

City Council Regular Meeting
Tuesday, May 13, 2025 7:00 PM

Hickman Community Center/City Hall

1. Call to Order

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

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

1.C. Registered Agenda Speakers: All individuals requesting to be Registered Agenda Speakers must fill out a Registered Speaker Card & submit to Recording Clerk. The Mayor or Presiding Meeting Officer reserves the right to deny this request, or will call you to the podium when your agenda Item is ready to be heard. Presentations, if allowed, may be limited to five (5) minutes per person. 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 April 8, 2025 City Council Meeting Minutes

5.B. Claims and Accounts Payable Report

6. Proclamations, Presentations, Appointments, Affirmations & Introductions
 - 6.A. National Public Works Week Proclamation
 - 6.B. Alexa Check Day Proclamation
 - 6.C. Kids to Parks Proclamation
7. Reports
 - 7.A. Planning Commission Report
 - 7.B. Lancaster County Sheriff's Office Report
 - 7.C. Community Center and Activities Report
 - 7.D. Public Works and Parks and Recreation Department
8. Public Hearings
 - 8.A. The purpose of the hearing is to provide an opportunity for Public Comment on a request from Youngs Custom Fabrication and Restoration for a Conditional Use Permit to operate an Automotive and Machinery Repair Shop in the C-1 Downtown Commercial Limited District on property legally described as Block 22, Lot 4, EX W20' Hickman Addition; commonly known as 105 Locust Street, Hickman, NE 68372.
 - 8.B. The purpose of the hearing is to provide for public comment on a request by Civil Design Group, Inc. on behalf of SWG4 LLC Final Plat approval for Etmund Estates 2nd Addition, a proposed subdivision consisting of 79 residential lots on 23.88 acres, located west of S. 68th Street and north of Hickman Road. Legal Description: Etmund Estates 1st Addition, Lot 1, Parcel ID: 1528202001000, Hickman, NE 68372
 - 8.C. The purpose of the hearing is to provide for public comment on a request by Civil Design Group, Inc. on behalf of SWG4 LLC for annexation and ETJ extension for Etmund Estates 2nd Addition, a proposed subdivision consisting of 79 residential lots on 23.88 acres, located west of S. 68th Street and north of Hickman Road. Legal Description: Etmund Estates 1st Addition, Lot 1, Parcel ID: 1528202001000, Hickman, NE 68372
9. Unfinished Business

- 9.A. Ordinance 2025-03, adopting New Municipal Code Codification and Repeal Former Code (Third Reading)
- 9.B. Ordinance 2025-06, an ordinance amending the Master Fee Schedule. (Second Reading)
- 10. New Business
 - 10.A. Resolution 2025-03 Sale & Conveyance of Real Property - Etmund Estates 1st Addition, Lot 2
 - 10.B. Resolution 2025-04, Conditional Use Permit for Youngs Custom Fabrication and Restoration at 105 Locust Street
 - 10.C. Ordinance 2025-07, Final Plat Etmund Estates 2nd Addition
 - 10.D. Ordinance 2025-08, Annexation of Etmund Estates 2nd Addition
 - 10.E. Consideration of amended Lease Agreement and Easement on City Owned Property at 6700 Hickman Road with Allo Communications.
 - 10.F. Agreement for Professional Services by Olsson for Street Project No. M-342(38) Road Replacement on Wagontrain Ave from Wagontrain Road to 1st Street (2025-2030 One & Six Year Street Plan adopted Oct. 22, 2024)
 - 10.G. Agreement for Professional Services by JEO Consulting for Parks Project No. 241142.00 Final Design & Bid Services for Construction of Phase One of Terrace View Park with Recreational Pickleball Courts
 - 10.H. Certificate of Payment No. 15 to Neuvirth Construction Inc. for the Hickman Wastewater Treatment Plant Head Works and Final Clarifier Improvements in the amount of \$302,967.70.
 - 10.I. Consideration of 2026 Vactor Ramjet Trailer Mount Sewer Jetter purchase.
 - 10.J. Consideration of ExMark Z-Spray Stand-On Sprayer/Spreader purchase
 - 10.K. Consideration of 60-inch Mower purchase
- 11. City Administrator's Report
- 12. Governing Body Comments & Council Correspondence
 - 12.A. City Hall Closed on Monday, May 26, 2025, for Memorial Day

13. Meeting Adjournment

MINUTES OF THE HICKMAN CITY COUNCIL MEETING HELD April 8, 2025

Mayor Phil Goering called the meeting to order at 7:00 pm on April 8, 2025, and referenced the meeting recording process, optional sign in sheet, and open meeting law posting. All those present stood and recited The Pledge of Allegiance. Mayor Phil Goering and Council Members Tina Ziemann, Dave Kulwicki, Steve Noren, Travis Borchardt, Doug Wagner, and Justin Drahota were present for Roll Call. Prior notice of the meeting and agenda were provided to the Mayor and all members of the Governing Body. Notice of the meeting was distributed and posted at Hickman City Hall, U.S. Post Office-Hickman, U-Stop Market, and the City of Hickman Website.

Mayor Communications – None

Consent Agenda

The Consent Agenda included approval of the March 25, 2025 City Council Meeting Minutes and the Claims and Accounts Payable Report. Motion by Council Member Wagner and a second by Ziemann to approve the Consent Agenda as presented. The following Council Members voted "YEA": Kulwicki, Noren, Borchardt, Ziemann, Drahota and Wagner. The following Council Members voted "NAY": None. Motion passed 6-0.

Proclamations, Presentations, Appointments, Affirmations & Introductions

Mayor Goering presented National Police Week & Peace Officers' Memorial Day Proclamation. May 15th is designated Peace Officers' Memorial Day and the week in which May 15th falls as National Police Week. Mayor Goering thanked Deputy Parmer who was in attendance for his service as a Peace Officer.

Mayor Goering presented the 56th Annual Municipal Clerks Week Proclamation. May 4 through May 10, 2025 is designated as Professional Municipal Clerks Week. He thanked the City Clerk for all that she does.

Mayor Goering presented the Arbor Day Proclamation. April 25, 2025 is proclaimed to be Arbor Day and he urges citizens to celebrate Arbor Day and plant trees.

Reports

The Volunteer Director of the Reading Centre presented the Reading Centre report. The Reading Centre's 20th Anniversary Open House will be April 26, 2025 from 10am to 12pm and she encouraged the Mayor and Council to attend.

Deputy Parmer presented the Lancaster County Sheriff's Office report. He warned of the significant number of fraud calls and encouraged the City to try and help get the word out about that. Deputy Parmer stated the Deputy Kroese will be taking over as the Hickman deputy.

The City Administrator presented the Planning Commission Report. The Planning Commission had a Public Hearing for a Conditional Use Permit from Youngs Custom Fabrication and Restoration to operate an Automotive and Machinery Repair Shop at 105 Locust Street. The

Public Hearing for the Conditional Use Permit will go before the City Council at the May 13, 2025 Regular Meeting.

The City Administrator presented the Community Center and Activities Report. The upcoming events included Adults Only Pickleball Open Play Spring/Summer Hours, Adults Only-Pickup Basketball, Norris PTO Book Bingo & Trivia April 12th, Hickman Kiwanis Easter Egg Hunt April 13th, Hickman Tee Ball & Coash/Machine Pitch Coaches' Meeting April 16th and the Hickman Reading Centre 20th Anniversary Open House April 26th.

Motion by Council Member Noren and a second by Kulwicki to approve reports as presented. The following Council Members voted "YEA": Kulwicki, Noren, Borchardt, Ziemann, Drahota and Wagner. The following Council Members voted "NAY": None. Motion passed 6-0.

Public Hearings – None

Unfinished Business

Mayor Goering presented Ordinance 2025-03, an ordinance adopting New Municipal Code Codification and Repeal Former Code for the third reading. The staff recommendation was to table the third reading to allow more time to review the document. A summary of remarks on the document will be presented at the May 13th Regular Meeting. Motion by Council Member Ziemann and a second by Drahota to table approval of Ordinance 2025-03, adopting New Municipal Code Codification and Repeal Former Code for the third reading until May 13, 2025 City Council Meeting. The following Council Members voted "YEA": Kulwicki, Noren, Borchardt, Ziemann, Drahota and Wagner. The following Council Members voted "NAY": None. Motion passed 6-0.

New Business

Mayor Goering presented Ordinance 2025-06. Noren introduced Ordinance 2025-06 and ask the Clerk to read by title. ORDINANCE NO. 2025-06 MASTER FEE SCHEDULE
An ordinance to establish the amount of certain fees and taxes charged by the City of Hickman for various services including but not limited to: building permit & infrastructure fees, zoning fees, occupation tax, public records, response to code violations & other incidents, recreation, annual fees & licenses, returned check fee; municipal utilities including water, sewer and electrical for residential users and commercial users (including industrial users) of the City of Hickman and to provide the effective date hereof, and ordering the publication of the ordinance in pamphlet form. The staff recommendation was to waive the three-reading rule for Ordinance 2025-06 as the only changes are updating the utility rates approved with Ordinance 2025-04 and Ordinance 2025-05. Motion by Council Member Wagner and a second by Noren to waive the three-reading rule for Ordinance 2025-06. The following Council Members voted "YEA": Kulwicki, Noren, Ziemann, and Wagner. The following Council Members voted "NAY": Borchardt, Drahota. Motion failed 4-2 (major majority needed). Motion by Council Member Wagner and a second by Noren to approve the first reading of Ordinance 2025-06. The following Council Members voted "YEA": Kulwicki, Noren, Ziemann, and Wagner. The following Council Members voted "NAY": Borchardt, Drahota. Motion passed 4-2.

The City Administrator reported that she herself, the City Clerk and two other staff will be out of town for training April 22nd through April 24th and requested consideration to cancel the April 22nd Regular Meeting. Motion by Council Member Ziemann and a second by Borchardt to cancel the April 22, 2025 City Council Regular Scheduled Meeting and Consolidate City Business into the May 13, 2025 City Council Meeting. The following Council Members voted "YEA": Kulwicki, Noren, Borchardt, Ziemann, Drahota and Wagner. The following Council Members voted "NAY": None. Motion passed 6-0.

The Council discussed whether they should consider selling the City owned property legally described as Etmund Estates 1st Addition, Lot 2. This .25 acres was purchased in 2017 for \$10,000 for future sight of a new water. The water infrastructure plans have changed to other more economical locations. The County Assessor currently has that parcel valued at \$1,500. The developer of Etmund Estates may be able to absorb the parcel with its development. The Council agreed to have a resolution drafted directing the sale of this parcel for consideration at the May 13th meeting.

City Administrator's Report

The City Administrator reported the following: several employment applications have been received for temporary seasonal help; utility rate increase notifications have been mailed and emailed to our customers, in addition to postings at City Hall, Post Office and U-Stop, city website and Facebook; There will be sufficient funds to purchase the park shade from Creative Sites from this year's budget, the equipment has been ordered and should arrive in 4-6 weeks. Motion by Council Member Kulwicki and a second by Ziemann to approve the City Administrator's report as presented. The following Council Members voted "YEA": Kulwicki, Noren, Borchardt, Ziemann, Drahota and Wagner. The following Council Members voted "NAY": None. Motion passed 6-0.

Governing Body Comments & Council Correspondence

The City Office will be Closed April 25, 2025 for Arbor Day

Meeting Adjournment

Motion by Council Member Borchardt and a second by Ziemann to adjourn the meeting at 8:00 p.m. The following Council Members voted "YEA": Kulwicki, Noren, Borchardt, Ziemann, Drahota and Wagner. The following Council Members voted "NAY": None. Motion passed 6-0.

Phil Goering, Mayor

Michele Lincoln, CMC, City Clerk

CITY OF HICKMAN
CLAIMS
MAY 13, 2025

VENDOR	DESCRIPTION/INVOICE	AMOUNT
ALL COPY PRODUCTS	MAY POSTAGE MACHINE RENTAL	\$ 631.72
ALL ROAD BARRICADES, INC.	BANDS TO MAINT SIGNS ON POLES	\$ 203.20
AMBITION ELECTRIC, INC	INSTALL 120 FOR NEW AED - PARKS & REC	\$ 400.00
ART F/X	JERSEY'S/SCREEN PRINT SETUP - PARKS & REC	\$ 57.00
ART F/X	HICKMAN LOGO T-SHIRTS/CAPS	\$ 602.00
BIZCO	4 NEW COMPUTERS	\$ 4,184.40
BIZCO	VMWARE SUPPORT 1 YR RENEWAL-VIRTUAL USERS	\$ 3,650.00
BIZCO	QUARTERLYMONITORING SERV,PROOFPOINT,BACKUP	\$ 7,625.85
BLUE EDGE BUILDERS	DEPOSIT RETURN	\$ 350.00
BLUE VALEY DOOR CO.	REP & MAINT DOORS-588 SHOP & WATER PLANT	\$ 284.00
BOK FINANCIAL	TERRACE VIEW 24% Sewer 79% Electric PRINC/INT/FEE	\$ 66,782.50
BROWN, CHELSEY	APRIL CLEANING SERVICE	\$ 1,000.00
CAPITAL CITY REFUSE	APRIL TRASH	\$ 220.13
CASELLE, INC	JUNE '25 CONTRACT SUPPORT & MAINT	\$ 3,276.00
CARQUEST	BATTERY FOR KABOTA	\$ 133.98
DALE'S CONSULTING & INSPECTION SERV	CONSULTING/INSPECTIONS/PLAN REVIEW	\$ 2,250.00
EFFLE-FUNK, DANA	UNIFORM ALLOWANCE	\$ 150.00
ELECTRIC DEPOSIT REFUNDS	RES 54@ \$100, 1@\$200; COMM4@\$500, 1@\$700	\$ 8,300.00
ELECTRIC PUMP	WWTP PUMP REPAIRS	\$ 1,475.00
ELECTRONIC CONTRACTING COMPANY	ANNUAL ACCESS CONTROL & VIDEO SURV CARE	\$ 2,500.00
ELLIOTT CONCRETE & CONSTRUCTION	STREET REPAIRS - LINDALE CIR	\$ 19,534.00
EXECUTIVE ANSWERING SERVICE	APRIL ANSWERING SERVICE	\$ 69.60
FISH WINDOW CLEANING	COMMUNITY CENTER WINDOW CLEANING	\$ 481.00
FLOOD, BRIAN	APRIL ELECTRIC INSPECTION/PLAN REVIEW	\$ 700.00
GANA TRUCKING & EXCAVATING	CONCRETE FINES/RUBBLE HAULED - LINDALE CIR	\$ 833.72
GOLDENROD PRINTING	FARMERS MARKET SIGNS - ARTS COUNCIL	\$ 180.00
HARTIG, ROD AND ELIZABETH	TREE REBATE	\$ 44.99
HAWKINS	CHLORINE CYLINDER	\$ 60.00
HD SUPPLY	TRASH BAGS	\$ 369.40
HD SUPPLY	TOILET PAPER/PAPER TOWELS - PARKS	\$ 375.33
HOCHSTETLER, DAVID JR	HVAC INSPECTIONS - APRIL	\$ 250.00
HOCHSTETLER, DAVID SR	HVAC INSPECTIONS/PLAN REVIEW - APRIL	\$ 100.00
HOFFSCHNEIDER LAW, P.C., LLO	LEGAL COUNCIL - APRIL	\$ 2,000.00
HOLIDAY INN - KEARNEY	CASELLE TRAINING - 4 EMPLOYEES	\$ 1,908.00
HYDRO OPTIMIZATION & AUTOMATION	WWTP WIRING TO MONITOR GENERATOR	\$ 428.50
INTERNATL INSTITUTE OF MUNICIPAL CLERKS	ANNUAL DUES	\$ 220.00
JEO	LOT 1 BARBER EST - BILL DEVELOPER	\$ 840.00
KREIFELS, JEFF	PLUMBING INSPECTIONS/PLAN REVIEWS APRIL	\$ 850.00
KRIHA FLUID POWER	HYDRAULIC HOSES	\$ 223.67
LANCASTER COUNTY SHERIFF	MAY BASE CONTRACT/MARCH-APRIL HOURS	\$ 13,581.17
LEAGUE ASSOC OF RISK MANAGEMENT	INSURANCE - 10/1/2023-10/1/2024 WORK COMP	\$ 4,042.00
LEPPER, SAMANTHA	ARTS COUNCIL-FACEPAINTING @ FARMERS MARKET	\$ 60.00
LINCOLN WINWATER	WWTP REPAIRS	\$ 501.99
LUEDERS, BEN	ARTS COUNCIL-FARMERS MARKET FB ADD BOOST	\$ 79.78
MAX I WALKER	UNIFORMS/CLEANING SUPPLIES	\$ 302.94
MENARDS	SHOP SUPPLIES/POTHOLE PATCH/PARK-CARPET ADH	\$ 586.79
MIDWEST ARMOR COATING	DEPOSIT-PATCH/ARMOR COAT HICKMAN RD	\$ 8,750.00
MIDWEST LABORATORIES, INC	SUPPLIES/3-27 & 4-24 EFFLUENT	\$ 398.16
MIDWEST TURF & IRRIGATION	ACTUATOR FOR FIELD GROOMER & TINES	\$ 1,247.35
NE PUBLIC HEALTH ENVIRONMENTAL LAB	TESTING	\$ 79.00
NICKEL, BRIANNA	PARKS & REC - COACH PITCH REFUND	\$ 45.00
NORRIS PUBLIC POWER	APRIL ELECTRIC BILL (REFLECTS CREDIT)	\$ 7,133.68

CITY OF HICKMAN
CLAIMS
MAY 13, 2025

NORRIS PUBLIC POWER	MAY ELECTRIC BILL	\$ 15,753.08
NORRIS SCHOOL DISTRICT 160	LIQUOR LICENSE FEE	\$ 250.00
OLSSON	INV534008 - WRRF HEADWORKS & FINAL CLARIFIER	\$ 5,436.56
OLSSON	INV535329-SCOTTS CREEK TRAIL DESIGN	\$ 449.02
OLSSON	INV535450-GEN ENGINEERING SERV 4-5-25	\$ 7,397.90
ONE CALL CONCEPTS, INC	APRIL ONE CALL	\$ 160.09
PAPER TIGER	SHREDDING INV210631 & INV216967	\$ 70.00
PREMIER UMPIRES LLC	UMPIRE SERVICES - PARK & REC	\$ 6,090.00
TOM PRICE	STUMP GRINDING - 22 STUMPS	\$ 440.00
REAMS SPRINKLER SUPPLY	FERTILIZER PARKS/T-BALL FIELD	\$ 949.04
SCHOEN'S ROOFING	DEPOSIT ROOF WTP ACC BLDG&MAIN PARK ACC BLDG	\$ 2,485.33
SCHOEN'S ROOFING	FINAL PAY ROOF WTP ACC BLDG&MAIN PARK ACC BLDG	\$ 2,311.76
SPIER, GARY	COMMERCIAL PLAN REVIEW & INSPECTIONS	\$ 250.00
TK ELEVATOR CORPORATION	COMMUNITY CENTER -MAINTENANCE	\$ 2,113.32
TENNIS COURTS UNLIMITED INC	DEPOSIT - RESURFACE & STRIPE BASKETBALL CT	\$ 4,140.00
TENNIS COURTS UNLIMITED INC	FINAL PAY RESURFACE & STRIPE BASKETBALL CT	\$ 9,660.00
VOICE NEWS	PUBLICATION	\$ 323.90
VOICE NEWS	ART COUNCIL - ADD FOR FARMERS MARKET	\$ 46.00
ZELLE HUMAN RESOURCE SOLUTIONS	APRIL HR CONSULTING	\$ 3,016.80
Total		\$ 231,062.93
WELLS FARGO ADMIN CARD 3079		
VENDOR/PAYEE	DESCRIPTION/INVOICE	AMOUNT
WELLS FARGO -- NSP	CRIMINAL HISTORY - SOLICITOR PERMIT	15.50
WELLS FARGO -- SEC.OF STATE NONPROFIT	FILING FEE BIENNIAL REPORT HICKMAN FOUNDATION	28.00
WELLS FARGO -- AMAZON	PARTS FOR PARK BATHROOMS	114.35
WELLS FARGO --AMAZON	OFFICE SUPPLIES	76.42
WELLS FARGO - GOOGLE	MONTHLY SUBSCRIPTION	9.99
Total		244.26
WELLS FARGO CITY 2443		
VENDOR/PAYEE	DESCRIPTION/INVOICE	AMOUNT
WELLS FARGO -- ADOBE	MONTHLY SUB -- ACTIVITIES COORDINATOR	13.90
WELLS FARGO -- ADOBE	MONTHLY SUBSCRIPTION -- TREASURER	13.90
WELLS FARGO -- AMAZON	BATTERIES FOR SHOP	27.86
WELLS FARGO -- AMAZON	OFFICE SUPPLIES	19.28
WELLS FARGO -- OFFICE DEPOT	KEYBOARD RETURNED	(24.99)
WELLS FARGO -- SAMS CLUB	SHOP WATER	19.90
WELLS FARGO -- MPIX	8X10 COUNCIL/PLANNING COMM PHOTOS	28.69
WELLS FARGO -- OFFICE DEPOT	NAME PLATES	84.95
WELLS FARGO -- AMAZON	DISK GRINDING WHEEL-BLADE SHARPENER	128.00
WELLS FARGO -- ANDY'S TRUCK	EXHAUST FIX 2017 F-750	319.74
WELLS FARGO -- AMAZON	OFFICE SUPPLIES (BINDERS,LABELS,STATIONARY)	123.95
WELLS FARGO --UPS	RETURN TONER CARTRIDGE	18.95
WELLS FARGO --CROWN AWARDS	T-BALL COACH PITCH MEDALS - PARK & REC	793.39
WELLS FARGO -- ADOBE	MONTHLY SUBSCRIPTION -- OFFICE ASSISTANT	21.39
WELLS FARGO --AMAZON	READING CENTRE - TOYS/LEARNING ITEMS/CRAFTS	168.90
CREDIT - OVERPAYMENT		(159.77)
CREDIT - ADJUSTMENT PURCHASES		(23.72)
Total		1,574.32
MANDATORY CLAIMS		
MANDATORY CLAIMS	DESCRIPTION/INVOICE	AMOUNT
AFLAC	INSURANCE	\$ 468.24
ALL COPY	POSTAGE (WATER/SEWER)	\$ 600.00

CITY OF HICKMAN
CLAIMS
MAY 13, 2025

AMERITAS	401K (4/18/25)	\$	4,107.58
AMERITAS	401k (5/2/25)	\$	4,519.46
BLACK HILLS	ACCT 74 @ 214 E 5TH STREET SHOP	\$	88.64
BLACK HILLS	ACCT 04 @ 115 LOCUST ST COMMUNITY CENTER	\$	76.59
BLACK HILLS	ACCT 60 @ 588 CHESTNUT SHOP	\$	186.70
BOK FINANCIAL	GO WATER 2023 PRINCIPAL/INTEREST/FEE 4.15.25	\$	90,445.00
CONSTELLATION	APRIL USAGE	\$	144.59
ERIN M MCCARNEY CHAPTER 13 TRUSTEE	PAYROLL WITHHOLDING (4/12/25)	\$	504.00
ERIN M MCCARNEY CHAPTER 13 TRUSTEE	PAYROLL WITHHOLDING (5/1/25)	\$	504.00
IRS	FEDERAL WITHHOLDING (4/21/2025)	\$	7,901.74
IRS	FEDERAL WITHHOLDING (5/5/2025)	\$	8,657.54
IRS	FEDERAL WITHHOLDING (5/5/2025)	\$	645.52
MAYOR/COUNCIL PAY	4/1/25 - 4/30/25	\$	2,207.24
MEDICA	MAY HEALTH INSURANCE	\$	10,317.52
MISSION SQUARE	RETIREMENT 4/18/25	\$	729.60
MISSION SQUARE	RETIREMENT 5/2/25	\$	783.20
NEBRASKA CHILD SUPPORT PAYMENT CENTER	PAYROLL WITHHOLDING 4/21/25	\$	217.85
NEBRASKA CHILD SUPPORT PAYMENT CENTER	PAYROLL WITHHOLDING 5/5/26	\$	217.85
NEBRASKA DEP OF REVENUE	SALES & USE TAX APRIL 2025	\$	4,786.64
NEBRASKA DEP OF REVENUE	APRIL STATE WITHHOLDING	\$	2,513.24
PAYROLL	STAFF 4/18/25	\$	24,198.95
PAYROLL	STAFF 4/12/25 - ADJ TO TIMEKEEPING	\$	28.37
PAYROLL	STAFF 5/2/2025	\$	27,006.91
UNITED HEALTH CARE	MAY DENTAL/VISION	\$	528.88
UNUM	MAY LONG TERM DISABILITY	\$	221.78
VERIZON	APRIL CELL PHONE	\$	287.26
WINDSTREAM	ACCT 9419 PHONE CHARGES WTP	\$	109.24
WINDSTREAM	ACCT 2029 COMMUNITY CENTER PHONE	\$	894.94
XPRESS BILL PAY	APRIL WEB TRANSACTION FEES	\$	143.50
TOTAL	88	\$	194,042.57
TOTAL CLAIM AMOUNT PAID			\$ 426,924.08
REVIEWED AND APPROVED: TUESDAY, FEBRUARY 25, 2025			
Mayor Phil Goering	Council Member Ziemann		
Council Member Wagner	Council Member Noren		
Council Member Drahota	Council Member Borchardt		
Council Member Kulwicki	City Clerk/Recorder Michele Lincoln		

**Proclamation
National Public Works Week
May 18-24, 2025**

WHEREAS, Public Works Professionals focus on infrastructure, facilities, emergency management, and services that are of vital importance to sustainable and resilient communities and the public health, high quality of life, and well-being of the people of Hickman; and,

WHEREAS, these infrastructures, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are federally mandated first responders, and the engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in Hickman to gain knowledge and maintain ongoing interest and understanding of the importance of public works first responders and public works programs in their respective communities; and,

WHEREAS, the year 2025 marks the 65th annual National Public Works Week sponsored by the American/Canadian Public Works Association be it now,

RESOLVED, I, Phil Goering, Mayor of Hickman, Nebraska, do hereby designate the week May 18-24, 2025, as National Public Works Week; I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, ,managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

Dated this 13h day of May, 2025

Phil Goering, Mayor

ATTEST:

Michele Lincoln, City Clerk

SEAL

**PROCLAMATION
CITY OF HICKMAN
MAY 23, 2025
ALEXA CHECK DAY**

WHEREAS, In honor of Alexa Foster and the Foster family, Alexa Check Day benefits all Nebraskans by improving safety in our park and recreation facilities; and

WHEREAS, The Alexa Check means close attention is given to areas where your children play, playgrounds, restrooms, and playground equipment; and

WHEREAS, The City of Hickman values the safety of patrons in parks, playgrounds, and recreation areas; and

WHEREAS, The City of Hickman inspects all park and recreation facilities for signs of deterioration and damage; and

NOW, THEREFORE, I, Phil Goering, Mayor of the City of Hickman, Nebraska, do hereby proclaim **May 23, 2025 as ALEXA CHECK DAY**.

FURTHER, I encourage all Citizens to inspect and ensure that park shelters and facilities their families use are safe.

Dated this 13th Day of May 2025.

Phil Goering, Mayor

ATTEST:

Michele Lincoln, City Clerk

(SEAL)

KIDS TO PARKS DAY

**PROCLAMATION
CITY OF HICKMAN
MAY 17, 2025
KIDS TO PARKS DAY**

WHEREAS, May 17, 2025, is the fifteenth Kids to Parks Day organized and launched by the National Park Trust held annually on the third Saturday of May; and

WHEREAS, Kids to Parks Day empowers kids and encourages families to get outdoors and visit local parks, public lands, and waters; and

WHEREAS, we should encourage children to lead a more active lifestyle to combat issues of childhood obesity, diabetes, hypertension, and hypercholesterolemia; and

WHEREAS, Kids to Parks Day will broaden children's appreciation for nature and outdoors; and

WHEREAS, Kids to Parks Day will recognize the importance of recreating responsibly while enjoying the benefits of the outdoors; and

NOW, THEREFORE, I, Phil Goering, Mayor of the City of Hickman, Nebraska, do hereby proclaim **May 17, 2025 as KIDS TO PARKS DAY**.

Dated this 13th Day of May 2025.

Phil Goering, Mayor

ATTEST:

Michele Lincoln, City Clerk

(SEAL)

MINUTES OF THE HICKMAN PLANNING COMMISSION MEETING

May 6, 2025

1. Call to Order

Planning Commission Chair, Josh Maurer, called the Hickman Planning Commission Meeting to order at 7:00 PM on Tuesday, May 6, 2025. Notices of the meeting were distributed and posted at the Hickman City Hall, U.S. Post Office-Hickman, and U-Stop Market. The Open Meeting Laws Act, document placement in the meeting room and Executive Closed Session allowances were acknowledged and referenced. The participant sign-in sheet, registered agenda topic speaker cards and the meeting recording process were referenced.

2. Roll Call

Planning Commission Members present for Roll Call included: Jarred Horsky - Alternate, Paul Tran, Charles Stewart, Cory Ostrander, Chair Josh Maurer, Colby Huenink - ETJ Representative, Erik Nore, Brad Schlange and Lance Murry. Planning Commission Vice Chair Eldren Echternkamp was recorded as absent and excused.

3. Approval of Minutes

Chair Maurer presented April 1, 2025, Planning Commission Meeting Minutes. Motion by Huenink and seconded by Nore to approve the April 1, 2025, Planning Commission Meeting Minutes. The following members voted "YEA," Horsky, Ostrander, Maurer, Huenink, Nore, Schlange. The following members voted "NAY," none. The following members voted "Abstain" Tran, Stewart, and Murry. Motion passed 6-0-3.

4. Presentations & Introductions

None.

5. Reports

A. The staff report presented by Zoning Enforcement Officer Hoglund summarized the Etmund Estates 2nd Addition Final Plat and annexation request. Staff noted that the property is consistent with the City's Future Land Use Map, is not located in a floodplain, and can be served by existing infrastructure. Staff recommended approval of both requests, contingent upon final legal and engineering verification.

B. City Engineer Justin Stark provided a summary of his review, confirming that the subdivision layout complies with applicable design standards and public improvements. He noted that a Subdivision Agreement would be required and that minor corrections were needed prior to recording.

6. Public Hearing

A. The purpose of the hearing is to provide an opportunity for Public Comment on a request by Civil Design Group, Inc., on behalf of SWG4 LLC for Final Plat approval for Etmund Estates 2nd Addition, a proposed subdivision consisting of 79 residential lots on 23.88 acres, located west of S. 68th Street and north of Hickman Road.

Chair Maurer opened the public hearing at 7:16 pm. Mike Eckert of Civil Design Group, Inc., 8535 Executive Woods Drive, Suite 200, Lincoln, NE 68512, spoke in favor of the request and noted the changes in the City Engineer's review would be accommodated.

Hearing no further comments in opposition or neutral position, Tran made the motion to close the public hearing at 7:18 pm, seconded by Ostrander. The following members voted "YEA," Horsky, Tran, Stewart, Ostrander, Maurer, Huenink, Nore, Schlange and Murry. The following members voted "NAY," none. Motion passed 9-0.

B. The purpose of the hearing is to provide an opportunity for Public Comment on a request from Civil Design Group, Inc. on behalf of SWG4 LLC for annexation of Etmund Estates 1st Addition, Lot 1, including extension of the Extraterritorial Jurisdiction and amendment of the official zoning map.

Chair Maurer opened the public hearing at 7:19 pm. Mike Eckert of Civil Design Group, Inc., 8535 Executive Woods Drive, Suite 200, Lincoln, NE 68512, spoke in favor of the request.

Hearing no further comments in opposition or neutral position, Ostrander made the motion to close the public hearing at 7:20 pm, seconded by Tran. The following members voted "YEA," Horsky, Tran, Stewart, Ostrander, Maurer, Huenink, Nore, Schlange and Murry. The following members voted "NAY," none. Motion passed 9-0.

7. Unfinished Business – None

8. New Business

A. Recommendation to City Council on the request for Final Plat approval for Etmund Estates 2nd Addition.

Motion made by Maurer to recommend approval of the Final Plat for Etmund Estates 2nd Addition, subject to execution of a Subdivision Agreement, release of the access easement, and verification of all required conditions by the City Engineer and City Attorney.

Motion was seconded by Huenink. The following members voted "YEA," Horsky, Tran, Ostrander, Maurer, Huenink, Nore, Schlange and Murry. The following members voted "NAY," Stewart. Motion passed 8-1.

B. Recommendation to City Council on the request for annexation and zoning map amendment for Etmund Estates 1st Addition, Lot 1.

Motion made by Maurer to recommend approval to the City Council for the annexation of Etmund Estates 1st Addition, Lot 1, extension of the Extraterritorial Jurisdiction, and zoning map amendment as presented.

Motion was seconded by Horsky. The following members voted "YEA," Horsky, Tran, Stewart. Ostrander, Maurer, Huenink, Nore, Schlange and Murry. The following members voted "NAY," none. Motion passed 9-0.

9. Planning Commission Comments & Correspondence

10. Meeting Adjournment

Motion by Murry and a second by Horsky to adjourn the meeting at 7:42 PM.

The following members voted "YEA," Horsky, Tran, Stewart. Ostrander, Maurer, Huenink, Nore, Schlange and Murry. The following members voted "NAY," none. Motion passed 9-0.

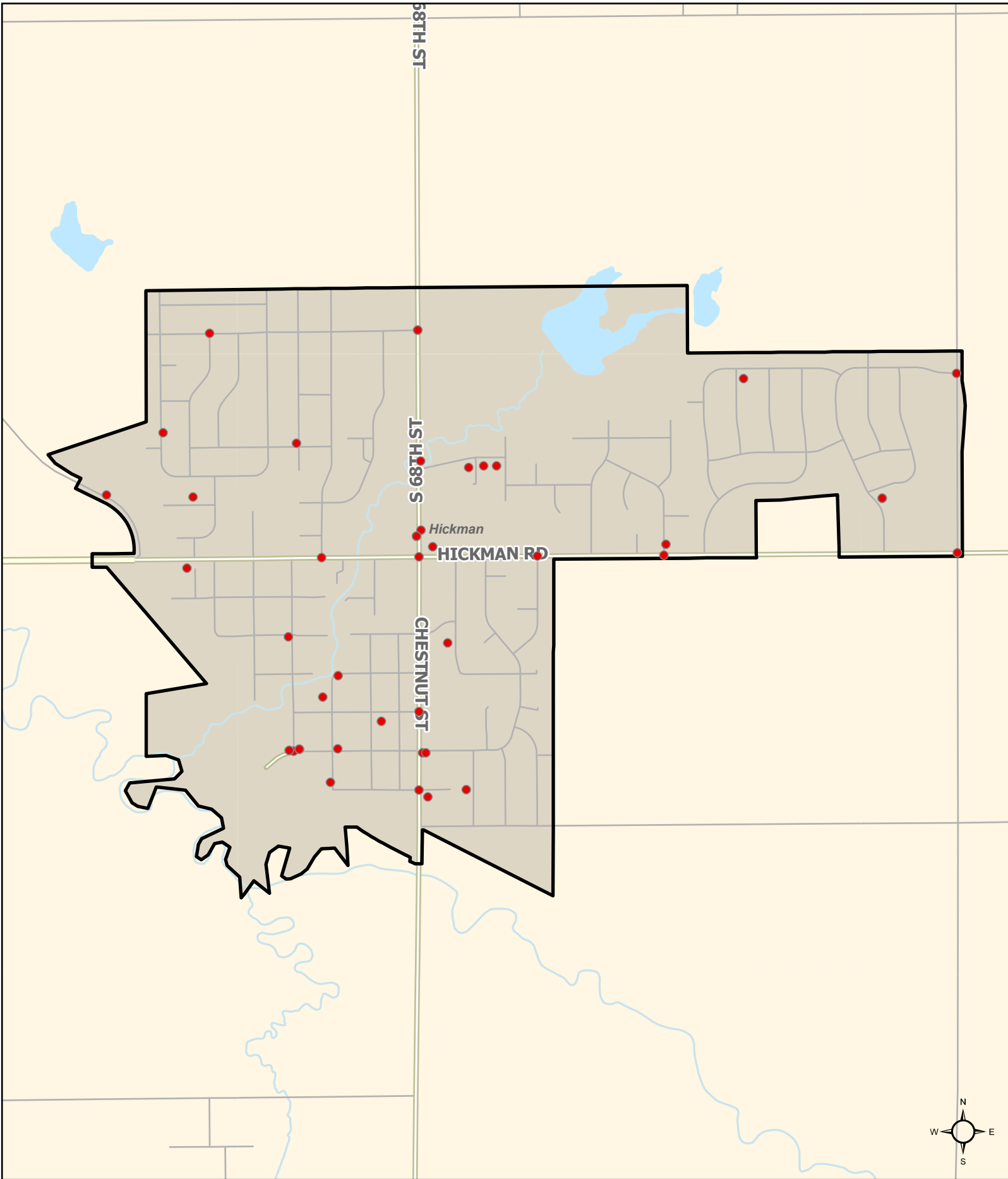
Josh Maurer, Chair

Date

Heidi Hoglund, Recording Clerk

Date

Calls for Service: Hickman



Dispatch Calls

<u>LOCATION</u>	<u>CASE</u>	<u>Incident</u>	<u>Time</u>	<u>Deputy Name</u>
April 7, 2025				
615 GARRETT PL, HICKMAN, NE,	C5002542	PROP LOST/STOLEN	1155	22221 KROESE
109 BRENTWOOD AVE, HICKMAN,	C5002549	TRAFFIC OTHER	1745	22231 ALLEN
18940 S 68TH ST, 68372	C5002544	TRAFFIC DUI	1354	22139 BRYANT
HICKORY ST & WOODLAND BLVD,	C5002540	PROP LOST/STOLEN	1039	22221 KROESE
April 8, 2025				
1030 CYPRUS BLVD, 68372	C5002560	ANIMAL DOG BARKING	927	22221 KROESE
April 10, 2025				
S 82ND ST & E 12TH ST, 68372	C5002636	TRAFFIC ANIMAL ROAD	1816	22197 MCMANUS
April 12, 2025				
214 WALNUT ST, HICKMAN, NE,	C5002695	MENTAL INVEST	1248	22191 EWBANK
108 CHESTNUT ST, HICKMAN, NE,	C5002707	OPS OTHER	2037	22197 MCMANUS
April 14, 2025				
LARKSPUR DR & HICKMAN RD,	C5002746	TRAFFIC PARK OTHER	1356	22139 BRYANT
April 15, 2025				
E 2ND ST & MAIN ST, 68372	C5002783	TRAFFIC OTHER	1908	2294 GASTON
April 16, 2025				
1214 ANNABEL AVE, LINCOLN, NE,	C5002800	DEATH NATURAL	937	22221 KROESE
S 68TH ST & HICKMAN RD, 68372	C5002795	ACC PROP DMG	801	22221 KROESE
April 17, 2025				
6800 HICKMAN RD, HICKMAN, NE,	C5002847	ALARM FALSE	2239	22221 KROESE
115 LOCUST ST, 68372	C5002835	MISC OTHER	1624	22221 KROESE
207 E 4TH ST, 68372	C5002838	MISC OTHER	1816	22214 DOWHOWER
April 18, 2025				
425 VILLAGE VIEW DR, HICKMAN,	C5002868	MEDICAL EMERG OTHER	2136	22221 KROESE
S 68TH ST & WOODLAND BLVD,	C5002861	ACC PROP DMG	1557	22221 KROESE
S 68TH ST & WOODLAND BLVD,	C5002862	ACC PROP DMG	1557	22221 KROESE
210 E 2ND ST, 68372	C5002865	FRAUD INTERNET	1841	22227 KASTENS

<u>LOCATION</u>	<u>CASE</u>	<u>Incident</u>	<u>Time</u>	<u>Deputy Name</u>
April 19, 2025				
S 82ND ST & HICKMAN RD, 68372	C5002882	ANIMAL OTHER	1301	22190 KINGSWOOD
CHESTNUT ST & E 1ST ST, 68372	C5002873	DISTURBANCE OTHER	255	22217 CALDWELL
April 22, 2025				
110 E 2ND ST, 68372	C5002966	MISC OTHER	2140	22224 LOPEZ
April 23, 2025				
1007 RIDGE RD, 68372	C5002974	ASSAULT DOMESTIC	218	22201 KINGSWOOD
April 24, 2025				
110 E 2ND ST, 68372	C5003004	SPEC SVC CHECK WELF	657	22150 MEYER
505 E 2ND ST, 68372	C5003018	SEX OFFENSE OTHER	1247	22203 DIMAS
110 E 2ND ST, 68372	C5003032	SPEC SVC OTHER	2047	22221 KROESE
April 25, 2025				
E 3RD ST & CHESTNUT ST, 68372	C5003062	TRAFFIC OTHER	2121	22221 KROESE
April 27, 2025				
925 CHICORY LN, HICKMAN, NE, HICKMAN RD & AUTUMN RD,	C5003100	ANIMAL DOG BARKING	946	22208 SCHENDT
	C5003105	TRAFFIC OTHER	1145	22208 SCHENDT
April 28, 2025				
515 E 2ND ST, 68372	C5003128	SUSPICIOUS VEHICLE	1024	22168 DAHLKE
April 29, 2025				
870 TITAN DR, HICKMAN, NE,	C5003158	ANIMAL DOG AT LARGE	1512	22173 FUNK
18955 S 68TH ST, 68372	C5003161	ACC PROP DMG	1613	22173 FUNK
730 LARKSPUR DR, 68372	C5003165	DEATH NATURAL	2131	22173 FUNK
April 30, 2025				
335 LOCUST ST, HICKMAN, NE,	C5003173	ANIMAL DOG BITE/INJ	1037	22190 KINGSWOOD
206 W 2ND ST, 68372	C5003188	MENTAL INVEST	1852	22227 KASTENS
May 1, 2025				
18955 S 68TH ST, 68372	C5003226	ALARM FALSE	2219	22221 KROESE

<u>LOCATION</u>	<u>CASE</u>	<u>Incident</u>	<u>Time</u>	<u>Deputy Name</u>
May 2, 2025				
18820 S 54TH ST, 68372	C5003250	ASSAULT DOMESTIC	1559	22221 KROESE
206 W 2ND ST, 68372	C5003256	DISTURBANCE OTHER	1923	22227 KASTENS
18955 S 68TH ST, 68372	C5003234	ALARM FALSE	732	22232 NEEDHAM
May 4, 2025				
925 MORNING GLORY CT,	C5003304	ANIMAL OTHER	1712	22155 BUTTERS
May 6, 2025				
230 ORCHARD PL, HICKMAN, NE,	C5003373	SUSPICIOUS PERSON	2033	22176 SARNES
18780 S 68TH ST, 68372	C5003358	MISC OTHER	1233	22225 LIVINGSTON
May 7, 2025				
920 MORNING GLORY CT,	C5003379	DISTURBANCE OTHER	1242	22208 SCHENDT
May 9, 2025				
870 TITAN DR, HICKMAN, NE,	C5003445	CHILD AB/NEG OTHER	1800	22221 KROESE
May 10, 2025				
105 W 5TH ST, 68372	C5003470	FRAUD INTERNET	1155	22150 MEYER
HICKMAN RD & CONESTOGA AVE,	C5003491	TRAFFIC OTHER	2039	22221 KROESE

Report Totals

Count: 46
Date Exported: 5/12/2025 10:01 PM

April 2025 Community Center/Activities Report

11 Rental Inquiries

2 Tours

49 Participants for Open Gym Time

53 Participants for Adults Only Pickleball Open Play

40 Participants for Adults Pickup Basketball

In the Meeting Rooms, A & B

- 6 Nonprofit Meetings
- 1 Nonprofit Baby Shower
- 1 Birthday Party
- 1 Tee Ball/Coach Pitch Coaches' Meeting
- 1 Class/Lecture
- 1 Hickman Reading Centre 20th Anniversary Open House

In the Multipurpose Room

- 6 Adults Only Pickleball Open Plays
- 5 Adults Pickup Basketball
- 3 Birthday Parties
- 1 Pickleball Athletic Reservation
- 1 End of Season Banquet
- 1 Norris PTO Book Bingo & Trivia
- 1 Family Holiday Gathering
- 1 Fundraiser

Upcoming Events for Community in April 2025

- **Adults Only – Pickleball Open Play Spring/Summer Hours:**
 - Wednesdays from 4:00 PM to 8:00 PM
 - 2nd & 4th Fridays from 9:00 AM to 1:00 PM
 - *Hours subject to change based on current rental schedule.*
- **Adults Only – Pickup Basketball**
 - Tuesdays 5:30 AM to 7:30 AM
- **Hickman Arts Council's Farmers Market**
 - 1st & 3rd Thursdays from 5:00 PM – 8:00 PM, May through September
- **Hickman AED Dedication & Community Celebration Event**
 - Friday, June 6th at 6:00 PM in Hickman City Park
 - **MEET** Hickman first responders
 - **SEE** how easy it is to use an AED
 - **LEARN** hands only CPR chest compressions
 - First all weather, tamper proof, and accessible 24/7 AED in Lancaster County

Damage to Report: None

Hickman Youth Sports:

- Baseball/Softball Games begin the week of May 5th
- Tee Ball & Coach/Machine Pitch Games begin the week of May 19th
- Coed NFL FLAG Football Registration opens June 1st (K – 6th Grade)

April 2025 Community Center/Activities Report

FRIDAY, JUNE 6TH AT 6:00PM



AED DEDICATION & COMMUNITY CELEBRATION EVENT

HICKMAN CITY PARK

**100 MAIN STREET
HICKMAN, NE**

MEET

HICKMAN FIRST RESPONDERS

SEE

HOW EASY IT IS TO USE AN AED

LEARN

HANDS ONLY CPR CHEST COMPRESSIONS



The Aliver Foundation:

Helping Hearts Since 2024



Public Work & Parks Department Report

May 2025

Public Works

- 811 Locate Tickets
- Gathered GIS data.
- Had a couple power outages that were relatively small cases and Norris Public Power District took care of them.
- Street light damage from high winds that NPPD took care of.
- Providing traffic control for the new Farmers Market. (Barricades)
- Cut sapling trees out of liner and sprayed the vegetation.
- Have talked to contractors about the different bid items on the proposed parking lot on 1st street.

Water & Wastewater

- Installed meters for new construction building permits
- Routine sampling
- Meter Reading
- Contractor replaced steps leading to new headworks building and poured sidewalk around new clarifier.
- Contractor seeded the wastewater site.
- Had a sewer Call out for 531 E 5th. GCP Bored Through a sewer main.
- Alternate watering days Started May 1. We have issued a few warnings.
- 8" water line got rerouted for the next building at hickman hills apts.
- The future site of Matt Barbers apartments off hickman road has seen activity in the last few weeks.
- Met with Olsson to discuss what the future of the water system will look like. (Needs and Options)

Streets

- Worked on a few street lights.
- Working with contractor to get some hard dates to start on downtown lighting project.
- Contractor plans on working on hickman road when school lets out to avoid a lot of traffic.
- Contractor is crack sealing.
- Contractor is looking at Thursday or Friday of this week to pour the bases for cross walks.
- Elliot Concrete did a decent amount of street repair on Lindale Circle.
- Funks installed the Culvert off Hickman road.

Parks

- We have had 2 of the part time summer employees start and we are in full swing with mowing.
- We planted a 5 trees for arbor day along the trail between the bridge and the fire station.
- We had Exmark Demoed a stand-on sprayer/spreader that can be used for several applications. They also demoed riding mowers and a stand-on mower.
- Lots of spraying for weeds.
- Kids from Norris did some clean up in the park.
- Jindra irrigation has started installing Sprinklers for the Flag football field area.

**PUBLIC NOTICE
CITY OF HICKMAN, NEBRASKA
CITY COUNCIL MEETING**

Notice is hereby given that the Hickman City Council will be holding a public hearing on Tuesday, May 13, 2025, during the regular meeting beginning at 7:00 pm at the Hickman Community Center/City Hall, 115 Locust Street, Room 128, Hickman, Nebraska.

The purpose of the hearing is to provide an opportunity for Public Comment on a request from Youngs Custom Fabrication and Restoration for a Conditional Use Permit to operate an Automotive and Machinery Repair Shop in the C-1 Downtown Commercial Limited District on property legally described as Block 22, Lot 4, EX W20' Hickman Addition; commonly known as 105 Locust Street, Hickman, NE 68372.

Michele Lincoln
City Clerk

The Voice News

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

INVOICE - AFFIDAVIT OF PUBLICATION

INVOICE #	38004721	DUE DATE	5/31/2025
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BILL TO
City of Hickman ATTN: Clerk 115 Locust Street Hickman, NE 68372

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

VOICE NEWS

News of Otoe, Johnson, Gage, Cass, Lancaster, Douglas,
Saline, Sarpy & Saunders Counties,

a legal newspaper which is published and is in general circulation in Lancaster, Gage, Johnson, Otoe, Cass, Douglas, Saline, 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:

PUBLIC NOTICE CITY OF HICKMAN, NEBRASKA CITY COUNCIL MEETING

Notice is hereby given that the Hickman City Council will be holding a public hearing on Tuesday, May 13, 2025, during the regular meeting beginning at 7:00 pm at the Hickman Community Center/City Hall, 115 Locust Street, Room 128, Hickman, Nebraska.

The purpose of the hearing is to provide an opportunity for Public Comment on a request from Youngs Custom Fabrication and Restoration for a Conditional Use Permit to operate an Automotive and Machinery Repair Shop in the C-1 Downtown Commercial Limited District on property legally described as Block 22, Lot 4, EX W20' Hickman Addition; commonly known as 105 Locust Street, Hickman, NE 68372.

Michele Lincoln
City Clerk

May 1 - 27 lns
ZNEZ

1	Successive Week(s)
Beginning with the issue of:	5/1/2025
and ending with the issue of:	5/1/2025
Publisher's fee at Legal Rate is:	\$15.97

Darren P. Ivy

Darren P. Ivy, Publisher

Summary Information	Weekly Cost
Notice of City Council May 13 Public Meeting - May 1	13.47
Affidavit Fee	2.50

Subscribed and sworn before me, this 13th day
of May, 2025

Shelah M. Davis
Notary Public



PUBLIC NOTICE
City of Hickman, Nebraska
City Council Public Hearing

The Hickman City Council will hold a public hearing on Tuesday, May 13, 2025, at 7:00 p.m. at the Hickman Community Center/City Hall, 115 Locust Street, Room 128, Hickman, Nebraska.

The hearing is to consider a request by Civil Design Group, Inc. on behalf of SWG4 LLC for annexation, ETJ extension, and Final Plat approval for Etmund Estates 2nd Addition, a proposed subdivision consisting of 79 residential lots on 23.88 acres, located west of S. 68th Street and north of Hickman Road.

Legal Description: Etmund Estates 1st Addition, Lot 1, Parcel ID: 1528202001000, Hickman, NE 68372.

All interested parties are invited to attend.

Michele Lincoln, City Clerk

The Voice News

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

INVOICE - AFFIDAVIT OF PUBLICATION

INVOICE #	38004722	DUE DATE	5/31/2025
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BILL TO
City of Hickman ATTN: Clerk 115 Locust Street Hickman, NE 68372

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

VOICE NEWS

News of Otoe, Johnson, Gage, Cass, Lancaster, Douglas,
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a legal newspaper which is published and is in general circulation in Lancaster, Gage, Johnson, Otoe, Cass, Douglas, Saline, 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:

**PUBLIC NOTICE
 CITY OF HICKMAN, NEBRASKA
 CITY COUNCIL PUBLIC HEARING**

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The hearing is to consider a request by Civil Design Group, Inc. on behalf of SWG4 LLC for annexation, ETJ extension, and Final Plat approval for Etmund Estates 2nd Addition, a proposed subdivision consisting of 79 residential lots on 23.88 acres, located west of S. 68th Street and north of Hickman Road.

Legal Description: Etmund Estates 1st Addition, Lot 1, Parcel ID: 1528202001000, Hickman, NE 68372.

All interested parties are invited to attend.

Michele Lincoln, City Clerk

May 1 - 28 lns
 ZNEZ

1	Successive Week(s)
Beginning with the issue of:	5/1/2025
and ending with the issue of:	5/1/2025
Publisher's fee at Legal Rate is:	\$16.47

Darren P. Ivy

Darren P. Ivy, Publisher

Summary Information	Weekly Cost
Notice of City Council May 13 Public Hearing - May 1 Affidavit Fee	13.97 2.50

Subscribed and sworn before me, this 15th day of May, 2025

Shelah M. Davis
 Notary Public



**ORDINANCES OF A GENERAL
AND PERMANENT NATURE
OF THE CITY OF HICKMAN, NEBRASKA**

ORDINANCE NO. 2025-03

**AN ORDINANCE OF THE CITY OF HICKMAN, NEBRASKA, RECODIFYING
THE GENERAL ORDINANCES OF THE CITY; REPEALING PRIOR ORDINANCES
IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.**

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

SECTION 0-001: RECODIFICATION

The ordinances of the City of Hickman, Nebraska, are hereby compiled and classified into ten chapters and the sections thereunder, which are adopted and declared to be the ordinances of this city.

SECTION 0-002: REPEAL PRIOR ORDINANCES IN CONFLICT

All ordinances and parts of ordinances of a general or permanent nature passed and approved prior to the passage and approval of this codification ordinance and in conflict with this ordinance are hereby repealed; provided, in construing the provisions of this ordinance, the following ordinances shall not be considered or held to be ordinances of a general or permanent nature, to-wit:

1. Ordinances vacating streets or alleys;
2. Ordinances authorizing or directing public improvements to be made;
3. Ordinances levying taxes or special assessments;
4. Ordinances granting any right, privilege, franchise, or license to persons, firms, or corporations;
5. Ordinances providing for the issuance of bonds or other instruments of indebtedness;
6. Any other ordinance which by nature would be considered special.

SECTION 0-003: EXCEPTIONS

The repeal of ordinances as provided in the preceding section hereof shall not affect any right acquired, fines, penalties, forfeitures, or liabilities incurred thereunder, or actions involving any of the provisions of such ordinances and parts thereof. Said ordinances above repealed are hereby continued in force and effect after the passage, approval and publication hereof for the purpose of all such rights, fines, penalties, forfeitures, and liabilities and actions therefor.

SECTION 0-004: CONSTRUCTION OF CHAPTERS

For purposes of construction, each chapter contained and arranged in this code shall be considered as a separate and distinct ordinance grouped for convenience under General Codification Ordinance No. 2025-03, and each section appearing in the several chapters of this code shall be considered a separate and distinct unit of legislation germane to the chapter or article under which it is considered.

SECTION 0-005: DEFINING CHAPTERS AND SECTIONS; ORDINANCE NUMBERING

The chapters and sections as set forth herein shall be and hereby are declared to be the chapters and sections to designate said provisions, and all ordinances hereafter passed shall be numbered consecutively.

SECTION 0-006: GENERAL DEFINITIONS

1. *Person*. Whenever used in this code, "person" shall include persons, artificial persons such as corporations, co-partnerships, associations, and all aggregate organizations of whatever character.

2. *Gender, number*. All words used herein implying the masculine gender may apply to and include the feminine or neuter gender, and all words importing the plural may be applied to and mean a single person, firm or thing, or vice versa; and all words importing the singular number may be applied to and mean plural number.

3. *Code, ordinance, article*. "Municipal code" shall mean General Codification Ordinance No. 2025-03. "Ordinance" and "article" are used synonymously, unless from the context the contrary clearly appears.

4. *City, municipal, municipality*. These terms, whenever used in this code, refer to the City of Hickman, Nebraska, a municipal corporation.

SECTION 0-007: VALIDITY

Each chapter, section, and subdivision of a section of each ordinance is hereby declared to be independent of each other chapter, section, or subdivision of a section so far as inducement of the passage of this ordinance is concerned; and the invalidity of any chapter, section, or subdivision of a section of this ordinance shall not invalidate any other chapter, section, or subdivision of a section thereof.

SECTION 0-008: NONSUBSTANTIVE CHANGES

Municipal Code Services, Inc., and the city clerk be and hereby are authorized to make nonsubstantive changes in this ordinance to correct the spelling of words, capitalize or uncapitalize words, and make other similar changes in accordance with accepted us-

age or for consistency with terminology used in other provisions of this code. Municipal Code Services, Inc., and the city clerk are further authorized to make other nonsubstantive changes necessary to incorporate ordinance material into this code while preserving the original meaning of the ordinance sections.

SECTION 0-009: EMPOWERMENT OF OTHER LAW ENFORCEMENT PERSONNEL

The terms "city police" or "city law enforcement" shall apply in all instances to all other law enforcement officials, including the county sheriff and deputies and Nebraska State Patrol troopers. Whenever this codifying ordinance empowers the city police to take any action, such empowerment shall extend to and apply equally to the county sheriff or deputies or any Nebraska State Patrol troopers.

SECTION 0-010: DOLLAR AMOUNTS NOT REQUIRED TO BE INCORPORATED

All compensation amounts for city officials and employees, fees and charges for providing municipal services to the customers of such services, occupation taxes, and minimum fines for violation of municipal ordinances may be established from time to time by ordinance or resolution as required or permitted by Nebraska law. Any such ordinance or resolution shall be kept on file with the city clerk and available for public inspection during normal office hours. Such ordinances containing compensation, fees, charges, taxes and fines shall be published as required by law but it shall not be required that they be incorporated into the general ordinances in book form.

SECTION 0-011: FINES, COSTS, COMMITMENTS

In any case where any person, including a partnership or corporation, shall have been found guilty of the violation of any city ordinance, such person shall pay the costs of prosecution and court costs and shall stand committed until the same shall have been paid in full.

SECTION 0-012: BLANKET PENALTY

Any person, firm, or corporation, their agents or servants, who shall violate any of the provisions of the within municipal code of ordinances, chapters, sections, or subdivisions of sections included herein, unless specifically otherwise provided herein, shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in any sum not to exceed \$500.00.

SECTION 0-013: PUBLICATION AND DISTRIBUTION

This code was printed in book form under the direction of the Mayor and City Council and shall be distributed as they may see fit.

SECTION 0-014: WHEN OPERATIVE

This ordinance shall be in full force and take effect from and after its passage, approval and publication according to law.

Passed and approved this _____ day of _____, 2025.

CITY OF HICKMAN, NEBRASKA

Phil Goering, Mayor

ATTEST:

Michele Lincoln, City Clerk

CERTIFICATION OF PASSAGE

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

I, Michele Lincoln, city clerk in and for the City of Hickman, Nebraska, do hereby certify that Ordinance No. 2025-03, which is herein set out, was duly passed by the City Council of the City of Hickman on the _____ day of _____, 2025, and was duly approved by the mayor on the same date.

In testimony whereof, I have hereunto set my hand and affixed my official seal this _____ day of _____, 2025.

Michele Lincoln, City Clerk

(S E A L)

**ORDINANCE NO. 2025-06
MASTER FEE SCHEDULE**

AN ORDINANCE TO ESTABLISH THE AMOUNT OF CERTAIN FEES AND TAXES CHARGED BY THE CITY OF HICKMAN FOR VARIOUS SERVICES INCLUDING BUT NOT LIMITED TO: BUILDING PERMIT & INFRASTRUCTURE FEES, ZONING FEES, OCCUPATION TAX, PUBLIC RECORDS, RESPONSE TO CODE VIOLATIONS & OTHER INCIDENTS, RECREATION, ANNUAL FEES & LICENSES, RETURNED CHECK FEE; MUNICIPAL UTILITIES INCLUDING WATER, SEWER AND ELECTRICAL FOR RESIDENTIAL USERS AND COMMERCIAL USERS (INCLUDING INDUSTRIAL USERS) OF THE CITY OF HICKMAN AND TO PROVIDE THE EFFECTIVE DATE HEREOF, AND ORDERING THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM.

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

Section 1. The City Council of the City of Hickman has determined that the fee structure for services and products provided by the City shall be as follows:

1. BUILDING PERMIT & INFRASTRUCTURE FEES

A. NEW RESIDENTIAL CONSTRUCTION FEES (WITHIN CITY LIMITS)

Sewer Fees:

Sewer Connection Fee	\$520.00
Sewer Infrastructure Fee*	\$780.00

Water Fees:

Water Connection Fee:	
1" (includes Meter & Ball Valve)	\$975.00
>1" (includes Meter & Ball Valve)	\$650.00
	+ Actual Cost of Meter & Valve
Water Infrastructure Fee*	\$1,040.00

Electrical Fees:

Electrical Connection Fee	\$780.00
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Streets Fees:

Streets Infrastructure Fee*	\$520.00
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Parks Fees:

Parks Infrastructure Fee*	\$910.00
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*Exemption from Infrastructure Fees: The replacement of a residential building or structure that meets the definition of a dangerous building, per Hickman Municipal Code 3-507, with a new building or structure of the same use, provided the rebuilding or replacement occurs no later than ten years after the demolition or removal of the previous building or structure, shall be exempt from all infrastructure fees. The connection fees shall be paid during the replacement of a dilapidated, destroyed or partially destroyed structure only when new tap or connection is necessary.

B. NEW COMMERCIAL CONSTRUCTION FEES (WITHIN CITY LIMITS)

Sewer Fees:

Sewer Connection Fee	\$650.00
Sewer Infrastructure Fee	\$910.00

Water Fees:

Water Connection Fee:	
1" (includes Meter & Ball Valve)	\$975.00
>1" (includes Meter & Ball Valve)	\$650.00
	+ Actual Cost of Meter & Valve
Water Infrastructure Fee	\$1,040.00

Electrical Fees:

Ordinance No. 2025-06 - Master Fee Schedule

Electrical Connection Fee	\$3,250.00 (Includes Transformer Vault)
Streets Fees:	
Streets Infrastructure Fee	\$520.00
Parks Fees:	
Parks Infrastructure Fee	\$910.00

C. NEW CONSTRUCTION FEES (OUTSIDE OF CITY LIMITS WHEN CONNECTING TO CITY SERVICE)

Sewer Fees:	
Sewer Connection Fee	\$2,080.00
Water Connection Fee:	
1" (includes Meter & Ball Valve)	\$3,900.00
>1" (includes Meter & Ball Valve)	\$2,080.00 + Actual Cost of Meter & Valve
Electrical Fees:	
Electrical Connection Fee	\$1,300.00

D. INSPECTIONS FEES

Residential Plan Review	\$50.00 per hour
Commercial Plan Review	\$50.00 per hour
Foundation	\$50.00
Framing Rough-In	\$50.00
Plumbing Ground Work	\$50.00
Plumbing Rough-In	\$50.00
Plumbing Finished	\$50.00
Fuel Gas Piping Rough-In	\$50.00
Fuel Gas Piping Final	\$50.00
HVAC Rough-In	\$50.00
HVAC Final	\$50.00
HVAC Deco Fireplace	\$50.00
Temporary Electrical	\$50.00
Electrical Rough-In	\$50.00
Electrical Final	\$50.00
Electrical Service (Panel)	\$50.00
Finish Building	\$50.00
Re-inspection Fee	Fee as listed above

E. NEW CONSTRUCTION, REMODEL OR REPAIR VALUATION PER SQUARE FOOT

Per Square Foot of Main Floor	X\$80.00
Per Square Foot of Finished	Upper/Lower Floors X\$65.00
Per Square Foot of Unfinished	Upper/Lower Floors X\$40.00
Per Square Foot of Garage	X\$40.00
Per Square Foot of Carport	X\$20.00
Per Square Foot of Agriculture Building	X\$18.50
Per Square Foot of Deck/Patio	X\$25.00
Per Square Foot of Remodel/Finish	X\$25.00
Per Square Foot of Addition	X\$40.00

F. PERMIT FEE & Deposit & Penalty(Residential & Commercial)

Ordinance No. 2025-06 - Master Fee Schedule

Construction Valuation < \$9,000.00	\$65.00	
Construction Valuation \$9,001.00 to \$49,999.00	\$65.00 + \$1.35	per \$1,000.00
Construction Valuation ≥ \$50,000.00	\$65.00 + \$1.35	per \$1,000.00
New Construction Refundable Deposit	\$500.00	
Penalty: Working without a Permit	3X Regular Permit Fee	

G. OTHER BUILDING PERMIT FEES

Accessory Building Placement <120ft ²	\$45.00
Demolition Permit	\$100.00
Demolition Permit Deposit	\$1,000.00
Sidewalk Permit (New Construction)	\$45.00
Sidewalk Permit (Replacement)	\$0.00
Driveway/Curb Cut Permit	\$35.00
Fence	\$45.00
Floodplain Development Permit	\$200.00
Floodplain Development Permit For Temporary Swimming Pool	\$10.00
Swimming Pool Permit	\$35.00
Sign Permit	\$75.00
Temporary Sign Permit	\$35.00
Moving Building Permit	\$175.00
Occupancy Permit	\$100.00
Tower Development Permit Fee	\$3,500.00

BUILDING PERMIT & INFRASTRUCTURE FEES REFUND POLICY

The following fees or charges may be refunded as indicated:

Eighty percent (80%) of the building permit and infrastructure fees may be refunded if the work has not commenced and the request for refund is made within six months of the date of permit issuance.

2. ZONING & VACATION FEES

Administrative Re-plat Fee	\$350.00
Conditional Use Permit	\$500.00
Subdivision Preliminary Plat Fee	\$1,000.00 + \$10.00 per Lot
Subdivision Final Plat Fee	\$1,000.00 + \$10.00 per Lot
Vacate Plat Fee	\$500.00
Variance Request/Board of Adjustments	\$500.00
Zoning Change Request	\$500.00
Infrastructure Development Fee	\$1,250.00 per Acre
Engineering Review	\$100.00 +Actual Charges
Attorney Review	\$100.00 +Actual Charges
Request to Vacate Alley Fee	\$150.00
Annexation Request	\$150.00
Zoning & Subdivision Text Amendment	\$300.00

3. OCCUPATION TAXES

Retailer of Beer, on sale only, per year	\$50.00
Retailer of Alcoholic Beverages, Including beer, off sales only	\$300.00
Liquor License Publication Fee	\$20.00

4. ANNUAL LICENSES & FEES

Dog Licensing Fee up to 2 Dogs	\$10.00 per Dog
Dog Licensing Fee 3 or More Dogs	\$50.00 per Dog
Kennel License Fee	\$150.00
Tobacco License Fee	\$10.00
Fireworks License (Summer & Winter Sales)	\$1,500.00
Fireworks Deposit – Summer Sales	\$200.00
Fireworks Deposit – Winter Sales	\$200.00
Solicitor/Peddler License	\$35.00
Horse Permit Fee	\$50.00 per Horse
Horse Permit Late Fee	\$25.00 per Permit
Golf Car Registration Fee	\$25.00 per Golf Car
ATV/UTV Registration Fee	\$25.00 per ATV/UTV
Chicken Permit Fee	\$10.00
Block Party Permit Fee	\$25.00

5. PUBLIC RECORDS AND COPY REQUEST

8½ X 11 Regular Copy	\$0.25 per Page
8½ X 11 Regular Fax	\$1.00 per Page
8½ X 14 Legal Size Copy	\$0.50 per Page
11 X 17 Ledger Size Copy	\$1.00 per Page
Open Records Searching, Identifying, Physically Redacting, or Copying >4 hours.	Actual Calculated Labor Cost
8½ X 11 Official Zoning Map	\$1.00
Comprehensive Plan	\$100.00
Zoning Regulation	\$50.00
Subdivision Regulations	\$25.00

6. RESPONSE TO CODE VIOLATIONS & OTHER INCIDENTS

*includes time of one city employee to operate

Nuisance Mowing (includes equipment & employee(s))	\$250.00 per event
Non-Nuisance Mowing*	\$75.00 per Hour
Weed Eater*	\$75.00 per Hour
Snow Plow*	\$125.00 per Hour
Street Sweeper*	\$75.00 per Hour
Self-Propelled Small Sweeper*	\$50.00 per Hour
Backhoe*	\$225.00 per Hour
Bucket Truck*	\$300.00 per Hour
Skid Steer*	\$100.00 per Hour
½ Ton Pick-up*	\$50.00 per Hour
Dump Truck*	\$250.00 per Hour
On Site Inspection	\$40.00
Parking Ticket Paid Within 7 Days	\$7.00
Parking Ticket Paid Within 30 Days	\$12.00
Additional Employee (No Equipment)	\$50.00 per Hour
Private Utility Line Repair	Actual Material Cost + Listed Equipment Rate + Actual Labor Cost of Additional Employees
Water - Restricted Use, Third Offense	\$250.00
Water - Restricted Use, Fourth & Continual Offenses	\$1,000.00

7. RECREATION & COMMUNITY CENTER FEES

A. Hickman Team Annual Registration Fees*

*per Event Registration Forms

B. Field Usage Fees

Usage Regular All Fields \$75.00 For 3 hour Block
 Field Cancellation \$50.00 Less than 7 day Notice
 Buchanan Field per Approved Lease Agreement

C. Community Center Fees*

*per Community Center Rental Guide Forms and Applications

8. RETURNED CHECK & OTHER FEES

Returned Check Fee \$45.00
 Mileage Rate Current IRS Rate
 Auditor Fees Actual Rate/Charge
 Engineering Fees Actual Rate/Charge
 Legal Fees Actual Rate/Charge
 Survey Fees Actual Rate/Charge
 Other Professional Services Actual Rate/Charge

9. UTILITY RATES & DEPOSITS

A. ELECTRICAL RATES			
RESIDENTIAL	Summer Rate	Winter Rate	Deposit
Customer Charge	\$16.75	\$16.75	\$100.00
First 1,000 KWH, per KWH at	0.1024 Per KWH	0.0924 Per KWH	
Over 1,000 KWH, per KWH at	0.0700 Per KWH	0.0595 Per KWH	
COMMERCIAL	Summer Rate	Winter Rate	Deposit
Customer Charge	\$18.50	\$18.50	\$500.00
First 1,000 KWH, per KWH at	0.1355 Per KWH	0.1355 Per KWH	
Next 9,000 KWH, per KWH at	0.1000 Per KWH	0.0900 Per KWH	
Over 10,000 KWH, per KWH at	0.0950 Per KWH	0.0720 Per KWH	
INDUSTRIAL			
Applicable when consumption exceeds 15,000 KWH per month and a demand meter has been installed. \$45.00 Monthly Service Charge PLUS 30 minute demand charge at \$12.50 for Summer Rate usage and \$11.00 for Winter Rate usage. PLUS			
AN ENERGY CHARGE OF:			
The first 200 KWH, per KWH at	0.04300 Per KWH	0.04300 Per KWH	
All over 200 KWH, per KWH at	0.02734 Per KWH	0.02734 Per KWH	
IN ANY GIVEN MONTH THERE SHALL BE A MINIMUM CHARGE OF \$420.00.			
DEPOSIT \$1,000.00			

MUNICIPAL	ALL MUNICIPAL USE SHALL BE BILLED AT THE COMMERCIAL RATE.
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NET METERING CREDIT	Summer Rate	Winter Rate
Net Excess Generation		
Wind Generation	\$0.0489 per KWH	\$0.0413 per KWH
Photo-voltaic Generation	\$0.0880 per KWH	\$0.0504 per KWH
Baseload Generation (e.g. methane fueled)	\$0.0450 per KWH	\$0.0448 per KWH

B. WATER	Customer Charge	Plus/1,000 Charge
RESIDENTIAL	\$27.60 <u>\$29.26</u> Per Month	\$2.50 <u>\$2.65</u> /1,000 gallons for first 10,000 \$4.50 <u>\$4.77</u> /1,000 gallons for next 10,000 \$6.50 <u>\$6.89</u> /1,000 gallons in excess of 20,000
COMMERCIAL	\$37.20 <u>\$39.43</u> Per Month	\$2.50 <u>\$2.65</u> /1,000 gallons for first 10,000 \$4.50 <u>\$4.77</u> /1,000 gallons for next 10,000 \$6.50 <u>\$6.89</u> /1,000 gallons in excess of 20,000
MUNICIPAL	\$37.20 <u>\$39.43</u> Per Month	\$2.50 <u>\$2.65</u> /1,000 gallons for first 10,000 \$4.50 <u>\$4.77</u> /1,000 gallons for next 10,000 \$6.50 <u>\$6.89</u> /1,000 gallons in excess of 20,000
MULTI-FAMILY	<2" \$27.60 <u>\$29.15</u> 3" \$54.50 <u>\$57.77</u> 4" \$79.50 <u>\$84.27</u> 6" \$254.50 <u>\$269.77</u>	Plus/1,000 Charge \$2.50 <u>\$2.65</u> /1,000 gallons for first 10,000 \$4.50 <u>\$4.77</u> /1,000 gallons for next 10,000 \$6.50 <u>\$6.89</u> /1,000 gallons in excess of 20,000
TANK TRUCK	\$48.00 <u>\$47.70</u> for first 1,000 Gallons or any part thereof.	\$5.00 <u>\$5.30</u> Per 1000 Gallons >1,000 Gallons

C. SEWER	Base Rate	Per 1,000 gallons of metered water used during base period
RESIDENTIAL	\$47.90 <u>\$50.30</u> Per Month	\$3.50 <u>\$3.68</u> Per 1000
COMMERCIAL	\$66.90 <u>\$70.25</u> Per Month	\$3.15 <u>\$3.31</u> Per 1000
MUNICIPAL	\$50.00 <u>\$70.25</u> Per Month	\$3.15 <u>\$3.31</u> Per 1000
MULTI-FAMILY	<2" \$47.90 <u>\$50.30</u> 3" \$72.30 <u>\$75.92</u> 4" \$92.30 <u>\$96.92</u> 6" \$267.90 <u>\$280.67</u>	\$3.50 <u>\$3.68</u> Per 1000
LIFT STATION/PUMPING	<2" \$47.90 <u>\$50.30</u> 3" \$72.30 <u>\$75.92</u> 4" \$92.30 <u>\$96.92</u> 6" \$267.90 <u>\$280.67</u>	Per 1,000 gallons of metered water discharge \$4.25 <u>\$4.46</u> Per 1000

D. Utility Services

Service Call	\$45.00
Request Curb Stop Turn-on/off	\$45.00 (Single charge for same day service)
Request Electrical Disconnect/Connect	\$45.00 (Single charge for same day service)
After Hours/Weekend Service Call	Service Call Fee x2
Delinquency Reconnection	\$100.00

Section 2. All other ordinances approved prior to the passage, approval, and publication or posting of this ordinance which conflict with these provisions are repealed.

Ordinance No. 2025-06 - Master Fee Schedule

Section 3. This ordinance shall take effect and be in full force from and after its passage, approval, and publication or posting in pamphlet form as required by law.

PASSED AND APPROVED THIS 8th day of April 2025.

Mayor Phil Goering

(SEAL)

ATTEST:

Michele Lincoln, CMC, City Clerk

RESOLUTION NO. 2025-03
Sale & Conveyance of Real Property

WHEREAS, The City of Hickman has authority under Nebraska State Statute 17-503 and Section 6-109 of the Municipal Code of Hickman, to order the sale and conveyance of City owned real property through the adoption of a resolution by the City Council directing the sale and the manner and terms of the sale, and

WHEREAS, The City of Hickman owns real property, described as follows, that is hereby directed to be sold at the established minimum price for the property and serve as a minimum for a sealed bid:

Etmund Estates 1st Addition, Lot 2
Parcel ID: 15-28-202-002-000
Minimum Bid: \$10,000.00

WHEREAS, The City of Hickman has established the following terms and conditions for the sale of the above described property:

- 1) Only sealed bids will be received and must include the following information:
 - a. Name
 - b. Address
 - c. Phone number
 - d. Email address
 - e. Bid amount in USD
- 2) Sealed bids are to be submitted to:

City of Hickman
Attn: City Administrator
115 Locust Street
PO Box 127
Hickman, Ne 68372
- 3) Property will be sold to the highest bidder; if the highest bidder fails to make payment it will result in either a) the City accepting the next highest bid, or b) the City rejecting all bids and canceling the sale;
- 4) Following publishing of the notice of the proposed sale once each week for three consecutive weeks, and passing of the 30-day right-of-remonstrance period, the property shall then be sold. Such sale shall be confirmed by passage of an ordinance stating the name of the purchaser and terms of the sale.
- 5) The Mayor of the City is hereby authorized to execute a Purchase Agreement and Warranty Deed and to take all actions necessary to effectuate the exchange of real property with the approved purchaser.

Passed and approved this 13th day of May, 2025.

Mayor Phil Goering

(SEAL)

ATTEST: _____
Michele Lincoln, CMC
City Clerk

**RESOLUTION NO. 2025-04
CONDITIONAL USE PERMIT – 105 LOCUST STREET**

WHEREAS, The Zoning Ordinance of the City of Hickman, per §5.16.03, lists a “Automotive and Machinery Repair Shop” as a Conditional Use within the Commercial Limited District (C-1).

WHEREAS, At the request of Mr. Tyne Youngs (Applicant) with the permission of the property owner (Whody Estates, LLC), a Conditional Use Permit Application #2025-24 for an Automotive and Machinery Repair Shop, primarily for restoring classic and antique vehicles, engine building, metal fabrication, vehicle maintenance and service was received by the City for property located at 105 Locust Street with the legal description of Hickman, Block 22, Lot 4, EX W20', Hickman NE 68372.

WHEREAS, The City of Hickman Planning Commission, upon conducting a Public Hearing on April 1, 2025, recommended approval of Conditional Use Permit Application #2025-24 with the following conditions to the City of Hickman City Council:

1. This Conditional Use Permit expires twelve (12) months from the date of issue.
2. No vehicles, parts, or equipment may be stored outdoors. All work and storage must be confined inside the building.
3. The applicant must ensure that noise from operations does not exceed nuisance levels, and that traffic is managed to avoid congestion.

WHEREAS, The City of Hickman City Council, upon conducting a Public Hearing on May 13, 2025, hereby grants Conditional Use Permit #2025-04 on property located at 105 Locust Street with the legal description of Hickman, Block 22, Lot 4, EX W20', Hickman NE 68372, for an Automotive and Machinery Repair Shop with the aforementioned conditions, and the following condition:

4. This Conditional Use Permit is issued to Mr. Tyne Youngs for his business at 105 Locust Street, Hickman, NE and is non-transferable to any other person, location, business or corporation.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF HICKMAN, NEBRASKA, THIS CONDITIONAL USE PERMIT SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE AS REQUIRED BY LAW.

PASSED AND APPROVED THIS 13TH DAY OF MAY, 2025.

Mayor Phil Goering

ATTEST:

Michele Lincoln, City Clerk

(SEAL)

CITY OF HICKMAN
STAFF REPORT FOR PLANNING COMMISSION

Date: April 1, 2025

Project Address: 105 Locust St, Hickman, NE

Legal Description: Hickman, Block 22, Lot 4, EX W20'

Land Area: 6,001 sq ft

Building Size: 1,920 sq ft

Zoning District: C-1 Downtown Commercial Limited District

APPLICANT:

Tyne Youngs
320 E. 1st Street
Hickman, NE 68372

PROPERTY OWNER:

Whody Estates LLC
PO Box 80005
Lincoln, NE 68501

PROPOSAL:

The applicant, Tyne Youngs, is requesting a Conditional Use Permit (CUP) to operate an **Automotive and Machinery Repair Shop** at 105 Locust Street, located in the C-1 Downtown Commercial Limited District.

PROJECT DESCRIPTION:

Tyne Youngs plans to operate an **Automotive and Machinery Repair Shop** at 105 Locust Street. The business will focus on restoring classic and antique vehicles, engine building, and metal fabrication. The applicant will also provide vehicle maintenance and service for the local community and plans to build custom cars for promotional purposes.

SUPPORT FROM PROPERTY OWNER:

Brandon Bisch, Member Manager of **Whody Estates LLC**, has expressed full support for the CUP application submitted by Tyne Youngs. Whody Estates LLC is the property owner of the site where the repair shop will be located. Mr. Bisch has given approval for the proposed use and encourages the City to approve the CUP application.

ZONING REGULATIONS:

According to the Hickman Zoning Ordinance, the **Automotive and Machinery Repair Shop** is a **conditional use** in the C-1 District, as outlined in **Section 5.16.03**. The C-1 District is intended to support a variety of services, retail, and office uses, and this proposed business aligns with those goals.

FLOODPLAIN AND DOWNTOWN OVERLAY DISTRICTS:

The property is located within both the **Floodplain Overlay District** and the **Downtown Overlay District**. The following regulations apply:

1. **Floodplain Overlay District Substantial Improvements:** Any improvements exceeding 50% of the building's current market value are considered substantial and must comply with the floodplain regulations.
2. **Downtown Overlay District Improvements:** Any renovation or rehabilitation that increases the building's size by 20% or more, or exceeds 50% of the appraised value of the structure, must adhere to the Downtown Overlay District's design standards.

SURROUNDING LAND USE:

- **North:** C-1 (Commercial) – Hickman Bar and Grill and the Community Center / City Hall
- **East:** C-1 (Commercial) – Fine Line Auto Body & Repair Shop, Refined Bridal, American Legion
- **South:** C-1 (Commercial) – Titan Nutrition, The Voice News Nebraska, and Locust Flats
- **West:** City of Hickman Trail System and Burlington Northern Railroad

UTILITIES:

The property is connected to City of Hickman water and sewer services. Norris Public Power provides electrical service. The necessary utilities are in place for the proposed use.

STAFF ANALYSIS:

Intent of C-1 District:

The C-1 District is designed to accommodate a variety of commercial uses, including service businesses like the proposed automotive repair shop.

Compliance with Zoning Standards:

The proposed use complies with the regulations of the C-1 District. The business will operate indoors with no outdoor storage, meeting zoning requirements for the area.

Health, Safety, and Welfare:

The business will not negatively affect public health, safety, or welfare. It will comply with all safety standards and will not generate harmful emissions or pollutants.

Impact on Surrounding Property:

The proposed shop will not negatively impact nearby properties. It is consistent with the surrounding commercial uses, including auto repair businesses to the north and east.

Traffic and Ingress/Egress:

Traffic generation will be typical for a commercial zone, and there are no concerns regarding congestion or access issues.

PUBLIC HEARING PROCESS:

The public hearings will be held as per Section 7.03 of the Zoning Ordinance. The public will be notified, and there will be an opportunity for feedback during the hearing.

FINDINGS OF FACT:

In accordance with **Section 7.04** of the Zoning Ordinance, the Planning Commission and City Council must determine that:

1. The proposed use will not harm public health, safety, or welfare.
2. The proposed use will not negatively impact surrounding properties.
3. The proposed use is compatible with the district’s goals and will not hinder the normal development of neighboring areas.

RENEWAL REQUIREMENTS:

In accordance with **Section 7.04** of the Zoning Ordinance, the CUP will be valid for **12 months** from the date of approval. If the applicant wishes to continue operations after this period, a renewal application must be submitted **45 days** before the expiration of the CUP. A review of the business’s compliance with the original CUP conditions will take place before the City considers renewing the permit.

TRANSFERABILITY:

As per **Section 7.05** of the Hickman Zoning Ordinance, this CUP is transferable to a new owner if the property is sold, provided that the new owner complies with the conditions outlined in the original permit. The new owner must continue the same use unless a new CUP is obtained. Any failure to comply with the conditions can result in revocation.

REVOCACTION:

According to **Section 7.06** of the Hickman Zoning Ordinance, the CUP may be revoked if the applicant fails to comply with any of the conditions specified. If the business does not follow the conditions or causes harm to public health, safety, or welfare, a public hearing will be held to determine if the CUP should be revoked. The business must cease operations if the CUP is revoked.

PERMIT REVIEW:

As per **Section 7.07** of the Hickman Zoning Ordinance, the Planning Commission and/or City Council reserve the right to review any Conditional Use Permit for compliance either on an annual basis or upon receiving a written complaint from any individual.

STANDARDS:

As outlined in **Section 7.08**, the City Council must find that the establishment of the conditional use will:

1. Not harm public health, safety, or welfare.
2. Not causing damage to surrounding properties.
3. Be compatible with the district.
4. Ensure adequate infrastructure and traffic management.
5. Not cause excessive noise, pollution, or glare.

RECOMMENDED CONDITIONS:

1. **Time Limit:** The CUP will be valid for **12 months** from the date of approval.
2. **No Outdoor Storage:** No vehicles, parts, or equipment may be stored outdoors. All work and storage must be confined inside the building.
3. **Noise and Traffic:** The applicant must ensure that noise from operations does not exceed nuisance levels, and that traffic is managed to avoid congestion.

CONCLUSION:

City staff suggests the Planning Commission recommends approval to the City Council on the application for a Conditional Use Permit for the use of **Automotive and Machinery Repair Shop** at 105 Locust Street, subject to the conditions above. The proposed business aligns with the goals of the C-1 Downtown Commercial Limited District and will have a minimal impact on the surrounding area. If the conditions of the permit are met and maintained, a renewal application will be considered prior to the end of the 12-month term.



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

REQUEST FOR CONDITIONAL USE

Permit # 2025-24

Applicant Name: Tyne J. Youngs (Youngs Custom) property owner: W HODY Estates LLC

Address: 320 E. 1st St. PO Box 80005
Lincoln, NE 68501

Phone Number: (402) 525-1561 Phone Fax Number: (402) 540-2014 Brandon Bisch

Hereby request a Conditional Use Permit for use of property located at:

Address: 105 Locust

Legal Description: Lot 4 Block 22 Addition Hickman except w 20'

Reason for Request: Automotive and Machinery Repair Shop

Existing Use: Shop

Proposed Use: Shop

Please attach additional sheets, including a Site Plan of property to explain dimensions for Use, if necessary.

Tyne J. Youngs
Applicant Signature

Tyne J. Youngs
Print Name

March 7, 2025
Date

[Signature]
Signature of City Staff

Heidi Hoglund
Print Name

3-11-25
Date

Office Use Only		
<input checked="" type="checkbox"/> Application Fee \$500.00	Receipt # <u>1.00003723</u> Cash/Check #: <u>cash \$ 500</u>	Date: <u>3-11-25</u>
<input checked="" type="checkbox"/> Date Notice of Public Hearing Published:	<u>March 20, 2025</u>	
<input checked="" type="checkbox"/> Date Public Hearing for Planning Commission:	<u>April 1, 2025</u>	
<input type="checkbox"/> Decision of Planning Commission:	<input type="checkbox"/> Recommend Approval	<input type="checkbox"/> Recommend Denial
<input type="checkbox"/> Date Notice Public Hearing Published:	_____	
<input type="checkbox"/> Date Public Hearing for City Council:	_____	
<input type="checkbox"/> Decision of City Council:	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied

City of Hickman
115 Locust
PO Box 127
Hickman NE 68372

(402) 610-8080

Receipt No: 1.000003723

Mar 11, 2025

Tyne Youngs

Permit and Licensing Fees - Permit and License Request for Conditional Use Permit #2025-24	500.00
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Total:	500.00
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Cash	500.00
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Payor: Tyne Youngs	
Total Applied:	500.00

Change Tendered:	.00
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Duplicate Copy

03/11/2025 2:08 PM

My proposed plan for the shop space at 105 Locust
is primarily the restoration and resurrection of classic
and antique vehicles, including engine building and metal
fabrication. I would also like to help people in the
community maintain and service their vehicles locally. I will
also be building my own cars for promotional purposes to show
what I'm capable of. I have an ~~an~~ associates degree in
machine tool technology from SCC in Lincoln. I also have
a 25 yr. background in mechanics. The final part is to
fulfill a lifelong dream of mine and my dad who passed
away a few years ago. I'm a block away from home
my ^{wife} and ^A children and family have supported me on making
this happen. I am also a member of a car club
that puts on shows and would generate some publicity for
Hickman and surrounding businesses. Thank you,

3-22-75

Tyner G



March 11, 2025

Hi Heidi,

I approve on behalf of Whody Estates, LLC of the conditional use permit application from Tyne Youngs for the use of an Automotive and Machinery Repair Shop to be located at my property at 105 Locust St., Hickman, NE.

Please inform Tyne when the public hearing will be.

Thank you for all your help supporting Tyne and his new endeavor.

Brandon Bisch

Brandon Bisch | Member Manager
Whody Estates, LLC | 402-540-2014 (Cell)

ORDINANCE NO. 2025-07

AN ORDINANCE TO APPROVE THE SUBDIVISION AGREEMENT AND FINAL PLAT OF ETMUND ESTATES 2ND ADDITION, A SUBDIVISION WITHIN THE ZONING JURISDICTION OF THE CITY OF HICKMAN, LANCASTER COUNTY, NEBRASKA; AND TO PROVIDE FOR AN EFFECTIVE DATE THEREOF.

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

Section 1. Etmund Estates 2nd Addition is a subdivision within the zoning jurisdiction of the City of Hickman, Lancaster County, Nebraska.

Section 2. Pursuant to the subdivision ordinance of the City of Hickman, Lancaster County, Nebraska, Ordinance No. 2007-03, the final plat of Etmund Estates 2nd Addition, a copy which is attached hereto and made a part of this ordinance, is hereby approved.

Section 3. The City Clerk of Hickman, Nebraska is directed to endorse a certificate of approval on the final plat and to file the original with the Lancaster County Register of Deeds Office and do all other acts required by state statute and said ordinance.

Section 4. The City of Hickman and the subdivider SWG4, LLC shall enter into the Subdivision Agreement attached to this Ordinance. This Subdivision Agreement contains covenants that run with the real property contained in the Etmund Estates 2nd Addition and are binding on all successors and assigns of the City of Hickman and SWG4, LLC.

Section 5. This ordinance shall be in full force and effect from and after its passage and publication according to law.

PASSED AND APPROVED THIS ____ DAY OF _____, 2025

Phil Goering, Mayor

ATTEST:

Michele Lincoln, City Clerk

(SEAL)

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

SUBDIVISION AGREEMENT

THIS AGREEMENT is made and entered into by and between SWG4, LLC, a Nebraska limited liability company (the "Subdivider"), and the City of Hickman, Nebraska, a municipal corporation, (the "City").

WHEREAS, Subdivider has made application to City for permission to subdivide and for approval of the final plat of Etmund Estates 2ND Addition, a copy of which is attached to this Agreement as Exhibit 'A' (the 'Final Plat'); and

WHEREAS, the Final Plat contains certain provisions requiring an agreement between Subdivider and City relating to the Final Plat and the development thereof.

NOW, THEREFORE, IN CONSIDERATION of the City granting permission and approval of the Final Plat of Etmund Estates 2ND Addition, it is agreed by and between Subdivider and City per the sections as follows:

1. **Waivers and Conditions.** Per City Council Resolution 2024-16 Etmund Estates 2nd Addition Preliminary Plat, a copy of which is attached to this Agreement as Exhibit 'X' (the 'Preliminary Plat'), the following waivers and conditions apply to the Etmund Estates 2nd Addition Final Plat:
 - a. To waive the Zoning Regulation Section 5.11.06 R-2 requirement for the street side yard setback requirement from 25 feet to 10 feet for lots abutting Red Bud Lane and to restrict driveway access to Red Bud Lane.
 - b. To waive the Zoning Regulation Section 5.11.06 R-2 requirement for single family attached residential units side yard setback from 10 feet to 7.5 feet.
 - c. To waive the Subdivision Regulation Section 5.15 block length due to topography.
2. Subdivider agrees to deed, at no cost, Outlot 'C' to the owners of Still Waters Equestrian Academy Addition, Lot 1 immediately following the approval of the final plat.

3. Subdivider agrees to construct, on Outlot 'C', a 7" thick concrete driveway off of Ridge Rd with a 53' wide curb cut, transitioning to a 20' wide driveway as it progresses westerly for 75' where it will transition to a gravel driveway as shown on Exhibit 'B'.
4. Subdivider, at its sole cost, agrees to design, construct and final plat to the City of Hickman, per Section 5.25 of the City of Hickman Subdivision Regulations, a 60' by 60' area of public ROW off of the north end of Cyprus Blvd, as shown on Exhibit 'C' to permit vehicular access to Still Waters Equestrian Academy Subdivision, Outlot 'A' from Cyprus Blvd and shall be recorded with the Lancaster County Register of Deeds by the Subdivider.
5. Subdivider agrees to obtain a partial release of the access easement recorded July 7, 2000 as Instrument No. 2000-28995; records of Lancaster County, Nebraska
6. Subdivider agrees to complete the street paving of the public streets, per Section 5.25 of the 2007 City of Hickman Subdivision Regulations, as amended from time to time (hereafter referred to as the "Subdivision Regulations"), to serve the properties located in the Final Plat within two (2) years following the approval of the Final Plat and prior to the issuance of any building permits by the City for the Subdivision.
7. Subdivider agrees to complete the installation of sidewalks along both sides of all public streets shown on the Final Plat upon the earlier of the following two (2) occurrences i) within two (2) years following the approval of the Final Plat; or ii) within twelve (12) months of the issuance of any building permits by the City for the Final Plat.
8. Subdivider agrees to install all concrete Handicap Access ADA Ramps at all street crossings and upon the earlier of the following two (2) occurrences i) within two (2) years following the approval of the Final Plat; or ii) the issuance of any building permits by the City for the Subdivision.
9. Subdivider shall create under the laws of the State of Nebraska, a nonprofit corporation under the name of Etmund Estates 2nd Addition Homeowner's Association, Inc. (the "Homeowner's Association") to own, operate and maintain all Outlots and improvements including and not limited to storm water detention facilities, and open space within the Final Plat.
10. Subdivider shall be responsible for maintaining the Outlots within the Subdivision or transferring ownership of said Outlots to the Homeowner's Association for maintenance, per Section 8.13 of the Subdivision Regulations. City shall **not** have any responsibility for maintenance, including and not limited to, the maintenance, landscaping, snow clearing, or mowing of Outlots 'A' through 'G', as identified on the Etmund Estates 2nd Addition Final Plat, inclusive that are not under City's ownership. If Subdivider retains ownership of any Outlot within the Subdivision, Subdivider agrees that, at least sixty (60)

days prior to closing on the sale, donation or other transfer said Outlots to any entity other than the Homeowner's Association, it will provide City with notice of such intended transfer and a copy of the written notice Subdivider provided to the transferee that no buildings can be constructed on Outlots 'A', through 'G', inclusive. Subdivider, heirs, successors and assigns of Subdivider, further agree to pay all property taxes due for any Outlot owned by Subdivider in a timely manner to prevent said Outlot from being offered at the Lancaster County tax sale.

11. In lieu of parkland dedication, the Subdivider shall pay the City, upon approval of the final plat, either the sum of Two Hundred Dollars (\$200.00) per lot based on the total number of lots shown on the final plat **OR** an amount equal to 115% of the most ascertainable taxes for the year pro-rated to the date that the deed is delivered, per Section 7.02 and 7.05 of the City of Hickman Subdivision Regulations. **(Council to give direction on their preferred method)**
12. Subdivider, at its sole cost, agrees to complete the public water distribution system to serve the properties located in the Final Plat within two (2) years following the approval of the Final Plat and prior to the issuance of any building permits by the City for the Subdivision. Subdivider shall install American-Darling B-84-B-5 Fire Hydrants throughout all phases of the Subdivision. All water lines shall include tracer wire with test leads being installed in access points of the same or similar making as Copperhead Industries Lite Duty Adjustable SnakePit® Access Points with Single-Terminal Lids and all tracer wires, where appropriate, connected with SnakeBite™ Locking Connectors. Said access points shall be located near the Fire Hydrants and installed flush with the ground. Subdivider shall install all internal water main valves within five feet (5') of the adjacent property line. Furthermore, Subdivider shall provide the City a copy of the Pressure-Test results, bacteria lab test results, and Nebraska Department of Health & Human Services (DHHS) authorization to place line in service, at their sole cost prior to the City accepting and taking ownership of the infrastructure.
13. Subdivider, at its sole cost, agrees to complete the public wastewater collection system to serve the properties located in the Final Plat within two (2) years following the approval of the Final Plat and prior to the issuance of any building permits by the City for the Subdivision. Subdivider agrees to include steps in all manholes; said steps shall not be installed within the adjustment rings and the first step shall not be more than thirty (30) inches below the top of the manhole lid when top of manhole is level with the finish grade based on curb height. Subdivider further agrees to video the inside of the installed sanitary sewer lines no later than thirty (30) days after the completion of backfilling and provide the files in Pipeline Assessment Certification Program (PACP) standard file/database format, and provide the Pressure-Test results for the sewer lines and vacuum test results for the manholes, at their sole cost, for the City's review to ensure the system is in working order, prior to the City accepting and taking ownership of the infrastructure.

14. Subdivider agrees to complete the installation of the public street lights along all public streets within the Final Plat upon the earlier of the following two (2) occurrences i) within two (2) years following the approval of the Final Plat; or ii) the issuance of any building permits by the City for the Subdivision. On behalf of the Subdivider, the City will install the public streetlights, as outlined by the Subdivider's Engineer, to include all time and material at a cost of \$3,000.00 per streetlight. The City will install the public streetlights simultaneously with the Subdivider's electrical infrastructure and Subdivider agrees to pay the City upon receiving the bill.
15. Subdivider agrees to complete the installation of the street name signs. On behalf of the Subdivider, the City will purchase and install said signage and Subdivider agrees to pay the City at time and material cost upon receiving the bill.
16. Subdivider agrees to complete the installation of permanent markers on all lots within the Final Plat upon the earlier of the following two (2) occurrences i) within two (2) years following the approval of the Final Plat; or ii) the issuance of any building permits by the City for the Subdivision.
17. City agrees (through its agreement with Norris Public Power District), to provide and install electricity to the lots within the Final Plat once the public wastewater collection system, public water distribution system, grading, and paving of the public streets within the Final Plat have been completed.
18. Subdivider agrees to complete any public and private improvements or facility required by Article 6 of the Subdivision Regulations which have not been waived and which inadvertently may have been omitted from the above list of required improvements within four (4) years of the date of this Agreement.
19. Subdivider agrees to comply with the provisions of Article 6.04 (Street Grading and Construction) and Article 6.14 (Land Preparation) of the Subdivision Regulations. Final grading plans must be submitted with the Final Plat.
20. Subdivider agrees to compensate the Rural Water District No. 1, Lancaster County, Nebraska (the "Water District") for release and relinquishment fees dues based acreage of annexation within the Final Plat from the boundaries of the Water District and to provide certification as shown on Exhibit 'D' of this agreement prior to City Council approval of the Final Plat.
21. This Agreement and all exhibits, obligations and covenants contained herein of the Subdivider shall run with the land and shall be binding and obligatory upon the heirs, successors and assigns of Subdivider, including but not limited to, any lender of the Subdivider that subsequently acquires the property through judicial foreclosure, non-

judicial foreclosure or by acceptance of a quitclaim deed in lieu of foreclosure, including all of the lots legally described in Exhibit 'E' to this Agreement.

22. This Agreement and all exhibits shall be recorded with the Lancaster County Register of Deeds upon the recording of the Final Plat for Etmund Estates 2nd Addition by the Subdivider.
23. This Agreement and all obligations of the Subdivider shall apply to the Homeowner's Association.
24. Ownership Certificates for the property included within the Final Plat is attached hereto as Exhibit 'F' to this Agreement.
25. Subdivider guarantees the completion of all improvements as required by Sections 8.02, 8.03 and 8.04 of the Subdivision Regulations and will provide an Agreement for Escrow of Security Fund of all improvements attached hereto as Exhibit 'G'.
26. Subdivider agrees to reimburse the City for all inspection and testing costs incurred by the City for the installation of the street paving, water, sanitary sewer, sidewalk, storm sewer, and finish grading according to Section 6.01 of the Subdivision Regulations, upon the City invoicing the Subdivider.
27. Non-Discrimination. Subdivider or its agents, contractors, and consultants shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, political or religious opinions, affiliations or national origin.
28. Governing Law. Parties to this Agreement shall conform with all existing and applicable City ordinances, resolutions, state and federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Agreement.
29. Assignment. Neither this Agreement nor any obligations hereunder shall be assigned without the express written consent of City which may be withheld in City's sole discretion.
30. Entire Agreement. This Agreement, and the Exhibits and documents referenced in this Agreement (which are intended to be and hereby are specifically made a part of this Agreement whether or not so stated) express the entire understanding and all agreements of the Parties. Specifically, this Agreement supersedes any prior written or oral agreement or understanding between any of the Parties, whether individually or collectively concerning the subject matter hereof.

31. Modification by Agreement. This Agreement may be modified only by a written agreement, executed by all Parties; provided that the Parties agree to conform this Agreement and all performance obligations hereunder to the requirements of any applicable laws, rules, regulations, standards and specifications of any governmental agency with jurisdiction over any such matter, including any amendment or change thereto without cost to the City.

32. Notices, Consents and Approval. All payments, notices, statements, demands, requests, consents, approval, authorizations, or other submissions required to be made by the Parties shall be in writing, whether or not so stated, and shall be deemed sufficient and served upon the other only if sent by United States registered mail, return receipt requested, postage prepaid and addressed as follows:

1. For Subdivider: SWG4, LLC
 Attn: Greg Greder, Manager
 2820 N. 48th St
 Lincoln, NE 68504

2. For City: City of Hickman
 Attn: City Administrator
 115 Locust Street, P.O. Box 127
 Hickman, NE 68372

AND

 City of Hickman
 Attn: City Clerk
 115 Locust Street, P.O. Box 127
 Hickman, NE 68372

3. Such addresses may be changed from time to time by any party by providing notice to all other parties listed above.

33. Headings. The Section headings appearing in this Agreement are inserted only as a matter of convenience, and in no way define or limit the scope of any Section.

34. Severability. In the event that any provision of this Agreement which shall prove to be invalid, void or illegal by a court of competent jurisdiction, such decision shall in no way affect, impair or invalidate any other provisions hereof, and such other provisions shall remain in full force and effect as if the invalid, void or illegal provision was never part of this Agreement.

Dated this ___ day of _____ 2025.

SUBDIVIDER:
SWG4, LLC
a Nebraska limited liability company

Greg Greder, Managing Member

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of ____ 2025 by Greg Greder, Managing Member of SWG4, LLC, a Nebraska limited liability company, on behalf of the company.

Notary Public

Dated this ___ day of _____ 2025.

The CITY:
City of Hickman, Nebraska
a municipal corporation

Phil Goering , Mayor

ATTEST: _____
Michele Lincoln, City Clerk

CITY SEAL

EXHIBIT 'B'

CONSTRUCTION IMPROVEMENTS FOR OUTLOT 'C'

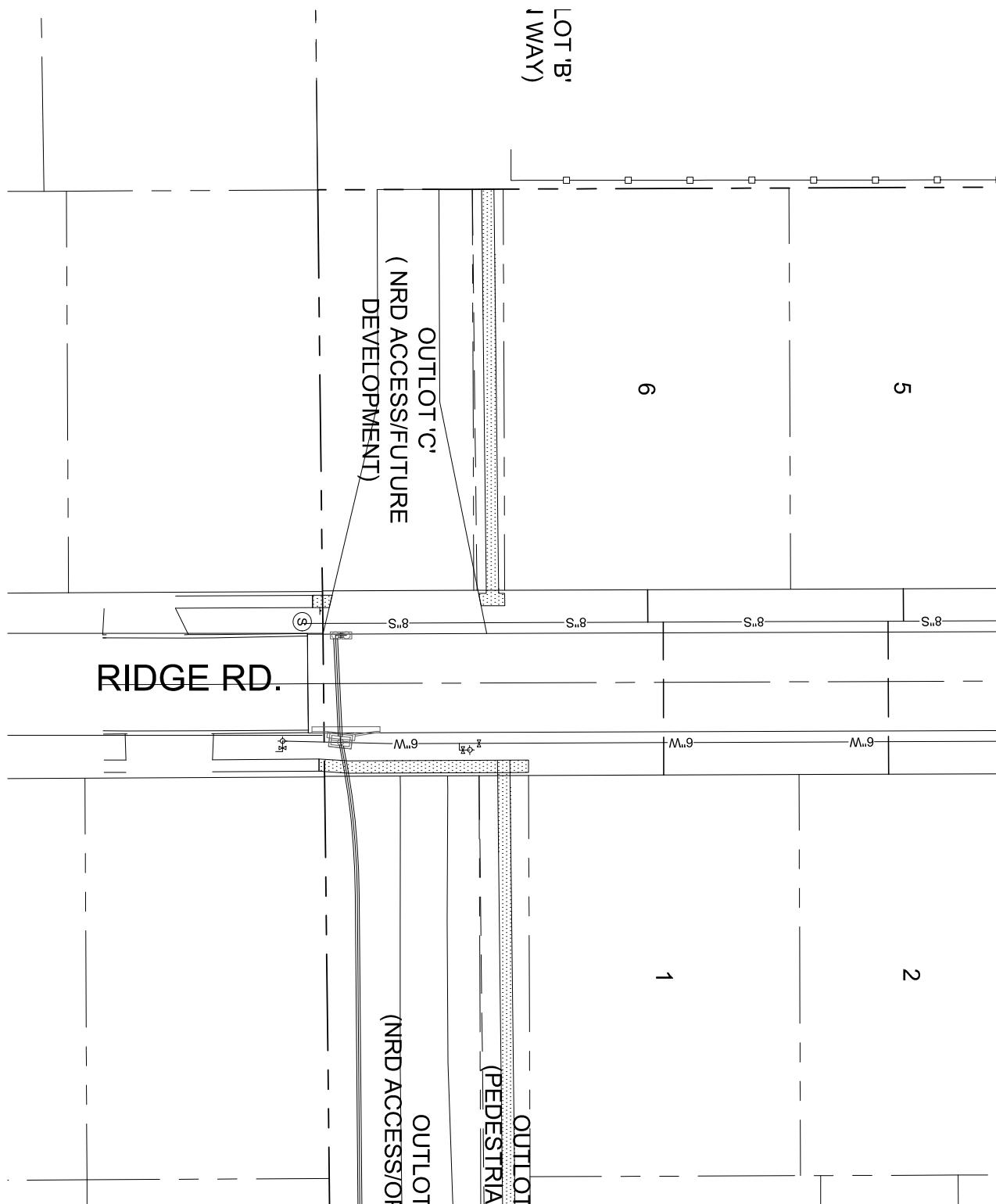


EXHIBIT 'C'

EXTENSION OF CYPRUS BLVD

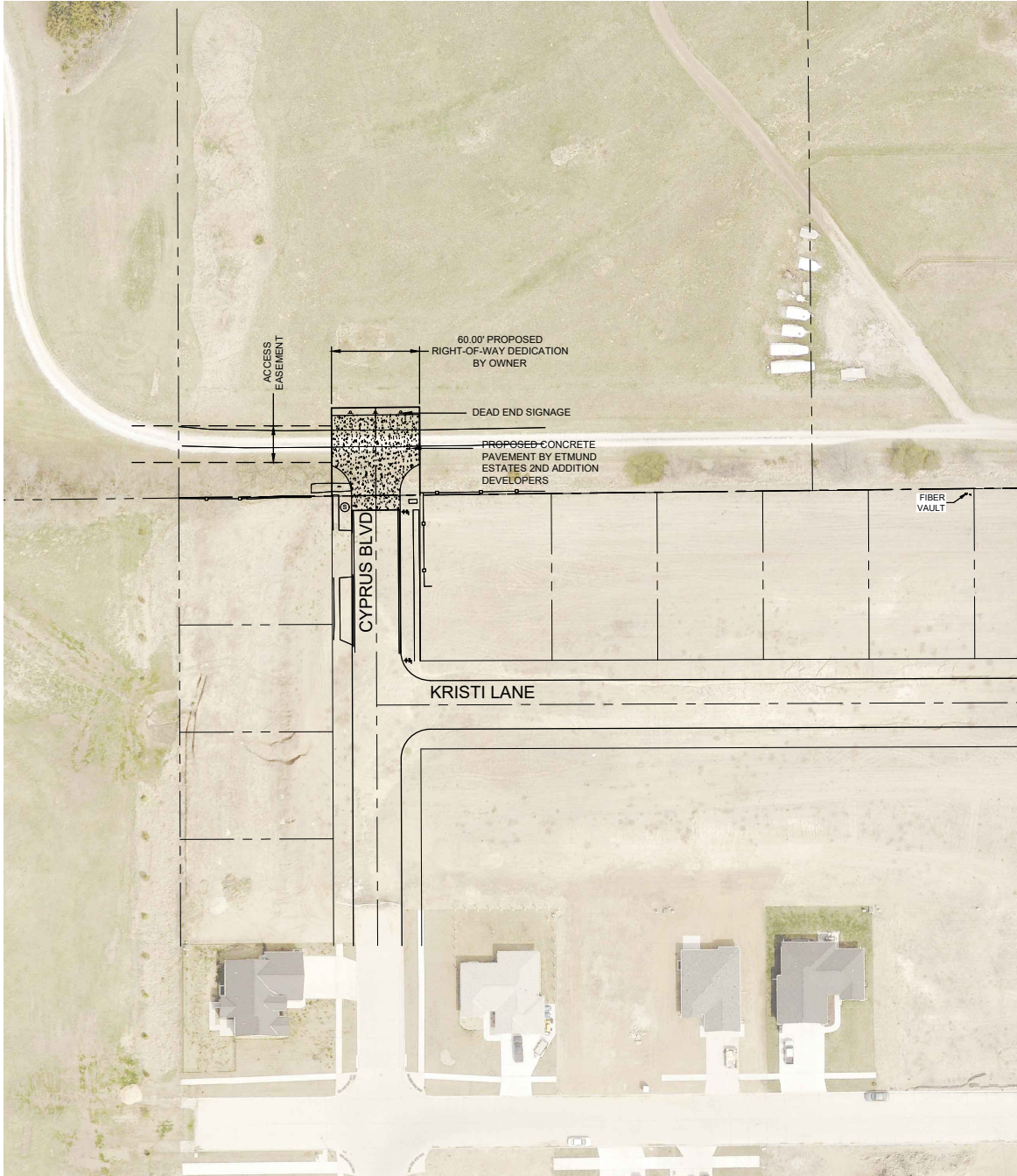


EXHIBIT 'D'

**PROOF OF RURAL WATER DISTRICT NO. 1, LANCASTER COUNTY, NEBRASKA
PROPERTY RIGHTS RELEASE**

**AGREEMENT TO RELEASE
AND RELINQUISH FOR ANNEXTION**

This Agreement to Release and Relinquish for Annexation ("Agreement") is entered into by and between Rural Water District No. 1, Lancaster County, Nebraska, a Nebraska rural water district formed pursuant to Neb. Rev. Stat. §46-1001 et. Seq. ("Rural Water District") and SWG4, LLC ("Developer").

RECITALS

A. Developer holds title to the real estate comprised of 23.88 acres, located outside the corporate limits of the City of Hickman, Nebraska ("City") and legally described as Lot 1, Etmund Estates 1st Addition, Lancaster County, Nebraska comprised of 23.88 acres more or less and hereinafter referred to as the "Property".

B. The Property is located within the boundaries of the Rural Water District pursuant to the Resolution of the Lancaster County Board on May 8, 1973 and by Resolution of the Hickman City Council on April 16, 1973.

C. Pursuant to the provisions of 7 U.S.C. 1926(b) and prior to the annexation of the Property, the Rural Water District adopted a policy of allowing release of geographical areas within the boundaries of the Rural Water District in exchange for payment compensating the Rural Water District for its loss of revenue from existing or potential customers annexed into the City.

D. On October 9, 2013, the Rural Water District and the City entered into an agreement Regarding the payment of the annexation fees at the time parcels of land located within the corporate boundaries of the Rural Water District are annexed into the City, hereinafter referred to as the "City/Rural Water District Annexation Agreement."

E. The Rural Water District and the Developer have agreed to enter into this Agreement pursuant to the City/Rural Water District Annexation Agreement on the condition that the City approves the annexation of the Property into the City.

NOW, THEREFORE, in consideration of the mutual promises and covenants made herein, the Rural Water District and the Developer agree as follows:

1. On the condition that the City will approve the annexation of the Property into the City, the Developer has or will at the time of City approval of the annexation, tender payment to the Rural Water District an annexation fee calculated on the basis of of \$409 per acre times the 23.88 acres making up the Property the amount of \$9,766.92 pursuant to the City/Rural Water District Annexation Agreement.

2. The Rural Water District acknowledges receipt of the Developer's application fee of \$750 pursuant to the City/Rural Water District Agreement.

3. Upon approval of the annexation of the Property and payment of the annexation fee an executed and acknowledged Certificate of Release and Relinquishment shall be provided to the Developer to be recorded in the office of Register of Deeds, Lancaster County, Nebraska.

4. This Agreement shall be binding upon and inure to the benefit of the respective parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused to be executed this Agreement by their respective authorized officers or agents on the dates set out beside the signature of their respective authorized officers or agents.

RURAL WATER DISTRICT NO.1,
LANCASTER COUNTY, NEBRASKA

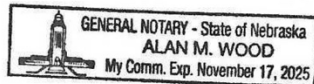
Dated: 4/9/25

BY: Kipp S. Haight
Kipp Haight
Chairman of the Board of Directors

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing was acknowledged before me this 9th day of April, 2025
by Kipp Haight, Chairman of the Board of Directors of Rural Water District No. 1, Lancaster
County, Nebraska on behalf of the Rural Water District.

Alan M. Wood
Notary Public



DEVELOPER


SWG4, LLC

Date: 4/7/25

By: *Gregory A. Greder*
Gregory A. Greder, Member

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing was acknowledged before me this 7 day of April, 2025
by Gregory A. Greder, Member on behalf of SWG4, LLC.

 General Notary - State of Nebraska
SHARLENE J. GARNER
My Comm. Exp. Sept. 16, 2028.

Sharlene J. Garner
Notary Public

EXHIBIT 'E'
LEGAL DESCRIPTION OF LOTS CONTAINED WITHIN
ETMUND ESTATES 2ND ADDITION

Etmund Estates 2nd Addition

Block 1	Lot 16	Lot 9
Lot 1	Lot 17	Lot 10
Lot 2	Lot 18	Lot 11
Lot 3	Lot 19	Lot 12
Lot 4	Lot 20	Lot 13
Lot 5	Lot 21	Lot 14
Lot 6	Lot 22	Lot 15
Lot 7	Lot 23	Lot 16
Lot 8	Lot 24	Lot 17
Lot 9		Lot 18
Lot 10	Block 4	Lot 19
	Lot 1	Lot 20
Block 2	Lot 2	Lot 21
Lot 1	Lot 3	Lot 22
Lot 2	Lot 4	Lot 23
Lot 3	Lot 5	Lot 24
Lot 4	Lot 6	
Lot 5	Lot 7	Outlot 'A'
Lot 6	Lot 8	Outlot 'B'
	Lot 9	Outlot 'C'
Block 3	Lot 10	Outlot 'D'
Lot 1	Lot 11	Outlot 'E'
Lot 2	Lot 12	Outlot 'F'
Lot 3	Lot 13	Outlot 'G'
Lot 4	Lot 14	
Lot 5	Lot 15	
Lot 6		
Lot 7	Block 5	
Lot 8	Lot 1	
Lot 9	Lot 2	
Lot 10	Lot 3	
Lot 11	Lot 4	
Lot 12	Lot 5	
Lot 13	Lot 6	
Lot 14	Lot 7	
Lot 15	Lot 8	

25-0012

EXHIBIT 'F'
OWNERSHIP CERTIFICATES



UPDATED OWNERSHIP AND LIENHOLDER CERTIFICATE

FILE NO: 6124999

TO: Civil Design Group, Inc.
Jill Schuerman

Nebraska Title Company, authorized to engage in the business of abstracting in the State of Nebraska under Certificate of Authority No. 56, hereby certifies that the records of Lancaster County, Nebraska have been carefully examined with reference to the following described property, and from such examination finds as follows:

LEGAL DESCRIPTION:

Lot One (1), Etmund Estates 1st Addition, Hickman, Lancaster County, Nebraska.

GRANTEE IN LAST DEED OF RECORD:

[SWG4, LLC, a Nebraska limited liability company](#)

UNRELEASED LIENS OF RECORD:

- a. Deed of Trust executed by SWG4, LLC, a Nebraska limited liability company, Trustor to Frontier Bank, Trustee and Beneficiary, in the stated amount of \$100,000.00, dated June 20, 2019, recorded July 2, 2019 as Inst. No. [2019023616](#); records of Lancaster County, Nebraska. (with other property)

Effective Date: February 13, 2025 at 8:00 am

Nebraska Title Company

By
Registered Abstractor

Please direct inquiries to: Julie Gilburd

NOTE: THIS IS AN INFORMATIONAL TITLE REPORT

This report is not a guarantee or warranty of title, nor is it an abstract of title, nor is this a commitment to provide, nor does it provide title insurance. Liability hereunder is expressly limited to the sum of \$1,000.00.

EXHIBIT 'G'

**ETMUND ESTATES 2ND ADDITION FINAL PLAT
AGREEMENT FOR ESCROW OF SECURITY FUND**

WHEREAS, before any final plat may be approved, the required improvements must have been installed or a performance bond, escrow or security agreement must be furnished to the City to guarantee the installation of the required improvements which may be installed within a subdivision; and

WHEREAS, SWG4, LLC, a Nebraska limited liability company, hereinafter called "Permittee," has made application to the City for permission to construct and/or install public improvements consisting of:

Improvement:

- a. Street Paving
- b. Water Distribution System
- c. Wastewater Distribution System
- d. Storm Sewer
- e. Street Lights
- f. Street Name Signs
- g. Permanent Markers

within the final plat of ETMUND ESTATES 2ND ADDITION, an addition to the City of Hickman, Lancaster County, Nebraska and guarantee the same by placing funds or equivalent in an escrow account to be held by the escrow agent described below as security for performance of said construction.

NOW, THEREFORE, IT IS AGREED by and between SWG4, LLC, Permittee, and the City of Hickman, Nebraska, a municipal corporation, hereinafter called the "City," as follows:

1. That prior to approval of the aforesaid final plat, Permittee shall either deposit the sum of One Million Seven Hundred Thirteen Thousand Six Hundred Seventy-Three Dollars and 00/100 (\$1,713,673.00) with Frontier Bank (Bank) as escrow agent for the City, or obtain a loan of immediately payable funds from Frontier Bank (Bank) in said amount and irrevocably pledge and assign said funds to Frontier (Bank) as escrow agent for the City, the same to be held in escrow as security to guarantee the construction of the aforesaid improvements within said final plat
2. The said escrow fund shall be allocated to the above-specified improvements in said final plat as follows:

Improvement	Amount
	110% of Estimates
a. Street Paving	\$ 843,370.00
b. Water Distribution System	\$ 339,955.00
c. Wastewater Distribution System	\$ 461,810.00
d. Storm Sewer	\$ 26,650.00
e. Street Lights	\$ 38,500.00
f. Street Name Signs	\$ 726.00
g. Permanent Markers	\$ 2,662.00

Said escrow fund shall NOT be automatically transferred and allocated to the specified improvements to the extent such improvements are required to be installed in a subsequent final plat involving any portion of the property within this final plat ("replat").

3. The funds designated for any one improvement listed above may be released from escrow upon substantial completion of the improvement only as authorized by the City Administrator or other City designee in their reasonable discretion. The City Administrator or other City designee shall authorize Frontier Bank (Bank) to release funds according to the following:

Whenever twenty-five, fifty or seventy-five percent or more of the value of any paving,

water, or sanitary sewer facilities improvement within the final plat has been completed in accordance with the approved construction plans, and the percentage of completion has been certified by Permittee's registered professional engineer to the City, the amount of the funds required as security for said improvement shall be reduced by twenty-five, fifty or seventy-five percent, respectively; provided that such reduction does not reduce the amount of funds held in escrow for said improvement to an amount less than one hundred ten percent (110%) of the estimated cost of the work remaining to be completed under the approved construction plans. Final escrow releases will be submitted as follows:

- a. Final paving releases will be submitted when 100% of the paving work has been completed under the construction plans. Compaction, air and slump, yield, and proof rolling tests are required to be completed by the Permittee's registered professional engineer, before the final release will be approved.
- b. Final water releases will be submitted when 100% of the water work has been completed under the construction plans. Once the coliform tests have been completed and approved, and DHHS has approved connection to the public water system, the final release will be approved.
- c. Final sanitary sewer releases will be submitted when 100% of the sewer work has been completed under the construction plans. Once the pressure tests and video of the sewer have been submitted and accepted, the final release will be approved.
- d. Street lighting releases will be submitted when 100% of the street lighting work has been completed under the construction plans. One hundred percent (100%) of the Street Light escrow sum will be released when the work has been completed by the City.
- e. Street name signs releases will be submitted when 100% of the street name signs have been installed under the construction plans. One hundred percent (100%) of the Street Name Sign escrow sum will be released when the work has been completed by the City.
- f. Permanent markers releases will be submitted when 100% of the lot staking work has been completed under the construction plans. One hundred percent (100%) of the permanent marker escrow sum will be released when the work has been completed to the satisfaction of the City.

In the event any or all of the aforesaid improvements are not completed to the reasonable satisfaction of the City by the completion dates listed in the conditions of approval for said final plat or replat to do said construction, whichever is earlier, then and in that event Frontier Bank (Bank) upon written request from the City, shall pay to the City the total amount of funds designated for each of the aforesaid improvements which shall not have been completed on said date or the amount of funds necessary to complete construction thereof, whichever is the lesser, and the City shall utilize said funds released by Frontier Bank(Bank) to complete the improvements.

4. This Agreement shall be contingent upon its execution by the parties hereto, the pledge and assignment of the required security funds with Frontier Bank(Bank) as escrow agent for the City, and the acceptance of this Agreement by said escrow agent.
5. Permittee agrees to pay any and all fees charged by Frontier Bank (Bank) as escrow agent for the City under the terms of this Agreement.
6. Frontier Bank (Bank) shall be liable as a depository only.
7. Upon deposit of the security fund as provided in this Agreement, the City agrees to waive the requirement that Permittee post performance bonds for completion of the aforesaid improvements.

[Signature Page Follows]

In witness whereof, the parties have caused this Agreement to be executed this ____ day of May, 2025.

PERMITTEE:
SWG4, LLC,
a Nebraska limited liability company

Greg Greder, Managing Member

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of May, 2025 by Greg Greder, Managing Member of SWG4, LLC, a Nebraska limited liability company, on behalf of the company.

Notary Public

Attest:

CITY:
City of Hickman, Nebraska

_____, City Clerk

By: _____, Mayor

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of May, 2025 by _____, Mayor, and _____, City Clerk, of the City of Hickman, on behalf of the City.

Notary Public

Approved As To Form:

Kelly Hoffschneider, City Attorney

STAFF REPORT

TO: Hickman Planning Commission

FROM: Heidi Hoglund, Zoning Enforcement Officer

RE: Etmund Estates 2nd Addition – Annexation & Final Plat Review

DATE: May 6, 2025

I. Introduction

This report summarizes the review of two land use requests submitted by Civil Design Group, Inc. on behalf of SWG4, LLC for a property located west of S. 68th Street and north of The Woodland Plaza. The property, legally described as Etmund Estates 1st Addition, Lot 1, is proposed for development under the name Etmund Estates 2nd Addition. The two requests are:

1. A request for **voluntary annexation** of approximately 23.88 acres into the City of Hickman corporate limits.
2. A request for **Final Plat approval** for the Etmund Estates 2nd Addition subdivision, including 79 buildable residential lots.

These requests are part of a broader effort to support continued residential growth in northwest Hickman. The Preliminary Plat was approved in 2024 with several conditions and waivers. The Planning Commission is asked to review both applications and forward a recommendation to the City Council for final action.

II. Annexation Request

Overview

Annexation allows the City to extend zoning regulations, infrastructure coordination, and service planning to land adjacent to existing corporate limits. This parcel is directly contiguous to current city boundaries and is proposed for residential development.

Legal Framework

The request meets the requirements for annexation under Neb. Rev. Stat. §§ 17-405.01 to 17-426, applicable to cities of the second class. Specifically:

- The property is contiguous to existing city limits.
 - It is urban or suburban in character.
 - The annexation ordinance will require three separate readings by the City Council.
-

III. Final Plat Request

Preliminary Plat Background

The Preliminary Plat for Etmund Estates 2nd Addition was approved by Resolution 2024-16 on September 24, 2024, by the Hickman City Council. The Planning Commission held a public hearing on September 3, 2024, and recommended conditional approval with the following item:

1. The developer will, regardless of phasing, extend Ridge Road through Block 2, Lot 7, to provide access to the neighboring properties.

The City Council then approved the preliminary plat with the following clarifications and waivers:

1. Clarify that Block 2, Lot 7 has been renamed to Block 2, Outlot C, on the preliminary plat for access to the neighboring properties to the west.
2. Waive Zoning Ordinance Section 5.11.06 R-2 street side yard setback from 25 feet to 10 feet for lots abutting Red Bud Lane and restrict driveway access to Red Bud Lane.
3. Waive Zoning Ordinance Section 5.11.06 R-2 side yard setback for single-family attached residential units from 10 feet to 7.5 feet.
4. Waive Subdivision Regulation Section 5.15 block length requirement due to topography.

Project Summary

- **Location:** West of S. 68th Street, northwest area of Hickman
- **Area:** 23.88 acres
- **Lots:** 79 buildable lots
- **Proposed Zoning:** R-2 Low-Density Residential
- **Dwelling Types:** Mix of **attached and detached** single-family homes
- **Street Access:** Extension of two existing city streets

Parkland Requirement

The developer has requested to fulfill the public land dedication requirement through payment of a park fee in lieu of land dedication, in accordance with the Subdivision Regulations. This approach:

- Requires City Council approval, and
- Must be documented in the Subdivision Agreement.

Shared Access Easement

A shared access easement affecting a portion of the site remains active. The easement is expected to undergo a partial release: the Lower Platte South Natural Resources District and the Rural Water District will retain access to use the driveway, while the two neighboring properties to the west may relinquish their rights to use the driveway and will instead take access from a future connection to a City street. The partial release must be recorded prior to or concurrent with final plat filing. This release is a private legal agreement between the affected property owners.

IV. Zoning Review and Recommendations

The property is zoned R-2 Low-Density Residential. Under the 2023 Zoning Ordinance, the R-2 district permits both detached and attached single-family dwellings. All lots meet the applicable dimensional and development standards.

The staff review process included evaluation of the submitted plat and verification of zoning compliance. Applicable public hearing and noticing requirements have been satisfied. If the Planning Commission determines that the applications meet all applicable standards, staff recommend forwarding both items to the City Council for final review and action. Prior to Council action, all documents are to be reviewed by the City Engineer and City Attorney for accuracy and compliance.

Conditions of Approval

The following conditions are recommended to ensure the annexation and final plat are implemented in accordance with City standards, approved waivers, and development policies:

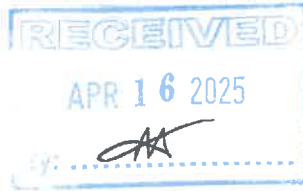
Annexation – Recommend approval, contingent upon:

- Completion of the required service plan within 12 months
- Developer funding of all public infrastructure improvements

Final Plat – Recommend approval, contingent upon:

- Compliance with:
 - 2023 Zoning Ordinance
 - 2007 Subdivision Regulations
 - City Engineer recommendations
 - City Attorney recommendations
-

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



APPLICATION FOR FINAL PLAT

Legal Description and Location: Lot 1, Etmund Estates 1st Addition

Subdivider:

Agent: (Authorized to act on Subdivider's behalf)

Name: SWG 4, LLC - Greg Grader
Address: 819 O'St
Lincoln, NE 68508

Name: Civil Design Group, Inc.
Address: 8535 Executive Woods Dr. Suite 200
Lincoln, NE 68512

Telephone: 402-499-7039 Scott Wobig

Telephone: 402-434-8494

Name of Final Plat: Etmund Estates 2nd Add. Number of Lots: 79 + 7 outlots

Fee Schedule:

Fee Total: 1790⁰⁰

1. Subdivision Final Plat Fee: \$1,000.00 + \$10.00 per Lot
2. For Sanitary Improvement Districts Only - Plan and Administration Review Reimbursement (Section 8.08): The estimated payment shall be made on the basis of 1% of the construction and/or installation cost estimates for the various improvements computed by the Subdivider's Engineer, which estimated amount shall be paid to the City at the time the plans and specifications are submitted to the City for City final review approval.

Questions:

- A. Does the subdivider have any interest in the land surrounding the final plat? Yes _____ No X If yes, please describe the nature of such interest: _____
- B. Will the final plat require any zoning or other action (rezoning, planned development, conditional use or vacations) to complete the development? Yes _____ No X If yes please describe the nature of action: _____
- C. Is this final plat based upon, and consistent with, the preliminary plat approved by the City Council on _____, 20_____, Resolution No. _____
Yes X No _____ If not, please explain the proposed changes and reasons on an additional sheet.
- D. Have all the improvements required by the preliminary plat been completed? Yes _____ No X
(Please check the Planning Commission's letter indicating the approval of the preliminary plat.) If not, which improvements have not been completed: Water, Sewer, Storm, Paving & Street Lights

Mike Eckert

4-16-25

Signature of Applicant

Printed Name

Date

City Use Only

Date Application Received: April 16, 2025

Final Plat #: 2025-48

Fee Paid \$ 1790 Receipt No. 2.002000444

Date Fees Paid: 4-17-25

Check # 1006

Receipt No: 2.002000444

Apr 18, 2025

SWG4 LLC

Building Permit - Building Permit	1,790.00
<hr/>	
Total:	1,790.00
<hr/>	
Check Check No: 1006	1,790.00
Total Applied:	1,790.00
<hr/>	
Change Tendered:	.00
<hr/>	

Duplicate Copy

04/18/2025 4:03 PM



May 5, 2025

City of Hickman
Attn: Heidi Hoglund, Director of Permits, Zoning, Codes and Floodplain
115 Locust Street
PO Box 127
Hickman, Nebraska 68372-0127

RE: Etmund Estates 2nd Addition Final Plat
Olsson Project No. 020-3129

Dear Ms. Hoglund, Planning Commission Members and City Council Members:

We have completed our review of the Final Plat Submittal for development known as Etmund Estates 2nd Addition. The following documents were submitted for review.

- Construction Drawings all dated 4/17/25
 - Public Water Main
 - Public Sanitary Sewer
 - Public Storm Sewer
 - Public Paving
 - Cyprus Blvd. Public Paving

The following documents were referenced as a basis of our review and were all viewed on the City's website.

- City of Hickman Subdivision Regulations dated 2007.

The following are comments and observations related to the final plat documents submitted for review and the requirements of the City of Hickman.

Final Plat

1. All requirements of the final plat within the City of Hickman Subdivision Regulations shall be met.
2. Ensure all the required signature blocks are included on the plat.

Construction Drawings

All references to the City of Lincoln shall be reviewed and updated to the City of Hickman as applicable. Specifications referenced from City of Lincoln Standards may be utilized, but need to be included in the construction drawings or specifications so everything is all included under the Engineer of Record's seal and is included in the project documents.

Water Main

1. The mains running north along Ridge Road and Autumn Road (north of Red Bud Lane) extend to the north edge of this development and result in dead end mains which extend about 750 feet each. As future development occurs to the north, there will be an opportunity to loop this part of the system. In the meantime, additional maintenance of these mains will need to be considered.
2. A Type VI fire hydrant should be installed at the north end of Ridge Road and Autumn Road along with the west end of Red Bud Lane to facilitate future connections to these mains.
3. All pipe, appurtenances, and misc. items for construction should be specified so the materials that are to be used are known.

Sanitary Sewer

1. All 8-inch mains meet the minimum required slopes of 0.40% slope.
2. Updated the manhole frame and cover to not include a City of Lincoln emblem as the LSP 162 requires.
3. Ensure all sanitary sewer service end locations are marked for future discovery and also have survey locations documented in case they need to be located in the future.
4. Fiberglass manholes are not allowed in the City of Hickman.
5. All pipe, appurtenances, and misc. items for construction should be specified so the materials that are to be used are known.

Storm Sewer

1. Brick manholes and inlets are not allowed in the City of Hickman.
2. There will be surface drainage from the west end of Red Bud Lane onto the adjacent property. Permanent erosion control needs to be added at this location.
3. Ensure there are adequate pathways for overflow surface drainage for storm events larger than what the storm sewer is designed for to facilitate this drainage without damage to homes.
4. All pipe, appurtenances, and misc. items for construction should be specified so the materials that are to be used are known.

Paving

1. Concrete for paving shall be specified.
2. There is a doveled PCC pavement detail included, but there is no call out for this to be used in the paving.
3. Ensure all curb ramps are verified to meet ADA prior to concrete being poured.

Conclusion and Recommendation

Based upon the review of the final plat documents, we conclude the final plat could be approved if conditions and comments above are resolved prior to City Council approval of the plat. This conclusion and recommendation does not relieve the developer from the responsibility of meeting any and all requirements of the City that may not be specifically included in our review.

We appreciate this opportunity to be of service to your community. If you have any questions or concerns, please feel free to contact me at 402.458.5697 or jstark@olsson.com.

Sincerely,

A handwritten signature in blue ink that reads "Justin R. Stark". The signature is written in a cursive style with a large initial "J" and "S".

Justin R. Stark, PE
City Engineer, Olsson

PAVING SCHEDULE OF APPROXIMATE QUANTITIES

ITEM NO.	STANDARD ITEM DESCRIPTION	UNIT	QUANTITY
04.09107	PCC PAVT W/INT CURB, 7"	SY	352
04.09700	REMOVE CONC HEADER	LF	32
04.09701	INSTALL CONC HEADER	LF	60
50.00001	REMOVE AND RESET DEAD END SIGNING	EA	5

ETMUND ESTATES 2ND ADDITION

CYPRUS BLVD. PUBLIC PAVING

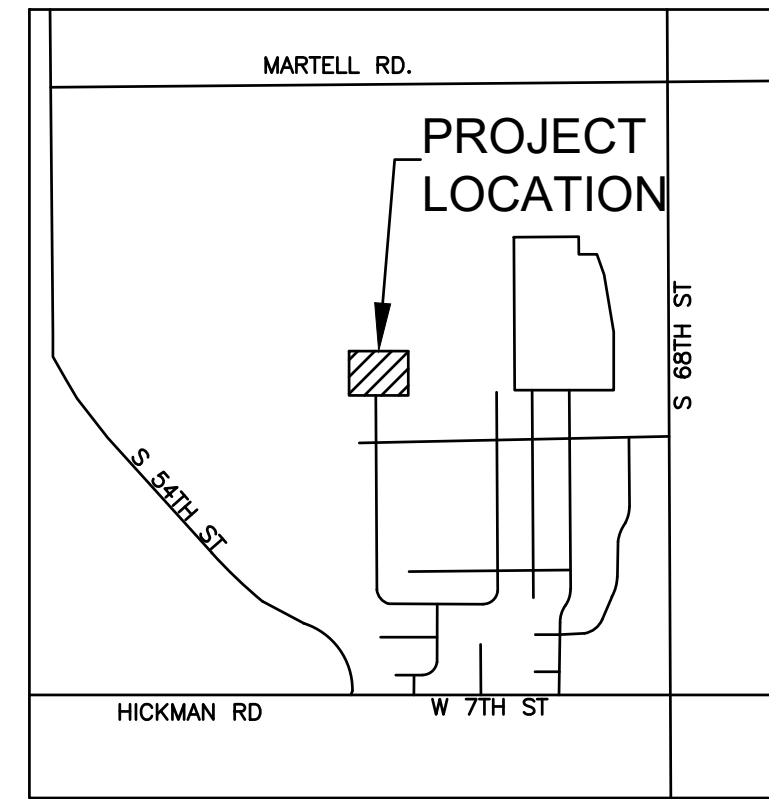
PAVING NOTES

- FOR DETAILS OF TYPICAL PAVEMENT SECTIONS, SEE THE SPECIFICATIONS PREPARED FOR THIS PROJECT AND DETAIL SHEET.
- FOR CURB DETAILS, SEE THE SPECIFICATIONS PREPARED FOR THIS PROJECT AND DETAIL SHEET.
- FOR DETAILS OF CONCRETE PAVEMENT JOINTS, SEE DETAIL SHEET.
- ALL ADA ACCESS RAMP SHALL MEET AMERICANS WITH DISABILITIES ACT (ADA) REGULATIONS.
- FOR DETAILS OF PAVEMENT CONSTRUCTION, REFERENCE SPECIFICATIONS PREPARED FOR THIS PROJECT.
- EARTH EXCAVATION IS SUBSIDIARY TO THE PAVING.
- WHEN WORKING IN PUBLIC R.O.W. OR PUBLIC ACCESS AND UTILITY EASEMENTS, CONTRACTOR SHALL RESTORE DISTURBED AREAS TO EXISTING GRADE FOLLOWING THE COMPLETION OF CONSTRUCTION ACTIVITY. ALL SPOIL MATERIAL FROM CONSTRUCTION SHALL BE REMOVED FROM THE STREET ROW OR UTILITY EASEMENT BY THE CONTRACTOR. SPOIL MATERIAL SHALL BE REMOVED FROM THE SITE UNLESS OTHERWISE DIRECTED BY ENGINEER.
- GEOMETRICS OF ALL PAVEMENT MARKINGS SHALL CONFORM TO STATE OF NEBRASKA DESIGN CRITERIA.
- ALL SIGNS SHALL COMPLY WITH U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION'S "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES", LOCAL CODES AND AS SPECIFIED. MOUNT SIGNS TO POST IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
- THE CONTRACTOR SHALL REFERENCE THE GEOTECHNICAL REPORT PREPARED FOR THIS SITE FOR PAVEMENT THICKNESS AND SUBGRADE PREPARATION.
- ALL CONSTRUCTION JOINTS SHALL BE SEALED IN ACCORDANCE WITH THE SPECIFICATIONS PREPARED FOR THIS PROJECT.
- CONTRACTOR SHALL NOTIFY GEOTECHNICAL TESTING FIRM 48 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION FOR TESTING OF SUBGRADE.
- ALL SIDEWALKS SHALL HAVE A MAXIMUM CROSS SLOPE OF 2.0% AND A MAXIMUM LONGITUDINAL SLOPE OF 5.0%. ALL ADA RAMPS SHALL HAVE A MAXIMUM CROSS SLOPE OF 2.0% AND A MAXIMUM LONGITUDINAL SLOPE OF 8.3%.
- ALL NEW CONCRETE SHALL BE 478-3500.
- 28 DAY REQUIRED STRENGTH OF 3,500 PSI.
- 564 LBS OF CEMENT PER CUBIC YARD.
- TYPE IP CEMENT.
- MAXIMUM WATER CEMENT RATIO = 0.50.
- MAXIMUM SLUMP = 4 INCHES.
- AIR CONTENT = 5.0 TO 7.5% BY VOLUME.
- 3,000 PSI REQUIRED STRENGTH TO DRIVE EQUIPMENT ON NEW SLABS.
- PROVIDE CURE COMPOUND AT RATE OF 200 SF/GAL.
- PROVIDE BROOM OR WET BURLAP FINISH.
- ALL SAWED JOINTS SHALL BE BLOWN OUT, CLEANED AND SEALED WITH HOT SEAL MATERIAL.
- ALL CONCRETE SHALL BE PLACED IN ACCORDANCE WITH ACI 305 & 206 "HOT WEATHER" & "COLD WEATHER" CONCRETING. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY BLANKETS, EXTERNAL HEAT OR OTHER METHODS AS REQUIRED TO ENSURE CONCRETE PLACEMENT AND TEMPERATURE ARE MAINTAINED WITHIN SPECIFIED REQUIREMENTS. CONCRETE SHALL BE MAINTAINED AT A MINIMUM TEMPERATURE OF 50° FOR THREE DAYS AFTER THE COMPLETION OF PLACEMENT.
- ANY OTHER APPLICABLE SECTIONS FOR MATERIALS AND CONSTRUCTION, WITHIN THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, LATEST EDITION, NEBRASKA DEPARTMENT OF TRANSPORTATION, SHALL APPLY.

CONTROL POINTS

ALL CONTROL POINTS ARE IN LANCASTER COUNTY COORDINATE SYSTEM AND NAVD 88 DATUM.

- 3/4" REBAR
N:139361.4465, E:179021.3468
ELEV.=1327.92
- 3/4" REBAR
N:140464.3493, E:178997.5254
ELEV.=1331.47
- CHISELED 'X' IN CONCRETE POST
N:140488.9379, E:179558.8000
ELEV.=1309.73
- 3/4" REBAR
N:139419.5521, E:179864.8410
ELEV.=1292.26



VICINITY MAP
NO SCALE

PAVING SHEET INDEX	
SHEET NO.	SHEET DESCRIPTION
1	CYPRUS BLVD. PUBLIC PAVING COVER
2	DETAILS

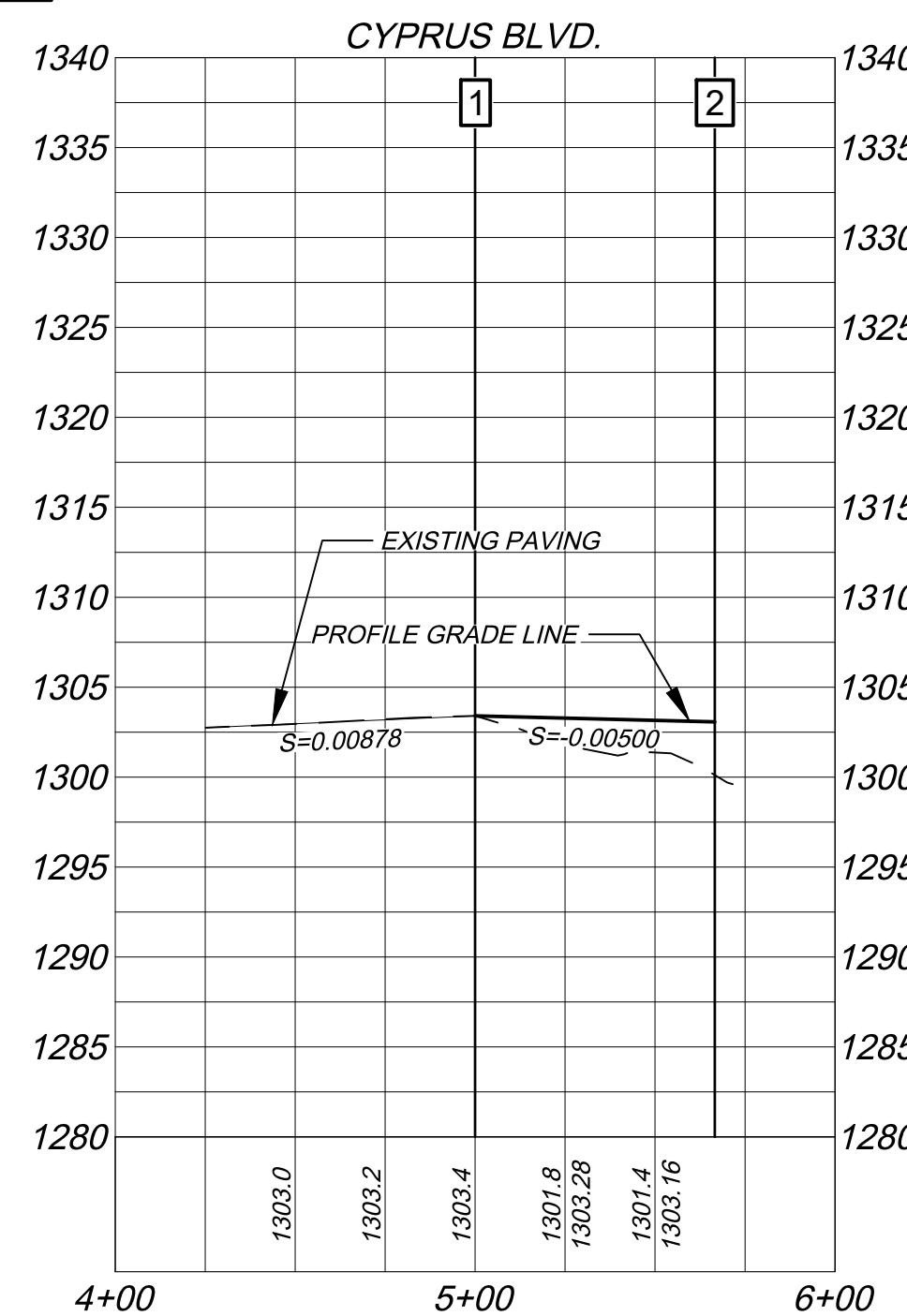
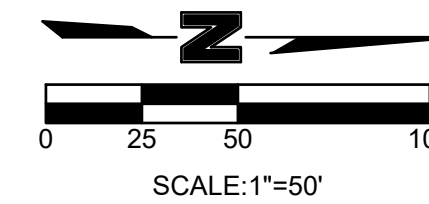
1 STA. 5+00.00 (CYPRUS BLVD.)
N:139291.5069, E:177803.0784
REMOVE 32 LF OF CONCRETE HEADER
MATCH EXISTING PAVING
REFERENCE DETAIL ON SHEET 2 OF 2 FOR CONNECTION TO EXISTING PAVEMENT
REMOVE & RESET 5 DEAD END MARKERS
TS EL.=1303.41 ±
(CONTRACTOR TO VERIFY)

STA. 5+00.20 (CYPRUS BLVD.)
OFFSET: 15.62' LT.
N:139291.8554, E:177818.7008
BEGIN TRANSITION FROM FULL CURB TO 3" DROP CURB IN 6'
ETC EL.=1303.24

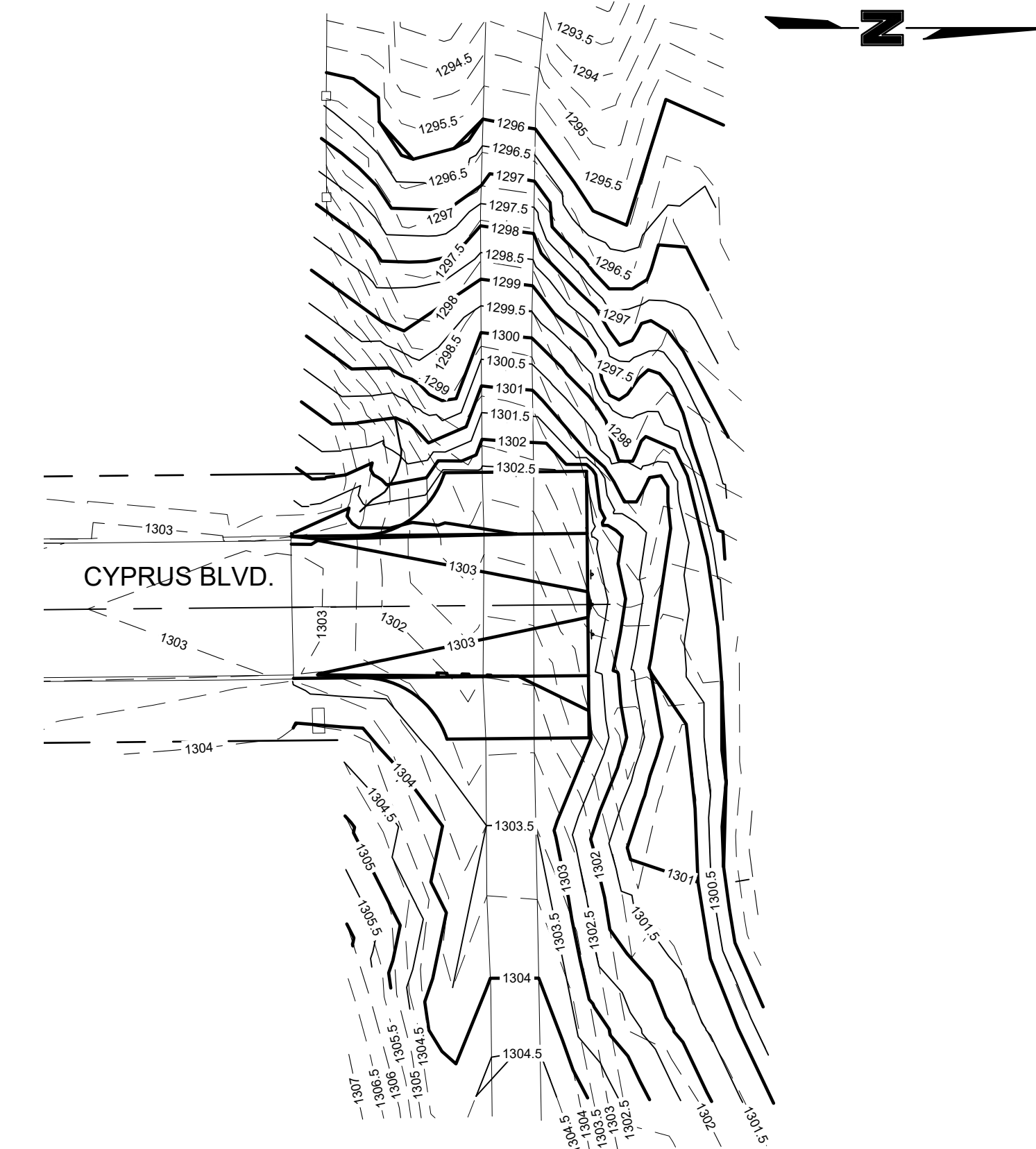
STA. 5+06.21 (CYPRUS BLVD.)
OFFSET: 16.00' LT.
N:139297.8719, E:177819.0190
END TRANSITION FROM FULL CURB TO 3" DROP CURB
DC EL.=1303.22

STA. 5+00.00 (CYPRUS BLVD.)
OFFSET: 15.36' LT.
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BEGIN TRANSITION FROM FULL CURB TO 3" DROP CURB IN 6'
ETC EL.=1302.88

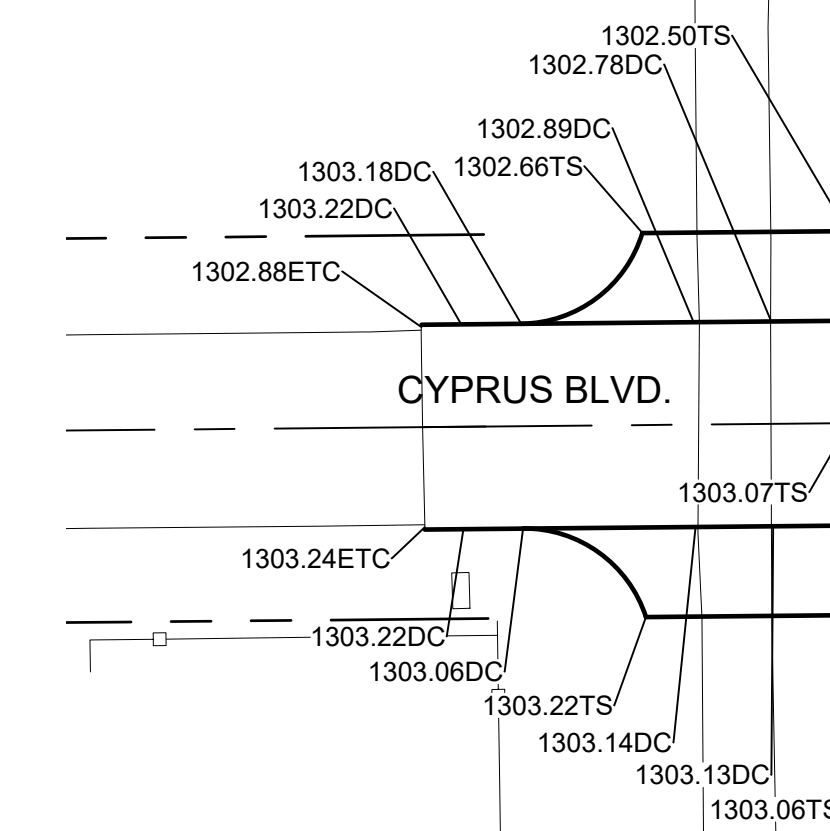
STA. 5+06.21 (CYPRUS BLVD.)
OFFSET: 16.00' LT.
N:139297.5696, E:177787.0204
END TRANSITION FROM FULL CURB TO 3" DROP CURB
DC EL.=1303.22



PROFILE SCALES:
HORIZONTAL: 1"=50'
VERTICAL: 1"=10'

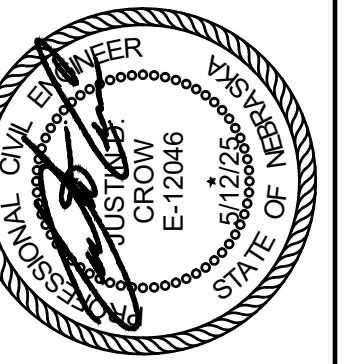


CYPRUS BLVD. GRADING
DETAIL
SCALE: 1"=30'



CYPRUS BLVD. ROAD
DETAIL
SCALE: 1"=30'

Civil Design Group, Inc.
8535 EXECUTIVE WOODS DR., SUITE 200
LINCOLN, NEBRASKA 68512
Ph: 402-334-8494 Fax: 866-215-8747
NE Certificate of Authorization: CA-1648



REVISIONS	
NO.	DESCRIPTION

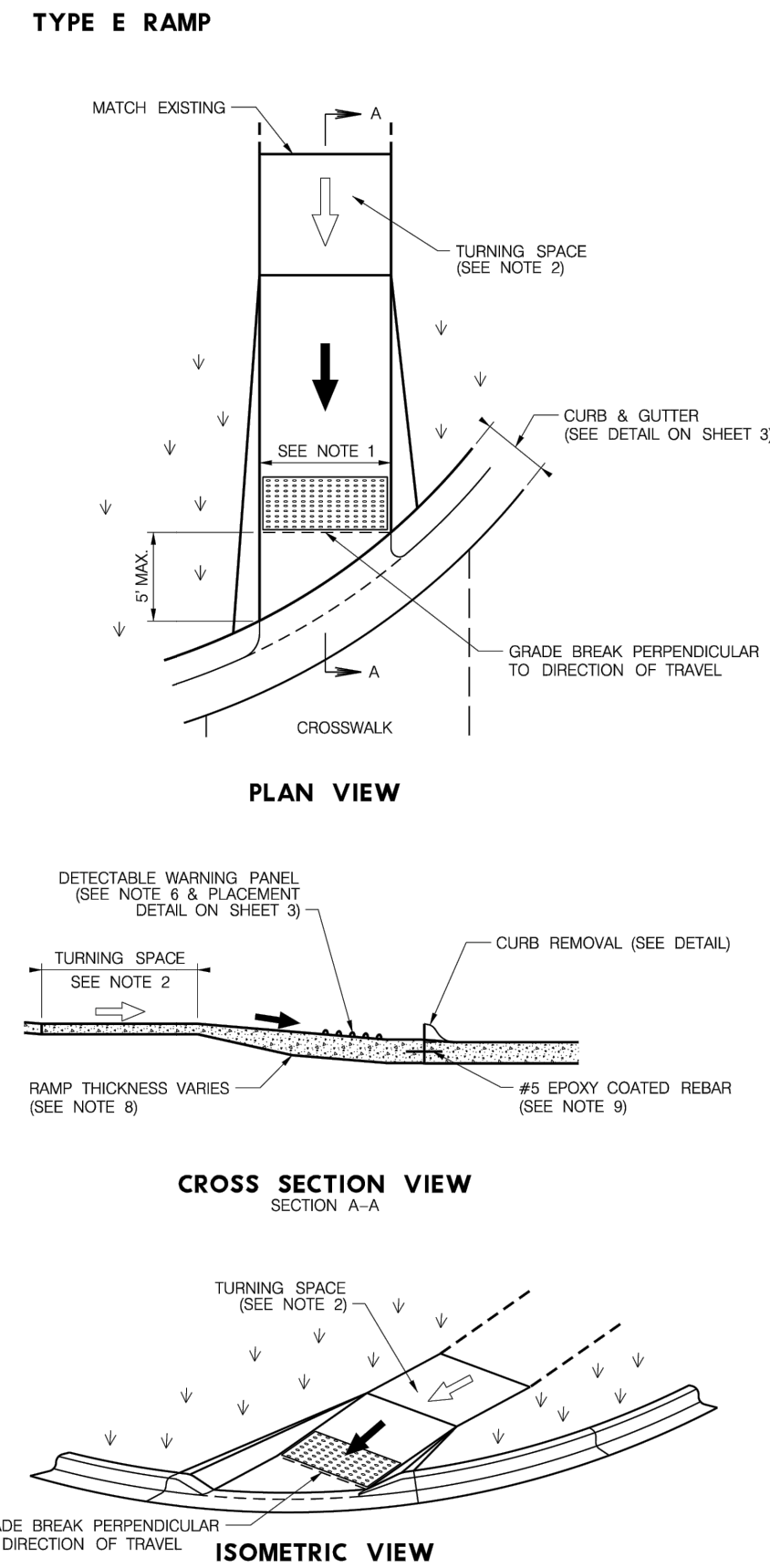
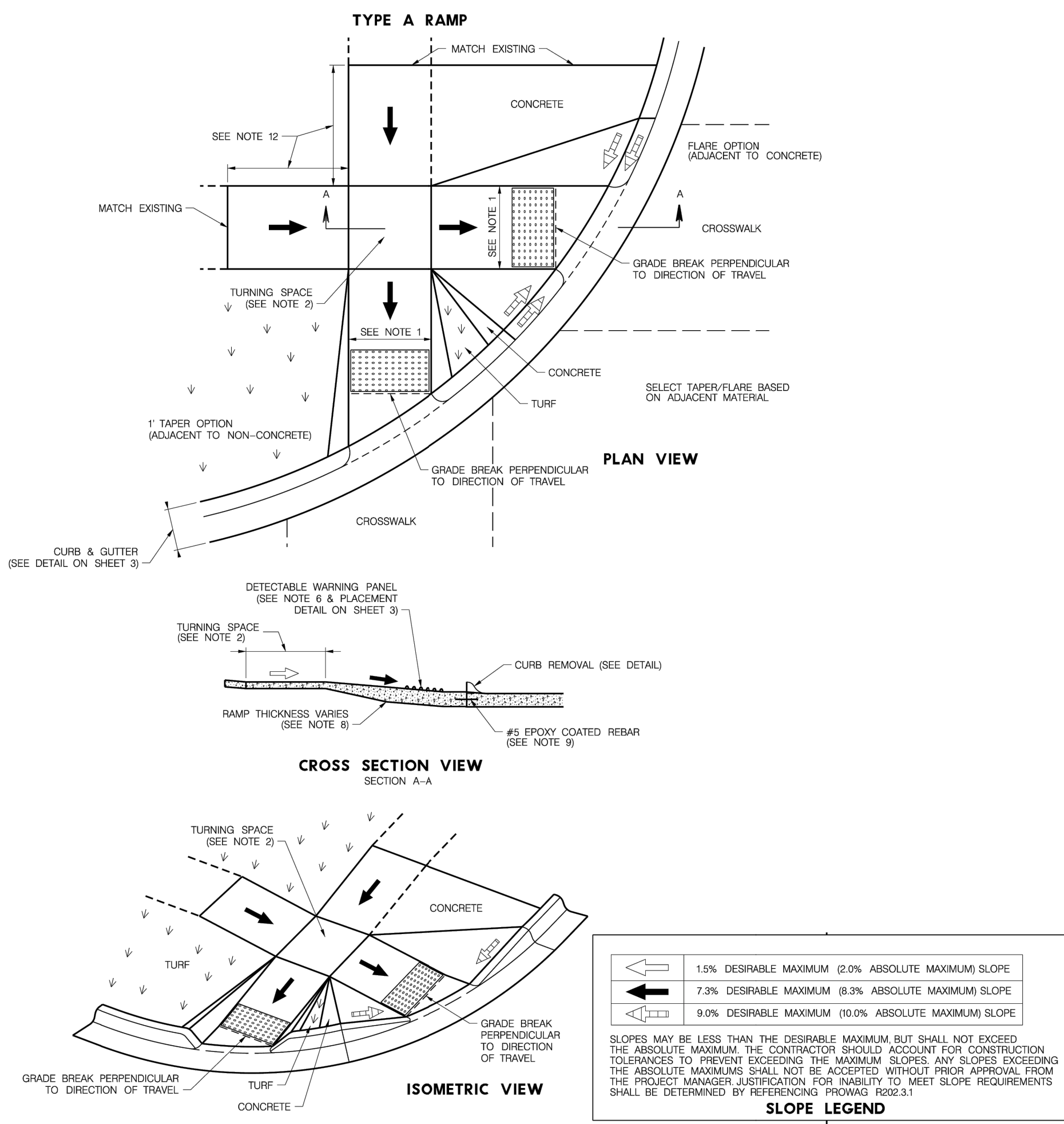
CYPRUS BLVD. PUBLIC PAVING COVER
ETMUND ESTATES 2ND ADDITION
HICKMAN, NE
2025

drawn by: WG
checked by: JDC
approved by: JDC
project no.: 2025-0012
date: 5/12/2025

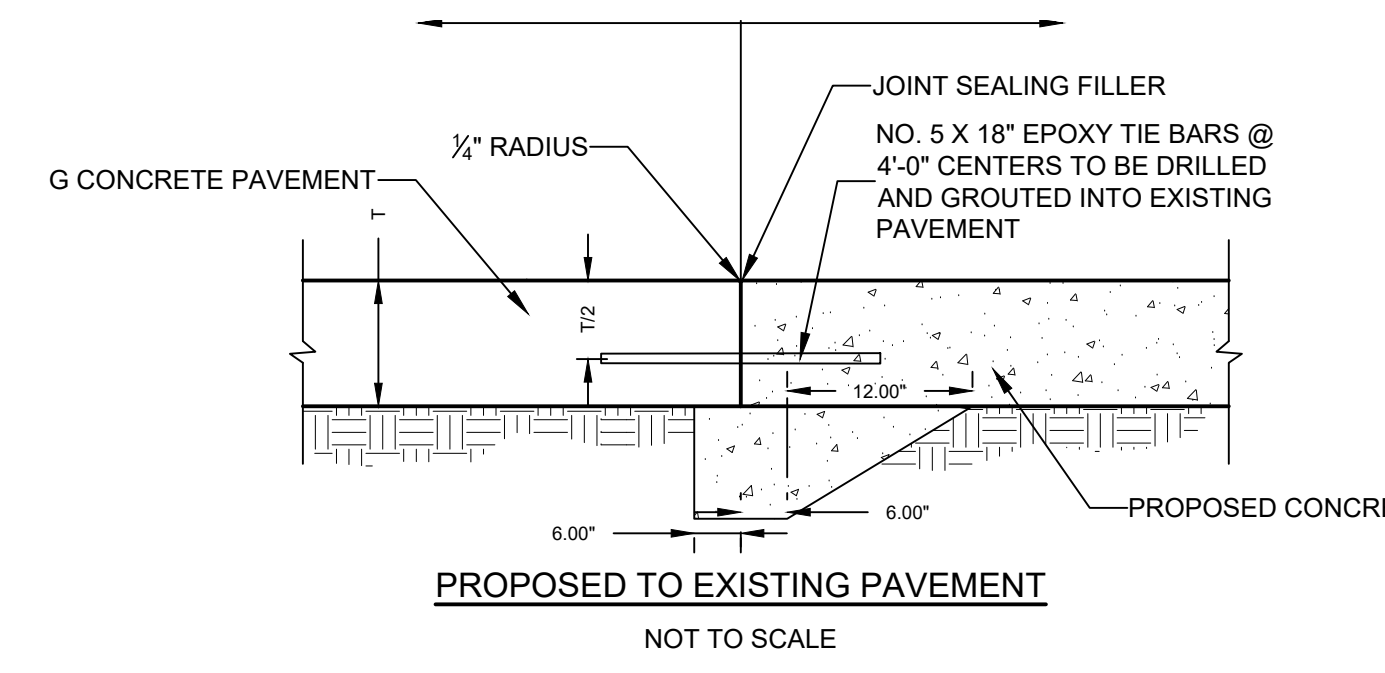
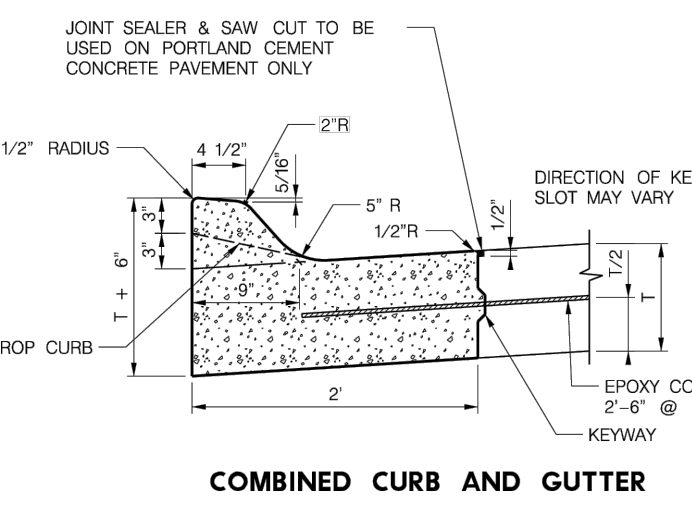
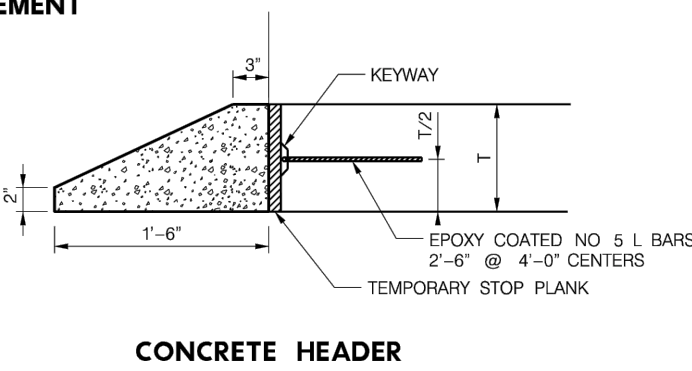
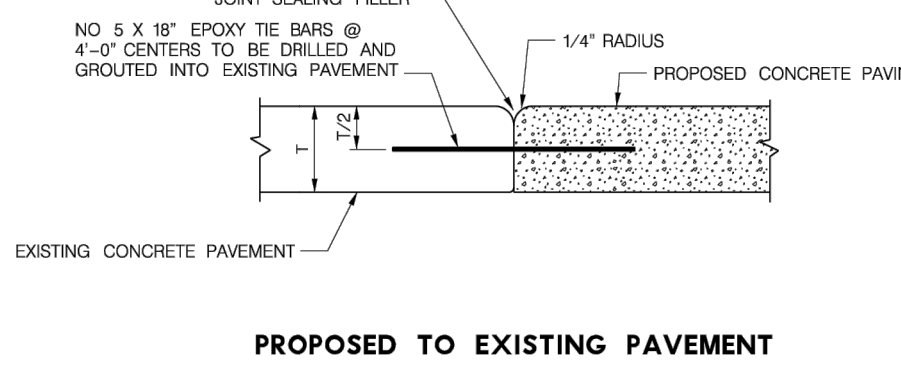
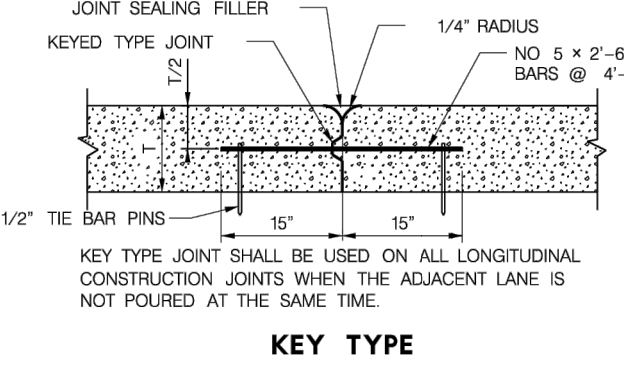
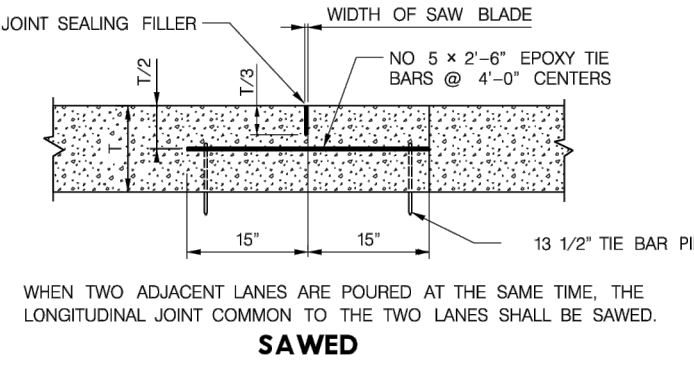
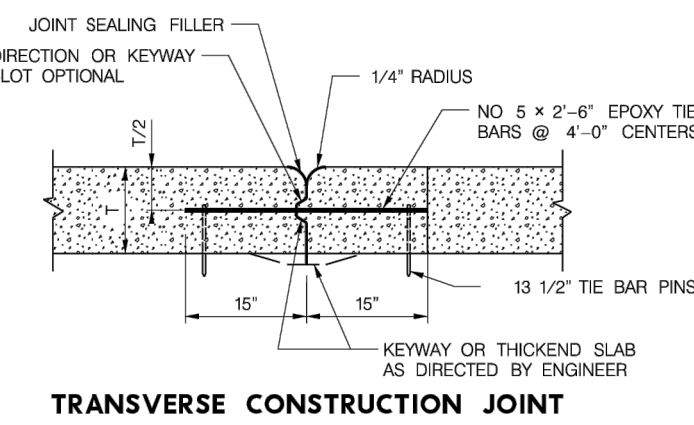
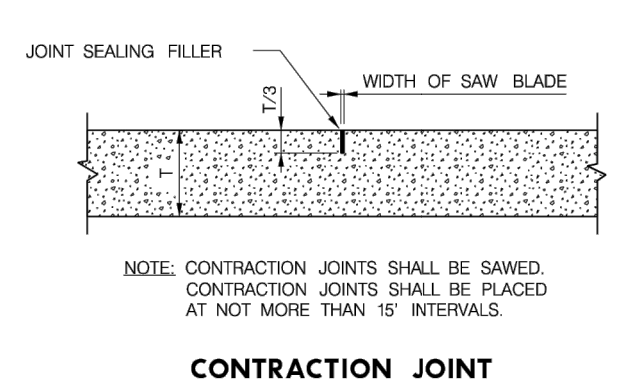
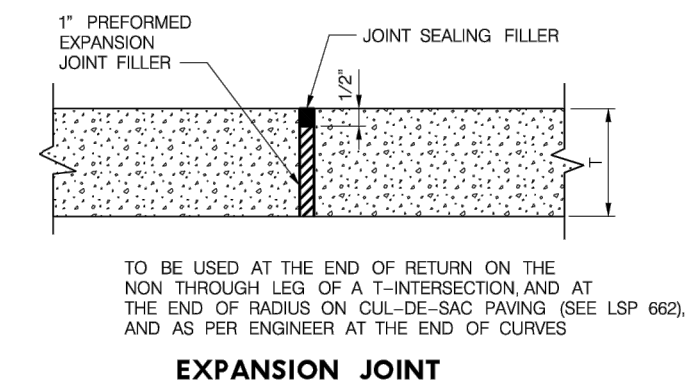
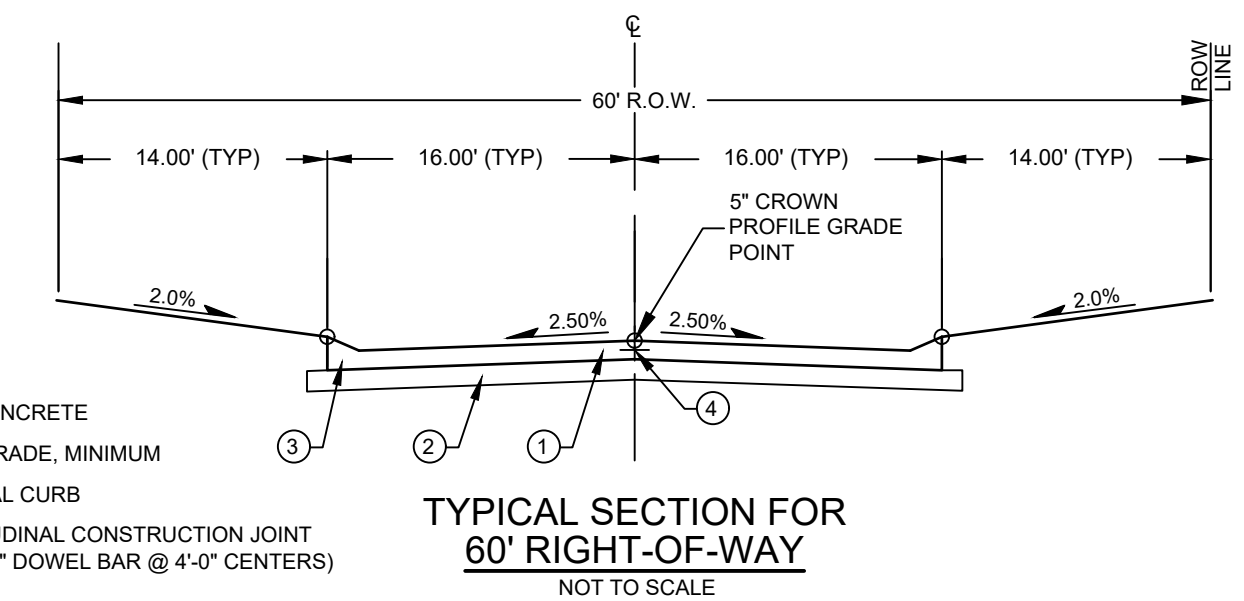
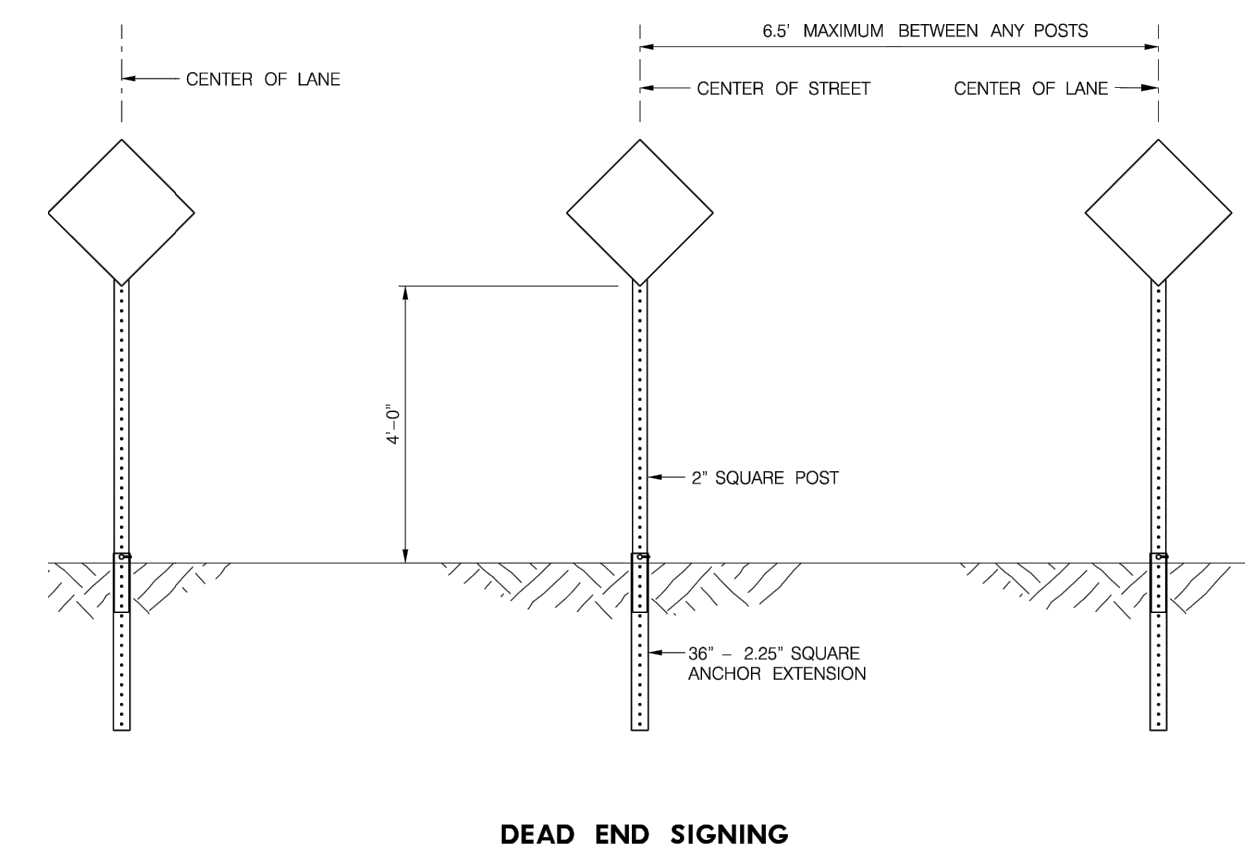


CALL 811 OR 1-800-331-5666 PRIOR TO ANY EXCAVATION OR LAND DISTURBANCE TO HAVE EXISTING UNDERGROUND AND OVERHEAD UTILITIES LOCATED AND MARKED.

SHEET
1 OF 2



- NOTES:
1. SIDEWALK RAMP WIDTH REQUIREMENTS
NEW CONSTRUCTION: RAMP WIDTH SHALL BE 5' MINIMUM.
RETROFIT CONSTRUCTION: RAMP WIDTH SHALL BE 4' MINIMUM.
BIKE PATH/TRAILS: RAMP WIDTH SHALL BE THE SAME AS THE NOMINAL WIDTH OF THE BIKE PATH/TRAIL.
 2. THE SLOPE OF TURNING SPACES SHALL HAVE AN ABSOLUTE MAXIMUM OF 2% IN ALL DIRECTIONS.
NEW CONSTRUCTION THE TURNING SPACE SHALL HAVE ABSOLUTE MINIMUM DIMENSIONS OF 5' X 5'.
RETROFIT CONSTRUCTION THE TURNING SPACE SHALL HAVE ABSOLUTE MINIMUM DIMENSIONS OF 4' X 4'. IF TURNING SPACE IS CONSTRAINED AT THE BACK OF SIDEWALK THE TURNING SPACE SHALL BE A MINIMUM OF 5' X 4', WITH THE 5' DIMENSION BEING IN THE DIRECTION OF THE RAMP FLARE.
 3. CARE SHALL BE TAKEN TO ASSURE A UNIFORM GRADE ON THE CURB RAMP, FREE OF SAGS AND SHORT GRADE CHANGES.
 4. RAMP SHALL BE CONSTRUCTED SUCH THAT THE MAXIMUM VERTICAL DISCONTINUITY IS 0.25'. DISCONTINUITIES UP TO 0.5' SHALL BE BEVELED AT 1:2 MINIMUM ACROSS THE ENTIRE LEVEL CHANGE.
 5. RAMP FLARES SHALL BE CONSTRUCTED WITH A 9% +/- 1% (10% MAXIMUM) SLOPE AT RIGHT ANGLES TO THE SLOPE OF THE CURB RAMP WHEN ADJACENT TO CONCRETE SURFACE.
 6. ALL CURB RAMP SHALL BE CONSTRUCTED WITH A LONGITUDINAL DETECTABLE TRUNCATED SURFACE ACROSS THE ENTIRE WIDTH OF RAMP THE LAST TWO FEET (2') TOWARDS THE CURB WITH COLOR CONTRAST TO ADJOINING SURFACE.
 7. DETECTABLE WARNING PANELS MUST BE APPROVED BY THE CITY AND MUST COMPLY WITH ADA DIMENSIONS AND SHALL BE INSTALLED AS PER MANUFACTURER'S INSTRUCTIONS.
 8. CONCRETE THICKNESS FOR SIDEWALK RAMP SHALL BE EQUAL TO THE PAVEMENT THICKNESS, BUT NO LESS THAN 4" AND NO MORE THAN 12". THE THICKNESS THAT IS DETERMINED SHALL BE CARRIED OUT A DISTANCE OF NO LESS THAN 4" AND NO MORE THAN 6" MEASURED PERPENDICULAR TO THE BACK OF CURB.
 9. RAMP SHALL BE TIED TO THE BACK OF THE CURB WITH #5 EPOXY COATED REBAR 18" LONG, AT 2' MAXIMUM SPACING ACROSS THE WIDTH OF THE RAMP.
 10. WHERE COMMERCIAL DRIVEWAYS ARE CONSTRUCTED AT THE ADJACENT STREET ELEVATION OR WHERE THE COMMERCIAL DRIVEWAY UTILIZES YIELD OR STOP CONTROL DETECTABLE WARNING SURFACES SHALL BE INSTALLED AT THE JUNCTION BETWEEN THE PEDESTRIAN ROUTE AND THE VEHICULAR ROUTE.
 11. EFFECTIVE DRAINAGE IS REQUIRED IN ALL AREAS OF CURB RAMP CONSTRUCTION.
 12. FOR RETROFIT APPLICATIONS RECONSTRUCT A MINIMUM LENGTH OF SIDEWALK AND CURB/GUTTER BEYOND THE RAMP AND/OR TURNING SPACE. THE SIDEWALK SHALL HAVE A DESIRABLE MAXIMUM RUNNING SLOPE OF 7.3% OR A MAXIMUM LENGTH OF 15'.



REVISIONS

NO.	DATE	DESCRIPTION

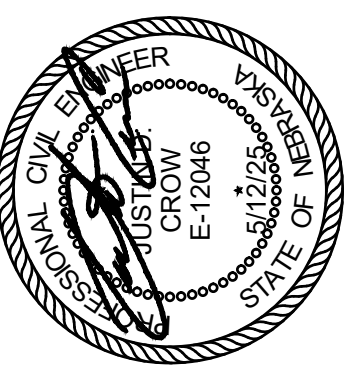
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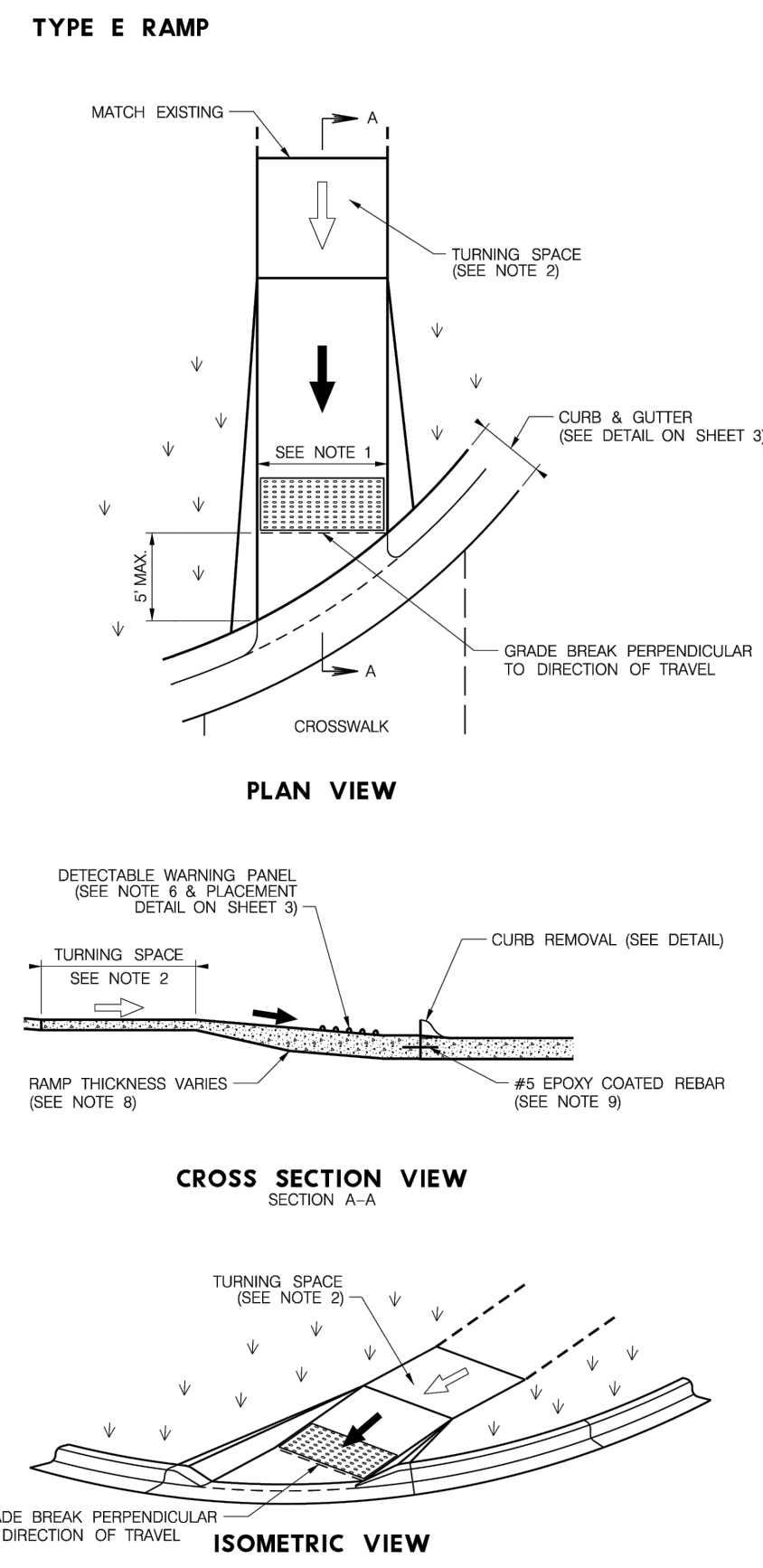
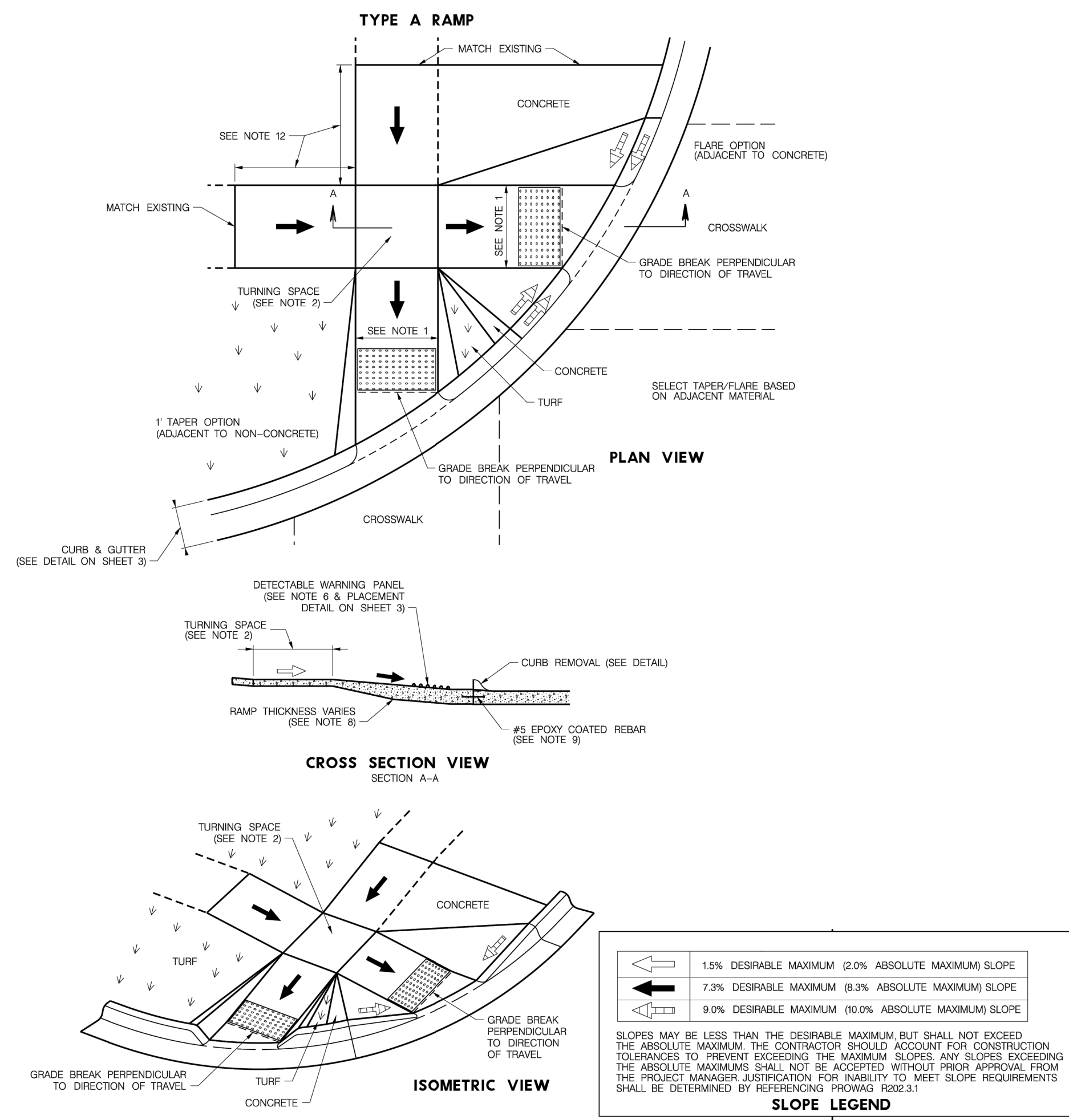
ETMUND ESTATES 2ND ADDITION

HICKMAN, NE

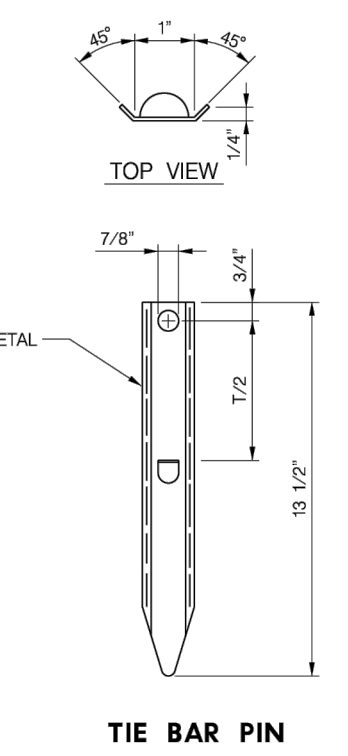
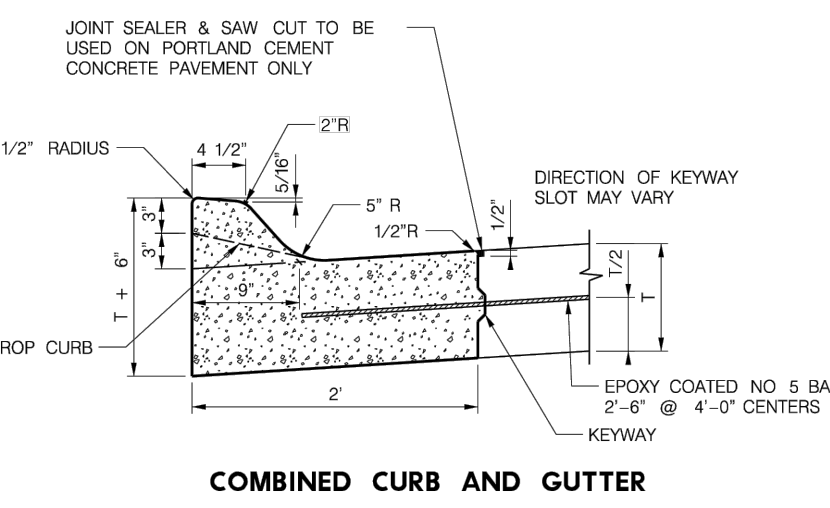
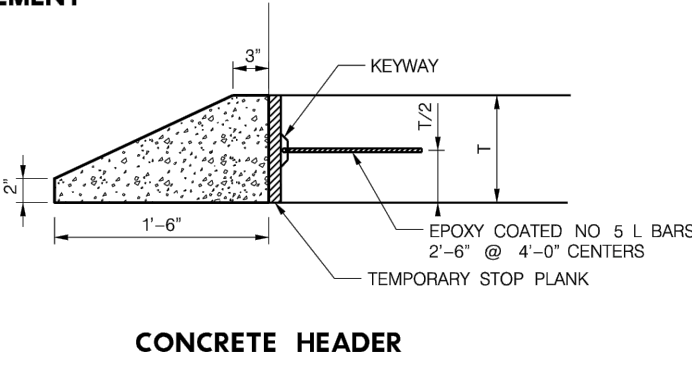
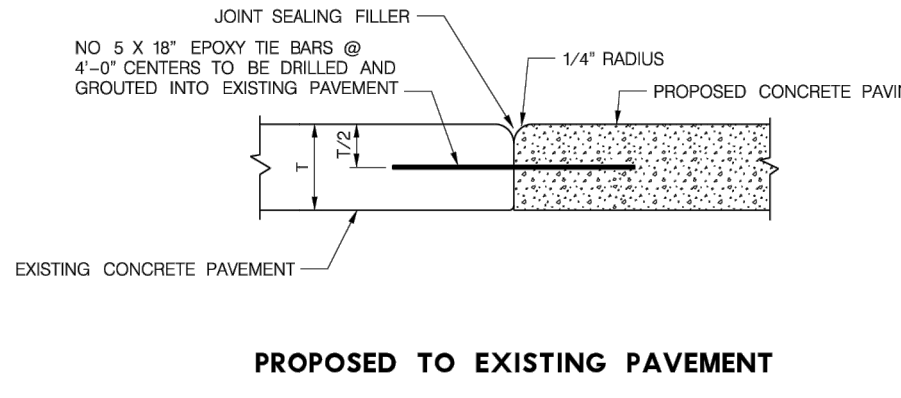
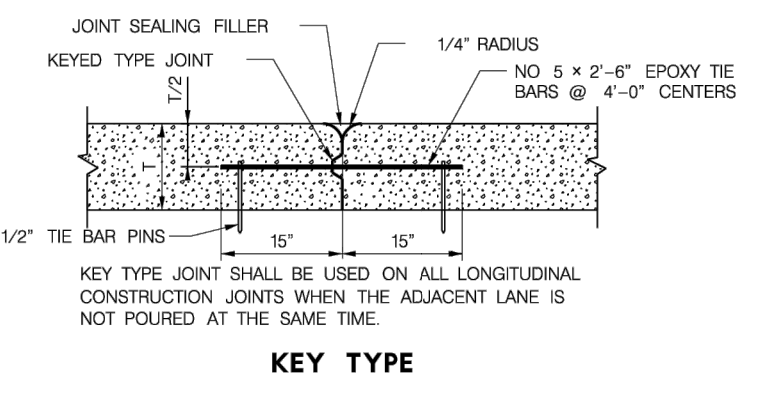
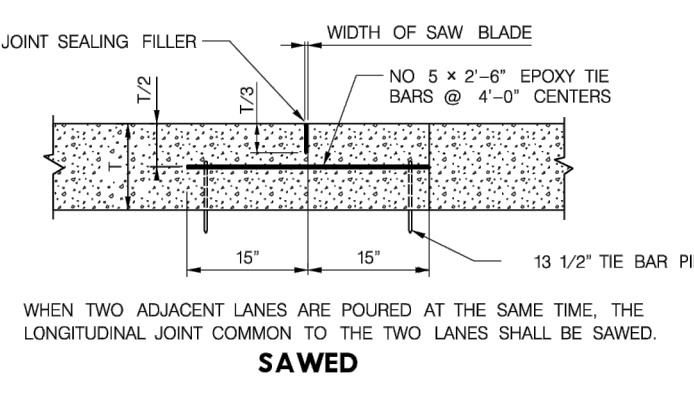
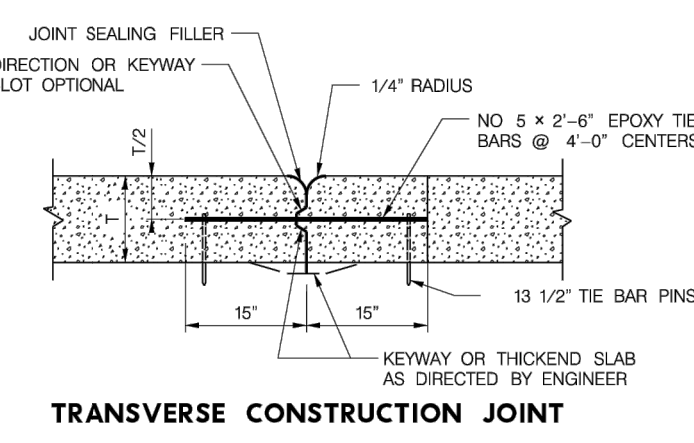
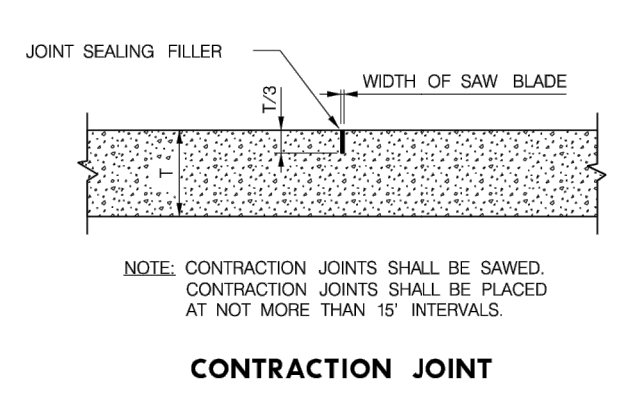
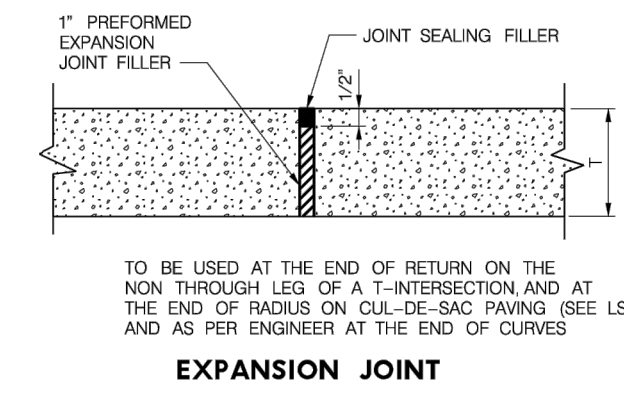
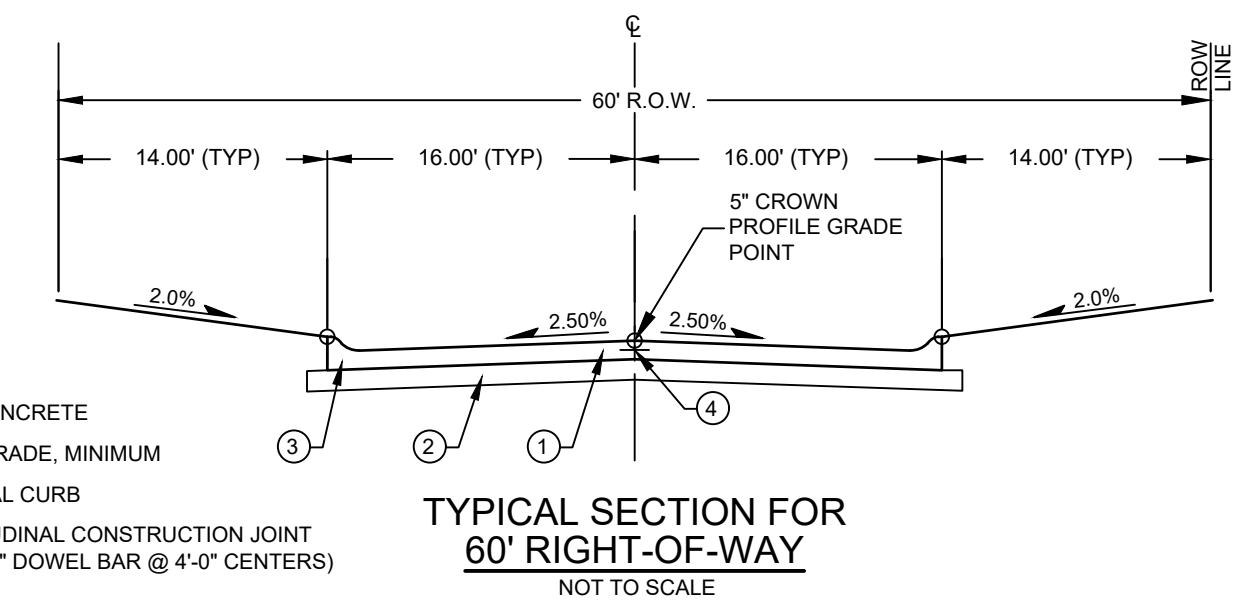
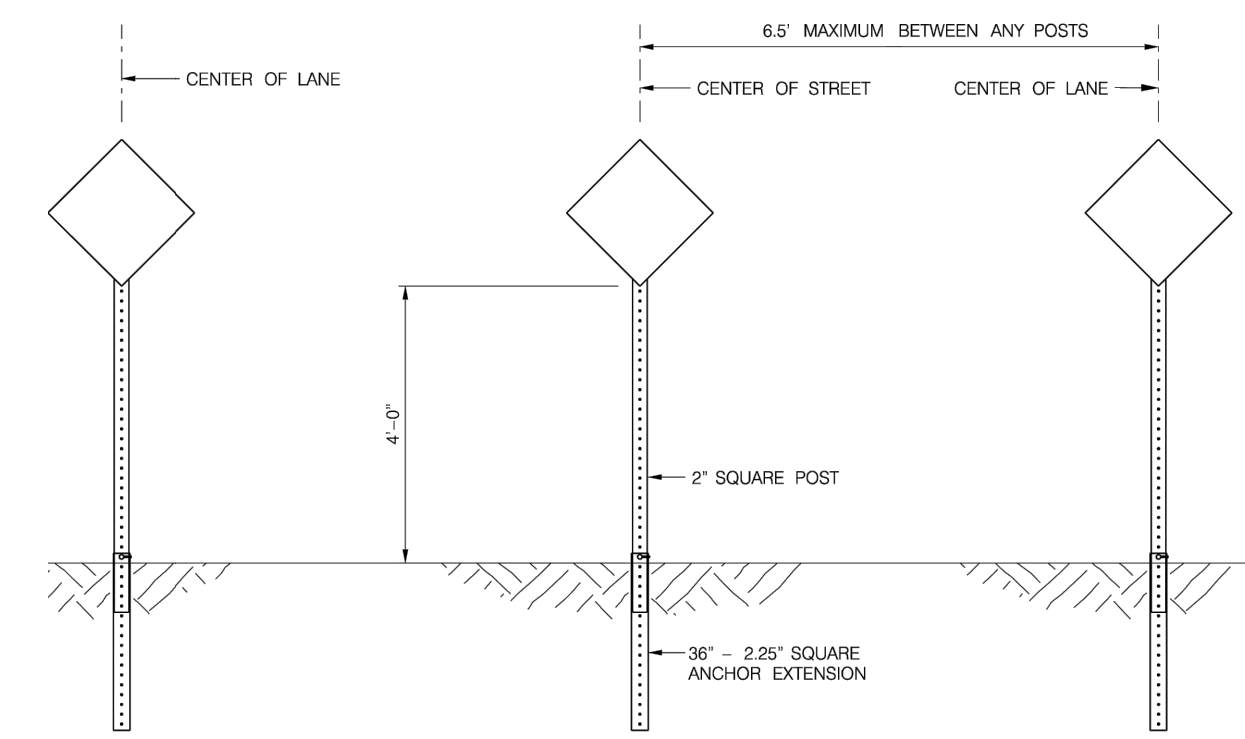
2025

drawn by: WG
checked by: JDC
approved by: JDC
project no.: 2025-0012
date: 5/12/2025





- NOTES:**
- SIDEWALK RAMP WIDTH REQUIREMENTS:
NEW CONSTRUCTION: RAMP WIDTH SHALL BE 5' MINIMUM.
RETROFIT CONSTRUCTION: RAMP WIDTH SHALL BE 4' MINIMUM.
BIKE PATH/TRAILS: RAMP WIDTH SHALL BE THE SAME AS THE NOMINAL WIDTH OF THE BIKE PATH/TRAIL.
 - THE SLOPE OF TURNING SPACES SHALL HAVE AN ABSOLUTE MAXIMUM OF 2% IN ALL DIRECTIONS.
NEW CONSTRUCTION: THE TURNING SPACE SHALL HAVE ABSOLUTE MINIMUM DIMENSIONS OF 5' X 5'.
RETROFIT CONSTRUCTION: THE TURNING SPACE SHALL HAVE ABSOLUTE MINIMUM DIMENSIONS OF 4' X 4'. IF TURNING SPACE IS CONSTRAINED AT THE BACK OF SIDEWALK, THE TURNING SPACE SHALL BE A MINIMUM OF 5' X 4' WITH THE 5' DIMENSION BEING IN THE DIRECTION OF THE RAMP RUN.
 - CARE SHALL BE TAKEN TO ASSURE A UNIFORM GRADE ON THE CURB RAMP, FREE OF SAGS AND SHORT GRADE CHANGES.
 - RAMP FLARES SHALL BE CONSTRUCTED SUCH THAT THE MAXIMUM VERTICAL DISCONTINUITY IS 0.25". DISCONTINUITIES UP TO 0.5" SHALL BE BEVELED AT 1:2 MINIMUM ACROSS THE ENTIRE LEVEL CHANGE.
 - RAMP FLARES SHALL BE CONSTRUCTED WITH A 9% +/- 1% (10% MAXIMUM) SLOPE AT RIGHT ANGLES TO THE SLOPE OF THE CURB RAMP WHEN ADJACENT TO CONCRETE SURFACE.
 - DETECTABLE WARNING PANELS MUST BE APPROVED BY THE CITY AND MUST COMPLY WITH ADA DIMENSIONS AND SHALL BE INSTALLED AS PER MANUFACTURERS INSTRUCTIONS.
 - CONCRETE THICKNESS FOR SIDEWALK RAMP SHALL BE EQUAL TO THE PAVEMENT THICKNESS BUT NO LESS THAN 4" AND NO MORE THAN 10". THE THICKNESS THAT IS DETERMINED SHALL BE CHIPPED OUT A DISTANCE OF NO LESS THAN 4" AND NO MORE THAN 6" MEASURED PERPENDICULAR TO THE BACK OF CURB.
 - RAMP SHALL BE TIED TO THE BACK OF THE CURB WITH #5 EPOXY COATED REBAR, 18" LONG, AT 2' MAXIMUM SPACING ACROSS THE WIDTH OF THE RAMP.
 - WHERE COMMERCIAL DRIVEWAYS ARE CONSTRUCTED AT THE ADJACENT STREET ELEVATION OR WHERE THE COMMERCIAL DRIVEWAY UTILIZES YIELD OR STOP CONTROL, DETECTABLE WARNING SURFACES SHALL BE INSTALLED AT THE JUNCTION BETWEEN THE PEDESTRIAN ROUTE AND THE VEHICULAR ROUTE.
 - EFFECTIVE DRAINAGE IS REQUIRED IN ALL AREAS OF CURB RAMP CONSTRUCTION.
 - FOR RETROFIT APPLICATIONS, RECONSTRUCT A MINIMUM LENGTH OF SIDEWALK AND CURB/GUTTER BEYOND THE RAMP AND/OR TURNING SPACE. THE SIDEWALK SHALL HAVE A DESIRABLE MAXIMUM RUNNING SLOPE OF 7.3% OR A MAXIMUM LENGTH OF 15'.



NOTE:

THE CONTRACTOR MAY SUBSTITUTE OTHER DESIGNS FOR EXPANSION AND CONTRACTION JOINT SUPPORTS IN LIEU OF THE TYPE SHOWN WITH PRIOR WRITTEN APPROVAL BY THE ENGINEER.

ALL JOINTS SHALL BE SEALED WITH JOINT SEALING FILLER (HOT POURED TYPE) AS PER STANDARD SPECIFICATIONS.

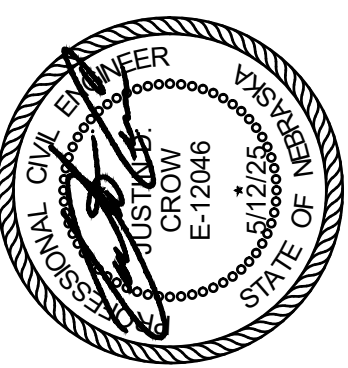
THE BARS SHALL BE EPOXY COATED DEFORMED BARS.

ALL BARS SHALL SATISFY THE BEND TEST REQUIREMENTS FOR STRUCTURAL GRADE BILLET STEEL IN ACCORDANCE WITH THE SPECIFICATIONS.

THE CONTRACTOR MAY USE A MACHINE FOR PLACING THE LONGITUDINAL TIE BARS IN LIEU OF THE TIE BAR PINS IF A MECHANICAL TIE BAR PLACEMENT MACHINE IS NOT USED. THE BAR PINS AS SHOWN WILL BE USED.

Civil Design Group, Inc.
8535 EXECUTIVE WOODS DR., SUITE 200
LINCOLN, NEBRASKA 68512
Ph: 402-334-8494 Fax: 866-215-8747
NE Certificate of Authorization: CA-1648

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NO.	DATE	DESCRIPTION

REVISIONS

DETAILS

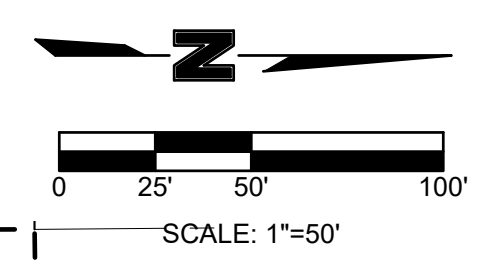
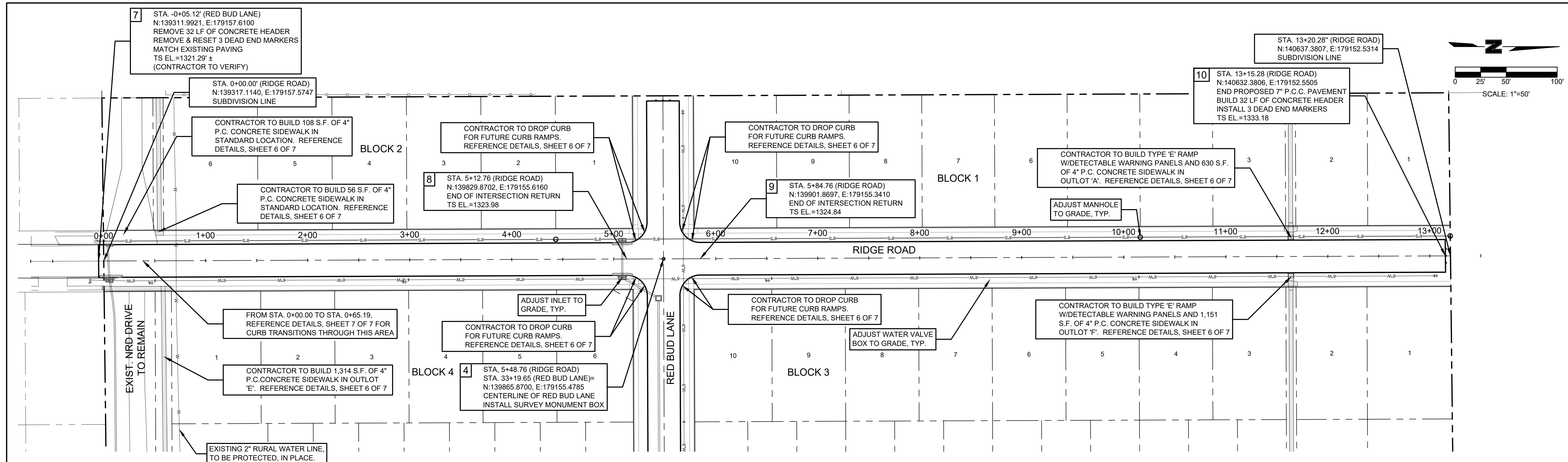
ETMUND ESTATES 2ND ADDITION

HICKMAN, NEBRASKA

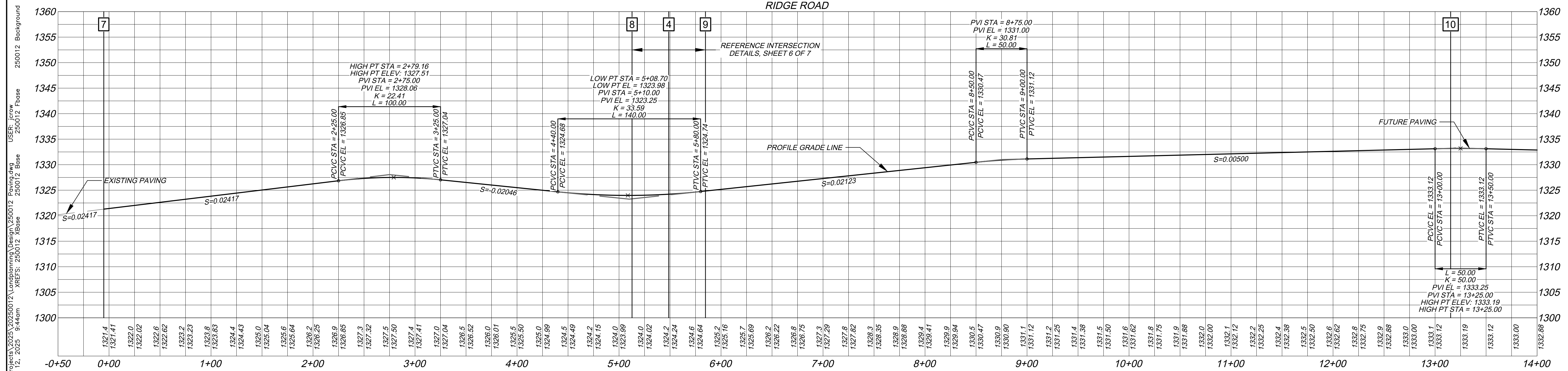
2025

drawn by: ZKW
checked by: JDC
approved by: JDC
project no.: 2025-0012
date: 5/9/2025

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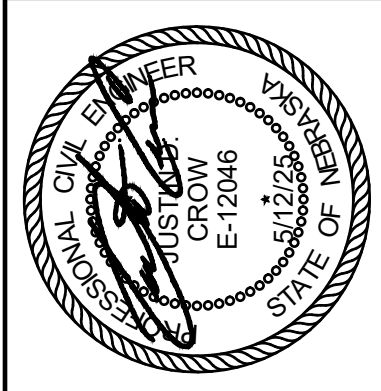


PROFILE SCALES:
HORIZONTAL: 1"=50'
VERTICAL: 1"=10'



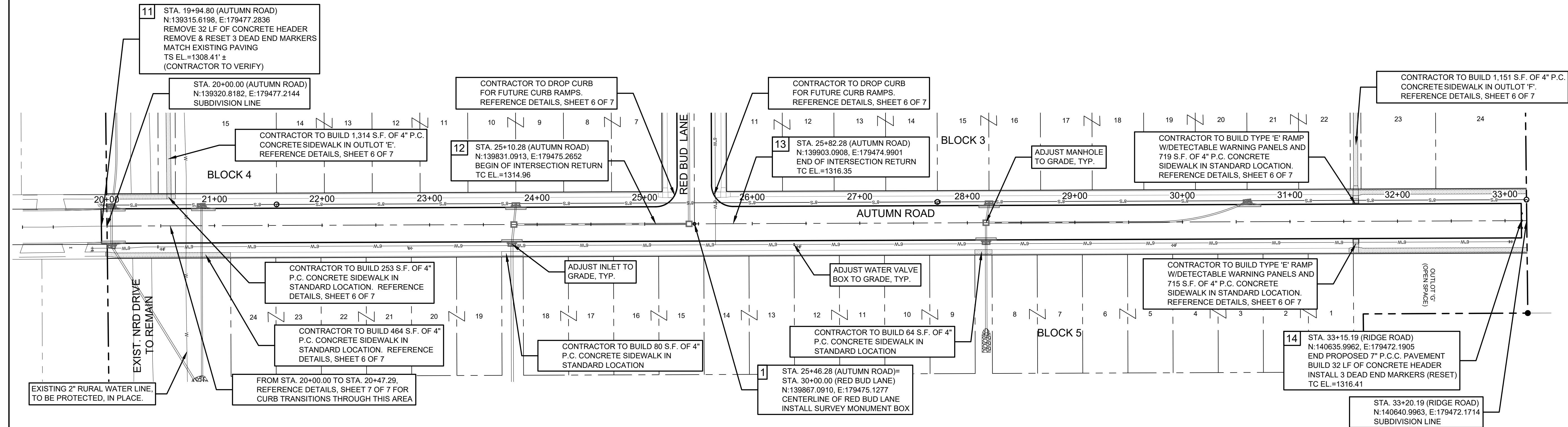
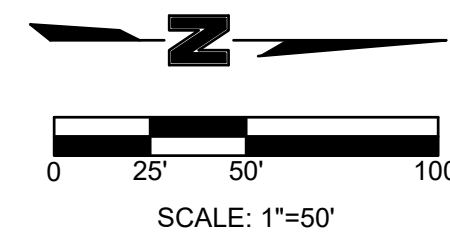
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 LINCOLN, NEBRASKA 68512
 Ph: 402-434-8494 Fax: 866-215-8747
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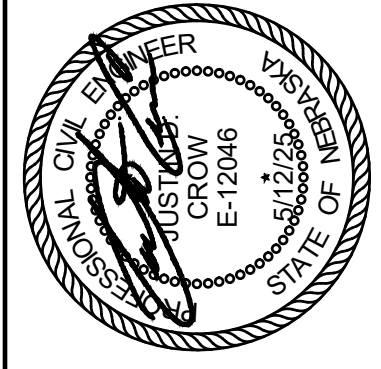
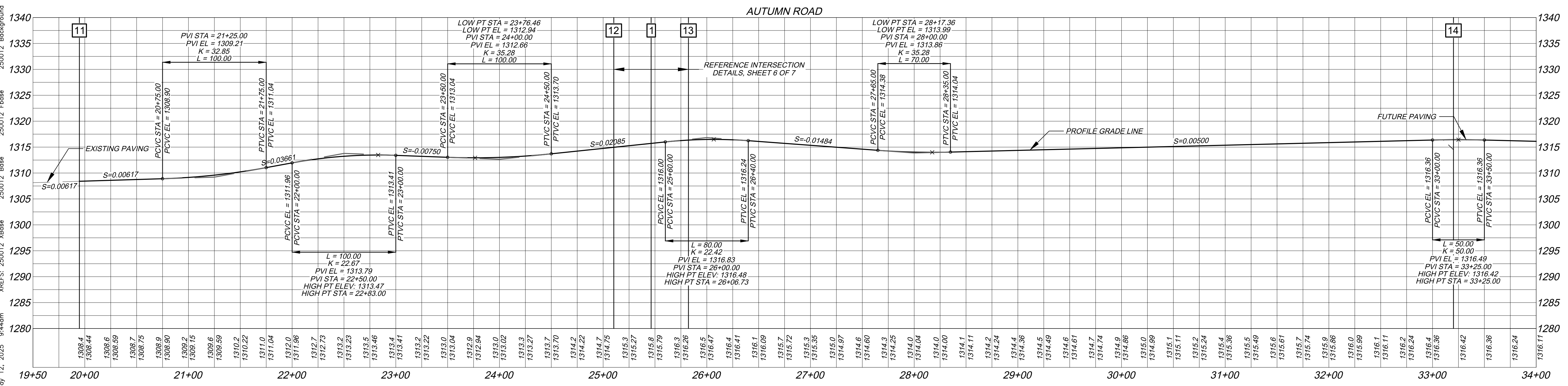


NO.	DATE	DESCRIPTION

PLAN & PROFILE
ETMUND ESTATES 2ND ADDITION
 HICKMAN, NEBRASKA
 2025
 drawn by: ZKW
 checked by: JDC
 approved by: JDC
 project no.: 2025-0012
 date: 5/9/2025
SHEET 4 OF 7



PROFILE SCALES:
HORIZONTAL: 1"=50'
VERTICAL: 1"=10'



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REVISIONS	
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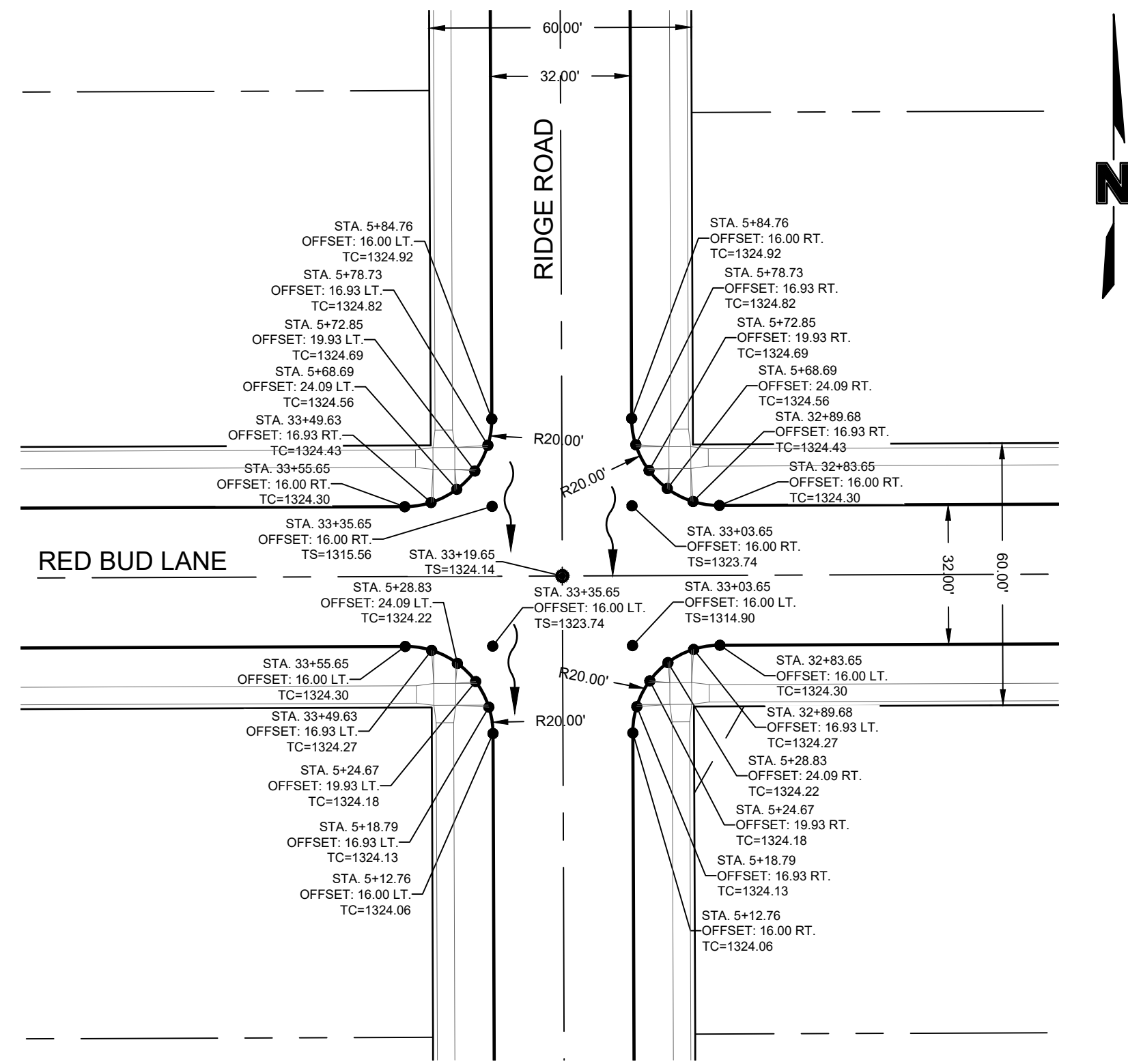
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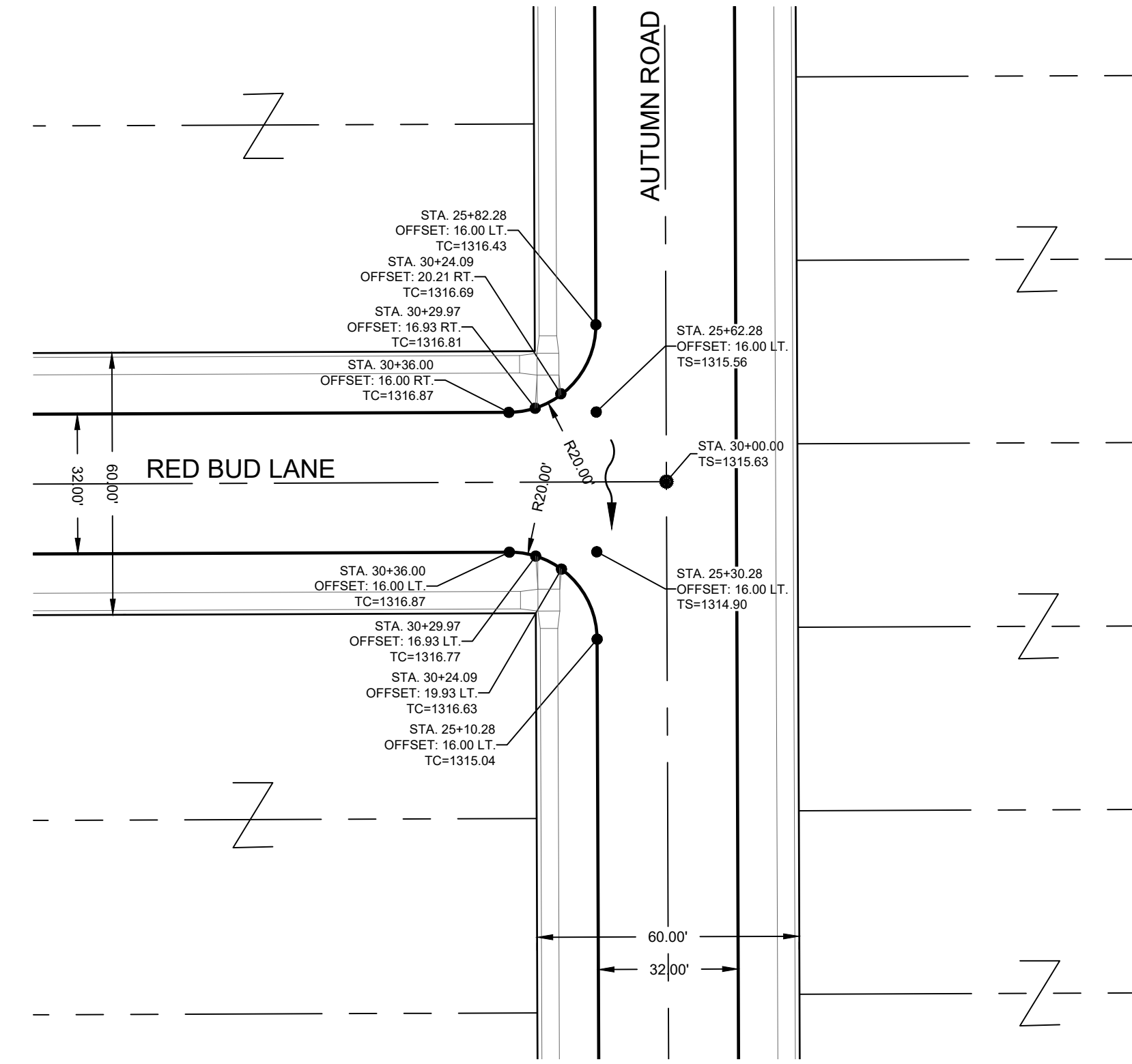
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2025

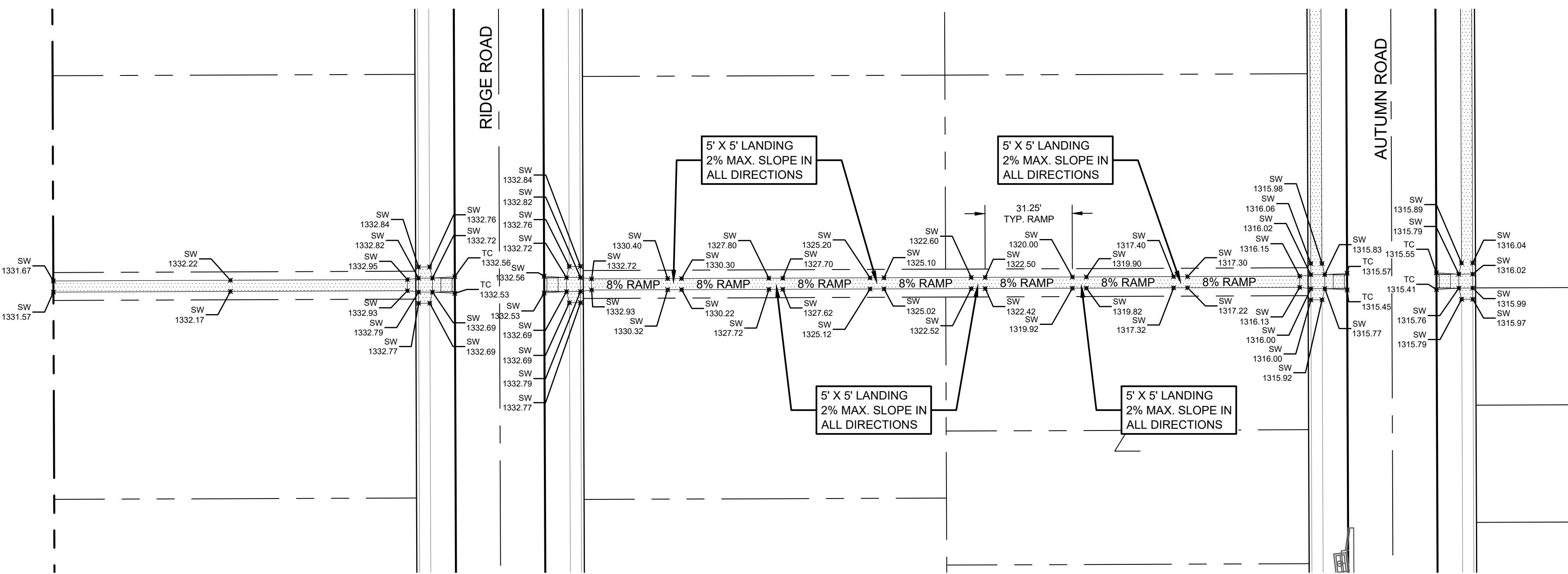
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checked by: JDC
approved by: JDC
project no.: 2025-0012
date: 5/9/2025



RED BUD LANE & RIDGE ROAD
INTERSECTION DETAIL
SCALE: 1"=30'



RED BUD LANE & AUTUMN ROAD
INTERSECTION DETAIL
SCALE: 1"=30'

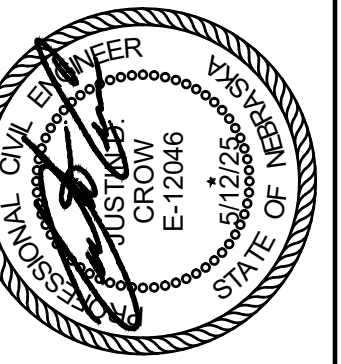


OUTLOTS 'A' & 'F' SIDEWALK DETAIL
SCALE: 1"=30'

ALL 8% RAMPS SHALL
HAVE HANDRAILS PER
LSP - 650

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INTERSECTION & SIDEWALK DETAILS

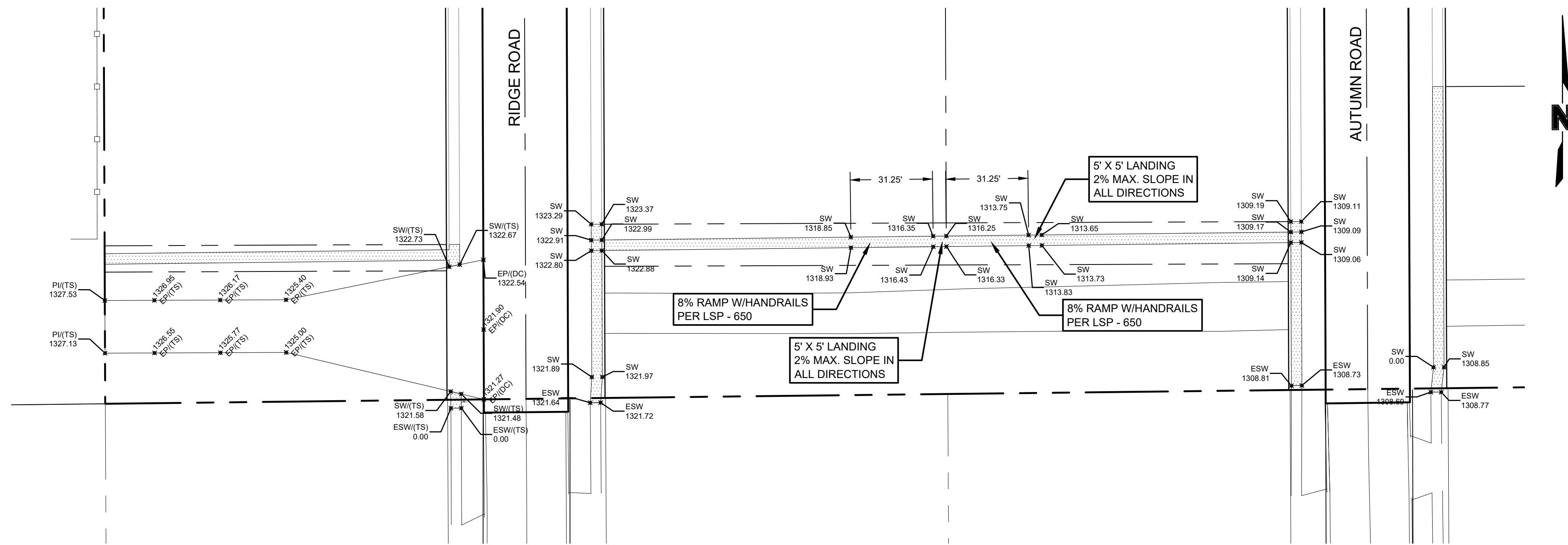
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HICKMAN, NEBRASKA

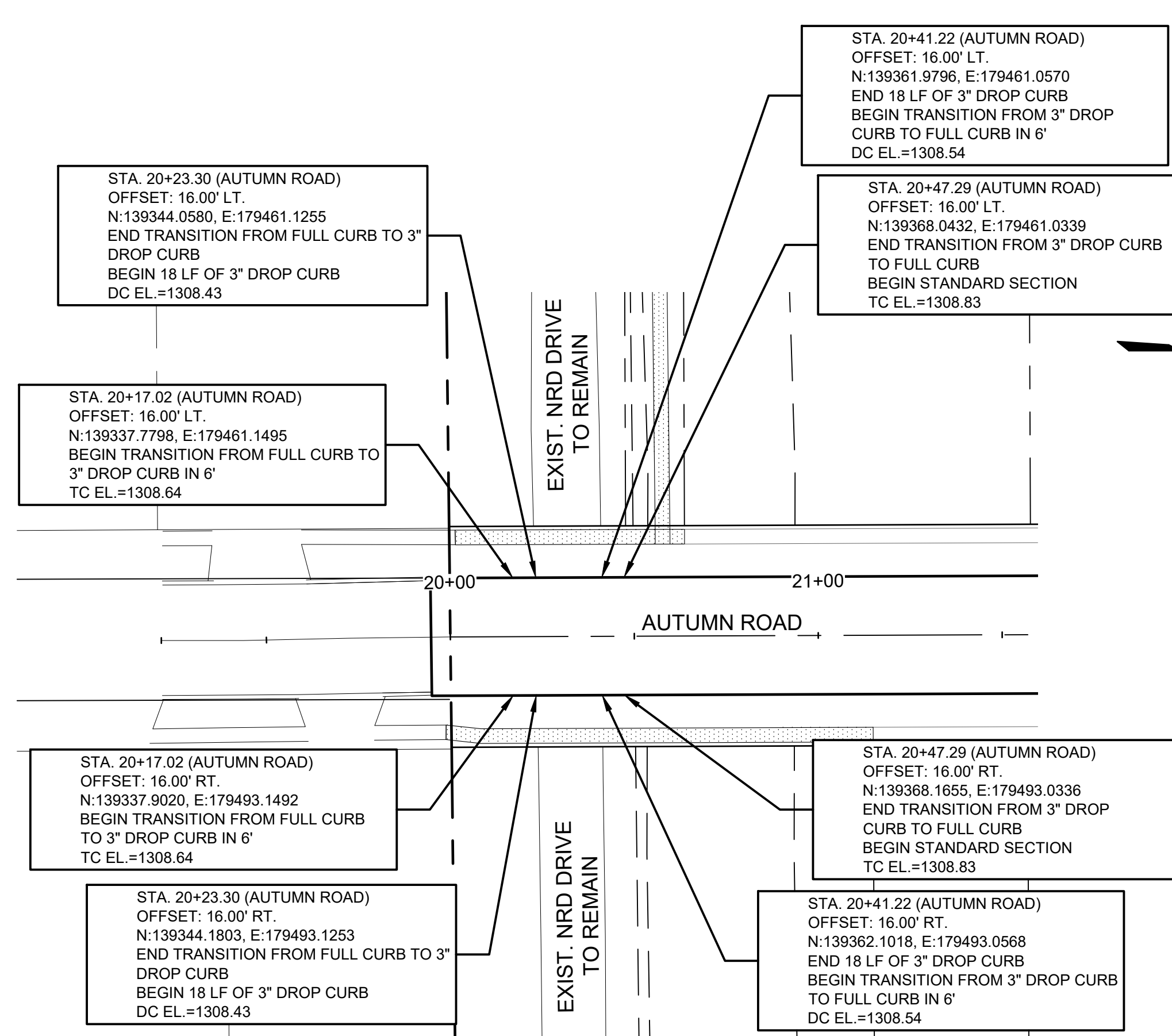
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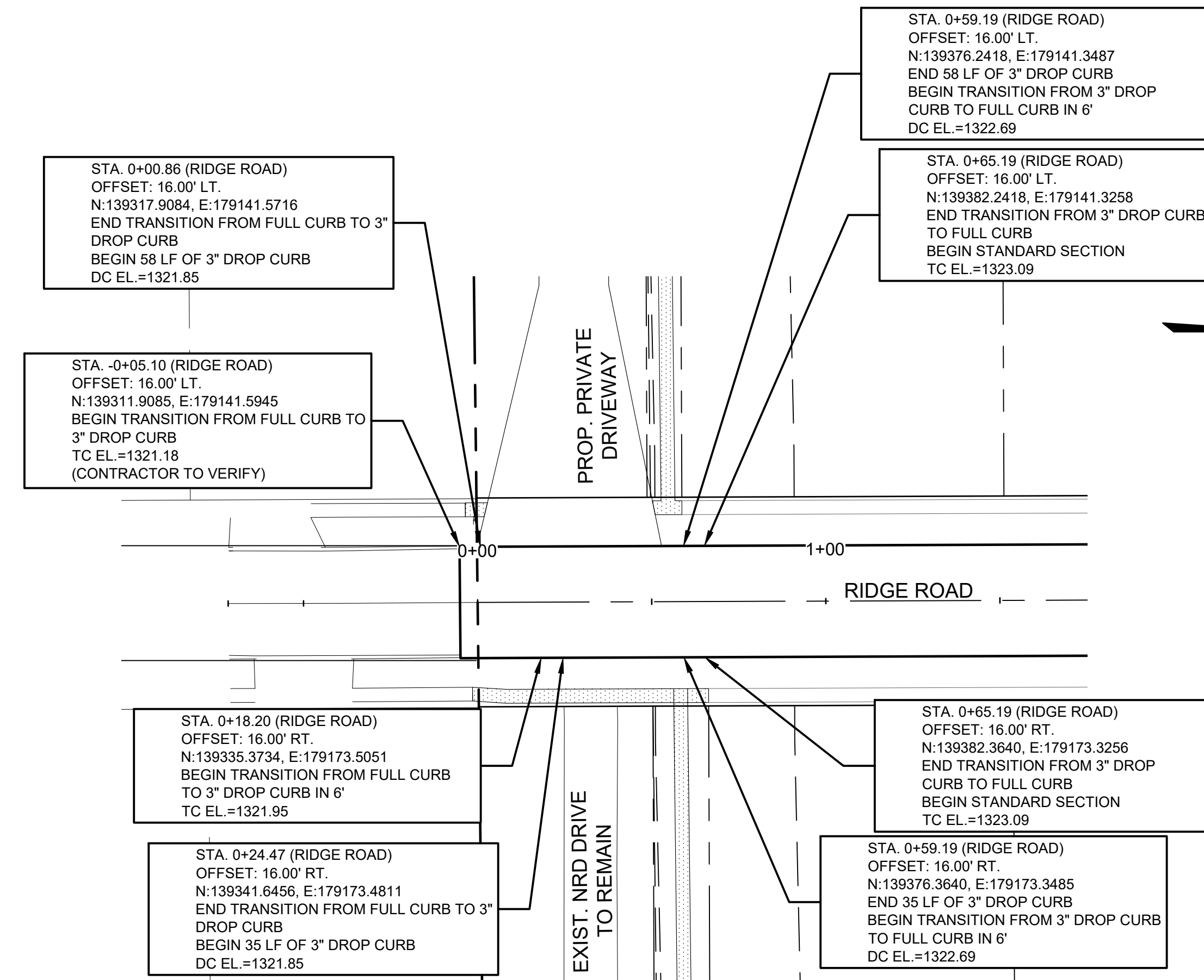
SHEET
6 OF 7



COLE DRIVEWAY & OUTLOT 'E' SIDEWALK DETAIL
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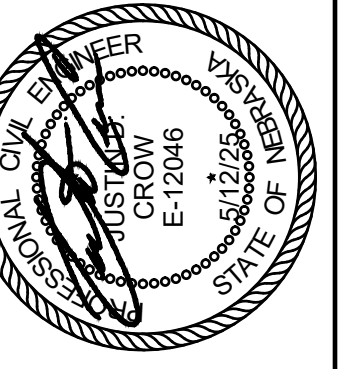


AUTUMN ROAD CURB TRANSITION DETAIL
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RIDGE ROAD CURB TRANSITION DETAIL
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NO.	DATE	DESCRIPTION

INTERSECTION & SIDEWALK DETAILS	2025
ETMUND ESTATES 2ND ADDITION	
HICKMAN, NEBRASKA	

TECHNICAL SITEWORK SPECIFICATIONS

ETMUND ESTATES 2ND ADDITION HICKMAN, NEBRASKA



CDG Project No. 2025-0012

May 2025



8535 Executive Woods Dr., Ste 200 • Lincoln, Nebraska 68512 • (402) 434-8494
• Fax 866-215-8747
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TABLE OF CONTENTS – CIVIL

Division	Section Title
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DIVISION 2 - SITE CONSTRUCTION

02220	Site Demolition
02230	Site Clearing
02300	Earthwork
02340	Soil Stabilization
02510	Water Distribution
02535	Sanitary Sewage Systems
02536	Sewer Manholes, Frames and Covers
02630	Storm Drainage
02751	Portland Cement Concrete Paving
02770	Curbs and Sidewalks
03200	Concrete Reinforcement
03300	Cast-In-Place Concrete

DIVISION 3 – CONCRETE

03200	Concrete Reinforcement
03300	Cast-in-Place Concrete

PROJECT: Etmund Estates 2nd Addition
Hickman, Nebraska – 2025-0012

PROJECT ENGINEER:
Justin Crow, P.E. – Civil Design Group, Inc.

SECTION 02220 - SITE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes
- B. Section Includes
 - 1. Demolition of structures, paving, and utilities.
 - 2. Filling voids created as a result of removals or demolition.
- C. Related Sections
 - 1. Section 02230 - Site Clearing: Clearing of trees and other plant vegetation.
 - 2. Section 02300 – Earthwork: Placement of fill material

1.2 REGULATORY REQUIREMENTS

- A. Conform to applicable Federal, State, and local codes for demolition of structures, safety of adjacent structures, dust control, and runoff control.
- B. Obtain required permits and licenses from appropriate authorities. Pay associated fees including disposal charges.
- C. Notify affected utility companies before starting work and comply with their requirements.
- D. Do not close or obstruct public or private roadways, sidewalks, or fire hydrants without appropriate permits or written authorization.
- E. Conform to applicable regulatory procedures when hazardous or contaminated materials are discovered.
- F. Test soils around buried tanks for contamination.

1.3 SUBMITTALS

- A. Project Record Documents: Accurately record actual locations of capped utilities and subsurface obstructions that will remain after demolition. Submit record as part of closeout submittals.

1.4 PROJECT CONDITIONS

- A. Structures to be demolished will be discontinued in use and vacated prior to start of work.
- B. Owner assumes no responsibility for condition of structures to be demolished.
- C. Conditions existing at the time of inspection for bidding purposes will be maintained by Owner as reasonably practical. Variations within structures may occur by Owner's removal and salvage operations prior to start of demolition work.
- D. Unless otherwise indicated in Contract Documents or specified by the Owner, items of salvageable value to Contractor shall be removed from site and structures. Storage or sale of removed items on site will not be permitted and shall not interfere with other work specified.
- E. Explosives shall not be brought to site or used without written consent of authorities having jurisdiction. Such written consent will not relieve Contractor of total responsibility for injury to persons or for damage to property due to blasting operations. Performance of required blasting shall comply with governing regulations.

02220-1

PART 2 - PRODUCTS

2.1 FILL MATERIALS

- A. Fill material shall be aggregate fill materials as specified in Section 02300.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Provide, erect, and maintain erosion control devices, temporary barriers, and security devices at locations indicated on Construction Drawings.
- B. Protect existing trees, landscaping materials, appurtenances, and structures, which are not to be demolished. Repair damage to existing items to remain caused by demolition operations.
- C. Prevent movement or settlement of adjacent structures. Provide bracing and shoring as necessary.
- D. Mark location of utilities. Protect and maintain in safe and operable condition utilities that are to remain. Prevent interruption of existing utility service to occupied or used facilities, except when authorized in writing by authorities having jurisdiction. Provide temporary services during interruptions to existing utilities as acceptable to governing authorities and Owner.
- E. Notify adjacent property owners of work that may affect their property, potential noise, utility outages, or other disruptions. Obtain written permission from adjacent property owners when demolition equipment will traverse, infringe upon, or limit access to their property. Coordinate notice with Owner.

3.2 GENERAL DEMOLITION REQUIREMENTS

- A. Conduct demolition to minimize interference with adjacent structures or pavements to remain.
- B. Cease operations immediately if adjacent structures appear to be in danger. Notify authority having jurisdiction. Do not resume operations until directed by authority.
- C. Conduct operations with minimum of interference to public or private access. Maintain ingress and egress at all times.
- D. Sprinkle work with water to minimize dust. Provide hoses and water connections for this purpose.
- E. Comply with governing regulations pertaining to environmental protection.
- F. Clean adjacent structures and improvements of dust, dirt, and debris caused by demolition operations. Return adjacent areas to condition existing prior to start of work.

3.3 DEMOLITION

- A. Demolish site improvements designated to be removed as shown on the drawings. Site improvements shall include but not be limited to structures, retaining walls, foundations, pavements, curbs and gutters, drainage structures, utilities, signage, or landscaping.
- B. Disconnect and cap or remove utilities to be abandoned as shown on the drawings.
- C. Fill or remove underground tanks, piping, and appurtenances as shown.
- D. Demolish buildings completely and remove from site using methods as required to complete work within limitations of governing regulations. Small structures may be removed intact when acceptable to Owner and authorities having jurisdiction.

- E. Locate demolition equipment and remove materials to prevent excessive loading to supporting walls, floors, or framing.
- F. Demolish concrete and masonry in small sections. Break up concrete slabs-on-grade that are 2-feet or more below proposed subgrade to permit moisture drainage. Remove slabs-on-grade and below grade construction within 2-feet of proposed subgrade.
- G. Demolition and/or abandonment of underground fuel storage tanks, wells, cisterns, etc. shall be completed in accordance with Federal, State, and / or local regulations and shall be registered as such when applicable.

3.4 FILLING BASEMENTS AND VOIDS

- A. Completely fill below grade areas and voids resulting from demolition or removal of structures, underground fuel storage tanks, wells, cisterns, etc., using aggregate fill materials consisting of stone, gravel, or sand free from debris, trash, frozen materials, roots, and other organic matter unless otherwise regulated by the federal, state, and local authorities have jurisdiction over the demolition, removal, or abandonment.
- B. Areas to be filled shall be free of standing water, frost, frozen or unsuitable material, trash, and debris prior to fill placement.
- C. Place fill materials in accordance with Section 02300 unless subsequent excavation for new work is required.
- D. Grade surface to match adjacent grades and to provide flow of surface drainage after fill placement and compaction.

3.5 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove from site debris, rubbish, and other materials resulting from demolition operations. Leave areas of work in clean condition.
- B. No burning of any material, debris, or trash on-site or off-site will be allowed except when allowed by appropriate governing authority and Owner. If allowed as stated above, burning shall be performed in a manner prescribed by governing authority. Attend burning materials until fires have burned out and have been completely extinguished.
- C. Transport materials removed from demolished structures with appropriate vehicles and dispose off-site to areas that are approved for disposal by governing authorities and appropriate property owners.

END OF SECTION

SECTION 02230 - SITE CLEARING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. Cleaning site of debris, grass, trees, and other plant life in preparation for site or building earthwork.
 - 2. Protection of existing structures, trees, or vegetation indicated on the Construction Drawings to remain.
- B. Related Sections
 - 1. Section 02220 – Site Demolition: Demolition and removal of structures, paving, utilities and other improvements.
 - 2. Section 02300 – Earthwork: Stripping and removal of topsoil.

1.2 ENVIRONMENTAL REQUIREMENTS

- A. Construct temporary erosion control systems as shown on Construction Drawings or as directed by the "Storm Water Pollution Prevention Plan" (SWPPP) to protect adjacent properties and water resources from erosion and sedimentation.
- B. In the event that sitework on this project will disturb 1 or more acres; Contractor shall not begin construction without a "National Pollution Discharge Elimination System" (NPDES) permit governing discharge of storm water from the site for the entire construction period. NPDES permit requires a SWPPP to be in place during construction.
- C. Contractor shall conduct storm water best management practices in accordance with NPDES permit and shall enforce action taken or imposed by Federal or State agencies, including cost of fines, construction delays and remedial actions resulting from Contractor's failure to comply with provisions of NPDES permit.

1.3 PROJECT CONDITIONS

- A. Conditions existing at time of inspection for bidding purposes will be maintained by Owner as reasonably practical.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

3.1 PREPARATION

- A. Identify existing plant life that is to remain and verify that clearing limits are clearly tagged, identified and marked in such manner as to ensure their protection throughout construction operations.

3.2 PROTECTION

- A. Locate, identify, and protect existing utilities that are to remain.
- B. Protect trees, plant growth, and features designated to remain as part of final landscaping.

- C. Conduct operations with minimum interference to public or private accesses and facilities. Maintain ingress and egress at all times and clean or sweep roadways daily as required by SWPPP or governing authority. Dust control shall be provided with sprinkling systems or equipment provided by Contractor.
- D. Protect benchmarks, property corners, and other survey monuments from damage or displacement. If marker needs to be removed it shall be referenced by a licensed land surveyor and replaced, as necessary, in kind.
- E. Provide traffic control as required, in accordance with the US Department of Transportation's "Manual on Uniform Traffic Control Devices" and applicable state highway department requirements.

3.3 EQUIPMENT

- A. Material shall be transported to and from the project site using well-maintained and operating vehicles. Transporting vehicles operating on site shall stay on designated haul roads and shall not endanger improvements by rutting, overloading, or pumping.

3.4 CLEARING

- A. Clear areas required for access to site and execution of work.
- B. Unless otherwise indicated on Construction Drawings, remove trees, shrubs, grass, other vegetation, improvements, or obstructions interfering with grading operations. Removal includes digging out stumps and roots. Depressions caused by clearing and grubbing operations shall be filled to subgrade elevation to avoid ponding of water. Satisfactory fill material shall be placed in accordance with Section 02300.
- C. Remove grass, trees, plant life, stumps, and other construction debris from site to dump site that is suitable for handling such material according to state laws and regulations.
- D. Cut heavy growths of grass from areas before stripping and topsoil removal and remove cuttings with remainder of cleared vegetative material.

END OF SECTION

SECTION 02300 - EARTHWORK

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Excavation, filling, and backfilling for structures, pavement, and out parcels.
2. Trenching and backfilling for utilities.
3. Dewatering.
4. Boring under crossings.

B. Related Sections

1. Section 02340 - Soil Stabilization
2. Section 02370 - Erosion Control and Sedimentation. Temporary and permanent erosion control.

1.2 REFERENCES

A. American Society for Testing and Materials (ASTM)

1. ASTM D 422 - Standard Test Method For Particle Size Analysis of Soil
2. ASTM D 698 - Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN.m/m³))
3. ASTM D 1557 - Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 Kn.m/m³))
4. ASTM D 2922 - Density of Soil and Soil-Aggregate In Place by Nuclear Methods (Shallow Depth)
5. ASTM D 4318 - Liquid Limit, Plastic Limit, and Plasticity Index of Soils

B. American Association of State Highway and Transportation Officials (AASHTO)

1. AASHTO T 88 - Particle Size Analysis of Soils

C. State Department of Transportation (DOT):

1. Standard Specifications for Construction and Materials

D. National Fire Protection Association (NFPA)

1. NFPA 70 - National Electrical Code

E. American Water Works Association (AWWA)

1. AWWA C200 - Standard For Steel Water Pipe - 6 In. (150 Mm) And Larger
2. AWWA C206 - Field Welding Of Steel Water Pipe

1.3 QUALITY ASSURANCE

A. An independent testing laboratory, selected and paid for by the Owner, will be retained to perform construction testing on site.

1. The independent testing laboratory shall prepare test reports that indicate test location, elevation data, and test results. The Public Works Director, Owner, Civil Engineering Consultant, and Contractor shall be provided with copies of reports on the Monday following the previous weeks test results. In the event that tests performed fail to meet Specifications, the independent testing laboratory shall notify Public Works Director, Owner, Civil Engineering Consultant, and Contractor immediately; as well as, document the corrective actions taken and the results from those corrective actions.
2. Costs related to retesting due to failures shall be paid for by the Contractor at no additional expense to Owner. Contractor shall provide free access to site for testing activities.
3. Quality assurance testing will be conducted in accordance with Paragraph "Field Testing" in Part 3 hereinafter, unless otherwise approved by the Public Works Director.

1.4 DEFINITIONS

- A. Satisfactory Soils: ASTM D 2487 soil classification groups GW, GP, GM, GC, SC, ML, SW, SP, SM, CL, and CH or a combination of these group symbols; free of rock or gravel larger than allowed for fill or backfill material as specified hereinafter or as shown on the drawings. Satisfactory soil shall contain no debris, waste, frozen materials, vegetation, and other deleterious matter.
- B. Unsatisfactory Materials: Materials which do not comply with the requirements for satisfactory materials are unsatisfactory including materials classified in ASTM D 2487 soil classification groups MH, CH, OL, OH, and PT, or a combination of these group symbols.
 - 1. Unsatisfactory materials also include man-made fills; trash; refuse; backfills from previous construction; and material classified as satisfactory which contains root and other organic matter or frozen material. The Contracting Officer shall be notified of any contaminated materials.
 - 2. Unsatisfactory soils also include satisfactory soils not maintained within -1 to +3 percent of optimum moisture content at time of compaction.
 - 3. CH soils are unsatisfactory otherwise indicated in the Geotechnical Report prepared for this project.

1.5 SUBMITTALS

- A. Off-Site Materials (if required)
 - 1. Submit 30-pound sample of each type of off-site fill material that is to be used at the site in airtight containers to the independent testing laboratory or submit gradation and certification of aggregate material that is to be used at the site to the independent testing laboratory for review.
 - 2. Submit certification that all material obtained from off-site sources complies with specification requirements.
 - 3. Submit name of each material supplier and specific type and source of each material. Change in source throughout project requires approval of Owner.
- B. If fabrics or geogrids are to be used, design shall be submitted for approval to Owner.
- C. Submit Dewatering Plans upon request by Owner.
- D. Shop drawings or details pertaining to excavating and filling are not required unless otherwise shown on the Drawings or if contrary procedures to Construction Documents are proposed.
- E. Shop drawings or details pertaining to site utilities are not required unless required by regulatory authorities or unless uses of materials, methods, equipment, or procedures that are contrary to The Drawings or Specifications are proposed. Do not perform work until Owner has accepted required shop drawings.
- F. Contact utility companies and determine if additional easements will be required to complete project. Provide written confirmation of the status of all easements to Owner at time of Preconstruction Conference or no later than 90 days prior to project possession date.

PART 2 PRODUCTS

- A. Fill and Backfill. Satisfactory soil materials excavated from the site.
- B. Imported Fill Material: Satisfactory borrow material provided from offsite borrow areas when sufficient satisfactory soil materials are not available from required excavations.
- C. Trench Backfill: ASTM D 2321 unless otherwise specified or shown on the drawings.
- D. Subbase: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2- inch sieve and not more than 12 percent passing a No. 200 sieve.

- E. Base: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 95 percent passing a 1-1/2-inch sieve and not more than 8 percent passing a No. 200 sieve.
- F. Bedding: Aggregate Type as indicated on the plans or naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.
- G. Drainage Fill: Washed, narrowly graded mixture of crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2- inch sieve and 0 to 5 percent passing a No. 8 sieve.
- H. Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D 448; coarse-aggregate grading Size 67; with 100 percent passing a 1-inch sieve and 0 to 5 percent passing a No. 4 sieve.
- I. Topsoil: Topsoil shall consist of stripping material excavated from the site. Topsoil shall consist of organic surficial soil found in depth of not more than 8-inches unless otherwise indicated in the geotechnical report prepared for this project..
- J. Stabilization fabrics and geogrids: As specified in Section 02340.
- K. Filter and drainage fabrics: As specified in Section 02370.
- L. Steel Casing Pipe: Comply with AWWA C200 minimum grade B, size, and wall thickness as indicated on The Drawings.
- M. Trench Utility Locator Tape: Heavy duty 6" wide underground warning tape. Tape shall be made from polyethylene material, 3.5 mils thick, with a minimum tensile strength of 1,750 psi. Place the tape at one-half the minimum depth of cover for the utility line or a maximum of 3 feet, which ever is the less, but never above the top of subgrade. Color of tape shall be determined by as follows:
 - 1. Natural Gas or Propane - Yellow
 - 2. Electric - Red
 - 3. Telephone – Orange
 - 4. Water – Blue
 - 5. Sanitary Sewer – Green

2.2 EQUIPMENT

- A. Transport off-site materials to project using well-maintained and operating vehicles. Once on site, transporting vehicles shall stay on designated haul roads and shall at no time endanger improvements by rutting, overloading, or pumping.

2.3 SOURCE QUALITY CONTROL

- A. Laboratory testing of materials proposed for use in the project shall be by the Independent Testing Laboratory at no cost to Contractor. The Contractor shall provide samples of material obtained off-site.
- B. In areas to receive pavement, California Bearing Ratio (CBR) tests shall be performed for each type of material that is imported from off-site. CBR value shall be equal to or above pavement design subgrade CBR value indicated by the Geotechnical Engineer.
- C. Following tests shall be performed on each type of on-site or imported soil material used as compacted fill:
 - 1. Moisture and Density Relationship: ASTM D 698 or ASTM D 1557.
 - 2. Mechanical Analysis: AASHTO T 88 or ASTM D422.
 - 3. Plasticity Index: ASTM D 4318

PART 3 - EXECUTION

3.1 PREPARATION

- A. Identify required lines, levels, contours, datum, elevations, and grades necessary for construction as shown on the drawings.
- B. Notify utility companies to remove or relocate public utilities that are in conflict with proposed improvements.
- C. Protect plant life (including trees and shrubs), lawns, fences, existing structures, sidewalks, paving, and curbs, unless otherwise noted on the drawings from excavating equipment and vehicular traffic.
- D. Protect benchmarks, property corners, and other survey monuments from damage or displacement. If marker needs to be removed it shall be referenced by licensed land surveyor and replaced, as necessary, by same. Cost to re-establish damaged benchmarks, property corners, and other survey monuments by a licensed land surveyor is the responsibility of the contractor.
- E. Remove from site, material encountered in grading operations that, in opinion of Owner or the Owner's Independent Testing Laboratory (ITL) is unsuitable or undesirable for backfilling, subgrade, or foundation purposes. Dispose of in manner satisfactory to Owner. Backfill areas with layers of suitable material and compact as specified herein.
- F. Prior to placing fill in low areas, such as previously existing creeks, ponds, or lakes, perform following procedures:
 - 1. Drain water out by gravity with ditch having flow line lower than lowest elevation in low area. If drainage cannot be performed by gravity ditch, use adequate pump to obtain the same results.
 - 2. After drainage of low area is complete, remove muck, mud, debris, and other unsuitable material as required by the geotechnical engineer by using acceptable equipment and methods that will keep natural soils underlying low area dry and undisturbed.
 - 3. All muck, mud, and other materials removed from low areas shall be dried on-site by spreading in thin layers for observation by the Independent Testing Laboratory. Material shall be inspected and, if found to be suitable for use as fill material, shall be incorporated into lowest elevation of site filling operation, but not under possible building subgrade locations or within 10'-0" of perimeter of possible building subgrades or paving subgrade. If, after observation by the Independent Testing Laboratory, material is found to be unsuitable, unsuitable material shall be removed from site.
- G. Locate and identify utilities that have previously been installed and protect from damage.
- H. Locate and identify existing utilities that are to remain and protect from damage.
- I. Maintain in operating condition existing utilities, previously installed utilities, and drainage systems encountered in utility installation. Repair surface or subsurface improvements shown on The Drawings.
- J. Verify location, size, elevation, and other pertinent data required making connections to existing utilities and drainage systems as indicated on The Drawings.
- K. Over excavate and properly prepare areas of subgrade that are not capable of supporting proposed systems. Stabilize these areas, if required by the ITL, by using acceptable geotextile fabrics or aggregate material placed and compacted as specified in Section 02340.

3.2 DEWATERING (IF ENCOUNTERED)

- A. General:
 - 1. Provide dewatering systems as required for excavations.
 - 2. Design and provide dewatering system using accepted and professional methods consistent with current industry practice to eliminate water entering the excavation under hydrostatic head from the bottom or sides. Design system to prevent differential hydrostatic head, which would result in floating out soil particles in a manner, termed as a "quick" or "boiling" condition. System shall not be dependent solely

- upon sumps or pumping water from within the excavation where differential head would result in a quick condition, which would continue to worsen the integrity of the excavation's stability.
3. Provide dewatering system of sufficient size and capacity to prevent ground and surface water flow into the excavation and to allow Work to be installed in a dry condition.
 4. Control, by acceptable means, all water regardless of source. Contractor shall be responsible for disposal of the water.
 5. Confine discharge piping or ditches to available easement or to additional easement obtained by Contractor. Provide necessary permits or easement.
 6. Control groundwater in a manner that preserves strength of foundation soils, does not cause instability or raveling of excavation slopes, and does not result in damage to existing structures. Where necessary, lower water level in advance of excavation utilizing wells, wellpoints, jet educators, or similar positive methods. The water level as measured by piezometers shall be maintained a minimum of 3 feet below prevailing excavation level.
 7. Commence dewatering prior to any appearance of water in excavation and continue until Work is complete to the extent that no damage results from hydrostatic pressure, flotation, or other causes.
 8. Open pumping with sumps and ditches will be allowed provided it does not result in boils, loss of fines, softening of the ground, or instability of slopes.
 9. Install wells or wellpoints, if required, with suitable screens and filters so that continuous pumping of fines does not occur. Arrange discharge to facilitate collection of samples by the Owner. During normal pumping and upon development of wells, levels of fine sand or silt in the discharge water shall not exceed 5 ppm. Install sand tester on discharge of each pump during testing to verify that levels are not exceeded.
 10. Control grading around excavations to prevent surface water from flowing into excavation areas.
 11. No additional payment will be made for any supplemental measures to control seepage, groundwater, or artesian head.

B. Design:

1. Designate and obtain the services of a qualified dewatering specialist to provide dewatering plan as may be necessary to complete the Work.
2. Contractor shall be responsible for the accuracy of the drawings, design data, and operational records required.
3. Contractor shall be responsible for the design, installation, operation, maintenance, and any failure of any component of the system.

C. Damages:

1. Contractor shall be responsible for and shall repair any damage to work in place, other contractor's equipment, utilities, residences, highways, roads, railroads, private and municipal well systems, adjacent structures, natural resources, habitat, existing wells, and the excavation. Contractor responsibility shall also include, damage to the bottom due to heave and including but not limited to, removal and pumping out of the excavated area that may result from Contractor's negligence, inadequate or improper design and operation of the dewatering system, and any mechanical or electrical failure of the dewatering system.
2. Remove subgrade materials rendered unsuitable by excessive wetting and replace with approved backfill material at no additional cost to the Owner.

D. Maintaining Excavation in Dewatering Condition:

1. Dewatering shall be a continuous operation. Interruptions due to power outages, or any other reason will not be permitted.
2. Continuously maintain excavation in a dry condition with positive dewatering methods during preparation of subgrade, installation of pipe, and construction of structures until the critical period of construction or backfill is completed to prevent damage of subgrade support, piping, structure, side slopes, or adjacent facilities from flotation or other hydrostatic pressure imbalance.
3. Provide standby equipment on site, installed, wired, and available for immediate operation if required to maintain dewatering on a continuous basis in the event any part of the system becomes inadequate or fails. If dewatering requirements are not satisfied due to inadequacy or failure of dewatering system, perform such work as may be required to restore damaged structures and foundation soils at no additional cost to Owner.

- 4. System maintenance shall include but not be limited to 24-hour supervision by personnel skilled in the operation, maintenance, and replacement of system components, and any other work required to maintain excavation in dewatered condition.
- E. System Removal: Upon completion of the work, remove dewatering equipment from the site, including related temporary electrical service.
- F. Wells shall be removed or cut off a minimum of 3 feet below final ground surface, capped, and / or abandoned in accordance with regulations by agencies having jurisdiction.

3.3 TOPSOIL EXCAVATION

- A. Cut heavy growths of grass from areas before stripping and remove cuttings with remainder of cleared vegetative material.
- B. Strip topsoil to a depth of not less than 6 inches from areas that are to be filled, excavated, landscaped, or re-graded to such depth that it prevents intermingling with underlying subsoil or questionable material.
 - 1. Heavy vegetation areas, such as tree root systems should be stripped to a depth of not less than 12 inches below the existing ground surface or a depth of not less than 2 feet below possible building pads and areas to receive pavement.
- C. Stockpile topsoil in storage piles in areas shown on The Drawings or where directed by Owner. Construct storage piles to freely drain surface water. Cover storage piles as required to prevent windblown dust. Dispose of unsuitable topsoil as specified for waste material, unless otherwise specified by Owner. Remove excess topsoil from site unless specifically noted otherwise on The Drawings.

3.4 GENERAL EXCAVATION

- A. Classification of Excavation: The Contractor shall assure himself by site investigation or other necessary means that he is familiar with the type, quantity, quality, and character of excavation work to be performed. Excavation shall be considered unclassified excavation, except as indicated in the Contract Documents.
- B. When performing grading operations during periods of wet weather, provide adequate dewatering, drainage and ground water management to control moisture of soils.
- C. Shore, brace, and drain excavations as necessary to maintain excavation as safe, secure, and free of water at all times.
- D. Excavate to line and grade as shown on the Drawings being careful not to over excavate beyond elevations needed for subgrades.
- E. Place suitable excavated material into project fill areas.
- F. Unsuitable excavated material shall be disposed of in manner and location that is acceptable to Owner and local governing agencies.
 - 1. The Contractor shall at a minimum remove and dispose of unsuitable material as identified on the drawings at no addition cost to the Owner.
 - 2. Remove from the project area, at no additional cost to the Owner, miscellaneous rubble and debris.
 - 3. Grub out stumps and tree removal.
 - 4. Do not burn or bury any non-vegetative or vegetative debris on the project site.
 - 5. Excavation pits to remove unsuitable material should be sloped in accordance with applicable rules and regulations established for construction by the Department of Labor, Occupational Safety and Health Administration (OSHA), and by local ordinances.
 - a. Backfill placed on sloped areas shall be benched horizontally a minimum of six feet into the side of the excavation slope, so the lifts of backfill are placed and compacted in as nearly a horizontal plane as

possible. Each bench shall have a vertical height of two to four feet with lifts placed and compacted as required.

- G. Perform excavation using capable, well-maintained equipment and methods acceptable to Owner and local governing agencies.

3.5 TRENCHING EXCAVATION FOR UTILITIES

- A. Contact local utility companies before excavation begins. Dig trench at proper width and depth for laying pipe, conduit, or cable. Cut trench banks vertical, if possible, and remove stones from bottom of trench as necessary to avoid point-bearing. Over excavate wet or unstable soil, if encountered, from trench bottom as necessary to provide suitable base for continuous and uniform bedding. Replace overexcavation with suitable material and dispose of unsuitable material.
- B. Trench excavation sidewalls shall be sloped, shored, sheeted, braced, or otherwise supported by means of sufficient strength to protect workmen in accordance with applicable rules and regulations established for construction by the Department of Labor, Occupational Safety and Health Administration (OSHA), and by local ordinances. Lateral travel distance to exit ladder or steps shall not be greater than 25 feet in trenches 4 feet or deeper.
- C. Perform trench excavation as indicated on the Drawings for specified depths. During excavation, stockpile materials suitable for backfilling in orderly manner far enough from bank of trench to avoid overloading, slides, or cave-ins.
- D. Remove excavated materials not required or not suitable for backfill or embankments and waste off-site or at on-site locations approved by the Owner and in accordance with governing regulations. Dispose of structures discovered during excavation as specified in Section 02220.
- E. Prevent surface water from flowing into trenches or other excavations by temporary grading or other methods, as required. Remove accumulated water in trenches and other excavations as specified.
- F. Open cut excavation with trenching machine or backhoe. Where machines other than ladder or wheel-type trenching machines are used, do not use clods for backfill.
- G. Accurately grade trench bottom to provide uniform bearing and support for each section of pipe on bedding material at every point along entire length except where necessary to excavate for bell holes, proper sealing of pipe joints, or other required connections. Dig bell holes and depressions for joints after trench bottom has been graded. Dig no deeper, longer, or wider than needed to make joint connection properly.
- H. Trench width below top of pipe shall not be less than 16 inches nor more than 24 inches wider than outside surface of pipe or conduit that is to be installed to designated elevations and grades. Other trench width for pipe, conduit, or cable shall be least practical width that will allow for proper compaction of trench backfill.
- I. Trench depth requirements measured from finished grade or paved surface shall meet the following requirements, or applicable codes and ordinances, whichever is more stringent:
 - 1. Water Mains: Elevations and grades as indicated on the drawings and as specified in Section 02510.
 - 2. Sanitary Sewer: Elevations and grades as indicated on the drawings and as specified in Section 02535.
 - 3. Storm Sewer: Elevations and grades as indicated on the Drawings and as specified in Section 02630.
 - 4. Electrical Conduits: 24 inches minimum to top of conduit or as required by NEC 300-5, NEC 710-36 codes, or local utility company requirements, whichever is deeper.
 - 5. TV Conduits: 18 inches minimum to top of conduit or as required by local utility company, whichever is deeper.
 - 6. Telephone Conduits: 18 inches minimum to top of conduit, or as required by local utility company, whichever is deeper.
 - 7. Gas Mains and Service: 30 inches minimum to top of pipe, or as required by local utility company, whichever is deeper.

3.6 SUBGRADE PREPARATION

- A. Scarification and Compaction: Areas exposed by excavation or stripping and on which subgrade preparations are to be performed shall be scarified to minimum depth of 12 inches and compacted as specified hereinafter.
- B. Proofrolling: Subgrades shall be proofrolled to detect areas of insufficient compaction. Proofrolling shall be accomplished by making minimum of 2 complete passes with fully-loaded tandem-axle dump truck with a maximum weight of 20 tons, or approved equal, in each of 2 perpendicular directions while under the supervision and direction of the independent testing laboratory. Document and explain proofrolling inspection procedures and results in the laboratory inspection report. Areas of failure shall be excavated and recompactd as specified herein. Continual failure areas shall be stabilized in accordance with Section 02340 at no additional cost to Owner. Subgrade exposed longer than 48 hours or on which precipitation has occurred shall be re-proofrolled.

3.7 FILLING

- A. Fill areas to contours and elevations shown on the Drawings with unfrozen materials.
- B. Place fills in continuous lifts specified herein.
- C. Fill within proposed building subgrade and paving subgrade shall not contain rock or stone greater than 2 inches in any dimension.
- D. Unless otherwise specified for rock fill, rock or stone less than 6-inches in largest dimension may be used in fill below structures, paving, and graded areas, up to 24 inches below surface of proposed subgrade or finish grade of graded areas when mixed with suitable material. Rock or stone less than 2 inches in largest dimension may be used in fill within the upper 24 inches of proposed subgrade or finish grade of graded areas when mixed with suitable material.
- E. Fill materials used in preparation of subgrade shall be placed in lifts or layers not to exceed 8 inches loose measure and compacted as specified hereinafter.
- F. Material imported from off-site shall have CBR value equal to or above pavement design subgrade CBR value as determined by the Geotechnical Engineer.

3.8 PIPE BEDDING

- A. Excavate trenches for pipe or conduit to 4 inches below bottom of pipe and to the width as specified herein. Place 4 inches of bedding material, compact in bottom of trench, and shape to conform to lower portion of pipe barrel.
- B. Place geotextile fabric if unsuitable soils are encounter in accordance with Section 02340.

3.9 TRENCH BACKFILLING

- A. Materials used for trench backfill shall comply with requirements as specified herein.
- B. Backfill and compact to a minimum of 95 percent of the maximum dry density in accordance with ASTM D698 (latest edition). Fill placed within the upper 18" of the subgrade for areas to be paved shall be compacted to 100 percent of the Maximum dry density in accordance with ASTM D698 (latest edition) unless more stringent compaction requirements are recommended in the geotechnical report prepared for this project.
- C. Maintain moisture content of not less than 1 percent below and not more than 3 percent above optimum moisture content of fill material.
- D. Do not backfill trenches until required tests are performed and utility systems comply with and are accepted by applicable governing authorities.
- E. Backfill trenches to contours and elevations shown on the Drawings.

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- F. Do not backfill over porous, wet, frozen, or spongy subgrade surfaces.

3.10 BORINGS AND CASINGS UNDER ROADS, HIGHWAYS, AND RAILROAD CROSSINGS

- A. When indicated by the Drawings, street, road, highway, or railroad crossings for utility mains installed by jacking and boring method shall be in accordance with area specifications and governing authorities.
- B. Excavation of approach pits and trenches within right-of-way of street, road, highway, or railroad shall be of sufficient distance from paving or railroad tracks to permit traffic to pass without interference. Tamp backfill for approach pits and trenches within right-of-way in layers not greater than 6-inches thick for entire length and depth of trench or pit. Compact backfill to 98 percent of maximum density in accordance with ASTM D698, (or 95 percent of maximum density, in accordance with ASTM D1557) obtained at optimum moisture as determined by AASHTO T 180. Mechanical tampers may be used after cover of 6 inches has been obtained over top of barrel of pipe.
- C. Accomplish boring operation using commercial type boring rig. Bore hole to proper alignment and grade. Bore hole shall be within 2 inches of same diameter as largest outside joint diameter of pipe installed. Install pipe in hole immediately after bore has been made and in no instance shall hole be left unattended while open.
- D. In event subsurface operations result in failure or damage to pavement or railroad tracks within 1 year of construction, make necessary repairs to pavement or railroad tracks. If paving cracks on either side of pipe line or is otherwise disturbed or broken due to construction operations, repair or replace disturbed or broken area.
- E. Clean, prime, and line interior and exterior of casing pipe with two coats of asphalt coating in accordance with area specifications and governing authorities.
- F. Butt weld steel casing. Welds shall be full penetration single butt-welds in accordance with AWWA C206.
- G. Install casing and utility pipe with end seals, vent pipe, and other special equipment in accordance with area specifications and governing authorities.

3.11 COMPACTION

- A. Fill material shall be compacted to a minimum of 95 percent of the Maximum dry density in accordance with ASTM D698 (latest edition). Fill placed within the upper 18" of the subgrade for areas to be paved shall be compacted to 100 percent of the Maximum dry density in accordance with ASTM D698 (latest edition) unless more stringent compaction requirements are recommended in the geotechnical report prepared for this project.
- B. Maintain moisture content of not less than 1 percent below and not more than 3 percent above optimum moisture content of fill material.
- C. Exercise proper caution when compacting immediately over top of pipes or conduits. Water jetting or flooding is not permitted as method of compaction.
- D. Corrective Measures for Non-Complying Compaction: Remove and recompact deficient areas until proper compaction is obtained. Continual failure areas shall be stabilized in accordance with Section 02340 at no additional cost to Owner.

3.12 MAINTENANCE OF SUBGRADE

- A. Verify finished subgrades to ensure proper elevation and conditions for construction above subgrade.
- B. Protect subgrade from excessive wheel loading during construction, including concrete trucks, dump trucks, and other construction equipment.
- C. Remove areas of finished subgrade found to have insufficient compaction density to depth necessary and replace in manner that will comply with compaction requirements by use of material with CBR or LBR equal to or better than

that specified by the Geotechnical Engineer. Surface of subgrade after compaction shall be firm, uniform, smooth, stable, and true to grade and cross-section.

- D. Construct temporary ditches and perform such grading as necessary to maintain positive drainage away from subgrade at all times.

3.13 BORROW AND SPOIL SITES

- A. Comply with NPDES and local erosion control permitting requirements for any and all on-site and off-site, disturbed spoil and borrow areas. Upon completion of spoil or borrow operations, clean up spoil or borrow areas in a neat and reasonable manner to the satisfaction of Owner or off-site property owner, if applicable.

3.14 FINISH GRADING

- A. Check grading of street and R.O.W. subgrades at not more than 50-foot intervals on straight slopes and 25-foot intervals in vertical curves. Allowable tolerance shall be plus or minus 0.25 feet from planned subgrade. Provide the Owner, Public Works Director, and Civil Engineering Consultant verification (by a Registered Land Surveyor) that proposed lines, grades, and elevations are within tolerances set forth above.
- B. The contours shown on the plans are top of pavement elevations in paved areas and finished ground (including 8" of re-distributed top soil) in all other areas. Areas to be paved shall be graded to subgrade (7" below top of pavement elevation) and no top soil shall be re-distributed in paved areas.
- C. Grade areas where finish grade elevations or contours are indicated on the Drawings, other than paved areas and buildings, including excavated areas, filled and transition areas, and landscaped areas. Graded areas shall be uniform and smooth, free from rock, debris, or irregular surface changes. Ground surfaces shall vary uniformly between indicated elevations. Grade finished ditches to allow for proper drainage without ponding and in manner that will minimize erosion potential.
- D. Correct settled and eroded areas within 1 year after date of completion at no additional expense to Owner. Bring grades to proper elevation.

3.15 FIELD TESTING

- A. Unless otherwise agreed upon by the Owner, Independent Testing Laboratory, and Public Works Director (collectively), field density tests for in-place materials will be performed by the Owner's Independent Testing Laboratory (ITL) as follows:
 - 1. Areas of Construction excluding Utility Trench Backfill: In cut areas, not less than 1 compaction test for every 10,000 sq. ft. In fill areas, same rate of testing for each 8-inch lift, measured loose.
 - 2. Utility Trench Backfill: Intervals not exceeding 200-feet of trench for first and every other 8-inch lift of compacted trench backfill.
 - 3. Test Method: In-place nuclear density, ASTM D 2922 (Method B-Direct Transmission).
- B. Corrective Measures For Non-Complying Compaction: Remove and recompact deficient areas until proper compaction is obtained at no additional expense to Owner. Adjust moisture content as necessary to conform to the requirements of this section.
- C. Field testing, frequency, and methods may vary as determined by and between the Owner, the City, and the ITL.

END OF SECTION

SECTION 02340 - SOIL STABILIZATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. Excavation, treatment, and backfilling of subgrade for lime, cement, fly ash, or bridge lift stabilization.
 - 2. Geotextile Fabric and/or Geogrid for stabilization of subgrade.
- B. Related Sections
 - 1. Section 02300 - Earthwork

1.2 REFERENCE STANDARDS

- A. American Society for Testing Materials (ASTM)
 - 1. ASTM C150 - Portland Cement
 - 2. ASTM C 618 - Fly Ash and Raw or Calcined Natural Pozzolan for use as a Mineral Admixture in Portland Cement Concrete
 - 3. ASTM C 977 - Quicklime and Hydrated Lime for Soil Stabilization
 - 4. ASTM D 1633 - Compressive Strength of Molded Soil-Cement Cylinders
- B. American Association of State Highway and Transportation Officials (AASHTO)
 - 1. AASHTO M 216 - Lime for Soil Stabilization
- C. National Lime Association (NLA)
 - 1. NLA Bulletin 326 - Lime Stabilization Construction Manual

1.3 ENVIRONMENTAL REQUIREMENTS

- A. Do not install mixed materials in wind in excess of 10 mph or when temperature is below 40 degrees Fahrenheit.

1.4 SUBMITTALS

- A. Submit 30-pound sample of each material to be used at the site in airtight containers to the Independent Testing Laboratory or submit gradation and certification of material that is to be used to the Independent Testing Laboratory for review.
- B. Submit name of each materials supplier and specific type and source of each material. Obtain approval of Owner prior to change in source.
- C. Submit mix design and materials mix ratio to Independent Testing Laboratory that will achieve specified requirements as indicated in the documents (or as specified by state and local agencies for soil stabilization if not stated in documents).
- D. If geogrids or geotextiles are to be used, design shall be submitted to Owner for approval.

1.5 QUALITY ASSURANCE

- A. Perform work in accordance with state and local standards in conjunction with requirements specified herein.

PART 2 - PRODUCTS

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2.1 MATERIALS

A. Soil Treatment Materials:

1. Quicklime or Hydrated Lime
2. Portland Cement: ASTM C150, Type I
3. Fly Ash: ASTM C977 or AASHTO M216

B. Aggregate

1. Coarse Aggregate: Crushed carbonate, crushed gravel, crushed air-cooled slag, granulated slag, a mixture of crushed and granulated slag, or other types of suitable material meeting the following gradation requirements:

Sieve Size	Percent Passing
2 inches	100
1 inch	70-100
3/4 inch	50-90
No. 4	0-20
No. 30	0-10
No. 200	0-5

2. Fine Aggregate: Sand – Natural river or bank sand; washed; free of silt, clay, loam, friable or soluble materials, and organic matter meeting the following gradation requirements:

Sieve Size	Percent Passing
No. 4	90-100
No. 50	7-40
No. 200	0-5

C. Subsoil: Existing to be Reused.

D. Bridge Lift Material: Surge stone, granular fill, or shot rock fill.

2.2 ACCESSORIES

A. Curing Seal: Asphalt Emulsion Primer

B. Geotextile Fabric for Stabilization: Provide one of the following:

1. Mirafi 500X or 600X
2. Phillips 66 Supac 6WS
3. Dupont Typar 3401 and 3601
4. Trevira S1114 and S1120
5. Tensar SS-1 and SS-2
6. Exxon GTF-200 or 350
7. TerraTex HD and GS

C. Geogrid for Stabilization: Provide one of the following

1. Tensor BX 1100
2. Tensor BX 1200

2.3 EQUIPMENT

A. Perform operations using suitable, well maintained equipment capable of excavating subsoil, mixing and placing materials, wetting, consolidating, and compacting of material.

PART 3 - EXECUTION

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3.1 PREPARATION

- A. Obtain approval from the Independent Testing Laboratory of mix design before proceeding with placement.
- B. Start stabilization only when weather and soil conditions are favorable for successful application of proposed material.
- C. Proof roll subgrade to identify areas in need of stabilization.

3.2 EXCAVATION

- A. Excavate subsoil to depth sufficient to accommodate soil stabilization.
- B. Remove lumped subsoil, boulders, and rock that interfere with achieving uniform subsoil conditions.
- C. Do not excavate within normal 45 degree bearing splay of any foundation.
- D. Notify Owner, Civil Engineering Consultant, and ITL of unexpected subsurface conditions. Discontinue affected work in area until notified to resume work.
- E. Correct areas over-excavated in accordance with Section 02300.
- F. Remove excess excavated material from site or as directed by the owner.

3.3 GEOTEXTILE FABRIC AND/OR GEOGRID

- A. Place geotextile fabric and/or geogrid over subsoil surface, lap edges and ends in accordance with manufacturer's recommendations in those areas that are shown on Construction Drawings or in those areas that need additional stabilization prior to placement of base course. Bridge lift sections may require the use of geotextile fabric and/or geogrid for stabilization prior to placement of fill.
- B. Place geotextile fabric and/or geogrid in accordance with manufacturer's recommendations.

3.4 SOIL TREATMENT AND BACKFILLING

- A. Lime Stabilized Subgrade: Where indicated on Construction Drawings or as required after continual failure, treat prepared subgrade with Quicklime or hydrated lime in accordance with state highway department specifications.
- B. Cement Stabilized Subgrade: Where indicated on Construction Drawings or as required after continual failure, treat prepared subgrade with Portland cement in accordance with state highway department specifications.
- C. Fly Ash Stabilized Subgrade: Where indicated on Construction Drawings or as required after continual failure, treat prepared subgrade with fly ash in accordance with state highway department specifications.
- D. Bridge Lifts: Where indicated on Construction Drawings or as required after continual failure, treat prepared subgrade by application of a bridge lift. Bridging over existing soils shall be acceptable only when approved in writing by the Owner. Place geotextile fabric or geogrid over existing soils to be bridged. The geotextile fabric or geogrid selected shall be appropriate for the bridge lift material being placed. Place bridge lift over geotextile fabric or geogrid. Surge stone and shot rock will be approved by the Owner's representative on a submittal basis. The Owner and the Owner's representative shall have sole discretion as to the acceptability of all submittals.
- E. Backfill and compaction of treated subsoil shall be in accordance with Sections 02300.
- F. Maintain optimum moisture of mixed materials to attain required stabilization and compaction.
- G. Finish subgrade surface in accordance with Section 02300.

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H. Remove surplus mix materials from site.

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3.5 CURING

- A. Immediately following compaction of mix, seal top surface with curing seal.
- B. Do not permit traffic for 72 hours after sealing top surface.

3.6 FIELD QUALITY CONTROL

- A. Unconfined compression tests on lime, fly ash, or cement treated mixture shall be conducted in accordance with ASTM D 1633. Three tests shall be conducted for each mix design tested. Samples shall be cured at a constant moisture content and temperature for 28 days. Scratch portion of the test shall be omitted.
- B. Field Density: Field in-place density shall be determined as specified in Section 02300. At least one field density test shall be performed for each 250 square yards (or fraction thereof) of each layer of base material.
- C. If tests indicate work does not meet specified requirements, remove work, replace and retest.

END OF SECTION

SECTION 02510 - WATER DISTRIBUTION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes

1. Site water piping and fittings including domestic potable waterline and fire protection system supply waterline, valves, and fire hydrants.

B. Related Sections

1. Section 02300 – Earthwork: Trenching, backfill, and compaction for utilities

1.2 REFERENCES

A. American Society of Mechanical Engineers (ASME)

1. ASME B 16.22 - Wrought Copper and Copper Alloy Solder Joint Pressure Fittings

B. American Society for Testing and Materials (ASTM)

1. ASTM B88 - Seamless Copper Water Tube
2. ASTM D1784 - Rigid Poly (Vinyl Chloride) (PVC) Compounds and Chlorinated Poly (Vinyl Chloride) (CPVC) Compounds
3. ASTM D2241 - Poly (Vinyl Chloride) (PVC) Pressure-Rated Pipe (SDR-Series)
4. ASTM D2564 - Poly (Vinyl Chloride) (PVC) Solvent Cement
5. ASTM D2672 - Poly (Vinyl Chloride) (PVC) Integrally Molded Bell Ends For Solvent - Cemented Pipe Joints.
6. ASTM D3139 - Joints for Plastic Pressure Pipes using Flexible Elastomeric Seals
7. ASTM F477 - Elastomeric Gaskets And Lubricant
8. ASTM F656 - Poly (Vinyl Chloride) (PVC) Cement Primer

C. American Water Works Association (AWWA)

1. AWWA C104 – Cement-Mortar Lining For Ductile-Iron Pipe And Fittings For Water
2. AWWA C105 – Polyethylene Encasement for Ductile Iron Piping for Water and other Liquids
3. AWWA C116 – Protective Fusion-Bonded Epoxy Coatings For The Interior And Exterior Surfaces Of Ductile-Iron And Gray-Iron Fittings For Water Supply Service
4. AWWA C151 - Ductile-Iron Pipe, Centrifugally Cast, for Water or Other Liquids
5. AWWA C153 - Ductile-Iron Compact Fittings For Water Service
6. AWWA C500 - Gate Valves for Water and Sewage Systems
7. AWWA C550 - Protective Interior Coatings For Valves And Hydrants
8. AWWA C504 - Rubber-Seated Butterfly Valves
9. AWWA C600 - Installation of Ductile-Iron Water Mains and Appurtenances
10. AWWA C651 - Disinfecting Water Mains
11. AWWA C900 - Polyvinyl Chloride (PVC) Pressure Pipe, 4 Inches Through 12 Inches, for Water Distribution

D. National Fire Protection Associations (NFPA)

1. NFPA 24 - Installation of Private Fire Service Mains and Their Appurtenances

1.3 QUALITY ASSURANCE

- ##### A. Products, where marked for compliance with code or test standards, shall also mark specific standard as required in the Contract Documents.

- B. Perform installation in accordance with utility company or municipality requirements.
- C. Valves: Mark manufacturer's name and pressure rating on valve body.
- D. Perform disinfection of potable lines in accordance with AWWA C651.

1.4 SUBMITTALS

- A. Product Data: Provide Project Engineer with data on pipe materials, pipe fittings, hydrants, valves, and accessories.
- B. Manufacturer's Certificate: Certify that products meet or exceed state or local requirements.
- C. Furnish 1 copy of results of meter test and hydrostatic pressure test to Owner and utility company upon completion of water distribution backfilling operations.
- D. Project Record Documents:
 - 1. Disinfection report: Record the following:
 - a. Type and form of disinfectant used.
 - b. Date and time disinfectant injection start and time of completion.
 - c. Test locations.
 - d. Initial and 24 hour disinfectant residuals (quantity in treated water) in ppm for each outlet tested.
 - e. Date and time of flushing start and completion.
 - f. Disinfectant residual after flushing in ppm for each outlet tested.
 - 2. Bacteriological report: Record the following:
 - a. Date issued, project name, testing laboratory name, address, and telephone number.
 - b. Time and date of water sample collection.
 - c. Name of person collecting samples.
 - d. Test locations
 - e. Initial and 24 hour disinfectant residuals in ppm for each outlet tested.
 - f. Coliform bacteria test results for each outlet tested.
 - g. Certification that water conforms, or fails to conform, to bacterial standards.
 - h. Bacteriologist's signature and authority.
 - 3. Accurately record actual locations of piping mains, valves, connections, and top of pipe elevations.
 - 4. Identify and describe unexpected variations to subsoil conditions and location of uncharted utilities.

PART 2 - PRODUCTS

2.1 PIPE

- A. Pipe sizes less than 3-inches that are installed below grade and outside building shall comply with one or combination of following:
 - 1. Seamless Copper Tubing: Type "K" soft copper, ASTM B88.
 - a. Fittings: Wrought copper (95-5 Tin Antimony solder joint), ASME B 16.22.
 - 2. Polyvinyl Chloride (PVC) Water Pipe: Pipe, ASTM D 2241, with SDR 21 rating, continually marked with manufacturer's name, pipe size, cell classification, SDR rating, and ASTM D1784 material classification.
 - a. Pipe joints: Integrally molded bell ends, ASTM D2672.
 - b. Cement primer: ASTM F656.
 - c. Solvent cement: ASTM D2564.
- B. Pipe Sizes 4 to 16 inches that are installed below grade and outside building shall comply with one or combination of following:
 - 1. Ductile Iron Water Pipe: AWWA C151, Thickness class 52, Pressure class 350 (4-12") Pressure Class 250 (14-16").

- a. Fittings: Either mechanical joint or push-on joint, AWWA C153, and shall be coated with a 6-8 mil nominal thickness fusion bonded epoxy conforming to the requirements of AWWA C550 and C116, or cement mortar lined in accordance with AWWA C104.
 - b. Elastomeric gaskets and lubricant: ASTM F477.
2. Polyvinyl Chloride (PVC) Water Pipe: Pipe, AWWA C900, rated DR 18 (Class 200), continually marked as required.
- a. Elastomeric gaskets and lubricant: ASTM F477 for smaller pipes.
 - b. Pipe joints: Integrally molded bell ends, ASTM D3139.

2.2 VALVES

- A. Gate Valves, 3-Inches and Larger:
 - 1. Manufacturer and Model: Mueller Resilient Seated Gate Valves or approved equal.
 - 2. AWWA C509, Iron body, non-rising stem with square nut, single wedge, resilient seat, flanged or mechanical joint ends, control rod, post indicator where indicated on Construction Drawings, extension box and valve key.
- B. Ball Valves, 2-Inches and Smaller:
 - 1. Manufacturer and Model: Mueller Oriseal or approved equal.
 - 2. Brass body, teflon coated brass ball, rubber seats and stem seals, Tee stem pre-drilled for control rod, AWWA compression inlet end, compression outlet with electrical ground connector, with control rod, extension box and valve key.
- C. Butterfly Valves, From 2-Inch to 24-Inch: AWWA C504, Iron body, bronze disc, resilient replaceable seat, water or lug ends, infinite position lever handle.

2.3 FIRE HYDRANTS

- A. Fire Hydrants: Shall be of the same type, model, and manufacturer used by the City of Hickman. Threading specifications shall meet the requirements of the City of Hickman and the local fire department. The City of Hickman utilizes American Darling B-84-B-5.
- B. Hydrant Extensions: Fabricate in multiples of 6-inches with rod and coupling to increase barrel length.
- C. Hose and Steamer Connections: Match sizes with utility company, with two hose nozzles, one pumper nozzle.
- D. Finish: Apply primer and 2 coats of enamel or special coating to color as required by utility company.

2.4 ACCESSORIES

- A. Thrust Blocking: Place 3000 psi con to provide sufficient bearing area to transmit unbalanced thrust from bends, tees, caps, or plugs to undisturbed soil without loading undisturbed soil in excess of 2,500 pounds per square foot when water main pressure is 100 psi unless otherwise indicated on the plans.

MINIMUM THRUST BLOCKING BEARING AREAS

Pipe Diameter	Tees Sq. Ft	90° Bend Sq. Ft	45° Bend Sq. Ft	22½° Bend Sq. Ft.	11¼° Bend Sq. Ft.	5 5/8 Bend Sq. Ft.	Cap/Plug Sq. Ft.
3"	1.0	1.0	1.0	1.0	1.0	1.0	1.5
4"	1.0	1.0	1.0	1.0	1.0	1.0	2.0
6"	1.5	2.0	1.0	1.0	1.0	1.0	3.0
8"	2.5	3.5	1.8	1.0	1.0	1.0	4.0
10"	4.0	5.5	2.8	1.5	1.0	1.0	6.0
12"	6.0	8.0	4.0	2.0	1.5	1.0	8.5
14"	8.0	11.0	5.5	3.0	2.0	1.5	12.0
16"	10.0	14.2	7.0	4.0	3.0	2.5	15.0
18"	21.0	21.0	12.0	6.0	4.0	3.5	24.0

- B. Locked mechanical joint fittings shall be installed where vertical changes in direction are required.
- C. Polyethylene Encasement: Single layer of two ply cross-laminated high density polyethylene encasement per AWWA C105, Section 4.1.2, Type III, Class C (Black), Grade 33, tensile strength 5,000 psi minimum, elongation 100 percent, nominal thickness 0.004 inch (4 mil).
- D. Trace Wire: Magnetic detectable conductor, (#12 Copper) brightly colored plastic covering imprinted with “Water Main” in large letters.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that municipal utility water main size, location, and depth are as indicated on Construction Drawings.

3.2 PREPARATION

- A. Ream pipe and tube ends and remove burs.
- B. Remove scale and dirt, inside and outside, before assembly.
- C. Prepare pipes for connections to equipment with flanges or unions.
- D. Protect benchmarks, property corners, and other survey monuments from damage or displacement. If the marker needs to be removed it shall be referenced by a licensed land surveyor and replaced, as necessary, by same.

3.3 TRENCHING AND BEDDING

- A. Excavate pipe trench and place bedding material in accordance with Section 02300.

3.4 INSTALLATION - PIPE AND FITTINGS

- A. Maintain separation of water main from sanitary and storm sewer piping in accordance with state or local codes.
- B. Install pipe and fittings in accordance with AWWA C600.
- C. Ductile iron pipe and fittings shall be installed with polyethylene encasement around the pipe for the entire length of the project except where water main is within steel casing or is con encased. Install polyethylene encasement in accordance with AWWA C105, Method A.
- D. Polyvinyl Chloride (PVC) Water Pipe shall be installed using Ductile Iron (M.J.) Fittings with polyethylene encasement around the fittings unless otherwise indicated on the plans. Install polyethylene encasement in accordance with AWWA C105, Method A.
- E. Install pipe to allow for expansion and contraction without stressing pipe or joints or as specified by pipe manufacturer.
- F. Install access fittings in accordance with local codes to permit disinfection of water system performed under this Section.
- G. Connections with Existing Pipelines: Where connections are made between new work and existing piping, make connection using suitable fittings for conditions encountered. Make each connection with existing pipe at time and under conditions with least interference with operation of existing pipeline and in compliance with local utility company.

- H. Form and place con for thrust blocks or other specified methods of retainage at each change of direction or end of pipe main.
- I. Place pipe to depth in accordance with Section 02300.
- J. Backfill trench in accordance with Section 02300.
- K. Install trace wire continuously over top of non-metal pipe. Bury a minimum of 6 inches below finish grade, and above pipeline.

3.5 INSTALLATION - VALVES AND HYDRANTS

- A. Install gate valves as indicated on Construction Drawings. Support valve on con pads with valve stem vertical and plumb. Install valve boxes in a manner that will not transmit loads, stress, or shock to valve body. Center valve box over operating nut of valve vertical and plumb. Securely fit valve box together leaving cover flush with finished surface.
- B. Install fire hydrant assemblies as indicated on Construction Drawings in vertical and plumb position with steamer/pumper nozzle pointed perpendicular to traffic where hydrant is adjacent to street, roadway, or parking lot drive or toward protected building unless otherwise directed by local authorities. Support hydrant assembly on con pad and firmly brace on side opposite inlet pipe against undisturbed soil and con blocking. Place minimum of 6-cubic feet of crushed stone or gravel around hydrant base and barrel after thrust blocking has cured at least 24 hours. Maintain vertical position of hydrant backfilling and compacting.

3.6 DISINFECTION OF DOMESTIC WATER PIPING SYSTEM

- A. Disinfect distribution system with chlorine before acceptance for domestic operation. Chlorine dosage shall be not less than 50 parts per million. Flush lines before introduction of chlorinating materials and after contact period of not less than 24 hours. Flush with clean water after contact period until residual chlorine content is not greater than 1.0 part per million. Flush water discharged from water supply lines or hydrants shall not be allowed to discharge directly onto exposed soil or turf which could result in erosion of soil. If potential for erosion exists at discharge point, measures shall be taken to prevent erosion. Open and close valves in lines being disinfected several times during contact period. After disinfection, take water sample and bacteriological test in accordance with AWWA C651. Do not place distribution system in service until approval is obtained from local governing authorities.
- B. Contractor shall provide a means of neutralizing the super-chlorinated water before releasing into the environment. This may be accomplished by either a method of dechlorination or any method acceptable to federal, state, and local codes. Direct release to open ground shall not be allowed, unless contained within an on site detention facility with 6" permanent storage. In this case, the Contractor shall time the release to assure that no rainstorms are imminent. The intent of this condition is to allow the majority of the chlorine to evaporate into the atmosphere before a rainstorm has the opportunity to wash the residual downstream. Contractor shall not release super-chlorinated water directly into the sanitary sewer system, private or public, nor any storm drain system not directly discharging into the detention facility.

3.7 FIELD QUALITY CONTROL

- A. Test water distribution system pipe installed below grade and outside building in accordance with the following procedures:
 - 1. Perform testing of pipe materials, joints, and other materials incorporated into construction of water mains and force mains to determine leakage and water tightness. Test pressure pipeline in accordance with Section 4 of AWWA C600 and NFPA 24. In the event state or local code requires more stringent test, more stringent test shall take precedence.
 - 2. Pressure Test: After pipe has been laid, subject newly laid pipe or valved section to hydrostatic pressure of at least 1.5 times working pressure at point of testing and not less than 1.25 times working pressure at highest point along test section.

3. Leakage Test: Conduct leakage test concurrently with pressure test. Leakage is defined as quantity of water that must be supplied into newly laid pipeline or valved section thereof to maintain pressure within 5 psi of specified test pressure after air in pipeline has been expelled and pipeline has been filled with water. Leakage shall not be measured by drop in pressure in test section over period of time.

- a. Leakage shall not be greater than that determined by the following formula:

$$L = \frac{S \cdot D \cdot \sqrt{P}}{148,000}$$

Where:

- L = allowable leakage, (gallons per hour)
- S = length of pipe tested, (feet)
- D = nominal diameter of pipe, (inches)
- P = average test pressure during test, (psig)

4. Visible Leakage: Repair visible leaks regardless of amount of leakage measured.
5. Acceptance of Installation: If test of pipe laid in place discloses leakage greater than that specified, Contractor shall, at his own expense, locate leak and make repairs as necessary until leakage is within specified allowance. Supply water for testing at no expense to Owner.

END SECTION

SECTION 02535 - SANITARY SEWAGE SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes

1. Sanitary sewer drainage piping, fittings, accessories, cleanouts, and bedding.
2. Connection of site sanitary sewer system to municipal sanitary sewer systems.

B. Related Sections

1. Section 02300 – Earthwork: Trenching, backfill, and compaction for utilities
2. Section 02536 - Sewer Manholes, Frames, and Covers
3. Section 03300 – Cast-in-place Concrete

1.2 REFERENCES

A. American Society for Testing and Materials (ASTM)

1. ASTM C425 - Compression Joints for Vitrified Clay Pipe and Fittings
2. ASTM C700 - Vitrified Clay Pipe, Extra Strength, Standard Strength, and Perforated
3. ASTM D2241 - Poly (vinyl Chloride) (PVC) Pressure-Rated Pipe (SDR Series)
4. ASTM D2657 - Heat-Joining Polyolefin pipe and Fittings
5. ASTM D3034 - Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings
6. ASTM D3139 - Joints for Plastic Pressure Pipe Using Flexible Elastomeric Seals
7. ASTM F477 - Elastomeric Seals (Gaskets) for Joining Plastic Pipe
8. ASTM F1417 - Standard Test Method for Installation Acceptance of Plastic Gravity Sewer Lines Using Low-Pressure Air.

B. American Water Works Association (AWWA)

1. AWWA C111 - Rubber-Gasket Joints for Ductile Iron Pressure Pipe and Fittings
2. AWWA C600 - Ductile-Iron Water Mains And Their Appurtenances
3. AWWA C900 - Polyvinyl Chloride (PVC) Pressure Pipe, 4 In. Through 12 In, For Water Distribution

1.3 SUBMITTALS

A. Product Data: Provide data of pipe materials, pipe fittings, and accessories.

B. Manufacturer's Certificate: Certify that products meet or exceed specified or local requirements.

C. Project Record Documents:

1. Accurately record actual locations of pipe runs, connections, cleanouts, and invert elevations.
2. Identify and describe unexpected variations to subsoil conditions and location of uncharted utilities.

1.4 PROJECT CONDITIONS

A. Coordinate work with termination of sanitary sewer connection outside building and connection to municipal sewer utility service.

PART 2 - PRODUCTS

2.1 SEWER PIPE, FITTINGS, AND JOINTS

- A. Polyvinyl Chloride Pipe (PVC): ASTM D 3034, rated SDR 35 unless otherwise specified by the utility company. Pipe shall be continually marked with manufacturer's name, pipe size, cell classification, SDR rating, and ASTM D 3034 classification.
 - 1. Pipe joints: Integrally molded bell ends, ASTM D 3034, Table 2, with factory supplied elastomeric gaskets and lubricant.
- B. Force Main:
 - 1. Polyvinyl Chloride Pipe (PVC): For less than 4 inches in diameter, ASTM D2241 for push-on or solvent weld joints, and for pipe 4 inches in diameter and larger, AWWA C900, Class 200 with push-on joints.
 - a. Joints/Fittings: Push-on, ASTM D3139 with ASTM F477 gaskets.
 - b. Solvent Cement: ASTM D2564.
 - 2. Ductile Iron Pipe (DIP): ASTM A746, Class 50, inside nominal diameter as shown on the drawings, bell and spigot end.
 - a. Ductile Iron Pipe Joint Device: AWWA C111, rubber gasket joint devices.

2.2 PIPE ACCESSORIES

- A. Pipe Joints: Mechanical clamp ring type, stainless steel expanding and contracting sleeve, neoprene-ribbed gasket for positive seal.
- B. Fittings: Same material as pipe molded or formed to suit pipe size and end design, in required tee, bends, elbows, cleanouts, reducers, traps, etc.

2.3 CLEANOUTS AND MANHOLES

- A. Manholes shall conform to Section 02536.
- B. Lid and Frame: Provide in accordance with Section 02536. Provide traffic grade and rated covers and frames where manholes are within pavement, with the letters "SANITARY SEWER" respectively cast into the cover.
- C. Shaft Construction: Cast iron shaft of internal diameter as specified on Construction Drawings with 2500 psi concrete collar for cleanouts.

2.4 APPURTENANCES

- A. Trace Wire: Magnetic detectable conductor (#12 copper), brightly colored plastic covering, imprinted with "Sanitary Sewer Service" in large letters.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that trench cut and excavation is ready to receive work and excavations, dimensions, and elevations are as indicated on Construction Drawings.

3.2 PREPARATION

- A. Hand trim excavations to required elevations. Correct over excavation with bedding material.
- B. Remove large stones or other hard matter that could damage pipe or impede consistent backfilling or compaction.

3.3 BEDDING

- A. Excavate trench and place bedding material in accordance with Section 02300.
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3.4 INSTALLATION - PIPE

- A. Install type and class of pipe as shown on the drawings. Pipes shall be laid and maintained to the required line and grade with necessary fittings, bends, manhole risers, cleanouts and other appurtenances placed at the required locations. The pipe shall be installed with uniform bearing under the full length of the barrel of the pipe. The pipe shall be inspected for defects and cracks before being lowered into the trench. Defective, damaged or unsound pipe, or pipe that has had its grade disturbed after laying shall be taken up and replaced. Commence installation at lowest point with the bell end up grade.
- B. No pipe shall be laid in water or when trench conditions are unsuitable for work.
- C. Pipe connecting to manholes or other structures shall terminate flush inside of the structure wall.
- D. Joints for PVC shall be thoroughly lubricated with an approved lubricant before pipe sections are slipped together. Open ends shall be fully protected with a stopper to prevent earth or other material from entering the pipe during construction. Carefully free interior of the pipe from dirt, cement and other deleterious material as the work progresses.
- E. Maintain separation of potable water main from sewer piping at crossings a minimum of 10 feet horizontal and 18 inches vertical.
- F. Route pipe in straight line parallel to roads, buildings and adjacent utilities and as shown on the drawings.
- G. Establish elevations of buried piping with sufficient cover as recommended by pipe manufacturer to ensure not less than 3 feet of cover, except as noted on drawings.
- H. Form and place concrete for thrust blocks at each elbow of pipe force main. See construction drawing for details of construction.
- I. Backfill trench in accordance with Section 02300.
- J. Install trace wire continuous over top of non-metal pipe. Bury 6 inches minimum below finish grade, above pipe-line.

3.5 INSTALLATION – MANHOLES

- A. Form bottom of excavation clean and smooth to correct elevation.
- B. For manholes, construct inverts according to the following guidelines:
 - 1. Invert channel shall be smooth and accurately shaped to a semicircular bottom to match with the inside of the adjacent sewer section.
 - 2. Invert channels and structure bottoms shall be shaped with mortar and lean concrete.
 - 3. Changes in size and grade of invert shall be made gradually and evenly.
 - 4. Changes in the direction of the sewer entering branch or branches shall have a true curve of as large a radius as the manhole will permit.
- C. For manholes, provide manhole rings, frame, and cover as shown on the construction drawings.

3.6 FIELD QUALITY CONTROL

- A. Pipes and joints shall not be completely backfilled until after inspection, testing, and approval by the Owner and local jurisdiction.
- B. Prior to testing for leakage, the pipe trench shall be backfilled to at least the spring line of the pipe. If required to prevent pipe movement during testing, additional backfill shall be added leaving the pipe joints uncovered to permit inspection.

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- C. Exfiltration Test
1. Each section of sewer line between successive manholes shall be tested by closing the lower end of the sewer to be tested and the inlet sewer of the upper manhole, using stoppers.
 2. Fill the manhole and pipe with water to a point which produces a maximum of 3 feet of head above the invert of the sewer at the center of the upper manhole; or if groundwater is present, 3 feet of head above the average adjacent groundwater level.
 3. The allowable leakage shall be 100 gal/inch of pipe diameter/mile/day
- D. Infiltration Test
1. If excessive ground water is encountered in the construction of a section of the sewer, the exfiltration test shall not be used.
 2. The upper and lower ends of the sewer to be tested shall be closed sufficiently to prevent the entrance of water.
 3. Pumping of ground water shall be discontinued for at least 3 days; then infiltration shall be tested.
 4. Infiltration into each section of sewer between adjoining manholes shall not exceed that allowed for the exfiltration test, except that head conditions shall be a maximum of 6 feet.
- E. The Exfiltration Test may be limited to the manholes only when the authority having jurisdiction does not require the test and the construction manager waives the test. The Infiltration Test will always be required when excessive ground water is encountered in addition to the air test.
- F. Air Test: Gravity systems shall be air tested between manholes at 3.5 psi for 5 minutes per ASTM F1417 for plastic pipes.
- G. Deflection Test:
1. Deflection tests shall be conducted on all plastic pipe using a mandrel with a diameter equal to 95 percent of the inside diameter of the pipe. The test shall be performed without mechanical pulling devices.
 2. Allowable Deflection: Maximum allowable pipe deflection shall not exceed 5 percent of nominal inside diameter.
 3. Mandrel: Mandrel, go/no-go, device shall be cylindrical in shape and constructed with either 9 or 16 evenly spaced arms or prongs. Mandrels with fewer arms will be rejected as not sufficiently accurate. Contact length of mandrel's arms shall equal or exceed nominal inside diameter of sewer to be inspected. Critical mandrel dimensions shall carry tolerance of 0.01-inch maximum. Contractor shall provide mandrel and necessary equipment for mandrel test.
 4. Procedure: Mandrel shall be hand-pulled through flexible pipe sewer lines no earlier than 30 days after trench has been completely backfilled. Sections of sewer not passing mandrel shall be uncovered and rebedded, rerounded, or replaced to satisfaction of Owner or governing agency. Repaired section shall be retested.
- H. Hydrostatic Test: Force main piping shall be hydrostatically tested at 150 psi in accordance with AWWA C 600.
- I. Provide measuring devices, meters, water, materials, and labor for making the required tests.
- J. Tests shall be conducted in the presence of the Public Works Director (or designated representative), Civil Engineering Consultant, and ITL. Test data shall be submitted to all parties for their approval and records.

END OF SECTION

SECTION 02536 - SEWER MANHOLES, FRAMES, AND COVERS**PART 1 - GENERAL****1.1 SUMMARY****1.2 Section Includes**

1. Monolithic concrete, modular precast concrete, masonry, and precast polyethylene manhole assemblies.

1.3 Related Sections

1. Section 02300 - Earthwork. Excavation, backfill, and compaction
2. Section 02535- Sanitary Sewer Systems
3. Section 02630 - Storm Drainage

1.4 REFERENCE STANDARDS**A. American Society for Testing and Materials (ASTM)**

1. ASTM A 48 - Gray Iron Castings
2. ASTM C 478 - Precast Reinforced Concrete Manhole Sections
3. ASTM C 923 - Resilient Connectors Between Reinforced Concrete Manhole Structures and Pipes
4. ASTM D 1248 - Polyethylene Plastics Molding and Extrusion Materials

B. International Masonry Industry All-Weather Council (IMIAC)

1. Recommended Practices and Guide Specification for Cold Weather Masonry Construction

C. State Department of Transportation (DOT), Construction and Material Specifications**1.5 SUBMITTALS**

- A. Shop Drawings:** Indicate reference to Construction Drawings of manhole locations, elevations, piping with sizes, locations, and elevations of penetrations.

- B. Product Data:** Provide data for manhole covers, component construction, features, configuration, and dimensions.

PART 2 - PRODUCTS**2.1 MANHOLES****A. Cast-In-Place Concrete:** Nonreinforced cast in place concrete barrel.

1. Concrete: 3500 psi concrete conforming to Section 03300.
2. Forms: Steel sheet accurately shaped and fabricated of sufficient strength to form dense watertight walls to true dimensions.

B. Precast Concrete: Reinforced precast concrete barrel.

1. Manhole sections conforming to ASTM C 478 with gaskets in accordance with ASTM C 923.
2. Construct manholes of precast concrete sections as required by Construction Drawings to size, shape, and depth indicated.

- C. Mortar and Grout:** Mortar for finishing and sealing shall be Class "C". Honeycombing less than 2-inches deep shall be repaired using Class "D" mortar.

D. Configuration:

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1. Barrel Construction: Concentric with eccentric cone top section.
 2. Shape: Cylindrical
 3. Clear Inside Dimensions: 48-inches diameter minimum or as indicated on Construction Drawings.
 4. Design Depth: As indicated on Construction Drawings.
 5. Clear Lid Opening: Deeter Foundry No. 1030 (22-inches minimum)
 6. Pipe Entry: Provide openings as indicated on Construction Drawings
 7. Main and Lateral Pipes: Neatly cut off main and lateral pipes flush with inside of manhole or inlet where they enter structure walls. Point up irregularities and rough edges with nonshrinking grout.
- E. Inverts: Shape inverts for smooth flow across structure floor as indicated on Construction Drawings. Use concrete and mortar to obtain proper grade and contour. Finish surface with fine textured wood float.

2.2 COMPONENTS

- A. Lid and Frame:
1. Manufacturer: Neenah Foundry Company, East Jordan Iron Works, or approved equal.
 2. ASTM A 48, Class 30B heavy duty cast iron construction, machined flat bearing surface.
 3. Removable lid, closed or open as indicated on Construction Drawings, sealing gasket.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify items specified by other Sections are properly sized and located.
- B. Verify that built-in items are in proper location and ready for roughing into work.
- C. Verify that the excavation for manholes is correct.

3.2 PREPARATION

- A. Coordinate placement of inlet and outlet pipe or duct sleeves as indicated on Construction Drawings.

3.3 PRECAST MANHOLE CONSTRUCTION

- A. Place base pad to proper elevation and location as shown on the sanitary sewer detail and form the outer edges of the manhole base where the manhole barrel will be placed a minimum of 6" above sewer pipe and trowel the surface level for placement of manhole barrel.
- B. Place manhole barrel plumb and level to correct elevations and anchor to base pad.
1. After completion of slab foundation, lower first joint of manhole barrel into position, grooved end first, and set level and plumb on concrete base. Align and adjust to proper grade prior to placing and forming invert. Pour invert immediately after setting of first section of manhole barrel.
 2. Prior to setting subsequent manhole barrel sections, apply primer to tongue and groove ends and allow to set in accordance with manufacturer's recommendations. Place "Ram-nek", or equivalent, plastic rope on tongue end. Lower next section into position, and remove excess material from interior of structure. Add additional material on exterior of joint, if necessary, for completely watertight joint.
- C. Set cover frames and lids level without tipping, to correct elevations. Utilize pre-cast rings or brick and mortar to achieve final rim elevation. Maximum limit, 4 courses.
- D. Seal interior and exterior of manhole with mortar as specified herein.
- E. Water proof exterior of manhole with an approved water proofing material. Apply per manufacture's recommendation.

3.4 CAST-IN-PLACE MANHOLE CONSTRUCTION

- A. Cast-in-place shall conform to the applicable requirements of Section 03300. Utilize steel forms.
- B. Place base pad to proper elevation and location and pour monolithically with invert. Base shall support pipe to first joint.
- C. Deposit concrete in evenly distributed layers of about 18 inches, with each layer vibrated to bond to preceding layer.
- D. Place gasket between all joints and paint exterior of manhole within 5' of the joint with mastic waterproofing.
- E. Place precast concrete cone.
- F. Set section cover frames and lids level without tipping, to correct elevations. Utilize pre-cast rings or brick and mortar to achieve final rim elevation. Maximum limit, 4 courses.

END OF SECTION

SECTION 02630 - STORM DRAINAGE

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes

1. Storm sewer drainage piping, fittings, and accessories.
2. Storm drainage structures.

1.2 Related Requirements

1. Section 02300 – Earthwork: Excavation, trenching, backfill, and compaction.
2. Section 02370 – Erosion and Sedimentation Control (Including SWPPP)
3. Section 02536 - Sewer Manholes, Frames, and Covers
4. Section 03300- Cast-In-Place Concrete

1.3 REFERENCE STANDARDS

A. American Association of State Highway and Transportation Officials (AASHTO)

1. AASHTO M252 - Corrugated Polyethylene Drainage Tubing, 3 to 10 Inch Diameter
2. AASHTO M294 - Corrugated Polyethylene Drainage Tubing, 12 to 48 Inch Diameter
3. AASHTO MP7-97 - Corrugated Polyethylene Drainage Tubing, 54 to 60 Inch Diameter
4. AASHTO M198 - Joints for Circular Sewer and Culvert Pipe Using Flexible Watertight Gaskets
5. AASHTO H170 – Reinforced Concrete Culvert, Storm Drain and Sewer Pipe

B. American Society for Testing and Materials (ASTM)

1. ASTM A185 - Steel welded Wire Fabric, Plain, for Concrete Reinforcement
2. ASTM A615 - Deformed and Plain Billet-Steel Bars for Concrete Reinforcement
3. ASTM A746 - Ductile Iron Gravity Sewer Pipe
4. ASTM C76 - Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
5. ASTM C150 - Portland Cement
6. ASTM C206 - Finished Hydrated Lime
7. ASTM C443 - Joints for Circular Concrete Sewer and Culvert Pipe, Using Rubber Gaskets
8. ASTM C564 - Rubber Gasket for Cast Iron Soil Pipe and Fittings
9. ASTM C969 - Infiltration and Exfiltration Acceptance Testing of Installed Precast Concrete Pipe Sewer Lines
10. ASTM D3034 - Type PSM Polyvinyl Chloride (PVC) Sewer Pipe and Fittings
11. ASTM D3212 - Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals
12. ASTM D3350 – Polyethylene Plastic Pipe and Fittings Materials
13. ASTM F2306 – 12 to 60 in. Annular Corrugated Profile-Wall Polyethylene (PE) Pipe and Fittings for Gravity-Flow Storm Sewer and Subsurface Drainage Applications
14. ASTM F2648 – 2 to 60 in. Annular Corrugated Profile-Wall Polyethylene (PE) Pipe and Fittings for Land Drainage Applications.
15. ASTM F477 - Elastomeric Seals (Gaskets) for Joining Plastic Pipe
16. ASTM F949 – Poly (Vinyl Chloride) (PVC) Corrugated Sewer Pipe with Smooth Interior and Fittings

C. American Concrete Institute (ACI)

1. ACI301 - Structural Concrete for Buildings

1.4 SUBMITTALS

- A. Product Data: Provide data on pipe materials, pipe fittings, and accessories. Provide shop drawings for precast inlets, catch basins and junction boxes.
- B. Manufacturer's Certificate: Certify that products meet or exceed specified local requirements.

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- C. Project Record Documents
 - 1. Accurately record actual locations of pipe runs, connections, catch basins, cleanouts, and invert elevations.
 - 2. Identify and describe unexpected variations to subsoil conditions and location of uncharted utilities.

1.5 PROJECT CONDITIONS

- A. Coordinate work with connection to municipal storm sewer system.

PART 2 - PRODUCTS

2.1 PIPE AND FITTINGS

- A. Reinforced Concrete Pipe (RCP): ASTM C76, Class III unless noted otherwise on Drawings, installed with flexible plastic, bitumen gaskets at joints.
 - 1. Gaskets: AASHTO M 198 751, Type B or ASTM C 443, installed in accordance with manufacturer's recommendations.
 - 2. Flared end sections shall be per ASTM C76 or AASHTO H170 (for sections with toe wall)
- B. High Density Polyethylene Pipe (HDPE): ASTM F2306/F2306M.
 - 1. Fittings: ASTM F2306, installed in accordance with manufacturer's recommendations.
 - 2. Gaskets: ASTM F477, installed in accordance with manufacturer's recommendations.
 - 3. Flared end sections shall be per ASTM D3350.

2.2 DRAINAGE STRUCTURES

- A. Manholes: Conform to Section 02536.
- B. Grates and Frame: Provide in accordance with details shown on Drawings.
 - 1. Provide heavy duty grates, with maximum slot width of 1-1/8"
 - 2. Acceptable Manufacturers:
 - a. Neenah Foundry.
 - b. East Jordan Iron Works.
 - c. Bass & Hays Foundry.
- C. Cast-In-Place concrete for drainage structures including manholes, inlets, catch basins, collars, support blocks, headwalls and paved ditches shall conform to ACI 301.
 - 1. Compressive Strength: 3500 psi at 28 days.
 - 2. Reinforcement: ASTM A615, grade 40 or 60 deformed reinforcing bars, and ASTM A185 for wire fabric
- D. Cement Mortar used for paving inverts, filling lift holes, joints, patching and anchoring castings shall consist of one part Portland cement, type I, ASTM C150, 1/4 part hydrated lime, ASTM C206 and 2-1/2 parts clean, well-graded sand and water free of suspended matter, alkali, and containing no industrial or domestic waste.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that trench cut, and excavation is ready to receive work and excavations, dimensions, and elevations are as indicated on Drawings.

3.2 PREPARATION

- A. Hand trim excavations to required elevations. Correct over excavation with bedding material.
- B. Remove large stones or other hard matter that could damage piping or impede consistent backfilling or compaction.

- C. Protect benchmarks, property corners, and other survey monuments from damage or displacement. If marker needs to be removed it shall be referenced by licensed land surveyor and replaced, as necessary, by same.

3.3 INSTALLATION - PIPE

- A. The pipe shall be inspected for defects and cracks before being lowered into the trench, piece by piece. Any defective, damaged or unsound pipe or any pipe that has had its grade disturbed after laying shall be taken up and replaced. Open ends shall be protected with a stopper to prevent earth or other material from entering the pipe during construction. The interior of the pipe shall be free from dirt, excess water and other foreign materials as the pipe laying progresses and left clean at the completion of the installation.
- B. Excavate pipe trench and place bedding material in accordance with Section 02300.
- C. Installation shall commence at the lowest point for each segment of the route. RCP shall be laid with the groove or bell end upstream.
- D. Lay pipe to the required line and slope gradients with the necessary fittings, bends, manhole, risers and other appurtenances placed at the required location as noted on Drawings.
- E. Do not displace or damage pipe when compacting.
- F. No pipe shall be laid in water or when trench conditions are unsuitable for such work.
- G. Joints:
 - 1. Joints shall be constructed as described herein and in accordance with manufacturer's installation instructions with the intent that they be made watertight.
 - 2. For RCP, the joint surface shall be cleaned and washed with water, if necessary, before the joints are made. For tongue and groove joints in smaller sizes, make joints butting the inside of the bell with a cement mortar before joining. The inside joint shall be wiped clean of excess mortar by brush or a squeegee drawn through the pipe as the laying operations progress. In the larger diameters, which permit the entry of a man, annular space between pipe sections shall be completely filled with mortar and finished off smooth with the inside surface of the pipe.
 - 3. PVC fittings shall be attached to the pipe by solvent welding according to the manufacturer's recommendations.

3.4 INSTALLATION – MANHOLES, CATCH BASINS, INLETS, AND JUNCTION BOXES

- A. Drainage structures shall be constructed in accordance with details shown on Drawings and in accordance with Section 02536 as applicable.
- B. Precast Sections:
 - 1. Precast section with bases shall be installed in accordance with Section 02300 and 02536 or as shown on drawings.
 - 2. Pipe openings shall be aligned to that of the pipe entering and leaving the manhole, etc. Pipe shall be properly aligned with connections to manholes, etc. as shown on the drawings.
- C. Cast-In-Place sections shall be as shown on the drawings and in accordance with Section 03300.
 - 1. Form bottom of excavation clean and smooth to correct elevation.
 - 2. Form and place cast-in-place concrete base pad, with provision for storm sewer pipe to be placed at proper elevation.
 - 3. Form and place cast-in-place concrete walls, sleeved at proper elevation to receive storm sewer pipe in accordance with details shown on Drawings.
- D. Invert channels shall be smooth and accurately shaped to a semicircular bottom conforming to the inside of the adjacent sewer section. Invert channels and structure bottoms shall be shaped with cement mortar. Changes in size and grade of invert shall be made gradually and evenly. Changes in direction of the sewer entering branch or branches shall have a true curve of as large a radius as the manhole will permit.

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- E. Frames and Covers:
 - 1. Frames and covers shall be set to the proper elevation. The frames shall be firmly embedded in mortar approximately 1 inch thick and aligned to fit the top section of the structure.
 - 2. Bricks set in mortar used to adjust the frame to finished grade shall be limited to no more than four courses.
 - 3. Adjustment rings used to make adjustments in grade shall be made with the initial ring embedded in mortar and the exterior of the rings parged with mortar not less than 1/2 inch thick. No adjustment made in this manner shall exceed 8 inches.

- F. Concrete cradles shall be constructed as shown on the drawings and as needed when crossing over and under sewer pipe or utility lines. Concrete shall be 3000 psi mix with a minimum thickness of 6 inches.

3.5 SUBDRAINS

- A. Subdrains shall be installed in accordance with the details and at the locations shown on the drawings

3.6 INSPECTION AND TESTING

A. General

- 1. Storm sewer systems and culverts, upon completion or at such time as directed, shall be cleaned, inspected and tested. The system or culvert shall have a true grade and line. Actual elevations shall be within 0.08 feet of the elevations given on the drawings.
- 2. After completion of the Work, or any part thereof, the job shall be tested to determine that it has been installed in accordance with the drawings and specifications. In general, the Work shall prove to be in good condition, installed in accordance with the drawings and specifications and ready for use.

B. Cleaning and Testing

- 1. Visibly inspect and remove all debris and obstructions from storm pipe. Test for infiltration and exfiltration by hydrostatic testing per ASTM C969. Manholes and pipe shall conform to ASTM C969 leakage criteria.

C. Alignment Test

- 1. After backfill has been placed and compacted to a depth not less than one foot above top of pipe, a visual inspection shall be made by flashing a light between manholes. Any displacement or misalignment of invert shall be corrected.

END OF SECTION

SECTION 02751 - PORTLAND CEMENT CONCRETE PAVING

PART 1 - GENERAL

1.1 SUMMARY

1.2 Section Includes

1. Preparation and placement of Portland cement concrete parking areas.
2. Preparation and placement of Portland cement concrete roads and entrances.

1.3 Related Sections

1. Section 02300 – Earthwork: Excavation, backfill, compaction for subgrades.

1.4 REFERENCES

A. American Concrete Institute (ACI)

1. ACI 301 -Structural Concrete for Buildings.
2. ACI 305R - Hot Weather Concreting
3. ACI 306R - Standard Specification for Cold Weather Concreting
4. ACI 308 - Standard Practice for Curing Concrete

B. American Society for Testing and Materials (ASTM)

1. ASTM A185 - Steel Welded Wire Fabric, Plain, for Concrete Reinforcement
2. ASTM A615 - Deformed and Plain Billet-Steel for Concrete Reinforcement
3. ASTM C 31 - Test Methods of Making and Curing Concrete Test Specimens in the Field.
4. ASTM C33 - Concrete Aggregates
5. ASTM C 39 - Test Method for Compressive Strength of Cylindrical Concrete Specimens.
6. ASTM C42 - Obtaining And Testing Drilled Cores And Sawed Beams Of Concrete
7. ASTM C94 - Ready-Mixed Concrete
8. ASTM C 138 - Test Method for Unit Weight, Yield, and Air Content (Gravimetric) of Concrete.
9. ASTM C143 - Method for Slump of Hydraulic Cement Concrete
10. ASTM C150 - Portland Cement
11. ASTM C 172 - Method of Sampling Freshly Mixed Concrete.
12. ASTM C231 - Air-Content of Freshly Mixed Concrete by the Pressure Method
13. ASTM C260 - Air-Entraining Admixtures for Concrete
14. ASTM C309 - Liquid Membrane-Forming Compounds for Curing Concrete
15. ASTM C920 - Standard Specification for Elastomeric Joint Sealants
16. ASTM C1064 - Temperature Of Freshly Mixed Portland Concrete Cement
17. ASTM D994 - Preformed Expansion Joint Filler for Concrete (Bituminous)
18. ASTM D1751 - Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction (Non-extruding and Resilient Bituminous Types)
19. ASTM D2628 - Preformed Polychloroprene Elastomeric Joint Seals for Concrete Pavements

C. Federal Specifications (FS)

1. FS HH-F-341 - Fillers, Expansion Joint: Bituminous (Asphalt & Tar)

D. Nebraska Department of Transportation Standard and Supplemental Specifications for Highway Construction

1.5 QUALITY ASSURANCE

A. Establish and maintain required lines and elevations.

B. Check surface areas at intervals necessary to eliminate ponding areas. Remove and replace unacceptable paving as directed by Owner.

1.6 SUBMITTALS

- A. Submit certified laboratory test data or manufacturer's certificates and data for the items listed below certifying that materials are in conformance requirements specified herein. Submit to the Engineering Consultant of Record and the Independent Testing Laboratory for review and approval and within 7 calendar days after receipt of Notice-to-Proceed.
1. Portland cement concrete mix
 2. Aggregate gradations
 3. Preformed expansion joint filler
 4. Field molded/poured sealant
 5. Dowel bars
 6. Expansion sleeves
 7. Tie bars
 8. Reinforcing steel bars
 9. Welded wire fabric
 10. Air entraining admixtures
 11. Water-reducing and set-retarding admixtures (if used)
- B. Submit certification that joint sealant has been installed in accordance with the manufacturer's instructions. Include copy of written instructions.

1.7 PROJECT CONDITIONS

- A. Maintain access for vehicular and pedestrian traffic as required for other construction. Utilize temporary striping, flagmen, barricades, warning signs, and warning lights as required.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Concrete: Nebraska Department of Transportation (NDOT) 47B-3500 Concrete. Fly ash or slag may not be substituted for Portland Cement. Mix concrete and deliver in accordance with ASTM C94.
1. Design mix shall produce normal weight concrete consisting of Portland cement, aggregate, water-reducing admixture, air-entraining admixture, and water to produce following:
 - a. Compressive Strength: 3,500 psi, minimum at 28 days, unless otherwise indicated on Construction Drawings.
 - b. Slump Range: 2"-4" for hand placed concrete, 1-1/4" to 3" for machine placed (slipform) concrete
 - c. Air Entrainment: 5 to 7.5 percent
- B. Forms: Steel, wood, or other suitable material of size and strength to resist movement during concrete placement and to retain horizontal and vertical alignment until removal. Use straight forms, free of distortion and defects. Use flexible spring steel forms or laminated boards to form radius bends as required. Coat forms with nonstaining type of coating that will not discolor or deface surface of concrete.
- C. Welded Wire Mesh: Welded plain cold-drawn steel wire fabric, ASTM A185, AASHTO M55/M 55M. Furnish in flat sheets.
- D. Reinforcing Bars: All rebar should be epoxy coated, ASTM A775 or ASTM A934.
- E. Portland Cement: ASTM C150, Type IP
- F. Joint Fillers: Resilient premolded bituminous impregnated fiberboard units complying with AASHTO M 213; ASTM D994, D1751, D2628; FS HH-F-341, Type II, Class A.
- G. Joint Sealants: ASTM C920, non-priming, pourable, self-leveling polyurethane; Acceptable sealants – NDOT Approved Products List.

- H. Aggregate: ASTM C33; NDOT Specifications; Fine Aggregate Gradation: Table 1033.02 A &B, Coarse Aggregate Gradation: Table 1033.03 A & B.
- I. Water: Clean and potable
- J. Dowel Bars: ASTM A775 or A934, Grade 60.
- K. Air Entraining Mixture: ASTM C260; Acceptable Products - NDOT Approved Products List.
- L. Curing Compound: ASTM C309; AASHTO M 148, Type 2; Acceptable Products - NDOT Approved Products List.
- M. Joint Backer Rods: Acceptable Products - NDOT Approved Products List.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Contractor shall scarify the upper 18” of subgrade for paved areas and re-compact to 100 percent of Maximum dry density in accordance with ASTM D698 (latest edition) at -1 to +3 of optimum moisture directly prior to paving unless more stringent compaction requirements are recommended in the geotechnical report prepared for this project
- B. Proof roll prepared base material surface to check for unstable areas in accordance with Section 02300 including documentation and re-proof rolling as required. Paving work shall begin only after unsuitable areas have been corrected and are ready to receive paving.
- C. Remove loose material from compacted base material surface to produce firm, smooth surface immediately before placing concrete.

3.2 INSTALLATION

- A. Form Construction
 - 1. Set forms to required grades and lines, rigidly braced and secured.
 - 2. Install sufficient quantity of forms to allow continuance of work and so that forms remain in place minimum of 24 hours after concrete placement.
 - 3. Check completed formwork for grade and alignment to following tolerances:
 - a. Top of forms not more than 1/8-inch in 10'-0".
 - b. Vertical face on longitudinal axis, not more than 1/4-inch in 10'-0".
 - 4. Clean forms after each use and coat with form release agent as often as required to ensure separation from concrete without damage.
- B. Reinforcement: Fasten reinforcing bars or welded wire fabric (if required) accurately and securely in place with suitable supports and ties. Remove from reinforcement all dirt, oil, loose mill scale, rust, and other substances that will prevent proper bonding of the concrete to the reinforcement.
- C. Concrete Placement
 - 1. Concrete may be mixed and placed when the air temperature in the shade and away from artificial heat is a minimum of 35 degrees F and rising. Hot and cold weather concreting shall be in accordance with ACI 305R and 306R, respectively.
 - 2. Do not place concrete until base material and forms have been checked for line and grade. Moisten base material if required to provide uniform dampened condition at time concrete is placed. Concrete shall not be placed around manholes or other structures until they are at required finish elevation and alignment.
 - 3. Place concrete using methods that prevent segregation of mix. Consolidate concrete along face of forms and adjacent to transverse joints with mechanical vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Consolidate with care to prevent dislocation of reinforcing, dowels, and joint devices.

4. Deposit and spread concrete in continuous operation between transverse joints, as far as possible. If interrupted for more than 1/2 hour, place construction joint.
- D. Joint Construction: Construct expansion, weakened-plane control (contraction), and construction joints straight with face perpendicular to concrete surface. Construct transverse joints perpendicular to centerline, unless otherwise detailed.
1. Weakened-Plane Control or Contraction Joints: Provide joints at spacing of 15'-0" on centers, maximum each way. Construct control joints for depth equal to at least 1/4 of the concrete thickness, as follows:
 - a. Form tooled joints in fresh concrete by grooving top with recommended tool and finishing edge with jointer.
 - b. Form sawed joints using powered saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut joints into hardened concrete as soon as surface will not be torn, abraded, or otherwise damaged by cutting action.
 2. Construction Joints: Place construction joints at end of placements and at locations where placement operations are stopped for period of more than 1/2 hour, except where such placements terminate at expansion joints. Construct joints in accordance with standard details.
 3. Transverse Expansion Joints: Locate expansion joints at maximum of 180'-0" on centers, maximum each way unless otherwise shown on the Construction Drawings. Provide premolded joint filler for expansion joints abutting concrete curbs, catch basins, manholes, inlets, structures, sidewalks, and other fixed objects.
 4. Butt Joints: For joints against existing pavement, place 16" long dowels eight inches into holes drilled into center of existing slab. Epoxy dowels into holes with approved epoxy compound. Place dowels prior to concrete placement for new concrete. Dowel spacing to be 24" on center unless otherwise shown on Construction Drawings. Saw joint and fill with joint sealer.
- E. Joint Fillers: Extend joint fillers full-width and depth of joint, and not less than 1/2-inch or more than 1-inch below finished surface where joint sealer is indicated. Furnish joint fillers in 1-piece lengths for full width being placed, wherever possible. Where more than 1 length is required, lace or clip joint filler sections together.
- F. Joint Sealants: Joints shall be sealed with approved exterior pavement joint sealants and shall be installed in accordance with manufacturer's recommendations.

3.3 CONCRETE FINISHING

- A. After striking off and consolidating concrete, smooth surface by screeding and floating. Adjust floating to compact surface and produce uniform texture. After floating, test surface for trueness with 10'-0" straightedge. Distribute concrete as required to remove surface irregularities and refloat repaired areas to provide continuous smooth finish.
- B. Work edges of slabs and formed joints with edging tool, rounding edge to 1/2-inch radius. Eliminate tool marks on concrete surface. After completion of floating and troweling, when excess moisture or surface sheen has disappeared, complete surface finishing, as follows:
 1. Inclined Slab Surfaces: Provide coarse, nonslip finish by scoring surface with stiff-bristled broom perpendicular to flow of traffic so as to produce regular corrugations not over 1/16 of an inch deep.
 2. Paving: Provide coarse, nonslip finish by scoring surface with stiff-bristled broom perpendicular to flow of traffic so as to produce regular corrugations not over 1/16 of an inch deep.
- C. Do not remove forms for 24 hours after concrete has been placed. After form removal, clean ends of joints and point up minor honeycombed areas. Remove and replace areas or sections with major defects, as directed by Owner.
- D. Protect and cure finished concrete paving using either membrane curing compound or moist-curing methods described in "water-curing" section of ACI 308.

3.4 CLEANING AND ADJUSTING

- A. The Contractor shall certify in writing that placement is in accordance with specification requirements.

- B. Sweep concrete pavement and wash free of stains, discolorations, dirt, and other foreign material just prior to final inspection.
- C. Protect concrete from damage until acceptance of work. Exclude traffic from pavement for at least 14 days after placement. When construction traffic is permitted, maintain pavement as clean as possible by removing surface stains and spillage of materials.

3.5 FIELD QUALITY CONTROL

- A. Field quality control tests specified herein will be conducted by the Owner's Independent Testing Laboratory at no cost to the Contractor. The Contractor shall perform additional testing as considered necessary by the Contractor for assurance of quality control. Retesting required as a result of failed initial tests shall be at the Contractor's expense.
- B. Field testing, frequency, and methods may vary as determined by and between the Owner, the City, and the Owner's Independent Testing Laboratory.
- C. Review the Contractor's proposed materials and mix design for conformance with specifications.
- D. Perform testing in accordance with ACI 301 and testing standards listed herein.
- E. Strength Tests:
 1. Secure composite samples in accordance with ASTM C 172. Sample at regularly spaced intervals from middle portion of the batch. Sampling time shall not exceed 15 minutes.
 2. Mold and cure specimens in accordance with ASTM C 31.
 - a. A minimum of four concrete test cylinders shall be taken for every 100 cubic yards or less of each class of concrete placed each day and not less than once for each 5000 square feet of paved area unless further restricted by the owner, the city, or the Independent Testing Laboratory.
 - b. During the initial 24 hours (plus or minus 8 hours) after molding, the temperature immediately adjacent to the specimens shall be maintained in the range of 60 to 80 degrees F. Control loss of moisture from the specimens by shielding from the direct rays of the sun and from radiant heating devices.
 - c. Specimens transported prior to 48 hours after molding shall not be demolded, but shall continue initial curing at 60 to 80 degrees F until time for transporting.
 - d. Specimens transported after 48 hours age shall be demolded in 24 hours (plus or minus 8 hours). Curing shall then be continued but in saturated limewater at 73.4 degrees (plus or minus 3 degrees F) until the time of transporting.
 - e. Wet cure cylinders under controlled temperature until testing.
 3. Test cylinders in accordance with ASTM C 39.
 - a. Date test cylinders and number consecutively. Give each cylinder of each set an identifying letter (i.e. A, B, C, D). Prepare a sketch of the building plan for each test set identifying location of placed concrete.
 - b. Test one cylinder (A) at 7 days for information. If the compressive strength of the concrete sample is equal to or above the 28 day specified strength, test another cylinder (B) at 7 days. The average of the breaks shall constitute the compressive strength of the concrete sample.
 - c. Test two cylinders (B and C) at 28 days and the average of the breaks shall constitute the compressive strength of the concrete sample.
 - d. Retain fourth cylinder (D) for further testing if needed, but do not retain cylinder more than 60 days.
 4. Evaluation and Acceptance:
 - a. Strength level of concrete will be considered satisfactory if the average of all sets of three consecutive strength tests equal or exceed specified strength and no individual strength test (average of two cylinders) results are below specified compressive strength by more than 500 psi.
 - b. Complete concrete work will not be accepted unless requirements of ACI 301, have been met, including dimensional tolerances, appearance, and strength of structure.
 - c. Where average strength of cylinders, as shown by tests is not satisfactory, the Owner and City reserves the right to require Contractor to provide improved curing conditions of temperature and moisture to secure required strength.

- F. Slump Test: Conduct slump test for each cylinder set taken in accordance with ASTM C 143. Make additional slump tests for every other load from a stationary mixer or truck to test consistency. Sampling shall be in accordance with ASTM C 172.
- G. Air Content: Conduct air content test for each cylinder set for concrete exposed to freeze-thaw in accordance with ASTM C 231, ASTM C 173, or ASTM C 138. Indicate test method on report. Make test at same time as slump test.
- H. Unit Weight: ASTM C 138.
- I. Temperature Test: Conduct temperature test for each cylinder set taken in accordance with ASTM C 1064. Test hourly when air temperature is 40 F and below or 80 F and above. Determine temperature of concrete sample and ambient air for each strength test.
- J. In addition to required information noted previously in this Section, record the following information on concrete compression reports:
 - 1. Test cylinder number and letter.
 - 2. Specific foundations or structures covered by this test.
 - 3. Proportions of concrete mix or mix identification.
 - 4. Maximum size coarse aggregate.
 - 5. Specified compressive strength.
 - 6. Tested compressive strength.
 - 7. Slump, air-content (when applicable) and concrete temperature.
 - 8. Concrete plastic unit weight.
 - 9. Concrete Temperature.
 - 10. Elapsed time from batching at plant to discharge from delivery truck at project.
 - 11. Date and time concrete was placed.
 - 12. Ambient temperature, wind speed, and relative humidity during concrete placement.
 - 13. Name of technician securing samples.
 - 14. Curing conditions for concrete strength test specimens (field and laboratory).
 - 15. Date strength specimens transported to laboratory.
 - 16. Age of strength specimens when tested.
 - 17. Type of fracture during test.
- K. At the start of each day's mixing, report any significant deviations from approved mix design including temperature, moisture and condition of aggregate.
- L. Certify each delivery ticket of concrete. Report type of concrete delivered, amount of water added and time at which cement and aggregate were loaded into truck, and time at which concrete was discharged from truck
- M. In Place Pavement Testing: The Owner's Independent Testing Laboratory will randomly core pavement at minimum rate of 1 core per 20,000 sq. ft of pavement or as recommended by the Public Works Director. Cores will be sampled and tested in accordance with ASTM C 42. Core will be tested for thickness and quality of aggregate distribution. Core holes shall be patched by the Contractor immediately with Portland cement concrete and shall be finished to provide level surface as specified herein.
- N. Additional Tests: Additional in-place tests shall be conducted as directed by the Owner, Public Works Director, or Civil Engineering Consultant when specified concrete strengths and other characteristics have not been attained in the structures.

END OF SECTION

SECTION 02770 - CURBS AND SIDEWALKS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. Portland cement concrete curb, gutter, and sidewalk.
- B. Related Sections
 - 1. Section 02300 – Earthwork: Preparation of subgrades.

1.2 REFERENCES

- A. American Concrete Institute (ACI)
 - 1. ACI 305R - Hot Weather Concreting
 - 2. ACI 306R - Standard Specification for Cold Weather Concreting
 - 3. ACI 308 - Standard Practice for Curing Concrete
- B. American Standards for Testing and Materials (ASTM) latest edition
 - 1. ASTM A185 - Steel Welded Wire Fabric, Plain, for Concrete Reinforcement
 - 2. ASTM A615 - Deformed and Plain Billet-Steel for Concrete Reinforcement
 - 3. ASTM C94 - Ready-Mixed Concrete
 - 4. ASTM C260 - Air-Entraining Admixtures for Concrete
 - 5. ASTM C309 - Liquid Membrane-Forming Compounds for Curing Concrete
 - 6. ASTM D994 - Preformed Expansion Joint Filler for Concrete (Bituminous)
 - 7. ASTM D1190 - Concrete Joint Sealer, Hot Poured, Elastic Type
 - 8. ASTM D1751 - Performed Expansion Joint Fillers for Concrete Paving and Structural Construction (Non-extruding and Resilient Bituminous Types)
 - 9. ASTM D2628 - Preformed Polychloroprene Elastomeric Joint Seals for Concrete Pavements
- C. Federal Specifications (FS)
 - 1. FS HH-F-341 - Fillers, Expansion Joint: Bituminous (Asphalt & Tar)
- D. State Highway Department Standard Specifications

1.3 SUBMITTALS

- A. Submit materials certificate from materials producer and Contractor, certifying that materials comply with, or exceed requirements specified herein to the Engineering Consultant of Record and the Independent Testing Laboratory for review and approval and within 7 calendar days after receipt of Notice-to-Proceed, submit for approval, certified laboratory test data or manufacturers certificates and data for the following items:
 - 1. Portland cement concrete mix
 - 2. Aggregate gradations
 - 3. Preformed expansion joint filler
 - 4. Field molded/poured sealant
 - 5. Dowel bars
 - 6. Expansion sleeves
 - 7. Tie bars
 - 8. Reinforcing steel bars
 - 9. Welded wire fabric
 - 10. Air entraining admixtures
 - 11. Water-reducing and set-retarding admixtures (if used)

1.4 QUALITY ASSURANCE

- A. Establish and maintain required lines and elevations.
- B. Check surface areas at intervals necessary to eliminate ponding areas. Remove and replace unacceptable work as directed by Owner.

1.5 PROJECT CONDITIONS

- A. Maintain access for vehicular and pedestrian traffic as required for other construction activities. Utilize temporary striping, flagmen, barricades, warning signs, and warning lights as required.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Concrete: Nebraska Department of Transportation (NDOT) 47B-3500 Concrete. Mix concrete and deliver in accordance with ASTM C94.
 - 1. Design mix shall produce normal weight concrete consisting of Portland cement, aggregate, water-reducing admixture, air-entraining admixture, and water to produce following:
 - a. Compressive Strength: 3,500 psi, minimum at 28 days, unless otherwise indicated on Construction Drawings.
 - b. Slump Range: 2"-4" for hand placed concrete, 1-1/4" to 3" for machine placed (slipform) concrete
 - c. Air Entrainment: 5 to 7.5 percent
- B. Forms: Steel, wood, or other suitable material of size and strength to resist movement during concrete placement and to retain horizontal and vertical alignment until removal. Use straight forms, free of distortion and defects. Use flexible spring steel forms or laminated boards to form radius bends as required. Coat forms with nonstaining type of coating that will not discolor or deface surface of concrete.
- C. Welded Wire Mesh: Welded plain cold-drawn steel wire fabric, ASTM A185, AASHTO M55/M 55M. Furnish in flat sheets.
- D. Reinforcing Bars: Deformed steel bars, ASTM A615, Grade 60.
- E. Portland Cement: ASTM C150, Type IP
- F. Joint Fillers: Resilient pre-molded bituminous impregnated fiberboard units complying with AASHTO M 213; ASTM D994, D1751, D2628; FS HH-F-341, Type II, Class A.
- G. Joint Sealants: ASTM C920, non-priming, pourable, self-leveling polyurethane; Acceptable sealants – NDOT Approved Products List.
- H. Aggregate: ASTM C33; NDOT Specifications; Fine Aggregate Gradation: Table 1033.02 A &B, Coarse Aggregate Gradation: Table 1033.03 A & B.
- I. Water: Clean and potable
- J. Dowel Bars: ASTM A615, grade 60, and plain steel bars.
- K. Air Entraining Mixture: ASTM C260; Acceptable Products - NDOT Approved Products List.
- L. Curing Compound: ASTM C309; AASHTO M 148, Type 2; Acceptable Products - NDOT Approved Products List.
- M. Joint Backer Rods: Acceptable Products - NDOT Approved Products List.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Begin paving work only after unsuitable areas have been corrected and are ready to receive paving.
- B. Remove loose material from compacted base material surface to produce firm, smooth surface immediately before placing concrete.

3.2 INSTALLATION

A. Form Construction

- 1. Set forms to required grades and lines, rigidly braced and secured.
- 2. Install sufficient quantity of forms to allow continuance of work and so that forms remain in place minimum of 24 hours after concrete placement.
- 3. Check completed formwork for grade and alignment to following tolerances:
 - a. Top of forms not more than 1/8-inch in 10'-0".
 - b. Vertical face on longitudinal axis, not more than 1/4-inch in 10'-0".
- 4. Clean forms after each use and coat with form release agent as often as required to ensure separation from concrete without damage.

- B. Reinforcement: Fasten reinforcing bars or welded wire fabric (if required) accurately and securely in place with suitable supports and ties. Remove from reinforcement all dirt, oil, loose mill scale, rust, and other substances that will prevent proper bonding of the concrete to the reinforcement.

C. Concrete Placement

- 1. Concrete shall be mixed and placed when the air temperature in the shade and away from artificial heat is a minimum of 35 degrees F and rising. Hot and cold weather concreting shall be in accordance with ACI 305R and 306R, respectively.
- 2. Do not place concrete until base material and forms have been checked for line and grade. Moisten base material if required to provide uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until set at required finish elevation and alignment.
- 3. Place concrete using methods that prevent segregation of mix. Consolidate concrete along face of forms and adjacent to transverse joints with mechanical vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Consolidate with care to prevent dislocation of reinforcing, dowels, and joint devices.
- 4. Deposit and spread concrete in continuous operation between transverse joints, as far as possible. If interrupted for more than 1/2 hour, place construction joint. Automatic machine may be used for curb and gutter placement. Machine placement shall be at required cross section, line, grade, finish, and jointing as specified for formed concrete. If results are not acceptable, remove and replace with formed concrete as specified herein.

D. Joint Construction

- 1. Contraction Joints: Construct concrete curb or combination concrete curb and gutter, where specified on Construction Drawings, in uniform sections of length specified on Construction Drawings. Form joints between sections either by steel templates, 1/8-inch in thickness, of length equal to width of curb and gutter, and with depth which will penetrate at least 2-inches below surface of curb and gutter; or with 3/4-inch thick performed expansion joint filler cut to exact cross section of curb and gutter; or by sawing to depth of at least 2-inches while concrete is between 4 and 24 hours old. If steel templates are used, they shall be left in place until concrete has set enough to hold its shape, but shall be removed while forms are still in place.
- 2. Longitudinal Construction Joints: Tie concrete curb or combination concrete curb and gutter, where specified on Construction Drawings, to concrete pavement with 1/2-inch round deformed reinforcement bars of length and spacing shown on Construction Drawings.
- 3. Transverse Expansion Joints: Concrete curb, combination concrete curb and gutter, or concrete sidewalk shall have filler cut to exact cross section of curb, gutter or sidewalk. Joints shall be similar to type of expansion joint used in adjacent pavement.

- E. Joint Fillers: Extend joint fillers full-width and depth of joint, and not less than 1/2-inch or more than 1-inch below finished surface where joint sealer is indicated. Furnish joint fillers in 1-piece lengths for full width being placed, wherever possible. Where more than 1 length is required, lace or clip joint filler sections together.
- F. Joint Sealants: Install in accordance with manufacturer's recommendations.

3.3 CONCRETE FINISHING

- A. After striking off and consolidating concrete, smooth surface by screeding and floating. Adjust floating to compact surface and produce uniform texture. After floating, test surface for trueness with 10'-0" straightedge. Distribute concrete as required to remove surface irregularities, and refloat repaired areas to provide continuous smooth finish.
- B. Work edges of sidewalks, gutters, back top edge of curb, and formed joints with edging tool, rounding edge to 1/2-inch radius. Eliminate tool marks on concrete surface. After completion of floating and trowelling, when excess moisture or surface sheen has disappeared, complete surface finishing, as follows:
 - 1. Curbs, gutters, and sidewalks: Broom finish by drawing fine-hair broom across surface perpendicular to flow of traffic. Repeat operation as necessary to produce fine line texture.
- C. Do not remove forms for 24 hours after concrete has been placed. After form removal, clean ends of joints and point up minor honeycombed areas. Remove and replace areas or sections with major defects as directed Owner.
- D. Protect and cure finished concrete paving using acceptable moist-curing methods in accordance with "water-curing" section of ACI 308.

3.4 BACKFILL

- A. After concrete has set sufficiently, spaces on either side of concrete curb, combination concrete curb and gutter, or concrete sidewalk shall be refilled to required elevation with suitable material compacted in accordance with Section 02300.

3.5 CLEANING AND PROTECTION

- A. Sweep concrete pavement and wash free of stains, discolorations, dirt, and other foreign material just prior to final inspection.
- B. Protect concrete from damage until acceptance of work. Exclude traffic from pavement for at least 14 days after placement. When construction traffic is permitted, maintain pavement as clean as possible by removing surface stains and spillage of materials.

END OF SECTION

SECTION 03200 - CONCRETE REINFORCEMENT

PART 1 GENERAL

1.1 WORK INCLUDED

- A. Reinforcing steel bars, welded steel wire fabric, fabricated steel bar for cast-in-place concrete.
- B. Support chairs, bolsters, bar supports, and spacers for supporting reinforcement.

1.2 RELATED WORK

- A. Section 03300 – Cast-in-Place Concrete.

1.3 REFERENCES

- A. ACI 301 - Specifications for Structural Concrete for Buildings.
- B. ACI 315 - Details and Detailing of Concrete Reinforcement.
- C. ANSI/ASTM A82 - Cold Drawn Steel Wire for Concrete Reinforcement.
- D. ANSI/ASTM A185 - Welded Steel Wire Fabric for Concrete Reinforcement.
- E. ANSI/ASTM A497 - Welded Deformed Steel Wire Fabric for Concrete Reinforcement.
- F. ANSI/AWS D1.4 - Structural Welding Code Reinforcing Steel.
- G. ASTM A615 - Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
- H. ASTM A616 - Rail-Steel Deformed and Plain Bars for Concrete Reinforcement.
- I. ASTM A617 - Axle-Steel Deformed and Plain Bars for Concrete Reinforcement.
- J. ASTM A775 – Standard Specification for Epoxy-Coated Steel Reinforcing Rebars.
- K. ASTM A934 – Standard Specification for Epoxy-Coated Prefabricated Steel Reinforcing Bars.
- L. CRSI - Manual of Practice.
- M. CRSI 63 - Recommended Practice for Placing Reinforcing Bars.
- N. CRSI 65 - Recommended Practice for Placing Bar Supports, Specifications and Nomenclature.

1.4 QUALITY ASSURANCE

- A. Perform concrete reinforcement work in accordance with CRSI Manual of Standard Practice, and Documents 63 and 65.
- B. Conform to ACI 301.

1.5 SUBMITTALS

- A. Submit seven (7) copies of shop drawings in accordance with Section 01330.
- B. Indicate sizes, spacing, locations and quantities of reinforcing steel, wire fabric, bending and cutting

schedules, splicing, stirrup spacing, supporting and spacing devices.

1.6 COORDINATION

- A. Coordinate with placement of formwork, framed openings and other work.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Reinforcing Steel: ASTM A775/A934, 60 ksi yield grade billet-steel deformed bars; epoxy coated finish.
- B. Welded Steel Wire Fabric: ANSI/ASTM A497 deformed type; in flat sheets; uncoated finish.
- C. Stirrup Steel: ASTM A82 60 ksi yield grade billet-steel deformed bars, uncoated finish.

2.2 ACCESSORY MATERIALS

- A. Tie Wire: Minimum 16 gage annealed type.
- B. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for strength and support of reinforcement during installation and placement of concrete including load bearing pad on bottom to prevent vapor barrier puncture.

2.3 FABRICATION

- A. Fabricate in accordance with ACI 318.
- B. Locate reinforcing splices not indicated on Drawings at points of minimum stress. Indicate location of splices on shop drawings.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Before placing concrete, clean reinforcement of foreign particles or coatings.
- B. Place, support, and secure reinforcement against displacement.
- C. Do not displace or damage required vapor barrier.

END OF SECTION

SECTION 03001 – CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.1 WORK INCLUDED

- A. Formwork, shoring, bracing, and anchorage.
- B. Cast-in-place concrete.

1.2 RELATED WORK

- A. Section 03200 - Concrete Reinforcement.

1.3 REFERENCES

- A. ACI 301 - Specifications of Structural Concrete for Buildings.
- B. ANSI/ASTM A185 - Welded Steel Wire Fabric for Concrete Reinforcement.
- C. ANSI/ASTM A497 - Welded Deformed Steel Wire Fabric for Concrete Reinforcement.
- D. ASTM A775 - Specification for Epoxy-Coated Steel Reinforcing Rebars.
- E. ASTM A934 - Specification for Epoxy-Coated Prefabricated Steel Reinforcing Bars.
- F. ASTM C33 - Concrete Aggregates.
- G. ASTM C94 - Ready-Mixed Concrete.
- H. ASTM C150 - Portland Cement.
- I. ASTM C260 - Air Entraining Admixtures for Concrete.
- J. ASTM C309 - Liquid Membrane-Forming Compounds for Curing Concrete.
- K. ASTM D2103 - Polyethylene Film and Sheeting.
- L. FS TT-C-800 - Curing Compound, Concrete, for New and Existing Surfaces.
- M. ASTM C618 - Fly Ash for Use as a Mineral Admixture in Portland Cement Concrete.

1.3 QUALITY ASSURANCE

- A. Perform work in accordance with ACI 301.

1.4 TESTS

- A. Testing and analysis of concrete will be performed under provisions of Section 01458.
- B. Submit seven (7) copies of proposed mix design to Engineer for review prior to commencement of work.
- C. Contractor will take cylinders and perform slump tests in accordance with ACI 301.
- D. Three concrete test cylinders will be taken for every 75 or less cu yds of each class of concrete placed each day.

- E. One additional test cylinder will be taken during cold weather and be cured on site under same conditions as concrete it represents.
- F. One slump test will be taken for each set of test cylinders taken.

1.5 SUBMITTALS

- A. Submit seven (7) copies of proposed mix design, admixtures, accessories, and curing materials under provisions of Section 01330.

PART 2 PRODUCTS

2.1 FORM MATERIALS

- A. Conform to ACI 301.

2.2 CONCRETE MATERIALS

- A. Cement: ASTM C150, normal - Type 1P Portland, grey color.
- B. Fine and Coarse Aggregates: ASTM C33.
- C. Water: Clean and not detrimental to concrete.

2.3 ADMIXTURES

- A. Air Entrainment Admixture: ASTM C260.

2.4 ACCESSORIES

- A. Non-Shrink Grout: Premixed compound with non-metallic aggregate, cement, water reducing and plasticizing agents; capable of minimum compressive strength of 7500 psi.
- B. Form Release Agent: Colorless material which will not stain concrete, absorb moisture or impair natural bonding or color characteristics of coating intended for use on concrete.

2.5 CURING MATERIALS

- A. Water: Clean and drinkable.
- B. Membrane Curing Compound: ASTM C309.
- C. Polyethylene Film: ASTM D2103, 4 mil thick, clear color.
- D. Sealer - Dustproof: L & M Construction chemicals "Super Seal #35", A.C. Horn "Duraflex", epoxy deck sealer hardener, SS-1996 Type 2.

2.6 CONCRETE MIX

- A. Mix concrete in accordance with ASTM C94.

- B. Concrete:
 - 1. Compressive Strength (7 days): 2,650 psi
 - 2. Compressive Strength (28 days): 3,500 psi
 - 3. Slump: 3 inch ∇ 1 inch
 - 4. Aggregate: 47B Sand and Gravel as specified by State of Nebraska DOR
- C. Add air entraining agent to mix for concrete exposed to freeze-thaw cycling to provide air content of 6 percent plus/minus 2 percent.

PART 3 EXECUTION

3.1 FORMWORK ERECTION

- A. Verify lines, levels, and measurement before proceeding with formwork.
- B. Hand trim sides and bottom of earth forms; remove loose dirt.
- C. Align form joints.
- D. Do not apply form release agent where concrete surfaces which may be affected by agent.
- E. Coordinate work of other sections in forming and setting openings, slots, recesses, chases, sleeves, bolts, anchors, and other inserts.
- F. When concrete is placed against gravel or crushed rock which does not contain at least 25 percent material passing a No. 4 sieve, such surfaces shall be covered with polyethylene film to protect the concrete from loss of water. Joints in the film shall be lapped at least 4 inches.

3.2 REINFORCEMENT

- A. Place, support, and secure reinforcement against displacement.

3.3 PLACING CONCRETE

- A. Notify Engineer minimum 24 hours prior to commencement of concreting operations.

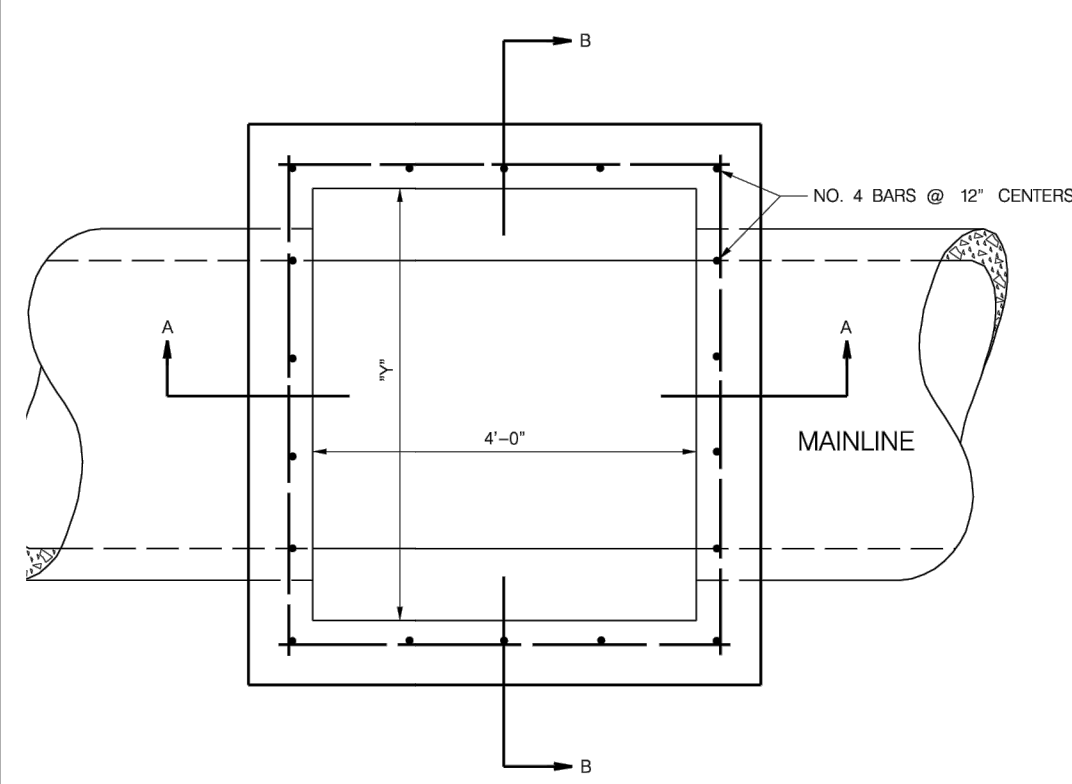
3.4 SLABS

- A. Float finish surfaces.

3.5 CURING

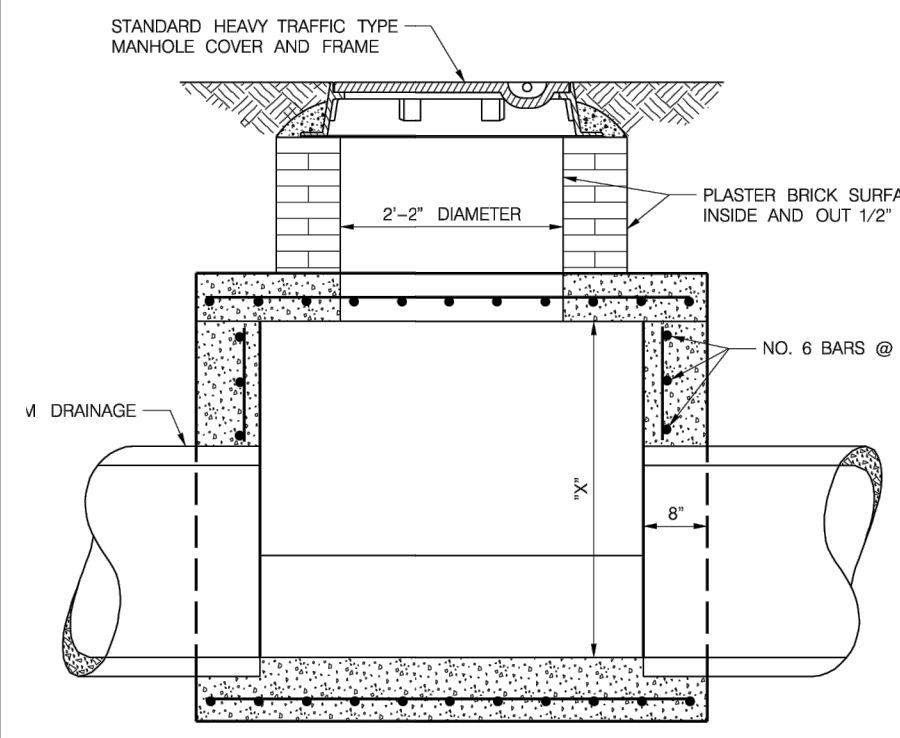
- A. Concrete shall be protected from loss of moisture by water saturation or curing for at least 7 days after placement.
- B. Concrete shall be protected against freezing for at least 7 days after placement.

END OF SECTION

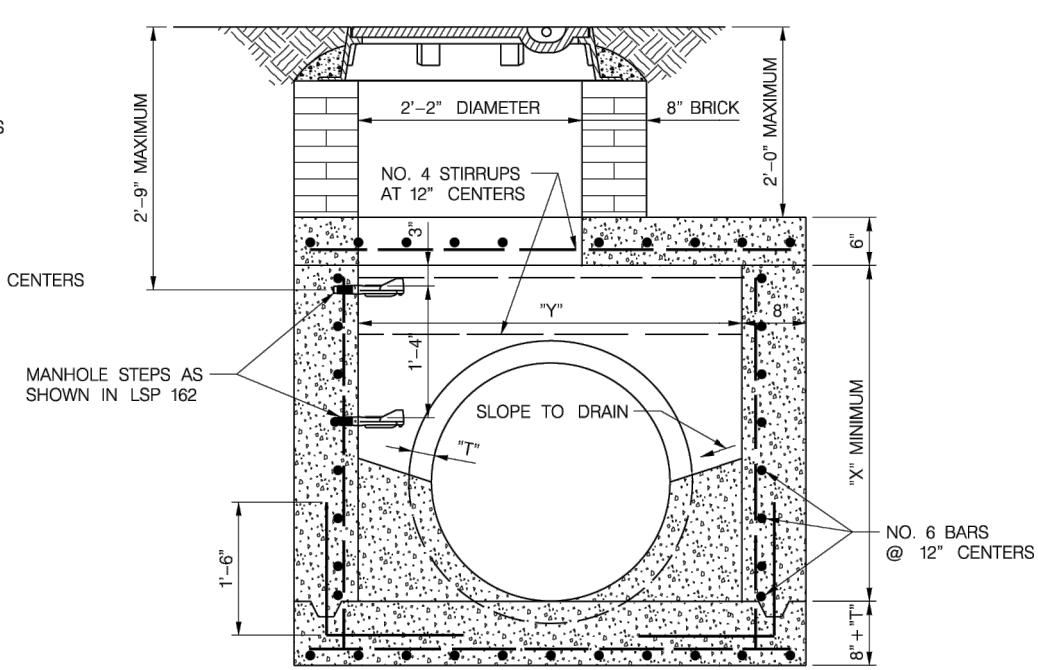


PIPE DIAMETER	PIPE WALL THICKNESS-T" (MINIMUM)	"X" (MINIMUM)	"Y"
15"-30" INC.	3 1/2"	VARIES	4'-6"
36"	4"	3'-9"	5'-0"
42"	4 1/2"	4'-0"	5'-6"
48"	5"	4'-5"	6'-0"
54"	5 1/2"	5'-0"	6'-6"
60"	6"	5'-6"	7'-0"
66"	6 1/2"	6'-1"	7'-6"
72"	7"	6'-7"	8'-3"
78"	7 1/2"	7'-2"	8'-9"

STANDARD PROCEDURES:
FOR MANHOLES IN PAVEMENT, PLACE STEPS IN WALL FARTHEST FROM GUTTER. FOR MANHOLES BEHIND CURBS, PLACE STEPS FARTHEST FROM BACK OF CURB.
"Y" IS BASED ON THE LARGEST PIPE IN OR OUT

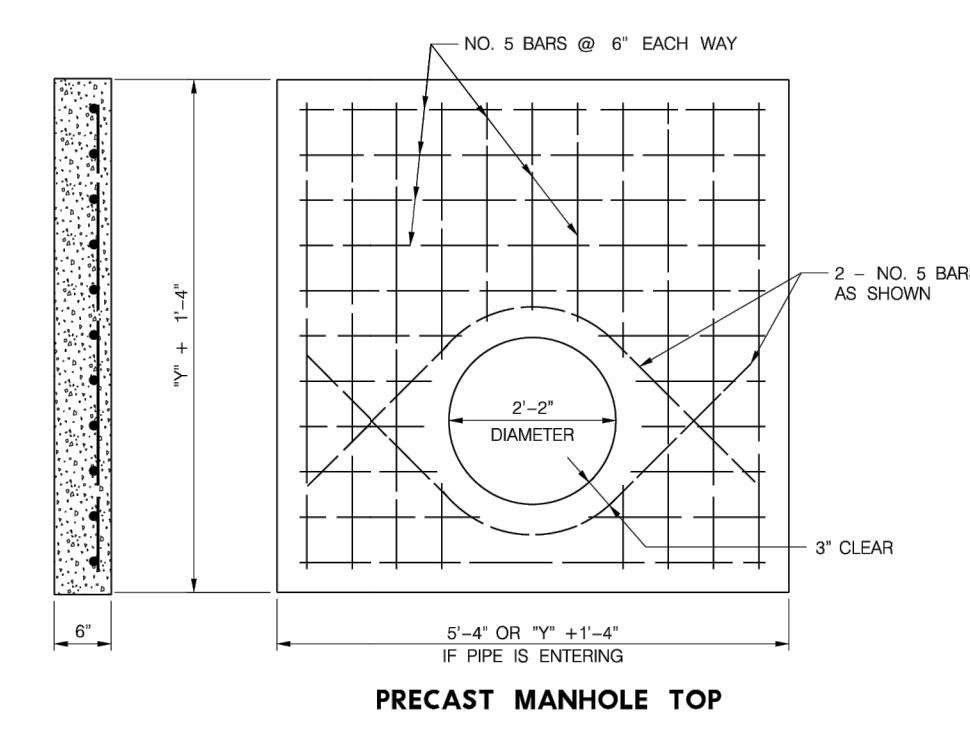


SECTION A-A



SECTION B-B

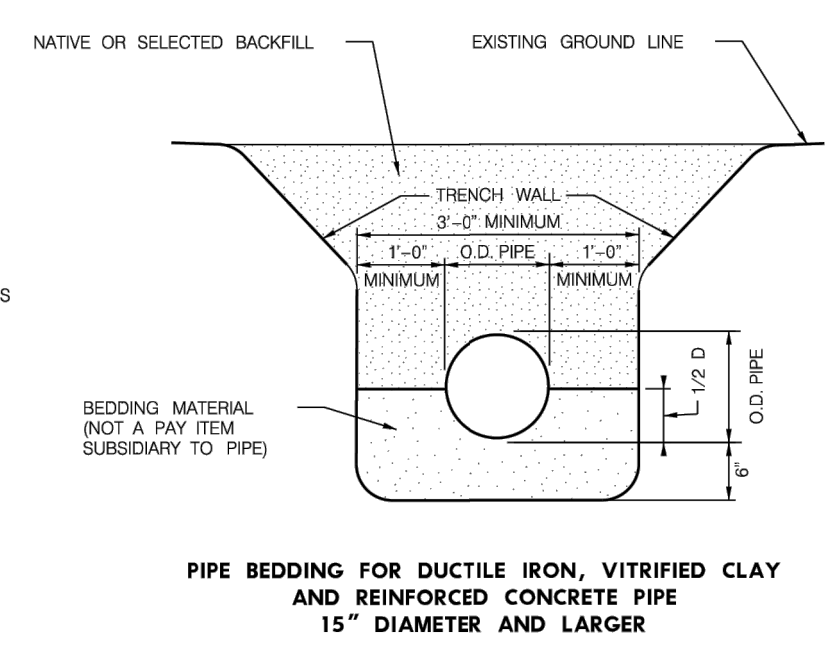
STORM DRAINAGE MANHOLES, TYPE 'M-1'



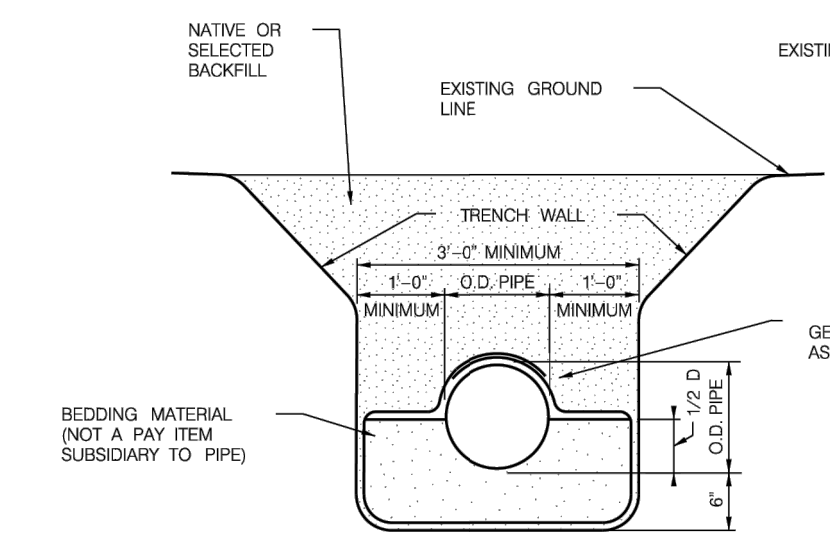
PRECAST MANHOLE TOP

GENERAL NOTES:

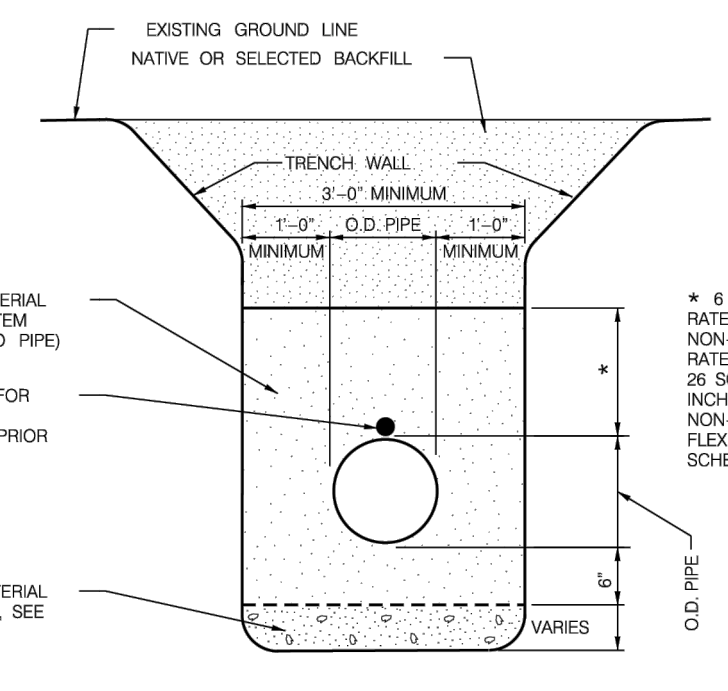
- ALL REINFORCING STEEL SHALL BE DEFORMED BARS CONFORMING TO ASTM SERIAL DESIGNATION A-305-507 AND SHALL SATISFY THE BEND TEST REQUIREMENTS FOR STRUCTURAL GRADE STEEL IN ACCORDANCE WITH THE REQUIREMENTS.
- ALL CONCRETE SHALL BE L3500
- MINIMUM DEPTH OF EMBEDMENT FOR REINFORCING STEEL SHALL BE 2" UNLESS OTHERWISE INDICATED.
- THE CAST IRON MANHOLE RING AND COVER SHALL BE SET IN A BED OF MORTAR, AND CAREFULLY ADJUSTED TO PROPOSED GRADE.
- MANHOLE RING AND COVER SHALL BE CITY OF LINCOLN HEAVY TRAFFIC TYPE.
- MANHOLE STEPS SHALL BE CITY OF LINCOLN STANDARD MANHOLE STEPS.
- ALL REINFORCING STEEL SHALL BE EPOXY COATED.



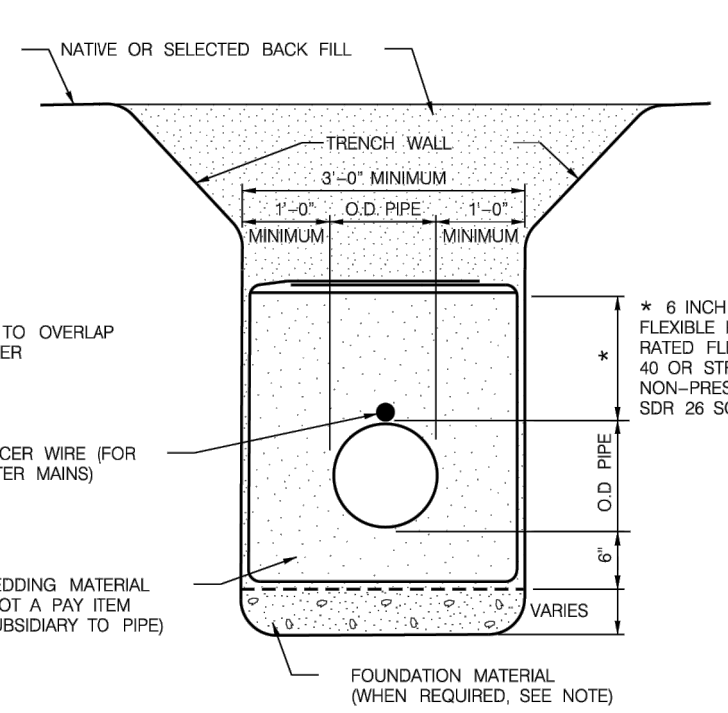
PIPE BEDDING FOR DUCTILE IRON, VITRIFIED CLAY AND REINFORCED CONCRETE PIPE 15" DIAMETER AND LARGER



PIPE BEDDING FOR DUCTILE IRON AND REINFORCED CONCRETE PIPE 15" DIAMETER AND LARGER WITH GEO-TEXTILE FABRIC

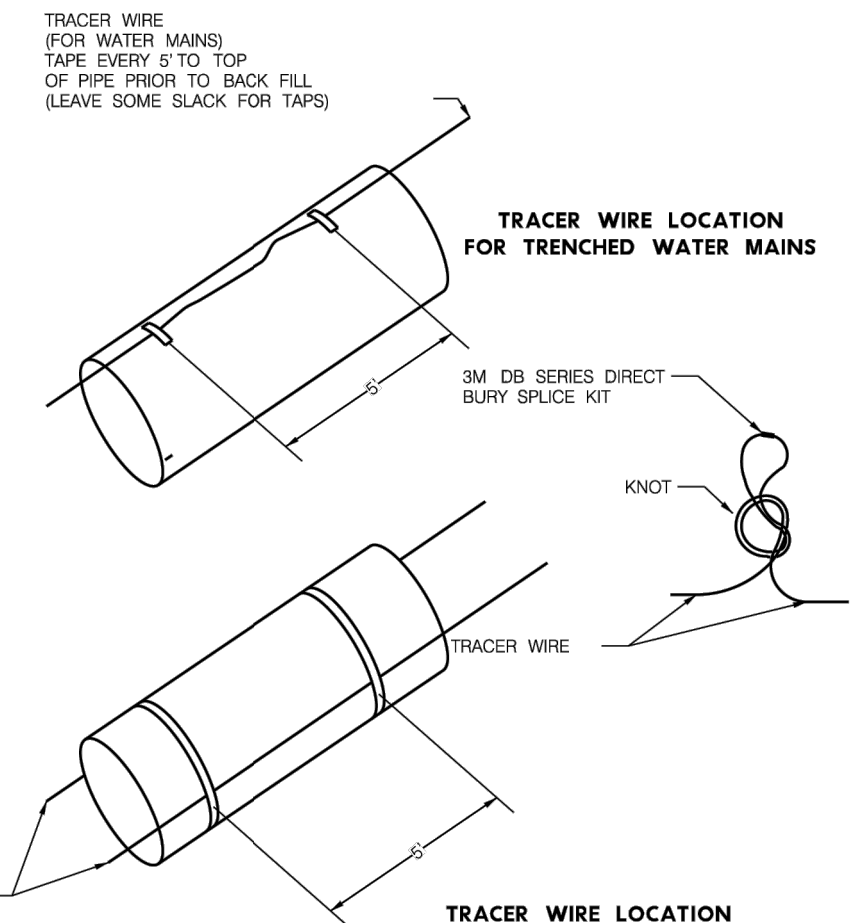


PIPE BEDDING AND FOUNDATION MATERIAL FOR ALL PIPE EXCEPT DUCTILE IRON, VITRIFIED CLAY, AND REINFORCED CONCRETE



PIPE BEDDING AND FOUNDATION MATERIAL FOR ALL PIPE EXCEPT DUCTILE IRON AND REINFORCED CONCRETE WITH GEO-TEXTILE FABRIC

PIPE BEDDING

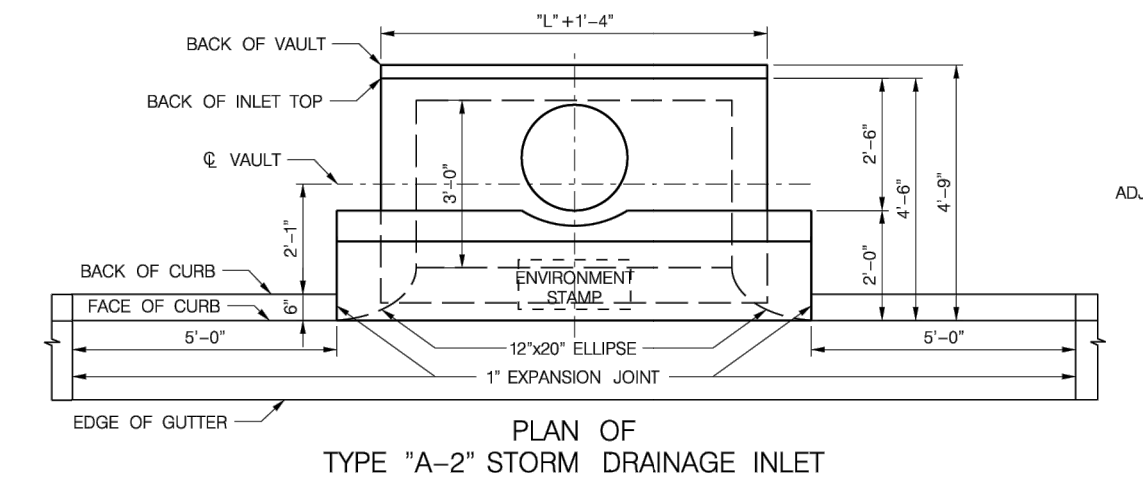


TRACER WIRE LOCATION FOR TRENCH WATER MAINS

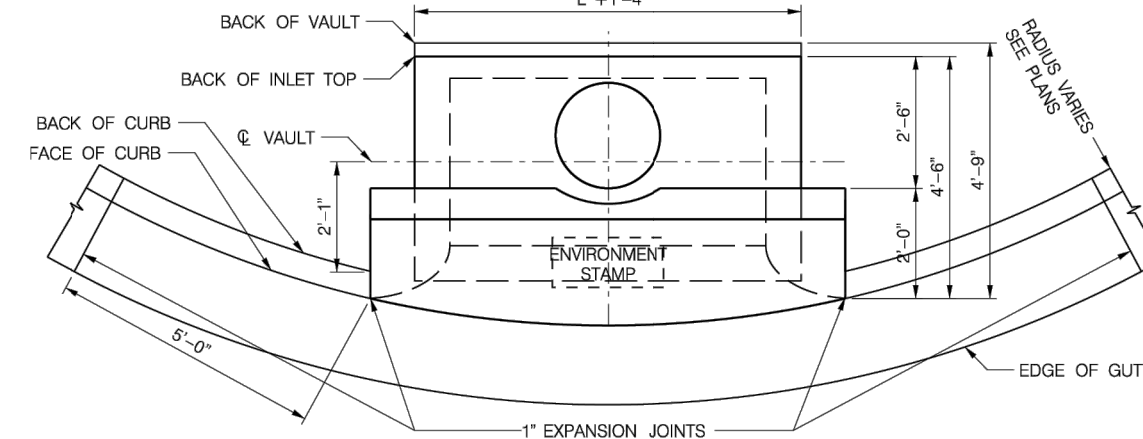
TRACER WIRE LOCATION FOR WATER MAIN BORED IN PLACE

GENERAL NOTES:

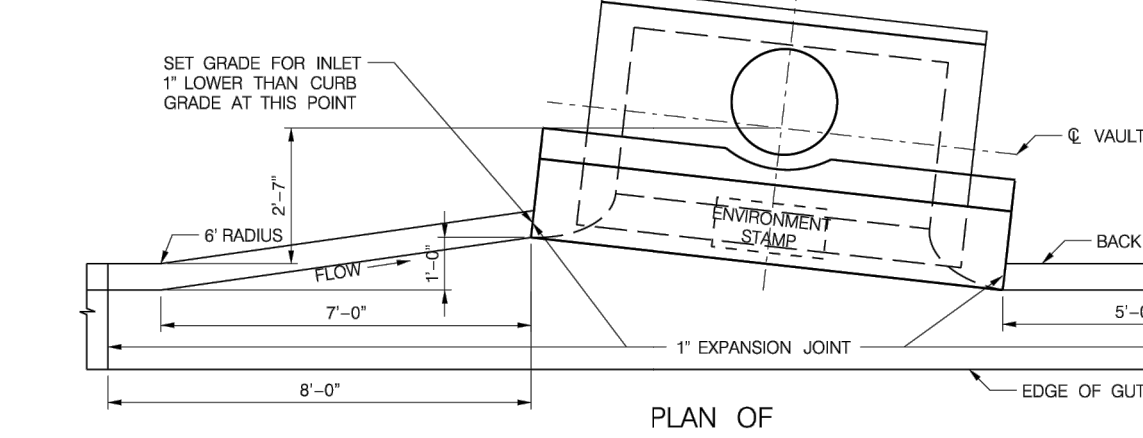
- 1. WHEN "FOUNDATION MATERIAL" IS REQUIRED/APPROVED BY THE CONTRACT ADMINISTRATION, IT SHALL BE PAID AT AN AGREED UNIT PRICE OF \$50 PER CUBIC YARD INSTALLED, BASED ON THE INCREASED DIMENSIONS OF THE MATERIAL ADDED TO STABILIZE THE TRENCH BOTTOM.
- 2. WHEN REQUIRED BY THE CITY'S PROJECT MANAGER, WATER SHALL BE ADDED TO THE MATERIAL EXCAVATED FROM THE TRENCH WHEN NECESSARY TO MEET SPECIFICATIONS. DURING COMPACTION, AT THE AGREED UNIT PRICE OF \$50 PER 100 CUBIC FEET OF WATER APPLIED TO COMPLETE THE COMPACTION.
- 3. WIRE SPLICES SHALL BE 3M DBR CONNECTORS, SEALED WITH SILICONE SEALANT OR EQUAL AND COVERED WITH SCOTCH #38 ELECTRICAL TAPE.



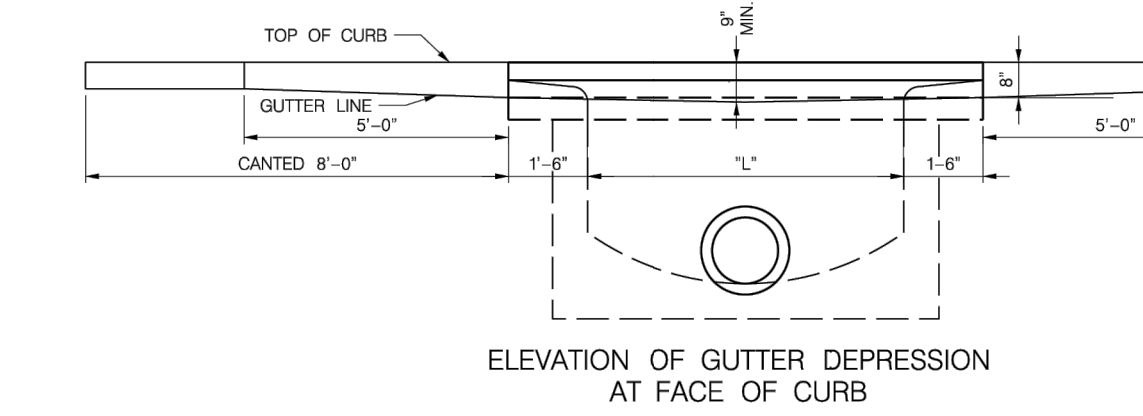
PLAN OF TYPE 'A-2' STORM DRAINAGE INLET



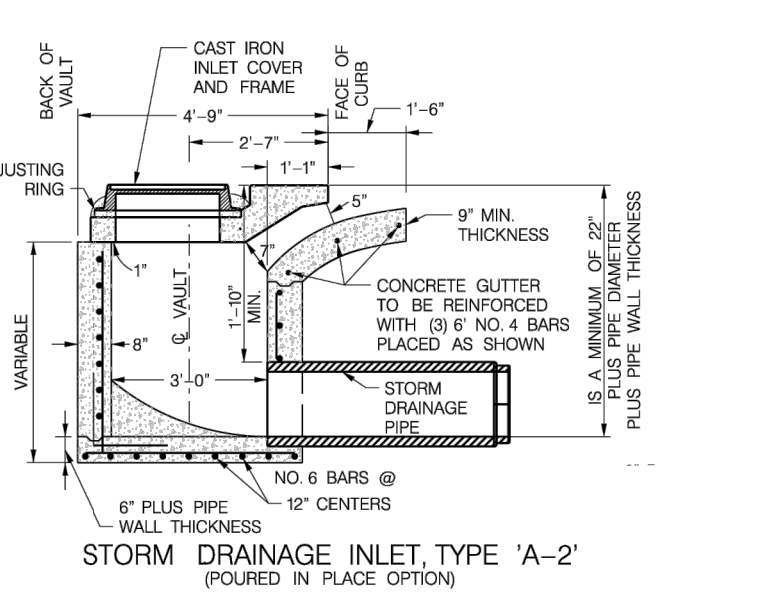
PLAN OF TYPE 'A-2' RADIUS STORM DRAINAGE INLET



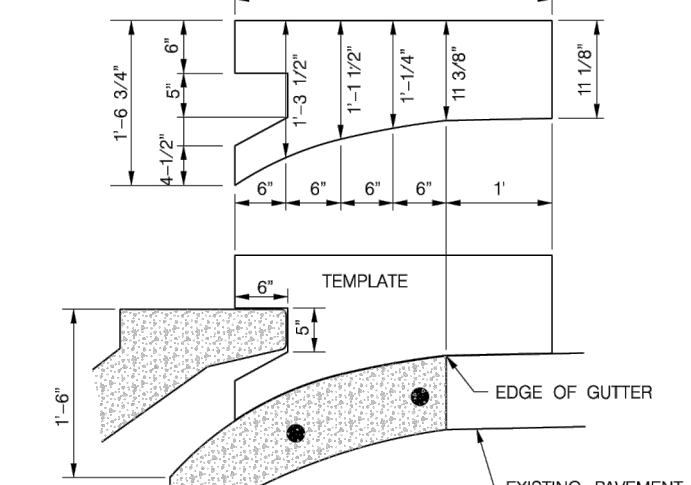
PLAN OF TYPE 'A-2' CANTED STORM DRAINAGE INLET



ELEVATION OF GUTTER DEPRESSION AT FACE OF CURB



STORM DRAINAGE INLET, TYPE 'A-2' (POURED IN PLACE OPTION)

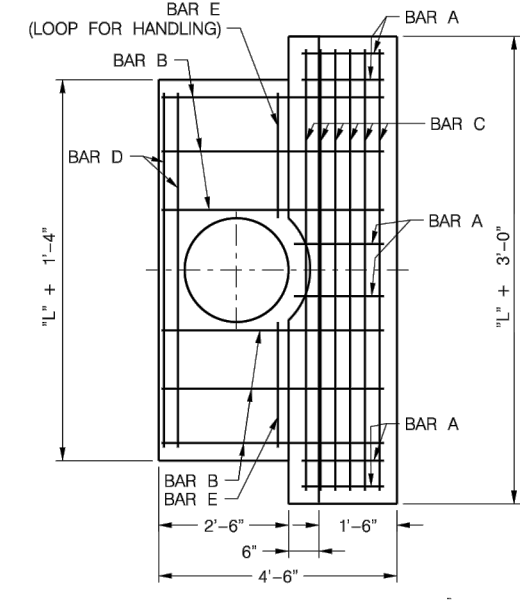


INLET THROAT DEPRESSION TEMPLATE (1/4" PLYWOOD)

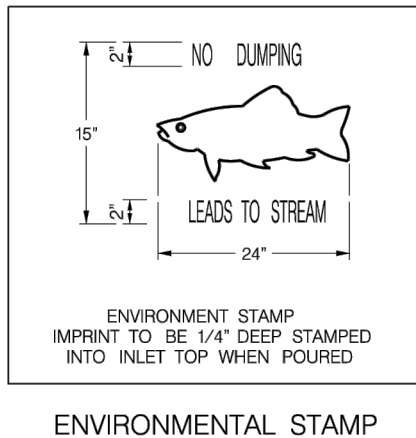
GENERAL NOTES:

- 1. ALL REINFORCING STEEL SHALL BE DEFORMED BARS CONFORMING TO A.S.T.M SERIAL DESIGNATION A-305-507 AND SHALL SATISFY THE BEND TEST REQUIREMENTS FOR STRUCTURAL GRADE STEEL IN ACCORDANCE WITH THE REQUIREMENTS.
- 2. MINIMUM DEPTH OF EMBEDMENT FOR REINFORCING STEEL SHALL BE 2" UNLESS OTHERWISE INDICATED.
- 3. ALL CONCRETE SHALL BE L3500.
- 4. INLET TOP SHALL BE PRECAST UNLESS OTHERWISE APPROVED BY THE ENGINEER.
- 5. EACH INLET TOP SHALL INCLUDE A CAST IRON INLET COVER AND FRAME.
- 6. EACH INLET SHALL INCLUDE LENGTH OF CURBS AS FOR SPECIFICATIONS.
- 7. CURB GUTTER AND GUTTER LINE ON EACH SIDE OF THE INLET TOP SHALL BE TRANSITIONED GRADUALLY TO THE INLET THROAT IN NO LESS THAN 5 FEET.
- 8. CONCRETE GUTTER DEPRESSION AT THE INLET THROAT OPENING SHALL BE CONSTRUCTED PER INLET THROAT DEPRESSION DETAIL.
- 9. INLET TOP SHALL BE PLACED SUCH THAT A MINIMUM OF 5" INLET THROAT OPENING IS ESTABLISHED PER DETAILS.
- 10. INLET TOP SHALL BE PLACED IN A MANNER THAT MINIMIZES INTERFERENCE WITH SNOW PLOW OPERATIONS. THE FACES OF ALL INLET TOPS SHALL IN NO INSTANCE PROTRUDE BEYOND THE NORMAL GUTTER LINE OR ADJACENT CURB FACES.
- 11. CURB FACES SHALL BE TRANSITIONED GRADUALLY AND UNIFORMLY TO THE INLET TOP FACE WITHIN 2 FEET OF THE INLET TOP.
- 12. ALL REINFORCING STEEL SHALL BE EPOXY COATED.
- 13. THE CAST IRON INLET COVER AND FRAME SHALL BE SET IN A BED OF MORTAR, AND CAREFULLY ADJUSTED TO PROPOSED GRADE.
- 14. THE CONCRETE GUTTER ALONG THE ENTIRE LENGTH OF THE INLET OPENING SHALL BE CONSTRUCTED TO FORM THE INLET THROAT. THE INLET THROAT SHALL BE GRADUALLY DEPRESSED FROM THE EDGE OF GUTTER TO THE INLET THROAT PER INLET THROAT DEPRESSION TEMPLATE DETAIL.
- 15. CONTRACTOR SHALL USE INLET THROAT DEPRESSION TEMPLATE HELD AGAINST THE UPPER FRONT EDGE OF INLET, TO ENSURE ADEQUATE INLET THROAT DEPRESSION ALONG THE INLET OPENING.

SCHEDULE OF REINFORCEMENT FOR PRECAST CONCRETE INLET TOP				
BAR	SHAPE	INLET OPENING = "L"		
		No.	Length	
A	8	6	1'-9 1/2"	
B	8	10	4'-6"	
C	8	4	8'-9"	
D	2	4	7'-0"	
E	8	2	4	3'-0"



PLAN & SECTION OF PRECAST REINFORCED CONCRETE INLET TOP



ENVIRONMENTAL STAMP

REVISIONS

NO.	DATE	DESCRIPTION

DETAILS

ETMUND ESTATES 2ND ADDITION

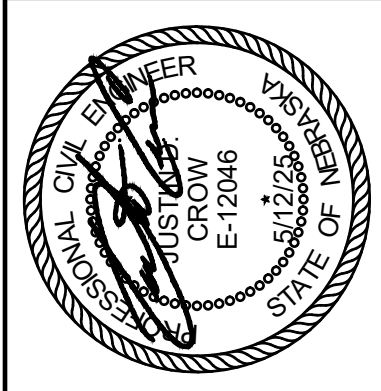
HICKMAN, NEBRASKA

2025

drawn by: ZKW
checked by: JDC
approved by: JDC
project no.: 2025-0012
date: 5/8/2025

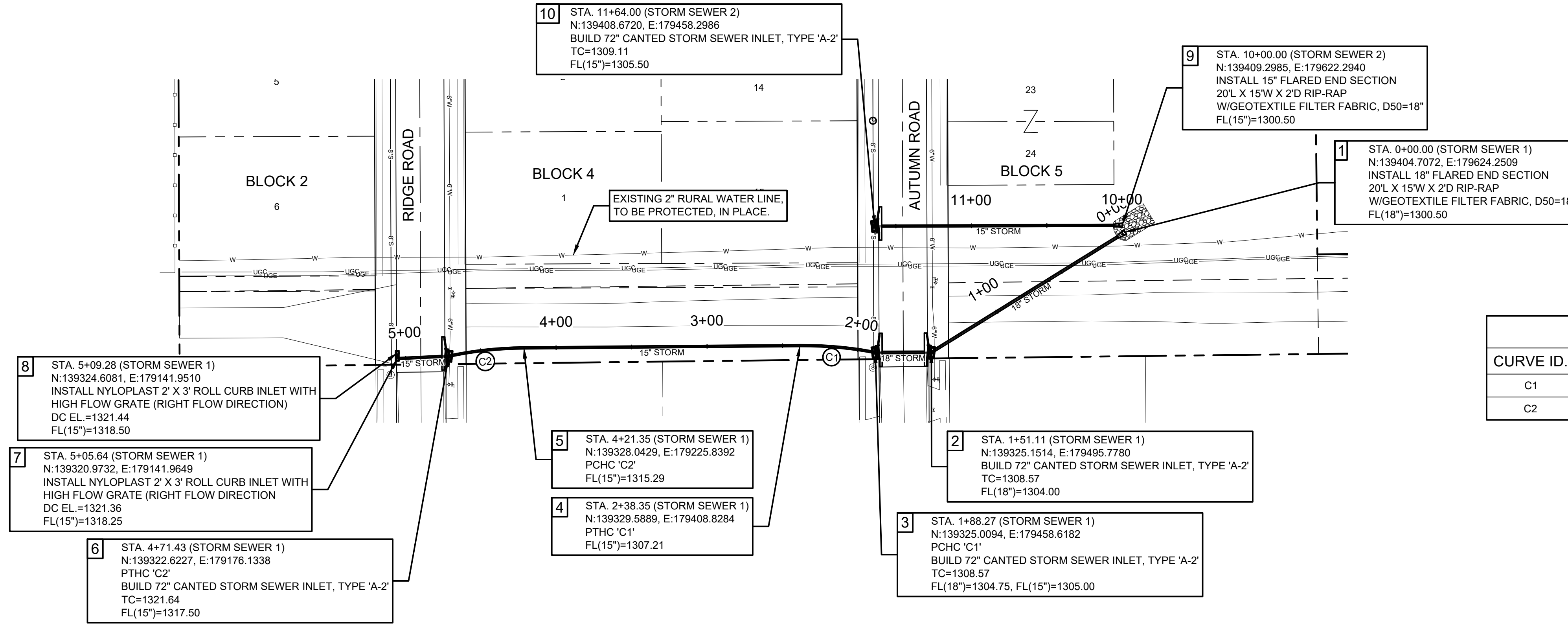
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DATE: May 12, 2025 9:33am XREFS: 250012 Background 250012 Base

Civil Design Group, Inc.
8535 EXECUTIVE WOODS DR., SUITE 200
LINCOLN, NEBRASKA 68512
Ph: 402-334-8494 Fax: 866-215-8747
NE Certificate of Authorization: CA-1648

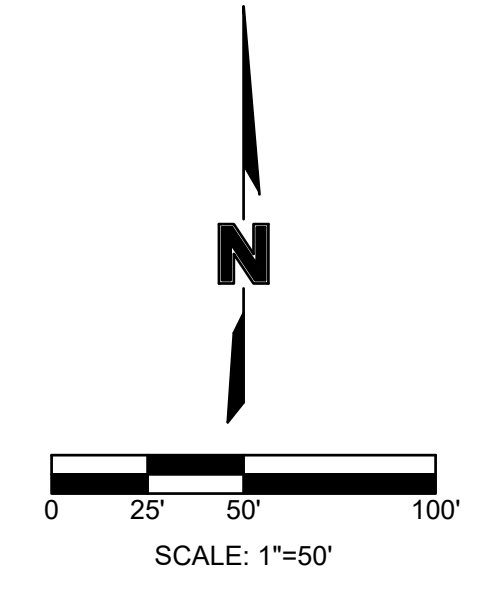


CONSULTING ENGINEERS AND LAND USE PLANNERS
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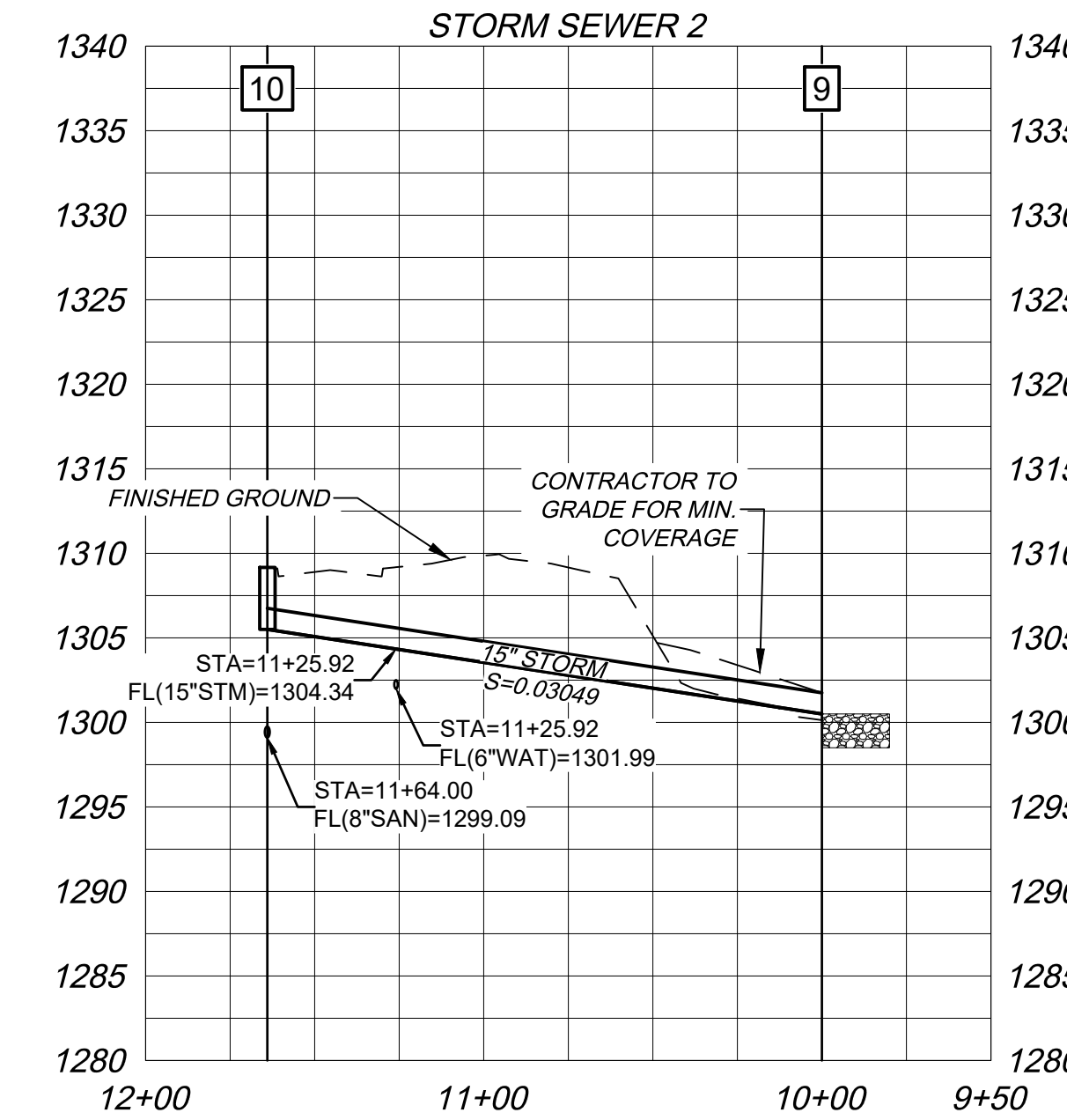
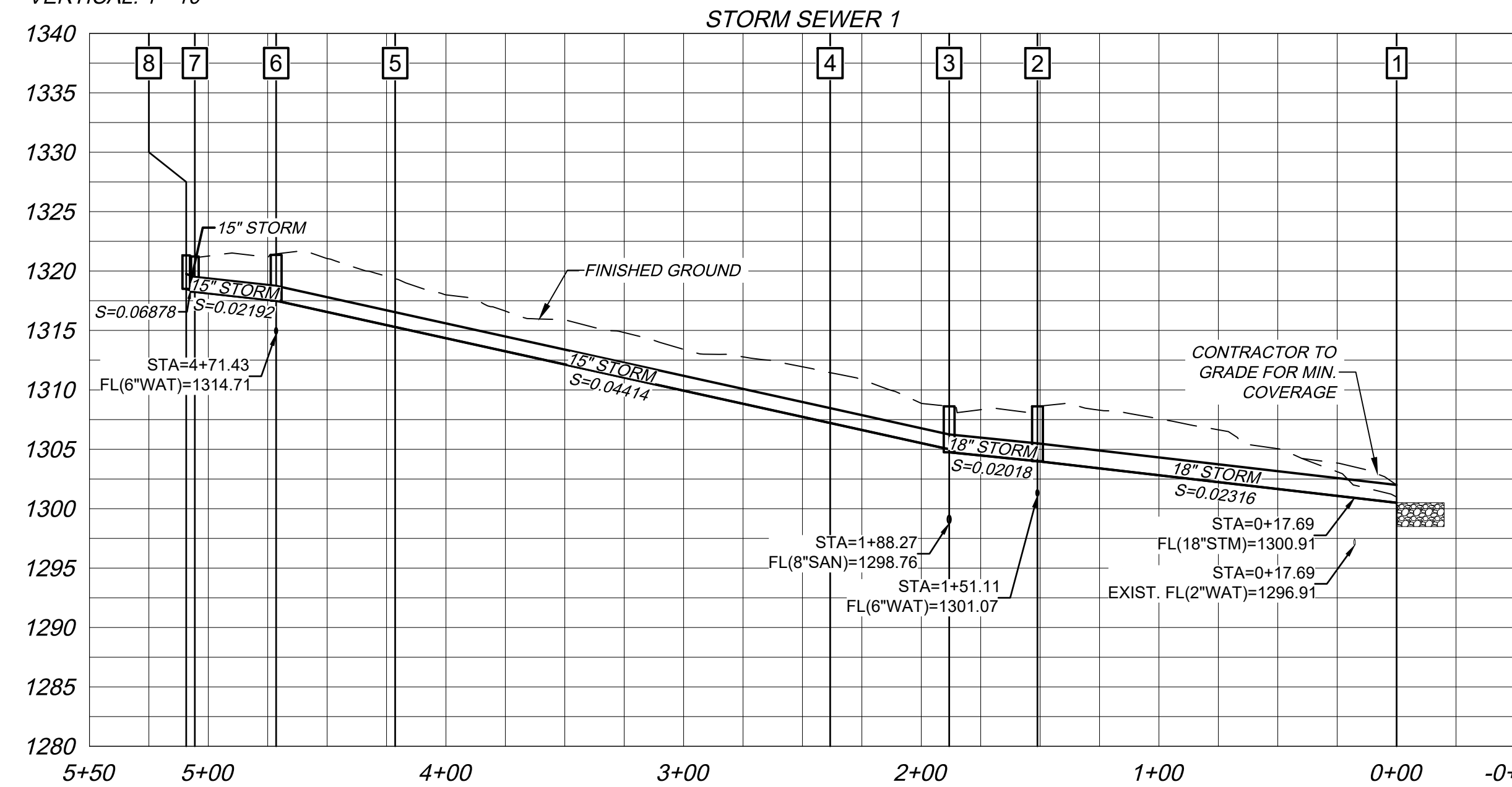
BWC: F:\Projects\2025\20250012 Landplanning\Design\250012 Storm.dwg USER: jrow 250012 Base
 DATE: May 12, 2025 9:33am XREFS: 250012 Background 250012 Base



CURVE DATA TABLE					
CURVE ID.	DELTA	RADIUS	LENGTH	TANGENT	CHORD
C1	11°28'42"	250.00	50.08	25.13	50.00
C2	11°28'42"	250.00	50.08	25.13	50.00



PROFILE SCALES:
 HORIZONTAL: 1"=50'
 VERTICAL: 1"=10'

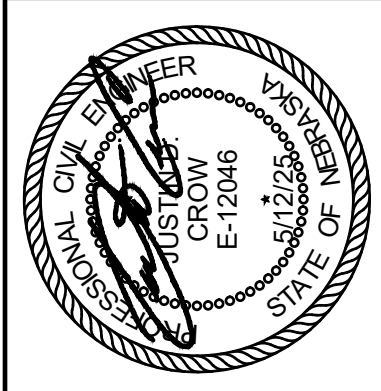


REVISIONS	
NO.	DESCRIPTION

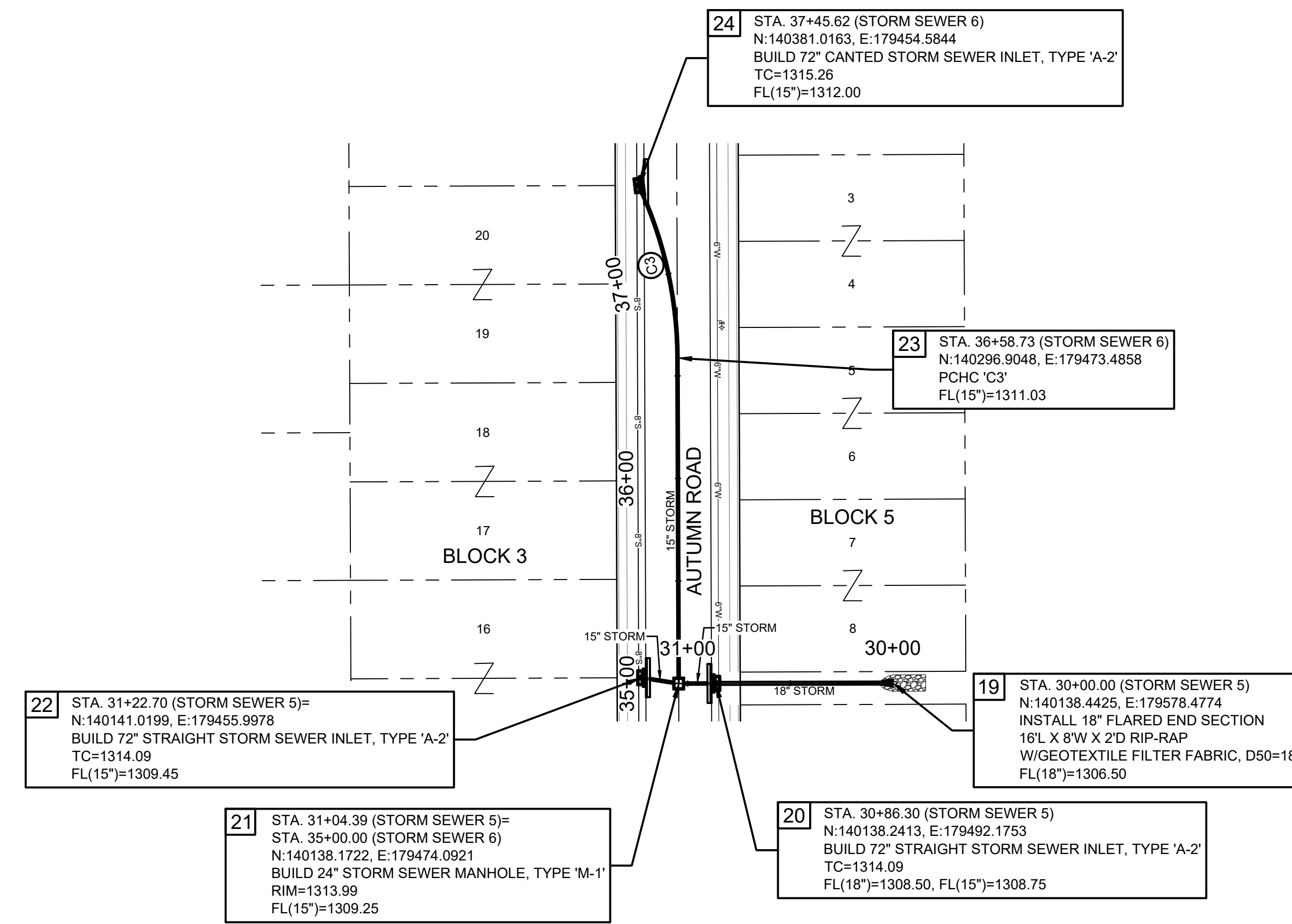
PLAN & PROFILE
 ETMUND ESTATES 2ND ADDITION
 HICKMAN, NEBRASKA

drawn by: ZKW
 checked by: JDC
 approved by: JDC
 project no.: 2025-0012
 date: 5/8/2025

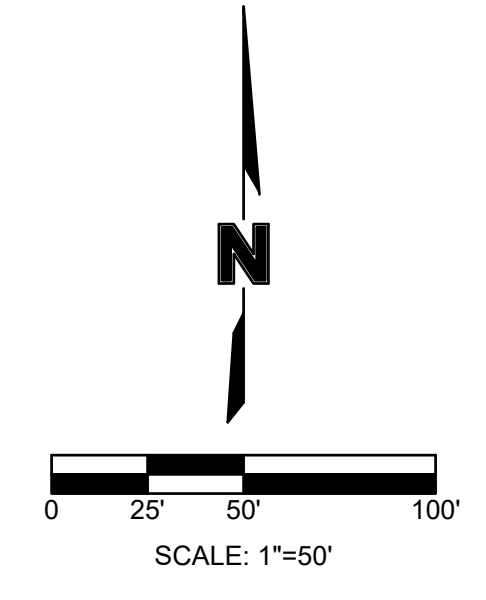
Civil Design Group, Inc.
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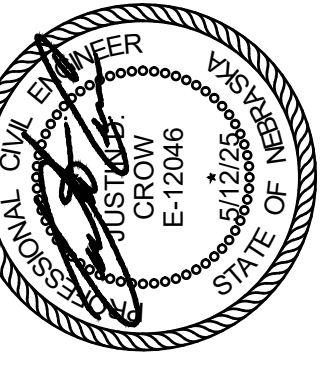
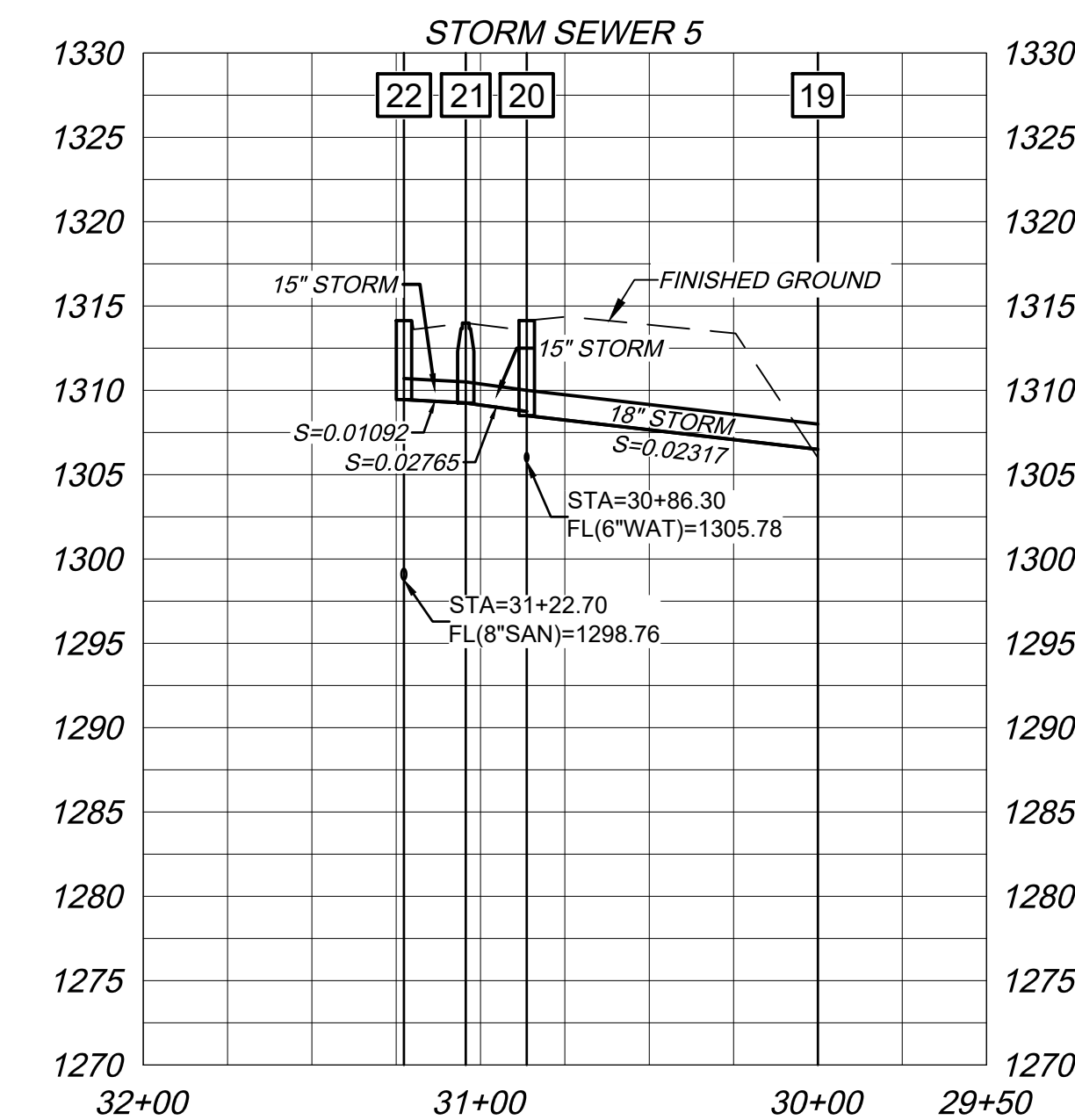
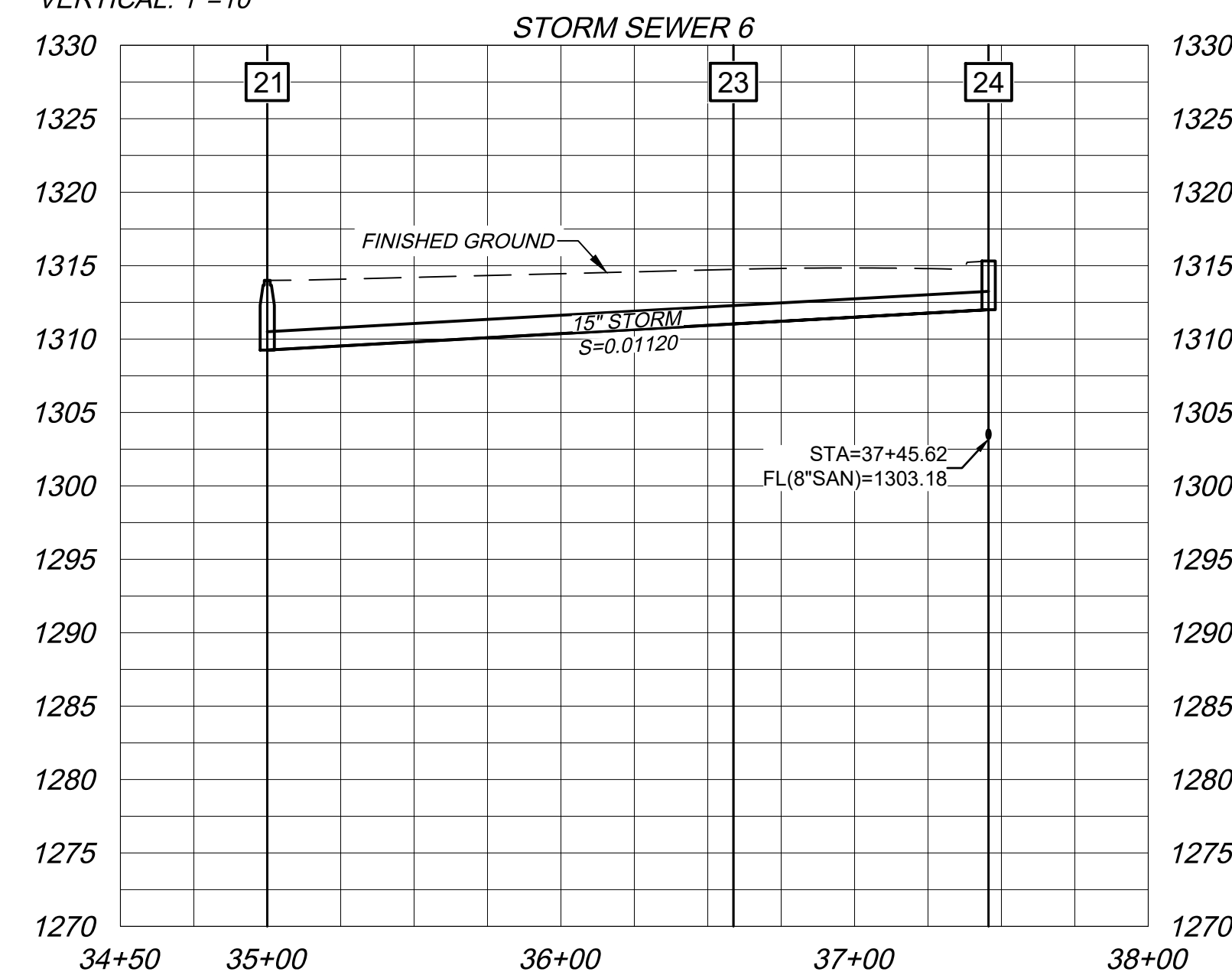
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 DATE: May 12, 2025 9:33am XREFS: 250012 Background 250012 Base



CURVE DATA TABLE					
CURVE ID.	DELTA	RADIUS	LENGTH	TANGENT	CHORD
C3	24°53'33"	200.00	86.89	44.14	86.21



PROFILE SCALES:
 HORIZONTAL: 1"=50'
 VERTICAL: 1"=10'



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REVISIONS

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PLAN & PROFILE

ETMUND ESTATES 2ND ADDITION
 HICKMAN, NEBRASKA

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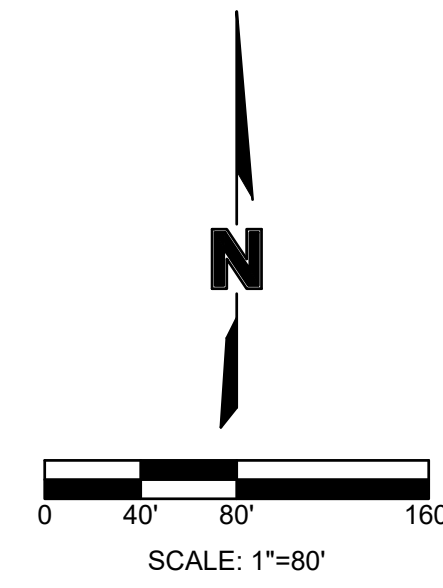
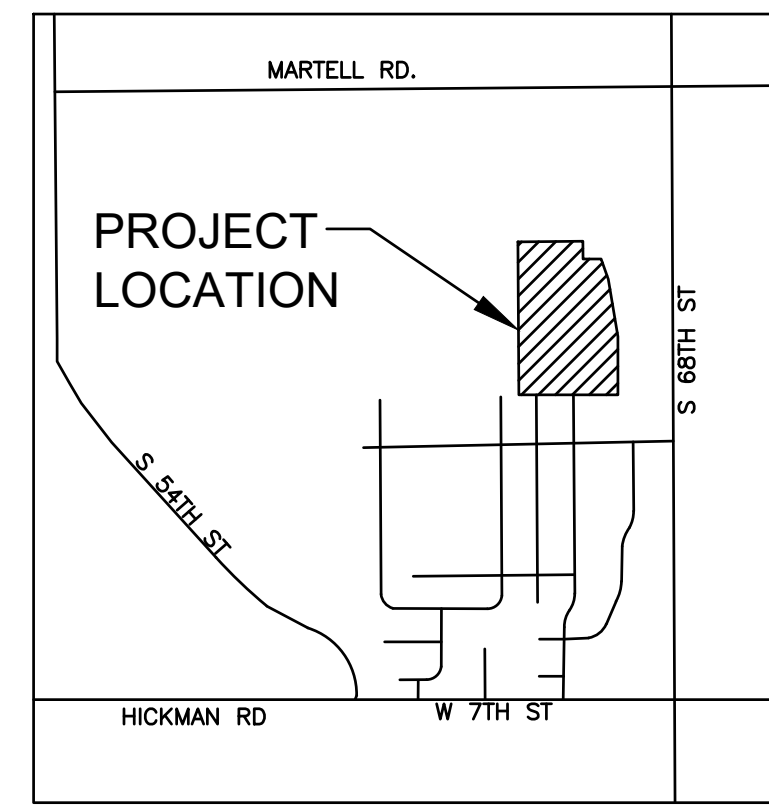
WASTEWATER SCHEDULE OF APPROXIMATE QUANTITIES			
ITEM NO.	STANDARD ITEM DESCRIPTION	UNIT	QUANTITY
20.05001	FOUND MATERIAL	CY	147.4
22.03001	TAP EX MH AND REPLACE INVERT	EA	2
22.05008	SANITARY SEWER PIPE, 8"	LF	2653
22.07003	STD MH, TY "S"	EA	6
22.07103	STD MH, TY "S" VF	VF	76.9
22.08084	WYE, 8" X 4"	EA	79
22.08201	CONSTRUCT SANITARY SEWER SERVICE	EA	79
22.08304	PIPE SEWER SERVICE, 4"	LF	2785

SANITARY SEWER GENERAL NOTES

- FOR DETAILS OF STANDARD SANITARY SEWER PIPE BEDDING, SEE DETAIL SHEET.
- FOR DETAILS OF SANITARY SEWER MANHOLE, SEE DETAIL SHEET.
- FOR DETAILS OF SANITARY SEWER SERVICES, SEE DETAIL SHEET.
- FOR DETAILS OF SANITARY SEWER CONSTRUCTION, REFERENCE THE SPECIFICATIONS PREPARED FOR THIS PROJECT.
- SANITARY SEWERS SHALL BE SEPARATED BY AT LEAST 10 FT (3.04 m) HORIZONTALLY FROM ANY EXISTING OR PROPOSED PARALLEL WATER MAINS, MEASURED EDGE TO EDGE.
- AT ALL WATER MAIN CROSSINGS, SANITARY SEWERS SHALL BE LAID AT SUCH AN ELEVATION THAT THE TOP OF THE SANITARY SEWER PIPE IS AT LEAST 18 IN (457 mm) BELOW THE BOTTOM OF THE WATER MAIN.
- REFER TO THE GEOTECHNICAL REPORT PREPARED FOR THIS SITE FOR TRENCH COMPACTION AND FILL REQUIREMENTS.

ETMUND ESTATES 2ND ADDITION

PUBLIC SANITARY SEWER



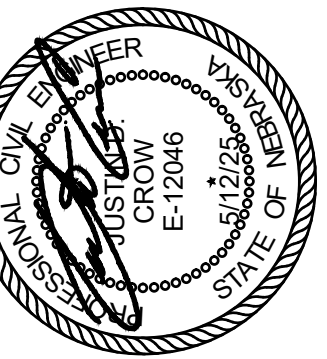
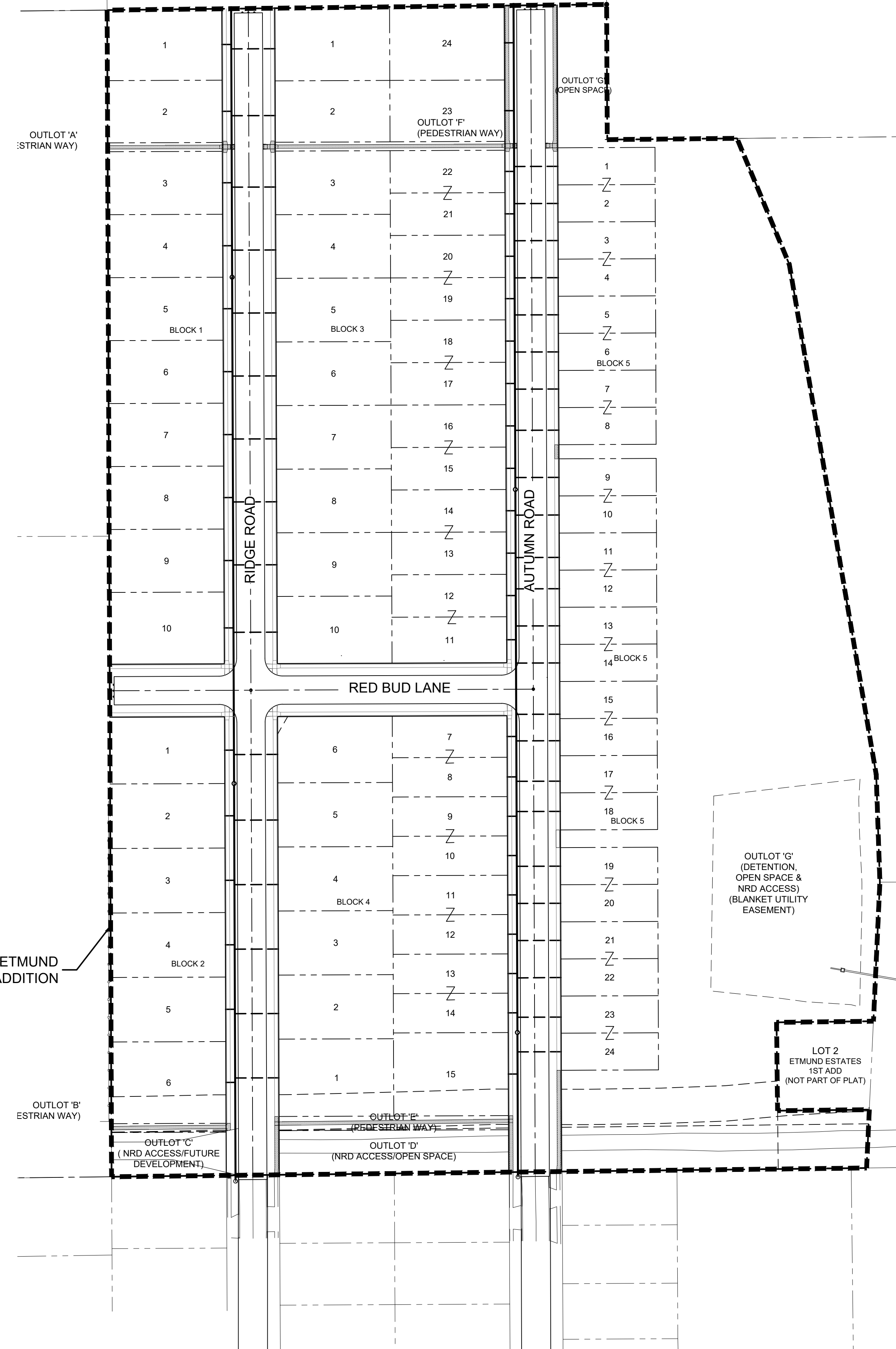
WASTEWATER SHEET INDEX	
SHEET NO.	SHEET DESCRIPTION
1	PUBLIC SANITARY SEWER COVER
2	DETAILS
3	SERVICE TABLE
4	PLAN & PROFILE
5	PLAN & PROFILE

CONTROL POINTS

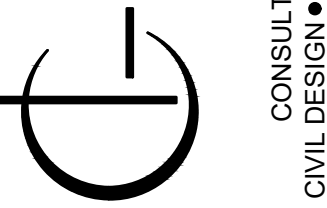
ALL CONTROL POINTS ARE IN LANCASTER COUNTY COORDINATE SYSTEM AND NAVD 88 DATUM.

- 3/4" REBAR
N:139381.4465, E:179021.3468
ELEV.=1327.92
- 5/8" REBAR
N:140464.3493, E:178997.5254
ELEV.=1331.47
- CHISELED 'X' IN CONCRETE POST
N:140488.9379, E:179558.8000
ELEV.=1309.73
- 5/8" REBAR
N:139419.5521, E:179864.8410
ELEV.=1292.26

LIMITS OF ETMUND ESTATES 2ND ADDITION



Civil Design Group, Inc.
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LINCOLN, NEBRASKA 68512
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REVISIONS

NO.	DATE	DESCRIPTION

2025

PUBLIC SANITARY SEWER COVER

ETMUND ESTATES 2ND ADDITION

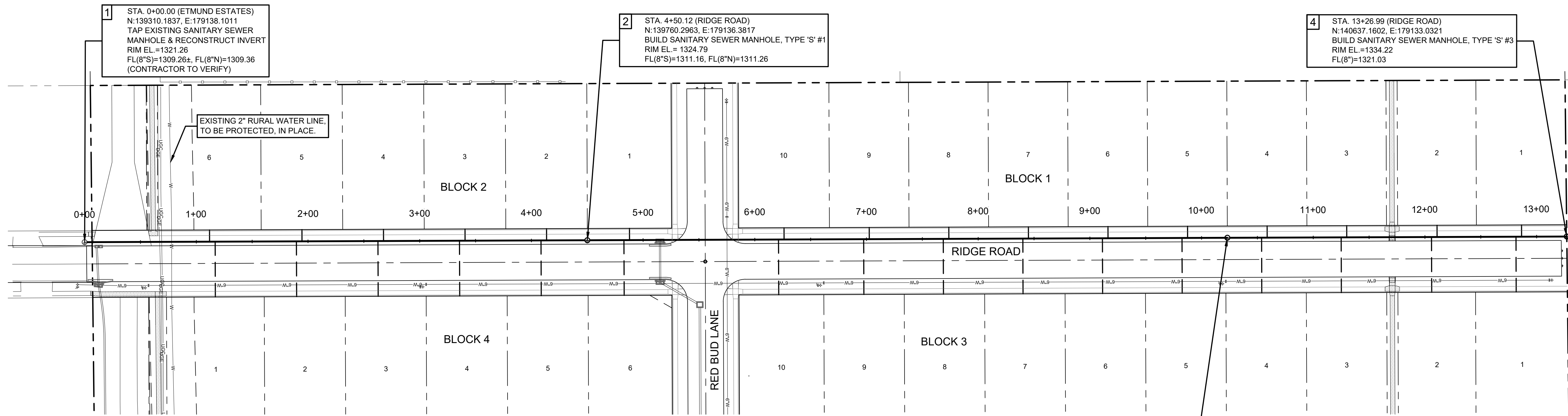
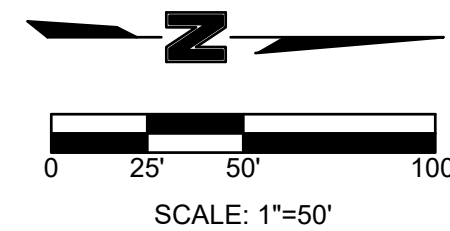
HICKMAN, NEBRASKA

SHEET
1 OF 5

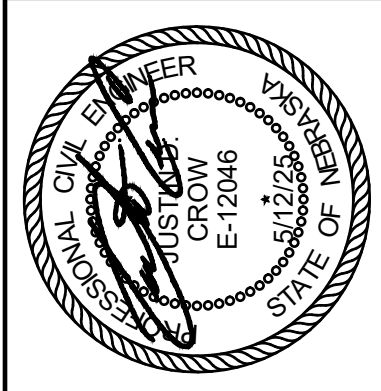
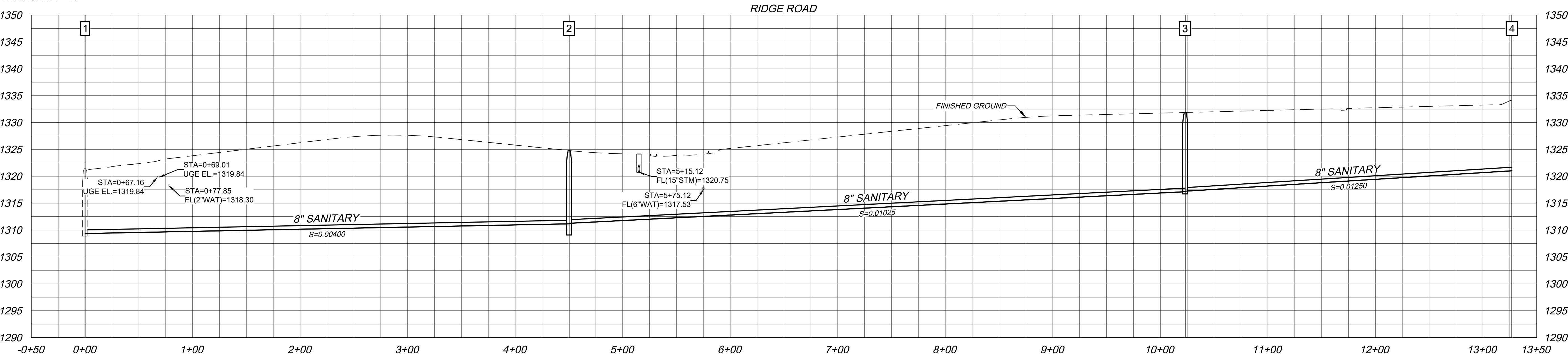
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CALL 811 OR 1-800-331-5666 PRIOR TO ANY EXCAVATION OR LAND DISTURBANCE TO HAVE EXISTING UNDERGROUND AND OVERHEAD UTILITIES LOCATED AND MARKED.



PROFILE SCALES:
HORIZONTAL: 1"=50'
VERTICAL: 1"=10'



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REVISIONS	
NO.	DESCRIPTION

PLAN & PROFILE

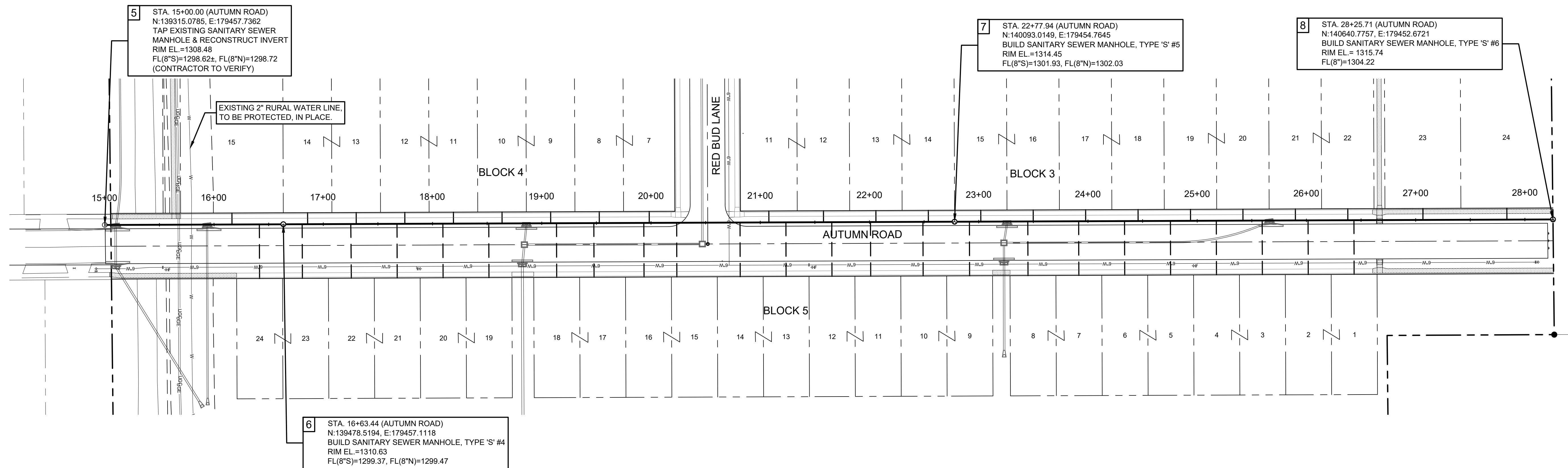
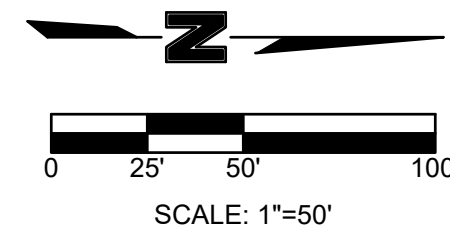
ETMUND ESTATES 2ND ADDITION

HICKMAN, NEBRASKA

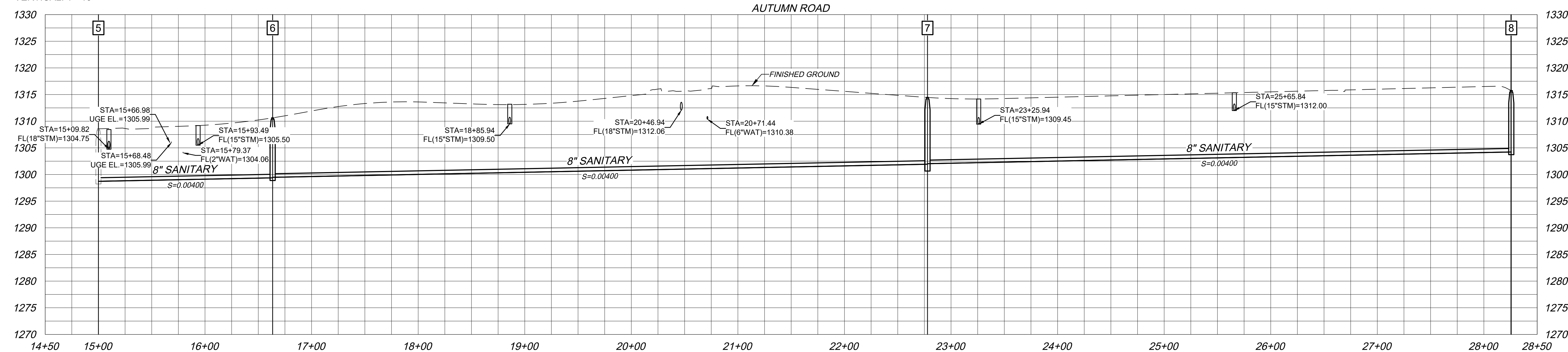
2025

drawn by: ZKW
checked by: JDC
approved by: JDC
project no.: 2025-0012
date: 5/8/2025

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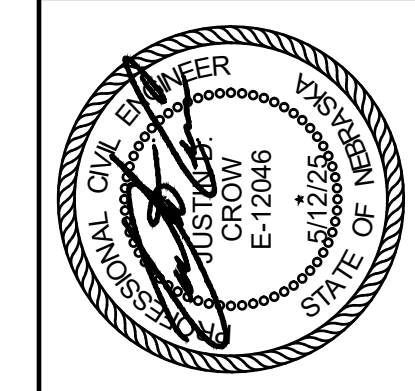


PROFILE SCALES:
HORIZONTAL: 1"=50'
VERTICAL: 1"=10'



DWG: F:\Projects\2025\20250012\Landplanning\Design\250012 Sanitary.dwg USER: jcrow 250012 Base
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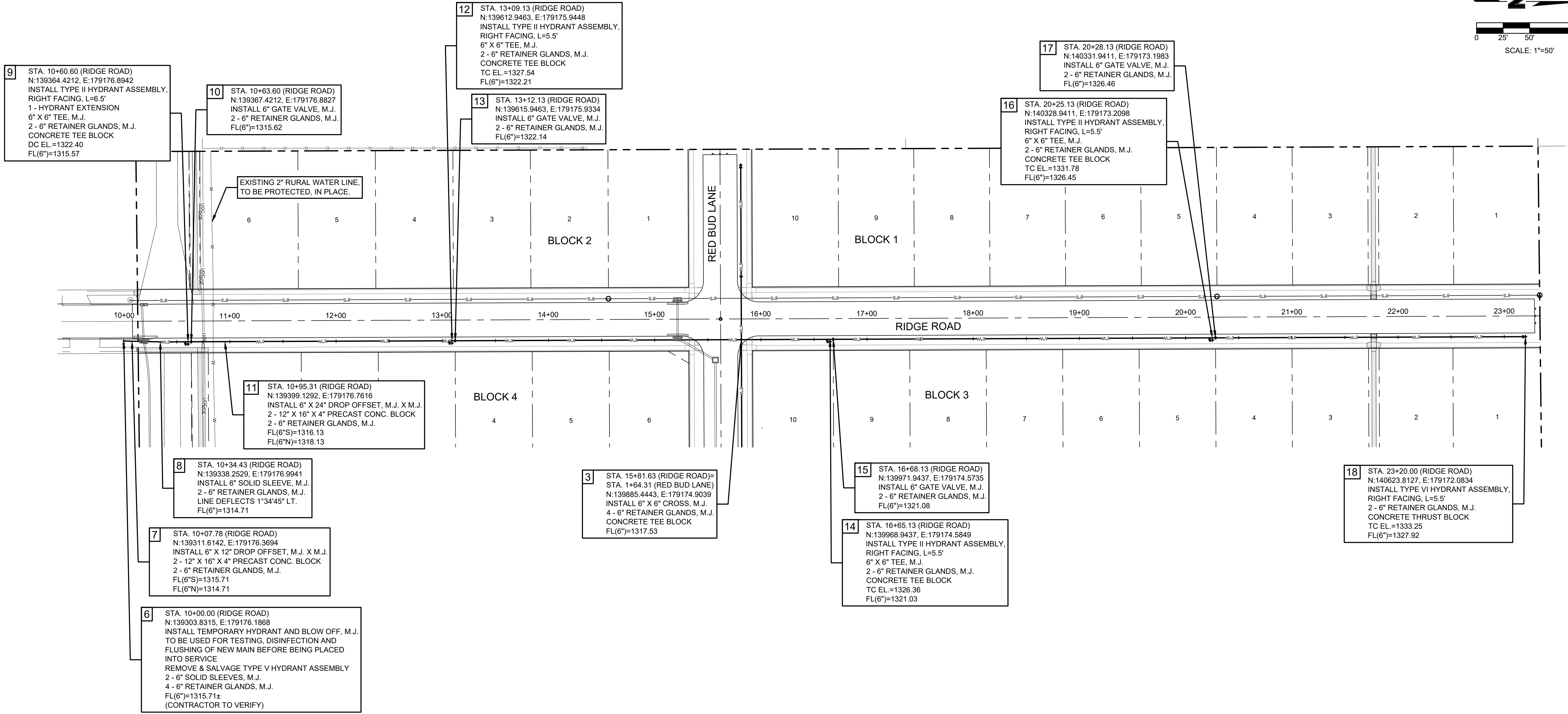
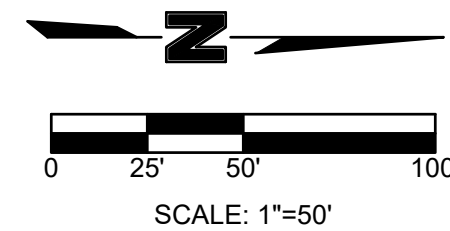


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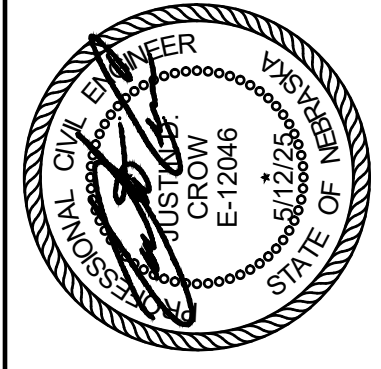
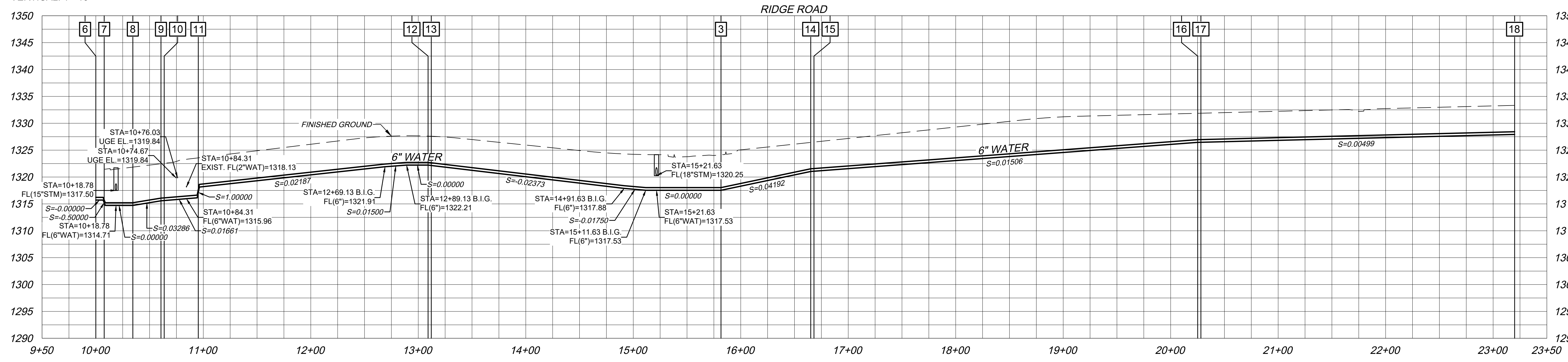
REVISIONS	
NO.	DESCRIPTION

PLAN & PROFILE
ETMUND ESTATES 2ND ADDITION
HICKMAN, NEBRASKA
 2025

drawn by: ZKW
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PROFILE SCALES:
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NO.	DATE	DESCRIPTION

PLAN & PROFILE

ETMUND ESTATES 2ND ADDITION

HICKMAN, NEBRASKA

2025

drawn by: ZKW
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approved by: JDC
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date: 5/12/2025

BWC: F:\Projects\2025\20250012_LandPlanning\Design\250012_Water.dwg USER: j_rrow 250012_XBase
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ORDINANCE NO. 2025-08

AN ORDINANCE TO ANNEX CERTAIN PROPERTY TO THE CITY OF HICKMAN, LANCASTER COUNTY, NEBRASKA; TO PROVIDE FOR PUBLICATION; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

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

Section 1. Pursuant to Neb. Rev. Stat. Section 18-3301, and at the request of the owners thereof, the real property described below is hereby annexed into the corporate limits of the City of Hickman, Lancaster County, Nebraska:

Property Description: The real property located in Etmund Estates 2nd Addition and as described on the legal description of Etmund Estates 2nd Addition, attached hereto and made a part hereof as Exhibit "A".

Section 2. The City Clerk is directed to file a certified copy of the ordinance and a map certified by the engineer or surveyor with the records of the Lancaster County Register of Deeds Office.

Section 3. Upon such filing, the property described above shall be deemed and held to be a part of the City of Hickman and entitled to the privileges and benefits and subject to the ordinances and regulations thereof.

Section 4. The Extraterritorial Jurisdiction (ETJ) shall be extended upon approval of annexation of said property and the Official Zoning Map of the City of Hickman shall be amended to reflect said changes.

Section 5. Effective Date. This ordinance shall be in full force and effect from and after passage, approval and publication as provided by law.

PASSED AND APPROVED THIS _____ DAY OF _____ 2025.

CITY OF HICKMAN, NEBRASKA

Phil Goering, Mayor

(SEAL)

ATTEST: Michele Lincoln, City Clerk

**ORD2025-08
EXHIBIT 'A'**

**LEGAL DESCRIPTION OF LOTS CONTAINED WITHIN
ETMUND ESTATES 2ND ADDITION**

Block 1

Lot 1
Lot 2
Lot 3
Lot 4
Lot 5
Lot 6
Lot 7
Lot 8
Lot 9
Lot 10

Block 2

Lot 1
Lot 2
Lot 3
Lot 4
Lot 5
Lot 6

Block 3

Lot 1
Lot 2
Lot 3
Lot 4
Lot 5
Lot 6
Lot 7
Lot 8
Lot 9
Lot 10
Lot 11
Lot 12
Lot 13
Lot 14
Lot 15
Lot 16
Lot 17
Lot 18
Lot 19
Lot 20
Lot 21
Lot 22
Lot 23
Lot 24

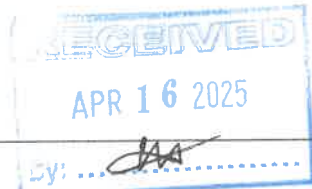
Block 4

Lot 1
Lot 2
Lot 3
Lot 4
Lot 5
Lot 6
Lot 7
Lot 8
Lot 9
Lot 10
Lot 11
Lot 12
Lot 13
Lot 14
Lot 15

Block 5

Lot 1
Lot 2
Lot 3
Lot 4
Lot 5
Lot 6
Lot 7
Lot 8
Lot 9
Lot 10
Lot 11
Lot 12
Lot 13
Lot 14
Lot 15
Lot 16
Lot 17
Lot 18
Lot 19
Lot 20
Lot 21
Lot 22
Lot 23
Lot 24

Outlot 'A'
Outlot 'B'
Outlot 'C'
Outlot 'D'
Outlot 'E'
Outlot 'F'
Outlot 'G'



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

PETITION/REQUEST FOR ANNEXATION

Legal Description and Location: Lot 1, Etmund Estates 1st Addition

Property Owner:

Name: SWG 4, LLC - Greg Grader
Address: 819 'O' St.
Lincoln, NE 68508
Telephone: 402-499-7039 Scott Wobig

Agent: (Authorized to act on Subdivider's behalf)

Name: Civil Design Group, Inc.
Address: 8535 Executive Woods Dr. Suite 206
Lincoln, NE 68512
Telephone: 402-434-8494

Name of Final Plat: Etmund Estates 2nd Add. Area of Land in Acres: 23.90 Ac.

Nebraska State Statutes 17-405.04.

Inhabitants of annexed land; benefits; ordinances.

The inhabitants of territories annexed under sections 17-405.01 to 17-405.05 shall receive substantially the benefits of other inhabitants of such city of the second class or village as soon as practicable, and adequate plans and necessary city council or village board of trustees action to furnish such benefits as police, fire, snow removal, and water service must be adopted not later than one year after the date of annexation, and such inhabitants shall be subject to the ordinances and regulations of such city or village, except that such one-year period shall be tolled pending final court decision in any court action to contest such annexation.

Mike Eckert

4-16-25

Signature of Applicant

Printed Name

Date

Heidi Hoglund

4-16-25

Signature of City Staff

Printed Name

Date

City Use Only

Final Plat #: 2025-48

Fee paid \$ 150.00

Receipt No. 2.002005443

Date: 4-17-25

Employee: Chelsey / Heidi

check # 1007

Receipt No: 2.002000443

Apr 18, 2025

SWG4 LLC

Building Permit - Building Permit	150.00
<hr/>	
Total:	150.00
<hr/>	
Check Check No: 1007	150.00
Total Applied:	150.00
<hr/>	
Change Tendered:	.00
<hr/>	

Duplicate Copy

04/18/2025 4:02 PM

STAFF REPORT

TO: Hickman Planning Commission

FROM: Heidi Hoglund, Zoning Enforcement Officer

RE: Etmund Estates 2nd Addition – Annexation & Final Plat Review

DATE: May 6, 2025

I. Introduction

This report summarizes the review of two land use requests submitted by Civil Design Group, Inc. on behalf of SWG4, LLC for a property located west of S. 68th Street and north of The Woodland Plaza. The property, legally described as Etmund Estates 1st Addition, Lot 1, is proposed for development under the name Etmund Estates 2nd Addition. The two requests are:

1. A request for **voluntary annexation** of approximately 23.88 acres into the City of Hickman corporate limits.
2. A request for **Final Plat approval** for the Etmund Estates 2nd Addition subdivision, including 79 buildable residential lots.

These requests are part of a broader effort to support continued residential growth in northwest Hickman. The Preliminary Plat was approved in 2024 with several conditions and waivers. The Planning Commission is asked to review both applications and forward a recommendation to the City Council for final action.

II. Annexation Request

Overview

Annexation allows the City to extend zoning regulations, infrastructure coordination, and service planning to land adjacent to existing corporate limits. This parcel is directly contiguous to current city boundaries and is proposed for residential development.

Legal Framework

The request meets the requirements for annexation under Neb. Rev. Stat. §§ 17-405.01 to 17-426, applicable to cities of the second class. Specifically:

- The property is contiguous to existing city limits.
 - It is urban or suburban in character.
 - The annexation ordinance will require three separate readings by the City Council.
-

III. Final Plat Request

Preliminary Plat Background

The Preliminary Plat for Etmund Estates 2nd Addition was approved by Resolution 2024-16 on September 24, 2024, by the Hickman City Council. The Planning Commission held a public hearing on September 3, 2024, and recommended conditional approval with the following item:

1. The developer will, regardless of phasing, extend Ridge Road through Block 2, Lot 7, to provide access to the neighboring properties.

The City Council then approved the preliminary plat with the following clarifications and waivers:

1. Clarify that Block 2, Lot 7 has been renamed to Block 2, Outlot C, on the preliminary plat for access to the neighboring properties to the west.
2. Waive Zoning Ordinance Section 5.11.06 R-2 street side yard setback from 25 feet to 10 feet for lots abutting Red Bud Lane and restrict driveway access to Red Bud Lane.
3. Waive Zoning Ordinance Section 5.11.06 R-2 side yard setback for single-family attached residential units from 10 feet to 7.5 feet.
4. Waive Subdivision Regulation Section 5.15 block length requirement due to topography.

Project Summary

- **Location:** West of S. 68th Street, northwest area of Hickman
- **Area:** 23.88 acres
- **Lots:** 79 buildable lots
- **Proposed Zoning:** R-2 Low-Density Residential
- **Dwelling Types:** Mix of **attached and detached** single-family homes
- **Street Access:** Extension of two existing city streets

Parkland Requirement

The developer has requested to fulfill the public land dedication requirement through payment of a park fee in lieu of land dedication, in accordance with the Subdivision Regulations. This approach:

- Requires City Council approval, and
- Must be documented in the Subdivision Agreement.

Shared Access Easement

A shared access easement affecting a portion of the site remains active. The easement is expected to undergo a partial release: the Lower Platte South Natural Resources District and the Rural Water District will retain access to use the driveway, while the two neighboring properties to the west may relinquish their rights to use the driveway and will instead take access from a future connection to a City street. The partial release must be recorded prior to or concurrent with final plat filing. This release is a private legal agreement between the affected property owners.

IV. Zoning Review and Recommendations

The property is zoned R-2 Low-Density Residential. Under the 2023 Zoning Ordinance, the R-2 district permits both detached and attached single-family dwellings. All lots meet the applicable dimensional and development standards.

The staff review process included evaluation of the submitted plat and verification of zoning compliance. Applicable public hearing and noticing requirements have been satisfied. If the Planning Commission determines that the applications meet all applicable standards, staff recommend forwarding both items to the City Council for final review and action. Prior to Council action, all documents are to be reviewed by the City Engineer and City Attorney for accuracy and compliance.

Conditions of Approval

The following conditions are recommended to ensure the annexation and final plat are implemented in accordance with City standards, approved waivers, and development policies:

Annexation – Recommend approval, contingent upon:

- Completion of the required service plan within 12 months
- Developer funding of all public infrastructure improvements

Final Plat – Recommend approval, contingent upon:

- Compliance with:
 - 2023 Zoning Ordinance
 - 2007 Subdivision Regulations
 - City Engineer recommendations
 - City Attorney recommendations
-

GROUND LEASE AGREEMENT

This Ground Lease Agreement (**Agreement**) is entered into between City of Hickman, Nebraska, a municipal corporation and political subdivision of the State of Nebraska, (**Landlord**) and ALLO Communications LLC, a Nebraska limited liability company (**Tenant**) as of _____ (“Effective Date”).

The Parties agree:

1. **DESCRIPTION**: Landlord leases to Tenant the area identified on Exhibit A, attached hereto and incorporated herein by reference, consisting of approximately 1,260 square feet at the address commonly known as 6700 Hickman Road (**Premises**).

2. **TERM**: The initial term of this Agreement (**Initial Term**) shall commence as of the Effective Date and continue until the tenth (10th) anniversary of the Effective Date at which time it shall terminate, unless sooner terminated or renewed as provided herein. Upon providing no fewer than thirty (30) days written notice to Landlord prior to the expiration of the Initial Term or first Renewal Term, as applicable, Tenant shall have the option to extend this Agreement for two (2) additional ten (10) year terms (each, a **Renewal Term**, together with the Initial Term, the **Term**), upon the terms and conditions as stated herein. If Tenant fails to provide a notice of renewal, the Agreement shall renew on a month-to-month basis upon the same terms and conditions as stated herein and shall be terminable at any time, by either party, with thirty (30) days' written notice to the other party.

3. **RENT**: During the Term, Tenant shall pay to Landlord as Rent \$600.00 per month, with payment due on the first day of each month, and such Rent shall be prorated for any partial calendar months. For each year of any Renewal Term and commencing on the first day of each year of any such Renewal Term, Rent for the applicable year shall be determined by multiplying the monthly Rent for the immediately preceding year by the lesser of: (a) 1.03, representing a three percent (3%) annual increase; or (b) a number equal to the percentage increase in the CPI over a 12 month period, calculated by using the most recently published CPI and the CPI published 12 months earlier. "CPI" shall mean the Revised Consumer Price Index for All Urban Consumers published by the Bureau of Labor Statistics of the United States Department of Labor, for United States City Average, All Items (1982-84 = 100).

4. **USE**: Tenant shall use the Premises for a central office and/or data bunker, which is a building for utilities, computers and a generator using electricity, but without any temporary or permanent occupancy. Tenant shall not, without the written consent of Landlord, use the Premises for any other purpose, which consent shall not be unreasonably conditioned, delayed, or withheld.

5. **CONDITION OF PREMISES**: Landlord makes no warranties as to the condition of the Premises, and Tenant acknowledges it is accepting the Premises in its current and “As Is” condition.

6. **ACCESS; FIBER FACILITIES.** Access to the Premises shall be nonexclusive, i.e., the access shall be shared with other users, tenants and owners. In addition to Tenant's access rights described herein, Tenant shall also have the right to install and maintain conduit, fiber optic lines, and related facilities (which shall include, but not be limited to, any utilities, *e.g.*, electricity, natural gas, or any similar utilities that may be reasonably required to operate the fiber facilities (collectively, **Fiber Facilities**) so as to allow Tenant to utilize its data bunker situated on the Premises. The Fiber Facilities shall be located in existing utility easements to the extent possible, but in any event within fifteen (15) feet of the boundary of the Premises in easements that are nonexclusive. Tenant and Landlord shall mutually agree on the exact placement of the Fiber Facilities prior to installation and Tenant shall be solely responsible for the repair and maintenance of the Fiber Facilities. [In addition to the Premises, Landlord further grants to Tenant a right of ingress and egress over a strip of land twenty \(20\) feet wide running south from the Premises to Hickman Road \(Driveway\) and as shown on Exhibit A. The Driveway to be maintained by Tenant during the Term of this Agreement. Said right of ingress and egress shall continue during the Term of this Agreement and any extension thereof.](#)

Landlord will grant Tenant any access and utility easements necessary for the installation of Fiber Facilities to Tenant's data bunker/central office located on the Premises.

7. **TAXES:** At any time, in the event improvements placed on the Premises by Tenant cause an annual tax increase over the taxes due in the year of the Effective Date of this Agreement (**Base Year**), Tenant shall, upon billing by Landlord and Landlord's provision of reasonable supporting documentation demonstrating the applicable increase, reimburse Landlord within twenty (20) days in the amount of the applicable tax increase. The obligations in this Section shall survive termination of this Agreement and Tenant shall remain obligated to pay taxes on improvements as stated herein that have accrued up to the date of termination or expiration of this Agreement.

8. **IMPROVEMENTS BY LANDLORD:** Landlord reserves the right to make improvements, alterations, or additions to the Premises, but shall not materially change the general appearance, location or area of the Premises. Further, Landlord's improvements shall not unreasonably disturb or interfere with Tenant's improvements.

9. **IMPROVEMENTS BY TENANT:** Tenant shall not make any improvements or alterations to the Premises (excluding replacement or rearrangement of personal property within the Premises) without submitting plans and specifications to Landlord and securing Landlord's written consent, which shall not be unreasonably conditioned, delayed, or withheld. Tenant shall pay all costs of improvements and alterations, shall provide evidence of such payment to Landlord upon request, and shall hold Landlord harmless from any costs, liens, or damages. Upon termination or expiration of this Agreement, Tenant shall, at Tenant's sole cost and expense, remove from the Premises all of Tenant's leasehold improvements, including without limitation, interior and exterior signs, trade fixtures and equipment, and other such items that have been installed or placed on the Premises by Tenant, by Tenant's predecessors in interest, or which have been installed or placed therein for the benefit of or on behalf of Tenant or Tenant's predecessors (all of which are hereinafter referred to as "Tenant's Property"), and Tenant shall repair all damage resulting from such removal.

Upon completion and installation of the central office and all associated fiber facilities and utilities, and at Tenant's request, Landlord and Tenant shall execute an addendum to this Lease documenting and approving the placement all Fiber Facilities and any associated improvements.

10. **MAINTENANCE OF PREMISES AND TENANT'S PROPERTY.** Tenant shall, throughout the Term of this Agreement, at its own cost, and without any expense to Landlord, keep and maintain the Premises and Tenant's Property, including all appurtenances, in good, sanitary and neat order, condition and repair, and, except as specifically provided in this Agreement, restore and rehabilitate its improvements on the Premises that may be destroyed or damaged by fire, casualty, or any other cause whatsoever. This requirement to maintain includes, but is not limited to, snow removal, landscape maintenance, and utilities as required to effectively use the Premises.

11. **UTILITY CHARGES; TENANT GENERATOR:** The only utilities to the Premises shall be electricity and natural gas in Tenant's name and which Tenant shall cause, at Tenant's cost, to be separately metered from the remainder of Landlord's Property. Landlord acknowledges as part of Tenant's use of the Premises, Tenant shall install a generator.

12. **WASTE:** Tenant shall not commit or permit any waste of the Premises, nor any public or private nuisance on the Premises.

13. **INSURANCE.** Tenant shall, during the entire Term, keep in full force and effect, solely, at Tenant's cost and expense, a policy of commercial general liability insurance with respect to the Premises and the activities of Tenant thereon, for which the limits shall not be less than One Million and no/100 Dollars (\$1,000,000.00) covering bodily injury, sickness or death and loss of or damage to Premises, naming Landlord as an additional insured and providing that it is the primary coverage for liability on the Premises. Such coverage shall include a broad form general liability endorsement. The policy shall also be endorsed to provide that the additional insured party will be notified of the cancellation or non-renewal at least thirty (30) days before the effective date of such cancellation or non-renewal except in the event of cancellation due to non-payment of premium then a ten (10) days' notice shall be given.

14. **ASSIGNMENT:** Tenant shall not assign or sublet any portion of the Premises without the prior written consent of Landlord, which shall not be unreasonably conditioned, delayed, or withheld. Any such assignment or subletting without the consent of the Landlord, shall be void and, at the option of the Landlord, Landlord may terminate this Agreement. Notwithstanding anything to the contrary contained herein, Tenant may assign its entire interest under the Agreement or sublet the Premises or any portion thereof to a corporation, partnership, or other legal entity controlling, controlled by or under common control as Tenant, or to any successor to Tenant by purchase, merger, consolidation, reorganization, or sale of substantially all assets without the consent of Landlord.

15. **QUIET ENJOYMENT:** Landlord warrants that Tenant shall have possession and quiet enjoyment of the Premises for so long as Tenant is in compliance with the terms of this Agreement.

16. **DEFAULT**: Each of the following acts and omissions shall constitute a default and a breach of this Agreement:

- a. Voluntary or involuntary bankruptcy, assignment for benefit of creditors, reorganization or rearrangement under the Bankruptcy Act, receivership, dissolution or the commencement of any action or proceeding for dissolution or liquidation of Tenant or Landlord whether instituted by or against Tenant or Landlord, as applicable, or any other similar action or proceeding.
- b. The failure of Tenant to pay the Rent for a period of ten (10) calendar days after Tenant receives written notice of such non-payment.
- c. The failure of Tenant or Landlord to comply with any other provision of this Agreement for a period of thirty (30) days after written notice of such failure; provided, however, in the event that such cure shall be reasonably expected to exceed thirty (30) days, Tenant's or Landlord's cure right shall be extended provided that such cure is commenced within thirty (30) days and such cure is diligently pursued.

17. **REMEDIES**: In addition to any other remedies available to the non-defaulting party, upon a default by a party, the non-defaulting party shall have the right to terminate this Agreement immediately by providing written notice to the breaching party.

18. **HOLDING OVER**: If Tenant remains in possession after the termination date without the written consent of Landlord, Tenant shall be deemed to be a trespasser. If Tenant shall have paid, and Landlord shall have accepted, rent in respect to such holding over, Tenant shall be deemed to be occupying the Premises only as a Tenant from month-to-month subject to all the terms of this Agreement except for the rental charged, which during the hold over period shall be at a rate which is the same as the last rental rate.

19. **EFFECT OF SALE**: A sale of the Premises will operate to release Landlord from all obligations pursuant to this Agreement, except liabilities which arose prior to the closing of such sale, and Tenant shall attorn to Landlord's successor in interest.

20. **TERMINATION**: Upon termination of this Agreement, Tenant shall:

- a. Deliver possession of the Premises to Landlord in good condition as at the commencement of this Agreement, ordinary wear and tear excepted.
- b. Leave undisturbed all non-trade fixtures and improvements.
- c. Remove from the Premises all trade fixtures and other personal property of Tenant. Tenant shall, at Tenant's expense, repair any damage to the Premises arising from the removal of such trade fixtures or personal property.

21. **MISCELLANEOUS:**

No term or condition of this Agreement shall be construed to have been waived by Landlord or Tenant, unless Tenant or Landlord shall have secured such waiver from the other party, as applicable.

Each person executing this Agreement on behalf of an entity represents and warrants that they have complete and full authority and capacity to act on behalf of that entity.

The invalidity or unenforceability of any term or condition of this Agreement shall not prejudice the enforceability of any other term or condition.

This Agreement shall not be amended or modified, except by a written instrument executed by both Landlord and Tenant.

Any notice, demand, request, or other instrument which may be or is required to be given under this Agreement shall be delivered in person or sent by United States certified or registered mail, postage prepaid and shall be addressed (a) if to Landlord, at 115 Locust Street, Hickman, NE 68372 and (b) if to Tenant, at ALLO Communications LLC, c/o President, 330 S. 21st Street, Lincoln, NE 68510.

Landlord and Tenant represent and warrant to each other that neither of them has consulted or negotiated with any broker or finder with regard to the Premises. Each of them will indemnify the other against any claim for fees or commissions from anyone other than the Broker.

This Agreement shall be binding upon the successors in interest of the parties.

This Agreement shall be construed and enforced in accordance with the laws of the State of Nebraska. EACH PARTY HERETO, TO THE FULLEST EXTENT PERMITTED BY LAW, WAIVES THE RIGHT TO A TRIAL BY JURY FOR ANY ACTION ARISING FROM, OR RELATED TO, THIS AGREEMENT.

The foregoing constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Agreement on the day first set forth above.

LANDLORD:

By: _____
Its: _____

Name: _____
(Please Print)

TENANT:

By: _____
Its: President and CEO

Name: Bradley A. Moline

EASEMENT FOR FIBER OPTIC FACILITIES & STRUCTURES

KNOW ALL MEN BY THESE PRESENT: That **The City of Hickman, a Nebraska municipal corporation and political subdivision of the State of Nebraska**, hereinafter referred to as Grantor, in consideration of \$1.00, receipt of which is hereby acknowledged, and the further payment of a sum to make total payment of \$1.00 for underground and/or aerial fiber facilities, communication lines, utility lines, at grade equipment and fiber structures when set on the following described property, do hereby grant and convey unto the **ALLO Communications LLC, a Nebraska limited liability company**, hereinafter referred to as Grantee, its lessees, successors and assigns, the nonexclusive permanent right, privilege and easement, subject to all terms and conditions herein, to construct, reconstruct, operate and remove all necessary underground and/or aerial fiber facilities, communication lines, utility lines, at grade equipment and fiber structures in connection therewith, on, under, and across the following property situated in Lancaster County, Nebraska, more particularly described as follows:

Lot One (1), Irregular Tract located in the Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4) of Section Twenty-Eight (28), Township Eight (8) North, Range Seven (7) East of the 6th P.M., Lancaster County, Nebraska, described as follows:

The East Fifteen Feet (15.0') of said Lot One (1).

The underground and/or aerial fiber facilities, communication lines, utility lines, at grade equipment and fiber structures herein contemplated shall be located on the Easement Property as shown on attached **Exhibit "A"**.

Grantee shall also have the nonexclusive privilege and easement of ingress and egress across that portion of the Easement Property to its (their) officers and employees for any purpose necessary in connection with the construction, reconstruction, operation, maintenance, inspection, and removal of said underground and/or aerial fiber facilities, communication lines, utility lines, at grade equipment and fiber structures to the extent such use or ingress and egress does not unreasonably interfere with Grantor's rights of ingress and egress, site improvements and its use said Easement Property.

Grantee shall also have the right at any time to trim or remove such trees and underbrush on the Easement Property as may in any way endanger or interfere with the safe operation of the underground and/or fiber facilities, communication lines, utility lines, at grade equipment and fiber structures used in connection therewith.

Grantee shall also at all times exercise all due care and diligence to avoid injury or damage to all persons or property, including but not limited to all personal property, the landscaping, and improvements of Grantor, and Grantee shall indemnify, defend and hold harmless Grantor from any such damage and loss arising or occurring to persons or property by reason of the construction, operation, maintenance and removal of any underground

and/or aerial fiber facilities, communication lines, utility lines, at grade equipment and fiber structures. Grantee shall repair any damage and loss arising or occurring to Grantor's property solely by reason of the construction, operation, maintenance and removal of any underground and/or aerial fiber facilities, communication lines, utility lines, at grade equipment and fiber structures.

Grantee shall perform any work in connection with this Easement in a good and workmanlike manner with reasonable effort to minimize interference with the use of Grantor's herein described property except as may be reasonably necessary for Grantee to carry out the terms and conditions of this Easement.

Signed the _____ day _____, 2025.

**The City of Hickman, a Nebraska
municipal corporation and political
subdivision of the State of Nebraska**

Signature: _____

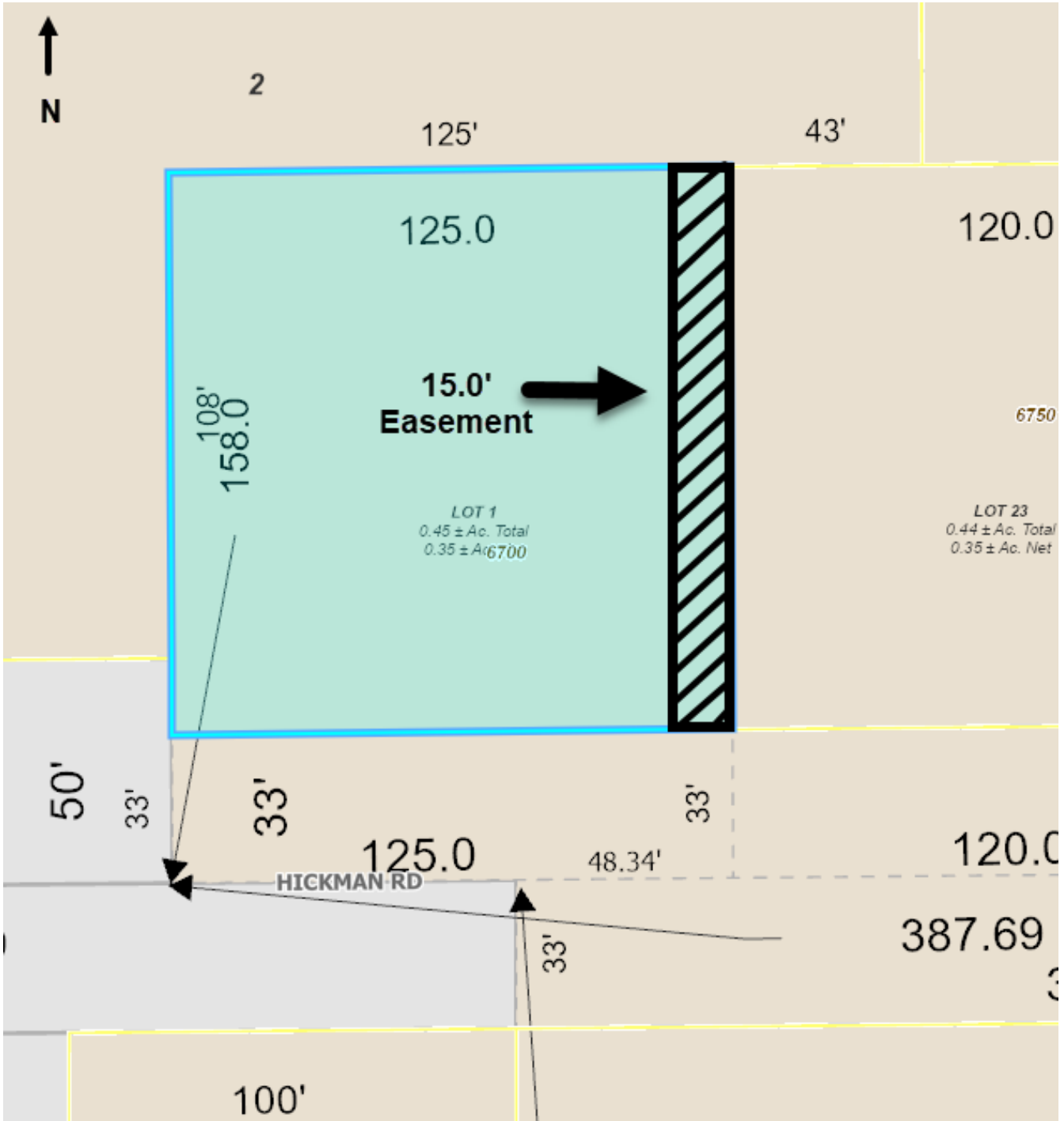
**STATE OF NEBRASKA
COUNTY OF LANCASTER**

On this _____ day of _____, 2025, before me the undersigned, a Notary Public duly commissioned for and qualified in said County and State, personally came _____, _____, on behalf of The City of Hickman, a Nebraska municipal corporation and political subdivision of the State of Nebraska, to me known to be identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be a voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal on the _____ day of _____, 2025.

Notary Public

Exhibit "A"
Easement Area



Lot One (1), Irregular Tract located in the Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4) of Section Twenty-Eight (28), Township Eight (8) North, Range Seven (7) East of the 6th P.M., Lancaster County Nebraska.



MASTER AGREEMENT WORK ORDER

This exhibit dated May 8, 2025, is hereby attached to and made a part of the Master Agreement for Professional Services dated August 31, 2020, between City of Hickman (“Client”) and Olsson, Inc. (“Olsson”) providing for professional services. Olsson’s Scope of Services for the Agreement is as indicated below.

GENERAL

Olsson has acquainted itself with the information provided by Client relative to the project and based upon such information offers to provide the services described below for the project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Wagon Train Ave. M-342(38), City of Hickman, NE

Project Description: Provide professional engineering design services, bidding phase services, and construction administration phase services for roadway to Wagon Train Ave. from Wagon Train Rd. to 1st St. including full depth concrete pavement removal and replacement, concrete curb and gutter removal and replacement, improving isolated drainage issues, and other associated improvements.

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

Project Kick-off and Coordination

- a. Gather basic project information, confirmation of pavement materials, review limits of street improvements, establish communication methods and points of contact, and address any specific infrastructure needs.
- b. Respond to project related phone calls, emails, and communication.
- c. Identify potential risks and challenges associated with the project and propose mitigation strategies to minimize their impact on the project timeline and budget.

Assumptions:

- i. *Topographic survey data will not be required.*
- ii. *Design Plan Set will include street plan views utilizing publicly available aerial photography, details, build notes, and typical street details to provide direction to contractor.*

Preliminary Plans, Specifications, and Cost Estimate

- a. Prepare preliminary drawings with an aerial photo background showing the various pavement repair recommendations. This data will be developed by use of GPS collected data and will serve as the basis of design and preparation of bid documents. This drawing will be used to quantify the repair areas for preparation of a preliminary opinion of construction cost.
- b. A list of technical specifications for the proposed scope of work will be prepared.
- c. Submit 60% plans and opinion of construction cost to the client and notify private utilities of any potential conflicts.
- d. Conduct and facilitate a 60% design review meeting with client to gain input and review comments.
- e. Ensure QA/QC reviews are conducted.

Final Plans, Specifications, and Cost Estimate

- a. Prepare 90% drawings, front-end contract documents, and technical specifications for the proposed scope of work.
- b. Submit 90% bidding documents and opinion of construction cost to the client.
- c. Conduct and facilitate a 90% design review meeting with client.
- d. Ensure QA/QC reviews are conducted.
- e. Correct any 90% review comments and prepare final bidding documents.
- f. Submit final bidding documents to client.

Bidding Phase Services

- a. Coordinate the issuance of notices to bidders and the production and distribution of bidding documents. Notices will be placed in the official publications directed by the Client, and in bidding services known to provide data to contractors in the area. In addition, invitations will be mailed directly to contractors whom Olsson and/or the Client know will be interested in the project.
- b. Coordinate answering questions raised by bidders. Addenda will be prepared, if needed, to provide clarification to questions. The Client will be informed on a regular basis of project changes resulting from bidders' questions.
- c. Attend and conduct the bid opening. Bids properly received will be reviewed. Inconsistencies or irregularities found in the bids will be reported to the Client. Olsson will prepare a bid tabulation of the bids received and will make the bid tabulation available to bidders. Olsson will evaluate the bids and make a written recommendation to the Client concerning contract award.

- d. Conformed copies of the contract documents, including insurance and bond forms, will be prepared by Olsson. Olsson will review the documents to confirm that procedures have been properly followed. Copies of the conformed documents will be provided to the Client for review. Executed copies will be distributed to the Client, the contractor, and Olsson. These documents form the official contract between the Client and the contractor, as well as the basis for decisions concerning the work.

Construction Services

General Consultation

- a. Provide general administration services to ensure that work is performed in general conformance with the Construction Documents. By performing the services, no authority or responsibility is assumed to supervise, direct, or control the Contractor's work or the Contractor's means, method, techniques, or procedures of construction. Tasks may include interpretation of documents, and progress monitoring including status of submittals and construction schedule.

Meetings

- a. At date and time selected by the Client and at facilities provided by the Client, conduct pre-construction conference. The Engineer shall prepare an agenda for the conference and prepare and distribute minutes. The pre-construction conference will include a discussion of the Contractor's tentative schedule, procedures for transmittal and review of the Contractor's submittal, processing payment applications, critical work sequencing, change orders, record documents, and the Contractor's responsibilities for safety and first aid.

Schedule Reviews

- a. Review and comment on the Contractor's initial and updated construction schedule(s) and advise Client as to acceptability. Analyze Contractor's construction schedule(s), activity sequences, and construction procedures with regard to Client's ability to keep existing facilities in operation.

Periodic Site Visits

- a. Make periodic visits to the construction site to observe progress of the work and consult with the Client and Contractor concerning problems and/or progress of the work.

Administer Change Orders

- a. Review documentation and administer the processing of change orders, including applications for extensions of construction time. Up to three (3) change orders are included in the scope. Documentation will be provided by Resident Observer and Contractor.

Review Monthly Contractor Pay Requests

- a. Review and process the Contractor's monthly payment requests and forward them to the Client for approval. Review will be for the purpose of making a full independent mathematical check of the Contractor's payment request. Resident Observer will be responsible for verifying the quantities of work which are the basis of the payment request.

Review of Contractor's Submittals

- a. Review drawings and other data submitted by the Contractor as determined by the construction contract documents. Review will be for general conformity to the construction contract drawings and specifications for the contract and will not relieve the Contractor of any of his contractual responsibilities. Such review will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

Substantial Completion Review

- a. Upon substantial completion, review the construction work and prepare a listing of those items to be completed or corrected before final completion of the contract. Submit results of the review to the Client and the Contractor.

Assumptions:

- i. It is anticipated that construction will occur over a period of 3 months, depending on contractor availability, weather, and citizen permission. Construction Administration time was estimated at 2 hours per week, on average, with up to two (2) site visits per month to review progress and participate in site meetings, as necessary.

Exclusions

Tasks not included in this scope of work, but could be provided as an additional service upon request, are as follows:

- a. Condition Assessments
- b. Public Engagement Activities
- c. Materials Testing

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: June 1, 2025
Anticipated Completion Date: October 31, 2025

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Client shall pay Olsson for the performance of the Scope of Services a fixed fee of Thirty-Four Thousand Five Hundred Sixty Dollars (\$34,560.00) A breakdown of the fee is provided below:

<u>Description</u>	<u>Design Fee</u>
Project Management and Coordination	\$ 3,324.00
Design Services	\$16,020.00
Bidding Services	\$ 3,816.00
Construction Services	\$11,400.00
Total Design Services	\$34,560.00

Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

REIMBURSABLE EXPENSE: Olsson's reimbursable expenses for this Project are included in the fees set forth above.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be Kelly Oelke_____.

If this Work Order satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson, 601 P Street, Suite 200, Lincoln, Nebraska 68508. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By _____

By _____

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept this Work Order, please sign:

City of Hickman

By _____
Signature

Print Name _____

Title _____

Dated: _____

- Attachments
- Standard Labor Billing Rate Schedule
- Reimbursable Expense Schedule



**AGREEMENT
BETWEEN CLIENT AND JEO CONSULTING GROUP, INC.
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of the date signed by Client (“Effective Date”) between City of Hickman (“Client”) and JEO Consulting Group, Inc. (“JEO”).

Client’s project, of which JEO’s services under this Agreement are a part, is generally identified as follows:

Hickman Pickleball Court Park – Phase 1 Improvements (“Project”).

JEO Project Number: **241142.01**

Client and JEO further agree as follows:

ARTICLE 1 - SERVICES OF JEO CONSULTING GROUP

1.01 Scope

- A. JEO shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – CLIENT’S RESPONSIBILITIES

2.01 Client Responsibilities

- A. Client responsibilities are outlined in Section 3 of Exhibit B.

ARTICLE 3 - COMPENSATION

3.01 Compensation

- A. Client shall pay JEO as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fee for the Project is as noted in Exhibit A.
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to JEO. The current hourly rate schedule can be provided upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

- Exhibit A – Scope of Services
- Exhibit B – General Conditions
- Exhibit C – Survey Limits

4.02 Total Agreement

A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Client and JEO and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Client: City of Hickman, Nebraska

JEO Consulting Group, Inc.



By: _____

By: Eric J. Casper

Title: _____

Title: Project Manager, Sr. Landscape Architect

Date Signed: _____

Date Signed: 4/21/2025

Address for giving notices:

Address for giving notices:

JEO Consulting Group, Inc.

2000 Q Street, Suite 500

Lincoln, NE 68503



SCOPE OF SERVICES: Exhibit A

PROJECT DESCRIPTION

JEO understands that the project will consist of phase 1 improvements to the park. A preliminary park plan was completed in June 2024 and will be the basis of design for the phase 1 construction plans. The following tasks are based on information provided by Kelly Oelke, CPM, City Administrator (Client):

Key features of the phase 1 improvements include:

- (3) Pickleball and (1) Tennis court
- Street parking
- Sidewalk connections to the courts and existing trail
- Concrete pad for playground equipment
- Grading of the entire site for current and future park improvements
- Utility connections for a future park restroom
- Security and Court Lighting

1. TOPOGRAPHIC SURVEY

1.1 JEO will schedule and obtain a topographic survey for the project containing the following:

- 1.1.1 Survey the locations of all visible physical features (concrete, asphalt, gravel, rock, driveways, sidewalks, trees, utility poles, valves, manholes, signs, drainage structures, curb stops, water meter pits, terrain profiles, etc.).
- 1.1.2 Collect available utility location information and incorporate on preliminary plans (gas, telephone, electric, water, sanitary sewer, storm sewer, communications, etc.).
- 1.1.3 Create an electronic drawing using AutoCAD illustrating elevations, site features, and existing utilities resulting from the surveys performed.
- 1.1.4 Survey limits are outlined on Exhibit 'C'.

2. GEOTECHNICAL

2.1 Obtain a proposal, for the Client to execute, for geotechnical investigation services which includes test borings, soil samples, and a geotechnical report for Engineering Design. Client to pay all geotechnical investigation fees.

3. SITE DESIGN

- 3.1 JEO will schedule and coordinate a project Initiation/Kick-off Meeting. Meet with the Client and City Staff to review project requirements in detail, collect existing information, review of available data pertaining to the existing utilities located in the project area.
- 3.2 Coordinate with the Client with respect to property setbacks and any other encumbrances (i.e. easements, etc.).
- 3.3 Develop the construction plans for the proposed site improvements in accordance with the Client's guidance and the local jurisdictions requirements. Construction plans and documents to include the following:
 - 3.3.1 Existing Condition / Removal Plans
 - 3.3.2 Layout and Paving Plans
 - 3.3.3 Grading and Drainage Plans
 - 3.3.4 Erosion and Sediment Control Plans

- 3.3.5 Utility Plans (storm, water, and sewer future connections)
 - 3.3.6 Electrical Plans (Security Lighting, Court Lighting, Electrical Service)
 - 3.3.7 Construction Details
 - 3.3.8 Landscape and Irrigation Plans
 - 3.3.9 Technical Specification Booklet
 - 3.3.10 Opinion of Cost
- 3.4 Attend two (2) meetings with the Client to review the construction documents. **(Meeting in Hickman)**
 - 3.5 Attend a City Council meeting to review final plans and specifications for approval for bidding **(Meeting in Hickman)**
 - 3.6 Conduct an internal QA/QC review of the 90% construction documents and specifications.
 - 3.7 Revise the plans and specifications as necessary following the final review(s) and sign and seal by a professional engineer and/or landscape architect registered in the State of Nebraska.
- 4. STORMWATER POLLUTION PREVENTION PLAN & PERMITTING**
- 4.1 Prepare a Storm Water Pollution Prevention Plan (SWPPP) complying with state regulations and assist Client with the submittal of a Notice of Intent (NOI) to obtain a stormwater NPDES permit through State of Nebraska.
 - 4.2 Coordinate the Client's signature and submit a Notice of Intent (NOI) to the NDEE to obtain an NPDES Storm Water Discharge permit. Three bound copies will be prepared for the Client. This includes one SWPPP submittal and one NOI permit submittal.
 - 4.3 Coordinate the Client's signature and submit a Notice of Termination (NOT) to the NDEE to close the NPDES Storm Water Discharge permit.
- 5. BIDDING & NEGOTIATION**
- 5.1 Provide assistance with authorizing the advertisement for bids and setting the bid date and time.
 - 5.2 Send Notice to Bidders to Contractors, Builder Bureaus and Plan Rooms.
 - 5.3 Furnish electronic plans, specifications, and contract documents of the project to prospective bidders, material suppliers, and other interested parties.
 - 5.4 Respond to inquiries from prospective bidders and prepare any addenda required.
 - 5.5 Assist the Client in securing construction bids for the project.
 - 5.6 Conduct a pre-bid meeting consisting of one (1) meeting onsite with potential bidders. **(Meeting in Hickman)**
 - 5.7 Assist the Client at the bid opening consisting of one (1) meeting to ensure proper rules are followed and adhered to during the process to ensure all requirements of State and Federal law are fulfilled. **(Meeting in Hickman)**
 - 5.8 Tabulate and analyze construction bids and report on them to the Client, together with advice and assistance to the Client in award of construction contract.
 - 5.9 Prepare and submit a Bid Letter of Recommendation to the Client for project award.
 - 5.10 Attend a City Council meeting for approval for project to be constructed **(Meeting in Hickman)**
 - 5.11 Prepare Contract Documents (Construction Contract and Notice to Proceed) for execution by the Prime Contractor and the Client; provide cursory reviews of all insurance and bonds submittals; then advise the Client to proceed with execution of all documents.

5.12 Provide copies of all executed Contract Documents to the Client and Prime Contractor.

6. CONSTRUCTION ADMINISTRATION

- 6.1 Attend a pre-construction kick-off meeting. This meeting will review the required timelines set forth in the specification, lines of communication, key contacts of those involved, review any conflicts with utilities or schedules, review the schedule proposed by the Contractor, review any requirements by the Contractor. **(Meeting in Hickman)**
- 6.2 Provide interpretation of the plans and specifications, when necessary.
- 6.3 Consult with and advise Client during construction regarding all aspects of the project.
- 6.4 Review Shop Drawings and Product Submittals.
- 6.5 Review and sign Contractor's Pay Requests
- 6.6 JEO has assumed a 9-month construction period with a total of 10 progress meetings that are included with this contract.
- 6.7 Compile records for use in preparing record drawings.
- 6.8 Conduct a final inspection of project with the Client and Contractor.
- 6.9 Prepare a final punch list of outstanding items needing completion prior to the finalization of the project based on the field observations and reviews by the Client and Contractor.
- 6.10 Recommend to the Client the acceptance of the project and complete the necessary certificate(s). This recommendation will be based on the Architect and/or Engineer's observation of construction utilizing professional judgement and accepted tests to determine that the Contractor has completed their contracts in substantial compliance with the plans, specifications, and contract documents.
- 6.11 Conduct a courtesy 1-year warranty walk-thru of project with Client and Contractor.

7. CLIENT RESPONSIBILITIES

- 7.1 All utilities are located adjacent to site and will not require any off-site utility extensions.
- 7.2 No off-site improvements (roadway and/or utility extensions) is included.
- 7.3 Client shall provide timely review of documents or requests for information.

8. FEE

8.1 JEO proposes to provide the services defined above for the lump sum fees defined below:

<i>Task</i>	<i>Fee</i>
Topographical Survey	\$ 5,000.00
Site Design	\$ 55,000.00
SWPPP and Permitting	\$ 6,000.00
Bidding and Negotiation	\$ 7,000.00
Construction Administration (Hourly Not to Exceed)	\$ 15,000.00
Total (not to exceed)	\$ 88,000.00

8.2 Progress Payments:

- 8.2.1 JEO will bill for services completed near the beginning of each month. All invoices are due payable upon receipt and are considered delinquent after 30 days.
- 8.2.2 Invoices not paid within 30 days may be charged interest at the annual rate of 12% (1.0%/month).
- 8.2.3 Payments will be applied first to the interest then principal.
- 8.2.4 Work by JEO will cease if invoices have not been paid in full within 60 days and will not begin again until full payment with interest has been received.

9. CONTRACT TIME

- 9.1 JEO will work as expeditiously as possible, pending authorization from Client to complete the tasks in this project.
- 9.2 The information in this proposal and fee estimate is valid until December 1, 2025. After that time, the scope of services and estimated fees are subject to adjustment.

10. EXCLUSIONS

- 10.1 Environmental services, such as wetland delineations, endangered species surveys, bird surveys, applications and submittals for permits with USCOE, and mitigation plans
- 10.2 Floodplain, Corps 404, or other environmental assessments or permitting, not outlined in the scope of services
- 10.3 Geotechnical services
- 10.4 Architectural services
- 10.5 Property title searches or title commitments
- 10.6 Traffic study
- 10.7 SWPPP Inspection services
- 10.8 Value engineering design services
- 10.9 Review fees associated with building permits, etc.
- 10.10 Legal descriptions and/or easements
- 10.11 Construction staking
- 10.12 Any other item not outlined in the scope of services

11. REIMBURSABLE EXPENSES

- 11.1 Typical reimbursable expenses are included in the lump-sum and include: Mileage for trips required to complete the work defined above, long-distance phone calls, meals, other travel expenses, software, copies/prints, and faxes.
- 11.2 Other reimbursable expenses shall be billed at 110% of their cost. (None are anticipated on this project.)

12. ADDITIONAL TERMS

- 12.1 The General Conditions are specified in Exhibit B.

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

GENERAL CONDITIONS

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the client for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. CLIENT RESPONSIBILITIES: The client shall provide all criteria and full information as to the client's requirements for the project; designate and identify in writing a person to act with authority on the client's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the client observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the client shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the client shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the client that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the client has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the client monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Client agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the client fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the client, suspend services to the client under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the

same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the client shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in client furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the client on a future extension of this project, or any other project without JEO's written authorization shall be at the client's risk and the client agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the client are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the client are only for convenience of the client. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the client.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The client may make and retain copies of documents for information and reference in connection with use on the project by the client.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the client and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the client shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages,

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC GENERAL CONDITIONS

and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the client, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
 - i. Each Accident: \$500,000
 - ii. Disease, Policy Limit: \$500,000
 - iii. Disease, Each Employee: \$500,000
- c. General Liability
 - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - ii. General Aggregate: \$2,000,000
- d. Auto Liability
 - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The client shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The client shall reimburse JEO for any additional limits or coverages that the client requires for the project.

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by client for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The client and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the client and

JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the client nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

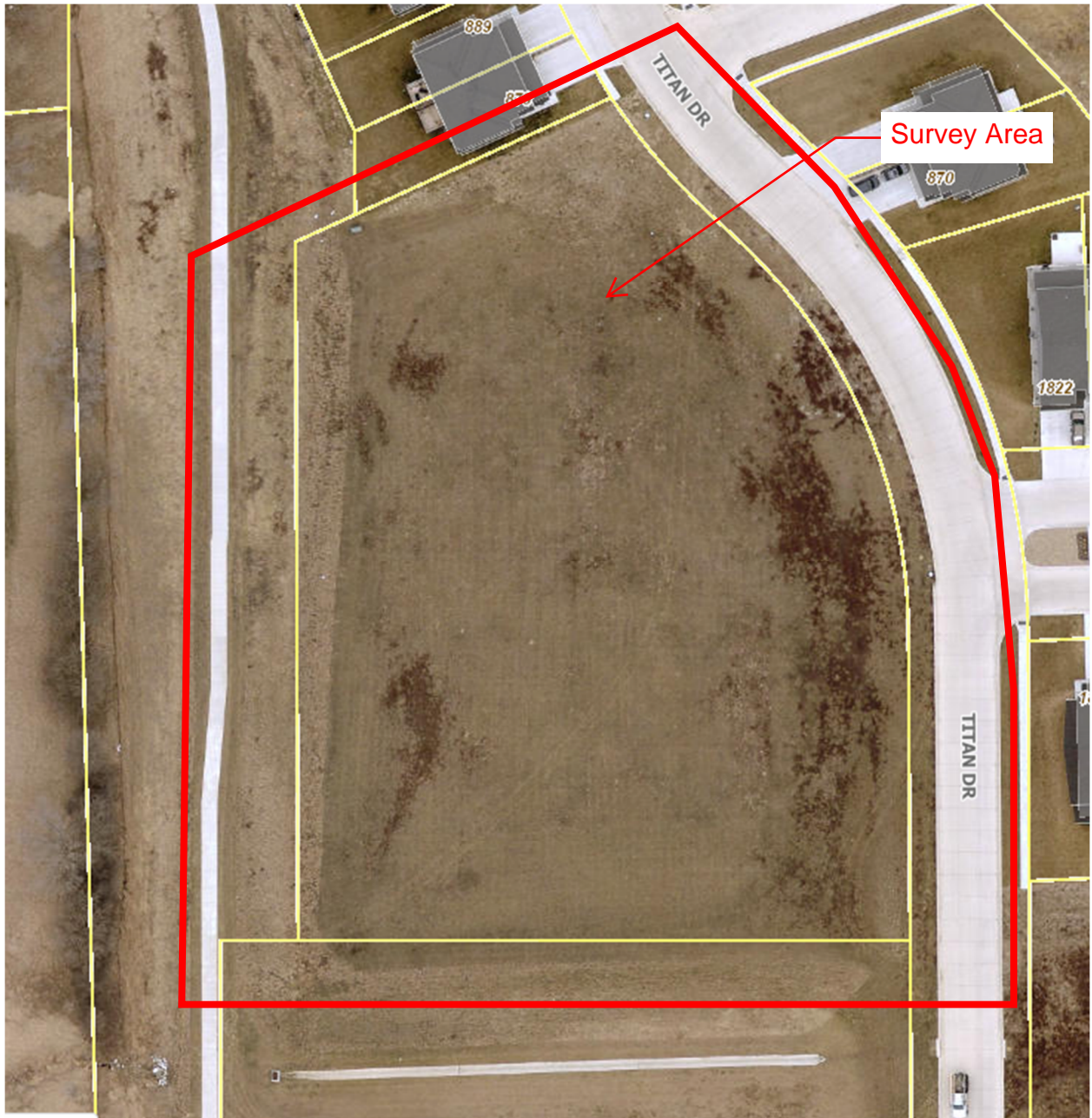
b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the client or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the client and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the client and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.



839 Titan Dr, Hickman, NE 68372

CERTIFICATE OF PAYMENT: 15



Date of Issuance: April 21, 2025

Project: Hickman WWTF Head Works and Final Clarifier Improvements

Project No.: 021-01497

Contractor Project No.: 1423

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

DETAILED ESTIMATE

Description	Unit Price	Extension
See Attached.		

PLEASE REMIT PAYMENT TO: NEUVIRTH CONSTRUCTION, INC.

Value of Work Completed This Request: \$ 4,079,763.88

Original Contract Cost: \$ 3,966,900.00

Approved Change Orders:

No. 1	\$6,635.50	No. 2	\$43,014.20	No. 3	\$39,819.68
No. 4	\$100,250.00	No. 5	\$0.00	No. 6	\$10,256.72
No. 7	\$3,683.38	No. 8	\$265.23	No. 9	-
No. 10	\$5,855.70	No. 11	-\$84,630.00	No. 12	\$25,632.47

Total Approved Change Orders: \$150,782.88

Total Contract Cost: \$ 4,117,682.88

Value of completed work and materials stored to date	\$ 4,079,763.88
Less retainage percentage 5%	\$ 203,988.19
Net amount due including this estimate	\$ 3,875,775.69
Less: Estimates previously approved:	

No. 1	\$379,646.23	No. 2	\$150,100.00	No. 3	\$129,803.73
No. 4	\$172,069.77	No. 5	\$242,250.00	No. 6	\$190,000.00
No. 7	\$411,154.00	No. 8	\$96,900.00	No. 9	\$327,750.00
No. 10	\$47,500.00	No. 11	\$406,125.15	No. 12	\$485,438.95
No. 13	\$370,832.31	No. 14	\$163,237.85	No. 15	

Total Previous Estimates: \$3,572,807.98

NET AMOUNT DUE THIS ESTIMATE: \$ 302,967.70

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

CITY OF HICKMAN

By:  By: _____

cc: City of Hickman - Owner
Neuvirth Construction Inc. - Contractor
Project File

Contractor's Application For Payment No. 15

To (Owner):	City of Hickman	Application Period:	2/1/2025	3/31/2025	Application Date:	4/3/2025
Contractor	Neuvirth Construction Inc	PROJECT NAME			Invoice Number	1423 15
Address	7386 county road P35 Blair Ne. 68008	Hickman WWTP			Via (Engineer)	
Project Number	1423				Engineer's Project No.:	

Change Order Summary

Approved Change Orders		
Number	Additions/Deductions	Description
1	\$ 6,635.50	CO1- Remove Abandoned Sewer
2	\$ 15,593.32	CPR 006 Headworks Form Savers
3	\$ 30,918.16	CPR 7A Clarifier Changes
4	\$ 39,819.68	WCD 02 Remove and Replace SBR Valve
5	\$ 100,250.00	CPR 009 Alt RAS Pipe Route
6	\$ (3,497.28)	CPR 7B Valve & Valve Box Deduct
7	\$ 265.23	CO8 Heater Alteration
8	\$ 3,683.38	CO7 Wall Penetration
9	\$ 10,256.72	CO6 Site Piping
10	\$ 3,810.79	WCD 03 Support and Grating
TOTALS	\$ -	
NET CHANGE BY	\$ -	
CHANGE ORDERS	\$ 207,735.50	

1. ORIGINAL CONTRACT PRICE	\$ \$ 3,966,900.00
1a. Overage Not by Change Order	
2. Net change by Change Orders	\$ \$ 150,782.88
3. CURRENT CONTRACT PRICE (Line 1±1a± 2)	\$ \$ 4,117,682.88
4. TOTAL COMPLETED AND STORED TO DATE (Column G+J on Progress Estimate)	\$ \$ 4,079,763.88
5. RETAINAGE:	
a. 5% <input checked="" type="checkbox"/> Override Work Completed	\$ \$ 15,945.67
b. 5% <input checked="" type="checkbox"/> Override Stored Materials	\$ \$ -
c. Retainage (Line 5a + Line 5b)	\$ \$ 15,945.67
d. Previous retainage	\$ \$ 188,042.53
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c-Line 5d)	\$ \$ 3,875,775.69
7. LESS PREVIOUS PAYMENTS	\$ \$ 3,572,807.98
8. AMOUNT DUE THIS APPLICATION	\$ \$ 302,967.70
9. BALANCE TO FINISH (Column O on Progress Estimate)	\$ \$ 53,864.67
10. FINAL APPLICATION FOR RETAINAGE	\$ \$ -

Contractor's Certification

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Digitally signed by Jacob Neuvirth
 DN: C=US, E=jacob@neuvirth.com,
 O=Neuvirth Construction, CN=Jacob Neuvirth
 Date: 2025.04.03 06:38:00-05'00'

By: _____ Date: _____

Payment of: _____
 (Line 8 or other - attach explanation of other amount)

is recommended by: _____ (Engineer) _____ (Date)

Payment of: _____
 (Line 8 or other - attach explanation of other amount)

is approved by: _____ (Owner) _____ (Date)

Approved by: _____ (Date)
 Funding Agency (if applicable)

Labor & Equipmen \$ 225,724.67 **Materials** \$ 77,243.03 **Tax** \$ -

Tax Exempt

Progress Estimate

Contractors Application

15

Job Name		Hickman WWTP				Invoice Number:		1423 15		Neuvirth Construction Inc					
Application Date		4/3/2025				Application Period:		2/1/2025		3/31/2025					
A	Owner	City of Hickman				C	CC	D	E	F	G	H	I	J	
Item	Description	Bid Quantity	Overrun Quantity	Unit Price	Bid Value	Work Completed				Materials Presently Stored	Completed and Stored to Date		Balance to Finish (B - G)	Materials Incorp. This Application	
Bid Item No.						From Previous Application	Overrun This Period	Quantity this Period	Value this Application		(C + E + F)	(G / B)			
1	Bypass Procedure	1	0.00	\$ 37,623.35	\$ 37,623.35	\$ 37,623.35	\$ -	0.00		\$ -	\$ 37,623.35	100.00%	\$ -	\$ -	
2	Clarifier Pipe and Fittings Interior	1	0.00	\$ 65,555.68	\$ 65,555.68	\$ 65,555.68	\$ -	0.00		\$ -	\$ 65,555.68	100.00%	\$ (0.00)	\$ -	
3	Clarifier Structure	1	0.00	\$ 531,111.36	\$ 531,111.36	\$ 531,111.36	\$ -	0.00		\$ -	\$ 531,111.36	100.00%	\$ -	\$ -	
4	Clarifier Skimmer Mechanism	1	0.00	\$ 415,555.67	\$ 415,555.67	\$ 374,974.00	\$ -	0.10	\$ 40,581.67	\$ -	\$ 415,555.67	100.00%	\$ -	\$ -	
5	Clarifier Stairs and Footing	1	0.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ -	0.00		\$ -	\$ 15,000.00	100.00%	\$ -	\$ -	
6	Electrical	1	0.00	\$ 392,111.24	\$ 392,111.24	\$ 240,000.00	\$ -	0.39	\$ 152,111.24	\$ -	\$ 392,111.24	100.00%	\$ -	\$ -	
7	Existing Pump Station Modifications	1	0.00	\$ 40,354.99	\$ 40,354.99	\$ 40,354.99	\$ -	0.00		\$ -	\$ 40,354.99	100.00%	\$ -	\$ -	
8	Headworks Bar Screen and Compactor	1	0.00	\$ 460,917.24	\$ 460,917.24	\$ 460,917.24	\$ -	0.00		\$ -	\$ 460,917.24	100.00%	\$ -	\$ -	
9	Headworks Structure	1	0.00	\$ 571,834.48	\$ 571,834.48	\$ 571,834.48	\$ -	0.00		\$ -	\$ 571,834.48	100.00%	\$ -	\$ -	
10	Headworks Interior	1	0.00	\$ 460,917.24	\$ 460,917.24	\$ 460,917.24	\$ -	0.00		\$ -	\$ 460,917.24	100.00%	\$ -	\$ -	
11	Headworks Excavation	1	0.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ -	0.00		\$ -	\$ 100,000.00	100.00%	\$ -	\$ -	
12	Logistics	1	0.00	\$ 324,959.14	\$ 324,959.14	\$ 276,743.87	\$ -	0.15	\$ 48,215.27	\$ -	\$ 324,959.14	100.00%	\$ -	\$ -	
13	Oxidation Ditch	1	0.00	\$ 59,430.51	\$ 59,430.51	\$ 30,000.00	\$ -	0.50	\$ 29,430.51	\$ -	\$ 59,430.51	100.00%	\$ 0.00	\$ -	
14	Site Demolition	1	0.00	\$ 29,095.15	\$ 29,095.15	\$ 29,095.15	\$ -	0.00		\$ -	\$ 29,095.15	100.00%	\$ 0.00	\$ -	
15	Site General	1	0.00	\$ 94,865.00	\$ 94,865.00	\$ 56,946.00	\$ -	0.00		\$ -	\$ 56,946.00	60.03%	\$ 37,919.00	\$ -	
16	Site Headworks	1	0.00	\$ 124,523.00	\$ 124,523.00	\$ 124,523.00	\$ -	0.00		\$ -	\$ 124,523.00	100.00%	\$ 0.00	\$ -	
17	Site Work	1	0.00	\$ 135,086.51	\$ 135,086.51	\$ 118,000.00	\$ -	0.13	\$ 17,086.51	\$ -	\$ 135,086.51	100.00%	\$ -	\$ -	
18	SWPPP	1	0.00	\$ 23,329.44	\$ 23,329.44	\$ 23,329.44	\$ -	0.00		\$ -	\$ 23,329.44	100.00%	\$ (0.00)	\$ -	
19	Alternate 1	1	0.00	\$ 84,630.00	\$ 84,630.00	\$ -	\$ -	1.00	\$ 84,630.00	\$ -	\$ 84,630.00	100.00%	\$ -	\$ -	
	CO6 Site Piping Adjustments	1	0.00	\$ 10,256.72	\$ 10,256.72	\$ 10,256.72	\$ -	0.00		\$ -	\$ 10,256.72	100.00%	\$ -	\$ -	
	CPR 006 Headworks Form Savers	1	0.00	\$ 15,593.32	\$ 15,593.32	\$ 15,593.32	\$ -	0.00		\$ -	\$ 15,593.32	100.00%	\$ -	\$ -	
	CPR 005 Remove Existing Abandoned Sewer	1	0.00	\$ 6,635.50	\$ 6,635.50	\$ 6,635.50	\$ -	0.00		\$ -	\$ 6,635.50	100.00%	\$ -	\$ -	
	CPR 7A Clarifier Changes	1	0.00	\$ 30,918.16	\$ 30,918.16	\$ 30,918.16	\$ -	0.00		\$ -	\$ 30,918.16	100.00%	\$ -	\$ -	
	WCD 02 Remove and Replace SBR Valve	1	0.00	\$ 39,819.68	\$ 39,819.68	\$ 39,819.68	\$ -	0.00		\$ -	\$ 39,819.68	100.00%	\$ -	\$ -	
	CPR 009 Alt RAS Pipe Route	1	0.00	\$ 100,250.00	\$ 100,250.00	\$ 100,250.00	\$ -	0.00		\$ -	\$ 100,250.00	100.00%	\$ -	\$ -	
	CPR 003 Pump Station Pipe	0	0.00	\$ -	\$ -	\$ -	\$ -	0		\$ -	\$ -	0	\$ -	\$ -	
	CPR 7B Valve & Valve Box Deduct	1	0.00	\$ (3,497.28)	\$ (3,497.28)	\$ (3,497.28)	\$ -	0.00		\$ -	\$ (3,497.28)	100.00%	\$ -	\$ -	
	CO11 Exterior Heat Alteration	0	0.00	\$ -	\$ -	\$ -	\$ -	0		\$ -	\$ -	0	\$ -	\$ -	
	CO10 Telescoping Valve Extension	0	0.00	\$ -	\$ -	\$ -	\$ -	0		\$ -	\$ -	0	\$ -	\$ -	
	CO7 Wall Penetration	1	0.00	\$ 3,683.38	\$ 3,683.38	\$ 3,683.38	\$ -	0.00		\$ -	\$ 3,683.38	100.00%	\$ -	\$ -	
	CO8 Heater Alterations	1	0.00	\$ 265.23	\$ 265.23	\$ 265.23	\$ -	0.00		\$ -	\$ 265.23	100.00%	\$ -	\$ -	
	Additional Handrail	0	0.00	\$ -	\$ -	\$ -	\$ -	0		\$ -	\$ -	0	\$ -	\$ -	
	Launder Covers	0	0.00	\$ -	\$ -	\$ -	\$ -	0		\$ -	\$ -	0	\$ -	\$ -	
	CO 12- Discharge Pipe Support	1	0.00	\$ 2,156.69	\$ 2,156.69	\$ -	\$ -	1.00	\$ 2,156.69	\$ -	\$ 2,156.69	100.00%	\$ -	\$ -	
	CO 12- Oxidation Ditch Bar Grating Alterations	1	0.00	\$ 16,866.21	\$ 16,866.21	\$ -	\$ -	1.00	\$ 16,866.21	\$ -	\$ 16,866.21	100.00%	\$ -	\$ -	
	CO 12- Replace Pump Station Lighting	1	0.00	\$ 4,955.47	\$ 4,955.47	\$ -	\$ -	1.00	\$ 4,955.47	\$ -	\$ 4,955.47	100.00%	\$ -	\$ -	
	CO 12- Bar Grate Alterations	1	0.00	\$ 1,654.10	\$ 1,654.10	\$ -	\$ -	1.00	\$ 1,654.10	\$ -	\$ 1,654.10	100.00%	\$ -	\$ -	
	Explosion Proof Fixtures	0	0.00	\$ -	\$ -	\$ -	\$ -	0		\$ -	\$ -	0	\$ -	\$ -	
	CO 10- Paving Alterations	1	0.00	\$ 5,855.70	\$ 5,855.70	\$ -	\$ -	1.00	\$ 5,855.70	\$ -	\$ 5,855.70	100.00%	\$ -	\$ -	
	Remove Alternate 1	1	0.00	\$ (84,630.00)	\$ (84,630.00)	\$ -	\$ -	1.00	\$ (84,630.00)	\$ -	\$ (84,630.00)	100.00%	\$ -	\$ -	
	Remake Oxidation Ditch Grating	0	0.00	\$ -	\$ -	\$ -	\$ -	0		\$ -	\$ -	0	\$ -	\$ -	
Original Contract Total					\$ 3,966,900.00	\$ 3,760,850.51		//////////	\$ 318,913.37	\$ -	\$ 4,079,763.88	102.85%	\$ 37,919.00	\$ -	
Net Increase/Decrease Total					\$ -										
C/O Total					\$ 150,782.88										



MACQUEEN™

MacQueen
5360 Alvo Road
Lincoln, NE 68514
402-435-0061

Ship To: SAME AS BELOW

Invoice To: CITY OF HICKMAN
Po Box 127
Hickman NE 68372

Branch 04 - LINCOLN NE		
Date 04/17/2025	Time 14:18:40 (O)	Page 1
Account No HICKM001	Phone No 4027922212	Est No 00 Q00805
Ship Via	Purchase Order PENDING	
Tax ID No		
GREGORY OLIVERIUS		Salesperson 120

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 05/17/2025 Amount

2026 VACTOR RAMJET TRAILER MOUNT SEWER JETTER 108599.00

-

HATZ 74 HP DIESEL ENGINE TIER IV
WITH HIGH ENGINE TEMP/LOW OIL PRESSURE SHUTDOWN
E-STOP BUTTON
30 GPM @ 3000 PSI TRI-PLEX PUMP
PULSATION SYSTEM
COLD WEATHER RECIRCULATION AND ANTI-FREEZE SYSTEM
750 GALLON WATER CAPACITY
PIVOTING HOSE REEL WITH 500' 3/4" HOSE
FOOTAGE COUNTER
25' LEADER HOSE
STANDARD FLUSHING NOZZLE
PENETRATING NOZZLE
TIGER TAIL
SAFETY CONE HOLDER
2 1/2" FILL HOSE
3000 PSI WASHDOWN GUN WITH 25' OF 1/2" HOSE
TANDEM AXLE TRAILER - 12,000 LB. GVW
LED TRAILER LIGHTS WITH AMBER LED BEACON
2 5/16" BALL HITCH
TOOL BOX OVER EACH FENDER WITH DRI-DECKING

Sale # 01 Subtotal: 108599.00
Total: 108599.00

Miscellaneous Charges/Credits

DISCOUNT Qty: 1 Price: 3500.00 3500.00-

Miscellaneous Charges/Credits Total: 3500.00-

Subtotal: 105099.00
Quote Total: 105099.00

Authorization: _____



MACQUEEN™

MacQueen
5360 Alvo Road
Lincoln, NE 68514
402-435-0061

Ship To: SAME AS BELOW

Invoice To: CITY OF HICKMAN
Po Box 127
Hickman NE 68372

Branch 04 - LINCOLN NE		
Date 04/17/2025	Time 14:18:40 (O)	Page 2
Account No HICKM001	Phone No 4027922212	Est No 00 Q00805
Ship Via	Purchase Order PENDING	
Tax ID No		
GREGORY OLIVERIUS		Salesperson 120

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 05/17/2025 Amount

QUOTED PRICES ARE BASED ON CURRENT COSTS AND THEREFORE SUBJECT TO CHANGE

WITH WRITTEN NOTICE TO ACCOUNT FOR PRICING CHANGES BEYOND SELLER'S CONTROL

-
DISCOUNT APPLIED TOWARD PURCHASE OF 2025 DEMO UNIT

A TRAILER JETTER THAT LEADS THE WAY.



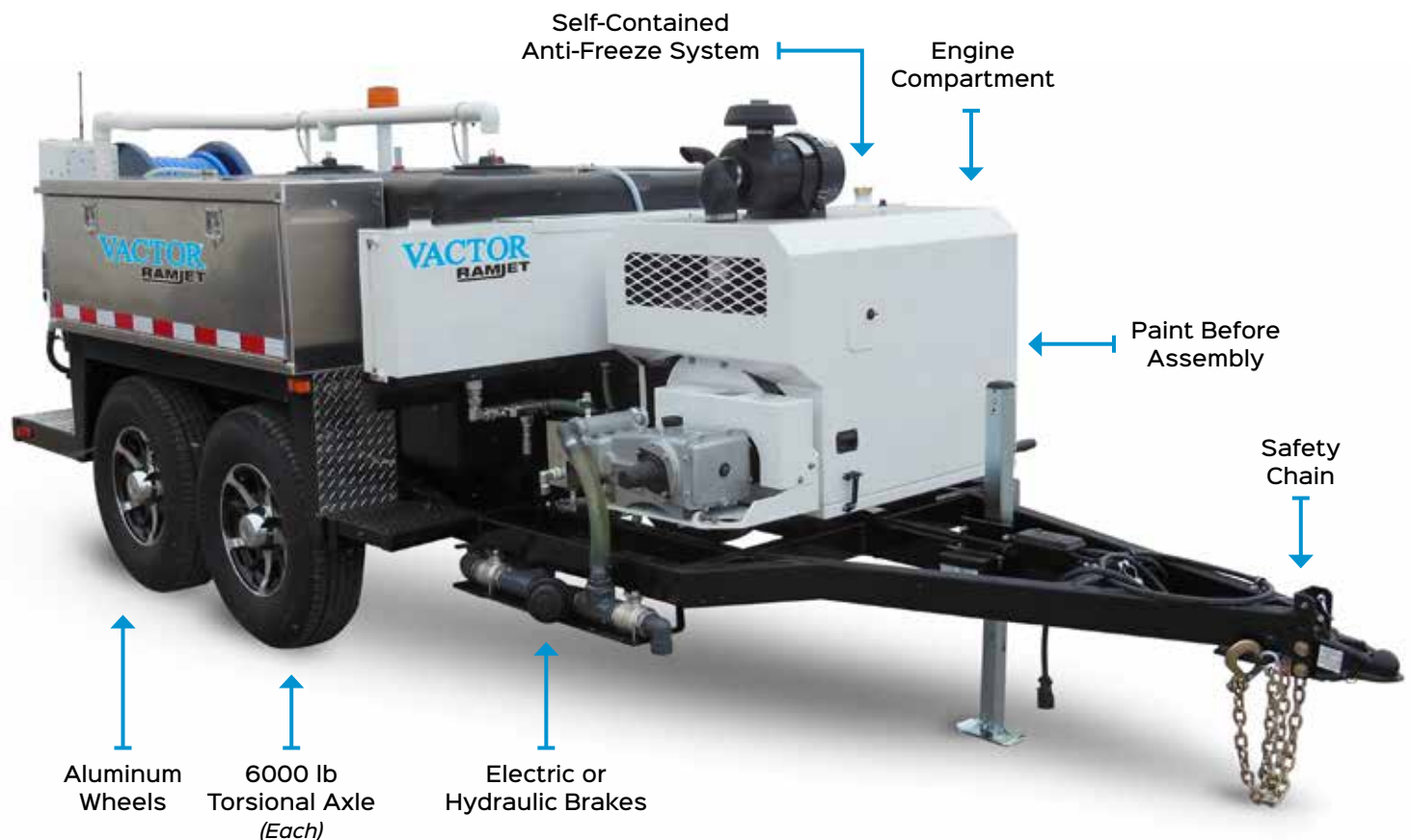
VACTOR[®]
RAMJET

VACTOR® RAMJET® TRAILER & SKID-MOUNTED JETTERS

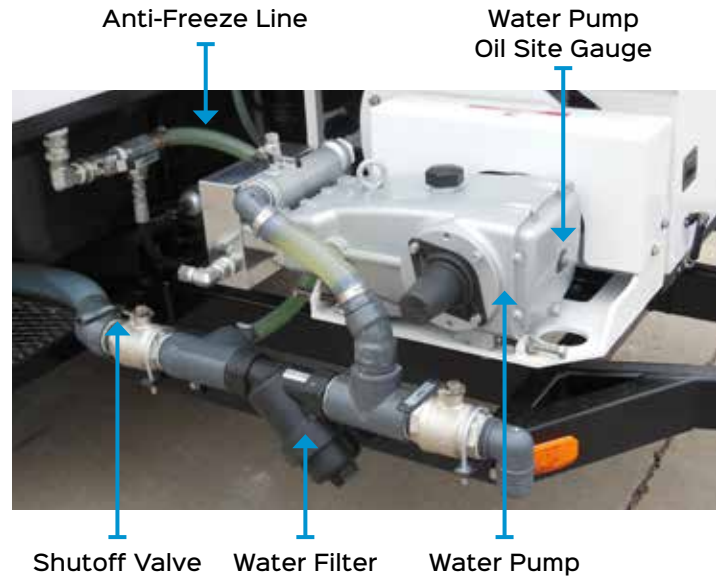
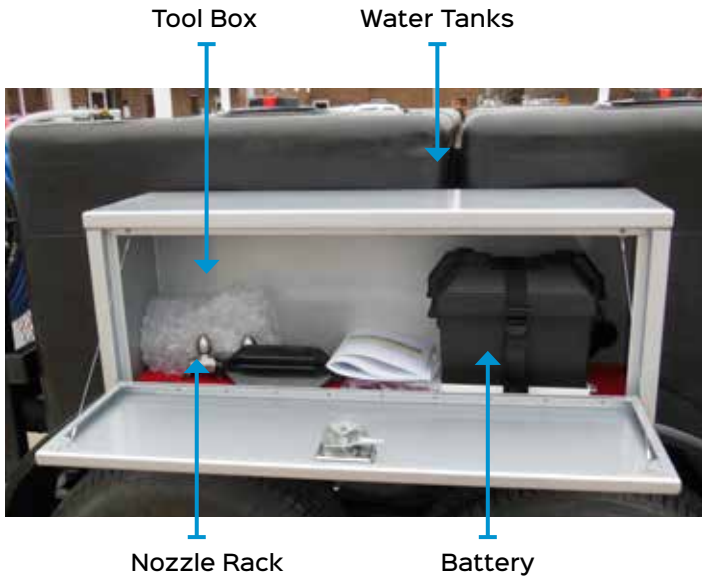
If you're looking for a cost-effective, yet powerful, sewer maintenance tool, the Vactor Ramjet trailer and skid-mounted series offers you more than just performance and convenience. With more configuration choices in engines and pumps, plus water tanks up to 1,000 gallons, and a wide range of productivity-building options, the Ramjet series is simply your best choice.

To effectively clean sewers, drains, pipelines and culverts, the Ramjet offers you:

- Five available water systems: 18 GPM at 4,000 PSI, 30 GPM at 3,000 PSI, 36 GPM at 3,000 PSI, 40 GPM at 2,000 PSI and 40 GPM at 3,000 PSI
- State-of-the-art control panel with complete jetter management system and optional wireless remote
- Pivot hose reel for greater operating ease and precision
- Self-contained anti-freeze system for improved cold weather operation
- Advanced hydraulic controls including pay in/out and speed control
- Optional hydraulic pull out reel
- Rugged construction engineered for years of reliable service
- Performance enhancing options that allow you to create a jetter suited to your specific needs and applications



WATER SYSTEMS



BASIC FEATURES

18 GPM at 4,000 PSI

- 300 Gallon single axle trailer
- 600 gallon tandem axle trailer
- 3 Cylinder engine
- Tier 4 diesel engine
- 3 Cylinder run-dry water pump*
- Water recirculation, anti-freeze, and pulsation system
- 800' x 1/2" cap rotating hose reel

30 GPM @ 3,000 PSI

- 375 Gallon single axle trailer
- 750 gallon tandem axle trailer
- Tier 4 diesel engine
- 3 Cylinder ceramic plunger run-dry water pump*
- Water recirculation, anti-freeze, and pulsation system
- 600' x 3/4" cap rotating hose reel

36 GPM @ 3,000 PSI

- 375 Gallon single axle trailer
- 750 gallon tandem axle trailer
- Tier 4 diesel engine
- 3 Cylinder ceramic plunger run-dry water pump*
- Water recirculation, anti-freeze, and pulsation system
- 600' x 3/4" cap rotating hose reel

40 GPM @ 2,000 PSI

- 375 Gallon single axle trailer
- 750 gallon tandem axle trailer
- Tier 4 diesel engine
- 3 Cylinder ceramic plunger run-dry water pump*
- Water recirculation, anti-freeze, and pulsation system.
- 600' x 3/4" cap rotating hose reel

40 GPM @ 3,000 PSI

- 375 Gallon single axle trailer
- 750 gallon tandem axle trailer
- Tier 4 diesel engine
- 3 Cylinder direct gear box driven water pump
- Water recirculation, anti-freeze, and pulsation system
- 600' x 3/4" cap rotating hose reel

OPTIONAL EQUIPMENT

- Engine shroud silent pak
- Electronic throttle control
- JMS remote control system
- Power telescoping hose reel
- Dual hose reel
- Washdown system
- Tool storage

**Run-dry plunger pumps provide the ability of running dry of water without sustaining pump damage. It is not intended to run for long periods of time and/or at high RPM levels without water.*

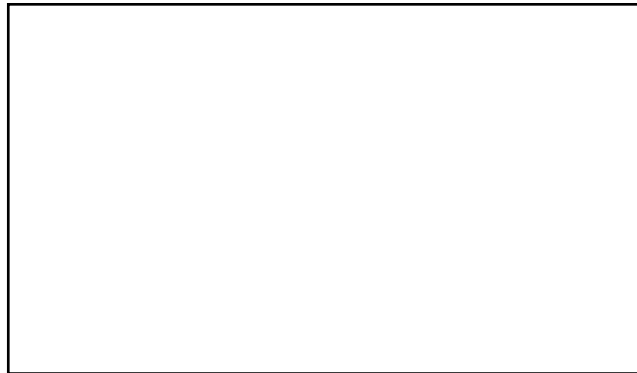
DISCOVER THE RAMJET TRAILER & SKID-MOUNTED JETTERS.

Performance you expect from a proven leader.



The Ramjet trailer & skid-mounted jettors are the perfect machines for fast, safe response to sewer blockages as well as regular preventative line maintenance. Our line of reliable, high-pressure water jettors are specially designed for cleaning municipal sewer, drain and pipe lines as well as culverts at low water volume. These units are ideal for cost effective maintenance and emergency response in tight, confined environments.

Vactor has proudly been dedicated to continuously improving sewer cleaners for over fifty years, and the versatile and reliable Ramjet trailer & skid-mounted units are just a few options of the highly customized solutions we offer.



Scan code
for more info



VACTOR[®]
Subsidiary of Federal Signal Corporation

vactor.com

Vactor Manufacturing, Inc. • 1621 South Illinois Street • Streator, IL 61364 USA
Phone 815.672.3171 • Fax 815.672.2779

Specifications subject to change without notice. Some product shown with optional equipment. Vactor[®] and Ramjet[®] are registered trademarks and subsidiaries of Federal Signal Corp. Federal Signal is listed in the NYSE by the symbol FSS.

Effective Date 2/20 P/N 00155-C ©2020 Vactor Manufacturing

Q U O T A T I O N

CRETE ACE HARDWARE
1025 Main Ave
Crete, NE 68333
Phone #: (402)826-5500
Fax #: (402)826-4570

PHONE #: (402)792-2212
CELL #:
ALT. #:
P.O.#:
TERMS: **Cash**
SALES TYPE: **Quote**

DATE: **4/16/2025**
ORDER #: **39085**
CUSTOMER #: **7257**
CP: **Dan**
LOCATION: **1**
STATUS: **Active**

BILL TO 7257

CITY OF HICKMAN
115 LOCUST STREET
HICKMAN, NE 68372

SHIP TO

CITY OF HICKMAN
115 LOCUST STREET
HICKMAN, NE 68372

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
****	MISC	ZSX5260 Z-SPRAY	1	\$18,879.00	\$18,879.00	\$18,879.00
EXM	142-7070	KIT-FOAM MARKER	1	\$1,299.99	\$1,039.99	\$1,039.99
EXM	142-6371	KIT-7 GAL ISO TANK	1	\$1,235.99	\$988.79	\$988.79

Prices subject to change.
Prices reflected on this quote are valid for 30 days.

SUBTOTAL: \$20,907.78
TAX: \$0.00
ORDER TOTAL: \$20,907.78

Spreader

* Updated price as prior
demo model sold. 5/5



Q U O T A T I O N

CRETE ACE HARDWARE
1025 Main Ave
Crete, NE 68333
Phone #: (402)826-5500
Fax #: (402)826-4570

PHONE #: (402)792-2212
CELL #:
ALT. #:
P.O.#:
TERMS: **Cash**
SALES TYPE: **Quote**

DATE: **4/16/2025**
ORDER #: **39086**
CUSTOMER #: **7257**
CP: **Dan**
LOCATION: **1**
STATUS: **Active**

BILL TO 7257

CITY OF HICKMAN
115 LOCUST STREET
HICKMAN, NE 68372

SHIP TO

CITY OF HICKMAN
115 LOCUST STREET
HICKMAN, NE 68372

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
EXM	LZX921GKA606Q1	60" LAZER X KAWI FX921 ULTRACUT SER 6 W/ ADAPT	1	\$18,799.00	\$15,039.00	\$15,039.00

Prices subject to change.
Prices reflected on this quote are valid for 30 days.

SUBTOTAL: \$15,039.00
TAX: \$0.00

ORDER TOTAL: \$15,039.00

Rider

Authorized By: _____

Q U O T A T I O N

CRETE ACE HARDWARE
1025 Main Ave
Crete, NE 68333
Phone #: (402)826-5500
Fax #: (402)826-4570

PHONE #: (402)792-2212
CELL #:
ALT. #:
P.O.#:
TERMS: **Cash**
SALES TYPE: **Quote**

DATE: **4/16/2025**
ORDER #: **39083**
CUSTOMER #: **7257**
CP: **Dan**
LOCATION: **1**
STATUS: **Active**

BILL TO 7257

CITY OF HICKMAN
115 LOCUST STREET
HICKMAN, NE 68372

SHIP TO

CITY OF HICKMAN
115 LOCUST STREET
HICKMAN, NE 68372

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
EXM	VXX999EKA60600	Vertex X-Series 38.5 HP Kaw FX1000V w/ 60" UltraCut Series 6	1	\$16,499.00	\$13,199.00	\$13,199.00

Prices subject to change.
Prices reflected on this quote are valid for 30 days.

EFI
staff preferred model*

SUBTOTAL:	\$13,199.00
TAX:	\$0.00
ORDER TOTAL:	\$13,199.00

Standup

Performs on steep inclines easily. 5/5

Authorized By: _____