

**HASTINGS CITY COUNCIL
AGENDA**

**Hastings Public Library
314 North Denver Avenue
September 13, 2021
6:00 PM**

ROLL CALL:

PLEDGE OF ALLEGIANCE:

MOTION TO ADOPT CURRENT AGENDA for September 13, 2021 Regular Meeting.

PUBLIC NOTICE - Official Notice of the Regular Meeting was published in the Hastings Tribune on Friday, September 10, 2021. 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 available for public review. Also, a current copy of the Nebraska Open Meetings Act is posted and 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 August 23, 2021
 - (b) Approval of the minutes of the Worksession of August 16, 2021
 - (c) Approval of claims and payroll except the claim of Eldon's Automotive Repair
 - (d) Approve receiving and placing on file department monthly reports
 - (e) Approval of the request of Pacha Soap Co. to utilize the city streets for Rock N' Shop - Pacha Soap Co. Block Party on September 18, 2021
 - (f) Approval of the request of No Coast Brewing, LLC dba First Street Brewing Company for a Special Designated License for the Rock N' Shop - Pacha Soap Co. Block Party on Hastings Avenue between 1st Street and 2nd Street on September 18, 2021
 - (g) Approval of the request of Art Bar, LLC dba Art Bar for a Special Designated License for the Rock N' Shop - Pacha Soap Co. Block Party on Hastings Avenue between 1st Street and 2nd Street on September 18, 2021

- (h) Approval of Work Order EL-172, installation of a single phase electric line to serve a new residence south of DLD Road, west of Republican Avenue
- (i) Approval of Work Order EL-173, installation of three phase underground electric line, padmount transformer and secondary junction box to serve Autumn Park Apartments
- (j) Approval of Work Order EL-177, installation of three phase underground electric line and padmount transformer to serve the Adams County Courthouse
- (k) Approval of manager application of Kinsey A. Bosselman in connection with the Class "D" Liquor License of Bosselman Pump & Pantry Inc. located at 1630 East South Street
- (l) Approval of the request of Church Women United to utilize the city streets for the Hastings Area CROP Walk for Hunger on October 10, 2021
- (m) Approval of the request of LifeLight/Collision to utilize the city streets for the LifeLight Festival on September 19, 2021

REGULAR AGENDA:

- 2. Unfinished Business of Preceding Meeting.
- 3. Public Hearings.
- 4. General Business.
 - (a) Approval of claim of Eldon's Automotive Repair in the amount of \$1413.37 (City)
 - (b) Approval of awarding Solid Waste Concrete Drive and Parking Agreement
 - (c) Authorizing the Mayor to execute documents necessary to obtain and maintain a letter of credit from Five Points Bank of Hastings in the amount of \$2,784,460.00 to satisfy the Performance Guarantee obligations related to Hastings Groundwater Contamination Site
 - (d) Approval of the Release of Easement over the Southwest Quarter of Section 14, Township 7 North, Range 10 West, Adams County, Nebraska
 - (e) Approval of Medical Director and Ambulance Agreement with Mary Lanning Memorial Hospital Association
- 5. Ordinances and Resolutions.
 - (a) Ordinance No. 4678 amending Hastings' City Code Chapter 8 - Alcoholic Beverages
 - (b) Resolution No. 2021-48 approving City of Hastings Employee Handbook Revision 2
- 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.

Service Anniversaries

September 2021

Name	Dept	Assignment	Anniversary	Years
Bate, Kellie M.	Library	Library Assistant	9/19/2021	5
Hachtel, Donald E.	Police	Custodian	9/25/2021	5
Kennedy, Corby D.	Landfill	Solid Waste Operator	9/26/2021	5
Molzen, Deborah S.	EOC	Dispatcher	9/23/2021	20

CITY OF HASTINGS, NEBRASKA
MINUTES OF CITY COUNCIL REGULAR MEETING
Monday, August 23, 2021

Pursuant to due call and notice thereof, a Regular Meeting of the City Council of the City of Hastings, Nebraska was conducted at the Hastings Public Library, 314 N. Denver Avenue, on August 23, 2021.

The meeting was called to order at 5:30 p.m. in Regular Session by Mayor Stutte with the following members present: Matt Fong, Shawn Hartmann, Chuck Rosenberg, Joy Huffaker, Ted Schroeder, Ginny Skutnik, Jeniffer Beahm, Butch Eley. Absent: None.

The following City Officials were present: City Administrator, David Ptak; City Attorney, Clint Schukei; City Clerk, Kimberly Jacobitz; Police Chief, Adam Story; Police Captain, Raelee Van Winkle; Fire Chief, Brad Starling; Parks & Recreation Director, Jeff Hassenstab; Finance Director, Roger Nash; Utility Manager, Kevin Johnson; Information Technology Director, Erik Nielsen; Development Services Director, Lisa Parnell-Rowe; Director of Engineering, Lee Vrooman; Human Resources Director, Lori Hartman.

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

Moved by Butch Eley seconded by Matt Fong to adopt current agenda for August 23, 2021 Regular Meeting. Roll Call: Ayes: Matt Fong, Shawn Hartmann, Chuck Rosenberg, Joy Huffaker, Butch Eley, Ted Schroeder, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: None. The motion carried.

PUBLIC NOTICE - Official Notice of the Regular Meeting was published in the Hastings Tribune on Friday, August 20, 2021. 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 available for public review. Also, a current copy of the Nebraska Open Meetings Act is posted and is accessible to members of the public.

COUNCIL COMMUNICATION:

Councilmember Rosenberg and Dave Ptak attended a Police Pension Committee meeting on Thursday. Police have decided to switch to Oakeson-Steiner for administration of their pension plan. The fees are less, and this gives them a local presence for their needs.

Councilmember Skutnik reported on the Museum Board meeting. The museum will change to their fall hours, beginning today.

CITIZEN COMMUNICATIONS:

None.

MAYOR'S COMMUNICATIONS:

Mayor Stutte thanked all the volunteers for successful Kool-Aid Days. He also wished the Hastings Little League baseball team good luck and congratulations on their success at the Little League World Series.

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, Shawn Hartmann, Chuck Rosenberg, Joy Huffaker, Butch Eley, Ted Schroeder, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: None. The motion carried.

(a) Approval of the minutes of the Council Meeting of August 9,

(b) Approval of claims and payroll

(c) Approve receiving and placing on file department monthly reports

(d) Approval of the request of David Zach to utilize the airport for a wedding reception on October 23, 2021

(e) Approval of the request of the Hastings Family YMCA to utilize city streets for the 5K Turkey Trot on November 20, 2021

(f) Approval of the request of the Hastings Downtown Business Improvement District to utilize city streets for Junk Street on September 11, 2021

REGULAR AGENDA:

2. Unfinished Business of Preceding Meeting.

(a) Resolution No. 2021-39 approving the request of Terrick L.L.C. for an amendment to a Conditional Use Permit for an extended stay area in a recreational vehicle park for property commonly addressed 302 East 26th Street, Hastings, Nebraska. (*Tabled from the August 9, 2021 City Council Meeting.*)

Moved by Butch Eley seconded by Ginny Skutnik to postpone Resolution No. 2021-39 to the September 27, 2021 City Council meeting. Roll Call: Ayes: Matt Fong, Shawn Hartmann, Chuck Rosenberg, Joy Huffaker, Butch Eley, Ted Schroeder, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: None. The motion carried.

3. Public Hearings.

(a) Public hearing regarding an application to the Nebraska Department of Economic Development for a Community Development Block Grant for Downtown Revitalization. Dave Ptak reported this is a continuation of two previous CDBG grant applications. Randy Chick, Community Redevelopment Authority (CRA), gave an update on the grant. We matched the grant with funds from the CRA and Hastings Economic Development Corporation. This would be for \$400,000 in commercial rehabilitation. No public spoke. No objections were received.

4. General Business.

(a) Moved by Ginny Skutnik seconded by Ted Schroeder to approve moving the starting time of the regularly scheduled City Council Meeting on Monday, September 13, 2021 from 5:30 P.M. to 6:00 P.M. Mayor Stutter stated this would allow the budget meeting to be held before the regular meeting. Roll Call: Ayes: Matt Fong, Shawn Hartmann, Chuck Rosenberg, Joy Huffaker, Butch Eley, Ted Schroeder, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: None. The motion carried.

(b) Moved by Chuck Rosenberg seconded by Butch Eley to approve of calling a Special Council Meeting on Monday, September 13, 2021 at 5:30 P.M. at the Hastings Public Library, 314 North Denver Avenue. Roll Call: Ayes: Matt Fong, Shawn Hartmann, Chuck Rosenberg, Joy Huffaker, Butch Eley, Ted Schroeder, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: None. The motion carried.

(c) Moved by Ginny Skutnik seconded by Jeniffer Beahm to approve an application from the Community Redevelopment Authority for Community Development Block Grant Downtown Revitalization Facade program forgivable loan funding in the amount of \$297,763.19 at 705 West Second Street. Randy Chick reported the amount of funds remaining in the 2019 grant application were recommended to award to a different project. That project financing fell through, so we are recommending renovation of the facade of the former Dollar General building. The CRA owns the property. We have done a project like this one other time, prior to having a developer, to make the property more marketable. It should have a huge impact on the appearance of the downtown area. Roll Call: Ayes: Matt Fong, Shawn Hartmann, Chuck Rosenberg, Joy Huffaker, Butch Eley, Ted Schroeder, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: None. The motion carried.

5. Ordinances and Resolutions.

(a) Moved by Matt Fong seconded by Ginny Skutnik to approve Resolution No. 2021-41 authorizing allowable 1% increase in restricted funds. Roger Nash reported each year statutorily we can increase the restricted fund authority by 2 1/2%. We can also, by vote of the council, add an additional 1%. This increases our restricted fund authority that we can carry over to next year. It does not affect how much tax we ask for. It is a buffer that allows us to increase it 1%, in case we need the authority in future years. Roll Call: Ayes: Matt Fong, Shawn Hartmann, Chuck Rosenberg, Joy Huffaker, Butch Eley, Ted Schroeder, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: None. The motion carried.

(b) Moved by Chuck Rosenberg seconded by Ginny Skutnik to approve Resolution No.2021-42 authorizing levy authority for the Community Redevelopment Authority in the amount of \$415,606.57 to help defray the expenses of the Authority for the 2021-2022 fiscal year. Dave Ptak reported this is an annual request from the CRA for budget authority. Randy Chick reported this is an annual resolution that is passed by the City Council, as the governing body of CRA. The authority is allowed at a maximum of 2.6 cent levy. That amount would generate about \$415,606 for the next fiscal year.

Roll Call: Ayes: Matt Fong, Shawn Hartmann, Chuck Rosenberg, Joy Huffaker, Butch Eley, Ted Schroeder, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: None. The motion carried.

(c) Moved by Ginny Skutnik seconded by Matt Fong to approve Resolution No. 2021-43 authorizing the Chief Elected Official to sign the application for Community Development Block Grant funds for Downtown Revitalization. Dave Ptak stated this is a companion to the public hearing on item 3(a) tonight.

Roll Call: Ayes: Matt Fong, Shawn Hartmann, Chuck Rosenberg, Joy Huffaker, Butch Eley, Ted Schroeder, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: None. The motion carried.

6. Final Passage of Ordinances.
None.

7. Appointments.
None.

8. Miscellaneous and Other Business.
None.

9. Closed Session.

Moved by Ginny Skutnik seconded by Butch Eley to go into closed session for reason of personnel at 5:46 P.M. Roll Call: Ayes: Matt Fong, Shawn Hartmann, Chuck Rosenberg, Joy Huffaker, Butch Eley, Ted Schroeder, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: None. The motion carried.

Moved by Ginny Skutnik seconded by Butch Eley to come out of closed session at 6:09 P.M. Roll Call: Ayes: Matt Fong, Shawn Hartmann, Chuck Rosenberg, Joy Huffaker, Butch Eley, Ted Schroeder, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: None. The motion carried.

Moved by Ginny Skutnik seconded by Matt Fong there being no further business to adjourn at 6:09 P.M. Roll Call: Ayes: Matt Fong, Shawn Hartmann, Chuck Rosenberg, Joy Huffaker, Butch Eley, Ted Schroeder, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: None. The motion carried.

APPROVED:

Corey Stutte, Mayor

ATTEST:

Kimberly S. Jacobitz, City Clerk

(S E A L)

CITY OF HASTINGS, NEBRASKA
MINUTES OF CITY COUNCIL WORKSESSION
Monday, August 16, 2021

Pursuant to due call and notice thereof, a Worksession of the City Council of the City of Hastings, Nebraska was conducted at the Hastings Public Library, 314 N. Denver Avenue, on August 16, 2021.

The meeting was called to order at 5:30 p.m. in Worksession by Council President Skutnik with the following members present: Matt Fong, Shawn Hartmann, Chuck Rosenberg, Joy Huffaker, Jeniffer Beahm, Ted Schroeder, Butch Eley, Corey Stutte. Absent: None.

The following City Officials were present: City Administrator, David Ptak; City Attorney, Clint Schukei; City Clerk, Kimberly Jacobitz; Police Chief, Adam Story; Fire Chief, Brad Starling; Parks & Recreation Director, Jeff Hassenstab; Finance Director, Roger Nash; Utility Director of Administration, Derek Zeisler; Information Technology Director, Erik Nielsen; Development Services Director, Lisa Parnell-Rowe; Director of Engineering, Lee Vrooman; Museum Director, Teresa Kruetzer-Hodson; Human Resources Director, Lori Hartman; Police Captain, Mike Doremus; Utility Accounting Manager, Robin Ginn.

Council President Skutnik led the group in recital of the Pledge of Allegiance to the United States of America.

Moved by Butch Eley seconded by Ted Schroeder to adopt current agenda for August 16, 2021 Worksession. Roll Call: Ayes: Matt Fong, Shawn Hartmann, Chuck Rosenberg, Joy Huffaker, Butch Eley, Ted Schroeder, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: None. The motion carried.

PUBLIC NOTICE - Official Notice of the Worksession was published in the Hastings Tribune on Friday, August 13, 2021. 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 available. Also, a current copy of the Nebraska Open Meetings Act is posted and accessible to members of the public.

DISCUSSION ITEMS

1. Discussion of proposed 2021-2022 City Budget and Utility Budget.

Dave Ptak stated Kevin Johnson was unable to attend tonight, but Utility Department staff were sent in his absence.

Dave reviewed the Personnel Authorization Schedule, which is a breakdown of full-time and part-time employee counts, per department. The city budget has 201 full-time and 52 part-time positions, for a total of 253. The Cyber Security position was discussed at length. Erik Nielsen stated that we need to have a dedicated employee to write the Continuity of Operations Planning (COOP) and disaster plans, and handle networking and cyber security. Recently, the Information Technology Department put a hold on other projects until they are able to get Multiple Factor Authentication (MFA) in place. Cyber insurance requires several extra steps that were not needed before this year's renewal, including MFA in place prior to the October 1, 2021 insurance renewal date. He mentioned there are other companies that out-source. Discussion

was held on a need to assess efficiencies in IT to make sure we are using money wisely. It was also mentioned that an audit of IT might be helpful to structure the department appropriately. Cyber Security Specialists are in high demand right now and there is concern about finding someone to fill the position. There have been multiple cyber-attacks on utility groups lately, which are having real-time, live impacts. Erik explained the large increases to the IT budget lines are because the software starts in the IT budget and then cost is redistributed to department budgets, to get more accurate reports on software. Ginny Skutnik stated that we have talked about an Assistant City Administrator, but do not have that in the budget. Dave Ptak stated the position has been approved, but has not been funded. Councilmember Skutnik commented that the city needs a succession plan to cover in the event of retirement. If an Assistant City Administrator was added to the budget, we would need to revise the Pay Plan, prior to formally adopting the budget on September 13th. Both the FOP and IAFF collective bargaining agreements expire September 30th. We expect to negotiate the contracts in the next few weeks. Hopefully, we will be able to get a 3-year extension to both contracts. There are possible changes to the Fee Resolution Schedule from the Utility Advisory Board. We included \$2.5 million in the budget for a city hall project. We split payments for the Highway 6 West Project with the Nebraska Department of Transportation into two fiscal years, so it helps our cashflow. We paid the first half this year, so the second half is due next year. There is \$1.7 million in the budget for viaduct demolition, which includes demolition, dirtwork, street rearrangements, and Union Pacific costs. Staff will meet with Olsson this week to finalize plans. Dave stated that we opened the last in-ground cell at the landfill, but can build up in the future, if needed. The railroad spur is associated with the Heartwell Project (Flint Project). There is an equal, off-setting revenue for that project. Roger Nash stated that we must find a funding source for items in the BAN fund, whether we choose to use General Fund dollars or take out notes for those. Dave told the group we received half of our Advanced Research Projects Agency (ARPA) funds. We are waiting to know where those funds can be spent. The last webinar is this week on the final guidance on ARPA funds. Larger projects in the Street Fund and BAN fund drove up overall expenditures, but they are offset by corresponding revenues. The General Fund has a healthy beginning cash balance, but it includes CARES Act money (\$1.6 million). There was a transfer from utilities of \$900,000 due to the weather event in February. These two items, worth \$2.5 million, are one-time items. The city's Self-Insurance Fund is healthy. We had good loss-experience this fiscal year. We offered a High Deductible Plan, which was well received by employees.

Derek Zeisler reported that revenue growth is projected to be at 1% and inflation at 3%. There is no increase anticipated for full-time staff count. Utility rate increases: Electric 1% (2nd of 3 years) and Gas 3% (2nd of 4 years). We are planning to do a cost of service study for sewer and water this year. Both those departments are doing well, but we want an outside check on those. Capital planning includes \$1 million for continuation to expand the solar farm. We should be able to sell out the remaining portion of current solar panels, so we are looking at the opportunity to grow. We are reviewing current assets we have for generation (IRP Study). We are monitoring the market. Southwest Power Pool (SPP) is being saturated by wind. For example, in May of this year, we hit over 87% of the energy that was being generated in the SPP market was being made up of renewable energy. The downside is, when renewable energy is available, everything else has to basically shut-down. When renewables go up and come back down, the biggest concern is making sure you have something to quickly respond to that, such as fuel oil units or natural gas. We are currently using coal generation units and natural gas. If renewables are there, it is difficult to turn our units off and on quickly. We will install Smart Meters over the next three years. The electrical side of the February event was a positive one from the economic side. We were able to keep coal plants at their maximum

throughout the event. We brought in \$10 million and transferred approximately \$5 million to the rate stabilization fund. We put \$700,000 tree trimming expense into the budget, to continue on more of the east and south sides of town. We hope to complete all areas within the next two years. A \$2 million watermain replacement program will be on-going, with the goal to eventually replace all water pipe. The age of water lines is a concern. In talking to utilities, we need to spend \$1.7 million annually on replacing old water lines. Lee Vrooman reported that we have approximately 200 miles of watermain in the ground. Administration budget has \$875,000 for technology fiber, as we continue to ramp up our IT efforts. Due to the February event, we were able to pull \$3.75 million out of rate stabilization to help offset some of the cost. We usually have \$5 million in our budget for our gas purchases for the year. We hit over \$6 million in February alone for gas purchases. We were able to get state funding relief, around \$2.2 million. We will take half of that money and put towards the added Peak Ground Acceleration (PGA) factor increase to help cover some of the cost from the February event. Roger Nash stated a legislative bill was passed to help municipalities that operate a natural gas system, to offset some of the cost from the February weather event. We received \$2.2 million out of the total \$4 million allocated. There will be gas main upgrades at Lochland and Central Community College. The Aquifer Storage and Restoration (ASR) project is favorable. Derek reported there are currently 6,012 panels in the Solar Farm. We hope to add 2,000 panels in that area. Anything over that amount, we would have to upsize transformers and lines.

Moved by Matt Fong seconded by Shawn Hartmann to move into closed session for reason of negotiations at 6:35 P.M. Roll Call: Ayes: Matt Fong, Shawn Hartmann, Chuck Rosenberg, Joy Huffaker, Butch Eley, Ted Schroeder, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: None. The motion carried.

Moved by Butch Eley seconded by Jeniffer Beahm to come out of closed session at 7:06 P.M. Roll Call: Ayes: Matt Fong, Shawn Hartmann, Chuck Rosenberg, Joy Huffaker, Butch Eley, Ted Schroeder, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: None. The motion carried.

Moved by Butch Eley seconded by Jeniffer Beahm there being no further business to adjourn at 7:06 P.M. Roll Call: Ayes: Matt Fong, Shawn Hartmann, Chuck Rosenberg, Joy Huffaker, Butch Eley, Ted Schroeder, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: None. The motion carried.

INVOICE APPROVAL LIST BY FUND REPORT

8/20/2021 PREPAIDS

Date: 08/20/2021

Time: 10:56 am

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City of Hastings

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 001 GENERAL FUND							
Dept: 000.000							
001-000.000-424.100	Cable TV Franch						
	HASTINGS PUBLIC ACCESS	Q2 2021	FRANCHISE FEE APR-JUN 2021	0	08/03/2021	08/20/2021	10,442.11
							10,442.11
Total Dept. 000000:							10,442.11
Dept: 010.000 City administrator's office							
001-010.000-726.200	Telephone						
	WINDSTREAM	090212392	CITY TELEPHONE 84/21-9/3/251	0	08/06/2021	08/20/2021	1.21
	WINDSTREAM	090212392	CITY TELEPHONE 84/21-9/3/251	0	08/06/2021	08/20/2021	1.59
	WINDSTREAM	090212392	CITY TELEPHONE 84/21-9/3/251	0	08/06/2021	08/20/2021	7.21
	WINDSTREAM	090212392	CITY TELEPHONE 84/21-9/3/251	0	08/06/2021	08/20/2021	0.53
							10.54
Total Dept. City administrator's office:							10.54
Dept: 030.000 City attorney							
001-030.000-726.200	Telephone						
	VERIZON WIRELESS	9885652781	7/7 TO 8/6 CELL PHONES	0	08/06/2021	08/20/2021	40.01
							40.01
Total Dept. City attorney:							40.01
Dept: 080.000 Development Services							
001-080.000-726.200	Telephone						
	VERIZON WIRELESS	9885652781	7/7 TO 8/6 CELL PHONES	0	08/06/2021	08/20/2021	412.87
							412.87
Total Dept. Development Services:							412.87
Dept: 120.000 Cemetery							
001-120.000-726.200	Telephone						
	VERIZON WIRELESS	9885652781	7/7 TO 8/6 CELL PHONES	0	08/06/2021	08/20/2021	23.94
							23.94
Total Dept. Cemetery:							23.94
Dept: 130.000 Parks							
001-130.000-726.200	Telephone						
	VERIZON WIRELESS	9885652781	7/7 TO 8/6 CELL PHONES	0	08/06/2021	08/20/2021	89.00
	WINDSTREAM	090212392	CITY TELEPHONE 84/21-9/3/251	0	08/06/2021	08/20/2021	7.49
							96.49
001-130.000-729.150	Other Operating						
	HASTINGS PHYSICAL THERAPY	201648	NEW HIRE PHYSICAL & DRUG TEST	0	07/31/2021	08/20/2021	26.00
							26.00
Total Dept. Parks:							122.49
Dept: 140.000 Water Park							
001-140.000-720.300	Professional Ser						
	HASTINGS PHYSICAL THERAPY	201648	NEW HIRE PHYSICAL & DRUG TEST	0	07/31/2021	08/20/2021	52.00
							52.00
Total Dept. Water Park:							52.00
Dept: 145.000 Recreation programming							
001-145.000-720.331	Adult Act. Contra						
	ENGBERG/SCOTT//	REC07-20	UMPIRE 3 GAMES @ \$25/GAME	0	08/07/2021	08/20/2021	75.00
	MASER/ADAM//	REC15-08	UMPIRE 4 GAMES @ \$25/GAME	0	08/07/2021	08/20/2021	100.00
	NORQUEST/HANNAH//	T1226	UMPIRE 3 GAMES @ \$24/GAME	0	08/07/2021	08/20/2021	72.00
	TATE/JAMES//	REC13-10	UMPIRE 2 GAMES @ \$25/GAME	0	08/07/2021	08/20/2021	50.00

INVOICE APPROVAL LIST BY FUND REPORT

8/20/2021 PREPAIDS

Date: 08/20/2021

Time: 10:56 am

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City of Hastings

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
							297.00
001-145.000-729.050	Dues & Subscrip						
	US BANK	WEVIDEO	SUBSCRIPTION	0	08/09/2021	08/20/2021	9.99
							9.99
Total Dept. Recreation programming:							306.99
Dept: 150.000 Library							
001-150.000-726.200	Telephone						
	VERIZON WIRELESS	9885652781	7/7 TO 8/6 CELL PHONES	0	08/06/2021	08/20/2021	112.77
	WINDSTREAM	090212392	CITY TELEPHONE 84/21-9/3/251	0	08/06/2021	08/20/2021	65.73
							178.50
Total Dept. Library:							178.50
Dept: 220.000 911 center							
001-220.000-726.200	Telephone						
	WINDSTREAM	090212392	CITY TELEPHONE 84/21-9/3/251	0	08/06/2021	08/20/2021	1.78
	WINDSTREAM	090212392	CITY TELEPHONE 84/21-9/3/251	0	08/06/2021	08/20/2021	4,696.66
	WINDSTREAM	090219386	PARKS/REC ALARM	0	08/06/2021	08/20/2021	98.50
	WINDSTREAM	090223888	LIBRARY ALARM	0	08/06/2021	08/20/2021	16.83
	WINDSTREAM	090223889	MUSEUM ALARM	0	08/06/2021	08/20/2021	16.83
	WINDSTREAM	090223890	ENGINEERING ALARM	0	08/06/2021	08/20/2021	16.83
	WINDSTREAM	090229723	LINCOLN PARK FIRE STATION	0	08/06/2021	08/20/2021	119.74
							4,967.17
Total Dept. 911 center:							4,967.17
Dept: 230.000 Hastings Fire & Rescue							
001-230.000-720.350	Training & Confe						
	US BANK	HARRY & IZZYS	FDIC CONFERENCE - MEALS	0	08/03/2021	08/20/2021	45.78
	US BANK	INDIANA CC CONS	FDIC CONFERENCE - MEALS	0	08/04/2021	08/20/2021	36.00
	US BANK	HOOTER'S	FDIC CONFERENCE - MEALS	0	08/04/2021	08/20/2021	37.12
	US BANK	STARBUCKS	FDIC CONFERENCE - MEALS	0	08/04/2021	08/20/2021	15.59
	US BANK	INDIANA CC CONS	FDIC CONFERENCE - MEALS	0	08/05/2021	08/20/2021	15.00
	US BANK	INDIANA CC CONS	FDIC CONFERENCE - MEALS	0	08/05/2021	08/20/2021	17.00
	US BANK	PUNCH BOWL	FDIC CONFERENCE - MEALS	0	08/06/2021	08/20/2021	41.42
	US BANK	OLD SPAGHETTI	FDIC CONFERENCE - MEALS	0	08/05/2021	08/20/2021	50.13
	US BANK	STARBUCKS	FDIC CONFERENCE - MEALS	0	08/05/2021	08/20/2021	10.95
	US BANK	STARBUCKS	FDIC CONFERENCE - MEALS	0	08/05/2021	08/20/2021	11.94
	US BANK	STARBUCKS	FDIC CONFERENCE - MEALS	0	08/05/2021	08/20/2021	15.59
	US BANK	BUFFALO WW	FDIC CONFERENCE - MEALS	0	08/07/2021	08/20/2021	37.70
	US BANK	DELTA	FDIC CONFERENCE - BAGGAGE	0	08/05/2021	08/20/2021	30.00
	US BANK	DELTA	FDIC CONFERENCE - BAGGAGE	0	08/05/2021	08/20/2021	30.00
	US BANK	DELTA	FDIC CONFERENCE - BAGGAGE	0	08/07/2021	08/20/2021	30.00
	US BANK	DELTA	FDIC CONFERENCE - BAGGAGE	0	08/07/2021	08/20/2021	30.00
	US BANK	ABM OMAHA	FDIC CONFERENCE - PARKING	0	08/07/2021	08/20/2021	30.00
	US BANK	OMNI SEVERIN	FDIC CONFERENCE - HOTEL	0	08/07/2021	08/20/2021	1,099.80
	US BANK	OMNI SEVERIN	FDIC CONFERENCE - HOTEL	0	08/07/2021	08/20/2021	1,099.80
	US BANK	PUMP & PANTRY	FDIC CONFERENCE - FUEL	0	08/07/2021	08/20/2021	20.00
	US BANK	FEDERAL RESOURCE	HAZMAT IQ COURSE	0	08/11/2021	08/20/2021	4,950.00
							7,653.82
001-230.000-726.200	Telephone						
	CHARTER COMMUNICATIONS	0006486080121	STA 1 TV	0	08/01/2021	08/20/2021	48.70
	CHARTER COMMUNICATIONS	0039545080121	STA 2 INTERNET/TV	0	08/01/2021	08/20/2021	97.77
	VERIZON WIRELESS	9885652781	7/7 TO 8/6 CELL PHONES	0	08/06/2021	08/20/2021	520.13
	VERIZON WIRELESS	9885652781	7/7 TO 8/6 CELL PHONES	0	08/06/2021	08/20/2021	445.66
	WINDSTREAM	090212392	CITY TELEPHONE 84/21-9/3/251	0	08/06/2021	08/20/2021	5.13
							1,117.39
001-230.000-729.050	Dues & Subscrip						
	US BANK	TRUE COACH	MONTHLY SUBSCRIPTION	0	08/12/2021	08/20/2021	80.99

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							80.99
Total Dept. Hastings Fire & Rescue:							8,852.20
Dept: 230.300 Ambulance Service							
001-230.300-726.200	Telephone						
	VERIZON WIRELESS	9885652781	7/7 TO 8/6 CELL PHONES	0	08/06/2021	08/20/2021	200.05
	VERIZON WIRELESS	9885652781	7/7 TO 8/6 CELL PHONES	0	08/06/2021	08/20/2021	438.09
							638.14
001-230.300-731.350	Medical Supplies						
	US BANK	ELITE PROMO	FACE MASKS - 350	0	08/11/2021	08/20/2021	2,777.33
							2,777.33
Total Dept. Ambulance Service:							3,415.47
Dept: 240.000 Police							
001-240.000-720.300	Professional Ser						
	CHARTER COMMUNICATIONS	0035568080321	CABLE SERVICE	0	08/03/2021	08/20/2021	78.94
	HASTINGS PHYSICAL THERAPY	201648	NEW HIRE PHYSICAL & DRUG TEST	0	07/31/2021	08/20/2021	68.00
							146.94
001-240.000-720.350	Training & Confe						
	US BANK	CONTROLLED FORCE	RECERTIFICAITON CLASS	0	08/05/2021	08/20/2021	587.10
	US BANK	BLUE TO GOLD	ADVANCED SEARCH & SEIZURE	0	08/05/2021	08/20/2021	399.00
	US BANK	RADIUS BREWING	2 MEALS - NEELLY, BARRON	0	08/04/2021	08/20/2021	39.94
	US BANK	CHILIS	2 MEALS - WILLIAMSON, SANDOVAL	0	08/04/2021	08/20/2021	37.59
	US BANK	RADIUS BREWING	2 MEALS - NEELLY, BARRON	0	08/05/2021	08/20/2021	39.93
	US BANK	HUDDLE HOUSE	2 MEALS - NEELLY, BARRON	0	08/05/2021	08/20/2021	28.28
	US BANK	LAMORENA	2 MEALS - WILLIAMSON, SANDOVAL	0	08/04/2021	08/20/2021	26.00
	US BANK	HAMPTON INN	LODGING - WILLIAMSON	0	08/04/2021	08/20/2021	94.61
	US BANK	HAMPTON INN	LODGING - SANDOVAL	0	08/04/2021	08/20/2021	94.61
	US BANK	KTA	TOLL ROAD	0	08/08/2021	08/20/2021	2.00
	US BANK	KTA	TOLL ROAD	0	08/08/2021	08/20/2021	0.50
	US BANK	HILTON	LODGING - NEELLY, BARRON	0	08/05/2021	08/20/2021	301.60
							1,651.16
001-240.000-726.200	Telephone						
	WINDSTREAM	090212392	CITY TELEPHONE 84/21-9/3/251	0	08/06/2021	08/20/2021	62.38
	WINDSTREAM	090212727	TELEPHONE SERVICE	0	08/06/2021	08/20/2021	141.71
							204.09
001-240.000-727.700	R & M Tools & M						
	DELL MARKETING L.P.	2007140030811	4 DELL LATITUDE LAPTOPS	0	08/05/2021	08/20/2021	1,466.34
							1,466.34
001-240.000-730.050	Office Supplies						
	US BANK	AMAZON	2 USB HUBS, 2 ZIPPER PADFOLIO	0	08/03/2021	08/20/2021	85.96
							85.96
001-240.000-731.250	Fuel & Oil						
	US BANK	WHITEHEAD OIL	FUEL, LINCOLN	0	08/04/2021	08/20/2021	42.80
							42.80
001-240.000-731.360	K-9 Unit						
	US BANK	AMAZON	2 APPLE ADAPTERS	0	08/05/2021	08/20/2021	21.99
							21.99
001-240.000-738.055	Field Equipment						
	US BANK	SIRCHIE FINGER PRINT	NARK II SCOTT REAGENT MODIFI	0	04/06/2021	08/20/2021	131.70
	US BANK	AMAZON	2 APPLE ADAPTERS	0	08/05/2021	08/20/2021	66.00
							197.70
Total Dept. Police:							3,816.98

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Dept: 620.000 Airport							
001-620.000-726.200	Telephone						
	VERIZON WIRELESS	9885652781	7/7 TO 8/6 CELL PHONES	0	08/06/2021	08/20/2021	41.12
	WINDSTREAM	090937657	SERVICE FROM 8/7/21-9/6/21	0	08/10/2021	08/20/2021	39.09
							80.21
001-620.000-741.200	Building Improve						
	US BANK	BLINDS.COM	WINDOW SHADES, TERMINAL	0	08/11/2021	08/20/2021	695.98
							695.98
Total Dept. Airport:							776.19
Total Fund GENERAL FUND:							33,417.46
Fund: 090 I.T. FUND							
Dept: 000.000							
090-000.000-726.200	Telephone						
	VERIZON WIRELESS	9885652781	7/7 TO 8/6 CELL PHONES	0	08/06/2021	08/20/2021	40.01
							40.01
Total Dept. 000000:							40.01
Total Fund I.T. FUND:							40.01
Fund: 147 CANDO FUND							
Dept: 000.000							
147-000.000-729.600	CANDO Project						
	WINDSTREAM	090212738	TELEPHONE SERVICE CANDO	0	08/06/2021	08/20/2021	73.20
							73.20
Total Dept. 000000:							73.20
Total Fund CANDO FUND:							73.20
Fund: 155 PUBLIC SAFETY GRANT FU							
Dept: 240.415 Police Grant							
155-240.415-727.225	Grant Expenses						
	DELL MARKETING L.P.	2007140030811	4 DELL LATITUDE LAPTOPS	0	08/05/2021	08/20/2021	7,202.18
	JONES AUTOMOTIVE	41	INSTALL TABLETS IN 4 FORD	0	07/22/2021	08/20/2021	7,400.02
							14,602.20
Total Dept. Police Grant:							14,602.20
UBLIC SAFETY GRANT FUND:							14,602.20
Fund: 158 WIRELESS E911 FUND							
Dept: 220.000 911 center							
158-220.000-743.400	Communication E						
	GLENWOOD TELECOMMUNICA	10731016	SPECIAL ACCESS	0	08/01/2021	08/20/2021	44.72
	WINDSTREAM	090013968	MONTHLY BILL	0	08/04/2021	08/20/2021	1,409.97
	WINDSTREAM	090239051	MONTHLY BILL	0	08/06/2021	08/20/2021	94.25
	WINDSTREAM	090229718	MONTHLY BILL	0	07/07/2021	08/20/2021	131.59
	WINDSTREAM	090229721	MONTHLY BILL	0	07/07/2021	08/20/2021	95.92
	WINDSTREAM XETA	3026696	PROGRESS BILL	0	08/05/2021	08/20/2021	94,064.30
							95,840.75
Total Dept. 911 center:							95,840.75
I Fund WIRELESS E911 FUND:							95,840.75

Fund: 159 LANDLINE E911 FUND

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Dept: 220.000 911 center							
159-220.000-743.400	Communication E						
	GLENWOOD TELECOMMUNICA	10731016	SPECIAL ACCESS	0	08/01/2021	08/20/2021	9.82
	WINDSTREAM	090013968	MONTHLY BILL	0	08/04/2021	08/20/2021	309.51
	WINDSTREAM	090239051	MONTHLY BILL	0	08/06/2021	08/20/2021	20.69
	WINDSTREAM	090229718	MONTHLY BILL	0	07/07/2021	08/20/2021	28.89
	WINDSTREAM	090229721	MONTHLY BILL	0	07/07/2021	08/20/2021	21.06
							389.97
Total Dept. 911 center:							389.97
I Fund LANDLINE E911 FUND:							389.97
Fund: 170 MUSEUM FUND							
Dept: 170.100 Museum administration							
170-170.100-723.050	Advertising						
	US BANK	FACEBOOK	JULY FACEBOOK ADS	0	07/31/2021	08/20/2021	320.00
							320.00
170-170.100-726.200	Telephone						
	WINDSTREAM	090212392	CITY TELEPHONE 84/21-9/3/251	0	08/06/2021	08/20/2021	63.04
							63.04
170-170.100-729.050	Dues & Subscrip						
	US BANK	SAMS CLUB	MEMBERSHIP DUES	0	08/04/2021	08/20/2021	107.51
							107.51
170-170.100-729.150	Other Operating						
	HASTINGS PHYSICAL THERAPY	201648	NEW HIRE PHYSICAL & DRUG TEST	0	07/31/2021	08/20/2021	68.00
							68.00
170-170.100-731.205	Concessions for						
	US BANK	NASSAUCANDY	CREDIT - ITEM NOT SHIPPED	0	08/03/2021	08/20/2021	-168.00
							-168.00
170-170.100-731.210	Store Merchandis						
	US BANK	AURORAWORLD	STORE MERCHANDISE	0	08/02/2021	08/20/2021	255.02
							255.02
170-170.100-731.408	Educational Expe						
	US BANK	PRAIRIE LOFT	SUMMER CAMP	0	08/03/2021	08/20/2021	126.18
							126.18
Total Dept. Museum administration:							771.75
Total Fund MUSEUM FUND:							771.75
Fund: 180 STREET FUND							
Dept: 000.000							
180-000.000-726.200	Telephone						
	VERIZON WIRELESS	9885652781	7/7 TO 8/6 CELL PHONES	0	08/06/2021	08/20/2021	243.41
	VERIZON WIRELESS	9885652781	7/7 TO 8/6 CELL PHONES	0	08/06/2021	08/20/2021	106.18
	WINDSTREAM	090212392	CITY TELEPHONE 84/21-9/3/251	0	08/06/2021	08/20/2021	0.45
							350.04
Total Dept. 000000:							350.04
Total Fund STREET FUND:							350.04
Fund: 610 LANDFILL FUND							
Dept: 000.000							
610-000.000-726.100	Natural Gas						

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	BLACK HILLS ENERGY	8770466950	GAS SERVICE 5/25/21-6/25/21	0	06/29/2021	08/20/2021	-67.74
	BLACK HILLS ENERGY	8770466950	GAS SERVICE 5/25/21-6/25/21	0	06/29/2021	08/20/2021	45.99
	BLACK HILLS ENERGY	8770466950	GAS SERVICE 6/25/21-7/28/21	0	07/29/2021	08/20/2021	43.28
							21.53
610-000.000-726.200	Telephone						
	VERIZON WIRELESS	9885652781	7/7 TO 8/6 CELL PHONES	0	08/06/2021	08/20/2021	40.01
	WINDSTREAM	090212392	CITY TELEPHONE 84/21-9/3/251	0	08/06/2021	08/20/2021	1.80
	WINDSTREAM	090231819	TELEPHONE SERVICE	0	08/06/2021	08/20/2021	198.06
							239.87
						Total Dept. 000000:	261.40
						Total Fund LANDFILL FUND:	261.40
						Grand Total:	145,746.78

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Fund: 001 GENERAL FUND							
Dept: 000.000							
001-000.000-462.050	Auditorium Rent						
	HOWARD/SIDNEY//	REFUND	AUDITORIUM CANCELLATION	0	05/25/2021	09/13/2021	400.00
	HOWARD/SIDNEY//	REFUND	AUDITORIUM CANCELLATION	0	05/26/2021	09/13/2021	200.00
							600.00
001-000.000-463.375	Program Fees-Ac						
	NELSON/BRENT//	31472134	SB ADULT COED/REFUND	0	08/09/2021	09/13/2021	360.00
							360.00
001-000.000-474.050	Cemetery Lot Sa						
	OCHSNER/MARGARET//	M. OCHSNER	75% REFUND - BK E, LOT 56,	0	08/23/2021	09/13/2021	75.00
							75.00
Total Dept. 000000:							1,035.00
Dept: 010.000 City administrator's offic							
001-010.000-727.200	R & M Buildings						
	BIG G ACE	680678/1	BATTERY, FASTENERS	0	08/16/2021	09/13/2021	22.48
	EAKES OFFICE SOLUTIONS	8307979-0	BAGS	0	08/10/2021	09/13/2021	49.47
	K-T HEATING & AIR CONDITION	1859-59016	ADDED FREON/ ADMIN UNIT	0	08/06/2021	09/13/2021	601.40
	PRESTO-X	3297705	AUG PEST CONTROL	0	08/03/2021	09/13/2021	62.00
							735.35
Total Dept. City administrator's office:							735.35
Dept: 020.000 Human Resources							
001-020.000-720.355	Employee Progræ						
	ALPHA CARD	SO213389728	SUPPLIES FOR BADGE MACHINE	0	08/03/2021	09/13/2021	920.00
	HEALTH MANAGEMENT SYSTEM	2021-4926	EAP - SERVICE PERIOD FOR AUG	0	08/01/2021	09/13/2021	463.45
							1,383.45
Total Dept. Human Resources:							1,383.45
Dept: 070.000 Other governmental acc							
001-070.000-720.130	ERP Consultant I						
	AMGL	13966	COA, ACCOUNTING MIGRATION	0	08/20/2021	09/13/2021	2,475.00
							2,475.00
001-070.000-720.150	Contingency						
	KIMLEY-HORN AND ASSOCIATE	196038000-0721	TRANSPORTATION & PARKING SE	0	07/31/2021	09/13/2021	5,310.00
							5,310.00
001-070.000-720.307	ELSA Translator						
	REAL TIME TRANSLATION, INC.	115704	40 MINUTES 6/16-6/30 19 MIN	0	08/18/2021	09/13/2021	525.50
							525.50
001-070.000-720.470	Disability Insuran						
	MUTUAL OF OMAHA	G000AZN9	DIV 1 (NONUTIL) LONGTERMDISAI	0	09/01/2021	09/13/2021	3,255.14
							3,255.14
001-070.000-726.300	Waste Disposal S						
	WOODWARD'S DISPOSAL SERV	9013-1829	SERVICE	0	08/23/2021	09/13/2021	3,169.50
							3,169.50
001-070.000-741.200	Building Improvei						
	GREAT PLAINS ASBESTOS CON	2928-01	STA 1 ASBESTOS REMOVAL	0	08/13/2021	09/13/2021	7,350.00
	QUAD-C CONSULTING	211520103	STA 1 ABATEMENT PROJ ADMIN	0	08/11/2021	09/13/2021	1,760.00
							9,110.00
001-070.000-743.555	Computer Softwaæ						
	TYLER TECHNOLOGIES, INC.	045-349881	IMPLEMENTATION CAPEGSAN	0	07/31/2021	09/13/2021	8,400.00
							8,400.00

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Total Dept. Other governmental accounts:							32,245.14
Dept: 080.000 Development Services							
001-080.000-720.305	Recording fees						
	ADAMS COUNTY REGISTER OF	20212306	CITY OF HASTINGS RSL #2021-32	0	07/15/2021	09/13/2021	22.00
	ADAMS COUNTY REGISTER OF	20213458	PERRY, KURT	0	07/30/2021	09/13/2021	22.00
							44.00
001-080.000-720.350	Training & Confe						
	US BANK	IAEI	INTERNATIONAL ASSN OF ELEC	0	08/20/2021	09/13/2021	205.00
							205.00
001-080.000-722.100	Mileage						
	PARNELL-ROWE/LISA//	MILEAGE	MILEAGE TO KEARNEY	0	08/16/2021	09/13/2021	57.01
							57.01
001-080.000-730.050	Office Supplies						
	ZEE MEDICAL SERVICE CO.	125-020593	IBUTAB 2/PK, 250 BOX	0	05/05/2021	09/13/2021	29.70
							29.70
001-080.000-730.100	Books & Maps						
	US BANK	ICC	CODE BOOKS	0	07/30/2021	09/13/2021	204.50
							204.50
Total Dept. Development Services:							540.21
Dept: 110.000 Auditorium							
001-110.000-726.200	Telephone						
	CHARTER COMMUNICATIONS	0029348081821	SERVICE 8/18/21-9/17/21	0	08/18/2021	09/13/2021	101.49
							101.49
Total Dept. Auditorium:							101.49
Dept: 120.000 Cemetery							
001-120.000-726.200	Telephone						
	CHARTER COMMUNICATIONS	0008425080921	SERVICE 8/9/21-9/8/21	0	08/09/2021	09/13/2021	91.35
							91.35
001-120.000-727.500	R & M Heavy Ma						
	MIDWEST TURF & IRRIGATION	3876915-00	TORO DECK PARTS	0	08/03/2021	09/13/2021	60.12
							60.12
001-120.000-727.800	R & M Vehicles						
	HASTINGS FORD LINCOLN	24030	VEHICLE MAINTENANCE	0	08/12/2021	09/13/2021	359.75
	N A P A AUTO PARTS	048708	OIL DRY	0	08/12/2021	09/13/2021	50.28
							410.03
001-120.000-731.150	Chemicals						
	CENTRA CHEMICAL SERVICES	50090	GOPHER BAIT	0	08/20/2021	09/13/2021	135.30
	CENTRA CHEMICAL SERVICES	50082	WEED SPRAY	0	08/12/2021	09/13/2021	231.74
							367.04
001-120.000-737.100	Landscaping Sup						
	MENARDS	21008	WATERING SUPPLIES	0	08/12/2021	09/13/2021	45.04
							45.04
001-120.000-737.250	Niche Supplies						
	EICKHOF COLUMBARIA, INC	12682	PLAQUE FOR DONALD WARNER	0	08/18/2021	09/13/2021	346.00
							346.00
Total Dept. Cemetery:							1,319.58
Dept: 130.000 Parks							
001-130.000-726.200	Telephone						
	ALLO COMMUNICATIONS	1398929	PHONE/INTERNET SERVICE	0	08/24/2021	09/13/2021	354.20

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	VIAERO WIRELESS	14809	PARKS CELL 7/21/21-8/20/21	0	08/26/2021	09/13/2021	2.74
	WINDSTREAM	091989818	PHONE SERVICE 8/19/21-9/18/21	0	08/21/2021	09/13/2021	48.97
	WINDSTREAM	091989819	PHONE SERVICE 8/19/21-9/18/21	0	08/21/2021	09/13/2021	48.97
							454.88
001-130.000-727.200	R & M Buildings						
	BIG G ACE	678025/1	WADING POOL GATE/LATCH	0	07/06/2021	09/13/2021	41.83
	FASTENAL COMPANY	NEHAS171039	PARTS	0	08/02/2021	09/13/2021	3.50
	MENARDS	21142	DUNCAN FIELD R&M	0	08/16/2021	09/13/2021	66.38
	PRESTO-X	3555589	PEST CONTROL	0	08/24/2021	09/13/2021	138.00
	PRESTO-X	3326690	PEST CONTROL	0	08/10/2021	09/13/2021	62.00
	REAMS SPRINKLER SUPPLY CC	0004972377-001	IRRIGATION SPRINKLER SYSTEM	0	08/09/2021	09/13/2021	136.93
	REAMS SPRINKLER SUPPLY CC	0005009274-001	IRRIGATION SPRINKLER SYSTEM	0	08/11/2021	09/13/2021	230.50
	REAMS SPRINKLER SUPPLY CC	0005020208-001	IRRIGATION SPRINKLER SYSTEM	0	08/12/2021	09/13/2021	298.76
							977.90
001-130.000-727.500	R & M Heavy Ma						
	HYDRAULIC EQUIPMENT SERV	63928FS	BOOM TRUCK R&M	0	08/02/2021	09/13/2021	983.25
	KELLY SUPPLY COMPANY	S15106344-0	TOOLCAT R&M	0	08/09/2021	09/13/2021	74.58
							1,057.83
001-130.000-727.800	R & M Vehicles						
	N A P A AUTO PARTS	047863	ALTERNATOR/CORE/DEPOSIT	0	08/09/2021	09/13/2021	162.61
	N A P A AUTO PARTS	048369	OIL FILTERS	0	08/11/2021	09/13/2021	17.29
	N A P A AUTO PARTS	048499	TOGGLE	0	08/11/2021	09/13/2021	3.89
	N A P A AUTO PARTS	050838	WINDOW HANDLE	0	08/20/2021	09/13/2021	11.96
	N A P A AUTO PARTS	050675	RELAY	0	08/20/2021	09/13/2021	16.47
							212.22
001-130.000-729.150	Other Operating						
	BIG G ACE	681221/1	CHAIN	0	08/24/2021	09/13/2021	48.98
	S.O.S. PORTABLE TOILET INC.	46092	PORTABLE TOILET RENATAL AUG	0	08/13/2021	09/13/2021	160.00
							208.98
001-130.000-731.050	Asphalt & Cemer						
	CONSOLIDATED CONCRETE - C	202101	REC FIELD SIDEWALKS	0	08/25/2021	09/13/2021	5,925.00
							5,925.00
001-130.000-731.250	Fuel & Oil						
	SAPP BROS PETROLEUM INC	IN3581150	DIESEL/GAS	0	08/19/2021	09/13/2021	1,937.00
	SAPP BROS PETROLEUM INC	IN3568540	DIESEL/GAS	0	08/05/2021	09/13/2021	1,440.40
							3,377.40
001-130.000-731.400	Other Supplies						
	MENARDS	20716	WATER/SAFETY GLASSES	0	08/06/2021	09/13/2021	12.74
							12.74
001-130.000-737.100	Landscaping Sup						
	TRADE WELL PALLET, INC.	7689	WOODCHIPS	0	08/04/2021	09/13/2021	500.00
	TRADE WELL PALLET, INC.	7690	WOODCHIPS	0	08/05/2021	09/13/2021	600.00
	US BANK	TARP SUPPLY	ICE RINK TARP	0	08/13/2021	09/13/2021	730.00
							1,830.00
001-130.000-737.200	Building Maintena						
	BIG G ACE	679020/1	RAID/GLOVES	0	07/21/2021	09/13/2021	14.73
	BIG G ACE	680357/1	BROOM/DUSTPAN	0	08/10/2021	09/13/2021	31.56
	BIG G ACE	680931/1	GLUE/CLOTH/GLOVES	0	08/19/2021	09/13/2021	32.34
	BIG G ACE	678184/1	CLEANING SUPPLIES	0	07/08/2021	09/13/2021	26.42
	EGAN SUPPLY COMPANY	341257	DISINFECTANT/SOAP	0	08/24/2021	09/13/2021	706.96
	MALOUF JR AND ASSOCIATES	IN-35341	DEODORIZER/METERED DISP	0	08/03/2021	09/13/2021	105.40
	MENARDS	20549	FRESHENERS	0	08/03/2021	09/13/2021	13.89
	MENARDS	20915	BROOMS	0	08/11/2021	09/13/2021	119.90
	US BANK	AMAZON	CABLE, CONNECTORS & MICROP	0	08/24/2021	09/13/2021	112.54

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							1,163.74
001-130.000-737.205	Electrical Supplie ECHO SYSTEMS	S9097450.001	BREAKER	0	08/10/2021	09/13/2021	40.11
							40.11
Total Dept. Parks:							15,260.80
Dept: 140.000 Water Park							
001-140.000-726.200	Telephone WINDSTREAM	090766033	SERVICE 8/19/21-9/18/21	0	08/23/2021	09/13/2021	61.27
							61.27
001-140.000-727.200	R & M Buildings						
	BEMAN'S APPLIANCE SERVICE,	21-1890	ICE MACHINE REPAIR	0	07/30/2021	09/13/2021	401.93
	PRESTO-X	3274962	PEST CONTROL	0	07/30/2021	09/13/2021	72.00
	SMITTY'S ELECTRIC, INC.	55627	REPLACE PRESSURE SWITCH ON	0	06/02/2021	09/13/2021	136.05
	SMITTY'S ELECTRIC, INC.	55628	INSTALL/REWIRE SLIDE PUMP	0	07/01/2021	09/13/2021	357.40
	SMITTY'S ELECTRIC, INC.	55629	FINISH WIRING SLIDE PUMP	0	07/02/2021	09/13/2021	141.74
	SMITTY'S ELECTRIC, INC.	55630	REPLACE CONTACT FOR LAZY	0	07/09/2021	09/13/2021	883.37
							1,992.49
001-140.000-727.700	R & M Tools & M WAL-MART COMMUNITY	07122	WHISTLES/LIFEGUARDS	0	08/11/2021	09/13/2021	14.88
							14.88
001-140.000-731.150	Chemicals AQUA-CHEM INC	00197541	POOL CHEMICALS	0	08/13/2021	09/13/2021	188.40
							188.40
001-140.000-731.205	Concessions for						
	ALLEN'S OF HASTINGS, INC.	ALLENS	CONCESSIONS/PWDR SUGAR	0	08/09/2021	09/13/2021	3.98
	ALLEN'S OF HASTINGS, INC.	ALLENS	CONCESSIONS	0	08/12/2021	09/13/2021	4.80
	CASH-WA DISTRIBUTING	13020145	CONCESSION/RESALE	0	08/03/2021	09/13/2021	1,373.69
	CASH-WA DISTRIBUTING	C13026251	CONCESSION/RESALE	0	08/06/2021	09/13/2021	110.75
	RUSS'S MARKET	RUSS'S	CONCESSIONS/PAPER PLATES	0	08/10/2021	09/13/2021	9.87
	RUSS'S MARKET	RUSS'S	CONCESSIONS/BUNS	0	08/10/2021	09/13/2021	10.00
	RUSS'S MARKET	RUSS'S	CONCESSIONS/BUNS	0	08/14/2021	09/13/2021	8.33
							1,521.42
001-140.000-737.200	Building Mainteni:						
	BIG G ACE	680106/1	BLEACH	0	08/06/2021	09/13/2021	9.46
	BIG G ACE	680014/1	CLEANING SUPPLIES	0	08/05/2021	09/13/2021	54.97
	JACKSON SERVICES INC.	4606286	MOPS & LINEN BAG RACK	0	08/05/2021	09/13/2021	57.43
							121.86
001-140.000-737.212	Event Expenses						
	INKCREDIBLE INC	16787	WET N WILD CAMP TSHIRTS	0	08/09/2021	09/13/2021	504.00
							504.00
Total Dept. Water Park:							4,404.32
Dept: 145.000 Recreation programming							
001-145.000-720.331	Adult Act. Contra						
	COLWELL/QUENTIN//	REC19-24	UMPIRE 6 GAMES @ \$25/GAME	0	08/28/2021	09/13/2021	150.00
							150.00
001-145.000-726.200	Telephone						
	CHARTER COMMUNICATIONS	0263913082021	SERVICE 8/20/21-9/19/21	0	08/20/2021	09/13/2021	110.09
							110.09
001-145.000-727.200	R & M Buildings						
	HOWARD'S GLASS	2718	REPAIR PUSH BAR ON FRONT DC	0	07/06/2021	09/13/2021	128.50
							128.50

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001-145.000-731.401	Adult Rec Suppli						
	INKCREDIBLE INC	16786	ALL-STAR GAME TSHIRTS	0	08/09/2021	09/13/2021	324.00
							324.00
001-145.000-731.402	Youth Rec Suppl						
	HASTINGS ELKS GOLF COURSE	3201	2021 GOLF COURSE USE/JR GOLF	0	08/23/2021	09/13/2021	150.00
							150.00
001-145.000-737.200	Building Maintena						
	MALOUF JR AND ASSOCIATES	IN-35350	RESTROOM SUPPLIES	0	08/10/2021	09/13/2021	119.60
							119.60
Total Dept. Recreation programming:							982.19
Dept: 150.000 Library							
001-150.000-720.310	Library Software						
	OCLC INC	1000156173	CATALOGGING & METADATA	0	08/12/2021	09/13/2021	2,803.22
							2,803.22
001-150.000-720.350	Training & Confe						
	US BANK	ALA	TRAINING - HAFER	0	08/10/2021	09/13/2021	69.00
	US BANK	PAYPAL	ABOS VIRTUAL CONFERENCE	0	08/09/2021	09/13/2021	168.00
							237.00
001-150.000-723.050	Advertising						
	HASTINGS TRIBUNE	300115914	COLORING BOOK	0	07/02/2021	09/13/2021	225.00
	HASTINGS TRIBUNE	300116080	24/7 LINEUP	0	07/10/2021	09/13/2021	63.75
	HASTINGS TRIBUNE	300116393	HASTINGS GUIDE 2021	0	07/23/2021	09/13/2021	58.00
	HASTINGS TRIBUNE	300116478	24/7 LINEUP	0	07/24/2021	09/13/2021	63.75
							410.50
001-150.000-727.200	R & M Buildings						
	BIG G ACE	681264/1	REPAIR SUPPLIES	0	08/25/2021	09/13/2021	25.21
	BIG G ACE	K81324/1	TOILET REPAIR SUPPLIES	0	08/26/2021	09/13/2021	10.25
	BIG G ACE	680283/1	MENDER HOSE	0	08/09/2021	09/13/2021	13.77
	BIG G ACE	680471/1	BUILDING REPAIR SUPPLIES	0	08/12/2021	09/13/2021	135.76
	BIG G ACE	681227/1	SHELVING FOR STORAGE ROOM	0	08/24/2021	09/13/2021	85.79
	CULLIGAN OF HASTINGS	1039932	SALT FOR WATER SOFTNER	0	07/31/2021	09/13/2021	19.55
	EAKES OFFICE SOLUTIONS	8309276-0	SANITIZER DISPENSERS, SANITIZ	0	08/11/2021	09/13/2021	636.98
	EAKES OFFICE SOLUTIONS	8309276-1	SNAITIZER REFILLS	0	08/12/2021	09/13/2021	19.48
	ELECTRONIC SYSTEMS, INC.	32400	MONITORING MODULE FOR AHU	0	08/13/2021	09/13/2021	617.50
	MENARDS	21603	BUILDING REPAIR SUPPLIES	0	08/26/2021	09/13/2021	23.97
	PRESTO-X	3326688	PEST CONTROL	0	08/10/2021	09/13/2021	56.00
	WAL-MART COMMUNITY	03489	REPLACE TUBS FOR CRAFT STO	0	08/24/2021	09/13/2021	24.90
							1,669.16
001-150.000-729.050	Dues & Subscrip						
	US BANK	PAYPAL	ABOS MEMBERSHIP - JENSEN	0	08/09/2021	09/13/2021	49.00
							49.00
001-150.000-729.149	Processing Fees						
	BAKER & TAYLOR, INC.	2036078888	BOOKS, PROCESSING	0	07/28/2021	09/13/2021	95.90
	BAKER & TAYLOR, INC.	2036062652	BOOKS, PROCESSING	0	08/05/2021	09/13/2021	41.95
	BAKER & TAYLOR, INC.	2036105107	BOOKS	0	08/16/2021	09/13/2021	134.40
	MIDWEST TAPE	500498981	AUDIOBOOKS, PROCESSING	0	05/26/2021	09/13/2021	2.25
	MIDWEST TAPE	500652616	MARC PROCESSING	0	06/30/2021	09/13/2021	46.80
	MIDWEST TAPE	500832725	AUDIOBOOKS, PROCESSING	0	08/10/2021	09/13/2021	2.25
	MIDWEST TAPE	500832724	DVDS, PROCESSING	0	08/10/2021	09/13/2021	36.80
	MIDWEST TAPE	500867799	DVDS, PROCESSING	0	08/18/2021	09/13/2021	18.80
	MIDWEST TAPE	500904268	DVDS, PROCESSING	0	08/26/2021	09/13/2021	28.20
	MIDWEST TAPE	500904266	AUDIOBOOKS, PROCESSING	0	08/26/2021	09/13/2021	4.50
							411.85
001-150.000-730.050	Office Supplies						

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	BUSINESS WORLD PRODUCTS	022963	COPY PAPER	0	08/27/2021	09/13/2021	45.99
	DEMCO, INC.	6991471	BOOKMARKS	0	08/17/2021	09/13/2021	28.93
	EAKES OFFICE SOLUTIONS	8311072-1	SURFACE DISINFECTANT	0	08/23/2021	09/13/2021	29.52
	EAKES OFFICE SOLUTIONS	8318866-0	VINYL GLOVES, GLASS CLEANER	0	08/26/2021	09/13/2021	162.76
	EAKES OFFICE SOLUTIONS	8320946-0	CLEANING SUPPLIES	0	08/27/2021	09/13/2021	67.19
	EAKES OFFICE SOLUTIONS	8311072-0	WIPES, DISINFECTANT	0	08/13/2021	09/13/2021	139.84
	US BANK	AMAZON	POSTER FRAMES	0	08/18/2021	09/13/2021	54.12
							528.35
001-150.000-730.056	Library Maker Sp						
	LOFFLER	3797270	GLOSSY PHOTOGRAPHIC PAPER	0	08/13/2021	09/13/2021	109.00
	US BANK	PAYPAL	SUBLIMATION MESH HATS	0	08/23/2021	09/13/2021	66.13
	US BANK	AMAZON	MS FILAMENT/LAMINATE	0	08/21/2021	09/13/2021	98.40
	US BANK	AMAZON	MS SUPPLIES	0	08/20/2021	09/13/2021	121.75
	US BANK	AMAZON	MS SUPPLIES	0	08/20/2021	09/13/2021	98.43
	US BANK	GEO KNIGHT	DIGITAL COMBO CAP ATTACH	0	08/09/2021	09/13/2021	315.75
							809.46
001-150.000-730.115	Library Collectior						
	BAKER & TAYLOR, INC.	2036078888	BOOKS, PROCESSING	0	07/28/2021	09/13/2021	373.14
	BAKER & TAYLOR, INC.	2036105124	BOOKS	0	07/28/2021	09/13/2021	105.27
	BAKER & TAYLOR, INC.	2036108605	BOOKS	0	07/28/2021	09/13/2021	301.22
	BAKER & TAYLOR, INC.	2036121559	BOOKS	0	08/03/2021	09/13/2021	482.14
	BAKER & TAYLOR, INC.	5017161406	BOOKS	0	08/06/2021	09/13/2021	27.53
	BAKER & TAYLOR, INC.	2036062652	BOOKS, PROCESSING	0	08/05/2021	09/13/2021	100.75
	BAKER & TAYLOR, INC.	2036131076	BOOKS	0	08/09/2021	09/13/2021	419.35
	BAKER & TAYLOR, INC.	2036138925	BOOKS	0	08/13/2021	09/13/2021	125.06
	BAKER & TAYLOR, INC.	2036105107	BOOKS	0	08/16/2021	09/13/2021	493.16
	BRODART CO	B6246840	BOOKS	0	08/07/2021	09/13/2021	16.39
	BRODART CO	B6258761	BOOKS	0	08/20/2021	09/13/2021	301.60
	GALE-CENGAGE LEARNING	74688705	BOOKS	0	07/13/2021	09/13/2021	38.92
	GALE-CENGAGE LEARNING	74724290	BOOKS	0	07/21/2021	09/13/2021	50.98
	GALE-CENGAGE LEARNING	74725186	BOOKS	0	07/21/2021	09/13/2021	23.24
	GALE-CENGAGE LEARNING	74729286	BOOKS	0	07/22/2021	09/13/2021	68.24
	GALE-CENGAGE LEARNING	74831140	RETURN BOOK CREDIT	0	08/12/2021	09/13/2021	-23.99
	INDEPENDENT PUBLISHERS GF	8205088	BOOKS NEW BOOKCLUB SET	0	08/17/2021	09/13/2021	175.64
	MIDWEST TAPE	500498981	AUDIOBOOKS, PROCESSING	0	05/26/2021	09/13/2021	34.99
	MIDWEST TAPE	500812223	DVDS	0	08/05/2021	09/13/2021	14.99
	MIDWEST TAPE	500832725	AUDIOBOOKS, PROCESSING	0	08/10/2021	09/13/2021	39.99
	MIDWEST TAPE	500832724	DVDS, PROCESSING	0	08/10/2021	09/13/2021	264.61
	MIDWEST TAPE	500842906	DVDS	0	08/12/2021	09/13/2021	14.99
	MIDWEST TAPE	500867799	DVDS, PROCESSING	0	08/18/2021	09/13/2021	80.94
	MIDWEST TAPE	500867800	AUDIOBOOKS	0	08/18/2021	09/13/2021	74.48
	MIDWEST TAPE	500904268	DVDS, PROCESSING	0	08/26/2021	09/13/2021	182.92
	MIDWEST TAPE	500904266	AUDIOBOOKS, PROCESSING	0	08/26/2021	09/13/2021	61.98
	US BANK	AMAZON	BOOKS	0	08/25/2021	09/13/2021	35.46
	US BANK	AMAZON	KINDLE DIGITAL	0	08/25/2021	09/13/2021	11.75
	US BANK	CHICAGO BOOKS	POSTERS	0	08/16/2021	09/13/2021	84.00
	US BANK	KINDLE	EBOOK	0	08/21/2021	09/13/2021	8.54
	US BANK	AMAZON	RETURN BOOK CREDIT	0	08/20/2021	09/13/2021	-15.52
	US BANK	AMAZON	RETURNED BOOK CREDIT	0	08/18/2021	09/13/2021	-57.92
	US BANK	AMAZON	RETURNED BOOK CREDIT	0	08/17/2021	09/13/2021	-21.87
	US BANK	KINDLE	EBOOK	0	08/11/2021	09/13/2021	10.69
	US BANK	AMAZON	BOOKS	0	08/10/2021	09/13/2021	19.18
	US BANK	AMAZON	DVDS	0	08/09/2021	09/13/2021	22.79
	US BANK	AMAZON	DVDS	0	08/09/2021	09/13/2021	17.98
	US BANK	AMAZON	BOOKS	0	08/09/2021	09/13/2021	21.88
	US BANK	AMAZON	BOOKS	0	08/09/2021	09/13/2021	46.89
	US BANK	AMAZON	BOOKS	0	08/05/2021	09/13/2021	17.98
	US BANK	AMAZON	RETURN BOOK CREDIT	0	08/05/2021	09/13/2021	-16.99
							4,033.37

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Total Dept. Library:							10,951.91
Dept: 220.000 911 center							
001-220.000-720.350	Training & Confe						
	US BANK	DOLAN CONSULTING	4 COMMON IA PITFALLS - DOREM	0	08/16/2021	09/13/2021	195.00
	US BANK	DOLAN CONSULTING	PEER SUPPORT & MENTORING IN	0	08/16/2021	09/13/2021	390.00
							585.00
001-220.000-726.200	Telephone						
	STATE OF NE - DAS STATE	1282494	STATE TELECOM - JULY 2021	0	08/23/2021	09/13/2021	1,109.06
							1,109.06
001-220.000-730.050	Office Supplies						
	US BANK	AMAZON	12 PKG BINDER RINGS	0	08/12/2021	09/13/2021	11.35
							11.35
Total Dept. 911 center:							1,705.41
Dept: 230.000 Hastings Fire & Rescue							
001-230.000-720.350	Training & Confe						
	EUREK/CHANNING//	UBER	FDIC CONFERENCE - TRAVEL	0	08/03/2021	09/13/2021	39.90
	EUREK/CHANNING//	UBER	FDIC CONFERENCE - TRAVEL	0	08/07/2021	09/13/2021	28.14
	GREENING ENTERPRISES INC	7142	Q-1 STOKES BASKET	0	08/16/2021	09/13/2021	1,373.81
	GREENING ENTERPRISES INC	7142-1	BAL DUE SHIPPING CHRGR BASKE	0	08/16/2021	09/13/2021	15.60
	STATE FIRE MARSHAL TRAININ	2765	FF II CERTIFICATION - J YOUNG	0	08/12/2021	09/13/2021	50.00
	WITMER PUBLIC SAFETY GROL	E2098551.001	RITALUMINUM KEY-LOCK CARABI	0	08/19/2021	09/13/2021	500.00
	WITMER PUBLIC SAFETY GROL	E2098551.002	RIT BAGS - 17 OF 30 ORDERED	0	08/24/2021	09/13/2021	696.83
	WITMER PUBLIC SAFETY GROL	E2101055	RIT 30 CARABINERS	0	08/12/2021	09/13/2021	502.49
							3,206.77
001-230.000-721.050	Postage						
	FEDERAL EXPRESS CORPORA	7-473-31024	SHIPPING	0	08/19/2021	09/13/2021	16.98
							16.98
001-230.000-726.200	Telephone						
	AT&T MOBILITY	287306347287	CELL SERVICE 6/25-7/24	0	07/24/2021	09/13/2021	52.26
							52.26
001-230.000-726.220	Pest Control						
	PRESTO-X	3326694	STA 1 PEST CONTROL	0	08/10/2021	09/13/2021	53.00
	PRESTO-X	3326693	STA 2 PEST CONTROL	0	08/10/2021	09/13/2021	54.00
							107.00
001-230.000-727.200	R & M Buildings						
	COMMUNICATIONS ENGINEERI	2021441	STA 1 SECURITY SYSTEM	0	08/24/2021	09/13/2021	5,785.00
	DUTTON-LAINSON CO.	845691-1	ICE MACHINE PLUMBING PARTS	0	08/24/2021	09/13/2021	25.16
	ROGERS, INC.	83102	STA 1 - REFIRGERATOR	0	07/28/2021	09/13/2021	2,450.00
							8,260.16
001-230.000-727.700	R & M Tools & M						
	FYR-TEK	16244-RMA-9	RAM REPAIR	0	08/10/2021	09/13/2021	762.17
	FYR-TEK	16997-9	AIR TEST ANALYSIS	0	08/12/2021	09/13/2021	98.50
	MENARDS	20711	Q-1 MISC TOOLS	0	08/06/2021	09/13/2021	232.64
	WITMER PUBLIC SAFETY GROL	E2096009.001	Q-1 NOZZLE TIPS	0	08/14/2021	09/13/2021	566.84
							1,660.15
001-230.000-727.800	R & M Vehicles						
	DINSDALE CHRYSLER-DODGE-	07119	#152 - SERVICE, ROTATE TIRES	0	08/05/2021	09/13/2021	155.80
	DINSDALE CHRYSLER-DODGE-	07218	#58 - SERVICE	0	08/11/2021	09/13/2021	47.00
	DINSDALE CHRYSLER-DODGE-	07326	B-1 SERVICE	0	08/19/2021	09/13/2021	131.55
	ELDON'S AUTOMOTIVE REPAIR	21585	#57 - AC CONDENSER REPLACE	0	08/11/2021	09/13/2021	1,094.23
	ELDON'S AUTOMOTIVE REPAIR	21596	#54 - AC REPAIR	0	08/11/2021	09/13/2021	218.49
	ELDON'S AUTOMOTIVE REPAIR	21598	#56 - SERVICE	0	08/11/2021	09/13/2021	100.65

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	FLEET PRIDE, INC.	HAS013084	#801 - SERVICE, DOT INSPECTION	0	08/11/2021	09/13/2021	1,954.05
	FLEET PRIDE, INC.	HAS013151	#103 - SERVICE, DOT INSPCT,	0	08/20/2021	09/13/2021	1,280.10
	FYR-TEK	S16060-9	#103 PUMP REPAIR	0	08/16/2021	09/13/2021	2,354.94
							7,336.81
001-230.000-730.050	Office Supplies						
	BUSINESS WORLD PRODUCTS	658119	1 EXTERNAL FLASH DRIVE	0	08/26/2021	09/13/2021	8.79
	US BANK	DESIGNERY	CALENDAR STRIPS	0	08/17/2021	09/13/2021	9.00
							17.79
001-230.000-731.650	Uniform Allowanc						
	GALL'S, LLC	018994476	1 PR EMS PANTS	0	08/05/2021	09/13/2021	52.99
	GALL'S, LLC	019004695	1 S/S POLO	0	08/06/2021	09/13/2021	52.99
	GALL'S, LLC	019013185	3 PR PANTS, 2 PR EMS PANTS,	0	08/09/2021	09/13/2021	548.90
	GREENING ENTERPRISES INC	6833	3 SETS BUNKER GEAR	0	08/16/2021	09/13/2021	7,758.75
	GREENING ENTERPRISES INC	6978	2 PR BUNKER BOOTS	0	08/16/2021	09/13/2021	580.00
	GREENING ENTERPRISES INC	7163	8 PR BOOTS	0	08/09/2021	09/13/2021	2,320.00
	GREENING ENTERPRISES INC	7143	10 NOMEX HOODS	0	08/25/2021	09/13/2021	982.46
	GREENING ENTERPRISES INC	7173	5 SETS WILDLAND GEAR	0	08/25/2021	09/13/2021	3,529.40
							15,825.49
001-230.000-737.200	Building Maintena						
	K-T HEATING & AIR CONDITION	2140-59079	FILTER	0	08/06/2021	09/13/2021	20.43
	MALOUF JR AND ASSOCIATES	IN-35351	STA 1 SUPPLIES	0	08/16/2021	09/13/2021	912.30
	MALOUF JR AND ASSOCIATES	IN-35352	STA 2 SUPPLIES	0	08/16/2021	09/13/2021	912.30
	MENARDS	20814	STATION SUPPLIES	0	08/09/2021	09/13/2021	435.13
	WAL-MART COMMUNITY	3126	STATION COOKWARE	0	08/17/2021	09/13/2021	310.20
							2,590.36
001-230.000-737.705	Shop Supplies						
	MENARDS	21498	STA 2 SHELVING	0	08/24/2021	09/13/2021	1,606.91
	MENARDS	21038	SHOP SUPPLIES	0	08/13/2021	09/13/2021	34.46
							1,641.37
001-230.000-743.700	Tools & Miscellar						
	GREENING ENTERPRISES INC	6892	Q-1 VENT FAN	0	08/16/2021	09/13/2021	3,691.50
							3,691.50
							44,406.64
Total Dept. Hastings Fire & Rescue:							
							44,406.64
Dept: 230.300 Ambulance Service							
001-230.300-720.304	Billing/collection :						
	QUICK MED CLAIMS LLC	INV14766	EMS BILLING - JULY 2021	0	07/31/2021	09/13/2021	7,175.79
							7,175.79
001-230.300-727.400	R & M Communic						
	MOTOROLA SOLUTIONS, INC	8281225516	#55 - RADIO BATTERIES	0	08/11/2021	09/13/2021	724.00
	MOTOROLA SOLUTIONS, INC	8281225547	#55 - RADIO CHARGER, REMOTE	0	08/12/2021	09/13/2021	1,010.00
							1,734.00
001-230.300-727.800	R & M Vehicles						
	AUTO VALUE-HASTINGS	70NV063044	#704 WIPER FLUID HOSE REPAIR	0	08/16/2021	09/13/2021	3.65
	HASTINGS FORD LINCOLN	24734	#704 AC REPAIR	0	08/25/2021	09/13/2021	157.45
							161.10
001-230.300-731.350	Medical Supplies						

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	BOUND TREE MEDICAL LLC	84167681	GLOVES	0	08/13/2021	09/13/2021	319.80
	BOUND TREE MEDICAL LLC	84167682	GLOVES	0	08/13/2021	09/13/2021	564.00
	BOUND TREE MEDICAL LLC	84173830	MEDICAL SUPPLIES	0	08/18/2021	09/13/2021	249.25
	BOUND TREE MEDICAL LLC	84156905	MEDICAL SUPPLIES	0	08/05/2021	09/13/2021	105.06
	BOUND TREE MEDICAL LLC	84158435	MEDICAL SUPPLIES	0	08/06/2021	09/13/2021	27.30
	BOUND TREE MEDICAL LLC	84164058	MEDICAL SUPPLIES	0	08/11/2021	09/13/2021	154.80
	BOUND TREE MEDICAL LLC	84164059	MEDICAL SUPPLIES	0	08/11/2021	09/13/2021	471.00
	BOUND TREE MEDICAL LLC	84165920	MEDICAL SUPPLIES	0	08/12/2021	09/13/2021	476.00
	BOUND TREE MEDICAL LLC	84177459	MEDICAL SUPPLIES	0	08/20/2021	09/13/2021	68.90
	BOUND TREE MEDICAL LLC	84181609	MEDICAL SUPPLIES	0	08/24/2021	09/13/2021	132.56
	BOUND TREE MEDICAL LLC	84185296	MEDICAL SUPPLIES	0	08/26/2021	09/13/2021	74.80
	BOUND TREE MEDICAL LLC	84187119	MEDICAL SUPPLIES	0	08/27/2021	09/13/2021	1,291.58
	BOUND TREE MEDICAL LLC	84187120	MEDICAL SUPPLIES	0	08/27/2021	09/13/2021	125.38
	CROSIER PARK PHARMACY	49087	NITROGLYCERIN	0	07/07/2021	09/13/2021	56.68
	CROSIER PARK PHARMACY	49346	EPHINEPHRINE	0	07/29/2021	09/13/2021	251.48
	CROSIER PARK PHARMACY	49440	GLUCAGON, GLUTOSE, ALBUTER	0	08/06/2021	09/13/2021	614.18
	CROSIER PARK PHARMACY	49489	DEXTROSE	0	08/10/2021	09/13/2021	108.55
	MATHESON TRIGAS-LINWELD	0024021285	OXYGEN	0	08/11/2021	09/13/2021	94.05
	MATHESON TRIGAS-LINWELD	0024073735	OXYGEN	0	08/24/2021	09/13/2021	94.05
	TELEFLEX LLC	9504350440	EZ STABILIZERS	0	08/19/2021	09/13/2021	109.50

5,388.92**Total Dept. Ambulance Service: 14,459.81****Dept: 240.000 Police****001-240.000-720.300 Professional Ser**

CBS - REPORTING SERVICES	427870	MONTHLY MEMBERSHIPS	0	07/31/2021	09/13/2021	10.00
FRANKEN/MATTHEW//	081521	POLYGRAPH - K PALMER	0	08/15/2021	09/13/2021	450.00
NE PUBLIC HEALTH ENVIRONM	542195	10 BAC TESTS	0	08/17/2021	09/13/2021	1,050.00
S.O.S. PORTABLE TOILET INC.	46128	PORTABLE TOILET RENTAL JULY	0	08/13/2021	09/13/2021	50.00
TRANSUNION RISK & ALTERNA	569373-2021-07-1	CURRENT CHARGES	0	08/01/2021	09/13/2021	200.00
TRANSUNION RISK & ALTERNA	569373-2021-07-1	CURRENT CHARGES	0	08/01/2021	09/13/2021	348.50

2,108.50**001-240.000-720.350 Training & Confe**

CENTRAL COMMUNITY COLLEC	001829226	CPR CERTIFICATION	0	08/12/2021	09/13/2021	65.00
NE LAW ENFORCEMENT TRAIN	10140	MATERIALS FEE - BASIC TRAININ	157459	08/13/2021	09/13/2021	135.00
NE LAW ENFORCEMENT TRAIN	10170	SUPERVISION TRAINING - SYDOV	0	08/23/2021	09/13/2021	216.00
NE LAW ENFORCEMENT TRAIN	10095	FIREARMS INSTRUCTOR RECERT	0	08/09/2021	09/13/2021	72.00
NE LAW ENFORCEMENT TRAIN	10103	RIFLE INSTRUCTOR RECERT	0	08/09/2021	09/13/2021	72.00
TARGETS ONLINE	109471	TARGETS	0	08/10/2021	09/13/2021	52.96

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	US BANK	LLRMI	LE RISK MANAGEMENT GROUP	0	08/16/2021	09/13/2021	150.00
	US BANK	HAMPTON	LODGING - NEELLY - MCKIMMEY	0	08/13/2021	09/13/2021	796.65
	US BANK	HAMPTON	LODGING - BARRON - MCKIMMEY	0	08/13/2021	09/13/2021	796.65
	US BANK	KTA	KANSAS TURNPIKE TOLL	0	08/13/2021	09/13/2021	2.75
	US BANK	CHIC-FIL-A	2 MEALS	0	08/13/2021	09/13/2021	16.75
	US BANK	CHIC-FIL-A	2 MEALS	0	08/13/2021	09/13/2021	21.60
	US BANK	CHIC-FIL-A	2 MEALS	0	08/12/2021	09/13/2021	14.48
	US BANK	TACO BELL	2 MEALS	0	08/12/2021	09/13/2021	18.87
	US BANK	OLIVE GARDEN	2 MEALS	0	08/13/2021	09/13/2021	40.13
	US BANK	STARBUCKS	2 MEALS	0	08/11/2021	09/13/2021	19.27
	US BANK	ONE & ONLY BURG	2 MEALS	0	08/12/2021	09/13/2021	21.42
	US BANK	PANDA EXPRESS	2 MEALS	0	08/12/2021	09/13/2021	17.76
	US BANK	SCHLOTZSKY'S	2 MEALS	0	08/11/2021	09/13/2021	24.64
	US BANK	THE CELTIC IRISH	2 MEALS	0	08/11/2021	09/13/2021	42.86
	US BANK	COWBOY'S BAR	2 MEALS	0	08/10/2021	09/13/2021	56.60
	US BANK	CHIC-FIL-A	2 MEALS	0	08/10/2021	09/13/2021	14.87
	US BANK	STREETCOP	DECEPTIVE BEHAVIORS-BARRON	0	08/10/2021	09/13/2021	398.00
	US BANK	STREETCOP	INTERDICTION MASTERMIND -	0	08/10/2021	09/13/2021	249.00
	US BANK	PROACTIVE TRAIN	PROACTIVE TRAINING - SHARMAI	0	08/10/2021	09/13/2021	149.00
	US BANK	PROACTIVE TRAIN	PROACTIVE TRAINING - MCCLAR	0	08/10/2021	09/13/2021	149.00
	US BANK	PROACTIVE TRAIN	PROACTIVE TRAINING 2 - SHARM	0	08/10/2021	09/13/2021	149.00
	US BANK	PROACTIVE TRAIN	PROACTIVE TRAINING 2 - MCCLAI	0	08/10/2021	09/13/2021	149.00
	US BANK	MANDARIN NOODLE	2 MEALS - BROOKS, BARTELS	0	08/17/2021	09/13/2021	50.42
	US BANK	HYVEE	2 COFFEES - BROOKS, BARTELS	0	08/17/2021	09/13/2021	10.17
	US BANK	SUBWAY	2 MEALS - BROOKS, BARTELS	0	08/18/2021	09/13/2021	22.01
	US BANK	MCDONALDS	2 MEALS - BROOKS, BARTELS	0	08/17/2021	09/13/2021	16.03
	US BANK	TEXAS ROADHOUSE	2 MEALS - BROOKS, BARTELS	0	08/18/2021	09/13/2021	54.70
	US BANK	MCDONALDS	2 MEALS - BROOKS, BARTELS	0	08/19/2021	09/13/2021	13.88
	US BANK	JETHROS BBQ	2 MEALS - BROOKS, BARTELS	0	08/19/2021	09/13/2021	30.70
	US BANK	AM HEALTH ACAD	CPR - NO INVOICE	0	08/19/2021	09/13/2021	41.85
	US BANK	CHILIS	2 MEALS - BROOKS, BARTELS	0	08/15/2021	09/13/2021	41.67
	US BANK	CACTUS BOBS	2 MEALS - BROOKS, BARTELS	0	08/16/2021	09/13/2021	24.29
	US BANK	TACO JOHNS	2 MEALS - BROOKS, BARTELS	0	08/16/2021	09/13/2021	12.06
	US BANK	TST HEALTH HOUSE	2 MEALS - BROOKS, BARTELS	0	08/16/2021	09/13/2021	63.12
	US BANK	SUBWAY	2 MEALS - BROOKS, BARTELS	0	08/17/2021	09/13/2021	22.68
							4,314.84
001-240.000-721.050	Postage						
	US BANK	USPS	POSTAGE	0	08/23/2021	09/13/2021	33.95
	US BANK	USPS	POSTAGE	0	08/19/2021	09/13/2021	10.46
	US BANK	USPS	POSTAGE	0	08/17/2021	09/13/2021	11.53
	US BANK	STAMPS & MORE	POSTAGE	0	08/14/2021	09/13/2021	17.86
	US BANK	USPS	POSTAGE	0	08/13/2021	09/13/2021	31.35
	US BANK	USPS	POSTAGE	0	08/11/2021	09/13/2021	33.12
	US BANK	USPS	POSTAGE	0	08/09/2021	09/13/2021	11.80
	US BANK	USPS	POSTAGE	0	08/04/2021	09/13/2021	32.17
	US BANK	USPS	POSTAGE	0	08/24/2021	09/13/2021	10.45
							192.69
001-240.000-726.200	Telephone						
	VERIZON WIRELESS	9886077308	MONTHLY CHARGES MIFI HOTSP	0	08/10/2021	09/13/2021	964.07
							964.07
001-240.000-727.200	R & M Buildings						
	BIG G ACE	680076/1	TRIPOD SPRINKLER, NOZZLE GUI	0	08/05/2021	09/13/2021	35.53
	DUTTON-LAINSON CO.	H119358	COUNTER TOP	0	08/16/2021	09/13/2021	1,062.00
	US BANK	GALLOW	WEAPONS CABINET	0	07/26/2021	09/13/2021	1,022.68
							2,120.21
001-240.000-727.400	R & M Communic						
	US BANK	AMAZON	GIFT CARD	0	08/05/2021	09/13/2021	25.00
	US BANK	AMAZON	IPAD CASE	0	08/03/2021	09/13/2021	29.99
	VERIZON WIRELESS	9886077308	MONTHLY CHARGES MIFI HOTSP	0	08/10/2021	09/13/2021	720.72

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							775.71
001-240.000-727.600	R & M Office Equ						
	US BANK	ARROWHEAD FORENSICS	PORTABLE FINGERPRINT STATIO	0	08/23/2021	09/13/2021	272.77
							272.77
001-240.000-727.700	R & M Tools & M						
	PLATTE VALLEY COMMUNICATI	34736	IMPRESS XPR7500 MIC	0	07/06/2021	09/13/2021	191.58
	PLATTE VALLEY COMMUNICATI	34783	STUBBY ANTENNAE UHF	0	07/20/2021	09/13/2021	70.25
	PLATTE VALLEY COMMUNICATI	34781	2 ADAPTERS	0	07/20/2021	09/13/2021	15.00
							276.83
001-240.000-727.800	R & M Vehicles						
	ACE AUTOMOTIVE, INC.	46841	OIL CHANGE #84	0	08/10/2021	09/13/2021	49.98
	ACE AUTOMOTIVE, INC.	46842	OIL CHANGE #85	0	08/10/2021	09/13/2021	49.98
	ACE AUTOMOTIVE, INC.	46850	THROTTLE BODY #83	0	08/10/2021	09/13/2021	205.63
	ACE AUTOMOTIVE, INC.	46942	OIL CHANGE, TRANSMISSION FLL	0	08/24/2021	09/13/2021	74.52
	FILL-N-CHILL	31104	JULY CARWASHES 6 STORE 2	0	08/06/2021	09/13/2021	36.00
	FILL-N-CHILL	31103	JULY CARWASHES 17 STORE 5	0	08/06/2021	09/13/2021	102.00
	FILL-N-CHILL	31102	JULY CARWASHES 7 STORE 6	0	08/06/2021	09/13/2021	42.00
	GRACE'S LOCKSMITH SERVICE	64487	PADLOCK	0	08/19/2021	09/13/2021	22.50
	HESS AUTO BODY	141020	REAR COVER, PAINT	0	08/20/2021	09/13/2021	565.67
	QUICK LANE TIRE & AUTO CEN'	24635	FLAT REPAIR	0	08/23/2021	09/13/2021	18.38
							1,166.66
001-240.000-729.204	Heartland Pet Cc						
	HEARTLAND PET CONNECTION	SEPT 2021	SEPT PET CARE	0	09/01/2021	09/13/2021	4,333.33
							4,333.33
001-240.000-730.050	Office Supplies						
	QUILL CORPORATION	18331868	CARD STOCK, RULED PADS, TAPI	0	07/27/2021	09/13/2021	228.29
	QUILL CORPORATION	18428019	LABEL TAPE, STICKY NOTES, TAF	0	07/30/2021	09/13/2021	112.33
	US BANK	ASSOCIATED BAG	PAPER BAGS FOR EVIDENCE	0	08/23/2021	09/13/2021	67.24
	US BANK	AMAZON	4 PKG BLANK INDEX CARDS	0	08/09/2021	09/13/2021	59.48
							467.34
001-240.000-731.200	Food Supplies						
	POLICE DEPT. - PETTY CASH	CASEYS	SNACKS & DRINKS FOR CRIME	0	08/11/2021	09/13/2021	13.47
	US BANK	RUSS'S	MEALS FOR TRAINING	0	08/09/2021	09/13/2021	52.43
	US BANK	RUSS'S MARKET	DONUTS - TRAINING	0	08/10/2021	09/13/2021	21.98
	WAL-MART COMMUNITY	2001	BATTERIES, FOAM CUPS, CABLE	0	08/19/2021	09/13/2021	12.47
							100.35
001-240.000-731.250	Fuel & Oil						
	US BANK	CASEY'S	FUEL #80 - BROOKS, BARTELS	0	08/18/2021	09/13/2021	45.54
	US BANK	CPI	FUEL FOR SWAT TRUCK	0	08/10/2021	09/13/2021	113.43
							158.97
001-240.000-731.360	K-9 Unit						
	ANIMAL CLINIC	765671	BOARDING FOR K-9	0	07/31/2021	09/13/2021	69.60
	US BANK	AMAZON	GARMIN SOLAR TACTICAL SWATC	0	08/17/2021	09/13/2021	449.99
	US BANK	AMAZON	1 GARMIN ASTRO DOG TRACKING	0	08/17/2021	09/13/2021	649.99
							1,169.58
001-240.000-731.650	Uniform Allowanc						
	JACK'S UNIFORMS & EQUIPMEI	96571A	NAME TAPE W/VELCRO	0	08/13/2021	09/13/2021	271.89
							271.89
001-240.000-731.700	Wearing Apparel						
	PROFORMA	BG16003034A	10 TWILL CAPS	0	08/18/2021	09/13/2021	105.00

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	US BANK	RAY ALLEN	12 LIGHT MOLLE CLIPS, 12	0	08/16/2021	09/13/2021	621.39
	US BANK	NIGHTPROVISION	46 RECHARGEABLE BATTERIES	0	08/16/2021	09/13/2021	2,973.90
	US BANK	UA.COM	3 FLEECE HOODIES	0	08/18/2021	09/13/2021	144.45
	US BANK	AMAZON	2 PKG CLUTCH PIN BACKS	0	08/17/2021	09/13/2021	22.77
	US BANK	HIGH SPEED GEAR	42 TACO U MOUNTS, 42 DROP	0	08/24/2021	09/13/2021	4,605.35
	US BANK	AMAZON	2 PR TACTICAL PANTS	0	08/19/2021	09/13/2021	108.00
	US BANK	GUARDIAN ANGEL	14 INFRARED HYBRID RED/BLUE	0	08/17/2021	09/13/2021	1,758.85
							10,339.71
001-240.000-737.200	Building Maintena						
	ARAMARK UNIFORM SERVICES	1902133301	TOWELS, MATS, DUST MOPS	0	08/18/2021	09/13/2021	159.59
	BIG G ACE	680196/1	4 SHOP TOWELS, CLOROX, MOPH	0	08/07/2021	09/13/2021	85.28
	MALOUF JR AND ASSOCIATES	IN-35362	CLEANING SUPPLIES, PAPER	0	08/19/2021	09/13/2021	291.50
							536.37
001-240.000-738.055	Field Equipment						
	GALLOW TECHNOLOGIES	18532	WEAPON CABINET	0	07/26/2021	09/13/2021	1,022.68
	US BANK	AXON	2 TAZORS, 6 BATTERY PACKS	0	08/17/2021	09/13/2021	2,752.54
	US BANK	MECHANIX WEAR	9 PR GLOVES, 1 GLOVE CLIP	0	08/16/2021	09/13/2021	152.91
	US BANK	MAXPEDITION.COM	B1G1 - 6 ROLLYPOLY DUMP	0	08/16/2021	09/13/2021	211.92
	US BANK	HEXARMOR	16 PR SAFETY GLASSES	0	08/16/2021	09/13/2021	247.84
	US BANK	GSM LLC	6 FIBER OPTIC SIGHTS FOR	0	08/16/2021	09/13/2021	212.23
	US BANK	FIREPENNY	PARATECH LIGHTWEIGHT ALUM	0	08/16/2021	09/13/2021	270.00
	US BANK	BLUE FORCE GEAR	20 TOURNIQUETS	0	08/16/2021	09/13/2021	215.66
	US BANK	ADAPTIVE TECHNICAL	1 OLL FOREND & ADJUSTABLE	0	08/16/2021	09/13/2021	129.99
	US BANK	FIRST LITE	12 WIND RIVER BALACLAVA	0	08/16/2021	09/13/2021	449.40
	US BANK	AMAZON	ALCOHOL FREE TOWELETES	0	08/12/2021	09/13/2021	16.37
	US BANK	AMAZON	CREDIT MEMO REFUND	0	08/18/2021	09/13/2021	-13.50
	US BANK	AXON	6 PPM STANDARD BATTERY PACI	0	08/10/2021	09/13/2021	426.36
	US BANK	LA POLICE GEAR	6 OC SPRAY	0	08/11/2021	09/13/2021	121.89
	US BANK	AMAZON	22 PHILLIPS CROSS HEAD SCREV	0	08/10/2021	09/13/2021	93.72
	US BANK	LA POLICE GEAR	CREDIT MEMO SALES TAX REFUN	0	08/17/2021	09/13/2021	-7.96
	US BANK	AMAZON	12 MOLLE IOK GEN 3 ATTACH SM	0	08/16/2021	09/13/2021	179.88
	WAL-MART COMMUNITY	2001	BATTERIES, FOAM CUPS, CABLE	0	08/19/2021	09/13/2021	25.56
							6,507.49
Total Dept. Police:							36,077.31
Dept: 330.000	EPA mandates						
001-330.000-729.400	EPA Legal Fees						
	SULLIVAN, SHOEMAKER PC, LL	7250.507	LEGAL EXPENSES/EPA	0	08/27/2021	09/13/2021	360.00
	SULLIVAN, SHOEMAKER PC, LL	72050.500	LEGAL EXPENSES/EPA	0	08/27/2021	09/13/2021	441.00
							801.00
Total Dept. EPA mandates:							801.00
Dept: 330.200	Storm Water Manageme						
001-330.200-738.055	Field Equipment						
	ARROW SEED COMPANY, INC.	OP-62465-JW	STORMWATER MGMT CUSTOM M	0	08/11/2021	09/13/2021	139.64
	STOCK SEED FARMS, INC	I-123724	STORMWATER MANAGEMENT	0	08/10/2021	09/13/2021	3,286.65
							3,426.29
Total Dept. Storm Water Management:							3,426.29
Dept: 620.000	Airport						
001-620.000-720.300	Professional Ser						
	KIRKHAM MICHAEL	92864	ENG SERV ESTIMATE #12	0	07/15/2021	09/13/2021	412.36
	KIRKHAM MICHAEL	93068	ENG SERV EST #13	0	08/05/2021	09/13/2021	5,003.73
							5,416.09
001-620.000-721.050	Postage						
	4IMPRINT INC	21591329	PENS, PENCILS W/ AIRPORT LOG	0	08/20/2021	09/13/2021	29.94
	4IMPRINT INC	21623335	LOGO HOODIES	0	08/26/2021	09/13/2021	42.14

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							72.08
001-620.000-723.050	Advertising						
	4IMPRINT INC	21591329	PENS, PENCILS W/ AIRPORT LOG	0	08/20/2021	09/13/2021	491.89
	4IMPRINT INC	21623335	LOGO HOODIES	0	08/26/2021	09/13/2021	1,199.70
	HASTINGS TRIBUNE	300115205	NOTICE OF MEETING	0	07/27/2021	09/13/2021	5.56
							1,697.15
001-620.000-727.200	R & M Buildings						
	K&G PLUMBING AND HEATING,	21-1104	RHEEM 40 G WATER HEATER PAF	0	08/16/2021	09/13/2021	1,195.35
	RAYNOR GARAGE DOORS OF	33082	CABLE, SERVICE CALL, REPLACE	0	08/12/2021	09/13/2021	576.00
	US BANK	BEST BUY	ROOMBA ROBOT VACUUM	0	08/23/2021	09/13/2021	449.99
							2,221.34
001-620.000-727.800	R & M Vehicles						
	GARRETT TIRES AND TREADS	20019001	TIRES, MOUNT, BALANCE	0	08/19/2021	09/13/2021	1,269.90
							1,269.90
001-620.000-737.230	IT Software/Equip						
	US BANK	OFFICE DEPOT	PHILIPS VOICE TRACER MEETING	0	08/19/2021	09/13/2021	219.99
							219.99
001-620.000-741.200	Building Improve						
	INTEGRATED SECURITY SOLUT	20211575	PURPLE K WHEELED FIRE	0	07/23/2021	09/13/2021	2,790.00
							2,790.00
001-620.000-743.500	Heavy Machinery						
	YANT EQUIPMENT CO., INC.	L110292	MOTOR, PUMP, CONNECTORS, L	0	08/20/2021	09/13/2021	3,991.92
							3,991.92
001-620.000-743.700	Tools & Miscellar						
	ARAMARK UNIFORM SERVICES	1902131510	MATS/COVERALLS	0	08/16/2021	09/13/2021	26.01
	EAKES OFFICE SOLUTIONS	8307850-0	POSTIT NOTES, COFFEE, PAPER	0	08/10/2021	09/13/2021	103.07
							129.08
Total Dept. Airport:							17,807.55
Total Fund GENERAL FUND:							187,643.45
Fund: 090 I.T. FUND							
Dept: 000.000							
090-000.000-729.150	Other Operating						
	OMAHA WORLD-HERALD *1	I0000184904	APPLICATION ADMIN AD	0	11/23/2020	09/13/2021	117.36
							117.36
090-000.000-730.050	Office Supplies						
	US BANK	AMAZON	FLOOR MAT FOR IT	0	08/10/2021	09/13/2021	32.25
	US BANK	AMAZON	5 USB ETHERNET ADAPTERS	0	08/17/2021	09/13/2021	83.90
							116.15
090-000.000-737.215	Computer Softwa						
	C D W GOVERNMENT, INC.	J475364	TREND MICRO ANTIVIRUS ANNUA	0	08/18/2021	09/13/2021	2,764.19
	FLATWATER TECHNOLOGIES	5638	WATCHGUARD AUTHGUARD MFP	0	08/17/2021	09/13/2021	1,398.21
	US BANK	MICROSOFT	MICROSOFT EXCHANGE ONLINE	0	08/09/2021	09/13/2021	676.44
	US BANK	AUTHLITE	AUTHLITE MFA FOR PRIVILEGED	0	08/24/2021	09/13/2021	875.00
							5,713.84
090-000.000-737.216	Computer Softwa						
	C D W GOVERNMENT, INC.	J475364	TREND MICRO ANTIVIRUS ANNUA	0	08/18/2021	09/13/2021	3,378.46
	FLATWATER TECHNOLOGIES	5638	WATCHGUARD AUTHGUARD MFP	0	08/17/2021	09/13/2021	1,143.99

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	US BANK	MICROSOFT	GIS MSFT POWER AUTOMATE	0	08/09/2021	09/13/2021	30.00
	US BANK	MICROSOFT	MSFT ONE DRIVE FOR BUSINESS	0	08/09/2021	09/13/2021	10.00
	US BANK	MICROSOFT	MICROSOFT EXCHANGE ONLINE	0	08/09/2021	09/13/2021	826.76
	US BANK	NETWORKSOLUTIONS	DOMAIN RENEWAL	0	08/09/2021	09/13/2021	184.95
	US BANK	AUTHLITE	AUTHLITE MFA FOR PRIVILEGED	0	08/24/2021	09/13/2021	1,069.45
							6,643.61
090-000.000-743.400	Communication E						
	ENVISION IT	33098	DOMAIN CONSOLIDATION/M365	0	08/15/2021	09/13/2021	4,455.00
							4,455.00
090-000.000-743.550	Computer Equipr						
	DELL MARKETING L.P.	10506953727	DELL DOCKING STATION 32 FOR	0	07/28/2021	09/13/2021	4,055.76
	US BANK	AMAZON	SD CARDS FOR MUSEUM	0	08/16/2021	09/13/2021	52.45
	US BANK	AMAZON	5 USB ETHERNET ADAPTERS	0	08/17/2021	09/13/2021	87.71
	US BANK	AMAZON	4 128G FLASH DRIVE FOR MUSEU	0	08/18/2021	09/13/2021	62.40
	US BANK	AMAZON	3 KEYBOARD MOUSE COMBO	0	08/19/2021	09/13/2021	32.98
							4,291.30
090-000.000-743.551	Computer Equipr						
	DELL MARKETING L.P.	10506953727	DELL DOCKING STATION 32 FOR	0	07/28/2021	09/13/2021	7,210.24
	US BANK	AMAZON	2 BLUETOOTH MICE - UTILITIES	0	08/06/2021	09/13/2021	31.98
	US BANK	AMAZON	5 USB ETHERNET ADAPTERS	0	08/17/2021	09/13/2021	107.21
	US BANK	AMAZON	3 KEYBOARD MOUSE COMBO	0	08/19/2021	09/13/2021	26.99
							7,376.42
Total Dept. 000000:							28,713.68
Total Fund I.T. FUND:							28,713.68
Fund: 111 1999 BUSINESS IMPROVEM							
Dept: 000.000							
111-000.000-720.300	Professional Ser						
	R A C INVESTMENTS	SEPT 2021	SEPT DIRECTOR SALARY	0	09/01/2021	09/13/2021	1,833.33
							1,833.33
111-000.000-721.050	Postage						
	HASTINGS AREA CHAMBER OF	200825	7/21 COPIES, POSTAGE ,TELE	0	08/15/2021	09/13/2021	1.70
							1.70
111-000.000-723.110	Public Improvem						
	CELEBRATION OF LIGHTS	SE1022572	COVERAGE 9/11/21-9/13/21	0	08/11/2021	09/13/2021	580.00
	EARL MAY SEED & NURSERY L.	00010482	MULCH/WEED PREVENTER	0	08/10/2021	09/13/2021	160.98
	EARL MAY SEED & NURSERY L.	00010485	MULCH	0	08/10/2021	09/13/2021	85.00
	EARL MAY SEED & NURSERY L.	00010486	MULCH	0	08/10/2021	09/13/2021	85.00
	HASTINGS UTILITIES	19740650-00	ELECTRIC	0	07/29/2021	09/13/2021	1.46
	US BANK	RUSS'S	GARDEN MUMS	0	08/08/2021	09/13/2021	64.20
							976.64
111-000.000-724.050	Printing						
	HASTINGS AREA CHAMBER OF	200825	7/21 COPIES, POSTAGE ,TELE	0	08/15/2021	09/13/2021	119.76
							119.76
111-000.000-726.200	Telephone						
	HASTINGS AREA CHAMBER OF	200825	7/21 COPIES, POSTAGE ,TELE	0	08/15/2021	09/13/2021	67.00
							67.00
111-000.000-728.100	Rent						
	COMMUNITY REDEVELOPMENT	SEPT 2021	SEPT RENT	0	09/01/2021	09/13/2021	225.00
							225.00
111-000.000-737.200	Building Mainten						
	BIG G ACE	680182/1	WEASEL CLAW	0	08/07/2021	09/13/2021	28.04
	BIG G ACE	680378/1	WEED CLEAR	0	08/11/2021	09/13/2021	18.69

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							46.73
Total Dept. 000000:							3,270.16
SINESS IMPROVEMENT DIST:							3,270.16
Fund: 130 LIBRARY GRANT FUND							
Dept: 000.000							
130-000.000-720.357	Library Programs						
US BANK	AMAZON		PROGRAM SUPPLIES	0	08/19/2021	09/13/2021	14.76
US BANK	AMAZON		PROGRAM SUPPLIES	0	08/19/2021	09/13/2021	13.94
US BANK	AMAZON		PROGRAM SUPPLIES	0	08/19/2021	09/13/2021	152.95
US BANK	AMAZON		BABY STORY TIME ITEMS	0	08/21/2021	09/13/2021	36.46
US BANK	AMAZON		PROGRAM SUPPLIES	0	08/20/2021	09/13/2021	7.65
US BANK	AMAZON		PROGRAM SUPPLIES	0	08/20/2021	09/13/2021	17.27
US BANK	AMAZON		BABY STORY TIME ITEMS	0	08/19/2021	09/13/2021	23.83
US BANK	AMAZON		PROGRAM SUPPLIES	0	08/19/2021	09/13/2021	24.31
US BANK	AMAZON		BABY STORY TIME ITEMS	0	08/19/2021	09/13/2021	66.74
US BANK	AMAZON		PROGRAM SUPPLIES	0	08/19/2021	09/13/2021	21.99
US BANK	AMAZON		PROGRAM SUPPLIES	0	08/17/2021	09/13/2021	15.37
US BANK	DOLLAR TREE		PROGRAM SUPPLIES	0	08/16/2021	09/13/2021	6.42
US BANK	AMAZON		PROGRAM SUPPLIES	0	08/15/2021	09/13/2021	15.76
WAL-MART COMMUNITY	02237		PROGRAM SUPPLIES	0	08/11/2021	09/13/2021	59.79
							477.24
Total Dept. 000000:							477.24
Fund LIBRARY GRANT FUND:							477.24
Fund: 133 PARKS GRANT FUND							
Dept: 130.000 Parks							
133-130.000-741.209	Infrastructure Imp						
BIG G ACE	680766/1		SPRAY PAINT	0	08/17/2021	09/13/2021	33.54
							33.54
Total Dept. Parks:							33.54
al Fund PARKS GRANT FUND:							33.54
Fund: 170 MUSEUM FUND							
Dept: 000.000							
170-000.000-443.070	Museum Store S						
DUBAS/KEITH//	JULY 2021		NAD SHIRTS JUL Y 2021	0	07/31/2021	09/13/2021	45.00
MUSEUM - FOUNDATION	JULY 2021		PEGGY KARR PLATE,	0	07/31/2021	09/13/2021	207.70
NE OFFICIAL SOFT DRINK HERI	JULY 2021		SALES KOOL AID JULY 2021	0	07/31/2021	09/13/2021	-290.42
NE OFFICIAL SOFT DRINK HERI	JULY 2021		SALES KOOL AID JULY 2021	0	07/31/2021	09/13/2021	2,904.20
							2,866.48
Total Dept. 000000:							2,866.48
Dept: 170.100 Museum administration							
170-170.100-721.050	Postage						
MUSEUM - PETTY CASH	USPS		FILM BOOKING - IN THE HEIGHTS	0	07/07/2021	09/13/2021	4.70
							4.70
170-170.100-723.050	Advertising						
LAMAR COMPANIES/THE//	112738487		CAMPAIGN RESERVE 2 PANELS	0	08/02/2021	09/13/2021	900.00
US BANK	ADOBE CREATIVE		CREATIVE CLOUD - MONTHLY	0	08/17/2021	09/13/2021	32.09
							932.09
170-170.100-724.050	Printing						
CORNHUSKER PRESS	P195130		9/11 EXHIBIT POSTCARDS	0	08/19/2021	09/13/2021	703.49

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	EAKES OFFICE SOLUTIONS	INV299524	METER READING	0	08/20/2021	09/13/2021	424.99
							1,128.48
170-170.100-724.100	Film Print Cost						
	MUSEUM - PETTY CASH	USPS	FILM BOOKING - IN THE HEIGHTS	0	07/07/2021	09/13/2021	1.30
	MUSEUM - PETTY CASH	USPS	FILM BOOKING PETER RABIT 2	0	07/15/2021	09/13/2021	1.30
							2.60
170-170.100-727.200	R & M Buildings						
	WILLIAMS EXTERMINATING, INC	54465	GENERAL SPRAY - OUTSIDE BLDI	0	08/01/2021	09/13/2021	45.00
							45.00
170-170.100-728.150	Film Royalty						
	IMAX CORPORTATION	JULY 2021	SUPERPOWER DOGS - JULY 2021	0	08/01/2021	09/13/2021	34.16
	K2 COMMUNICATION CORPOR/	6214	D-DAY JUNE/JULY 2021 ROYALTIE	0	08/09/2021	09/13/2021	106.47
	MACGILLIVRAY FREEMAN FILM	JULY 2021	GREAT BEAR RAINFOREST JUNE	0	07/31/2021	09/13/2021	2,491.36
	MUSEUM - PETTY CASH	USPS	FILM BOOKING - IN THE HEIGHTS	0	07/07/2021	09/13/2021	244.86
	MUSEUM - PETTY CASH	USPS	FILM BOOKING PETER RABIT 2	0	07/15/2021	09/13/2021	250.00
	REAL D INC.	17031643	JULY 2021 3D FILMS	0	08/17/2021	09/13/2021	262.50
	S K FILMS, INC.	7722US	BACKYARD WILDERNESS JULY 20	0	08/13/2021	09/13/2021	1,107.60
							4,496.95
170-170.100-730.050	Office Supplies						
	AMAZON CAPITAL SERVICES	1HD3-NQPP-161T	PLANNER	0	08/19/2021	09/13/2021	20.98
	MUSEUM - PETTY CASH	R. HOFF	REIMBURSE FOR PLANNER	0	07/22/2021	09/13/2021	68.50
	WAL-MART COMMUNITY	09093	CONCESSIONS, KLEENEX, KOOL/	0	08/18/2021	09/13/2021	30.96
							120.44
170-170.100-730.052	Store Supplies						
	WAL-MART COMMUNITY	08612	QUARTER WRAPS	0	08/09/2021	09/13/2021	3.76
							3.76
170-170.100-731.205	Concessions for						
	MUSEUM - PETTY CASH	HASTINGSTHUNDER	CONCESSIONS	0	07/09/2021	09/13/2021	52.00
	PEPSI-COLA BOTTLING CO.	6100057409	CONCESSIONS	0	08/20/2021	09/13/2021	146.25
	PEPSI-COLA BOTTLING CO.	6100056982	CONCESSIONS	0	08/13/2021	09/13/2021	137.05
	WAL-MART COMMUNITY	09093	CONCESSIONS, KLEENEX, KOOL/	0	08/18/2021	09/13/2021	173.30
							508.60
170-170.100-731.210	Store Merchandis						
	CREATIVE CONCEPTS, INC.	0119465-IN	STORE MERCH	0	08/11/2021	09/13/2021	791.08
	GANZ USA LLC	8578141	CHARMS	0	08/05/2021	09/13/2021	189.20
	US BANK	AURORAWORLD	STORE MERCHANDISE	0	08/19/2021	09/13/2021	116.38
	WOWTOYZ	72445	STORE MERCH FOR RESALE	0	07/21/2021	09/13/2021	521.25
							1,617.91
170-170.100-731.215	Penny Presser						
	CTM GROUP INC	JUL21PENJE31-4070	JULY PENNY PRESS	0	07/31/2021	09/13/2021	213.92
							213.92
170-170.100-731.408	Educational Expe						
	AMAZON CAPITAL SERVICES	1NRK-NJND-36D9	THE TREE BOOK	0	08/23/2021	09/13/2021	20.18
	US BANK	SURVEYMONKEY	ANNUAL SUBSCRIPTION	0	08/17/2021	09/13/2021	384.00
	US BANK	NATGEO	MONTHLY SUBSCRIPTION	0	08/20/2021	09/13/2021	2.99
	WAL-MART COMMUNITY	08124	ALOE VERA	0	08/15/2021	09/13/2021	10.06
							417.23
170-170.100-737.100	Landscaping Sup						
	BIG G ACE	680250/1	FLAG	0	08/09/2021	09/13/2021	70.38
	EARL MAY SEED & NURSERY L.	10531	TREES	0	08/12/2021	09/13/2021	1,735.97
	HASTINGS OUTDOOR POWER L	33574	TRIMMER LINE	0	08/11/2021	09/13/2021	20.99
	MUSEUM - PETTY CASH	R. HEEREN	REIMBURSE FOR HOSE COUPLEF	0	07/27/2021	09/13/2021	6.41
	MUSEUM - PETTY CASH	R. HEEREN	REIMBURSE FOR FUEL	0	08/05/2021	09/13/2021	50.00
							1,883.75

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170-170.100-737.205	Electrical Supplie						
	DUTTON-LAINSON CO.	845097-1	LED BULBS	0	08/13/2021	09/13/2021	57.38
	MENARDS	21034	MISC SHOP SUPPLIES	0	08/13/2021	09/13/2021	35.91
							93.29
170-170.100-737.210	Exhibit Supplies						
	LEXJET LLC	INV LJUSDS0298695	HP UNIVERSAL ADHESIVE VINYL	0	08/12/2021	09/13/2021	577.96
	WAL-MART COMMUNITY	09093	CONCESSIONS, KLEENEX, KOOL-AID	0	08/18/2021	09/13/2021	15.48
							593.44
170-170.100-737.212	Event Expenses						
	US BANK	9/11 MEMORIAL	VIRTUAL TOUR	0	08/13/2021	09/13/2021	200.00
	US BANK	WALMART	KOOL-AID DAYS SUPPLIES	0	08/17/2021	09/13/2021	50.16
	WAL-MART COMMUNITY	09093	CONCESSIONS, KLEENEX, KOOL-AID	0	08/18/2021	09/13/2021	156.06
							406.22
170-170.100-737.705	Shop Supplies						
	MENARDS	21034	MISC SHOP SUPPLIES	0	08/13/2021	09/13/2021	80.19
							80.19
Total Dept. Museum administration:							12,548.57
Total Fund MUSEUM FUND:							15,415.05

Fund: 180 STREET FUND**Dept: 000.000**

180-000.000-720.350	Training & Confe						
	US BANK	APWA	APWA MEMBERSHIP KOSTNER	0	08/27/2021	09/13/2021	215.00
							215.00
180-000.000-727.200	R & M Buildings						
	GRACE'S LOCKSMITH SERVICE	64469	4 KEYS	0	08/16/2021	09/13/2021	8.00
							8.00
180-000.000-727.500	R & M Heavy Ma						
	AUTO VALUE-HASTINGS	70NV062563	ANTI FREEZE #36	0	08/06/2021	09/13/2021	24.60
	AUTO VALUE-HASTINGS	70NV062738	BRAKE LINES #34	0	08/10/2021	09/13/2021	21.28
	AUTO VALUE-HASTINGS	70NV063285	CONNECTOR, TUBING #34	0	08/19/2021	09/13/2021	7.38
	BIG G ACE	680773/1	RSTP I/E 1 GAL FOR TRUCK 34	0	08/17/2021	09/13/2021	32.99
	BIG G ACE	680757/1	PAINT THINNER, PRIMER, MULTI	0	08/17/2021	09/13/2021	22.28
	CONSTRUCTION RENTAL, INC.	409715-3	CONCRETE SAW WALK BEHIND	0	08/18/2021	09/13/2021	4,899.95
	COOPERATIVE PRODUCERS IN	J62323	NEW FRONT TIRES #41	0	08/20/2021	09/13/2021	842.72
	COOPERATIVE PRODUCERS IN	J61863	TIRE REPAIR #29	0	08/04/2021	09/13/2021	39.70
	COOPERATIVE PRODUCERS IN	J62397	NEW REAR TIRES #64	0	08/25/2021	09/13/2021	1,937.62
	FASTENAL COMPANY	NEHAS171457	3/4 BOLTS, NUTS WASHERS #34	0	08/20/2021	09/13/2021	59.45
	HASTINGS OUTDOOR POWER I	33538	IGNITION MODULE CONCRETE S	0	08/09/2021	09/13/2021	119.99
	KELLY SUPPLY COMPANY	S15106362-0	HYD HOSE #57	0	08/10/2021	09/13/2021	54.81
	KELLY SUPPLY COMPANY	S15106449-0	HYD HOSES #14	0	08/19/2021	09/13/2021	191.22
	KELLY SUPPLY COMPANY	S15106397-0	THERMOSTAT #927	0	08/24/2021	09/13/2021	154.94
	KULLY PIPE & STEEL SUPPLY	756704	1.5 FLAT STEEL #34	0	08/03/2021	09/13/2021	9.63
	KULLY PIPE & STEEL SUPPLY	757721	1.5" COLD ROLLED ROUND #34	0	08/19/2021	09/13/2021	35.90
	N A P A AUTO PARTS	047172	ALT BELT #36	0	08/05/2021	09/13/2021	43.99
	N A P A AUTO PARTS	047264	V BELT #36	0	08/06/2021	09/13/2021	16.71
	N A P A AUTO PARTS	047877	WHEEL CYLINDER, BRAKE SHOE	0	08/09/2021	09/13/2021	520.61
	N A P A AUTO PARTS	048030	WHEEL CYLINDER #34	0	08/10/2021	09/13/2021	234.51
	N A P A AUTO PARTS	048829	AIR FILTERS #35	0	08/12/2021	09/13/2021	55.66
	N A P A AUTO PARTS	049139	AIR FILTER #46 LED BEACON #45	0	08/13/2021	09/13/2021	40.69
	N A P A AUTO PARTS	049055	OIL FILTER #46	0	08/13/2021	09/13/2021	6.35
	N A P A AUTO PARTS	050098	AIR FILTERS #65	0	08/18/2021	09/13/2021	40.70
	N A P A AUTO PARTS	050137	LED TAILLAMPS, MARKERS LIGHT	0	08/18/2021	09/13/2021	147.60
	N A P A AUTO PARTS	050292	LED CLEARANCE LIGHTS #34	0	08/18/2021	09/13/2021	38.88
	N A P A AUTO PARTS	051628	OIL FILTERS #350	0	08/24/2021	09/13/2021	12.34

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
	NE MACHINERY CO.	CUI0971156	HYD HOSE, O RINGS #14	0	08/04/2021	09/13/2021	89.11
	NE MACHINERY CO.	CUI0971714	MAKE HOSE #14	0	08/05/2021	09/13/2021	21.00
	NE MACHINERY CO.	CUI0971715	HYD HOSE #14	0	08/05/2021	09/13/2021	227.74
	ROEHR'S MACHINERY, INC.	IV70444	BLADES, BOLTS, WASHERS #41	0	08/12/2021	09/13/2021	405.13
	TITAN MACHINERY INC - HASTII	15906146 GP	SWITCH, CABIN FILTERS #65	0	08/10/2021	09/13/2021	94.50
	TITAN MACHINERY INC - HASTII	15906152 GP	MOWER BLADES #29	0	08/12/2021	09/13/2021	196.36
							10,646.34
180-000.000-727.710	R & M Traffic Sig						
	HASTINGS UTILITIES	2-6430	TRAFFIC SIGNAL MAINTENANCE	0	07/30/2021	09/13/2021	1,947.03
							1,947.03
180-000.000-727.800	R & M Vehicles						
	ISLAND SUPPLY WELDING CO.	248197	HOSE REELS, TORCH KIT,	0	08/24/2021	09/13/2021	1,118.84
	N A P A AUTO PARTS	049139	AIR FILTER #46 LED BEACON #45	0	08/13/2021	09/13/2021	76.99
	N A P A AUTO PARTS	050153	SCREWDRIVER SET #19	0	08/18/2021	09/13/2021	53.99
	THREE POINTS TIRE	25920	FLAT REPAIR #67	0	07/14/2021	09/13/2021	24.00
							1,273.82
180-000.000-729.050	Dues & Subscrip						
	CITY CLERK - PETTY CASH	B. KELLEY	CDL REIMBURSEMENT	0	03/31/2021	09/13/2021	31.00
	US BANK	CHARTER	INTERNET SERVICE	0	08/04/2021	09/13/2021	118.73
							149.73
180-000.000-729.150	Other Operating						
	ARROW SEED COMPANY, INC.	OP-62469-25	18LBS ARROW WET BLEND MIX	0	08/10/2021	09/13/2021	102.71
	CITY CLERK - PETTY CASH	CHAMBER OF COMMERCE	CHAMBER BUCKS - D GARRETT	0	06/14/2021	09/13/2021	150.00
							252.71
180-000.000-731.050	Asphalt & Cemer						
	CONCRETE INDUSTRIES, INC.	39002	500 CONCRETE DOWEL SUPPOR	0	09/11/2021	09/13/2021	340.00
	GERHOLD CONCRETE COMPAN	260349	4 CY CONCRETE	0	07/30/2021	09/13/2021	535.95
	J.I.L. ASPHALT PAVING CO.	210307	3.04 TONS SPR POLLY ASPHALT	0	08/26/2021	09/13/2021	197.60
	J.I.L. ASPHALT PAVING CO.	210312	1.58 TONS SPR POLLY ASPHALT	0	07/27/2021	09/13/2021	102.70
	J.I.L. ASPHALT PAVING CO.	210318	1.51 TONS SPR OS ASPHALT	0	07/28/2021	09/13/2021	91.36
	J.I.L. ASPHALT PAVING CO.	210324	3.03 TONS SPR-F OS ASPHALT	0	07/29/2021	09/13/2021	187.86
	J.I.L. ASPHALT PAVING CO.	210342	2.50 TONS SPR ASPHALT	0	08/04/2021	09/13/2021	151.25
	J.I.L. ASPHALT PAVING CO.	210352	3.22 TONS SPR-F ASPHALT	0	08/05/2021	09/13/2021	199.64
	J.I.L. ASPHALT PAVING CO.	210357	2.50 TONS SPR OS ASPHALT	0	08/09/2021	09/13/2021	151.25
	J.I.L. ASPHALT PAVING CO.	210361	2.26 TONS SPR-F ASPHALT	0	08/10/2021	09/13/2021	140.12
	J.I.L. ASPHALT PAVING CO.	210380	2.05 TONS SPR-F ASPHALT	0	08/07/2021	09/13/2021	127.10
	J.I.L. ASPHALT PAVING CO.	210384	3.03 TONS SPR-F ASPHALT	0	08/18/2021	09/13/2021	187.86
	KULLY PIPE & STEEL SUPPLY	756810	SAW, BATTERY	0	08/04/2021	09/13/2021	365.03
	KULLY PIPE & STEEL SUPPLY	757094	1/2" REBAR	0	08/09/2021	09/13/2021	1,366.93
	LOGAN CONTRACTORS SUPPL	Q85207	150 2X4 ALERT RED BRICK RED	0	08/17/2021	09/13/2021	20,330.00
	ROSE EQUIPMENT, INC.	13077	2 PALLETS OF MASTIC	0	08/16/2021	09/13/2021	3,044.00
	VANCE BROTHERS	IC00070619	2 55 GALLON DRUMS OF SS-1H	0	08/23/2021	09/13/2021	860.00
							28,378.65
180-000.000-731.250	Fuel & Oil						
	BOSSELMAN ENERGY, INC.	89-6397858432	FUEL PUMP HOSES	0	08/23/2021	09/13/2021	136.26
	COOPERATIVE PRODUCERS IN	129491	BULK OIL, BULK HYD FLUID, ANTI	0	08/13/2021	09/13/2021	1,696.62
	N A P A AUTO PARTS	048220	HYD FLUID	0	08/10/2021	09/13/2021	69.80
	N A P A AUTO PARTS	051831	GEAR OIL #250	0	08/25/2021	09/13/2021	11.38
	NUTRIEN AG SOLUTIONS INC	46489559	5.42 GALS PROPANE	0	08/12/2021	09/13/2021	18.16
	SAPP BROS PETROLEUM INC	IN3549785	545 GALS UNLEADED	0	07/19/2021	09/13/2021	1,840.00
	SAPP BROS PETROLEUM INC	IN3549785	545 GALS UNLEADED	0	07/19/2021	09/13/2021	1,389.75
	SAPP BROS PETROLEUM INC	IN3570462	900 GALS UNLEADED	0	08/06/2021	09/13/2021	1,920.00
	SAPP BROS PETROLEUM INC	IN3570462	900 GALS UNLEADED	0	08/06/2021	09/13/2021	2,340.00
	SAPP BROS PETROLEUM INC	IN3576720	708 GALS UNLEADED	0	08/13/2021	09/13/2021	1,800.00
	SAPP BROS PETROLEUM INC	IN3576720	708 GALS UNLEADED	0	08/13/2021	09/13/2021	1,840.80
							13,062.77
180-000.000-731.600	Signs						

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610-000.000-721.050	Postage						
	US BANK	STAMPS & MORE	POSTAGE	0	08/02/2021	09/13/2021	11.65
							11.65
610-000.000-726.100	Natural Gas						
	BLACK HILLS ENERGY	8770466950	GAS SERVICE 7/28/21-8/26/21	0	08/30/2021	09/13/2021	41.98
							41.98
610-000.000-727.200	R & M Buildings						
	IDEAL ELECTRIC, INC.	12332	MAIN SHOP CHECK FUSE BOX	0	08/12/2021	09/13/2021	49.00
	MENARDS	21290	SCALE HOUSE - WINDOW AIR	0	08/19/2021	09/13/2021	368.95
							417.95
610-000.000-727.500	R & M Heavy Ma						
	KULLY PIPE & STEEL SUPPLY	1209503	TERMINATOR - REPAIR MATERIAL	0	08/17/2021	09/13/2021	26.44
	N A P A AUTO PARTS	050836	TERMINATOR - 10 BOLTS	0	08/20/2021	09/13/2021	19.70
	NE MACHINERY CO.	INV467342	#116 REP BRAKE CHRGR VALVE	0	08/11/2021	09/13/2021	975.00
	NE MACHINERY CO.	INV467724	#111 REP HYD STEERING PUMP	0	08/13/2021	09/13/2021	3,660.65
	SOUTH CENTRAL BOBCAT, INC	HWO10603	BOBCAT TRACK REPLACE & BATT	0	08/13/2021	09/13/2021	4,149.37
	THREE POINTS TIRE	26153	#101 - RF TIRE REPAIR	0	08/24/2021	09/13/2021	22.00
							8,853.16
610-000.000-727.600	R & M Office Eqp						
	EAKES OFFICE SOLUTIONS	INV299480	CONTRACT COPIES	0	08/20/2021	09/13/2021	35.33
							35.33
610-000.000-730.050	Office Supplies						
	BUSINESS WORLD PRODUCTS	022956	CREDIT CARD MACHINE TAPE	0	08/20/2021	09/13/2021	43.14
	EAKES OFFICE SOLUTIONS	8316375-0	SCALE TICKET PERF PAPER	0	08/23/2021	09/13/2021	64.58
	EAKES OFFICE SOLUTIONS	8315418-0	7 1.5 INCH BINDERS	0	08/20/2021	09/13/2021	34.37
	EAKES OFFICE SOLUTIONS	8304021-1	BAL OF CALENDAR ORDER	0	08/10/2021	09/13/2021	24.08
							166.17
610-000.000-731.250	Fuel & Oil						
	COOPERATIVE PRODUCERS IN	129694	200G CENEX TMS	0	08/25/2021	09/13/2021	2,122.90
	SAPP BROS PETROLEUM INC	IN3584139	721 GAL #2 DYED DIESEL	0	08/23/2021	09/13/2021	408.20
	SAPP BROS PETROLEUM INC	IN3584139	721 GAL #2 DYED DIESEL	0	08/23/2021	09/13/2021	1,730.40
	SAPP BROS PETROLEUM INC	IN3571649	575 GAL #2 DYED DIESEL	0	08/09/2021	09/13/2021	1,380.00
	SAPP BROS PETROLEUM INC	IN3578644	823 GAL #2 DYED DIESEL	0	08/17/2021	09/13/2021	1,975.20
							7,616.70
610-000.000-731.700	Wearing Apparel						
	ARAMARK UNIFORM SERVICES	1902135177	MATS/COVERALLS	0	08/23/2021	09/13/2021	30.75
	ARAMARK UNIFORM SERVICES	1902131509	MATS/COVERALLS	0	08/16/2021	09/13/2021	30.75
	ARAMARK UNIFORM SERVICES	1902127814	MATS/COVERALLS	0	08/09/2021	09/13/2021	30.75
							92.25
610-000.000-737.200	Building Mainten:						
	MENARDS	21341	THEMOPAN HEADER, INSULATION	0	08/20/2021	09/13/2021	18.73
							18.73
610-000.000-737.705	Shop Supplies						
	N A P A AUTO PARTS	033160	RING TERMINAL & CIRCUIT BREAK	0	06/08/2021	09/13/2021	15.62
	N A P A AUTO PARTS	046607	CREDIT RING TERM & CIR BRKR	0	08/03/2021	09/13/2021	-15.62
	N A P A AUTO PARTS	049846	SHOP SUPPLIES	0	08/17/2021	09/13/2021	26.03
							26.03
							18,329.95
						Total Dept. 000000:	18,329.95
						Total Fund LANDFILL FUND:	18,329.95

Fund: 710 SELF INSURED HEALTH FU

Dept: 000.000

710-000.000-720.440 Administrative Fe

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	OPTUM BANK	9510094323	HSA MONTHLY SERVICE FEE - JU	0	08/15/2021	09/13/2021	305.25
							305.25
710-000.000-720.480	Health Benefit Pr						
	MUTUAL OF OMAHA	G000AZN9	DIV 1 (NONUTIL) LIFE/AD&D/VOL	0	09/01/2021	09/13/2021	3,309.46
	MUTUAL OF OMAHA	G000AZN9	DIV 2 (UTILITY) LIFE/AD&D/VOL	0	09/01/2021	09/13/2021	3,337.43
	MUTUAL OF OMAHA	G000AZN9	DIV 2 (UTILITY) LONGTERMDISAB	0	09/01/2021	09/13/2021	4,881.81
							11,528.70
						Total Dept. 000000:	11,833.95
						ELF INSURED HEALTH FUND:	11,833.95
						Grand Total:	533,047.53

Distribution Register by Check



From Check No.: 47542 To Check No.: 47691

Printed: 9/7/2021 8:38

From Check Date: 08/20/2021 - To Check Date: 09/07/2021

Check No	Supplier	Supplier Name	Invoice Number	Invoice Description	Invoice Amt	Charge Code	GL Amount
47542	05760	ANYTIME FITNESS	082021	AUG EMPLOYEE DEDUCTIONS-AF	102.60	1 62418	102.60
47543	08115	BEAUTY AND THE BEAST FITNESS		AUG EMPLOYEE DEDUCTIONS-B&B	34.24	1 62418	34.24
47544	14810	CHC OF NEBRASKA		AUG EMPLOYEE DEDUCTIONS-CHC	66.34	1 62418	66.34
47545	32400	HASTINGS, CITY OF		EMPLOYEE FLEX PLAN DEDUCTION	2,496.38	1 62401	2,496.38
47546	33075	HASTINGS MUSEUM		AUG EMPLOYEE DEDUCTIONS-MUS	35.42	1 62418	35.42
47547	35250	HOMETOWN LEASING	22796805 081321	COPIER LEASE	141.70	1 69187	141.70
47548	40875	K T HEATING & AIR COND. INC.	1110-58642 1110-58720	HVAC REPAIR HVAC REPAIR	1,479.25 614.12	2 25060 1 69330	1,479.25 614.12
					2,093.37		2,093.37
47549	44325	LINWELD	23620293 23714962	MISC 999 TELEMETRY SYSTEM MISC 999 HYDROGEN	93.67 793.56	2 75055 2 75055	93.67 793.56
					887.23		887.23
47550	52175	N W E A	101121	WASTEWATER TRAINING REGISTR	450.00	1 49220	450.00
47551	52825	NDEE - FISCAL SERVICES		WWTF OPERATOR TEST	150.00	1 49300	150.00
47552	53225	NE DEPT. OF REVENUE	LEVY# 22060327 082 REMIT GARNISHMENT LEVY# 22169078 082 REMIT GARNISHMENT	75.00 25.00	1 62410 1 62410	75.00 25.00	
					100.00		100.00
47553	70300	STATE DISBURSEMENT UNIT	CO1482539 082021	REMIT GARNISHMENT	248.00	1 62410	248.00
47554	76275	UNITED WAY OF SOUTH CENTRAL	082021	AUG EMPLOYEE DEDUCTIONS-UW	154.00	1 62418	154.00
47555	77050	VERIZON WIRELESS	9886035179	ROVER SERVICE	50.04	1 619230	50.04
47556	80425	Y M C A	082021	AUG EMPLOYEE DEDUCTIONS-YMC	861.76	1 62418	861.76
47557	42825	L C L TRUCK EQUIPMENT INC	INV1000928	'21 DOOLITTE TRAILER-WATER DEF	9,085.00	1 33940	9,085.00
47558	R6124	BIANCYE VONDAL	08312640-21	CUSTOMER REFUND	139.22	1 61841	139.22
47559	01925	ADAMS COUNTY TREASURER	082721	2022 12' BUMPER PULL TRAILER 2022 12' BUMPER PULL TRAILER	550.50 550.50	1 13940 1 15750	535.50 15.00
							550.50
47560	13075	CHARTER COMMUNICATIONS	0354001081721	PHONE & INTERNET SERVICE PHONE & INTERNET SERVICE	1,409.22 1,409.22	1 69210 1 619210	1,319.22 90.00
							1,409.22
47561	R5114	BEATRIZ MARTINEZ	05151518-28	CUSTOMER REFUND	1.95	1 61841	1.95
47562	32400	HASTINGS, CITY OF	090321	EMPLOYEE FLEXPLAN DEDUCTION	2,496.38	1 62401	2,496.38
47563	53225	NE DEPT. OF REVENUE	LEVY# 22060327 090C REMIT GARNISHMENT LEVY# 22169078 090C REMIT GARNISHMENT	75.00 25.00	1 62410 1 62410	75.00 25.00	
					100.00		100.00
47564	70300	STATE DISBURSEMENT UNIT	CO1482539 090321	REMIT GARNISHMENT	248.00	1 62410	248.00
47565	R5133	LEANDRA C GANDERT	18691931-01	CUSTOMER REFUND	2.81	1 61841	2.81
47566	R5311	LORI D OLINGER	06221190-26	CUSTOMER REFUND	10.20	1 61841	10.20
47567	R5464	EDWIN E DELGADO	11410065-05	CUSTOMER REFUND	3.75	1 61841	3.75
47568	R5979	LEANDRA C GANDERT	18691931-02	CUSTOMER REFUND	112.99	1 61841	112.99
47569	01640	ADA CARBON SOLUTIONS	INV6621	ACTIVATED CARBON ACTIVATED CARBON	22,911.22 22,911.22	2 25124 2 85026	16,769.85 6,141.37
							22,911.22
47570	02675	AIRGAS USA, LLC	9116407460 9116466933 9116538307 9981978378	MISC 999 TYVEK COVERALLS MISC 999 FILTERS MISC 999 GAS DETECTOR SENSOR AUGUST CYLINDER RENTAL AUGUST CYLINDER RENTAL	2,300.69 531.19 3,104.32 83.40	2 75065 2 75065 2 75065 2 25128 2 75128	2,300.69 531.19 3,104.32 50.04 33.36
					6,019.60		6,019.60
47571	05227	AMETEK TECHNICAL & INDUSTRIA	20025085	LAGOON FLARE GAS BLOWER	3,663.35	1 40348	3,663.35
47572	06175	ARAMARK	1902109589 1902110308	RUGS & LAUNDRY SERVICE MISC 999 RUGS & LAUNDRY SERVICE	15.30 69.02	1 69206 2 25065	15.30 69.02

Distribution Register by Check



From Check No.: 47542 To Check No.: 47691

Printed: 9/7/2021 8:38

From Check Date: 08/20/2021 - To Check Date: 09/07/2021

Check No	Supplier	Supplier Name	Invoice Number	Invoice Description	Invoice Amt	Charge Code	GL Amount
			1902130851	RUGS & LAUNDRY SERVICE	25.14	1 45450	25.14
			1902131519	RUGS & LAUNDRY SERVICE	71.92	1 69330	62.61
				RUGS & LAUNDRY SERVICE		2 25060	9.31
			1902131520	RUGS & LAUNDRY SERVIC	16.85	1 69206	16.85
			1902132286	MISC 999 RUGS & LAUNDRY SERVIC	75.24	2 25065	75.24
			1902134530	RUGS & LAUNDRY SERVICE	25.14	1 45450	25.14
			1902135181	RUGS & LAUNDRY SERVICE	71.92	1 69330	62.61
				RUGS & LAUNDRY SERVICE		2 25060	9.31
			1902135182	RUGS & LAUNDRY SERVICE	16.85	1 69206	16.85
			1902135929	MISC 999 RUGS & LAUNDRY SERVIC	75.24	2 25065	75.24
			1902138205	RUGS & LAUNDRY SERVICE	25.14	1 45450	25.14
			1902138877	RUGS & LAUNDRY SERVICE	71.92	1 69330	62.61
				RUGS & LAUNDRY SERVICE		2 25060	9.31
			1902138878	RUGS & LAUNDRY SERVICE	16.85	1 69206	16.85
			1902139615	RUGS & LAUNDRY SERVICE	75.24	2 25065	75.24
			1902141892	RUGS & LAUNDRY SERVICE	25.14	1 45450	25.14
					676.91		676.91
47573	06710	ATLAS COPCO COMPRESSORS LL 1121085012		MISC 999-SILENCERS, FILTER KIT	977.52	2 25145	977.52
47574	08925	BIG G	680549/1	PAINT BRUSHES, TAPE MEASURE, E	1,530.84	1 61561	1,530.84
47575	09025	BLACK & VEATCH CORPORATION	1351933	PROFESSIONAL SERVICES	8,794.21	2 20182	8,794.21
47576	09475	BOSSELMAN ENERGY, INC.	4377009	PROPANE	126,626.50	1 61512	126,626.50
47577	10525	BUSINESS WORLD PRODUCTS	658150	NOTARY STAMP	56.95	1 619210	56.95
47578	12350	CENTRAL COMMUNITY COLLEGE	001831561	TRAIN21-1 EXCEL CLASS	920.00	2 79225	920.00
47579	13610	CINTAS CORPORATION	4092700399	MISC 999 UNIFORM SERVICE	320.10	2 79275	320.10
			4092700775	UNIFORM SERVICE	269.56	1 49270	15.07
				UNIFORM SERVICE		1 69270	4.72
				UNIFORM SERVICE		2 29270	249.77
			4093363999	MISC 999 UNIFORM SERVICE	201.94	2 79275	201.94
			4093364298	UNIFORM SERVICE	267.87	1 49270	15.07
				UNIFORM SERVICE		1 69270	4.72
				UNIFORM SERVICE		2 29270	248.08
			4094028510	MISC 999 UNIFORM SERVICE	201.94	2 79275	201.94
			4094028769	UNIFORM SERVICE	267.87	1 49270	15.07
				UNIFORM SERVICE		1 69270	4.72
				UNIFORM SERVICE		2 29270	248.08
					1,529.28		1,529.28
47580	15575	CONSOLIDATED CONCRETE CO.	269491	CONCRETE	566.17	1 35580	566.17
			269602	CONCRETE	227.04	1 10001	227.04
			269795	CONCRETE	107.00	1 69330	107.00
			269856	CONCRETE	107.00	1 69330	107.00
			269891	CONCRETE	406.07	1 15731	406.07
			269907	CRUSHED LIMESTONE	320.86	1 15731	320.86
					1,734.14		1,734.14
47581	16624	COOPERATIVE PRODUCERS INC.-I H26003		MISC 999 WEED KILLER	156.15	2 75065	156.15
47582	16695	CORE & MAIN LP	P171868	VALVE BOXES	11,556.00	1 61561	11,556.00
			P376598	MANHOLE RINGS	199.44	1 61561	199.44
			P376630	VALVE BOXES	5,778.00	1 61561	5,778.00
			P477611	SERVICE SADDLES	1,087.59	1 61561	1,087.59
			P503487	PACKING GLANDS	2,818.54	1 61561	2,818.54
					21,439.57		21,439.57
47583	16875	CORNHUSKER PRESS	P195061	GAS METER RECORDS	448.44	1 19210	448.44
			P195131	MISC 999 HARD HAT DECALS	254.73	2 79275	254.73
					703.17		703.17
47584	17525	CRESCENT ELECTRIC SUPPLY CO S509391236.002		BOX CONNECTORS	42.66	2 21561	42.66
47585	17685	CUMMINS, ANDY	081921	MISC 999 BOOT REIMBURSEMENT	131.68	2 79275	131.68
47586	18075	D B I INC.	INV-1293	WELDING INSPECTIONS	798.00	1 40351	399.00
				WELDING INSPECTIONS		2 20611	399.00
					798.00		798.00
47587	19225	DELKEN PRESS	082521	PRINTED MATERIALS	294.25	1 69060	294.25
47588	21375	DUTTON-LAINSON COMPANY	845717-1	INSULATORS	2,166.76	2 21561	2,166.76
			845720-1	WIRE, DEADEND ASSBLY, GUYS, BF	14,254.14	2 21561	14,254.14
			845798-1	LOCKNUTS	341.63	2 21561	341.63
			S23097-2	AMI SYSTEM	9,469.50	1 60173	9,469.50
			S23097-3	AMI SYSTEM	19,324.20	1 60173	19,324.20
			S23097-4	CELLULAR ROUTER	6,553.76	1 60173	6,553.76
					52,109.99		52,109.99

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47589	21975	EAKES OFFICE EQUIPMENT	8315750-0	PENS	19.25	1 69030	19.25
			8315750-1	PENS	19.25	1 69030	19.25
			8315804-0	CLIPBOARDS, PENS, PHONE STANC	110.88	1 69206	110.88
			INV300397	CONTRACT COPIES	3,598.83	1 69210	3,598.83
			INV300398	MISC 999 CONTRACT COPIES	742.80	2 75065	742.80
			INV301215	CONTRACT COPIES	89.68	1 49210	89.68
					4,580.69		4,580.69
47590	23125	EMERSON PROCESS MANAGEMENT	9088559	TRAIN21-1 OVATION CLASSES	5,965.00	2 79225	5,965.00
47591	23870	ESSENTIAL SCREENS	2021080092	BACKGROUND CHECKS	18.50	1 619300	18.50
47592	24075	EXPERITEC, INC.	CD99104864	MAIN21-29 REPAIR KIT	126.09	2 25125	126.09
			CD99104919	MAIN 21-29 SEAL/SEAT RINGS, CA	5,846.85	2 25125	5,846.85
			CD99104989	MAIN 21-29 GASKET SET	339.20	2 25125	339.20
			CD99105322	MAIN21-29 PLUG/STEM ASSYS	4,635.85	2 25125	4,635.85
					10,947.99		10,947.99
47593	24775	FARRIS CONSTRUCTION CO. INC.	20186	INSTALL PLATFORM	29,642.00	2 20611	29,642.00
47594	27070	G D S ASSOCIATES, INC	0197447	NITS ASSESSMENT	4,151.25	2 29230	4,151.25
47595	30075	GRAINGER	9026752635	BARRICADE TAPE	266.40	1 61561	266.40
47596	30325	GRAYBAR ELECTRIC CO.	9322729203	POLYDUCT	16,168.77	2 21561	16,168.77
47597	30531	GREAT PLAINS SAFETY & HEALTH	20-3176	ANNUAL SAFETY & WELLNESS CON	1,862.00	1 69270	1,862.00
			20-3185	SAFETY TRAINING	1,300.00	1 69270	1,300.00
					3,162.00		3,162.00
47598	30775	GROEBNER	609979-00	PIPE CAPS	53.99	1 61561	53.99
			701268-00	PIPE CAPS	92.32	1 61561	92.32
					146.31		146.31
47599	31325	H D R ENGINEERING INC.	1200370280	ENGINEERING SERVICES	13,474.76	1 40348	13,474.76
47600	31475	HACH COMPANY	12602724	MISC 999 BOILER CHEM, PROBES	1,116.56	2 75025	1,116.56
47601	32375	HASTINGS, CITY OF	045-349881	ERP SOFTWARE	5,460.00	1 60164	5,460.00
			063222	RETIREMENT GIFT	150.00	1 39260	150.00
			082621	RE FIN/HR/IT/PI HEALTH INS AUG	22,943.68	1 19190	564.02
				RE FIN/HR/IT/PI HEALTH INS AUG		1 39190	537.86
				RE FIN/HR/IT/PI HEALTH INS AUG		1 49190	435.78
				RE FIN/HR/IT/PI HEALTH INS AUG		1 69187	128.24
						1 69190	1,742.48
						1 69203	3,447.20
						1 69260	563.65
						1 69260	12,552.50
						1 619190	897.07
						2 29190	1,793.51
						2 29195	281.37
			083121	HR EXPENSES-AUG	668.54	1 19203	59.10
				HR EXPENSES-AUG		1 39203	56.36
				HR EXPENSES-AUG		1 49203	45.66
				HR EXPENSES-AUG		1 69187	13.43
						1 69203	182.58
						1 619203	94.00
						2 29203	187.93
						2 29204	29.48
			083121-1	IT EXPENSES-AUG	66,727.00	1 19190	6.19
				IT EXPENSES-AUG		1 19190	5,892.48
				IT EXPENSES-AUG		1 39190	5.90
				IT EXPENSES-AUG		1 39190	5,619.19
						1 49190	4.78
						1 49190	4,552.67
						1 69187	1.41
						1 69187	1,339.81
						1 69190	19.12
						1 69190	18,204.02
						1 619190	9.84
						1 619190	9,371.97
						2 29190	19.68
						2 29190	18,737.28
						2 29195	3.09
						2 29195	2,939.57
			1023 PPE 082021 1	FINANCE WAGES-AUG	31,379.98	1 69200	31,379.98
			1023 PPE 082021 2	FINANCE BENEFITS-AUG	6,328.52	1 69260	6,328.52
			1023 PPE 082021 3	HR WAGES-AUG	11,580.10	1 69203	11,580.10
			1023 PPE 082021 4	HR BENEFITS-AUG	1,804.75	1 69203	1,804.75
			1023 PPE 082021 5	PI WAGES-AUG	2,218.36	1 69200	2,218.36
			1023 PPE 082021 6	PI BENEFITS-AUG	355.32	1 69260	355.32

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			1023 PPE 082021 7	IT WAGES & BENEFITS-AUG	28,950.70	1 19190	2,559.24				
			IT WAGES & BENEFITS-AUG		1 39190	2,440.54					
			IT WAGES & BENEFITS-AUG		1 49190	1,977.33					
			IT WAGES & BENEFITS-AUG		1 69187	581.91					
					1 69190	7,906.44					
					1 619190	4,070.47					
					2 29190	8,138.04					
					2 29195	1,276.73					
			1023 PPE 082021 8	PPGA WAGES-AUG	10,943.10	2 89201	10,943.10				
			10314	STREET OPENING	836.80	1 35570	264.80				
				STREET OPENING		1 35570	572.00				
			10315	STREET OPENING	821.00	1 35570	405.00				
				STREET OPENING		1 35570	416.00				
			10316	CITY ATTORNEY, ADMINISTRATOR	8,317.83	1 69230	8,317.83				
			13966	ERP MIGRATION DISCUSSION	1,608.75	1 60164	1,608.75				
					201,094.43		201,094.43				
			47602	32400	HASTINGS, CITY OF	001233216702	MUTUAL/OMAHA LIFE & DISAB-AUG	8,175.21	1 19260	591.20	
							MUTUAL/OMAHA LIFE & DISAB-AUG		1 39260	409.15	
							MUTUAL/OMAHA LIFE & DISAB-AUG		1 49260	270.56	
							MUTUAL/OMAHA LIFE & DISAB-AUG		1 62403	1,736.20	
									1 69187	168.08	
									1 69260	822.09	
									1 619260	709.92	
									2 29260	904.70	
									2 29265	2,563.31	
							082621	BCBS HLTH & DENTAL INS-AUG	366,482.57	1 62414	366,482.57
082621-1	EMPLOYEE VISION INSUR-AUG	1,715.16					1 62402	1,715.16			
082621-2	DISCOVERY BENEF ACCT FEES-AUG	101.20					1 69260	101.20			
082621-3	DISCOVERY BENEF COBRA FEE-AUG	148.75					1 19260	15.30			
	DISCOVERY BENEF COBRA FEE-AUG						1 39260	10.20			
	DISCOVERY BENEF COBRA FEE-AUG						1 49260	7.65			
	DISCOVERY BENEF COBRA FEE-AUG						1 69187	2.55			
		1 69260					25.50				
		1 619260					13.60				
		2 29260					20.40				
		2 29265					53.55				
		1 62414					5,384.70				
		382,007.59						382,007.59			
47603	32525	HASTINGS, CITY OF					090121	IN LIEU OF TAXES-SEPT	252,000.00	1 14080	23,750.00
								IN LIEU OF TAXES-SEPT		1 34080	36,750.00
								IN LIEU OF TAXES-SEPT		1 44080	24,500.00
								IN LIEU OF TAXES-SEPT		2 24080	167,000.00
				252,000.00		252,000.00					
47604	32725	HASTINGS ECONOMIC DEVELOPM	2021 AGREEMENT-SEPT	10,416.00	1 69230	10,416.00					
47605	33115	HASTINGS PHYSICAL THERAPY	201648	CLEANING CREW DRUG TESTING	26.00	1 69300	26.00				
47606	33825	HEATH CONSULTANTS INC.	1089282	LEAK SURVEY EQUIPMENT	16,484.40	1 13940	16,484.40				
47607	38725	INTERSTATE CHEMICAL CO. INC.	469999	MISC 999 SODIUM HYPOCHLORITE	4,495.08	2 25055	4,495.08				
			470000	MISC 999 SULFURIC ACID	5,260.24	2 25055	5,260.24				
				9,755.32		9,755.32					
47608	39045	IRBY ELECTRICAL DISTRIBUTOR	S012582962.001	CONDUIT ELBOWS	402.26	2 21561	402.26				
			S012582962.003	BLANK METER COVERS	190.00	2 21561	190.00				
					592.26		592.26				
47609	40525	K & G PLUMBING	21-1089	INSTALL NEW WATER SERVICE	2,915.00	1 35570	2,915.00				
			21-1121	INSTALL NEW WATER SERVICE	6,650.00	1 30384	6,650.00				
			21-1122	INSTALL NEW WATER SERVICE	28,629.00	1 30384	28,629.00				
				38,194.00		38,194.00					
47610	40875	K T HEATING & AIR COND. INC.	1110-59210	INSTALL NEW HVAC UNIT	8,035.00	1 69206	8,035.00				
47611	42425	KRIZ-DAVIS COMPANY	922671702	FUSES	78.02	1 60169	78.02				
47612	42550	KUCERA PAINTING	7260	PAINT OFFICE DOORS & FRAMES	5,175.00	1 60490	5,175.00				
47613	42625	KULLY PIPE & STEEL CORP.	756827	MAIN21-24 BAR STOCK	68.11	2 25125	68.11				
			757965	BLACK PIPE	187.89	1 15731	187.89				
				256.00		256.00					
47614	42675	KUZELKA, MICHAEL	071421	BOOT REIMBURSEMENT	71.67	1 39270	71.67				
47615	44325	LINWELD	24008834	ACETYLENE	39.84	1 45430	39.84				
			24023745	MISC 999-EPA GAS	339.25	2 25128	339.25				
			24036551	MISC 999 HYDROGEN	1,012.87	2 75055	1,012.87				
			24049969	OXYGEN, ACETYLENE	52.91	1 15750	52.91				
			24050682	OXYGEN, ACETYLENE	157.94	1 15750	157.94				

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			24057528	CUTTING TIPS	27.95	1 61561	27.95
			24057529	EAR PLUGS	150.71	1 61561	150.71
			24057530	CABLE TIES	30.76	2 21561	30.76
			24086168	MISC 999 HYDROGEN	688.17	2 75055	688.17
			24089554	MISC 999 EPA GAS	339.25	2 25128	339.25
			24111123	MISC 999 TELEMETRY SYSTEM	103.04	2 75055	103.04
			51842840	AUGUST CYLINDER RENTAL	408.60	1 15491	14.93
				AUGUST CYLINDER RENTAL		1 15673	19.90
				AUGUST CYLINDER RENTAL		1 15750	56.01
				AUGUST CYLINDER RENTAL		1 45430	26.48
						2 25020	38.52
						2 25050	12.04
						2 25055	26.48
						2 25128	69.18
						2 25135	4.98
						2 25140	16.85
						2 25820	4.82
						2 75025	4.98
						2 75055	4.82
						2 75065	79.55
						2 75125	4.98
						2 75135	21.67
						2 79213	2.41
					3,351.29		3,351.29
47616	44350	LINCOLN WINWATER CO.	078563 01	MJ ELBOWS, MJ SLEEVES	2,530.55	1 61561	2,530.55
47617	46175	MARY LANNING MEMORIAL HOSPI	800039849 081521	EMPLOYEE DRUG TESTING	100.00	1 39300	50.00
				EMPLOYEE DRUG TESTING		1 49300	50.00
					100.00		100.00
47618	46675	MCMASTER-CARR SUPPLY CO.	63737768	PIPE FITTINGS, DOORMOUNT HOLD	139.27	1 60167	139.27
47619	46862	MDM PEST & TERMITE CONTROL	25020	MISC 999 AUGUST PEST CONTROL	59.34	2 75705	59.34
			25021	AUGUST PEST CONTROL	36.11	1 15460	18.05
				AUGUST PEST CONTROL		1 15461	18.06
			25022	AUGUST PEST CONTROL	180.56	1 69206	180.56
			25023	AUGUST PEST CONTROL	451.41	1 69330	451.41
			25024	AUGUST PEST CONTROL	621.88	1 45470	621.88
			25025	AUGUST PEST CONTROL	24.08	2 25520	24.08
					1,373.38		1,373.38
47620	47375	MESA PRODUCTS, INC.	D2101933	STATIC SPRSSN ISOLATION KITS	547.63	1 15731	547.63
47621	47487	METERING & TECH SOLUTIONS	20192	HYDRANT METERS	1,001.43	1 30393	1,001.43
47622	47975	MICROFILM IMAGING SYSTEMS, IN	86915	SCANNER RENTAL	48.15	1 619210	48.15
47623	48675	MID-NEBRASKA LUBRICANTS	330764	DIESEL FUEL	206.94	2 25530	206.94
47624	49175	MIDWEST CONNECT LLC	353916	POSTAGE MACHINE INK	310.30	1 69170	310.30
47625	51375	MUNICIPAL SUPPLY INC OF NEBR	0807860-IN	GASKETS	68.00	1 61561	68.00
			0809437-IN	PACKING GLANDS	763.98	1 61561	763.98
					831.98		831.98
47626	52525	NATIONAL SAFETY COUNCIL	41376	MISC 999 LOTO POLICY REWRITE	2,350.00	2 75125	2,350.00
47627	52715	NDB TECHNOLOGIE INC	16 626	GIS PHASE IDENTIFICATION	14,376.00	2 23530	14,376.00
47628	53925	NEBRASKA EYE CARE	082621	PRESCRIPTION SAFETY GLASSES	340.00	2 79275	340.00
47629	54125	NEBRASKA MACHINERY CO.	CUI0977318	MISC 999 OIL	1,157.99	2 95126	1,157.99
47630	54526	NEBRASKA PUBLIC POWER DISTR	9000041769	SUBSTATION MAINTENANCE	5,632.23	2 25707	5,632.23
47631	55525	NORTH AMERICAN ELECTRIC	27322	QUARTERLY ASSESSMENT	5,519.11	2 29230	5,519.11
47632	55558	NORTH CENTRAL SAFETY SUPPLY	8181021	SAFETY SUPPLIES	1,779.61	1 69270	1,779.61
			8281721-1	SAFETY SUPPLIES	192.88	1 69270	192.88
			8281721-2	SAFETY SUPPLIES	1,001.27	1 69270	1,001.27
			8281721-3	SAFETY SUPPLIES	1,052.56	1 69270	1,052.56
					4,026.32		4,026.32
47633	56035	NOVA TECH, LLC	26287	SUBSTATION RTUS	33,616.47	2 20136	33,616.47
47634	56625	O'KEEFE ELEVATOR CO., INC.	1000373402	ELEVATOR MAINTENANCE	264.02	2 25110	264.02
47635	56925	OMAHA VALVE & FITTING CO.	68389	MISC 999 PIPE FITTINGS	198.64	2 75125	198.64
			68519	MISC 999 PRESSURE GAUGE	93.04	2 75125	93.04
			68713	MISC 999 PLUG VALVE	69.17	2 75125	69.17
					360.85		360.85

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47636	57050	ONE CALL CONCEPTS INC	1080409	LOCATING SERVICES	383.82	1 619181	383.82
47637	57085	ONKEN FARMS TRUCKING	1421	POND ASH TRUCKING	5,507.89	2 25015	5,507.89
			1422	POND ASH LOADING	3,098.22	2 25015	3,098.22
					8,606.11		8,606.11
47638	57175	O'REILLY AUTO PARTS	0764-418519	WIPER FLUID	58.81	1 61561	58.81
47639	58275	PAULEY, W. G. LUMBER CO.	112795	CONCRETE BLOCKS	25.68	1 61561	25.68
47640	58612	FREESTATE FLOW SOLUTIONS INC	210809-400	MAIN 21-29 PLUG VALVES	1,502.83	2 25125	1,502.83
47641	58950	PFEIFER, DEREK	082321	REIMBURSE EXP-STATIC SUPPRES	107.20	1 15731	107.20
			082321-1	REIMBURSE MILEAGE	118.72	1 619220	118.72
			082321-2	REIMB EXP-FOUNTAIN MATERIALS	176.73	1 60167	176.73
					402.65		402.65
47642	59925	POSTMASTER	090121	POSTAGE	6,525.00	1 69170	6,525.00
47643	61325	PROTEX CENTRAL INC	126139	EIC21-11 FIRE PANEL REPLACEMEN	6,840.81	2 25115	6,840.81
47644	62325	R & S TRACK MAINTENANCE INC	021242	FH21-1 TRACK MAINTENANCE	10,746.00	2 95115	10,746.00
47645	63725	RELCO FINANCE, INC.	L2109HAS1	MISC 999 LOCOMOTIVE LEASE	4,833.60	2 95015	4,833.60
47646	63875	RESCO	832201-00	FUSE LINKS, FUSES	431.43	2 21561	431.43
			832201-01	FUSE LINKS	414.10	2 21561	414.10
			833936-00	GUY WIRE	2,439.60	2 21561	2,439.60
			833937-00	CONNECTORS, WASHERS	602.63	2 21561	602.63
					3,887.76		3,887.76
47647	64060	ROAD BUILDERS MACHINERY&SUI	S14905	MISC 999-REPAIR DOZER	1,145.12	2 95146	1,145.12
47648	65025	RUTT'S HEATING & A. C.	38594	MAIN21-13 INSTALL HVAC SYSTEM	4,500.00	2 25115	4,500.00
47649	65275	S O S PORTABLE TOILETS, INC.	46231	PORTABLE TOILET RENTAL	230.05	1 15750	230.05
47650	67275	SENTRY EQUIPMENT CORP.	207665	MISC 999 CATION RESIN REFILL	886.21	2 75025	886.21
47651	67325	SERVI-TECH, INC.	H-981884	WATER TESTING	51.42	1 35531	51.42
			H-981885	WATER TESTING	45.12	1 30386	45.12
			H-981887	WATER TESTING	162.81	1 45431	162.81
			H-981892	WATER TESTING	45.12	1 30386	45.12
			H-981910	WATER TESTING	12.60	1 35079	12.60
			H-981914	WATER TESTING	162.81	1 45431	162.81
			H-981928	WATER TESTING	6.30	1 35531	6.30
			H-981942	WATER TESTING	45.12	1 30386	45.12
			H-981945	WATER TESTING	395.52	1 35079	395.52
			H-981957	WATER TESTING	42.24	1 35531	42.24
			H-981961	WATER TESTING	6.30	1 35531	6.30
			H-981962	WATER TESTING	132.48	1 35531	132.48
			H-981965	WATER TESTING	162.81	1 45431	162.81
			H-981975	WATER TESTING	45.12	1 30377	45.12
			H-981985	WATER TESTING	569.28	1 35531	569.28
			H-981986	WATER TESTING	236.74	1 35079	236.74
			H-981992	WATER TESTING	162.81	1 45431	162.81
			H-981999	WATER TESTING	21.12	1 35531	21.12
			H-982000	WATER TESTING	21.12	1 30377	21.12
			H-982032	WATER TESTING	93.66	1 35079	93.66
			H-982033	WATER TESTING	45.12	1 35531	45.12
			H-982044	WATER TESTING	87.36	1 35079	87.36
			H-982049	WATER TESTING	90.24	1 30377	45.12
				WATER TESTING		1 30386	45.12
			H-982050	WATER TESTING	162.81	1 45431	162.81
			H-982055	WATER TESTING	90.24	1 35531	90.24
			H-982065	WATER TESTING	90.24	1 30377	45.12
				WATER TESTING		1 30386	45.12
			H-982074	WATER TESTING	21.12	1 35531	21.12
			H-982104	WATER TESTING	12.60	1 35532	12.60
					3,020.23		3,020.23
47652	67900	SHIRT SHACK HASTINGS	H12609	COOLERS	2,937.50	1 69270	2,937.50
47653	68070	SIDLO, DAN	080621	MISC 999 BOOT REIMBURSEMENT	120.93	2 79275	120.93
47654	68915	SOUICIE FARMS	090321	TRANSPORT BIOSOLIDS	3,315.00	1 45422	3,315.00
47655	69175	SOUTHERN POWER DISTRICT	4908002 083121	MAXON AVE POWER	237.93	1 45026	237.93
47656	69968	SPRING FRESH CLEANING SERVIC	3735	AUGUST JANITORIAL SERVICES	5,495.52	1 69330	5,495.52

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Check No	Supplier	Supplier Name	Invoice Number	Invoice Description	Invoice Amt	Charge Code	GL Amount
47657	70225	STANGE, MARTY	080921	BOOT REIMBURSEMENT	65.00	1 69270	65.00
47658	71425	SULLIVAN SHOEMAKER PC LLO	33313	LEGAL SERVICES	441.00	1 39230	441.00
47659	71575	SUNSET LAWNS AND LANDSCAPIN	31118	REPLACE LAWN @ NDS	3,900.00	1 60171	3,900.00
47660	73175	TEST AMERICA INC.	3100049212	WATER TESTING	850.00	1 35532	850.00
			3100049352	MISC 999 WATER TESTING	195.00	2 25065	195.00
			3100049695	WATER TESTING	202.50	1 35079	202.50
					1,247.50		1,247.50
47661	73575	THOMSEN OIL CO	294748	MISC 999 DIESEL FUEL	512.25	2 95015	512.25
			294755	MISC 999 DIESEL FUEL	1,080.31	2 75065	1,080.31
			294756	MISC 999 DIESEL FUEL	1,704.50	2 95015	1,704.50
			294762	MISC999-DIESEL FUEL	1,332.00	2 95015	1,332.00
			294769	DIESEL FUEL	3,930.00	1 61511	3,930.00
			294773	UNLEADED GASOLINE	3,810.00	1 61511	3,810.00
			294774	MISC999-DIESEL FUEL	1,701.25	2 95015	1,701.25
			294797	MISC 999 DIESEL FUEL	2,247.75	2 95015	2,247.75
			294808	MISC 999 DIESEL FUEL	1,543.75	2 95015	1,543.75
					17,861.81		17,861.81
47662	75375	U S A BLUE BOOK	696445	HOSE RAMPS	1,799.34	1 35522	1,799.34
47663	75740	UNISAN	I-AM-34315	MISC 999 HAND CLEANER	517.02	2 75065	517.02
47664	77050	VERIZON WIRELESS	9886888939	CELL PHONE SERVICE	3,709.85	1 19210	555.01
				CELL PHONE SERVICE		1 39210	532.98
				CELL PHONE SERVICE		1 69210	604.43
				CELL PHONE SERVICE		1 619210	581.02
						2 29210	1,125.45
						2 75065	310.96
					3,709.85		3,709.85
47665	77450	VIVIAL	00396222 082221	ADVERTISING	25.65	1 69210	25.65
47666	78775	WEAR-CONCEPTS, INC.	83963	MISC 999 WEAR COMPOUND	857.29	2 75125	857.29
47667	79125	WELLS FARGO BANK NEBRASKA F	21070001101	E BOX FEES	1,422.93	1 69030	1,422.93
47668	79275	WESCO RECEIVABLES CORP	751831	CONDUIT STRAPS	4.15	2 21561	4.15
47669	79527	WHITE, MATTHEW	081521	MISC 999 BOOT REIMBURSEMENT	80.25	2 79275	80.25
47670	79975	WINDSTREAM NEBRASKA INC	091774858 082721	PHONE & INTERNET SERVICE	1,162.74	1 15460	70.40
				PHONE & INTERNET SERVICE		1 35053	454.61
				PHONE & INTERNET SERVICE		1 45023	30.08
				PHONE & INTERNET SERVICE		1 45421	48.24
						1 69210	361.30
						1 619210	30.82
						2 25050	20.81
						2 25050	129.72
						2 25700	16.76
					1,162.74		1,162.74
47671	80275	WOODWARD'S DISPOSAL SERVICE	9013-1940	AUGUST GARBAGE DISPOSAL	404.50	1 69030	25.00
				AUGUST GARBAGE DISPOSAL		1 69187	25.00
				AUGUST GARBAGE DISPOSAL		1 69210	25.00
				AUGUST GARBAGE DISPOSAL		1 69330	310.50
						2 29212	19.00
			9013-1941	AUGUST GARBAGE DISPOSAL	1,282.50	1 45421	1,282.50
			9013-1942	MISC 999 AUG GARBAGE DISPOSAL	410.53	2 75065	410.53
			9013-1943	AUGUST GARBAGE DISPOSAL	698.93	1 69206	698.93
					2,796.46		2,796.46
47672	81025	ZIEMBA ROOFING CO.	10262	REPAIR ROOF	150.00	2 25520	150.00
47673	R6164	SANDI J MEADS	01040575-08	CUSTOMER REFUND	536.97	1 61841	536.97
47674	R6165	FIRST CHRISTIAN CHURCH	02081045-40	CUSTOMER REFUND	358.89	1 61841	358.89
47675	R6166	SALVATION ARMY	03100230-21	CUSTOMER REFUND	67.72	1 61841	67.72
47676	R6167	LAINE R DEVRIES	03121194-26	CUSTOMER REFUND	45.40	1 61841	45.40
47677	R6168	DENNIS I ROTH	05201110-01	CUSTOMER REFUND	200.00	1 61841	200.00
47678	R6169	VENTURA MONTOYA GONSALEZ	06221400-28	CUSTOMER REFUND	63.96	1 61841	63.96
47679	R6170	RITA R SPEER	06221405-27	CUSTOMER REFUND	16.45	1 61841	16.45

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47680	R6171	ALEXIS L KALINSKI	08312350-12	CUSTOMER REFUND	8.99	1 61841	8.99
47681	R6172	CARMEN R GIL	10381042-33	CUSTOMER REFUND	20.94	1 61841	20.94
47682	R6173	KAMRYN A MAYBON	10381874-24	CUSTOMER REFUND	47.78	1 61841	47.78
47683	R6174	MARIA A BUENO	11410160-00	CUSTOMER REFUND	245.53	1 61841	245.53
47684	R6175	CAITLIN F TIBBS	13500050-29	CUSTOMER REFUND	79.37	1 61841	79.37
47685	R6176	COMMUNITY ACTION	16631510-41	CUSTOMER REFUND	36.52	1 61841	36.52
47686	R6177	KOBEY J SIMONS	17662014-24	CUSTOMER REFUND	24.72	1 61841	24.72
47687	R6178	CHRISTINE L GREALISH	17670432-19	CUSTOMER REFUND	104.98	1 61841	104.98
47688	R6179	CARP BODE SUBS INC	20755430-02	CUSTOMER REFUND	857.90	1 61841	857.90
47689	R6180	KATHRYN K SCHUTTE	20781006-00	CUSTOMER REFUND	100.26	1 61841	100.26
47690	R6181	SID #1 OF CLAY COUNTY, NEBRAS	22822330-02	CUSTOMER REFUND	1,408.99	1 61841	1,408.99
47691	R6182	DAS STATE ACCOUNTING	11430610-12	CUSTOMER REFUND	61.51	1 61841	61.51

Check Report Total 1,471,086.35

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Check No	Supplier	Supplier Name	Invoice Number	Invoice Description	Invoice Amt	Charge Code	GL Amount
603916	30575	GREAT WEST LIFE	082021	PENSION DEPOSIT	92,244.66	1 62415	92,244.66
			082021-1	DEFERRED COMP	4,077.72	1 62417	4,077.72
			082021-2	ROTH CONTRIBUTIONS	14,010.43	1 62417	14,010.43
			090321	PENSION DEPOSIT	93,820.88	1 62415	93,820.88
			090321-1	DEFERRED COMP	4,020.31	1 62417	4,020.31
			090321-2	ROTH CONTRIBUTIONS	13,951.58	1 62417	13,951.58
					222,125.58		222,125.58
603917	34375	HERITAGE BANK	083121	INTERNET FEES	15.00	1 69210	15.00
603918	53275	NE DEPT. OF REVENUE	073121-1	NE SALES & USE TAX-JULY	248,753.93	1 62421	245,872.86
					248,753.93	2 22421	2,881.07
							248,753.93
603919	53775	NEBRASKA CHILD SUPPORT	082021	REMIT CHILD SUPPORT	2,540.25	1 62410	2,540.25
			090321	REMIT CHILD SUPPORT	2,540.25	1 62410	2,540.25
					5,080.50		5,080.50
603920	57170	OPTIMUM BANK	082021	EMPLOYEE HSA DEDUCTIONS	6,739.65	1 62404	6,739.65
			090321	EMPLOYEE HSA DEDUCTIONS	6,739.65	1 62404	6,739.65
					13,479.30		13,479.30
603921	76225	UNITED STATES TREASURY	082021	FIT & FICA WITHHOLDING	145,591.32	1 62411	59,468.78
						1 62413	86,122.54
			090321	FIT & FICA WITHHOLDING	146,039.80	1 62411	59,891.76
						1 62413	86,148.04
					291,631.12		291,631.12
603922	10400	BURLINGTON NORTHERN/SANTA I	248591602	COAL FREIGHT CHARGE	176,058.90	2 22324	176,058.90
			248731495	COAL FREIGHT CHARGE	176,058.90	2 22324	176,058.90
					352,117.80		352,117.80
603923	27070	G D S ASSOCIATES, INC	0197446	NERC CONSULTING	2,227.50	2 29230	2,227.50
603924	45205	M & T BANK-457	082021	EMPLOYEE DEFERRED COMP	250.00	1 62417	250.00
			090321	EMPLOYEE DEFERRED COMP	250.00	1 62417	250.00
					500.00		500.00
603925	58540	PAYMENTU CORP	INV-15-114707	CREDIT CARD PMT TRANSACTION F	4,816.75	1 69031	4,816.75
603926	58550	PEABODY ENERGY	5000065285	COAL	131,271.53	2 22324	131,271.53
			90902737	COAL	1,552.50	2 22324	1,552.50
			90903414	COAL	37.76	2 22324	37.76
					132,861.79		132,861.79
603927	72300	TALLGRASS INTERSTATE GT, LLC	TIG072021363066	GAS PIPELINE TRANSPORTATION	85,434.79	1 62321	85,434.79
603934	75415	U S BANK	5900 0488 1021 08	RUSS'S-TREATS/SAFETY 811 DAY	106.17	1 69270	106.17
			5900 0488 1021 08	WALMART-TREATS/SAFETY 811 DA	23.76	1 69270	23.76
			5900 0559 1256 08	ULINE-PALLETS, SPILL CONTAINME	1,965.47	1 69206	1,965.47
			5900 0570 0345 08	NE WIND/SOLAR-CONFR REGISTRA	268.48	1 69220	268.48
			5900 0574 2479 08	A WITTE SALES-FOUNTAIN SUPPLIE	96.86	1 60167	96.86
			5900 0574 2479 08	RLI INS-NOTARY BOND	50.00	1 619300	50.00
			5900 0574 2503 08	GRACE'S LOCK-REPAIR LOCK	95.77	2 25110	95.77
			5900 0574 2503 08	WALMART-WATER	35.88	2 25110	35.88
			5900 0574 2503 08	BIG G-SOCKET	9.65	2 25140	9.65
			5900 0574 2511 08	NAPA-BATTERIES	600.86	1 69206	600.86
			5900 0574 2511 08	AUTO VALUE-FREON	15.38	1 61843	15.38
			5900 0574 2511 08	AUTO VALUE-CORE REMOVER	17.26	1 61847	17.26
			5900 0574 2511 08	NAPA-WATERPUMP	82.80	1 61842	82.80
			5900 0574 2511 08	NAPA-PRE MIX	25.63	1 61847	25.63
			5900 0574 2511 08	NAPA-AIR FILTER	24.10	1 69330	24.10
			5900 0574 2511 08	AUTO VALUE-GASKET SET	17.54	1 61842	17.54
			5900 0574 2511 08	NAPA-FILTERS	100.51	1 61847	100.51
			5900 0574 2511 08	NAPA-FILTERS	107.73	1 61847	107.73
			5900 0574 2511 08	NAPA-WATERPUMP, BELT KIT	313.78	1 61842	313.78
			5900 0574 2511 08	AUTO VALUE-BRAKE CLEANER	153.52	1 61847	153.52
			5900 0574 2511 08	M FREIND EQUIP-MARKERS	104.00	1 61847	104.00
			5900 0574 2511 08	HASTINGS FORD-TPMS	246.06	1 61842	246.06
			5900 0574 2511 08	NAPA-TOOLS	42.00	1 61842	42.00
			5900 0574 2511 08	NAPA-FILTERS	11.69	1 61842	11.69
			5900 0574 2511 08	AMAZON-GASKET SET	286.42	1 61842	286.42
			5900 0574 2511 08	AUTO ZONE-MANUAL	26.74	1 61847	26.74
			5900 0574 2511 08	OREILLY-BOLTS	53.05	1 61842	53.05
			5900 0574 6298 08	ALLIED ELECT-POLE LIGHT BOXES	331.92	1 45460	331.92
			5900 0574 6298 08	RADWELL-MCC OVERLOAD RELAY	1,590.54	1 45460	1,590.54
			5900 0574 6298 08	BORDER STATES-TERMINAL	465.45	1 45460	465.45
			5900 0574 6298 08	NAPA-LIP SEALS	27.40	1 45461	27.40
			5900 0574 6298 08	GRAINGER-HUB BOX ADAPTERS	330.50	1 45460	330.50
			5900 0574 6298 08	DATA POWER-LAB FIELD TECH	976.48	1 45461	976.48
			5900 0574 6298 08	MATHESON-TUNGSTEN, STRIKERS,	127.55	1 45430	127.55
			5900 0574 6298 08	FASTENAL-BOLTS, DRILL BITS	73.25	1 45461	73.25

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			5900 0574 6298 08	BDI-SEALS	16.76	1 45461	16.76
			5900 0574 6298 08	ALLIED ELECT-HOUR METER CASE	92.64	1 45051	92.64
			5900 0574 6298 08	ALLIED ELECT-J BOX, VFD CABLE	574.28	1 45460	574.28
			5900 0574 6298 08	ECHO-CONDUIT LBS	409.17	1 45460	409.17
			5900 0574 6298 08	KELLY-LOVJOY COUPLINGS	81.67	1 45461	81.67
			5900 0574 6298 08	LARSON ELECT-EX PROOF DISCON	1,148.25	1 45460	1,148.25
			5900 0574 6298 08	GRAINGER-CIRCUIT BREAKER	63.00	1 40348	63.00
			5900 0574 6298 08	GRAINGER-CABLE PROTECTORS	1,297.74	1 40348	1,297.74
			5900 0574 6298 08	ACE-PAINT	9.79	1 45461	9.79
			5900 0574 6298 08	ALLIED ELECT-HOUR METER CASE	87.52	1 45051	87.52
			5900 0574 6298 08	ALLIED ELECT-J BOXES	114.56	1 45461	114.56
			5900 0574 6298 08	GRAINGER-FAN MOTOR	166.52	1 45451	166.52
			5900 0574 6298 08	ALLIED ELECT-ENCLOSURE	139.02	1 45461	139.02
			5900 0574 6298 08	KELLY-PIPE FITTINGS	300.11	1 45460	300.11
			5900 0574 6314 08	AMAZON-WHEEL WRENCH	147.57	1 45430	147.57
			5900 0574 6314 08	KULLS-ELBOWS, COUPLINGS	57.70	1 45450	57.70
			5900 0574 6314 08	GARRETT-TRAILER TIRE	264.65	1 45461	264.65
			5900 0574 6314 08	WALMART-FAB LAV, HARDBOARD, \	13.10	1 45430	13.10
			5900 0574 6314 08	AMAZON-DRIERITE DESICCANT	95.35	1 45431	95.35
			5900 0574 6314 08	AMAZON-BADGE HOLDERS, LANYAI	30.96	1 45430	30.96
			5900 0574 6314 08	AMAZON-CLASP ENVELOPES	34.57	1 49210	34.57
			5900 0574 6314 08	BOSSELMAN-OIL	1,125.28	1 45460	1,125.28
			5900 0574 6314 08	KULLYS-CORE BIT	333.09	1 45430	333.09
			5900 0574 6314 08	AMAZON-STORAGE BINS	53.89	1 45430	53.89
			5900 0574 6314 08	STAMPS & MORE-LAMINATE	1.27	1 45430	1.27
			5900 0574 6314 08	GARRETT-TRAILER TIRE PATCH	55.65	1 45461	55.65
			5900 0574 6314 08	MUNICIPAL-VALVE LIDS	67.50	1 45450	67.50
			5900 0574 6314 08	NEWPIG-SPILL CONTAINMENT KITS	838.83	1 45430	838.83
			5900 0574 6314 08	MENARDS-HYDRAULIC PATCH	53.49	1 45460	53.49
			5900 0574 6314 08	SHIELD MAGNETICS-FORKLIFT MAC	1,695.00	1 45422	1,695.00
			5900 0574 6314 08	NAPA-BENCH GRINDER, BELTS	397.69	1 45430	397.69
			5900 0574 6314 08	KULLYS-HAMMER DRILL BITS	294.79	1 45430	294.79
			5900 0574 6314 08	BIG G-SPARK PLUGS, OIL	19.58	1 45470	19.58
			5900 0574 6314 08	MENARDS-FLOOR SQUEEGE	29.64	1 45430	29.64
			5900 0574 6314 08	NAPA-BATTERY CHARGER	179.00	1 45480	179.00
			5900 0574 6314 08	GRAINGER-MOTOR, GRINDER STAN	352.20	1 45430	352.20
			5900 0574 6314 08	USABB-BIOAUGMENTATION PRODU	1,361.90	1 45422	1,361.90
			5900 0574 6314 08	NUTRIEN AG-WEED KILLER	895.40	1 45470	895.40
			5900 0574 6314 08	BDI-BEARINGS	504.63	1 45460	504.63
			5900 0574 6314 08	GARRETT-MOWER TIRE REPAIR	55.65	1 45500	55.65
			5900 0574 6314 08	LONM-BACKFLOW TRAINING	70.00	1 49220	70.00
			5900 0598 4998 08	EB NEBR-NE NUCLEAR FORUM REC	250.00	1 69187	125.00
						1 69220	125.00
			5907 0021 0046 08	GRAHAM TIRE-TRAILER TIRE	131.43	1 15750	131.43
			5907 0021 0046 08	KULLY-PIPE THREADER JAWS	190.05	1 15750	190.05
			5907 0021 0046 08	RUNZA-MEAL WORK @ LUNCH	53.85	2 20171	53.85
			5907 0021 0046 08	CRNHSKER CLEAN-SPoil VAC PAR	220.00	1 61843	220.00
			5907 0021 0046 08	BIG G-WHEELBARROW	128.39	1 15750	128.39
			5907 0021 0046 08	RUNZA-MEAL WORK @ LUNCH	19.98	1 10354	19.98
			5907 0021 0046 08	KELLY-WATER TANK PARTS	174.92	1 61843	174.92
			5907 0021 0046 08	DITCH WITCH-DRILL JAWS	252.93	1 61843	252.93
			5907 0021 0046 08	MENARDS-RESPIRATORS	171.07	1 15750	171.07
			5908 0020 8874 08	NAPA-SOCKET SETS	88.78	1 15750	88.78
			5908 0020 8874 08	KELLY-CLAMPS, ADAPTORS	13.08	1 15750	13.08
			5908 0020 8874 08	RUNZA-MEAL WORK DURING LUNC	71.17	1 15731	71.17
			5910 0257 5052 08	MISC999 DUTTON-FUSES	60.46	2 75115	60.46
			5910 0257 5052 08	MISC999 BIG G-SPRAY PAINT, VAC	25.12	2 75065	25.12
			5910 0257 5052 08	MISC999 POWERHOUSE-OIL	76.98	2 95146	76.98
			5910 0257 5052 08	ADMIN21-1 SHERWIN WILLIA-PAINT	169.16	2 75065	169.16
			5910 0257 5052 08	MISC999 NAPA-BELTS	37.64	1 61842	37.64
			5910 0257 5052 08	MISC999 DUTTON-STRUTS	108.34	2 75115	108.34
			5910 0257 5052 08	ADMIN21-1 BIG G-PAINT, BATTERI	86.28	2 75065	35.50
						2 75065	50.78
			5910 0257 5052 08	MISC999 NAPA-FILTERS, BRAKLEEN	203.53	1 61842	11.51
						2 75065	166.28
						2 95146	25.74
			5910 0257 5052 08	MISC999 NUTRIEN AG-PROPANE	17.09	2 75065	17.09
			5910 0257 5052 08	MISC999 FASTENAL-WINGNUTS	11.84	2 75065	11.84
			5910 0257 5052 08	MISC999 MIDWEST STEEL-ALUM PL	279.04	2 25124	279.04
			5910 0257 5052 08	MISC999 MENARDS-CAULK GUN, TA	34.67	2 75065	34.67
			5910 0257 5052 08	MISC999 LINWELD-CUP BRUSHES	179.40	2 25064	179.40
			5910 0257 5052 08	MISC999 EAKES-USB DRIVE	73.73	2 75065	73.73
			5910 0257 5052 08	MISC999 BIG G-COMMAND HOOKS	8.44	2 75065	8.44
			5910 0257 5052 08	MISC999 NAPA-SOCKET	18.71	2 25064	18.71
			5910 0257 5052 08	MISC999 MENARDS-HAMMER	10.69	2 25064	10.69
			5910 0257 5052 08	MISC999 NUTRIEN AG-PROPANE	18.99	2 75065	18.99
			5910 0257 5052 08	MISC999 WALGREENS-MARKERS	5.87	2 75065	5.87
			5910 0257 5052 08	MISC999 ZORO-ACTUATOR	379.63	2 25115	379.63
			5910 0257 5052 08	MISC999 KELLY-FILTERS, FITTING	321.54	2 85145	321.54
			5910 0257 5052 08	MISC999 BIG G-VELCRO	11.64	2 75065	11.64
			5910 0257 5052 08	MISC999 DUTTON-WIRE	28.32	2 85115	28.32
			5910 0257 5052 08	MISC999 NAPA-FILTERS	253.47	2 95146	253.47

Distribution Register by Check



ACH PAYMENTS

Printed: 9/7/2021 9:10

From Check Date: 09/07/2021 - To Check Date: 09/07/2021

Check No	Supplier	Supplier Name	Invoice Number	Invoice Description	Invoice Amt	Charge Code	GL Amount
			5910 0257 5052 08	MISC999 FASTENAL-WINGNUTS	13.62	2 75065	13.62
			5910 0257 5052 08	MISC999 NE TRK CNTR-BRAKE PAD	64.42	2 95146	64.42
			5910 0257 5052 08	MISC999 BIG G-PAPER TOWELS	21.38	2 75065	21.38
			5910 0257 5052 08	MAIN21-12 HOME DEPOT-IMPACTS	1,017.86	2 25064	1,017.86
			5910 0257 5052 08	MAIN21-12 TOOFAST-CASE, CABLE	210.71	2 25064	210.71
			5910 0257 5052 08	MISC999 KELLY-CHAIN, CABLE FLU	172.78	2 75065	172.78
			5910 0257 5052 08	MISC999 FASTENAL-SCREWS, DRIN	126.11	2 75065	126.11
			5910 0257 5052 08	MISC999 BIG G-SPRAY PAINT	9.07	2 75065	9.07
			5910 0257 5052 08	MISC999 BIG G-SPRAY PAINT	4.54	2 75065	4.54
			5910 0257 5052 08	ADMIN21-1 BIG G-WALL PATCHES	11.64	2 75065	11.64
			5910 0257 5052 08	MISC999 HAST FORD-DOOR HANDL	10.48	1 61842	10.48
			5910 0257 5052 08	MISC999 MENARDS-FLEXPASTE, KE	37.31	2 75065	5.34
						2 95126	31.97
			5910 0257 5052 08	MISC999 FASTENAL-EYE RINGS	194.90	2 75065	194.90
			5910 0257 5052 08	MISC999 DUTTON-ELECT FITTINGS	36.29	2 75115	36.29
			5910 0257 5052 08	MISC999 MSC-SOAP	297.83	2 75065	297.83
			5910 0257 5052 08	MISC999 BIG G-SNAP RINGS	18.21	2 75065	18.21
			5910 0257 5052 08	MISC999 BIG G-SPRY PNT, CASTER	130.89	2 75065	130.89
			5910 0257 5052 08	MAIN21-24 FASTENAL-NUTS, BOLTS	785.63	2 25125	785.63
			5910 0257 5052 08	MISC999 SURPLUS CNTR-BRTHR C/	17.23	2 95126	17.23
			5910 0257 5052 08	MISC999 WALMART-PAINT, DETERG	69.34	2 75065	8.47
						2 95065	60.87
			5910 0257 5052 08	MISC999 NAPA-FILTER, WASHER FL	24.06	1 61842	14.08
						2 95126	9.98
			5910 0257 5052 08	MISC999 NUTRIEN AG-PROPANE	13.23	2 75065	13.23
			5910 0257 5052 08	MISC999 BIG G-TRASH CAN, GLUE	35.85	2 95065	35.85
			5910 0257 5052 08	NDS21-12 MENARDS-SCREWS	28.44	2 25110	28.44
			5910 0257 5052 08	MISC999 NAPA-FILTERS, FUEL TRE	67.02	2 95126	67.02
			5910 0257 5052 08	MISC999 BOSSELMANS-FUEL PUMF	659.09	2 95126	659.09
			5910 0257 5052 08	MISC999 MSC-ORINGS	9.52	2 75125	9.52
			5910 0257 5052 08	MISC999 FASTENAL-GREASE GUN 1	125.19	2 95065	125.19
			5910 0257 5052 08	MISC999 FASTENAL-HEADLAMPS	183.13	2 75065	183.13
			5910 0257 5052 08	MISC999 LINWELD-HEADLINERS	8.75	2 75065	8.75
			5910 0257 5052 08	MISC999 DUTTON-LAMPS	76.83	2 95115	76.83
			5910 0257 5052 08	MISC999 WALMART-PAINT, TACKS	10.74	2 75065	10.74
			5910 0257 5052 08	MISC999 NAPA-RADIATOR TABLETS	4.58	2 95126	4.58
			5910 0257 5052 08	MISC999 KELLY-GAUGE	29.67	2 75125	29.67
			5910 0257 5052 08	MISC999 BIG G-FILTERS, PAINT	86.51	2 75065	86.51
			5910 0257 5052 08	MISC999 KULLY-PIPE ACCESSORIE:	21.21	2 75125	21.21
			5910 0257 5052 08	MISC999 BIG G-SPRAY PAINT	25.68	2 75065	25.68
			5910 0277 6460 08	BIG G-HOSES, SPRAY NOZZLE	53.37	1 60167	53.37
			5910 0277 6460 08	BIG G-FASTENERS, LUMBER, NUTS	225.89	1 69330	225.89
			5910 0277 6460 08	MENARDS-SHELVING UNIT	62.01	1 60167	62.01
			5910 0277 6460 08	MENARDS-MOTION SENSOR SWITC	40.05	1 69330	40.05
			5910 0277 6460 08	NAPA-ORINGS, SILICONE GREASE	19.79	1 60167	19.79
			5910 0277 6460 08	MENARDS-PIPE WRENCHES	36.36	1 60167	36.36
			5910 0277 6460 08	MENARDS-TOOL SET	176.54	1 60167	176.54
			5910 0277 6460 08	BIG G-FASTNERS	7.47	1 69330	7.47
			5910 0277 6460 08	LANDMARK IMPL-ROOF ANTENNA	36.97	1 69330	36.97
			5910 0277 6460 08	K&G PLUMBING-WATERHEATER	1,672.65	1 69330	1,672.65
			5910 0277 6460 08	HOLLING PLUMB-REPLACE DRAIN L	172.28	1 69330	172.28
			5910 0277 6460 08	GRACE'S LOCK-KEYS MADE	10.70	1 69330	10.70
			5910 0277 6460 08	HOWARDS GLASS-CONVEX MIRROI	169.60	1 69270	169.60
			5910 0277 6460 08	MENARDS-WALL CLOCK, SEALER	27.03	1 60159	27.03
			5910 0277 6460 08	BIG G-CAULKING GUN	25.35	1 69330	25.35
			5920 0020 5411 08	BONE SAFETY-STOP/SLOW PADDLE	577.04	2 25820	577.04
			5920 0020 5411 08	BUBBA ROPE-JUMBO RECOVERY R	642.79	2 25820	642.79
			5920 0020 5411 08	AUTO VALUE-ERASER PAD	12.83	2 20001	12.83
			5921 0020 4405 08	SHOWCASE-CONDUIT	85.04	2 20013	85.04
			5921 0020 4405 08	GRAHAM TIRE-TRUCK TIRE	421.37	2 21844	421.37
			5921 0020 4405 08	RUNZA-MEAL WORK DURING LUNC	10.99	2 20171	10.99
			5922 0020 3174 08	GRAINGER-WALL MOUNTED DESKS	1,101.06	1 35522	1,101.06
			5922 0020 3174 08	MUNICIPAL-MJ RESTR FLANGES,CA	360.06	1 30377	360.06
			5922 0020 3174 08	MENARDS-BOX FAN, SEALANT	92.97	1 35052	92.97
			5923 0020 2134 08	MUNICIPAL-MJ RESTRAIN FLANGE	64.00	1 30386	64.00
			5923 0020 2134 08	MUNICIPAL-MJ RESTRAIN FLANGES	208.92	1 30386	208.92
			5923 0020 2134 08	MUNICIPAL-SEWER CAPS	18.44	1 14083	18.44
			5923 0020 2134 08	KULLY-SEWER COUPLING	12.82	1 35580	12.82
			5923 0020 2134 08	MENARDS-INFRARED TEMP GUN, F	39.94	1 35522	39.94
			5923 0020 2134 08	BIG G-SPRINKLER HEAD, FITTING	13.48	1 35580	13.48
			5923 0020 2134 08	MENARDS-SS SCREWS	7.48	1 14083	7.48
			5923 0020 2134 08	MUNICIPAL-MJ RESTRAIN FLANGES	1,363.88	1 30377	1,363.88
			5923 0020 2134 08	MUNICIPAL-SMOOTH JAW CORP W/	107.00	1 35522	107.00
			5923 0020 2134 08	MUNICIPAL-MJ FOSTER ADAPT, AC	1,669.20	1 30377	1,669.20
			5923 0020 2134 08	JIMMY JOHNS-MEAL WORK @ LUNC	34.90	1 35580	34.90
			5923 0020 2134 08	KULLY-FERNCO COUPLINGS	20.39	1 35580	20.39
			5923 0020 2134 08	MUNICIPAL-MJ CAPS, FLANGES, CC	674.53	1 30377	674.53
			5927 0019 9153 08	AMAZON-CONNECTORS	29.94	2 25600	29.94
			5927 0019 9153 08	MENARDS-RATCHET	26.72	2 25820	26.72
			5928 0019 8444 08	GRAINGER-TIME DELAY RELAY	61.08	1 35052	61.08
			5928 0019 8444 08	ECHO-HANDLE LOCK DEVICE	4.91	1 69330	4.91
			5928 0019 8444 08	CABLEWHOLESALE-MODULAR ADA	42.46	1 35052	42.46

Distribution Register by Check



ACH PAYMENTS

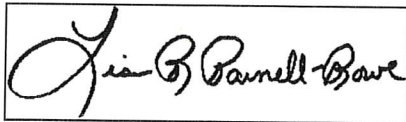
Printed: 9/7/2021 9:10

From Check Date: 09/07/2021 - To Check Date: 09/07/2021

Check No	Supplier	Supplier Name	Invoice Number	Invoice Description	Invoice Amt	Charge Code	GL Amount
			5928 0019 8444 08	DUTTON-J BOX, ELECTRICAL PARTS	131.27	1 35052	131.27
			5928 0019 8444 08	BIG G-ANCHOR BOLTS	14.79	2 25480	14.79
			5928 0019 8444 08	MENARDS-TAPCONS, MISC ANCHOR	89.56	2 25480	89.56
			5928 0019 8444 08	MENARDS-ELECTRICAL PARTS	16.24	2 25480	16.24
			5928 0019 8444 08	ECHO-HANDLE LOCK DEVICE	9.18	2 25480	9.18
			5928 0019 8444 08	DIGIKEY-AXIAL FANS	195.41	1 35052	195.41
			5928 0019 8444 08	DUTTON-FUSES	30.22	1 35052	30.22
			5928 0019 8444 08	DUTTON-ELECTRICAL PARTS	30.09	1 60496	30.09
			5928 0019 8444 08	GRAINGER-LOCKOUT LOCKS	95.02	2 25820	95.02
			5928 0019 8444 08	TRANSCAT-FLUKE METER	454.72	2 25820	454.72
			5928 0019 8444 08	ACME TOOLS-LADDER	179.99	2 25820	179.99
			5928 0019 8444 08	ACME TOOLS-V RUNG	126.99	2 25820	126.99
			5928 0019 8444 08	MENARDS-ELECTRICAL PARTS	15.86	2 20136	15.86
			5931 0019 6724 08	MISC999 AMAZON-PORT CABLE	372.00	2 75037	372.00
			5931 0019 6724 08	MISC999 KULLY-STEEL	37.91	2 25124	37.91
			5931 0019 6724 08	MISC999 GRAINGER-CONTACTOR	599.80	2 85125	599.80
			5931 0019 6724 08	OP21-1 SECRET LAB-CHAIR	438.00	2 75115	438.00
			5931 0019 6724 08	MISC999 MCMASTER-SANDBLAST P	120.01	2 75065	120.01
			5931 0019 6724 08	MAIN21-12 NORTHRN TL-TOOL BOO	38.52	2 25064	38.52
			5931 0019 6724 08	MISC999 AMAZON-CARBINER	58.80	2 75065	58.80
			5931 0019 6724 08	MISC999 JOHNSTONE-VFD	2,524.51	2 25115	2,524.51
			5931 0019 6724 08	MISC999 PIPING RESOURCE-VALVE	68.58	2 85125	68.58
			5931 0019 6724 08	MISC999 BIG G-WATER, NAILS	282.94	2 75065	274.50
						2 75115	8.44
			5931 0019 6724 08	MISC999 LINWELD-GLOVES	27.82	2 75065	27.82
			5931 0019 6724 08	MISC999 LANDMARK-FILTER	70.03	2 75065	70.03
			5931 0019 6724 08	MISC999 NAPA-TRUCK BATTERIES	406.94	2 85126	406.94
			5931 0019 6724 08	MISC999 ZORO-BEARING SPLITTER	630.42	2 25064	630.42
			5931 0019 6724 08	NDS21-12 MENARDS-CORRUGA ME	574.16	2 25110	574.16
					49,259.66		49,259.66
603935	76025	UNITED PARCEL SERVICE	00006838E9331	DELIVERY SERVICE	112.48	1 35531	24.45
						1 69206	16.50
						1 619300	56.54
						2 85127	14.99
			00006838E9341	DELIVERY SERVICE	597.67	1 35531	34.21
						1 35532	339.18
						1 45431	11.95
						1 69206	16.50
						2 25025	16.96
						2 25820	178.87
			00006838E9351	DELIVERY SERVICE	621.97	1 35079	33.48
						1 35531	571.99
						1 69206	16.50
					1,332.12		1,332.12
603936	79325	WESTERN AREA POWER ADMIN.	BFPB000950721	POWER PURCHASES	136,127.78	2 22322	136,127.78
				Checks & ACH Payments	3,016,849.97		
				Less Voided Checks	(270.92)		
				Less Discounts	(39.76)		
				Grand Total	3,016,539.29		
				Combined	1,894,541.33		
				Electric	1,121,997.96		
				Grand Total	3,016,539.29		

**CITY OF HASTINGS
DEVELOPMENT SERVICES DEPARTMENT
MONTH END REPORT FOR AUGUST 2021**

Type of Permit	# of Permits	Fees	Valuation
Electric	30	\$ 2,873.00	\$ -
Gas	22	\$ 470.00	
Plumbing			
Inspection	51	\$ 1,350.00	
Utilities		\$ 3,349.10	
Building			
Issued	13	\$ 2,447.65	\$ 657,949.28
Demolition	1	\$ 100.00	
Sign Permits	12	\$ 360.00	
Fence Permits	9	\$ 270.00	
Street Access Permits	6	\$ 180.00	
Moving Permits	0	\$ -	
Roofing Permits	12	\$ 360.00	
Siding Permits	4	\$ 120.00	
Zoning and Filing Fees		\$ 938.00	
Out of District		\$ -	
Electric Cards		\$ 70.00	
Plumbing Cards		\$ 170.00	
Gas Cards		\$ 240.00	
Electric Exams		\$ -	
Plumbing Exams		\$ 50.00	
Gas Exams		\$ -	
Occupation Tax		\$ -	
Subtotals	160	\$ 13,347.75	\$ 657,949.28
HU Plbg. Reimbursement		\$ 3,283.41	
HU Out of District Fees		\$ -	
Total Collected	160	\$ 10,064.34	\$ 657,949.28



Development Services Director

Parks & Recreation Department

August 2021

The Crosier Park playground installation has been completed. Items remaining are the installation of the rubber surfacing, trees, irrigation, and seeding. We anticipate to open the playground sometime in October.

The Aquacourt officially closed August 15th. The season was a huge success despite staffing challenges. The summer was hot and our numbers reflected it. The new splash playground was very popular. Plans are underway to start hosting lifeguard certification classes this Fall in hopes of attracting more lifeguards next summer. A detailed year end report will be provided in September.

Recreation

The month of August kicked off with Bicycle Sunday Fun Day on the Pioneer Spirit Trail. Five entries were turned in and prizes were awarded in a drawing. Dwayne the Rock Scavenger Hunt was featured at the Big Foot Museum. Clues were given out on social media each week. Three entries were turned in with selfie pictures at the site. The winner received a \$25 gift card to Special Scoops. Community Olympics was cancelled due to only having two teams signed up. On August 21, the department hosted a Disc Golf Tournament for Kool-Aid Days. Forty players played at the Lake Hastings course. On August 24 and 25 Fall Slow Pitch Softball began. Five teams signed up for Coed and five for Men's.

Aquacourt

The last of the water park was August 15. The last couple of weeks was a struggle keeping all three pools open. Lifeguards started leaving as school activities started. Each year it gets tougher to keep the facility staff with school starting earlier. On August 16, Doggie Paddle took place before the water was drained. Eighty-four dogs participated in the event. A season report will be sent out in September once all expenses and revenues are accounted for. For the most part the season was a hot and dry Summer. There were only 2 days the facility did not open. It was a struggle staffing the facility this year.

Parks

We started out the month getting Duncan Field ready for Regionals. Games started on Wednesday the 4th. Wood chips were placed on the playgrounds. Lines had to be replaced at the fields at Smith Complex due to rain. Hieu Nguyen last day working for the Parks was August 9, 2021. Picked up branches and cut down hangers after a storm. Aerated, seeded, and topdressing was done at Smith Complex and Duncan Field. Worked on Brickyard Irrigation. Put up field goal posts at Duncan Field and found the corners. Sprayed at the parks and trails. Interviewed for Maintenance Worker I. Only a few seasonal workers are still with us. Picked up trash and edged Smith Complex Field and Pioneer Trail. Put up safety fence, painted the football field, put out bleachers at Duncan.

Prepared Duncan Field for the Little League celebration.
Held a safety training course on the Boom Truck.

Director's Meetings

8/9 NSAA State Softball
8/10 K&G Plumbing
8/10 Lake Hastings
8/11 Alexander Park lights
8/11 Darren Clarke – 9/11 Ceremony
8/12 Adams County CVB Board
8/13 Staff Evaluations
8/18 American Legion Baseball
8/20 Paula Crozier – Playgrounds
8/23 Parks MWI interviews

Auditorium

 0 of 31 days rented

Cemetery

Adult Burials – 12
Stone Permits – 7
Grave Sales – 14

We have lost all our summer help for the year as school is getting back in session. We have been busy mowing, trimming and watering. We are preparing to do our end of the summer spraying. The hay fields have been cut and hauled away with the second cutting of the year coming.

Section B: Event Agreement

This application must be filed with the Hastings City Clerk at 220 North Hastings Avenue,
Hastings, NE at least 60 days prior to the date of the event.

Fees may be applicable.

(Will accept scanned form emailed to kjacobitz@cityofhastings.org)

Date(s) of Event: 09/18/2021 Event Name: Rock N' Shop - Pacha Soap Co Block Party
Contact Person: Anna Baker Phone: 402-759-1237
Address: 405 W 2nd St Hastings, NE 68901
Email: anna@pachasoap.com Daytime Phone: 402-759-1237
Name of Organization Hosting Event: Pacha Soap Co
Type of Organization: ☒ Corporation ☐ LLC ☐ Other If Other, provide name: _____
Type of Event: Block Party
Example: Running, Biking, Parade, etc. (Held on City Property or Public Right-of-Way)

Will alcohol be served at this event? ☒ Yes ☐ No If yes, license agreement is required.
Please review City Code Section 8-107 for alcohol consumption restrictions on property owned by city.
City fee for fencing is \$200 per event. Fencing fee payable to the City of Hastings Engineering Department, prior to event. Refer to Nebraska Liquor Control Rules and Regulations for fencing requirements.

Will electrical power be needed? ☒ Yes ☐ No (Only permitted where currently available.)

Please describe activities included in this event:
The event will consist of shopping vendors, food trucks and a concert.

Event Location: Hasting St Block between 1st & 2nd Street

- Before an event is scheduled on City owned property, it must receive prior City approval.
- The event should not be held on a public street or roadway. Consider use of off-street trails such as the Pioneer Spirit Trail.
- Please attach map of route of any such event.
- Review City Code Section 13-508 for prohibited acts: discharge of fireworks

Start Time of Event: 4:00 pm End Time of Event: 10:30 pm

I represent that I am authorized to sign the agreement on behalf of the organization hosting this event and, if the event is approved by the City of Hastings, my organization agrees to defend, indemnify and hold the City of Hastings harmless for any loss or claim of loss related to this event.

Anna Baker
Key: 6b118f7878aee4daedfbb14860d5b24

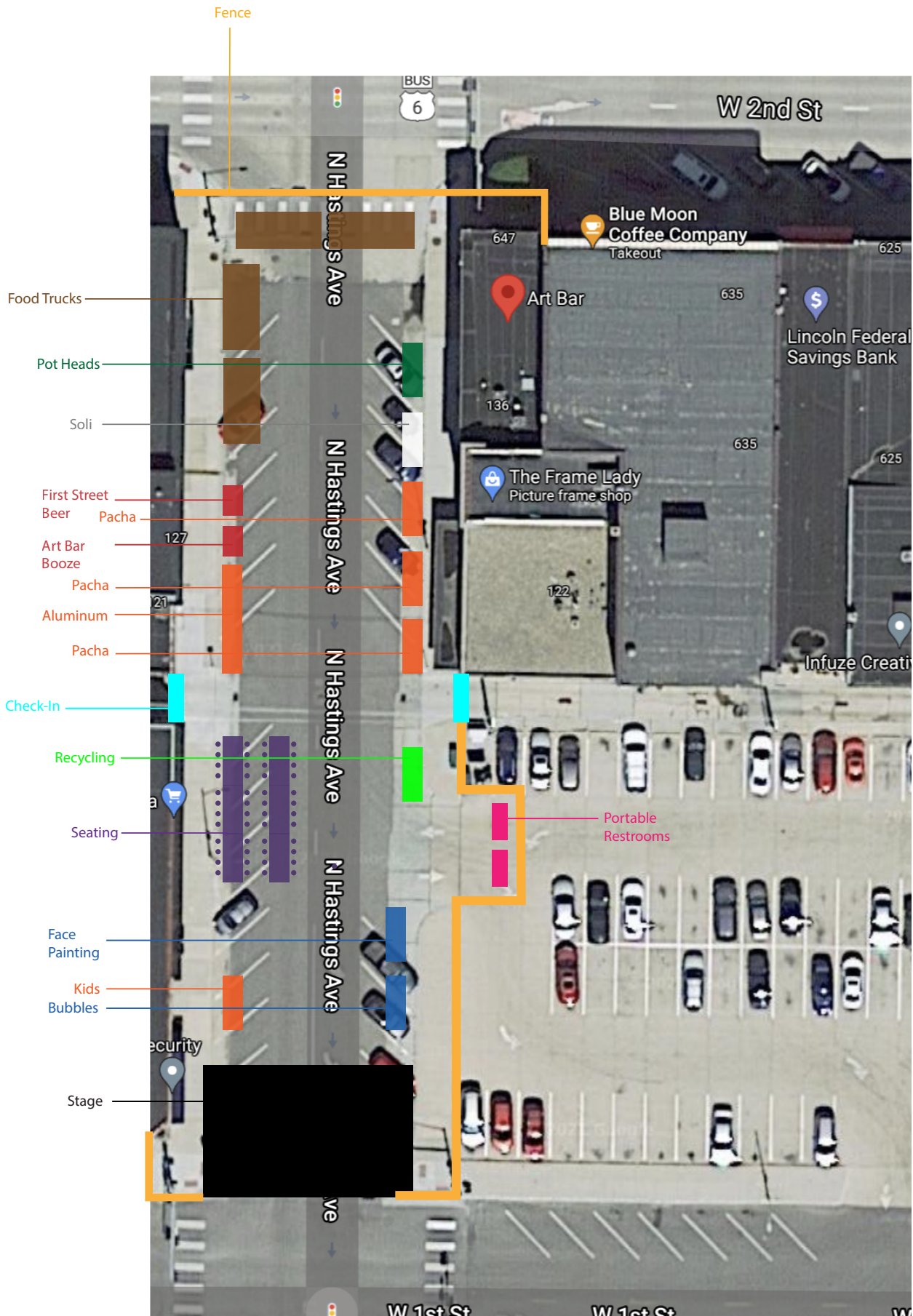
Authorized Signature for Host Organization

08/19/2021
Date

Authorized Signature – City of Hastings

Date of Council Approval

Official Office Use Only





A Member of the Tokio Marine Group

One Bala Plaza, Suite 100, Bala Cynwyd, Pennsylvania 19004
610.617.7900 • Fax 610.617.7940 • PHLY.com

08/16/2021

Pacha Soap Company
405 W 2nd St. Hastings
Hastings, NE 68901

Re: EV77018

Dear Valued Customer:

Thank you very much for choosing Philadelphia Indemnity Insurance Company for your insurance needs. Our first class customer service, national presence and A++ (Superior) A.M. Best financial strength rating have made us the selection by over 150,000 policyholders nationwide. I realize you have a choice in insurance companies and truly appreciate your business.

I wish you much success this year and look forward to building a mutually beneficial business partnership which will prosper for years to come. Welcome to PHLY and please visit PHLY.com to learn more about our Company!

Sincerely,

John W. Glomb, Jr
President & Chief Underwriting Officer
Philadelphia Insurance Companies

JWG/sm

Philadelphia Indemnity Insurance Company

Commercial Lines Policy

THIS POLICY CONSISTS OF:

- DECLARATIONS
 - COMMON POLICY CONDITIONS
 - ONE OR MORE COVERAGE PARTS. A COVERAGE PART CONSISTS OF:
 - ONE OR MORE COVERAGE FORMS
 - APPLICABLE FORMS AND ENDORSEMENTS
-

IN WITNESS WHEREOF, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless signed by our authorized representative.

A handwritten signature in black ink, appearing to be "J. M. H. Jr.", written in a cursive style.

President & Chief Underwriting Officer

A handwritten signature in black ink, appearing to be "Ed. S. ...", written in a cursive style.

Secretary

ALL COMMERCIAL LINES

PRIVACY NOTICE FOR COMMERCIAL LINES

This notice is provided on behalf of Philadelphia Indemnity Insurance Company

PURPOSE OF THIS NOTICE

When you apply for or become an insured under, the insurance policies we issue, we gather certain non-public information or “NPI” about your business and its employees. We are committed to safeguarding the NPI you entrust to us. The purpose of this notice is, therefore, to let you know how we collect, use, share and protect the NPI you provide to us in those contexts.

That means this notice applies only to your business interactions with us involving your application for a quote or as a policy holder. NPI we may collect from you in connection with other interactions, such as when you or your employees visit one of our general interest, publicly accessible websites, is governed by the separate notices and policies we publish on those relevant sites or otherwise provide to you.

When we refer in this notice to your “NPI”, we mean non-public information as that term is generally defined and applied under the New York Department of Financial Services’ Cybersecurity Regulation, the Gramm-Leach-Bliley Act and the National Association of Insurance Commissioners’ Data Security Model Law which includes non-public information about your business, such as financial information, account numbers, loss history, personal non-public information of your employees including social security number, address or medical information and any proprietary information we obtain about your business or your customers.

Due to a variety of factors, including certain explicit exemptions they contain, this notice and the NPI we collect from you in connection with the above-described business interactions **is not** governed by the EU General Data Protection Regulation, its related EU and Swiss Privacy Shield or the California Consumer Privacy Act.

COLLECTING YOUR NPI

In the course of, or as part of a business interaction, we collect your NPI both directly from you, or from the agents, brokers or other intermediaries acting on your or our behalf, as well as from a variety of additional sources including:

- the applications or other forms you provide to us (these forms may contain your name, address, social security number, marital status, date of birth, gender, length of employment, prior insurance information, home ownership, residency history, vehicle type, vehicle use, or driving history)
- your transactions with us, our other affiliates of the Tokio Marine Group as well as third parties (this information would include, for example, premium payment and claims history)
- consumer or independent reporting agencies (for example your motor vehicle report, property inspection report, accident report or claim report)

USING YOUR NPI

We use your NPI in a variety of ways such as creating and issuing a quote, underwriting or otherwise processing and servicing your insurance policy, handling claims you may have and offering you additional products and services that we think may be of interest to you as well as for related research and analytics purposes.

SHARING YOUR NPI

We do not disclose or share any NPI about our customers or former customers outside of the Tokio Marine Group, except as permitted by law. We do not sell or disclose or share your NPI for third party marketing purposes. We do, however, share your NPI with third parties that we use to service your account or process your insurance policy or your claim, or administer related transactions. These third parties may include:

- i your agent, broker or producer
- i independent claims adjusters, investigators, data processors or attorneys
- i persons or organizations that conduct scientific research, including actuarial or underwriting studies
- i an insurance support organization or another insurer, to prevent or prosecute fraud or to properly underwrite the risk
- i another insurer, if you are involved in an accident with their insured
- i State insurance departments or other governmental or law enforcement authorities, if required by law, to protect our legal interests or in cases of suspected fraud or illegal activities
- i a court of law

We also are required to disclose your NPI if we receive a subpoena, search warrant or other court order.

RETAINING YOUR NPI

The NPI we collect is kept in your policy and/or claim files for as long as needed in connection with your business interactions with you and, if longer, as required by law.

HOW WE PROTECT YOUR NPI

We have adopted and implemented a security and privacy program that includes technical, organizational, administrative, and other measures designed to protect, as required by applicable law and in accordance with industry standards, against reasonably anticipated or actual threats to the security of your NPI. Our security program was created by reference to widely recognized standards such as those published by the International Standards Organization and National Institute of Standards and Technology. It includes, among many other things, procedures for assessing the need for, and as appropriate, either employing encryption and multi-factor authentication or using equivalent compensating controls. As part of our security program, we have specific incident response and management procedures that are activated whenever we become aware that your NPI was likely to have been compromised.

CHANGES TO THIS NOTICE

We may amend this notice from time to time and will inform you of these changes as required by law.

QUESTIONS AND CONTACT INFORMATION

If you have any questions about this notice or how we collect, use, share and protect your NPI, please contact the Chief Privacy Officer of TMNA Services, LLC, who acts as the privacy and data security administrator for most of the Tokio Marine Group in North America. The Chief Privacy Officer's contact information is:

Attn: Privacy Office
TMNA Services, LLC
3 Bala Plaza East, Suite 400
Bala Cynwyd, Pennsylvania 19004
610-227-1300



One Bala Plaza, Suite 100
Bala Cynwyd, Pennsylvania 19004
610.617.7900 Fax 610.617.7940
PHLY.com

Philadelphia Indemnity Insurance Company
COMMON POLICY DECLARATIONS

Policy Number:
EV77018

Named Insured and Mailing Address:
Pacha Soap Company
405 W 2nd St. Hastings
Hastings, NE 68901

Producer:
10997
Ellerbrock-Norris Insurance
P.O. Box 816
Hastings, NE 68902
402-463-2461

Policy Period From: 09/18/2021 **To:** 09/19/2021

at 12:01 A.M. Standard Time at your
mailing address shown above.

Business Description: Special Events

Underwriter: Reginald Weiser 609-512-3199

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Commercial Property Coverage Part	
Commercial General Liability Coverage Part	\$275.00
Commercial Crime Coverage Part	
Commercial Inland Marine Coverage Part	
Commercial Auto Coverage Part	
Businessowners	
Workers Compensation	
	Total: \$275.00
Total Includes Federal Terrorism Risk Insurance Act Coverage	\$0.00

FORM (S) AND ENDORSEMENT (S) MADE A PART OF THIS POLICY AT THE TIME OF ISSUE
Refer To Forms Schedule

*Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations

CPD- PIIC (06/14)

Secretary

Authorized Representative

Philadelphia Indemnity Insurance Company

Form Schedule - Policy

Policy Number: EV77018

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

Form	Edition	Description
BJP1901	1298	Commercial Lines Policy Jacket
PP2020	0220	Privacy Policy Notice
CPDPIIC	0614	Common Policy Declarations
Location Schedule	0100	Location Schedule
PICME1	1009	Crisis Management Enhancement Endorsement
IL0021	0908	Nuclear Energy Liability Exclusion Endorsement
IL0017	1198	Common Policy Conditions
IL0259	0907	Nebraska Changes - Cancellation and Nonrenewal

Philadelphia Indemnity Insurance Company

Locations Schedule

Policy Number: EV77018

Premises No.	Bldg. No.	Address
0001	0001	Hastings St (between 1st and 2nd Street) Hastings, NE 68901

Philadelphia Indemnity Insurance Company

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Policy Number: EV77018

Agent # 10997

See Supplemental Schedule

LIMITS OF INSURANCE

\$	3,000,000	General Aggregate Limit (Other Than Products – Completed Operations)
\$	3,000,000	Products/Completed Operations Aggregate Limit (Any One Person Or Organization)
\$	1,000,000	Personal and Advertising Injury Limit
\$	1,000,000	Each Occurrence Limit
\$	300,000	Rented To You Limit
\$	0	Medical Expense Limit (Any One Person)

FORM OF BUSINESS: Corporation

Business Description: Special Events

Location of All Premises You Own, Rent or Occupy: **SEE SCHEDULE ATTACHED**

AUDIT PERIOD, ANNUAL, UNLESS OTHERWISE STATED: This policy is not subject to premium audit.

Classifications	Code No.	Premium Basis	Rates		Advanced Premiums	
			Prem./Ops.	Prod./Comp. Ops.	Prem./Ops	Prod./Comp. Ops.
SEE SCHEDULE ATTACHED						
TOTAL PREMIUM FOR THIS COVERAGE PART:					\$175.00	\$

RETROACTIVE DATE (CG 00 02 ONLY)

This insurance does not apply to "Bodily Injury", "Property Damage", or "Personal and Advertising Injury" which occurs before the retroactive date, if any, shown below.

Retroactive Date: _____

FORM (S) AND ENDORSEMENT (S) APPLICABLE TO THIS COVERAGE PART: Refer To Forms Schedule

Countersignature Date

Authorized Representative

Philadelphia Indemnity Insurance Company

Form Schedule – General Liability

Policy Number: EV77018

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

Form	Edition	Description
Gen Liab Dec	1004	Commercial General Liability Coverage Part Declaration
Gen Liab Schedule	0100	General Liability Schedule
CG0001	0413	Commercial General Liability Coverage Form
CG2100	0798	Exclusion - All Hazards in Connection With Designated Premises
CG2101	1185	Exclusion - Athletic or Sports Participants
CG2106	0514	Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability With Limited Bodily Injury Exception
CG2109	0615	Exclusion - Unmanned Aircraft
CG2116	0413	Exclusion - Designated Professional Services
CG2132	0509	Communicable Disease Exclusion
CG2135	1001	Exclusion - Coverage C - Medical Payments
CG2147	1207	Employment-Related Practices Exclusion
CG2167	1204	Fungi or Bacteria Exclusion
CG2173	0115	Exclusion of Certified Acts of Terrorism
CG2404	0509	Waiver of Transfer of Rights of Recovery Against Others to Us
PIACL001	0120	Absolute Cyber Liability and Electronic Exclusion
PIAS005	1113	Limitation of Coverage to a Specified Event and Event Date
PIAS006	0404	Exclusion - Pyrotechnicians/Fireworks
PIAS007	0404	Exclusion - Performer(s)
PIAS010	0404	Additional Insured: Owners and/or Lessors of Premises, Lessors of Leased Equipment, Sponsors or Co-Promoters
PIAS013	0404	Exclusion - Miscellaneous Activities and Devices
PIAS014	0404	Earned Premium Endorsement (Fully Earned Premium)
PIGL001	0894	Exclusion - Lead Liability
PIGL002	0894	Exclusion - Asbestos Liability
PISAM006	0117	Abuse or Molestation Exclusion
PISE007	1111	Additional Insured Primary and Non-Contributory Insurance

Philadelphia Indemnity Insurance Company

COMMERCIAL GENERAL LIABILITY COVERAGE PART SUPPLEMENTAL SCHEDULE

Policy Number: EV77018

Classifications	Code No.	Premium Basis	Rates		Advance Premiums	
			Prem./Ops.	Prod./Comp. Ops.	Prem./Ops.	Prod./Comp. Ops.
PREM NO. 001 NE ATTENDEES	63218	300 ATTENDANT	\$ 0.225			
ADDITIONAL INSURED						
EVENT PREMIUM					\$ 175.00	
WAIVER OF SUBROGATION					\$ 50.00	
PRIMARY NON-CONTRIBUTORY					\$ 50.00	
TOTAL PREMIUM					\$ 275.00	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**CRISIS MANAGEMENT ENHANCEMENT ENDORSEMENT**

Unless otherwise stated herein, the terms, conditions, exclusions and other limitations set forth in this endorsement are solely applicable to coverage afforded by this endorsement, and the policy is amended as follows:

Solely for the purpose of this endorsement: 1) The words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. 2) The words "we," "us" and "our" refer to the company providing this insurance.

I. SCHEDULE OF ADDITIONAL COVERAGE AND LIMITS

The following is the Limit of Liability provided by this endorsement. This endorsement is subject to the provisions of the policy to which it is attached.

Crisis Management Expense	\$25,000
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II. CONDITIONS**A. Applicability of Coverage**

Coverage provided by your policy and any endorsements attached thereto is amended by this endorsement where applicable. All other terms and conditions of the policy or coverage part to which this endorsement is attached remain unchanged.

B. Limits of Liability or Limits of Insurance

When coverage is provided by this endorsement and any other coverage form or endorsement attached to this policy, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Liability or Limit of Insurance.

C. Claim Expenses

Coverages provided herein are not applicable to the generation of claim adjustment costs by you; such as fees you may incur by retaining a public adjuster or appraiser.

III. ADDITIONAL COVERAGES

A. We will reimburse you for "crisis management emergency response expenses" incurred because of an "incident" giving rise to a "crisis" to which this insurance applies. The amount of such reimbursement is limited as described in Section **II. CONDITIONS, B. Limits of Liability or Limits of Insurance**. No other obligation or liability to pay sums or perform acts or services is covered.

B. We will reimburse only those "crisis management emergency response expenses" which are incurred during the policy period as shown in the Declarations of the policy to which this coverage is attached and reported to us within six (6) months of the date the "crisis" was initiated.

IV. DEFINITIONS

- A. "Crisis" means the public announcement that an "incident" occurred on your premises or at an event sponsored by you.
- B. "Crisis management emergency response expenses" mean those expenses incurred for services provided by a "crisis management firm." However, "crisis management emergency response expenses" shall not include compensation, fees, benefits, overhead, charges or expenses of any insured or any of your employees, nor shall "crisis management emergency response expenses" include any expenses that are payable on your behalf or reimbursable to you under any other valid and collectible insurance.
- C. "Crisis management firm" means any service provider you hire that is acceptable to us. Our consent will not be unreasonably withheld.
- D. "Incident" means an accident or other event, including the accidental discharge of pollutants, resulting in death or serious bodily injury to three or more persons.
- E. "Serious bodily injury" means any injury to a person that creates a substantial risk of death, serious permanent disfigurement, or protracted loss or impairment of the function of any bodily member or organ.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1)** With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2)** Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1)** The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;
- (2)** The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3)** The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (2) The "bodily injury" or "property damage" occurs during the policy period; and

- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible; or
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;

- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

- g.** All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2.** If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

 - a.** The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b.** This insurance applies to such liability assumed by the insured;
 - c.** The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d.** The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e.** The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f.** The indemnitee:

 - (1)** Agrees in writing to:

 - (a)** Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b)** Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c)** Notify any other insurer whose coverage is available to the indemnitee; and
 - (d)** Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2)** Provides us with written authorization to:

 - (a)** Obtain records and other information related to the "suit"; and
 - (b)** Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

- 1.** If you are designated in the Declarations as:

 - a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:
 - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
 - (2) "Property damage" to property:
 - (a) Owned, occupied or used by;
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by; you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
 - b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
 3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage **C**;
 - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage **B**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage **A**; and
 - b. Medical expenses under Coverage **C**
 because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.
- (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;
 - (2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph **a.** above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b.** While it is in or on an aircraft, watercraft or "auto"; or
- c.** While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b.** Vehicles maintained for use solely on or next to premises you own or rent;
- c.** Vehicles that travel on crawler treads;
- d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1)** Power cranes, shovels, loaders, diggers or drills; or
 - (2)** Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e.** Vehicles not described in Paragraph **a., b., c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2)** Cherry pickers and similar devices used to raise or lower workers;
- f.** Vehicles not described in Paragraph **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1)** Equipment designed primarily for:
 - (a)** Snow removal;
 - (b)** Road maintenance, but not construction or resurfacing; or
 - (c)** Street cleaning;
- (2)** Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a.** False arrest, detention or imprisonment;
- b.** Malicious prosecution;
- c.** The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d.** Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e.** Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f.** The use of another's advertising idea in your "advertisement"; or
- g.** Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1)** Products that are still in your physical possession; or
- (2)** Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a)** When all of the work called for in your contract has been completed.
 - (b)** When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c)** When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1)** The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2)** The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3)** Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a.** Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b.** Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

- (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a)** You;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired; and
- (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2)** The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

- (1)** Work or operations performed by you or on your behalf; and
- (2)** Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2)** The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ALL HAZARDS IN CONNECTION WITH DESIGNATED PREMISES

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE**

Description And Location Of Premises:	All operations except those arising out of premises located at City of Hastings, Hastings St (between 1st and 2nd Street), Hastings, NE 68901
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following exclusion is added to Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2., **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. The ownership, maintenance or use of the premises shown in the Schedule or any property located on these premises;

2. Operations on those premises or elsewhere which are necessary or incidental to the ownership, maintenance or use of those premises; or

3. Goods or products manufactured at or distributed from those premises.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ATHLETIC OR SPORTS PARTICIPANTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Description of Operations: Any and all athletic or sports participants.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to any operations shown in the Schedule, this insurance does not apply to "bodily injury" to any person while practicing for or participating in any sports or athletic contest or exhibition that you sponsor.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY – WITH LIMITED BODILY INJURY EXCEPTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion 2.p. of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

- p. **Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- B. The following is added to Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – UNMANNED AIRCRAFT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion 2.g. Aircraft, Auto Or Watercraft** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

g. Aircraft, Auto Or Watercraft

(1) Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Paragraph **g.(1)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

(2) Aircraft (Other Than Unmanned Aircraft), Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This Paragraph **g.(2)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Paragraph **g.(2)** does not apply to:

- (a)** A watercraft while ashore on premises you own or rent;
- (b)** A watercraft you do not own that is:
 - (i)** Less than 26 feet long; and
 - (ii)** Not being used to carry persons or property for a charge;
- (c)** Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (d)** Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(e) "Bodily injury" or "property damage" arising out of:

(i) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(ii) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

B. The following exclusion is added to Paragraph **2. Exclusions of Coverage B – Personal And Advertising Injury Liability**:

2. Exclusions

This insurance does not apply to:

Unmanned Aircraft

"Personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the offense which caused the "personal and advertising injury" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

This exclusion does not apply to:

a. The use of another's advertising idea in your "advertisement"; or

b. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

C. The following definition is added to the **Definitions** section:

"Unmanned aircraft" means an aircraft that is not:

1. Designed;

2. Manufactured; or

3. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED PROFESSIONAL SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Description Of Professional Services
1. Any and all professional services.
2.
3.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

With respect to any professional services shown in the Schedule, the following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" due to the rendering of or failure to render any professional service.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMUNICABLE DISEASE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

Communicable Disease

"Bodily injury" or "property damage" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- a.** Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b.** Testing for a communicable disease;
- c.** Failure to prevent the spread of the disease; or
- d.** Failure to report the disease to authorities.

B. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Communicable Disease

"Personal and advertising injury" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- a.** Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b.** Testing for a communicable disease;
- c.** Failure to prevent the spread of the disease; or
- d.** Failure to report the disease to authorities.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – COVERAGE C – MEDICAL PAYMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description And Location Of Premises Or Classification:

Any and all medical payments.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to any premises or classification shown in the Schedule:

- 1.** Section I – Coverage C – Medical Payments does not apply and none of the references to it in the Coverage Part apply: and

- 2.** The following is added to Section I – Supplementary Payments:

- h.** Expenses incurred by the insured for first aid administered to others at the time of an accident for "bodily injury" to which this insurance applies.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

- B. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

- a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

- C. The following definition is added to the Definitions Section:**

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.

2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

c. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: City of Hastings

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
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The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**ABSOLUTE CYBER LIABILITY AND ELECTRONIC EXCLUSION**

The following exclusion applies to all coverages afforded under this policy:

This insurance does not apply to any loss, cost, expense, fine, penalty, error and omission, or damage alleging, arising out of or from, attributable to, or giving rise to:

- (1) Any access to, collection or disclosure of, or failure to erase any person's or organization's confidential or personal information, including but not limited to patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information, biometrics, or any other type of nonpublic information; or
- (2) Business interruption or suspension of operations as caused by any access, unauthorized access, lack of access, delay in access, damage, manipulation, loss, or impairment to **Electronic Data** or **Electronic Media**; or
- (3) **Cyber Extortion**; or
- (4) A **Privacy Breach**; or
- (5) A **Security Breach**; or
- (6) Any fraudulent communication through **Electronic Media** that impersonates any person or organization, including but not limited to phishing or other social engineering techniques or otherwise; or
- (7) Any computer code, software, or programming; or
- (8) Any **Security Breach** that results in any electronic thing or device or **Electronic Media** malfunctioning, improperly functioning, non-functioning, failing to perform as the intended user desired, or being electronically manipulated to perform in a way that causes harm to the insured or others; or
- (9) The loss, loss of use, misuse, delay, manipulation, corruption, damage, alteration, destruction, distortion, erasure, or theft of, or inability to access or manipulate **Electronic Data** or **Electronic Media** as a result of **Cyber Extortion**; or **Privacy Breach**; or **Security Breach**
- (10) Any failure of utilities based upon, arising out of, or attributable to any mechanical or electrical failure, interruption, or outage, however caused, including but not limited to any electrical power interruption or surge, brownout, blackout, short circuit, over voltage, or power fluctuation or outage to gas, water, telephone, cable, satellite, telecommunications, the internet, or any component thereof, including but not limited to hardware, software, or any other infrastructure as a result of **Cyber Extortion**; or **Privacy Breach**; or **Security Breach**.
- (11) This exclusion applies even if damages are claimed for notification costs, errors or omissions, credit monitoring expenses, forensic expenses, public relations expenses, or any other loss, cost, or expense incurred by the insured or others arising out of that which is described in Paragraphs (1) through (10) above.

As used in this exclusion, the following definitions apply:

Computer hardware means the physical components of any **computer system** including CPU's, memory storage devices, storage media, and input/output devices and other peripheral devices and components including but not limited to cable, connectors, fiber optics, networking equipment, **electronic data** storage devices, input and output devices, backup facilities, wire, power supply units, keyboards, display monitors and audio speakers.

Computer system means an electronic, wireless, web or similar systems (including all **computer hardware**, computer programs and **electronic data**) used to process data or information in an analog, digital, electronic or wireless format, including but not limited to, associated input and output devices, data storage devices, networking equipment, wired or wireless peripherals, electronic backup facilities, and media libraries, that is owned or leased, operated and controlled by the insured or operated by an independent contractor authorized to provide Business Process Outsourcing services or outsourced Information Technology services for the insured.

Corporate Information Breach means the public disclosure of an organization's non-public information.

Cyber Extortion means any threat or connected series of threats communicated to the insured for the purpose of demanding money, securities, or property, including but not limited to threats to release, divulge, disseminate, corrupt, damage or destroy **Electronic Data** or **Electronic Media**; introduce malware or **malicious code** into the insured's computer system; electronically communicate with the insured's customers in order to fraudulently obtain personal information, money, securities or property; or restrict or hinder access to the insured's computer system, **Electronic Data** or **Electronic Media**, including but not limited to ransomware.

Denial of service means unauthorized or unexpected interference or malicious attack by any person(s) or entity(ies) that restricts or prevents access to a **computer system** by persons or entities authorized to gain access to the **computer system** or **electronic data**.

Electronic Data means information, facts, blockchain, crypto currencies, or computer programs stored as or on, created or used on, or transmitted to or from computer software, including but not limited to systems and applications software, hard or floppy disks, CD-ROMs, DVDs, external drives, USB sticks, tapes, drives, cells, microchip, data processing devices, or any other media which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of **Electronic Data**, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve, or send data.

Electronic Media means broadcast or storage media that take advantage of electronic technology. They include television, radio, Internet, fax, Bluetooth, GPS, audio beacons, electronic data, and any other medium that requires electricity or digital encoding of information.

Malicious code means unauthorized and corrupting or harmful computer code, including but not limited to computer viruses, spyware, Trojan horses, worms, logic bombs, and mutations of any of the preceding.

Privacy Breach means a common law or statutory breach of confidence or violation of any common law or statutory rights to privacy, including but not limited to breach of a privacy policy, breach of a person's

right of publicity, misappropriation of likeness, false light, intrusion upon a person's seclusion, or public disclosure of a person's or animal's private information. Privacy Breach will also include a **Corporate Information Breach**.

Security breach means:

1. **Unauthorized access** of the insured's **computer system** or **unauthorized use** of **computer systems** including **unauthorized access** or **unauthorized use** resulting from the theft of a password from the insured's **computer system**;
2. A **denial of service** attack against your **computer systems**; or
3. Infection of the insured's **computer system** by **malicious code** or transmission of **malicious code** from the insured's **computer systems**,

whether any of the foregoing is a specifically targeted attack or a generally distributed attack.

Unauthorized access means the gaining of access to a **computer system** by an unauthorized person or persons.

Unauthorized use means the use of a **computer system** by an unauthorized person or persons or an authorized person in an unauthorized manner.

This Endorsement is an absolute exclusion for cyber liability, **Electronic Data**, **Electronic Media** and **Security Breaches**. This Endorsement applies except if coverage is specifically and affirmatively provided in the following coverage forms or endorsements issued by us and only in respect to the coverage afforded in those coverage forms or endorsements. In no event will this Endorsement broaden any coverage afforded in any coverage form or endorsement:

- **Cyber Security Liability Coverage Form**
- **Cyber Security Liability Endorsement**
- **Building and Personal Property Coverage Form**
- **Fraudulent Inducement Insuring Agreement**
- **Fraudulent Inducement Insuring Agreement - Broad Form**
- **Fraudulent Impersonation**
- **Fraudulent Impersonation Ultimate Cover**
- **Business Income and Extra Expense Coverage Form**
- **Computer Coverage Form**
- **Exclusion-Access or Disclosure of Confidential or Personal Information and Data-Related Liability-With Limited Bodily Injury Exception**
- **Changes-Electronic Data**

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**LIMITATION OF COVERAGE TO A SPECIFIED
EVENT AND EVENT DATE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance applies to "bodily injury", "property damage" or "personal and advertising injury" occurring only during the specified events and specified event dates listed in the schedule below.

Schedule

Specified Event Dates	
Specified Event	Finish Date
Start Date	
Concerts - Multiple	09/19/2021
Genres	
09/18/2021	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PYROTECHNICIANS/FIREWORKS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to “bodily Injury”, “property damage”, “personal and advertising injury” or medical expense arising out of the ownership, maintenance, handling, storage, distribution, sale or use of fireworks, flash-powder, or explosive compositions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PERFORMER(S)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to “bodily Injury” to any person while performing in any exhibition, demonstration, or special event sponsored by you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED: OWNERS AND / OR LESSORS OF PREMISES, LESSORS OF LEASED EQUIPMENT, SPONSORS OR CO-PROMOTERS

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

This policy is amended to include as an additional Insured any person or organization of the types designated below, but only with respect to liability arising out of your operations:

1. Owners and / or lessors of the premises leased, rented, or loaned to you, subject to the following additional exclusions:
 - a. This insurance applies only to an "occurrence" which takes place while you are a tenant in the premises;
 - b. This insurance does not apply to "bodily injury" or "property damage" resulting from structural alterations, new construction or demolition operations performed by or on behalf of the owner and / or lessor of the premises;
 - c. This insurance does not apply to liability of the owners and / or lessors for "bodily injury" or "property damage" arising out of any design defect or structural maintenance of the premises or loss caused by a premises defect.With respect to any additional insured included under this policy, this insurance does not apply to the sole negligence of such additional insured.
2. Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s) subject to the following additional exclusions:
 - a. This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
3. Sponsors
4. Co-Promoters

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**EXCLUSION – MISCELLANEOUS ACTIVITIES AND DEVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Each exclusion indicated by an "X" is added to the policy:

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury":

 X Inverted Aerial Maneuver

Arising out of the attempt to perform or performance of any inverted aerial maneuver by a skier from a jump:

1. Built by you or on your behalf; or
2. Built on your premises with your permission or knowledge.

 X Amusement Device

Arising out of the ownership, operation, maintenance, supervision, or use of any amusement device.

For purposes of this exclusion, amusement device means any device or equipment a person rides for enjoyment, including, but not limited to, any mechanical or non-mechanical ride, slide, water slide (including any ski or tow when used in connection with a water slide), moonwalk or moon bounce, bungee operation or equipment. Amusement device also includes any vertical device or equipment used for climbing – either permanently affixed or temporarily erected. Amusement device does not include any video arcade or computer game.

 X Bungee

Arising out of the ownership, operation, maintenance, supervision, or use of any bungee operation or equipment whether owned, operated, maintained or used by you, any other insured or any other person or entity.

 X Trampoline

Arising out of the ownership, operation, maintenance, supervision, or use of any trampoline whether owned, operated, maintained or used by you, any other insured or any other person or entity.

For purposes of this exclusion, trampoline includes any rebounding device except those which are four feet or less in diameter and whose surface is no more than two feet above floor level.

 X Grass Skiing

Arising out of grass skiing.

 X Animals

Arising out of injury or death to any animal.

 X Object Propelled

Arising out of any object propelled, whether intentionally or unintentionally, into a crowd by or at the direction of a "participant" or insured.

 X "Participant"

Arising out of the involvement of a participant in any activity, event or exhibition, including, but not limited to, any contest, physical training, sport, event, athletic activity, martial arts or stunt.

X Rodeo
Arising out of any rodeo activity, including, but not limited to, bronco or bull riding, steer roping, team roping, barrel racing or horseback riding.

 Concert
Arising out of a concert, show, or theatrical event.

 X Performer
Arising out of the involvement of any performer during any activity, event or exhibition, including, but not limited to any stunt, concert, show or theatrical event.

DEFINITION OF PARTICIPANT

For purposes of this endorsement, participant means any person who is participating, practicing, or is otherwise involved in an activity, event or exhibition.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARNED PREMIUM ENDORSEMENT (FULLY EARNED PREMIUM)

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
EMPLOYEE BENEFIT LIABILITY COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART

Option 1 or 2 must be completed:

OPTION 1:

Premium fully earned at inception: \$275.00 or 100%

Balance earned: 09/18/2021
(indicate when 100% of premium is earned)

Total Premium: \$275.00

OPTION 2:

Premium is fully earned as follows:

Total Policy Premium is fully earned in the event of cancellation prior
to: _____.

(date)

Total Policy Premium is fully earned in the event of cancellation after:

_____.
(date)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - LEAD LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section 1 - Coverages) and paragraph 2., Exclusions of COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY (Section 1 - Coverages):

This insurance does not apply to:

1. "Bodily injury," "property damage," or "personal and advertising injury" arising out of or caused by the actual or alleged:
 - a. Exposure to or existence of lead, paint containing lead, or any other material or substance containing lead;
 - b. Manufacture, distribution, sale, resale, rebranding, installation, repair, removal, encapsulation, abatement, replacement or handling of lead, paint containing lead, or any other material or substance containing lead;

Whether or not the lead is or was at any time airborne as a particulate, contained in a product ingested, inhaled, transmitted in any fashion, or found in any form whatsoever.
2. Any legal obligation of any insured for indemnification or contribution due to damages arising out of "bodily injury," "property damage" or "personal and advertising injury" caused by lead, paint containing lead, or any other substance or material containing lead.
3. Any loss, cost, expense or damages, whether direct or consequential, arising out of any:
 - (a) Request, demand or order that any insured or others test for, monitor, clean up, remove, abate, contain, treat or neutralize lead, paint containing lead, or any other substance or material containing lead, or in any way respond to, or assess the effects of lead; or
 - (b) Claim or suit related to, testing for, monitoring, cleaning up, removing, abating, containing, treating or neutralizing lead, paint containing lead, or any other substance or material containing lead or in any way responding to or assessing the effects of lead.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - ASBESTOS LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section 1 - Coverages) and paragraph 2., Exclusions of COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY (Section 1 - Coverages):

This insurance does not apply to:

“Bodily injury,” “property damage,” “personal injury” or “advertising injury” arising out of:

1. Inhaling, ingesting or prolonged physical exposure to asbestos or goods or products containing asbestos;
2. The use of asbestos in constructing or manufacturing any good, product or structure;
3. The removal of asbestos from any good, product or structure; or
4. The manufacture, sale, transportation, storage or disposal of asbestos or goods or products containing asbestos.

The coverage afforded by this policy does not apply to payment for the investigation or defense of any loss or “suit,” injury or damage or any cost, fine or penalty or for any expense or claim or “suit” related to any of the above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABUSE OR MOLESTATION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2. Exclusions of **SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and Paragraph 2. Exclusions of **SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**:

This insurance does not apply to any injury sustained by any person arising out of or resulting from the alleged, actual or threatened abuse or molestation by anyone.

We shall not have any duty to defend any “suit” against any insured seeking damages on account of any such injury.

This exclusion applies to all injury sustained by any person, including emotional distress, arising out of molestation or abuse whether alleged, actual or threatened including but not limited to molestation or abuse arising out of your negligence or other wrongdoing with respect to:

1. Hiring, placement, employment, training;
2. Investigation;
3. Supervision;
4. Reporting any molestation or abuse to the proper authorities, or failure to so report; or
5. Retention;

of a person for whom any insured is or ever was legally responsible or for whom any insured may have assumed the liability; and whose conduct would be excluded above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Effective Date: 09/18/2021

Name of Person or Organization (Additional Insured): City of Hastings

SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” arising out of or relating to your negligence in the performance of “your work” for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or “occurrence” we cover for this Additional Insured.

The Additional Insured's limits of insurance do not increase our limits of insurance, as described in **SECTION III – LIMITS OF INSURANCE.**

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEBRASKA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A.** Paragraphs **2.** and **3.** of the **Cancellation** Common Policy Condition are replaced by the following:

2. Cancellation Of Policies In Effect

a. 60 Days Or Less

If this policy has been in effect for 60 days or less, we may cancel this policy for any reason.

b. More Than 60 Days

If this policy has been in effect for more than 60 days or if this is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- (1)** Nonpayment of premium;
- (2)** The policy was obtained through material misrepresentation;
- (3)** Any insured has submitted a fraudulent claim;
- (4)** Any insured has violated the terms and conditions of this policy;
- (5)** The risk originally accepted has substantially increased;

- (6)** Certification to the Director of Insurance of our loss of reinsurance which provided coverage to us for all or a substantial part of the underlying risk insured; or

- (7)** The determination by the Director of Insurance that the continuation of the policy could place us in violation of the Nebraska Insurance Laws.

- c.** If we cancel this policy subject to **2.a.** or **2.b.** above, we will mail to the first Named Insured a written notice of cancellation, stating the reasons for cancellation, at least:

- 1.** 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- 2.** 60 days before the effective date of cancellation if we cancel for any other reason.

- 3.** We will mail our notice by first class mail to the first Named Insured's last mailing address known to us. A United States Postal Service Certificate of Mailing shall be sufficient proof of receipt of notice on the third calendar day after the date of the certificate of mailing.

- B. Paragraph 6. of the Cancellation Common Policy Condition does not apply.
- C. The following is added and supersedes any provisions to the contrary:

NONRENEWAL

- 1. If we decide not to renew this policy, we will mail written notice of nonrenewal, stating the reasons for nonrenewal, to the first Named Insured, at least 60 days prior to the expiration date of this policy.

- 2. Any notice of nonrenewal will be mailed by first class mail to the first Named Insured's last mailing address known to us. A United States Postal Service Certificate of Mailing shall be sufficient proof of receipt of notice on the third calendar day after the date of the certificate of mailing.

**Special Designated License
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

No Coast Brewing Co

Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)

CK121079

Retail Liquor License Address or Non-Profit Business Address

119 N Saint Joseph Ave Hastings NE 68901

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s): **9.18.21**

Event Start Time(s): **9:00am**

Event End Time(s): **11:59pm**

Alternate Date: **NA**

Alternate Location Building & Address: **NA**

Event Building Name: **Outside Art Bar**

Event Street Address/City: **647 W 2nd Hastings NE 68901**

Indoor area to be licensed in length & width: X

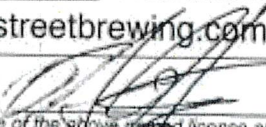
Outdoor area to be licensed in length & width: 50 X 300 (Diagram Form #109 must be attached)

Type of Event: **Street Dance** Estimate # of attendees: **300**

Type of alcohol to be served: Beer ☒ Wine ☒ Distilled Spirits ☒
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: **Jessi Hoeft** Event Contact Phone Number: **402.469.2828**

Event Contact Email: **jessi@firststreetbrewing.com**

*Signature Authorized Representative: 

Printed Name

Nathan Hoeft

I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

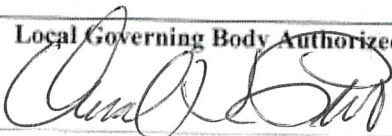
*Retail licensee – Must be signed by a member listed on permanent license

*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

The local governing body for the City/Village of Hastings **OR** County of approves
the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature



Date

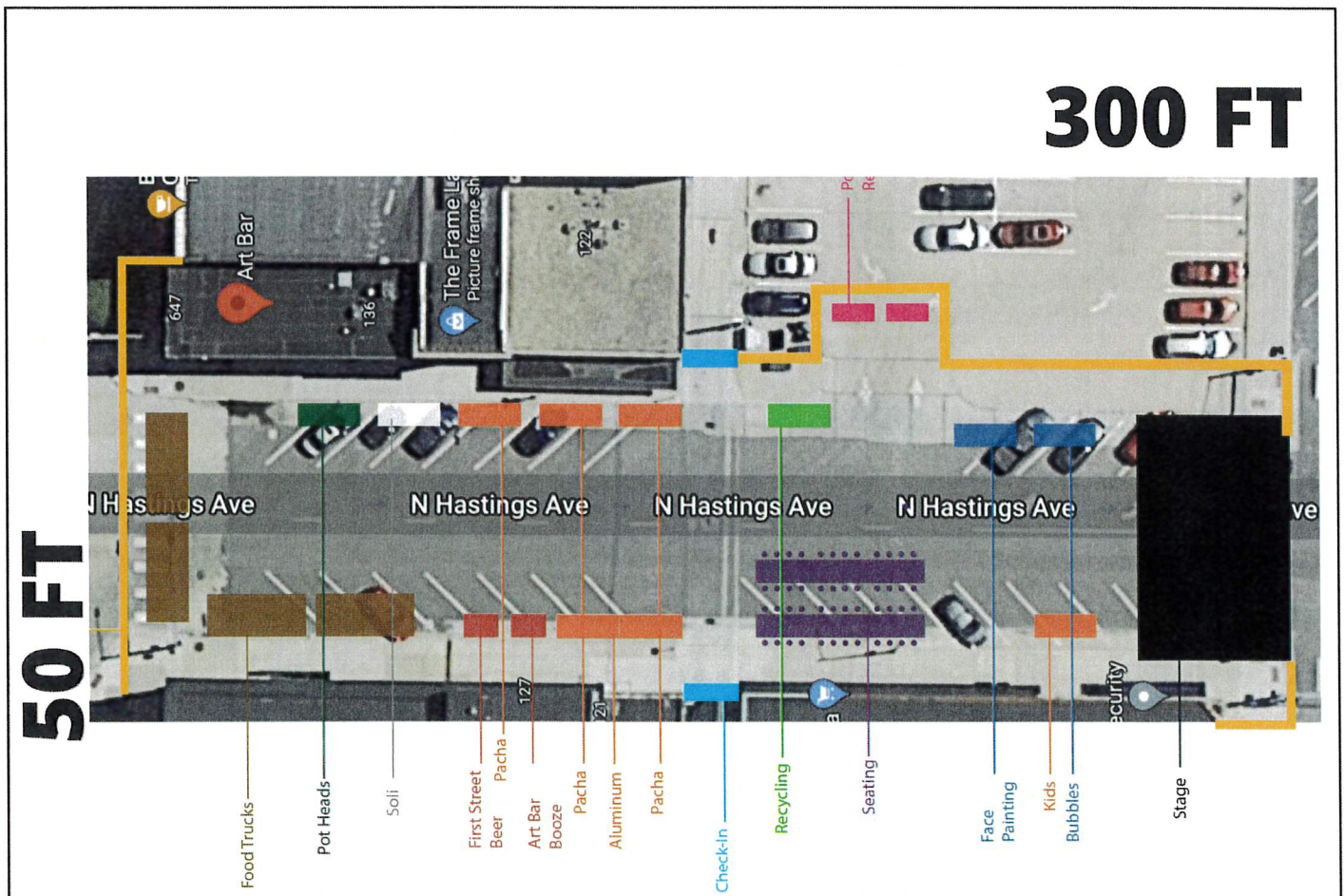
8/18/2021

OUTDOOR AREA DIAGRAM

HOW AREA WILL BE PATROLLED 1 entrance/exit, banded 21+, beertenders monitoring event

- IF APPLICABLE, OUTDOOR AREA MUST BE CONNECTED TO INDOOR AREA IF INDOOR AREA IS TO LICENSED
- MEASUREMENT OF OUTER WALLS OF AREA TO BE LICENSED MUST INCLUDED LENGTH & WIDTH IN FEET
- DOUBLE FENCING IS REQUIRED FOR ALL NON-PROFIT ORGANIZATIONS UNLESS FORM #140 IS FILED WITH THIS FORM AND IS APPROVED BY THE COMMISSION
- RETAILER LIQUOR LICENSE HOLDERS ARE NOT REQUIRED TO DOUBLE FENCE, ALTHOUGH MEASURES NEED TO BE TAKEN TO SECURE THE AREA

DIAGRAM OF PROPOSED AREA:





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/17/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Lisa Glass
GTA Insurance Group	PHONE (A/C, No, Ext): (402) 463-0596
3606 Cimarron Plaza, Ste 280	FAX (A/C, No): (402) 463-2143
	E-MAIL ADDRESS: lisag@gtagroup.com
Hastings	INSURER(S) AFFORDING COVERAGE
NE 68901	INSURER A: United Fire Group
	INSURER B: Owners Company
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:
INSURED	NAIC #
NO COAST BREWING LLC DBA FIRST STREET BREWING CO	13021
NO COAST BREWING LLC DBA ENSIGN BEVERAGE CO	32700
PO BOX 811	
HASTINGS	
NE 68902-0811	

COVERAGES

CERTIFICATE NUMBER: 21-22 Master Cert

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Liquor Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	60505701	07/06/2021	07/06/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	Y	5294672702	07/06/2021	07/06/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			5294672701	07/06/2021	07/06/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	60505701	07/06/2021	07/06/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Applies to all events for the insured.

Certificate holder has automatic additional insured status on the general liability, liquor liability & auto when required by written contract.

Blanket waiver of subrogation on the general liability, liquor liability & auto when required by written contract.

General liability, liquor liability & auto are on a primary & non-contributory basis.

CERTIFICATE HOLDER

City of Hastings 220 N. Hastings Ave. Hastings NE 68901
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CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE

LICENSE AGREEMENT FOR USE OF A PORTION OF PUBLIC STREET

THIS AGREEMENT, made and entered into this _____ day of _____, 2021, by and between the City of Hastings, Nebraska, a municipal Corporation, hereinafter referred to as "City", and Pacha Soap Co., a Delaware Corporation, hereinafter referred to as "Pacha", Art Bar, LLC, a Nebraska Limited Liability Company, hereinafter referred to as "Art Bar", and No Coast Brewing, LLC, a Nebraska Limited Liability Company, hereinafter referred to as "No Coast", WITNESSETH:

WHEREAS, Art Bar and No Coast have applied for a Special Designated Liquor Licenses between 9 a.m. and 11:59 p.m. within the public street right-of-way of Hastings Avenue between 1st Street and 2nd Street located within the City of Hastings, Nebraska, on Saturday, September 18, 2021, in conjunction with an event to be known as "Rock N' Shop"; and

WHEREAS, Pacha has applied to the City of Hastings to close Hastings Avenue between 1st Street and 2nd Street between 4:00 p.m. and 10:30 p.m. on Saturday, September 18, 2021; and

WHEREAS, it has been determined that Hastings Avenue between 1st Street and 2nd Street will be closed at 7:00 a.m. and remained closed until tear down is completed at approximately 11:00 p.m.; and

WHEREAS, Section 8-107 of the Hastings City Code provides that alcoholic beverages may be served during community sponsored events on a portion of public streets within the downtown area subject to this issuance of a Special Designated License therefor issued by the Nebraska Liquor Control Commission and with a license agreement to do so with the City; and

WHEREAS, "Rock N' Shop" is an event sponsored by Pacha with alcohol, wine and beer being provided by Art Bar and No Coast; and

WHEREAS, Art Bar is currently the holder of a Nebraska liquor license, License 110029, within the City of Hastings, Nebraska, and No Coast is currently the holder of a Nebraska liquor license, License #CK121079, within the City of Hastings, Nebraska and both Art Bar and No Coast desire to serve alcohol, wine and beer during the Rock N' Shop event as set forth above;

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

1. City hereby grants Pacha, Art Bar and No Coast a license to occupy that portion of the public street on Hastings Avenue between 1st Street and 2nd Street between 4:00 p.m. and 10:30 p.m. to serve alcohol, wine and beer during the Rock N' Shop event between the hours of 7:00 a.m. and 11:00 p.m. on Saturday, September 18, 2021, for purposes of set up, holding the event, and tear down of the event, subject to the following conditions:

- A. Art Bar obtains a Special Designated License from the Nebraska Liquor Control Commission for the event on 1st Street on the date and for the times set forth above prior to September 18, 2021.
- B. No Coast obtains a Special Designated License from the Nebraska Liquor Control Commission for the event on 1st Street on the date and for the times set forth above prior to September 18, 2021.
- C. Art Bar, No Coast and Pacha provide and erects double fencing or other acceptable barriers as across Hastings Avenue between 1st Street and Second Street.
- D. Art Bar, No Coast and Pacha shall be responsible for the removal of said fencing or barriers at the conclusion of the time set forth in the Special Designated License, and repairing any damage done to Hastings Avenue.
- E. Art Bar, No Coast and Pacha shall at the conclusion of the event be responsible for the removal of all tables and chairs or benches used in conjunction with the event, and for the removal of all litter, waste and garbage from the area of the event.

2. In consideration of City granting the aforementioned license, Art Bar, No Coast and Pacha agree to provide City with a certificate of liability insurance in the minimum amount of a combined single limit of Two Million Dollars (\$2,000,000.00) with City named as an additional named insured at the time Art Bar and No Coast pick up their Special Designated Permit from City prior to September 18, 2021. General liability insurance shall be primary and noncontributing and include a waiver of subrogation. The policy or policies issued shall cover all activities sponsored by Art Bar, No Coast and Pacha for the event and shall include liquor liability coverage. In the event said certificate or certificates of insurance are not received by City prior to September 18, 2021, the license granted hereunder shall be null and void and without force or effect. In addition, Art Bar, No Coast and Pacha agree to indemnify and hold City harmless for any and all liability associated with or arising out of Art Bar, No Coast and Pacha conducting the Rock N' Shop event as provided for herein and the related closure of the street, including set up and removal activities related to the event.

3. Art Bar, No Coast and Pacha agree and understand that the license granted by this Agreement is only for September 18, 2021 between the hours 7:00 a.m. and 11:00 p.m. as it relates to the street closing for set up, tear down and the actual event, and between the hours of 4:00 and 10:30 p.m. as it relates to the sale of alcohol, wine and beer and the events authorized in this license. The authority granted by the license shall immediately expire and no longer be valid as of 11:00 p.m. on September, 2021.

4. Art Bar, No Coast and Pacha further agree and understand that the license granted by City hereunder is a purely a personal right granted to Art Bar, No Coast and Pacha and may not be assigned or transferred to any third party.

5. The parties hereto agree that this agreement may be executed by way of separate signature pages.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing License Agreement in triplicate the day and year first above written.

City of Hastings, Nebraska, a Municipal Corporation

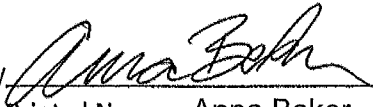
By _____
Corey Stutte, Mayor

ATTEST:

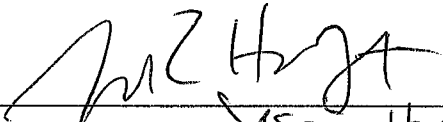
Kimberly S. Jacobitz, City Clerk
(S E A L)

Approved as to form: Clint Schukei
Clint Schukei, City Attorney

Pacha Soap Co., a Delaware Corporation

By 
Printed Name: Anna Baker
Its: Creative Director

No Coast Brewing LLC, a Nebraska Limited Liability
Company

By 
Printed Name: Jessa Hoelt
Its: owner

Art Bar, LLC, a Nebraska Limited Liability Company

By Alison Anderson
Printed Name: ALISON ANDERSON
Its: OWNER ALISON

**Special Designated License
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

ART BAR LLC

Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)
647 W 2ND ST, HASTINGS NE 68901

Retail Liquor License Address or Non-Profit Business Address
110029

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only 9/18/21

Event Date(s):

9AM

Event Start Time(s):

11:59P

Event End Time(s):

N/A

Alternate Date:

CITY AUDITORIUM

Alternate Location Building & Address:

OUTSIDE OF ART BAR

Event Building Name:

647 W 2ND ST. HASTINGS, NE

Event Street Address/City:

Indoor area to be licensed in length & width: 50 X 300

Outdoor area to be licensed in length & width: X (Diagram Form #109 must be attached)
STREET DANCE 300

Type of Event: Estimate # of attendees:

Type of alcohol to be served: Beer X Wine X Distilled Spirits X
(If not marked, you will not be able to serve this type of alcohol)

ALYSSA ANDERS

8087721703

Event Contact Name:

Event Contact Phone Number:

ALYSSA@ARTBARDOWNTOWN.COM

Event Contact Email:

*Signature Authorized Representative: Alyssa Anders Printed Name ALYSSA ANDERS
I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

*Retail licensee – Must be signed by a member listed on permanent license

*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

The local governing body for the City/Village of Hastings OR County of approves
the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature

Date

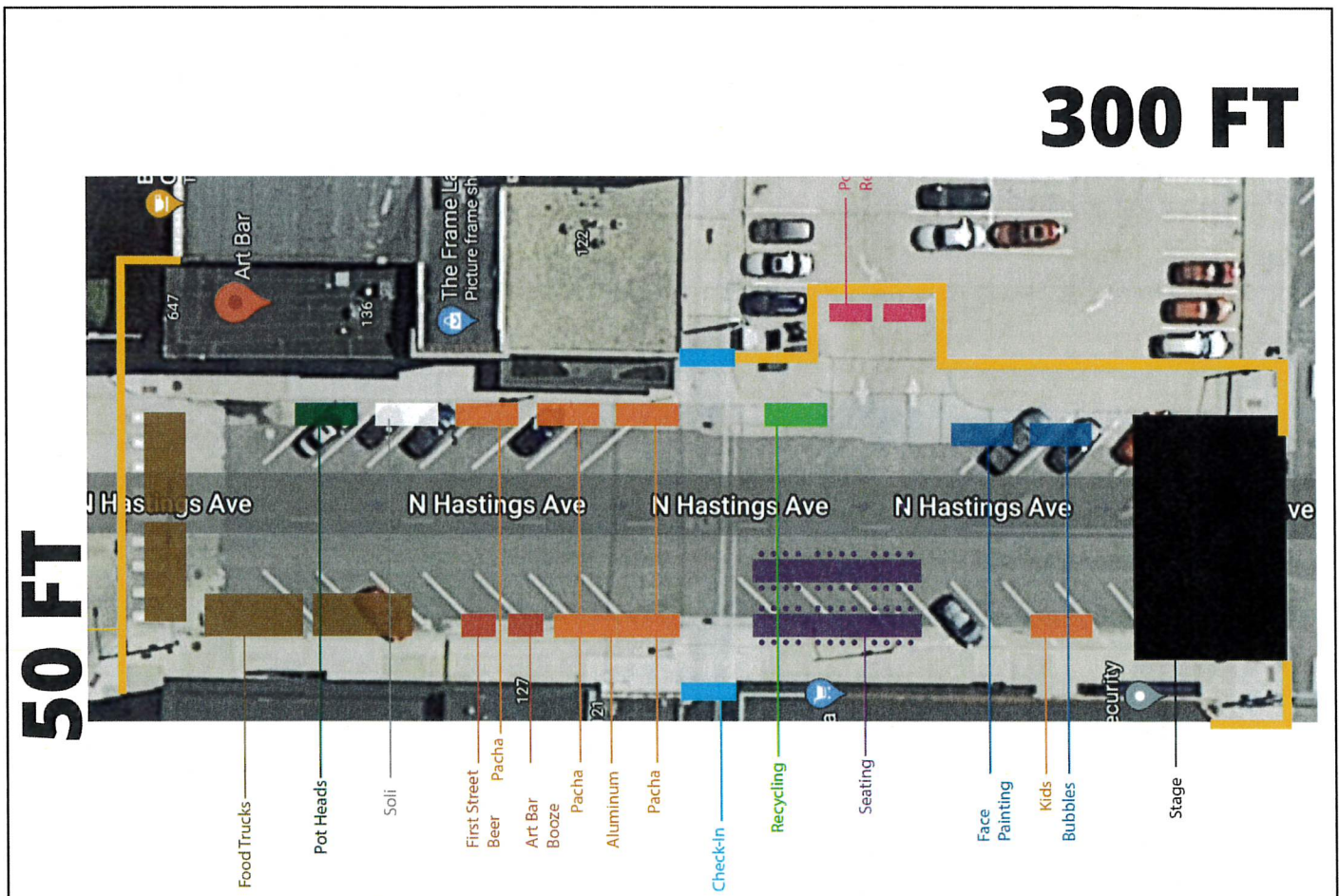
8/24/2021

OUTDOOR AREA DIAGRAM

HOW AREA WILL BE PATROLLED 1 entrance/exit, banded 21+, beertenders monitoring event

- IF APPLICABLE, OUTDOOR AREA MUST BE CONNECTED TO INDOOR AREA IF INDOOR AREA IS TO LICENSED
- MEASUREMENT OF OUTER WALLS OF AREA TO BE LICENSED MUST INCLUDED LENGTH & WIDTH IN FEET
- DOUBLE FENCING IS REQUIRED FOR ALL NON-PROFIT ORGANIZATIONS UNLESS FORM #140 IS FILED WITH THIS FORM AND IS APPROVED BY THE COMMISSION
- RETAILER LIQUOR LICENSE HOLDERS ARE NOT REQUIRED TO DOUBLE FENCE, ALTHOUGH MEASURES NEED TO BE TAKEN TO SECURE THE AREA

DIAGRAM OF PROPOSED AREA:





ARTBAR0-01

JROYAL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/24/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ellerbrock-Norris Agency, Inc. P.O. Box 816 Hastings, NE 68902-0816	CONTACT NAME: Brianna N. Griess, CISR	
	PHONE (A/C, No, Ext): (402) 519-4890 FAX (A/C, No): (402) 463-2469	
	E-MAIL ADDRESS: bgriess@ellerbrock-norris.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Travelers Insurance	27998
INSURED Art Bar LLC 647 W. 2nd Street Hastings, NE 68901	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☒ OCCUR	X		680-8N743977-21-42	8/11/2021	8/11/2022	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☒ POLICY ☐ PRO-JECT ☐ LOC						
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability	X		680-8N743977-21-42	8/11/2021	8/11/2022	Per Incident 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Block Party - 09/18/2021

City of Hastings has been included as an Additional Insured for General Liability and Liquor Liability coverages if required by written contract executed prior to a loss. Primary & noncontributory status is governed by the terms of the insurance policies of all parties to the contract.

CERTIFICATE HOLDER

CANCELLATION

City of Hastings
220 North Hastings Ave
Hastings, NE 68901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

LICENSE AGREEMENT FOR USE OF A PORTION OF PUBLIC STREET

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WHEREAS, Art Bar and No Coast have applied for a Special Designated Liquor Licenses between 9 a.m. and 11:59 p.m. within the public street right-of-way of Hastings Avenue between 1st Street and 2nd Street located within the City of Hastings, Nebraska, on Saturday, September 18, 2021, in conjunction with an event to be known as "Rock N' Shop"; and

WHEREAS, Pacha has applied to the City of Hastings to close Hastings Avenue between 1st Street and 2nd Street between 4:00 p.m. and 10:30 p.m. on Saturday, September 18, 2021; and

WHEREAS, it has been determined that Hastings Avenue between 1st Street and 2nd Street will be closed at 7:00 a.m. and remained closed until tear down is completed at approximately 11:00 p.m.; and

WHEREAS, Section 8-107 of the Hastings City Code provides that alcoholic beverages may be served during community sponsored events on a portion of public streets within the downtown area subject to this issuance of a Special Designated License therefor issued by the Nebraska Liquor Control Commission and with a license agreement to do so with the City; and

WHEREAS, "Rock N' Shop" is an event sponsored by Pacha with alcohol, wine and beer being provided by Art Bar and No Coast; and

WHEREAS, Art Bar is currently the holder of a Nebraska liquor license, License 110029, within the City of Hastings, Nebraska, and No Coast is currently the holder of a Nebraska liquor license, License #CK121079, within the City of Hastings, Nebraska and both Art Bar and No Coast desire to serve alcohol, wine and beer during the Rock N' Shop event as set forth above;

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IN WITNESS WHEREOF, the parties hereto have executed the foregoing License Agreement in triplicate the day and year first above written.

City of Hastings, Nebraska, a Municipal Corporation

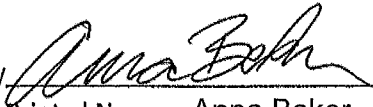
By _____
Corey Stutte, Mayor

ATTEST:

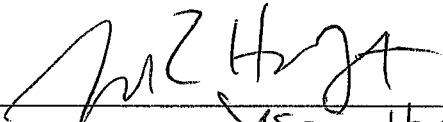
Kimberly S. Jacobitz, City Clerk
(S E A L)

Approved as to form: Clint Schukei
Clint Schukei, City Attorney

Pacha Soap Co., a Delaware Corporation

By 
Printed Name: Anna Baker
Its: Creative Director

No Coast Brewing LLC, a Nebraska Limited Liability
Company

By 
Printed Name: Jessa Hoelt
Its: owner

Art Bar, LLC, a Nebraska Limited Liability Company

By Alison Anderson
Printed Name: ALISON ANDERSON
Its: OWNER ALISON

WORK ORDER ENGINEERING ESTIMATE

HASTINGS UTILITIES

HASTINGS, NEBRASKA

Name of Department: ElectricWork Order No.: EL-172Construction: XBudget Item No.: 2.30 2020/2021

Retirement: _____

Budget Item Amt: \$125,000**DESCRIPTION AND LOCATION:**

Intallation of a single-phase electric line to serve a new residence south of DLD Road,
West of Republican Avenue.

PURPOSE OF WORK IMPROVEMENT:**CONTRIBUTIONS/REMARKS:**

Estimated Cost	Amount	Attached Map or DWG No.:	E-UD-767
1. Material to be Purchased	\$0.00	Sheet No.:	
2. Stores Dept. Charge @ 8.0%	0.00		
3. Material from Stock	\$6,910.89	Date Work to be Started:	7/12/21
4. Stores Dept. Charge @ 8.0%	\$552.87	Date Work to be Finished:	
5. Labor	\$18,440.00	Checked By:	Date
6. Mileage & Truck Usage	\$6,556.25	Douglas Baumgart Digitally signed by Douglas Baumgart Date: 2021.09.02 08:46:11 -05'00'	
7. Equipment Usage	\$7,900.00	Checked By:	Date
8. Contract Amount		Tyler Waite Digitally signed by Tyler Waite Date: 2021.09.02 10:05:01 -05'00'	
9. Easements		Approved By:	Date
10.		Lee Vrooman Digitally signed by Lee Vrooman Date: 2021.09.03 15:31:07 -05'00'	
SUBTOTAL	\$40,360.01	Director of Engineering	
Engineering & Administrative @ 6%	\$2,421.60	Approved By:	Date
Subtotal	\$42,781.61		
Less Developer Contribution		City Council	
		Authorized By:	Date
		Kevin D Johnson Digitally signed by Kevin D Johnson Date: 2021.09.07 07:21:59 -05'00'	
TOTAL ESTIMATED COST OF WORK ORDER	\$42,781.61	Manager	

HASTINGS UTILITIES, HASTINGS, NEBRASKA

Work Order No.: EL-172

B.I. No.: 2.50

B.I. Yr.: 2020/2021

LABOR AND EQUIPMENT ESTIMATE

Classification of Labor or Equipment to be Used	No of Hr/Mi/Ft	Cost Per Unit	2.3 125000	Total Cost
LABOR: Electric Department	160	65.00	10,400.00	\$18,440.00
Intalla Engineering Department	20	50.00	1,000.00	
Gas Department	128	55.00	7,040.00	
TOTAL - LABOR				
MILEAGE: Trucks 22 & 23 (Miles)	150	3.75	562.50	\$6,556.25
Trucks 24 & 28 (Miles)	150	3.75	562.50	
Trucks 25 & 26 (Miles)	150	3.75	562.50	
Trucks 80, 81, & 82 (Miles)			0.00	
Trucks 12, 14, & 17 (Miles)	360	3.75	1,350.00	
TRUCKS: Trucks 22 & 23 (Hours)	9	218.75	1,968.75	
Trucks 24 & 28 (Hours)	9	137.50	1,237.50	
Trucks 25 & 26 (Hours)	5	62.50	312.50	
TOTAL - MILEAGE & TRUCKS				
EQUIPMENT: Air Compressor (Hours) HU #4	4	31.25	125.00	\$7,900.00
Backhoe (Hours) HU #1, #2, or #3	30	37.50	1,125.00	
Bore Mach. (Bore Feet) HU #1, #2, or #3	550	1.50	825.00	
Hydra Tamp (Hours) HU	12	143.75	1,725.00	
Spoil Vac (Hours) HU	8	75.00	600.00	
Trencher (Trench Feet) HU #1 or #2	400	8.75	3,500.00	
TOTAL - EQUIPMENT USAGE				
TOTAL COST ALL LABOR AND EQUIPMENT ESTIMATE				\$32,896.25

MATERIAL ESTIMATE

Quantity	Stock Number	Description	Unit Price	Stock Material	New Material
5	ea.	001-03-12 5/8" x 12" Galvanized Machine Bolts	1.15	5.75	
3	ea.	002-02-02 1/2" x 4" Lag Bolts	0.58	1.74	
5	ea.	005-01-03 2-1/4" Square Washers	0.26	1.30	
3	ea.	019-09-06 5/8" x 10' Ground Rods	13.33	39.99	
3	ea.	020-02-03 5/8" Ground Clamps	1.48	4.44	
1	ea.	021-01-04 Ground Wire Molding	7.28	7.28	
1	ea.	022-02-01 Wildlife Guard	3.77	3.77	
4	ea.	023-03-04 Molding Staples	1.16	4.64	
400	ft.	023-07-03 Red Warning Tape	0.03	12.00	
1	ea.	042-27-07 #2 Stirrup	14.62	14.62	
3	ea.	043-08-03 #2 15KV Loadbreak Elbows	33.95	101.85	
1	ea.	043-21-10 10KV Elbow Lighting Arrester	60.19	60.19	
10	ea.	044-01-04 Split-Bolt Ground Connectors	2.36	23.60	
1	ea.	044-13-01 Hotline Clamp	0.61	0.61	
		TOTAL (Page 2)		\$ 281.78	\$ -

Estimated By: B. Tran

Date: 4/20/21

Page 2

HASTINGS UTILITIES, HASTINGS, NEBRASKA

Work Order No.: EL-172

B.I. No.: 2.50

B.I. Yr.: 2020/2021

MATERIAL ESTIMATE

Quantity	Stock Number	Description	Unit Price	2.3 125000	New Material
4	ea.	046-07-04	Insulated Secondary Connectors	13.67	54.68
2	ea.	046-07-05	ZQ Series Secondary Connectors	15.75	31.50
4	ea.	046-08-01	Transformer Ground Connectors	3.12	12.48
6	ea.	046-10-02	Terminal Lugs	4.64	27.84
1	ea.	049-01-06	10Amp Fuse Link	4.59	4.59
1	ea.	055-01-01	100Amp 15KV Cutout	66.54	66.54
1	ea.	066-04-10	15KV Riser Pole Lighting Arrester	60.29	60.29
80	ft.	068-01-04	#4 Bare Copper Ground Wire	0.49	39.20
1050	ft.	077-13-02	#2 15KV Alum 220Mil Jacketed Cables	1.51	1,585.50
40	ft.	078-01-40	4/0-4/0-2/0 600V URD Aluminum Triplex	2.36	94.40
1	ea.	089-15-20	Cable Positioner	20.25	20.25
1	ea.	089-15-30	Single Mount Cutout/Arrester Bracket	50.66	50.66
1	ea.	089-17-02	#2 15KV Termimatic	52.08	52.08
1	ea.	089-52-02	#2 Stem Connector	8.50	8.50
1	ea.	099-09-06	Shrink Tube for 2" PVC	32.68	32.68
10	ft.	113-02-06	2" Steel Pipe	4.18	41.80
140	ft.	113-06-06	2" Sch40 PVC	0.61	85.40
120	ft.	113-06-07	2 1/2" Sch40 PVC	0.95	114.00
950	ft.	113-10-06	2" Sch40 PVC Polyduct	0.60	570.00
4	ea.	114-04-07	2 1/2" PVC Elbows-90° Std R	3.97	15.88
1	ea.	114-10-04	2" Steel Elbow-90D 36" R	6.86	6.86
9	ea.	114-11-07	2" Fiberglass Elbows-90° 36" R	57.62	518.58
6	ea.	114-11-08	2 1/2" fiberglass Elbows-90° 24"R	61.18	367.08
4	ea.	115-04-07	2 1/2" PVC/PVC Couplers (PVC)	0.75	3.00
5	ea.	115-08-06	2" Polyduct Couplers	15.58	77.90
2	ea.	116-18-06	2" Pipe/PVC Couplers (PVC)	0.56	1.12
1	ea.	116-21-07	2" PVC Cap	0.79	0.79
6	ea.	116-21-08	2-1/2" PVC Cap	1.86	11.16
2	ea.	156-01-01	200Amp 1Ø Single Meter Pedestals	372.79	745.58
2	ea.	159-06-09	Clear Plastic Meter Socket Cover	1.81	3.62
6	ea.	159-11-01	Meter Seals	0.19	1.14
2	ft.	178-09-06	Standoff Tee Rail	6.34	12.68
3	ea.	178-10-04	6" Standoff Brackets	17.20	51.60
3	ea.	178-11-01	2" Pipe Straps	3.39	10.17
2	ea.	194-02-01	Precast Concrete Transf Pad 42" x 46" x 8"	148.56	297.12
2	ea.	582-00-01	Tubes of Silicone Caulk	5.57	11.14
2	ea.	955-01-01	3E01 Brass Padlocks	8.52	17.04
2	ea.		25KVA 13800Y/7970 240/120 1Ø Padmount Xfmrs	1,703.44	3,406.88
			Total Page 3	\$ 6,629.11	\$ -
			Total Page 2 Brt Fwd	\$ 281.78	\$ -
				-	
			TOTAL (Pages 2 & 3)	\$ 6,910.89	\$ -

Estimated By: B. Tran

Date: 7/1/21

Page 3

WORK ORDER ENGINEERING ESTIMATE

HASTINGS UTILITIES

HASTINGS, NEBRASKA

Name of Department: Electric

Construction: X

Retirement: _____

Work Order No.: EL-173

Budget Item No.: 2.50 2020/2021

Budget Item Amt: \$450,000

DESCRIPTION AND LOCATION:

Installation of a three-phase underground electric line, padmount transformer and secondary junction box to serve Autumn Park Apartments East of Elm Avenue, South of B Street

PURPOSE OF WORK IMPROVEMENT:

Replacing old 300KVA 208Y/120 3-Phase Deadfront Padmount Transformer

CONTRIBUTIONS/REMARKS:

Estimated Cost	Amount	Attached Map or DWG No.:	E-UD-769
1. Material to be Purchased	\$0.00	Sheet No.:	
2. Stores Dept. Charge @ 8.0%	0.00		
3. Material from Stock	\$20,010.48	Date Work to be Started:	8/23/21
4.		Date Work to be Finished:	9/23/21
5. Labor	\$12,120.00	Checked By:	Date
6. Mileage & Truck Usage	\$3,270.00	Doug Baumgartner Digitally signed by Doug Baumgartner Date: 2021.08.13 13:20:32 -0500	
7. Equipment Usage	\$2,112.50	Checked By:	Date
8. Contract Amount		Tyler Waite Digitally signed by Tyler Waite Date: 2021.08.13 15:26:03 -0500	
9. Easements		Approved By:	Date
10.		Lee Vrooman Digitally signed by Lee Vrooman Date: 2021.08.13 15:04:07 -0500	
SUBTOTAL	\$37,512.98	Director of Engineering	
Engineering & Administrative @ 6%	\$2,250.78	Approved By:	Date
Subtotal	\$39,763.76		
Less Developer Contribution		City Council	
		Authorized By:	Date
		Kevin D Johnson Digitally signed by Kevin D Johnson Date: 2021.08.18 07:28:17 -0500	
TOTAL ESTIMATED COST OF WORK ORDER	\$39,763.76	Manager	

HASTINGS UTILITIES, HASTINGS, NEBRASKA

Work Order No.: EL-173
 B.I. No.: 2.50
 B.I. Yr.: 2020/2021

LABOR AND EQUIPMENT ESTIMATE

Classification of Labor or Equipment to be Used		No of Hr/Mi/Ft	Cost Per Unit	Subtotal	Total Cost
LABOR:	Electric Department	96	65.00	6,240.00	\$12,120.00
	Engineering Department	12	50.00	600.00	
	Gas Department	96	55.00	5,280.00	
	TOTAL - LABOR				
MILEAGE:	Trucks 22 & 23 (Miles)	48	3.75	180.00	\$3,270.00
	Trucks 24 & 28 (Miles)	48	3.75	180.00	
	Trucks 25 & 26 (Miles)	48	3.75	180.00	
	Trucks 80, 81, & 82 (Miles)			0.00	
	Trucks 12, 14, & 17 (Miles)	108	3.75	405.00	
TRUCKS:	Trucks 22 & 23 (Hours)	6	218.75	1,312.50	
	Trucks 24 & 28 (Hours)	6	137.50	825.00	
	Trucks 25 & 26 (Hours)	3	62.50	187.50	
TOTAL - MILEAGE & TRUCKS				\$3,270.00	
EQUIPMENT:	Air Compressor (Hours) HU #4	6	31.25	187.50	\$2,112.50
	Backhoe (Hours) HU #1, #2, or #3	16	37.50	600.00	
	Bore Mach. (Bore Feet) HU #1, #2, or #3	300	1.50	450.00	
	Hydra Tamp (Hours) HU	4	143.75	575.00	
	Spoil Vac (Hours) HU	4	75.00	300.00	
	Trencher (Trench Hours) HU #1 or #2			0.00	
TOTAL - EQUIPMENT USAGE				\$2,112.50	
TOTAL COST ALL LABOR AND EQUIPMENT ESTIMATE					\$17,502.50

MATERIAL ESTIMATE

Quantity	Stock Number	Description	Unit Price	Stock Material	New Material
2	ea.	019-09-06 5/8" x 10' Ground Rods	13.33	26.66	
2	ea.	020-02-03 5/8" Ground Clamp	1.10	2.20	
300	ft.	023-07-03 Red Warning Tape	0.03	9.00	
6	ea.	043-08-03 #2 15Kv Loadbreak Elbows	32.98	197.88	
3	ea.	043-20-15 10Kv MOV Surge Arresters	178.73	536.19	
5	ea.	044-01-04 Split-Bolt Ground Connectors	1.55	7.75	
12	ea.	046-01-11 500MCM Terminal Lugs	10.32	123.84	
4	ea.	046-07-40 Insulated Terminal Blocks	24.61	98.44	
2	ea.	046-08-01 Transformer Ground Connectors	3.12	6.24	
3	ea.	049-12-06 18Amp 15Kv NX Current Limiting Fuses	175.00	525.00	
40	ft.	068-01-04 #4 Bare Copper Ground Wire	0.49	19.60	
600	ft.	072-02-50 500MCM THWN 600V Copper Wire	8.25	4,950.00	
1410	ft.	077-12-02 #2 15Kv Alum 220Mil Jacketed Cable	1.51	2,129.10	
120	ft.	113-06-10 4" Sch40 PVC	1.64	196.80	
TOTAL (Page 2)				\$ 8,828.70	\$ -

HASTINGS UTILITIES, HASTINGS, NEBRASKA

Work Order No.: EL173

B.I. No.: 2.50

B.I. Yr.: 2020/2021

MATERIAL ESTIMATE

Quantity		Stock Number	Description	Unit Price	Stock Material	New Material
300	ft.	110-10-10	4" Sch40 PVC Polyduct	2.50	750.00	
8	ea.	114-11-11	4" Fiberglass Elbows-90 Deg 36" R	71.53	572.24	
4	ea.	115-08-10	4" Polyduct Couplers	33.77	135.08	
1	ea.	194-02-06	Precast concrete Transformer Pad 72"x96"x8"	328.96	328.96	
24	ea.	332-04-07	1/2" x 1/2" Bronze Bolts	1.96	47.04	
24	ft.	370-01-06	1/2" Bronze Lock Washers	0.30	7.20	
48	ea.	370-02-06	1/2" Stainless Steel Washers	0.27	12.96	
24	ea.	381-04-01	1/2" Bronze Nuts	0.70	16.80	
1	ea.	582-00-01	Tubes of Silicone Caulk	5.57	5.57	
3	ea.	955-01-01	3E01 Brass Padlocks	8.52	25.56	
1	ea.		300Kv 208Y/120 3 Ph Deadfront Padmount Trans	8,424.12	8,424.12	
1	ea.		Fiberglass Secondary Junction Box	823.75	823.75	
0.5	ea.		Tons of Crushed White Rock	65.00	32.50	
1	ls		Misc. Tapes, Wire, Connectors, ect	200.00	200.00	
			Total Page 3		\$ 11,381.78	\$ -
			Total Page 2 Brt Fwd		\$ 8,828.70	\$ -
					-	
			TOTAL (Pages 2 & 3)		\$ 20,210.48	\$ -

Estimated By: B. Tran

Date: 8/12/21 Page 3

WORK ORDER ENGINEERING ESTIMATE

HASTINGS UTILITIES

HASTINGS, NEBRASKA

Name of Department: ElectricWork Order No.: EL-177Construction: XBudget Item No.: 2.50 2020/2021

Retirement: _____

Budget Item Amt: \$450,000**DESCRIPTION AND LOCATION:**

Installation of a three-phase underground electric line and padmount transformer to serve the Adams County Courthouse on 5th Street east of Denver Avenue

PURPOSE OF WORK IMPROVEMENT:

Adams County is Installing a generator at the Courthouse. Hastings Utilities has elected to remove the existing transformers from the underground vault and install a padmount transformer.

CONTRIBUTIONS/REMARKS:

Estimated Cost	Amount	Attached Map or DWG No.:	E-UD-607
1. Material to be Purchased	\$0.00	Sheet No.:	
2.	0.00		
3. Material from Stock	\$29,296.60	Date Work to be Started:	9/4/21
4.		Date Work to be Finished:	12/3/21
5. Labor	\$7,240.00	Checked By:	Date
6. Mileage & Truck Usage	\$1,301.25	Doug Baumgart Digitally signed by Doug Baumgart Date: 2021.08.13 13:18:30 -05'00'	
7. Equipment Usage	\$0.00	Checked By:	Date
8. Contract Amount		Tyler Waite Digitally signed by Tyler Waite Date: 2021.08.13 13:33:24 -05'00'	
9. Easements		Approved By:	Date
10.		Lee Vrooman Digitally signed by Lee Vrooman Date: 2021.08.13 15:06:08 -05'00'	
SUBTOTAL	\$37,837.85	Director of Engineering	
Engineering & Administrative @ 6%	\$2,270.27	Approved By:	Date
Subtotal	\$40,108.12		
Less Material Returnable to Stock		City Council	
Subtotal	\$40,108.12	Authorized By:	Date
Less Developer Contribution		Kevin D Johnson Digitally signed by Kevin D Johnson Date: 2021.08.18 07:29:45 -05'00'	
TOTAL ESTIMATED COST OF WORK ORDER	\$40,108.12	Manager	

HASTINGS UTILITIES, HASTINGS, NEBRASKA

Work Order No.: EL-177
 B.I. No.: 2.50
 B.I. Yr.: 2020/2021

LABOR AND EQUIPMENT ESTIMATE

Classification of Labor or Equipment to be Used	No of Hr/Mi/Ft	Cost Per Unit	Subtotal	Total Cost
LABOR: Electric Department	96	65.00	6,240.00	
Engineering Department	20	50.00	1,000.00	
Gas Department			0.00	
TOTAL - LABOR				\$7,240.00
MILEAGE: Trucks 22 & 23 (Miles)	4	3.75	15.00	
Trucks 24 & 28 (Miles)	4	3.75	15.00	
Trucks 25 & 26 (Miles)	4	3.75	15.00	
Trucks 80, 81, & 82 (Miles)			0.00	
Trucks 12, 14, & 17 (Miles)			0.00	
TRUCKS: Trucks 22 & 23 (Hours)	3	218.75	656.25	
Trucks 24 & 28 (Hours)	3	137.50	412.50	
Trucks 25 & 26 (Hours)	3	62.50	187.50	
TOTAL - MILEAGE & TRUCKS				\$1,301.25
EQUIPMENT: Air Compressor (Hours) HU #4			0.00	
Backhoe (Hours) HU #1, #2, or #3			0.00	
Bore Mach. (Bore Feet) HU #1, #2, or #3			0.00	
Hydra Tamp (Hours) HU			0.00	
Spoil Vac (Hours) HU			0.00	
Mini Excavator (Mini-Exc. Hours) HU			0.00	
TOTAL - EQUIPMENT USAGE				\$0.00
TOTAL COST ALL LABOR AND EQUIPMENT ESTIMATE				\$ 8,541.25

MATERIAL ESTIMATE

Quantity	Stock Number	Description	Unit Price	Stock Material	New Material
1	ea.	019-09-06 5/8" x 10' Ground Rods	13.33	13.33	
1	ea.	020-02-03 5/8" Ground Clamps	1.48	1.48	
6	ea.	043-08-03 #2 15KV Loadbreak Elbows	33.95	203.70	
3	ea.	043-08-10 4/0 15KV Loadbreak Elbows	31.99	95.97	
3	ea.	043-10-01 10KV Ground Plugs	20.81	62.43	
3	ea.	043-20-15 10KV MOV Surge Arresters	178.73	536.19	
10	ea.	044-01-04 Split-Bolt Ground Connectors	1.55	15.50	
4	ea.	046-08-01 Transformer Ground Connectors	3.80	15.20	
3	ea.	049-01-19 200Amp Fuse Links	39.09	117.27	
3	ea.	049-12-11 40Amp 15KV NX Current Limiting Fuses	202.62	607.86	
3	ea.	055-02-03 200Amp 15KV Loadbreak Cutouts	238.73	716.19	
40	ft.	068-01-04 #4 Bare Copper Ground Wire	0.49	19.60	
360	ft.	077-13-02 #2 15KV Aluminum 220Mil Jacketed Cable	1.51	543.60	
240	ft.	077-13-40 4/0 15KV Aluminum 220Mil Jacketed	2.58	619.20	
		TOTAL (Page 2)		\$3,567.52	\$ -

HASTINGS UTILITIES, HASTINGS, NEBRASKA

Work Order No.: EL-177

B.I. No.: 2.50

B.I. Yr.: 2020/2021

MATERIAL ESTIMATE

Quantity		Stock Number	Description	Unit Price	Stock Material	New Material
3	ea.	089-17-02	4/0 15KV Termimatics	52.07	156.21	
3	ea.	089-52-40	4/0 Stem Connectors	19.86	59.58	
1	ea.	098-01-02	Wire Pulling Compound	9.15	9.15	
1	ea.	099-03-06	3-Hole Cable Breakout for 4" PVC	60.81	60.81	
1	ea.	194-02-13	Precast Concrete Switch Pad 48" x 84" x 8"	477.19	477.19	
1	ea.	196-20-05	200Amp 15KV 3-Phase DF Pdmt HU-E Switch	7,892.32	7,892.32	
4	ea.	320-05-05	1/2" x 1 1/2" Hex Cap Screws	0.34	1.36	
4	ea.	375-16-09	1/2" Caulking Anchors	1.54	6.16	
2	ea.	582-00-01	Tubes of Silicone Caulk	5.91	11.82	
4	ea.	955-01-01	3E01 Brass Padlock	8.52	34.08	
1	ea.		750KVA 13800Y/7970 208Y/120 3Ph DF Pdmt	16,820.40	16,820.40	
1	LS		Miscellaneous Tape, Wire, Connectors, Etc.	200.00	200.00	
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			Total Page 3		\$25,729.08	\$ -
			Total Page 2 Brt Fwd		\$ 3,567.52	\$ -
					-	
			TOTAL (Pages 2 & 3)		\$29,296.60	\$ -

Estimated By: T. Waite

Date: 8/12/21 Page 3



317 SOUTH BURLINGTON, HASTINGS, NEBRASKA 68901

Date: August 26th, 2021

To: Dave Ptak

From: Sgt. Paul Weber

Re: Liquor Application

I have reviewed the Manager Application for License, Bosselman Pump & Pantry, Inc. #24 (1630 East J Street Hastings, NE) , submitted by Kinsey Bosselman

I have not discovered any information that would disqualify either the applicant or the establishment.

Sgt. Paul Weber

Section B: Event Agreement

This application must be filed with the Hastings City Clerk at 220 North Hastings Avenue,
Hastings, NE at least 60 days prior to the date of the event.

Fees may be applicable.

(Will accept scanned form emailed to kjacobitz@cityofhastings.org)

Date(s) of Event: October 10, 2021 Event Name: Hastings Area CROP Walk for Hunger
Contact Person: Susie Graham /Sharon Selley Phone: 402-469-2638 / 402-519-1386
Address: 400 Forest Blvd, Hastings, NE or 917 Ronan Drive, Hastings, NE
Email: kg61532@windstream.net or/and sselley69@yahoo.com Daytime Phone: same as above
Name of Organization Hosting Event: Church Women United
Type of Organization: Corporation LLC ☒ Other If Other, provide name: Other
Type of Event: Fund raiser for Church World Service - CROP Communities Responding to Overcome
Example: Running, Biking, Parade, etc. (Held on City Property or Public Right-of-Way)

Will alcohol be served at this event? Yes ☒ No If yes, license agreement is required.

Please review City Code Section 8-107 for alcohol consumption restrictions on property owned by city.

City fee for fencing is \$300 per event (as of 10/01/2021). Fencing fee payable to the City of Hastings Engineering Department, **prior** to event. Refer to Nebraska Liquor Control Rules and Regulations for fencing requirements.

Will electrical power be needed? Yes ☒ No (Only permitted where currently available.)

Please describe activities included in this event:

A walk around Heartwell Park. Water and cookies

Event Location: Walking around Heartwell Park

- Before an event is scheduled on City owned property, it must receive prior City approval.
- The event should not be held on a public street or roadway. Consider use of off-street trails such as the Pioneer Spirit Trail.
- Please attach map of route of any such event.
- Review City Code Section 13-508 for prohibited acts: discharge of fireworks

Event Start Time: 2:00 PM Start Time Needed to Set Up & Access Area (if applies): _____

Event End Time: 3:30 PM Ending Time Needed to Clean up Area (if applies): _____

I represent that I am authorized to sign the agreement on behalf of the organization hosting this event and, if the event is approved by the City of Hastings, my organization agrees to defend, indemnify and hold the City of Hastings harmless for any loss or claim of loss related to this event.

Sharon Ruth Selley

Key: e3d8850ca9fb5a9188d00889f0d295b1

09/01/2021

Authorized Signature for Host Organization

Date

Official Office Use Only

Authorized Signature – City of Hastings

Date of Council Approval



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/7/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Waldorf Risk Solutions, LLC PO Box 590 Huntington NY 11743	CONTACT NAME: Lauren Boss PHONE (A/C, No, Ext): 631-423-9500 E-MAIL ADDRESS: lauren@wrs1928.com	FAX (A/C, No): 631-424-3610
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Certain Underwriters at Lloyds, London - AA1122000		
INSURER B : Travelers		5606
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 800080032**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	21W1777	4/7/2021	4/7/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			21XS008	4/7/2021	4/7/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐ N / A	Y	UB-6K03467A-21-43-G -	4/6/2021	4/6/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage certified above extends to include the Certificate Holder as Additional Insured but only with respect to liability arising out of the CROP Walk.

RE: HASTINGS CROP Hunger Walk - 10/10/21

Certificate holder is additional insured for general liability if required by written contract executed prior to loss. Primary & noncontributory status is governed by the terms & conditions of the insurance policies of all parties to the contract. Waiver of Subrogation applies for general liability if required by written contract executed prior to loss.

CERTIFICATE HOLDER**CANCELLATION**City of Hastings
220 North Hastings Ave
Hastings NE 68901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

City of Hastings
220 North Hastings Ave
Hastings NE 68901

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations;
or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

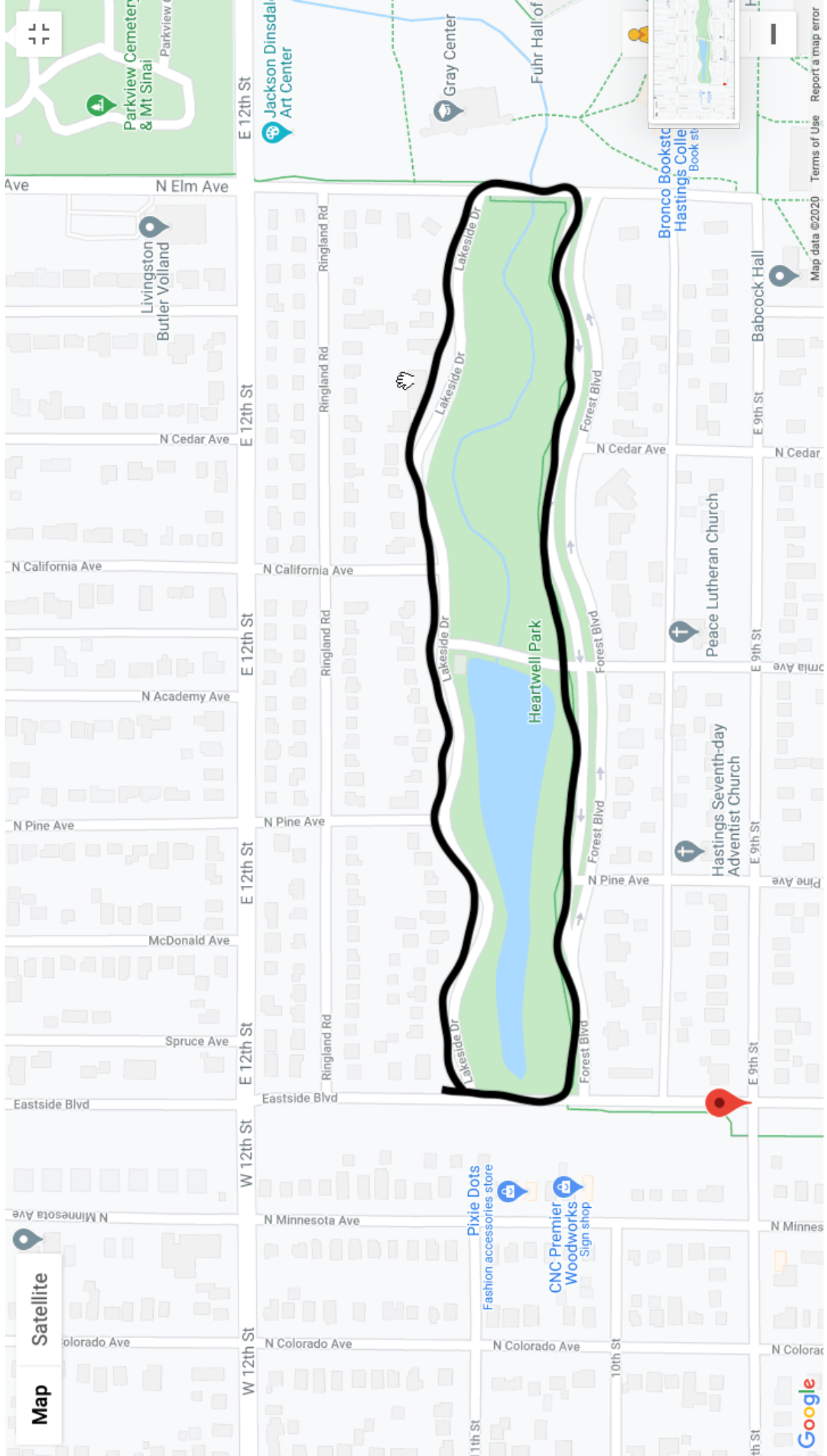
B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



Section B: Event Agreement

This application must be filed with the Hastings City Clerk at 220 North Hastings Avenue,
Hastings, NE at least 60 days prior to the date of the event.

Fees may be applicable.

(Will accept scanned form emailed to kjacobitz@cityofhastings.org)

Date(s) of Event: 09/19/21 Event Name: Festival
Contact Person: David Zach Phone: 4024695597
Address: 6000 North Blaine Ave
Email: davidzach@windstream.net Daytime Phone: 4024695597
Name of Organization Hosting Event: LifeLight/Collision
Type of Organization: ☐ Corporation ☐ LLC ☒ Other If Other, provide name: LifeLight/Collision
Type of Event: Festival and Concert
Example: Running, Biking, Parade, etc. (Held on City Property or Public Right-of-Way)

Will alcohol be served at this event? ☐ Yes ☒ No If yes, license agreement is required.

Please review City Code Section 8-107 for alcohol consumption restrictions on property owned by city.

City fee for fencing is \$300 per event (as of 10/01/2021). Fencing fee payable to the City of Hastings Engineering Department, **prior** to event. Refer to Nebraska Liquor Control Rules and Regulations for fencing requirements.

Will electrical power be needed? ☐ Yes ☒ No (Only permitted where currently available.)

Please describe activities included in this event:

Five Band Concert. This request permission to barricade the street between chautauqua park and the skate park, see map.

Event Location: Chautauqua Park

- Before an event is scheduled on City owned property, it must receive prior City approval.
- The event should not be held on a public street or roadway. Consider use of off-street trails such as the Pioneer Spirit Trail.
- Please attach map of route of any such event.
- Review City Code Section 13-508 for prohibited acts: discharge of fireworks

Event Start Time: 4:00pm Start Time Needed to Set Up & Access Area (if applies): 8:00am
Event End Time: 9:00pm Ending Time Needed to Clean up Area (if applies): 11:00pm

I represent that I am authorized to sign the agreement on behalf of the organization hosting this event and, if the event is approved by the City of Hastings, my organization agrees to defend, indemnify and hold the City of Hastings harmless for any loss or claim of loss related to this event.

David J Zach
Key: e3d8850ca9fb5a0188d00889f0d29561

09/07/2021

Authorized Signature for Host Organization

Date

Official Office Use Only

Authorized Signature – City of Hastings

Date of Council Approval



Spectators



STAGE

FOOD TRUCKS

Merch & Vendor Tables

Road closed - "BACK STAGE" parking for artists & production crew's vehicles



LIFECOM-02

JRELIHAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/7/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines American Church Group of the Dakotas Sioux Falls, SD 57106	CONTACT NAME: Dustin Strande PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: dstrande@americanchurchgroup.com INSURER(S) AFFORDING COVERAGE INSURER A : Brotherhood Mutual Ins Co INSURER B : _____ INSURER C : _____ INSURER D : _____ INSURER E : _____ INSURER F : _____
INSURED Lifelight Communications, Inc 420 S Duluth Ave Sioux Falls, SD 57104	NAIC # _____

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER: _____			40M2A0466808	6/15/2021	6/15/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 _____ \$ _____
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ _____ \$ _____
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ _____						EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ _____ \$ _____
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ _____ E.L. DISEASE - EA EMPLOYEE \$ _____ E.L. DISEASE - POLICY LIMIT \$ _____

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Liability extends to the City of Hastings for Lifelight Event on September 19, 2021

CERTIFICATE HOLDER**CANCELLATION**

City of Hastings 220 N Hastings Ave Hastings, NE 68901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

Department: Solid Waste
Staff Contact: Jack Newlun, Lee Vrooman
Council Meeting Date: 9/13/2021

AGENDA ITEM SUMMARY SHEET

Description of Item:

Approval to award the Solid Waste Concrete Drive and Parking Agreement to Ben Engel Construction in the amount of \$99,550.27.

Names of People/Business affected by this action:

City of Hastings
Solid Waste Department

Why Council action is required:

Council approval is required for agreements.

Type of action requested:

Motion

Suggested motion:

Motion to approve the award of the Solid Waste Concrete Drive and Parking Agreement to Ben Engel Construction in the amount of \$99,550.27.

Deadlines associated with action:

60 Days

Department head comments:

Project is to replace the existing 30 year old asphalt drive from Southern Hills Drive into the facility. This area sees heavy truck traffic daily as they go on and off the scales. Project also includes a new paved area by the fueling station and an area north of the existing shop building for equipment parking. The low bid is consistent with pricing we have received for other concrete projects this past year and is reflective of contractor workload and staffing.

Recommend Approval

City Administrator comments:

Recommend approval



To: Marty Stange and Jack Newlun
From: Lee Vrooman *LTV*
Date: August 17, 2021
Subject: Bid Evaluation for Solid Waste Concrete Drive and Parking
Project No. CH 2021-08 FC-10

On August 11, 2021 bids were opened for the Solid Waste Concrete Drive and Parking. A summary of the bids is given below:

BIDDER	Bid Surety	Exceptions	Total
Heartland Concrete & Construction Hastings, NE	5%	No	\$101,192.36
Ben Engel Construction Hastings, NE	5%	Yes	\$99,550.27
Farris Construction Hastings, NE	5%	Yes	\$130,686.00

Project CH 2021-08 FC-10 is to remove and replace a portion of the existing drive off of Southern Hills Drive and then to add concrete to the areas around the fueling station and metal containers for parking. This work will be completed in phases to keep the facility accessible to customers at all times.

Ben Engel Construction was the low bid with an exception to the completion date of November 15, 2021. This exception is acceptable to staff. Although above the budgeted amount of \$75,000, pricing for this project is in line with the latest bids we have received for paving projects. Work is expected to start this fall with the completion date likely the spring of 2022, depending on weather and contractor availability.

Staff recommends that the project be awarded to Ben Engel Construction of Hastings, Nebraska for a total of \$99,550.27 which is the lowest and best bid for the City of Hastings.

AGREEMENT

THIS AGREEMENT, made and entered into this 23rd day of August, 2021, by and between the City of Hastings, Party of the First Part, hereinafter called the "Purchaser" or "City", and Ben Engel Construction, L.L.C., a Limited Liability Corporation of (town) Hastings, in the State of Nebraska, Party of the Second Part, hereinafter called the "Contractor".

WITNESSETH: THAT,

WHEREAS: The Purchaser has caused the necessary contract documents to be prepared for defining material, equipment, and/or labor to be supplied to the City of Hastings, and delivered complete as specified in the accompanying contract documents.

WHEREAS: The Purchaser has advertised for bids from Contractors, has received said bids, analyzed same and duly awarded a contract to the "Contractor", "Party of the Second Part", for material, equipment, and/or labor as hereinafter set forth and as stated more in detail in the Proposal and related contract documents to wit; Notice to Bidders, Instructions to Bidders, Specifications; all of which documents are attached hereto and made a part of this Contract.

NOW, THEREFORE: It is hereby agreed that for the sum of ninety-nine thousand, five hundred fifty and twenty-seven/00. (\$99,550.27)

to be paid by the Purchaser, within Thirty (30) days after the acceptance of material, equipment, and/or labor by the Purchaser, to the Contractor, the Contractor agrees to furnish all materials, equipment, and/or labor as required by the accompanying specifications, and the aforesaid contract documents, for **Solid Waste Concrete Drive & Parking, CH 2021-08 FC-10.**

All materials, equipment, and/or labor shall be in accordance with the accompanying contract documents and specifications which are as much a part of this Agreement as if repeated verbatim herein.

It is further agreed that the Contractor will start work promptly, furnish the necessary drawings promptly and complete the work in the number of days set forth in the Proposal.

IN WITNESS WHEREOF: The Parties of the First and Second Parts have hereto set their hands and seals on the day and year above written.

AGREEMENT

CITY OF HASTINGS
Party of the First Part

By: _____

Date: _____

ATTEST:

City Clerk

SEAL

CONTRACTOR
Party of the Second Part

Ben Engel Construction

By: Ben Engel

Title: Member

Date: 8/16/2021

APPROVED TO FORM:

City Attorney

Note: If executed by one other than President, Partner or the individual Owner, a Power-of-Attorney authorizing execution should accompany this Contract.

Page 1

**CERTIFICATE OF ORGANIZATION
OF
BEN ENGEL CONSTRUCTION, L.L.C.**

NE Sec of State John A. Dale - CORP CRTD
1001160905
BEN ENGEL CONSTRUCTION, L.L.C.
Filed: 10/10/2012 03:34 PM

The undersigned, in order to form a limited liability company for the purposes hereinafter set forth, and in conformity with the Nebraska Uniform Limited Liability Company Act, Neb. Rev. Stat. §§ 21-101, et. seq., does hereby make and verity this written certificate and adopt as the Certificate of Organization of such limited liability company the following:

1. Name. The name of the limited liability company shall be Ben Engel Construction, L.L.C. (the "Company").
2. Initial Designated Office. The address of the initial designated office of the limited liability company in the State of Nebraska is 616 North 4th Avenue, Hastings, NE 68901.
3. Registered Agent. The name and address of the limited liability company's registered agent in the State of Nebraska is Benjamin L. Engel, 616 North 4th Avenue, Hastings, NE 68901.

The undersigned, being the organizer of the Company, hereby adopt and sign the foregoing Certificate of Organization for the purposes of forming the Company under the Act.

Dated this 1st day of January, 2012.


Benjamin L. Engel

PROPOSAL PAGES

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 sixty (60) 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.

The undersigned bidder agrees and understands that they 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.

DATED IN _____ this 11th day of AUGUST, 2021.

I/We hereby acknowledge receipt of Addenda Nos. none BEC.

PROPOSAL PAGES

SOLID WASTE CONCRETE DRIVE & PARKING CH 2021-08 FC-10 Project Quantities						
Item #	Description	Estimated Quantity	Unit		Unit Price	Amount
1.	Mobilization	1	LS	\$	6,252.02	\$ 6,252.02
2.	Remove Asphalt Pavement	589	SY	\$	12.00	\$ 7,068.00
3.	Remove Concrete Pavement	54	SY		12.00	648.00
4.	Build 8" PCC Pavement 47B (6) Sack Mix	356	SY	\$	74.25	\$ 26,433.00
5.	Build 8" PCC Pavement 47B (7) Sack Mix	669	SY	\$	78.25	\$ 52,349.25
6.	Subgrade Preparations	1025	SY	\$	6.00	\$ 6,150.00
7.	Traffic Control	1	LS		650.00	650.00

Total: \$ 99,550.27

Written Total: Ninety nine thousand five hundred fifty and 27/100

Exceptions: No ☒ Yes ☐ (If yes, attach exceptions)
Amount to be shown in both words and figures. In case of a discrepancy, the unit price shall prevail.

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 as follows: **Project No. CH 2021-08 FC-10, Solid Waste Concrete Drive and Parking**, must be completed by November 15, 2021.

Laserfiche/Engineering/Specifications/CH 2021-08 FC-10

(Title) Seth Weedin, Attorney-in-Fact

Init.

Ben Engel Construction
3405 S Valley Road
Hastings NE 68901
402.984.5961
Info@benengelconstruction.com

August 11, 2021

RE: CH 2021-08 FC-10

Please be advised that due to the late bid letting on this project. The time frame for completion is very short. All efforts would be made to complete the project within the written time schedule. However, the reality for completion would more than likely be the first on next year. Hopefully if weather permits it could be completed in the month of March 2022.

Thank you.

Ben Engel

A handwritten signature in black ink, appearing to be 'Ben Engel', written over the printed name.

EXCEPTIONS

All proposal information, including any unit price fill in sheets or other required information, shall be submitted on the proposal forms hereto attached. Copies of addenda, if any, shall be signed and attached to the bound volume submitted. City of Hastings does NOT accept faxed or emailed bid returns.

Bidders shall inform themselves of all relevant matters, and, if awarded the contract, shall not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder might not have fully informed himself, prior to the bidding.

The Bidder bidding on the Specifications herein, who has exceptions to those called for in the Specifications, must so state in the space provided below and/or attach a letter explaining in detail the exceptions taken to those required in the Specifications. This letter of explanation shall become a part of the bid and shall be attached hereto. Failure by the Bidder to outline his exceptions will require the successful Bidder to comply with these Specifications.

EXCEPTIONS TO SPECIFICATIONS:

Most work would be completed during outlined hours. However there may be some day that may be outside these guideline due to Weather & other schedule issue such as delivery of materials.

The City will not assume obligations resulting from losses or damages until acceptance of the equipment.

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of any part of the Specifications or other proposed contract documents, he may submit to Purchaser a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued or delivered to each person receiving a set of such documents. The Purchaser will not be responsible for any other explanation or interpretation of the proposed documents.

All addendums must be signed and attached to bid documents or proposal will not be accepted.

BID TABULATION FOR
CITY OF HASTINGS- SOLID WASTE CONCRETE DRIVE & PARKING
Formal Contract No: CH 2021-08 FC-10
Bid Opening: Wednesday, August 11, 2021 @ 1:30 PM

Name	Bid Bond	Exceptions	Total
Heartland Concrete & Construction Inc	Yes	No	\$101,192.36
Ben Engel Construction LLC	Yes	Yes	\$99,550.27
Farris Construction Co Inc.	Yes	Yes	\$130,686.00

Department: EPA Attorney
Staff Contact: Michael Sullivan
Council Meeting Date: 9/13/2021

AGENDA ITEM SUMMARY SHEET

Description of Item:

Application for Letter of Credit ("L/C"), Standby Trust Agreement, and related documents for the City's Performance Guarantee obligations related to the Hastings Groundwater Contamination Site.

Names of People/Business affected by this action:

City of Hastings
U.S. EPA
State of Nebraska, Department of Environmental & Energy
Five Points Bank of Hastings

Why Council action is required:

Contracts require Council approval.

Type of action requested:

Motion

Suggested motion:

Motion that the Mayor be authorized to execute those documents necessary to obtain and maintain a letter of credit from Five Points Bank of Hastings in the amount of \$2,784,460 to satisfy the Performance Guarantee obligations related to the Hastings Groundwater Contamination Site.

Deadlines associated with action:

The current L/C term expires on September 24, 2021, but it will continue in effect until a new L/C is in place.

Department head comments:

Hastings has entered into Consent Decrees with EPA to perform certain investigation and remediation activities "Work" at the North Landfill, South Landfill, and 2nd Street Subsites, as well as at the Area Wide Operable Unit, and is required, by the terms of those Consent Decrees, to provide security for performance of Hastings' share of the Work, known as a Performance Guarantee (also referred to in the past as "Financial Assurance"). We consolidated all of the L/C's in August, 2011 into one, to cover all of the Consent Decrees.

Five Points Bank of Hastings ("FPB") has agreed to provide the L/C for this coming year for a fee of \$1,000.00. Additionally, we have secured the L/C each year by committing to deposit funds of the City for the amount of the performance guarantee at a fixed rate of interest for the one-year

term of the L/C.

A Standby Trust (which conforms with federal regulations) will be signed by the Mayor and FPB. It will be necessary that the Mayor sign standard bank documents in connection with the L/C. These documents will be reviewed by counsel prior to execution by the Mayor.

It will be necessary to renew the L/C on an annual basis until all obligations under the Consent Decrees have been satisfied. The amount of the L/C, currently \$2,784,460, will change over the years depending upon our obligations to EPA. For one thing, we finalized our obligations at the 2nd Street Subsite this past year, and I have been in contact with EPA to have that Consent Decree terminated, which will reduce the amount of the L/C. I doubt that this will be accomplished by September 24 because it appears that there are a number of steps to take in order to have the Consent Decree terminated. You will be kept informed of any changes in our obligations to EPA.

City Administrator comments:

Recommend approval

STANDBY TRUST AGREEMENT

(CONSOLIDATED LETTER OF CREDIT – \$2,784,460)

Trust Agreement, the "Agreement," entered into as of the ____ day of September, 2021, by and between the **City of Hastings**, Nebraska, a municipal corporation, the "Grantor," and **Five Points Bank of Hastings**, Hastings, Nebraska, the "Trustee."

Whereas, the United States Environmental Protection Agency, "EPA," an agency of the United States Government, has established certain regulations applicable to the Grantor, requiring that an owner or operator of a hazardous waste management facility shall provide assurance that funds will be available when needed for closure and/or post-closure care of the facility,

Whereas, the Grantor has elected to establish a trust to provide all or part of such financial assurance for the facilities identified herein,

Whereas, the Grantor, acting through its duly authorized officers, has selected the Trustee to be the trustee under this agreement, and the Trustee is willing to act as trustee,

Now, therefore, the Grantor and the Trustee agree as follows:

Section 1. Definitions. As used in this Agreement:

(a) The term "Grantor" means the owner or operator who enters into this Agreement and any successors or assigns of the Grantor.

(b) The term "Trustee" means the Trustee who enters into this Agreement and any successor Trustee.

Section 2. Identification of Facilities and Cost Estimates. This Agreement pertains to the facilities and cost estimates identified on attached Schedule A.

Section 3. Establishment of Fund. The Grantor and the Trustee hereby establish a trust fund, the "Fund," for the benefit of EPA. The Grantor and the Trustee intend that no third party have access to the Fund except as herein provided. The Fund is established initially as consisting of the property, which is acceptable to the Trustee, described in Schedule B attached hereto. Such property and any other property subsequently transferred to the Trustee is referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities of the Grantor established by EPA.

Section 4. Payment for Closure and Post-Closure Care. The Trustee shall make payments from the Fund as the EPA Regional Administrator shall direct, in writing, to provide for the payment of the costs of closure and/or post-closure care of the facilities covered by this Agreement. The Trustee shall reimburse the Grantor or other persons as specified by the EPA Regional Administrator from the Fund for closure and post-closure expenditures in such amounts as the EPA Regional Administrator shall direct in writing. In addition, the Trustee shall refund to the Grantor such amounts as the EPA Regional Administrator specifies in writing. Upon refund, such funds shall no longer constitute part of the Fund as defined herein.

Section 5. Payments Comprising the Fund. Payments made to the Trustee for the Fund shall consist of cash or securities acceptable to the Trustee.

Section 6. Trustee Management. The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which the Grantor may communicate in writing to the Trustee from time to time, subject, however, to the provisions of this section. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge his duties with respect to the trust fund solely in the interest of the beneficiary and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; except that:

(i) Securities or other obligations of the Grantor, or any other owner or operator of the facilities, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 U.S.C. 80a-2.(a), shall not be acquired or held, unless they are securities or other obligations of the Federal or a State government;

(ii) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal or State government; and

(iii) The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

Section 7. Commingling and Investment. The Trustee is expressly authorized in its discretion:

(a) To transfer from time to time any or all of the assets of the Fund to any common, commingled, or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and

(b) To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 U.S.C. 80a-1 et seq., including one which may be created, managed, underwritten, or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

Section 8. Express Powers of Trustee. Without in any way limiting the powers and discretions conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

(a) To sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;

(b) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(c) To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund;

(d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the Federal or State government; and

(e) To compromise or otherwise adjust all claims in favor of or against the Fund.

Section 9. Taxes and Expenses. All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements of the Trustee shall be paid from the Fund.

Section 10. Annual Valuation. The Trustee shall annually, at least 30 days prior to the anniversary date of establishment of the Fund, furnish to the Grantor and to the appropriate EPA Regional Administrator a statement confirming the value of the Trust; provided, no such statement will be required for any reporting period during which no assets other than an irrevocable letter of credit were held in the trust. Any securities in the Fund shall be valued at market value as of no more than 60 days prior to the anniversary date of establishment of the Fund. The failure of the Grantor to object in writing to the Trustee within 90 days after the statement has been furnished to the Grantor and the EPA Regional Administrator shall constitute a conclusively binding assent by the Grantor, barring the Grantor from asserting any claim or liability against the Trustee with respect to matters disclosed in the statement.

Section 11. Advice of Counsel. The Trustee may from time to time consult with counsel, who may be counsel to the Grantor, with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

Section 12. Trustee Compensation. The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the Grantor.

Section 13. Successor Trustee. The Trustee may resign or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has appointed a successor trustee and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer, and pay over to the successor trustee the funds and properties then constituting the Fund. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in a writing sent to the Grantor, the EPA Regional Administrator, and the present Trustee by certified mail 10 days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section shall be paid as provided in Section 9.

Section 14. Instructions to the Trustee. All orders, requests, and instructions by the Grantor to the Trustee shall be in writing, signed by such persons as are designated in the attached Exhibit A or such other designees as the Grantor may designate by amendment to Exhibit A. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests, and instructions. All orders, requests, and instructions by the EPA Regional Administrator to the Trustee shall be in writing, signed by the EPA Regional Administrators of the Regions in which the facilities are located, or their designees, and the Trustee shall act and shall be fully protected in acting in accordance with such orders, requests, and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor or EPA hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests, and instructions from the Grantor and/or EPA, except as provided for herein.

Section 15. Notice of Nonpayment. The Trustee shall notify the Grantor and the appropriate EPA Regional Administrator, by certified mail within 10 days following the expiration of the 30-day period after the anniversary of the establishment of the Trust, if no required payment is received from the Grantor during that period. After the pay-in period is completed, the Trustee shall not be required to send a notice of nonpayment.

Section 16. Amendment of Agreement. This Agreement may be amended by an instrument in writing executed by the Grantor, the Trustee, and the appropriate EPA Regional Administrator, or by the Trustee and the appropriate EPA Regional Administrator if the Grantor ceases to exist.

Section 17. Irrevocability and Termination. Subject to the right of the parties to amend this Agreement as provided in Section 16, this Trust shall be irrevocable and shall

continue until terminated at the written agreement of the Grantor, the Trustee, and the EPA Regional Administrator, or by the Trustee and the EPA Regional Administrator, if the Grantor ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered to the Grantor.

Section 18. Immunity and Indemnification. The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor or the EPA Regional Administrator issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or from the Trust Fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the Grantor fails to provide such defense.

Section 19. Choice of Law. This Agreement shall be administered, construed, and enforced according to the laws of the State of Nebraska.

Section 20. Interpretation. As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement.

In Witness Whereof the parties have caused this Agreement to be executed by their respective officers duly authorized and their corporate seals to be hereunto affixed and attested as of the date first above written: The parties below certify that the wording of this Agreement is identical to the wording specified in 40 CFR 264.151(a)(1) as such regulations were constituted on the date first above written.

CITY OF HASTINGS, Grantor

FIVE POINTS BANK OF HASTINGS,
Trustee

By: _____
Corey Stutte, Mayor

By: _____

Attest: _____
City Clerk

STATE OF NEBRASKA)
)ss.
COUNTY OF ADAMS)

On this ____ day of September, 2021, before me personally came Corey Stutte to me known, who, being by me duly sworn, did depose and say that he resides at Hastings, Nebraska, that he is the duly elected and sworn Mayor of the City of Hastings, Nebraska, a municipal corporation, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to such instrument is such corporate seal; that it was so affixed by order of the Hastings City Council, and that he signed his name thereto by like order.

Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me on the ____ day of September, 2021, by Terry Anstine, President of Five Points Bank of Hastings.

Notary Public

SCHEDULE A

FACILITIES AND COST ESTIMATES

1. FACILITIES.

- A. North Landfill Source Control. Construction of surface water controls and landfill cover, consisting primarily of a clay cap, fencing, and other related improvements upon the North Landfill Subsite (CERCLIS ID # NED980862668; Operable Unit # 10) of the Hastings Groundwater Contamination Site, pursuant to the Remedial Design approved by EPA on December 20, 1995, and attached as Appendix B to the Consent Decree lodged on May 18, 1998 in the United States District Court for the District of Nebraska as Civil Action No. 8:98CV265, and signed by United States District Judge Thomas M. Shanahan on August 13, 1998. The PRP's are deemed to have met the performance standards as of September 30, 2017, and have been excused from any obligation to furnish a Performance Guarantee for this Operable Unit.
- B. North Landfill Groundwater (Well D System). Operation and maintenance of extraction Well D, and sampling and analysis of Well D and other wells at the North Landfill Subsite (CERCLIS ID # NED980862668; Operable Unit # 02) of the Hastings Groundwater Contamination Site, pursuant to the Statement of Work (Appendix B) and Remedial Design approved by EPA as provided in Paragraph 11 of the Consent Decree lodged on September 14, 2007 in the United States District Court for the District of Nebraska as Civil Action No. 8:07CV365, and signed by United States District Judge Lyle E. Strom on November 15, 2007.
- C. South Landfill. Construction of surface water controls and landfill cover, consisting primarily of a clay cap, fencing, and other related improvements upon the South Landfill Subsite (CERCLIS ID # NED980862668; Operable Unit # 05) of the Hastings Groundwater Contamination Site, as described in the Record of Decision issued by U.S.E.P.A. Region VII on September 28, 2000, and to be constructed in accordance with the Remedial Design to be prepared pursuant to the Statement of Work attached as Appendix B to the Consent Decree lodged on August 13, 2003, in the United States District Court for the District of Nebraska as Civil Action No. 8:03CV321, and signed by United States District Judge Laurie Smith Camp on November 12, 2003.
- D. 2nd Street Subsite. The City of Hastings has agreed to undertake the following activities at the Second Street Subsite of the Hastings Groundwater Contamination Site (CERCLIS #: NED980862668, Operable Units 12 and 20): (1) Payment of \$1,000,000 to the United States in reimbursement of EPA's response costs; (2) Perform response work totaling \$1,700,000 to support and assist EPA's implementation of the remedial actions at the Subsite (or pay \$1,700,000, less the total amount of response work performed) ; and (3) pay the United States 80% of the insurance proceeds attributable to the Subsite that Hastings recovers in its ongoing litigation with its insurance carriers. The foregoing activities are described in the Consent Decree ("CD") entered in the United States District Court for the District of

Nebraska on August 30, 2010, Civil Action No.: 8:10-cv-247, as well as the Statement of Work and related documents incorporated therein.

- E. Area Wide Operable Unit. The selected interim remedy for the Area Wide Operable Unit (CERCLIS ID # NED980862668; Operable Unit # 19) of the Hastings Groundwater Contamination Site, is generally described as institutional controls and related actions, as described in the Record of Decision issued by U.S.E.P.A. Region VII on June 25, 2001, and to be constructed in accordance with the Remedial Design to be prepared pursuant to the Statement of Work attached as Appendix B to the Consent Decree lodged on December 19, 2003, in the United States District Court for the District of Nebraska as Civil Action No. 8:03CV531, and signed by United States District Judge Joseph F. Bataillon on February 26, 2004.

2. COST ESTIMATES.

U.S.E.P.A. Region VII has established the cost estimate for the Work to be performed above to be in the amount of \$3,190,003. Pursuant to agreements among the Defendants named in the above Consent Decrees, other Defendants have provided a portion of the Performance Guarantee, and Hastings is providing the remainder of the Performance Guarantee in the amount of Two Million Seven Hundred Eighty-Four Thousand Four Hundred Sixty Dollars (\$2,784,460) broken down as set forth hereinafter.

	Subsite/OU	Ct. Case #	Orig. Amt	New Total	City Share
1	NLF Source Control, OU 10	8:98-cv-265	1,100,000	318,003	318,003
2	NLF Groundwater, OU 02	8:07-cv-00365	1,120,000	0	0
3	SLF Source & GW, OU 5	8:03-cv-321	1,519,370	912,300	506,457
4	2 nd Street, OU 12 & 20	8:10-cv-247	1,500,000	1,500,000	1,500,000
5	Area Wide, OU 19	8:03-cv-00531	600,000	460,000	460,000
	Total		5,839,370	3,190,003	2,784,460

SCHEDULE B

PROPERTY

A. Cash: \$0

B. Letter of Credit, an example of which is attached hereto as Exhibit 1.

Exhibit 1 to Schedule B

[Letterhead of Issuing Institution]

IRREVOCABLE STANDBY LETTER OF CREDIT

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER: _____

ISSUANCE DATE: September ____, 2021

MAXIMUM AMOUNT: \$2,784,460.00

APPLICANT:

City of Hastings, Nebraska
% Michael E. Sullivan
747 North Burlington Ave., Ste. 305
Hastings, NE 68901
402-462-2119
mike@sullivanshoemaker.com

BENEFICIARY:

U.S. Environmental Protection Agency Region VII
c/o Mary Peterson, Superfund and Emergency Management Division Director
EPA Region VII
11201 Renner Boulevard
Lenexa, KS 66219
913-551-7882
Peterson.mary@epa.gov

Dear Ms. Peterson:

We hereby establish our Irrevocable Standby Letter of Credit No. _____ in your favor, at the request and for the account of the City of Hastings Nebraska (the "Applicant"), in the amount of \$2,784,460.00 (the "Maximum Amount"). We hereby authorize you, the United States Environmental Protection Agency (the "Beneficiary"), to draw at sight on us, Five Points Bank of Hastings, an aggregate amount equal to the Maximum Amount upon presentation of:

- (1) Your sight draft, bearing reference to this Letter of Credit No. _____ (which may, without limitation, be presented in the form attached hereto as Exhibit A); and
- (2) Your signed statement in the form attached hereto as Exhibit B.

This letter of credit is effective as of September 24, 2021 and shall expire on September ____, 2022, but such expiration date shall be automatically extended for a period ending on September 24, 2022 and on each successive expiration date, unless, at least 120 days before the current expiration date, we notify both you and the Applicant by certified mail that we have decided not to extend this letter of credit beyond the current expiration date. In the event you are so notified, any unused portion of the credit shall immediately thereupon be available to you upon presentation of your sight draft for a period of at least 120 days after the date of receipt by both you and the Applicant of such notification, as shown on signed return receipts.

All notifications, requests, and demands required or permitted hereunder shall be given in writing, identify the site, and provide a contact person (and contact information).

Multiple and partial draws on this letter of credit are expressly permitted, up to an aggregate amount not to exceed the Maximum Amount. Whenever this letter of credit is drawn on, under, and in compliance with the terms hereof, we shall duly honor such draft upon presentation to us, and we shall deposit the amount of the draft in immediately available funds directly into such account or accounts as may be specified in accordance with your instructions.

All banking and other charges under this letter of credit are for the account of the Applicant.

This letter of credit is subject to the most recent edition of the Uniform Customs and Practice for Documentary Credits, published and copyrighted by the International Chamber of Commerce.

Very Truly Yours,

Date: _____

By: _____

Terry Anstine
President
Five Points Bank of Hastings
2815 Osborne Drive West
Hastings, NE 68901
402-462-2228
terry.anstine@5pointsbank.com

**Exhibit A - Form of Sight Draft
[EPA LETTERHEAD]**

SIGHT DRAFT

TO: Terry Anstine
President
Five Points Bank of Hastings
2815 Osborne Drive West
Hastings, NE 68901
402-462-2228

RE: Letter of Credit No. _____

DATE: **[Insert date on which draw is made]**

TIME: **[Insert time of day at which draw is made]**

This draft is drawn under your Irrevocable Standby Letter of Credit No. _____. I certify that the amount of the draft is payable pursuant to one or more of those Consent Decrees described in Exhibit B attached to the Letter of Credit issued by Five Points Bank of Hastings, effective September 24, 2021, between the United States and the City of Hastings, Nebraska (some of which Decrees include other settling parties), entered into by the parties thereto in accordance with the authority of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601-9675, relating to the **[insert site name [operable unit]]**. Pay to the order of the United States Environmental Protection Agency, in immediately available funds, the amount of \$**[insert dollar amount of draw]** or, if no amount certain is specified, the total balance remaining available under such Irrevocable Standby Letter of Credit.

Pay such amount as is specified in the immediately preceding paragraph by **[insert payment instructions as appropriate, such as: "Fedwire EFT, referencing Site/Spill ID Number [insert number] [and DJ Number [insert number]]"**. The Fedwire EFT payment must be sent as follows:

Federal Reserve Bank of New York
ABA = 021030004
Account = 68010727
SWIFT address = FRNYUS33
33 Liberty Street
New York NY 10045
Field Tag 4200 of the Fedwire message should read [D 68010727
Environmental Protection Agency]

The total amount paid shall be deposited by EPA in the **[insert site name [operable unit]]** Special Account to be retained and used to conduct or finance response actions at or in connection with the site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

This Sight Draft has been duly executed by the undersigned, an authorized representative or agent of the United States Environmental Protection Agency, whose signature hereupon constitutes an endorsement.

By [signature]: _____
Printed name: _____
Title: _____
Address: _____
Contact information: _____

EXHIBIT B

STATEMENT CERTIFYING BASIS FOR DEMAND

I certify that the amount of the draft is payable pursuant to one or more of those Consent Decrees described hereinbelow in the Facilities section between the United States and the City of Hastings, Nebraska (some of which Decrees include other settling parties) entered into by the parties thereto in accordance with the authority of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601-9675, relating to the various subsites and operable units described in the Facilities section below, and for the amounts set forth in the Cost Estimates section below.

1. FACILITIES.

- A. North Landfill Source Control. Construction of surface water controls and landfill cover, consisting primarily of a clay cap, fencing, and other related improvements upon the North Landfill Subsite (CERCLIS ID # NED980862668; Operable Unit # 10) of the Hastings Groundwater Contamination Site, pursuant to the Remedial Design approved by EPA on December 20, 1995, and attached as Appendix B to the Consent Decree lodged on May 18, 1998 in the United States District Court for the District of Nebraska as Civil Action No. 8:98CV265, and signed by United States District Judge Thomas M. Shanahan on August 13, 1998.
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5	Area Wide, OU 19	8:03-cv-00531	600,000	460,000	460,000
	Total		5,839,370	3,190,003	2,784,460

The specific Consent Decrees upon which the Draft is made is/are as follows: _____.

Authorized representative or agent of the United States Environmental Protection Agency:

Date: _____
 By [signature]: _____
 Printed name: _____
 Title: _____
 Address: _____
 Contact information: _____

Department: Engineering
Staff Contact: Lee Vrooman
Council Meeting Date: 9/13/2021

AGENDA ITEM SUMMARY SHEET

Description of Item:

Approval of the Release of Easement shown on property at the northeast corner of Hwy 6 and Marian Road

Names of People/Business affected by this action:

City of Hastings
Wendell Starr Trust

Why Council action is required:

Council approval is required.

Type of action requested:

Motion

Suggested motion:

Motion to approve the Release of Easement shown on property at the northeast corner of Hwy 6 and Marian Road

Deadlines associated with action:

Department head comments:

The easement being released was meant for the transmission line that runs through a property a half mile south of WEC. The Section and Range were stated incorrectly on this easement. This mistake was found while staff was investigating easements for the transmission line south of WEC and found one easement was missing. There was never a need for a transmission line easement on the property at Hwy 6 and Marian Road.

Recommend Approval

City Administrator comments:

Recommend approval

RELEASE OF EASEMENT
City of Hastings, Hastings, Nebraska
1228 North Denver Avenue / PO Box 289 / Hastings, NE 68902-0289

WHEREAS, the City of Hastings holds on, over, across and beneath the following real estate:

Release the easement as filed with the Adams County Register of Deeds in document 19792140 described as: To ascertain the point of beginning, commence at the SW corner of the SW quarter of Section 14, Township 7, North, Range 10 West, Adams County, Nebraska, thence north on the west line of Section 14 a distance of 510' thence east a distance of 137'+- to a point, this ascertained as the point of beginning, thence north a distance of 255', thence west a distance of 20', thence north a distance of 10', thence east a distance of 20', thence north a distance of 60' to a point 138'+- east of the west line of Section 14, thence east a distance of 82.5', thence south a distance of 325' to a point 200' +- east of the west line of Section 14, thence west a distance of 82.5' to the point of beginning, all in Adams County, Nebraska; containing a calculated area of 27,012.5 Sq. Ft., more or less, as per Exhibit "A".

WHEREAS, the City of Hastings has exhausted its need and use of the said easement; and,

NOW, THEREFORE, the City of Hastings hereby quitclaims all its right, title and interest in the said easement and hereby waives any claim it may have thereunder.

EXECUTED on the _____ day of _____, 20_____.

THE CITY OF HASTINGS

ATTEST:

Kimberly S. Jacobitz, City Clerk

By: _____
Corey Stutte, Mayor of Hastings

STATE OF NEBRASKA)
) ss
ADAMS COUNTY)

ON THIS _____ DAY OF _____, 20_____, Corey Stutte, known to me to be the Mayor of the City of Hastings and Kimberly S. Jacobitz, City Clerk the identical person who executed the foregoing Release of Easement, appeared before me and acknowledged execution thereof to be his voluntary act and deed.

Notary Public

HU/ar/Easements/ Release of Easement/F&K Enterprises LLC

Location:

Southwest Quarter
Section 14
Township 7 North
Range 10 West



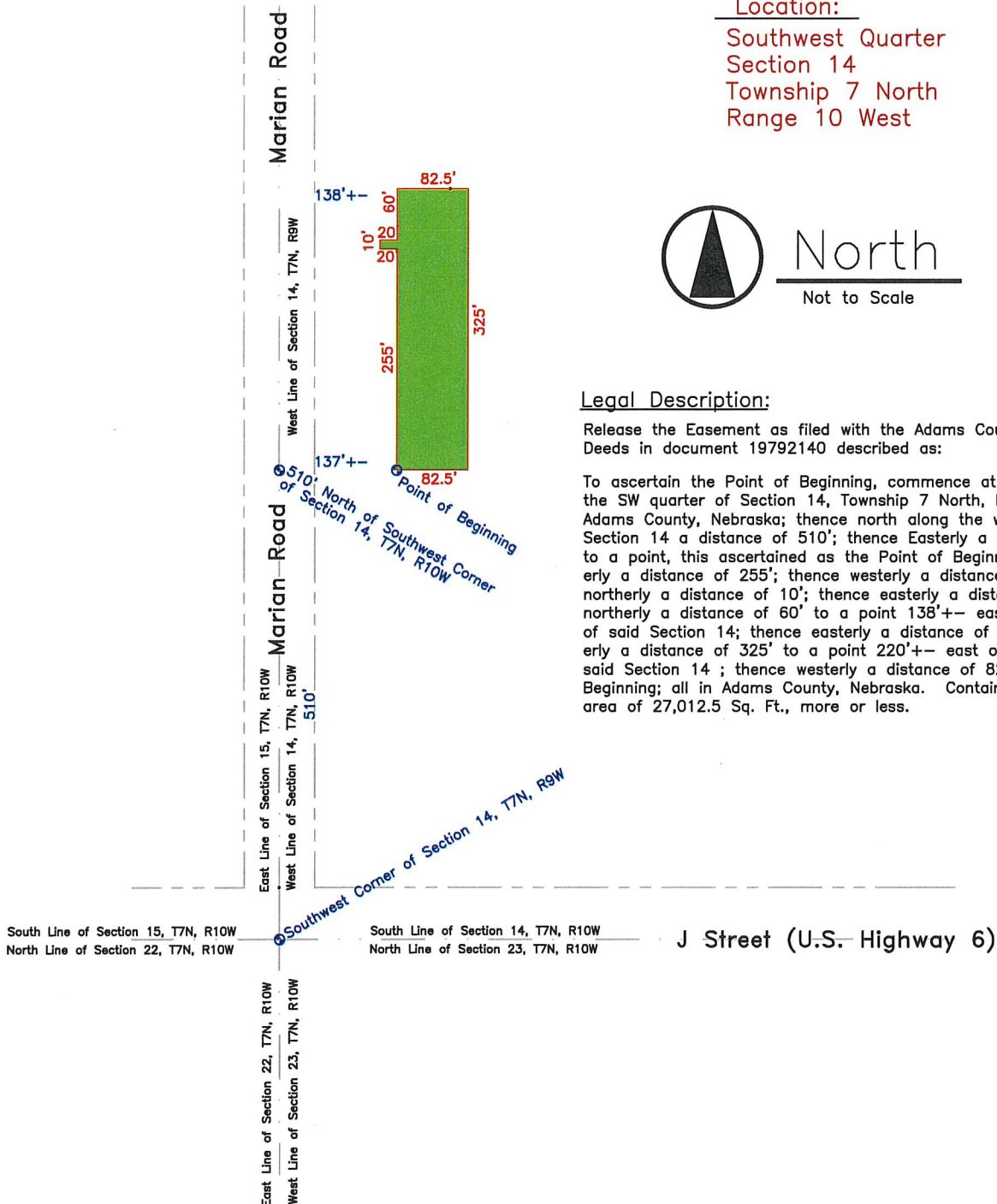
North

Not to Scale

Legal Description:

Release the Easement as filed with the Adams County Register of Deeds in document 19792140 described as:

To ascertain the Point of Beginning, commence at the SW corner of the SW quarter of Section 14, Township 7 North, Range 10 West in Adams County, Nebraska; thence north along the west line of said Section 14 a distance of 510'; thence Easterly a distance of 137'+- to a point, this ascertained as the Point of Beginning; thence northerly a distance of 255'; thence westerly a distance of 20'; thence northerly a distance of 10'; thence easterly a distance of 20'; thence northerly a distance of 60' to a point 138'+- east of the west line of said Section 14; thence easterly a distance of 82.5'; thence southerly a distance of 325' to a point 220'+- east of the west line of said Section 14; thence westerly a distance of 82.5' to the Point of Beginning; all in Adams County, Nebraska. Containing a calculated area of 27,012.5 Sq. Ft., more or less.



HASTINGS UTILITIES
HASTINGS, NEBRASKA

Exhibit "A"
82.5' x 325' Easement

DSN: T. Waite	SUP'T D. Baumgart	CKD:	No. EX-A-0217
DRN: T. Waite	W.O. No.	CKD:	
DATE: 8-17-21	RET. No.	APP:	

Department: Fire
Staff Contact: Brad Starling
Council Meeting Date: 9/13/2021

AGENDA ITEM SUMMARY SHEET

Description of Item:

Medical Director and Ambulance Agreement with Mary Lanning Memorial Hospital Association

Names of People/Business affected by this action:

City of Hastings, Hastings Fire & Rescue, Mary Lanning Memorial Hospital Association

Why Council action is required:

Contracts must be approved by City Council

Type of action requested:

Motion

Suggested motion:

Motion to approve the agreement with Mary Lanning Memorial Hospital Association for Medical Director and Ambulance services

Deadlines associated with action:

None

Department head comments:

This agreement between Mary Lanning Memorial Hospital Association and City of Hastings updates an original contract signed January 23, 2012.

This contract provides for:

1. Provision of Medical Director services by MLMH to HFR,
2. Provision of annual payment to HFR by MLMH to assist in offsetting costs incurred for providing EMS services,
3. Agreement by both agencies to abide by statutory requirements,
4. Integration of Trauma, STEMI, and Stroke systems of care agreements into a single agreement.

There is no expense to the city, and this agreement has been approved by the city attorney and signed by MLMH CEO.

City Administrator comments:

Recommend approval

MEDICAL DIRECTOR AND AMBULANCE AGREEMENT

This Medical Director and Ambulance Funding Agreement (the "Agreement") is made and entered into this 13th day of September, 2021, by and between the City of Hastings, a Nebraska municipality ("City") and the Mary Lanning Memorial Hospital Association, a Nebraska nonprofit corporation ("MLMH").

1. City owns and operates an ambulance service providing emergency and non-emergency ambulance transportation in the City of Hastings and the surrounding area (the "Ambulance Service").
2. City desires to contract with MLMH, and MLMH desires to contract with City to have MLMH provide the medical directorship for the City's ambulance service. City also desires annual ongoing financial support from MLMH for the ambulance service.
3. MLMH is willing to provide medical director services and annual ongoing support to the City in carrying out its mission of providing needed services to the community and assuring ambulance service to meet the needs of the community.
4. City desires to operate its ambulance service according to accepted standards of care.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

1. Contract for Medical Director Services/Annual Support. MLMH shall provide medical director services for the City's ambulance service and provide annual funding of \$25,000.00 toward the cost of the City's ambulance service, all in accordance with the terms and conditions contained herein.
2. Compensation for Medical Director Services/Payment of Annual Support. MLMH shall provide the medical director services without charge to the City. MLMH shall make payment of the annual ongoing support payment to the City in March of each year.
3. Qualifications. MLMH shall provide an employed or contracted physician to provide medical director services on behalf of MLMH pursuant to this Agreement. Such physician shall continuously meet each of the following qualifications:
 - a. Be licensed to practice medicine in the state of Nebraska.
 - b. Obtain and continuously maintain membership and appropriate clinical and emergency department privileges on the Medical Staff of MLMH.

- c. Remain eligible to provide services to Medicare and Medicaid beneficiaries.
 - d. Be board certified in emergency medicine.
4. Medical Director Responsibilities. MLMH hereby agrees to provide to City, through the Medical Director, overall medical direction to the City for the Ambulance Service, including the following:
- a. Provide clinical oversight of the Ambulance Service.
 - b. Develop and regularly review and approve protocols and guidelines for the Ambulance Service that include pre-hospital treatment protocols and protocols for advanced life support and other advanced skilled procedures.
 - c. Work with designated personnel of the City to arrange for initial and ongoing education and training of Ambulance Service personnel.
 - d. Assist in the establishment and implementation of audit and quality control procedures that are to be used to monitor quality of care.
 - e. Assist in the maintenance of continuing review of professional performance of all Ambulance Service personnel.
 - f. Assist City in complying with the requirements of local, state and federal regulatory agencies, standards for reimbursement under Medicare, Medicaid and other similar programs.
 - g. Provide input to City management for short and long-range planning for the Ambulance Service, and participate in the development of the annual operating budget.
 - h. Provide recommendations to the City for equipment and supplies for the Ambulance Service.
 - i. Act as the primary physician liaison with hospitals, physicians, local governments, and community groups.
 - j. Carry out medical director duties in accordance with the policies of City.
 - k. Perform other duties not enumerated herein that are required of a Physician Medical Director by 172 Nebraska Administrative Code (NAC) 12.

5. Designation of Medical Director. MLMH hereby agrees that at all times one individual will be designated as Medical Director to provide the medical director services hereunder. MLMH shall from time to time designate a physician to serve as Medical Director of City. The selection of such a Medical Director shall be subject to the approval of City, which approval shall not be unreasonably withheld.
6. Term and Termination. The term of the Agreement shall commence on September 13th, 2021 (the "Effective Date"), and shall continue for a term of one (1) year. This Agreement shall automatically be renewed for successive one year terms, unless either party furnishes notice of non-renewal to the other at least six (6) months prior to the expiration of the initial term or any subsequent renewal term, notwithstanding the stated term, this Agreement may be terminated as follows:
 - a. Upon 30 days prior written notice from any party that another party is failing to meet any of the material terms and conditions of this Agreement, which failure is not cured within 30-day notice period by the party receiving such notice.
 - b. Without cause, upon 90 days prior notice by either party to the other party.
 - c. Upon mutual written agreement of the parties.
 - d. By either party upon not less than ten (10) days prior written notice to the other party specifying the date on which termination will become effective, in the event of any action or threatened action by local, state, or federal governmental or accrediting bodies, or any opinion by legal counsel to the effect that any provision of state or federal law or regulation (including, without limitation, §§1877, 1128, 1128b(2) or 1128b(b) of Social Security Act or rules applicable to City as an exempt organization under Sections 501(a) and 501(c)(3) of the Internal Revenue Code) creates a serious risk of assessment, sanction, penalty, or other significant consequence to the party giving such notice based on the terms of this Agreement.
7. Relationship of the Parties. The parties are independent contractors and are not, by virtue of this Agreement or otherwise, made agents, employees, or joint ventures of each other.
8. General Conditions.
 - a. Regulatory Certifications and Information. The parties understand that City may be required to periodically report information about MLMH and the Medical Director on CMS Form 855 or similar forms ("CMS 855"). Accordingly, MLMH agrees to furnish the City with all information needed by City to complete CMS

855 or similar forms as related to the City, within fifteen (15) business days of request by the City.

- b. No Referrals. There is no agreement, express or implied, among the parties governing the referral of patients or business by virtue of this Agreement or any other arrangement or understanding among the parties. The parties acknowledge that protocols for transport of patients are based on regionally coordinated plans for such patient transports that are determined to be in the best interests of patients, and that nothing herein is intended to induce the City to arrange for patient transport to MLMH.
- c. No Medicare Exclusion. Each party hereby represents and warrants that it is not and at no time has been excluded from participation in any federally-funded health care program, including Medicare and Medicaid. Each party hereby agrees to immediately notify the other party of any threatened, proposed or actual exclusion from any federally-funded program, including Medicare and Medicaid. MLMH represents and warrants that the Medical Director is not and at no time has been excluded from participation in any federally-funded health care program, including Medicare and Medicaid. In the event that a party or the Medical Director is excluded from any federally-funded health care program during the term of this Agreement, or if at any time after the effective date of this Agreement it is determined that a party is in breach of this Section, this Agreement shall, as of the effective date of such exclusion or breach, automatically terminate.

9. Insurance and limitations on Liability.

- a. Each party agrees to accept and is responsible for its own acts and omissions in providing services under this Agreement as well as those acts or omissions of its employees and agents and nothing in this Agreement shall be construed as placing any responsibility for such acts or omissions onto the other party.
- b. Hospital shall purchase and maintain, at all times that a claim could be brought against Physician for services rendered under or during this Agreement, professional liability coverage insuring against such claims in an amount of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate per policy year through responsible insurance companies authorized to do business in Nebraska and/or by qualification under and participation in the Nebraska Hospital-Medical Liability Act ("the act"). Upon request, Hospital shall cause the insurer, and if applicable the administrator of the Trust Fund established by the Act, to issue to Hospital a certificate or binder reflecting such coverage and/or participation. If such insurance is on a "claims made" basis, Hospital shall furnish Physician, at the conclusion of this Agreement, with a certificate or certificates of "tail" coverage meeting the

requirements of such coverage or shall otherwise continue to maintain professional liability insurance coverage covering the services rendered during the term of this Agreement. Hospital shall be responsible to pay the premium for any such tail coverage or continued insurance coverage.

10. Medical Records. All Ambulance Service patient records, charts, x-ray films, and other files concerning Ambulance Service patients shall belong to and remain the property of the City. The Medical Director shall be entitled to access such records as needed, in connection with his or her responsibilities under this Agreement. MLMH is a business associate of the City, as defined in 45 C.F.R. §160.103, with respect to the Medical Director services provided under this Agreement and agrees to execute a business associate agreement in the form attached hereto, or as otherwise mutually agreed to by the parties. MLMH agrees to cause the Medical Director to maintain the confidentiality of individually identifiable patient health information in accordance with applicable City policies and governing law. This shall include, without limitation, (i) adhering to policies and procedures adopted by the City to comply with the Health Insurance Portability and Accountability Act ("HIPPA") governing the privacy and security of protected health information, and (ii) executing, delivering and complying with a business associate agreement.

11. Standards of care. City shall participate in, and adhere to, the requirements set forth in the Stroke System of Care Act, the ST Elevated Myocardial Infarction (STEMI) system of care, and the Statewide Trauma System Act. In compliance with this participation, City will work with MLMH and the assigned medical director to ensure protocols are in-line with the Stroke System of Care Act, STEMI System of Care, and Statewide Trauma System Act requirements, as well as adhere to any/all state reporting requirements to provide quality assurance data to MLMH.

12. Miscellaneous.

- a. Notice. Any notice required or authorized to be given hereunder shall be in writing and shall be delivered personally, or sent by registered or certified mail, return receipt requested, postage prepaid, to the following addresses or any new address of which notice is properly given. Notice shall be deemed to be delivered as of the date shown on the return receipt, whether or not delivery was accepted.

If to City: City of Hastings
 220 North Hastings
 Hastings, NE 68901
 Attention: Mayor

If to MLMH: Mary Lanning Memorial Hospital

715 N St Joseph Ave
Hastings, NE 68901
Attention: President

- b. Amendment. This Agreement may be amended, changed, or modified only by written agreement executed by both parties.
- c. No Assignment. Neither party shall assign its rights to delegate the duties imposed hereunder to any third party without the written consent of the other party. It is hereby acknowledged that the City reserves the right to secure agreement(s) with back-up provider(s) to assist in providing ambulance service if the City is not able to.
- d. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof.

IN WITNESS WHEREOF, the parties to this Agreement by their appropriate officers, have executed this Agreement the day and year first above written.

THE MARY LANNING MEMORIAL
HOSPITAL ASSOCIATION

BY: 

Eric Barber, President

Date: 8/17/21

CITY OF HASTINGS

BY: _____

Corey Stutte, Mayor

Date: _____

Department: City Clerk
Staff Contact: Kim Jacobitz, Lori Vorderstrasse
Council Meeting Date: 9/13/2021

AGENDA ITEM SUMMARY SHEET

Description of Item:

Ordinance No. 4678 amending Hastings' City Code Chapter 8 - Alcoholic Beverages

Names of People/Business affected by this action:

City of Hastings
Citizens of Hastings
Licensed person(s) or agents selling alcoholic beverages within the City of Hastings

Why Council action is required:

Ordinances are required to be passed and approved by the Mayor and City Council pursuant to Neb. Rev. Stat. 16-404

Type of action requested:

Ordinance

Suggested motion:

Motion to approve Ordinance No. 4678 on First Reading; and if successful, Move to suspend the rules and pass Ordinance No. 4678 on Second and Third Reading.

Deadlines associated with action:

Fee Resolution is effective October 1, 2021.

Department head comments:

Hastings' City Code Chapter 8 - Alcoholic Beverages was reviewed by the City Clerk's office and the City Attorney. There were minor revisions made, one being the fee table was removed from the City Code and placed in the 2021-22 Fee Resolution, which goes into effect October 1, 2021. The placement of the occupation tax portion better serves the public in the Fee Resolution, where other city fees and occupancy taxes are located. Liquor license fees are regulated by the State of Nebraska. State Statute references and designated agents for the City of Hastings were also updated.

City Administrator comments:

Recommend approval

ORDINANCE NO. 4678

AN ORDINANCE OF THE CITY OF HASTINGS, NEBRASKA, TO AMEND SECTIONS 8-101, 8-103, 8-109, 8-114, 8-116, 8-118, 8-119 AND 8-120 OF THE OFFICIAL CITY CODE TO ADDRESS PROVISIONS DEALING WITH THE SALE OF ALCOHOL WITHIN THE CITY, 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 Hastings City Code Section 8-101 be amended to read as follows:

Sec. 8-101. Definitions.

Unless the context otherwise requires, the definitions found Neb. Rev. Stats. §§ 53-103.01 to 53-103.49, as the same may from time to time be amended are hereby adopted for the purpose of construing this chapter. Said definitions are hereby incorporated by reference as though set forth herein.

SECTION 2. That Hastings City Code Section 8-103 be amended to read as follows:

Sec. 8-103. Display of license and warning.

Every licensee, under the Nebraska Liquor Control Act, within the city shall cause his/her license to be framed and hung in plain view in a conspicuous place on the licensed property. In addition every retail or bottle club licensee shall post in a conspicuous place a sign which clearly reads as follows: "Warning: Drinking alcoholic beverages during pregnancy can cause birth defects" in the form prescribed by the Nebraska Liquor Control Commission.

SECTION 3. That Hastings City Code Section 8-109 be amended to read as follows:

Sec. 8-109. Occupation tax.

- (1) For the purpose of raising revenue for the City there is hereby levied upon distributors, retailers, and nonbeverage users of alcoholic liquor in the City of Hastings an annual occupation tax as set forth in the Hastings Fee Schedule. No reduction in occupation tax except as may be provided herein shall be made regardless of the time when the application for license is made, or the license is issued. Such occupation tax, or any part of it, shall not be refunded for any cause.
- (2) All occupation taxes levied pursuant to subsection (1) above, shall be due and payable within thirty days of the renewal of the licensee's state liquor license.

SECTION 4. That Hastings City Code Section 8-114 be amended to read as follows:

Sec. 8-114. Liability of licensee for acts of managers, agents, etc.

Every act or omission of whatsoever nature constituting a violation of any of the provisions of this chapter, by any officer, director, manager or other agent or employee of any licensee, if the act is committed or omission is made with the authorization, knowledge or approval of the licensee, shall be deemed and held to be the act of such employer or licensee and the employer or licensee shall be punishable in the same manner as if the act or omission had been done or omitted by him or her personally.

SECTION 5. That Hastings City Code Section 8-118 be amended to read as follows:

Sec. 8-116. Liquor application; municipal examination; notice.

Notice of a hearing held pursuant to Neb. Rev. Stat. § 53-133 shall be mailed or electronically delivered to the applicant by the City Clerk and shall contain the date, time, and location of the hearing. Two or more proceedings which are legally or factually related may be heard and considered together unless any party thereto makes a showing sufficient to satisfy the Council that prejudice would result therefrom.

SECTION 6. That Hastings City Code Section 8-118 be amended to read as follows:

Sec. 8-118. Liquor application; municipal examination; order of procedure.

- (1) The order of procedure shall be as follows:
 - (a) Exhibits will be marked in advance by the Clerk and presented to the Mayor during the presentation;
 - (b) Presentation of evidence, witnesses, and arguments by applicant;
 - (c) Testimony of any other citizens in favor of such proposed license;
 - (d) Examination of applicant, witnesses or citizens by City Attorney, City Administrator, Governing Body, or duly appointed agent.
 - (e) Cross-examination of applicant, witnesses or citizens by spokesperson for opposition, if any;
 - (f) Presentation of evidence and witnesses by opposition;
 - (g) Testimony of any other citizens in opposition to such proposed license;
 - (h) Presentation of evidence by City and law enforcement personnel;
 - (i) Cross-examination by applicant;
 - (j) Rebuttal evidence by both parties, and by City Administration and Agent;
 - (k) Summation by applicant and opposition spokesperson, if any.
- (2) In all cases, the burden of proof and persuasion shall be on the party filing the application.

- (3) Any member of the Governing Body the City Administrator and the City Attorney or any duly authorized agent may question any witness, call witnesses, or request information.
- (4) All witnesses may be sworn.
- (5) The Governing Body may make further inquiry and investigation following the hearing.
- (6) The Governing Body or the applicant may order the hearing to be recorded by an official Court Reporter or by the Clerk, at the expense of the applicant.

SECTION 7. That Hastings City Code Section 8-119 be amended to read as follows:

Sec. 8-119. Liquor application; retail licensing standards.

For the purpose of taking any actions authorized by state statute, and in particular, Neb. Rev. Stat. 53-134, the Hastings City Council shall consider those criteria established by the Nebraska Liquor Control Act. In order to assist the City Council in its consideration of those criteria, the city's police department and development services department shall prepare reports for the City Council covering all of the criteria and other matters which may be considered by the City Council, and those reports shall be filed with the City Clerk prior to the public hearing, and shall become a part of the record of the public hearing.

SECTION 8. That Hastings City Code Section 8-120 be amended to read as follows:

Sec. 8-120. Agent for special designated license.

The City Council hereby designates the City Administrator, or his or her designee, as the agent to determine whether a special designated license is to be approved or denied. The determination of the agent shall be considered the determination of the City Council unless otherwise provided by the City Council.

SECTION 9. That any ordinance or provision passed and approved prior to the passage of this ordinance, and in conflict with its provisions, is hereby repealed.

SECTION 10. This ordinance shall take effect and be in full force from and after its passage, approval and publication in pamphlet form.

PASSED AND APPROVED by the Mayor and City Council of the City of Hastings, Nebraska, this _____ day of _____, 2021.

Corey Stutte, Mayor

ATTEST:

Kimberly S. Jacobitz, City Clerk

(SEAL)

Approved as to Form: _____

Clint Schukei, City Attorney

Department: Human Resources
Staff Contact: Diane Parker, Lori Hartman
Council Meeting Date: 9/13/2021

AGENDA ITEM SUMMARY SHEET

Description of Item:

Approval of Resolution No. 2021-48 approving the revised Hastings Employee Handbook

Names of People/Business affected by this action:

City employees

Why Council action is required:

Resolutions are required to be approved by the Mayor and City Council to become effective

Type of action requested:

Resolution

Suggested motion:

Move to adopt Resolution No. 2021-48 approving Revision 2 in the updated Hastings Employee Handbook, due to the recent comparability study.
Updates are in blue on pages 8, 9, and 11.

Deadlines associated with action:

As soon as possible

Department head comments:

City Administrator comments:

Recommend approval

RESOLUTION NO. 2021-48

WHEREAS, the Mayor and City Council of the City of Hastings, Nebraska have the duty of setting forth the policies and procedures to be followed in personnel administration for the City of Hastings; and

WHEREAS, the Mayor and City Council are desirous of providing a comprehensive resource articulating policies related to personnel administration for the City of Hastings;

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

BE IT RESOLVED by the Mayor and Council of the City of Hastings, Nebraska, as follows:

Section 1. The Mayor and Council hereby approve the City of Hastings Employee Handbook, a copy of which is attached hereto, setting forth the rules, regulations, policies and procedures that shall be utilized in personnel administration by the City of Hastings, Nebraska.

Section 2. That the effective date of this resolution shall be upon its passage.

PASSED AND APPROVED this 13th day of September, 2021.

ATTEST:

Mayor

City Clerk

[S E A L]

Approved as to form: _____
City Attorney



City of Hastings Employee Handbook

Adopted October 14, 2019

REVISION 1

Adopted May 24, 2021

REVISION 2

Adopted September 13, 2021



EMPLOYEE HANDBOOK

CITY OF HASTINGS NEBRASKA PERSONNEL RULES

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CITY OF HASTINGS NEBRASKA PERSONNEL RULES

ARTICLE I - General Provisions

Purpose of rules

It is the purpose of these rules to set forth the principles, powers and procedures to be followed by the City of Hastings in the administration of personnel. Personnel administration in all aspects shall be based on the principles of merit and equal opportunity employment. It is the policy of the City that it will not discriminate against individuals in employment or provision of services because of race, national origin, age, gender, sexual orientation, religious or political opinions or affiliations, marital status, veteran status, physical or mental handicap, or family status. The personnel management system of the City of Hastings, of which these rules are a part, is designed to bring to the City a high degree of understanding, cooperation, efficiency and unity through systematic, uniform application of modern personnel practices. The objectives of these rules include the following:

- (1) to inform employees of their rights and obligations in relation to their employer;
- (2) to inform department heads and other supervisors of their obligations toward and their rights to assign and instruct subordinate employees;
- (3) to insure compliance with applicable laws;
- (4) to promote and increase efficiency, responsiveness to the public, and economy to the City;
- (5) to provide fair and equal opportunity for qualified persons to enter and progress in their employment with the City based on merit and fitness as ascertained through fair and practical personnel rules and regulations;
- (6) to enhance the attractiveness of a career with the City and encourage employees to give their best efforts to the City and the public.

Adoption of rules

These rules shall be approved by the Mayor and City Council, whereupon any conflicting rules, regulations, policies and procedures previously adopted shall be superseded to the extent of the conflict, except for the Police Department and Fire and Rescue Department's General Orders and Standard Operating Procedures or anything that is required by State or Federal Law.

Definitions

Whenever in this chapter the following terms are used, they shall have the meanings respectively ascribed to them in this section.

- (1) Appointing Authority. The term "appointing authority" means the officer or any person having legal authority to make appointments to positions.
- (2) Appointment. The term "appointment" means the designation of an applicant for a position who meets the qualifications for the position they are being appointed to.
- (3) Benefits. The term "benefits" includes vacation, Sick Leave, holidays, and health insurance, but shall not include retirement benefits. The right of employees to retirement benefits or pensions shall be governed under Chapter 4 of the Hastings City Code.

(4) Demotion/Reduction. The term "demotion" means the movement of an employee from a position to a different position having a lower maximum salary rate as set forth in the current City Salary Schedule. **Demoted employees are subject to the six-month probationary period.**

(5) Department. The term "department" means a major operating functional unit of City government.

(6) Department Head. The term "department head" means the officially appointed head of any department.

(7) Employee. The term "employee" means persons appointed to a position with the City.

(8) Full-time Employee. The term "full-time employee" means an employee who has been appointed to a position in the City Service that requires a minimum of 40 hours per week (2,080 hours in a fiscal year).

(9) Grievance. The term "grievance" shall mean a complaint by an employee alleging a violation of City ordinances, personnel rules, disciplinary actions, or any other condition of employment on the part of one or more representatives of the City.

(10) Immediate Family. For the purpose of these rules, the term "immediate family" is defined to be spouse, child, parent, sibling, grandparent and grandchild, including in-law and step or one-half relationships.

(11) Intern. The term "intern" means an employee appointed where the employment is expected to be limited to a length of time not to exceed six (6) months and is tied to an area of study with an accredited educational institution.

(12) Moral Turpitude. The term "moral turpitude" means conduct that is considered contrary to community standards of justice, honesty, or good morals, such as conduct which has an inherent quality of baseness, vileness, or depravity with respect to a person's duty to another person or to society in general.

(13) Overtime. The term "overtime" generally means authorized time worked in excess of 40 hours in a seven day period as defined by the Fair Labor Standards Act.

(14) Part-time Employee. The term "part-time employee" means an employee who works **an average of** less than 30 hours per week. No part-time employee may work over 1,559 hours per year.

(15) Pay Period. The term "pay period" means payroll payments normally made to employees on a bi-weekly basis.

(16) Pay Scale. The term "pay scale" means the 8-step progression of salary attached to the position to which the employee is employed.

(17) Probationary Period. The term "probationary period" means a working **six-month** test period during which an employee, newly appointed from an eligible list, is required to demonstrate **their** fitness for a position to which said employee is appointed by actual performance of the duties of the position.

(18) Promotion. The term "promotion" means the movement of an employee from a position to another position having a higher maximum salary rate as set forth in the current City Salary Schedule. **Employees who are promoted are subject to the six-month probationary period.**

(19) **Reclassification. The term "reclassification" means the movement of an employee to another position, which may be the result of a re-organization, or due to the specific nature of the position.**

Employees who change positions due to a reclassification are not subject to a six-month probationary period.

(20) Seasonal Employee. The term "seasonal employee" means an employee appointed where employment is expected to be of a seasonal nature and it is expected that the services of such persons will be no longer necessary at the close of the season for which they have been appointed.

(21) Shift Worker. The term "shift worker" means an employee who is consistently scheduled to work outside of a Monday through Friday schedule, **at a facility that operates 24 hours a day, seven days a week, 365 days a year**, and excludes employees who work at the Library, Museum and Landfill.

(22) Step pay. Step pay refers to the eight (8) steps of pay associated with the City of Hastings salary schedule.

(23) Supervisor. The term "supervisor" means any person responsible for directing the work of others, as well as evaluating them. The term "supervisor" may include positions titled as Department Heads, Directors, Superintendents, Supervisors, **Crew Chief, etc., as defined by the department**.

(24) Temporary Employee. The term "temporary employee" means an employee appointed to a position for a specific purpose and limited length of time not to exceed three (3) months.

(25) Transfer. The term "transfer" means the movement of an employee from one position to another position of the same class or another class having the same maximum salary rate involving the performance of similar duties and requiring essentially the same basic qualifications.

(26) Vacancy. The term "vacancy" means a duly created position which is not occupied and for which funds have been provided.

(27) Veteran. The term "veteran" means: (a) A person who served full-time duty with military pay and allowances in the armed forces of the United States, except for training or for determining physical fitness, and was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions); or (b) The spouse of a veteran who has a one hundred percent permanent disability as determined by the United States Department of Veterans Affairs;

(28) Work Day or Working Day. The term "work day or working day" means the period of time during which a department is open for business or a 24-hour period within which an employee is scheduled to work. A typical work day is 8 hours for most employees except for those employees defined as shift workers.

(29) Work Week. The term "work week" means the number of hours regularly scheduled to be worked starting on Sunday and ending on the following Saturday. A typical work week is 40 hours for most employees except for those employees defined as shift workers.

Applicability

All City employees, other than those employees covered under Chapter 3 of the Hastings City Code, shall be governed by and subject to the provisions of these rules. Excluded are all elected officials, persons appointed to advisory and administrative boards and commissions.

Discrimination prohibited

Discrimination against any person in recruitment, selection, appointment, classification, compensation, duty assignment, work schedule, working conditions, leave authorization, training, promotion, discipline, retention, or any other aspect of personnel management because of political or religious opinions or

affiliations or because of race, national origin, age, gender, sexual orientation, religious or political opinions or affiliations, marital status, veteran status, physical or mental handicap, or family status is prohibited. Discrimination on the basis of age, sex or disability is prohibited except where specific age, sex or physical requirements constitute statutory or other bona fide occupational qualifications necessary for proper and efficient administration.

Conflict with collective bargaining agreement

In the case of conflict between the terms of these rules and the provisions of a valid negotiated collective bargaining agreement, the terms of the agreement shall govern as it relates to those employees in the particular collective bargaining unit.

Powers and duties -- Mayor and City Council.

The Mayor and City Council shall have the following duties:

- (1) To provide for the compensation of employees.
- (2) To create all places of employment and positions.
- (3) To adopt Personnel Rules for employees and make amendments thereto from time-to-time.

Powers and duties -- Department Heads and Directors.

Department heads and Directors shall have the following duties:

- (1) To appoint employees in their departments other than police and fire.
- (2) Police and Fire department heads shall recommend the appointment of employees in their respective departments to the City Administrator.
- (3) To make any reasonable written rules and regulations concerning employees and employment in their departments consistent with these personnel rules. Any such written rules shall be dated and provided to all employees in the department involved.
- (4) To exercise all disciplinary powers allotted to them including, but not limited to the following, subject however to the appeal process and grievance procedure provided in these rules.
 - (a) Verbal reprimand.
 - (b) Written reprimand.
 - (c) Transfer.
 - (d) Demotion.
 - (e) Suspension.
 - (f) Discharge.

(5) To do written evaluations of employees in a systematic fashion on an annual basis and as otherwise required.

(6) To respond to written grievances.

Power of Superintendents and Supervisors

Superintendents and Supervisors shall have the following duties:

- (1) To exercise all disciplinary powers allotted to them including, but not limited to the following,

subject however to the appeal process and grievance procedure provided in these rules.

- a. Verbal reprimand.
- b. Written reprimand.
- c. Recommend Transfer.
- d. Recommend Demotion.
- e. Recommend Suspension.
- f. Recommend Discharge.

(2) To do written evaluations of employees in a systematic fashion on an annual basis and as otherwise required.

(3) To respond to written grievances.

Duties of all officers and employees.

It shall be the duty of all officers and employees of the City to aid, in all proper ways, the carrying out of the provisions of these rules.

ARTICLE II. Employment Classification

Current Employment classifications retained

Position classifications known as job descriptions, now in effect, shall remain in effect until they have been reviewed and revised as part of the evaluation process.

Position Classifications

Position classifications shall specify the following:

(1) Minimum requirements to be eligible for probationary appointment including, but not limited to, education, training, residence, experience, knowledge, skills, abilities, physical and mental fitness, licenses and certification, and minimum passing examination scores, if applicable.

(2) Minimum requirements to be eligible for regular appointment.

(3) Position essential job functions.

(4) Whether or not a position:

- (a) involves regular/full-time employment;
- (b) involves regular part-time employment;
- (c) involves seasonal employment;
- (d) involves temporary employment;
- (e) Involves a response time requirement. Employees who are in positions that require a response time, must meet the response time requirement by the end of their probationary period.

Position Classification plan -- Use of titles

The Position Title shall be the official title of every position for the purpose of personnel actions and shall be used on all payrolls, budget estimates, and official records and reports relating to the position.

Age requirement

(1) All applicants for positions with the City shall not be less than 15 years of age or as otherwise in compliance with state or federal regulations for specific positions.

(2) All applicants for entrance level commissioned positions in the Police and Fire Departments shall be not less than twenty-one (21) years of age for police positions and eighteen (18) years of age for fire positions.

(3) No person shall be rehired as a regular full-time or part-time employee by the City who has retired from City of Hastings employment except when it is in the best interests of the City, the retiree may be re-employed on a seasonal, part-time, or contract basis for a specified period of time upon the request of the appointing authority and approval of the City Administrator.

Position Classification - Amendment

Any City employee may initiate a request to have their position/job description reviewed. The Director of Human Resources shall make the necessary investigation of any such request as well as make position classification studies when appropriate. If the Human Resource Director finds that substantial changes in organizational structure, position creation, position duties, or other pertinent conditions make necessary the position classification to be amended, he/she shall recommend such amendment to the City Administrator. The City Administrator shall review and decide upon such recommendations.

Position Classification – Position allocations

The Director of Human Resources shall be charged with the responsibility for administering the position classification so that it will reflect the true situation in respect to each position/job description.

(1) New Positions. Whenever a department head desires to add a position, a notice of such proposed action together with a description of the new position shall be submitted to the Director of Human Resources who shall review the description of the new position and submit the description of the new position and their recommendation concerning whether the position should be authorized to the City Administrator. The City Administrator shall review the recommendation and either approve or deny the position and shall notify the Director of Human Resources and department head of their decision.

(2) Reallocation/Reorganization. Whenever a department head desires to make any permanent and substantial change in the duties or responsibilities of a position within their department, the proposed change shall be submitted in writing to the Director of Human Resources. The Director shall investigate and make a recommendation of the reallocation or reorganization to the City Administrator. The City Administrator shall decide upon the reallocation or reorganization and notify the Director of Human Resources and the department head. The Director of Human Resources may, upon their own initiative or at the request of a department head or an employee, study the duties of any position or positions to review reallocations or reorganizations and make recommendations to the City Administrator for reallocation or reorganization.

(3) Effect of Reallocation/Reorganization. An employee occupying a position which has been reallocated or reorganized shall continue in the position only if they possess the qualifications requisite for such a position. In any case, where an incumbent employee is ineligible to continue in the position and is not transferred, promoted, or demoted, the layoff provisions of these rules shall apply.

ARTICLE III. Compensation and Leaves

Compensation

The Mayor and City Council shall establish compensation ranges at least annually for all employees based on comparability as set forth in Chapter 48 of the Nebraska Revised Statutes as the same may be from time to time amended.

Wages

(1) When an employee is promoted to a position having a higher pay scale, their rate of pay shall be determined as follows:

- (a) If the current salary received in the lower position's pay scale is below the minimum step of the new higher position's pay scale for the position to which they are promoted, their rate of pay shall be increased to the minimum of the new higher position's pay scale.

If the current salary received in the lower pay scale falls within the pay scale and below the maximum pay step for the position class to which they are promoted, their pay shall be set at **the step that gives the employee at least a \$.50 (50 cent) per hour increase in pay. Promoted employees shall be subject to a six-month probationary period in their new position. A promotion will not result in a pay increase above Step 8 in the new position.**

- (b) **The promoted employee's anniversary date for future step increases shall be the date of their promotion to their new position.**

(2) When an employee is demoted, their rate of pay shall be determined as follows:

- (a) If the current salary received in the higher position's pay scale is more than the maximum of the pay scale of the position to which they are demoted, their salary shall be reduced to the maximum rate of the lower position's pay scale.
- (b) If the current salary received falls within the pay scale of the lower position to which they are demoted, their rate of pay shall remain unchanged.

(3) When an employee transfers between positions, having the same pay scale, their rate of pay shall remain unchanged.

(4) The reallocation/reorganization of a position shall affect an employee holding the position the following will apply:

- (a) When a position is reallocated or reorganized to a position with a higher pay scale, the provisions governing rate of pay on promotion shall be used to set the salary of the incumbent.
- (b) When a position is reallocated or reorganized to another classification of the same pay scale, the salary of the incumbent shall remain unchanged.
- (c) When a position is reallocated or reorganized to a classification with a lower pay scale, the provisions governing the rate of pay for a demotion shall be used to set the salary of the incumbent.

(5) Notwithstanding the foregoing, the City Council may, upon the recommendation of the City Administrator, establish the salary of any promoted, transferred, or reallocated/reorganized employee to a step higher than that provided in subsections (1), (3), and (4) above.

Step pay increase

(1) A step pay increase is positive recognition of increased effectiveness in performing the duties of a position. If an employee's value in a position continually increases as evidenced by greater production, improved judgment, and increased initiative, recognition may be made by means of an increase in pay.

(2) Step pay increases shall be reviewed at the time of each employee's annual performance evaluation. The employee's performance evaluation shall be considered as one of the factors used by the appointing authority in determining whether a step pay increase should be granted or not.

(3) The date on which an employee shall be considered eligible for a one (1) step proficiency pay increase shall be determined as follows:

(a) The employee shall complete twelve (12) consecutive months at their current step in order to be eligible for the next higher step.

(b) If the employee has been promoted to a position having a higher pay grade, their date of eligibility shall be the effective date of promotion.

(d) Any deviation requested by a department head from this procedure shall require approval of the City Administrator.

(4) In order to provide an orderly method of granting pay increases, each position shall be assigned pay ranges. The pay ranges shall consist of a series of steps, each of which identifies the dollar amount to be used in determining a step pay increase. When receiving a step pay increase, an employee's pay rate shall move from their current step of the pay range to the next higher step until the employee has reached the maximum step for that position; provided, however that each employee has met the time requirements specified above and has received a positive performance evaluation.

(5) Notwithstanding the foregoing, the City Administrator may, upon the request of a department head, establish the salary of any promoted, transferred, or reallocated employee to a step higher than that provided in subsections (1), (3) and (4) above.

Vacation Leave

(1) All full-time employees and those part-time employees who qualify shall be entitled to vacation leave. Seasonal and temporary employees shall not be entitled to vacation leave.

(2) **Vacation accrual begins on the date of hire.** Vacation leave shall accrue to full-time employees based on years of service. The rate of accrual for full-time employees is as follows:

(a) Employees with less than five years of service shall accrue vacation leave at a rate of 6 2/3 hours each month (80 hours per year).

(b) Employees with at least five years of service, but less than 10 years of service, shall accrue vacation leave at a rate of 10 hours each month (120 hours per year).

(c) **Employees with at least 10 years of service, but less than 15 years of service, shall accrue vacation leave at a rate of 11 1/3 hours each month (136 hours per year).**

(d) Employees with fifteen years of service, **but less than 25 years of service**, shall accrue vacation leave at a rate of 13 1/3 hours each month (160 hours per year).

(e) **Employees with at least 25 years of service or more, through the duration of their employment, shall accrue vacation leave at a rate of 14 2/3 hours each month (176 hours per year).**

(3) See section on part-time employees to determine vacation leave available to part-time employees.

(4) Accrued vacation leave shall be used by employees in the form of paid vacation. No employee shall be paid for unused/forfeited vacation leave over their maximum vacation leave carryover amount.

(5) An employee can only use the amount of vacation leave that they have accrued.

(6) An employee may carryover up to two times their annual allowance for vacation leave based on their number of years of employment, except for **City** Department heads. **City** Department heads may accrue up to 1,060 hours of vacation. **Accrual of vacation stops once an employee hits the maximum allowed.** The City Administrator may, upon the written request of the employee and with the recommendation of that employee's department head, extend the period within which any accumulated vacation leave over the maximum carryover must be taken when it appears that the employee will not be able to take the accumulated vacation leave within the prescribed time limit due to work-related circumstances beyond the employee's control.

(7) Each employee shall apply to their **supervisor or his/her designee** for use of vacation leave. The **supervisor** shall give consideration to each employee's vacation leave request. Scheduling vacation leave, except when based on seniority shall be based on a first come, first served basis. Each **supervisor** shall make a reasonable effort to accommodate employee vacation leave requests while taking into account the staffing requirements of their department.

(8) The minimum period of vacation leave shall be 15 minutes.

(9) An employee who transfers from one department to another shall retain their accrued vacation leave.

(10) Any employee who has accrued vacation leave shall be entitled to payment for their accrued vacation leave that they are eligible for at the rate of pay they are receiving at the time of their separation or retirement.

(11) Vacation leave shall be accrued for any month in which an employee is in pay status for more than half of that month. Employees starting their employment on or after the 16th of the month, or who terminate their employment on or before the 15th of the month, shall not be eligible to accrue vacation leave for that month.

Sick Leave

(1) Sick Leave with pay shall be provided to employees for the purpose of providing an economic cushion, and the accumulation of Sick Leave shall be allowed for the purpose of enabling an employee to be protected economically in the event of a major illness or lengthy absence from employment for a medical reason.

(2) All full-time employees shall be entitled to Sick Leave. Full-time employees shall accrue Sick Leave at the rate of eight (8) hours per month of employment. Employees may accrue up to one **thousand one hundred (1,100)** hours of Sick Leave. Seasonal and temporary employees shall not be entitled to Sick Leave.

- (3) See section on part-time employees to determine Sick Leave available to part-time employees.
- (4) Sick Leave shall be accrued for any month in which an employee is in pay status for more than half of that month. Employees starting their employment on or after the 16th of the month or who terminate their employment on or before the 15th of the month shall not be eligible to accrue Sick Leave for that month.
- (5) An employee may use Sick Leave hours for sickness or injury; for physical, mental, dental or optical examination or treatment. Additionally, an employee may use Sick Leave when it is medically necessary for the employee to be with an immediate family member. An employee who is absent shall inform their immediate supervisor of their use of Sick Leave and the reason therefore as soon as possible.
- (6) The supervisor will notify Human Resources regarding an absence of an employee of three (3) days or more, which could trigger an FMLA event. A doctor's note may be required by the supervisor or Human Resources, prior to returning to work.
- (7) Compensation for Sick Leave shall be made during the pay period it is taken at the same rate of pay the employee would otherwise be entitled to at their current rate of pay and work schedule without the inclusion of any overtime factor. Use of Sick Leave shall not be counted as time/hours worked for the purpose of determining overtime.
- (8) At no time shall an employee be allowed more Sick Leave than they have accumulated; however, an employee may use vacation leave, if they have a balance of vacation leave, or apply for leave without pay. Either or both may be authorized by their department head when an employee has exhausted their Sick Leave. The City does not allow an employee to donate Sick Leave to other employees.
- (9) An employee on Sick Leave, due to illness or injury of **themselves or** an immediate family member of the employee, may be required to produce a doctor's statement, if requested to do so by the Director of Human Resources or the employee's department head.
- (10) The use of Sick Leave with pay is a privilege. Abuse of Sick Leave can result in disciplinary action.
- (11) Employees injured on the job who are eligible to receive worker's compensation disability payments will receive full pay from the City for the duration of their injury. Upon receiving payment from the worker's compensation carrier, any and all checks will be signed over and turned in to the Finance Department. Employee benefits will continue to be deducted from the City paycheck the employee is receiving.
- (12) If you are injured at work, you will be paid for any time away from work for the first doctor appointment. You will also be paid through the end of your regular work day or shift, if you are unable to complete your work day or shift on the date of injury or after the first doctor appointment.
- (13) For any subsequent doctor/physical therapy appointments, you must cover time off with leave time, until you have no leave time remaining. At that point, time without pay will be used. In addition, you may use flex time so you do not have to use leave time for scheduled doctor/therapy appointments. You are encouraged to schedule appointments at times that cause the least interference with your work day or shift, such as early mornings, lunch times, or at the end of the work day or shift. If you require a substantial amount of time away from work to receive medical care, the City's worker's compensation insurance carrier will be notified and be involved in considering the appropriate treatment for your injury that will result in minimal time away from work.
- (14) The minimum period of Sick Leave shall be 15 minutes.
- (15) An employee who transfers from one department to another shall retain their accrued Sick Leave.

(16) Employee illness or incapacity arising from pregnancy or maternity shall be treated for leave purposes as an illness or incapacity due to other causes. An employee shall expend accrued Sick Leave while such employee is unable to perform her duties because of such pregnancy, as verified by a physician's statement. Prior to the seventh month of pregnancy, the employee shall provide her supervisor with a statement from her physician indicating the due date. When the employee again is able to perform her duties, she shall obtain a physician's certification of her fitness to return to work. Said certificate shall be given to the Human Resources office.

(17) As set forth above employees are not be allowed to accumulate more than one thousand **one hundred (1,100)** hours of Sick Leave. On the second pay day of January in each year, all employees who are not members of a collective bargaining unit, and who have accumulated more than one thousand **one hundred (1,100)** hours of Sick Leave shall be paid for twenty-five percent (25%) of any unused accrued Sick Leave over and above the one thousand **one hundred (1,100)** hours which may be carried over to the next calendar year. Every employee who is a member of a collective bargaining unit shall be paid annually for unused accrued Sick Leave in the manner and to the extent provided in their collective bargaining agreement.

(18) Upon termination of employment, an employee who has been employed by the City shall be compensated for their accumulated Sick Leave as follows:

- (a) If employed for a period of not less than ten (10) continuous years, but not more than twenty (20) continuous years, the employee shall be paid twenty-five percent (25%) of the employee's accumulated Sick Leave.
- (b) If employed for a period of twenty (20) continuous years or more the employee shall be paid fifty percent (50%) of the employee's accumulated Sick Leave.
- (c) In the event an employee dies while employed by the City, the employee's estate or heirs at law shall receive payment for fifty percent (50%) of the deceased employee's accumulated Sick Leave as of the time of their death, regardless of their number of years of service.

Employees may not take time off without pay if they have paid time off options available.

Time Records for Hourly Employees

Hourly paid employees' time must accurately be recorded for all hours worked. Hourly paid employees will receive overtime pay in accordance with the City's Overtime Policy, federal law, and applicable state laws.

Pay for Hourly Employees (Non-shift workers)

All City positions directly connected to the utility functions of electrical production and distribution, gas distribution, and water, sewer, and wastewater services would be calculated on the basis of overtime being applied over 8 hours worked in a day. Actual time worked, vacation time, and holidays would be counted as time worked.

Overtime

Overtime for all City positions not directly connected to the foregoing utility functions would have overtime calculated on the basis of 40 hours in a seven-day work week. Actual time worked, vacation time, and holidays would be counted as time worked.

If you are eligible for holiday pay and work on a scheduled holiday, you will receive time and one-half for normal shift hours worked, in addition to your holiday pay. (Refer to Holiday Pay section, if applicable.)

Employees are not to do any work prior to the shift start, or after the shift ends, without permission from the supervisor. You must have permission, or notify your supervisor, so time can be properly approved and recorded. Failure to comply with this rule can also subject employees to discipline. In general, employees should not be in their work hours prior to the start of their shift.

Falsification of a time record is a breach of City policy and grounds for disciplinary action up to and including termination.

In the event an emergency occurs during an employee's regular day hours which causes the employee to work past the end of their normal working day, the employee will be entitled to overtime pay for the hours worked past the end of their normal working day.

If an emergency occurs outside of an employee's normal work day, see section on Guaranteed Two-Hour Call-In Pay.

Comp Time

Employees may choose to take their hours worked in excess of 40 in a work week (8 hours in a day for utility operation departments), in the form of comp time, rather than overtime. This must be agreed to by both the employee and their supervisor. Comp time is accumulated at one and one-half hours for every hour worked in excess of 40 in a work week (8 hours in a day for utility operation departments). The maximum number of comp time hours that may be accrued is 96 hours. All overtime hours worked, whether planned or emergency, may be taken as comp time, as long as both employee and supervisor approve.

Guaranteed Two Hour Call-In Pay

Employees who are called in outside regular working hours will be guaranteed at least two hours of Call-In pay. If Call-In occurs within 2 hours of the start time of the employee's normal work day, the employee shall be paid overtime for the time worked up until the start of the employee's normal work day.

If an employee is called out again before the two-hour period has expired, the hours worked are not subject to additional call-in pay.

Hours worked for emergencies/call outs that extend through the lunch hour, or past normal working hours will be paid as overtime, or comp time, as long as both employee and supervisor approve. Supervisors are encouraged to be flexible with work hours when employees work through lunch hours.

Employees will be paid time and one-half for all hours.

Temporary Rate Adjustment

If an employee with supervisory responsibilities is absent from work for a minimum 120 consecutive working hours, for medical reasons or other authorized leaves, excluding vacation, another employee may be appointed temporarily to assume their responsibilities. The employee who is appointed will receive pay equal to the next step of their position if they are not currently at step 8. If they are at step 8 they will receive a 5% temporary increase to their wage. This will be retroactive back to the first day of the absence and will remain in effect until the supervisory employee returns.

Pay for Salaried Employees

Salaried employees are expected to work a minimum of 40 hours each work week. A salaried employee who is absent from work for a full day (minimum of 8 hours) is required to take leave unless the absence is pre-approved by their supervisor. A salaried employee who has worked a reduced or intermittent work

schedule under the Family Medical Leave Act (FMLA) shall have their salary converted to an hourly rate during the time they are on an intermittent or reduced-workweek. A salaried employee who has exhausted all their accrued leave and who is absent from work shall have their salary converted to an hourly rate and paid only for actual time worked.

Stand-by Pay

Stand-by pay shall be at the discretion of each department head. Due to the diversity of services provided citizens by the City of Hastings, Department heads shall implement a stand-by employee system by electing one of the two following methods. Department Heads shall notify the Director of Human Resources and City Administrator of their selected method or of any change to the selected method. The two methods are: (1) if an employee has a duty truck responsibility and/or department phone responsibility, the employee will be paid one (1) hour of regular pay for each 24-hour day they have the truck/phone responsibility. Stand-by pay under this method does not count toward overtime pay. An employee may request one hour of comp time for every 24 hours, instead of one hour of regular pay. (2) The implementation of a call list whereby the department head has set up the priority and progression of how the call list is organized and operates. An employee on the call list who responds shall be eligible for Guaranteed Two Hour Call-in Pay.

For snow removal purposes, identified employees will be paid if they are on stand-by, following the stand-by pay guidelines.

Working Hour Guidelines

Upon completion of sixteen (16) consecutive hours worked, or 16 hours in any 24 hour period, the employee shall be entitled to an eight (8) hour rest period. The sixteen (16) hours is a guideline and may be extended depending on work circumstances, although twenty-four (24) consecutive hours will not be exceeded. If the rest period falls within regular work day hours, the employee shall be paid for those hours at their regular rate of pay. Rest period hours will count towards an employee's 40 hour work week. On call duties may also be switched to another available employee when appropriate to not interfere with a rest period.

Meetings and Training

All time spent in work-related meetings is compensable and must be recorded.

As a general rule, all time spent at training programs is compensable unless **all four** of the following criteria are met:

- (1) Attendance is outside the employee's regular working hours;
- (2) Attendance is voluntary;
- (3) The course or meeting is not directly related to the employee's job; and
- (4) Employee does not perform any productive work during attendance.

Any questions concerning compensable time should be directed to the Human Resources Department.

Travel time Pay

(1) Travel to and from home. Employees' time spent traveling from their homes to their workplace before the start of the workday or traveling from their workplace to their homes after the workday is over is not compensable.

(2) Travel from one workplace to another during the same workday. An employee traveling from one workplace to another during the same workday is counted as hours worked. This would include time spent traveling from a central meeting place to a final work location.

As an example if an employee is required to meet at a central meeting place and then dispatched or sent to a worksite, the employee would count as time worked the time traveling from the central meeting place or to the worksite. The same would be true for an employee traveling between two or more worksites during the same workday. An employee may not count as time worked the time spent for time traveling home from a worksite after the workday is over if the employee is not required to return to the central meeting place.

(3) Travel to another City on one-day assignments. An employee traveling to another City in the same workday may count as time worked the time spent traveling to another City.

(4) Travel that keeps an employee away from home overnight. An employee who is required to travel away from their home and that travel spans more than one workday shall be able to count the actual time spent traveling as time worked.

Mileage Reimbursement

Employees traveling in their personal vehicles for authorized or approved training or other events shall be paid mileage based on the then applicable mileage reimbursement rate approved by the Internal Revenue Service. Employees are encouraged to use a City vehicle if available instead of their personal vehicle for authorized or approved travel. Employees are also encouraged to carpool if more than one employee is attending an authorized or approved training or event; provided, however only the driver if their personal vehicle is used would be entitled to mileage reimbursement.

Meal Reimbursement

(1) Employees who travel and return home the same day shall not be reimbursed for meals while traveling.

(2) Employees who travel and stay overnight before returning home shall be reimbursed for meals based upon the federal General Service Administration's (GSA) per diem rates then currently in effect for the location the employee travels to. These per diem rates can be ascertained by going to the GSA website at <https://www.gsa.gov/travel/plan-book/per-diem-rates/mie-breakdown>. The GSA adjusts the rates each calendar year. The rate for each meal is the maximum that will be allowed, and charges for alcoholic beverages will not be reimbursed. If your trip includes meals that are already paid for by the City (such as through a registration fee for a conference), you will not be entitled to reimbursement for those meals. If an employee's travel last more than one overnight stay, the maximum amount for meals that will be reimbursed is calculated at 75 percent **of the maximum reimbursement for each meal**, for the first and last day of travel.

Education Reimbursement

Employees who are interested in furthering their education may be eligible for tuition, books and fee reimbursement at 100 percent. All full time employees are eligible at the end of their probationary period; classes must be taken on an employee's own time at an accredited college or university, and must be relevant to their current, or a potential, job within the City. A grade of "C" or higher must be obtained in order to qualify for reimbursement. There is an annual cap of 12 credit hours with a maximum of six hours per semester; however, this may not apply to non-traditional cohort programs and an exception may be made for them. All reimbursements are subject to funds budgeted. An employee must work for the City for two years from the date of their last reimbursement or else they must pay back 100% of all amounts reimbursed; military active duty extends the two-year period. An

employee should receive approval from their supervisor prior to signing up for the program/class to ensure funds have been budgeted.

Donation of Time

The City does not allow an employee to donate Sick Leave, vacation or comp time to other employees.

Funeral Leave

(1) When an employee is absent from work because of the necessity of arranging for and/or attending the funeral of a member of his immediate family, they shall be allowed up to 24 hours paid leave, provided that:

- a. The employee is on the active payroll on the date of the death of the member of their immediate family;
- b. The employee notifies their immediate supervisor of the purpose of their absence as soon as practical.
- c. Leave may be extended beyond the 24-hour leave period where the employee attends the funeral at a location where the reasonable time for travel extends the absence beyond the day of such funeral;
- d. If the employee requests additional time off, and the employee's department head approves such request, leave in excess of three days may be charged against the employee's Sick Leave.

(2) An employee who serves as a pallbearer for a service not covered under funeral leave, may take up to four (4) hours of Sick Leave with pay.

Holidays

(1) The following days are hereby declared holidays for all City employees, except those covered by collective bargaining agreements, and as otherwise provided: New Year's Day, Dr. Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving, ½ day Christmas Eve, Christmas Day, and 3 days floating holidays. The following special rules apply:

- a. Solid Waste, Museum, Library, and Utility departments may substitute one or more floating holidays for designated holidays to accommodate their hours of operation.
- b. A holiday for a shift worker shall be paid on the basis of 8 hours unless otherwise provided in these personnel rules.
- c. Holidays for employees covered by a collective bargaining agreement shall be covered in their collective bargaining agreement.
- d. Anyone who works during the November and December holidays may bank floating holiday hours. These may be carried over until April 1 of the following calendar year. If their work schedule does not allow an employee to use these hours by April 1, these hours will be paid out.

(2) When a holiday is on a Saturday, employees shall be given the immediately preceding Friday off. When a holiday is on a Sunday, employees shall be given the immediately following Monday off. When Christmas Day is on a Monday, employees shall be given the ½ day Christmas Eve holiday on the preceding Friday. Provided that the Solid Waste, Museum, Library, and Utility departments may substitute one or more floating holidays for designated holidays to accommodate their hours of

operation.

(3) Full-time employees shall be paid for holidays. Seasonal and temporary employees shall not be paid for holidays.

(4) See the section on part-time employees to determine what the holiday provisions are for part-time employees.

(5) Eligible employees who are shift workers, and who work the actual holiday, shall receive that shift's pay computed at time and one-half for working the holiday, in addition to eight hours of holiday pay. Those shift workers who do not work on the holiday shall receive an additional eight (8) hours pay at straight time.

(6) An employee shall forfeit his right to payment for any holiday if they are on leave without pay on the last regular working day preceding such holiday or on the next regular working day following such holiday.

Jury duty pay

Any employee who is summoned to serve on a jury is entitled to their regular pay in addition to any pay received for jury service.

Military leave

The City complies with the Uniformed Services Employment and Reemployment Rights Act (USERRA) All employees who are members of the National Guard, Army Reserve, Air Force Reserve, Naval Reserve, Marine Reserve, and Coast Guard Reserve, shall be entitled to a leave of absence from their respective duties, without loss of pay, on all days during which they are employed with or without pay under the orders or authorization of respective competent military authority while in the active service of the state or of the United States. Military leave shall not exceed fifteen (15) working days in any one calendar year. Military leave shall be in addition to the employee's regular annual leave.

Article IV. Family Medical Leave

INTENT – FAMILY AND MEDICAL LEAVE

The City of Hastings understands the importance of family issues to today's work force. The City also recognizes that more of its employees than ever before face conflicting demands of family obligations and work. Because employees may find it necessary to take leave from their jobs for a temporary period to address certain family responsibilities or their own serious health conditions, and in order to comply with Family and Medical Leave Act (FMLA), the City of Hastings hereby establishes its family and medical leave procedures.

Definitions

- a. "Family member" is defined in the FMLA and the procedures to include the employee's spouse, son, daughter or parent (but not a parent "in-law"). A "son" or "daughter" is any child under 18 who is the biological child of the employee, who is adopted by the employee, is the stepchild, legal ward or foster child of the employee, or whom the employee supervises on a day-to-day basis and for whom the employee is financially responsible. A "son" or "daughter" is also a child over 18 who is incapable of self-care because of a mental or physical disability. A parent is any

individual who assumed day-to-day and financial responsibility for employee when the employee was a child. The City will not permit leave under this procedure to care for individuals who are not "family members," unless state law requires otherwise.

- b. "Serious health condition" is defined as an illness, injury, impairment or physical or mental condition that involves a period of incapacity or treatment following in-patient care in a hospital, hospice, or residential medical care facility; a period of incapacity requiring more than three days' absence from work and continuing treatment by a health care provider: or continuing treatment by a health care provider for a chronic or long-term health condition that is so serious that, if not treated would likely result in incapacity of more than three days; or continuing treatment by or under the supervision of a health care provider of a chronic or long-term condition or disability that is incurable; or pre-natal care.
- c. A "health care provider" is any doctor of medicine or osteopathy, podiatrist, optometrist, and nurse practitioner, or nurse midwife performing within the scope of their practice as defined under state law. Christian Science practitioners and Chiropractors are health care providers to the extent defined under regulations issued by the U.S. Department of Labor.

General

A. Covered Leave

The City of Hastings will grant an eligible employee family and medical leave for up to 12 work weeks during a 12-month period, if the procedures are followed and leave is requested for any of the following reasons:

- 1. The birth or adoption of a child, or the foster care placement of a child;
- 2. To care for a "family member" of the employee if that individual has a serious health condition;
or
- 3. A serious health condition of the employee that renders the employee unable to perform his or her job functions.

Employees are limited to a maximum of 12 weeks' leave for any combination of 1, 2, or 3 listed above. If leave is for birth, adoption, or foster care placement, the leave must be completed within 12 months of the date of birth or placement.

B. Eligibility

(1) Minimum Eligibility Requirements

(a) An employee is eligible if the employee has been employed for at least 12 months (or 52 weeks) by the City and has worked at least 1,250 hours during the 12-month period to the time leave would begin under this procedure. The City will make the determination at the time of the leave request.

(b) Hours are calculated based upon actual hours that the employee worked, including over-time.

(c) The City will use its records of hours worked for all hourly employees. In the case of exempt employees, the City will assume that any employee employed full-time for seven and one-half months and/or meets the 1,250-hours requirement. Exempt employees who have 12 months' prior service, but less than seven and one-half month's fulltime continuous service at the time leave is requested, should include documentation of hours worked with their request.

(2) Leave for Serious Health Conditions

Employees should recognize that this procedure and FMLA are only intended to cover serious health conditions--generally those which involve three or more days of incapacity from work or school, or chronic, long-term, incurable conditions. Employees who wish to take leave to care for family members with non-serious health conditions are not covered by this policy. Employees can use their vacation or medical leave for non-serious health conditions, subject to all restrictions in those procedures, including scheduling and increments of leave.

(a) The 12-Month Period

The period used will be a "rolling" 12-month period measured forward from the date an employee uses FMLA leave.

(b) Spousal Exception

If a husband and wife both work for the City of Hastings , and are eligible for leave, they are only entitled to a combined 12 work weeks of leave taken for birth, adoption, foster care, and to care for a parent. The 12 weeks will be calculated in the same manner as leave for an individual employee.

(c) Intermittent Leave

An employee taking leave for personal illness or to care for a sick family member need not take such leave continuously and may take it on an intermittent basis, or by reducing the employee's scheduled work hours, if the employee provides certification from the health care provider caring for the employee and/or family member that leave must be taken in that manner. If leave is not taken continuously, it will be deducted from the employee's entitlement to leave, i.e., 12 weeks during a 12-month period.

(d) Part-time Leave for Birth, Adoption, or Foster Care Placement Requests for intermittent or reduced schedule (part-time) leave after the birth, adoption, or foster care placement of a child will not be considered.

C. Military Family Leave

There are two types of Military Family Leave available.

1. Qualifying exigency leave. Employees meeting the eligibility requirements described above may be entitled to use up to 12 weeks of their Basic FMLA Leave for a qualifying exigency while the employee's spouse, son, daughter, or parent (the military member or member) is on covered active duty or call to covered active duty status (or has been notified of an impending call or order to covered active duty).

For Regular Armed Forces members, "covered active duty or call to covered active duty status" means duty during the deployment of the member with the Armed Forces to a foreign country (outside of the United States, the District of Columbia, or any territory or possession of the United States, including international waters).

For a member of the Reserve components of the Armed Forces (members of the National Guard and Reserves), "covered active duty or call to covered active duty status" means duty during the deployment of the member with the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation.

Qualifying exigencies may include:

- Short-notice deployment (seven or less calendar days)

- Attending certain military events and related activities
- Childcare or school activities
- Addressing certain financial and legal arrangements
- Periods of rest and recuperation for the military member (up to 15 calendar days of leave, dependent on orders)
- Attending certain counseling sessions
- Attending post-deployment activities (available for up to 90 days after the termination of the covered military member's covered active duty status, and to address issues arising from death of military member)
- Attending to parental care needs arising from covered active duty or call to duty (arrange for alternative care for a parent of a military member, provide urgent or immediate care, admit or transfer to a care facility, or attend non-routine caregiver meetings with care facility staff)
- Other activities arising out of the military member's covered active duty or call to active duty and agreed upon by the City and the employee.

2. Leave to care for a covered service member. There is also a special leave entitlement that permits employees who meet the eligibility requirements for FMLA leave to take up to 26 weeks of leave during a single 12-month period if the employee is the spouse, son, daughter, parent, or next of kin caring for a covered military service member or veteran recovering from a serious injury or illness, as defined by FMLA's regulations.

For a current member of the Armed Forces, including a member of the National Guard or Reserves, the member must be undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status; or is otherwise on the temporary disability retired list, for a serious injury or illness.

For a covered veteran, he or she must be undergoing medical treatment, recuperation or therapy for a serious injury or illness. *Covered veteran* means an individual who was a member of the Armed Forces (including a member of the National Guard or Reserves), and was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran.

An eligible employee must begin leave to care for a covered veteran within five years of the veteran's active duty service, but the single 12-month period may extend beyond the five-year period.

Military Family Leave due to qualifying exigencies may also be taken on an intermittent basis.

D. Procedures for Requesting Leave

All requests for family or medical leave should ordinarily be initiated by contacting your immediate supervisor and the Human Resources Department. This will assist in working out appropriate schedules. If you have any questions about FMLA leave, or your supervisor's response, please contact the Human Resources Department.

(1) Foreseeable Leaves

- (a) If the need for family or medical leave is foreseeable, the employee must provide notice to the City of **not less than 30 days**. Leave will be denied unless there is a reasonable excuse for the delay. If leave is denied for lack of notice, the employee may designate leave to start 30 days after

notice is given.

- (b) Failure to report to work when FMLA leave has been denied will be treated as an unexcused absence.

(2) Scheduling

If the leave is for the planned medical treatment of the employee or a family member, or requires intermittent or reduced schedule leave, employees may be required by their supervisor to arrange a particular schedule or to reschedule appointments or treatments, subject to the consent of the health care provider.

(3) Unforeseeable Leaves

If the need for family or medical leave is not foreseeable, notice must be given by the employee as soon as possible and practicable. Employees are expected to promptly notify their supervisor as soon as they learn of the need for leave. If the employee's supervisor is unavailable, contact the next highest supervisor or the Human Resource Department. Except in the case of medical emergencies, employees are expected to call to advise their supervisor as soon as they know of the need for leave and the expected duration of the leave. In emergencies, the employee or a family member should contact the City and give the same information and a number where they can be reached. Requests for leave should then be submitted in writing as soon as practicable. [Absent good cause or medical emergencies, written requests for leave should be submitted within three (3) business days after oral request is made.]

(4) Additional Information

After receiving a request for leave, the City will provide additional information regarding the procedures for obtaining leave, including any additional documents that may be required.

(5) Proof

(a) Medical Certification

The City may require proof of necessity for family or medical leave by a health care provider on forms provided by the City. The information required shall include:

- i. The date on which the serious health condition commenced;
- ii. The probable duration of the condition;
- iii. Appropriate sufficient medical facts within the knowledge of the health care provider that would entitle the employee to take family or medical leave;
- iv. An estimate of the amount of time that the employee is needed to care for a family member; and
- v. In cases of medical leave, an explanation of the extent to which the employee is unable to perform the function of the employee's position.

(6) Second Opinions

The City has the option of requiring the employee to get a second opinion from an independent medical provider selected by the City. The City will pay for the second opinion. If the two opinions conflict, the conflict may be resolved by a third opinion by a provider agreed to by the City and the employee which shall be considered final and binding. The City will pay for the third opinion.

(a) Leave is Contingent on Eligibility

All employee requests for FMLA leave are contingent upon a determination by the City that the employee is eligible for FMLA leave. This includes a determination of eligibility and provision of medical certification. Leave is also contingent on any second or third opinions that may be required. Because these procedures may take time, it is possible that a final determination may **not** be made until after the employee is on leave or has returned to work.

(b) Transfer to Alternative Position

- i. In all cases of intermittent and reduced schedule leaves, the employer reserves the right to require the employee to transfer to another position that better accommodates the employee's need for leave and/or the employer's operations. This decision is in the sole discretion of the City.
- ii. The City reserves the right to transfer an employee to another position whenever an employee's use of leave for one or more qualifying reasons is so frequent and intermittent that it is impossible to predict and schedule for coverage.

(c) Confidentiality

- i. The City will keep confidential all information relating to requests for family or medical leave. This information will be used only to make decisions in regard to the provisions of this procedure. Supervisors must submit all records to the Human Resources Department and will not retain any copies in their files.

E. Substitution of Sick Leave, Personal Leave, and Vacation Time

(1) Substitution

FMLA leave will be unpaid except to the extent that an employee has accumulated paid leave. All accumulated, paid leave must be used prior to the employee taking unpaid leave.

When an employee has exhausted all paid leave, all remaining FMLA leave will be unpaid.

F. Benefits

(1) Health Benefits

During the leave, the City will maintain the employee's coverage for health benefits as follows: The employee is required to continue to pay employee's portion of any health insurance premiums normally deducted from employee's paycheck, by tendering a check payable and forwarding it to the Finance Department if they are on unpaid leave. If they are using accumulated paid leave, it will be deducted from their pay in the usual manner. If the employee fails to make the required payments for health coverage within 30 days of the date that such payments are due, health coverage will be discontinued.

(2) Other Benefits

Other benefits normally provided to an employee shall be provided to the employee only if permitted by the plan document governing the provision of benefits, in accordance with the provisions of the written document, and the employee makes any required co-payments. In accordance with existing City policies on unpaid leave, employees will not earn any medical or vacation leave, while on unpaid FMLA leave. Employees on an intermittent or reduced-schedule leave will continue to earn vacation.

(3) Reinstatement

The City has the right, upon the employee's return from leave, to refuse to reinstate any benefit or condition of employment that has been discontinued for the City's employees.

G. Reinstatement

(1) General

An employee taking leave under this policy will be returned to the employee's same position or to an equivalent position, at the election of the City unless the employee would have been terminated in the absence of any leave (e.g., layoff, downsizing, or termination of a temporary job). Taking of leave will not result in any loss of benefits or conditions of employment accrued prior to the beginning of the leave period, except that if the employee is unable to use vacation time because of policy restriction, the City has the option of setting a new deadline for use of accrued vacation.

(2) Key Employee Exception

If an employee has gross pay that is within the top 10 percent of the City's employees, the City reserves the right not to restore the employee to his or her prior position with the City if the City will suffer substantial and grievous harm because of the restoration. At the time that leave is granted under this procedure, the City will inform the employee that the employee is within the top 10 percent and also explain the possible consequence that restoration may be denied.

If the City determines during the employee's leave that the employee is not to be restored to employment, the employee shall be notified immediately and given the opportunity to immediately return from leave and be restored to his or her position. If the employee does not return from leave, the employee can petition for reinstatement at the end of the leave period and will be notified, by certified mail, whether the employee will not be restored because doing so would cause the City substantial and grievous harm.

(3) Periodic Reporting

Employees on leave are required to report every two weeks on their status and intent to return. During leave, the City also may require that an employee recertify the medical condition that caused the employee to take leave when the City obtains information that casts doubt on the continuing validity of the employee's original certification, when the employee requests an extension of leave or when circumstances have changed.

(4) COBRA

When an employee notifies the City that they are not returning from leave, the City shall terminate the employee's health benefits and they shall no longer have a right to restoration to the same or equivalent position. The employee shall be entitled to continuation of health benefits only in accordance with the Consolidated Omnibus Budget Reconciliation Act ("COBRA") and the provisions of the health plan provided, however, that any period of continued health benefits shall commence from the day leave commenced.

(5) Repayment of Premiums

Employees who return to work will meet with the Finance Department to work out an appropriate repayment schedule for any employee premiums or co-payments made by the City during leave which occurred during this leave.

Upon receiving notice that the employee is not returning to employment with the City, or should the employee simply fail to return or return to employment with the City for less than 30 days after leave has ended, the employee shall owe the City the cost of any benefits provided during leave. No such amount shall be owed if there is a recurrence or onset of a serious health condition, or in the opinion of the City, there is a change of circumstances beyond the employee's control. The benefits of a key employee who is not restored shall not be terminated prior to the end of leave and the employee shall not be responsible to the City for such benefits other than the normal employee contribution.

If an employee does not return to work under circumstances where repayment can be required, the employee must repay all premiums within 30 days after receiving notice from the City of the amount owed. After that time, the matter will be turned over to collections as a debt, which could result in legal action.

(6) Failure to Return to Work

Employees who fail to return to work after FMLA leave is completed shall be treated as having voluntarily terminated their employment.

H. Other General Provisions

(1) Administration

The City Administrator in consultation with the Director of Human Resources shall be the exclusive interpreter of its terms. All provisions of this procedure shall be interpreted consistent with the Family and Medical Leave Act of 1993.

(2) Changes

The City reserves the right to modify or terminate this procedure at any time.

(3) No Employment Rights

This procedure does not create any employment rights to any individual other than specifically stated in this procedure.

(4) Limitations

Except as otherwise stated, this policy is not intended to create any rights greater than that conferred on employees by the Family and Medical Leave Act of 1993.

(5) Rights and Obligations

Employees and the City have various rights and obligations under FMLA. For further information, contact the Human Resources Department.

ARTICLE V. Health Insurance

Health insurance

Health insurance may be provided by the City to full-time employees and those part-time employees who qualify. The coverage shall be of the type, and subject to such terms and requirements, as the City Council shall determine from time to time. The City Council may also provide that employees pay a part of the cost of the premiums for said health insurance. See the section on part-time employees to determine what the health insurance provisions are for part-time employees.

Part-time employees; benefits

(1) Part-time employees who work at least 1,560 hours, but less than 2,080 hours per calendar year shall be entitled to benefits beginning one (1) year after commencing employment with the City according to the following schedule:

- A. Part-time employees who work at least 1,560 hours, but less than 2,080 hours per calendar year, shall be entitled to seventy-five (75%) of those benefits to which full-time employees are entitled; provided, that if a part-time employee works at least 1,560 hours per calendar year he/she shall be entitled to receive health insurance coverage.
- B. Part-time employees shall earn benefits as provided above for each full calendar year of service, and shall not earn benefits for any calendar year or part of a calendar year in which they work fewer than 1,560 hours.

ARTICLE VI. Working Conditions

Leave of absence

(1) An employee who is on a leave of absence without pay shall, during the first thirty (30) days thereof:

- (a) remain covered by any health, accident and life insurance in the same manner as immediately prior to their leave of absence;
- (b) not receive holiday pay for any holiday which falls during their time of leave of absence;
- (c) continue to accrue vacation and Sick Leave of their leave of absence; and
- (d) maintain their seniority.

(2) After an employee is on a leave of absence without pay for more than thirty (30) days, the coverage of that employee under the City's health, accident and life insurance programs at the City's expense

shall cease at the end of the calendar month; however, the employee may continue participating in the City's health, accident and life insurance programs at their own expense until their return to work.

Transfers

Transfers shall be considered when they are in the best interest of the City and/or employee. An employee must meet the minimum qualifications for the position the employee is being considered for transfer to. All full-time and probationary employees are eligible to transfer or be transferred. All benefits for which the employee is eligible shall be transferred with the employee.

There shall be three types of transfer:

- (1) Voluntary: The employee and both the department head and the City Administrator approve of the voluntary transfer.
- (2) Disciplinary: Both department heads and the City Administrator shall approve of a disciplinary transfer. Employee approval is not required. The employee shall be informed of the reason for the transfer, at the time the transfer is made.
- (3) Administrative: Both department heads and the City Administrator shall approve of an administrative transfer. Employee approval is not required. The employee shall be informed of the reason for the transfer, at the time the transfer is made.

Nepotism

(1) The purpose of this section is to define the City's policy regarding the employment of immediate family working for the City in the same or different departments or divisions.

(2) The City shall permit the employment of immediate family of employees or a member of the employee's immediate family as long as such employment does not create actual conflicts of interest. The City will use sound judgment in the placement of qualified relatives in accordance with the following guidelines:

- a. An immediate family member shall be permitted to work in the same department or division, provided no direct reporting or supervisor-to-subordinate relationship exists. Further, no immediate family member is permitted to work within "the chain of command" when the immediate family member's work responsibilities, salary, hours, career progress, benefits, or other terms and conditions of employment could be influenced by their direct supervisor.
- b. Supervisors may have no direct influence over the wages, hours, benefits, career progress and other terms and conditions of employment of their immediate family members.
- c. Employees who marry while employed at the City, or become part of the same household are treated in accordance with this section.

(3) Any exceptions to this policy must be approved by the City Administrator.

Layoffs

An employee may be laid off from any department because of curtailment of expenditures, reduction in force, or other similar reason. The order of employees affected by a layoff shall be determined as follows:

(1) The first employee to be laid off in a department shall be the employee who was last appointed to or placed in the particular position which the reduction is to be made, except when the needs of the department require that layoffs be determined by the nature of the work. The determination of whether a particular employee was the last one appointed to or placed in the position shall be determined by comparing the employee's appointment to that of other employees in the position on the basis of seniority. Seniority is defined as the length of continuous service from the date of original appointment, less any days the employee may have been suspended.

(2) No full-time employee shall be laid off from any position while a temporary employee is still employed in the same position in the department.

(3) Layoffs shall not be considered disciplinary actions.

Resignation/Retirement

In order to resign an employee must meet the following conditions in order to be considered to be in "good standing":

- (1) Employees other than department heads must give the appointing authority or City Administrator written notice at least fourteen (14) calendar days prior to resignation unless the appointing authority or City Administrator agrees to a shorter period. A notice of resignation form is available from the Human Resources office for the written notice. Failure to do so may, at the discretion of the

appointing authority or City Administrator, be reason for treating the resignation as a dismissal and the refusal of subsequent good post-employment references. In the case of dismissal, the action may be made effective immediately or the employee may be given up to two (2) weeks' notice at the discretion of the appointing authority or City Administrator.

(2) Department heads are required to give written notice of at least thirty (30) calendar days. The City Administrator may choose to waive this.

(3) The employee must turn in all keys, uniforms, City identification, equipment, etc. upon request, which were provided by the City as part of employment before their last day of employment.

(4) The employee shall provide a forwarding address for future correspondence.

In order to retire an employee shall be subject to the following:

(1) Give a minimum of thirty (30) days written notice to the appointing authority or City Administrator prior to the effective date of retirement.

(2) The employee must have reached the age of 55 with 20 years of service with the City; or reached the age of 60 with 10 years of service to the City; or reached the age of 65 with five years of service to the City to be considered as retiring. Retiring employees shall receive an award from the City, equal to the amount of \$150. The department from which the employee is retiring may spend up to \$100 for refreshments, etc., if the retiree wants to have a reception. However, the maximum retirement award is \$150 regardless of whether the retiree wishes to have a reception or not.

(3) The effective date shall be the last day worked, unless otherwise agreed, or as required by state or federal law. Employment may not be extended by using leave benefits.

(4) At the time of resignation, retirement or death, the following benefits apply:

a. All unused accrued vacation leave shall be paid out.

b. Group term life insurance shall remain in effect, except in the case of death, until the last day of the month in which the employee's last day of employment occurs.

c. Health insurance shall remain in effect until the last day of the month in which the employee's last day of employment occurs. The employee may be eligible for COBRA continuation coverage as prescribed by Federal law.

d. Accrued compensatory leave shall be paid to employees who have accumulated compensatory time approved by their appointing authority.

e. Accrued holiday hours shall be paid to employees who have accumulated holiday hours. If a holiday occurs the day immediately following the employee's last date of employment, the employee is not eligible for holiday pay.

f. Sick Leave shall be paid accordance with the provisions set forth in the section entitled Sick Leave.

In either the event of resignation or retirement all leave times available to the employee as of the effective date shall be paid to the employee as a lump sum as either part of their last paycheck or as a separate check paid contemporaneously with the employee's final paycheck, and shall not serve to extend the effective date.

Long Term Disability

Long term disability insurance is provided to employees of the City of Hastings, who work at least 30 hours per week, at no cost to the employee. The waiting period in order to be eligible for long term

disability is 90 days. Employees should contact Human Resources if you have questions.

Reemployment

Except as otherwise provided, any former employee who is re-employed within two years shall be treated as a new employee. A rehired employee shall be given credit for time served in their previous employment with the City for the accrual rate of vacation leave. City employees laid off as a result of a reduction in force shall, if reemployed within two years after their layoff, have their benefits reinstated as they were at the time of their layoff.

Physical or mental examination

A department head may at any time, for reasonable cause, require an employee to be examined by a physician or mental health professional for the purpose of determining the employee's ability to perform their required duties. Such examination if required by a department head shall be at the City's expense.

Work week

The general work week shall be forty (40) hours per week for full-time employees, except as otherwise provided. Normal working hours shall be from 8 a.m. to 5 p.m., Monday through Friday, except as otherwise provided. Other regular working hours may be established by department rules.

Break

Employees are entitled to a fifteen (15) minute break during every four (4) hours worked. Exercise of this provision is subject to departmental rules and regulations. A lunch break is defined as at least 30 minutes where an employee is totally released from their job duties.

Use of Tobacco Products and Vaping

The use of tobacco products and vaping is not allowed inside any City building, vehicle or equipment, except in designated break areas.

Outside employment

(1) No full-time employee shall undertake any employment or activity for financial gain outside of his City employment which is, or can be interpreted to be, inconsistent with or detrimental to their position with the City.

(2) Any full-time employee desiring to engage in outside employment or activity for financial gain shall request approval from their department head. The department head may approve or deny the request.

A department head shall not withhold approval without reasonable cause. This form shall be placed in the employee's personnel file.

Political activities prohibited

No employee shall engage in political activities during their work day, while on official duties, or while wearing a required uniform.

Solicitation prohibited

No employee shall sell goods or services for themselves or any organization to which they belong, while engaged in official duties. Order forms may be left in community areas, such as break rooms.

ARTICLE VII. Records, Applications, Examinations, Lists, and Appointments

Confidentiality of personnel records

All applicant and employee records other than public information shall be withheld from the public. Request for verification of employment or reference checks for future employment should all be directed through the Human Resources Department.

Employees may be used as personal references for their fellow employees only if they are asked.

Personnel records

All reports by a department head with respect to an employee within their department shall become a part of that employee's personnel file maintained in the Human Resources Department. A copy of any such report shall be delivered or mailed to the employee by the Human Resources Department within ten (10) working days after it is placed in their file.

ARTICLE VIII. Discipline

Causes of discipline.

Any action which reflects discredit upon the City, or which is a direct hindrance to the effective performance of City services, or which violates a departmental or personnel rule or regulation shall be cause for disciplinary action. Such causes for disciplinary action include, but are not limited to the following:

- (1) Has been adjudged guilty of a felony or of a misdemeanor involving moral turpitude.
- (2) Habitual use of alcohol or other intoxicating beverages or the use of controlled substances, that affect an employee's job performance.
- (3) Using or be under the influence of a controlled substance or alcohol or other intoxicating beverage while on duty.
- (4) Failure to report the use of any prescription only drug that may alter an employee's physical or cognitive abilities while on duty.
- (5) That the employee is guilty of improper political activity as defined in these rules.
- (6) Offensive conduct or language toward the public or toward City officers or employees.
- (7) Has been guilty of insubordination to their supervisor or has been guilty of any conduct unbecoming to an officer or employee of the City, either on or off duty.
- (8) Incompetence, inefficiency, or inattention to or dereliction of duty.
- (9) Damage to or negligence in the care and handling of City property.
- (10) Violation of any lawful and reasonable directive made or given by their superior, where such violation or failure to obey amounts to an act of insubordination or a serious breach of discipline; or results, or might reasonably have been expected to result, in loss or injury to the City, or to the public.
- (11) Commission of acts or omissions unbecoming an office or position held, which render their reprimand, suspension, demotion, or dismissal necessary or desirable for the economical or efficient conduct of the business of the City.
- (12) Has induced or attempted to induce any officer or employee of the City to commit an illegal act, to act in violation of any lawful and reasonable department or official regulation or order, or has

participated therein.

- (13) Solicitation or receipt from any person, participation in any fee, gift, or other valuable thing that is given in the hope or expectation of receiving a favor or better treatment than that accorded other persons.
- (14) Use or attempted use of personal or political influence or bribery to secure an advantage in an examination or promotion, leave of absence, transfer, change of pay or character of work.
- (15) Absence from duty without leave contrary to these rules, or failure to report after leave of absence has expired, or after such leave of absence has been disapproved or revoked and cancelled by the proper authority.
- (16) Failure to use seatbelts while traveling in a City vehicle or for City business.
- (17) Using a cell phone while driving a City vehicle or while driving on City business; provided, however an employee may use a hands-free feature. To comply, an employee must have their cell phone located where they are able to initiate, answer, or terminate a call by touching a single button. The employee must be in the seated driving position and properly restrained by a seat belt. Employees are not in compliance if they unsafely reach for a cell phone, even if they intend to use the hands-free function.
- (18) Willful violation of any of the provisions of these rules.

Verbal reprimand

Except in such cases where a written reprimand is issued, a supervisor or department head shall discipline employees under their direction by verbal reprimand for any and all causes for discipline; said verbal reprimand shall consist of verbal statements that include a specification of how an employee's conduct deviates from proper conduct. Except in cases where it may not be feasible to do so, all verbal reprimands should be done in private. Verbal reprimands should not be confused by supervisors as teachable moments.

Written reprimand

A department head may reprimand any employee in their department for cause. Such written reprimands shall include a specification of how an employee's conduct deviates from proper conduct. Such reprimand shall be in writing and addressed and presented to the employee who shall initial receipt for the document. A signed copy shall be delivered to the Human Resources Department for inclusion in the employee's personnel file. Written reprimands shall be removed from an employee's personnel file 12 months after inclusion if no further disciplinary action involving the employee has occurred.

Suspension

A department head may suspend an employee with or without pay for cause for a period up to thirty (30) calendar days, which may be extended by the department head for good cause shown. The department head shall notify the employee in writing. Such notice shall include the reasons for and the duration of the suspension. The employee shall initial receipt for the document. A signed copy shall be delivered to the Human Resources Department for inclusion in the employee's personnel file.

An employee who is on suspension without pay shall accrue no vacation, Sick Leave, or seniority rights with respect to promotion and proficiency pay increases for any portion of the entire period of leave

or suspension.

After an employee is on suspension without pay for more than thirty (30) days, coverage of that employee under the City's health, accident and life insurance programs at the City's expense shall cease at the end of that calendar month; however, the employee may continue participating in the City's health, accident and life insurance programs at their own expense until he/she returns to work.

Disciplinary demotion

A department head may demote an employee for cause. No disciplinary demotion shall be made unless the employee to be demoted is suitable for employment in the position with a lower pay scale or if employee in the lower pay scale would be laid off by reason of the action. The department head shall notify the employee of the disciplinary demotion in writing with a copy given to the Human Resources office to be placed in the employee's personnel file. The employee shall initial receipt of the document.

Discharge/Termination

(1) A department head who wishes to dismiss an employee under their supervision or jurisdiction for cause, shall first review with Director of Human Resources and the City Attorney before proceeding to speak with the employee.

(2) An employee who has completed their probationary period, shall be discharged only upon being served with a written form, stating cause of discharge.

(a) A copy of the discharge form shall be filed with the Human Resources office.

(b) The discharge form shall contain the name, address, and position of the employee as well as a brief statement of the reason for discharge.

(3) Appeal. A discharged employee shall have 14 calendar days from the date of such notice to file an appeal with the Director of Human Resources.

Hearings

(1) If a discharged employee makes a written request for a hearing, the Director of Human Resources shall notify the discharged employee and the department head involved of the time and place of the hearing on such charges before the Appeals Board. The Appeals Board will be made up of employees who have volunteered and completed training provided by the Human Resources Department. No such hearing shall be held less than 14 calendar days after serving or mailing the notice of the time and place of such hearing by the Director of Human Resources, unless this time is waived by both discharged employee and the department head.

(2) The City Administrator shall serve as the chairperson of the Appeal Board.

(3) The Appeal Board shall be made up of a department head chosen by the department head involved, an employee chosen by the discharged employee, and one other department head and employee chosen by the Director of Human Resources.

(4) The Director of Human Resources and City Attorney shall determine the procedure to be used by the Appeals Board in its hearing on the discharge of the employee, and

(5) The Appeals Board after the conclusion of the hearing shall:

(a) confirm the discharge; or

(b) order that the employee be reinstated to the position formerly held, with back pay, if applicable.

(6) In the course of such hearing, the employee shall be given an opportunity to produce witnesses and be heard in their own defense and to be represented by counsel. The finding of the Appeals Board shall be certified in writing to the discharged employee and department head, who shall implement the Appeals Board's decision. A stenographic or electronic record of all proceedings at the hearing shall be made and retained by the Human Resources Department in the event of further appeal. The decision of the Appeals Board is final unless overturned by a court of law.

ARTICLE IX. Issue Resolution

Open Door Policy for Issue Resolution

The accumulation of unspoken or unanswered complaints can result in frustration and dissatisfaction and could harm what otherwise could be a pleasant working relationship. Employees who do not wish to utilize the grievance process, are encouraged to utilize the open door policy in order to resolve issues.

If an issue arises, it is to everyone's benefit to assure a prompt and fair resolution. That is the purpose of the following "Open Door" procedures, which you should feel free to use without fear of reprisal or penalty in any way.

If you have an issue, you should review the matter with your supervisor or team as soon as possible. It is part of the supervisor's responsibility to help you and your team address issues.

If you and your supervisor do not reach a solution, you may request a meeting with the Staff person to whom your supervisor reports.

If you do not feel the issue has been properly resolved by your immediate supervisor and/or next level/s of management, you should ask for an appointment with a representative of Human Resources. Occasions can also arise when you have issues that are difficult to discuss with your immediate supervisor. If this occurs, you may make an appointment with a representative of Human Resources.

If your issue still has not been resolved to your satisfaction, you or the Human Resources Department can contact your department head for an appointment.

We believe that your immediate supervisor is best- equipped to handle most of your issues. However, feel free to consult with any member of the management team you feel comfortable with.

Grievance Policy

It is the policy of the City to treat all employees equitably and fairly in matters affecting their employment. Each employee will be provided ample opportunity to understand and to achieve mutually satisfactory resolutions of matters which they allege are violations of rules, regulations, or any other condition of employment. Each employee has the right to present a grievance with the expectation of attention being paid to the matter and without fear of adverse personnel action. This article shall apply to all employees who do not have collective bargaining agreements that otherwise specify grievance procedures.

Grievance - Definition

See definition of "grievance" in the Definitions section in Article I. of these rules.

Grievance procedure

(1) Any employee who has a grievance concerning a condition of employment shall discuss that

grievance with their immediate supervisor within five (5) working days of the commission or omission of the act or acts upon which the grievance is based. Supervisors shall respond to the grievance verbally. Supervisors shall make a record of all such verbal discussions of grievances upon the date of their occurrence which shall specify the employee, the act or acts discussed, and the date of the verbal discussion.

(2) If a verbal discussion between an employee and his immediate supervisor does not resolve the grievance, the employee may within five (5) working days submit a written grievance to their immediate supervisor's supervisor. The written grievance shall include:

- (a) The exact nature of the grievance.
- (b) The act or acts of commission or omission.
- (c) The exact date of the act or acts of commission or omission.
- (d) The identity of the party or parties who claim to have a grievance.
- (e) The identity of the party or parties alleged to have caused or who are involved in the grievance.
- (f) The specific provision of the City ordinances, personnel rules or other conditions of employment that is alleged to have been violated.
- (g) The remedy that is sought.

Within five (5) working days after receiving such written grievance, the immediate supervisor's supervisor shall furnish the employee with a written reply to the written grievance.

(3) If the written reply by the immediate supervisor's supervisor does not resolve the grievance, the employee may, within five (5) working days of receiving the written response, submit the written grievance to their appointing authority. The appointing authority shall furnish the employee, within five (5) working days of receiving the written grievance, a written response to the written grievance.

(4) If the written reply by the appointing authority does not resolve the grievance, the employee may submit, within five (5) working days of receiving the written response, the written grievance to the Appeals Board. The Appeals Board shall be comprised of individuals selected in the same manner as the Appeals Board for a disciplinary action with the Director of Human Resources being the chairperson of the Board of Appeals. The Appeals Board shall hold a hearing, within ten (10) working days of the submission of the written grievance, with all documentation and witnesses being present. Within five (5) working days of the hearing, the Appeals Board shall provide all parties to the grievance with a written reply. Appointing authorities and supervisors shall be bound by the decision of the Appeals Board unless overturned by a court of law.

(5) Representation

Legal representation is always a right of parties to the grievance procedure. Any party may make a change in representation at any time, however, such a change shall not change the time periods for carrying out the actions required by the grievance procedure.

Failure to adhere to time periods

Failure of the employee to present a grievance within the time periods specified in the grievance procedure shall automatically dismiss the specific grievance. Failure of a representative of the City to adhere to the time periods required by the grievance procedure shall allow the employee submitting the grievance to proceed to the next step in the grievance procedure as if the City representative had

acted on the last day of the allotted time period.

ARTICLE X. Sexual Harassment and General Harassment

Intent

It is the policy of the City that there be no discrimination against any employee or applicant for employment with the City of Hastings on the basis of their sex, or for any reason. The City of Hastings considers harassment by any employee to be serious misconduct which shall result in disciplinary action. All personnel are encouraged to maintain confidentiality about complaints in order to protect the parties involved, and information should not be shared with anyone other than those involved in the investigation.

The City of Hastings is committed to a work environment in which all individuals are treated with respect and dignity. This includes a workplace free from any form of harassment.

Harassment is defined as any unwelcome behavior directed at a person or group because of their sex, race, religion, age, disability, sexual preference, or national origin. In general, examples of harassment include:

- racial slurs or negative stereotyping.
- threatening, intimidating, or hostile acts.
- assault or unacceptable physical contact.
- written or graphic material that denigrates or shows hostility toward an individual or group.
- retaliation against an employee for bringing up an issue of alleged harassment.

Harassment, both sexual and otherwise, by or directed toward any employee or prospective employee is expressly prohibited. Violation of this policy shall result in disciplinary action.

Definitions

For the purposes of this Article, the following definitions shall apply, and to the extent that they conflict with any definitions found elsewhere in this code, including Hastings City Code Section 3-108, the following shall prevail herein:

- (1) "Complaint" is defined as a written allegation of harassment, sexual or otherwise, specifically detailing the conduct upon which the allegation is based, and which is dated, and signed by the person making the allegation.
- (2) "Disciplinary Action" is defined as any appropriate discipline, including verbal reprimand, written reprimand, counseling, suspension, reassignment, demotion or termination.
- (3) "Employee" is defined as all persons employed by the City of Hastings, including all employees of the City of Hastings, and shall include all department heads, all part-time, regular part-time, regular full-time, seasonal, and temporary employees, whether or not they be parties to or subject to a collective bargaining agreement.
- (4) "Investigator" is defined as the person who shall conduct the investigation of any complaint. The investigator shall be the Director of Human Resources. If the complaint involves the Director of Human Resources, the investigator shall be the City Administrator, who shall have the authority to investigate the complaint, or designate an individual to conduct the investigation.

(5) "Sexual Harassment" is defined as being an unwelcome sexual advance, a request for sexual favors, and other verbal or physical conduct of a sexual nature when:

- (a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- (b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- (c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Complaint procedure

(1) An employee or a citizen who believes they have been harassed may submit a written complaint with any one of the following:

- (a) immediate supervisor
- (b) department head
- (c) Director of Human Resources
- (d) City Administrator

(2) The person to whom a written complaint is submitted shall deliver the original written complaint to the Human Resources Director, retain a copy, and deliver copies to the appropriate investigator, and to the City Attorney.

Investigation

(1) The investigator shall interview the complainant and any named parties mentioned in the complaint. The investigator shall make a record of all interviews, which shall include:

- (a) the date(s) of any discussion(s);
- (b) the details of the incident(s) which led to the complaint being filed;
- (c) the date(s) the incident(s) occurred;
- (d) the identity of the party or parties alleged to have engaged in sexual or general harassment; and
- (e) the identity of the aggrieved party.

(2) The investigator shall expediently investigate all complaints of sexual or general harassment. Department heads and supervisors shall make available any employee for interviews, and present any documents required in the investigation.

(3) The complainant shall be kept informed of the status of the investigation.

Investigation; findings

Upon completion of the investigation, the investigator shall prepare a report of the findings of the investigation, deliver it to the appointing authority of the employee against whom the complaint was filed and to the Director of Human Resources. The report shall include a recommendation on appropriate action, which may consist of disciplinary action, counseling, reassignment of work, or a

determination that no action is required. Copies of the report shall be provided to the complainant and the person about whom the complaint is made. The Investigator shall conduct a follow-up review with the complainant within sixty (60) calendar days in order to make sure that the problem has been remedied.

Disciplinary action

After reviewing the findings of the investigation, the appointing authority of the employee against whom the complaint was filed shall take the appropriate action to resolve the complaint. Such action may include disciplinary action, counseling, reassignment of work, or a determination that no action is required. Written notification of the action shall be provided to the disciplined employee.

Appeal procedure

Appeals of action taken under the provisions of this Article shall be submitted directly to the Appeals Board, which shall be comprised of individuals following the same procedure for selecting an Appeals Board for an employee disciplinary action. Any appeal shall be submitted in writing within five (5) working days of notification of action taken. The Appeals Board shall hold a hearing within ten (10) working days of the submission of the written appeal. The Appeals Board shall provide the complainant and the party against whom the complaint was filed at least five (5) days' written notice of the time and place of the hearing. Within five (5) working days after the hearing, the Appeals Board shall provide all parties to the appeal with a written decision. The complainant and the party against whom the complaint was filed shall be bound by the decision of the Appeals Board unless overturned by a court of law.

Appeal hearings

Appeal hearings shall be closed to the public unless the person against whom the complaint has been filed requests that the hearing be held in open session.

False complaints

No employee shall intentionally prepare and execute a false complaint of general of sexual harassment. Any employee who does so shall be subject to disciplinary action.

ARTICLE XI. Policies

Equal Employment Opportunity (EEO)

It is the continuing policy of The City of Hastings to abide by applicable laws and regulations and to provide equal employment opportunities to qualified individuals regardless of race, color, religion, sex, national origin, age, disabilities, veteran or disabled veteran status, and/or citizenship status.

The exception is citizenship status which is required to comply with law, regulations, or federal executive order; or by federal, state, or local government contract; or which the Attorney General of the United States determines to be essential for an employer to do business with an agency or department of the federal, state or local government.

Returning without Limitations

If you return to work after a disability, prolonged illness, or leave of absence, and are fully able to do the position you left, you will be assigned to the job or position classification, department and shift you were on when you left. If for any reason you cannot be assigned to your former job, you will be reassigned according to the reduction in force procedure, and in compliance with FMLA, if applicable.

Returning with Temporary Limitations

- (1) Work related injuries - An employee returning to work as a result of a workers compensation injury shall provide documentation to their immediate supervisor from their medical or mental provider outlining their potential return to work, including any restrictions placed upon the employee for their return. The supervisor must provide the documentation to the City Clerk's office prior to allowing the employee to engage in any work activities.
- (2) Non-work related injuries or other medical or mental conditions. Employees desiring to return to work under this section shall return to their regular position with the City subject to the restrictions placed on the employee by their medical or mental health provider. The employee shall provide their medical or mental provider with a copy of their job description outlining the essential job functions and physical requirements of their position so that the physician or mental provider can determine whether the employee can return to work, and with or without any restrictions on the employee upon their return. The supervisor shall review the restrictions to determine whether the employee is able to do their job with the restrictions. If the supervisor determines the employee is able to perform their duties with the restriction, a doctor's note outlining said restrictions should be given to Human Resources, prior to the employee's return to work. If the supervisor determines the employee is unable to do their job, the supervisor shall notify Human Resources of their determination and the employee shall not be allowed to return to work until there would be a significant change in or the elimination of the restrictions by the employee's medical or mental health provider. Any employee unable to return to their position without restrictions for a period of 90 days shall be referred to the City's long term disability insurance carrier.

Returning with Permanent Limitations

If you are able to return to work, but with permanent limitations determined by a physician, every effort shall be made to find a job you can do within your prescribed limits. Positions are evaluated to determine your ability to perform job requirements. During this evaluation, every effort shall be made to comply with the Americans with Disabilities (ADA) Act. (See next section on ADA.)

The level of pay upon return follows the same procedure in place for rehiring employees.

Productive work must already be available and must not be created to satisfy limitations. There may be situations where no work can be found within your limitations. In this case you will remain on Sick Leave and follow procedures for determining if you are eligible for long-term disability and or benefits from Social Security.

Americans with Disabilities Act (ADA)

The Americans with Disabilities Act (ADA) makes it unlawful to discriminate against qualified individuals with (or perceived as having) physical or mental disabilities.

To be protected under the ADA, individuals must have a record of, or be regarded as having a substantial impairment. A substantial impairment is one that significantly limits or restricts a major life activity. Major life activities include hearing, seeing, speaking, breathing, performing manual tasks, walking, caring for oneself, learning, or working.

Individuals with a disability must be able to satisfy job requirements for educational background, employment experiences, skills, licenses, and any other qualification standards that are job related.

The employee must also be able to perform tasks essential to the job, with or without reasonable accommodations. Accommodations are reasonable unless they expose the business to an undue hardship. An undue hardship means the accommodation would require significant difficulty or expense.

The ADA does not cover temporary disabilities. Employees who experience short, temporary disabilities are covered in the “Job Assignment upon Return to Work” policy outlined in the preceding section. The purpose of the Return to Work policy is consistent with the purpose of the ADA.

Immigration Law Compliance

The City of Hastings is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin. In compliance with the Immigration Reform and Control Act of 1986, as amended, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility.

The City of Hastings participates in the federal e-Verify employment verification program. The City will provide the Social Security Administration (SSA) and if necessary, the Department of Homeland Security (DHS), with information from each applicant’s Form I-9 to confirm work authorization. If the government cannot confirm that you are authorized to work, you will be provided with written instructions and an opportunity to contact SSA and/or DHS before the City takes adverse action against you, including terminating your employment.

Former employees who are rehired must also complete a new I-9 form. Employees with questions or seeking more information on immigration law issues are encouraged to contact the Human Resources Department. Employees may raise questions about immigration law compliance without fear of reprisal.

Safety

City Commitment

The City of Hastings Team is committed to the following goals:

- Providing safe working conditions for all employees
- Eliminating occupational injuries and illnesses
- Minimizing materials and processes that negatively impact the environment
- Developing a safety culture that supports these goals.

Safety Rules

Safety is serious business at The City of Hastings. Employees who break these rules are endangering themselves and others. For this reason, the City has a responsibility to strictly enforce these safety rules:

1. Everyone in areas where applicable work is being performed is required to wear American National Standards Institute (ANSI) approved safety glasses (prescription or non-prescription) with side shields. Safety glasses may be lightly tinted to reduce glare. Dark or mirrored glasses are not allowed.
2. No carelessness, recklessness, horseplay or disorderly conduct on work premises is tolerated.
3. Employees are required to report all injuries to their supervisor, department head or the Safety Director immediately.
4. Employees are required to report all accidents resulting in damage to materials, equipment, or property to their supervisor or department head immediately.
5. Employees assigned to a hearing-protected area, are required to wear approved hearing protection at all times.
6. All powered industrial trucks will be operated in a safe manner at all times.
7. No safety device, guard, or other protective equipment is to be removed from any piece of machinery or equipment. The exception to this rule is when the equipment is under repair by “authorized personnel” working within the guidelines of the Lockout/Tagout and Electrical Safety Programs.
8. Machines with missing or defective guarding must be reported immediately. These machines will be locked out by “authorized personnel” until they are repaired.
9. Employees are not permitted to remove a “Lock out/Tagout” tag or lock except “authorized personnel” as defined by the Lockout/Tagout Program.
10. Employees assigned to a respirator-required area, must wear a respirator at all times. Employees will not be permitted to wear a respirator unless they have been medically approved to do so and received proper training.
11. Employees who are welding must use approved welding helmets with the appropriate shade of protection and employees in the vicinity must take every precaution to avoid eye contact with light from the welding process.
12. All chemical substances must be used in accordance with safety instructions printed on the container and/or in the SDS (Safety Data Sheet) for that substance.
13. No new substances may be brought into warehouses or to a jobsite without an SDS sheet.
14. Personal Protective Equipment (PPE), where required, must be worn in applicable areas, and will be provided by the City.
15. Lifting, handling, and assembling goods and equipment must be done in a safe and professional manner.

Violations of the above safety rules are not tolerated. The first such violation may result in a verbal warning and could, depending upon the seriousness, result in suspension or discharge. Subsequent violations (not necessarily of the same type) may result in discharge.

SAFETY EYEGLOSS PURCHASING GUIDELINES

SEASONAL/TEMPORARY EMPLOYEES:

1. Seasonal/temporary employees will be provided with one pair of non-prescription, protective eyewear appropriate for the type of work being performed.

NON-PRESCRIPTION SAFETY GLASSES:

1. Non-prescription safety glasses are provided, upon employee request, by the warehouse Department, Department Head or Supervisor. Approval by the Department Head is not required.
2. An employee can obtain both a clear and a shaded pair of non-prescription safety glasses.

PRESCRIPTION SAFETY GLASSES:

1. All Employees will abide by the following procedure to obtain prescription safety glasses:
 - a. Employee must obtain a prescription for safety glasses.
 - b. Employee takes prescription and request for safety glasses form to supervisor for approval signature.
 - c. Employee takes the signed safety glasses request form to Nebraska Eye Care for glasses.
2. Prescription safety glasses must meet ANSI Z-87 standards and be adaptable for side shields. Side shields must be worn at all times if your safety glasses have the adaptable side shields.
3. The City of Hastings will pay for one pair of clear lenses and frames and one pair of shaded lenses and frames. In lieu of these two pair of safety glasses the City of Hastings will pay for one pair of photo-gray lenses and frames. However, if your work is 85% indoors you can only order clear or photo gray lens safety glasses. The City will not pay for dark lens safety glasses. If you wish to order the dark lens, then it is up to the employee to pay for them out of his/her own pocket.
4. The City of Hastings will pay the cost of repairing or replacing safety glasses (prescription or non-prescription) damaged while at work.
5. Linemen are required to use plastic frames.
6. If an employee's prescription changes after one year the City of Hastings will cover the cost of new lenses and frames.
7. Employees are eligible for new safety glasses every 24 months.
8. The City of Hastings will not pay for specialty lens applications.

Boot Policy

This policy will be revisited during fiscal year 2021-22.

Wellness

The City of Hastings promotes a healthy workforce and City culture while providing growth opportunities for people, productivity, and profits. Lunch and learns, family seminars, and participation in health risk assessments and community wellness activities are ways in which we encourage good health. Wellness goals include:

- To create a healthy City culture.
- To enhance the health of employees and of the organization.

- To provide techniques and tactical plans for improving and controlling health care costs.

Nursing Mothers

If you are a new mother feeding your child and you wish to pump at work, you will be provided with a private place to do so and appropriate time away from your work station. However, you should utilize your breaks and lunchtime for these activities. If the break time is not sufficient, then you will return to work when you are finished.

Respectful Workplace Policy

Purpose

To promote a work environment free from violence or threats of violence, including bullying, harassment and intimidation, against individuals, as well as City and personal property. This includes partner or family violence that may occur on City property.

The examples and definitions listed in this policy are not all inclusive. The City has the sole right to interpret this policy based on individual facts and circumstances.

Application

The policy requires all individuals on City premises, whether employees or non-employees, to conduct themselves in a professional manner consistent with good business practices. The policy strictly prohibits use of bullying, violence, threats of violence, or possession of weapons in the workplace, including acts or threats of family violence.

Violations of this policy will lead to disciplinary actions, up to and including termination, and may include the involvement of appropriate law enforcement authorities.

Any person who makes threats, exhibits threatening behavior, or engages in violent acts on City property will be removed from the premises, and may be asked to remain away from the property pending the outcome of an investigation.

The City reserves the right, in its sole discretion, to determine when particular conduct constitutes an act of violence under this policy, and to respond to actual or perceived acts of violence in the manner deemed appropriate, based on the situation.

Workplace Violence

Workplace Violence is defined as:

- (1) behavior which constitutes actual or potential assault, harassment, intimidation, threats or similar actions.
- (2) possession of weapons.
- (3) threats to City or personal property.
- (4) enlisting, coercing or aiding other employees in such behaviors either:
 - (a) in the workplace or while engaged in City business or
 - (b) while using City or personal resources, such as phones, copy or fax machines, mail, e-mail, internet, voice mail and other forms of electronic communication, automobiles, etc.
 - (c) acts related to any of the above that reasonably relate to the workplace, regardless of whether the action takes place on or off City property.

Partner/Family Violence

The City recognizes the impact of partner/family violence can have an impact on the workplace. Partner/Family Violence is defined as abusive behavior, occurring between family, partners, or household members, which affects the workplace. The behavior includes physical violence, sexual, emotional and psychological intimidation, verbal abuse, stalking and economic control.

Bullying

Bullying is deliberate and repeated behavior intended to intimidate, offend, degrade or humiliate a particular person or group of people.

Examples of Bullying: Bullying is a form of aggression where actions are most often covert or subtle. Bullying usually, but not always, involves a pattern of behavior, so there is generally more than one occurrence of the behavior. The following examples are not all-inclusive, but show ways bullying may occur in the workplace:

- (1) Spreading malicious rumors, gossip or innuendo.
- (2) Excluding or isolating someone socially.
- (3) Undermining or deliberately impeding a person's work.
- (4) Withholding necessary information or purposefully giving the wrong information.
- (5) Yelling or using profanity.
- (6) Criticizing a person persistently.
- (7) Tampering with a person's personal belongings or work equipment.

Respectful comments that are objective, intended to provide constructive feedback, and intended to assist employees with their work, are not considered bullying.

Responsibility of Employees

All employees are responsible for establishing and maintaining a workplace free of violence by treating others with dignity and respect.

Employees are encouraged to notify a supervisor, manager, or human resources representative in good faith, in a timely manner of the following:

- any threats or acts of violence or
- any behavior regarded as violent or a safety concern witnessed, heard, or heard about from another person at the workplace or potentially affecting the workplace.

All threats should be taken seriously. Employees should NOT confront individuals who are making threats. Threats should immediately be reported to a supervisor, manager, or human resources representative.

In cases of bullying or harassment, employees may inform the perpetrator that their actions are not acceptable and ask the person to stop. Employees who are not comfortable doing this should talk with a supervisor, manager or Human Resources Department.

Training

All employees should be familiar with the policy regarding workplace violence and the steps for dealing with workplace threats and emergencies. To follow the steps outlined in this policy, employees will receive information on how to identify, report and respond to violence in the workplace.

Confidentiality

The City understands the sensitivity of such information and will take action in ways that maintain the respect and dignity for individuals, while acting to address the situation. The information will be kept confidential to the extent possible, consistent with the best interests of the City and those involved.

No Retaliation/Discrimination

The City will not tolerate retaliation against anyone who, in good faith, reports an incident, or who cooperates in the investigation process.

Reporting potential violence, bullying, etc., will not impact an employee's standing or opportunities within the City.

Also, employees who experience any form of workplace violence should not retaliate against the perpetrator(s). Employees should use the reporting procedure to elevate concerns and keep the investigation focused on the perpetrator.

Counseling

When an employee requests, or the City mandates, professional assistance relating to this policy, the Employee Assistance Program (EAP) will be contacted for counseling, support and referrals. This includes employees who are involved in partner/family violence.

Protective or Restraining Orders

Employees who obtain a temporary or permanent order of protection from a court that lists the City as a protected area must provide Human Resources with a copy of the petition and court order.

Right to Search

The City has the right to conduct searches of any items on City property. This can include desks, file cabinets, lockers, the employee's person, computers (including e-mail and internet), City provided cell phones or personal cell phone used for City business or anything brought onto or taken off its premises, when the City has reasonable suspicion. In certain situations, this may also involve appropriate law enforcement.

Emergency or Immediate Danger

If an employee is in immediate danger of harm while on City property, immediately call 911.

False Accusations

Employees who knowingly, willfully or in bad faith falsely accuse another person of such acts, will receive disciplinary action, up to and including termination.

ARTICLE XII.

DRUG AND ALCOHOL FREE WORKPLACE POLICY

Intent

The City of Hastings is committed to a drug and alcohol free workplace. Drug and alcohol testing of employees shall be determined based upon each employee's job classification and/or state or federal testing requirements.

Generally

Generally employees are divided for testing as follows:

1. Those employees who are subject to the federal Gas Pipeline, a copy of which is attached to this Employee Handbook as Appendix "A";
2. Employees who possess a CDL Driver's License which is maintained by the City; and
3. All other employees.

(It should be noted that an employee who qualifies in both 1. and 2. above may be included in both pools.)

This policy will not apply to:

1. This policy shall apply to all employees except for employees who are covered by a collective bargaining agreement that provides for different drug and alcohol testing as part of their collective bargaining agreement.
2. Law enforcement officers and fire and rescue personnel who have general or standing orders which cover drug and alcohol in their systems or who are subject to state or federal regulations governing their positions or who have legal custody of controlled substances obtained or used in the lawful performance of their duties.
3. Any employee that has been pre-approved to distribute alcoholic beverages at a City social event as a part of their legitimate duties. Pre-approval must be granted by the employee's department head or in the case of department heads, by the City Administrator. On such occasions, the employee is not to consume alcohol.

Alcohol Prohibitions

1. All employees are prohibited from using, purchasing, possessing, distributing, and being impaired or intoxicated by alcohol while at work or on duty.
2. An employee who refuses to submit to a post-accident, reasonable suspicion or follow-up alcohol test will be immediately suspended from their job duties pending review.
3. An employee shall not consume alcohol while on standby and being paid standby pay. Doing so could result in disciplinary action.

Drug Prohibitions

1. All employees are prohibited from using, possessing, distributing, and being impaired or intoxicated by controlled substances or illegal drugs while at work or on duty.
2. Prescription and over-the counter medications are not prohibited when taken in recommended dosage and/or according to a physician's direction or recommendation.
3. Any employee taking prescribed or over-the-counter medications will be responsible for consulting the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with safe performance of their job.
4. If the use of a medication could compromise the safety of the employee, fellow employees, the public or adversely affects the ability of the employee to reasonably perform their duties, it is the employee's responsibility to use appropriate procedures (e.g., call in sick, use leave time, request change of duty, notify supervisor, etc.) to avoid unsafe workplace practices.

Prohibitions for both Alcohol and Drugs

1. Any employee covered by this policy that refuses, fails a drug or alcohol test, or provides altered,

substituted or diluted test specimen may receive disciplinary action, up to and including termination.

2. Any employee covered by this policy who refuses or fails a drug or alcohol test shall be immediately suspended from their job duties pending review.
3. All employees will be made aware of any modifications to this policy.

Confidentiality

1. Each employee's record of testing and results shall be maintained private and confidential with the exception of the testing laboratory, Medical Review Officer (if applicable), Human Resources and Safety departments, upon order of a court of competent jurisdiction or upon any State or Federal agency with regulatory authority, or as part of an accident investigation. The information shall include name-specific alcohol test results, records, and reports. The results of individual tests will not be released to anyone without the express written authorization of the individual tested.
2. All written records will be maintained in the Human Resources offices under the control of the Human Resources Director or his or her designee.
3. Unless an employee gives his or her written consent, the employee's drug and alcohol testing and/or rehabilitation records will not be released to a subsequent employer.
4. A covered employee is entitled, upon written request, to obtain copies of records pertaining to the employee's use of drugs or alcohol, including drug and alcohol tests.
5. The City may disclose information to an employee or the decision maker in a lawsuit, grievance, or other proceeding, and involving the results of a drug or alcohol test administered under this policy, or from the City's determination that the employee engaged in prohibited conduct.
6. The City shall release information regarding an employee's records as directed by the specific, written consent of the employee authorizing release to an identified person. Release of such information by the person or entity receiving the information is permitted only in accordance with the terms of the employee's consent.

Types of Drug Testing

1. **Random Testing**
 - A. All employees are subject to unannounced testing based on random selection based on their job classification.
 - B. The City of Hastings will random drug test at least 25 percent (25 %) of employees every twelve (12) months, conducted quarterly. All employees will be subject to be randomly picked for drug testing at each random testing date. An employee may be randomly picked more than once or not picked at all during the annual period.
 - C. To assure that the selection process is random; all employees covered by this policy shall be placed in their respective common pool or pools. The random selection procedure will be a computer-based number generator that is matched with an employee's payroll identification number or any other identifying number.
 - D. Employees who test positive have the right to have their sample retested, provided a written request for retesting is made within three (3) days of the initial positive finding. An employee will be responsible to pay in advance the cost of the retest,

but will be reimbursed if the retest is negative.

2. Post-accident testing

- A. Employees who are involved in a workplace or traffic accident while on duty that results in bodily injury or property damage, **may** be required to take a drug test as soon as possible following the accident.
- B. Nothing in this section shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.
- C. Employees who test positive have the right to have their sample retested, provided a written request for retesting is made within three (3) days of the initial positive finding. An employee will pay in advance the cost of the retest, but will be reimbursed if the retest is negative.

3. Reasonable cause testing

- A. When there is reasonable cause to believe that an employee covered by this policy is using a controlled substance or prohibited drug, the employee shall be required to take a drug and alcohol test.
- B. The employee's supervisor must substantiate with another supervisor the decision to test for reasonable cause. Both supervisors must have completed training in drug and alcohol use symptoms.
- C. A decision to test must be based on physical, behavioral, or performance indicators of possible drug use. Examples of this are evidence of repeated errors on the job, regulatory or City rule violations, or unsatisfactory time and attendance patterns, coupled with a contemporaneous event that indicates possible drug use.
- D. For purposes of reasonable cause, testing is limited to controlled substances and intoxicating components.
- E. Employees who test positive have the right to have their sample retested, provided a written request for retesting is made within three (3) **days** of the initial positive finding. The employee will pay in advance the cost of the retest but will be reimbursed if the retest is negative.

Types of Alcohol Testing

1. Random Testing

- A. All employees are subject to unannounced testing based on random selection based on their job classification.
- B. The City will random alcohol test at least ten percent (10 %) of the covered employees every twelve (12) months. Tests are conducted quarterly. All persons may be randomly picked more than once or not picked at all during the annual period.
- C. To assure that the selection process is random; all employees covered by this policy will be placed in their respective common pool or pools. The random selection procedure will be a computer-based number generator that is matched with an employee's payroll identification number or any other identifying number.

2. Post-accident testing

- A. Employees who are involved in a workplace or traffic accident while on duty that results in bodily injury or property damage **may** be required to take an alcohol test as soon as possible following the accident.
- B. Nothing in this section shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

3. Reasonable cause testing

- A. When there is reasonable cause to believe that an employee covered by this policy is under the influence of alcohol, the employee shall be required to take a drug and alcohol test. No supervisor shall permit an employee who refuses to submit to such a test to perform or continue to perform their duties.
- B. The employee's supervisor must substantiate with another supervisor the decision to test for reasonable cause. Both supervisors must have completed training in drug and alcohol use symptoms.
- C. A decision to test must be based on physical, behavioral, or performance indicators of possible drug use. Examples of this are evidence of repeated errors on the job, regulatory or City rule violations, or unsatisfactory time and attendance patterns, coupled with a contemporaneous event that indicates possible alcohol use.
- D. No supervisor shall take any action under this subpart against an employee based solely on the employee's behavior and appearance in the absence of an alcohol test. The supervisor shall notify the Human Resources and/or Safety department that they are transporting the employee to the collection site.
- E. An employee who fails to remain available for testing for no good reason, not including medical attention, may be deemed to have refused to submit to testing.
- F. A covered employee shall not be permitted to report for duty or remain on duty while the employee is under the influence or impaired by alcohol.

Result of positive drug and/or alcohol test finding

- A. All employees who have a positive alcohol test or engage in prohibited alcohol misuse will be suspended from their duties and referred to the City Employee Assistance Program (EAP) for evaluation and rehabilitation under direction of a substance abuse professional either under contract or not affiliated with employer. Any employee who refuses to enter such a program could be subject to discipline up to and including dismissal.
- B. Participation in rehabilitation through the EAP will not result in disciplinary action. However, successful completion of the prescribed program will be required for the employee to continue in the employment of the City of Hastings. Only one rehabilitation program per employee is allowed. A positive test result, **or a refusal to submit to a test**, after a rehabilitation program will result in dismissal of the employee.
- C. Participation in rehabilitation through the EAP will not waive disciplinary action where warranted for violations of rules and regulations.

- D. An employee resolving problems associated with drug or alcohol misuse is subject to unannounced follow-up drug or alcohol testing as directed by a substance abuse professional.

Designated Personnel and Sites

Medical Review Officer for this program is Dr. A. A. Armstrong, M.D., WPCI, 1321 Broadway, Scottsbluff, NE 69361.

Drug and Alcohol collection site for this program is Mary Lanning Memorial Hospital, 715 North St. Joseph Avenue, Hastings, NE 68901.

Testing laboratory for this program is Clinical Reference Laboratory, 8433 Quivera, Lenexa, KS 66215.

ARTICLE XIII.

Computer Systems Security and Acceptable Use Policy

Purpose

To protect the City of Hastings from civil and criminal liability, and to protect the City of Hastings computer information systems against loss of information, unauthorized access and unnecessary performance degradation.

Employee agreement

All employees are required to sign a statement indicating that they have read and agree to adhere to the policy set forth below.

Licensed software and copyrighted materials

Employees must not copy software. Violations of software license agreements or copyright law can expose the City of Hastings and the responsible employee to civil and criminal penalties. This includes copying software onto City-owned computers as well as copying software onto computers owned by the employee.

Loss of Computerized information

The Information Technology Department has established procedures for making periodic backup copies of computerized City of Hastings information. Employees must not circumvent or interfere with these procedures, and must make reasonable efforts to avoid erasing or destroying City information. Employees must notify the Information Technology Dept. whenever data is mistakenly erased.

Software not provided by the City

Employees must not install any software on City owned computers. Any and all software installed on City owned computers must be purchased and installed by the Information Technology Department. If there is a need for additional software that is not installed on a computer, the employee must contact the Information Technology Dept.

Personal use of City of Hastings computers and software, and any personal use of computers and software provided by City of Hastings, is prohibited unless specifically authorized by the employee's supervisor and the Information Technology Department is notified.

Any information stored on City of Hastings-provided computers is the property of City of Hastings, and is in no way considered an employee's private or confidential information. City of Hastings management may review or inspect any employee's computer documents at any time.

Personal use of internet and email services

City of Hastings provides employees with internet and email services for the purpose of conducting City business. Any personal use of internet and e-mail services is prohibited unless specifically authorized by the employee's supervisor and the Information Technology Department is notified.

Any communication performed through City-provided internet or email services is the property of the City and is in no way considered an employee's private or confidential information. City of Hastings' management may review or inspect any employee's use of internet or email service at any time.

Employees must not spend work time with personal internet or email use. Any personal usage or anything of an illegal, sexual or inappropriate nature or consume excessive amounts of bandwidth such as downloading video and or audio files or file transferring utilizing peer-to-peer protocol including, but not limited to, Bit Torrent is strictly prohibited and may subject the employee to disciplinary action up to and including dismissal.

Computer viruses

The Information Technology Department is responsible for installing and maintaining virus protection software on all City computers whose operating systems are vulnerable to virus infection. Employees must not circumvent or interfere with this virus protection, and must not intentionally introduce a computer virus into a City computer whether by receiving an infected email message, by copying from an infected drive, or any external mass storage device, or by copying infected data from a portable device. These actions may subject the employee to disciplinary action up to and including termination.

Passwords

Employees must not disclose their computer passwords to anyone, except as required by the Information Technology Department for testing or administrative purposes. Passwords must not be written down in a place where they might be discovered. Employees must change passwords periodically and must choose passwords that cannot be easily guessed.

Use of City computers off-site

Employees must not take City computers off-site unless specifically approved by the employee's supervisor and the Information Technology Department is notified of the location. Whenever a City computer is taken off-site, the employee doing so must protect the computer from physical damage and from use by anyone else.

Employee owned computers and networkable devices

Only City owned computers and networkable devices are allowed to be connected to the wired City of Hastings Corporate Local Area Network. Under no circumstances are City employees allowed to connect an employee-owned computer or networkable device to the wired City of Hastings' Corporate Local Area Network. Networkable devices include but are not limited to; Desktop Computers, Laptop Computers, Printers, PDAs, 'Smart' phones, managed switches, unmanaged switches, Game consoles, Wi-Fi Access Points (APs), and Servers. Use of these computers or devices may subject the employee to disciplinary action up to and including dismissal.

City owned computers and networkable devices

City owned networkable devices should not be connected or disconnected from the City of Hastings' Corporate Local Area Network (wired or Wi-Fi) unless specifically approved by the supervisor and the Information Technology Department is notified. Networkable devices include but are not limited to; Desktop Computers, Laptop Computers, Printers, PDAs, 'Smart' phones, managed switches, unmanaged switches, Wi-Fi Access Points (APs), and Servers. Connecting or disconnecting these computers or devices without supervisor approval and notification of the Information Technology Department may subject the employee to disciplinary action up to and including dismissal.

Non-City-owned files and data storage devices

Employees must not access, open, or transfer any non-City-owned files to City-owned computers that could modify the computers configuration in any way. These files include but are not limited to the following types; .exe, .iso, .dll, etc.

Employees must exercise extreme caution when using non-City-owned data storage devices, using them only when absolutely necessary and only from trusted organizations/individuals who can confirm the safety of its contents. Data storage devices include but are not limited to; thumb drives, flash drives, or any device using flash memory with an integrated USB interface, NAS devices (network attached storage), and external hard drives. If a data storage device is required for work related file transfers, contact the Information Technology Department.