HASTINGS CITY COUNCIL
AGENDA

Council Chambers – City Hall
220 North Hastings Avenue
June 10, 2019
5:30 PM

ROLL CALL:

PLEDGE OF ALLEGIANCE:

MOTION TO ADOPT CURRENT AGENDA for June 10, 2019 Regular Meeting.

PUBLIC NOTICE - Official Notice of the Regular Meeting was published in the Hastings Tribune on Friday, June 7, 2019. Pursuant to Nebraska Revised Statute Section 84-1412, the public is advised that a copy of today's agenda and all reproducible written material which will be discussed at today's meeting is located at the back of the Council Chambers. Also, a current copy of the Nebraska Open Meetings Act is posted on the south wall of the Council Chambers which is accessible to members of the public.

COUNCIL COMMUNICATION:

Reports of Liaisons.

CITIZEN COMMUNICATIONS: (Only for agenda items not related to a public hearing.)

MAYOR'S COMMUNICATIONS:

Service Anniversaries.

CONSENT AGENDA:

1. All Consent Items.

   (a) Approval of the minutes of the Council Meeting of May 28, 2019

   (b) Approval of claims and payroll

   (c) Approval of Work Order WA-374

   (d) Approval of Work Order WA-375

   (e) Approval of Work Order SW-343

   (f) Approval of Work Order SW-342

(g) Approval of Work Order CO-160.

REGULAR AGENDA:

2. Unfinished Business of Preceding Meeting.

3. Public Hearings.

(a) Public hearing to bring Lochland Meadows Subdivision Number 13 within the corporate limits of the City of Hastings and for the final plat for Lochland Meadows Subdivision Number 13

Approval of bringing Lochland Meadows Subdivision Number 13 within the corporate limits of the City of Hastings

(b) Approval of the final plat for Lochland Meadows Subdivision Number 13

(c) Public hearing on the request of Lifehouse Church for a Conditional Use Permit for a church and associated accessory uses for property commonly addressed as 2850 Osborne Drive East, Hastings, Nebraska

Resolution No. 2019-27 approving the request of Lifehouse Church for a Conditional Use Permit for a church and associated accessory uses for property commonly addressed as 2850 Osborne Drive East, Hastings, Nebraska

(d) Public hearing on the request of the City of Hastings Development Services Department to amend Hastings City Code Section 34.309, Signs

Ordinance No. 4594 amending Section 34-309.02 and 34-309.04 of Hastings City Code dealing with signs

4. General Business.

(a) Approval of GIS Cloud Hosting/Managed Services Agreement

(b) Approval of Broker's Agreement with The Harry A. Koch Company to provide insurance broker services

(c) Approval of awarding contract for the renovation of the Brickyard Park Amphitheater

(d) Approval of the preliminary/final plat for Ground Subdivision Number Two

5. Ordinances and Resolutions.

6. Final Passage of Ordinances.

7. Appointments.

8. Miscellaneous and Other Business.

9. Possible Closed Session (if necessary or requested).

ADJOURN:

The Mayor and City Council reserve the right to enter into an executive session at any time during the meeting, in accordance with the Nebraska Open Meetings Act, even though the closed session may not be indicated on the agenda.

It is the intention of the Mayor and City Council to take up the items on the agenda in sequential order. However, the Mayor and City Council reserve the right to take up matters in a different order to accommodate the schedules of the city council members, person having items on the agenda, and the public.

June 2019 Service Anniversaries

June 1st - Scott Peshek, Utilities, 20 years

June 16th - Nathan Bren, Utilities, 5 years

June 19th - Ryan Dooley, Utilities, 10 years

CITY OF HASTINGS, NEBRASKA
MINUTES OF CITY COUNCIL REGULAR MEETING
Tuesday, May 28, 2019

Pursuant to due call and notice thereof, a Regular Meeting of the City Council of the City of Hastings, Nebraska was conducted in the Council Chambers of City Hall, 220 N. Hastings Avenue, on May 28, 2019.

The meeting was called to order at 5:30 p.m. in Regular Session by Mayor Stutte with the following members present: Jeniffer Beahm, Ginny Skutnik, Ted Schroeder, Scott Snell, Chuck Rosenberg, Paul Hamelink, Matt Fong. Absent: Butch Eley.

The Mayor led the group in recital of the Pledge of Allegiance to the United States of America.

Moved by Ginny Skutnik seconded by Ted Schroeder to adopt current agenda for May 28, 2019 Regular Meeting. Roll Call: Ayes: Matt Fong, Paul Hamelink, Chuck Rosenberg, Scott Snell, Ted Schroeder, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: Butch Eley. The motion carried.

Mayor Stutte read the Public Notice - Pursuant to the Nebraska Revised Statute Section 84-1412, the public is advised that a copy of today's agenda and all reproducible written material which will be discussed at today's meeting is located at the back of the Council Chambers. Also, a current copy of the Nebraska Open Meetings Act is posted on the south wall of the Council Chambers which is accessible to members of the public.

COUNCIL COMMUNICATION:
Councilmember Hamelink commented on Duncan Field and thanked the Parks and Recreation Department for their work on the beautiful field.

CITIZEN COMMUNICATIONS:
None.

MAYOR'S COMMUNICATIONS:
Mayor Stutte thanked the Street Department for their prompt response to an incident by Heartwell Park.

CONSENT AGENDA:
1. All Consent Items.
Moved by Ginny Skutnik seconded by Jeniffer Beahm to approve all consent items, as presented. Roll Call: Ayes: Matt Fong, Paul Hamelink, Chuck Rosenberg, Scott Snell, Ted Schroeder, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: Butch Eley.
The motion carried.
(a) Approval of the minutes of the Council Meeting of May 13, 2019
(b) Approval of claims and payroll
(c) Approve receiving and placing on file department monthly reports
(d) Approval of the request of Hastings College to utilize city streets for the Hastings College Destination Downtown on August 29, 2019
(e) Approval of the request of Hastings Public School to utilize city streets for the HPS Fun Run/Walk event on August 8, 2019
(f) Approval of the request of Hastings Unique Bicyclists to utilize city streets for the Kool-Aid Classic Bicycle Tour on August 10, 2019
(g) Approval of the request of Midwest Pyrotechnics LLC/Hastings Sodbusters Baseball to utilize city property for the fireworks show in conjunction with Sodbusters home baseball game on June 22, 2019 (rain date June 23, 2019)

(h) Approval of Work Order EL-84
(i) Approval of Work Order EL-91
(j) Approval of Work Order EL-93
(k) Approval of Work Order EL-94
(l) Approval of Work Order SL-121
(m) Approval of Work Order SL-122
(n) Approval of Work Order SL-123
(o) Approval of Work Order SL-124
(p) Approval of Work Order WA-363
(q) Approval of Work Order WA-373

REGULAR AGENDA:
2. Unfinished Business of Preceding Meeting.
None.

3. Public Hearings.
(a) Public hearing on the request of the City of Hastings Utility Department for a Conditional Use Permit for a commercial solar conversion system use for property generally located north of West 12th Street and east of Highland Road. Don Threewitt, Development Services Director, stated this is the first approval of a solar facility under the new section of city code. City of Hastings Utility Department has proposed and progressed with a plan for development of a customer and utility owned solar project situated on Lot 1 of Well Field Addition to the City of Hastings. All requirements for floodplain construction shall be met. Authorization has been secured from the Federal Aviation Administration (FAA).

Moved by Scott Snell seconded by Ginny Skutnik to approve Resolution No. 2019-19 approving request of the City of Hastings Utility Department for a Conditional Use Permit for a commercial solar conversion system use for property generally located north of West 12st Street and east of Highland Road. Roll Call: Ayes: Matt Fong, Paul Hamelink, Chuck Rosenberg, Scott Snell, Ted Schroeder, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: Butch Eley. The motion carried.

4. General Business.
(a) Moved by Ginny Skutnik seconded by Matt Fong to approve a contract for WEC1 and NDS Installation of Miscellaneous Platforms (Contract HU 2019-04 FC-13) with Kiner, Inc., Aurora, Nebraska, in the amount of $151,122.43. Kevin Johnson, Utility Manager, reported on the budgeted amount for the contract. Determination was made to remove one of the platforms from the bid, but the project remained over the budgeted amount. The excess amount will be covered by amounts not expended on other budgeted projects. Roll Call: Ayes: Matt Fong, Paul Hamelink, Chuck Rosenberg, Scott Snell, Ted Schroeder, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: Butch Eley.
The motion carried.

(b) Moved by Ginny Skutnik seconded by Jeniffer Beahm to approve the fence height increase from 6 feet to 8 feet for the side and rear yard at 841 North Minnesota Avenue. Don Threewitt stated this property is currently used for apartments. Current city code would require a 15 feet buffer between the buildings, where currently there is 12 feet. Roll Call: Ayes: Matt Fong, Paul Hamelink, Chuck Rosenberg, Scott Snell, Ted Schroeder, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: Butch Eley. The motion carried.

(c) Moved by Ted Schroeder seconded by Chuck Rosenberg to approve the Telecommunications Line Right-of-Way License Agreement with Zayo Group, a Colorado corporation. Dave Ptak, City Administrator, stated Zayo has done previous work with underground fiber and is familiar with requirements. They were hired by a client to connect their cell tower location by fiber to the existing

fiber. They will submit plans to the City Engineer, and begin as soon as those are approved. Roll Call: Ayes: Matt Fong, Paul Hamelink, Chuck Rosenberg, Scott Snell, Ted Schroeder, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: Butch Eley. The motion carried.

5. Ordinances and Resolutions.
(a) ORDINANCE NO. 4593 CREATING STREET IMPROVEMENT DISTRICT 2019-3, LAUX DRIVE - 31ST STREET SOUTH 748.69 FEET

Said Ordinance was read by title and thereafter Councilmember Ginny Skutnik moved for passage of the ordinance, which motion was seconded by Councilmember Matt Fong.

Dave Wacker, City Engineer, reported on the request from Hastings Economic Development Corporation (HEDC) for the extension of Laux Avenue. Construction on this project will most likely occur late fall 2019, at the earliest.

The Mayor then stated the question "Shall Ordinance No. 4593 be passed and adopted?" Upon roll call vote the following Councilmembers voted Ayes: Matt Fong, Paul Hamelink, Chuck Rosenberg, Scott Snell, Ted Schroeder, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: Butch Eley. The motion carried.

Councilmember Ginny Skutnik moved that the statutory rule requiring reading on three different days be suspended; Councilmember Matt Fong seconded the motion to suspend the rules and upon roll call vote the following Councilmembers voted Ayes: Matt Fong, Paul Hamelink, Chuck Rosenberg, Scott Snell, Ted Schroeder, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: Butch Eley. The motion to suspend the rules was adopted by three fourths vote of the Council and the statutory rule was declared suspended for consideration of said ordinance.

The passage and adoption of said ordinance having been concurred in by a majority of all members of the Council, the Mayor declared the ordinance adopted upon second and final reading and the Mayor signed and approved the ordinance. City Clerk attested the passage approval of the same and affixed her signature thereto. Published in the Hastings Tribune on May 31, 2019. Effective date of the ordinance is June 13, 2019.

(b) Moved by Matt Fong seconded by Jeniffer Beahm to approve Resolution No. 2019-22… accepting the work and the certificate of the City Engineer for Sanitary Sewer Extension District No. 2018-1. Dave Wacker reported on the assessment and general obligation amounts. Roll Call: Ayes: Matt Fong, Paul Hamelink, Chuck Rosenberg, Scott Snell, Ted Schroeder, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: Butch Eley. The motion carried.

(c) Moved by Jeniffer Beahm seconded by Paul Hamelink to approve Resolution No. 2019-15... accepting plat and schedule of assessments as prepared by the City Engineer for special assessments proposed to be levied in Sanitary Sewer Improvement District No. 2018-1. Dave Wacker reported assessments will be made and general obligation will be paid by the city. This action sets the assessment hearing date for June 24th. Roll Call: Ayes: Matt Fong, Paul Hamelink, Chuck Rosenberg, Scott Snell, Ted Schroeder, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: Butch Eley. The motion carried.

(d) Moved by Ginny Skutnik seconded by Ted Schroeder to approve Resolution No. 2019-23… accepting the work and the certificate of the City Engineer for Water Extension District No. 2018-1. Dave Wacker reported on assessment and general obligation amounts. Roll Call: Ayes: Matt Fong, Paul Hamelink, Chuck Rosenberg, Scott Snell, Ted Schroeder, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: Butch Eley. The motion carried.

(e) Moved by Ginny Skutnik seconded by Paul Hamelink to approve Resolution No. 2019-16… accepting plat and schedule of assessments as prepared by the City Engineer for special assessments proposed to be levied in Water Extension District No. 2018-1. Dave Wacker reported assessments will be made and general obligation will be paid by the city. This action will set the assessment hearing date for June 24th. Roll Call: Ayes: Matt Fong, Paul Hamelink, Chuck Rosenberg, Scott Snell, Ted Schroeder, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: Butch Eley. The motion carried.

(f) Moved by Matt Fong seconded by Paul Hamelink to approve Resolution No. 2019-24… accepting the work and the certificate of the City Engineer for Street Improvement District No. 2017-3. Dave Wacker reported on assessment and general obligation amounts. Roll Call: Ayes: Matt Fong, Paul Hamelink, Chuck Rosenberg, Scott Snell, Ted Schroeder, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: Butch Eley. The motion carried.

(g) Moved by Chuck Rosenberg seconded by Paul Hamelink to approve Resolution No. 2019-17… accepting plat and schedule of assessments as prepared by the City Engineer for special assessments proposed to be levied in Street Improvement District No. 2017-3. Dave Wacker reported assessments will be made and general obligation will be paid by the city. This action will set the assessment hearing date for June 24th. Roll Call: Ayes: Matt Fong, Paul Hamelink, Chuck Rosenberg, Scott Snell, Ted Schroeder, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: Butch Eley. The motion carried.

(h) Moved by Ginny Skutnik seconded by Jeniffer Beahm to approve Resolution No. 2019-25… accepting the work and the certificate of the City Engineer for Street Improvement District No. 2017-4. Dave Wacker reported assessment and general obligation amounts. Roll Call: Ayes: Matt Fong, Paul Hamelink, Chuck Rosenberg, Scott Snell, Ted Schroeder, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: Butch Eley. The motion carried.

(i) Moved by Jeniffer Beahm seconded by Paul Hamelink to approve Resolution No. 2019-18… accepting plat and schedule of assessments as prepared by the City Engineer for special assessments proposed to be levied in Street Improvement District No. 2017-4. Dave Wacker reported assessments will be made and general obligation will be paid by the city. This action will set the assessment hearing date for June 24th. Roll Call: Ayes: Matt Fong, Paul Hamelink, Chuck Rosenberg, Scott Snell, Ted Schroeder, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: Butch Eley. The motion carried.

(j) Moved by Matt Fong seconded by Paul Hamelink to approve Resolution No. 2019-26… accepting the work and the certificate of the City Engineer for Alley Improvement District No. 2017-1. Dave Wacker reported the assessment is associated with the Brewery Lofts project. He stated assessment and general obligation amounts. Roll Call: Ayes: Matt Fong, Paul Hamelink, Chuck Rosenberg, Scott Snell, Ted Schroeder, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: Butch Eley. The motion carried.

(k) Moved by Jeniffer Beahm seconded by Ginny Skutnik to approve Resolution No. 2019-21… accepting plat and schedule of assessments as prepared by the City Engineer for special assessments proposed to be levied in Alley Improvement District No. 2017-1. Dave Wacker reported assessments will be made and general obligation will be paid by the city. This action will set the assessment hearing date for June 24th. Roll Call: Ayes: Matt Fong, Paul Hamelink, Chuck Rosenberg, Scott Snell, Ted Schroeder, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: Butch Eley. The motion carried.

(l) Moved by Ginny Skutnik seconded by Scott Snell to approve Resolution No. 2019-20…approving reimbursement resolution to enable recovery through proceeds of issuance of bonds or notes or City funds temporarily advanced for initial street and related capital project expenditures. Phil Lorenzen, D.A. Davidson, serves as the City of Hastings' financial underwriter. He introduced Andrew Forney, as his D.A. Davidson Associate. Phil reported that the city is in great shape financially, with a very minimal amount of outstanding debt. With the hearings on June 24th, there will be a 50 day period where property owners can pay any or all special assessments. The bottom line to the reimbursement resolution is the Internal Revenue Code will allow you to advance funds internally for project cost, but will not allow you to issue tax exempt bonds to fund those on a longer term basis, unless you have a reimbursement resolution in place. Roll Call: Ayes: Matt Fong, Paul Hamelink, Chuck Rosenberg, Scott Snell, Ted Schroeder, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: Butch Eley. The motion carried.

6. Final Passage of Ordinances.
None.

7. Appointments.
(a) Mayor Stutte presented Clint Schukei as his appointment to City Attorney. He will begin employment on June 17th. Dave Ptak, City Administrator, stated his confidence in the mayor's appointment.

Moved by Ginny Skutnik seconded by Scott Snell to approve Mayor Stutte's appointment of Clint Schukei as City Attorney. Roll Call: Ayes: Matt Fong, Paul Hamelink, Chuck Rosenberg, Scott Snell, Ted Schroeder, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: Butch Eley. The motion carried.

8. Miscellaneous and Other Business.
None.

9. Possible Closed Session.
None.

Moved by Matt Fong seconded by Scott Snell there being no further business to adjourn at 6:04p.m. Roll Call: Ayes: Matt Fong, Paul Hamelink, Chuck Rosenberg, Scott Snell, Ted Schroeder, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: Butch Eley. The motion carried.

APPROVED:

_____
Corey Stutte, Mayor

ATTEST:

_____
Kimberly S. Jacobitz, City Clerk

(S E A L)

INVOICE APPROVAL LIST BY FUND REPORT

5/21/19 PREPAID VOUCHERS

City of Hastings

Date: 05/21/2019
Time: 2:44 pm

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 001 GENERAL FUND							
Dept: 010.000 City administrator's							
001-010.000-726.200 Telephone							
	WINDSTREAM COMMUNICA	ACT: 090212392	CITY PHONES - LONG DIST/IN	0	05/07/2019	05/21/2019	48.36
	WINDSTREAM COMMUNICA	ACT: 090212392	CITY PHONES - LONG DIST/IN	0	05/07/2019	05/21/2019	7.59
	WINDSTREAM COMMUNICA	ACT: 090212392	CITY PHONES - LONG DIST/IN	0	05/07/2019	05/21/2019	20.86
	WINDSTREAM COMMUNICA	ACT: 090212392	CITY PHONES - LONG DIST/IN	0	05/07/2019	05/21/2019	2.50
	WINDSTREAM COMMUNICA	ACT: 090212392	CITY PHONES - LONG DIST/IN	0	05/07/2019	05/21/2019	3.65
							82.96
						Total Dept. City administrator's office:	**82.96**
Dept: 020.000 Human Resources							
001-020.000-726.200 Telephone							
	WINDSTREAM COMMUNICA	ACT: 090212392	CITY PHONES - LONG DIST/IN	0	05/07/2019	05/21/2019	1.14
							1.14
						Total Dept. Human Resources:	**1.14**
Dept: 030.000 City attorney							
001-030.000-726.200 Telephone							
	WINDSTREAM COMMUNICA	ACT: 090212392	CITY PHONES - LONG DIST/IN	0	05/07/2019	05/21/2019	1.64
							1.64
						Total Dept. City attorney:	**1.64**
Dept: 080.000 Development Servi							
001-080.000-726.200 Telephone							
	VERIZON WIRELESS	9829574274	CITY CELL PHONES / IPADS	0	05/06/2019	05/21/2019	196.26
	WINDSTREAM COMMUNICA	ACT: 090212392	CITY PHONES - LONG DIST/IN	0	05/07/2019	05/21/2019	16.27
							212.53
						Total Dept. Development Services:	**212.53**
Dept: 120.000 Cemetery							
001-120.000-726.200 Telephone							
	VERIZON WIRELESS	9829574274	CITY CELL PHONES / IPADS	0	05/06/2019	05/21/2019	25.41
							25.41
						Total Dept. Cemetery:	**25.41**
Dept: 130.000 Parks							
001-130.000-726.200 Telephone							
	VERIZON WIRELESS	9829574274	CITY CELL PHONES / IPADS	0	05/06/2019	05/21/2019	68.55
	WINDSTREAM COMMUNICA	ACT: 090212392	CITY PHONES - LONG DIST/IN	0	05/07/2019	05/21/2019	64.19
							132.74
						Total Dept. Parks:	**132.74**
Dept: 140.000 Water Park							
001-140.000-727.200 R & M Buildir							
	MI-LOR CASUAL INC	13981	STACKING CHAIRS	0	02/14/2019	05/21/2019	1,145.00
							1,145.00
						Total Dept. Water Park:	**1,145.00**
Dept: 150.000 Library							
001-150.000-726.200 Telephone							
	WINDSTREAM COMMUNICA	ACT: 090212392	CITY PHONES - LONG DIST/IN	0	05/07/2019	05/21/2019	65.16
							65.16
						Total Dept. Library:	**65.16**
Dept: 220.000 911 center							

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
001-220.000-726.200 Telephone							
	WINDSTREAM COMMUNICA	ACT: 090219386	PARKS/REC ALARM 5/4-6/3	0	05/07/2019	05/21/2019	98.50
	WINDSTREAM COMMUNICA	ACT: 090223888	LIBRARY ALARM 5/4 - 6/3	0	05/07/2019	05/21/2019	16.83
	WINDSTREAM COMMUNICA	ACT: 090223889	MUSEUM ALARM 5/4 - 6/3	0	05/07/2019	05/21/2019	16.83
	WINDSTREAM COMMUNICA	ACT: 090223890	ENGINEERING ALARM 5/4 - 6/	0	05/07/2019	05/21/2019	16.83
	WINDSTREAM COMMUNICA	ACT: 090229723	LPS - CIVIL DEF 5/4 - 6/3	0	05/07/2019	05/21/2019	119.74
	WINDSTREAM COMMUNICA	ACT: 090212392	CITY PHONES - LONG DIST/IN	0	05/07/2019	05/21/2019	0.71
	WINDSTREAM COMMUNICA	ACT: 090212392	CITY PHONES - LONG DIST/IN	0	05/07/2019	05/21/2019	4,535.63
							4,805.07
						Total Dept. 911 center:	**4,805.07**
Dept: 230.000 Hastings Fire & Re							
001-230.000-726.200 Telephone							
	VERIZON WIRELESS	9829574274	CITY CELL PHONES / IPADS	0	05/06/2019	05/21/2019	481.17
	WINDSTREAM COMMUNICA	ACT: 090212392	CITY PHONES - LONG DIST/IN	0	05/07/2019	05/21/2019	19.78
							500.95
						Total Dept. Hastings Fire & Rescue:	**500.95**
Dept: 230.300 Ambulance Service							
001-230.300-726.200 Telephone							
	VERIZON WIRELESS	9829574274	CITY CELL PHONES / IPADS	0	05/06/2019	05/21/2019	240.06
	VERIZON WIRELESS	9829574274	CITY CELL PHONES / IPADS	0	05/06/2019	05/21/2019	182.56
							422.62
						Total Dept. Ambulance Service:	**422.62**
Dept: 240.000 Police							
001-240.000-726.200 Telephone							
	VERIZON WIRELESS	9829984778	MONTHLY CHRGS / MIFI HOTS	0	05/10/2019	05/21/2019	640.06
	WINDSTREAM COMMUNICA	ACT: 090212727	PHONE SERV & LONG DISTAN	0	05/07/2019	05/21/2019	137.66
	WINDSTREAM COMMUNICA	ACT: 090212392	CITY PHONES - LONG DIST/IN	0	05/07/2019	05/21/2019	48.42
							826.14
001-240.000-727.400 R & M Comm							
	VERIZON WIRELESS	9829984778	MONTHLY CHRGS / MIFI HOTS	0	05/10/2019	05/21/2019	720.24
							720.24
						Total Dept. Police:	**1,546.38**
Dept: 620.000 Airport							
001-620.000-726.200 Telephone							
	VERIZON WIRELESS	9829574274	CITY CELL PHONES / IPADS	0	05/06/2019	05/21/2019	25.41
							25.41
						Total Dept. Airport:	**25.41**
						tal Fund GENERAL FUND:	**8,967.01**
Fund: 170 MUSEUM FUND							
Dept: 170.100 Museum administra							
170-170.100-726.200 Telephone							
	WINDSTREAM COMMUNICA	ACT: 090212392	CITY PHONES - LONG DIST/IN	0	05/07/2019	05/21/2019	115.26
							115.26
						Total Dept. Museum administration:	**115.26**
						otal Fund MUSEUM FUND:	**115.26**
Fund: 180 STREET FUND							
Dept: 000.000							
180-000.000-726.200 Telephone							

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
	VERIZON WIRELESS	9829574274	CITY CELL PHONES / IPADS	0	05/06/2019	05/21/2019	277.99
	VERIZON WIRELESS	9829574274	CITY CELL PHONES / IPADS	0	05/06/2019	05/21/2019	111.94
	WINDSTREAM COMMUNICA	ACT: 090212392	CITY PHONES - LONG DIST/IN	0	05/07/2019	05/21/2019	10.49
	WINDSTREAM COMMUNICA	ACT: 090212392	CITY PHONES - LONG DIST/IN	0	05/07/2019	05/21/2019	1.35
							401.77
						Total Dept. 000000:	**401.77**
						Total Fund STREET FUND:	**401.77**
Fund: 610 LANDFILL FUND							
Dept: 000.000							
610-000.000-726.200	Telephone						
	VERIZON WIRELESS	9829574274	CITY CELL PHONES / IPADS	0	05/06/2019	05/21/2019	90.83
	WINDSTREAM COMMUNICA	ACT: 090212392	CITY PHONES - LONG DIST/IN	0	05/07/2019	05/21/2019	3.16
							93.99
						Total Dept. 000000:	**93.99**
						tal Fund LANDFILL FUND:	**93.99**
						Grand Total:	**9,578.03**

INVOICE APPROVAL LIST BY FUND REPORT

6/10/19 VOUCHERS TO BE PAID

City of Hastings

Date: 05/31/2019
Time: 4:25 pm

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 001 GENERAL FUND							
Dept: 000.000							
001-000.000-422.050 Inspection Pe							
	GROUND/WILLIAM JR//	GROUND REFUND	PARTIAL REFUND - BLDG PER	0	05/22/2019	06/10/2019	448.22
							448.22
001-000.000-463.376 Program Fee							
	MICK/ALICIA//	13210701	CANCELLATION - 10U SB LEAC	0	03/11/2019	06/10/2019	45.00
							45.00
001-000.000-477.160 Out-Of-Distri							
	HASTINGS UTILITIES	ODF 2019-03	LOT 1 / SOUTH WABASH DEVE	0	05/14/2019	06/10/2019	2,632.00
	HASTINGS UTILITIES	ODF 2019-06	LOT 15 / SHADOW RIDGE 7TH	0	05/20/2019	06/10/2019	2,604.00
							5,236.00
					Total Dept. 000000:		**5,729.22**
Dept: 010.000 City administrator's							
001-010.000-720.350 Training & Co							
	JACOBITZ/KIMBERLY S//CONF REIMBURSEMENTS		MILEAGE - TRAV FLEET RISK (	0	04/17/2019	06/10/2019	176.31
	JACOBITZ/KIMBERLY S//CONF REIMBURSEMENTS		MILEAGE - TRAV FLEET RISK (	0	04/17/2019	06/10/2019	165.88
							342.19
001-010.000-721.050 Postage							
	US BANK CORPORATE PAYM	CERT MAIL	CERTIFIED MAIL - ENVELOPES	0	04/22/2019	06/10/2019	100.00
	US BANK CORPORATE PAYM	WALGREENS	OFFICE SUPPLIES	0	05/13/2019	06/10/2019	7.09
							107.09
001-010.000-723.050 Advertising							
	HASTINGS TRIBUNE	300063903	ADVERTISEMENT - CITY ATTO	0	05/01/2019	06/10/2019	196.35
							196.35
001-010.000-727.200 R & M Buildir							
	BUSINESS WORLD PRODUC	645577	NAME PLATE - R. NASH	0	05/16/2019	06/10/2019	18.00
	EAKES OFFICE SOLUTIONS	7780151-1	CARPET SHAMPOO	0	05/13/2019	06/10/2019	25.44
	EAKES OFFICE SOLUTIONS	7780151-0	BOWL CLEANER/SPOT REMOV	0	05/09/2019	06/10/2019	90.58
	EGAN SUPPLY COMPANY	300524	HAND SOAP / DEO LIQUID	0	05/09/2019	06/10/2019	341.20
	MENARDS - HASTINGS	78287	PLANTERS / FLOWERS	0	05/10/2019	06/10/2019	64.06
							539.28
001-010.000-730.050 Office Suppli							
	BUSINESS WORLD PRODUC	021284	OFFICE SUPPLIES	0	05/16/2019	06/10/2019	80.37
							80.37
					Total Dept. City administrator's office:		**1,265.28**
Dept: 020.000 Human Resources							
001-020.000-720.355 Employee Pr							
	HEALTH MANAGEMENT SYS	2019-1959	EAP MAY 2019	0	05/01/2019	06/10/2019	240.35
	HEALTH MANAGEMENT SYS	2019-2097	EAP JUNE 2019	0	06/01/2019	06/10/2019	240.35
	HEALTH MANAGEMENT SYS	2019-1740	EAP MARCH 2019	0	03/11/2019	06/10/2019	234.60
							715.30
					Total Dept. Human Resources:		**715.30**
Dept: 070.000 Other governmenta							
001-070.000-720.215 Lobbyist Acti							
	O'HARA LINDSAY & ASSOCI	HAS0519	MONTHLY CONTRACT - LOBBY	0	05/01/2019	06/10/2019	1,000.00
							1,000.00
001-070.000-720.307 ELSA Transla							
	REAL TIME TRANSLATION, IN	113781	4 MINS - MAY 1 - 15, 2019	0	05/16/2019	06/10/2019	6.00
							6.00

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
001-070.000-720.470 Disability Insu							
	MUTUAL OF OMAHA	000941431504	DIV 1 (NONUT) LIFE/ADD/VOL I	0	06/01/2019	06/10/2019	3,123.94
							3,123.94
001-070.000-743.555 Computer Sc							
	TYLER TECHNOLOGIES, INC	045-263207	WEBINAR IMPLEMENTATION	0	05/16/2019	06/10/2019	700.00
							700.00
			Dept. Other governmental accounts:				**4,829.94**
Dept: 080.000 Development Servi							
001-080.000-720.350 Training & Co							
	UNIVERSITY OF OKLAHOMA	ACT: 173947	ECONOMIC DEV INSTITUTE	0	06/10/2019	06/10/2019	1,725.00
							1,725.00
001-080.000-723.050 Advertising							
	US BANK CORPORATE PAYM	FACEBOOK	CREDIT - DUP PAYMENT	0	06/01/2019	06/10/2019	-27.26
							-27.26
001-080.000-727.800 R & M Vehicl							
	FILL-N-CHILL	11838	APRIL CARWASHES - STORE 2	0	04/30/2019	06/10/2019	6.00
	FILL-N-CHILL	11887	APRIL CARWASHES - STORE 5	0	04/30/2019	06/10/2019	6.00
							12.00
001-080.000-729.050 Dues & Subs							
	US BANK CORPORATE PAYM	STRONG TOWNS	MEMBERSHIP DUES	0	05/24/2019	06/10/2019	150.00
							150.00
			Total Dept. Development Services:				**1,859.74**
Dept: 110.000 Auditorium							
001-110.000-720.300 Professional							
	PROTEX CENTRAL, INC.	105587	SERVICE - FIRE ALARM	0	04/30/2019	06/10/2019	49.00
							49.00
001-110.000-726.200 Telephone							
	CHARTER COMMUNICATION	ACT: 8356151400029348	INTERNET SERV 6.18 - 7.17	0	06/08/2019	06/10/2019	91.66
							91.66
001-110.000-729.150 Other Operat							
	MENARDS - HASTINGS	78288	LANDSCAPING	0	05/10/2019	06/10/2019	49.98
							49.98
001-110.000-737.200 Building Mair							
	EAKES OFFICE SOLUTIONS	7780141-0	CLEANING SUPPLIES	0	05/09/2019	06/10/2019	66.48
							66.48
			Total Dept. Auditorium:				**257.12**
Dept: 120.000 Cemetery							
001-120.000-721.050 Postage							
	US BANK CORPORATE PAYM	USPS	STAMPS	0	05/16/2019	06/10/2019	77.00
							77.00
001-120.000-726.200 Telephone							
	CHARTER COMMUNICATION	ACT: 8356151400008425	SERVICE 6.9 - 7.8 - CEMETERY	0	06/26/2019	06/10/2019	70.00
							70.00
001-120.000-727.200 R & M Buildir							
	MENARDS - HASTINGS	78658	KNEE CUSHION / COUPLER	0	05/16/2019	06/10/2019	10.29
							10.29
001-120.000-727.500 R & M Heavy							
	MENARDS - HASTINGS	78924	TRIMMER HOLDERS	0	05/21/2019	06/10/2019	77.54
	MENARDS - HASTINGS	78525	WIRING	0	05/14/2019	06/10/2019	34.76

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
	N A P A AUTO PARTS	870861	MOWER BATTERY / CORE DEF	0	05/22/2019	06/10/2019	75.95
	THREE POINTS TIRE	21144	TORO TIRES	0	05/16/2019	06/10/2019	108.00
	TITAN MACHINERY INC - HAS	12406905	WINDOW HINGE	0	05/17/2019	06/10/2019	30.50
	US BANK CORPORATE PAYM	TRACTOR SUPPLY	SPRAYER FOR GATOR	0	05/10/2019	06/10/2019	399.99
							726.74
001-120.000-731.250	Fuel & Oil						
	THOMSEN OIL CO.	265441	DIESEL FUEL	0	05/13/2019	06/10/2019	609.80
							609.80
001-120.000-737.100	Landscaping						
	KELLY SUPPLY COMPANY	15097803-0	GASKET	0	05/13/2019	06/10/2019	1.22
							1.22
001-120.000-737.705	Shop Supplie						
	MALOUF JR AND ASSOCIATE	IN-33763	SHOP TOWELS	0	05/15/2019	06/10/2019	79.25
							79.25
					Total Dept. Cemetery:		**1,574.30**
Dept: 130.000 Parks							
001-130.000-726.200	Telephone						
	CHARTER COMMUNICATIONS	ACT: 8356151400037739	INTERNET SERV 7.25 - 8.24	0	07/15/2019	06/10/2019	68.38
	VIAERO WIRELESS	ACT: 14809	PARKS CELL 5/21 - 6/20 0228	0	07/09/2019	06/10/2019	2.88
							71.26
001-130.000-727.200	R & M Buildir						
	BIG G COMMERCIAL ACCOU	625830/1	PAINT & SUPPLIES	0	05/09/2019	06/10/2019	478.16
	BIG G COMMERCIAL ACCOU	625964/1	PAINT & SUPPLIES	0	05/10/2019	06/10/2019	399.92
	BIG G COMMERCIAL ACCOU	625963/1	MISC SUPPLIES	0	05/10/2019	06/10/2019	74.98
	DUTTON-LAINSON CO.	800499-1	RESTROOM SUPPLIES	0	05/14/2019	06/10/2019	62.25
	K&G PLUMBING AND HEATIN	19-744	HEARTWELL/LINCOLN WADING	0	05/13/2019	06/10/2019	3,000.00
	KULLY PIPE & STEEL SUPPL	711271	RUBBER CPLG	0	05/15/2019	06/10/2019	9.34
	KULLY PIPE & STEEL SUPPL	710972	HEARTWELL POOL REPAIRS	0	05/09/2019	06/10/2019	86.78
	KULLY PIPE & STEEL SUPPL	711103	LINCOLN PARK REPAIRS	0	05/13/2019	06/10/2019	117.00
	KULLY PIPE & STEEL SUPPL	711105	LINCOLN PARK REPAIRS	0	05/13/2019	06/10/2019	4.76
	KULLY PIPE & STEEL SUPPL	711132	LINCOLN PARK REPAIRS	0	05/13/2019	06/10/2019	9.72
	KULLY PIPE & STEEL SUPPL	711126	MISC SUPPLIES	0	05/13/2019	06/10/2019	9.52
	KULLY PIPE & STEEL SUPPL	711246	MISC SHOP SUPPLIES	0	05/15/2019	06/10/2019	8.77
	KULLY PIPE & STEEL SUPPL	711237	MISC SHOP SUPPLIES	0	05/15/2019	06/10/2019	8.12
	MENARDS - HASTINGS	78328	WINDEX / HARD HATS	0	05/10/2019	06/10/2019	96.17
	OUTDOOR RECREATION PR	10666	PLAYGROUND HARDWARE	0	05/07/2019	06/10/2019	1,088.00
	OUTDOOR RECREATION PR	10692	PLAYGROUND HARDWARE	0	05/16/2019	06/10/2019	322.50
	PROTEX CENTRAL, INC.	104647	CHAUT PAVILLION SPRINKLER	0	04/15/2019	06/10/2019	201.50
	SITE ONE LANDSCAPE SUPI	91107888-001	RISER ASSEMBLY W/SNAP RIN	0	05/13/2019	06/10/2019	397.34
							6,374.83
001-130.000-727.500	R & M Heavy						
	CENTRAL NE BOBCAT	114504	TOOLCAT PART	0	04/30/2019	06/10/2019	40.74
	LANDMARK IMPLEMENT INC	10672431	MOWER PART	0	05/15/2019	06/10/2019	121.02
	MIDWEST TURF & IRRIGATIC	3815808-00	BEARINGS	0	05/13/2019	06/10/2019	50.12
	MIDWEST TURF & IRRIGATIC	3815808-01	FORK CASTER	0	05/14/2019	06/10/2019	170.99
	N A P A AUTO PARTS	868637	TORO PART	0	05/13/2019	06/10/2019	31.26
	TURFWERKS	OI47515	SPINDLE MOT / PART	0	05/15/2019	06/10/2019	822.51
							1,236.64
001-130.000-727.800	R & M Vehicl						
	N A P A AUTO PARTS	867697	SYNTHETIC / OIL FILTER	0	05/08/2019	06/10/2019	26.16
							26.16
001-130.000-729.150	Other Operat						
	S.O.S. PORTABLE TOILET IN	40914	PORTABLE TOILET UNITS - MA	0	05/07/2019	06/10/2019	240.00
							240.00

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
001-130.000-731.400	Other Supplie						
	MENARDS - HASTINGS	78655	MISC SUPPLIES	0	05/18/2019	06/10/2019	113.48
							113.48
001-130.000-731.700	Wearing App						
	SHIRT SHACK HASTINGS	H8071	WEARING APPAREL	0	05/09/2019	06/10/2019	388.16
							388.16
001-130.000-737.100	Landscaping						
	EARL MAY SEED & NURSER'	00047521	LANDSCAPING	0	05/14/2019	06/10/2019	71.82
	MENARDS - HASTINGS	78521	LANDSCAPING	0	05/14/2019	06/10/2019	86.92
	MENARDS - HASTINGS	78722	LANDSCAPING	0	05/17/2019	06/10/2019	37.79
							196.53
					Total Dept. Parks:		**8,647.06**
Dept: 140.000 Water Park							
001-140.000-727.200	R & M Buildir						
	PLATTE VALLEY COMMUNIC	32551	PORTABLE RADIOS OPERATIC	0	05/21/2019	06/10/2019	513.75
							513.75
001-140.000-730.050	Office Suppli						
	EAKES OFFICE SOLUTIONS	7788057-0	TAPE/WALL SIGNS/TIME CARD	0	05/20/2019	06/10/2019	39.04
	US BANK CORPORATE PAYM	AMAZON	WRISTBANDS	0	05/08/2019	06/10/2019	21.00
	WAL-MART COMMUNITY	06727	OFFICE&MEDICAL SUPPLIES	0	05/20/2019	06/10/2019	45.96
							106.00
001-140.000-731.150	Chemicals						
	HAWKINS, INC.	4496964	POOL CHEMICALS	0	05/14/2019	06/10/2019	4,211.15
							4,211.15
001-140.000-731.205	Concessions						
	CASH-WA DISTRIBUTING	11996908	CONCESSIONS / RESALE	0	05/21/2019	06/10/2019	1,114.40
	CASH-WA DISTRIBUTING	12008534	CONCESSIONS / RESALE	0	05/23/2019	06/10/2019	1,054.30
							2,168.70
001-140.000-731.350	Medical Supp						
	WAL-MART COMMUNITY	06727	OFFICE&MEDICAL SUPPLIES	0	05/20/2019	06/10/2019	42.24
							42.24
001-140.000-731.600	Signs						
	US BANK CORPORATE PAYM	AMAZON	WALL MOUNTED SIGNS	0	05/08/2019	06/10/2019	40.94
							40.94
001-140.000-737.200	Building Mair						
	BIG G COMMERCIAL ACCOU	625833/1	FASTENERS	0	05/09/2019	06/10/2019	9.38
	BIG G COMMERCIAL ACCOU	625947/1	SPRAY PAINT/ROLLER COVER	0	05/10/2019	06/10/2019	43.48
	KULLY PIPE & STEEL SUPPL'	710847	SWIM LADDER MAINTENANCE	0	05/07/2019	06/10/2019	21.27
	MALOUF JR AND ASSOCIATE	IN-33752	BATTERIES	0	05/15/2019	06/10/2019	16.79
	SHERWIN-WILLIAMS	8752-1	INTERIOR WALL PAINT	0	05/08/2019	06/10/2019	38.47
							129.39
					Total Dept. Water Park:		**7,212.17**
Dept: 145.000 Recreation prograr							
001-145.000-720.300	Professional						
	NE SOFTBALL ASSOCIATION	CO-ED TEEN 2019	COED TEEN LEAGUE REG / TF	0	06/10/2019	06/10/2019	195.00
							195.00
001-145.000-720.331	Adult Act. Co						
	TATE/JAMES//	REC13-10	UMPIRE - 3 GAMES @ $22EA	0	05/23/2019	06/10/2019	66.00
							66.00
001-145.000-720.332	Youth Act. Cc						
	CHANCE/GRACYN//	REC19-17	UMPIRE - 2 GAMES @ $35EA	0	05/23/2019	06/10/2019	70.00

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
	KASPAREK/ALLISON//	REC19-13	UMPIRE - 2 GAMES @ $36EA	0	05/23/2019	06/10/2019	72.00
	KRUEGER/DAVID//	REC15-09	UMPIRE - 2 GAMES @ $36/EA	0	05/23/2019	06/10/2019	72.00
	LANE/ALEXANDRE//	REC19-14	UMPIRE - 2 GAMES @ $36/EA	0	05/23/2019	06/10/2019	72.00
	OCHSNER/BRITTANY//	REC19-15	UMPIRE - 2 GAMES @ $36EA	0	05/23/2019	06/10/2019	72.00
	POE/WILL//	REC19-18	UMPIRE - 2 GAMES @$35EA	0	05/23/2019	06/10/2019	70.00
							428.00
001-145.000-726.200	Telephone						
	CHARTER COMMUNICATIOACT: 8356151400263913		INTERNET SERV 6.20 - 7.19	0	07/10/2019	06/10/2019	77.37
							77.37
001-145.000-731.403	Spec. Event						
	PARKS DEPT. - PETTY CASH	CHAMBER BUCKS	BICYCLE SUNDAY FUN DAY PF	0	05/14/2019	06/10/2019	50.00
							50.00
			Total Dept. Recreation programming:				**816.37**
Dept: 150.000 Library							
001-150.000-720.350	Training & Co						
	MUELLER/RACHEL//	REIMBURSEMENT	MILEAGE - TRAINING IN MINDE	0	05/01/2019	06/10/2019	41.06
							41.06
001-150.000-726.200	Telephone						
	VERIZON WIRELESS	9829963177	CELL SERVICE 4/11/19-5/10/19	0	05/10/2019	06/10/2019	111.33
							111.33
001-150.000-727.200	R & M Buildir						
	O'KEEFE ELEVATOR COMPA	492773	ELEVATOR MAINTENANCE	0	06/01/2019	06/10/2019	197.00
	SPRING FRESH CLEANING S	3353	JANITORIAL SERV MAY 16 - 31	0	05/23/2019	06/10/2019	1,575.00
							1,772.00
001-150.000-729.149	Processing F						
	MIDWEST TAPE	97392919	AUDIOBOOK / PROCESSING	0	05/14/2019	06/10/2019	3.50
	MIDWEST TAPE	97392918	DVD'S / PROCESSING	0	05/14/2019	06/10/2019	37.05
	MIDWEST TAPE	97423192	AUDIOBOOK / PROCESSING	0	05/21/2019	06/10/2019	17.50
	MIDWEST TAPE	97400573	PROCESSING CREDIT	0	05/15/2019	06/10/2019	-18.98
	MIDWEST TAPE	97423191	DVD'S / PROCESSING	0	05/21/2019	06/10/2019	17.45
							56.52
001-150.000-730.050	Office Suppli						
	BUSINESS WORLD PRODUC	021263	BOOK TAPE	0	05/14/2019	06/10/2019	75.24
							75.24
001-150.000-730.056	Library Make						
	US BANK CORPORATE PAYM	AMAZON	FILAMENT - 3D PRINTER	0	05/11/2019	06/10/2019	23.95
	US BANK CORPORATE PAYM	ALEPH OJBECTS	FILAMENT MS 3D PRINTER	0	05/20/2019	06/10/2019	83.13
	US BANK CORPORATE PAYM	ALEPH OBJECTS	FILAMENT MS 3D PRINTER	0	05/15/2019	06/10/2019	73.63
							180.71
001-150.000-730.110	Electronic Da						
	NE LIBRARY COMMISSION	29317	VALUE LINE SUBSCRIPTION	0	05/23/2019	06/10/2019	3,265.00
							3,265.00
001-150.000-730.115	Library Collec						
	BAKER & TAYLOR, INC.	2034538978	BOOKS	0	05/10/2019	06/10/2019	15.92
	EBSCO INFORMATION SERV	CD-F-60650-00	MAGAZINE RENEWALS	0	05/17/2019	06/10/2019	2,831.77
	EBSCO INFORMATION SERV	1930671	MAGAZINE CREDIT	0	12/13/2018	06/10/2019	-22.04
	GALE-CENGAGE LEARNING	67022829	BOOKS	0	05/02/2019	06/10/2019	38.92
	GALE-CENGAGE LEARNING	67039963	BOOKS	0	05/07/2019	06/10/2019	96.71
	GALE-CENGAGE LEARNING	67046377	BOOKS	0	05/08/2019	06/10/2019	47.23
	GALE-CENGAGE LEARNING	67046868	BOOKS	0	05/08/2019	06/10/2019	37.48

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
	MIDWEST TAPE	97392919	AUDIOBOOK / PROCESSING	0	05/14/2019	06/10/2019	34.99
	MIDWEST TAPE	97392918	DVD'S / PROCESSING	0	05/14/2019	06/10/2019	201.66
	MIDWEST TAPE	97423192	AUDIOBOOK / PROCESSING	0	05/21/2019	06/10/2019	184.95
	MIDWEST TAPE	97423191	DVD'S / PROCESSING	0	05/21/2019	06/10/2019	69.46
	RECORDED BOOKS, LLC	76217823	AUDIOBOOKS	0	04/24/2019	06/10/2019	129.20
	RECORDED BOOKS, LLC	76225817	EAUDIO	0	05/08/2019	06/10/2019	138.85
	US BANK CORPORATE PAYM	AMAZON	BOOKS	0	05/14/2019	06/10/2019	9.51
	US BANK CORPORATE PAYM	AMAZON	PRIME MONTHLY CHRG	0	05/11/2019	06/10/2019	6.94
	US BANK CORPORATE PAYM	PAYPAL	EAGLE CREEK MEMORIES BO	0	05/14/2019	06/10/2019	12.74
							3,834.29
001-150.000-731.500	Promotional I						
	CREATIVE PRODUCT SOUR(	CPI079211	PROMO MATERIALS-CUST MA	0	05/17/2019	06/10/2019	283.61
	US BANK CORPORATE PAYM	PAYPAL	CREATIVE PRODUCT STORE F	0	05/21/2019	06/10/2019	1.00
							284.61
001-150.000-737.200	Building Mair						
	SPRING FRESH CLEANING S	3353	JANITORIAL SERV MAY 16 - 31	0	05/23/2019	06/10/2019	30.65
							30.65
					Total Dept. Library:		**9,651.41**
Dept: 220.000 911 center							
001-220.000-720.300	Professional						
	MARY LANNING HEALTHCAF	M. POHLMEIER	DRUG TESTING - M. POHLMEII	0	04/17/2019	06/10/2019	45.00
							45.00
001-220.000-720.350	Training & Co						
	US BANK CORPORATE PAYM	KAMINSKY ET AL	3 FOR COMMUNICATIONS TRA	0	04/30/2019	06/10/2019	900.00
							900.00
001-220.000-726.200	Telephone						
	STATE OF NE - DAS STATE	1167054	STATE TELECOM - MAY 2019	0	05/22/2019	06/10/2019	704.00
							704.00
001-220.000-727.400	R & M Comm						
	HEADSETS.COM	2916600	HEADSET ACCESSORIES	0	06/25/2019	06/10/2019	77.77
							77.77
001-220.000-730.050	Office Suppli						
	QUILL CORPORATION	7000231	MESH ORGANIZER	0	04/29/2019	06/10/2019	21.99
							21.99
001-220.000-731.700	Wearing App						
	PROFORMA	OG16015816	3 POLO SHIRTS W/EMBROIDEI	0	05/15/2019	06/10/2019	84.69
							84.69
					Total Dept. 911 center:		**1,833.45**
Dept: 230.000 Hastings Fire & Re							
001-230.000-720.300	Professional						
	NE STATE PATROL	YOUNG	YOUNG'S FINGERPRINTS	0	06/10/2019	06/10/2019	45.25
							45.25
001-230.000-727.700	R & M Tools						
	FYR-TEK	13865-9	BAUER AIR TEST KIT	0	05/08/2019	06/10/2019	108.00
							108.00
001-230.000-727.800	R & M Vehicl						
	O'REILLY AUTO PARTS	0764-262416	CAR WASH / WIPES / CLEANEF	0	05/22/2019	06/10/2019	47.92
	SPADY CHEVROLET,GMC,CA	28628	COBRA 1 OIL LEAK/FRONT AXI	0	05/15/2019	06/10/2019	486.97
							534.89
001-230.000-729.050	Dues & Subs						

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
	HASTINGS AREA MUTUAL AI	HAMA 2018	HAMA DUES 2018	0	05/20/2019	06/10/2019	20.00
	HASTINGS AREA MUTUAL AI	HAMA 2019	HAMA DUES 2019	0	05/20/2019	06/10/2019	20.00
							40.00
001-230.000-730.050	Office Suppli						
	BUSINESS WORLD PRODUC	645527	OFFICE SUPPLIES	0	05/14/2019	06/10/2019	114.46
							114.46
001-230.000-731.200	Food Supplie						
	US BANK CORPORATE PAYM	QUIZNOS	BI-ANNUAL MUTIAL AID MTG L	0	05/20/2019	06/10/2019	251.00
	US BANK CORPORATE PAYM	RUSS'S	EMS WEEK - MEALS	0	05/21/2019	06/10/2019	75.46
	US BANK CORPORATE PAYM	RUSS'S	EMS WEEK - MEALS	0	05/23/2019	06/10/2019	37.91
							364.37
001-230.000-731.470	Fire Preventi						
	BIG G COMMERCIAL ACCOU	626396/1	PAINT FOR TRAILER	0	05/16/2019	06/10/2019	24.20
							24.20
001-230.000-731.650	Uniform Allov						
	GALL'S, LLC	012522589	UNIFORM TROUSERS	0	04/19/2019	06/10/2019	56.70
							56.70
001-230.000-737.200	Building Mair						
	MENARDS - HASTINGS	78247	DESK LAMP/FLAGS - LPS/ HOS	0	05/09/2019	06/10/2019	162.30
							162.30
001-230.000-737.650	Office Equipr						
	WAL-MART COMMUNITY	06918	HARD DRIVE	0	05/16/2019	06/10/2019	49.97
							49.97
					Total Dept. Hastings Fire & Rescue:		**1,500.14**
Dept: 230.300	**Ambulance Service**						
001-230.300-720.300	Professional						
	FAMILY MEDICAL CENTER O	HENRY	ANNUAL PHYSICAL - HENRY	0	05/09/2019	06/10/2019	369.00
	FAMILY MEDICAL CENTER O	ADKINS	ANNUAL PHYSICAL - ADKINS	0	05/10/2019	06/10/2019	199.00
	FAMILY MEDICAL CENTER O	STEINER	ANNUAL PHYSICAL - STEINER	0	05/15/2019	06/10/2019	269.00
	FAMILY MEDICAL CENTER O	J. VORDERSTRASSE	ANNUAL PHYSICAL - J. VORDE	0	05/16/2019	06/10/2019	275.00
	FAMILY MEDICAL CENTER O	BOESELAGER	ANNUAL PHYSICAL - BOESELA	0	05/17/2019	06/10/2019	189.00
	FAMILY MEDICAL CENTER O	OSWALD	ANNUAL PHYSICAL - OSWALD	0	05/17/2019	06/10/2019	275.00
	FAMILY MEDICAL CENTER O	RAKES	ANNUAL PHYSICAL - RAKES	0	05/17/2019	06/10/2019	269.00
	FAMILY MEDICAL CENTER O	T. SMITH	ANNUAL PHYSICAL - T. SMITH	0	05/17/2019	06/10/2019	269.00
	FAMILY MEDICAL CENTER O	HACKLER	ANNUAL PHYSICAL - HACKLEF	0	05/20/2019	06/10/2019	259.00
	FAMILY MEDICAL CENTER O	ISHII	ANNUAL PHYSICAL - ISHII	0	05/20/2019	06/10/2019	269.00
							2,642.00
001-230.300-727.800	R & M Vehicl						
	PLATTE VALLEY COMMUNIC	32533	BULB FOR R-9	0	05/13/2019	06/10/2019	54.95
							54.95
001-230.300-731.350	Medical Supp						
	BOUND TREE MEDICAL LLC	83206766	GLUCAGON	0	05/10/2019	06/10/2019	398.99
	BOUND TREE MEDICAL LLC	83208321	MEDICAL SUPPLIES	0	05/13/2019	06/10/2019	87.10
	BOUND TREE MEDICAL LLC	83212703	MEDICAL SUPPLIES	0	05/16/2019	06/10/2019	64.12
							550.21
					Total Dept. Ambulance Service:		**3,247.16**
Dept: 240.000	**Police**						
001-240.000-720.300	Professional						
	CBS - REPORTING SERVICE	383500	2 MONTHLY MEMBERSHIPS	0	04/30/2019	06/10/2019	10.00
	MAAR/RAQUEL//	P191438	INTERPRET - BY PHONE	0	05/11/2019	06/10/2019	25.00
	MARY LANNING HEALTHCAF	HACHTEL	DRUG TESTING - HACHTEL	0	04/17/2019	06/10/2019	45.00
	NE DEPT.OF LABOR-BOILER	113626 - POLICE	BOILER INSPECTION - HPD	0	05/21/2019	06/10/2019	60.00

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
	NE PUBLIC HEALTH ENVIRO	512783	2 BAC TESTS	0	05/14/2019	06/10/2019	210.00
	US BANK CORPORATE PAYM	EILEENS	FOOD PROMOTION	0	05/17/2019	06/10/2019	17.50
	US BANK CORPORATE PAYM	FAA	DRONE REGISTRATION	0	05/14/2019	06/10/2019	5.00
							372.50
001-240.000-720.350	Training & Co						
	CALIBRE PRESS	70876	2 ULTIMATE TRAINING OFF CL	0	05/13/2019	06/10/2019	558.00
	CONSOLIDATED MANAGEME	216286	18 MEALS 5.9 - 5.15 - HPD	0	05/15/2019	06/10/2019	127.02
	CONSOLIDATED MANAGEME	216344	28 MEALS 5.16 - 5.22 - HPD	0	05/22/2019	06/10/2019	194.72
	MENARDS - HASTINGS	78486	WATER	0	05/13/2019	06/10/2019	35.88
	NE LAW ENFORCEMENT TR/	8261	PATROL RIFLE INSTRUCTOR F	0	05/23/2019	06/10/2019	52.00
	US BANK CORPORATE PAYM	LE SEMINARS	COURSE REGISTRATION	0	05/08/2019	06/10/2019	1,050.00
	US BANK CORPORATE PAYM	PAYPAL	PATCHECH WEBINAR	0	05/09/2019	06/10/2019	99.00
	US BANK CORPORATE PAYM	EMBASSY SUITES	LODGING, LAVIST, NE	0	05/15/2019	06/10/2019	435.90
	US BANK CORPORATE PAYM	UCS	5 STUNT TUMBLING MATS	0	05/09/2019	06/10/2019	1,533.80
	US BANK CORPORATE PAYM	EMBASSY SUITES	FOOD - LA VISTA, NE	0	05/14/2019	06/10/2019	19.20
	US BANK CORPORATE PAYM	RED ROBIN	FOOD - PAPILLION, NE	0	05/15/2019	06/10/2019	15.03
	US BANK CORPORATE PAYM	FREDDY'S	FOOD - PAPILLION, NE	0	05/14/2019	06/10/2019	8.70
	US BANK CORPORATE PAYM	ALAMO DRAFTHOUSE	FOOD - LA VISTA, NE	0	05/13/2019	06/10/2019	17.63
	US BANK CORPORATE PAYM	HYVEE	FOOD - PAPILLION, NE	0	05/14/2019	06/10/2019	4.25
	US BANK CORPORATE PAYM	HYVEE	FOOD - PAPILLION, NE	0	05/13/2019	06/10/2019	4.25
	US BANK CORPORATE PAYM	HYVEE	FOOD - PAPILLION, NE	0	05/13/2019	06/10/2019	8.59
							4,163.97
001-240.000-721.050	Postage						
	US BANK CORPORATE PAYM	USPS	POSTAGE	0	05/09/2019	06/10/2019	10.59
	US BANK CORPORATE PAYM	USPS	POSTAGE	0	05/10/2019	06/10/2019	13.70
	US BANK CORPORATE PAYM	USPS	POSTAGE	0	05/14/2019	06/10/2019	11.84
	US BANK CORPORATE PAYM	USPS	POSTAGE	0	05/17/2019	06/10/2019	24.81
	US BANK CORPORATE PAYM	USPS	POSTAGE	0	05/21/2019	06/10/2019	25.21
							86.15
001-240.000-724.050	Printing						
	CORNHUSKER PRESS	P188730	BUSINESS CARDS - HPD	0	05/15/2019	06/10/2019	185.00
							185.00
001-240.000-727.200	R & M Buildir						
	BIG G COMMERCIAL ACCOU	620956/1	GASKET DISPOSER MOUNT	0	02/28/2019	06/10/2019	11.56
	EARL MAY SEED & NURSER'	37477	PLANTS	0	05/20/2019	06/10/2019	21.96
	ECHO SYSTEMS	S8046804.001	59 LIGHT BULBS	0	05/22/2019	06/10/2019	250.12
	RUTT'S HEATING & AC	3655-4468	R&R TWO-WAY VC VALVES	0	05/09/2019	06/10/2019	284.12
							567.76
001-240.000-727.206	Mowing Prop						
	VAREL/VINCENT H.//	APRIL 2019	APRIL MOWING FEES - VARIOI	0	05/05/2019	06/10/2019	170.00
							170.00
001-240.000-727.700	R & M Tools						
	BIG G COMMERCIAL ACCOU	626674/1	3 STAPLE GUNS & STAPLES	0	05/21/2019	06/10/2019	50.49
	US BANK CORPORATE PAYM	ZORO.COM	HALLIGAN TOOLS	0	04/24/2019	06/10/2019	1,028.00
	US BANK CORPORATE PAYM	ZORO.COM	BATTERING RAMS	0	04/24/2019	06/10/2019	1,337.82
							2,416.31
001-240.000-727.800	R & M Vehicl						
	ACE AUTOMOTIVE, INC.	41651	R&R 2 BRAKE LIGHTS	0	05/10/2019	06/10/2019	30.80
	ACE AUTOMOTIVE, INC.	41659	R&R FUEL PRESSURE SENSO	0	05/10/2019	06/10/2019	189.10
	ACE AUTOMOTIVE, INC.	41700	CHARGE A/C	0	05/16/2019	06/10/2019	114.50
	ACE AUTOMOTIVE, INC.	41727	R&R REAR PADS / TIE RODS	0	05/21/2019	06/10/2019	601.51
	ACE AUTOMOTIVE, INC.	41735	OIL CHANGE	0	05/22/2019	06/10/2019	39.98
	FILL-N-CHILL	11836	APRIL CARWASHES - STORE 2	0	04/30/2019	06/10/2019	180.00
	FILL-N-CHILL	11837	APRIL CARWASHES - STORE 5	0	04/30/2019	06/10/2019	72.00
	FILL-N-CHILL	11886	APRIL CARWASHES - STORE 6	0	04/30/2019	06/10/2019	72.00
	WAL-MART COMMUNITY	174	CAR CLEAN PROD/OFFICE SU	0	04/24/2019	06/10/2019	58.53

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
							1,358.42
001-240.000-729.204 Heartland Pe							
	HEARTLAND PET CONNECT	JUNE 2019	JUNE PET CARE	0	06/01/2019	06/10/2019	4,333.33
							4,333.33
001-240.000-729.600 CANDO Proj							
	US BANK CORPORATE PAYM	AMAZON	LADDER	0	05/20/2019	06/10/2019	52.99
	US BANK CORPORATE PAYM	BLUE FORCE GEAR	9 MICRO TRAUMA KITS	0	05/20/2019	06/10/2019	629.55
	US BANK CORPORATE PAYM	PRINCETON TEC	9 CHARGE PRO	0	05/20/2019	06/10/2019	1,178.91
							1,861.45
001-240.000-730.050 Office Suppli							
	QUILL CORPORATION	6943285	OFFICE SUPPLIES	0	04/29/2019	06/10/2019	106.22
	WAL-MART COMMUNITY	00615	BUCKETS/GUN CLEAN PATCHI	0	05/15/2019	06/10/2019	21.18
	WAL-MART COMMUNITY	4197	CLIPBOARD	0	05/16/2019	06/10/2019	6.29
	WAL-MART COMMUNITY	4197	MERCHANDISE EXCHANGE	0	05/16/2019	06/10/2019	-15.24
	WAL-MART COMMUNITY	174	CAR CLEAN PROD/OFFICE SU	0	04/24/2019	06/10/2019	75.35
							193.80
001-240.000-731.200 Food Supplie							
	US BANK CORPORATE PAYM	EILEENS	FOOD	0	05/14/2019	06/10/2019	22.00
	US BANK CORPORATE PAYM	EILEENS	FOOD	0	05/14/2019	06/10/2019	22.00
	US BANK CORPORATE PAYM	GAS N SHOP	FOOD	0	05/14/2019	06/10/2019	7.98
	US BANK CORPORATE PAYM	EILEENS	FOOD	0	05/21/2019	06/10/2019	35.50
	WAL-MART COMMUNITY	04903	FOOD	0	05/21/2019	06/10/2019	11.04
	WAL-MART COMMUNITY	09882	FOOD	0	05/13/2019	06/10/2019	22.08
	WAL-MART COMMUNITY	09857	FOOD / CUTLERY/BATTERIES/	0	05/13/2019	06/10/2019	43.75
							164.35
001-240.000-731.300 Ammo-Badge							
	WAL-MART COMMUNITY	7602	RIFLE AMMO	0	04/25/2019	06/10/2019	197.57
							197.57
001-240.000-731.407 Youth Activiti							
	US BANK CORPORATE PAYM	4IMPRINT	CONVENTION BAGS	0	05/07/2019	06/10/2019	221.74
							221.74
001-240.000-731.650 Uniform Allov							
	JACK'S UNIFORMS & EQUIPI	81086C	HAT / 2 JACKETS	0	05/15/2019	06/10/2019	282.84
							282.84
001-240.000-731.700 Wearing App							
	JACK'S UNIFORMS & EQUIPI	81730A	HAT & HAT BAND	0	05/17/2019	06/10/2019	47.89
	US BANK CORPORATE PAYM	AMAZON	BADGE HOLDERS	0	05/07/2019	06/10/2019	79.98
	WAL-MART COMMUNITY	174	CAR CLEAN PROD/OFFICE SU	0	04/24/2019	06/10/2019	4.00
							131.87
001-240.000-737.200 Building Mair							
	ARAMARK UNIFORM SERVIC	1901465812	TOWELS / MATS / DUST MOPS	0	05/28/2019	06/10/2019	144.49
							144.49
001-240.000-738.055 Field Equipm							
	S.O.S. PORTABLE TOILET IN	41001	PORTABLE TOILET RENTAL - A	0	05/09/2019	06/10/2019	50.00
	US BANK CORPORATE PAYM	SIRCHIE	FINGER PRINTING SUPPLIES	0	05/06/2019	06/10/2019	227.71
	US BANK CORPORATE PAYM	LASER LABS	INSPECTOR II	0	05/10/2019	06/10/2019	149.00
	WAL-MART COMMUNITY	09857	FOOD / CUTLERY/BATTERIES/	0	05/13/2019	06/10/2019	20.52
	WAL-MART COMMUNITY	00615	BUCKETS/GUN CLEAN PATCHI	0	05/15/2019	06/10/2019	19.70
	WAL-MART COMMUNITY	00615	BUCKETS/GUN CLEAN PATCHI	0	05/15/2019	06/10/2019	62.08
	WAL-MART COMMUNITY	4197	MERCHANDISE EXCHANGE	0	05/16/2019	06/10/2019	-23.64
	WAL-MART COMMUNITY	174	CAR CLEAN PROD/OFFICE SU	0	04/24/2019	06/10/2019	-1.00
	WAL-MART COMMUNITY	174	CAR CLEAN PROD/OFFICE SU	0	04/24/2019	06/10/2019	79.54
							583.91

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
001-240.000-743.700 Tools & Misc							
	WINDHAM WEAPONRY	INV00000000114197	8 RIFLES - 11.5 SHAVED FRON	0	05/06/2019	06/10/2019	6,480.00
							6,480.00
					Total Dept. Police:		**23,915.46**
Dept: 330.000 EPA mandates							
001-330.000-729.410 EPA Consult							
	ARCADIS US, INC.	0975169	S. LANDFILL PROFSERV 2/25-4	0	05/22/2019	06/10/2019	393.64
							393.64
001-330.000-729.418 Well D/O & M							
	HERITAGE BANK - AURORA	CITY SHARE	CONTRIBUTION N. LF WELL D	0	05/24/2019	06/10/2019	2,000.00
							2,000.00
					Total Dept. EPA mandates:		**2,393.64**
Dept: 330.200 Storm Water Manag							
001-330.200-721.050 Postage							
	4IMPRINT INC	PROFORMA 17907649	SPORT FLYER / SHIPPING	0	05/09/2019	06/10/2019	415.29
							415.29
001-330.200-723.050 Advertising							
	US BANK CORPORATE PAYM	FACEBOOK	FLY THE FORD EVENT	0	05/14/2019	06/10/2019	0.08
							0.08
001-330.200-730.050 Office Suppli							
	EAKES OFFICE SOLUTIONS	7782863-0	SUPPLIES	0	05/14/2019	06/10/2019	72.78
							72.78
001-330.200-738.055 Field Equipm							
	4IMPRINT INC	PROFORMA 17907649	SPORT FLYER / SHIPPING	0	05/09/2019	06/10/2019	3,349.59
							3,349.59
					Total Dept. Storm Water Management:		**3,837.74**
Dept: 620.000 Airport							
001-620.000-727.200 R & M Buildir							
	EGAN SUPPLY COMPANY	300743A	LF BLDG SUPPLIES	0	05/23/2019	06/10/2019	54.36
	MENARDS - HASTINGS	78447	LITTER BAGS / HOSE MENDEF	0	05/13/2019	06/10/2019	25.98
							80.34
001-620.000-737.705 Shop Supplie							
	ARAMARK UNIFORM SERVIC	1901448116	4X6 MATS/COVERALLS - TERM	0	05/13/2019	06/10/2019	27.55
	ARAMARK UNIFORM SERVIC	1901463866	4X6 MATS/COVERALLS - TERM	0	05/27/2019	06/10/2019	27.55
							55.10
					Total Dept. Airport:		**135.44**
					tal Fund GENERAL FUND:		**79,420.94**
Fund: 090 I.T. FUND							
Dept: 000.000							
090-000.000-729.150 Other Operat							
	DELL MARKETING L.P.	10309924015	1 PORT PCI PARA ADAPTER C/	0	04/15/2019	06/10/2019	12.99
	DELL MARKETING L.P.	10309924015	1 PORT PCI PARA ADAPTER C/	0	04/15/2019	06/10/2019	552.10
	DELL MARKETING L.P.	10309924015	1 PORT PCI PARA ADAPTER C/	0	04/15/2019	06/10/2019	51.58
	US BANK CORPORATE PAYM	WALMART	CABLES (NO RECEIPT)	0	03/28/2019	06/10/2019	43.77
	US BANK CORPORATE PAYM	WALMART	EXTERNAL HARD DRIVE	0	04/03/2019	06/10/2019	127.33
	US BANK CORPORATE PAYM	AMAZON	WIRELESS WIFI PCLE CARD	0	04/19/2019	06/10/2019	34.99
	US BANK CORPORATE PAYM	AMAZON	CABLE MATTERS DISPLAY PO	0	04/26/2019	06/10/2019	55.96
	US BANK CORPORATE PAYM	AMAZON	SAMSUNG 860 EVO INTERNAL	0	04/29/2019	06/10/2019	269.96
	US BANK CORPORATE PAYM	AMAZON	SERVER ADAPTER NEWTWOF	0	05/06/2019	06/10/2019	161.48

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
							1,310.16
090-000.000-737.215 Computer Sc							
	GOVERLAN, INC	GOVERLAN-06792	SUPPORT CONTRACT EXTENS	0	05/22/2019	06/10/2019	330.00
	US BANK CORPORATE PAYM	GOOGLE	GOOGLE CLOUD	0	04/30/2019	06/10/2019	59.66
	US BANK CORPORATE PAYM	MICROSOFT	MICROSOFT	0	05/06/2019	06/10/2019	302.64
							692.30
090-000.000-737.216 Computer Sc							
	GOVERLAN, INC	GOVERLAN-06792	SUPPORT CONTRACT EXTENS	0	05/22/2019	06/10/2019	330.00
	US BANK CORPORATE PAYM	MICROSOFT	MICROSOFT	0	05/06/2019	06/10/2019	973.00
							1,303.00
090-000.000-743.551 Computer Eq							
	US BANK CORPORATE PAYM	AMAZON	NEW GENUINE DELL LATITUDE	0	04/29/2019	06/10/2019	65.99
							65.99
					Total Dept. 000000:		**3,371.45**
					Total Fund I.T. FUND:		**3,371.45**
Fund: 111 1999 BUSINESS IMPRC							
Dept: 000.000							
111-000.000-720.300 Professional							
	R A C INVESTMENTS	JUNE 2019	JUNE DIRECTOR SALARY	0	06/01/2019	06/10/2019	1,750.00
							1,750.00
111-000.000-728.100 Rent							
	COMMUNITY REDEVELOPMI	JUNE 2019	JUNE RENT	0	06/01/2019	06/10/2019	258.33
							258.33
					Total Dept. 000000:		**2,008.33**
					ESS IMPROVEMENT DIST:		**2,008.33**
Fund: 130 LIBRARY GRANT FUNI							
Dept: 000.000							
130-000.000-720.357 Library Progr							
	ORIENTAL TRADING COMPA	696269659-01	SRP SUPPLIES LESS COUPON	0	05/09/2019	06/10/2019	6.98
	RUSS'S MARKET	3821	PROGRAM SUPPLIES	0	05/23/2019	06/10/2019	24.85
	US BANK CORPORATE PAYM	AMAZON	SRP SUPPLIES	0	05/22/2019	06/10/2019	10.99
	US BANK CORPORATE PAYM	AMAZON	SRP SUPPLIES	0	05/21/2019	06/10/2019	17.91
	US BANK CORPORATE PAYM	AMAZON	SRP SUPPLIES	0	05/15/2019	06/10/2019	2.99
	US BANK CORPORATE PAYM	AMAZON	SRP SUPPLIES	0	05/14/2019	06/10/2019	5.91
	US BANK CORPORATE PAYM	AMAZON	SRP SUPPLIES	0	05/11/2019	06/10/2019	100.97
	US BANK CORPORATE PAYM	AMAZON	CANDLE WAX FOR TEEN PRO	0	05/11/2019	06/10/2019	9.95
	US BANK CORPORATE PAYM	AMAZON	SRP SUPPLIES	0	05/09/2019	06/10/2019	165.45
							346.00
130-000.000-727.225 Grant Expens							
	US BANK CORPORATE PAYM	PAYPAL	SYMPATHY FLOWER - LENTZ (	0	05/20/2019	06/10/2019	58.80
							58.80
					Total Dept. 000000:		**404.80**
					d LIBRARY GRANT FUND:		**404.80**
Fund: 133 PARKS GRANT FUND							
Dept: 130.000 Parks							
133-130.000-741.209 Infrastructure							
	KULLY PIPE & STEEL SUPPL	710768	LIBS DISC GOLF COURSE SUF	0	05/07/2019	06/10/2019	116.00
	US BANK CORPORATE PAYM	HISTORICAL SOCIETY	BRICKYARD PARK MARKER	0	05/24/2019	06/10/2019	6,000.00

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
							6,116.00
						Total Dept. Parks:	**6,116.00**
						ınd PARKS GRANT FUND:	**6,116.00**
Fund: 136 PARKS/REC SALES TA							
Dept: 000.000							
136-000.000-742.300 Construction							
	OLSSON	328481	DESIGN - BRICKYARD AMPITH	0	05/16/2019	06/10/2019	8,970.00
							8,970.00
						Total Dept. 000000:	**8,970.00**
						:S/REC SALES TAX FUND:	**8,970.00**
Fund: 140 AQUATICS CENTER FU							
Dept: 000.000							
140-000.000-743.700 Tools & Misc							
	J E O CONSULTING GROUP,	109756	AQUACOURT PLAY STRUCTUF	0	05/16/2019	06/10/2019	890.00
							890.00
						Total Dept. 000000:	**890.00**
						ıQUATICS CENTER FUND:	**890.00**
Fund: 147 CANDO FUND							
Dept: 000.000							
147-000.000-729.600 CANDO Proj							
	CANDO BUY MONEY ACCT	BUY MONEY	CONFIDENTIAL FUNDS (BUY M	0	05/15/2019	06/10/2019	4,000.00
							4,000.00
						Total Dept. 000000:	**4,000.00**
						Total Fund CANDO FUND:	**4,000.00**
Fund: 170 MUSEUM FUND							
Dept: 170.100 Museum administra							
170-170.100-720.350 Training & Co							
	GOSSER/CURTIS//	REMIBURSEMENT	MILEAGE TO NACT -BROCHUF	0	05/15/2019	06/10/2019	106.14
							106.14
170-170.100-723.050 Advertising							
	AMAZON CAPITAL SERVICES	1LTG-VL33-P4PC	INK CARTRIDGES	0	05/14/2019	06/10/2019	230.31
	BH MEDIA GROUP INC	ACT: 10906939	ONE YEAR SUBSCR THRU 6/2(	0	05/09/2019	06/10/2019	280.75
	HASTINGS SODBUSTERS	1129	CORPORATE SPONSOR - MUS	0	02/12/2019	06/10/2019	600.00
	PLATTE RIVER RADIO INC	44601	100 ADS FOR PENGUINS FILM	0	05/03/2019	06/10/2019	700.00
	PUFFERFISH STUDIOS	HSMU-244	DEPOSIT - WEBSITE DESIGN&	0	05/23/2019	06/10/2019	3,075.00
	RURAL RADIO NETWORK	CC-11905245787	PACKAGE BILLING - MAY ADVE	0	05/12/2019	06/10/2019	540.00
	US BANK CORPORATE PAYM	KNOWN HOST	WEBSITE HOSTING	0	04/25/2019	06/10/2019	336.00
	US BANK CORPORATE PAYM	FACEBOOK	APRIL ADS	0	04/30/2019	06/10/2019	224.81
	US BANK CORPORATE PAYM	SMARTPRESS	RACK CARDS	0	05/01/2019	06/10/2019	9.61
	US BANK CORPORATE PAYM	ADOBE CREATIVE	MONTHLY FEE	0	05/17/2019	06/10/2019	32.09
							6,028.57
170-170.100-724.050 Printing							
	CORNHUSKER PRESS	P188707	15,000 LIFE UP CLOSE BROCH	0	05/13/2019	06/10/2019	2,624.46
	EAKES OFFICE SOLUTIONS	INV134505	CONTRACT BILLING - METER I	0	05/20/2019	06/10/2019	262.35
							2,886.81
170-170.100-727.200 R & M Buildir							
	ENGINEERED CONTROLS, IN	167030	SERVICE CALL - CONDENSER	0	05/23/2019	06/10/2019	135.00

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
	GRACE'S LOCKSMITH SERV	61264	REPAIR LOCK & REINSTALL-M	0	05/09/2019	06/10/2019	75.00
	NE DEPT.OF LABOR-BOILER	113626 - IMAX	BOILER INSPECTION - MUSUE	0	05/21/2019	06/10/2019	90.00
	PROTEX CENTRAL, INC.	105398	FIRE DOOR HOLDER - EQUIP8	0	04/30/2019	06/10/2019	1,223.44
							1,523.44
170-170.100-728.150	Film Royalty						
	NEON RATED LLC	FILM: APOLLO 11	TERMS: NET $928 V 45%	0	05/13/2019	06/10/2019	-250.00
	NEON RATED LLC	FILM: APOLLO 11	TERMS: NET $928 V 45%	0	05/13/2019	06/10/2019	417.60
	WALT DISNEY STUDIO MOTI	FILM: DUMBO	FILM TERMS: 1210 NET V 55%	0	05/23/2019	06/10/2019	-200.00
	WALT DISNEY STUDIO MOTI	FILM: DUMBO	FILM TERMS: 1210 NET V 55%	0	05/23/2019	06/10/2019	665.50
							633.10
170-170.100-729.050	Dues & Subs						
	US BANK CORPORATE PAYM	NACT	NETA MEMBERSHIP	0	05/15/2019	06/10/2019	60.00
							60.00
170-170.100-730.100	Books & Map						
	AMAZON CAPITAL SERVICES	1MLR-N4R7-6NKL	MANUALS / MANDALA CRAFT (	0	05/15/2019	06/10/2019	54.77
							54.77
170-170.100-731.205	Concessions						
	ALLEN'S OF HASTINGS, INC.	TRX: 104	VS: CONCESSIONS	0	05/13/2019	06/10/2019	15.44
	PEPSI-COLA BOTTLING CO.	6100011305	CONCESSIONS	0	05/14/2019	06/10/2019	131.25
	PEPSI-COLA BOTTLING CO.	6100011775	CONCESSIONS	0	05/21/2019	06/10/2019	295.70
	PRIMA DISTRIBUTION, INC.	111804	CONCESSIONS FOR RESALE -	0	05/07/2019	06/10/2019	595.58
	WAL-MART COMMUNITY	1869	SAM'S CLUB - CONCESSIONS	0	04/22/2019	06/10/2019	75.60
							1,113.57
170-170.100-731.408	Educational E						
	ALLEN'S OF HASTINGS, INC.	TRX: 77	EDU: SNACK PACKS/GUMMY V	0	05/11/2019	06/10/2019	3.93
							3.93
170-170.100-737.100	Landscaping						
	BIG G COMMERCIAL ACCOU	626880/1	3 GAL WHITE PAINT - FOUNTAI	0	05/23/2019	06/10/2019	149.97
	MENARDS - HASTINGS	78747	MISC PARTS / SUPPLIES	0	05/17/2019	06/10/2019	-5.00
	MENARDS - HASTINGS	78747	MISC PARTS / SUPPLIES	0	05/17/2019	06/10/2019	14.49
							159.46
170-170.100-737.200	Building Mair						
	MENARDS - HASTINGS	78747	MISC PARTS / SUPPLIES	0	05/17/2019	06/10/2019	-5.15
	MENARDS - HASTINGS	78747	MISC PARTS / SUPPLIES	0	05/17/2019	06/10/2019	20.98
	MENARDS - HASTINGS	78867	LOCTITE FOAM / WIREGUARD	0	05/20/2019	06/10/2019	5.88
							21.71
170-170.100-737.205	Electrical Sup						
	MENARDS - HASTINGS	78747	MISC PARTS / SUPPLIES	0	05/17/2019	06/10/2019	-18.36
	MENARDS - HASTINGS	78747	MISC PARTS / SUPPLIES	0	05/17/2019	06/10/2019	48.92
	MENARDS - HASTINGS	78867	LOCTITE FOAM / WIREGUARD	0	05/20/2019	06/10/2019	6.95
							37.51
170-170.100-737.210	Exhibit Suppl						
	AMAZON CAPITAL SERVICES	1MLR-N4R7-6NKL	MANUALS / MANDALA CRAFT (	0	05/15/2019	06/10/2019	12.49
	EAKES OFFICE SOLUTIONS	7783246-2	INK CARTRIDGES - LRG FORM	0	05/15/2019	06/10/2019	88.34
	EAKES OFFICE SOLUTIONS	7783246-1	INK CARTRIDGES - LRG FORM	0	05/14/2019	06/10/2019	795.06
	US BANK CORPORATE PAYM	ACORN NATURALISTS	HUMMINGBIRD SKULL REPLIC	0	04/26/2019	06/10/2019	75.00
	US BANK CORPORATE PAYM	FABRIC WAREHOUSE	FABRIC SWATCHES	0	05/17/2019	06/10/2019	10.93
							981.82
170-170.100-737.212	Event Expen						
	US BANK CORPORATE PAYM	WINESTYLES	LIQUOR FOR SANDY DENNIS F	0	04/24/2019	06/10/2019	38.52
							38.52
			Total Dept. Museum administration:				**13,649.35**

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
				otal Fund MUSEUM FUND:			13,649.35
Fund: 171 MUSEUM SALES TAX I							
Dept: 000.000							
171-000.000-742.300 Construction							
	GAYLORD BROS.	2601740	CLAMSHELL DOME LID ARCHI'	0	05/24/2019	06/10/2019	238.88
							238.88
				Total Dept. 000000:			238.88
				JSEUM SALES TAX FUND:			238.88
Fund: 180 STREET FUND							
Dept: 000.000							
180-000.000-720.300 Professional							
	OLSSON	326450	OSBORNE ST BRIDGE ASSES:	0	04/18/2019	06/10/2019	3,900.00
	OLSSON	328469	OSBORNE ST BRIDGE ASSES:	0	05/16/2019	06/10/2019	10,140.00
							14,040.00
180-000.000-726.200 Telephone							
	VIAERO WIRELESS	ACT: 14809	PARKS CELL 5/21 - 6/20 0228	0	07/09/2019	06/10/2019	2.88
							2.88
180-000.000-727.200 R & M Buildir							
	DUTTON-LAINSON CO.	800083-1	LAMP&PARTS - OUTSIDE BLD	0	05/06/2019	06/10/2019	81.66
							81.66
180-000.000-727.500 R & M Heavy							
	AUTO VALUE-HASTINGS	70NV016376	SPARK PLUGS #918	0	05/09/2019	06/10/2019	10.35
	AUTO VALUE-HASTINGS	70NV016799	134A FREON #65	0	05/17/2019	06/10/2019	98.16
	CENTRAL NE BOBCAT	115130	OIL FILTER #28	0	05/21/2019	06/10/2019	19.79
	GARRETT TIRES AND TREAI	20005623	FLAT REPAIR #65	0	05/17/2019	06/10/2019	40.95
	GARRETT TIRES AND TREAI	20005705	NEW FRONT TIRE #29	0	05/22/2019	06/10/2019	193.90
	N A P A AUTO PARTS	868974	EXPANSION VALVE #35	0	05/14/2019	06/10/2019	28.88
	N A P A AUTO PARTS	868935	MUFFLER #63	0	05/14/2019	06/10/2019	52.18
	N A P A AUTO PARTS	869245	OIL FILTERS	0	05/15/2019	06/10/2019	27.14
	N A P A AUTO PARTS	869924	AC O RINGS #65	0	05/17/2019	06/10/2019	23.26
	NE ENVIRONMENTAL PRODI	P04258	BEARINGS & SEALS #35	0	05/16/2019	06/10/2019	513.88
	PAVELKA TRUCK & TRAILER	29678	FUEL TANK / FILTER / BELT #53	0	05/21/2019	06/10/2019	1,344.52
	TITAN MACHINERY INC - HA:	12407463GP	AC VALVE #65	0	05/17/2019	06/10/2019	53.00
							2,406.01
180-000.000-727.800 R & M Vehicl							
	AUTO VALUE-HASTINGS	70NV016514	BELT/PULLEY/TENIONER #446	0	05/13/2019	06/10/2019	119.11
	FRIESEN CHEVROLET, INC.	596154	FUSE BLOCK #13	0	05/09/2019	06/10/2019	164.68
	N A P A AUTO PARTS	867885	TIE DOWN STRAPS #67	0	05/09/2019	06/10/2019	13.95
	N A P A AUTO PARTS	868651	WIPER BLADES #446	0	05/13/2019	06/10/2019	10.60
	N A P A AUTO PARTS	869244	OIL FILTER	0	05/15/2019	06/10/2019	9.94
							318.28
180-000.000-729.050 Dues & Subs							
	NE DEPT.OF HEALTH-RADIO	14-06-01	INDUSTRIAL GAUGE LICENSE	0	05/01/2019	06/10/2019	1,500.00
							1,500.00
180-000.000-730.050 Office Suppli							
	EAKES OFFICE SOLUTIONS	778891-0	TAPE LETTERING FOR LABEL	0	05/06/2019	06/10/2019	33.98
							33.98
180-000.000-731.050 Asphalt & Ce							
	GERHOLD CONCRETE COM	36008	12TH & BURLINGTON	0	05/03/2019	06/10/2019	1,674.75
	KULLY PIPE & STEEL SUPPL	711236	CUTOFF WHEEL	0	05/15/2019	06/10/2019	17.40

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
	VONTZ PAVING, INC.	10460-1680	19.77 TONS ASPHALT	0	04/23/2019	06/10/2019	1,383.90
	VONTZ PAVING, INC.	10460-1687	25.05 TONS ASPHALT	0	04/30/2019	06/10/2019	1,753.50
	VONTZ PAVING, INC.	10460-1700	35.94 TONS ASPHALT	0	05/10/2019	06/10/2019	4,915.80
							9,745.35
180-000.000-731.250	Fuel & Oil						
	AUTO VALUE-HASTINGS	70NV016165	2 CYC OIL	0	05/07/2019	06/10/2019	90.72
	NUTRIEN AG SOLUTIONS IN(	38933046	43 GAL PROPANE	0	05/17/2019	06/10/2019	51.60
	SAPP BROS PETROLEUM IN	327947	2000 GAL UNLEADED	0	05/21/2019	06/10/2019	5,000.00
	THOMSEN OIL CO.	265433	603.2 GAL DIESEL	0	05/09/2019	06/10/2019	1,411.49
	THOMSEN OIL CO.	265457	879.2 GAL DIESEL	0	05/17/2019	06/10/2019	2,057.33
							8,611.14
180-000.000-731.550	Sand & Grav						
	NE SALT AND GRAIN CO.	51783	27.46 TONS SALT	0	05/09/2019	06/10/2019	1,510.30
							1,510.30
180-000.000-731.700	Wearing App						
	BIG G COMMERCIAL ACCOU	625691/1	KNEEPADS/ AIRFLOW GEL/OV	0	05/07/2019	06/10/2019	70.44
	NE EYE CARE	ANDY BRITTAIN	ANDY BRITTAIN EYE GLASSES	0	04/09/2019	06/10/2019	278.00
							348.44
180-000.000-737.705	Shop Supplie						
	N A P A AUTO PARTS	869683	BATTERIES	0	05/16/2019	06/10/2019	6.11
	O'REILLY AUTO PARTS	0764-260023	HAND CLEANER	0	05/09/2019	06/10/2019	11.99
							18.10
					Total Dept. 000000:		**38,616.14**
				Total Fund STREET FUND:			**38,616.14**
Fund: 366 BAN/STREET CONSTR							
Dept: 000.000							
366-000.000-742.527	2017-4 Shad						
	NORTHINGTON/MARIA//	REIMBURSEMENT	SID 2017-4 - 33RD & WENDELL	0	05/03/2019	06/10/2019	504.20
	SUNSET LAWNS & LANDSCA	29729	SID 2017-4 - 33RD ST & WENDI	0	05/17/2019	06/10/2019	603.36
							1,107.56
					Total Dept. 000000:		**1,107.56**
				T CONSTRUCTION FUND:			**1,107.56**
Fund: 610 LANDFILL FUND							
Dept: 000.000							
610-000.000-720.300	Professional						
	OLSSON	328099	LF FACILITY AIR QUALITY REP	0	05/14/2019	06/10/2019	675.65
							675.65
610-000.000-726.100	Natural Gas						
	BLACK HILLS ENERGY	ACT: 8770466950	GAS SERVICE 4/25 - 5/28	0	05/29/2019	06/10/2019	99.00
							99.00
610-000.000-727.500	R & M Heavy						
	KRIEGER ELECTRIC CO.	45735	PHASE 5 REPLACE LEACHATE	0	05/14/2019	06/10/2019	847.25
	KRIEGER ELECTRIC CO.	45736	PHASE 5 LEACHATE PUMP GF	0	05/14/2019	06/10/2019	416.56
	N A P A AUTO PARTS	869367	826K - #110 BUSHING & G FITT	0	05/15/2019	06/10/2019	8.64
	N A P A AUTO PARTS	869967	826K - #110 4 GREASE LINE FI	0	05/17/2019	06/10/2019	22.76
	NE MACHINERY CO.	CUI656253	D7R A/C MOTOR	0	05/16/2019	06/10/2019	428.44
	NE MACHINERY CO.	INV314434	D7R - PM 4 (2M HR SERVICE)	0	05/09/2019	06/10/2019	2,723.52
							4,447.17
610-000.000-727.600	R & M Office						
	HOMETOWN LEASING	22793381	PAYMENT #33 - 38 / APR - SEP	0	04/01/2019	06/10/2019	1,049.94

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
							1,049.94
610-000.000-731.250 Fuel & Oil							
	SAPP BROS PETROLEUM IN	327944	140GAL UNLEADED @ 2.50/GA	0	05/20/2019	06/10/2019	350.00
	THOMSEN OIL CO.	265439	399.9 GAL #2 DIESEL	0	05/13/2019	06/10/2019	935.77
	THOMSEN OIL CO.	265464	1042.2 GAL #2 DIESEL	0	05/20/2019	06/10/2019	2,438.75
							3,724.52
610-000.000-731.700 Wearing App							
	ARAMARK UNIFORM SERVIC	1901448115	MATS/COVERALLS - LANDFILL	0	05/13/2019	06/10/2019	31.03
	ARAMARK UNIFORM SERVIC	1901456077	MATS/COVERALLS - LANDFILL	0	05/20/2019	06/10/2019	31.03
	ARAMARK UNIFORM SERVIC	1901463865	MATS/COVERALLS - LANDFILL	0	05/27/2019	06/10/2019	31.03
							93.09
610-000.000-737.200 Building Mair							
	EGAN SUPPLY COMPANY	300743A	LF BLDG SUPPLIES	0	05/23/2019	06/10/2019	346.32
	MENARDS - HASTINGS	78447	LITTER BAGS / HOSE MENDEF	0	05/13/2019	06/10/2019	77.94
							424.26
610-000.000-737.705 Shop Supplie							
	MENARDS - HASTINGS	78447	LITTER BAGS / HOSE MENDEF	0	05/13/2019	06/10/2019	11.96
	N A P A AUTO PARTS	869841	FUSE ASSORTMENT - SHOP S	0	05/17/2019	06/10/2019	15.68
							27.64
						Total Dept. 000000:	**10,541.27**
						tal Fund LANDFILL FUND:	**10,541.27**
Fund: 710 SELF INSURED HEALT							
Dept: 000.000							
710-000.000-720.480 Health Benef							
	AMERITAS LIFE INSURANCE	010-33752-00001	DIV 1 (NONUT) VISION INS 06/	0	06/01/2019	06/10/2019	1,699.52
	AMERITAS LIFE INSURANCE	010-33752-00002	DIV 2 (UTIL) VISION INS 06/19	0	06/01/2019	06/10/2019	1,180.12
	MUTUAL OF OMAHA	000941431504	DIV 1 (NONUT) LIFE/ADD/VOL I	0	06/01/2019	06/10/2019	3,161.66
	MUTUAL OF OMAHA	000941431505	DIV 2 (UT) LIFE/ADD/VOL LIFE	0	06/01/2019	06/10/2019	4,635.11
	MUTUAL OF OMAHA	000941431505	DIV 2 (UT) LIFE/ADD/VOL LIFE	0	06/01/2019	06/10/2019	2,945.63
							13,622.04
						Total Dept. 000000:	**13,622.04**
						INSURED HEALTH FUND:	**13,622.04**
						Grand Total:	**182,956.76**

Distribution Register by Check

HASTINGS UTILITIES

From Check No.: 40709 To Check No.: 40845

Printed: 6/3/2019 8:43

From Check Date: 05/28/2019 - To Check Date: 06/03/2019

Check No	Supplier	Supplier Name	Invoice Number	Invoice Description	Invoice Amt	Charge Code	GL Amount
40709	13075	CHARTER COMMUNICATIONS	0354001051719	PHONE & INTERNET	1,246.35	1 69180	90.00
						1 69190	410.00
						1 69210	746.35
					1,246.35		1,246.35
40710	77050	VERIZON WIRELESS	9829942303	MACHINE TO MACHINE SHARING	85.06	1 69180	57.54
						2 25700	27.52
					85.06		85.06
40711	01130	ABB POWER PROTECTION LLC	421701	MODULES	641.31	2 25110	641.31
40712	03225	ALLIED ELECTRONICS, INC.	9011053307	OUTDOOR ENCLOSURE	39.95	2 24162	39.95
40713	06175	ARAMARK	1901446590	RUGS & LAUNDRY SERVICE	16.16	1 45450	16.16
			1901454540	RUGS & LAUNDRY SERVICE	18.00	1 45450	18.00
			1901456082	RUGS & LAUNDRY SERVICE	84.96	1 69330	75.65
						2 25060	9.31
			1901456083	RUGS & LAUNDRY SERVICE	17.42	1 61630	17.42
			1901457756	RUGS & LAUNDRY SERVICE	47.95	2 25065	47.95
			1901463873	RUGS & LAUNDRY SERVICE	88.54	1 69330	79.23
						2 25060	9.31
			1901463874	RUGS & LAUNDRY SERVICE	17.55	1 61630	17.55
			1901465551	RUGS & LAUNDRY SERVICE	51.33	2 25065	51.33
					341.91		341.91
40714	06322	ARVOS LJUNGSTROM LLC	36750	INSPECT AIR HEATER	4,635.95	2 25125	1,500.00
						2 25125	3,135.95
					4,635.95		4,635.95
40715	07180	B N S F RAILWAY COMPANY	40153173 051519	LEASE	830.55	2 25930	830.55
40716	07425	BAMFORD, INC.	18382	REPAIR FIRE SPRINKLERS	855.00	1 61630	855.00
40717	08925	BIG G	626822/1	DAWN, CUTOFF & GRINDING WHEE	24.00	1 61630	9.76
						2 25820	14.24
					24.00		24.00
40718	09705	BRANDSAFWAY SOLUTIONS, LLC	731-R003532	SCAFFOLDING	966.97	2 25125	966.97
			731-R003533	SCAFFOLDING	502.98	2 25125	502.98
			731-R003534	SCAFFOLDING	1,294.49	2 25125	1,294.49
			731-R003535	SCAFFOLDING	505.81	2 25125	505.81
			731-R003536	SCAFFOLDING	885.15	2 25125	885.15
			731-R003537	SCAFFOLDING	885.15	2 25125	885.15
			731-R003595	SCAFFOLDING	722.68	2 25115	722.68
			731-R003596	SCAFFOLDING	608.98	2 25125	608.98
			731-R003597	SCAFFOLDING	883.14	2 25125	883.14
			731-R003599	SCAFFOLDING	1,376.65	2 25135	1,376.65
			731-R003600	SCAFFOLDING	501.00	2 25135	501.00
					9,133.00		9,133.00
40719	10525	BUSINESS WORLD PRODUCTS	645686	FILE FOLDERS	82.40	1 69210	82.40
40720	10775	C D W GOVERNMENT, INC.	RSP0679	PANEL RACKMOUNT	48.59	2 25060	48.59
			RSS9269	OPEN FRAME RACK	162.12	2 25060	162.12
			SGX4203	SURFACE PROS	2,145.00	1 69190	1,072.50
						2 29195	1,072.50
			SHB1944	SURFACE PRO COVERS	204.08	1 69190	102.04
						2 29195	102.04
			SHF8776	REPLACE BAD SWITCH	1,228.32	1 69330	1,228.32
					3,788.11		3,788.11
40721	13225	CHEMTREAT, INC	2794085	ANTI-SCALE	28,504.90	2 25055	1,500.00
						2 25055	27,004.90
					28,504.90		28,504.90
40722	13375	CHIEF CONSTRUCTION	7002584	REPAIR ROOF LEAKS	1,520.00	1 61630	1,520.00
40723	13610	CINTAS CORPORATION	449747953	UNIFORM SERVICE	211.22	1 49270	11.72
						1 69270	4.63
						2 29270	194.87
			449747957	UNIFORM SERVICE	154.47	2 79275	154.47
			449749064	UNIFORM SERVICE	211.22	1 49270	11.72
						1 69270	4.63

Distribution Register by Check

HASTINGS UTILITIES

From Check No.: 40709 To Check No.: 40845

Printed: 6/3/2019 8:43

From Check Date: 05/28/2019 - To Check Date: 06/03/2019

Check No	Supplier	Supplier Name	Invoice Number	Invoice Description	Invoice Amt	Charge Code	GL Amount
						2 29270	194.87
			449749068	UNIFORM SERVICE	152.65	2 79275	152.65
					729.56		729.56
40724	14075	CLYDE BERGEMANN INC.	IA111337-19	ROLLERS	862.04	2 25125	862.04
40725	16130	CONTROL EQUIPMENT SALES, INC	91279693	H5 SLEEVES	5,171.60	1 15673	1,500.00
						1 15673	3,671.60
					5,171.60		5,171.60
40726	16875	CORNHUSKER PRESS	P188597	WATER QUALITY BROCHURES	1,009.24	1 69060	1,009.24
40727	17275	JOHN CRANE INC	19/I004406	PACKAGING	459.83	2 75125	459.83
40728	18075	D B I INC.	INV32089	XRAY BOILER TUBES	1,381.00	2 25125	1,381.00
40729	19755	DeWINE MECHANICAL INC	2019222	UNIT #1 REPAIRS	26,650.00	2 25124	11,000.00
						2 25125	1,500.00
						2 25125	14,150.00
					26,650.00		26,650.00
40730	20650	DOWNEY DRILLING, INC	WA-353-1	ASR WELL 30	109,611.00	1 30353	109,611.00
			WA-353-2	ASR WELL 30	57,090.60	1 30353	57,090.60
					166,701.60		166,701.60
40731	20725	DRACO MECHANICAL SUPPLY INC	459291-002	GARLOCK PACKING	803.07	2 75125	803.07
40732	21375	DUTTON-LAINSON COMPANY	800910-1	BOLT CONNECTORS	224.28	2 21561	224.28
			800940-1	BACKFLOW PREVENTORS	1,883.20	1 35560	383.20
						1 35560	1,500.00
			S8110-1	PVC COUPLINGS	2,026.28	2 21561	2,026.28
					4,133.76		4,133.76
40733	21975	EAKES OFFICE EQUIPMENT	7674333-0	DESKS, WORKSPACES	3,184.96	2 75115	1,500.00
						2 75115	1,684.96
			7674333-1	MONITOR & CPU HOLDERS	1,553.38	2 75115	53.38
						2 75115	1,500.00
			7777321-0	MONITOR SUPPORT	504.29	2 75065	504.29
			7784025-0	BINDERS	147.85	1 69180	147.85
					5,390.48		5,390.48
40734	22475	ELECTRIC PUMP	0882947-IN	REBUILD PUMP	9,546.70	1 45450	1,500.00
						1 45450	8,046.70
					9,546.70		9,546.70
40735	22550	ELECTRICAL ENGINEERING & EQU	6430816-00	UF CABLE	315.33	1 61561	315.33
			6430816-01	WIRE	2,837.96	1 61561	2,837.96
			6444973-00	ELBOWS	39.24	2 21561	39.24
					3,192.53		3,192.53
40736	24075	EXPERITEC, INC.	CD99061462	RELAY ASSEMBLY	479.53	2 25125	479.53
40737	24225	F C X PERFORMANCE	4378724	REPAIR KIT	486.36	2 25125	486.36
40738	24975	FEDEX	6-561-19556	DELIVERY SERVICE	155.77	2 20679	76.78
						2 89210	78.99
					155.77		155.77
40739	26450	FRED PRYOR SEMINARS	25424990	EXCEL CLASS	79.00	2 29220	79.00
			25424991	EXCEL CLASS	79.00	2 29220	79.00
					158.00		158.00
40740	27226	GENERAL ELECTRIC INTERNATIOI	20177249	SCREWS	493.23	2 25135	493.23
40741	27360	GE POWER SERVICES	95786012	ELECTRODE ANVIL	42.46	2 25124	42.46
			95786127	ANVIL BRACKET	176.00	2 25124	176.00
			95786711	FREIGHT CHARGES	31.65	2 25124	31.65
					250.11		250.11
40742	28500	GENPRO ENERGY SOLUTIONS LL(	19-2319-1	SOLAR FARM CONTRACT	333,200.00	2 20698	333,200.00
			19-2319-2	SOLAR FARM CONTRACT	839,531.25	2 20698	839,531.25
					1,172,731.25		###########
40743	28975	G S I ENGINEERING LLC	67797	CONCRETE TESTING	124.50	2 20679	124.50

Distribution Register by Check

HASTINGS UTILITIES

From Check No.: 40709 To Check No.: 40845

Printed: 6/3/2019 8:43

From Check Date: 05/28/2019 - To Check Date: 06/03/2019

Check No	Supplier	Supplier Name	Invoice Number	Invoice Description	Invoice Amt	Charge Code	GL Amount
40744	29180	GILBARCO INC.	SGI0885876	FUEL SYSTEM SOFTWARE	881.68	1 61630	881.68
40745	30325	GRAYBAR ELECTRIC CO.	9310002661	CUTOUTS	20,737.92	2 21561	20,737.92
40746	30775	GROEBNER	381267	NOSE CONES	199.06	1 15750	199.06
			382170	TOOLS	550.25	1 15750	550.25
					749.31		749.31
40747	30935	GRUMMERT PROFESSIONAL SER\	182	EASEMENT DESCRIPTION	450.00	2 20093	450.00
40748	31475	HACH COMPANY	11460392	LAB SUPPLIES	521.60	1 45431	521.60
40749	32375	HASTINGS, CITY OF	045-263207	ERP SOFTWARE	379.40	1 63980	379.40
			14-06-01 050119	RADIOACTIVE MATERIAL LICENSE	750.00	1 69180	750.00
			9760	STREET REPAIRS	549.10	1 35570	131.60
						1 35570	417.50
					1,678.50		1,678.50
40750	32400	HASTINGS, CITY OF	930388	EMPLOYEE AFLAC DEDUCTIONS M/	6,813.14	1 62414	6,813.14
40751	32425	HASTINGS, CITY OF	060119	COMBINED BOND PAYMENT FUND	150,723.00	1 61322	150,723.00
40752	32525	HASTINGS, CITY OF		IN LIEU OF TAXES	254,256.00	1 14080	27,481.00
						1 34080	27,474.00
						1 44080	21,477.00
						2 24080	177,824.00
					254,256.00		254,256.00
40753	32725	HASTINGS ECONOMIC DEVELOPM		2019 AGREEMENT	10,416.00	1 69230	10,416.00
40754	36225	HYDRAULIC EQUIPMENT SVC., INC	63190FS	TRUCK INSPECTION	710.00	2 21844	710.00
			63191FS	TRUCK INSPECTION	710.00	2 21844	710.00
			63192FS	TRUCK INSPECTION	841.00	2 21844	841.00
			63193FS	TRUCK INSPECTION	870.75	2 21844	870.75
			63195FS	TRUCK INSPECTION	895.75	2 21844	895.75
			63196	MACHINE INSPECTION	856.97	2 25820	41.97
						2 25820	815.00
			63197FS	TRUCK INSPECTION	535.00	1 61845	535.00
			63198FS	TRUCK INSPECTION	710.00	2 21844	710.00
					6,129.47		6,129.47
40755	36675	I B T, INC.	7461138	STEEL ROLLER	1,463.94	2 95126	1,463.94
40756	39480	J-SPOT SERVICES, LLC	19123	LOCATING SERVICES	4,050.00	1 60472	4,050.00
			19131	LOCATING SERVICE	1,875.00	1 60472	1,875.00
					5,925.00		5,925.00
40757	39650	JASPER ENGINEERING & EQUIPME	00244455	GAS SENSORS	3,963.34	1 45462	1,500.00
						1 45462	2,463.34
					3,963.34		3,963.34
40758	39760	JOHN ZINK COMPANY, LLC	1367382	FIBER OPTIC CABLES	4,254.77	2 25125	1,500.00
						2 25125	2,754.77
					4,254.77		4,254.77
40759	40525	K & G PLUMBING	19-764	INSTALL NEW WATER LINE	2,125.00	1 35570	625.00
						1 35570	1,500.00
					2,125.00		2,125.00
40760	41000	KALVODA, ED	052319	BOOT REIMBURSEMENT	67.18	2 79275	67.18
40761	41770	KIRKHAM MICHAEL	86633	PROFESSIONAL SERVICES	2,100.00	1 30360	600.00
						1 30360	1,500.00
			86640	PROFESSIONAL SERVICES	1,400.00	2 20698	1,400.00
			86642	PROFESSIONAL SERVICES	4,200.00	1 30360	1,500.00
						1 30360	2,700.00
					7,700.00		7,700.00
40762	41775	KIRSCHNER, NORMAN	052119	BOOT REIMBURSEMENT	63.94	2 29270	63.94
40763	41930	KLOEPPER, JASON	051619	BOOT REIMBURSEMENT	80.61	2 79275	80.61
40764	42425	KRIZ-DAVIS COMPANY	917308651	FIBERGLASS PEDESTALS	470.80	2 21561	470.80

Distribution Register by Check

HASTINGS UTILITIES

From Check No.: 40709 To Check No.: 40845

Printed: 6/3/2019 8:43

From Check Date: 05/28/2019 - To Check Date: 06/03/2019

Check No	Supplier	Supplier Name	Invoice Number	Invoice Description	Invoice Amt	Charge Code	GL Amount
			917725676	GROUND CLAMPS	818.55	2 21561	818.55
			917725680	COUPLINGS	824.97	2 21561	824.97
			917725684	ELECTRICAL TAPE	1,210.01	2 21561	1,210.01
					3,324.33		3,324.33
40765	42625	KULLY PIPE & STEEL CORP.	711274	TEES, PLUGS	117.43	1 61561	117.43
40766	44325	LINWELD	19725128	OXYGEN	5.49	2 25820	5.49
40767	44350	LINCOLN WINWATER CO.	060091 01	CLAMPS	270.71	1 61561	270.71
40768	45375	M S C INDUSTRIAL SUPPLY CO INC	94165480	TAGS	122.87	2 95065	122.87
40769	45425	MAGNETROL INTERNATIONAL, INC	0868336	FLOAT LEVEL SWITCH	1,110.16	2 25125	1,110.16
40770	46465	MCCREADY, NICK	051319	TRAVEL REIMB-FLEXIBLE GEN SYMI	141.65	2 79225	141.65
40771	51375	MUNICIPAL SUPPLY INC OF NEBR	0726442-IN	HYDRANT PARTS	216.36	1 61561	216.36
			0726443-IN	HYDRANT PARTS	989.58	1 61561	989.58
			0726444-IN	FIRE HYDRANT	1,917.08	1 30373	417.08
						1 30373	1,500.00
			0727688-IN	STOP BOXES	216.50	1 50120	216.50
					3,339.52		3,339.52
40772	51573	MYERS CONSTRUCTION, INC.	WA-349-5	WATER MAIN CONTRACT	9,713.80	1 30349	9,713.80
			WA-355-6	WATER MAIN CONTRACT	23,156.14	1 30355	23,156.14
					32,869.94		32,869.94
40773	51825	N A P A AUTO PARTS	870386	BATTERIES	567.71	1 61843	123.55
						1 61845	207.56
						1 61847	236.60
			870387	MUD FLAPS	24.15	1 61845	24.15
			871463	ANTIFREEZE, OIL & AIR FILTERS	165.90	1 61561	165.90
					757.76		757.76
40774	51980	N M C CAT RENTAL STORE	CUI651875	WACKER ROLLER PARTS	290.55	1 61843	15.15
						1 61843	275.40
					290.55		290.55
40775	52825	NDEQ - FISCAL SERVICES	8416	SRF #C317930 PAYMENT	92,399.40	1 34276	17,003.05
						1 39230	13,602.44
						1 62320	61,793.91
					92,399.40		92,399.40
40776	53925	NEBRASKA EYE CARE	042219	PRESCRIPTION SAFETY GLASSES	227.00	1 69270	227.00
40777	54125	NEBRASKA MACHINERY CO.	CUI649820	FILTERS	88.56	2 95146	88.56
			CUI650468	OIL DRUM	693.65	2 95146	693.65
			INV314080	DOZER REPAIR	558.89	2 95146	558.89
			INV314083	DOZER REPAIR	4,804.03	2 95146	1,500.00
						2 95146	3,304.03
			INV316870	GENERATOR PREVENT MAINTENAN	597.00	1 45460	597.00
			INV316888	REPAIR CATERPILLAR	445.00	1 45461	445.00
					7,187.13		7,187.13
40778	56500	O'HARA PLUMBING CO., INC.	97892	DIRT LEVELING	5,165.00	1 35076	1,500.00
						1 35076	3,665.00
					5,165.00		5,165.00
40779	56600	OLD DOMINION FREIGHT LINE INC	19500696968	FREIGHT CHARGES	195.02	1 45450	195.02
			19500712237	FREIGHT CHARGES	114.43	2 25125	114.43
					309.45		309.45
40780	56625	O'KEEFE ELEVATOR CO., INC.	00491265	ELEVATOR MAINTENANCE	241.44	1 69330	241.44
			00491266	ELEVATOR MAINTENANCE	246.48	2 25110	246.48
			01393675	ELEVATOR REPAIR	343.96	1 69330	343.96
					831.88		831.88
40781	56925	OMAHA VALVE & FITTING CO.	9645	GAUGES	560.25	2 75125	560.25
40782	58590	PEARCE, DAVE	051519	BOOT REIMBURSEMENT	107.00	1 49270	107.00
40783	58612	PEC-KC	190227-700	GASKETS	174.60	2 25125	174.60

Distribution Register by Check

HASTINGS UTILITIES

From Check No.: 40709 To Check No.: 40845

Printed: 6/3/2019 8:43

From Check Date: 05/28/2019 - To Check Date: 06/03/2019

Check No	Supplier	Supplier Name	Invoice Number	Invoice Description	Invoice Amt	Charge Code	GL Amount
40784	58965	PHILIP CARKOSKI CONSTRUCTION	2019-1608	REPLACE DOOR	6,607.50	1 45450	1,500.00
						1 45450	5,107.50
					6,607.50		6,607.50
40785	59475	PLATTE VALLEY COMMUNICATION	32357	REPAIR RADIO	133.75	2 25110	133.75
40786	59925	POSTMASTER	052919	POSTAGE	5,500.00	1 69170	5,500.00
40787	60675	PRESTO-X-COMPANY	2931067	PEST CONTROL SERVICES	266.43	1 15460	28.89
						1 15461	28.89
						1 61630	43.87
						1 69330	131.61
						2 25520	33.17
					266.43		266.43
40788	61325	PROTEX CENTRAL INC	104602	ALARM MONITORING	384.00	1 45460	384.00
			105200	REPAIR FIRE SYSTEM	683.64	2 25145	683.64
					1,067.64		1,067.64
40789	63220	RASMUSSEN AIR AND GAS ENERG	18009	COMPRESSOR REPAIRS	21,824.44	2 25145	1,500.00
						2 25145	20,324.44
					21,824.44		21,824.44
40790	63225	RASMUSSEN MECHANICAL SERVI	SRV063830	SERVICE CALL	1,168.76	1 45452	1,168.76
40791	63263	RAYMOND BARTLETT SNOW LLC	1160348997	INTAKE PIPE, CONVERTER HEAD	60,847.13	2 25125	1,500.00
						2 25125	59,347.13
					60,847.13		60,847.13
40792	63725	RELCO FINANCE, INC.	L110271	LOCOMOTIVE LEASES	4,833.60	2 95015	4,833.60
40793	63775	RELCO LOCOMOTIVES, INC.	M2019042	LOCOMOTIVE MAINTENANCE	3,282.66	2 95015	3,282.66
40794	63875	RESCO	742535-00	GALV POLES	7,543.50	2 21561	7,543.50
40795	63940	RICHWELD FABRICATION	1648	WELD PLATE ON TRANSFORMER	1,050.00	2 25700	1,050.00
			1654	WELD PLATE ON TRANSFORMER	1,050.00	2 25700	1,050.00
			1666	WELD PLATE ON TRANSFORMER	1,050.00	2 25700	1,050.00
					3,150.00		3,150.00
40796	63975	RIEKES EQUIPMENT COMPANY	PSO004081-1	CANTILEVER RACKING	15,106.26	1 63930	1,500.00
						1 63930	13,606.26
			PSO006008-1	STEEL DRUMS	1,813.31	1 61561	1,813.31
					16,919.57		16,919.57
40797	64625	ROTATING EQUIPMENT REPAIR, IN	SI005441	BOILER FEED PUMP REPAIR	24,178.22	2 25125	1,500.00
						2 25125	22,678.22
			SI005442	BOILER FEED PUMP REPAIR	43,866.07	2 25125	1,500.00
						2 25125	14,490.07
						2 25125	27,876.00
					68,044.29		68,044.29
40798	65275	S O S PORTABLE TOILETS, INC.	40909	PORTABLE TOILET RENTAL	101.65	2 95126	101.65
			40910	PORTABLE TOILET RENTAL	454.75	2 25135	454.75
					556.40		556.40
40799	65435	S.T. COTTER TURBINE SERVICES	2019064-1	TURBINE REPAIRS	178,996.40	2 25135	1,500.00
						2 25135	31,140.04
						2 25135	146,356.36
			2019095	TURBINE REPAIRS	223,745.50	2 25135	1,500.00
						2 25135	38,925.50
						2 25135	183,320.00
			2019097	TURBINE REPAIRS	2,900.00	2 25135	1,400.00
						2 25135	1,500.00
					405,641.90		405,641.90
40800	65675	SALVATION ARMY	053119	SHARE SOME WARM COLL APR	376.00	1 62328	376.00
40801	65995	SCALES SALES & SERVICE INC.	15602	REPAIR SCALE	912.77	2 95115	436.77
						2 95115	476.00
					912.77		912.77
40802	66275	SCHIMBERG CO.	2214363-00	GASKETS	212.12	2 25125	212.12

Distribution Register by Check

HASTINGS UTILITIES

From Check No.: 40709 To Check No.: 40845

Printed: 6/3/2019 8:43

From Check Date: 05/28/2019 - To Check Date: 06/03/2019

Check No	Supplier	Supplier Name	Invoice Number	Invoice Description	Invoice Amt	Charge Code	GL Amount
40803	67325	SERVI-TECH, INC.	H-974727	WATER TESTING	129.60	1 35079	129.60
			H-974740	WATER TESTING	6.30	1 35079	6.30
			H-974752	WATER TESTING	87.36	1 35079	87.36
			H-974755	WATER TESTING	90.24	1 35079	90.24
			H-974775	WATER TESTING	90.24	1 35079	90.24
			H-974801	WATER TESTING	11.52	1 35079	11.52
			H-974904	WATER TESTING	199.92	1 35079	199.92
			H-974932	WATER TESTING	569.28	1 35079	569.28
			H-974941	WATER TESTING	495.94	1 35079	495.94
			H-974951	WATER TESTING	90.24	1 35079	90.24
					1,770.64		1,770.64
40804	67500	S G S NORTH AMERICA INC.	14813687	TEST COAL SAMPLES	500.00	2 95015	500.00
40805	68675	SMITH FILTER CORP.	442002	FILTERS	108.63	2 95115	108.63
40806	69975	SPRING RANCH TREE FARM	332625	SPRUCE TREES	1,440.00	1 40325	1,440.00
40807	71029	STROM, BRIAN	050919	TRAVEL REIMBUR-APPA MTG	203.43	1 69060	203.43
40808	73175	TEST AMERICA INC.	1600004341	WATER TESTING	3,465.00	1 35079	1,500.00
						1 35079	1,965.00
					3,465.00		3,465.00
40809	73575	THOMSEN OIL CO	265448	DIESEL FUEL	2,769.68	2 95015	1,269.68
						2 95015	1,500.00
			265465	DIESEL FUEL	4,196.55	2 95015	1,500.00
						2 95015	2,696.55
			265468	DIESEL FUEL	2,671.02	2 95015	1,171.02
						2 95015	1,500.00
			265469	DIESEL FUEL	3,797.69	1 61511	3,797.69
					13,434.94		13,434.94
40810	73716	TIMEKEEPING SYSTEMS, INC.	361383	SOFTWARE LICENSE	295.00	2 75065	295.00
40811	73774	TITAN MACHINERY-HASTINGS	1018626 CL	REPAIR WELL 28	1,487.97	1 35052	484.17
						1 35052	926.22
						1 61632	77.58
			4384447 TX	SALES TAX CREDIT	(77.58)	1 61632	(77.58)
					1,410.39		1,410.39
40812	74425	TRANSCAT	1497844	TESTER KIT	4,558.20	2 25820	1,500.00
						2 25820	3,058.20
					4,558.20		4,558.20
40813	77050	VERIZON WIRELESS	9830714831	CELL PHONE SERVICE	2,842.43	1 19210	358.60
						1 39210	311.63
						1 49210	73.69
						1 69210	1,130.61
						2 29210	736.64
						2 75065	231.26
					2,842.43		2,842.43
40814	77450	VIVIAL	00396222 052219	ADVERTISING	24.60	1 69210	24.60
40815	77790	W C ENTERPRISES INC	349	DIG OUT ASH POND	2,025.00	2 95015	525.00
						2 95015	1,500.00
					2,025.00		2,025.00
40816	78775	WEAR-CONCEPTS, INC.	83520	WHIZZER BLADES	4,168.79	2 25125	1,500.00
						2 25125	2,668.79
			83533	MILL COMPOUND	1,963.56	2 75125	463.56
						2 75125	1,500.00
					6,132.35		6,132.35
40817	79175	WERNER CONSTRUCTION LLC	350	DIG OUT ASH POND	6,970.00	2 95015	1,500.00
						2 95015	5,470.00
			351	DIG OUT ASH POND	7,575.00	2 95015	1,500.00
						2 95015	6,075.00
					14,545.00		14,545.00
40818	80275	WOODWARD'S DISPOSAL SERVIC	NO8861-1767	GARBAGE DISPOSAL	282.50	1 69030	25.00
						1 69210	25.00

Distribution Register by Check

HASTINGS UTILITIES

From Check No.: 40709 To Check No.: 40845

Printed: 6/3/2019 8:43

From Check Date: 05/28/2019 - To Check Date: 06/03/2019

Check No	Supplier	Supplier Name	Invoice Number	Invoice Description	Invoice Amt	Charge Code	GL Amount
						1 69330	232.50
			NO8861-1768	GARBAGE DISPOSAL	789.00	1 45421	789.00
			NO8861-1770	GARBAGE DISPOSAL	142.50	1 61630	142.50
					1,214.00		1,214.00
40819	80525	YANT EQUIPMENT, INC.	L107577	REPAIR DIESEL PUMP	251.10	1 61630	251.10
40820	80675	YOKOGAWA CORP OF AMERICA	7006876019	PRESSURE TRANSMITTER	2,017.51	2 20699	517.51
						2 20699	1,500.00
			7006878511	VALVE MANIFOLD	236.82	2 20699	236.82
					2,254.33		2,254.33
40821	81025	ZIEMBA ROOFING CO.	9400	REPAIR ROOF	373.00	1 45450	373.00
40822	R5100	ARAMIS HERNANDEZ ACOSTA	02052110-17	CUSTOMER REFUND	48.11	1 61841	48.11
40823	R5101	ALISSA A KIDD	10381898-21	CUSTOMER REFUND	188.30	1 61841	188.30
40824	R5102	RYAN M TROTTER	10400612-29	CUSTOMER REFUND	79.05	1 61841	79.05
40825	R5103	MACON J PETSKA	12450204-25	CUSTOMER REFUND	30.58	1 61841	30.58
40826	R5104	GRADY A STUNKEL	12461290-05	CUSTOMER REFUND	59.70	1 61841	59.70
40827	R5105	PLAZA HAIR STUDIO	15570422-03	CUSTOMER REFUND	9.51	1 61841	9.51
40828	R5106	CONSTRUCTION TECHNOLOGIES	18691900-02	CUSTOMER REFUND	500.00	1 61841	500.00
40829	R5107	LEONILA REYES MONTERO	20780984-07	CUSTOMER REFUND	137.54	1 61841	137.54
40830	R5108	TLJ LLC	20781220-03	CUSTOMER REFUND	384.10	1 61841	384.10
40831	R5109	STATE OF NEBRASKA	14550742-30	CUSTOMER REFUND	91.69	1 61841	91.69
			20775852-07	CUSTOMER REFUND	168.99	1 61841	168.99
					260.68		260.68
40832	R5110	KEVIN FOWLER	052319	CUST INCENTIVE-SEPTIC TANK	200.00	1 45033	200.00
40833	R5111	KELLY PETERSON	052119	CUST INCENT-RAIN SENSOR	75.00	1 35571	75.00
40834	R5112	REGION 3 HOUSING	04151488-36	CUSTOMER REFUND	235.06	1 61841	235.06
40835	R5113	SALVATION ARMY	04151490-15	CUSTOMER REFUND	74.41	1 61841	74.41
40836	R5114	BEATRIZ MARTINEZ	04151518-28	CUSTOMER REFUND	1.95	1 61841	1.95
40837	R5115	STEPHANIE R HUNT	06211070-09	CUSTOMER REFUND	410.95	1 61841	410.95
40838	R5116	MICHAELA L PATTERSON	08311740-29	CUSTOMER REFUND	163.00	1 61841	163.00
40839	R5117	HANSEN S STEWART	17661943-26	CUSTOMER REFUND	3.11	1 61841	3.11
40840	R5118	ESPRESSO AMERICA	20753209-04	CUSTOMER REFUND	260.37	1 61841	260.37
40841	R5119	STATE OF NEBRASKA	09350020-08	CUSTOMER REFUND	62.93	1 61841	62.93
40842	R5120	ARNULFO PEREZ	053019	CUST INCENT-RAIN SENSOR	75.00	1 35571	75.00
40843	R5121	BARBARA SOLE		CUST INCENT-RAIN SENSOR	75.00	1 35571	75.00
40844	R5122	RYAN KAVAN		CUST INCENT-RAIN SENSOR	75.00	1 35571	75.00
40845	R5123	PAUL PENAS		CUST INCENT-RAIN SENSOR	75.00	1 35571	75.00

Check Report Total 2,750,172.02

Distribution Register by Check

HASTINGS UTILITIES

From Check No.: 40709 To Check No.: 40845

Printed: 6/3/2019 8:43

From Check Date: 05/28/2019 - To Check Date: 06/03/2019

Check No	Supplier	Supplier Name	Invoice Number	Invoice Description	Invoice Amt	Charge Code	GL Amount

Distribution Register by Check

HASTINGS UTILITIES

ACH PAYMENTS

Printed: 6/3/2019 9:03

From Check Date: 06/03/2019 - To Check Date: 06/03/2019

Check No	Supplier	Supplier Name	Invoice Number	Invoice Description	Invoice Amt	Charge Code	GL Amount
603093	10400	BURLINGTON NORTHERN/SANTA I	233706280	COAL FREIGHT CHARGE	166,977.40	2 22324	166,977.40
603094	45205	M & T BANK-457	053119	EMPLOYEE DEFERRED COMP	335.00	1 62417	335.00
603095	58550	PEABODY ENERGY	5000057700	COAL	240,956.23	2 22324	240,956.23
603096	76025	UNITED PARCEL SERVICE	00006838E9209	DELIVERYSERVICE	112.38	1 61630	14.50
						1 69330	16.98
						2 25037	47.20
						2 25135	2.14
						2 85015	10.01
						2 95015	21.55
					112.38		112.38
603097	79325	WESTERN AREA POWER ADMIN.	BFPB000950419	POWER PURCHASES	73,895.76	2 22322	73,895.76
603098	30575	GREAT WEST LIFE	053119	PENSION DEPOSIT	85,963.82	1 62415	85,963.82
			053119-1	EMPLOYEE DEFFERED COMP	7,621.56	1 62417	7,621.56
			053119-2	ROTH CONTRIBUTIONS	9,739.15	1 62417	9,739.15
					103,324.53		103,324.53
603099	34425	HERITAGE BANK	053019	INTERNET FEES	15.00	1 69210	15.00
603100	76225	UNITED STATES TREASURY	053119	FIT & FICA WITHHOLDING	155,884.07	1 62411	65,926.41
						1 62413	89,957.66
					155,884.07		155,884.07

Checks & ACH Payments	3,491,672.39
Less Voided Check	(180,708.80)
Less Discounts	(89.77)
Grand Total	3,310,873.82

Combined	908,472.53
Electric	2,402,401.29
Grand Total	3,310,873.82

HU Form No. 34

Date: 05/16/19

WORK ORDER ENGINEERING ESTIMATE
HASTINGS UTILITIES
HASTINGS, NEBRASKA

Name of Department:	**Water**	**Work Order No.:**	**WA-374**
Construction:	**X**	**Budget Item No.:**	**3.26 (2018 - 2019)**
Retirement:		**Budget Item Amt:**	**$300,000**

DESCRIPTION AND LOCATION:

New 10" water main on Utecht Circle; 39th Street north 837'.

PURPOSE OF WORK IMPROVEMENT:

To serve Industrial Park North First Addition.

CONTRIBUTIONS/REMARKS:

Hastings Utilities costs as per Advisory Board Meeting 1-10-2019.

Estimated Cost	Amount	Attached Map or DWG No.:	
1. Material to be Purchased	501.64	Sheet No.:	
2. Stores Dept. Charge @ 8.0%	40.13		
3. Material from Stock	170.84	Date Work to be Started:	06/01/19
4. Stores Dept. Charge @ 8.0%	13.67	Date Work to be Finished:	11/01/19
5. Labor	900.00	Checked By: Mark Hamberger	Date 5-17-19
6. Mileage & Truck Usage	40.00		
7. Equipment Usage		Checked By: Ron Sekora	Date 5-17-19
8. Contract Amount (Werner Construction)	51,449.85		
9.		Approved By: Keith Jeorhardt Director of Engineering	Date 5-21-19
10.			
SUBTOTAL	$53,116.13		
Engineering & Administration @ 12%	6,373.94	Approved By:	Date
Subtotal	$59,490.06		
Less Developer Contribution		City Council	
		Authorized By:	Date
TOTAL ESTIMATED COST OF WORK ORDER	$59,490.06	Manager	5/21/19

HASTINGS UTILITIES, HASTINGS, NEBRASKA

Work Order No.: WA-374
B.I. No.: 3.26
B.I. Yr.: 2018 - 2019

LABOR AND EQUIPMENT ESTIMATE

Classification of Labor or Equipment to be Used	No of Hr/Mi/Ft	Cost Per Unit	Subtotal	Total Cost
LABOR: Water Department	20	45.00	900.00	
			0.00	
			0.00	
	TOTAL - LABOR			$900.00
MILEAGE: Truck #36	50	0.80	40.00	
			0.00	
	TOTAL - MILEAGE & TRUCKS			$40.00
EQUIPMENT			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
	TOTAL - EQUIPMENT USAGE			$0.00
TOTAL COST ALL LABOR AND EQUIPMENT ESTIMATE				$940.00

MATERIAL ESTIMATE

Quantity		Stock Number	Description	Unit Price	Stock Material	New Material
4.00	EA		Water Samples	50.00		$ 200.00
1.00	EA	650-25-03	3 lb. Anode	20.64	20.64	
850.00	LF	023-07-05	Blue Warning Tape	0.05	42.50	
850.00	LF		Blue Tracer Wire	0.22		187.00
3.00	EA		Tracer Wire Connector	4.88		14.64
10.00	LF	113-05-05	1 1/2" White PVC Pipe	0.49	4.90	
2.00	EA	116-22-01	1 1/2" White Threaded Adapter	0.62	1.24	
2.00	EA	116-21-03	1 1/2" White Threaded Cap	0.78	1.56	
1.00	LS		Misc. Material	200.00	100.00	100.00
			TOTAL		$ 170.84	$ 501.64

Estimated By: S. Struss Date: 05/16/19

HU Form No. 34 **Date:** 05/16/19

WORK ORDER ENGINEERING ESTIMATE
HASTINGS UTILITIES
HASTINGS, NEBRASKA

Name of Department:	Water	**Work Order No.:**	WA-375
Construction:	X	**Budget Item No.:**	3.26 (2018 - 2019)
Retirement:		**Budget Item Amt:**	$300,000

DESCRIPTION AND LOCATION:
New 10" water main on Utecht Avenue; 39th Street to 33rd Street.

PURPOSE OF WORK IMPROVEMENT:
To serve Industrial Park North Second Addition.

CONTRIBUTIONS/REMARKS:
Hastings Utilities costs as per Advisory Board Meeting 1-10-2019.

Estimated Cost	Amount	Attached Map or DWG No.:	
1. Material to be Purchased	849.52	Sheet No.:	
2. Stores Dept. Charge @ 8.0%	67.96		
3. Material from Stock	207.19	Date Work to be Started:	04/11/19
4. Stores Dept. Charge @ 8.0%	16.58	Date Work to be Finished:	07/11/19
5. Labor	1,800.00	Checked By: Mark Hemberger	Date 5-17-19
6. Mileage & Truck Usage	80.00		
7. Equipment Usage		Checked By: Ron Sekora	Date 5-17-19
8. Contract Amount (Werner Construction)	95,142.00		
9.		Approved By: Keith Gabrelcik Director of Engineering	Date 5-21-19
10.			
SUBTOTAL	$98,163.25		
Engineering & Administration @ 12%	11,779.59	Approved By:	Date
Subtotal	$109,942.84		
Less Developer Contribution		City Council	
		Authorized By:	Date
			5/21/19
TOTAL ESTIMATED COST OF WORK ORDER	$109,942.84	Manager	

HASTINGS UTILITIES, HASTINGS, NEBRASKA

Work Order No.: WA-375
B.I. No.: 3.26
B.I. Yr.: 2018 - 2019

LABOR AND EQUIPMENT ESTIMATE

Classification of Labor or Equipment to be Used	No of Hr/Mi/Ft	Cost Per Unit	Subtotal	Total Cost
LABOR: Water Department	40	45.00	1,800.00	
			0.00	
			0.00	
	TOTAL - LABOR			$1,800.00
MILEAGE: Truck #36	100	0.80	80.00	
			0.00	
	TOTAL - MILEAGE & TRUCKS			$80.00
EQUIPMENT			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
	TOTAL - EQUIPMENT USAGE			$0.00
TOTAL COST ALL LABOR AND EQUIPMENT ESTIMATE				$1,880.00

MATERIAL ESTIMATE

Quantity		Stock Number	Description	Unit Price	Stock Material	New Material
8.00	EA		Water Samples	50.00		$ 400.00
1.00	EA	650-25-03	3 lb. Anode	20.64	20.64	
1500.00	LF	023-07-05	Blue Warning Tape	0.05	75.00	
1500.00	LF		Blue Tracer Wire	0.22		330.00
4.00	EA		Tracer Wire Connector	4.88		19.52
15.00	LF	113-05-05	1 1/2" White PVC Pipe	0.49	7.35	
3.00	EA	116-22-01	1 1/2" White Threaded Adapter	0.62	1.86	
3.00	EA	116-21-03	1 1/2" White Threaded Cap	0.78	2.34	
1.00	LS		Misc. Material	200.00	100.00	100.00
			TOTAL		$ 207.19	$ 849.52

Estimated By: S. Struss Date: 05/16/19

HU Form No. 34

Date: 05/10/19

WORK ORDER ENGINEERING ESTIMATE
HASTINGS UTILITIES
HASTINGS, NEBRASKA

Name of Department:	Sewer	**Work Order No.:**	SW-343
Construction:	X	**Budget Item No.:**	4.21 (2018 - 2019)
Retirement:		**Budget Item Amt:**	$100,000

DESCRIPTION AND LOCATION:

New 10" sanitary sewer main to seve Utecht Avenue; 39th Street to 33rd Street.

PURPOSE OF WORK IMPROVEMENT:

To serve Industrial Park Second Addition.

CONTRIBUTIONS/REMARKS:

Hastings Utilities costs as per Advisory Board Meeting 1-10-2019.

Estimated Cost	Amount		
1. Material to be Purchased		Attached Map or DWG No.:	
2. Stores Dept. Charge @ 8.0%		Sheet No.:	
3. Material from Stock		Date Work to be Started:	06/01/19
4. Stores Dept. Charge @ 8.0%		Date Work to be Finished:	11/01/19
5. Labor		Checked By: Mark Hemberger	Date 5-17-19
6. Mileage & Truck Usage			
7. Equipment Usage		Checked By: Ron Sekora	Date 5-17-19
8. Contract Amount (Werner Construction)	98,135.80		
9.		Approved By: Keith Leonhardt Director of Engineering	Date 5-21-19
10.			
SUBTOTAL	$98,135.80		
Engineering & Administration @ 12%	11,776.30	Approved By: City Council	Date
Subtotal	109,912.10		
Less Developer Contribution			
		Authorized By: Manager	Date 5/21/19
TOTAL ESTIMATED COST OF WORK ORDER	$109,912.10		

HU Form No. 34

Date: 05/16/19

WORK ORDER ENGINEERING ESTIMATE
HASTINGS UTILITIES
HASTINGS, NEBRASKA

Name of Department:	Sewer	**Work Order No.:**	SW-342
Construction:	X	**Budget Item No.:**	4.21 (2018 - 2019)
Retirement:		**Budget Item Amt:**	$100,000

DESCRIPTION AND LOCATION:

New 10" sanitary sewer main to seve Utecht Circle north of 39th Street.

PURPOSE OF WORK IMPROVEMENT:

To serve Industrial Park First Addition.

CONTRIBUTIONS/REMARKS:

Hastings Utilities costs as per Advisory Board Meeting 1-10-2019.

Estimated Cost	Amount		
1. Material to be Purchased		Attached Map or DWG No.: Sheet No.:	
2. Stores Dept. Charge @ 8.0%			
3. Material from Stock		Date Work to be Started:	06/01/19
4. Stores Dept. Charge @ 8.0%		Date Work to be Finished:	11/01/19
5. Labor		Checked By: Mark Hemberger	Date 5-17-19
6. Mileage & Truck Usage			
7. Equipment Usage		Checked By: Ron Sekora	Date 5-17-19
8. Contract Amount (Werner Construction)	31,228.71		
9.		Approved By: Keith Leonhardt Director of Engineering	Date 5-21-19
10.			
SUBTOTAL	$31,228.71		
Engineering & Administration @ 12%	3,747.45	Approved By: City Council	Date
Subtotal	$34,976.16		
Less Developer Contribution			
		Authorized By: Manager	Date 5/21/19
TOTAL ESTIMATED COST OF WORK ORDER	$34,976.16		

HU Form No. 34

Date: 5/23/19
SS

WORK ORDER ENGINEERING ESTIMATE
HASTINGS UTILITIES
HASTINGS, NEBRASKA

Name of Department: Combine

Construction: X

Retirement:

Work Order No.: CO-160

Budget Item No.: 6.03 2018/2019

Budget Item Amt: $77,750

DESCRIPTION AND LOCATION:

New concrete for outside storage at warehouse.

PURPOSE OF WORK IMPROVEMENT:

Provide hard surface for outside storage.

CONTRIBUTIONS/REMARKS:

Informal Contract No. 2019-05 IC-16

Estimated Cost	Amount		
1. Material to be Purchased	$0.00	Attached Map or DWG No.:	PT-303
2. Stores Dept. Charge @ 9.0%	0.00	Sheet No.:	
3. Material from Stock	$0.00	Date Work to be Started:	6/11/19
4. Stores Dept. Charge @ 9.0%	0.00	Date Work to be Finished:	9/15/19
5. Labor	0.00	Checked By:	Date
6. Mileage & Truck Usage	0.00		
7. Equipment Usage	0.00	Checked By:	Date
8. Contract Amount (A-One Concrete)	66,191.40	Ron Sekora	5-30-19
9.		Approved By:	Date
10.		Keith Fernhardt	5-30-19
SUBTOTAL	$66,191.40	Director of Engineering	
Engineering & Administrative @ 12%	7,942.97	Approved By:	Date
Subtotal	$74,134.37		
Less Developer Contribution		City Council	
		Authorized By:	Date
TOTAL ESTIMATED COST OF WORK ORDER	$74,134.37	Manager	6/3/19

Department: Development Services
Staff Contact: Donald Threewitt
Council Meeting Date: 6/10/2019

AGENDA ITEM SUMMARY SHEET

Description of Item:

Public hearing to bring Lochland Meadows Subdivision Number 13 into the City of Hastings.

Public hearing to approve a final plat for Lochland Meadows Subdivision Number 13.

Names of People/Business affected by this action:

Johnson Imperial Homes, the people of Hastings, and the city.

Why Council action is required:

The planning commission and the governing body must each conduct separate public hearings on the two separate questions of (1) approval of a plat addition and (2) inclusion of the addition within the corporate limits of the city. There must be separate votes on the two questions (N.R.S. 19-916).

Type of action requested:

Motion

Suggested motion:

Motion #1: Motion to approve bringing Lochland Meadows Subdivision Number 13 into the City of Hastings.

Motion #2: Motion to approve a final plat for Lochland Meadows Subdivision Number 13 Addition.

Deadlines associated with action:

This case will be presented for final approval at the regular City Council meeting on June 10, 2019.

Department head comments:

The plat was reviewed by the development review team and the applicant has made all suggested revisions. Requirements of Hastings City Code Sections 38-202 and 38-203 have been met, and the plat may be approved.

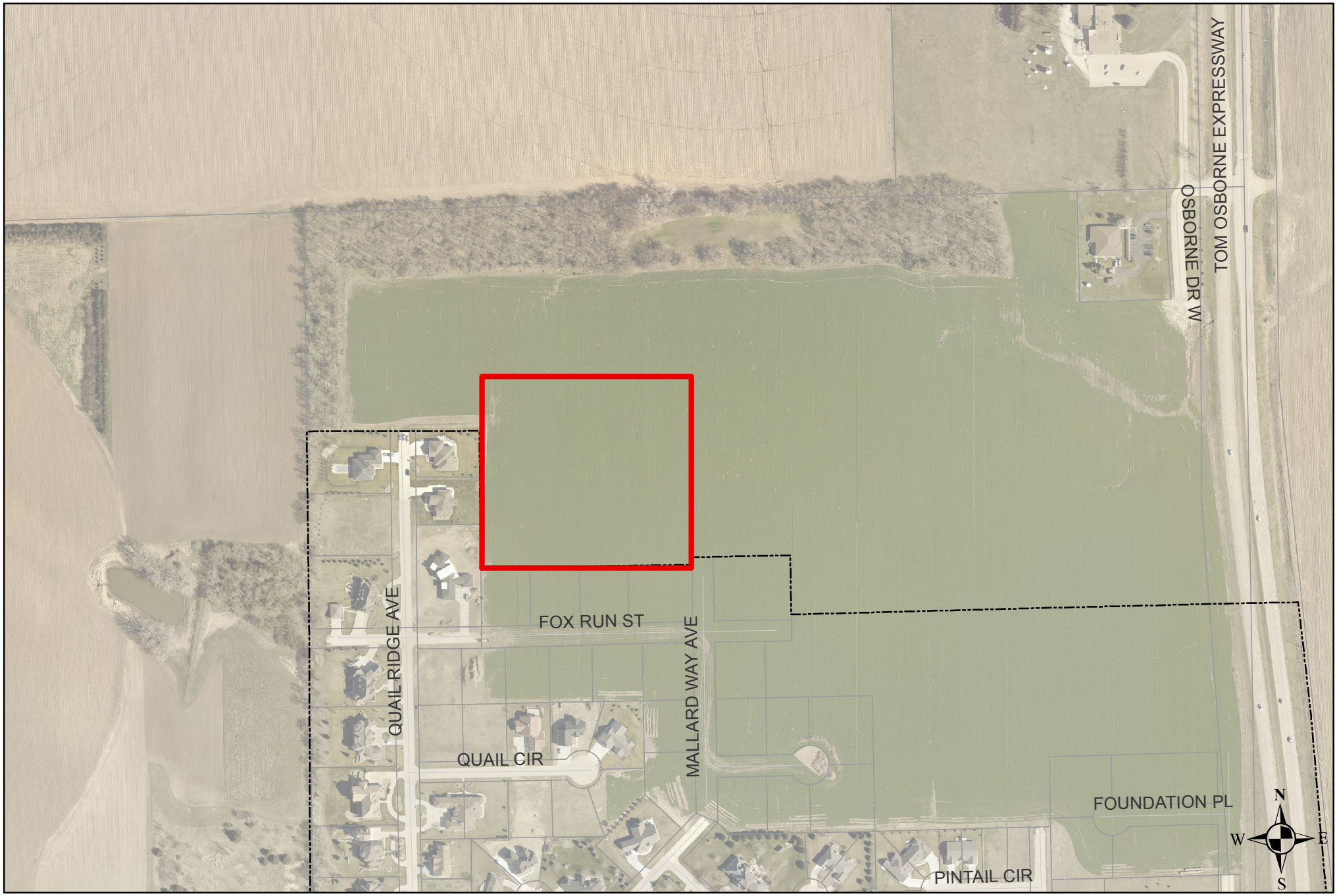
The Hastings City Planning Commission voted to recommend approval at the regular meeting on 5/20/19.

City Administrator comments:

Recommend approval.

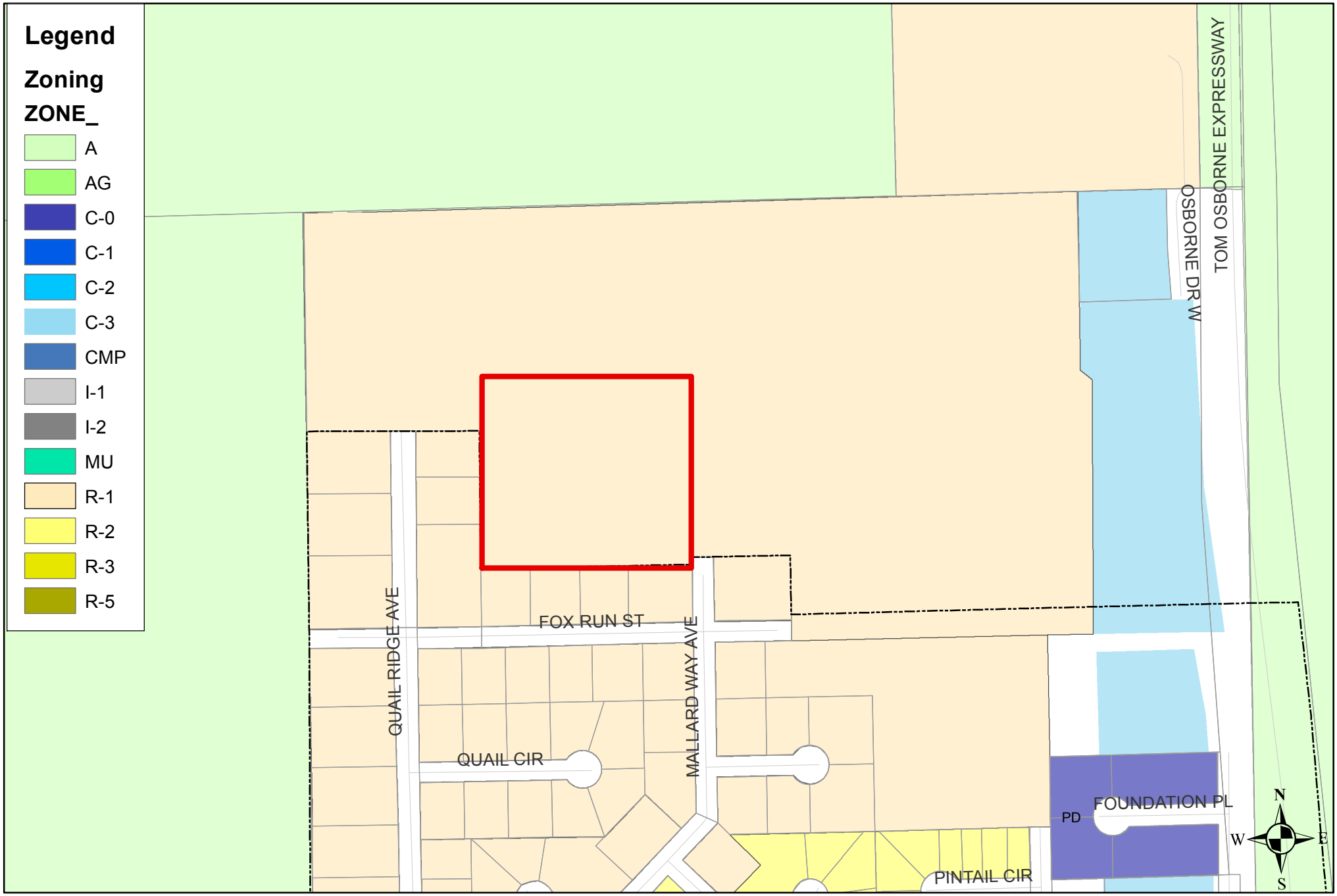
Lochland Meadows Subdivision No. 13 Vicinity Map

HASTINGS
DEVELOPMENT SERVICES



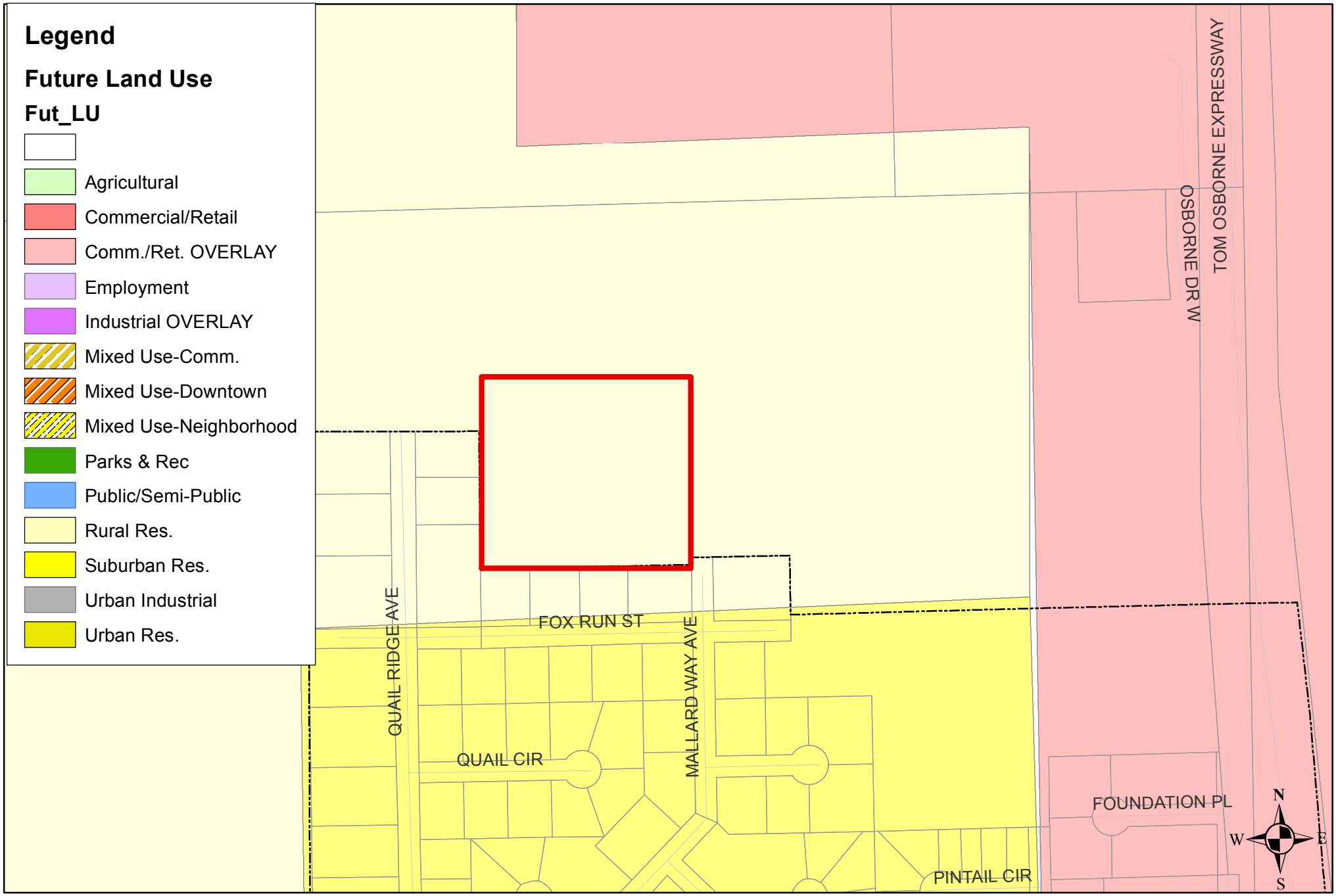
Lochland Meadows Subdivision No. 13 Aerial Map

HASTINGS
DEVELOPMENT SERVICES



Lochland Meadows Subdivision No. 13 Zoning Map

HASTINGS
DEVELOPMENT SERVICES

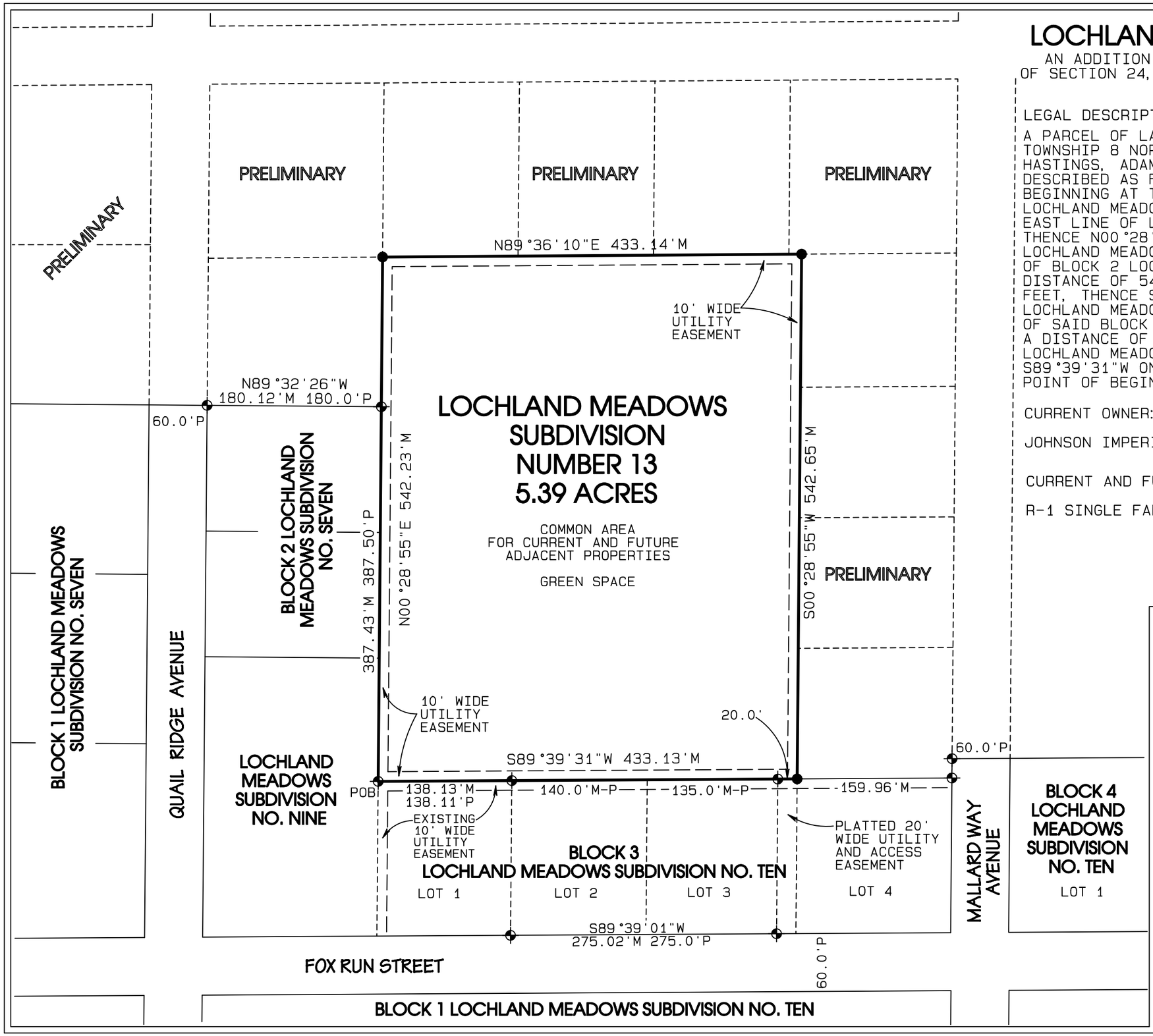


Lochland Meadows Subdivision No. 13 Future Land Use Map

HASTINGS
DEVELOPMENT SERVICES

LOCHLAND MEADOWS SUBDIVISION NUMBER 13

AN ADDITION TO THE CITY OF HASTINGS, LOCATED IN THE SE 1/4 OF SECTION 24, T8N, R10W, OF THE 6TH P.M. ADAMS COUNTY, NEBRASKA



LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 8 NORTH, RANGE 10 WEST, OF THE 6TH P.M., IN THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 3, LOCHLAND MEADOWS SUBDIVISION NUMBER TEN, ALSO BEING THE EAST LINE OF LOCHLAND MEADOWS SUBDIVISION NUMBER NINE, THENCE N00°28'55"E (ASSUMED BEARING) ON THE EAST LINE OF SAID LOCHLAND MEADOWS SUBDIVISION NUMBER NINE AND THE EAST LINE OF BLOCK 2 LOCHLAND MEADOWS SUBDIVISION NUMBER SEVEN A DISTANCE OF 542.23 FEET, THENCE N89°36'10"E A DISTANCE OF 433.14 FEET, THENCE S00°28'55"W PARALLEL WITH SAID EAST LINE OF LOCHLAND MEADOWS SUBDIVISION NUMBER NINE AND THE EAST LINE OF SAID BLOCK 2, LOCHLAND MEADOWS SUBDIVISION NUMBER SEVEN A DISTANCE OF 542.65 FEET TO THE NORTH LINE OF SAID BLOCK 3, LOCHLAND MEADOWS SUBDIVISION NUMBER TEN, THENCE S89°39'31"W ON SAID NORTH LINE A DISTANCE OF 433.13 FEET TO THE POINT OF BEGINNING, CONTAINING 5.39 ACRES MORE OR LESS.

CURRENT OWNER:

JOHNSON IMPERIAL HOMES CO. OF HASTINGS

CURRENT AND FUTURE ZONING :

R-1 SINGLE FAMILY RESIDENTIAL DISTRICT

SHEET 1 OF 2

100'

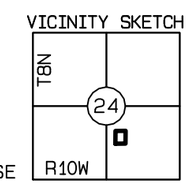
SCALE 1: 100

LEGEND :
D-DEED DISTANCE
M-MEASURED DISTANCE
R-RECORD DISTANCE
P-PLATTED DISTANCE

FOUND 5/8" REBAR WITH LS-448 CAP

SET 1/2" X 24" REBAR WITH BLUE LS-783 CAP UNLESS NOTED OTHERWISE

VICINITY SKETCH



ASSUMED BEARING

SURVEYOR'S CERTIFICATE:

I JOSHUA EUGENE GRUMMERT, A LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA, DO HEREBY CERTIFY THIS PLAT OF A SURVEY WAS MADE BY ME OR UNDER MY SUPERVISION, THIS 1ST DAY OF MAY, 2019

NEBRASKA REGISTERED LS-783 LAND SURVEYOR JOSHUA E. GRUMMERT

JOSHUA E. GRUMMERT | LS-783

WEBSITE www.grummertsurveying.com

GRUMMERT PROFESSIONAL SERVICES, LLC
2837 W. HWY 6, STE # 206, HASTINGS,NE 68901
PHONE 402-879-5701 EMAIL jmgrummert@yahoo.com

G.P.S. PROJECT # 063-2018

OWNERS CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT JOHNSON IMPERIAL HOMES CO. OF HASTINGS, A NEBRASKA CORPORATION, THE OWNER OF RECORD OF THE LAND SHOWN ON THIS PLAT AND DESCRIBED IN THE LEGAL DESCRIPTION HEREON, HAVE CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED, PLATTED AND DESIGNATED AS "LOCHLAND MEADOWS SUBDIVISION NUMBER 13", AN ADDITION TO THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 8 NORTH, RANGE 10 WEST OF THE SIXTH P.M., ADAMS COUNTY, NEBRASKA, AND THAT SAID SURVEYING, SUBDIVIDING, PLATTING AND DESIGNATION WAS DONE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES AND WISHES OF THE UNDERSIGNED OWNER. BE IT FURTHER KNOWN, THAT SAID OWNER DO HEREBY DEDICATE ALL EASEMENTS SHOWN ON THE PLAT TO THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA.

SIGNED THIS _____ DAY OF _____, 20___.

JOHNSON IMPERIAL HOMES CO. OF HASTINGS
A NEBRASKA CORPORATION

_____
CHRIS A. JOHNSON, PRESIDENT

WAIVER

APPLICANTS HEREBY WAIVES ANY AND ALL CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHMENT OF GRADES OR THE ALTERATION OF THE SURFACE OF ANY PORTION OF THE STREETS AND ALLEYS TO CONFORM TO SAID GRADES AS ESTABLISHED.

SIGNED THIS _____ DAY OF _____, 20___.

JOHNSON IMPERIAL HOMES CO. OF HASTINGS
A NEBRASKA CORPORATION

_____
CHRIS A. JOHNSON, PRESIDENT

ACKNOWLEDGEMENT

STATE OF NEBRASKA }
} SS
COUNTY OF ADAMS }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE _____ DAY OF _____, 2019, BY CHRIS A. JOHNSON, MY COMMISSION EXPIRES THE _____ DAY OF_____, _____.

(SEAL)

_____
NOTARY

MAYOR AND CITY COUNCIL ACTION

THIS PLAT OF LOCHLAND MEADOWS SUBDIVISION NUMBER 13 TO THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA, IS HEREBY_____, DATED THIS _____DAY OF _____ , _____.

_____ _____
MAYOR CITY CLERK

COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE RECORDS OF MY OFFICE SHOW NO TAXES ARE DUE OR DELINQUENT UPON THE PROPERTY IN THE LEGAL DESCRIPTION ON THIS PLAT AS OF THIS _____DAY OF _____ , _____.

_____
ADAMS COUNTY TREASURER

CITY ENGINEER'S APPROVAL

I, THE UNDERSIGNED, DO HEREBY _____THIS PLAT OF LOCHLAND MEADOWS SUBDIVISION NUMBER 13, AN ADDITION TO THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA.

_____
CITY ENGINEER

CITY PLANNING COMMISSION RECOMMENDATION

THIS PLAT OF LOCHLAND MEADOWS SUBDIVISION NUMBER 13, AN ADDITION TO THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA, HAS BEEN SUBMITTED TO AND REVIEWED BY THE CITY PLANNING COMMISSION FOR APPROVAL AND IS HEREBY TRANSMITTED TO THE GOVERNING BODY OF THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA, WITH THE RECOMMENDATION THAT

SAID PLAT BE _____AS PROPOSED DATED THIS _____ DAY OF_____, 2019.

_____ _____
CHAIRMAN DIRECTOR

CITY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE RECORDS OF MY OFFICE SHOW NO SPECIAL ASSESSMENTS ARE DELINQUENT UPON THE PROPERTY DESCRIBED IN THE LEGAL DESCRIPTION ON THIS PLAT.

_____
CITY OF HASTINGS TREASURER

REGISTER OF DEEDS CERTIFICATE

STATE OF NEBRASKA }
} SS
COUNTY OF ADAMS }

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE REGISTER OF DEEDS OFFICE OF ADAMS COUNTY, NEBRASKA

DATE: _____ TIME: _____ INSTRUMENT NO.: _____

_____
REGISTER OF DEEDS

G.P.S. PROJECT # 063-2018

LOCHLAND MEADOWS SUBDIVISION NUMBER 13

AN ADDITION TO THE CITY OF HASTINGS, LOCATED IN THE SE 1/4 OF SECTION 24, T8N, R10W, OF THE 6TH P.M. ADAMS COUNTY, NEBRASKA

Department: Development Services
Staff Contact: Donald Threewitt
Council Meeting Date: 6/10/2019

AGENDA ITEM SUMMARY SHEET

Description of Item:

Public hearing on a request for a Conditional Use Permit for a Church Use at Lot 1 of P&L Spady Subdivision of the City of Hastings, Adams County, Nebraska.

Names of People/Business affected by this action:

The applicant, the people of Hastings, and the city.

Why Council action is required:

Conditional uses may be approved by the Hastings City Council following a public hearing and receipt of a recommendation from the Planning Commission in accordance with the required findings set forth in Chapter 34-401 of City Code and the additional standards set forth in the permitted use. The Commission may recommend and the Council may impose any conditions that they deem reasonable and necessary to further the purposes and intent of the Code.

Type of action requested:

Resolution

Suggested motion:

Motion to recommend approval of Lot 1 of P&L Spady Subdivision of the City of Hastings, Adams County, Nebraska Conditional Use Permit for a Church Use and associated accessory uses at ka, subject to conditions No. 1-3: 1. Project is anticipated to be a phased project. No phase shall be occupied until all required life safety improvements specific to that that phase are completed and approved by the City of Hastings officials; 2. Any and all subleases shall be reported to the Development Services Department prior to lease execution. Subleases will be individually approved administratively based on compliance with city code and occupancy compatibility with the primary use and will require a site plan and description of use; 3. The following uses are conditionally approved subject to administrative approval prior to initial use, submittal of site plans and other required documentation, and compliance with all applicable State of Nebraska regulations and City of Hastings codes in effect at the time of initial use: (a) Daycare use; (b) Short-term, emergency housing; (c) Limited, medium-term transitional housing; (d) storage without rental fees for the primary user and approved subleases only; (e) sublease to the existing Polaris dealership, including limited motor service repair; (f) sublease to the existing car wash; (g) sublease to a coffee shop; (h) sublease to a fitness service; and (i) sublease to leadership training services.

Deadlines associated with action:

This item is scheduled to be heard at the next regular City Council meeting on June 10, 2019.

Department head comments:

This Conditional Use Permit is effective for Lot 1 of P&L Spady Subdivision Subdivision only. Lots 2 and 3 are excluded from any and all permissions herein, and no permit to construct or maintain any programmatic uses is expressed or implied. Any permanent improvements of Lot 2 and/or Lot 3 shall come before the Planning Commission for separate authorization. Use permissions are limited to those specifically stated herein. Due to the nature of the use, uses allowed by-right within the zone district are suspended and subject to a Conditional Use Permit amendment as outlined in city code.

In order to compel a recommendation to approve the Conditional Use Permit, the Planning Commission shall find that:

1. The proposed development will integrate compatibility with existing land uses and with permitted uses that may be established within any area to be affected by the proposed development.

Surrounding land uses are C-3 Commercial Business to the north, I-1 Light Industrial to the south and east, and C-O Commercial Office to the west with developed highway commercial uses. Surrounding improvements are typical of highway commercial and light industrial uses, which is compatible with the proposed use.

2. The use does not have a permanent negative impact that is substantially greater than the impact anticipated from development permitted in the base zone district.

The highway-adjacent commercial and light industrial uses have been fairly consistent, and city growth and development is focussed in this area. Substantial investments in new housing are currently underway to the east and northeast. The impact of an assembly use is appropriate for this specific site. Anticipated traffic, lighting, noise, and visual impacts are equal to the impact of the existing automobile use, and less than other highway commercial uses.

Sunday traffic will increase significantly from the existing use, but Osborne Drive East can accommodate this and negative impacts to neighboring land uses are unlikely.

Overall site conditions at the subject property are consistent with assembly uses. The existing building will require extensive remodeling to address building code requirements for assembly uses as well as separation requirements from the retained automobile service use. Staff strongly recommends that any approval be subject to the property meeting all architectural building, fire, and life safety requirements as adopted by the city.

3. The conditions imposed are necessary to ensure the maintenance of property values and the safety, health, comfort, and repose of the residents.

The applicant shall meet requirements for Churches and Places of Religious Worship as outlined in City Code Section 34-404 (2), as well as any additional conditions specifically outlined in this approval or imposed by City Council. Building renovation is necessary to maintain adequate separation and safety mitigation of the two proposed uses. The proposed conditions exist to ensure life safety and minimal impact on neighboring properties. Additional fencing and landscaping are not required, however any portion of the site not devoted to buildings, structures, parking areas, walkways or driveways shall be covered with approved landscaping materials as outlined in city code. Off-street parking, as proposed in the application, is adequate for the use. Any and all signage will require a sign permit and will be reviewed separately, subject to Section 34.309 of city code.

Phased occupancy and accessory uses should be conditionally approved as specifically outlined below. This is a new approach by the Development Services Department in order to outline the permissions in one approval, saving the applicant from returning for future permit amendments each time a program is adopted or expanded. This would save the applicant 2-3 months time and several hundred dollars for each specific use conditionally approved.

4. That the use, subject to conditions, maintains compliance with the Comprehensive Plan and the purpose and intent of the zoning regulations.

The Comprehensive Plan for this property is Commercial/Retail, which conforms with the development patterns in the immediate vicinity. Commercial and light industrial uses surround the property which is part of a larger highway industrial/commercial development pattern. Assembly uses are compatible and are currently represented within the development area.

The specific conditions for the Conditional Use permit, in addition to the base requirements which are outlined in city code 34-404 (2), are as follows:

1. Project is anticipated to be a phased project. No phase shall be occupied until all required life safety improvements specific to that that phase are completed and approved by the City of Hastings officials; 2. Any and all subleases shall be reported to the Development Services Department prior to lease execution. Subleases will be individually approved administratively based on compliance with city code and occupancy compatibility with the primary use and will require a site plan and description of use; 3. The following uses are conditionally approved subject to administrative approval prior to initial use, submittal of site plans and other required documentation, and compliance with all applicable State of Nebraska regulations and City of Hastings codes in effect at the time of initial use: (a) Daycare use; (b) Short-term, emergency housing; (c) Limited, medium-term transitional housing; (d) storage without rental fees for the

primary user and approved subleases only; (e) sublease to the existing Polaris dealership, including limited motor service repair; (f) sublease to the existing car wash; (g) sublease to a coffee shop; (g) sublease to a fitness service; (h) sublease to leadership training services.

Self-storage units or impound vehicle storage, rented or owned, is specifically excluded from this approval.

In the case of an administrative denial or a substantial change beyond the anticipated scope of the original approval, the applicant may file for a CUP amendment and continue through the permit amendment process.

The Hastings City Planning Commission voted to recommend approval at the regular meeting on 5/20/19.

City Administrator comments:

Recommend approval.

DATE / / FILE NO.

HASTINGS
DEVELOPMENT SERVICES

PROJECT APPLICATION

City of Hastings – Development Services
220 N. Hastings Avenue, Hastings, NE 68901
Phone: (402) 461-2302; Fax: (402)461-2304
www.cityofhastings.org

Please check the appropriate box below to indicate the type of application you are requesting. Contact Development Services for minimum requirements. Incomplete applications will not be processed. All applications must be completed by applicant prior to submission with all of the requested support materials by the last Monday of each month or they will be held until the next deadline to be processed.

- ❑ Preliminary Plat
- ❑ Final Plat
- ❑ Short Plat
- ❑ Administrative Plat
- ❑ Code Amendment
- ❑ Zoning Change
- ❑ Vacation (Plat / ROW / Easements)
- ☒ Conditional Use Permit / Amendment
- ❑ Planned District / Amendment
- ❑ Comprehensive Plan / Amendment
- ❑ Annexation Petition / Addition to the City

PROJECT INFORMATION

Project Name: Lifehouse Church

Project Address: 2850 Osborne Drive East Within City Limit ☒ Yes ❑ No

Existing Zoning: I1 Proposed Zoning / Use: I1

Existing Comprehensive Plan Designation: CR Gross Area: 3.43 acres

Legal Description: Lot 1 Block P&L Spady Subdivision Number of Lots: 1

APPLICANT INFORMATION

Applicant: Brett & Paige Mackey Company: Lifehouse Church

Address: PO Box 451 Tel: 402.469.5837 Fax:

City: Hastings State: NE Zip: 68902 Email: pmackey@charter.net

Property Owner: Paul Spady Company: Paul Spady Motors Inc

Address: 2850 Osborne Dr East Tel: 402-462-4165 Fax: 402 461-3447

City: Hastings State: Ne Zip: 68901 Email: paulspady@hotmail.com

Key Contact: Paul Spady Company: Paul Spady Motors Inc

Address: 2850 Osborne Dr East Tel: 772-333-8778 Fax: 402-461-3447

City: Hastings State: Ne Zip: 68901 Email: paulspady@hotmail.com

I hereby acknowledge that all information provided with this application is true to the best of my knowledge.

Property Owner Signature	Date	Applicant Signature	Date
Paul Spady	5-1-19	Brett Mackey	5-6-19

DEPARTMENTAL USE ONLY

Fees: Receipt No.

Accepted by Staff: Case No.

Signature

Revised 4/10/13

Lifehouse Church is a non-denominational contemporary church that was started in 2006. We began by meeting in an unused portion of a warehouse on a gravel country road three miles outside of Hastings. After a year of meeting in the country, the church moved into town and leased space at the Imperial Mall. The church expanded within the nearly 12 years of leasing at this location to over 19,000 square feet which includes a 500 seat auditorium, a Coffee Shop, a Youth/ Children's wing, fully equipped kitchen, personnel offices, multiple classrooms and much storage space. During our time at the mall, our lease was under three different owners and we have witnessed the mall property deteriorate. Despite Lifehouse being in compliance with State Fire Code Regulations within the portion we occupy, we will be forced to evacuate our place of worship as of June 1, 2019 due to the corridor and empty stores not up to code with state regulations.

We have spent many hours searching for property to purchase and make into a permanent home. After much searching, we have signed a purchase agreement with Paul Spady Buick and Polaris for the property located at 2850 Osborne Drive East. This location will give us great exposure to the community in comparison to where we have been on the backside of the Imperial Mall. We have dealt with multiple landlords and much uncertainty with each owner. We have endured a parking lot inundated with pot holes for many years, so having a facility with solid concrete will bring a sense of safety for our attenders.

Lifehouse plans to utilize the property to meet regularly for a place of worship, teaching, fellowship and outreaches involving people of all ages. There will be portions of the property leased to businesses such as a Polaris Dealership, motor service repair, car wash, coffee shop, fitness and leadership training services. Our desire is to offer our property for a potential short term safe place for victims who have been rescued from human trafficking, a 12-18 month transitional living rehabilitation program for families that are at a high risk of losing their children to foster care, a possible daycare, and storage rental.

Our goal is to help our community and make a positive impact in the lives of people. This facility will be of great value in fulfilling our hopes and goals. We will retrofit a current body shop located on the east end into an auditorium, retrofit multiple offices into classrooms, a conference room into a nursery, a showroom located on the north end into a children's and youth center, a parts storage room into a coffee shop and kitchen, a current storage room into classrooms. The current showroom will remain as a lobby and place of fellowship. The current Polaris business will continue as a leased space. The Polaris showroom will be moved to the south end of the facilities. The current service shop will continue to operate and be leased to a new owner. The car wash will continue to operate under a leased space as well.

The lot size is 357,000 square feet. Vehicles will have 4 driveway options to enter through on the north side and 1 on the west side. Vehicles can exit one one of the 3 driveways on the north side or 1 one on the west side.

As far as parking, there are 32 parking stalls on the west side of the facilities, 14 parking stalls on south side, 14 parking stalls on the north side in addition there are approximately 98 additional parking stalls on the east side, which will be directly outside our proposed auditorium. There are also places to parallel park on the north easement road, which would add to the total 158 parking stalls. There would be an increase of traffic throughout the parking lot on Sundays.

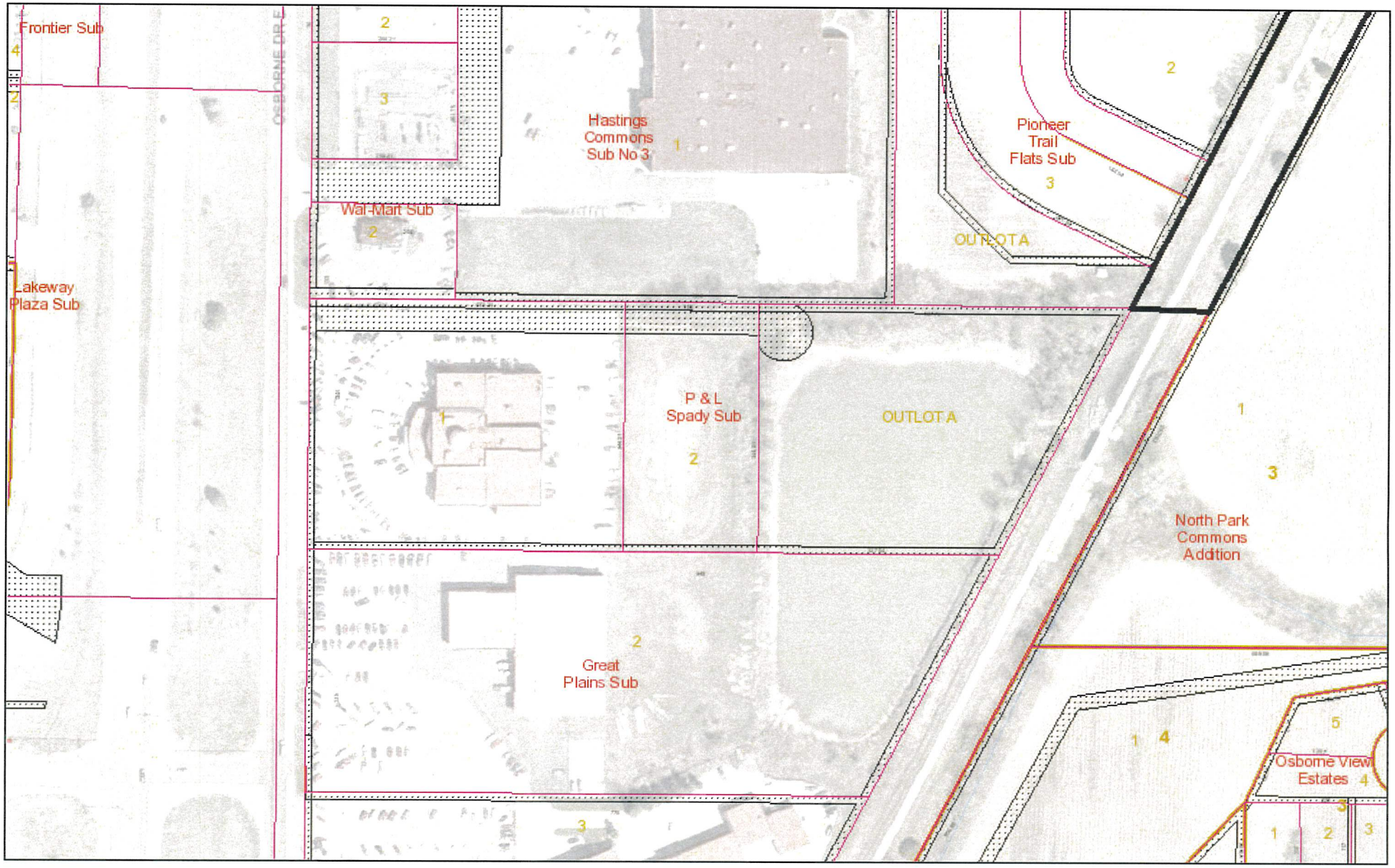
Currently there is minimum landscape. In the future we may add additional shrubs and evergreens such as Boxwood, Sky Pencil Holly, North Pole Arborvitae or Purple Leaf Sandcherry.

Lifehouse will utilize the current existing signage near the frontage and on the building itself with new wording and logo.

We have a walk through of the facilities on May 9 with Todd Brown Construction of Kearney, NE. More than likely he will be our architect.

The land east of the property is currently owned by Paul Spady. He has agreed to allow Lifehouse to use the property. Included in the current property purchase agreement, Lifehouse has first option to purchase these two lots. We will use the land for prayer walking, water baptisms, outdoor weddings, adventure ministry, nature studies and hikes, team building, youth and children's classes and fellowships.

ArcGIS Web Map



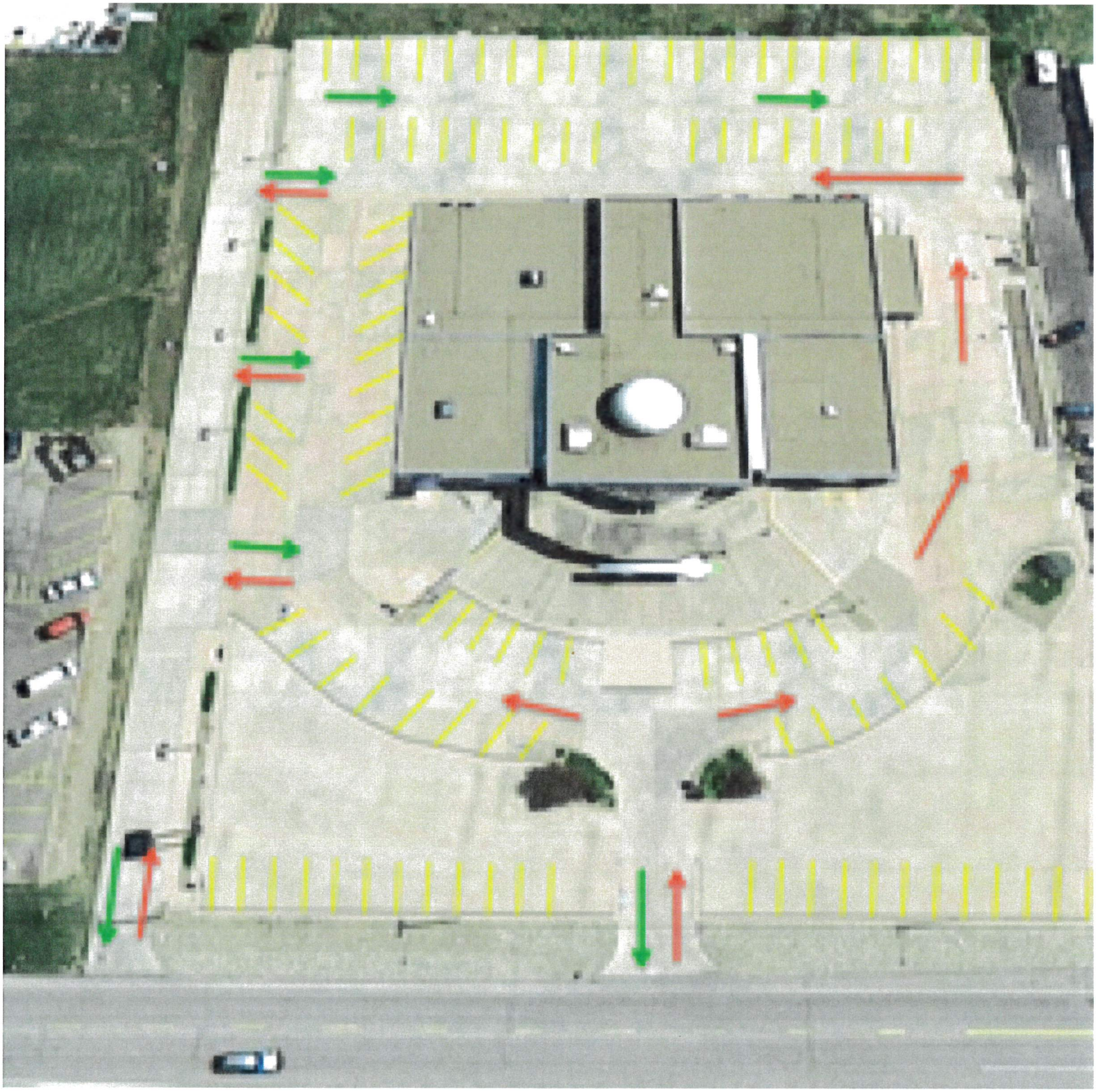
May 3, 2019

- Limits
- OneMile
- TwoMile
- Parcels
- Subdivisions
- Easements
- LOTS
- BLOCKS

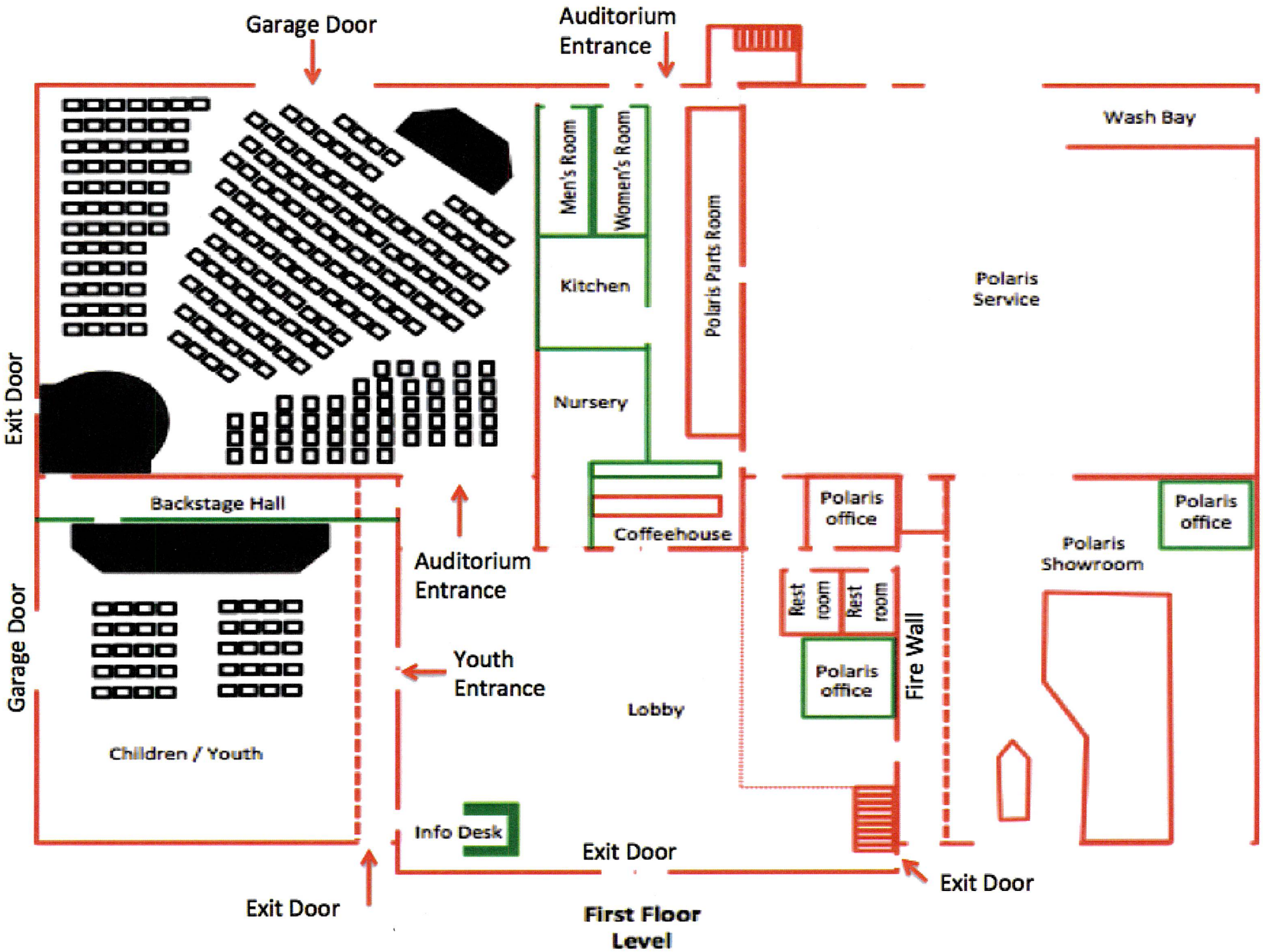
1:3,000

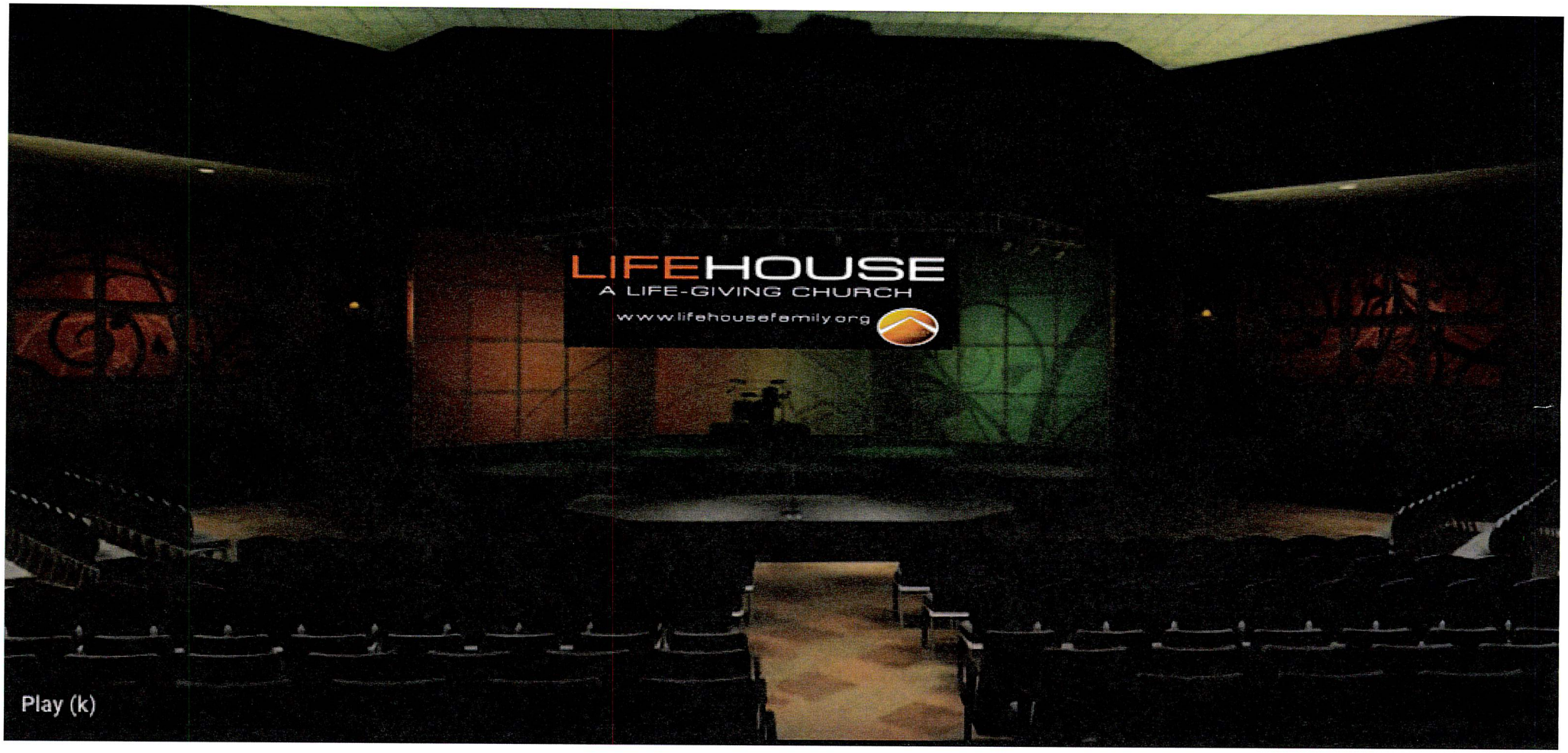
0 0.0225 0.045 0.09 mi

Adams County, City of Hastings & Hastings Utilities GIS Mapping

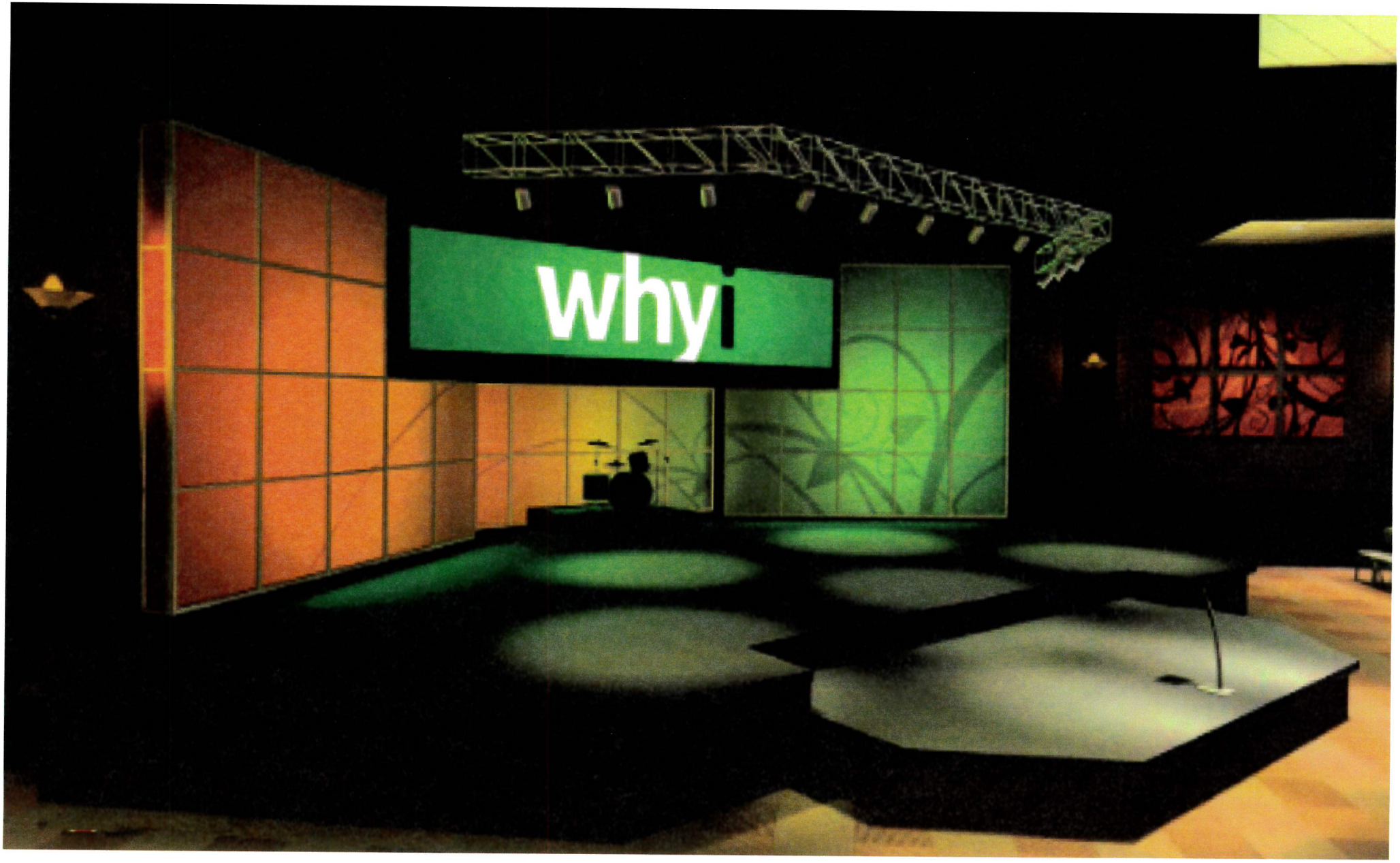


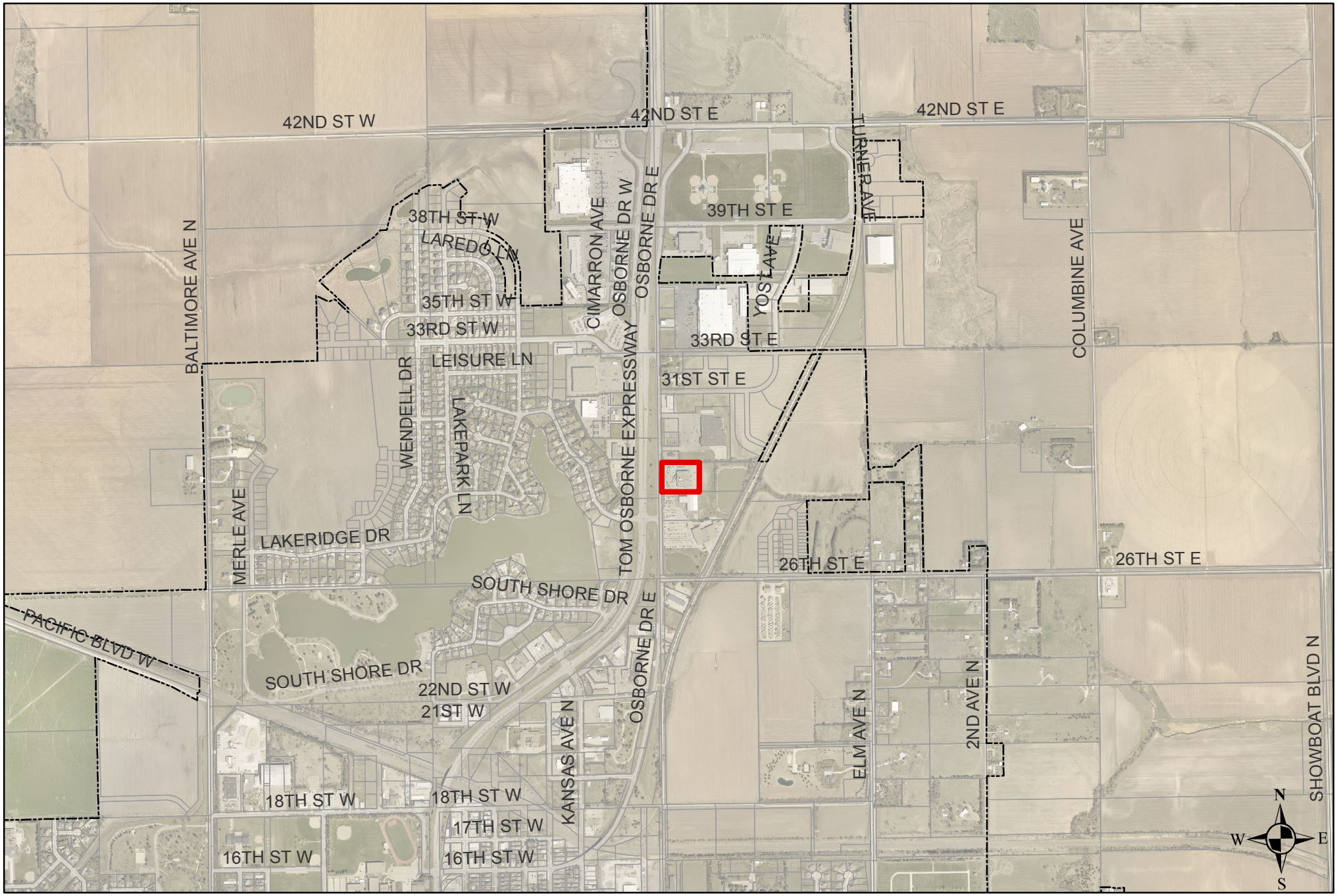
Garage Door
Exit
Exit
Exit
Garage Door
Garage Door
Exit
Garage Door
Garage Door
Future Exit
Exit
Exit
Exit
Garage Door
FIRST FLOOR PLAN


Garage Door
Auditorium Entrance
Wash Bay
Men's Room
Women's Room
Polaris Parts Room
Kitchen
Polaris Service
Nursery
Exit Door
Backstage Hall
Coffeehouse
Polaris office
Polaris office
Polaris Showroom
Auditorium Entrance
Rest room
Rest room
Fire Wall
Garage Door
Youth Entrance
Polaris office
Lobby
Children / Youth
Info Desk
Exit Door
Exit Door
Exit Door
First Floor Level



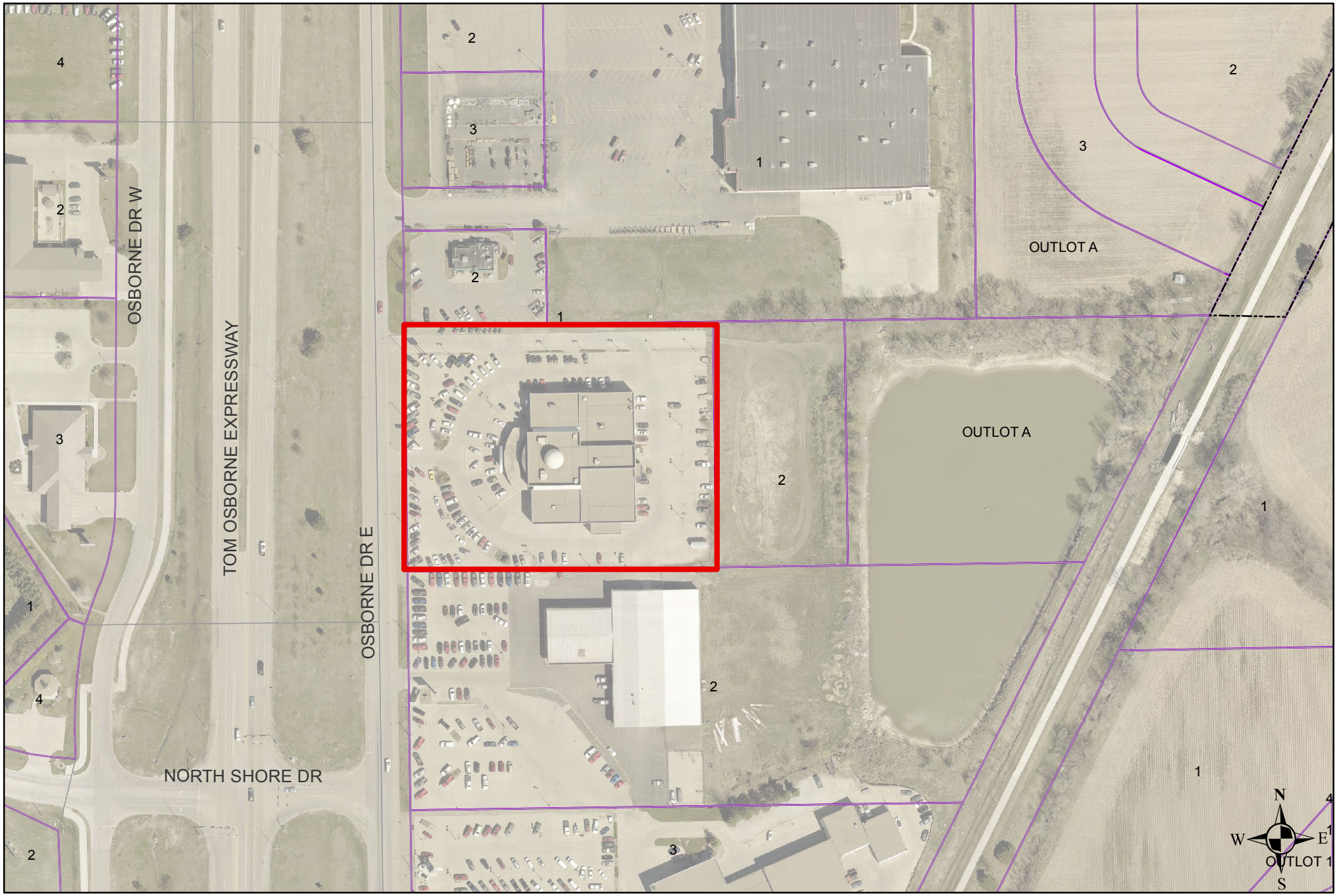
Play (k)


why



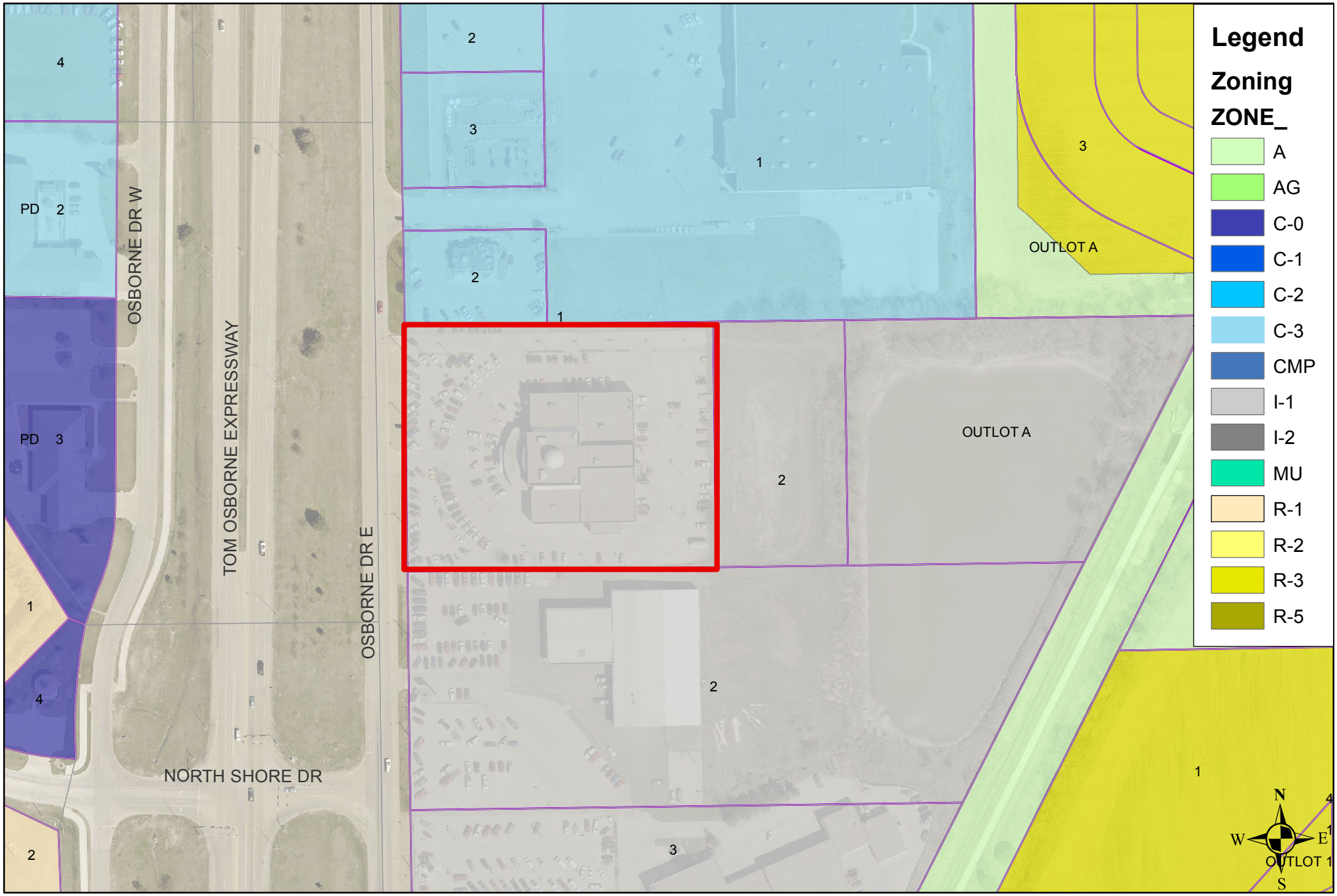
Lifehouse Vicinity Map

HASTINGS
DEVELOPMENT SERVICES



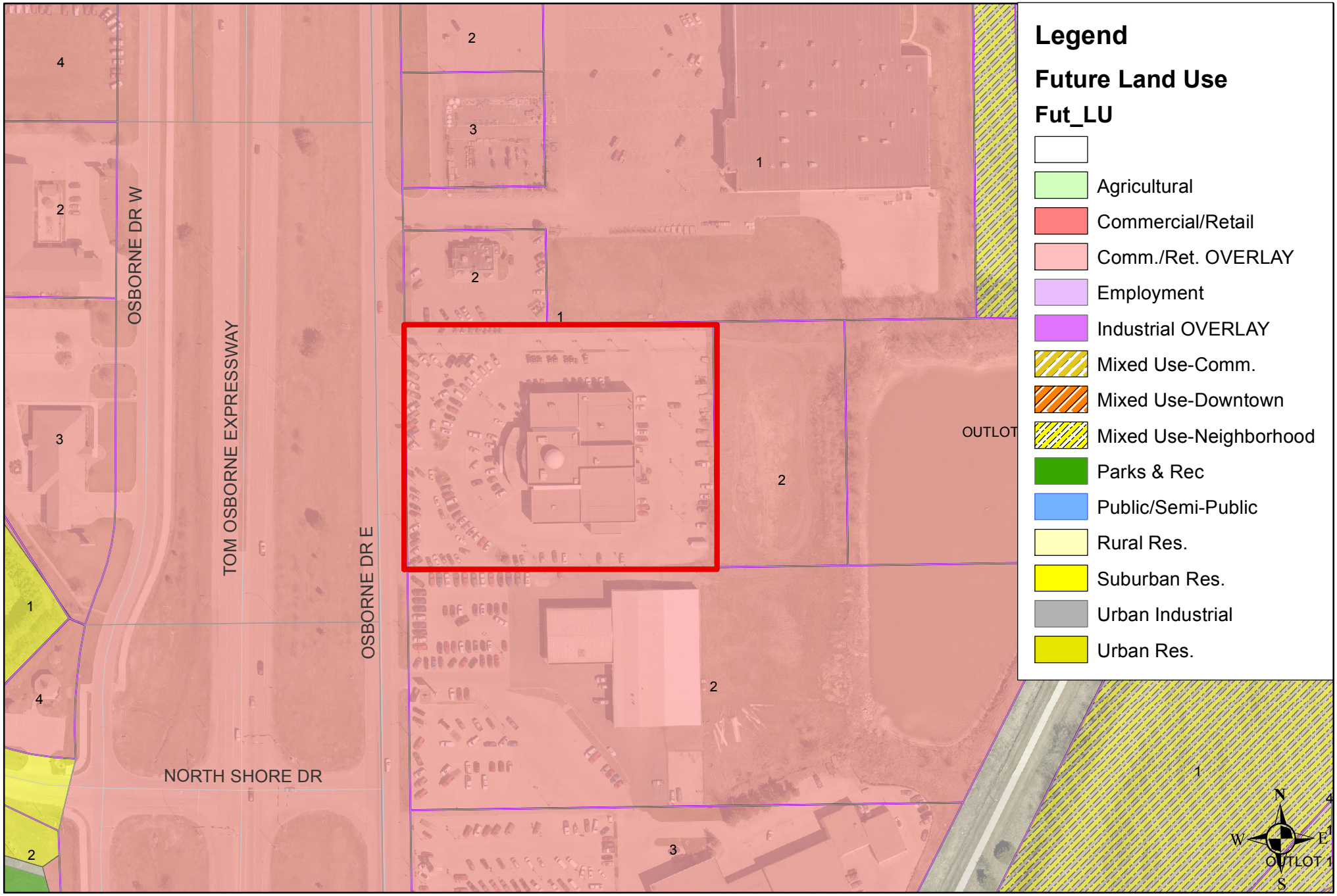
Lifehouse CUP Aerial Map

HASTINGS
DEVELOPMENT SERVICES



Lifehouse CUP Zoning Map

HASTINGS
DEVELOPMENT SERVICES



Lifehouse CUP Future Land Use Map

HASTINGS
DEVELOPMENT SERVICES

RESOLUTION NO. 2019-27

WHEREAS, the City of Hastings Municipal Code establishes regulations, requirements, and specific conditions for approving and issuing Conditional Use Permits (CUP) for development projects that require conditional approval by resolution approved by the Mayor and City; and

WHEREAS, Lifehouse Church has submitted an application for the approval of a CUP for a church and associated accessory uses property located at 2850 Osborne Drive East, in the City of Hastings, Adams County, Nebraska; and

WHEREAS, both the Hastings Planning Commission and City Council have conducted public hearings as required by law and the Planning Commission has recommended approval of the CUP with certain conditions to be included as part this Resolution;

NOW THEREFORE, in consideration of the foregoing recitals, the Mayor and City Council of the City of Hastings, Nebraska, do hereby adopt the following resolution:

BE IT RESOLVED by the Mayor and City Council of the City of Hastings, Nebraska, does hereby approve a Conditional Use Permit for a church and associated accessory uses on property located at 2850 Osborne Drive East, in the City of Hastings, Adams County, Nebraska, and legally described as:

Lot 1 of P&L Spady Subdivision of the City of Hastings, Adams County, Nebraska,

subject to the following conditions:

1. Project is anticipated to be a phased project. No phase shall be occupied until all required life safety improvements specific to that that phase are completed and approved by the City of Hastings officials;
2. Any and all subleases shall be reported to the Development Services Department prior to lease execution. Subleases will be individually approved administratively based on compliance with city code and occupancy compatibility with the primary use and will require a site plan and description of use;
3. The following uses are conditionally approved subject to administrative approval prior to initial use, submittal of site plans and other required documentation, and compliance with all applicable State of Nebraska regulations and City of Hastings codes in effect at the time of initial use:

   (a) Daycare use;

   (b) Short-term, emergency housing;

   (c) Limited, medium-term transitional housing;

   (d) storage without rental fees for the primary user and approved subleases only;

(e) sublease to the existing Polaris dealership, including limited motor service repair;

(f) sublease to the existing car wash;

(g) sublease to a coffee shop;

(h) sublease to a fitness service; and

(i) sublease to leadership training services.

PASSED AND APPROVED this _____ day of _____, 2019.

_____
Mayor

ATTEST:

_____
City Clerk

(S E A L)

Approved as to form: _____
City Attorney

Department: Development Services
Staff Contact: Donald Threewitt
Council Meeting Date: 6/10/2019

AGENDA ITEM SUMMARY SHEET

Description of Item:

Public hearing on a request to consider amendments to Section 34.309 "Signs."

Names of People/Business affected by this action:

The people of Hastings, businesses, and the City.

Why Council action is required:

Changes to City Code Chapter 34 "Zoning" require a recommendation by Planning Commission and City Council adoption by Ordinance.

Type of action requested:

Ordinance

Suggested motion:

Motion to adopt Ordinance No. 4XXX amending Hastings City Code Section 34-309, Signs.

Deadlines associated with action:

Department head comments:

Upon introduction of the code, staff identified five concerns which should be addressed. Two proposed changes were introduced by industry professionals during the sign code approval process, but were too late to include in the original approval. Three additional changes are proposed to address unforeseen consequences upon implementation. Four of the five changes add leniency and flexibility to the code. The fifth addresses an implementation problem.

The changes are:

General Regulations 34.309.02 (B) ii.b.1, (Pg. 10): Removal of specific prohibited colors of internally illuminated signs;

Table 34.309.04 (A) i, (Pg. 15): Removal of Pole signs as by-right in Agriculture districts;

Table 34.309.04 (A) ii, (Pg. 16): Increase the number of signs allowed on large-lot commercial

sites;

Table 34.309.04 (B), (Pg. 17): Increase the allowed copy size on canopy signs from 6 square feet to 20% of the face of the awning; and increase the number of wall signs allowed.

The Hastings City Planning Commission voted to recommend approval at the regular meeting on 5/20/19.

City Administrator comments:

Recommend approval.

ORDINANCE NO. 4594

AN ORDINANCE OF THE CITY OF HASTINGS, NEBRASKA, TO AMEND SECTION 34-309.02, AND 34-309.04OF THE OFFICIAL CITY CODE DEALING WITH SIGNS; TO REPEAL ANY ORDINANCE IN CONFLICT HEREWITH; AND TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

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

SECTION 1. That Section 34-309.02 and 34-309.04 of the Official City Code be and the same are hereby amended to read as shown on the attached Exhibit "1".

SECTION 2. That any ordinance passed and approved prior to the passage of this ordinance, and in conflict with its provisions, is hereby repealed.

SECTION 3. This ordinance shall take effect and be in full force from and after its passage, approval and publication in pamphlet form, said effective date being the ____day of _____, 2019, and this Ordinance shall be included in the Hastings City Code Book.

PASSED AND APPROVED this _____ day of _____, 2019.

_____

ATTEST: Mayor

_____

City Clerk

(S E A L)

APPROVED TO FORM:

_____

City Attorney

EXHIBIT "1"

34.309. Signs; purpose and applicability.

A. Purpose. The purpose of this section of the City of Hastings Zoning Code is to:

   i. Provide for accurate identification, information, and advertisement in an orderly manner;

   ii. Improve the visual quality, integrity, and safety of gateways and corridors within Hastings as well as neighborhoods adjacent to these areas; and

   iii. Preserve the character and integrity of the overall community through the regulation of location, size, and design of signs within the City's jurisdiction.

B. Applicability.

   i. A sign or any part of a sign erected within the zoning jurisdiction of the City of Hastings must comply with the provisions of this chapter, other relevant provisions of the City of Hastings' Municipal Code, and applicable building codes.

   ii. Conflicting regulations. This chapter is not meant to repeal or interfere with enforcement of other sections of the City of Hastings' Municipal Code. In cases of conflict between code sections, state, or federal regulations, the more restrictive regulation(s) shall apply.

34-309.01. Definitions.

The following definitions shall be used for words and terms contained in this chapter that are not otherwise defined in the Hastings City Code including the Comprehensive Land Use Plan. Definitions of specific sign types referenced in this code are found under the general definition of "Sign Type" below.

A. *Abandoned Sign:* A sign, including sign face and supporting structure, which contains no sign copy on all sign faces for a continuous period of six months or is located on a site where a business, profession, or service is no longer operating.

B. *Auxiliary Design Elements:* A term which describes secondary characteristics of a sign including its method of illumination and other features within the bounds of its basic shape.

C. *City of Hastings Outdoor Advertising Sign Registry:* A list of all outdoor advertising signs that is maintained by the Building Services Division detailing location, ownership, and size of all billboard signs.

D. *Clearance (Figure 1)*: The distance from the bottom of a sign face and the grade below.

Figure 1: Sign Clearance

Figure 2: Double-faced Sign

E. *Detached Sign:* A sign which is self-supporting and structurally independent from any building.

F. *Double-Faced Sign (Figure 2):* A sign consisting of no more than two parallel or near parallel faces supported by a single structure. Typically, double-faced signs are meant to be viewed from two opposite directions of travel.

G. *Flashing Sign:* A sign which has a lighting source or lighting element that periodically illuminates or is not maintained stationary or constant in intensity or color at all times when the sign is in use, usually in a manner intended to draw the attention of the viewer.

H. *Footcandle:* a unit of measurement for a total amount of light cast on a surface (illuminance). One footcandle is equivalent to the illuminance produced by a source of one candle at a distance of one foot. Vertical footcandle is the measurement on a vertical surface. Horizontal footcandle is a measurement on a horizontal surface.

I. *Frontage:* The length of a property line of any one premises abutting and parallel to a public street, private way, or court.

J. *Illuminance:* The amount of luminous flux per unit area in the English system, equal to one lumen per square foot, and measured in foot candles. The metric system uses the lux. One footcandle equals approximately 0.1 (0.093) lux.

K. *Illumination:* Lighting sources installed for the primary purpose of lighting a specific sign or group of signs.

L. *Lumen:* A derived unit of luminous flux equal to the amount of light emitted per second in a unit solid angle of one steradian from a uniform source of one candela.

M. *Marquee:* A permanent roofed structure attached to and supported by a building and extending over public right-of-way.

N. *Maximum Permitted Sign Area:* The maximum permitted area of a single sign or sign type allowed on a specific property.

O. *Moving Sign:* A sign which conveys its message through rotating, changing, or animated elements.

P. *Nonconforming Sign, Legal:* A sign that was legally erected prior to the adoption of this chapter but which violates the regulations of this chapter.

Q. *Nonconforming Sign, Illegal:* A sign that was illegally erected after the adoption of this chapter or which violates the regulations of this chapter.

R. *Numeric Display Signs:* On-premise signs which display numeric information only, such as

temperature displays and fuel price displays. The numeric information may be changed electronically or manually.

S. *Premises:* A tract of one or more lots or sites which are contiguous and under common ownership or control.

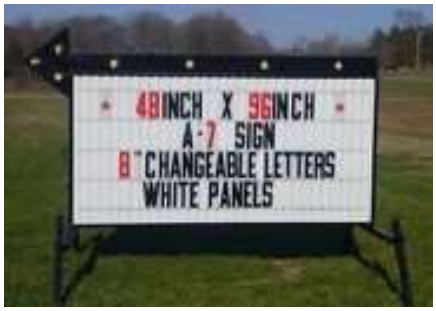
T. *Sign:* A symbolic, visual device fixed upon a building, vehicle, structure, or parcel of land which is intended to convey information.

U. *Sign Type:* A functional description of the use of an individual sign. Specific sign types are described below:

Type and Definition	Category	Example
i. Banner Sign - A temporary sign composed of lightweight material; often used in a non-permanent setting such as to announce a grand opening, sale, or special event.	Temporary; may be attached or freestanding	
ii. Billboard Sign – A larger than normal pole sign directing attention to services, products, or information whether or not related to a use or occupant on the same property.	Freestanding sign	
iii. Blade Sign – A temporary sign available in numerous shapes and sizes but typically in the shape of a feather, teardrop, or rectangular flag.	Temporary, portable sign	
iv. Building Marker Sign – A plaque or sign board attached to, carved into, or painted on a building face identifying the building, commemorating an event, or providing information to pedestrians on the property.	Integral sign or attached sign	

Type and Definition	Category	Example
v. Canopy/Awning Sign - A sign painted on, woven in, or attached to a canopy or awning. Canopies and awnings are roof-like covers that project from the wall of a building providing cover over a door, window, or patio or, in the case of canopies, are freestanding for the purposes of shielding from the elements such as over a service station island or sidewalk. Canopies and awnings may be made of fabric, plastic, or metal. The terms canopy and awning signs do not include marquee signs.	Attached sign	
vi. Drive-thru Sign – A permanent sign, whether attached or freestanding, that provides information on products or services or otherwise facilitates a business transaction at a drive-thru service location.	Attached or freestanding sign	
vii. Electronic Message Sign - A sign that uses computer-generated messages or some other means of changing the words or message. These signs also include lamps, LEDs, LCDs, or flipper matrix.	Attached or freestanding sign	
viii. Flag Sign - Signs emblazoned on any type of flag intended to be displayed in a free-flowing manner.	Temporary; may be attached or freestanding	

Type and Definition	Category	Example
ix. Ground Sign - A sign created or painted directly on the ground, including rocks, without a man-made support structure.	Integral sign	
x. Hanging Sign - A hanging sign is wholly dependent upon a canopy, arcade, or building projection located above a pedestrian walkway to which it is attached.	Attached sign	
xi. Iconic/Historic Sign - A sign that has been designated by the City Council as a historic feature or landmark of a building or the community, or one that has become so important to the community that it is valued long after its role as a commercial marker has ceased.	Attached or free-standing sign	
xii. Marquee Sign - A permanent canopy projecting over an entrance that is often illuminated and ornate and which incorporates a permanent large changeable message center.	Attached sign	

Type and Definition	Category	Example
xiii. Monument Sign - Any permanent freestanding sign that is detached from a building or structure and sits on the ground on a sol- id-appearing base with no exposed structural supports.	Freestanding sign	
xiv. Pole Sign - A freestanding sign visibly supported by one or more poles that are placed on or anchored permanently in the ground or other surface independent from any building or other structure.	Freestanding sign	
xv. Portable Sign – A freestanding and self-supporting moveable sign normally placed near a public street.	Temporary free-standing sign	
xvi. Poster Sign – A type of portable sign mounted on stakes or spikes intended to be stuck into the ground and used as a freestanding temporary sign.	Temporary free-standing sign	
xvii. Projecting Sign - A sign that is wholly or partly dependent upon a building for support and that projects at an angle away from the building so that the leading edge extends more than six inches beyond the building wall.	Attached sign	

Type and Definition	Category	Example
xviii. Roof Sign – A building-mounted sign erected upon or completely over the roof of a building or extending above a parapet or cornice	Attached sign	
xix. Sidewalk Sign - A free-standing and self-supporting moveable sign designed to be displayed on a sidewalk or area outside of and adjacent to a place of business and oriented towards pedestrians and slow-moving traffic.	Portable, temporary, freestanding sign	
xx. Street Banner Sign – A temporary banner sign installed by the city over a public street.	Freestanding sign	
xxi. Vehicular Sign - A sign affixed to a vehicle in such a manner that the sign is used primarily as a stationary advertisement for the business on which the vehicle sits and the sign is not otherwise incidental to the vehicle's primary purpose.	Temporary, portable sign	

Type and Definition	Category	Example
xxii. Wall Sign - A building-mounted sign attached to, displayed, or painted on an exterior wall in a manner parallel with the wall surface, which does not project more than 16 inches from the wall surface.	Attached sign	
xxiii. Wayfinding Sign - A type of sign that allows users to find their way, using information provided along the travel path.	Attached or free-standing sign	
xxiv. Window Sign - A sign that is painted on, attached to, or suspended directly behind or in front of a window or the glass portion of a door.	Attached sign, temporary sign	

Sign Category Definitions
xxv. Attached Sign – a sign that is physically attached to a building.
xxvi. Freestanding Sign – a sign that is detached from a building and has a support structure made of permanent material.
xxvii. Integral Sign – a type of sign created from the material or made a part of the building or structure to which it is attached.
xxviii. Portable Sign – A freestanding and self-supporting moveable sign normally placed near a public street.

Type and Definition	Category	Example
xxix. Temporary Sign – any sign not permanently affixed or attached to a building, structure or the ground that can be moved or removed without special handling.		

V. *Street Facade:* Any separate external face of a building, including parapet walls and omitted wall lines, oriented to and facing a public street, a private street, or court (excluding alleys).

Section 34-309.02. General Regulations.

A. Nonconforming Signs. A legal nonconforming sign, so long as it remains lawful, may continue to be used subject to the following provisions:

i. No such sign may be enlarged or altered in a way which increases its nonconformity; however, reasonable repairs and alterations may be permitted.

ii. Should 50% or more of any sign face be damaged or destroyed, or the sign structure compromised in a manner that poses a health and safety risk or requires reconstruction, the sign shall not be reconstructed except in conformity with the provisions of this title.

iii. Existing billboards may continue pursuant to 34.309.03(B) provided they meet the requirements found in 34.309.06 of this section. No new billboards shall be permitted under these regulations.

B. Design elements applicable to all signs

i. Vision-clearance area (Figures 3 and 4). No sign or sign structure shall be built to a height of more than two feet above the established curb grade on the part of the lot within a vision clearance zone. The vision clearance zone shall be as defined in Hastings City Code Section 34-305(4)(d).

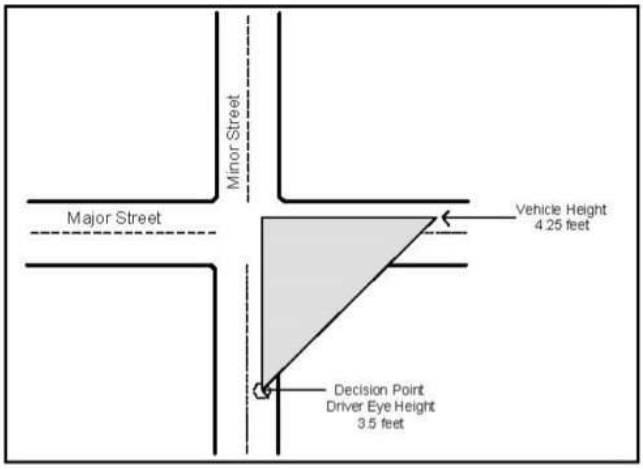


Figure 3: Heights Pertaining to Sight Triangles

Source: National Association of City Transportation Officials

Figure 4: Obstructed and Unobstructed Sight Triangles

No landscaping shall be planted in such area which will materially obstruct the view of drivers approaching the street intersection.

ii. Sign illumination.

a) External illumination. When installed, the light source must be positioned in such a manner that light does not trespass onto an adjoining property or onto a public street or highway, in accordance with the lighting provisions of Section 34-305(5) and the following standards:

1. Signs less than six feet in height may be illuminated from above provided the light fixture is no taller than the top of the sign and fully shielded, or lighted with ground-mounted lights that are fully shielded.
2. Signs more than six feet in height may be illuminated only from above provided the light fixture is no taller than the top of the sign and fully shielded.
3. Wall signs may be illuminated with ground-mounted lights provided the lights are fully shielded.
4. Ground mounted light fixtures shall not be visible from the opposite side of the sign.
5. Light fixture lamps used to externally illuminate a sign shall not be visible from vehicular travel lanes, adjacent public rights-of-way, or adjoining properties.

b) Internal illumination. The average surface illumination of any sign face from dawn to dusk shall not exceed 3.0 foot candles. Additionally, the following internal illumination standards apply:

1. Outdoor internally-illuminated advertising signs must either be constructed with an opaque background and translucent text and symbols, or with a colored background and generally lighter text and symbols.
2. Neon signs shall be treated as internally illuminated signs for the purposes of this Code. Neon lighting extending beyond the area considered to be the sign area shall conform to all lighting provisions of Section 34-305(5).

c) Illumination curfew. Illuminated signs shall be equipped with a sensor, timer or other device to automatically adjust the day/night light intensity levels in accordance with these standards. Night time illumination shall not exceed 0.3 foot candles over ambient lighting conditions.

d) Electronic copy.

1. Electronic copy shall be programmed in a way that no sign shall flash or blink and the image, message or lighting pattern shall hold for a minimum of ten seconds between transitions.
2. The transition from one image or display to the next must be accomplished in two seconds or less; fading, scrolling or dissolving effects may be used.
3. Signs having electronic copy shall not be located within 150 linear feet of a property located within an R-1 Single-Family residential zoning district, or within 150 linear feet of a residence within an A Agriculture, R-1A Single-Family Large Lot Residential, or R-1S Single-Family Suburban Acreage Residential zoning district.
4. Sign animation is not permitted with the following exception: with administrative approval, animation of up to five seconds per minute for a maximum of 50% of the sign face may be permitted when the primary use on a subject property/parcel is one of the following:
   - Indoor entertainment or recreation facility;
   - Performing arts or cultural arts facilities;
   - Public museums;
   - Entertainment venues.

iii. Sign Face.

a) When a sign is permitted more than one sign face, the angle created by the two faces shall not exceed 15 degrees.

b) For the purposes of this section, separate faces of a building oriented in the same direction or within 45 degrees of one another are considered part of the same street facade.

C. Maintenance. All signs shall be maintained in a good state of repair, including, but not limited to, the structural components, the lighting, if any, the portion attaching the sign to the ground or structure, and the surface features.

D. Method of Measurement.

i. Maximum permitted sign area. Maximum permitted sign area is set forth as a numerical limit on the size of an individual sign face.

ii. Sign Area.

a) Sign area includes the entire area within the perimeter enclosing the extreme limits of the sign, excluding any structure essential for support or service of the sign, and architectural elements of the building.

b) The sign area for ground signs and monument signs is calculated as the area enclosing the extreme limits of copy only (Figure 5).

c) In the case of individual letters or unique-shaped emblems mounted to a wall, the area of extreme limits of the copy/shape is considered to be the sign area (Figures 6 and 7).

iii. Height. The height of a sign is measured from the average grade level below the sign to the topmost point of the sign or structure (Figure 8).

iv. Setback. The setback of a sign is measured from the property line to the line projected to the ground plane of the nearest portion of the sign.

E. Prohibited signs. The following signs are prohibited in all zoning districts:

i. Signs or sign structures which resemble, imitate, simulate, or conflict with traffic control signs or devices included in the Manual of Uniform Traffic Control Devices, which otherwise mislead or confuse persons traveling on public streets, which create a traffic hazard, or which violate any of the provisions of Section 60-6,127 or Section 60-6,128 of the Nebraska Rules of the Road or any other applicable State statutes.

ii. Signs which create a safety hazard by obstructing the clear view of pedestrians or vehicles, or which obscure official signs or signals.

iii. Signs which contain lights, electronic copy or transitions that flash, blink, rotate or are otherwise animated. Illumination levels controlling brightness and minimum required hold time for electronic information

Figure 5: Sign Area

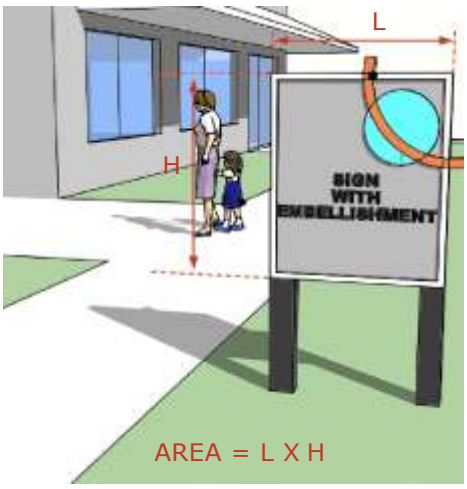


Figure 6: Sign Area (emblems)

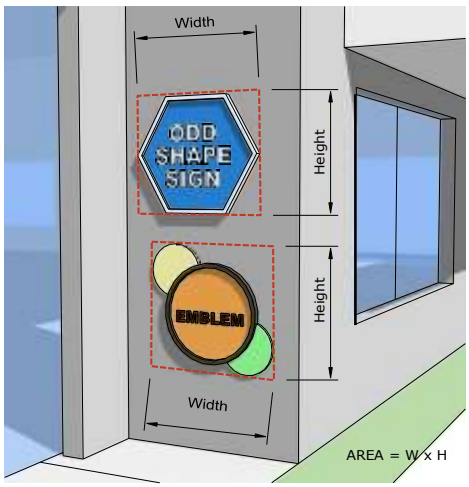


Figure 7: Sign Area (letters)

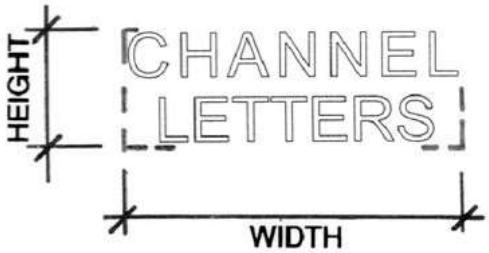
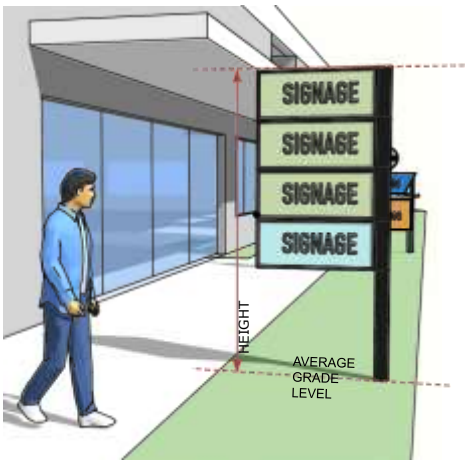


Figure 8: Sign Height



signs shall comply with Section 309 (3)(c)(ii) of this Chapter.

iv. Signs that move, flutter, rotate or contain parts which move by motorized or similar mechanical means. This prohibition shall not apply to flags which move and flutter with wind.

v. Roof signs.

vi. Any vehicular sign, or sign attached to a trailer parked on public or private property, with the exception of the following:

a) The primary purpose of such vehicle or trailer is not the display of signs;

b) The signs are magnetic, decals or painted upon an integral part of the vehicle or trailer and do not break the silhouette of the vehicle;

c) The vehicle or trailer is in operating condition, currently registered and licensed to operate on public streets (where applicable), and actively used or available for use in the daily function of the business to which the sign(s) relate.

vii. Any animated sign except those permitted in 34.309.03(B)(ii)(d)(4).

34-309.03. Sign Permit Process

A. Applicability.

i. A sign permit, approved by the Building Official, shall be required before the erection, construction, alteration, placing, or locating of all signs conforming with this title.

ii. Except as otherwise provided in this Chapter, it shall be unlawful for any person to erect any sign in the City or its two-mile extraterritorial jurisdiction without first obtaining a sign permit for each sign. The regulations set forth in this section shall not be construed to require any permit for a change of copy on any sign, repair or repainting, cleaning and other normal maintenance or repair of a sign or sign structure for which a permit has previously been issued, so long as the sign or sign structure is not modified in any way.

B. Exempt Signs

The following signs shall be allowed without a sign permit and shall not be included in the determination of the type, number, or area of permanent signs allowed within a zoning district, provided such signs comply with the district requirements found in Section 34.309.05 below.

i. Poster signs.

ii. Wayfinding signs.

iii. Building marker signs including addresses and private drive identification.

iv. Signs erected or required by government agencies or utilities, including street banner

signs, traffic, utility, safety, railroad crossing, and identification or directional signs for public facilities.

v. Signs inside a building, or other enclosed facility, which are not meant to be viewed from the outside and are located more than three feet from the window.

vi. Holiday and seasonal decorations.

vii. Emblems of a religious, civil, philanthropic, historical or educational organization.

viii. Security and warning signs, not to exceed two per property.

ix. Flags.

x. Seed or crop identification signs.

C. Application process.

i. Plans submittal. A copy of plans and specifications shall be submitted to the Building Official for each sign regulated by this title. Such plans shall include:

a) A description and measurement(s) detailing the size of sign face(s) and structural components, including information showing how the proposed sign will meet height, clearance, projection and all other applicable design standards;

b) A site plan detailing sign location and showing how the proposed sign will meet all required setbacks;

c) A description of the materials to be used and such other data as may be required for the Building Official to determine compliance with this title;

d) Information regarding the source of any sign illumination including, but not necessarily limited to, its location, intensity, and color;

e) When an electronic message sign is proposed, the plan shall include information disclosing the luminous intensity of the sign for both day and night illumination in accordance with these regulations as well as the viewing interval and transition time; and

f) When requested by the Building Official, the applicant shall furnish a certification of the structural integrity of the sign and its installation by a registered professional engineer with specialization in structures.

ii. Timeline for review. Once a complete application for a sign permit is received, the Building Official shall review and make a determination on the application within 15 workings days of receipt.

iii. Approval, denial, additional information requested. The Building Official shall approve or deny an application for a sign permit based upon compliance with these regulations. The Building Official may request additional information from an applicant to make a determination within the timeframe set forth in Section (ii) above.

iv. Application fees. Each application for a sign permit shall be accompanied by any applicable fees established by the City Council.

v. Appeals. Any person or persons aggrieved by the decision of the Building Official to approve or disapprove a sign permit, as provided by this title, may appeal such decision to the Board of Adjustment as provided by Section 34-701 et seq.

D. Sign master plan. A master plan is required for properties located within an AHD, PD, CMP or AP district. The master plan shall identify all proposed signage on a parcel in the manner set forth under 34.309.04(C)(i) above and include the anticipated timeline for installation. A sign master plan shall not permit sign types not otherwise allowed in the underlying district.

34-309.04. Sign Type and District Requirements.

A. District requirements.

i. Sign types permitted by district are described below. For non-residential uses allowed in a residential district, permitted sign types are required to comply with the all applicable design standards set forth in 34.309.05(B):

SIGN TYPE	DISTRICTS PERMITTED																	
	AG	RESIDENTIAL						COMMERCIAL				INDUS-TRIAL		SPECIAL				
	A	R-1	R-1A	R-1S	R-2	R-3	R-4	C-O	C-1	C-2	C-3	I-1	I-2	CMP	PD	FD	AP	AHD
Monument	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	Signs associated with underlying zoning district as permitted	X
Pole								X	X	X	X	X	X	X	X	X		
Banner	X					X	X	X	X	X	X				X	X		X
Canopy/awning	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X
Marquee									X	X	X					X		
Billboard	X										X	X	X	X	X			
Wall	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X
Flag	X	X	X	X	X	X	X	X	X	X	X				X	X		X
Iconic/historic	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X
Window	X	X	X	X	X	X	X	X	X	X	X				X	X		X
Hanging	X	X	X	X	X	X	X	X	X	X					X	X		X
Projecting	X							X	X	X					X	X		X
Portable	X										X	X	X	X	X	X		
Poster	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X
Drive-thru								X	X	X	X					X		X
Wayfinding	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X
Ground	X							X	X	X	X	X	X	X	X	X		X
Building Marker	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X
Sidewalk							X	X	X	X	X			X	X	X		X
Street Banner	X	X	X	X	X	X	X	X	X	X	X			X	X	X		X
Electronic Message										X	X	X	X	X	X	X		

ii. Number of signs permitted by premise. The following table identifies the number of total signs allowed on any single property. Signage may include any combination of types of signs permitted within the district, but the total number of signs on a property shall not exceed the number below.

DISTRICT TYPE	TOTAL # SIGNS ALLOWED
Agriculture	3 per lot (under 5 AC) or 2 per 100 linear ft. (over 5 AC)
Residential	4
Commercial	5
Industrial	5
Special	Determined by Master Plan

iii. Pole and monument sign dimensions.

Pole Signs

Lot Frontage (linear ft.)							Maximum Height (ft.)	Maximum Area per face (sq. ft.)
0’	50’	100’	150’	200’	250’	300’		
							35’	250’
							25’	200’
							15’	150’

Monument Signs

Zoning District								Maximum Height (ft.)	Maximum Area per face (sq. ft.)
A	R	C-O	C-1	C-2	C-3	I-1	I-2		
								12’	192’
								8’	96’
								6’8”	48’

B. Design standards.

Sign Type	Maximum Number Allowed	Max. # of Sign Faces	Maximum Height (ft.)	Minimum Clearance (ft.)	Maximum Projection (ft.)	Maximum Area per face (sq. ft.)	Min. Setback (Ft.)	
							Right-of-Way (ROW)	Project Boundary or Property Line
Banner	1 per frontage	1	6 ft.*	6'8"	N/A	32 sq. ft.	N/A	N/A
	Notes: A banner sign is intended to be temporary in nature and used as an interim measure for a) new businesses awaiting permanent sign approval or b) additional signage announcing an event or activity. Banners falling into category (a) are allowed on premise for up to 90 days; banners falling into category (b) are allowed on premise for up to 30 days, 4 times per year. *Applies to height of a ground-mounted banner sign.							
Billboard	2 per mile*	2	35 ft.	12 ft.	N/A	378 sq. ft.	25 ft.**	25 ft.
	Notes: *Measured section line to section line, regardless which side of the road the billboard is on. ** No part of a billboard shall extend more than 5 ft. into the setback from a public right-of-way line.							
	Existing billboards shall be regulated according to provisions found in Section 34.610 regarding legal non-conforming signs. New billboards are prohibited.							
Blade	3 signs per frontage	2	15 ft.	N/A	N/A	32 sq. ft.	Setback shall be equal to the height of the sign wherever possible.	
	Notes: Signs should be securely anchored into the ground or secured in a portable base designed for such function. Blade signs may be allowed on premise for up to 30 days, 4 times per year.							
Building Marker	1 per frontage	1	N/A	N/A	6 in.	10 sq. ft.	N/A	N/A
	Notes: None							
Canopy/Awning	2 per canopy/awning	2	12 ft.**	6'8"	6 ft.*	10 sq. ft. (canopy/20% of face (awning) copy	May extend into setback.	
	Notes: *Maximum projection does not apply when canopy is freestanding, such as at a service station. **For freestanding canopies the maximum height is 18 ft.							
Creative Sign	1 per lot	N/A	N/A	N/A	N/A	N/A	Setback shall meet the requirements of the district.	
	Requires review and approval by the City Council following the process set forth in 34.309.06(D).							
Drive-thru	2 per lane	1	12 ft.	12 ft.*	12 in.**	36 sq. ft.	N/A	N/A
	Notes: *Minimum clearance only applies to drive-thru signs spanning a lane; signs placed adjacent to lanes have no minimum clearance requirement. **Maximum preojection only applies to drive through signs placed adjacent to lanes.							
Electronic Message	See notes	See notes	See notes	See notes	See notes	See notes	See notes	See notes
	Notes: Follow district requirements and design standards pursuant to pole or moument signs, and all other applicable guidance found within these regulations.							
Flag	1 per frontage	2	30 ft.*	6'8"	6 ft.	15 sq. ft.	N/A	N/A
	Notes: *Height restriction applies to freestanding poles; flags attached to a building or structure shall not extend higher than 12 ft.							
Ground	1 per parcel	1	12 in.	N/A	N/A	10 sq. ft.	N/A	N/A
	Notes: None							
Hanging	1 sign per public entrance	2	12 ft.	6'8"	N/A	10 sq. ft.	N/A	N/A
	Notes: Hanging signs shall be suspended from the underside of a structure, such as a canopy or marquee.							
Iconic/Historic	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Notes: Requires a recommendation from the Adams County Historical Society, review and approval by the planning commission following the procedure and criteria outlined in Section 34.309.06 B and D(i).							
Marquee	2 per marquee	2	15 ft.	12 ft.	5 ft.	10 sq. ft. /face	5 ft.	3 ft.
	Notes: None							
Monument	1 per frontage	2	See notes*	N/A*	N/A	See notes*	5 ft.	5 ft.
	Notes: See chart for lot frontage, height, and area. *Maximum clearance permitted is 12 in. measured between ground and bottom of sign, if supported by a frame or structure.							
Pole	1 per frontage	2	See notes*	6'8"	N/A	See notes*	5 ft.	5 ft.
	Notes: See chart for lot frontage, height, and area.							
Poster	N/A	2	3 ft.	N/A	N/A	8 sq. ft.*	5 ft.	3 ft.
	Notes: Signs shall be temporary and allowed on premise for up to 30 days, 4 times per year. *Maximum sign area is 4 sq. ft. in residential and agricultural districts							
Projecting	1 per public entrance	2	12 ft.	6'8"	4 ft.	10 sq. ft.	N/A	N/A
	Notes: None							
Sidewalk	1 per business	2	5 ft.	N/A	N/A	15 sq. ft.	N/A	N/A
	Notes: Signs must be placed to accommodate a minimum 5-foot pedestrian clear zone on the sidewalk. Sidewalk signs are not permitted if there is no sidewalk. Signs may only be displayed during business hours.							
Street Banner	N/A	2	24 ft.	18 ft.	N/A	144 sq. ft.	N/A	N/A
	Notes: A street banner may be permitted temporarily for up to 15 consecutive days per event.							
Wall	75% of total number allowed	1	N/A	N/A	12 in.	See notes*	N/A	N/A
	Notes: Wall signs shall be attached to a wall and shall not extend above the parapet or eave of the building. Wall signs shall be of non-combustible materials, unless the building is constructed as a Type II-B building, as defined in the building code adopted by the City of Hastings, except that sign faces may be of combustible plastics. *Maximum sign area is limited to 6 sq. ft. in all residential districts, 50 sf in C-O, 60 sf in C-1, 10% of building facade in A, and 20% in C-2 through I-2 inclusive.							
Wayfinding	1 per access; 1 per critical decision point	2	3 ft.	6'8"	3 ft.	6 sq. ft.	N/A	N/A
	Notes: None							
Window	1 sign per window pane	1	N/A	N/A	N/A	30% coverage of total window area	N/A	N/A
	Notes: Limited to the first floor of any building. Signs must be of a permanent nature, otherwise they will be regulated as a poster sign (see above).							

Special Provisions.

A. Billboards. Existing billboards are permitted as legal nonconforming signs in Districts AG, C-3, I-1 and I-2 provided that no billboard is located:

   i. Within 300' of any residential zoning district;

   ii. Within 150' from the right-of-way line of any road intersection measured in any direction from the right-of-way line;

   iii. Within 250' from the right-of-way line of any road intersection measured in any direction from the right-of way line provided this restriction shall not apply to the intersection of frontage roads with state highways;

   iv. Within a 750' radius of another billboard, or within a 1,500' radius of another billboard in the extra-territorial jurisdiction;

   v. Within 500' of the property line of: a National Register historic site/district boundary; school; church; hospital; care facility; cemetery; public building, park or playground or within 1,000' of these same property boundaries in the extra-territorial jurisdiction; and

   vi. No existing billboard is allowed when a property zoned Agriculture, Residential, C-O, C-1 or C-2 is located between the billboard and the roadway to which the billboard is oriented.

B. Iconic and Historic signs. City Council may declare that an existing sign makes a significant artistic or historic contribution to the community or neighborhood in which it is located. This declaration, which may be made only at the request of the owner or lessee of the sign, entitles its owner or lessee to continue using the sign subject to the maintenance requirements of this section.

C. Temporary signs.

   i. Temporary signs are intended to be removed or replaced within a period of six consecutive months or less.

   ii. All temporary signs shall be maintained in sound condition. Any sign that exhibits deterioration of structure or materials may be removed subject to the provisions of this section.

   iii. The Director of Development Services and his/her authorized officers shall order the correction or removal of any sign in violation of the provisions of this section following the notice of violation process established in these regulations.

   iv. Any sign placed on, in, or over any public property, including public right-of-way and easements, without the written consent of the public authority having jurisdiction over the property, shall be subject to removal and forfeit without notice.

   v. All temporary signs associated with a date or time-specific event shall be removed within 48 hours of the end of the event.

vi. A single applicant may apply for a blanket authorization for temporary signs which will be in effect for six months or until the end of a specified event, and may be renewed.

D. Creative Sign Program. The purpose of the Creative Sign Program are to encourage signs of unique design that exhibit a high degree of thoughtfulness, imagination, inventiveness, spirit and sense of place; and provide a process for the application of sign regulations in ways that will allow creatively designed signs that make a positive visual contribution to the overall image of the City.

i. Application, Review and Approval Process.

a) A creative sign application will be processed in accordance with the process for a Conditional Use Permit.

b) The application shall include all information and materials required by the department. In addition to applicable criteria required for review as a conditional use, the applicant shall narrate and sufficiently demonstrate how the proposed creative sign would contribute the following:

1. A substantial aesthetic improvement to the site;
2. A positive visual impact on the surrounding area by enhancing the character of the building and site;
3. Unique design exhibiting a high degree of thoughtfulness, imagination, inventiveness, and spirit; and
4. Strong visual character through the imaginative use of graphics, color, texture, quality materials, scale, and proportion.

c) The applicant shall also demonstrate how the sign contains at least one of the following contextual elements:

1. Creative image reflecting current or historic character of the city;
2. Symbols or imagery relating to the use of the property; or
3. Inventive representation of the use, name, logo, structure, or business.

d) Architectural Criteria. The sign shall utilize or enhance the architectural elements of the building; and be placed in a logical location in relation to the overall composition of the building's façade or surrounding structures or uses, not covering any key architectural features.

Department: Engineering
Staff Contact: David Wacker
Council Meeting Date: 6/10/2019

AGENDA ITEM SUMMARY SHEET

Description of Item:

Cloud Hosting/Managed Services for GIS Website

Names of People/Business affected by this action:

City of Hastings
Hastings Utilities
Adams County
ROK Technologies

Why Council action is required:

Approval of Agreement

Type of action requested:

Motion

Suggested motion:

That the Mayor & Council approve the Agreement for Cloud Hosting/Managed Services.

Deadlines associated with action:

The GIS Committee would like to start this project in July 2019.

Department head comments:

The GIS Committee and Information Technology representatives from both the City and County have decided that it is in the best interest of the group to host the GIS Website in a Cloud Hosting and Managed Services platform instead of buying hardware that is in need of replacement due to age and capacity.

This agreement will be $22,120 for Year 1 and $16,620 for Year 2 and subsequent years. All costs fall within the GIS Interlocal agreement and will be equally shared 3 ways by each the City of Hastings, Hastings Utilities, and Adams County.

City Administrator comments:

Recommend approval.

SLA/TOS for City of Hastings, NE

Cloud Hosting/Managed Services for ArcGIS Enterprise

Prepared By: Carey Jenkins, ROK Technologies

5/20/2019

Service Level Agreement

ROK Technologies, LLC (ROK) is pleased to present this Service Level Agreement to City of Hastings, NE (City of Hastings, NE.) to provide ROK's Activate and Perform GIS Managed Cloud Services. This agreement outlines the Cloud Environment, ongoing management and set-up fees that will be provided by ROK Technologies, LLC for City of Hastings, NE.

Infrastructure and Services

ROK's Activate Managed Service

Activate includes all of the set up and migration support needed to get up and running successfully in the AWS environment.

- Set-Up the AWS Environment based on the specifications outlined in the Managed Cloud Environment.
- Install and Configure 10.6.1 in AWS environment
- Migrate existing on-premise ArcGIS Services and data into the new AWS/10.6.1 environment
- Perform testing and QC
- Setup distributed collaboration with ArcGIS Online
- Setup of sharing and groups
- Configure named users
- Configure Active Directory
- Versioning
- Train GIS and IT staff

City of Hastings, NE AWS Cloud Environment

Cloud Environment: Keep in mind that your infrastructure footprint in the Cloud can scale up or down as you enhance or modify your GIS requirements. ROK will work with you during the first 3 months, and as an ongoing partner throughout the contract terms to ensure that you are utilizing your cloud resources in the most cost-effective way possible.

Production Environment - High Performance / Memory Optimized	
1 - ArcGIS Server	1 - 4 vCPUs 16GB RAM
1 – ArcGIS Staging Server	1 – 4 vCPUs 16 RAM
1 – Portal	1 – 4 vCPUs 16 RAM (50% Usage)
1- Web Server	1 – 2 vCPUs 4 GB RAM
Storage - Production Environment	
ArcGIS Server	200 GB SSD 150MBs/sec | 400 GB Snapshot
Portal	300 GB SSD 225MBs/sec | 400 GB Snapshot

**Back-Up / snapshots are taken every 12 hours and storage is retained for 2 weeks*

ROK's Perform Managed Services

Perform monitors and manages your day to day cloud operations. Services include:

Cost Analysis & Scaling | The ROK Team of experts work to assess your current and future hardware needs to develop a scalable plan that helps you forecast, and stay on budget. Each month we measure and monitor your costs and Right Size your infrastructure when needed so you don't spend more than you need.

Reporting & Analytics | With ROK Managed Services, you have access to the data we are using to manage your infrastructure. We will provide your organization a monthly summary of key performance metrics, including operational activities, events and their respective impact, as well as recommendations to optimize platform usage.

Incident Management | ROK Managed Services monitors the overall health of your infrastructure resources, and handles the daily activities of investigating and resolving alarms or incidents. Committed to a 2 hr maximum response time, in the event of an instance failure, our team would take appropriate action to help minimize or avoid service interruption.

Security Management | ROK protects your information assets to help keep your Cloud infrastructure secure. With anti-malware protection, intrusion detection, and intrusion prevention systems, ROK's Managed Services manages security policies per stack, and is able to quickly recognize and respond to any intrusion.

Application Server Upgrades and Patches | ROK's Managed Services Team fully maintains your entire Enterprise stack. This includes installing and configuring patches, updates and new services. ROK will also upgrade your software to the latest stable version of ArcGIS Enterprise. ROK is your GIS Managed Services Partner that handles all of the administration saving you valuable time and headaches.

OS Updates and Patches | ROK's Managed Services takes care of all of your OS patching activities to help keep your resources current and secure. When updates or patches are released from your OS vendors our team applies them in a timely and consistent manner to minimize the impact on your business. Critical security patches are applied as needed, while others are applied based on the patch schedule you request.

Total Cost of Contract

Services	Cost
Perform Managed Cloud Services – *all monthly cloud infrastructure, and managed services activities.*	$1,385.00 p/mo
Activate One-Time Set-Up Fee	$5,500.00
Total Cost est. Year 1	**$22,120**
Total Cost est. Year 2	**$16,620**

**Annual Managed Services Costs are due no more than 7 days prior to the contract year start date. All One-time fees will be invoiced upfront and are due 30 days from invoice date. These are estimated costs.*

Contract Terms: Annual

Start Date 07/01/2019 **End Date** 06/31/2020

By: _____

Signature of person signing

___Alex Coleman, EVP Sales & Marketing_____ ___5/20/2019____
Print name and title of person signing Date

CLIENT: _City of Hastings, NE

By: _____
Signature of person signing

_____ _____
Print name and title of person signing Date

This Agreement is subject to the ROK Terms of Service Agreement.

ROK Terms of Service Agreement

This Terms of Service Agreement, together with the Service Level Agreement , Acceptable Use Policy, any other documents referenced herein and any amendments signed between the parties (collectively, this "Agreement") is made between ROK Technologies, LLC, a South Carolina limited liability company ("ROK") and City of Hastings, NE, (collectively "you" or "your" or "I") is effective _____(the "Effective Date"). The Effective Date of Completion is_____.

BY EXECUTING AND DELIVERING THE TERMS OF SERVICE AGREEMENT, YOU EXPRESSLY AGREE TO AND CONSENT TO BE BOUND BY ALL THE TERMS OF THIS AGREEMENT.

1. **Definitions**

"**Acceptable Use Policy**" or "AUP" means the ROK Acceptable Use Policy as of the date you sign the Agreement, as such policy may be amended from time to time by ROK.

"**Business Day**" means 8:00 a.m. – 5:00 p.m. Monday through Friday, United States eastern time, excluding federal public holidays in the United States.

"**Confidential Information**" means all information disclosed by one of us to the other, whether before or after the effective date of the Agreement, that the recipient should reasonably understand to be confidential, including: (i) for you, all information transmitted to or from, or stored on, the ROK cloud system, (ii) for ROK, unpublished prices and other terms of service, server configuration designs, and other proprietary information or technology, and (iii) for both of us, information that is marked or otherwise conspicuously designated as confidential. Information that is developed by one of us on our own, without reference to the other's Confidential Information, or that becomes available to one of us other than through violation of the Agreement or applicable law, shall not be "Confidential Information" of the other party.

"**Fees**" means the Setup Fees, Service Fees, Recurring Fees, and Non-Recurring Fees.

"**Non-Recurring Fees**" mean those fees set forth in the Agreement that are due when and if a Service is utilized, such as additional bandwidth used by you during the term of this Agreement.

"**PII**" mean Personal Identifiable Information.

"**Recurring Fees**" mean those fees set forth in the Agreement that are due on a recurring basis throughout the term of this Agreement.

"Service Fees" means the applicable billing fees for the services described in the scope of work.

"**Service Commencement Date**" means that date upon which you are given access by ROK to begin using the Services. "Service Level Agreement" means the ROK Service Level Agreement; as such agreement may be amended from time to time by ROK.

"**Services**" means those services requested by you and provided by ROK as set forth in the Agreement.

"**Setup Fees**" mean those fees set forth in the Agreement that are due and represent the initial fees necessary to initially set up and configure the Services.

"**Support**" means the telephone and other technical support provided by ROK about the Services.

2. **ROK Obligations**

Subject to your compliance with all the terms and conditions of this Agreement, ROK shall provide the Services and Support to you during the term of this Agreement in accordance with the commitments made in the Service Level Agreement and in accordance with applicable law.

3. Your Obligations

You agree to do each of the following: (i) comply with applicable law and the Acceptable Use Policy; (ii) pay when due the fees for the Services; (iii) use reasonable security precautions in light of your use of the Services, including encrypting any PII transmitted to or from, or stored on, the ROK Services you use; (iv) cooperate with ROK's reasonable investigation of outages, security problems, and any suspected breach of the Agreement; (v) keep your billing contact and other account information up to date; and (vi) immediately notify ROK of any unauthorized use of your account or any other breach of security.

4. Fees

Your initial invoice may include any Setup Fees and the pro-rated portion of the Recurring Fees from the Service Commencement Date until expiration of the Recurrence Period. Thereafter, ROK will invoice you in advance for the Recurring Fees and in arrears for the Non-Recurring Fees at the beginning of each month.

5. Payments

Payment for Services is due within thirty (30) days of your receipt of the invoice. Any amount not paid when due will bear late payment interest at the rate of 1.5% per month from five (5) days after the due date until paid. You shall be liable for all costs and expenses incurred by ROK in collecting amounts that are past due, including reasonable attorneys' fees.

You must notify ROK in writing of any disputed Fees within sixty (60) days of the invoice date for such Fees. If you do not notify ROK within such period, you have waived any right to dispute such amounts, either directly or indirectly or as a set-off, or defense in any action or efforts to collect amounts due to ROK. The notice must include the invoice number in dispute, the item(s) and amount(s) disputed and a complete description of the basis for you withholding payment. Notice of any dispute does not release you from the obligation of paying any remaining balance of the invoice under the terms specified.

Upon resolution of the dispute, ROK will apply a credit to Fees due from you or you will pay the total amount outstanding referenced in the dispute. Any disputed charge resolved in ROK's favor shall be liable to accrue late payment fees beginning ten (10) days after the resolution of the dispute.

6. Suspension of Services

You acknowledge and agree that ROK may suspend providing the Services to you, in whole or in part, without liability if (i) you fail to pay the Fees due ROK for a period of sixty (60) days after the date of your receipt of the invoice, (ii) you are in violation of the Acceptable Use Policy, (iii) you fail to reasonably cooperate with ROK's investigation of any suspected breaches of this Agreement, (iv) ROK reasonably believes that the servers hosting the Services have been accessed or manipulated by a third party without your or ROK's consent, (v) ROK reasonably believes that suspension of the Services is necessary to protect the ROK environment generally, or (vi) ROK is obligated to suspend Services via subpoena, court order or otherwise as required by law. ROK may restrict access to your data stored on ROK's servers during any suspension. We will give you reasonable notice of a suspension under this paragraph and a chance to cure the grounds on which the suspension is based, unless we determine, in our reasonable commercial judgment, that a suspension on shorter or contemporaneous notice is

necessary to protect ROK or its other customers from imminent and significant operational or security risk. In the event of any suspension of Services pursuant to subsections (i), (ii) or (iii), you shall pay ROK a reconnection fee of $150.00 as a condition of reactivation of the Services, in addition to full payment of the balance due on the account, including late payment interest, if any. IN THE EVENT ROK TAKES ANY ACTION PURSUANT TO THIS SECTION, IT SHALL HAVE NO LIABILITY TO YOU OR ANYONE CLAIMING BY OR THROUGH YOU. Nothing herein shall preclude ROK from pursuing other remedies available by statute or otherwise permitted by law.

7. Termination for Convenience

Termination for convenience of this Agreement prior to the Effective Date of Completion, must be in writing. If we terminate your service for nonpayment or other default before the end of the Agreement, or if you terminate your service for any reason other than what is outlined in Section 8 below, you will be subject to an Early Termination Fee. The Early Termination Fee will be equal to 50% of the remainder of the Agreement. Termination of the Agreement within sixty (60) days of the Effective Date of Completion will be subject to an Early Termination Fee equal to the remainder of the Agreement. Early Termination Fee is calculated based from the date of termination to the Effective Date of completion and is prorated to the day. The Early Termination Fee is not a penalty, but rather a charge to compensate us for your failure to satisfy the Agreement on which your rate is based. AFTER THE EFFECTIVE DATE OF COMPLETION, THE AGREEMENT SHALL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS UNTIL EITHER PARTY GIVES NOTICE PURSUANT TO THE TERMINATION PROVISION BELOW.

8. Termination for Breach without limiting your right to early termination

Pursuant to Section 7, you may terminate this Agreement in the event of a material breach by ROK upon no less than fifteen (60) days' prior written notice and opportunity to cure such material breach. Without limiting ROK's rights to suspend the Services pursuant to Section 6, ROK may terminate this Agreement in the event of a material breach by you upon no less than fifteen (60) days' prior written notice and opportunity to cure such material breach. Notwithstanding the foregoing, ROK may terminate this Agreement immediately if you violate the Acceptable Use Policy, whether you subsequently cure such violation. Expiration or termination of this Agreement shall not relieve your requirement to pay Fees for Services provided prior to the effective date of termination.

9. Migration and Deletion of Data Upon termination of Services

Content and any other data shall be deleted if notice is not received within 30 days of termination. If notice is received, data may be migrated at your expense, including charges for time and materials at ROK's standard hourly rates, and only after payment of storage fees for the period subsequent to termination.

10. Maintenance

ROK may from time to time conduct routine tests, maintenance, upgrade, or repair on any part of the network, and ROK shall use commercially reasonable efforts to give you prior notice thereof. You acknowledge that there may be instances where it is not practicable for ROK to give notice of a disruption, for example, in the event of an emergency, and ROK shall be entitled to disrupt the Services to conduct restoration and remedial works without prior notice

11. Unauthorized Access to Your Data or Use of the Services

ROK is not responsible to you for unauthorized access to your data or the unauthorized use of the Services unless the unauthorized access or use results from ROK's failure to meet its security obligations stated in the Agreement. You are responsible for the use of the Services by any employee of yours, any person to whom you have given

access to the Services, and any person who gains access to your data or the Services because of your failure to use reasonable security precautions, even if you did not authorize such use.

12. Confidential Information

Each party will safeguard and keep confidential all Confidential Information of the other and will return the other's Confidential Information upon request, except to the extent further retention of such Confidential Information is necessary for a party to perform any post-termination obligations or exercise any post-termination rights under this Agreement. Each party agrees to safeguard the other's Confidential Information using measures that are equal to the standard of performance used by the Non-Disclosing party to safeguard its own Confidential Information of comparable value, but in no event less than reasonable care. Neither party will use any Confidential Information of the other party for any purpose except to implement its rights and obligations under this Agreement and as otherwise expressly contemplated by this Agreement; provided, however, that if any party or its representatives is requested or required to disclose any Confidential Information by a subpoena or court order, that party will promptly notify the other party (unless prohibited by such subpoena or order) of such request or requirement so that the other party may seek an appropriate protective order or other appropriate relief and/or waive compliance with provisions of this Agreement, and if, in the absence of such relief or waiver hereunder, any party or its representative are, in the opinion of its counsel, legally compelled to disclose Confidential Information, then that party may disclose so much of the Confidential Information to the person compelling disclosure as is, according to such opinion, required, without liability hereunder.

13. Limited Warranty

ROK represents that it shall provide the Services in compliance with its Service Level Agreement. EXCEPT FOR THIS WARRANTY, ROK AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE SERVICES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PURPOSE, TITLE, AND NON-INFRINGEMENT, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. ROK SPECIFICALLY DISCLAIMS ANY WARRANTY THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. FURTHER, ROK MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, AND SHALL HAVE NO LIABILITY WHATSOEVER, WITH RESPECT TO THE ACCURACY, DEPENDABILITY, PRIVACY, SECURITY, AUTHENTICITY, OR COMPLETENESS OF DATA TRANSMITTED OVER THE INTERNET, OR ANY INTRUSION, VIRUS, DISRUPTION, LOSS OF COMMUNICATION, LOSS OR CORRUPTION OF DATA, OR OTHER ERROR OR EVENT CAUSED OR PERMITTED BY OR INTRODUCED THROUGH THE INTERNET OR THE SERVERS UPON WHICH THE SERVICES ARE PROVIDED. YOU ARE SOLELY RESPONSIBLE FOR IMPLEMENTING ADEQUATE FIREWALL, PASSWORD, AND OTHER SECURITY MEASURES TO PROTECT YOUR SYSTEMS, DATA, AND APPLICATIONS FROM UNWANTED INTRUSION, WHETHER OVER THE INTERNET OR BY OTHER MEANS.

14. Limitation of Liability

EXCEPT FOR ROK'S GROSS NEGLIGENCE OR WILFUL MISCONDUCT, AND ITS LICENSOR'S EXCEPT TO THE EXTENT SET FORTH IN THE SERVICE LEVEL AGREEMENT, ROK SHALL HAVE NO LIABILITY SHOULD THERE BE ANY DELAY IN THE PROVISION OF THE SERVICE. ROK AND ITS LICENSORS SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR OTHER INDIRECT DAMAGES, OR FOR LOST PROFITS OR LOST DATA ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICES OR ANY DATA SUPPLIED THEREWITH OR ANY FAILURE OR DELAY IN DELIVERING THE SERVICES, EVEN IF ROK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ACKNOWLEDGE AND AGREE THAT UNDER NO CIRCUMSTANCE SHALL ROK ASSUME ANY LIABILITY OR RESPONSIBILITY TO YOU FOR SUSPENSION OF SERVICE TO THE EXTENT PERMITTED BY THIS AGREEMENT

15. Indemnification

ROK shall defend, indemnify and hold you, your affiliates or any of your or their respective employees, agents or suppliers, harmless from and against any and all costs, liabilities, judgments, actions, losses and expenses (including, but not limited to, reasonable attorneys' fees and fees of experts) (collectively, "Losses") arising out of any threatened or actual claim, suit, action, arbitration or proceeding (collectively, "Claims") by any third party arising out of or relating to (i) ROK's gross negligence or willful misconduct or (ii) a claim that the Services as provided by ROK under this Agreement infringe upon the United States patent or copyright of a third party; provided that (a) you give ROK prompt written notice of the claim, (b) you permit ROK sole control over the defense and settlement of the claim, and (c) you reasonably cooperate with ROK in the defense and/or settlement of the claim. You shall defend, indemnify and hold ROK, its affiliates or any of its respective employees, agents or suppliers, harmless from and against any and all Losses arising out of or relating to (i) your gross negligence or willful misconduct or (ii) your violation of the Acceptable Use Policy or the law; provided that (a) ROK gives you prompt written notice of the claim, (b) ROK permits you sole control over the defense and settlement of the claim, and (c) ROK reasonably cooperates with you in the defense and/or settlement of the claim. Your obligation under this Section 15 include claims arising out of acts or omissions by your employees, users and any other person who gains access to the Services because of your failure to use reasonable security measures.

16. Ownership of Intellectual Property

Software; Hardware and IP Addresses Each of us shall retain all rights, title, and interest in and to each party's respective intellectual property rights, including without limitation, all patents, inventions, trademarks, copyrights, and trade secrets. Any intellectual property used, developed, or otherwise reduced to practice in providing the Services to you shall be the sole and exclusive property of ROK and/or its licensors, unless we specifically agree in writing otherwise. You acknowledge and agree that you do not acquire any ownership interest in any of the servers or other hardware used to provide the Services hereunder. Similarly, we do not acquire any ownership interest in the content or data that you store on the servers or transmit via the Services. You acknowledge and agree that third-party software and hardware are used in the provision of Services. Accordingly, you agree to abide by the terms and conditions of any end user licenses or other agreements relating to the use of such hardware or software. You acknowledge and agree that any IP addresses that ROK may assign to you regarding the Services are registered to and owed by ROK and upon any expiration or termination of this Agreement, you agree to release and cease using any such IP addresses.

17. Miscellaneous

a. Non-Solicitation

During the term of this Agreement and for a period of one (1) year thereafter, you shall not solicit or hire the services of any employee or subcontractor of ROK without the prior written consent of ROK.

b. Force Majeure.

ROK shall not be deemed to be in breach of this Agreement and shall have no liability hereunder if its obligations are delayed or prevented by any reason of any act of God, war, terrorism, fire, natural disaster, accident, riots, acts of government, shortage of materials or supplies, failure of any transportation or communication system, non-performance of any of your agents or your third-party providers (including, without limitation, the failure or performance of common carriers, interchange carriers, local exchange carriers, internet service providers, suppliers, subcontractors) or any other cause beyond its reasonable control.

c. Notice of Claim and Filing of Suit.

You must present any claim in writing to ROK within a reasonable time, and in no event longer than sixty (60) days after the event for which the claim is presented so as to permit the parties to attempt to resolve the claim. All applicable statute of limitations as established by law shall apply.

d. Notices.

Except to the extent that notices may be sent by electronic mail as specifically set forth in this Agreement, notices under this Agreement will be sufficient only if (i) mailed by certified or registered mail, return receipt requested, (ii) sent by internationally recognized overnight carrier or (iii) personally delivered. Notices shall be deemed delivered upon receipt by the other party. Notices to you shall be sent to the mailing address associated with your account. Notices to ROK shall be sent to ROK Technologies, LLC., 1 Carriage Lane #B201, Charleston, SC 29407 Attn: Legal. Either party may change their notices address by written notice to the other party.

e. Survival.

The provisions of Sections 1, 11, 12, 13, 14, 15 and 16 shall survive any termination or expiration of this Agreement.

f. Authority; Assignment.

You acknowledge that you have the authority to enter into this Agreement on behalf of your company and that you may authorize other individuals to purchase additional services. This Agreement binds any of your authorized users, as well as your successors, and assigns.

This Agreement may not be assigned by you without the prior written consent of ROK, which shall not be unreasonably withheld or delayed.

g. Governing Law; Jurisdiction.

This Agreement is governed by the laws of the State of Nebraska excluding its conflicts of laws principles and venue shall be proper and shall lie exclusively in the Superior Court of Adams County, Nebraska.

h. General

This Agreement, together with the Service Level Agreement, Acceptable Use Policy, any other documents referenced herein and any amendments signed between the parties, constitutes the entire understanding between ROK and you with respect to subject matter hereof. Terms and conditions as set forth in any purchase order which differ from, conflict with, or are not included in this Agreement, shall not become part of this Agreement unless specifically accepted by ROK in writing.

i. Scope of Services

ROK will provide you with application development services as mutually agreed upon and described in the attached Statement of Work. The parties may use this Agreement for multiple Statements of Work. Each Statement of Work must reference this Agreement.

Statements of Work will be written documents setting forth at a minimum:

- A complete, sufficiently-detailed description of the types of development services to be rendered;
- The applicable billing rates for the development services to be rendered (Services Fees); and

- Any additional terms and conditions to which the parties may agree.

The parties contemplate that it may be desirable to make changes to the Statement(s) of Work. Before performing any work associated with any such change, a written Change Order shall set forth the necessary revisions to the Statement(s) of Work, and the parties, shall agree in writing that such work constitutes a change from the original Statement of Work, as amended, and that they further agree to the change provisions set forth in the Change Order. Each Change Order shall be numbered serially and executed by you and ROK

Executive Staff of yours and ROK and will review the status of the Services, Statement(s) of Work, Change Orders, invoices and estimates as may be required. A written status report will be produced regarding the review. You and ROK agree to execute and maintain copies of these status reports.

Service Level Agreement

This Service Level Agreement (the "SLA") is an integral part of your agreement with ROK Technologies, LLC, a South Carolina limited liability company ("ROK") for the provision of services (collectively the "Services") set forth on the ROK Terms of Service Agreement.

This SLA defines the terms of our responsibility with respect to the Services that we provide (the "Service Commitments") and your remedies if we fail to meet these Service Commitments. This SLA and the refunds set forth herein (the "Service Credits") represent ROK's sole obligation and your sole remedy for our failure to meet such Service Commitments. The Service Commitments under this SLA are as follows:

Network Uptime

ROK guarantees 99.9% network uptime for our public Internet network, excluding scheduled maintenance. Notwithstanding the foregoing, you recognize that the internet is comprised of thousands upon thousands of autonomous systems that are beyond the control of ROK. This SLA and the 99.9% Network Uptime Service Commitment cover the provision of access by ROK to the global internet "cloud". Routing anomalies, asymmetries, inconsistencies, and failures of the Internet outside of the control of ROK can and will occur, and such instances shall not be considered any failure of the 99.9% Network Uptime Service Commitment. ROK proactively monitors network uptime. The results of these monitoring systems shall provide the sole and exclusive determination of network uptime

Infrastructure Uptime

ROK guarantees that the critical infrastructure systems will be available 99.9% of the time in each month, excluding scheduled maintenance. Critical infrastructure systems include all power and HVAC infrastructure, including UPS, PDU and cabling. Critical infrastructure systems do not include any software or services running on a server, nor do they include any server hardware. ROK proactively monitors infrastructure availability. The results of these monitoring systems shall provide the sole and exclusive determination of infrastructure availability.

Host Uptime

ROK guarantees the functioning of all server hosts, including compute, storage, and hypervisor. If a server host fails, we guarantee that restoration or repair will be complete within one hour of problem identification. If a server migration is required because of server host degradation, we will notify you at least 24 hours in advance of beginning the migration, unless we determine, in our reasonable judgment, that we must begin the migration sooner to protect your server data. Either way, we guarantee that the migration will be complete within three hours of the time that we begin the migration. ROK proactively monitors host uptime. The results of these monitoring systems shall provide the sole and exclusive determination of host uptime.

Backup Responsibility

ROK performs database backups nightly as part of this agreement. Static web applications are backed up on a weekly basis.

ROK may modify any aspect of this SLA upon thirty (30) days' prior notice. Should you wish to terminate this Agreement because of such modification, you may do so by sending a notice of termination via an email to sales@roktech.net any time prior to the effective date of such modification and no Early Termination Fees will apply. Absent such termination notice, the modified SLA shall apply from the effective date for as long as you continue to retain Services from ROK.

Acceptable Use Policy

This Acceptable Use Policy (the "Policy" or "AUP") is an integral part of your agreement with ROK Technologies, LLC, a South Carolina limited liability company ("ROK") for the provision of services (collectively the "Services") set forth on the ROK Terms of Service Agreement.

This Policy is designed to help protect ROK's customers from irresponsible and/or illegal activities. The Policy is a non-exclusive list of the actions prohibited by ROK, and ROK reserves the right to modify the Policy at any time, effective upon notice to you. ROK reserves the sole and absolute right to interpret, apply, define, and implement this Policy.

Illegal Use

Any use of ROK Services in a manner which is defined or deemed to be statutorily illegal is a direct violation of ROK's AUP. This includes, but is not limited to: death threats, terroristic threats, threats of harm to another individual, multi-level marketing scheme, "Ponzi schemes", invasion of privacy, credit card fraud, racketeering, defamation, slander, and other common illegal activities.

Export Regulations

You represent and warrant that you are not on the United States Department of Treasury, Office of Foreign Asset Controls list of Specially Designated National and Blocked Persons and are not otherwise a person to whom ROK is legally prohibited to provide the Services. You may not use the Services for the development, design, manufacture, production, stockpiling, or use of nuclear, chemical or biological weapons, weapons of mass destruction, or missiles, in a country listed in Country Groups D: 4 and D: 3, as set forth in Supplement No. 1 to the Part 740 of the United States Export Administration Regulations, or as otherwise prohibited by law, nor may you provide administrative access to the Service to any person (including any natural person or government or private entity) that is located in or is a national of any country that is embargoed or highly restricted under United States export regulations.

Offensive Content

You may not use any ROK Service to distribute content or links to content that ROK reasonably believes:

- Constitutes, depicts, fosters, promotes, or relates in any manner to adult content, including, without limitation, child pornography, bestiality, or nonconsensual sex acts;
- Is excessively violent, incites violence, threatens violence, or contains harassing content or hate speech;
- Is unfair or deceptive under the consumer protection laws of any authority, including chain letters and pyramid schemes;
- Is defamatory or violates a person's privacy;
- Creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security or interferes with an investigation by law enforcement;
- Improperly exposes trade secrets or other confidential or proprietary information of another person;

- Is intended to assist others in defeating technical copyright protections;
- Infringes on another person's copyright, trade, or service mark, patent, or other property right;
- Promotes illegal drugs, violates export control laws, relates to illegal gambling or illegal arms trafficking;
- Is otherwise illegal or solicits conduct that is illegal under laws applicable to you or to ROK;
- Is otherwise malicious or fraudulent, or may result in retaliation against ROK by offended recipients; or
- Is intended to harass or threaten.

Child Pornography

ROK has a zero-tolerance policy on child pornography and related sites. The hosting of child pornography or related sites or contact information is in direct violation of federal law and ROK's AUP.

Denial of Service

ROK absolutely prohibits the use of services or network services for the origination or control of denial of service ("DoS") attacks or distributed denial of service ("DDOS") attacks. Any relation to DoS or DDoS type activity is a direct violation of ROK's AUP.

Server Abuse

Any attempts to undermine or cause harm to an ROK server or subscriber of ROK is strictly prohibited including, but not limited to:

- Logging into a server or account that you are not authorized to access;
- Accessing data or taking any action to obtain services or information not intended for you or your use without the consent of the owner;
- Tampering, hacking, modifying, or otherwise corrupting or breaching security or authentication measures without proper authorization;
- Transmitting material that contains viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines or engines with the intent or effect of damaging, destroying, disrupting, or otherwise impairing a computer's functionality or the operation of the ROK's systems;
- Monitoring data or traffic on any network or system without the express authorization of the owner of the system or network;
- Interfering with, intercepting, or expropriating any system, data, or information which you do not have the right to access; and
- Interfering with service to any user, host or network including, without limitation, by means of overloading, "flooding," "mailbombing," or "crashing" any computer system.

You agree that we may quarantine or delete any data stored on the ROK network if the data is infected with a virus, or is otherwise corrupted, and has the potential to infect or corrupt the network or other customers' data that is stored on the network.

IRC

We do not allow IRC, Egg Drops, BNC, or IRC bots to be operated on our servers or network. Files with references to IRC or any likeness thereof are prohibited. Also, any program that acts like an IRC server or that provide chat functions that run as background processes are not allowed.

Proxies

We do not allow proxy servers of any kind, whether for personal or business use. Files with references to any proxy or likeness thereof are prohibited.

Game Servers

We do not allow game servers (dedicated game server programs) of any kind.

Fraudulent Activities

ROK prohibits utilizing dedicated services or network services for fraudulent activities. Participation in fraudulent activities is in direct violation of state and federal law and ROK's AUP.

Distribution of Malware

ROK prohibits the storage, distribution, fabrication, or use of malware including virus software, root kits, password crackers, adware, keystroke capture programs and other programs normally used in malicious activity; provided, however, programs used in the normal ordinary course of business are deemed acceptable. As an example, a security company hosting at ROK analyzes the latest root kit for new security analysis/software.

Phishing

ROK strictly prohibits any activity associated with phishing or systems designed to collect personal information (name, account numbers, user names, passwords, etc.) under false pretense. Splash pages, phishing forms, email distribution, proxy email or any relation to phishing activities will result in immediate removal.

HYIP or Ponzi Schemes

High Yield Investment Plans or Ponzi schemes with the intent to defraud end users are illegal and not allowed on the network. This includes hosting, linking, and/or advertising via email websites or schemes designed to defraud.

You may not attempt to probe, scan, penetrate or test the vulnerability of an ROK system, subsystem, or network or to attempt to breach security or authentication measures, whether by passive or intrusive techniques, without ROK's express written consent.

IP Address Usage

You may only use IP addresses assigned to you by ROK about your ROK Services. You agree that if the ROK IP addresses assigned to your account are listed on an abuse database, you will be in violation of this AUP, and ROK may take reasonable action to protect its IP addresses, including suspension and/or termination of your Service, regardless of whether the IP addresses were listed because of your actions.

Bulk Mail

You may not use any ROK Service to send Bulk Mail. "Bulk Mail" means email messages of similar content that are sent to more than two hundred and fifty (250) recipients. Attempts to circumvent this restriction by breaking up bulk email over time, using multiple accounts, or other means will be a violation of this restriction. A mail message sent to other users within your domain names hosted on the ROK system is not considered Bulk Mail.

Unsolicited Mail

You may not send unsolicited email. Email is unsolicited if you have no pre-existing relationship with the recipient, unless the recipient has published or otherwise provided his or her email address in a manner which implies consent to receive the email. You may not send email of any kind to a person who has indicated that they do not wish to receive it. Any such email shall comply with all laws and regulations, including without limitation, the CAN SPAM Act.

Message Source

You may not obscure the source of your email in any manner, including by intentionally omitting, forging, or misrepresenting messages headers or return addresses.

Email Abuse Complaints

Complaints from email recipients and third-party abuse agencies (e.g. SpamHaus or Spamcop) shall be deemed proof of the facts stated therein unless you provide compelling evidence to the contrary. ROK shall have the right to terminate your mail service if we receive excessive or repeated complaints from your email recipients, regardless of whether you are in breach of this AUP or are otherwise at fault.

UseNet SPAM

The use of dedicated services to send, receive, forward, or post UseNet unsolicited email or posts is a direct violation of ROK's AUP. This includes UseNet services located within the ROK network or unrelated third-party networks.

Contact Information Filed with Domain Name Registrar

You must have valid and current information on file with your domain name registrar for any domain hosted on the ROK network. You agree that if you register a DNS record or zone on ROK managed or operated DNS servers or services for a domain of which you are not the registrant or administrative contact according to the registrar's WHOIS system, that, upon request from the registrant or administrative contact according to the registrar's WHOIS system, ROK may modify, transfer, or delete such records or zones

You, the customer, acknowledge that to facilitate efficient server management, inventory, and related activities, the ROK servers may include an ROK administrative account and password and/or an ROK daemon. All reasonable precautions are made by ROK to maintain the security of these tools and the privacy of client data. You will not tamper, hinder, delete or in any way change the functioning of these tools.

Disclosure to Law Enforcement

Occasionally, ROK is required by law to submit customer information to law enforcement officials when presented with a valid subpoena or order from a court or governmental entity. Information requested is disclosed as directed pursuant to the subpoena or order. ROK utilizes great care in keeping customer information safe and private and will only release information have described in the subpoena order. ROK will notify customer of the information request to the extent permitted by the subpoena or order.

Reporting Violation of the Acceptable Use Policy

ROK accepts reports of alleged violations of this AUP via techops@ROK-us.com. Reports of alleged violations must be verified and include name, contact information, IP address, and description of the violation. ROK owes no duty to third parties reporting alleged violations; provided, however, ROK will use commercially reasonable efforts to review all verified third-party reports and will take appropriate actions.

Disclaimer: ROK retains the right, at its sole discretion, to refuse new service to any individual, group, or business. ROK also retains the right to discontinue service to customers with excessive and/or multiple repeated violations. No credit will be available under ROK's Service Level Agreement for interruptions of service resulting from AUP violation.

IN WITNESS WHEREOF, the parties hereto have caused this ROK Terms of Service Agreement to be executed on their behalf by their respective representatives, each such representative having been first duly authorized so to act, as of the date and year first herein above written.

City of Hastings, NE	**ROK Technologies, LLC**
By:_____	By:_____
Name _____	Name: Alex Coleman
Title_____	Title: EVP of Sales and Marketing
Date_____	Date: 5/20/2019

Department: City Clerk
Staff Contact: Dave Ptak, Kim Jacobitz
Council Meeting Date: 6/10/2019

AGENDA ITEM SUMMARY SHEET

Description of Item:

Insurance Broker's Agreement

Names of People/Business affected by this action:

Citizens of Hastings

Why Council action is required:

The agreement is over $30,000

Type of action requested:

Motion

Suggested motion:

The Mayor and Council approve the Broker's Agreement with The Harry A. Koch Company to provide insurance broker services.

Deadlines associated with action:

Yes, we must begin insurance renewal process as soon as possible, to meet our budget deadline.

Department head comments:

Charlesworth Consulting assisted the cities of Hastings, Holdrege, Papillion and La Vista with a Request for Proposal for selection of an insurance broker. A total of six brokers responded. After review and discussions, Arthur J. Gallagher, The Lockton Companies, and The Harry A. Koch Company were chosen as finalists and interviewed on May 22, 2019. The selection of The Harry A. Koch Company was a unanimous decision made by the group.

Recommend approval.

City Administrator comments:

Recommend approval.

charlesworth consulting

1828 WALNUT STREET, SUITE 701
KANSAS CITY, MO 64108
(913) 851.4730
CHARLESWORTHCONSULTING.COM

June 1, 2019

Mr. David H. Ptak
City Administrator
City of Hastings
220 North Hastings Avenue
Hastings, NE 68901

Re: **Insurance Broker Services**
Property, Liability and Workers' Compensation
October 1, 2019

Mr. Ptak:

Our firm was retained by the Cities of Hastings, Holdrege, Papillion and La Vista (collectively the "Parties" or individually a "Party") to assist in the selection of a property, liability and workers' compensation insurance broker. Effective October 1, 2014, the Parties entered into an Insurance Group Interlocal Cooperation Agreement for the purpose of hiring an insurance broker to obtain a comprehensive array of insurance coverages, enabling the cities to cooperate on the basis of mutual advantage to obtain insurance cost savings. The initial broker service agreement was for a five (5) year period expiring on October 1, 2019.

Our firm issued a Request for Proposal (RFP) on behalf of each Party in compliance with each Party's procurement procedures, including a published public notice. Insurance brokers interested in participating contacted our firm and received the RFP.

Proposals were due on April 19, 2019 with a total of six (6) brokers responding. After review and discussing amongst the Parties, three (3) brokers were deemed to be finalist and interviewed on May 22, 2019. The finalists included Arthur J. Gallagher, The Lockton Companies and The Harry A. Koch Company. The broker fees proposed by each organization varied by less than 4%.

After careful review and consideration, the Parties are recommending, as supported by our firm, the selection of the Harry A. Koch Company as the insurance broker effective October 1, 2019. The broker service fee for the City of Hastings is $47,656 which is a 1.1% increase over the current broker fee. All insurance coverages will be provided net of commissions.

Mr. Ptak, on behalf of our firm, we sincerely appreciate the opportunity to work with the City on this project. If you or your governing body have any questions, please don't hesitate to contact anyone on our team.

Regards,

Charlesworth Consulting, LLC
/s/ James Charlesworth

James Charlesworth
President

JC/cs

AGREEMENT FOR
INSURANCE AGENCY / BROKER SERVICES

THIS AGREEMENT (hereinafter referred to as "Agreement") is made and entered into this 30th day of May, 2019 by and between the City of Hastings, Nebraska, a Nebraska municipal corporation (hereinafter referred to as "Hastings") and The Harry A. Koch Company (hereinafter referred to as "Broker") (collectively, hereinafter referred to as the "Parties").

WITNESSETH:

WHEREAS, insurance agency broker services are necessary to gain access to property, workers' compensation, and liability insurers; and

WHEREAS, Hastings, the City of Papillion, Nebraska (hereinafter referred to as "Papillion"), the City of La Vista, Nebraska (hereinafter referred to as "La Vista"), and the City of Holdrege (hereinafter referred to as "Holdrege"), (collectively, hereinafter referred to as the "Cities of Nebraska") issued a Request for Proposals for Insurance Agency/Broker Services dated April 19, 2019 ("RFP") attached to this Agreement as **Attachment A**, which describes the Cities of Nebraska's desired scope of work for an insurance broker, as specifically stated in the Scope of Work Section 2-1 ("Services") of the RFP; and

WHEREAS, Broker submitted a Proposal dated May 8, 2019 ("Proposal") attached to this Agreement as **Attachment B,** in response to the Cities of Nebraska's RFP; and

WHEREAS, Broker represents that it is capable and prepared to provide such Services.

NOW THEREFORE, in consideration of the foregoing recitals and the terms and conditions hereinafter set forth, the Parties hereto agree as follows:

ARTICLE 1 - TERM

The term of this Agreement shall commence October 1, 2019 and extend through September 30, 2020 unless otherwise terminated as provided in this Agreement. This Agreement may be extended by mutual agreement of the Parties for up to four (4) additional one (1) year terms by executing an Addendum at least twenty-one (21) days prior to expiration of this or any subsequent term.

ARTICLE 2 – AGREEMENT ADMINISTRATION

The Agreement shall be administered by Broker on behalf of City. Broker shall report directly to the City Administrator or his/her designee.

ARTICLE 3 - SERVICE TO BE PERFORMED BY BROKER

Broker shall perform the Services, as specifically stated in the RFP, and in accordance with provisions of Broker's Proposal, which shall be considered to be approved by City through the award of this Agreement to Broker, such that the insurance coverage for City shall become effective October 1, 2019. Not in limitation of the foregoing sentence, if any provision of Broker's Proposal is contrary to any part of the RFP and not expressly approved by City in this Agreement, said provision shall be deemed rejected by City and not part of this Agreement.

ARTICLE 4 – BROKER'S FEES AND PREMIUM PAYMENTS

City, in consideration of Broker's performance in accordance with this Agreement and the provision of Services outlined in the RFP, agrees to pay Broker a fee of $47,656, which is City's pro rata share of the total flat annual brokerage fee of $140,000 as set forth in the Proposal, for all services performed during the initial term of this Agreement. Broker shall bill City for its Services and duties herein quarterly in four (4) equal installments coinciding with City's fiscal year for budget purposes and City shall pay within thirty (30) days of receipt of each quarterly billing. The first bill for Broker's fee and any additional expenses, if any, shall be due no earlier than October 15th of any term as set forth in Article 1. If City should extend the Agreement for an additional term or terms as provided herein, the fee to Broker for terms 2 through 5 shall be the same as for the initial term. Invoicing and payment shall be handled in the same manner for all terms.

Broker shall issue a single invoice to City for the total of City's annual insurance premiums, unless otherwise agreed by the Parties. It is understood endorsement and audit invoices may occur from time to time and will be outside of the annual insurance premiums. Payments for the insurance premiums shall be considered to be separate from Broker's fees. All insurance premium invoices shall be billed no later than forty-five (45) days prior to the due date to allow adequate time for City's payment. Thereafter, upon receipt of City's payment, made payable to Broker, Broker shall promptly pay the applicable insurance premium to guarantee that all premium payments remain current with the insurance carrier. Broker shall provide City with a receipt of payment within fifteen (15) days of such payment. The first bill for the insurance premiums shall be due no earlier than October 15th of any coverage year.

ARTICLE 5 - INDEMNIFICATION

Broker shall, in addition to any other obligation, indemnify City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless City, their agents, elected officials and employees, and each of them, from and against all claims, actions, liabilities, and costs (including without limitation attorney's fees and litigation costs) either in whole or in part arising out of or resulting from any negligent act or omission of Broker, any sub-consultant, or anyone directly or indirectly employed by Broker or for whose acts any of them may be liable in the performance of the Services and the provisions of this Agreement. Any cost or expenses, including attorney's fees, incurred by City to enforce this Agreement shall be borne by Broker.

Upon completion of the Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

ARTICLE 6 - INDEPENDENT CONTRACTOR

Broker undertakes performance of the Services and duties as provided herein as an independent contractor and shall be wholly responsible for the methods of performance. Broker is not and shall not be considered an employee of City. Broker is responsible for all federal, state and local taxes, if any, relating to its compensation hereunder.

ARTICLE 7 - COMPLIANCE WITH LAWS

In performance of the Services and duties herein, Broker shall comply with all applicable regulatory requirements, federal, state, and local laws, rules, regulations, orders, codes, criteria and standards.

ARTICLE 8 – BROKER'S INSURANCE

During the performance of this Agreement and thereafter for a period at least equal to the longest applicable statute of limitations period under Nebraska law, Broker at its sole cost shall maintain its own insurance policies, as listed below, and provide City with certificates of insurance confirming the required protection on standard Acord forms prior to commencing work under this Agreement. Any insurance policy required herein that is cancelled or non-renewed shall be replaced with no gap in protection coverage and a current certificate of insurance shall be provided to City. Broker shall provide written notice to City at least thirty (30) days prior to material modification or cancellation of any policy listed on the certificates and Broker shall provide for uninterrupted coverage in accordance with this Agreement by obtaining equal or greater additional or replacement coverage or coverages. The following insurance coverages shall be written by an insurance company or companies authorized to do business in the State of Nebraska.

1. Workers' Compensation Insurance: Broker shall procure and maintain Workers' Compensation Insurance covering all of Broker's employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability in the minimum amount of $500,000 each occurrence. Broker agrees to require any sub-consultant or subcontractors, if any, to maintain the workers' compensation insurance coverage provided herein.

2. Commercial General Liability: Broker shall procure and maintain Commercial General Liability Insurance. This coverage shall be on an "Occurrence" basis. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of this Agreement. The minimum limits of coverage shall be $1,000,000 per occurrence and $2,000,000 in the general aggregate.

3. Business Automobile Liability: Broker shall procure and maintain Business Automobile Liability Insurance. The minimum limits of coverage shall be $500,000 for any one accident or loss, combined single limit for bodily injury and property damage. This coverage shall include all owned, hired and non-owned autos.

4. Professional Liability: Broker shall procure and maintain Professional Liability Insurance. This insurance shall provide coverage against such liability resulting from this Agreement, including errors and omissions. The minimum limits of coverage shall be $1,000,000 per occurrence. Any deductibles shall be the responsibility of the insured.

Any deductible amounts shall be the responsibility of Broker.

In the event that Broker's sub-consultants do not have insurance, or do not meet the insurance limits, Broker shall indemnify and hold City harmless for any claim in excess of the sub consultant's insurance coverage, arising out of negligent acts, errors or omissions, or intentional acts of the sub consultants.

ARTICLE 9 - CITY'S RESPONSIBILITIES

City shall work diligently to provide Broker with all necessary information needed by Broker to perform the duties of this Agreement.

ARTICLE 10 - TERMINATION OF AGREEMENT

City, notwithstanding anything in this Agreement or any renewal or extension of this Agreement to the contrary, reserves the right to terminate this Agreement with or without cause by providing thirty (30) days written notice of such termination to Broker. Fees payable to Broker under this Agreement shall be calculated on a pro-rata basis for the number of days to the termination date, with any applicable reimbursement remitted to City on or before the termination date. There is no obligation by City to provide written notice to Broker for the non-renewal of the Agreement or any extension hereof.

ARTICLE 11 - NONDISCLOSURE OF PROPRIETARY INFORMATION

Broker shall consider all information provided by City and all reports, studies, calculations, and other documentation resulting from Broker's performance of the Services and provisions of this Agreement to be proprietary unless such information is available from public sources. Broker shall not publish or disclose proprietary information for any purpose other than the performance of the Services without the prior written authorization of City or in response to legal process.

ARTICLE 12 - INTEGRATION AND MODIFICATION

This Agreement is adopted by the Parties as a complete and exclusive statement of the terms of the Agreement between the Parties. This Agreement supersedes all prior

agreements, contracts, proposals, representations, negotiations, letters or other communications between the Parties pertaining to the Services, whether written or oral.

The Agreement may not be modified unless such modifications are evidenced in writing signed by both the Parties.

The following documents are made an integral part of this Agreement and incorporated herein by this reference:

A. RFP for Broker Services dated April 19, 2019, attached as Attachment A.
B. Proposal of The Harry A. Koch Company dated May 8, 2019 attached as Attachment B.

ARTICLE 13 – ADDITIONAL COMPENSATION

City acknowledges that Broker may also be eligible to receive certain commissions and incentive compensation including contingency payments and bonuses as a result of being City's insurance broker (collectively, "Additional Compensations"). The Additional Compensations shall solely come from insurance companies, other intermediaries or other third parties and City shall not have any responsibility therefore. Except as otherwise provided in Article 14 of this Agreement, City consents and agrees to Broker's ability to receive such Additional Compensations, provided that all Additional Compensations directly attributable to City are fully disclosed by Broker on an annual basis at least thirty (30) days before the beginning of any term or renewal term to which the Additional Compensations relate.

ARTICLE 14 - COMMISSIONS

Broker shall use its best efforts to make all insurance placements on behalf of City on a net of commission basis. In the event any insurance carrier will not comply with this request, or it is not in City's best interest, any such commissions shall be disclosed to City and deducted from Broker's fees billed to City. City acknowledges and agrees that any contemplated commission deduction, premium credit request or return of commission to a carrier or City shall be done to accomplish and maintain the total agreed-upon compensation to Broker and is not an inducement to purchase or renew coverage through Broker.

ARTICLE 15 - COOPERATION

Broker shall be required to work in harmony with other consultants relative to providing information requested in a timely manner and in the specified form.

ARTICLE 16 – PERSONNEL / PRIMARY BROKER

Part of the consideration for this Agreement is the understanding that Jeff Scanlan shall be the broker primarily responsible for the services provided to City. Designation of Jeff Scanlan as the primary broker for City may be changed only with the prior written approval

of City of which shall not be unreasonably withheld. The departure of Jeff Scanlan from Broker may be considered a substantial failure by Broker to perform in accordance with the terms of this Agreement and may constitute cause for City's immediate termination of this Agreement. This Agreement is not exclusive and this provision does not preclude City from utilizing the services of any other broker or consultant for risk management or insurance service or advice during the term of this Agreement.

ARTICLE 17 – AUDIT

City shall be entitled to audit the books and records of Broker or any sub-consultant to the extent such book and records relate to the performance of this Agreement or any sub-contract to this Agreement.

Such books and records shall be maintained by Broker for a period of three (3) years from the date of the final payment under this Agreement and by sub-consultant for a period of three (3) years from the date of the final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

ARTICLE 18 – MISCELLANEOUS

1. Governing Law and Venue. This Agreement is entered into, under and pursuant to, and is to be construed and enforceable solely in accordance with the laws of the State of Nebraska.

2. Severability. Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for any reason, such provision shall be null and void and severed from the Agreement. In such case, the other provisions shall be unaffected and shall continue to be valid and enforceable.

3. Assignment. Except as provided herein, the Parties hereto agree not to assign, sublet or transfer their interest in this Agreement without the written consent of the other and such consent shall not be unreasonably withheld. The Parties further agree that this Agreement binds the Parties, their successors, trustees, assignees and legal representatives.

4. Titles and Subheadings. Title and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of this Agreement. Some terms are capitalized throughout this Agreement but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

5. Notice. Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

As to CITY:

City of Hastings
c/o City Administrator
220 North Hastings Avenue
Hastings, NE 68901
(402) 461-2306

As to BROKER:

The Harry A. Koch Company
c/o Jeff Scanlon
14010 FNB Parkway, Suite 300
Omaha, Nebraska 68154
(402) 861-7136

Notices shall be effective when received at the address specified above. Changes in the respective addresses to which such notice may be directed may be made from time to time by any Party by written notice to the other Party. Facsimile is acceptable notice effective when received, however, facsimiles received (i.e. printed) after 5:00 p.m. or on weekends or holidays, shall be deemed received on the next business day. The original of the notice also must be mailed as required herein.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Broker and City.

6. **Binding Authority**. Broker represents and warrants that the undersigned has authority to execute this Agreement and bind Broker to all terms and conditions therein.

[End of Agreement]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate the day and year first above written.

City:

CITY OF HASTINGS, NEBRASKA,
A Nebraska Municipal Corporation

_____
Corey Stutte, Mayor

Attest:

_____
Kimberly S. Jacobitz, City Clerk

(S E A L)

Approved as to form: _____
City Attorney

BROKER:

By: _____

Its: Chief Operating Officer

STATE OF NEBRASKA)
)ss
COUNTY OF Douglas)

On May 30, 2019 before me, Notary, personally appeared David G. Jesse personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity on behalf of The Harry A. Koch Company and that by his/her signature on the instrument executed the instrument.

WITNESS my hand and official seal.

GENERAL NOTARY - State of Nebraska
JOAN LEU
My Comm. Exp. November 18, 2022

_____
Notary Public

ADDENDUM ONE TO

AGREEMENT FOR INSURANCE AGENCY/BROKER SERIVCES

This Addendum One ("Addendum One") is entered into this _____day of _____, 2019 by and between the City of Hastings, Nebraska (“Hastings”) and The Harry A. Koch Company (“Broker”)

WHEREAS, City and Consultant entered into an Agreement dated May 1, 2019 ("Agreement"), which is attached hereto and incorporated herein as Exhibit A; and WHEREAS, the term of the Agreement was for October 1, 2019 through September 30, 2020;

and

WHEREAS, Consultant and City wish to modify the initial term to begin on or about July 8, 2019;

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree to modify the Agreement as follows:

1. ARTICLE 1 - TERM, is hereby amended to read:

The term of this Agreement shall commence on or about July 8, 2019 and extend through September 30, 2020 unless otherwise terminated as provided in this Agreement. This Agreement may be extended by mutual agreement of the Parties for up to four (4) additional one (1) year terms by executing an Addendum at least twenty-one (21) days prior to expiration of this or any subsequent term.

2. All other terms and conditions of the Agreement shall remain in full force and effect.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

City:

CITY OF HASTINGS, NEBRASKA,
A Nebraska Municipal Corporation

_____
Corey Stutte, Mayor

Attest:

_____
Kimberly S. Jacobitz, City Clerk

(S E A L)

Approved as to form: _____
City Attorney

BROKER:

By: _____

Its: _____

STATE OF NEBRASKA)
) ss
COUNTY OF ADAMS)

On _____ ___, 2019 before me, Notary, personally appeared _____ personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity on behalf of The Harry A. Koch Company and that by his/her signature on the instrument executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public

Department: Parks & Recreation
Staff Contact: Jeff Hassenstab
Council Meeting Date: 6/10/2019

AGENDA ITEM SUMMARY SHEET

Description of Item:

Approval of awarding contract to Heartland Concrete & Construction, Inc for the renovation of the Brickyard Park Amphitheater.

Names of People/Business affected by this action:

City of Hastings
Heartland Concrete & Construction, Inc
Citizens of Hastings

Why Council action is required:

Council approval is required for any contract $30,000+

Type of action requested:

Motion

Suggested motion:

Motion to approve the bid of $288,027.00 to Heartland Concrete & Construction, Inc for the renovation of the Brickyard Park Amphitheater.

Deadlines associated with action:

N/A

Department head comments:

The Brickyard Park Amphitheater seating bowl project has been identified as a high priority due to the concrete's poor condition in the seating bowl. The renovation project will consist of a redesign of the seating bowl, ADA accessibility down to the stage, 8' sidewalk, and additional lawn seating while still keeping the bench seating. A bid opening was held on May 28th. The Engineers Estimate was $359,514.10. We received 3 bids.

Meyers Construction - $362,303.50
Heartland Concrete & Construction - $288,027.00
RMV Construction - $276,649.42

After evaluating bids and doing reference checks we are recommending the contract to be awarded

to Heartland Concrete & Construction in the amount of $288,027.00. The project would begin September 1st with a completion date of March 15, 2020. This project is funded by the 1/2 cent sales tax dollars.

City Administrator comments:

CONTRACT DOCUMENTS
&
TECHNICAL SPECIFICATIONS

PROJECT NO. 2019 – BRICKYARD PARK AMPHITHEATER

CITY OF HASTINGS

MAY 2019

REGISTERED PROFESSIONAL ENGINEER
DAVID L.
WACKER
E-5090
STATE OF NEBRASKA

5/8/2019

ADVERTISEMENT FOR BIDS

The City of Hastings, Nebraska, will receive bids for the construction of the following projects:

Project No.

2019 – BRICKYARD PARK AMPHITHEATER

until 10:00 a.m. at the Office of the City Clerk of Hastings, Nebraska, on the 28th day of May, 2019, at which time and place all bids will be publicly opened and read aloud.

The Contract Documents, including plans and specifications, are on file at the Office of the City Clerk of Hastings, 220 N Hastings Avenue, Hastings, Nebraska 68901. Copies of the plans and specifications in electronic (PDF) format may be obtained by visiting the City of Hastings Website: www.cityofhastings.org/bids. (**As part of the requirement to bid from the electronic (PDF) format, you MUST provide a valid email address along with the company name and phone number to: dparker@cityofhastings.org.**) or by contacting Diane Parker, at dparker@cityofhastings.org. A paper copy is available by depositing $25.00, plus sales tax ($5.25), plus shipping. (Non-refundable).

Each bid shall be accompanied by a certified check, drawn on a solvent bank in the State of Nebraska, or a bid bond in an amount of not less than five percent (5%) of the total bid of all contract construction costs, made payable to the City Treasurer of the City of Hastings, Nebraska, as security that the bidder to whom the contract may be awarded will enter into a contract to build all the improvements in accordance with this notice and give bond in the sum hereinafter provided for the construction of improvements.

No bid shall be withdrawn after opening of bids without the consent of the City of Hastings, Nebraska, for a period of thirty (30) days after scheduled time of closing bids.

Time is of the essence in this contract. In evaluating bid(s) received, the City will consider the timelines of completion of prior construction contracts, existing workload of bidders and available manpower that bidder commits to the project.

The successful bidder will be required to furnish a Performance Bond in the sum of the full amount of the Contract within ten (10) days of the date of award. No additional time will be allowed the Contractor for providing the Performance Bond.

DATED AT HASTINGS, NEBRASKA, this 3rd day of May 2019.

CITY OF HASTINGS, NEBRASKA

_____

Kimberly S Jacobitz, City Clerk

Publish: May 08, 2019
May 15, 2019

Furnish 2 proofs of publication

NOTE TO CONTRACTORS/ SPECIAL PROVISIONS:

1. Contractors are requested to fill in each individual unit quantity blank and totals of each respective unit

2. Please check to verify that your bid surety accompanies your bid. Bids not accompanied with a surety will not be read.

3. Commencement of construction, including mobilization of equipment, may not begin until September 3, 2019.

4. Substantial Completion of the projects is scheduled for March 1, 2020. Substantial completion is defined as completion of all demolition, installation of paving, removal and installation of seating, overlot grading, and placement of drainage elements. Incidental work consisting of final grading shall define Final Completion and be performed no later than March 15, 2020.

5. It is understood and agreed that time is of the essence in the contract. Should the Contractor fail to perform the work within the period of time stipulated in the Contract Agreement, the Contractor shall pay to the City, as liquidated damages and not a penalty, per working day of default unless extensions of time granted by the City specifically provide for the waiving of liquidated damages. Deductions for liquidated damages shall be $500 per each working day in excess of those dates defined in Substantial and Final Completion.

6. The undersigned bidder agrees and understands that bidder will be appointed as Purchasing Agent for the City and will be issued an Exempt Sales Certificate to be used in accordance with specified requirements.

7. This contract shall be awarded only to responsible contractors who possess the potential ability to perform successfully under the terms and conditions of the contract. Consideration shall be given to such matters as contract integrity, record of past performance, financial and technical resources or accessibility to other necessary resources.

8. See attached Special Provisions below as outlined in the forgoing:

SPECIAL PROVISIONS
BRICKYARD PARK AMPHITHEATER IMPROVEMENTS

EARTHWORK

Site grading, including roadways, general excavation and embankment construction, shall be completed as shown on the plans. The Contractor shall strip and stockpile topsoil at all areas to be disturbed during construction as directed by the Engineer prior to start of grading work. The stockpiled topsoil shall be redistributed on the areas to be seeded or sodded as part of the finish grading work for the project. The topsoil shall be spread to an approximate depth of 6" inches at all areas to be seeded or sodded. The work associated with stripping, stockpiling and redistributing topsoil will not be paid for directly but shall be considered subsidiary to this item.

Clearing and grubbing of stumps, shrubs, small trees, and grasses will be considered subsidiary to this item. No direct payment for clearing and grubbing will be made. This work shall include, but not be limited to, the removal and disposal all stumps, shrubs, trees, and weeds within the limits of construction

All pavement areas shall be compacted to minimum 98 percent of the Standard Proctor density and within 0% to +3% of Optimum Moisture Content. All seeded areas shall be compacted to minimum 92 percent of the Standard Proctor density and within -1% to +3% of Optimum Moisture Content. The City of Hastings shall be responsible for seeding.

Payment for grading including excavation and construction of embankments shall be paid for at the contract unit price bid per lump sum for the pay item "Earthwork". There are approximately 1,250 cubic yards of excavation, and 950 cubic yards of embankment for the project, no balance factor applied. These quantities shall be considered established quantities, and no additional measurement or compensation will be made. It is anticipated that all material will remain on site. This work shall include all items of work associated with the general pavement grading and general overlot grading including stripping and stockpiling topsoil, general clearing and grubbing, furnishing off site borrow if needed, disposal of excess excavated materials, hauling, placement, compaction, water required to achieve compaction, earth shoulder construction, and final grading (including redistribution of topsoil).

PAVEMENT SUBGRADE PREPARATION

Where feasible, any areas in the construction area to receive structural fill should be proofrolled. Proofrolling should also be performed in areas requiring excavation after rough finished grade or subgrade elevation is achieved. Proofrolling operations should be observed by the Engineer. Unstable and unsuitable soils which are revealed by proofrolling, and which cannot be adequately densified in place, should be removed under the direction of the Engineer. It may be necessary to perform selective removal of soft, wet soils and/or stabilize existing soft soils in-place.

To prepare the subgrade under pavement, the top 12 inches of the subgrade should be scarified and re-compacted to a minimum of 98 percent of the maximum dry density as determined by ASTM D698, Standard Proctor. The moisture content shall be between 0 and +3 percent of optimum content as determined by ASTM D698 Standard Proctor. The final subgrade should be

proofrolled immediately prior to placement of the concrete to detect any localized areas of instability. Unstable areas should be reworked to provide a uniform subgrade.

The recommendation generally provided during construction for dealing with surficial wet conditions would be to scarify the top 12 inches of soil and allow the soils to dry back to a moisture content suitable for obtaining the required compaction. If highly plastic silt or clay, (MH) or (CH) soils are found in the area, the Engineer shall be contacted and work shall not be completed without the Engineer's express written approval. Such soils may need to be overexcavated and replaced with material meeting the ***Structural Fill*** Special Provision.

STRUCTURAL FILL

Any imported fill materials shall have a liquid limit of less than 45, and a plasticity index of less than 20. Whenever possible, highly plastic silt (MH) or clay (CH) fill soils should not be placed within the upper 18 inches of pavement subgrades. In addition to the plasticity characteristics, the fill soils should also be relatively free of organic materials (less than about 2 percent by weight) and other deleterious material. Also, the soils should not contain particle sizes larger than 3 inches.

Laboratory Proctor compaction tests and classification tests should periodically be performed on representative samples obtained from the proposed borrow areas to provide data necessary to determine acceptability and for quality control. The moisture content of suitable borrow soils should generally be no more than 3 percentage points above the optimum value at the time of compaction. More stringent moisture limits may be necessary with certain soils. Adjustment of moisture content may be necessary to allow compaction in accordance with project specifications.

Suitable fill material should be placed in thin lifts (lift thickness depends on type of compaction equipment, but in general, lifts of 8 inches loose measurement are recommended). Within small excavations we recommend the use of "wacker packers", "Rammax" compactors or vibrating plate compactors to achieve the specified compaction. A loose lift thickness of 4 inches is recommended in small area fills.

OVEREXCAVATION

The Contractor shall excavate and dispose of unsuitable materials that are encountered below areas to receive pavement and replace it with off-site borrow material as directed by the Engineer. The quantity of overexcavated material shall be measured based upon the field survey of the excavated area and the final grades and lines shown on the cross sections.

Payment for overexcavation of unsuitable material shall be made at the contract unit price bid per "Cubic Yard" for the pay item "Overexcavation". This payment shall be full compensation for all excavation and removal of unsuitable material including disposal of unsuitable material and furnishing, placement and compaction of off site borrow material to replace the unsuitable material as directed by the Engineer.

TEMPORARY EROSION CONTROL

This work shall include installation of silt fence or temporary silt checks around inlets and at the stormwater outlets in accordance with the approved Storm Water Prevention Plan developed by the Contractor and the City. Temporary silt checks shall be on NDOT approved products list for Type "Synthetic" or "Wattle". Temporary erosion control shall be installed according to manufacturer's specifications. The installation of the temporary erosion shall be full compensation for all the labor, equipment, material, excavation, backfill, stakes, maintenance, disposal, and all other incidental items required for this item shall be paid for by "Linear Foot" for the bid item "Temporary Erosion Control".

NPDES PERMIT

A Construction Storm Water Notice of Intent (CSW-NOI) for this project will be prepared by the City. Both the City and Contractor shall be listed as Certifying Officials and shall be required to sign the Notice of Intent. The Permit is issued under the General Permit of the National Pollutant Discharge Elimination System for Storm water Discharges from Construction Sites to Waters of the State of Nebraska (NPDES Permit Number NER 110000), see Appendix.

The City and Contractor shall develop a Storm Water Pollution Prevention Plan (SWPPP) to: minimize erosion on disturbed areas; minimize the discharge of sediment and other pollutants in storm water runoff; and maintain compliance with the requirements of NPDES Permit Number NWR110000. The City and Contractor shall familiarize himself with the requirements of NPDES Permit Number NWR 110000, SWPPP requirements, monitoring requirements and procedures, and periodic reporting and record keeping requirements respectively. The City shall be responsible for maintenance of the SWPPP and the Contractor shall be responsible for the implementation of the SWPPP. Physical erosion and sediment control structures used at the site shall be sufficient to comply with the requirements of the permit which are to be installed and maintained by the Contractor.

Class of Concrete (1)	Base Cement Type*	Portland Cement (Min. lb/cy)	Pre-Blended Class Fly Ash* (Min. lb/cy)	GGBFS Slag (Min. lb/cy)	Class C Fly Ash (Min. lb/cy)	Silica Fume (Min. lb/cy)	Total Cementitious Materials (Min. lb/cy)	Total Agg. (Min. lb/cy)	Total Agg. (Max. lb/cy)	Coarse Agg. (percent) (3)	Type of Coarse Agg.****	Air Content (percent Min.-Max.) (2)	Water/Cement Ratio Max. (4)	28-Day Required Strength (Min. psi)
47B**	1P	423	141	0	0	0	564	2850	3150	30±3	Limestone	6.5 -9.0	0.45	3500
47B***	1P	423	141	0	0	0	564	2850	3150	30±3	Limestone	6.0 -8.5	0.45	3500
47BD	1P	494	164	0	0	0	658	2500	3000	30±3	Limestone	6.0 -8.5	0.42	4000
47B-HE	1P	564	188	0	0	0	752	2500	3000	30±3	Limestone	6.0 -8.5	0.40	3500
BX	1P	423	141	0	0	0	564	2850	3150	0	0 (5)	6.0 -8.5	0.48	3000

(1) Each class shall identify the minimum strength requirement. (For example, 47B-3500, where the last four digits indicate the strength in pounds per square inch. In the chart, strength of 3500 psi is indicated for 47B-3500; however, other strengths may be authorized elsewhere in the contract. The classes shown in the chart are typical examples.)
All classes of concrete shall be air-entrained.
A slump test shall be performed to check for consistency and/or workability. Any increase in slump must be pre-approved by the Engineer.
A water reducer admixture shall be used at the manufacturer's recommendations.

(2) As determined by ASTM C 138 or ASTM C 231.

(3) Coarse aggregate shall be limestone unless otherwise specified.

(4) The Contractor is responsible to adjust the water/cement ratio so that the concrete supplied achieves the required compressive strength without exceeding the maximum water/cement ratio. The minimum water/cement ratio for any slip form concrete pavement is 0.38.

(5) Single aggregate (sand-gravel) used for these classes of concrete.

(6) 47BFS is an acceptable substitute for 47B and 47BDFS is an acceptable substitute for 47BD.

(*) Refer to the NDOT approved products list for acceptable 1P cements.

(**) For slip form applications.

(***) For hand-pours and substructures applications.

(****) Quartzite aggregate can be used in place of limestone providing the aggregate meets Paragraph 3.b. of Subsection 1033.02.

CITY OF HASTINGS

PROPOSAL

(ALL BIDS MUST BE SUBMITTED ON THIS FORM)

TO MEMBERS OF THE CITY COUNCIL
CITY OF HASTINGS
HASTINGS, NEBRASKA

THE UNDERSIGNED, having examined the plans, specifications, general and special conditions and other contract documents, including any addenda thereto, and being acquainted with and fully understanding (a) the extent and character of the work covered by this proposal, (b) the location, arrangement, character, conditions of existing streets, roads, highways, railroads, pavements, surfacing, walks, driveways, curbs, gutters, trees, sewers, utilities, drainage courses and structures and other installations, both surface and underground, which may affect or be affected by the proposed work, (c) the nature and extent of the embankments and excavations to be made and the type, character and general condition of materials to be filled and excavated, (d) the necessary handling and re-handling of excavated materials, (e) the difficulties and hazards to the work which might be caused by storm and flood water, (f) local conditions relative to labor, transportation, hauling and rail facilities and (g) all other factors and conditions affecting or which may be affected by the work;

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools and plant to perform all necessary labor and supervision and to construct, install, erect, equip and complete all work stipulated in, required by and in accordance with the contract documents and the plans, specifications and other documents referred to therein (as altered, amended or modified by all addenda thereto) for and in consideration of the following proposal for:

Project No.

2019 – BRICKYARD PARK AMPHITHEATER

PROJECT QUANTITIES
PROJECT NO.
BRICKYARD PARK IMPROVEMENTS

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITIES	UNIT	UNIT PRICE	AMOUNT
1	MOBILIZATION	1.0	LS	$ _____	$ _____
2	6" CONCRETE SIDEWALK	1,770.0	SY	$ _____	$ _____
3	6" CONCRETE SEATING AREA	512.0	SY	$ _____	$ _____
4	STAIR SAFETY TREAD	220.0	LF	$ _____	$ _____
5	TYPE 1 DRAIN TROUGH	2.0	EA.	$ _____	$ _____
6	TYPE 2 DRAIN TROUGH	2.0	EA.	$ _____	$ _____
7	12" HDPE CULVERT PIPE	44.0	LF	$ _____	$ _____
8	12" HDPE FLARED END SECTION	4.0	EA.	$ _____	$ _____
9	15" HDPE CULVERT PIPE	28.0	LF	$ _____	$ _____
10	15" HDPE FLARED END SECTION	2.0	EA.	$ _____	$ _____
11	REASSEMBLE AND INSTALL SEATING BENCHES	1.0	LS	$ _____	$ _____
12	GRIND CURB	2.0	LF	$ _____	$ _____
13	REMOVE SIDEWALK	599	SY	$ _____	$ _____
14	REMOVE CONCRETE SEATING AREA	2021	SY	$ _____	_____
15	REMOVE AND DISASSEMBLE EXISTING SEATING BENCHES	1	LS	$ _____	$ _____
16	CONSTRUCTION FENCING	2208	LF	$ _____	$ _____
17	EARTHWORK	1	LS	$ _____	$ _____
18	OVEREXCAVATION	100	CY	$ _____	$ _____
19	TEMPORARY EROSION CONTROL	463	LF	$ _____	$ _____

TOTAL $ _____

Amount shall be shown in both words and figures.

In case of a discrepancy, the amount shown in words will govern.

The undersigned bidder agrees to furnish the required performance bond and to enter into a contract within ten (10) days after acceptance of the Proposal and further agrees to complete all work covered by the foregoing Proposal in accordance with specified requirements. The proposed work is to commence as soon as possible after the contract is signed and the required bond is approved with completion of work on or before is as follows:

SUBSTANTIAL COMPLETION MARCH 1, 2020

FINAL COMPLETION MARCH 15, 2020 ****SEE SPECIAL PROVISIONS****

Enclosed herewith is the required bid bond in the amount of 5% of Base Bid which the undersigned bidder agrees is to be forfeited to and become the property of the City of Hastings, Nebraska, as liquidated damages should this proposal be accepted and a contract awarded to bidder and bidder fail to enter into a contract in the form prescribed and to furnish the required performance bond within ten (10) days, but otherwise the aforesaid proposal guarantee will be returned upon bidder signing the contract and delivering the approved performance bond.

In submitting this bid, it is understood that the right is reserved by the City to reject any and all bids, and it is understood that this bid may not be withdrawn during a period of thirty (30) days after the scheduled time for the receipt of bids.

The undersigned bidder hereby certifies (a) that this bid is genuine and is not made in the interest of, or on the behalf of, any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation, (b) that bidder has not directly or indirectly induced or solicited any person, firm or corporation to refrain from bidding, (c) that bidder has not sought, by collusion or otherwise, to obtain for himself an advantage over any other bidder or over the City of Hastings and (d) that bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid.

DATED IN _____ this _____ day of _____, 2019.

I/We hereby acknowledge receipt of Addenda Nos. _____.

SIGNATURE OF BIDDER:

If an Individual: _____ doing business as

_____

If a Partnership: _____

By: _____
Member of Firm

If a Corporation: _____

By: _____

Title: _____

Business Address of Bidder:

_____

_____

_____

AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2019, by and between the City of Hastings, Nebraska, a Municipal Corporation, hereinafter referred to as the "City", and_____, hereinafter referred to as the "Contractor".

1. Improvements. The Contractor hereby agrees to construct certain improvements for the City, described as follows:

Project No.

2019 – BRICKYARD PARK AMPHITHEATER

In connection with construction of the improvements, the Contractor will furnish all labor, tools, equipment and materials.

2. Price. For and in consideration of the construction of the improvements, the City agrees to pay to the Contractor the sum of $_____. The time and manner of payment shall be set forth in the contract document.

3. Specifications. The Contractor shall construct the improvements in accordance with the project specifications.

4. Project Manager. The City hereby designates the City Engineer as the Project Manager. The City Engineer may appoint a member of the Engineering Department Staff to so serve in his place. The Project Manager shall interpret and construe the contract documents and reconcile any apparent or alleged conflicts and inconsistencies therein. All work upon the improvements shall be subject to the approval of the Project Manager. The Project Manager shall determine any and all questions that arise concerning the performance of the work, the workmanship, quality of materials, acceptability of the completed project and the contract documents. The decision of the Project Manager shall be final, conclusive and binding.

5. Schedule. The Contractor shall perform and complete all work within the time and in the manner established by the project specifications.

6. Performance Bond. To ensure prompt, faithful, sufficient and complete performance of this contract, the Contractor shall, upon execution of this contract, furnish to the City a

performance bond issued by one or more sureties acceptable to the City. Said bond shall be in the full amount of the contract price and shall ensure the faithful performance of the contract. The bond shall be in a form acceptable to the City.

7. No Encumbrances. The work and materials for the project shall be completely installed and delivered to the City within the time provided herein free and clear of all liens, claims, encumbrances or demands of any kind.

8. Contract Documents. This contract shall consist of component parts, all of which are as fully a part of the contract as if set forth herein, or if not attached, as if hereto attached:

(a) Agreement (this instrument)

(b) Advertisement for Bids

(c) Proposal

(d) Performance Bond

(e) Technical Specifications

(f) Special Provisions General

(g) Plans and Typical Sections

(h) Addenda Nos.:

(i) Multiple Counterparts-This agreement may be executed in multiple counterparts containing the signatures of all parties on one or more counterparts, and each counterpart shall be considered an original of this document.

9. Applicable Law. The Contract shall comply with all applicable local, state and federal laws and regulations, which shall include but not be limited to: State of Nebraska Standard Specifications for Highway Construction, Series 2007 English Units Department of Roads and its Supplements or Revisions; International Building Code 2012; International Plumbing Code 2012, International Mechanical Code 2012; International Existing Building Code 2012; International Energy Conservation Code 2009, National Electric Code 2017; as adopted and amended by the City of Hastings Municipal Code; the Nebraska State Fire Code Regulations, and Nebraska Accessibility Requirements.

DATED this day and year first above written.

_____
CONTRACTOR

By: _____

Title: _____

CITY OF HASTINGS

By: _____

Title: _____

ATTEST:

_____
City Clerk

(SEAL)

APPROVED AS TO FORM:

_____
City Attorney

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, _____,
as principal, and _____,
a corporation organized and existing under the laws of the State of _____,
and duly authorized to transact business in the State of Nebraska, as surety are held and firmly bound unto the CITY OF HASTINGS, NEBRASKA, a municipal corporation organized and existing under the laws of the State of Nebraska, hereinafter referred to as CITY, in the penal sum of _____ Dollars ($_____),
lawful money of the United States, for the payment of which will and truly be made, we the said principal and the said surety do hereby bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, by these presents as follows:

The condition of this obligation is such that, whereas the principal, by an instrument in writing attached hereto and bearing the date of _____, 20____, has agreed with the CITY to do all work necessary and to furnish all labor, materials, supplies, tools and equipment to

_____

_____

_____

as specified thereby and in the specifications, proposals and contract forming the Contract Documents attached thereto and made a part hereof:

NOW THEREFORE, if the principal shall well and truly in good, sufficient and in a workmanlike manner, and to the satisfaction of the CITY perform and complete the work required, and shall defend, indemnify and save harmless the CITY against all damages, claims, demands, expenses and charges of every kind (including claims of patent infringement) arising from any act, omission or neglect of said principal, his agents, servants or employees, with relation to said work, and shall pay all costs, charges, rentals and expenses for labor, materials, supplies and equipment and deliver the said improvement to the CITY completed and ready for operation and free from all encumbrances or claims for labor, materials or otherwise, and shall pay all other expenses lawfully

chargeable to the CITY, and this bond shall also be for the use and benefit of all persons who may perform any work or labor or furnish any material in the execution of said Contract and may be sued on thereby in the name of any such party claiming the benefit hereof, then this obligation shall be void, otherwise the same shall remain in full force and effect. This obligation shall be in full force and effect for the full guarantee period provided in the specifications contained herein.

PROVIDED FURTHER, that said surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to terms of the Contract, to the work or to the specifications.

PROVIDED FURTHER, that if the principal of his, their or its subcontractor or subcontractors fail to duly pay for any labor, materials team, hire sustenance, provisions, provender or any other supplies or materials used or consumed by such contractor of his, their or its subcontractors in performance of the work contracted to be done, the surety will pay the same in any amount not exceeding the sum specified in the bond together with interest as provided by law.

IT WITNESS WHEREOF, said principal and surety have hereunto set their hands and seals at _____ this _____ day of _____, 20____,

This Bond is executed in triplicate counterparts.

_____
Principal

(SEAL)

_____
Street Address

_____
Witness

_____
City, State, Zip

_____
Name of Person Executing

ATTEST:

_____
Surety

_____

_____

By: _____

Title: _____

Nebraska Department of **REVENUE**

Purchasing Agent Appointment

and Delegation of Authority for Sales and Use Tax

FORM 17

PURCHASING AGENT APPOINTMENT	
Name and Address of Prime Contractor	**Name and Address of Governmental Unit or Exempt Organization**
Name	Name
Street or Other Mailing Address	Street or Other Mailing Address
City State Zip Code	City State Zip Code
Name and Location of Project	**Appointment Information**
Name	Effective Date (see Instructions)
Street or Other Mailing Address	Expiration Date
City State Zip Code	Nebraska Exemption Number (Exempt Organizations Only)
Identify Project	

The undersigned governmental unit or exempt organization appoints the above-named contractor and the contractor's delegated subcontractors as its agent to purchase and pay for building materials that will be annexed to real estate by them into the tax exempt construction project stated above.

sign here ▶ Authorized Signature of Governmental Unit or Exempt Organization _____ Title _____ Date _____

DELEGATION OF PRIME CONTRACTOR'S AUTHORITY	
Name and Address of Subcontractor	**Delegation Information**
Name	Effective Date
Street or Other Mailing Address	Expiration Date
City State Zip Code	Portion of Project

The undersigned prime contractor hereby delegates authority to act as the purchasing agent of the named governmental unit or exempt organization to the above-named subcontractor.

sign here ▶ Signature of Prime Contractor or Authorized Representative _____ Title _____ Date _____

INSTRUCTIONS

WHO MUST FILE. Any governmental unit or organization that is **exempt** from sales and use tax may appoint as its agent a prime contractor to purchase building materials and/or fixtures that will be annexed to property that belongs to or will belong to the governmental unit or exempt organization pursuant to a construction contract with the governmental unit or exempt organization. The appointment of the prime contractor as its agent is completed by issuing a Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, to the prime contractor. The Form 17 is required to be given to the contractor **BEFORE** he or she annexes building materials. The governmental unit or exempt organization must identify the project (e.g., east wing, chapel construction, or new school auditorium). Most nonprofit organizations are NOT exempt from sales tax in Nebraska. In addition, not all governmental units are exempt from Nebraska sales tax. Refer to Contractor Information on our Web site for additional information on exempt entities. A contractor can confirm the exempt status of a governmental unit or exempt organization by contacting the Nebraska Department of Revenue.

The exemption from the payment of the Nebraska and local option sales and use taxes only applies if the governmental unit or exempt organization directly, or through its contractor, pays for the building materials. **IMPORTANT NOTE:** When an organization that requires licensure in order to be exempt (i.e., nonprofit hospitals), but is not licensed at the time of the construction project, the exempt organization **CANNOT**

issue either a purchasing agent appointment or an exemption certificate. If the exempt organization becomes licensed upon completion of the project, it may apply for a refund of the tax paid or collected by the contractors.

WHEN TO FILE. A prime contractor engaging in a construction project with a governmental unit or exempt organization must receive a properly completed and signed Form 17 **BEFORE** any building materials are annexed. If Form 17 is not issued, the contractor must pay the sales and use taxes and the governmental unit or exempt organization may obtain a refund of the taxes paid by the contractor.

WHERE TO FILE. A copy of the completed form should be retained by the governmental unit or exempt organization issuing the Form 17. The original is to be retained by the prime contractor. Copies of this form must be made by the prime contractor for delegation purposes to any subcontractors working on the project identified on this form.

APPOINTMENT INFORMATION. Enter the dates the purchasing agent appointment will become effective and when it will expire. This appointment will not allow any purchases without payment of the tax by the prime contractor or subcontractor before the effective date or after the expiration date. The dates the delegation becomes effective and the expiration dates must be completed. The phrase "upon completion" or similar phrase is not acceptable as an expiration date. The governmental unit or exempt organization may need to issue another Form 17 if the project is not completed within the prior "effective" and "expiration" dates. Exempt organizations must enter their Nebraska Sales and Use Tax Exemption number.

DELEGATION OF PRIME CONTRACTOR'S AUTHORITY. The prime contractor may delegate his or her authority to act as the purchasing agent of the governmental unit or exempt organization to a subcontractor. The prime contractor must complete his or her copy of Form 17 for each subcontractor who is delegated authority to act as a purchasing agent. Reproductions of this delegation must be provided to the subcontractor, who must retain a copy for his or her records, and to the governmental unit or exempt organization.

Enter the dates the delegation of the subcontractor will become effective, when it will expire, and the portion of the project delegated. This delegation will not allow any purchases without payment of the tax by the subcontractor before the delegation date or after the expiration date. Any further delegation from a subcontractor to additional subcontractors must be delegated by providing a copy of the Form 17 that they received from the prime contractor and attaching it to a separate Form 17 with any further delegation to other subcontractors. The purchasing agent appointment is limited to the contractor's purchase of building materials and/or fixtures for the specific project and is only valid during the appointment dates shown on the Form 17.

EXEMPT SALE CERTIFICATE. A prime contractor who has been appointed to act as a purchasing agent by a governmental unit or exempt organization, and who hires a subcontractor operating as an Option 1 contractor, must provide to that subcontractor a completed copy of Form 17 and a Nebraska Resale or Exempt Sale Certificate, Form 13, with Section C, Part 2, completed. The subcontractor will retain these forms in his or her records, and will not charge the contractor sales tax on any portion of the invoice involving the annexation of materials to the specific project identified on the Form 17. If these forms are not provided to the subcontractor operating under Option 1, the subcontractor must collect and remit sales tax on the charge for the separately stated building materials portion of the invoice. If the Option 1 subcontractor does not separately state the charge for the building materials from contractor labor, then the entire charge is taxable to the prime contractor.

Contractors operating under Option 2 (maintaining a tax-paid inventory) who have been issued a Form 17 from a governmental unit or an exempt organization, must furnish each vendor a copy of the Form 17 and a Form 13, completing Section C, Part 2, when purchasing building materials that will be annexed to real estate. Forms 13 and 17 must be retained with the vendor's and contractor's records for audit purposes. A contractor or subcontractor may reproduce copies of these documents which will be furnished to the vendors for each invoice or order made by them.

Invoices from vendors for the purchase of building materials by the contractor as purchasing agent, or the authorized subcontractor, must clearly identify that such purchase is for the specific Form 17 project.

CREDIT/REFUND OF SALES AND USE TAX. A contractor or subcontractor who has been appointed as a purchasing agent before any materials are annexed, may withdraw sales or use tax-paid materials from inventory that will be annexed to real estate or used to repair property annexed to real estate and receive a credit for the sales or use tax amount previously paid on those materials.

The contractor or subcontractor may take a credit either against his or her current tax liability, or file a Claim for Overpayment of Sales and Use Tax, Form 7, and receive a refund of the sales or use tax paid on those materials.

TOOLS, EQUIPMENT, AND SUPPLIES. The purchase, rental, or lease of tools, supplies, or equipment (i.e., scaffolding, barricades, machinery, etc.) by a contractor for use in the completion of an exempt project CANNOT be purchased tax free, even if the contractor has been issued a Form 17. These items do not become annexed to the real estate.

OPTION 1 CONTRACTOR ONLY. If an Option 1 contractor is the **only** contractor involved in performing work for a governmental unit or exempt organization, a Form 17 is NOT required. The Option 1 contractor must only obtain a Form 13, Section B, from the exempt project owner.

PENALTY. Any person who signs this document with the intent to evade payment of tax is liable for the sales and use tax, interest, and penalty, and may be found guilty of a misdemeanor.

AUTHORIZED SIGNATURE. The purchasing agent appointment must be signed by an officer of the exempt organization or proper government official. The delegation of prime contractor's authority must be signed by the owner, partner, corporate officer, or other individual authorized to sign by a power of attorney on file with the Nebraska Department of Revenue.

NEBRASKA
Good Life. Great Service.
DEPARTMENT OF REVENUE

Nebraska Resale or Exempt Sale Certificate
for Sales Tax Exemption

FORM **13**

Name and Mailing Address of Purchaser	Name and Mailing Address of Seller
Name	Name
Legal Name	
Street or Other Mailing Address	Street or Other Mailing Address
City State Zip Code	City State Zip Code

Check Type of Certificate

☐ Single Purchase If single purchase is checked, enter the related invoice or purchase order number _____.

☐ Blanket If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

Check One ☐ Purchase for Resale (Complete Section A.) ☐ Exempt Purchase (Complete Section B.) ☐ Contractor (Complete Section C.)

Section A—Nebraska Resale Certificate

Description of Property or Service Purchased

I hereby certify that the purchase, lease, or rental of _____ from the seller listed above is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business. The property or service will be resold either in the form or condition in which it was purchased, or as an ingredient or component part of other property or service to be resold.

I further certify that we are engaged in business as a: ☐ Wholesaler ☐ Retailer ☐ Manufacturer ☐ Lessor

Description of Product Sold, Leased, or Rented

of _____

My Nebraska Sales Tax ID Number is 01-_____.

If none, state the reason _____,

or Foreign State Sales Tax Number_____ State _____.

Section B—Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category _____ (See the list of Exemption Categories and corresponding numbers on reverse side).

If exemption category 2 or 5 is claimed, enter the following information:

Description of Property or Service Purchased _____ Intended Use of Property or Service Purchased _____

If exemption category 3 or 4 is claimed, enter your Nebraska Certificate of Exemption State ID number. 05-_____

Do **not** enter your Federal Employer ID Number.

If exemption category 6 is claimed, the seller must enter the following information and sign this form below:

Description of Items Sold	Date of Seller's Original Purchase	Was tax paid when purchased by seller?	Was item depreciable?
		☐ Yes ☐ No	☐ Yes ☐ No

Section C—For Contractors Only

1. Purchase of building materials or fixtures.

☐ As an Option 1 or Option 3 contractor, I hereby certify that the purchase of building materials and fixtures from the seller listed above are exempt from Nebraska sales tax. My Nebraska Sales or Use Tax ID Number is: _____.

2. Purchases made by an Option 2 contractor under a Purchasing Agent Appointment on behalf of_____ (exempt entity)

_____.

☐ As an Option 2 contractor, I hereby certify that the purchase of building materials and fixtures from the seller listed above is exempt from Nebraska sales tax pursuant to the **attached** Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17.

Any purchaser, agent, or other person who completes this certificate for any purchase which is not for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from sales and use taxes is subject to a penalty of $100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, this penalty applies to each purchase made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct and complete.

sign here ▶ _____ Authorized Signature _____ Title _____ Date

_____ Authorized Signature Name (please print)

Do not send this certificate to the Nebraska Department of Revenue. Keep it as part of your records.
Sellers cannot accept incomplete certificates.

The Department is committed to the fair administration of the Nebraska tax laws. It is unlawful to claim an exemption for purchases of property or services that are subject to tax. Sellers are encouraged to notify the Department of any unlawful use of this form.

revenue.nebraska.gov, 800-742-7474 (NE and IA), 402-471-5729

6-134-1970 Rev. 3-2018
Supersedes 6-134-1970 Rev. 10-2014

Instructions

Who May Issue a Resale Certificate. Purchasers are to give the seller a properly completed Form 13, Section A, when making purchases of property or taxable services that will subsequently be resold in the purchaser's normal course of business. The property or services must be resold in the same form or condition as when purchased, or as an ingredient or component part of other property that will be resold.

Who May Issue an Exempt Sale Certificate. Form 13, Section B, may be completed and issued by governmental units or organizations that are exempt from paying Nebraska sales and use taxes. See this list in the Nebraska Sales Tax Exemptions Chart. Most nonprofit organizations are **not** exempt from paying sales and use tax. Enter the appropriate number from "Exemption Categories" (listed below) that properly reflects the basis for your exemption.

For additional information about proper issuance and use of this certificate, please review Reg-1-013, Sale for Resale – Resale Certificate, and Reg-1-014, Exempt Sale Certificate.

Contractors. Contractors complete Form 13, Section C, part 1 or part 2 based on the option elected on the Contractor Registration Database.

To make tax-exempt purchases of building materials and fixtures, Option 1 or Option 3 contractors must complete Form 13, Section C, Part 1. To make tax-exempt purchases of building materials and fixtures pursuant to a construction project for an exempt governmental unit or an exempt nonprofit organization, Option 2 contractors must complete Form 13, Section C, Part 2. The contractor must also attach a copy of a properly completed Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, to the Form 13, and both documents must be given to the supplier when purchasing building materials. See the contractor information guides and Reg-1-017, Contractors, for additional information. Also, see the Important Note under "Exemption Categories" number 3.

When and Where to Issue. The Form 13 must be given to the seller at the time of the purchase to document why sales tax does not apply to the purchase. The Form 13 must be kept with the seller's records for audit purposes.

Sales Tax Number. A purchaser who is engaged in business as a wholesaler or manufacturer is not required to provide an ID number when completing Section A. Out-of-state purchasers may provide their home state sales tax number. Section B does not require a Nebraska ID number when exemption category 1, 2, or 5 is indicated.

Fully Completed Resale or Exempt Sale Certificate. A fully completed resale or exempt sale certificate is proof for the retailer that the sale was for resale or is exempt. For a resale certificate to be fully completed, it must include: (1) identification of the purchaser and seller, type of business engaged in by the purchaser; (2) sales tax permit number; (3) signature of an authorized person; and (4) the date of issuance.

For an exempt sale certificate to be fully completed, it must include: (1) identification of purchaser and seller; (2) a statement that the certificate is for a single purchase or is a blanket certificate covering future sales; (3) a statement of the basis for exemption, including the type of activity engaged in by the purchaser; (4) signature of an authorized person; and (5) the date of issuance.

Penalties. Any purchaser who gives a Form 13 to a seller for any purchase which is other than for resale, lease, or rental in the **normal** course of the purchaser's business, or is not otherwise exempted from sales and use tax under the Nebraska Revenue Act, is subject to a penalty of $100 or ten times the tax, whichever is greater, for each instance of presentation and misuse. In addition, any purchaser, or their agent, who fraudulently signs a Form 13 may be found guilty of a Class IV misdemeanor.

Exemption Categories

(Insert appropriate number from the list below in Section B)

1. Governmental units, identified in Reg-1-072, United States Government and Federal Corporations; and Reg-1-093, Governmental Units. Governmental units are not assigned exemption numbers.

   Sales to the U.S. government, its agencies, instrumentalities, and corporations wholly owned by the U.S. government are exempt from sales tax. However, sales to institutions chartered or created under federal authority, but which are not directly operated and controlled by the U.S. government for the benefit of the public, generally are taxable.

   Purchases by governmental units that are **not** exempt from Nebraska sales and use taxes include, but are not limited to: governmental units of other states; sanitary and improvement districts; rural water districts; railroad transportation safety districts; and county historical societies.

2. Purchases when the intended use renders it exempt. See Nebraska Sales Tax Exemption Chart.

3. Purchases made by organizations that have been issued a Nebraska Exempt Organization Certificate of Exemption (Certificate of Exemption). Reg-1-090, Nonprofit Organizations; Reg-1-091, Religious Organizations; and Reg-1-092, Educational Institutions, identify these organizations. These organizations are issued a Certificate of Exemption with a state ID number which must be entered in Section B of Form 13.

   Important Note: Nonprofit educational institutions must be accredited regionally or nationally and have their primary campus in Nebraska to be exempt from sales and use tax. Also nonprofit organizations providing any of the types of health care or services that qualify to be exempt must be licensed or certified by the Nebraska Department of Health and Human Services (DHHS) to be exempt from sales and use taxes. There is no sales and use tax exemption prior to these entities being accredited, licensed, or certified. They CANNOT issue either a Resale or Exempt Sale Certificate, Form 13, or a Purchasing Agent Appointment, Form 17, to any retailer or contractor relating to purchases of building materials for construction or repair projects performed prior to being accredited, licensed, or certified. After an entity becomes accredited, licensed, or certified upon completion of the construction project, it may submit a Form 4.

   Nonprofit **health care organizations** that hold a Certificate of Exemption are exempt for purchases for use at their facility, or portion of the facility, covered by the license issued under the Nebraska Health Care Facility Licensure Act. Only specific types of health care facilities and activities are exempt. Purchases of items for use at facilities that are not covered under the license, or for any other activities that are not specifically exempt, are taxable. The exemption is not for the entire organization that offers different levels of health care or other activities, but is limited to the specific type of health care that is exempt. Purchases for non-exempt types of health care are taxable.

4. Purchases of motor vehicles, trailers, semitrailers watercraft, and aircraft used predominately as common or contract carrier vehicles; accessories that physically become part of the common or contract carrier vehicle; and repair and replacement parts for these vehicles. The exemption ID number must be entered in Section B of the Form 13. An individual or business that has been issued a common or contract carrier certificate of exemption may only use it to purchase those items described above prior to the expiration date on the certificate. The certificate of exemption expires every 5 years. (See Nebraska Common or Contract Carrier Information Guide).

5. Purchases of manufacturing machinery and equipment made by a person engaged in the business of manufacturing, including repair and replacement parts or accessories, for use in manufacturing. (See Reg-1-107, Manufacturing Machinery and Equipment Exemption).

6. Occasional sales of used business or farm machinery or equipment productively used by the seller as a depreciable capital asset for more than one year in his or her business. The seller must have previously paid tax on the item being sold. The seller must complete, sign, and give the Exempt Sale Certificate to the purchaser. (See Reg-1-022, Occasional Sales). The Form 13 must be kept with the purchaser's records for audit purposes.

TABLE OF CONTENTS

General Provisions:

Section A—Definitions of Words and Terms 1

Section B—Legal Relations and Responsibility to the Public 1

Technical Specifications Division I—General Requirements 5

Technical Specifications Division II—Sitework:

Section A—Clearing and Grubbing 14

Section B—Earthwork 14

Section C—Foundation Course 14

Section D—Asphaltic Concrete . . . . . N/A

Section E—Performance Graded Binder . . . . . N/A

Section F—Portland Cement Concrete Pavement, Curb Wall, Integral Curb, Curb and Gutter and Sidewalk, Structural Concrete, Reinforcing Steel 15

Section G—Pavement, Curb and Gutter, Sidewalk and Drive Removal . . . 17

Section H—Removal of Existing Structures 18

Section I—Reinforced Concrete Pipe 18

Section J—Catch Basins, Manholes, Inlets and Junction Boxes 20

Section K— Sanitary Sewer . . . . . N/A

Section L— Water Mains . . . . . N/A

Section M—Topsoil, Seeding, Mulching, Fertilizing & Erosion Control . . 21

Section N—Polyurea Pavement Marking, Grooved. . . . . N/A

Section O—Method of Payment 26

Section P—Guarantee of Workmanship and Materials 26

Special Plan – Curb Ramps. 27

GENERAL PROVISIONS

Section A—Definitions of Words and Terms.

The State of Nebraska Standard Specifications for Highway Construction, Series 2007, Department of Roads, Bureau of Highways and its supplements are hereby incorporated as the General Specifications for the City of Hastings, Nebraska, herein after referred to as "2007 Standard State Specifications". Copies of these specifications may be obtained from the Department of Roads, Lincoln, Nebraska or on their website at www.dor.state.ne.us.

The following changes shall be made in Section 101., DEFINITIONS OF WORDS AND TERMS:

101.0327 Department	The City of Hastings Engineering Department which is authorized to improve and maintain the streets and alleys of the City of Hastings, Nebraska
101.0334 Engineer	The term State Engineer shall be amended to read City Engineer
101.0379 State	This term shall be construed to mean the City of Hastings
101.0358 Project	The specific section of the streets, alleys, parks or area of proposed construction together with all appurtenances and construction to be performed thereon under the contract
101.0367 Roadbed	The term "highway" shall be amended to word "street"
101.0370 Roadway	The portion of the highway within limits of construction; Term "highway" shall be amended to word "street"

Section B—Legal Relations and Responsibility to the Public.

Article 107 of the State of Nebraska Standard Specifications for Highway Construction, Series 2007, Department of Roads, Bureau of Highways, is hereby supplemented as follows:

1. Contractor to Protect and Hold the Owner Harmless.

The Contractor shall protect, defend, indemnify and save harmless the Owner and the Owner's officers, agents, servants and employees, hereinafter called the "Owner", against all claims and actions and all expenses incidental to the defense of such claims or actions, based upon or arising out of injuries or death of persons or damage to property caused by or sustained in connection with this contract or by conditions created thereby, and on request of the Owner will assume the defense of any claim or action brought against the Owner.

2. Contractor's and Subcontractor's Insurance.

Contractor shall not commence work under this contract until he has obtained the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor permit any subcontractor to commence work on his subcontract until similar insurance required of the subcontractor has been so obtained and approved.

A. Worker's Compensation and Employer's Liability Insurance

The Contractor shall take out and maintain during the life of this Contract, if applicable, statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance in the applicable state covering all his employees. In the case of any work sublet, the Contractor shall require each Subcontractor similarly to provide statutory Worker's Compensation Insurance for the Subcontractor's employees.

The Contractor shall take out and maintain during the life of this Contract, Employer's Liability Insurance with a minimum limit of $500,000 with an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this Contract. The Contractor shall require each of his Subcontractors similarly to maintain Employer's Liability Insurance on his employees.

B. Public Liability Insurance

1. The Contractor shall maintain during the life of this Contract such Public Liability Insurance as shall protect him against claims for damages resulting from (a) bodily injury, including wrongful death and (b) property damage, which may arise from operations under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such Public Liability Insurance shall be as follows:

a. Bodily Injury Limits:	$1,000,000	Each Occurrence
	$2,000,000	Aggregate
Property Damage Limits:	$1,000,000	Each Occurrence
	$2,000,000	Aggregate

OR

b. Combined Single Limit:	$2,000,000	Aggregate

2. The Public Liability Insurance required by the preceding Subparagraph 1 shall include the following forms of coverage:

   a. The coverage shall be provided under a Comprehensive General Liability form of policy or similar thereto.

b. X.C.U. Coverage – If the Contract requires any work procedures involving blastings, excavating, tunneling or other underground work, the liability coverage shall include Standard Blasting or Explosion Coverage, Standard Collapse Coverage and Standard Underground Coverage, commonly referred to as XCU property damage liability coverage with limits of $1,000,000 each occurrence and $2,000,000 aggregate.

c. The property damage coverage shall include a Broad Form Property Damage Endorsement.

d. Contractual Liability coverage shall be included.

e. Protective Liability coverage shall be included to protect the Contractor against claims arising out of operations performed by his Subcontractors.

f. Products Liability and/or Completed Operations coverage shall be included.

3. Automobile Liability Insurance

The Contractor shall take out and maintain during the life of the Contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from (1) bodily injury, including wrongful death and (2) property damage, which may arise from the operations of any owned, hired or non-owned automobiles used by or for him in any capacity in connection with the carrying out of this Contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

A. Bodily Injury Limits:	$1,000,000	Per Person
	$1,000,000	Per Accident
Property Damage Limits:	$1,000,000	Per Accident

OR

B. Combined Single Limit:	$1,000,000	Per Accident

4. Umbrella Liability Coverage

A minimum $2,000,000 limit will be required on all contracts. The City of Hastings retains the right to require a higher limit on a contract of higher value and/or complexity of work.

5. Certificate of Insurance

The Contractor shall furnish the City with two (2) copies of a certificate of insurance evidencing policies required in Paragraphs 2A, 2B, and 3 above. Such certificate shall specifically indicate that the Public Liability Insurance includes all extensions of coverage required in Paragraph 2B, Subparagraphs 1 and 2 above. Such certificate shall specifically state that the insurance company or companies issuing such insurance policies shall give the City at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the policies. If the coverage on said certificate(s) is shown to expire prior to completion of all terms of this Contract, the Contractor shall furnish a certificate of insurance evidencing renewal of such coverage to the City. The certificates of insurance shall clearly show this Contract number. To the extent possible depending on the type of coverage required, City shall be named as an additional named insured on all such certificates of insurance.

6. Subcontractor's Insurance

The Contractor shall require each of his Subcontractors to take out and maintain during the life of his subcontract the same insurance coverage required of the Contractor under Paragraphs 2A, 2B, and 3 above, including the extension of coverage required under Paragraph 2B, Subparagraphs 1 and 2 above. Each Subcontractor shall furnish to the Contractor two (2) copies of a certificate of insurance, and such certificate shall contain the same information required in Paragraph 4 above. The Contractor shall furnish one copy of the certificate to the City.

7. Insurance Company

All insurance policies herein required of the Contractor shall be written by a company duly authorized to do business in the State of Nebraska. Minimum AM Best's rating should be no less than A-VII.

TECHNICAL SPECIFICATIONS
DIVISION I
GENERAL REQUIREMENTS

1. **Right-of-Way.** The City of Hastings, Nebraska, will provide the necessary right-of-way to construct all portions of the project.

2. **Preconstruction Conference.** A preconstruction conference will be held prior to beginning work on the project. Attendance at this conference by the Contractor or his representative and any subcontractors will be required.

3. **Time Limit and Liquidated Damages.** A Notice to Proceed will be issued by the Owner. Liquidated damages will be assessed against the Contractor at the rate as specified in the contract documents per working day for each day the work is uncompleted after the expiration of the working days specified.

4. **Construction Schedule and Progress of Work.** The Contractor shall submit a construction schedule to the Engineer prior to commencing work. The schedule shall reflect the Contractor's consideration of a minimum of inconvenience to the public.

   Any deviations from work scheduling or traffic detouring shall be first approved by the Engineer.

5. **Public Access.** The area under construction may be closed to vehicular traffic. Pedestrian traffic shall be maintained as provided in Paragraph 15 of this section. The Contractor shall be responsible for all barricades, warning signs, flagmen, etc. needed to protect the public as outlined in the "Nebraska Manual of Uniform Traffic Control Devices".

6. **Description of Work.** This Project may consist of excavation, storm sewer, curb inlets, pavement replacement, prepackaged riprap installation, water main and sewer main installation, and pavement installation, together with necessary appurtenances and accessories as noted on the specific plans for work.

7. **Location of Work.** The location of the work to be performed is identified on the proposal and the title sheet of the plans for each project.

8. **Purchasing Agent Appointment and Exempt Sales Certificate.** The Contractor performing the work under this contract will be issued a "Purchasing Agent Appointment" and "Exempt Sales Certificate" signed by the authorized representative of the Owner. It is to be used by the Contractor when purchasing tangible personal property to be actually incorporated into the contract work.

9. **Occupational Safety and Health Act Requirement.** The General Contractor, sub-contractors and suppliers of materials shall comply fully with the provisions of the Occupational Safety and Health Act of 1970, following the effective date thereof, with regard to all work performed and/or materials supplied and shall establish safe and healthful working conditions for employees in connection with such work according to all occupational safety and health standards applicable thereto which are promulgated and issued by the Secretary of Labor during the time of performance of such work and shall indemnify and hold the City of Hastings and the Engineer harmless of and from any and all penalties, fines or expenses which may incur by reason of the violation by subcontractor or supplier of any of the terms and provisions of said Act or said standards.

10. **Excusable Delays.** The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to the following:

(a) To any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason of war, National Defense or any other national emergency;

(b) To any act of the City;

(c) To causes not reasonably foreseeable by the parties to this contract at the time of the execution of the contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another contractor in the performance of some other contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions; and

(d) To any delay of any subcontractor occasioned by any of the causes specified in subparagraphs (a), (b) and (c) of this paragraph 13.

Provided, however, that the contractor promptly notified the City within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the City shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract the delay is properly excusable, the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

11. **Schedule of Construction.** Within ten (10) days after award of the contract, the Contractor shall submit a written progress schedule for the Engineer's approval outlining the manner in which he proposes to prosecute the work. No revision of the approved schedule of work shall be accomplished without first being submitted to and approved by the Engineer.

12. **Obstructions.** The contract prices shall include the cost of removal of quicksand, hardpan, boulders, rubbish, unforeseen obstacles, underground conduits, gas pipes, drain tile, trees, roots, tracks, pavements, sidewalks and the delay or damage caused by the same, whether these obstacles are shown on the contract drawings or not.

13. **Cost of Service.** The Contractor will be required to pay the cost of all water, power, lighting and heating required during construction, and such costs should be merged in the contract price.

14. **Accommodation of Public Vehicular Traffic.**

(a) In order to maintain traffic and to facilitate the ingress and egress to properties and businesses located near or along the side of the project, it may be necessary to construct temporary driveways or temporary cross-overs. These locations may necessitate the placement of temporary surfacing to ensure the movement of traffic through these areas. The temporary cross-overs and the temporary surfacing shall be paid for at the contract unit price for each item of work involved as provided for elsewhere in this special provision. The locations of the temporary cross-overs and the temporary surfacing shall be as directed by the Engineer.

(b) The schedule of sequence of the various portions of the job shall be made available to the Engineer at the preconstruction conference. Any variations from these accommodations to traffic provisions must be approved by the Engineer.

(c) It shall be the responsibility of the Contractor to furnish a flagman or flagmen to direct traffic when his equipment is operating over or adjacent to the roadbed being used by the traveling public. He shall take any other steps necessary to ensure the orderly movement of traffic through or around the work at all times during the day or night, including Sundays and holidays.

(d) All slow-moving equipment used under "Traffic Maintained" conditions including, but not limited to, asphalt pavers, distributors, aggregate spreaders, rollers and mechanical brooms, but not including dump trucks, shall be equipped with at least one revolving amber emergency light (more will be acceptable). All such slow moving equipment shall also be equipped with the standard "slow-moving vehicle" emblem meeting the requirements of Article 7, Section 39-723-10, R.R.S. 1943.

(e) Revolving amber emergency lights shall be provided with a minimum 50 candlepower bulb. Lights shall be sealed so as to be dust and water tight and shall be maintained in good operating condition at all times. Lights shall be level mounted on equipment and provide for 360 degree visibility on each revolution. All revolving lights used shall provide a light that is clearly visible day or night for a minimum distance of 800 feet. The use of magnetic mounted lights will be permissible provided that they meet requirements for visibility and level mounting as set forth above.

(f) Surfacing materials for detours, bypasses or crossings of the project shall be applied as shown in the plan or as directed by the Engineer. Measurement and payment for surfacing applied for accommodation of traffic will be made according to the Standard Specifications, special provisions or as "extra work" if not shown on the plans.

(g) Direct payment will not be made for the flagging service or for the work and materials, except as noted herein, that are incidental to the accommodation of traffic, but it shall be considered that all labor, equipment, materials (other than surfacing) and tools that are required in the work are subsidiary to the items for which the contract provides that direct payment be made, unless specific unit bid items are contained within the contract bid proposals or documents.

(h) It shall be the responsibility of the Contractor to provide and maintain all barricades necessary to close and/or divert traffic away from the streets where construction is taking place. All activities concerning placement of said barricades shall be coordinated with the Engineering Department.

15. Existing Sanitary Sewer, Water, Gas, Electric and Existing Utilities Services. Existing sanitary sewer and water service lines and mains along with gas and electric lines shall be left in place, undisturbed and functioning, during installation of the storm sewer and or water and sewer mains. The Contractor shall assume full responsibility to maintain continuous and uninterrupted service to users of the sewer and water system. The Contractor shall exercise every precaution to avoid damage to any existing utility line or appurtenance (including underground electrical and telephone cables) while performing his work, and he shall be held liable for any damage incurred as a result of his operations.

16. Contractor's Responsibility for Utility Property and Services. At points where the Contractor's operations are adjacent to properties of railway, telephone and power companies, or are adjacent to other property, to which damage might result, work shall not be commenced until all arrangements necessary for the protection thereof have been made.

The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, and that duplication of rearrangement work may be reduced to a minimum, and that services rendered by those parties will not be unnecessarily interrupted.

In the event of interruption to water or utility services as a result of accidental breakage, or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority. He shall cooperate with the said authority in the restoration of service as promptly as possible. Water and sewer must be 10 feet away from any storm sewer.

In no case shall interruption to water service be allowed to exist outside of working hours. Fire hydrants shall be kept accessible to the Fire Department at all times and no materials shall be kept or stockpiled within fifteen (15) feet of any fire hydrant.

The Contractor must cooperate with the utility companies and schedule his work in such a manner as to protect the existing utility facilities until the facilities are abandoned or replacement facilitates are completed. In instances where partial grading is necessary before a utility can install its facilities, the Contractor shall consult with the utility and plan the work so that reasonable time can be allowed the utility for competing its work.

Contractor shall exercise particular care at all times to avoid damage to any of Hastings Utilities system or other facilities and equipment located at or near the scene of any part of the work, especially such facilities as may be in operation. **Any costs for potholing prior to boring are considered subsidiary to the bid.**

Contractor specifically acknowledges that it shall be responsible and liable to Hastings Utilities for all injury or damage to any such existing and operating facilities, including loss of gas or product and all repairs necessitated by any act or omission, resulting in such damages, on the part of the Contractor, his agents or employees, or any subcontractor or subcontractor's agents of employees.

Contractor shall also exercise particular care at all times to avoid damage to underground structures and lines, and specifically recognizes that it shall be held responsible for any injury or damage to unmarked or unidentified underground structures or pipelines, done by Contractor's personnel, or any subcontractor's personnel in connection with performance of the work hereunder.

Please note before beginning any excavation, the Contractor shall be responsible for contracting Diggers Hotline at 1-800-331-5666 **or call 811**.

17. **Soils and Groundwater Conditions.** The successful Contractor shall be required to satisfy himself as to soils and groundwater conditions and will hold the Owner blameless for soils, rock, groundwater or other subsurface conditions encountered during construction of the project.

18. **Special Section.** The Contractor shall not order prefabricated special pipe sections, tees and manholes until order lengths have been verified in the field by the Engineer.

19. **Excess Excavation Disposal Sites.** All earth excavation shall be transported to a site as designated by the Engineer at the preconstruction conference.

In exercising every precaution, the Contractor will be required, among other things, to contact the owner of utilities in determining the exact location of all utilities in advance of his work. Location of utilities on the plans is approximate only, and telephone service lines are not shown.

20. **Maintenance of Surface Drainage and Storm Sewers.** During the course of construction, the Contractor shall conduct his operations in a manner that will not pond or divert surface drainage onto private property and shall maintain the existing surface drainage patterns until such time that the storm sewer system is operable. In addition, the Contractor shall provide temporary works construction which must be approved by the Engineer and shall remain in place until such time that the storm sewer system is operable. The work required for maintenance of surface drainage and storm sewers will not be paid for directly but shall be considered subsidiary to the bid items of the contract.

21. **Property Corners.** The Contractor shall protect existing property corners, and if disturbed or removed during the course of construction, he shall cause to have said corners replaced under the direction of a duly qualified Licensed Land Surveyor.

22. **Testing.** All materials will be inspected, tested and accepted by the Engineer before incorporated in the work. Any work in which untested and unaccepted materials are used without approval or written permission of the Engineer shall be performed at the Contractor's risk and may be considered as unacceptable and unauthorized and will not be paid for. Unless otherwise designated, tests in accordance with the most recent cited standard method of AASHO or ASTM, whichever are current on the date of advertisement, will be at the expense of the Contractor. All testing (concrete and subgrade) will be taken by the Engineer or a qualified representative of the Owner. The cost of concrete tests (compressive cylinder breaks) will be the responsibility of the Contractor. All materials being used are subject to inspection, test or rejection at any time prior to incorporation into the work. Copies of such tests will be furnished to the Contractor at his request.

23. **Miscellaneous Removal Items.** Items indicated for removal on the plans or in the specifications shall be stored at locations determined by the Engineer. Caution shall be exercised in the removal and storage of said items to ensure minimal damage to the article. Items which require removal and replacement shall be restored to equal condition prior to beginning of construction.

    No separate measurement and payment will be made for removal and/or replacement of miscellaneous items, unless a separate bid item is included in the contract for such work. Said work not specifically identified in the bid items shall be considered subsidiary to the other bid items of the contract.

24. **Concrete Plugs** for storm sewer, collars and other miscellaneous items of work shall not be measured and paid for directly unless a separate bid item is included in the contract but shall be considered subsidiary to the bid items of the contract.

25. Concrete Mix Type.

(a) The concrete mix for P.C.C. Pavement, driveways and structural concrete shall be State of Nebraska 47B as specified in Section 1002 of the 2007 State of Nebraska specifications.

(b) The concrete mix for sidewalks shall be State of Nebraska Type BX as specified in Section 1002 of the 2007 State of Nebraska Specifications.

(c) All concrete shall have a minimum compressive strength of 2,000 psi at 7 days and 3,500 psi at 28 days unless otherwise noted in the plans and specifications.

26. Relaying of Storm Sewer Pipe shall be installed, measured and paid for in accordance with Section I of these specifications.

27. Stripping Topsoil.

(a) Description. This work shall consist of the removal of topsoil from cut areas or areas to be covered by embankments in such quantity as required to cover the slopes, ditches and shoulders in accordance with the details shown in the plans; subsequent placing, spreading and finishing of the topsoil material shall be as indicated in Section M "Topsoil, Seeding, Mulching, Fertilizing & Erosion Control."

(b) Construction Methods.

(1) Clearing and grubbing operations from the area from which the topsoil is to be obtained shall be completed prior to the removal of the topsoil.

(2) In the work of removing the topsoil, care shall be taken to avoid the incorporation of any appreciable quantities of subsoil.

(c) Measurement and Payment. Stripping will be measured and paid for at the contract unit price per cubic yard for "Stripping Topsoil", which payment shall be full compensation for furnishing all labor, equipment and materials necessary to complete the item of work, or as outlined in the Special Provisions.

28. Riprap.

(a) Description. This work shall consist of furnishing and placing riprap in accordance with the details shown in the plans or as directed by the Engineer.

(b) Materials. Riprap may consist of broken concrete of which at least 90 percent shall consist of pieces weighing not less than 50 pounds each. Pieces meeting this requirement shall be sound and free of fractures.

(c) Construction Method.

(1) The riprap shall be placed upon the slopes and ditch bottoms as indicated on the plans or as directed by the Engineer and shall be placed to a minimum depth of 12 inches in two layers.

(2) The riprap shall be placed to provide a uniform slope with a regular surface conforming to the lines and grades indicated on the plans or as directed by the Engineer.

(d) Measurement and Payment. Riprap will be measured and paid for at the contract unit price per square yard for "Riprap", which payment shall be full compensation for furnishing all labor, equipment and materials necessary to complete the item of work.

29. Prepackaged Riprap.

(a) Description. This work shall consist of furnishing and placing of commercially available, prepackaged riprap bags in accordance with the details shown in the plans or as directed by the Engineer.

(b) Materials. Material shall consist of prepackaged crushed concrete, stone, sand and gravel and cement in degradable bags as produced by U-Mix Products Co., 6200 Cornhusker Highway, P.O. Box 29288, Lincoln, Nebraska 68529, (402) 466-1953, or approved equal. Filled bag size is approximately 20 inches long by 13 inches wide by 4 inches thick.

(c) Construction Method. The standard building technique for a riprap wall is to stack the bags in a running bond pattern similar to brick or concrete block. The first row of bags should be placed side by side which forms a toe for the remainder of courses which are then placed end to end. Each course of bags should be overlapped in a step pattern which may vary from 2 inches to 8 inches dependent upon vertical wall conditions as indicated on the plans. When the riprap is used as a wall for reclamation or as a seawall, backfill should be used. The backfill shall be placed simultaneously with every other course of bags laid and shall be compacted to at least 90 percent proctor density. The course of bags shall be placed so as to follow the contour of the natural ground or excavation proposed and shall be flat and perpendicular to the base. The base course gradeline shall be established by laser and control points in the field. The bags shall be pinned together vertically with #4 rebar in accordance with the plan details illustrated. Since the bags are filled with a dry material which allows the bag to conform to the contours of the base and fill, they should be tamped or packed with a tamper or jitterbug to ensure proper bonding of each course as well as giving a flat surface for the following course of bags. This also fills the bags completely with material giving a physically uniform dimensional wall. Any variations in placement of the bags from the details illustrated on the plans will be instructed by the Engineer in the field.

(d) Measurement and Payment. Prepackaged, bagged riprap will be measured and paid for at the contract unit price per bag, which payment shall be full compensation for furnishing all labor, equipment and materials necessary to complete the item of work.

Reinforcing steel for pinning bagged, prepackaged riprap shall be paid for at the unit bid price per pound, which payment shall be full compensation for furnishing all labor, equipment and materials necessary to complete the item of work.

30. **Water.** The Owner will provide access to the Contractor of any and all water necessary to construct the proposed project. The water will be furnished from the fire hydrant nearest the project. It will be the responsibility of the Contractor to contact Hastings Utilities before use of any fire hydrant. Hastings Utilities will, upon deposit from the Contractor, furnish and install a meter, check valve and shut-off for the Contractor's use. The Contractor shall furnish all other necessary hose adaptors, hose and other equipment for the distribution and transportation of the water and shall be responsible for water usage fees.

31. **Opening Pavement for Use.** No section of pavement shall be opened to traffic until approval has been given by the Engineer.

At the option of the Engineer, certain sections of the project may be opened to traffic. In such cases, the section will be inspected, completed work tentatively accepted in writing at the discretion of the Engineer and the same turned over to the City for maintenance. Such action shall not in any way be construed as a final acceptance of the project.

The Contractor will not be held responsible for damages to portions of the project which have been tentatively accepted by the Engineer and opened to traffic prior to final approval and acceptance of the project, provided such damages are due to actions of the elements or to normal action of traffic. The Contractor shall be responsible for any damages which may have been occasioned by defective work or because of noncompliance with the Plans, Specifications and Contract.

Upon written authorization by the Engineer, the Contractor may cease to maintain barriers and lights as required; the project may be opened to traffic; and the Contractor is relieved from further maintenance and public liability on that portion of the project, providing all of his equipment has been removed from the right-of-way.

32. **Landfill Fees.** The Contractor will be responsible for securing his own disposal site or paying any associated fees for disposal at the Landfill.

33. **Salvage Rights.** The City of Hastings will retain the right to salvage any paving brick that it may wish for its use in other projects.

DIVISION II
SITEWORK

SECTION A—CLEARING AND GRUBBING

1. **Description.** The work of clearing and grubbing shall be as described in Section 202 of the 2007 State Specifications.

2. **Construction Methods** used for clearing and grubbing shall be in conformance with Section 202.02.

3. **Method of Measurement and Payment.**

   (a) Clearing and grubbing of trees shall be measured and paid for as described in Section 202.01.

   (b) General clearing and grubbing shall not be measured and paid for directly but shall be paid as a lump sum in accordance with Section 202.01.

SECTION B—EARTHWORK

1. **Description.** The work of performing Roadway Excavation and Embankment shall consist of that described in Section 205 of the 2007 State Specifications.

2. **Construction Methods** used shall conform to applicable portions of Sections 205.02 and 204.03. The compaction of embankments and fill shall be Class III Type C.

3. **Method of Measurement and Payment.** Unless specified in the plans or bidding documents, roadway excavation, embankment, watering, borrow or haul will not be paid for directly but shall be considered subsidiary to the bid items of the contract.

SECTION C—FOUNDATION COURSE

1. **Description.** This work shall consist of the construction of a compacted foundation course in accordance with Section 307 of the 2007 State Specifications.

2. **Subgrade** shall be prepared in accordance with Section 301, Subgrade Compaction, of the 2007 State Specifications.

3. **Materials.** All materials shall consist of that required to produce Aggregate Foundation Course (regular) as indicated in Section 307.02.

4. **Construction Methods.** Foundation Course shall be mixed, laid and compacted in accordance with Section 307.03 at locations designated on the plans or as directed by the Engineer.

5. **Measurement and Payment.**

(a) All materials and work required to produce, mix, lay, water and compact Foundation Course (regular) will be measured and paid for on a square yard basis and shall be considered full compensation for producing, furnishing, laying, watering and compacting and all work necessary to complete the item of work.

(b) Subgrade preparation shall not be paid for directly but shall be considered subsidiary to the bid items of the contract.

SECTION D—ASPHALTIC CONCRETE – N/A

Section deleted – not applicable to this contract.

SECTION E—PERFORMANCE GRADED BINDER – N/A

Section deleted – not applicable to this contract.

SECTION F—PORTLAND CEMENT CONCRETE PAVEMENT, CURB WALL, INTEGRAL CURB, CURB AND GUTTER AND SIDEWALK, STRUCTURAL CONCRETE, REINFORCING STEEL

1. **Description.** This work shall consist of that described in Division 600 Concrete Paving; Section 704 Concrete Retaining Walls and Steps; Section 606 Concrete Curb and Gutter; Section 607 Concrete Sidewalks; and Division 700 Bridges, Culverts, Related Construction of the 2007 State Specifications.

2. **Materials.** All materials used in the performance of the items of work shall comply with Division 600 and Division 1000 for Concrete Paving (47B).

3. **Construction Methods.**

(a) Concrete Paving shall be mixed, placed and finished as provided in Sections 603.03.

(b) Concrete Retaining Walls and Steps shall be mixed, formed, placed and finished in accordance with Section 704.

(c) Concrete Curb and Gutter shall be mixed, placed and finished in accordance with Sections 606.01 through 606.03.

(d) Concrete Sidewalks and Drives shall be mixed and finished in accordance with Sections 607.01 through 607.03 and Sections 609.01 through 609.03.

(e) Structural Concrete for box culverts, bridges and dams shall be mixed and furnished in accordance with Section 704.

(f) Reinforcing Steel. Steel bars for concrete reinforcement shall conform to Section 707 of the 2007 State Standard Specifications for Highway Construction and shall be deformed, of Grade 40 or Grade 60 billet or Grade 40 or Grade 60 axle steel as shown in the plans, specifications or Special Provisions.

4. <u>Method of Measurement and Payment</u>.

(a) Portland Cement Pavement shall be measured in place and paid for by the square yard at the contract bid price for "P.C.C. Pavement" at the thickness shown in the proposal and on the plans. Such payment shall be considered full compensation for furnishing all materials including, but not limited to, reinforcing steel, dowel bars, joint sealer, special joints, hauling, placing, sawing, finishing and curing said concrete paving and performing all incidental work necessary to complete the item of work.

(b) Integral Curb shall be subsidiary to the unit contract bid price for P.C.C. concrete pavement.

(c) Concrete Curb Wall shall be measured and paid for by the cubic yard in place at the contract bid price for "Concrete Curb Wall" through and including transitions from Concrete Curb Wall to Standard Integral Curb. Said payment will be considered full compensation for furnishing all materials and labor necessary to complete the item of work.

(d) Concrete Curb and Gutter shall be measured and paid for by the linear foot for "Concrete Curb and Gutter". Said payment shall be considered full compensation for furnishing all materials and labor necessary to complete the item of work.

(e) Portland Cement Concrete Sidewalks shall be measured and paid for by the square foot at the contract bid price for "5 Inch P.C.C. Sidewalks". Said payment shall be considered full compensation for furnishing all materials and labor necessary to complete the item of work.

(f) Portland Cement Concrete Drives shall be measured and paid for by the square yard at the contract bid price for "6 Inch P.C.C. Drives". Said payment will be considered full compensation for furnishing all materials and labor necessary to complete the item of work.

(g) Structural Concrete shall be measured and paid for per cubic yard at the contract bid price. Said payment will be considered full compensation for furnishing all materials and labor necessary to complete the item of work.

(h) Payment of steel reinforcement shall be made at the contract bid price per "pound". Such payment shall be considered full compensation for furnishing all materials and labor necessary to complete the item of work.

SECTION G—PAVEMENT, CURB AND GUTTER, SIDEWALK AND DRIVE REMOVAL

1. **Description.** This work shall consist of removing and disposing of Asphaltic Concrete Paving, Concrete Paving, Concrete Curb and Gutter and Concrete Sidewalks and Drives.

2. **Construction Methods.** Limits of paving removals for Asphaltic and Portland Cement Concrete Paving including Curb and Gutter, Sidewalks and Drives, when indicated in the plans or directed by the Engineer, shall be sawed to a depth sufficient to result in a straight and undamaged edge on the remaining pavement.

   Where pipelines are to be installed by open cut in streets on which asphalt or concrete pavement exists, the pavement shall be neatly cut out in a straight line along both edges of the trench. Cutting will be done with a concrete saw or other suitable means acceptable to the Engineer. The paving so cut will be removed, loaded and hauled to a dump approved by the Engineer. Limits of paving removed will be designated by the Engineer.

3. **Method of Measurement and Payment.**

   (a) Removal of all types of roadway paving shall be unclassified and shall be measured and paid for on a square yard basis at the contract bid price for "Pavement Removal". Such payment shall be considered full compensation for furnishing all materials and labor necessary to complete the item of work.

   (b) Removal of pavement for drives will be measured and paid for on a square yard basis at the contract bid price for "Driveway Pavement Removal". Such payment shall be considered full compensation for furnishing all materials and labor necessary to complete the item of work.

   (c) Removal of concrete curb and gutter shall be measured and paid for on a linear foot basis at the contract bid price for "Curb and Gutter Removal". Such payment shall be considered full compensation for furnishing all materials and labor necessary to complete the item of work.

   (d) Removal of concrete sidewalk shall be measured and paid for on a square foot basis at the contract bid price for "Sidewalk Removal". Such payment shall be considered full compensation for furnishing all materials and labor necessary to complete the item of work.

   (e) Saw cutting pavement will not be paid for directly but shall be considered subsidiary to the bid items of the contract, unless otherwise so specified in the bidding documents.

SECTION H—REMOVAL OF EXISTING STRUCTURES

1. **Description.** This work shall consist of that described in Section 203 of the 2007 State Specifications.

2. **Construction Methods** used shall be in conformance with Section 203.02.

3. **Method of Measurement and Payment.**

   (a) Removing existing concrete box culverts, dams, retaining walls, storm sewer inlets and catch basins, etc. shall be measured and paid for on a per each basis for each item removed at the contract bid price as specified in the Proposal, which payment shall be considered full compensation for providing all labor and materials necessary to complete the work.

   (b) Removal of existing storm sewer shall be measured and paid for on a linear foot basis for the type and size indicated in the proposal and on the plans.

SECTION I—REINFORCED CONCRETE PIPE/HDPE PIPE

1. **Description.** This work shall consist of that described in Section 1037 of the 2007 State Specifications.

2. **Materials** used in the construction shall conform to minimum material requirements shown as follows:

   (a) Reinforced Concrete Pipe shall conform to the requirements of AASHTO M170, M206 C 76 76 ASTM Designation or the latest revision thereof, for Class III Reinforced Concrete storm sewer and culvert pipe.

   The various classes of pipe designated shall meet the following requirements:

   (1) Class III Reinforced Concrete Pipe – D Load 0.01 in crack 1,350 lbs.
   Class III Reinforced Concrete Pipe – D Load Ultimate 2,000 lbs.

   (2) Concrete Proportions – as designated in Section 5.2.1 concrete (ASTM 76 76) with not less than six U.S. standard bags of cement per cubic yard.

   (3) Concrete Strength – 4,000 psi

   (4) Pipe Acceptance – as specified in Section 3.1.1 (ASTM 76 76) three edge bearing test. In addition, the reinforced concrete pipe manufactured under this specification will be required to meet absorption requirements of concrete as indicated in ASTM Specification C 76.

(b) Corrugated Polyethylene Pipe. The storm sewer pipe shall be constructed of high-density polyethylene (HDPE) in conformance with AASHTO Specifications M-294 latest addition, nominal diameters 15" through 36".

Minimum pipe stiffness at 5% deflection per ASTM D-2412 shall be as follows:

Diameter	Stiffness
15"	42
18"	40
24"	34
30"	28
36"	22

The HDPE storm sewer pipe shall have outer corrugation with smooth inner liner. The Mannings "n" factor for the interior of the pipe shall be a minimum of 0.012.

Minimum allowable cover shall be 24" to finish grade. Maximum cover shall be in accordance with the HDPE pipe manufacturer's recommendations. Pipe shall be N-12 as manufactured by Advanced Drainage Systems, Inc., Hancor, Inc., or equal.

Joints

Pipe shall be joined with the bell-and spigot joint and shall provide a minimum pull-apart strength of 400 lbs. The bell shall be an integral part of the pipe.

The joint shall use a gasket for form a silt-tight connection. Gaskets shall be installed in the bell by the pipe manufacturer. Joints shall remain silt-tight when subjected to a 1.5° axial misalignment.

3. **Construction Methods.** All transporting, delivering, placing, excavating and backfilling of storm sewer shall conform to the requirements of Section 720 except that backfill material for the lowest 90 degrees shall be sand, placed and compacted to the required density under the direction of the Engineer. Bedding will be required for all reinforced concrete pipe and corrugated metal pipe installed on this project.

4. **Method of Measurement and Payment.**

(a) Excavation backfilling and compaction of trenches for storm sewers shall not be measured and paid for directly but shall be considered subsidiary to the bid items of the contract.

(b) Pipe for storm sewer shall be measured and paid for on the linear foot basis of the contract bid price for "C.M.P. Storm Sewer" and "R.C.P. Storm Sewer" for the pipe sizes indicated in the plans and specifications as provided in Section 720.05.

(c) Pipe for sanitary sewer shall be measured and paid for on the linear foot basis at the contract bid price for "V.C.P. Sanitary Sewer" for the pipe size indicated in the plans and specifications. Said payment shall be considered full compensation for excavation, disconnecting house services from the existing sewer main, installing the sanitary sewer, wyes and house sewer service lines, plugging service lines at the point of disconnection, backfilling and compacting the trench, performing all incidental work and providing all equipment, labor and materials necessary to complete the item of work.

SECTION J—CATCH BASINS, MANHOLES, INLETS AND JUNCTION BOXES

1. **Description.** This work shall consist of that described in Sections 916 Catch Basins, Manholes, Inlets and Junction Boxes and 917 Reconstruction of Manholes and Adjusting Manholes to Grade.

2. **Materials.** All materials furnished shall conform to Section 916.02 except steel and gray iron castings shall be the types specified on the plans.

3. **Construction Methods.** Construction will be in accordance with Sections 916.03.

4. **Method of Measurement and Payment.**

   (a) Excavation backfill and compaction will not be measured and paid for directly but shall be considered subsidiary to the bid items of the contract.

   (b) Manholes and Inlets shall be measured and paid for at the contract bid price per each for the types specified and said payment shall be considered full compensation for furnishing all labor, equipment and materials, including steps and covers, cast iron sanitary sewer, adapter and incidental work necessary to complete the item of work.

   (c) Manholes requiring an adjustment of 24 inches or greater to bring said structure to grade shall be measured and paid for at the contract bid price per each for 24 Inch Risers, which payment shall be considered full compensation for furnishing all labor, equipment and materials (including fabrication, steps and covers) necessary to complete the item of work.

   (d) The work of Adjusting Manholes and Reconstruction of Manholes from 0 to 24 inches shall be measured and paid for at the contract bid price per each for "Adjusting Sewer Manholes to Grade", which payment will constitute cost of all materials, equipment and labor necessary to complete the item of work.

SECTION K—SANITARY SEWER – N/A

Section deleted – not applicable to this contract.

SECTION L—WATER MAINS – N/A

Section deleted – not applicable to this contract.

SECTION M—TOPSOIL, SEEDING, MULCHING, FERTILIZING & EROSION CONTROL

1. **General.** Ditches, cells, berms and dikes disturbed by construction shall be shaped, seeded, mulched and watered.

   (a) Work Included.

   (1) Preparation of subgrade to receive topsoil

   (2) Spreading topsoil

   (3) Seeding and fertilizing

   (4) Erosion control

   (5) Watering

   (6) Maintaining seeded areas until acceptance

   (b) Delivery, Storage and Handling.

   (1) Deliver grass seed in original containers showing analysis of seed mixture, percentage of pure seed, year of production, net weight, date of packaging and location of packaging. Damaged packages are not acceptable.

   (2) Deliver fertilizer in waterproof bags showing weight, chemical analysis, and name of manufacturer.

   (3) All seed shall be a certified blue seed unless stated as a common seed.

   (c) Existing Conditions. Beginning work of this Section means acceptance of existing conditions.

   (d) Submittals. Submit shop drawing and product data for erosion control fabrics and seed mixture to Engineer for approval prior to installation.

2. **Products.**

   (a) Growing Media.

   (1) Topsoil: Excavated material taken from the upper 18 inches of the soil profile, graded free of roots, rocks larger than one inch, subsoil, debris, and large weeds.

   (2) Starter Fertilizer: 18-46-0, commercial type with 50 percent of the elements derived from organic sources.

(b) Seed.

(1) Seed Mixture – Type A

Species	*Pure Live Seed/Acre
Big Bluestem	4.0 lbs.
Indian Grass	3.8 lbs.
Switch Grass	1.8 lbs.
Sideoats Gramma	3.4 lbs.
Oats	.5 lbs.

*Rates shown are for drilling. Rates shall be doubled for broadcast seeding.

(2) Seed Mixture – Type B

Species	*Pure Live Seed/Acre
Broam Grass	10.0 lbs.
Switch Grass	3.5 lbs.
Oats	.5 lbs.

*Rates shown are for drilling. Rates shall be doubled for broadcast seeding.

(3) Seed Mixture – Type C
(Bluegrass (60) - Rye (40)

Bluegrass Species	Pure Live Seed/Sq. Ft.	Pure Live Seed/Acre
Caliper	0.6 lbs.	26.0 lbs.
Newblue	0.6 lbs.	26.0 lbs.
Classic	0.6 lbs.	26.0 lbs.

Rye Species	Pure Live Seed/Sq. Ft.	Pure Live Seed/Acre
Dimension	0.6 lbs.	26.0 lbs.
Palmer III	0.6 lbs.	26.0 lbs.

(c) Accessories. Mulching Material: Prairie hay, oat or wheat straw, reasonably free from weeds, foreign matter detrimental to plant life, and in dry condition. Alfalfa, hay or chopped cornstalks is not acceptable.

(d) Erosion Control Fabric – Type I.

(1) Coconut fiber erosion control fabric shall meet the following requirements:

a) Materials: Coconut at 0.5 lbs./square yard

b) Net – Heavyweight: UL stabilized both sides

c) Roll Width – 6.5 feet minimum

d) Staples shall be 6 inches, 11 gauge

(2) Acceptable Manufacturers: North American Green or equal as approved by the Engineer.

(e) Erosion Control Fabric – Type II

(1) Straw fiber erosion control fabric shall meet the following requirements:

a) Materials: Straw at 0.5 lbs./square yard

b) Net – Lightweight degradable, both sides

c) Roll Width: 6.5 feet minimum

e) Staples shall be 6 inches, 11 gauge

(2) Acceptable Manufacturers: North American Green or equal as approved by the Engineer.

3. Execution.

(a) Preparation.

(1) Protect existing underground improvements from damage.
(2) Remove foreign materials, plants, roots, stones and debris from site. Do not bury foreign material.

(3) Remove contaminated subsoil.

(4) Cultivate area to receipt topsoil to depth of 3 inches. Repeat cultivation to areas where equipment has compacted subgrade.

(b) Spreading Topsoil.

(1) Spread topsoil to depth of 6 inches over area to be seeded. Place during dry weather and on dry, unfrozen subgrade.

(2) Cultivate topsoil to depth of 6 inches with mechanical tiller. Cultivate inaccessible areas by hand. Rake until surface is smooth.

(3) Remove foreign materials collected during cultivation from site.

(4) Grade to eliminate rough spots and low areas where ponding may occur. Maintain smooth, uniform grade.

(5) Assure positive drainage away from buildings.

(6) Finish ground level firm and sufficient to prevent sinkage pockets when irrigation is applied.

(c) Fertilizing.

(1) Apply fertilizer at a rate of 200 lbs. per acre.

(2) Do not apply grass seed and fertilizer at same time or in same machine.

(3) Lightly water to aid breakdown of fertilizer and to provide moist soil for seed.

(d) Seeding.

(1) Apply seed at rates indicated earlier in this section.

(2) The Contractor shall notify the Engineer at least 48 hours in advance of the time he intends to begin work and shall not proceed with such work until permission to do so has been granted by the Engineer.

(3) Seeding operations shall be performed only during the periods between March 1 and June 1 and between August 1 and September 15 except by express permission of the Engineer. No work shall be performed during excessively windy weather or when the ground is frozen, wet or otherwise untillable.

(4) For seeding, approved mechanical power drawn drills, broadcast type seeder or hydraulic seeders may be used.

(e) Mulching.

(1) Mulch shall be either dry cured native hay or threshed grain straw. Hay or straw shall be free from seeds of noxious weeds and relatively free from seeds of all other weeds.

(2) The Contractor shall apply a protective mulch within 48 hours after sowing the seed, unless otherwise directed by the Engineer. The mulch shall be applied with a mulch blowing machine or other approved methods at the rate of two tons per acre.

(3) Immediately following the spreading of the mulch, the material shall be anchored to the soil by a V-type wheel land packer, a soil erosion mulch tiller, or other suitable equipment which will secure the mulch firmly to form a soil-bind mulch.

(4) Straw mulch is required on all areas to be seeded that do not receive erosion control fabric.

(f) Erosion Control Fabric.

(1) A straw fiber drainage blanket (Type II) shall be used along the bottom of the drainage ditches as indicated at locations on the plan.

(2) A coconut fiber drainage blanket (Type I) shall be used in the storm water collection sump(s) as indicated at locations on the plan.

(3) The total width of the area to receive Type II drainage blankets shall be no less than 11 feet.

(4) All blankets shall be stapled using no less than two staples per square yard.

(5) All blankets shall be installed keyed into shallow trenches along the perimeter. Follow manufacturer's recommendations.

(g) Watering. Watering shall not begin until completion of the mulching operation. All areas shall be wetted as required to start the moist soil conditions necessary to assure seed germination and growth. At least one additional watering will be required after the initial period as directed by the Engineer.

(h) Measurement and Payment.

Seeding will be measured and paid for at the contract unit price per acre for "seeding", which payment shall be full compensation for topsoiling, shaping, seedbed preparation, seed, planting, mulching, watering and all incidentals required to complete the item of work.

Erosion control fabric will be paid for at the contract unit price per square yard for the specified type, which payment shall be full compensation for all material, grading, labor and incidentals required to complete the item of work.

(i) Acceptance. Seeded areas will be accepted when seeded areas are properly established and otherwise acceptable. This shall include any reseeding that may be required beyond the standard one year warranty, but in no case longer than three years from the date of initial Final Completion.

SECTION N - POLYUREA PAVEMENT MARKING, GROOVED (D-11-0308)

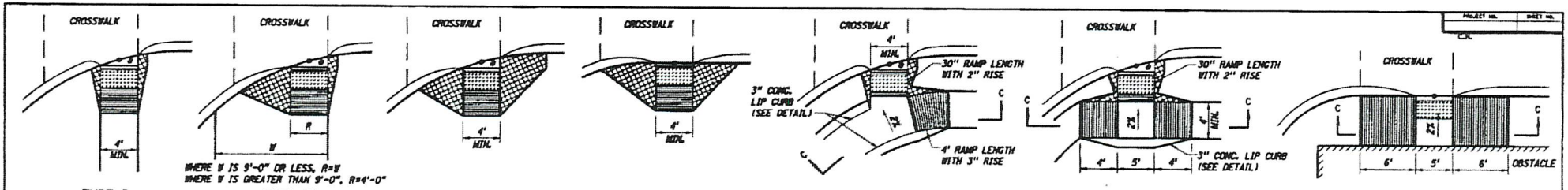
Section deleted – not applicable to this contract.

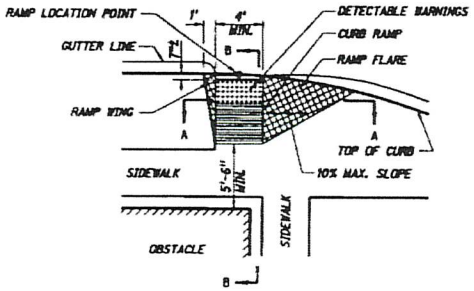
SECTION O — METHOD OF PAYMENT

The Engineer will compile a detailed estimate of cost of work completed at the end of each week. Said estimates, being approved by the Engineer, will be submitted to the Hastings City Council each month for payment. A 10 percent retainage on each estimate or total accumulative estimate will be held by the City until at which time the job has had final approval and acceptance by the Engineer.

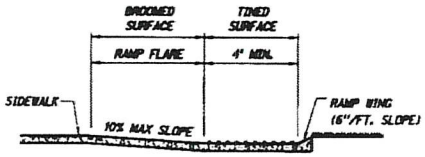
SECTION P — GUARANTEE OF WORKMANSHIP AND MATERIALS

The Contractor shall guarantee all materials, workmanship and successful operation of all work furnished and installed by him for a period of one year from the date of final acceptance of the whole work and shall guarantee to repair or replace at his expense any part of the work which shows defect during the guarantee period, provided such defect is, in the opinion of the Engineer, due to imperfect material or workmanship.



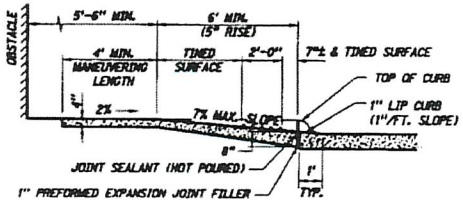


TYPICAL CURB RAMP DETAIL



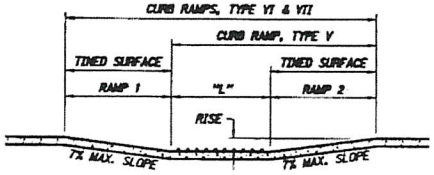
SECTION A-A

TYPICAL RAMP CROSS SECTION



SECTION B-B

TYPICAL RAMP PROFILE



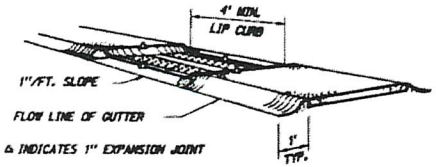
CURB RAMP	RISE	"L"	RAMP 1	RAMP 2
TYPE V	3"	VAR.	N/A	4'
TYPE VI	3"	5'	4'	4'
TYPE VII	5"	5'	6'	6'

SECTION C-C

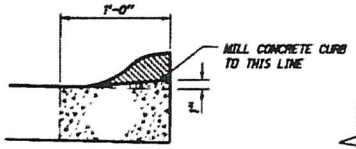
TYPICAL RAMP CROSS SECTION

LEGEND

- DETECTABLE WARNINGS
- TINED CURB RAMPS
- BROOMED RAMP WINGS & FLARES
- MILLED CONCRETE

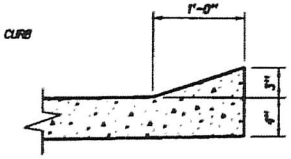


MEDIAN CROSSING

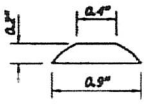


NOTE:
COMBINATION CONCRETE CURB AND GUTTER MAY BE REMOVED AND REPLACED IN LIEU OF MILLING.

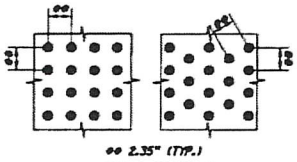
CURB REMOVAL DETAIL



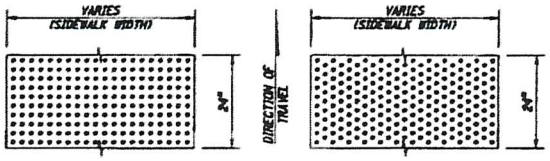
3" CONCRETE LIP CURB DETAIL



DOME SECTION



DOME SPACING



DOME ALINGMENT

DETECTABLE WARNING DETAILS

NOTES:

THE NORMAL GUTTER LINE PROFILE SHALL BE MAINTAINED THROUGH THE AREA OF THE CURB RAMP.

THE SURFACE OF ALL CURB RAMPS SHALL BE TINED TRANSVERSELY TO THE SLOPE OF THE CURB RAMP. THE TINES SHALL PRODUCE GROOVES APPROXIMATELY ½" WIDE AND 3/16" DEEP ON ½" CENTERS. ALL FLARES AND WINGS SHALL BE BROOMED.

CARE SHALL BE TAKEN TO ASSURE A UNIFORM GRADE ON THE CURB RAMP, FREE OF SAGS AND SHORT GRADE CHANGES.

THE RAMP FLARES SHALL BE CONSTRUCTED WITH A 10% SLOPE AT RIGHT ANGLES TO THE SLOPE OF THE CURB RAMP, TYPES II, III & IV.

THE SLOPE OF SIDEWALKS APPROACHING CURB RAMPS (OR THEIR FLARES) SHALL BE FLAT ENOUGH TO PROVIDE RECOVERY AREAS FOR WHEELCHAIRS ENTERING OR EXITING THE RAMPS.

THE WORK OF CONSTRUCTING THESE RAMPS SHALL BE MEASURED AND PAID FOR AS A PART OF THE WORK FOR "CONCRETE SIDEWALKS", "CONCRETE MEDIAN SURFACING" OR "CONCRETE BIKEWAY". THE WORK OF MODIFICATION OF NEW OR EXISTING CURB WILL NOT BE PAID FOR DIRECTLY, BUT WILL BE CONSIDERED SUBSIDIARY TO OTHER ITEMS OF WORK FOR WHICH DIRECT PAYMENT IS MADE.

MAXIMUM PERCENT OF SLOPES ARE RELATIVE TO THE SLOPE OF THE ADJACENT SIDEWALK.

DETECTABLE WARNINGS SHALL EXTEND THE FULL WIDTH OF THE CURB RAMP. THEY SHALL BE LOCATED SO THAT THE EDGE NEAREST THE CURB LINE IS 6" TO 8" FROM THE CURB LINE.

● INDICATES 0.02'/FT. SLOPE TOWARDS STREET.

PROFESSIONAL CIVIL ENGINEER Philip C. Tarnhuizen E-7688 STATE OF NEBRASKA

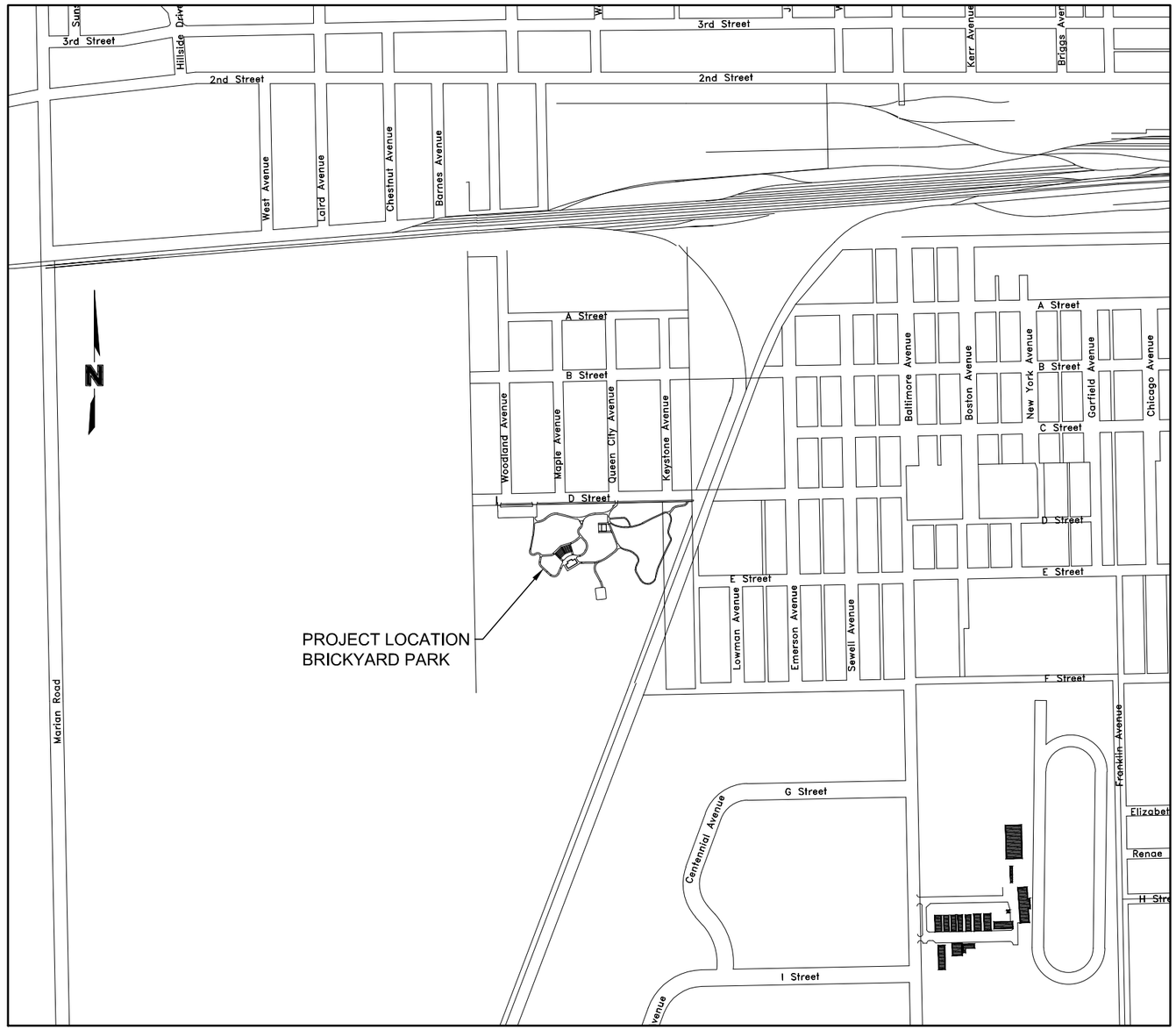
CURB RAMPS

SPECIAL PLAN C

CITY OF HASTINGS
BRICKYARD PARK AMPHITHEATER IMPROVEMENTS
2019

LEGEND

- EXISTING FENCE
- SILT FENCE
- CONSTRUCTION FENCE
- IRRIGATION LINE
- EXISTING CONTOUR LINE
- PROPOSED CONTOUR LINE
- SPRINKLER HEAD
- SPRINKLER CONTROL BOX
- EXISTING EVERGREEN TREE
- EXISTING DECIDUOUS TREE



LOCATION MAP
HASTINGS, NEBRASKA
NOT TO SCALE

SHEET INDEX	
NUMBER	TITLE
1	COVER SHEET
2	GENERAL INFORMATION
3	GENERAL SITE INFORMATION
4	SITE LAYOUT PLAN, HORIZONTAL & VERTICAL CONTROL
5	STAKEOUT COORDINATES
6	SITE DEMOLITION PLAN
7	SITE GRADING PLAN
8	SITE CONSTRUCTION PLAN
9	GEOMETRICS & GRADES
10	AMPHITHEATER SEATING GEOMETRICS & GRADES
11	AMPHITHEATER SEATING PLAN
12	DETAIL SHEET

olsson
1017 W. 2nd Street
Hastings, NE 68901
TEL 402.463.0240
www.olsson.com

PROFESSIONAL CIVIL ENGINEER
JAY S. BUSLER
E-15907
STATE OF NEBRASKA
10/24/19

REV. NO.	DATE	REVISIONS DESCRIPTION

REVISIONS

COVER SHEET

CITY OF HASTINGS
BRICKYARD PARK AMPHITHEATER IMPROVEMENTS
HASTINGS, NEBRASKA
2019

drawn by:	LH
checked by:	JSB
approved by:	JSB
QA/QC by:	JCB
project no.:	2018-3097
drawing no.:	C_TTL_93097
date:	04-26-2019

SHEET
1 of 12

DWG: F:\2018\3001-3500\018-3097\40-Design\AutoCAD\Final Plans\Sheets\GNCV\C_TTL_83097.dwg USER: lhusted
DATE: Apr 26, 2019 9:24am XREFS: c_tbik_83097 City of Hastings-HU-UPDATED 10-24-16

SUMMARY OF ESTIMATED QUANTITIES		
ITEM DESCRIPTION	QUANTITY	UNIT
MOBILIZATION	1	LS
6" CONCRETE SIDEWALK	1770	SY
6" CONCRETE SEATING AREA	512	SY
STAIR SAFETY TREAD	220	LF
TYPE 1 DRAIN TROUGH	2	EA
TYPE 2 DRAIN TROUGH	2	EA
12" HDPE CULVERT PIPE	44	LF
12" HDPE FLARED END SECTION	4	EA
15" HDPE CULVERT PIPE	28	LF
15" HDPE FLARED END SECTION	2	EA
REASSEMBLE & INSTALL BENCH SEATING	1	LS
GRIND CURB	2	LF
REMOVE SIDEWALK	599	SY
REMOVE CONCRETE SEATING AREA	2021	SY
REMOVE & DISASSEMBLE EXISTING BENCH SEATING	1	LS
CONSTRUCTION FENCING	2208	LF
EARTHWORK	1	LS
OVEREXCAVATION	100	CY
TEMPORARY EROSION CONTROL	463	LF

EROSION CONTROL NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL EROSION & SEDIMENT CONTROL MEASURES AND PRACTICES THROUGHOUT THE PROJECT. ANY AND ALL FINES ASSOCIATED WITH THE EROSION CONTROL VIOLATIONS WILL BE THE CONTRACTOR'S RESPONSIBILITY.
2. ALL HERBACEOUS VEGETATION SHALL BE REMOVED FROM WITHIN THE LIMITS OF THE GRADING AND REDISTRIBUTED WITH THE TOPSOIL. IF POSSIBLE, LEAVE VEGETATION BUFFER TO NEIGHBORING PROPERTIES AND SENSITIVE AREAS.
3. TEMPORARY EROSION CONTROL SHALL BE SILT FENCE, OR TEMPORARY SILT CHECKS. TEMPORARY SILT CHECKS SHALL BE ON NDOT APPROVED PRODUCTS LIST FOR TYPE "SYNTHETIC" OR "WATTLE". SILT CHECKS SHALL BE INSTALLED ACCORDING TO MANUFACTURES SPECIFICATION.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVING AND REPLACING ANY EXISTING TEMPORARY EROSION CONTROL AS REQUIRED BY CONSTRUCTION ACTIVITIES.
5. FOLLOWING SOIL DISTURBANCE, PERMANENT OR TEMPORARY STABILIZATION SHALL BE COMPLETED WITHIN FOURTEEN (14) CALENDAR DAYS TO THE SURFACE OF ALL PERIMETER CONTROLS, TOPSOIL STOCKPILES, AND ANY OTHER DISTURBED OR GRADED AREAS ON PROJECT SITE WHICH ARE NOT BEING USED FOR MATERIAL STORAGE, OR ON WHICH ACTUAL EARTH MOVING ACTIVITIES ARE NOT BEING PERFORMED.
6. CONTRACTOR TO CLEAN PARKING LOT AND STREETS IF MUD IS TRACKED FROM JOBSITE & UPON COMPLETION IF NEEDED.
7. CONTRACTOR TO INSTALL 1-MAILBOX AT CONSTRUCTION ENTRANCE/EXIT. THIS MAILBOX WILL BE THE LOCATION OF THE SWPPP.
8. CITY OF HASTINGS WILL SEED AND MULCH ALL DISTURBED AREAS.
9. THE CONTRACTOR MAY USE WATER SPRINKLING, TEMPORARY ENCLOSURES, AND OTHER SUITABLE METHODS TO LIMIT DUST AND DIRT RISING AND SCATTERING IN AIR. COMPLY WITH GOVERNING REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION.

MAINTENANCE:

ALL MEASURES STATED ON THIS EROSION CONTROL PLAN, AND IN THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) SHALL BE MAINTAINED IN FULLY FUNCTIONAL CONDITION UNTIL NO LONGER REQUIRED FOR A COMPLETED PHASE OF WORK OR FINAL STABILIZATION OF THE SITE. ALL SEDIMENT AND EROSION CONTROL PRACTICES WILL BE INSPECTED AT LEAST ONCE EVERY FOURTEEN (14) CALENDAR DAYS AND AFTER ANY STORM EVENT EQUAL TO OR GREATER THAN 0.5 INCHES OF PRECIPITATION DURING ANY 24-HOUR PERIOD BY RESPONSIBLE PERSONNEL. ANY NECESSARY REPAIRS OR CLEANUP TO MAINTAIN THE EFFECTIVENESS OF THE BEST MANAGEMENT PRACTICES SHALL BE MADE IMMEDIATELY BY CONTRACTOR.

1. BARRIERS SHALL BE REPAIRED OR REPLACED IF THEY SHOW SIGNS OF UNDERMINING, OR DETERIORATION.
2. ALL SEEDED AREAS SHALL BE CHECKED REGULARLY TO SEE THAT A STAND IS MAINTAINED. AREAS SHOULD BE FERTILIZED, MULCHED, WATERED, AND RESEEDED AS NEEDED.
3. THE CONSTRUCTION ENTRANCES SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ONTO PUBLIC RIGHT-OF-WAYS. THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE CONSTRUCTION ENTRANCES AS CONDITIONS DEMAND.
4. THE TEMPORARY PARKING AND STORAGE AREA SHALL BE KEPT IN GOOD CONDITION (SUITABLE FOR PARKING AND STORAGE). THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE TEMPORARY PARKING AS CONDITIONS DEMAND.

GENERAL NOTES

1. THE LOCATION OF ALL AERIAL AND UNDERGROUND UTILITY FACILITIES MAY NOT BE INDICATED ON THESE PLANS. UNDERGROUND UTILITIES, WHETHER INDICATED OR NOT WILL BE LOCATED AND FLAGGED BY THE UTILITIES AT THE REQUEST OF THE CONTRACTOR. NO EXCAVATION WILL BE PERMITTED IN THE AREA OF UNDERGROUND UTILITY FACILITIES UNTIL ALL SUCH FACILITIES HAVE BEEN LOCATED AND IDENTIFIED TO THE SATISFACTION OF ALL PARTIES. THE EXCAVATION MUST BE ACCOMPLISHED WITH EXTREME CARE IN ORDER TO AVOID ANY POSSIBILITY OF DAMAGE TO THE UTILITY FACILITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES.
2. CONTRACTOR SHALL PRESERVE ALL SURVEY CONTROL AND WILL BE RESPONSIBLE FOR RE-ESTABLISHING THEM IF THEY ARE DISTURBED DURING CONSTRUCTION.
3. THE CONTRACTOR SHALL OBTAIN AND PAY THE COST OF ALL REQUIRED PERMITS AND FEES.
4. CONSTRUCTION MAY BEGIN SEPTEMBER 1, 2019 AND SHALL BE SUBSTANTIALLY COMPLETE BY MARCH 1, 2020 TO INCLUDE ALL CONCRETE PAVEMENT CONSTRUCTION. THE PROJECT FINAL COMPLETION SHALL BE BY MARCH 15, 2020.
5. THE CITY SHALL BE RESPONSIBLE FOR CONCRETE AND DENSITY TESTING REQUIRED.
6. THE CONTRACTOR SHALL USE EXTREME CAUTION IN THE AREA OF EXISTING MANHOLES, POWER POLES, AND EXISTING UTILITIES, AND SHALL BE RESPONSIBLE FOR DAMAGES.
7. THE CONTRACTOR SHALL PROTECT THE EXISTING SPRINKLER HEADS AND LINES. IF THERE IS A CONFLICT, THE CONTRACTOR SHALL NOTIFY THE CITY OF HASTINGS PARKS AND RECREATION DEPARTMENT. THE PARKS AND RECREATION DEPARTMENT WILL REMOVE SPRINKLER HEADS AND CAP LINES AS NECESSARY FOR CONSTRUCTION. SPRINKLER SYSTEM REPAIRS WILL BE COMPLETED BY OTHERS.
8. CONSTRUCTION FENCING SHALL BE INSTALLED AROUND THE FULL PERIMETER OF CONSTRUCTION ZONE.
9. SAW CUTTING FOR CONCRETE REMOVAL SHALL BE SUBSIDIARY TO CONCRETE REMOVAL AND SHALL BE THE FULL DEPTH OF THE PAVEMENT. REMOVAL SHALL OCCUR AT EXISTING JOINTS WHERE POSSIBLE.
10. PRIOR TO SEATING AREA PAVEMENT, THE TOP 12" OF SUBGRADE IN ALL AREAS TO RECEIVE PAVEMENT SHALL BE SCARIFIED AND RECOMPACTED TO 98% OF THE STANDARD PROCTOR MAXIMUM DRY DENSITY AND WET OF OPTIMUM MOISTURE TO +3%.
11. THE MAXIMUM JOINT SPACING FOR 6" CONCRETE SIDEWALKS SHALL BE THE WIDTH OF THE SIDEWALK OR A MAXIMUM OF 8' UNLESS OTHERWISE NOTED. SIDEWALK JOINTS SHALL BE SAW CUT.
12. CONTRACTOR SHALL MATCH PROPOSED JOINTS TO EXISTING JOINTS WHERE POSSIBLE.
13. CONCRETE SEATING AREA SHALL BE NDOT CLASS BX-3000 AND SHALL USE TYPE 1P CEMENT AND HAVE A 28 DAY COMPRESSIVE STRENGTH OF 3000 PSI.
14. ALL CONCRETE SIDEWALKS SHALL BE NDOT CLASS BX-3000 AND SHALL USE TYPE 1P CEMENT AND HAVE A 28 DAY COMPRESSIVE STRENGTH OF 3000 PSI.
15. CONCRETE SEATING AREA AND ALL SIDEWALKS SHALL HAVE A LIGHT BROOM FINISH.
16. CONSTRUCTION OF ALL JOINTS INCLUDING DOWELS AND TIE BARS SHALL BE CONSIDERED SUBSIDIARY TO CONCRETE PAVEMENT.
17. THE CONTRACTOR SHALL PROVIDE CULVERT INLET PROTECTION TO PREVENT SEDIMENT FROM ENTERING THE CULVERTS.
18. PRIOR TO MOVING OFF SITE THE CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING REQUESTING A FINAL WALK-THROUGH OF THE PROJECT.

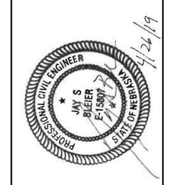
GENERAL GRADING NOTES

1. CONTOURS LINES SHOWN REPRESENT TOP OF PAVEMENT OR TOP OF FINISHED GRADE. SPOT ELEVATIONS REPRESENT TOP OF SLAB OR TOP OF FINISHED GRADE UNLESS NOTED OTHERWISE.
2. APPROXIMATE EARTHWORK QUANTITIES:
   BALANCE FACTOR = 1.0

   EMBANKMENT = 950 C.Y.
   EXCAVATION = 1250 C.Y.

   CONTRACTOR TO VERIFY QUANTITIES. NO FURTHER MEASUREMENT OR ADJUSTMENTS WILL BE MADE.
3. THE CONTRACTOR MAY BE REQUIRED TO IMPORT FILL MATERIAL. FILL MATERIAL MUST BE APPROVED BY THE ENGINEER PRIOR TO COMMENCING WORK.
4. GENERAL FILL AND BACKFILL SHALL BE COMPACTED TO A MINIMUM OF 92% OF THE STANDARD PROCTOR MAXIMUM DRY DENSITY.
5. CULVERT BACKFILL SHALL BE COMPACTED TO A MINIMUM OF 95% OF THE STANDARD PROCTOR MAXIMUM DRY DENSITY.
6. THE CONTRACTOR SHALL STRIP AND STOCKPILE TOPSOIL AT ALL AREAS TO BE DISTURBED DURING CONSTRUCTION. THEN STOCKPILED TOPSOIL SHALL BE REDISTRIBUTED FOR AREAS TO BE SEEDED.
7. CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE IN ALL AREAS AND ENSURE THERE IS NO STANDING WATER.
8. SEEDING WILL BE COMPLETED BY OTHERS. CONTRACTOR SHALL FINE GRADE ALL AREAS DISTURBED BY CONSTRUCTION AND ENSURE ALL AREAS ARE READY FOR SEEDING.
9. THE CITY SHALL DEVELOP A STORM WATER POLLUTION PREVENTION PLAN AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR ITS IMPLEMENTATION.
10. PAVEMENT AREAS SHALL BE PROOF-ROLLED TO IDENTIFY SOFT SUBGRADE AREAS.
11. ENGINEER SHALL SET GRADING CONTROL POINTS FOR CONTRACTOR TO UTILIZE FOR GRADING.

olsson
1017 W. 2nd Street
Hastings, NE 68901
TEL 402.463.0240 www.olsson.com



REV. NO.	DATE	REVISIONS DESCRIPTION

REVISIONS

GENERAL INFORMATION

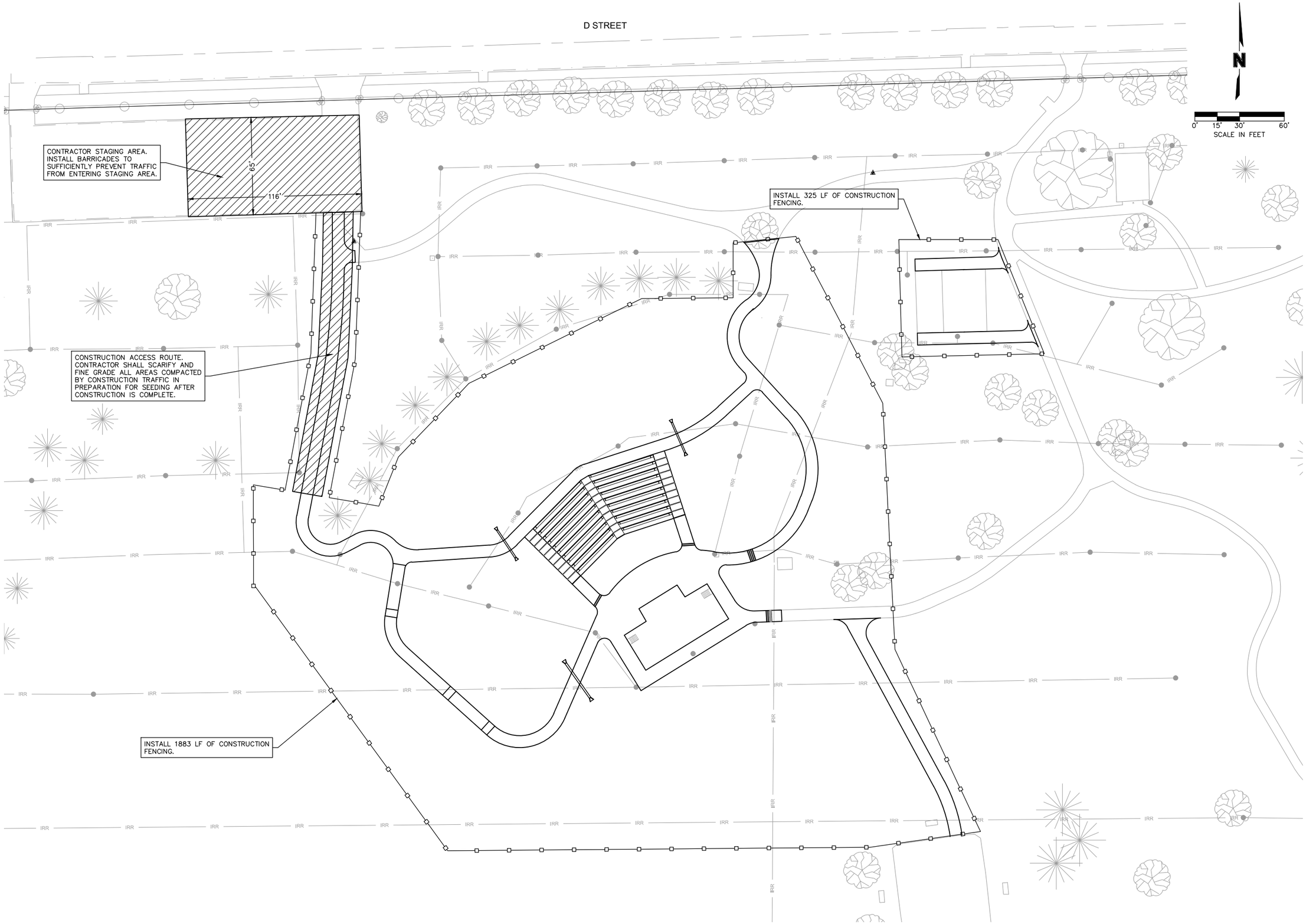
CITY OF HASTINGS
BRICKYARD PARK AMPHITHEATER IMPROVEMENTS

HASTINGS, NEBRASKA

2019

drawn by:	LH
checked by:	JSB
approved by:	JSB
QA/QC by:	JCB
project no.:	2018-3097
drawing no.:	C_GEN_93097
date:	04-26-2019

DWG: F:\2018\3001-3500\018-3097\40-Design\AutoCAD\Final Plans\Sheets\GNCV\C_GEN_83097.dwg USER: lhusted
DATE: Apr 26, 2019 9:24am XREFS: c_topo_83097 c_pbase_83097 c_tblk_83097 C_AER_83097



DWG: F:\2018\3001-3500\018-3097\40-Design\AutoCAD\Final Plans\Sheets\GNCV\C_GEN_83097.dwg USER: lhusted
DATE: Apr 26, 2019 9:24am XREFS: c_topo_83097 c_pbase_83097 c_tblk_83097 C_AERL_83097

olsson
1017 W. 2nd Street
Hastings, NE 68901
TEL 402.463.0240 www.olsson.com

PROFESSIONAL CIVIL ENGINEER
JAY S. BUGER
E-15907
STATE OF NEBRASKA
4/26/19

REV. NO.	DATE	REVISIONS DESCRIPTION

REVISIONS

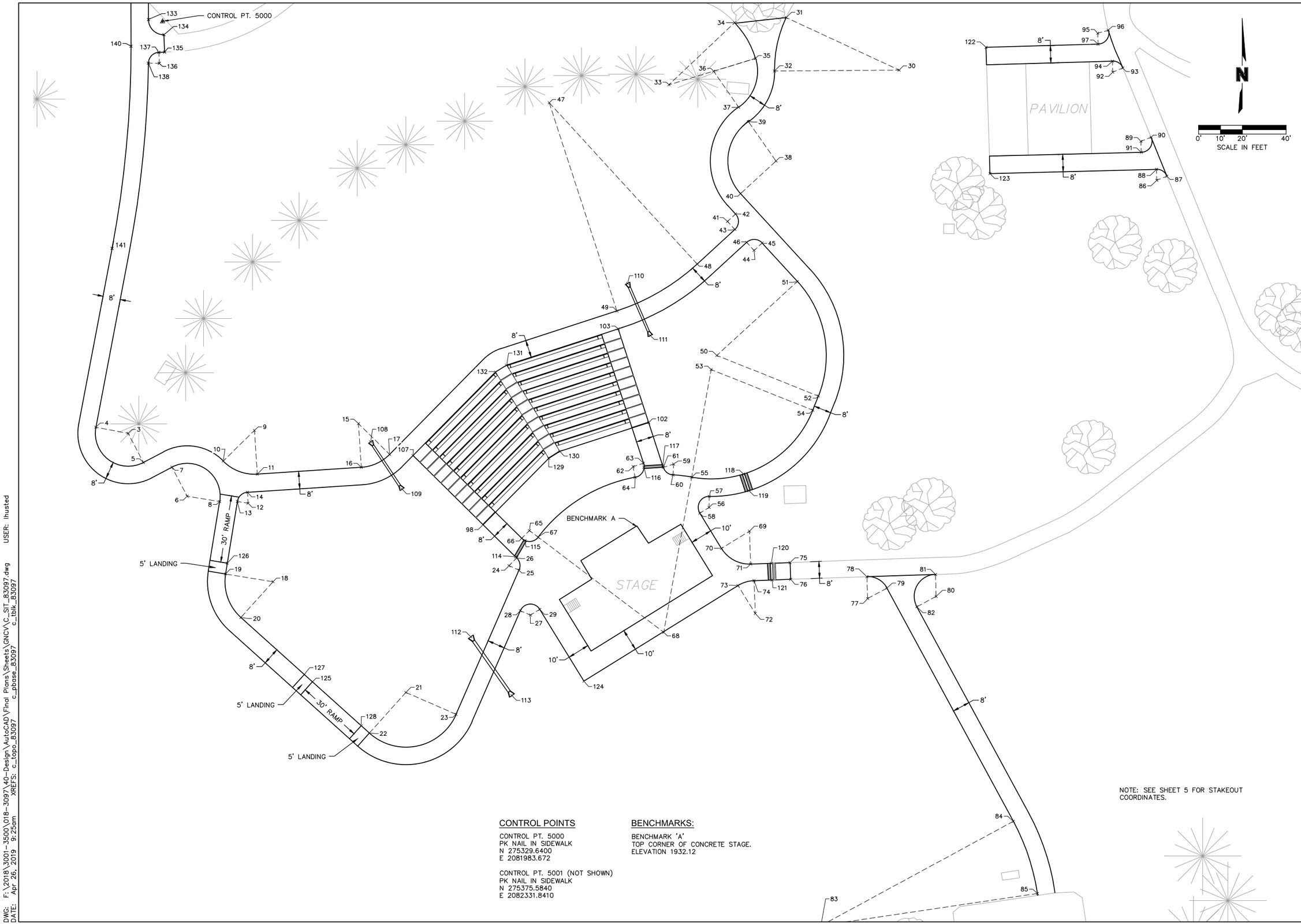
GENERAL SITE INFORMATION

CITY OF HASTINGS
BRICKYARD PARK AMPHITHEATER IMPROVEMENTS

HASTINGS, NEBRASKA

2019

drawn by:	LH
checked by:	JSB
approved by:	JSB
QA/QC by:	JCB
project no.:	2018-3097
drawing no.:	C_GEN_93097
date:	04-26-2019



NOTE: SEE SHEET 5 FOR STAKEOUT COORDINATES.

CONTROL POINTS

CONTROL PT. 5000
PK NAIL IN SIDEWALK
N 275329.6400
E 2081983.672

CONTROL PT. 5001 (NOT SHOWN)
PK NAIL IN SIDEWALK
N 275375.5840
E 2082331.8410

BENCHMARKS:

BENCHMARK 'A'
TOP CORNER OF CONCRETE STAGE.
ELEVATION 1932.12

olsson
1017 W. 2nd Street
Hastings, NE 68901
TEL 402.463.0240
www.olsson.com

PROFESSIONAL CIVIL ENGINEER
JAY S. BUGER
E-15908
STATE OF NEBRASKA
4/26/19

REV. NO.	DATE	REVISIONS DESCRIPTION

REVISIONS

SITE LAYOUT PLAN
HORIZONTAL & VERTICAL CONTROL

CITY OF HASTINGS
BRICKYARD PARK AMPHITHEATER IMPROVEMENTS

HASTINGS, NEBRASKA

2019

drawn by:	LH
checked by:	JSB
approved by:	JSB
QA/QC by:	JCB
project no.:	2018-3097
drawing no.:	C_SIT_93097
date:	04-26-2019

SHEET
4 of 12

DWG: F:\2018\3001-3500\018-3097\40-Design\AutoCAD\Final Plans\Sheets\GNCV\C_SIT_83097.dwg USER: lhusted
DATE: Apr 26, 2019 9:25am XREFS: c_topo_83097 c_pbase_83097 c_tblk_83097

POINT TABLE			
POINT #	NORTHING	EASTING	FULL DESCRIPTION
1	275349.0371	2081969.2016	MATCH EXISTING
2	275349.2923	2081977.2014	MATCH EXISTING
3	275141.3343	2081967.9225	15' RADIUS POINT
4	275144.1348	2081953.1863	PC 15' RADIUS
5	275128.0587	2081974.9052	PT 15' RADIUS
6	275112.5978	2081994.9186	15' RADIUS POINT
7	275125.8734	2081987.9359	PC 15' RADIUS
8	275110.1879	2082009.7237	PT 15' RADIUS BEGIN RAMP
9	275142.6740	2082025.6501	20' RADIUS POINT
10	275128.6851	2082011.3564	PC 20' RADIUS
11	275122.7169	2082026.9593	PT 20' RADIUS
12	275109.4141	2082022.7689	5' RADIUS POINT
13	275110.2174	2082017.8338	PC 5' RADIUS
14	275114.4033	2082022.4416	PT 5' RADIUS
15	275145.7925	2082073.1894	20' RADIUS POINT
16	275125.8354	2082074.4986	PC 20' RADIUS
17	275131.7368	2082087.4174	PT 20' RADIUS
18	275073.5518	2082034.1550	22' RADIUS POINT
19	275077.0864	2082012.4408	PC 22' RADIUS, END LANDING
20	275057.1936	2082019.4442	PT 22' RADIUS
21	275022.9750	2082094.8821	25' RADIUS POINT
22	275004.3862	2082078.1653	PC 25' RADIUS END LANDING
23	275012.9676	2082117.7918	PT 25' RADIUS
24	275080.8649	2082141.9946	5' RADIUS POINT
25	275078.8634	2082146.5766	PC 5' RADIUS
26	275084.4219	2082145.5086	PT 5' RADIUS
27	275058.2986	2082151.7796	5' RADIUS
28	275060.3001	2082147.1977	PC 5' RADIUS
29	275060.9200	2082156.0373	PT 5' RADIUS
30	275307.3451	2082320.3297	57' RADIUS POINT
31	275331.3624	2082268.6580	PC 57' RADIUS
32	275306.9335	2082263.3505	PT 57' RADIUS
33	275300.6600	2082215.1310	41.32' RADIUS POINT
34	275329.0583	2082245.1467	PC 41.32' RADIUS
35	275312.6697	2082254.6680	PT 41.32' RADIUS
36	275306.8568	2082235.5313	20' RADIUS POINT
37	275290.4270	2082246.9359	PT 20' RADIUS
38	275265.7824	2082264.0427	22' RADIUS POINT
39	275283.7999	2082251.4184	PC 22' RADIUS
40	275250.9083	2082247.8327	PT 22' RADIUS
41	275238.2011	2082241.8492	5' RADIUS POINT
42	275241.5816	2082245.5333	PC 5' RADIUS
43	275234.5170	2082245.2297	PT 5' RADIUS
44	275224.9384	2082254.0189	5' RADIUS POINT
45	275228.3189	2082257.7030	PC 5' RADIUS
46	275228.6225	2082250.6384	PT 5' RADIUS
47	275292.4001	2082160.4030	100' RADIUS POINT
48	275218.7186	2082228.0124	PC 100' RADIUS
49	275197.2989	2082191.3184	PT 100' RADIUS
50	275176.9492	2082236.9796	50' RADIUS POINT

POINT TABLE			
POINT #	NORTHING	EASTING	FULL DESCRIPTION
51	275210.7539	2082273.8204	PC 50' RADIUS
52	275158.3902	2082283.4077	PT 50' RADIUS
53	275170.5039	2082234.4032	50' RADIUS POINT
54	275151.9449	2082280.8313	PC 50' RADIUS
55	275121.2990	2082225.5216	PT 50' RADIUS
56	275107.5107	2082233.4748	5' RADIUS POINT
57	275112.5102	2082233.5484	PC 5' RADIUS
58	275104.8935	2082229.2145	PT 5' RADIUS
59	275127.3105	2082217.2649	5' RADIUS POINT
60	275122.3192	2082216.9705	PC 5' RADIUS
61	275125.7648	2082212.5098	PT 5' RADIUS
62	275126.1571	2082198.7126	5' RADIUS POINT
63	275127.7029	2082203.4677	PC 5' RADIUS
64	275121.2407	2082199.6230	PT 5' RADIUS
65	275096.9286	2082151.3464	5' RADIUS POINT
66	275093.3716	2082147.8324	PC 5' RADIUS
67	275093.9101	2082155.3325	PT 5' RADIUS
68	275050.4441	2082212.7320	72' RADIUS POINT
69	275096.6128	2082251.9061	15' RADIUS POINT
70	275088.7610	2082239.1252	PC 15' RADIUS
71	275081.6231	2082252.4635	PT 15' RADIUS
72	275059.0358	2082254.5824	15' RADIUS POINT
73	275071.7850	2082246.6794	PC 15' RADIUS
74	275074.0252	2082254.0199	PT 15' RADIUS
75	275082.2942	2082270.4564	MATCH EXISTING
76	275074.6535	2082270.7625	MATCH EXISTING
77	275065.8557	2082305.9317	10' RADIUS POINT
78	275075.8499	2082305.5898	PC 10' RADIUS
79	275070.6233	2082314.7220	PT 10' RADIUS
80	275066.8684	2082337.2355	10' RADIUS POINT
81	275076.8644	2082336.9495	PC 10' RADIUS
82	275062.1009	2082328.4452	PT 10' RADIUS
83	274916.3859	2082284.6136	100' RADIUS POINT
84	274964.0616	2082372.5172	PC 100' RADIUS
85	274931.0890	2082383.5268	PT 100' RADIUS
86	275256.9781	2082438.0890	5' RADIUS POINT
87	275258.8586	2082442.7219	PC 5' RADIUS
88	275261.9765	2082437.9620	PT 5' RADIUS
89	275274.8000	2082430.8552	5' RADIUS POINT
90	275276.6805	2082435.4881	PC 5' RADIUS
91	275269.8016	2082430.9823	PT 5' RADIUS
92	275306.4090	2082417.9589	5' RADIUS POINT
93	275308.3163	2082422.5808	PC 5' RADIUS
94	275311.4069	2082417.8156	PT 5' RADIUS
95	275324.2201	2082411.1139	5' RADIUS POINT
96	275325.5666	2082415.9292	PC 5' RADIUS
97	275319.2222	2082411.2572	PT 5' RADIUS
98	275099.5869	2082130.1578	EDGE OF CONCRETE
102	275146.2888	2082205.8379	EDGE OF CONCRETE
103	275189.0843	2082191.9259	EDGE OF CONCRETE

POINT TABLE			
POINT #	NORTHING	EASTING	FULL DESCRIPTION
107	275131.2124	2082098.1448	EDGE OF CONCRETE
108	275137.4653	2082078.7263	END 12" F.E.S.
109	275115.8144	2082093.1220	END 12" F.E.S.
110	275209.8820	2082196.2323	END 12" F.E.S.
111	275186.0331	2082206.5875	END 12" F.E.S.
112	275048.3745	2082124.5283	END 15" F.E.S.
113	275021.5234	2082143.3540	END 15" F.E.S.
114	275084.9219	2082145.0025	END DRAIN TROUGH
115	275092.3873	2082149.3512	END DRAIN TROUGH
116	275125.9037	2082203.6664	END DRAIN TROUGH
117	275126.4428	2082212.2894	END DRAIN TROUGH
118	275122.7615	2082249.1546	END DRAIN TROUGH
119	275115.1669	2082251.6898	END DRAIN TROUGH
120	275081.9702	2082261.9359	END DRAIN TROUGH
121	275074.3303	2082262.2842	END DRAIN TROUGH
122	275317.7535	2082360.0350	EDGE OF CONCRETE
123	275260.0410	2082361.8249	EDGE OF CONCRETE
124	275028.1173	2082176.2332	EDGE OF CONCRETE
125	275027.7897	2082052.1408	BEGIN RAMP
126	275082.0214	2082013.2442	END RAMP
127	275031.1331	2082048.4231	END LANDING
128	275007.7295	2082074.4475	END RAMP
129	275129.9451	2082160.1485	EDGE OF CONCRETE
130	275133.0960	2082165.2545	EDGE OF CONCRETE
131	275172.5078	2082140.9336	EDGE OF CONCRETE
132	275169.3569	2082135.8276	EDGE OF CONCRETE
133	275330.4898	2081977.2199	MATCH EXISTING
134	275323.4970	2081984.2782	MATCH EXISTING
135	275315.5664	2081984.6051	MATCH EXISTING
136	275310.4622	2081982.1796	5' RADIUS POINT
137	275315.4579	2081981.9736	PC 5' RADIUS
138	275310.5344	2081977.1801	PT 5' RADIUS
139	275317.7522	2081477.2322	492' RADIUS POINT
140	275318.2365	2081969.2319	PC 492' RADIUS
141	275225.8943	2081960.5810	PT 492' RADIUS

olsson
1017 W. 2nd Street
Hastings, NE 68901
TEL 402.463.0240 www.olsson.com

PROFESSIONAL CIVIL ENGINEER
JAY S. BUGER
E-15690
STATE OF NEBRASKA
4/26/19

REV. NO.	DATE	REVISIONS DESCRIPTION

REVISIONS

STAKEOUT COORDINATES

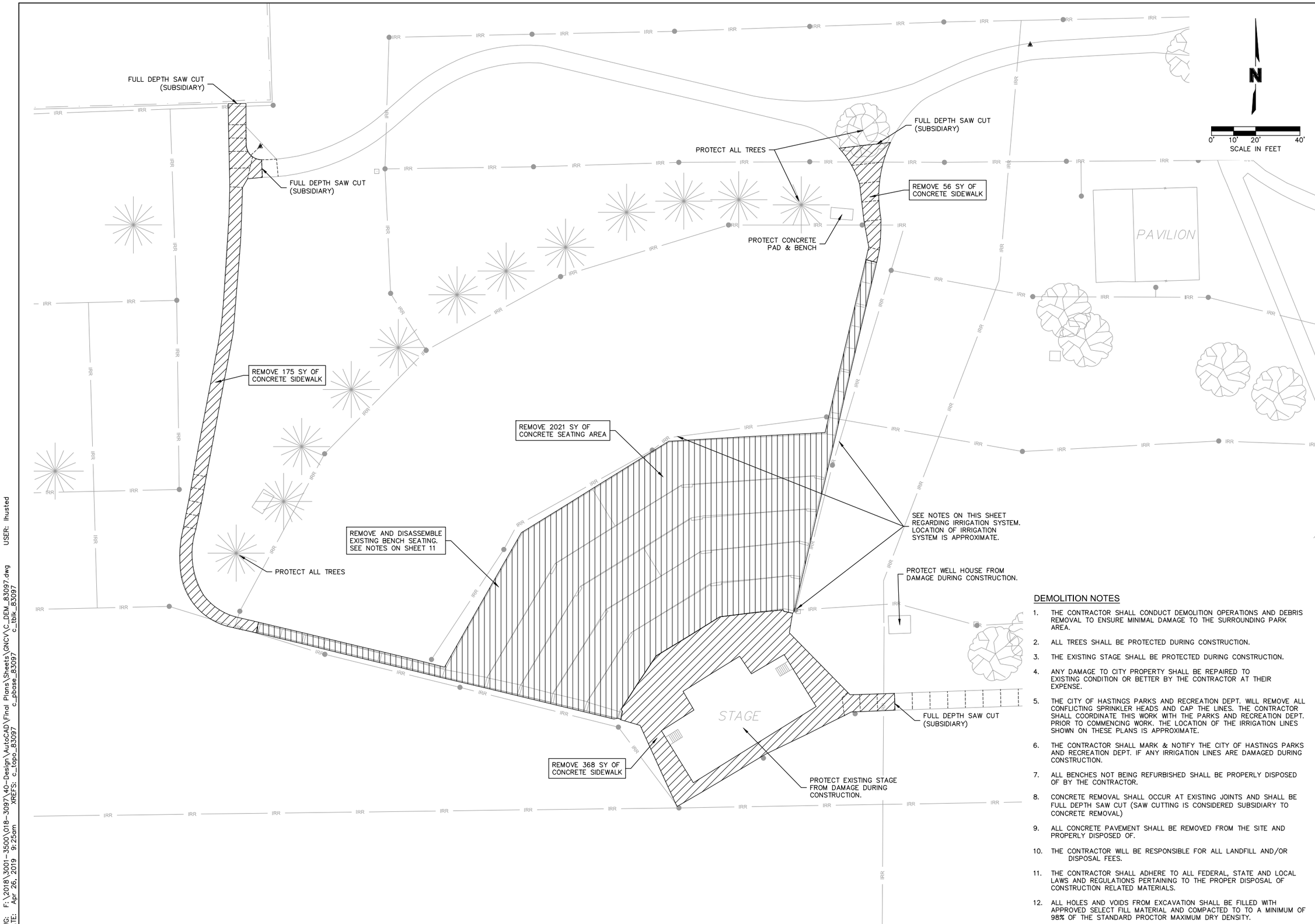
CITY OF HASTINGS
BRICKYARD PARK AMPHITHEATER IMPROVEMENTS

HASTINGS, NEBRASKA

2019

drawn by: LH
checked by: JSB
approved by: JSB
QA/QC by: JCB
project no.: 2018-3097
drawing no.: C_SIT_93097
date: 04-26-2019

DWG: F:\2018\3001-3500\018-3097\40-Design\AutoCAD\Final Plans\Sheets\GNCV\C_SIT_83097.dwg USER: lhusted
DATE: Apr 26, 2019 9:25am XREFS: c_topo_83097 c_pbase_83097 c_tblk_83097



DEMOLITION NOTES

1. THE CONTRACTOR SHALL CONDUCT DEMOLITION OPERATIONS AND DEBRIS REMOVAL TO ENSURE MINIMAL DAMAGE TO THE SURROUNDING PARK AREA.
2. ALL TREES SHALL BE PROTECTED DURING CONSTRUCTION.
3. THE EXISTING STAGE SHALL BE PROTECTED DURING CONSTRUCTION.
4. ANY DAMAGE TO CITY PROPERTY SHALL BE REPAIRED TO EXISTING CONDITION OR BETTER BY THE CONTRACTOR AT THEIR EXPENSE.
5. THE CITY OF HASTINGS PARKS AND RECREATION DEPT. WILL REMOVE ALL CONFLICTING SPRINKLER HEADS AND CAP THE LINES. THE CONTRACTOR SHALL COORDINATE THIS WORK WITH THE PARKS AND RECREATION DEPT. PRIOR TO COMMENCING WORK. THE LOCATION OF THE IRRIGATION LINES SHOWN ON THESE PLANS IS APPROXIMATE.
6. THE CONTRACTOR SHALL MARK & NOTIFY THE CITY OF HASTINGS PARKS AND RECREATION DEPT. IF ANY IRRIGATION LINES ARE DAMAGED DURING CONSTRUCTION.
7. ALL BENCHES NOT BEING REFURBISHED SHALL BE PROPERLY DISPOSED OF BY THE CONTRACTOR.
8. CONCRETE REMOVAL SHALL OCCUR AT EXISTING JOINTS AND SHALL BE FULL DEPTH SAW CUT (SAW CUTTING IS CONSIDERED SUBSIDIARY TO CONCRETE REMOVAL)
9. ALL CONCRETE PAVEMENT SHALL BE REMOVED FROM THE SITE AND PROPERLY DISPOSED OF.
10. THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL LANDFILL AND/OR DISPOSAL FEES.
11. THE CONTRACTOR SHALL ADHERE TO ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS PERTAINING TO THE PROPER DISPOSAL OF CONSTRUCTION RELATED MATERIALS.
12. ALL HOLES AND VOIDS FROM EXCAVATION SHALL BE FILLED WITH APPROVED SELECT FILL MATERIAL AND COMPACTED TO TO A MINIMUM OF 98% OF THE STANDARD PROCTOR MAXIMUM DRY DENSITY.

olsson
1017 W. 2nd Street
Hastings, NE 68901
TEL 402.463.0240
www.olsson.com

PROFESSIONAL CIVIL ENGINEER
JAY S. BUGER
E-15908
STATE OF NEBRASKA
4/26/19

REV. NO.	DATE	REVISIONS DESCRIPTION

REVISIONS

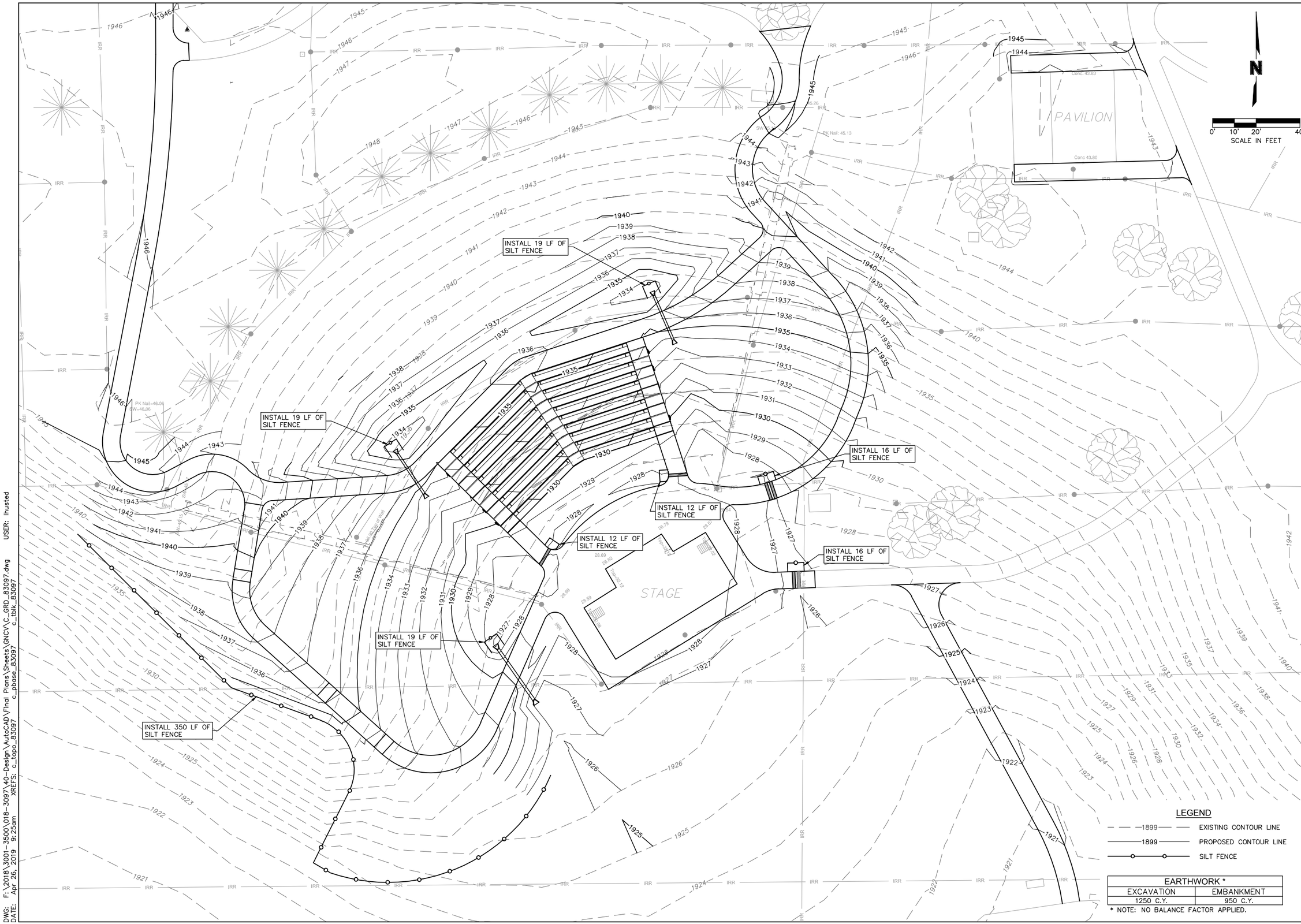
SITE DEMOLITION PLAN

CITY OF HASTINGS
BRICKYARD PARK AMPHITHEATER IMPROVEMENTS
HASTINGS, NEBRASKA
2019

drawn by:	LH
checked by:	JSB
approved by:	JSB
QA/QC by:	JCB
project no.:	2018-3097
drawing no.:	C_DEM_93097
date:	04-26-2019

SHEET
6 of 12

DWG: F:\2018\3001-3500\018-3097\40-Design\AutoCAD\Final Plans\Sheets\GNCV\C_DEM_83097.dwg USER: lhusted
DATE: Apr 26, 2019 9:25am XREFS: c_topo_83097 c_pbase_83097 c_tblk_83097



EARTHWORK *	
EXCAVATION	EMBANKMENT
1250 C.Y.	950 C.Y.

* NOTE: NO BALANCE FACTOR APPLIED.

olsson
1017 W. 2nd Street
Hastings, NE 68901
TEL 402.463.0240 www.olsson.com

PROFESSIONAL CIVIL ENGINEER JAY S. BUGER E-15907 STATE OF NEBRASKA
12/19

REV. NO.	DATE	REVISIONS DESCRIPTION

REVISIONS

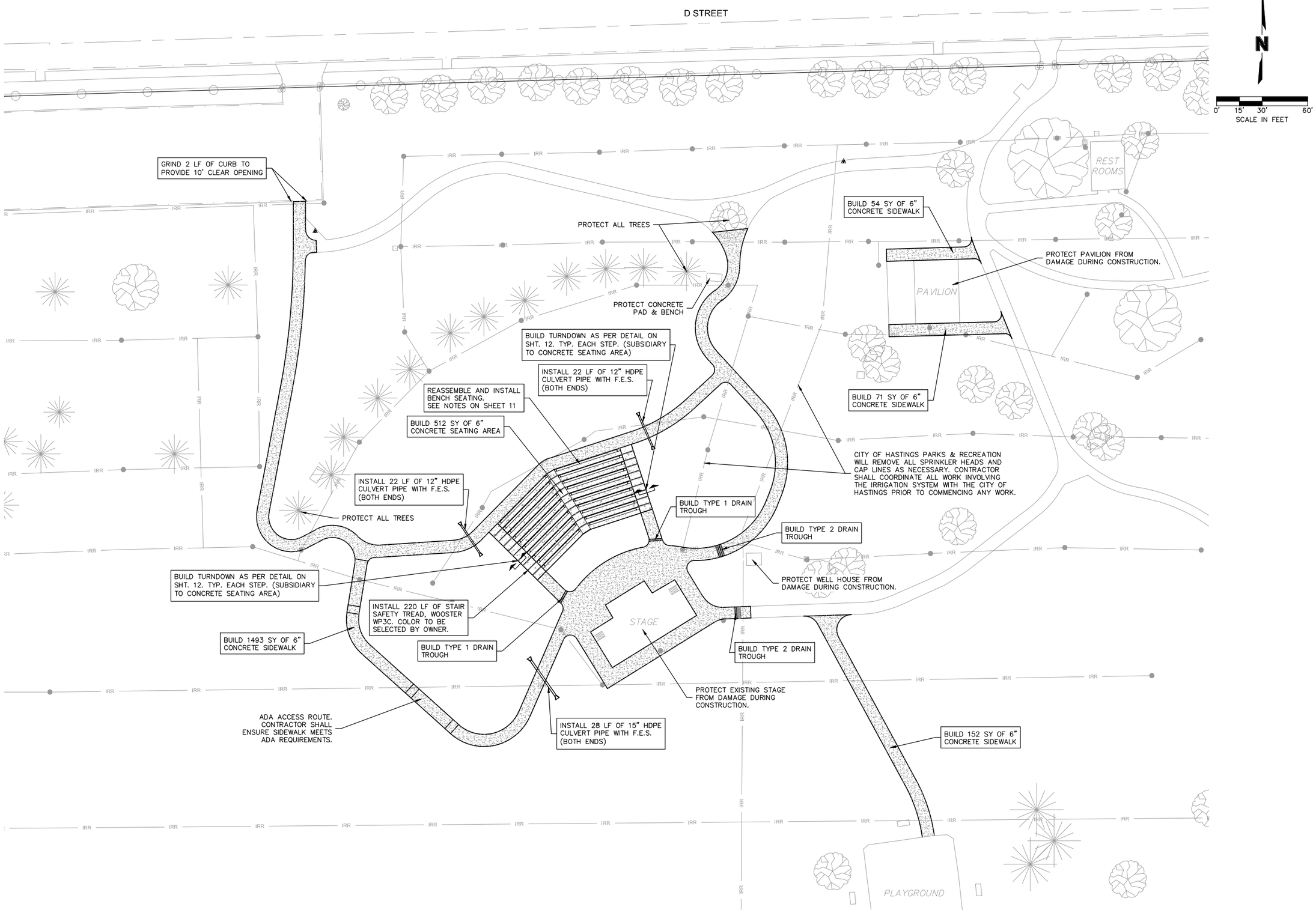
SITE GRADING PLAN

CITY OF HASTINGS
BRICKYARD PARK AMPHITHEATER IMPROVEMENTS
HASTINGS, NEBRASKA
2019

drawn by:	LH
checked by:	JSB
approved by:	JSB
QA/QC by:	JCB
project no.:	2018-3097
drawing no.:	C GRD 93097
date:	04-26-2019

SHEET
7 of 12

DWG: F:\2018\3001-3500\018-3097\40-Design\AutoCAD\Final Plans\Sheets\GNCV\C_GRD_83097.dwg USER: lhusted
DATE: Apr 26, 2019 9:25am XREFS: c_topo_83097 c_pbase_83097 c_tblk_83097



DWG: F:\2018\3001-3500\018-3097\40-Design\AutoCAD\Final Plans\Sheets\GNCV\C_CON_83097.dwg USER: lhusted
DATE: Apr 26, 2019 9:26am XREFS: c_topo_83097 c_pbase_83097 c_tblk_83097

olsson
1017 W. 2nd Street
Hastings, NE 68901
TEL 402.463.0240 www.olsson.com

PROFESSIONAL CIVIL ENGINEER
JAY S. BUGER
E-15908
STATE OF NEBRASKA
4/26/19

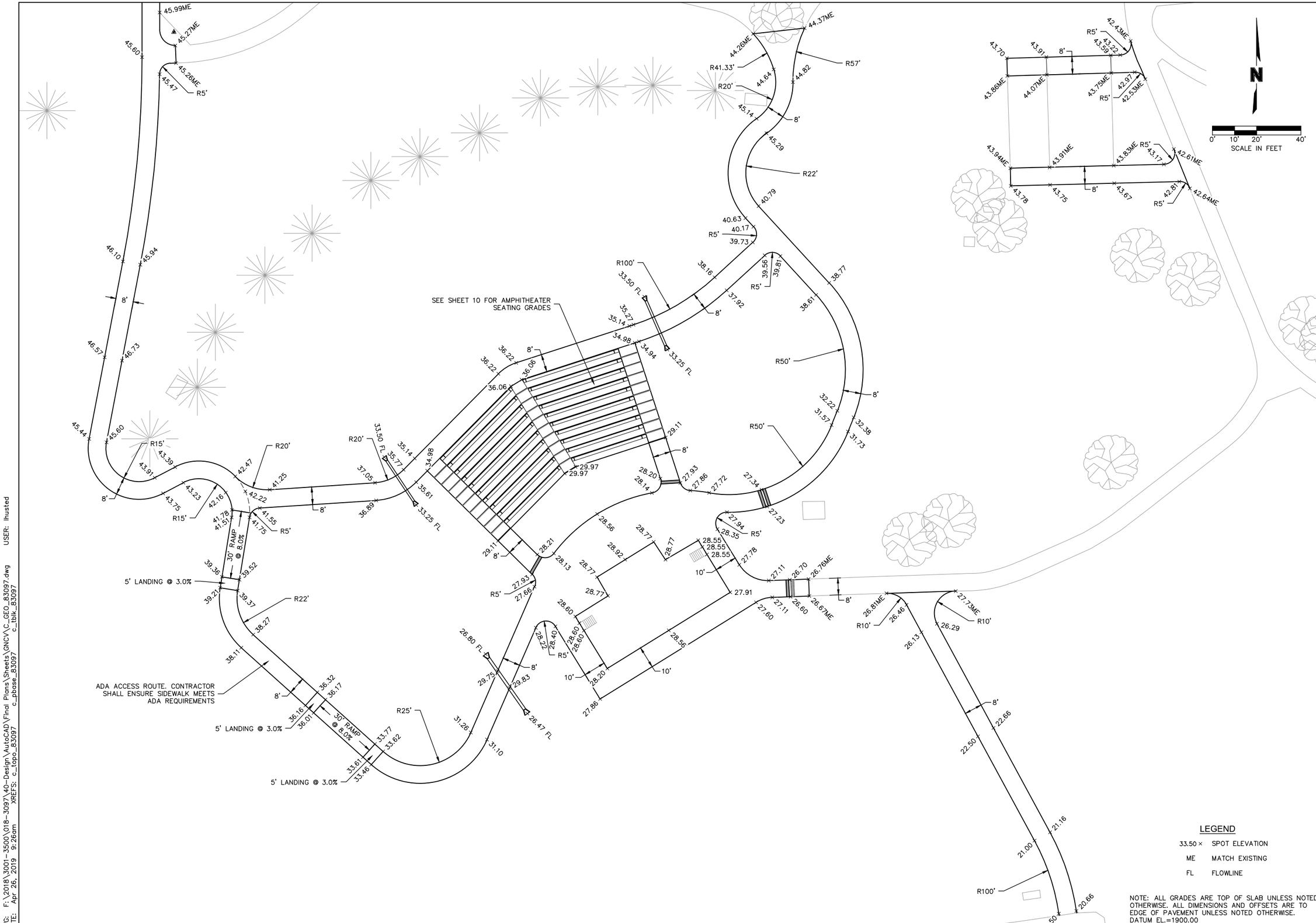
REV. NO.	DATE	REVISIONS DESCRIPTION

REVISIONS

SITE CONSTRUCTION PLAN

CITY OF HASTINGS
BRICKYARD PARK AMPHITHEATER IMPROVEMENTS
HASTINGS, NEBRASKA
2019

drawn by:	LH
checked by:	JSB
approved by:	JSB
QA/QC by:	JCB
project no.:	2018-3097
drawing no.:	C_CON_93097
date:	04-26-2019



LEGEND

33.50 ×	SPOT ELEVATION
ME	MATCH EXISTING
FL	FLOWLINE

NOTE: ALL GRADES ARE TOP OF SLAB UNLESS NOTED OTHERWISE. ALL DIMENSIONS AND OFFSETS ARE TO EDGE OF PAVEMENT UNLESS NOTED OTHERWISE. DATUM EL.=1900.00

olsson
1017 W. 2nd Street
Hastings, NE 68901
TEL 402.463.0240
www.olsson.com

PROFESSIONAL CIVIL ENGINEER
JAY S. BUGER
E-15907
STATE OF NEBRASKA
4/26/19

REV. NO.	DATE	REVISIONS DESCRIPTION

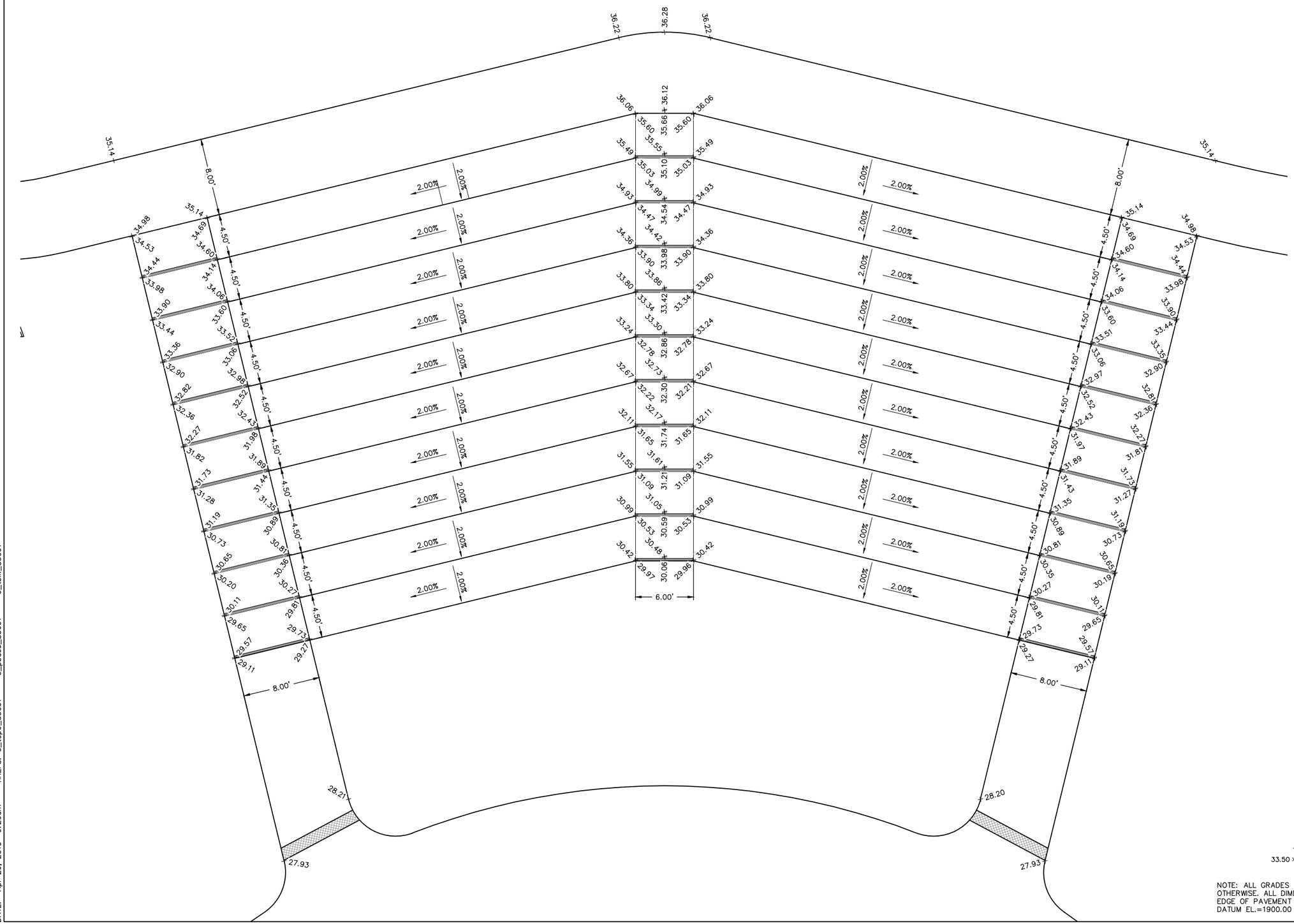
REVISIONS

GEOMETRICS & GRADES

CITY OF HASTINGS
BRICKYARD PARK AMPHITHEATER IMPROVEMENTS
HASTINGS, NEBRASKA
2019

drawn by:	LH
checked by:	JSB
approved by:	JSB
QA/QC by:	JCB
project no.:	2018-3097
drawing no.:	C_GEO_83097
date:	04-26-2019

DWG: F:\2018\3001-3500\018-3097\40-Design\AutoCAD\Final Plans\Sheets\GNCV\C_GEO_83097.dwg USER: lhusted
DATE: Apr 26, 2019 9:26am XREFS: c_topo_83097 c_pbase_83097 c_tblk_83097



LEGEND

33.50 × SPOT ELEVATION

NOTE: ALL GRADES ARE TOP OF SLAB UNLESS NOTED OTHERWISE. ALL DIMENSIONS AND OFFSETS ARE TO EDGE OF PAVEMENT UNLESS NOTED OTHERWISE. DATUM EL.=1900.00

olsson
1017 W. 2nd Street
Hastings, NE 68901
TEL 402.463.0240
www.olsson.com

PROFESSIONAL CIVIL ENGINEER
JAY S. BIGLER
E-15909
STATE OF NEBRASKA
4/26/19

REV. NO.	DATE	REVISIONS DESCRIPTION

REVISIONS

AMPHITHEATER SEATING
GEOMETRICS & GRADES

CITY OF HASTINGS
BRICKYARD PARK AMPHITHEATER IMPROVEMENTS

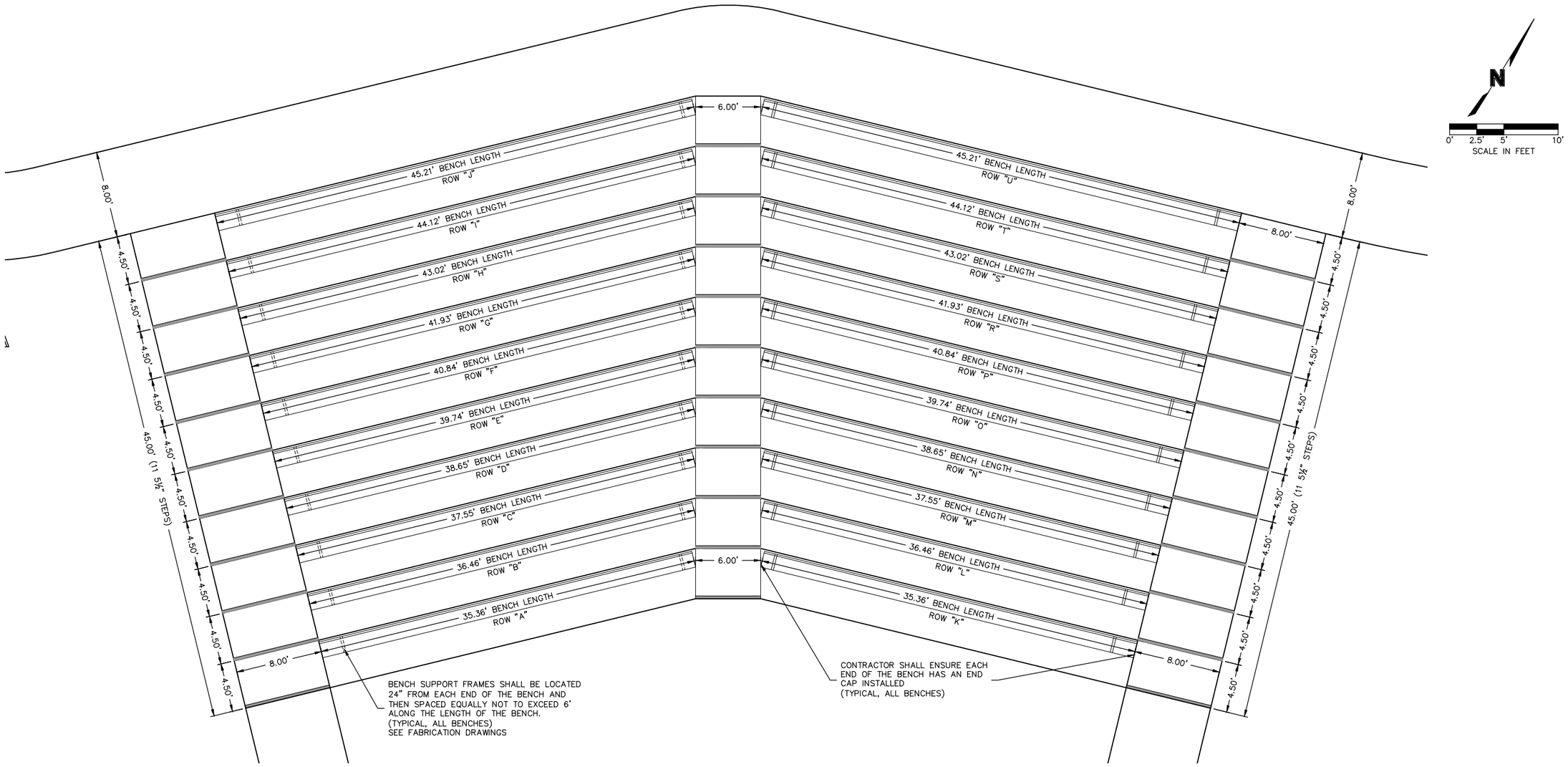
HASTINGS, NEBRASKA

2019

drawn by:	LH
checked by:	JSB
approved by:	JSB
QA/QC by:	JCB
project no.:	2018-3097
drawing no.:	C_GEO2_93097
date:	04-26-2019

SHEET
10 of 12

DWG: F:\2018\3001-3500\018-3097\40-Design\AutoCAD\Final Plans\Sheets\GNCV\C_GE02_83097.dwg USER: lhusted
DATE: Apr 26, 2019 9:26am XREFS: c_topo_83097 c_pbase_83097 c_tblk_83097



NOTES

1. CONTRACTOR SHALL BE RESPONSIBLE FOR DISASSEMBLY, LOADING, UNLOADING, AND REASSEMBLY OF EXISTING SEATS. ALL ELEMENTS OF THE EXISTING SEAT STRUCTURES SHALL BE SALVAGED FOR REUSE WITH THE EXCEPTION OF THE FOLLOWING:
   - RIVETS
   - CONCRETE ANCHORAGE
   - ELEMENTS WITH VISIBLE DAMAGE SUCH THAT REUSE IS PRECLUDED
2. CONTRACTOR SHALL LOAD FOR FABRICATION THOSE SEATING ELEMENTS DESIGNATED AS SUCH. SEAT AND BACK PANELS NOT MARKED FOR FABRICATION SHALL BE SEPARATED AND NOT INCLUDED IN THE FABRICATION SHIPMENT.
3. SEAT ELEMENTS SHALL BE HANDLED DURING UNLOADING AND REASSEMBLY SUCH THAT FABRICATED ELEMENTS ARE NOT ADDITIONALLY DAMAGED. ANY ADDITIONAL DAMAGE TO ELEMENTS INCURRED DURING DISASSEMBLY, LOADING, UNLOADING AND REASSEMBLY SHALL BE REMEDIATED ENTIRELY PER FABRICATOR INSTRUCTIONS OR GUIDANCE FROM THE ENGINEER, OR SHALL BE DISCARDED IF REMEDIATION IN ENTIRETY AS DETERMINED BY ENGINEER IS NOT POSSIBLE. THE COST OF REMEDIATION DUE TO DAMAGE INCURRED BY THE CONTRACTOR SHALL BE SUBSIDIARY. IF DAMAGE BY THE CONTRACTOR RESULTS IN DISCARDMENT THE COST OF SUCH SHALL BE SET ASIDE FROM THE CONTRACTED COST.
4. REASSEMBLY OF SEATING SHALL BE PERFORMED SUCH THAT REPLACEMENT OF THE SEAT STRUCTURES IS IN KIND WITH ORIGINAL SEAT ASSEMBLY WITH THOSE EXCEPTIONS NOTED IN PLANS OR SPECIFICATIONS. CONTRACTOR SHALL INSTALL SEATING CONSISTENT WITH PLANS AND PANEL MARKINGS.
5. RIVETS ON CONNECTION SLEEVES SHALL BE DRILLED OUT AND REPLACED DURING REASSEMBLY WITH GALVANIZED OR STAINLESS STEEL SELF–TAPPING TRUSS HEAD METAL SCREWS OF SUFFICIENT DIAMETER AND DEPTH TO ENSURE THAT THREADS ARE PROPERLY ENGAGED PER MANUFACTURER RECOMMENDATIONS.
6. ALL BURRS SHALL BE REMOVED PRIOR TO LOADING PANELS.
7. CONCRETE ANCHORAGE SHALL BE REPLACED DURING REASSEMBLY BY HILTI M8 HSL–3 HD EXPANSION ANCHORS, EQUIVALENT OR BETTER, EMBEDDED IN CONCRETE A MINIMUM OF 2 3/8" AND INSTALLED PER MANUFACTURER RECOMMENDATIONS AND SET SUCH THAT THE WASHER IS COMPLETELY FLUSH WITH THE SUPPORT ELEMENT.
8. ALL DRILLED HOLES SHALL BE BLOWN OUT AND FREE OF DEBRIS PRIOR TO INSTALLATION OF ANCHORAGE.
9. INSTALLATION OF ANCHORAGE SHALL BE PERFORMED SO AS TO NOT DAMAGE CONNECTORS, SEAT ELEMENTS, OR CONCRETE.
10. MISDRILLED ANCHORAGE HOLES SHALL BE FILLED ENTIRELY WITH A PRE–APPROVED NONSHRINK GROUT SET FLUSH TO THE CONCRETE SURFACE AND SHALL BE SUBSIDIARY.
11. THE COST OF WORK DESCRIBED IN THESE PLANS SHALL BE DESIGNATED AS A LUMP SUM COSTS UNDER "REMOVE AND DISASSEMBLE BENCH SEATING" AND "REASSEMBLE AND INSTALL BENCH SEATING". ANY WORK DESCRIBED IN THIS SECTION SHALL NOT BE SUBJECT TO MARKUP OR CHANGE ORDER SUBSEQUENT TO AGREEMENT TO CONTRACT UNLESS SPECIFICALLY DESIGNATED BY OWNER.
12. REWORK AS A RESULT OF FAILURE TO COMPLY WITH PLANS AND SPECIFICATIONS SHALL BE CONSIDERED SUBSIDIARY.

olsson
1017 W. 2nd Street
Hastings, NE 68901
TEL 402.463.0240
www.olsson.com

PROFESSIONAL CIVIL ENGINEER
JAY S. BUSLER
E-15909
STATE OF NEBRASKA
4/26/19

REV. NO.	DATE	REVISIONS DESCRIPTION

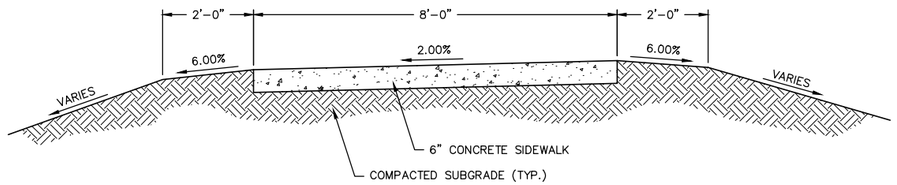
REVISIONS

AMPHITHEATER SEATING PLAN

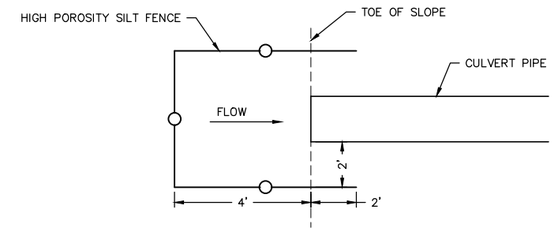
CITY OF HASTINGS
BRICKYARD PARK AMPHITHEATER IMPROVEMENTS
HASTINGS, NEBRASKA
2019

drawn by:	LH
checked by:	JSB
approved by:	JSB
QA/QC by:	JCB
project no.:	2018-3097
drawing no.:	C_SIT_93097
date:	04-26-2019

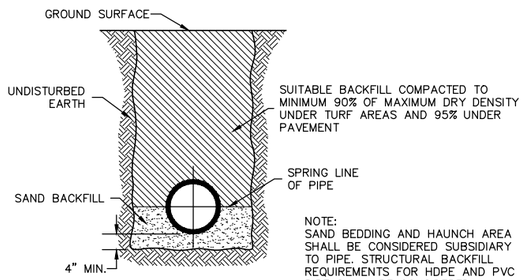
DWG: F:\2018\3001–3500\018–3097\40–Design\AutoCAD\Final Plans\Sheets\GNCV\C_SIT_83097.dwg USER: lhusted
DATE: Apr 26, 2019 9:27am XREFS: c_topo_83097 c_pbase_83097 c_tblk_83097



TYPICAL SIDEWALK SECTION
NOT TO SCALE

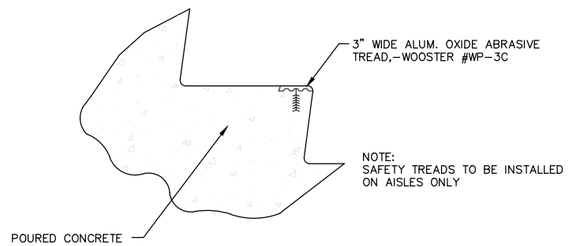


SILT FENCE CULVERT INLET PROTECTION
NOT TO SCALE



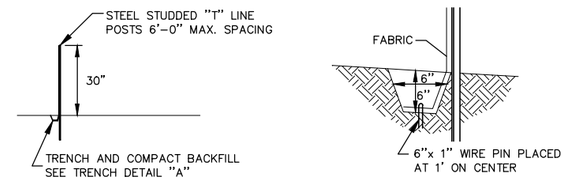
NOTE:
SAND BEDDING AND HAUNCH AREA SHALL BE CONSIDERED SUBSIDIARY TO PIPE. STRUCTURAL BACKFILL REQUIREMENTS FOR HDPE AND PVC PIPE SHALL BE CONSIDERED SUBSIDIARY TO THE PIPE.

TRENCH BACKFILL
NOT TO SCALE



NOTE:
SAFETY TREADS TO BE INSTALLED ON AISLES ONLY

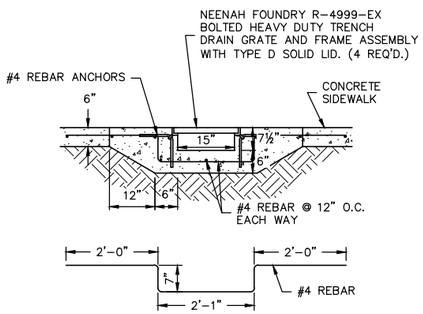
TYPICAL SAFETY TREAD DETAIL
1 1/2" = 1'-0"



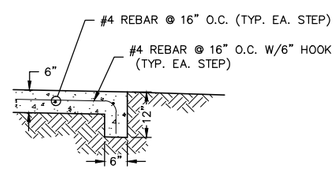
SILT FENCE DETAILS
NOT TO SCALE

SILT FENCE NOTES

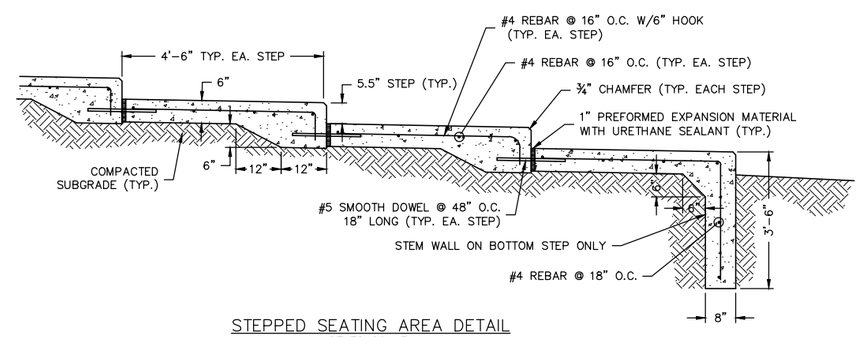
1. SILT FENCE MAY ALSO BE INSTALLED WITH A SILT FENCE PLOW. NO PINNING IS REQUIRED WHEN THE SILT FENCE PLOW IS USED.
2. FOR EACH STEEL STUDDED "T" LINE POST, 3 PLASTIC CABLE TIES ARE REQUIRED.
3. SILT FENCE SHALL BE ON NDOT APPROVED PRODUCTS LIST FOR HIGH POROSITY.



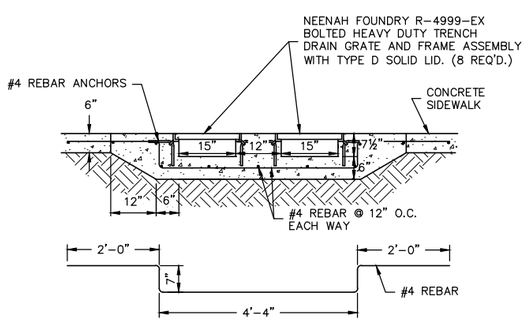
TYPE 1 DRAIN TROUGH
NOT TO SCALE



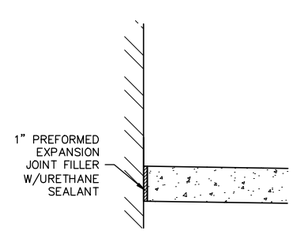
SEATING AREA TURNDOWN DETAIL
NOT TO SCALE



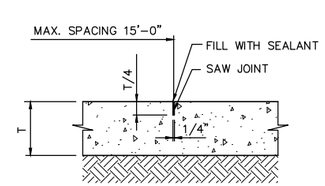
STEPPED SEATING AREA DETAIL
NOT TO SCALE



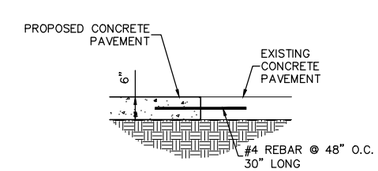
TYPE 2 DRAIN TROUGH
NOT TO SCALE



TYPICAL SIDEWALK/BUILDING DETAIL
NOT TO SCALE



TYPICAL CONTRACTION JOINT
NOT TO SCALE



CONSTRUCTION JOINT NEW TO EXISTING
NOT TO SCALE

olsson
1017 W. 2nd Street
Hastings, NE 68901
TEL 402.463.0240 www.olsson.com

PROFESSIONAL CIVIL ENGINEER
JAY S. ALGER
E-15907
STATE OF NEBRASKA
MASTER
7/24/19

REV. NO.	DATE	REVISIONS DESCRIPTION

REVISIONS

DETAIL SHEET

CITY OF HASTINGS
BRICKYARD PARK AMPHITHEATER IMPROVEMENTS
HASTINGS, NEBRASKA
2019

drawn by:	LH
checked by:	JSB
approved by:	JSB
QA/QC by:	JCB
project no.:	2018-3097
drawing no.:	C_DTL_93097
date:	04-26-2019

DWG: F:\2018\3001-3500\018-3097\40-Design\AutoCAD\Final Plans\Sheets\GNCV\C_DTL_83097.dwg USER: lhusted
DATE: Apr 26, 2019 9:27am XREFS: c_tblk_83097

REFERENCES

Jason Hulsebus – Hampton Enterprises | Lincoln, NE

Phone: (402) 489-8858

Tanner Hackel – Hackel Construction | Ord, NE

Phone: (308) 728-1222

Eric Freeman - Consolidated Concrete | Hastings, NE

Phone: (402) 463-1393

Steve Hanson – Vetter Health Services | Elkhorn, NE

Phone: (402) 895-3932

Adam Simpson – Darland Construction | Omaha, NE

Phone: (402) 330-1440

HAMPTON
ENTERPRISES
PROPERTIES & CONSTRUCTION

June 3, 2019

To Whom It May Concern:

Hampton Enterprises has enjoyed our relationship with Heartland Concrete on multiple successful projects together. Their quality of work is among the best in the business and we can always trust that they will far exceed anyone's expectations. Heartland Concrete utilizes technology that many concrete companies do not take advantage of. By doing so, they have prevented coordination drawing errors on some of our projects prior to even starting work. This has prevented job delays, placement errors that were invaluable. We always appreciate this extra effort that they provide to the project.

Heartland not only provides a top notch quality product, they also provide great customer service, and their team is safe and very professional on the jobsite. Hampton looks forward to working with Heartland Concrete on many more projects in the future and continuing our long standing relationship together.

Sincerely,

Jason Hulsebus

Jason Hulsebus
Project Manager

Enclosures

Celebrating 70 years in business

Hampton Enterprises, Inc., 3400 Plantation Drive, Suite 110, Lincoln, NE 68516 | (402) 489- 8858 • (402) 489-9287 fax • www.hampton1.com

Commercial Construction • Development • Leasing • Property Management

SINCE 1924
HENNING
HENNING COMPANIES, LLC

General Contractors • Construction Managers
Agricultural • Commercial

☒ **Johnston Office**
P.O. Box 394
5800 Merle Hay Rd.
Suite 14
Johnston, IA 50131
515.253.0943
515.253.0942 Fax

☐ **Latimer Office**
P.O. Box 669
113 N. Akir
Latimer, IA 50452
641.579.6000
641.579.6006 Fax

www.henningcompanies.com

May 3, 2017

Beau Wissing
Heartland Concrete & Construction
9295 Osborne Dr. West
Hastings, NE 68901

RE: Testimonial for work done at the Hendrix Hatchery in Grand Island, NE (2016-17)

Beau,

I personally and we at Henning Companies, LLC would like to take a minute to thank you and your company for the fine service and quality workmanship you provided for our company on the Hendrix Hatchery in Grand Island, NE. Of the many subcontractors in our industry, specifically in your company's field of work (concrete construction), Heartland Concrete & Construction is at the top in my book. The quality of work provided by your crews is top notch and their work ethic along with personalities in the field make your them a joy to work with.

I specifically appreciated your willingness to work with us through the winter months, the way you manned job and attacked it, and how you used technology. Your base contract was a little higher than the low bid, but at the end of the day we were able to save money by not having to use our layout budget due to your use the technology. That was the first time I'd been exposed to total station layout by a concrete subcontractor and really enjoyed seeing it in action. Every anchor bolt was placed perfectly and the floor slopes, walls, curbs, and other critically placed items were exactly where they needed to be. Also, the normally challenging floor pours required in a hatchery were done with precision and the finish was superb. Henning's jobsite superintendent claimed Heartland was by far the best concrete sub he had worked with on hatcheries and he's built 5. All of this made spending a few extra $$s worth it.

I thank you for your willingness to work with us on extra charges, on schedule, and in making sure the quality was where it needed to be. I truly look forward to working with you, Phil, and the rest of the guys on the next project. Keep up the good work!!

Sincerely,
Henning Companies, LLC

C. Ryan Plock
Sr. Project Manager

EXPERIENCE

Faith Regional Health Services "FRHS" – Norfolk, NE – Darland Construction

Starting in December of 2017, Heartland Concrete & Construction, Inc "HCC" has been instrumental in completing a four story medical office building set on top of a parking garage. Most recently, we are working there to complete a skywalk that spans across HWY 275, which will connect the new medical office to the existing hospital. This project has required completion of complex walls and columns, multiple elevator pits, and a significant amount of paving. In the midst of this project, HCC was asked to complete the parking garage floor that was initially not part of our contract as the previous contractor was let go.

Hendrix Hatchery – Grand Island, NE – Henning Companies, LLC

In the winter of 2016/2017 HCC completed a chicken hatchery that required precise use of our technology to complete several sloping floors. HCC voluntarily laid out all of the interior walls with our equipment so that our curbs were in perfect locations for wall placement. Please see attached reference letter.

Adams Central Elementary School – Hastings, NE – Hampton Enterprises

HCC had the privilege of working to complete entire concrete scope of work for the new Adams Central Elementary School. The many recessed areas of floors and sloping sections were done precisely with the assistance of our Total Stations. We have worked on a broad range of projects for Hampton including the following: UNK Early Development Center, Russ's IGA in Hastings, Heartland Medical Center in Alma, NE, and Archer Credit Union in St. Paul, NE (starting June 2019). Please see attached reference letter to confirm our reputation with them.

Sandy Creek High School Addition – Fairfield, NE – Cheever Construction

This past year HCC completed a school addition at Sandy Creek High School. The project required detailed wall placement with several floor elevations including a multi-level seating area. The addition was built between two existing buildings that ultimately connected. HCC worked to tie in each of the buildings and also redesigned the exterior paving to work with the new building as the initial design plans were inaccurate.

Please also note…

Pictures of some of our jobs can be found on our website at www.hccneb.com under the "Gallery" tab.

SETTING THE STANDARD IN CONCRETE CONSTRUCTION

FOR THE PAST TWO DECADES we have worked hard to solidify our reputation as a top quality concrete company. We value our customers and work hard to develop meaningful and lasting relationships. It is our priority to ensure that every job is performed to meet and exceed the needs and expectations of our customers. We believe that this is achieved through the use of advanced technology, innovative practices, and qualified employees. We employ several ACI (American Concrete Institute) certified finishers and OSHA trained and certified employees. In an ever changing industry, we continue to research new and more efficient ways to be productive. This has allowed us to stand tall in our competitive market.

- DESIGN BUILD
- FINE GRADING
- LASER SCREEDING
- SLAB ON GRADE
- FOUNDATIONS
- CIP WALLS

HCC HEARTLAND
CONCRETE & CONSTRUCTION INC.

9295 Osborne Dr. West | Hastings, NE 68901 | 402-462-5665
www.hccneb.com

SETTING THE STANDARD IN CONCRETE CONSTRUCTION

At Heartland Concrete & Construction we are committed to being a leader in concrete construction. We believe that technology has revolutionized our industry and we are proud to offer the most-up-to-date machinery, equipment, and practices.

Universal Total Stations - At the forefront of concrete technology is the use of Universal Total Stations. Total Stations are, by far, the most accurate way of surveying and taking measurements as they are accurate to within 3 millimeters (the thickness of a quarter). Total Stations communicate with a prism and the use of a hand held computer utilizing project CAD files to allow users the availability to coincide printed and actual locations. Essentially, through the use of our Total Stations, our users are able to locate any spot on the blueprint and pinpoint the exact spot in the field (such as building corners, anchor bolt locations, wall, footing, curb lines, drain, light pole, plumbing, and electrical locations). Virtually anything that is on a set of blueprints can be located in the field without using a single string line, tape measure or transit.

Translation - While working as a sub-contractor, this allows us to be very productive. It allows us to show up to an empty site and initiate digging footings or setting forms within minutes. For you, this means no more waiting for surveyors, setting batter boards, or pulling string lines. Most importantly, it saves money. As the Total Station allows us to implement your layout, you will not have to hire a survey company to lay out building corners, anchor bolt locations, or set offsets for paving lines or sidewalks. As we are able to view the project in the Total Station software (Trimble 3D Business Center), we often spot problems before we ever arrive at the job site and have noticed a significant decrease in rework scenarios. Again, this saves money, but also time.

Fully Integrated - Not only do we use Total Stations to do all of our own surveying, all of our machines are integrated with 3D machine control. In 2012 we contracted NMC Technology and Trimble to design a 3D Grader with automatic machine control that would mount to a Bobcat Track machine making us the first to implement such practices in North America. After some testing, we introduced the grader into the field the following spring. We are now able to efficiently fine grade building pads, paving, sidewalks, sporting fields or any other application that requires extreme accuracy of less than 1/8 of an inch. The grader is capable of handling 50,000 square feet, or more, in less than a day. With this setup, we are able to get into much tighter locations where big machines and GPS are typically not capable of going, including inside buildings.

In 2015 we purchased the first Somero S22E laser screed in the Midwest. The S22E is the most technologically advanced Laser Screed model available in the world. It has allowed us to make pours of 1,000 yards or more and pour floors with F numbers of over 100FF and 125FL. We also have a Copper Head XD which allows us to be extremely accurate on smaller pours where the S22E will not fit.

Our People - Our most valuable asset is our people. We believe strongly in safety and contract a third party safety company to ensure our people are properly trained and comply with OSHA and the most stringent safety requirements. We also require our supervisors, field foremen, and finishers to be ACI certified. We conduct regular reviews and training to ensure they are up to date on current codes and regulations and have a very good knowledge of the ACI handbook that regulates our industry.

www.hccneb.com

Tanner Hackel
President

47407 808th RD
Ord, NE
308-730-1408
Tanner@hackelconstructioninc.com

June 4, 2019

MEMO: HEARTLAND LETTER OF RECOMMENDATION

To Whom it May Concern:

I am glad to recommend Heartland Concrete and Construction to you, as Beau, his family, and crew are **without a doubt** one of the best subcontractors we have had the opportunity to work with. As a general contractor, I rate subcontractor teams on their ability to meet budget, schedule, and quality. Heartland's desire for quality is at the top of the list. Beau and his team are quick to communicate their recommendations and make us aware as the GC, what they sense will work best with the conditions given. Heartland is also very conscious of schedule and communicate their plans especially when weather and other challenges arise. They are quick to remedy issues that arise and hire the needed trades to wrap up their projects.

Heartland's prices are competitive for the quality they produce and we regularly choose them over lower bidders because we know from experience that we end up winning due to the character of their team and the quality leadership that they place on our sites. I recommend them to you with the highest confidence.

Sincerely,
Tanner Hackel
Tanner Hackel

Department: Development Services
Staff Contact: Donald Threewitt
Council Meeting Date: 6/10/2019

AGENDA ITEM SUMMARY SHEET

Description of Item:

2019-021. Preliminary/Final plat for Ground Subdivision Number Two, a replat of Ground Subdivision and a tract of land located in the Northwest Quarter of the Southwest Quarter of Section 26, Township 8 North, Range 10 West of the 6th P.M., within the two-mile limits of the City of Hastings, Adams County, Nebraska, generally located north of 42nd Street and east of Marian Road.

Names of People/Business affected by this action:

The applicant, the people of Hastings, and the City.

Why Council action is required:

No plat of or instruments effecting the subdivision of real property shall be recorded or have any force and effect unless the same be approved by the City Council, subject however, to the exceptions set forth in Section 34-106 of the City Code. The City Council shall hold no public meeting, nor take any action upon any plat or instrument affecting a subdivision until it has received the recommendation of the Hastings Planning and Zoning Commission (38-201).

Type of action requested:

Motion

Suggested motion:

Motion to recommend approval for Ground Subdivision Number Two within the two-mile limits of the City of Hastings, Adams County, Nebraska.

Deadlines associated with action:

Department head comments:

This plat will facilitate a structural addition for a rural commercial property. Zoning is A Agricultural, and the future land use designation is Suburban Residential. The existing and proposed improvements will be served by rural electric, well and septic.

This plat was tabled at the April Planning Commission meeting. The applicant corrected most of the remaining errors. A recommendation to approve unanimously passed at the May 6 Adams

County Planning Commission, and at the May 20 Hastings City Planning Commission.

City Administrator comments:

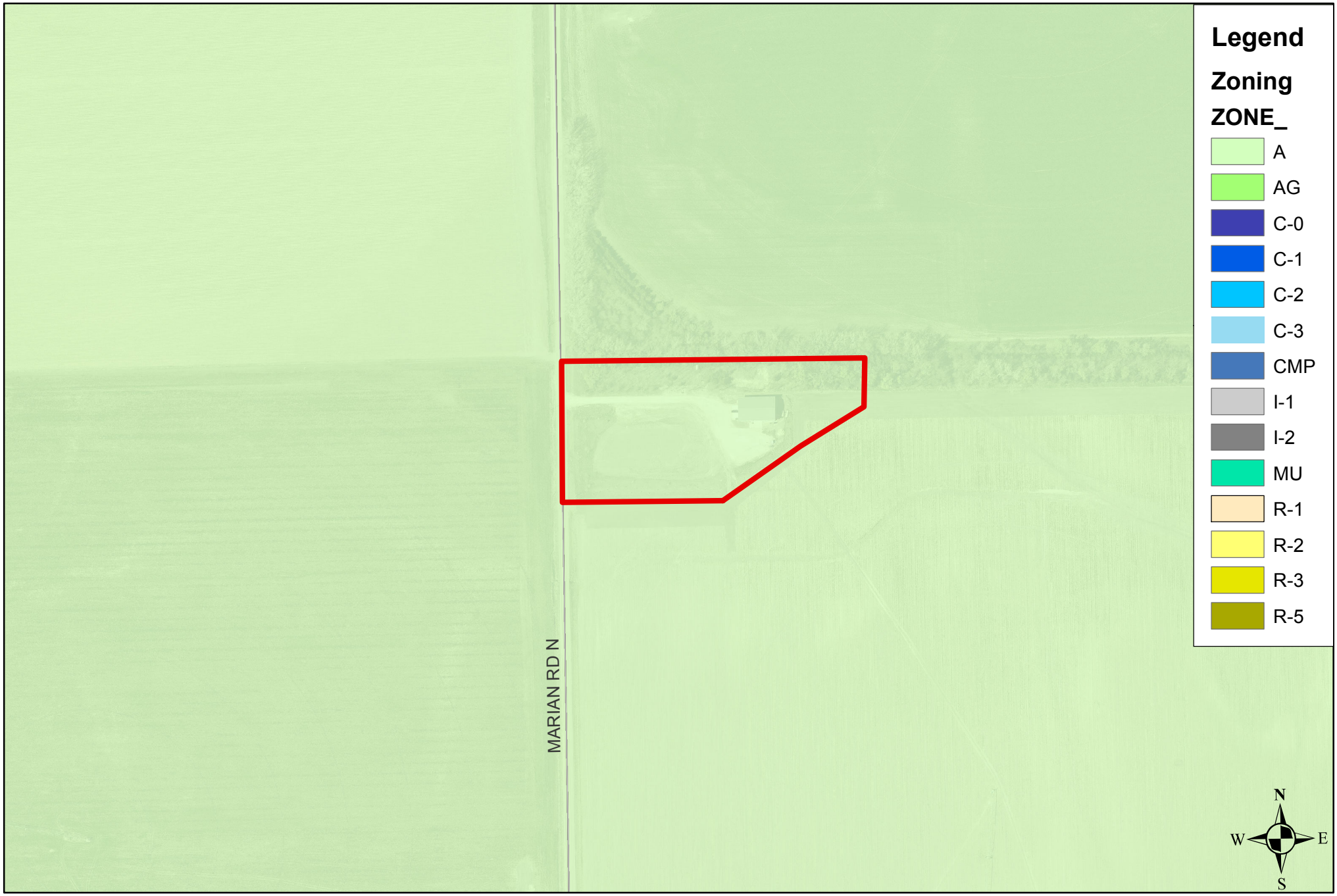
Recommend approval.

Ground Subdivision No. Two, Vicinity Map

HASTINGS
DEVELOPMENT SERVICES

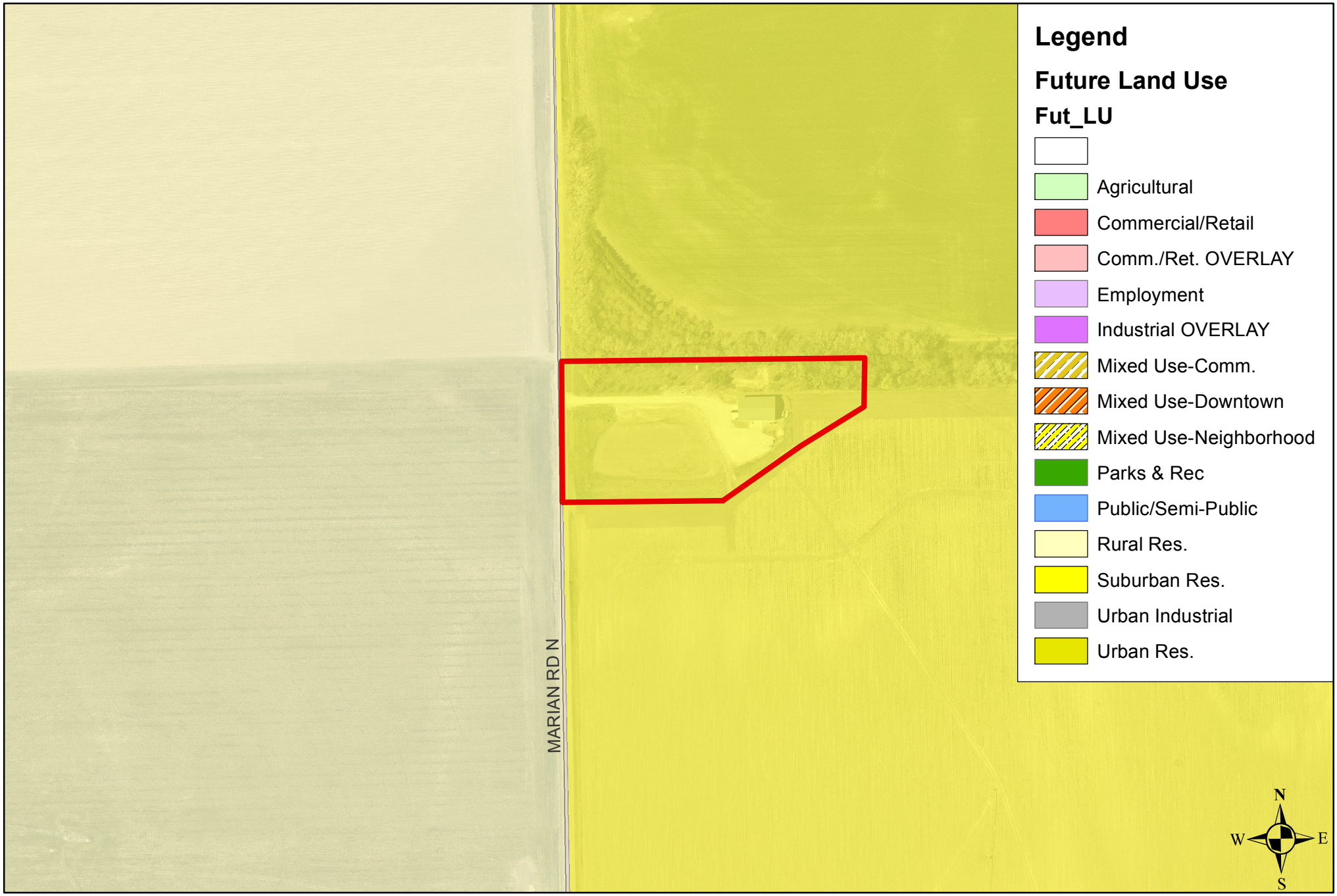
Ground Subdivision No. Two, Aerial Map

HASTINGS
DEVELOPMENT SERVICES



Ground Subdivision No. Two, Zoning Map

HASTINGS
DEVELOPMENT SERVICES



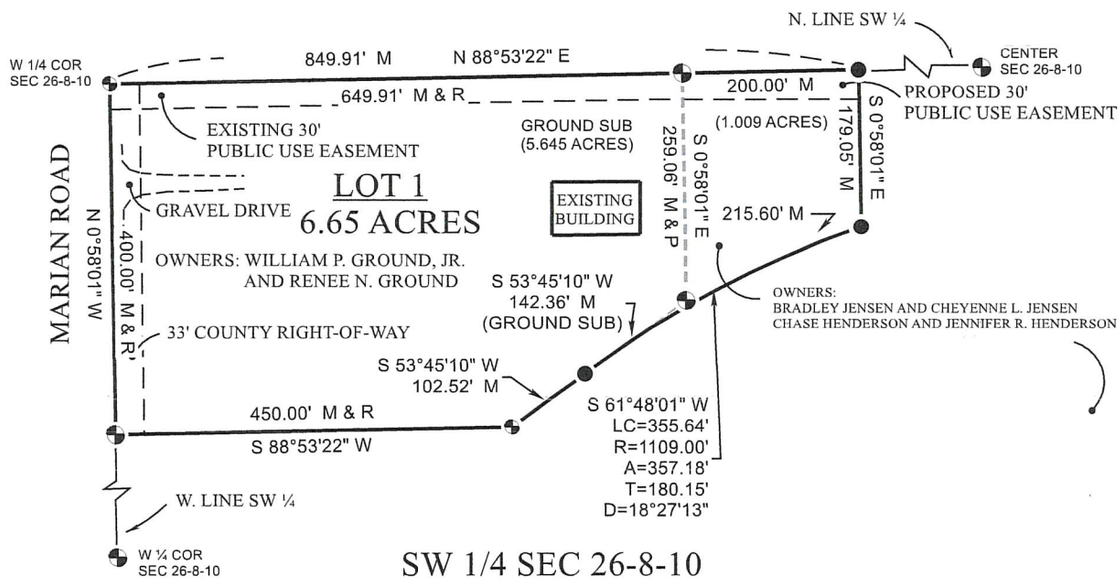
Ground Subdivision No. Two, Future Land Use Map

HASTINGS
DEVELOPMENT SERVICES

GROUND SUBDIVISION NUMBER TWO

PRELIMINARY/FINAL PLAT

A REPLAT OF GROUND SUBDIVISION AND A TRACT OF LAND
LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER
OF SECTION 26, TOWNSHIP 8 NORTH, RANGE 10 WEST
WITHIN THE TWO-MILE LIMITS OF THE CITY OF HASTINGS,
ADAMS COUNTY, NEBRASKA



CORNER TIE

W ¼ COR SEC 26 T8N-R10W
FOUND A ½" PIPE

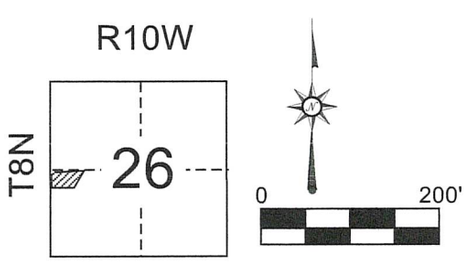
E 32.85' TO A NAIL FOUND IN A ½" PIPE
SE 43.54' TO A PLASTIC CAP STAMPED "R.M. 2013" ATTACHED TO A 5/8" REBAR FOUND FLUSH WITH THE GROUND
SW 44.85' TO A PLASTIC CAP STAMPED "R.M. 2013" ATTACHED TO A 5/8" REBAR FOUND FLUSH WITH THE GROUND
NW 43.83' TO A PLASTIC CAP STAMPED "R.M. 2013" ATTACHED TO A 5/8" REBAR FOUND FLUSH WITH THE GROUND

CENTER SEC 26 T8N-R10W
FOUND A 1/2" PIPE

NW 1.20' TO A MAG NAIL IN AN ALUMINUM DISK STAMPED "LS-448" FOUND IN CORNER FENCE POST
SW 33.65' TO A 60D SPIKE IN AN ALUMINUM DISK STAMPED "LS-448" FOUND IN A 16" CEDAR TREE
SSW 44.84' TO A 60D NAIL IN AN ALUMINUM DISK STAMPED "LS-448" FOUND IN A 16" CEDAR TREE

LEGAL DESCRIPTION

A REPLAT OF GROUND SUBDIVISION AND A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 8 NORTH, RANGE 10 WEST OF THE SIXTH P.M., WITHIN THE TWO-MILE LIMITS OF THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 26, ALSO BEING THE NORTHWEST CORNER OF GROUND SUBDIVISION AND THE POINT OF BEGINNING; THENCE N88°53'22"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID SOUTHWEST QUARTER AND GROUND SUBDIVISION A DISTANCE OF 849.91 FEET; THENCE S00°58'01"E, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 179.05 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 1109.00 FEET; THENCE ON SAID CURVE, THE CHORD OF WHICH BEARS S61°48'01"W AND 355.64 FEET, AN ARC DISTANCE OF 357.18 FEET TO A POINT ON THE SOUTHEAST LINE OF GROUND SUBDIVISION; THENCE S53° 45'10" W ON SAID SOUTHEAST LINE A DISTANCE OF 102.52 FEET TO THE SOUTHEAST CORNER OF GROUND SUBDIVISION; THENCE S88°53'22"W, ON SAID SOUTH LINE AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 450.00 FEET TO THE SOUTHWEST CORNER OF GROUND SUBDIVISION AND THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE N00°58'01"W ALONG SAID WEST LINE A DISTANCE OF 400.00 FEET TO THE POINT OF BEGINNING CONTAINING 6.65 ACRES, MORE OR LESS, INCLUDING 0.30 ACRES, MORE OR LESS, OF ROAD RIGHT-OF-WAY, NOW KNOWN AS GROUND SUBDIVISION NUMBER TWO.



NOTE: ALL BEARINGS ARE ASSUMED

LEGEND	
●	SET 1/2" REBAR
	CORNER FOUND
M	MEASURED DISTANCE
R	RECORD DISTANCE

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT OF A SURVEY WAS MADE BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA.

NEBRASKA REGISTERED LAND SURVEYOR THOMAS L. KRUEGER

LS-448

THOMAS L. KRUEGER | LS-448

KRUEGER LAND SURVEYING
2837 WEST U.S. HIGHWAY 6 #204
HASTINGS, NE 68901
402-984-2176

FILE NAME GROUND SUBDIVISION NUMBER TWO, SEC 26-8-10		
SCALE 200 Ft/In	DATE 03-20-2019	DRAWN BY T. KRUEGER
JOB KLS-19025	FIELD WORK TK	SHEET 1 OF 3

GROUND SUBDIVISION NUMBER TWO

PRELIMINARY/FINAL PLAT

A REPLAT OF GROUND SUBDIVISION AND A TRACT OF LAND
LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER
OF SECTION 26, TOWNSHIP 8 NORTH, RANGE 10 WEST
WITHIN THE TWO-MILE LIMITS OF THE CITY OF HASTINGS,
ADAMS COUNTY, NEBRASKA

OWNER'S CERTIFICATE
KNOW ALL MEN BY THESE PRESENT, THAT WILLIAM P. GROUND, JR. AND RENEE N. GROUND, HUSBAND AND WIFE, OWNERS OF RECORD OF THE LAND SHOWN ON THE PLAT AND DESCRIBED IN THE LEGAL DESCRIPTION HEREON, HAS CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED, PLATTED, AND DESIGNATED AS GROUND SUBDIVISION NUMBER TWO, WITHIN THE TWO MILE LIMITS OF THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA, AND THAT SAID SURVEYING, SUBDIVIDING, PLATTING AND DESIGNATION WAS DONE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES AND WISHES OF THE UNDERSIGNED OWNERS.

SIGNED THIS _____ DAY OF _____, 2019.

_____ WILLIAM P. GROUND JR., HUSBAND

_____ RENEE N. GROUND, WIFE

ACKNOWLEDGEMENT
STATE OF NEBRASKA)
)
COUNTY OF ADAMS)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE _____DAY OF____ _____, 2019, BY WILLIAM P. GROUND JR. AND RENEE N. GROUND, HUSBAND AND WIFE.

MY COMMISSION EXPIRES THE _____DAY OF_____, 20_____.

(SEAL)

_____ NOTARY

OWNER'S CERTIFICATE
KNOW ALL MEN BY THESE PRESENT, THAT BRADLEY JENSEN AND CHEYENNE L. JENSEN, F.K.A. CHEYENNE L. GOTTSCH, HUSBAND AND WIFE, THE OWNERS OF RECORD OF THE LAND SHOWN ON THE PLAT AND DESCRIBED IN THE LEGAL DESCRIPTION HEREON, HAS CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED, PLATTED, AND DESIGNATED AS GROUND SUBDIVISION NUMBER TWO, WITHIN THE TWO MILES LIMITS OF THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA, AND THAT SAID SURVEYING, SUBDIVIDING, PLATTING AND DESIGNATION WAS DONE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES AND WISHES OF THE UNDERSIGNED OWNERS.

SIGNED THIS _____ DAY OF _____, 2019

_____ BRADLEY JENSEN, HUSBAND

_____ CHEYENNE L. JENSEN, WIFE

ACKNOWLEDGEMENT
STATE OF NEBRASKA)
)
COUNTY OF ADAMS)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE _____DAY OF _____, 2019, BY BRADLEY JENSEN, AND CHEYENNE L. JENSEN, HUSBAND AND WIFE,

MY COMMISSION EXPIRES THE _____DAY OF_____, 20_____.

(SEAL)

_____ NOTARY

WAIVER FOR STREET GRADES
APPLICANTS HEREBY WAIVES ANY AND ALL CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHMENT OF GRADES OR THE ALTERATION OF THE SURFACE OF ANY PORTION OF THE STREETS AND ALLEYS TO CONFORM TO SAID GRADES AS ESTABLISHED.

_____ WILLIAM P. GROUND, JR

_____ RENEE GROUND

_____ BRADLEY JENSEN

_____ CHEYENNE JENSEN

_____ CHASE HENDERSON

_____ JENNIFER HENDERSON

COUNTY PLANNING COMMISSION
I, THE UNDERSIGNED DO HEREBY APPROVE THIS PLAT OF GROUND SUBDIVISION NUMBER TWO LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 8 NORTH, RANGE 10 WEST OF THE 6TH P.M., WITHIN THE TWO MILE LIMITS OF THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA. SIGNED THIS_____DAY OF _____, 2019.

_____ DIRECTOR OF PLANNING

_____ CHAIRMAN

KRUEGER LAND SURVEYING
2837 WEST U.S. HIGHWAY 6 #204
HASTINGS, NE 68901
402-984-2176

FILE NAME GROUND SUBDIVISION NUMBER TWO, SEC 26-8-10		
SCALE 1000 Ft/In	DATE 03-20-2019	DRAWN BY T. KRUEGER
JOB KLS-19025	FIELD WORK TK	SHEET 2 OF 3

GROUND SUBDIVISION NUMBER TWO

PRELIMINARY/FINAL PLAT

A REPLAT OF GROUND SUBDIVISION AND A TRACT OF LAND
LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER
OF SECTION 26, TOWNSHIP 8 NORTH, RANGE 10 WEST
WITHIN THE TWO-MILE LIMITS OF THE CITY OF HASTINGS,
ADAMS COUNTY, NEBRASKA

OWNERS CERTIFICATE

KNOW ALL MEN BY THESE PRESENT, THAT CHASE HENDERSON AND JENNIFER R. HENDERSON, F.K.A. JENNIFER R. GOTTSCH, HUSBAND AND WIFE, THE OWNERS OF RECORD OF THE LAND SHOWN ON THE PLAT AND DESCRIBED IN THE LEGAL DESCRIPTION HEREON, HAS CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED, PLATTED, AND DESIGNATED AS "GROUND SUBDIVISION NUMBER TWO", WITHIN THE TWO MILES LIMITS OF THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA, AND THAT SAID SURVEYING, SUBDIVIDING, PLATTING AND DESIGNATION WAS DONE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES AND WISHES OF THE UNDERSIGNED OWNERS.

SIGNED THIS _____ DAY OF _____, 20_____

_____ CHASE HENDERSON, HUSBAND

_____ JENNIFER R. HENDERSON, WIFE

ACKNOWLEDGEMENT

STATE OF NEBRASKA)
)
COUNTY OF ADAMS)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE _____DAY OF _____, 2019, BY CHASE HENDERSON AND JENNIFER R. HENDERSON, HUSBAND AND WIFE.

MY COMMISSION EXPIRES THE _____DAY OF_____, 20_____.

(SEAL)

_____ NOTARY

CITY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE RECORDS OF MY OFFICE SHOW NO SPECIAL ASSESSMENTS ARE DELINQUENT UPON THE PROPERTY DESCRIBED IN THE LEGAL DESCRIPTION ON THIS PLAT.

_____-
CITY OF HASTINGS TREASURER

COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE RECORDS OF MY OFFICE SHOW NO TAXES ARE DUE OR DELINQUENT UPON THE PROPERTY DESCRIBED IN THE LEGAL DESCRIPTION ON THIS PLAT AS OF THIS_____ DAY OF_____, 2019.

_____
ADAMS COUNTY TREASURER

CITY ENGINEER'S APPROVAL

I, THE UNDERSIGNED, DO HEREBY _____ THIS PLAT OF GROUND SUBDIVISION NUMBER TWO, WITHIN THE TWO MILE LIMITS OF THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA.

_____
CITY ENGINEER

CITY PLANNING COMMISSION RECOMMENDATION

THIS PLAT OF GROUND SUBDIVISION NUMBER TWO, WITHIN THE TWO MILE LIMITS OF THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA, HAS BEEN SUBMITTED TO AND REVIEWED BY THE CITY PLANNING COMMISSION FOR APPROVAL AND IS HEREBY TRANSMITTED TO THE GOVERNING BODY OF THE CITY OF HASTINGS ADAMS COUNTY, NEBRASKA WITH THE RECOMMENDATION THAT SAID PLAT BE _____AS PROPOSED DATED THIS _____DAY OF _____, 2019.

_____ CHAIRMAN

_____ DIRECTOR

MAYOR AND CITY COUNCIL ACTION

THIS PLAT OF GROUND SUBDIVISION NUMBER TWO, WITHIN THE TWO MILE LIMITS OF THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA IS HEREBY_____, DATED THIS _____DAY OF _____, 2019.

_____ MAYOR

_____ CITY CLERK

REGISTER OF DEEDS CERTIFICATE

STATE OF NEBRASKA)
) SS
COUNTY OF ADAMS)

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE REGISTER OF DEEDS OFFICE OF ADAMS COUNTY, NEBRASKA.

DATE: _____ TIME: _____ INSTRUMENT NO: _____

_____
REGISTER OF DEEDS

KRUEGER LAND SURVEYING
2837 WEST U.S. HIGHWAY 6 #204
HASTINGS, NE 68901
402-984-2176

FILE NAME GROUND SUBDIVISION NUMBER TWO SEC 26-8-10		
SCALE 1000 Ft/In	DATE: 03-20-2019	DRAWN BY T. KRUEGER
JOB KLS-19025	FIELD WORK TK	SHEET 3 OF 3