in a holding pattern, with the grant funding we must complete the NEPA process. With the Master Agreement Work Order for the NEPA process is to prepare documents and submit them to Nebraska Game and Parks, Federal Highway, back to Game and Parks and then back to us. The time for this information to be passed along with all the entities involved can take time. Motion by Council Member Meese and a second by Noren to approve Master Agreement Work Order: Agreement for Professional Services with Olsson on National Environmental Policy Act Categorical Exclusion for Federal Aid Recreational Trail Projects. The following Council Members voted "YEA": Meese, Noren, and Ziemann. The following Council Members voted "NAY": Wagner. Motion passed 3-1.

Mayor Goering presented Certificate of Payment No. 7 to Neuvirth Construction, Inc. for the Hickman Wastewater Treatment Plant Head Works and Final Clarifier Project in the Amount of \$411,154.00. Motion by Council Member Noren and a second by Ziemann to approve Certificate of Payment No. 7 to Neuvirth Construction, Inc. for the Hickman Wastewater Treatment Plant Head Works and Final Clarifier Project in the Amount of \$411,154.00. The following Council Members voted "YEA": Meese, Noren, Wagner, and Ziemann. The following Council Members voted "NAY": None. Motion passed 4-0.

The City Administrator discussed Consideration of Agreement with Davis Design for Hickman City Park Playground Donor Wall and that the City Attorney, Mr. Hoffschneider suggested to table to item and create a bill of sale for the transfer of personal property. Motion by Council Member Noren and a second by Ziemann to table Consideration of Agreement with Davis Design for Hickman City Park Playground Donor Wall until the July 9, 2024 City Council Meeting. The following Council Members voted "YEA": Meese, Noren, Wagner, and Ziemann. The following Council Members voted "NAY": None. Motion passed 4-0.

The City Administrator discussed Tort Claim Determination, Sewer Backup at 320 E. 1st Street was ran through the city insurance per City Council and was not formally denied by City Council. The claim was denied by insurance, their findings were that the city is not legally liable and not obligated to pay the claim. For the process there needs to be a denial by the City Council to not pay the claim. Motion by Council Wagner Noren and a second by Noren to not pay the Tort Claim Determination Sewer Backup at 320 E. 1st St. The following Council Members voted "YEA": Meese, Noren, Wagner, and Ziemann. The following Council Members voted "NAY": None. Motion passed 4-0.

The City Administrator discussed Tort Claim, Sewer Backup at 320 E. 1st Street, this is a secondary claim from the property owner as there was a secondary backup. Motion by Council Wagner and a second by Meese to deny the Tort Claim, Sewer Backup at 320 E. 1st Street. The following Council Members voted "YEA": Meese, Noren, Wagner, and Ziemann. The following Council Members voted "NAY": None. Motion passed 4-0. Motion by Council Wagner and a second by Ziemann to send the Tort Claim, Sewer Backup at 320 E. 1st Street for \$946.85 to the city's insurance for review. The following Council Members voted "YEA": Meese, Noren, Wagner, and Ziemann. The following Council Members voted "NAY": None. Motion passed 4-0.

City Clerk presented Resolution 2024-07, Gateway Administrative Service Agreement This Master Services Agreement (this "Agreement") is entered into by and between Xpress Solutions, Inc. ("Xpress") and Customer identified on the Order ("Customer"), together referred to as the "Parties" and each individually as a "Party." WHEREAS, Customer desires Xpress, and Xpress agrees to provide, Automated Clearing House (ACH) and other services to Customer as indicated in and subject to the terms and conditions of, this Agreement. NOW THEREFORE, in consideration of the mutual covenants contained herein, and the receipt of consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1.0 Term and Renewal: The Initial Term (the "Initial Term") of this Agreement shall be thirty-six (36) months from the date of this Agreement. This Agreement shall automatically renew for an additional twelve (12) months at the end of the Initial Term or any subsequent renewal term by the Customer upon the receipt by Xpress of the applicable Fees and under the same terms and conditions set forth herein, so long as the Customer is not and has not been in default in any term or condition of this Agreement. If Customer is a political subdivision, the parties agree that an automatic renewal cannot occur if Customer's governing board does not budget for payment of the Fees set forth in Section 2.0 in any given fiscal year of Customer.

2.0 Fees and Payments: Customer shall pay to Xpress a one-time set-up Fee, monthly maintenance, support, transaction and hosting Fees, and various additional Fees as set forth in the Order Form and Exhibit A (collectively the "Fees"). Xpress reserves the right to change the Fees at any time so long as Customer is provided no less than 30 days advance notice of a change. Customer authorizes Xpress to initiate an electronic ACH Debit Entry from Customer's bank account provided in Exhibit C on or about the 5th day of each month for the amount of all Fees that accrued during the prior month for any service, support, or maintenance Fee that is due as described in Exhibit A. If there are insufficient funds in Customer's account to cover the Debit, Xpress will contact Customer for resolution which will include resubmission up to three (3) times. This authorization may be revoked only by notifying Xpress in writing, which revocation shall take effect no later than five (5) business days after receipt by Xpress. Any outstanding Fees that are not paid when due shall bear interest at the rate of 18% per annum until the outstanding balance and all accrued interest are paid in full.

3.0 Services Provided; Obligations of Customer to ODFI: Transactions are placed through Xpress as a third-party sender of ACH transactions with Customer as the "originator" of those transactions under the Rules and Regulations described below. Xpress will send all transactions through an Originating Depository Financial Institution (ODFI) all in accordance with the terms of this Agreement, the Operating Rules of the National Automated Clearing House Association (NACHA) and the applicable Federal Regulations governing ACH transactions including, without limitation, the Electronic Funds Transfer Act and Regulation E (collectively the "Rules and Regulations"). Entry or Entries shall mean either a Credit Entry or a Debit Entry. Customer agrees to comply with Xpress' requests for record retention and signature authorization. Customer hereby grants to Xpress or its designee the right to audit these authorizations and Customer's record retention compliance, at no expense to Xpress. Customer hereby agrees to, and otherwise assumes, all obligations under the Rules and Regulations as an originator to the ODFI with respect to all Entries, which includes without limitation the unconditional obligation of Customer to pay and indemnify the ODFI for all Entries that are returned by any Receiving Depository Financial Institution (RDFI) for whatever reason. In addition to the other services referenced in this Agreement, Xpress will provide Customer with an internet payment system. Xpress has developed a web interface that can be used for payment of accounts using credit cards or electronic funds transfers (EFT). Xpress acts as

a payment gateway interface for Customer's account holders (the "End Users") to make payments. Xpress will facilitate the acquisition of the necessary merchant service accounts for credit cards. Xpress will provide the EFT and Lockbox services directly using its established banking relationships. Customer hereby authorizes Xpress to endorse checks and other payment items on behalf of Customer into an Xpress deposit account and deposit funds as necessary for the clearing of payments received for Customer. Xpress reserves the right to invest idle funds in its possession for the sole benefit of Xpress. Only merchant service accounts and electronic funds transfer accounts that are certified by Xpress may be used.

4.0 Support Services and Service Levels: Xpress will provide technical support services, including telephone, email (seven days a week), or other technology support implemented by Xpress, from 7:00 am to 6:00 pm (MST or MDT)

for customers within the United States. The maximum response time for service shall not exceed 5:00 pm (Customer local time) of the next business day following the request for service

by Customer. This support will be limited to the actual use of the Xpress internet payment system.

5.0 Software or Hardware: Customer will not receive any hardware or software from Xpress under this Agreement except as specified in Exhibit B. Customer will use its own computers and agrees to have internet services through an internet service provider. Customer agrees that the computers it uses will have sufficient memory and capacity to run at least Google Chrome, Microsoft Edge, or Mozilla Firefox.

6.0 Debit Authorization: Customer, as originator under the Rules and Regulations, hereby authorizes Xpress, or its designees, to initiate Debit and/or Credit Entries to Customer's bank account in accordance with this Agreement.

Xpress' authority will remain in full force and effect until either (a) 90 days after Xpress has received written notification from Customer of the termination of this Agreement to provide

Xpress reasonable opportunity to act upon any outstanding liabilities; or (b) all obligations of the Customer to Xpress that have arisen from this Agreement have been paid in full, including, but not limited to, those obligations described in this Agreement.

7.0 Accepting Transactions: Xpress will accept all completed batches from the Customer. Xpress is responsible for accepting and processing only those Entries that have been received in a proper format and on a timely basis. Any Entry returned to Xpress will be represented in accordance with the Rules and Regulations.

8.0 Returned Entries: Xpress will apply returned Entries to Customer's account when they are received. All returns will be processed and available through Xpress software, or by other means, as agreed to by Xpress and the Customer. With respect to each Notification of Change ("NOC") Entry or Corrected Notification of Change ("Corrected NOC") Entry transmitted by Xpress, the parties shall ensure that changes requested by the NOC or Corrected NOC are made by, or on behalf of, the Customer within six (6) banking days of Xpress receipt of the NOC information from the ODFI or prior to initiating another Entry to the Receiver's account, whichever is later.

9.0 Reports: Xpress will provide a detailed report of all funds transfers collected for the organization's account. All reporting will be via the Internet.

10.0 Limits of Xpress Liability: Xpress will be responsible for Xpress' performance in processing ACH services as a third-party sender of ODFI transactions in accordance with the terms of this Agreement, and the other applicable Rules and Regulations. Xpress does not accept responsibility for errors, acts or the failure of others to act, including, and among other entities, banks, communications carriers or clearing houses through which Entries may be originated or Xpress receives or transmits information, and no such entity shall be deemed Xpress' agent. Xpress shall not be responsible nor bear any loss, liability or delay caused by fires, earthquakes, wars, civil disturbances, power surges or failures, acts of government or God, labor disputes, failures in communication networks, legal constraints or other events beyond Xpress' control.

11.0 Representations and Warranties Regarding End Users: Customer warrants that it will provide Xpress with relevant billing information for End Users. Customer agrees to indemnify and hold Xpress harmless from any claim or liability relating to any inaccuracy in billing information provided to Xpress. Customer further represents and warrants with respect to all Entries processed for Customer by Xpress that: (a) each End User has authorized the debiting and/or crediting of his, her, or its account, (b) each Entry is for an amount agreed to by the End User, (c) each Entry is in accordance with the Rules and Regulations and properly authorized in all other respects. Customer agrees to defend, indemnify, and hold Xpress and all its agents harmless for any losses, liabilities, legal action costs or expenses incurred by Xpress as a result of any breach of these representations and warranties either intentionally or unintentionally by Customer. Customer shall cease initiating Entries immediately upon receiving actual or constructive notice of the termination or revocation by the End User of authority.

12.0 Regulatory Compliance: Customer will use its best efforts, and bears the final responsibility to ensure that Customer's policies and procedures meet the requirements of all applicable Rules and Regulations pertaining to ACH transactions of any kind. Xpress must and will also comply with all Rules and Regulations pertaining to ACH transactions. Without limiting the obligations of Customer to the ODFI under this Agreement and the Rules and Regulations for the payment of all returned Entries, Customer agrees to execute an origination agreement with the ODFI if required by the Rules and Regulations.

13.0 Record Keeping: Customer agrees to keep full and accurate data and records of its utilization of Xpress services and of the transactions giving rise to billing information for at least two (2) years after the date of the relevant transaction, or such longer period as required by the Rules and Regulations. Customer understands that Xpress and the ODFI will be required to participate in certain audits of

Customer in connection with the credit card and EFT services provided by Xpress. Customer agrees to cooperate with Xpress and ODFI in the performance of such audits, including providing information reasonably required in the course of such audits.

14.0 Compliance: Customer represents and warrants that all products and services offered, sold, or provided by Customer are offered, sold, or provided in compliance with all applicable laws and regulations. Customer agrees to

comply with Xpress' Acceptable Use Policy as required by the Payment Card Industry Data Security Standard (PCI DSS) as provided in Exhibit D. Xpress will meet or exceed all applicable compliance requirements as required by current and future Payment Card Industry (PCI) rules of operation as well as the Rules and Regulations.

15.0 Termination: This Agreement may be terminated by either party upon not less than 30 days' written notice to the other party specifying the effective date thereof. In the event this Agreement is terminated by Customer through no fault of Xpress, Xpress shall be paid for all services performed up to the date of termination.

16.0 Governing Law; Attorneys' Fees: This Agreement shall be governed by and construed under the laws of the State of Utah. In the event suit or action is instituted to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as a court may adjudge reasonable as Attorneys' fees at trial, on any appeal, and on any petition for review, in addition to other sums provided by law.

17.0 Independent Contractors: Both Customer and Xpress are acting hereunder as independent contractors and under no circumstances shall any of the employees of one party be deemed the employees of the other for any purpose. This Agreement shall not be construed as authority for either party to act for the other party in any agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other, except to the extent and for the purposes provided for herein.

18.0 No Warranty: Xpress makes no warranty, expressed or implied, including warranties of merchant ability and fitness for a particular purpose. Xpress shall have no liability with respect to its obligations under this agreement for consequential, special, direct, exemplary, punitive, or incidental damages to Customer or to third parties dealing with Customer even if Xpress has been advised of the possibility of such damages.

19.0 Entire Agreement: This Agreement and the exhibits hereto constitute the entire understanding and agreement among the parties with respect to the subject matter hereof, and there are no other agreements or understandings among the parties other than those contained herein. In the event any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect the validity of the remainder of this Agreement.

20.0 Successors and Assigns; Third Party Beneficiary: This Agreement shall be binding upon and inure to the benefit of the parties, and their respective heirs, successors and assigns. Neither party may assign its interest under this Agreement without the prior written consent of the other. The parties hereby agree that the ODFI with respect to any Entry, including Zions First National Bank, a Utah state bank, shall have the right as a third-party beneficiary, in the event of a default under this Agreement or the agreement between Xpress and the ODFI, to enforce this Agreement directly and independently against Customer including the enforcement of Customer's liability to the ODFI as an originator under the Rules and Regulations.

21.0 Waiver: Failure of either party at any time to require performance of any provision of this Agreement shall not limit the parties' right to enforce the provision. Waiver of any breach of any provision shall not be waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision. By signing below, Customer and Xpress shall be legally bound and agree to the terms of this Agreement and all of its Attachments. This agreement is for the processing of payments and sending out digital billing with the new accounting software, Caselle. The City Clerk discussed the charges and comparison to our current system, NIC. Motion to pass Resolution 2024-07 by City Council Meeting by Council Member Wagner and a second by Noren. The following Council Members voted "YEA": Meese, Noren, Wagner, and Ziemann. The following Council Members voted "NAY": None. Motion passed 4-0.

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

The City Administrator discussed the auditor is currently finishing up the FYE 2023, the Highway Allocations are being withheld until the draft copy of the audit is submitted to the State Auditors office. The Hickman Area Community Foundation all-inclusive park equipment is onsite with installation to begin July 1, 2024. It was requested that the equipment be installed by Hickman Hay Days, and they will make every effort to do so. The Hickman Hay Days information is available on the city website.

The private drive on Hickman Road was part of the agreement when the city purchased land for the Wastewater Treatment Plant, the Wetland Delineation Report has been completed and will be submitted to the state DOT. Utility Clerk and City Administrator had a meeting with JKE to discuss the water and sewer rate study, data is being compiled for JKE currently. The schedule for the rate study is July 1<sup>st</sup> they have received all of the requested information from the city, August 15<sup>th</sup> they will have a draft for review, August 30<sup>th</sup> there will be a zoom meeting for review, October 8<sup>th</sup> they will present the results at City Council Meeting, November 1<sup>st</sup> will be the final reports of the study and the rates will be determined by City Council. Motion to approve City Administrator's Report by Council Member Ziemann and a second by Noren to approve the City Administrator's Report. The following Council Members voted "YEA": Meese, Noren, Wagner, and Ziemann. The following Council Members voted "NAY": None. Motion passed 4-0.

**Governing Body Comments and Correspondence**

Mayor Goering presented that the City Hall will be closed Thursday, July 04, 2024, for Independence Day and that the Hickman Area Economic Development Association Firework Display is, Friday, July 5, 2024, in Main Park at Dusk. No action was taken.

**Adjournment**

Motion by Council Member Ziemann and a second by Meese to adjourn the meeting at 8:32 PM. The following Council Members voted "YEA": Meese, Noren, Wagner, and Ziemann. The following Council Members voted "NAY": None. Motion passed 4-0.

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Phil Goering, Mayor

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Jaala Johnson, CMC, City Clerk

**City Council Meeting July 09, 2024**  
**Accounts Payable as of July 02, 2024**

Vendor	Memo	Open Balance	Check No.
All Copy Products	Inv# 36783506 - Postage Machine Lease Monthly Payment	\$631.72	34610
Bizco Technologies	Windows Server & VMware Replacement & Upgrade (Quote ID: Biz155880) Parts Only City Council Approved 04.23.2024 - 4 TB Hard Drive & Desktop NAS	\$116.54	34611
BOK Financial	HICKMANBAN23 - 2023 Bond Sewer Dept. Interest Payment	\$80,200.00	34612
BOK Financial	HICKMANREF18 - CURR BONDS SERIES 2018 Elec/Sewer(\$1.585mil)	\$146,745.00	34612
Border States	Inv# 928535534 - Buel Property Temporary Power Junction Box 3-phase	\$2,647.20	34640
Brown, Chelsey	Inv #INV0071- June 2024, City Hall Monthly Cleaning	\$1,250.00	34613
CLM Homes LLC	New Construction Deposit Refund 2023-158 (Deduction for 1 Additional Inspection)	\$450.00	34638
Dale's Consulting & Inspection Services	Building Inspections (20), Plan Reviews (5), June Monthly Consulting	\$2,600.00	34614
David E Hochstetler Jr	HVAC Inspection (7) June	\$350.00	34615
Electronic Contracting Company	Inv# 59640- Community Center/City Hall Fire Alarm System Monitoring 7/1/2024-9/30/2024	\$81.00	34616
Elliot Concrete	Inv# 564-Concrete Repairs-Birchwood & Kristi Lane, Birchwood & Woodland, 54th & Hickman Rd., W. 10th & Oak View, Autumn Rd. Dip, Autumn Rd. & Scotts Creek, W. 6th & Main S	\$16,518.25	34608
Executive Answering Service	Inv# 223300028- Answering Service 5.28.2024-6.24.2024	\$68.00	34617
Hochstetler, David Sr.	HVAC Inspection June (5) & Plan Review (1)	\$300.00	34618
Hoffman, Logan	2024 Umpire (12 Games)	\$660.00	34619
Hoglund, Heidi - Reimb.	Meal Reimbursement - Hazard Mitigation Plan	\$11.70	34620
Hydro Optimization & Automation Solutions	Inv #12021- WTP Control System Upgrade	\$51,142.14	34621
JK Energy Consulting, LLC	Rate Study Project - Kick-off Meeting	\$1,000.00	34622
Johnson Service Company	Inv# 17436 - Repair of Sewer Line on East 1st Street	\$7,000.00	34623
Kreifels, Jeffrey	Plumbing Inspection (14) Plan Review (1) June	\$950.00	34624
Lindau, Kohltyn	2024 Umpire (7 Games)	\$385.00	1678
Max I Walker's Uniform Rental	Acct# 417 - Community Center Rugs, Mops, Brooms, Towels, Uniforms PW	\$291.70	34625
Municipal Supply, Inc. of Omaha	Inv# 0912282-IN - Water Meter, Flange Kit, Ball Valve for Woodland Animal Hospital	\$1,393.77	34626
Municipal Supply, Inc. of Omaha	Inv# 0908127-IN - 5/8 to 3/4 Changeover Couplings (old invoice)	\$90.96	34626
Nebr. Rural Water Association	Water System Utility Annual Membership 2024	\$450.00	34627
Norland Pure	Account xxxx005195 Monthly Water City Office	\$70.03	34628
Odeys Inc.	Inv# 124957 - Field Chalk	\$298.00	1679
Olsson	Inv# 471612- Project 023-03229 Hickman Scotts Creek Trail Design	\$8,460.00	34629
One Call Concepts, Inc.	Inv# 4060150- June 2024 Diggers Hotline Notifications, Elec Dept.	\$59.76	34630
Paper Tiger Shredding	Inv #201370- Monthly Service	\$35.00	34631
Patrick M. Westlund	Plumbing Inspections (1) June	\$50.00	34632
Paulson, Ray	Electrical Inspections (15) & Plan Review (2) & Electrical Temp Pole Fireworks	\$1,100.00	34633
Schmidt, Andrew	New Construction Deposit Refund 2022-177 (Deduction for 3 Additional Inspections)	\$350.00	34634
Spier, Gary W.	Commercial Plan Review (2) June 2024	\$100.00	34635
Sund, Shelby	Rental Refund 7.21.2024	\$50.00	34639
TCA Outdoor Power	Inv# 23184 - 2 Cycle Oil Bar Oil, Spring, Bulb, Synthetic Mix	\$110.51	34636
White, William	2024 Umpire (7 Games)	\$385.00	1680
Wiederin, Justin	Utility Deposit Return	\$100.00	34637
Zimmerman, Kelby	2024 Umpire (12 Games)	\$660.00	1682
<b>TOTAL</b>		<b>\$327,161.28</b>	

**City Council Meeting July 09, 2024  
Accounts Payable as of July 02, 2024**

<b>Vendor</b>	<b>Memo</b>	<b>Payment</b>	<b>Check No</b>
Aflac	Employee Premiums June 2024	\$1,271.31	ACH
All Copy	Meter Postage	\$600.00	ACH
Ameritas Life Ins., Corp.	Employee Pension Plans	\$3,985.40	ACH
Black Hills Energy	Utilities - 588 Chestnut & 5th St. Street Shop, Community Center	\$148.97	ACH
ICMA Mission Square	Employee Retirement Contribution	\$599.32	EFTPS
IRS	Payroll Taxes City Staff & City Council	\$8,492.24	ACH
Office Depot	Office Copy Paper	\$159.96	ACH
Payroll Distribution (Net Pay)	City Staff 6.28.2024 & City Council 7.1.2024	\$30,045.77	EFTPS
State of NE & Erin M McCartney	Employee Liabilities	\$721.85	ACH
Verizon Wireless	City Mobile Phones & New Phone Purchase	\$329.52	ACH
Wells Fargo - VISxxx3079	Supplies, Google Storage, Camera, Subscriptions, Prof. Development	\$495.22	ACH
Wells Fargo - VISxxx7968	Subscriptions, Prof. Development, Supplies, Parks & Rec	\$1,341.50	ACH
Windstream	Acct#xxxx9853 - Wastewater Treatment Plant Phone	\$73.55	ACH
<b>TOTAL</b>		<b>\$48,264.61</b>	
<b>TOTAL CLAIMS REPORT</b>		<b>\$375,425.89</b>	

**Reviewed and Approved on July 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 Meese Council Member Borchardt

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Council Member Kulwicki

**RESOLUTION NO 2020-13**

**WHEREAS**, The City Council of the City of Hickman, Nebraska has the authority to grant street closures for community purposes within residential zoned areas; and


**WHEREAS**, The City has established a Neighborhood Block Party Permit Application and Policy with instructions and application form which is attached hereto as Exhibit A; and

**WHEREAS**, The City has established a fee by Ordinance (Master Fee Schedule) for the block party application to help defray costs of administrative service and barricade and/or traffic control device delivery and pickup; and

**WHEREAS**, The City Council of the City of Hickman, Nebraska hereby authorizes the City Clerk and Public Works Department Director to approve Neighborhood Block Party applications in accordance with the policy;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Hickman, Nebraska hereby approves the Neighborhood Block Party Application and Policy, attached hereto as Exhibit A, to grant street closures for community purposes within residential zoned areas.

**PASSED AND APPROVED THIS 23RD DAY OF JUNE 2020.**

  
\_\_\_\_\_  
Mayor Doug Hanson

Attest:

  
\_\_\_\_\_  
Kelly Celke, City Clerk





# NEIGHBORHOOD BLOCK PARTY PERMIT APPLICATION & POLICY

(EXHIBIT A: RES2020-13)

Approval Signatures:

Date: \_\_\_\_\_

City Clerk: \_\_\_\_\_

Public Works Director: \_\_\_\_\_

## APPLICANT'S INFORMATION:

<b>NAME:</b>	
<b>ADDRESS:</b>	
<b>PHONE:</b>	
<b>EMAIL:</b>	

## DESCRIPTION OF EVENT:

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## EXACT LOCATION OF EVENT (IE: 10<sup>TH</sup> St., from "A" to B" Street):

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## PROPOSED DATE & TIME

(must occur between 10 a.m. and 10 p.m. weekdays/11:59 p.m. weekends):

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## HOLD HARMLESS AGREEMENT

The applicant, in consideration of the permit being granted, agrees to hold harmless the City of Hickman and its officers and employees from all claims, demands, suits, actions, payments, liability, and judgements, because of bodily injury or property damage caused by an accident arising out of the private use of the street.

The applicant, in further consideration of the permit being granted, agrees to reimburse the City of Hickman for all damage to or loss of City Property in their possession or in their control under this permit. The applicant agrees to clean the permitted area of all paper products, glass, plastic, trash and debris following the end of the neighborhood block party event. If the applicant does not do so, the applicant acknowledges they can be charged for clean up expenses by the City of Hickman. The applicant further agrees to immediately report to the City of Hickman any visible or potential damage to the City Property which may have occurred during the neighborhood block party event or cleanup actions thereafter.

I, the applicant, also certify that I have contacted all residents affected by this street closure and have informed them of my intentions.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**APPLICANT SIGNATURE:** \_\_\_\_\_

## CITY OF HICKMAN NEIGHBORHOOD BLOCK PARTY INSTRUCTIONS

**Purpose/Use:** The requested use is for a community purpose and is not for the purpose of advertising any products, goods, or events and is not designated to be held for private profit.

**Locations:** Neighborhood block parties must be located within residential zoned areas.

Neighborhood block parties will only be approved on local residential streets. Arterials, collectors, or other roadways necessary for traffic safety cannot be blocked off.

**Limits:** Each neighborhood block party permit shall be limited to a maximum of one block in length or to the nearest two roadway intersections where no cross streets exist. Barricade placements shall be at the street intersections and mid-block closures may be allowed with additional signage of "Road Closed Ahead".

**Hours of Party:** Starting no earlier than 10:00 a.m. and ending no later than 10:00 p.m. on weekdays, except on holidays or weekends, when it shall end at 11:59 p.m.

**Fee:** \$25.00 - non-negotiable, payable in advance, when the application is filed which helps defray the associated cost of administrative service and barricades delivery and pickup.

**Residential Survey:** Prior to filling out an application for a neighborhood block party, all affected residents adjoining the requested street closure MUST be contacted prior to the event and surveyed for approvals. (100% approval of the adjoin residents is not required for the granting of the permit, however, 100% of the adjacent residents must be notified. Approvals may be used to modify or adjust the conditions, date, and times applied for.)

**Application Time:** Return completed application and residential survey to the City at least 30 days in advance of said neighborhood block party.

**Responsibility:** The applicant, in consideration of the permit being granted, agrees to hold harmless the City of Hickman and its employees from all claims, demands, suits, actions, payments, liability, and judgments, because of bodily injury or property damage caused by an accident arising out of the private use of the street.

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**Barricades:** The City will deliver barricades and/or traffic control devices to the applicants address prior to the neighborhood block party. Applicant shall be responsible to set out and remove all barricades and/or traffic control devices in accordance with the location and time specified on the permit. The City will then pick up the barricades and/or traffic control devices only from the applicants listed address. Barricades and/or traffic control devices will normally be delivered on day prior to the event and picked up the day after the neighborhood block party. If the neighborhood block party is scheduled during a weekend, barricades and/or traffic control devices will be delivered the Friday before and picked up the following Monday. The City reserves the right to limit quantities and adjust delivery and pickup times during emergencies, holidays and times of high demand.

**Notification:** The City will notify you by phone or email upon approval or denial of the application. Upon approval, the City will make the necessary arrangements for barricade and/or traffic control device deliveries and notifications of street closures will be submitted to the Lancaster County Sheriff's Office and Hickman Rural Fire and Rescue.

Should you have any other questions concerning this permit request, please contact the City of Hickman, 115 Locust Street, Hickman, NE 68372 (402) 792-2212 between the hours of 8 a.m.-5:00 p.m. M-F.





# NEIGHBORHOOD BLOCK PARTY PERMIT APPLICATION & POLICY

(EXHIBIT A; RES2020-13)

Approval Signatures: *(Office use only)*

Fee: \$25.00

Date: \_\_\_\_\_

City Clerk: \_\_\_\_\_

Public Works Director: \_\_\_\_\_

## APPLICANT'S INFORMATION:

<b>NAME:</b>	
<b>ADDRESS:</b>	
<b>PHONE:</b>	
<b>EMAIL:</b>	

## DESCRIPTION OF EVENT:

---

---

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Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

APPLICANT SIGNATURE: \_\_\_\_\_

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Should you have any other questions concerning this permit request, please contact the City of Hickman, 115 Locust Street, Hickman, NE 68372 (402) 792-2212 between the hours of 8 a.m.- 5:00 p.m. M-F.



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

Reading Centre Activity for April thru June 2024

### Patrons and Inventory:

- Total Patrons in system = **501** New Patrons since last report = **18**
- Current Inventory = 6,093 items

Month	Adult Visits	Kids Visits	Items Checked Out
April	80	62	88
May	78	66	205
June	113	109	179
<b>Total</b>	<b>291</b>	<b>237</b>	<b>472</b>

### Volunteers:

- Current Volunteers = 16

### Activity:

- April
  - Normal activity, no special events.
- May
  - Lincoln City Libraries Summer Reading Challenge kicked off. Registration available at
  - We were Closed Monday, May 27<sup>th</sup> for Memorial Day
- June
  - Lincoln City Libraries Summer Outreach program began on June 6<sup>th</sup> at 1:30pm in the Community Center. They bring books and activities for area kids.
  - Two Norris students began taking inventory for us and will complete it in July.
  - One Norris students began volunteering for us, completing tasks to organize and clean the Reading Centre.

### Upcoming:

Book Sale – July 27, 8-4

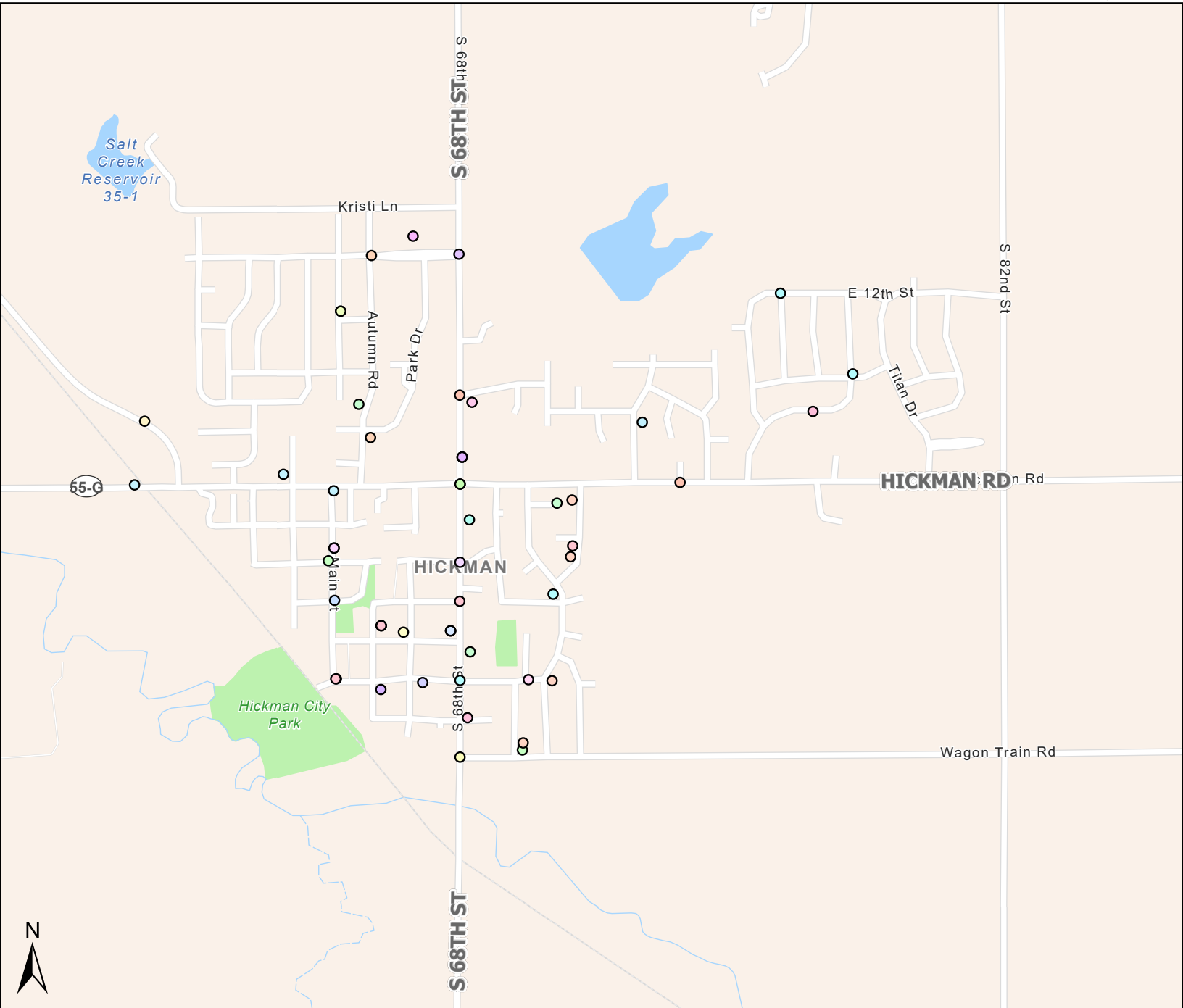
Maker's Market Kids Corner Activities – October 12, 10-3

*Next Book Sale is Saturday, July 27, 2024 8am-4pm*

Checking Account Balance: \$4,100.59                      Cash on Hand: \$15.00

Erin Stueven, Volunteer Director

# Calls for Service in Hickman June 2024



## Incident Type

- |                       |                           |                       |                      |
|-----------------------|---------------------------|-----------------------|----------------------|
| ACC INJURY ○          | CHILD AB/NEG PHYS ○       | MEDICAL EMERG ○       | SUSPICIOUS PERSON ○  |
| ACC PROP DMG ○        | CRIM MISCHIEF ○           | OTHER ○               | SUSPICIOUS VEHICLE ○ |
| ALARM COMMERCIAL ○    | DISTURBANCE OTHER ○       | MEDICAL SUIC ○        | THEFT FROM MOTOR ○   |
| ALCOHOL INTOX ○       | FIRE ○                    | ATTEMPT ○             | VEH ○                |
| PERSON ○              | FIREWORKS DISTURB ○       | MENTAL INVEST ○       | TRAFFIC HAZARD ○     |
| ANIMAL DOG AT LARGE ○ | FIREWORKS DISTURBANCE ○   | MISC OTHER ○          | TRAFFIC OTHER ○      |
| ANIMAL OTHER ○        | FIREWORKS ILL POSS/SELL ○ | NARCOTICS INVEST ○    | TRAFFIC PARK OTHER ○ |
| BURGLARY ○            |                           | PROP FOUND ITEM ○     | WARRANT ○            |
|                       |                           | PROTECTION ORDER ○    |                      |
|                       |                           | SPEC SVC CHECK WELF ○ |                      |

# Calls for Service in Hickman June 2024



DATE	INC_ABBR	LOCATION	CASE	DEPNAME
06/01/2024	PROTECTION ORDER	321 CHESTNUT ST	C4004162	22214 DOWHOWER
06/01/2024	DISTURBANCE OTHER	332 LOCUST ST	C4004173	22201 KINGSWOOD
06/03/2024	MISC OTHER	222 CHESTNUT ST	C4004211	2294 GASTON
06/03/2024	DISTURBANCE OTHER	321 CHESTNUT ST	C4004233	22105 OSTERHAUS
06/04/2024	CRIM MISCHIEF	588 CHESTNUT ST	C4004248	22176 SARNES
06/06/2024	ANIMAL OTHER	520 PRAIRIE VIEW LN	C4004302	22139 BRYANT
06/07/2024	DISTURBANCE OTHER	332 LOCUST ST	C4004357	22214 DOWHOWER
06/01/2024	PROP FOUND ITEM	18940 S 68TH ST	C4004169	22214 DOWHOWER
06/02/2024	CHILD AB/NEG PHYS	309 E 2ND ST	C4004179	22201 KINGSWOOD
06/02/2024	ALCOHOL INTOX PERSON	102 E 4TH ST	C4004196	22105 OSTERHAUS
06/03/2024	SUSPICIOUS VEHICLE	S 68TH ST & HICKMAN RD NB	C4004230	22105 OSTERHAUS
06/12/2024	SPEC SVC CHECK WELF	701 MAPLE CT	C4004517	22193 LAVENE
06/12/2024	DISTURBANCE OTHER	501 CONESTOGA AVE	C4004519	22193 LAVENE
06/14/2024	ALARM COMMERCIAL	114 LOCUST ST	C4004565	22150 MEYER
06/14/2024	DISTURBANCE OTHER	332 LOCUST ST	C4004588	22214 DOWHOWER
06/16/2024	SPEC SVC CHECK WELF	830 SUNFLOWER DR	C4004615	22201 KINGSWOOD
06/16/2024	MISC OTHER	709 SCHOONER CT	C4004623	22171 CHANCE
06/17/2024	MEDICAL EMERG OTHER	451 CONESTOGA AVE	C4004649	22137 BRADY
06/17/2024	MEDICAL EMERG OTHER	120 CONCORD AVE	C4004656	22105 OSTERHAUS
06/18/2024	MEDICAL EMERG OTHER	104 BRENTWOOD AVE	C4004672	22176 SARNES
06/18/2024	ANIMAL DOG AT LARGE	6740 WOODLAND BLVD	C4004682	22105 OSTERHAUS
06/22/2024	WARRANT	706 AUTUMN RD	C4004819	22205 CASTANEDA
06/23/2024	MEDICAL EMERG OTHER	621 CONESTOGA AVE	C4004854	22105 OSTERHAUS
06/25/2024	FIREWORKS DISTURB	102 BRENTWOOD AVE	C4004916	22172 BUCHHEISTER
06/27/2024	SUSPICIOUS PERSON	401 STAGECOACH AVE	C4004948	22150 MEYER
06/27/2024	MISC OTHER	809 AUTUMN RD	C4004952	22203 DIMAS
06/27/2024	MEDICAL SUIC ATTEMPT	321 CHESTNUT ST	C4004959	22150 MEYER
06/05/2024	ACC PROP DMG	MERCY LN & HICKMAN RD	C4004290	22220 BARTOSH
06/06/2024	DISTURBANCE OTHER	100 MAIN ST	C4004327	22214 DOWHOWER
06/07/2024	MENTAL INVEST	520 E 1ST ST	C4004360	22214 DOWHOWER
06/08/2024	THEFT FROM MOTOR VEH	1210 RIDGE RD	C4004381	22214 DOWHOWER
06/08/2024	SUSPICIOUS PERSON	908 ASHER AVE	C4004390	22214 DOWHOWER
06/09/2024	ACC PROP DMG	S 68TH ST & PRAIRIE VIEW LN	C4004412	22172 BUCHHEISTER
06/10/2024	WARRANT	WOODLAND BLVD & AUTUMN RD	C4004423	22191 EWBANK
06/11/2024	SPEC SVC CHECK WELF	688 MAIN ST	C4004476	22105 OSTERHAUS
06/11/2024	ACC INJURY	S 68TH ST & WAGON TRAIN RD	C4004485	22105 OSTERHAUS
06/29/2024	FIREWORKS ILL POSS/SELL	319 WALNUT ST	C4005042	22172 BUCHHEISTER
06/14/2024	SUSPICIOUS PERSON	CHESTNUT ST & E 2ND ST	C4004590	22214 DOWHOWER
06/15/2024	TRAFFIC HAZARD	CHESTNUT ST & E 5TH ST	C4004603	22214 DOWHOWER
06/15/2024	SUSPICIOUS PERSON	E 12TH ST & ANNABEL AVE	C4004613	22214 DOWHOWER
06/17/2024	BURGLARY	102 E 2ND ST	C4004647	22105 OSTERHAUS
06/19/2024	MENTAL INVEST	1323 E 8TH ST	C4004692	22208 SCHENDT
06/19/2024	TRAFFIC PARK OTHER	18940 S 68TH ST	C4004695	22220 BARTOSH
06/19/2024	MISC OTHER	1210 RIDGE RD	C4004707	22155 BUTTERS
06/19/2024	MEDICAL EMERG OTHER	18940 S 68TH ST	C4004712	22155 BUTTERS
06/20/2024	PROP FOUND ITEM	S 68TH ST & HICKMAN RD	C4004745	22214 DOWHOWER
06/23/2024	SPEC SVC CHECK WELF	6000 HICKMAN RD	C4004829	22137 BRADY
06/25/2024	FIREWORKS DISTURB	104 W 5TH ST	C4004920	22179 HICKS
06/25/2024	NARCOTICS INVEST	E 2ND ST & LINDALE CIRCLE	C4004917	22172 BUCHHEISTER
06/28/2024	FIREWORKS DISTURB	536 MAIN ST	C4005013	22214 DOWHOWER
06/28/2024	TRAFFIC OTHER	18820 S 54TH ST	C4005014	22214 DOWHOWER
06/29/2024	FIRE	S 68TH ST & WOODLAND BLVD	C4005017	22201 KINGSWOOD
06/29/2024	DISTURBANCE OTHER	E 4TH ST & CHESTNUT ST	C4005036	22173 FUNK
06/29/2024	FIREWORKS DISTURBANCE	536 MAIN ST	C4005040	22172 BUCHHEISTER

# June 2024 Community Center Report

10 Inquiries

4 Tours

58 Participants Sign in for Open Gym Time

69 Participants for Adults Only Pickleball Open Play

## In Meeting Room, A&B

- 4 Nonprofit Meetings
- 1 Baby Shower
- 1 Private Meeting
- 4 Lincoln City Library County Outreach Storytime and Activities

## In the Multipurpose Room

- 5 Adults Only Pickleball Open Plays
- 2 Adults Only Pickleball Round Robins (23 Participants)
- 4 Basketball Practices
- 1 Memorial
- 1 Norris Class Reunion

## Upcoming Events for Community in June 2024

- Adults Only Pickleball Open Play on Wednesdays from 4 PM to 8 PM and on Friday, July 12<sup>th</sup> and 26<sup>th</sup> from 8:30 AM to 1:00 PM
- Lincoln City Library County Outreach Storytime and Activities – Thursdays at 1:00 PM
- Norris PTO Book Bingo – Saturday, July 13<sup>th</sup>
- American Red Cross Blood Drive – Thursday, July 18<sup>th</sup>
- Hickman Reading Centre Book Sale – Saturday, July 27<sup>th</sup>

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



June 17, 2024

Mayor Phil Goering  
City of Hickman  
Hickman, Nebraska 68372

RE: Hickman City Park  
Playground Donor Wall  
Hickman, Nebraska

Dear Phil:

This letter, once accepted and signed on the last page, sets forth the Agreement between the City of Hickman (who is also referred to as Owner at various places in this letter) and Davis Design, Inc. regarding the above referenced project.

Davis Design has been in contact with Chelsea Hood Reese with the Hickman Area Community Foundation Fund (HACFF) regarding donating our design time for the donor wall at the Hickman City Park for the new accessible playground area. Based upon these discussions, Davis Design, Inc. agrees to donate the following professional services to the City of Hickman at no cost. In return Davis Design shall be recognized as a donor on the proposed donor wall:

Design of the donor wall to include donor names as provided by HACFF including the associated structural frame and footing to support the structure. Davis Design will coordinate with the donor wall supplier and the contractors selected by HACFF to assist with material orders, process shop drawings, and answer questions.

The above list of scope items is a complete listing of the scope of services for this project, and any services not included within the scope are not part of this agreement. Any supplemental services requested by HACFF are in addition to the basic scope of services set forth above and will be negotiated under a separate agreement.

Owner's responsibilities include coordination of all material ordering and construction, including but not limited to siting the sign at the site.

This agreement represents the entire agreement between the Owner and Davis Design, Inc. and supersedes all prior negotiations or representations. The Owner and Davis Design, Inc. bind themselves and their successors to this agreement.

Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against the Owner or Davis Design, Inc.

To the maximum extent permitted by law, the Owner agrees that Davis Design Inc's total liability to or on behalf of the Owner for any and all injuries, claims, lawsuits, damages or other liability arising from or relating in any way to the Project shall be \$0. This limitation shall apply regardless of the cause of action or legal theory pled. Davis Design Inc. shall not be liable to Owner for any special, exemplary, punitive or consequential damages.

**architecture engineering interior design**

1221 'N' Street, Suite 600, Lincoln, Nebraska 68508 402.476.9700 [davisdesign.com](http://davisdesign.com)

130 South 5<sup>th</sup> Street, Norfolk, Nebraska 68701

15 East Main Street, Suite 201, Vermillion, South Dakota 57069

Principals: Jon Dalton, PE Darin Horst, AIA Brandon Sire, PE Michael Wachal, PE

Associate Principals: Erin Dobesh, AIA Christian Petrick, AIA Andy Sorensen, AIA

The person signing this Agreement on behalf of the Owner represents that he or she has the authority to do so. If the terms and conditions of this Agreement are acceptable to you, please sign where indicated below.

Thank you for the opportunity to be of service to you.

Sincerely,

**DAVIS DESIGN, INC.**



Brandon M. Sire, PE, FPE, LEED AP®  
Principal, Senior Mechanical Engineer


**APPROVED AND ACCEPTED:**

**OWNER:**

\_\_\_\_\_  
City of Hickman

\_\_\_\_\_  
Date

**PRINCIPAL-IN-CHARGE:**



\_\_\_\_\_  
Davis Design, Inc.

**6/15/2024**

\_\_\_\_\_  
Date



CPAs & Consultants | Wealth Management

June 26, 2024

To the City Council  
City of Hickman, Nebraska  
PO Box 127  
Hickman, NE 68372-0127

Dear City Council Members:

You have requested that we prepare the financial information and forecasted financial information of the City of Hickman, Nebraska (City), which comprise 2024-2025 State of Nebraska City/Village Budget Form, and the related summary of significant assumptions (forecast) and perform a compilation engagement with respect to the financial information and forecasted financial information. The forecast will not include a summary of significant accounting policies or other required disclosures not related to the significant assumptions. We are pleased to confirm our acceptance and our understanding of this compilation engagement by means of this letter.

A forecast presents, to the best of management's knowledge and belief, the City's expected cash position, cash receipts and cash disbursements for the forecast period. It is based on management's assumptions reflecting conditions it expects to exist and the course of action it expects to take during the forecast period.

### **Our Responsibilities**

The objective of our engagement is to:

- a. Prepare forecasted financial information in accordance with the format prescribed by the Nebraska Auditor of Public Accounts (APA) contained in the 2024-2025 State of Nebraska City/Village Budget Form of the City as of September 30, 2025 and 2024, and for the years then ending in accordance with the cash basis of accounting as required by the APA and based on information provided by you; and
- b. Prepare historical financial information in accordance with the format prescribed by the Nebraska Auditor of Public Accounts (APA) contained in the 2024-2025 State of Nebraska City/Village Budget Form of the City as of September 30, 2023, and for the year then ended based on financial statements for the same period.
- c. Apply accounting and financial reporting expertise to assist you in the presentation of the financial information without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial information in order for it to be in accordance with the format prescribed by the APA and the cash basis of accounting.

We will conduct our compilation engagement in accordance with Statements on Standards for Accounting and Review Services (SSARs) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

7140 Stephanie Lane | P.O. Box 23110 | Lincoln, NE | 68542-3110 | p: 402.423.4343 | f: 402.423.4346

1314 Andrews Drive | Norfolk, NE | 68701 | p: 402.379.9294 | f: 402.379.2338

1121 North 102nd Court | Suite 100 | Omaha, NE | 68114 | p: 402.895.5050 | f: 402.895.5723

City of Hickman, Nebraska  
Hickman, NE 68372-0127

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion nor provide any assurance on the forecast or financial information.

Our engagement cannot be relied upon to identify or disclose any misstatements in the historical or forecasted financial information, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

### **Your Responsibilities**

The engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to prepare historical and forecasted financial information in accordance with the format prescribed by the APA and the cash basis of accounting and assist you in the presentation of the historical and forecasted financial information in accordance with the format prescribed by the APA and the cash basis of accounting. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARs:

- a. The selection of the format prescribed by the APA and the cash basis of accounting as the financial reporting framework to be applied in the preparation of the historical and forecasted financial information.
- b. The preparation and fair presentation of the historical and forecasted financial information in accordance with the format prescribed by the APA and the cash basis of accounting and the development of assumptions that reflect your plans and expectation regarding events and circumstances for the forecast period.
- c. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the historical and forecasted financial information that is free from material misstatement, whether due to fraud or error.
- d. The prevention and detection of fraud.
- e. To ensure that the City complies with the laws and regulations applicable to its activities.
- f. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the compilation engagement.
- g. To provide us with:
  - i. Access to all information of which you are aware is relevant to the preparation and fair presentation of the historical and forecasted financial information, such as records, documentation, and other matters.
  - ii. Additional information that we may request from you for the purpose of the compilation engagement.
  - iii. Unrestricted access to persons within the City of whom we determine it necessary to make inquiries.

You are also responsible for all management decisions and responsibilities and for designating an individual with suitable skills, knowledge, and experience to oversee our preparation of your financial statements. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

City of Hickman, Nebraska  
Hickman, NE 68372-0127

## **Our Report**

As part of our engagement, we will issue a report that will state that we did not audit or review the forecasted and historical financial information and that, accordingly, we do not express an opinion, a conclusion, nor provide any assurance on it. It will also state (1) that the forecasted results may not be achieved and (2) that we assume no responsibility to update the report for events and circumstances occurring after the date of the report. There may be circumstances in which the report differs from the expected form and content.

Our report will disclose that the financial information is presented in a prescribed form in accordance with the requirements of the APA and is not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America.

You agree to include our accountant's compilation report in any document containing financial statements that indicates that we have performed a compilation engagement on such financial statements and, prior to inclusion of the report, to ask our permission to do so.

## **Other Relevant Information**

With respect to the assistance with preparing the budget form, and any other nonattest services we perform:

- We will not assume management responsibilities on behalf of City of Hickman, Nebraska. However, we will provide advice and recommendations to assist management of the City of Hickman, Nebraska in performing its responsibilities.
- The City's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the engagement are as follows:

- We will perform the services in accordance with applicable professional standards.
- This engagement is limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

If, for any reason, we are unable to complete the compilation of your financial statements, we will not issue a report on such statements as a result of this engagement.

Kiley A. Wiechman is the engagement partner for the services specified in this letter. Her responsibilities include supervising HBE LLP's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the accountant's report.

City of Hickman, Nebraska  
Hickman, NE 68372-0127

With regard to the electronic dissemination of financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Our fee for these services will be based upon the number of hours required by the staff assigned to complete the engagement. If we encounter unexpected circumstances that require us to devote more staff time to the engagement than anticipated, we will discuss the matter with you.

All invoices are due and payable upon presentation. Invoices not paid within thirty (30) days of invoice date will be subject to finance charges of 16% per annum. If the invoice remains unpaid after 90 days, the Firm may elect to initiate an external collection process.

Our firm may transmit confidential information that you provided us to third parties in order to facilitate delivering our services to you. We have obtained confidentiality agreements with all our service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the work provided by any third-party service providers used under this agreement. By your signature below, you consent to having confidential information transmitted to entities outside the firm. Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the firm.

You authorize that any and all information furnished to us for or in connection with the preparation of tax returns under this engagement letter may, for as long as HBE LLP is engaged, be disclosed to third party service providers for purposes of assisting us in providing bookkeeping services, tax return preparation and/or tax planning services. Such third party service providers may be located within or outside the United States. Disclosures under this paragraph may consist of all information contained in tax returns. If you wish to request a limited disclosure of tax return information, you must inform us. Both we and the third party service providers who will receive this information will maintain adequate data protection safeguards (as required by the regulations under 26 U.S.C. Section 7216) to protect your privacy and prevent unauthorized access to tax return information.

You agree to release, indemnify, defend, and hold us harmless from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us or resulting from any actions against us by third parties relying on the financial statements described herein except for our own intentional wrongdoing.

We look forward to a continued relationship with your organization, and we are available to discuss the contents of this letter or other professional services you may desire. If you request us to perform additional services not contemplated or described in this engagement letter, we will provide you with a separate agreement describing those additional services and fees.

City of Hickman, Nebraska  
Hickman, NE 68372-0127

Please sign and return the attached copy of this letter to indicate your acknowledgement of, and agreement with, the arrangements for our engagement to prepare the financial statements described herein and to perform a compilation engagement with respect to those same financial statements, and our respective responsibilities.

*HBE LLP*

RESPONSE: This letter correctly sets forth our understanding of City of Hickman, Nebraska:

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

Title: \_\_\_\_\_

**HBE**  
**HBE**

**RESOLUTION NO 2024-08**  
**CITY OF HICKMAN, NEBRASKA**  
**League Association of Risk Management**  
**2024-25 Renewal**

**WHEREAS**, the City of Hickman is a member of the League Association of Risk Management (LARM);

**WHEREAS**, section 8.10 of the Interlocal Agreement for the Establishment and Operation of the League Association of Risk Management provides that a member may voluntarily terminate its participation in LARM by written notice of termination given to LARM and the Nebraska Director of Insurance at least 90 days prior to the desired termination given to and that members may agree to extend the required termination notice beyond 90 days in order to realize reduced excess coverage costs, stability of contribution rates and efficiency in operation of LARM; and

**WHEREAS**, the Board of Directors of LARM has adopted a plan to provide contribution credits in consideration of certain agreements by members of LARM as provided in the attached letter.

**LET IT BE RESOLVED** that the governing body of Hickman, Nebraska, in consideration of the contribution credits provided under the LARM Board's plan, agrees to:

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

**PASSED AND APPROVED THIS 9th DAY OF JULY, 2024.**

\_\_\_\_\_  
Phil Goering, Mayor

Attest:

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

(SEAL)



Proposal For: City of Hickman

Effective Date: 10/1/2024

COVERAGE	LIMITS AND APPLICABLE DEDUCTIBLES	CONTRIBUTION
Worker's Compensation	Statutory Limits \$500,000 Employer Liability	\$23,718
General Liability	\$5,000,000/\$5,000,000 Per Occurrence/Aggregate \$0 Deductible	\$25,346
Errors & Omissions	\$5,000,000/\$5,000,000 Per Occurrence/Aggregate \$2,500 Deductible	\$2,600
Law Enforcement Liability	\$5,000,000/\$5,000,000 Per Occurrence/Aggregate \$2,500 Deductible	\$2,028
Auto Liability	\$5,000,000 Combined Single Limit \$0 Deductible	\$9,263
Auto Physical Damage	14 x Vehicles \$ Varies on Deductible	\$21,228
Commercial Property	\$21,605,695 \$500 Deductible	\$76,115
<b>TOTAL ANNUAL CONTRIBUTION:</b>		<b>\$160,298</b>

Contribution Credit Options

	180 Day Notice, 3 Year Commitment	180 Day Notice, 2 Year Commitment	180 Day Notice Only	90 Day Notice, 3 Year Commitment	90 Day Notice, 2 Year Commitment	90 Day Notice Only
Commitment Discount:	5%	4%	2%	2%	1%	0%
Property & Liability:	\$129,751	\$131,117	\$133,848	\$133,848	\$135,214	\$136,580
Workers' Compensation:	\$22,532	\$22,769	\$23,244	\$23,244	\$23,481	\$23,718
Total Contribution:	\$152,283	\$153,886	\$157,092	\$157,092	\$158,695	\$160,298



1335 L. St, Ste 200  
Lincoln, NE 68508  
Phone: (402) 742-2600  
Fax: (402) 476-4089  
[www.larmpool.org](http://www.larmpool.org)

June 24, 2024

Dear LARM Member,

Attached please find your Renewal Coverage Proposal for the 2024-25 Pool Year. This proposal is itemized by line of coverage to represent your specific limits, deductibles, annualized contributions and to outline LARM's resolution credit options available for the new term.

**To ensure LARM members are adequately covered, LARM is increasing overall values. Most members are seeing property values, contents, and property in the open increases of 5% depending on if you had a valuation of your properties in the last year. This is also being driven by reinsurance to ensure proper coverage on catastrophic losses.**

To continue the goal of pursuing a strong financial position, the LARM Board formally approved the recommended adjustment to the 2024-25 Pool Year rate levels as follows:

- + 8.9% rate adjustment for Property.
- + 10% adjustment Level rates for Liability Coverages.
- + 5% adjustment for Workers' Compensation.

Finally, the information presented in this communication packet does not include any potential mono-line insurance placements that are not part of the formal LARM Property, General Liability or Workers' Compensation coverages (such as Bonds, Special Events Coverage, Liquor Liability, etc.) In addition, please be advised that your final invoice amount may vary from the renewal packet based on endorsements that require contribution adjustment over the next several weeks.

As always, the LARM Board and staff are very pleased that your community will continue to support LARM as we celebrate our 30<sup>th</sup> year in 2025 of unparalleled commitment to serving our Members. On behalf of each of us, I thank you for making our partnership a mutual success.

Sincerely,

LEAGUE ASSOCIATION OF RISK MANAGEMENT

A handwritten signature in black ink that reads 'Tracy Juranek'. The signature is written in a cursive, flowing style.

Tracy Juranek

Customer Service Specialist/Assistant Executive Director



1335 L. St, Ste 200  
Lincoln, NE 68508  
Phone: (402) 742-2600  
Fax: (402) 476-4089  
[www.larmpool.org](http://www.larmpool.org)

## **How to process the attached annual renewal resolution**

As always, LARM continues to seek certainty on upcoming Member commitments to allow us to accurately forecast our financial position. Requiring all Members to make annual elections by means of the Renewal Resolution affords us the fiscal confidence to structure a more stable program year-over-year. In return, LARM is able to translate this financial benefit to our Members in the form of corresponding contribution credits. Because predictability is strongest when estimates have future value, completing a new resolution each year delivers the best opportunity for this objective.

**If you signed a 3-year resolution last year to receive the 5% discount, you may once again return a new 3-year resolution to continue to receive the 5% discount this year. Any member can opt for the 3-year option at any renewal to receive the maximum available discount.**

**If you are a Member that desires to competitively bid your coverage in the next three (3) years:**

- If you already have a three (3) year Renewal Resolution at the 5% discount;
  - ↳ Execute a two (2) year Renewal Resolution at the 4% discount at the upcoming.
- If you already have a two (2) year Renewal Resolution at the 4% discount;
  - ↳ Execute a one (1) year Renewal Resolution for either the 2% or 0% discount.
- If you already have a one (1) year renewal Resolution, you must provide written notice of termination in accordance with the necessary days identified in the Renewal Resolution prior to the desired termination date.

**If you do not execute/return a Renewal Resolution for the new Pool Year:**

- You will automatically drop to the next lower commitment/contribution credit for that Pool Year (for example: If you were at a three (3) year commitment and do not execute/return a Renewal Resolution for the new Pool Year, you will automatically drop to a two (2) year commitment).

The enclosed Renewal Resolution form for the new term is made available for your use in designating the annual selection for the 2023-24 Pool Year. Once you have elected your contribution credit option, please authorize the Renewal Resolution and return to LARM to the address provided on the form. In order that LARM is able to issue process invoices as quickly as possible and prior to inception of the 2023-24 Pool Year, LARM requests that the fully executed Renewal Resolution be received no later than **August 16, 2024**. Once the Renewal Resolution

has been received by LARM, complete renewal packet materials (invoices, coverage documents, auto ID cards, etc.) will be prepared and delivered to you.

We are happy to review and discuss any questions or concerns you may have regarding this important process; therefore, we encourage you to contact your agent or LARM Customer Service if you need assistance.

**Important Postscript:**

Nebraska Revised Statutes §44-4309(1) requires that any member of a government risk management pool may voluntarily terminate its participation in the pool, but must notify the Director of the Nebraska Department of Insurance and the other members of the pool at least ninety (90) days prior to the desired termination date. **The notification to the Nebraska Department of Insurance and to LARM should be sent via certified mail.** The member's decision to terminate participation in the government risk pool is subject to the approval of the Director of the Nebraska Department of Insurance.