

City Council Regular Meeting
Tuesday, September 23, 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 the 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 September 9, 2025, City Council Meeting Minutes
 - 5.B. Approval of September 16, 2025, City Council Special Meeting Minutes

- 5.C. Claims and Accounts Payable Report
6. Proclamations, Presentations, Appointments, Affirmations & Introductions - None
7. Reports
 - 7.A. Public Works and Parks and Recreation Department
 - 7.B. City Code Violations, Abatements, Nuisances and Permits
8. Public Hearings - None
9. Unfinished Business
 - 9.A. Ordinance 2025-11, Adoption of the City Budget Statement to be termed the Annual Appropriation Bill; to appropriate sums for necessary expenses & liabilities; & to provide for an effective date. (Third Reading)
10. New Business
 - 10.A. Approval of Terrace View Park Recreational Pickleball Courts 90% Design & Bid Specifications
 - 10.B. Resolution 2025-15, Mechanical Amusement Device Tax
 - 10.C. Approval of Construction Contract with Van Kirk Bros Contracting for Hickman Booster Pump Station
 - 10.D. Consideration of NEXTLINK Access and Lease Agreement for Water Tower
 - 10.E. Scotts Creek Trail Change Order No. 1 for change in concrete thickness, increase \$7,992.50
 - 10.F. Discussion of Midwest Armor Coating Patch & Armor Coat Project on Hickman Road
11. City Administrator's Report
12. Governing Body Comments & Council Correspondence
13. Meeting Adjournment

MINUTES OF THE HICKMAN CITY COUNCIL MEETING HELD September 9, 2025

Mayor Phil Goering called the meeting to order at 7:00 pm on September 9, 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 August 26, 2025, City Council Meeting Minutes and Claims and Accounts Payable Report. Motion by Noren 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 – None

Reports

Fire Chief John Brady gave the Hickman Fire & Rescue Report. Hickman Fire & Rescue has had 203 calls for service this year already and logged over 550-man hours. Their service time is a little over twelve minutes, which is quite impressive considering Lincoln Fire & Rescue is eight minutes with a full-time department. Recruiting issues are still their top concern, which is a regional issue. He explained that there are times when there are dropped calls because there are not enough volunteers available to respond. They have expanded the recruiting area to include Lincoln and have a class of eleven providers that are currently going through the vetting and training process. He shared that they purchased three brand-new apparatus. The new dual-purpose pumper tanker truck that carries 3,000 gallons should significantly increase the ISO rating. A new ambulance and urban interface pumper are coming in October.

There was no Planning Commission Report.

Deputy Dowhower presented the Lancaster County Sheriff's Report.

The City Administrator presented the Community Center and Activities Report.

Motion by Council Member Noren and a second by Wagner 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

Mayor Goering opened the public hearing for the 2026 One and Six Year Street Improvement Plan at 7:37 pm and invited Mr. Shane Huxoll with Olsson's to present. Huxoll explained that the One- and Six-Year Plan is required by the State of Nebraska. The one-year plan consists of replacing Wagon Train Avenue from Wagon Train Road to Stagecoach Avenue and replacing the City's portion of Chestnut Street (68th Street) from 7th Street (Hickman Road) to the northern corporate limits. The six-year plan consists of Chestnut Street (68th St.) from 7th Street (Hickman Rd) to Wagon Train Road and replacing the intersection of Chestnut Street (68th St.)

and Woodland Boulevard with a roundabout. No public comments were received on the One- & Six-Year Street Improvement Plan. Motion by Ziemann and a second by Noren to close the public hearing at 7:41pm. The following Council Members voted "YEA": Ziemann, Kulwicki, Noren, Borchardt, Drahotka and Wagner. The following Council Members voted "NAY": None. Motion passed 6-0.

Mayor Goering opened the public hearing for the 2025-2026 Budget Hearing at 7:42 p.m. and invited the City Administrator to present the proposed budget. The proposed budget has the 2025 Property Tax Request at \$1,821,816.79, maintaining the same tax rate as the prior year at 0.448137 per \$100 of assessed value. Hickman will be participating in the Joint Public Hearing with Lancaster County on September 18, 2025. Mayor Goering called for any person wishing to speak in support, opposition or neutral capacity. There was no public comment. Motion by Wagner and a second Ziemann to close the public hearing at 7:54 p.m. The following Council Members voted "YEA": Noren, Wagner, Ziemann, Kulwicki, Borchardt and Drahotka. The following Council Members voted "NAY": None. Motion passed 6-0.

The Mayor opened the public hearing at 7:55 pm to hear public comments on the 2024-2025 Budget Hearing relating to setting the Final Tax Request at a different amount than the prior year tax request. Mayor Goering called for any person wishing to speak in support, opposition or neutral capacity. There was no public comment. Motion was made by Kulwicki and seconded by Noren to close the public hearing at 7:56 pm. The following Council Members voted "YEA": Noren, Wagner, Ziemann, Kulwicki, Borchardt and Drahotka. The following Council Members voted "NAY": None. Motion passed 6-0.

Unfinished Business – None

New Business

Mayor Goering presented Resolution 2025-12. Motion by Council Member Noren and a second by Wagner to approve Resolution 2025 -12, a resolution approving the One & Six Year Street Improvement Plan. RESOLUTION NO. 2025-12 WHEREAS, The City of Hickman, Nebraska, has conducted a public hearing in accordance with the requirements of the Board of Public Roads Classification and Standards, NOW, THEREFORE, be it resolved by the Mayor and City Council that the One and Six Year Plan for streets as presented at said public hearing has been accepted and approved. Public hearing for said plan was held on September 9, 2025. The following Council Members voted "YEA": Noren, Wagner, Ziemann, Kulwicki, Borchardt and Drahotka. The following Council Members voted "NAY": None. Motion passed 6-0.

The City Administrator presented Resolution 2025-13, a resolution to authorize the transfer from the General Fund to the Street Fund per 25% Match of Highway Allocation Receipts. Motion by Wagner and a second by Noren to approve Resolution 2025-13, authorizing the transfer of \$90,891.00 from the General Fund to the Street Fund for the 25% match of Highway Allocation Receipts. RESOLUTION NO. 2025-13 BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF HICKMAN, NEBRASKA: WHEREAS, the City of Hickman, Nebraska receives Highway Allocation Funds from the State of Nebraska. NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF HICKMAN, NEBRASKA, that the City of Hickman will transfer \$90,891.00 from the City of Hickman's

General Fund to the City of Hickman's Street Fund to cover the 25% Match of Highway Allocation Receipts. PASSED AND APPROVED this 9th day of September 2025. The following Council Members voted "YEA": Noren, Wagner, Ziemann, Kulwicki, Borchardt and Drahota. The following Council Members voted "NAY": None. Motion passed 6-0.

The City Administrator presented Resolution 2025-14, Property Tax Request for 2025-2026, different than the property tax request for the prior year. Motion by Council Member Wagner and a second by Noren to approve Resolution 2025-14, a resolution setting the property tax request for 2025-2026 different than the property tax request for the prior year. WHEREAS, Nebraska Revised Statute 77-1632 and 77-1633 provides that the Governing Body of the City of Hickman passes by a majority vote a resolution or ordinance setting the tax request; and WHEREAS, a special public hearing was held as required by law to hear and consider comments concerning the property tax request; NOW, THEREFORE, the Governing Body of the City of Hickman, Nebraska, resolves that: 1. The 2025-2026 property tax request be set at: General Fund: \$ 1,021,251.79 Bond Fund: \$ 800,565.00 2. The total assessed value of property differs from last year's total assessed value by twelve percent (12%). 3. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property, would be 0.399011 per \$100 of assessed value. 4. The City of Hickman proposes to adopt a property tax request that will cause its tax rate to be 0.448137 per \$100 of assessed value. 5. Based on the proposed property tax request and changes in other revenue, the operating budget of the City of Hickman, Nebraska will be less than last year's budget by twelve percent (-12%). 6. A copy of this resolution be certified and forwarded to the County Clerk on or before October 15, 2025. The following Council Members voted "YEA": Kulwicki, Noren, Ziemann, and Wagner. The following Council Members voted "NAY": Drahota and Borchardt. Motion passed 4-2.

Mayor Goering presented Ordinance 2025-11. The City Administrator explained that this was an ordinance approving the proposed expenditures including the operating expenses, capital improvements, capital outlays, debt service and transfers from the general fund. Wagner introduced Ordinance 2025-11 and asked the Clerk to read it by title. Ordinance No. 2025-11, AN ORDINANCE to adopt the budget statement to be termed the annual appropriation bill; to appropriate sums for necessary expenses and liabilities; to provide for an effective date. Motion by Council Member Wagner and a second by Noren to waive the three-reading rule for Ordinance 2025-11. Discussion followed. The following Council Members voted "YEA": Kulwicki, Noren, Ziemann, and Wagner. The following Council Members voted "NAY": Drahota and Borchardt. Motion failed 4-2. Motion by Council Member Noren and a second by Wagner to approve the first reading of Ordinance 2025-11, an ordinance to adopt the budget statement to be termed the Annual Appropriation Bill. Discussion followed. The following Council Members voted "YEA": Kulwicki, Noren, Ziemann, Drahota and Wagner. The following Council Members voted "NAY": Borchardt. Motion passed 5-1.

Eric Casper with JEO presented the Mayor and Council with an alternate Master Plan for the Terrace View Pickleball Park Project. After finding that there was a 9% difference in elevation on the site, they determined that there would be a significant savings in grading expense by flipping the multi-use area with the pickleball courts. Casper plans to attend the September 23rd City Council Meeting for approval to bid, have the bid opening on October 16th and award the

bid at the October 28th City Council Meeting. He anticipated a construction start date of November 3rd.

City Administrator's Report

The City Administrator reported that she is working with Norris students to update the "Welcome to Hickman" sign on Hickman Road at the Wastewater Treatment Plant. The Hickman Area Community Foundation has donated \$845 from their beautification fund to fund the project. Students will design, construct and install with the city paying for materials. Van Kirk Bros., the contractor for the Booster Pump Station Project, are planning on starting construction once the pump station is onsite after its fabrication. They anticipate early spring unless we get a mild winter and they can start earlier. Motion by Council Member Wagner and a second by Ziemann to approve the City Administrator's report as presented. The following Council Members voted "YEA": Noren, Wagner, Ziemann, Kulwicki, Borchardt and Drahota. The following Council Members voted "NAY": None. Motion passed 6-0.

Governing Body Comments & Council Correspondence – None

Meeting Adjournment

Motion by Council Member Borchardt and a second by Ziemann to adjourn the meeting at 8:37pm. The following Council Members voted "YEA": Noren, Wagner, Ziemann, Kulwicki, Borchardt and Drahota. The following Council Members voted "NAY": None. Motion passed 6-0.

Phil Goering, Mayor

Michele Lincoln, CMC, City Clerk

MINUTES OF THE HICKMAN CITY COUNCIL SPECIAL MEETING September 16, 2025

Mayor Phil Goering called the meeting to order at 6:00 pm on September 16, 2025, and referenced the meeting recording process, optional sign in sheet, and open meeting law posting. 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 Goering presented Ordinance 2025-11, Adoption of the City Budget Statement to be termed the Annual Appropriation Bill; to appropriate sums for necessary expenses & liabilities; & to provide for an effective date for the second reading. Motion by Council Member Wagner and a second by Noren to waive the three-reading rule for Ordinance 2025-11. The following Council Members voted "YEA": Kulwicki, Noren, Ziemann, and Wagner. The following Council Members voted "NAY": Drahota and Borchardt. Motion failed 4-2. Motion by Council Member Wagner and a second by Ziemann to approve the second reading of Ordinance 2025-11, adoption of the City Budget Statement to be termed the Annual Appropriation Bill; to appropriate sums for necessary expenses & liabilities; & to provide for an effective date. The following Council Members voted "YEA": Kulwicki, Noren, Ziemann, and Wagner. The following Council Members voted "NAY": Drahota and Borchardt. Motion passed 4-2.

The City Administrator presented a Tort Claim for Property Repairs at 103 Chestnut Street for sewage backup. The incident occurred while a contractor was cutting roots in the main for the City. Staff recommended referring the claim to the League Association of Risk Management. Motion by Council Member Borchardt and a second by Wagner to refer the tort claim in the amount of \$3,186.35 for repairs due to sewage backup at 103 Chestnut Street to the League Association of Risk Management. The following Council Members voted "YEA": Noren, Wagner, Ziemann, Kulwicki, Borchardt and Drahota. The following Council Members voted "NAY": None. Motion passed 6-0.

The City Administrator presented the Bid Form for Construction Contract with K2 Construction for Scott's Creek Trail Project. She reported that this agreement had standardized contractual information. The agreement was for the bid price of \$226,841.50 with a substantially complete date of October 31, 2025. This project has been approved for an 80% grant reimbursement through Nebraska Game & Parks. Motion by Council Member Ziemann and a second by Borchardt to approve the Bid Form for Construction Contract with K2 Construction for the Scotts Creek Trail Project. The following Council Members voted "YEA": Noren, Wagner, Ziemann, Kulwicki, Borchardt and Drahota. The following Council Members voted "NAY": None. Motion passed 6-0.

Motion by Council Member Borchardt and a second by Ziemann to adjourn the meeting at 6:30 pm. The following Council Members voted "YEA": Noren, Wagner, Ziemann, Kulwicki, Borchardt and Drahota. The following Council Members voted "NAY": None. Motion passed 6-0.

Phil Goering, Mayor

Michele Lincoln, CMC, City Clerk

Name	Description	Invoice
A-1 Total Home Pest Control	COMM CENTER - Pest Control Services	\$ 125.00
AFL Fences, Inc.	Softball & T-Ball Fence Repair	\$ 1,400.00
AFL Fences, Inc.	Sewer Plant Gate Repair	\$ 1,525.00
Alexander Jasa	Flag Football Officiant (9)	\$ 360.00
All Copy Products	OCT POSTAGE MACHINE RENTAL	\$ 643.82
All Roads Barricades, Inc.	Signs	\$ 2,148.32
Big Wood Tree Service	Tree Removal - 109 W 5th & Walnut Street	\$ 3,275.00
Bizco Technologies	Bizsecure Monitoring Service, Proofpoint, Server Backup	\$ 205.93
Black Hills Energy	Gas Utility - 588 Chestnut Sept '25 billing	\$ 53.77
Black Hills Energy	Gas Utility - 115 Locust Street Sept '25 billing	\$ 83.77
Black Hills Energy	Gas Utility - 214 E 5th Sept '25 billing	\$ 50.26
BOK Financial	HICKMANGO23 Interest & Fee	\$ 29,395.00
Brad Nelson	Uniform Allowance	\$ 200.00
Brody Stone	Flag Football Officiant (3)	\$ 120.00
Capital City Refuse	SEPT TRASH	\$ 133.13
Capital City Refuse	SEPT 2YD	\$ 85.00
Chelsey Brown	GSA PER DIEM-SALT LAKE CITY OCT6-9, 2025	\$ 196.00
Chris Wallman Reimb	REIMBURSE CDL PHYSICAL	\$ 85.00
Duteau Chevrolet	Floor Mats for 2025 Chevy Truck	\$ 165.00
Elliot Concrete & Construction	Hickman Rd (Autumn Pkwy to 54th Street) Tear Out & Replace Trail	\$ 28,700.00
Elliot Concrete & Construction	Hickman Rd Trail Panel Replacment by Water Tower	\$ 2,184.00
Elliot Concrete & Construction	Sidewalk Tear Out & Repour	\$ 24,768.00
Elliot Concrete & Construction	Concrete Repairs by manhole W 10th & Autumn Rd	\$ 3,250.00
Executive Answering Service	Answering Service 8-19-25 TO 9-15-25	\$ 66.40
Farmers Cooperative	Bulk Fuel	\$ 1,371.00
Farmers Cooperative	Bulk Vehicle Oil	\$ 1,431.00
Forbes, Cari	GSA PER DIEM-SALT LAKE CITY OCT6-9, 2025	\$ 196.00
Gana Trucking & Excavating, Inc.	Concrete Fines/Rubble Haul Off 54th & W. 7th	\$ 989.36
Gana Trucking & Excavating, Inc.	Backfill for Trail Replacement PV Park	\$ 1,511.44
Gana Trucking & Excavating, Inc.	Backfill for Trail Replacement on Hickman Rd from Autumn Rd to 54th	\$ 1,619.40
Gana Trucking & Excavating, Inc.	Load, Haul, & Dispose of dirt/compost in brush pile	\$ 30,000.00
Georgiana, Trent A- Reimb	Uniform Reimbursement	\$ 200.00
Hawkins, Inc.	Chlorine Cylinder	\$ 60.00
Hawkins, Inc.	Water Treatment Chemicals	\$ 1,158.53
Hickman Economic Development Association	2024 Trick or Treat on Trail Registration	\$ 45.00
JEO Consulting Group, Inc.	Hickman Pickleball Courts - Phase 1	\$ 11,810.00
Kuster, Karissa	Schooling/Profesional Development	\$ 630.00
League of Nebraska Municipalities	2025 Fall LNM Conference KO,ML,CF	\$ 1,467.00
LINCOLN, MICHELE	GSA PER DIEM-SALT LAKE CITY OCT6-9, 2025	\$ 196.00
Luke Findley	Flag Football Officiant (6)	\$ 240.00
Luther, Wade	Uniform Allowance	\$ 189.86
McDaniel, Ian	Flag Football Official (9)	\$ 360.00
MEAN	JOB TRAINING & SAFETY	\$ 95.00
Midwest Mechanical Industrial Services	Emergency Water Treatment Plant Repairs	\$ 29,741.90
Municipal Supply, Inc. of Omaha	FIRE HYDRANT FLANGE 5TH & LOCUST	\$ 278.43
Nebraska Dept of Revenue	Sales & Use Tax	\$ 6,200.99
Nebraska Dept of Revenue	Waste Reduction & Recycling Fee	\$ 25.00
Nebraska Generator Service LLC	Generator Well #4	\$ 93,040.45
Nebraska Generator Service LLC	Generator Well #3	\$ 93,182.88
Nebraska Public Health Environmental Lab	AUG WATER SAMPLES	\$ 126.00
Nebraska Snow Equipment	SNOW BLADE FOR 2025 CHEVY	\$ 9,447.64
Nebraska Snow Equipment	12' Kage Snow Storm System, Kubota 3 point mount (Snow Plow Attachment)	\$ 24,850.00
Oelke, Kelly - Reimb	GSA PER DIEM-SALT LAKE CITY OCT6-9, 2025	\$ 196.00
Olsson	General & Street Superintendent Engineering	\$ 696.25
Olsson	Project #D20-31290 Etmund Estates 2nd Add Constr Phase	\$ 9,164.79
Roehr's Machinery	Handle for Tractor	\$ 133.90
Terracon Consultants Inc.	Terrace View Park GeoTech Services	\$ 6,900.00
Transit Works	MAGNETOMETER	\$ 1,169.00
Troy's Welding & Repair	Repair Mower Deck	\$ 300.00
Troy's Welding & Repair	Ladder for WWTP	\$ 900.00

Uline	Comm Center - Paper Towels/TP/Cleaning: Office-can air	\$ 724.21
Voice News	Sept '25 Publications	\$ 466.23
Windstream	Acct# 9419 - WTP Phone Dept.	\$ 109.11
Windstream	Acct # 2029 City office phone	\$ 891.54
Wyatt Fortner	Flag Football Officiant (9)	\$ 360.00
Total		\$ 431,692.31

Column1	Column2	Column3	Amount
Wells Fargo City (2443)	ADoBE - Aug Activies	\$	13.90
Wells Fargo City (2443)	Adobe - Aug Treasurer	\$	13.90
Wells Fargo City (2443)	PW - Water	\$	28.00
Wells Fargo City (2443)	Envelopes for HAEDA	\$	18.90
Wells Fargo City (2443)	Soccer Equipment Bags	\$	39.92
Wells Fargo City (2443)	PlayTime Scheduler LLC	\$	35.00
Wells Fargo City (2443)	HAEDA - T.T.T. Booth Award	\$	88.51
Wells Fargo City (2443)	Car Battery Jump Starter	\$	89.98
Wells Fargo City (2443)	Stamps/Envelope Sealer/Page Dividers/Stapler	\$	122.35
Wells Fargo City (2443)	Adobe - Sept Office Assistant	\$	21.39
Wells Fargo City (2443)	Soccer Balls	\$	39.92
Wells Fargo City (2443)	Misc Tools	\$	4,438.00
Wells Fargo City (2443)	Postage - K2 Const Agreements/Scotts Creek Trail	\$	10.65
Wells Fargo City (2443)	COMM Center - Vacuum Cleaner Bags/Trays	\$	56.99
Wells Fargo City (2443)	Highlighters/Pens	\$	27.68
Wells Fargo City (2443)	PW - Water	\$	21.00
Wells Fargo City (2443)	Tools for Community Center	\$	263.77
Wells Fargo City (2443)	Side Steps for 2025 Chev	\$	301.77
Wells Fargo City (2443)	Rebate Credit	\$	(285.19)
		\$	5,346.44

Column1	Column2	Column3	Amount
Wells Fargo MC - 3079	Google Play Subscription	\$	9.99
Wells Fargo MC - 3079	FLIGHT KO TAMPA,FL ICMA CONF	\$	308.37
Total		\$	318.36

MANDATORY PAYROLL CLAIMS

Name	Description	Invoice	Amount
Aflac	Sept 2025 Employee Premiums	\$	687.96
Ameritas	Employee 401K Retirement Deposit	\$	3,867.56
Erin M. McCartney	Employee Withholding	\$	504.00
EFTS/ Internal Revenue Services	Federal/FICA/Medicare Staff	\$	7,261.74
Medica	Oct 2025 Employee Health Insurance Premiums	\$	9,578.10
Mission Square	Employee Retirement Plan Deposit	\$	729.60
Nebraska Dept of Revenue	Aug State Tax Withholding	\$	2,513.27
Payroll	9/19/2025 Staff	\$	27,562.34
United Health Care	Oct 2025 Premiums Denta/Vision/AD&D/Life	\$	484.83
Unum	Employee Disability Premiums - Oct	\$	302.50
Total		\$	52,501.44

Public Work & Parks Department Report

September 2025

Public Works

- 811 Locate Tickets
- mowing

Water & Wastewater

- Installed meters for new construction building permits
- Routine sampling
- Meter Reading
- Neuvirth Construction has put the bridge back to where the tork tube is level and fixed the concrete for steps. They still have to paint the gouges reset the scraper on the floor and replace a sheer pin on the drive.
- Moving forward with coordinating the construction of the backup generators at wells.
- Repair on a gate at wastewater plant that had rusted in two

Streets

- 5 street lights were repaired
- Concrete was replaced at prairie view park as well as the path from Autumn west towards the fire station.
- Fixing street signs that had been hit by traffic.
- Installed red diamonds signs at the end of Cyprus Blvd and west 5th streets.
- Installed the crosswalk signals by the fire station.
- Filled some pot holes.

Parks

- Trimming trees on the trail
- Ground stumps
- Gana cleaned up the dump area for grass clippings
- Set up fields for youth soccer
- Pre construction meeting with K2 for the construction of Scotts Creek Trail.

OPEN CODE VIOLATIONS REPORT

NEW VIOLATIONS

Updated September 23, 2025

Address	Reason	Date Contacted	Person Contacted	Follow Up Date	Result	Notes
Woodland Blvd	weeds taller than 10 inches	9/16/2025	Property Owner	10/1/2025	in process	Weeds taller than 10 inches on residential property.
E. 2nd St.	weeds taller than 10 inches	9/17/2025	Property Owner	10/1/2025	action complete	Weeds taller than 10 inches on residential property. Property was mowed.
Larkspur Drive	weeds taller than 10 inches	9/22/2025	Property Owner	10/1/2025	in process	Weeds taller than 10 inches on residential property.
Woodland Blvd	sign in the ROW	9/23/2025	Business Owner	10/1/2025	in process	Sign placed in City ROW. Business Owner contact to remove it.
Address	Reason	Date Contacted	Person Contacted	Follow Up Date	Result	Notes
City-wide Mowing	weeds taller than 10 inches	ongoing	Property Owner	10/1/2025	in process	Weeds taller than 10 inches on commercial and residential property. City Staff has been contacting owners.
Larkspur	unlicensed truck	9/22/2025	Vehicle Owner	10/1/2025	in process	Deputy to contract truck owner.

32 Building Permits for single family homes have been issued year to date for 2025. Last years total at this same time was 22.

ORDINANCE NO. 2025-11

AN ORDINANCE TO ADOPT THE BUDGET STATEMENT TO BE TERMED THE ANNUAL APPROPRIATION BILL; TO APPROPRIATE SUMS FOR NECESSARY EXPENSES AND LIABILITIES; TO PROVIDE FOR AN EFFECTIVE DATE.

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

Section 1. That after complying with all procedures required by law, the budget presented and set forth in the budget statement is hereby approved as the Annual Appropriation Bill for the fiscal year beginning October 1, 2025, through September 30, 2026. All sums of money contained in the budget statement are hereby appropriated for the necessary expenses and liabilities of the City of Hickman. A copy of the budget document shall be forwarded as provided by law to the Auditor of Public Accounts, State Capitol, Lincoln, Nebraska, and to the County Clerk of Lancaster County, Nebraska, for use by the levying authority.

Section 2. This ordinance shall take effect and be in full force from and after its passage, approval, and publication or posting as required by law.

PASSED AND APPROVED this the _____ day of _____, 2025.

Mayor Phil Goering

ATTEST:

Michele Lincoln, City Clerk

(SEAL)

RESOLUTION NO. 2025-15
Mechanical Amusement Device Tax

A RESOLUTION PER **NEB. REV. STAT.** §77-3012, MECHANICAL AMUSEMENT DEVICE TAX ACT, DISTRIBUTION OF TAXES LEVIED UPON THE NET OPERATING REVENUE OF ALL CASH DEVICES OPERATING WITHIN THE STATE OF NEBRASKA FOR PROFIT OR GAIN EITHER DIRECTLY OR INDIRECTLY RECEIVED.

WHEREAS, Neb. Rev. Stat. §77-3012(4) states the Tax Commissioner shall remit the taxes collected pursuant to this section to the State Treasurer for credit as follows:

- (a) Twenty percent to the Charitable Gaming Operations Fund for enforcement of the act and maintenance of the central server;
- (b) Two and one-half percent to the Compulsive Gamblers Assistance Fund;
- (c) Two and one-half percent to the General Fund;
- (d) Ten percent to the Nebraska Tourism Commission Promotional Cash Fund;
- (e) Forty percent to the Property Tax Credit Cash Fund; and
- (f) The remaining twenty-five percent to the county treasurer of the county in which the cash device is located to be distributed as follows: (i) If the cash device is located completely within an unincorporated area of a county, the remaining twenty-five percent shall be distributed to the county in which the cash device is located, or **(ii) if the cash device is located within the limits of a city or village in such county, one-half of the remaining twenty-five percent shall be distributed to such county and one-half of the remaining twenty-five percent shall be distributed to the city or village in which such cash device is located.**

WHEREAS, the City of Hickman is an incorporated city in Lancaster County, Nebraska therefore,

BE IT RESOLVED, that the City of Hickman will accept the distribution of tax funds derived from the Mechanical Amusement Device Tax Act as distributed by the State Treasurer and,

BE IT FURTHER RESOLVED THAT said funds received by the City of Hickman will be utilized for the purpose of community betterment, similar to Keno Revenues.

NOW, THEREFORE, BE IT FULLY RESOLVED by the Governing Body of the City of Hickman, Nebraska, to incorporate the above tax funds by a majority vote.

PASSED AND APPROVED THIS _____ day of _____, 2025.

Mayor Phil Goering

(SEAL)

Michele Lincoln, City Clerk



September 16, 2025

City of Hickman
Attn: Kelly Oelke
115 Locust
Hickman, Nebraska 68372

Re: City of Hickman, Nebraska
Hickman, NE Booster Pump Station
Hickman, Nebraska
Olsson No. 023-05868

Ms. Oelke,

Enclosed are four copies of the Agreement with Van Kirk Bros. Contracting regarding the above referenced project. Please review the documents, and if they meet with approval, have them signed/dated on page 7 of the Agreement (tagged). Please sign and date the Notice to Proceed letter that is enclosed as well.

In addition, date the Construction Performance Bond, Construction Payment Bond, and the Power of Attorney (where tagged in yellow). **NOTE:** On the Bonds and Power of Attorney, the 'Effective Date of Contract' and 'Date of Bond' will be the same date as the Agreement.

Keep one copy for your records and return the other copies and the Notice to Proceed letter to me.

If you have any questions, please give me a call at 402-474-6311.

Sincerely,

A handwritten signature in blue ink that reads "Cathy Matulka". The signature is written in a cursive, flowing style.

Cathy Matulka

Enclosure: Contract Documents

NOTICE TO PROCEED

Owner: City of Hickman, Nebraska Owner's Project No.: _____
Engineer: Olsson, Inc. Engineer's Project No.: 023-05868
Contractor: Van Kirk Bros. Contracting Contractor's Project No.: _____
Project: Hickman Booster Pump Station
Contract Name: Hickman, NE Booster Pump Station
Effective Date of Contract: _____

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on _____ pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The date by which Substantial Completion must be achieved is **June 30, 2026**, and the date by which readiness for final payment must be achieved is **July 31, 2026**.

Before starting any Work at the Site, Contractor must comply with the following:

None

Owner: City of Hickman, Nebraska
By (signature): _____
Name (printed): _____
Title: _____
Date Issued: _____
Copy: Engineer

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

This Agreement is by and between **City of Hickman, Nebraska** (“Owner”) and **Van Kirk Bros Contracting** (“Contractor”).

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

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

For all labor, materials, and equipment for furnishing and installing a factory-built, skid-mounted booster pump station. The work shall include excavation, concrete footings/foundation, setting the booster pump station and securing to the foundation, onsite water mains, distribution system water connections and check valve stations, site grading, concrete drive and sidewalks, emergency generator with automatic transfer switch, electrical service connection, and other Work indicated in the Contract Documents.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

Hickman Booster Pump Station

Olsson Project 023-5868

ARTICLE 3—ENGINEER

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

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

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

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

4.02 *Contract Times: Dates*

- A. The Work will be substantially complete on or before **June 30, 2026**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **July 31, 2026**.

4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 1. *Substantial Completion*: Contractor shall pay Owner **\$1,500.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$1,000.00** for each day that expires after such time until the Work is completed and ready for final payment.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.06 *Special Damages*

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

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. 90 percent of the value of the Work completed (with the balance being retainage).

1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

a. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 125 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

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

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the maximum legal rate.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. Bid Form
 - 4. General Conditions.
 - 5. Supplementary Conditions.
 - 6. Specifications as listed in the table of contents of the project manual.
 - 7. Drawings (not attached but incorporated by reference) consisting of **27** sheets with each sheet bearing the following general title: **Hickman Booster Pump Station**.
 - 8. Drawings listed on the attached sheet index.
 - 9. Addenda (numbers 1 to 2, inclusive).
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. **None**
 - 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.

- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

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

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

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

8.03 *Standard General Conditions*

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

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

This Agreement will be effective _____ (which is the Effective Date of the Contract).

Owner:

City of Hickman, Nebraska

(typed or printed name of organization)

By: _____

(individual's signature)

Date: _____

(date signed)

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Attest: _____

(individual's signature)

Title: _____

(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Address: _____

Phone: _____

Email: _____

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

Van Kinc Bros. Contracting

(typed or printed name of organization)

By: _____

(individual's signature)

Date: Sept. 11, 2025

(date signed)

Name: James Simmerman

(typed or printed)

Title: vice President

(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

(individual's signature)

Title: Corp. Secretary

(typed or printed)

Address for giving notices:
1200 W. Ash, PO Box 585
Sutton, NE 68979

Designated Representative:

Name: Jamie Simmerman

(typed or printed)

Title: Vice President

(typed or printed)

Address: 1200 W. Ash, PO Box 585
Sutton, NE 68979

Phone: (402) 773-5250

Email: jamie@vkbros.net

License No.: 28904

(where applicable)

State: Nebraska

Documentation of Authority to Sign

Complete Section A *or* B, as applicable:

Section A.

I Melissa Scheidemann certify that I am the Secretary of the corporation named as Contractor herein; that James Simmerman who signed this contract on behalf of the Contractor was then vice president (Title) of said corporation; that said contract was duly signed for and on behalf of the said corporation by authority of its governing body and is within the scope of its corporate powers.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the seal of said corporation this day 11 of September, 2025.

(Corporate Seal)

Melissa Scheidemann
Corporate Secretary

Section B.

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

By _____

NOTARIZATION

STATE OF NEBRASKA

COUNTY OF _____

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

Notary Public




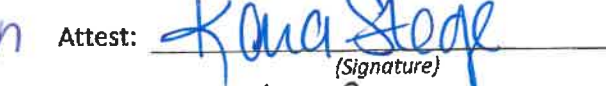
PERFORMANCE BOND

Bond Number: 149762

<p>Contractor Name: Van Kirk Bros Contracting Address (principal place of business): P O Box 585 Sutton, NE 68979</p>	<p>Surety Name: Universal Surety Company Address (principal place of business): P.O. Box 80468, Lincoln, NE 68501</p>
<p>Owner Name: City of Hickman Mailing address (principal place of business): PO Box 127, Hickman, NE 68372-0127</p>	<p>Contract Description (name and location): Hickman Booster Pump Station, Hickman, NE Contract Price: \$1,242,599.00 Effective Date of Contract:</p>

Bond
 Bond Amount: \$1,242,599.00
 Date of Bond:
(Date of Bond cannot be earlier than Effective Date of Contract)
 Modifications to this Bond form:
 None See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

<p>Contractor as Principal</p>	<p>Surety</p>
<p>Van Kirk Bros Contracting <i>(Full formal name of Contractor)</i></p>	<p>Universal Surety Company <i>(Full formal name of Surety) (corporate seal)</i></p>
<p>By:  <i>(Signature)</i></p>	<p>By:  <i>(Signature) (Attach Power of Attorney)</i></p>
<p>Name: James Simmerman <i>(Printed or typed)</i></p>	<p>Name: James M. King <i>(Printed or typed)</i></p>
<p>Title: vice president</p>	<p>Title: Attorney-in-Fact</p>
<p>Attest:  <i>(Signature)</i></p>	<p>Attest:  <i>(Signature)</i></p>
<p>Name: Melissa Scheidemann <i>(Printed or typed)</i></p>	<p>Name: Kara Stege <i>(Printed or typed)</i></p>
<p>Title: witness</p>	<p>Title: Witness</p>

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
- 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
- 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with



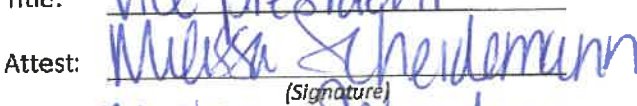
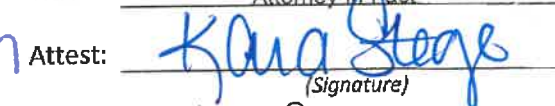
said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: [Describe modification or enter "None"]

PAYMENT BOND

Bond Number: 149762

Contractor Name: Van Kirk Bros Contracting Address (principal place of business): P O Box 585 Sutton, NE 68979	Surety Name: Universal Surety Company Address (principal place of business): P.O. Box 80468, Lincoln, NE 68501
Owner Name: City of Hickman Mailing address (principal place of business): PO Box 127, Hickman, NE 68372-0127	Contract Description (name and location): Hickman Booster Pump Station, Hickman, NE Contract Price: \$1,242,599.00 Effective Date of Contract:
Bond Bond Amount: \$1,242,599.00 Date of Bond: (Date of Bond cannot be earlier than Effective Date of Contract) Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal Van Kirk Bros Contracting (Full formal name of Contractor)	Surety Universal Surety Company (Full formal name of Surety) (Corporate seal)
By:  (Signature)	By:  (Signature) (Attach Power of Attorney)
Name: James Simmerman (Printed or typed)	Name: James M. King (Printed or typed)
Title: vice president	Title: Attorney-in-Fact
Attest:  (Signature)	Attest:  (Signature)
Name: Melissa Scheidemann (Printed or typed)	Name: Kara Stege (Printed or typed)
Title: Witness	Title: Witness
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1. *Claim*—A written statement by the Claimant including at a minimum:

16.1.1. The name of the Claimant;

16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

16.1.4. A brief description of the labor, materials, or equipment furnished;

EJCDC® C-615, Payment Bond.

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- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: **[Describe modification or enter "None"]**

UNIVERSAL SURETY COMPANY

Lincoln, Nebraska

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the **UNIVERSAL SURETY COMPANY**, a corporation of the State of Nebraska having its principal office in the City of Lincoln, Nebraska, pursuant to the following Bylaw, which was adopted by the Board of Directors of the said Company on July 23, 1981, to wit:

"Article V-Section 6. **RESIDENT OFFICERS AND ATTORNEYS-IN-FACT.** The President or any Vice President, acting with any Secretary or Assistant Secretary, shall have the authority to appoint Resident Vice Presidents and Attorneys-In-Fact, with the power and authority to sign, execute, acknowledge and deliver on its behalf, as Surety: Any and all undertakings of suretyship and to affix thereto the corporate seal of the corporation. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall also have the authority to remove and revoke the authority of any such appointee at any time."

James M. King or Tamala J. Hurlbut or Jacob J. Buss
or Thomas L. King, Lincoln, Nebraska or Seth Weedon, Gretna, Nebraska

its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety:
Any and all undertakings of suretyship

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Lincoln, Nebraska, in their own persons.

The following Resolution was adopted at the Regular Meeting of the Board of Directors of the **UNIVERSAL SURETY COMPANY**, held on July 23, 1981:

"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Article V-Section 6 of the Company Bylaws: and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.

IN WITNESS WHEREOF, **UNIVERSAL SURETY COMPANY** has caused these presents to be signed by its President and its corporate seal to be hereunto affixed this 11th day of June, 2024.

Carol J. Clark

UNIVERSAL SURETY COMPANY

Curt L. Hartter

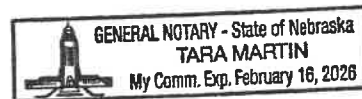


Secretary/Treasurer
State of Nebraska }
County of } ss.
Lancaster

By President

On this 11th day of June, 2024, before me personally came Curtis L. Hartter, to me known, who being by me duly sworn, did depose and say that (s)he resides in the County of Lancaster, State of Nebraska; that (s)he is the President of the **UNIVERSAL SURETY COMPANY**, the corporation described in and which executed the above instrument; that (s)he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed (his) (her) name by like order; and that Bylaw, Article V-Section 6, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

Tara Martin



My Commission Expires February 16, 2026.

Notary Public

I, Philip C. Abel, Director of **UNIVERSAL SURETY COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said **UNIVERSAL SURETY COMPANY**, which is still in full force and effect.
Signed and sealed at the City of Lincoln, Nebraska this _____ day of _____, 20____

Philip C. Abel

Director



BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: **City of Hickman, Nebraska**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - F. Required Bidder Qualification Statement with supporting data; and

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND/OR UNIT PRICES

- 3.01 *Lump Sum Bids*
- A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:
- 1. Lump Sum Price (Single Lump Sum)

Lump Sum Bid Price	\$ 1,242,599.00
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ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete on or before **June 30, 2026**, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **July 31, 2026**.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for **60 days** after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	July 28, 2025
2	July 28, 2025

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and

procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder's Certifications

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

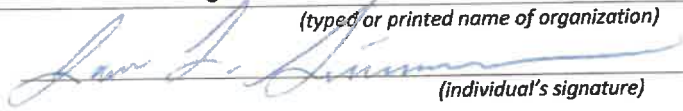
BIDDER hereby submits this Bid as set forth above:

Bidder:

Van Kirk Bros. Contracting

(typed or printed name of organization)

By:



(individual's signature)

Name: James Simmerman

(typed or printed)

Title: Vice President

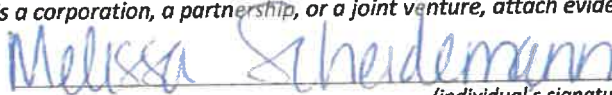
(typed or printed)

Date: August 4, 2025

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:



(individual's signature)

Name: Melissa Scheidemann

(typed or printed)

Title: Corporate Secretary

(typed or printed)

Date: August 4, 2025

(typed or printed)

Address for giving notices:

1200 W Ash Street, PO Box 585, Sutton, NE 68979

Bidder's Contact:

Name: James Simmerman

(typed or printed)

Title: Vice President

(typed or printed)

Phone: (402) 773-5250

Email: jamie@vkbros.net

Address:

1200 W Ash Street, PO Box 585, Sutton, NE 68979

Bidder's Contractor License No.: (if applicable) 28904

BID BOND (PENAL SUM FORM)

Bidder Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: City of Hickman, Nebraska Address <i>(principal place of business)</i> : 115 Locust Hickman, NE 68372	Bid Project <i>(name and location)</i> : Hickman Booster Pump Station Hickman, Nebraska Bid Due Date:
Bond Penal Sum: Date of Bond:	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
<i>(Full formal name of Bidder)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

QUALIFICATIONS STATEMENT

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:		Van Kirk Sand & Gravel, Inc. d/b/a Van Kirk Bros. Contracting	
Corporate Office			
Name:	James Simmerman	Phone number:	(402) 773-5250
Title:	Vice President	Email address:	jamie@vkbros.net
Business address of corporate office:		1200 W Ash Street, PO Box 585, Sutton, NE 68979	
Local Office - Same as above (only one location)			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation		
<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture comprised of the following companies:			
1.			
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	7/24/1978	State in which Business was formed:	Nebraska
Is this Business authorized to operate in the Project location?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending	

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Michael Newman	Title:	President
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$ unlimited
Name:	James Simmerman	Title:	Vice President
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$ unlimited
Name:	Stephen Ragoss	Title:	Vice President
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$ unlimited
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:	Nebraska Contractors Registration		
Licensing Agency:	State of Nebraska		
License No:	28904	Expiration Date:	7/2026
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
<input type="checkbox"/> Disadvantaged Business Enterprise		
<input type="checkbox"/> Minority Business Enterprise		
<input type="checkbox"/> Woman-Owned Business Enterprise		
<input type="checkbox"/> Small Business Enterprise		
<input type="checkbox"/> Disabled Business Enterprise		
<input type="checkbox"/> Veteran-Owned Business Enterprise		
<input type="checkbox"/> Service-Disabled Veteran-Owned Business		
<input type="checkbox"/> HUBZone Business (Historically Underutilized) Business		
<input type="checkbox"/> Other		
<input checked="" type="checkbox"/> None		

ARTICLE 4—SAFETY

4.01 Provide information regarding Business’s safety organization and safety performance.

Name of Business’s Safety Officer:	Steve Rogge	
Safety Certifications		
Certification Name	Issuing Agency	Expiration

4.02 Provide Worker’s Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	2025			2024			2023		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
	1.08			.94	39.1623	280882	.96	35.5159	281564

ARTICLE 5—FINANCIAL

5.01 Provide information regarding the Business’s financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:	First National Bank of Omaha		
Business address:	11404 W Dodge Road Omaha, NE 68154		
Date of Business’s most recent financial statement:			<input type="checkbox"/> Attached
Date of Business’s most recent audited financial statement:			<input type="checkbox"/> Attached
Financial indicators from the most recent financial statement			
Contractor’s Current Ratio (Current Assets ÷ Current Liabilities)			
Contractor’s Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)			

ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Gene Lilly Surety Bonds
--------------	-------------------------

Surety is a corporation organized and existing under the laws of the state of:		Nebraska	
Is surety authorized to provide surety bonds in the Project location?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Mailing Address (principal place of business):	735 South 56th Street, Lincoln, NE 68510		
Physical Address (principal place of business):	735 South 56th Street, Lincoln, NE 68510		
Phone (main):	(402) 475.7700	Phone (claims):	(402) 475.7700

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):		Ellerbrock-Norris	
Insurance Provider		Type of Policy (Coverage Provided)	
Zurich American Insurance Co.		Commercial Gen Liability, Auto, Umbrella Workers Compensation	
Are providers licensed or authorized to issue policies in the Project location?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Does provider have an A.M. Best Rating of A-VII or better?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Mailing Address (principal place of business):	PO Box 816 Hastings, NE 68902-0816		
Physical Address (principal place of business):	109 N Burlington Ave, Suite 100 Hastings, NE 68901		
Phone (main):	(402) 463-2461	Phone (claims):	(402) 463-2461

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	120-125
Estimate of revenue for the current year:	35,000,000.00
Estimate of revenue for the previous year:	60,000,000.00

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project: 78		
As a general contractor:	yes	As a joint venturer:
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:		
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Been barred from contracting by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Been released from a bid in the past 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Defaulted on a project or failed to complete any contract awarded to it? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Refused to construct or refused to provide materials defined in the contract documents or in a change order? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Been a party to any currently pending litigation or arbitration? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Provide full details in a separate attachment if the response to any of these questions is Yes.		

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- 8.03 List all projects currently under contract in Schedule A and provide indicated information.
- 8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.
- 8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

- 9.01 Provide the following information with the Statement of Qualifications:
- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
 - B. Diverse Business Certifications if required by Paragraph 3.01.
 - C. Certification of Business's safety performance if required by Paragraph 4.02.
 - D. Financial statements as required by Paragraph 5.01.
 - E. Attachments providing additional information as required by Paragraph 8.02.
 - F. Schedule A (Current Projects) as required by Paragraph 8.03.
 - G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
 - H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
 - I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: Van Kirk Sand & Gravel, Inc. d/b/a Van Kirk Bros. Contracting
(typed or printed name of organization)

By: 
(individual's signature)

Name: James Simmerman
(typed or printed)

Title: Vice President
(typed or printed)

Date: August 4, 2025
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: 
(individual's signature)

Name: Melissa Scheidemann
(typed or printed)

Title: Corporate Secretary
(typed or printed)

Address for giving notices:
1200 W Ash Street, PO Box 585, Sutton, NE 68979

Designated Representative:

Name: James Simmerman
(typed or printed)

Title: Vice President
(typed or printed)

Address: 1200 W Ash Street, PO Box 585, Sutton, NE 68979

Phone: (402) 773-5250

Email: jamie@vkbros.net

Schedule A—Current Projects

Name of Organization	Beatrice, NE		Project Name	Coral & Heritage Subdivision	
Project Owner	City of Beatrice		Project Name	Coral & Heritage Subdivision	
General Description of Project	Paving Sanitary Sewer, Storm Sewer, Earthwork		Date Project	July 2025	
Project Cost	\$2,304,100.00		Safety Manager	Steve Rogge	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Mike Newman	Tom Wright & Steve Connor	Steve Rogge		
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Owner	Name	Title/Position	Organization	Telephone	Email
Designer	JEO				
Construction Manager	Tim Fasel	Engineer	JEO	316-304-7905	tfasel@jco.com
Project Owner	Holdrege, NE		Project Name	Iron Horse Industrial Park	
General Description of Project	Earthwork, Storm Sewer & Paving		Date Project	Aug 2025	
Project Cost	\$475,000		Safety Manager	Steve Rogge	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Mike Newman		Steve Rogge		
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Owner	Name	Title/Position	Organization	Telephone	Email
Designer	Olsson	Engineer	Olsson		
Construction Manager	Jacob Reiter				
Project Owner	Hastings, NE		Project Name	Elm Meadows	
General Description of Project	WATER, Sanitary Sewer, Storm Sewer, Earthwork & Paving		Date Project	June 2025	
Project Cost	\$1,067,401.00		Safety Manager	Steve Rogge	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Jannie Zimmerman	Steve Connor	Steve Rogge		
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Owner	Name	Title/Position	Organization	Telephone	Email
Designer	Olsson				
Construction Manager	Steve Rebile	Engineer	Hastings Utilities	308-379-9236	sribile@cityofhastings.org

Schedule B—Previous Experience with Similar Projects

Name of Organization	City of North Platte		Project Name	Sustainable Beef Lift Station	
Project Owner	North Platte		Date Project	May 2025	
General Description of Project	Lift Station, Foremain				
Project Cost	\$3,399,366.75				
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Jamie Simonson	Ramon Compton	Steve Rogge		
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Owner	Name	Title/Position	Organization	Telephone	Email
Designer	City of North Platte				
Construction Manager	Thod Stark	Eng. II	City of North Platte	308-520	stark@northplatte.org

Project Owner	Project Name		2302		
General Description of Project					
Project Cost					
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Owner	Name	Title/Position	Organization	Telephone	Email
Designer					
Construction Manager					

Project Owner	Project Name				
General Description of Project					
Project Cost					
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Owner	Name	Title/Position	Organization	Telephone	Email
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization	Project Name	
Project Owner		
General Description of Project		
Project Cost	Date Project	
Key Project Personnel Name	Project Superintendent	Safety Manager
Project Manager	Project Superintendent	Safety Manager
Quality Control Manager		
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)		
Name	Title/Position	Organization
Owner		Telephone
Designer		Email
Construction Manager		

Project Owner	Project Name	
General Description of Project		
Project Cost	Date Project	
Key Project Personnel Name	Project Superintendent	Safety Manager
Project Manager	Project Superintendent	Safety Manager
Quality Control Manager		
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)		
Name	Title/Position	Organization
Owner		Telephone
Designer		Email
Construction Manager		

Project Owner	Project Name	
General Description of Project		
Project Cost	Date Project	
Key Project Personnel Name	Project Superintendent	Safety Manager
Project Manager	Project Superintendent	Safety Manager
Quality Control Manager		
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)		
Name	Title/Position	Organization
Owner		Telephone
Designer		Email
Construction Manager		

Schedule C—Key Individuals

Project Manager			
Name of individual		James Hammerman	Steve Rogge
Years of experience as project manager		35 +	35 +
Years of experience with this organization		18 +	18 +
Number of similar projects as project manager		25 ±	25 ±
Number of similar projects in other positions		200 ±	200 ±
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Dave Ziska		Keith Miller	
Engineer		Engineer	
Olsson		City of Hastings	
308-390-3218		702-649-2117	
dziska@olsson.com		kmiller@cityofhastings.gov	
Project Superintendent			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Safety Manager			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Quality Control Manager			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

ANTI-COLLUSION STATEMENT

STATE OF Nebraska

CITY/COUNTY OF Clay

James Simmerman

_____ being first duly sworn, deposes and says that he is

Vice President
Title of Person Signing

of Van Kirk Bros. Contracting

Name of Bidder

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

BY *James L. Simmerman*

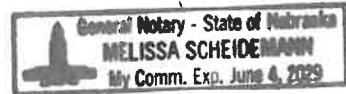
BY _____

BY _____


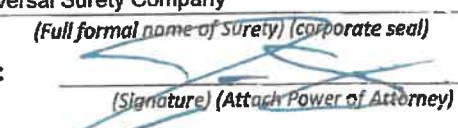

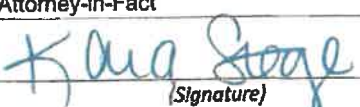
SWORN to before me this 4 day of August 2025.

Melissa Scheidemann
Notary Public

My Commission Expires June 4, 2029



BID BOND (PENAL SUM FORM)

Bidder Name: Van Kirk Bros Contracting Address (principal place of business): P O Box 585 Sutton, NE 68979	Surety Name: Universal Surety Company Address (principal place of business): P.O. Box 80468, Lincoln, NE 68501
Owner Name: City of Hickman Address (principal place of business): 115 Locust St., Hickman, NE 68372	Bid Project (name and location): Hickman Booster Pump Station, Hickman, NE Bid Due Date: August 4, 2025
Bond Penal Sum: Five Percent of the Amount Bid 5% Date of Bond: August 4, 2025	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder Van Kirk Bros Contracting <i>(Full formal name of Bidder)</i>	Surety Universal Surety Company <i>(Full formal name of Surety) (Corporate seal)</i>
By:  <i>(Signature)</i>	By:  <i>(Signature) (Attach Power of Attorney)</i>
Name: James Shimmerman <i>(Printed or typed)</i>	Name: James M. King <i>(Printed or typed)</i>
Title: Vice president	Title: Attorney-in-Fact
Attest:  <i>(Signature)</i>	Attest:  <i>(Signature)</i>
Name: Melissa Scheidemann <i>(Printed or typed)</i>	Name: Kara Stege <i>(Printed or typed)</i>
Title: Witness	Title: Witness
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

UNIVERSAL SURETY COMPANY

Lincoln, Nebraska

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the **UNIVERSAL SURETY COMPANY**, a corporation of the State of Nebraska having its principal office in the City of Lincoln, Nebraska, pursuant to the following Bylaw, which was adopted by the Board of Directors of the said Company on July 23, 1981, to wit:

"Article V-Section 6. **RESIDENT OFFICERS AND ATTORNEYS-IN-FACT.** The President or any Vice President, acting with any Secretary or Assistant Secretary, shall have the authority to appoint Resident Vice Presidents and Attorneys-In-Fact, with the power and authority to sign, execute, acknowledge and deliver on its behalf, as Surety: Any and all undertakings of suretyship and to affix thereto the corporate seal of the corporation. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall also have the authority to remove and revoke the authority of any such appointee at any time."

James M. King or Tamala J. Hurlbut or Jacob J. Buss
or Thomas L. King, Lincoln, Nebraska or Seth Weedon, Gretna, Nebraska

its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety:
Any and all undertakings of suretyship

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Lincoln, Nebraska, in their own persons.

The following Resolution was adopted at the Regular Meeting of the Board of Directors of the **UNIVERSAL SURETY COMPANY**, held on July 23, 1981:

"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Article V-Section 6 of the Company Bylaws: and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.

IN WITNESS WHEREOF, **UNIVERSAL SURETY COMPANY** has caused these presents to be signed by its President and its corporate seal to be hereunto affixed this 11th day of June, 2024.

Carol J. Clark

UNIVERSAL SURETY COMPANY

Curt L. Hartter



State of Nebraska }
County of } ss.
 } Secretary/Treasurer
 } Lancaster

By

President

On this 11th day of June, 2024 before me personally came Curtis L. Hartter, to me known, who being by me duly sworn, did depose and say that (s)he resides in the County of Lancaster, State of Nebraska; that (s)he is the President of the **UNIVERSAL SURETY COMPANY**, the corporation described in and which executed the above instrument; that (s)he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed (his) (her) name by like order; and that Bylaw, Article V-Section 6, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

Tara Martin



My Commission Expires February 16, 2026.

Notary Public

I, Philip C. Abel, Director of **UNIVERSAL SURETY COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said **UNIVERSAL SURETY COMPANY**, which is still in full force and effect.

Signed and sealed at the City of Lincoln, Nebraska this 4th day of August, 2025.

Philip C. Abel

Director



**VanKirk Bros.
Contracting**
773-5250



Van Kirk Brothers Contracting

P.O. Box 585, 1200 W. Ash

Sutton, NE 68979

Contact:

Phone:

Fax:

Quote To: HICKMAN BOOSTER PUMP STATION

Job Name:

Date of Plans:

Revision Date:

Phone:

Fax:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	Mobilization	1.00	LS	54,000.00	54,000.00
20	Remove and Replace Concrete Sidewalk	80.00	SF	12.75	1,020.00
30	Check Valve Assembly Manhole	4.00	EA	51,225.00	204,900.00
40	Packaged Booster Pump Station	1.00	EA	886,660.00	886,660.00
50	10" x 10" Tapping Sleeve & Valve	2.00	EA	8,325.00	16,650.00
60	12" x 10" Reducer	2.00	EA	1,250.00	2,500.00
70	12" DIP Water Main	249.00	LF	116.00	28,884.00
80	12" 90 Degree Bend	2.00	EA	1,045.00	2,090.00
90	4" Drain Line	56.00	LF	65.00	3,640.00
100	Drain Discharge Manhole	1.00	EA	8,175.00	8,175.00
110	Survey	1.00	LS	6,600.00	6,600.00
120	Natural Gas Piping	1.00	LS	10,580.00	10,580.00
130	Seeding	1.00	LS	5,250.00	5,250.00
140	Full Rootball Tree Removal	1.00	LS	4,775.00	4,775.00
150	Generator	1.00	LS	6,875.00	6,875.00
GRAND TOTAL					\$1,242,599.00



ACCESS AND LEASE AGREEMENT

This Access and Lease Agreement (“Agreement”) is made this day September 18, 2025 (“Effective Date”), by and between City of Hickman (“Landlord”), and Como Property Holdings, LLC, a Texas limited liability company (“Nextlink”)

For good and valuable consideration, the parties agree as follows:

1. **Water Tank.** Subject to the terms and conditions of this Agreement, Landlord hereby leases to Nextlink and Nextlink leases from Landlord the rights to utilize the Landlord’s Water Tank located Conestoga Ave Hickman, NE 68372 (40.624908, -96.624832). (the “Site Location”) and described on Exhibit “A” attached hereto (the “Structure”) and incorporated herein by reference, subject to any and all existing easements on which a Water Tank structure along with directional antennas, connecting cables and appurtenances will be attached and located, the exact location of each to be reasonably approved by Landlord together with a non-exclusive easement for reasonable access to the Water Tank and for adequate utility services, including sources of electric utilities incorporated herein by reference (collectively, the Site Location, the Structure, the access easement and the utility services are referred to herein as (the “Water Tank”).
2. **Rent.** As consideration for this Agreement, Nextlink shall provide Landlord with four 100mbps, one 50mbps, four 25mbps and two 15mbps service connections for the life of this Agreement. Such payments shall commence upon completion and activation of the Antenna Facilities.
3. **Governmental Approval Contingency.** Nextlink’s right to use the Water Tank is expressly contingent upon it obtaining all the certificates, permits, zoning and other approvals that may be required by any federal, state, or local authority. In the event that any application necessary under Subparagraph 3(a) above is finally rejected or any certificate, permit, license, or approval issued to Nextlink is cancelled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority so that Nextlink, will be unreasonably able to use the Water Tank for its intended purposes, Nextlink shall have the right to terminate this Agreement.
4. **Term and Renewals.**
 - a. **Initial Term.** The “Initial Term” of this Agreement shall commence on the Effective Date and expire sixty (60) months after the Effective Date; provided, however, Nextlink’s Rent obligations shall commence as set forth in Section 2 above.
 - b. **Renewal.** Subject to the terms and conditions of this Agreement, Nextlink shall have the right to extend this Agreement for three (3) sixty (60) month renewal periods (each, a “Renewal Term”) following the expiration date of the Initial Term or prior Renewal Term. This Agreement shall be automatically renewed for each Renewal Term of sixty (60) months unless Nextlink sends written notice of non-renewal to Landlord no later than thirty days (30) prior to the expiration of the Initial Term or prior Renewal Term. Any additional Renewal Terms beyond the third Renewal Term shall require a mutual agreement in writing signed by Landlord and Nextlink.
5. **Nextlink’s Use of Water Tank.** Nextlink shall use the Water Tank only for the purpose of installing, maintaining, and operating a communications antenna facility, equipment, cabinets and uses incidental thereto for providing radio and wireless telecommunication services which Nextlink is legally authorized to provide to the public. Nextlink shall have the right, at its sole cost and expense, to operate and maintain the Antenna Facilities on the Water Tank in accordance with good engineering practices, with all applicable FCC rules and regulations. Nextlink’s installation of all Antenna Facilities shall be done according to plans approved by Landlord, which approval shall not be unreasonably withheld. Any damage done to the Water Tank or other Landlord property including the Structure during installation or during operations, shall be repaired at Nextlink’s expense within thirty (30) days after notification of damage. The Antenna Facilities shall remain the exclusive property of Nextlink, unless otherwise provided in this Agreement.

Nextlink shall, at its own expense, maintain any equipment on or attached to the Water Tank in a safe condition and in good repair. Nextlink, at all times during this Agreement, shall have access to the Water Tank in order to install, operate, and maintain the Water Tank and Antenna Facilities.

6. **Insurance and General Liability.** Nextlink must maintain “occurrence” comprehensive general liability coverage. Such coverage shall include, but not be limited to, bodily injury, broad form property damage, broad form contractual, personal injury, and products/completed operations. Nextlink must maintain aforementioned comprehensive general liability coverage with limits of liability not less than \$1,000,000 per person, \$5,000,000 per occurrence; and property damage of not less than \$1,000,000. These limits may be satisfied by Nextlink’s comprehensive general liability coverage or in combination with an umbrella or excess liability policy. Nextlink must keep property damage insurance coverage in force during the term and any renewals of the Agreement.

7. **Agreement Termination.** Except as otherwise provided herein, this Agreement may be terminated by Nextlink upon sixty (60) days written notice to the Landlord. In the event that this Agreement is terminated or not renewed, Nextlink shall have one hundred eighty (180) days from the termination or expiration date to remove its Antenna Facilities, and related equipment from the Water Tank.

8. **Disputes and Notices.** Any claim, controversy or dispute arising out of this Agreement not resolved within ten (10) days following notice of the dispute, shall be submitted first and promptly to mediation. Each party shall bear its own costs of mediation. If mediation does not result in settlement within forty-five (45) days after the matter was submitted to mediation, venue for any litigation thereafter shall like in the district courts of the State of Texas. All notices hereunder must be in writing and shall be deemed validly given if delivered personally or if sent by certified mail, return receipt requested, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

If to Landlord, to: City of Hickman
115 Locust St
Hickman, NE 68372

If to Nextlink, to: Nextlink Broadband
95 Parker Oaks Ln.
Hudson Oaks, TX 76087
ATTN: David Law

9. **Complete Agreement; Amendments.** This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Agreement must be in writing and executed by both parties. This Agreement shall be construed in accordance with the laws of the State of Texas.

10. **Severability.** If any term of this Agreement is found be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

11. **Binding Effect.** This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto. Should the Landlord transfer the Site Location to another owner, this Agreement will survive such transfer and remain in full effect.

12. **Payment of Utilities.** Nextlink shall provide connections for the consumption of electricity associated with its use of the Water Tank and shall promptly pay all costs associated therewith.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

Landlord Como Property Holdings, LLC, a Texas limited liability company (“Nextlink”).

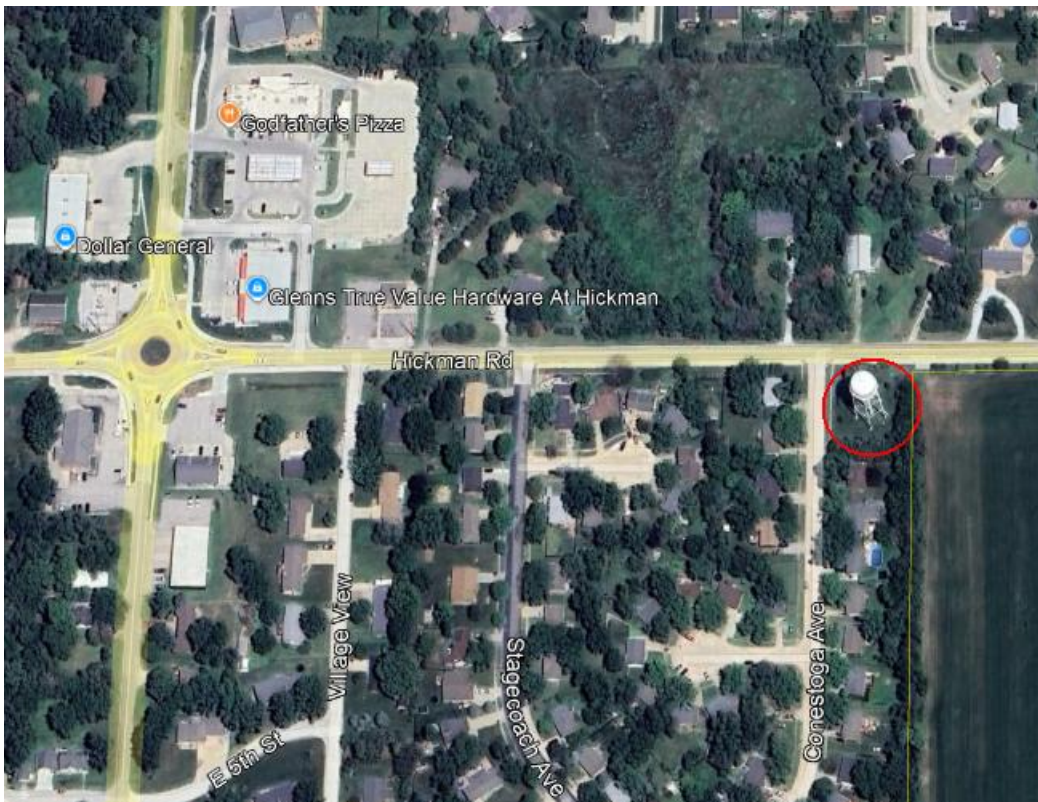
By _____ By _____

David Law – VP of Field Operations

Exhibit "A"

Description of Location

The Site consists of the Water Tank located at Conestoga Ave Hickman, NE 68372 (40.624908, -96.624832) indicated by red circle in Google Earth image.



CHANGE ORDER

No. 1



Date of Issuance: September 17, 2025 Effective Date: _____


Project: Hickman Scotts Creek Trail	Owner: City of Hickman	Owner's Contract No.:
Contract:		Date of Contract: September 16, 2025
Contractor: K2 Construction		Engineer's Project No.: 023-03229

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

Description: Change the concrete trail thickness from 5" to 6" thick. The original bid price for 5" thick concrete was \$75.00/SY. The proposed price for 6" thick concrete is \$80.75/SY. Based upon the proposed square yardage of 1,390.00, the increased cost for the 6" thick concrete = \$7,992.50. Any adjustments to the concrete sidewalk pavement quantity will utilize the unit price of \$80.75/SY.

Attachments: See attached documentation from K2 Construction

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>226,841.50</u>	Original Contract Times: Substantial Completion (days or date): <u>October 31, 2025</u> Ready for Final Payment (days or date): <u>November 15, 2025</u>
Increase or Decrease from previously approved Change Orders No. ___ to No. ___: \$ <u>0.00</u>	Increase or Decrease from previously approved Change Orders No. ___ to No. ___: Substantial Completion (days or date): <u>NA</u> Ready for Final Payment (days or date): <u>NA</u>
Contract Price prior to this Change Order: \$ <u>226,841.50</u>	Contract Times prior to this Change Order: Substantial Completion (days or date): <u>October 31, 2025</u> Ready for Final Payment (days or date): <u>November 15, 2025</u>
Increase of this Change Order: \$ <u>7,992.50</u>	Increase or Decrease of this Change Order: Substantial Completion (days or date): <u>NA</u> Ready for Final Payment (days or date): <u>NA</u>
Contract Price incorporating this Change Order: \$ <u>234,834.00</u>	Contract Times with all approved Change Orders: Substantial Completion (days or date): <u>October 31, 2025</u> Ready for Final Payment (days or date): <u>November 15, 2025</u>

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u></u>	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Project Manger</u>	Title: _____	Title: _____
Date: <u>09/17/2025</u>	Date: _____	Date: _____

7701 Cornhusker Hwy
Lincoln, NE 68507
(402) 467-2355 P
(402) 467-2055 F



Contract Change Order

Project:

Hickman Scotts Creek Trail
South 68th Street and Hickman Road

K2 Project Number: 1335

Change Order: 1

Date: September 17, 2025

To Owner:

City of Hickman
115 Locust Street
Hickman, NE 68372

The Contract is changed as follows:

Change from 5" Bike trail to 6" Bike Trail

<u>Description</u>	<u>Amount</u>
1) Concrete Sidewalk Pavement, 6" Thick	\$80.75/SY

K2 Construction
CONTRACTOR
7701 Cornhusker Highway
Lincoln, NE 68507

Jeff Webert – Project Manager



Midwest Armor Coating

402-450-9175 | mwarmorcoat@gmail.com

PL
5/18/25 *2395*
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RECIPIENT:

Wade Luther
115 Locust Street
Hickman, Nebraska 68372

Quote #30	
Sent on	Feb 07, 2025
Total	\$35,000.00

Product/Service	Description	Qty.	Unit Price	Total
Patch and Armor Coat	Sweep and clean 825 feet of Hickman Road to remove all dirt and debris. Mill all distressed, sunken, and damaged areas, replacing the sub-base if necessary. Fill these areas with hot mix asphalt, ensuring that all hot mix asphalt is rolled and compacted to finish. Once all hot mix patching is complete, seal all major cracks using Nebraska state specification hot liquid rubber. Subsequently, apply two layers of armor coat, rolling and compacting each layer thoroughly. After application, ensure that all armor coat is carefully swept.	1	\$35,000.00	\$35,000.00

A deposit of \$8,750.00 will be required to begin.

Total | **\$35,000.00**

Midwest Armor Coat will supply all labor, materials, and equipment necessary to complete the project. All payments should be made payable to Midwest Armor Coat.

This quote is valid for the next 30 days, after which values may be subject to change.

1-20-75891

CITY OF HICKMAN
115 Locust St. / P.O. Box 127
Hickman, NE 68372
402.792.2212 / Tax ID # 47-0489999
www.hickman.ne.gov

FIRST STATE BANK
HICKMAN - LINCOLN, NE
76-953/1049

35395

4/09/2025

PAY TO THE ORDER OF **MIDWEST ARMOR COATING**

\$ ****8,750.00****

Eight Thousand Seven Hundred Fifty and 00/100 Dollars

DOLLARS

PROTECTED AGAINST FRAUD

MIDWEST ARMOR COATING

Mayor / City Official

Treasurer / City Official

[Handwritten Signature]

MEMO

⑈035395⑈ ⑆10490953⑆ 100528760⑈

68 6802 20250418 00009 00003 104913491

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YORK STATE BANK
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*David Howell
Midwest Armor Coating*

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