

**HASTINGS CITY COUNCIL
AGENDA**

**Hastings Public Library
314 North Denver Avenue
November 8, 2021
5:30 PM**

ROLL CALL:

PLEDGE OF ALLEGIANCE:

MOTION TO ADOPT CURRENT AGENDA for November 8, 2021 Regular Meeting.

PUBLIC NOTICE - Official Notice of the Regular Meeting was published in the Hastings Tribune on Friday, November 5, 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 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 October 25, 2021
 - (b) Approval of the minutes of the Worksession of October 18, 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 Work Order EL-187, installation of a single-phase electric line to serve a new motorcycle shop at 9025 Osborne Drive West
 - (f) Approval of Work Order GA-357, replacement of 2" PE gas main on Highland Drive
 - (g) Approval of Work Order EL-186, installation of a new pole, electric line and padmount at Russ's Market
 - (h) Approval of Work Order EL-189, installation of single-phase electric line to serve south dumping station at Landfill

- (i) Approval of Work Order EL-188, extend feeders 244 and 273 north from Coal Train Road at Whelan Energy Center
- (j) Approval of utilization of city streets for the Celebration of Lights on November 18, 2021
- (k) Approval of the request for Community Development Block Grant funds drawdown in the amount of \$92,192.31 for Community Development Block Grant Project 18-ED-003, Downtown Revitalization

REGULAR AGENDA:

2. Unfinished Business of Preceding Meeting.

3. Public Hearings.

- (a) Public hearing on the request of Engel Construction, Inc. for a Planned District Development Plan for property generally located west and southwest of Walmart, south of West 42nd Street and northeast of Fisherman Lane

Resolution No. 2021-53 approving request of Engel Construction, Inc. for a Development Plan to amend Planned District CP-3, Commercial Business District with a Planned District Overlay for property generally located west and southwest of Walmart, south of West 42nd Street and northeast of Fisherman Lane

- (b) Public hearing regarding the request of the City of Hastings Development Services Department to amend the City of Hastings Comprehensive Plan Future Land Use Map by changing designated land use from "Urban Residential" to "Commercial/Retail" for property generally located in the southern portion of the block between South Lincoln Avenue, South Hastings Avenue and "I" Street

Ordinance No. 4684 amending the City of Hastings Comprehensive Plan Future Land Use Map by changing designated land use from "Urban Residential" to "Commercial/Retail" for property generally located in the southern portion of the block between South Lincoln Avenue, South Hastings Avenue and "I" Street

- (c) Public hearing on the request of the City of Hastings Development Services Department to amend City Code Sections 34-103, 34-200, 34-403 and 34-404 to add language for a Temporary Use Permit and amend Uses and Districts Table to include restaurants, mobile vendors, temporary structures, recreational and temporary recreational vehicles

Ordinance No. 4674 amending City Code Sections 34-103, 34-200, 34-403 and 34-404 to provide for a Temporary Use Permit and to alter the Uses and Districts Table

4. General Business.

- (a) Approval of claim of Eldon's Automotive Repair in the amount of \$3,876.20 (City)
- (b) Approval of Agreement for the purchase of Landfill Wheel Loader with Grapple Fork
- (c) Approval of Agreement for CH 2021-10 FC-06 Parkview Cemetery Paving, Phases II and III

- (d) Approval of a new logo for the City of Hastings for use during 2022 honoring the City's 150th Anniversary
- (e) Approval of the request for Community Development Block Grant Project 18-ED-003 (SHABRI, LLC Project) to extend the project period of six months to June 20, 2022
- (f) Approval of Agreement for CH 2021-09 FC-03 Fire Station No. 1 Sprinkler System and Remodel
- (g) Approval of plans and specifications and authorization to advertise for bids for Project CH 2021-12 FC-13 16th Street Viaduct Demolition
- (h) Approval of a City of Hastings Business Usage of Cell Phone Policy
- (i) Approval of the International Association of Firefighters Local 675 Collective Bargaining Agreement for Fiscal Years 2021 through 2024
- (j) Approval of Fraternal Order of Police Lodge 9 Collective Bargaining Agreement for Fiscal Years 2021 through 2024
- (k) Approval of purchase of a GeoTab Go-9 Automatic Vehicle Locator system through Clevest, a subsidiary of Industrial and Financial Systems (IFS), for non-emergency City vehicles

5. Ordinances and Resolutions.

6. Final Passage of Ordinances.

7. Appointments.

8. Miscellaneous and Other Business.

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

ADJOURN:

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

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

Service Anniversaries

November 2021

Name	Dept	Assignment	Anniversary	Years
Sanchez, Fredrick L.	NDS	Dispatch Operator I	11/07/2021	5
Grzywa, Elizabeth A.	Library	Administrative Assistant II	11/28/2021	15
Pohlmeier, Jennica E.	EOC	Dispatcher	11/28/2021	5

CITY OF HASTINGS, NEBRASKA
MINUTES OF CITY COUNCIL REGULAR MEETING
Monday, October 25, 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 North Denver Avenue, on October 25, 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, Butch Eley, Ted Schroeder, Ginny Skutnik, Jeniffer Beahm. 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; Information Technology Director, Erik Nielsen.

The Mayor 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 October 25, 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, October 22, 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 accessible to members of the public.

COUNCIL COMMUNICATION:

None.

CITIZEN COMMUNICATIONS:

Speaking Against Car Wash: Steven Marvel, 1380 East 12th Street.

Spoke on Stop Sign item: Roger Coffman, 849 N. Burlington Ave.; Tim Leonard, 1900 N. Kansas Ave.

MAYOR'S COMMUNICATIONS:

Mayor Stutte thanked the Parks and Recreation Department and Community Foundation for the new playground equipment at Crosier Park.

CONSENT AGENDA:

1. All Consent Items.

Moved by Ginny Skutnik seconded by Matt Fong 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 October 11, 2021

(b) Approval of claims and payroll

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

(d) Approval of Work Order EL-184, replacement of nine existing decorative street light poles along 3rd Street from Lincoln Avenue to Denver

REGULAR AGENDA:

2. Unfinished Business of Preceding Meeting.

None.

3. Public Hearings.

None.

4. General Business.

(a) Moved by Matt Fong seconded by Ginny Skutnik to approve a request to extend the contract end date from November 20, 2021, to August 20, 2022, for CDBG Downtown Revitalization Project 19-DTR-103. Dave Ptak spoke on this item. This is a nine-month extension for the Dollar General building downtown. They have experienced supply chain issues with windows. The extension was a suggestion from South Central Economic Development District (SCEDD). 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) ORDINANCE NO. 4682 AMENDING THE ZONING DISTRICT MAP TO REZONE PROPERTY FROM "R-3, MULTIPLE FAMILY RESIDENTIAL DISTRICT" TO "C-O, COMMERCIAL OFFICE NON-RETAIL DISTRICT" FOR PROPERTY GENERALLY LOCATED BETWEEN WEST 13TH STREET AND HILL STREET, DIRECTLY WEST OF BURLINGTON AVENUE. *(Passed on first reading on October 11, 2021.)*

Moved by Chuck Rosenberg seconded by Ginny Skutnik to approve Ordinance No. 4682 and to amend the Official Zoning District Map on second reading. *(Passed on first reading on October 11, 2021.)*

Joint public hearings were held at the October 11, 2021 City Council meeting. The next item (Resolution 2021-52) cannot be approved until this item has final approval. Councilmember Beahm requested that the large canopy trees remain that are built into the plan. 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 suspend rules on Ordinance No. 4682 to amend the Official Zoning District Map and adopt on final reading. 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 Ginny Skutnik seconded by Butch Eley to approve Resolution No. 2021-52, a Conditional Use Permit (CUP) resolution for a carwash to be located at property which is generally found between 13th Street West & Hill Street, directly west of Burlington Avenue. *(Tabled from October 11, 2021 City Council Meeting.)* Subject to the following conditions:

1. There shall be compliance with any other applicable City, County, State or Federal regulations that shall apply.
2. The City Clerk shall forward to the register of deeds for recording an affidavit or such other instrument as may be deemed appropriate so as to provide notice to any person examining the real estate records of the existence of this conditional use permit. The recording costs incurred to comply with this section shall be paid by the applicant for the conditional use permit.
3. Applicant to provide more specific details for the accessible parking space as a van accessible space with building permit submittal (i.e., parking space dimensions, required aisle dimensions & curb ramps for entrance access).
4. The applicant will be responsible for working with the neighbor to the south of what is currently 1301 N Burlington Avenue to establish a private easement for the sewer line that services that property and will ensure that there is nothing built over this line other than impervious surface or landscaping.
5. Applicant to coordinate with NDOT and City Engineer any necessary work to Burlington right-of-way and provide Development Services a copy of the approved NDOT permit to reconstruct curbs across the driveways along Burlington.
6. The applicant will provide and get final approval from the Civil Engineer of a full drainage plan depicting in greater detail the detention cell in the southeast corner of this development that shall be submitted with the building permit.
7. Lighting on the west side of this structure will be required to be full cutoff even if the poles are less than 25' in height. This is in consideration of residential properties adjacent and west of this business. However, the applicant can work with the City Staff to incorporate ingress/egress lighting on the east side of the structure that meets requirements found in Table 305-11 once a more detailed lighting plan is received with building permit.

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 Shawn Hartmann seconded by Ginny Skutnik to approve Resolution 2021-54, Stop & Yield Sign Changes at 26th St & Osborne Dr East. Dave Ptak stated this was reviewed by Lee Vrooman and Adam Story and was discussed at length at the worksession last Monday night.

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.

Moved by Butch Eley seconded by Ginny Skutnik there being no further business to adjourn at 5:49 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, October 18, 2021

Pursuant to due call and notice thereof, a Worksession Meeting of the City Council of the City of Hastings, Nebraska was conducted at the Hastings Public Library, 314 North Denver Avenue, on October 18, 2021.

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

The following City Officials were present: City Administrator, David Ptak; City Attorney, Clint Schukei; City Clerk, Kimberly Jacobitz; Parks & Recreation, Jeff Hassenstab; Finance, Roger Nash; Utility, Kevin Johnson; Information Technology, Erik Nielsen; Development Services, Lisa Parnell-Rowe; Engineering, Lee Vrooman; Human Resources, Lori Hartman; Public Information, Amanda Scott; Museum, Teresa Kreutzer-Hodson; Environmental, Marty Stange.

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 the October 18, 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, October 15, 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.

Presentation on Hastings Southeast Project roundabout.

Mike Owen (Roadway Design Engineer), Mick Syslo (Incoming Roadway Design Engineer), John Thomas (Asst. Roadway Design Engineer), John Lyons (Roadway Designer), Wes Wahlgren (District 4 Engineer), and Jim Kindig (Highway Commissioner) were in attendance, representing the Nebraska Department of Transportation (NDOT).

Mike Owen presented the purpose and need for the Hastings Southeast Project. The project will replace failing pavement, modernize the highway, improve safety along the corridor, and reduce delays and congestion.

Project overview:

- 3-Lane (converted from 5-lane to 3-lane)
- 44' back of curb to back of curb (matches existing pavement width)
- Build new pavement and add two-way left turn lane
- Improve operations throughout the corridor
- Build sidewalk throughout the project corridor
- Build new storm sewer system
- Upgrade street lighting

NDOT's goal is to look at the project scope and find a way to get the project started. He explained the possibility of shrinking the project scope from a five-lane project, down to a three-lane section, with a center left turning lane. That would reduce right-of-way impacts along the project. They are looking at a standard signalized intersection or roundabout. With the change in scope, the project would reduce in cost by \$7 million, down to around \$31 million. Right-of-Way would be the largest savings.

Traffic volumes have been steady over the last several years along South Street. East J Street and Showboat Blvd have improved truck traffic flow, helping them to avoid the intown route. Pavement and modernization need still exists. Easements would be necessary for drainage. There would be right-of-way in the triangle area (Elm/South Street) that would need to be purchased.

John Thomas, stated at South Street and Elm Avenue, there could be a traditional, signalized intersection with turn lanes. The turn lanes would be based on traffic volume. A larger signalized intersection would accommodate the traffic demands and movements. An alternative for the intersection would be a roundabout to improve safety and efficiency. The roundabout would be equivalent to a roundabout near Pleasant Dale that is functioning well. Roundabouts provide lower maintenance costs, although the upfront cost is higher. Roundabouts overall decrease crashes and significantly decrease injury related crashes (right angle-damaging to passengers). They give the community the opportunity to enhance the area.

Councilmembers voiced concern about trains blocking the tracks, impacting vehicle flow through the roundabout. NDOT will look at the concern regarding train traffic. A hybrid roundabout was discussed. Mike Owen proposed that NDOT take more time to develop both concepts to a higher level and then come back to council with a better estimate of cost and difference in impact. NDOT will continue to develop the rest of the engineering plans and leave the intersection design for later, after further discussion.

Intersection improvements at Highway 6 and J Street were also discussed. There would be an offset right turn lane at Highway 6 and J Street, to improve safety by improving sight distance for vehicles entering Highway 6.

This is a state-funded, 'Build Nebraska' project. The expected schedule would be plan redesign, right-of-way process, then utilities relocated. The project was designated in 2012 to be funded by the state and city. Mike Owen estimated project construction start in 2025, with a two construction season completion. If the public has questions about design and right-of-way, please contact the Nebraska Department of Transportation.

Discussion of stop sign placement at the intersection of 26th Street and Osborne Drive East.

Lee Vrooman provided traffic counts at the T-intersection of 26th Street/Osborne Drive East. Osborne Drive East, going south and on 26th Street, are close to the same traffic counts at approximately 2,000 vehicles per day. Once you get south of 26th Street on Osborne Drive East, the traffic count goes down to approximately 600 vehicles per day. Both Police Chief Story and Lee Vrooman think that moving the stop sign from 26th Street to the northbound Osborne Drive East would work, as long as there would be a yield sign in place of the current stop sign. Traffic on 26th Street coming west would yield to traffic going south. The city needs to look at speed limits, since there has been additional development in the area.

Staff was asked to prepare a resolution for the next council meeting, to accomplish moving the stop sign and placing a yield sign at the intersection.

Moved by Shawn Hartmann seconded by Jeniffer Beahm to go into closed session for reason of negotiation and real estate at 6:01 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 Matt Fong seconded by Butch Eley 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 Matt Fong seconded by Shawn Hartmann, 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.

10/20/2021 PREPAIDS

Time: 10:46 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: 010.000 City administrator's office							
001-010.000-726.200	Telephone						
	WINDSTREAM	090212392	CITY TELEPHONE 10/4/21-11/4/21	0	10/06/2021	10/20/2021	0.42
	WINDSTREAM	090212392	CITY TELEPHONE 10/4/21-11/4/21	0	10/06/2021	10/20/2021	3.01
	WINDSTREAM	090212392	CITY TELEPHONE 10/4/21-11/4/21	0	10/06/2021	10/20/2021	1.34
							4.77
Total Dept. City administrator's office:							4.77
Dept: 030.000 City attorney							
001-030.000-726.200	Telephone						
	VERIZON WIRELESS	9890010310	9/7 TO 10/6 CELLPHONES	0	10/06/2021	10/20/2021	40.01
							40.01
Total Dept. City attorney:							40.01
Dept: 070.000 Other governmental accounts							
001-070.000-720.150	Contingency						
	GWOKS	20211020-084526	REDISTRICTING SERVICES	0	10/21/2021	10/20/2021	4,500.00
							4,500.00
Total Dept. Other governmental accounts:							4,500.00
Dept: 080.000 Development Services							
001-080.000-726.200	Telephone						
	VERIZON WIRELESS	9890010310	9/7 TO 10/6 CELLPHONES	0	10/06/2021	10/20/2021	412.17
							412.17
Total Dept. Development Services:							412.17
Dept: 120.000 Cemetery							
001-120.000-726.200	Telephone						
	CHARTER COMMUNICATIONS	0008425100921	SERVICE 10/9/21-11/8/21	0	10/09/2021	10/20/2021	91.35
	VERIZON WIRELESS	9890010310	9/7 TO 10/6 CELLPHONES	0	10/06/2021	10/20/2021	23.86
							115.21
Total Dept. Cemetery:							115.21
Dept: 130.000 Parks							
001-130.000-726.200	Telephone						
	VERIZON WIRELESS	9890010310	9/7 TO 10/6 CELLPHONES	0	10/06/2021	10/20/2021	88.74
	WINDSTREAM	090212392	CITY TELEPHONE 10/4/21-11/4/21	0	10/06/2021	10/20/2021	8.40
							97.14
Total Dept. Parks:							97.14
Dept: 145.000 Recreation programming							
001-145.000-720.331	Adult Act. Contra						
	BLUM/SARA//	REC05-04	UMPIRE 5 GAMES @ \$25/GAME	0	10/09/2021	10/20/2021	125.00
	COLWELL/QUENTIN//	REC19-24	UMPIRE 8 GAMES @ \$25/GAME	0	10/09/2021	10/20/2021	200.00
	ENGBERG/SCOTT//	REC07-20	UMPIRE 2 GAMES @ \$25/GAME	0	10/09/2021	10/20/2021	50.00
	MASER/ADAM//	REC15-08	UMPIRE 3 GAMES @ \$25/GAME	0	10/09/2021	10/20/2021	75.00
							450.00
Total Dept. Recreation programming:							450.00
Dept: 150.000 Library							
001-150.000-726.200	Telephone						
	VERIZON WIRELESS	9890010310	9/7 TO 10/6 CELLPHONES	0	10/06/2021	10/20/2021	112.37
	WINDSTREAM	090212392	CITY TELEPHONE 10/4/21-11/4/21	0	10/06/2021	10/20/2021	63.16
							175.53
Total Dept. Library:							175.53

INVOICE APPROVAL LIST BY FUND REPORT

10/20/2021 PREPAIDS

Date: 10/21/2021

Time: 10:46 am

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City of Hastings

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Dept: 220.000 911 center							
001-220.000-726.200	Telephone						
	WINDSTREAM	090219386	PARKS/REC ALARM	0	10/06/2021	10/20/2021	98.50
	WINDSTREAM	090223888	LIBRARY ALARM	0	10/06/2021	10/20/2021	16.83
	WINDSTREAM	090223889	MUSEUM ALARM	0	10/06/2021	10/20/2021	16.83
	WINDSTREAM	090223890	ENGINEERING ALARM	0	10/06/2021	10/20/2021	16.83
	WINDSTREAM	090229723	LINCOLN PARK FIRE STATION	0	10/06/2021	10/20/2021	119.74
	WINDSTREAM	090212392	CITY TELEPHONE 10/4/21-11/4/21	0	10/06/2021	10/20/2021	1.70
	WINDSTREAM	090212392	CITY TELEPHONE 10/4/21-11/4/21	0	10/06/2021	10/20/2021	4,655.14
							4,925.57
Total Dept. 911 center:							4,925.57
Dept: 230.000 Hastings Fire & Rescue							
001-230.000-726.200	Telephone						
	VERIZON WIRELESS	9890010310	9/7 TO 10/6 CELLPHONES	0	10/06/2021	10/20/2021	520.13
	VERIZON WIRELESS	9890010310	9/7 TO 10/6 CELLPHONES	0	10/06/2021	10/20/2021	485.17
	WINDSTREAM	090212392	CITY TELEPHONE 10/4/21-11/4/21	0	10/06/2021	10/20/2021	7.69
							1,012.99
Total Dept. Hastings Fire & Rescue:							1,012.99
Dept: 230.300 Ambulance Service							
001-230.300-726.200	Telephone						
	VERIZON WIRELESS	9890010310	9/7 TO 10/6 CELLPHONES	0	10/06/2021	10/20/2021	200.05
	VERIZON WIRELESS	9890010310	9/7 TO 10/6 CELLPHONES	0	10/06/2021	10/20/2021	437.22
							637.27
Total Dept. Ambulance Service:							637.27
Dept: 240.000 Police							
001-240.000-726.200	Telephone						
	VERIZON WIRELESS	9890440935	MONTHLY CHARGES	0	10/10/2021	10/20/2021	962.58
	WINDSTREAM	090212392	CITY TELEPHONE 10/4/21-11/4/21	0	10/06/2021	10/20/2021	59.95
							1,022.53
001-240.000-727.400	R & M Communic						
	VERIZON WIRELESS	9890440935	MONTHLY CHARGES	0	10/10/2021	10/20/2021	720.16
							720.16
Total Dept. Police:							1,742.69
Dept: 620.000 Airport							
001-620.000-726.200	Telephone						
	VERIZON WIRELESS	9890010310	9/7 TO 10/6 CELLPHONES	0	10/06/2021	10/20/2021	41.02
	WINDSTREAM	090937657	SERVICE 10/7/21-11/6/21	0	10/11/2021	10/20/2021	38.71
							79.73
Total Dept. Airport:							79.73
Total Fund GENERAL FUND:							14,193.08
Fund: 090 I.T. FUND							
Dept: 000.000							
090-000.000-726.200	Telephone						
	VERIZON WIRELESS	9890010310	9/7 TO 10/6 CELLPHONES	0	10/06/2021	10/20/2021	40.01
							40.01
Total Dept. 000000:							40.01
Total Fund I.T. FUND:							40.01

Fund: 120 COMMUNITY DEVELOPMEN

INVOICE APPROVAL LIST BY FUND REPORT

10/20/2021 PREPAIDS

Date: 10/21/2021

Time: 10:46 am

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City of Hastings

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Dept: 420.315 Downtown Revitalization							
120-420.315-720.302	Administration						
	SOUTH CENTRAL ECONOMIC D	1233	CDBG 17-DTR-105 GRANT ADMIN	0	08/10/2021	10/20/2021	3,500.00
							3,500.00
Total Dept. Downtown Revitalization Grt:							3,500.00
UNITY DEVELOPMENT FUND:							3,500.00
Fund: 158 WIRELESS E911 FUND							
Dept: 220.000 911 center							
158-220.000-743.400	Communication E						
	WINDSTREAM	090013968	MONTHLY BILL	0	10/05/2021	10/20/2021	1,390.79
	WINDSTREAM	090239051	MONTHLY BILL	0	10/06/2021	10/20/2021	93.12
	WINDSTREAM	090229718	MONTHLY BILL	0	10/06/2021	10/20/2021	131.59
	WINDSTREAM	090229721	MONTHLY BILL	0	10/06/2021	10/20/2021	95.92
							1,711.42
Total Dept. 911 center:							1,711.42
I Fund WIRELESS E911 FUND:							1,711.42
Fund: 159 LANDLINE E911 FUND							
Dept: 220.000 911 center							
159-220.000-743.400	Communication E						
	WINDSTREAM	090013968	MONTHLY BILL	0	10/05/2021	10/20/2021	305.30
	WINDSTREAM	090239051	MONTHLY BILL	0	10/06/2021	10/20/2021	20.44
	WINDSTREAM	090229718	MONTHLY BILL	0	10/06/2021	10/20/2021	28.89
	WINDSTREAM	090229721	MONTHLY BILL	0	10/06/2021	10/20/2021	21.06
							375.69
Total Dept. 911 center:							375.69
I Fund LANDLINE E911 FUND:							375.69
Fund: 170 MUSEUM FUND							
Dept: 170.100 Museum administration							
170-170.100-726.200	Telephone						
	WINDSTREAM	090212392	CITY TELEPHONE 10/4/21-11/4/21	0	10/06/2021	10/20/2021	62.67
							62.67
Total Dept. Museum administration:							62.67
Total Fund MUSEUM FUND:							62.67
Fund: 180 STREET FUND							
Dept: 000.000							
180-000.000-726.200	Telephone						
	VERIZON WIRELESS	9890010310	9/7 TO 10/6 CELLPHONES	0	10/06/2021	10/20/2021	243.17
	VERIZON WIRELESS	9890010310	9/7 TO 10/6 CELLPHONES	0	10/06/2021	10/20/2021	105.90
	WINDSTREAM	090212392	CITY TELEPHONE 10/4/21-11/4/21	0	10/06/2021	10/20/2021	0.39
							349.46
Total Dept. 000000:							349.46
Total Fund STREET FUND:							349.46
Fund: 190 KENO BETTERMENT FUND							
Dept: 000.000							
190-000.000-729.102	State Lottery Tax						
	NE DEPT.OF REVENUE *2	Q3 2021	3RD QUARTER 2021 KENO TAXES	0	10/13/2021	10/20/2021	12,817.34

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							12,817.34
Total Dept. 000000:							12,817.34
d KENO BETTERMENT FUND:							12,817.34
Fund: 610 LANDFILL FUND							
Dept: 000.000							
610-000.000-726.200 Telephone							
	VERIZON WIRELESS	9890010310	9/7 TO 10/6 CELLPHONES	0	10/06/2021	10/20/2021	40.01
	WINDSTREAM	090231819	SERVICE 10/4/21-11/3/21	0	10/06/2021	10/20/2021	196.04
	WINDSTREAM	090212392	CITY TELEPHONE 10/4/21-11/4/21	0	10/06/2021	10/20/2021	1.46
							237.51
Total Dept. 000000:							237.51
Total Fund LANDFILL FUND:							237.51
Grand Total:							33,287.18

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 001 GENERAL FUND							
Dept: 010.000 City administrator's office							
001-010.000-727.200	R & M Buildings						
	PRESTO-X	3981576	OCT PEST CONTROL	0	10/12/2021	11/08/2021	62.00
	SPRING FRESH CLEANING SVC	3760	CLEANING SERVICES CITY HALL	0	10/07/2021	11/08/2021	240.00
							302.00
001-010.000-729.050	Dues & Subscrip						
	INT'L.INSTITUTE OF MUNICIPAL	27769	MEMBERSHIP/JACOBITZ 2022	0	09/21/2021	11/08/2021	215.00
	NE CITY MANAGEMENT ASSOC	44	NCMA MEMBERSHIP FOR	0	10/21/2021	11/08/2021	100.00
							315.00
001-010.000-730.050	Office Supplies						
	BUSINESS WORLD PRODUCTS	023029	POSTIT NOTES	0	10/21/2021	11/08/2021	10.74
	BUSINESS WORLD PRODUCTS	659229	STAPLE REMOVER	0	10/21/2021	11/08/2021	3.07
	PRINTING SYSTEMS, INC.	220560	AP LASER CHECKS 1500	0	10/12/2021	11/08/2021	209.43
							223.24
Total Dept. City administrator's office:							840.24
Dept: 020.000 Human Resources							
001-020.000-720.300	Professional Ser						
	HASTINGS TRIBUNE	300120621	ADVERTISING PAYROLL CLERK	0	09/29/2021	11/08/2021	142.35
							142.35
001-020.000-720.350	Training & Confe						
	CENTRAL COMMUNITY COLLEC	001842025	LEADERSHIP DEVELOP CLASS	0	10/15/2021	11/08/2021	700.00
							700.00
001-020.000-720.355	Employee Progr						
	ALPHA CARD	SO213448640	SUPPLIES FOR BADGE MACHINE	0	10/05/2021	11/08/2021	1,721.50
							1,721.50
001-020.000-730.050	Office Supplies						
	BUSINESS WORLD PRODUCTS	023013	OFFICE SUPPLIES - NOTE PADS	0	10/07/2021	11/08/2021	110.38
	BUSINESS WORLD PRODUCTS	023013	GEL PENS ON BACK ORDER	0	10/08/2021	11/08/2021	-37.72
	BUSINESS WORLD PRODUCTS	658995	SUPPLIES - GEL PENS	0	10/19/2021	11/08/2021	37.72
							110.38
Total Dept. Human Resources:							2,674.23
Dept: 070.000 Other governmental acc							
001-070.000-720.300	Professional Ser						
	IDEA BANK MARKETING	INV-12443	WEB UPDATES	0	09/30/2021	11/08/2021	325.00
	IDEA BANK MARKETING	INV-12444	LIBRARY DEPT	0	09/30/2021	11/08/2021	312.50
							637.50
001-070.000-720.307	ELSA Translator						
	REAL TIME TRANSLATION, INC.	115752	474 MIN AUG 16-SEPT 30 2021	0	10/07/2021	11/08/2021	711.00
	REAL TIME TRANSLATION, INC.	115779	ANNUAL LICENSING FEE	0	10/12/2021	11/08/2021	199.00
							910.00
001-070.000-720.470	Disability Insuran						
	MUTUAL OF OMAHA	G000AZN9	DIV 1 (NONUTIL) LONGTERMDISA	0	11/01/2021	11/08/2021	3,809.68
							3,809.68
001-070.000-729.211	Adams Co. Emer						
	ADAMS COUNTY CLERK	Q3 2021	EMERGENCY MGMT 7/1/21-9/30/21	0	10/18/2021	11/08/2021	10,917.39
							10,917.39
001-070.000-741.200	Building Improve						
	PINE PATCH TREE FARM	34	TREE PLANTING/ROAD RESURFA	0	10/17/2021	11/08/2021	3,475.00
							3,475.00

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Total Dept. Other governmental accounts:							19,749.57
Dept: 080.000 Development Services							
001-080.000-727.800	R & M Vehicles						
	FILL-N-CHILL	032679	CAR WASH	0	09/30/2021	11/08/2021	6.00
							6.00
Total Dept. Development Services:							6.00
Dept: 110.000 Auditorium							
001-110.000-726.200	Telephone						
	CHARTER COMMUNICATIONS	0029348101821	INTERNET 10/18/21-11/17/21	0	10/18/2021	11/08/2021	101.49
							101.49
001-110.000-727.200	R & M Buildings						
	WILLIAMS EXTERMINATING, INC	54785	EXTERMINATING/OCT	0	10/12/2021	11/08/2021	46.00
							46.00
Total Dept. Auditorium:							147.49
Dept: 120.000 Cemetery							
001-120.000-727.200	R & M Buildings						
	BIG G ACE	683866/1	MISC SUPPLIES	0	10/06/2021	11/08/2021	68.05
	BIG G ACE	684645/1	MEASURING TAPE, CLEANER,	0	10/19/2021	11/08/2021	118.96
	CONSOLIDATED CONCRETE CO	271069	DIESEL PAD	0	09/24/2021	11/08/2021	658.38
	KELLY SUPPLY COMPANY	S15107036-0	CAM ADAPTER, WRENCH	0	10/20/2021	11/08/2021	56.01
	MALOUF JR AND ASSOCIATES	IN-35451	TRASH BAGS	0	10/11/2021	11/08/2021	183.42
							1,084.82
001-120.000-727.500	R & M Heavy Ma						
	HASTINGS OUTDOOR POWER L	34474	CULTIVATOR ATTACHMENT	0	10/06/2021	11/08/2021	190.00
	HASTINGS OUTDOOR POWER L	34477	DECK LIFT	0	10/06/2021	11/08/2021	750.00
	LANDMARK IMPLEMENT INC.	11178406	GATOR PART	0	10/08/2021	11/08/2021	12.22
	MIDWEST TURF & IRRIGATION	3880897-00	TORO PARTS	0	10/06/2021	11/08/2021	1,066.84
	MIDWEST TURF & IRRIGATION	3880897-01	TORO PARTS	0	10/12/2021	11/08/2021	44.71
	N A P A AUTO PARTS	062829	FILTERS	0	10/13/2021	11/08/2021	119.33
	N A P A AUTO PARTS	063582	BATTERY	0	10/15/2021	11/08/2021	54.18
	N A P A AUTO PARTS	064278	ADAPTER, FUEL TANK	0	10/19/2021	11/08/2021	26.94
	N A P A AUTO PARTS	064459	TOGGLE PARTS	0	10/20/2021	11/08/2021	40.16
							2,304.38
001-120.000-727.800	R & M Vehicles						
	US BANK	AMAZON	SAFETY LIGHTS	0	10/11/2021	11/08/2021	419.10
							419.10
001-120.000-729.150	Other Operating						
	KELLY SUPPLY COMPANY	S15106912-0	CAM FITTINGS	0	10/08/2021	11/08/2021	50.28
	SPEIDELL MONUMENTS, INC.	4560	MOVE MARKER	0	07/14/2021	11/08/2021	300.00
							350.28
001-120.000-731.250	Fuel & Oil						
	KELLY SUPPLY COMPANY	S15107017-0	FUEL TANK PARTS	0	10/19/2021	11/08/2021	246.08
							246.08
001-120.000-737.100	Landscaping Sup						
	BIG G ACE	684010/1	HOSE, SPRINKLER, TIMER	0	10/08/2021	11/08/2021	71.36
	CENTRAL NE SOD SUPPLY	17944	SOD	0	10/07/2021	11/08/2021	208.00
	MENARDS	23467	SPRINKLER, HOSE	0	10/07/2021	11/08/2021	151.90
							431.26
001-120.000-737.200	Building Mainteni						
	MENARDS	23355	WALL MOUNT HOSE REEL, MISC	0	10/05/2021	11/08/2021	103.12
							103.12

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001-120.000-737.705	Shop Supplies						
	MALOUF JR AND ASSOCIATES	IN-35450	SHOP TOWELS	0	10/11/2021	11/08/2021	66.70
							66.70
001-120.000-742.420	Departmental Ca						
	HASTINGS OUTDOOR POWER L	34476	HUSTLER MOWER	0	10/06/2021	11/08/2021	13,166.55
							13,166.55
						Total Dept. Cemetery:	18,172.29
Dept: 130.000 Parks							
001-130.000-726.200	Telephone						
	VIAERO WIRELESS	14809	PARKS CELL 9/21/21-10/20/21	0	10/26/2021	11/08/2021	2.72
							2.72
001-130.000-727.200	R & M Buildings						
	BIG G ACE	683726/1	FASTENERS	0	10/04/2021	11/08/2021	4.27
	BIG G ACE	684233/1	POWER CORD BLOCK	0	10/13/2021	11/08/2021	11.84
							16.11
001-130.000-727.500	R & M Heavy Ma						
	NE TRUCK CENTER, INC.	HASIN185771	FUEL PUMP	0	10/18/2021	11/08/2021	306.88
							306.88
001-130.000-727.800	R & M Vehicles						
	N A P A AUTO PARTS	063195	ALTERNATOR, BELT, CORE	0	10/14/2021	11/08/2021	116.36
							116.36
001-130.000-729.150	Other Operating						
	HASTINGS PHYSICAL THERAPY	201749	NEW HIRE PHYSICAL & DRUG TEST	0	09/30/2021	11/08/2021	68.00
	S.O.S. PORTABLE TOILET INC.	46586	PORTABLE TOILET UNITS OCT	0	10/09/2021	11/08/2021	160.00
							228.00
001-130.000-731.400	Other Supplies						
	FLEET US LLC	SI111959	WHITE PAINT	0	10/20/2021	11/08/2021	676.05
	HASTINGS OUTDOOR POWER L	34554	PROTECTIVE GLOVES	0	10/13/2021	11/08/2021	480.00
							1,156.05
001-130.000-731.700	Wearing Apparel						
	MENARDS	23470	SAFETY VEST	0	10/07/2021	11/08/2021	87.90
							87.90
001-130.000-737.100	Landscaping Sup						
	CENTRA CHEMICAL SERVICES	50108	GRASS SEED	0	09/28/2021	11/08/2021	10,720.00
							10,720.00
001-130.000-737.200	Building Maintena						
	BIG G ACE	683781/1	INSECT KILLER	0	10/05/2021	11/08/2021	18.45
	MALOUF JR AND ASSOCIATES	IN-35429	PAPER TOWELS, DISPENSERS, S	0	10/15/2021	11/08/2021	1,009.27
	US BANK	AMAZON	DOGGIE WASTE BAGS	0	10/18/2021	11/08/2021	420.60
							1,448.32
001-130.000-737.705	Shop Supplies						
	BIG G ACE	683973/1	ROPE	0	10/08/2021	11/08/2021	21.32
	MENARDS	23733	SHOP SUPPLIES	0	10/14/2021	11/08/2021	196.35
							217.67
						Total Dept. Parks:	14,300.01
Dept: 140.000 Water Park							
001-140.000-726.200	Telephone						
	WINDSTREAM	090766033	SERVICE 10/19/21-11/18/21	0	10/21/2021	11/08/2021	56.65
							56.65
001-140.000-727.200	R & M Buildings						

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001-150.000-729.149	Processing Fees						
	BAKER & TAYLOR, INC.	2036221169	BOOKS, PROCESSING	0	10/05/2021	11/08/2021	101.90
	BAKER & TAYLOR, INC.	2036228445	BOOKS, PROCESSING	0	10/06/2021	11/08/2021	65.70
	MIDWEST TAPE	501120548	DVDS, PROCESSING	0	10/12/2021	11/08/2021	38.00
	MIDWEST TAPE	501120546	AUDIOBOOKS, PROCESSING	0	10/12/2021	11/08/2021	2.25
	MIDWEST TAPE	501160737	DVDS, PROCESSING	0	10/20/2021	11/08/2021	2.25
							210.10
001-150.000-730.050	Office Supplies						
	BUSINESS WORLD PRODUCTS	023022	CARDSTOCK	0	10/13/2021	11/08/2021	58.76
	DEMCO, INC.	7019104	LAMINATE	0	10/05/2021	11/08/2021	124.61
							183.37
001-150.000-730.056	Library Maker Sp						
	US BANK	AMAZON	MAKER SPACE SUPPLIES	0	10/08/2021	11/08/2021	76.68
	WAL-MART COMMUNITY	09639	PIXL SUPPLIES, TEEN PROGRAM	0	10/19/2021	11/08/2021	6.38
							83.06
001-150.000-730.110	Electronic Datab						
	INFO USA MARKETING, INC.	10003904521	REF SOLUTIONS ELECTRONIC	0	10/10/2021	11/08/2021	1,700.00
							1,700.00
001-150.000-730.115	Library Collector						
	ADVANTAGE COMPANIES	34141	ANNUAL MICROFILM SUBSCRIPTI	0	10/15/2021	11/08/2021	1,955.00
	BAKER & TAYLOR, INC.	2036232838	BOOKS	0	09/28/2021	11/08/2021	249.72
	BAKER & TAYLOR, INC.	5017280904	BOOKS	0	09/30/2021	11/08/2021	27.53
	BAKER & TAYLOR, INC.	2036221169	BOOKS, PROCESSING	0	10/05/2021	11/08/2021	406.75
	BAKER & TAYLOR, INC.	2036228445	BOOKS, PROCESSING	0	10/06/2021	11/08/2021	248.40
	BAKER & TAYLOR, INC.	2036248188	BOOKS	0	10/06/2021	11/08/2021	697.46
	BAKER & TAYLOR, INC.	5017290883	BOOKS	0	10/07/2021	11/08/2021	32.48
	BRODART CO	B6300775	BOOKS	0	10/18/2021	11/08/2021	50.57
	BRODART CO	B6300771	BOOKS	0	10/18/2021	11/08/2021	13.09
	GALE-CENGAGE LEARNING	75776512	BOOKS	0	09/17/2021	11/08/2021	25.59
	GALE-CENGAGE LEARNING	75827573	BOOKS	0	09/21/2021	11/08/2021	183.14
	GALE-CENGAGE LEARNING	75827859	BOOKS	0	09/21/2021	11/08/2021	36.75
	MIDWEST TAPE	501120548	DVDS, PROCESSING	0	10/12/2021	11/08/2021	257.89
	MIDWEST TAPE	501120546	AUDIOBOOKS, PROCESSING	0	10/12/2021	11/08/2021	39.99
	MIDWEST TAPE	501160737	DVDS, PROCESSING	0	10/20/2021	11/08/2021	26.24
	US BANK	AMAZON	BOOKS	0	10/14/2021	11/08/2021	21.58
	US BANK	AMAZON	BOOKS	0	10/16/2021	11/08/2021	18.98
	US BANK	AMAZON	BOOKS	0	10/13/2021	11/08/2021	6.03
	US BANK	AMAZON	BOOKS	0	10/12/2021	11/08/2021	21.93
	US BANK	AMAZON	EBOOK	0	10/19/2021	11/08/2021	9.59
	US BANK	AMAZON	EBOOK	0	10/18/2021	11/08/2021	5.34
	US BANK	AMAZON	BOOKS	0	10/20/2021	11/08/2021	55.54
							4,389.59
						Total Dept. Library:	7,553.92
Dept: 220.000 911 center							
001-220.000-726.200	Telephone						
	STATE OF NE - DAS STATE	1290292	STATE TELECOM - JULY 2021	0	10/21/2021	11/08/2021	1,109.06
							1,109.06
						Total Dept. 911 center:	1,109.06
Dept: 230.000 Hastings Fire & Rescue							
001-230.000-720.300	Professional Ser						
	HASTINGS PHYSICAL THERAPY	201749	NEW HIRE PHYSICAL & DRUG TE	0	09/30/2021	11/08/2021	340.00
							340.00
001-230.000-723.050	Advertising						
	HASTINGS TRIBUNE	300120478	ADVERTISING STA 1 REMODEL BI	0	09/21/2021	11/08/2021	72.43

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							72.43
001-230.000-726.200 Telephone	AT&T MOBILITY	287306347287X10022021	CELL SERVICE 8/25-9/24	0	09/24/2021	11/08/2021	52.26
							52.26
001-230.000-727.800 R & M Vehicles	AUTO GLASS EXPERTS LLC	41955	#57 WINDSHIELD REPAIR	0	10/12/2021	11/08/2021	40.00
	ELDON'S AUTOMOTIVE REPAIR	21913	#55 REPLACE TIRES	0	10/11/2021	11/08/2021	877.83
	ELDON'S AUTOMOTIVE REPAIR	21894	#54 FUEL SYSTEM REPAIR & GLO	0	10/15/2021	11/08/2021	2,998.37
	O'REILLY AUTO PARTS	0764-424602	#301 STEP LIGHT REPAIR	0	09/20/2021	11/08/2021	17.67
	O'REILLY AUTO PARTS	0764-428144	#301 STEP LIGHT REPAIR	0	10/11/2021	11/08/2021	-4.99
	TOWN AND COUNTRY SEAT CC	2021-17	#301 DRIVERS SEAT REPAIR	0	10/04/2021	11/08/2021	60.00
							3,988.88
001-230.000-730.100 Books & Maps	JONES & BARTLETT LEARNING	375741	FUND OF FF SKILLS & HAZMAT	0	09/28/2021	11/08/2021	120.67
							120.67
001-230.000-737.200 Building Maintena:	BIG G ACE	684351/1	BULBS	0	10/14/2021	11/08/2021	331.56
							331.56
001-230.000-737.705 Shop Supplies	BIG G ACE	684065/1	SCRAPERS	0	10/10/2021	11/08/2021	5.35
	BIG G ACE	684077/1	USB ADAPTER, FASTENERS	0	10/11/2021	11/08/2021	12.55
	O'REILLY AUTO PARTS	0764-427609	STAR BIT SET	0	10/08/2021	11/08/2021	16.99
							34.89
Total Dept. Hastings Fire & Rescue:							4,940.69
Dept: 230.300 Ambulance Service							
001-230.300-731.350 Medical Supplies	BOUND TREE MEDICAL LLC	84193083	MEDICAL SUPPLIES	0	09/01/2021	11/08/2021	645.79
	BOUND TREE MEDICAL LLC	70312282	RETURN MEDICAL SUPPLIES	0	09/15/2021	11/08/2021	-645.79
	BOUND TREE MEDICAL LLC	84247591	MEDICAL SUPPLIES	0	10/12/2021	11/08/2021	469.12
	BOUND TREE MEDICAL LLC	84247592	MEDICAL SUPPLIES	0	10/12/2021	11/08/2021	98.00
	CROSIER PARK PHARMACY	2147	DRUGS - KETAMINE	0	09/17/2021	11/08/2021	161.72
	MATHESON TRIGAS-LINWELD	0024373508	OXYGEN	0	10/11/2021	11/08/2021	94.05
	TELEFLEX LLC	9504561336	EZ-IO NEEDLE SET	0	10/11/2021	11/08/2021	677.50
							1,500.39
Total Dept. Ambulance Service:							1,500.39
Dept: 240.000 Police							
001-240.000-720.300 Professional Ser	CBS - REPORTING SERVICES	430490	2 MONTHLY MEMBERSHIPS	0	09/30/2021	11/08/2021	27.60
	CBS - REPORTING SERVICES	430490	2 MONTHLY MEMBERSHIPS	0	09/30/2021	11/08/2021	10.00
	ELECTRONIC SYSTEMS, INC.	32544	FIRE ALARM INSPECTION	0	09/30/2021	11/08/2021	95.00
	NE PUBLIC HEALTH ENVIRONM	544444	7 BAC TESTS	0	10/12/2021	11/08/2021	735.00
	S.O.S. PORTABLE TOILET INC.	46622	PORTABLE TOILET RENTAL	0	10/09/2021	11/08/2021	50.00
							917.60
001-240.000-720.350 Training & Confe	CONSOLIDATED MANAGEMENT	221285	13 MEALS 10/14/21-10/20/21	0	10/20/2021	11/08/2021	88.87
	CONSOLIDATED MANAGEMENT	221167	14 MEALS 9/30/21-10/6/21	0	10/06/2021	11/08/2021	102.16
	CONSOLIDATED MANAGEMENT	221235	11 MEALS, 10/7/21-10/13/21	0	10/13/2021	11/08/2021	76.19
	MENARDS	23750	PVC PIPES	0	10/14/2021	11/08/2021	168.78
	MENARDS	23784	RETURN UNUSED PVC PIPE	0	10/15/2021	11/08/2021	-31.84

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	US BANK	AMAZON	2 PKG CYALUME GLOW STICKS	0	10/07/2021	11/08/2021	221.02
	US BANK	AMAZON	CYALUME SNAPLIGHT GLOW STIK	0	10/21/2021	11/08/2021	31.99
	US BANK	PAYPAL IAPE	EVIDENCE MGMT CLASS	0	10/18/2021	11/08/2021	395.00
	US BANK	BROWN BLUE TRAIN	OFFICER INVOLVED SHOOTING	0	10/14/2021	11/08/2021	595.00
	US BANK	DOLAN CONSULTING	HONORING OUR DUTY TO	0	10/06/2021	11/08/2021	95.00
	US BANK	LANSKYS	MEAL - BELLEVUE - BARTELS	0	10/18/2021	11/08/2021	15.57
	US BANK	BWW	MEAL - BELLEVUE - BARTELS	0	10/18/2021	11/08/2021	12.25
	US BANK	HYVEE	3 MEALS - WEST POINT	0	09/24/2021	11/08/2021	35.68
	WAL-MART COMMUNITY	221915	8 BULBS, 4 FLASHLIGHTS	0	10/10/2021	11/08/2021	10.57
							1,816.24
001-240.000-721.050	Postage						
	US BANK	USPS	POSTAGE	0	10/19/2021	11/08/2021	7.38
							7.38
001-240.000-723.050	Advertising						
	HASTINGS TRIBUNE	300120613	ADVERTISING - POLICE OFFICER	0	09/29/2021	11/08/2021	158.10
							158.10
001-240.000-724.050	Printing						
	QUILL CORPORATION	19806743	COPY PAPER PAGE PROTECTOR	0	09/27/2021	11/08/2021	57.98
	QUILL CORPORATION	19841994	PRINTER TONER SHARPIE PENS	0	09/28/2021	11/08/2021	124.98
							182.96
001-240.000-726.200	Telephone						
	WINDSTREAM	090212727	TELEPHONE SERVICE	0	10/06/2021	11/08/2021	140.33
							140.33
001-240.000-727.206	Mowing Properties						
	VAREL/VINCENT H.//	SEPTEMBER	SEPTEMBER MOWING FEES	0	10/03/2021	11/08/2021	638.00
							638.00
001-240.000-727.800	R & M Vehicles						
	ACE AUTOMOTIVE, INC.	47309	OIL CHANGE #96	0	10/19/2021	11/08/2021	49.98
	ACE AUTOMOTIVE, INC.	47320	UPPER MODE DOOR ACTUATOR	0	10/20/2021	11/08/2021	315.75
	FILL-N-CHILL	32676	SEPT CARWASHES 20, STORE 2	0	09/30/2021	11/08/2021	120.00
	FILL-N-CHILL	32677	SEPT CARWASHES 29, STORE 5	0	09/30/2021	11/08/2021	174.00
	FILL-N-CHILL	32678	SEPT CARWASHES 13, STORE 6	0	09/30/2021	11/08/2021	78.00
	MENARDS	23788	PVC TEE, SHOP VAC	0	10/15/2021	11/08/2021	151.18
	US BANK	WALMART	VEHICLE CLEANING SUPPLIES	0	10/12/2021	11/08/2021	42.34
							931.25
001-240.000-729.204	Heartland Pet Care						
	HEARTLAND PET CONNECTION	NOV 2021	NOV PET CARE	0	11/01/2021	11/08/2021	4,333.33
							4,333.33
001-240.000-730.050	Office Supplies						
	QUILL CORPORATION	19806743	COPY PAPER PAGE PROTECTOR	0	09/27/2021	11/08/2021	238.60
	QUILL CORPORATION	19841994	PRINTER TONER SHARPIE PENS	0	09/28/2021	11/08/2021	45.00
							283.60
001-240.000-731.700	Wearing Apparel						
	JACK'S UNIFORMS & EQUIPMENT	97638A	24 EMBROIDERED NAME TAPES	0	10/14/2021	11/08/2021	181.99
	JACK'S UNIFORMS & EQUIPMENT	97371A	2 PR PANTS - MORSE	0	10/06/2021	11/08/2021	162.89
							344.88
001-240.000-737.200	Building Maintenance						
	ARAMARK UNIFORM SERVICES	1902162822	TOWELS, MATS, DUST MOPS	0	10/13/2021	11/08/2021	161.19
	BIG G ACE	684105/1	TOMCAT BAIT	0	10/11/2021	11/08/2021	26.99
	US BANK	AMAZON	2 STRAIN REDUCING SNOW SHO	0	10/05/2021	11/08/2021	58.80
	US BANK	AMAZON	1 SNOW PUSHER	0	10/05/2021	11/08/2021	72.74
	WAL-MART COMMUNITY	585912	4 LAUNDRY DETERGENT	0	10/06/2021	11/08/2021	31.88
							351.60

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001-240.000-738.055	Field Equipment						
	US BANK	MIDWAY USA	1 HOLOGRAPHIC WEAPON SIGHT	0	10/05/2021	11/08/2021	1,252.75
	US BANK	MIDWAY USA	3 MAGPUL MS4 SLINGS	0	10/05/2021	11/08/2021	180.60
	US BANK	AMAZON	10 HELIKO-TEX MEN RANGE LINE	0	10/07/2021	11/08/2021	259.90
	US BANK	AMAZON	1 STREAMLIGHT RAIL MOUNTED	0	10/05/2021	11/08/2021	163.49
	US BANK	ATLANCO LLC	RETURN 1 COMBAT SHIRT	0	10/11/2021	11/08/2021	-84.95
	US BANK	AMAZON	2 IMPRESS REMOTE SPEAKER MI	0	10/06/2021	11/08/2021	176.92
	US BANK	ULINE	4 BUCKETS NITRILE GLOVES	0	10/14/2021	11/08/2021	456.73
	US BANK	DUNHAMS	BRASS PUSH JAG, RIFLE ROD	0	10/07/2021	11/08/2021	11.53
	US BANK	PEPPERBALL	PEPPERBALL AMMO, POWDER	0	10/18/2021	11/08/2021	3,775.90
							6,192.87
Total Dept. Police:							16,298.14
Dept: 620.000 Airport							
001-620.000-727.200	R & M Buildings						
	GRACE'S LOCKSMITH SERVICE	64724	REMOVE & REPIN CYL	0	10/19/2021	11/08/2021	20.00
	RAYNOR GARAGE DOORS OF	33508	REPAIR HANGAR BIFOLD DOOR	0	10/07/2021	11/08/2021	7,825.00
							7,845.00
001-620.000-727.700	R & M Tools & M						
	BIG G ACE	684172/1	LUBE, BATTERIES, MISC FASTENI	0	10/12/2021	11/08/2021	27.68
							27.68
001-620.000-730.050	Office Supplies						
	US BANK	AMAZON	DOOR SIGNS - ENGRAVED	0	10/20/2021	11/08/2021	32.94
							32.94
001-620.000-737.705	Shop Supplies						
	ARAMARK UNIFORM SERVICES	1902161036	MAT/COVERALLS	0	10/11/2021	11/08/2021	26.01
							26.01
001-620.000-741.200	Building Improve						
	K&G PLUMBING AND HEATING,	21-1371	INSTALL NEW 1" WATER LINE INT	0	10/21/2021	11/08/2021	5,000.00
							5,000.00
Total Dept. Airport:							12,931.63
Total Fund GENERAL FUND:							101,365.02
Fund: 090 I.T. FUND							
Dept: 000.000							
090-000.000-720.350	Training & Confe						
	US BANK	SHERATON DES MOINES	LODGING - TAC10 CONFERENCE	0	10/15/2021	11/08/2021	119.28
	US BANK	MCDONALDS	MEAL - TAC10 CONF - DUSTYN	0	10/21/2021	11/08/2021	9.83
	US BANK	GIT N GO	FUEL - TAC10 CONF - DUSTYN	0	10/21/2021	11/08/2021	39.78
							168.89
090-000.000-730.050	Office Supplies						
	US BANK	AMAZON	COMPRESSED AIR FOR IT	0	10/12/2021	11/08/2021	26.39
	US BANK	AMAZON	LABEL TAPE, BATTERIES, CLEANI	0	10/12/2021	11/08/2021	89.58
							115.97
090-000.000-737.215	Computer Softwa						
	BOLD TECHNOLOGIES LTD	28273	MANITOUNEO SOFTWARE SUPPC	0	11/01/2021	11/08/2021	1,800.00
	D L T SOLUTIONS, INC.	5004139A	AUTOCAD ANNUAL RENEWAL	0	10/11/2021	11/08/2021	9,941.78
	US BANK	WHEN TO WORK	SCHEDULING SW RENEWAL 1 YR	0	10/12/2021	11/08/2021	200.00
	US BANK	DIGICERT	CERT RENEWAL FOR HASTINGS I	0	10/11/2021	11/08/2021	788.00
	US BANK	M365	OFFICE365 - G5 ADJ/REDUCT ON	0	10/18/2021	11/08/2021	-205.98
	US BANK	MICROSOFT	OFFICE365 - G3 MONTHLY INVOIC	0	10/18/2021	11/08/2021	1,353.00
							13,876.80
090-000.000-737.216	Computer Softwa						

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	US BANK	M365	OFFICE365 - G5 ADJ/REDUCT ON	0	10/18/2021	11/08/2021	-168.52
	US BANK	MICROSOFT	OFFICE365 - G3 MONTHLY INVOIC	0	10/18/2021	11/08/2021	1,107.00
							938.48
090-000.000-743.550	Computer Equipr						
	ENVISION IT	33627	DOMAIN CONSOLIDATION/M365	0	10/15/2021	11/08/2021	408.38
							408.38
090-000.000-743.551	Computer Equipr						
	ENVISION IT	33627	DOMAIN CONSOLIDATION/M365	0	10/15/2021	11/08/2021	334.12
	US BANK	AMAZON	PATCH PANEL FOR UTILITIES ND	0	10/08/2021	11/08/2021	42.12
							376.24
Total Dept. 000000:							15,884.76
Total Fund I.T. FUND:							15,884.76

Fund: 111 1999 BUSINESS IMPROVEM**Dept: 000.000**

111-000.000-720.025	Administrative Ex						
	US BANK	ADOBE	ACROBAT PRO DC 10/21	0	10/06/2021	11/08/2021	32.08
							32.08
111-000.000-720.300	Professional Ser						
	R A C INVESTMENTS	NOV 2021	NOV DIRECTOR SALARY	0	11/01/2021	11/08/2021	1,833.33
							1,833.33
111-000.000-723.110	Public Improvem						
	US BANK	ULINE	SIGNS, RECEPTACLES, DISPENSE	0	10/07/2021	11/08/2021	912.02
							912.02
111-000.000-728.100	Rent						
	COMMUNITY REDEVELOPMENT	NOV 2021	NOV RENT	0	11/01/2021	11/08/2021	225.00
							225.00
Total Dept. 000000:							3,002.43
SINISS IMPROVEMENT DIST:							3,002.43

Fund: 130 LIBRARY GRANT FUND**Dept: 000.000**

130-000.000-720.357	Library Programs						
	RUSS'S MARKET	10800	PROGRAM SNACKS	0	10/01/2021	11/08/2021	21.40
	RUSS'S MARKET	10950	PROGRAM SNACKS	0	10/11/2021	11/08/2021	8.17
	US BANK	AMAZON	COSTUME CELEBRATION OF LIGH	0	10/15/2021	11/08/2021	42.82
	US BANK	ODYSSEY	FALL SHOWCASE PRIZE	0	10/13/2021	11/08/2021	50.00
	US BANK	AMAZON	PROGRAM SUPPLIES	0	10/08/2021	11/08/2021	36.65
	WAL-MART COMMUNITY	5385	PROGRAM SUPPLIES RETURNS	0	10/12/2021	11/08/2021	-86.96
	WAL-MART COMMUNITY	09639	PIXL SUPPLIES, TEEN PROGRAM	0	10/19/2021	11/08/2021	40.80
							112.88
130-000.000-727.225	Grant Expenses						
	WAL-MART COMMUNITY	09639	PIXL SUPPLIES, TEEN PROGRAM	0	10/19/2021	11/08/2021	61.52
							61.52
Total Dept. 000000:							174.40
Fund LIBRARY GRANT FUND:							174.40

Fund: 136 PARKS/REC SALES TAX FU**Dept: 000.000**

136-000.000-742.300	Construction Imp						
	KULLY PIPE & STEEL SUPPLY	760720	CROSIER PARK PLAYGROUND IR	0	10/14/2021	11/08/2021	446.72

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	US BANK	BELSON OUTDOORS	CROSIER PARK PLAYGROUND	0	10/19/2021	11/08/2021	650.55
							1,097.27
							1,097.27
							1,097.27
							1,097.27
Fund: 147 CANDO FUND							
Dept: 000.000							
147-000.000-729.600	CANDO Project						
	WINDSTREAM	090212738	TELEPHONE SERVICE FOR CAND	0	10/06/2021	11/08/2021	72.42
							72.42
							72.42
							72.42
							72.42
Fund: 170 MUSEUM FUND							
Dept: 170.100 Museum administration							
170-170.100-720.350	Training & Confe						
	CENTRAL COMMUNITY COLLEC	001842025	LEADERSHIP DEVELOP SERIES	0	10/15/2021	11/08/2021	700.00
	US BANK	PAYPAL	EDU TRAINING	0	09/28/2021	11/08/2021	30.00
	US BANK	CORNELL CIVIC ECOLOGY	CONFERENCE - R. HOFF	0	10/06/2021	11/08/2021	60.00
	US BANK	CORNELL CIVIC ECOLOGY	CONFERENCE - K. KARR	0	10/06/2021	11/08/2021	60.00
	US BANK	CORNELL CIVIC ECOLOGY	CONFERENCE - M. LAW	0	10/06/2021	11/08/2021	60.00
	US BANK	KIDSANDDREAMS	TRAINING	0	10/08/2021	11/08/2021	62.50
							972.50
170-170.100-721.050	Postage						
	MUSEUM - PETTY CASH	USPS	POSTAGE DUE	0	10/07/2021	11/08/2021	0.67
	MUSEUM - PETTY CASH	USPS	PERMIT FEE	0	10/07/2021	11/08/2021	200.00
	MUSEUM - PETTY CASH	USPS	POSTAGE DUE	0	10/20/2021	11/08/2021	4.06
							204.73
170-170.100-723.050	Advertising						
	CHARTER MEDIA	INV-140222547	STTV ADVERTISING	0	09/26/2021	11/08/2021	500.00
	LAMAR COMPANIES/THE//	112929726	RENEWAL PANEL 1000	0	10/01/2021	11/08/2021	275.00
	PLATTE RIVER RADIO INC	55419-1	2021 HOLIDAY GEETINGS PACKA	0	10/19/2021	11/08/2021	300.00
	US BANK	FACEBOOK	SEPTEMBER ADS	0	09/30/2021	11/08/2021	571.64
	US BANK	ADOBE CREATIVE	CREATIVE CLOUD - MONTHLY	0	10/17/2021	11/08/2021	32.09
							1,678.73
170-170.100-726.050	Electricity						
	HASTINGS UTILITIES	02070930-00	MUSEUM UTILITIES	0	08/31/2021	11/08/2021	646.36
	HASTINGS UTILITIES	02070930-00	MUSEUM UTILITIES	0	08/31/2021	11/08/2021	-457.60
	HASTINGS UTILITIES	02070930-00	MUSEUM UTILITIES	0	08/31/2021	11/08/2021	12,458.79
							12,647.55
170-170.100-726.100	Natural Gas						
	HASTINGS UTILITIES	02070930-00	MUSEUM UTILITIES	0	08/31/2021	11/08/2021	74.01
							74.01
170-170.100-726.150	Sewer						
	HASTINGS UTILITIES	02070930-00	MUSEUM UTILITIES	0	08/31/2021	11/08/2021	67.52
							67.52
170-170.100-726.250	Water						
	HASTINGS UTILITIES	02070930-00	MUSEUM UTILITIES	0	08/31/2021	11/08/2021	701.16
							701.16
170-170.100-727.200	R & M Buildings						
	WILLIAMS EXTERMINATING, INC	54838	GENERAL SPRAY OUTSIDE BUIL	0	10/01/2021	11/08/2021	45.00
							45.00

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170-170.100-728.150	Film Royalty COSMIC PICTURE DISTRIB LLC	21-1845	THE ARCTIC GRAPHICS & PRINTII	0	10/15/2021	11/08/2021	89.53
							89.53
170-170.100-729.050	Dues & Subscrip TAM RETAIL	15767	ANNUAL SUBSCRIPTION TAM	0	10/21/2021	11/08/2021	2,249.60
							2,249.60
170-170.100-729.150	Other Operating AMAZON CAPITAL SERVICES	1DCM-1WRD-9DYC	DONATION BOX	0	10/14/2021	11/08/2021	29.99
							29.99
170-170.100-730.050	Office Supplies AMAZON CAPITAL SERVICES	19D9-GX47-MRMV	STICKY NOTES	0	10/13/2021	11/08/2021	13.88
							13.88
170-170.100-731.205	Concessions for MUSEUM - PETTY CASH	ALLEN'S	REIMBURSE TERRI - KOOL-AID	0	10/20/2021	11/08/2021	9.96
	MUSEUM - PETTY CASH	RUSS'S	REIMBURSE TERRI - KOOLAID	0	10/20/2021	11/08/2021	7.47
	PEPSI-COLA BOTTLING CO.	6100060623	CONCESSIONS	0	10/13/2021	11/08/2021	79.15
							96.58
170-170.100-731.408	Educational Expe AMAZON CAPITAL SERVICES	1DQR-Q3KH-7WXJ	NATURAL QUARTZ, CLAY	0	10/14/2021	11/08/2021	448.30
	US BANK	NATGEO	MONTHLY SUBSCRIPTION	0	10/15/2021	11/08/2021	2.99
							451.29
170-170.100-737.205	Electrical Supplie AMAZON CAPITAL SERVICES	1JMC-4Q9Q-PXJW	PROJECTOR LAMP	0	10/13/2021	11/08/2021	95.20
							95.20
170-170.100-737.210	Exhibit Supplies SHERWIN-WILLIAMS	4737-6	PAINT FOR EXHIBITS	0	10/11/2021	11/08/2021	41.78
							41.78
170-170.100-737.212	Event Expenses MUSEUM - PETTY CASH	RUSS'S	REIMBURSE CARLA - PREMIERE	0	10/07/2021	11/08/2021	10.58
							10.58
170-170.100-741.200	Building Improve ICON POLY	17244	KOOL-AID MAN STATUE	0	10/15/2021	11/08/2021	10,444.92
							10,444.92
Total Dept. Museum administration:							29,914.55
Total Fund MUSEUM FUND:							29,914.55
Fund: 180 STREET FUND							
Dept: 000.000							
180-000.000-727.200	R & M Buildings PEMC CO, LLC	2021-106	CATHODIC PROTECTION UPGRAI	0	10/17/2021	11/08/2021	3,909.10
							3,909.10
180-000.000-727.500	R & M Heavy Ma AUTO VALUE-HASTINGS	70NV066045	TRAILER PLUG END #40	0	10/08/2021	11/08/2021	11.57
	AUTO VALUE-HASTINGS	70NV066297	MINIATURE LAMPS	0	10/12/2021	11/08/2021	26.56
	AUTO VALUE-HASTINGS	70NV066533	SWITCH #62	0	10/15/2021	11/08/2021	8.89
	AUTO VALUE-HASTINGS	70NV066625	MINI HOLDER, CLAM SHELL #39	0	10/18/2021	11/08/2021	6.78
	AUTO VALUE-HASTINGS	70NV066742	NEW BATTERY S #18	0	10/19/2021	11/08/2021	258.90
	ELECTRIC PUMP	0893108-IN	SERVICE AGREEMENT TO REPAI	0	08/23/2021	11/08/2021	1,300.00

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	N A P A AUTO PARTS	061530	NEW STARTER #27	0	10/07/2021	11/08/2021	238.27
	N A P A AUTO PARTS	061633	CORE CREDIT	0	10/07/2021	11/08/2021	-49.39
	N A P A AUTO PARTS	061662	TIRE VALVE #14	0	10/07/2021	11/08/2021	9.42
	N A P A AUTO PARTS	061750	CABIN AIR FILTER #30	0	10/08/2021	11/08/2021	29.03
	N A P A AUTO PARTS	063258	WHEEL BEARING SETS, SEAL	0	10/14/2021	11/08/2021	86.29
	N A P A AUTO PARTS	064621	AIR FILTER, OIL FILTER #57	0	10/20/2021	11/08/2021	30.60
	NE MACHINERY CO.	INV479736	TRANSMISSION REPAIR #69	0	10/12/2021	11/08/2021	1,509.18
	THREE POINTS TIRE	26425	NEW TIRES #27	0	10/13/2021	11/08/2021	2,384.00
	UNIVERSAL HYDRAULICS, INC.	29042	DOUBLE SELECTOR VALVE #33	0	10/04/2021	11/08/2021	277.20
	UNIVERSAL HYDRAULICS, INC.	29043	RESEAL HYD CYLINDER #32	0	10/05/2021	11/08/2021	925.00
							7,052.30
180-000.000-727.800	R & M Vehicles						
	AUTO VALUE-HASTINGS	70NV066174	NEW BATTERY #445	0	10/11/2021	11/08/2021	102.74
	AUTO VALUE-HASTINGS	70CR007246	CORE CREDIT INV 70NV066174	0	10/11/2021	11/08/2021	-24.00
	N A P A AUTO PARTS	062938	MOTOR DOOR MOTOR 321	0	10/13/2021	11/08/2021	126.89
	N A P A AUTO PARTS	063864	AIR FILTER, TAILGATE HINGE	0	10/18/2021	11/08/2021	26.39
	N A P A AUTO PARTS	064464	AC CLIMATE CONTROL #21	0	10/21/2021	11/08/2021	204.58
	THREE POINTS TIRE	26389	FLAT REPAIR #68	0	10/06/2021	11/08/2021	22.00
	THREE POINTS TIRE	26472	FLAT REPAIR #7	0	10/20/2021	11/08/2021	22.00
							480.60
180-000.000-729.050	Dues & Subscrip						
	US BANK	CHARTER	CHARTER BILL - 2 MONTHS	0	10/04/2021	11/08/2021	237.46
							237.46
180-000.000-729.150	Other Operating						
	WPCI	S147227	DOT DRUG SCREEN	0	09/30/2021	11/08/2021	30.50
							30.50
180-000.000-730.050	Office Supplies						
	US BANK	ULINE	PLOTTER PAPER	0	10/21/2021	11/08/2021	100.11
	WAL-MART COMMUNITY	08862	CLOCK, TAPE, BINDER AND PAINT	0	10/13/2021	11/08/2021	81.86
							181.97
180-000.000-731.050	Asphalt & Cemer						
	BIG G ACE	683925/1	CONCRETE EDGER	0	10/07/2021	11/08/2021	7.89
	BIG G ACE	683685/1	ACE POSTHOLE DIGGER FOR	0	10/04/2021	11/08/2021	35.54
	J.I.L. ASPHALT PAVING CO.	210525	3.50 SPR TONS ASPHALT	0	10/08/2021	11/08/2021	217.00
	J.I.L. ASPHALT PAVING CO.	210518	2.07 SPR TONS ASPHALT	0	10/07/2021	11/08/2021	128.34
	J.I.L. ASPHALT PAVING CO.	210511	4.06 SPR-F TONS ASPHALT	0	10/06/2021	11/08/2021	251.72
	J.I.L. ASPHALT PAVING CO.	210503	6.11 SPR-F TONS ASPHALT	0	10/05/2021	11/08/2021	378.82
	J.I.L. ASPHALT PAVING CO.	210493	6.08 SPRFINE TONS ASPHALT	0	10/04/2021	11/08/2021	376.96
	J.I.L. ASPHALT PAVING CO.	210487	5.13 SPR-F TONS ASPHALT	0	09/27/2021	11/08/2021	318.06
	KULLY PIPE & STEEL SUPPLY	760393	5X5 ANGLE STEEL	0	10/08/2021	11/08/2021	71.17
	SMITH CONSTRUCTION CO./GA	03361	22.08 TONS OF ASPHALT	0	10/18/2021	11/08/2021	1,092.97
							2,878.47
180-000.000-731.250	Fuel & Oil						
	AUTO VALUE-HASTINGS	70NV065665	2 CYC OIL	0	10/02/2021	11/08/2021	71.52
	AUTO VALUE-HASTINGS	70NV065948	BRAKE CLEANER, SHOP TOWELS	0	10/07/2021	11/08/2021	150.96
	N A P A AUTO PARTS	062802	DEF	0	10/13/2021	11/08/2021	59.94
	NUTRIEN AG SOLUTIONS INC	46862208	11.79 GALS PROPANE	0	10/07/2021	11/08/2021	39.47
	SAPP BROS PETROLEUM INC	IN3619792	750 GALS #2 DIESEL	0	09/27/2021	11/08/2021	1,800.00
							2,121.89
180-000.000-731.400	Other Supplies						
	NE EYE CARE	R. UTTER	R UTTER PRESCRIPTION CHANGI	0	09/17/2021	11/08/2021	478.00
							478.00
180-000.000-731.600	Signs						
	BIG G ACE	684436/1	FASTENERS, WASHERS, BATTER	0	10/15/2021	11/08/2021	108.78
	MENARDS	23801	FLEX MAGNET, STRING CHALK,	0	10/15/2021	11/08/2021	72.89

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11/8/2021 VOUCHERS TO BE PAID

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							181.67
180-000.000-737.705	Shop Supplies						
	AUTO VALUE-HASTINGS	70NV065937	RAZOR BLADES	0	10/06/2021	11/08/2021	5.49
	AUTO VALUE-HASTINGS	70NV065948	BRAKE CLEANER, SHOP TOWELS	0	10/07/2021	11/08/2021	184.50
	AUTO VALUE-HASTINGS	70NV066038	HOSE CLAMPS	0	10/08/2021	11/08/2021	5.16
	N A P A AUTO PARTS	060941	HYD JACK OIL	0	10/05/2021	11/08/2021	9.49
	N A P A AUTO PARTS	062351	OIL DRAIN PAN	0	10/11/2021	11/08/2021	42.29
	N A P A AUTO PARTS	064464	AC CLIMATE CONTROL #21	0	10/21/2021	11/08/2021	37.42
	N A P A AUTO PARTS	064441	BLASTER GARAGE DOOR LUBE	0	10/20/2021	11/08/2021	22.47
							306.82
180-000.000-737.710	Welding Supplies						
	ISLAND SUPPLY WELDING CO.	252540	4.5" CUT OFF WHEELS	0	10/20/2021	11/08/2021	261.82
	MATHESON TRIGAS-LINWELD	0024401961	STRIKER FLINTS	0	10/18/2021	11/08/2021	3.59
							265.41
Total Dept. 000000:							18,124.19
Total Fund STREET FUND:							18,124.19
Fund: 366 BAN/STREET CONSTRUCTI							
Dept: 000.000							
366-000.000-742.533	16th Street Viaduct						
	OLSSON	401487	16TH ST VIADUCT DEMO	0	10/21/2021	11/08/2021	2,265.00
							2,265.00
Total Dept. 000000:							2,265.00
REET CONSTRUCTION FUND:							2,265.00
Fund: 610 LANDFILL FUND							
Dept: 000.000							
610-000.000-720.300	Professional Services						
	JEBRO, INC	245097	ANTIFREEZE COLLECTION/DISPO	0	09/30/2021	11/08/2021	25.00
	OLSSON	401221	2021 ANNUAL AIR REPORTING	0	10/20/2021	11/08/2021	1,769.74
							1,794.74
610-000.000-724.050	Printing						
	NORTHERN SAFETY CO., INC.	904569824	EYE PROTECTION REQUIRED SIG	0	10/06/2021	11/08/2021	38.40
							38.40
610-000.000-727.500	R & M Heavy Machinery						
	N A P A AUTO PARTS	061814	RETURN FILTERS	0	10/08/2021	11/08/2021	-14.58
	N A P A AUTO PARTS	062241	BATTERY #99	0	10/11/2021	11/08/2021	125.45
	N A P A AUTO PARTS	063253	#106 DUMP BED REMOTE CONTR	0	10/14/2021	11/08/2021	52.17
	NE MACHINERY CO.	INV481813	323 FL EXCAVATOR - PM3	0	10/19/2021	11/08/2021	1,224.70
	NE MACHINERY CO.	CUI1004001	D6-20 FUEL CAP	0	10/21/2021	11/08/2021	97.18
	NE MACHINERY CO.	CUI0999812	FILTERS	0	10/12/2021	11/08/2021	342.14
	NE MACHINERY CO.	CUI1000934	FILTER	0	10/14/2021	11/08/2021	125.45
	NE MACHINERY CO.	INV479743	LABOR TOP SIDE TRANS & FAULT	0	10/12/2021	11/08/2021	634.04
	POWER SCREENING, LLC	PSO005121-2	F-TOOTH HOLDER SCREW	0	10/18/2021	11/08/2021	388.36
	THREE POINTS TIRE	26426	#101 LR TIRE REPAIR	0	10/13/2021	11/08/2021	22.00
	US BANK	MY SAFETY SIGN	SIGNS	0	09/24/2021	11/08/2021	82.03
							3,078.94
610-000.000-730.050	Office Supplies						
	EAKES OFFICE SOLUTIONS	8349707-0	6 STENO NOTEBOOKS	0	10/13/2021	11/08/2021	15.30
	US BANK	WALMART	STICK VACUUM	0	09/27/2021	11/08/2021	37.78
	US BANK	WALMART	HEAD PHONE BATTERY	0	09/27/2021	11/08/2021	13.70
							66.78
610-000.000-731.250	Fuel & Oil						

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
	COOPERATIVE PRODUCERS IN	130305	CENEX MAXTRON SYN BULK	0	10/13/2021	11/08/2021	527.46
	SAPP BROS PETROLEUM INC	IN3635328	730 GAL #2 DYED DIESEL	0	10/11/2021	11/08/2021	1,825.00
	SAPP BROS PETROLEUM INC	IN3641157	767 GAL #2 DYED DIESEL	0	10/18/2021	11/08/2021	1,917.50
							4,269.96
610-000.000-731.700	Wearing Apparel						
	ARAMARK UNIFORM SERVICES	1902164775	MATS/COVERALLS	0	10/18/2021	11/08/2021	32.58
	ARAMARK UNIFORM SERVICES	1902161035	MATS/COVERALLS	0	10/11/2021	11/08/2021	33.45
							66.03
610-000.000-737.705	Shop Supplies						
	BIG G ACE	684406/1	GUTTER TOOL MATERIALS	0	10/15/2021	11/08/2021	32.85
							32.85
610-000.000-742.300	Construction Imp						
	BEN ENGEL CONSTRUCTION	CH 2021-06 FC10	CONCRETE DRIVE REPLACEMENT	0	10/23/2021	11/08/2021	62,004.21
	CARMICHAEL CONSTRUCTION	21018	ON-SITE MATERIALS LF STORAGE	0	10/07/2021	11/08/2021	61,491.60
							123,495.81
							Total Dept. 000000: 132,843.51
							Total Fund LANDFILL FUND: 132,843.51
Fund: 710 SELF INSURED HEALTH FUND							
Dept: 000.000							
710-000.000-720.440	Administrative Fee						
	OPTUM BANK	9510099512	HSA MONTHLY SERVICE FEE - SE	0	10/15/2021	11/08/2021	280.50
							280.50
710-000.000-720.480	Health Benefit Pr						
	MUTUAL OF OMAHA	G000AZN9	DIV 1 (NONUTIL) LIFE/AD&D/VOL	0	11/01/2021	11/08/2021	3,318.47
	MUTUAL OF OMAHA	G000AZN9	DIV 2 (UTILITY) LIFE/AD&D/VOL	0	11/01/2021	11/08/2021	3,274.17
	MUTUAL OF OMAHA	G000AZN9	DIV 2 (UTILITY) LONGTERMDISAB	0	11/01/2021	11/08/2021	4,987.63
							11,580.27
							Total Dept. 000000: 11,860.77
							ELF INSURED HEALTH FUND: 11,860.77
							Grand Total: 316,604.32

HASTINGS
UTILITIES

Printed: 11/1/2021 10:45

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Distribution Register by Check



From Check No.: 48088 To Check No.: 48199

Printed: 11/1/2021 10:45

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Check No	Supplier	Supplier Name	Invoice Number	Invoice Description	Invoice Amt	Charge Code	GL Amount
			14013	ROTATING ASSY	7,127.66	1 45461	7,127.66
			14019	REPLACEMENT PUMP	5,758.31	1 45461	5,758.31
					33,793.89		33,793.89
48111	19225	DELKEN PRESS	102221	PRINTED MATERIALS	294.25	1 69060	294.25
48112	19325	DELL MARKETING L.P.	10514545480	SCADA EQUIPMENT	31,545.03	2 75065	31,545.03
			10517033160	SCADA EQUIPMENT	42,162.47	2 29199	42,162.47
			10522305104	SCADA EQUIPMENT	71,630.15	2 29199	71,630.15
			10523890386	SCADA EQUIPMENT	37,694.51	2 29199	37,694.51
			10523890394	SCADA EQUIPMENT	39,265.26	2 29199	39,265.26
			10526757230	SCADA EQUIPMENT	11,551.34	2 29199	11,551.34
			10526757257	SCADA EQUIPMENT	11,583.05	2 29199	11,583.05
					245,431.81		245,431.81
48113	20650	DOWNEY DRILLING, INC	21-1541	REPAIR WELL	5,220.00	1 35072	5,220.00
48114	21125	DUGAN BUSINESS FORMS	86014	GENERAL OPERATING FUND CHECI	190.46	1 69210	190.46
48115	21375	DUTTON-LAINSON COMPANY	847701-2	LINEMAN'S KNIFE	512.09	2 21561	512.09
			848565-1	ANCHOR ROD	625.90	2 21561	625.90
			S23315-1	GUY GUARD	908.16	2 21561	908.16
			S23320-1	TRI MOUNT BRACKET	340.42	2 21561	340.42
					2,386.57		2,386.57
48116	24825	FASTENAL CO.	NEHAS172484	DRIVE CLAMPS	1,660.21	2 25125	1,660.21
			NEHAS172601	BATTERIES	485.53	1 61561	485.53
			NEHAS172602	BOLTS	310.43	1 61561	310.43
					2,456.17		2,456.17
48117	26055	FORCE EQUIPMENT COMPANY	5194	FILTERS	206.85	2 25140	206.85
48118	27360	GE POWER SERVICES	91226666	FREIGHT CHARGES	30.00	2 25124	30.00
48119	28975	G S I ENGINEERING LLC	72614	ENGINEERING SERVICES	450.00	1 60171	450.00
48120	30075	GRAINGER	9087089182	LOCK OUT TAG OUT	880.60	1 49270	880.60
			9087263456	LOCK OUT TAG OUT	963.26	1 49270	963.26
			9088040127	LOCK OUT TAG OUT	2,105.76	1 49270	2,105.76
			9096563219	INSULATING GLOVES	168.86	2 79275	168.86
					4,118.48		4,118.48
48121	30225	GRAPHIC CONTROLS LLC	1410929	GRAPHIC DISC CHART	88.21	2 21561	88.21
48122	30325	GRAYBAR ELECTRIC CO.	9323876710	GUY GRIPS	530.72	2 21561	530.72
			9324082245	EYE BOLTS	47.51	2 21561	47.51
					578.23		578.23
48123	30775	GROEBNER	113210-00	PIPE	11,137.30	1 61561	11,137.30
			212621-00	T-TAPE	400.40	1 61561	400.40
					11,537.70		11,537.70
48124	31325	H D R ENGINEERING INC.	1200383621	ENGINEERING SERVICES	8,151.51	1 40348	8,151.51
48125	31475	HACH COMPANY	12695000	CITRIC ACID RGT SOLN	228.34	2 25025	228.34
			12705941	SILICA REAGENT SETS	5,504.00	2 25025	5,504.00
					5,732.34		5,732.34
48126	32075	HARRIS COMPUTER SYSTEMS	XT00170850	TAX FORMS	246.21	1 69210	246.21
48127	32375	HASTINGS, CITY OF	1025 PPE 102921 1	FINANCE WAGES-OCT	34,901.86	1 69280	34,901.86
			1025 PPE 102921 2	FINANCE BENEFITS-OCT	6,771.48	1 69260	6,771.48
			1025 PPE 102921 3	HR WAGES-OCT	9,681.42	1 69203	9,681.42
			1025 PPE 102921 4	HR BENEFITS-OCT	1,563.76	1 69203	1,563.76
			1025 PPE 102921 5	PI WAGES-OCT	1,549.44	1 69200	1,549.44
			1025 PPE 102921 6	PI BENEFITS-OCT	253.26	1 69260	253.26
			1025 PPE 102921 7	IT WAGES & BENEFITS-OCT	26,358.50	1 19190	2,330.09
				IT WAGES & BENEFITS-OCT		1 39190	2,222.02
				IT WAGES & BENEFITS-OCT		1 49190	1,800.28
				IT WAGES & BENEFITS-OCT		1 69187	529.81
				IT WAGES & BENEFITS-OCT		1 69190	7,198.51
						1 619190	3,703.37
						2 29190	1,165.05
						2 29195	7,409.37
			1025 PPE 102921 8	PPGA WAGES-OCT	8,900.54	2 89201	8,900.54
			103121	IT EXPENSES-OCT	16,888.24	1 19190	2.79
				IT EXPENSES-OCT		1 19190	1,490.14
				IT EXPENSES-OCT		1 39190	2.66
				IT EXPENSES-OCT		1 39190	1,421.02
						1 49190	2.15
						1 49190	1,151.32
						1 69187	0.63
						1 69187	338.82

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						1 69190	8.60
						1 69190	4,603.57
						1 619190	4.42
						1 619190	2,368.37
						2 29190	1.39
						2 29190	745.07
						2 29195	8.86
						2 29195	4,738.43
			103121-1	HR EXPENSES-OCT	1,311.03	1 19203	163.22
				HR EXPENSES-OCT		1 39203	205.04
				HR EXPENSES-OCT		1 49203	173.06
				HR EXPENSES-OCT		2 29203	769.71
			10335	STREET OPENING	809.55	1 35570	264.80
				STREET OPENING		1 35570	544.75
					108,989.08		108,989.08
48128	32425	HASTINGS, CITY OF	110121	COMBINED BOND PAYMENT-NOV 2'	68,461.00	1 61322	68,461.00
48129	32525	HASTINGS, CITY OF		IN LIEU OF TAXES-NOV 21	252,000.00	1 14080	23,750.00
				IN LIEU OF TAXES-NOV 21		1 34080	36,750.00
				IN LIEU OF TAXES-NOV 21		1 44080	24,500.00
				IN LIEU OF TAXES-NOV 21		2 24080	167,000.00
					252,000.00		252,000.00
48130	32725	HASTINGS ECONOMIC DEVELOPM		2021 AGREEMENT-NOV 21	10,416.00	1 69230	10,416.00
48131	34135	HELMICK CORPORATION	H051B-29002	TUBE SHIELDS	15,518.55	2 25125	15,518.55
48132	35250	HOMETOWN LEASING	22796805 101321	COPIER LEASE	141.70	1 69187	141.70
48133	36225	HYDRAULIC EQUIPMENT SVC., INC	64010FS	REPLACE HOSES & CAT TRACK	12,708.20	2 21844	12,708.20
48134	36675	I B T, INC.	7915740	MISC999 - PRESSURE REGULATOR	201.13	2 25115	201.13
			7920742	ELEMENT FILTER	42.74	2 25125	42.74
					243.87		243.87
48135	39045	IRBY ELECTRICAL DISTRIBUTOR	S012637094.001	MACHINE BOLT	240.00	2 21561	240.00
			S012637094.002	UNISTRUT	860.00	2 21561	860.00
			S012658311.001	SEALING END CAP	61.00	2 21561	61.00
					1,161.00		1,161.00
48136	39475	J E O CONSULTING GROUP, INC.	128168	ENGINEERING SERVICES	1,800.00	1 45451	1,800.00
			128169	ENGINEERING SERVICES	860.00	2 20611	860.00
					2,660.00		2,660.00
48137	39670	JENSEN, LONDON	101221	MEAL - NOON SERVICE CALL	25.87	2 25940	25.87
48138	40875	K T HEATING & AIR COND. INC.	1110-57801	HVAC MAINTENANCE	271.31	2 25060	271.31
			1110-59725	REPLACE BYPASS HVAC UNITS	4,570.00	2 25700	4,570.00
					4,841.31		4,841.31
48139	42125	KOMLINE-SANDERSON	42051312	REPLACEMENT PARTS	25,090.04	1 45461	25,090.04
48140	42425	KRIZ-DAVIS COMPANY	922680039	DISTRIBUTION EQUIPMENT	5,060.19	1 60169	5,060.19
			922707850	DISTRIBUTION EQUIPMENT	216.38	1 60169	216.38
			922753333	LED LAMPS	2,493.37	1 69206	2,493.37
			922769832	DISTRIBUTION EQUIPMENT	174.77	1 60169	174.77
			922934537	SHOP LIGHTS	855.96	1 60169	855.96
			923006427	250 AMP ATS	4,797.93	1 60169	4,797.93
			923042432	BULKHEAD, ADAPTER	218.84	2 25820	218.84
			923059753	FIBERGLASS CROSS ARM	10,767.14	2 21561	10,767.14
			923080695	ENCLOSURES	2,200.43	1 40350	2,200.43
					26,785.01		26,785.01
48141	42650	KURITA AMERICA INC	INV634893	CARTRIDGE FILTERS	1,649.34	1 35074	1,649.34
48142	44325	LINWELD	24390825	MISC999-HYDROGEN	612.03	2 75055	612.03
			24391026	MISC999-HYDROGEN	841.82	2 75055	841.82
			24413857	MISC999- EPA GAS	339.25	2 25128	339.25
			24416344	MISC999- EPA GAS	339.25	2 25128	339.25
			24432571	HYDROGEN	1,182.02	2 75055	1,182.02
			24434441	SAFETY VESTS	661.80	1 61561	661.80
			24435079	TIP CLEANER	28.03	1 61561	28.03
			24435080	CUTTING WHEELS	1,848.96	1 61561	1,848.96
			24437017	NITROGEN	13.10	2 25020	13.10
			24442937	NITROGEN	65.46	2 25020	65.46
					5,931.72		5,931.72
48143	45240	MACQUEEN EQUIPMENT, LLC	P08067	GASKET	341.86	1 45021	341.86
48144	46422	MCCARTER & ENGLISH LLP	8409308	LEGAL SERVICES	1,555.00	1 19230	1,555.00
48145	49590	MILLER SEED CO.	52377	MAT - FIBER	1,869.29	1 61561	1,869.29

Distribution Register by Check



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From Check Date: 10/22/2021 - To Check Date: 11/01/2021

Check No	Supplier	Supplier Name	Invoice Number	Invoice Description	Invoice Amt	Charge Code	GL Amount
48146	50775	MOTION INDUSTRIES, INC.	NE05-398919	MISC999-LOTO LOCKS	477.68	2 75065	477.68
48147	50825	MOUNTAIN STATES PIPE & SUPPL	INV20655	UNIONS	216.34	1 61561	216.34
48148	51375	MUNICIPAL SUPPLY INC OF NEBR	0814879-IN	VALVE BOX TOP SECTIONS	2,786.28	1 61561	2,786.28
48149	52525	NATIONAL SAFETY COUNCIL	2137571 100421	2022 MEMBERSHIP DUES	736.00	1 69270	736.00
48150	54125	NEBRASKA MACHINERY CO.	INV482790	REPAIR CRANKCASE BREATHER	789.00	1 45460	789.00
48151	54475	NEBR. PUBLIC HEALTH ENV. LAB	544388 544465 545345	WATER TESTING WATER TESTING WATER TESTING	19.00 3,474.00 54.00	1 35079 1 35531 1 35079	19.00 3,474.00 54.00
					3,547.00		3,547.00
48152	56625	O'KEEFE ELEVATOR CO., INC.	1000385809 7000009653	ELEVATOR MAINTENANCE RESET RELAYS & DRIVE	218.48 1,253.75	2 25115 2 25115	218.48 1,253.75
					1,472.23		1,472.23
48153	56925	OMAHA VALVE & FITTING CO.	73790	MISC999-PLUG VALES	144.55	2 75115	144.55
48154	57175	O'REILLY AUTO PARTS	0764-428372	ABSORBENT, GLASS CLEANER	310.79	1 61561	310.79
48155	57825	P R DIAMOND PRODUCTS, INC.	0060131-IN	IRON BLADES	2,600.00	1 61561	2,600.00
48156	59925	POSTMASTER	102721	POSTAGE	5,525.00	1 69170	5,525.00
48157	61325	PROTEX CENTRAL INC	121898 122590 127804	SECURITY ALARM INSPECTION REMOTE ALARM MONITORING FIRE ALARM INSPECTIONS	85.00 384.00 699.00	1 69330 1 45460 2 25145	85.00 384.00 699.00
					1,168.00		1,168.00
48158	61425	PROVEN PRODUCTS, INC.	46980	HANDIFOAM	1,318.81	1 61561	1,318.81
48159	63725	RELCO FINANCE, INC.	62111HAS1	MISC999-LOCOMOTIVE LEASE	4,833.60	2 95015	4,833.60
48160	64775	RUNCIE'S CATERING	102821	MISC999-EMPLOYEE MEALS	239.68	2 79210	239.68
48161	65675	SALVATION ARMY	093021	SHARE SOME WARMTH COLL-SEPT	331.00	1 62328	331.00
48162	65825	SAPP BROTHERS PETROLEUM, IN	IN3636322	ANTIFREEZE	1,336.00	2 95126	1,336.00
48163	66275	SCHIMBERG CO.	8120531-00	MISC999-FLEX GASKET	147.82	2 25125	147.82
48164	66890	SECURITY FENCE INC	0001956	NEW FENCE @ NDS	5,625.00	1 69330	5,625.00
48165	67325	SERVI-TECH, INC.	H-981460 H-982499 H-982503 H-982516 H-982530 H-982531 H-982533 H-982548 H-982559 H-982586 H-982587 H-982593 H-982611	WATER TESTING WATER TESTING WATER TESTING WATER SERVICE WATER TESTING WATER TESTING WATER TESTING WATER TESTING WATER TESTING WATER TESTING WATER TESTING WATER TESTING WATER TESTING	162.81 162.72 162.81 94.86 87.36 42.24 162.81 117.60 162.81 42.24 176.74 162.81 180.48	1 45431 1 35079 1 45431 1 35079 1 35079 1 35531 1 45431 1 35079 1 45431 1 35531 1 35079 1 45431 1 30384	162.81 162.72 162.81 94.86 87.36 42.24 162.81 117.60 162.81 42.24 176.74 162.81 180.48
					1,718.29		1,718.29
48166	68915	SOUCIE FARMS	102921 INV0006	TRANSPORT BIOSOLIDS TRANSPORT BIOSOLIDS	4,080.00 4,349.52	1 45422 1 40348	4,080.00 4,349.52
					8,429.52		8,429.52
48167	69175	SOUTHERN POWER DISTRICT	4908002 102921	MAXON AVE POWER	208.10	1 45026	208.10
48168	69968	SUPREME CLEANING SERVICES	3763	OCT JANITORIAL SERVICES	5,495.52	1 69330	5,495.52
48169	71470	SUNBELT RENTALS	119243877-0001	MISC999-MINI SKIDSTEER RENTAL	258.14	2 95126	258.14
48170	73175	TEST AMERICA INC.	3100052798	WATER TESTING	195.00	2 25065	195.00
48171	73575	THOMSEN OIL CO	294933 294944 294964	DIESEL FUEL MISC999 - DIESEL FUEL MISC999-DIESEL FUEL	3,258.34 2,832.49 2,586.47	2 95015 2 95015 2 95015	3,258.34 2,832.49 2,586.47
					8,677.30		8,677.30
48172	75375	U S A BLUE BOOK	754435	MAGNETIC MANHOLE LIFTERS	850.35	1 35522	850.35
48173	77800	W P C I	0056224-IN	EMPLOYEE DRUG TEST YEARLY FE	100.00	1 69300	100.00

Distribution Register by Check



From Check No.: 48088 To Check No.: 48199

Printed: 11/1/2021 10:45

From Check Date: 10/22/2021 - To Check Date: 11/01/2021

Check No	Supplier	Supplier Name	Invoice Number	Invoice Description	Invoice Amt	Charge Code	GL Amount
48174	79125	WELLS FARGO BANK NEBRASKA	21090001024	EBOX FEES	1,552.97	1 69030	1,552.97
48175	79275	WESCO RECEIVABLES CORP	789136	WIRE	1,532.80	2 21561	1,532.80
48176	80075	WITTE ALAN SALES/SERVICE	14272	FILTER REPLACEMENT	2,911.42	1 69330	2,911.42
48177	80275	WOODWARD'S DISPOSAL SERVICE	9024-1955	OCT GARBAGE SERVICE	359.50	1 69030	25.00
				OCT GARBAGE SERVICE		1 69187	25.00
				OCT GARBAGE SERVICE		1 69210	25.00
				OCT GARBAGE SERVICE		1 69330	265.50
						2 25490	19.00
			9024-1956	OCT GARBAGE SERVICE	1,282.50	1 45421	1,282.50
			9024-1957	OCT GARBAGE SERVICE	288.50	2 75065	288.50
			9024-1958	OCT GARBAGE SERVICE	324.04	1 69206	145.00
				OCT GARBAGE SERVICE		2 25930	179.04
					2,254.54		2,254.54
48178	80525	YANT EQUIPMENT, INC.	L110264	REPAIR FUEL TANK INST	539.19	1 45460	539.19
			L110321	REPLACE DIESEL & GAS HOSES	559.63	1 69206	559.63
					1,098.82		1,098.82
48179	R6255	TAMMIE NOWKA	10212021	SOD REPLACEMENT	249.40	1 30377	249.40
48180	R6256	AUTUMN PARK APARTMENTS	10182021	REPAIR SPRINKLERS	81.56	2 20173	81.56
48181	R6257	DAVID H PTAK	102121	CUST INCENT-HEAT PUMP	300.00	2 29140	300.00
48182	R6258	THERESA C REID		CUST INCENT-HEAT PUMP	300.00	2 29140	300.00
48183	R6259	STEVEN R ELLEY		CUST INCENT-HEAT PUMP	800.00	2 29140	800.00
48184	R6260	JEFFREY KLUG		CUST INCENT-HEAT PUMP	300.00	2 29140	300.00
48185	R6261	KAYLEE M WITMER	02060365-30	CUSTOMER REFUND	284.87	1 61841	284.87
48186	R6262	BRYCE MALESKER	03120846-51	CUSTOMER REFUND	63.37	1 61841	63.37
48187	R6263	JACOB STUTZMAN	06210310-13	CUSTOMER REFUND	261.39	1 61841	261.39
48188	R6264	MARTHA MIRANDA	08321590-10	CUSTOMER REFUND	51.85	1 61841	51.85
48189	R6265	JOE J MELNICK	10371650-01	CUSTOMER REFUND	148.29	1 61841	148.29
48190	R6266	MIKAYLA ACHOR	10381052-29	CUSTOMER REFUND	195.12	1 61841	195.12
48191	R6267	ERIC ALCALA	10381950-27	CUSTOMER REFUND	4.35	1 61841	4.35
48192	R6268	JON DICKERSON	11440290-06	CUSTOMER REFUND	110.60	1 61841	110.60
48193	R6269	BRITTANY BENNETT	12451244-21	CUSTOMER REFUND	68.24	1 61841	68.24
48194	R6270	HEATHER ARNETT	13520442-28	CUSTOMER REFUND	102.74	1 61841	102.74
48195	R6271	SKYLER BALLOU	17662008-22	CUSTOMER REFUND	12.56	1 61841	12.56
48196	R6272	ROGER LEAVITT	20750578-07	CUSTOMER REFUND	87.00	1 61841	87.00
48197	R6273	KODY BOND	23860805-02	CUSTOMER REFUND	136.14	1 61841	136.14
48198	R6274	STATE OF NEBRASKA	43990001-00	CUSTOMER REFUND	150.00	1 61841	150.00
			43990001-00-1	CUSTOMER REFUND	700.00	1 61841	700.00
			43990001-00-2	CUSTOMER REFUND	380.00	1 61841	380.00
			43990001-00-3	CUSTOMER REFUND	700.00	1 61841	700.00
			43990001-00-4	CUSTOMER REFUND	218.97	1 61841	218.97
					2,148.97		2,148.97
48199	R6275	MARV WOODWARD	070921	REPAIR SPRINKLER SYSTEM	73.00	1 10350	73.00

Check Report Total 1,605,798.18

**HASTINGS
UTILITIES**

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Distribution Register by Check



ACH PAYMENTS

Printed: 11/1/2021 10:50

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Check No	Supplier	Supplier Name	Invoice Number	Invoice Description	Invoice Amt	Charge Code	GL Amount
			00203174 101121 C	MENARDS - INSERT PLUGS	9.95	1 35522	9.95
			00203174 101121 C	MENARDS - SEALING CALULKING	20.77	1 45021	20.77
			00203174 101121 C	MATHESON - GRIND, CUTOFF WHEI	47.36	1 35522	47.36
			00203174 101121 C	BIG G - UNDERG SPRINK HEAD	36.92	1 35580	36.92
			00203174 101121 C	KULY - MISC. STEEL PIPE FITTIN	9.39	1 35522	9.39
			00203174 101121 C	BIG G - MISC. FASTENERS	11.80	1 45021	11.80
			00203174 101121 1	NAPA - PX BLUE THREAD	27.80	1 35072	27.80
			00203174 101121 1	MENARDS - FIT, TUBING, TRAPS	18.13	1 35072	18.13
			00205411 101121 C	SAFETYSMARTGEAR - HATS, HOOD	1,111.88	2 29270	1,111.88
			00205411 101121 C	DUTTON - JUNCTION ENCLOSURE	881.42	2 20173	881.42
			00205411 101121 C	FASTENAL - CAB SLING, CLEVIS	194.55	2 25820	194.55
			00205411 101121 C	MENARDS - MEASURING WHEEL	74.87	2 25820	74.87
			00205411 101121 C	ORSCHLON - MACHINIST VISE	96.29	2 25820	96.29
			00205411 101121 C	AMAZON - ANCHOR SHACKLES	165.20	2 25820	165.20
			00208874 101121 C	SUNBELT RENTALS - PIPE ENDS	47.85	1 15750	47.85
			00208874 101121 C	ORSCHLON'S - CLEVIS	45.98	1 15750	45.98
			00208874 101121 C	BIG G ACE - TORCH HEAD	48.14	1 15750	48.14
			00208874 101121 C	MATHESON - CUT OFF WHEELS	51.77	1 15750	51.77
			00208874 101121 C	NAPA - SOCKET, ADAPTOR	37.42	1 15750	37.42
			00208874 101121 C	RHINO MARKING - LINE MARKERS	482.28	1 15731	482.28
			00208874 101121 C	GAS PROD - DRIVE GEAR BOX	653.02	1 15673	17.97
						1 15673	635.05
			00210046 101121 C	MENARDS - PVC COUPLING	17.95	2 20173	17.95
			00210046 101121 C	MENARDS - SPRINKLER BUB HEAD	5.98	1 15733	5.98
			00210046 101121 C	BASCOM TURNER - PUMP	117.65	1 15750	117.65
			02575052 101121 C	DUTTON LAINSON - PIPE RETURN	(34.67)	2 25135	(34.67)
			02575052 101121 C	ZORO - NUT DRIVER SET	8.31	2 25064	8.31
			02575052 101121 C	ZORO - CPVC BALL VALVE	51.35	2 25135	51.35
			02575052 101121 C	NAPA - FILT, FUEL TREAT, WRENCH	172.64	2 25064	20.04
						2 25135	119.67
						2 25530	32.93
			02575052 101121 C	LINWELD - WELDING JACKET	16.37	2 79275	16.37
			02575052 101121 C	ORIELLY'S - FLEX GRABBER	12.83	2 25064	12.83
			02575052 101121 C	KULLY'S - SHOCK IT	312.64	2 25135	312.64
			02575052 101121 C	BIG G - VAC BAG, DOOR STOP	19.42	2 75065	19.42
			02575052 101121 C	TOOFAST SUPPLY - REPAIR PARTS	33.27	2 25064	33.27
			02575052 101121 1	FASTENAL - WASHER	48.82	2 75115	48.82
			02575052 101121 1	ECHO - LED LIGHTS	335.98	2 75115	335.98
			02575052 101121 1	KULLY - BALL VALVE	36.04	2 25135	36.04
			02575052 101121 1	DUTTON - ELECT CON. UNISTRUT	305.15	2 75115	305.15
			02575052 101121 1	NAPA - FILTERS	25.74	2 95126	25.74
			02575052 101121 1	KELLY SUPPLY - CPVC FIT	3.84	2 25135	3.84
			02575052 101121 1	KULLY - BATTERIES	212.93	2 25064	212.93
			02575052 101121 1	COMPUTER HARDWARE - USB CABI	5.35	2 75065	5.35
			02575052 101121 1	POWERHOUSE MOTOERS - AXLE	267.49	2 95065	267.49
			02575052 101121 1	BIG G - TAP WRENCH	19.43	2 25064	19.43
			02575052 101121 2	TOOFAST SUPPLY - REPAIR PARTS	16.28	2 25064	16.28
			02575052 101121 2	NUTRIEN AG - PROPANE REFILL	20.89	2 75065	20.89
			02575052 101121 2	DUTTON LAINSON - PIPE FITTING	7.96	2 85127	7.96
			02575052 101121 2	BIG G - HITCH PINS	11.81	2 95065	11.81
			02575052 101121 2	KULLY - POOL SHOCK	312.90	2 25135	312.90
			02575052 101121 2	DUTTON - FUSES, FITTINGS	62.12	2 75115	62.12
			02575052 101121 2	DUTTON - FUSES, CLAMPS	130.93	2 75115	130.93
			02575052 101121 2	MENARDS - SURGE PROTECTORS	235.29	2 75065	235.29
			02575052 101121 2	LINC WINDUSTRIAL - BUTT VALVE	1,204.34	2 75115	1,204.34
			02575052 101121 2	DUTTON - FUSES REFUND	(73.62)	2 75115	(73.62)
			02575052 101121 3	FASTENAL - IMPACT BITS	27.37	2 25064	27.37
			02575052 101121 3	ECHO - ELECT. BOX DRAIN	204.89	2 75115	204.89
			02575052 101121 3	KULLY - HOLE SAW	57.54	2 25064	57.54
			02575052 101121 3	ZORO - HOLE SAW, FUSES	238.89	2 25064	71.40
						2 75115	167.49
			02575052 101121 3	DUTTON - ELECTRICAL FITTINGS	57.79	2 85115	57.79
			02575052 101121 3	MENARDS - TRIMMER HEAD	18.14	2 75065	18.14
			02575052 101121 3	FASTENAL - BOLTS, PAINT PENS	40.00	2 75065	40.00
			02575052 101121 3	BUSSINESS WORLD - TONER CART	94.15	2 75065	94.15
			02575052 101121 3	BIG G - BOTTLED WATER	274.50	2 75065	274.50
			02575052 101121 3	MENARDS - INSUL. BOAR, ADHESIV	57.56	2 75115	57.56
			02575052 101121 4	DUTTON - LIGHT BULBS	114.04	2 75115	114.04
			02575052 101121 4	NAPA - FILTERS	30.46	2 95126	30.46
			02575052 101121 4	TRACTOR SUPPLY - TIRE	24.26	2 75065	24.26
			02575052 101121 4	BUSINESS WORLD - CALENDARS	7.26	2 75065	7.26
			02575052 101121 4	ECHO - LIGHT BULBS	160.05	2 75115	160.05
			02575052 101121 4	NUTRIEN AG - PROPANE REFILL	31.65	2 75065	31.65
			02575052 101121 4	BIG G - AIR FRESHNER	8.82	2 75065	8.82
			02575052 101121 4	NAPA - FILTERS	46.98	1 61842	46.98
			02575052 101121 4	NAPA - BRAKLEEN	107.46	2 75065	107.46
			02575052 101121 4	AIRGAS - GAS CYLINDER	36.55	2 25125	36.55
			02575052 101121 4	FASTENAL - CAUTION TAPE	32.07	2 75065	32.07
			02575052 101121 4	COMPUTER HARDWARE - USB DRIV	26.75	2 75065	26.75
			02575052 101121 4	NAPA - DEF	21.08	2 75065	21.08
			02575052 101121 4	MENARDS - BATHROOM CLEANER	16.59	2 75065	16.59
			02575052 101121 4	TRACTOR SUPPLY - MUCK BOOTS	128.39	2 79275	128.39
			02575052 101121 4	LINWELD - GRINDING DISCS	56.18	2 75065	56.18
			02575052 101121 4	KELLY SUPPLY	462.72	2 25126	462.72

Distribution Register by Check



ACH PAYMENTS

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Check No	Supplier	Supplier Name	Invoice Number	Invoice Description	Invoice Amt	Charge Code	GL Amount
			02575052 101121	KULLY - CUT STEEL	412.81	2 85127	412.81
			02575052 101121	GARRET TIRE - TIRE REPAIR	35.85	2 75065	35.85
			02575052 101121	BIG G - RUBBER BANDS	15.71	2 95065	15.71
			02575052 101121	KELLY SUPPLY - GREASE	18.01	2 25125	18.01
			02575052 101121	KELLY SUPPLY - PIPE CAPS	327.35	2 85127	327.35
			02776460 101121	MENARDS - FILTERS	205.18	1 69330	205.18
			02776460 101121	MENARDS - LIQUID POOL SHOCK	12.81	1 69330	12.81
			02776460 101121	AMAZON - CHLORINE TABS	51.88	1 69330	51.88
			02776460 101121	AMAZON - ALGESIDE	66.03	1 69330	66.03
			02776460 101121	HOWARD GLASS - ELEC. ENCODER	1,351.18	1 69330	1,351.18
			02776460 101121	ELECT SYST - FIRE DOOR MAG	170.00	1 69330	170.00
			02776460 101121	MENARDS - SECURITY TAGS	45.82	1 69270	45.82
			02776460 101121	MENARDS - FOUNTAIN FENCE HING	21.36	1 69330	21.36
			02776460 101121	BIG G - PAINT ROL, TRAY, BRUSH	43.70	1 69330	43.70
			02776460 101121	MENARDS - FILTERS	410.37	1 69330	410.37
			02776460 101121	BIG G - DRAIN OPENER	75.03	1 69330	75.03
			04112658 101121	HASTINGS TRIBUNE - SUBSCRIP.	70.00	1 69210	70.00
			05742479 101121	MESA - COP SULF ELECT, PLUG AS	126.54	1 19183	126.54
			05742503 101121	MENARDS - CAST IRON SUMP PUMF	115.55	2 25110	115.55
			05742503 101121	WALMART - WATER	36.72	2 25060	36.72
			05742503 101121	BIG G - SHOP VAC	171.19	2 25140	171.19
			05742503 101121	NAPA - CLEANING SUPPLIES	76.84	2 25060	76.84
			05742511 101121	NAPA - O FLT, A FLT, GRSE GUN	104.93	1 61842	4.16
						1 61842	4.16
						1 61842	15.67
						1 61842	15.67
						1 61847	65.27
			05742511 101121	AUTO VALUE - TRACK II	34.97	1 61847	34.97
			05742511 101121	NAPA - SEALS	54.78	1 15750	54.78
			05742511 101121	NAPA - GEAR OIL ADAPT	34.21	1 15750	34.21
			05742511 101121	NAPA - SWAY BAR LINKS	41.92	1 61842	41.92
			05742511 101121	DITCH WITCH - FILTERS	531.71	1 61843	265.85
						2 21843	265.86
			05742511 101121	AUTO VALUE - BRAKE CLEANER	64.20	1 61847	64.20
			05742511 101121	HASTINGS FORD - TPMS REPROG	185.85	1 61842	185.85
			05742511 101121	AMAZON - CARB	22.46	1 61843	22.46
			05742511 101121	NAPA - HITCH	22.45	1 61842	22.45
			05742511 101121	XDP - SPRINGS	103.17	1 61845	(0.74)
						1 61845	103.91
			05742511 101121	FLEETPRIDE - BOLTS, ALIGN TOOL	81.19	1 61845	81.19
			05742511 101121	NAPA - TRANS JACK	1,561.13	1 61847	1,561.13
			05742511 101121	NAPA - TRANS JACK	238.36	1 61843	238.36
			05742511 101121	UNIV HYDRAULICS - HOSE	46.04	1 61843	46.04
			05742511 101121	GESSFORD MACH SHOP - FLYWHEI	56.68	1 61845	56.68
			05742511 101121	NAPA - U JOINT, SOCKET, HAMER	276.31	1 61842	276.31
			05742511 101121	NAPA - PUMP, AFT 60	279.24	1 61845	279.24
			05742511 101121	NAPA - SOLENOID, PLIER POUCH	63.06	1 61842	52.91
						1 61847	10.15
			05742511 101121	NAPA - JACK STANDS	133.75	1 61847	133.75
			05742511 101121	NAPA - OPTI SORB, AIR IMPACT	958.87	1 61842	450.46
						1 61847	508.41
			05746298 101121	NEW PIG - BARREL PUMP	149.43	1 45430	149.43
			05746298 101121	GRACES LOCKSMITH - GATE KEYS	20.00	1 35076	20.00
			05746298 101121	MENARDS - COPPER FITTINGS	342.45	1 45450	342.45
			05746298 101121	KULLY - SAWZALL	228.46	1 45430	228.46
			05746298 101121	EAKES - DESK/CHAIR	1,103.63	1 49210	1,103.63
			05746298 101121	EAKES - DESK/CHAIR	904.15	1 49210	904.15
			05746298 101121	KELLEY - SS NIPPLES	140.70	1 45460	140.70
			05746298 101121	PLATTE VALLEY - CABLE	20.92	1 45450	20.92
			05746298 101121	ECHO - CAT 6	308.34	1 45460	308.34
			05746298 101121	NAPA - STETHOSCOPE	17.31	1 45430	17.31
			05746298 101121	FASTENAL - SS HARDWARE	189.69	1 45430	189.69
			05746298 101121	ECHO - RYAN'S TOOLS	1,198.47	1 45430	1,198.47
			05746298 101121	MENARDS - RYAN'S TOOLS	279.26	1 45430	279.26
			05746298 101121	KELLEY SUP - PIPE FITTINGS	176.42	1 45460	176.42
			05746298 101121	KELLEY SUP - PIPE FITTINGS	520.54	1 45460	520.54
			05746298 101121	KELLEY SUP - PIPE FITTINGS	(12.96)	1 45460	(12.96)
			05746298 101121	GRAINGER - THERMAL OVERLOADS	230.10	1 45460	230.10
			05746298 101121	GRAINGER - PRESS GAUGE, TEST	187.90	1 45460	187.90
			05746298 101121	WALMART - SD CARD	39.92	1 45460	39.92
			05746298 101121	O'REILLY - ADHESIVE	10.00	1 45460	10.00
			05746298 101121	MENARDS - MARINE SEAL	30.28	1 45460	30.28
			05746314 101121	AMAZON - PRIME MEMB.	179.00	1 45421	179.00
			05746314 101121	HOME DEPOT - CARLISLE BUSHES	754.42	1 45430	754.42
			05746314 101121	BIG G - ECHO FILTER, RATCH	51.23	1 45430	51.23
			05746314 101121	MENARDS - SAND BAG, PLUMB FIT	123.24	1 45470	123.24
			05746314 101121	CONS CONCR - FLOWABLE FILL	174.00	1 45470	174.00
			05746314 101121	CABELAS/BP - WADERS, LUG SOLE	288.44	1 45421	288.44
			05746314 101121	SCC - LAB ANALYSIS TRAINING	95.00	1 49220	95.00
			05746314 101121	AMAZON - APC 1500VA UPS	164.99	1 45462	164.99
			05746314 101121	NWEA - FALL CONF REGISTRATION	200.00	1 49220	200.00
			05746314 101121	WALMART - VALVE, WHEEL CASTEF	31.73	1 45450	31.73
			05746314 101121	HASTINGS OUT POW- CARB KIT	10.00	1 45470	10.00
			05746314 101121	KELLY SUPPLY - AIR FIT, CLAMPS	24.38	1 45450	24.38

Distribution Register by Check



ACH PAYMENTS

Printed: 11/1/2021 10:50

From Check Date: 10/25/2021 - To Check Date: 10/29/2021

Check No	Supplier	Supplier Name	Invoice Number	Invoice Description	Invoice Amt	Charge Code	GL Amount
			05746314 101121 1	NAPA - AIR LINE FITTINGS	67.82	1 45450	67.82
			05746314 101121 1	NAPA - RADIATOR FLUSH	4.81	1 45500	4.81
			05746314 101121 1	LANDMARK IMP - AG CHEM REPAIR:	2,060.46	1 45520	2,060.46
			05746314 101121 1	CABELAS/BP - REFUND	(139.23)	1 45421	(139.23)
			05920398 101121 C	360 TRAINING - HAZWOPER TRAIN	219.00	2 79225	219.00
			05984998 101121 C	ULINE - GLOVES	279.33	1 69187	279.33
			05984998 101121 C	NE WTR ENV - CONF REG	115.00	1 69187	115.00
			55610789 101121 C	WORDPRESS - PPGA WEBSITE	48.00	2 89210	48.00
			5591256 101121 01	GRAINGER - NDS GATE PARTS	421.49	1 69330	421.49
			5591256 101121 02	GRACE'S LOCKSMITH - LOCKS	1,111.56	1 69206	1,111.56
			5591256 101121 03	GRAINGER - RETURN GATE PART	(308.59)	1 69330	(308.59)
					35,463.83		35,463.83
604016	R6276	LOUISIANA UNCLAIMED PROPERTY	102921	UNCLAIMED PROPERTY	35.00	1 61841	35.00

Checks & ACH Payments 3,036,505.52
Less Discounts (27.54)
Less Voided Check (16.25)
Grand Total 3,036,461.73

Combined 1,251,439.69
Electric 1,785,022.04
Grand Total 3,036,461.73



September 2021 Summary Report:

- September 1st and September 2nd, Hastings Police Department hosted a Pepperball Instructor course in our training room. Corporal Nathan Hanson and Officer Jesse Bartels attended this course along with multiple agencies.
- September 1st, Chief Adam Story gave a presentation to the First United Methodist Church Womens' Group on a variety of law enforcement topics.
- September 9th and September 10th, Chief Adam Story and Captain Raelee Van Winkle attended an FBI National Academy "Fall Retrainer" in Kearney, NE.
- September 10th, Laura Stutte, with the Hastings YWCA came to the Hastings Police Department to honor our Officers with the anniversary of 9/11. The YWCA provided cookies and cards for our Officers.



- September 13th through September 17th, Officer Josh Newbrey attended a Firearms Instructor Course at the Nebraska Law Enforcement Training Center. Officer Newbrey is now a certified instructor in Firearms for our agency.
- September 15th, Chief Adam Story and Captain Raelee Van Winkle were invited to Central Community College to teach law enforcement practices and modern policing. This course was taught both in person and remote to all CCC Campuses.
- September 16th, Captain Mike Doremus and Sergeant Mark Hinrichs took part in the Good Samaritan Society SamFest Parade.



- September 17th and 18th, Captain Mike Doremus and Officer Brad Cunningham participated in the 2021 Special Olympics Truck Convoy. Officer Cunningham's family was honored at this year's event. Officer Cunningham's father, who passed away suddenly, participated in this event for several years while employed at Werner Enterprises in Omaha, Nebraska.



- September 20th through September 23rd, Detective Travis Beahm and Detective Josh Onken attended a Cellbrite Advanced Smartphone Analysis course in Englewood, Colorado.
- September 20th and September 21st, Sergeant Jason Haase attended a "Realistic De-Escalation Instructor" course in Denver, Colorado.

- September 20th through September 24th, Officer Josh Newbrey, and Officer Mike McClaren attended a Patrol Rifle Instructor course at the Nebraska Law Enforcement Training Center. Both Officers are now certified rifle instructors for the Hastings Police Department.
- September 20th and September 27th, all sworn employees attended monthly in-service training. The classroom and K9 training were at HPD and the emergency vehicle operations were at MPH Raceway. Officers received training in domestic violence, K9 tactics, Family Advocacy Network services, and emergency vehicle operations.



- September 23rd, Dispatcher Deborah Molzen celebrated her 20-year service anniversary with the Hastings Police Department 911 Center.
- September 29th and September 30th, Dispatcher Lorraine Clements, Captain Mike Doremus, and Officer Grady Gardner completed an online Peer Support and Mentoring in Law Enforcement course at HPD.
- September 29th, local first responders were invited to St. Michael Elementary to celebrate the feast day of the Archangel St. Michael, patron saint of protectors who work for security, safety and peace of the people. We were all blessed and given hand made cards from the students. Officers stayed after the celebration to do various activities with the students.



Complaints:

- September 1st, an internal complaint alleged that a dispatcher displayed conduct unbecoming. This complaint was sustained.
- September 10th, an external complaint alleged that an officer violated a traffic law. This complaint is under investigation.

Use of Force Reports:

There were no use of force reports for September 2021.

September 2021 Statistics:

	2021	2020	<u>Year to Date Totals</u>		Percent
	Aug	Aug	YTD 2021	YTD 2020	+/-
Police					
Total Calls for Service	2243	2161	16240	17042	-4.7%
Incident Reports	319	333	2539	2507	1.3%
Traffic Accidents	42	55	441	400	10.3%
Traffic Stops	352	570	3052	4408	-30.8%
Part I Crimes	189	97	1398	638	119.1%
Complaints Against Employee	2	3	32	22	45.5%
Use of Force Incidents	0	1	17	6	183.3%
Community Service Officers					
Animal Calls	172	168	1321	1209	9.3%
Animals Impounded	56	52	311	319	-2.5%
Code Enforcement	130	53	726	402	80.6%
Complaints Against Employee	0	0	6	0	600.0%
Communication Center					
911 Calls	996	1005	7928	7665	3.4%
All Other Calls	6175	6158	45516	45284	0.5%
Complaints Against Employee	0	1	3	12	-75.0%

GROUP A - MONTHLY OFFENSES

9/1/2021 - 9/30/2021

HASTINGS POLICE DEPARTMENT

	REPORTED OFFENSES	UNFOUNDED OFFENSES	ACTUAL OFFENSES	TOTAL CLEARED	CLEARED JUVENILE
Animal Cruelty	0	0	0	0	0
720 - Animal Cruelty	0	0	0	0	0
Arson	1	0	1	0	0
200 - Arson	1	0	1	0	0
Assault Offenses	29	4	25	12	2
13A - Assault-Aggravated Assault	2	0	2	1	0
13B - Assault-Simple Assault	21	2	19	9	1
13C - Assault-Intimidation	6	2	4	2	1
Bribery	0	0	0	0	0
510 - Bribery	0	0	0	0	0
Burglary/Breaking & Entering	3	0	3	0	0
220 - Burglary/Breaking & Entering	3	0	3	0	0
Counterfeiting/Forgery	2	0	2	0	0
250 - Counterfeiting/Forgery	2	0	2	0	0
Destruction/Damage/Vandalism of Property	10	0	10	2	0
290 - Destruction/Damage/Vandalism of Property	10	0	10	2	0
Drug/Narcotic Offenses	45	0	45	35	0
35A - Drug/Narcotic Violations	29	0	29	25	0
35B - Drug Equipment Violations	16	0	16	10	0
Embezzlement	0	0	0	0	0
270 - Embezzlement	0	0	0	0	0
Extortion/Blackmail	0	0	0	0	0
210 - Extortion/Blackmail	0	0	0	0	0
Fraud Offenses	4	0	4	1	0
26A - False Pretenses/Swindle/Confidence Game	1	0	1	1	0
26B - Credit Card/Automatic Teller Machine Fraud	1	0	1	0	0
26C - Impersonation	1	0	1	0	0
26D - Welfare Fraud	0	0	0	0	0
26E - Wire Fraud	0	0	0	0	0
26F - Identity Theft	1	0	1	0	0
26G - Hacking/Computer Invasion	0	0	0	0	0
Gambling Offenses	0	0	0	0	0
39A - Betting/Wagering	0	0	0	0	0
39B - Operating/Promoting/Assisting Gambling	0	0	0	0	0
39C - Gambling Equipment Violations	0	0	0	0	0
39D - Sports Tampering	0	0	0	0	0
Homicide Offenses	0	0	0	0	0
09A - Murder and Nonnegligent Manslaughter	0	0	0	0	0
09B - Negligent Manslaughter	0	0	0	0	0
09C - Justifiable Homicide	0	0	0	0	0
Human Trafficking	0	0	0	0	0
64A - Commercial Sex Acts	0	0	0	0	0
64B - Involuntary Solitude	0	0	0	0	0
Kidnapping/Abduction	0	0	0	0	0
100 - Kidnapping/Abduction	0	0	0	0	0

Larceny/Theft Offenses	54	2	52	14	2
23A - Pocket-Picking	0	0	0	0	0
23B - Purse-Snatching	0	0	0	0	0
23C - Shoplifting	23	1	22	6	1
23D - Theft from Building	3	0	3	0	0
23E - From Coin-Operated Machine or Device	1	0	1	0	0
23F - Theft from Motor Vehicle	5	0	5	1	0
23G - Theft of Motor Vehicle Parts or Accessories	2	0	2	2	0
23H - All Other Larceny	20	1	19	5	1
Motor Vehicle Theft	0	0	0	0	0
240 - Motor Vehicle Theft	0	0	0	0	0
Pornography/Obscene Material	2	1	1	0	0
370 - Pornography/Obscene Material	2	1	1	0	0
Prostitution Offenses	0	0	0	0	0
40A - Prostitution	0	0	0	0	0
40B - Assisting or Promoting Prostitution	0	0	0	0	0
40C - Purchasing Prostitution	0	0	0	0	0
Robbery	0	0	0	0	0
120 - Robbery	0	0	0	0	0
Sex Offenses	3	0	3	0	0
11A - Forcible-Forcible Rape	1	0	1	0	0
11B - Forcible-Forcible Sodomy	0	0	0	0	0
11C - Forcible-Sexual Assault with an Object	0	0	0	0	0
11D - Forcible-Forcible Fondling	2	0	2	0	0
Sex Offenses, Consensual	0	0	0	0	0
36A - Sex Offenses, Nonforcible-Incest	0	0	0	0	0
36B - Sex Offenses, Nonforcible-Statutory Rape	0	0	0	0	0
Stolen Property Offenses	0	0	0	0	0
280 - Stolen Property Offenses	0	0	0	0	0
Weapon Law Violations	1	0	1	1	0
520 - Weapon Law Violations	1	0	1	1	0
TOTAL FOR ALL OFFENSES	154	7	147	65	4

WORK ORDER ENGINEERING ESTIMATE

HASTINGS UTILITIES

HASTINGS, NEBRASKA

Name of
Department: Electric

Construction: X

Retirement: _____

Work Order No.: EL-187

Budget Item No.: 2.50 21/22

Budget Item Amt: \$450,000

DESCRIPTION AND LOCATION:

Intallation of a single-phase electric line to serve a new Motorcycle Shop at 9025 Osborne Drive West

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

Estimated Cost	Amount	Attached Map or DWG No.:	E-UD-773
1. Material to be Purchased	\$0.00	Sheet No.:	
2. Material from Stock	\$ 2,485.25		
3. Labor	\$ 2,880.00	Date Work to be Started:	10/25/2021
4. Truck Usage	\$ 775.00		
5. Equipment Usage	\$ -	Checked By: Douglas Baumgart	Date
6. Contract Amount			
7. Easements		Checked By: Tyler Waite	Date
SUBTOTAL	\$6,140.25	Approved By: Lee Vrooman	Date
Engineering & Administrative @ 6%	\$ 368.42	Director of Engineering	
Vehicle Usage @ 1%	\$ 61.40		
		Approved By:	Date
SUBTOTAL	\$6,570.07	Hastings City Council	
Less Developer Contribution		Authorized By: Kevin D Johnson	Date
		Manager	
TOTAL ESTIMATED COST OF WORK ORDER	\$6,570.07		

HASTINGS UTILITIES, HASTINGS, NEBRASKA

Work Order No.: EL-187

B.I. No.: 2.50

B.I. Yr.: 21/22

LABOR AND EQUIPMENT ESTIMATE

Classification of Labor or Equipment to be Used		No of Hr/Mi/Ft	Cost Per Unit	Subtotal	Total Cost
LABOR:	Engeneering Department (\$50)	16	50.00	800.00	\$2,880.00
	Electric Department	32	65.00	2,080.00	
	Gas Department	0	55.00	0.00	
	TOTAL - LABOR				
TRUCKS:	Trucks 22 & 23 (Hours)	2	218.75	437.50	\$775.00
	Trucks 24 & 28 (Hours)	2	137.50	275.00	
	Trucks 25 & 26 (Hours)	1	62.50	62.50	
	Truck (Hours)			0.00	
				0.00	
				0.00	
	TOTAL - TRUCKS USAGE				
EQUIPMENT	Air Compressor (Hours)			0.00	\$0.00
	Backhoe (Hours)			0.00	
	Boring Machine or Bore (Feet)			0.00	
	Packer (Hours)			0.00	
	Trench (Feet)			0.00	
	Skid Steer			0.00	
	Hydra Tamp (Hours)			0.00	
	Spoil Vac (Hours)			0.00	
TOTAL - EQUIPMENT USAGE				\$0.00	
TOTAL COST ALL LABOR AND EQUIPMENT ESTIMATE					\$3,655.00

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	
2	ea.	043-08-03	#2 15KV Loadbreak Elbows	33.95	67.90	
1	ea.	043-21-10	10KV Elbow Lightning Arrester	60.19	60.19	
3	ea.	044-01-04	Split-Bolt Ground Connectors	2.36	7.08	
1	ea.	046-07-03	NSM Series Secondary Connector	4.27	4.27	
2	ea.	046-07-04	Insulated Secondary Connectors	13.67	27.34	
2	ea.	046-08-01	Transformer Ground Connectors	3.12	6.24	
20	ft.	068-01-04	#4 Bare Copper Ground Wire	0.05	0.98	
285	ft.	077-13-02	#2 15KV Alum. 220Mil Jacketed Cables	1.51	430.35	
1	ea.	194-02-01	Precast Concrete Transformer Pads	148.56	148.56	
1	ea.	582-00-01	Tubes of Silicone Caulk	5.57	5.57	
1	ea.	955-01-01	3E01 Brass Padlocks	8.52	8.52	
1	ea.		25KVA 13800Y/7970 240/120 1ø Padmount Xfmrs	1,703.44	1,703.44	
			TOTAL		\$ 2,485.25	\$ -

Estimated By: B. Tran

Date: 10/14/21

Page 2

WORK ORDER ENGINEERING ESTIMATE

HASTINGS UTILITIES

HASTINGS, NEBRASKA

Name of Department: GASWork Order No.: GA-357Construction: XBudget Item No.: 1.08 2021/2022

Retirement: _____

Budget Item Amt: \$82,000**DESCRIPTION AND LOCATION:**

Replacement of 2" PE gas main on Highland Drive, Pryor Terrace East 900 Feet to 920 Highland (Lochland Phase3)

PURPOSE OF WORK IMPROVEMENT:

Existing 2" standard gas main was not installed to current construction standards. The existing 2" gas main was installed 1960's. Purchased from Kinder Morgan in 2005

CONTRIBUTIONS/REMARKS:

Estimated Cost	Amount	Attached Map or DWG No.:	G-659
1. Material to be Purchased	\$0.00	Sheet No.:	3
2. Material from Stock	7,500.00	Date Work to be Started:	10/1/21
3. Labor	40,750.00	Checked By:	Date
4. Truck Usage	0.00	Ed Fleharty Digitally signed by Ed Fleharty Date: 2021.10.04 13:58:58 -05'00'	
5. Equipment Usage	3,971.25	Checked By:	Date
6. Contract Amount		Tyler Waite Digitally signed by Tyler Waite Date: 2021.10.05 12:07:02 -05'00'	
7.		Approved By:	Date
8.		Lee Vrooman Digitally signed by Lee Vrooman Date: 2021.10.25 11:17:12 -05'00'	
SUBTOTAL	\$52,221.25	Director of Engineering	
Engineering & Administrative @ 6%	3,133.28	Approved By:	Date
Vehicle Usage @ 4%	2,088.85		
Subtotal	\$57,443.38		
Less Developer Contribution		Hastings City Council	
		Authorized By:	Date
		Kevin D Johnson Digitally signed by Kevin D Johnson Date: 2021.10.27 07:14:37 -05'00'	
TOTAL ESTIMATED COST OF WORK ORDER	\$57,443.38	Manager	

HASTINGS UTILITIES, HASTINGS, NEBRASKA

Work Order No.: GA-357

B.I. No.: 1.08

B.I. Yr.: 2021/2022

LABOR AND EQUIPMENT ESTIMATE

Classification of Labor or Equipment to be Used	No of Hr/Mi/Ft	Cost Per Unit	Subtotal	Total Cost
LABOR: Engeneering Department (\$50)	100	50.00	5,000.00	\$40,750.00
Gas Department	650	55.00	35,750.00	
Days 13.5			0.00	
TOTAL - LABOR				
TRUCKS:			0.00	\$0.00
			0.00	
			0.00	
			0.00	
TOTAL - TRUCKS USAGE				
EQUIPMENT: Air Compressor (Hours)	2	6.25	12.50	\$3,971.25
Backhoe (Hours)	24	37.50	900.00	
Boring Machine or Bore (Feet)	1560	1.50	2,340.00	
Trench (Feet)	0	8.75	0.00	
Hydra Tamp (Hours)	5	143.75	718.75	
Spoil Vac (Hours)	0	75.00	0.00	
TOTAL - EQUIPMENT USAGE				
TOTAL COST ALL LABOR AND EQUIPMENT ESTIMATE				\$44,721.25

MATERIAL ESTIMATE

Quantity		Stock Number	Description	Unit Price	Stock Material	New Material
1,560	FT	072-05-12	12 SOL 600V THNN Yellow Cable	0.16	249.60	
1	EA	097-09-03	3" Tapecoat 20	27.71	27.71	
1	EA	097-09-22	T-Tape Gray-PE-2"	15.10	15.10	
1560	FT	601-00-01	1/2" CTS PE Pipe	0.67	1,045.20	
360	FT	601-00-02	3/4" IPS PE Pipe	0.31	111.60	
230	FT	601-00-04	1 1/4" IPS PE Pipe	0.75	172.50	
970	FT	601-00-06	2" IPS PE Pipe	1.35	1,309.50	
16	EA	601-10-03	Poly Ball Valve-BFE 3/4	20.84	333.44	
1	EA	601-10-05	Poly Ball Valve-BFE 1 1/4	51.31	51.31	
1	EA	621-02-35	1.25 S to PE Transition	32.13	32.13	
1	EA	621-11-06	2 IPS EF Coupling	9.60	9.60	
16	EA	622-00-02	Excess Flow Device 3/4" LOW Cap	16.18	258.88	
1	EA	622-01-10	BF Pipe CAP 2 IPS	2.81	2.81	
			TOTAL		\$3,619.38	\$ -

Estimated By: Keever

Date: 9/30/21

Page 2

HASTINGS UTILITIES, HASTINGS, NEBRASKA

Work Order No.: GA-357

B.I. No.: 1.08

B.I. Yr.: 2021/2022

MATERIAL ESTIMATE

Quantity		Stock Number	Description	Unit Price	Stock Material	New Material
1	EA	622-02-06	BF Ellbow 1 1/4 90 IPS	6.26	6.26	
1	EA	622-03-02	1x3/4 IPS BF Reducer	4.81	4.81	
1	EA	622-03-06	1 1/4x1 IPS BF Reducer	5.95	5.95	
16	EA	622-10-03	2 x3/4 IPS BF Tap Tee	7.84	125.44	
1	EA	622-10-05	2x1 1/4 BF Tap Tee	13.37	13.37	
17	EA	629-03-07	Curb Service Box 34-54 2½	68.71	1,168.07	
16	EA	629-10-01	3/4 Valve Support	7.93	126.88	
1	EA	629-10-03	1 1/4 Valve Support	12.88	12.88	
1	EA	647-03-04	1 1/4"-3 Way Shortstop Weld Fitting	470.69	470.69	
16	EA	648-01-01	3/4x1 B42R Regulator	26.79	428.64	
1	EA	650-25-03	3# Anode	20.64	20.64	
4	EA	660-01-10	5 Gallon Jug E Z Mud	163.20	652.80	
18	EA	660-01-12	Bore Gel 50# bag	10.12	182.16	
2	EA	660-01-20	Soda Ash	27.26	54.52	
4	EA	660-02-01	5 Gal Con Det	80.80	323.20	
17	EA	919-03-01	STEEL PLATE ¼x12x12	5.36	91.12	
					-	
	LS		Miscellaneous Lump Sum	193.19	193.19	
					-	
					-	
					-	
					-	
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					-	
			Total Page 3		\$ 3,880.62	\$ -
			Total Page 2 Brt Fwd		\$ 3,619.38	\$ -
					-	
			TOTAL (Pages 2 & 3)		\$ 7,500.00	\$ -

Estimated By: Keever

Date: 9/30/21 Page 3

WORK ORDER ENGINEERING ESTIMATE

HASTINGS UTILITIES

HASTINGS, NEBRASKA

Name of Department: ElectricWork Order No.: EL-186Construction: XBudget Item No.: 2.50 21/22

Retirement: _____

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

Installation of a new pole, three phase underground electric line, and padmount transformer for Russ's Market. Southwest corner of parking lot near 6th and Lexington.

PURPOSE OF WORK IMPROVEMENT:

New electric car charging stations at Russ's Market.

CONTRIBUTIONS/REMARKS:

Estimated Cost	Amount	Attached Map or DWG No.:	E-UD-772
1. Material to be Purchased	\$0.00	Sheet No.:	1 & 2
2. Stores Dept. Charge @ 8.0%	0.00		
3. Material from Stock	\$10,672.39	Date Work to be Started:	10/18/21
4. Stores Dept. Charge @ 8.0%	\$853.79	Date Work to be Finished:	11/12/21
5. Labor	\$2,780.00	Checked By:	Date
6. Mileage & Truck Usage	\$1,162.50	Douglas Baumgart Digitally signed by Douglas Baumgart Date: 2021.10.12 14:43:57 -05'00'	
7. Equipment Usage	\$181.75	Checked By:	Date
8. Contract Amount		Tyler Waite Digitally signed by Tyler Waite Date: 2021.10.12 15:09:40 -05'00'	
9. Easements		Approved By:	Date
10.		Lee Vrooman Digitally signed by Lee Vrooman Date: 2021.11.02 10:42:36 -05'00'	
SUBTOTAL	\$15,650.43	Director of Engineering	
Engineering & Administrative @ 12%	\$1,878.05	Approved By:	Date
Subtotal	\$17,528.48		
		City Council	
		Authorized By:	Date
		Kevin D Johnson Digitally signed by Kevin D Johnson Date: 2021.11.02 10:52:22 -05'00'	
TOTAL ESTIMATED COST OF WORK ORDER	\$17,528.48	Manager	

HASTINGS UTILITIES, HASTINGS, NEBRASKA

Work Order No.: EL-186

B.I. No.: 2.50

B.I. Yr.: 21/22

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	32	65.00	2,080.00	\$2,780.00
	Engineering Department	14	50.00	700.00	
TOTAL - LABOR					
MILEAGE:	Trucks 22 & 23 (Miles)				\$1,162.50
	Trucks 24 & 28 (Miles)				
	Trucks 25 & 26 (Miles)				
	Trucks 80, 81, & 82 (Miles)				
	Trucks 12, 14, & 17 (Miles)				
TRUCKS:	Trucks 22 & 23 (Hours)	3	218.75	656.25	
	Trucks 24 & 28 (Hours)	3	137.50	412.50	
	Trucks 25 & 26 (Hours)	1.5	62.50	93.75	
TOTAL - MILEAGE & TRUCKS					
EQUIPMENT:	Air Compressor (Hours) HU #4	1	31.75	31.75	\$181.75
	Backhoe (Hours) HU #1, #2, or #3				
	Bore (Feet) HU #1 or #2				
	Trench (Trench Feet) HU #1, #2, or #3				
	Hydra Tamp (Hours) HU				
	Spoil Vac (Hours) HU	2	75.00	150.00	
TOTAL - EQUIPMENT USAGE					
TOTAL COST ALL LABOR AND EQUIPMENT ESTIMATE					\$4,124.25

MATERIAL ESTIMATE

Quantity		Stock Number	Description	Unit Price	Stock Material	New Material
9	ea	001-03-12	5/8" x 12" Galvanized Machine Bolts	1.15	10.35	
3	ea	002-02-02	1/2" x 4" Lag Bolts	0.58	1.74	
15	ea	005-01-03	2 1/2" Square Washers	0.36	5.40	
14	ea	007-03-03	5/8" Square Locknuts	0.20	2.80	
3	ft	178-09-06	Standoff Tee Rail	7.10	21.30	
3	ea	178-10-04	6" Standoff Brackets	17.20	51.60	
1	ea	190-01-45	45' Class 2 Wood Pole	512.66	512.66	
2	ea	001-03-11	5/8" x 10" Galvanized Machine Bolts	0.95	1.90	
2	ea	005-02-05	4" x 4" Curved Washers	1.38	2.76	
1	ea	006-04-02	5/8" Galvanized Eyenut	1.51	1.51	
1	ea	012-01-11	TS-1 Stirrup	8.69	8.69	
1	ea	012-01-08	BM-14 Messenger Bracket	19.44	19.44	
1	ea	021-01-04	Ground Wire Molding	10.64	10.64	
4	ea	023-03-04	Molding Staples	1.16	4.64	
			TOTAL (Page 2)		\$ 655.43	\$ -

Estimated By: B. Miller

Date: 10/1/21

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HASTINGS UTILITIES, HASTINGS, NEBRASKA

Work Order No.: EL-186

B.I. No.: 2.50

B.I. Yr.: 21/22

MATERIAL ESTIMATE

Quantity		Stock Number	Description	Unit Price	Stock Material	New Material
4	ea	024-01-02	Insulator Pins	4.00	16.00	
1	ea	039-17-02	H-15D Cable Spacer Bracket	15.62	15.62	
3	ea	089-15-20	Cable Positioners	20.25	60.75	
1	ea	089-15-60	Triple Mount Cutout/Arrester Bracket	97.38	97.38	
1	ea	191-01-06	10' Fiberglass Tangent Crossarm	122.00	122.00	
0.25	lb	901-03-05	Ground Wire Staples	1.40	0.35	
9	ea	044-01-04	Split-Bolt Ground Connectors	1.55	13.95	
3	ea	066-04-10	10 KV Riser Pole Lightning Arresters	4.32	12.96	
3	ea	039-03-01	15KV Polymer Insulator	60.29	180.87	
3	ea	042-27-09	266.8 Stirrups	4.77	14.31	
3	ea	044-13-01	Hot Line Clamps	21.44	64.32	
3	ea	055-01-01	100 Amp 15KV Cutouts	7.36	22.08	
3	ea	049-01-08	20 Amp Fuse Links	66.54	199.62	
2	ea	019-09-06	5/8" x 10' Ground Rod	13.33	26.66	
2	ea	020-02-03	5/8" Ground Clamp	1.48	2.96	
65	ft	068-01-04	#4 Bare Copper Ground Wire	0.49	31.85	
2	ea	033-04-05	#6 Service Brackets	2.37	4.74	
3	ea	022-02-01	Wildlife Guards	3.88	11.64	
1	ea	099-03-06	3-Hole Cable Breakout for 4" PVC	60.80	60.80	
3	ea	178-11-05	4" Pipe Straps	3.66	10.98	
1	ea	582-00-01	Tube of Silicone Caulk	5.91	5.91	
2	ea	955-01-01	3E01 Brass Padlocks	8.52	17.04	
3	ea	043-08-03	#2 15KV Loadbreak Elbows	33.95	101.85	
3	ea	043-20-15	10KV MOV Surge Arresters	178.73	536.19	
2	ea	046-08-01	Transformer Ground Connector	3.80	7.60	
12	ft	077-13-02	#2 15KV Aluminum 220Mil Jacketed Cables	1.51	18.12	
3	ea	089-17-02	#2 15KV Termimatics	52.08	156.24	
3	ea	089-52-02	#2 Stem Connectors	8.55	25.65	
1	ea		300KVA 13800Y/7970 480Y/277 3ø Deadfront	8,078.52	8,078.52	
1	ea		Misc Wires, Tape, Connectors	100.00	100.00	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
			Total Page 3		\$10,016.96	\$ -
			Total Page 2 Brt Fwd		\$ 655.43	\$ -
					-	
			TOTAL (Pages 2 & 3)		\$10,672.39	\$ -

Estimated By: B. Miller

Date: 10/1/21 Page 3

WORK ORDER ENGINEERING ESTIMATE

HASTINGS UTILITIES

HASTINGS, NEBRASKA

Name of
Department: Electric

Construction: X

Retirement: _____

Work Order No.: EL-189

Budget Item No.: 2.50 21/22

Budget Item Amt: \$450,000

DESCRIPTION AND LOCATION:

Intallation of a single-phase electric line to serve South Dumping Area at Hastings Landfill,
 705 South Southern Hills Drive.

PURPOSE OF WORK IMPROVEMENT:

To Provide Power for Lights and Outlets Near Woodchip Grinding Area

CONTRIBUTIONS/REMARKS:

Estimated Cost	Amount	Attached Map or DWG No.:	E-UD-774
1. Material to be Purchased	\$0.00	Sheet No.:	
2. Material from Stock	\$ 3,460.23		
3. Labor	\$ 7,860.00	Date Work to be Started:	10/25/2021
4. Truck Usage	\$ 1,550.00		
5. Equipment Usage	\$ 2,927.50	Checked By: Douglas Baumgart Digitally signed by Douglas Baumgart Date: 2021.10.28 09:42:49 -05'00'	Date
6. Contract Amount		Checked By: Tyler Waite Digitally signed by Tyler Waite Date: 2021.10.28 13:05:13 -05'00'	Date
7. Easements			
SUBTOTAL	\$15,797.73	Approved By: Lee Vrooman Digitally signed by Lee Vrooman Date: 2021.11.02 10:41:58 -05'00'	Date
Engineering & Administrative @ 6%	\$ 947.86	Director of Engineering	
Vehicle Usage @ 1%	\$ 157.98		
		Approved By:	Date
SUBTOTAL	\$16,903.57	Hastings City Council	
Less Developer Contribution		Authorized By: Kevin D Johnson Digitally signed by Kevin D Johnson Date: 2021.11.02 10:52:00 -05'00'	Date
TOTAL ESTIMATED COST OF WORK ORDER	\$16,903.57	Manager	

HASTINGS UTILITIES, HASTINGS, NEBRASKA

Work Order No.: EL-189

B.I. No.: 2.50

B.I. Yr.: 21/22

LABOR AND EQUIPMENT ESTIMATE

Classification of Labor or Equipment to be Used		No of Hr/Mi/Ft	Cost Per Unit	Subtotal	Total Cost
LABOR:	Engeneering Department (\$50)	16	50.00	800.00	\$7,860.00
	Electric Department	68	65.00	4,420.00	
	Gas Department	48	55.00	2,640.00	
TOTAL - LABOR					
TRUCKS:	Trucks 22 & 23 (Hours)	4	218.75	875.00	\$1,550.00
	Trucks 24 & 28 (Hours)	4	137.50	550.00	
	Trucks 25 & 26 (Hours)	2	62.50	125.00	
	Truck (Hours)			0.00	
				0.00	
				0.00	
TOTAL - TRUCKS USAGE					
EQUIPMENT	Air Compressor (Hours)	2	31.25	62.50	\$2,927.50
	Backhoe (Hours)	12	37.50	450.00	
	Boring Machine or Bore (Feet)			0.00	
	Packer (Hours)			0.00	
	Trench (Feet)	176	8.75	1,540.00	
	Skid Steer			0.00	
	Hydra Tamp (Hours)	4	143.75	575.00	
	Spoil Vac (Hours)	4	75.00	300.00	
TOTAL - EQUIPMENT USAGE					
TOTAL COST ALL LABOR AND EQUIPMENT ESTIMATE					\$12,337.50

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	
2	ea.	019-09-06	5/8" x 10' Ground Rod	13.33	26.66	
2	ea.	020-02-03	5/8" Ground Clamp	2.36	4.72	
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	
180	ft	023-07-03	Red Warning Tape	0.03	5.40	
1	ea.	042-27-07	4/0 Stirrup	14.63	14.63	
1	ea.	043-08-03	#2 15KV Loadbreak Elbow	33.95	33.95	
1	ea.	043-21-10	10KV Elbow Lightning Arrester	60.19	60.19	
7	ea.	044-01-04	Split-Bolt Ground Connectors	1.55	10.85	
1	ea.	044-13-01	Hotline Clamp	7.36	7.36	
			TOTAL		\$ 188.24	\$ -

Estimated By: B. Tran

Date: 10/14/21

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HASTINGS UTILITIES, HASTINGS, NEBRASKA

Work Order No.: EL-189

B.I. No.: 2.50

B.I. Yr.: 21/22

MATERIAL ESTIMATE

Quantity		Stock Number	Description	Unit Price	Stock Material	New Material
2	ea.	046-07-04	Insulated Secondary Connectors	13.67	27.34	
1	ea.	046-07-05	ZQ Series Secondary Connector	15.75	15.75	
2	ea.	046-08-01	Transformer Ground Connectors	3.12	6.24	
1	ea.	049-01-04	5Amp Fuse Link	5.45	5.45	
1	ea.	055-01-01	100Amp 15KV Cutout	66.54	66.54	
1	ea.	066-04-10	10Kv Riser Pole Lighting Arrester	60.29	60.29	
60	ft.	068-01-04	#4 Bare Copper Ground Wire	0.49	29.40	
240	ft.	077-13-02	#2 15KV Aluminum 220Mil Jacketed Cables	1.51	362.40	
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	8.55	8.55	
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	
40	ft.	113-06-06	2" Sch40 PVC	0.87	34.80	
20	ft.	113-06-07	2 1/2" Sch40 PVC	0.95	19.00	
180	ft.	113-10-06	2" Sch40 PVC Polyduct	0.60	108.00	
1	ea.	114-04-07	2 1/2" PVC Elbow-90° Std R	3.97	3.97	
1	ea.	114-10-04	2" Steel Elbow-90° 36" R	40.52	40.52	
2	ea.	114-11-07	2" Fiberglass Elbows-90° 36"R	57.62	115.24	
1	ea.	114-11-08	2 1/2" Fiberglass Elbows-90° 36"R	61.18	61.18	
1	ea.	115-04-07	2 1/2" PVC/PVC Coupler (PVC)	0.75	0.75	
1	ea.	115-08-06	2" Polyduct Couplers	15.58	15.58	
2	ea.	116-18-06	2" Pipe/PVC Couplers (PVC)	0.56	1.12	
1	ea.	116-21-08	2 1/2" PVC Cap	1.86	1.86	
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	
1	ea.	194-02-01	Precast Concrete Transformer Pad 42" x 46" x 8"	148.56	148.56	
1	ea.	582-00-01	Tube of Silicone Caulk	5.57	5.57	
1	ea.	955-01-01	3E01 Brass Padlock	8.52	8.52	
1	ea.		25KVA 13800Y/7970 240/120 1Ø Padmount Xfmrs	1,703.44	1,703.44	
1	LS		Miscellaneous Tape, Wire, Connections, Etc.	150.00	150.00	
					-	
					-	
					-	
					-	
			Total Page 3		\$ 3,271.99	\$ -
			Total Page 2 Brt Fwd		\$ 188.24	\$ -
					-	
			TOTAL (Pages 2 & 3)		\$ 3,460.23	\$ -

Estimated By: B. Tran

Date: Page 3

WORK ORDER ENGINEERING ESTIMATE

HASTINGS UTILITIES

HASTINGS, NEBRASKA

Name of Department: ElectricWork Order No.: EL-188Construction: XBudget Item No.: 2.33 2021/2022

Retirement: _____

Budget Item Amt: \$285,000**DESCRIPTION AND LOCATION:**

Extend Feeders 244 and 273 north from Coal Train Road at Whelan Energy Center.

PURPOSE OF WORK IMPROVEMENT:

These lines will meet backup Feeders out of the new 13.8KV Substation being built at WEC.

CONTRIBUTIONS/REMARKS:

Estimated Cost	Amount	Attached Map or DWG No.:	E-OH-558-00
1. Material to be Purchased	\$0.00	Sheet No.:	2 to 5
2. Material from Stock	196,814.24	Date Work to be Started:	11/8/21
3. Labor	42,400.00	Date Work to be Completed:	1/28/22
4. Truck Usage	23,250.00	Checked By: Douglas Baumgart	Date
5. Equipment Usage	8,904.25	Digitally signed by Douglas Baumgart Date: 2021.10.28 10:03:45 -05'00'	
6. Contract Amount		Checked By: Tyler Waite	Date
7.		Digitally signed by Tyler Waite Date: 2021.10.28 13:06:58 -05'00'	
8.		Approved By: Lee Vrooman	Date
		Digitally signed by Lee Vrooman Date: 2021.11.02 10:41:26 -05'00'	
SUBTOTAL	\$271,368.49	Director of Engineering	
Engineering & Administrative @ 6%	16,282.11	Approved By:	Date
Vehicle Usage @ 1%	2,713.68		
Subtotal	\$290,364.28		
Less Developer Contribution		Hastings City Council	
		Authorized By: Kevin D Johnson	Date
		Digitally signed by Kevin D Johnson Date: 2021.11.02 10:51:37 -05'00'	
TOTAL ESTIMATED COST OF WORK ORDER	\$290,364.28	Manager	

HASTINGS UTILITIES, HASTINGS, NEBRASKA

Work Order No.: EL-188

B.I. No.: 2.33

B.I. Yr.: 2021/2022

LABOR AND EQUIPMENT ESTIMATE

Classification of Labor or Equipment to be Used		No of Hr/Mi/Ft	Cost Per Unit	Subtotal	Total Cost
LABOR:	Engineering Department (\$50)	48	50.00	2,400.00	\$42,400.00
	Electric Department	480	65.00	31,200.00	
	Gas Department	160	55.00	8,800.00	
	TOTAL - LABOR				
TRUCKS:	Trucks 22 & 23 (Hours)	60	218.75	13,125.00	\$23,250.00
	Trucks 24 & 28 (Hours)	60	137.50	8,250.00	
	Trucks 25 & 26 (Hours)	30	62.50	1,875.00	
	Truck (Hours)			0.00	
				0.00	
				0.00	
	TOTAL - TRUCKS USAGE				
EQUIPMENT:	Air Compressor (Hours)	16	31.75	508.00	\$8,904.25
	Backhoe (Hours)	40	37.50	1,500.00	
	Boring Machine or Bore (Feet)	190	1.50	285.00	
	Packer (Hours)			0.00	
	Trench (Feet)	300	8.75	2,625.00	
	Skid Steer			0.00	
	Hydra Tamp (Hours)	15	145.75	2,186.25	
	Spoil Vac (Hours)	24	75.00	1,800.00	
	TOTAL - EQUIPMENT USAGE				
TOTAL COST ALL LABOR AND EQUIPMENT ESTIMATE				\$74,554.25	

MATERIAL ESTIMATE

Quantity		Stock Number	Description	Unit Price	Stock Material	New Material
19	ea.	001-03-11	5/8"x10" Galvanized Machine	0.95	18.05	
57	ea.	001-03-12	5/8"x12" Galvanized Machine	1.15	65.55	
38	ea.	001-04-12	3/4"x12" Galvanized Machine	1.88	71.44	
10	ea.	001-04-13	3/4"x14" Galvanized Machine	2.22	22.20	
14	ea.	001-06-06	5/8"x24" Galvanized D.A. Bolts	3.08	43.12	
19	ea.	002-02-02	1/2"x4" Lab Bolts	0.58	11.02	
5	ea.	004-11-01	Guy Rollers	3.08	15.40	
181	ea.	005-01-03	2 1/4" Square Washers	0.37	66.97	
19	ea.	005-02-05	4"x4" Curved Washers	1.38	26.22	
23	ea.	006-04-02	5/8" Galvanized Eynuts	1.51	34.73	
5	ea.	006-04-04	3/4" Galvanized Eynuts	1.84	9.20	
95	ea.	007-03-03	5/8" Square Locknuts	0.20	19.00	
43	ea.	007-03-04	3/4" Square Locknuts	0.62	26.66	
5	ea.	008-02-03	Double Down Guy Clamps	2.35	11.75	
			TOTAL		\$ 441.31	\$ -

Estimated By: B. Miller

Date: 10/26/21

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HASTINGS UTILITIES, HASTINGS, NEBRASKA

Work Order No.: EL-188

B.I. No.: 2.33

B.I. Yr.: 2021/2022

MATERIAL ESTIMATE

Quantity		Stock Number	Description	Unit Price	Stock Material	New Material
5	ea.	008-03-07	7/16" Guy Grips	4.43	22.15	
5	ea.	008-04-07	7/16" Guy Standvise	34.88	174.40	
5	ea.	011-05-36	30,000 LB Fiberglass Strain Insulators	27.25	136.25	
24	ea.	012-01-08	BM-24 Messenger Brackets	19.44	466.56	
20	ea.	012-01-11	TS-1 Stirrups	8.69	173.80	
3	ea.	012-01-14	BA3-15 Angle Brackets	61.29	183.87	
0	ea.	012-01-35	BD-35 Deadend Brackets	87.64	-	
32	ea.	012-02-01	Deadend Thimble Clevises	6.42	205.44	
1	ea.	012-02-12	BAS-24 Anti-Sway Brackets	16.65	16.65	
5	ea.	014-02-01	Guying Plates	20.94	104.70	
5	ea.	018-06-02	1"x10" Twin Helix Anchors	52.86	264.30	
5	ea.	018-08-11	3/4" Twin Eynuts	6.96	34.80	
5	ea.	018-11-02	1"x7" Anchor Rods	18.18	90.90	
11	ea.	019-09-06	5/8"x10' Ground Rods	13.33	146.63	
11	ea.	020-02-03	5/8" Ground Clamps	1.48	16.28	
11	ea.	021-01-04	Ground Wire Moldings	12.37	136.07	
5	ea.	022-01-02	Guy Guards	9.95	49.75	
37	ea.	022-02-01	Wildlife Guards	3.88	143.56	
44	ea.	023-03-04	Molding Staples	1.16	51.04	
370	ft.	023-07-03	Red Warning Tape	0.04	14.80	
6	ea.	024-01-02	Insulator Pins	4.00	24.00	
9	ea.	024-02-01	Short Shank Insulator Pins	7.82	70.38	
15	ea.	039-03-01	15KV Polymer Insulators	4.77	71.55	
133	ea.	039-17-02	RTL-15 Cable Spacer Brackets	15.62	2,077.46	
27	ea.	040-02-01	15KV Deadend Insulators	9.65	260.55	
5	ea.	041-06-52	052 Preformed Deadends	13.01	65.05	
27	ea.	041-06-56	556.5 Plastic-Coated Preformed Deadends	20.58	555.66	
1	ea.	049-01-03	3 Amp Fuse Link	3.80	3.80	
1	ea.	055-01-01	100 Amp 15KV Cutout	66.54	66.54	
4	ea.	062-05-03	600 Amp 15KV 3-Phase Vertical Loadbreak	4,403.81	17,615.24	
1	ea.	062-05-09	900 Amp 15KV 3-Phase Horizontal Loadbreak	4,932.70	4,932.70	
7	ea.	066-04-04	10KV Lightning Arresters	32.92	230.44	
24	ea.	066-04-10	10KV Riser Pole Lightning Arresters	60.29	1,446.96	
540	ft.	068-01-04	#4 Bare Copper Ground Wire	0.55	297.00	
11799	ft.	069-25-56	556.5 15KV Spacer Cables	6.85	80,823.15	
850	ft.	072-02-35	350MCM 600V THHN Copper Wire	4.37	3,714.50	
2550	ft.	074-07-75	750MCM 15KV Shielded Copper Power Cable	18.39	46,894.50	
			Total Page 3		\$ 161,581.43	\$ -
			Total Page 2 Brt Fwd		\$ 441.31	\$ -
					-	
			TOTAL (Pages 2 & 3)		\$ 162,022.74	\$ -

Estimated By: B. Miller

Date: 10/26/21 Page 3

HASTINGS UTILITIES, HASTINGS, NEBRASKA

Work Order No.: EL-188

B.I. No.: 2.33

B.I. Yr.: 2021/2022

MATERIAL ESTIMATE

Quantity		Stock Number	Description	Unit Price	Stock Material	New Material
480	ft.	078-01-20	2/0-2/0-1 600V URD Triplex	1.03	494.40	
500	ft.	088-03-05	7/16" Guy Wire	0.71	355.00	
3933	ft.	088-09-02	052 Alumaweld Messenger Cables	0.87	3,421.71	
12	ea.	089-15-20	Cable Positioners	20.25	243.00	
1	ea.	089-15-30	Single Mount Cutout/Arrester Brackets	50.66	50.66	
9	ea.	089-15-60	Triple Mount Cutout/Arrester Brackets	97.38	876.42	
12	ea.	089-17-50	750MCM 15KV Copper Termimatics	159.87	1,918.44	
12	ea.	089-51-75	750MCM Two-Hole Copper Terminal Lugs	21.03	252.36	
10	ea.	097-02-06	Gray Coding Tape	3.40	34.00	
6	ea.	097-03-17	High Voltage Tape	20.37	122.22	
6	ea.	097-04-01	Air Seal Tape	20.72	124.32	
2	ea.	099-04-05	4-Hole Cable Breakouts for 6" PVC	70.15	140.30	
20	ft.	113-02-07	2-1/2" Steel Pipe	15.14	302.80	
40	ft.	113-02-12	6" Steel Pipe	43.28	1,731.20	
50	ft.	113-06-07	2-1/2" Sch 40 PVC	3.59	179.50	
780	ft.	113-06-12	6" Sch 40 PVC	9.04	7,051.20	
200	ft.	113-10-07	2-1/2" Sch 40 PVC Polyduct	1.03	206.00	
4	ea.	114-03-12	6" Steel Elbows 90 Std Radius	194.42	777.68	
2	ea.	114-10-05	2-1/2" Steel Elbows 90 36" Radius	59.91	119.82	
2	ea.	115-08-07	2-1/2" Polyduct Couplers	26.24	52.48	
4	ea.	116-18-05	2-1/2" Pipe/PVC Couplers (PVC)	1.58	6.32	
8	ea.	116-18-14	6" Pipe/PVC Couplers (PVC)	7.22	57.76	
2	ea.	120-01-07	2-1/2" Service Entrance Weatherhead	36.90	73.80	
4	ea.	178-06-10	Heavy Duty Triple Mount Termination	33.87	135.48	
16	ft.	178-09-06	Standoff Tee Rail	7.22	115.52	
15	ea.	178-10-04	6" Standoff Brackets	17.20	258.00	
6	ea.	178-11-02	2-1/2" Pipe Straps	5.00	30.00	
12	ea.	178-11-07	6" Pipe Straps	6.06	72.72	
0	ea.	190-01-40	40' Class 2 Wood Poles	436.31	-	
19	ea.	190-01-45	45' Class 2 Wood Poles	512.67	9,740.73	
3	ea.	191-01-04	8' Fiberglass Tangent Crossarms	121.64	364.92	
4	ea.	191-01-06	10' Fiberglass Tangent Crossarms	122.00	488.00	
2	ea.	191-03-04	8' Fiberglass Deadend Crossarms	259.01	518.02	
48	ea.	322-04-07	1/2"x1 1/2" Bronze Bolts	1.56	74.88	
48	ea.	370-01-06	1/2" Bronze Lock Washers	0.28	13.44	
96	ea.	370-02-06	1/2" Stainless Steel Washers	0.27	25.92	
48	ea.	381-04-01	1/2" Bronze Nuts	0.60	28.80	
			Total Page 4		\$ 30,457.82	\$ -
			Total Page 2 and 3 Brt Fwd		\$ 162,022.74	\$ -
					-	
			TOTAL (Pages 2, 3, 4)		\$ 192,480.56	\$ -

Estimated By: B. Miller

Date: 10/26/21

Page 4

HASTINGS UTILITIES, HASTINGS, NEBRASKA

Work Order No.: EL-188

B.I. No.: 2.33

B.I. Yr.: 2021/2022

MATERIAL ESTIMATE

Quantity		Stock Number	Description	Unit Price	Stock Material	New Material
11	lbs.	901-03-05	Ground Wire Staples	1.40	15.40	
15	ea.		H-Tap Compression Connector for 556.5	26.00	390.00	
18	ea.		556.5 Aluminum Two Bolt Terminal Lugs	18.00	324.00	
2	ea.	114-11-13	6" Fiberglass Elbows 90 60" Radius	201.18	402.36	
1	ea.		10KVA 7970/13800Y 120/240 1-Phase	701.92	701.92	
1	LS		Miscellaneous Tape, Wire, Connectors, ect.	#####	2,500.00	
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			Total Page 5		\$ 4,333.68	\$ -
			Total Page 4 Brt Fwd		\$ 192,480.56	\$ -
			TOTAL (Page 2, 3, 4, 5)		\$ 196,814.24	\$ -

Estimated By: B. Miller

Date: 10/26/21 Page 5

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: 11/18/2021 Event Name: Celebration of Lights
Contact Person: Randal Chick / Tammy Orthmann Phone: 402-469-0733 / 402-705-9094
Address: 301 S. Burlington, Hastings, NE 68901
Email: bidcra@gmail.com / downtownhastings@gmail.com Daytime Phone: 402-461-8415
Name of Organization Hosting Event: Business Improvement District
Type of Organization: Corporation ☐ LLC ☒ Other If Other, provide name: BID
Type of Event: Holiday lighting event with entertainment held on downtown city streets
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:

The Celebration of Lights is a holiday lighting event that kicks off the holiday season. The event includes entertainment from various community groups and includes food vendors, horse-drawn carriage rides, mini trains, a photo booth, and street artists. The individuals or groups with horse-drawn carriage rides, trackless mini train, and food vendors will be providing certificates of insurance listing the City of Hastings as an additional insured. Volunteers will begin placing street barricades to close off streets at approximately 2 pm.

Event Location: 2nd St. from Lincoln to St. Joseph, Hastings & Denver Avenue from 1st to 3rd 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

Event Start Time: 5:00 pm Start Time Needed to Set Up & Access Area (if applies): 2:00 pm
Event End Time: 7:30 pm Ending Time Needed to Clean up Area (if applies): 10:00 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.

Randal A Chick

10/28/2021

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)

10/22/2021

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 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 BRANT INSURANCE AGENCY, LLC 725 W 2 ND ST. HASTINGS, NE 68901	CONTACT NAME: JEB BRANT	
	PHONE (A/C. No. Ext): 402-463-3003 FAX (A/C. No.): 1-888-334-3003	
INSURED BUSINESS IMPROVEMENT DISTRICT FOR CITY OF HASTINGS 301 S BURLINGTON AVE HASTINGS, NE 68901	E-MAIL ADDRESS: JBRANT@SHELTERINSURANCE.COM	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: SHELTER INSURANCE COMPANIES	
	INSURER B: UNITED STATES LIABILITY INSURANCE CO	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY	X		NPP8754993	11/18/21	11/19/21	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC						PRODUCTS-COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	HIRED AUTOS	☐ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB	☐ OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE \$
	DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A					WC STATUTORY LIMITS ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTIONS OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE \$
							E.L. DISEASE-POLICY LIMIT \$

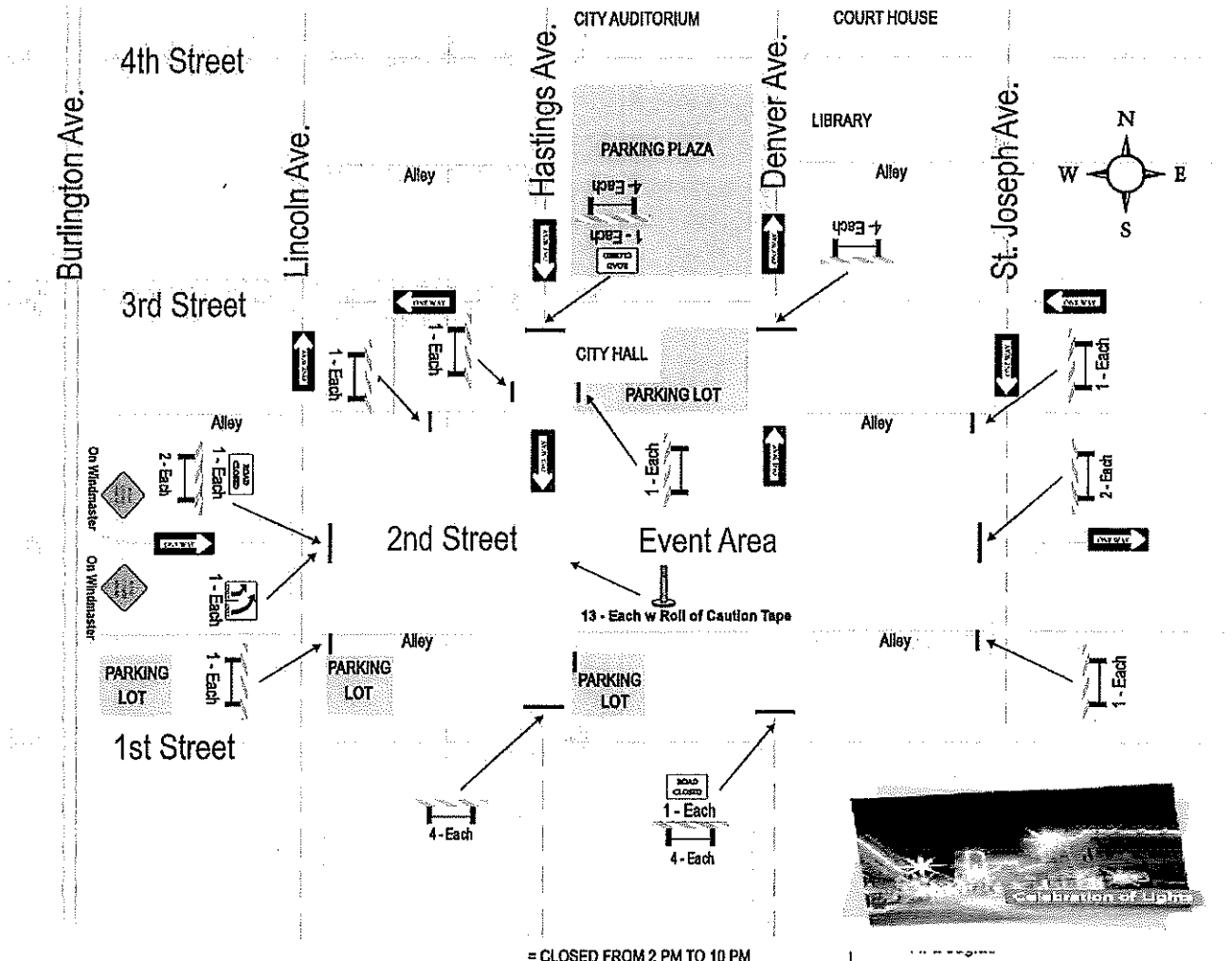
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: CELEBRATION OF LIGHTS

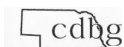
CERTIFICATE HOLDER IS ADDITIONAL INSURED FOR GENERAL LIABILITY IF REQUIRED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS. PRIMARY & NONCONTRIBUTORY STATUS IS GOVERNED BY THE TERMS & CONDITIONS OF THE INSURANCE POLICIES OF ALL PARTIES TO THE CONTRACT. WAIVER OF SUBROGATION APPLIES FOR GENERAL LIABILITY IF REQUIRED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS.

CERTIFICATE HOLDER CITY OF HASTINGS 220 N HASTINGS AVE. HASTINGS, NE 68901	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 

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= CLOSED FROM 2 PM TO 10 PM



REQUEST FOR CDBG PROJECT FUNDS for PROJECT activities (Excludes activity 0181 general administration)

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT

See Reverse Side for Instructions / Revised January 2017

☐ >= \$100,000 ☐ >= 25% Project ☐ Final Draw DED USE ONLY DED Reviewed By _____ Date _____	CDBG REQUEST form Project Acty	DED Date Stamp

Name of Local Government Grantee City of Hastings			Mailing Address 220 N. Hastings		City Hastings	State NE	ZIP 68901
CDBG Grant Number 18-ED-003	Federal Identification Number 47-6006221	DUNS Number 076980556	SAM Expiration Date 12/18/2021	Number sequence order includes Both general admin 0181 requests And project activity requests Int.1	DED Program Representative Dave Honz		

Part I – STATUS OF FUNDS (excludes reporting general administration activity 0181 funds)

1. Project Grant Funds Received to Date	\$0.00	<i>IMPORTANT</i> Complete Part II for all approved activities except 0181 (General Administration) even if funds are not requested.	6. Project Amount *	\$420,000.00
2. Add: Program Income Received to Date (exclude RLF)	\$99,734.89		7. Current Draw	(\$8,324.46)
3. Subtotal	\$99,734.89		8. 25% of Project	\$105,000.00
4. Less: Federal Project Funds Disbursed To Date (Must Agree To Total Of Part II, Line 3)	\$0.00		*CDBG funds ONLY Exclude General Admin (0181)	
5. Total: Project Federal Funds On Hand (Must Agree To Part II, Line 6)	\$99,734.89			

Part II – CASH REQUIREMENTS (excludes reporting general administration activity 0181 funds)

Activity Code Description <i>DO NOT INCLUDE ACTIVITY 0181 GENERAL ADMIN</i>	0700						TOTAL
	Direct						
	Financial						
1. Total Cash Requirements To Date for Project	\$193,603.85						\$193,603.85
2. Less: Local Funds Disbursed (includes RLF) (exclude Program Income)	\$101,411.54						\$101,411.54
3. Less: Federal Funds Disbursed (include Program Income) Total Must Agree To Part I, Line 4 (exclude RLF)	\$0.00						
4. Total Current Cash Requirements	\$92,192.31						\$92,192.31
5. Less: Unpaid Previous Request.							\$0.00
6. Less: Federal Funds On Hand (Must Agree To Part I, Line 5)							\$99,734.89
7. Net Amount of Federal Funds Requested** \$1,500 MINIMUM CDBG REQUEST. IF NOT FINAL DRAW, A REQUEST LESS THAN \$1,500 IS RETURNED AND NOT PROCESSED							(\$8,324.46)

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812). I also certificate that the amount of the request for federal funds is not in excess of current needs.

Signature of Authorized Official (Mayor/Board Chairman)	Typed Name of Authorized Official Corey Stutte, Mayor		Date
Signature of Authorized Official (Clerk/Treasurer)	Typed Name of Authorized Official Kim Jacobitz, Clerk		Date
Person Preparing Request for CDBG Funds Form Name: Lori Ferguson	Organization: SCEDD, Inc.	Telephone Number: 308.455.4770	Email: lorif@scedd.us
DEPARTMENT OF ECONOMIC DEVELOPMENT USE ONLY	AMOUNT APPROVED: \$ _____ TITLE: _____ INITIALS: _____ DATE: _____		

** If the Net Amount of Federal Funds Requested (Part II # 7) is greater/equal to the total project (excluding activity 0181) or \$100,000, submit a copy of the invoices for this request.

PLEASE REFER TO INSTRUCTIONS FOR ADDITIONAL GUIDANCE. **INCOMPLETE OR INCORRECT FORMS WILL NOT BE PROCESSED**

***To update calculations, either tab two(2) fields or click on a different field with your mouse.

INSTRUCTIONS – Revised September 2016
Request for CDBG Funds Project Activities only
Excludes activity 0181 General Administration
Nebraska Department of Economic Development

**CDBG
REQUEST
form
Project Acty**

General Instructions (ONLY ONE ORIGINAL OF THIS FORM IS REQUIRED TO BE SUBMITTED)

All entities receiving federal funds are required to have an active status with the System for Awards Management (SAM). If a grantee has more than one grant, funds must be requested separately. Carefully enter all requested information. You must double check addition and subtraction. **Incomplete or incorrect forms will not be processed.** Funds requested must reflect actual eligible cost incurred. Claim exact amounts on each reimbursement down to the penny on the reimbursement request.

Where the Net Amount of Federal Funds Requested (Part II #7) is greater or equal to 25% of the total project (exclusive of 0181 activities) or \$100,000, grantee must submit a copy of the source documentation. For additional guidance, please review CDBG Policy 15-01 and Chapter 12 – Financial of the most current CDBG Manual.

With the exception of the final draw, there is a **\$1,500 MINIMUM** request for project activities (non-general administration).

Identifying Information

The top portion of the Request for CDBG Funds will be completed with the appropriate identifying information.

- CDBG Grant Number is the number assigned to each grant in the Notice of Approval for CDBG Funds.
- SAM Expiration Date Federal System for Awards Management registrant expiration date to receive payment of federal funds.
- Request for CDBG Funds Number - Each request for funds will be sequentially numbered by the grantee, includes draw requests for both general administration and project activities. For example: If the first draw request is for general administration, it is number 1. If the second draw request is for project activities (non-general administration), it is number 2. If the following draw, third draw request for the grant, is for general administration, it is number 3. If the next draw request is for project activities, it is number 4. When separate draw requests for general administration and project activities are submitted at the same time, number each draw request in sequence based on the signature date by the authorized officials, always numbering from the most recent draw request number. If a local government has received more than one CDBG grant, requests for funds will be numbered sequentially for each grant.

Status of Funds – EXCLUDE GENERAL ADMINISTRATION ACTIVITY 0181

Part I of the Request for CDBG Funds form will provide the status of CDBG funds for the grant.

- Line 1 List all CDBG funds received to date for this grant.
- Line 2 Add program income received from activities related to the grant (exclude program income designated for revolving loan funds).
- Line 3 Subtotal lines 1 and 2.
- Line 4 Subtract all disbursements of CDBG funds to date (MUST agree to total of Part II, Line 3).
- Line 5 Federal funds on hand should reflect CDBG funds which have not been disbursed.
- Line 6 Enter the total CDBG project cost excluding the general administration activity.
- Line 7 Enter the current drawdown request total (Must agree to total of Part II, Line 7.)
- Line 8 Enter 25% of the total project cost (Part I, Line 6 * .25).

Cash Requirements – EXCLUDE GENERAL ADMINISTRATION ACTIVITY 0181

Part II of the Request for CDBG Funds form will provide information on the grantee's cash requirements. Requests for funds are to be submitted only as funds are needed for immediate disbursement. It is anticipated that local governments should receive funds within 2 weeks from the date the request is received in DED. Enter the amounts for each approved activity. Identify the activities by entering the activity code and activity name (as shown in the Sources and Uses Section of the grant contract) above each column. Be sure to complete Part II for all approved activities even if funds are not requested for all activities. Enter totals to the right of each row and at the bottom of each column. Do not include general administrative activity 0181. There is a separate form 0181 for requesting general administration CDBG costs.

- Line 1 Enter the total of all cash requirements to date. This amount should be equal to all expenditures paid to date plus cash needed to meet immediate cash obligations.
- Line 2 Subtract all local matching or other funds disbursed. (Include program income designated for revolving loan funds from prior grants for same activities.) This will include local funds already expended and local funds, which will be expended to meet line 1. Line 3 Subtract federal funds applied (include program income). The total of this row must equal the amount shown on Part I, Line 4.
- Line 4 Subtotal by subtracting lines 2 and 3 from line 1. This amount should be equal the amount of federal funds needed for immediate cash obligations.
- Line 5 Subtract the amount of any previous Request for CDBG funds, which has not yet been received.
- Line 6 Subtract the amount of federal funds on hand. This amount must equal the amount on Line 5, part I.
- Line 7 The net amount of federal funds requested is determined by subtracting lines 5 and 6 from line 4. This should be the amount of CDBG funds needed (when added to CDBG funds on hand and CDBG funds requested but not yet received) to meet immediate cash obligations.

Signatures of both the Mayor/Board Chairperson and the Clerk/Treasurer are necessary to process the Request for CDBG Funds. Signatures must agree to authorization signatures submitted to DED on the Authorization to Request Community Development Block Grant Funds. After signing and dating the Request for CDBG Funds, the grantee should retain a copy of the form and mail (no FAX or email) the single original to:

CDBG, Nebraska Department of Economic Development, P.O. Box 94666, Lincoln, Nebraska 68509-4666

INCOMPLETE OR INCORRECT FORMS WILL NOT BE PROCESSED.

Submitted By: Lori Ferguson
South Central Economic Development District, Inc.
Date Submitted: October 29, 2021

Council Meeting Date: November 8, 2021
Project: 18-ED-003
Agenda Item: Approve Draw Request

AGENDA ITEM SUMMARY SHEET

Description of Agenda Item:

Agenda Item #___: Approval of Claim from SHABRI, LLC for \$92,192.31, first project draw of CDBG 18-ED-003. This will be paid from City of Hastings Program Income, transferred to HEDC's NDO to be loaned to SHABRI, LLC.

- The City of Hastings is the grantee for Community Development Block Grant (CDBG) 18-ED-003, the 2018 CDBG Project for SHABRI, LLC. Per grant requirements, this claim must be listed on the City Council agenda and formally approved.
- SHABRI, LLC has \$361,876.35 of verified expenditures toward their project; SHABRI, LLC match requirement is 47.6%. The State is allowing two draws for this project. This first draw is a proportional draw (53.5%) based on job creation (3.21 of 6 FTE) as of 9/30/2021, equaling **\$92,192.31**.
- Per CDBG 18-ED-003 Memorandum of Understanding Source and Use of Funds, City of Hastings CDBG Program Income available at the time of any claim request must first be utilized in the project. As of October 15, 2021, the City had on hand program income of \$99,734.89.
- Based on this claim, the City of Hastings will transfer **\$92,192.31** to the Hastings Economic Development Corporation (HEDC) Non-profit Development Organization (NDO), to be loaned to SHABRI, LLC.

Names of People/Businesses affected by this action:

City of Hastings, Hastings Economic Development Corporation (HEDC), South Central Economic Development District (SCEDD), the Nebraska State Department of Economic Development (DED), SHABRI, LLC

Why is Council action required? The City of Hastings is the CDBG grant recipient. Per Nebraska Department of Economic Development regulations all grant-related payments must be listed separately on the City Council agenda and formally approved.

Type of action requested: (Ordinance, Resolution, Motion) Motion

Suggested Motion: Approve

Are there any deadlines associated with this action? No

City Administrator Comments:

Department: Development Services
Staff Contact: Lisa Parnell-Rowe
Council Meeting Date: 11/8/2021

AGENDA ITEM SUMMARY SHEET

Description of Item:

Public hearing to formalize and amend the area included in the Planned District Development Plan for Cimarron Meadows Subdivision, including undeveloped property generally located west and southwest of Walmart, south of 42nd Street West and northeast of Fisherman Lane in Adams County, Nebraska.

Approve Resolution No. 2021-53 for an amended Planned District Development Plan for Engel Construction Company, including undeveloped property generally located west and southwest of Walmart, south of 42nd Street West and northeast of Fisherman Lane in Adams County, Nebraska.

Names of People/Business affected by this action:

The applicant, the City of Hastings and the county.

Why Council action is required:

Neb. Rev. Stat. 19-902 provides the city council shall receive the advice of the planning commission before taking definite action on any contemplated amendment, supplement, change, modification, or repeal, and no such regulation, restriction, or boundary shall become effective until after separate public hearings are held by both the planning commission and the city council in relation thereto, at which parties in interest and citizens shall have an opportunity to be heard. Notice of the time and place of such hearing shall be given by publication thereof in a legal newspaper in or of general circulation in such municipality at least one time ten days prior to such hearing.

Neb. Rev. Stat. 19-404 requires that ordinances be passed by the City Council on three readings, unless three-fourth of the City Council members vote to suspend this requirement.

Type of action requested:

Resolution

Suggested motion:

Approve Resolution No. 2021-53 for an amended Planned District Development Plan for Engel Construction Company, including undeveloped property generally located west and southwest of Walmart, south of 42nd Street West and northeast of Fisherman Lane in Adams County, Nebraska.

Deadlines associated with action:

A Cimarron Meadows 12th Addition by final plat and an updated preliminary plat will be processed in the near future.

Department head comments:

The northeastern portion of Cimarron Meadows Subdivision has a planned district overlay. This subdivision carries a base district zoning of C-3. Together, this is a zoning district we refer to as CP-3. The base district of C-3 is characterized as inclusive of those areas which are heavily exposed to automobile traffic and which have been developed for general commercial uses. This area was rezoned to CP-3 under Ordinance 4587 on April 22nd 2019. At this same time, a Development Plan was proposed for this area to allow for deviations to setbacks. This amendment is being made to: 1) formalize that Development Plan that was only proposed as part of a staff report but had not been documented in a formal Resolution. 2) Remove areas that had been previously zoned as CP-3 by mistake. These areas were rezoned back to the appropriate zoning of R-1 in Ordinance No. 4666 on June 14, 2021, and in Ordinance No. 4679 on September 27th, 2021.

The Development Plan was documented by my predecessor in a staff report dated March 18, 2019. This development plan will predominantly remain the same as staff finds this development plan necessary for the type of housing that has been proposed to the east side of Fisherman Lane and north of Outrigger Avenue on platted lots 1-5 in Cimarron Meadows 11th Addition. However, Staff does note that though the original staff report states minimum lot width and area were not met with R-1, these 2 items do not necessarily deviate once rezoned to the base district zoning of C-3 and are therefore not conditions or noted deviations in the Development Plan. Only the allowance of buildings grouped in clusters and the existing deviations in setback requirements are conditions noted in this Development Plan. Though the existing housing on lots 1-5 has met setbacks, as Mr. Engel moves north and final plats the Cimarron Meadows 12th Addition, staff knows from reviewing previous DRAFT building plans and the DRAFT Cimarron Meadows 12th Addition plat, that this same housing will likely continue to follow Fisherman Lane frontage in the remaining lots (proposed in this draft Cimarron Meadows 12th Addition plat as lots 1-7) until it reached Badger Lane. The northern-most side yard setback will become as little as a zero in some places. Similar housing will also wrap around and fill into the north of this area which fronts off of 38th Street in lots that will also require as little as a zero-side yard setback requirement. As the development moves south down Outrigger Lane with more lots, this zero-side yard requirement gradually occurs again on the northern side. A copy of this building plan, though in draft form and not necessarily the final footprint, shows this requirement. There are also floodplain areas within this area that will make building more challenging.

Staff recommends the following side yard setback standards:

For residential one- and two- unit structures, side yards may vary between 0 and 16 feet on each side, but need not exceed 25 feet combined;

For commercial structures, the side yard setback standard shall be 0 feet; however, if the building is set back from the property line it shall be a minimum of 5 feet, and if abutting a strictly residential use, the side setback shall be a minimum of 10 feet. For the purposes of side yard

setbacks, mixed-use buildings should be considered commercial.

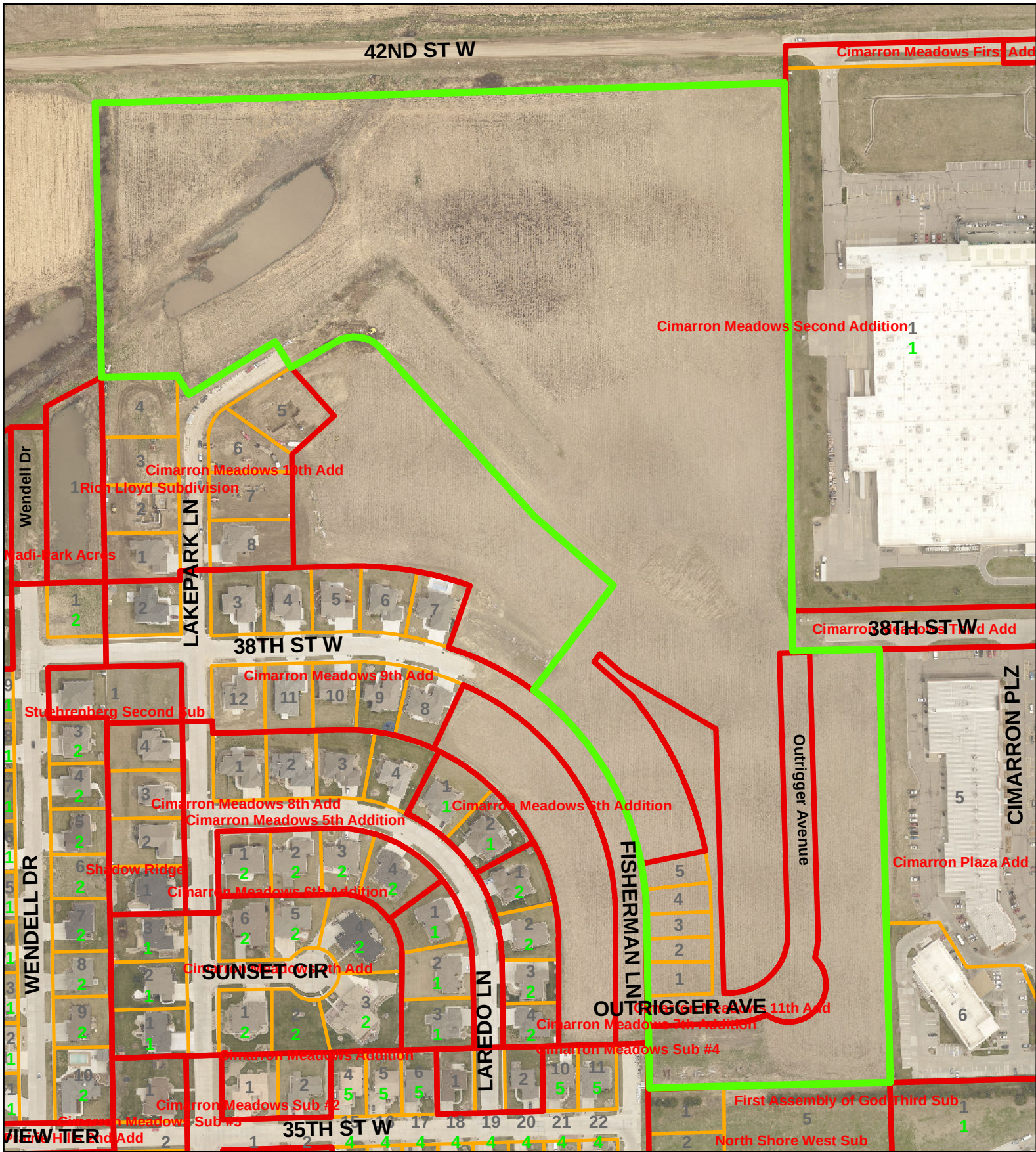
The future land use designation in *Imagine Hastings* is Mixed Use-Neighborhood, which supports the proposed development and the zoning in this area as CP-3 since the base C-3 district allows for both residential and commercial uses.

Overall, the proposed development density and use would provide a desired transitional development pattern from the single-family uses to the west, to commercial uses to the east. The Development Plan also provides for leniency in the floodplain that circulates throughout this area.

The Planning Commission reviewed on October 19, 2021 and voted 8-0 to recommend approval.

City Administrator comments:

Recommend approval



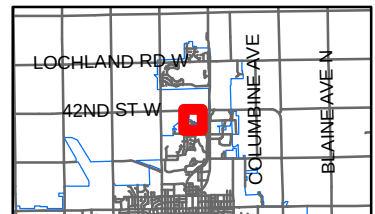
Legend

Notes

- CP-3 Development
- Subdivision
- Legal Lots

CP-3 Development Plan

A tract of land located in the Northeast Quarter of Section 36, Township 8 North, Range 10 West, Adams County.



-the need for more flexible development standards for the immediate residential product in order to address variable side yard setbacks and smaller lot sizes,

-the need to maintain flexibility in the northern blocks adjacent to 42nd Street for potential development to include a combination of neighborhood commercial and compact residential, or traditional mixed-use.

Specific reasons for the zone change are based on the following factors:

The requirements for R-1 Single family are a minimum lot area of 7,000 sf, side yard setbacks of 7' or 10%, and a minimum lot width of 70'.

As depicted on the Cimarron Meadows 11th Addition plat filing, the subject property exhibits an average lot area of 7,271 sf, side setbacks at 0' and 16' respectively, and an average lot width of 51', where most lots are less than 50'. Considering these criteria, the R-1 base designation is inadequate.

In a C-3 Commercial Business Planned district, residential uses require a minimum lot area of 6,000 square feet.

Side yard setbacks are the primary concession from the base district standards. In this development, staff recommends the following side yard setback standards:

X For residential one- and two- unit structures, side yard may vary between 0 and 16 feet on each side, but need not exceed 25 feet combined;

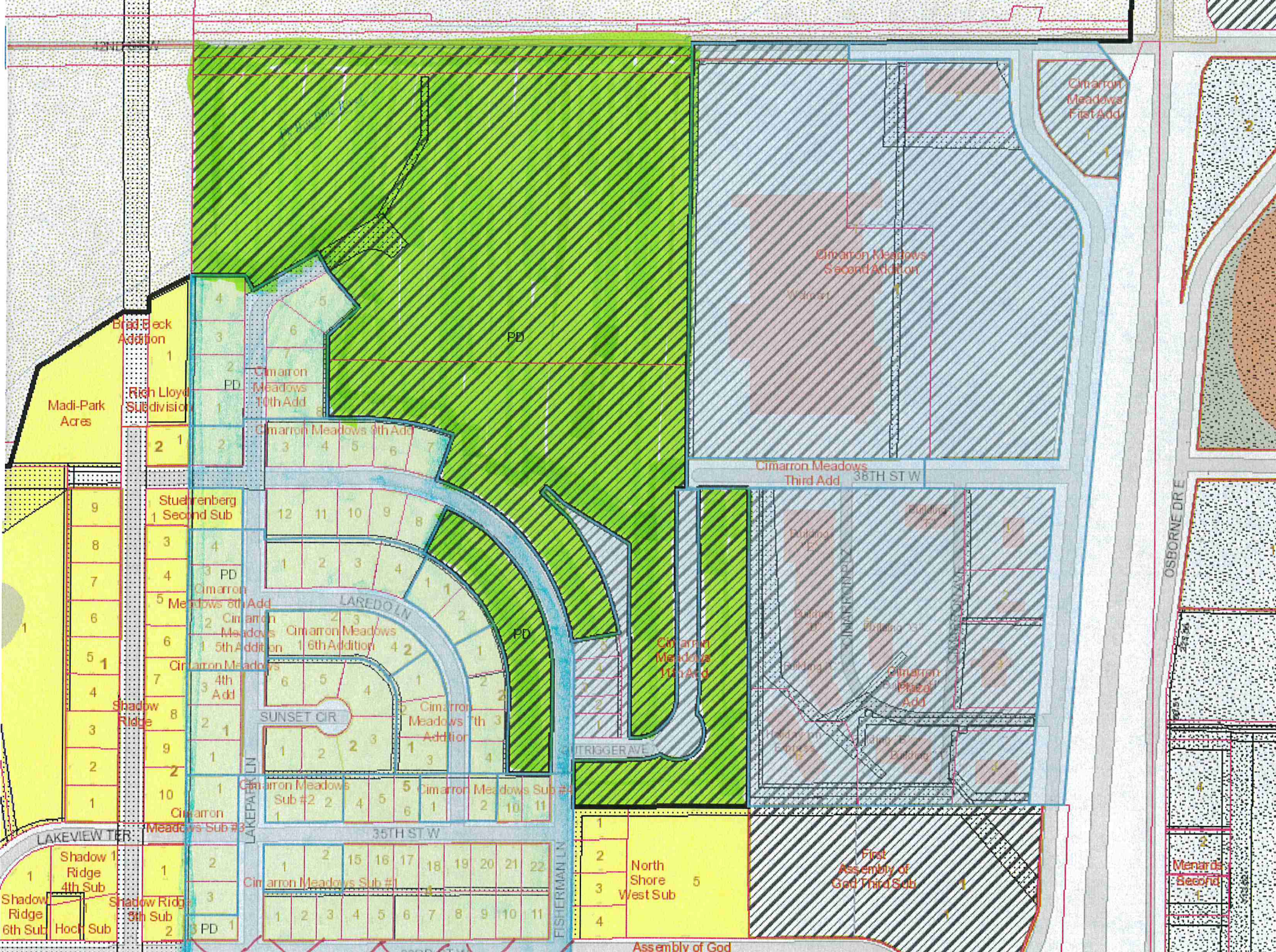
X For commercial structures, side yard shall be 0 feet, however if the building is set back from the property line it shall be a minimum of 5 feet, and if abutting a strictly residential use the side setback shall be a minimum of 10 feet. For the purposes of side yard setbacks, mixed-use buildings shall be considered commercial.

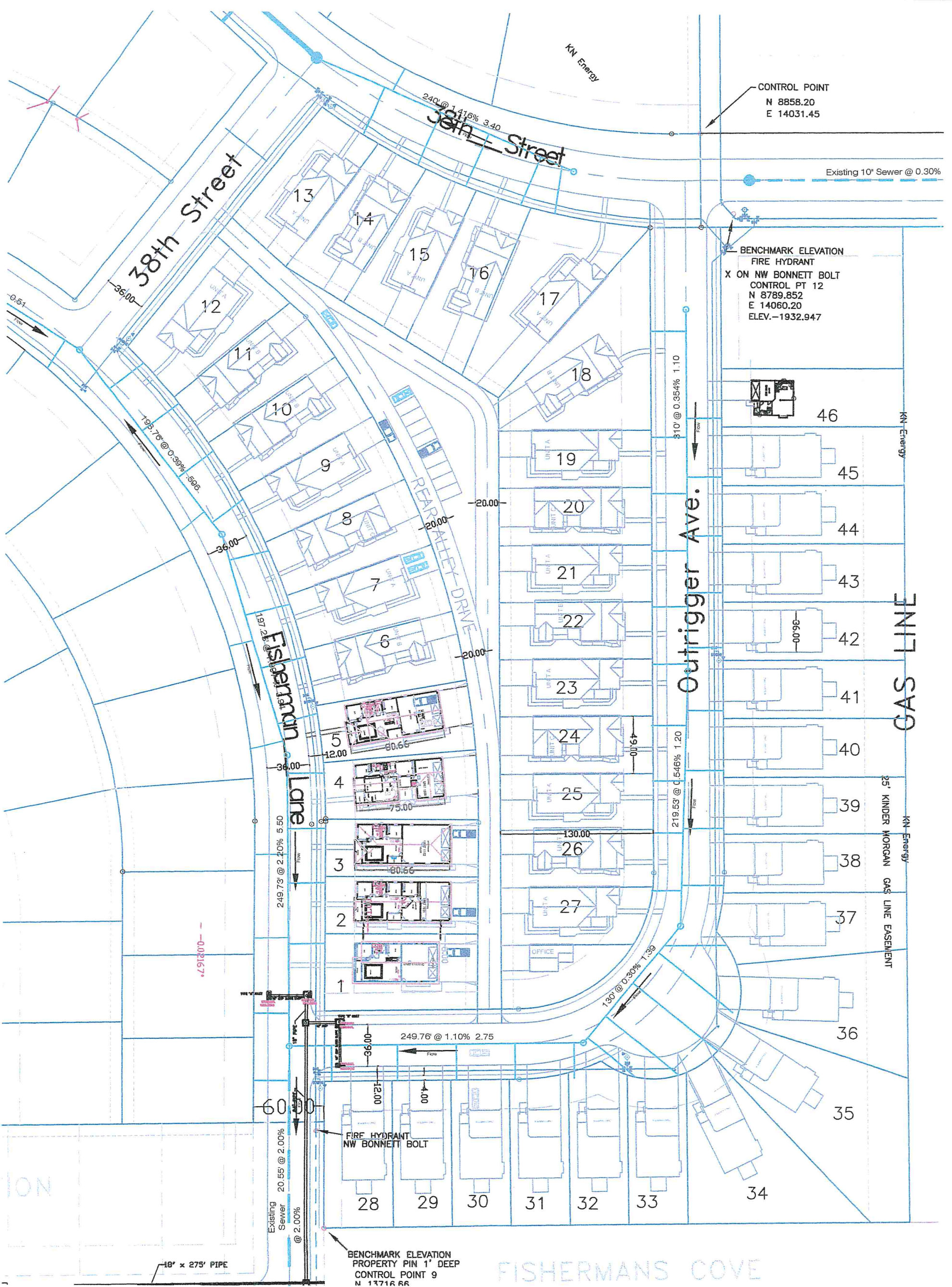
Future land use designation in Imagine Hastings is Mixed Use - Neighborhood, which supports the proposed development. Surrounding zoning is A Agricultural to the north, R-1 Single Family Residential to the south and west, and C-3 Commercial Business to the east.

Overall, the proposed development density and use would provide a desired transitional development pattern from the single-family uses to the west to the commercial uses to the east.

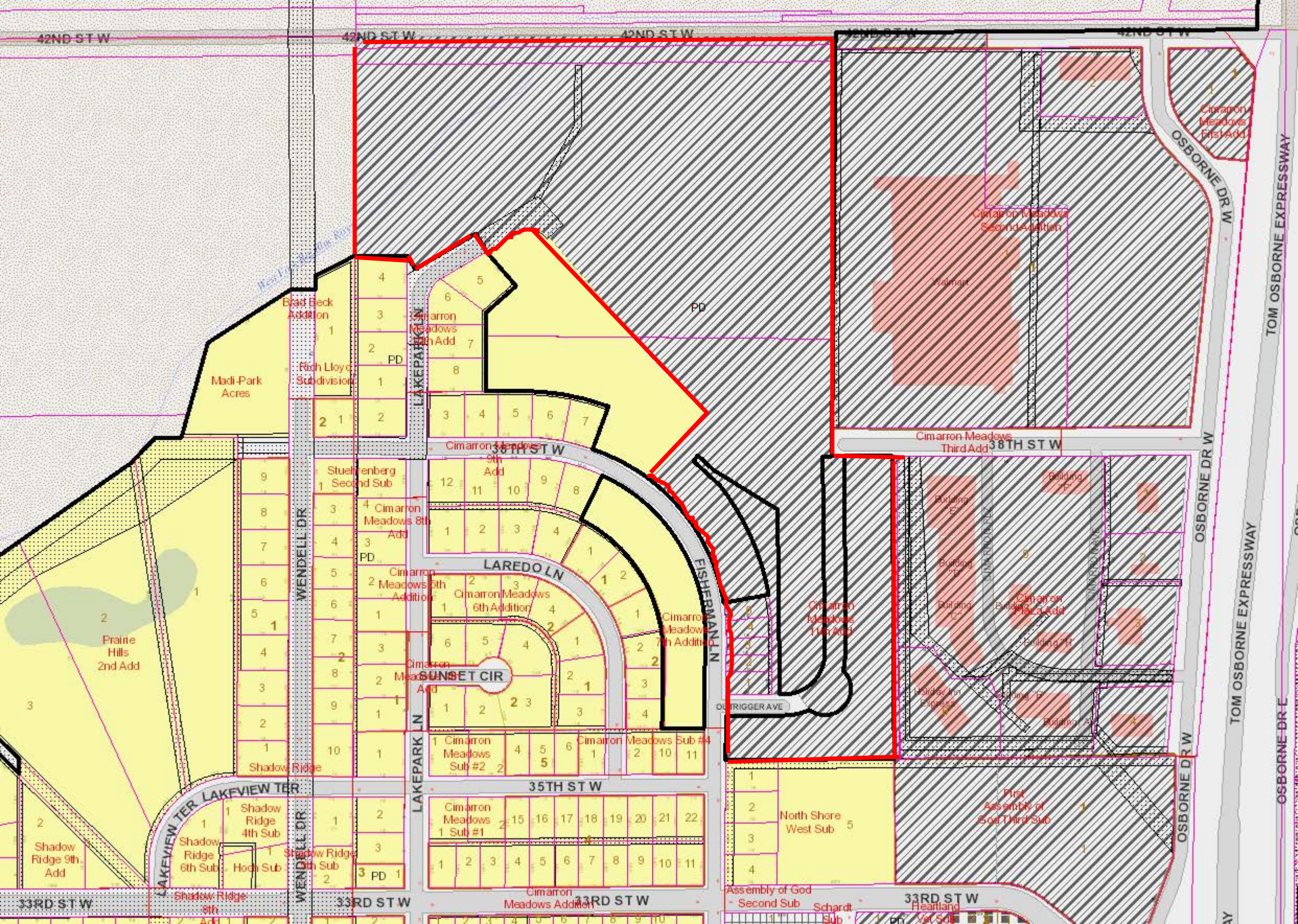
Recommendation:

Staff supports a recommendation to approve the zone change for Cimarron Meadows 11th





3405 SOUTH VALLEY ROAD	HASTINGS, NE. 68901
DENNIS ENGEL	BEN ENGEL
PHONE: (402) 461-8256	PHONE: (402) 984-5961



RESOLUTION NO. 2021-53

WHEREAS, the City of Hastings Municipal Code establishes regulations, requirements, and specific conditions for approving development plans for planned districts which have been designated by ordinance approved by the Mayor and City; and

WHEREAS, applicant Engel Construction Inc., a Nebraska Corporation has submitted an application for the approval of a Development Plan to amend Planned District CP-3, Commercial Business District with a Planned District Overlay, for property generally located west and southwest of Walmart, south of 42nd Street West and northeast of Fisherman Lane in Adams County Nebraska, and which property is described as:

The Northeast quarter of Section 36, Township 8 North, Range 10 West of the 6th P.M., in the City of Hastings, Adams County, Nebraska, being described as follows:

Commencing at the Northwest corner of said Northeast quarter of Section 36; thence S00°10'17"E (assumed bearing) on the West line of said Northeast quarter, a distance of 80.00 feet to the South line of 42nd Street, this being the point of beginning; thence continuing S00°10'17"E on said West line a distance of 550.41 feet to the Northwest corner of Lot Four (4) Cimarron Meadows 10th Addition to the City of Hastings; thence N89°12'04"E on the North line of said Lot Four (4), a distance of 150.00 feet to the Northeast corner of said Lot Four (4), thence S30°33'24"E a distance of 43.83 feet to the north line of Lakepark Lane; thence N59°26'36"E on the North line of Lakepark Lane, a distance of 200.78 feet; thence S30°33'24"E, a distance of 60.00 feet to the Northwest corner of Lot Five (5), of said Cimarron Meadows 10th Addition; thence N59°26'36"E a distance of 106.86 feet to the beginning of a curve concave to the Southwest having a radius of 70.00 feet and a central angle of 79°03'26"; thence Southeasterly on said curve, the chord of which bears S81°01'41"E, an arc distance of 96.58 feet; thence S41°29'57"E, a distance of 453.19 feet; thence S47°56'31"E, a distance of 206.29 feet; thence S38°18'19"W, a distance of 261.00 feet to the beginning of a curve concave to the Southwest having a radius of 570.00 feet and a central angle of 51°34'20"; thence Southeasterly on said curve, the chord of which bears S25°54'31"E, an arc distance of 513.06 feet; thence S00°01'18"E, a distance of 346.70 feet to the north line of North Shore West Subdivision; thence N89°12'05"E, on said north line, a distance of 497.76 feet to the west line of Cimarron Plaza Addition; thence N00°40'43"W, on said west line, a distance of 854.59 feet to the South line of 38th Street; thence S89°12'04"W, on said south line, a distance of 171.94 feet to the west line of Cimarron Meadows Second Addition extended south; thence N00°40'45"W, on said west line, a distance of 1128.09 feet to the south line of 42nd Street; thence S89°19'16"W, on said south line, a distance of 1367.26 feet to the point of beginning.

WHEREAS, the Planning Commission and City Council have conducted public hearings as required by law and recommended approval of the Development Plan with certain conditions to be attached to this Resolution;

NOW THEREFORE, in consideration of the foregoing recitals, the Mayor and City Council of the City of Hastings, Nebraska, hereby approve the Development Plan and the recommended conditions, and further do hereby adopt the following resolution:

BE IT RESOLVED by the Mayor and City Council of the City of Hastings, Nebraska, does hereby approve the Development Plan for the above described property subject to the following conditions:

1. Except as set forth herein all construction should comply with the base district standards. Within the area subject to the Development Plan the side yard setbacks set forth herein shall be allowed as follows:

For residential one- and two- unit structures, side yards may vary between 0 and 16 feet on each/side, but need not exceed 25 feet combined;

For commercial structures, the side yard setback standard shall be 0 feet; however, if the building is set back from the property line it shall be a minimum of 5 feet, and if abutting a strictly residential use, the side setback shall be a minimum of 10 feet. For the purposes of side yard setbacks, mixed-use buildings should be considered commercial.

2. Allowance of buildings grouped in clusters.

PASSED AND APPROVED this 8th day of November, 2021.

Corey Stutte, Mayor

ATTEST:

Kimberly S. Jacobitz, City Clerk

(S E A L)

Approved as to form: _____
Clint Schukei, City Attorney

AGENDA ITEM SUMMARY SHEET

Description of Item:

Public hearing regarding an amendment to the City of Hastings Comprehensive Plan Future Land Use Map by changing future zoning for property generally located in the southern portion of the block between Lincoln Avenue South, Hastings Avenue South and I Street from Urban Residential to Commercial/Retail.

Approval of Ordinance No. 4684 amending the City of Hastings Comprehensive Plan Future Land Use Map by changing future zoning for property generally located in the southern portion of the block between Lincoln Avenue South, Hastings Avenue South and I Street from Urban Residential to Commercial/Retail.

Names of People/Business affected by this action:

Property owner, buyer, neighbors, and citizens of the City of Hastings.

Why Council action is required:

Neb. Rev. Stat. 19-404 requires that ordinances be passed by the City Council on three readings, unless three-fourths of the City Council members vote to suspend this requirement.

Type of action requested:

Ordinance

Suggested motion:

Approval of Ordinance No. 4684 amending the City of Hastings Comprehensive Plan Future Land Use Map by changing future zoning for property generally located in the southern portion of the block between Lincoln Avenue South, Hastings Avenue South and I Street from Urban Residential to Commercial/Retail.

Deadlines associated with action:

A request for rezone of a portion of this area from R-3 Multiple Family Residential to C-3, Commercial Business will follow if FLU change is approved.

Department head comments:

Staff first reviewed this matter when initially approached about a potential nursery use for this area with a workshop/garage to be used for storage and maintenance. A change in use for a portion of this area for a nursery would require a rezone as *R-3, Multiple Family Residential* does not permit the use of a nursery. Staff had initially considered a residential rezone to R-1 and R-1A from its

current zoning, which would then require a Conditional Use Permit. However, when this was taken to our Engineering Review group, it was discovered that this area has had a long history of not developing due to the fact that the southern-most section of the sewer main off of Hastings Avenue South would still need to be extended in order for the lots on the east side of this block to be fully developed. The costs for developers looking to build residential homes in this area have always exceeded the benefits as it has been too pricey.

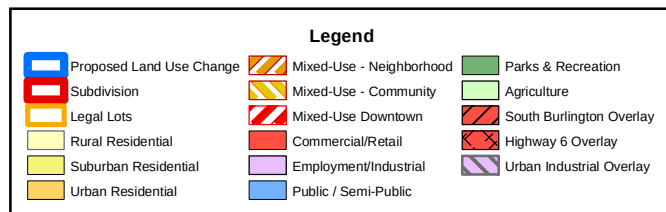
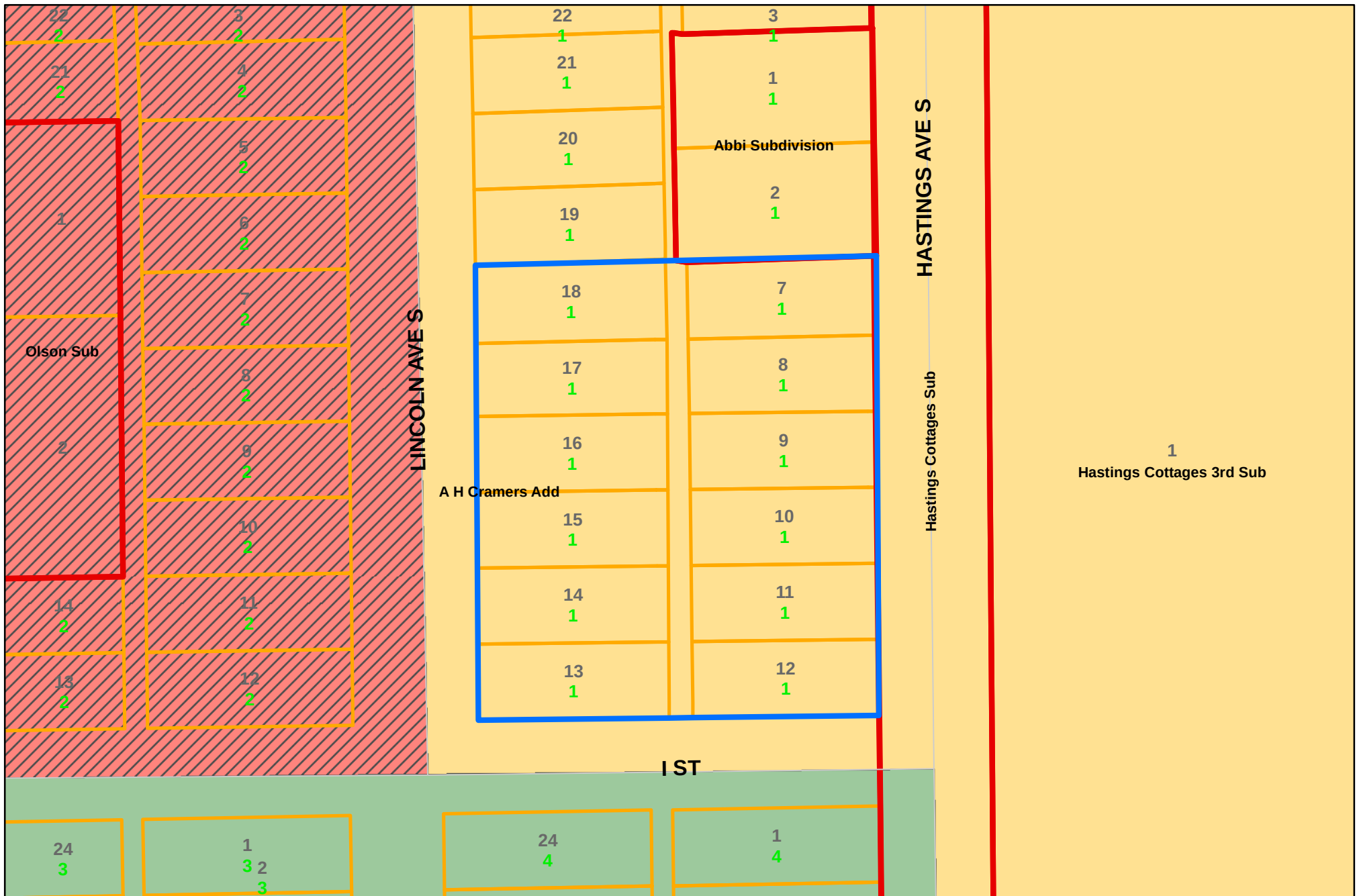
In reviewing the surrounding area, aside from the north-eastern area where there is multiple family zoning, the vast majority of this area is currently zoned *C-3, Commercial Business*. West, northwest and southwest are all zoned *C-3, Commercial Business*. To the south and southwest we have our City Lincoln Park (zoned *R-1, Single Family Residential* by default) and then to the southwest we have more *C-3* where one of our City Fire Stations is located. Comparing this then to what we have slated for the future, in our Comprehensive plans Future Land Use (FLU) map, and taking into consideration that we also have not been able to make anything happen on this land in a residential nature due to the utility's requirements, it would seem that this particular area would be better designated in our future for Commercial/Retail. Changing the FLU zoning for this area to Commercial/Retail would simply extend that use a bit further east from the Commercial Corridor lining Burlington Avenue and make this area more attractive to a commercial developer. A commercial developer looking to invest in a larger structure that would be used for business profit may see the benefit of eventually adding the required infrastructure into this area. Meanwhile, there is a potential buyer who would have an opportunity to place a low impact nursery as a permitted use in this area, which Staff feels would be a nice use of this area, since it would only require water which is fully extended, unlike the sewer.

In summary, this area is currently identified in the FLU for urban residential use and has remained undeveloped to date. It is clear that this land will remain undeveloped if it remains residentially designated. In changing the FLU we are allowing for a use that fits into the character of this area. The proximity of Lincoln Park to this area makes this a good spot for a nursery that would extend that look and feel of open space while still bringing greater economic opportunities to the community. Therefore, changing this area to more appropriately match what it is showing to develop in the surrounding areas establishes a more accurate map for not only the immediate development opportunities but also for any future commercial development opportunities.

Planning Commission reviewed on October 19, 2021 and voted 8-0 to recommend approval.

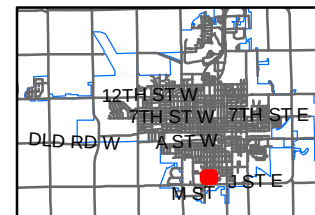
City Administrator comments:

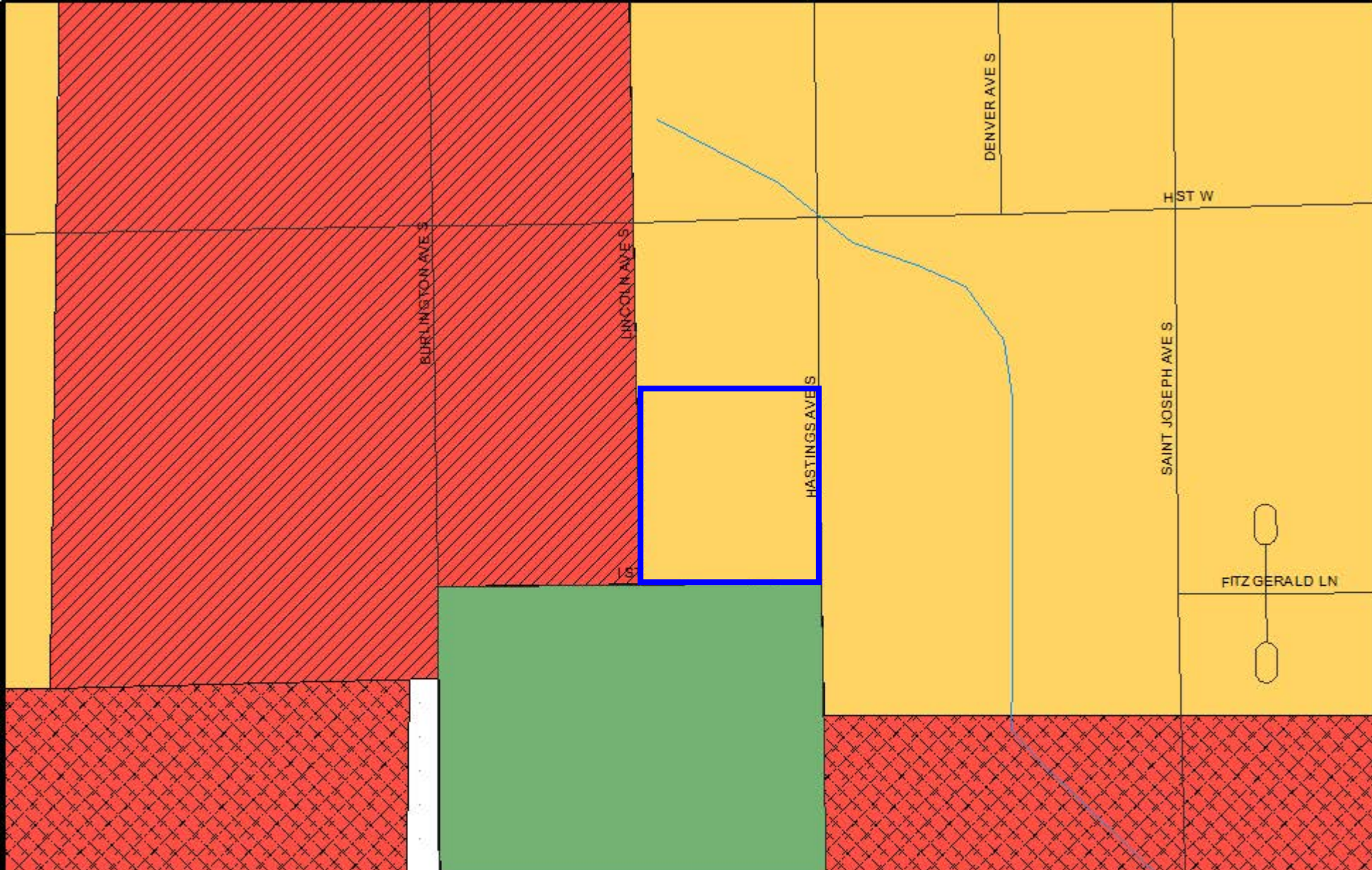
Recommend approval



Future Land Use Change Urban Residential to Commercial/Retail

Lots 7 (Seven) through 18 (Eighteen), Block 1 (One), A.H. Cramer's Addition
AND the vacated Alley adjacent to said lots





Future Land Use

City of Hastings, Nebraska

0 100 200 400 Feet

Land Use:

- Rural Residential
- Suburban Residential
- Urban Residential

- Mixed-Use - Neighborhood
- Mixed-Use - Community
- Mixed-Use Downtown
- Commercial/Retail
- Employment/Industrial

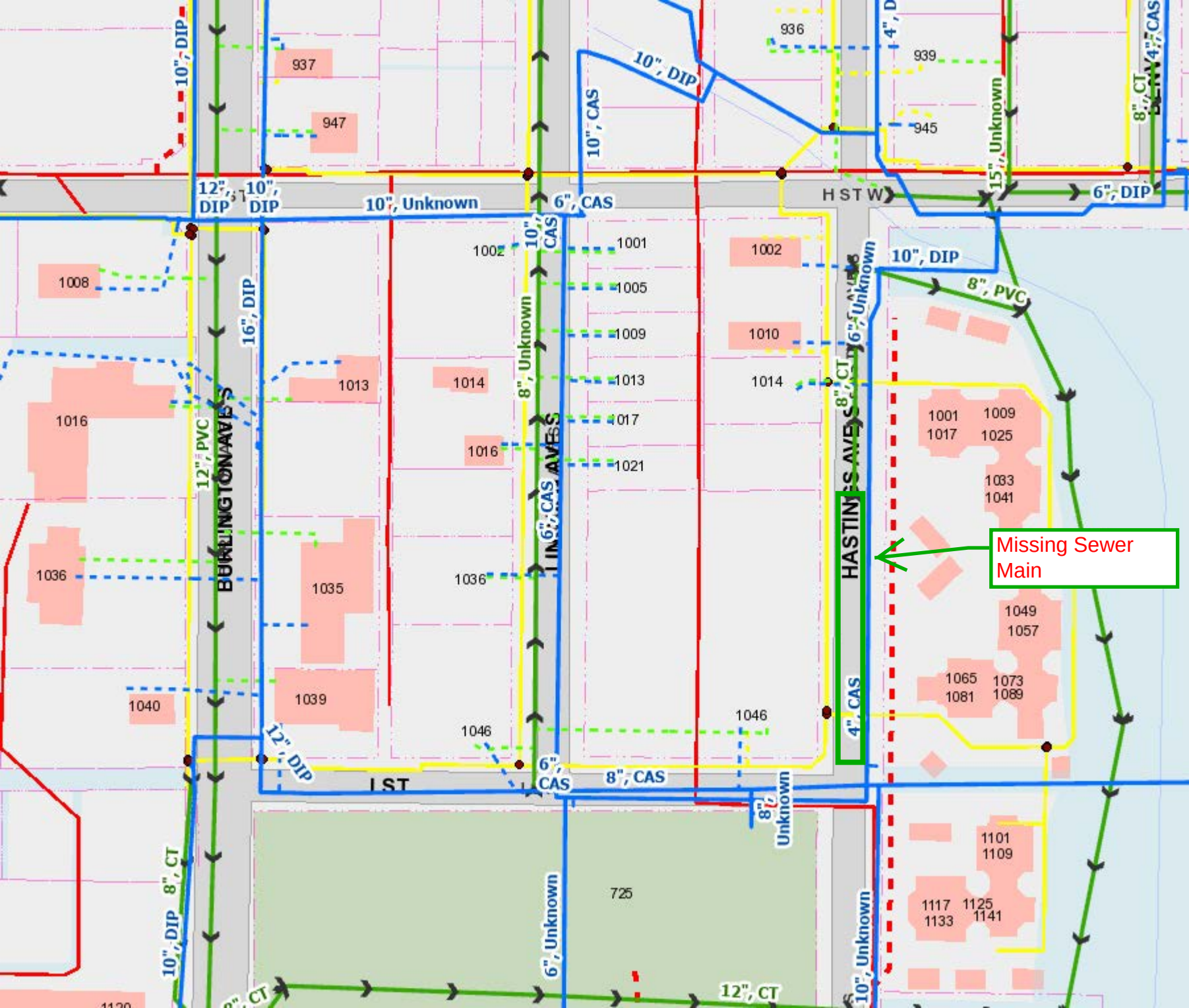
- Public / Semi-Public
- Parks & Recreation
- Agriculture

Overlay Districts:

- South Burlington Overlay
- Highway 6 Overlay
- Urban Industrial Overlay

- Floodplain
- City Boundary
- ETJ Boundary





ORDINANCE NO. 4684

AN ORDINANCE OF THE CITY OF HASTINGS, NEBRASKA, TO AMEND THE CITY OF HASTINGS COMPREHENSIVE PLAN FUTURE LAND USE MAP TO CHANGE CERTAIN PROPERTY DESIGNATED LAND USE FROM “URBAN RESIDENTIAL” TO “COMMERICAL/RETAIL”; TO REPEAL ANY ORDINANCE IN CONFLICT HEREWITH; AND TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

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

SECTION 1. That the following described real estate described as;

Lots 7 (Seven) through 18 (Eighteen), Block 1 (One), A.H. Cramer’s Addition to the City of Hastings, Adams County, Nebraska AND the vacated Alley adjacent to said lots.

which is currently designated on the City Hastings Comprehensive Plan Future Land Use Map as “Urban Residential” shall be designated as “Commercial/Retail” for the real estate described above.

SECTION 2. That the Official City of Hastings Comprehensive Plan Future Land Use Map shall be changed in accordance with the foregoing provisions.

SECTION 3. That any ordinance passed and approved prior to the passage of this ordinance, and in conflict with its provisions, is hereby repealed.

SECTION 4. 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 8th day of November, 2021.

ATTEST:

Corey Stutte, Mayor

Kimberly S. Jacobitz, City Clerk

(S E A L)

APPROVED TO FORM:

Clint Schukei, City Attorney

AGENDA ITEM SUMMARY SHEET

Description of Item:

Public hearing regarding Ordinance No. 4674 to amend City Code sections 34-103, 34-200 and 34-404 to add language for a Temporary Use Permit and amend Uses and Districts Table to include restaurants, mobile vendors, temporary structures, recreational and temporary recreational vehicles. Temporary Use Permit will allow for administrative approval/processing of temporary structures, mobile vendors and recreational vehicles with regard to longer-term stays at campgrounds and mobile home parks during times of economic development.

Approval of Ordinance No. 4674 to amend City Code sections 34-103, 34-200 and 34-404 to add language for a Temporary Use Permit and amend Uses and Districts Table to include restaurants, mobile vendors, temporary structures, recreational and temporary recreational vehicles. Temporary Use Permit will allow for administrative approval/processing of temporary structures, mobile vendors and recreational vehicles with regard to longer-term stays at campgrounds and mobile home parks during times of economic development.

Names of People/Business affected by this action:

The residents of Hastings, businesses and mobile vendors, the City, County and all citizens of the City of Hastings and surrounding counties.

Why Council action is required:

Amendments to the zoning map, the text of Chapter 34 Zoning, or any part of the Comprehensive Plan may be made after a public hearing by the Planning Commission. Upon the final hearing of such application, the Commission shall approve or deny the same and a report of such action, together with a recommendation for final approval or denial, shall be made by the Commission to the City Council (34-801).

Type of action requested:

Ordinance

Suggested motion:

Approval of Ordinance No. 4674 to amend City Code sections 34-103, 34-200 and 34-404 to add language for a Temporary Use Permit and amend Uses and Districts Table to include restaurants, mobile vendors, temporary structures, recreational and temporary recreational vehicles. Temporary Use Permit will allow for administrative approval/processing of temporary structures, mobile vendors and recreational vehicles with regard to longer-term stays at campgrounds and mobile home parks during times of economic development.

Deadlines associated with action:

Not applicable

Department head comments:

The proposed Code amendment is to add a much needed temporary use permit (TUP) that would allow Staff to address a variety of temporary uses through a zoning development permit that would be administratively approved following an internal review of a submitted site plan and narrative for each use by key City department personnel, including but not limited to Engineering, Utilities, Planning and Zoning, Fire, Building and Police. There are 3 types of TUPs that can be applied for within this permit structure: Recreational vehicles in mobile home parks or recreational campgrounds for extended temporary stays; mobile vendors; or temporary structures.

There are 3 sections of the City Zoning Code found in Chapter 34 that will be amended as a result of the addition of this new permit and also administrative cleanup. The first section is Section 34-200 and Table 200-1, Uses and Districts. The Table is the starting point of all zoning requests and the table where we can best determine whether a use will be permitted, restricted or conditional in a particular Zoning District. Permitted, meaning allowed subject to general district standards; Restricted, meaning allowed subject to specific use standards; and Conditional, meaning allowed subject to review by Planning Commission and/or City Council. A few items that are added as part of administrative cleanup are the Recreational Vehicle Park and Restaurant. For these 2 uses there are sections in both chapters 34 and 38 that address the requirements for such a business, but there was no detail in this table about where these could be located. Due to the additional uses of mobile vendors and recreational vehicles being added, it was felt that the corresponding sites that were not temporary should also be added. We have had restaurants on our list to add to this table for a long time now. The 3 new temporary uses of mobile vendors, recreational vehicle and temporary structure were added to this table as well. As you review the zoning requirement that has been listed in this table for each use, it is important to note that no matter what the zoning requirement is (i.e., permitted, restricted or conditional), as stated in Chapter 34-403 (6), "every use should comply with the general requirements of the Chapter". The second section updated is Section 34-103, General Definitions. The definition of a term can provide a better depth of understanding between uses where the line gets blurry. The definition can also tell us more about some of the unique requirements that are driven by the specifics of that use. This section helps us pull back into the meaning of a subject if we get lost in translation. In this section we have added various definitions of each of the relevant terms used with these additional TUPs and with other terms as administrative cleanup. The Recreational Vehicle Park had specific criteria established in Section 34-404 (12) but was not in the Table of Uses nor was it defined. A restaurant has also been defined to ensure that the differences between a standalone restaurant in a structure and one accomplished as a mobile vendor are differentiated. The last Section to be updated is Section 34-404, Standards for Conditional Uses. In this section we added the TUP as an additional use that needs to be reviewed to requirements. Here we have discussed the purpose, procedure, application requirements, internal review process, terms, and then the 3 different types of temporary uses for which a permit is required and the specific requirements for each one.

A process and way to handle temporary uses has been an area ignored in the City of Hastings Zoning Code that has been seen to create confusion among the public/staff and discontentment

among developers, home owners and the business community for some time. When Staff does not have a code to address a specific subject, then we do our best to create a path that will work for all, but creating a path without a definitive regulation creates liability and inconsistencies in the way it is procedurally done and this can make us appear to be exercising discretion based on other means like favoritism or in an inequitable fashion. One of the cases I first tackled when I was hired had to do with the Hastings Campground and the condition that was established for length of stay is a good example of the problems an omission can cause. The issue in addressing the violations of that CUP regarding length of stay was that nowhere in the code did we establish a length of stay guideline for campers. Adding to this frustration was the fact that we as a community are desirous of development and growth, and yet to grow you need a place for developers that might be coming in from other areas for large projects to reside on a temporary basis. There was a need and this campground was fulfilling that need, yet it was being done without compliance to safety requirements, since the need for a longer-term stay was drastically different than one for only a few weeks. We saw this in the way propane tanks and skirting were handled. Ultimately, this is the reason for adding a path forward to allowing not only the local campgrounds, but some of our Mobile Home Courts that might have vacancies the ability to temporarily place these construction crews, yet for the City to ensure that this is done in a way that considers the health, welfare and safety of the community at large. The same is true for food trucks. Much confusion has been seen to circulate around where these mobile vendors can and should be located that will ensure the health, welfare and safety of the community at large is considered. Interestingly, many of these mobile vendors stop in to see us to see what permit they must pull to do business in a mobile fashion, yet we tell them to pay a fee and turn them away with no guidance on where they are allowed and what safety requirements they are required to meet. The last type of TUP permit is a special type of permit for an ever-changing world. These days, with COVID in the rearview mirror, we know that the planning world has changed forever in that some things, no matter how much you plan, cannot be planned for in the face of an unexpected event. We experienced this when Mary Lanning came to us amidst a socially distancing world to ask what they could do to place a temporary structure in their parking lot for their employees to work out of as the swarms of people filed through in need of drive-through COVID-19 testing. We had no quick fix permit. We had a building permit, applicable to a long-term structure build. We allowed them to start at risk and required a building permit and now a structure still sits in that parking lot and we have no requirement in the code ensuring it will ever be removed, though its original intent was temporary. For all of these reasons, we bring this revised code change to you and ask for your review and serious consideration of not just another code amendment, but a better path forward for staff, applicants and the community at large.

The Planning Commission originally reviewed and recommended approval in a vote of 6-0 of this code amendment at their July 20, 2021. However, just prior to being heard at the City Council Meeting on August 9, 2021, several mobile vendors contacted Mr. Randy Chick with questions and concerns. Consequently, the item was postponed to a later date for staff to meet with these vendors and to discuss this proposed code amendment. A meeting occurred on September 14, 2021. Better definition of restaurants; removal of the additional sign permit and fee; and added detail to better define when a mobile vendor was required to pull the permit was added. Instead of just adding the definition of staying in one place for up to 180 days, we determined that this should only be for those that exceed staying in one place for more than 14 days, and then up to 180 days. The 14 days is the requirement of the Temporary Food Establishment license they carry for which they are

required to move from one site after 14 consecutive days. All of the last round of revisions have been highlighted in yellow and all the previous changes remain in red font for your evaluation.

The Planning Commission reviewed on October 19, 2021 and voted again to recommend approval but this time the vote was 8-0.

City Administrator comments:

Recommend approval

Smittys MHP LLC
820 S. Pine Avenue
Hastings Ne, 68901
manager@smittysmhp.com
402-588-0880

7/15/2021

To Whom it may concern and all other interested parties,

My name is Stephanie Ganow-Guthrie, I am the Community Property Manager at Smittys Mobile Home Plaza. I have only had the pleasure of being the Manager here for just a short amount of time, but in that time, I feel as though I am getting to know the community of Hastings and many of the leaders that represent this wonderful community.

Here at Smittys MHP, we have just over 80 open lots that do not have any mobile homes on them. Please understand that as a Property Manager I do have every intention to fill most all those spaces with permanent homes, however there is a shortage of new mobile/manufactured homes for us to purchase and bring into this community for permanent housing.

Over the last two months I, as the property manager have received close to 20 phone calls and 15 in person visits from out-of-town visitors inquiring about available living arrangements within the community of Hastings. Most all these inquiries are from prospective and or current employees of either the Ethanol Plant or the Turbines that are going up outside of Campbell. Both parties state that their will be over 800 people over the next 6 months needing housing. This is a small village within itself.

Currently Smittys MHP does not have a permit for RV spaces. By allowing properties like Smittys MHP and other companies to provide a service to individuals with RV's or Campers, that are working in and around our community would not only benefit those indivual properties, but it would benefit the Community as a whole. These companies who plan to bring their employees here will be able to boost our local economy, by shopping and dining out here.

From my understanding while speaking with many of the prospective/current employees they are needing housing from now until November or December. While I currently do not have any of these currently in the community I manage, I would certainly be opened to welcoming as many as the city of Hastings would allow for me to accommodate.

If you have any comments, questions, or concerns regarding my letter, please feel free to reach out to me, either by phone or email. I do appreciate your time while reviewing and considering this matter.

With the upmost Sincerity,



Stephanie Ganow-Guthrie

ORDINANCE NO. 4674

AN ORDINANCE OF THE CITY OF HASTINGS, NEBRASKA, TO AMEND SECTIONS 34-103, 34-200, 34-403 AND 34-404 OF THE OFFICIAL CITY CODE OF THE CITY OF HASTINGS, NEBRASKA, TO PROVIDE FOR A TEMPORARY USE PERMIT AND TO ALTER THE USES AND DISTRICT TABLE; TO REPEAL ANY ORDINANCE IN CONFLICT HEREWITH; TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

SECTION 1. That Section 34-103 of the Official City Code of the City of Hastings, Nebraska, be and the same is here by amended to read as follows:

34-103. General definitions.

All words and phrases shall have their ordinary and customary meanings unless the context of the word or phrase indicates otherwise. The following terms shall have the meaning given below, unless the context of the use of the term clearly indicates otherwise based on the stated intent or other guidance associated with its use in a particular section of these regulations.

Abutting. Immediately adjacent and shall not include property separated by an alley or a street.

Accessory building. A subordinate building located on the lot occupied by the principal building and having a use customarily incident to the main use of the property. A building housing an accessory use shall not be considered an accessory building when it has any part of a wall in common with the principal building, or is under an extension of the main roof, and designed as an integral part of the principal building.

Accessory use. A use of a building or land which is customarily incident and subordinate to and located on the same lot as the principal use of the lot.

Acoustic rating. A measure of sound-deadening quality of a wall or ceiling-floor assembly.

Adjacent. Within close proximity, property separated by a street, alley, stream or other ownership physical separation between properties.

Adult. Any person 19 years of age or older.

Alley. A minor way which is used primarily for vehicular service access to the back or side of properties otherwise abutting on a street.

Alteration. Any addition, removal, extension or change in the location of any exterior wall of a main building or accessory building.

Antenna, receiving. Any structure or device use for the purpose of receiving radio, television, radar microwave, or other broadcast signals.

Area, building. The total of areas taken on a horizontal plane at the main grade level of the principal and all accessory buildings or structures exclusive of steps.

Arterial street. A street designed and intended to carry traffic from residential and collector street systems to major highways. Arterials are designated by class on the official streets and highways plan.

Basement. That portion of a building between floor and ceiling which is partly below and partly above grade but so located that the vertical distance from grade to the floor below is less than the vertical distance from grade to ceiling.

Block. A piece or parcel of land entirely surrounded by public highways or streets, other than alleys and identified as such a plat or other official document. In cases where the platting is incomplete or disconnected, the building inspector shall determine the outline of the block.

Broadcast or antenna tower. A structure for the transmission or broadcast of radio, television, radar, or microwaves which exceeds the maximum height permitted in the district in which it is located.

Building. A structure designed or intended for the enclosure, shelter, or protection of persons, animals, chattels, or property. Buildings connected by a breezeway shall be deemed separated buildings.

Building, height of. The vertical distance from the average elevation of the finished grade to the highest point of the coping of a flat roof or to the deck line of a mansard roof or to the average height of the highest gable of a pitch or hip roof. See Exhibit No. 1, Appendix A.

Building, principal. A building in which is conducted the main use of the lot on which the building is situated.

Camping trailer. A vehicular portable unit mounted on wheels and constructed with collapsible partial side walls which fold for towing by another vehicle and unfold at the campsite to provide temporary living quarters for recreational, camping, or travel use.

Campus. A ten-acre or larger tract of land that has been planned, developed and operated as an integrated group of buildings or structures with compatible supporting ancillary uses with special attention given to vehicular traffic circulation and parking, pedestrian access and movement, utility needs, and a consistent theme of aesthetics associated with buildings and grounds.

Caregiver quarters. A caregiver quarters shall mean an accessory residential structure located on the same lot or tract as the principal residence. Caregivers shall include nannies/caretakers/caregivers/servants of immediate family members, but shall not include other domestic workers.

Cellar. That portion of a building between floor and ceiling which is wholly or partly below grade and so located that the vertical distance from grade to the floor below is equal to or greater than the vertical distance from grade to ceiling.

Collector street. A street designed and intended to carry traffic from residential street systems to arterial or major highway systems.

Common wall. A wall or walls extending from the basement or ground floor line of a building to the roof along a lot line, which lot line is common to an adjoining lot.

Comprehensive plan. The Comprehensive Development Plan of the City of Hastings.

Conditional use. A provision which allows for flexibility within the zoning district by permitting certain specified uses in zoning districts where such uses are generally considered appropriate, but only after additional controls and safeguards are applied to ensure their compatibility with permitted principal uses.

Court. An open, unoccupied space, other than a yard, bounded on three or more sides by exterior walls of a building, or by exterior walls of a building and lot lines on which walls are allowable.

Condominium. Individual ownership of a unit within a multi-unit structure, and an equal undivided interest in the common areas and lands associated with the structure.

Curb level. The mean level of the curb in front of the lot, or in case of a corner lot, along that abutting street where the mean curb level is the highest.

Density. The number of dwelling units per gross acre in any residential development.

District. A section or sections of either the City of Hastings or area within two miles thereof for which regulations governing the use of buildings and premises, the height of buildings, the size of yards, and the intensity of use are uniform.

Dwelling. A building designed or the principal use of which is as living quarters providing independent and complete cooking, living, sleeping and toilet facilities for a single housekeeping unit.

Family. One or more persons immediately related by blood, marriage, or adoption and living as a single housekeeping unit in a dwelling shall constitute a family. A family may include, in addition, not more than five persons who are unrelated for the purpose of this title. The following persons shall be considered related for the purpose of this title:

- (1) A person residing with a family for the purpose of adoption.
- (2) Not more than six persons under 19 years of age, residing in a foster home licensed or approved by the State of Nebraska.
- (3) Not more than three persons 19 years of age or older residing with a family for the purpose of receiving foster or supervised care licensed or approved by the State or its delegate.
- (4) Any person who is living with a family at the direction of a court.

Fence. See Section 34-305 under supplementary district regulations.

Fifth-wheel trailer. A unit mounted on wheels, designed to provide temporary living quarters for recreational, camping, or travel use, of such size or weight as not to require a special highway movement permit, of gross trailer area not to exceed four hundred thirty square feet in the setup mode, and designed to be towed by a motorized vehicle that contains a towing mechanism that is mounted above or forward of the tow vehicle's rear axle.

Flagpole. A flagpole shall mean a narrow extension of property which is attached to and constitutes a part of a flag lot, which property provides access from the public right-of-way to the buildable portion of the flag lot. A flagpole shall be at least 20 feet in width and must meet all requirements of the Fire Code of the City as a fire apparatus access road. When located in the City of Hastings, Nebraska, a flagpole shall be not more than 200 feet in length. When located outside the City of Hastings, Nebraska but within the zoning jurisdiction of said City, a flagpole shall be not more than 400 feet in length.

Flood plain. Those lands which are designated as flood plain on the official flood way boundary maps of the City of Hastings.

Floor area ratio. Floor area ratio is defined as the maximum gross floor area of a building on a lot or parcel, divided by the area of the lot or parcel. (F.A.R. of 2.0 provides for 28,000 gross sq. ft. of building on a lot with an area of 14,000 sq. ft.)

Grade. The average finished ground level adjoining the building at all exterior walls.

Gross area. The total site area, excluding bodies of water, to be included within a proposed development as indicated on a site plan.

Gross floor area. The total horizontal area of all of the floors of a building, measured from exterior to exterior including interior balconies, mezzanine, stairwells, elevator shafts and ventilation shafts, etc.

Gross leasable floor area. The total floor area designed for tenant occupancy and exclusive use; including basements, mezzanines and upper floors, if any, but excluding stairways, common hallways and mechanical equipment rooms, expressed in square feet measured from the centerline of joint partitions, and from the exterior surface of outside walls.

Height of yard or court. The vertical distance from the lowest level of such yard or court to the highest point of any boundary wall.

Landscaping. Landscaping shall mean that an area is predominately devoted to, and maintained for, the growing of trees, shrubbery, lawns and other plant materials.

Lot. A parcel of land occupied or to be occupied by one main building, or unit group of buildings, and the accessory buildings or uses customarily incident thereto, including such open spaces as are required under this chapter, and, except for a flag lot as defined in this chapter, having its principal frontage upon a public street or approved place. A lot as used herein may consist of one or more platted lots, or tract or tracts, as conveyed or parts thereof, and shall include a flag lot.

Lot, corner. A lot abutting upon two or more streets, at their intersection. A corner lot shall be deemed to front on that street on which it has its least dimension, unless otherwise specified by the Building Inspector.

Lot, flag. A flag lot shall mean a lot which does not have the required frontage on a public street and which is located adjacent to a lot which does have the required frontage on a public street. A flag lot shall include a projection, or "flagpole", which connects the flag lot to the public right-of-way, which flagpole shall meet the requirements set forth in this chapter under the definition of flagpole. The flagpole on a flag lot need not meet the minimum lot width requirements set forth in these regulations, but the remaining portion of a flag lot, exclusive of

the flagpole, must meet all lot width, front and rear yard setbacks and all other requirements the same as if it were not a flag lot.

Lot coverage of building. That percentage of the total lot area covered by buildings.

Lot, double frontage. A lot having a frontage on two non-intersecting streets as distinguished from a corner lot.

Lot, interior. A lot whose side lines do not abut upon any street.

Lot depth. The mean horizontal distance from the front lot line to the opposite rear lot line.

Lot in separate ownership at the time of the passage of this chapter. A lot the boundary lines of which along their entire length touched lands under other ownership as shown by plat or deed recorded in the office of the Register of Deeds of the County on or before August 26, 1968.

Lot lines. The lines bounding a lot as defined herein.

Lot line, front. The boundary between a lot and the street on which it fronts, provided that for a flag lot, the front lot line shall mean the closet line which is approximately parallel to the public right-of-way or approved place, at the end of the flag pole farthest away from the public right-of-way.

Lot line, rear. The boundary line which is opposite and most distant from the front lot line; except, that in the case of uncertainty the building inspector shall determine the rear lot line.

Lot line, side. Any lot boundary not a front or rear line thereof. A side line may be a party line, a line bordering on an alley or place or a side street line.

Lot width. The distance between straight lines connecting front and rear lot lines at each side of the lot, measured between the midpoints of such lines, provided that such measurement shall not extend beyond the lot lines of the lot being measured.

Lot of record. A lot which is part of a subdivision, the plat of which has been recorded in the office of the Register of Deeds for Adams County on or before August 26, 1968 unless another date is specifically established in this chapter, provided that said lot has a frontage of not less than 50 feet; or, an irregular tract lot as described by a deed recorded with the Register of Deeds for Adams County on or before August 26, 1968 unless another date is specifically established in this title, provided that such lot is numbered and described by the county surveyor.

Lot, platted. A lot which is part of a subdivision the plat of which, or the appropriate permit for which, has been legally approved and recorded in the office of the Register of Deeds for Adams County.

Lot, transverse. A lot which is approximately at right angles to the general pattern of other lots in the same city block.

Mobile vendor. A transient business selling or delivering food or goods in the city with an approved temporary use permit (TUP) lasting for durations of **more than 14 consecutive days and up to 180 in the same location.** The Development Services Director or designee can grant time extensions to this duration on a case-by-case basis. This TUP must be renewed annually.

Motor home. A vehicular unit primarily designed to provide temporary living quarters which are built into an integral part of, or permanently attached to, a self-propelled motor vehicle chassis or van, containing permanently installed independent life-support systems that meet the

state standard for recreational vehicles and providing at least four of the following facilities: Cooking; refrigeration or ice box; self-contained toilet; heating, air conditioning, or both; a potable water supply system including a faucet and sink; separate one-hundred-twenty-nominal-volt electrical power supply; or LP gas supply.

Non-commercial vehicles and equipment. The term non-commercial vehicles and equipment as applied in the residential off-street parking requirement sections of this Chapter shall include automobiles and pick-up trucks which are operated or owned by the residents of a dwelling and used in the course of their business or employment.

Nonconforming use, building or yard. A use, building or yard, which does not, by reason of design, use, or dimensions, conform to the regulations of the district in which it is situated. It is a legal nonconforming use if established prior to establishment of a zoning ordinance prohibiting the same.

Parking area. A structure or an open area other than a street, alley or other right-of-way for the temporary storage of automobiles, together with a driveway connecting the parking area with a street or alley and permitting ingress and egress for an automobile, provided that there shall be no storage of automobiles for the purpose of sale or resale. The minimum dimensions of each parking space shall be eight and one-half by 20 feet.

Parking lot. A parking area with six or more parking spaces.

Parking space, off-street. A parking area located off any street, alley or other right-of-way which is adequate for parking an automobile with room for opening both doors and adequate maneuvering room on a parking area with access to public street or alley. See Exhibit No. 3, Appendix A.

Park trailer. A vehicular unit which meets the following criteria: 1) Built on a single chassis mounted on wheels; 2) Designed to provide seasonal or temporary living quarters which may be connected to utilities necessary for operation of installed fixtures and appliances; 3) Constructed to permit setup by persons without special skills using only hand tools which may include lifting, pulling, and supporting devices; and 4) Having a gross trailer area not exceeding four hundred thirty square feet when in the setup mode.

Place. An open, unoccupied space other than a street or alley permanently established or dedicated as the principal means of access to property abutting thereon.

Premises. A tract of land, consisting of one platted lot or irregular tract, or more than one platted lot or irregular tract, provided such lots or tracts are under common ownership and abutting each other.

Planned unit development. A use or combination of uses, the plan for which may not conform to the regulations established in any one or more zoning districts with respect to lot size, bulk, type of use, density, lot coverage, height or required open space for which a conditional use permit may be granted by the City Council.

Profession. An occupation or calling requiring the practice of a learned art through specialized knowledge based on a degree issued by an institute of higher learning, e.g. doctor of medicine, engineer, lawyer.

Property line. A demarcation line dividing a lot from other lots or parcels of land.

Recreational vehicle. A vehicular type unit primarily designed as temporary living quarters for recreational, camping, or travel use, which unit either has its own motive power or is mounted on or towed by another vehicle. Recreational vehicles shall include, but not be limited to, travel trailer, park trailer, camping trailer, truck camper, motor home, and van conversion, and fifth wheel, as defined in Nebraska Revised Statutes § 71-4603, as amended in 2012 from time to time.

Recreational vehicle, temporary use. A vehicle which is manufactured, constructed, or equipped primarily for use as a self-propelled home, house car, or mobile living quarters, capable of being legally operated on the highways, and containing permanently installed essential living facilities for intermittent or longer-term temporary stays of up to 180 days or more. This term shall not include any towed utility trailer, camping trailer, truck camper, van conversion nor shall it include any vehicle defined in the license and registration laws as an automobile or passenger. Types of recreational vehicles that would be capable of attaining a temporary use permit (TUP) are fifth wheel trailers, motor homes, park trailers and travel trailers. All recreational vehicles being allowed for longer-term temporary stays of up to 180 days or more in mobile home parks and/or Recreational vehicle parks must apply for a TUP and demonstrate an economic development need for such use as stipulated in Section 34-404 (14). A TUP will last for durations of 180 days. The Development Services Director or designee can grant time extensions to this duration on a case-by-case basis. A TUP is an annual permit and must be renewed yearly.

Recreational vehicle park. A lot or parcel of land designated for legal use as a campground and/or recreation vehicle park on which two or more recreational vehicles are parked, or any lot or parcel of land on which unoccupied recreational vehicles, camping trailers, recreational park trailers or campers, whether new or used, are parked for the purposes of inspection, sale, storage or repair.

Residential street. A street designed and intended to serve residential areas. Residential streets feed traffic into collector and arterial street systems.

Restaurant. A place where people pay to sit and eat meals that are cooked and served in a structure that sits on a foundation.

Sign. Any lettered or pictorial device designed to inform or attract attention including but not limited to the following:

- (1) *Sign, surface area.* The entire areas within a parallelogram triangle, circle, semicircle or other geometric figure, including all of the elements of the matter displayed, but not including black masking, frames, or structural elements outside the advertising elements of the sign and bearing no advertising material.
- (2) *Indirectly illuminated sign.* Any sign which is partially or completely illuminated at any time by a light source which is so shielded as to not be visible at eye level.
- (3) *Semi-illuminated sign.* Any sign located on a building, which building face is uniformly illuminated over its entire area, including the area of the sign, by use of electricity or other artificial light. Semi-illuminated signs shall be permitted in any location where illuminated signs are permitted.

- (4) *Detached sign.* Any sign located on the ground or on a structure located on the ground and not attached to a building.
- (5) *Wall sign.* Any sign attached to and erected parallel to and within one foot of the face or wall of building, including signs painted on the walls of the buildings.
- (6) *Roof sign.* Any sign erected, constructed and maintained wholly upon or over the roof of a building and having the roof as a principal means of support.
- (7) *Projecting sign.* Any sign extending more than one foot from the face of the building to which it is attached. A time and temperature instrument mounted on the face of a building shall be included in this definition.
- (8) *Snipe sign.* Any sign of a material such as cardboard, paper, pressed wood, plastic or metal which is attached to a fence, tree, utility pole or temporary structure, or any sign which is not securely fastened to a building, or firmly anchored to the ground.
- (9) *Marquee sign.* Any sign attached flat against the marquee or permanent sidewalk canopy of a building, or suspended under a marquee or sidewalk canopy, and extending downward not more than 12 inches therefore.
- (10) *Poster panel or billboard.* An illustration of approximate dimension of 12 feet by 24 feet or multiples thereof, mounted on a semi- permanent structure, and depicting information not directly related to the property upon which it is placed.
- (11) *Attention attracting device.* Any flasher, blinker, animation, banner, clock or other object designed or intended to attract the attention of the public to an establishment or to a sign.

Spot zoning. Arbitrary and unreasonable zoning when smaller area is singled out of a larger area or district and specially zoned for a use classification totally different and inconsistent with the classification of surrounding land and not in accordance with the Comprehensive Plan.

Story. That part of a building included between the surface of one floor and the surface of the floor next above, or if there be no floor above, that part of the building which is above the surface of the highest floor thereof. A top story attic is a half story when the main line of the eaves is not above the middle of the interior height of such story. The first story is the highest story having its interior floor surface not more than four feet above the curb level, established or mean street grade, or average ground level, as mentioned in "height of buildings" of this section.

Story, half. A story under a gable, hip, gambrel or mansard roof, the wall plates of which on at least two opposite exterior walls are not more than two feet above the floor of such story.

Street. A thoroughfare which affords principal means of access to property abutting thereon.

Street line. The dividing line between the street and the abutting property.

Street centerline. A line midway between street lines.

Street commercial area. A developed business frontage along a street and no more than 200 feet in depth from the front property line.

Structural alterations. Any alteration involving a change in or addition to the supporting members of a building, such as bearing walls, columns, beams or girders.

Structure. Anything which is constructed or erected and located on or under the ground, or attached to something fixed to the ground.

Travel trailer. A vehicular unit mounted on wheels, designed to provide temporary living quarters for recreational, camping, or travel use of such size or weight as not to require special highway movement permits when towed by a motorized vehicle and of gross trailer area less than four hundred thirty square feet.

Temporary Structure. Means any structure designed, constructed, installed and/or intended to be dismantled by the Contractor, including (but not limited to) a shed, booth, building or enclosure of any kind used for commercial or business purposes and which any person or business intends to place on the same lot with or on any lot adjacent to, any permanent structure used for business or commercial purposes. These structures will require location on the ground or attachment to something having a temporary, non-permanent location on the ground; and may be associated with, and ancillary to, a temporary use with a permit for durations of 180 days or less. The Development Services Director or designee can grant time extensions to this duration on a case-by-case basis.

Truck camper. A portable unit constructed to provide temporary living quarters for recreational, travel, or camping use, consisting of a roof, floor, and sides and designed to be loaded onto and unloaded from the bed of a pickup truck.

Usable open space. Open space within a proposed development site excluding areas devoted to roadways and parking. At least one-half of all areas designated as usable open space shall have a slope of less than 20 percent.

Van conversion. A completed vehicle permanently altered cosmetically, structurally, or both which has been recertified by the state as a multipurpose passenger vehicle but which does not conform to or otherwise meet the definition of a motor home in this section and which contains at least one plumbing, heating, or one-hundred-twenty-nominal-volt electrical component subject to the provisions of the state standard for recreational vehicles. Van conversion does not include any such vehicle that lacks any plumbing, heating, or one-hundred-twenty-nominal-volt electrical system but contains an extension of the low-voltage automotive circuitry.

Yard. A required open space on the same lot unoccupied and unobstructed by any structure or portion of a structure from 30 inches above the general ground level of the graded lot upward, provided, however, that fences, walls, poles, posts and other customary yard accessories, ornaments and furniture may be permitted in any yard subject to height limitations and requirements limiting obstruction of visibility.

Yard, front. A yard extending the full width of the lot across the front of a lot adjoining a public street.

Yard, interior side. A side yard which is not adjacent to or bordered by a street, avenue or other public right-of-way.

Yard, rear. A yard between the rear lot line and the rear line of the main building and the side lot lines.

Yard, side. A yard between the main building and the adjacent side line of the lot, and extending entirely from a front yard to the rear yard.

SECTION 2. That Section 34-200 of the Official City Code of the City of Hastings, Nebraska, be and the same is here by amended to read as follows:

34-200. Uses and Districts table.

TABLE 200-1: USES AND DISTRICTS														
	A	R-1	R-1A	R-1S	R-2	R-3	R-4	C-O	C-1	C-2	C-3	CMP	I-1	I-2
Residential Uses														
Detached dwelling	P	P	P	P	P	P	P	P	P		P			
Semi-attached dwelling					P	P	P	P	P		P			
Attached dwelling						P	P	P	P		P			
Multi-dwelling building						P	P	P	P		P			
Live/Work units							P	P	P	P				
Mixed-use dwelling							C			P		P		
Group housing		C	C	C	C	C	C				C			
Type A & B Manufactured housing	P	P	P	P	P	P	P	P	P		P			
Mobile home court	C												C	C
Mobile home, accessory	C													
Detached dwelling, accessory	C													
Civic Uses														
Assembly, neighborhood	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Assembly, community								C	C	C	C	C	C	C
	A	R-1	R-1A	R-1S	R-2	R-3	R-4	C-O	C-1	C-2	C-3	CMP	I-1	I-2

Eleemosynary or philanthropic institution.						C		C	C	P	P	P		
Golf course/Clubhouse (non-business)	P	P	P	P		C						P		
Public park/Playground	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Public museum or library	P	P	P	P	P	P	P	P	P	P	P	P	P	P
School, elementary	P	P	P	P	P	P	P	P	P			P		
School, secondary	R	R	R	R	R	R	R	R	R			P		
School, college or university	P					P						P		
Recreational Vehicle Park	C											C		C C
Recreational Vehicle, Temporary Use	R											R		R R
Temporary Structure, Temporary Use	P	R	R	R	R	R	R				P	P	P	P P
Service Uses														
Adult care, home	C	C	C	C	C	C	C	C	C	C	C	C	P	
Adult care facility								P	P	P	P	P		
Automobile service station, limited								C	P	P	P	P	P	P
Automobile service station, general											P	P	P	P
Automobile service station, large-scale											P	P	P	P
Automobile repair, limited								C	C	C	P	P	P	P
Automobile repair, general										C	P		P	P
Bank								P	P	P	P	P	P	P
Child care, home	R	R	R	R	R	R	R	R	R	R	R	P		
	A	R-1	R-1A	R-1S	R-2	R-3	R-4	C-O	C-1	C-2	C-3	CMP	I-1	I-2
Child care facility					R	R		P	P	P	P	P	P	P

Halfway house, quasi-institutional use														C	C
Kennel, commercial	C											C		C	C
Lodging, bed and breakfast	C	C	C	C	C	C	C	C	C	C					
Lodging, rooming house						C			P	P	P	P			
Lodging, hotel										P	P	P	P	P	P
Lodging, motel											P	P	P	P	P
Medical office	C							P	P	P	P	P			
Medical clinic	C							P	P		P	P	C	C	
Medical hospital	C							P	P			P	C	C	
Nursing home/Assisted living	C	C	C	C	C	C	C	P	P	C	P	P			
Professional services office								P	P	P	P	P	P	P	P
Self storage, storage areas								C		R	C		C	C	
Veterinary office	P							P	P	P	P		P	P	
Veterinary Hospital	P										C		C	C	
Employment Uses															
Home occupation.	R	R	R	R	R	R	R	R	R	R	R				
Office, limited						C	C	P	P	P	P	P	P	P	P
Office, small							C	P	P	P	P	P	P	P	P
Office, general									C	P	P	P	P	P	P
	A	R-1	R-1A	R-1S	R-2	R-3	R-4	C-O	C-1	C-2	C-3	CMP	I-1	I-2	
Office complex/ Campus										C	P	P	P	P	
Commercial and Retail Uses															

Convenience retail, automobile (< 5K s.f.)									C			P	P	P	P
Convenience retail, corner store (< 2K s.f.)								C	P	P	P	P	P	P	P
Neighborhood retail (< 5K s.f.)										P	P	P	P	P	P
General retail (5K s.f.—20K s.f.)											P	P	C	P	P
Large-scale retail (20Ks.f.—100K s.f.)											C	P	C	P	P
Warehouse retail (> 100K s.f.)												P		P	P
Neighborhood grocery (< 45K s.f.)										P	P		P		
Supermarket (> 45K s.f.)												P	C	P	P
Indoor entertainment & Rec. business											P	P	C	P	P
Outdoor entertainment & Rec. business	C											C	C	C	C
Entertainment venue	C										C	C	C	C	C
Outdoor sales, limited										C	P	P	P	P	P
Outdoor sales, seasonal										C	C	C	C	C	C
Outdoor sales, yard												P		P	P
Mobile Vendor, Temporary Use											R	R	R	R	R
Outdoor market (Farmers market)											P				
Restaurant										P	P	P	P	P	P
Industrial Uses															
	A	R-1	R-1A	R-1S	R-2	R-3	R-4	C-O	C-1	C-2	C-3	CMP	I-1	I-2	
Grain storage elevator	P												P	P	
Manufacturing, limited								C	C	C	P	P	P	P	
Manufacturing, light										C	C	C	P	P	

Manufacturing, general														P	P
Manufacturing, heavy															P
Impound yard														C	C
Recycling collection and processing														C	P
Salvage yard/ Junkyard														C	C
Slaughter house/Meat packing	C														C
Storage or sale of liquid petroleum	C														P
Warehouse storage/Bulk storage	C													P	P
Wholesale														P	P
Agriculture and Natural Resource Uses															
Agriculture, Limited	R		R												
Agriculture, general	P														
Aquaculture	C														
Feed lot	C														
Natural resource extraction	C														
Nursery	P	C	C									P		P	
Stable, public	P											P		P	
	A	R-1	R-1A	R-1S	R-2	R-3	R-4	C-O	C-1	C-2	C-3	CMP	I-1	I-2	
Public Service Users															
Air field	C	C	C	C											C
Heli-stop	C	C	C	C				C	C					C	C
Public parking lot						C	C	C	C	C	C	C	C	C	C

Public recreation grounds	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Public utility plant	C												C	C
Public utility sub-station	C	C	C	C	C	C	C	C	C	C	C		C	C
Cemetery	C									C	C		C	
Small wind energy systems	R	R	R	R	R	R	R	R	R	R	R	R	R	R
Large scale wind generator (Wind farms	C												C	C
Telecommunication facilities and support structures	C							C	C	C	C	C	R	R

Key:

P = Permitted, allowed subject to general district standards

R = Restricted, allowed subject to specific use standards

C = Conditional, allowed subject to discretionary review

* Permitted use within the A District outside the City Limits, conditional use within A District within the City Limits.

SECTION 3. That Section 34-403 of the Official City Code of the City of Hastings, Nebraska, be and the same is here by amended to read as follows:

34-403. Application requirements.

- (1) Applications for a conditional use permit shall be submitted to the Development Services Department at least three weeks prior to the Planning Commission's scheduled monthly meeting date. The application shall be signed by the property owner as indicated on the Adams County Register of Deeds Office records at the time of application. The application shall be submitted on forms provided by the Development Services Department and shall be accompanied by the following, unless waived by the Department:
 - (a) A site plan drawn to scale indicating the property location, scale, north point, adjacent property for a distance of 300 feet, location of all buildings and uses within the site, access points and traffic circulation.
 - (b) Existing and proposed topographic contours.
 - (c) Detailed site development plans.
 - (d) Detailed building plans, including elevations.

- (e) Site profiles and drainage plans.
 - (f) Detailed parking and landscaping plans.
 - (g) Detailed underground utility plans.
 - (h) Other graphic materials necessary to fully depict the proposed development.
- (2) A detailed narrative statement shall be submitted with the application for the conditional use permit. Such narrative shall explain the intent of the project, the factors which make the project desirable to the general public and to the surrounding areas, the features and details of the project development, schedule and timing of the development program, and any material or information which the applicant believes to be relative to the case. Where it deems necessary, the Commission or the City Council may require, in addition to the narrative statement:
- (a) Marketability or economic feasibility studies.
 - (b) Geologic or soil boring and test.
 - (c) Traffic counts in the area.
 - (d) Other detailed technical material as necessary to fully explain the proposed development.
- (3) Upon approval of the conditional use permit by the Hastings City Council, development shall be completely in accordance with the approving plan. Minor revisions to the plan may be approved by the Planning Commission following the public hearing.
- (a) Major revisions to the plan are subject to the same public hearing requirements by the Planning Commission and the Hastings City Council as required for the original conditional use permit.
- (4) The Council may require landscaping and planting as necessary to preserve compatibility with the surrounding area. If required, the conditional use permit shall contain provisions for permanent maintenance of the landscaping and/or planting.
- (5) In any case where the Council determines that the design of a proposed structure may affect the compatibility of a proposed development with the area in which it is proposed to be located, the Council may require changes in the design or may reject the proposed development if no suitable correction can be made.
- (6) All buildings, structures and activities, including permitted uses proposed within a conditional use permit development plan application, shall be analyzed with respect to minimum yard requirements maximum lot coverage, and maximum height limitations, in relationship to the development concept as a complete and functional unit. General requirements for each use should be based upon zoning districts where such uses are permitted as a matter of right. However, every use should comply with the general requirements of this Chapter, including but not limited to signs, off-street parking and loading, **and temporary uses.**
- (7) The Hastings City Council in approving a conditional use permit development plan may at its option relax the minimum dimensional requirements of this Chapter, when the Council finds such variances are in the best interest of the total development plan, will not adversely affect adjacent property and the public health, safety and general welfare of the community are not compromised. The Council shall not allow a use under this section which is not permitted as

a permitted principal use, a permitted accessory use or as a conditional use under the schedule of district regulations for the zoning district in which the property is located.

- (8) The Hastings City Council shall require adequate guarantee of compliance in approving all conditional use permits. Such guarantee may be a performance bond in the total amount necessary to assure compliance, such bond to be reduced as stages of construction are completed and the public liability for assuring compliance is correspondingly reduced. Alternatively or in concert with a bond, such guarantee may be a stipulation in the event of the applicant's failure to comply, authorizing the City to take the steps necessary to assure compliance, including performing the construction or maintenance itself, and charge all costs thereof as an assessment against the property.
- (9) The Development Services Department staff shall submit a written report to the Planning Commission and the Hastings City Council with findings as to how the application complies with the requirements of this Chapter. No permit should be approved until the Hastings City Council is satisfied all requirements of this Chapter have been met.
- (10) Concept tentative approval. Applications for a conditional use permit shall be for either concept approval or final approval. Applications for concept approval may be accompanied by schematic preliminary design plans rather than detailed final design construction plans.
 - (a) Concept approval shall be valid for a period not to exceed 18 months unless otherwise extended after additional public hearings by both the Planning Commission and the Hastings City Council.
 - (b) No construction shall take place on the site until final approval has been granted by the Hastings City Council unless expressly authorized by the Council at the time of concept approval. In which case said construction shall be limited to incidental site grading, not including excavation for building sites or water retention areas.

SECTION 4. That Section 34-404 of the Official City Code of the City of Hastings, Nebraska, be and the same is here by amended to read as follows:

34-404. Specific standards for conditional uses.

- (1) *Hospitals, sanitariums, convalescent centers, nursing or rest homes, rehabilitation centers, correctional institutions, psychiatric institutions and similar institutions.*
 - (a) The site shall have direct access from a street or avenue of City arterial street or greater designation on the City's major thoroughfares plan depicted in the Comprehensive Plan. This standard may be waived by the Hastings City Council if the Council finds such waiver is in the best interest of the total development plan, will not adversely affect adjacent property and existing uses thereon, and does not compromise the public health, safety and general welfare of the community.
 - (b) A site plan, drawn to scale, shall be provided with the application for the conditional use permit. Such site plan shall show the location of all buildings and structures on the site, ingress and egress points, circulation patterns, parking areas, including the total number of parking spaces provided, and a general description of the building uses.
 - (c) Minimum lot size:

1—10 beds ½ acre (21,780 sq. ft.)

11—20 beds 1 acre (43,560 sq. ft.)

For each add'l ½ acre (or greater if ten beds required by the City Council)

- (d) Minimum yard requirements—The City Council may specify such yard requirements as in its judgment will adequately protect the integrity of surrounding areas and uses.
- (e) Maximum lot coverage by all buildings—20 percent.
- (f) Maximum height of structures—Same as required for permitted uses in the zoning district where the site is located.
- (g) Off-street parking—Adequate off-street parking shall be provided in connection with any permitted use. The minimum for each use to be as provided in Section 34-308(2) and Table 308-1 Required Automobile Parking.
- (h) Landscaping—All areas of the site not devoted to buildings, structures, parking areas, walkways or driveways shall be covered with one or more of the following: asphaltic compound or concrete, lawn grass, natural or ornamental shrubbery, trees, or other approved landscaping material.
- (i) Walls and screening—Where it deems necessary, the City Council may require that the site be fully enclosed by a wall or fence to prevent casual access to and from the site, or that the periphery of the site be suitably screened by evergreen planting or by other natural planting of sufficient height and density to provide and maintain a year-round visual screen. If the conditional use permit is granted, the wall or screening which is approved shall be fully constructed, inspected and approved by the Development Services Director prior to occupancy.

(2) *Churches and other places of religious worship.*

- (a) The site shall have direct access from a street or avenue of City arterial street or greater designation on the City's major thoroughfares plan depicted in the Comprehensive Plan.
- (b) A site plan, drawn to scale, shall be provided with the application for the conditional use permit. Such site plan shall show the location of all buildings and structures on the site, ingress and egress points, circulation patterns and the total number of parking spaces provided.
- (c) The minimum lot size for a church in any district where they are permitted as a conditional use shall be 14,000 square feet, minimum lot width shall be 100 feet.
- (d) Minimum yard requirements—The City Council may specify such yards as in its judgment will adequately protect the integrity of surrounding areas and uses, provided that no yard shall be less than required for the district in which the property is located.
- (e) Maximum lot coverage—Same as is required for permitted uses in the zoning district where the site is to be located.
- (f) Maximum height of structures—Same as is required for permitted uses in the zoning district where the site is located.

- (g) Off-street parking—At least one parking space shall be provided for each three occupants based upon maximum seating capacity of the nave, or for each three occupants based upon the maximum seating capacity of all meeting areas in the structure exclusive of the nave (whichever is greater) as calculated under the latest edition of the International Building Code which has been adopted by the City. Parking spaces shall be at least eight and one-half feet by 20 feet in size, and all driveways, maneuvering areas and parking areas shall be covered with asphaltic or concrete pavement.
 - (h) Landscaping—All areas of the site not devoted to buildings, structures, parking areas, walkways or driveways shall be covered with one or more of the following: lawn grass, natural or ornamental shrubbery or trees or other approved landscaping materials.
 - (i) Accessory uses such as day nurseries and kindergartens must be approved in the original application or by subsequent amendment to the conditional use permit.
 - (j) Signs. Signage for churches shall be as permitted for a civic or commercial use in the district in which they are located. Any increase beyond that which is allowed within the district in which the church is located shall require specific approval through a conditional use permit application or amendment.
- (3) *Natural resource extraction.*
- (a) A site plan, drawn to scale, shall be submitted with any application for a conditional use permit. Such site plan shall show the following information:
 - (i) Graphic (and legal) description of the petition area.
 - (ii) Existing topographic contours (not less than ten foot contour intervals).
 - (iii) Finished topographic contours when extraction is completed (not less than ten foot contour intervals).
 - (iv) Existing and proposed buildings and structures on the site.
 - (v) Principal access points which will be used by trucks, and equipment including ingress and egress points and internal circulation.
 - (vi) Indication of the existing landscape features.
 - (vii) Location and nature of other operations, if any, which are proposed to take place on the site.
 - (b) A narrative statement shall also be submitted with the application for a conditional use. Such narrative shall set forth in detail the following definitive information.
 - (i) Method of drainage.
 - (ii) Method of fencing or barricading the petition area to prevent casual access.
 - (iii) Estimated amount of material to be removed from the site.
 - (iv) Estimated length of time necessary to complete the operation.
 - (v) Description of operations or processing which will take place on the site during and after the time the material is extracted.
 - (vi) Plan or program of regrading and shaping the land for future use.

- (vii) Proposed hours of operation.
- (viii) Other pertinent information that may pertain to the particular site.
- (c) General requirements.
 - (i) Principal access to the site shall minimize the use of residential streets, and access roads shall be treated in a manner so as to make them dust free; further, where access roads intersect arterial streets, suitable traffic controls shall be established.
 - (ii) A strip of land at the existing topographic level, and not less than 15 feet in width, shall be retained at the periphery of the site wherever the site abuts a public right-of-way. That periphery strip shall not be altered except for access points.
 - (iii) All banks shall be left with a slope ratio of no greater than 4:1 (25 percent slope) unless it can be shown to the Planning Commission's satisfaction that a greater slope is not detrimental to the beneficial future use of the subject property.
 - (iv) Sufficient attention should be paid to drainage of the site, both during the extraction period and after the site has been regraded. Where a finished grading plan indicates that surface water will be conducted from the site onto adjacent lands, the plan will be subject to the approval of the Public Works Department.
 - (v) During periods of inactivity, the owner of the pit shall take whatever precautions as are necessary to prevent the site from becoming an attractive nuisance.
- (4) *Junk yards.*
 - (a) The term "junk yard" shall include, for the purposes of this section, the terms auto-wrecking yard and salvage or scrap yard.
 - (b) All junk yards, in addition to the conditions implied herein, shall comply with the provisions of Chapter 18 of the Hastings City Code.
 - (c) General requirements:
 - (i) The proposed site shall not be located within 500 feet of any school, hospital, public building, residential subdivision, or place of public assembly.
 - (ii) A site plan, drawn to scale, shall be provided with the application. Such site plan shall state the legal description of the property, the location of all buildings and structures on the site, access points, off-street parking areas, vehicular circulation and prominent topographical features, if any, of the site or adjacent lands within 300 feet of the site.
 - (iii) The minimum lot size for junk yard in any district where they are permitted as a conditional use shall be two acres. The minimum lot width shall be 150 feet.
 - (iv) The junk yard shall be completely enclosed and obscured from the public view by a solid fence or wall eight feet in height, by topography, and evergreen planting of sufficient height and density to provide and maintain a year-round visual screen. The specific type of screening shall be specified in the application. If the permit is granted, the screening which is approved shall be fully constructed, inspected and approved by the Development Services Director prior to the yard being utilized.

- (v) Failure to maintain the screen as specified shall be cause for the permit to be rescinded and the junk yard shall be removed at the cost of the owner of the land upon which it is located.
- (vi) Provisions shall be made to prevent any contamination of the domestic water supply or excessive surface run-off from the property onto adjoining lands or streams. Where it deems necessary, the City Council may require the submission of a site drainage plan. A drainage plan which carries water off of the site shall be subject to the approval of the City Engineer.
- (vii) Failure to prevent such contamination of the domestic water supply or to prevent excessive surface run-off from the site onto adjoining lands or streams shall be cause for the permit to be rescinded and the junk yard to be removed at the cost of the owner of the land upon which it is located.

(5) *Storage of vehicles in impound yard.*

- (a) No dismantling, processing or salvaging of vehicles or repair work to vehicles may be performed in an impound yard.
- (b) The minimum size of an impound yard shall be one acre.
- (c) There shall not be stored in an impound yard at any time more than one vehicle for each (10×35) 350 square feet of available storage space in the impound yard.
- (d) A fence, sufficient to control access to the impound yard, shall be constructed around the impound yard. The fence shall be not less than size six feet in height.
- (e) The surface of the impound yard shall at all times be covered with concrete, asphalt or crushed rock.
- (f) Weeds, grass and other bushes shall not be permitted to grow more than six inches above the ground at any time in an impound yard.
- (g) Vehicles may not be stacked in an impound yard, but must at all times be stored directly upon the surface of the impound yard.
- (h) Any lights on an impound yard must be cut off lighting, so as to not allow light to escape outside of the boundary of the impound yard.
- (i) The impound yard may not be located closer than 250 feet from property which is zoned to allow residential use nor within 100 feet of a residence, except when such residence is located on a property zoned for industrial use and is being used as an accessory use to a proper industrial use on said property.
- (j) Vehicles stored in an impound yard must be removed from the yard within nine months of the time when they are first placed therein; provided however, an impounded vehicle may, upon request of a prosecuting attorney, be kept in an impound yard for so long as such prosecuting attorney requests. To assist in the enforcement of this requirement, the operator of the impound yard shall at all-time do the following:
 - (i) The operator shall keep a book, listing all vehicles which arrive at the impound yard in the order in which they arrive; and the date of arrival, and include therein the name and address of the person from whom each vehicle is received, the name and address

of the party controlling the disposition of the vehicle, the name of the manufacturer of the vehicle, the model and type number of the vehicle, and motor number and license number thereof. Said information shall be placed on the record book within 48 hours after a vehicle is placed in the impound yard.

- (ii) Any person who shall make any false entry or statement concerning matters required to be set out in the record book shall be deemed guilty of a misdemeanor, and may be fined in the amount of \$100.00 per violation. Each separate vehicle for which a false entry or not entry is made shall constitute a separate violation.
 - (k) The provisions of subparagraph (i) shall not prohibit the use of property for residential purposes, when said use arises after the establishment of an impound yard in compliance with the provisions of this section. However, said residential use shall not affect the validity of the use of the impound yard, for so long as said impound yard shall remain in existence on the continuous basis.
- (6) *Off-street parking spaces and structures.*
- (a) A site plan, drawn to scale, shall be provided with the application. Such site plan shall show the location of the principal building or structure, the location of the proposed parking lot or structure, the dimensions of the lot, access points, circulation patterns, total number of parking spaces provided, and the details of the parking structure, if such is contemplated.
 - (b) The minimum lot size for any off-street parking structure in any district where they are permitted as a conditional Use shall be 10,000 square feet, minimum lot width shall be 80 feet.
 - (c) Minimum yard requirements—The City Council may specify such yards as in its judgment will adequately protect the integrity of surrounding areas and uses, and the safe and orderly flow of pedestrian and vehicle traffic.
 - (d) Maximum lot coverage—None.
 - (e) Maximum height of structures—Same as is required for a permitted use in the zoning district where the site is located.
 - (f) Landscaping—All areas not devoted to buildings, structures, drives, walks, parking areas or other authorized installations shall be covered with one or more of the following: lawn grass, natural or ornamental shrubbery or trees. Further, where any side yard abuts residential property, it shall be planted with mature evergreen shrubs of at least five feet in height or screened with privacy fencing at least five feet in height.
 - (g) Paving, drainage and parking stall size:
 - (i) The off-street parking area, including all ingress and egress points, shall be covered with asphaltic or concrete pavement.
 - (ii) Parking spaces shall be at least eight and one-half feet by 20 feet in size and shall be marked.
 - (iii) If the site plan indicates that surface drainage will be carried off the site, the plan will be subject to the approval of the City Engineer.

- (7) *Townhouses, row houses, and office buildings built to a common wall(s).*
- (a) A site plan, drawn to scale, shall be provided with the application. Such site plan shall show the location of all buildings and structures on the site, courts and open space areas, circulation patterns, ingress and egress points, parking areas (including the total number of parking spaces provided), and a general floor plan of the principal buildings.
 - (b) Minimum lot requirements.
Lot area—2,000 sq. ft.
Lot width—20 ft.
 - (c) Minimum yard requirements: Front yard—20 ft.
Side yard—at the common wall(s)—none.
Other—Ten ft. rear yard—Ten ft.
 - (d) Maximum lot coverage—Same as is required for permitted uses in the zoning district where the site is located.
 - (e) Maximum height of structure—Same as is required for permitted uses in the zoning district where the site is located.
 - (f) Off-street parking:
 - (i) Town houses, row houses—At least two parking spaces shall be provided for each dwelling unit.
 - (ii) Office buildings—Per use, the minimum to be as provided in Section 34-308(2) and Table 308-1 Required Automobile Parking. All parking spaces shall be at least eight and one-half feet by 20 feet in size, and all driveways, maneuvering areas and parking areas shall be covered with asphaltic or concrete pavement.
 - (g) Ground cover—All areas of the site not devoted to buildings, structures, parking areas, courts, walkways or drive-ways shall be covered with one or more of the following: lawn grass, shrubbery, trees or other approved landscaping materials.
 - (h) Building standards and agreements:
 - (i) The applicant or his agent shall provide with his application a property line wall(s) agreement for the land, building and development in question.
 - (ii) The City Council requires that the design and construction of the property line walls be reviewed by the Development Services Director and the Fire Department to insure compliance with pertinent Building and Fire Codes.
- (8) *Standards for mobile home parks.*
- (a) The minimum size of a proposed mobile home park shall be two acres, except as otherwise required for the pertinent use district.
 - (b) Proposed sites of five acres or less shall have adequate access to dedicated streets having a minimum right-of-way of 60 feet. All other sites shall have direct access to a collector street.

- (c) Density for proposed mobile home parks shall not exceed eight units per gross acre.
 - (d) All areas not devoted to mobile home spaces, buildings, structures, drives, walks, off-street parking facilities, or other authorized installations, shall be covered with one or more of the following: lawn grass, shrubbery, trees, or other suitable ground cover materials. Where it deems necessary, the Planning Commission may require the site to be suitably screened from adjacent lands by evergreen planting or by other materials of sufficient height and density to provide and maintain a year-round visual screen.
 - (e) All mobile home parks shall meet the standards set forth in article V of this chapter.
- (9) *Standards for self-service storage facilities.*
- (a) Site plan:
 - (i) The plan shall be drawn at a scale of one inch equals 20 feet. Said plan shall include all building locations, drives, parking, fencing and signage. A landscape plan shall also be incorporated as part of the submittal and must be included as part of the site plan or submitted on a separate sheet. Building elevation shall also be included on the plan along with specification of the colors of buildings and materials to be used.
 - (ii) Site drainage shall be incorporated in the plan so that storm water run-off from the site will not increase as a result of the proposed development. The facility shall be designed to control the storm water run-off from at least 25-year return frequency storm as certified by the City Engineer.
 - (b) Minimum site areas: None.
 - (c) Building setbacks shall be the same as in the C-3 District.
 - (d) The site shall abut and have direct access to a city street.
 - (e) Other requirements:
 - (i) The storage facility shall be enclosed by a six foot high, sight-proof fence whenever the site abuts residentially zoned or developed property. Said fence, when abutting any residential district, shall be solid or semi-solid and constructed to prevent the passage of debris or light, and constructed of either brick, stone, masonry units, wood or similar materials. Chain-link fence may be used so long as it has slats installed to prevent the passage of light through the unit. The side and rear of a building located upon the site may serve as fencing.
 - (ii) Landscaping shall be provided in the areas outside the fences between the fence and the property line.
 - (iii) Two parking spaces shall be provided, plus one additional space for each employee. Internal drives and parking shall comply with Section 34-308 of this chapter for paving requirements.
 - (iv) Building heights shall be limited to one story (not to exceed 14 feet at the eaves), unless waived for an existing building by the Planning Commission and the City Council.
 - (v) Buildings shall be separated a minimum of 30 feet from one another within self-service storage facilities. Storage bays within a single building shall not be

interconnected by interior doors or other interior means providing access from one storage bay to another. The dimensions of any storage bay shall not exceed 22 feet in the narrowest dimension or 36 feet in the widest dimension.

- (vi) A sign shall be limited to one ground pole sign at the entrance to the premises. Not more than 32 square feet in area shall be permitted with a maximum height of ten feet.
 - (vii) All exterior lighting shall be of cut-off type to prevent off-site glare. Each tenant storage space shall be provided with separate interior lighting.
 - (viii) All storage shall be kept within an enclosed building.
 - (ix) Loading docks shall be prohibited and loading areas to storage bays shall be at the same elevation as the means of vehicular access thereto.
 - (f) Commercial activity: It shall be unlawful for any owner, operator or lessee of any self-service storage facility or portion thereof to offer for sale, or to sell any item of personal property or to conduct any type of commercial activity of any kind whatsoever, other than leasing of the storage units, or to permit same to occur upon any area designated as a self-service storage facility. Violation of this section shall be subject to the provisions of Section 34-804 of the Hastings City Code. Any violation may be cause for revocation of the conditional use permit by the City Council.
 - (g) Repair, reconditioning and fabrication prohibited:
 - (i) Because of the danger from fire or explosion caused by the accumulation of vapors from gasoline, diesel fuel, paint, paint remover and other flammable materials, the repair, construction, or reconstruction of any boat, engine, motor vehicle, or furniture, and the storage of any propane or gasoline storage tank is prohibited within or outside any structure on a tract of land designated as a self-service storage facility.
 - (ii) This provision shall be posted and be included in the tenant lease agreement.
 - (h) An approved plan shall be valid for a period of 24 months following the date of approval by the Council. If construction has not been started within said 24 month period, the plan shall be null and void unless the time for start of construction has been extended by the Council.
- (10) *Standards for detached dwelling, accessory.*
- (a) Accessory detached dwellings shall be limited in use to housing immediate family members who live in the principal detached dwelling located on the lot. Immediate family members shall mean either the parent(s) or child(ren) of the owner of the principal dwelling.
 - (b) Accessory detached dwellings shall be located only on lots having an area of five acres or greater.
 - (c) Accessory detached dwellings shall not be in a mobile home. Manufactured homes utilized for accessory detached dwellings shall meet the minimum requirements set forth in Hastings City Code 34-312.
 - (d) Accessory detached dwellings shall have a minimum habitable area of 850 sq. ft.

- (e) Accessory detached dwellings shall have utility services shared with the principal detached dwelling located on the lot.
 - (f) Accessory detached dwellings shall not be larger than the principal dwelling on the lot.
 - (g) When an accessory detached dwellings is no longer utilized by an immediate family member as defined in this section, the conditional use permit shall become null and void. The conditional use permit holder shall notify the development services department in writing that the accessory detached dwellings is no longer being used within 30 days of cessation of use.
- (11) *Standards for construction and demolition waste landfill sites.*
- (a) The granting of a conditional use permit for a construction and demolition waste landfill shall constitute the City's approval of the construction and demolition waste landfill site as provided for in Neb. Rev. Stat. § 13-1701 et seq.
 - (b) The site for a construction and demolition waste landfill shall be located outside of the corporate limits of the City.
 - (c) The minimum site area for a construction and demolition waste landfill shall be 20 acres, unless, due to unusual circumstances, such area requirement is reduced by the City Council.
 - (d) No solid waste other than construction and demolition waste may be put in a construction and demolition waste landfill.
 - (e) A fence, sufficient to control access and prevent airborne debris from leaving the site, shall be constructed around each portion of the construction and demolition waste landfill site being used for construction and demolition waste activities.
 - (f) No construction and demolition waste landfill operations shall be conducted so that fill will be placed in streambeds or other areas where water courses would be obstructed or where erosion by the stream would remove cover material.
 - (g) Routes used by trucks to and from the construction and demolition waste landfill shall be approved by the Director of the Public Works Division, or his designee.
 - (h) When mud, dirt or spilled debris accumulates on streets from trucks or from construction and demolition waste landfill equipment, it shall be removed by the person holding the conditional use permit.
 - (i) The conditional use permit shall provide a date by which the construction and demolition waste landfill shall be terminated or the conditional use permit renewed.
 - (j) The conditional use permit shall require that when the construction and demolition waste landfill has been brought up to within 18 inches of the desired grade, it shall be covered and maintained with at least 18 inches of compacted dirt and seeded in such a manner so as to prevent erosion.
 - (k) Within 90 days following the granting of a conditional use permit, the applicant shall record with the Register of Deeds a permanent instrument notifying the public of the existence of a construction and demolition waste landfill at the site, the type, depth and location of the waste which is to be placed upon the property, as well as the existence of

any monitoring systems thereon, and any restrictions on the use of the property which may be provided to protect the integrity of the final cover, liner, monitoring systems or any other components of the containment system.

- (l) No site shall be approved except on a determination by the City Council that it complies with the provisions of Nebraska law, including the notice and public hearing requirements set forth in Neb. Rev. Stat. § 13-1701 et seq.

(12) *Standards for recreational vehicle parks.*

- (a) The minimum size of a recreational vehicle park shall be two acres, except as otherwise required for the pertinent use district.
- (b) Density for recreational vehicle parks shall not exceed 24 recreational vehicles per gross acre.
- (c) All areas not devoted to recreational vehicle spaces, buildings, structures, drives, walks, off-street parking facilities, or other authorized installations, shall be covered with lawn grass, shrubbery, trees, or other suitable ground cover materials.
- (d) The council may require suitable screening around all or any part of the site boundary.
- (e) A recreational vehicle park operation shall have adequate solid waste collection facilities, which will be constructed and maintained in accordance with all municipal health regulations, and shall be designed to bar animals from access to the solid waste. Solid waste shall be removed from the park at least once a week.
- (f) The recreational vehicle park shall be served by an on-site service building containing a public water supply and public toilet facilities, and by a storm shelter which, for the purposes of this section, shall mean a structure designed to withstand a 200 mile-per-hour wind, and which has a designed occupant load of no less than 20 square feet per recreational vehicle space.
- (g) Recreational vehicle parks may have accessory uses and buildings including, but not limited to, restroom and shower facilities, convenience facilities, dump stations, playgrounds, and areas for tenting.
- (h) Convenience facilities of a commercial nature may include, but not be limited to, stores and laundry facilities, and shall be subject to the following:
 - (i) The facilities and related parking shall not occupy more than ten percent of the recreational vehicle park.
 - (ii) The facilities shall be located, designed, and operated for the primary purpose of serving the trade or service needs of park patrons.
 - (iii) In agricultural and residential mobile home districts, the facilities and any signage shall present no visible evidence of their commercial character in a manner which is apparent from any public street.
- (i) Recreational vehicle parks located in agricultural (A) may have signs subject to the requirements of Hastings City Code Section 34-309(5), and recreational vehicle parks located in Commercial Business Districts (C-3) and Light Industrial Districts (I-1) may have signs subject to the limitations of Hastings City Code Section 34-309(6).

(13) *Standards for kennels.*

- (a) All points on the perimeter of any kennel facility, dog run or exercise area shall be at least 100 feet from any property line.
- (b) Outdoor exercise areas, runs, or yards when provided for training or exercising, shall be restricted to use during daylight hours.
- (c) A site plan, drawn to scale shall be provided with the application showing all existing and proposed buildings and structures, fencing and landscaping.
- (d) A narrative statement shall be provided with the application describing:
 - (i) The maximum total number of animals to be kept on the premises at any time.
 - (ii) The expected male/female mix of animals at any time.
 - (iii) The type of kennel enclosure including the size of the enclosures.
 - (iv) The type and height of fencing.
 - (v) The type and size of year-round shelters.
 - (vi) The source and location of water supply.
 - (vii) The sanitary maintenance plan, including provision for collection and disposal of excrement and other waste solution or material.
 - (viii) Lighting.
 - (ix) Landscaping and other visual and noise barriers.
 - (x) Surface drainage.
 - (xi) Expected weekly traffic related to the keeping of animals.
 - (xii) Hours of operation.
- (e) The total number of animals on the premises at any one time will be established as part of the conditional use permit process.
- (f) The applicant must demonstrate that:
 - (i) The location and operation of the kennel is appropriate for housing multiple animals and will be consistent with the health and safety of the animals and of the neighbors.
 - (ii) The location of the kennel on the property will have no significant adverse effect on the peace and quiet or sanitary conditions of the neighborhood.
 - (iii) The kennel will be operated in a manner that it will cause no nuisance to the public.
 - (iv) The kennel will be operated in a safe, sanitary, and humane condition.

(14) *Standards for bed and breakfast establishments.*

- (a) *General requirements.*
 - (i) Each bed and breakfast shall be established, maintained and operated so as to preserve and compliment the residential character and integrity of the surrounding area when the facility is established in a residential zoning district.

- (ii) The bed and breakfast shall be occupied and operated by the owner as their principal residence.
 - (iii) The single family dwelling used as a bed and breakfast shall have a minimum of 2,000 sq. ft. in living area.
 - (iv) The home shall not be used by the public or paying guests for the hosting of receptions, private parties or the like.
 - (v) Any meals provided and any amenities connected with the guest rooms, such as a swimming pool or tennis court shall be solely for the use of the owner, the owner's family and the owner's registered guest.
 - (vi) There shall be no separate or additional kitchen facility for the guests.
 - (vii) A person who does not reside at the home shall not be employed to assist in the conduct of a bed and breakfast except as usual for a single family residence (e.g., maid, housekeeper).
 - (viii) A bed and breakfast must comply with all other provisions of the zoning district in which it is located and must comply with all other ordinances of the City.
- (b) *Guest rooms.*
- (i) Rooms utilized for guest rooms shall be part of the single family dwelling unless specifically approved by the conditional use permit.
 - (ii) A guest room shall not be located in a basement.
 - (iii) No more than three occupants per guest room shall be allowed.
 - (iv) Each guest room shall be equipped with a properly installed and functioning smoke detector. Further, a smoke detector shall be properly installed and functioning on or near the ceiling in the room or hallway from which each guest room exits.
 - (v) A fire escape plan shall be developed and graphically displayed in each guest room.
- (c) *Parking.*
- (i) The bed and breakfast will provide two off-street parking spaces for the residence and one additional space per guest room.
 - (ii) Off street parking shall be developed in such a manner that the residential character of the property is preserved.
- (d) *Register.* Every person operating a bed and breakfast residence shall keep at all times a book, to be known as the register, in which it shall be required that every person to whom a room is let shall have his, her or their name or names and address registered there in ink, along with the date on which the room was let, the date it was vacated, the correct number or other designation of the room let, and the number of the occupants assigned to the room. No page of the register may be disposed of until two years after the date of the most-recent entry recorded on it. The register shall be available to Development Services on request.
- (e) *Signs.* Signage shall be limited to one non-illuminated wall-mounted sign not to exceed six square feet in area.

(f) *Application.*

(i) The application shall contain:

- (1) The name, address and telephone number of the owner(s) and address of proposed bed and breakfast.
- (2) A plan, drawn to scale showing the floor plan of the dwelling, together with any proposed changes, renovations and additions to the dwelling.
- (3) A site plan drawn to scale and including the following information:.

Title of the drawing

North arrow, scale and date

Boundaries of the project site

Location of all existing or proposed site improvements, including buildings, additions, expansions, driveways, parking area, streets, retaining walls, fences and hedges

Location of all existing and proposed access and egress drives

Location, design and size of all proposed signs and outdoor lighting facilities

Location of existing and proposed buffer and screen areas, structures and vegetation

- (ii) Development Services may require such additional or supportive information as it deems necessary for a complete assessment of the proposed bed and breakfast.

(g) *Permit.*

- (i) The owner shall not make any change, deviation, modification or variation from the application and site plan once the same is approved by the City Council.
- (ii) Any amendments to an approved conditional use permit shall be reviewed by the Planning Commission and approved by the City Council if found to be consistent with these standards. Minor amendments to the permit may be approved by the Development Services Director. Such administrative approval shall be limited to parking lot and landscaping improvements, exterior facade changes and signs. An appeal of the Development Services Director's denial of a requested minor change may be taken to the Planning Commission. The procedure for such appeals shall be the same as provided for amendments under Section 34-801(2).
- (iii) The use is subject to review at any time and may be revoked after a hearing by the City Council and a finding by the Council that the use has become detrimental to the neighborhood.
- (iv) Upon the issuance of a permit for bed and breakfast establishment, an annual inspection and certificate of compliance for the bed and breakfast shall be issued by Development Services for continued operation.

(v) An application for a certificate of compliance shall be filed with Development Services with the inspection fee as set by the current fee schedule.

(h) *Review considerations.* The City's review of the application and site plan shall include but not be limited to the following considerations:

Adequacy and arrangement of vehicle traffic access and circulation Location, arrangement, appearance and sufficiency of off street parking Location, arrangement, size and design of lighting and signs

Relationship and compatibility of proposed use to uses of adjacent parcels together with their scale

Adequacy, type and arrangement of trees shrubs, fences and other landscaping or improvement constituting a visual or noise-detering buffer between the site and adjacent or adjoining uses

Any other matter which may affect the health, welfare and safety of the community as a whole and the parcels in the immediate vicinity of the site.

(15) *Standards for livestock feeding operations.* For the purposes of this subsection, the term "animal unit (AU)" shall mean the relationship of various animals with regard to manure production based upon 1,000 pounds of animal(s) regardless of type. The following relationship with regard to manure production shall be as follows:

Type of Animal	Animal Unit(s)
Beef animal (500—1,200 pounds)	1.00
Beef or dairy calf (150—500 pounds)	0.50
Young dairy stock (500—1,000 pounds)	0.75
Replacement heifers	1.00
Dairy cow	1.40
Horse	2.00
Swine (55 pounds or heavier)	0.40
Swine (less than 55 pounds)	0.04
Swine (sow and litter)	0.50
Sow or boar	0.40
Sheep and goat	0.10
Chicken	0.01

Turkey	0.02
Ostrich	0.40
Llama or alpaca	0.50

- (a) The following setbacks and design standards are the minimum sanitation and odor practices for the City of Hastings. In addition, the Hastings City Council, when considering the health, safety, and general welfare of the public, may impose more restrictive requirements. These requirements should consider such things as:
- odor
 - dust,
 - lighting,
 - waste disposal and
 - dead livestock.
- (b) A conditional use permit may be approved after public notice has been given and public hearing is conducted as required by law.
- (c) Agricultural operations of 300 animal units (A.U., equaling one cow or cow-calf pair) and under are considered a farm as defined in these regulations and do not require a conditional use permit.
- (d) All existing livestock feeding operations (LFO's) that have been granted a conditional use permit may expand within their designated level; except for the 20,000 and above which requires a new conditional use permit for each expansion beyond 20,000 A.U.'s, as outlined in Table 404-1, without applying for another conditional use permit. All new livestock feeding operations and those expanding to the next level shall require a conditional use permit and shall be located no less than at a distance from non-farm residences or other residences not on an owner's property in any affected zoning district as hereafter described:
- (i) Livestock feeding operations will be categorized either as environmentally controlled housing operations or open lot operations. Livestock feeding operations having more than one type of feeding operation at one location shall be categorized according to the operation which constitutes the majority of the total operation, measured in A.U.'s. Each operation type shall be classified in one of four levels according to total number of animal units (A.U.) in the operation at any one time. Levels will include:
- Class I facility = 301—1,000 animal units;
- Class II facility = 1,001—5,000 animal units;
- Class III facility = 5,001—20,000 animal units; and

Class IV facility = 20,001 or more animal units.

Livestock feeding operations having more than one type feeding operation at one location shall be categorized according to the total number of animal units.

TABLE 404-1: LFO SPACING AND DISTANCE (Distances given in feet)			
Size of Proposed LFO in Animal Units.		Non-farm or Other Residence and Other LFOs (feet)	
Class I 301—1000	ECH	1,320	
	OPEN	1,320	
Class II 1001—5000	ECH	5,280	
	OPEN	2,640	
Class III 5001—20,000	ECH	5,280	
	OPEN	2,640	
Class IV 20,001 or more	ECH	7,920	
	OPEN	3,960	

ECH = Environmentally Controlled Housing OPEN = Open Lot Operations

- (ii) Livestock feeding operations having more than a 1,000 animal units shall also locate at a distance as specified under the environmentally controlled housing or open lots, in Table 1 from a platted residential area, public park, recreational area, church, cemetery, religious area, school, historical site, and residential district.
- (iii) All livestock feeding operations over 20,000 animal units shall be required to obtain a new conditional use permit prior to any expansion, unless it meets the standards of the exceptions in the exceptions section.
- (iv) The producer shall have a pre-submission meeting with the City of Hastings Development Services Director and City of Hastings Building Inspector to discuss tentative plans and layouts prior to formal submission of the conditional use permit for livestock feeding operations.
 - 1. The applicant shall submit a proposed site plan and conditions or requirements of this regulation pending approval of application for a proposed operation and waste disposal plan from the Nebraska Department of Environment and Energy (NDEE) or any other applicable state agency.

2. The applicant shall submit all pertinent materials and designs, as per the conditional use permit application for livestock feeding operations.
3. The applicant shall file a copy of the proposed operation and maintenance plan and proposed manure management plan. The approved plans shall be submitted after NDEE approval if different from the proposed. Said plans shall be filed with the City of Hastings Development Services Director.
4. The applicant shall also file a copy of all approved NDEE plans and permits with the City of Hastings Development Services Director within 30 days after they are issued by the NDEE.
5. An annual manure management plan shall be submitted to the City of Hastings Development Services Director which shall follow "best possible management practices" as specified by NDEE in order to protect the environment, as well as the health, safety and general welfare of the public and their property values.
6. If stockpiling of animal waste and/or composting of dead carcasses, as per state statutes, are part of the manure management plan, the waste shall be maintained in an area as outlined in Table 1 of this section. Said area shall also have located on the proposed site plan indicated in [Subsection] (a) above.
7. All ground surfaces within outside livestock pens shall be maintained to insure proper drainage of animal waste and storm or surface runoff in such a manner as to minimize manure from being carried into any roadway ditch, drainage area or onto a neighbor's property.
8. In no event shall any manure storage unit or system be constructed where the bottom of the unit or system is either in contact with or below the existing water table where the unit or system is to be constructed. Application of manure in flooded areas of standing water shall be prohibited.
9. All runoff or waste generated by a livestock feeding operation facility shall be contained within the associated farming operation, or, on the premises upon which the confined feeding facility or feedlot is located. The applicant must verify that all runoff control ponds, lagoons, methods of manure disposal and dust control measures are designed to minimize odor and air pollution, and avoid surface or groundwater contamination as regulated by the State of Nebraska.
10. The setbacks from a livestock feed operation to any non-farm dwelling, other residence or other livestock feeding operation are outlined in Table 404-1.

(e) Exceptions:

- (i) Any Class I Livestock Feeding Operation use in existence as of the effective date of this provision, and which is located within the minimum spacing distance in Table 1 to any church, school, public use, other livestock feeding operation or single-family dwelling within the current class or to the next class, may expand in animal units and/or land area under a conditional use permit, provided the proposed expansion complies with all of the following limitations:
 1. Such expansion will not decrease the distance from the livestock feeding operation use to any church, school, public use, other livestock feeding operation

or single-family dwelling not of the same ownership and not on the same premises with said livestock feeding operation which is less than the minimum prescribed spacing distance.

2. Any physical expansion of the existing livestock feeding operation shall be immediately contiguous with the facilities of the existing livestock feeding operation.
3. Such expansion may occur in phases over time, but in no event shall such expansion(s) result in a livestock feeding operation that is more than 50 percent larger in animal units than the one-time capacity of the use which existed as of the effective date of this provision. Any expansion beyond this limitation is prohibited unless a conditional use permit for expansion that meets all requirements is heard by the Planning Commission and authorized by the City Council.
4. If such expansion results in such livestock feeding operation being required to obtain a new construction permit from NDEE, introduction of additional animals shall be prohibited until said permit is issued by NDEE or other applicable or successor agency has been issued and such livestock feeding operation shall be operated at all times in a manner consistent with the requirements of said permit and applicable regulations of this provision.

(16) Standards for temporary use permit (TUP).

(a) Purpose. The purpose of this permit is to provide for the safe flow of all modes of traffic in the public rights-of-way, to ensure the public's health and safety during regular reoccurring events is accomplished on a seasonal or temporary basis, and to allow for a diversified economy in the City of Hastings. In order to manage the variety of temporary uses that are possible, this section is added to advise on the permit application and review process, and requirements for three types of temporary uses: recreational vehicles in mobile home parks or recreational campgrounds for extended temporary stay, mobile vendors and temporary structures.

(b) Procedure. All applications for a temporary use permit shall be made to the Development Services Director or designee in written form, on the prescribed application, and shall be accompanied by the fee set by resolution. In line with 34-403 (6) temporary uses shall be determined according to their zoning as to the allowance of the type of temporary use. If the use is permitted then so long as the permit application is reviewed and approved after internal review a TUP will be provided. However, if this use is shown to be a restricted use it still must meet the specific requirements as listed in the Section (e) (below). Unless otherwise indicated in the specific requirements for each type, a permitted or restricted temporary use will not require a review by Planning Commission and City Council and will be administratively approved by the Development Services Director following an internal review. However, these permits may be asked to mitigate any issues found in internal review prior to approval.

(c) Application. Applicants must first fill out an online application for a temporary use permit to be found under Planning and Land Use – Zoning Permits on the City of Hastings website. Here you will be asked to provide the following information:

- (1) The name, address and telephone number of the owner(s) and applicant, if not the same person. If the applicant is a firm, corporation or other legal entity, the registered agent of the corporation shall be identified on the application as such. An owner authorization form will be required if the owner is different from the applicant and this must be signed by both parties.
- (2) An address of proposed location or property for which you plan to have your temporary use.
- (3) Any contractor you will be using to setup your use.
- (4) Project Name which includes your proposed use (i.e., Recreational Vehicle in mobile home parks or recreational campgrounds for extended temporary stays, Mobile vendor or temporary structure).
- (5) As part of this permit you are required to provide the following documents:
 - a) A site plan, drawn to scale showing where on this property you will be located and all of the following:
 - Existing zoning, area, lot size, and your reason for the request.
 - North arrow, scale and date
 - Boundaries of the project site
 - Area where any fire hydrants are located as well as any utilities pedestals that might be used.
 - Location of all existing or proposed site improvements, including buildings, additions, expansions, driveways, parking area, streets, retaining walls, fences and hedges
 - Location of all existing and proposed access and egress drives
 - Location, design and size of all proposed signs and outdoor lighting facilities Location of existing and proposed buffer and screen areas, structures and vegetation
 - Dimensions of all proposed temporary structures associated with the temporary use, and as requested by the city, elevations or photographs of the structures.
 - b) If there will be a temporary structure built then a rendering, building plans and /or a floor plan of the structure will also be required. If the temporary structure is an accessory structure then it must also comply with requirements found in 34-311.
 - c) Written description of the type, nature and extent of the proposed request. This must more specifically include the following:
 - Dates, days and hours of operation during which the applicant seeks to conduct the temporary use and occupy any temporary structure.

- Graphic example or brief statement of the nature and character of the signage or advertising.

d) Such other information as deemed necessary by the Development Services Director or designee for purposes of evaluating the application.

(d) *Internal Review.* All TUP applications will be reviewed by several City internal key departments to ensure that the temporary use will not cause public health and safety issues for the community at large. These departments will include City Police, City Fire, City Attorney, City Utilities, City Engineering and any other areas that may be deemed appropriated depending on the proposed temporary use.

(e) *Terms, nonconformance, continuation and termination.* A TUP is an annual permit for all types. However, a recreational vehicle in mobile home parks or recreational campgrounds for extended stay must be granted extension at 6 months. All existing uses that do not have a temporary use permit at the time of passing of this ordinance will have 6 months to apply for a TUP and to come into compliance to the regulations found in Section (f).

(f) *Specific Requirements by type of TUP (i.e., Recreational vehicles in mobile home parks or recreational campgrounds for extended temporary stays, Mobile vendor or temporary structure)*

(1) Recreational vehicle in mobile home parks or recreational campgrounds for extended temporary stays.

a) Article V Mobile Home Park Regulations defines Mobile Home Park and specifically states that this use *does not include tourist facilities for travel trailers, campers or other recreation vehicles as defined herein.* This will remain the case on a long-term basis. However, the City has a housing shortage and is working hard to encourage growth and development. Development can come in large surges and during times when multiple development projects are introduced into our local and surrounding areas economies there is a real need to provide housing for construction crews that are not local. These projects can take anywhere from 6 months to several years to complete when they are large and complex. Temporary housing during these times has been an issue in the past. Campgrounds and mobile home parks do have infrastructure capabilities to provide solutions for these crews and some of the areas campgrounds and mobile home parks have the vacancy to accommodate these crews in an appropriately designed recreational vehicle on a temporary basis. Therefore, a temporary use permit application can provide Staff with ability to ensure these crews are housed in a safe and healthy manner after internal review of all the following criteria is performed.

- Applicant must provide documentation demonstrating an economic development need as discussed above in Section (a), showing they are on a crew for a project in the local area that will require housing locally. Acceptable documentation of W-2 with note from construction company management confirming employment on a project locally with a potential timeline indicated.

- Recreational vehicle shall be capable of being legally operated on the highways, and containing permanently installed essential living facilities for longer-term temporary stays of up to 180 days or more in a campground or mobile home park. As defined in City Code Section 34-103, this shall not include any towed utility trailer, camping trailer, truck camper, van conversion nor shall it include any vehicle defined in the license and registration laws as an automobile or passenger. Types of recreational vehicles that would be capable of attaining a temporary use permit (TUP) are fifth wheel trailers, motor homes, park trailers and travel trailers and should be current on license and registration and capable of legally operating on the highway.
 - Designed for long-term occupancy and containing sleeping accommodations, a flush toilet, a tub or shower bath and kitchen facilities, with plumbing and electrical connections provided for attachment to outside systems.
 - Designed to be transported after fabrication on its own wheels, on flatbeds or other trailers or detachable wheels and ready for occupancy except for minor and incidental unpacking and assembly operations and connection to utilities.
 - Placed upon impermanent foundation or otherwise so placed as to permit moving of the unit to another location during its usable life.
- This particular TUP will last for durations of 180 days; however, the Development Services Director or designee can grant time extensions to this duration on a case-by-case basis.
- If placing in a Mobile Home Park the temporary structure must be capable of complying with the Spaces requirements found in City Code Section 34-505, Electrical power requirements found in City Code Section 34-506, Water and sewage requirements found in City Code Section 34-508
- No more than one propane cylinder not greater than 120 pounds will be allowed per City Code Chapter 30-907. These are to be placed on at least a 3X3 concrete pad per NFPA 58. Building and Fire inspectors will determine the appropriate placement of these pads on each space and must final approve the finished pads.

(2) Mobile Vendor.

- a) Food vendors must provide a copy of their State issued temporary food establishment permit and must comply to all requirements for such permit found in the Nebraska Food Code.
- b) Site Plans must demonstrate safe flow of all modes of traffic in the public rights-of-way and that this temporary use does not block or hinder traffic flow and has adequate ingress and egress to access the site,

- c) Appropriate parking for the use of this food truck must be demonstrated in the site plan and explained in the narrative.
- d) Propane tanks associated with this use must comply to all NFPA requirements.
- e) Plans for trash/recycling collection must be shown on the site plan and discussed in the narrative.
- f) Sanitation such as portable or accessible toilets and hand washing facilities should be shown on the site plan, if provided, and discussed in the narrative.
- g) If your use will pose any nuisances such as noise or smell you must discuss your plan to mitigate these potential nuisances in your narrative.
- h) Any outdoor seating, lighting, heat lamps, should be shown on the site plan and discussed in your narrative.
- i) Any relevant occupation tax must be paid to the City Finance department at the time of permit application.
- j) Barricades, electrical cords, necessary utilities and/or connections, propane tanks and etc. must be shown on your site plan and discussed in your narrative.
- k) Any signage that will be proposed such as temporary sidewalk signs or other temporary signage must be shown on your site plan and will be evaluated as part of this permit. ~~and a separate sign permit must be applied for and approved by Development Services.~~
- l) Use of existing structures to accommodate customers must shall require a building review and potentially a building permit for any improvements to be utilized as an accessory structure and/or use to the mobile vendor. Additionally, if determined it is an accessory use then it must comply to accessory setbacks and other guidelines seen relevant to this zoning district in City Code Section 311 and Table 311-1.
- m) If more than one mobile vendor is on a single site there must be at least 10' separation between each mobile food vendor. In addition, IFC 2018 requires that there also be 10' between the vendor and buildings; at least 10' from hydrants and that any generators also be located at least 10' from hydrants.
- n) All Mobile Food vendors must comply to all Hastings Fire & Rescue requirements and will be given an information Bulletin upon permit submission.

(2) Temporary Structures.

- a) Any accessory type of structure must comply to City Code Section 34-311 and be accessory to a principal structure.
- b) A building permit will be required and will need to be approved for any temporary structures not categorized as an accessory type of structure.
- c) A narrative discussing the reason for the temporary structure and the use will be required.

- d) This particular TUP will last for durations of 180 days; however, the Development Services Director or designee can grant time extensions to this duration on a case-by-case basis.

SECTION 5. That any ordinance passed and approved prior to the passage of this ordinance, and in conflict with its provisions, is hereby repealed.

SECTION 6. 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 8th day of November, 2021

ATTEST:

Corey Stutte, Mayor

Kimberly S. Jacobitz, City Clerk

(S E A L)

APPROVED TO FORM:

Clint Schukei, City Attorney

ORDINANCE NO. 4674

AN ORDINANCE OF THE CITY OF HASTINGS, NEBRASKA, TO AMEND SECTIONS 34-103, 34-200, 34-403 AND 34-404 OF THE OFFICIAL CITY CODE OF THE CITY OF HASTINGS, NEBRASKA, TO PROVIDE FOR A TEMPORARY USE PERMIT AND TO ALTER THE USES AND DISTRICT TABLE; TO REPEAL ANY ORDINANCE IN CONFLICT HEREWITH; TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

SECTION 1. That Section 34-103 of the Official City Code of the City of Hastings, Nebraska, be and the same is here by amended to read as follows:

34-103. General definitions.

All words and phrases shall have their ordinary and customary meanings unless the context of the word or phrase indicates otherwise. The following terms shall have the meaning given below, unless the context of the use of the term clearly indicates otherwise based on the stated intent or other guidance associated with its use in a particular section of these regulations.

Abutting. Immediately adjacent and shall not include property separated by an alley or a street.

Accessory building. A subordinate building located on the lot occupied by the principal building and having a use customarily incident to the main use of the property. A building housing an accessory use shall not be considered an accessory building when it has any part of a wall in common with the principal building, or is under an extension of the main roof, and designed as an integral part of the principal building.

Accessory use. A use of a building or land which is customarily incident and subordinate to and located on the same lot as the principal use of the lot.

Acoustic rating. A measure of sound-deadening quality of a wall or ceiling-floor assembly.

Adjacent. Within close proximity, property separated by a street, alley, stream or other ownership physical separation between properties.

Adult. Any person 19 years of age or older.

Alley. A minor way which is used primarily for vehicular service access to the back or side of properties otherwise abutting on a street.

Alteration. Any addition, removal, extension or change in the location of any exterior wall of a main building or accessory building.

Antenna, receiving. Any structure or device use for the purpose of receiving radio, television, radar microwave, or other broadcast signals.

Area, building. The total of areas taken on a horizontal plane at the main grade level of the principal and all accessory buildings or structures exclusive of steps.

Arterial street. A street designed and intended to carry traffic from residential and collector street systems to major highways. Arterials are designated by class on the official streets and highways plan.

Basement. That portion of a building between floor and ceiling which is partly below and partly above grade but so located that the vertical distance from grade to the floor below is less than the vertical distance from grade to ceiling.

Block. A piece or parcel of land entirely surrounded by public highways or streets, other than alleys and identified as such a plat or other official document. In cases where the platting is incomplete or disconnected, the building inspector shall determine the outline of the block.

Broadcast or antenna tower. A structure for the transmission or broadcast of radio, television, radar, or microwaves which exceeds the maximum height permitted in the district in which it is located.

Building. A structure designed or intended for the enclosure, shelter, or protection of persons, animals, chattels, or property. Buildings connected by a breezeway shall be deemed separated buildings.

Building, height of. The vertical distance from the average elevation of the finished grade to the highest point of the coping of a flat roof or to the deck line of a mansard roof or to the average height of the highest gable of a pitch or hip roof. See Exhibit No. 1, Appendix A.

Building, principal. A building in which is conducted the main use of the lot on which the building is situated.

Camping trailer. A vehicular portable unit mounted on wheels and constructed with collapsible partial side walls which fold for towing by another vehicle and unfold at the campsite to provide temporary living quarters for recreational, camping, or travel use.

Campus. A ten-acre or larger tract of land that has been planned, developed and operated as an integrated group of buildings or structures with compatible supporting ancillary uses with special attention given to vehicular traffic circulation and parking, pedestrian access and movement, utility needs, and a consistent theme of aesthetics associated with buildings and grounds.

Caregiver quarters. A caregiver quarters shall mean an accessory residential structure located on the same lot or tract as the principal residence. Caregivers shall include nannies/caretakers/caregivers/servants of immediate family members, but shall not include other domestic workers.

Cellar. That portion of a building between floor and ceiling which is wholly or partly below grade and so located that the vertical distance from grade to the floor below is equal to or greater than the vertical distance from grade to ceiling.

Collector street. A street designed and intended to carry traffic from residential street systems to arterial or major highway systems.

Common wall. A wall or walls extending from the basement or ground floor line of a building to the roof along a lot line, which lot line is common to an adjoining lot.

Comprehensive plan. The Comprehensive Development Plan of the City of Hastings.

Conditional use. A provision which allows for flexibility within the zoning district by permitting certain specified uses in zoning districts where such uses are generally considered appropriate, but only after additional controls and safeguards are applied to ensure their compatibility with permitted principal uses.

Court. An open, unoccupied space, other than a yard, bounded on three or more sides by exterior walls of a building, or by exterior walls of a building and lot lines on which walls are allowable.

Condominium. Individual ownership of a unit within a multi-unit structure, and an equal undivided interest in the common areas and lands associated with the structure.

Curb level. The mean level of the curb in front of the lot, or in case of a corner lot, along that abutting street where the mean curb level is the highest.

Density. The number of dwelling units per gross acre in any residential development.

District. A section or sections of either the City of Hastings or area within two miles thereof for which regulations governing the use of buildings and premises, the height of buildings, the size of yards, and the intensity of use are uniform.

Dwelling. A building designed or the principal use of which is as living quarters providing independent and complete cooking, living, sleeping and toilet facilities for a single housekeeping unit.

Family. One or more persons immediately related by blood, marriage, or adoption and living as a single housekeeping unit in a dwelling shall constitute a family. A family may include, in addition, not more than five persons who are unrelated for the purpose of this title. The following persons shall be considered related for the purpose of this title:

- (1) A person residing with a family for the purpose of adoption.
- (2) Not more than six persons under 19 years of age, residing in a foster home licensed or approved by the State of Nebraska.
- (3) Not more than three persons 19 years of age or older residing with a family for the purpose of receiving foster or supervised care licensed or approved by the State or its delegate.
- (4) Any person who is living with a family at the direction of a court.

Fence. See Section 34-305 under supplementary district regulations.

Fifth-wheel trailer. A unit mounted on wheels, designed to provide temporary living quarters for recreational, camping, or travel use, of such size or weight as not to require a special highway movement permit, of gross trailer area not to exceed four hundred thirty square feet in the setup mode, and designed to be towed by a motorized vehicle that contains a towing mechanism that is mounted above or forward of the tow vehicle's rear axle.

Flagpole. A flagpole shall mean a narrow extension of property which is attached to and constitutes a part of a flag lot, which property provides access from the public right-of-way to the buildable portion of the flag lot. A flagpole shall be at least 20 feet in width and must meet all requirements of the Fire Code of the City as a fire apparatus access road. When located in the City of Hastings, Nebraska, a flagpole shall be not more than 200 feet in length. When located outside the City of Hastings, Nebraska but within the zoning jurisdiction of said City, a flagpole shall be not more than 400 feet in length.

Flood plain. Those lands which are designated as flood plain on the official flood way boundary maps of the City of Hastings.

Floor area ratio. Floor area ratio is defined as the maximum gross floor area of a building on a lot or parcel, divided by the area of the lot or parcel. (F.A.R. of 2.0 provides for 28,000 gross sq. ft. of building on a lot with an area of 14,000 sq. ft.)

Grade. The average finished ground level adjoining the building at all exterior walls.

Gross area. The total site area, excluding bodies of water, to be included within a proposed development as indicated on a site plan.

Gross floor area. The total horizontal area of all of the floors of a building, measured from exterior to exterior including interior balconies, mezzanine, stairwells, elevator shafts and ventilation shafts, etc.

Gross leasable floor area. The total floor area designed for tenant occupancy and exclusive use; including basements, mezzanines and upper floors, if any, but excluding stairways, common hallways and mechanical equipment rooms, expressed in square feet measured from the centerline of joint partitions, and from the exterior surface of outside walls.

Height of yard or court. The vertical distance from the lowest level of such yard or court to the highest point of any boundary wall.

Landscaping. Landscaping shall mean that an area is predominately devoted to, and maintained for, the growing of trees, shrubbery, lawns and other plant materials.

Lot. A parcel of land occupied or to be occupied by one main building, or unit group of buildings, and the accessory buildings or uses customarily incident thereto, including such open spaces as are required under this chapter, and, except for a flag lot as defined in this chapter, having its principal frontage upon a public street or approved place. A lot as used herein may consist of one or more platted lots, or tract or tracts, as conveyed or parts thereof, and shall include a flag lot.

Lot, corner. A lot abutting upon two or more streets, at their intersection. A corner lot shall be deemed to front on that street on which it has its least dimension, unless otherwise specified by the Building Inspector.

Lot, flag. A flag lot shall mean a lot which does not have the required frontage on a public street and which is located adjacent to a lot which does have the required frontage on a public street. A flag lot shall include a projection, or "flagpole", which connects the flag lot to the public right-of-way, which flagpole shall meet the requirements set forth in this chapter under the definition of flagpole. The flagpole on a flag lot need not meet the minimum lot width requirements set forth in these regulations, but the remaining portion of a flag lot, exclusive of

the flagpole, must meet all lot width, front and rear yard setbacks and all other requirements the same as if it were not a flag lot.

Lot coverage of building. That percentage of the total lot area covered by buildings.

Lot, double frontage. A lot having a frontage on two non-intersecting streets as distinguished from a corner lot.

Lot, interior. A lot whose side lines do not abut upon any street.

Lot depth. The mean horizontal distance from the front lot line to the opposite rear lot line.

Lot in separate ownership at the time of the passage of this chapter. A lot the boundary lines of which along their entire length touched lands under other ownership as shown by plat or deed recorded in the office of the Register of Deeds of the County on or before August 26, 1968.

Lot lines. The lines bounding a lot as defined herein.

Lot line, front. The boundary between a lot and the street on which it fronts, provided that for a flag lot, the front lot line shall mean the closet line which is approximately parallel to the public right-of-way or approved place, at the end of the flag pole farthest away from the public right-of-way.

Lot line, rear. The boundary line which is opposite and most distant from the front lot line; except, that in the case of uncertainty the building inspector shall determine the rear lot line.

Lot line, side. Any lot boundary not a front or rear line thereof. A side line may be a party lot line, a line bordering on an alley or place or a side street line.

Lot width. The distance between straight lines connecting front and rear lot lines at each side of the lot, measured between the midpoints of such lines, provided that such measurement shall not extend beyond the lot lines of the lot being measured.

Lot of record. A lot which is part of a subdivision, the plat of which has been recorded in the office of the Register of Deeds for Adams County on or before August 26, 1968 unless another date is specifically established in this chapter, provided that said lot has a frontage of not less than 50 feet; or, an irregular tract lot as described by a deed recorded with the Register of Deeds for Adams County on or before August 26, 1968 unless another date is specifically established in this title, provided that such lot is numbered and described by the county surveyor.

Lot, platted. A lot which is part of a subdivision the plat of which, or the appropriate permit for which, has been legally approved and recorded in the office of the Register of Deeds for Adams County.

Lot, transverse. A lot which is approximately at right angles to the general pattern of other lots in the same city block.

Mobile vendor. A transient business selling or delivering food or goods in the city with an approved temporary use permit (TUP) lasting for durations of more than 14 consecutive days and up to 180 in the same location. The Development Services Director or designee can grant time extensions to this duration on a case-by-case basis. This TUP must be renewed annually.

Motor home. A vehicular unit primarily designed to provide temporary living quarters which are built into an integral part of, or permanently attached to, a self-propelled motor vehicle chassis or van, containing permanently installed independent life-support systems that meet the

state standard for recreational vehicles and providing at least four of the following facilities: Cooking; refrigeration or ice box; self-contained toilet; heating, air conditioning, or both; a potable water supply system including a faucet and sink; separate one-hundred-twenty-nominal-volt electrical power supply; or LP gas supply.

Non-commercial vehicles and equipment. The term non-commercial vehicles and equipment as applied in the residential off-street parking requirement sections of this Chapter shall include automobiles and pick-up trucks which are operated or owned by the residents of a dwelling and used in the course of their business or employment.

Nonconforming use, building or yard. A use, building or yard, which does not, by reason of design, use, or dimensions, conform to the regulations of the district in which it is situated. It is a legal nonconforming use if established prior to establishment of a zoning ordinance prohibiting the same.

Parking area. A structure or an open area other than a street, alley or other right-of-way for the temporary storage of automobiles, together with a driveway connecting the parking area with a street or alley and permitting ingress and egress for an automobile, provided that there shall be no storage of automobiles for the purpose of sale or resale. The minimum dimensions of each parking space shall be eight and one-half by 20 feet.

Parking lot. A parking area with six or more parking spaces.

Parking space, off-street. A parking area located off any street, alley or other right-of-way which is adequate for parking an automobile with room for opening both doors and adequate maneuvering room on a parking area with access to public street or alley. See Exhibit No. 3, Appendix A.

Park trailer. A vehicular unit which meets the following criteria: 1) Built on a single chassis mounted on wheels; 2) Designed to provide seasonal or temporary living quarters which may be connected to utilities necessary for operation of installed fixtures and appliances; 3) Constructed to permit setup by persons without special skills using only hand tools which may include lifting, pulling, and supporting devices; and 4) Having a gross trailer area not exceeding four hundred thirty square feet when in the setup mode.

Place. An open, unoccupied space other than a street or alley permanently established or dedicated as the principal means of access to property abutting thereon.

Premises. A tract of land, consisting of one platted lot or irregular tract, or more than one platted lot or irregular tract, provided such lots or tracts are under common ownership and abutting each other.

Planned unit development. A use or combination of uses, the plan for which may not conform to the regulations established in any one or more zoning districts with respect to lot size, bulk, type of use, density, lot coverage, height or required open space for which a conditional use permit may be granted by the City Council.

Profession. An occupation or calling requiring the practice of a learned art through specialized knowledge based on a degree issued by an institute of higher learning, e.g. doctor of medicine, engineer, lawyer.

Property line. A demarcation line dividing a lot from other lots or parcels of land.

Recreational vehicle. A vehicular type unit primarily designed as temporary living quarters for recreational, camping, or travel use, which unit either has its own motive power or is mounted on or towed by another vehicle. Recreational vehicles shall include, but not be limited to, travel trailer, park trailer, camping trailer, truck camper, motor home, and van conversion, as defined in Nebraska Revised Statutes § 71-4603, as amended in 2012.

Recreational vehicle, temporary use. A vehicle which is manufactured, constructed, or equipped primarily for use as a self-propelled home, house car, or mobile living quarters, capable of being legally operated on the highways, and containing permanently installed essential living facilities for intermittent or longer-term temporary stays of up to 180 days or more. This term shall not include any towed utility trailer, camping trailer, truck camper, van conversion nor shall it include any vehicle defined in the license and registration laws as an automobile or passenger. Types of recreational vehicles that would be capable of attaining a temporary use permit (TUP) are fifth wheel trailers, motor homes, park trailers and travel trailers. All recreational vehicles being allowed for longer-term temporary stays of up to 180 days or more in mobile home parks and/or Recreational vehicle parks must apply for a TUP and demonstrate an economic development need for such use as stipulated in Section 34-404 (14). A TUP will last for durations of 180 days. The Development Services Director or designee can grant time extensions to this duration on a case-by-case basis. A TUP is an annual permit and must be renewed yearly.

Recreational vehicle park. A lot or parcel of land designated for legal use as a campground and/or recreation vehicle park on which two or more recreational vehicles are parked, or any lot or parcel of land on which unoccupied recreational vehicles, camping trailers, recreational park trailers or campers, whether new or used, are parked for the purposes of inspection, sale, storage or repair.

Residential street. A street designed and intended to serve residential areas. Residential streets feed traffic into collector and arterial street systems.

Restaurant. A place where people pay to sit and eat meals that are cooked and served in a structure that sits on a foundation.

Sign. Any lettered or pictorial device designed to inform or attract attention including but not limited to the following:

- (1) *Sign, surface area.* The entire areas within a parallelogram triangle, circle, semicircle or other geometric figure, including all of the elements of the matter displayed, but not including black masking, frames, or structural elements outside the advertising elements of the sign and bearing no advertising material.
- (2) *Indirectly illuminated sign.* Any sign which is partially or completely illuminated at any time by a light source which is so shielded as to not be visible at eye level.
- (3) *Semi-illuminated sign.* Any sign located on a building, which building face is uniformly illuminated over its entire area, including the area of the sign, by use of electricity or other artificial light. Semi-illuminated signs shall be permitted in any location where illuminated signs are permitted.

- (4) *Detached sign.* Any sign located on the ground or on a structure located on the ground and not attached to a building.
- (5) *Wall sign.* Any sign attached to and erected parallel to and within one foot of the face or wall of building, including signs painted on the walls of the buildings.
- (6) *Roof sign.* Any sign erected, constructed and maintained wholly upon or over the roof of a building and having the roof as a principal means of support.
- (7) *Projecting sign.* Any sign extending more than one foot from the face of the building to which it is attached. A time and temperature instrument mounted on the face of a building shall be included in this definition.
- (8) *Snipe sign.* Any sign of a material such as cardboard, paper, pressed wood, plastic or metal which is attached to a fence, tree, utility pole or temporary structure, or any sign which is not securely fastened to a building, or firmly anchored to the ground.
- (9) *Marquee sign.* Any sign attached flat against the marquee or permanent sidewalk canopy of a building, or suspended under a marquee or sidewalk canopy, and extending downward not more than 12 inches therefore.
- (10) *Poster panel or billboard.* An illustration of approximate dimension of 12 feet by 24 feet or multiples thereof, mounted on a semi- permanent structure, and depicting information not directly related to the property upon which it is placed.
- (11) *Attention attracting device.* Any flasher, blinker, animation, banner, clock or other object designed or intended to attract the attention of the public to an establishment or to a sign.

Spot zoning. Arbitrary and unreasonable zoning when smaller area is singled out of a larger area or district and specially zoned for a use classification totally different and inconsistent with the classification of surrounding land and not in accordance with the Comprehensive Plan.

Story. That part of a building included between the surface of one floor and the surface of the floor next above, or if there be no floor above, that part of the building which is above the surface of the highest floor thereof. A top story attic is a half story when the main line of the eaves is not above the middle of the interior height of such story. The first story is the highest story having its interior floor surface not more than four feet above the curb level, established or mean street grade, or average ground level, as mentioned in "height of buildings" of this section.

Story, half. A story under a gable, hip, gambrel or mansard roof, the wall plates of which on at least two opposite exterior walls are not more than two feet above the floor of such story.

Street. A thoroughfare which affords principal means of access to property abutting thereon.

Street line. The dividing line between the street and the abutting property.

Street centerline. A line midway between street lines.

Street commercial area. A developed business frontage along a street and no more than 200 feet in depth from the front property line.

Structural alterations. Any alteration involving a change in or addition to the supporting members of a building, such as bearing walls, columns, beams or girders.

Structure. Anything which is constructed or erected and located on or under the ground, or attached to something fixed to the ground.

Travel trailer. A vehicular unit mounted on wheels, designed to provide temporary living quarters for recreational, camping, or travel use of such size or weight as not to require special highway movement permits when towed by a motorized vehicle and of gross trailer area less than four hundred thirty square feet.

Temporary Structure. Means any structure designed, constructed, installed and/or intended to be dismantled by the Contractor, including (but not limited to) a shed, booth, building or enclosure of any kind used for commercial or business purposes and which any person or business intends to place on the same lot with or on any lot adjacent to, any permanent structure used for business or commercial purposes. These structures will require location on the ground or attachment to something having a temporary, non-permanent location on the ground; and may be associated with, and ancillary to, a temporary use with a permit for durations of 180 days or less. The Development Services Director or designee can grant time extensions to this duration on a case-by-case basis.

Truck camper. A portable unit constructed to provide temporary living quarters for recreational, travel, or camping use, consisting of a roof, floor, and sides and designed to be loaded onto and unloaded from the bed of a pickup truck.

Usable open space. Open space within a proposed development site excluding areas devoted to roadways and parking. At least one-half of all areas designated as usable open space shall have a slope of less than 20 percent.

Van conversion. A completed vehicle permanently altered cosmetically, structurally, or both which has been recertified by the state as a multipurpose passenger vehicle but which does not conform to or otherwise meet the definition of a motor home in this section and which contains at least one plumbing, heating, or one-hundred-twenty-nominal-volt electrical component subject to the provisions of the state standard for recreational vehicles. Van conversion does not include any such vehicle that lacks any plumbing, heating, or one-hundred-twenty-nominal-volt electrical system but contains an extension of the low-voltage automotive circuitry.

Yard. A required open space on the same lot unoccupied and unobstructed by any structure or portion of a structure from 30 inches above the general ground level of the graded lot upward, provided, however, that fences, walls, poles, posts and other customary yard accessories, ornaments and furniture may be permitted in any yard subject to height limitations and requirements limiting obstruction of visibility.

Yard, front. A yard extending the full width of the lot across the front of a lot adjoining a public street.

Yard, interior side. A side yard which is not adjacent to or bordered by a street, avenue or other public right-of-way.

Yard, rear. A yard between the rear lot line and the rear line of the main building and the side lot lines.

Yard, side. A yard between the main building and the adjacent side line of the lot, and extending entirely from a front yard to the rear yard.

SECTION 2. That Section 34-200 of the Official City Code of the City of Hastings, Nebraska, be and the same is here by amended to read as follows:

34-200. Uses and Districts table.

TABLE 200-1: USES AND DISTRICTS														
	A	R-1	R-1A	R-1S	R-2	R-3	R-4	C-O	C-1	C-2	C-3	CMP	I-1	I-2
Residential Uses														
Detached dwelling	P	P	P	P	P	P	P	P	P		P			
Semi-attached dwelling					P	P	P	P	P		P			
Attached dwelling						P	P	P	P		P			
Multi-dwelling building						P	P	P	P		P			
Live/Work units							P	P	P	P				
Mixed-use dwelling							C			P		P		
Group housing		C	C	C	C	C	C				C			
Type A & B Manufactured housing	P	P	P	P	P	P	P	P	P		P			
Mobile home court	C												C	C
Mobile home, accessory	C													
Detached dwelling, accessory	C													
Civic Uses														
Assembly, neighborhood	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Assembly, community								C	C	C	C	C	C	C
	A	R-1	R-1A	R-1S	R-2	R-3	R-4	C-O	C-1	C-2	C-3	CMP	I-1	I-2

Eleemosynary or philanthropic institution.						C		C	C	P	P	P		
Golf course/Clubhouse (non-business)	P	P	P	P		C						P		
Public park/Playground	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Public museum or library	P	P	P	P	P	P	P	P	P	P	P	P	P	P
School, elementary	P	P	P	P	P	P	P	P	P			P		
School, secondary	R	R	R	R	R	R	R	R	R			P		
School, college or university	P					P						P		
Recreational Vehicle Park	C											C		C
Recreational Vehicle, Temporary Use	R											R		R
Temporary Structure, Temporary Use	P	R	R	R	R	R	R				P	P	P	P
Service Uses														
Adult care, home	C	C	C	C	C	C	C	C	C	C	C	P		
Adult care facility								P	P	P	P	P		
Automobile service station, limited								C	P	P	P	P	P	P
Automobile service station, general											P	P	P	P
Automobile service station, large-scale											P	P	P	P
Automobile repair, limited								C	C	C	P	P	P	P
Automobile repair, general										C	P		P	P
Bank								P	P	P	P	P	P	P
Child care, home	R	R	R	R	R	R	R	R	R	R	R	P		
	A	R-1	R-1A	R-1S	R-2	R-3	R-4	C-O	C-1	C-2	C-3	CMP	I-1	I-2
Child care facility					R	R		P	P	P	P	P	P	P

Halfway house, quasi-institutional use														C	C
Kennel, commercial	C											C		C	C
Lodging, bed and breakfast	C	C	C	C	C	C	C	C	C	C	C				
Lodging, rooming house						C			P	P	P	P			
Lodging, hotel										P	P	P	P	P	P
Lodging, motel											P	P	P	P	P
Medical office	C							P	P	P	P	P			
Medical clinic	C							P	P		P	P	C	C	
Medical hospital	C							P	P			P	C	C	
Nursing home/Assisted living	C	C	C	C	C	C	C	P	P	C	P	P			
Professional services office								P	P	P	P	P	P	P	P
Self storage, storage areas								C		R	C		C	C	
Veterinary office	P							P	P	P	P		P	P	
Veterinary Hospital	P										C		C	C	
Employment Uses															
Home occupation.	R	R	R	R	R	R	R	R	R	R	R	R			
Office, limited						C	C	P	P	P	P	P	P	P	P
Office, small							C	P	P	P	P	P	P	P	P
Office, general									C	P	P	P	P	P	P
	A	R-1	R-1A	R-1S	R-2	R-3	R-4	C-O	C-1	C-2	C-3	CMP	I-1	I-2	
Office complex/ Campus										C	P	P	P	P	
Commercial and Retail Uses															

Convenience retail, automobile (< 5K s.f.)									C			P	P	P	P
Convenience retail, corner store (< 2K s.f.)								C	P	P	P	P	P	P	P
Neighborhood retail (< 5K s.f.)										P	P	P	P	P	P
General retail (5K s.f.—20K s.f.)											P	P	C	P	P
Large-scale retail (20Ks.f.—100K s.f.)											C	P	C	P	P
Warehouse retail (> 100K s.f.)												P		P	P
Neighborhood grocery (< 45K s.f.)										P	P		P		
Supermarket (> 45K s.f.)												P	C	P	P
Indoor entertainment & Rec. business											P	P	C	P	P
Outdoor entertainment & Rec. business	C											C	C	C	C
Entertainment venue	C										C	C	C	C	C
Outdoor sales, limited										C	P	P	P	P	P
Outdoor sales, seasonal										C	C	C	C	C	C
Outdoor sales, yard												P		P	P
Mobile Vendor, Temporary Use											R	R	R	R	R
Outdoor market (Farmers market)											P				
Restaurant										P	P	P	P	P	P
Industrial Uses															
	A	R-1	R-1A	R-1S	R-2	R-3	R-4	C-O	C-1	C-2	C-3	CMP	I-1	I-2	
Grain storage elevator	P												P	P	
Manufacturing, limited								C	C	C	P	P	P	P	
Manufacturing, light										C	C	C	P	P	

Manufacturing, general														P	P
Manufacturing, heavy															P
Impound yard														C	C
Recycling collection and processing														C	P
Salvage yard/ Junkyard														C	C
Slaughter house/Meat packing	C														C
Storage or sale of liquid petroleum	C														P
Warehouse storage/Bulk storage	C													P	P
Wholesale														P	P
Agriculture and Natural Resource Uses															
Agriculture, Limited	R		R												
Agriculture, general	P														
Aquaculture	C														
Feed lot	C														
Natural resource extraction	C														
Nursery	P	C	C									P		P	
Stable, public	P											P		P	
	A	R-1	R-1A	R-1S	R-2	R-3	R-4	C-O	C-1	C-2	C-3	CMP	I-1	I-2	
Public Service Users															
Air field	C	C	C	C											C
Heli-stop	C	C	C	C				C	C					C	C
Public parking lot						C	C	C	C	C	C	C	C	C	C

Public recreation grounds	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Public utility plant	C												C	C
Public utility sub-station	C	C	C	C	C	C	C	C	C	C	C		C	C
Cemetery	C										C	C	C	
Small wind energy systems	R	R	R	R	R	R	R	R	R	R	R	R	R	R
Large scale wind generator (Wind farms	C												C	C
Telecommunication facilities and support structures	C							C	C	C	C	C	R	R

Key:

P = Permitted, allowed subject to general district standards

R = Restricted, allowed subject to specific use standards

C = Conditional, allowed subject to discretionary review

* Permitted use within the A District outside the City Limits, conditional use within A District within the City Limits.

SECTION 3. That Section 34-403 of the Official City Code of the City of Hastings, Nebraska, be and the same is here by amended to read as follows:

34-403. Application requirements.

- (1) Applications for a conditional use permit shall be submitted to the Development Services Department at least three weeks prior to the Planning Commission's scheduled monthly meeting date. The application shall be signed by the property owner as indicated on the Adams County Register of Deeds Office records at the time of application. The application shall be submitted on forms provided by the Development Services Department and shall be accompanied by the following, unless waived by the Department:
 - (a) A site plan drawn to scale indicating the property location, scale, north point, adjacent property for a distance of 300 feet, location of all buildings and uses within the site, access points and traffic circulation.
 - (b) Existing and proposed topographic contours.
 - (c) Detailed site development plans.
 - (d) Detailed building plans, including elevations.

- (e) Site profiles and drainage plans.
 - (f) Detailed parking and landscaping plans.
 - (g) Detailed underground utility plans.
 - (h) Other graphic materials necessary to fully depict the proposed development.
- (2) A detailed narrative statement shall be submitted with the application for the conditional use permit. Such narrative shall explain the intent of the project, the factors which make the project desirable to the general public and to the surrounding areas, the features and details of the project development, schedule and timing of the development program, and any material or information which the applicant believes to be relative to the case. Where it deems necessary, the Commission or the City Council may require, in addition to the narrative statement:
- (a) Marketability or economic feasibility studies.
 - (b) Geologic or soil boring and test.
 - (c) Traffic counts in the area.
 - (d) Other detailed technical material as necessary to fully explain the proposed development.
- (3) Upon approval of the conditional use permit by the Hastings City Council, development shall be completely in accordance with the approving plan. Minor revisions to the plan may be approved by the Planning Commission following the public hearing.
- (a) Major revisions to the plan are subject to the same public hearing requirements by the Planning Commission and the Hastings City Council as required for the original conditional use permit.
- (4) The Council may require landscaping and planting as necessary to preserve compatibility with the surrounding area. If required, the conditional use permit shall contain provisions for permanent maintenance of the landscaping and/or planting.
- (5) In any case where the Council determines that the design of a proposed structure may affect the compatibility of a proposed development with the area in which it is proposed to be located, the Council may require changes in the design or may reject the proposed development if no suitable correction can be made.
- (6) All buildings, structures and activities, including permitted uses proposed within a conditional use permit development plan application, shall be analyzed with respect to minimum yard requirements maximum lot coverage, and maximum height limitations, in relationship to the development concept as a complete and functional unit. General requirements for each use should be based upon zoning districts where such uses are permitted as a matter of right. However, every use should comply with the general requirements of this Chapter, including but not limited to signs, off-street parking and loading, and temporary uses.
- (7) The Hastings City Council in approving a conditional use permit development plan may at its option relax the minimum dimensional requirements of this Chapter, when the Council finds such variances are in the best interest of the total development plan, will not adversely affect adjacent property and the public health, safety and general welfare of the community are not compromised. The Council shall not allow a use under this section which is not permitted as

a permitted principal use, a permitted accessory use or as a conditional use under the schedule of district regulations for the zoning district in which the property is located.

- (8) The Hastings City Council shall require adequate guarantee of compliance in approving all conditional use permits. Such guarantee may be a performance bond in the total amount necessary to assure compliance, such bond to be reduced as stages of construction are completed and the public liability for assuring compliance is correspondingly reduced. Alternatively or in concert with a bond, such guarantee may be a stipulation in the event of the applicant's failure to comply, authorizing the City to take the steps necessary to assure compliance, including performing the construction or maintenance itself, and charge all costs thereof as an assessment against the property.
- (9) The Development Services Department staff shall submit a written report to the Planning Commission and the Hastings City Council with findings as to how the application complies with the requirements of this Chapter. No permit should be approved until the Hastings City Council is satisfied all requirements of this Chapter have been met.
- (10) Concept tentative approval. Applications for a conditional use permit shall be for either concept approval or final approval. Applications for concept approval may be accompanied by schematic preliminary design plans rather than detailed final design construction plans.
 - (a) Concept approval shall be valid for a period not to exceed 18 months unless otherwise extended after additional public hearings by both the Planning Commission and the Hastings City Council.
 - (b) No construction shall take place on the site until final approval has been granted by the Hastings City Council unless expressly authorized by the Council at the time of concept approval. In which case said construction shall be limited to incidental site grading, not including excavation for building sites or water retention areas.

SECTION 4. That Section 34-404 of the Official City Code of the City of Hastings, Nebraska, be and the same is here by amended to read as follows:

34-404. Specific standards for conditional uses.

- (1) *Hospitals, sanitariums, convalescent centers, nursing or rest homes, rehabilitation centers, correctional institutions, psychiatric institutions and similar institutions.*
 - (a) The site shall have direct access from a street or avenue of City arterial street or greater designation on the City's major thoroughfares plan depicted in the Comprehensive Plan. This standard may be waived by the Hastings City Council if the Council finds such waiver is in the best interest of the total development plan, will not adversely affect adjacent property and existing uses thereon, and does not compromise the public health, safety and general welfare of the community.
 - (b) A site plan, drawn to scale, shall be provided with the application for the conditional use permit. Such site plan shall show the location of all buildings and structures on the site, ingress and egress points, circulation patterns, parking areas, including the total number of parking spaces provided, and a general description of the building uses.
 - (c) Minimum lot size:

1—10 beds ½ acre (21,780 sq. ft.)

11—20 beds 1 acre (43,560 sq. ft.)

For each add'l ½ acre (or greater if ten beds required by the City Council)

- (d) Minimum yard requirements—The City Council may specify such yard requirements as in its judgment will adequately protect the integrity of surrounding areas and uses.
- (e) Maximum lot coverage by all buildings—20 percent.
- (f) Maximum height of structures—Same as required for permitted uses in the zoning district where the site is located.
- (g) Off-street parking—Adequate off-street parking shall be provided in connection with any permitted use. The minimum for each use to be as provided in Section 34-308(2) and Table 308-1 Required Automobile Parking.
- (h) Landscaping—All areas of the site not devoted to buildings, structures, parking areas, walkways or driveways shall be covered with one or more of the following: asphaltic compound or concrete, lawn grass, natural or ornamental shrubbery, trees, or other approved landscaping material.
- (i) Walls and screening—Where it deems necessary, the City Council may require that the site be fully enclosed by a wall or fence to prevent casual access to and from the site, or that the periphery of the site be suitably screened by evergreen planting or by other natural planting of sufficient height and density to provide and maintain a year-round visual screen. If the conditional use permit is granted, the wall or screening which is approved shall be fully constructed, inspected and approved by the Development Services Director prior to occupancy.

(2) *Churches and other places of religious worship.*

- (a) The site shall have direct access from a street or avenue of City arterial street or greater designation on the City's major thoroughfares plan depicted in the Comprehensive Plan.
- (b) A site plan, drawn to scale, shall be provided with the application for the conditional use permit. Such site plan shall show the location of all buildings and structures on the site, ingress and egress points, circulation patterns and the total number of parking spaces provided.
- (c) The minimum lot size for a church in any district where they are permitted as a conditional use shall be 14,000 square feet, minimum lot width shall be 100 feet.
- (d) Minimum yard requirements—The City Council may specify such yards as in its judgment will adequately protect the integrity of surrounding areas and uses, provided that no yard shall be less than required for the district in which the property is located.
- (e) Maximum lot coverage—Same as is required for permitted uses in the zoning district where the site is to be located.
- (f) Maximum height of structures—Same as is required for permitted uses in the zoning district where the site is located.

- (g) Off-street parking—At least one parking space shall be provided for each three occupants based upon maximum seating capacity of the nave, or for each three occupants based upon the maximum seating capacity of all meeting areas in the structure exclusive of the nave (whichever is greater) as calculated under the latest edition of the International Building Code which has been adopted by the City. Parking spaces shall be at least eight and one-half feet by 20 feet in size, and all driveways, maneuvering areas and parking areas shall be covered with asphaltic or concrete pavement.
 - (h) Landscaping—All areas of the site not devoted to buildings, structures, parking areas, walkways or driveways shall be covered with one or more of the following: lawn grass, natural or ornamental shrubbery or trees or other approved landscaping materials.
 - (i) Accessory uses such as day nurseries and kindergartens must be approved in the original application or by subsequent amendment to the conditional use permit.
 - (j) Signs. Signage for churches shall be as permitted for a civic or commercial use in the district in which they are located. Any increase beyond that which is allowed within the district in which the church is located shall require specific approval through a conditional use permit application or amendment.
- (3) *Natural resource extraction.*
- (a) A site plan, drawn to scale, shall be submitted with any application for a conditional use permit. Such site plan shall show the following information:
 - (i) Graphic (and legal) description of the petition area.
 - (ii) Existing topographic contours (not less than ten foot contour intervals).
 - (iii) Finished topographic contours when extraction is completed (not less than ten foot contour intervals).
 - (iv) Existing and proposed buildings and structures on the site.
 - (v) Principal access points which will be used by trucks, and equipment including ingress and egress points and internal circulation.
 - (vi) Indication of the existing landscape features.
 - (vii) Location and nature of other operations, if any, which are proposed to take place on the site.
 - (b) A narrative statement shall also be submitted with the application for a conditional use. Such narrative shall set forth in detail the following definitive information.
 - (i) Method of drainage.
 - (ii) Method of fencing or barricading the petition area to prevent casual access.
 - (iii) Estimated amount of material to be removed from the site.
 - (iv) Estimated length of time necessary to complete the operation.
 - (v) Description of operations or processing which will take place on the site during and after the time the material is extracted.
 - (vi) Plan or program of regrading and shaping the land for future use.

- (vii) Proposed hours of operation.
- (viii) Other pertinent information that may pertain to the particular site.
- (c) General requirements.
 - (i) Principal access to the site shall minimize the use of residential streets, and access roads shall be treated in a manner so as to make them dust free; further, where access roads intersect arterial streets, suitable traffic controls shall be established.
 - (ii) A strip of land at the existing topographic level, and not less than 15 feet in width, shall be retained at the periphery of the site wherever the site abuts a public right-of-way. That periphery strip shall not be altered except for access points.
 - (iii) All banks shall be left with a slope ratio of no greater than 4:1 (25 percent slope) unless it can be shown to the Planning Commission's satisfaction that a greater slope is not detrimental to the beneficial future use of the subject property.
 - (iv) Sufficient attention should be paid to drainage of the site, both during the extraction period and after the site has been regraded. Where a finished grading plan indicates that surface water will be conducted from the site onto adjacent lands, the plan will be subject to the approval of the Public Works Department.
 - (v) During periods of inactivity, the owner of the pit shall take whatever precautions as are necessary to prevent the site from becoming an attractive nuisance.
- (4) *Junk yards.*
 - (a) The term "junk yard" shall include, for the purposes of this section, the terms auto-wrecking yard and salvage or scrap yard.
 - (b) All junk yards, in addition to the conditions implied herein, shall comply with the provisions of Chapter 18 of the Hastings City Code.
 - (c) General requirements:
 - (i) The proposed site shall not be located within 500 feet of any school, hospital, public building, residential subdivision, or place of public assembly.
 - (ii) A site plan, drawn to scale, shall be provided with the application. Such site plan shall state the legal description of the property, the location of all buildings and structures on the site, access points, off-street parking areas, vehicular circulation and prominent topographical features, if any, of the site or adjacent lands within 300 feet of the site.
 - (iii) The minimum lot size for junk yard in any district where they are permitted as a conditional use shall be two acres. The minimum lot width shall be 150 feet.
 - (iv) The junk yard shall be completely enclosed and obscured from the public view by a solid fence or wall eight feet in height, by topography, and evergreen planting of sufficient height and density to provide and maintain a year-round visual screen. The specific type of screening shall be specified in the application. If the permit is granted, the screening which is approved shall be fully constructed, inspected and approved by the Development Services Director prior to the yard being utilized.

- (v) Failure to maintain the screen as specified shall be cause for the permit to be rescinded and the junk yard shall be removed at the cost of the owner of the land upon which it is located.
- (vi) Provisions shall be made to prevent any contamination of the domestic water supply or excessive surface run-off from the property onto adjoining lands or streams. Where it deems necessary, the City Council may require the submission of a site drainage plan. A drainage plan which carries water off of the site shall be subject to the approval of the City Engineer.
- (vii) Failure to prevent such contamination of the domestic water supply or to prevent excessive surface run-off from the site onto adjoining lands or streams shall be cause for the permit to be rescinded and the junk yard to be removed at the cost of the owner of the land upon which it is located.

(5) *Storage of vehicles in impound yard.*

- (a) No dismantling, processing or salvaging of vehicles or repair work to vehicles may be performed in an impound yard.
- (b) The minimum size of an impound yard shall be one acre.
- (c) There shall not be stored in an impound yard at any time more than one vehicle for each (10×35) 350 square feet of available storage space in the impound yard.
- (d) A fence, sufficient to control access to the impound yard, shall be constructed around the impound yard. The fence shall be not less than size six feet in height.
- (e) The surface of the impound yard shall at all times be covered with concrete, asphalt or crushed rock.
- (f) Weeds, grass and other bushes shall not be permitted to grow more than six inches above the ground at any time in an impound yard.
- (g) Vehicles may not be stacked in an impound yard, but must at all times be stored directly upon the surface of the impound yard.
- (h) Any lights on an impound yard must be cut off lighting, so as to not allow light to escape outside of the boundary of the impound yard.
- (i) The impound yard may not be located closer than 250 feet from property which is zoned to allow residential use nor within 100 feet of a residence, except when such residence is located on a property zoned for industrial use and is being used as an accessory use to a proper industrial use on said property.
- (j) Vehicles stored in an impound yard must be removed from the yard within nine months of the time when they are first placed therein; provided however, an impounded vehicle may, upon request of a prosecuting attorney, be kept in an impound yard for so long as such prosecuting attorney requests. To assist in the enforcement of this requirement, the operator of the impound yard shall at all-time do the following:
 - (i) The operator shall keep a book, listing all vehicles which arrive at the impound yard in the order in which they arrive; and the date of arrival, and include therein the name and address of the person from whom each vehicle is received, the name and address

of the party controlling the disposition of the vehicle, the name of the manufacturer of the vehicle, the model and type number of the vehicle, and motor number and license number thereof. Said information shall be placed on the record book within 48 hours after a vehicle is placed in the impound yard.

- (ii) Any person who shall make any false entry or statement concerning matters required to be set out in the record book shall be deemed guilty of a misdemeanor, and may be fined in the amount of \$100.00 per violation. Each separate vehicle for which a false entry or not entry is made shall constitute a separate violation.
 - (k) The provisions of subparagraph (i) shall not prohibit the use of property for residential purposes, when said use arises after the establishment of an impound yard in compliance with the provisions of this section. However, said residential use shall not affect the validity of the use of the impound yard, for so long as said impound yard shall remain in existence on the continuous basis.
- (6) *Off-street parking spaces and structures.*
- (a) A site plan, drawn to scale, shall be provided with the application. Such site plan shall show the location of the principal building or structure, the location of the proposed parking lot or structure, the dimensions of the lot, access points, circulation patterns, total number of parking spaces provided, and the details of the parking structure, if such is contemplated.
 - (b) The minimum lot size for any off-street parking structure in any district where they are permitted as a conditional Use shall be 10,000 square feet, minimum lot width shall be 80 feet.
 - (c) Minimum yard requirements—The City Council may specify such yards as in its judgment will adequately protect the integrity of surrounding areas and uses, and the safe and orderly flow of pedestrian and vehicle traffic.
 - (d) Maximum lot coverage—None.
 - (e) Maximum height of structures—Same as is required for a permitted use in the zoning district where the site is located.
 - (f) Landscaping—All areas not devoted to buildings, structures, drives, walks, parking areas or other authorized installations shall be covered with one or more of the following: lawn grass, natural or ornamental shrubbery or trees. Further, where any side yard abuts residential property, it shall be planted with mature evergreen shrubs of at least five feet in height or screened with privacy fencing at least five feet in height.
 - (g) Paving, drainage and parking stall size:
 - (i) The off-street parking area, including all ingress and egress points, shall be covered with asphaltic or concrete pavement.
 - (ii) Parking spaces shall be at least eight and one-half feet by 20 feet in size and shall be marked.
 - (iii) If the site plan indicates that surface drainage will be carried off the site, the plan will be subject to the approval of the City Engineer.

- (7) *Townhouses, row houses, and office buildings built to a common wall(s).*
- (a) A site plan, drawn to scale, shall be provided with the application. Such site plan shall show the location of all buildings and structures on the site, courts and open space areas, circulation patterns, ingress and egress points, parking areas (including the total number of parking spaces provided), and a general floor plan of the principal buildings.
 - (b) Minimum lot requirements.
Lot area—2,000 sq. ft.
Lot width—20 ft.
 - (c) Minimum yard requirements: Front yard—20 ft.
Side yard—at the common wall(s)—none.
Other—Ten ft. rear yard—Ten ft.
 - (d) Maximum lot coverage—Same as is required for permitted uses in the zoning district where the site is located.
 - (e) Maximum height of structure—Same as is required for permitted uses in the zoning district where the site is located.
 - (f) Off-street parking:
 - (i) Town houses, row houses—At least two parking spaces shall be provided for each dwelling unit.
 - (ii) Office buildings—Per use, the minimum to be as provided in Section 34-308(2) and Table 308-1 Required Automobile Parking. All parking spaces shall be at least eight and one-half feet by 20 feet in size, and all driveways, maneuvering areas and parking areas shall be covered with asphaltic or concrete pavement.
 - (g) Ground cover—All areas of the site not devoted to buildings, structures, parking areas, courts, walkways or drive-ways shall be covered with one or more of the following: lawn grass, shrubbery, trees or other approved landscaping materials.
 - (h) Building standards and agreements:
 - (i) The applicant or his agent shall provide with his application a property line wall(s) agreement for the land, building and development in question.
 - (ii) The City Council requires that the design and construction of the property line walls be reviewed by the Development Services Director and the Fire Department to insure compliance with pertinent Building and Fire Codes.
- (8) *Standards for mobile home parks.*
- (a) The minimum size of a proposed mobile home park shall be two acres, except as otherwise required for the pertinent use district.
 - (b) Proposed sites of five acres or less shall have adequate access to dedicated streets having a minimum right-of-way of 60 feet. All other sites shall have direct access to a collector street.

- (c) Density for proposed mobile home parks shall not exceed eight units per gross acre.
 - (d) All areas not devoted to mobile home spaces, buildings, structures, drives, walks, off-street parking facilities, or other authorized installations, shall be covered with one or more of the following: lawn grass, shrubbery, trees, or other suitable ground cover materials. Where it deems necessary, the Planning Commission may require the site to be suitably screened from adjacent lands by evergreen planting or by other materials of sufficient height and density to provide and maintain a year-round visual screen.
 - (e) All mobile home parks shall meet the standards set forth in article V of this chapter.
- (9) *Standards for self-service storage facilities.*
- (a) Site plan:
 - (i) The plan shall be drawn at a scale of one inch equals 20 feet. Said plan shall include all building locations, drives, parking, fencing and signage. A landscape plan shall also be incorporated as part of the submittal and must be included as part of the site plan or submitted on a separate sheet. Building elevation shall also be included on the plan along with specification of the colors of buildings and materials to be used.
 - (ii) Site drainage shall be incorporated in the plan so that storm water run-off from the site will not increase as a result of the proposed development. The facility shall be designed to control the storm water run-off from at least 25-year return frequency storm as certified by the City Engineer.
 - (b) Minimum site areas: None.
 - (c) Building setbacks shall be the same as in the C-3 District.
 - (d) The site shall abut and have direct access to a city street.
 - (e) Other requirements:
 - (i) The storage facility shall be enclosed by a six foot high, sight-proof fence whenever the site abuts residentially zoned or developed property. Said fence, when abutting any residential district, shall be solid or semi-solid and constructed to prevent the passage of debris or light, and constructed of either brick, stone, masonry units, wood or similar materials. Chain-link fence may be used so long as it has slats installed to prevent the passage of light through the unit. The side and rear of a building located upon the site may serve as fencing.
 - (ii) Landscaping shall be provided in the areas outside the fences between the fence and the property line.
 - (iii) Two parking spaces shall be provided, plus one additional space for each employee. Internal drives and parking shall comply with Section 34-308 of this chapter for paving requirements.
 - (iv) Building heights shall be limited to one story (not to exceed 14 feet at the eaves), unless waived for an existing building by the Planning Commission and the City Council.
 - (v) Buildings shall be separated a minimum of 30 feet from one another within self-service storage facilities. Storage bays within a single building shall not be

interconnected by interior doors or other interior means providing access from one storage bay to another. The dimensions of any storage bay shall not exceed 22 feet in the narrowest dimension or 36 feet in the widest dimension.

- (vi) A sign shall be limited to one ground pole sign at the entrance to the premises. Not more than 32 square feet in area shall be permitted with a maximum height of ten feet.
 - (vii) All exterior lighting shall be of cut-off type to prevent off-site glare. Each tenant storage space shall be provided with separate interior lighting.
 - (viii) All storage shall be kept within an enclosed building.
 - (ix) Loading docks shall be prohibited and loading areas to storage bays shall be at the same elevation as the means of vehicular access thereto.
 - (f) Commercial activity: It shall be unlawful for any owner, operator or lessee of any self-service storage facility or portion thereof to offer for sale, or to sell any item of personal property or to conduct any type of commercial activity of any kind whatsoever, other than leasing of the storage units, or to permit same to occur upon any area designated as a self-service storage facility. Violation of this section shall be subject to the provisions of Section 34-804 of the Hastings City Code. Any violation may be cause for revocation of the conditional use permit by the City Council.
 - (g) Repair, reconditioning and fabrication prohibited:
 - (i) Because of the danger from fire or explosion caused by the accumulation of vapors from gasoline, diesel fuel, paint, paint remover and other flammable materials, the repair, construction, or reconstruction of any boat, engine, motor vehicle, or furniture, and the storage of any propane or gasoline storage tank is prohibited within or outside any structure on a tract of land designated as a self-service storage facility.
 - (ii) This provision shall be posted and be included in the tenant lease agreement.
 - (h) An approved plan shall be valid for a period of 24 months following the date of approval by the Council. If construction has not been started within said 24 month period, the plan shall be null and void unless the time for start of construction has been extended by the Council.
- (10) *Standards for detached dwelling, accessory.*
- (a) Accessory detached dwellings shall be limited in use to housing immediate family members who live in the principal detached dwelling located on the lot. Immediate family members shall mean either the parent(s) or child(ren) of the owner of the principal dwelling.
 - (b) Accessory detached dwellings shall be located only on lots having an area of five acres or greater.
 - (c) Accessory detached dwellings shall not be in a mobile home. Manufactured homes utilized for accessory detached dwellings shall meet the minimum requirements set forth in Hastings City Code 34-312.
 - (d) Accessory detached dwellings shall have a minimum habitable area of 850 sq. ft.

- (e) Accessory detached dwellings shall have utility services shared with the principal detached dwelling located on the lot.
 - (f) Accessory detached dwellings shall not be larger than the principal dwelling on the lot.
 - (g) When an accessory detached dwellings is no longer utilized by an immediate family member as defined in this section, the conditional use permit shall become null and void. The conditional use permit holder shall notify the development services department in writing that the accessory detached dwellings is no longer being used within 30 days of cessation of use.
- (11) *Standards for construction and demolition waste landfill sites.*
- (a) The granting of a conditional use permit for a construction and demolition waste landfill shall constitute the City's approval of the construction and demolition waste landfill site as provided for in Neb. Rev. Stat. § 13-1701 et seq.
 - (b) The site for a construction and demolition waste landfill shall be located outside of the corporate limits of the City.
 - (c) The minimum site area for a construction and demolition waste landfill shall be 20 acres, unless, due to unusual circumstances, such area requirement is reduced by the City Council.
 - (d) No solid waste other than construction and demolition waste may be put in a construction and demolition waste landfill.
 - (e) A fence, sufficient to control access and prevent airborne debris from leaving the site, shall be constructed around each portion of the construction and demolition waste landfill site being used for construction and demolition waste activities.
 - (f) No construction and demolition waste landfill operations shall be conducted so that fill will be placed in streambeds or other areas where water courses would be obstructed or where erosion by the stream would remove cover material.
 - (g) Routes used by trucks to and from the construction and demolition waste landfill shall be approved by the Director of the Public Works Division, or his designee.
 - (h) When mud, dirt or spilled debris accumulates on streets from trucks or from construction and demolition waste landfill equipment, it shall be removed by the person holding the conditional use permit.
 - (i) The conditional use permit shall provide a date by which the construction and demolition waste landfill shall be terminated or the conditional use permit renewed.
 - (j) The conditional use permit shall require that when the construction and demolition waste landfill has been brought up to within 18 inches of the desired grade, it shall be covered and maintained with at least 18 inches of compacted dirt and seeded in such a manner so as to prevent erosion.
 - (k) Within 90 days following the granting of a conditional use permit, the applicant shall record with the Register of Deeds a permanent instrument notifying the public of the existence of a construction and demolition waste landfill at the site, the type, depth and location of the waste which is to be placed upon the property, as well as the existence of

any monitoring systems thereon, and any restrictions on the use of the property which may be provided to protect the integrity of the final cover, liner, monitoring systems or any other components of the containment system.

- (l) No site shall be approved except on a determination by the City Council that it complies with the provisions of Nebraska law, including the notice and public hearing requirements set forth in Neb. Rev. Stat. § 13-1701 et seq.

(12) *Standards for recreational vehicle parks.*

- (a) The minimum size of a recreational vehicle park shall be two acres, except as otherwise required for the pertinent use district.
- (b) Density for recreational vehicle parks shall not exceed 24 recreational vehicles per gross acre.
- (c) All areas not devoted to recreational vehicle spaces, buildings, structures, drives, walks, off-street parking facilities, or other authorized installations, shall be covered with lawn grass, shrubbery, trees, or other suitable ground cover materials.
- (d) The council may require suitable screening around all or any part of the site boundary.
- (e) A recreational vehicle park operation shall have adequate solid waste collection facilities, which will be constructed and maintained in accordance with all municipal health regulations, and shall be designed to bar animals from access to the solid waste. Solid waste shall be removed from the park at least once a week.
- (f) The recreational vehicle park shall be served by an on-site service building containing a public water supply and public toilet facilities, and by a storm shelter which, for the purposes of this section, shall mean a structure designed to withstand a 200 mile-per-hour wind, and which has a designed occupant load of no less than 20 square feet per recreational vehicle space.
- (g) Recreational vehicle parks may have accessory uses and buildings including, but not limited to, restroom and shower facilities, convenience facilities, dump stations, playgrounds, and areas for tenting.
- (h) Convenience facilities of a commercial nature may include, but not be limited to, stores and laundry facilities, and shall be subject to the following:
 - (i) The facilities and related parking shall not occupy more than ten percent of the recreational vehicle park.
 - (ii) The facilities shall be located, designed, and operated for the primary purpose of serving the trade or service needs of park patrons.
 - (iii) In agricultural and residential mobile home districts, the facilities and any signage shall present no visible evidence of their commercial character in a manner which is apparent from any public street.
- (i) Recreational vehicle parks located in agricultural (A) may have signs subject to the requirements of Hastings City Code Section 34-309(5), and recreational vehicle parks located in Commercial Business Districts (C-3) and Light Industrial Districts (I-1) may have signs subject to the limitations of Hastings City Code Section 34-309(6).

(13) *Standards for kennels.*

- (a) All points on the perimeter of any kennel facility, dog run or exercise area shall be at least 100 feet from any property line.
- (b) Outdoor exercise areas, runs, or yards when provided for training or exercising, shall be restricted to use during daylight hours.
- (c) A site plan, drawn to scale shall be provided with the application showing all existing and proposed buildings and structures, fencing and landscaping.
- (d) A narrative statement shall be provided with the application describing:
 - (i) The maximum total number of animals to be kept on the premises at any time.
 - (ii) The expected male/female mix of animals at any time.
 - (iii) The type of kennel enclosure including the size of the enclosures.
 - (iv) The type and height of fencing.
 - (v) The type and size of year-round shelters.
 - (vi) The source and location of water supply.
 - (vii) The sanitary maintenance plan, including provision for collection and disposal of excrement and other waste solution or material.
 - (viii) Lighting.
 - (ix) Landscaping and other visual and noise barriers.
 - (x) Surface drainage.
 - (xi) Expected weekly traffic related to the keeping of animals.
 - (xii) Hours of operation.
- (e) The total number of animals on the premises at any one time will be established as part of the conditional use permit process.
- (f) The applicant must demonstrate that:
 - (i) The location and operation of the kennel is appropriate for housing multiple animals and will be consistent with the health and safety of the animals and of the neighbors.
 - (ii) The location of the kennel on the property will have no significant adverse effect on the peace and quiet or sanitary conditions of the neighborhood.
 - (iii) The kennel will be operated in a manner that it will cause no nuisance to the public.
 - (iv) The kennel will be operated in a safe, sanitary, and humane condition.

(14) *Standards for bed and breakfast establishments.*

- (a) *General requirements.*
 - (i) Each bed and breakfast shall be established, maintained and operated so as to preserve and compliment the residential character and integrity of the surrounding area when the facility is established in a residential zoning district.

- (ii) The bed and breakfast shall be occupied and operated by the owner as their principal residence.
 - (iii) The single family dwelling used as a bed and breakfast shall have a minimum of 2,000 sq. ft. in living area.
 - (iv) The home shall not be used by the public or paying guests for the hosting of receptions, private parties or the like.
 - (v) Any meals provided and any amenities connected with the guest rooms, such as a swimming pool or tennis court shall be solely for the use of the owner, the owner's family and the owner's registered guest.
 - (vi) There shall be no separate or additional kitchen facility for the guests.
 - (vii) A person who does not reside at the home shall not be employed to assist in the conduct of a bed and breakfast except as usual for a single family residence (e.g., maid, housekeeper).
 - (viii) A bed and breakfast must comply with all other provisions of the zoning district in which it is located and must comply with all other ordinances of the City.
- (b) *Guest rooms.*
- (i) Rooms utilized for guest rooms shall be part of the single family dwelling unless specifically approved by the conditional use permit.
 - (ii) A guest room shall not be located in a basement.
 - (iii) No more than three occupants per guest room shall be allowed.
 - (iv) Each guest room shall be equipped with a properly installed and functioning smoke detector. Further, a smoke detector shall be properly installed and functioning on or near the ceiling in the room or hallway from which each guest room exits.
 - (v) A fire escape plan shall be developed and graphically displayed in each guest room.
- (c) *Parking.*
- (i) The bed and breakfast will provide two off-street parking spaces for the residence and one additional space per guest room.
 - (ii) Off street parking shall be developed in such a manner that the residential character of the property is preserved.
- (d) *Register.* Every person operating a bed and breakfast residence shall keep at all times a book, to be known as the register, in which it shall be required that every person to whom a room is let shall have his, her or their name or names and address registered there in ink, along with the date on which the room was let, the date it was vacated, the correct number or other designation of the room let, and the number of the occupants assigned to the room. No page of the register may be disposed of until two years after the date of the most-recent entry recorded on it. The register shall be available to Development Services on request.
- (e) *Signs.* Signage shall be limited to one non-illuminated wall-mounted sign not to exceed six square feet in area.

(f) *Application.*

(i) The application shall contain:

- (1) The name, address and telephone number of the owner(s) and address of proposed bed and breakfast.
- (2) A plan, drawn to scale showing the floor plan of the dwelling, together with any proposed changes, renovations and additions to the dwelling.
- (3) A site plan drawn to scale and including the following information:.

Title of the drawing

North arrow, scale and date

Boundaries of the project site

Location of all existing or proposed site improvements, including buildings, additions, expansions, driveways, parking area, streets, retaining walls, fences and hedges

Location of all existing and proposed access and egress drives

Location, design and size of all proposed signs and outdoor lighting facilities

Location of existing and proposed buffer and screen areas, structures and vegetation

- (ii) Development Services may require such additional or supportive information as it deems necessary for a complete assessment of the proposed bed and breakfast.

(g) *Permit.*

- (i) The owner shall not make any change, deviation, modification or variation from the application and site plan once the same is approved by the City Council.
- (ii) Any amendments to an approved conditional use permit shall be reviewed by the Planning Commission and approved by the City Council if found to be consistent with these standards. Minor amendments to the permit may be approved by the Development Services Director. Such administrative approval shall be limited to parking lot and landscaping improvements, exterior facade changes and signs. An appeal of the Development Services Director's denial of a requested minor change may be taken to the Planning Commission. The procedure for such appeals shall be the same as provided for amendments under Section 34-801(2).
- (iii) The use is subject to review at any time and may be revoked after a hearing by the City Council and a finding by the Council that the use has become detrimental to the neighborhood.
- (iv) Upon the issuance of a permit for bed and breakfast establishment, an annual inspection and certificate of compliance for the bed and breakfast shall be issued by Development Services for continued operation.

(v) An application for a certificate of compliance shall be filed with Development Services with the inspection fee as set by the current fee schedule.

(h) *Review considerations.* The City's review of the application and site plan shall include but not be limited to the following considerations:

Adequacy and arrangement of vehicle traffic access and circulation Location, arrangement, appearance and sufficiency of off street parking Location, arrangement, size and design of lighting and signs

Relationship and compatibility of proposed use to uses of adjacent parcels together with their scale

Adequacy, type and arrangement of trees shrubs, fences and other landscaping or improvement constituting a visual or noise-detering buffer between the site and adjacent or adjoining uses

Any other matter which may affect the health, welfare and safety of the community as a whole and the parcels in the immediate vicinity of the site.

(15) *Standards for livestock feeding operations.* For the purposes of this subsection, the term "animal unit (AU)" shall mean the relationship of various animals with regard to manure production based upon 1,000 pounds of animal(s) regardless of type. The following relationship with regard to manure production shall be as follows:

Type of Animal	Animal Unit(s)
Beef animal (500—1,200 pounds)	1.00
Beef or dairy calf (150—500 pounds)	0.50
Young dairy stock (500—1,000 pounds)	0.75
Replacement heifers	1.00
Dairy cow	1.40
Horse	2.00
Swine (55 pounds or heavier)	0.40
Swine (less than 55 pounds)	0.04
Swine (sow and litter)	0.50
Sow or boar	0.40
Sheep and goat	0.10
Chicken	0.01

Turkey	0.02
Ostrich	0.40
Llama or alpaca	0.50

- (a) The following setbacks and design standards are the minimum sanitation and odor practices for the City of Hastings. In addition, the Hastings City Council, when considering the health, safety, and general welfare of the public, may impose more restrictive requirements. These requirements should consider such things as:
- odor
 - dust,
 - lighting,
 - waste disposal and
 - dead livestock.
- (b) A conditional use permit may be approved after public notice has been given and public hearing is conducted as required by law.
- (c) Agricultural operations of 300 animal units (A.U., equaling one cow or cow-calf pair) and under are considered a farm as defined in these regulations and do not require a conditional use permit.
- (d) All existing livestock feeding operations (LFO's) that have been granted a conditional use permit may expand within their designated level; except for the 20,000 and above which requires a new conditional use permit for each expansion beyond 20,000 A.U.'s, as outlined in Table 404-1, without applying for another conditional use permit. All new livestock feeding operations and those expanding to the next level shall require a conditional use permit and shall be located no less than at a distance from non-farm residences or other residences not on an owner's property in any affected zoning district as hereafter described:
- (i) Livestock feeding operations will be categorized either as environmentally controlled housing operations or open lot operations. Livestock feeding operations having more than one type of feeding operation at one location shall be categorized according to the operation which constitutes the majority of the total operation, measured in A.U.'s. Each operation type shall be classified in one of four levels according to total number of animal units (A.U.) in the operation at any one time. Levels will include:
- Class I facility = 301—1,000 animal units;
- Class II facility = 1,001—5,000 animal units;
- Class III facility = 5,001—20,000 animal units; and

Class IV facility = 20,001 or more animal units.

Livestock feeding operations having more than one type feeding operation at one location shall be categorized according to the total number of animal units.

TABLE 404-1: LFO SPACING AND DISTANCE (Distances given in feet)			
Size of Proposed LFO in Animal Units.		Non-farm or Other Residence and Other LFOs (feet)	
Class I 301—1000	ECH	1,320	
	OPEN	1,320	
Class II 1001—5000	ECH	5,280	
	OPEN	2,640	
Class III 5001—20,000	ECH	5,280	
	OPEN	2,640	
Class IV 20,001 or more	ECH	7,920	
	OPEN	3,960	

ECH = Environmentally Controlled Housing OPEN = Open Lot Operations

- (ii) Livestock feeding operations having more than a 1,000 animal units shall also locate at a distance as specified under the environmentally controlled housing or open lots, in Table 1 from a platted residential area, public park, recreational area, church, cemetery, religious area, school, historical site, and residential district.
- (iii) All livestock feeding operations over 20,000 animal units shall be required to obtain a new conditional use permit prior to any expansion, unless it meets the standards of the exceptions in the exceptions section.
- (iv) The producer shall have a pre-submission meeting with the City of Hastings Development Services Director and City of Hastings Building Inspector to discuss tentative plans and layouts prior to formal submission of the conditional use permit for livestock feeding operations.
 - 1. The applicant shall submit a proposed site plan and conditions or requirements of this regulation pending approval of application for a proposed operation and waste disposal plan from the Nebraska Department of Environment and Energy (NDEE) or any other applicable state agency.

2. The applicant shall submit all pertinent materials and designs, as per the conditional use permit application for livestock feeding operations.
3. The applicant shall file a copy of the proposed operation and maintenance plan and proposed manure management plan. The approved plans shall be submitted after NDEE approval if different from the proposed. Said plans shall be filed with the City of Hastings Development Services Director.
4. The applicant shall also file a copy of all approved NDEE plans and permits with the City of Hastings Development Services Director within 30 days after they are issued by the NDEE.
5. An annual manure management plan shall be submitted to the City of Hastings Development Services Director which shall follow "best possible management practices" as specified by NDEE in order to protect the environment, as well as the health, safety and general welfare of the public and their property values.
6. If stockpiling of animal waste and/or composting of dead carcasses, as per state statutes, are part of the manure management plan, the waste shall be maintained in an area as outlined in Table 1 of this section. Said area shall also have located on the proposed site plan indicated in [Subsection] (a) above.
7. All ground surfaces within outside livestock pens shall be maintained to insure proper drainage of animal waste and storm or surface runoff in such a manner as to minimize manure from being carried into any roadway ditch, drainage area or onto a neighbor's property.
8. In no event shall any manure storage unit or system be constructed where the bottom of the unit or system is either in contact with or below the existing water table where the unit or system is to be constructed. Application of manure in flooded areas of standing water shall be prohibited.
9. All runoff or waste generated by a livestock feeding operation facility shall be contained within the associated farming operation, or, on the premises upon which the confined feeding facility or feedlot is located. The applicant must verify that all runoff control ponds, lagoons, methods of manure disposal and dust control measures are designed to minimize odor and air pollution, and avoid surface or groundwater contamination as regulated by the State of Nebraska.
10. The setbacks from a livestock feed operation to any non-farm dwelling, other residence or other livestock feeding operation are outlined in Table 404-1.

(e) Exceptions:

- (i) Any Class I Livestock Feeding Operation use in existence as of the effective date of this provision, and which is located within the minimum spacing distance in Table 1 to any church, school, public use, other livestock feeding operation or single-family dwelling within the current class or to the next class, may expand in animal units and/or land area under a conditional use permit, provided the proposed expansion complies with all of the following limitations:
 1. Such expansion will not decrease the distance from the livestock feeding operation use to any church, school, public use, other livestock feeding operation

or single-family dwelling not of the same ownership and not on the same premises with said livestock feeding operation which is less than the minimum prescribed spacing distance.

2. Any physical expansion of the existing livestock feeding operation shall be immediately contiguous with the facilities of the existing livestock feeding operation.
3. Such expansion may occur in phases over time, but in no event shall such expansion(s) result in a livestock feeding operation that is more than 50 percent larger in animal units than the one-time capacity of the use which existed as of the effective date of this provision. Any expansion beyond this limitation is prohibited unless a conditional use permit for expansion that meets all requirements is heard by the Planning Commission and authorized by the City Council.
4. If such expansion results in such livestock feeding operation being required to obtain a new construction permit from NDEE, introduction of additional animals shall be prohibited until said permit is issued by NDEE or other applicable or successor agency has been issued and such livestock feeding operation shall be operated at all times in a manner consistent with the requirements of said permit and applicable regulations of this provision.

(16) *Standards for temporary use permit (TUP).*

(a) *Purpose.* The purpose of this permit is to provide for the safe flow of all modes of traffic in the public rights-of-way, to ensure the public's health and safety during regular reoccurring events is accomplished on a seasonal or temporary basis, and to allow for a diversified economy in the City of Hastings. In order to manage the variety of temporary uses that are possible, this section is added to advise on the permit application and review process, and requirements for three types of temporary uses: recreational vehicles in mobile home parks or recreational campgrounds for extended temporary stay, mobile vendors and temporary structures.

(b) *Procedure.* All applications for a temporary use permit shall be made to the Development Services Director or designee in written form, on the prescribed application, and shall be accompanied by the fee set by resolution. In line with 34-403 (6) temporary uses shall be determined according to their zoning as to the allowance of the type of temporary use. If the use is permitted then so long as the permit application is reviewed and approved after internal review a TUP will be provided. However, if this use is shown to be a restricted use it still must meet the specific requirements as listed in the Section (e) (below). Unless otherwise indicated in the specific requirements for each type, a permitted or restricted temporary use will not require a review by Planning Commission and City Council and will be administratively approved by the Development Services Director following an internal review. However, these permits may be asked to mitigate any issues found in internal review prior to approval.

(c) *Application.* Applicants must first fill out an online application for a temporary use permit to be found under Planning and Land Use – Zoning Permits on the City of Hastings website. Here you will be asked to provide the following information:

- (1) The name, address and telephone number of the owner(s) and applicant, if not the same person. If the applicant is a firm, corporation or other legal entity, the registered agent of the corporation shall be identified on the application as such. An owner authorization form will be required if the owner is different from the applicant and this must be signed by both parties.
- (2) An address of proposed location or property for which you plan to have your temporary use.
- (3) Any contractor you will be using to setup your use.
- (4) Project Name which includes your proposed use (i.e., Recreational Vehicle in mobile home parks or recreational campgrounds for extended temporary stays, Mobile vendor or temporary structure).
- (5) As part of this permit you are required to provide the following documents:
 - a) A site plan, drawn to scale showing where on this property you will be located and all of the following:
 - Existing zoning, area, lot size, and your reason for the request.
 - North arrow, scale and date
 - Boundaries of the project site
 - Area where any fire hydrants are located as well as any utilities pedestals that might be used.
 - Location of all existing or proposed site improvements, including buildings, additions, expansions, driveways, parking area, streets, retaining walls, fences and hedges
 - Location of all existing and proposed access and egress drives
 - Location, design and size of all proposed signs and outdoor lighting facilities Location of existing and proposed buffer and screen areas, structures and vegetation
 - Dimensions of all proposed temporary structures associated with the temporary use, and as requested by the city, elevations or photographs of the structures.
 - b) If there will be a temporary structure built then a rendering, building plans and /or a floor plan of the structure will also be required. If the temporary structure is an accessory structure then it must also comply with requirements found in 34-311.
 - c) Written description of the type, nature and extent of the proposed request. This must more specifically include the following:
 - Dates, days and hours of operation during which the applicant seeks to conduct the temporary use and occupy any temporary structure.

- Graphic example or brief statement of the nature and character of the signage or advertising.

d) Such other information as deemed necessary by the Development Services Director or designee for purposes of evaluating the application.

(d) *Internal Review.* All TUP applications will be reviewed by several City internal key departments to ensure that the temporary use will not cause public health and safety issues for the community at large. These departments will include City Police, City Fire, City Attorney, City Utilities, City Engineering and any other areas that may be deemed appropriated depending on the proposed temporary use.

(e) *Terms, nonconformance, continuation and termination.* A TUP is an annual permit for all types. However, a recreational vehicle in mobile home parks or recreational campgrounds for extended stay must be granted extension at 6 months. All existing uses that do not have a temporary use permit at the time of passing of this ordinance will have 6 months to apply for a TUP and to come into compliance to the regulations found in Section (f).

(f) *Specific Requirements by type of TUP (i.e., Recreational vehicles in mobile home parks or recreational campgrounds for extended temporary stays, Mobile vendor or temporary structure)*

(1) Recreational vehicle in mobile home parks or recreational campgrounds for extended temporary stays.

a) Article V Mobile Home Park Regulations defines Mobile Home Park and specifically states that this use *does not include tourist facilities for travel trailers, campers or other recreation vehicles as defined herein.* This will remain the case on a long-term basis. However, the City has a housing shortage and is working hard to encourage growth and development. Development can come in large surges and during times when multiple development projects are introduced into our local and surrounding areas economies there is a real need to provide housing for construction crews that are not local. These projects can take anywhere from 6 months to several years to complete when they are large and complex. Temporary housing during these times has been an issue in the past. Campgrounds and mobile home parks do have infrastructure capabilities to provide solutions for these crews and some of the areas campgrounds and mobile home parks have the vacancy to accommodate these crews in an appropriately designed recreational vehicle on a temporary basis. Therefore, a temporary use permit application can provide Staff with ability to ensure these crews are housed in a safe and healthy manner after internal review of all the following criteria is performed.

- Applicant must provide documentation demonstrating an economic development need as discussed above in Section (a), showing they are on a crew for a project in the local area that will require housing locally. Acceptable documentation of W-2 with note from construction company management confirming employment on a project locally with a potential timeline indicated.

- Recreational vehicle shall be capable of being legally operated on the highways, and containing permanently installed essential living facilities for longer-term temporary stays of up to 180 days or more in a campground or mobile home park. As defined in City Code Section 34-103, this shall not include any towed utility trailer, camping trailer, truck camper, van conversion nor shall it include any vehicle defined in the license and registration laws as an automobile or passenger. Types of recreational vehicles that would be capable of attaining a temporary use permit (TUP) are fifth wheel trailers, motor homes, park trailers and travel trailers and should be current on license and registration and capable of legally operating on the highway.
 - Designed for long-term occupancy and containing sleeping accommodations, a flush toilet, a tub or shower bath and kitchen facilities, with plumbing and electrical connections provided for attachment to outside systems.
 - Designed to be transported after fabrication on its own wheels, on flatbeds or other trailers or detachable wheels and ready for occupancy except for minor and incidental unpacking and assembly operations and connection to utilities.
 - Placed upon impermanent foundation or otherwise so placed as to permit moving of the unit to another location during its usable life.
- This particular TUP will last for durations of 180 days; however, the Development Services Director or designee can grant time extensions to this duration on a case-by-case basis.
- If placing in a Mobile Home Park the temporary structure must be capable of complying with the Spaces requirements found in City Code Section 34-505, Electrical power requirements found in City Code Section 34-506, Water and sewage requirements found in City Code Section 34-508
- No more than one propane cylinder not greater than 120 pounds will be allowed per City Code Chapter 30-907. These are to be placed on at least a 3X3 concrete pad per NFPA 58. Building and Fire inspectors will determine the appropriate placement of these pads on each space and must final approve the finished pads.

(2) Mobile Vendor.

- a) Food vendors must provide a copy of their State issued temporary food establishment permit and must comply to all requirements for such permit found in the Nebraska Food Code.
- b) Site Plans must demonstrate safe flow of all modes of traffic in the public rights-of-way and that this temporary use does not block or hinder traffic flow and has adequate ingress and egress to access the site,

- c) Appropriate parking for the use of this food truck must be demonstrated in the site plan and explained in the narrative.
- d) Propane tanks associated with this use must comply to all NFPA requirements.
- e) Plans for trash/recycling collection must be shown on the site plan and discussed in the narrative.
- f) Sanitation such as portable or accessible toilets and hand washing facilities should be shown on the site plan, if provided, and discussed in the narrative.
- g) If your use will pose any nuisances such as noise or smell you must discuss your plan to mitigate these potential nuisances in your narrative.
- h) Any outdoor seating, lighting, heat lamps, should be shown on the site plan and discussed in your narrative.
- i) Any relevant occupation tax must be paid to the City Finance department at the time of permit application.
- j) Barricades, electrical cords, necessary utilities and/or connections, propane tanks and etc. must be shown on your site plan and discussed in your narrative.
- k) Any signage that will be proposed such as temporary sidewalk signs or other temporary signage must be shown on your site plan and will be evaluated as part of this permit.
- l) Use of existing structures to accommodate customers shall require a building review and potentially a building permit for any improvements to be utilized as an accessory structure and/or use to the mobile vendor. Additionally, if determined it is an accessory use then it must comply to accessory setbacks and other guidelines seen relevant to this zoning district in City Code Section 311 and Table 311-1.
- m) If more than one mobile vendor is on a single site there must be at least 10' separation between each mobile food vendor. In addition, IFC 2018 requires that there also be 10' between the vendor and buildings; at least 10' from hydrants and that any generators also be located at least 10' from hydrants.
- n) All Mobile Food vendors must comply to all Hastings Fire & Rescue requirements and will be given an information Bulletin upon permit submission.

(2) Temporary Structures.

- a) Any accessory type of structure must comply to City Code Section 34-311 and be accessory to a principal structure.
- b) A building permit will be required and will need to be approved for any temporary structures not categorized as an accessory type of structure.
- c) A narrative discussing the reason for the temporary structure and the use will be required.

- d) This particular TUP will last for durations of 180 days; however, the Development Services Director or designee can grant time extensions to this duration on a case-by-case basis.

SECTION 5. That any ordinance passed and approved prior to the passage of this ordinance, and in conflict with its provisions, is hereby repealed.

SECTION 6. 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 8th day of November, 2021

ATTEST:

Corey Stutte, Mayor

Kimberly S. Jacobitz, City Clerk

(S E A L)

APPROVED TO FORM:

Clint Schukei, City Attorney

Department: Utility Administration
Staff Contact: Marty Stange, Jack Newlun
Council Meeting Date: 11/8/2021

AGENDA ITEM SUMMARY SHEET

Description of Item:

Purchase of a CAT Model 938M with 106" Wide Bucket - Grapple Fork from Sourcewell. This new wheel loader replaces the existing wheel loader Model Year 2011 CAT Model 938H currently used by the Solid Waste Department.

Names of People/Business affected by this action:

Why Council action is required:

The purchase of the replacement wheel loader was budgeted to pay a \$75,000 down payment within the 2021/2022 budget. The remaining balance would be satisfied with 4 annual payments. The interest rate provided by CAT Finance would be 2.99%. By paying for the entire purchase price at delivery, it will save \$14,498.04 of interest. The Solid Waste department has enough reserve funds to cover this purchase in the 2021 / 2022 budget.

Type of action requested:

Motion

Suggested motion:

Motion to approve awarding bid to Nebraska Machinery Company, Doniphan, NE, for CAT Model 938M with 106" Wide Bucket - Grapple Fork in the amount of \$314,480.00 less trade in value of CAT Model 938H of \$51,875.00 for net total price of \$262,605.00.

Deadlines associated with action:

The wheel loader is an essential piece of equipment for the Solid Waste Department. The fabrication lead time is currently 5 months. The wheel loader is expected to be delivered April, 2022.

Department head comments:

See attached memo to agenda item. Recommend approval and full payment of the Model 938M Wheel Loader to avoid the \$14,498.04 interest payment.

City Administrator comments:

Recommend approval



SALES AGREEMENT

10501 S U.S. Hwy 281
Doniphan, NE 68832
(800) 898-6230

AGREEMENT DATE 10/18/2021
VALID UNTIL 11/18/2021
AGREEMENT ID QTO058833-11

Quoted To:

City Of Hastings Ne Landfill
220 N Hastings Ave
Hastings, NE 68901-5144
USA

Ship To:

City Of Hastings Ne Landfill Solid Waste Landfill
725 S Southern Hills Rd
Hastings, NE 68901-7785
USA

Invoice Account	Order Account	Customer PO	Delivery Method	Page
2751000	2751000			1 of 5
Salesperson	Phone Number	Email Address		
Tyler J McNitt	402-679-8227	TylerMcNitt@nmccat.com		

Item Information

Machine Model: 938M **Make:** Caterpillar
Machine Model: 3121720_SWL **Make:** Caterpillar

**** Payment:** Buyer agrees to pay NMC in full within 30 days of delivery date, pending walkaround inspection **

CONTINUED



SALES AGREEMENT

2 of 5

10501 S U.S. Hwy 281
Doniphan, NE 68832
(800) 898-6230

AGREEMENT DATE 10/18/2021
VALID UNTIL 11/18/2021
AGREEMENT ID QTO058833-11

Model: 938M

Machine Specification

Description

LANE 3 ORDER
PREP PACK, UNITED STATES
STEERING, STANDARD
HYDRAULICS, STANDARD
PRODUCT LINK, CELLULAR PL641
FENDERS, STANDARD
TOOLBOX AUX
WARNING, BEACON, LED STROBE
PACK, DOMESTIC TRUCK
CERTIFICATE OF ORIGIN, ENGLISH
SHIPPING/STORAGE PROTECTION
938M SWL WASTE CFG2
DIFFERENTIAL,LIMITED SLIP REAR
ENVIRONMENT, MEDIUM DEBRIS
ENGINE
HYDRAULICS, 3V, CPLR READY, HL
LINES, AUX 3RD, HIGH LIFT
JUMPER LINES, AUX 3RD, FUSION
LIGHTS, AUX, LED, PREMIUM
LIGHTS, ROADING, LED, RH
CAB, DELUXE
SEAT, DELUXE
RADIO READY, BLUETOOTH,MIC,AUX
RIMS, 20.5, 3 PC, NO TIRES
COUNTERWEIGHT, HEAVY
RIDE CONTROL
GUARD, WINDSHIELD
GUARD, REAR LIGHTS
GUARD, FRONT LIGHTS
GUARD, TILT CYLINDER,HIGH LIFT
GUARD, POWERTRAIN, LOWER
GUARD, POWERTRAIN, SIDE
GUARD, CRANKCASE
GUARD, DRIVESHAFT
GUARD, STEERING CYLINDER
GUARD, HITCH
AUTOLUBE
QUICK COUPLER, FUSION

Model: 3121720_SWL

Machine Specification

Description

Bucket-Grapple, 106" 3.40 Cyd

Sell Price of 938M	314,480.00
Extended Warranty	Included
Less Gross Trade Allowance for 938H	-51,875.00
Document Fee	0.00
Net Balance Due	262,605.00
Sales Tax	0.00
After Tax Balance	262,605.00

CONTINUED



SALES AGREEMENT

10501 S U.S. Hwy 281
Doniphan, NE 68832
(800) 898-6230

AGREEMENT DATE 10/18/2021
VALID UNTIL 11/18/2021
AGREEMENT ID QTO058833-11

Trade - Ins : All Trade-Ins Are Subject To Equipment Being In "As Inspected Condition" By Vendor At Time Of Delivery Of Replacement Machine Purchase. Purchaser Hereby Sells The Trade-In Equipment Described To The Vendor And Warrants It To Be Free And Clear Of All Claims, Liens, Mortgages, And Security Interest Except As Shown.

Model	Make	Serial Number	Year	Trade Allowance
938H	Caterpillar	MJC01692	2011	51,875.00

Warranty

Extended Warranty: 5yr/5000hr premier

Notes

NMC to install:

Titan LD250 tires

Non-metallic front fenders

Stucci hydraulic quick couplers

Lead time: 4 to 5 months from date of order (subject to change)

To be purchased using Sourcewell cooperative purchasing contract

Contract #: 032119 CAT

Customer member #: 52895

CVA

Customer value agreement:

5 year / 5,000 hour Premium CVA.

CONTINUED



SALES AGREEMENT

4 of 5

10501 S U.S. Hwy 281
Doniphan, NE 68832
(800) 898-6230

AGREEMENT DATE 10/18/2021
VALID UNTIL 11/18/2021
AGREEMENT ID QTO058833-11

Additional Terms:

This Agreement is subject exclusively to the Terms and Conditions for Equipment Sale attached hereto as Exhibit A which is a part hereof and incorporated by reference herein. NMC specifically rejects any terms and conditions contained in documents provided by Buyer (including, without limitation any purchase order) even if signed by NMC. Such documents shall be solely for internal administration by Buyer and have no legal effect upon NMC. ALL SALES ARE FINAL.

Buyer's signature below signifies Buyer's agreement to these terms and constitutes Buyer's acknowledgment of the legally binding effect of this Agreement.

Nebraska Machinery Company

Customer Name: City Of Hastings Ne Landfill



By: TYLER MCNITT - KEY ACCOUNT MANAGER

Date: 10.19.2021

By: _____

Date: _____

TERMS AND CONDITIONS FOR EQUIPMENT SALE

The following terms and conditions form a material component of the Sales Agreement ("Agreement") between NMC and the Buyer for sale of the Equipment:

1. **Definitions for this Agreement:** "Buyer" is the individual or entity listed as Buyer on this Agreement's front page. "Delivery" shall occur and Equipment shall be considered "delivered" when NMC delivers the Equipment to Buyer, Buyer's agent or to the transportation company that is to transport the Equipment to Buyer, whichever occurs first. "Equipment" is the equipment listed by model and description this Agreement's front page. "NMC" is Nebraska Machinery Company or any affiliated company of Nebraska Machinery Company selling the Equipment under this Agreement.
2. **Payment:** Buyer shall pay NMC in full at the time Buyer signs this Agreement, unless otherwise specifically noted on this Agreement's front page.
3. **Excusable Delivery Delays:** In the event of a delay in delivery, the delay shall be excused when caused by events beyond NMC's reasonable control (including by way of example, but not limitation, strike, accident, transportation interruption, actions of third parties and reduction or unavailability of components or machinery at NMC's normal source of supply). If such a delay continues for a period greater than sixty (60) days, either party may, at its option, cancel this Agreement without liability (other than NMC's return of the amounts paid by Buyer on this Agreement).
4. **Duration of Offer:** Buyer's signature on this Agreement shall constitute an offer to buy the Equipment pursuant to this Agreement. NMC's acceptance of the offer shall be indicated by its signature on this Agreement. Buyer shall not revoke or countermand said offer for ten (10) days from the date of this Agreement; thereafter it may be countermanded or revoked by written notice to NMC until the time, if any, of NMC acceptance of this Agreement. If NMC accepts, this Agreement (and any Security Agreement and/or promissory note signed by Buyer and accepted by NMC in writing) shall constitute the entire understanding and agreement between the parties relating to the Equipment transaction.
5. **Execution of Other Documents:** Unless the Equipment is fully paid for in cash at or before delivery, NMC retains a Uniform Commercial Code security interest in such Equipment together with all and any substitutions, additions, accessions, sale or other proceeds, and products thereof and thereto. Buyer shall execute and deliver to NMC any evidences of indebtedness that NMC may require. Any note so taken by NMC shall evidence indebtedness only and is not payment for the Equipment.
6. **Disclaimer of Warranties and Limitation of Liability:** WITH REGARD TO NEW EQUIPMENT, THE APPLICABLE WARRANTY PROVIDED BY THE EQUIPMENT MANUFACTURER SHALL APPLY IN LIEU OF ANY OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). IT IS UNDERSTOOD THAT UNDER NO CIRCUMSTANCES DOES NMC MAKE ANY WARRANTIES WHATSOEVER. BUYER UNDERSTANDS AND AGREES THAT ANY USED EQUIPMENT IS SOLD "AS IS" AND WITH ALL FAULTS OR DEFECTS. NMC SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES (EVEN IF NMC HAS BEEN ADVISED SUCH DAMAGES ARE POSSIBLE), AND BUYER HEREBY WAIVES THEM TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW.
7. **Taxes:** Unless otherwise specifically stated on this Agreement's front page, quoted prices do not include sales or any other taxes. Buyer shall be responsible for and promptly pay all taxes unless NMC approves a Buyer tax-exemption certificate.
8. **Insurance:** At all times after delivery, the Equipment shall be the responsibility solely of Buyer, and Buyer shall assume all risks of Equipment damage, delay or loss. Buyer shall maintain and provide proper proof to NMC of insurance on the Equipment, in amounts, form, and with an insurer approved by NMC, adequate to protect NMC's interest in the Equipment until such time as Buyer fully pays for the Equipment. NMC shall be named as additional insured, co-beneficiary and loss payee on any liability insurance for Equipment for the full insurable value. Until and unless Buyer obtains and proves such insurance, NMC may in NMC's discretion insure the Equipment for NMC's benefit. In such event, Buyer shall pay NMC for insurance premiums.
9. **Data:** Buyer authorizes NMC, NMC affiliates, any data processor contracted with by NMC, the Equipment manufacturers and their affiliates, to access, monitor and use any data and information provided through the Equipment (including through ProductLink and/or VisionLink) or the customer relationship in accordance with their respective Privacy Policies.
10. **Exportation and Other Laws:** Buyer represents and warrants that in exporting any Equipment, Buyer shall at all times comply with all applicable U.S. export rules, regulations and other laws. Buyer shall also comply with any and all rules, regulations and other laws relating, in any way, to Equipment use, warnings, re-sale, dismantling and/or disposal.
11. **Default, Remedies:** Buyer shall be in default under this Agreement if Buyer fails to observe or perform any Buyer obligation under this Agreement, is or becomes insolvent, is or becomes the subject of a tax lien, if an individual dies or if an entity dissolves, or becomes the subject of a proceeding in bankruptcy, receivership, insolvency, or similar relief. To the extent permitted by law, if Buyer defaults, Buyer shall pay to NMC all fees and expenses incurred to enforce NMC's rights, including but not limited to court costs, attorney fees, and fees paid to other professionals, arbitrators or agencies.
12. **Assignment:** NMC may freely assign its rights under this Agreement. Buyer may assign rights under this Agreement only with NMC's express written consent. No such assignment shall reduce Buyer's obligations to NMC, and all Buyer obligations under this Agreement shall bind Buyer's successors and permitted assigns.

Signed _____

Buyer



Date: October 25, 2021

To: Dave Ptak; City Administrator
From: Marty Stange; Environmental Director

**Subject: Hastings Landfill Budget Account# 610 000 000. 743.500 Heavy Machinery/Equipment.
938M CAT Wheel Loader w/Grapple Bucket - Total Price \$324,480.00
Budgeted Payment 2021-22: \$75,000 w/trade-in of Existing Wheel Loader**

This equipment is essential equipment necessary for reliable operation of the Hastings Landfill. This Wheel Loader Assembly is used to move and transport wood waste for processing, and other solid waste duties as needed by the Landfill Department.

A proposal was obtained through Sourcewell, a public purchasing agency serving governmental agencies. The proposal requested is for a Wheel Loader with Grapple Bucket having similar specifications and service ability as that defined by the existing CAT Model 938H being replaced. The following is a summary of the proposal obtained:

Wheel Loader Supplier	Equipment Make and Model	Total Cost	Trade In Allowance	Total with trade
Nebraska Machinery Co. (NMC) Doniphan, NE	CAT Model 938M with 106" Wide Bucket-Grapple (3.40 CY)	\$314,480.00	\$51,875.00 CAT Model 938H Wheel Loader - Year 2011	\$262,605.00

The budget was prepared with only providing a down payment in the 2021/2022 budget and remaining balance to be paid, in 4 annual installments including interest. The annual interest rate provided by CAT Finance would be 2.99%. By paying for the entire purchased at delivery this is a savings of \$14,498.04. The Hastings Landfill Budget has sufficient funds to cover this additional payment in 2022 in lieu of paying interest.

It is our recommendation to award the purchase of the Wheel Loader with Grapple Bucket to Nebraska Machinery Co. (NMC) in the amount of, \$314,480.00 with an allowable trade in value of \$51,875.00. A one-time payment of \$262,605.00 will be provided at the time of delivery. Delivery of the wheel loader is April 2022.

NMC being located in Doniphan, NE has provided expeditious response to repairs and service for this essential equipment required for the processing of solid waste at the Hastings Landfill. It is imperative this piece of equipment is operational on a daily basis to meet the needs of the incoming solid waste for the public in our six county service area.

This recommendation and contract has been reviewed by legal-council and deemed to be legal and appropriate. I will be available to review the recommendation with you at your convenience.

Cc: Jack Newlun, Solid Waste Superintendent

Department: Parks & Recreation
Staff Contact: Jeff Hassenstab, Lee Vrooman
Council Meeting Date: 11/8/2021

AGENDA ITEM SUMMARY SHEET

Description of Item:

Approval of Agreement with Werner Construction, Inc. for CH 2021-10 FC-06 Parkview Cemetery Paving, Phases II and III in the amount of \$500,054.41.

Names of People/Business affected by this action:

City of Hastings, Parks Department

Why Council action is required:

Approval by council for agreements is required

Type of action requested:

Motion

Suggested motion:

Motion to approve agreement with Werner Construction, Inc. for CH 2021-10 FC-06 Parkview Cemetery Paving, Phases II and III in the amount of \$500,054.41.

Deadlines associated with action:

Department head comments:

We opened bids on October 26th for Phase 2 and 3 of the Parkview Cemetery road resurfacing plan. There are six total phases for the road resurfacing plan at Parkview. The Engineer's Estimate for Phase 2 and 3 was \$489,151.00. We received three bids with Werner Construction coming in at low bid in the amount of \$500,054.41. Dependent upon contractors availability work may begin next Spring and/or next Summer after Memorial Day. Both phases have a completion date of no later than November 20, 2022. I recommend awarding the bid to Werner Construction, Inc.

City Administrator comments:

Recommend approval

AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of November, 2021, by and between the City of Hastings, Party of the First Part, hereinafter called the "Purchaser" or "City", and Werner Construction of 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 five hundred thousand, fifty-four dollars and forty-one cents. (\$500,054.41)

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 **PARKVIEW CEMETERY PAVING, PHASE II and PHASE III, CH 2021-10 FC-06. Exceptions have been noted as final completion date on or before November 20th, 2022.**

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: _____

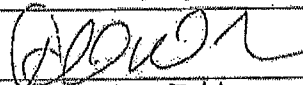
ATTEST:

City Clerk

SEAL

CONTRACTOR
Party of the Second Part

Werner Construction, Inc.

By: 
Philip F. Werner, Jr.

Title: President

Date: October 29, 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.



To: Jeff Hassenstab
From: Lee Vrooman
Date: October 28, 2021
Subject: Bid Evaluation for Parkview Cemetery Paving, Phase II, III, and
Alternate Project No. CH 2021-10 FC-06

On October 26, 2021 bids were opened for the Parkview Cemetery Paving, Phase II, III, and the Alternate. A summary of the bids is attached.

Project CH 2021-10 FC-06 is the second and third of six phases to replace roadways at the Parkview Cemetery. Cemetery paving phasing is shown on the attached map. Subsequent phases will be completed moving south through the cemetery. The existing roadways will be replaced with new 6" concrete paving. Any tree removal and seeding will be completed by the Parks Department.

Werner Construction was the low bid with an exception that all work will be completed by November 20, 2022 (versus October 1, 2022). The Engineer's estimate for Phases II, III, and the Alternate was \$604,535. Werner's bid for Phases II, III, and the Alternate was \$638,307. The Engineer's estimate for Phases II and III was \$489,151. Werner's bid for Phases II and III was \$500,054.

Staff recommends that the Alternate be eliminated, and that Phases II and III of the project be awarded to Werner Construction, Inc. of Hastings, Nebraska for a total of **\$500,054.41**. This is the lowest and best bid for the City of Hastings. Work may start Spring or Summer of 2022 with an expected completion date no later than November 20, 2022.

**CITY OF HASTINGS BID TABULATION FOR
Parkview Cemetery Paving Phase II & Phase III
Formal Contract No: CH 2021-10-FC-06
Bid Opening: Tuesday, October 26, 2021 @ 1:30 PM**

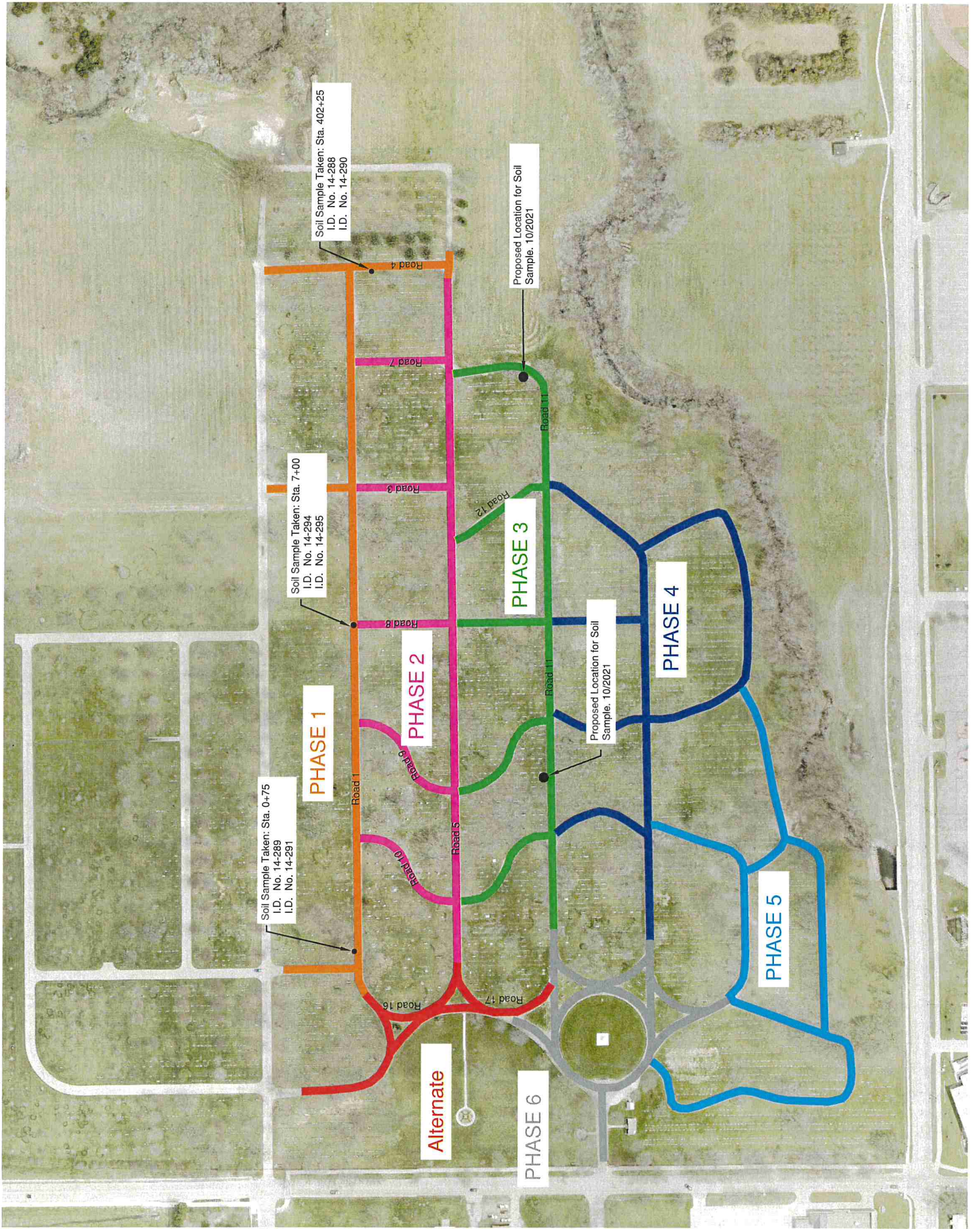
NAME	BID BOND	EXCEPTIONS	ADDENDUM 1	PHASE II	PHASE III	ALTERNATE	TOTAL
Elsbury Const.	Yes	None	Yes	\$309,351.80	\$259,422.20	\$149,161.00	\$717,935.00
Werner Const.	Yes	Yes	Yes	\$271,738.22	\$228,316.19	\$138,252.92	\$638,307.33
Ben Engle Const.	Yes	No	Yes	\$382,505.55	\$327,960.25	\$193,483.90	\$903,949.70

Phase II – Final completion by May 7, 2022

Phase III – Final completion by October 1, 2022

Alternate Bid – Same Start and Final Completion Date as Phase III

Estimate Summary		Werner	Elsbury	Ben Engel
Phase II	\$261,624.62	\$271,738.22	\$309,351.80	\$382,505.55
Phase III	\$227,526.54	\$228,316.19	\$259,422.20	\$327,960.25
Sub Total:	\$489,151.16	\$500,054.41	\$568,774.00	\$710,465.80
Alternate	\$115,383.46	\$138,252.92	\$149,161.00	\$193,483.90
Grand Total	\$604,535	\$638,307.33	\$717,935.00	\$903,949.70



CONTRACT & SPECIFICATIONS DOCUMENTS

**PROJECT NO. CH 2021-10 FC-06
PARKVIEW CEMETERY PAVING,
PHASE II & PHASE III**

CITY OF HASTINGS

**Proposals Will Be Opened Promptly At
1:30 PM, Tuesday, October 26, 2021**

Bid Submitted By: Werner Construction, Inc.



PROPOSAL PAGES

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

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

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools and plant, to perform all necessary labor and supervision and to construct, install, erect, equip and complete all work stipulated in, required by and in accordance with the contract documents and the plans, specifications and other documents referred to therein (as altered, amended or modified by all addenda thereto) for and in consideration of the following proposal for: **Project No.**

CH 2021-10 FC-06, Parkview Cemetery Paving, Phase II and Phase III, and Alternate Bid Items.

PROPOSAL PAGES

Parkview Cemetery Paving, Phase II CH 2021-10 FC-06 Project Quantities						
Item #	Description	Estimated Quantity	Unit	Unit Price	Amount	
1.	Mobilization	1	LS	\$ 6,000.00	\$	6,000.00
2.	Remove Pavement	4259	SY	\$ 8.00	\$	34,072.00
3.	Remove Concrete Header	92	LF	\$ 3.50	\$	322.00
4.	Saw Cut	92	LF	\$ 4.00	\$	368.00
5.	Subgrade Preparation	5059	SY	\$ 5.90	\$	29,848.10
6.	Fly Ash Class "C"	200	Ton	\$ 90.00	\$	18,000.00
7.	Build 6-inch P.C.C. Pavement 47B-3500	4031	SY	\$ 42.52	\$	171,398.12
8.	Asphalt Millings	62	Ton	\$ 25.00	\$	1,550.00
9.	Pulverize, Mix, and Recompact 8-inches	1392	SY	\$ 5.00	\$	6,960.00
10.	Install 3-inch PVC Schedule 40 Irrigation Sleeve	144	LF	\$ 5.00	\$	720.00
11.	Traffic Control & Maintenance	1	LS	\$ 2,500.00	\$	2,500.00

Subtotal: \$ 271,738.22

Written Subtotal: *Two hundred seventyone thousand seven hundred thirty-eight dollars and twenty-two cents*

THIS BID DOCUMENT MUST BE SUBMITTED WITH BID

PROPOSAL PAGES

Parkview Cemetery Paving, Phase III CH 2021-10 FC-06 Project Quantities						
Item #	Description	Estimated Quantity	Unit	Unit Price	Amount	
1.	Mobilization	1	LS	\$ 6,000.00	\$	6,000.00
2.	Remove Pavement	3740	SY	\$ 8.00	\$	29,920.00
3.	Build Concrete Header 47B-3500	72	LF	\$ 11.00	\$	792.00
4.	Saw Cut	68	LF	\$ 4.00	\$	272.00
5.	Subgrade Preparation	4383	SY	\$ 6.53	\$	28,620.99
6.	Fly Ash Class "C"	174	Ton	\$ 90.00	\$	15,660.00
7.	Build 6-inch P.C.C. Pavement 47B-3500	3419	SY	\$ 39.80	\$	136,076.20
8.	Asphalt Millings	117	Ton	\$ 25.00	\$	2,925.00
9.	Pulverize, Mix, and Recompact 8-inches	770	SY	\$ 5.00	\$	3,850.00
10.	Install 3-inch PVC Schedule 40 Irrigation Sleeve	140	LF	\$ 5.00	\$	700.00
11.	Silt Fence, Low Porosity	100	LF	\$ 10.00	\$	1,000.00
12.	Traffic Control & Maintenance	1	LS	\$ 2,500.00	\$	2,500.00

Subtotal: \$ 228,316.19

Written Subtotal: Two hundred twenty-eight thousand three hundred sixteen dollars and nineteen cents

THIS BID DOCUMENT MUST BE SUBMITTED WITH BID

PROPOSAL PAGES

Parkview Cemetery Paving, Alternate Bid Items CH 2021-10 FC-06						
Project Quantities						
Item #	Description	Estimated Quantity	Unit	Unit Price	Amount	
1.	Mobilization	1	LS	\$ 6,000.00	\$	6,000.00
2.	Remove Pavement	1681	SY	\$ 9.50	\$	15,969.50
3.	Build Concrete Header 47B-3500	20	LF	11.00		220.00
4.	Saw Cut	16	LF	\$ 4.00	\$	64.00
5.	Subgrade Preparation	2178	SY	\$ 7.55	\$	16,443.90
6.	Fly Ash Class "C"	86	Ton	\$ 90.00	\$	7,740.00
7.	Build 6-inch P.C.C. Pavement 47B-3500	1838	SY	\$ 46.54	\$	85,540.52
8.	Asphalt Millings (2-inch Depth)	55	Ton	\$ 25.00	\$	1,375.00
9.	Pulverize, Mix, and Recompact 8-inches	480	SY	\$ 5.00	\$	2,400.00
10.	Traffic Control & Maintenance	1	LS	\$ 2,500.00	\$	2,500.00

Subtotal: \$ 138,252.92

Written Subtotal: *One hundred thirty-eight thousand two hundred fifty-two dollars and ninety-two cents*

Grand Total: \$ 638,307.33

Written Grand Total: *Six hundred thirty-eight thousand three hundred seven dollars and thirty-three cents*

Amount to be shown in both words and figures. In case of a discrepancy, the unit price shall prevail. City has the right to eliminate Alternative Items prior to Award.

THIS BID DOCUMENT MUST BE SUBMITTED WITH BID

PROPOSAL PAGES

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 2021-10 FC-06, Parkview Cemetery Paving Contract Dates:

- **Phase II - Final Completion by May 7, 2022**
- **Phase III – Start Date on June 13th, 2022 or after. Final Completion by September 1, 2022.**
- **Alternate Bid – Same Start and Final Completion Date as Phase III**

In submitting this Bid, Bidder represents that:

A. Receipt of Addenda is hereby acknowledged:

No. 1 Date 10/20/21 No. _____ Date _____
No. _____ Date _____ No. _____ Date _____
No. _____ Date _____ No. _____ Date _____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

Date of Site Visit: October 13, 2021

- C. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, tests, studies, and data with the Bidding Documents
- D. Bidder has given Owner and A/E written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Owner and A/E is acceptable to Bidder.
- E. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

THIS BID DOCUMENT MUST BE SUBMITTED WITH BID

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.

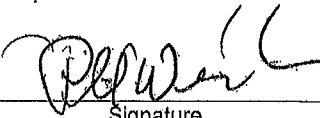
In submitting this bid, it is understood that the right is reserved by the City to reject any and all bids, and it is understood that this bid may not be withdrawn during a period of sixty (60) days after the scheduled time for the receipt of bids.

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.

All bid documents, including proposals, etc., must be submitted with original signatures.
No copies will be accepted.

OFFICIAL NAME & ADDRESS

<u>Werner Construction, Inc.</u> Firm Name	 Signature
<u>129 E. 2nd St., P.O. Box 1087</u> Address	<u>Philip F. Werner, Jr.</u> Typed or Printed Name
<u>Hastings, NE 68901</u> City, State, Zip	<u>President</u> Title
<u>402-463-4545</u> Phone No.	<u>October 26, 2021</u> Date
<u>402-463-4444</u> Fax No.	<u>co@wernercos.com</u> Email Address

THIS BID DOCUMENT MUST BE SUBMITTED WITH BID

ADDENDUM NUMBER 1

City of Hastings
Engineering Department
1228 N. Denver Ave
Hastings, NE 68901

PROJECT:

ADDENDUM NUMBER 1

CH 2021-10 FC-06 Parkview Cemetery Paving, Phases II & III

Date: October 20, 2021

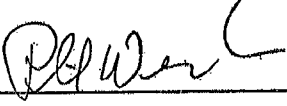
Clarification #1: At the contractor's option Phase II can be completed within the same time constraints as Phase III.

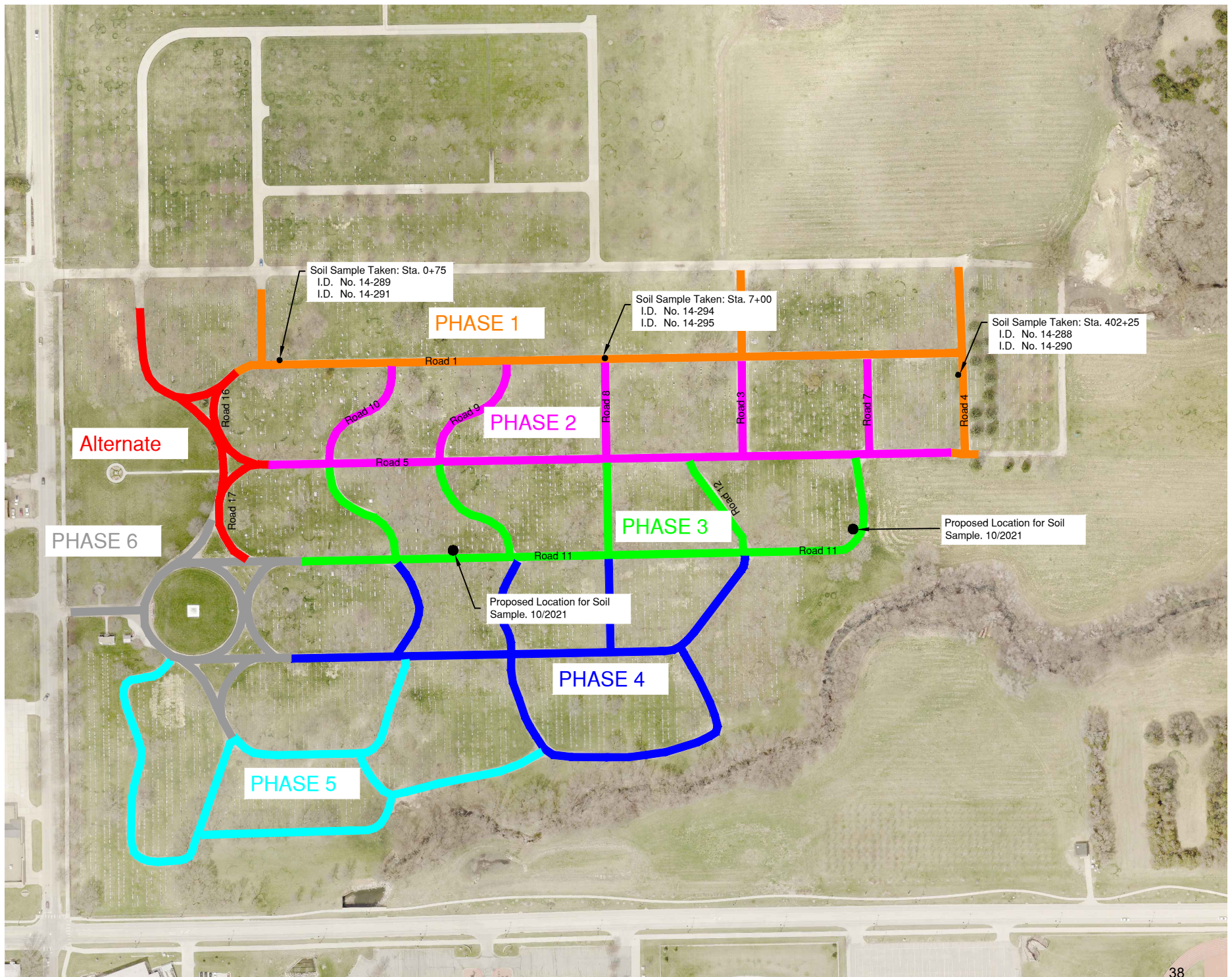
Clarification #2: Phase III Final Completion Date extended to October 1, 2022.

Clarification #3: New Summary of Earthwork Quantities for Phase III (plan sheet 2 of 14) is attached.

Clarification #4: See Attached Pre-Bid Meeting Minutes

The undersigned bidder hereby certifies that the revisions set forth in this addendum have been incorporated in their bid and are part of the contract documents. **Please use and submit this sheet with your proposal.**

Signed 
Title President
Firm Werner Construction, Inc.
Date October 26, 2021



Department: Administration
Staff Contact: Dave Ptak
Council Meeting Date: 11/8/2021

AGENDA ITEM SUMMARY SHEET

Description of Item:

Approval of a new logo for the City of Hastings for use during 2022 honoring the City's 150th Anniversary

Names of People/Business affected by this action:

Citizens of Hastings

Why Council action is required:

This is an action item for approval by the Mayor and City Council

Type of action requested:

Motion

Suggested motion:

Motion to approve a new logo for the City of Hastings for use during 2022 honoring the City's 150th Anniversary

Deadlines associated with action:

As soon as possible

Department head comments:

Curtis Grosser from the Hastings Museum staff created a new logo to honor the City of Hastings' 150th Anniversary. Teresa Kreutzer-Hodgens, Museum Director will be present to speak on this item.

City Administrator comments:

Recommend approval with a huge thank you to Curtis for his work on this.



1872-2022

HASTINGS

Submitted By: Lori Ferguson
South Central Economic Development District, Inc.
Date Submitted: October 29, 2021

Council Meeting Date: November 8, 2021
Project: 18-ED-003
Agenda Item: Approve Extension Request

AGENDA ITEM SUMMARY SHEET

Description of Agenda Item:

Agenda Item #__: Approval of an Extension Request for CDBG Project # 18-ED-003 (SHABRI, LLC project) for a period of six months to June 20, 2022.

- The City of Hastings is the grantee for Community Development Block Grant (CDBG) 18-ED-003, Economic Development project to provide assistance to SHABRI, LLC.
- Rakesh Srivastava has requested an extension of time to allow him the opportunity to fulfill the contractual obligations of the City's grant with the Dept. of Economic Development and the Memorandum of Understanding executed between the aforementioned entities and the Hastings Economic Development Corporation.

Names of People/Businesses affected by this action:

City of Hastings, the Nebraska State Dept. of Economic Development (DED), SHABRI, LLC and HEDC.

Why is Council action required? The City of Hastings is the CDBG grant recipient. An extension request must be initiated by the grantee.

Type of action requested: (Ordinance, Resolution, Motion) Motion

Suggested Motion: Approve

Are there any deadlines associated with this action? Yes, the current contract with DED is scheduled to expire December 20, 2021.

City Administrator Comments:

CDBG CONTRACT AMENDMENT REQUEST FORM

This form must be completed and submitted to the Nebraska Department of Economic Development when making a contract amendment request. Complete the sections for each type of amendment requested. Along with this form, you are required to submit all attachments identified under the applicable amendment type.

CDBG Grant # 18-ED-003 Grantee City of Hastings

DED Program Representative Dave Honz

By completing this form, I confirm that this project is current on all reporting requirements.

Name, Organization Lori Ferguson, SCEDD, Inc

Email lorif@scedd.us

Requesting Amendment # 2 Date of Last Project Status Report (PSR): 6/30/2021

☒ **Extension of Contract End Date**

Original Contract End Date 12/20/2020

Current Contract End Date including any previously approved extensions 12/20/2021

Proposed Contract End Date 6/20/2022

Required Attachments

Attachment 1: Letter from the Chief Elected Official including:

1. Certification that the local governing body has approved the extension.
2. Identification and reasons for the proposed amendment, including:
 - a. Changes to the nature of the project requiring the amendment;
 - b. Steps implemented to avoid any future amendment requests for the same reasons.
3. Where additional local matching funds are required due to this extension, certification that such funds are available.

Attachment 2: Revised implementation schedule showing completion of major milestones for all activities.

☐ **Decrease in proposed accomplishments**

Original Proposed Accomplishments _____ Amended Proposed Accomplishments _____

Required Attachments

Attachment 1: A letter from the Chief Elected Official including:

1. Certification that the local governing body has approved the decrease in proposed accomplishments;
2. Identification and reasons for the proposed amendment; including
 - a. Changes to the nature of the project requiring the amendment;
 - b. Steps implemented to avoid any future amendment requests for the same reasons.
3. If additional local matching funds are required due to this decrease, certification that such funds are available.

Attachment 2: Revised implementation schedule showing completion of major milestones for all activities.

☐ **Amendment to Housing Program Guidelines**

Required Attachments

Attachment 1: Letter from the Chief Elected Official including:

1. Certification that the local governing body has approved the amendment to the housing program guidelines;
2. Identification and reasons for the proposed amendment;
3. If additional local matching funds are required due to this amendment, certification that such funds are available.

Attachment 2: If the housing program guidelines amendment will affect major milestones, a revised implementation schedule showing completion of major milestones for all activities.

Attachment 3: A complete copy of the proposed revised housing program guidelines.

☐ **Budget/Sources and Uses Amendment**

Original Contract Budget Approved

Activity Name	Activity Number	CDBG Funds	Other Funds	Total Funds
Total				

Proposed Budget After Amendment

Activity Name	Activity Number	CDBG Funds	Other Funds	Total Funds
Total				

Required Attachments

Attachment 1: Letter from the Chief Elected Official including:

1. Certification that the local governing body has approved the budget amendment;
2. Identification and reasons for the proposed budget amendment; including
 - a. Changes to the nature of the project requiring the amendment;
 - b. Steps implemented to avoid any future amendment requests for the same reasons.
3. If additional local matching funds are required due to this amendment, certification that such funds are available.
4. If the amendment includes a new activity, certification that the activity meets the national objective.

Attachment 2: Minutes from the public hearing held on the proposed amendment (required if reallocating more than 10% of the total original grant amount).

Attachment 3: If the budget amendment will affect major milestones, a revised implementation schedule showing completion of major milestones for all activities.

Attachment 4: Certification of re-evaluation of the environmental assessment (this form is included in the CDBG Administration Manual Chapter 6 – Environmental Review).

FOR DED USE ONLY			
Program Representative Recommendation: ☐ approve ☐ deny ☐ consultation		Initials	Date
Date amendment request received	Signature		
	Printed Name/Title		
☐ approved ☐ denied		Date	

November 8, 2021

Nebr. Department of Economic Development
PO Box 94666
Lincoln, NE 68509-4666

RE: Contract Amendment Request
CDBG #18-ED-003

ATTENTION Tom Stephens

Tom:

The City of Hastings is requesting a contract amendment for the referenced project. The purpose of the amendment request is to extend the project contract/completion date to June 20, 2022 to allow Shabri, LLC sufficient time to fully utilize the funds and to complete the fulfillment of the job creation requirements. Please see the project status update as provided by Rakesh:

We are not where we had projected to be ourselves two years ago. Why? Because of too many factors and circumstances. Did any one of us predicted that we will have such a pandemic that will bring us to ground zero? For us to think who we are and what's more important? Success or survival for existence? We all had deadlines for our new venture, our new projects but what happened? Shabri had a strong proven concept (proven record from Innovative Prosthetics & Orthotics- a state funded DED grant) which created the concept of Shabri and further take the initial concept to a reality.

Shabri as a small business requires a skilled job force and team to achieve the vision and goal we have for Shabri's success. Shabri had a vision to be a star on Nebraska map to become 3D hub and a 3D farm but we were caught in an era with pandemic. Every crisis creates an opportunity and we did create those crisis to an opportunity. We started manufacturing 3D mask and face shield. We partnered with University of Nebraska Medical Center to print 3D swabs when traditional manufacturing failed to do. We are a company in evolution and we will prosper because we survived the crisis and still existed. Our hiring has been consistent and we are hoping to have more than 6 FTE as required by CDBG. As a small business owner and living in Rural area, I am still committed to do everything in our power to recruit good talent, keep the local talent and workforce in our community. I started this project and believed in my vision and I will continue to make Shabri a reality and a Nebraska Silicon Valley and do hope that the State of Nebraska and City of Hastings will continue to support us.

We are seeing some good response from our clients and plan to attend live conferences again to showcase our product and services to sell our products nationwide. We have partnered with CCC, Hastings and talking to Hastings Public School to create more work study or short training programs to develop a workforce flow.

New opportunities that started to develop are:

1. Partnership with Children's Hospital for hand splint which was one of our initial product offering in our business plan.
2. Shabri is launching two ready to go product- 3D printed antimicrobial wrist orthosis and 3D antimicrobial cellphone cases
3. We are two months away from starting to print diagnostic prosthetic sockets at Shabri for our own customers and then selling to other O&P clinics in the USA and India.
4. We are signing up to attend conferences nationwide to showcase our products starting in 2022 and have submitted several abstracts to have a booth and be a presenter/speaker at those conferences.

Based on the above we ask for your continued support extending our project deadline another six months.

Therefore, the City is requesting a six month extension of the project contract to June 20, 2022.

The Council's approval of this request are noted in the enclosed minutes. No additional local funds are required for the amendment. The request does not have an effect on our environmental review. A revised implementation schedule is enclosed.

If you have any questions, please feel free to contact our administrator, Lori Ferguson at SCEDD.

Sincerely,

Corey Stutte, Mayor

Department: Engineering
Staff Contact: Lee Vrooman, Tara Ogren
Council Meeting Date: 11/8/2021

AGENDA ITEM SUMMARY SHEET

Description of Item:

Approval of Agreement for CH 2021-09 FC-03 North Fire Station No 1 Sprinkler & Remodel in the amount of \$251,889.00

Names of People/Business affected by this action:

City of Hastings, North Fire Station

Why Council action is required:

Need approval for agreement

Type of action requested:

Motion

Suggested motion:

To approve the agreement with Farris Construction for CH 2021-09 FC-03 North Fire Station No 1 Sprinkler & Remodel, in the amount of \$251,889.00

Deadlines associated with action:

Department head comments:

This agreement is for the remodel of the upstairs of Station 1, which was approved in the 2021-22 budget. The remodel is for the addition of a private bathroom and sleeping quarters to bring our facility into alignment with Federal and State EEOC laws as well as NFPA standards for health and safety. The bid is \$26,889 over budget, and additional funds have been identified within the city budget to cover this increase. Overall bids were higher than anticipated due to current and anticipated supply and demand issues. The city's bid process was followed and three general contractors attended the pre-bid meeting, with two submitting complete bid packages. Recommend approval.

City Administrator comments:

Recommend approval

AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of November, 2021, by and between the City of Hastings, Party of the First Part, hereinafter called the "Purchaser" or "City", and Farris Construction 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 two hundred fifty-one thousand, eight hundred eighty-nine and zero cents. (\$251,889.00)

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 **Fire Station No. 1 Fire Sprinkler System & Remodel, CH 2021-09 FC-03.**

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

CONTRACTOR
Party of the Second Part

SEAL

By: James D. Yarni

Title: Owner/President

Date: 11-1-2021

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.



To: Brad Starling
From: Lee Vrooman
Tara Ogren
Date: October 28, 2021
Subject: Fire Station No. 1 Fire Sprinkler System and Remodel

On September 29, 2021 bids were opened for the North Fire Station Remodel; project number CH 2021-09 FC-03. A summary of the bids is attached.

The Engineers' estimate for this work was \$225,000. Engineering staff recommends that the project be awarded to Farris Construction of Hastings, Nebraska for a total of **\$251,889.00** which is the lowest and best bid for the City of Hastings.

Work completed already in the direction of this project has been Engineering and Architectural Services with WDesign Associates of Hastings, NE for a contract amount of \$29,600 awarded in December of 2020. Asbestos remediation has also taken place in anticipation of the renovation and Life Safety Code updates. Asbestos remediation costs included \$2465 for testing, quality assurance, and quality control with Quad-C Consulting of Wood River, NE. Asbestos abatement in the amount of \$7350 was with Great Plains Asbestos Control of Kearney, NE. Asbestos remediation took place in August of 2021.

The approximate start date for construction is December 13th, 2021; with an approximate completion date of June 10th, 2022.

Fire Station No. 1 Fire Sprinkler System and Remodel **CH 2021-09 FC-03**

***BID TABULATION**

BID DATE: September 29, 2021

BID TIME: 1:30 p.m.

Bidder	Bid	Addendum 1	Exceptions	Bid Security (Yes/No)
Farris Construction 137 East E Street, PO Box 2046 Hastings, NE 68901	\$251,889.00	Yes	"NO"	Yes
Carmichael Construction, LLC 1012 W 18 th Street Hastings, NE 68901	\$257,300.00	Yes	NO	Yes

**FORMAL PROPOSAL FOR
FIRE STATION NO. 1 FIRE SPRINKLER SYSTEM AND REMODEL
CH 2021-09 FC-03**

City of Hastings
220 N Hastings Ave
Hastings, NE 68901

Issue Date: 9/22/2021*

Return Date on or Before: 9/29/2021 @ 1:30 p.m.

***Addendum No. 1**

The undersigned bidder, having read and examined the specifications and associated contract documents for the above designated construction, does hereby propose to furnish the equipment and provide the services set forth in this Proposal.

We, the undersigned, being familiar with all parts of this document, do hereby agree to provide a full and complete project for the Fire Station No. 1 Fire Sprinkler System and Remodel according to the drawings, general conditions, special conditions, and specifications for Renovations of the Hastings North Fire Station Sleeping Quarters and Restroom. The following are to be accepted as firm prices. Alternate bid items are included on the proposal pages and must be completed.

Fire Station No. 1 Fire Sprinkler System and Remodel

Item No.	Description	Qty.	Unit	Total Price
1	Remodel and Renovation of the Second Floor Sleeping Quarters and Restroom	1	LS	\$ 183,312.00
2	Wet Sprinkler System Improvements and Installation Through-Out (extension of existing)	1	LS	\$ 51,150.00
3	Special Systems Installation Through-Out (fire alarm control panel, fire alarms, extinguishers, and detection systems)	1	LS	\$ 15,984.00
4	Install new quick response sprinkler heads on existing basement wet sprinkler system	29	EA	\$ 1,443.00

TOTAL PRICE (Sum Item No.s 1 - 4): \$ 251,889.00

TWO HUNDRED FIFTY ONE THOUSAND EIGHT HUNDRED EIGHTY NINE AND NO/100--

(Price in Words)

In submitting this Bid, Bidder represents that:

A. Receipt of Addenda is hereby acknowledged:

No. 1 Date 9-22-21 No. _____ Date _____

No. _____ Date _____ No. _____ Date _____

No. _____ Date _____ No. _____ Date _____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

Date of Site Visit: 9-15-21

C. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, tests, studies, and data with the Bidding Documents

D. Bidder has given Owner and Architect written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Owner and Architect is acceptable to Bidder.

E. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

Completion date for entire project: On or before December 15, 2022*

*Once work begins on the project, contractor has 6 months to complete the job.

Estimated Start date: 30 days after notice to proceed.

In submitting this proposal, it is understood that the right is reserved by the City of Hastings to reject any or all proposals and it is further understood that this proposal may not be withdrawn for a period of sixty (60) days after proposals are opened. It is further understood that the City of Hastings reserves the right to select any or all of the items above, as they deem appropriate.

All bid documents, including proposals, etc., must be submitted with original signatures. No copies will be accepted.

OFFICIAL NAME & ADDRESS

FARRIS CONSTRUCTION CO., INC.
Firm Name
137 EAST E STREET PO BOX 2046

Address
HASTINGS, NE 68901

City, State, Zip
402-462-8732

Phone No.
402-462-8801

Fax No.


Signature
JAMES P. FARRIS

Typed or Printed Name
PRESIDENT

Title
9-29-2021

Date
farrisco@windstream.net

Email Address

ADDENDUM NUMBER 1

City of Hastings
Engineering Department
1228 N. Denver Ave
Hastings, NE 68901

PROJECT:

CH 2021-09 FC-03 Fire Station No. 1 Fire Sprinkler and Remodel

ADDENDUM NUMBER 1

Date: September 22, 2021

Bid Opening: Proposals will be opened promptly at 1:30 PM, Wednesday, September 29, 2021 at the office of the City Clerk of Hastings, Nebraska.

Clarification #1: Alternate for clean air fire suppression removed. New Proposal Page is attached.

Clarification #2: New Proposal Page adds Line Item No. 4: Install new quick response sprinkler heads on existing basement wet sprinkler system, 29 Each.

Clarification #3: Line Item No. 2 on new proposal page reworded. Line Item No. 2 shall include removal and replacement of internal (above ground) 4-inch intake sprinkler line and associated fittings as required. Existing 4-inch intake sprinkler line as a pinhole leak.

Clarification #4: Room B-8 in basement will not require wet sprinkler system extension. Room B-8 will require smoke detection.

Clarification #5: Sheet D-1, Room Finish Schedule: Ceiling Material should be new S.A.T ("D") for Rooms 100, 102, 103, 107, 108, and 112. Contractor may utilize existing storage room 044 to store salvaged materials and other materials as needed.

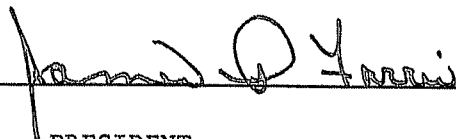
Clarification #6: Contractor may disregard Demolition Keynotes (sheet D-1): 3, 10, and 13.

Clarification #7: Total Price Breakdown may be submitted upon Award.

Clarification #8: Pre-Bid Meeting Notes attached.

The undersigned bidder hereby certifies that the revisions set forth in this addendum have been incorporated in their bid and are part of the contract documents. **Please use and submit this sheet with your proposal.**

Signed



Title

PRESIDENT

Firm

FARRIS CONSTRUCTION CO., INC.

Date

9-29-2021

Department: Engineering
Staff Contact: Lee Vrooman
Council Meeting Date: 11/8/2021

AGENDA ITEM SUMMARY SHEET

Description of Item:

Authorization to advertise for bid for Project CH 2021-12 FC-13 16th St Viaduct Demolition.

Names of People/Business affected by this action:

City of Hastings

Why Council action is required:

Council approval is required

Type of action requested:

Motion

Suggested motion:

Motion to approve authorization to advertise for bid for Project CH 2021-12 FC-13 16th St Viaduct Demolition.

Deadlines associated with action:

Department head comments:

This agenda item is to ask for authorization to go out for bids on the 16th Street Viaduct Demolition. City Staff worked with Olsson to put these specifications and plans together. Attached are the plans and specifications which include the demolition of the viaduct and reconstruction of 16th Street between St. Joseph Avenue and Kansas Avenue along with regrading of the area. Plans and specifications will be sent out to contractors on November 9th, with the bid opening on December 2nd. It is anticipated that the award of contract will come before the council at the December 13th meeting.

Also attached is Resolution No. 2020-62 from November 9, 2020, which authorized Staff to proceed in taking the necessary steps to carry out the demolition of the 16th Street Viaduct.

Recommend Approval

City Administrator comments:

Recommend approval

RESOLUTION NO. 2020-62

WHEREAS, the old U.S. Highway 281, a/k/a 16th Street Viaduct, hereinafter referred to as “the Viaduct or Viaduct”, was originally constructed in 1934, with an estimated useful life of 50 years; and

WHEREAS, the Viaduct is now approximately 35 years past its estimated useful life; and

WHEREAS, the Viaduct was inspected by the State of Nebraska on November 20, 2018 noted the substructure was rated in serious condition; and

WHEREAS, The City, noting the accelerated deterioration over the winter of 2018-19, hired Olsson, an engineering firm to conduct an assessment of the Viaduct; and

WHEREAS, Olsson conducted a visual condition assessment of the Viaduct on April 3, 2019 and filed its report of that assessment with the City in May 2019; and

WHEREAS, Olsson’s report found that due to the ravages of time and weather on the supporting structures of the Viaduct and the differences seen in the Viaduct between the November 2018 State inspection report and their visual inspection in April 2019 the future of vehicular traffic over the Viaduct needed to be considered; and

WHEREAS, the City closed the Viaduct to vehicular traffic due to its condition for public safety concerns on May 31, 2019; and

WHEREAS, since the closure of the Viaduct the City of Hastings with the assistance of Olsson explored and examined options ranging from doing nothing to the Viaduct, to demolishing the Viaduct, to doing extensive repairs on the Viaduct, to repairing the Viaduct maintaining its existing alignment with a shorter span/new bridge; to demolishing the Viaduct and constructing a new viaduct, approved pursuant to Neb. Rev. Stat. §18-617 et seq. in its place, either aligning with Eastside Boulevard or at some other location; and

WHEREAS, on November 25, 2019 the Mayor and Council of the City of Hastings unanimously passed Resolution No. 2019-57 declaring that the Viaduct had become a public safety matter due to its deterioration over time and the immediate preservation of public safety was an urgent measure for which a decision needed to be made; and

WHEREAS, it was further resolved by said Resolution No. 2019-57 that the December 9, 2019 City Council agenda would have an item placed on it to vote on which option to pursue regarding the Viaduct; and

WHEREAS, on December 2, 2019 the Mayor and City Council of the City of Hastings held a work session and discussed and considered the options and alternatives regarding the Viaduct with input being provided by Olsson, and

WHEREAS, on December 9, 2019 the Mayor and City Council of the City of Hastings, Nebraska, passed Resolution No. 2019-59 which directed staff to take the necessary steps to accomplish the demolition of the Viaduct as expeditiously as possible; and

WHEREAS, on March 2, 2020 a petition was presented to the City Clerk seeking a referendum on Resolution 2019-59; and

WHEREAS, on March 9, 2020 the Mayor and City Council of the City of Hastings passed Resolution No. 2020-16 rescinding their action passed as Resolution No. 2019-59 to demolish the Viaduct; and

WHEREAS, Engineering Specialists, Inc, of Omaha, Nebraska, was recommended by Olsson to do a forensic examination of the Viaduct to determine whether or not the condition of the Viaduct was such that the Viaduct was able to be repaired; and

WHEREAS, on July 20, 2020 Engineering Specialists, Inc., delivered its 260 page report to the City of Hastings concluding that the repair of the Viaduct was not feasible and not recommended based on sound engineering judgment due to the high potential of failure and life safety concerns; and

WHEREAS, the Engineering Specialists, Inc. report also identified several immediate safety recommendations to be taken to insure public safety; and

WHEREAS, on August 24, 2020 Mayor and City Council of the City of Hastings passed Resolution No. 2020-50 putting the Viaduct issue before the voters at the November 3, 2020 general election to rebuild the Viaduct at a cost not to exceed \$12,500,000 to be paid by levying property tax in the amount needed to retire the bonds; and

WHEREAS, the vote on the ballot issue regarding the Viaduct on November 3, 2020 general election ballot has been certified by the Adams County canvassing board on November 6, 2019, and the ballot issue failed;

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

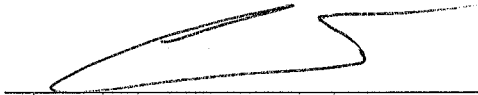
BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF HASTINGS, NEBRASKA, that the condition of the old U.S. Highway 281 Viaduct, a/k/a the 16th Street Viaduct is hereby designated as a public safety matter due to its deterioration over time and that the immediate preservation of public safety is an urgent measure requiring the Viaduct to be demolished and Staff is hereby directed to proceed to take the necessary steps to carry out the demolition.

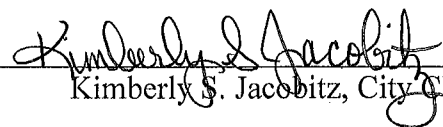
BE IT FURTHER RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF HASTINGS, NEBRASKA, that the City staff is directed to take the necessary steps to accomplish the demolition of the viaduct as expeditiously as possible.

PASSED AND APPROVED this 9th day of November, 2020.

CITY OF HASTINGS, NEBRASKA

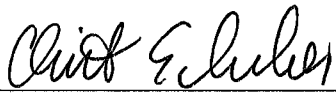
ATTEST:


Corey Stutte, Mayor


Kimberly S. Jacobitz, City Clerk



(SEAL)

Approved as to form: 
Clint Schukei, City Attorney

CONTRACT & SPECIFICATIONS DOCUMENTS

**PROJECT NO. CH 2021-12 FC-13
16th STREET VIADUCT DEMOLITION**

CITY OF HASTINGS

**Proposals Will Be Opened Promptly At
1:30 PM, Thursday, December 2, 2021**

Bid Submitted By: _____



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The City of Hastings, Nebraska, will receive bids for the demolition of: **16th Street Viaduct, CH 2021-12 FC-13** until 1:30 p.m. at the Office of the City Clerk of Hastings, Nebraska, on **Thursday, December 2, 2021** at which time and place all bids will be publicly opened and read aloud. **Brief description of project: Demolition of 16th Street Viaduct along with associated grading, construction of streets, sidewalks and parking areas.** If you plan on bidding and are not already on our approved bidders list for this project, you are REQUIRED to fill out the Plan Holders Submittal Form that is located on the City website: <https://www.cityofhastings.org/bids/>.

The Contract Documents, including plans and specifications, are on file at the Office of the City Clerk of Hastings, 220 N Hastings Avenue, Hastings, Nebraska 68901. Copies of the plans and specifications in electronic (PDF) format may be obtained by visiting the City of Hastings Website: www.cityofhastings.org/bids. A paper copy is available for \$75.00, plus sales tax (\$5.25), plus shipping.

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

No bid shall be withdrawn after opening of bids without the consent of the City of Hastings, Nebraska, for a period of sixty (60) days after scheduled time of closing bids.

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

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

DATED AT HASTINGS, NEBRASKA, this 9th day of November, 2021.

Kimberly S Jacobitz, City Clerk

For City Clerk: Publish and Attach two (2) Proofs of Publication (November 12 and November 19, 2021)

INSTRUCTIONS FOR BIDDERS

- 1) Contractors must fill in each individual unit quantity blank and totals of each respective unit.
- 2) Please check to verify that your bid bond accompanies your bid. Bids not accompanied with a bid bond or cashier's check will not be read.
- 3) In the event of inconsistencies between contract documents, Contractor shall utilize the most restrictive of the alternatives for the purpose of bidding. Contractor shall identify these items for clarification subsequent to award.
- 4) The Contract, if awarded, will be awarded to the Contractor with the lowest responsible bids for the project.
- 5) Contract completion dates and liquidated damages are as follows:

Project No. CH 2021-12 FC-13, 16TH STREET VIADUCT DEMOLITION:

- Substantial Completion of the project by September 1, 2022. Substantial completion is defined as completion of storm sewer, inlets, grading, viaduct removal and the paving.
 - Final Completion of the project by October 1, 2022. Final completion includes incidental work consisting of final grading, landscaping and seeding.
- 6) Liquidated Damages are as follows:
 - \$500 per calendar day past the final completion date
 - \$1,500 per day for railroad flagging that exceeds the maximum 20-day limit to be paid by the City.
 - 7) The undersigned bidder agrees and understands that bidder will be appointed as Purchasing Agent for the City and will be issued an Exempt Sales Certificate to be used in accordance with specified requirements.
 - 8) This contract shall be awarded only to responsible contractors who possess the potential ability to perform successfully under the terms and conditions of the contract. Consideration shall be given to such matters as contract integrity, record of past performance, financial and technical resources or accessibility to other necessary resources.

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:

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.

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

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

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools and plant, to perform all necessary labor and supervision and to construct, install, erect, equip and complete all work stipulated in, required by and in accordance with the contract documents and the plans, specifications and other documents referred to therein (as altered, amended or modified by all addenda thereto) for and in consideration of the following proposal for: **Project No. CH 2021-12 FC-13, 16th Street Viaduct Demolition.**

16th Street Viaduct Demolition
Project No. CH 2021-12-FC-13

Project Quantities

Item #	Description	Estimated Quantity	Unit	Unit Price	Amount
1.	Mobilization	1	LS	\$	\$
2.	6" Concrete Pavement w/Integral Curb	1650	SY	\$	\$
3.	Subgrade Prep	2439	SY	\$	\$
4.	6" Concrete Driveway	789	SY	\$	\$
5.	4" Concrete Sidewalk	105	SY	\$	\$
6.	Crushed Rock Surface Course	15	Ton	\$	\$
7.	Reconstruct Sanitary Sewer Manhole	1	EA	\$	\$
8.	Storm Sewer Inlet	1	EA	\$	\$
9.	24" Elliptical RCP Storm Sewer Pipe	109	LF	\$	\$
10.	24" Elliptical RCP Flared End Section	1	EA	\$	\$
11.	Repair Concrete Flume	15	SY	\$	\$
12.	Remove Pavement	6734	SY	\$	\$
13.	Remove Sidewalk	4	SY	\$	\$
14.	Remove Storm Sewer Inlet	2	EA	\$	\$
15.	Remove Storm Sewer Pipe	117	LF	\$	\$
16.	Remove Guardrail	1463	LF	\$	\$
17.	Remove Concrete Light Pole Base	2	EA	\$	\$

**16th Street Viaduct Demolition
Project No. CH 2021-12 FC-13**

Project Quantities

Item #	Description	Estimated Quantity	Unit		Unit Price		Amount
18.	Ditch Cleanout	1	LS	\$		\$	
19.	Traffic Control	1	LS	\$		\$	
20.	Inlet Sediment Protection	2	EA	\$		\$	
21.	Construction Entrance	2	EA	\$		\$	
22.	Temporary Erosion Control	300	LF	\$		\$	
23.	Erosion Control Fabric, Type 1D	630	SY	\$		\$	
24.	Earthwork – 16 th Street	1	LS	\$		\$	
25.	Earthwork – North Viaduct Approach Removal	1	LS	\$		\$	
26.	Seeding and Mulching	2.45	Acre	\$		\$	
27.	Seeding and Hydromulching	.50	Acre	\$		\$	
28.	Remove Structure	1	EA	\$		\$	
29.	Remove Retaining Wall	208	LF	\$		\$	
30.	Vibration Monitoring- Structures	1	LS	\$		\$	

Total: \$

Written Total:

Amount to be shown in both words and figures. In case of a discrepancy, the unit price shall prevail. City has the right to eliminate Alternative Items prior to Award.

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 2021-12 FC-13, 16th Street Viaduct Demolition:

- **Substantial Completion by September 1, 2022**
- **Final Completion by October 1, 2022**

In submitting this Bid, Bidder represents that:

A. Receipt of Addenda is hereby acknowledged:

No. _____ Date _____ No. _____ Date _____

No. _____ Date _____ No. _____ Date _____

No. _____ Date _____ No. _____ Date _____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

Date of Site Visit: _____

C. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, tests, studies, and data with the Bidding Documents

D. Bidder has given Owner and A/E written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Owner and A/E is acceptable to Bidder.

E. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

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.

All bid documents, including proposals, etc., must be submitted with original signatures.
No copies will be accepted.

OFFICIAL NAME & ADDRESS

_____ Firm Name	_____ Signature
_____ Address	_____ Typed or Printed Name
_____ City, State, Zip	_____ Title
_____ Phone No.	_____ Date
_____ Fax No.	_____ Email Address

BIDDER FIVE YEAR WORK HISTORY

Bidder shall submit last five (5) year work history where Contractor has complete significant projects of like size and scope.

<u>Year</u>	<u>Construction Location – City, State</u>	<u>Project Owner</u>

Signed _____

By _____

Title: _____

Date: _____

IMPORTANT MAILING (OR HAND DELIVERY) INSTRUCTIONS

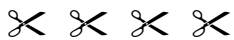
Please address your return envelope as shown in the example below. All bids must be sealed in a properly marked envelope.

Hand deliver attention Kim Jacobitz at City Hall, 220 N Hastings Avenue.

Your Return Address

Office of the City Clerk of Hastings
Attn: Kim Jacobitz
220 N. Hastings Avenue
Hastings, NE 68901

**This Information MUST BE typed or written in the lower left hand corner of return envelope
OR SIMPLY CUT OUT AND TAPE ON YOUR RETURN ENVELOPE**



BID DOCUMENTS ENCLOSED

ATTN: Kim Jacobitz, City Clerk of Hastings

Informal Contract No: CH 2021-12 FC-13

16th Street Viaduct Demolition

Bid Opens: Thursday, December 2, 2021 @ 1:30 PM

If returning Fed-X or similar carrier, please enclose the bid in an “inner” envelope which is sealed. Please make sure BOTH envelopes are properly marked on the OUTSIDE OF THE ENVELOPE as shown in the example above.

One bid per envelope. Bid submittal via email is not allowed. Bids must be checked in to the City Clerk prior to 1:30 pm deadline.

IF YOU HAVE QUESTIONS OR NEED HELP ON THESE SPECIFICATIONS

PLEASE CONTACT ANY OF THE FOLLOWING:

TECHNICAL QUESTIONS

Lee Vrooman, PE Director of Engineering
1228 N. Denver Avenue PO Box 289 (68902)
Hastings, NE 68901
Ph# 402-462-3657
Cell# 402-831-1361
Email: lvrooman@hastingsutilities.com

Tara Ogren, PE Civil Engineer
1228 N Denver Ave PO Box 289 (68902)
Hastings, NE 68901
Ph# 402-462-3676
Email: togren@hastingsutilities.com

Matt Rief, PE
Olsson
201 E. Second Street
Grand Island, NE 68801
Ph# 308-398-2965
Email: mrrief@olsson.com

GENERAL QUESTIONS OR REQUESTS

Renae Griess
Engineering Admin Assistant
Ph# 402-462-3665
Email: rgriess@hastingsutilities.com

AGREEMENT

THIS AGREEMENT, made and entered into this day of December, 2021, by and between the City of Hastings, Party of the First Part, hereinafter called the "Purchaser" or "City", and a of (town) in the State of , 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 . (\$)

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 **16th STREET VIADUCT DEMOLITION**

All materials, equipment, labor and/or liquidated damages 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

By: _____

Title: _____

Date: _____

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.

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

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

The condition of this obligation is such that, whereas the principal, by an instrument in
writing attached hereto and bearing the date of _____20__, has agreed with the
CITY to do all work necessary and to furnish all labor, materials, supplies, tools and equipment to

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

NOW THEREFORE, if the principal shall well and truly in good, sufficient and in a
workmanlike manner, and to the satisfaction of the CITY perform and complete the work required,
and shall defend, indemnify and save harmless the CITY against all damages, claims, demands,
expenses and charges of every kind (including claims of patent infringement) arising from any act,
omission or neglect of said principal, his agents, servants or employees, with relation to said work,
and shall pay all costs, charges, rentals and expenses for labor, materials, supplies and equipment
and deliver the said improvement to the CITY completed and ready for operation and free from all
encumbrances or claims for labor, materials or otherwise, and shall pay all other expenses lawfully
chargeable to the CITY, and this bond shall also be for the use and benefit of all persons who may
perform any work or labor or furnish any material in the execution of said Contract and may be
sued on thereby in the name of any such party claiming the benefit hereof, then this obligation
shall be void, otherwise the same shall remain in full force and effect. This obligation shall be in
full force and effect for the full guarantee period provided in the specifications contained herein.

PERFORMANCE AND PAYMENT BOND

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

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

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

This Bond is executed in triplicate counterparts.

	_____	Principal
(Seal)	_____	Street Address
_____	_____	City, State, Zip
Witness	_____	Name of Person Executing
	_____	Surety
ATTEST:	By: _____	
_____	Title: _____	

AFFIDAVIT

State of Nebraska)
) ss.
County of Adams)

I _____,
Name Title

of _____
Firm Name

do hereby certify that all subcontractors, vendors, persons or firms who have furnished labor or material for the

have been fully paid and that all taxes have been paid.

Signature

Date

Subscribed and sworn to me this _____ day of _____, 20____

Notary Public

My commission expires_____.

A signed and notarized copy of affidavit must be in City of Hastings file before the final payment may be made.

Copy of forms will be supplied by City of Hastings prior to final payment.

Nebraska Resale or Exempt Sale Certificate

for Sales Tax Exemption

RESET FORM

PRINT FORM

FORM
13

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

Check Type of Certificate

- ☐ Single Purchase If single purchase is checked, enter the related invoice or purchase order number _____.
- ☐ Blanket If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

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

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

Section A—Nebraska Resale Certificate

Description of Property or Service Purchased

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

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

Description of Product Sold, Leased, or Rented

of _____

My Nebraska Sales Tax ID Number is 01-_____.

If none, state the reason _____,

or Foreign State Sales Tax Number _____ State _____.

Section B—Nebraska Exempt Sale Certificate

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

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

Description of Property or Service Purchased

Intended Use of Property or Service Purchased

If exemption category 3 or 4 is claimed, enter your Nebraska Certificate of Exemption State ID number. 05-_____. Do **not** enter your Federal Employer ID Number.

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

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

Section C—For Contractors Only

1. Purchase of building materials or fixtures.

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

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

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

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

sign
here

Authorized Signature

Title

Date

Authorized Signature Name (please print)

Do not send this certificate to the Nebraska Department of Revenue. Keep it as part of your records.

Sellers cannot accept incomplete certificates.

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

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

Instructions

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

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

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

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

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

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

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

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

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

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

Exemption Categories

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

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

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

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

2. Purchases when the intended use renders it exempt. See [Nebraska Sales Tax Exemption Chart](#).
3. Purchases made by organizations that have been issued a [Nebraska Exempt Organization Certificate of Exemption](#) (Certificate of Exemption). [Reg-1-090, Nonprofit Organizations](#); [Reg-1-091, Religious Organizations](#); and [Reg-1-092, Educational Institutions](#), identify these organizations. These organizations are issued a Certificate of Exemption with a state ID number which must be entered in Section B of Form 13.

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

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

4. Purchases of motor vehicles, trailers, semitrailers watercraft, and aircraft used predominately as common or contract carrier vehicles; accessories that physically become part of the common or contract carrier vehicle; and repair and replacement parts for these vehicles. The exemption ID number must be entered in Section B of the Form 13. An individual or business that has been issued a common or contract carrier certificate of exemption may only use it to purchase those items described above prior to the expiration date on the certificate. The certificate of exemption expires every 5 years. (See [Nebraska Common or Contract Carrier Information Guide](#)).
5. Purchases of manufacturing machinery and equipment made by a person engaged in the business of manufacturing, including repair and replacement parts or accessories, for use in manufacturing. (See [Reg-1-107, Manufacturing Machinery and Equipment Exemption](#)).
6. Occasional sales of used business or farm machinery or equipment productively used by the seller as a depreciable capital asset for more than one year in his or her business. The seller must have previously paid tax on the item being sold. The seller must complete, sign, and give the Exempt Sale Certificate to the purchaser. (See [Reg-1-022, Occasional Sales](#)). The Form 13 must be kept with the purchaser's records for audit purposes.

Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax

RESET

PRINT

FORM
17

Section A – Purchasing Agent Appointment

Name and Address of Contractor	Name and Address of Exempt Governmental Unit or Exempt Organization
Name	Name
Street or Other Mailing Address	Street or Other Mailing Address
City State Zip Code	City State Zip Code
Name and Location of Project	Appointment Information
Name	Effective Date (See instructions)
Street Address	Expiration Date
City State Zip Code	Nebraska Exemption Number (Exempt Organizations Only)

Provide the contract name, number, and a description of the project.

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

sign
here

Authorized Signature of Exempt Governmental Unit or Exempt Organization

Title

Date

Section B — Delegation of Contractor's Authority A contractor can delegate its authority to its subcontractor.

Name and Address of Subcontractor	Delegation Information for the Project Identified in Section A
Name	Effective Date
Street or Other Mailing Address	Expiration Date
City State Zip Code	Portion of Project

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

sign
here

Signature of Contractor or Authorized Representative

Title

Date

Name and Address of Subcontractor	Delegation Information for the Project Identified in Section A
Name	Effective Date
Street or Other Mailing Address	Expiration Date
City State Zip Code	Portion of Project

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

sign
here

Signature of Subcontractor or Authorized Representative

Title

Date

Name and Address of Subcontractor	Delegation Information for the Project Identified in Section A
Name	Effective Date
Street or Other Mailing Address	Expiration Date
City State Zip Code	Portion of Project

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

sign
here

Signature of Subcontractor or Authorized Representative

Title

Date

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

SECTION 1

GENERAL CONDITIONS

SECTION 1-1 - DEFINITION OF WORDS AND TERMS

Wherever in these specifications or in other contract documents the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

1.101 Advertisement. The advertisement for work or materials on which bids are to be received.

1.102 Award. The decision of the City to accept the proposal of the lowest responsible bidder for the work, subject to the execution and approval of a satisfactory contract thereof and bond to secure the performance thereof, and to such other conditions as may be specified or otherwise required by law.

1.103 Bidder. Any individual, firm, or corporation formally submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.

1.104 Calendar Day. Every day shown on the calendar, except weekends and holidays included: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, Friday after Thanksgiving, ½ Day Christmas Eve, and Christmas Day.

1.105 Change Order. A written order to the Contractor, signed by the Engineer, ordering a change in the work from that originally shown in the plans and specifications.

1.106 City. The word "City" as used in these specifications refers to City of Hastings, Nebraska.

1.107 Contract. The written agreement executed between the City and the Contractor, covering the performance of the work and the furnishing of labor and materials, by which the Contractor is bound to perform the work and furnish the labor and materials, and by which the City is obligated to compensate him therefore at the mutually established and accepted rate or price.

The contract shall include the "Notice to Bidders", these specifications, the Contractor's Bond, the general and detailed plans, the Proposal, Special Provisions, Exceptions, Addendums, Appendixes and Supplemental Agreements.

1.108 Contract Item. An item of work specifically described and for which a price, either unit or lump sum, is provided. It includes the performance of all work and the furnishing of all labor, equipment, and materials described in the text of a specification item included in the contract or described in any subdivision of the text of the supplemental specification or special provision of the contract.

1.109 Contract Period. The period from the date specified in the contract for the commencement of work to the date specified for its completion, both dates inclusive.

SECTION 1: GENERAL CONDITIONS

1.110 Contractor. The party of the second part to the contract; the individual, firm, or corporation undertaking the execution of the work under the terms of the contract and acting directly or through his, their, or its agents or authorized employees.

1.111 Easement (Right-of-Way). A right acquired by public authority to use or control property for a designated purpose.

1.112 Engineer. The Director of Engineering, acting either directly or through an assistant or other representative duly authorized by the Director of Engineering, such assistant or representative acting within the scope of the particular duties assigned him, or of the authority given him.

1.113 Extra Work. Work performed by the Contractor in order to complete the contract in an acceptable manner but for which there is no basis of payment provided in the contract.

1.114 Flagging Day. Any day in that the railroad has a flagman onsite and charges the City for such services.

1.115 Inspector. An authorized representative of the Engineer assigned to make detailed inspection of any or all portions of the work performed and materials furnished by the Contractor.

1.116 Laboratory. The testing laboratory of the City or any other testing laboratory which may be designated by the Engineer.

1.117 Maintenance Bond. Insures the owner of a completed construction project for a specified time period against defects and faults in materials, workmanship and design.

1.118 Notice to Bidders. The provisions, requirements, and instructions pertaining to the work to be awarded, manner and time of submitting proposals, quantities of the major items or work required, as prepared for the information of bidders.

1.119 Performance and Payment Bond. The approved form of security, executed by the Contractor and his surety or sureties, guaranteeing complete execution of the contract and all supplemental agreements pertaining thereto and the payment of all legal debts pertaining to the construction of the project.

1.120 Plans. The official plans, profiles, working drawings, and supplemental drawings, or exact reproductions thereof, approved by the Engineer, which show the location, character, dimensions and details of the work to be done, and which are to be considered as a part of the contract supplementary to these specifications.

1.121 Project. The specific section of the street together with all appurtenances and construction to be performed thereon under the contract.

1.122 Proposal. The offer of the bidder, submitted on the prescribed proposal form, to perform the work and to furnish the labor and materials at the prices quoted by the bidder.

1.123 Proposal Form. The approved form on which the City requires formal bids be prepared and submitted.

SECTION 1: GENERAL CONDITIONS

1.124 Proposal Guaranty. The security furnished by the bidder with his proposal for a project, as a guaranty that he will enter into a contract for the work if his proposal is accepted.

1.125 Right-of-Way. The land area which is reserved or secured by the City for constructing the work or for obtaining material therefore.

1.126 Special Provisions. Special directions, provisions or requirements peculiar to the project under consideration and not otherwise thoroughly or satisfactorily detailed or set forth in the specifications.

1.127 Specifications. The general term comprising all the directions, provisions, and requirements contained herein, together with such as may be added or adopted as supplemental specifications or special provisions, all of which are necessary for the proper performance of the contract.

1.128 Subcontractor. Any individual, firm, or corporation to whom the Contractor, with the written consent of the City, sublets any part of the contract.

1.129 Superintendent. The representative of the Contractor, present on the work at all times during progress, authorized to receive and fulfill instructions from the Engineer and capable of superintending the work efficiently.

1.130 Surety. The corporate body bound with and for the Contractor for the acceptable performance of the contract and the completion of the work, and for payment of all just claims arising therefrom.

1.131 Work. Work shall be understood to mean the furnishing of all labor, materials, equipment, paying all applicable city, state, and federal taxes, and other incidentals necessary or convenient to the successful completion of the project by the Contractor and the carrying out of all the duties and obligations imposed by the contract if applicable.

1.132 Working Day. Any day, except Saturdays, Sundays, and City of Hastings holidays. Working days for a project area shall be counted consecutively from project starting date.

1.133 Completion of the Work and Formal Acceptance by the City. Whenever the term "completion of the work and formal acceptance by the City" is used, it refers to and means the formal acceptance of the work by the Engineer and the City at the time the Contractor has all work under the contract completed and in place. Release of the final pay estimate shall constitute formal acceptance by the City.

1.134 Final Acceptance of the Work. Whenever the term "final acceptance of the work" is used, it refers to and means the time when the Engineer and City finally accept the work after the expiration of the time for which the Contractor guarantees to keep the work in repair.

1.135 Abbreviations.

A.A.S.H.O.	American Association of State Highway Officials
A.S.M.E.	American Society of Mechanical Engineers

SECTION 1: GENERAL CONDITIONS

A.S.T.M.	American Society for Testing Materials
A.R.E.A.	American Railway Engineering Association
A.W.S.	American Welding Society
D.O.T.	Department of Transportation, Office of Pipeline Safety
O.S.H.A.	Occupational Safety and Health Administration
A.W.W.A.	American Water Works Association

SECTION 1-2 - PROPOSAL REQUIREMENTS AND CONDITIONS

1.201 Contents of Proposal Forms. Bidders will be furnished with proposal forms which will state the location and description of the contemplated work and will show the estimate of the various quantities and kinds of work to be performed or materials to be furnished, with a schedule of items for which unit bid prices are asked, and the time in which the work must be completed, and the date, time, and place of opening bids. All special provisions and required provisions will be grouped together and bound with or included through reference in the proposal form.

1.202 Interpretation of Quantities in Proposal Forms. The quantities listed in the proposal forms are to be considered as approximate, unless otherwise provided by special provision. It is understood that the quantities of work to be done and materials to be furnished may each be increased, diminished or omitted, as hereinafter provided, without in any way invalidating the unit bid prices, except as provided in Article 1.403.

1.203 Examination of Plans, Specifications, Special Provisions, and Site of Work. The bidder is required to examine carefully the site, and the proposal, plans, specifications, special provisions, and contract form, for the work contemplated, and it will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, and as to the requirements of these specifications, the special provisions, and contract. It is mutually agreed that the submission of a proposal shall be considered prima facie evidence that the bidder has made such examination.

1.204 Preparation of Proposal. Bidders shall submit their proposals on blank forms furnished by the Engineer, with the full name and address and the place of business or residence of the bidder. If the bidder is co-partnership, then the signature shall be by a member of the firm, with the names and addresses of each member; and if a corporation, then by an officer of the corporation in the corporate name and with the corporate name and with the corporate seal attached thereto.

All blank spaces in the form shall be fully filled; numbers shall be stated in legible figures and writing when required; the signature shall be longhand; and the complete form shall be without interlineation, alteration or erasure.

No oral, telegraphic, telephonic, faxes, or electronically mailed proposals or modifications will be considered.

When certain alternative prices, for both increasing and decreasing the cost, are required, as called for in the proposal sheet, it must be understood that all materials and workmanship

SECTION 1: GENERAL CONDITIONS

required shall be the best of their respective kinds; and in all cases, shall correspond with similar work herein specified and, if accepted, the work shall be done under the general terms of the specifications.

1.205 Statement of Bidder's Financial Conditions. Any bidder may be required by the City to submit data to satisfy the City that such bidder is prepared to fulfill the contract if it is awarded to him.

1.206 Certified Check, Cashier's Check or Bid Bond. Each bidder must submit with his proposal a certified check, cashier's check or bid bond in the amount of not less than five percent (5%) of the amount bid, drawn to the order to the City of Hastings, City of **Hastings**, Nebraska, guaranteeing the execution of the contract and bond required, within ten (10) days of the notification of award. Any certified check must be issued by a U.S. Commercial Bank.

1.207 Filing of Proposal. The proposal and the supporting proposal guaranty for each project shall be filed in separate but attached envelopes, so marked as to indicate their contents. All proposals shall be filed with the City at the place designated in the notice to bidders, prior to the time advertised for the opening of bids.

1.208 Withdrawal of Proposal. A bidder will be permitted to withdraw his proposal unopened after it has been submitted, if his request for withdrawal is made in writing and delivered personally by the bidder or his authorized representative prior to the time specified for opening bids.

1.209 Public Opening of Proposals. Proposals will be publicly opened and read at the time and place stipulated in the notice to bidders.

1.210 Material Guaranty. The bidder may be required to furnish a complete statement of the origin, composition, and manufacture of any or all materials to be used in the construction of the work, together with samples, which samples may be subjected to the tests provided for in these specifications to determine their quality and fitness for the work.

SECTION 1-3 - AWARD OF CONTRACT

1.301 Consideration of Proposals. After the proposals are opened and read, they will be compared on the basis of the summation of the products of the quantities shown in the bid schedule by the unit bid prices. The results of such comparisons will be immediately available to the public.

The right is reserved to reject any and all proposals and to waive technical errors as may be deemed best for the interest of the City.

1.302 Award of Contract. In the award of contract, consideration will be given not only to the prices bid but also the mechanical and other equipment available to the bidder, the financial responsibility of the bidder, and his ability and experience in the performance of like or similar contracts.

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The award of alternatives proposed will be selected not only of the price but of the quality of the products provided, availability of replacement parts, repair, connection to future or existing systems, longevity, durability, function, and all other engineering and operational consideration.

Award of contracts will be made as promptly as practical after bids have been opened and read. The City reserves the right to delay the award for such time as is needed for the consideration of the bids, and for the receipt of concurrence in recommended contract awards from other governmental agencies whose concurrence may be required.

1.303 Cancellation of Award. The City reserves the right to cancel the award of any contract at any time before the execution of the said contract by all parties without any liability against the City.

1.304 Return of Proposal Guaranty. Proposal guaranties will be returned to the unsuccessful bidders by mail promptly after the signing of the contract has been made. Return to the successful bidder will be made after the signing of the contract and filing of the contract bond.

1.305 Maintenance Bond. Not Applicable

1.306 Performance and Payment Bond. The Contractor shall furnish a performance bond with a company having the approval of the City in an amount of one hundred percent (100%) of the contract price guaranteeing complete and faithful performance of the contract, payment of all bills of whatever nature which could become a lien against the property.

In the event that Contractor chooses to submit a bond other than the bond from contained in this package, such submission is done at the risk of the bidder. All such substituted bond forms shall contain indemnification both for performance and warranty as set out more fully in these documents.

1.307 Failure to Execute Contract. Failure to execute a contract and file an acceptable performance bond, as provided herein, within ten (10) days from date of award shall be just cause for the annulment of the award and the forfeiture of the certified check, bid bond, or cashier's check to the City, not as a penalty but in liquidation of damages sustained.

SECTION 1-4 - SCOPE OF WORK

1.401 Intent of Plans and Specifications. The intent of the plans and specifications is to provide for the construction and completion of every detail of the work described therein. It shall be understood by the Contractor that he will furnish all labor, materials if applicable, tools, transportation, and supplies required for all or any part of the work to make each item complete in accordance with the spirit of the contract. It is understood that the apparent silence of the specifications as to any detail, or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best general practice is to prevail, and that only materials and workmanship of the best quality are to be used.

For the purpose of design and the preparation of the Engineer's estimate, the City may perform a reasonable amount of exploratory work to gain information relative to surface and subsurface conditions relating to types of soil, moisture content and types and extent of rock strata.

This information, when shown on the plan, represents to the best of the City's knowledge, conditions as of the date the survey was made. The appearance of this information on the plan

SECTION 1: GENERAL CONDITIONS

will not constitute a guarantee that conditions other than those indicated will not be encountered at the time of construction.

The bidder may utilize this information as he sees fit. Any bidder interested in the work is authorized to make whatever additional investigation he considers advisable.

In making such additional investigation, the bidder is directed to the Engineer for information relating to available right-of-way. If there are, at that time, any parcels of land over which the City does not have jurisdiction, right of entry must be secured by the prospective bidder from those authorized to grant such permission.

1.402 Special Work. Any conditions not covered by these standard specifications are stated in the special provisions.

1.403 Increased or Decreased Quantities of Work. The Engineer reserves the right to alter the quantities of contract items for which there are bid prices. Such increases or decreases in quantities shall be made as he considers necessary or desirable without waiving or invalidating any of the provisions of the contract; provided, that all such alterations shall be ordered in writing and that a supplemental agreement shall be executed with the Contractor for the item or items involved, when such alterations involve an increase or decrease of more than twenty percent (20%) of the total cost of the work of any group of the contract calculated from the original proposal quantities and the contract unit prices. The Contractor shall not start on any alteration requiring a supplemental agreement until the agreement setting forth an equitable adjustment of compensation, satisfactory to both parties, shall have been executed by the Engineer and the Contractor.

1.404 Changes in Work - Change Order. The City reserves the right to order the performance of work of a class not contemplated in the proposal but which may be considered necessary to complete satisfactorily the work included in the contract. All change orders must be approved in writing prior to start of work.

- a. If applicable unit prices are not contained in the Agreement or if the total net change increases or decreases the total Contract Price more than twenty (20) percent, the City shall, before ordering the Contractor to proceed with desired changes, request an itemized proposal from him covering the work involved in the change after which the procedures shall be as follows:
 1. If the proposal is acceptable, the City will prepare the change order in accordance therewith for acceptance by the Contractor.
 2. If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the City may order the Contractor to proceed with the work on a cost-plus-limited basis. A cost-plus-limited basis is defined as the net cost of the Contractor's labor, materials, and insurance plus fifteen (15) percent of said net cost to cover overhead and profit, the total cost not to exceed a specified limit.
- b. Each change order shall include in its final form:
 1. A detailed description of the change in the work.

SECTION 1: GENERAL CONDITIONS

2. The Contractor's proposal (if any) or a conformed copy thereof.
3. A definite statement as to the resulting change in the Contract Price and any impacts on project schedule.
4. The statement that all work involved in the change shall be performed in accordance with Contract requirements except as modified by the change order.

1.405 Removal and Disposal of Structures and Obstructions. The Contractor for bridge and culvert work shall remove any existing structure or part of structure that in any way interferes with the new construction. If specific payment for such work has not been provided in the contract, it will be paid for as extra work.

The Contractor shall remove any materials or structures found on the right-of-way which are not to remain in place or which have not been designated for use in the new construction. The removal and disposal of pipe culverts will not be paid for directly, but shall be considered as incidental work, and the cost of such removal and disposal shall be considered to be included in the contract price for other items. Pipe culverts shall be removed by methods that will cause a minimum of damage to the pipe culverts. The removal and disposal of bridges or other masonry or monolithic concrete construction will be paid for. If the contract does not contain an item for such work, it will be paid for as extra work. Whenever City of Hastings requires abandonment of old utility mains or services, the Contractor shall plug or cap all open ends.

1.406 Rights In and Use of Materials Found on the Right-of-Way. Unless stated to the contrary in the contract documents, all materials, such as stone, gravel, sand, timber, and structures or parts of structures, found on the right-of-way of the street or on land acquired for the work, are the property of the City or the City of the fee title to the land, and shall not be used or destroyed by the Contractor without special permission from the Engineer. When the Contractor is permitted to use materials found on the right-of-way, any excavations that he makes below the grade elevation shall be backfilled with other suitable materials so that the finished street will conform to the grade shown on the plans. No extra compensation will be allowed for such backfilling.

When rock excavation is encountered, any portion of rock excavation which would otherwise be deposited in waste areas and not be incorporated in the embankments may be processed and used, royalty free, by the Contractor in any other portion of the construction in which material of that quality would be acceptable. No deduction will be made from excavation quantities for rock so used.

1.407 Right-of-Way. Right-of-Way for the work will be provided without cost to the Contractor. Right-of-way will be made available to the Contractor on or before the date specified for the commencement of the work, unless a later date for the right-of-way to be made available to the Contractor is designated in the contract documents.

1.408 Railroad Crossings. Whenever the work involves construction with which railroad companies are concerned, the performance of the work is contingent upon arrangements with the railroad companies for the proposed construction. No claims will be allowed for loss or damage caused by failure to complete such arrangements. The Contractor is responsible to pay for any railroad required Contractor's fees. See Appendix C for details.

SECTION 1: GENERAL CONDITIONS

SECTION 1-5 - CONTROL OF WORK

1.501 Authority of Engineer. The Engineer will decide any questions that arise with reference to the intent of the contract documents and compliance therewith. They will resolve all questions relating to materials, work, progress, disputes and mutual rights between contractors, fulfillment of contract and compensation, in accordance with the provisions of these specifications.

1.502 Plans and Working Drawings. The approved plans will be supplemented by such working drawings as are necessary to adequately control the work. It is mutually agreed that all authorized alterations affecting the requirements and information given in the approved plans shall be in writing.

Working drawings for any structure shall consist of such detailed plans as may be required of the Contractor for the execution of the work. These are not included in the plans furnished by the Engineer. They shall include shop details, erection plans, masonry, and form work. The Engineer's prior approval of the shop details must be obtained before any fabrication work involving these plans is performed. Erection plans, masonry layout diagrams, and plans for cribs, cofferdams, false work, centering and framework, as well as any other working drawings not previously mentioned, may be required of the Contractor and shall be subject to the Engineer's approval.

1.503 Alteration of Plans or of Character of Work. The Engineer shall have the right to make alterations in plans or character of work as may be considered necessary or desirable during the progress of the work to complete satisfactorily the proposed construction. Such alterations shall not be considered as a waiver of any conditions of the contract or invalidate any of the provisions thereof.

1.504 Coordination of Plans, Specifications, Special Provisions and Supplemental Specifications. These specifications, the supplemental specifications, the plans, special provisions, and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complimentary and to describe and provide for a complete work.

1.505 Cooperation of Contractor. The Contractor will be supplied a minimum of two sets of approved plans and contract assemblies, including special provisions, one set of which the contractor shall keep available on the work at all times.

The Contractor shall give the work the constant attention necessary to facilitate the progress thereof, and shall cooperate with the Engineer and other contractors in every way possible.

The Contractor shall at all times have on the work, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications, knowledgeable in the pertinent industry codes and standards, thoroughly experienced in the type of work being performed, who shall receive instructions from the Engineer or his authorized representatives.

The superintendent shall have full authority to execute the orders or directions of the Engineer without delay, and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Such superintendent shall be furnished irrespective of the amount of work sublet.

Before starting any work under this Contract, the Contractor shall file with the City a letter signed by an officer of the company (or City, or partner, as the case may be), giving the name, address, and telephone number of the superintendent who is to represent the Contractor in all matters with prosecution of the work and who is to officially receive on behalf of the Contractor, notices or directions issued by the City or its Engineer, and act upon them as required. If, during the life of the Contract, a change in superintendents is made by the Contractor, a new letter shall be filed simultaneously with the change.

1.506 Surveys. Lines and elevations shall be established by the Engineer before the work commences, and the Contractor shall obtain lines and elevation from the points so set by the Engineer. The Contractor shall furnish all stakes necessary for lines and elevations and necessary cooperation for the Engineer in setting same.

All property pins, section corners, right of way monuments, permanent bench marks (brass caps), and all other survey monuments disturbed or removed by the Contractor shall be replaced by a licensed Surveyor at the expense of the Contractor. The Contractor shall take all necessary precaution to maintain in good condition all survey monuments.

The Contractor will insure the Engineer or his representative is present to verify the elevation of each sanitary sewer manhole set or tied into. The Contractor will also insure the Engineer or his representative is present to verify the location of all utilities (highways, railroads, drainage, etc.) uncovered, crossed, or otherwise exposed during the completion of the project. The Contractor shall keep the Engineer or his representative abreast of activities so adequate response by the Engineer or his representative can be made without unduly delaying the construction process. A 24 hour notice may be enforced if sufficient time is not allowed by the Engineer or his representative to conduct all necessary field surveys.

1.507 Authority and Duties of Inspector. The City may appoint inspectors to represent the Engineer in the inspection of all materials used in and all work done under the contract. Such inspection may extend to any part of the work and to the preparation or manufacture of the materials to be used. The Inspector will not be permitted to modify in any way the provisions of the contract documents, nor to delay the work by failing to inspect materials and work with reasonable promptness. An inspector is placed on the work to keep the Engineer informed as to its progress and the manner in which it is being done; also, to call the Contractor's attention to any infringements of the contract documents. The Inspector will not act as foreman or perform other duties for the Contractor, not improperly interfere with the management of the work. He will not be authorized to approve or accept any portion of the work. In case of dispute between the Contractor and Inspector as to quality of materials or the manner of performing the work, the Inspector shall have authority to reject materials or suspend the work until the question at issue can be decided by the Engineer. Written notice of the suspension of work will be given to the Engineer and the Contractor.

Upon the failure of Contractor or its Subcontractors to comply with any of the requirements of this Contract (but not limited to quality or safety), the City shall have the authority to stop any portion of the work affected by such failure until such failure is remedied. If the City issues a Stop Work Order, the City shall not be liable for any costs or expenses claimed by Contractor arising out of such issuance. The construction schedule shall not be delayed or extended as a result of the City's issuance of a Stop Work Order.

1.508 Inspection of Work.

- a. The Contractor shall notify the City sufficiently in advance of backfilling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the City, the Contractor shall uncover for inspection and recover such facilities, all at his own expense.
- b. The Contractor shall furnish the Engineer with every reasonable facility for ascertaining whether the work is being performed in conformance with the contract documents. At any time before acceptance of the work, upon request of the Engineer, the Contractor shall remove or uncover such portions of the finished work as the Engineer may direct. After examination has been made, the Contractor shall restore such portions of the work to the standard required by the contract documents.
- c. Should it be considered necessary or advisable by the City any time before final acceptance of the entire work to make an examination of work already completed by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor and material. If such work is found to be defective in any important respect, due to fault of the Contractor or his Subcontractors, the Contractor shall defray all expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus fifteen (15) percent of such costs to cover superintendent's, general expenses and profit, shall be allowed the Contractor and he shall in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

1.509 Removal of Defective Work. Any defective work shall be removed and replaced at the Contractor's expense. Should the Contractor fail or refuse to remove defective work when so ordered by the Engineer, the Engineer shall have authority to order the Contractor to suspend further operations, and may withhold payment on estimates until such defective work has been removed and replaced in accordance with the plans and specifications. Continued failure or refusal on the part of the Contractor to correct defective work promptly shall be sufficient cause for the City to declare the contract in default, and to proceed to have the work completed in accordance with Article 1.808.

1.510 Final Inspection. Upon written notification by the Contractor or his authorized representative that the work is completed, the Engineer shall make a final inspection within 10 days of the completion of all work included in the contract. If the work is found not to be in accordance with the contract documents, the Engineer shall provide the Contractor with a "Punch List" of the particular defects to be remedied.

Once the Engineer and Contractor determines the work is completed a written Notice by the Engineer shall be given to the Contractor within 10 days of the completion of all work items.

1.511 Review By City. The City, its authorized representatives and agents shall at all time have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however, that all instructions and approval with respect to the work will be given to the Contractor only by the City through its authorized representatives or agents.

1.512 Quality Control. The contractor shall make every effort to provide control of the workmanship of the project. This shall include but not be limited to the following construction practices.

1. Concrete surfaces of sidewalks, paving, slab on grade and other related concrete work shall be smooth and constructed to the elevations as shown on the plans or as directed by the Engineer. An acceptable construction tolerance shall be agreed upon before work is to begin. The Contractor shall notify the Engineer 72 hours before any work is to begin which will involve concrete finishing.
2. Lines and grades of all pipes, conduits, casing, grading, etc. shall be constructed according to the plans or as directed by the Engineer. An acceptable construction tolerance shall be agreed upon before any pipeline, conduit installation, casing installation, or grading begins.

SECTION 1-6 - CONTROL OF MATERIALS.

1.601 Source of Supply and Quality Requirements. The materials used on the work shall meet all quality requirements of the contract. In order to expedite the inspection and testing of materials, the Contractor shall notify the Engineer of his proposed sources of materials prior to delivery. At the option of the Engineer, approval of the source or approval of materials at the source prior to delivery may be required. If it is found after trial that sources of supply for previously approved materials do not produce specified products or when conditions are such that the use of unfit materials cannot be prevented except by extraordinary inspection methods, the Contractor shall furnish materials from other sources. Before delivery is started and at any time during the process of preparation and use, the materials shall be subject to the approval of the Engineer.

All materials supplied shall be new and undamaged.

1.602 Storage of Materials. The Contractor shall be responsible for the care and storage of materials delivered on the work or purchased for use thereon. Any material that has been delivered on the work and has become damaged before actual incorporation in the work may be rejected by the Engineer even though it may previously have been accepted. Stored materials shall be so located as to facilitate thorough inspection.

1.603 Unacceptable Materials. All materials not conforming to the requirements of the specifications at the time they are to be used shall be considered as unacceptable and all such materials will be rejected and shall be removed immediately from the site of the work unless otherwise instructed by the Engineer. No rejected material, the defects of which have been corrected, shall be used until approval has been given.

1.604 Guarantee. Not Applicable

1.605 "Or Equal" Clause. Whenever, in any section of the contract documents, plans or specifications, any article, materials, or equipment is defined by describing a proprietary product or by using the name of a manufacturer or vendor, the term "or approval equal", if not inserted, shall be implied. The specified article, material, or equipment mentioned shall be understood as indicating the type, function, minimum standard or design, efficiency and quality desired, and shall not be construed in such a manner as to exclude manufacturer's products of comparable

quality, design and efficiency. The Engineer shall determine the acceptability of articles, materials or equipment proposed as equals.

1.606 Shop Drawings. The Contractor shall submit for review and approval all shop drawings as indicated in these specifications before the beginning of construction. Failure to submit shop drawings shall suspend payment of any materials delivered or installed. This includes delivery of materials in storage. These requirements will be strictly enforced.

SECTION 1-7 - LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

1.701 Laws to be Observed. The Contractor shall keep himself fully informed of, and at all times, shall observe and comply with all federal and state laws, all local bylaws, ordinances, and regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall protect and indemnify the City and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees. It shall be the responsibility of the Contractor to provide all safeguards, safety devices and protective equipment and to take any other needed actions as are reasonably necessary to protect the life and health of employees on the project.

Work Eligibility Status. As required under Nebraska LB 403 for any contract entered into after October 1, 2009 the Contractor must register and use a federal immigration verification system, such as the E-Verify Program or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

1.702 Fair Labor Standards. The Contractor agrees to comply with all current applicable State, Federal, and City fair labor standards in the execution of the contract.

1.703 Permits. The Contractor shall procure and pay for all permits, licenses and bonds necessary for the execution of his work and/or required for municipal, state and federal regulations and laws.

1.704 Restoration of Surfaces Opened by Permit. Upon the presentation of a duly authorized and satisfactory permit from the City, which provides that all necessary repair work will be paid for by the party to whom such permit is issued, the Engineer may authorize the Contractor to allow parties bearing such permits to make openings in the street. The Contractor shall make in an acceptable manner all necessary repairs due to such openings, and such necessary work ordered by the Engineer shall be paid for as provided in these specifications.

1.705 Safety, Health and Sanitation. In the performance of his contract, the Contractor shall comply with all applicable federal, state and local laws governing safety, health and sanitation.

- a. The Contractor shall exercise proper precaution at all time for the protection of persons and property and shall be responsible for all damages to persons or property either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes and OSHA shall be observed, and the

Contractor shall take or cause to be taken such additional safety and health measures as the City may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction," published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws. The Contractor shall comply with the latest edition of Part VI of the Manual on Uniform Traffic Control Devices. The Contractor shall install plastic fence on open holes when directed by the Inspector. The Contractor shall wear hard hats and safety glasses at all times on the construction site.

- b. The Contractor shall maintain an accurate record all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the City with reports concerning these matters.
- c. The Contractor shall indemnify and hold harmless the City and the Engineer and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense 1) is attributed to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and 2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the City or the Engineer or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph "c" shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workmen's Compensation acts, disability benefit acts or employee benefit acts.

The obligation of the Contractor under this paragraph "c" shall not extend to the liability of the Engineer, his agents or employees arising out of 1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or 2) the giving of or failure to give directions or instructions by the Engineer, his agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

The Contractor shall immediately correct any unsafe conditions identified by the City. In the event the Contractor fails to immediately correct such unsafe conditions, the City may either have the unsafe conditions corrected by others at the Contractor's expense, or direct that the work be stopped in the area of the unsafe condition; however, this right to stop/suspend the work shall not give rise to any duty on the part of the City to exercise this right.

The Contractor waives the right to bring claim for damages against the City or Engineer for the correction of unsafe conditions or work stoppages in connection with the Contractor's Safety,

Health, and Accident Prevention Program or such program of another contractor. If such a claim against the City or Engineer is brought by a third party, the Contractor shall indemnify and defend the City or Engineer against such claim. The Contractor shall submit to City of Hastings a current copy of the company safety manual before starting work.

1.706 Claims for Labor and Materials. The Contractor shall indemnify and save harmless the City from all claims for labor and materials furnished under this contract. When requested by the City, the Contractor shall submit satisfactory evidence that all persons, items, or corporation who have done work or furnished materials under this contract, for which the City may have become liable under the laws of the State, have been fully paid or satisfactorily secured. In case such evidence is not furnished or is not satisfactory, an amount will be retained from money due the Contractor which, in addition to any other sums that may be retained, will be sufficient, in the opinion of the City, to meet all claims of the persons, firms, and corporations as aforesaid. Such sum shall be retained until the liabilities as aforesaid are fully discharged or satisfactorily secured.

1.707 Contractor's Insurance Coverage. The Contractor shall not commence work under this Contract until Contractor has obtained all the insurance required under this article. Furthermore, the Contractor shall not allow any sub-contractor to commence work under this Contract until the sub-contractor has obtained the same insurance as is required of the Contractor. The sub-contractor alone shall be responsible for the sufficiency of its own insurance program.

Certificates of Insurance. Certificates of Insurance acceptable to the City shall be filed with the City prior to commencement of the work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled, or materially altered, until at least 30 days prior written notice has been given to the City. All insurance carried shall conform to the relevant provisions of the respective Project Documents and be with insurance companies which are rated "A, X" or better by Best's Insurance Guide, or other insurance companies of recognized responsibility satisfactory to the City.

Additional Insureds. Insurance coverages furnished under this Contract, with the exception of Workers' Compensation and Employer's Liability, shall include the City of Hastings and their partners, directors, officers, agents, and employees as Additional Insureds on a primary and noncontributory basis, and shall include Products and completed operations with respect to the activities of the Contractor and shall be maintained for the full duration of the project including for a period after completion to include the statute of repose.

Notwithstanding any other provision of these policies, the insurance afforded shall apply separately to each insured, with respect to any claim, suit, or judgment made or brought by or for any other insured, as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount or amounts for which the insurer would have been liable had only one insured been named.

The City shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies.

Waiver Of Subrogation. The Contractor and their sub-contractor shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City their partners, directors, officers, agents, and employees.

Workers' Compensation And Employer's Liability Insurance. The Contractor shall procure, and shall maintain during the life of this Contract, Workers' Compensation Insurance as required by workers' compensation laws of the State of Nebraska and also of the state in which the sub-contractor is domiciled.

The Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workers' compensation law. The Employer's Liability Insurance shall contain the following limits of liability:

Bodily Injury by Accident	\$500,000 each accident
Bodily Injury by Disease	\$500,000 each employee
Bodily Injury by Disease	\$500,000 policy limit

General Liability Insurance. This insurance shall be written per project on an “occurrence” policy form, including coverage for premises/operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractor’s and personal injury, with no exclusions for explosion, sudden and accidental pollution or an absolute or total pollution exclusion, collapse and underground perils. The commercial general liability policy shall also include a severability of interest clause and a cross liability clause in the event more than one entity is “named insured” under the liability policy. If applicable, this policy shall also be endorsed to include railroad protective with limits no less than replacement cost of the value of any real property covered under any rail agreement entered into by the City. If work is being done near a railroad track, the 50’ railroad right of way exclusion must be deleted.

Limits of Insurance shall be as follows:

Each Occurrence Limit	\$1,000,000
Products/Completed Operations	\$2,000,000
General Aggregate Limit	\$2,000,000
Personal and Advertising Injury	\$1,000,000

Pollution Liability – (If Applicable).

Limits of at least: \$1,000,000 per occurrence; \$1,000,000 aggregate

If Contractor or its Sub-subcontractor's work includes but not limited to remediating, handling, processing or disposing of hazardous material including but not limited to asbestos containing materials, silica, lead, PCBs, contaminated soil, etc, coverage shall be provided for bodily injury, property damage and clean-up costs resulting for pollution conditions.

Riggers Liability – (If applicable). Should work involve the moving, lifting, lowering, rigging or hoisting of property or equipment Contractor shall carry Rigger’s Liability Insurance to insure against physical loss or damage to the property or equipment on a Replacement Cost Basis

Automobile Liability Insurance. This insurance shall be written under a Business Auto Policy and shall protect the Contractor and Additional Insureds against claims arising from injuries to members of the public or damage to property of others arising from the use of automobiles whether such automobiles are owned, non-owned, or hired. Automobile insurance shall include Motor Carrier Endorsement Act MCS 90 and transportation pollution coverage if applicable. If work is being done near a railroad track, the 50' railroad right of way exclusion must be deleted.

Limit of Liability	\$1,000,000 each accident

Umbrella Liability Policy. This insurance shall protect the Contractor and the Additional Insureds against all claims in excess of the limits provided under the employer's liability, automobile liability, and general liability policies. The liability limits of the umbrella liability policy shall be not less than \$5,000,000 per occurrence. This policy shall be an "occurrence" type policy. However, City reserves the right to require higher limits with respect to each project.

Professional Liability (Applicable for contractors providing or is responsible for providing design/engineering/surveying services/or consulting services):

Limits of at least: \$1,000,000 per occurrence; \$1,000,000 aggregate

Policy shall provide for a retroactive date prior to the starting date of services for which this agreement applies. Policy shall not exclude bodily injury, property damage, or pollution liability. Coverage shall remain in force for a minimum of 3 years following substantial completion of construction through either policy renewal or the purchase of an Extended Reporting Provision. Contractor agrees to waive its rights of recovery. Subcontractor's insurer shall endorse the policy to waive subrogation against Owner and their respective agents, officers, directors and employees.

Transportation Insurance. Contractor shall purchase inland marine coverage at the expense of Contractor on all equipment and materials, where City has an insurable interest. Insurance shall protect for Contractor and City from physical loss of equipment while loading, unloading, in transit to jobsite, and until equipment or materials have been installed or received by City.

Proof of Carriage of Insurance. Satisfactory certificates of insurance shall be filed with the City prior to starting any construction work on this contract. The certificates shall state that thirty (30) days written notice shall be given to the City before any policy covered thereby is changed or canceled.

Indemnification. To the fullest extent permitted by laws and regulations, the Contractor shall defend, indemnify, and hold harmless the City, their officers, directors, partners, consultants, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work by the Contractor, any sub-contractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a

party indemnified hereunder or arises by or is imposed by law and regulations regardless of the negligence of any such party.

In any and all claims against the City, or of any of their officers, directors, partners, consultants, agents, or employees by any employee of the Contractor, any sub-contractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any such sub-contractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the City, the Contractor, or any of their sub-contractors.

Property Insurance A.K.A. Builder's Risk. Unless otherwise provided, the CONTRACTOR shall purchase and maintain property insurance, a.k.a. builder's risk insurance, on the building construction project in amount thereto for entire work at site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in contract documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final acceptance of work by OWNERS. Insurance shall include interests of OWNERS, CONTRACTOR, SUBCONTRACTOR, and sub-subcontractors in work. This property insurance covering work will have deductible for each occurrence, which will be responsibility of CONTRACTOR.

Before an exposure to loss may occur, the CONTRACTOR will provide a copy of the property insurance policy or evidence of property insurance, upon request that includes all property insurance coverages. The CONTRACTOR will not cancel or allow such policy to expire without written notice to the other.

Waivers of Subrogation: OWNER and CONTRACTOR and all SUBCONTRACTORS waive all rights against

(1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) OWNER'S or CONTRACTOR'S consultants, separate contractors, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils to extent covered by property insurance obtained, or other property insurance applicable to work, except such rights as they have to proceeds of such insurance held by OWNER and/or CONTRACTOR as fiduciary. OWNER and/or CONTRACTOR, as appropriate, shall require of OWNER'S and/or CONTRACTOR'S consultants, separate contractors, if any, and subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. Policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay insurance premium directly or indirectly and whether or not person or entity had an insurable interest in property damaged.

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

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

In the event of interruption to water or utility services as a result of accidental breakage, or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority. He shall cooperate with the said authority in the restoration of service as promptly as possible.

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

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

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

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

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

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

1.709 No Waiver of Legal Rights. The City shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment therefore, from showing the true amount and character of the work performed and materials furnished by the Contractor, nor from showing that any such measurement, estimate, or certificate is

untrue or is incorrectly made, nor that the work or materials do not, in fact, conform to the contract. The City shall not be precluded or estopped, notwithstanding any such measurement, estimate or certificate and payment in accordance therewith, from recovering from the Contractor or his sureties, or both, such damage as it may sustain by reason of his failure to comply with the terms of the contract. Neither the acceptance by the City, nor any representative of the City, nor any payment for or acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the City, shall operate as a waiver of any portion of the contract or of any power herein reserved, or of any right to damages. A waiver of any breach of the contract shall not be held to be a waiver of any other or subsequent breach.

1.710 Warranty of Title. No material, supplies or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed, or placed thereon, by him to the City free from any claims, liens or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance thereon.

Nothing contained in this paragraph, however, shall defect or impair the right of persons furnishing materials or labor under any law permitting such persons to look to funds due the Contractor in the hands of the City. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

1.711 Jurisdiction. Any action in court against the Contractor or sureties on his bond, because of damages to property or individual by said Contractor, or his workmen, or because of the violation of any provision of the specifications, or on account of the failure of the Contractor to fully comply with this provision, shall be brought in the District Court of the State of Nebraska in and for Adams County.

1.712 Care of Work.

- a. The Contractor shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the City.
- b. The Contractor shall provide sufficient competent watchmen, both day and night, including Saturdays, Sundays, and holidays, from the time the work is commenced until final completion and acceptance.
- c. In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the City, is authorized to act at his discretion to prevent such threatened loss or injury and he shall so act. He shall likewise act if instructed to do so by the City. Any compensation

claimed by the Contractor on account of such emergency work will be determined by the City as provided in Section 1.404 hereof.

- d. The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.
- e. The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or connected with the demolition and/or site clearance of the work embraced in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property City, public & private utility companies, or other party before the commencement of any work. The Contractor shall indemnify and save harmless the City from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and from all damages for which the City may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

SECTION 1-8 - EXECUTION AND PROGRESS

1.801 Subletting or Assigning or Contract. The Contractor will not be permitted to sublet, assign, sell, transfer or otherwise dispose of the contract or any portion thereof, or his right, title, or interest therein; or to either legally or equitably assign any of the money payable under his contract, or his claim thereto, without the written consent of his surety and the Engineer. The Contractor will not be relieved of any responsibility through any of the above actions.

- a. The Contractor shall be as fully responsible to the City for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- b. Nothing contained in the Contract shall create any contractual relation between any subcontractors and the City.

1.802 Execution of Work. The proposal for each project will show the project period. The progress of the work shall be at a rate sufficient to complete the project within the project period. If it appears that the rate of progress is such that the project will not be completed within the project period, or if the work is not being executed in a satisfactory and workmanlike manner, the City may order the Contractor to take such steps as it considers necessary to complete the project within the period of time specified, or execute the work in a satisfactory manner.

1.803 Limitation of Operations. The Contractor shall conduct the work at all times in such a manner and in such sequence as will insure the least interference with traffic. He shall have due regard to the location of detours and to the provisions for handling traffic. He shall not open up work to the prejudice of work already started, and the Engineer may require the Contractor to finish a section on which work is in progress before work is started on any additional section. The Contractor shall so conduct his operations and maintain the work in such condition that adequate drainage shall be in effect at all times.

1.804 Methods and Equipment. The methods, equipment and appliances used shall produce a satisfactory quality of work, and shall be adequate to maintain the schedule of progress specified. Equipment used on any portion of the project shall be such that no injury to the roadway, adjacent property, or other streets will result from its use.

When the methods and equipment to be used by the Contractor in accomplishing the construction are not prescribed in the contract, the Contractor is free to use any methods or equipment that he demonstrates, to the satisfaction of the Engineer, will accomplish the contract work in conformity with the requirements of the contract.

1.805 Temporary Suspension of Work. Work shall be suspended wholly or in part when, in the opinion of the Engineer, weather or other conditions are unfavorable to its satisfactory prosecution. Work shall also be suspended at the direction of the Engineer pending settlement or disputes arising out of failure of the Contractor to comply with the provisions of the contract. Written notice of suspension of work shall be given by the Engineer. When the conditions causing suspension no longer exist, such written notice shall be given to the Contractor by the Engineer. Promptly after such written notice, the Contractor shall resume prosecution of the work as provided in Article 1.802.

1.806 Liquidated Damages. Time is an essential element of the contract, and it is important that the work be pressed vigorously to completion. Liquidated damages may occur based on exceeding the number of flagging days payable by the City or by exceeding the completion date.

For each flagging day in excess of 20 days, **\$1,500** per flagging day specified in the proposal form will be assessed, not as a penalty but as predetermined and agreed liquidated damages. The City and Contractor specifically agree that the per flagging day amount to be assessed as liquidated damages is fair and reasonable and not excessive. The parties further agree that said per flagging day amount accurately reflect the anticipated loss and inconvenience to the public and lost revenue to or use by the City due to the project not being completed by the end of the project period or the end of the contract completion date. The City will prepare and forward to the Contractor an invoice for such liquidated damages. The final payment will be withheld by the City until the invoice is paid by the Contractor.

For each working day that any work shall remain uncompleted at the end of the contract completion date, **\$500** per working day specified in the proposal form will be assessed, not as a penalty but as predetermined and agreed liquidated damages. The City and Contractor specifically agree that the per working day amount to be assessed as liquidated damages is fair and reasonable and not excessive. The parties further agree that said per working day amount accurately reflect the anticipated loss and inconvenience to the public and lost revenue to or use by the City due to the project not being completed by the end of the project period or the end of the contract completion date. The City will prepare and forward to the Contractor an invoice for such liquidated damages. The final payment will be withheld by the City until the invoice is paid by the Contractor.

Due account shall be taken of any adjustment of the project period or the contract completion date granted under Article 1.807.

The assessment of liquidated damages for failure to complete the work either within the contract completion date shall not constitute a waiver of the City's right to collect for any additional damages which the City may sustain by failure of the Contractor to carry out the terms of its contract.

1.807 Extension of Project Period or Contract Completion Date. An extension of the project period or contract completion date may be granted only in writing by the City for any of the following reasons:

1. Additional work resulting from a modification of the plans for the project.
2. Delays caused by the City.
3. Other reasons beyond the control of the Contractor, which in the City's judgment would justify such extension.

No extension of project period or contract completion date will be allowed for variations between contract quantities and actual quantities which cannot be predetermined and which amount to less than twenty percent (20%) of the contract quantities unless approved by the Engineer.

1.808 Abrogation. If the Contractor abandons the work under this contract, sublets it or assigns it without the consent of the city, or if he fails to give his personal attention to it, or if it is the Engineer's opinion that he has unnecessarily or unreasonably delays or neglected the work or any part of it, written notice to that effect is to be given to the Contractor by the Engineer. After such notice, no materials or equipment shall be removed from the work. If, within five (5) days thereafter, the Contractor does not take steps which, in the judgment of the Engineer, will insure the satisfactory completion of the work, then the City may declare this contract null and void and the security forfeited and may notify the Contractor in written to discontinue the work or any part of it; thereupon ceases the Contractor's right or possession of the ground and of all materials and equipment thereon. The City then, at its option, may enter upon and take possession of the work with all material, supplies, and equipment remaining thereon and by contract or otherwise, as the City may determine, may complete the work or the part of it designated, and charge the expense thereof to the Contractor using any materials or equipment found on the site. The expense so charged, together with all damages incurred, will be deducted from any funds due to become due under this contract, and should the unexpended balance of these funds be insufficient, the excess shall be at the cost of the Contractor and the sureties on the Contractor's bond. Neither completion of a part of the work nor the extension for any reason of the time of the completion of the work is to be considered a waiver of this right to abrogate the contract for abandonment, delay or unsatisfactory work.

1.809 Termination of Contractor's Responsibility. The contract shall be considered completed when the work has been accepted in writing by the City. Such acceptance shall release the Contractor from all further obligation with respect thereto, except as to conditions and requirements set forth in his bond.

1.810 Assignment or Novation. The Contractor shall not assign or transfer, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the City, provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the City. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior

lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms or corporations rendering such labor or services or supplying such materials, tools, or equipment.

1.811 Disputes.

- a. All disputes arising under this Contract or its interpretation, whether involving law or fact or both, or extra work, and all claims for alleged breach of Contract shall within ten (10) days of commencement of the dispute be presented by the Contractor to the City for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the City of notice thereof.
- b. The Contractor shall submit in detail his claim and his proof thereof. Each decision by the governing body of the City will be in writing and will be mailed to the Contractor by registered or certified mail, return receipt requested, directed to his last known address.
- c. If the Contractor does not agree with any decision of the City, he shall in no case allow the dispute to delay the work but shall notify the City promptly that he is proceeding with the work under protest and he may then accept the matter in question from the final release.

SECTION 1-9 - MEASUREMENT AND PAYMENT

1.901 Payments. The City, at its discretion, may include in such monthly estimates payments for materials that will eventually be incorporated in the project, provided that such materials are suitably stored on the site of the project at the time of preparing estimates for payment. Such payment is to be based upon the estimated value thereof as ascertained by the Engineer. Such material when so paid for by the City shall not be removed from the project without consent of the City and, in case of default on the part of the Contractor, the City may use or cause to be used by others these materials in construction of the project.

The City will retain ten percent (10%) of the total contract amount for all work completed for the first 50% of the total project costs including change orders. The City shall fix the held retainage received once the project is 50% complete unless subsequent change orders increase the value of the project.

Payment of the retainage will be made within forty (45) days after project is substantially complete, provided the Contractor submits a Letter of Credit for 125% of the uncompleted work.

Substantial completion will include water mains passing biological testing and placed into service. Sewer mains shall pass pressure testing and be televised with receipt of the inspection report.

The bid proposal price sheets include any and all work for each project. Any requirement shown in the drawings, but not listed separately in the proposal price sheets, are considered subsidiary to the work. This includes but is not limited to abandonments of existing utilities and any potholing required for utility locates prior to boring.

1.902 Payments Withheld. The City may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate to such extent as may be necessary to protect itself from loss on account of:

1. Defective work not remedied.
2. Claims filed or reasonable evidence indicating probable filing of claims.
3. Failure of the Contractor to make payments properly to subcontractors for material or labor.
4. A reasonable doubt that the contract can be completed for the balance then unpaid.
5. Damage to another Contractor.
6. Damage to public or private property.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

1.903 Acceptance, Final Payment, and Release of Liability. If final inspection reveals that all details of the work have been completed to his satisfaction, the Engineer shall tentatively accept the work, in writing, relieving the Contractor of further responsibility for the care and maintenance of the completed work and, provided that all equipment and materials have been removed from the right-of-way, shall also relieve the Contractor of further public liability. As soon as possible after tentative acceptance of the work, the Engineer shall measure the completed work and compute the quantities of work for which payment is to be made. Before final settlement is made, the City shall be satisfied with the completed work. When the Engineer is satisfied that all items of the work have been found to be consistent with the terms of the contract and specifications, a final estimate, including the retained percentage due the Contractor, shall be released for payment. Release of the final estimate shall constitute formal acceptance of the work.. Acceptance by the Contractor of the final payment shall constitute release of the City and each of its officers and agents from any additional claim or liability hereunder for any act or negligence of the City or of any other person.

All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

1.904 Payment for Extra Work. The Contractor will receive and accept payment for work performed under this contract as follows:

- a. Work Performed as Stipulated in the Contract. For all items of work performed which are covered by definite unit prices or lump sum amounts specified in the contract, the Contractor shall receive and accept compensation at the rate specified in the contract.
- b. Extra Work. Extra work ordered by the Engineer, of a quality or class not covered by the contract, will be paid for at an agreed price. For extra work ordered by the Engineer and performed on an agreed price basis, the Engineer and the Contractor shall enter into a written agreement before such work is undertaken. This agreement shall describe the extra work that is to be done and shall specify the agreed price or prices therefore.

END OF SECTION

SECTION 2 SPECIAL PROVISIONS

SECTION 2-0 - GENERAL

2.001 General Provisions. The general conditions are general in scope and may refer to conditions not encountered on the work covered by this contract. Any provisions of the General Provisions which pertains to a nonexistent condition and is not applicable to the work to be performed hereunder, or which conflicts with any provision of the Special Provisions shall have no meaning to the contract and shall be disregarded.

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

2.003 Maintenance of Traffic. The Contractor shall conduct his work so as to interfere as little as possible with public travel, whether vehicular or pedestrian. Whenever it is necessary to cross, obstruct or close roads, driveways and walks, whether public or private, the Contractor shall, at his own expense, provide and maintain suitable and safe bridges, detours, or other temporary expedients for the accommodation of public and private travel, and shall give reasonable notice to owners of private drives before interfering with them. Such maintenance of travel will not be required when the Contractor has obtained permission from the owner or tenant of private property, or from the authority having jurisdiction over public property involved, to obstruct traffic at the designed area.

2.004 Provisions for Traffic Control and/or Barricading. The Contractor shall provide barricades and maintain a means of traffic control applicable to work site conditions. The means of traffic control and barricade(s) type(s) shall be approved by City of Hastings inspector and by appropriate agency on which work is occurring, being either or combination of city, county, or state right-of-way.

The Contractor shall provide all approved barricades with lights and furnish flagmen as required. Contractor shall provide daily maintenance on all barricades, flashers, etc., during course of construction. A person will be designated by Contractor that is in their employment to be responsible for daily maintenance and shall be available 24 hours a day, seven days a week and will have a telephone number given to City of Hastings and appropriate governing agency on whose right-of-way project is taking place.

2.005 Street Closing. In the event it is deemed necessary for the Contractor to close any streets during the execution of his work, the Contractor shall notify the owner of such street closing 48 hours in advance, prior to any street closing due to open cut street crossing, and shall notify all vital departments to include police, fire, ambulance, sheriff, street, and engineering Departments.

2.006 Dust Control. The Contractor shall be required to keep dusty conditions, caused by his operations, from being a source of complaint by adjacent property owners by watering down his haul routes or by other methods approved by the Engineer.

2.007 Removal of Trees, Hedges, Shrubs, and/or Fences. The Contractor shall sufficiently plan ahead to notify property owner(s) of any obstacles in the way of proposed construction that will have to be removed prior to construction by property owners if they desire to save such.

Clearing and removal of items will be shown on plans and completed by Contractor. The payment for removal of said items will be on proposal sheet, however, any tree with a diameter of 6" or less, all shrubs and bushes will be considered subsidiary to work and no additional compensation will be paid. The Contractor shall not remove any trees in the project area without prior approval of City of Hastings.

The Contractor will be required to reimburse the public for any damage to trees which is not authorized by City of Hastings.

2.008 Shutdown, Valve Operation. Shutdowns will be made only by City of Hastings Utilities Department personnel. In the event that an emergency condition warrants, the Contractor shall take direct action to make shutdown but must notify City of Hastings Utilities Department immediately and remain on worksite to demonstrate what has taken place to City of Hastings Utilities Department personnel.

All shutdowns, unless emergency, will be scheduled in advance and shall be the responsibility of the Contractor to notify residences and/or businesses effected and give estimated time of return of service.

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

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

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

2.012 Concrete Mix Type.

The concrete mix for P.C.C. Pavement, driveways and structural concrete shall be State of Nebraska 47B as specified in Section 1002 of the 2017 State of Nebraska specifications.

The concrete mix for sidewalks shall be State of Nebraska Type BX as specified in Section 1002 of the 2017 State of Nebraska Specifications.

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

ENGLISH
Table 1002.02

Class of Concrete (1)	Base Cement Type	Total Cementitious Materials Min. lb/cy	Total Aggregate	
			Min. lb/cy	Max. lb/cy
47B**	IP/IT*	564	2850	3150
47B***		564	2850	3150
47BD		658	2500	3000
47B-HE		752	2500	3000
BX ₍₄₎		564	2850	3150
47B-OL****		564	2850	3200
PR1	I/II	752	2500	2950
PR3	III	799	2500	2950
SF ₍₅₎	I/II	589	2850	3200

Table 1002.02 (Continued)

Class of Concrete (1)	Air Content % Min.- Max. (2)	Ledge Rock (%)	Water/ Cement Ratio Max. (3)	Required Strength Min. psi
47B**	6.5 -9.0	-	0.45	3500
47B***	6.0 - 8.5	-	0.45	3500
47BD	6.0 - 8.5	30+3	0.42	4000
47B-HE	6.0 - 8.5	30±3	0.40	3500
BX ₍₄₎	6.0 - 8.5	-	0.45	3500
47B-OL****	5.0-7.0	30±3	0.36	4000
PR1	6.0 - 8.5	30±3	0.36	3500
PR3	6.0 - 8.5	30±3	0.45	3500
SF ₍₅₎	6.0 - 8.5	50±3	0.36	4000

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

2.014 Working Hours. Normal working hours will be considered to be from 8:00 a.m. to 5:00 p.m., Monday through Friday (holidays excepted: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, Friday after Thanksgiving, ½ day Christmas Eve, and Christmas Day). Any Contractor desiring other working hours must take exception to specifications for consideration by City of Hastings. Any exception must be approved or negotiated to mutual acceptance by Contractor and City of Hastings, final acceptance will be granted in writing.

2.015 Removal and Replacement of Property Stakes. If it is necessary to remove any property corners or markers during construction operations, the Contractor shall notify the Engineer so that the Engineer can establish reference ties. Any markers removed without notice

to the Engineer shall be replaced at the Contractor's expense in accordance with the proper land surveying techniques.

2.016 Removal of Existing Materials. Contractor shall remove all called for materials with care as not to ruin or damage material for further use. Any material required to be removed for reuse and has been damaged by careless and negligent action on part of Contractor, shall constitute cause for replacement or payment by Contractor. Inspection of said material for reuse shall be made at sole discretion of City of Hastings inspector. Any gas services which are removed by Contractor shall be foamed shut by Contractor.

2.017 Existing Sprinkler Systems. Contractor shall be responsible for the repair of existing lawn sprinkler systems disturbed by the construction of utilities. The property owner shall be responsible to show, if possible, the location of the underground line and size as well as sprinkler head location. Temporary plugging of line may be incurred by Contractor to keep certain areas operational of sprinkler system. Where sprinklers systems are listed as bid items, they shall be replaced in like kind, including all connectors. All sprinkler lines that will be disturbed during construction, shall be cut and protected prior to installation of new water main.

2.018 Appearance of Construction Area and Storage Site. Contractor will be required to keep the construction area in a neat and orderly fashion that would be considered reasonable in regard to work being completed.

Where sidewalks, driveways, etc., exist, Contractor shall keep them free from debris and will be swept off at the end of the construction day. Storage site will be kept in a neat and orderly manner.

No dirt will be allowed to be piled in the street overnight. Dirt piles on the terrace (or alternate locations) must meet all storm water management requirements.

Where Contractor will have a storage site for materials, equipment, etc., on property owned by City, it shall be kept in a neat and orderly manner, free from debris, accumulation of unused materials, etc. Any area used for storage, etc., shall be properly served from the public by temporary fencing if not within a fenced area.

Debris from job site must be removed same day as taken from street, yard, etc. Piling up of these materials, (i.e., concrete, brush, trees, tree limbs) will not be allowed on site.

2.019 Construction Progress Meetings. Construction progress meetings will be held at a predetermined time each week, time to be chosen at the preconstruction conference. City of Hastings will have in attendance Director of Engineering and Project Engineer and Inspector. Contractor shall have Project Superintendent and job foreman present.

2.020 Final Cleaning Up. Upon completion of the work and before acceptance and final payment, the Contractor shall clean the street, borrow pits and all ground occupied by him in connection with the work of all rubbish, excess materials, false work, temporary structures, and equipment; all parts of the work shall be left in a neat and presentable condition.

2.021 Preconstruction Conference. A preconstruction conference will be held at City of Hastings offices with the contractor owner, superintendent, and job foreman prior to construction and all other city, county, state, and other necessary agencies will be notified of this meeting also.

Contractor shall submit to City a detailed construction progress schedule with major milestones prior to preconstruction meeting.

A preconstruction conference shall be arranged between the Director of Engineering and the Contractor prior to beginning construction. At this meeting the following items shall be addressed.

- a. Work by others. Coordination of work to be performed by subcontractors and other contractors performing work related to this project.
- b. Availability of land. The site and use of adjacent land shall be reviewed.
- c. Project Engineer. The project engineer will be assigned by the Director of Engineering. The Contractor shall designate a construction foreman that will be responsible for communication with the project engineer.
- d. Change orders. Procedures for implementing change orders shall be reviewed.
- e. Tests and inspection. As described within these documents the Contractor shall perform all necessary tests and inspections. Any documented results shall be submitted to the project engineer. At all times the project engineer shall be allowed to inspect the work being performed.
- f. Safety and protection. The Contractor shall be responsible for all safety and necessary protection of all persons in attendance of the project site. The project engineer and other observers shall adhere to all safety precautions deemed necessary by the Contractor.
- g. Final inspection and payment. Final inspection shall be performed by the Director of Engineering and his representatives. When all aspects of this project, as described within these documents have been met, the Contractor may submit for final payment.
- h. Site security. The contractor shall erect a construction barrier around the project site. The barrier shall consists of a temporary fence with appropriate warning signs.
- i. Shop drawings, submittals. The required list of submittals shall be reviewed.
- j. Pipe Cleaning Video: When the project involves water main installation, at the end of the preconstruction conference, an AWWA instructional video on the proper cleaning and installation of water mains shall be watched by the Contractor (Owner); the Contractor's Project Foreman; Project Inspector (HU); Water Department Superintendent (HU); and one representative of HU Engineering. At the end of the video, the participants shall review the requirements for pipe installation and cleaning as noted in the specifications and on the drawings.

2.022 Customer Relations. Contractor shall exert all reasonable efforts to maintain good will for the benefit of City of Hastings with the landowners tenants, and lessees along the right-of-

way and with the general public. The Contractor will not be allowed to start construction until he has adequate manpower and material to allow the job to progress smoothly and be complete in a reasonable amount of time. City of Hastings will have the authority to remove workers from the job site who exhibit horseplay and foul language to the public.

2.023 Operations of the Contractor. The Contractor shall confine his operations exclusively to easements and public right-of-way. If the Contractor desires to operate equipment or store materials on private property that does not have a utility easement, he must obtain permission from the property owner. Prior to release of the payment retention by City of Hastings, the Contractor must restore the private property to original condition. If the landowner is not satisfied with the restoration, City of Hastings will continue to hold the appropriate retention.

The quantities for seeding and sodding in the proposal include only easements and right-of-way. Any seeding and sodding required to restore areas where the Contractor has operated on private property without easements will be the responsibility of the Contractor.

TECHNICAL SPECIFICATIONS

SECTION A—CLEARING AND GRUBBING

1. **Description.** The work of clearing and grubbing shall be as described in Section 202 of the 2017 State Specifications.
2. **Construction Methods** used for clearing and grubbing shall be in conformance with Section 202.02.

SECTION B—EARTHWORK

1. **Description.** The work of performing Roadway Excavation and Embankment shall consist of that described in Section 205 of the 2017 State Specifications.
2. **Construction Methods** used shall conform to applicable portions of Sections 205.02 and 204.03. The compaction of embankments and fill shall be Class III Type C.
3. **Method of Measurement and Payment.** Unless specified in the plans or bidding documents, roadway excavation, embankment, watering, borrow or haul will not be paid for directly but shall be considered subsidiary to the bid items of the contract.

SECTION C—FOUNDATION COURSE

1. **Description.** This work shall consist of the construction of a compacted foundation course in accordance with Section 307 of the 2017 State Specifications.
2. **Subgrade** shall be prepared in accordance with Section 302, Subgrade Preparation, of the 2017 State Specifications.
3. **Materials.** All materials shall consist of that required to produce Aggregate Foundation Course (regular) as indicated in Section 307.02.
4. **Construction Methods.** Foundation Course shall be mixed, laid and compacted in accordance with Section 307.03 at locations designated on the plans or as directed by the Engineer.
5. **Measurement and Payment.**
 - (a) All materials and work required to produce, mix, lay, water and compact Foundation Course (regular) will be measured and paid for on a square yard basis and shall be considered full compensation for producing, furnishing, laying, watering and compacting and all work necessary to complete the item of work.
 - (b) Subgrade preparation shall be paid as noted on the proposal page. When not specified on the project plans the subgrade preparation shall be considered subsidiary to the bid items of the contract.

SECTION D—ASPHALTIC CONCRETE

SECTION E—PERFORMANCE GRADED BINDER & TACK COAT

SECTION F—PORTLAND CEMENT CONCRETE PAVEMENT, CURB WALL, INTEGRAL CURB, CURB AND GUTTER AND SIDEWALK, STRUCTURAL CONCRETE, REINFORCING STEEL

1. **Description.** This work shall consist of that described in Division 600 Concrete Paving; Section 704 Concrete Construction including Retaining Walls and Steps; Section 606 Concrete Curb and Gutter; Section 607 Concrete Sidewalks; and Division 700 Bridges, Culverts, Related Construction of the 2017 State Specifications.
2. **Materials.** All materials used in the performance of the items of work shall comply with Division 600 and Division 1000 for Concrete Paving (47B).
3. **Construction Methods.**
 - (a) Concrete Paving shall be mixed, placed and finished as provided in Sections 603.03.
 - (b) Concrete Retaining Walls and Steps shall be mixed, formed, placed and finished in accordance with Section 704.
 - (c) Concrete Curb and Gutter shall be mixed, placed and finished in accordance with Sections 606.01 through 606.03.
 - (d) Concrete Sidewalks and Drives shall be mixed and finished in accordance with Sections 607.01 through 607.03 and Sections 609.01 through 609.03.
 - (e) Structural Concrete for box culverts, bridges and dams shall be mixed and furnished in accordance with Section 704.
 - (f) Reinforcing Steel. Steel bars for concrete reinforcement shall conform to Section 707 of the 2017 State Standard Specifications for Highway Construction and shall be deformed, of Grade 40 or Grade 60 billet or Grade 40 or Grade 60 axle steel as shown in the plans, specifications or Special Provisions.
4. **Method of Measurement and Payment.**
 - (a) Portland Cement Pavement shall be measured in place and paid for by the square yard at the contract bid price for “P.C.C. Pavement” at the thickness shown in the proposal and on the plans. Such payment shall be considered full compensation for furnishing all materials including, but not limited to, reinforcing steel, dowel bars, joint sealer, special joints, hauling, placing, sawing, finishing and curing said concrete paving and performing all incidental work necessary to complete the item of work.
 - (b) Integral Curb shall be subsidiary to the unit contract bid price for P.C.C. concrete pavement.

- (c) Concrete Curb Wall shall be measured and paid for by the cubic yard in place at the contract bid price for “Concrete Curb Wall” through and including transitions from Concrete Curb Wall to Standard Integral Curb. Said payment will be considered full compensation for furnishing all materials and labor necessary to complete the item of work.
- (d) Concrete Curb and Gutter shall be measured and paid for by the linear foot for “Concrete Curb and Gutter”. Said payment shall be considered full compensation for furnishing all materials and labor necessary to complete the item of work.
- (e) Portland Cement Concrete Sidewalks shall be measured and paid for by the square yard at the contract bid price for “4 Inch P.C.C. Sidewalks”. Said payment shall be considered full compensation for furnishing all materials and labor necessary to complete the item of work.
- (f) Portland Cement Concrete Drives shall be measured and paid for by the square yard at the contract bid price for “6 Inch P.C.C. Drives”. Said payment will be considered full compensation for furnishing all materials and labor necessary to complete the item of work.
- (g) Structural Concrete shall be measured and paid for per cubic yard at the contract bid price. Said payment will be considered full compensation for furnishing all materials and labor necessary to complete the item of work.
- (h) Steel reinforcement shall subsidiary to the unit concrete items listed on the proposal sheet.

SECTION G—PAVEMENT, CURB AND GUTTER, SIDEWALK AND DRIVE REMOVAL

1. **Description.** This work shall consist of removing and disposing of Asphaltic Concrete Paving, Concrete Paving, Concrete Curb and Gutter and Concrete Sidewalks and Drives.
2. **Construction Methods.** Limits of paving removals for Asphaltic and Portland Cement Concrete Paving including Curb and Gutter, Sidewalks and Drives, when indicated in the plans or directed by the Engineer, shall be sawed to a depth sufficient to result in a straight and undamaged edge on the remaining pavement.

Where pipelines are to be installed by open cut in streets on which asphalt or concrete pavement exists, the pavement shall be neatly cut out in a straight line along both edges of the trench. Cutting will be done with a concrete saw or other suitable means acceptable to the Engineer. The paving so cut will be removed, loaded and hauled to a dump approved by the Engineer. Limits of paving removed will be designated by the Engineer.

3. Method of Measurement and Payment.

- (a) Removal of all types of roadway paving shall be unclassified and shall be measured and paid for on a square yard basis at the contract bid price for “Pavement Removal”. Such payment shall be considered full compensation for furnishing all materials and labor necessary to complete the item of work.

- (b) Removal of pavement for drives will be measured and paid for on a square yard basis at the contract bid price for “Driveway Pavement Removal”. Such payment shall be considered full compensation for furnishing all materials and labor necessary to complete the item of work.
- (c) Removal of concrete curb and gutter shall be measured and paid for on a linear foot basis at the contract bid price for “Curb and Gutter Removal”. Such payment shall be considered full compensation for furnishing all materials and labor necessary to complete the item of work.
- (d) Removal of concrete sidewalk shall be measured and paid for on a square foot basis at the contract bid price for “Sidewalk Removal”. Such payment shall be considered full compensation for furnishing all materials and labor necessary to complete the item of work.
- (e) Saw cutting pavement will not be paid for directly but shall be considered subsidiary to the bid items of the contract, unless otherwise so specified in the bidding documents.

SECTION H—REMOVAL OF EXISTING STRUCTURES

1. **Description.** This work shall consist of that described in Section 203 of the 2017 State Specifications.
2. **Construction Methods** used shall be in conformance with Section 203.02.
3. **Method of Measurement and Payment.**
 - (a) Removing existing concrete box culverts, dams, retaining walls, storm sewer inlets and catch basins, etc. shall be measured and paid for on a per each basis for each item removed at the contract bid price as specified in the Proposal, which payment shall be considered full compensation for providing all labor and materials necessary to complete the work.
 - (b) Removal of existing storm sewer shall be measured and paid for on a linear foot basis for the type and size indicated in the proposal and on the plans.

SECTION I—REINFORCED CONCRETE PIPE

1. **Description.** This work shall consist of that described in Section 1037 of the 2017 State Specifications.
2. **Materials** used in the construction shall conform to minimum material requirements shown as follows:
 - (a) Reinforced Concrete Pipe shall conform to the requirements of AASHTO M170, M206 C 76 76 ASTM Designation or the latest revision thereof, for Class III Reinforced Concrete storm sewer and culvert pipe.

The various classes of pipe designated shall meet the following requirements:

- (1) Class III Reinforced Concrete Pipe – D Load 0.01 in crack 1,350 lbs.
Class III Reinforced Concrete Pipe – D Load Ultimate 2,000 lbs.

- (2) Concrete Proportions – as designated in Section 5.2.1 concrete (ASTM 76 76) with not less than six U.S. standard bags of cement per cubic yard.
 - (3) Concrete Strength – 4,000 psi
 - (4) Pipe Acceptance – as specified in Section 3.1.1 (ASTM 76 76) three edge bearing test. In addition, the reinforced concrete pipe manufactured under this specification will be required to meet absorption requirements of concrete as indicated in ASTM Specification C 76.
3. **Construction Methods.** All transporting, delivering, placing, excavating and backfilling of storm sewer shall conform to the requirements of Section 720 except that backfill material for the lowest 90 degrees shall be sand, placed and compacted to the required density under the direction of the Engineer. Bedding will be required for all reinforced concrete pipe and corrugated metal pipe installed on this project.
4. **Method of Measurement and Payment.**
- (a) Excavation backfilling and compaction of trenches for storm sewers shall not be measured and paid for directly but shall be considered subsidiary to the bid items of the contract.
 - (b) Pipe for storm sewer shall be measured and paid for on the linear foot basis of the contract bid price for “C.M.P. Storm Sewer” and “R.C.P. Storm Sewer” for the pipe sizes indicated in the plans and specifications as provided in Section 720.05.

SECTION J—CATCH BASINS, MANHOLES, INLETS AND JUNCTION BOXES

1. **Description.** This work shall consist of that described in Sections 916 Catch Basins, Manholes, Inlets and Junction Boxes and 917 Reconstruction of Manholes and Adjusting Manholes to Grade.
2. **Materials.** All materials furnished shall conform to Section 916.02 except steel and gray iron castings shall be the types specified on the plans.
3. **Construction Methods.** Construction will be in accordance with Sections 916.03.
4. **Method of Measurement and Payment.**
- (a) Excavation backfill and compaction will not be measured and paid for directly but shall be considered subsidiary to the bid items of the contract.
 - (b) Manholes and Inlets shall be measured and paid for at the contract bid price per each for the types specified and said payment shall be considered full compensation for furnishing all labor, equipment and materials, including steps and covers, cast iron sanitary sewer, adapter and incidental work necessary to complete the item of work.
 - (c) Manholes requiring an adjustment of 24 inches or greater to bring said structure to grade shall be measured and paid for at the contract bid price per each for 24 Inch Risers, which payment shall be considered full compensation for furnishing all labor, equipment and

materials (including fabrication, steps and covers) necessary to complete the item of work.

- (e) The work of Adjusting Manholes and Reconstruction of Manholes from 0 to 24 inches shall be measured and paid for at the contract bid price per each for “Adjusting Sewer Manholes to Grade”, which payment will constitute cost of all materials, equipment and labor necessary to complete the item of work.

SECTION K—SANITARY SEWER – N/A

SECTION L—WATER MAINS – N/A

SECTION M—TOPSOIL, SEEDING, MULCHING, FERTILIZING & EROSION CONTROL

- 1. **General.** Ditches, cells, berms and dikes disturbed by construction shall be shaped, seeded, mulched and watered.

- (a) **Work Included.**

- (1) Preparation of subgrade to receive topsoil
 - (2) Spreading topsoil
 - (3) Seeding and fertilizing
 - (4) Erosion control
 - (5) Watering
 - (6) Maintaining seeded areas until acceptance

- (b) **Delivery, Storage and Handling.**

- (1) Deliver grass seed in original containers showing analysis of seed mixture, percentage of pure seed, year of production, net weight, date of packaging and location of packaging. Damaged packages are not acceptable.
 - (2) Deliver fertilizer in waterproof bags showing weight, chemical analysis, and name of manufacturer.
 - (3) All seed shall be a certified blue seed unless stated as a common seed.

- (c) **Existing Conditions.** Beginning work of this Section means acceptance of existing conditions.

- (f) **Submittals.** Submit shop drawing and product data for erosion control fabrics and seed mixture to Engineer for approval prior to installation.

2. **Products.**

(a) Growing Media.

- (1) Topsoil: Excavated material taken from the upper 18 inches of the soil profile, graded free of roots, rocks larger than one inch, subsoil, debris, and large weeds.
- (2) Starter Fertilizer: 18-46-0, commercial type with 50 percent of the elements derived from organic sources.

(b) Seed.

See Note to Roadway Supplemental Specifications section for details on seeding.

(c) Accessories. Mulching Material: Prairie hay, oat or wheat straw, reasonably free from weeds, foreign matter detrimental to plant life, and in dry condition. Alfalfa, hay or chopped cornstalks is not acceptable.

(d) Erosion Control Fabric – Type I.

- (1) Coconut fiber erosion control fabric shall meet the following requirements:

- a) Materials: Coconut at 0.5 lbs./square yard
- b) Net – Heavyweight: UL stabilized both sides
- c) Roll Width – 6.5 feet minimum
- d) Staples shall be 6 inches, 11 gauge

- (2) Acceptable Manufacturers: North American Green or equal as approved by the Engineer.

(e) Erosion Control Fabric – Type II

- (1) Straw fiber erosion control fabric shall meet the following requirements:

- a) Materials: Straw at 0.5 lbs./square yard
- b) Net – Lightweight degradable, both sides
- c) Roll Width: 6.5 feet minimum
- e) Staples shall be 6 inches, 11 gauge

- (2) Acceptable Manufacturers: North American Green or equal as approved by the Engineer.

3. **Execution.**

(a) Preparation.

- (1) Protect existing underground improvements from damage.

- (2) Remove foreign materials, plants, roots, stones and debris from site. Do not bury foreign material.
- (3) Remove contaminated subsoil.
- (4) Cultivate area to receipt topsoil to depth of 3 inches. Repeat cultivation to areas where equipment has compacted subgrade.

(b) Spreading Topsoil.

- (1) Spread topsoil to depth of 6 inches over area to be seeded. Place during dry weather and on dry, unfrozen subgrade.
- (2) Cultivate topsoil to depth of 6 inches with mechanical tiller. Cultivate inaccessible areas by hand. Rake until surface is smooth.
- (3) Remove foreign materials collected during cultivation from site.
- (4) Grade to eliminate rough spots and low areas where ponding may occur. Maintain smooth, uniform grade.
- (5) Assure positive drainage away from buildings.
- (6) Finish ground level firm and sufficient to prevent sinkage pockets when irrigation is applied.

(c) Fertilizing.

- (1) Apply fertilizer at a rate of 200 lbs. per acre.
- (2) Do not apply grass seed and fertilizer at same time or in same machine.
- (3) Lightly water to aid breakdown of fertilizer and to provide moist soil for seed.

(d) Seeding.

- (1) Apply seed at rates indicated earlier in this section.
- (2) The Contractor shall notify the Engineer at least 48 hours in advance of the time he intends to begin work and shall not proceed with such work until permission to do so has been granted by the Engineer.
- (3) Seeding operations shall be performed only during the periods between March 1 and June 1 and between August 1 and September 15 except by express permission of the Engineer. No work shall be performed during excessively windy weather or when the ground is frozen, wet or otherwise untillable.
- (4) For seeding, approved mechanical power drawn drills, broadcast type seeder or hydraulic seeders may be used.

(e) Mulching.

- (1) Mulch shall be either dry cured native hay or threshed grain straw. Hay or straw shall be free from seeds of noxious weeds and relatively free from seeds of all other weeds.
- (2) The Contractor shall apply a protective mulch within 48 hours after sowing the seed, unless otherwise directed by the Engineer. The mulch shall be applied with a mulch blowing machine or other approved methods at the rate of two tons per acre.
- (3) Immediately following the spreading of the mulch, the material shall be anchored to the soil by a V-type wheel land packer, a soil erosion mulch tiller, or other suitable equipment which will secure the mulch firmly to form a soil-bind mulch.
- (4) Straw mulch is required on all areas to be seeded that do not receive erosion control fabric.

(f) Erosion Control Fabric.

- (1) A straw fiber drainage blanket (Type II) shall be used along the bottom of the drainage ditches as indicated at locations on the plan.
- (2) A coconut fiber drainage blanket (Type I) shall be used in the storm water collection sump(s) as indicated at locations on the plan.
- (3) The total width of the area to receive Type II drainage blankets shall be no less than 11 feet.
- (4) All blankets shall be stapled using no less than two staples per square yard.
- (5) All blankets shall be installed keyed into shallow trenches along the perimeter. Follow manufacturer's recommendations.

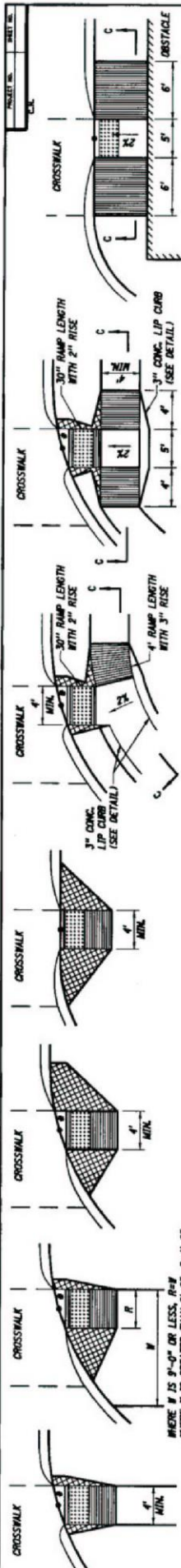
(g) Watering. Watering shall not begin until completion of the mulching operation. All areas shall be wetted as required to start the moist soil conditions necessary to assure seed germination and growth. At least one additional watering will be required after the initial period as directed by the Engineer.

(h) Measurement and Payment.

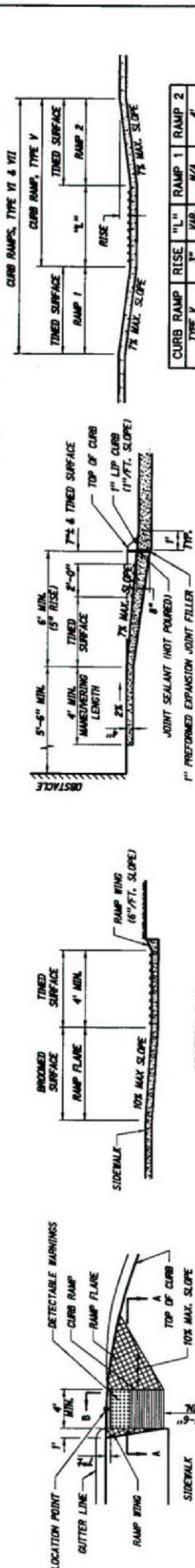
Seeding will be measured and paid for at the contract unit price per acre for "seeding", which payment shall be full compensation for topsoiling, shaping, seedbed preparation, seed, planting, mulching, watering and all incidentals required to complete the item of work.

Erosion control fabric will be paid for at the contract unit price per square yard for the specified type, which payment shall be full compensation for all material, grading, labor and incidentals required to complete the item of work.

(i) Acceptance. Seeded areas will be accepted when seeded areas are properly established and otherwise acceptable. This shall include any reseeded that may be required beyond the standard one year warranty, but in no case longer than three years from the date of initial Final Completion.



TYPE I TYPE II TYPE III TYPE IV TYPE V TYPE VI TYPE VII



SECTION A-A TYPICAL RAMP CROSS SECTION SECTION B-B TYPICAL RAMP PROFILE SECTION C-C TYPICAL RAMP CROSS SECTION

CURB RAMP	RISE	"L" RAMP 1	RAMP 2
TYPE V	3"	MIN	N/A
TYPE VI	3"	5'	4'
TYPE VII	5"	5'	6'

NOTES:
THE NORMAL GUTTER LINE PROFILE SHALL BE MAINTAINED THROUGH THE AREA OF THE CURB RAMP.
THE SURFACE OF ALL CURB RAMPS SHALL BE TINED TRANSVERSELY TO THE SLOPE OF THE CURB RAMP. THE TINES SHALL PRODUCE GROOVES APPROXIMATELY 1/8" DEEP AND 1/4" CENTERS. ALL FLARES AND WINGS SHALL BE BROOMED.
CURB SHALL BE TAKEN TO ASSURE A UNIFORM GRADE ON THE CURB RAMP, FREE OF SAGS AND SHORT GRADE CHANGES.
THE RAMP FLARES SHALL BE CONSTRUCTED WITH A 10% SLOPE AT RIGHT ANGLES TO THE SLOPE OF THE CURB RAMP, TYPES II, III & IV.
THE SLOPE OF SIDEWALKS APPROACHING CURB RAMPS (OR THEIR FLARES) SHALL BE FLAT ENOUGH TO PROVIDE RECOVERY AREAS FOR WHEELCHAIRS ENTERING OR EXITING THE RAMPS.
THE WORK OF CONSTRUCTING THESE RAMPS SHALL BE MEASURED AND PAID FOR AS A PART OF THE WORK FOR "CONCRETE SIDEWALKS", "CONCRETE MEDIAN SURFACING" OR "CONCRETE BIWAY". THE WORK OF MODIFICATION OF NEW OR EXISTING CURB WILL NOT BE PAID FOR DIRECTLY, BUT WILL BE CONSIDERED SUBSIDIARY TO OTHER ITEMS OF WORK FOR WHICH DIRECT PAYMENT IS MADE.
MAXIMUM PERCENT OF SLOPES ARE RELATIVE TO THE SLOPE OF THE ADJACENT SIDEWALK.
DETECTABLE WARNING SHALL EXTEND THE FULL WIDTH OF THE CURB RAMP. THEY SHALL BE LOCATED SO THAT THE EDGE NEAREST THE CURB LINE IS 6" TO 8" FROM THE CURB LINE.
• INDICATES 0.02%/FT. SLOPE TOWARDS STREET.

LEGEND
DETECTABLE WARNING
TINED CURB RAMPS
BROOMED RAMP WINGS & FLARES
MILLED CONCRETE



TYPICAL CURB RAMP DETAIL



3" CONCRETE LIP CURB DETAIL



DOME ALIGNMENT



DETECTABLE WARNING DETAILS



MEDIAN CROSSING



DOME SECTION



CURB RAMPS SPECIAL PLAN C

ROADWAY SUPPLEMENTAL SPECIFICATIONS

TRAFFIC CONTROL AND CONSTRUCTION SIGNING

The Contractor shall furnish, install, and maintain throughout the course of the construction all necessary construction signs, traffic control signs, barricades and other warning devices to inform the traveling public of the construction within the project area. This shall include the removal or covering of existing traffic control signs, which are in conflict with the temporary construction signing. Existing traffic control signs, which are removed, shall be delivered to the City for storage during the duration of the construction. At the completion of the work, the Contractor shall remove all temporary signs and construction barricades and restore all permanent traffic control signs along the roadways (which were covered during the construction) as directed by the City.

Access to the church located on the north side of 16th Street must be maintained and shall be coordinated with them by the Contractor.

Prior to the start of construction, the contractor shall submit a traffic control plan to City for approval. The City reserves the right to modify the proposed construction signing and barricade plan as necessary throughout the course of the work to assure the safety of the traveling public. The Contractor shall coordinate and schedule all street closures with the City.

Payment for furnishing, installation, maintenance, and removal of all traffic control devices including construction signs and barricades for each phase of the project shall be paid for at the contract unit price bid for "Traffic Control". This work shall also include submittal of all construction phase revisions and all necessary removal, reinstallation or covering of existing traffic control signs which may conflict with the proposed construction signing and traffic control plan.

EARTHWORK

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

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

All roadbed grading and fill areas shall be compacted to minimum 95 percent of the standard proctor density.

Payment for grading including excavation and construction of embankments for 16th Street reconstruction shall be paid for at the contract unit price bid per lump sum for the pay item "Earthwork – 16th Street". Payment for grading including excavation of the north viaduct bridge

approach shall be paid for at the contract unit price bid per lump sum for the pay item "Earthwork – North Viaduct Approach Removal" which shall include hauling 10,000 cubic yards of excavated material to the City Facility at 14th Street and Minnesota Avenue. This work shall include all items of work associated with the excavation, general roadway grading, stripping and stockpiling topsoil, general clearing and grubbing, disposal of excess excavated materials, hauling, placement, compaction, water required to achieve compaction, earth shoulder construction, and final grading (including redistribution of topsoil).

PAVEMENT SUBGRADE PREPARATION

Where feasible, any areas in the construction area to receive structural fill should be proofrolled with a loaded dump truck, scraper, or similar pneumatic tired equipment weighing at least 15 tons. Proofrolling should also be performed in areas requiring excavation after rough finished grade or subgrade elevation is achieved. Proofrolling operations should be observed by the Engineer. Unstable and unsuitable soils which are revealed by proofrolling, and which cannot be adequately densified in place, should be removed under the direction of the Engineer. It may be necessary to perform selective removal of soft, wet soils and/or stabilize existing soft soils in-place or fly ash stabilization.

To prepare the subgrade, the top 12 inches of the subgrade should be scarified and re-compacted to a minimum of 98 percent of the maximum dry density as determined by ASTM D698, Standard Proctor. The moisture content shall be between -1 and +3 percent of optimum content as determined by ASTM D698 Standard Proctor. The final subgrade should be proofrolled immediately prior to placement of the concrete to detect any localized areas of instability. Unstable areas should be reworked to provide a uniform subgrade.

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

INLET SEDIMENT PROTECTION

The Contractor shall select curb inlet filters from the Nebraska Department of Transportation Approved Products List. The Contractor shall install the sediment filters as per the manufacturer's installation guidelines at all curb inlets until stabilization has been achieved as per the SWPPP. This shall be full compensation for all materials and work necessary to place, install, maintain and remove the curb inlet sediment filters. This work will be measured by "Each" and will be paid for by the bid item "Inlet Sediment Protection."

TEMPORARY EROSION CONTROL

This work shall include installation of silt fence or temporary silt checks around inlets and at the stormwater outlets in accordance with the approved Storm Water Prevention Plan developed by

the Contractor and the City. Temporary silt checks shall be on NDOT approved products list for Type "Synthetic" or "Wattle". Temporary erosion control shall be installed according to manufacturer's specifications. The installation of the temporary erosion shall be full compensation for all the labor, equipment, material, excavation, backfill, stakes, maintenance, disposal, and all other incidental items required for this item shall be paid for by "Linear Foot" for the bid item "Temporary Erosion Control".

SEEDING AND HYDROMULCHING

This work shall follow Section M of the Technical Specifications and section of Section 807 of the 2017 NDOT Standard Specifications. Seeding mixture shall be Arrow Seed Dura Turf +2 or approved equivalent. Hydromulch shall be on the NDOT approved products list for Type HM2. Hydromulching will not be paid separately and will be considered subsidiary to this item.

SEEDING AND MULCHING

This work shall follow Section M of the Technical Specifications. Seeding mixture shall be Arrow Seed "Type B" for Nebraska region C meeting NDOT specifications or approved equivalent for these less maintained areas.

EROSION CONTROL MAT, TYPE D1

This work shall include installation of erosion control mat around for areas to be seeded as indicated on the plans or as directed by the Engineer. Erosion control mat shall be installed according to manufacturer's and NDOT specifications and as indicated on the plans. The Contractor shall select Erosion Control Mat, Type D1 from the Nebraska Department of Transportation Approved Products List for type EC Class 1D.

An acceptable alternate is to install Hydromulching NDOT Type HM3. If hydromulching is selected, it shall be paid at the same unit cost for the erosion control mat.

NPDES PERMIT

A construction site storm water permit Notice of Intent for this project will be prepared by the Owner and Engineer. The Owner and Contractor shall be listed as permittees and shall be required to sign the Notice of Intent. The Permit is issued under the General Permit of the National Pollutant Discharge Elimination System for Storm Water Discharges.

The Owner and Engineer shall develop a Storm Water Pollution Prevention Plan (SWPPP) and the Contractor shall implement the SWPPP to: minimize erosion on disturbed areas; minimize the discharge of sediment and other pollutants in storm water runoff; and maintain compliance with the requirements of NPDES Permit. The Contractor shall familiarize himself with the requirements of NPDES Permit, monitoring requirements and procedures, and periodic reporting and record keeping requirements respectively. The word "permittee" shall be replaced with "Contractor" in the above referenced sections of NPDES Permit. Physical erosion and sediment control

structures used at the site shall be sufficient to comply with the requirements of the permit. Inspections will be completed by the Owner.

CONCRETE PAVEMENT

Slip form paving operations is not a requirement for 16th Street pavement construction.

VIADUCT REMOVAL SUPPLEMENTAL SPECIFICATIONS

REMOVAL OF EXISTING STRUCTURE

Scrape samples of paint were taken from the existing 16th Street Viaduct and were analyzed for the presence of toxic metals. Analysis of the samples shows that the existing paint may contain toxic metals. The sampling and testing report can be found in Appendix A.

Removal of paint containing hazardous metals at the levels indicated by this analysis could create exposure conditions above regulatory limits for health and safety requirements.

Any test results provided by the City are for bidding purposes only. The Contractor is required to conduct their own monitoring at project start-up, and adjust worker protection and work practices according to the results.

The 2017 Edition of the Nebraska Department of Transportation (NDOT) Standard Specifications shall apply to the viaduct removal. The plan provides the general requirement of the viaduct removal. The contractor is responsible for the means and methods to the bridge demolition, including demolition plan submittal requirements and railroad permitting.

VIBRATION MONITORING - STRUCTURES

Description

The Contractor shall conduct its work activities to make every reasonable effort to minimize vibration from construction activities and equipment for the duration of the project. The Contractor will be required to control and monitor ground vibrations while engaging in heavy construction-related activity near the properties listed below. A fourteen (14) day minimum notification must be provided to the property owners prior to the start of construction near their property. The Contractor shall coordinate the actual start of all heavy equipment operations with the Engineer, the City Project Manager, and property owners.

This work shall consist of completing all vibration monitoring activities in accordance with the requirements of these specifications.

Pre-Construction Structure Survey

Prior to any construction activity, the Contractor shall perform a preconstruction survey to determine and document the conditions of the properties listed below, at a minimum. Additional structures may be required to be included in vibration monitoring by the Engineer.

1. Gangwish, Ryan R
 - 1514 North Saint Joseph Avenue
2. Florian Rentals LLC
 - 1600 North Saint Joseph Avenue
3. Abreu Vivian Reyes & Lorenzo O Toledo Sanchez
 - 1606 North Saint Joseph Avenue

4. Biggs, William M & Marla K
 - 1614 North Saint Joseph Avenue
5. Ingold, Johann F
 - 1511 North Kansas Avenue
6. Jones, Jake
 - 1513 North Kansas Avenue
7. Swigle, William F & Joan
 - 1519 North Kansas Avenue
8. Ratliff, John C & Ramona
 - 1523 North Kansas Avenue
9. Ministerio Internacional "Dios Es Amor" Inc
 - 1609 North Kansas Avenue

The Pre-Construction Structure Survey shall include, but is not limited to, the following:

1. Documentation of accessible grade level and above-grade level walls, ceilings, floors, roof, and visible exterior as viewed from the grade level.
2. Documentation of existing structural, cosmetic, plumbing, or electrical damage by engineering sketches, video tape, photographs, notes, etc.
3. Summary of the pre-construction condition of the selected buildings and any areas of concern including potential personnel hazards (falling debris) and structural elements that may require support or repair.
4. Recommendations on the type, location and number of any crack displacement monitoring gauges, settlement gauges, or other type of benchmark to be surveyed in the event of settlement, or any other instrumentation used to evaluate building distress, if it develops.

This survey shall be completed by the Contractor, with accompaniment by the Engineer, the City Project Manager, and an owner's representative of each structure. The Contractor shall document these structures as described above. One copy of the video and existing condition report shall be submitted to the Engineer and City Project Manager for acceptance, prior to the commencement of construction activities. The Contractor shall provide not less than seven (7) days notice to the property owners of the intent to carry out the survey of the existing structures.

Execution

The Contractor shall be required to control and monitor ground vibrations during all construction activity near the properties listed above or within the limits directed by the Engineer or City Project Manager. The Contractor shall control ground vibration by the use of properly selected construction equipment and by limiting ground particle velocity. The Contractor will be required to use seismographs with response characteristics in the range generally found with heavy highway construction. Peak particle velocity shall be the measure of the level of vibration. The instrumentation and methods are described in the following sections.

During construction, the Contractor must use seismographs at locations of which must be approved by the Engineer. At a minimum the locations must be between the construction area

or vibration source and the closest susceptible object(s) or structure(s). The Contractor will be required to use seismographs capable of recording particle velocity with a histogram/combination (waveform), for three (3) mutually perpendicular components of vibration. Monitored ground vibration levels should meet the vibration criteria detailed in this section in order to prevent structural damage and to ensure acceptability for ground vibration in buildings with various types of occupancy or use.

Vibration Monitoring Requirements

The Contractor shall be required to monitor vibration impacts on the identified structures for all construction activities for the properties listed above. Monitors should be in place for 24-hour monitoring with automatic call in. Monitoring thresholds shall be per the limits identified in Table 1 for "Structures".

Controlling Particle Velocity

1. Definitions: The particle velocity is the maximum rate of change of position with respect to time, measured on the ground. The velocity amplitudes are given in terms of millimeters per second (mm/s), zero to peak amplitude.
2. Controls: Construction activities shall be controlled by the Contractor by limiting peak particle velocity and it should be measured with calibrated instruments capable of providing continuous histogram/combination (waveform) report of all vibration events exceeding a predetermined threshold. The peak particle velocity shall be less than a specific control limit at the nearest structure. The type of structure and the nearest source of vibration (pavement breakers, hydraulic hammers, vibratory rollers, tracked equipment, or any/all other construction activities as directed by the Engineer or City Project Manager) will dictate the allowable value as specified in Table 1. Particle velocity shall be recorded in three mutually perpendicular axes. The maximum allowable peak particle velocity shall be that of any of the three axes.

Table 1. Limiting Particle Velocity

Structure & Condition	Limiting Particle Velocity	
	mm/sec	in/sec
Structures	12	0.5

3. Operational Additional Clause: The Engineer or City Project Manager reserves the right to adjust the values designated in Table 1 if in their opinion the construction techniques that are being used are damaging to adjacent structures or equipment. The Contractor shall adjust construction techniques as necessary to meet the criterion determined by the Engineer.
4. Application of the Particle Velocity Control: If the Contractor exceeds the ground vibration control limit for structures for any single axis during construction activity it shall cease all construction activity and submit an additional written report to the Engineer. This report shall give the vibration measurements data and include the corrective action plan for the next construction activity that produced higher than criteria levels to ensure that the limits will not be exceeded. The next activity shall not proceed until the Engineer acknowledges in writing that the construction process change has been implemented.
5. Recorded Data: All three components of peak particle velocity (longitudinal, transverse,

and vertical) will be measured on the ground at the location of the nearest and other strategic structures and/or at any location the Engineer deems necessary for any particular construction operation. The measurements shall be made adjacent or within structures as the construction operation is going on.

6. Construction Activity Log: The Contractor shall maintain a construction activity log and shall submit daily reports to the Engineer and City Project Manager on vibrations measured on construction activity. These logs shall be in the form specified in the vibration monitoring plan.
7. Instrumentation: The Contractor shall provide the instrumentation agreed upon in the vibration monitoring plan to monitor the equipment operation vibration, and the permanent deformation of the strategic structures. On-site measurements will be made by the Contractor in the presence of the Engineer and/or City Project Manager.
8. Vibration Monitors (Seismographs): Continuous vibrations monitoring will be conducted using a histogram/waveform monitoring mode that alerts the engineer and contractor of an exceedance via text or email. Vibration data will be archived in a web data base. Monitoring instrumentation will be suitable for recording construction vibrations. Monitoring will be conducted using InstanTel MiniMate Plus or InstanTel MicroMate system or approved equal.
9. Transducer Attachment: When the measurement surface consists of rock, steel (or other metal), asphalt, or concrete, the transducers shall be bolted to the measurement surface or bolted with high strength adhesive. On other surfaces the mass of the seismograph or transducer package may be sufficient for good coupling. In certain situations sandbags over the transducers can aid with coupling and reducing air borne noise.
10. Archiving: The Contractor will provide the Engineer and City Project Manager with all data necessary for record-keeping purposes. This data shall be kept by both parties for at least three (3) years and shall include as a minimum the following information:
 - All monthly surveys conducted for vibration control purposes, including the preconstruction survey documentation.
 - The original vibration monitoring plan as well as any adjustments made to it during the course of the construction activities.
 - All monitored data relative to each heavy equipment operation near adjacent structures. These records shall contain all information as required and approved in the vibration monitoring plan, including all information concerning the type and characteristics of the monitoring instruments used, their locations and orientations.
 - All weather conditions occurring during the driving activities.
11. Vibration Monitoring Plan: No less than three (3) weeks prior to commencing construction operations or at the preconstruction conference (whichever is earlier) or at any time the Contractor proposes to change the construction activity schedule, the Contractor shall submit a vibration monitoring plan to the Engineer and City Project Manager for review. The vibration monitoring plan shall contain: (1) all information required under the general specifications, (2) all information relative to monitoring vibrations and providing vibration controls for construction equipment, (3) types of equipment to be used for heavy construction activity, and (4) proposed placement and methods of all monitoring equipment.
12. Submittals:
 - 1) Heavy Construction Program

- 2) Vibration Monitoring Plan
- 3) All submittals required under the "Archives" section of this specification
- 4) All vibration records along with corresponding heavy construction activity reports shall be submitted to the Engineer and City Project Manager
- 5) Calibration data and machine documentation for each vibration sensor and associated seismograph or graphic recorder used on the project shall be submitted to the Engineer and City Project Manager.

Method of Measurement and Basis of Payment

Vibration monitoring for structures shall be paid for as a lump sum for the pay item "Vibration Monitoring - Structures" which shall include all labor, materials, equipment, reporting, testing, including all labor, materials, and equipment used for the heavy construction program, and all other incidentals required to provide vibration monitoring of structures per these specifications. Vibration impacts on structures shall be monitored for all construction activities for the entire duration of the Project for the properties listed above.

UNION PACIFIC RAILROAD SPECIALS

General

This project involves demolition of the 16th Street Viaduct that spans Union Pacific Railroad (UPRR) tracks and Right-of-Way. The Contractor shall be required to strictly adhere to all UPRR requirements as outlined in this special provision and the Contractor's Right of Entry Agreement that is made a part of the City's executed Closure and Removal Agreement with UPRR.

City's Closure and Removal Agreement

The City has executed a Closure and Removal Agreement with UPRR for the 16th Street Viaduct removal. The agreement can be found in Appendix B.

Contractor's Right of Entry Agreement

The City's Closure and Removal Agreement includes a Contractor's Right of Entry Agreement for the 16th Street Viaduct removal, as found in Appendix C. The Contractor shall be required to execute the Contractor's Right of Entry Agreement with the UPRR for this project prior to starting any work on this project.

The Contractor's Right of Entry Agreement found in Appendix C is as provided by UPRR and includes instructions for completing the agreement, payment methods, an example agreement, and a blank Right of Entry Agreement to be filled out by the Contractor. The Contractor is fully responsible for filling out the blank agreement, in accordance with UPRR's example, and submitting the agreement in accordance with the instructions. The Contractor is also responsible for all costs associated with, as outlined in, the Contractor's Right of Entry Agreement.

A minimum of thirty (30) days shall be allowed for UPRR to process the Contractor's Right of Entry agreement and return a fully executed agreement.

The Contractor shall bear all costs and delays due to rejection of Contractor's Right of Entry submittals for failing to follow UPRR instructions.

The Contractor must provide certification for the required insurance coverage outlined in the Contractor's Right of Entry Agreement to UPRR prior to the start of any work on this project.

The Contractor shall coordinate their work with the UPRR representative designated in the Contractor's Right of Entry Agreement at all times during the demolition of the 16th Street Viaduct or work that impacts the UPRR Right-of-Way.

After the Contractor's Right of Entry Agreement is executed and prior to start of the 16th Street Viaduct Demolition or work on UPRR Right-of-Way a pre-construction meeting with UPRR representatives will be required prior to beginning the work.

Railroad Safety Training

All Contractor employees that will be involved with the 16th Street Viaduct demolition work or work that impacts UPRR Right-of-Way will need to be certified through the UPRR E-Rail Safe program and shall have the required UPRR Contractor Safety Orientation as outlined in the Contractor's Right of Entry Agreement. See Section 7: Safety, of the Contractor's Right of Entry Agreement for more information.

Flagging Protection

Flagging will be required as outlined in the Contractor's Endorsement General Terms and Conditions. Flagging for the project shall be billed directly to the City of Hastings. The City shall pay for up to a maximum of 20 days of railroad flagging. Flagging costs required for work within the UPRR right-of-way beyond the 20 days shall be borne by the Contractor at a rate of \$1,500 per day. The costs for railroad flagging that exceeds the maximum 20-day limit to be paid by the City shall be deducted from the progress and/or final payment made to the Contractor as liquidated damages.

Bridge Removal Plans

The Contractor, at its expense, shall submit to UPRR by certified mail three (3) complete sets of the Contractor's Bridge Removal Plan. The Bridge Removal Plan shall include details, procedures, and the sequence of staged removal of the bridge and existing embankment, including all steps necessary to remove the bridge and existing embankment in a safe and controlled manner.

The Bridge Removal Plan shall be sealed by a Civil or Structural Engineering registered in the State of Nebraska. A minimum of thirty (30) days shall be allowed for UPRR's review after the complete submittal is received by UPRR. The Contractor shall allow for a minimum of thirty (30) days for UPRR's review of each revision required due to UPRR review comments.

The Contractor shall not perform any bridge removal work until it has received written approval from UPRR of the Contractor's final Bridge Removal Plan. The Bridge Removal Plan and all demolition work shall conform to the requirements of the "Guidelines for Preparation of a Bridge Demolition and Removal Plan For Structures over Railroad" and "Guidelines for Temporary Shoring".

Track Crossing

The Contractor shall use only public roadways to cross railroad tracks. The Contractor shall not cross the tracks during the project.

Interference with Operations of UPRR

The Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the UPRR tracks and property of UPRR as outlined in the Contractor's Right of Entry – Exhibit B. Contractor shall bear all costs incurred by the

City or the Contractor due to re-routing of traffic, disruptions, delays, damages, etc. of UPRR operations due to Contractor's activities.

APPENDIX A

PAINT TESTING REPORT

BUILDING MATERIALS REPORT

CONCRETE & METAL VIADUCT
16TH STREET VIADUCT
HASTINGS, NEBRASKA 68901

Client:

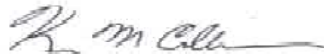
OLSSON ASSOCIATES
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Consultant:

B2 ENVIRONMENTAL, INC.
3325 WEST CAPITAL AVE
GRAND ISLAND, NEBRASKA 68803
B2E Project Number: 10380.0011

June 25, 2021

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1.0 SCOPE OF SERVICES

The purpose of this project was to perform a building materials survey at the 16th Street Viaduct located in Hastings Nebraska, to identify asbestos-containing materials; lead and other heavy metals in paint chips.

2.0 ASBESTOS

B2 Environmental, Inc. (B2E) performed an Environmental Protection Agency (EPA) National Emission Standards for Hazardous Air Pollutants (NESHAP), (40 CFR, Part 61) asbestos inspection as outlined below:

1. Review any existing asbestos reports relating to the site, if available.
2. Inspect the site building(s).
3. Identify accessible suspect asbestos-containing materials (ACM) in general accordance with the USEPA NESHAP, (40 CFR, Part 61).
4. Collect and analyze bulk samples of suspect materials.
5. Quantify any asbestos containing materials and record location.

2.1 General Site Conditions

The inspection included one (1) viaduct constructed of concrete and metal. Previous sampling reports and/or drawings were not provided to B2E prior to the inspection.

2.2 Asbestos Inspection Report

On June 8, 2021, B2E inspector Mr. Rod Schall surveyed the site for asbestos-containing building materials. Mr. Schall has completed the requisite training for asbestos accreditation as an inspector at a state approved training provider under Toxic Substances Control Act (TSCA) Title II. Mr. Schall's State of Nebraska asbestos inspector number is 1190.

B2E visually inspected the site for the presence of suspect ACM. Materials that were hidden, not accessible (i.e. boilers, areas of safety concern), or when sampled would damage the integrity of the structure or component (i.e. electrical wiring), were not sampled as part of this inspection. B2E did not sample materials that were visibly identified as non-asbestos (fibrous glass, foam rubber, wood, etc.). The asbestos inspection consisted of three steps: 1) a visual inspection of the site(s); 2) a determination of homogeneous areas with suspect surfacing, thermal system insulation, and miscellaneous materials; and 3) sampling accessible, friable and non-friable, suspect materials.

Friable materials are materials that, when dry, can be crumbled, pulverized or reduced to powder by hand pressure. Non-friable materials are materials that, when dry, cannot be crumbled, pulverized or reduced to powder by hand pressure. Non-friable materials, when subjected to sanding, grinding, cutting or abrading, may become friable.

2.21 Homogeneous Areas

Prior to sampling, B2E identified homogeneous areas to facilitate a sampling strategy. A homogeneous sampling area is described as one or more areas with suspect material similar in appearance and texture that have the same installation date and function. The actual number of samples collected from each homogeneous sampling area varies, dependent upon material type and the professional judgment of the inspector.

2.22 Sampling Strategy

B2E's sampling strategy incorporated Asbestos Hazard Emergency Response Act (AHERA) requirements, quantities of suspect material, and the inspector's judgment to aid in the identification of suspect ACM. B2E's sampling strategy was to identify and collect accessible suspect ACM in general accordance with the USEPA NESHAP, (40 CFR, Part 61). If the analytical results indicated that all the samples collected per homogeneous area did not contain asbestos, then the homogeneous area (material) was considered non-asbestos containing. However, if the analytical results of one or more of the samples collected per homogeneous area indicated that asbestos was present in quantities greater than one percent asbestos (as defined by USEPA), all of the homogeneous area (material) was treated as an asbestos-containing material regardless of other analytical results. B2E did not sample materials that the accredited inspector visually determined to be non-asbestos (i.e. fibrous glass, foam rubber, etc.). Actual collection of a bulk asbestos sample involves physically removing approximately one square inch (1 in²) of the material and placing it in an airtight sample container marked with a unique identification number.

2.23 Suspect Asbestos-Containing Materials

The following table contains a list of building materials suspected of containing asbestos:

16TH STREET VIADUCT - HASTINGS, NEBRASKA SUSPECT BUILDING MATERIALS		
MATERIAL	LOCATION	SAMPLE NUMBER
Expansion joint (black)	Pavement (multiple areas)	16-A-1-1,2
Expansion joint (gray)	Barrier (multiple areas)	16-A-2-1,2
Caulk (gray)	Barrier (multiple areas)	16-A-3-1,2
Asphalt sealant (black)	Pavement (multiple areas)	16-A-4-1,2
Expansion joint (black)	Abutment (multiple areas)	16-A-5-1,2

2.24 Laboratory Analytical Results

EMSL Analytical, Inc. located at 200 Route 130 North in Cinnaminson, New Jersey analyzed the bulk samples using polarized light microscopy (PLM). PLM analysis utilizes dispersion staining techniques (ref.: USEPA Method 600/R-93/116) to determine the asbestos content of the bulk samples collected at the site.

This laboratory is currently recognized by the United States Department of Commerce's National Voluntary Laboratory Accreditation Program (NVLAP) for conformance with criteria set forth in the National Institute of Standards and Technology (NIST) Handbook 150:2016 and the International Organization for Standardization (ISO)/International Electrotechnical Commission (IEC) Guide 17025:2005. NVLAP accredits testing and calibration laboratories that are found competent to perform specific tests or calibrations, or types of tests or calibrations. NIST Handbook 150:2016 sets forth the basic procedures under which NVLAP operates, and the general accreditation

requirements that testing and calibration laboratories must meet if they wish to demonstrate that they operate a quality system, are technically competent, and are able to generate technically valid results.

The following table is a summary of the suspect ACM that have been determined, through laboratory analysis and/or assumed, to contain asbestos:

16TH STREET VIADUCT - HASTINGS, NEBRASKA						
ASBESTOS-CONTAINING MATERIALS						
MATERIAL	LOCATION	SAMPLE NUMBER	NESHAP CATEGORY	FRIABLE ⁽¹⁾	QUANTITY ⁽²⁾	ASBESTOS CONTENT
ASBESTOS-CONTAINING MATERIALS WERE NOT IDENTIFIED						
sf = Square Feet, ND = Non Detect, NA = Not Applicable, lf = Linear Feet, mf = Mechanical Fittings ⁽¹⁾ Friability is based only on conditions that were observed during B2E's inspection of the site. ⁽²⁾ Actual quantities should be field verified.						

Any material that contains greater than one percent asbestos is considered an ACM and is categorized as either friable ACM or non-friable ACM. Friable ACM is categorized as regulated asbestos-containing material (RACM). There are two categories of non-friable materials: Category I non-friable ACM and Category II non-friable ACM.

- Category I non-friable ACM is any asbestos-containing packing, gasket, resilient floor covering or asphalt roofing product which contains more than one percent asbestos.
- Category II non-friable ACM is any material, excluding Category I non-friable ACM, containing more than one percent asbestos.

Details of sample analysis are included in Appendix A, which contains a listing of all analyzed samples, sample locations, and analytical results relating to the site. Asbestos analytical results are reported as percentage and type. Other common non-asbestos components may also be noted in the analytical report.

Building materials containing any detectable amounts of asbestos are regulated by Occupational Safety and Health Administration (OSHA), and applicable work practices and prohibitions must be followed accordingly.

State and local requirements may differ from NESHAP requirements. Consult with appropriate agencies prior to commencing abatement and/or demolition activities.

3.0 LEAD/CADMIUM/MERCURY/CHROMIUM-BASED PAINT

On June 8, 2021, B2E collected paint samples from selected building component surfaces coated with suspect lead, cadmium, mercury and chromium, arsenic barium, selenium, silver-based paint. B2E collected the paint samples in general accordance with a selected sampling strategy based on modifications from the United States Housing and Urban Development (HUD) Chapter 7 of the Guidelines for the evaluation and Control of Lead-Based Paint Hazards in Housing (2012 Revision). Survey criteria included the sampling of painted surfaces on the interior and exterior of the building.

3.1 Sampling Methods and Laboratory Analytical Results

B2E collected three (3) paint chip samples from surfaces coated with suspect lead, cadmium, mercury and chromium, arsenic barium, selenium, silver-based paint. EMSL Analytical, Inc. located at 200 Route 130 North in Cinnaminson, New Jersey, analyzed the samples in accordance with the United States Environmental Protection Agency (USEPA) using the EPA approved methods, SW846 3050B/6010C and 7471B - Inductively coupled plasma-atomic emission spectrometry (ICP-AES).

The following table presents the building components sampled for lead, cadmium, and chromium-based paint.

16TH STREET VIADUCT - HASTINGS, NEBRASKA									
SAMPLED PAINTED MATERIALS									
MATERIAL	SAMPLE NUMBER	MERCURY	ARSENIC	BARIUM	CADMIUM	CHROMIUM	LEAD	SELENIUM	SILVER
White paint on concrete (shoulder marking)	16-P-1	ND	ND	69	ND	49	3.8	ND	ND
Yellow paint on concrete (center line)	16-P-2	ND	ND	53	ND	9.4	17	ND	ND
Green paint on metal (support beam)	16-P-3	ND	ND	ND	ND	1.3	ND	ND	ND
* Samples are reported in mg/Kg ND = None Detected									

Any paint or surface coating that contains $\geq 5,000$ mg/Kg lead by weight is considered lead-containing and must be managed during demolition and/or renovation. The paints listed above do not represent all painted building components at the site. The paints, tested and untested, that do not contain lead in concentrations $\geq 5,000$ mg/Kg lead by weight, may contain detectable amounts of lead, cadmium, mercury and chromium, arsenic barium, selenium, silver. It is B2E's opinion that paint films and/or surface coatings containing any detectable concentration of lead, cadmium, mercury and chromium, arsenic barium, selenium, silver should be viewed as a potential source of exposure and health hazard.

Except for the following, construction and renovation debris from commercial and industrial sites; and lead, cadmium, mercury and chromium, arsenic barium, selenium, silver -based paint waste from removal or remediation activities must be managed and disposed of as a RCRA hazardous waste if they meet the toxicity characteristic for lead, cadmium, mercury and chromium, arsenic barium, selenium, silver under RCRA.

Whole-building demolition debris can be characterized as inert or nonhazardous waste if:

1. Other hazardous components are not present or are removed and disposed separately.
2. Metal components are removed to the extent feasible as scrap materials for reuse/recycling.
3. All remaining materials must comprise a single discrete waste stream at the point of generation and disposed of together.

Details of sample analysis are included in Appendix B, which contains a listing of analyzed samples, sample locations, and analytical results for the building components sampled. Results are reported in percent lead by weight.

Building materials containing any detectable amounts of lead, cadmium, mercury and chromium, arsenic barium, selenium, silver are regulated by OSHA, and applicable work practices and prohibitions must be followed accordingly.

State and local requirements may differ from RCRA requirements. Consult with appropriate agencies prior to commencing renovation and/or demolition activities.

4.0 ASSUMPTIONS AND LIMITATIONS

The results, findings, conclusions, and recommendations expressed in this report are based solely on conditions noted during the June 8, 2021 B2E assessment of the site. Qualifications for the field personnel and analytical laboratory reports are provided in the appendices. As the user of this report, the Client and respective contractors are advised of the following limitations on the information presented in this report.

1. This report is intended for the sole use of the Client. The scope of services performed in execution of this evaluation may not be appropriate to satisfy the needs of other users, and use or re-use of this document or the findings, conclusions, or recommendations is at the risk of said user.
2. B2E did not perform destructive sampling -- it was not within B2E's scope of work to remove surface materials to investigate portions of the structure or materials that may lay beneath the surface -- thus, any materials that could not be visually identified on the surface were not inspected and would not be noted in this report. B2E's selection of sample locations and frequency of sampling was based on the inspector's assumption that like materials in the same area are homogeneous in content.
3. The report is designed to aid the building owner, architect, construction manager, general contractor, and potential asbestos abatement contractor in locating ACM. Under no circumstances is the report to be utilized as a bidding document or as a project specification document since it does not have all the components required to serve as an Asbestos Project Design document or an Abatement Workplan.
4. This assessment was performed in a manner consistent with the level of care and skill ordinarily exercised by environmental professionals practicing contemporaneously under similar conditions in the area of the project in question. No other warranty, express or implied, is given and all other warranties are hereby expressly disclaimed. This report does not warrant against future operations or conditions, nor does it warrant against operations or conditions present of a type or at a location not investigated.
5. This report is not a comprehensive site evaluation and should not be construed as such. Only those structures and services specifically stated in Section 1.0 Scope of Services are included in this report.

APPENDIX A

ASBESTOS LABORATORY ANALYTICAL REPORT



EMSL Analytical, Inc.

6340 CastlePlace Dr. Indianapolis, IN 46250

Tel/Fax: (317) 803-2997 / (317) 803-3047

<http://www.EMSL.com / indianapolislaboratory@emsl.com>

EMSL Order: 162112436

Customer ID: BENV85

Customer PO: 10380.0011

Project ID:

Attention: Rod Schall
B2 Environmental, Inc.
4503 South 90th St
Omaha, NE 68127

Phone: (402) 330-0763

Fax: (402) 330-0792

Received Date: 06/11/2021 9:55 AM

Analysis Date: 06/14/2021

Collected Date: 06/08/2021

Project: 16th Street Viaduct/10380.0011

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
16-A-1-1 162112436-0001	Black Expansion Joint	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
16-A-1-2 162112436-0002	Black Expansion Joint	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
16-A-2-1 162112436-0003	Gray Expansion Joint	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
16-A-2-2 162112436-0004	Gray Expansion Joint	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
16-A-3-1 162112436-0005	Gray Caulking	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
16-A-3-2 162112436-0006	Gray Caulking	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
16-A-4-1 162112436-0007	Black Tar Crack Sealant	Gray/Black Non-Fibrous Homogeneous		5% Quartz 95% Non-fibrous (Other)	None Detected
16-A-4-2 162112436-0008	Black Tar Crack Sealant	Gray/Black Fibrous Homogeneous	20% Cellulose	10% Quartz 70% Non-fibrous (Other)	None Detected
16-A-5-1 162112436-0009	Black Expansion Joint	Gray/Black Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
16-A-5-2 162112436-0010	Black Expansion Joint	Gray/Black Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected

Analyst(s)

Amanda Straw (5)

Ross Matlock (5)

Richard Harding, Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method") but augmented with procedures outlined in the 1993 ("final") version of the method. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. Indianapolis, IN NVLAP Lab Code 200188-0, NY ELAP 12130, AZ0939, CA 2575, CO AL-15132, TX 300262

Initial report from: 06/14/2021 10:51:39

APPENDIX B

PAINT LABORATORY ANALYTICAL REPORT



EMSL Analytical, Inc.

6340 CastlePlace Dr., Indianapolis, IN 46250

Phone: (317) 803-2997 Fax: (317) 803-3047 Email: indianapolislabs@emsl.com

Attn:

Rod Schall
B2 Environmental
3325 West Capital Avenue
Grand Island, NE 68803

Phone: (308) 381-9677

Fax:

6/25/2021

The following analytical report covers the analysis performed on samples submitted to EMSL Analytical, Inc. on 6/11/2021. The results are tabulated on the attached data pages for the following client designated project:

Olsson Hastings Viaduct 10380.0011

The reference number for these samples is EMSL Order #162112435. Please use this reference when calling about these samples. If you have any questions, please do not hesitate to contact me at (317) 803-2997.

Approved By:

Allison Ford, Chemistry Lab Manager

Chemical Testing
2845.25

The samples associated with this report were received in good condition unless otherwise noted. This report relates only to those items tested as received by the laboratory. This report may not be reproduced except in full and without written approval by EMSL Analytical, Inc. A2LA accredited chemical testing laboratory for Metals in Solids and Liquids by Inductively Coupled Plasma (ICP), as well as Mercury by Cold Vapor Atomic Absorption (CVAA).

**EMSL Analytical, Inc.**

6340 CastlePlace Dr., Indianapolis, IN 46250

Phone/Fax: (317) 803-2997 / (317) 803-3047

<http://www.EMSL.com>indianapolislab@emsl.com

EMSL Order: 162112435
 CustomerID: BENV85B
 CustomerPO: 10380.0011
 ProjectID:

Attn: **Rod Schall**
B2 Environmental
3325 West Capital Avenue
Grand Island, NE 68803

Phone: (308) 381-9677
 Fax:
 Received: 6/11/2021 09:55 AM
 Collected: 6/8/2021

Project: Olsson Hastings Viaduct 10380.0011

Analytical Results

Client Sample Description 16-P-1
 Paint Chip-6010D
Collected: 6/8/2021 **Lab ID:** 162112435-0001

Method	Parameter	Result	RL	Units	Prep Date & Analyst	Analysis Date & Analyst
METALS						
Mercury by EPA 7471B	Mercury	ND	0.086	mg/Kg	6/17/2021 WF	6/17/2021 WF
3050B/6010D	Arsenic	ND	2.3	mg/Kg	6/17/2021 WF	6/17/2021 WF
3050B/6010D	Barium	69	12	mg/Kg	6/17/2021 WF	6/17/2021 WF
3050B/6010D	Cadmium	ND	0.47	mg/Kg	6/17/2021 WF	6/17/2021 WF
3050B/6010D	Chromium	49	1.2	mg/Kg	6/17/2021 WF	6/17/2021 WF
3050B/6010D	Lead	3.8	1.2	mg/Kg	6/17/2021 WF	6/17/2021 WF
3050B/6010D	Selenium	ND	2.3	mg/Kg	6/17/2021 WF	6/17/2021 WF
3050B/6010D	Silver	ND	1.2	mg/Kg	6/17/2021 WF	6/17/2021 WF

Client Sample Description 16-P-2
 Paint Chip-6010D
Collected: 6/8/2021 **Lab ID:** 162112435-0002

Method	Parameter	Result	RL	Units	Prep Date & Analyst	Analysis Date & Analyst
METALS						
Mercury by EPA 7471B	Mercury	ND	0.085	mg/Kg	6/17/2021 WF	6/17/2021 WF
3050B/6010D	Arsenic	ND	2.3	mg/Kg	6/17/2021 WF	6/17/2021 WF
3050B/6010D	Barium	53	11	mg/Kg	6/17/2021 WF	6/17/2021 WF
3050B/6010D	Cadmium	ND	0.46	mg/Kg	6/17/2021 WF	6/17/2021 WF
3050B/6010D	Chromium	9.4	1.1	mg/Kg	6/17/2021 WF	6/17/2021 WF
3050B/6010D	Lead	17	1.1	mg/Kg	6/17/2021 WF	6/17/2021 WF
3050B/6010D	Selenium	ND	2.3	mg/Kg	6/17/2021 WF	6/17/2021 WF
3050B/6010D	Silver	ND	1.1	mg/Kg	6/17/2021 WF	6/17/2021 WF

Client Sample Description 16-P-3
 Paint Chip-6010D
Collected: 6/8/2021 **Lab ID:** 162112435-0003

Method	Parameter	Result	RL	Units	Prep Date & Analyst	Analysis Date & Analyst
METALS						
Mercury by EPA 7471B	Mercury	ND	0.097	mg/Kg	6/17/2021 WF	6/17/2021 WF
3050B/6010D	Arsenic	ND	2.2	mg/Kg	6/17/2021 WF	6/17/2021 WF
3050B/6010D	Barium	ND	11	mg/Kg	6/17/2021 WF	6/17/2021 WF
3050B/6010D	Cadmium	ND	0.45	mg/Kg	6/17/2021 WF	6/17/2021 WF
3050B/6010D	Chromium	1.3	1.1	mg/Kg	6/17/2021 WF	6/17/2021 WF
3050B/6010D	Lead	ND	1.1	mg/Kg	6/17/2021 WF	6/17/2021 WF
3050B/6010D	Selenium	ND	2.2	mg/Kg	6/17/2021 WF	6/17/2021 WF

**EMSL Analytical, Inc.**

6340 CastlePlace Dr., Indianapolis, IN 46250

Phone/Fax: (317) 803-2997 / (317) 803-3047

<http://www.EMSL.com>indianapolislab@emsl.com

EMSL Order: 162112435
CustomerID: BENV85B
CustomerPO: 10380.0011
ProjectID:

Attn: **Rod Schall**
B2 Environmental
3325 West Capital Avenue
Grand Island, NE 68803

Phone: (308) 381-9677
Fax:
Received: 6/11/2021 09:55 AM
Collected: 6/8/2021

Project: Olsson Hastings Viaduct 10380.0011

Analytical Results

Client Sample Description 16-P-3
Paint Chip-6010D **Collected:** 6/8/2021 **Lab ID:** 162112435-0003

Method	Parameter	Result	RL	Units	Prep Date & Analyst	Analysis Date & Analyst
METALS						
3050B/6010D	Silver	2.0	1.1	mg/Kg	6/17/2021 WF	6/17/2021 WF

Definitions:

MDL - method detection limit

J - Result was below the reporting limit, but at or above the MDL

ND - indicates that the analyte was not detected at the reporting limit

RL - Reporting Limit (Analytical)

D - Dilution Sample required a dilution which was used to calculate final results

APPENDIX C

QUALIFICATIONS

State of Nebraska

Department of Health and Human Services

Division of Public Health

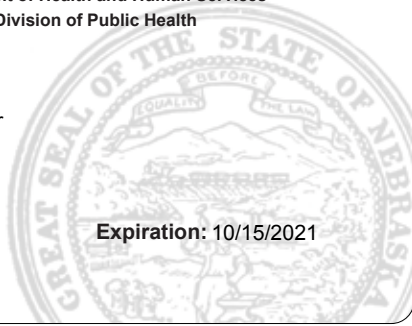
Rodney L Schall

Asbestos Inspector

License #: 1190

Status: Active

Expiration: 10/15/2021



APPENDIX B
Union Pacific Closure & Removal Agreement

**CLOSURE AND REMOVAL AGREEMENT
PUBLIC ROAD CROSSING**

THIS CLOSURE AND REMOVAL AGREEMENT (this "Agreement") is made and entered into as of 11/2/2021 (the "Effective Date"), by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("Railroad") and CITY OF HASTINGS, a municipal corporation or political subdivision of the State of Nebraska ("Agency").

RECITALS

In accordance with the terms and conditions of this Agreement, Agency desires to permanently close the existing, grade-separated road crossing ("Project") more particularly described on Exhibit A attached hereto and made a part hereof (collectively, the "Road Crossing").

AGREEMENT

NOW THEREFORE, the parties hereto agree as follows:

1. Agency shall take all actions necessary to vacate all rights that Agency may have in and to Railroad's property in connection with the Road Crossing and to permanently close the Road Crossing. Such Agency actions may include adoption of an ordinance or resolution by Agency's governing body and/or obtaining any required approvals from a public utilities commission or any other applicable governmental entity authorizing and directing the vacation and permanent closure of the Road Crossing.
2. If Agency will be performing any Project work, such work is described on Exhibit B ("Agency Work"). Agency shall perform the Agency Work, if any, at its sole cost, and Railroad consents to Agency (or any contractor or other agent hired by Agency) performing the Agency Work at the Road Crossing, subject to complying with the terms and conditions of this Agreement.
3. If Agency hires a contractor or other agent to perform the Agency Work, Agency shall require such contractor or agent to execute Railroad's then current form of Contractor's Right of Entry Agreement (the "CROE Agreement") and to comply with the requirements set forth therein. If Agency performs the Agency Work, Agency shall comply with the safety standards set forth in the CROE Agreement.
4. Following completion of the Agency Work, Railroad agrees to perform the Project work described on Exhibit B attached hereto the ("Railroad Work"). Railroad's estimated cost for the Railroad Work is included on Exhibit C and Exhibit C-1 attached hereto ("Estimate") and may include without limitation costs of engineering review, construction, inspection, flagging, procurement and delivery of materials, equipment rental, manpower and all direct and indirect overhead labor/construction costs, including Railroad's standard additive rates. Such standard additive rates may be subject to upward or downward adjustment based on industry standards and practices, and the parties acknowledge and agree that any such adjustment to standard additive rates may be made

retroactively.

5. Agency has appropriated sufficient funds to complete the Project and shall reimburse Railroad for costs incurred by Railroad in connection with the Railroad Work in accordance with Exhibit D attached hereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

DocuSigned by:

By:

Melinda S. DuBay

Title:

Manager I, Engineering - Public Projects

CITY OF HASTINGS, a municipal
corporation or political subdivision of the
State of Nebraska

By:

Title:

Mayor

Exhibit A

Osborne Drive East Grade-Separated Public Road Crossing
(DOT No. 814729E)
Mile Post 262.26 – Marysville Subdivision
City of Hastings, County of Adams, State of Nebraska

Exhibit B

Railroad Work:

1. Project management.
2. Engineering review
3. Flagging
4. Final inspection

Agency Work:

1. Demolition of overpass structure and plan preparation for such.
2. Install, maintain, repair and renew permanent barricades on both sides of the Road Crossing with such barricades to be located off of Railroad's property and to be in compliance with the plans marked Exhibit B-1, and also all applicable standards and guidelines contained in the current Manual on Uniform Traffic Control Devices ("MUTCD").
3. Provide and install new advance street signs and pavement markings to indicate that the Road Crossing is closed, with such signage to be in compliance with applicable current MUTCD standards and guidelines.
4. Remove all bridge approaches on and leading up to the Railroad's right of way.
5. Restore drainage

Exhibit C

Estimate Cover Page

(See attached)

EXHIBIT C-1

ESTIMATE OF FORCE ACCOUNT WORK BY THE UNION PACIFIC RAILROAD COMPANY

DESCRIPTION OF WORK: Engineering and other related services for work to be performed within railroad right of way. This includes railroad flagging services, project and construction management during construction activities in railroad right of way. All necessary railroad services will be billed at actual cost.

DATE:
9/22/2021

LOCATION: Hastings DOT: 814729E	SUBDIVISION Marysville	STATE: NE

DESCRIPTION	LABOR	MATERIAL	UP %0	Agency % 100	TOTAL
ENGINEERING					
Project Management	\$ 25,000	\$ -	\$ -	\$ 25,000	\$ 25,000
Construction Submittals	\$ 5,000	\$ -	\$ -	\$ 5,000	\$ 5,000
Construction Management	\$ 47,500	\$ -	\$ -	\$ 47,500	\$ 47,500
Final Inspection	\$ 2,500	\$ -	\$ -	\$ 2,500	\$ 2,500
FLAGGING / INSPECTION SERVICES					
RATE (per day)	\$ 1,400				
Estimated # Days of Flagging	20	\$ 28,000	\$ -	\$ 28,000	\$28,000
TOTAL PROJECT:	\$ 108,000	\$ -	\$ -	\$ 108,000	\$108,000

TOTAL ESTIMATED COST: **\$108,000**

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION.
IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF
MATERIAL OR LABOR REQUIRED, THE RAILROAD WILL BILL FOR ACTUAL
COSTS AT THE CURRENT RATES EFFECTIVE THEREOF.

Flagging may be performed by a third-party contractor. Any flagging performed by a third-party contractor will be billed at said third-party contractor rate not included in the above estimate. Alternatively, the Agency may enter into a separate agreement with third-party contractor and will be responsible for all actual costs incurred.

Exhibit D

Reimbursement Method

Agency agrees to reimburse Railroad for One Hundred Percent (100%) of actual costs incurred by Railroad in connection with the Railroad Work. During the performance of the Railroad Work, Railroad will provide progressive billing to Agency based on Railroad's actual costs. Within one hundred twenty (120) days after completion of the Project, Railroad will submit a final billing to Agency for any balance owed Railroad in connection with the Railroad Work. Agency shall pay Railroad within thirty (30) days after Agency's receipt of any progressive and final bills submitted by Railroad.

APPENDIX C
Union Pacific Contractor's Right of Entry
Agreement



4 STEP PROCESS FOR THE CONTRACTOR'S RIGHT OF ENTRY

1. Fill out the attached CROE using the base agreement for the work between the agency (City/County/State/Company) and Union Pacific as your guide and sign the CROE. There is an example attached and then a blank CROE for the Contractor's use. If the contractor does not have a copy of the base agreement, the contractor needs to obtain one from the agency.

Note: Union Pacific will fill in Article 4 referencing the Railroad Representative upon receipt.

2. Submit the administrative fee of \$1,025 via the payment methods one-pager on how to submit a payment. **DO NOT FORGET TO REFERENCE YOUR FOLDER/PROJECT NUMBER ON YOUR PAYMENT SUBMISSION!**

3. The CROE Agreement should be e-mailed to dclaplante@up.com for Illinois, California, and Wisconsin and to cjmoore@up.com for any other state.

4. Once the CROE Agreement and payment have been received, please allow a minimum of 30 days to process the CROE and return a fully executed agreement.

**IF THE CROE IS NOT FILLED OUT PER THESE
INSTRUCTIONS, IT WILL BE REJECTED.**

Attachments to this document should include:

- 1. The 4 Step Process for the Contractor's Right of Entry**
- 2. Payment Methods**
- 3. Example of a CROE**
- 4. A blank CROE to be filled out by Contractor.**

- Methods of Payments

Real Estate Invoices

ACH Payment

- Send ACH Payments to:
 - Name = Bank of America, Dallas, TX
 - Account = 3750920631
 - Routing = 1110-0001-2
 - Reference = Invoice Number (if applicable) or Folder Number

Wire Transfer

- Send Wire Transfers to:
 - Name = Bank of America, Dallas, TX
 - Account = 3750920631
 - Routing = 0260-0959-3
 - Reference = Invoice Number (if applicable) or Folder Number

Check

- Send Check to:
 - Union Pacific Railroad Company
 - 12567 Collection Center Drive
 - Chicago, IL 60693
- Include in remittance information your invoice Number (if applicable) or Folder Number

Credit Card

- We currently do not offer a credit card option

Project # _____

CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the 1st day of January, 2035,
by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and
John Smith Paving (The name of the Contractor's Business), a (type of company- LLC, S-Corp, incorporated...) corporation ("Contractor").

RECITALS:

Contractor has been hired by The City, County, State or Private Company. to perform work
relating to The work that is outlined in the base agreement between City and UP - signal
interconnect/preeemption, etc. Review the base agreement so you know!
(the "work") with all or a portion of such work to be performed on property of Railroad in the vicinity of Railroad's Milepost
123.45 on Railroad's Watchthechoochoo [Subdivision or Branch] [at or near DOT No.
6 digits and Alpha - 123456P] located at or near Omaha, in Douglas County, State of Nebraska, as such
location is in the general location shown on the print marked **Exhibit A**, attached hereto and hereby made a part hereof,
which work is the subject of a contract dated Date the agreement was signed
between UP and the agency between Railroad and
The City, County, State or Private Company.

Railroad is willing to permit Contractor to perform the work described above at the location described above
subject to the terms and conditions contained in this agreement

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between Railroad and Contractor, as follows:

ARTICLE 1 - DEFINITION OF CONTRACTOR.

For purposes of this agreement, all references in this agreement to Contractor shall include Contractor's
contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. For purposes
of clarity, Contractor agrees that any CIC (defined below) hired by Contractor is a subcontractor of Contractor and
therefore included in the defined term Contractor pursuant to the foregoing sentence.

ARTICLE 2 - RIGHT GRANTED; PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each
and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the
property described in the Recitals for the purpose of performing the work described in the Recitals above. The right
herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as
designated by the Railroad Representative named in Article 4.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B AND C

The terms and conditions contained in **Exhibit B** and **Exhibit C**, attached hereto, are hereby made a part of this
agreement.

ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.

A. Contractor shall bear any and all costs and expenses associated with any work performed by Contractor
(including without limitation any CIC), or any costs or expenses incurred by Railroad relating to this agreement.

B. Contractor shall coordinate all of its work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

<----- This contact will be the local Manager of Track Maintenance (MTM). The Railroad will provide the contact upon receipt of this CROE from the Contractor. **DO NOT CALL AND/OR E-MAIL REQUESTING THIS INFORMATION.**

C. Contractor, at its own expense, shall adequately police and supervise all work to be performed by Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the work, or by Railroad's collaboration in performance of any work, or by the presence at the work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this agreement and continue until this agreement is terminated as provided in this agreement or until the Contractor has completed all work on Railroad's property.

ARTICLE 6 - TERM; TERMINATION.

A. The grant of right herein made to Contractor shall commence on the date of this agreement, and continue until Allow ample time to complete the work, but no more than necessary, including delays. Usually this is between 1-2 yrs unless sooner terminated as herein provided, or at such time as Contractor has completed its work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its work on Railroad's property.

B. This agreement may be terminated by either party on ten (10) days written notice to the other party.

ARTICLE 7 - CERTIFICATE OF INSURANCE.

A. Before commencing any work and throughout the entire term of this Agreement, Contractor, at its expense, shall procure and maintain in full force and effect the types and minimum limits of insurance specified in **Exhibit C** of this agreement and require each of its subcontractors to include the insurance endorsements as required under Section 12 of **Exhibit B** of this agreement.

B. Not more frequently than once every two (2) years, Railroad may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

C. Upon request of Railroad, Contractor shall provide to Railroad a certificate issued by its insurance carrier evidencing the insurance coverage required under **Exhibit B**.

D. Contractor understands and accepts that the terms of this Article are wholly separate from and independent of the terms of any indemnity provisions contained in this Agreement.

D. Upon request of Railroad, insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

Union Pacific Railroad Company
1400 Douglas Street, Stop 1690
Omaha, NE 68179
Attn: Manager
Folder or Project No. _____

<----- Fill this in with the project or folder number

ARTICLE 8 - PRECONSTRUCTION MEETING.

If the work to be performed by the Contractor will involve the Railroad providing any flagging protection (or if a CIC is approved to provide flagging protection pursuant to the terms set forth herein) and/or there is separate work to be performed by the Railroad, the Contractor confirms that no work shall commence until the Railroad and Contractor participate in a preconstruction meeting involving flagging procedures and coordination of work activities of the Contractor and the Railroad (and any CIC, as applicable.)

ARTICLE 9. DISMISSAL OF CONTRACTOR'S EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

ARTICLE 10. ADMINISTRATIVE FEE.

Upon the execution and delivery of this agreement, Contractor shall pay to Railroad One Thousand Twenty Five Dollars (\$1,025.00) as reimbursement for clerical, administrative and handling expenses in connection with the processing of this agreement.

ARTICLE 11. CROSSINGS; COMPLIANCE WITH MUTCD AND FRA GUIDELINES.

A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

ARTICLE 12.- EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By: _____
Title: _____

(Entity Name of Contractor)

By: _____
Title: _____
Printed Name: _____
E-Mail: _____
Phone: _____

**DONT JUST STOP HERE WHEN PRINTING OR
SCANNING! ALL PAGES MUST BE INCLUDED
WHEN RETURNING THIS DOCUMENT TO
UNION PACIFIC INCLUDING THE EXHIBIT A. IF
THERE IS NOT AN EXHIBIT A SHOWING THE
LOCATION, MAKE ONE!**

READ THIS - - SUPER IMPORTANT!

EXHIBIT A
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Exhibit A will be a print showing the general location of the work site.

EXHIBIT B
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Section 1. NOTICE OF COMMENCEMENT OF WORK - RAILROAD FLAGGING - PRIVATE FLAGGING.

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its work and at least thirty (30) working days in advance of proposed performance of any work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track.

B. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad approved flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures.

C. Contractor shall be permitted to hire a private contractor to perform flagging or other special protective or safety measures (such private contractor being commonly known in the railroad industry as a contractor-in-charge ("CIC")) in lieu of Railroad providing such services or in concert with Railroad providing such services, subject to prior written approval by Railroad, which approval shall be in Railroad's sole and absolute discretion. If Railroad agrees to permit Contractor to utilize a CIC pursuant to the preceding sentence, Contractor shall obtain Railroad's prior approval in writing for each of the following items, as determined in all respects in Railroad's sole and absolute discretion: (i) the identity of the third-party performing the role of CIC; (ii) the scope of the services to be performed for the project by the approved CIC; and (iii) any other terms and conditions governing such services to be provided by the CIC. If flagging or other special protective or safety measures are performed by an approved CIC, Contractor shall be solely responsible for (and shall timely pay such CIC for) its services. Railroad reserves the right to rescind any approval pursuant to this Section 1, Subsection C., in whole or in part, at any time, as determined in Railroad's sole and absolute discretion.

D. If any flagging or other special protective or safety measures are performed by employees of Railroad and/or any contractor of Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing.

E. If any flagging or other special protective or safety measures are performed by Railroad or a CIC, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this agreement.

F. The provisions set forth in this subsection are only applicable for Flagging Services performed by employees of Railroad: the rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with labor agreements and schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges. If flagging is performed by Railroad, reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work.

Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the work to be performed by Contractor caused by such railroad operations and work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any work to be performed by Contractor.

Section 4. LIENS.

Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is,

Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.

B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD RAILROAD HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) ARISING OUT OF ANY ACT OR OMISSION OF CONTRACTOR, ITS AGENTS AND/OR EMPLOYEES, THAT CAUSES OR CONTRIBUTES TO (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON RAILROAD'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON RAILROAD'S PROPERTY. CONTRACTOR SHALL NOT HAVE OR SEEK RECOURSE AGAINST RAILROAD FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING RAILROAD'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON RAILROAD'S PROPERTY.

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the work covered by this agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad property performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Contractor shall, at a minimum, comply with Railroad's then current safety standards located at the below web address ("Railroad's Safety Standards") to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's Safety Standards are contrary to good safety practices. Contractor shall furnish copies of Railroad's Safety Standards to each of its employees before they enter Railroad property.

http://www.up.com/cs/groups/public/@uprr/@suppliers/documents/up_pdf_nativedocs/pdf_up_supplier_safety_req.pdf

B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.

D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this agreement shall control if there are any inconsistencies between this agreement and the Safety Plan.

Section 8. INDEMNITY.

A. TO THE EXTENT NOT PROHIBITED BY APPLICABLE STATUTE, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS RAILROAD, ITS AFFILIATES, AND ITS AND THEIR OFFICERS,

AGENTS AND EMPLOYEES (INDIVIDUALLY AN "INDEMNIFIED PARTY" OR COLLECTIVELY "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, INJURY, LIABILITY, CLAIM, DEMAND, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S, CONSULTANT'S AND EXPERT'S FEES, AND COURT COSTS), FINE OR PENALTY (COLLECTIVELY, "LOSS") INCURRED BY ANY PERSON (INCLUDING, WITHOUT LIMITATION, ANY INDEMNIFIED PARTY, CONTRACTOR, OR ANY EMPLOYEE OF CONTRACTOR OR OF ANY INDEMNIFIED PARTY) ARISING OUT OF OR IN ANY MANNER CONNECTED WITH (I) ANY WORK PERFORMED BY CONTRACTOR, OR (II) ANY ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS OR EMPLOYEES, OR (III) ANY BREACH OF THIS AGREEMENT BY CONTRACTOR.

B. THE RIGHT TO INDEMNITY UNDER THIS SECTION 8 SHALL ACCRUE UPON OCCURRENCE OF THE EVENT GIVING RISE TO THE LOSS, AND SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF ANY INDEMNIFIED PARTY, EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE ACTIVE NEGLIGENCE OF AN INDEMNIFIED PARTY AS ESTABLISHED BY THE FINAL JUDGMENT OF A COURT OF COMPETENT JURISDICTION. THE SOLE ACTIVE NEGLIGENCE OF ANY INDEMNIFIED PARTY SHALL NOT BAR THE RECOVERY OF ANY OTHER INDEMNIFIED PARTY.

C. CONTRACTOR EXPRESSLY AND SPECIFICALLY ASSUMES POTENTIAL LIABILITY UNDER THIS SECTION 8 FOR CLAIMS OR ACTIONS BROUGHT BY CONTRACTOR'S OWN EMPLOYEES. CONTRACTOR WAIVES ANY IMMUNITY IT MAY HAVE UNDER WORKER'S COMPENSATION OR INDUSTRIAL INSURANCE ACTS TO INDEMNIFY THE INDEMNIFIED PARTIES UNDER THIS SECTION 8. CONTRACTOR ACKNOWLEDGES THAT THIS WAIVER WAS MUTUALLY NEGOTIATED BY THE PARTIES HERETO.

D. NO COURT OR JURY FINDINGS IN ANY EMPLOYEE'S SUIT PURSUANT TO ANY WORKER'S COMPENSATION ACT OR THE FEDERAL EMPLOYERS' LIABILITY ACT AGAINST A PARTY TO THIS AGREEMENT MAY BE RELIED UPON OR USED BY CONTRACTOR IN ANY ATTEMPT TO ASSERT LIABILITY AGAINST ANY INDEMNIFIED PARTY.

E. THE PROVISIONS OF THIS SECTION 8 SHALL SURVIVE THE COMPLETION OF ANY WORK PERFORMED BY CONTRACTOR OR THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. IN NO EVENT SHALL THIS SECTION 8 OR ANY OTHER PROVISION OF THIS AGREEMENT BE DEEMED TO LIMIT ANY LIABILITY CONTRACTOR MAY HAVE TO ANY INDEMNIFIED PARTY BY STATUTE OR UNDER COMMON LAW.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this agreement shall be effective unless made in writing and signed by Contractor and Railroad. This agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" on the subcontractor's Commercial General Liability policy and Umbrella or Excess policies (if applicable) with respect to all liabilities arising out of the subcontractor's performance of work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

EXHIBIT C
TO
CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT

Union Pacific Railroad Company
Insurance Requirements For
Contractor's Right of Entry Agreement

During the entire term of this Agreement and course of the Project, and until all Project work on Railroad's property has been completed and all equipment and materials have been removed from Railroad's property and Railroad's property has been clean and restored to Railroad's satisfaction, Contractor shall, at its sole cost and expense, procure and maintain the following insurance coverage:

- A. Commercial General Liability** insurance. Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

- B. Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

- C. Workers' Compensation and Employers' Liability** insurance. Coverage must include but not be limited to:
- Contractor's statutory liability under the workers' compensation laws of the state where the work is being performed.
 - Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

- D. Railroad Protective Liability** insurance. Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to procure the insurance coverage required by this agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.

- E. Umbrella or Excess insurance.** If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.
- F. Pollution Liability insurance.** Pollution liability coverage must be included when the scope of the work as defined in the agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. Any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of work as defined in this agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

Other Requirements

- G.** All policy(ies) required above (except business automobile, worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall not be limited by Contractor's liability under the indemnity provisions of this agreement. BOTH CONTRACTOR AND RAILROAD EXPECT THAT UNION PACIFIC RAILROAD COMPANY WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORMS CG 20 10 AND CG 20 37.
- H.** Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.
- I.** Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Contractor required in this agreement where prohibited by law. This waiver must be stated on the certificate of insurance.
- J.** Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this agreement.
- K.** All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the work is being performed.
- L.** The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20_____, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and _____, a _____ corporation ("Contractor").

RECITALS:

Contractor has been hired by _____ to perform work relating to _____ (the "work") with all or a portion of such work to be performed on property of Railroad in the vicinity of Railroad's Milepost _____ on Railroad's _____ [Subdivision or Branch] [at or near DOT No. _____] located at or near _____, in _____ County, State of _____, as such location is in the general location shown on the print marked **Exhibit A**, attached hereto and hereby made a part hereof, which work is the subject of a contract dated _____ between Railroad and _____.

Railroad is willing to permit Contractor to perform the work described above at the location described above subject to the terms and conditions contained in this agreement

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between Railroad and Contractor, as follows:

ARTICLE 1 - DEFINITION OF CONTRACTOR.

For purposes of this agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. For purposes of clarity, Contractor agrees that any CIC (defined below) hired by Contractor is a subcontractor of Contractor and therefore included in the defined term Contractor pursuant to the foregoing sentence.

ARTICLE 2 - RIGHT GRANTED; PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B, C AND D.

The terms and conditions contained in **Exhibit B** and **Exhibit C**, attached hereto, are hereby made a part of this agreement.

ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.

A. Contractor shall bear any and all costs and expenses associated with any work performed by Contractor (including without limitation any CIC), or any costs or expenses incurred by Railroad relating to this agreement.

B. Contractor shall coordinate all of its work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

C. Contractor, at its own expense, shall adequately police and supervise all work to be performed by Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the work, or by Railroad's collaboration in performance of any work, or by the presence at the work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this agreement and continue until this agreement is terminated as provided in this agreement or until the Contractor has completed all work on Railroad's property.

ARTICLE 6 - TERM; TERMINATION.

A. The grant of right herein made to Contractor shall commence on the date of this agreement, and continue until _____, unless sooner terminated as herein provided, or at such time as Contractor has completed its work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its work on Railroad's property.

B. This agreement may be terminated by either party on ten (10) days written notice to the other party.

ARTICLE 7 - CERTIFICATE OF INSURANCE.

A. Before commencing any work and throughout the entire term of this Agreement, Contractor, at its expense, shall procure and maintain in full force and effect the types and minimum limits of insurance specified in **Exhibit C** of this agreement and require each of its subcontractors to include the insurance endorsements as required under Section 12 of **Exhibit B** of this agreement.

B. Not more frequently than once every two (2) years, Railroad may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

C. Upon request of Railroad, Contractor shall provide to Railroad a certificate issued by its insurance carrier evidencing the insurance coverage required under **Exhibit B**.

D. Contractor understands and accepts that the terms of this Article are wholly separate from and independent of the terms of any indemnity provisions contained in this Agreement.

D. Upon request of Railroad, insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

Union Pacific Railroad Company

[Insert mailing address]

Attn: _____
Folder No. _____

ARTICLE 8 - PRECONSTRUCTION MEETING.

If the work to be performed by the Contractor will involve the Railroad providing any flagging protection (or if a CIC is approved to provide flagging protection pursuant to the terms set forth herein) and/or there is separate work to be performed by the Railroad, the Contractor confirms that no work shall commence until the Railroad and Contractor participate in a preconstruction meeting involving flagging procedures and coordination of work activities of the Contractor and the Railroad (and any CIC, as applicable.)

ARTICLE 9. DISMISSAL OF CONTRACTOR'S EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

ARTICLE 10. ADMINISTRATIVE FEE.

Upon the execution and delivery of this agreement, Contractor shall pay to Railroad _____ Dollars (\$_____) as reimbursement for clerical, administrative and handling expenses in connection with the processing of this agreement.

ARTICLE 11. CROSSINGS; COMPLIANCE WITH MUTCD AND FRA GUIDELINES.

A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

ARTICLE 12.- EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By: _____
Title: _____

(Entity Name of Contractor)

By: _____
Title: _____
Printed Name: _____
E-Mail: _____
Phone: _____

EXHIBIT A
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Exhibit A will be a print showing the general location of the work site.

EXHIBIT B
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Section 1. NOTICE OF COMMENCEMENT OF WORK - RAILROAD FLAGGING - PRIVATE FLAGGING.

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its work and at least thirty (30) working days in advance of proposed performance of any work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track.

B. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad approved flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures.

C. Contractor shall be permitted to hire a private contractor to perform flagging or other special protective or safety measures (such private contractor being commonly known in the railroad industry as a contractor-in-charge ("CIC")) in lieu of Railroad providing such services or in concert with Railroad providing such services, subject to prior written approval by Railroad, which approval shall be in Railroad's sole and absolute discretion. If Railroad agrees to permit Contractor to utilize a CIC pursuant to the preceding sentence, Contractor shall obtain Railroad's prior approval in writing for each of the following items, as determined in all respects in Railroad's sole and absolute discretion: (i) the identity of the third-party performing the role of CIC; (ii) the scope of the services to be performed for the project by the approved CIC; and (iii) any other terms and conditions governing such services to be provided by the CIC. If flagging or other special protective or safety measures are performed by an approved CIC, Contractor shall be solely responsible for (and shall timely pay such CIC for) its services. Railroad reserves the right to rescind any approval pursuant to this Section 1, Subsection C., in whole or in part, at any time, as determined in Railroad's sole and absolute discretion.

D. If any flagging or other special protective or safety measures are performed by employees of Railroad and/or any contractor of Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing.

E. If any flagging or other special protective or safety measures are performed by Railroad or a CIC, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this agreement.

F. The provisions set forth in this subsection are only applicable for Flagging Services performed by employees of Railroad: the rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with labor agreements and schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges. If flagging is performed by Railroad, reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work.

Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the work to be performed by Contractor caused by such railroad operations and work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any work to be performed by Contractor.

Section 4. LIENS.

Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is,

Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.

B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD RAILROAD HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) ARISING OUT OF ANY ACT OR OMISSION OF CONTRACTOR, ITS AGENTS AND/OR EMPLOYEES, THAT CAUSES OR CONTRIBUTES TO (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON RAILROAD'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON RAILROAD'S PROPERTY. CONTRACTOR SHALL NOT HAVE OR SEEK RECOURSE AGAINST RAILROAD FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING RAILROAD'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON RAILROAD'S PROPERTY.

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the work covered by this agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad property performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Contractor shall, at a minimum, comply with Railroad's then current safety standards located at the below web address ("Railroad's Safety Standards") to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's Safety Standards are contrary to good safety practices. Contractor shall furnish copies of Railroad's Safety Standards to each of its employees before they enter Railroad property.

http://www.up.com/cs/groups/public/@uprr/@suppliers/documents/up_pdf_nativedocs/pdf_up_supplier_safety_req.pdf

B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.

D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this agreement shall control if there are any inconsistencies between this agreement and the Safety Plan.

Section 8. INDEMNITY.

A. TO THE EXTENT NOT PROHIBITED BY APPLICABLE STATUTE, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS RAILROAD, ITS AFFILIATES, AND ITS AND THEIR OFFICERS,

AGENTS AND EMPLOYEES (INDIVIDUALLY AN "INDEMNIFIED PARTY" OR COLLECTIVELY "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, INJURY, LIABILITY, CLAIM, DEMAND, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S, CONSULTANT'S AND EXPERT'S FEES, AND COURT COSTS), FINE OR PENALTY (COLLECTIVELY, "LOSS") INCURRED BY ANY PERSON (INCLUDING, WITHOUT LIMITATION, ANY INDEMNIFIED PARTY, CONTRACTOR, OR ANY EMPLOYEE OF CONTRACTOR OR OF ANY INDEMNIFIED PARTY) ARISING OUT OF OR IN ANY MANNER CONNECTED WITH (I) ANY WORK PERFORMED BY CONTRACTOR, OR (II) ANY ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS OR EMPLOYEES, OR (III) ANY BREACH OF THIS AGREEMENT BY CONTRACTOR.

B. THE RIGHT TO INDEMNITY UNDER THIS SECTION 8 SHALL ACCRUE UPON OCCURRENCE OF THE EVENT GIVING RISE TO THE LOSS, AND SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF ANY INDEMNIFIED PARTY, EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE ACTIVE NEGLIGENCE OF AN INDEMNIFIED PARTY AS ESTABLISHED BY THE FINAL JUDGMENT OF A COURT OF COMPETENT JURISDICTION. THE SOLE ACTIVE NEGLIGENCE OF ANY INDEMNIFIED PARTY SHALL NOT BAR THE RECOVERY OF ANY OTHER INDEMNIFIED PARTY.

C. CONTRACTOR EXPRESSLY AND SPECIFICALLY ASSUMES POTENTIAL LIABILITY UNDER THIS SECTION 8 FOR CLAIMS OR ACTIONS BROUGHT BY CONTRACTOR'S OWN EMPLOYEES. CONTRACTOR WAIVES ANY IMMUNITY IT MAY HAVE UNDER WORKER'S COMPENSATION OR INDUSTRIAL INSURANCE ACTS TO INDEMNIFY THE INDEMNIFIED PARTIES UNDER THIS SECTION 8. CONTRACTOR ACKNOWLEDGES THAT THIS WAIVER WAS MUTUALLY NEGOTIATED BY THE PARTIES HERETO.

D. NO COURT OR JURY FINDINGS IN ANY EMPLOYEE'S SUIT PURSUANT TO ANY WORKER'S COMPENSATION ACT OR THE FEDERAL EMPLOYERS' LIABILITY ACT AGAINST A PARTY TO THIS AGREEMENT MAY BE RELIED UPON OR USED BY CONTRACTOR IN ANY ATTEMPT TO ASSERT LIABILITY AGAINST ANY INDEMNIFIED PARTY.

E. THE PROVISIONS OF THIS SECTION 8 SHALL SURVIVE THE COMPLETION OF ANY WORK PERFORMED BY CONTRACTOR OR THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. IN NO EVENT SHALL THIS SECTION 8 OR ANY OTHER PROVISION OF THIS AGREEMENT BE DEEMED TO LIMIT ANY LIABILITY CONTRACTOR MAY HAVE TO ANY INDEMNIFIED PARTY BY STATUTE OR UNDER COMMON LAW.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this agreement shall be effective unless made in writing and signed by Contractor and Railroad. This agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" on the subcontractor's Commercial General Liability policy and Umbrella or Excess policies (if applicable) with respect to all liabilities arising out of the subcontractor's performance of work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

EXHIBIT C
TO
CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT

Union Pacific Railroad Company
Insurance Requirements For
Contractor's Right of Entry Agreement

During the entire term of this Agreement and course of the Project, and until all Project work on Railroad's property has been completed and all equipment and materials have been removed from Railroad's property and Railroad's property has been clean and restored to Railroad's satisfaction, Contractor shall, at its sole cost and expense, procure and maintain the following insurance coverage:

- A. Commercial General Liability insurance.** Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

- B. Business Automobile Coverage insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

- C. Workers' Compensation and Employers' Liability insurance.** Coverage must include but not be limited to:
- Contractor's statutory liability under the workers' compensation laws of the state where the work is being performed.
 - Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

- D. Railroad Protective Liability insurance.** Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to procure the insurance coverage required by this agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.

- E. Umbrella or Excess insurance.** If Contractor utilizes umbrella or excess policies, these policies must “follow form” and afford no less coverage than the primary policy.
- F. Pollution Liability insurance.** Pollution liability coverage must be included when the scope of the work as defined in the agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. Any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of work as defined in this agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

Other Requirements

- G.** All policy(ies) required above (except business automobile, worker's compensation and employers liability) must include Railroad as “Additional Insured” using ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall not be limited by Contractor's liability under the indemnity provisions of this agreement. BOTH CONTRACTOR AND RAILROAD EXPECT THAT UNION PACIFIC RAILROAD COMPANY WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORMS CG 20 10 AND CG 20 37.
- H.** Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.
- I.** Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Contractor required in this agreement where prohibited by law. This waiver must be stated on the certificate of insurance.
- J.** Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this agreement.
- K.** All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the work is being performed.
- L.** The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

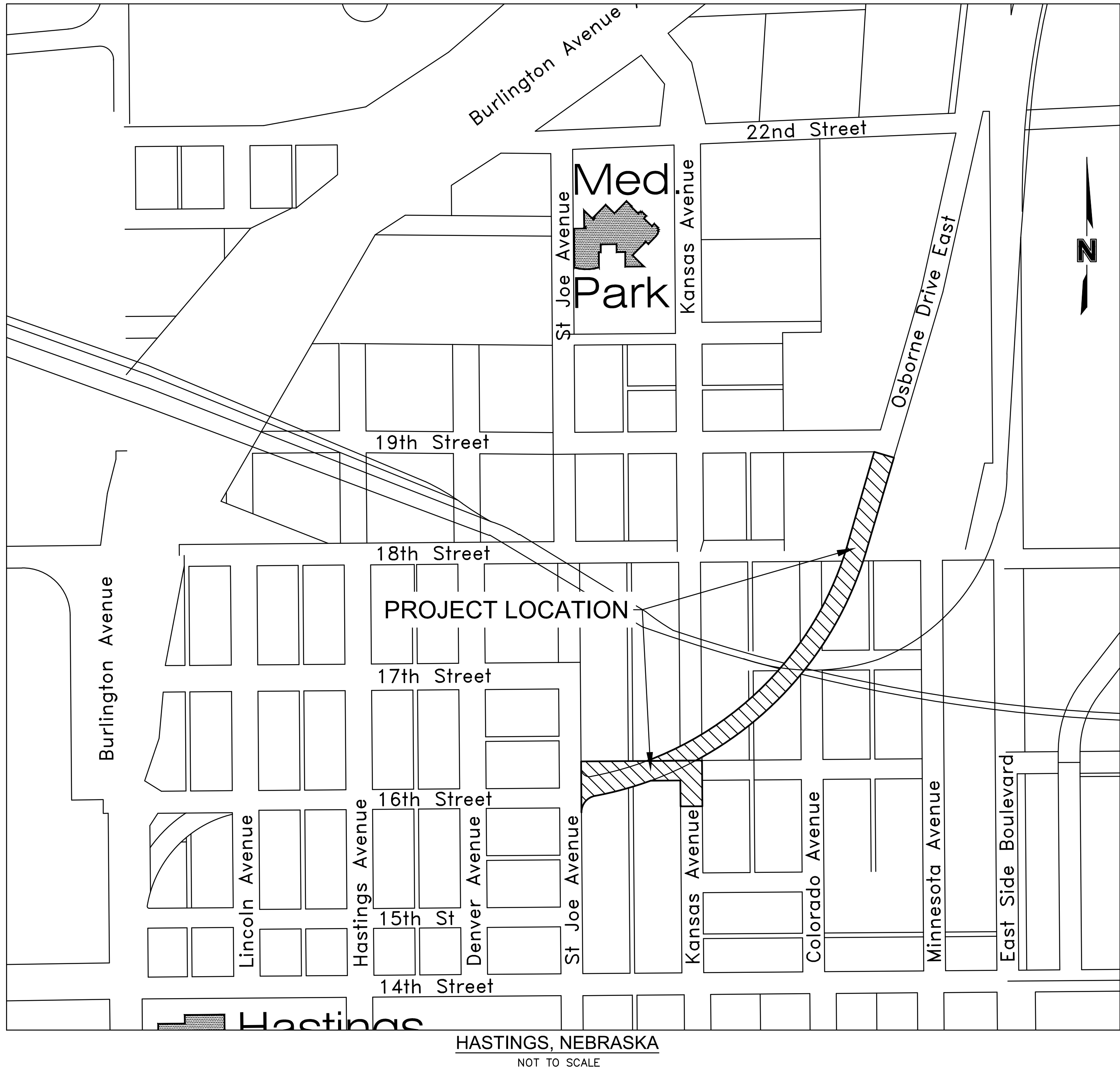
CITY OF HASTINGS

VIADUCT DEMOLITION & 16TH STREET IMPROVEMENTS

HASTINGS, NEBRASKA

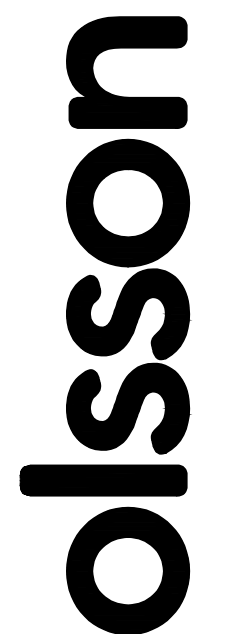
2021

- LEGEND**
- POWER POLE
 - LIGHT POLE
 - GUY WIRE
 - WATER VALVE
 - FIRE HYDRANT
 - WATER WELL
 - GAS METER
 - GAS VALVE
 - SIGN
 - STEEL POST
 - WOOD POST
 - PROPERTY CORNER
 - SURVEY CONTROL POINT
 - SANITARY MANHOLE
 - STORM SEWER MANHOLE
 - WATER LINE
 - UNDERGROUND POWER
 - OVERHEAD POWER
 - STORM PIPE
 - SANITARY SEWER
 - UNDERGROUND TELEPHONE
 - GAS LINE
 - BARBED WIRE FENCE
 - EXISTING CONTOUR LINE
 - PROPOSED CONTOUR LINE
 - DECIDUOUS TREE
 - EVERGREEN TREE
 - BUSH
 - TREE MASS

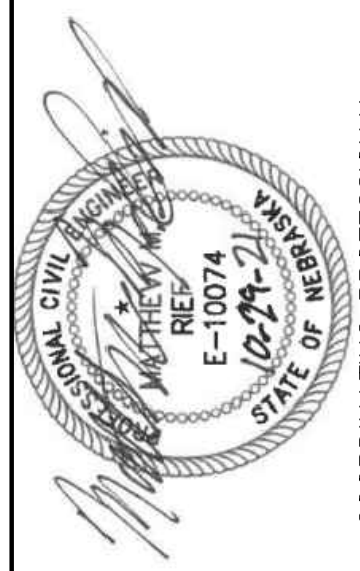


SHEET INDEX	
NUMBER	TITLE
1	COVER SHEET
2-4	GENERAL INFORMATION & DETAILS
5	HORIZONTAL & VERTICAL CONTROL
6	NORTH VIADUCT APPROACH REMOVAL PLAN
7	16TH STREET REMOVAL PLAN
8	NORTH VIADUCT APPROACH GRADING PLAN
9	16TH STREET PLAN & PROFILE
10	16TH STREET CONSTRUCTION PLAN
11	16TH STREET GEOMETRICS, JOINTS & GRADES
12	EROSION CONTROL PLAN
X1-X5	16TH STREET CROSS SECTIONS
SPECIAL PLAN	
1-5	16TH STREET VIADUCT REMOVAL PLANS

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DATE: Oct 29, 2021 8:15am XREFS: C_PTBK_0212395 City of Hastings-HU



1017 W. 2nd Street
Hastings, NE 68901
TEL 402.463.0240
www.olsson.com



COORDINATING PROFESSIONAL

COVER SHEET		REVISIONS	
CITY OF HASTINGS		REV.	DATE
VIADUCT DEMOLITION & 16TH STREET IMPROVEMENTS		NO.	
HASTINGS, NEBRASKA			2021

drawn by: _____ LH

checked by: _____ MMR

approved by: _____ MMR

QA/QC by: _____ ENG

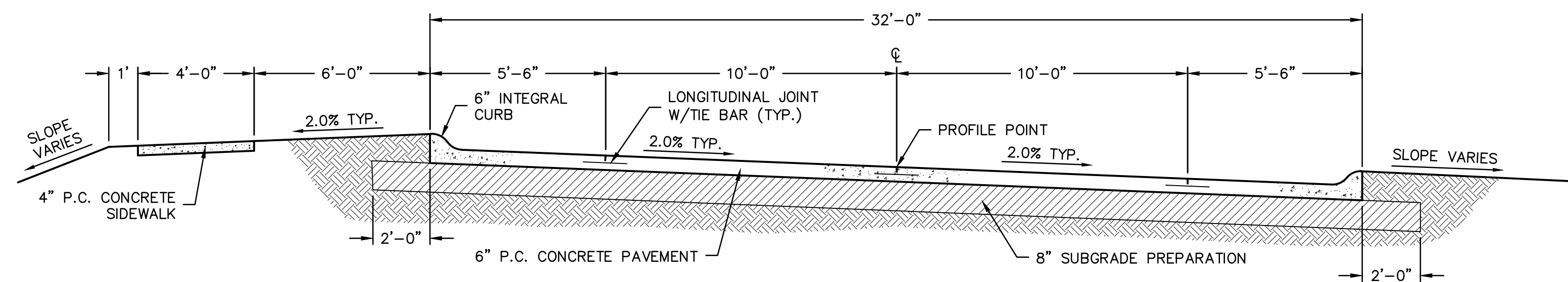
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drawing no.: _____

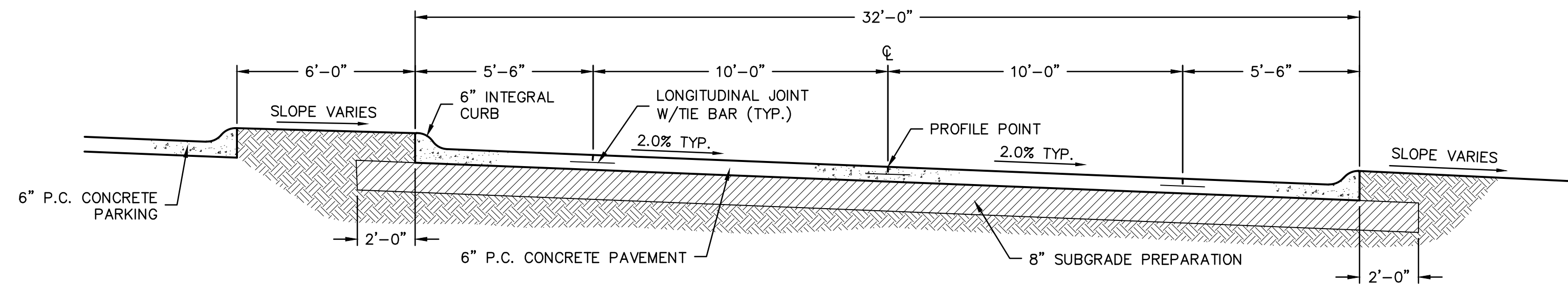
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SHEET

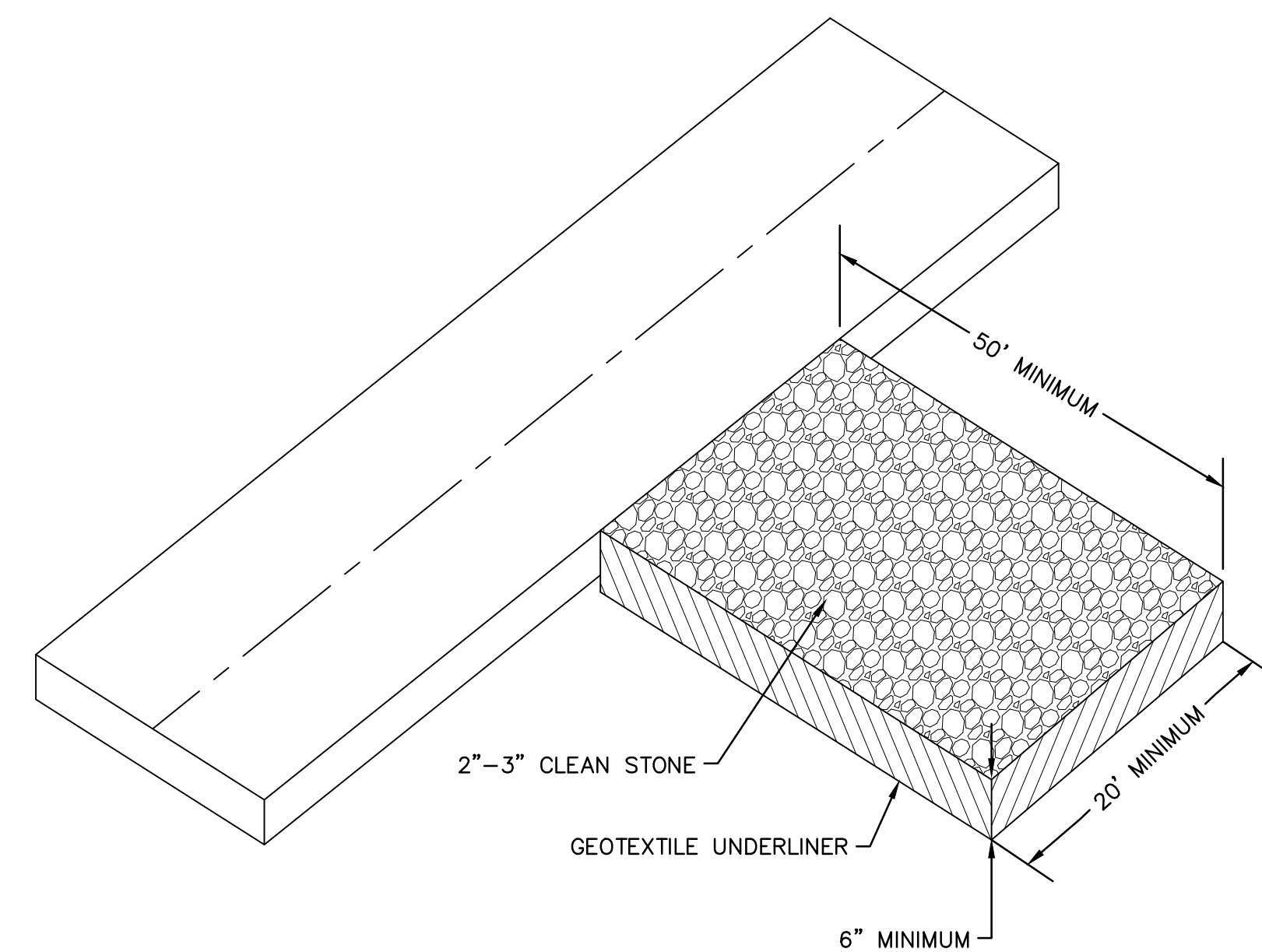
1 of 12



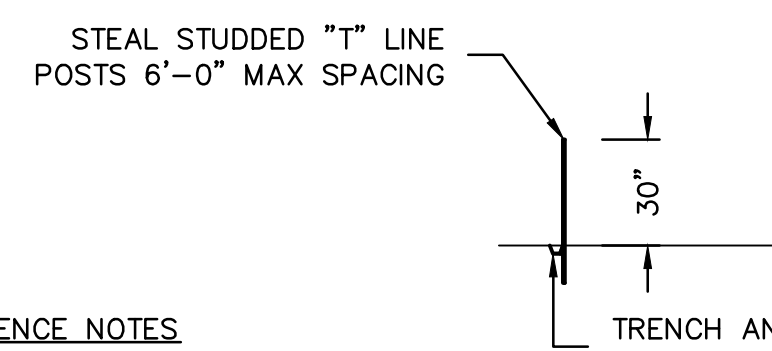
31' B-B TYPICAL SECTION STA. 1+86 TO 3+79
NOT TO SCALE



31' B-B TYPICAL SECTION STA. 3+79 TO 5+86
NOT TO SCALE

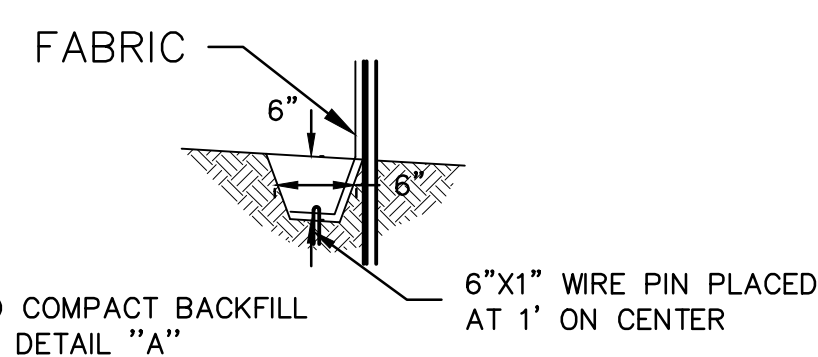


ROCK CONSTRUCTION ENTRANCE/EXIT
NOT TO SCALE

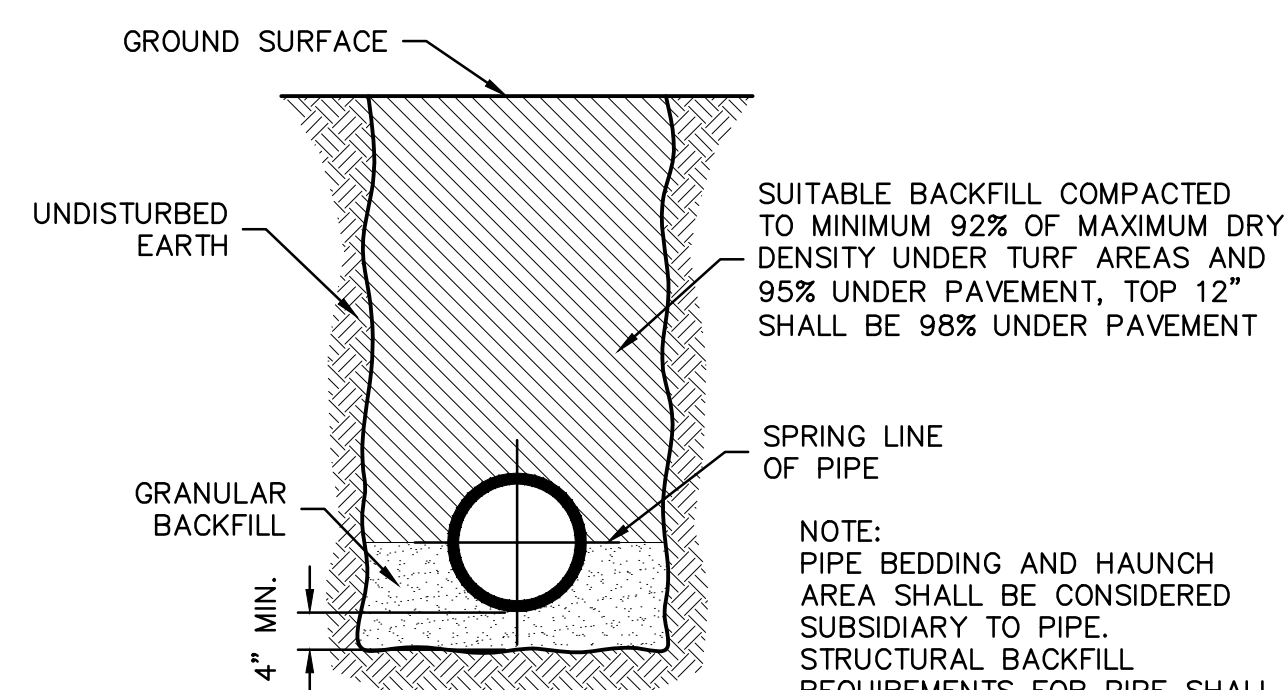


SILT FENCE NOTES

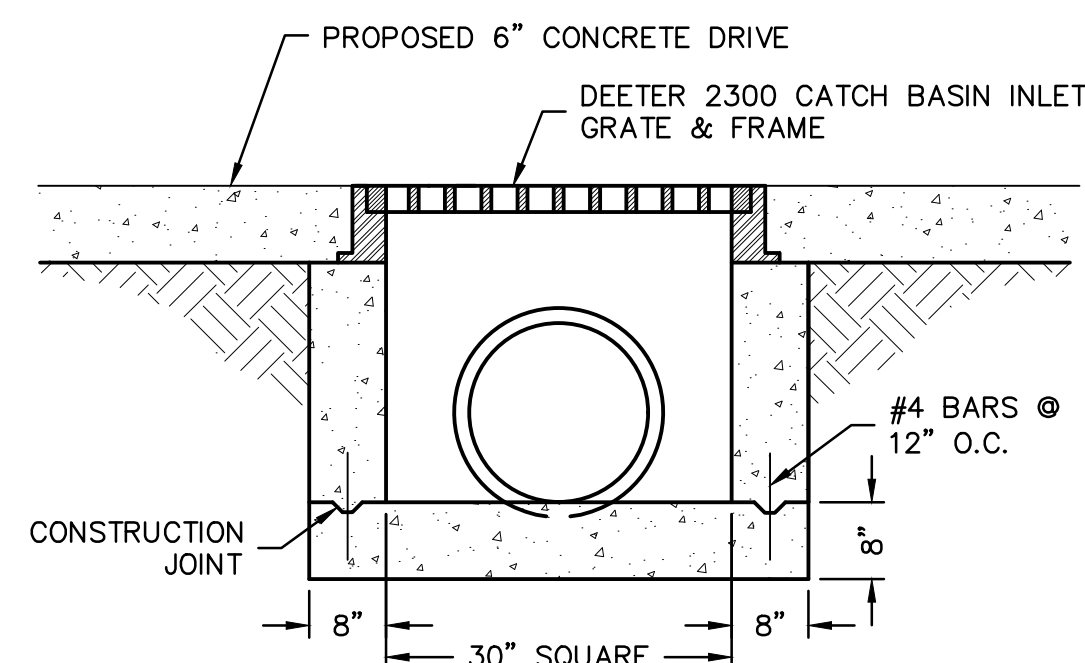
1. SILT FENCE MAY ALSO BE INSTALLED WITH A SILT FENCE PLOW. NO PINNING IS REQUIRED WHEN THE SILT FENCE PLOW IS USED.
2. FOR EACH STEEL STUDDED "T" LINE POST, 3 PLASTIC CABLE TIES ARE REQUIRED.
3. SILT FENCE SHALL BE ON NDOR APPROVED PRODUCTS LIST FOR HIGH POROSITY.



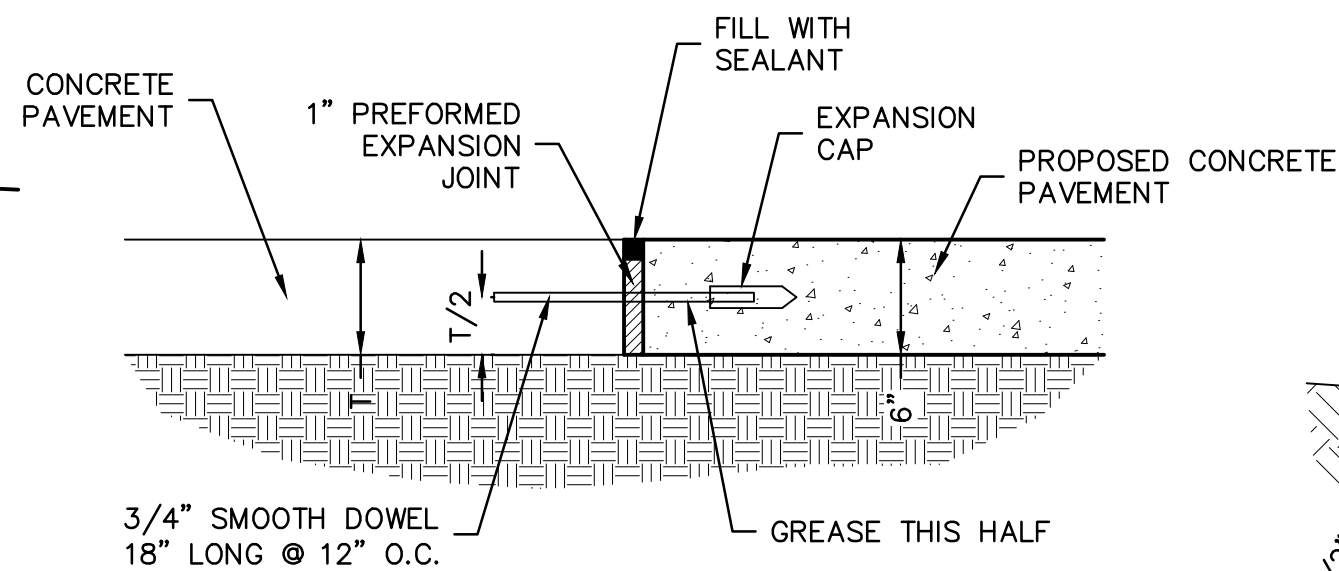
SILT FENCE DETAILS



TRENCH BACKFILL
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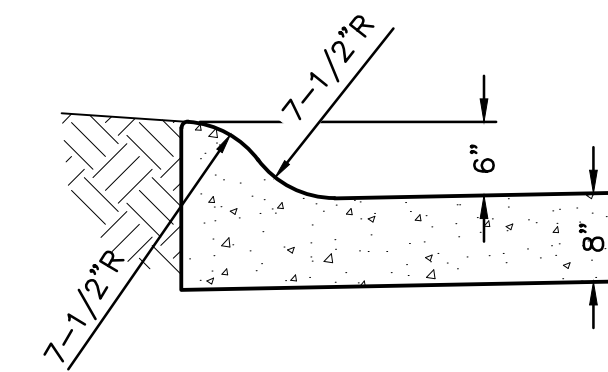


AREA INLET
NOT TO SCALE

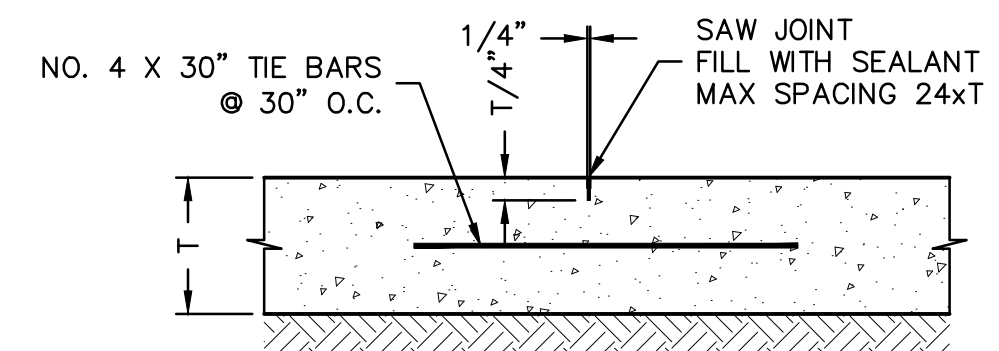


DOWELED EXPANSION JOINT
NOT TO SCALE

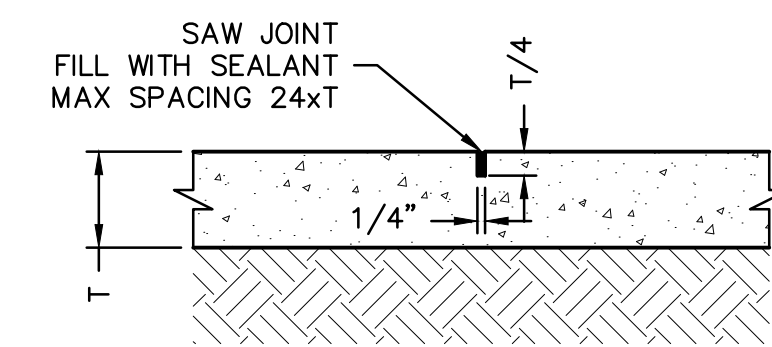
NOTE:
EXPANSION CAP NOT NEEDED WHEN
DRILLING DOWEL INTO SLAB. LEAVE 1"
SPACE BETWEEN DOWEL AND END OF
HOLE WHEN DRILLING



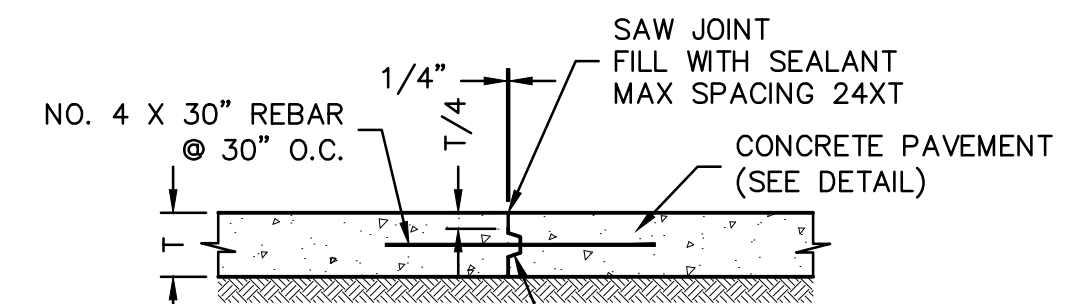
INTEGRAL CURB
NOT TO SCALE



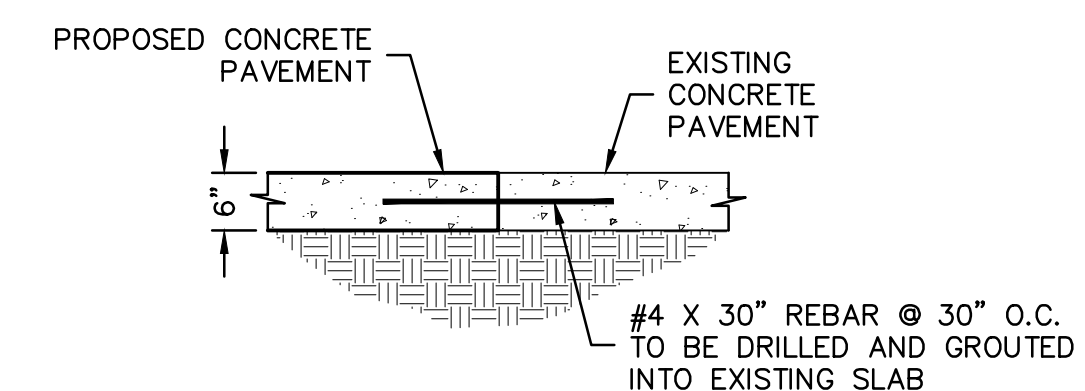
LONGITUDINAL JOINT
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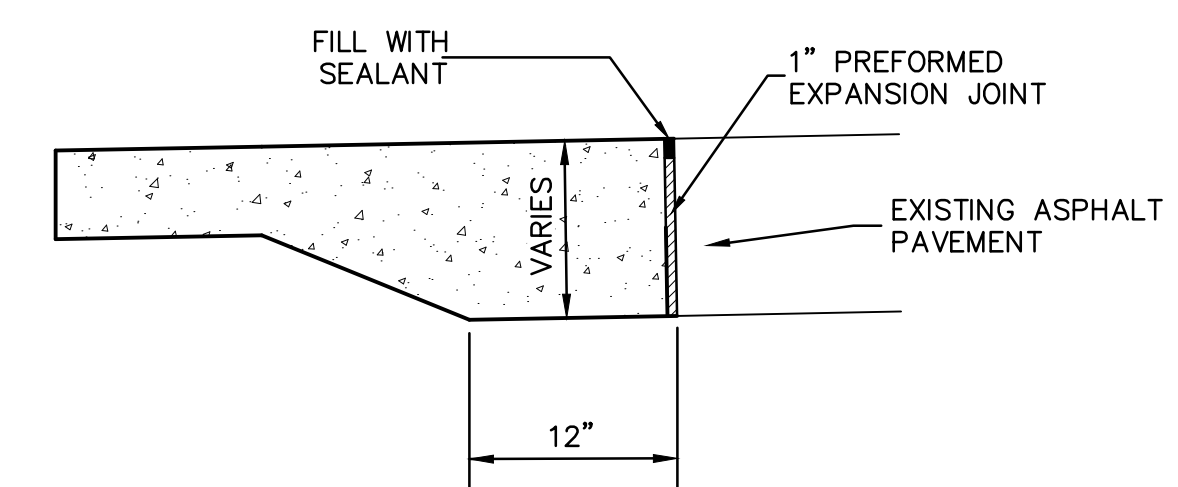
TYPICAL CONTRACTION JOINT
NOT TO SCALE



LONGITUDINAL CONSTRUCTION JOINT
NOT TO SCALE

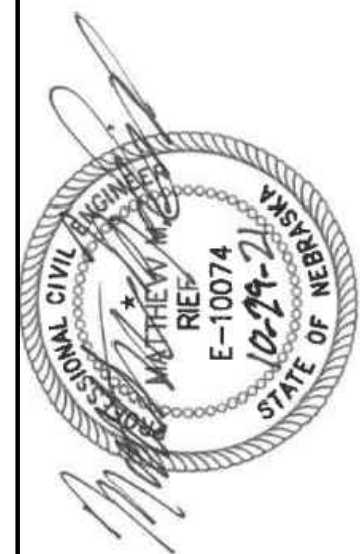


LONGITUDINAL CONSTRUCTION JOINT
NEW TO EXISTING
NOT TO SCALE



MATCH CONCRETE DEPTH TO ASPHALT DEPTH

CONCRETE/ASPHALT TIE IN
NOT TO SCALE

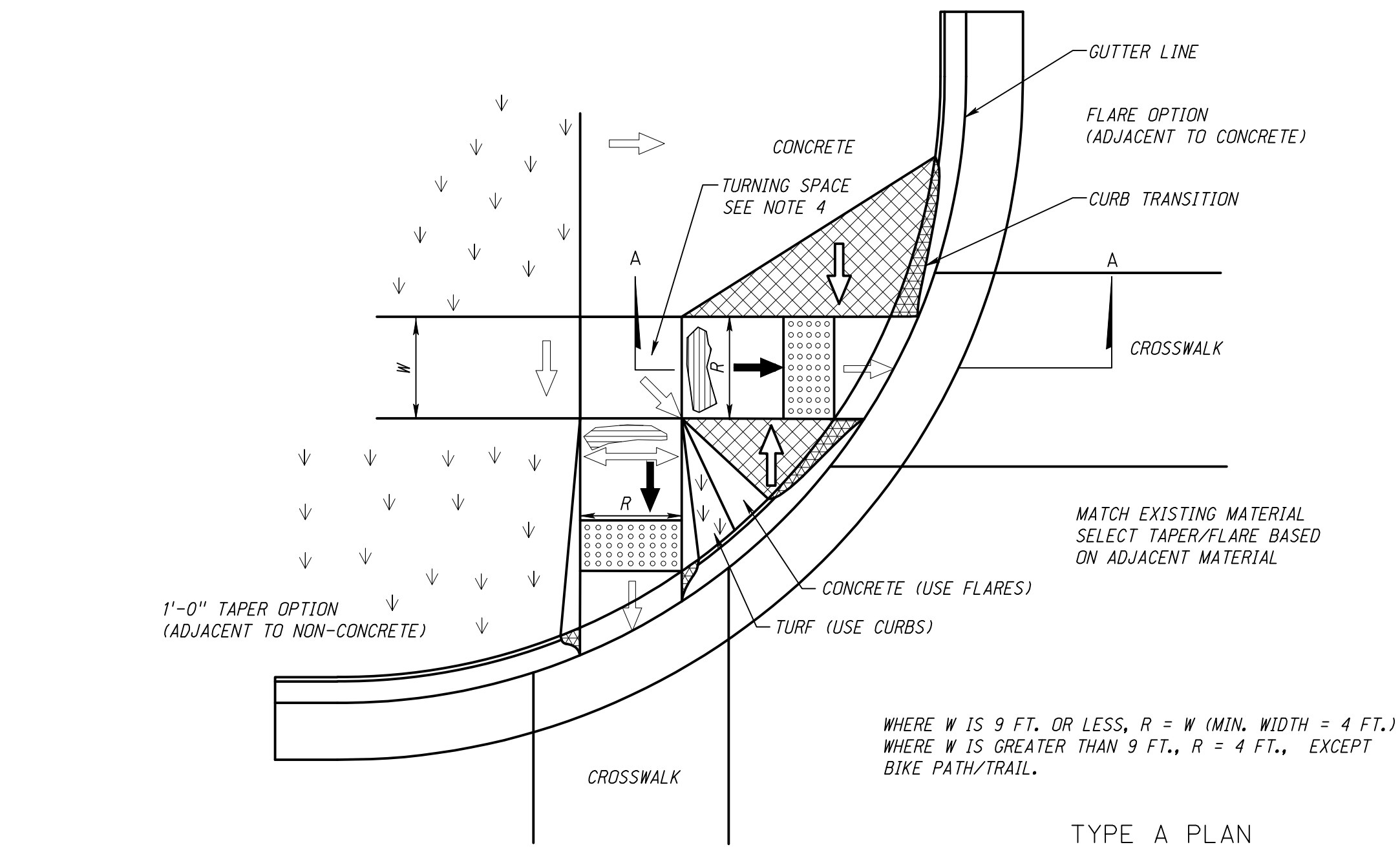
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GENERAL INFORMATION & DETAILS

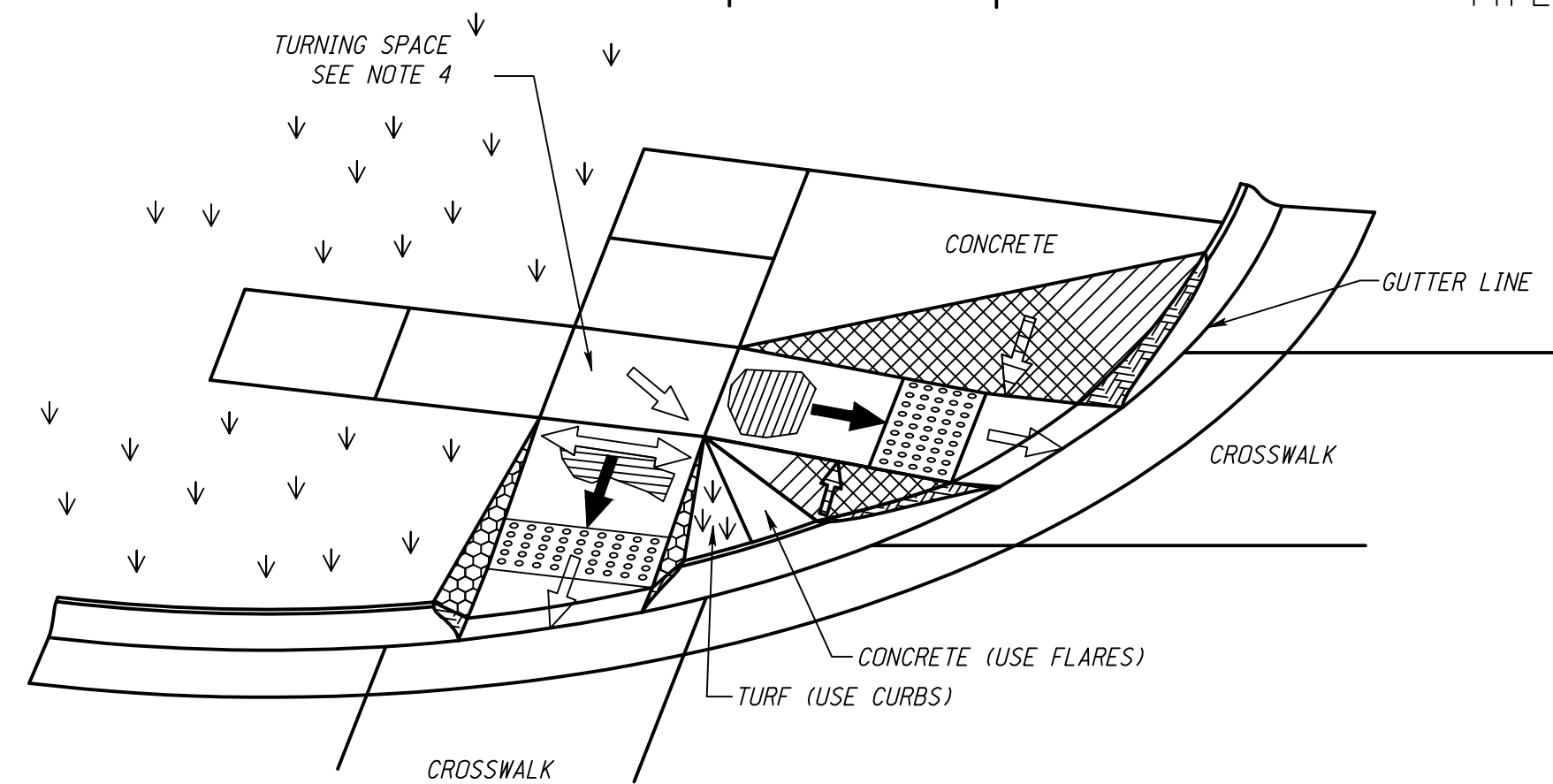
CITY OF HASTINGS
VIADUCT DEMOLITION & 16TH STREET IMPROVEMENTS

HASTINGS, NEBRASKA

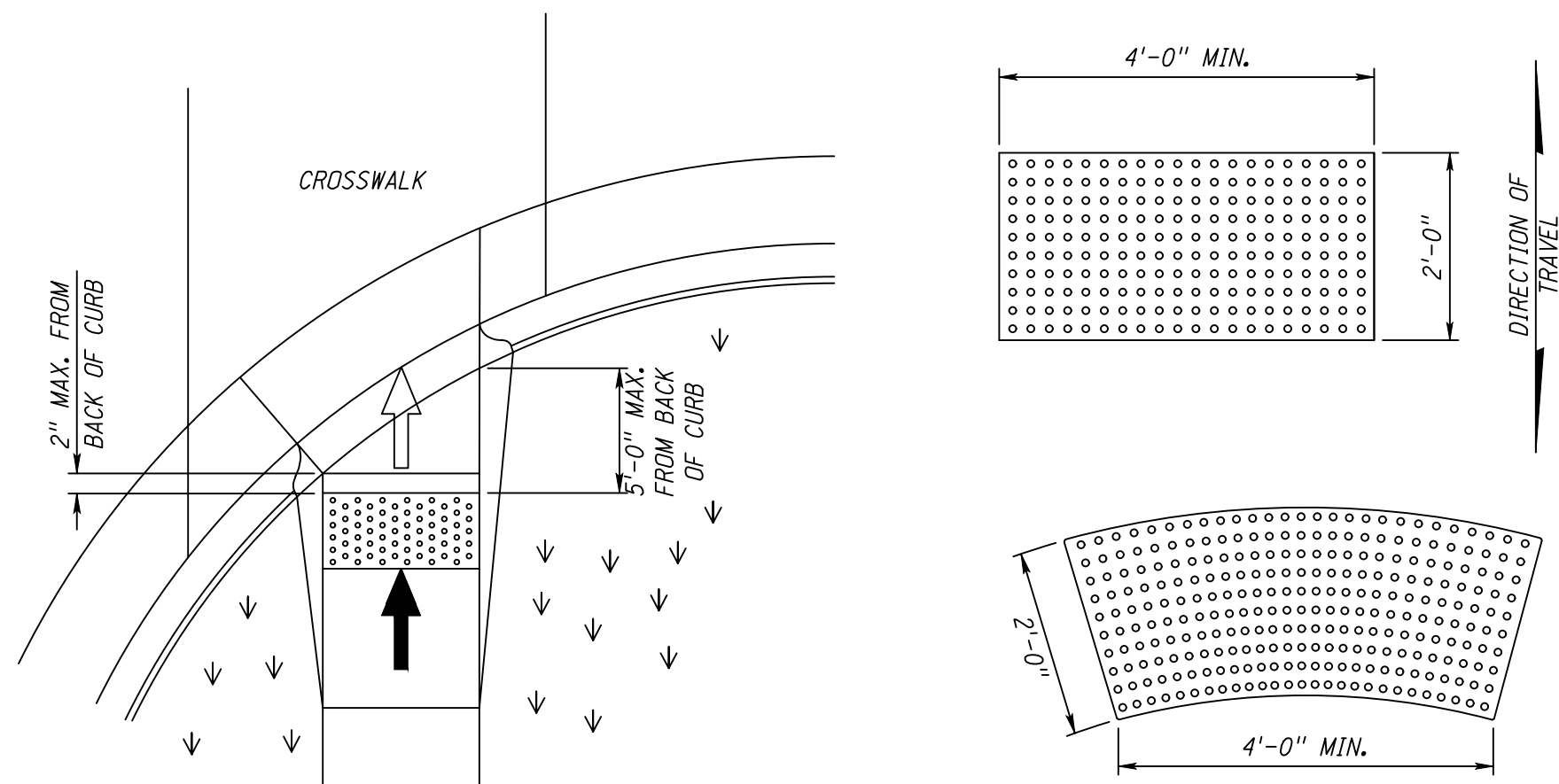
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checked by: _____ MMR
approved by: _____ MMR
QA/QC by: _____ ENG
project no.: _____ 2021-02395
drawing no.: _____
date: _____ 10.29.2021



TYPE A PLAN



ISOMETRIC VIEW



DETECTABLE WARNING PANEL PLACEMENT DETAIL

DETECTABLE WARNING PANELS

- LEGEND**

	DETECTABLE WARNING PANEL (DWP)
	BROOMED CURB RAMP WHEN 5% TO 8.3%
	RAMP FLARE
	GRASS OR NON WALKING SURFACE
	CURB TRANSITION
	CURB FACE SLOPE 1 VERT. : 2 HORIZ.

NOTES:

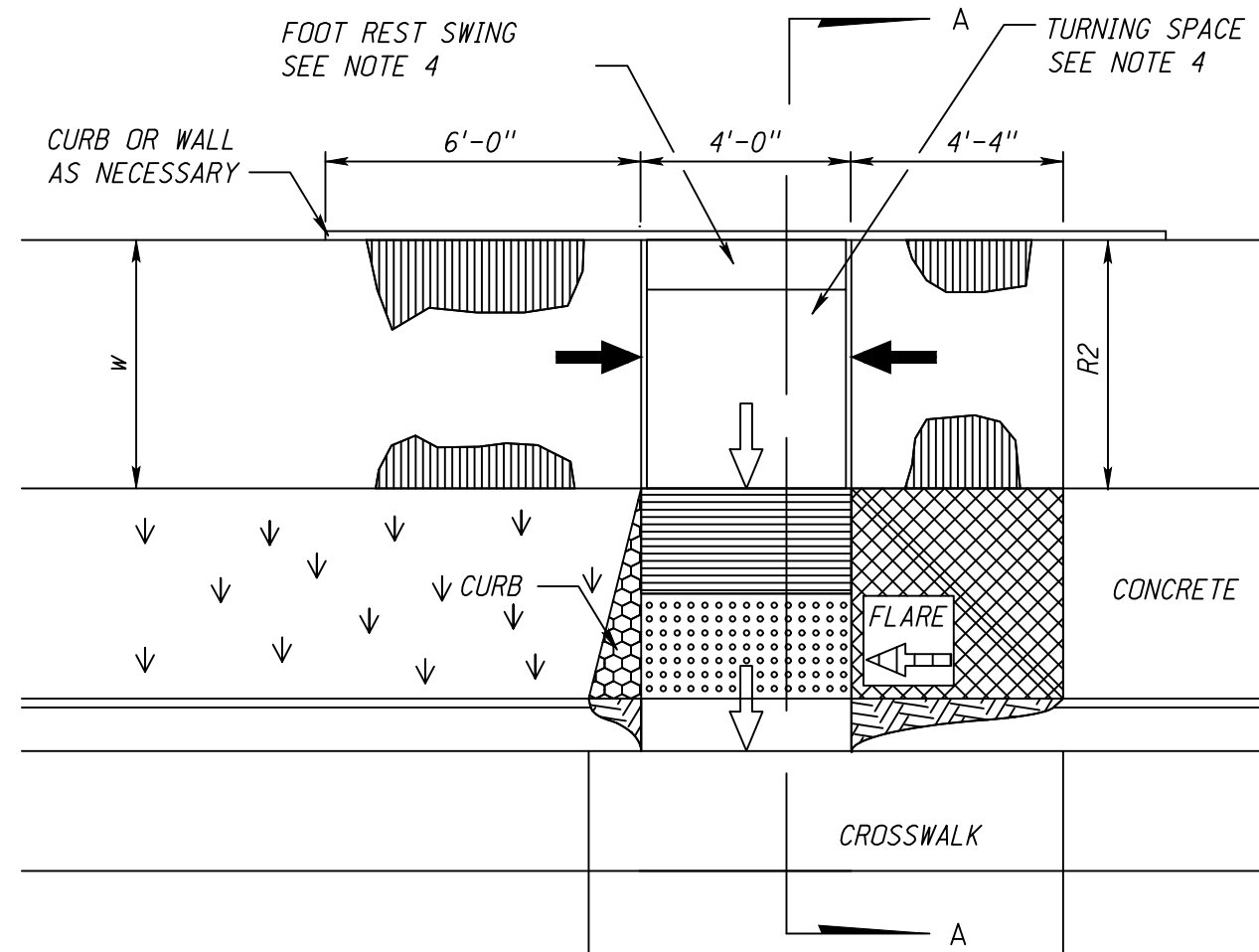
1. THE SURFACE OF ALL CURB RAMPS SHALL BE BROOMED PERPENDICULAR TO THE SLOPE OF THE CURB RAMP.
2. CARE SHALL BE TAKEN TO ASSURE A UNIFORM GRADE ON THE CURB RAMP, FREE OF SAGS AND SHORT GRADE CHANGES.
3. ALL CURB RAMPS SHALL BE CONSTRUCTED WITH A DETECTABLE WARNING PANEL (DWP), 2 FT. x 4 FT. MINIMUM, PLACED WITHIN 2" OF THE BACK OF CURB.

- DETECTABLE WARNING PANEL:
- SHALL BE SUBSIDIARY TO CURB RAMP
- SHALL BE A CONTRASTING COLOR TO THE SURROUNDING SURFACING.
- SHALL EXTEND THE FULL WIDTH OF THE CURB RAMP.

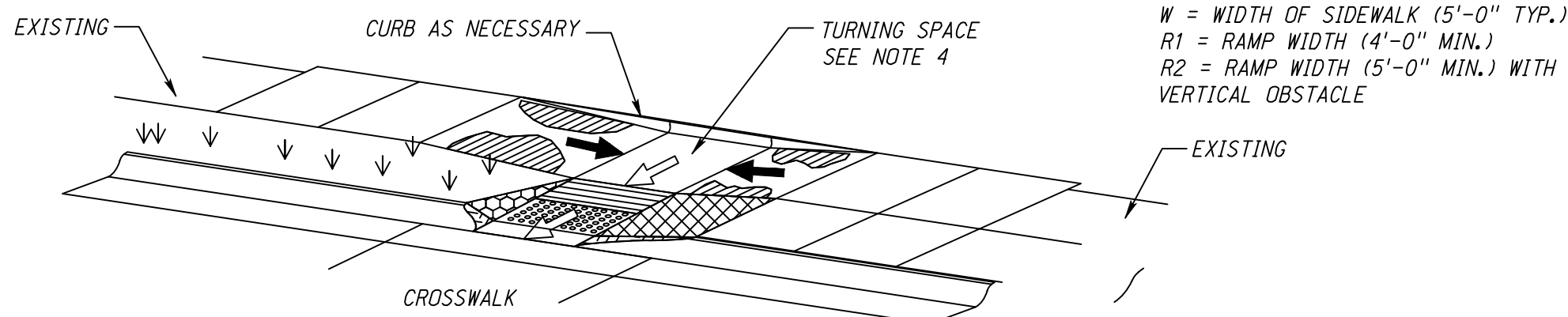
NEW CURB RAMPS SHALL HAVE CAST IN CONCRETE
DETECTABLE WARNING PANELS.

4. TURNING SPACE SHALL HAVE MINIMUM DIMENSIONS OF 4 FT. x 4 FT. AND SHALL BE A MINIMUM OF 1 FT. FROM ANY OBSTACLE SUCH AS A CURB OR RETAINING WALL FOR SWING OF WHEELCHAIR FOOT REST. THE SLOPE SHALL BE 2% MAXIMUM IN ANY DIRECTION.

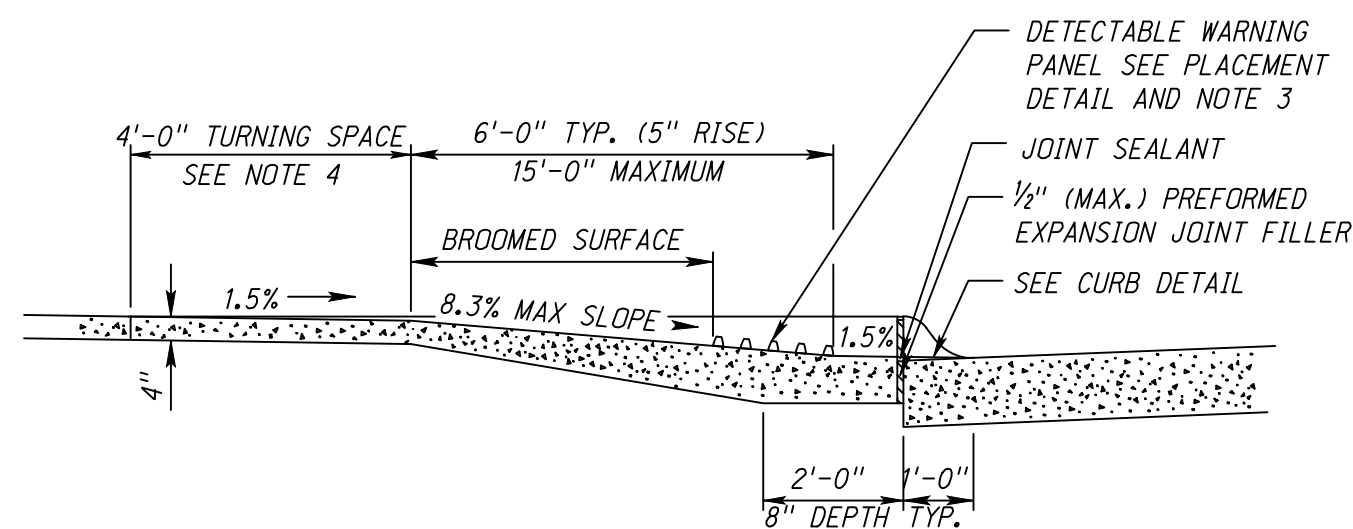
5. THE WORK OF CONSTRUCTING CURB RAMPS AND INSTALLING DETECTABLE WARNING PLATES SHALL BE INCLUDED IN THE CURB RAMP BID ITEM. CURB RAMP PAVEMENT IS INCLUDED IN SIDEWALK PAVEMENT QUANTITY.



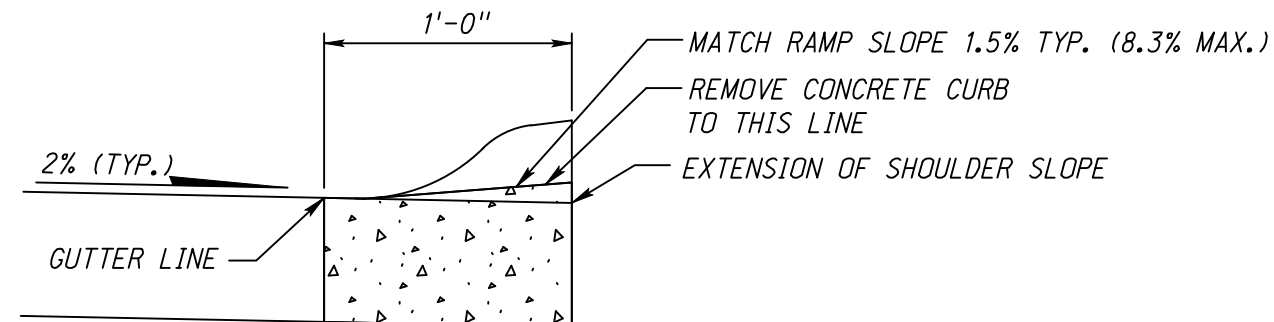
TYPE F PLAN



ISOMETRIC VIEW



TYPICAL RAMP PROFILE (A-A SECTION)



NOTE:
COMBINATION CONCRETE CURB AND GUTTER MAY BE
REMOVED AND REPLACED IN LIEU OF MILLING.

CURB DETAIL

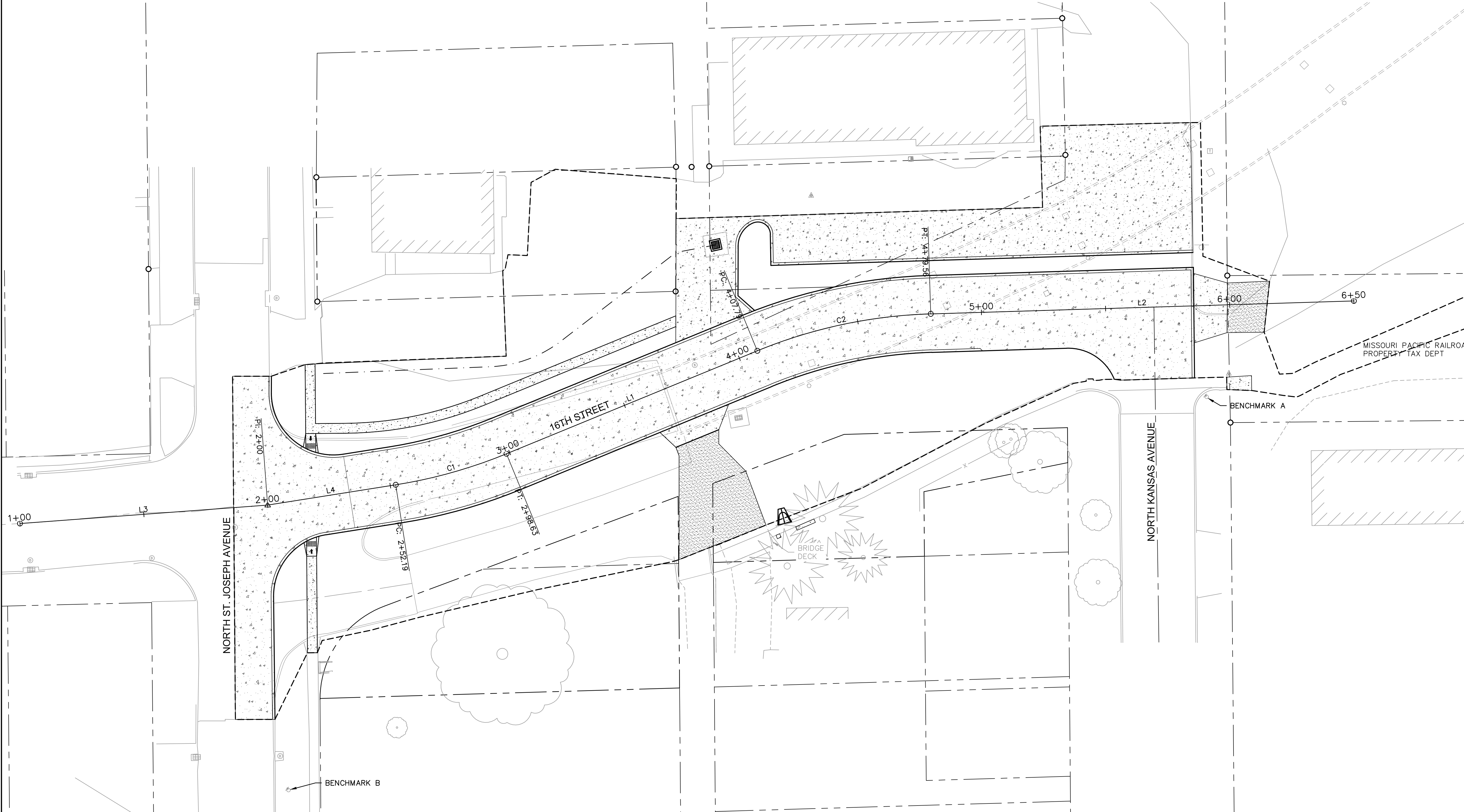
SLOPE LEGEND	
	SIDEWALK/TURNING SPACE AND RAMP CROSS SLOPE 1.5% TYPICAL, 2.0% MAX. SLOPE
	RAMP RUNNING SLOPE 8.0% TYPICAL, 8.3% MAX. SLOPE
	FLARE 90° TO RAMP 9.0% TYPICAL, 10.0% MAX. SLOPE

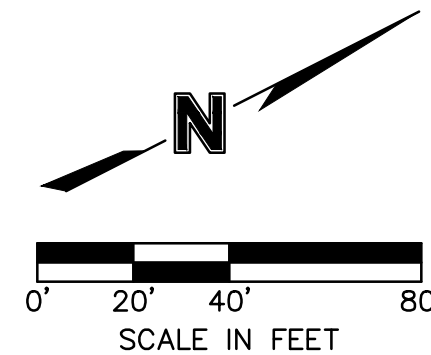
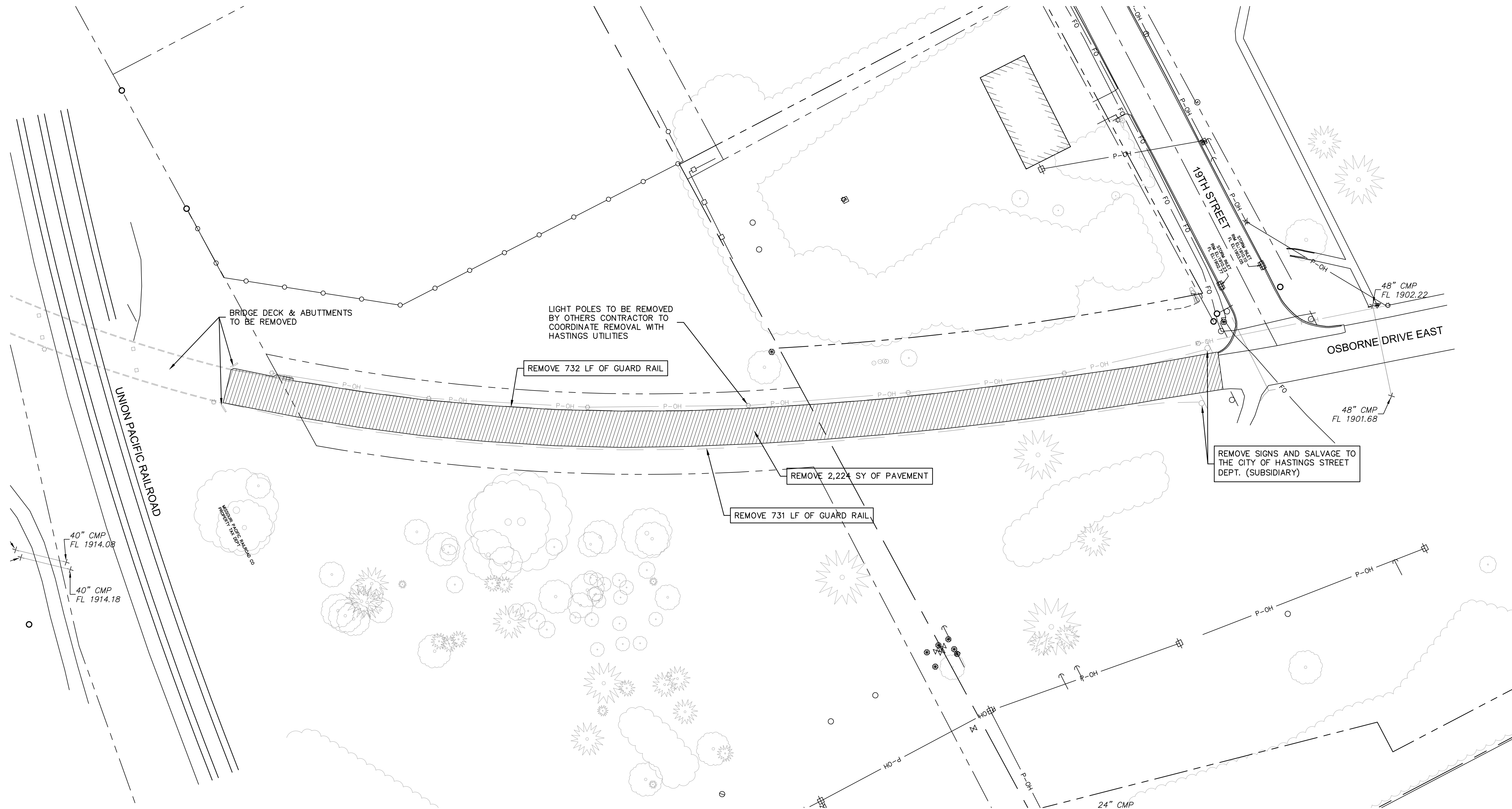
THE CONTRACTOR SHOULD ACCOUNT FOR CONSTRUCTION TOLERANCES TO PREVENT EXCEEDING THE MAXIMUM SLOPES. ANY SLOPES EXCEEDING THE MAXIMUMS SHALL NOT BE ACCEPTED WITHOUT PRIOR APPROVAL FROM THE PROJECT MANAGER.

USER: lhusted
BASE_0212395

BENCHMARK B
NORTHWEST BOLT ON TOP OF FIRE HYDRANT 190' SOUTH OF INTERSECTION OF 16TH STREET & ST.
JOSEPH AVENUE. ELEV: 1922.57

16TH STREET ALIGNMENT CONTROL								
ID #	STATION RANGE	START COORD.	END COORD.	PI STATION	PI COORD.	LINE/CHORD LENGTH (FT)	LINE/CHORD BEARING	RADIUS (FT)
L3	1+00 2+00	N: 284397.85 E: 2088647.47	N: 284405.27 E: 2088747.20			100.00	N85°44'27"E	
L4	2+00 2+52.19	N: 284405.27 E: 2088747.20	N: 284413.45 E: 2088798.75			52.19	N80°59'16"E	
C1	PC 2+52.19 PT 2+98.63	PC N: 284413.45 E: 2088798.75	PT N: 284425.96 E: 2088843.36	2+75.52	N: 284417.10 E: 2088821.78	46.33	N74°20'13"E	200.00
L1	2+98.63 4+07.79	N: 284425.96 E: 2088843.36	N: 284467.40 E: 2088944.34			109.16	N67°41'10"E	
C2	PC 4+07.79 PT 4+79.56	PC N: 284467.40 E: 2088944.34	PT N: 284482.28 E: 2089014.16	4+44.06	N: 284481.17 E: 2088977.90	71.39	N77°58'00"E	200.00
L2	4+79.56 6+50	N: 284482.28 E: 2089014.16	N: 284487.50 E: 2089184.52			170.44	N88°14'49"E	

[illegible]



NORTH VIADUCT APPROACH REMOVAL PLAN

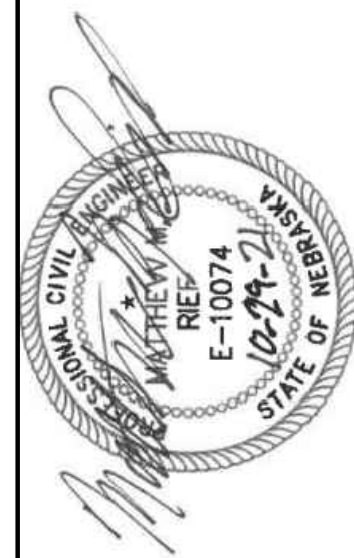
CITY OF HASTINGS
VIADUCT DEMOLITION & 16TH STREET IMPROVEMENTS

HASTINGS, NEBRASKA

REVISIONS DESCRIPTION

[illegible]

REVISIONS

REVISIONS

Olsson

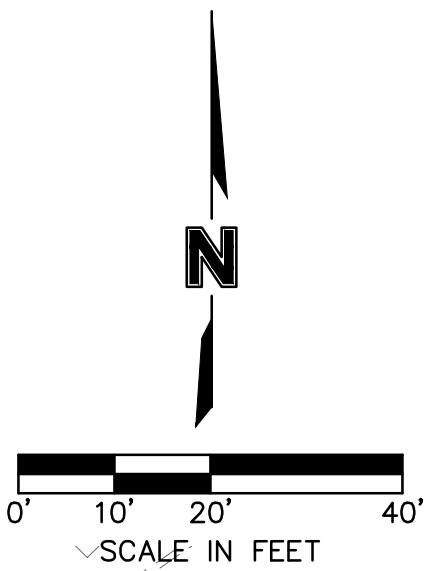
1017 W. 2nd Street
Hastings, NE 68901

TEL 402.463.0240

www.olsson.com

drawn by: _____ LH
checked by: _____ MMR
approved by: _____ MMR
QA/QC by: _____ ENG
project no.: _____ 2021-02395
drawing no.: _____
date: _____ 10.29.2021

DWG: F:\20
DATE: Oct 2

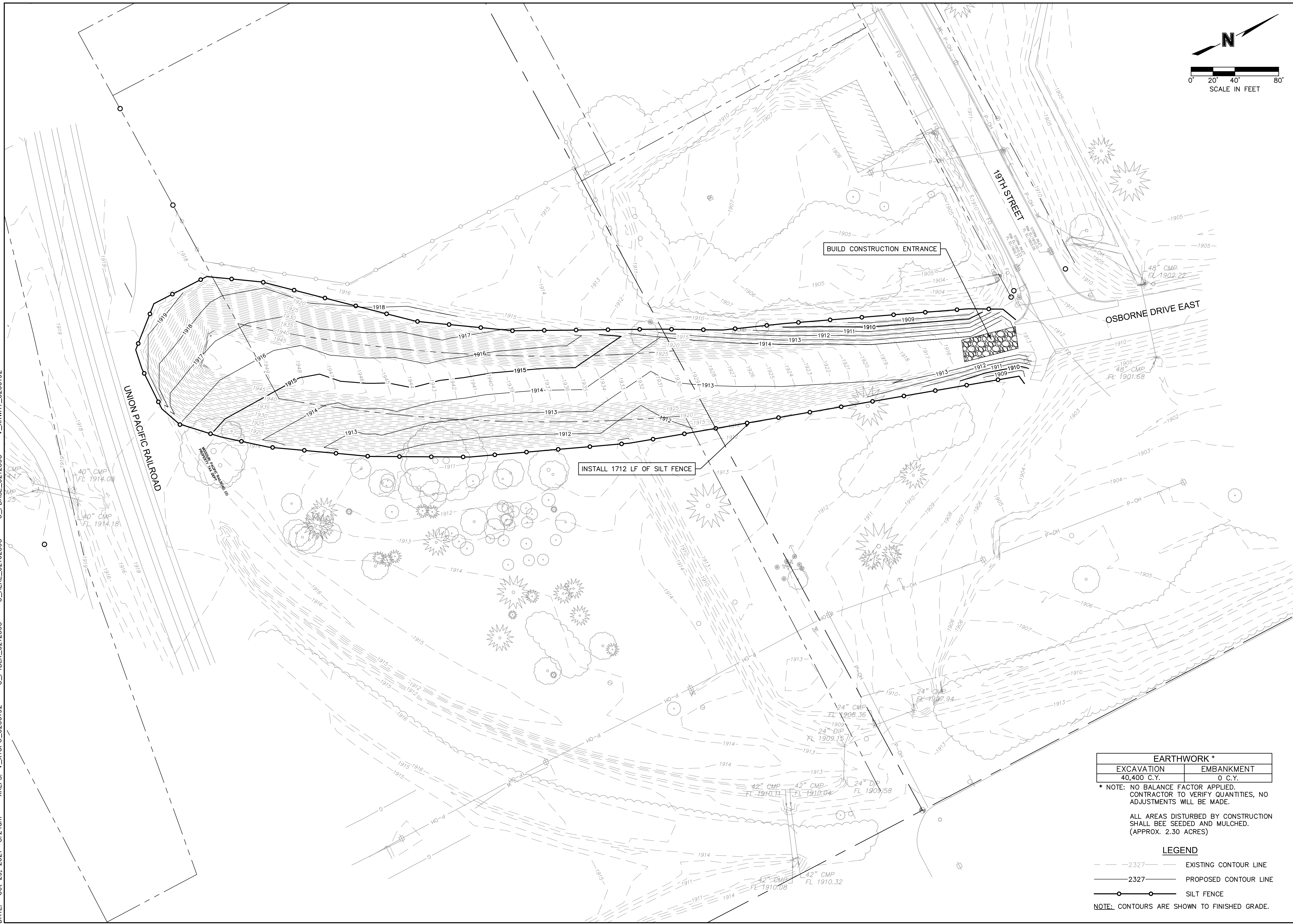


Professional Engineer Seal for Matthew W. Rieff, State of Nebraska, License E-10074, dated 10-29-11.

www.olsson.com

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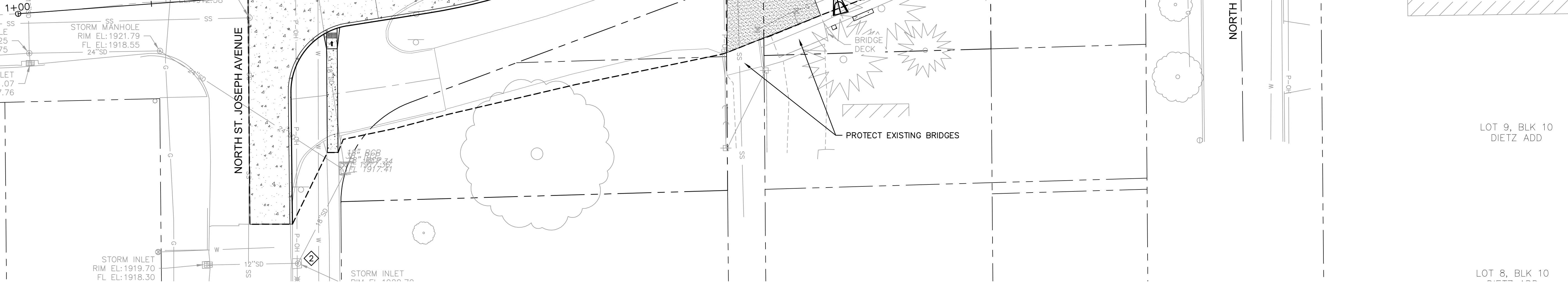
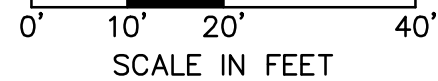


NORTH VIADUCT APPROACH REMOVAL PLAN CITY OF HASTINGS VIADUCT DEMOLITION & 16TH STREET IMPROVEMENTS HASTINGS, NEBRASKA		REV. NO. DATE REVISIONS DESCRIPTION		1017 W. 2nd Street Hastings, NE 68901 TEL 402.463.0240 www.olsson.com	
drawn by: _____ LH checked by: _____ MMR approved by: _____ MMR QA/QC by: _____ ENG project no.: _____ 2021-02395 drawing no.: _____ date: _____ 10.29.2021		2021			
SHEET		REVISIONS			
8 of 12		REVISIONS			

CRUSHED ROCK SURFACE COURSE		
STA.	SIDE	TONS
3+74	RT	10
5+85 - 5+99	LT & RT	3

*CONCRETE CONSTRUCTION OF CURB RAMPS SHALL BE
SUBSIDIARY TO CONCRETE SIDEWALK. DETECTABLE WARNING
PANELS WILL BE PROVIDED BY THE CITY OF HASTINGS
STREET DEPARTMENT AND INSTALLED BY THE CONTRACTOR.

REPAIR CONCRETE FLUME		
STA.	SIDE	SY
3+86 - 4+03	71' RT	2
5+98 - 6+08	32' RT	6



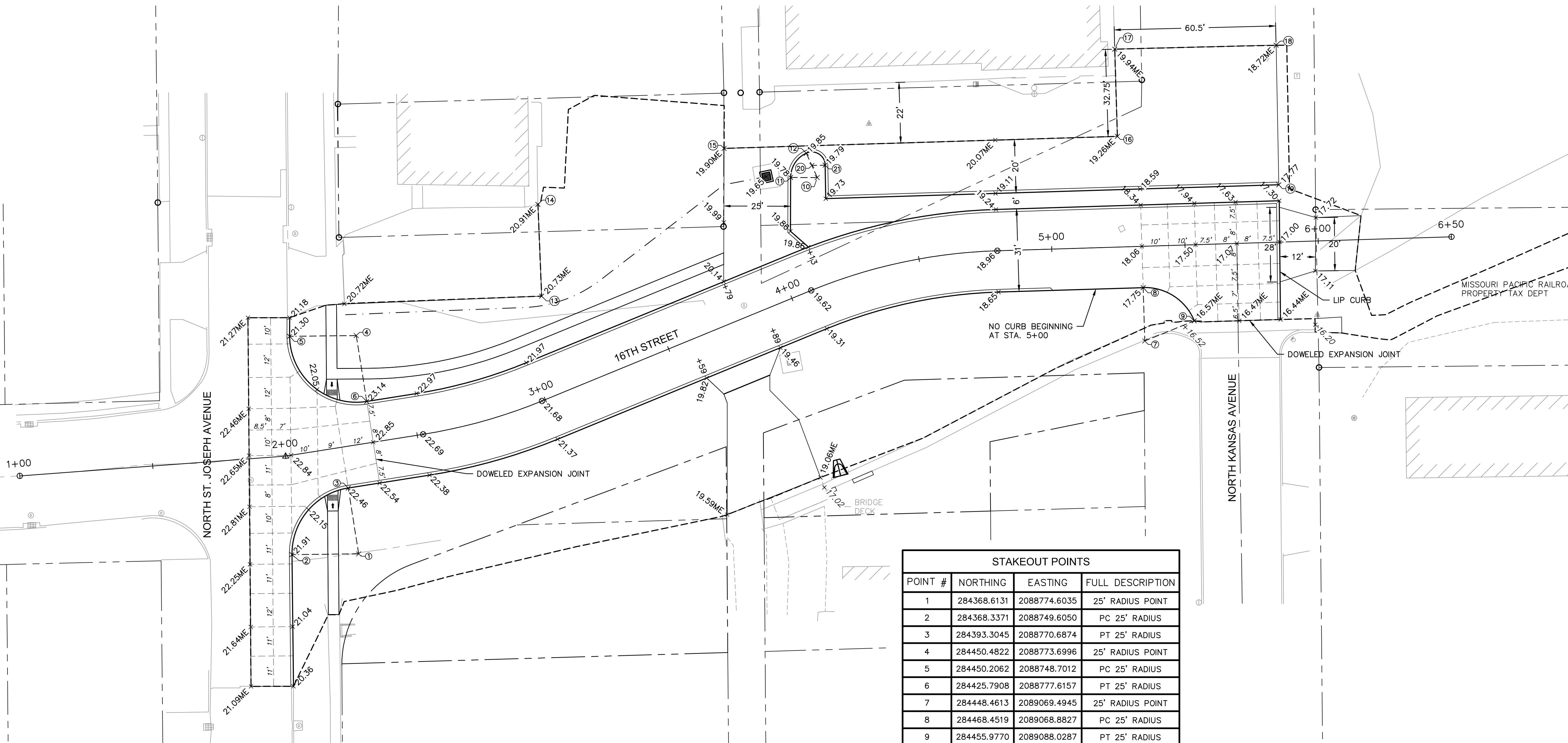
NO.	STA.	SIDE	RIM ELEV.	ℓ ELEV.	DEPTH
1	4+08	46' LT	1919.65	1916.95	2.70'

BUILD STORM SEWER PIPE					
NO.	SIZE	LENGTH	SLOPE	TYPE	DESCRIPTION
1	24" R.E.	109'	0.20%	RCP	PIPE 1 OUTLET $\bar{E}$ =1916.71 TO AREA INLET 1 $\bar{E}$ =1917.00

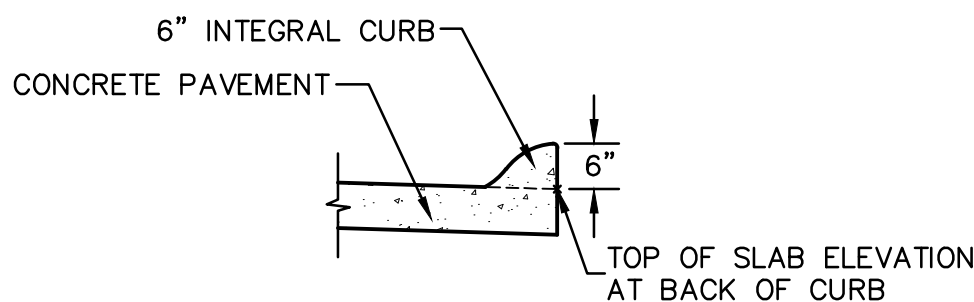
24" R.E. FLARED END SECTION	
STA.	EA
3+91.5, 68.5' RT.	1

16TH STREET CONSTRUCTION PLAN CITY OF HASTINGS VIADUCT DEMOLITION & 16TH STREET IMPROVEMENTS		REV. NO.	DATE	REVISIONS DESCRIPTION		1017 W. 2nd Street Hastings, NE 68901 TEL 402.463.0240 www.olsson.com
		REVISIONS				
16TH STREET CONSTRUCTION PLAN CITY OF HASTINGS VIADUCT DEMOLITION & 16TH STREET IMPROVEMENTS		2021		REVISIONS		1017 W. 2nd Street Hastings, NE 68901 TEL 402.463.0240 www.olsson.com
16TH STREET CONSTRUCTION PLAN CITY OF HASTINGS VIADUCT DEMOLITION & 16TH STREET IMPROVEMENTS		2021		REVISIONS		

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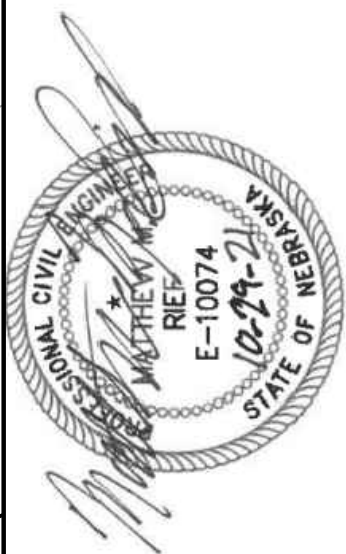
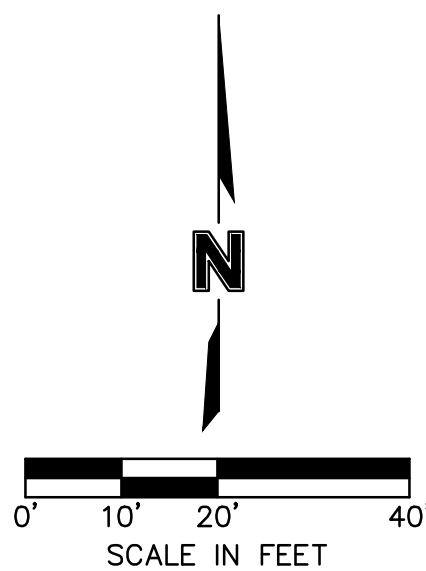


STAKEOUT POINTS			
POINT #	NORTHING	EASTING	FULL DESCRIPTION
1	284368.6131	2088774.6035	25' RADIUS POINT
2	284368.3371	2088749.6050	PC 25' RADIUS
3	284393.3045	2088770.6874	PT 25' RADIUS
4	284450.4822	2088773.6996	25' RADIUS POINT
5	284450.2062	2088748.7012	PC 25' RADIUS
6	284425.7908	2088777.6157	PT 25' RADIUS
7	284448.4613	2089069.4945	25' RADIUS POINT
8	284468.4519	2089068.8827	PC 25' RADIUS
9	284455.9770	2089088.0287	PT 25' RADIUS
10	284509.7319	2088946.6400	10' RADIUS POINT
11	284509.7623	2088936.6400	PC 10' RADIUS
12	284518.8477	2088942.5288	PCC
13	284465.2714	2088843.2379	EDGE OF ASPHALT
14	284499.6670	2088841.8480	EDGE OF ASPHALT
15	284520.6673	2088911.6731	EDGE OF CONCRETE
16	284525.1828	2089059.2162	EDGE OF CONCRETE
17	284557.8906	2089058.2231	EDGE OF CONCRETE
18	284559.3860	2089118.7620	EDGE OF CONCRETE
19	284507.0261	2089119.7533	EDGE OF CONCRETE
20	284514.2898	2088944.5844	5' RADIUS POINT
21	284514.3844	2088949.5835	PT 5' RADIUS



NOTE: ALL GRADES ARE TOP OF SLAB UNLESS NOTED
OTHERWISE. ALL DIMENSIONS AND OFFSETS ARE TO BACK OF
CURB OR EDGE OF PAVEMENT UNLESS NOTED OTHERWISE.
DATUM EL.=1900.00

ELEVATION DETAIL
NOT TO SCALE



16TH STREET GEOMETRICS, JOINTS & GRADES

CITY OF HASTINGS
VIADUCT DEMOLITION & 16TH STREET IMPROVEMENTS

HASTINGS. NEBRASKA

[illegible]

DEVISIONS

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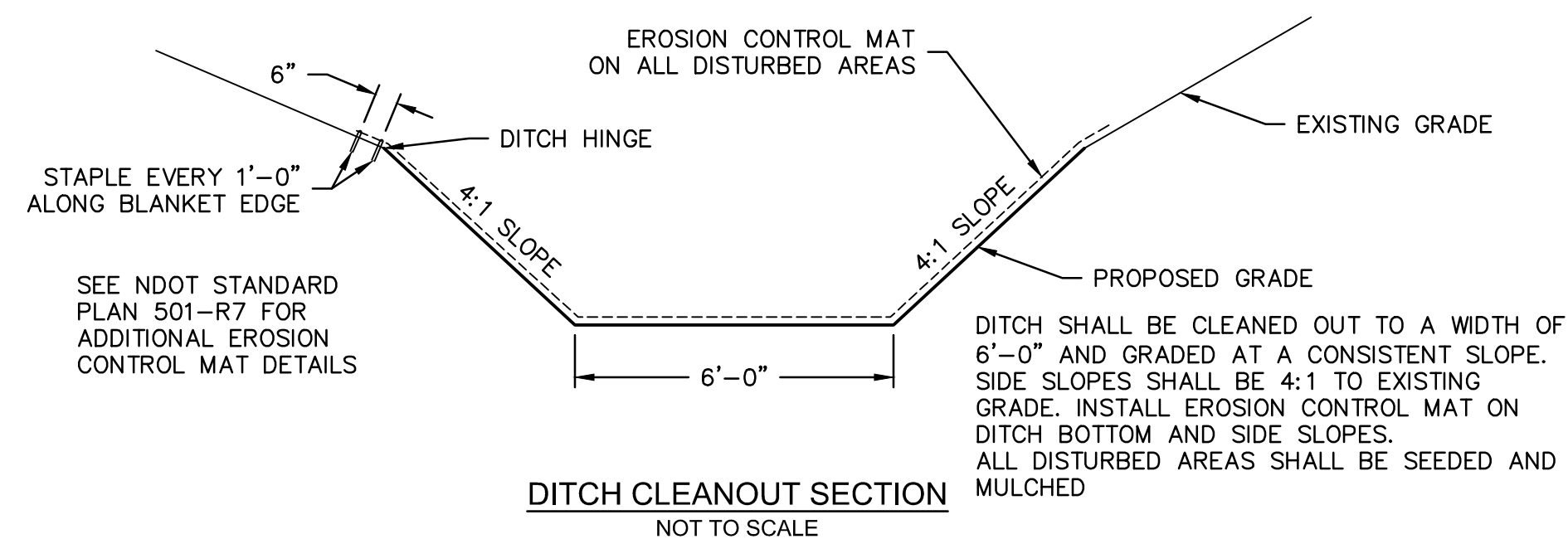
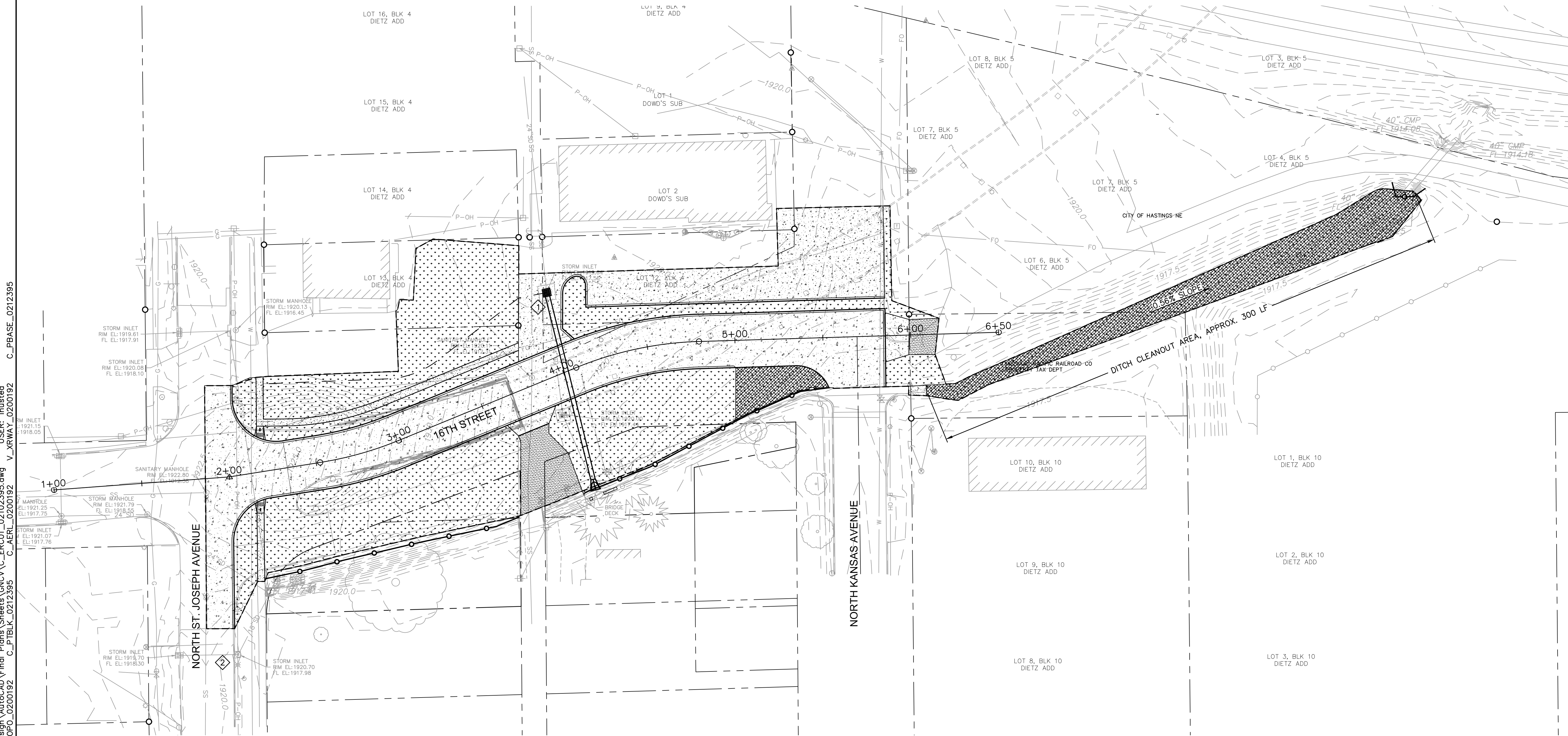
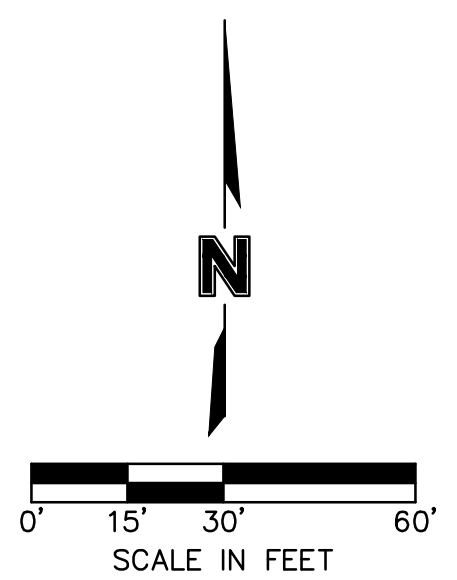
INLET SEDIMENT FILTER			
NO.	STA.	SIDE	EA
1	4+08	46' LT	1
2	1+95	101' RT	1

SEEDING AND HYDROMULCHING		
STA. TO STA.	SIDE	ACRE
1+86 - 5+86	LT & RT	0.50

EROSION CONTROL MAT, TYPE 1D 		
STA. TO STA.	SIDE	SY
5+00 - 5+53	RT	105
EAST DITCH	LT & RT	525

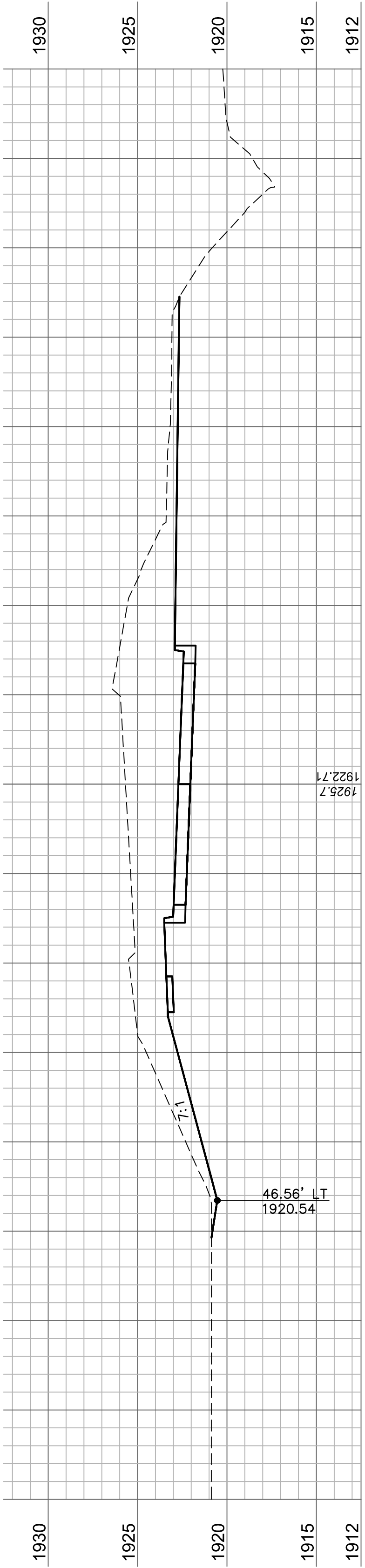
SEEDING AND MULCHING		
STA. TO STA.	SIDE	ACRE
EAST DITCH	LT & RT	0.15

INSTALL TEMPORARY EROSION CONTROL	
STA. TO STA.	LF
2+11, 57' RT - 3+45, 65' RT	148
3+85, 68' RT - 5+52, 28' RT	152
EAST END OF DITCH CLEANOUT AT CULVERT INLET	26

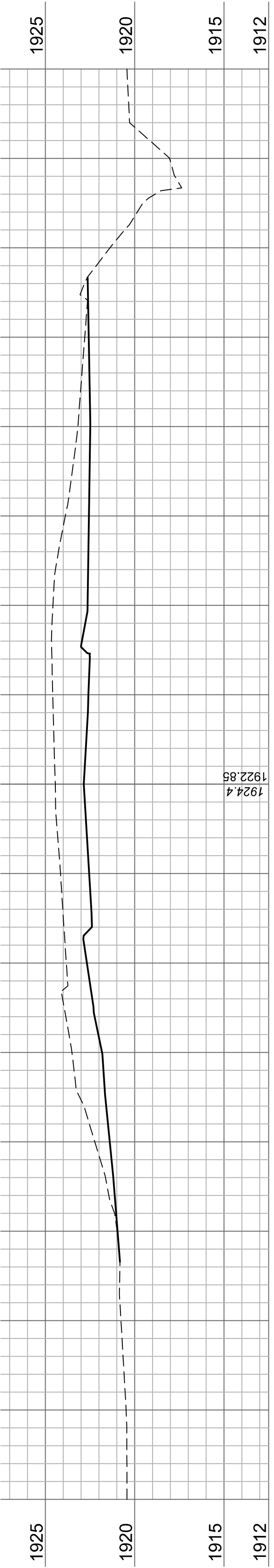


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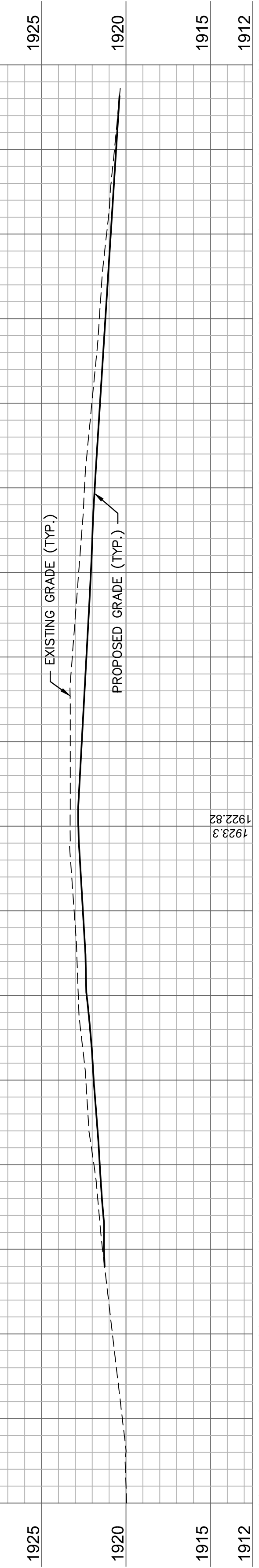
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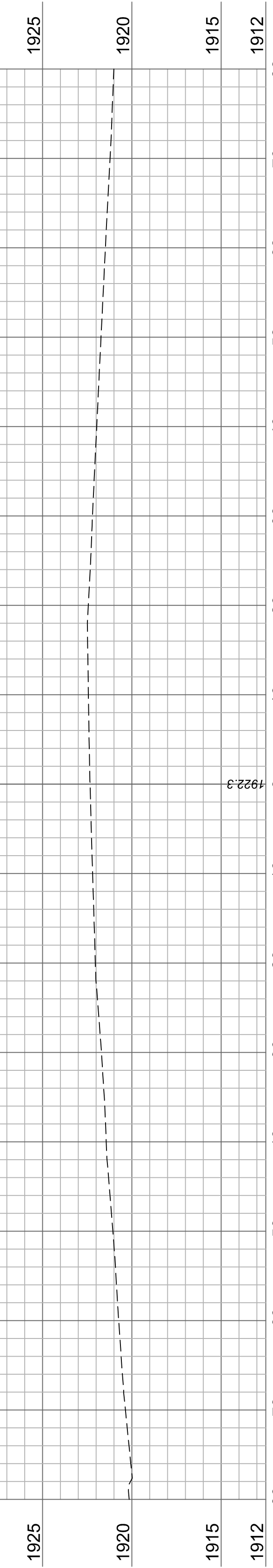
2+50



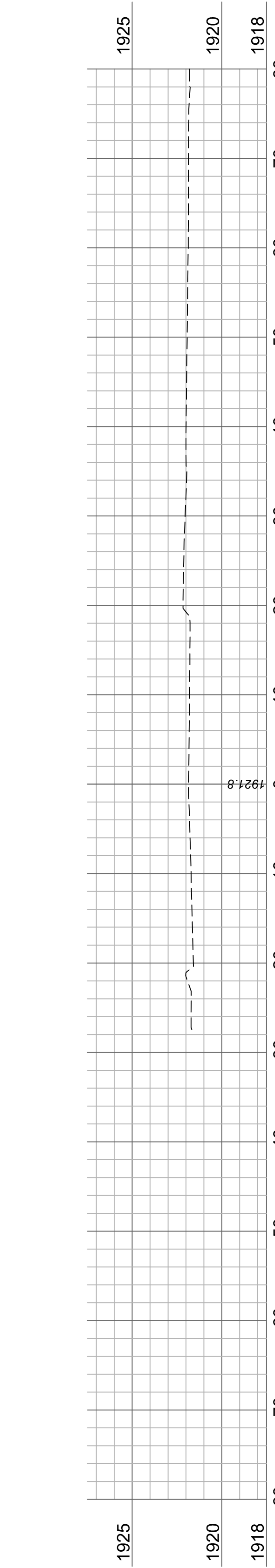
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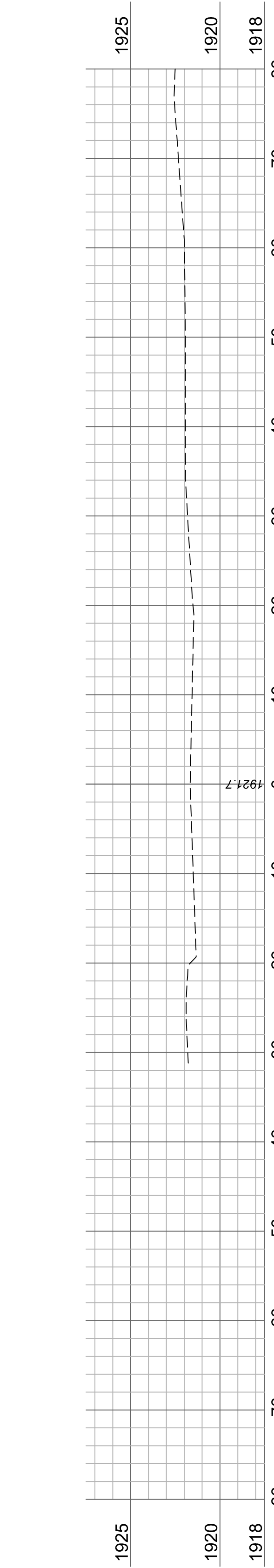
2+00



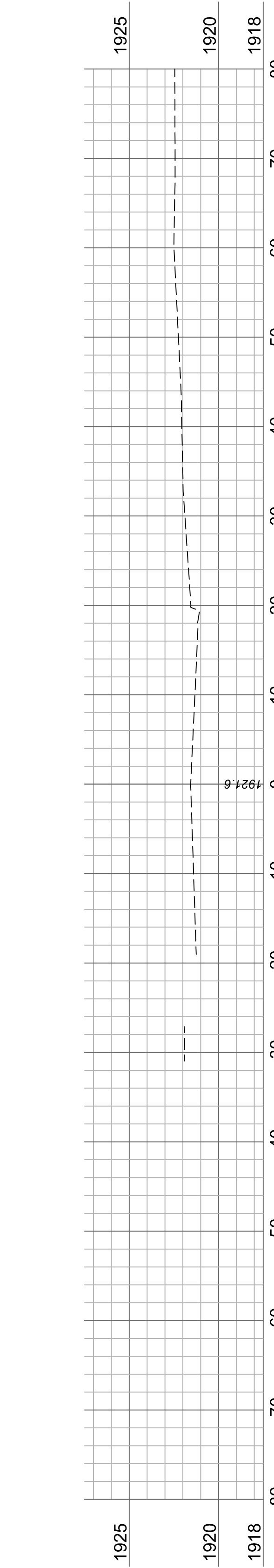
1+75



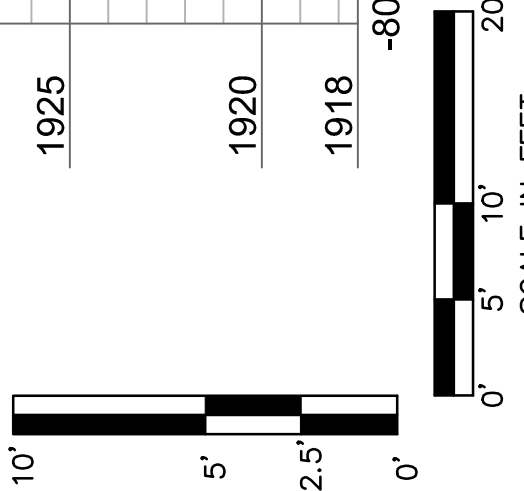
1+50



1+25



1+00



16TH STREET CROSS SECTIONS
STA. 1+00 TO 2+50

CITY OF HASTINGS
VIADUCT DEMOLITION

HASTINGS, NEBRASKA

2021

drawn by: _____
checked by: _____
approved by: _____
QA/QC by: _____
project no.: 2021-02395
date: 10/29/2021

LEE
MMR
MMR
ENG

REVISIONS

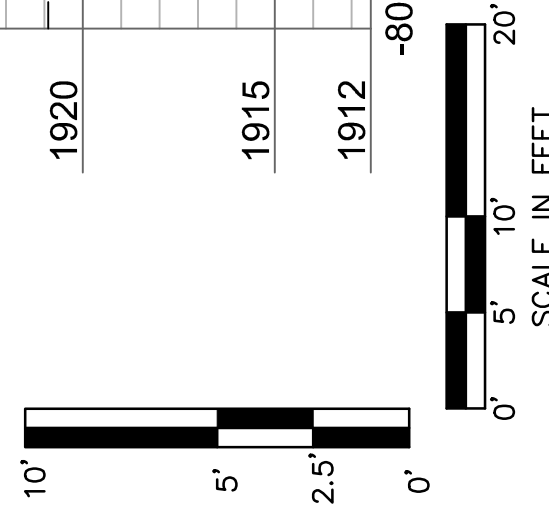
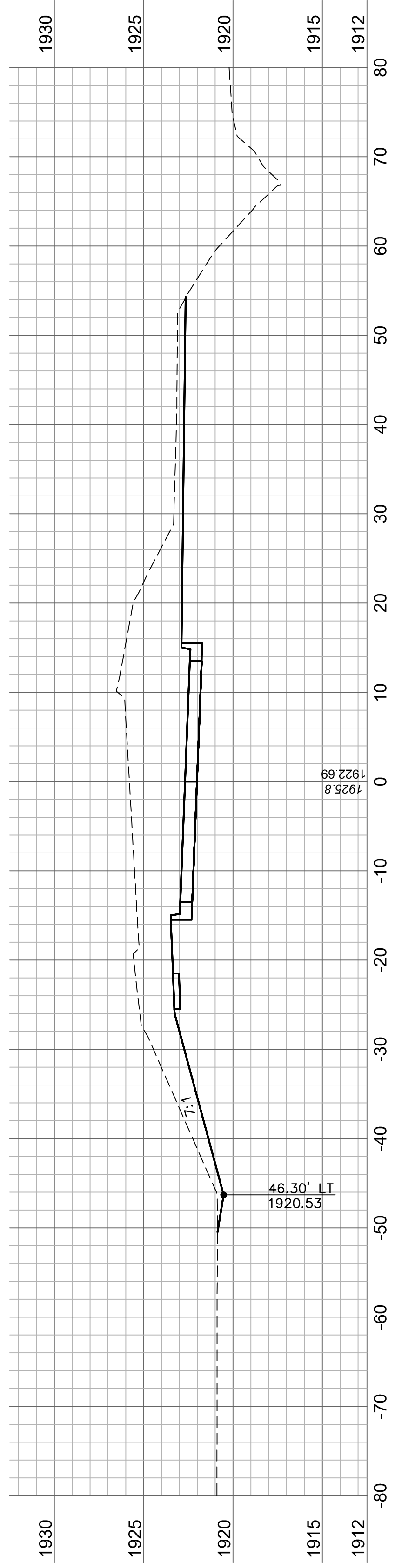
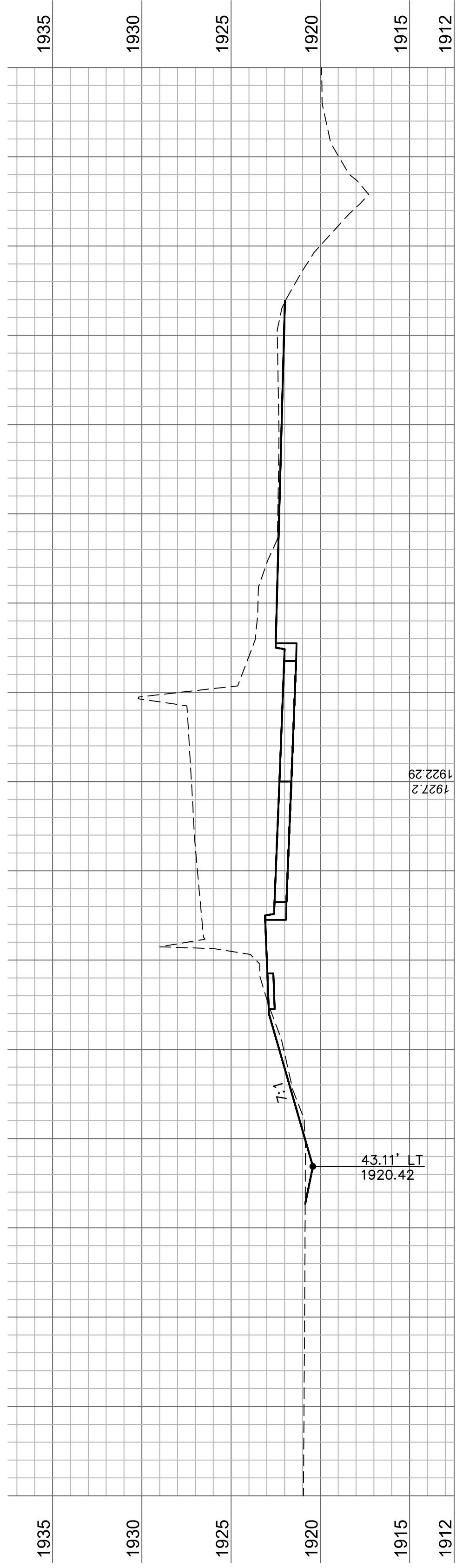
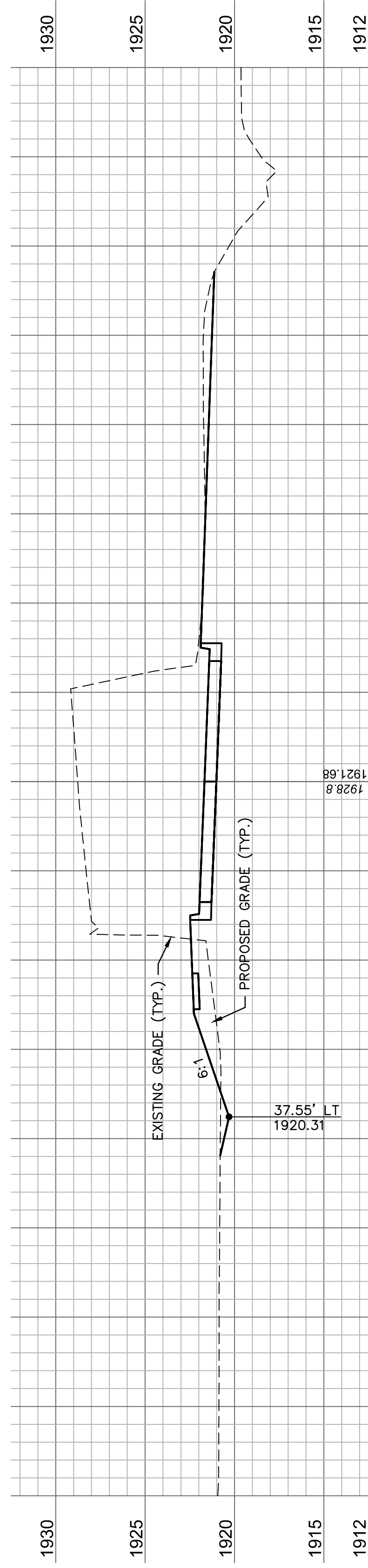
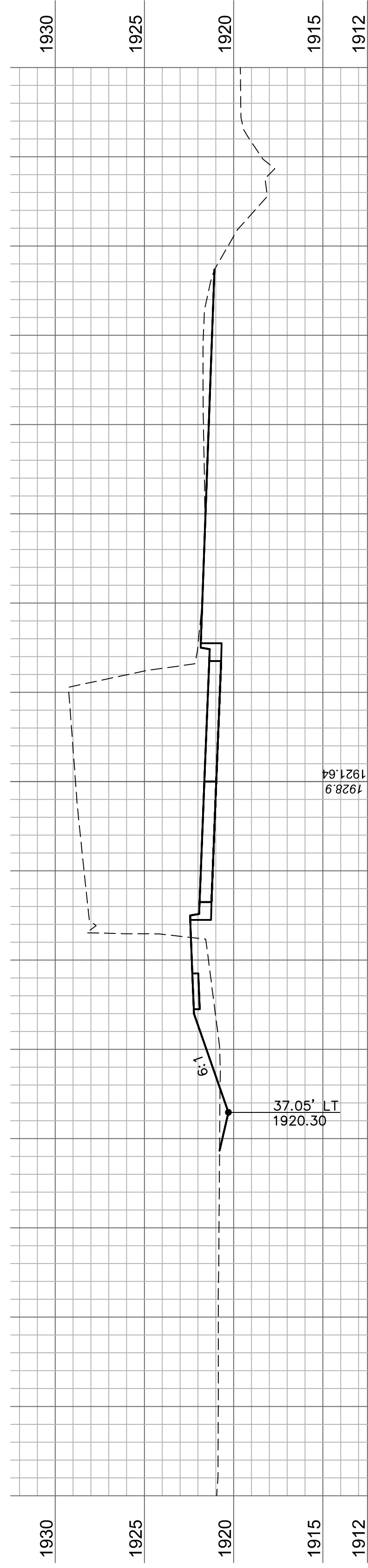
REV. NO.	DATE	REVISIONS DESCRIPTION

SHEET
X1

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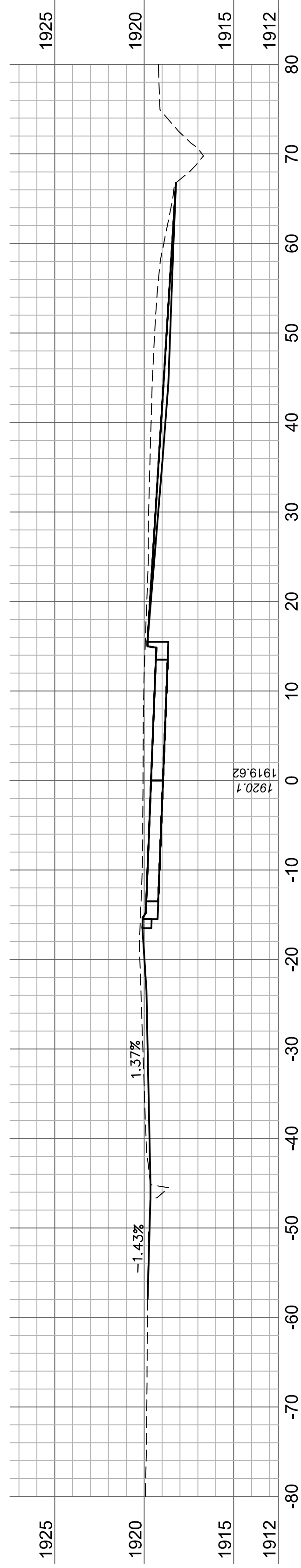
1017 W. 2nd Street
Hastings, NE 68901
TEL 402.463.0240 www.olsson.com



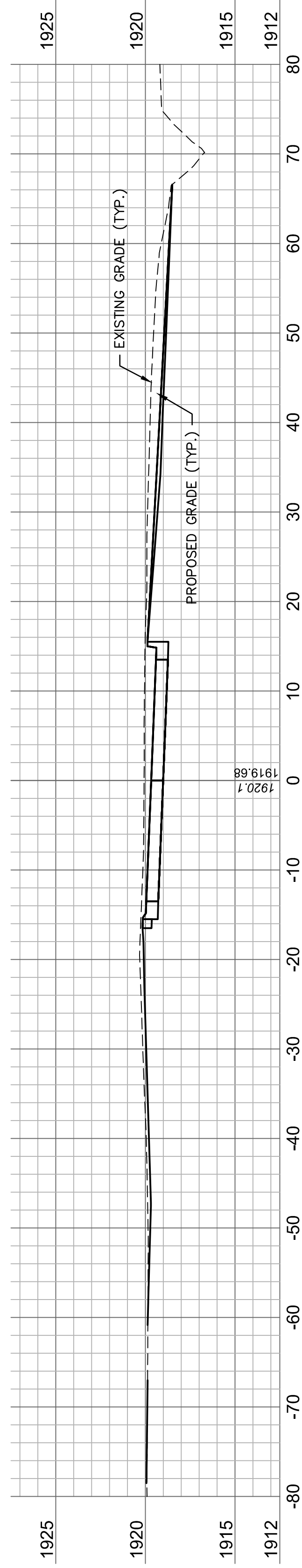
16TH STREET CROSS SECTIONS STA. 2+62 TO 3+00	REV. NO.	DATE	REVISIONS DESCRIPTION
CITY OF HASTINGS VIADUCT DEMOLITION			
HASTINGS, NEBRASKA	2021	REVISIONS	

drawn by: _____ LH
 checked by: _____ MMR
 QA/QC by: _____ MMR
 project no.: _____ ENG
 drawing no.: _____ 2021-02395
 date: _____ 10.29.2021

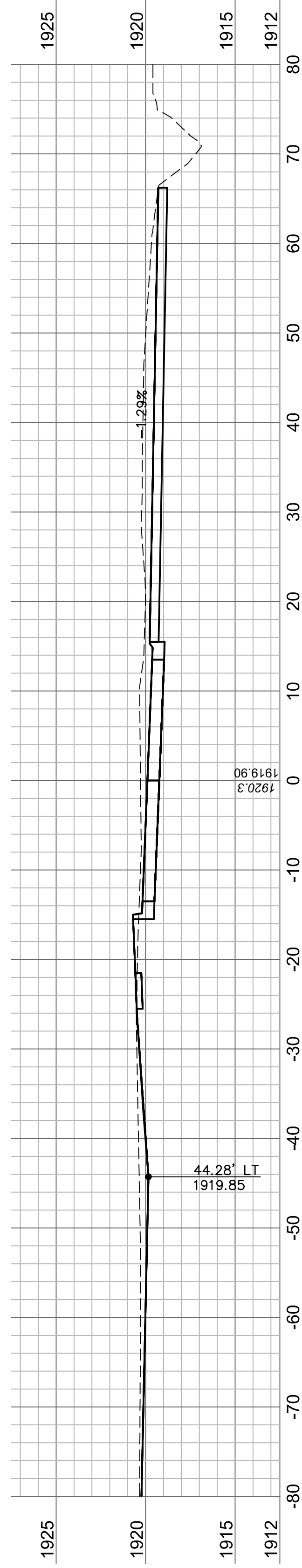
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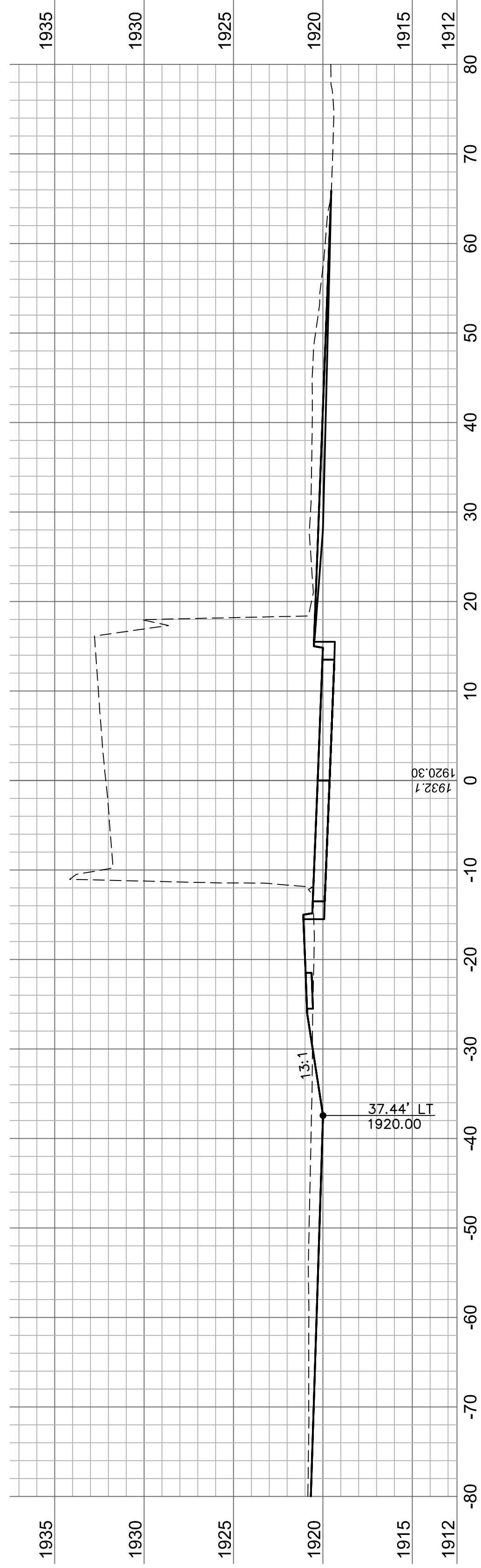
4+08



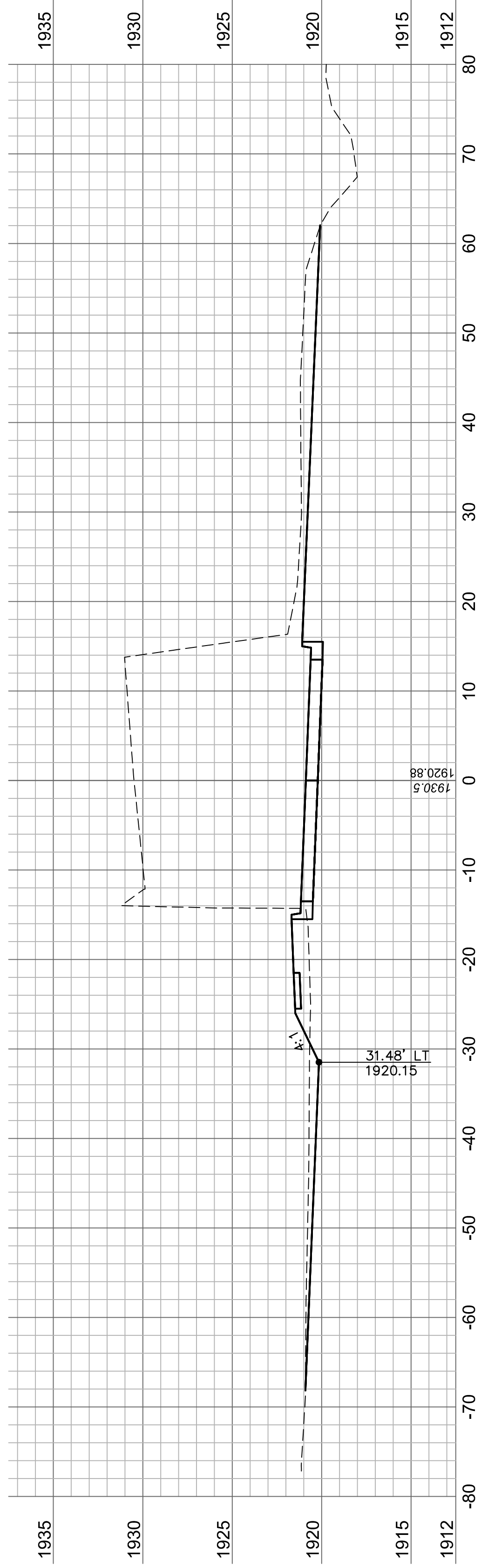
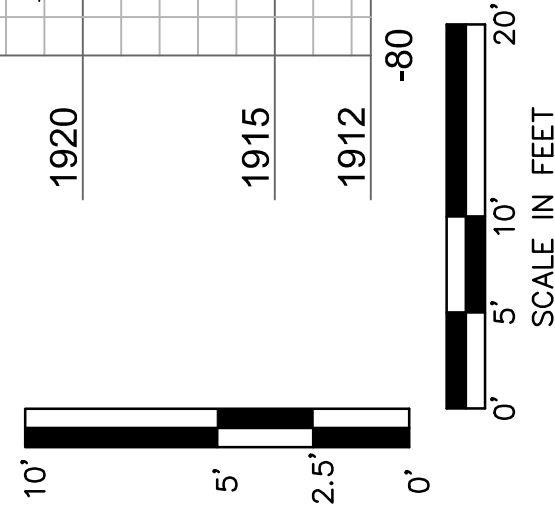
4+00



3+75



3+50

 $3+25$ 

drawn by: _____ LH checked by: _____ MMR QA/QC by: _____ MMR project no.: _____ ENG drawing no.: _____ 2021-02395 date: _____ 10.29.2021	16TH STREET CROSS SECTIONS STA. 3+25 TO 4+08		REV. NO.	DATE	REVISIONS DESCRIPTION
	CITY OF HASTINGS VIADUCT DEMOLITION				
	HASTINGS, NEBRASKA		2021	REVISIONS	
SHEET X3					

- 16TH STREET VIADUCT REMOVAL -

- GENERAL NOTES -

- QUANTITIES -

- INDEX -

This plan is to provide the Contractor with general requirements of the viaduct and retaining wall removal only. The Contractor is responsible for means and methods of bridge demolition. See the Special Provisions for additional details and UPRR requirements, including demolition plan submittal requirements.

The 2017 Edition of the Nebraska Department of Transportation (NDOT) Standard Specifications shall apply to the viaduct and retaining wall removal. "City of Hastings" shall replace "Nebraska Department of Transportation", "NDOT", or other references to the owner throughout the specifications.

The City closed the bridge in May 2019 due to findings from a structural assessment completed in April 2019. The assessment indicated a National Bridge Inspection Standard (NBIS) Condition Code of 3 (Serious) for the substructure elements. Areas of structural deterioration of the substructures that may need to be addressed by the Contractor in order for them to complete the demolition using their means and methods are shown in Photographs on Sheet 4 of this plan. These photos are intended to provide the Contractor a general condition of the substructure and may not include all areas of deterioration (including deck, superstructure, and other substructure elements) that may need to be addressed prior to demolition. Before preparing a demolition plan the Contractor shall make a detailed field inspection of the structure in order to determine any structural deficiencies that need to be addressed in order to utilize their means and methods. This detailed field inspection shall also verify the structural sizes and dimensions shown in the As-Built plans reflect those at the site.

All repairs the Contractor is required to make to the structure in order to utilize their means and methods of demolition shall be considered subsidiary to the Pay Item "REMOVE STRUCTURE".

The Contractor is responsible for any damage to the structure that impacts the Contractor's means and methods of bridge demolition, including any subsequent repairs or changes of means and methods to continue with demolition activities.

Damage to existing structures and facilities under and around the bridge, consequent to the Contractor's operations, shall be repaired at the Contractor's expense, under the direction of the Engineer.

Structure dimensions and elevations shown in this plan were obtained from the As-Built Plan. Utility and track locations are from site survey, as shown in the Roadway Plans. The City does not guarantee this removal plan or the As-Built plans depict the actual site conditions (including dimensions and elevations) and shall not be liable for discrepancies. Note UPRR has adjusted and/or removed tracks shown in the As-Built Plans as can be seen in this plan.

The City will remove and take ownership of the light poles, coordinate with the City prior to demolition.

All other materials shall become the property of the Contractor and shall be removed from the project site. It is the responsibility of the Contractor to handle materials that may contain toxic substances in accordance with federal, state, and local regulations.

All elements of the piers and abutments must be removed to 3 feet below finished grade. Refer to the Roadway Plans for finished grade elevations.

Any temporary shoring required for removal shall be considered subsidiary to the Pay Item for which the temporary shoring is required and shall be shown in the demolition plan. Any shoring required that is in, or impacts, UPRR Right-of-Way or activities shall follow UPRR guidelines and submittal requirements.

The locations of all aerial and underground utility facilities may not be indicated in these plans. The Contractor shall call and notify "Call Before You Dig," or 811, to locate and flag all underground utilities, whether they are indicated in the plans or not.

No excavation will be permitted in the area of the underground facilities until all such facilities have been located and identified to the satisfaction of all parties. The excavation must be accomplished with extreme care in order to avoid any possibility of damage to the utilities facility.

The Contractor shall take all necessary precautions, during demolition, to prevent debris from falling onto UPRR Tracks and surrounding structures and facilities.

All materials, equipment, tools, labor, and incidentals necessary to complete the work, not paid for directly, shall be considered subsidiary to other items for which payment is made.

All dimensions shown are in horizontal plane only. No allowances have been made for vertical curve or roadway cross slope.

The Contractor may use the Access Entrance to City Property shown in the aerial photograph on this sheet as required to complete the project.

The Parking Lot Entrance shown in the aerial photograph on this sheet must remain open through the duration of the project. The Contractor shall not use this entrance for access.

The Contractor shall coordinate Traffic Control with the City before start of work.

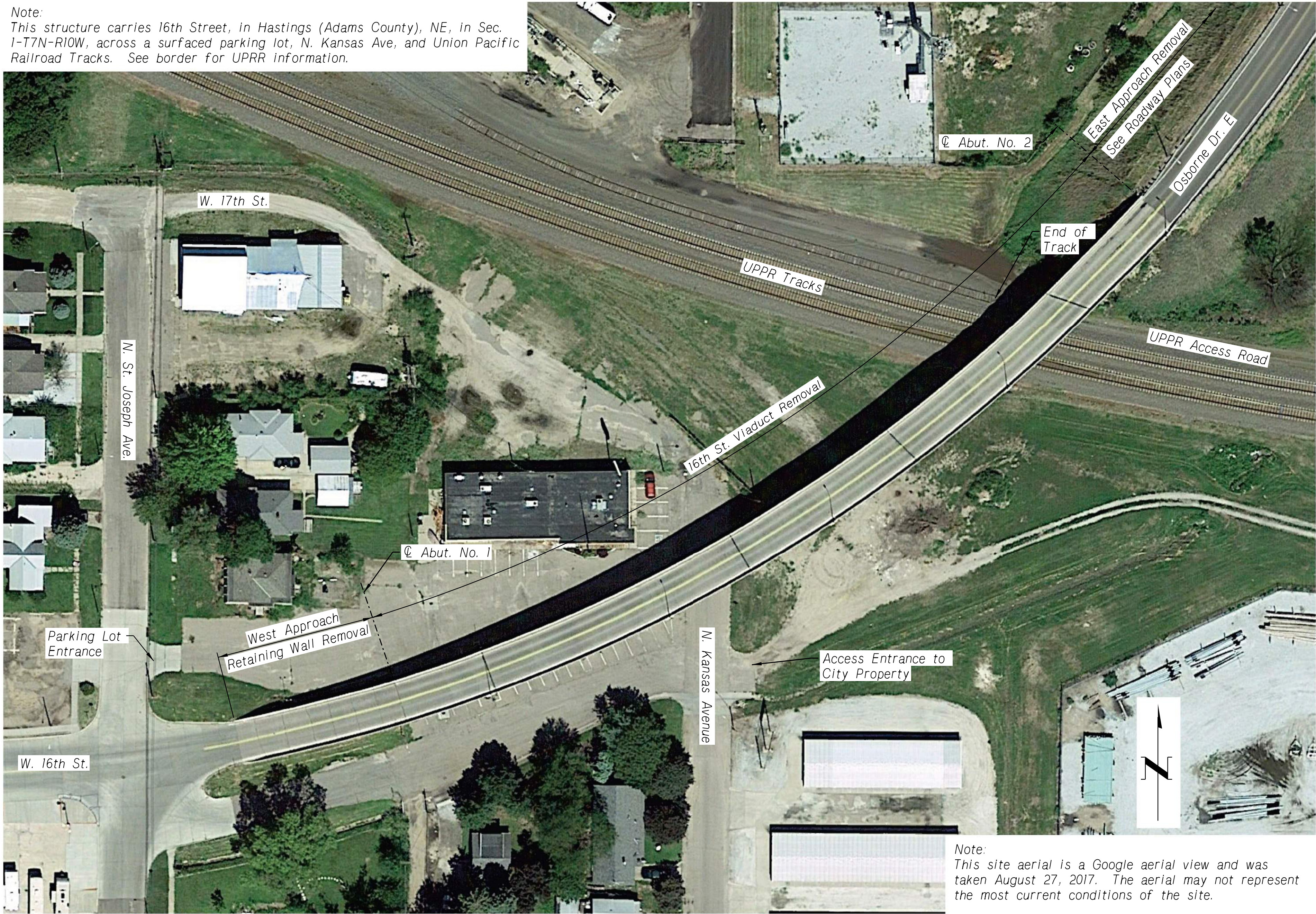
REMOVE STRUCTURE _____ 1 EA
REMOVE RETAINING WALL _____ 208 LF
VIBRATION MONITORING - STRUCTURES _____ 1 LS

DESIGN HISTORY			
CONTROL#	PROJECT#	YEAR	TYPE OF WORK
---	RRS-TMT-5519(1)	1985	Redecking, Girder Continuity Changes, and Concrete Repairs
---	I69-C	1935	Original Construction
Existing plans are available from the City upon request.			

GENERAL NOTES, QUANTITIES, & INDEX _____ 1
GENERAL PLAN & ELEVATION _____ 2
RAILROAD DETAILS _____ 3
BRIDGE PHOTOS (1 of 2) _____ 4
BRIDGE PHOTOS (2 OF 2) _____ 5

CONTRACTOR'S VIADUCT DEMOLITION PLAN:
The Contractor shall prepare and submit an engineered demolition plan and calculation package. See the Special Provisions for additional details.

Note:
This structure carries 16th Street, in Hastings (Adams County), NE, in Sec. 1-77N-R10W, across a surfaced parking lot, N. Kansas Ave, and Union Pacific Railroad Tracks. See border for UPRR information.



Note:
This site aerial is a Google aerial view and was taken August 27, 2017. The aerial may not represent the most current conditions of the site.

SHEET
-

PROJECT NO.
-

STRUCTURE NUMBER
U1145M3505

UPRR TRACK INFO
MARYSVILLE SUBDIV. MILEPOST 262.19
LAT. 40.6031472 N, LONG. 96.3852948 W
DOT INVENTORY NO. 8147202
CITY: HASTINGS, NE

olsson®

TEL 402.474.6311
FAX 402.474.6300
www.olsson.com

601 P Street, Suite 200
Hastings, NE 68508

570'-0" 9-SPAN ROLLED BEAM
STEEL GIRDER BRIDGE REMOVAL
GENERAL NOTES, QUANTITIES, & INDEX

CHECKED BY TDC
DATE OCTOBER 2021

COUNTY ADAMS
HWY. NO. N/A
REF. POST. N/A
STA. N/A

DESIGNED BY ARS
DETAILED BY ARS

LOCATION HASTINGS, 16TH ST. - UPRR
SKEW VARIES
ROADWAY 26'-0"
DESIGN LIVE LOAD H20-44

HASTINGS, NEBRASKA

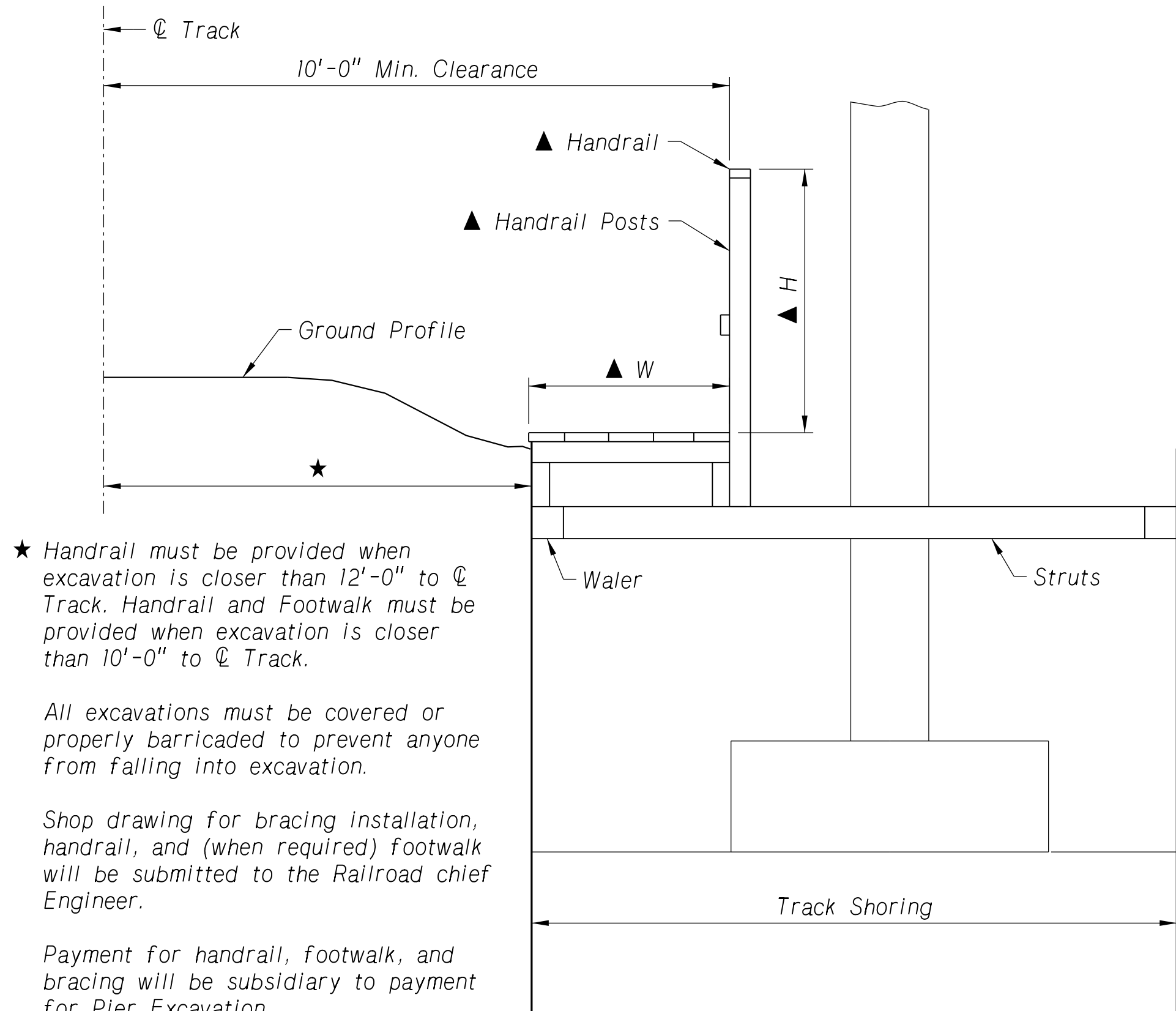
SEAL
TYLER D. CRAMER
E-15457
10/29/2021
STATE OF NEBRASKA

SPECIAL
PLAN NO.
1

1

5

10/26/2021 11:38 AM
10/26/2021 11:38 AM
10/26/2021 11:38 AM
10/26/2021 11:38 AM



★ Handrail must be provided when excavation is closer than 12'-0" to C Track. Handrail and Footwalk must be provided when excavation is closer than 10'-0" to C Track.

All excavations must be covered or properly barricaded to prevent anyone from falling into excavation.

Shop drawing for bracing installation, handrail, and (when required) footwalk will be submitted to the Railroad chief Engineer.

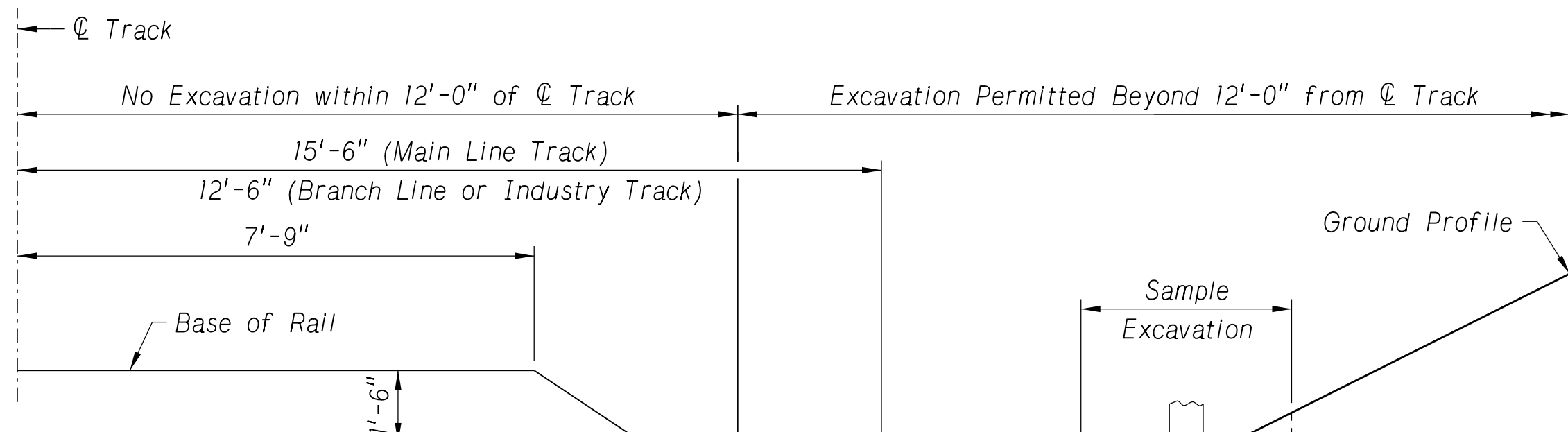
Payment for handrail, footwalk, and bracing will be subsidiary to payment for Pier Excavation.

▲ Handrail and Footwalk dimensions shall conform to OSHA requirements.

Shoring plans must be submitted for railroad approval prior to construction. A top of rail monitoring plan must be included with the shoring design submittal. A $\frac{1}{4}$ " maximum deflection is acceptable in both the horizontal direction and/or vertical direction.

TRACK PROTECTION SHORING REQUIREMENTS

Not to Scale



TRACK PROTECTION SHORING

All dimensions are measured perpendicular to C Track.

The contractor shall provide and install track protection shoring before commencing excavation.

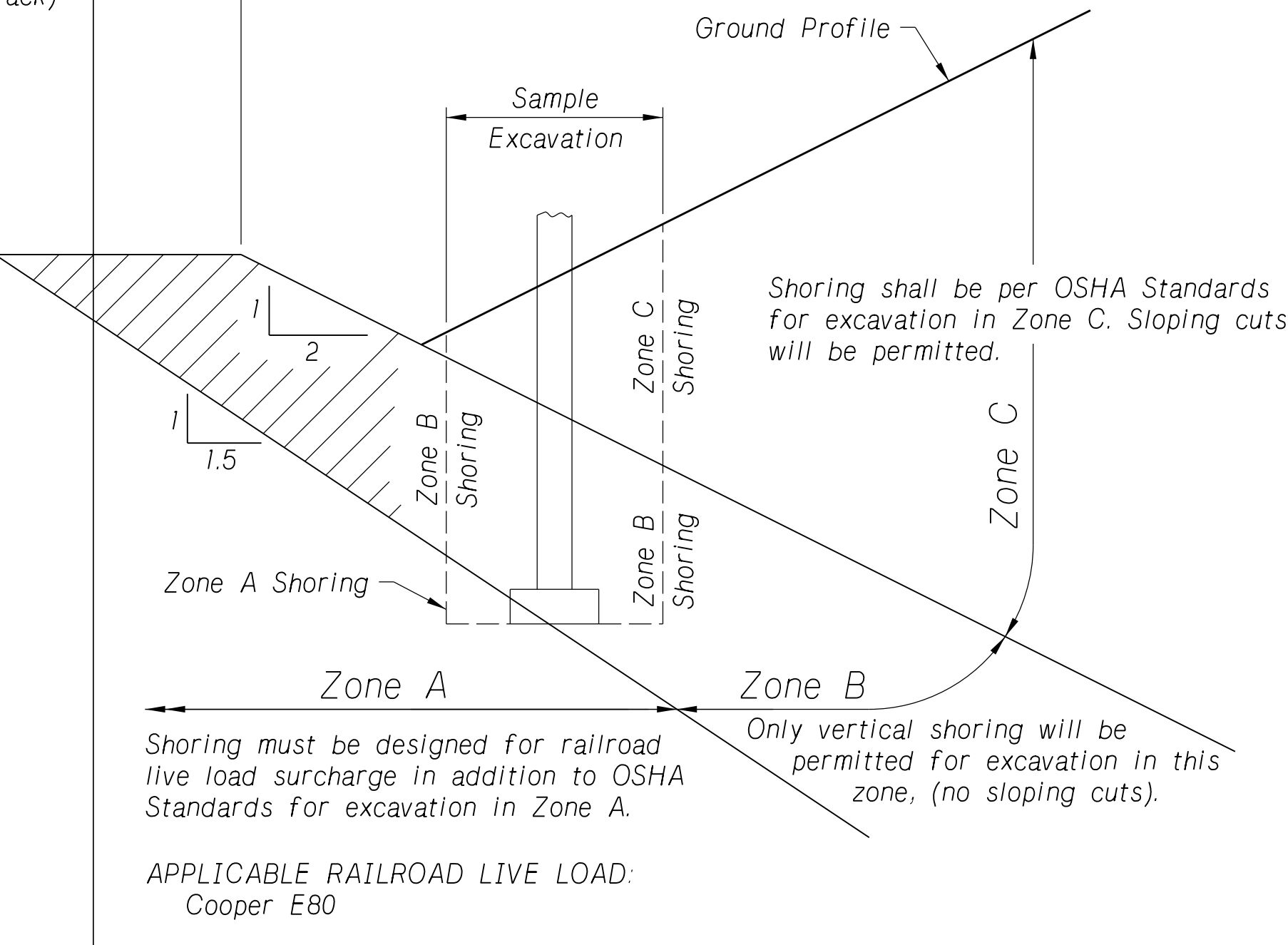
Prior to commencing any work, the contractor shall submit for approval by the railroad, detailed plans indicating the nature and extent of the track protection shoring proposed.

Shoring shall be designed for Cooper E80 live load surcharge and the Railroad may impose more stringent requirements as conditions warrant.

For excavations which encroach into railroad live load surcharge zone, shoring plans must be accompanied by a copy of the design calculations, and both must be stamped by a Professional Engineer registered in the state of Nebraska.

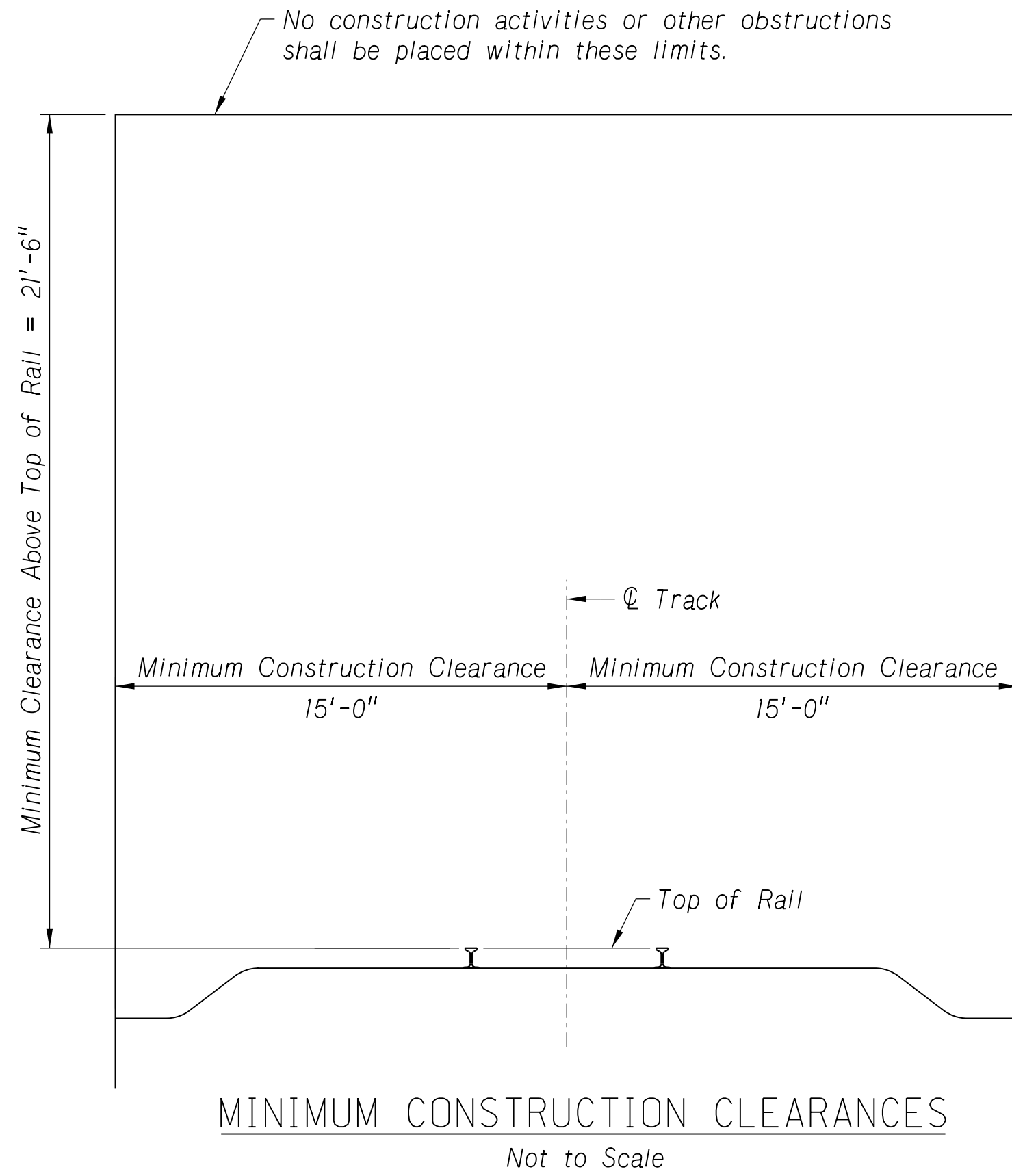
Design of shoring shall comply with the railroad's guidelines and A.R.E.M.A. Specifications for design and construction of shoring adjacent to active railroad tracks.

Direct payment will not be made for this work, but shall be considered subsidiary to the Pier Excavation.



TRACK PROTECTION SHORING REQUIREMENTS

Not to Scale



RAILROAD GENERAL NOTES:

Railroad review and approval of shoring, erection, demolition, and false-work is required. Allow a minimum of four weeks for the review and approval of each submittal and each re-submittal. (Section 3.5 BNSF/UPRR Grade Separation Guidelines)

Prior to excavation in UPRR Right-of-Way the Contractor shall call and notify the following: (Section 4.10 BNSF/UPRR Grade Separation Guidelines)

BNSF Fiber Optic Engineering:
"Call Before You Dig"
1-800-336-9193
UPRR Grade Crossing/Signal Hotline:
1-800-848-8715

The proposed bridge demolition project shall not increase the quantity and/or characteristics of the flow in the Railroad's ditches and/or drainage structures. (Section 5.7 BNSF/UPRR Grade Separation Guidelines)

The contractor must submit a proposed method of erosion and sediment control and have the method approved by the Railroad. (Section 4.5.1 BNSF/UPRR Grade Separation Guidelines)

All shoring systems that impact the Railroad's operations and/or supports the Railroad's embankment shall be designed and constructed per current Railroad Guidelines for Temporary Shoring. (Section 4.4.2 BNSF/UPRR Grade Separation Guidelines)

All demolitions within the Railroad's right-of-way and/or demolition that may impact the Railroad's tracks or operations shall be in compliance with the Railroad's Demolition Guidelines. (Section 4.4.3 BNSF/UPRR Grade Separation Guidelines)

Erection over the Railroad's right-of-way shall be designed to cause no interruption to the Railroad's operation, enabling the track(s) to remain open to traffic per the Railroad's requirements. (Section 4.4.4 BNSF/UPRR Grade Separation Guidelines)

Railroad requirements do not allow work within 50 feet of track centerline when a train passes the work site and all personnel must clear the area within 25 feet of the track centerline and secure all equipment.

False-work clearances shall comply with minimum construction clearances. (Section 4.4.1; 4.4.5; 5.3 BNSF/UPRR Grade Separation Guidelines)

For Railroad coordination please refer to the Railroad Minimum Requirements in the Special Provisions.

SHEET -	
PROJECT NO. -	
STRUCTURE NUMBER U1145M3505	
UPRR TRACK INFO MARYSVILLE SUBDIV. MILEPOST 262.19 LAT: 40.6031472 N, LONG: 96.3852948 W DOT INVENTORY NO. 814729E CITY: HASTINGS, NE	
olsson[®] 601 P Street, Suite 200 Lincoln, NE 68508 TEL 402.474.6311 FAX 402.474.6300 www.olsson.com	
COUNTY ADAMS	LOCATION HASTINGS, 16TH ST. - UPRR
HWY. NO. N/A	SKW VARIES
REF. POST. N/A	ROADWAY 26'-0"
STA. N/A	DESIGN LIVE LOAD H20-44
DESIGNED BY ARS	CHECKED BY TDC
DETAILED BY ARS	DATE OCTOBER 2021
HASTINGS, NEBRASKA	
SEAL OF THE STATE OF NEBRASKA TYLER D. CRAMER E-15457 10/29/2021	
SPECIAL PLAN NO. 1	3 5



PHOTO 1 - LOOKING EAST ALONG NORTH SIDE FROM ABUTMENT NO. 1



PHOTO 2 - LOOKING EAST ALONG SOUTH SIDE FROM ABUTMENT NO. 1



PHOTO 3 - LOOKING WEST ALONG NORTH SIDE FROM ABUTMENT NO. 2



PHOTO 4 - LOOKING EAST AT DECK FROM WEST END OF WEST APPROACH RETAINING WALL



PHOTO 5 - LOOKING AT WEST APPROACH FROM ABUTMENT NO. 1



PHOTO 6 - LOOKING WEST AT DECK FROM ABUTMENT NO. 2



PHOTO 7 - LOOKING AT EAST APPROACH FROM ABUTMENT NO. 2



PHOTO 8 - LOOKING SOUTH AT UPRR TRACKS BELOW SPAN NO. 8



PHOTO 9 - WEST APPROACH RETAINING WALL SOUTH SIDE LOOKING WEST



PHOTO 10 - ABUTMENT NO. 1



PHOTO 11 - ABUTMENT NO. 2



PHOTO 12 - TYPICAL SUPERSTRUCTURE SHOWN AT A FIXED BEARING END

10/29/2021 11:08 AM
C:\Users\tylerd\OneDrive\Documents\570'-0" 9-Span Rolled Beam Steel Girder Bridge Removal\570'-0" 9-Span Rolled Beam Steel Girder Bridge Removal.dwg
TYLER D. CRAMER
E-15457
10/29/2021

Note:
These photos are from the assessment completed on April 3, 2019. These Photos may not represent the most current conditions of the viaduct or the site.

SHEET -	
PROJECT NO. -	
STRUCTURE NUMBER U1145M3505	
UPRR TRACK INFO MARYSVILLE SUBDIV. MILEPOST 262.19 LAT: 40.6031472 N, LONG: 96.3852948 W DOT INVENTORY NO. 814726 CITY: HASTINGS, NE	
olsson® 601 P Street, Suite 200 Lincoln, NE 68508 TEL 402.474.6311 FAX 402.474.6300 www.olsson.com	
COUNTY ADAMS HWY. NO. N/A REF. POST. N/A STA. N/A	LOCATION HASTINGS, 16TH ST. - UPRR SKEW VARIES ROADWAY 26'-0" DESIGN LIVE LOAD H20-44
DESIGNED BY ARS CHECKED BY TDC DATE OCTOBER 2021	570'-0" 9-SPAN ROLLED BEAM STEEL GIRDER BRIDGE REMOVAL BRIDGE PHOTOS (1 OF 2)
HASTINGS, NEBRASKA	
SEAL TYLER D. CRAMER E-15457 10/29/2021 STATE OF NEBRASKA	
SPECIAL PLAN NO. 1	4 5

Department: Administration
Staff Contact: Dave Ptak
Council Meeting Date: 11/8/2021

AGENDA ITEM SUMMARY SHEET

Description of Item:

Approval of a City-Approval of a City of Hastings Business Usage of Cell Phone Policy

Names of People/Business affected by this action:

City employees

Why Council action is required:

City policies need to be approved by the City Council

Type of action requested:

Motion

Suggested motion:

Motion to approve the City-wide Cell Phone Policy

Deadlines associated with action:

Department head comments:

Since the availability of Smart Phones has greatly expanded in the marketplace and the cell phone plans available to people generally provide for unlimited calls and text messaging many City departments have been using cell phones for employee communications during the work day instead of radios. Many departments who have on-call employees have City-owned phones that the on-call employee has in their possession when they are on-call. There are also department phones that some employees carry as well as their own personal cell phone. This policy was developed to provide options for the use of City-owned and/or employee-owned phones, as well as a monthly stipend to employees who qualify under the criteria set forth in the policy for using their personal cell phone for City business communications as well as their own personal communications.

City Administrator comments:

Recommend approval

City of Hastings
Business Usage of Cell Phone Policy

1. Policy Summary Statement

- (a) The purpose of this policy is to provide a procedure for the City of Hastings employees to follow in regards to the business use of personally owned cell phones, the personal use of all cell phones during work hours, and personnel eligible to receive a City of Hastings cell phone or reimbursement for work-related use of personally owned cell phones.
- (b) This policy does not apply to Police Department or Fire Department Employees.

2. Procedure

(a) General

- (1) Use of cell phones to conduct official City of Hastings business is helpful in situations where other means of communication are not readily available. i.e. landline telephones or radios.
- (2) Use of personal cell phones for personal use during work hours is not prohibited, but employees are expected to exercise discretion and are encouraged to refrain from such activity until their designated break or lunchtime.
- (3) City of Hastings may acquire and assign cell phones to individual departments. It is expected that the employee shall have with them the assigned cell phone at all times during work hours. Use of these cell phones is for the convenience of the City to aid in efficient performance when employees are frequently away from access to traditional landline telephone service or without a radio. A Cell Phone Authorization and Agreement form shall be filled out for each City phone and submitted to the Information Technology Department.
- (4) In addition, City of Hastings will provide qualifying employees with a City of Hastings cell phone or the option of reimbursement for the use of the employee's personal cell phone for business use. A Cell Phone Authorization and Agreement form shall be filled out for each of these phones and submitted to the Information Technology Department.
 - (a) Qualifications for employees use of a cell phone are the following:
 - Employee is frequently away from access to traditional landline telephone service.
 - The nature of the employee's work is critical to the operation of the City of Hastings requiring immediate and direct accessibility/response during business or non-business hours that cannot be accommodated by another device.
 - The anticipated level of business use is significant whether in volume of calls or importance of the call.

- The nature of the employee's work requires immediate access to their City of Hastings email account and Internet access via a smartphone during business and non-business hours.
- Employee is a key staff member needed in the event of an emergency, playing a key role in problem solving and decision-making.
- Criteria to be reviewed on an annual basis

(b) Employees have certain expectations that come with the responsibility of their position. The employee's work is critical to the operation of the City of Hastings, at times requiring direct accessibility/response and cannot be accommodated by another device.

(1) Employees have the following expectations for use whether it is with a City of Hastings phone or their personal phone for which reimbursement is being made:

- The employee will have with them the cell phone at all times during working hours.
- If employee is in a supervisory role, they may be required to have with them the cell phone during non-business hours per their departmental needs.
- Salaried employees, when required shall reply to emails or other internet usage during business or non-business hours.

(b) City of Hastings owned and provided cell phones

(1) Employees must ensure cell phones are only used for business purposes and not in an illegal, illicit or offensive manner. The City of Hastings will maintain oversight of their department's City of Hastings owned cellular phone usage to ensure that use is appropriate and prudent fiscal management practices are followed.

(2) Qualified employees who chose to not receive the reimbursement and are provided a City of Hastings owned phone will have the cell phone with them at all times during working hours and are required to answer the cell phone during working hours. Failure to answer the City of Hastings owned cell phone during working hours may cause the employee to be subject to disciplinary action.

(c) Reimbursement for Qualifying Employees

(1) This reimbursement provides the employees with funds to help defray the cost of acquitting and maintaining cell phone services that would be used to conduct City of Hastings business. See the attached list for the positions eligible for reimbursement. Employees that qualify for cell phone reimbursement and choose to use their personal phone for business use shall receive a monthly reimbursement in an amount determined in the annual budget process.

- (d) Employees that choose to use their personal phone for business use shall submit a completed Cell Phone Authorization and Agreement form to the Information Technology department where the employee's phone number will be added to the official phone directory. It will be distributed to the Human Resource Department where it will be kept in the employee's file and to the Accounting Department for reimbursement of funds to the employee.
- (e) If there is a change in an employee's responsibilities that would disqualify them from continuing to receive reimbursement, the supervisor must immediately take the necessary steps to modify the benefit, effective with the date that the employee's responsibilities changed.
- (f) On an annual basis the employee will be given the opportunity to make changes to their choice of using a personal phone for business use.
- (g) Qualifying employees receiving reimbursement shall acquire and maintain an active cell phone service that provides national coverage and has an activated voicemail feature as well as, and if appropriate, a data plan. Qualifying employees should notify the Human Resources Department within 15 days of any changes in his/her cell phone service during the fiscal year. The employee's cell phone number will be placed in the contact/directory lists.
- (h) The City of Hastings is not liable for any damages to an employee owned phone during the use of the phone for work purposes.

3. Safety

Any employee utilizing a cell phone shall comply with all provisions set forth in the City of Hastings Fleet Management Policy and the City of Hastings Employee Handbook as the same may, from time to time, be amended.

4. Privacy

No employee using his or her personal device should expect any privacy except that which is governed by law. City of Hastings has the right, at any time, to monitor and preserve any communications that use the City of Hastings's networks in any way, including data, voicemail, telephone logs, internet use and network traffic, to determine proper use. City of Hastings reserves the right to review or retain personal and City of Hastings related data on personal devices or to release the data to government agencies or third parties during an investigation or litigation. The City of Hastings may review the activity and analyze use patterns and may choose to publicize these data to ensure that City of Hastings resources in these areas are being use according to this policy. Furthermore, no employee may knowingly disable any network software or system identified as a monitoring tool.

5. Effective Date

This policy shall become effective December 1, 2021

City of Hastings
Cell Phone Authorization and Agreement Form

This form is to be used in conjunction with the Business Usage of Cell Phone Policy to request a phone for an individual or for departmental use and to also to receive reimbursement of personal phone use for those eligible.

Section 1

Employee _____
Job Title _____

Date _____
Department _____

1. _____ Employee meets all qualification requirements per Section 2(a) 4 of the Business Usage of Cell Phone Policy

(A). _____ Employee requests reimbursement for personal phone use
(fill out Section 2)

(B). _____ Phone to be a departmental phone

Section 2

It has been determined that _____ is a City of Hastings employee that conducts certain City related business which at times requires the use of a cell phone and therefore qualifies for reimbursement. Rather than being issued a cell phone by the City of Hastings, employee desires the ability to utilize his/her own personal cell phone for City business purposes in exchange for a monthly per diem (non-taxable to employee).

_____ Phone service with data plan (\$30.00 per month)

Employee understands and agrees that in exchange for the monthly per diem stated above, employee will adhere to all of the stipulations outlined in the "Business Usage of Cell Phone Policy". Employee's cell phone will be listed in the phone directory.

The employee's cell phone number: _____

This agreement may be modified on an annual basis before January 1 each year.

Date

Date

Signature

Signature

Employee Name

Department Head

*Please return to Information Technology Department

Department: Human Resources
Staff Contact: Joslynn Roth, Dave Ptak
Council Meeting Date: 11/8/2021

AGENDA ITEM SUMMARY SHEET

Description of Item:

Approval of the Collective Bargaining Agreement of Firefighters Local 675

Names of People/Business affected by this action:

City of Hastings
International Association of Firefighters Local 675

Why Council action is required:

Must have Approval from the City Council for Collective Bargaining Agreements

Type of action requested:

Motion

Suggested motion:

Approve Collective Bargaining Agreement for Fiscal Year 2021-2022 / Fiscal Year 2022-2023 /
Fiscal Year 2023-2024

Deadlines associated with action:

As Soon As Possible

Department head comments:

City Administrator comments:

Recommend approval



City of Hastings, Nebraska
And
International Association of Firefighters
Local 675

Collective Bargaining Agreement

Fiscal Year 2021-2022
Fiscal Year 2022-2023
Fiscal Year 2023-2024

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ARTICLE 1. RECOGNITION

Section 1.

The City recognizes the Union as the sole and exclusive bargaining representative for all civil service positions of the Hastings Fire Department other than the Fire Chief, Assistant Fire Chief, and Fire Marshall.

Section 2.

The term "employee", as used elsewhere in this Agreement means individuals employed in those job classifications, which are included in the recognized bargaining unit as set forth in Section 1 hereof whether or not they are a member of the Union.

Section 3.

The City recognizes the Union as the sole collective bargaining agent in regard to wages, hours of work, and conditions of employment for employees as defined in Sections 1 and 2 above.

Section 4.

The Union recognizes the responsibility imposed on it as the exclusive bargaining agent for the employees of the fire department of the City. The Union therefore agrees that it will cooperate with the City and support its efforts in training to assure a full day's work on the part of its members, and that it will combat "absenteeism". The Union further agrees that it will support the City in its efforts to eliminate waste and conserve materials and supplies.

ARTICLE 2. DISCRIMINATION

The Union and the City fully agree that no partiality and/or discrimination shall be shown against anyone on the basis of race, creed, color, national origin, age, ancestry, sex, or religion.

ARTICLE 3. HOURS OF WORK 7 OVERTIME PAY

Section 1. Work Day And Work Week

The City shall establish the workday, the work period, and work schedules as permitted by law.

Section 2. Hours Scheduled

Employees are currently scheduled to work either 40, 96 or 120 hours in each 14-day pay period, for a total of 160 or 216 hours in each 28-day cycle. For payroll purposes, employees are paid for 80 or 108 hours in each 14-day pay period, regardless of the actual hours scheduled.

Section 3. Changes In Work Schedule

All changes in the work day, work period, work schedules, and shift assignments, except in cases of emergency, shall be posted for all affected employees to see at least fourteen (14) calendar days before the change is effective.

Section 4. Overtime

Overtime work shall be authorized in the following cases:

- A. In the event of fire, flood, catastrophe, or other unforeseeable emergency.
- B. Where a position must be manned and another employee is not available to work.
- C. Two (2) hours of overtime pay for cancellation of overtime if the employees receives less than fourteen (14) calendar day notice as provided in Section 3 above.
- D. To provide essential services when such services cannot be provided by overlapping work schedules.
- E. When the City determines that utilization of present employees is more advantageous to the City than hiring additional personnel.

- F. No employee shall be regularly scheduled to work overtime without the approval of the Fire Chief or authorized representative.
- G. Overtime work shall be authorized in advance, except in cases of emergency, as delegated by the Fire Chief or authorized representative.

Section 5. Hours Worked

For purposes of calculating eligibility for overtime, "hours worked" shall include actual hours worked, vacation leave used, personal day used, and military leave used. Sick leave used shall not count as actual time worked for overtime purposes.

Section 6. Eligibility

Employees will be eligible for overtime pay for hours worked in excess of their scheduled hours in each 14-day pay period (80, 96 or 120 hours). Overtime work shall be compensated in cash or compensatory time at the rate of one and one-half (1.5) times the number of actual hours worked in excess of the hours scheduled. The maximum compensatory time accrual balance shall be 96 hours.

Section 7. Unit of Pay

Overtime shall be accrued and compensated for in one-quarter (1/4) hour increments for non-emergency call-back.

Section 8. Half-Time Pay

Employees who work between 212 and 216 hours in a 28-day cycle shall receive additional half-time (%) pay for each hour worked between 212 and 216 hours.

Section 9. Emergency Call To Duty

If an employee is called to duty during off-duty time, such employee shall be paid for a minimum of two (2) hours, or the actual number of hours worked, whichever is greater, at the rate of one and one-half (1.5) times the employee's regular rate of pay. Any part of a half hour shall constitute one (1) full half (1/2) hour for pay purposes in such instances.

An employee called to duty will be released as soon as the situation necessitating the call is completed and sufficient on-duty personnel are again available to handle the normal call volume. However, employees called to duty again during the initial two (2) hour period will not be allowed to claim a second two (2) hours while being paid for the initial two (2) hour period.

(For example, if an employee is called and arrives at 9am and is released 9:30 the two-hour period begins at 9am and will be paid for 2 hours. If the employee is called again and arrives at 10:15 and leaves at 11:30pm, this call is still part of the original call. However, it went beyond the initial 2-hour period so the employee would be paid for 2.5 hours.)

When an employee is required to stay beyond the end of the employee's shift, such employee shall be compensated at time and one-half for the actual number of hours worked as a continuation of shift pay if overtime is merited. Paid leave taken shall not be included in hours worked in determining if time and one-half is merited. The City Administrator may authorize exceptions to these rules as deemed necessary on a case-by-case basis.

For pay purposes, time commences at the time of arrival. Emergency call to duty may not be cancelled by page. Payment will only be made for authorized pages or calls by the Fire Chief or authorized representative for all employees who responded to their page or call-in.

The City shall pay employees using their personal cell phone a monthly stipend of \$10 per month in lieu of a paging device which amount shall be paid monthly. Each employee shall be responsible for the care of their own cell phone. Maintenance and replacement of personal cell phones shall be the responsibility of the employee.

For purposes of this section, "page" shall be generally defined as contact through the employees' cell phones requesting assistance of all firefighters so paged.

Section 10. Daylight Savings Time

Employees who work a full shift on the day that daylight savings time begins each year shall be compensated for twenty-four (24) hours. Similarly, employees who work a full-shift on the day that daylight savings time ends each year shall be compensated for twenty-four (24) hours; it being the intent of the Union that two daylight savings time shifts be treated as any other twenty-four (24) hour shift.

Section 11. Specialty Pay

Employees assigned as Acting Officer or Acting FAO for one full shift shall be entitled to be paid for that shift at the rate of the step above their current pay rate. If the employee is at Step 8, the rate between each step shall be added to Step 8 as though it were a Step 9 and the employee paid at that rate for the shift. No employee shall be assigned as Acting Officer unless directed to do so by the Fire Chief or designated representative. If the employee is on overtime, the employee will be paid the overtime rate for the step above the employee's current pay rate as provided above.

Section 12. Mandatory Overtime

Leave time and unfilled positions may present the inability to provide minimum staffing on any given shift. This may require mandatory overtime by personnel to fill a position. Mandatory overtime may be required for up to 24 hours. Mandatory overtime will be considered a last resort only after all requests for voluntary hire-back have been declined.

Department Administration will maintain a list for mandatory overtime. The list will be based on reverse seniority and will indicate rank and acting-up qualifications (officer and/or FAO). When an employee is mandated overtime for any number of hours, the employee's name will be moved to the bottom of the list. Employees skipped due to not having the proper qualifications will remain at their current position on the list.

When a mandatory overtime situation occurs, the on-duty staffing officer will:

1. Identify the minimum qualification that must be filled.

Example 1: The opening is for an FAO, and there is an acting FAO on shift. Therefore, the minimum needed is FF/EMT.

Example 2: The opening is for an officer, and there are no acting officers on shift. Therefore, the minimum needed is an acting officer.

2. Mandate the first employee on the list that is on-duty and meets the minimum qualification.

Example 1: If the minimum qualification is FF/EMT, any employee on the list would meet this.

Example 2: If the minimum qualification is acting officer, only employees identified as officers and acting officers would meet this.

Exemptions – The Fire Chief, Assistant Fire Chief, EMS/Training Coordinator, and light duty employees will be exempt from mandatory overtime. Employees on sick, vacation, funeral and personal leave will be exempt.

Employees will not be mandated to work for any number of hours that will require the employee to work in excess of forty-eight (48) hours straight.

Example: If an employee who is going off duty has worked 36 hours, they may be mandated for the first 12 hours of a shift.

Employees mandated to work overtime will be compensated at 1.5 times their base rate of pay. If specialty pay is earned per Article 3, Section 11, then the employee will be compensated at this specialty rate. Minimum compensation will be 2 hours.

The Fire Chief and Union will both approve any internal policies that are required to implement the execution of this section, but will not overrule this contract. These policies may include addressing mandatory list maintenance, hire-back procedures, undue hardship waivers, disciplinary actions, trades, and any other unforeseen circumstances that may arise as a direct result of mandatory overtime.

ARTICLE 4. WAGES, PROMOTION AND DEMOTION

Section 1. Pay Plan

The pay plan for this Agreement is set forth in Attachment A of this Agreement, said pay plan being for the 2021- 2022 fiscal year.

The pay schedules for the job titles covered by this Agreement for each fiscal year hereafter shall be established each year as computed by the following methodology:

- A. Array. The array to be used for the civil service positions covered by this Agreement will consist of the following Nebraska cities:

Beatrice	Grand Island
Columbus	Norfolk
Fremont	North Platte

The City and the Union agree that the Fire Department positions in the cities listed above are sufficiently similar to the corresponding Hastings Fire Department positions such that salary data can be compared for the purpose of determining the salary for the period in question.

- B. Survey. On May 1 of each year, a survey document signed by the President of the IAFF and the City Administrator shall be mailed to the City Manager/Administrator of each city in the above-named array requesting minimum and maximum salary data on an annual basis for the Civil Service positions. For each city in the array, the survey shall request the actual salaries in effect on May 1 of that year. The complete survey sheets will be returned by the respondents to the City Administrator who will provide copies as they are received to the President of the IAFF. If it appears that one or more cities in the array have not timely responded to the survey, the President of the Union and the City Administrator shall jointly contact the city.
- C. Analysis. Within seven (7) days of receiving all completed surveys, the City Administrator and the President of the IAFF Union shall meet and analyze the survey responses. The following computations shall be performed:

Mean - the arithmetic average of the survey responses. The minimum salaries for each city shall be summed and divided by the number of responses. The maximum salaries for each city shall be summed and divided by the number of responses. This step will identify the mean or average salary in the array for the minimum step of the pay grade and the maximum step of the pay grade.

Median - the city that is in the middle of the range. This shall be determined by counting the number of cities that responded for each position. If the number is an odd number, the midpoint is the city that has an equal number of cities ranked in ascending order by compensation above and below it. If the number of responding cities is an even number, the midpoint shall be calculated by averaging the two cities that have an equal number of cities above and below it. The midpoint shall be calculated for the minimum pay step and the maximum pay step.

Midpoint - the midpoint compensation shall be determined by averaging the mean and the median. The midpoint shall be calculated for both the minimum and maximum step. The result of these calculations would then be converted to hourly amounts based on the work schedule of two thousand eight hundred and eight (2,808) hours per year. If any number should show a negative number, that number shall be interpreted as a zero (0). If the Midpoint should indicate a zero (0) increase, the wage shall remain frozen until such time as the calculation indicates an increase in base pay is warranted.

- D. Salary Determination. Salary shall be determined and paid to affected employees by computing the hourly target minimum and hourly target maximum into an eight (8) step salary schedule with the difference between steps being equal.

Timeframes between each step will be as follows:

Step 1	1 year
Step 2	1 year
Step 3	1 year
Step 4	1 year
Step 5	1 year
Step 6	1 year
Step 7	1 year
Step 8	1 year

All increases in pay resulting from the methodology contained herein shall be computed and payable from the regular pay period closest to October 1 of each year.

Section 2. Merit Pay Increases

Employees shall be granted a one step advance in pay in the same salary range, under the following conditions:

- A. From Step 1: Upon completion of the established probationary period in Step 1 with an overall performance evaluation rating of satisfactory or higher.
- B. From Steps Above Step 1: Upon completion of the required length of service in respective steps, as shown in the pay plan, with an overall performance evaluation rating of satisfactory or higher, provided that no employee shall be granted a step increase in pay within one year following a documented disciplinary action other than an oral or written reprimand, or an unsatisfactory performance evaluation.

Section 3. Promotion, Demotion & Transfers

When an employee is promoted, demoted, or reclassified, the employee's rate of pay in the new position shall be determined as follows:

- A. Promotion: New rate of pay shall be that pay grade/salary range established in the pay plan for the position. The pay step for the promoted employee shall be established such that the employee receives the equivalent of a one-step pay increase as a minimum. A new base pay date shall be established as of the date of the promotion.
- B. Demotion: New rate of pay shall be that prescribed for the new salary range/pay grade in the same step as the employee held in the former salary range and a new base pay date shall be established as of the date of demotion.
- C. Transfer Between Positions: When an employee transfers between positions within the same pay grade/salary range, the employee's rate of pay shall remain unchanged.

ARTICLE 5. EMPLOYEE PROBATION PERIOD

Section 1. New and Returning Employees

Every new employee and returning former employee shall serve a probationary period of one year during which time the employee may be discharged without cause being shown at the discretion of the Fire Chief or the appointing authority. Neither the probationary employee nor the Union shall have the right to process a grievance because of the employee's discharge.

Section 2. Promoted Employees

Every promoted employee shall serve a probationary period of six (6) months. A promoted employee who, during the promotion probationary period, is determined to be unwilling or unable to satisfactorily perform the duties required of the position to which promoted shall be returned to the position held prior to promotion.

Section 3. Employment Status

An employee who has successfully completed a probationary period shall be designated as a permanent status employee. Employees who were formerly employed by the City must satisfactorily complete a probationary period to be designated as a permanent status employee.

ARTICLE 6. TERMINATIONS

Section 1. Notice of Resignation

All employees must meet the following conditions in order to be considered in "good standing":

- A. Employee must give the Fire Chief or City Administrator written notice at least fourteen (14) calendar days prior to resignation unless the Fire Chief or City Administrator agrees to a shorter period. A notice of resignation form is available for the written notice. Failure to do so may, at the discretion of the Fire Chief or City Administrator, be reason for treating the resignation as a dismissal and the refusal of subsequent good references. In the case of dismissal, the action may be made effective immediately or the employee may be given two (2) week's notice at the discretion of the Fire Chief.
- B. The employee must turn in all keys, uniforms, City identification, equipment, etc. which were provided by the City as part of employment before the employee's last day of employment.
- C. The employee provides a forwarding address for future correspondence.

Section 2. Retirement

Employees are asked to give a minimum of thirty (30) day written notice prior to the effective date of retirement.

Section 3. Effective Date

The effective date (termination date) shall be the last day worked, and unless otherwise agreed, or as required by state or federal law.

Section 4. Pay at Termination

At the time of resignation, dismissal, death or retirement, the following benefits apply:

- A. All unused accrued vacation leave will be paid.
- B. Group term life insurance will remain in effect until the last day of the month in which the employee's last day of employment occurs.
- C. Health insurance will 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 will be paid to employees who have accumulated time approved by the Fire Chief.
- E. Accrued holiday hours will 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 according to the Employee Handbook found under subparagraph (18) under the heading of Sick Leave, currently on page 11 of the Employee Handbook.

Leave time available to the employee as of the termination date shall be paid to the employee as a lump sum, and shall not serve to extend the termination date.

ARTICLE 7. HOLIDAYS

Section 1. Holidays

The following holidays are observed each year for regular, full-time employees:

New Year's Day

January 1st

Martin Luther King, Jr. Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Day

Third Monday in January
Third Monday in February
Friday before Easter Sunday
Last Monday in May
July 4th
First Monday in September
November 11th
Fourth Thursday in November
December 25th

Section 2. Holiday Pay

Employees shall be paid one (1) time each calendar year on the first paycheck in November for the holidays since the previous first paycheck in November. If an employee's service terminates for any reason, the employee will be paid for holidays that the employee was in pay status since the last November's holiday payment. The November holiday payment will be twelve (12) hours pay at the employee's regular hourly rate for each of the ten (10) holidays designated in Section 1. above, whether they worked the holiday or were off duty; this is in addition to their regular salary.

Section 3. Eligibility for Holiday Pay

No employee shall be eligible for holiday pay status unless such employee was in an active pay status on the employee's last regularly scheduled day before the holiday and first regularly scheduled day after the holiday. Active pay status shall mean any pay status other than leave without pay or suspension without pay.

Section 4. Personal Day

Each contract year, employees on the payroll shall receive twenty-four (24) personal day hours which shall be used in accordance with the procedures provided for the use of accumulated time off. Such personal time off shall not be cumulative from year to year and unused personal day hours will be compensated at the employee's regular rate of pay.

New employees shall not receive the personal day until the start of the contract year following the employee's date of hire.

ARTICLE 8. VACATION LEAVE

Section 1. Purpose

Generally, vacations are granted to an employee to rest and recuperate and therefore must be taken to collect any vacation pay.

Section 2. Accrual

Vacation leave shall accrue to full-time employees based on years of service from the time they are hired (anniversary date). 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 10 hours each month (120 hours per year).
- B. Employees with five years of service, but less than 10 years of service, shall accrue vacation leave at a rate of 14 hours each month (168 hours per year).
- C. Employees with 10 years of service, but less than 15 years of service, shall accrue vacation leave at a rate of 17 hours each month (204 hours per year).
- D. Employees with 15 years of service, but less than 25 years of service, shall accrue vacation leave at a rate of 20 hours each month (240 hours per year).
- E. Employees with 25 years of service or more, through the duration of their employment, shall accrue vacation leave at a rate of 22 hours each month (264 hours per year).

Section 3. Forfeiture and Carry-over

An employee may carryover up to two times their annual allowance for vacation leave based on their number of years of employment. If, due to circumstances beyond the employee's control, the employee is unable to take vacation within the prescribed time, the City Administrator may extend the prescribed time so that the vacation is not lost. Vacation leave shall accrue to an employee by months in which the employee is in paid status more than half a month. Termination date shall be the last day worked, and unless otherwise agreed, or as required by state or federal law, no benefits shall accrue after that date. Vacation or other leave time available to the employee as of the termination date shall be paid to the employee as a lump sum, and shall not serve to extend the termination date.

Section 4. Scheduling of Vacation Time

Each employee shall apply to the Fire Chief for vacation leave. The Fire Chief shall give first consideration to an employee's vacation request at the time of application. When simultaneous vacation requests have been submitted, years of continuous service shall be the basis for resolving such conflicts. The Fire Chief shall make every effort to accommodate all employee vacation leave requests while taking into account the staffing requirements of the department. The Fire Chief shall not schedule the use of vacation time for employees for the purpose of avoiding FLSA requirements as to overtime compensation.

Section 5. Rate of Pay

Vacation pay shall be computed by the employee's basic wage rate at the time the vacation is taken.

ARTICLE 9. SICK LEAVE

Section 1. Amount Authorized

Permanent full-time employees shall accrue sixteen and one-half (16.5) hours of sick leave for each month of service. Sick leave shall be accrued for any month in which an employee is in active pay status for more than half of that month and not during a month when the employee begins employment on or after the 16th nor during a month when the employee leaves employment on or before the 15th.

An employee may accumulate up to one thousand eight hundred fifty-four (1,854) hours of sick leave. Sick leave shall not be granted in advance of accrual, but vacation leave or leave without pay or both may be authorized by the Fire Chief when an employee has exhausted the employee's sick leave.

Section 2. Compensation

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 the employee's current rate of pay and work schedule without the inclusion of any overtime factor.

Section 3. Use of Sick Leave

An employee may use sick leave hours for sickness or injury, or when attendance at duty may jeopardize the health of others. Non-emergency medical exams or treatment shall be scheduled whenever possible during off duty hours.

An employee who requests sick leave which fills gaps within or time during previously authorized leave (vacation, comp time, etc.), will be required to provide medical documentation, at the employee's expense, for the requested time off.

Section 4. Proof of Illness

An employee using sick leave for three (3) or more consecutive shifts for themselves shall provide an attending physician's statement to the Fire Chief releasing the employee to return to work. An employee on sick leave due to illness or injury shall be required to produce a doctor's statement as to the nature and extent of illness or injury if requested to do so by the Fire Chief. The City shall have the right to require the employee to be examined by the City physician and/or pass a Physical Capacity Profile examination at its expense.

Section 5. Reports on Condition

When an employee finds it necessary to utilize sick leave, the employee or a member of the employee's household shall notify the employee's supervisor as soon as possible prior to the scheduled reporting time. If an employee fails to notify the employee's supervisor, when it was reasonably possible to do so, sick leave shall not be approved. An employee must keep the employee's supervisor informed of the employee's condition.

Section 6. Fraudulent Use

Sick leave is deemed a privilege that is to be used only by the employee in the event of sickness, except as otherwise provided herein. The City may investigate any sick leave taken by an employee. False or fraudulent use of sick leave shall be cause for disciplinary action and may result in dismissal. The Fire Chief may recommend the suspension of employee's accumulation and use of sick leave for up to six (6) months to the City Administrator. Such employee shall not be paid for or earn any sick days during such suspension.

Section 7. Immediate Family

In addition to sick leave for employee illness or injury, sick leave may be used when it is medically necessary as determined by a physician for the employee to be with an immediate family member. Immediate family is limited to spouse, parent, parent-in-law, child or step-child of the employee. "Child" shall include biological, adopted or foster child, a step-child, a legal ward, or a child of a person standing "in loco parentis".

Sick leave shall not be used for custodial care, baby-sitting, etc. In such cases, other leave time or leave without pay shall be used.

Physician's certificates are required for family sick leave benefits if the employee is off work more than twenty-four (24) hours per incident.

Section 8. Compensation at Termination

Upon termination of employment, an employee who has been employed by the City shall be compensated for accumulated sick leave provided, however, an employee who is terminated for cause other than disability shall not be eligible for this benefit, as follows:

- A. Employed for a period of not less than ten (10) continuous year, but not more than twenty (20) continuous years, the compensation shall be twenty-five percent (25%) of the employee's accumulated sick leave balance. The maximum number of hours allowed to be paid is 463.5 hours.
- B. Employed for a period of twenty (20) continuous years or more the compensation shall be fifty percent (50%) of the employee's accumulated sick leave. The maximum number of hours allowed to be paid is 927 hours.
- C. Employees who die while in the employ of the City shall receive payment for accumulated sick leave at the rate of fifty percent (50%) of the employee's accumulated sick leave at time of their death, regardless of the number of years of service. The maximum number of hours allowed to be paid is 927 hours.

ARTICLE 10. FUNERAL LEAVE

Section 1. Funeral Leave

When a permanent full-time employee is absent from work because of the necessity of arranging for and attending the funeral of a member of the employee's immediate family, the employee shall be allowed 24 hours funeral leave per occurrence, subject to the following provisions:

- A. The employee is on the active payroll on the date of the death of a member of the immediate family;
- B. The employee notified the Fire Chief or the Fire Chief's authorized representative as soon as practicable of this purpose of the employee's absence and not later than 24 hours before the day the funeral leave is to be taken;
- C. In the event the death occurs on a day on which the employee is on duty, the employee may immediately leave upon notifying the Chief or the employee's designee and use paid leave other

than sick leave for the remainder of that shift, and that day shall not count as the funeral leave day described above;

D. All leave must be used within fourteen (14) calendar days following the death of an eligible person. Under extreme circumstances, the fourteen (14) day requirement may be waived by the Fire Chief.

E. For the purposes of this section, the immediate family is hereby defined as:

- Spouse, parents, and grandparents thereof;
- Sons and daughters, and spouses thereof;
- Parents, and spouses thereof;
- Brothers and sisters, and spouses thereof;
- Grandparents and grandchildren, and spouses thereof;

These include biological, adopted, step, half, foster, or spouse of the listed family member.

F. Employees shall be allowed time off to attend the funeral of an aunt or an uncle, provided that the employee shall be required to use accrued leave other than sick leave for this purpose.

G. If the employee requests additional time off and the Fire Chief approves such request, such additional time shall be charged against the employee's accrued leave other than sick leave.

Section 2. Pallbearer

A period of four (4) hours of sick leave will be allowed when an employee is required to act as a pallbearer.

ARTICLE 11. LEAVE OF ABSENCE

Section 1. Non-Medical

The Fire Chief may, with the approval of the City Administrator, grant a non-medical leave of absence without pay to an employee for any good cause when it is in the best interest of the City. The Fire Chief may grant an employee leave without pay for a specified time not to exceed six (6) calendar months. During this leave without pay, the employee may elect to continue health insurance coverage and health insurance benefits with the full premium paid by the employee.

Section 2. Conditions of Use

Leave without pay shall be subject to the following provisions:

- A. The employee must submit a written request to the Fire Chief to be approved by the City Administrator stating the reasons for the request at least fifteen (15) working days prior to the date the leave would begin.
- B. All leave balances (vacation, sick leave when appropriate, banked holiday hours and comp time) must be used before leave without pay can be applied.
- C. At the expiration of leave without pay, the employee shall return to the position held prior to the leave.
- D. Vacation and sick leave hours and holiday pay shall not be earned during leave without pay.
- E. A leave without pay shall not constitute a break in service.
- F. Failure to report promptly at the expiration of the leave of absence shall be considered a resignation.
- G. A leave of absence without pay shall not be allowed for any employee to work for another employer, or for self-employment.

ARTICLE 12. WORKER'S COMPENSATION INJURIES

- A. Employees injured while on duty who are eligible to receive worker's compensation disability payments will receive full pay from the City for the duration of their injury or as per Neb. Rev. Stat. §16-1031. 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.

- B. If an employee is injured while on duty, the employee will be paid for any time away from work for the first doctor appointment. The employee will also be paid through the end of the employee's regular work day or shift, if the employee is unable to complete the employee's work day or shift on the date of injury or after the first doctor appointment.
- C. For any subsequent doctor/physical therapy appointments, the employee must cover time off with leave time, until the employee has 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.
- D. In addition, Neb. Rev. Stat. §16-1031, as the same may from time to time be amended, shall apply.

ARTICLE 13. COURT LEAVE

Section 1. When Authorized

In the event an employee is summoned to any court for the purpose of performing jury duty, the employee shall receive the employee's hourly rate of pay for any regularly scheduled working hours spent in actual performance of such service.

In the event an employee is summoned to appear as a witness, except where the employee is a litigant or defendant in a criminal case or any action brought about as a result of the employee's own misconduct, the employee shall receive the employee's regular rate of pay for any regularly scheduled working hours spent in actual performance of such service.

If an employee is called as a witness for the City during off-duty time and such time does not coincide with the employee's scheduled work hours, the employee shall be paid for a minimum of two (2) hours.

Section 2. Procedure

An employee who is called for witness or jury service shall present the original summons or subpoena from the court to the employee's supervisor. At the conclusion of such duty, a signed statement from the clerk of the court, or other evidence, showing the actual time in attendance at court shall be presented to the employee's supervisor.

If the employee is excused from court or jury service during hours he or she is regularly scheduled to work, the employee must notify the employee's supervisor immediately and may be required to report to work if the circumstances are reasonable.

Section 3. Fees

All witness fees and reimbursements received as a result of employment related court appearances shall be remitted to the City Treasurer in order to be considered at work for payroll purposes.

ARTICLE 14. MATERNITY LEAVE

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 the employee's 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.

ARTICLE 15. 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, Space Force 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 vacation leave.

ARTICLE 16. HEALTH AND WELFARE INSURANCE

Section 1. Health Insurance

The City agrees to provide medical insurance during the term of this Agreement. Employees may elect either the City's PPO or HDQP plan. Employees shall pay one hundred percent (100%) of comparable employee participation as reflected in an annual survey to be conducted at the same time as the annual wage survey for the plan chosen. If the HDQP is not a prevalent practice in the array as set forth in Article 4, Section 1 A. above, the employee shall pay one hundred percent (100%) of the rate paid by non-Union employees. These new amounts shall be effective January 1 of each year throughout the contract.

The City reserves the right to substitute existing health insurance and major medical with a comparable plan from another company.

Section 2. Life Insurance

The City agrees to pay premiums to provide term life insurance in the amount equal to the employee's annual base salary rounded to the nearest thousand dollars. The maximum coverage shall be \$50,000.

Section 3. Dental Insurance.

The City agrees to pay \$20.00 per month towards the dental insurance premium for the selected coverage for all employees enrolled in dental insurance. The employee will be responsible to pay the cost of the insurance premium above this amount.

Section 4. Long-term Disability Insurance

The City agrees to provide long-term disability insurance which will apply to employees while off duty. This insurance will be fully funded by the City and will provide an employee with 60% of their base salary after 90 days of disability.

ARTICLE 17. PHYSICAL EXAM

Section 1. Upon Appointment

All applicants receiving an appointment to a permanent position are required to take a physical examination at the City's expense. This examination must be given by the City physician or the City Physician's designee. The results of the examination shall be approved by the City Physician and the Civil Service Commission before the appointee begins work.

Section 2. Annual

Thereafter, employees shall take an annual physical as per the then current NFPA standards at the City's expense by a physician designated by the City.

ARTICLE 18. CLOTHING ALLOWANCE

Section 1. Gear Provided

All day wear uniforms and personal protective gear required by the City, except for station shoes, shall be provided by the City. All equipment issued to new hires shall be subject to a reimbursement agreement between the employee and the City.

Section 2. Annual Allowance

On January 1 of each year, each employee shall receive the allotment of \$100 for the purchase of station shoes.

Section 3. Replacement

All such equipment shall be issued in a safe and workable condition and shall be the property of the City,

returnable upon retirement, termination of service, suspension or layoff. All gear shall be inspected annually

by the City to ensure the same meets NFPA standards and any equipment lost or damaged in the course of duty shall be replaced by the City.

ARTICLE 19. DRUG AND ALCOHOL-FREE WORKPLACE POLICY

Employees shall comply with the City's Drug and Alcohol-Free Workplace Policy found in Article XII of the City Employee Handbook, as the same may from time to time be amended.

ARTICLE 20. SAFETY COMMITTEE

In the interest of safety an internal safety committee is hereby established consistent with Department Policy and the NFPA within the Hastings Fire Department to review safety programs and to discuss safety programs and equipment in general. The final or prime responsibility of the safety program lies with the Fire Chief. Copies of the minutes of the internal safety committee will be forwarded to the Fire Chief and the IAFF President.

ARTICLE 21. GRIEVANCE PROCEDURE

Section 1. Purpose

The City encourages employees to informally take any job-related complaints to the employee's immediate supervisor who shall attempt to understand all points of view and provide clear and timely responses to all complaints. An employee who is not satisfied with the results is entitled to bring forward a grievance without retribution, discrimination, or harassment.

Section 2. Definition

A grievance for the purpose of this Agreement refers to a question of interpretation, application, and meaning of the terms of this labor agreement. A grievance may be presented individually by the employee, by the employee and the union, by the Fire Chief, or by the City Administrator.

Section 3. Procedure

Grievances will be addressed according to the following guidelines, with all references to days being calendar days. The grievance procedure shall be filed using the step beginning with the supervisor in the lowest on the chain of command that has the authority to resolve the grievance.

The grievance must be in writing and contain the following:

- A. clearly state the basis for the complaint;
- B. the act or acts of commission or omission;
- C. the exact date of the act or acts;
- D. the identity of the party or parties who claim to be aggrieved;
- E. the identity of the party or parties alleged to have caused the grievance;
- F. the specific provision of the city ordinances, personnel rules, or contract that is alleged to have been violated; and
- G. the remedy requested.

Step 1 - An employee shall notify the employee's immediate supervisor or designee about the grievance within five (5) days of the incident in question.

Within five (5) days after being notified of the grievance, the supervisor will:

- 1. document the grievance;
- 2. investigate the circumstances surrounding the grievance, including interviewing the employee to clarify the issues involved;

3. initiate any corrective action, if necessary; and
4. inform the employee of the decision or action to resolve the grievance.

Step 2 - If the grievance is not resolved to the satisfaction of the employee, the employee may submit the written grievance to the Fire Chief within five (5) days of the date the employee was informed of the immediate supervisor's decision.

Within five (5) days after receiving the written grievance, the Fire Chief will:

1. document receipt of the grievance;
2. investigate the circumstances surrounding the grievance, including examining related documentation and interviewing the employee and immediate supervisor;
3. confirm, reject or alter the immediate supervisor's decision and initiate corrective action, if necessary; and
4. provide the employee, immediate supervisor and Human Resources Department with copies of the written decision.

Step 3 - If the Fire Chief does not resolve the grievance to the satisfaction of the employee, the employee may file an appeal with the City Administrator within five (5) days of receiving the Fire Chief's written decision.

Within ten (10) days of receiving the written appeal, the City Administrator will:

1. document receipt of the grievance;
2. investigate the circumstances surrounding the grievance, including examining related documentation and interviewing the employee, immediate supervisor and Fire Chief; and
3. render a decision.

Step 4 - If the City Administrator does not resolve the grievance to the satisfaction of the employee, the employee may file an appeal with the Civil Service Commission within five (5) days of receiving the City Administrator's written decision.

Thereafter, the resolution of such grievance shall be handled in accordance with the applicable portions of the Hastings City Code and the rules of the Civil Service Commission promulgated pursuant thereto, all of which are hereby incorporated by reference in this Agreement.

Step 5 -Any party shall have the right to appeal the decision of the Civil Service Commission to the District Court as provided under applicable Nebraska law.

Any grievance filed, which resulted from termination or suspension for more than ten (10) days, shall be filed directly to the City Administrator, or the City Administrator's designated representative, within ten (10) days after the employee received notification of the disciplinary action.

Under no circumstance shall an employee go to the Mayor or a City Council member with a grievance.

Section 4. Time limitations

Late filing of a grievance at any stage of the procedure may bar its consideration. Similarly, failure of management to provide a written response within the time required shall allow the employee to take the grievance to the next step. Time limits may be shortened, expanded or waived at any time by mutual agreement of the employee and the responding party.

The term "days" as used in this article shall mean calendar days. If the last day of the time period falls on a Saturday, Sunday and/or City recognized holiday the period shall extend until the end of the next day that is not a Saturday, Sunday, or recognized holiday.

Section 5. Representation

The employee shall have the right to have representation of the employee's choice in any step of the grievance procedure.

Section 6. Presentation

The grieving party will present all grievances in person. Time used to present a grievance or appeal while off duty will not be paid by the City and permission to be absent from duty to present a grievance must be obtained in advance. Permission will not be unreasonably denied. Employees shall not abuse their privilege to leave their station or interrupt work to discuss or present grievances to any Union or other representative, except as provided herein.

Section 7. Limitations

The grievance procedure shall not be used to change any provisions already agreed upon in this Agreement.

ARTICLE 22. PROHIBITION OF STRIKE

Section 1. Prohibition of Strike

The Union shall neither cause nor counsel any person to hinder, delay, limit or suspend the continuity or efficiency of any City function, operation or service for any reason, nor shall it in any manner coerce and intimidate, instigate, induce, sanction, suggest, conspire with, promote, support, sponsor, engage and condone or encourage any person to participate in any strike, slow down, mass resignation, mass absenteeism or any type of concerted work stoppage. The Union shall not aid or assist any person or parties engaged in the above prohibited conduct by giving direction or guidance to such activities and conduct, or by providing funds or their assistance for the conduct or direction of such activities, or for the payment of strike, employment of other benefits to those persons or parties participating in prohibited conduct and activities; provided however, the Union may provide legal representation to members. In applying the provisions of this Article, all of the terms used herein shall be given the meaning commonly understood. The Union shall not be in breach of contract for the acts or actions hereinbefore enumerated if not caused or authorized directly or indirectly by the Union.

Section 2. Union Responsibility

Upon notification confirmed in writing by the City to the Union that certain of its members are engaged in a "wild cat" strike, the Union shall immediately, in writing, order such members to return to work at once and provide the City with a copy of such order, and a responsible official of the Union shall publicly order them to return to work. Such characterization of the strike by the City shall not establish the nature of the strike. Such notification by the Union shall not constitute an admission by it that a "wild cat" strike is in progress or is taking place, or that any particular member is or has engaged in a "wild cat" strike. The notification shall be made solely on the representations of the city. In the event that a "wild cat" strike occurs, the Union agrees to take all reasonable effective and affirmative action to secure the members' return to work as promptly as possible. In the absence of a prompt return to work such absent employee shall be deemed to be absent without leave and shall be subject to disciplinary action including dismissal as provided in the policies of the City and Civil Service Commission. The City agrees that it shall not lock out employees because of a labor dispute.

ARTICLE 23. UNION SECURITY

Section 1.

The existence of the Union shall be determined by the employment of the full-time employees of the department.

Section 2.

All full-time employees as defined by Article 1, Section 1, and in accordance with state law, shall be free to exercise their free choice as to whether to join or not to join the Union.

Section 3.

While the Union is free to seek membership on and off the City premises during the free time of an employee, the Union, its officers or members shall not intimidate, threaten or coerce employees into joining or continuing membership therein, nor will the City intimidate, threaten or coerce employees regarding membership in the Union.

Section 4.

The Union shall be free to collect Union dues, fines, fees and assessments (as provided in its Constitution) from the individual employees who choose to pay them so long as the Union representatives do not trespass upon City property without permission or seek in any way to interfere with any employee during work time.

Section 5.

The union may conduct meetings on the department premises subject to the approval of the Fire Chief, which approval will not be unreasonably withheld.

ARTICLE 24. UNION DUES CHECKOFF

Section 1. Recognition

The City shall, in accordance with the provisions of this Article, deduct certified regular monthly union dues from the pay of each employee, provided that at the time of such deduction the City has in its possession an unrevoked written authorization, executed by the employee; and provided further that such deductions shall be only to the extent of those monies available after all other required and authorized deductions have been made. Dues checkoff shall remain a part of the contract unless statutes change to prohibit dues checkoff.

The City shall check off only certified monthly dues for the month involved. If the pay of the employee is insufficient to permit such checkoff, such dues shall not be deducted from subsequent pay periods. In such event, it shall be the Union's responsibility to collect these dues from the employee. If the City deducts dues pursuant to the provisions of this Agreement and the employee has made a duplicate payment to the Union directly, it shall be the responsibility of the employee to collect such duplicate payment from the Union.

Section 2. Revocation

Any such written authorization from any employee covered by this Agreement may be canceled or revoked by the employee by written notification thereof to the Union and the City.

Section 3. Remittance

The Union dues shall be deducted monthly from the first pay period of the month for that month's dues. The City shall remit such sums so deducted to the Treasurer of International Association of Firefighters Local Union 675 within fifteen (15) days from the date of such pay day.

The Union shall provide the City thirty (30) days written notice of any certified change in the amount of monthly union dues.

The City agrees to provide this service without charge to the Union.

Section 4. Indemnification

The Union agrees to indemnify and hold the City harmless against any and all claims, suits and orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under provisions of this Article.

ARTICLE 25. BULLETIN BOARD AND PARKING AREAS

Section 1. Bulletin Board

The department agrees to provide wall space where the Union may put up its own bulletin board. The Union may post notices of meetings or other business or social matters of the Union. However, nothing of a political nature and nothing of a derogatory nature concerning the City, department or individuals shall be posted on such bulletin board. Any violation of the Article by the Union shall entitle the department to immediately cancel the provisions of this section and prohibit the Union from further use of the bulletin board.

Section 2. Parking Areas

The City will provide lighted and paved parking areas for parking of autos and similar vehicles of fire department personnel. Such areas may be used for other departmental purposes.

ARTICLE 26. UNION BUSINESS

Section 1. Negotiations

Union officials, not exceeding three (3) in number, shall be granted leave from duty with pay for all meetings between the City and the Union for the purpose of negotiating the terms of an agreement when such meetings actually take place at a time during which such employees are on duty.

Section 2. Conventions

Union officials, not exceeding two (2) in number, may be granted leave from duty without pay for the purpose of attending official and authorized Union conventions when it has been determined by the Fire Chief that such absences will not hinder the effective operation of the department. Such leave shall be contingent upon written request by the Union to the Fire Chief no less than fourteen (14) days in advance of the first day of the requested leave. Proof of attendance shall be provided.

ARTICLE 27. MANAGEMENT OF THE DEPARTMENT

The City retains and shall continue to exercise any and all rights, authority, powers and privileges which it had prior to the execution of this Agreement except only as such right, authorities, power and privileges are clearly and expressly relinquished by the specific provisions of this Agreement. Included within such right, authority, powers and privileges, without limiting the generality of the foregoing, are the rights to determine the size of the working force and the number of employees required either temporarily or permanently in the fire department; the right to reprimand, suspend, discharge or otherwise discipline employees for cause determined to be just by the City; the right to determine the work and training to be done by employees of the fire department and to add additional or reduce jobs or positions; the right to determine and alter the means and methods of performing the work and to adopt new and/or different procedures, training, machinery and equipment; the right to hire, promote, train, demote, retire, transfer, lay off and recall employees to work; the right to establish hours of work and the number or hours and shifts to be worked within the terms of this Agreement; the right to expand, move, reduce, alter, combine, transfer, assign or cease any job, operation or service; the right in all respects to contract with others for any such work of type or nature as the City may in good faith determine to be in its best interest; and the right to operate the business of the fire department in any manner that the City may deem to be most effective or expedient. All the rights, authorities, powers and privileges are subject to the provisions of the Hastings Civil Service Commission as well as the City ordinances and state and local laws. The City of Hastings specifically reserves the right to partially or entirely eliminate the fifty-four (54) hour workweek and to implement a forty (40) hour workweek or to lay off such number of employees as it deems appropriate, and implement a volunteer fire department. It is understood that the terms of this Agreement are written on the basis that the employees are working a fifty-four (54) hour workweek, and that the specific provisions of various articles may be adjusted by the City to reflect the change to a forty (40) hour workweek.

ARTICLE 27.1 TRANSFER FROM 54-HOUR TO 40-HOUR WORK WEEK

The parties agree and acknowledge that the following adjustments shall be made when an employee is transferred from a 54-hour work week to a 40-hour work week.

Section 1. Salary

Salary shall be adjusted by taking the current annual salary of the 54-hour position and dividing it by 2,080 to determine the hourly rate of pay for the 40-hour position.

Section 2. Accrued Sick Leave and Vacation

The accrued sick leave and vacation leave of the transferred employee shall be adjusted to an amount of 74.07 percent of accrued leave as a 54-hour employee which leave shall be available to the employee working a 40-hour per work week.

Section 3. Accrual of Holidays, Sick Leave, and Vacation

The 40-hour per week employee shall observe the same holidays as other non-union City positions and shall accrue sick leave, vacation, and all other leave as set forth in the City of Hastings Employee Handbook.

ARTICLE 27.2 TRANSFER FROM 40-HOUR TO 54-HOUR WORK WEEK

The parties agree and acknowledge that the following adjustments shall be made when an employee is transferred from a 40-hour work week to a 54-hour work week.

Section 1. Salary

Salary shall be adjusted by taking the current annual salary of the 40-hour position and dividing it by 2,808 to determine the hourly rate of pay for the 54-hour position.

Section 2. Accrued Sick Leave and Vacation

The accrued sick leave and vacation leave of the transferred employee shall be adjusted by multiplying the 40-hour employee's bank of leave time by 1.35 to determine the amount of accrued leave as a 54-hour employee. The adjusted leave time shall be available to the employee working a 54-hour per work week.

Section 3. Accrual of Holidays, Sick Leave, and Vacation

The 54-hour per week employee shall observe the holidays and shall accrue sick leave, vacation, and all other leave as set forth in the original Agreement.

ARTICLE 27.3 PROMOTION FROM 54-HOUR TO 40-HOUR WORK WEEK

The parties agree and acknowledge that the following adjustments shall be made when an employee is promoted from a position with a 54-hour work week to a position with a 40-hour work week.

Section 1. Salary

Salary shall be determined by the pay scale rate in place for the position that the employee is being promoted to.

Section 2. Accrued Sick Leave and Vacation

The accrued sick leave and vacation leave of the promoted employee shall be adjusted to an amount of 74.07 percent of accrued leave as a 54-hour employee which leave shall be available to the employee working a 40-hour per work week.

Section 3. Accrual of Holidays, Sick Leave, and Vacation

The 40-hour per week employee shall observe the same holidays as other non-union City positions and shall accrue sick leave, vacation, and all other leave as set forth in the City of Hastings Employee Handbook.

ARTICLE 27.4 DEMOTION FROM 40-HOUR TO 54-HOUR WORK WEEK The parties agree and acknowledge that the following adjustments shall be made when an employee is demoted from a position with a 40-hour work week to a position with a 54-hour work week.

Section 1. Salary

Salary shall be determined by the pay scale rate in place for the position that the employee is being demoted to.

Section 2. Accrued Sick Leave and Vacation The accrued sick leave and vacation leave of the transferred employee shall be adjusted by multiplying the 40-hour employee's bank of leave time by 1.35 to determine the amount of accrued leave as a 54-hour employee. The adjusted leave time shall be available to the employee working a 54-hour per work week.

Section 3. Accrual of Holidays, Sick Leave, and Vacation

The 54-hour per week employee shall observe the holidays and shall accrue sick leave, vacation, and all other leave as set forth in the original Agreement.

ARTICLE 28. COVERAGE

The parties express and declare that they have bargained between them on all phases of hours, wages and working conditions and that this Agreement represents their full and complete agreement without

reservation or expressed or unexpressed understanding. Any aspect of hours, wages and working conditions not covered by any particular division of this working agreement is declared to have been expressly eliminated as a subject for bargaining during the life of this Agreement and may not be raised for further bargaining or negotiations without the written consent of all the parties hereto. All matters not expressly covered by this Agreement shall be governed by the Hastings Civil Service Commission, City ordinances, City's Employee Handbook, and state and federal laws. The Union agrees to assist the City in its obligation to comply with the ADA.

As a result of negotiations, and in consideration of this entire collective bargaining agreement, the Union, on behalf of all of its members, hereby knowingly, intelligently, and voluntarily waives its right to file any proceedings with the Nebraska Commission of Industrial Relations (CIR) alleging lack of comparability with respect to any wages, fringe benefits or any other conditions of employment with respect to the time period of this contract.

ARTICLE 29. LIABILITY

It shall be clear that the City and its officers shall be liable for fulfillment of this Agreement, and the Union members and officer of the Union shall be equally liable for the fulfillment of all the terms of this Agreement.

ARTICLE 30. CASUAL EMPLOYEES

Casual employees may be employed as and where needed to supplement the regular full-time employees as long as no full-time employees are rendered below fifty-four (54) hours per week. This provision shall not operate to prevent the City from assigning employees to a forty (40) hour workweek, nor shall it prevent the City from eliminating its paid fire department and instituting a volunteer fire department.

ARTICLE 31. SEVARABILITY

If any part of this Agreement is now or shall hereafter be declared invalid or unenforceable by decree of a court of competent jurisdiction or through the enactment of federal or state legislation, the remainder of the Agreement will continue in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement.

ARTICLE 32. PERSONNEL RECORD

Section 1. File Review

An employee shall be entitled to review the employee's personnel record by appointment. Such approval shall not be unreasonably withheld or delayed.

Section 2. Copies Provided

Employees shall be given a copy of any evaluation, warning, reprimand, or other disciplinary action in writing and made a part of the employee's personnel record within 10 calendar days after any such document is made a part of the employee's personnel record and the employee shall sign the document placed in the file. In the event the employee fails or refuses to sign the document, the person requesting the signature shall make a note of that fact on the document, which notation of refusal shall be witnessed by a third party.

Section 3. Document Signature

The signing of any document or materials to be placed in the employee's personnel record will not indicate an agreement by the employee as to the contents of the documents or material, but will acknowledge that the employee has observed the same.

Section 4. Employee Response

The employee may, in lieu of processing a grievance, submit a written response to be placed in the employee's personnel record and affixed to any personnel action taken by the employer within thirty (30) calendar days after such time as the employee has affixed the employee's signature to the document reflecting the personnel action taken by the employer. Such response shall constitute and remain a part of the personnel record.

Section 5. Management of Files

Management files may be maintained at the Fire Station for management use in the preparation of evaluations, tracking, verbal warnings, and maintaining a history not to exceed the past two years. Management files are not accessible to the employee being managed, only the manager or supervisor of the employee. Items placed in the Management file will be dated.

ARTICLE 33. NEGOTIATIONS

Negotiations for the new contract or amendments to this contract shall commence no later than one hundred twenty (120) days prior to the scheduled expiration date of this contract.

ARTICLE 34. DURATION OF AGREEMENT

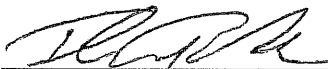
This Agreement shall be effective on October 1, 2021 and shall continue in full force and effect until September 30, 2024.

Dated the _____ day of _____, 2021.

CITY OF HASTINGS, NEBRASKA,
A MUNICIPAL CORPORATION

HASTINGS FIREFIGHTERS ASOCIATION
LOCAL UNION 675, IAFF, AFL-CIO

By: _____
Mayor

By:  _____
IAFF President

WITNESS:

City Clerk

(SEAL)

Department: Administration
Staff Contact: Dave Ptak
Council Meeting Date: 11/8/2021

AGENDA ITEM SUMMARY SHEET

Description of Item:

Approval of Fraternal Order of Police Lodge 9 Collective Bargaining Agreement for Fiscal Years 2021 through 2024

Names of People/Business affected by this action:

Hastings Police Department and FOP Lodge 9

Why Council action is required:

Collective Bargaining Agreements need to be approved by the City Council

Type of action requested:

Motion

Suggested motion:

Motion to approve the Fraternal Order of Police Lodge 9 Collective Bargaining Agreement for Fiscal Years 2021 through 2024

Deadlines associated with action:

As soon as possible

Department head comments:

City Administrator comments:

Recommend approval



COLLECTIVE BARGAINING AGREEMENT

CITY OF HASTINGS, NEBRASKA

and

**FRATERNAL ORDER OF POLICE
LODGE 9**

Fiscal Year 2021 – 2022

Fiscal Year 2022 – 2023

Fiscal Year 2023 – 2024

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THIS AGREEMENT is entered into this _____ day of _____, 2021, by and between the CITY OF HASTINGS, NEBRASKA, a Municipal Corporation, hereinafter called "City" and the FRATERNAL ORDER OF POLICE LODGE 9, hereinafter called "Union".

ARTICLE 1 – STATEMENT OF PURPOSE

Section 1. Recognition

The City recognizes the Union as the sole and exclusive collective bargaining representative of all sworn full-time police officers, corporals, and sergeants of the Hastings Police Department.

Section 2. Definitions

The term "full time" means any employee in a position which requires a total combined eighty (80) hours of work scheduled in a two (2) week payroll period.

The term "employee" as used elsewhere in the Agreement means individuals employed in those job classifications which are included in the recognized bargaining unit as set forth in Section 1 hereof.

Section 3. Exclusivity

The City recognizes the Union as the sole collective bargaining agent in regard to wages, hours, and working conditions for those employees who are members of the Union set forth in Section 1 hereof. However, nothing herein shall prevent an individual employee or group of employees from presenting grievances to the City.

Section 4. Common Goals

The Union recognizes the responsibility imposed on it as the exclusive bargaining agent for the covered employees of the Hastings Police Department. The Union therefore agrees that it will cooperate with the City and support its efforts to assure a full day's work on the part of its members and that it will combat "absenteeism". It further agrees that it will support the City in its efforts to eliminate waste and conserve materials.

Section 5. Membership Limitations

While the Union is free to seek membership on and off City premises during the free time of an employee, the Union, its officers, and members shall not intimidate, threaten, or coerce employees into joining the Union or continuing membership therein.

Section 6. Membership Rights

The City by the same token hereby states, affirms, and acknowledges the right of the Union to seek membership of the City's employees during their free time, and the City and Union further agree and affirm such organizing work on the free time of the employees will be free of any intimidation, coercion, or threats on the part of the City, its administration, or the Union.

Section 7. Violations

If any section of this Agreement becomes in violation of the laws of the United States or the State of Nebraska, the parties shall immediately renegotiate the section to eliminate the violation. The aim of the parties shall be to return the parties to the benefit of the bargain reached in the initial negotiation process.

ARTICLE 2 – NON-DISCRIMINATION

Section 1. EEO

The Union and the City fully agree that no partiality and/or discrimination shall be shown against anyone on the basis of race, creed, color, national origin, age, ancestry, sex, religion, or joining or failing to join the Union.

Section 2. ADA

In order to allow the City to deal directly with disabled employees and to maintain confidentiality as required by the Americans With Disabilities Act, the Union hereby waives its right to bargain over any and all aspects of the City's efforts to comply with the Americans With Disabilities Act with respect to employees in this bargaining unit. This waiver shall include, but is not limited to, the City's direct dealing with employees with respect to accommodations and the obligation of the City to maintain confidentiality with respect to medical conditions or medical histories under the ADA.

ARTICLE 3 – HOURS OF WORK AND OVERTIME

Section 1. Shifts

Sworn personnel will be assigned to permanent shifts and may be scheduled for a twelve (12) hour shift, ten (10) hour shift, or an eight (8) hour shift, with a total combined eighty (80) hours of work scheduled during a two (2) week payroll period. Patrol shifts shall be twelve (12) hours in duration. The pay period for purposes of calculating overtime shall consist of a fourteen (14) day cycle that runs concurrent with the City's current payroll cycle. The work period is being adopted pursuant to section 207(k) of the FLSA and 29 C.F.R. part 553. Work performed in excess of eighty (80) hours within any fourteen (14) day work period shall be compensated for at the rate of time and one half. No time shall be considered work time unless the employee is scheduled or required to work and does report for work and works as required.

The Union and the City agree that personnel who work an extra detail, which are reimbursed by a third party, shall be compensated at their normal overtime rate regardless if the employee uses vacation, holiday, or compensatory time for that day.

The City may alter the lengths of shifts seasonally or to enable special work details. Except in a public safety emergency or during training, the City agrees to provide fourteen (14) days notice of shift alterations and will alter shifts on less notice only with the mutual consent of the Chief, or the Chief's designee, and the affected employee(s).

Section 2. Minimum Call Back

If an employee is called to duty during their time off, they shall be paid for a minimum of two (2) hours at the rate of time and one-half, or one and one-half the times the actual time worked, whichever is greater commencing upon the employee's arrival at the specified or

assigned duty station. However, if the call back time is due to a telephone or virtual conference only, and the transaction can be completed from the employee's point of origin, the employee shall be paid for a minimum of one (1) hour at the rate of time and one-half, or one and one-half the times the actual time worked, whichever is greater.

Section 3. Guaranteed Overtime

Employees who are called to work due to: a shift shortage or emergency, to testify in court, to attend department meetings, to attend pre-trial conferences, or any mandatory job related purpose on a day that they are not scheduled to work will be paid a minimum of two hours at the rate of time and one-half or one and one-half the times the actual time worked, whichever is greater regardless if vacation, holiday, compensatory, or sick time is used during that pay period.

Overtime hours accrued for FTO's, OIC's, late calls, report writing, etc. will be deducted from any vacation, holiday, sick, or compensatory time the employee takes during the pay period.

Example: An employee has court for two hours on their day off, then stays one hour late to type reports after a shift, and has a twelve-hour vacation day all in the same pay period. The employee will be paid two hours of overtime for the court and will only use eleven hours of vacation, as the hour for report writing will be deducted from the vacation hours used.

Section 4. Training Hours

Time in attendance during certification at the Nebraska Law Enforcement Training Center and during the Hastings Police Department's Field Training Program shall be compensated at straight time.

Section 5. Stand by pay

Employees who are assigned to be on call as part of a regularly schedule rotation and are required to carry a cellular phone in order that they will be available for duty within a thirty (30) minute response time shall receive a stand-by pay supplement. The amount of the supplement pay shall be one (1) hour of overtime pay, at the rate of time and one half, for every 24 hours. In the event that an employee has less than 80 hours of time worked, these hours will be counted as regular time worked. Employees who are required, by direction of the Chief of Police, to carry their personal cellular telephone shall receive a supplement of twenty (\$20) dollars per month..

Section 6. Changes in Work Schedule

The City may establish and change the beginning and ending times of shifts. Assignment to those shifts shall be on a permanent basis. Each employee shall have the privilege to select the shift to which they shall be assigned. In the event that the number of employees seeking assignment to any shift exceeds the available positions, assignment will be determined by seniority. Any employee, upon their request may, with the approval of the Chief, be reassigned to a different shift if (a) there is an available position, or (b) there is a position in that shift filled by an employee having less seniority than the employee seeking reassignment, in which event the employee with the least seniority in that shift shall be removed and reassigned to another shift by the Chief. Any employee who is reassigned upon their request to a different primary shift (day, evening, and/or night shift) shall not be entitled to seek reassignment to a different, primary shift until at least one (1) year shall have elapsed. However, the Chief may assign any employee to any shift when the Chief determines that it is in

the best interests of the department to do so. The Chief shall give any employee notice of reassignment at least three (3) days before it shall become effective.

Section 7. Compensatory Time

In lieu of payment of overtime hours worked, the employee may elect to take compensatory time off. One and one-half (1 ½) hours of compensatory time shall be credited for each overtime hour worked. Compensatory time may not be used on a holiday.

Compensatory time may be accumulated up to a maximum of ninety-six (96) hours.

Each fiscal year during the term of this Agreement, an employee may elect to cash in a maximum of forty-eight (48) hours of compensatory time, subject to the following procedure:

- A. Prior to August 31 of each fiscal year, the employee must turn in Notice of Intent to the Human Resource Department of the number of hours, not to exceed forty-eight (48), of compensatory time the employee elects to cash in for that fiscal year.
- B. The number of compensatory hours elected to be cashed in by an employee as provided in subparagraph A. above for the current fiscal year shall be paid to the employee on the first payroll in November of the next fiscal year.

Example: Compensatory hours elected prior to August 31, 2020 for fiscal year 2019-20 shall be paid on the first payroll of November 2020.

It shall be permissible to use less than eight (8) hours at a time. Compensatory time shall be used only with the approval of the Chief of Police or the Chief's designated representative.

Section 8. Compensation at Termination

Employees who resign, retire, or die while in the employ of the City shall be compensated for accumulated Compensatory time. The amount of that compensation shall be one hundred percent (100%) of the accumulated Compensatory time.

Section 9. Specialty Pay

Employees assigned as Field Training Officers or as Officer In Charge and work a minimum of six (6) hours shall be entitled to one-half (1/2) hour of overtime pay per shift while serving as a field training officer or officer in charge. This specialty pay will only be paid as overtime when the employee has eighty (80) hours of time worked as described in article three section three.

Section 10. Daylight Savings Time

Supervisors will schedule employees during the two changes of Daylight Savings Time so overtime is not incurred.

ARTICLE 4 – WAGES, PROMOTIONS, AND DEMOTIONS

Section 1. Wages

The pay schedules for the job titles covered by this Agreement for the period October 1, 2021, through September 30, 2024, are set forth in Attachment A of this Agreement.

The pay schedules for the job titles covered by this Agreement for each fiscal year covered by this Agreement shall be established each year as computed by the following methodology:

- A. Array.
The array to be used for the positions of Police Officer, Police Corporal, and Police Sergeant shall consist of the following Nebraska cities:

Columbus	Norfolk
Fremont	Scottsbluff
Grand Island	Kearney

The City and the Union agree that the police positions in the cities listed above are sufficiently similar to the corresponding Hastings police positions such that salary data can be compared for the purpose of determining the salary for the period in question.

- B. Survey.
On May 15th of each year, a survey document shall be requested from the City Manager/Administrator of each city in the above-named array requesting minimum and maximum salary data on an annual basis for the positions of Police Officer, Police Corporal, Police Sergeant. For each city in the array, the survey shall request the actual salaries in effect on May 15 of that year. The complete survey sheets will be returned by the respondents to the City Manager/Administrator who will provide copies as they are received to the President of the FOP.

- C. Analysis.
Within seven (7) days of receiving all completed surveys, the City Administrator and the President of the FOP Union shall meet and analyze the survey responses. The following computations shall be performed:

Mean—the arithmetic average of the survey responses. The minimum salaries for each city shall be summed and divided by the number of responses. The maximum salaries for each city shall be summed and divided by the number of responses. This step will identify the mean or average salary in the array for the minimum step of the pay grade and the maximum step of the pay grade.

Midpoint—the city that is in the middle of the range. This shall be determined by counting the number of cities that responded for each position. If the number is an odd number, the midpoint is the city that has an equal number of cities ranked in ascending order by compensation above and below it. If the number of responding cities is an even number, the midpoint shall be calculated by averaging the two cities that have an equal number of cities above and below it. The midpoint shall be calculated for the minimum pay step and the maximum pay step.

Target—the target compensation shall be determined by averaging the mean and the midpoint and then adding the Wage Adjustment based on comparability as used by the City for all non-union employees. The target shall be calculated for both the minimum and maximum step.

If any number should show a negative number, that number shall be interpreted as a zero (0). If the target should indicate a zero (0) increase, the wage shall remain frozen until such time as the calculation indicates an increase is warranted.

D. Salary Determination.

Salary shall be determined and paid to affected employees by computing the hourly target minimum and hourly target maximum into an eight (8) step salary schedule such that each step will have an equal increase. The timeframes between each step will be as follows:

Step 1	1 year
Step 2	1 year
Step 3	1 year
Step 4	1 year
Step 5	1 year
Step 6	1 year
Step 7	1 year
Step 8	Top

All increases in pay resulting from the methodology contained herein shall be computed and payable from the regular pay period closest to October 1 of each year.

E. Master's Program

This is a voluntary program. This program is to recognize and compensate Patrol Officers, Corporals, Detectives, and Sergeants who have shown their dedication to their profession by bettering themselves during their career. Those employees who perform at a high level, enhance their education, training, advanced skills, extra duties, physical fitness, firearms proficiency and team involvement should be rewarded for their efforts. Once obtained, those employees participating must continue to maintain specific standards to maintain the "Master" designation. Once earned, the designation will be for 12 months. If standards are not maintained, the "Master" status will end at the end of the 12 months and the employee will not be eligible for the designation for 12 months. At the end of those 12 months, the employee may reapply for the designation. This program will coincide with the employee's yearly performance evaluation and it will be the employee's responsibility to advise their supervisor of their intention to apply/reapply yearly.

After an employee is granted "Master" status, the employee will receive "Master" certification pay of \$250.00 per month, as long as the employee maintains "Master" status.

All employees wishing to participate must meet the following requirements yearly to be granted "Master" status:

1. Be a full-time employee who has reached step eight (8) on the pay scale.
2. Complete the current Cooper Physical Fitness assessment test that uses the one (1) mile run as the standard with a cumulative score of at least 50%.
3. Score a minimum of 80% on the State handgun qualification and The Department's rifle qualification.
4. Maintain a positive yearly evaluation that results in a merit increase.

These four (4) requirements must be met annually and will be administered and overseen by The Department's administration. The handgun qualification, rifle qualification, and the physical fitness test will be administered annually with alternative dates to accommodate those employees with scheduling conflicts. Employees wishing to participate in this program agree that the physical fitness testing portion will be completed off-duty and at the employees own risk.

This program will be implemented on the first pay period following the completion of the listed criteria. Previous handgun and rifle scores along with the employee's most recent evaluation will be used for the implementation.

Section 2. Step Pay Increases

(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 for the next step shall be the effective date of promotion.

(c) Any deviation requested by the Chief of Police 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 the Chief of Police, establish the salary of any promoted, transferred, reallocated, or Nebraska Certified lateral transferred employee to a step higher than that provided in subsections (1), (3) and (4) above.

Section 3. Promotions, Demotions, and Transfers

(1) When an employee is promoted to a position having a higher pay scale, their rate of pay shall be determined as follows:

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.

(a) 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 return to the rate of pay they received prior to being promoted, except in the case where an employee is demoted to a position other than their prior position to have been promoted.

(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 as follows:

(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 Administrator, may 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.

ARTICLE 5 – EMPLOYEE PROBATIONARY PERIOD

Section 1. Length of Probation

Every new employee, returning former employee, or promoted employee shall serve a probationary period. The length of the probationary period shall be as follows:

- A. New Employee.
One year from date of employment.
- B. Returning Former Employee.
One year from date of employment.
- C. Promoted Employee.
Six months from date of promotion.

Section 2. Procedure for Completion

During the thirty (30) days prior to the end of such period, a performance evaluation shall be prepared by the employee's immediate supervisor. The Chief of Police may terminate the employee from the probationary position with or without cause. If the termination pertains to a

promoted employee on probation, the employee shall return to the position they occupied prior to the promotion if there is a vacancy or a comparable position to return to. Employees who have successfully completed their probationary period after initial appointment shall be designated permanent employees. Employees who were formerly employed by the City must satisfactorily complete a probationary period to be awarded permanent employee status.

ARTICLE 6 – HOLIDAY PAY

Section 1. Holidays Observed

The following days shall be considered as holidays:

New Year's Day	Independence Day
Dr. Martin Luther King, Jr. Day	Labor Day
President's Day	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day

Patrol Division employees shall observe the holiday on the actual day of the holiday while employees of the Detective Division and other Department personnel will observe the holiday on the same day as all other City employees.

Any new National holiday observed by the City shall be granted to employees covered by this contract with the Maximum Accrual of holiday time increasing by the same amount

Section 2. Holiday Pay

Employees who work a holiday as listed in this section shall receive holiday pay for a full shift at regular pay for their normal work shift for the holiday and time and one-half for the actual number of hours worked. If an employee is required to work longer than his/her standard shift on a holiday, the holiday pay shall be extended to be equal to the actual number of hours worked. When a holiday falls within a period of leave of absence without pay, the employee shall not be paid for the holiday.

Section 3. Holiday Time—Off Duty

When a holiday occurs during an employee's off-duty shift or if the employee is scheduled to work and takes the holiday off, they shall be given eight (8) hours of compensatory time off, to be known as "holiday time" and banked as holiday time hours.

Section 4. Maximum Accrual

Employees may accumulate up to eighty-eight (88) hours of holiday time unless additional holidays are granted by the City and in which case the maximum accrual will increase by the same amount as is granted.

Section 5. Compensation at Termination

Employees who resign, retire, or die while in the employ of the City shall be compensated for accumulated holiday time. The amount of that compensation shall be one hundred percent (100%) of the accumulated Holiday time.

ARTICLE 7 – VACATION

Section 1. Purpose

Vacations are a gratuity granted to an employee to rest and recuperate and therefore must be taken in order to collect any vacation pay.

Section 2. Requirements

Employees will not, under any circumstances, collect any vacation benefits until after they have completed at least one (1) year of continuous service.

Section 3. Rate of Accrual

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 $\frac{2}{3}$ 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 $\frac{1}{3}$ 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 $\frac{1}{3}$ 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 $\frac{2}{3}$ hours each month (176 hours per year).

Section 4. Maximum Accrual

Employees may accumulate up to two times their annual allowance for vacation leave based on their number of years of employment. Employees may not accumulate vacation time in excess of the amount allowed by this provision; however, the City Administrator with the recommendation of the Chief of Police, may extend the period within which any accumulated vacation must be taken when it appears that the employee will not be able to take the accumulated vacation within the prescribed time limit due to work-related circumstances beyond the employee's control. No employee shall be paid for forfeited vacation leave.

Section 5. Scheduling

A vacation request sheet will be posted on January 1 of each year. Officers will have until March 1 of that same year to make requests for vacation. All requests should fall between March 1 of the current year, and March 1 of the following year. All requests made during the sign-up period will be considered by seniority on each shift. After the sign-up period is over, officers' vacation requests will be considered on a first come, first served basis. Vacations shall be taken at such time and for such periods as will best serve the interest of the department and the discretion of the Chief of Police or the Chief's designee. All vacation requests will be honored, except in the event of an emergency or when the employee chooses to move to a different shift.

Section 6. Compensation at Termination

Employees who resign, retire, or die while in the employ of the City shall be compensated for accumulated vacation time. The amount of that compensation shall be one hundred percent (100%) of the accumulated vacation time.

ARTICLE 8 – SICK LEAVE

Section 1. Rate of Accrual

Full-time employees shall accrue eight (8) hours of sick leave with pay for each month of service and may accumulate up to one thousand sixty (1,160) hours of sick leave.

Section 2. Use of Sick Leave

In computing sick leave, the compensation paid shall be the amount the employee would have earned during the sick leave period (for duty hours) if they had been working at their current rate of pay and work schedule but shall not include any overtime compensation.

At no time shall an employee be allowed more sick leave than they have accumulated at the end of the month before the pay period. No sick leave shall be granted in advance of accrual.

A 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.

Employees may use sick leave for illness of themselves or a member of the employee's immediate family with the approval of the Chief of Police or the Chief's designee.

Section 3. Maximum Accrual

As set forth above, employees are not allowed to accumulate more than one thousand one hundred sixty (1,160) hours of Sick leave. On the second pay day of January in each year, employees who have accumulated more than one thousand one hundred sixty (1,160) 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 sixty (1,160) hours which may be carried over to the next calendar year.

Section 4. Compensation at Termination

(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.

ARTICLE 9 – FUNERAL LEAVE

Section 1. Funeral Leave

When an employee is absent from work because of the necessity of arranging for and attending the funeral of their immediate family, they shall be allowed up to twenty-four (24) hours leave, provided that:

- (a) The employee is on the active payroll on the date of the death of their immediate family member;
- (b) The employee notified their supervisor of the purpose of his absence not less than eight (8) hours prior to the time they are scheduled to report for duty;
- (c) Payment will be made for a day of absence only if such day is one of the three (3) days either commencing with the day of such death or with the day immediately following the day of such death and is a day during which the employee would have worked had it not been for the absence;
- (d) No payment will be made for any day of absence which is later than the day of such funeral, except where the employee attends the funeral at a location where the reasonable time for travel extends the absence beyond the day of such funeral;
- (e) The employee, when requested, furnishes proof satisfactory to the City of the death, their relationship to the deceased, the date of the funeral, and the employee's actual attendance at such funeral; and
- (f) If the employee requests additional time off, and the Chief of Police approves such request, leave in excess of twenty-four (24) hours shall be charged against the employee's sick time.

Section 2. Immediate Family

The term "immediate family" is defined to be spouse, child, parent, sibling, grandparent and grandchild, including in-law and step or one-half relationships and this definition shall apply wherever used in this Agreement.

ARTICLE 10 – INJURY IN THE LINE OF DUTY

Section 1. Worker's Compensation

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. Employees will be paid for any time away from work for their first doctor's appointment. Employees will also be paid through the end of their regular work day or shift, if they are unable to complete their work day or shift on the date of the injury or after the first doctor appointment. Upon an employee's return to work, any subsequent doctor/physical therapy appointments must be covered with leave time until the employee has no leave time remaining. At that point, time without pay will be used. In addition, employees may use flex time so they do not have to use leave time for scheduled

doctor/therapy appointments. Employees are encouraged to schedule appointments at times that cause the least interference with their work day or shift, such as early mornings, lunch times, or at the end of the work day or shift. If an employee requires 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 the employees' injury that will result in minimal time away from work.

Section 2. Damages

Any employee who recovers in any action for damages a sum of money representing wages for all or any part of the period for which he has already been paid pursuant to the foregoing section shall pay such recovered sum to the City. The City shall have the right of subrogation as to any funds paid pursuant to the foregoing section.

ARTICLE 11 – LEAVE OF ABSENCE

Section 1. Leave of Absence

The Chief of Police may grant leaves of absence to employees who make application in writing to the Chief of Police thirty (30) days in advance, if practical. Employees taking intermittent leave for medical treatments must attempt to schedule their treatments so as to minimize their impact on the department.

- A. Medical.
Employees eligible for medical leave must have been employed for at least twelve (12) months. Twelve (12) workweeks of unpaid leave during any twelve (12) month period may be taken for the purposes of caring for a newly-born child, because of the placement of a son or daughter with the employee for adoption or foster care, to care for a spouse, son, daughter, or parent who is suffering from a serious health condition, or because of a serious medical condition that prevents the employee from performing their job. The employee will be reinstated to their previous position or to an equivalent position with equal benefits, pay, and other terms and conditions of employment. The City reserves the right to require certification from a health care provider of the medical condition that makes the employee eligible for the leave. Employees may elect to use accumulated sick leave, vacation time, or compensatory time during the medical leave absence to offset the financial impact of unpaid leave.
- B. Personal.
Leave without pay may be granted for personal reasons where deemed appropriate by the Chief of Police. When granted a personal leave not to exceed thirty (30) calendar days, the employee may be reinstated without loss of seniority.
- C. Unauthorized.
Any absence not authorized and approved by the Chief of Police for a scheduled workday shall be grounds for disciplinary action, including termination.

ARTICLE 12 – INSURANCE

Section 1. Health Insurance

Employees shall pay one hundred percent (100%) of comparable employee participation as reflected in an annual survey to be conducted at the same time as the annual wage survey.

These new amounts shall be effective January 1 of each year throughout the contract. Employees shall also be eligible to participate in any wellness program selected by the City for its non- union employees. Employees shall also be eligible for any health insurance premium reduction associated with participation in the wellness program. Said reduction shall be the same as the health insurance premium deduction offered by the City to all non- union employees. The City reserves the right to change or eliminate any wellness program and/or the amount of any health insurance deduction.

The City reserves the right to substitute existing health insurance and major medical with a comparable plan from another company.

Section 2. Life Insurance

The City agrees to pay premiums to provide term life insurance in the amount of the employee's base annual salary adjusted down to the nearest one thousand dollars (\$1,000) increment up to fifty thousand dollars (\$50,000).

Section 3. Long-term Disability Insurance

The City agrees to provide long-term disability insurance to employees. This insurance will be fully funded by the City and will provide an employee with 60% of their base salary 90 calendar days after onset of disabling injury or illness.

ARTICLE 13 – HEALTH AND SAFETY

Section 1. Vaccinations

The City shall pay the costs for providing all employees covered by this Agreement with job applicable vaccinations. The physician authorized to perform such vaccinations shall be selected by the City. If an employee is exposed while on duty or as part of their official duties, testing and any required booster shots shall be provided and paid for by the City.

ARTICLE 14 – ALLOWANCE FOR UNIFORMS

Section 1. Annual Allowance

The City shall provide a uniform allowance to be paid at the rate of five hundred (\$500) semi-annually per employee. This allowance is to be used by the employee for the purchase and maintenance of uniforms and equipment.

Allowances are paid in October (covering October through March) and April (covering April through September). Uniform allowances are paid as separate payments from regular salary payments.

The City shall provide employees the necessary patches for uniform shirts and coats.

Section 2. Terminating Employees

If employment terminates for any reason after the semi-annual uniform allowance payment has been made, the employee shall return the pro-rated funds to the City equal to eighty three dollars and thirty three cents (\$83.33) per month for the remaining months of the period. An employee must work through at least the 15th day of the month to receive credit for that month's uniform allowance.

For example: If employment is terminated after November 15th, the employee would return \$333.33 (\$83.33 each for December, January, February and March). Employees shall sign a release allowing the City to withhold the amount due, if any, from the employee's final paycheck.

Section 3. Periodic Inspections

Employees shall be subject to periodic inspection of uniforms and equipment and shall be required to correct any deficiencies noted.

Section 4. New Employees

All newly hired employees shall be issued, at a minimum, the equipment and uniforms essential to the performance of police duties and described in the police department's general orders and the Nebraska Law Enforcement Training Center. The employee shall not receive a semi-annual uniform allowance as described in Article 15, Section 1 during their probationary period.

The employee shall be paid a pro-rated amount equal to eighty three dollars and thirty three cents (\$83.33) per month until the next semi-annual uniform allowance payment upon completion of the one year probationary period. An employee's date of hire must have been on or before the 15th day of the month to receive credit for that month's uniform allowance.

For example: If an employee is hired before July 15th, the following July the employee would receive \$249.99 (\$83.33 each for July, Aug and Sept) and would then be on the same schedule as all other employees.

At the end of the probationary period, the equipment and uniforms purchased by the City shall become the property of the employee. If the employee's employment is ended for any reason prior to the completion of the probationary period, the equipment and uniforms purchased by the City shall be returned to the City.

Section 5. Personal Items

The City agrees to replace an employee's personal items that may become damaged in the line of duty up to a maximum of \$150.00 for any one (1) incident. Items damaged by the employee's negligence shall not be replaced. This article does not preclude the City or the proper prosecutorial authority from recommending to any court of law that reimbursement for such articles damaged or destroyed in the line of duty be reimbursed by the arrestee.

Section 6. Body Armor

A. Issuance of Body Armor

The City shall provide employees with new, agency-approved body armor. All body armor issued must comply with protective and related requirements prescribed under current standards of the National Institute of Justice.

Body Armor shall be fitted for the individual officer. Officers shall have input as to which threat level, brand, style, and size will be purchased not to exceed one thousand five hundred dollars. (\$1,500.00)

B. Care, Maintenance, and Replacement of Body Armor

1. Officers shall utilize body armor in accordance with agency approved policy.
2. Officers shall care for and maintain body armor in accordance with the recommendations of the manufacturer.

3. Officers are responsible for reporting damage or excessive wear to the ballistic panels to their supervisor.
4. Body armor that is worn or damaged shall be replaced by the City. Body armor that must be replaced due to misuse, abuse, or negligence by the officer shall be paid for by the officer.
5. A rotating schedule of replacement shall be set up so that the City shall replace each body armor in accordance with the manufacturer's instructions/warranty guidelines at the City's expense.
For example: If the manufacturer recommends replacement in five years, the City will replace the body armor at the end of five years. If the manufacturer recommends the new body armor be replaced in seven years, the City will replace the new body armor at the end of seven years.

ARTICLE 15 – EDUCATION

Section 1. Education Assistance

Employees who are interested in furthering their education may be eligible for tuition, books and fee reimbursement at one hundred percent (100%). All full time employees are eligible at the end of their initial 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 one hundred percent (100%) of all amounts reimbursed; military active duty extends the two-year period. An employee should receive approval from the City Administrator and the Chief of Police prior to signing up for the program/class to ensure funds have been budgeted. Those employees that are eligible for other education assistance, including but not limited to scholarships, GI Bills, and Military Tuition reimbursements are not eligible for this reimbursement.

ARTICLE 16 – MILITARY CLAUSE

Section 1. Military Training

The provisions relating to military training leave are as provided by Neb. Rev. Stat. 55-160 et.seq. except as the same from time to time may be amended.

ARTICLE 17 – RESIDENCY REQUIREMENT

Section 1. Residency Requirement

All personnel covered by this Agreement shall be required to reside within thirty (30) miles of the Hastings Police Station.

ARTICLE 18 – PHYSICAL EXAMINATIONS & FITNESS STANDARDS

Section 1. Examinations

The Chief of Police may require any employee to take and pass a physical examination when the department has reason to believe that good cause exists for such requirement. All

applicants receiving an appointment to a permanent position shall be required to pass a physical examination as required by the City and the Nebraska Law Enforcement Training Center. Any required examination shall be given by the physician selected by the City, and the fee shall be paid by the City.

ARTICLE 19 – GRIEVANCE PROCEDURE

Section 1. Purpose

The most effective accomplishment of the work of the City requires prompt consideration and equitable adjustment of employee grievances. It is the desire of the City to adjust grievances informally, and both supervisors and employees are expected to make every effort to resolve problems as they arise. It is recognized that there will be grievances which will be resolved only after a formal appeal and review.

Section 2. Grievance Procedures

A grievance for the purpose of this Agreement refers to a question of interpretation, application, and meaning of the terms of this labor Agreement. A grievance may be presented individually by the employee, by the employee and the union, by the Police Chief, or by the City Administrator.

Grievances shall be addressed according to the following guidelines, with all references to days being calendar days. If the last day of the time period falls on a Saturday, Sunday and/or City recognized holiday the period shall extend until the end of the next business day.

The grievance procedure shall be filed using the step beginning with the supervisor in the lowest on the chain of command that has the authority to resolve the grievance.

In the event that satisfactory settlement is not or cannot be reached after the matter has been informally raised with the immediate supervisor, the following procedure shall be used in the submission of a grievance:

The grievance must be in writing, stated with reasonable clarity, and contain the following:

- A clear statement setting forth the basis for the complaint;
- The act or acts of commission or omission;
- The exact date of the act or acts;
- The identity of the party or parties who claim to be aggrieved;
- The identity of the party or parties alleged to have caused the grievance;
- The specific provision of the contract that is alleged to have been violated; and
- The remedy requested.

A. Step 1 Immediate Supervisor.

An employee shall first discuss the grievance with his/her immediate supervisor in an attempt to reach a satisfactory solution. In this step, it is not mandatory that the grievance be written. Supervisors and employees are encouraged to counsel with each other in their review and handling of the situation.

The Supervisor shall provide a written statement outlining the Supervisor's decision to the employee within five (5) days of meeting with the employee.

- B. Step 2 Police Chief
If the matter is not resolved to the satisfaction of the employee in Step 1, the employee may submit a written grievance to the Police Chief within five (5) days of the date he/she was informed of the immediate supervisor's decision.
- The Police Chief shall consider the grievance and notify the employee in writing within seven (7) days of the receipt of the grievance.
- C. Step 3 City Administrator
If the Police Chief does not resolve the grievance to the satisfaction of the employee, the employee may file an appeal to the City Administrator within five (5) days after the decision of the Police Chief's written decision.
- The City Administrator shall consider the appeal and notify the employee in writing of the decision made and any action taken within ten (10) days of the receipt of the appeal.
- D. Step 4 Civil Service Commission
If the City Administrator does not resolve the grievance to the satisfaction of the employee, the employee may file an appeal with the Civil Service Commission within ten (10) days after the City Administrator's written decision.
- Thereafter, the resolution of such appeal shall be handled in accordance with Hastings City and the rules of the Civil Service Commission promulgated pursuant thereto.
- E. Step 5 District Court
Any party shall have the right to appeal the decision of the Civil Service Commission to the District Court as provided under applicable Nebraska law.

Section 3. Time Limitations

All complaints shall be barred and waived unless the procedure outlined in this Article is complied with, time being essential and jurisdictional. Failure of management to respond at any step shall not be deemed to be a granting of the relief sought by the grievance, nor shall such failure be deemed to terminate the grievance process. Time limits may be shortened, expanded, or waived at any time by mutual agreement of the employee and the City Administrator.

Section 4. Representation

The employee shall have the right to have representation of their choice in any step of the grievance procedure to include an attorney or union representative.

Section 5. Presentation

All grievances shall be presented by the employee in person. The employee shall not be paid for any time used to present a grievance; however, discussions may be arranged, in attempts to settle the issue, during Steps one, two, and three while the employee is on duty and receiving pay. An employee must obtain the permission of their immediate supervisor before leaving the job to present a grievance.

None of the above precludes the possibility of meetings at any step of the grievance procedure between the parties involved to discuss the issues and to attempt to settle them at that step of the process.

Section 6. Limitations

The grievance procedure herein outlined is designated to preserve harmony and friendly relations between the City and its employees, but it shall not be used to change any provisions already agreed upon in this Agreement.

Nothing in the foregoing provisions shall be construed to apply to the extent, if any, that such provisions may become in conflict with a duly enacted state statute or a decision of a court of competent jurisdiction.

ARTICLE 20 – PROHIBITION OF STRIKES

Section 1. Prohibition of Strike

The Union shall neither cause nor counsel any person to hinder, delay, limit, or suspend the continuity or efficiency of any City function, operation, or service for any reason, nor shall it in any manner coerce, intimidate, instigate, induce, sanction, suggest, conspire with, promote, support, sponsor, engage in, condone, or encourage any person to participate in any strike, slowdown, mass resignation, mass absenteeism, or any type of concerted work stoppage. The Union shall not aid or assist any persons or parties engaging in the above prohibited conduct by giving direction or guidance to such activities and conduct or by providing funds, financial, and other assistance for the conduct or direction of such activities or for the payment of strike, unemployment, or other benefits to those persons or parties participating in such prohibited conduct and activities, provided, however, that the Union may provide legal representation.

In applying the provisions of this Article, all of the terms used herein shall be given the meaning commonly understood. The Union shall not be in breach of contract where the acts or actions herein before enumerated are not caused or authorized directly or indirectly by the Union.

Section 2. Union Responsibility

Upon notification confirmed in writing by the City to the Union that certain of its members are engaging in a wildcat strike, the Union shall immediately in writing order such members to return to work at once and provide the City with a copy of such order, and a responsible official of the Union shall publicly order them to return to work. Such characterization of the strike by the City shall not establish the nature of the strike. Such modification by the Union shall not constitute an admission by it that a wildcat strike is in progress or has taken place or that any particular member is or has engaged in a wildcat strike. The notification shall be made solely on the representation of the City. In the event that a wildcat strike occurs, the Union agrees to take all reasonable, effective, and affirmative action to secure the members' return to work as promptly as possible. In the absence of a prompt return to work, such absent employees shall be deemed to be absent without leave and shall be subject to disciplinary actions, including dismissal, as provided in the policies of the City and the Civil Service Commission. The City agrees that it shall not lock out any employees because of a labor dispute.

ARTICLE 21 – BULLETIN BOARD

The Department agrees to provide space in which the Union may put up its own bulletin board upon which the Union may post notices of meetings, other business, and/or social matters of the Union, provided that nothing of a political nature and nothing of a derogatory nature concerning the City, the department, or any individual shall be posted thereon. Any violation of this Article by the Union shall entitle the department to immediately cancel the provisions of this section and prohibit the Union further use of the bulletin board.

ARTICLE 22 – DEPARTMENT RULES AND REGULATIONS

Such rules that are considered wise by management in the operation of the department may be implemented from time to time as management feels necessary as long as said rules are not contrary to the terms of this Agreement or prevailing law.

ARTICLE 23 – COVERAGE

The City and the Union declare that they have bargained between themselves on all matters regarding hours, wages, and working conditions, and that this Agreement represents their full understanding and agreement. Any aspect of hours, wages, and working conditions not covered by a particular provision of this Agreement is declared to have been expressly eliminated as a subject for bargaining and during the life of this Agreement may not be raised for further bargaining or negotiations without the written consent of all of the parties hereto.

ARTICLE 24 – LIABILITY

It shall be clear that the City and its representatives shall be liable for fulfillment of the Agreement, and the Union members and officers of the Union shall be equally liable for the fulfillment of all the terms of this Agreement.

ARTICLE 25 – DURATION OF AGREEMENT

The term of this Agreement shall be for three (3) fiscal years effective as of the first day of October, 2021, and shall continue in full force and effect to and including the 30th day of September, 2024.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of _____, 2021.

CITY OF HASTINGS, NEBRASKA
A Municipal Corporation

FRATERNAL ORDER OF POLICE
LODGE 9

By: _____
Mayor

By: _____
President

WITNESS:

City Clerk

Department: Information Technology

Staff Contact: Erik Nielsen

Council Meeting Date: 11/8/2021

AGENDA ITEM SUMMARY SHEET

Description of Item:

Approval of purchase of a GeoTab Go-9 Automatic Vehicle Locator system through Clevest, a subsidiary of Industrial and Financial Systems (IFS) for non-emergency City vehicles

Names of People/Business affected by this action:

City Departments and City of Hastings

Why Council action is required:

Contracts of greater than \$40,000 need to be approved by the City Council

Type of action requested:

Motion

Suggested motion:

Motion to Approve the purchase of a GeoTab Go-9 Automatic Vehicle Locator system through Clevest, a subsidiary of Industrial and Financial Systems (IFS) for non-emergency City vehicles

Deadlines associated with action:

November 15, 2021

Department head comments:

This is a system that has been vetted for the last couple of years and is one that provides not only vehicle location capabilities but also vehicle information that can be used for maintenance and repairs. If approved by the City Council and submitted before November 15, 2021, the City will save \$3,300 in implementation costs.

City Administrator comments:

Recommen approval



Expandable vehicle tracking device

Lead your fleet into the future



The next generation fleet tracking device from Geotab is built to support your fleet now and as it grows. Connect to the platform that helps you reduce fleet costs, increase productivity and efficiency, improve safety, and strengthen compliance.



GEOTAB®

Geotab G09 – The evolution of fleet tracking

Automate. Integrate. Innovate. The Geotab G09 is redesigned from the ground up and built to support the needs of your fleet now and into the future.

Near-real-time vehicle data

Get rich, accurate data on location, vehicle health, driving behavior and much more.

Compact, durable design

The small but mighty G09 is housed in flame retardant black ABS.

Intelligent in-vehicle driver coaching

Improve driving habits with in-vehicle feedback. Set up rules to reduce unwanted driving behaviors like speeding, idling, or not wearing a seat belt. Advance driver safety further by adding a buzzer or Geotab GO TALK for in-vehicle verbal coaching.

Breakthrough collision detection and notification

Collision alerts keep you in the know and provide a detailed summary of events. Detection of a suspected accident will prompt the automatic upload of detailed data from the device to allow for forensic reconstruction of the event.

End-to-end cybersecurity

Geotab platform security provides end-to-end data protection. Security methods include authentication, encryption, message integrity verification, unique ID and non-static security keys, over-the-air updates that use digitally-signed firmware to verify that updates come from a trusted source. Device security features are implemented using a FIPS 140-2 validated cryptographic module. Certificate #3371.

Over-the-air updates

New updates and improvements are sent to your device seamlessly. The G09 permits over-the-air initial provisioning and firmware updates for the device, GPS (G09-only), and select cellular modems (LTE only).

LTE connectivity

Communication on the LTE network delivers speed where you need it and longevity for peace of mind. LTE connectivity is available on select products.

Device expandability via IOX Technology

The IOX port lets you get even more from your device. Integrate with third-party providers that suit your needs. Add on hardware for Driver ID, hours of service (HOS), temperature tracking, asset tracking, satellite communication and more.

Engine and battery health assessments

Extract valuable information on vehicle health and status. Record VIN, odometer, engine faults, seat belt and more.

Built-in auto-calibrating accelerometer and gyroscope

Measure precise vehicle movements such as harsh braking and acceleration with the high quality accelerometer and newly added gyroscope.



Geotab GO9 highlights

GO9 hardware innovations

- + The device code space provides the capacity for further native vehicle support and more features — such as the improved fuel usage support that determines the engine size based on the VIN (vehicle identification number).
- + The accelerometer — analyzing the X, Y, and Z axis — is enhanced with the addition of a gyroscope — which analyzes the angular velocity (such as spinouts during accidents or harsh driving) — to provide enhanced data for accident detection and examination.
- + Updated GPS module to a GNSS (Global Navigation Satellite System) module offering both GPS and GLONASS support. This new module provides improved latch times (time-to-first-fix) and enhanced location data accuracy.

Updates made easy

- + OTA (over-the-air) updates include device, GPS, and select cellular modems (LTE only).
- + The latest firmware and configuration are applied at time of installation for enhanced privacy, security, and reliability.

The most powerful GO device ever

Upgrade to the next generation of GPS vehicle tracking devices. With a 32-bit processor, more memory and more RAM, the Geotab GO9 is the most powerful GO device ever.

See support documents for full technical specifications.

Develop, build, integrate

Automating tasks and integrating telematics data with your other business systems is easy with the Geotab SDK (Software Development Kit). Explore the Geotab Marketplace to find hundreds of integrated third-party solutions.

myGEOTAB™

GEOTAB | Marketplace

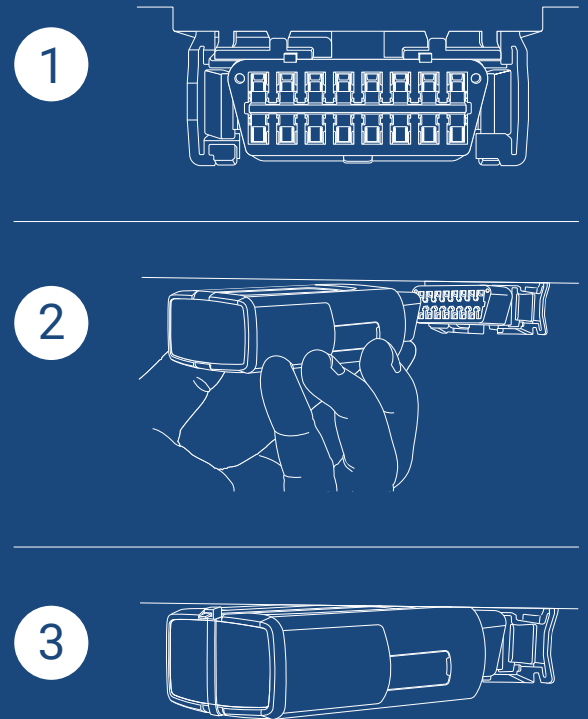
 MyGeotab SDK

You must select the correct Geotab hardware suitable for your specific installation environment and vehicle use. For installations where exposure to the elements (e.g., liquids, dust, or interior wet cleaning/powerwash) is anticipated, select the GO RUGGED device (GR8 & GR9 are IP67 & IP68 rated, respectively). For additional information regarding environmental contaminants, see the applicable installation instructions in the Important Safety Information & Limitations of Use document.

Simple installation

Simply plug the GO9 directly into your vehicle's OBD II port or with an adapter where needed. No antenna or wire-splicing required. The device auto-calibrates to accommodate for installation in any orientation. See installation sheet for full details.

It's as easy as 1-2-3



GEOTAB®

www.geotab.com

testdrive@geotab.com

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Clevest Location Solutions

PREMIUM

AVL functionality with advanced engine diagnostics and hours-of-service reporting

Key Benefits of Clevest Location Solutions - PREMIUM

Vehicle location reporting: View vehicle locations on a map, making it easier to assign work, ensure worker safety and manage logistics — like meals and accommodations — during major events.

Driver behavior: Reports/alerts on whether drivers are speeding, idling excessively, or stopping the vehicle for long periods. View and print “driver scorecards” for review with workers.

Evaluate vehicle diagnostic data: Monitor fuel consumption, service intervals, and diagnostic codes directly sent from the vehicle bus — for both light-duty and heavy-duty vehicles.

Vehicle event alerts: Be automatically alerted when certain events occur — such as a geofence is breached or a driver speeds or idles excessively.

Hours-of-service (HOS) reporting: Monitor driver hours, and be alerted when HOS thresholds are being reached or have been breached.

Related product lines:

- Mobile Workforce Management
- Advanced Network Deployment
- Meter Reading
- Mobile GIS

Once your vehicles leave your utility's yard, do your dispatchers know where they are at all times?

Maximize the efficiency and safety of your field employees with Clevest's utility-specific advanced location solution.

Clevest Location Solutions — Premium allows utilities to assign work to the closest worker and monitor vehicle locations and status in near real-time. In addition to driver behavior reports and dashboards, advanced engine diagnostic capabilities, enable utilities to identify and correct problems — before they become issues. Hours-of-service reports and alerts are included to ensure drivers are legally compliant with your regulatory environment.

The Premium solution provides near real-time GPS-based locations of vehicles via a next-generation, browser-based application for office staff. The solution tracks all vehicle information on the map and helps dispatchers and managers in the office determine the closest vehicle to a task to quickly address any issues that may occur.

Get reports/alerts on whether drivers are speeding, idling excessively or stopping the vehicle for long periods, and then view and print “driver scorecards” for review with workers. Monitor fuel consumption, service intervals and diagnostic codes; and receive automatic alerts when certain events occur — such as a geofence is breached or a driver speeds or idles excessively.

How it Works

With Clevest Location Solution — Premium, head office can seamlessly track vehicle locations — where they are, where they’ve been and how they are being operated — via an integrated GPS gateway with no intervention by driver or passengers required.

Geolocate and protect your fleet and respond to incident reports today, with features such as:

- Web-based office client
- Vehicle tracking
- Geofences
- Breadcrumbs
- Driver behavior reports and dashboards
- Engine diagnostics
- Hours-of-service reporting and alerting

Knowing exactly where your vehicles are greatly enhances worker safety. The Premium solution’s geofencing capabilities alert dispatchers when vehicles move in and out of certain areas.

Geolocate vehicles and manage your fleet with premium features such as:

- Vehicle historical routes and breadcrumbs
- Light- and heavy-duty vehicle support
- Engine trouble codes
- PTO reporting
- Odometer and engine hours (via ECM)
- Fuel tax reporting
- Hours-of-service
- Fuel usage

Optional add-ons:

- GIS and outage management data
- Driver ID
- Voice commands
- Asset tracking
- Basemaps
- In-vehicle ELD



Locate and track vehicles
View location history
Build custom reports
View alerts
Report on hours-of-service
Diagnose engine trouble codes
PTO



Stay safe
Stay productive
Lower carbon footprint
Be alerted to unsafe driving
Alert fleet operations to unsafe vehicle issues



GPS location tracking
Theft prevention
Engine diagnostics
Heavy- and light-duty vehicle hardware

Maximize the efficiency of field operations with system recommendations for work assignments, mobile supervisor tools, and navigation features.

Why Clevest Location Solutions?

Clevest Location Solutions — Premium can export location data to external systems such as your OMS to extend geospatial awareness. Location data is displayed on maps in Clevest's web-based office client, or 3rd party systems. Back office workers are provided with better situational awareness with better operational decisions and incident response.

Field operation safety and productivity are increased, outage response time is improved, and fleet costs are controlled while fuel consumption and emissions are reduced.

The Premium edition is fully scalable and configurable to suit utilities of all sizes, and can be hosted on-premise or in the cloud. With this flexibility, the solution can be readily adapted to evolving business processes and requirements as a utility grows in its application of mobile workforce management.

You'll benefit from our experience delivering over 250 interfaces and integrations to CIS, EAM, OMS, GIS, AMI, 811, and other third party systems.

For additional business value, the Premium solution can be easily combined with other Clevest products or upgraded to Clevest's Platinum edition when utilities are ready to take operations to the next level.

	STANDARD	PREMIUM	PLATINUM
Vehicle location tracking (near real-time)	●	●	●
Vehicle breadcrumbs	●	●	●
Vehicle event alerts	●	●	●
Vehicle geofences	●	●	●
Notify on exit	●	●	●
Ping vehicle	●	●	●
Device tampering detection	●	●	●
Multiple map types (roads, satellite, traffic, custom)	●	●	●
Standard and custom reports and dashboards	●	●	●
Report scheduling and export	●	●	●
Data extract via API	●	●	●
Console access in the field via Android and iOS	●	●	●
Locate nearby vehicles in the field	●	●	●
Driver ID (requires additional hardware)	●	●	●
Estimated odometer and engine hours (via GPS)	●	●	●
Speeding alerts (posted speed limits)	●	●	●
Vehicle maintenance reminders: scheduled by time or distance	●	●	●
In-vehicle driver alerting		●	●
Aggressive driving (acceleration, braking, cornering, speeding)		●	●
Collision reconstruction		●	●
Actual odometer and engine hours (via ECM)		●	●
Vehicle maintenance reminders: by ECM mileage or ECM engine hours		●	●
Auxiliary equipment monitoring (PTO)		●	●
IFTA fuel tax reports		●	●
Impact detection		●	●
Vehicle geofences		●	●
Engine faults		●	●
Fuel usage reporting		●	●
Vehicle sensors (IOX)		●	●
Real-time vehicle location reporting			●
Electric vehicle reporting			●
Spreader and sensor integration			●

Clevest provides innovative workforce management software that connects the mobile workforce to office operations, enabling utilities to rapidly automate and optimize any field work activity or process to improve response time, safety, productivity, and effectiveness. Clevest integrates with leading enterprise systems, with configurable solutions that can be deployed on-premise or in the cloud.

Department	Units	Standard Modem	Rugged Modem	ODB-II Harness	JBUS Harness	3 Wire Harness	Hardware Cost	Setup	Premium Lic / year x \$299.40 or \$24.95/mo	Basic License / year x \$179.40 or \$14.95/mo	Cost / Dept Annually	Cost / Dept 1st Year
City		\$109.95	\$159.95	\$49.95	\$49.95	\$29.95						
Airport	5	5		3	2		\$799.50		5 \$1,497.00	0	\$1,497.00	\$2,296.50
Auditorium	1	1		1			\$159.90		1 \$299.40	0	\$299.40	\$459.30
Cemetery	6	6		2		4	\$879.40		2 \$598.80	4 \$717.60	\$1,316.40	\$2,195.80
Dev Services	4	4		4			\$639.60		4 \$1,197.60	0	\$1,197.60	\$1,837.20
Library	2	2		2			\$319.80		2 \$598.80	0	\$598.80	\$918.60
Parks & Rec	23	23		15	2	6	\$3,557.70		17 \$5,089.80	6 \$1,076.40	\$6,166.20	\$9,723.90
Street	50	31	19	10	8	32	\$8,305.00		18 \$5,389.20	32 \$5,740.80	\$11,130.00	\$19,435.00
Landfill	9	9		6	1	2	\$1,399.10		7 \$2,095.80	2 \$358.80	\$2,454.60	\$3,853.70
Sub Total	100	81	19	43	13	44	\$16,060.00	\$3,025.00	56 \$16,766.40	44 \$7,893.60	\$24,660.00	\$43,745.00
Utilities												
Gas	15	15		10	5		\$2,398.50		15 \$4,491.00	0	\$4,491.00	\$6,889.50
Electric	10	10		3	5	2	\$1,559.00		8 \$2,395.20	2 \$358.80	\$2,754.00	\$4,313.00
Engineering	6	6		6			\$959.40		6 \$1,796.40	0	\$1,796.40	\$2,755.80
Water	11	11		9	2		\$1,758.90		11 \$3,293.40	0	\$3,293.40	\$5,052.30
Pollution Control	7	7		4	2	1	\$1,099.30		6 \$1,796.40	1 \$179.40	\$1,975.80	\$3,075.10
Utility Sewer	1		1			1	\$189.90		1 \$299.40	0	\$299.40	\$489.30
Plant	13	13		12		1	\$2,058.70		12 \$3,592.80	1 \$179.40	\$3,772.20	\$5,830.90
Administration	21	21		21			\$3,357.90		20 \$5,988.00	1 \$179.40	\$6,167.40	\$9,525.30
Sub Total	84	83	1	65	14	5	\$13,381.60	\$2,475.00	79 \$23,652.60	5 \$897.00	\$24,549.60	\$40,406.20
TOTAL	184	164	20	108	27	49	\$29,441.60	\$5,500.00	135 \$40,419.00	49 \$8,790.60	\$49,209.60	\$84,151.20

City	\$3,025.00	55%
Utilities	\$2,475.00	45%

Setup/Implementation Services: \$5,500.00

City	\$19,085.00
Utilities	\$15,856.60

Total Non-Recurring Cost: \$34,941.60

City	\$43,745.00
Utilities	\$40,406.20

First Year Cost: \$84,151.20

City	\$24,660.00
Utilities	\$24,549.60

Total Annual Recurring Cost: \$49,209.60

Department	Year	Make	Model	AVL Y/N	Description	Number	Go9	GoRugged	Light Duty	Heavy Duty	3-wire	Base	Premium
GENERAL													
Airport	2010	Freightliner	tandem truck/snow plow	Y		70	1			1			1
Airport	2010	Freightliner	tandem truck/snow plow	Y		69	1			1			1
Airport	2011	Chevrolet	Silverado Pickup	Y			1		1				1
Airport	2021	Ford	F150	Y			1		1				1
Airport	2012	Chevrolet	½ ton pickup	Y		2	1		1				1
Auditorium	2006	Chevrolet	Colorado Pickup	Y			1		1				1
Cemetery	1979	GMC	Dump Truck	Y			1				1	1	
Cemetery	1988	Chevrolet	1/2 Ton Pickup	Y			1				1	1	
Cemetery	1997	Ford	F350 Pickup	Y			1				1	1	
Cemetery	1997	Chevrolet	1/2 Ton Pickup	Y			1				1	1	
Cemetery	1998	Dodge	1500 Pickup	Y			1		1				1
Cemetery	2009	Ford	½ Ton Supercrew Pickup	Y			1		1				1
Cemetery	2018	John Deere	Gator HPX615E	N									
Cemetery	2010	John Deere	Gator	N									
Development Serv.	2001	Chevrolet	Malibu	Y	came from Fire	code enforc.	1		1				1
Development Serv.	2012	Chevrolet	Silverado Pickup	Y		Electrical insp.	1		1				1
Development Serv.	2014	Chevrolet	Silverado Pickup	Y		Plumbing Insp.	1		1				1
Development Serv.	2016	Ford	Fusion Titanium Phev	Y		#17 bldg. insp.	1		1				1
Library	1999	Ford	Cutaway Van E450 Supr Duty	Y			1		1				1
Library	2002	Chevrolet	Malibu	Y	came from Police		1		1				1
Museum	1943	Amer. LaFrance	Fire Truck	N									
Parks & Recreation	1978	Ford	Pickup	N	SOLD 3/25/21	82							
Parks & Recreation	1986	Ford	Dump Truck	N	SOLD 3/25/21	51							
Parks & Recreation	1988	Chevrolet	Pickup	Y		81	1				1	1	
Parks & Recreation	1988	Chevrolet	Pickup	Y		85	1				1	1	
Parks & Recreation	1989	Chevrolet	Pickup	Y		87	1				1	1	
Parks & Recreation	1990	Dodge	Pickup	N	SOLD 3/25/21	75							
Parks & Recreation	1992	Freightliner	Truck	Y		93	1				1	1	
Parks & Recreation	1993	GMC	Truck	Y		74	1				1	1	
Parks & Recreation	1995	Ford	Cab & Chassis	Y		84	1				1	1	
Parks & Recreation	1997	Ford	F150 Pickup	Y		92	1		1				1
Parks & Recreation	1997	Ford	Ranger/Pickup	Y		83	1		1				1
Parks & Recreation	1999	Dodge	Ram 2500/Pickup	Y		71	1		1				1
Parks & Recreation	2000	International	Truck	Y		76	1			1			1
Parks & Recreation	2000	GMC	Sierra C2500	Y	came from Gas	old Utility #19	1		1				1
Parks & Recreation	2001	Chevrolet	Silverado/Pickup	Y		89	1		1				1
Parks & Recreation	2002	Dodge	Dakota Quadcab	Y		72	1		1				1
Parks & Recreation	2004	Dodge	Ram/Pickup	Y		88	1		1				1
Parks & Recreation	2004	Ford	F150 Pickup	Y		90	1		1				1
Parks & Recreation	2005	Chevrolet	Silverado Pickup	Y		77	1		1				1
Parks & Recreation	2006	International	4000 Series 4400 (Boom Truck from HU)	Y		94	1			1			1
Parks & Recreation	2008	Dodge	Ram/Pickup	Y		78	1		1				1
Parks & Recreation	2009	Dodge	Ram/Pickup	Y		70	1		1				1
Parks & Recreation	2017	Ford	F250 Super	Y		95	1		1				1

Department	Year	Make	Model	AVL Y/N	Description	Number	Go9	GoRugged	Light Duty	Heavy Duty	3-wire	Base	Premium
Parks & Recreation	2018	Ford	Fusion SE	Y		86	1		1				1
Parks & Recreation	2019	Ford	F250 Super Duty	Y		80	1		1				1
Parks & Recreation	2021	Ford	F250	Y			1		1				1
STREET													
Street	1975	International	F5070	Y		51	1				1	1	
Street	1986	Ford	Sand Spreader	Y		24	1				1	1	
Street	1987	GMC	2 Ton Truck	Y		48	1				1	1	
Street	1988	Ford	Sand Spreader	N		23							
Street	1989	International	Truck	Y		46	1				1	1	
Street	1990	Ford	Dump Truck	Y		18	1				1	1	
Street	1991	Chevrolet	Flat Bed	Y		68	1				1	1	
Street	1992	GMC	Dump Truck	Y		27	1				1	1	
Street	1993	GMC	Dump Truck	Y		11	1				1	1	
Street	1995	Ford	Dump Truck	Y		34	1				1	1	
Street	1996	Ford	Dump Truck	Y		22	1				1	1	
Street	1996	Chevrolet	Pickup	Y		9	1				1	1	
Street	1996	Chevrolet	Pickup	Y		97	1				1	1	
Street	1996	Dodge	One Ton	Y		52	1				1	1	
Street	1997	Chevrolet	Pickup	Y		45	1		1				1
Street	1997	Chevrolet	Pickup	Y		66	1		1				1
Street	1997	Chevrolet	Pickup	Y		19	1		1				1
Street	1999	International	Dump Truck	Y		64	1			1			1
Street	1999	Chevrolet	Silverado/Pickup	Y		15	1		1				1
Street	2001	Elgin	Pelican Sweeper	Y		26	1			1			1
Street	2005	International	Asphalt Truck	N		1053							
Street	2006	Ford	Pickup	Y		67	1		1				1
Street	2006	Chevrolet	Silverado Pickup	Y		21	1		1				1
Street	2007	Sterling(Whirlwind)	SC8000 Sweeper	Y		44	1			1			1
Street	2011	Ford	Super Duty F350	Y		16	1		1				1
Street	2012	Chevrolet	¾ ton pickup	Y		7	1		1				1
Street	2013	Chevrolet	Silverado HD	Y		8	1		1				1
Street	2015	Elgin	Pelican Sweeper	Y		35	1			1			1
Street	2018	Freightliner	108SD 33,000 GVW dump truck/snow plow	Y		10	1			1			1
Street	2018	Freightliner	108SD 46,000 GVW dump truck/snow plow	Y		12	1			1			1
Street	2019	Ford	F550 Super Duty dump truck	Y		20	1		1				1
Street	2021	Freightliner	M2 106/asphalt pothole patcher	Y		53	1			1			1
Street	2021	Freightliner	108SD/Klute dump body & snow plow	Y		25	1			1			1
Street	1988	Caterpillar	936E FRONT END LOADER:	Y				1			1	1	
Street	1993	Caterpillar	936E FRONT END LOADER	Y	39			1			1	1	
Street	1996	Case	FRONT END 621B LOADER	Y	32			1			1	1	
Street	1997	Champion	C70A MOTORGRADER:	Y	57			1			1	1	
Street	1998	Wildcat	M8000 HDR-L SNOW BLOWER	N									
Street	1999	Champion	720A-VHP MOTORGRADER	Y	30			1			1	1	
Street	2002	Broyhill	HOMEMADE PAINT MACHINE M-4200	Y	54			1			1	1	
Street	2002	Case	590SM BACKHOE	Y	36			1			1	1	
Street	2004	Caterpillar	M-316C WHEELED EXCAVATOR	Y	49			1			1	1	
Street	2008	Caterpillar	LOADER 938H	Y	33			1			1	1	
Street	2008	New Holland	TRACTOR w/Mower T6020	Y	41			1			1	1	
Street	2014	Caterpillar	938K Rubber Tired Loader	Y				1			1	1	
Street	2015	Caterpillar	430F IT Backhoe	Y				1			1	1	

Department	Year	Make	Model	AVL Y/N	Description	Number	Go9	GoRugged	Light Duty	Heavy Duty	3-wire	Base	Premium
Street	2017	Graco	grinderlazer 630/striper (no battery, pull start)	N									
Street	2018	KM International T2 CIMI	Asphalt Recycler/Utility Trailer	N									
Street	2019	Bobcat	S650 T4 Skid-Steer Loader	Y				1			1	1	
Street	2019	Caterpillar	938M Rubber Tired Loader	Y				1			1	1	
Street	1986	Caterpillar	Motorgrader	Y				1			1	1	
Street	1987	Caterpillar	Motorgrader	Y				1			1	1	
Street	2004	Challenger	Tractor w/mower	Y				1			1	1	
Street		Case	Tractor w/mower	Y				1			1	1	
Street	1982	Arrow	Concrete breaker open cab	Y				1			1	1	
TOTAL													
LANDFILL													
Landfill	1970	Ford	Truck	Y	Yellow now		1				1	1	
Landfill	1989	International	Dump Truck	Y			1				1	1	
Landfill	1996	Chevrolet	Pickup	N		96							
Landfill	1997	Ford	Pickup	Y			1		1				1
Landfill	1998	Ford	Crown Victoria	Y			1		1				1
Landfill	2004	GMC	Pickup	N		144							
Landfill	2002	Freightliner	Cab & Chassis	Y		115	1			1			1
Landfill	2004	Chevrolet	Silverado C3500	Y			1		1				1
Landfill	2012	Ford	F250 XL	Y			1		1				1
Landfill	2013	GMC	Sierra 2500HD	Y			1		1				1
Landfill	2015	Ford	F150 SuperCab 4x4	Y		117	1		1				1
UTILITY													
Gas	1998	Ford	Med. Hvy. Conventional F700LPO	Y	construction crew (w	13	1		1				1
Gas	1999	Ford	DRW Super Duty F550	Y	heavy equipment op	117	1		1				1
Gas	2003	Chevrolet	C4500 C4C042	Y	heavy equipment op	16	1		1				1
Gas	2003	GMC	C4500 C4C042	Y	heavy equipment op	103	1		1				1
Gas	2006	International	4000 4200	Y	construction crew	12	1			1			1
Gas	2009	Ford	F150	Y	gas department supt	10	1		1				1
Gas	2011	Ford	F350 Super	Y	service truck	19	1		1				1
Gas	2013	Ford	F350 Super	Y	corrosion control cre	15	1		1				1
Gas	2013	Freightliner	M2 106	Y	construction crew (w	101	1			1			1
Gas	2015	Ford	F250 Super	Y	gas department supt	119	1		1				1
Gas	2016	Ford	F350 Super	Y	leak survey crew	11	1		1				1
Gas	2016	International	4000 4300	Y	construction crew	14	1			1			1
Gas	2017	International	4000 4300	Y	dump truck	102	1			1			1
Gas	2019	Ford	F350 Super Duty	Y	service truck	18	1		1				1
Gas	2020	International	CV515 flat bed	Y	heavy equipment op	17	1			1			1
Electric	1988	Ford	FT800	Y	aerial lift truck	27	1				1	1	
Electric	1988	Ford	F600	Y	chipper truck	29	1				1	1	
Electric	2008	Chevrolet	C5500 C5C042	Y	bucket truck	21	1		1				1
Electric	2011	International	4000 4400	Y	bucket truck	28	1			1			1
Electric	2012	International	7000 7400	Y	line truck	23	1			1			1
Electric	2014	Freightliner	M2 106	Y	line truck	22	1			1			1
Electric	2015	Ford	F550 Super	Y	bucket truck	25	1		1				1
Electric	2016	International	4000 4300	Y	bucket truck	24	1			1			1
Electric	2017	International	Terrastar	Y	bucket truck	26	1			1			1

Department	Year	Make	Model	AVL Y/N	Description	Number	Go9	GoRugged	Light Duty	Heavy Duty	3-wire	Base	Premium
Electric	2019	Ford	F150 Super Cab	Y	electric dept. supervisor	20	1		1				1
Engineering	2014	Ford	F150 1/2 ton	Y		6	1		1				1
Engineering	2016	Chevrolet	Silverado C1500/LS	Y		13	1		1				1
Engineering	2018	Ford	Fusion S hybrid 4 dr.	Y		1	1		1				1
Engineering	2019	Dodge	Ram 1500 Classic	Y		3	1		1				1
Engineering	2021	Ford	Ranger	Y		710	1		1				1
Engineering	2019	Dodge	Ram 1500 Classic	Y			1		1				1
Water	2006	Ford	F150	Y	back flow prevention	35	1		1				1
Water	2008	Ford	F250 Super	Y		39	1		1				1
Water	2009	Ford	F350 Super	Y	CMS operations truck	36	1		1				1
Water	2011	Ford	F350 Super	Y	service truck	31	1		1				1
Water	2013	Ford	F150	Y	water department su	30	1		1				1
Water	2015	International	4000 4300	Y	dump truck	34	1			1			1
Water	2016	Ford	F450 Super	Y	construction crew	37	1		1				1
Water	2017	Ford	F350 Super	Y	water department m	32	1		1				1
Water	2019	International	MV607 SAB LP 4X2	Y	valve/hydrant install	38	1			1			1
Water	2019	Chevrolet	Silverado C1500	Y		33	1		1				1
Water	2021	Ford	F250 Supercab SRW	Y	service truck	301	1		1				1
Pollution Control	1982	International	F-2574	Y	dump truck w/nurse	41	1				1	1	
Pollution Control	1998	Ford	LGT Conventional F150	Y	pollution control (ma	44	1		1				1
Pollution Control	2008	International	7000 7400	Y	sewer velocity mach	43	1			1			1
Pollution Control	2009	Ford	F350 Super	Y	pollution control sup	40	1		1				1
Pollution Control	2009	Ford	F150	Y	pollution control	47	1		1				1
Pollution Control	2013	Ford	F150 Super	Y	pollution control (ope	46	1		1				1
Pollution Control	2016	Freightliner	M2 106	Y	sewer velocity mach	42	1			1			1
Utility	1991	Caterpillar	824 Wheel Tractor w/blade (W06994)	N									
Utility Power Plant	2005	Caterpillar	824H Bulldozer	N									
Utility Power Plant	2009	Komatsu	WD600-6 Coal Dozer	N									
Utility Sewer	2002	Ag Chem	Model 3104	Y				1			1	1	
Plant	1994	GMC	Sierra C1500	Y	power plant - NDS	56	1				1	1	
Plant	1997	Ford	LGT Conventional F350	Y	power plant - WEC	53	1		1				1
Plant	2002	Chevrolet	Silverado C1500	Y	power plant - NDS	58	1		1				1
Plant	2004	Jeep	Grand Laredo/Columbia/FR	Y	power plant supt. - V	52	1		1				1
Plant	2004	Ford	F350 SRW	Y	power plant - NDS	54	1		1				1
Plant	2006	Ford	F150	Y	power plant - WEC	59	1		1				1
Plant	2009	Polaris	Ranger XP-700	Y	power plant - WEC		1		1				1
Plant	2013	Ford	F150 Super	Y	power plant - WEC	91	1		1				1
Plant	2014	Dodge	1500 ST	Y	power plant - WEC	51	1		1				1
Plant	2014	Ford	F150 Super	Y	instrument supervisc	55	1		1				1
Plant	2014	Ford	F150	Y	power plant - WEC	92	1		1				1
Plant	2015	Ford	F150	Y	power plant - WEC	57	1		1				1
Plant	2016	Dodge	2500 ST	Y	power plant - WEC	50	1		1				1
Administration	1996	Ford	LGT Conventional F150	Y	storeroom	5	1		1				1
Administration	2002	Chevrolet	Silverado C1500	Y	engineering	70	1		1				1
Administration	2003	Chevrolet	Silverado C1500	Y	engineering	71	1		1				1

Department	Year	Make	Model	AVL Y/N	Description	Number	Go9	GoRugged	Light Duty	Heavy Duty	3-wire	Base	Premium
Administration	2004	Chevrolet	Impala	Y	director of operations	3	1		1				1
Administration	2007	Ford	Taurus SE	Y	engineering	6	1		1				1
Administration	2007	GMC	Canyon	Y	engineering	73	1		1				1
Administration	2008	Chevrolet	Impala LS	Y	pool car	7	1		1				1
Administration	2008	Ford	F250 Super	Y	sub/meter repair dep	80	1		1				1
Administration	2009	Ford	F350 Super	Y	sub/meter repair dep	81	1		1				1
Administration	2010	Ford	Fusion SE	Y	IT	4	1		1				1
Administration	2010	Dodge	Dakota SXT	Y	engineering	77	1		1				1
Administration	2012	Ford	F250 Super	Y	sub/meter repair dep	82	1		1				1
Administration	2013	Dodge	Avenger SE	Y	manager of utilities	1	1		1				1
Administration	2013	Dodge	Avenger SE	Y	assistant manager	2	1		1				1
Administration	2014	Chevrolet	Equinox LS	Y	meter readers	62	1		1				1
Administration	2014	Chevrolet	Equinox LS	Y	engineering	78	1		1				1
Administration	2015	Ford	F150	Y	meter readers	61	1		1				1
Administration	2015	Ford	Escape S	Y	engineering	79	1		1				1
Administration	2016	Jeep	Patriot Sport	Y	safety director	8	1		1				1
Administration	2016	Dodge	2500 ST	Y	shop	9	1		1				1
Administration	2017	Chevrolet	Colorado	Y	meter readers	60	1		1				1
						TOTAL	164	20	108	27	49	49	135

ORDER FORM



GENERAL INFORMATION:

Order No. 28132					Order Form Start Date: On Hardware Ship Date
Order Type:	New Sale: ☒	Add-On: ☐	Subscription to IFS Cloud Services: ☐	Subscription license renewal/IFS Cloud Services renewal: ☐	Success Support Services: ☐
	Support Services only: ☐	Upgrade: ☒	Additional Services only: ☐		
Customer Name (also referred to as "Customer" or "Licensee"): City of Hastings					IFS Customer ID: 6000070842
Customer Address: 1228 N. Denver Ave, Hastings, NE 68901					
Billing Address: 1228 N. Denver Ave, Hastings, NE 68901					
Billing Contact: Erik Nielsen			Phone: (402) 462-3659	E-mail: enielsen@cityofhastings.org	
Delivery Address 1228 N. Denver Ave, Hastings, NE 68901					
Delivery Contact: Erik Nielsen			Phone: (402) 462-3659	E-mail: enielsen@cityofhastings.org	
Customer Contact (Technical): Erik Nielsen			Phone: (402) 462-3659	E-mail: enielsen@cityofhastings.org	
Customer Contact (Legal Notices): Erik Nielsen					
If PO required* state PO Number: * for Customer's administrative purposes only					
Currency: All amounts stated in this Order Form are in USD Payment Terms: Net 45 days from invoice date. All amounts are exclusive of taxes which will be payable in addition to the fees listed above. If a payment due date does not fall on a business day, the applicable payment shall be due and payable on the business day immediately prior to the payment due date. All fees are non-cancellable and non-refundable. Unless otherwise stated below, license fees are due on the Order Form start date. Subscription fees, fees for Support Services and other recurring fees, e.g. fees for IFS Cloud Services, are payable in advance of the applicable payment interval as stated below, the first being due on the Order Form start date unless otherwise stated below.					
Indexation: US Consumer Price Index for all urban consumers (CPI-U) + 2.5%. All recurring fees (including fees for Support Services) are subject to annual indexation after year 1 as per the agreement between IFS and Customer. In addition to annual indexation, third-party software related recurring fees may be subject to additional annual revision to reflect any third-party fee increases.					

TERM:

Term License Grant Term (where applicable) and SaaS Term (where applicable):
Term License commences on Order Form Start Date for a term of sixty (60) months ("Term License and/or SaaS Term")
Fee payment interval: First payment due on Order Form Start Date and thereafter annually, in advance

SUPPORT INFORMATION:

Support Terms for Third Party Software: See THIRD PARTY SOFTWARE TERMS AND CONDITIONS (EULA) found at <https://my.geotab.com/eula.html>
Support Terms for IFS Products: See below.

SOFTWARE:

Software Type	Software	Part No.	License Type	Use Type	Use Level (Quantity)
Third Party Software	Clevest Location Solutions Standard - Annual Term License (Includes Mobile Data)	LS-STD-GT-A	SaaS	Per Asset	49
Third Party Software	Clevest Location Solutions Premium - Annual Term License (Includes Mobile Data)	LS-PREM-GT-A	SaaS	Per Asset	135

FEES FOR SOFTWARE AND SUPPORT SERVICES:

IFS or Third Party	Software Type	Software	Qty	Term License Fee Year 1	Term Support Services Year 1	SaaS Fee Year 1
3 rd Party Products	SaaS	Clevest Location Solutions Standard - Annual Term License (Includes Mobile Data)	49			\$8,790.60
3 rd Party Products	SaaS	Clevest Location Solutions Premium - Annual Term License (Includes Mobile Data)	135			\$40,419.00
3rd Party Products Total						\$49,209.60
Total 3rd Party Annual Fees						\$49,209.60

ADDITIONAL SERVICES:

Additional Services Option	Service Description	Fees
CLEVEST-CONS-FP	Clevest consulting services fixed price	\$5,500.00
	DISCOUNT (if signed by Nov 15 th , 2021)	(\$3,300)
CLEVEST-CONS-FP	TOTAL	\$2,200

HARDWARE:

HARDWARE	HARDWARE DESCRIPTION	QTY	List Price	Extended Price
GO9-LTEVZW	GO9 Modem Gateway - USA, Verizon, LTE ONLY - Modem Only	164	\$109.95	\$18,031.80
HRN-GS16K2	Universal Light-Duty (ODB-II) T-Harness Cable Kit	108	\$49.95	\$5,394.60
HRN-GS09K2	Universal Heavy-Duty (JBUS) T-Harness Cable Kit	27	\$49.95	\$1,348.65
HRN-CW03K3	3-wire harness kit for GO Rugged. The kit contains the harness and a fuse kit.	49	\$29.95	1,467.55
GR9-LTEVZW	GO9 RUGGED (Verizon, USA, LTE). Note: Additional harness required	20	\$159.95	\$3,199.00
Total Hardware				\$29,441.60
Hardware is FOB origin; shipping is not included and will be billed as incurred.				

***PS:** The harness quantities listed above are deduced from the Vehicle List sent by City of Hastings. Most vehicles manufactured prior to 1997 do not have an ECM port in the dashboard. For this vehicle set, we must use a 3-wire harness with the GO9 Modem to track the vehicle. There are exceptions to this. As a result, there may be some minor discrepancy in the harness quantities shown above.

PAYMENT PROFILE (IF APPLICABLE):

Invoice Due Date:	Payment:
Invoiced upon hardware ship date	\$81,151.20
Year 2 upon first anniversary of this order form	\$49,209.60
Year 3 upon first anniversary of this order form	\$49,209.60
Year 4 upon first anniversary of this order form	\$49,209.60
Year 5 upon first anniversary of this order form	\$49,209.60

Additional Terms:

Third Party Software: SaaS Subscription and Hardware. If specified in this Order Form, Customer will receive access to SaaS licenses and hardware ("Provider Services and Hardware") as set out in the end user license agreement ("EULA") of Geotab ("Provider") (found at <https://my.geotab.com/eula.html>). Customer understands and agrees that in order to receive the Provider Services and Hardware from Provider it is obligated to agree to the EULA in full, and same shall govern the provision of the Provider Services and Hardware. Customer acknowledges and agrees that it shall look solely to the Provider and the EULA for all matters pertaining to the Provider Services and Hardware. Customer expressly agrees that none of IFS's representations, warranties, indemnities, or other IFS obligations in the Master Agreement shall apply to the Provider Services and Hardware. A SaaS Subscription will commence on the Start Date specified in this Order Form and continue in force for the initial term specified. On expiry of the initial term, the Order Form and SaaS Subscription will terminate unless renewed by the written agreement of the Parties. This Order is not terminable by Customer; expiration or termination of the license will not cause any Fees paid or due to be paid to IFS hereunder to be refunded or credited unless otherwise stated in this Order Form, each SaaS Subscription license will include the provision of Support Services as set-out in the EULA.

License Grant(if applicable): Should Customer select to receive IFS Products under this Order, IFS will provide Customer on a fixed, time limited subscription basis a limited license grant in accordance with the IFS Application Software License Terms (https://www.ifs.com/corp/-/media/files/legal/ifs_sw_license_terms.pdf) for its own internal business operations to access and use the specified Application Software for the applicable User Types and Use Levels and designated installation(s), instance(s)/environment(s), language version(s), and country(ies)/site(s), as set forth hereto. Customer is not receiving any perpetual licenses with this Order and to the extent it previously purchased perpetual licenses to the Software from IFS, the

parties agree such perpetual licenses expire and terminate upon the signing of this Order. This Order and this License is not terminable by Customer; expiration or termination of the license will not cause any Fees paid or due to be paid to IFS hereunder to be refunded or credited.

Support Terms.

IFS Support Services terms for the IFS Products only are set out in Schedule B of the IFS Legacy Support Terms (found at [Support Terms](https://www.ifs.com/corp/-/media/files/legal/IFS_Legacy_Support_and_MCM_Terms.pdf) https://www.ifs.com/corp/-/media/files/legal/IFS_Legacy_Support_and_MCM_Terms.pdf).

Product Terms. Additional terms for third-party software applicable to this Order Form are set out in the [Product Terms](https://www.ifs.com/corp/-/media/files/legal/Product_Terms.pdf) (found at https://www.ifs.com/corp/-/media/files/legal/Product_Terms.pdf)

Order Form Validity. Customer must sign and return this Order Form to IFS by November 15, 2021. This Order Form and the terms shall not be valid after such date unless IFS countersigns and returns the Order Form to Customer.

Governing Terms. This Order Form is entered into pursuant to and governed by the Master Agreement (found at https://www.ifs.com/corp/-/media/files/legal/IFS_North_America_Master_Agreement.pdf) between Customer and IFS, including documents incorporated therein by reference ("Master Agreement"). In the event of a conflict or inconsistency between the terms comprising the agreement between the parties the order of precedence shall be (1) Product Terms (as applicable) (2) this Order Form including documents referenced herein (3) Master Agreement and any applicable Addendum to the Master Agreement (4) Documentation.