

**HASTINGS CITY COUNCIL
AGENDA**

**Council Chambers – City Hall
220 North Hastings Avenue
November 28, 2022
5:30 PM**

ROLL CALL:

PLEDGE OF ALLEGIANCE:

MOTION TO ADOPT CURRENT AGENDA for November 28, 2022 Regular Meeting.

PUBLIC NOTICE - Official Notice of the Regular Meeting was published in the Hastings Tribune on Saturday, November 26, 2022. Pursuant to Nebraska Revised Statute Section 84-1412, the public is advised that a copy of today's agenda and all reproducible written material which will be discussed at today's meeting is located at the back of the Council Chambers. Also, a current copy of the Nebraska Open Meetings Act is posted on the south wall of the Council Chambers which is accessible to members of the public.

COUNCIL COMMUNICATION:

Reports of Liaisons.

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

MAYOR'S COMMUNICATIONS:

CONSENT AGENDA:

1. All Consent Items.
 - (a) Approval of the minutes of the Council Meeting of November 14, 2022
 - (b) Approval of claims and payroll except the claim of Eldon's Automotive Repair
 - (c) Approval of the request of Highland Park Farmers Market LLC to utilize city property for the Highland Park Farmers Market to be held every Saturday from June 10, 2023 to October 28, 2023 at the Hastings Museum east parking lot
 - (d) Approval of the request of the Hastings Area Cadette Girl Scouts to utilize the Pioneer Spirit Trail from the railroad to Lake Hastings for the Fun Run for Vision Therapy on March 17, 2023
 - (e) Approval of Work Order EL-238, installation of an overhead street light circuit and roadway street lights along 16th Street between St. Joseph Avenue and Kansas Avenue
 - (f) Approval of Work Order EL-240, installation of an overhead street light circuit and roadway street lights along "M" Street from Baltimore Avenue/US Highway 281, east 3/8 of a mile

REGULAR AGENDA:

2. Unfinished Business of Preceding Meeting.

3. Public Hearings.

- (a) Public hearing regarding an application to the Nebraska Department of Economic Development for a Community Development Block Grant in the amount of \$217,000.00 for the Pacha Soap Co. expansion project

Resolution No. 2022-41 authorizing Chief Elected Official to sign an application for Community Development Block Grant funds in the amount of \$217,000.00 for Pacha Soap Co. expansion project

4. General Business.

- (a) Approval of claim of Eldon's Automotive Repair in the amount of \$1,459.79 (City)
- (b) Approval of the application of Corner Building, LLC for Community Development Block Grant Downtown Revitalization Facade Program forgivable loan funding in the amount of \$100,000.00 for a facade renovation project at 701 and 711 West 1st Street
- (c) Approval of the Agreement for Animal Sheltering Services between Heartland Pet Connection and the City of Hastings
- (d) Approval of Access and Utilities Easement Agreement between CI Properties, LLC and the City of Hastings

5. Ordinances and Resolutions.

- (a) Resolution No. 2022-40 approval of Year-End Certification of the City Street Superintendent for calendar year 2022 with the Nebraska Department of Transportation
- (b) Ordinance No. 4723 repealing Ordinance No. 4707 and creating Water Extension District No. 2022-2, Lakeview 10th Addition
- (c) Ordinance No. 4724 repealing Ordinance No. 4708 and creating Sewer Extension District No. 2022-1, Lakeview 10th Addition
- (d) Ordinance No. 4725 repealing Ordinance No. 4709 and creating Street Improvement District 2022-2, Lakeview 10th Addition
- (e) Resolution No. 2022-42 approving the plans, specifications and authorization to advertise for bids for Lakeview 10th Water Extension District 2022-2 and Sewer Extension District 2022-1
- (f) Ordinance No. 4726 amending City Code Section 15-311, School Zones
- (g) Ordinance No. 4727 conveying ownership of a tract of land commonly referred to as Well 20 to Clint A. Bostock for \$250.00

6. Final Passage of Ordinances.

7. Appointments.

(a) Appointment of City Attorney

8. Miscellaneous and Other Business.

(a) Contract with Heartland Pet Connection

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.

CITY OF HASTINGS, NEBRASKA
MINUTES OF CITY COUNCIL REGULAR MEETING
Monday, November 14, 2022

Pursuant to due call and notice thereof, a Regular Meeting of the City Council of the City of Hastings, Nebraska was conducted in the Council Chambers of City Hall, 220 N. Hastings Avenue, on November 14, 2022.

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

The following City Officials were present: Interim City Administrator/Utility Manager, Kevin Johnson; City Attorney, Clint Schukei; Assistant City Attorney, Jesse Oswald; City Clerk, Kimberly Jacobitz; Police Chief, Adam Story; Asst. Fire Chief, Troy Vorderstrasse; Parks & Recreation Director, Jeff Hassenstab; Finance Director, Roger Nash; Information Technology Director, Erik Nielsen; Director of Engineering, Lee Vrooman; Director of Human Resources, Lori Hartman; Museum Director, Teresa Kreutzer-Hodson; Public Information Manager, LeAnne Doose; Chief Building Official, Kevin Kubo; Fire Marshal, Anthony Murphy.

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 the current agenda for the November 14, 2022 Regular meeting, moving Item 4(a) up to the front of the Regular Agenda.

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, November 11, 2022. Pursuant to Nebraska Revised Statute Section 84-1412, the public is advised that a copy of today's agenda and all reproducible written material which will be discussed at today's meeting is located at the back of the Council Chambers. Also, a current copy of the Nebraska Open Meetings Act is posted on the south wall of the Council Chambers which is accessible to members of the public.

COUNCIL COMMUNICATION:

None.

CITIZEN COMMUNICATIONS:

None.

MAYOR'S COMMUNICATIONS:

Mayor Stutte recognized Service Anniversaries for Jessica Noyd (Museum) 10 years and Jarred Hackler (Fire) 15 years.

CONSENT AGENDA:

1. All Consent Items.

Moved by Matt Fong seconded by Shawn Hartmann 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 24, 2022

(b) Approval of the minutes of the Worksession of October 17, 2022

(c) Approval of claims and payroll

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

(e) Approval of Work Order EL-234, new one-phase underground electric line and padmount transformer for service to a new private shop building at 2015 N. 2nd Avenue

(f) Approval of Work Order EL-227, installation of a three-phase underground electric line and padmount transformer to serve Hastings Public Schools' Bus Barn

- (g) Approval of Work Order EL-226, installation of a one phase underground line and padmount transformer for the Pine Patch Tree Farm at 780 East 26th Street
- (h) Approval of Work Order GA-371, new two inch medium pressure gas main on Brookings Circle, Frahm Lane and Rittenhouse Street
- (i) Approval of Invoice No. 1462 from South Central Economic Development District in the amount of \$3,825.00 for general administrative services for Community Development Block Grant Project 20-PW-004, Public Works Sidewalk Improvements
- (j) Approval of Invoice No. 1463 from South Central Economic Development District in the amount of \$1,350.00 for construction management services for Community Development Block Grant Project 20-PW-004, Public Works Sidewalk Improvements
- (k) Approval of Pay Estimate #5 in the amount of \$63,669.15 from Ben Engel Construction for work completed on the Community Development Block Grant Project 20-PW-004, Public Works Sidewalk Improvements
- (l) Approval of the request for Community Development Block Grant funds, Drawdown #7, in the amount of \$62,417.64 for Community Development Block Grant Project 20-PW-004, Public Works Sidewalk Improvements
- (m) Approval of Invoice No. 1457 from South Central Economic Development District in the amount of \$1,000 for general administrative services for Community Development Block Grant Project 21-DTR-007, Downtown Revitalization
- (n) Approval of the request for Community Development Block Grant funds, Drawdown #2, in the amount of \$1,000.00 for administrative services completed for Community Development Block Grant Project 21-DTR-007, Downtown Revitalization
- (o) Approval of Invoice No. 1456 from South Central Economic Development District in the amount of \$1,750.00 for grant administrative services for Community Development Block Grant Project 19-DTR-103, Downtown Revitalization
- (p) Approval of the request for Community Development Block Grant funds, Drawdown #14, in the amount of \$1,750.00 for administrative services completed for Community Development Block Grant Project 19-DTR-103, Downtown Revitalization
- (q) Approval of Release of Easement for water lines on the Breechblock Renewables LLC property
- (r) Approval of Expenditures to Encourage the Retention of Certified Law Enforcement Officers and Dispatchers at the Hastings Police Department

REGULAR AGENDA:

2. Unfinished Business of Preceding Meeting.

None.

3. Public Hearings.

(a) Public hearing on the application of BG Olive Saloon, LLC dba "BG Olive Saloon" for a Class "C" Liquor License (Beer, Wine, Spirits, On and Off Sale) at 423 W. 3rd Street. Police Chief Story reported on this item. He recommends approval. Speaking For: Barry Gregory, 1415 N Kansas. No objections were received.

Moved by Chuck Rosenberg seconded by Ginny Skutnik to approve Resolution No. 2022-39 approving the application of BG Olive Saloon, LLC dba "BG Olive Saloon" for a Class "C" Liquor License at 423 W. 3rd Street. 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 Shawn Hartmann to approve the manager application of Barry N. Gregory in connection with the Class "C" Liquor License of BG Olive Saloon, LLC dba "BG Olive Saloon" located at 423 W. 3rd Street. 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) Public Hearing on the adoption of the City of Hastings Engineering Department 2023-2028 One and Six Year Street Improvement Plan. Lee Vrooman gave a presentation on this item.

Projects in progress/completed: NDOT Highway US-6 Project No. 6-4(129), 16th Street Viaduct demolition, Brookings Circle, and miscellaneous asphalt resurfacing. Upcoming projects (Arterial &

Residential): 7th Street-Chestnut to Oswego, Crane Avenue-5th to 7th, 3rd & 4th Streets-Eastside Blvd to California, Turner Avenue-12th to 14th, Lexington Avenue-7th to 9th, West 5th Street-Kerr to Saunders, Quiet Crossings, CDBG sidewalk and curbs in downtown area, Downtown Streets one-way to two-way conversion Study, 13th & Eastside Blvd Street/Drainage improvements, Laird Avenue-14th to Apache, M Street-Baltimore to 800' east, Lakeview Avenue-Martin Drive to 33rd, 33rd-connect to Utecht Avenue. Future projects: Hastings Southeast Project (significant future cost sharing requirements) and 12th Street Corridor Improvements (preliminary design budgeted for 2023). No public spoke. No objections were received.

Moved by Matt Fong seconded by Butch Eley to approve Resolution No. 2022-34 adopting City of Hastings Engineering Department 2023-2028 One and Six Year Street Improvement 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.

(d) Public hearing on the request of the Community Redevelopment Authority regarding Plan Modification No. 2022-4 to Redevelopment Area Number #13, Theatre Flats Project, at Lot Two (2), Block One (1), Theatre District Subdivision, Hastings, Nebraska. Lee Vrooman gave a presentation on this item. Theatre Flats is zoned CP-3, Commercial Business Planned District. It is a 75 dwelling unit apartment building. Tax Increment Financing (TIF) will aid in the acquisition, site preparation, infrastructure expenses, building enhancements and related construction costs associated with the purchase and development. Planning Commission recommended approval 9-0 at their meeting held on October 18, 2022. Spoke For: Tom Huston, 9200 Andermat Dr, Lincoln, on behalf of Theatre Flats. No objections were received.

Moved by Butch Eley seconded by Shawn Hartmann to approve Resolution 2022-36, Plan Modification No. 2022-4 to Redevelopment Area Number #13, Theatre Flats Project, Lot Two (2), Block One (1), Theatre District Subdivision, Hastings, Adams County, Nebraska. 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.

(e) Public hearing on the request of Patrick Moore to change zoning from "C-2, Central Business District" to "R-3, Multiple Family Residential District" for property commonly addressed as 403 West 3rd Street, Hastings, Nebraska. Mayor Stutte explained that public hearings for Items 3(e), 3(f), and 3(g) will be held together. Lee Vrooman gave the presentation. This request is rezone from C-2 to R-3 to have bottom level apartments. Then they need a planned district to allow for reduced setbacks and increased lot coverage. The deviations will give this parcel a similar look and feel to other C-2 properties with the standards being very similar. The Plan Modification is zoned RP-3 Multi-Family Residential Planned District. The plan is for a downtown fourplex. This will aid in site acquisition, site preparation, interior demolition, rehabilitation of the structure, facade enhancements, architectural, engineering and planning costs, capitalized interest, and legal fees, public parking and any other eligible public improvements essential for public uses in accordance with the Redevelopment Plan. The housing project shall qualify as "Workforce Housing". Planning Commission recommended approval of all Garage Flats agenda items 9-0 at their meeting held on October 18, 2022. Spoke For: Dave Rippe, 1312 Heritage Drive, Garage Flats Project. No objections were received.

ORDINANCE NO. 4720 AMENDING THE ZONING DISTRICT MAP TO CHANGE ZONING FROM "C-2, CENTRAL BUSINESS DISTRICT" TO "R-3, MULTIPLE FAMILY RESIDENTIAL DISTRICT" FOR PROPERTY COMMONLY ADDRESSED AS 403 WEST 3RD STREET, HASTINGS, NEBRASKA

Said Ordinance was read by title and thereafter Councilmember Chuck Rosenberg moved for passage of the ordinance, which motion was seconded by Councilmember Ted Schroeder.

The Mayor then stated the question "Shall Ordinance No. 4720 be passed and adopted?" Upon roll call vote the following Councilmembers voted Ayes: Matt Fong, Shawn Hartmann, Chuck Rosenberg, Joy Huffaker, Butch Eley, Ted Schroeder, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: None. The motion carried.

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

The passage and adoption of said ordinance having been concurred in by a majority of all members of the Council, the Mayor declared the ordinance adopted upon second and final reading and the Mayor signed and approved the ordinance. City Clerk attested the passage approval of the same and affixed her signature thereto. Published in the Hastings Tribune on November 18, 2022. Effective date of the ordinance is 15 days from and after the date this ordinance is passed and approved.

(f) Public hearing on the request of Patrick Moore for a Planned District Development Plan for Garage Flats, LLC for property commonly addressed as 403 West 3rd Street, Hastings, Nebraska. This public hearing was held together with Items 3(e) and 3(g).

Moved by Shawn Hartmann seconded by Matt Fong to approve Resolution No. 2022-37, Planned District Development Plan for Garage Flats, LLC for property commonly addressed as 403 West 3rd Street, Hastings, Nebraska. 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.

(g) Public hearing on the request of the Community Redevelopment Authority regarding Plan Modification No. 2022-3 to Redevelopment Area Number #1, Garage Flats Project, commonly addressed as 403 West 3rd Street, Hastings, Nebraska. This public hearing was held together with Items 3(e) and 3(f).

Moved by Matt Fong seconded by Ginny Skutnik to approve Resolution No. 2022-35, Plan Modification No. 2022-3 to Redevelopment Area Number #1, Garage Flats Project, commonly addressed as 403 West 3rd Street, Hastings, Nebraska. 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.

(h) Public hearing on the request of Bradley Beck to change zoning from "R-1, Urban Single Family Residential District" to "R-1A, Single-Family Large Lot Residential District" for property commonly addressed as 3801 Wendell Drive, Hastings, Nebraska. Lee Vrooman gave a presentation on this item. This request is rezone from R-1 to R-1A to allow for a pony. The property is over 2 acres. This land is adjacent to the floodplain and would be challenging to further develop to the north. Planning Commission recommended approval 9-0 at their meeting held on October 18, 2022. No public spoke. No objections were received.

ORDINANCE NO. 4721 AMENDING THE ZONING DISTRICT MAP TO CHANGE ZONING FROM "R-1, URBAN SINGLE FAMILY RESIDENTIAL DISTRICT" TO "R-1A, SINGLE-FAMILY LARGE LOT RESIDENTIAL DISTRICT" FOR PROPERTY COMMONLY ADDRESSED AS 3801 WENDELL DRIVE, HASTINGS, NEBRASKA

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

The Mayor then stated the question "Shall Ordinance No. 4721 be passed and adopted?" Upon roll call vote the following Councilmembers voted Ayes: Matt Fong, Shawn Hartmann, Chuck Rosenberg, Joy Huffaker, Butch Eley, Ted Schroeder, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: None. The motion carried.

Councilmember Matt Fong moved that the statutory rule requiring reading on three different days be suspended; Councilmember Shawn Hartmann seconded the motion to suspend the rules and upon roll call vote the following Councilmembers voted Ayes: Matt Fong, Shawn Hartmann, Chuck Rosenberg, Joy

Huffaker, Butch Eley, Ted Schroeder, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: None. The motion to suspend the rules was adopted by three fourths vote of the Council and the statutory rule was declared suspended for consideration of said ordinance.

The passage and adoption of said ordinance having been concurred in by a majority of all members of the Council, the Mayor declared the ordinance adopted upon second and final reading and the Mayor signed and approved the ordinance. City Clerk attested the passage approval of the same and affixed her signature thereto. Published in the Hastings Tribune on November 18, 2022. Effective date of the ordinance is 15 days from and after the date this ordinance is passed and approved.

(i) Public hearing on the request of Brian Jorde for Prairie Thunder Hastings, LLC with Robert A. Wallace for West Fork, Inc. to change zoning from "A, Agriculture District" to "C-3, Commercial Business District" for property generally located north of West 42nd Street and west of Tom Osborne Expressway in the extra-territorial jurisdiction of the City of Hastings, Nebraska. Mayor Stutte explained that both public hearings, Items 3(i) and 3(j) will be held together. He also stated that representatives for the applicants and the opposition would be given 30 minutes each to speak, then 10 minutes each for rebuttal. Each citizen wishing to speak will be given up to three minutes.

Lee Vrooman gave a presentation on this item together with the next agenda item. He stated these are two separate actions: C-3 zoning is required to have the casino and a Conditional Use Permit (CUP) is required to have the horse racetrack.

Zoning Legal Description – clarifying words added: "THENCE EASTERLY PERPENDICULAR TO SAID WEST LINE, A DISTANCE OF 150 FEET, THIS BEING THE POINT OF BEGINNING; THEN SOUTHERLY PARALLEL TO SAID WEST LINE, A DISTANCE OF 825.00 FEET"

CUP Legal Description – clarifying words added: "THENCE EASTERLY PERPENDICULAR TO SAID WEST LINE, A DISTANCE OF 60 FEET, THIS BEING THE POINT OF BEGINNING; THENCE SOUTHERLY PARALLEL TO SAID WEST LINE, A DISTANCE OF 800.00 FEET"

CUP Condition #9 – applicant requested a change in language that further clarifies what is required for licensing paperwork before a building permit will be issued for a racetrack and related amenities.

Comprehensive Plan: The Future Land Use Map shows designations for this property as a mix of Suburban Residential and Commercial Retail. Commercial Retail- "The commercial/retail land use designation provides the opportunity for the development of general retail and service uses that serve neighborhoods and the community and region. Commercial/retail uses should be along primary arterials such as Burlington Avenue." Suburban Residential- "Suburban residential development is primarily reserved for single-family uses." Planning Commission recommended approval of zoning change 8-1 at their meeting held on October 18, 2022.

Speaking For Applicant: Brian Jorde, Domina Law Group in Omaha, represented Prairie Thunder Hastings, LLC, and spoke in support of rezoning and the Conditional Use Permit (CUP).

Speaking in Opposition: Timothy O'Keefe, 309 Lakeside; Shannon Hoff, 1325 Highland; and Tiffani Arndt; represented the opposition, and spoke against the rezoning and Conditional Use Permit (CUP).

Speaking For: Mike Engelhardt, 700 Eastside Blvd; Alan Anderson, 701 North Shore; Tyson Havranek,

3763 West Capital, Grand Island; Tom Hastings, 1101 West 33rd; Jim Guthman, 1513 Highland Drive

Speaking Against: Greg Harhay, 1740 Highland; Raul Franco, 3812 Lake Park; Kim Perez, 611 Madden;

Kirk Dielman, 14 Village Drive; Anthony Swanson, 630 North Shore; Cathy Phillips, 1411 Highland; Kaylin

DeDiana, 2220 Bateman; Jeff Klug, 503 Quayle Circle; Cathy Swanson, 630 North Shore; Roger

Eigenberg, 1248 North Hewett; Joel Remmers, 821 Madden; Kiley McCoy, 1 Kingston Drive; Betsy Cook,

5001 Nathan Way; Dave Hart, 5404 North Baltimore; C.L. Wilmer, 320 East 9th; Mike Butler, 1505

Highland; Lacinda Glenn, 820 Highland; Dayna Harhay, 1740 Highland; Deb Rasby, 5825 Pintail; Don

Conyers, No Address Given; Jenyfer Beye, 1118 West 4th; Mark Phillips, 1411 Highland; Matt Sass,

2621 West 9th; Speaking Either Way: Marc Rowen, 1009 Country Club Drive.

Mayor Stutte asked the City Attorneys to address the following concerns:

1) Is it appropriate for this council to be hearing this item, because of the recent election?

Jesse Oswald's response to the concern: Tabling the item is something you can do. From a procedural standpoint, it does not make sense to have a council who attends a hearing, goes through the process, and is able to ask questions, then table that item for another council to then vote on it without going

through the proper procedures. It would not be recommended. Clint Schukei stated that the terms of this council are clear. The folks that are here, are still the council of the City of Hastings today and will be until the statute directs the change at the first meeting in December, and not before that. Mayor Stutte stated he wanted to establish that this council has a legitimate reason to evaluate this.

2) Timeline between when the application was submitted and when we got to a Planning Commission hearing and Council. Jesse Oswald's response to the concern: Under city code, once an application is submitted for a zoning change, it can be heard by the Planning Commission, as long as it is submitted 15 working days before the Planning Commission meets. This application was received 17 working days before the Planning Commission met in October, so it did fit within that timeline and was able to be heard. When it gets to the recommendation, legally the city council can hear it as soon as the next council meeting, which would have been in October. Typically, the city historically handles Planning Commission items at the first meeting of the month following their meeting. In addition to that, how the calendar fell, it gave an extra week before hearing this, because of the fifth Monday. Clint Schukei stated that when city code talks about being in receipt of a conditional use permit or a zoning permit, it is not discretionary that if it is held within 15 days. It states if it is received more than 15 working days prior to the next Planning Commission meeting, it shall be on the Planning Commission agenda. This got to where it's at in its normal course. If it would have slowed down, it would have been a violation of the statute.

3) Staffing issues, where we are with a City Administrator, and also the Planner and how we have been handling the planning process. Jesse Oswald's response to the concern: The city has a Planner currently employed, and he handled all the planning in the typical manner. As far as a City Administrator, we have an Interim City Administrator. However, the administrator is not part of the typical review or has a strong say in these situations.

Councilmember Eley stated it would be irresponsible for this item to be tabled for the next council vote. He asked if Mr. Jorde had considered other properties? Mr. Jorde stated they have looked at other properties, but the owners are not interested in selling. Councilmember Beahm asked about their gaming partner. Mr. Jorde stated that their previous partner did not help to get it done. The previous partner stated the community didn't want us, so we are leaving. Councilmember Skutnik asked why an operator had not been named yet? Mr. Jorde commented that they are talking to three and they are confidential. Skutnik was concerned with the council not being able to vet the operator, as they do in Keno. Mr. Jorde said the State of Nebraska makes that decision on who gets approved and who does not. They will put forth who they want, but the state makes the decision about who meets the requirements.

Councilmember Rosenberg stated that about eight months ago, people who were opposed to the casino came to his office, and reminded him that he had previously stated he supports Planning Commission recommendations, since they thoroughly vet their decisions. The Planning Commission voted against this last time and he supported their recommendation. Those people came again in the past few weeks, and they did not want him to follow the Planning Commission decision this time. Councilmember Fong stated that he appreciates the amount of feedback and people who stepped up to speak tonight. He asked how long are conditional use permits (CUP) normally in existence after they are approved? Clint Schukei stated that it is a zoning change that because of the nature of it, says there can be conditions placed on them. This CUP is for the racetrack, which can be granted under the city code, regardless of whether it is in agricultural zoning district, or it is in a C3 zoning district. A horse stable is allowed in a C3 zoning classification. The CUP lasts as long as the conditional use is there, if it is there lawfully. Councilmember Schroeder stated he received two phone calls in opposition last time. One of the speakers tonight attacked his vote, because of Conflict of Interest (COI). Schroeder went to the State last time about a potential COI, and they stated he did not have a COI. As council, they need to follow the Planning Commission. The Planning Commission vets what is best for the community on zoning. Councilmember Rosenberg stated that it is not easy coming from a business and bring all that experience to the council, then be attacked. He will finish his term with respect and dignity. Councilmember Huffaker stated that she appreciated the emails and feedback, and the hard work of the Planning Commission. Councilmember Hartmann agreed with Huffaker's statement.

ORDINANCE NO. 4722 AMENDING THE ZONING DISTRICT MAP TO CHANGE ZONING FROM "A, AGRICULTURE DISTRICT" TO "C-3, COMMERCIAL BUSINESS DISTRICT" FOR PROPERTY GENERALLY LOCATED NORTH OF WEST 42ND STREET AND WEST OF TOM OSBORNE EXPRESSWAY IN THE EXTRA-TERRITORIAL JURISDICTION OF THE CITY OF HASTINGS, NEBRASKA

Said Ordinance was read by title and thereafter Councilmember Butch Eley moved for passage of the ordinance, which motion was seconded by Councilmember Shawn Hartmann.

The Mayor then stated the question "Shall Ordinance No. 4722 be passed and adopted?" Upon roll call vote the following Councilmembers voted Ayes: Matt Fong, Shawn Hartmann, Chuck Rosenberg, Joy Huffaker, Butch Eley, Ted Schroeder. Nays: Ginny Skutnik, Jeniffer Beahm. Absent: None. The motion carried.

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

The passage and adoption of said ordinance having been concurred in by a majority of all members of the Council, the Mayor declared the ordinance adopted upon second and final reading and the Mayor signed and approved the ordinance. City Clerk attested the passage approval of the same and affixed her signature thereto. Published in the Hastings Tribune on November 18, 2022. Effective date of the ordinance is 15 days from and after the date this ordinance is passed and approved.

(j) Public hearing on the request of Brian Jorde for Prairie Thunder Hastings, LLC with Robert A. Wallace for West Fork, Inc. for a Conditional Use Permit for an Outdoor Entertainment and Recreation Business for property generally located north of West 42nd Street and west of Tom Osborne Expressway in the extra-territorial jurisdiction of the City of Hastings, Nebraska. Hearing was held together with prior item 3(i). Planning Commission recommended approval of the Conditional Use Permit (CUP) at their meeting held on October 18, 2022.

Moved by Shawn Hartmann seconded by Ted Schroeder to approve Resolution No. 2022-38, the request of Brian Jorde for Prairie Thunder Hastings, LLC with Robert A. Wallace for West Fork, Inc. for a Conditional Use Permit for an Outdoor Entertainment and Recreation Business for property generally located north of West 42nd Street and west of Tom Osborne Expressway in the extra-territorial jurisdiction of the City of Hastings, Nebraska. Roll Call: Ayes: Matt Fong, Shawn Hartmann, Chuck Rosenberg, Joy Huffaker, Butch Eley, Ted Schroeder. Nays: Ginny Skutnik, Jeniffer Beahm. Absent: None. The motion carried.

4. General Business.

(a) Moved by Matt Fong seconded by Shawn Hartmann to approve to submit Letters of Intent Rural Workforce Housing Funds from the Nebraska Department of Economic Development for Phase III. Michael Krings, Hastings Economic Development Corporation, spoke on this item. Round three of rural workforce housing funds are expected to open anytime now. Letter of Intent is going to be in December. The application is due in February. We should know the decision early next year. The maximum award we can get is \$1 million. Normally, this is a 1:1 match required. This year it was made into 50% needed for match. We talked to the Utility Advisory Board about funds. Those that get more matching funds, have leverage to move up the application list. We are talking to other organizations to get as much funding support as possible. 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.

None.

6.

Final Passage of Ordinances.

None.

7. Appointments.

(a) Moved by Matt Fong seconded by Shawn Hartmann to approve Boards and Commissions appointments, as presented by Mayor Stutte.

Community Redevelopment Authority: Dick Hysell 11/01/2022 to 11/01/2027, Reappointment

Board of Appeals: Heath Lemke 11/01/2022 to 11/01/2027, Reappointment

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.

8. Miscellaneous and Other Business.

None.

Moved by Ginny Skutnik seconded by Butch Eley there being no further business to come before the council to adjourn at 9:10 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, NE - Production



ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 221128 11/28/2022
DUE DATE: 11/28/2022

CASH ACCOUNT: 999 11010		CASH IN BANK - CITY								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
68	3M KQS7020	0001		INV	11/18/2022	9419410535				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 280 73160		STREET	SIGNS		2,403.91				
							2,403.91			
						CHECK TOTAL	2,403.91			
40	ADAMS COUNTY CLERK	0001		INV	12/09/2022	110922				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10001010 72915		CITY ADMIN	OTHER		1,475.72				
							1,475.72			
40	ADAMS COUNTY CLERK	0001		INV	12/10/2022	Q3 2022				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10009000 72930		OTHER-GOV	AD CO EMER		11,491.32				
							11,491.32			
						CHECK TOTAL	12,967.04			
93	ADAMS COUNTY COURT	0001		INV	12/03/2022	486355				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 265 45115		DIVERSION	DIV FEE		37.95				
							37.95			
93	ADAMS COUNTY COURT	0001		INV	12/03/2022	219				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 265 45115		DIVERSION	DIV FEE		182.00				
							182.00			
						CHECK TOTAL	219.95			
1401	ADAMS COUNTY HISTORIC	0001		INV	12/01/2022	ACHS OCT2022				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 270 44305		MUSEUM	SALES-MUS		162.65				
							162.65			
						CHECK TOTAL	162.65			
715	ADAMS COUNTY REGISTER	0001		INV	10/22/2022	20223630				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10002000 72043		DS	RECORDING		34.00				
							34.00			

City of Hastings, NE - Production



ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 221128 11/28/2022

DUE DATE: 11/28/2022

CASH ACCOUNT: 99911010			CASH IN BANK - CITY							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
715	ADAMS COUNTY REGISTER		0001		INV	11/10/2022	20223821			
	ACCOUNT DETAIL						LINE AMOUNT			
	11000200072043		DS	RECORDING			34.00			
							CHECK TOTAL	34.00		
								68.00		
76	ADAMS LAND TITLE COMP		0001		INV	12/02/2022	19137			
	ACCOUNT DETAIL						LINE AMOUNT			
	128574229		ST CONSTR	CAP IMP			650.00			
							CHECK TOTAL	650.00		
								650.00		
								650.00		
437	ALLO COMMUNICATIONS		0001		INV	11/23/2022	161768910242022			
	ACCOUNT DETAIL						LINE AMOUNT			
	11000400072620		LIBRARY	TELEPHONE			191.97			
							CHECK TOTAL	191.97		
								191.97		
								191.97		
402	AMAZON CAPITAL SERVIC		0001		INV	11/26/2022	11ML-T1D7-VYM1			
	ACCOUNT DETAIL						LINE AMOUNT			
	11000604072740		FIRE	RM-COM EQ			394.74			
							CHECK TOTAL	394.74		
								394.74		
								394.74		
1828	AMERICAN CEMETERY SUP		0001		INV	10/26/2022	070038			
	ACCOUNT DETAIL						LINE AMOUNT			
	11000302172750		PR-CEM	RM-HEAVY			3,572.10			
							CHECK TOTAL	3,572.10		
								3,572.10		
								3,572.10		
717	AMERICAN FENCE COMPAN		0001		INV	12/03/2022	GIIN00001266			
	ACCOUNT DETAIL						LINE AMOUNT			
	11000302272720		PR-PARKS	RM-BLDG			1,477.00			
								1,477.00		
717	AMERICAN FENCE COMPAN		0001		INV	12/03/2022	GIIN00001265			
	ACCOUNT DETAIL						LINE AMOUNT			
	11000302372720		PR-WP	RM-BLDG			4,090.00			
								4,090.00		

City of Hastings, NE - Production



ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 221128 11/28/2022
DUE DATE: 11/28/2022

CASH ACCOUNT: 999 11010		CASH IN BANK - CITY				INVOICE	AMOUNT	VOUCHER	CHECK
VENDOR		REMIT	PO	TYPE	DUE DATE				
						CHECK TOTAL	5,567.00		
250	AP TECHNOLOGY LLC	0001		INV	12/08/2022	IN034160			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 720 73725		IT FUND	COMPT SOFT			156.75		
	2 720 73727		IT FUND	SFTW UTIL			128.25		
							285.00		
						CHECK TOTAL	285.00		
705	ARAMARK UNIFORM SERVI	0001		INV	11/30/2022	6280102025			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 610 72750		LANDFILL	RM-HEAVY			32.58		
							32.58		
705	ARAMARK UNIFORM SERVI	0001		INV	12/07/2022	6280106132			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 610 73170		LANDFILL	WEARING			32.58		
							32.58		
705	ARAMARK UNIFORM SERVI	0001		INV	12/09/2022	6280107531			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10005031 73720		POLICE	SUPP-BM			109.96		
							109.96		
						CHECK TOTAL	175.12		
539	AT&T MOBILITY	0001		INV	11/23/2022	28730634728711022022			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 72620		FIRE	TELEPHONE			52.11		
							52.11		
						CHECK TOTAL	52.11		
707	AUTO VALUE PARTS STOR	0001		INV	12/03/2022	70NV087081			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 72750		STREET	RM-HEAVY			93.30		
							93.30		
707	AUTO VALUE PARTS STOR	0001		INV	12/03/2022	70NV087076			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 72750		STREET	RM-HEAVY			63.77		
							63.77		

City of Hastings, NE - Production



ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 221128 11/28/2022

DUE DATE: 11/28/2022

CASH ACCOUNT: 999 11010		CASH IN BANK - CITY							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
707	AUTO VALUE PARTS STOR	0001		INV	11/25/2022	70NV086638			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 72750		STREET	RM-HEAVY		18.54	18.54		
707	AUTO VALUE PARTS STOR	0001		INV	11/26/2022	70NV086691			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 72750		STREET	RM-HEAVY		20.94	20.94		
707	AUTO VALUE PARTS STOR	0001		INV	12/03/2022	70NV087095			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 73805		STREET	HAND TOOL		27.99	27.99		
707	AUTO VALUE PARTS STOR	0001		INV	12/04/2022	70NV087112			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 73805		STREET	HAND TOOL		4.09	4.09		
707	AUTO VALUE PARTS STOR	0001		INV	12/02/2022	70NV087032			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 73772		STREET	SUPP-SHOP		47.88	47.88		
707	AUTO VALUE PARTS STOR	0001		INV	12/08/2022	70NV087301			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 610 72780		LANDFILL	RM-VEH		24.98	24.98		
						CHECK TOTAL	301.49		
1436	AUTOSPA HASTINGS	0001		INV	12/01/2022	1830756			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 72780		FIRE	RM-VEH		55.00	55.00		
						CHECK TOTAL	55.00		
54	BAKER & TAYLOR, INC.	0001		INV	11/18/2022	2037095923			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10004000 73012		LIBRARY	LIB COLL		36.65	36.65		

City of Hastings, NE - Production



ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 221128 11/28/2022

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CASH ACCOUNT: 999		11010	CASH IN BANK - CITY							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
54	BAKER & TAYLOR, INC.	0001		INV	11/23/2022	2037104532				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10004000 73012		LIBRARY	LIB COLL			383.93			
							383.93			
54	BAKER & TAYLOR, INC.	0001		INV	11/19/2022	2037095029				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10004000 73012		LIBRARY	LIB COLL			244.60			
							244.60			
54	BAKER & TAYLOR, INC.	0001		INV	11/25/2022	2037113502				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10004000 73012		LIBRARY	LIB COLL			35.99			
							35.99			
54	BAKER & TAYLOR, INC.	0001		INV	11/30/2022	2037121519				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10004000 73012		LIBRARY	LIB COLL			666.59			
							666.59			
54	BAKER & TAYLOR, INC.	0001		INV	11/30/2022	2037121295				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10004000 73012		LIBRARY	LIB COLL			442.28			
							442.28			
54	BAKER & TAYLOR, INC.	0001		INV	11/27/2022	2037052015				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10004000 73012		LIBRARY	LIB COLL			636.10			
	2 10004000 72914		LIBRARY	PROC FEE			186.87			
							822.97			
						CHECK TOTAL	2,633.01			
708	BEYKE SIGNS	0001		INV	11/30/2022	27963				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10005031 72030		POLICE	PROF SERV			35.00			
							35.00			
						CHECK TOTAL	35.00			
709	BIG G ACE	0001		INV	11/24/2022	706193/1				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10003021 72915		PR-CEM	OTHER			202.70			
							202.70			

City of Hastings, NE - Production



ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 221128 11/28/2022

DUE DATE: 11/28/2022

CASH ACCOUNT: 999 11010		CASH IN BANK - CITY							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
709	BIG G ACE	0001		INV	12/01/2022	706602/1			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003021 72915		PR-CEM	OTHER		45.04			
							45.04		
709	BIG G ACE	0001		INV	12/03/2022	706726/1			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003021 72915		PR-CEM	OTHER		194.36			
							194.36		
709	BIG G ACE	0001		INV	12/04/2022	706827/1			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003022 72750		PR-PARKS	RM-HEAVY		8.34			
							8.34		
709	BIG G ACE	0001		INV	12/04/2022	706829/1			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003022 72720		PR-PARKS	RM-BLDG		3.14			
							3.14		
709	BIG G ACE	0001		INV	12/07/2022	706939/1			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 72750		STREET	RM-HEAVY		18.12			
							18.12		
709	BIG G ACE	0001		INV	12/08/2022	706993/1			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003020 73720		PR-AUD	SUPP-BM		216.60			
							216.60		
709	BIG G ACE	0001		INV	12/09/2022	707058/1			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003024 72720		PR-REC	RM-BLDG		127.94			
							127.94		
709	BIG G ACE	0001		INV	12/08/2022	707005/1			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 73160		STREET	SIGNS		61.37			
							61.37		
709	BIG G ACE	0001		INV	12/10/2022	707160/1			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 73720		FIRE	SUPP-BM		34.70			
							34.70		
						CHECK TOTAL	912.31		

City of Hastings, NE - Production



ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 221128 11/28/2022
DUE DATE: 11/28/2022

CASH ACCOUNT: 999 11010		CASH IN BANK - CITY								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
273	BOUND TREE MEDICAL LL	0001		INV	11/24/2022	84737297				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10006041 73135		AMBULANCEMED SUPP			220.22				
							220.22			
273	BOUND TREE MEDICAL LL	0001		INV	11/24/2022	84737298				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10006041 73135		AMBULANCEMED SUPP			105.54				
							105.54			
273	BOUND TREE MEDICAL LL	0001		INV	11/26/2022	84740622				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10006041 73135		AMBULANCEMED SUPP			197.13				
							197.13			
273	BOUND TREE MEDICAL LL	0001		INV	11/26/2022	84740623				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10006041 73135		AMBULANCEMED SUPP			290.50				
							290.50			
						CHECK TOTAL	813.39			
615	BUSINESS WORLD PRODUC	0001		INV	12/01/2022	023534				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10004000 73001		LIBRARY OFF SUPP			64.48				
							64.48			
						CHECK TOTAL	64.48			
618	C D W GOVERNMENT, INC	0001		INV	12/01/2022	DT98469				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 720 74357		IT FUND EQUIP UTIL			648.78				
							648.78			
						CHECK TOTAL	648.78			
304	CBS - REPORTING SERVI	0001		INV	10/30/2022	441800				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10005031 72030		POLICE PROF SERV			27.60				
							27.60			
						CHECK TOTAL	27.60			

City of Hastings, NE - Production



ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 221128 11/28/2022
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CASH ACCOUNT: 999		11010	CASH IN BANK - CITY							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
631	CENTRAL COMMUNITY COL		0001		INV	11/26/2022	001902551			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10006041 72035			AMBULANCETRAIN/CONF			57.00			
								57.00		
							CHECK TOTAL	57.00		
673	CHARTER COMMUNICATION		0001		INV	11/29/2022	0029496103022			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10009000 72949			OTHER-GOVTINTERNET			23.76			
								23.76		
673	CHARTER COMMUNICATION		0001		INV	12/01/2022	0039545110122			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10006040 72620			FIRE TELEPHONE			102.67			
								102.67		
673	CHARTER COMMUNICATION		0001		INV	12/01/2022	0006486110122			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10006040 72620			FIRE TELEPHONE			53.81			
								53.81		
							CHECK TOTAL	180.24		
124	CHRIS'S CAR WASH		0001		INV	11/23/2022	102922-022			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10003022 72780			PR-PARKS RM-VEH			11.22			
								11.22		
							CHECK TOTAL	11.22		
1827	CITY OF LA VISTA		0001		INV	11/20/2022	T179892			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10004000 73012			LIBRARY LIB COLL			30.00			
								30.00		
							CHECK TOTAL	30.00		
404	CIVICPLUS INC		0001		INV	11/30/2022	245854			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10001015 72030			CLERK PROF SERV			627.33			
								627.33		
							CHECK TOTAL	627.33		

City of Hastings, NE - Production



ACCOUNTS PAYABLE CHECK RUN REPORT

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CASH ACCOUNT: 999 11010		CASH IN BANK - CITY							
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
645 CONSOLIDATED CONCRETE	0001		INV	12/02/2022	282007				
ACCOUNT DETAIL					LINE AMOUNT				
1 280 73105		STREET	ASP/CEMENT		105.04				
						105.04			
645 CONSOLIDATED CONCRETE	0001		INV	11/27/2022	281898				
ACCOUNT DETAIL					LINE AMOUNT				
1 280 73105		STREET	ASP/CEMENT		100.00				
						100.00			
645 CONSOLIDATED CONCRETE	0001		INV	11/06/2022	281401				
ACCOUNT DETAIL					LINE AMOUNT				
1 10003021 73155		PR-CEM	SAND/GRAV		425.38				
						425.38			
645 CONSOLIDATED CONCRETE	0001		INV	12/08/2022	282154				
ACCOUNT DETAIL					LINE AMOUNT				
1 280 73105		STREET	ASP/CEMENT		1,470.01				
						1,470.01			
645 CONSOLIDATED CONCRETE	0001		INV	12/03/2022	282052				
ACCOUNT DETAIL					LINE AMOUNT				
1 280 73105		STREET	ASP/CEMENT		1,085.00				
						1,085.00			
					CHECK TOTAL	3,185.43			
314 CONSOLIDATED MANAGEME	0001		INV	12/02/2022	223920				
ACCOUNT DETAIL					LINE AMOUNT				
1 10005031 72035		POLICE	TRAIN/CONF		20.10				
						20.10			
					CHECK TOTAL	20.10			
630 COOPERATIVE PRODUCERS	0001		INV	11/02/2022	J73690				
ACCOUNT DETAIL					LINE AMOUNT				
1 280 72750		STREET	RM-HEAVY		61.46				
						61.46			
630 COOPERATIVE PRODUCERS	0001		INV	11/13/2022	J74060				
ACCOUNT DETAIL					LINE AMOUNT				
1 280 72750		STREET	RM-HEAVY		65.00				
						65.00			

City of Hastings, NE - Production



ACCOUNTS PAYABLE CHECK RUN REPORT

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CASH ACCOUNT: 999 11010		CASH IN BANK - CITY							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
630	COOPERATIVE PRODUCERS	0001		INV	12/09/2022	134869			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 610 73126		LANDFILL	FUEL/OIL		252.16			
							252.16		
						CHECK TOTAL	378.62		
647	CORNHUSKER PRESS	0001		INV	12/08/2022	P198630			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10001010 73001		CITY ADMIN	OFF SUPP		60.13			
	2 10001012 73001		ATTORNEY	OFF SUPP		60.13			
							120.26		
						CHECK TOTAL	120.26		
354	CTM GROUP INC	0001		INV	11/30/2022	OCT22PENJE31-4070			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 270 73123		MUSEUM	PENN PRESS		77.66			
							77.66		
						CHECK TOTAL	77.66		
207	CULLIGAN OF HASTINGS	0001		INV	12/01/2022	100011016102-1122			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 73720		FIRE	SUPP-BM		62.00			
							62.00		
207	CULLIGAN OF HASTINGS	0001		INV	12/01/2022	100011012152-1122			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 73720		FIRE	SUPP-BM		31.00			
							31.00		
						CHECK TOTAL	93.00		
666	D L T SOLUTIONS, LLC	0001		INV	12/08/2022	5122951A			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 720 73725		IT FUND	COMPT SOFT		6,769.86			
							6,769.86		
						CHECK TOTAL	6,769.86		
964	DELKEN PRESS	0001		INV	11/02/2022	100322			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10007052 72305		SW MGMT	ADVERTISE		175.00			

City of Hastings, NE - Production



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VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
964	DELKEN PRESS	0001		INV	11/27/2022	102822	175.00		
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10007052 72305		SW MGMT	ADVERTISE			175.00		
						CHECK TOTAL	175.00		
							350.00		
653	DELL MARKETING L.P.	0001		INV	05/30/2022	10580900973			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 720 74357		IT FUND	EQUIP UTIL			3,154.90		
							3,154.90		
653	DELL MARKETING L.P.	0001		INV	12/02/2022	10626596554			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 720 74357		IT FUND	EQUIP UTIL			2,040.76		
							2,040.76		
653	DELL MARKETING L.P.	0001		INV	12/08/2022	10627744315			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 720 74355		IT FUND	COMP EQ			91,053.16		
	2 720 74357		IT FUND	EQUIP UTIL			57,942.92		
							148,996.08		
						CHECK TOTAL	154,191.74		
1830	DOUGLAS COUNTY CHAPLA	0001		INV	11/20/2022	1008			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10005031 72035		POLICE	TRAIN/CONF			80.00		
							80.00		
						CHECK TOTAL	80.00		
648	DUTTON-LAINSON CO.	0001		INV	12/03/2022	868620-1			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003024 72720		PR-REC	RM-BLDG			101.53		
							101.53		
						CHECK TOTAL	101.53		
6	EAKES OFFICE SOLUTION	0001		INV	11/10/2022	8582187-0			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10005031 72030		POLICE	PROF SERV			30.45		
							30.45		

City of Hastings, NE - Production



ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 221128 11/28/2022

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CASH ACCOUNT: 999 11010				CASH IN BANK - CITY							
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
6	EAKES OFFICE SOLUTION			0001		INV	11/26/2022	INV404546			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	10005031	72030		POLICE	PROF SERV			64.04		
									64.04		
6	EAKES OFFICE SOLUTION			0001		INV	12/03/2022	8603895-0			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	10001010	73001		CITY ADMIN	OFF SUPP			165.96		
									165.96		
6	EAKES OFFICE SOLUTION			0001		INV	11/26/2022	8598798-0			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	10001015	72720		CLERK	RM-BLDG			304.40		
									304.40		
6	EAKES OFFICE SOLUTION			0001		INV	12/03/2022	8603509-0			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	10003021	73001		PR-CEM	OFF SUPP			69.05		
									69.05		
6	EAKES OFFICE SOLUTION			0001		INV	11/17/2022	8593021-0			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	10003020	73720		PR-AUD	SUPP-BM			313.00		
									313.00		
6	EAKES OFFICE SOLUTION			0001		INV	11/26/2022	8598800-0			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	10003020	73720		PR-AUD	SUPP-BM			120.60		
									120.60		
6	EAKES OFFICE SOLUTION			0001		INV	12/07/2022	8598163-0			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	10005031	72030		POLICE	PROF SERV			33.15		
									33.15		
6	EAKES OFFICE SOLUTION			0001		INV	11/26/2022	INV404464			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	610	72760		LANDFILL	RM-OFFICE			110.08		
									110.08		
6	EAKES OFFICE SOLUTION			0001		INV	12/03/2022	INV406977			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	610	72760		LANDFILL	RM-OFFICE			92.32		
									92.32		
	CHECK TOTAL								1,303.05		

City of Hastings, NE - Production



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CHECK RUN: 221128 11/28/2022

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CASH ACCOUNT: 999 11010		CASH IN BANK - CITY				INVOICE	AMOUNT	VOUCHER	CHECK
VENDOR		REMIT	PO	TYPE	DUE DATE				
140	ECHO SYSTEMS	0001		INV	12/01/2022	S009745281.001			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 72770		FIRE	RM-TOOLS		326.00			
							326.00		
						CHECK TOTAL	326.00		
244	EDUCATIONAL DEVELOPME	0001		INV	11/27/2022	DIR10489193			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 270 73122		MUSEUM	STORE MERC		1,387.73			
							1,387.73		
						CHECK TOTAL	1,387.73		
7	EILEEN'S COLOSSAL COO	0001		INV	12/01/2022	20471			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003024 73143		PR-REC	SUPP-SE		150.75			
							150.75		
7	EILEEN'S COLOSSAL COO	0001		INV	12/01/2022	20467			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 73120		FIRE	FOOD SUPP		151.25			
							151.25		
						CHECK TOTAL	302.00		
123	ELDON'S AUTOMOTIVE RE	0001		INV	11/25/2022	24251			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 72780		FIRE	RM-VEH		964.65			
							964.65		
123	ELDON'S AUTOMOTIVE RE	0001		INV	12/01/2022	24277			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 72780		FIRE	RM-VEH		495.14			
							495.14		
						CHECK TOTAL	1,459.79		
421	ENVISION IT	0001		INV	11/30/2022	36693			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 720 73725		IT FUND	COMPT SOFT		528.00			
	2 720 73727		IT FUND	SFTW UTIL		432.00			
							960.00		
						CHECK TOTAL	960.00		

City of Hastings, NE - Production



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CHECK RUN: 221128 11/28/2022
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CASH ACCOUNT: 999 11010		CASH IN BANK - CITY							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
1399	EUROFINS ENVIRONMENT	0001		INV	11/30/2022	3100114008			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 610 72030		LANDFILL	PROF SERV		2,212.50			
							2,212.50		
						CHECK TOTAL	2,212.50		
678	FASTENAL COMPANY	0001		INV	11/30/2022	NEHAS178602			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003022 72750		PR-PARKS	RM-HEAVY		23.40			
							23.40		
						CHECK TOTAL	23.40		
122	FILL-N-CHILL	0001		INV	11/30/2022	044497			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10002000 72780		DS	RM-VEH		6.00			
							6.00		
122	FILL-N-CHILL	0001		INV	11/30/2022	044662			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10002000 72780		DS	RM-VEH		12.00			
							12.00		
122	FILL-N-CHILL	0001		INV	12/04/2022	03475 103122			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10005031 72780		POLICE	RM-VEH		324.00			
							324.00		
						CHECK TOTAL	342.00		
567	FLATWATER TECHNOLOGIE	0001		INV	12/02/2022	7082			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 720 73725		IT FUND	COMPT SOFT		391.88			
	2 720 73727		IT FUND	SFTW UTIL		320.62			
							712.50		
						CHECK TOTAL	712.50		
174	FLEET PRIDE, INC.	0001		INV	11/13/2022	HAS015819			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 72780		FIRE	RM-VEH		214.53			
							214.53		

City of Hastings, NE - Production



ACCOUNTS PAYABLE CHECK RUN REPORT

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CHECK RUN: 221128 11/28/2022

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CASH ACCOUNT: 999 11010		CASH IN BANK - CITY			DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
VENDOR		REMIT	PO	TYPE					
						CHECK TOTAL	214.53		
646	FLOOD COMMUNICATIONS	0001		INV	12/01/2022	58681-1			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003024 72305		PR-REC	ADVERTISE			500.00		
						CHECK TOTAL	500.00		
52	GALE-CENGAGE LEARNING	0001		INV	11/04/2022	79415102			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10004000 73012		LIBRARY	LIB COLL			74.22		
							74.22		
52	GALE-CENGAGE LEARNING	0001		INV	11/04/2022	79415854			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10004000 73012		LIBRARY	LIB COLL			74.97		
							74.97		
52	GALE-CENGAGE LEARNING	0001		INV	11/04/2022	79415251			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10004000 73012		LIBRARY	LIB COLL			51.73		
							51.73		
52	GALE-CENGAGE LEARNING	0001		INV	11/09/2022	79444840			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10004000 73012		LIBRARY	LIB COLL			66.75		
						CHECK TOTAL	267.67		
89	GALL'S, LLC	0001		INV	11/23/2022	022477468			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006041 73165		AMBULANCEUNIFORM				37.09		
							37.09		
89	GALL'S, LLC	0001		INV	11/23/2022	022482043			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006041 73165		AMBULANCEUNIFORM				133.00		
							133.00		
89	GALL'S, LLC	0001		INV	11/24/2022	022493366			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006041 73165		AMBULANCEUNIFORM				98.71		
							98.71		

City of Hastings, NE - Production



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CHECK RUN: 221128 11/28/2022
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CASH ACCOUNT: 999 11010		CASH IN BANK - CITY							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
89	GALL'S, LLC	0001		INV	11/24/2022	022493367			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006041 73165		AMBULANCEUNIFORM			98.71			
							98.71		
89	GALL'S, LLC	0001		INV	11/25/2022	022501588			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006041 73165		AMBULANCEUNIFORM			68.45			
							68.45		
89	GALL'S, LLC	0001		INV	11/25/2022	022505807			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006041 73165		AMBULANCEUNIFORM			49.40			
							49.40		
89	GALL'S, LLC	0001		INV	11/25/2022	022505808			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006041 73165		AMBULANCEUNIFORM			115.74			
							115.74		
						CHECK TOTAL	601.10		
143	GARRETT TIRES AND TRE	0001		INV	12/10/2022	49711			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10002000 72780	DS	RM-VEH			1,067.40			
							1,067.40		
						CHECK TOTAL	1,067.40		
603	GRACE'S LOCKSMITH SER	0001		INV	11/16/2022	66111			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003024 72720	PR-REC	RM-BLDG			55.00			
							55.00		
						CHECK TOTAL	55.00		
409	GREATER NEBRASKA CITI	0001		INV	12/01/2022	HAS1122			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10009000 72021		OTHER-GOV LOBBY ACT			1,000.00			
							1,000.00		
						CHECK TOTAL	1,000.00		

City of Hastings, NE - Production



ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 221128 11/28/2022

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CASH ACCOUNT: 999 11010		CASH IN BANK - CITY							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
1826	HALL COUNTY SHERIFF'S	0001		INV	11/04/2022	4167 100522			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 265 45115		DIVERSION	DIV FEE			19.98		
							19.98		
1826	HALL COUNTY SHERIFF'S	0001		INV	11/04/2022	7264 100522			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 265 45115		DIVERSION	DIV FEE			25.95		
							25.95		
						CHECK TOTAL	45.93		
597	HASTINGS FORD LINCOLN	0001		INV	11/16/2022	48079			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003022 72780		PR-PARKS	RM-VEH			66.92		
							66.92		
						CHECK TOTAL	66.92		
585	HASTINGS PHYSICAL THE	0001		INV	11/30/2022	293365			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10005031 72030		POLICE	PROF SERV			73.00		
	2 10001012 72030		ATTORNEY	PROF SERV			73.00		
							146.00		
						CHECK TOTAL	146.00		
652	HASTINGS TRIBUNE	0001		INV	11/30/2022	228 10312022			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10001015 72305		CLERK	ADVERTISE			1,241.86		
							1,241.86		
652	HASTINGS TRIBUNE	0001		INV	11/30/2022	300135015			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10002000 72305		DS	ADVERTISE			31.92		
							31.92		
652	HASTINGS TRIBUNE	0001		INV	11/30/2022	300135016			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10002000 72305		DS	ADVERTISE			35.60		
							35.60		
652	HASTINGS TRIBUNE	0001		INV	11/30/2022	300135033			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10002000 72305		DS	ADVERTISE			7.20		

City of Hastings, NE - Production



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CASH ACCOUNT: 999 11010		CASH IN BANK - CITY							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
652	HASTINGS TRIBUNE	0001		INV	11/30/2022	300135093	7.20		
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10002000 72305	DS		ADVERTISE			7.46		
652	HASTINGS TRIBUNE	0001		INV	11/30/2022	300135094	7.46		
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10002000 72305	DS		ADVERTISE			17.28		
652	HASTINGS TRIBUNE	0001		INV	11/30/2022	300135095	17.28		
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10002000 72305	DS		ADVERTISE			16.49		
652	HASTINGS TRIBUNE	0001		INV	11/30/2022	300135096	16.49		
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10002000 72305	DS		ADVERTISE			18.06		
652	HASTINGS TRIBUNE	0001		INV	11/30/2022	300135099	18.06		
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10002000 72305	DS		ADVERTISE			29.85		
652	HASTINGS TRIBUNE	0001		INV	11/30/2022	300135100	29.85		
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10002000 72305	DS		ADVERTISE			29.06		
652	HASTINGS TRIBUNE	0001		INV	11/30/2022	300135149	29.06		
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10002000 72305	DS		ADVERTISE			229.50		
652	HASTINGS TRIBUNE	0001		INV	11/30/2022	300135108	229.50		
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10004000 72305	LIBRARY		ADVERTISE			4.71		
652	HASTINGS TRIBUNE	0001		INV	11/30/2022	300134873	4.71		
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003024 72305	PR-REC		ADVERTISE			88.00		
							88.00		

City of Hastings, NE - Production



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CASH ACCOUNT: 999 11010		CASH IN BANK - CITY				DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
VENDOR		REMIT	PO	TYPE						
652	HASTINGS TRIBUNE	0001		INV		11/30/2022	300135070			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10005031 72305		POLICE	ADVERTISE			109.50			
								109.50		
652	HASTINGS TRIBUNE	0001		INV		11/30/2022	300135236			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10005030 72030		911	PROF SERV			158.10			
								158.10		
652	HASTINGS TRIBUNE	0001		INV		11/30/2022	606 OCT22			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 270 72305		MUSEUM	ADVERTISE			1,000.45			
								1,000.45		
							CHECK TOTAL	3,025.04		
720	HASTINGS UTILITIES	0001		INV		11/19/2022	18711790-00 102022			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10001015 72610		CLERK	NAT GAS			46.82			
	2 10001015 72605		CLERK	ELECTRICIT			967.79			
	3 10001015 72625		CLERK	WATER			85.22			
	4 10001015 72615		CLERK	SEWER			31.25			
								1,131.08		
720	HASTINGS UTILITIES	0001		INV		10/28/2022	02070932-00 092822			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10001010 72605		CITY ADMIN	ELECTRICIT			75.16			
								75.16		

City of Hastings, NE - Production



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CHECK RUN: 221128 11/28/2022

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CASH ACCOUNT: 999 11010		CASH IN BANK - CITY							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
720	HASTINGS UTILITIES	0001		INV	11/30/2022	1052 103122			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003020 72610		PR-AUD	NAT GAS		311.01			
	2 10003020 72625		PR-AUD	WATER		250.52			
	3 10003020 72615		PR-AUD	SEWER		61.94			
	4 10003020 72605		PR-AUD	ELECTRICIT		1,136.71			
	5 10003021 72610		PR-CEM	NAT GAS		76.29			
	6 10003021 72625		PR-CEM	WATER		1,177.92			
	7 10003021 72615		PR-CEM	SEWER		54.13			
	8 10003021 72605		PR-CEM	ELECTRICIT		95.46			
	9 10003022 72610		PR-PARKS	NAT GAS		74.39			
	10 10003022 72625		PR-PARKS	WATER		17,471.65			
	11 10003022 72615		PR-PARKS	SEWER		963.70			
	12 10003022 72605		PR-PARKS	ELECTRICIT		3,506.41			
	13 10003023 72610		PR-WP	NAT GAS		38.71			
	14 10003023 72625		PR-WP	WATER		413.58			
	15 10003023 72615		PR-WP	SEWER		14.51			
	16 10003023 72605		PR-WP	ELECTRICIT		275.32			
	17 10003024 72610		PR-REC	NAT GAS		46.33			
	18 10003024 72625		PR-REC	WATER		167.36			
	19 10003024 72615		PR-REC	SEWER		22.88			
	20 10003024 72605		PR-REC	ELECTRICIT		413.41			
							26,572.23		
720	HASTINGS UTILITIES	0001		INV	11/19/2022	18690528-00 102022			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 211 72915		BID	OTHER		58.38			
							58.38		
720	HASTINGS UTILITIES	0001		INV	11/18/2022	18691700-00 101922			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 211 72915		BID	OTHER		50.46			
							50.46		
720	HASTINGS UTILITIES	0001		INV	11/19/2022	18690752-01 102022			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 211 72915		BID	OTHER		117.34			
							117.34		

City of Hastings, NE - Production



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CHECK RUN: 221128 11/28/2022

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CASH ACCOUNT: 999 11010		CASH IN BANK - CITY							
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
720 HASTINGS UTILITIES	0001		INV	11/18/2022	18721090-02 101922				
ACCOUNT DETAIL					LINE AMOUNT				
1 10004000 72610		LIBRARY	NAT GAS		472.12				
2 10004000 72605		LIBRARY	ELECTRICIT		1,968.21				
3 10004000 72625		LIBRARY	WATER		175.18				
4 10004000 72605		LIBRARY	ELECTRICIT		-123.78				
5 10004000 72605		LIBRARY	ELECTRICIT		158.20				
6 10004000 72615		LIBRARY	SEWER		56.36				
						2,706.29			
720 HASTINGS UTILITIES	0001		INV	11/18/2022	18720720-02 101922				
ACCOUNT DETAIL					LINE AMOUNT				
1 10004000 72605		LIBRARY	ELECTRICIT		24.47				
2 10004000 72625		LIBRARY	WATER		23.63				
3 10004000 72615		LIBRARY	SEWER		14.51				
						62.61			
720 HASTINGS UTILITIES	0001		INV	12/01/2022	02070930-00 093022				
ACCOUNT DETAIL					LINE AMOUNT				
1 270 72610		MUSEUM	NAT GAS		98.84				
2 270 72605		MUSEUM	ELECTRICIT		8,698.05				
3 270 72605		MUSEUM	ELECTRICIT		97.10				
4 270 72625		MUSEUM	WATER		171.98				
5 270 72625		MUSEUM	WATER		461.24				
6 270 72605		MUSEUM	ELECTRICIT		-457.60				
7 270 72605		MUSEUM	ELECTRICIT		646.36				
8 270 72615		MUSEUM	SEWER		50.78				
						9,766.75			
					CHECK TOTAL	40,540.30			
720 HASTINGS UTILITIES	0001		INV	11/30/2022	2-6680				
ACCOUNT DETAIL					LINE AMOUNT				
1 280 72771		STREET	RM-TRAF		4,084.49				
						4,084.49			
					CHECK TOTAL	4,084.49			
720 HASTINGS UTILITIES	0001		INV	12/08/2022	JULY				
ACCOUNT DETAIL					LINE AMOUNT				
1 280 73733		STREET	ENG SUPORT		69,240.45				
						69,240.45			

City of Hastings, NE - Production



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CASH ACCOUNT: 99911010				CASH IN BANK - CITY						
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
						CHECK TOTAL	69,240.45			
720	HASTINGS UTILITIES	0001		INV	12/08/2022	AUGUST				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 280 73733	STREET	ENG SUPORT			57,573.06				
							57,573.06			
						CHECK TOTAL	57,573.06			
720	HASTINGS UTILITIES	0001		INV	12/08/2022	SEPTEMBER				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 280 73733	STREET	ENG SUPORT			84,708.31				
							84,708.31			
						CHECK TOTAL	84,708.31			
720	HASTINGS UTILITIES-PE	0002		INV	11/30/2022	OCTOBER 2022				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 100 42205	GENERAL	PERMIT/FEE			15,873.70				
							15,873.70			
						CHECK TOTAL	15,873.70			
1703	HAUFF MID-AMERICA SPO	0001		INV	12/03/2022	115357				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10003023 73121	PR-WP	CONC-RES			290.09				
							290.09			
						CHECK TOTAL	290.09			
416	HEALTH MANAGEMENT SYS	0001		INV	12/01/2022	2022-6450				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10001011 72053	HR	EE PROG			463.45				
							463.45			
						CHECK TOTAL	463.45			
61	IDEAL ELECTRIC, INC.	0001		INV	11/18/2022	13185				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10003021 72915	PR-CEM	OTHER			205.79				
							205.79			

City of Hastings, NE - Production



ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 221128 11/28/2022
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CASH ACCOUNT: 999 11010				CASH IN BANK - CITY							
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
61	IDEAL ELECTRIC, INC.			0001		INV	11/30/2022	13208			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	610	72720		LANDFILL	RM-BLDG			363.96		
										363.96	
								CHECK TOTAL	569.75		
97	J.I.L. ASPHALT PAVING			0001		INV	12/01/2022	220631			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	280	73105		STREET	ASP/CEMENT			491.74		
										491.74	
97	J.I.L. ASPHALT PAVING			0001		INV	12/03/2022	220641			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	280	73105		STREET	ASP/CEMENT			406.57		
										406.57	
97	J.I.L. ASPHALT PAVING			0001		INV	11/23/2022	220609			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	280	73105		STREET	ASP/CEMENT			487.72		
										487.72	
97	J.I.L. ASPHALT PAVING			0001		INV	11/24/2022	220612			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	280	73105		STREET	ASP/CEMENT			1,184.36		
										1,184.36	
97	J.I.L. ASPHALT PAVING			0001		INV	11/25/2022	220613			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	280	73105		STREET	ASP/CEMENT			449.16		
										449.16	
97	J.I.L. ASPHALT PAVING			0001		INV	11/27/2022	220617			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	280	73105		STREET	ASP/CEMENT			476.48		
										476.48	
97	J.I.L. ASPHALT PAVING			0001		INV	11/30/2022	220621			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	280	73105		STREET	ASP/CEMENT			437.10		
										437.10	
								CHECK TOTAL	3,933.13		

City of Hastings, NE - Production



ACCOUNTS PAYABLE CHECK RUN REPORT

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CHECK RUN: 221128 11/28/2022
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CASH ACCOUNT: 999 11010		CASH IN BANK - CITY								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
182	JONES AUTOMOTIVE	0001		INV	11/12/2022	2-54713				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10005031 74380		POLICE	VEH		438.70				
							438.70			
						CHECK TOTAL	438.70			
296	KEEP NEBRASKA BEAUTIF	0001		INV	12/09/2022	2022-2023				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 610 72905		LANDFILL	DUE/SUBS		250.00				
							250.00			
						CHECK TOTAL	250.00			
684	KELLY SUPPLY COMPANY	0001		INV	11/30/2022	S15110678-0				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10003022 72750		PR-PARKS	RM-HEAVY		37.55				
							37.55			
684	KELLY SUPPLY COMPANY	0001		INV	11/19/2022	S15110589-0				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10003022 72750		PR-PARKS	RM-HEAVY		16.64				
							16.64			
						CHECK TOTAL	54.19			
224	KRAMER'S AUTO PARTS &	0001		INV	12/01/2022	221025				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 610 72030		LANDFILL	PROF SERV		210.10				
							210.10			
						CHECK TOTAL	210.10			
658	KULLY PIPE & STEEL CO	0001		INV	11/26/2022	780603				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10003022 72720		PR-PARKS	RM-BLDG		68.36				
							68.36			
658	KULLY PIPE & STEEL CO	0001		INV	12/02/2022	780846				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10003022 72720		PR-PARKS	RM-BLDG		13.25				
							13.25			
						CHECK TOTAL	81.61			

City of Hastings, NE - Production



ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 221128 11/28/2022
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CASH ACCOUNT: 999 11010		CASH IN BANK - CITY								
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
86 LAMAR COMPANIES	0001		INV	12/01/2022	114184589					
ACCOUNT DETAIL					LINE AMOUNT					
1 270 72305		MUSEUM	ADVERTISE		300.00					
					CHECK TOTAL	300.00				
						300.00				
1663 LEE ENTERPRISES, INC	0001		INV	11/29/2022	1114590-1					
ACCOUNT DETAIL					LINE AMOUNT					
1 10002000 72030		DS	PROF SERV		1,053.50					
					CHECK TOTAL	1,053.50				
						1,053.50				
1833 LIFE-ASSIST, INC	0001		INV	12/07/2022	1265549					
ACCOUNT DETAIL					LINE AMOUNT					
1 10006041 73135		AMBULANCEMED SUPP			103.63					
					CHECK TOTAL	103.63				
						103.63				
566 MACQUEEN EQUIPMENT, L	0001		INV	12/03/2022	P10065					
ACCOUNT DETAIL					LINE AMOUNT					
1 280 72750		STREET	RM-HEAVY		381.79					
						381.79				
566 MACQUEEN EQUIPMENT, L	0001		INV	12/04/2022	P10071					
ACCOUNT DETAIL					LINE AMOUNT					
1 280 72750		STREET	RM-HEAVY		316.01					
					CHECK TOTAL	316.01				
						697.80				
589 MALOUF JR AND ASSOCIA	0001		INV	12/07/2022	IN-36057					
ACCOUNT DETAIL					LINE AMOUNT					
1 10006040 73720		FIRE	SUPP-BM		368.74					
					CHECK TOTAL	368.74				
						368.74				
15 MATHESON TRIGAS-LINWE	0001		INV	11/30/2022	0026600401					
ACCOUNT DETAIL					LINE AMOUNT					
1 10006041 73135		AMBULANCEMED SUPP			164.58					
						164.58				

City of Hastings, NE - Production



ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 221128 11/28/2022
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CASH ACCOUNT: 999		11010	CASH IN BANK - CITY							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
15	MATHESON TRIGAS-LINWE		0001		INV	11/30/2022	0026601334			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10006041 73135			AMBULANCEMED SUPP			140.90			
								140.90		
							CHECK TOTAL	305.48		
601	MENARDS		0001		INV	11/30/2022	42028			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10003024 72720			PR-REC RM-BLDG			7.59			
	2 10003024 73143			PR-REC SUPP-SE			11.96			
								19.55		
601	MENARDS		0001		INV	12/01/2022	42103			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10003022 72720			PR-PARKS RM-BLDG			70.69			
								70.69		
601	MENARDS		0001		INV	12/04/2022	42261			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10002000 73001			DS OFF SUPP			58.92			
								58.92		
601	MENARDS		0001		INV	12/04/2022	42263			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10002000 73001			DS OFF SUPP			4.95			
								4.95		
601	MENARDS		0001		INV	11/30/2022	42024			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10003021 72915			PR-CEM OTHER			82.58			
								82.58		
601	MENARDS		0001		INV	12/02/2022	42135			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10003021 72915			PR-CEM OTHER			155.00			
								155.00		
601	MENARDS		0001		INV	12/09/2022	42461			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10003020 72720			PR-AUD RM-BLDG			357.00			
								357.00		
601	MENARDS		0001		INV	12/09/2022	42464			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10003020 72720			PR-AUD RM-BLDG			119.00			

City of Hastings, NE - Production



ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 221128 11/28/2022

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CASH ACCOUNT: 999 11010		CASH IN BANK - CITY							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
601	MENARDS	0001		INV	12/03/2022	42189	119.00		
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003022 72720		PR-PARKS	RM-BLDG			99.50		
							99.50		
601	MENARDS	0001		INV	12/08/2022	42446			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10005031 73136		POLICE	K-9 UNIT			23.26		
							23.26		
						CHECK TOTAL	990.45		
413	MERCHANTS BANK EQUIPM	0001		INV	09/23/2022	285117			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10001010 72915		CITY ADMIN	OTHER			2,581.68		
							2,581.68		
						CHECK TOTAL	2,581.68		
591	MICROFILM IMAGING SYS	0001		INV	12/01/2022	90473			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 72760		FIRE	RM-OFFICE			45.00		
							45.00		
						CHECK TOTAL	45.00		
218	MIDWEST TAPE	0001		INV	11/30/2022	502900506			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10004000 73012		LIBRARY	LIB COLL			2,364.57		
							2,364.57		
218	MIDWEST TAPE	0001		INV	12/07/2022	502932313			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10004000 73012		LIBRARY	LIB COLL			181.39		
	2 10004000 72914		LIBRARY	PROC FEE			30.05		
							211.44		
						CHECK TOTAL	2,576.01		
1558	MURPHY TRACTOR & EQUI	0001		INV	10/30/2022	1906579			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003021 74242		PR-CEM	DEPT CAP			79,500.00		
							79,500.00		

Detail Invoice List

CHECK RUN: 221128 11/28/2022
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CASH ACCOUNT: 999		11010		CASH IN BANK - CITY					
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
1558	MURPHY TRACTOR & EQUI	0001		INV	11/27/2022	1920160			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003021 72750		PR-CEM	RM-HEAVY		2,180.48	2,180.48		
1558	MURPHY TRACTOR & EQUI	0001		INV	11/27/2022	1920155			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003021 72750		PR-CEM	RM-HEAVY		199.69	199.69		
						CHECK TOTAL	81,880.17		
138	MUSEUM - FOUNDATION	0001		INV	12/01/2022	HMF OCT2022			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 270 44305		MUSEUM	SALES-MUS		49.90	49.90		
						CHECK TOTAL	49.90		
688	N A P A AUTO PARTS	0001		INV	11/26/2022	146395			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003021 72780		PR-CEM	RM-VEH		8.88	8.88		
688	N A P A AUTO PARTS	0001		INV	11/23/2022	145640			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003021 73126		PR-CEM	FUEL/OIL		67.92	67.92		
688	N A P A AUTO PARTS	0001		INV	11/23/2022	145641			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003021 73126		PR-CEM	FUEL/OIL		31.54	31.54		
688	N A P A AUTO PARTS	0001		INV	12/07/2022	148547			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 610 72750		LANDFILL	RM-HEAVY		146.55	202.70		
	2 610 72750		LANDFILL	RM-HEAVY		56.15			
688	N A P A AUTO PARTS	0001		INV	12/07/2022	148638			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 610 73772		LANDFILL	SUPP-SHOP		45.98	45.98		

City of Hastings, NE - Production



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CHECK RUN: 221128 11/28/2022
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CASH ACCOUNT: 999 11010		CASH IN BANK - CITY								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
688	N A P A AUTO PARTS	0001		INV	12/07/2022	148540				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 280 72750		STREET	RM-HEAVY		79.94				
							79.94			
688	N A P A AUTO PARTS	0001		INV	12/03/2022	147976				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 280 72750		STREET	RM-HEAVY		48.39				
							48.39			
688	N A P A AUTO PARTS	0001		INV	12/03/2022	147989				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 280 72750		STREET	RM-HEAVY		69.50				
							69.50			
688	N A P A AUTO PARTS	0001		INV	12/02/2022	147661				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 280 72750		STREET	RM-HEAVY		20.27				
							20.27			
688	N A P A AUTO PARTS	0001		INV	12/01/2022	147423				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 280 72750		STREET	RM-HEAVY		65.04				
							65.04			
688	N A P A AUTO PARTS	0001		INV	12/04/2022	148158				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10003022 72750		PR-PARKS	RM-HEAVY		19.77				
							19.77			
688	N A P A AUTO PARTS	0001		INV	11/24/2022	145824				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10003022 72780		PR-PARKS	RM-VEH		374.97				
							374.97			
688	N A P A AUTO PARTS	0001		INV	12/09/2022	149292				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 610 72750		LANDFILL	RM-HEAVY		27.87				
							27.87			
688	N A P A AUTO PARTS	0001		INV	11/30/2022	147183				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10006041 72780		AMBULANCERM-VEH			215.48				
							215.48			

City of Hastings, NE - Production



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CASH ACCOUNT: 999 11010		CASH IN BANK - CITY								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
688	N A P A AUTO PARTS	0001		CRM	12/01/2022	147435				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10006041 72780		AMBULANCER	VEH		-207.99				
							-207.99			
688	N A P A AUTO PARTS	0001		INV	12/07/2022	148602				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10006040 73772		FIRE	SUPP-SHOP		30.18				
							30.18			
						CHECK TOTAL	1,100.44			
37	NAT'L BAND AND TAG CO	0001		INV	12/09/2022	191520				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10005031 73850		POLICE	FIELD EQ		380.10				
							380.10			
						CHECK TOTAL	380.10			
59	NE LAW ENFORCEMENT TR	0001		INV	11/26/2022	11342				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10005031 72035		POLICE	TRAIN/CONF		72.00				
							72.00			
59	NE LAW ENFORCEMENT TR	0001		INV	11/30/2022	11378				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10005031 72035		POLICE	TRAIN/CONF		360.00				
							360.00			
59	NE LAW ENFORCEMENT TR	0001		INV	11/30/2022	11356				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10005031 72035		POLICE	TRAIN/CONF		72.00				
							72.00			
						CHECK TOTAL	504.00			
239	NE OFFICIAL SOFT DRIN	0001		INV	12/01/2022	KAD OCT2022				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 270 44305		MUSEUM	SALES-MUS		315.00				
							315.00			
						CHECK TOTAL	315.00			

City of Hastings, NE - Production



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CASH ACCOUNT: 999 11010				CASH IN BANK - CITY							
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
656	NEBRASKA MACHINERY CO			0001		INV	11/30/2022	CUI1150202			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	610	72750		LANDFILL	RM-HEAVY			289.78		
									289.78		
656	NEBRASKA MACHINERY CO			0001		INV	11/30/2022	CUI1150219			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	610	72750		LANDFILL	RM-HEAVY			48.48		
									48.48		
656	NEBRASKA MACHINERY CO			0001		INV	12/08/2022	CUI1153213			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	610	72750		LANDFILL	RM-HEAVY			128.75		
									128.75		
656	NEBRASKA MACHINERY CO			0001		INV	12/08/2022	CUI1153132			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	610	72750		LANDFILL	RM-HEAVY			435.01		
									435.01		
								CHECK TOTAL	902.02		
639	NORTH CENTRAL SAFETY			0001		INV	11/12/2022	24101322			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	10003022	73135		PR-PARKS	MED SUPP			532.53		
									532.53		
639	NORTH CENTRAL SAFETY			0001		INV	11/12/2022	25101322			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	280	73135		STREET	MED SUPP			62.42		
									62.42		
								CHECK TOTAL	594.95		
205	O'HARA LINDSAY & ASSO			0001		INV	12/01/2022	HAS1122			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	10009000	72021		OTHER-GOV/LOBBY ACT				1,000.00		
									1,000.00		
								CHECK TOTAL	1,000.00		
690	OLSSON			0001		INV	12/09/2022	438461			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	610	72030		LANDFILL	PROF SERV			4,020.00		
	2	610	72030		LANDFILL	PROF SERV			1,120.00		

City of Hastings, NE - Production



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CHECK RUN: 221128 11/28/2022

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CASH ACCOUNT: 999 11010		CASH IN BANK - CITY							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
						CHECK TOTAL	5,140.00		
							5,140.00		
1400	EDWARD L GOFF	0000		INV	11/20/2022	REIMBURSEMENT			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10005031 72035		POLICE	TRAIN/CONF			193.75		
							193.75		
						CHECK TOTAL	193.75		
1400	WILLIAM MOONEY	0000		INV	10/28/2022	REIMBURSEMENT			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10002000 72210		DS	MILEAGE			142.50		
							142.50		
						CHECK TOTAL	142.50		
1548	BENJAMIN E THIEL	0000		INV	12/09/2022	THIEL			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 100 44217		GENERAL	AMB FEE			500.00		
							500.00		
						CHECK TOTAL	500.00		
320	OVERDRIVE INC	0001		INV	11/30/2022	01419MA22395228			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10004000 73012		LIBRARY	LIB COLL			55.00		
							55.00		
320	OVERDRIVE INC	0001		INV	11/30/2022	01419MA22398095			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10004000 73012		LIBRARY	LIB COLL			110.99		
							110.99		
						CHECK TOTAL	165.99		
48	PARKS DEPT - PETTY CA	0001		INV	12/03/2022	230279			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003024 73143		PR-REC	SUPP-SE			30.00		
							30.00		
						CHECK TOTAL	30.00		

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CASH ACCOUNT: 999 11010		CASH IN BANK - CITY								
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
633 W.G. PAULEY LUMBER CO	0001		INV	11/06/2022	125991					
ACCOUNT DETAIL					LINE AMOUNT					
1 280 73105		STREET	ASP/CEMENT		13.00					
					CHECK TOTAL	13.00				
						13.00				
1522 PRAIRIE TITLE, INC.	0001		INV	11/06/2022	CCF_07316					
ACCOUNT DETAIL					LINE AMOUNT					
1 10001010 72915		CITY ADMIN	OTHER		250.00					
					CHECK TOTAL	250.00				
						250.00				
641 PRECISION SPRINKLERS,	0001		INV	11/22/2022	22645					
ACCOUNT DETAIL					LINE AMOUNT					
1 211 72721		BID	RM-GROUNDS		195.00					
					CHECK TOTAL	195.00				
						195.00				
24 PRESTO-X	0001		INV	06/10/2022	22843286					
ACCOUNT DETAIL					LINE AMOUNT					
1 10003023 72720		PR-WP	RM-BLDG		81.36					
						81.36				
24 PRESTO-X	0001		INV	08/20/2022	25271278					
ACCOUNT DETAIL					LINE AMOUNT					
1 10003023 72720		PR-WP	RM-BLDG		81.36					
					CHECK TOTAL	81.36				
						162.72				
1544 PRIMA DISTRIBUTION, I	0001		INV	11/23/2022	000137826					
ACCOUNT DETAIL					LINE AMOUNT					
1 270 73121		MUSEUM	CONC-RES		384.40					
					CHECK TOTAL	384.40				
						384.40				
115 PRINTING SYSTEMS, INC	0001		INV	08/05/2022	PC-224391					
ACCOUNT DETAIL					LINE AMOUNT					
1 10001013 73001		FINANCE	OFF SUPP		708.95					
						708.95				

City of Hastings, NE - Production



ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 221128 11/28/2022

DUE DATE: 11/28/2022

CASH ACCOUNT: 999 11010		CASH IN BANK - CITY							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
						CHECK TOTAL	708.95		
318	PROFORMA	0001		INV	11/27/2022	BG16005283A			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 73148	FIRE		FIRE PREV		619.57			
							619.57		
						CHECK TOTAL	619.57		
438	PSYCHOLOGICAL RESOURC	0001		INV	11/14/2022	2210048			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10005030 72030	911		PROF SERV		135.00			
							135.00		
						CHECK TOTAL	135.00		
209	QUALITY SOUND & COMMU	0001		INV	12/01/2022	94404			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003024 72720	PR-REC		RM-BLDG		147.00			
							147.00		
						CHECK TOTAL	147.00		
454	QUICK MED CLAIMS LLC	0001		INV	11/30/2022	INV24956			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006041 72042	AMBULANCEBILL SVC				5,763.12			
							5,763.12		
						CHECK TOTAL	5,763.12		
609	RAYNOR DOORS OF CENTR	0001		INV	11/23/2022	36703			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 72720	FIRE		RM-BLDG		1,350.00			
							1,350.00		
						CHECK TOTAL	1,350.00		
319	REAL D INC.	0001		INV	12/04/2022	INV173864			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 270 72815	MUSEUM		FILM ROY		53.00			
							53.00		
						CHECK TOTAL	53.00		

City of Hastings, NE - Production



ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 221128 11/28/2022

DUE DATE: 11/28/2022

CASH ACCOUNT: 999 11010		CASH IN BANK - CITY							
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
657 SAPP BROTHERS PETROLE	0001		INV	11/30/2022	IN3982456				
ACCOUNT DETAIL					LINE AMOUNT				
1 610 73126		LANDFILL	FUEL/OIL		1,624.30				
						1,624.30			
657 SAPP BROTHERS PETROLE	0001		INV	11/17/2022	IN3973157				
ACCOUNT DETAIL					LINE AMOUNT				
1 10003021 73126		PR-CEM	FUEL/OIL		1,390.50				
						1,390.50			
657 SAPP BROTHERS PETROLE	0001		INV	11/11/2022	IN3972812				
ACCOUNT DETAIL					LINE AMOUNT				
1 280 73126		STREET	FUEL/OIL		5,655.00				
						5,655.00			
657 SAPP BROTHERS PETROLE	0001		INV	12/02/2022	IN3984917				
ACCOUNT DETAIL					LINE AMOUNT				
1 10003022 73126		PR-PARKS	FUEL/OIL		1,435.00				
						1,435.00			
657 SAPP BROTHERS PETROLE	0001		INV	11/20/2022	IN3974518				
ACCOUNT DETAIL					LINE AMOUNT				
1 280 73126		STREET	FUEL/OIL		2,590.00				
						2,590.00			
657 SAPP BROTHERS PETROLE	0001		INV	12/08/2022	IN3988132				
ACCOUNT DETAIL					LINE AMOUNT				
1 610 73126		LANDFILL	FUEL/OIL		2,064.00				
						2,064.00			
CHECK TOTAL						14,758.80			
451 SCIENS CONSULTING	0001		INV	11/30/2022	220741				
ACCOUNT DETAIL					LINE AMOUNT				
1 10009000 74356		OTHER-GOVT	COMP SOFT		6,825.00				
						6,825.00			
CHECK TOTAL						6,825.00			
596 SHIRT SHACK HASTINGS	0001		INV	11/20/2022	h14758				
ACCOUNT DETAIL					LINE AMOUNT				
1 233 74121		PARK GRANT	INF IMP		32.00				
						32.00			
CHECK TOTAL						32.00			

City of Hastings, NE - Production



ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 221128 11/28/2022

DUE DATE: 11/28/2022

CASH ACCOUNT: 999 11010		CASH IN BANK - CITY								
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
1603 SOUTH CENTRAL DIESEL,	0001		INV	11/11/2022	107408					
ACCOUNT DETAIL					LINE AMOUNT					
1 280 72750		STREET	RM-HEAVY		2,284.05					
						2,284.05				
					CHECK TOTAL	2,284.05				
453 SOUTH CENTRAL ECONOMI	0001		INV	12/03/2022	1462					
ACCOUNT DETAIL					LINE AMOUNT					
1 220 72039		CD	ADMIN		3,825.00					
						3,825.00				
453 SOUTH CENTRAL ECONOMI	0001		INV	12/03/2022	1463					
ACCOUNT DETAIL					LINE AMOUNT					
1 220 74224		CD	GRANT TBA		1,350.00					
						1,350.00				
					CHECK TOTAL	5,175.00				
1477 STANARD & ASSOCIATES	0001		INV	11/30/2022	SA000052246					
ACCOUNT DETAIL					LINE AMOUNT					
1 10005030 72030		911	PROF SERV		382.00					
						382.00				
					CHECK TOTAL	382.00				
252 SWANK MOTION PICTURES	0001		INV	12/01/2022	DB 3278814					
ACCOUNT DETAIL					LINE AMOUNT					
1 10003024 73143		PR-REC	SUPP-SE		465.00					
						465.00				
					CHECK TOTAL	465.00				
150 THOMSON REUTERS - WES	0001		INV	12/01/2022	847255617					
ACCOUNT DETAIL					LINE AMOUNT					
1 10001012 72905		ATTORNEY	DUE/SUBS		540.37					
						540.37				
					CHECK TOTAL	540.37				
23 THREE POINTS TIRE	0001		INV	12/08/2022	28384					
ACCOUNT DETAIL					LINE AMOUNT					
1 610 72750		LANDFILL	RM-HEAVY		66.00					
						66.00				

City of Hastings, NE - Production



ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 221128 11/28/2022

DUE DATE: 11/28/2022

CASH ACCOUNT: 99911010				CASH IN BANK - CITY							
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
								CHECK TOTAL	66.00		
1620	KEN TJADEN			0001		INV	12/08/2022	073989			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	211	72721		BID	RM-GROUNDS			160.00		
									160.00		
								CHECK TOTAL	160.00		
334	TRANSUNION RISK & ALT			0001		INV	12/01/2022	569373-202210-1			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	10005031	72030		POLICE	PROF SERV			173.80		
									173.80		
								CHECK TOTAL	173.80		
1555	UNITED CONTRACTORS, I			0001		INV	12/08/2022	12316			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	280	73160		STREET	SIGNS			600.00		
									600.00		
								CHECK TOTAL	600.00		
294	US BANK			0001		INV	11/17/2022	AMAZON			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	280	73001		STREET	OFF SUPP			48.20		
									48.20		
294	US BANK			0001		CRM	10/07/2022	AMAZON			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	10004000	73012		LIBRARY	LIB COLL			-8.16		
									-8.16		
294	US BANK			0001		INV	11/25/2022	AMAZON			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	10002000	73001		DS	OFF SUPP			188.34		
									188.34		
294	US BANK			0001		INV	12/02/2022	SHARPER IMAGE			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	10001010	73001		CITY ADMIN	OFF SUPP			89.82		
									89.82		

City of Hastings, NE - Production



ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 221128 11/28/2022
DUE DATE: 11/28/2022

CASH ACCOUNT: 999 11010		CASH IN BANK - CITY				INVOICE	AMOUNT	VOUCHER	CHECK
VENDOR		REMIT	PO	TYPE	DUE DATE				
294	US BANK	0001		INV	11/30/2022	AMZN MKTP			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 720 74357		IT FUND	EQUIP UTIL		35.70			
							35.70		
294	US BANK	0001		INV	12/02/2022	GOOGLE GSUITE			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 720 73725		IT FUND	COMPT SOFT		27.72			
	2 720 73727		IT FUND	SFTW UTIL		22.68			
							50.40		
294	US BANK	0001		INV	12/02/2022	AMZN MKTP			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 720 74355		IT FUND	COMP EQ		169.99			
							169.99		
294	US BANK	0001		INV	12/03/2022	AMAZON WEB SERVICES			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 720 73725		IT FUND	COMPT SOFT		47.00			
	2 720 73727		IT FUND	SFTW UTIL		38.45			
							85.45		
294	US BANK	0001		INV	12/02/2022	BUILD A SIGN			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003024 72405		PR-REC	PRINTING		73.19			
							73.19		
294	US BANK	0001		INV	12/07/2022	EMEDCO			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 73160		STREET	SIGNS		427.93			
							427.93		
294	US BANK	0001		INV	12/04/2022	USPS			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10001013 73001		FINANCE	OFF SUPP		180.00			
							180.00		
294	US BANK	0001		INV	12/03/2022	AMAZON			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10004000 73012		LIBRARY	LIB COLL		11.99			
							11.99		
294	US BANK	0001		INV	12/02/2022	WHEN TO WORK INC			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10004000 72031		LIBRARY	LIB SOFTW		220.00			
							220.00		

City of Hastings, NE - Production



ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 221128 11/28/2022

DUE DATE: 11/28/2022

CASH ACCOUNT: 999 11010		CASH IN BANK - CITY				INVOICE	AMOUNT	VOUCHER	CHECK
VENDOR		REMIT	PO	TYPE	DUE DATE				
294	US BANK	0001		INV	12/01/2022	AMERICAN LIBRARY ASS			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10004000 72035		LIBRARY	TRAIN/CONF		284.40	284.40		
294	US BANK	0001		INV	11/28/2022	AMAZON			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10004000 73012		LIBRARY	LIB COLL		9.08	9.08		
294	US BANK	0001		INV	11/28/2022	AMAZON			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10004000 73012		LIBRARY	LIB COLL		12.67	12.67		
294	US BANK	0001		INV	11/28/2022	AMAZON			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10004000 73012		LIBRARY	LIB COLL		7.67	7.67		
294	US BANK	0001		INV	11/28/2022	AMAZON			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10004000 73012		LIBRARY	LIB COLL		10.97	10.97		
294	US BANK	0001		INV	11/30/2022	AMAZON			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10004000 73012		LIBRARY	LIB COLL		4.99	4.99		
294	US BANK	0001		INV	11/30/2022	AMAZON			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10004000 73012		LIBRARY	LIB COLL		6.45	6.45		
294	US BANK	0001		INV	11/28/2022	AMAZON			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10004000 73012		LIBRARY	LIB COLL		9.41	9.41		
294	US BANK	0001		INV	11/28/2022	AMAZON			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10004000 73012		LIBRARY	LIB COLL		7.99	7.99		

City of Hastings, NE - Production



ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 221128 11/28/2022
DUE DATE: 11/28/2022

CASH ACCOUNT: 999 11010		CASH IN BANK - CITY				INVOICE	AMOUNT	VOUCHER	CHECK
VENDOR		REMIT	PO	TYPE	DUE DATE				
294	US BANK	0001		INV	11/28/2022	AMAZON			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10004000 73012		LIBRARY	LIB COLL		7.99			
							7.99		
294	US BANK	0001		INV	11/26/2022	LINCOLN JOURNAL STAR			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10004000 73012		LIBRARY	LIB COLL		783.00			
							783.00		
294	US BANK	0001		INV	11/26/2022	AMAZON			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10004000 73005		LIBRARY	LIB MAKER		41.98			
							41.98		
294	US BANK	0001		INV	12/03/2022	AMAZON			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10004000 73012		LIBRARY	LIB COLL		12.69			
							12.69		
294	US BANK	0001		INV	12/03/2022	AMERICAN LIBRARY ASS			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10004000 72035		LIBRARY	TRAIN/CONF		79.00			
							79.00		
294	US BANK	0001		INV	12/02/2022	MID PLAINS COMM COLL			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10004000 73012		LIBRARY	LIB COLL		5.56			
							5.56		
294	US BANK	0001		INV	12/02/2022	LEGO			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 230 72054		LIB GRANT	LIB PROG		18.80			
							18.80		
294	US BANK	0001		INV	11/30/2022	AMAZON			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 230 72054		LIB GRANT	LIB PROG		115.57			
							115.57		
294	US BANK	0001		INV	11/30/2022	AMAZON			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10004000 73012		LIBRARY	LIB COLL		6.38			
							6.38		

City of Hastings, NE - Production



ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 221128 11/28/2022
DUE DATE: 11/28/2022

CASH ACCOUNT: 999 11010		CASH IN BANK - CITY							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
294	US BANK	0001		INV	11/30/2022	AMAZON			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 230 72054		LIB GRANT	LIB PROG		27.75			
							27.75		
294	US BANK	0001		INV	11/27/2022	AMAZON			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10004000 73012		LIBRARY	LIB COLL		15.29			
							15.29		
294	US BANK	0001		INV	11/27/2022	AMAZON			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10004000 73012		LIBRARY	LIB COLL		22.48			
							22.48		
294	US BANK	0001		INV	12/07/2022	DMI DELL BUS			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 720 74355		IT FUND	COMP EQ		293.16			
							293.16		
294	US BANK	0001		INV	12/08/2022	AMZN MKTP			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 720 74355		IT FUND	COMP EQ		65.44			
	2 720 74357		IT FUND	EQUIP UTIL		53.54			
							118.98		
294	US BANK	0001		INV	12/07/2022	AMAZON			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10001010 73001		CITY ADMIN	OFF SUPP		31.38			
							31.38		
294	US BANK	0001		INV	12/09/2022	REGAL AND AWARDS UNL			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10001014 72915		ELECTED	OTHER		321.64			
							321.64		
294	US BANK	0001		INV	12/10/2022	WEBSTaurant STORE			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 73170		STREET	WEARING		215.32			
							215.32		
294	US BANK	0001		INV	12/05/2022	AMAZON			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 230 72054		LIB GRANT	LIB PROG		4.69			
							4.69		

City of Hastings, NE - Production



ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 221128 11/28/2022
DUE DATE: 11/28/2022

CASH ACCOUNT: 999 11010		CASH IN BANK - CITY				DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
VENDOR		REMIT	PO	TYPE						
294	US BANK	0001		INV		12/08/2022	4IMPRINT			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 230 72735		LIB GRANT	GRANT EXP			298.60			298.60
294	US BANK	0001		INV		12/05/2022	AMAZON			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 230 72054		LIB GRANT	LIB PROG			68.55			68.55
294	US BANK	0001		INV		11/13/2022	FAMILY DOLLAR			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10006040 73148		FIRE	FIRE PREV			32.47			32.47
294	US BANK	0001		INV		12/01/2022	AEGIS-FIRE-DOOR			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10006040 72770		FIRE	RM-TOOLS			44.36			44.36
294	US BANK	0001		INV		12/07/2022	ALLTHINGSINSPECOTR.C			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10006040 72770		FIRE	RM-TOOLS			84.93			84.93
294	US BANK	0001		INV		11/21/2022	ASME			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10006040 72905		FIRE	DUE/SUBS			158.00			158.00
294	US BANK	0001		INV		12/05/2022	ROUTE 26 MART			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10006040 73126		FIRE	FUEL/OIL			29.09			29.09
294	US BANK	0001		INV		12/03/2022	CASEY'S GENERAL			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10006040 73126		FIRE	FUEL/OIL			40.33			40.33
							CHECK TOTAL	4,804.47		
160	VAN DIEST SUPPLY COMP	0001		INV		12/09/2022	4926			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10003022 73115		PR-PARKS	CHEMICAL			234.80			234.80

City of Hastings, NE - Production



ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 221128 11/28/2022
DUE DATE: 11/28/2022

CASH ACCOUNT: 999 11010		CASH IN BANK - CITY							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
						CHECK TOTAL	234.80		
179	WAL-MART COMMUNITY	0001		INV	11/28/2022	00590			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10005031 73720		POLICE	SUPP-BM			35.48		
									35.48
179	WAL-MART COMMUNITY	0001		INV	12/02/2022	08085			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 230 72054		LIB GRANT	LIB PROG			12.94		
									12.94
179	WAL-MART COMMUNITY	0001		INV	12/08/2022	09780			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003024 73143		PR-REC	SUPP-SE			0.52		
									0.52
179	WAL-MART COMMUNITY	0001		INV	12/08/2022	02837			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10005031 73120		POLICE	FOOD SUPP			9.88		
	2 10005031 72780		POLICE	RM-VEH			33.22		
	3 10005031 73850		POLICE	FIELD EQ			51.38		
	4 10005031 72740		POLICE	RM-COM EQ			8.88		
									103.36
179	WAL-MART COMMUNITY	0001		INV	12/10/2022	05741			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10005031 72740		POLICE	RM-COM EQ			11.88		
									11.88
179	WAL-MART COMMUNITY	0001		CRM	12/10/2022	01963			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10005031 72740		POLICE	RM-COM EQ			-8.88		
									-8.88
						CHECK TOTAL	155.30		
26	WERNER CONSTRUCTION C	0001		INV	12/10/2022	EST #4 CEMETERY			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10009000 74120		OTHER-GOV	BDLG IMP			39,436.07		
									39,436.07
						CHECK TOTAL	39,436.07		

City of Hastings, NE - Production



ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 221128 11/28/2022

DUE DATE: 11/28/2022

CASH ACCOUNT: 999 11010		CASH IN BANK - CITY									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
112	WILLIAMS EXTERMINATIN	0001		INV	12/02/2022	57177					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10003020 72720		PR-AUD	RM-BLDG			46.00				
112	WILLIAMS EXTERMINATIN	0001		INV	12/01/2022	57260					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 270 72720		MUSEUM	RM-BLDG			45.00				
							45.00				
						CHECK TOTAL	91.00				
726	WOODWARD'S DISPOSAL S	0001		INV	11/30/2022	9091-1124					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 211 72915		BID	OTHER			26.00				
							26.00				
						CHECK TOTAL	26.00				
295	ZOLL MEDICAL CORPORAT	0001		INV	12/08/2022	90069335					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10006041 73850		AMBULANCE	FIELD EQ			560.00				
							560.00				
						CHECK TOTAL	560.00				
324	INVOICES										
						WARRANT TOTAL	681,277.06				
						CASH ACCOUNT BALANCE	16,567,460.84				

City of Hastings, NE - Production



ACCOUNTS PAYABLE CHECK RUN REPORT

Check Run Summary

CHECK RUN: 221128 11/28/2022
DUE DATE: 11/28/2022

FUND	ORG	ACCOUNT	AMOUNT	AVLB BUDGET
100	100	GENERAL FUND 100-00-000-00-0000-00000-42205-	15,873.70	0.00
100	100	GENERAL FUND 100-00-000-00-0000-00000-44217-	500.00	0.00
100	10001010	ADMIN - CITY ADMINIST 100-10-010-10-0000-00000-72605-	75.16	128,765.78
100	10001010	ADMIN - CITY ADMINIST 100-10-010-10-0000-00000-72915-	4,307.40	128,765.78
100	10001010	ADMIN - CITY ADMINIST 100-10-010-10-0000-00000-73001-	347.29	128,765.78
100	10001011	ADMIN - HR 100-10-010-11-0000-00000-72053-	463.45	9,882.35
100	10001012	ADMIN - CITY ATTORNEY 100-10-010-12-0000-00000-72030-	73.00	-7,866.46
100	10001012	ADMIN - CITY ATTORNEY 100-10-010-12-0000-00000-72905-	540.37	-7,866.46
100	10001012	ADMIN - CITY ATTORNEY 100-10-010-12-0000-00000-73001-	60.13	-7,866.46
100	10001013	ADMIN - FINANCE 100-10-010-13-0000-00000-73001-	888.95	-1,833.73
100	10001014	ADMIN - MAYOR & COUNC 100-10-010-14-0000-00000-72915-	321.64	1,732.36
100	10001015	ADMIN - CLERK 100-10-010-15-0000-00000-72030-	627.33	-25,199.83
100	10001015	ADMIN - CLERK 100-10-010-15-0000-00000-72305-	1,241.86	-25,199.83
100	10001015	ADMIN - CLERK 100-10-010-15-0000-00000-72605-	967.79	-25,199.83
100	10001015	ADMIN - CLERK 100-10-010-15-0000-00000-72610-	46.82	-25,199.83
100	10001015	ADMIN - CLERK 100-10-010-15-0000-00000-72615-	31.25	-25,199.83
100	10001015	ADMIN - CLERK 100-10-010-15-0000-00000-72625-	85.22	-25,199.83
100	10001015	ADMIN - CLERK 100-10-010-15-0000-00000-72720-	304.40	-25,199.83
100	10002000	DEVELOPMENT SERVICES 100-10-020-00-0000-00000-72030-	1,053.50	202,398.50
100	10002000	DEVELOPMENT SERVICES 100-10-020-00-0000-00000-72043-	68.00	202,398.50
100	10002000	DEVELOPMENT SERVICES 100-10-020-00-0000-00000-72210-	142.50	202,398.50
100	10002000	DEVELOPMENT SERVICES 100-10-020-00-0000-00000-72305-	422.42	202,398.50
100	10002000	DEVELOPMENT SERVICES 100-10-020-00-0000-00000-72780-	1,085.40	202,398.50
100	10002000	DEVELOPMENT SERVICES 100-10-020-00-0000-00000-73001-	252.21	202,398.50
100	10003020	PARKS & REC - AUDITOR 100-40-030-20-0000-00000-72605-	1,136.71	20,899.04
100	10003020	PARKS & REC - AUDITOR 100-40-030-20-0000-00000-72610-	311.01	20,899.04
100	10003020	PARKS & REC - AUDITOR 100-40-030-20-0000-00000-72615-	61.94	20,899.04
100	10003020	PARKS & REC - AUDITOR 100-40-030-20-0000-00000-72625-	250.52	20,899.04
100	10003020	PARKS & REC - AUDITOR 100-40-030-20-0000-00000-72720-	522.00	20,899.04
100	10003020	PARKS & REC - AUDITOR 100-40-030-20-0000-00000-73720-	650.20	20,899.04
100	10003021	PARKS & REC - CEMETER 100-40-030-21-0000-00000-72605-	95.46	70,099.38
100	10003021	PARKS & REC - CEMETER 100-40-030-21-0000-00000-72610-	76.29	70,099.38
100	10003021	PARKS & REC - CEMETER 100-40-030-21-0000-00000-72615-	54.13	70,099.38
100	10003021	PARKS & REC - CEMETER 100-40-030-21-0000-00000-72625-	1,177.92	70,099.38
100	10003021	PARKS & REC - CEMETER 100-40-030-21-0000-00000-72750-	5,952.27	70,099.38
100	10003021	PARKS & REC - CEMETER 100-40-030-21-0000-00000-72780-	8.88	70,099.38
100	10003021	PARKS & REC - CEMETER 100-40-030-21-0000-00000-72915-	885.47	70,099.38
100	10003021	PARKS & REC - CEMETER 100-40-030-21-0000-00000-73001-	69.05	70,099.38
100	10003021	PARKS & REC - CEMETER 100-40-030-21-0000-00000-73126-	1,489.96	70,099.38
100	10003021	PARKS & REC - CEMETER 100-40-030-21-0000-00000-73155-	425.38	70,099.38

Report generated: 11/15/2022 11:05:02
User: Brittany Powell (bpowell)
Program ID: apwarnt

City of Hastings, NE - Production

ACCOUNTS PAYABLE CHECK RUN REPORT

100	10003021	PARKS & REC - CEMETER	100-40-030-21-0000-00000-74242-	DEPARTMENTAL CAPITAL	79,500.00	70,099.38
100	10003022	PARKS & REC - PARKS	100-40-030-22-0000-00000-72605-	ELECTRICITY	3,506.41	11,747.50
100	10003022	PARKS & REC - PARKS	100-40-030-22-0000-00000-72610-	NATURAL GAS	74.39	11,747.50
100	10003022	PARKS & REC - PARKS	100-40-030-22-0000-00000-72615-	SEWER	963.70	11,747.50
100	10003022	PARKS & REC - PARKS	100-40-030-22-0000-00000-72625-	WATER	17,471.65	11,747.50
100	10003022	PARKS & REC - PARKS	100-40-030-22-0000-00000-72720-	R & M BUILDINGS	1,731.94	11,747.50
100	10003022	PARKS & REC - PARKS	100-40-030-22-0000-00000-72750-	R & M HEAVY MACHINERY	105.70	11,747.50
100	10003022	PARKS & REC - PARKS	100-40-030-22-0000-00000-72780-	R & M VEHICLES	453.11	11,747.50
100	10003022	PARKS & REC - PARKS	100-40-030-22-0000-00000-73115-	CHEMICALS	234.80	11,747.50
100	10003022	PARKS & REC - PARKS	100-40-030-22-0000-00000-73126-	FUEL & OIL	1,435.00	11,747.50
100	10003022	PARKS & REC - PARKS	100-40-030-22-0000-00000-73135-	MEDICAL SUPPLIES	532.53	11,747.50
100	10003023	PARKS & REC - WATER P	100-40-030-23-0000-00000-72605-	ELECTRICITY	275.32	51,021.15
100	10003023	PARKS & REC - WATER P	100-40-030-23-0000-00000-72610-	NATURAL GAS	38.71	51,021.15
100	10003023	PARKS & REC - WATER P	100-40-030-23-0000-00000-72615-	SEWER	14.51	51,021.15
100	10003023	PARKS & REC - WATER P	100-40-030-23-0000-00000-72625-	WATER	413.58	51,021.15
100	10003023	PARKS & REC - WATER P	100-40-030-23-0000-00000-72720-	R & M BUILDINGS	4,252.72	51,021.15
100	10003023	PARKS & REC - WATER P	100-40-030-23-0000-00000-73121-	CONCESSIONS FOR RESAL	290.09	51,021.15
100	10003024	PARKS & REC - RECREAT	100-40-030-24-0000-00000-72305-	ADVERTISING	588.00	-36.05
100	10003024	PARKS & REC - RECREAT	100-40-030-24-0000-00000-72405-	PRINTING	73.19	-36.05
100	10003024	PARKS & REC - RECREAT	100-40-030-24-0000-00000-72605-	ELECTRICITY	413.41	-36.05
100	10003024	PARKS & REC - RECREAT	100-40-030-24-0000-00000-72610-	NATURAL GAS	46.33	-36.05
100	10003024	PARKS & REC - RECREAT	100-40-030-24-0000-00000-72615-	SEWER	22.88	-36.05
100	10003024	PARKS & REC - RECREAT	100-40-030-24-0000-00000-72625-	WATER	167.36	-36.05
100	10003024	PARKS & REC - RECREAT	100-40-030-24-0000-00000-72720-	R & M BUILDINGS	439.06	-36.05
100	10003024	PARKS & REC - RECREAT	100-40-030-24-0000-00000-73143-	SPEC. EVENT SUPPLIES	658.23	-36.05
100	10004000	LIBRARY	100-40-040-00-0000-00000-72031-	LIBRARY SOFTWARE	220.00	93,218.32
100	10004000	LIBRARY	100-40-040-00-0000-00000-72035-	TRAINING/CONFERENCES	363.40	93,218.32
100	10004000	LIBRARY	100-40-040-00-0000-00000-72305-	ADVERTISING	4.71	93,218.32
100	10004000	LIBRARY	100-40-040-00-0000-00000-72605-	ELECTRICITY	2,027.10	93,218.32
100	10004000	LIBRARY	100-40-040-00-0000-00000-72610-	NATURAL GAS	472.12	93,218.32
100	10004000	LIBRARY	100-40-040-00-0000-00000-72615-	SEWER	70.87	93,218.32
100	10004000	LIBRARY	100-40-040-00-0000-00000-72620-	TELEPHONE	191.97	93,218.32
100	10004000	LIBRARY	100-40-040-00-0000-00000-72625-	WATER	198.81	93,218.32
100	10004000	LIBRARY	100-40-040-00-0000-00000-72914-	PROCESSING FEES	216.92	93,218.32
100	10004000	LIBRARY	100-40-040-00-0000-00000-73001-	OFFICE SUPPLIES	64.48	93,218.32
100	10004000	LIBRARY	100-40-040-00-0000-00000-73005-	LIBRARY MAKER SPACE S	41.98	93,218.32
100	10004000	LIBRARY	100-40-040-00-0000-00000-73012-	LIBRARY COLLECTION	6,382.21	93,218.32
100	10005030	POLICE - 911 CENTER	100-20-050-30-0000-00000-72030-	PROFESSIONAL SERVICES	675.10	108,215.03
100	10005031	POLICE	100-20-050-31-0000-00000-72030-	PROFESSIONAL SERVICES	437.04	309,888.77
100	10005031	POLICE	100-20-050-31-0000-00000-72035-	TRAINING/CONFERENCES	797.85	309,888.77
100	10005031	POLICE	100-20-050-31-0000-00000-72305-	ADVERTISING	109.50	309,888.77
100	10005031	POLICE	100-20-050-31-0000-00000-72740-	R & M COMMUNICATION E	11.88	309,888.77
100	10005031	POLICE	100-20-050-31-0000-00000-72780-	R & M VEHICLES	357.22	309,888.77
100	10005031	POLICE	100-20-050-31-0000-00000-73120-	FOOD SUPPLIES	9.88	309,888.77
100	10005031	POLICE	100-20-050-31-0000-00000-73136-	K-9 UNIT	23.26	309,888.77

City of Hastings, NE - Production



ACCOUNTS PAYABLE CHECK RUN REPORT

100	10005031	POLICE	100-20-050-31-0000-00000-73720-
100	10005031	POLICE	100-20-050-31-0000-00000-73850-
100	10005031	POLICE	100-20-050-31-0000-00000-74380-
100	10006040	FIRE	100-20-060-40-0000-00000-72620-
100	10006040	FIRE	100-20-060-40-0000-00000-72720-
100	10006040	FIRE	100-20-060-40-0000-00000-72740-
100	10006040	FIRE	100-20-060-40-0000-00000-72760-
100	10006040	FIRE	100-20-060-40-0000-00000-72770-
100	10006040	FIRE	100-20-060-40-0000-00000-72780-
100	10006040	FIRE	100-20-060-40-0000-00000-72905-
100	10006040	FIRE	100-20-060-40-0000-00000-73120-
100	10006040	FIRE	100-20-060-40-0000-00000-73126-
100	10006040	FIRE	100-20-060-40-0000-00000-73148-
100	10006040	FIRE	100-20-060-40-0000-00000-73720-
100	10006040	FIRE	100-20-060-40-0000-00000-73772-
100	10006041	FIRE - AMBULANCE	100-20-060-41-0000-00000-72035-
100	10006041	FIRE - AMBULANCE	100-20-060-41-0000-00000-72042-
100	10006041	FIRE - AMBULANCE	100-20-060-41-0000-00000-72780-
100	10006041	FIRE - AMBULANCE	100-20-060-41-0000-00000-73135-
100	10006041	FIRE - AMBULANCE	100-20-060-41-0000-00000-73165-
100	10006041	FIRE - AMBULANCE	100-20-060-41-0000-00000-73850-
100	10007052	PW - STORM WATER MGMT	100-30-070-52-0000-00000-72305-
100	10009000	OTHER GOV'T ACCOUNTS	100-10-090-00-0000-00000-72021-
100	10009000	OTHER GOV'T ACCOUNTS	100-10-090-00-0000-00000-72930-
100	10009000	OTHER GOV'T ACCOUNTS	100-10-090-00-0000-00000-72949-
100	10009000	OTHER GOV'T ACCOUNTS	100-10-090-00-0000-00000-74120-
100	10009000	OTHER GOV'T ACCOUNTS	100-10-090-00-0000-00000-74356-

BUILDING MAINTENANCE	145.44	309,888.77
FIELD EQUIPMENT	431.48	309,888.77
VEHICLES	438.70	309,888.77
TELEPHONE	208.59	107,238.15
R & M BUILDINGS	1,350.00	107,238.15
R & M COMMUNICATION E	394.74	107,238.15
R & M OFFICE EQUIPMEN	45.00	107,238.15
R & M TOOLS & MISC. E	455.29	107,238.15
R & M VEHICLES	1,729.32	107,238.15
DUES & SUBSCRIPTIONS	158.00	107,238.15
FOOD SUPPLIES	151.25	107,238.15
FUEL & OIL	69.42	107,238.15
FIRE PREVENTION MATER	652.04	107,238.15
BUILDING MAINTENANCE	496.44	107,238.15
SHOP SUPPLIES	30.18	107,238.15
TRAINING/CONFERENCES	57.00	19,365.55
BILLING/COLLECTION SE	5,763.12	19,365.55
R & M VEHICLES	7.49	19,365.55
MEDICAL SUPPLIES	1,222.50	19,365.55
UNIFORM ALLOWANCE	601.10	19,365.55
FIELD EQUIPMENT	560.00	19,365.55
ADVERTISING	350.00	27,975.91
LOBBYIST ACTIVITIES	2,000.00	545,013.22
ADAMS CO. EMER. MGT.	11,491.32	545,013.22
INTERNET SERVICE/PHON	23.76	545,013.22
BUILDING IMPROVEMENTS	39,436.07	545,013.22
COMPUTER SOFTWARE	6,825.00	545,013.22

FUND TOTAL 244,419.15

CASH ACCOUNT 999 11010 BALANCE 16,567,460.84

211	211	BUSINESS IMPROVEMENT	211-50-000-00-0000-00000-72721-
211	211	BUSINESS IMPROVEMENT	211-50-000-00-0000-00000-72915-

R & M GROUNDS MAINTEN	355.00	4,479.14
OTHER	252.18	4,479.14

FUND TOTAL 607.18

CASH ACCOUNT 999 11010 BALANCE 16,567,460.84

220	220	COMMUNITY DEVELOPMENT	220-50-000-00-0000-00000-72039-
220	220	COMMUNITY DEVELOPMENT	220-50-000-00-0000-00000-74224-

ADMINISTRATION	3,825.00	4,390,983.26
GRANT TBA	1,350.00	4,390,983.26

FUND TOTAL 5,175.00

CASH ACCOUNT 999 11010 BALANCE 16,567,460.84

230	230	LIBRARY GRANT	230-40-000-00-0000-00000-72054-
230	230	LIBRARY GRANT	230-40-000-00-0000-00000-72735-

LIBRARY PROGRAMS	248.30	153,752.49
GRANT EXPENSES	298.60	153,752.49

City of Hastings, NE - Production



ACCOUNTS PAYABLE CHECK RUN REPORT

				FUND TOTAL	546.90	
CASH ACCOUNT 999 11010						
BALANCE 16,567,460.84						
233	233	PARKS GRANT	233-40-000-00-0000-00000-74121-	INFRASTRUCTURE IMPROV	32.00	25,010.29
				FUND TOTAL	32.00	
CASH ACCOUNT 999 11010						
BALANCE 16,567,460.84						
265	265	DIVERSION PROGRAM	265-30-000-00-0000-00000-45115-	DIVERSION PROGRAM FEE	265.88	0.00
				FUND TOTAL	265.88	
CASH ACCOUNT 999 11010						
BALANCE 16,567,460.84						
270	270	MUSEUM	270-40-000-00-0000-00000-44305-	MUSEUM STORE SALES	527.55	0.00
270	270	MUSEUM	270-40-000-00-0000-00000-72305-	ADVERTISING	1,300.45	76,956.32
270	270	MUSEUM	270-40-000-00-0000-00000-72605-	ELECTRICITY	8,983.91	76,956.32
270	270	MUSEUM	270-40-000-00-0000-00000-72610-	NATURAL GAS	98.84	76,956.32
270	270	MUSEUM	270-40-000-00-0000-00000-72615-	SEWER	50.78	76,956.32
270	270	MUSEUM	270-40-000-00-0000-00000-72625-	WATER	633.22	76,956.32
270	270	MUSEUM	270-40-000-00-0000-00000-72720-	R & M BUILDINGS	45.00	76,956.32
270	270	MUSEUM	270-40-000-00-0000-00000-72815-	FILM ROYALTY	53.00	76,956.32
270	270	MUSEUM	270-40-000-00-0000-00000-73121-	CONCESSIONS FOR RESAL	384.40	76,956.32
270	270	MUSEUM	270-40-000-00-0000-00000-73122-	STORE MERCHANDISE	1,387.73	76,956.32
270	270	MUSEUM	270-40-000-00-0000-00000-73123-	PENNY PRESSER	77.66	76,956.32
				FUND TOTAL	13,542.54	
CASH ACCOUNT 999 11010						
BALANCE 16,567,460.84						
280	280	STREET FUND	280-30-000-00-0000-00000-72750-	R & M HEAVY MACHINERY	3,606.12	1,216,371.97
280	280	STREET FUND	280-30-000-00-0000-00000-72771-	R & M TRAFFIC SIGNALS	4,084.49	1,216,371.97
280	280	STREET FUND	280-30-000-00-0000-00000-73001-	OFFICE SUPPLIES	48.20	1,216,371.97
280	280	STREET FUND	280-30-000-00-0000-00000-73105-	ASPHALT & CEMENT	6,706.18	1,216,371.97
280	280	STREET FUND	280-30-000-00-0000-00000-73126-	FUEL & OIL	8,245.00	1,216,371.97
280	280	STREET FUND	280-30-000-00-0000-00000-73135-	MEDICAL SUPPLIES	62.42	1,216,371.97
280	280	STREET FUND	280-30-000-00-0000-00000-73160-	SIGNS	3,493.21	1,216,371.97
280	280	STREET FUND	280-30-000-00-0000-00000-73170-	WEARING APPAREL	215.32	1,216,371.97
280	280	STREET FUND	280-30-000-00-0000-00000-73733-	ENGINEERING SUPPORT	211,521.82	1,216,371.97
280	280	STREET FUND	280-30-000-00-0000-00000-73772-	SHOP SUPPLIES	47.88	1,216,371.97
280	280	STREET FUND	280-30-000-00-0000-00000-73805-	HAND TOOLS	32.08	1,216,371.97
				FUND TOTAL	238,062.72	
CASH ACCOUNT 999 11010						
BALANCE 16,567,460.84						
285	285	STREET CONSTRUCTION	285-30-000-00-0000-00000-74229-	CAPITAL IMPROVEMENTS/	650.00	3,321,123.83

City of Hastings, NE - Production



ACCOUNTS PAYABLE CHECK RUN REPORT

				FUND TOTAL	650.00		
CASH ACCOUNT 999 11010		BALANCE 16,567,460.84					
610	610	LANDFILL FUND	610-60-000-00-0000-00000-72030-	PROFESSIONAL SERVICES	7,562.60	4,012,354.88	
610	610	LANDFILL FUND	610-60-000-00-0000-00000-72720-	R & M BUILDINGS	363.96	4,012,354.88	
610	610	LANDFILL FUND	610-60-000-00-0000-00000-72750-	R & M HEAVY MACHINERY	1,231.17	4,012,354.88	
610	610	LANDFILL FUND	610-60-000-00-0000-00000-72760-	R & M OFFICE EQUIPMEN	202.40	4,012,354.88	
610	610	LANDFILL FUND	610-60-000-00-0000-00000-72780-	R & M VEHICLES	24.98	4,012,354.88	
610	610	LANDFILL FUND	610-60-000-00-0000-00000-72905-	DUES & SUBSCRIPTIONS	250.00	4,012,354.88	
610	610	LANDFILL FUND	610-60-000-00-0000-00000-73126-	FUEL & OIL	3,940.46	4,012,354.88	
610	610	LANDFILL FUND	610-60-000-00-0000-00000-73170-	WEARING APPAREL	32.58	4,012,354.88	
610	610	LANDFILL FUND	610-60-000-00-0000-00000-73772-	SHOP SUPPLIES	45.98	4,012,354.88	
				FUND TOTAL	13,654.13		
CASH ACCOUNT 999 11010		BALANCE 16,567,460.84					
720	720	IT FUND	720-10-000-00-0000-00000-73725-	COMPUTER SFTW/SVCS-CI	7,921.21	2,155,995.26	
720	720	IT FUND	720-10-000-00-0000-00000-73727-	COMPUTER SFTW/SVCS-UT	942.00	2,155,995.26	
720	720	IT FUND	720-10-000-00-0000-00000-74355-	COMPUTER EQUIPMENT-CI	91,581.75	2,155,995.26	
720	720	IT FUND	720-10-000-00-0000-00000-74357-	COMPUTER EQUIPMENT-UT	63,876.60	2,155,995.26	
				FUND TOTAL	164,321.56		
CASH ACCOUNT 999 11010		BALANCE 16,567,460.84					
WARRANT SUMMARY TOTAL					681,277.06		
GRAND TOTAL					681,277.06		

Distribution Register by Check

From CK# 509984-510111 and ACH# 6052727-6052742

From Ck Date: 11/10/22-11/21-22

Check#	Vendor	Vendor Name	Invoice #	Invoice Description	ORG	OBJECT	Payment Amt
509984	581	CITY OF HASTINGS	093022 01-1	IN LIEU OF TAXES	52000408	40800	\$311,928.00
			093022 02-1	IN LIEU OF TAXES	51000408	90800	\$48,237.49
			093022 03-1	IN LIEU OF TAXES	53000408	90800	\$33,312.90
			093022 04-1	IN LIEU OF TAX	54000408	90800	\$30,274.61
			Total Vendor:				\$423,753.00
509985	950	CREDIT MANAGEMENT SERVICES INC	C14 CI22 563 111122	REMIT GARNISHMENT	56000241	24100	\$222.24
			Total Vendor:				\$222.24
509986	1047	CITY OF HASTINGS-HEALTH FUND	111122 HEALTH	EMPLOYEE FLEX PLAN DEDUCTIONS PP23	56000240	24010	\$2,062.29
			Total Vendor:				\$2,062.29
509987	1329	TEST AMERICA INC.	3100109057	WATER TESTING	53000403	59100	\$67.50
			3100110012	WATER TESTING	52062401	50600	\$182.50
			3100110484	WATER TESTING	53000404	59100	\$17.50
			3100110703	WATER TESTING	53000403	59100	\$135.00
			3100110886	WATER TESTING	53000403	59100	\$67.50
			3100111035	WATER TESTING	52061402	51200	\$17.50
			Total Vendor:				\$487.50
509988	1374	WESCO RECEIVABLES CORP	956621	WIRE	52000156	15610	(\$775.25)
					52000156	15610	\$11,075.00
					52000156	15614	\$775.25
			Total Vendor:				\$11,075.00
509989	634	HASTINGS ECONOMIC DEVELOPMENT CORP	093022 HEDC	HEDC MONTHLY PAYMENT - SEPT	56000405	92300	\$10,416.00
			Total Vendor:				\$10,416.00
509990	861	ADAMS COUNTY TREASURER	111422 ADAMS COUNTY	2022 FORD RANGER #39	53000101	31200	\$1,830.50
					53000405	92275	\$15.00
			Total Vendor:				\$1,845.50
509991	581	CITY OF HASTINGS	100122 IN LIEU	IN LIEU OF TAXES - OCT	51000408	90800	\$39,920.00
					52000408	40800	\$298,275.00
					53000408	90800	\$27,510.00
					54000408	90800	\$25,052.00
			Total Vendor:				\$390,757.00
509992	711	GRAHAM TIRE CO OF HASTINGS LLC	1818108153-1	NEW TIRES	56000405	92276	\$656.01
			1818108497-1	NEW TIRES	51000405	92276	\$458.72
			Total Vendor:				\$1,114.73
509993	634	HASTINGS ECONOMIC DEVELOPMENT CORP	103022 HEDC	HEDC UTILITY SERVICES MONTHLY PAYMENT - OCT	56000405	92300	\$14,620.00
			110122 HEDC	HEDC UTILITY SERVICES - MONTHLY PAYMENT NOV	56000405	92300	\$14,580.00
			Total Vendor:				\$29,200.00
509994	850	1ST CHOICE LAWN & PEST SOLUTIO	25981	PIGEON & PEST CONTROL	52062402	51100	\$247.93
					80700402	57050	\$52.75
			26229	PIGEON & PEST CONTROL	52062402	51100	\$247.93
					80700402	57050	\$52.75
			26508	PIGEON & PEST CONTROL	52062402	51100	\$247.93
					80700402	57050	\$52.75
			Total Vendor:				\$902.04
509995	715	ADAMS COUNTY REGISTER OF DEEDS	23 102822	LEINS & EASEMENTS	56100405	92300	\$16.00
			Total Vendor:				\$16.00
509996	716	AIRGAS USA, LLC	9129959025	X02NI99T15W0026	52062402	51280	\$1,283.09

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		9131467020	X06NI83CP580000	80700402	50600	\$328.76
		9131467021	MSA815395	52000416	41670	\$614.25
			Total Vendor:			\$2,226.10
509997	875 ANIXTER INC.	523320280	YELLOW PATCH CORD	56000405	92280	\$122.22
		523320281	YELLOW PATCH CORD	56000405	92280	\$335.09
			Total Vendor:			\$457.31
509998	705 ARAMARK UNIFORM SERVICES, INC.	6280105078	RUGS & LAUNDRY SERVICE - PCF	54068401	57010	\$25.14
		6280106171	RUGS & LAUNDRY SERVICE - NDS	56000405	92280	\$105.29
		6280106173	RUGS & LAUNDRY SERVICE - WADENHOUSE	56000405	90400	\$18.52
		6280106790	RUGS & LAUNDRY SERVICE - WEC	52062401	50600	\$82.80
		6280108442	RUGS & LAUNDRY SERVICE - PCF	54068401	57010	\$25.14
		6280109376	RUGS & LAUNDRY SERVICE - NDS	56000405	92280	\$105.29
		6280109377	RUGS & LAUNDRY SERVICE - WADENHOUSE	56000405	90400	\$18.52
		6280110255	RUGS & LAUNDRY SERVICE - WEC	52062401	50600	\$82.80
			Total Vendor:			\$463.50
509999	707 AUTO VALUE-HASTINGS	70NV087010	TRANSMISSION FIX, CYCLE SELF, PREMIUM OT	52062401	93927	\$146.75
				56000405	92275	\$36.83
			Total Vendor:			\$183.58
510000	1838 BADGER INDUSTRIES	106079	EXPANSION JOINT	52000100	54040	\$3,612.00
			Total Vendor:			\$3,612.00
510001	892 BAMFORD, INC.	21624	FIRE SPRINKLER REPAIR	56000405	90400	\$1,614.00
			Total Vendor:			\$1,614.00
510002	901 BENETECH, INC	118504	STRAINER ASSEMBLY	80900402	51260	\$1,347.16
		118518	PUMP, MOTOR INCLUDED	80900402	51260	\$4,598.95
			Total Vendor:			\$5,946.11
510003	903 BERT GURNEY & ASSOCIATES	7858	TORQUE INDICATOR	54068401	57020	\$6,604.94
			Total Vendor:			\$6,604.94
510004	709 BIG G ACE	706973/1	ADJ SPRKLR	53000404	57550	\$7.52
			Total Vendor:			\$7.52
510005	1108 BORDER STATES	925244747	URB SFTY-SW	56000100	54040	\$484.82
		925286903	ALLEN-BRADLY RELAY	52000100	54040	\$54.40
		925302620	SEERHLED2. SEELEDEXCU	56000100	54040	\$756.46
		925328025	HBL3 LENS	56000100	54040	\$58.19
			Total Vendor:			\$1,353.87
510006	615 BUSINESS WORLD PRODUCTS	666224	NAME PLATES	56000405	92100	\$28.90
			Total Vendor:			\$28.90
510007	920 C E I SECURITY & SOUND	WO-1823	EARTEC HEADSETS	51000404	58000	\$670.22
			Total Vendor:			\$670.22
510008	927 CATTRON NORTH AMERICA INC.	50IV22005941	BATTERY, CHARGER	80900402	51260	\$1,233.99
			Total Vendor:			\$1,233.99
510009	579 CENTRAL NE EQUIPMENT, LLC	2145255	POWER UNIT HOSE, CABLES AND SLIDER BLOCKS	56000405	92275	\$4,960.52
			Total Vendor:			\$4,960.52
510010	710 CHRISTENSON CLEANING & RESTOR	6776	SERVICE CALL	54000404	56750	\$1,041.89
		6779	SERVICE CALL	54000404	56750	\$1,781.59
		6780	SERVICE CALL	54000404	56750	\$1,991.76
		6782	SERVICE CALL	54000404	56750	\$5,812.51
		6785	SERVICE CALL	54000404	56750	\$1,921.12
			Total Vendor:			\$12,548.87
510011	934 CINTAS CORPORATION	4134861383	UNIFORM SERVICE	80700406	92700	\$217.51
		4136250860	UNIFORM SERVICE	80700406	92700	\$217.51

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510012	581 CITY OF HASTINGS	4136251411	UNIFORM SERVICE	52000405	92700	\$229.38		
				54000405	92700	\$78.20		
				56000405	92700	\$4.98		
		4136947929	UNIFORM SERVICE	80700406	92700	\$217.51		
				4136948277	UNIFORM SERVICE	52000405	92700	\$232.05
						54000405	92700	\$78.20
					56000405	92700	\$4.98	
				Total Vendor:				\$1,280.32
				10475	STREET OPENING	53000404	57550	\$748.75
		10476	STREET OPENING			53000404	57550	\$827.25
						Total Vendor:		
510013	581 CITY OF HASTINGS	102822 01	HR EXPENSE	51000405	92030	\$4.08		
				51000405	92030	\$27.59		
				52000405	92030	\$17.47		
				52000405	92030	\$118.30		
				53000405	92030	\$4.96		
				53000405	92030	\$33.62		
				54000405	92030	\$4.29		
				54000405	92030	\$29.05		
				102822 02	IT EXPENSE	51000405	91900	\$7.93
						51000405	91900	\$861.19
						52000405	91900	\$3.86
						52000405	91900	\$419.83
		52062401	91900			\$25.32		
		52062401	91900			\$2,750.91		
		53000405	91900			\$7.57		
		53000405	91900			\$822.04		
		54000405	91900			\$6.13		
		54000405	91900			\$665.46		
		56000405	91870			\$2.16		
		56000405	91870			\$234.87		
		103122 CITY	REIMBURSE FIN/HR/ITHEALTH INSURANCE	56000405	91900	\$24.50		
				56000405	91900	\$2,661.86		
				56100405	91900	\$12.61		
				56100405	91900	\$1,370.07		
				51000405	91900	\$792.32		
				51000405	92030	\$585.56		
				51000405	92800	\$1,525.11		
				52000405	91900	\$386.26		
				52062401	91900	\$2,530.93		
				52000405	92030	\$2,510.41		
				52000405	92800	\$6,538.50		
				53000405	91900	\$756.31		
		53000405	92030	\$713.47				
		53000405	92800	\$1,858.26				
		54000405	91900	\$612.25				
		54000405	92030	\$616.54				
		54000405	92800	\$1,605.81				
		56000405	91870	\$216.09				
		56000405	91900	\$2,448.99				
		56000405	92600	\$458.46				
		56100405	91900	\$1,260.51				
		2210PPE 102822 FINANCE WAGES & BENEFITS				51000405	92800	\$4,269.46

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			52000405	92800	\$18,304.12
			53000405	92800	\$5,202.09
			54000405	92800	\$4,495.35
	2210PPE 102822 HUMAN RESOURCES WAGES & BENEFITS	02	51000405	92030	\$2,319.24
			52000405	92030	\$9,943.11
			53000405	92030	\$2,825.86
			54000405	92030	\$2,441.95
	2210PPE 102822 PUBLIC INFORMATION WAGES & BENEFITS	02	56000405	92000	\$2,240.34
			56000405	92600	\$178.75
	2210PPE 102822 IT WAGES & BENEFITS	04	51000405	91900	\$3,554.10
			52000405	91900	\$1,732.63
			52062401	91900	\$11,352.94
			53000405	91900	\$3,392.55
			54000405	91900	\$2,746.35
			56000405	91870	\$969.30
			56000405	91900	\$10,985.41
			56100405	91900	\$5,654.26
	2210PPE 102822 PPGA WAGES	05	80800405	91820	\$12,838.45
			Total Vendor:		\$140,977.71
510014	581 CITY OF HASTINGS	110122 IN LIEU 2022 IN LIEU OF TAX - NOV	51000408	90800	\$39,920.00
			52000408	40800	\$298,275.00
			53000408	90800	\$27,510.00
			54000408	90800	\$25,052.00
			Total Vendor:		\$390,757.00
510015	1047 CITY OF HASTINGS-HEALTH FUND	103122 01 HEALTH	56000241	24140	\$899.32
		103122 02 DISCOVERY BENEFITS ACCOUNT	56000405	92600	\$83.60
		103122 03 EMPLOYEE VISION INSURANCE	56000240	24020	\$2,038.28
		103122 04 DISCOVERY BENEFITS COBRA	51000405	92600	\$13.60
		HEALTH ADMIN	52000405	92600	\$20.40
			52062401	92600	\$55.25
			53000405	92600	\$9.35
			54000405	92600	\$8.50
			56000405	92600	\$25.50
			56100405	92600	\$14.45
		103122 05 MUTUAL OF OMAHA LIFE & DISABILITY	51000405	92600	\$561.43
			52000405	92600	\$909.56
			52062401	92600	\$2,643.73
			53000405	92600	\$440.97
			54000405	92600	\$323.33
			56000240	24030	\$2,647.61
			56000405	92600	\$1,063.46
			56100405	92600	\$754.87
		103122 06 HEALTH & DENTAL INSURANCE CLAIMS FUND	56000241	24140	\$372,792.50
			Total Vendor:		\$385,305.71
510016	645 CONSOLIDATED CONCRETE CO.	281827 CONCRETE	53000404	57000	\$911.64
		281908 ROAD GRAVEL	80800402	51400	\$307.23
		281965 ROAD GRAVEL	53000404	57000	\$302.71
		281980 CONCRETE	53000404	57000	\$1,078.80
		282023 CONCRETE	53000404	57000	\$515.88
		282132 CONCRETE	53000404	57000	\$1,376.40
		282225 CONCRETE	53000404	57000	\$1,155.00
			Total Vendor:		\$5,647.66

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510017	945 COOLING TOWER DEPOT	35351	3-CELL COOLING TOWER	52062402	51300	\$2,500.00
			Total Vendor:			\$2,500.00
510018	630 COOPERATIVE PRODUCERS	T71964	TIRES/SERVICE	80900402	51260	\$2,329.50
			Total Vendor:			\$2,329.50
510019	1495 D & A TRENCHING INC	C0413	DIRECTIONAL BORE 6" DIAMETER	52000100	54040	\$2,816.00
			Total Vendor:			\$2,816.00
510020	964 DELKEN PRESS	110422 DELKEN	BUSINESS CARD	80700406	93020	\$52.43
			Total Vendor:			\$52.43
510021	966 DEWINE MECHANICAL INC	2022570	CODE REPAIR OF MUD DRUM VALVES	52061402	51200	\$8,720.40
			Total Vendor:			\$8,720.40
510022	648 DUTTON-LAINSON CO.	864713-3	PVC CONDUIT ELBOWS	52000156	15610	\$1,815.24
		865193-2	PVC COUPLING	52000156	15610	\$102.83
		867511-1	CONNECTOR CODE, STRAP,	56000100	54040	\$413.73
		868069-1	ELASTIC BUSHING, FIBERGLASS PVC COUPLINGS	52000100	54040	\$151.30
		868621-1	METER VALVE, MPT ADAPTER, PEX	53000404	57550	\$460.90
		868724-1	BLUE PIPE EMT CONDUIT	56000100	54040	\$832.41
		868760-1	LESS ROD MIPLS	53000404	57550	\$292.09
		868807-1	TERMINAL ADAPTER, BUSHING	56000100	54040	\$7.61
		868953-1	CONDUIT, COUPLINGS	52000100	54040	\$1,785.80
		869236-1	CONDUIT, HANGER, FEMALE	56000100	54040	\$93.36
		S24932-2	ADAPTER COUPLING ITRON MOBILE RADIO WITH USB CHARGER	56000405	90200	\$4,483.30
		S28128-3	AMI METERS	56000100	54040	\$2,054.40
		S28143-5	AMI METERS	56000100	54040	\$96.30
		S28153-3	AMI METERS	56000100	54040	\$2,510.22
			Total Vendor:			\$15,099.49
510023	978 EAKES OFFICE EQUIPMENT	8607057-0	CARTRIDGE	56000405	90300	\$209.70
			Total Vendor:			\$209.70
510024	979 ECHO ELECTRIC SUPPLY	S009773153.003	CONDUIT, PVC ELBOW, COUPLING	52000100	54040	\$1,283.85
			Total Vendor:			\$1,283.85
510025	1399 EUROFINS ENVIRONMENT TESTING NORTH CENTRAL, LLC	3100114243	WATER TESTING	53000403	59100	\$67.50
			Total Vendor:			\$67.50
510026	677 FARRIS CONSTRUCTION CO.	22-511	EAST ADMIN HVAC SYSTEM	56000405	92280	\$11,784.00
			Total Vendor:			\$11,784.00
510027	661 FURROW PLUMBING LLC	1601	CURB STOP, CURB BOX, FLARE ADAPT. W/PIPE	53000404	57500	\$409.29
			Total Vendor:			\$409.29
510028	1008 G D S ASSOCIATES, INC	0212105	NERC TRANSMISSION PLANNER SUPPORT	52000405	92300	\$2,623.75
			Total Vendor:			\$2,623.75
510029	1009 GE POWER SERVICES	91255514	VALVE DISC	52062402	51240	\$6,765.00
		91255515	SPRING ROD	52062402	51240	\$194.56
		91255879	PRESSURE SPRING JAM NUT/SET	52062402	51240	\$1,120.00
		91256168	DISCHARGE VALVE	52062402	51240	\$1,712.00
		91256169	FREIGHT	52062402	51240	\$30.00
			Total Vendor:			\$9,821.56
510030	1019 GENEVA IMPLEMENT COMPANY	IG53233	AIR FILTER	80900402	50600	\$181.51
			Total Vendor:			\$181.51
510031	603 GRACE'S LOCKSMITH SERVICE	66191	KEYS	56000405	92280	\$10.70
			Total Vendor:			\$10.70
510032	711 GRAHAM TIRE CO OF HASTINGS LLC	1818117296	TIRE	56000405	92275	\$133.75
		1818117588	TIRES/SERVICE	52062401	93927	\$1,333.85
			Total Vendor:			\$1,467.60

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510033	681 GRAINGER	9504376238	PRESSURE REGULATOR	54068401	57010	\$1,729.32
		9511959174	GENERAL HAND TOOL KIT	56000405	92700	\$257.66
		9512446494	CARGO HANDBOOK	56000405	92700	\$12.81
			Total Vendor:			\$1,999.79
510034	1031 GRAYBAR ELECTRIC CO.	9329417538	LIMITRON FUSE	56000156	15610	\$3,182.40
			Total Vendor:			\$3,182.40
510035	1044 HACH COMPANY	13336135	NITRATAX SENSOR	53000403	57003	\$3,058.00
			Total Vendor:			\$3,058.00
510036	612 HARRIS COMPUTER SYSTEMS	MN00138444	CAYENTA FINANCIAL ANNUAL RENEWAL	56000405	92100	\$29,174.42
			Total Vendor:			\$29,174.42
510037	635 HASTINGS AREA CHAMBER OF COMM.	717963	RETIAL DEVLOPMENT FUNDS	56000405	92300	\$30,000.00
			Total Vendor:			\$30,000.00
510038	585 HASTINGS PHYSICAL THERAPY	293365 HU	NEW EMPLOYEE DRUG & PHYSICAL	53000405	93000	\$73.00
			Total Vendor:			\$73.00
510039	652 HASTINGS TRIBUNE	300135050	EMPLOYMENT AD	54000405	93000	\$219.45
		300135071	EMPLOYMENT AD	56000405	93000	\$183.75
		300135113	EMPLOYMENT AD	53000405	93000	\$210.90
		300135116	ADVERTISING	56000405	92100	\$6.68
		300135202	EMPLOYMENT AD	80700406	93020	\$180.90
		300135237	EMPLOYMENT AD	53000405	93000	\$235.20
		Total Vendor:			\$1,036.88	
510040	571 HOLLING PLUMBING LLC	16349	REPLACED SEWER LINE FROM CURB TO CITY MAIN	54000100	54040	\$6,500.00
			Total Vendor:			\$6,500.00
510041	655 HOMETOWN LEASING	22798157	COPIER LEASE	56000405	92100	\$227.35
		4440000	Total Vendor:			\$227.35
510042	655 HOMETOWN LEASING	22794652	COPIER LEASE	56000405	92100	\$1,576.11
		4440000				
		22794653	COPIER LEASE	80700402	50600	\$732.17
		4440000				
		22794654	COPIER LEASE	54000405	92100	\$231.00
		4440000				
		22794855	COPIER LEASE	56000405	92100	\$49.26
22794873	COPIER LEASE	56000405	92100	\$24.07		
		4440000	Total Vendor:			\$2,612.61
510043	1060 HOST COFFEE	4125201	MEETING SUPPLIES	56000405	92100	\$91.63
			Total Vendor:			\$91.63
510044	1411 BROOK WITMER	15591660-07	CUSTOMER REFUND	56000184	18410	\$24.04
			Total Vendor:			\$24.04
510045	1411 DIANA E GALICIA	04140645-28	CUSTOMER REFUND	56000184	18410	\$19.95
			Total Vendor:			\$19.95
510046	1411 GRACE SCARLETT	06230234-17	CUSTOMER REFUND	56000184	18410	\$115.66
			Total Vendor:			\$115.66
510047	1411 JIMMY ANDERSON	23850444-01	CUSTOMER REFUND	56000184	18410	\$205.10
			Total Vendor:			\$205.10
510048	1411 JOHNNY GOMEZ	18711480-01	CUSTOMER REFUND	56000184	18410	\$521.63
			Total Vendor:			\$521.63
510049	1411 JOHNSON IMPERIAL HOMES	110922	CASH RENT 2017-2022 N. BALTIMORE PROPERTY	53000403	57010	\$4,208.88
		JOHNSON	Total Vendor:			\$4,208.88
510050	1411 LATOSHA MULLEN	15581800-20	CUSTOMER REFUND	56000184	18410	\$119.05
			Total Vendor:			\$119.05
510051	1411 LIONEL JOHNSON	07270665-00	CUST INCENT - HEAT PUMP	52000405	58995	\$800.00
			Total Vendor:			\$800.00
510052	1411 MARIAN HEEREN	14553245-01	CUSTOMER REFUND	56000184	18410	\$76.94
			Total Vendor:			\$76.94

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510053	1411 REVERSE MORTGAGE SOLUTIONS	16612640-01	CUSTOMER REFUND	56000184	18410	\$140.07
			Total Vendor:			\$140.07
510054	1411 SCHNEIDER PLUMBING	110822 SCHNEIDER	WATER TAP REFUND	53000415	91500	\$2,135.59
			Total Vendor:			\$2,135.59
510055	1411 STATE OF NEBRASKA HEALTH AND HUMAN SERVICES	112822 STATE OF NE	CUSTOMER REFUND	56000184	18410	\$623.56
			Total Vendor:			\$623.56
510056	1411 STEVE FOX	05201610-00	RAIN SENSOR REIMBURSEMENT	53000404	58995	\$75.00
			Total Vendor:			\$75.00
510057	1411 SUSAN MENKE	10380725-00	RAIN SENSOR REIMBURSEMENT	53000404	58995	\$75.00
			Total Vendor:			\$75.00
510058	1411 TROLLERS ENTERPRISES, LLC	12451129	CUSTOMER INCENTIVE - HEAT PUMP	52000405	58995	\$800.00
			Total Vendor:			\$800.00
510059	1411 TYLER LEE	10400604-38	CUSTOMER REFUND	56000184	18410	\$67.38
			Total Vendor:			\$67.38
510060	1066 HUTCHESON ENGINEERING	76907	GRUNDFOS KIT	52062402	51200	\$2,919.29
			Total Vendor:			\$2,919.29
510061	1068 HYTORC WIND LLC	9104989	REPAIR & CALIBRATE HYTROC TOOLS	52062401	50640	\$2,890.17
			Total Vendor:			\$2,890.17
510062	1078 INTERSTATE CHEMICAL CO. INC.	5195698	CAUSTIC SODA 50% MEMBRANE	52062401	50200	\$7,603.32
			Total Vendor:			\$7,603.32
510063	624 K&G PLUMBING AND HEATING, INC.	22-1002	INSTALL NEW WATER SERVICE	53000404	57500	\$5,060.48
		22-1003	INSTALL NEW WATER SERVICE	53000404	57500	\$3,550.00
			Total Vendor:			\$8,610.48
510064	586 K-T HEATING & AIR CONDITIONING	13750	SERVICE CALL	51000404	56750	\$135.00
			Total Vendor:			\$135.00
510065	684 KELLY SUPPLY COMPANY	S15110807-0	BALL VALVE, SS NIPPLE, SS 90 ELL	54068401	58001	\$24.38
			Total Vendor:			\$24.38
510066	1099 KENESAW MOTOR COMPANY	831739	4X4 4 DOOR CREW CAB, LIGHT DUTY PICKUP WATER DEPT	56000425	90008	\$34,840.00
		831739-1	2008 FORD TRADE IN VALUE, DEBATE	56000425	90005	(\$7,690.00)
				56000425	90005	(\$1,000.00)
			Total Vendor:			\$26,150.00
510067	1106 KOONS GAS MEASUREMENT	53479	SERVICE CALL	51000100	54040	\$7,742.33
			Total Vendor:			\$7,742.33
510068	669 LANDMARK IMPLEMENT, INC	11366168	MOWER BLADE	54068401	57028	\$56.90
			Total Vendor:			\$56.90
510069	1835 TAYLOR LAVEAU	110522 LAVEAU	WORKBOOT REIMBURSEMENT	53000405	92700	\$67.41
			Total Vendor:			\$67.41
510070	1116 LINCOLN WINWATER CO.	085824 02	MJ TEE	56000156	15610	\$3,296.60
			Total Vendor:			\$3,296.60
510071	1125 M S C INDUSTRIAL SUPPLY CO INC	53593826	PORTABLE ELECTRIC HEATER	52000100	54040	\$2,788.18
			Total Vendor:			\$2,788.18
510072	589 MALOUF JR AND ASSOCIATES	IN-35950	LIME B GONE DESCALER	80900402	51260	\$812.21
			Total Vendor:			\$812.21
510073	15 MATHESON TRIGAS-LINWELD	0026670801	HYDROGEN	80700402	50500	\$1,770.52
		0026686213	NITROGEN	52062402	51280	\$766.07
		0026689781	OXGYEN, ARGON, ACETYLENE	80700402	50600	\$79.57
		0026694217	HYDROGEN	80700402	50500	\$1,161.48

Distribution Register by Check

		52080326	OCTOBER CYLINDER RENTAL	51000404	56070	\$14.93
				51000404	56202	\$14.93
				51000404	57000	\$4.98
				51000404	58000	\$53.61
				52061401	50200	\$38.52
				52061401	50500	\$12.04
				52062401	50500	\$36.11
				52062402	51280	\$58.58
				52061402	51400	\$26.48
				52000100	54040	\$7.22
				52064401	56710	\$2.41
				53000404	58000	\$2.41
				54068401	58000	\$26.48
				80700402	50200	\$4.98
				80700402	50500	\$4.82
				80700402	50600	\$106.02
				80700402	51200	\$4.98
				80700402	51300	\$2.41
			Total Vendor:			\$4,199.55
510074	1132 MDM PEST & TERMITE CONTROL LLC	27911	SPIDERS TREATMENT	56000405	92280	\$90.95
			Total Vendor:			\$90.95
510075	1140 METERING & TECH SOLUTIONS	INV903	ROUND LOW LEAD BARE METER W/ TEST PLUG	53000100	54040	\$2,892.52
			Total Vendor:			\$2,892.52
510076	591 MICROFILM IMAGING SYSTEMS, INC	90640	SCANNER RENTAL	56100405	92100	\$48.15
			Total Vendor:			\$48.15
510077	642 MID-NEBRASKA LUBRICANTS	F79452	E10 UNLEADED	56000151	15110	\$4,698.44
			Total Vendor:			\$4,698.44
510078	1155 MOBOTREX	261955	2-PHASE SOPM W/ 2 SHELVES	52000418	41820	\$8,250.00
			Total Vendor:			\$8,250.00
510079	1159 MOUNTAIN STATES PIPE & SUPPLY	INV24329	ROADWAY BOX W/ GAS LID	56000156	15610	\$209.96
			Total Vendor:			\$209.96
510080	640 MUNICIPAL SUPPLY, INC. OF NE	0853128-IN	PJ COUP COP	53000404	57550	\$67.84
			Total Vendor:			\$67.84
510081	688 N A P A AUTO PARTS	141655	PNTL HITCH	52000405	93927	\$175.46
		142709	CORE CREDIT	56000405	92275	(\$38.52)
		146533	BATTERY	56000405	92275	\$178.11
		146539	HYDRAULIC SPIN-ON, FLOW AIR	56000405	92275	\$220.47
		146821	ATP FILTER, FILTER KIT, FRAME	52062401	93927	\$308.53
		147178	BALL JOINT	52062401	93927	\$138.70
		147221	BAR FRAME BUSHIN	52062401	93927	\$19.42
		147932	SENSOR TRANSDUCER, EVAP	52062401	93927	\$190.69
		149021	PRY BARS	56000405	92275	\$191.06
		149024	T6 5W40	56000405	92275	\$28.86
		149560	DISC BRAKE PAD, SP WREN	52000405	93927	\$189.54
		149584	SCTOSEAL, U-JOINT KIT	52000405	93927	\$124.48
		149702	SCOTSEAL	52000405	93927	\$50.33
		150093	OIL BATH HUB SEAL, SCOTSEAL	52000405	93927	\$289.12
		150364	PANEL AIR ELEMENT, NAPA GOLD	53000405	92275	\$41.36
			Total Vendor:			\$2,107.61
510082	662 NDEE - FISCAL SERVICES	101222 NDEE	GRADE 3 CLASS	53000405	92200	\$380.00

Distribution Register by Check

		36872	WATER WELL MONITORING TECH	53000405	93000	\$150.00
			REPAIR			
			Total Vendor:			\$530.00
510083	1180 NEBR. PUBLIC HEALTH ENV. LAB	558022	WATER TESTING	53000403	59100	\$19.00
			Total Vendor:			\$19.00
510084	1181 NEBRASKA PUBLIC POWER DISTRICT	9000047116	GLOVE TESTING	52064401	56710	\$183.72
			Total Vendor:			\$183.72
510085	1205 OMAHA VALVE & FITTING CO.	100152	MICRON ELEMENT KIT	80700402	51300	\$102.41
			Total Vendor:			\$102.41
510086	1224 PHILIP CARKOSKI CONSTRUCTION	2022-1730	CONCRETE PAD FOR HVAC EQUIP 3505 YOST	56000100	54040	\$28,993.00
			Total Vendor:			\$28,993.00
510087	1227 PIPING RESOURCES, INC.	0667091-IN	BALL VALVE	52063402	55400	\$1,327.38
			Total Vendor:			\$1,327.38
510088	1836 PROCESS EQUIPMENT INC	PIV111722	FABRIC EXPANSION JOINT BELT	52062402	51200	\$6,089.95
			Total Vendor:			\$6,089.95
510089	667 QUADIENT LEASING USA, INC.	N9654494	MAIL MACHINE LEASE	56000405	91655	\$2,792.70
			Total Vendor:			\$2,792.70
510090	1245 RAILROAD MGMT. CO. III, LLC	4659813	POWERLINE ENCROACHMENT	52065402	59300	\$1,057.84
			Total Vendor:			\$1,057.84
510091	1252 RELCO LOCOMOTIVES, INC.	455800762	LOCOMOTIVE MAINTENANCE	80900402	50150	\$3,161.43
			Total Vendor:			\$3,161.43
510092	1253 RESCO	872113-00	THHN ORANGE	52000156	15610	\$470.88
			Total Vendor:			\$470.88
510093	1256 ROAD BUILDERS MACHINERY&SUPPLY	S15887	REPAIR FLOAT & LEAK ON LIFT CYLINDER	80900402	51460	\$1,759.72
		S15904	REPAIR FLOAT & LEAK ON LIFT CYLINDER	80900402	51460	\$2,765.98
		S15982	WORK ON DOZER FAN SPEED ISSUE	80900402	51460	\$679.00
			Total Vendor:			\$5,204.70
510094	1267 RUXTON, RANDY	110522 RUXTON	WORKBOOT REIMBURSEMENT	52000405	92700	\$34.24
			Total Vendor:			\$34.24
510095	625 S O S PORTABLE TOILETS, INC.	49255	PORTABLE TOILET RENTAL	51000404	58000	\$233.26
			Total Vendor:			\$233.26
510096	657 SAPP BROTHERS PETROLEUM, INC.	IN3982347	WINDSHEILD WASH	53000404	57550	\$201.96
			Total Vendor:			\$201.96
510097	1837 JAMES M SCHUYLER	102922 SCHUYLER	WORKBOOT REIMBURSEMENT	52000405	92700	\$82.26
			Total Vendor:			\$82.26
510098	1286 SERVI-TECH, INC.	H-984923	WATER TESTING	54068401	58001	\$162.81
		H-985358	WATER TESTING	54068401	58001	\$162.81
		H-985695	WATER TESTING	54068401	58001	\$180.48
		H-985703	WATER TESTING	53000100	54040	\$115.20
		H-985715	WATER TESTING	53000404	59100	\$115.20
		H-985716	WATER TESTING	53000403	59100	\$273.60
		H-985720	WATER TESTING	53000100	54040	\$33.60
		H-985722	WATER TESTING	54068401	58001	\$180.48
		H-985726	WATER TESTING	53000100	54040	\$24.00
		H-985749	WATER TESTING	53000404	56050	\$6.30
		H-985750	WATER TESTING	53000404	56050	\$6.30
		H-985754	WATER TESTING	54068401	58001	\$180.48
		H-985768	WATER TESTING	53000100	54040	\$57.60
		H-985781	WATER TESTING	53000403	59100	\$192.96
		H-985792	WATER TESTING	53000100	54040	\$115.20

Distribution Register by Check

		H-985797	WATER TESTING	54068401	58001	\$180.48
		H-985820	WATER TESTING	54068401	58001	\$180.48
			Total Vendor:			\$2,167.98
510099	596 SHIRT SHACK HASTINGS	H14824	SAFETY AWARDS	56000405	92700	\$4,127.98
			Total Vendor:			\$4,127.98
510100	1291 SICK, INC	6000569947	MAINTENANCE KIT, THERMO ELEMENT	52062402	51280	\$1,922.26
			Total Vendor:			\$1,922.26
510101	1298 SNAP-ON INDUSTRIAL	ARS/16077459	AIR HAMMER REPAIR	80700402	50600	\$144.45
			Total Vendor:			\$144.45
510102	1299 SOUCIE FARMS	111622 02	TRANSPORT BIOSOLIDS	54068401	56002	\$2,945.00
		111622 SOUCIE	TRANSPORT BIOSOLIDS	54068401	56002	\$3,040.00
			Total Vendor:			\$5,985.00
510103	1312 STRUSS, JAMES	111522 STRUSS	MEAL REIMBURSEMENT	54067404	57000	\$7.25
			Total Vendor:			\$7.25
510104	620 THOMSEN OIL CO	308353	DIESEL FUEL/DYED FUEL	80900402	50150	\$1,514.55
		308361	DIESEL FUEL/DYED FUEL	80900402	50150	\$2,895.21
		308376	DIESEL FUEL/DYED FUEL	80900402	50150	\$3,762.23
			Total Vendor:			\$8,171.99
510105	701 TITAN MACHINERY - LINCOLN	6167664 PC	FREIGHT	80700402	50600	\$16.13
			Total Vendor:			\$16.13
510106	17 TK ELEVATOR CORPORATION	1000456698	ELEVATOR MAINTENANCE	56000405	92280	\$257.06
		1000456780	ELEVATOR MAINTENANCE	52062402	51100	\$225.65
		1000457112	ELEVATOR MAINTENANCE	52061402	51100	\$272.68
			Total Vendor:			\$755.39
510107	1537 TURBINEPROS LLC	17530	NDS MAINTENANCE OF ELECTRIC PLANT	52000100	54040	\$6,021.27
				52000100	54040	\$0.00
		17531	NDS MAINTENANCE OF ELECTRIC PLANT	52000100	54040	\$4,614.96
				52000100	54040	\$0.00
		17532	NDS MAINTENANCE OF ELECTRIC PLANT	52000100	54040	\$5,326.57
				52000100	54040	\$4,495.43
		17533	NDS MAINTENANCE OF ELECTRIC PLANT	52000100	54040	\$24,812.63
		17567	NDS MAINTENANCE OF ELECTRIC PLANT	52000100	54040	\$3,934.48
				52000100	54040	\$3,934.48
		17568	NDS MAINTENANCE OF ELECTRIC PLANT	52000100	54040	\$15,013.93
		17569	NDS MAINTENANCE OF ELECTRIC PLANT	52000100	54040	\$15,013.93
		17620	NDS MAINTENANCE OF ELECTRIC PLANT	52000100	54040	\$25,984.45
				52000100	54040	\$31,827.68
			Total Vendor:			\$140,979.81
510108	1365 W P C I	0058657-IN	RANDOM POOL MGMT	56000405	92700	\$1,000.00
			Total Vendor:			\$1,000.00
510109	1755 WAL-MART VISION CENTER	110322 WALMART	PRESCRIPTION SAFETY GLASSES	80700406	92700	\$590.20
			Total Vendor:			\$590.20
510110	696 YANT EQUIPMENT CO., INC.	C036545	NANO CONSOLE W/ PRINTER	54068401	57024	\$7,455.99
		CO1012267	RUBY PALM PAPER	54068401	57024	\$12.00
			Total Vendor:			\$7,467.99
510111	1839 NATHAN YOUNG	110922 Y OUNG	WORKBOOT REIMBURSEMENT	53000405	92700	\$96.30
		111522 YOUNG	MEAL REIMBURSEMENT	54067404	57000	\$7.25
			Total Vendor:			\$103.55
6052727	919 C C C-HASTINGS RENEWABLE ENERG	70	POWER PURCHASED	52000232	23220	\$41,708.71
			Total Vendor:			\$41,708.71
6052728	929 CENTRAL PLAINS ENERGY PROJECT	102218A885	GAS PURCHASES	56000232	23210	\$108,066.00

Distribution Register by Check

						Total Vendor:	\$108,066.00
6052729	929 CENTRAL PLAINS ENERGY PROJECT	102214A697	GAS PURCHASES	56000232	23210		\$84,358.75
						Total Vendor:	\$84,358.75
6052730	1033 GREAT WEST LIFE	111122 01 GREAT WEST	DEFERRED COMP	56000241	24170		\$4,268.76
						Total Vendor:	\$4,268.76
6052731	1033 GREAT WEST LIFE	111122 02 GREAT WEST	ROTH 457	56000241	24170		\$16,195.09
						Total Vendor:	\$16,195.09
6052732	1033 GREAT WEST LIFE	111122 03 GREAT WEST	PENSION DEPOSIT	56000241	24150		\$102,494.32
						Total Vendor:	\$102,494.32
6052733	1813 MISSIONSQUARE RET CLIENTS	111422 MISSIONSQUAR	EMPLOYEE DEFERRED COMP	56000241	24170		\$150.00
						Total Vendor:	\$150.00
6052734	723 NE DEPT OF REVENUE	103122 NE DEPT OF RE	NEBR. SALES AND USE TAX	52000242	24210		\$5,773.20
				56000242	24210		\$189,663.68
						Total Vendor:	\$195,436.88
6052735	1174 NEBRASKA CHILD SUPPORT	111122 CHILD SUPPORT	EMPLOYEE CHILD SUPPORT	56000241	24100		\$2,358.50
						Total Vendor:	\$2,358.50
6052736	1212 OPTUM BANK	111122 OPTIMUM	HEALTH SAVINGS ACCOUNT	56000240	24031		\$8,533.10
						Total Vendor:	\$8,533.10
6052737	1218 PEABODY ENERGY	90945454	COAL	52000232	23224		\$763.59
						Total Vendor:	\$763.59
6052738	1302 SOUTHWEST POWER POOL	TRN-20221031- LAST	TRANSMISSION FEES	52000232	23220		\$49,085.12
						Total Vendor:	\$49,085.12
6052739	1340 TRAILBLAZER PIPELINE COMPANY	TPC1020222600 78	GAS PIPELINE TRANSPORTATION	56000232	23210		\$29,282.29
						Total Vendor:	\$29,282.29
6052740	1351 UNITED PARCEL SERVICE	00006838E9452	DELIVERY SERVICE	53000404	59100		\$102.27
				54068401	57020		\$11.31
				56000405	90400		\$19.50
				80700402	50600		\$14.54
				80800402	51300		\$167.16
						Total Vendor:	\$314.78
6052741	1351 UNITED PARCEL SERVICE	00006838E9462	DELIVERY SERVICE	52062402	51300		\$42.48
				53000404	56050		\$316.14
				53000404	59100		\$62.09
				56000405	90400		\$19.50
				80700402	50600		\$14.19
						Total Vendor:	\$454.40
6052742	629 UNITED STATES TREASURY	11122 US TREASURY	FIT & FICA WITHOLDING	56000241	24110		\$70,552.23
				56000241	24130		\$93,954.57
						Total Vendor:	\$164,506.80
							3,104,211.43
							\$3,104,211.43

FUND	PAYMENT AMOUNT
Total Combined:	\$1,759,178.56
Total Electric:	\$1,345,032.87
Total:	\$3,104,211.43

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: 06/10/2023-10/28/2023 Event Name: Highland Park Farmers Market
Contact Person: Alan Kruger Phone: 4025193932
Address: 4010 East Meadow Lark Lane, Hastings Ne, 68901
Email: akrugerne@gmail.com Daytime Phone: 402-519-3932
Name of Organization Hosting Event: Highland Park Farmers Market
Type of Organization: Corporation ☒ LLC ☐ Other If Other, provide name: _____
Type of Event: Outdoor Farmers Market
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:
Farmers Market

Event Location: 14th Street and Hastings Ave,

- 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: 07:00 am Start Time Needed to Set Up & Access Area (if applies): _____

Event End Time: 01:00 pm Ending Time Needed to Clean up Area (if applies): _____

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

Alan J. Kruger
Key: a3d8850ca005a2188d508880d20561

07/26/2022

Authorized Signature for Host Organization

Date

Official Office Use Only

Authorized Signature – City of Hastings

Date of Council Approval



EVENT GUIDE & AGREEMENT

For any Event Organized & Advertised that uses City Property or Right-of-Way
Streets, Trails & Parking Lots

The City of Hastings recognizes the tremendous benefits that events bring to a community, so we thank you for choosing Hastings as the site for your event. In order to help organizers requesting to use City of Hastings facilities run a safe and successful event, the following information and application is provided.

Section A: Event Approval Steps

Section B: Event Application

Section C: Insurance Requirements

Section A: Event Approval Steps

Please use the checklist below and contact city staff at (402)461-2312 with any questions.

Step 1: Review Insurance Requirements in Section C. Any event requiring use of City property or Public Right-of-Way is subject to the event insurance requirement. Contact City of Hastings at 402-461-2312 for specific information.

Step 2: Complete the Event Application and submit to Hastings City Clerk. Submitting form online is preferred, but you may also submit via email, or in person (address and information are included on the application). Please include the certificate of liability insurance, following instructions in Section C. Note: If the application is received less than 30 days before the scheduled event, the event planner will be charged a rush fee of \$75.

Step 3: Resubmit application if necessary. City of Hastings staff will communicate any adjustments necessary, for example recommendations for safety, permits required, etc.

Step 4: Sign agreement to place event approval on City Council meeting agenda.

Step 5: Leave City of Hastings property as you found it. In order to avoid fees assessed for city staff clean-up after the event, be sure property is free of trash, signs, etc. Note: If extra trash bins are needed, please contact Parks Department at (402)461-2324.

Step 6: No permanent paint is allowed on streets, sidewalks, or other city property. Tape or chalk paint (non-permanent) is allowed to mark routes, but must be removed immediately after the event.

Step 7: Enjoy your event in Hastings under the agreed guidelines!

Thank you for your cooperation and for planning your event in Hastings!

Additional Instructions for Parades:

- 1) Parade routes suggested are Parade Route A or Parade Route B, located at www.cityofhastings.org.
- 2) Parade organizers and participants shall not be allowed to throw candy into traveled way of parade. Distribution of candy, brochures, tokens, etc. may be distributed along sidewalk areas by organizers to parade observers.
- 3) Parades shall begin no earlier than 9:00 a.m. nor later than 10:00 a.m.
- 4) Organizers shall assist in placement of barricades/protective warnings where necessary, as required by the Street and Police Departments.

SPECIAL NOTE: If your event will cross any State Highway (i.e. Hwy 281), it will require approval from Nebraska Department of Transportation (NDOT), prior to processing City approval of the event. Special reader boards or additional barricade costs required will be the responsibility of the organizer. Please contact the Engineering office at (402)461-2330 for instructions on obtaining NDOT approval no later than 60 days in advance of your event.

Section C: Insurance

MISCELLANEOUS INSURANCE CATEGORIES EXAMPLE CERTIFICATE ATTACHED

GENERAL LIABILITY INSURANCE CATEGORY "A"

Minimum \$2,000,000 - to include \$5,000 Medical Expense

City of Hastings named as Additional Insured on a Primary & Non-Contributory basis.

Coverage must include waiver of subrogation in favor of city.*

*Use language on attached example 'CATEGORY A' in "Description of Operations" box.

General Aggregate	\$2,000,000
a. Bodily Injury/Property Damage	\$1,000,000 each occurrence
b. Personal Injury Damage	\$1,000,000 each occurrence
c. Contractual Liability	\$1,000,000 each occurrence
d. Products Liability & Completed Operations	\$1,000,000 each occurrence
e. Auto (unless no vehicles are used)	\$ 1,000,000 each occurrence
f. Fire Damage	\$ 100,000 each occurrence
g. Medical Expense	\$ 5,000 any one person

Examples: Road/Street Activities (Includes Running, Biking, Parades, Festivals, etc.),
Fireworks (may include additional insurance requirements - 1.4 g consumer fireworks),
Farmer's Markets

LIQUOR LIABILITY INSURANCE CATEGORY "B"

Events serving alcohol are required to provide Liquor Liability insurance in the amount of \$1,000,000, in addition to Category "A" requirements above.

City of Hastings named as Additional Insured on a Primary & Non-Contributory basis.*

*Use language on attached example 'CATEGORY B' in "Description of Operations" box.

GENERAL LIABILITY INSURANCE CATEGORY "C"

Minimum \$5,000,000 - to include \$5,000 Medical Expense

City of Hastings named as Additional Insured on a Primary & Non-Contributory basis.

Coverage must include waiver of subrogation in favor of city.*

*Use language on attached 'CATEGORY C' example in "Description of Operations" box.

General Aggregate	\$5,000,000
a. Bodily Injury/Property Damage	\$2,000,000 each occurrence
b. Personal Injury Damage	\$1,000,000 each occurrence
c. Contractual Liability	\$1,000,000 each occurrence
d. Products Liability & Completed Operations	\$1,000,000 each occurrence
e. Auto (unless no vehicles are used)	\$1,000,000 each occurrence
f. Fire Damage	\$ 100,000 each occurrence
g. Medical Expense	\$ 5,000 any one person

Examples: Fireworks (may include additional insurance requirements - 1.3 g display fireworks),
Special/Unusual Hazards, Activities on or crossing State Highways.

The City of Hastings will identify appropriate category for any event not listed above. In no instances will the required Insurance be less than \$2,000,000 with \$5,000 Medical Expense.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/01/2020

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

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

PRODUCER Your Insurance Agent P O Box City, State Zip	CONTACT NAME: Agent Name	
	PHONE (A/C, No., Ext): Phone FAX (A/C, No.): E-MAIL: Email	
INSURED Insured Name Insured Address City, State & Zip	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Insurance Company Info	5555
	INSURER B: Insurance Company Info	5555
	INSURER C: Insurance Company Info	5555
	INSURER D: Insurance Company Info	5555
	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	Y	Y	Policy Number	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 OTHER: \$	
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC							
	OTHER:							
B	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY	Y	Y	Policy Number	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	SCHEDULED AUTOS NON-OWNED AUTOS ONLY							
	Only If Autos are used							
	Category "C"							
C	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE	Y	Y	Policy Number	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 DED \$ RETENTION \$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y	Policy Number	01/01/2020	01/01/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	Liquor Liability							
	Y							
	Category "B"							
D	Liquor Liability	Y		Policy Number	01/01/2020	01/01/2021	Each Occurrence 1,000,000	

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

Re: List event or activity information

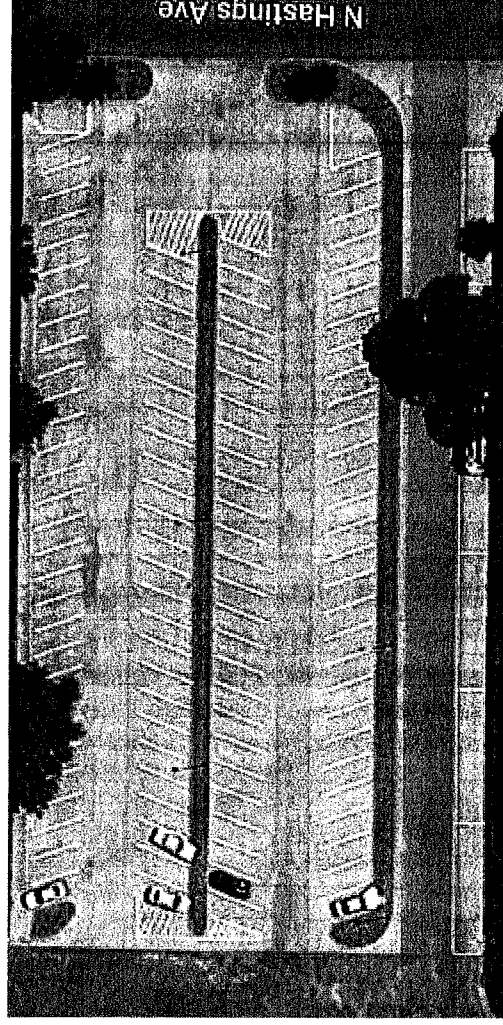
Certificate holder is additional insured for general liability, auto liability, liquor liability, (if applicable), and umbrella liability if required by written contract executed prior to loss. Primary & noncontributory status is governed by the terms & conditions of the insurance policies of all parties to the contract. Waiver of Subrogation applies for general liability, auto liability, umbrella liability, and workers compensation if required by written contract executed prior to loss.

Please use language in box.

CERTIFICATE HOLDER

CANCELLATION

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

DATE (MM/DD/YYYY)

07/22/2022

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

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

PRODUCER Matt North Insurance Agency, Inc. 15070 Antioch Rd Overland Park, Ks 66221	CONTACT NAME:	
	PHONE (A/C, No, Ext): 913-953-8001	FAX (A/C, No): 913-953-8000
	E-MAIL ADDRESS: mnorth@farmersagent.com	
INSURED Highland Park Farmers Market LLC 4010 Meadowlark Lane Hastings, Ne 68901	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Scottsdale Insurance Company	
	INSURER B:	
	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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	CPS4016725	08/01/2022	08/01/2023	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000					
	MED EXP (Any one person) \$ 5,000					
	PERSONAL & ADV INJURY \$ 1,000,000					
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ Excluded
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$
						AGGREGATE \$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A				PER STATUTE ☐ OTH-ER ☐
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

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

Farmers Market-Markets open air (lessor's risk only) Other than Not-For-Profit.

City of Hastings is named as additional insureds with respects to General Liability per written contract. Includes a Waiver of Subrogation (waiver of transfer of rights of recovery against others to us) It is further agreed that this insurance shall be named on a primary and non-contributory basis. Coverage is subject to policy terms, conditions, limitations and exclusions.

CERTIFICATE HOLDER**CANCELLATION**

City of Hastings
220 N Hastings Ave
Hastings, NE 68901

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

AUTHORIZED REPRESENTATIVE

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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: 03/17/2023 Event Name: Fun Run for Vision Therapy
Contact Person: Cheri Beda Phone: 402-984-2494
Address: 3217 Parklane Drive Hastings NE 68901
Email: cheri.l.beda@gmail.com Daytime Phone: 402-984-2494
Name of Organization Hosting Event: Hastings Area Cadette Girl Scouts
Type of Organization: Corporation ☐ LLC ☒ Other If Other, provide name: Girl Scouts-Non Profit
Type of Event: Fun Run/Walk
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:

This will be a fun/run walk utilizing the railroad to lake Hastings trail. We will have stations setup along the trail with various activities related to vision therapy. This event will take about 1 hour and will help the Cadette Girl Scouts (grades 6th-8th) earn their silver award.

Event Location: Hastings Lake

- 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: 06:00 pm Start Time Needed to Set Up & Access Area (if applies): 4:00 pm

Event End Time: 07:00 pm Ending Time Needed to Clean up Area (if applies): 08:00PM

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

Cheri L Beda

11/02/2022

Authorized Signature for Host Organization

Date

Official Office Use Only

Authorized Signature – City of Hastings

Date of Council Approval

Pioneer Spirit Trail

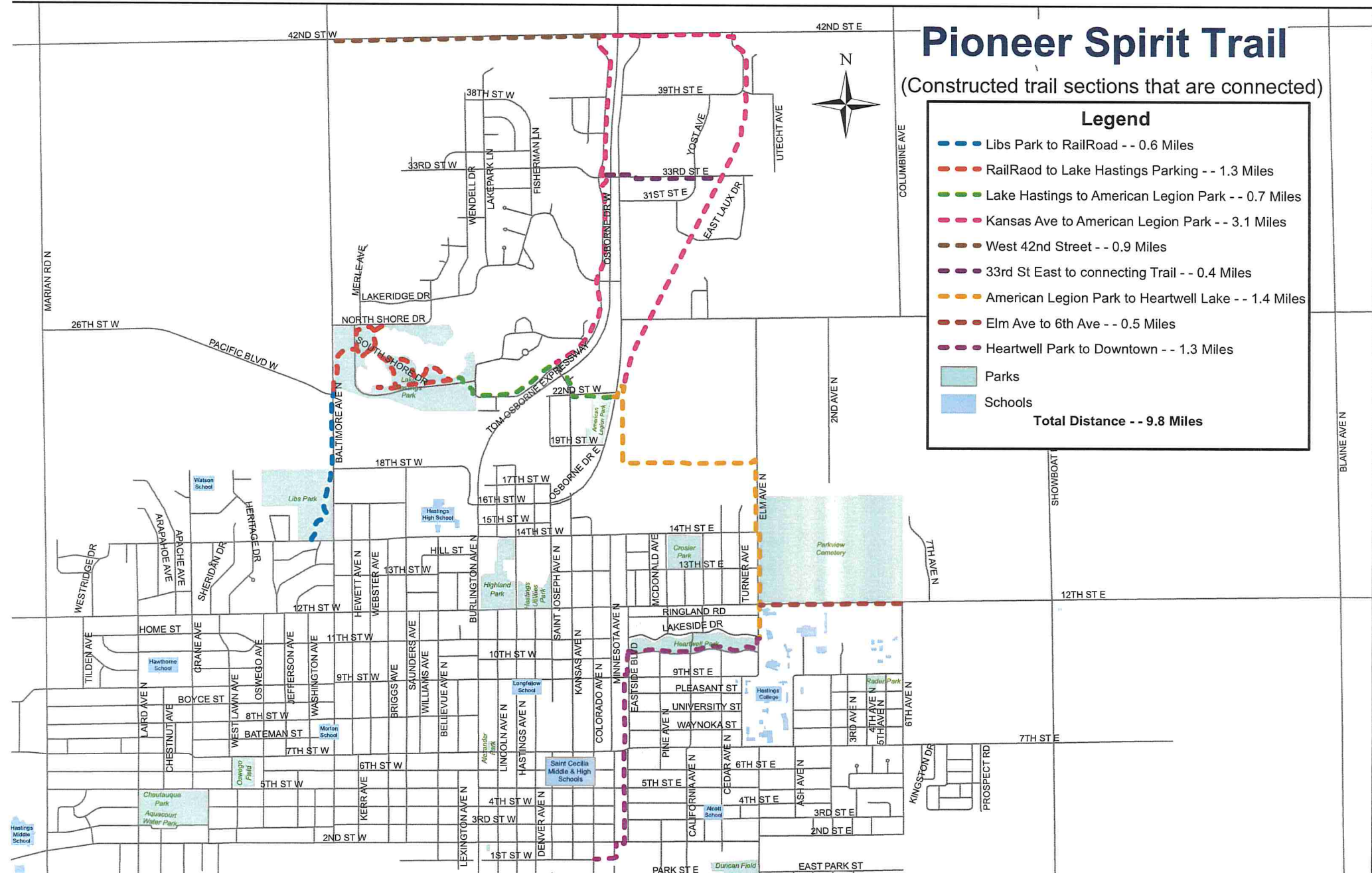
(Constructed trail sections that are connected)

Legend

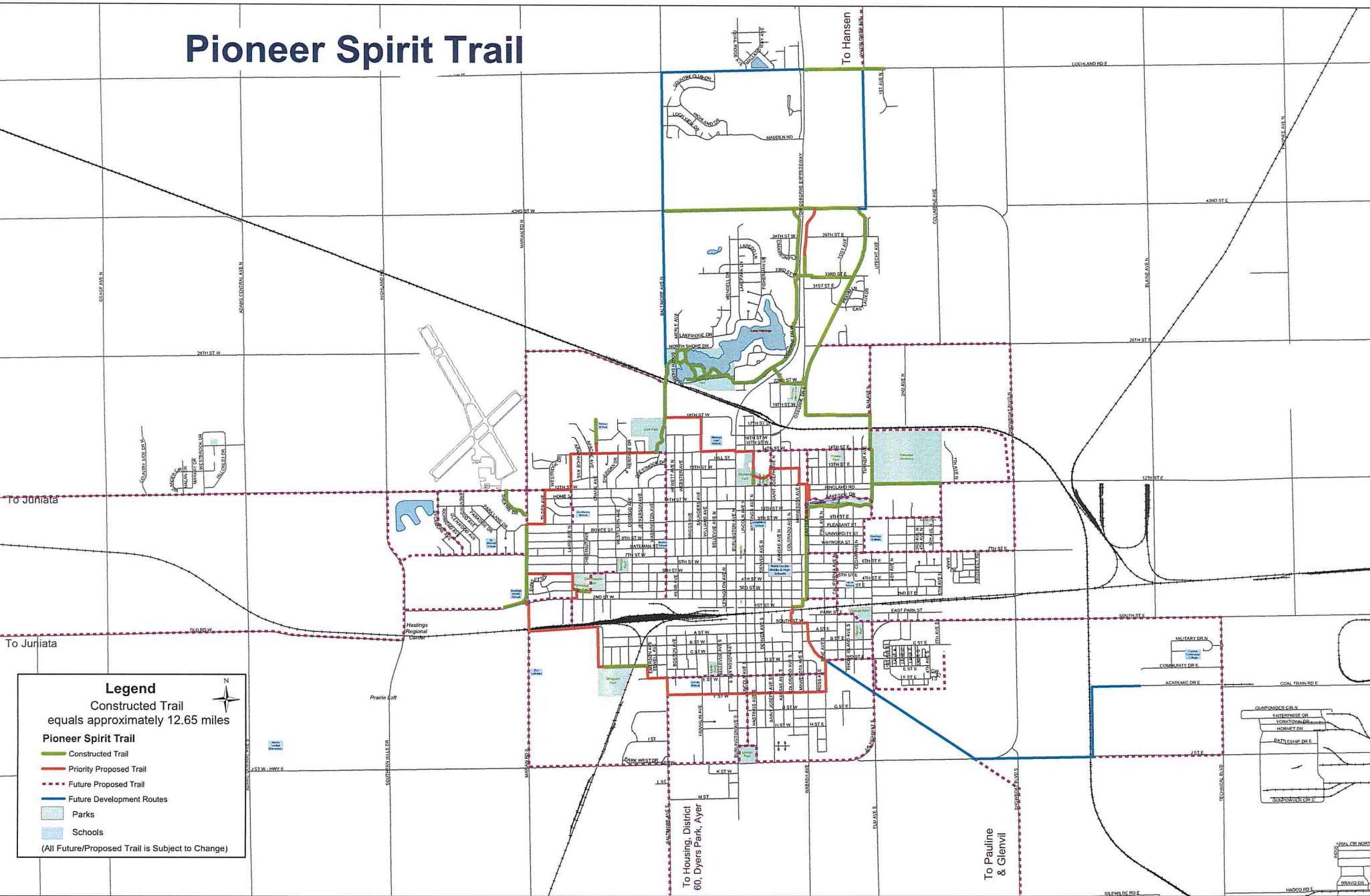
- Libs Park to RailRoad - - 0.6 Miles
- RailRaod to Lake Hastings Parking - - 1.3 Miles
- Lake Hastings to American Legion Park - - 0.7 Miles
- Kansas Ave to American Legion Park - - 3.1 Miles
- West 42nd Street - - 0.9 Miles
- 33rd St East to connecting Trail - - 0.4 Miles
- American Legion Park to Heartwell Lake - - 1.4 Miles
- Elm Ave to 6th Ave - - 0.5 Miles
- Heartwell Park to Downtown - - 1.3 Miles

Parks
 Schools

Total Distance - - 9.8 Miles



Pioneer Spirit Trail



Legend

Constructed Trail
equals approximately 12.65 miles

Pioneer Spirit Trail

- Constructed Trail
- Priority Proposed Trail
- Future Proposed Trail
- Future Development Routes
- Parks
- Schools

(All Future/Proposed Trail is Subject to Change)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/24/2022

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

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

PRODUCER UNICO Group 1128 Lincoln Mall Suite 200 Lincoln NE 68508		CONTACT NAME: Cynthia Reinsch PHONE (A/C, No, Ext): (402) 434-7200 FAX (A/C, No): (402) 434-7272 E-MAIL ADDRESS: creinsch@unicogroup.com	
INSURED Girl Scouts-Spirit of Nebraska 2121 South 44th Street Omaha NE 68105		INSURER(S) AFFORDING COVERAGE INSURER A: National Casualty Company INSURER B: First Dakota Indemnity INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 10351	

COVERAGES

CERTIFICATE NUMBER: 22/23 all lines

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 CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			KKO26974900	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 OTHER: \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☒ 19			KKO26975400	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist BI- \$ 1,000,000
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			XKO26975500	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 OTHER: \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC020-0007700-2022A	01/01/2022	01/01/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

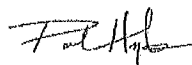
RE: Vision Therapy Fun Run to be held on 3/17/23.

City of Hastings is listed as an additional insured for General Liability and Auto Liability (if applicable) 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 and auto liability if required by written contract executed prior to loss.

CERTIFICATE HOLDER

CANCELLATION

City of Hastings Attn: Kim Jacobitz, City Clerk 220 N Hastings Ave Hastings NE 68901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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WORK ORDER ENGINEERING ESTIMATE

HASTINGS UTILITIES

HASTINGS, NEBRASKA

Name of Department: ElectricWork Order No.: EL-238Construction: XBudget Item No.: 2.80 2022/2023

Retirement: _____

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

Installation of an overhead street light circuit and roadway street lights along 16th Street between St Joseph Avenue and Kansas Avenue

PURPOSE OF WORK IMPROVEMENT:

Installation of street lights along the new section of 16th Street following the removal of the railroad overpass

CONTRIBUTIONS/REMARKS:

Estimated Cost	Amount	Attached Map or DWG No.:	OH-St-Lt-116
1. Material to be Purchased		Sheet No.:	0
2. Material from Stock	1,009.98	Date Work to be Started:	11/28/22
3. Labor	2,480.00	Date Work to be Completed:	1/20/23
4. Truck Usage	775.00	Checked By: Digitally signed by Jeff Campbell Date: 2022.11.14 13:51:46 -06'00'	Date
5. Equipment Usage	31.25	Checked By: Digitally signed by Tyler Waite Date: 2022.11.14 16:13:47 -06'00'	Date
6. Contract Amount		Approved By: Digitally signed by Lee Vrooman Date: 2022.11.21 13:13:12 -06'00'	Date
7.		Lee Vrooman Director of Engineering	
8.		Approved By:	Date
SUBTOTAL	\$4,296.23		
Engineering & Administrative @ 6%	257.77		
Vehicle Usage @ 1%	42.96		
Subtotal	\$4,596.97		
		Hastings City Council	
Subtotal	\$4,596.97	Authorized By: Digitally signed by Kevin D Johnson Date: 2022.11.21 13:26:51 -06'00'	Date
Less Developer Contribution		Kevin D Johnson Manager	
TOTAL ESTIMATED COST OF WORK ORDER	\$4,596.97		

HASTINGS UTILITIES, HASTINGS, NEBRASKA

Work Order No.: EL-238

B.I. No.: 2.80

B.I. Yr.: 2022/2023

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)	8	50.00	400.00	\$2,480.00
	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)	1	31.25	31.25	\$31.25
	Backhoe (Hours)	0	37.50	0.00	
	Boring Machine or Bore (Feet)	0	1.50	0.00	
	Packer (Hours)	0		0.00	
	Trench (Feet)	0	8.75	0.00	
	Skid Steer	0		0.00	
	Hydra Tamp (Hours)	0	143.75	0.00	
	Spoil Vac (Hours)	0	75.00	0.00	
	TOTAL - EQUIPMENT USAGE				
TOTAL COST ALL LABOR AND EQUIPMENT ESTIMATE				\$3,286.25	

MATERIAL ESTIMATE

Quantity		Stock Number	Description	Unit Price	Stock Material	New Material
8	ea.	001-03-11	5/8" x 10" Galvanized Machine Bolts	1.29	10.32	
4	ea.	002-02-02	1/2" x 4" Lag Bolts	0.64	2.56	
14	ea.	005-01-03	2 1/4" Square Washers	0.32	4.48	
2	ea.	005-02-05	4" x 4" Curved Washers	1.38	2.76	
4	ea.	006-04-02	5/8" Galvanized Eynuts	1.75	7.00	
4	ea.	007-03-03	5/8" Square Locknuts	0.20	0.80	
4	ea.	033-04-05	6/2 Service Brackets	5.18	20.72	
2	ea.	042-14-02	WR-9 Compression Connectors	0.30	0.60	
8	ea.	042-14-03	WR-159 Compression Connectors	0.35	2.80	
158	ft.	069-19-05	6/2 600V Duplex	0.19	30.02	
24	ft.	070-02-12	12/2 600V Romax w/Ground	0.29	6.96	
2	ea.	104-01-06	1 1/4" x 6' Street Light Arms	58.10	116.20	
2	ea.	105-00-03	"Residential" LED Street Light Fixtures	113.98	227.96	
2	ea.	111-05-02	Photoelectric Cell for LEDs	19.38	38.76	
			TOTAL		\$ 471.94	

Estimated By: T. Waite

Date: 11/9/22

Page 2

HASTINGS UTILITIES, HASTINGS, NEBRASKA

Work Order No.: EL-238

B.I. No.: 2.80

B.I. Yr.: 2022/2023

MATERIAL ESTIMATE

Quantity		Stock Number	Description	Unit Price	Stock Material	New Material
2	ea.	190-01-30	30' Class 4 Wood Poles	219.02	438.04	
1	LS		Miscellaneous Tape, Wire, Connectors, Etc.	100.00	100.00	
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			Total Page 3		\$ 538.04	\$ -
			Total Page 2 Brt Fwd		\$ 471.94	\$ -
					-	
			TOTAL (Pages 2 & 3)		\$ 1,009.98	\$ -

Estimated By: T. Waite

Date: 11/9/22 Page 3

WORK ORDER ENGINEERING ESTIMATE

HASTINGS UTILITIES

HASTINGS, NEBRASKA

Name of Department: Electric

Construction: X

Retirement: _____

Work Order No.: EL-240

Budget Item No.: 2.82 2022/2023

Budget Item Amt: \$25,000

DESCRIPTION AND LOCATION:

Installation of an overhead street light circuit and roadway street lights along M Street from Baltimore Ave./US Highway 281 to East, 3/8 of a Mile

PURPOSE OF WORK IMPROVEMENT:

Installation of street lights in this area for road lighting

CONTRIBUTIONS/REMARKS:

Estimated Cost	Amount	Attached Map or DWG No.:	OH-St-Lt-117
1. Material to be Purchased		Sheet No.:	0
2. Material from Stock	5,834.33	Date Work to be Started:	11/28/22
3. Labor	8,720.00	Date Work to be Completed:	5/26/23
4. Truck Usage	6,200.00	Checked By: Digitally signed by Jeff Campbell Date: 2022.11.14 13:45:15 -06'00'	Date
5. Equipment Usage	0.00	Checked By: Digitally signed by Tyler Waite Date: 2022.11.14 16:12:34 -06'00'	Date
6. Contract Amount		Approved By: Digitally signed by Lee Vrooman Date: 2022.11.21 13:14:02 -06'00'	Date
7.		Lee Vrooman Director of Engineering	
8.		Approved By:	Date
SUBTOTAL	\$20,754.33		
Engineering & Administrative @ 6%	1,245.26	Approved By:	Date
Vehicle Usage @ 1%	207.54		
Subtotal	\$22,207.13	Hastings City Council	
		Authorized By: Digitally signed by Kevin D Johnson Date: 2022.11.21 13:27:22 -06'00'	Date
Subtotal	\$22,207.13	Kevin D Johnson Manager	
Less Developer Contribution			
TOTAL ESTIMATED COST OF WORK ORDER	\$22,207.13		

HASTINGS UTILITIES, HASTINGS, NEBRASKA

Work Order No.: EL-240

B.I. No.: 2.82

B.I. Yr.: 2022/2023

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)	8	50.00	400.00	
	Electric Department	64	65.00	4,160.00	
	Gas Department	0	55.00	0.00	
TOTAL - LABOR					\$4,560.00
TRUCKS:	Trucks 22 & 23 (Hours)	8	218.75	1,750.00	
	Trucks 24 & 28 (Hours)	8	137.50	1,100.00	
	Trucks 25 & 26 (Hours)	4	62.50	250.00	
	Truck (Hours)			0.00	
				0.00	
				0.00	
TOTAL - TRUCKS USAGE					\$3,100.00
EQUIPMENT:	Air Compressor (Hours)	0	31.25	0.00	
	Backhoe (Hours)	0	37.50	0.00	
	Boring Machine or Bore (Feet)	0	1.50	0.00	
	Packer (Hours)	0		0.00	
	Trench (Feet)	0	8.75	0.00	
	Skid Steer	0		0.00	
	Hydra Tamp (Hours)	0	143.75	0.00	
	Spoil Vac (Hours)	0	75.00	0.00	
TOTAL - EQUIPMENT USAGE					\$0.00
TOTAL COST ALL LABOR AND EQUIPMENT ESTIMATE					\$7,660.00

MATERIAL ESTIMATE

Quantity		Stock Number	Description	Unit Price	Stock Material	New Material
2	ea.	001-02-11	1/2" x 10" Galvanized Machine Bolts	1.09	2.18	
24	ea.	001-03-11	5/8" x 10" Galvanized Machine Bolts	1.29	30.96	
20	ea.	002-02-02	1/2" x 4" Lag Bolts	0.64	12.80	
39	ea.	005-01-03	2 1/4" Square Washers	0.32	12.48	
11	ea.	005-02-05	4" x 4" Curved Washers	1.38	15.18	
13	ea.	006-04-02	5/8" Galvanized Eynuts	1.75	22.75	
2	ea.	007-03-02	1/2" Square Locknuts	0.21	0.42	
11	ea.	007-03-03	5/8" Square Locknuts	0.20	2.20	
24	ea.	033-04-05	6/2 Service Brackets	5.18	124.32	
11	ea.	042-14-02	WR-9 Compression Connectors	0.30	3.30	
24	ea.	042-14-03	WR-159 Compression Connectors	0.35	8.40	
1650	ft.	069-19-05	6/2 600V Overhead Aluminum Duplex	0.19	313.50	
132	ft.	070-02-12	12/2 600V Romax w/Ground	0.29	38.28	
11	ea.	104-01-06	1 1/4" x 6' Street Light Arms	58.10	639.10	
			TOTAL		\$ 1,225.87	

Estimated By: T. Waite

Date: 11/10/22

Page 2

HASTINGS UTILITIES, HASTINGS, NEBRASKA

Work Order No.: EL-240

B.I. No.: 2.82

B.I. Yr.: 2022/2023

MATERIAL ESTIMATE

Quantity		Stock Number	Description	Unit Price	Stock Material	New Material
11	ea.	105-00-02	"Collector" LED Street Light Fixtures	390.48	4,295.28	
11	ea.	111-05-02	Photoelectric Cells for LEDs	19.38	213.18	
1	LS		Miscellaneous Tape, Wire, Connectors, Etc.	100.00	100.00	
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			Total Page 3		\$ 4,608.46	\$ -
			Total Page 2 Brt Fwd		\$ 1,225.87	\$ -
					-	
			TOTAL (Pages 2 & 3)		\$ 5,834.33	\$ -

Estimated By: T. Waite

Date: 11/10/22 Page 3

Submitted By: Lori Ferguson
South Central Economic Development District, Inc.
Date Submitted: 11.18.22

Council Meeting Date: 11.28.22
Project: CDBG Pacha Soap Co. Application
Agenda Item: Approve Resolution

AGENDA ITEM SUMMARY SHEET

Description of Agenda Item:

Agenda Item #__: Adopt Resolution Authorizing Chief Elected Official to Sign the Application for Community Development Block Grant (CDBG) Economic Development Funds/Pacha Soap Co. Application.

- This resolution provides authority to the Mayor to apply for the community development block grant (CDBG) and sign contract and project associated documents.

Names of People/Businesses affected by this action:

City of Hastings, Pacha Soap Co., Hastings Economic Development Corporation

Why is Council action required? The City of Hastings is the CDBG applicant. Per Nebraska Department of Economic Development regulations, the City council must adopt the resolution to allow the chief elected official to sign all grant contract related documents.

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

Suggested Motion: Approve

Are there any deadlines associated with this action? No.

City Administrator Comments:

Submitted By: Lori Ferguson
South Central Economic Development District, Inc.

Date Submitted: 11.18.22

Council Meeting Date: 11.28.22
Project: Pacha Soap Co. CDBG
Application
Agenda Item: Public Hearing

AGENDA ITEM SUMMARY SHEET

Description of Agenda Item:

Agenda Item #___: Public Hearing for the Pacha Soap Co. CDBG Application

- Pacha Soap Co. has plans to expand and has been preliminarily approved through the pre-application process to receive \$210,000 of CDBG Economic Development Funds from the Department of Economic Development. Approximately 7 jobs will be created of which 4 will be filled or made available to low-moderate income individuals.
- The City of Hastings will serve as the applicant for the CDBG funds. An executed MOU will serve as the conduit of funds being made available to Pacha Soap for expansion. Hastings Economic Development Corporation will serve as the NDO for the repaid funds.
- Per DED regulations, this is a Public Hearing regarding the City of Hastings' Community Development Block Grant (CDBG)/Pacha Soap Co. application.
- This Public Hearing will give the residents of the City of Hastings the opportunity to give input (comments, concerns or questions) regarding the CDBG application.
- Nebraska Department of Economic Development (NEDED) requires that there be two Public Hearings held for CDBG projects. This constitutes the first of these hearings.

Names of People/Businesses affected by this action:

City of Hastings, Pacha Soap Co., Hastings Economic Development Corporation

Why is Council action required? The City of Hastings is the CDBG grant recipient. Per Nebraska Department of Economic Development regulations at least two Public Hearings must be held for Community Development Block Grants (CDBG's). One is required prior to the submission of an application.

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

Suggested Motion: N/A

Are there any deadlines associated with this action? No.

City Administrator Comments:



220 North Hastings Avenue
Hastings, NE 68901
Telephone: (402) 461-2306
Fax: (402) 461-2323

Exhibit B: Authorizing Resolution

RESOLUTION 2022-41

AUTHORIZING CHIEF ELECTED OFFICIAL TO SIGN AN APPLICATION FOR CDBG FUNDS

Whereas, the City of Hastings, Nebraska, is an eligible unit of a general local government authorized to file an application under the Housing and Community Development Act of 1974 as amended for Small Cities Community Development Block Grant Program, and,

Whereas, the City of Hastings, Nebraska, has obtained its citizens' comments on community development and housing needs; and has conducted public hearing(s) upon the proposed application and received favorable public comment respecting the application which for an amount of \$217,000.00 for the expansion of Pacha Soap Co.; and,

NOW, THEREFORE, BE IT RESOLVED BY

The City Council of the City of Hastings, Nebraska, that the Mayor be authorized and directed to proceed with the formulation of any and all contracts, documents or other memoranda between the City of Hastings and the Nebraska Department of Economic Development so as to effect acceptance of the grant application.

Clint Schukei, City Attorney

Date

Kimberly S. Jacobitz, City Clerk

Date

(SEAL)

Chief Elected Official Signature

Corey Stutte, Mayor

Chief Elected Official Printed Name, Title

Date

NOTICE OF PUBLIC HEARING ON AN APPLICATION FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

NOTICE IS HEREBY GIVEN that on Monday, November 28, 2022, in the City Council Chambers, the City of Hastings, located in Adams County, Nebraska (the "City"), will hold a public hearing concerning an application to the Nebraska Department of Economic Development for a Community Development Block Grant (CDBG). This grant is available to local governments for community/economic development activities.

The City is requesting \$217,000 in CDBG funds for an expansion of the Pacha Soap Co. (the "Business"), to purchase new equipment and fund working capital to expand production capacity at the Hastings plant located at 317 South Elm Avenue in Hastings, Adams County, Nebraska (the "Project"). Seven (7) full time equivalent ("FTE") jobs will be created as a result of the project, primarily benefiting low to moderate income persons. The total Project cost is approximately \$427,000. Matching funds of approximately \$210,000 for the stated Project will be provided by the Business. The City will use \$7,000 for general grant administration.

The requested CDBG funds will allow \$210,000 to be conditionally granted by the City to the Hastings Economic Development Corporation (the "NDO") acting as the non-profit development organization, conducting activities on behalf of the City. The NDO will then utilize such conditionally granted CDBG funds to make a performance-based loan of \$210,000.00 to the Business for the expansion of the Business at the Hastings, Nebraska facility (the "Project"). One half of the \$210,000 (an amount of \$105,000) performance-based loan will be forgiven after the Business satisfies a national objective and completes all of the lending requirements.

No residents, businesses, or farms will be displaced as a result of this project. The Project should be completed within 30 months.

The grant application will be available for public inspection at the offices of the City of Hastings, 220 N. Hastings Avenue. All interested parties are invited to attend this public hearing at which time you will have an opportunity to be heard regarding the grant application. Written and oral testimony will also be accepted at the public hearing scheduled for 5:30 pm, Monday, November 28, 2022, in the City Council Chambers, 220 N. Hastings, Hastings, NE. Written comments addressed to Mayor Corey Stutte, at the City of Hastings, 220 N. Hastings, Hastings, NE 68901 will be accepted if received on or before 12:00 p.m., Monday, November 28, 2022.

Individuals requiring physical or sensory accommodations including interpreter service, Braille, large print, or recorded materials, please contact Kim Jacobitz, City Clerk at 220 N. Hastings, Hastings, NE, 402.461.2315 no later than Friday, November 25, 2022. Accommodations will be made for persons with disabilities and non-English speaking individuals provided that a three-day notice is received by the City of Hastings.

PUBLISH: November 22, 2022

CITY OF HASTINGS, NEBRASKA

**Community Development Block Grant
Public Viewing Document
for an application
to the Nebraska Dept. of Economic Development
for Economic Development Grant Funds
for the Pacha Soap Co. Expansion project**

NOTICE OF PUBLIC HEARING ON APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

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DRAFT - FOR PUBLIC VIEWING ONLY

Hastings - 2022 CDBG- Economic Development Grant Budget

	CDBG	Local	Total	Source of Match
Activity – Working Capital and Equipment Purchase	\$ 210,000.00	\$210,000.00	\$ 420,000.00	Business
Activity - Gen. Administration	\$ 7,000.00	\$ -	\$ 7,000.00	
Total	\$217,000.00	\$210,000.00	\$427,000.00	

DRAFT - FOR PUBLIC VIEWING ONLY

Department: CRA
Staff Contact: Randy Chick
Council Meeting Date: 11/28/2022

AGENDA ITEM SUMMARY SHEET

Description of Item:

An application for CDBG DTR funding was received from Queen City Development for a facade project on the buildings located at 701 and 711 W. 1st Street. The group is proposing installing new upper-level windows, and new storefront windows on the north and east sides of 701 W. 1st. At 711 W. 1st, the group would create a more modern façade. The development team intends to redevelop the existing buildings at 701-711 W 1st Street into main-level retail space and second-level office space. The intended tenants for the first floor are retail in nature and the intended utilization of the second floor is a multi-office professional space. Estimated costs for the total project are \$1,000,000 and the group is seeking \$100,000 in CDBG Facade Funding.

Plans have been submitted to the State Historic Preservation Office (SHPO) for review as the project is subject to final approval by SHPO. The \$100,000 facade loan will be forgiven if the facade improvements are kept in place for a 5-year term. To ensure compliance with the guidelines, a 2nd mortgage in the amount of the loan will be filed on the property. The projected costs for the facade are \$117,850.00.

Names of People/Business affected by this action:

Corner Building LLC, City of Hastings, CRA, and Department of Economic Development

Why Council action is required:

The guidelines adopted for the CDBG Downtown Revitalization Facade Program require the approval of the City Council.

Type of action requested:

Motion

Suggested motion:

Motion to approve

Deadlines associated with action:

None

Department head comments:

The Downtown Revitalization Committee recommends approval of this project application.

City Administrator comments:

Application

Date: [7/27/22](#)

Applicant Name: [Corner Building, LLC](#)

Property Address: [701-711 W. 1st Street](#)

Applicant's Phone Number: [\(402\) 705-7283](#)

Tax ID #: [88-1643622](#)

Type of Façade Improvement Planned (note all that apply). Please attach Supporting Data Checklist.

Signage: ☐ Removal ☒ [New](#) ☐ Altered ☐ Repaired

Painting: (Approximate Sq. Ft. area): [None](#)

Structural Alterations: [Re-establish original storefront height at 701 W. 1st](#)

Cosmetic Alterations: [Windows and hard surface siding material on 711 W 1st](#)

Other work: Please specify (Awnings, etc.): [Eliminate Street entrances at 705 and 709 W 1st Street, as to combine space into 1 building with 1 secured entrance. Install new aluminum storefront windows and doors, clad aluminum 2nd floor windows and tuck point as needed at 701 W. 1st. Create modern façade with windows and hard surface siding at 711 W. 1st Street.](#)

Other work:

Total Cost of Project: [\\$117,850](#)

Amount Requested: [\\$100,000](#)

I hereby submit the attached plans, specifications and color samples for the proposed project and understand that these must be approved by the Downtown Revitalization Committee and the City of Hastings. No work should begin until I have received written approval from the Downtown Revitalization Committee and the City of Hastings. I further understand that the facade project must be completed by the end of the CDBG DTR Program deadline (April 25, 2024) or any extension thereof, and that forgivable loan monies will not be paid until the applicant/ recipient; submits a paid bill for reimbursement together with an affidavit from the contractor certifying the work, as submitted, is complete. I agree to leave the completed project in its approved design and colors for a period of five (5) years from the date of completion.

[Dave Rippe](#)

Property Owner - Printed

Signature of Property Owner

Date: [7/27/2022](#)

Date: [7/27/2022](#)

Supporting Data Checklist for Applicants

Please submit this checklist as part of your application

SIGNS:

- ☐ Provide a color rendering of the design chosen
- ☐ Include specifications as to the size and width of the sign.
- ☐ Note how and where the sign will be hung on the building
- ☐ Submit a written estimate from a sign company
- ☐ Submit written verification that design and size comply with City codes.

PAINT*:

- ☐ Provide samples of the colors chosen
- ☐ Mark which color will be body color and which will be accent colors.
- ☐ Note where each color will be used.
- ☐ Submit written estimate from painter of your choice.

** Painting is eligible for exterior façade improvements in combination with window replacement or facade restoration for bricks, stucco, and exterior surfaces for historic preservation that constrains deterioration of the exterior façade. Short of this standard, painting for the purpose to change colors (interior or exterior) is not considered restoration and is ineligible as it is considered maintenance.*

AWNINGS:

- ☐ Provide information about color and style of awning chosen.
- ☐ Note where awning will be placed on building.
- ☐ Submit written estimate.
- ☐ Submit written verification that design and size comply with City codes.

Awning selection must take into account the architectural style of the building.

MAJOR FACADE ALTERATION:

- ☐ Provide a rendering of major changes, including paint and awning colors where applicable.
- ☐ Submit a written estimate from contractor.

ALL PROJECTS PROPOSED BY TENANTS

- ☐ To be eligible for a forgivable loan, tenants need to provide a notarized Authorization for Work from the property owner.
- ☐ Submit signed Hold Harmless Agreement (see attached).
- ☐ Submit copy of current Occupational License and Certificate of Use.
- ☐ Where Applicant is a sole proprietor or individual, submit completed US Citizenship Attestation Form

HASTINGS CDBG DOWNTOWN REVITALIZATION **2021 FAÇADE PROGRAM GUIDELINES**

Project Guidelines

The purpose of the CDBG Downtown Revitalization Façade Forgivable Loan Program is to, where practical; restore, improve or create historic architectural features to facades of commercial buildings within the Downtown Business Improvement District. And, in cases where buildings have been significantly altered or damaged; the new façade should be designed to look appropriate and compatible in the midst of the surrounding buildings.

The Downtown Revitalization Façade forgivable loan program is administered by the City of Hastings, Business Improvement District, and the South Central Economic Development District. Funding for the DTR program is provided by the Community Development Block Grant program through the Nebraska Department of Economic Development and the City of Hastings Community Redevelopment Authority.

Program Guidelines:

A. The Hastings Downtown Revitalization program is designed to enhance and improve existing exterior facades. Façade improvements shall be defined as (but not limited to):

Façade shall mean the front exterior (and side if located on a corner) and rear exterior wall of a building if exposed to public view. This will typically include a visual impact with items such as awnings, windows and signage.

Painting is eligible for exterior façade improvements in combination with window replacement or facade restoration for bricks, stucco, and exterior surfaces for historic preservation that constrains deterioration of the exterior façade. Short of this standard, painting for the purpose to change colors (interior or exterior) is not considered restoration and is ineligible as it is considered maintenance.

Restoration is the preferred treatment for building façades and improvement. Restoration is most applicable to buildings where there has been very little change to the building façade over time. This results in the return of the façade to its original appearance through the use of authentic materials and the replication of missing or deteriorated components.

Renovation results in improvements which do not attempt to return the building to its original appearance. Improvements made should be sensitive to historic details and materials and should respect whatever original character remains.

Replacement of facades is appropriate when the majority of the original façade is missing or has been significantly altered so as to make restoration or renovation impractical. Façade designs should select materials, dimensions and architectural details that are similar or compatible to surrounding buildings such as façade height, window size and spacing, materials and colors.

Reconstruction takes place when the building and its features no longer exist. With reconstruction, façade designs are created through new construction to replicate, mimic, resemble or accentuate historic period details.

Structural Improvements will be considered to be the sides of the buildings not visible to the street along with the roof.

- B. Where practical, all building facades shall be restored to their original period design. If it is deemed not practical by the Downtown Revitalization Committee, then a similar architectural design shall be used. All horizontal and vertical features (lintels and piers) shall be retained.
- C. If a building does not have a historically significant architectural design or feature, then a proposed design may be submitted to qualify for the forgivable loan program.
- D. All storefronts shall be designed, constructed, and maintained to compliment and accept the architectural features of the building. All accessories, signs, awnings, etc. shall likewise harmonize with the overall character of the building.

All color schemes shall accent the building as well as harmonize with adjacent buildings. Colors shall be period specific. Historical murals will be considered on a case-by-case basis and consultation with DED staff will be conducted.

- E. Funds shall be allocated on a “first ready, first served” basis. Tenants may qualify upon receipt of written consent of the owner of the building. All forgivable loan funds awarded require a significant expenditure by the owner/tenant. (At a minimum the applicant is encouraged to spend \$2 in interior/exterior renovation costs for every \$1 in façade forgivable loan funds) EXAMPLE: \$100,000 of private investment to \$50,000 of forgivable loan funds. The amount of an individual forgivable loan is only limited by the funds available. Applicant may request a maximum of \$525,000 in funds from the Downtown Revitalization Forgivable Loan Program.
- F. No work for which a forgivable loan is sought should begin until authorized by the Downtown Revitalization Committee and the City of Hastings.
- G. To qualify for forgivable loan funds, an application and appropriate plans must be submitted to the Business Improvement District office c/o Downtown Revitalization Committee at 301 S. Burlington, Hastings, NE.
- H. No forgivable loans will be made to government-owned properties or to tenants in government owned properties. (Exceptions: Properties owned by the Community Redevelopment Authority.)
- I. Work done by the applicant in which a developer/owner/general contractor would physically work on the project (either he or his employees) is not allowed. However, it is acceptable for a developer/owner/general contractor to act as a general contractor and obtain bids to perform “all” work associated with the project. An official bidding process (sealed bids, advertisement, etc.,) would not be required but steps should be taken to ensure reasonableness of the bids as such to ensure quality of work and cost effectiveness of the bids/funds invested. This shall require an estimate from an outside source to verify that costs are within reasonable parameters.
- J. In the case of an applicant being an individual or sole proprietor, he/she is required to complete and return the U.S. Citizenship Attestation form which is made part of the application.

- K. All work must be completed within the boundaries of the Business Improvement District as identified in Exhibit A of these guidelines.

Forgivable Loan Procedures – Design/Document Approval Flow Chart

1. Fill out the application and checklist and submit one copy to the Downtown Revitalization Committee c/o Randal Chick 301 S. Burlington with supporting data. (See attached sheet for required supporting data checklist.) Applications will only be accepted for improvements located within the Business Improvement District in downtown Hastings which is outlined on the attached map.
2. Projects will be submitted to the Downtown Revitalization Committee which meets at the call of the Chairman. The Committee will accept applications on “first ready, first served” basis with no formal submission deadlines in place. Funds will be expended until depleted.
3. The Downtown Revitalization Committee will review the project and submit the package to the Hastings City Council with their recommendation.
4. All proposed projects are subject to a Tier II environmental review. This review will be completed upon receipt of a complete and formal application to the DTR committee. The environmental review consists of contact with the State Historical Preservation Office (SHPO) and SHPO’s approval of the project. The Tier II environmental review will be assembled/submitted to SHPO by the general grant administrator of the project. South Central Economic Development District, Inc., is contracted to provide those services to the City of Hastings.
5. Applicants shall be notified in writing by the Downtown Revitalization Committee of the Committee’s decision of approval or non-approval. Once the Committee and the City have approved the project, the Downtown Revitalization committee shall issue a written notice of approval. Said notice of approval will be issued, dated and signed by an authorized representative of the Downtown Revitalization Committee.
6. ***Work cannot begin until contract is signed and certain requirements met. Once contractual items accepted by the Committee, the Committee issues a notice to proceed and work can begin. No work may start until written notice to proceed is received.***
7. Grievance Procedure – In the event that any applicant feels he or she has been unfairly treated or discriminated against during the process of selection of projects to be funded, s/he may appeal the decision by writing either to the Business Improvement District Board (BID), 301 S. Burlington, Hastings, NE 68901 or to the General Grant Administrator (South Central Economic Development District) who will attempt to resolve the problem. The BID Board Chair will make a written response to the appeal within 15 working days. If the applicant is not satisfied with the response, an appeal may be filed with the City of Hastings, which will make a written response to the appeal within 30 days. As the grantee, the City is held responsible for the overall program so a review of grievance or appeal documentation is prudent. In the event that the applicant is not satisfied with the City’s decision, a complaint may be filed with the Nebraska Department of Economic Development.
8. Conflict of Interest – No member of the governing body or other official, employee or agent of the City of Hastings or the Downtown Revitalization Committee who exercises policy, decision-

making functions or responsibilities in connection with the planning and implementation of the Downtown Revitalization Façade Forgivable Loan Program shall;

- a) Directly or indirectly benefit from this program, this prohibition shall continue for one year after an individual's relationship with the City of Hastings or Downtown Revitalization Committee ends. Any other employee, officer, or board member may be eligible, but will be treated no differently in the determination of applications accepted for funding. Enclosed with this person's application shall be a statement of disclosure that outlines the nature of the potential conflict and a description of how the public disclosure was made. Included will also be verification that the affected person has withdrawn from the active involvement in any loan related issues;
- b) Accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to any sub-agreement;
- c) Obtain a financial interest in any contract, subcontract or agreement for themselves or for persons with business or family ties.

Exception: Upon written request, exceptions may be granted by the Nebraska Department of Economic Development on a case-by-case basis.

9. Applicant is responsible for obtaining any permits required to do the project. The applicant is responsible for contacting the City of Hastings Development Services office (402) 461-2302. The Development Services office oversees planning and zoning as well as building and construction. The City of Hastings Development Services Department exists to help, with information about permits, codes, etc. The applicant must also register on the System for Award Management (www.sam.gov) prior to approval of application. Assistance for registering can be obtained through the local Nebraska Business Development Center at University of Nebraska – Kearney.
10. After formal Notice of Approval, the forgivable loan recipient must:
 - At a minimum seek to obtain at least two bids to verify that costs are reasonable.
 - Prior to solicitation of bids, ensure that the participating contractors are aware of Davis Bacon Wage requirements and the need to pay prevailing wage rates, submit payroll reports to the administrator, as well as adherence to all other federal wage requirements.
 - Provide proof that all participating contractors and sub-contractors are also registered on www.sam.gov and or show no active exclusions on sam.gov.
 - Participate in E-Verify.
 - Participate in a pre-construction conference with a representative of the Downtown Revitalization Committee and the City's CDBG administrator to review project scope, project requirements, Davis Bacon wage requirements, submission of payrolls, etc.
11. The City of Hastings or the Downtown Revitalization Committee does not maintain a contractor's list. However, the City and DRC strongly encourage the applicant to ensure that the contractor performing the work is well-qualified to complete the proposed work and knowledgeable about any City codes that are applicable to the project.
12. At such time as the Recipient has satisfied all contractual provisions, a written notice to proceed will be issued by the authorized representative of Downtown Revitalization Committee. Said notice to proceed will be issued, dated and signed by an authorized representative of the Downtown Revitalization committee.

13. Participation in the City of Hastings Downtown Revitalization program by an applicant is a stated agreement of the recipient of DTR funds, that the completed project, its approved design and colors, etc., will remain intact and in place for a period of not less than five (5) years from the date of project completion. **Changes to improved facades and signage prior to five years may trigger repayment of the forgivable loan (or a percentage thereof), as specified in contract with the City.**
14. Forgivable loan Recipient must submit a paid, itemized invoice for reimbursement together with proof of payment (e.g., cancelled check) and an affidavit from the contractor certifying the work, as submitted, is complete. This should be consistent with the work proposed to and approved by the Downtown Revitalization Committee. Any unapproved changes will void the forgivable loan. If Recipient decides to change the project after approval they must contact the authorized representative of the Downtown Revitalization Committee for review of the changes.
15. Prior to reimbursement, the work will be inspected by Downtown Revitalization Committee staff to ensure compliance with the project as designed and guidelines for improvements. A written notice of completion will be issued, dated and signed by the Authorized Representative of the Downtown Revitalization Committee.
16. The City, upon recommendation of Downtown Revitalization Committee, reserves the right to loan additional money to targeted projects that they believe will have a significant impact on the area. Committee members are seeking projects that have a significant amount of private investment that will include renovation of all levels. Significant impact can be measured by one of several methods:
 - Substantial private-investment (e.g., greater than 200%)
 - Addresses a building or local landmark in the target area
 - Building is listed or eligible for listing on the National Register of Historic Places
 - Improvements are chiefly for historical renovation/reconstruction in nature, etc.
17. Downtown Revitalization Committee members will be available to offer assistance and may seek outside guidance on any project being considered for the forgivable loan program.
18. The Downtown Revitalization Program is a forgivable-loan program. Eligible improvements are permanent fixtures/improvements to a structure and as such any and all improvements remain a part of the structure in the event a sale is transacted between current and future owners. The five-year forgivable loan can be transferred by property owner at the time of a sale to the purchaser if approved by the City of Hastings. The loan will be prorated at 20% forgiven each year.

Should a Forgivable Loan Recipient be required to repay any portion of the grant, those monies would be remitted to the Nebraska Department of Economic Development, immediately.
19. A complete application packet may be obtained by contacting; Randy Chick, at the Chamber Development Center at 301 S. Burlington, Hastings, NE 68901.
20. The Downtown Revitalization Committee members serve on a volunteer basis and are appointed by the Chairman of the Business Improvement District Board. If a member of the

Committee has a financial interest in the project being reviewed, he/she shall make that conflict of interest known to the committee and will abstain from the review/recommendation process. Members of the Downtown Revitalization Committee will serve indefinite terms; however, the BID Board Chair has the right to replace members of the Downtown Revitalization Committee in the event of resignation or other necessary circumstances. Members of the Hastings Downtown Revitalization Committee consist of the following;

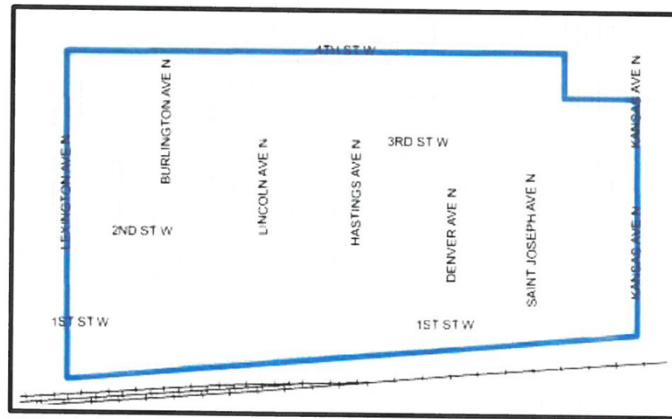
- a. Bob Murphy – Business Improvement District Board Chair
- b. Jamie Hamburger – Convention and Visitors Bureau Board Member
- c. Jessi Hoeft – Hastings Economic Development Board Member
- d. Kaleena Fong – Community Redevelopment Authority Board Member
- e. Maggie Esch – Hastings Young Professionals
- f. Randy Chick – Authorized Representative of the Committee

21. These program guidelines may be amended periodically as required and deemed necessary by the Downtown Revitalization Committee and the City of Hastings. All program guideline amendment(s) will be subject to the approval of the Nebraska Department of Economic Development.

EXHIBIT A

BUSINESS IMPROVEMENT DISTRICT MAP

Business Improvement District



The Business Improvement District was created by ordinance by the Hastings City Council in April of 1986 and includes a 20-block area within the Central Business District right in the heart of Hastings. Property owners within the District are assessed annually and the funds raised are used for developing public activities and events, newsletters or promotional materials, banners, physical improvements such as lighting, landscaping, benches, planters, plantings, trash receptacles and signage.

BOUNDARIES

Bordered by the Burlington Northern tracks on the south, 4th Street on the north, Lexington Avenue on the west and Kansas Avenue on the east the Business Improvement District includes approximately 150 properties and over 100 property owners.

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

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on the ____ day of _____, 202___. The Trustor is CORNER BUILDING, LLC, a Nebraska Limited Liability Company ("Borrower"). The Trustee is Clint Schukei ("Trustee"). The Beneficiary is the City of Hastings, Nebraska, a Municipal Corporation, ("Lender"). Borrower owes Lender the principal sum of One Hundred Thousand Dollars (\$100,000.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"), which provides for payment five (5) years from date of the Note unless Borrower meets requirements or other conditions for forgiveness under the City of Hastings CDBG Downtown Revitalization Façade Forgivable Loan Program. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under Paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in Adams County, Nebraska:

Lots 1 and 2, Block 27, Original Town of Hastings, Adams County, Nebraska.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Taxes and Insurance. There is no requirement under this Deed of Trust for the payment into an escrow account of taxes and insurance premiums on the Property.

3. Applications of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance in the minimum amount of the original indebtedness secured hereby. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of said premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is

economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits,

then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Lender. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end, the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of Property or Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If the power of sale is invoked, Trustee shall record a notice of default in each county in which any part of the Property is located and shall mail copies of such notice in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. After the time required by applicable law, Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Upon receipt of payment of the price bid, Trustee shall deliver to the purchaser Trustee's deed conveying the Property. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein, Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, Trustee's fees as permitted by applicable law and reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

20. Lender in Possession. Upon acceleration under Paragraph 19 or abandonment of the Property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recording costs and the cost of preparation of the Deed of Reconveyance.

22. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

23. Request for Notices. Borrower requests that copies of the notices of default and sale be sent to Borrower's address which is the Property Address. Notices to Lender shall be sent to City of Hastings, 220 North Hastings Avenue, Hastings, Nebraska.

24. Riders to this Security Instrument. If one or more riders listed below are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. Other riders executed are: None.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Corner Building, LLC, a Nebraska Limited

Liability Company

By _____
David Rippe, Manager

STATE OF NEBRASKA)
) ss
COUNTY OF ADAMS)

On this ____ day of _____, 202__, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came David Rippe, to me known to be the identical person whose name is subscribed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal at Hastings, Nebraska in said county, the date aforesaid.

Notary Public

REQUEST FOR RECONVEYANCE

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Date: _____

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

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on the ____ day of _____, 202___. The Trustor is CORNER BUILDING, LLC, a Nebraska Limited Liability Company ("Borrower"). The Trustee is Clint Schukei ("Trustee"). The Beneficiary is the City of Hastings, Nebraska, a Municipal Corporation, ("Lender"). Borrower owes Lender the principal sum of One Hundred Thousand Dollars (\$100,000.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"), which provides for payment five (5) years from date of the Note unless Borrower meets requirements or other conditions for forgiveness under the City of Hastings CDBG Downtown Revitalization Façade Forgivable Loan Program. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under Paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in Adams County, Nebraska:

Lot Three (3), Block Twenty-Seven (27), Original Town, now City of Hastings, Adams County, Nebraska, according to the recorded plat thereof.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Taxes and Insurance. There is no requirement under this Deed of Trust for the payment into an escrow account of taxes and insurance premiums on the Property.

3. Applications of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance in the minimum amount of the original indebtedness secured hereby. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of said premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Lender. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end, the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of Property or Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If

Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If the power of sale is invoked, Trustee shall record a notice of default in each county in which any part of the Property is located and shall mail copies of such notice in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. After the time required by applicable law, Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the

time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Upon receipt of payment of the price bid, Trustee shall deliver to the purchaser Trustee's deed conveying the Property. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein, Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, Trustee's fees as permitted by applicable law and reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

20. Lender in Possession. Upon acceleration under Paragraph 19 or abandonment of the Property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recording costs and the cost of preparation of the Deed of Reconveyance.

22. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

23. Request for Notices. Borrower requests that copies of the notices of default and sale be sent to Borrower's address which is the Property Address. Notices to Lender shall be sent to City of Hastings, 220 North Hastings Avenue, Hastings, Nebraska.

24. Riders to this Security Instrument. If one or more riders listed below are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. Other riders executed are: None.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

CORNER BUILDING, LLC, a Nebraska Limited Liability Company

By _____
David Rippe, Manager

STATE OF NEBRASKA)
) ss
COUNTY OF ADAMS)

On this _____ day of _____, 202__, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came David Rippe, to me known to be the identical person whose name is subscribed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal at Hastings, Nebraska in said county, the date aforesaid.

Notary Public

REQUEST FOR RECONVEYANCE

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Date: _____

PROMISSORY NOTE

Amount: \$100,000.00

_____, 2022

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CORNER BUILDING, LLC, a Nebraska Limited Liability Company, (the “Company”) hereby promises to pay to the order of the City of Hastings Nebraska (the “City”), the principal sum of One Hundred Thousand Dollars (\$100,000.00) in accordance with the terms hereof. This principal sum was received by the Company as a benefit under the City of Hastings CDBG Downtown Revitalization Façade Forgivable Loan Program (the “Program”) for façade improvements made to the Company’s real property located at 701 W. 1st Street and 711 W. 1st, Hastings, Nebraska.

The principal amount under this Promissory Note shall be due and payable five (5) years from date of this Promissory Note unless the Company meets the Program requirements or other conditions for forgiveness, including a requirement that the improvements remain intact on the building in its approved design and colors for a minimum period of five (5) years from the date of completion, in which case, this obligation shall be forgiven. The Company understands that changes to the improvements prior to five (5) years may trigger repayment of the amounts due hereunder.

In the event that the principal amount set forth in this Promissory Note shall become due and payable, the amount due shall be calculated by taking the original benefit amount of One Hundred Thousand Dollars (\$100,000.00) and reducing that sum on an equal annual basis over a five (5) year period from the date of this Promissory Note. The effect of this provision is that for every year passing from the date of this Promissory Note (rounded down to the nearest whole year), the amount to be repaid pursuant to the provisions of this paragraph will be reduced by Twenty Thousand Dollars (\$20,000.00).

All payments hereunder shall be payable in lawful money of the United States of America which shall be legal tender for public and private debts at the time of payment.

CORNER BUILDING, LLC,
a Nebraska Limited Liability Company

By _____
David Rippe, Manager

Remove remaining window
frames & prep openings
for new windows

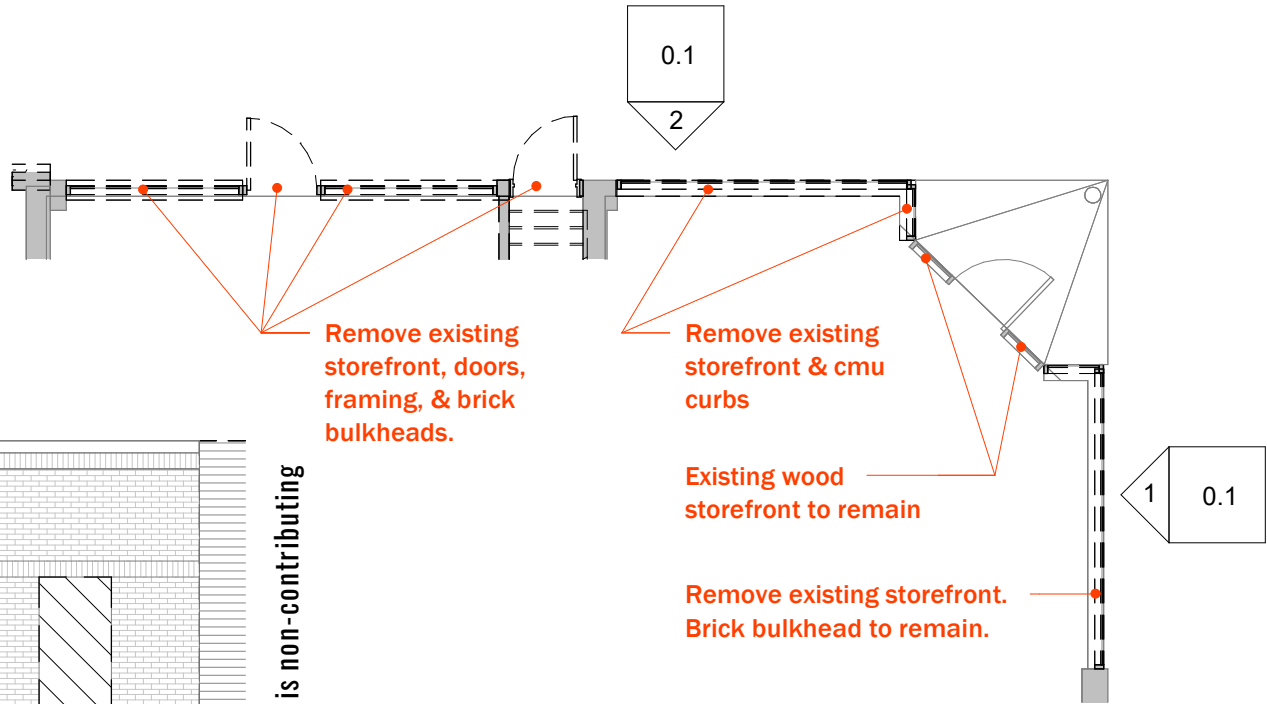
Remove door & transom

Remove plywood & infill framing from
transom openings

Existing wood sidelites to remain

Remove existing aluminum storefront

1 Existing Elevation - East
1/8" = 1'-0"



Remove remaining window frames & prep
openings for new windows

Remove plywood & infill framing from
transom openings.

Existing wood sidelites to remain

Remove existing storefront & curb

Adjacent Building is non-contributing

Remove all storefront,
framing, doors, & brick
bulkheads.

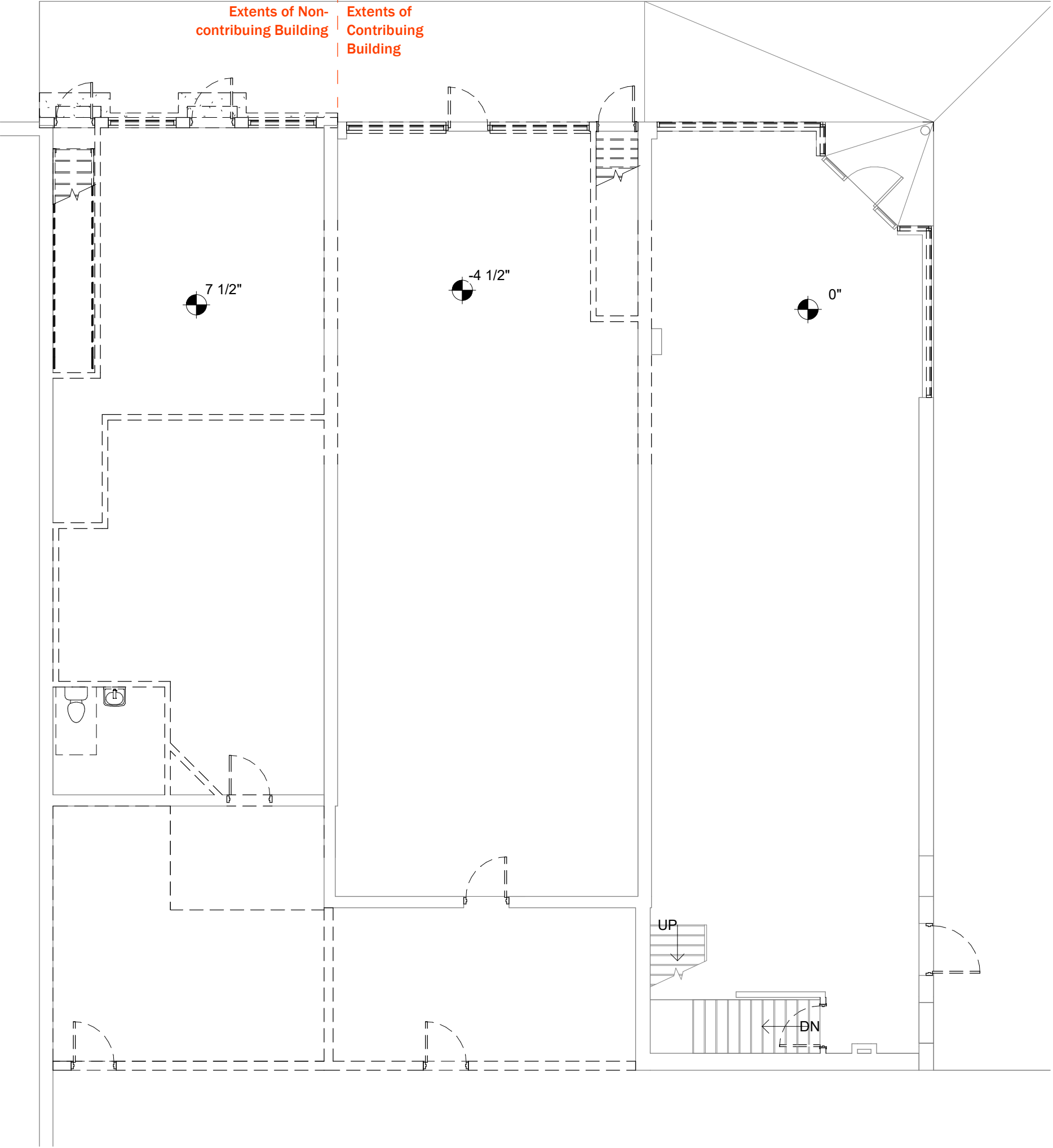
11 Storefront Demolition Floor Plan
1/8" = 1'-0"

2 Existing Elevation - North
1/8" = 1'-0"

0.1

Existing Elevations

SCALE: 1/8" = 1'-0"



Goodlife
Architecture

PROJECT:
Queen City - First & Hastings

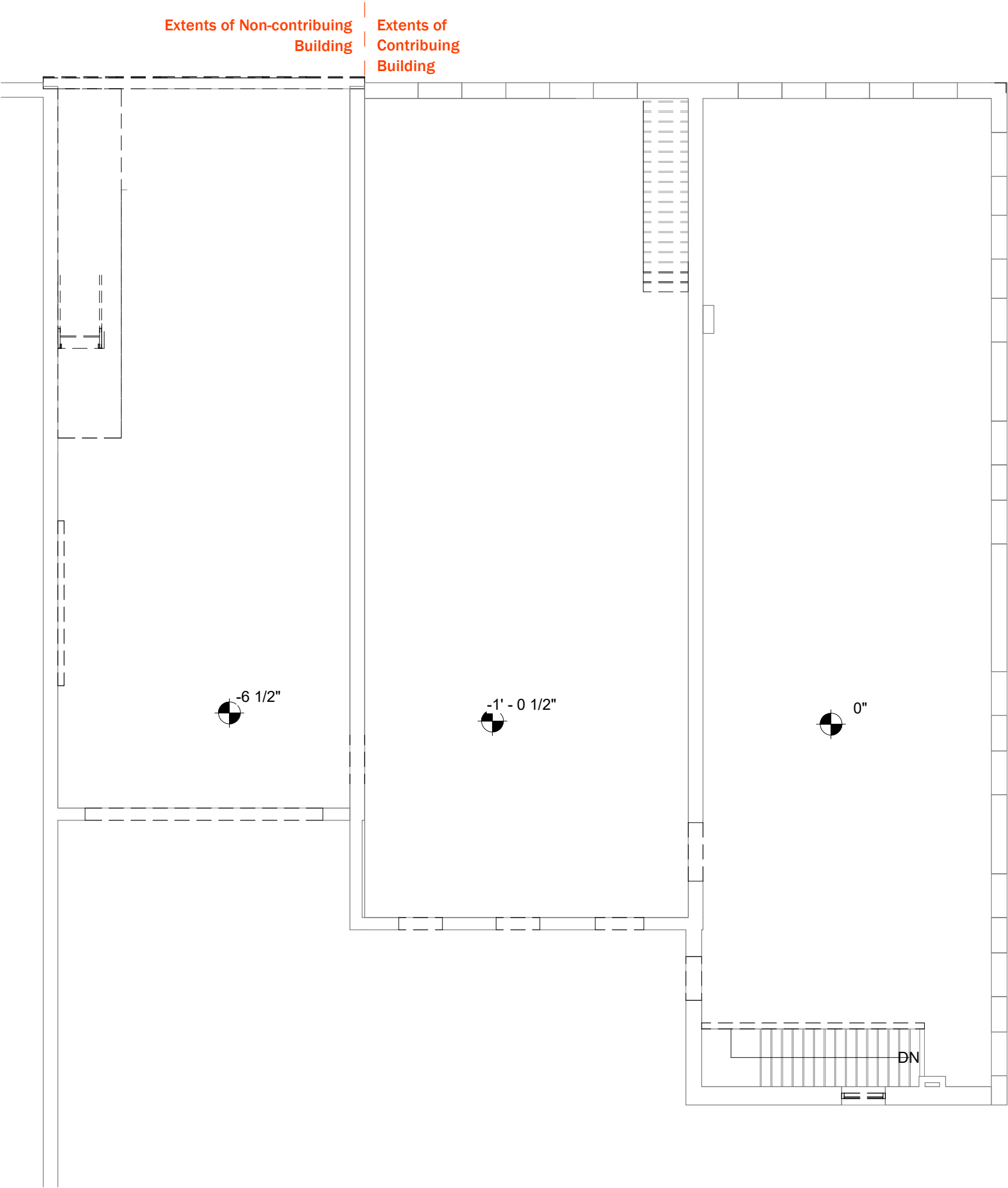
DATE: 9/14/22
PROJECT NO 2207

0.3

Existing First Floor Plan

SCALE: 1/8" = 1'-0"

NOT FOR CONSTRUCTION



NOT FOR CONSTRUCTION

0.4

Existing Second Floor Plan

SCALE: 1/8" = 1'-0"

Infill openings w/
aluminum storefront

New storefront door
& transom in
existing opening

New Gerkin 5900 single hung
aluminum windows, typ.

New building signage

Reuse existing eyelets in brick to
support new aluminum canopy

New aluminum storefront transom

Paint existing corner column

New aluminum storefront
on existing knee wall

1 Proposed East Elevation
1/8" = 1'-0"

General Notes:

1. Verify all existing conditions and dimensions prior to procuring and fabricating materials.
2. All exterior wood components to be cedar, fir, or equivalent rot-resistant species. Paint w/ oil based enamel paint.
3. All interior trim to be poplar. Prime & paint with semi-gloss latex enamel paint.
4. New aluminum storefront components and brake metal to be prefinished in baked-on black 70% PVDF paint. Anodized finishes are not acceptable. Storefront glass to be 1" insulated, double-glazed units with clear, low-e glass. All storefront components, including doors, to be thermally broken.
5. New windows to be black in/out w/ clear low-e insulated glass.

New single hung aluminum
windows, typ.

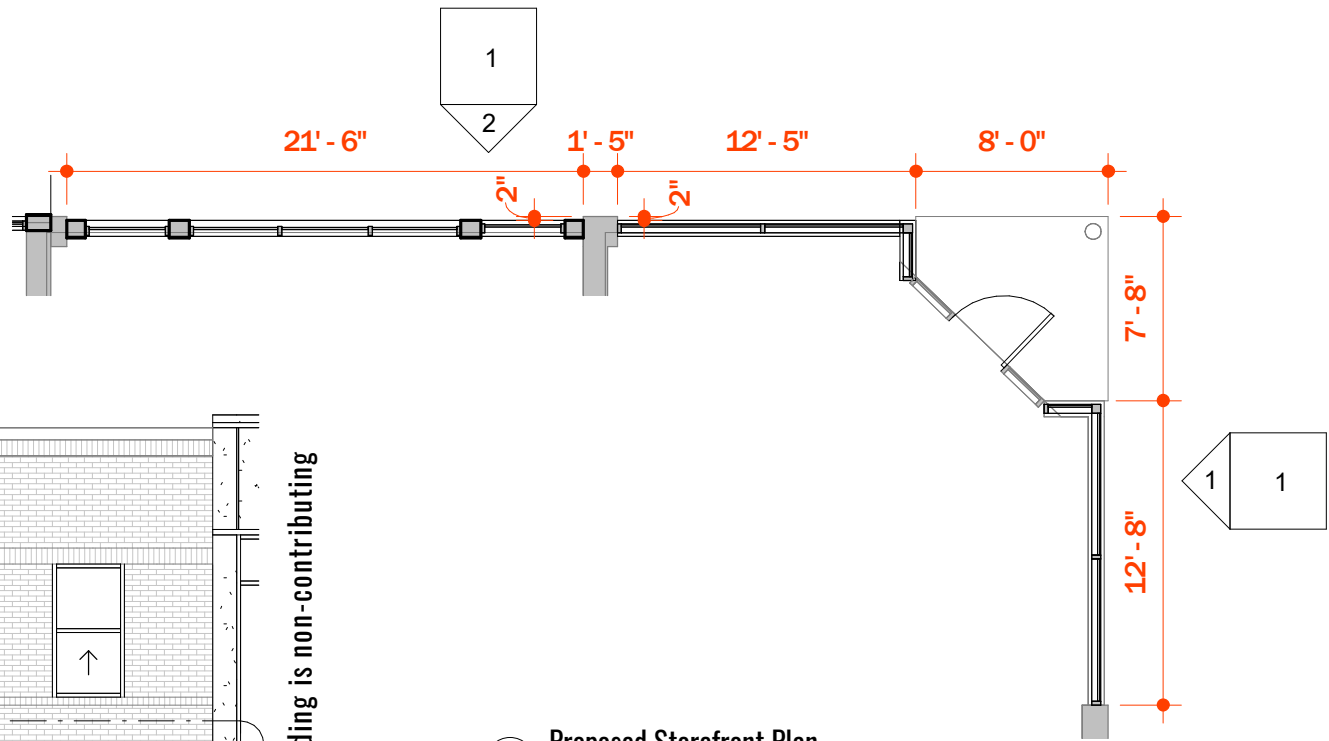
New building signage

New aluminum canopy

Adjacent Building is non-contributing

See enlarged elevation.

2 Proposed North Elevation
1/8" = 1'-0"



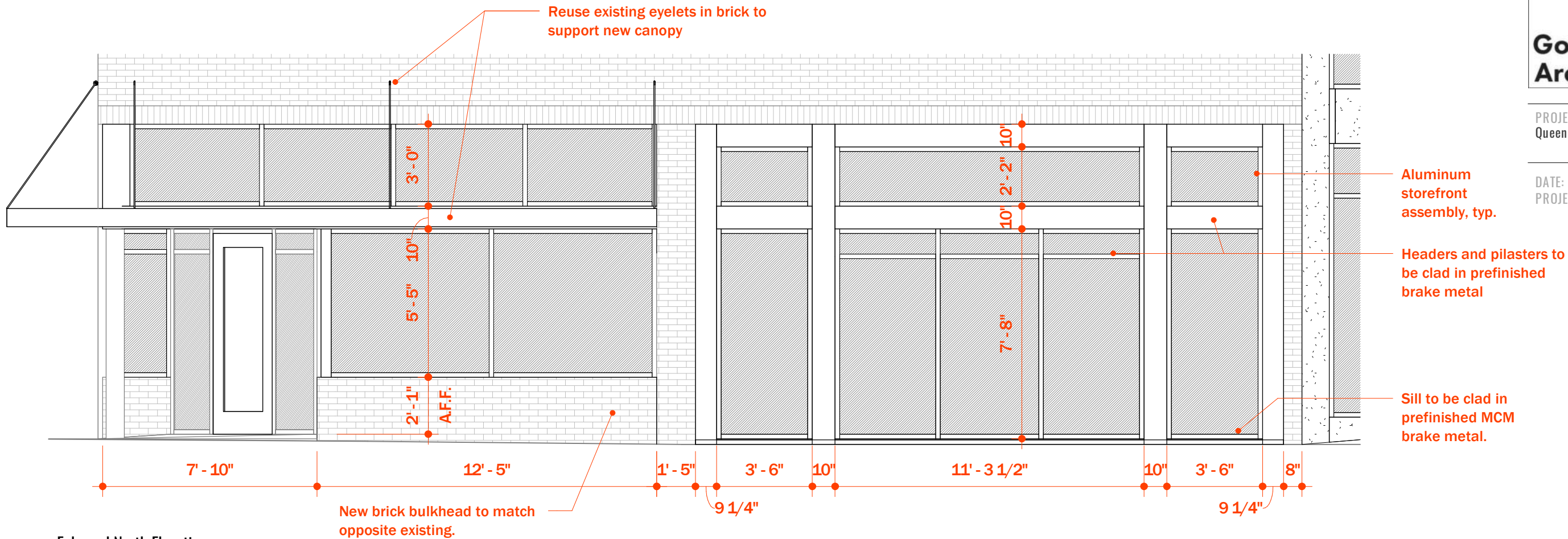
3 Proposed Storefront Plan
1/8" = 1'-0"

NOT FOR CONSTRUCTION

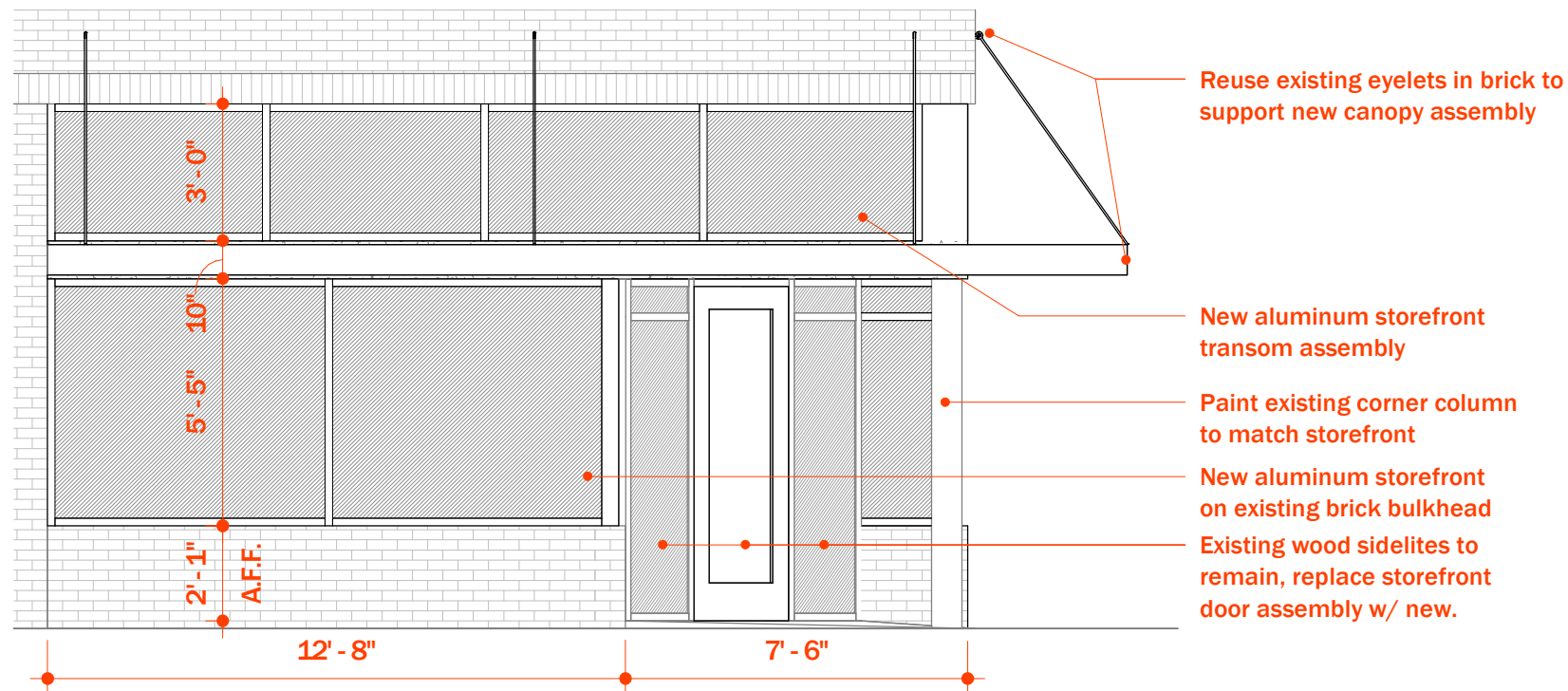
1

Overall Elevations

SCALE: 1/8" = 1'-0"

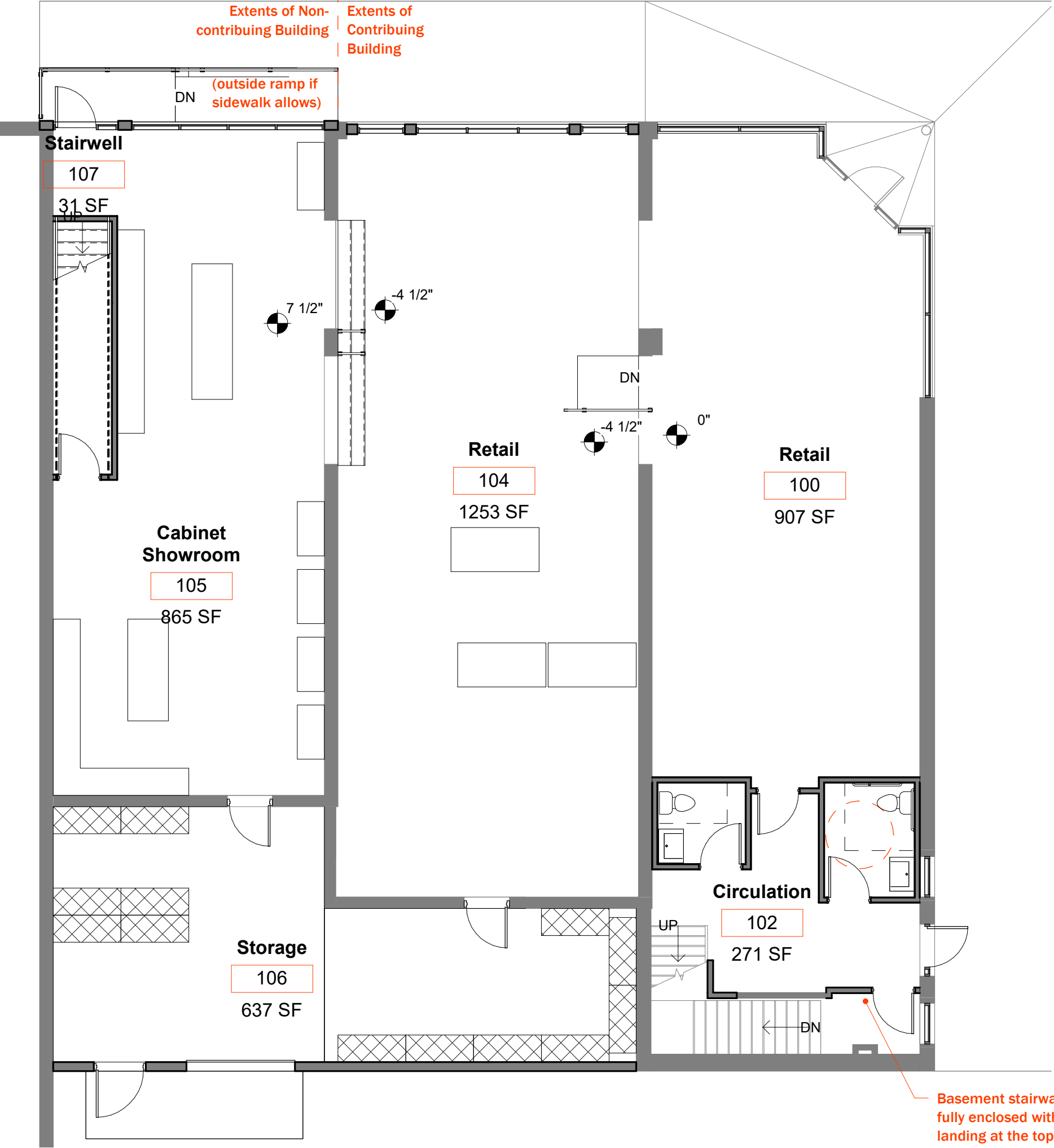


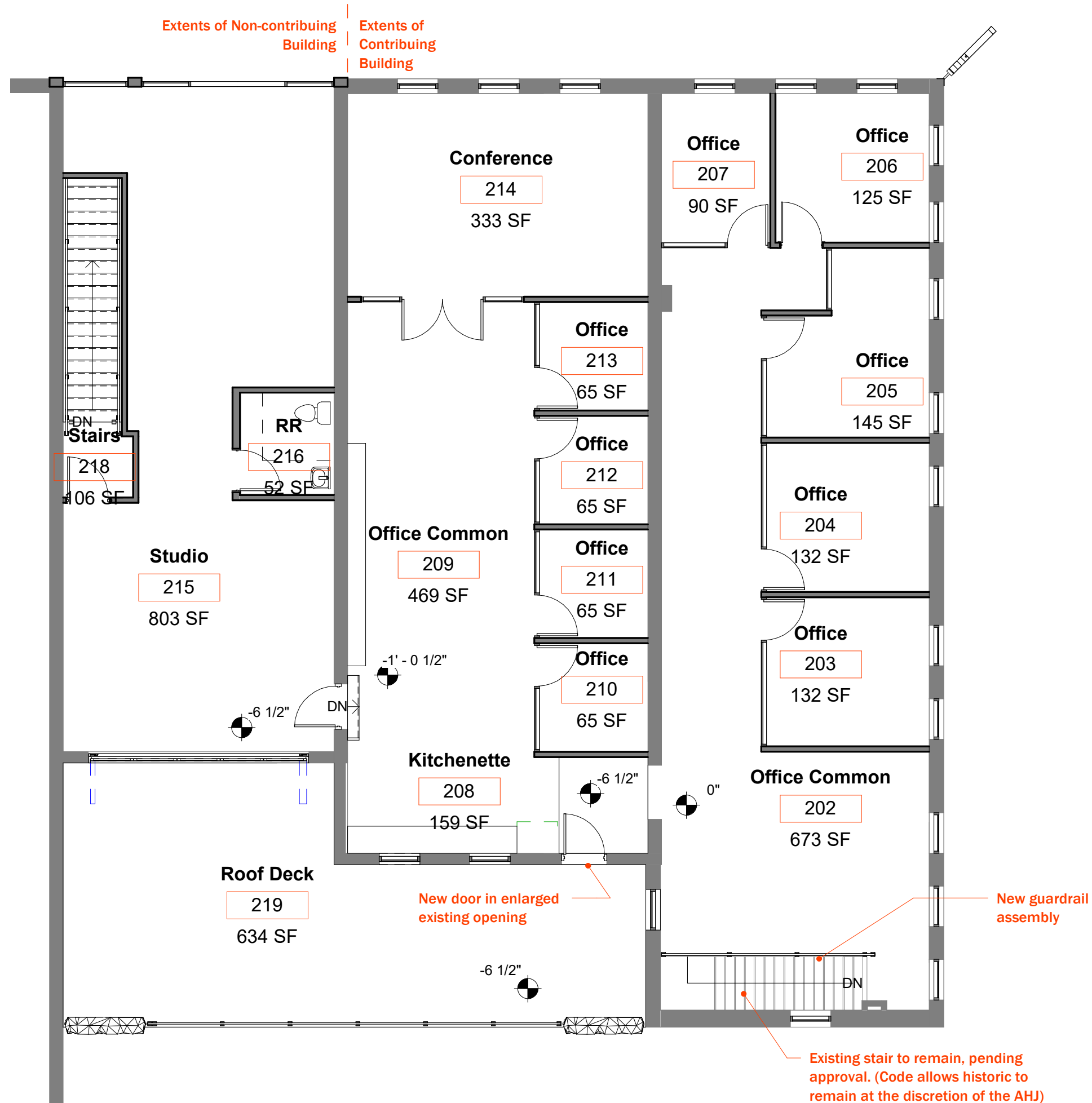
1 Enlarged North Elevation
1/4" = 1'-0"



2 Enlarged East Elevation
1/4" = 1'-0"

NOT FOR CONSTRUCTION





NOT FOR CONSTRUCTION



**Goodlife
Architecture**

PROJECT:
Queen City - First & Hastings

DATE: 08/31/22
PROJECT NO 2207

Cardinal Construction LLC

202 W. Pine St.
Doniphan, NE 68832

Mike Hollister
Office

308-379-3338
402-845-2075

Estimate

Name / Address
Corner Building LLC 202 W Pine Street Doniphan, NE 68832

Date	Estimate #
7/12/2022	820

Project

Description	Total
Cardinal Construction LLC proposes to provide the labor, materials, equipment, and subcontractors necessary for work on the facade on the north and east sides of the Corner Building and old Sod Busters building. Work will include the following:	0.00
SECTION 100: PERMITS, ARCHITECT, DRAFTING, ENGINEERING	0.00
101 - BUILDING PERMIT	1,500.00
SECTION 200: PREP WORK, EXCAVATION, CONCRETE, MASONRY	0.00
201 - DUMPSTERS & DISPOSAL	1,000.00
202 - PORTABLE TOILET(S)	350.00
203 - LABOR FOR DEMO & DISPOSAL	3,500.00
209 - MASONRY	3,000.00
SECTION 300: FRAMING, SIDING, SOFFIT, FASCIA, GUTTERS	0.00
301 - FRAMING MATERIAL	3,000.00
302 - LABOR FOR FRAMING	4,000.00
SECTION 400: EXTERIOR FINISH	0.00
403 - WINDOWS	15,000.00
404 - LABOR FOR WINDOWS	7,000.00
408 - STORE FRONT GLASS	60,000.00
SECTION 1400: CARDINAL CONSTRUCTION EXPENSES	0.00
1401 - CARDINAL LABOR	2,500.00
1403 - CARDINAL EQUIPMENT	5,000.00
1404 - CARDINAL GENERAL CONTRACTING	6,000.00
1405 - CARDINAL PROFIT & OVERHEAD	6,000.00
UNFORESEEABLE PROBLEMS AND CHANGES	0.00
Any unforeseeable problems or changes will be over and above the bid price stated below and will be billed out at \$65 per man per hour, plus 10% markup on all necessary materials, subcontractors, and equipment.	0.00
Total	

**202 W. Pine St.
Doniphan, NE 68832**

308-379-3338
402-845-2075

Date	Estimate #
7/12/2022	820

Name / Address
Corner Building LLC 202 W Pine Street Doniphan, NE 68832

Project

Page 2

**MINUTES OF THE DOWNTOWN
REVITALIZATION REVIEW/ADVISORY COMMITTEE
CITY OF HASTINGS, NEBRASKA
August 21, 2022**

On August 21, 2022, an application for CDBG DTR funding was received from Queen City Development for a facade project on the buildings located at 701 and 711 W. 1st Street. The group is proposing to install new upper-level windows, and new storefront windows on the north and east side of 701 W. 1st. At 711 W. 1st, the group would create a more modern facade (see attached concept drawings). The development team intends to redevelop the existing buildings at 701-711 W 1st Street into main-level retail space and second-level office space. The intended tenants for the first floor are Queen City Interiors and Cardinal Cabinets and the intended utilization of the second floor is a multi-office professional space. Estimated costs for the total project are \$1,000,000 and the group is seeking \$100,000 in CDBG Facade Funding.

Plans have been submitted to the State Historic Preservation Office (SHPO) for review. The project certainly meets our "bang for the buck" criteria and if the Committee is supportive of the project, it would be forwarded to the City Council for review. The \$100,000 facade loan will be forgiven if the facade improvements are kept in place for a 5-year term. To ensure compliance with the guidelines, a 2nd mortgage in the amount of the loan will be filed on the property.

Note - The State Historic Preservation Office (SHPO) representative will conduct a site visit and has a list of concerns that the developer will have to address. The project is subject to final approval by SHPO.

The application along with concept drawings, floorplan drawings, and construction estimates were reviewed by committee members. The project includes the renovation of the north and east façade of 701 W. 1st and the renovation of the north facade of 711 W. 1st including all new windows, doors, and storefronts. Projected costs for the facade are \$117,850.

Motion by Kaleena Fong and second by Maggie Esch to approve the request from Corner Building, LLC for \$100,000 of CDBG Downtown Revitalization funds to assist with the facade projects at 701 and 711 W. 1st Street.

Ayes: Bob Murphy, Kaleena Fong, Maggie Esch, Jamey Hamburger, Jessie Hoeft
Nays: None

Respectfully submitted,

Randy Chick, CRA Director

Department: Engineering
Staff Contact: Lee Vrooman
Council Meeting Date: 11/28/2022

AGENDA ITEM SUMMARY SHEET

Description of Item:

Approval of the Agreement for Animal Sheltering Services between Heartland Pet Connection and the City of Hastings

Names of People/Business affected by this action:

City of Hastings, Heartland Pet Connection

Why Council action is required:

Council approval is required

Type of action requested:

Motion

Suggested motion:

Motion to approve the Agreement for Animal Sheltering Services between Heartland Pet Connection and the City of Hastings

Deadlines associated with action:

Department head comments:

Bids were received on November 17th for Animal Sheltering Services. There was only one bidder, Heartland Pet Connection. Their bid met all the requirements of the RFP.

Staff recommends award of the contract to Heartland Pet Connection for the amounts listed in the agreement.

City Administrator comments:

CITY OF HASTINGS
ANIMAL SHELTERING SERVICES
PROPOSAL + NOVEMBER 17, 2022





**KIM JACOBITZ, CITY CLERK
CITY OF HASTINGS, NEBRASKA
220 N HASTINGS AVENUE
HASTINGS, NE 68901**

Dear Kim:

Heartland Pet Connection (HPC) submits the following proposal for animal control/sheltering services to the City for their consideration. HPC does not waive the exclusive option granted to them which was exercised on October 20, 2022 by submitting this proposal. HPC has worked hand-in-hand with the City for the past 20 years providing quality animal control/sheltering services. HPC's mission is to treat animals with the dignity and care they deserve and to maintain a facility that far exceeds the minimum requirements of an animal control shelter. That mission is embodied by our dedicated staff which seeks to continually improve its services for the benefit of each animal. The City and HPC have benefited from their long-term commitment with each other. HPC has continually made improvements to its facility in reliance on the City's long relationship with HPC with the idea that this commitment would continue long into the future. The City has benefited (along with its residents) from HPC using private donations to improve their facility and services provided. See, attached list of improvements. HPC has voluntarily made all improvements without asking the City for any funding. Again, with the idea that HPC and the City would continue with this commitment to each other.

This relationship started with the formation of Wonderful Animals Great Space and WAGS as the fund-raising arm of the project that would become HPC. During this time, WAGS paid for basic vaccinations, health exams as well as many spays and neuters for the animal residents of the old shelter, which were not being provided by the City before this time. Animal Clinic and Companions Choice (aka: Family Pet Health Care) provided the vet service, all in hopes of increasing adoptions. Both clinics are still contracted with HPC 22 years later.

WAGS and The ZONE, a YWCA after-school program located at the new police station, began a dog obedience training program during this period. ZONE kids would act as trainers while some of the dogs used in the program came from the old shelter, in hopes that this training would increase adoptability of the dogs. A close working partnership grew between all agencies involved. Chief Thoren and Patricia C. Pratt, ZONE Director, were awarded a \$50,000 Police Department grant for the furthering of these types of partnering/mentoring programs. During this time, regular shelter cleaning and grooming took place when the weather permitted by WAGS volunteer staff. It was discovered at some point that too much bleach was being used after one of the dogs, Charlie, developed welts and boils. An incredible amount of spiders was also found at one of the first cleanings done by WAGS, which was contributing to the welts found on the animals.

The City desperately needed a new shelter, so WAGS mobilized. WAGS was gifted land where the current facility is located on Highway 6. WAGS had raised \$200,000 to build the shelter on the site across from the police station before the council's decision to award that area to the Chamber. It would cost \$500,000 to build a new building on Highway 6 which would act as the de facto city animal shelter and be operated by HPC. The City co-signed a loan for an additional \$300,000. And the official partnership between the City and HPC started. The project was completed in a little over one year.

Heartland Pet Connection became fully operational October 1, 2004, with the transfer of the animals from the old shelter. Four days were used to iron out the bumps and give the animals' proper time to adjust to their new environment. HPC officially opened to the public on October 4, 2004.

In over seventeen years the usage fee paid to Heartland Pet Connection by the City of Hastings has only been raised once. It was increased in 2013 to \$4,333.37/monthly or \$52,000/yearly. It remains the same today.

Heartland Pet Connection is not the same shelter that it was when it first opened. Continuing education and being willing to change while always following approved animal sheltering protocols, has given HPC a track record to be proud of. Doug Zereck, the Department of Agriculture Inspector, (who first inspected HPC September, 2004 before HPC could open), refers to Heartland as "the gold standard of sheltering." In all these years HPC has never been cited for any infractions. HPC has assisted Doug with many emergency placement situations.

All medical protocols and medical procedures are set by HPC's contracted clinics. Twenty-four-hour care is available and responsive to officer needs. HPC has an indoor drop off location for the animal officers, which is particularly important when handling dangerous animals.

Respectfully,

A handwritten signature in black ink, appearing to read "Jake Klabenes", with a stylized, flowing script.

JAKE KLABENES

BOARD PRESIDENT

SCOPE OF SERVICES

QUALIFICATION AND EXPERIENCE

Heartland Pet Connection (HPC) is the “gold standard” when it comes to animal sheltering services according to Doug Zarek, Inspector for the Department of Agriculture.

HPC employs between 5 and 15 employees at any given time ranging from part-time to full-time, with the majority of those employees working on program services, which include: care of animals, sanitation of animal facilities, and working with members of the public to reclaim lost pets or adopt new pets. We have placed a significant amount of time and resources in assembling the team and facility for the care of animals. We work extremely hard to maintain the same level of care for all animals that enter our facility and have worked with licensed veterinarians over the years to adjust the care plan that we apply to each animal.

Our shelter manager, Jennie Theesen, has been involved with HPC since the beginning (20 plus years), starting as a volunteer. She is a leading voice of education in the community for the animals in our care and helps put on programs with area groups to enhance our mission of education in the community. She has taught dog obedience classes with Central Community College for over 20 years and has been involved with the 4-H dog program since her youth and continues to teach today. She is just one member of our animal assessment team that ensures that the animals being adopted find the right home by identifying behavior traits and tendencies to inform potential families about the pet. Additional assessment members have completed behavior training courses to complete our team’s experience.

FACILITY LICENSE

HPC is currently licensed by the Nebraska Department of Agriculture for providing control and shelter services to the City of Hastings. No other facility is licensed to provide this to the City per the Nebraska Department of Agriculture at this time. The license is attached as **Appendix A**. We annually renew our license with the Nebraska Department of Agriculture, but they no longer send a new copy of the license. A copy of our most recent renewal application to the Nebraska Department of Agriculture to operate as an animal shelter is attached as **Appendix B**. HPC has a proven history of complying with licensing requirements and inspections as evidenced by copies of our inspection reports attached as **Appendix C**. In accordance with regulations surrounding routine inspections, HPC has received an acceptable rating, which is the highest rating given from the Department of Agriculture. Inspection reports are public record and are available here: <https://ecmp.nebraska.gov/AGR-DCPAV/AGRPV.aspx>. The inspection report shows an “OK” response for exercise method, as that indicates we have an approved exercise method plan. This is the only acceptable answer to this criteria.

CURRENT VETERINARY CARE PLAN REQUIRED BY NEBRASKA DEPARTMENT OF AGRICULTURE

HPC has worked with Doug Schwenka, DVM of Animal Clinic and Victoria Winfield, DVM of Companions Choice Animal Hospital to develop a veterinary care plan that meets or exceeds the requirements of the Nebraska Department of Agriculture. The most recent update to our veterinary care plan is attached as **Appendix D**. We have included 2 plans from Companions Choice due to their recent physical location move to show our compliance with keeping our plans up to date.

MAINTAIN ACCURATE LOG OF ANIMALS

HPC maintains accurate records on each animal that enters our facility. Records on each animal includes the current and past status (impounded, claimed, adopted, or euthanized) of each animal brought in by either a member of the City of Hastings Police Department or a resident of the City of Hastings. These records are maintained by our shelter and are inspected by the Nebraska Department of Agriculture during the required inspections and have been found acceptable. This information is available to appropriate City staff during normal business hours.

ANNUAL REPORTING

HPC agrees to provide an annual report to the City Council in October of each year detailing the number of animals brought into the facility by the City (police and/or residents) by kind and on the income received from sheltering these animals. HPC has performed this task before and has done so at the Council's request.

COMPENSATION

The City of Hastings has paid Heartland Pet Connection \$50,000 per year from 2004 to 2012, and \$52,000 per year since 2012 with no annual increases. Since 2009, Heartland, annually, has received an average of 670 animals from the City. That 670 includes the average of 480 animals brought in per year by animal control, plus the additional animals brought in by city residents. That means the City pays on average \$77.61 per animal. Heartland also charges impound fees as follows:

- 1st offense--\$40
- 2nd offense--\$50
- 3rd offense--\$60
- 4th offense--\$70

Heartland recently negotiated a new contract with Adams County for \$7,000 per year, up from \$5,000. Since 2009, Heartland annually has received an average of 53 animals from the County which equals \$132.07 per animal, after the increase to \$7,000 per year.

The contract Heartland has with the City and the impoundment fees charged by Heartland do not equate with what other shelters located in similarly sized communities in Nebraska or with what the County pays per animal. See, **Appendix E**. Heartland should receive an amount commiserate with surrounding shelters and with what the County is paying per animal. As such, Heartland proposes the following:

Based on the proposed contract included with the RFP, HPC proposes the following compensation schedule from January 1, 2023, through September 30, 2028:

SERVICE	FEE
Animal Shelter Services from January 1, 2023, to September 30, 2023	Annual \$58,000 (\$86.57 per animal) 9 Month Period \$43,500 Monthly \$4,833.33
Animal Shelter Services from October 1, 2023, to September 30, 2024	Annual \$64,000 (\$95.52 per animal) Monthly \$5,333.33
Animal Shelter Services from October 1, 2024, to September 30, 2025	Contract Price for 10/1/23-9/30/24 adjusted by "Consumer Price Index for all Urban Consumers: all items, not seasonally adjusted" (CPIAUCNS)
Animal Shelter Services from October 1, 2025, to September 30, 2026	Contract Price for 10/1/24-9/30/25 adjusted by "Consumer Price Index for all Urban Consumers: all items, not seasonally adjusted" (CPIAUCNS)
Animal Shelter Services from October 1, 2026, to September 30, 2027	Contract Price for 10/1/25-9/30/26 adjusted by "Consumer Price Index for all Urban Consumers: all items, not seasonally adjusted" (CPIAUCNS)
Animal Shelter Services from October 1, 2027, to September 30, 2028	Contract Price for 10/1/26-9/30/27 adjusted by "Consumer Price Index for all Urban Consumers: all items, not seasonally adjusted" (CPIAUCNS)

We also understand that as the Contractor, we are to keep all fees charged in accordance with the fee schedule related to impoundment of animals.

ADDITIONAL INFORMATION

Per our reading of the proposed contract, HPC provides the following additional information for the committee's information.

Proposed Fee Schedule – **Appendix F**

As these situations can be complex, we thought it would be useful to include an example scenario showing how the impound fees are calculated.

If the City of Hastings Community Service officer brings us an animal that they pick up off the streets of the city, and the animal has never been to our facility before for reclamation, the owner of the animal has 24 hours to pick up the animal to only be charged \$40. If the owner is unable to reclaim their lost pet within 24 hours, but claims the animal up 3 days after the animal has been brought into our facility, the owner will be charged \$40 for impoundment and \$40 for additional boarding (which is the \$20 per day boarding fee for 2 days) plus applicable taxes as we are providing food and water, shelter, cleaning of their kennels, and exercise with our staff.

If the City of Hastings Animal Control officer brings us an animal that has bitten someone on the day of the bite, the animal must remain in our care for 10, 24 hour periods for monitoring. As bite cases are automatically classified as dangerous, the staff must house the animal in a quarantine area in our facility. These animals are fed, watered, and their kennel cleaned just as the other animals in our care, but cannot be comingled with the other animals. In this instance, the owner will have a fee of \$300 for the boarding and \$90 for the rabies vaccination plus applicable taxes.

If the City of Hastings Community Service officer brings a pet in that has emergency medical needs, such as they need emergency surgery as they were hit by an automobile, the animal needs transported to the vet clinic that is on call for the day. When the animal has recovered sufficiently and has not been reclaimed by its owner at the vet clinic, the animal is transported back to our facility for the reclamation time period. In this instance, the owner will have a fee of \$300 for the boarding, \$90 for the rabies vaccination, plus applicable taxes, all to be paid prior to the release of said animal. The rabies vaccination must be completed at the end of the quarantine period by a contracted veterinarian with HPC and city license obtained prior to release per Hastings City Code Chapter 10.

Insurance Coverage – **Appendix G**

Heartland Pet Connection Proposal
Appendix A – Current Shelter License



LICENSE NUMBER: AD62
DATE ISSUED: 8/21/2015

STATE of NEBRASKA
DEPARTMENT of AGRICULTURE
ANIMAL & PLANT HEALTH PROTECTION

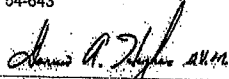
NEBRASKA COMMERCIAL DOG AND CAT OPERATOR INSPECTION ACT

Animal Shelter
FACILITY LICENSE

Heartland Pet Connection
Hastings Animal Shelter Jennie Theesen
1807 West J St., PO Box 2162
Hastings, NE 68901

Name of Facility: Heartland Pet Connection

THE ABOVE FACILITY HAS PAID THE APPROPRIATE FEES AND HAS BEEN ISSUED THIS LICENSE TO OPERATE AS A COMMERCIAL FACILITY
PURSUANT TO Neb. Rev. Stat. §§54-625 to 54-643


Dennis A. Hughes, DVM, Nebraska State Veterinarian

Heartland Pet Connection Proposal
Appendix B – Renewal Application

NEBRASKA

Good Life. Great Roots.

DEPARTMENT OF AGRICULTURE

We accept Visa, Master Card, and Discover
Make checks payable to Nebraska Department of Agriculture
Annual fees due on or before: October 1, 2022

ANIMAL CONTROL AND ANIMAL SHELTER FACILITY
ANNUAL FEE FORM
AND CONTACT INFORMATION UPDATE

AD62
Hastings Animal Shelter Jennie Theesen
PO Box 2162
Hastings, NE 68901

Please indicate any changes to the information specified in the above mailing label by drawing a line through the incorrect information and writing in the correct information below. This form must be completed, signed, dated and returned with the annual fee payment.

Address (if different from the mailing address above):		
Home phone: 402-463-8695	Cell phone: 402-984-3782	Fax:
Work phone: 402-462-7387	E-mail address: heartlandpetconnection@gmail.com	
1. Annual Fee: An Animal Control Facility or Animal Shelter Facility shall be charged an annual fee (§54-627(3) (a)). ANNUAL FEE IS BASED ON THE FOLLOWING (please list correct number below): Daily average number of dogs or cats <u>harbored</u> over the previous 12-month period? <u>38</u> <i>*Harbor means providing shelter or housing for a dog or cat regulated under the act; OR maintaining the care, supervision, or control of a dog or cat regulated under the act.</i>		

ANNUAL FEE SCHEDULE

10 or fewer	dogs or cats, annual fee	\$175
11-50	dogs or cats, annual fee	\$225
51-100	dogs or cats, annual fee	\$275
101-150	dogs or cats, annual fee	\$325
151-200	dogs or cats, annual fee	\$375
201-250	dogs or cats, annual fee	\$425
251-300	dogs or cats, annual fee	\$475
301-350	dogs or cats, annual fee	\$525
351-400	dogs or cats, annual fee	\$575
401-450	dogs or cats, annual fee	\$625
451-500	dogs or cats, annual fee	\$675
More than 500	dogs or cats, annual fee	\$2,100

ALL ANNUAL fees NOT paid on or before October 1st of each year, will be assessed a late fee equal to twenty percent (20%) of the annual fee due and payable each month, not to exceed one hundred percent (100%) of such fee. There is a returned check fee of \$30.00 for checks which are dishonored and returned unpaid for any reason.

**Heartland Pet Connection Proposal
Appendix B – Renewal Application**

2. Inspection Hours:

To reasonably allow the Department to perform inspections, your normal business hours must include at least ten hours per workweek (Monday – Friday) over two consecutive days. Exceptions may be granted after prior approval from the Department for unusual situations. Any change to your normal business hours or phone number must be immediately reported, in writing, to the Department.

☒ Monday 8:00-5:30 ☒ Tuesday 8:00-5:30 ☒ Wednesday 8:00-5:30 ☒ Thursday 8:00-5:30
☒ Friday 8:00-5:30 ☒ Saturday 8:00-2:00 ☒ Sunday Closed

3. Pursuant to § 54-628(4), the licensee shall provide the Nebraska Department of Agriculture (NDA), in writing, and keep updated if there is any change, a telephone number where the operator can be reached during normal business hours.

The licensee shall provide a person who is over the age of 19 to be available at the operation for the purpose of allowing NDA to perform an inspection.

Name of person if you are unable to be reached: Penny Pratt Phone: 402-751-2712

4. Do you operate more than one type of licensed activity? If so, please list the additional type of licensed activity: NO

If you operate one or more licensed activities at two separate locations, a separate license and license fee is required for each location.

5. I certify that I have not plead guilty, no contest, or have been convicted of any violation of any state or federal law on the disposition or treatment of dogs or cats. The information contained within this application is true and correct to the best of my knowledge.

Licensee Signature: Jean Thelton

Date: 9/7/22

List any person or persons (if any), in addition to the above signatory, who is authorized to receive official notices and orders from NDA:

Name

Address, if different from above

CDC 204.doc

This form is to be completed and returned with the required fees to:

**Nebraska Department of Agriculture
Animal and Plant Health Protection
P.O. Box 94668
Lincoln, Nebraska 68509**

S:\Shared\APHP\Support Staff SOP's\Dog & Cat\Annual Fee Docs\merge docs\updated\AnnualFee3AnimalControl-Shelter(2)a.doc_Merge.doc

Heartland Pet Connection Proposal
Appendix C – Inspection Report

Animal Control, Shelter, and Boarding Kennel Inspection Report

NEBRASKA

Good Life. Great Roots.

DEPARTMENT OF AGRICULTURE

| Animal and Plant Health Protection

| P.O. Box 94947, Lincoln, NE 68509 | (Office) 402-471-2351

| (Fax) 402-471-6876 | www.nda.nebraska.gov

Facility License # Inspector

AD62 DOUG ZAREK

Date* Purpose* Time In

03/22/2022 ROUTINE 13:00 pm

Facility Name

HEARTLAND PET CONNECTION

Owner Name

HASTINGS ANIMAL SHELTER JENNIE THEESEN

Address

1807 WEST J ST., PO BOX 2162

HASTINGS NE 68901

County

ADAMS

Email



Reason to believe a dog or cat is potentially abandoned or being cruelly neglected, cruelly mistreated, or a violation which may pose a significant threat to the health or safety of any dog or cat. (F)

Dogs # Puppies # Cats # Kittens

11 5 20 0

Dogs observed to be in good condition. Cats observed to be in good condition.

Yes

Yes

To be in compliance on and after

The Nebraska Legislature has determined that the Nebraska Department of Agriculture shall establish an inspection program for applicants and licensees to determine whether the requirements of care of the Commercial Dog and Cat Inspection Act are being met. Each applicant must pass a qualifying inspection before an initial license is issued. All licensed facilities are to be inspected at least one in a twenty-four (24) month period, but most facilities are inspected more frequently to monitor compliance, respond to complaints, or for educational and outreach reasons. Routine, biennial inspections are not scheduled.

The Nebraska Department of Agriculture (Department), through its Commercial Dog and Cat Operator Inspection Program, conducts inspections for the purpose of determining a licensee's compliance with the Commercial Dog and Cat Operator Inspection Act, Nebraska Revised Statutes §§54-625 through 54-643 (the Act), and the regulations cited as, 23 NAC 18.

HUMANE HANDLING, CARE, TREATMENT AND TRANSPORTATION OF DOGS AND CATS, 23 NAC 18-007

Requirement

In Compliance

Heartland Pet Connection Proposal
Appendix C – Inspection Report

01. Adequate Food – 007.01; 007.10; 9 C.F.R.3.9	Yes
02. Adequate Water – 007.01; 007.10; 9 C.F.R. 3.10	Yes
03. Compatible Grouping – 007.02 (D)	Yes
04. Veterinary Care – 007.05; 54–627.01	Yes
05–1. Exercise for Dogs – 007.06	Yes
05–2. Exercise Method – 007.06	OK
06. Employee Requirements – 003.06; 007.07	Yes
07. Pest Control – 007.08 (pests on dog or cat)	Yes

Heartland Pet Connection Proposal

Appendix C – Inspection Report

Primary Enclosures – 54-641; 007.09

Requirements In Compliance

08. Structure and Condition – 007.09 (D) Yes

09. Sanitation – 007.09; 007.10 Yes

10. Tethering – 007.09 (D) Dogs are not tethered. Yes

Tethering is prohibited for use as a primary enclosure.

General Requirements for All Housing Facilities – 007.10

11. Intentionally left blank

12. Design and Construction – 007.10 Yes

13. Waste Disposal Procedures – 007.10 (I) Yes

14. Intentionally left blank

15. Proper Pest Control (Environment) – 007.10 Yes

16. Proper Drainage Method – 007.10 Yes

17. Adequate Shelter and Protection – 007.10(G); 007.09C Yes

18. Storage – 007.10; 9 C.F.R. 3.1 (I) Yes

19. Maintain Proper Ventilation – 007.10(I) (D) Yes

20. Indoor Housing, Heating, Cooling, and Temperature – 9 C.F.R. 3.2 (D) Yes

21. Enclosed or Sheltered Part of Sheltered Housing Facilities – 9 C.F.R. 3.3 (D) Yes

22. Indoor and Sheltered Housing Lighting – 007.11 Yes

23. Outdoor Housing – 007.12 Not Applicable

24. Transportation – 007.13 (D) Not Applicable

Requirements In Compliance

IDENTIFICATION – 008 (I)

25. Identification – 008 (I) Yes

RECORD KEEPING – 010 (Animal Control Facilities and Animal Shelters)

26. Acquisition Records – 010.04 (I) Yes

27. Disposition Records – 010.05 (I) Yes

28. Health Records – 010.06 (I) Yes

Heartland Pet Connection Proposal
Appendix C – Inspection Report

29. Records (Boarding Kennels) – 010.03 (I)

Not Applicable

30. Licensees Restricted in Sales to Dealers – 012 (I)

Not Applicable

Licensees shall not sell to dealers operating within the state who are not licensed under the Act and in accordance with the regulations.

Dogs observed to be in good condition.*

Yes

Cats observed to be in good condition.*

Yes

To be in compliance on and after Time Out

STAT. 54-628 (3) & (4), REQUIRE YOU TO PAY A REINSPECTION FEE OF \$150 PLUS MILEAGE OF THE INSPECTOR WHEN THERE ARE VIOLATIONS REQUIRING A REINSPECTION

Comments

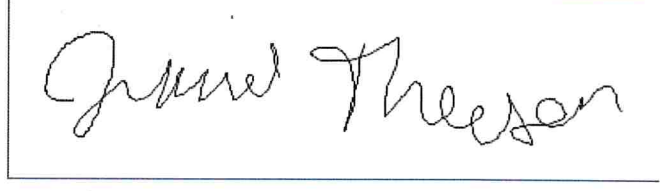
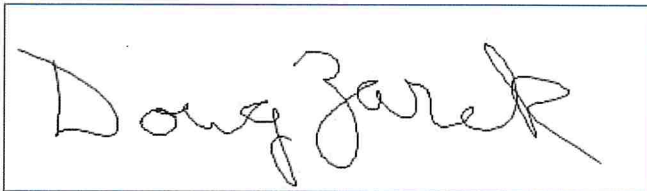
Inspector's Name

DOUG ZAREK

Licensee's Name

Licensee or Representative Signature

Inspector Signature



ANY AREA(S) NOTED AS OUT OF COMPLIANCE NEED TO BE CORRECTED WITHIN THE DATE SPECIFIED BY THE DEPARTMENT. A REINSPECTION MAY BE CONDUCTED TO ENSURE COMPLIANCE.

Reinspection Required*

NO

Photos Taken*

NO

This Inspection is rated as:

ACCEPTABLE

Flagged Violations (F)

0

Direct Violations (D)

0

Indirect Violations (I)

0

Heartland Pet Connection Proposal
Appendix D – Veterinary Plan

NEBRASKA DEPARTMENT OF AGRICULTURE ANIMAL & PLANT HEALTH PROTECTION EMERGENCY VETERINARY CARE PLAN (FOR ANIMAL CONTROL FACILITIES, ANIMAL RESCUES, ANIMAL SHELTERS, AND BOARDING KENNELS)			
A PROGRAM OF EMERGENCY VETERINARY CARE HAS BEEN ESTABLISHED BETWEEN:			
A. LICENSEE		B. ATTENDING VETERINARIAN	
1. NAME <u>Jennie Theesen</u>		1. NAME <u>Doug Schwelka</u>	
2. BUSINESS NAME <u>Heartland Pet Connection</u>		2. CLINIC <u>Animal Clinic</u>	
3. LICENSE/REGISTRATION NUMBER <u>AD 62</u>		3. NE STATE ACCREDITATION NUMBER <u>2385-NE</u>	
4. MAILING ADDRESS <u>1807 West J Street</u>		4. BUSINESS ADDRESS <u>2905 West US HWY 6</u>	
5. CITY, STATE, AND ZIP CODE <u>Harsham NE 68901</u>		5. CITY, STATE, AND ZIP CODE <u>Harsham NE 68901</u>	
6. TELEPHONE (home) <u>402-463-8695</u>	TELEPHONE (business) <u>402-462-7387</u>	6. TELEPHONE (business) <u>402-463-9805</u>	
C. EMERGENCY VETERINARY CARE – DESCRIBE PROVISIONS FOR EMERGENCY VETERINARY CARE: <u>Animal is taken directly to the clinic to be assessed by the on call veterinarian. Veterinarian and shelter manager then discuss palliative care plan unless otherwise advised by veterinarian.</u>			
D. EUTHANASIA-- FOR ANIMAL CONTROL FACILITIES, ANIMAL RESCUES, AND ANIMAL SHELTERS			
1. SICK, DISEASED, INJURED, OR LAME ANIMALS SHALL BE PROVIDED WITH VETERINARY CARE OR EUTHANIZED. EUTHANASIA WILL BE IN ACCORDANCE WITH THE AVMA RECOMMENDATIONS AND WILL BE CARRIED OUT BY THE FOLLOWING: ☒ VETERINARIAN ☐ LICENSEE			
2. METHOD(S) OF EUTHANASIA <u>sedation then IV, Pentobarbital</u>			
Date <u>1-15-19</u>		Signature of Licensee <u>Jennie Theesen</u>	
Date <u>1-15-19</u>		Signature of Attending Veterinarian <u>Doug Schwelka</u>	

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Heartland Pet Connection Proposal
Appendix D – Veterinary Plan

SECTION II: DOGS AND CATS

CHECK IF N/A ☐

A. VACCINATIONS – SPECIFY THE FREQUENCY OF VACCINATION FOR THE FOLLOWING DISEASES

CANINE Feline			FELINE Canine		
	JUVENILE	ADULT	SPECIFY	JUVENILE	ADULT
RABIES					
OTHER (Specify)					
Felice 1.4	First one then boosters 3 weeks then yearly	First one then boosters 3 weeks then yearly	Vanguard plus S Vanguard B (in)	13 weeks every 3 weeks until 20 weeks then yearly	yearly
Nobivac Bb	yearly	yearly			

B. PARASITE CONTROL PROGRAM – DESCRIBE THE FREQUENCY OF SAMPLING OR TREATMENT FOR THE FOLLOWING:

1. ECTOPARASITES (Fleas, Ticks, Mites, Lice, Flies)

Cats - Revolution or Frontline monthly Dogs - K-9 Advantix monthly

2. BLOOD PARASITES (Heartworm, Babesia, Ehrlichia, Other)

Cats - Revolution Dogs - Heartgard plus monthly

3. INTESTINAL PARASITES (Fecals, Deworming)

Strongid

C. DENTAL HEALTH - DESCRIBE MONITORING, PREVENTION, AND TREATMENT PROGRAM FOR DENTAL HEALTH.

Checked and reviewed by veterinarian and follow any advisement

D. EMERGENCY CARE – DESCRIBE PROVISIONS FOR EMERGENCY, WEEKEND, AND HOLIDAY CARE:

Animal is taken directly to the clinic to be assessed by on call veterinarian. Veterinarian and shelter Manager discuss palliative care plan unless otherwise advised by veterinarian.

E. EUTHANASIA

1. SICK, DISEASED, INJURED, OR LAME ANIMALS SHALL BE PROVIDED WITH VETERINARY CARE OR EUTHANAZED. EUTHANASIA WILL BE IN ACCORDANCE WITH THE AVMA RECOMMENDATIONS AND WILL BE CARRIED OUT BY THE FOLLOWING:

☒ VETERINARIAN

2. METHOD(S) OF EUTHANASIA

Sedation then I.V. Pentobarbital

F. ADDITIONAL PROGRAM TOPICS – THE FOLLOWING TOPICS HAVE BEEN DISCUSSED IN THE FORMULATION OF THE PROGRAM OF VETERINARY CARE:

- ☒ Congenital Conditions
- ☒ Quarantine Conditions
- ☒ Nutrition
- ☒ Anthelmintic alteration
- ☐ Other (Specify) _____

- ☒ Exercise Plan (Dogs)
- ☒ Proper Handling of Biologics
- ☒ Venereal Diseases
- ☒ Pest Control and Product Safety
- ☒ Proper Use of Analgesics and Sedatives

Heartland Pet Connection Proposal
Appendix D – Veterinary Plan

NEBRASKA DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH PROTECTION VETERINARY CARE PLAN (Program of Veterinary Care for Commercial Breeders, Dealers, and Pet Shops handling Dogs and Cats)	
SECTION I. A PROGRAM OF VETERINARY CARE (PVC) HAS BEEN ESTABLISHED BETWEEN:	
A. LICENSEE	B. ATTENDING VETERINARIAN
1. NAME <i>Jennie Theesen</i>	1. NAME <i>Doug Schwartz</i>
2. BUSINESS NAME <i>Heartland Pet Connection</i>	2. CLINIC <i>Animal Clinic</i>
3. LICENSE/REGISTRATION NUMBER <i>AD62</i>	3. NE STATE LICENSE ACCREDITATION NUMBER <i>2385-NE</i>
4. MAILING ADDRESS <i>1807 West J. Street</i>	4. BUSINESS ADDRESS <i>2905 West US Hwy 6</i>
5. CITY, STATE, AND ZIP CODE <i>Harvard NE 68901</i>	5. CITY, STATE, AND ZIP CODE <i>Harvard NE 68901</i>
6. TELEPHONE (home) <i>402-463-8695</i>	6. TELEPHONE (business) <i>402-463-9805</i>
TELEPHONE (business) <i>402-462-7387</i>	

This form may be used by the licensee to satisfy the requirements for a written Veterinary Care Plan, as required under §54-627.01 and §54-640(8).

The attending veterinarian, by signing this form, agrees to establish, maintain, and supervise programs of disease control and prevention, pest and parasite control, pre-procedural care and post-procedural care, nutrition, euthanasia, and adequate veterinary care for the licensee's dogs and cats which are subject to the act. A written program of adequate veterinary care between the licensee and the doctor of veterinary medicine shall be established and reviewed on an annual basis. Such programs must include regularly scheduled visits to the premises by the veterinarian. Space is provided on page #4 of this form for the Veterinarian's signature to verify these inspections. Scheduled visits are required to monitor animal health and husbandry.

Pages or blocks which do not apply to the facility should be marked N/A. If space provided is not adequate for a specific topic, additional sheets may be added. Please indicate Section and Item Number.

I have read and completed this Veterinary Care Plan, and I understand my responsibilities.

Regularly scheduled visits by the veterinarian will occur at the following frequency:

(minimum annual).

Twice monthly

C. SIGNATURE OF LICENSEE <i>Jennie Theesen</i>	DATE <i>1/15/2019</i>
D. SIGNATURE OF VETERINARIAN <i>Doug Schwartz</i>	DATE <i>1-15-19</i>

(VETERINARIAN SHALL SIGN ON PAGE #4 AT EACH INSPECTION OF FACILITY AND ANIMALS)

Heartland Pet Connection Proposal
Appendix D – Veterinary Plan

NEBRASKA DEPARTMENT OF AGRICULTURE ANIMAL & PLANT HEALTH PROTECTION EMERGENCY VETERINARY CARE PLAN (FOR ANIMAL CONTROL FACILITIES, ANIMAL RESCUES, ANIMAL SHELTERS, AND BOARDING KENNELS)	
A PROGRAM OF EMERGENCY VETERINARY CARE HAS BEEN ESTABLISHED BETWEEN:	
A. LICENSEE	B. ATTENDING VETERINARIAN
1. NAME <u>Jennie Theesen</u>	1. NAME <u>Victoria Winfield Dum</u>
2. BUSINESS NAME <u>Heartland Pet Connection</u>	2. CLINIC <u>Companion's Choice Animal Hospital</u>
3. LICENSE/REGISTRATION NUMBER <u>AD162</u>	3. NE STATE ACCREDITATION NUMBER <u>3055</u>
4. MAILING ADDRESS <u>1807 West J Street</u>	4. BUSINESS ADDRESS <u>820 West 21st Street</u>
5. CITY, STATE, AND ZIP CODE <u>Harsham NE 68901</u>	5. CITY, STATE, AND ZIP CODE <u>Harsham NE 68901</u>
6. TELEPHONE (home) <u>402-416-8185</u>	6. TELEPHONE (business) <u>402-416-2234</u>
TELEPHONE (business) <u>402-416-7387</u>	
C. EMERGENCY VETERINARY CARE – DESCRIBE PROVISIONS FOR EMERGENCY VETERINARY CARE: <u>Animal is taken directly to the clinic to be assessed by the on call veterinarian. Veterinarian and Shelter Manager then discuss palliative care plan unless otherwise advised by veterinarian.</u>	
D. EUTHANASIA-- FOR ANIMAL CONTROL FACILITIES, ANIMAL RESCUES, AND ANIMAL SHELTERS	
1. SICK, DISEASED, INJURED, OR LAME ANIMALS SHALL BE PROVIDED WITH VETERINARY CARE OR EUTHANIZED. EUTHANASIA WILL BE IN ACCORDANCE WITH THE AVMA RECOMMENDATIONS AND WILL BE CARRIED OUT BY THE FOLLOWING: <u>VETERINARIAN: <u>Victoria Winfield Dum</u> LICENSEE</u>	
2. METHOD(S) OF EUTHANASIA <u>Sedation following by overdose of pentobarbital.</u>	
<u>10/18/22</u> Date	<u>Jennie Theesen</u> Signature of Licensee
<u>10/26/22</u> Date	<u>Victoria Winfield Dum</u> Signature of Attending Veterinarian

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Heartland Pet Connection Proposal
Appendix D – Veterinary Plan

NEBRASKA DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH PROTECTION VETERINARY CARE PLAN (Program of Veterinary Care for Commercial Breeders, Dealers, and Pet Shops handling Dogs and Cats)	
SECTION I. A PROGRAM OF VETERINARY CARE (PVC) HAS BEEN ESTABLISHED BETWEEN:	
A. LICENSEE	B. ATTENDING VETERINARIAN
1. NAME <u>Jennie Theesen</u>	1. NAME <u>Victoria Winfield DVM</u>
2. BUSINESS NAME <u>Heartland Pet Connection</u>	2. CLINIC <u>Companion's Choice Animal Hospital</u>
3. LICENSE/REGISTRATION NUMBER <u>AD662</u>	3. NE STATE LICENSE ACCREDITATION NUMBER <u>3055</u>
4. MAILING ADDRESS <u>1807 West J Street</u>	4. BUSINESS ADDRESS <u>880 West 21st Street</u>
5. CITY, STATE, AND ZIP CODE <u>Harsham NE 68901</u>	5. CITY, STATE, AND ZIP CODE <u>Harsham NE 68901</u>
6. TELEPHONE (home) <u>402-462-8695</u>	6. TELEPHONE (business) <u>402-462-2234</u>
TELEPHONE (business) <u>402-462-7387</u>	

This form may be used by the licensee to satisfy the requirements for a written Veterinary Care Plan, as required under §54-627.01 and §54-640(8).

The attending veterinarian, by signing this form, agrees to establish, maintain, and supervise programs of disease control and prevention, pest and parasite control, pre-procedural care and post-procedural care, nutrition, euthanasia, and adequate veterinary care for the licensee's dogs and cats which are subject to the act. A written program of adequate veterinary care between the licensee and the doctor of veterinary medicine shall be established and reviewed on an annual basis. Such programs must include regularly scheduled visits to the premises by the veterinarian. Space is provided on page #4 of this form for the Veterinarian's signature to verify these inspections. Scheduled visits are required to monitor animal health and husbandry.

Pages or blocks which do not apply to the facility should be marked N/A. If space provided is not adequate for a specific topic, additional sheets may be added. Please Indicate Section and Item Number.

I have read and completed this Veterinary Care Plan, and I understand my responsibilities.

Regularly scheduled visits by the veterinarian will occur at the following frequency:

(minimum annual).

twice monthly

C. SIGNATURE OF LICENSEE <u>Jennie Theesen</u>	DATE <u>10/18/22</u>
D. SIGNATURE OF VETERINARIAN <u>Victoria Winfield DVM</u>	DATE <u>10/26/22</u>

(VETERINARIAN SHALL SIGN ON PAGE #4 AT EACH INSPECTION OF FACILITY AND ANIMALS)

Heartland Pet Connection Proposal
Appendix D – Veterinary Plan

NEBRASKA DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH PROTECTION VETERINARY CARE PLAN (Program of Veterinary Care for Commercial Breeders, Dealers, and Pet Shops handling Dogs and Cats)	
SECTION I. A PROGRAM OF VETERINARY CARE (PVC) HAS BEEN ESTABLISHED BETWEEN:	
A. LICENSEE	B. ATTENDING VETERINARIAN
1. NAME Jennie Thresen	1. NAME Victoria Winfield
2. BUSINESS NAME Heartland Pet Connection	2. CLINIC Companion's Choice Animal Hospital
3. LICENSE/REGISTRATION NUMBER AD 62	3. NE STATE LICENSE ACCREDITATION NUMBER 3055
4. MAILING ADDRESS 1807 West J. Street	4. BUSINESS ADDRESS 2217 West 2nd Street
5. CITY, STATE, AND ZIP CODE Hastings NE 68901	5. CITY, STATE, AND ZIP CODE Hastings NE 68901
6. TELEPHONE (home) 402-463-8105	6. TELEPHONE (business) 402-462-2234
TELEPHONE (business) 402-462-7387	

This form may be used by the licensee to satisfy the requirements for a written Veterinary Care Plan, as required under §54-627.01 and §54-640(8).

The attending veterinarian, by signing this form, agrees to establish, maintain, and supervise programs of disease control and prevention, pest and parasite control, pre-procedural care and post-procedural care, nutrition, euthanasia, and adequate veterinary care for the licensee's dogs and cats which are subject to the act. A written program of adequate veterinary care between the licensee and the doctor of veterinary medicine shall be established and reviewed on an annual basis. Such programs must include regularly scheduled visits to the premises by the veterinarian. Space is provided on page #4 of this form for the Veterinarian's signature to verify these inspections. Scheduled visits are required to monitor animal health and husbandry.

Pages or blocks which do not apply to the facility should be marked N/A. If space provided is not adequate for a specific topic, additional sheets may be added. Please indicate Section and Item Number.

I have read and completed this Veterinary Care Plan, and I understand my responsibilities.

Regularly scheduled visits by the veterinarian will occur at the following frequency:

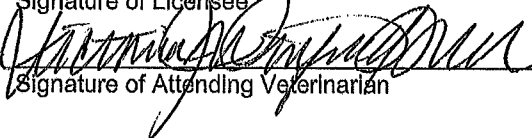
(minimum annual).

twice monthly

C. SIGNATURE OF LICENSEE Jennie Thresen	DATE 2/25/2019
D. SIGNATURE OF VETERINARIAN Victoria Winfield	DATE 2-25-19

(VETERINARIAN SHALL SIGN ON PAGE #4 AT EACH INSPECTION OF FACILITY AND ANIMALS)

Heartland Pet Connection Proposal
Appendix D – Veterinary Plan

NEBRASKA DEPARTMENT OF AGRICULTURE ANIMAL & PLANT HEALTH PROTECTION EMERGENCY VETERINARY CARE PLAN (FOR ANIMAL CONTROL FACILITIES, ANIMAL RESCUES, ANIMAL SHELTERS, AND BOARDING KENNELS)			
A PROGRAM OF EMERGENCY VETERINARY CARE HAS BEEN ESTABLISHED BETWEEN:			
A. LICENSEE		B. ATTENDING VETERINARIAN	
1. NAME <u>Jennie Theesen</u>	1. NAME <u>Victoria Winfield DVM</u>		
2. BUSINESS NAME <u>Heartland Pet Connection</u>	2. CLINIC <u>Companion's Choice Animal Hospital</u>		
3. LICENSE/REGISTRATION NUMBER <u>AD162</u>	3. NE STATE ACCREDITATION NUMBER <u>3055</u>		
4. MAILING ADDRESS <u>1807 West J Street</u>	4. BUSINESS ADDRESS <u>2217 West 2nd Street</u>		
5. CITY, STATE, AND ZIP CODE <u>Hastings NE 68901</u>	5. CITY, STATE, AND ZIP CODE <u>Hastings NE 68901</u>		
6. TELEPHONE (home) <u>402-463-8695</u>	6. TELEPHONE (business) <u>402-462-2234</u>		
TELEPHONE (business) <u>402-462-7387</u>			
C. EMERGENCY VETERINARY CARE – DESCRIBE PROVISIONS FOR EMERGENCY VETERINARY CARE: <u>Animal is taken directly to the clinic to be assessed by on call veterinarian. Veterinarian and shelter manager then discuss palliative care plan unless otherwise advised by veterinarian.</u>			
D. EUTHANASIA-- FOR ANIMAL CONTROL FACILITIES, ANIMAL RESCUES, AND ANIMAL SHELTERS 1. SICK, DISEASED, INJURED, OR LAME ANIMALS SHALL BE PROVIDED WITH VETERINARY CARE OR EUTHANIZED. EUTHANASIA WILL BE IN ACCORDANCE WITH THE AVMA RECOMMENDATIONS AND WILL BE CARRIED OUT BY THE FOLLOWING: ☒ VETERINARIAN ☐ LICENSEE			
2. METHOD(S) OF EUTHANASIA <u>sedation followed by pentobarbital.</u>			
<u>2.25.19</u> Date		Signature of Licensee  Signature of Attending Veterinarian 	
<u>2.25.19</u> Date			

CDC48.doc

Heartland Pet Connection Proposal
Appendix D – Veterinary Plan

SECTION II: DOGS AND CATS

CHECK IF N/A ☐

A. VACCINATIONS – SPECIFY THE FREQUENCY OF VACCINATION FOR THE FOLLOWING DISEASES

CANINE			FELINE		
	JUVENILE	ADULT		JUVENILE	ADULT
RABIES			SPECIFY		
OTHER (Specify)					
Vanguard Plus	Booster every three weeks until 1 year then yearly	yearly	Fellbce114	Booster after 3 weeks then yearly	Booster after 3 weeks then yearly
Vanguard B (v)	yearly	yearly	Neckline Bb	yearly	yearly

B. PARASITE CONTROL PROGRAM – DESCRIBE THE FREQUENCY OF SAMPLING OR TREATMENT FOR THE FOLLOWING:

1. ECTOPARASITES (Fleas, Ticks, Mites, Lice, Flies)

Cats - Revolution or Frontline monthly Dogs - K9 Advantix monthly

2. BLOOD PARASITES (Heartworm, Babesia, Ehrlichia, Other)

Cats - Revolution Dogs - Heartguard plus monthly

3. INTESTINAL PARASITES (Fecals, Deworming)

Strongid

C. DENTAL HEALTH - DESCRIBE MONITORING, PREVENTION, AND TREATMENT PROGRAM FOR DENTAL HEALTH.

Checked and reviewed by veterinarian and follow any advisement

D. EMERGENCY CARE – DESCRIBE PROVISIONS FOR EMERGENCY, WEEKEND, AND HOLIDAY CARE:

Animal is taken directly to the clinic to be assessed by on call veterinarian. Veterinarian and Shelter Manager discuss palliative care plan unless otherwise advised by veterinarian.

E. EUTHANASIA

1. SICK, DISEASED, INJURED, OR LAME ANIMALS SHALL BE PROVIDED WITH VETERINARY CARE OR EUTHANIZED. EUTHANASIA WILL BE IN ACCORDANCE WITH THE AVMA RECOMMENDATIONS AND WILL BE CARRIED OUT BY THE FOLLOWING:

☒ VETERINARIAN

2. METHOD(S) OF EUTHANASIA

sedation followed by pentobarbital.

F. ADDITIONAL PROGRAM TOPICS – THE FOLLOWING TOPICS HAVE BEEN DISCUSSED IN THE FORMULATION OF THE PROGRAM OF VETERINARY CARE:

- ☒ Congenital Conditions
- ☒ Quarantine Conditions
- ☒ Nutrition
- ☒ Anthelmintic alteration
- ☐ Other (Specify) _____

- ☒ Exercise Plan (Dogs)
- ☒ Proper Handling of Biologics
- ☒ Venereal Diseases
- ☒ Pest Control and Product Safety
- ☒ Proper Use of Analgesics and Sedatives

Heartland Pet Connection Proposal

Appendix E – Contracts of Other Nebraska Shelters

Paws N Claws—Columbus, Nebraska:

Current contract—80,000¹

Number of animals brought in by Columbus for 2020-2021—587

\$136.29 per animal

Animal Control—no

Impound Fees:

1st offense--\$50

2nd offense--\$75

3rd offense--\$100

4th offense--\$125

Beatrice Human Society—Beatrice, Nebraska:

Current contract--\$31,000

Number of animals brought in by Beatrice for 2020-2021—250

\$124 per animal

Animal Control—no

Impound Fees:

1st offense--\$35, but free if picked up within 2 hours

2nd offense--\$50

3rd offense--\$75

4th offense—N/A

Kearney Area Animal Shelter—Kearney, Nebraska:

Current contract with city--\$127,308 with a 3% annual increase

Current contract with county-- \$20,600

Annual number of animals brought in by Kearney (city and county) for 2020-2021— 1,366

\$108.28 per animal

Animal control—no

Impound Fees:

1st offense--\$35

2nd offense--\$50

3rd offense--\$75

4th offense--\$100

¹ Paws N Claws is currently renegotiating their contract with Columbus

Heartland Pet Connection Proposal
Appendix E – Contracts of Other Nebraska Shelters

Fur Ever Home—Fremont, Nebraska:

Current contract--\$168,000 renegotiated yearly

Annual number of animals brought in by Fremont for

2020-2021— 768

\$218.75 per animal

Animal control—no

Impound Fees:

1st offense--\$40 assuming current rabies and city license. If not,
then and additional \$54 for license and vaccination

2nd offense--\$50

3rd offense--\$50

4th offense--\$50

Heartland Pet Connection Proposal
Appendix F – Proposed Fee Schedule

Impound Fee Schedule

1st Offense - \$40

2nd Offense - \$50

3rd Offense - \$60

Each additional offense adds \$10

Boarding Charges for Impoundment **

First 24 hours are free covered in the Impound Fee

Each additional day up to 6 days - \$20 each day

Bite Cases (must be quarantined for minimum 10 days after bite occurrence and receive rabies vaccination) **

\$30 per day

\$90 – Required rabies vaccination

****Heartland Pet Connection complies with Nebraska state laws in regards to sales tax and adds sales tax when required**

Veterinary charges in excess of our standard Veterinary Plan will charged at our costs from the veterinarians

Heartland Pet Connection reserves the right to negotiate hardship exceptions to these rates

Heartland Pet Connection Proposal
Appendix G – Certificate of Insurance Coverage



HEARPET-01

BGRIESS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/4/2022

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

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

PRODUCER Ellerbrook-Norris Agency, Inc. P.O. Box 816 Hastings, NE 68902-0816		CONTACT NAME: Brianna N. Griess, CISR PHONE (A/C, No, Ext): (402) 463-2461 FAX (A/C, No): (402) 463-2469 E-MAIL ADDRESS: bgriess@ellerbrook-norris.com	
		INSURER(S) AFFORDING COVERAGE	
		NAIC #	
INSURED Heartland Pet Connection Jenny Theesen P. O. Box 2162 Hastings, NE 68902-2162		INSURER A: Liberty Mutual INSURER B: 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO JECT ☐ LOC OTHER:	X	X	BZS66874063	10/1/2022	10/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0			USO56874063	10/1/2022	10/1/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The City is named as additional insured with respects to General Liability, Waiver of Subrogation and Primary Noncontributory Wording applies							

CERTIFICATE HOLDER The City of Hastings 20 North Hastings Avenue 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
---	--

ACORD 25 (2016/03)

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**PROPOSAL FOR
ANIMAL SHELTERING SERVICES
FORMAL CONTRACT NO. CH 2022-19**

TO: City of Hastings
1228 N. Denver Ave
Hastings, NE 68901

Bid Opening: November 17, 2022 (Thursday)
**SEALED BIDS MUST BE RECEIVED BY 1:30
P.M. AND WILL BE OPENED PROMPTLY AT
THAT TIME**

We, the undersigned, being familiar with all parts of these documents, being Notice to Bidders Request for Proposal, Bid Proposal and Agreement, do herein submit our proposal to **furnish Animal Sheltering Services**, for the following price:

1. Lump Sum Period of January 1, 2023 to September 30, 2023. \$ 43,500.00
2. Lump Sum Period of October 1, 2023 to September 30, 2024. \$ 64,000.00

Exceptions to the bid: N/A

Contractor shall attach to this bid, a fee schedule for all fees, costs or charges related to impounding or care of animals that will be charged to the animal owner or controller.

In submitting this proposal, it is further understood that the City of Hastings reserves the right to reject any or all proposals and may waive any informalities and may accept the proposal which best suits its needs. It is further understood that this proposal may not be withdrawn for a period of sixty days (60) days after bids are opened.

All proposals shall have original signatures. Electronic time-stamped signatures will be acceptable.

OFFICIAL NAME & ADDRESS

Heartland Pet Connection

Firm Name

1807 W J St

Address

Hastings, NE 68901

City, State, Zip

402.462.7387

Phone No.

Fax No.

Signature

Jake Klabenes

Typed or Printed Name

Board President

Title

11/17/2022

Date

heartlandpetconnection@gmail.com

Email Address

**ALL BIDS MUST BE CHECKED IN TO CITY CLERK
PRIOR TO 1:30 PM DEADLINE**

AGREEMENT FOR ANIMAL SHELTER SERVICES

This is an Agreement made on the 28th day of November, 2022, by and between the City of Hastings (hereinafter referred to as "City"), and Heartland Pet Connection, (hereinafter referred to as "Heartland"); providing for Heartland to operate an animal shelter for the City and to receive and care for animals impounded pursuant to City Ordinance (Chapter 10 Animals and Fowl), as may be amended, for certain agreed upon consideration.

1. STATEMENT OF PURPOSE

Heartland and the City respectfully enter into this agreement for the purposes of (1) protecting the public from the risk of at large animals, (2) providing humane care for animals brought in by the City and (3) ensuring Heartland remains fiscally capable of providing all necessary animal shelter services for animals brought in by the City.

2. DEFINITIONS

Animal shall mean a cat, a dog, or livestock. Livestock includes buffalo, deer, antelope, fowl, and any other animal in any zoo, wildlife park, refuge, wildlife area, or nature center intended to be on exhibit.

3. HEARTLAND'S DUTIES

In performance of this Agreement, Heartland shall have the following duties:

- a. Heartland shall furnish, maintain, and operate an animal shelter with equipment, supplies and facilities to be utilized in connection with Heartland's performance of this Agreement including the attached RFP. However, Heartland reserves the right to reject any animal it is not qualified or licensed to provide animal shelter services to.
- b. Except as otherwise stated or agreed to, Heartland shall receive animals, except chickens, brought in by the City and to provide care and shelter for said animals, and to arrange for the euthanasia of said animals if the same becomes necessary. City shall attempt to place chickens with a suitable facility as necessary.
- c. Heartland shall operate during such dates and times as may be determined by Heartland and said hours of operation shall be posted at the animal shelter. In addition, thereto, Heartland shall provide drop-off doors where animals can be delivered, by the City, to the animal shelter 24-hours per day, seven days per week. Heartland personnel shall be on-call for emergency purposes after normal operating hours. The telephone number of said on-call personnel shall be maintained with the City personnel as designated by the City, and such on-call information shall be posted at Heartland.
- d. Nothing shall prevent Heartland from releasing seized animals to a licensed veterinarian for the humane destruction as determined necessary by the licensed veterinarian or as authorized by Court order.

4. CITY'S DUTIES

In performance of this Agreement, the City shall have the following duties:

- a. The City shall maintain its obligation to perform animal control functions pursuant to City Ordinance and/or laws of the State of Nebraska.
- b. The City shall not transport injured or sick animals to Heartland after hours, but shall transport said animals to the veterinary clinic designated by Heartland. The City shall notify Heartland within twenty-four (24) hours after animals have been transported to the veterinarian clinic designated by Heartland and Heartland's shelter manager while transporting the animal or immediately thereafter.
- c. The City shall notify Heartland of any proposed changes or additions to Chapter 10 of the City Ordinance within 60 days of the same.

5. COMPENSATION OF HEARTLAND

In consideration of the services to be performed by Heartland as provided in this Agreement, the City shall compensate Heartland as follows:

- a. The City shall pay to Heartland the minimum sum of (\$43,500.00) for the period of January 1, 2023 to September 30, 2023 and then the minimum sum of (\$64,000.00) for the period of October 1, 2023 to September 30, 2024. The fee shall be adjusted annually starting on October 1, 2024 by an amount equal to the change in "Consumer price index for all urban consumers: all items, not seasonally adjusted" (CPIAUCNS)
- b. The City shall pay Heartland monthly in equal payments for the associated time period.
- c. Heartland shall attempt to recoup from the owner or controller of all impounded animals all fees, costs or charges related to impounding or care of animals. Heartland shall retain all fees charged to the owner or controller associated with the City of Hastings "Fee Resolution Schedule". These fees will be reviewed by the City on an annual basis from June 1 to June 30.
- d. For all fees, costs or charges related to impounding or care of animals, Heartland shall not charge the owner or controller of the impounded animal more than what was listed on the fee schedule attached to the bid. Heartland may revise the fee schedule with the approval of the City.

6. CONTRACTS WITH OTHER ENTITIES

Heartland may render similar services to other governmental subdivisions, and the inhabitants thereof, upon such terms and conditions as may be agreed upon by the parties thereto, however, such agreements with other parties shall not inhibit Heartland's operation as the animal shelter for the City of Hastings.

7. TERMS OF AGREEMENT; RENEWAL; TERMINATION

This Agreement shall take effect on January 1, 2023, and shall continue in full force and effect until September 30, 2028. There shall be no automatic renewal or other provision of this Agreement which shall extend the term of this Agreement.

Notwithstanding the above, either party may provide written notice to the other, without giving reason, at least one hundred twenty (120) days prior to the expiration date of September 30, 2028, that it is the intent of the notifying party to terminate this Agreement. If such written notification is given, this Agreement shall terminate upon the end of the then current annual term.

This Agreement may be terminated for cause at any time for any of the following reasons:

- a. Heartland may terminate for cause if the City shall fail to perform any of the provisions of this Agreement as stated herein.
- b. The City may terminate for cause if Heartland shall fail to perform any of the provisions of this Agreement as stated herein, but also if Heartland (1) ceases to maintain its corporate existence in the State of Nebraska, (2) abandons its animal shelter operations, or (3) fails to maintain or operate the animal shelter in accordance with the terms and conditions of this Agreement.
- c. Termination for cause may only be effected by giving written notice of such termination, outlining the reasons for the proposed termination, to the other party. Upon receipt, the party receiving the written notice shall have 45 days, or a mutually agreed upon amount of time, to remedy the stated reason for termination.

8. PARTIES TO BE BOUND

This Agreement shall bind and inure to the benefit of the respective successors of the parties, but may not be assigned by either party without the written consent in writing of the other party.

9. CHOICE OF LAWS

This Agreement shall be construed in accordance with the Hastings City Code and the laws of the State of Nebraska.

10. HOLD HARMLESS AND INDEMNIFICATION

Heartland agrees to indemnify, defend, and hold the City harmless from any and all liability resulting from omissions, negligence, intentional, unintentional, or reckless acts or the acts of the employees or agents of Heartland in connection with all actions, rights, responsibilities, obligations and duties contemplated by this contract. Likewise, the City agrees to indemnify, defend, and hold Heartland harmless from any and all liability resulting from any omission, negligence, intentional, unintentional, or reckless acts or the acts of the employees, agents, franchisees, licensees, directors or officers of the City in connection with all actions, rights, responsibilities, obligations and duties contemplated by this Agreement. In the event of a lawsuit, investigation, or claim, the indemnifying

party will, at its sole discretion, cost and expense, protect, defend, indemnify, release and hold harmless the other party from losses arising out of or resulting from any and all claims, actions, suits, proceedings, demands, assessments, judgments, costs and expense, including, without limitation, any legal fees and expenses, incident to any of the foregoing, except in case of the indemnified party's gross negligence, bad faith or willful misconduct with respect thereto.

11. INSURANCE

Heartland agrees:

- a. To procure and maintain continuously during the entire term of this Agreement, at its sole cost and expense, fire insurance, including the risk generally known as "extended coverage," in an amount not less than 80% of the replacement cost of the structure to be constructed by Heartland;
- b. To procure and maintain continuously during the entire term of this Agreement, at its sole cost and expense, a policy or policies of comprehensive general liability insurance with not less than One Million Dollars (\$1,000,000.00) of coverage per claimant per occurrence for bodily injury and property damage, with an aggregate amount of not less than Two Million Dollars (\$2,000,000.00). Said insurance to be provided on a primary and noncontributory basis with a waiver of any right of subrogation;
- c. The City shall be named as an additional insured on all liability insurance policies. Heartland shall provide the City annual certificates from its insurers confirming the existence of the insurance coverage required by this agreement.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the City and Heartland notwithstanding any other oral agreements or understandings to the contrary and may be amended only in writing, approved and executed as required by law.

13. SEVERABILITY

If any portion of this Agreement shall be deemed unenforceable or invalid, the remaining portion(s) shall be deemed valid and enforceable to the extent allowed by law, unless to do so would clearly violate the present legal and valid intent of the parties to this Agreement.

14. LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Laws to be Observed. Heartland shall keep itself 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.

Work Eligibility Status. As required under Nebraska LB 403 for any contract entered into after October 1, 2009 the Heartland 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.

Fair Labor Standards. Heartland agrees to comply with all current applicable State, Federal, and City fair labor standards in the execution of the contract.

AGREEMENT

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 .

CITY OF HASTINGS
Party of the First Part

By: _____

Date: _____

ATTEST:

City Clerk

HEARTLAND PET CONNECTION
Party of the Second Part

SEAL

By: _____
President

Date: _____

By: _____
Executive Director

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.

Department: Engineering
Staff Contact: Lee Vrooman
Council Meeting Date: 11/28/2022

AGENDA ITEM SUMMARY SHEET

Description of Item:

Approval of Access and Utilities Easement Agreement between CI Properties, LLC and the City of Hastings

Names of People/Business affected by this action:

City of Hastings, CI Properties, LLC

Why Council action is required:

Council approval is required

Type of action requested:

Motion

Suggested motion:

Motion to approve the Access and Utilities Easement Agreement between CI Properties, LLC and the City of Hastings

Deadlines associated with action:

Department head comments:

This access and utilities easement agreement will provide access to properties being developed on the east end of the Craig Industrial Park which is north of A Street and west of South Woodland Avenue.

Recommend Approval

City Administrator comments:

Upon Filing Return To:
Tom Langan
Dvorak Law Group, LLC
9500 W. Dodge Rd., Ste. 100
Omaha, NE 68114

ACCESS AND UTILITIES EASEMENT AGREEMENT

THIS ACCESS AND UTILITIES EASEMENT (this "Easement Agreement") is entered into effective the ____ day of _____, 2022 by and between CI Properties, LLC, a Nebraska limited liability company ("Grantor"), and the City of Hastings, a Nebraska municipal corporation ("City").

WHEREAS, Grantor is the owner of certain real property located in the City of Hastings, County of Adams, State of Nebraska more particularly described on Exhibit "A", attached hereto and incorporated herein by this reference (the "Grantor Property");

WHEREAS, Grantor has agreed to grant to City certain easements, pursuant to the terms and conditions of this Easement Agreement, over a portion of the Grantor Property as described and depicted on Exhibit "B", attached hereto and incorporated herein by this reference (the "Easement Area"); and

WHEREAS, by virtue of the recording of this Easement Agreement, the Grantor Property shall be owned, held, transferred, sold, conveyed, used, occupied, mortgaged or otherwise encumbered subject to the provisions of this Agreement and every grantee of any interest in such property, by acceptance of a deed or other conveyance of such interest, and every person or entity owning an interest in any portion of such property shall be subject to this Easement Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual grants, covenants, and promises contained herein, and of the mutual benefits accruing to each of the parties hereto, their respective successors and assigns, and other good and valuable consideration, the receipt and sufficiency of which are all hereby acknowledged by each of the parties hereto, and intending to be legally bound, Grantor and City agree as follows:

1. Recitals. The foregoing recitals are hereby incorporated herein as a material part of this Easement Agreement.

2. Grant of Easement. Grantor hereby grants and conveys unto City and City's successors and assigns the following easements and other rights (collectively, the "Access and Utilities Easement"):

a. Access Easement. A perpetual, non-exclusive access easement over and across the Easement Area for purposes of public ingress and egress, including vehicular ingress and egress, such access easement to be for the benefit of the general public, including City, its successors and assigns.

b. Utilities Easement. A perpetual, non-exclusive easement on, over, under, across and through the Easement Area for the purpose of the installation, operation, maintenance, repair, replacement, removal and relocation of underground sewer lines, water lines, electrical lines and related appurtenances (the "Public Utilities") as may be necessary or desirable to City in its sole discretion.

3. Term. The term of this Easement Agreement shall be perpetual. The Access and Utilities Easement is and shall be deemed to be a covenant running with the land and shall be binding upon the parties hereto and upon their successors and assigns, until released upon the unanimous agreement of the City and the then record owner of the Grantor Property. Any modification or amendment shall be effective when duly executed, acknowledged, and recorded in the Office of the Register of Deeds of Adams County, Nebraska.

4. Purpose. The Access and Utilities Easement is hereby granted for the following purposes: (i) to City, City's successors and assigns, and the general public for purposes of ingress and egress over, across and upon the Easement Area, and (ii) to City and City's successors and assigns for the purpose of the installation, operation, maintenance, repair, replacement, removal and relocation of the Public Utilities.

5. Maintenance of Easement Area. Grantor, its successors and assigns, shall, for so long as this Easement Agreement is in effect, keep and maintain the Easement Area paved and in good repair and condition at all times, at its sole cost and expense, ordinary wear and tear excluded, including, without limitation, all surface and subsurface repairs and maintenance, line painting, lighting, sanitary control, and removal of snow, trash, rubbish or other refuse, if any. City shall be solely responsible for repair of any and all damage to the Easement Area caused by any act or omission of City, its tenants, agents, employees, invitees, licensees and permittees. The parties acknowledge that City may remove or cause to be removed any improvements within the Easement Area in order to perform work in the Easement Area; provided, however, that within a reasonable amount of time after any work in the Easement Area is completed (but in no event longer than thirty (30) days), City shall restore excavated soil and pavement in the Easement Area and any other of Grantor's land and improvements as nearly as is reasonably possible to its previously existing contour.

6. Warranty of Title. Grantor hereby warrants and confirms to City and City's successors and assigns that (i) it is the owner of the Easement Area; (ii) has marketable fee simple title to Grantor's Parcel; and (iii) it has the right to grant and convey this Access and Utilities Easement in the manner set forth herein. Furthermore, Grantor and its successors and assigns will warrant and defend the Access and Utilities Easement granted herein against the lawful claims of all persons and entities.

7. Taxes. Grantor shall be solely responsible for payment of all real estate taxes and assessments, if any, on the Grantor Property and all improvements located thereon.

8. Restrictions. Neither Grantor nor any agent or employee of Grantor, nor any successor or assign of Grantor, shall create, permit, or suffer at any time any unreasonable obstruction to or interference with ingress and egress over, across, and upon the Easement Area for any purpose, nor shall any such party at any time unreasonably endanger, interfere with, or otherwise obstruct the maintenance, repair, operation or use of the Easement Area for ingress and egress, nor unreasonably impede or interfere with the general public or City's rights of access and use pursuant to this Agreement.

9. Remedies.

a. No waiver of any default by any party hereto will be implied from the failure by such party to take any action in respect of such default. No express waiver of any default will affect any default or extend any period of time for performance other than as specified in such express waiver. One or more waivers of any default in the performance of any provision of this Easement Agreement will not be deemed a waiver of any subsequent default in the performance of the same provision or any other provision. The consent to or approval of any act or request by any party hereto will not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar act or request. The rights and remedies provided by this Easement Agreement are cumulative and no right or remedy will be exclusive of any other, or of any other right or remedy at law or in equity which any party hereto might otherwise have by virtue of a default under this Easement Agreement; and the exercise of any right or remedy by any party will not impair such party's standing to exercise any other right or remedy.

b. In the event litigation is necessary to enforce any term or condition of this Easement Agreement, the non-prevailing party shall be liable for all costs and expenses (including reasonable attorneys' fees) of the prevailing party.

10. Notices. All notices and correspondence under this Easement Agreement shall be given by certified or registered mail or by overnight delivery with a national courier providing confirmation of delivery to the following addresses:

If to Grantor: CI Properties, LLC
237 N. Burlington
Hastings, NE 68901
Attn: Steven and Carol Craig

If to City: City of Hastings
220 N. Hastings Avenue
Hastings, NE 68901
Attn: City Clerk

11. Severability. If any portion of this Access and Utilities Easement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Easement Agreement is invalid or unenforceable, but that by limiting such provision the same would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

12. Waiver. The failure of either party to enforce any provision of this Easement Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with each and every provision of this Easement Agreement.

13. Headings. The section headings appearing herein are for convenience of the parties only and do not affect, define, limit or construe the contents of the various sections in this Easement Agreement.

14. Governing Law. The laws of the State of Nebraska shall govern the jurisdiction, venue, interpretation, and construction of this Easement Agreement, excluding the choice of law rules that may direct jurisdiction, venue, interpretation or construction of this Easement Agreement to other jurisdictions.

15. Nature of Access and Utilities Easement. Nothing contained in this Easement Agreement will be deemed a gift, grant, or dedication of any portion of the Grantor Property to or for the general public or for any public purpose whatsoever. No easement, except as expressly set forth herein, shall be implied.

16. Counterparts. This Easement Agreement may be signed in one or more counterparts, which when taken together, shall constitute one and the same Easement Agreement.

[Remainder of page left intentionally blank. Signature page to follow.]

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

GRANTOR:

CI Properties, LLC, a Nebraska limited liability company

By: _____
Name: Steven D. Craig
Title: Manager

CITY:

City of Hastings, Adams County, Nebraska

By: _____
Name:
Title:

STATE OF NEBRASKA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____, 2022, by Steven D. Craig, Manager of CI Properties, LLC, a Nebraska limited liability company.

Notary Public

STATE OF NEBRASKA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____, 2022, by _____, as _____ for the City of Hastings, a Nebraska municipal corporation.

Notary Public

EXHIBIT "A"

GRANTOR PROPERTY

Lots 1, 2 and 3, Craig Industrial Park 4th Subdivision, in the City of Hastings, Adams County, Nebraska; and

Lots 1, 2, 3, and 4, Block 1, West Side Addition to Hastings, Adams County, Nebraska, together with those portions of vacated South Street, and vacated Keystone Street adjacent thereto.

EXHIBIT "B"

EASEMENT AREA

A tract of land being part of Lot One (1), part of Lot Two (2), part of Lot three (3), Craig Industrial Park 4th Subdivision to the City of Hastings, Adams County, Nebraska, and part of Keystone Avenue, a street now vacated, and as shown on the plat and dedication of West Side Addition to the City of Hastings, Adams County, Nebraska, more particularly described as follows: Referring to the Southwest Corner of Lot 1, Craig Industrial Park 4th Subdivision, and assuming the South line of Lot 1, Craig Industrial Park 4th Subdivision as bearing N 88°14'27" E and all bearings contained herein are relative thereto; thence on the South line of Lot 1, Craig Industrial Park 4th Subdivision, N 88°14'27" E a distance of 14.88 feet to the ACTUAL PLACE OF BEGINNING, said point being on the East line of a Public Access Easement filed as Instrument 2007-3063, and with said point also being on the East line of a Public Utilities Easement filed as Instrument 2003-3276 [such easements recorded in the office of the Register of Deeds of Adams County, Nebraska]; thence leaving the South line of said Lot 1, Craig Industrial Park 4th Subdivision and on the East line of said Public Access Easement filed as Instrument 2007-3063 and on the East line said Public Utilities Easement filed as Instrument 2003-3276, N 00°16'50" W a distance of 18.6 feet; thence leaving the East line of said Public Access Easement filed as Instrument 2007-3063 and the East line of said Public Utilities Easement filed as Instrument 2003-3276, N 88°14'27" E and parallel with the South line of said Lot 1, Craig Industrial Park 4th Subdivision, if extended easterly, a distance of 320.20 feet to a point being 10.0 feet easterly from the centerline of said vacated Keystone Avenue; thence parallel with the centerline of said vacated Keystone Avenue S 00°09'49" E a distance of 104.32 feet to a point on the North line of said Public Utilities Easement filed as Instrument 2003-3276, and with said line also being the North line of a Public Access Easement filed as Instrument 2015-4038, recorded in office of the Register of Deeds of Adams County, Nebraska; thence on the North line of said Public Utilities Easement filed as Instrument 2003-3276 and on the North line of said Public Access Easement filed as Instrument 2015-4038, S 88°17'27" W a distance of 10.0 feet to a point on the centerline of said vacated Keystone Avenue; thence continuing on the North line of said Public Utilities Easement filed as Instrument 2003-3276 and on the North line of said Public Access Easement filed as Instrument 2015-4038, S 88°17'27" W a distance of 20.0 feet; thence leaving the North line of said Public Utilities Easement filed as Instrument 2003-3276 and the North line of said Public Access Easement filed as Instrument 2015-4038, N 00°09'49" W parallel with the centerline of said vacated Keystone Avenue a distance of 76.28 feet; thence S 88°14'27" W a distance of 290.17 feet to a point on the East line of said Public Access Easement filed as Instrument 2007-3063 and with said point also being on the East line of said Public Utilities Easement filed as Instrument 2003-3276; thence on the East line of said Public Access Easement filed as Instrument 2007-3063 and on the East line of said Public Utilities Easement filed as Instrument 2003-3276, N 00°16'50" W a distance of 9.4 feet to the place of beginning.

EXHIBIT “B” (CONTINUED)

(SEE ATTACHED)

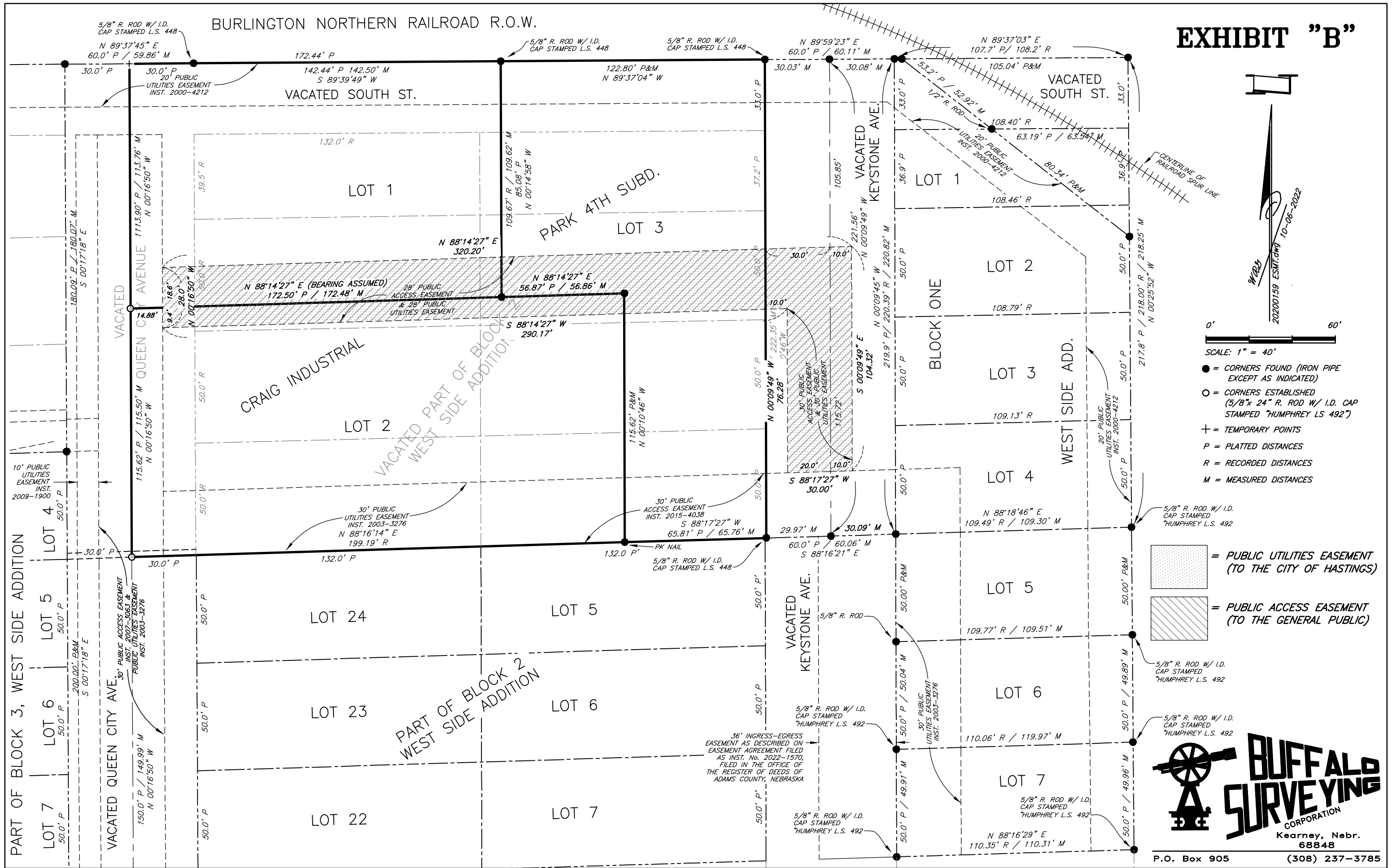


EXHIBIT "B"



0' 60'

SCALE: 1" = 40'

● = CORNERS FOUND (IRON PIPE EXCEPT AS INDICATED)

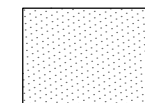
○ = CORNERS ESTABLISHED (5/8"x 24" R. ROD W/ I.D. CAP STAMPED "HUMPHREY LS 492")

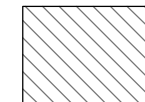
+ = TEMPORARY POINTS

P = PLATTED DISTANCES

R = RECORDED DISTANCES

M = MEASURED DISTANCES

 = PUBLIC UTILITIES EASEMENT (TO THE CITY OF HASTINGS)

 = PUBLIC ACCESS EASEMENT (TO THE GENERAL PUBLIC)



Kearney, Nebr.
68848

P.O. Box 905

(308) 237-3785

Department: Engineering
Staff Contact: Lee Vrooman
Council Meeting Date: 11/28/2022

AGENDA ITEM SUMMARY SHEET

Description of Item:

Resolution No. 2022-40 Approval of Year-End Certification of the City Street Superintendent for calendar year 2022 with the Nebraska Department of Transportation

Names of People/Business affected by this action:

City of Hastings, Nebraska Department of Transportation

Why Council action is required:

Resolution per State of Nebraska Statutes, sections 39-2302 and 39-2511 through 39-2515 details the requirements that must be met in order for a municipality to qualify for an annual Incentive Payment

Type of action requested:

Resolution

Suggested motion:

Motion to approve Resolution No. 2022-40 Approval of Year-End Certification of the City Street Superintendent for calendar year 2022 with the Nebraska Department of Transportation

Deadlines associated with action:

December 31, 2022

Department head comments:

The State of Nebraska Department of Transportation requires that each incorporated municipality must annually certify the appointment of the Street Superintendent to the NDOT using the Year-End Certification of City Street Superintendent form. The City of Hastings receives an incentive payment of \$7,500 for having a certified Street Superintendent.

Recommend Approval

City Administrator comments:

Do not recreate or revise this document. Revisions and recreations will not be accepted. Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2022. Documents include the original Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT by December 31, 2022.

RESOLUTION
SIGNING OF THE
YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT
2022

Resolution No. 2022-40

Whereas: State of Nebraska Statutes, sections 39-2302, and 39-2511 through 39-2515 details the requirements that must be met in order for a municipality to qualify for an annual Incentive Payment; and

Whereas: The State of Nebraska Department of Transportation (NDOT) requires that each incorporated municipality must annually certify (by December 31st of each year) the appointment(s) of the City Street Superintendent(s) to the NDOT using the Year-End Certification of City Street Superintendent form; and

Whereas: The NDOT requires that each certification shall also include a copy of the documentation of the city street superintendent's appointment, i.e., meeting minutes; showing the appointment of the City Street Superintendent by their name as it appears on their License (if applicable), their License Number (if applicable), and Class of License (if applicable), and type of appointment, i.e., employed, contract (consultant, or interlocal agreement with another incorporated municipality and/or county), and the beginning date of the appointment; and

Whereas: The NDOT also requires that such Year-End Certification of City Street Superintendent form shall be signed by the Mayor or Village Board Chairperson and shall include a copy a resolution of the governing body authorizing the signing of the Year-End Certification of City Street Superintendent form by the Mayor or Village Board Chairperson.

Be it resolved that the Mayor ☒ Village Board Chairperson ☐ of City of Hastings
(Check one box) (Print Name of Municipality)
is hereby authorized to sign the attached Year-End Certification of City Street Superintendent completed form(s).

Adopted this 28th day of November, 2022 at Hastings, Nebraska.
(Date) (Month)

City Council/Village Board Members

<u>Jeniffer Beahm</u>	<u>Joy Huffaker</u>
<u>Ginny Skutnik</u>	<u>Chuck Rosenberg</u>
<u>Butch Eley</u>	<u>Shawn Hartmann</u>
<u>Ted Schroeder</u>	<u>Matt Fong</u>
<u> </u>	<u> </u>

City Council/Village Board Member _____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call _____ Yes _____ No _____ Abstained _____ Absent
Resolution adopted, signed, and billed as adopted.

Attest:

(Signature of Clerk)

Do not recreate or revise this document. Revisions and recreations will not be accepted. Copying this form is acceptable; see (3) below. **Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2022.** Documents include the original Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT by December 31, 2022.

Year-End Certification of City Street Superintendent For Determining Incentive Payment in Calendar Year 2022

Separate forms may be needed to account for the entire year, see (3) below

This Form Covers the Following Period: January 1, 2022 to December 31, 2022
(Month) (Day) (Month) (Day)

*(1)(a) The municipality of City of Hastings certifies that: Lee Vrooman
(Print name of City or Village) (Print name of Superintendent as it appears on license card if applicable)
was the appointed City Street Superintendent during the above period. **IF A NAME IS NOT ENTERED ABOVE (NO APPOINTED CITY STREET SUPERINTENDENT FOR THIS PERIOD), SKIP TO (2) BELOW.**

(b) the superintending services of the above listed individual were provided by: (Check one box)

- ☒ Employment with this Municipality ☐ Contract (consultant) with this Municipality ☐ Contract (interlocal agreement) between this Municipality and the following listed Municipality(ies) and/or County(ies)

(c) and the above listed individual **assisted** in the following: *Reference Neb. Rev. Stat. §39-2512*

1. Developing and annually updating a long-range plan based on needs and coordinated with adjacent local governmental units,
2. Developing an annual program for design, construction, and maintenance,
3. Developing an annual budget based on programmed projects and activities,
4. Submitting such plans, programs, and budgets to the local governing body for approval; and
5. Implementing the capital improvements and maintenance activities provided in the approved plans, programs, and budgets,

(d) the above listed individual also served as (Check all boxes that apply) city engineer ☒ village engineer ☐
public works director ☐ city manager ☐ city administrator ☐ street commissioner ☐

(e) If the above listed individual is a Licensed City Street Superintendent, enter their Superintendent's License Number S- _____ and Class of License _____, and/or
(A or B)

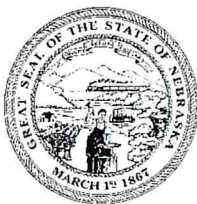
(f) If the above listed individual is a Licensed Engineer in Nebraska, enter their Engineer's License Number E- 11159

(2) _____
Signature of Mayor ☒ **Village Board Chairperson** ☐

*(3) If during the calendar year your municipality (a) did not have a city street superintendent for any portion(s) of the year; or (b) had an appointed city street superintendent that was not licensed for any portion(s) of the year; or (c) had one or more appointed licensed city street superintendents for any portion(s) of the year; or (d) had two or more successive licensed superintendents for any portion of the year, please complete a separate Year-End Certification form for each period. **Copy this form as needed to account for these separate periods.**

(4) The payment amount will be computed based on (a) your most recent Federal Census as certified by the Tax Commissioner; (b) the number of full calendar months served by the appointed superintendent who is licensed or exempted from licensure under the Superintendents Act; (c) class of license, A or B if applicable; and (d) if the appointed City Street Superintendent assisted with the required duties in (1)(c) above. *Reference Neb. Rev. Stat. §§39-2302 and 39-2511 through 39-2515.*

(5) **Failure to return by December 31, 2022, the Year-End Certification(s), Signing Resolution, and a copy of documentation of the appointment(s) of the superintendent(s) per the instructions will result in your municipality not receiving an Incentive Payment.**



Return the completed original resolution and certification(s), and a copy of the documentation of appointment(s) by December 31, 2022 to:

Highway Local Liaison Coordinator
Boards-Liaison Services Section
Local Assistance Division
Nebraska Department of Transportation
PO Box 94759
Lincoln NE 68509-4759

**Attach Documentation of the City Street Superintendent(s) Appointment(s) for 2022
here:**

For most municipalities this information may be found in the November or December 2021 or the January 2022 meetings minutes. Some may involve mayoral appointments, or interlocal agreement (relinquishment of funds).
Call 402-479-4436 if you have any questions about what to submit for documentation.

Department: Engineering
Staff Contact: Lee Vrooman
Council Meeting Date: 11/28/2022

AGENDA ITEM SUMMARY SHEET

Description of Item:

Ordinance No 4723 repealing Ordinance No. 4707 and creating Water Extension District No. 2022-2, Lakeview 10th Addition

Names of People/Business affected by this action:

City of Hastings

Why Council action is required:

Council approval is required for Ordinance

Type of action requested:

Ordinance

Suggested motion:

Motion to approve Ordinance No 4723 repealing Ordinance No. 4707 and creating Water Extension District No. 2022-2, Lakeview 10th Addition

Deadlines associated with action:

Department head comments:

There was a mistake in the legal description that we are cleaning up. In reviewing the legal description we also found that two parcels of land were not included in the original district that should have been. The added parcels additionally changed the legal description further. To clean this up, Ordinance 4707 is repealed and Ordinance 4723 will be created.

Mr. Alan Anderson requested this water extension district be created to serve the Lakeview 10th Addition with water. An 8" water main will be installed from approximately Martin Drive to 33rd Street on Lakeview Avenue, connecting two existing 8" water mains. This ordinance will create Water Extension District 2022-2. Water Extension Districts do not require a remonstrance period. However, they do require a super majority vote of the Council for approval.

Recommend Approval

City Administrator comments:

ORDINANCE NO. 4723

AN ORDINANCE OF THE CITY OF HASTINGS, NEBRASKA REPEALING ORDINANCE NO 4707 AND CREATING WATER EXTENSION DISTRICT NO. 2022-2; DEFINING THE BOUNDARIES AND LIMITS THEREOF; PROVIDING FOR THE CONSTRUCTION OF WATER MAINS AND OTHER NECESSARY AND INCIDENTAL WORK; PROVIDING FOR ASSESSMENT OF THE COSTS OF SUCH IMPROVEMENTS AGAINST THE PROPERTY ESPECIALLY BENEFITED THEREBY AND THE LEVY OF GENERAL TAXES; PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE; AND RELATED MATTERS

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

Section 1. The Mayor and Council hereby deem it necessary and advisable to extend municipal water service to territory beyond the existing water system and, for such purpose, Water Extension District No. 2022-2 (the “**District**”) of the City of Hastings, Nebraska (the “**City**”) is hereby created pursuant to Sections 19-2402 to 19-2407, inclusive, Reissue Revised Statutes of Nebraska, as amended.

Section 2. The limits, boundaries and improvements in the District are defined and established as follows:

WATER EXTENSION DISTRICT NO. 2022-2

The property to be included in the district and subject to special assessment consists of the area described as follows:

A TRACT OF LAND LOCATED IN LAKEVIEW 10TH ADDITION, LAKEVIEW 6TH ADDITION BLOCK 4, AND PART OF AN UNPLATTED TRACT ALL IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 8 NORTH, RANGE 10 WEST OF THE 6TH P.M., IN THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 2 BLOCK 1 LAKEVIEW 10TH ADDITON, THENCE N89°41'41"E CONTINUING ON THE NORTH LINE OF LAKEVIEW 10TH ADDITON A DISTANCE OF 470.00 FEET TO THE WEST LINE OF BILT-RITE SECOND SUBDIVISION, THENCE S00°16'47"W ON SAID WEST LINE A DISTANCE OF 219.00 FEET TO THE NORTH LINE OF KONEN SUBDIVISION, THENCE S89°41'41"W ON SAID NORTH LINE A DISTANCE OF 30.00 FEET TO THE WEST LINE OF SAID KONEN SUBDIVISION, THENCE S00°16'47"W ON SAID WEST LINE AND ALSO BEING THE WEST LINE OF D & A MARS SUBDIVISION A DISTANCE OF 146.00 FEET TO THE SOUTH LINE OF SAID D & A MARS SUBDIVISION, THENCE N89°41'41"E ON SAID SOUTH LINE A DISTANCE OF 30.00 FEET TO THE WEST LINE OF SAID BILT-RITE SECOND SUBDIVISION, THENCE S00°16'47"W ON SAID WEST LINE A DISTANCE OF 73.00 FEET TO THE NORTH LINE OF RAHRS-DOUGLAS MERTENS SUBDIVISION, THENCE S89°41'41"W ON SAID NORTH LINE A DISTANCE OF 60.00 FEET TO THE WEST LINE OF SAID RAHRS-DOUGLAS MERTENS SUBDIVISION, THENCE S00°16'47"W ON SAID WEST LINE A DISTANCE OF 235.00 FEET TO THE NORTH RIGHT OF WAY LINE OF 31ST STREET, THENCE S89°41'41"W ON SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 153.29 FEET, THENCE S00°18'19"E A DISTANCE OF 60.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID 31ST STREET THENCE N89°41'41"E ON SAID SOUTH LINE A DISTANCE OF 152.68 FEET TO THE WEST LINE OF SAID BLANKENBAKER SUBDIVISION, THENCE

S00°16'47"W ON SAID WEST LINE AND ALSO BEING THE WEST LINE OF W & S OLIVER SUBDIVISION A DISTANCE OF 161.50 FEET TO THE SOUTH LINE OF SAID W & S OLIVER SUBDIVISION, THENCE N89°41'41"E ON SAID SOUTH LINE A DISTANCE OF 60.00 FEET TO THE WEST LINE OF BILT-RITE SUBDIVISION, THENCE S00°16'46"W ON SAID WEST LINE A DISTANCE OF 176.30 FEET TO THE NORTH LINE OF BLOCK 4 LAKEVIEW 6 ADDITION, THENCE S89°48'21"W ON AND THE EXTENDED SAID NORTH LINE A DISTANCE OF 313.56 FEET TO THE WEST LINE OF LOT 1 OF SAID BLOCK 4 LAKEVIEW 6TH ADDITION, THENCE N00°01'59"E ON SAID WEST LINE A DISTANCE OF 44.19 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, THENCE N87°08'21"W A DISTANCE OF 120.47 FEET, THENCE N00°18'19"W A DISTANCE OF 746.37 FEET, THENCE S89°41'41"W A DISTANCE OF 25.49 FEET, THENCE N00°18'19"W A DISTANCE OF 272.93 FEET TO THE POINT OF BEGINNING, CONTAINING 9.88 ACRES MORE OR LESS.

The improvements to be constructed are:

Approximately 1,254 feet of 8" ductile iron water main to be installed in the east ROW of Lakeview Avenue. New water main will connect the 8" water main on Lakeview Avenue north of Martin Drive to the 8" water main on Lakeview Avenue south of 33rd Street.

The District and the improvements to be constructed therein are all within the corporate limits of the City or within the extraterritorial zoning jurisdiction of the City.

Section 3. The City Engineering Department has prepared detailed plans and specifications for the improvements to be constructed in the District and an estimate of costs for the same in the amount of \$257,594, all of which have been filed with the Clerk and are hereby approved.

Section 4. The Clerk is hereby authorized to advertise for bids for the construction of the improvements to be made in the District in accordance with all applicable provisions of law. Upon acceptance of any bid therefor, the Mayor and Clerk are authorized to enter into a contract on behalf of the City for such work, and such contract shall be executed by the Mayor and attested by the Clerk. The Council shall have and hereby reserves the right to reject any and all bids received.

Section 5. The improvements to be constructed in the District shall be made at public cost, but special assessments on the properties especially benefited thereby shall be levied to reimburse the City to the extent provided by law.

Section 6. For the purpose of paying the costs of the improvements to be made in the District, the Mayor and Council may issue warrants or bond anticipation notes of the City in the form and manner provided by law. To effect the final payment and retirement of such warrants and bond anticipation notes, or to pay for any of the improvements authorized herein, the Mayor and Council may issue bonds in the manner and form provided by law and shall assess the costs of such improvements to the property in the District in proportion to the benefits derived from such improvements.

Section 7. Ordinance No 4707 previously enacted on May 23, 2022 is hereby repealed.

Section 8. If any section or other part of this Ordinance is for any reason held invalid, the invalidity thereof shall not affect the validity of any other provision of this Ordinance.

Section 9. All ordinances, resolutions or orders, or parts thereof in conflict with the provisions of this Ordinance are to be extent of such conflict hereby repealed.

Section 10. This Ordinance shall be published in the manner and form provided by law and shall take effect and be in full force from and after its due passage, approval and publication as provided by law.

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CITY OF HASTINGS, NEBRASKA

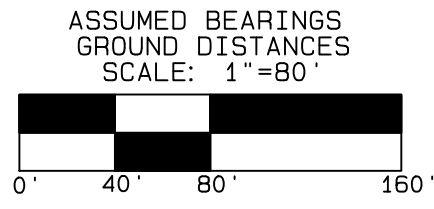
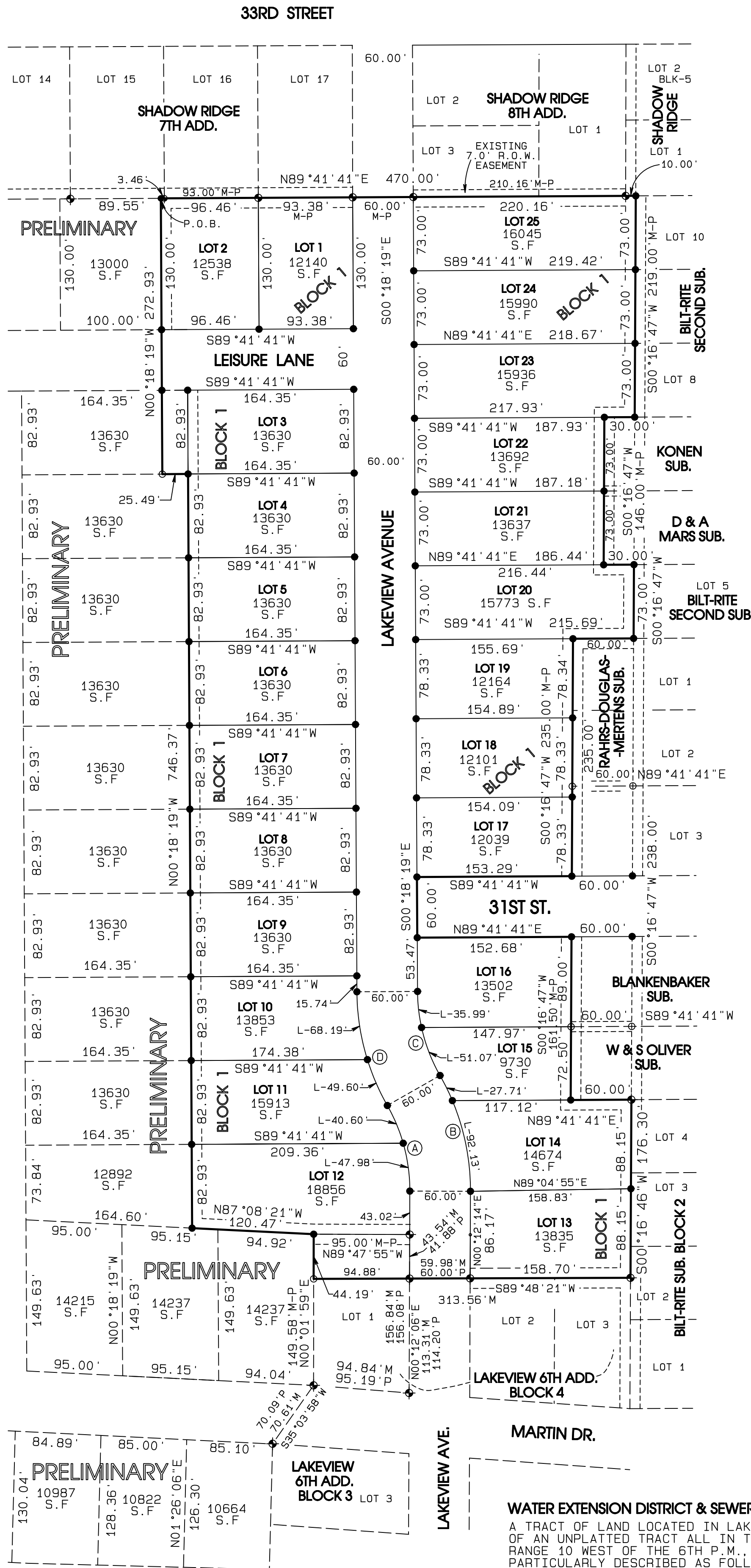
ATTEST:

By: _____
Mayor

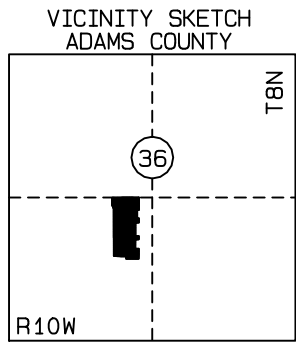
By: _____
Clerk

[S E A L]

LAKEVIEW 10TH ADDITION
WATER EXTENSION DISTRICT 2022-2
SEWER EXTENSION DISTRICT 2022-1



CURVE DATA	
(A)	CHB=N14°43'21\"W CHD=87.58' L=88.58' R=170.00'
(B)	CHB=N14°43'21\"W CHD=118.49' L=119.84' R=230.00'
(C)	CHB=N14°58'38\"W CHD=86.12' L=87.06' R=170.00'
(D)	CHB=N14°58'38\"W CHD=116.51' L=117.79' R=230.00'



FLOOD PLAIN NOTE:
NO PORTION OF THE PROPERTY SHOWN ON THIS FINAL PLAT IS LOCATED WITHIN THE 100 YEAR FLOOD HAZARD ZONE "A" ACCORDING TO THE FLOOD HAZARD BOUNDARY MAPS AS PROVIDED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, FEDERAL INSURANCE ADMINISTRATION, COMMUNITY PANEL NO. 31001C0157C EFFECTIVE ON 07/05/2018.

GPS PROJECT # 028-2022-B SHEET 1 OF 1
SURVEYOR'S CERTIFICATE:

I, HEREBY CERTIFY THAT THIS PLAT OF A SURVEY WAS MADE BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE, AND THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA, COMPLETED ON APRIL 14TH, 2022.
REVISED ON 10/20/2022.

Joshua E. Grummert
JOSHUA E. GRUMMERT | LS-783



- LEGEND :
- M-MEASURED DISTANCE
 - R-RECORD DISTANCE
 - G-GOVERNMENT DISTANCE
 - P-PLATTED DISTANCE
 - D-DEED DISTANCE
 - 10' UTILITY EASEMENT UNLESS NOTED
 - ◆ FOUND CORNER
 - CALCULATED POINT
 - SET 1/2" X 24" REBAR WITH BLUE LS-783 CAP UNLESS NOTED OTHERWISE

GRUMMERT PROFESSIONAL SERVICES, LLC
PO BOX 37, KENESAW, NE 68956
PHONE 402-879-5701 EMAIL jmgrummert@yahoo.com
WEBSITE www.grummertsurveying.com

WATER EXTENSION DISTRICT & SEWER EXTENSION DISTRICT 2022-1 DESCRIPTION:
A TRACT OF LAND LOCATED IN LAKEVIEW 10TH ADDITION, LAKEVIEW 6TH ADDITION BLOCK 4, AND PART OF AN UNPLATTED TRACT ALL IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 8 NORTH, RANGE 10 WEST OF THE 6TH P.M., IN THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF LOT 2 BLOCK 1 LAKEVIEW 10TH ADDITION, THENCE N89°41'41"E CONTINUING ON THE NORTH LINE OF LAKEVIEW 10TH ADDITION A DISTANCE OF 470.00 FEET TO THE WEST LINE OF BILT-RITE SECOND SUBDIVISION, THENCE S00°16'47"W ON SAID WEST LINE A DISTANCE OF 219.00 FEET TO THE NORTH LINE OF KONEN SUBDIVISION, THENCE S89°41'41"W ON SAID NORTH LINE A DISTANCE OF 30.00 FEET TO THE WEST LINE OF SAID KONEN SUBDIVISION, THENCE S00°16'47"W ON SAID WEST LINE AND ALSO BEING THE WEST LINE OF D & A MARS SUBDIVISION A DISTANCE OF 146.00 FEET TO THE SOUTH LINE OF SAID D & A MARS SUBDIVISION, THENCE N89°41'41"E ON SAID SOUTH LINE A DISTANCE OF 30.00 FEET TO THE WEST LINE OF SAID BILT-RITE SECOND SUBDIVISION, THENCE S00°16'47"W ON SAID WEST LINE A DISTANCE OF 73.00 FEET TO THE NORTH LINE OF RAHRS-DOUGLAS MERTENS SUBDIVISION, THENCE S89°41'41"W ON SAID NORTH LINE A DISTANCE OF 60.00 FEET TO THE WEST LINE OF SAID RAHRS-DOUGLAS MERTENS SUBDIVISION, THENCE S00°16'47"W ON SAID WEST LINE A DISTANCE OF 235.00 FEET TO THE NORTH RIGHT OF WAY LINE OF 31ST STREET, THENCE S89°41'41"W ON SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 153.29 FEET, THENCE S00°18'19"E A DISTANCE OF 60.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID 31ST STREET THENCE N89°41'41"E ON SAID SOUTH LINE A DISTANCE OF 152.68 FEET TO THE WEST LINE OF SAID BLANKENBAKER SUBDIVISION, THENCE S00°16'47"W ON SAID WEST LINE AND ALSO BEING THE WEST LINE OF W & S OLIVER SUBDIVISION, THENCE N89°41'41"E ON SAID SOUTH LINE A DISTANCE OF 60.00 FEET TO THE WEST LINE OF BILT-RITE SUBDIVISION, THENCE S00°16'46"W ON SAID WEST LINE A DISTANCE OF 176.30 FEET TO THE NORTH LINE OF BLOCK 4 LAKEVIEW 6 ADDITION, THENCE S89°48'21"W ON AND THE EXTENDED SAID NORTH LINE A DISTANCE OF 313.56 FEET TO THE WEST LINE OF LOT 1 OF SAID BLOCK 4 LAKEVIEW 6TH ADDITION, THENCE N00°01'59"E ON SAID WEST LINE A DISTANCE OF 44.19 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, THENCE N87°08'21"W A DISTANCE OF 120.47 FEET, THENCE N00°18'19"W A DISTANCE OF 746.37 FEET, THENCE S89°41'41"W A DISTANCE OF 25.49 FEET, THENCE N00°18'19"W A DISTANCE OF 272.93 FEET TO THE POINT OF BEGINNING, CONTAINING 9.88 ACRES MORE OR LESS.

Department: Engineering
Staff Contact: Lee Vrooman
Council Meeting Date: 11/28/2022

AGENDA ITEM SUMMARY SHEET

Description of Item:

Ordinance No. 4724 repealing Ordinance No. 4708 and creating Sewer Extension District No. 2022-1 Lakeview 10th Addition

Names of People/Business affected by this action:

City of Hastings

Why Council action is required:

Council approval is required for Ordinance

Type of action requested:

Ordinance

Suggested motion:

Motion to approve Ordinance No. 4724 repealing Ordinance No. 4708 and creating Sewer Extension District No. 2022-1 Lakeview 10th Addition

Deadlines associated with action:

Department head comments:

There was a mistake in the legal description that we are cleaning up. In reviewing the legal description we also found that two parcels of land were not included in the original district that should have been. The added parcels additionally changed the legal description further. To clean this up, Ordinance 4708 is repealed and Ordinance 4724 will be created.

Mr. Alan Anderson requested this sewer extension district be created to serve the Lakeview 10th Addition with sewer. An 8" main will be installed to serve the houses from Martin Drive to 33rd Street on Lakeview Avenue, connecting into existing 8" sewer mains. This ordinance will create Sewer Extension District 2022-1. Sewer Extension Districts do not require a remonstrance period. However, they do require a super majority vote of the Council for approval.

Recommend Approval

City Administrator comments:

ORDINANCE NO. 4724

AN ORDINANCE OF THE CITY OF HASTINGS, NEBRASKA REPEALING ORDINANCE NO 4708 AND CREATING SEWER EXTENSION DISTRICT NO. 2022-1; DEFINING THE BOUNDARIES AND LIMITS THEREOF; PROVIDING FOR THE CONSTRUCTION OF SEWER MAINS AND OTHER NECESSARY AND INCIDENTAL WORK; PROVIDING FOR ASSESSMENT OF THE COSTS OF SUCH IMPROVEMENTS AGAINST THE PROPERTY ESPECIALLY BENEFITED THEREBY AND THE LEVY OF GENERAL TAXES; PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE; AND RELATED MATTERS

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

Section 1. The Mayor and Council hereby deem it necessary and advisable to extend municipal Sewer service to territory beyond the existing Sewer system and, for such purpose, Sewer Extension District No. 2022-1 (the “**District**”) of the City of Hastings, Nebraska (the “**City**”) is hereby created pursuant to Sections 19-2402 to 19-2407, inclusive, Reissue Revised Statutes of Nebraska, as amended.

Section 2. The limits, boundaries and improvements in the District are defined and established as follows:

SEWER EXTENSION DISTRICT NO. 2022-1

The property to be included in the district and subject to special assessment consists of the area described as follows:

A TRACT OF LAND LOCATED IN LAKEVIEW 10TH ADDITION, LAKEVIEW 6TH ADDITION BLOCK 4, AND PART OF AN UNPLATTED TRACT ALL IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 8 NORTH, RANGE 10 WEST OF THE 6TH P.M., IN THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 2 BLOCK 1 LAKEVIEW 10TH ADDITON, THENCE N89°41'41"E CONTINUING ON THE NORTH LINE OF LAKEVIEW 10TH ADDITON A DISTANCE OF 470.00 FEET TO THE WEST LINE OF BILT-RITE SECOND SUBDIVISION, THENCE S00°16'47"W ON SAID WEST LINE A DISTANCE OF 219.00 FEET TO THE NORTH LINE OF KONEN SUBDIVISION, THENCE S89°41'41"W ON SAID NORTH LINE A DISTANCE OF 30.00 FEET TO THE WEST LINE OF SAID KONEN SUBDIVISION, THENCE S00°16'47"W ON SAID WEST LINE AND ALSO BEING THE WEST LINE OF D & A MARS SUBDIVISION A DISTANCE OF 146.00 FEET TO THE SOUTH LINE OF SAID D & A MARS SUBDIVISION, THENCE N89°41'41"E ON SAID SOUTH LINE A DISTANCE OF 30.00 FEET TO THE WEST LINE OF SAID BILT-RITE SECOND SUBDIVISION, THENCE S00°16'47"W ON SAID WEST LINE A DISTANCE OF 73.00 FEET TO THE NORTH LINE OF RAHRS-DOUGLAS MERTENS SUBDIVISION, THENCE S89°41'41"W ON SAID NORTH LINE A DISTANCE OF 60.00 FEET TO THE WEST LINE OF SAID RAHRS-DOUGLAS MERTENS SUBDIVISION, THENCE S00°16'47"W ON SAID WEST LINE A DISTANCE OF 235.00 FEET TO THE NORTH RIGHT OF WAY LINE OF 31ST STREET, THENCE S89°41'41"W ON SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 153.29 FEET, THENCE S00°18'19"E A DISTANCE OF 60.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID 31ST STREET THENCE N89°41'41"E ON SAID SOUTH LINE A DISTANCE OF 152.68 FEET TO THE WEST LINE OF SAID BLANKENBAKER SUBDIVISION, THENCE

S00°16'47"W ON SAID WEST LINE AND ALSO BEING THE WEST LINE OF W & S OLIVER SUBDIVISION A DISTANCE OF 161.50 FEET TO THE SOUTH LINE OF SAID W & S OLIVER SUBDIVISION, THENCE N89°41'41"E ON SAID SOUTH LINE A DISTANCE OF 60.00 FEET TO THE WEST LINE OF BILT-RITE SUBDIVISION, THENCE S00°16'46"W ON SAID WEST LINE A DISTANCE OF 176.30 FEET TO THE NORTH LINE OF BLOCK 4 LAKEVIEW 6 ADDITION, THENCE S89°48'21"W ON AND THE EXTENDED SAID NORTH LINE A DISTANCE OF 313.56 FEET TO THE WEST LINE OF LOT 1 OF SAID BLOCK 4 LAKEVIEW 6TH ADDITION, THENCE N00°01'59"E ON SAID WEST LINE A DISTANCE OF 44.19 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, THENCE N87°08'21"W A DISTANCE OF 120.47 FEET, THENCE N00°18'19"W A DISTANCE OF 746.37 FEET, THENCE S89°41'41"W A DISTANCE OF 25.49 FEET, THENCE N00°18'19"W A DISTANCE OF 272.93 FEET TO THE POINT OF BEGINNING, CONTAINING 9.88 ACRES MORE OR LESS.

The improvements to be constructed are:

Approximately 1,181 feet of 8" PVC sewer main to be installed in the center of Lakeview Avenue. New sewer main will connect to the existing 8" sewer main on Lakeview Avenue north of Martin Drive and end on Lakeview Avenue at Lot 22. Another section of new sewer main will connect to the existing 8" sewer main on Lakeview Avenue south of 33rd street and run south to the intersection of Lakeview Avenue and Leisure Lane then west on Leisure Lane 234 feet.

The District and the improvements to be constructed therein are all within the corporate limits of the City or within the extraterritorial zoning jurisdiction of the City.

Section 3. The City Engineering Department has prepared detailed plans and specifications for the improvements to be constructed in the District and an estimate of costs for the same in the amount of \$186,722, all of which have been filed with the Clerk and are hereby approved.

Section 4. The Clerk is hereby authorized to advertise for bids for the construction of the improvements to be made in the District in accordance with all applicable provisions of law. Upon acceptance of any bid therefor, the Mayor and Clerk are authorized to enter into a contract on behalf of the City for such work, and such contract shall be executed by the Mayor and attested by the Clerk. The Council shall have and hereby reserves the right to reject any and all bids received.

Section 5. The improvements to be constructed in the District shall be made at public cost, but special assessments on the properties especially benefited thereby shall be levied to reimburse the City to the extent provided by law.

Section 6. For the purpose of paying the costs of the improvements to be made in the District, the Mayor and Council may issue warrants or bond anticipation notes of the City in the form and manner provided by law. To effect the final payment and retirement of such warrants and bond anticipation notes, or to pay for any of the improvements authorized herein, the Mayor and Council may issue bonds in the manner and form provided by law and shall assess the costs of such improvements to the property in the District in proportion to the benefits derived from such improvements.

Section 7. Ordinance No 4708 previously enacted on May 23, 2022 is hereby repealed.

Section 8. If any section or other part of this Ordinance is for any reason held invalid, the invalidity thereof shall not affect the validity of any other provision of this Ordinance.

Section 9. All ordinances, resolutions or orders, or parts thereof in conflict with the provisions of this Ordinance are to be extent of such conflict hereby repealed.

Section 10. This Ordinance shall be published in the manner and form provided by law and shall take effect and be in full force from and after its due passage, approval and publication as provided by law.

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CITY OF HASTINGS, NEBRASKA

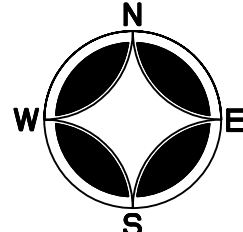
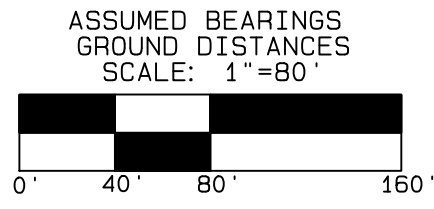
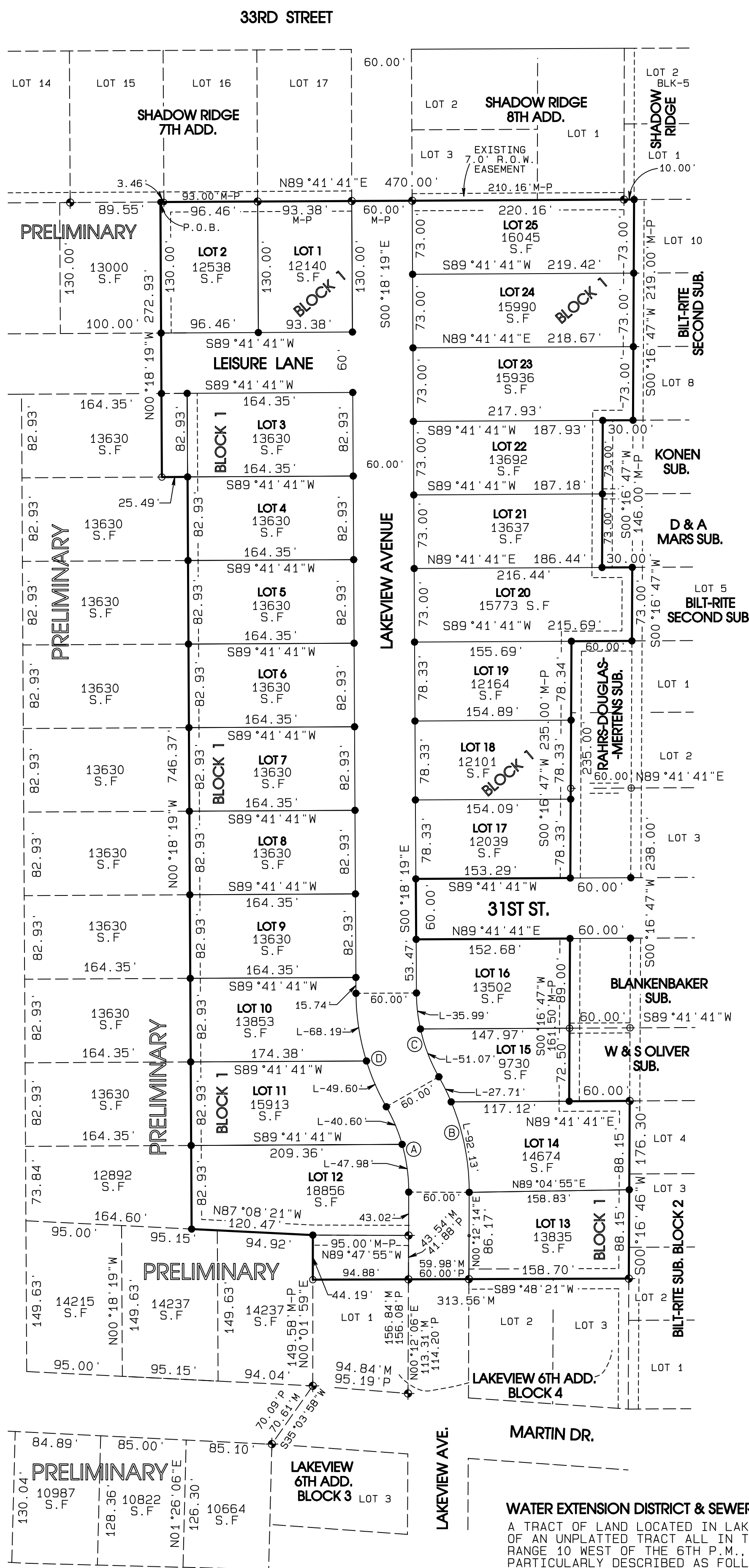
ATTEST:

By: _____
Mayor

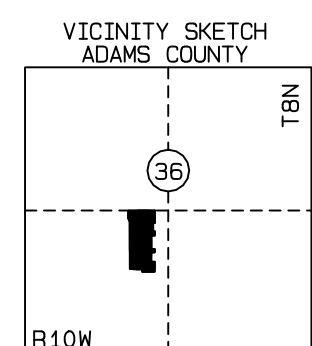
By: _____
Clerk

[S E A L]

LAKEVIEW 10TH ADDITION
WATER EXTENSION DISTRICT 2022-2
SEWER EXTENSION DISTRICT 2022-1



CURVE DATA	
(A)	CHB=N14°43'21"W CHD=87.58' L=88.58' R=170.00'
(B)	CHB=N14°43'21"W CHD=118.49' L=119.84' R=230.00'
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(D)	CHB=N14°58'38"W CHD=116.51' L=117.79' R=230.00'



FLOOD PLAIN NOTE:
NO PORTION OF THE PROPERTY SHOWN ON THIS FINAL PLAT IS LOCATED WITHIN THE 100 YEAR FLOOD HAZARD ZONE "A" ACCORDING TO THE FLOOD HAZARD BOUNDARY MAPS AS PROVIDED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, FEDERAL INSURANCE ADMINISTRATION, COMMUNITY PANEL NO. 31001C0157C EFFECTIVE ON 07/05/2018.

GPS PROJECT # 028-2022-B SHEET 1 OF 1
SURVEYOR'S CERTIFICATE:

I, HEREBY CERTIFY THAT THIS PLAT OF A SURVEY WAS MADE BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE, AND THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA, COMPLETED ON APRIL 14TH, 2022.
REVISED ON 10/20/2022.

Joshua E. Grummert
JOSHUA E. GRUMMERT | LS-783



- LEGEND :
- M-MEASURED DISTANCE
 - R-RECORD DISTANCE
 - G-GOVERNMENT DISTANCE
 - P-PLATTED DISTANCE
 - D-DEED DISTANCE
 - 10' UTILITY EASEMENT UNLESS NOTED
 - ◆ FOUND CORNER
 - CALCULATED POINT
 - SET 1/2" X 24" REBAR WITH BLUE LS-783 CAP UNLESS NOTED OTHERWISE

GRUMMERT PROFESSIONAL SERVICES, LLC
PO BOX 37, KENESAW, NE 68956
PHONE 402-879-5701 EMAIL jmgrummert@yahoo.com
WEBSITE www.grummertsurveying.com

WATER EXTENSION DISTRICT & SEWER EXTENSION DISTRICT 2022-1 DESCRIPTION:
A TRACT OF LAND LOCATED IN LAKEVIEW 10TH ADDITION, LAKEVIEW 6TH ADDITION BLOCK 4, AND PART OF AN UNPLATTED TRACT ALL IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 8 NORTH, RANGE 10 WEST OF THE 6TH P.M., IN THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF LOT 2 BLOCK 1 LAKEVIEW 10TH ADDITION, THENCE N89°41'41"E CONTINUING ON THE NORTH LINE OF LAKEVIEW 10TH ADDITION A DISTANCE OF 470.00 FEET TO THE WEST LINE OF BILT-RITE SECOND SUBDIVISION, THENCE S00°16'47"W ON SAID WEST LINE A DISTANCE OF 219.00 FEET TO THE NORTH LINE OF KONEN SUBDIVISION, THENCE S89°41'41"W ON SAID NORTH LINE A DISTANCE OF 30.00 FEET TO THE WEST LINE OF SAID KONEN SUBDIVISION, THENCE S00°16'47"W ON SAID WEST LINE AND ALSO BEING THE WEST LINE OF D & A MARS SUBDIVISION A DISTANCE OF 146.00 FEET TO THE SOUTH LINE OF SAID D & A MARS SUBDIVISION, THENCE N89°41'41"E ON SAID SOUTH LINE A DISTANCE OF 30.00 FEET TO THE WEST LINE OF SAID BILT-RITE SECOND SUBDIVISION, THENCE S00°16'47"W ON SAID WEST LINE A DISTANCE OF 73.00 FEET TO THE NORTH LINE OF RAHRS-DOUGLAS MERTENS SUBDIVISION, THENCE S89°41'41"W ON SAID NORTH LINE A DISTANCE OF 60.00 FEET TO THE WEST LINE OF SAID RAHRS-DOUGLAS MERTENS SUBDIVISION, THENCE S00°16'47"W ON SAID WEST LINE A DISTANCE OF 235.00 FEET TO THE NORTH RIGHT OF WAY LINE OF 31ST STREET, THENCE S89°41'41"W ON SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 153.29 FEET, THENCE S00°18'19"E A DISTANCE OF 60.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID 31ST STREET THENCE N89°41'41"E ON SAID SOUTH LINE A DISTANCE OF 152.68 FEET TO THE WEST LINE OF SAID BLANKENBAKER SUBDIVISION, THENCE S00°16'47"W ON SAID WEST LINE AND ALSO BEING THE WEST LINE OF W & S OLIVER SUBDIVISION, THENCE N89°41'41"E ON SAID SOUTH LINE A DISTANCE OF 60.00 FEET TO THE WEST LINE OF BILT-RITE SUBDIVISION, THENCE S00°16'46"W ON SAID WEST LINE A DISTANCE OF 176.30 FEET TO THE NORTH LINE OF BLOCK 4 LAKEVIEW 6 ADDITION, THENCE S89°48'21"W ON AND THE EXTENDED SAID NORTH LINE A DISTANCE OF 313.56 FEET TO THE WEST LINE OF LOT 1 OF SAID BLOCK 4 LAKEVIEW 6TH ADDITION, THENCE N00°01'59"E ON SAID WEST LINE A DISTANCE OF 44.19 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, THENCE N87°08'21"W A DISTANCE OF 120.47 FEET, THENCE N00°18'19"W A DISTANCE OF 746.37 FEET, THENCE S89°41'41"W A DISTANCE OF 25.49 FEET, THENCE N00°18'19"W A DISTANCE OF 272.93 FEET TO THE POINT OF BEGINNING, CONTAINING 9.88 ACRES MORE OR LESS.

Department: Engineering
Staff Contact: Lee Vrooman
Council Meeting Date: 11/28/2022

AGENDA ITEM SUMMARY SHEET

Description of Item:

Ordinance No 4725 repealing Ordinance No. 4709 and creating Street Improvement District 2022-2, Lakeview 10th Addition

Names of People/Business affected by this action:

City of Hastings

Why Council action is required:

Council approval is required for Ordinance

Type of action requested:

Ordinance

Suggested motion:

Motion to approve Ordinance No 4725 repealing Ordinance No. 4709 and creating Street Improvement District 2022-2, Lakeview 10th Addition

Deadlines associated with action:

Department head comments:

There was a mistake in the legal description that we are cleaning up. In reviewing the legal description we also found that two parcels of land were not included in the original district that should have been. The added parcels additionally changed the legal description further. To clean this up, Ordinance 4709 is repealed and Ordinance 4725 will be created.

Mr. Alan Anderson requested this street improvement district be created for the Lakeview 10th Addition. This ordinance will create Street Improvement District 2022-2. The project will connect Martin Drive to 33rd Street.

Recommend Approval

City Administrator comments:

ORDINANCE NO. 4725

AN ORDINANCE OF THE CITY OF HASTINGS, NEBRASKA REPEALING ORDINANCE 4709 AND CREATING A STREET IMPROVEMENT DISTRICT WITHIN THE CITY OF HASTINGS TO BE KNOWN AS STREET IMPROVEMENT DISTRICT NO. 2022-2; DEFINING THE BOUNDARIES OF SAID DISTRICT AND THE PROPERTY CONTAINED THEREIN; AND, PROVIDING FOR THE CONSTRUCTION OF IMPROVEMENTS THEREIN.

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

Section 1. The Mayor and City Council of the City of Hastings (the “City”), Adams County, Nebraska, hereby find and determine that it is in the best interests of the City to create a Street Improvement District for the construction of said improvements.

Section 2. There is hereby created within the City, a Street Improvement District to be known and designated as Street Improvement District No. 2022-2 (the “District”), the outer boundaries of which shall contain the following property within the City:

A TRACT OF LAND LOCATED IN LAKEVIEW 10TH ADDITION, LAKEVIEW 6TH ADDITION BLOCK 4, PART OF BLANKENBAKER SUBDIVISION, PART OF LOT 3 RAHRS-DOUGLAS-MERTENS SUBDIVISION AND PART OF AN UNPLATTED TRACT ALL IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 8 NORTH, RANGE 10 WEST OF THE 6TH P.M., IN THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 2 BLOCK 1 LAKEVIEW 10TH ADDITON, THENCE N89°41'41”E ON THE NORTH LINE OF LAKEVIEW 10TH ADDITON A DISTANCE OF 470.00 FEET TO THE WEST LINE OF BILT-RITE SECOND SUBDIVISION, THENCE S00°16'47”W ON SAID WEST LINE A DISTANCE OF 219.00 FEET TO THE NORTH LINE OF KONEN SUBDIVISION, THENCE S89°41'41”W ON SAID NORTH LINE A DISTANCE OF 30.00 FEET TO THE WEST LINE OF SAID KONEN SUBDIVISION, THENCE S00°16'47”W ON SAID WEST LINE AND ALSO BEING THE WEST LINE OF D & A MARS SUBDIVISION A DISTANCE OF 146.00 FEET TO THE SOUTH LINE OF SAID D & A MARS SUBDIVISION, THENCE N89°41'41”E ON SAID SOUTH LINE A DISTANCE OF 30.00 FEET TO THE WEST LINE OF SAID BILT-RITE SECOND SUBDIVISION, THENCE S00°16'47”W ON SAID WEST LINE A DISTANCE OF 73.00 FEET TO THE NORTH LINE OF RAHRS-DOUGLAS MERTENS SUBDIVISION, THENCE S89°41'41”W ON SAID NORTH LINE A DISTANCE OF 60.00 FEET TO THE WEST LINE OF SAID RAHRS-DOUGLAS MERTENS SUBDIVISION, THENCE S00°16'47”W ON SAID WEST LINE A DISTANCE OF 146.00 FEET TO THE SOUTH LINE OF LOT 2 OF SAID RAHRS-DOUGLAS MERTENS SUBDIVISION, THENCE N89°41'41”E ON SAID SOUTH LINE A DISTANCE OF 60.00 FEET, THENCE S00°16'47”W A DISTANCE OF 238.00 FEET TO THE NORTH LINE OF W & S OLIVER SUBDIVISION THENCE S89°41'41”W ON SAID NORTH LINE A DISTANCE OF 60.00 FEET TO THE WEST LINE OF SAID W & S OLIVER SUBDIVISION, THENCE S00°16'47”W ON SAID WEST LINE A DISTANCE OF 72.50 FEET TO THE SOUTH LINE OF SAID W & S OLIVER SUBDIVISION THENCE N89°41'41”E ON SAID SOUTH LINE A DISTANCE OF 60.00 FEET TO THE WEST LINE OF BILT-RITE SUBDIVISION, THENCE S00°16'46”W ON SAID WEST LINE A DISTANCE OF 176.30 FEET TO THE NORTH LINE OF BLOCK 4 LAKEVIEW 6 ADDITION, THENCE S89°48'21”W ON AND THE EXTENDED SAID NORTH LINE A DISTANCE OF 313.56

FEET TO THE WEST LINE OF LOT 1 OF SAID BLOCK 4 LAKEVIEW 6TH ADDITION, THENCE N00°01'59"E ON SAID WEST LINE A DISTANCE OF 44.19 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, THENCE N87°08'21"W ON THE SOUTH LINE OF LOT 12 OF SAID LAKEVIEW 10TH ADDITION A DISTANCE OF 120.47 FEET TO THE WEST LINE OF SAID LAKEVIEW 10TH ADDITION, THENCE N00°18'19"W ON SAID WEST LINE A DISTANCE OF 746.37 FEET, THENCE S89°41'41"W A DISTANCE OF 25.49 FEET, THENCE N00°18'19"W A DISTANCE OF 272.93 FEET TO THE POINT OF BEGINNING, CONTAINING 10.42 ACRES MORE OR LESS.

All or a portion of the Streets within the District shall be improved by removing existing surfaces, paving, grading, resurfacing or relaying existing pavement, constructing or reconstructing curbs, gutters, sidewalks, lighting systems, signage, and any necessary improvements incidental thereto as authorized by Section 17-509, Reissue Revised Statutes of Nebraska, 2012, as amended.

Section 3. All of said improvements shall be constructed to the established grades as fixed by ordinances of the City of Hastings, and shall be constructed in accordance with plans and specifications to be prepared by City Engineers, of which plans shall be approved by the Mayor and City Council.

Section 4. The Mayor and City Council hereby determine that the construction of improvements in the District shall be funded by levy of special assessment as provided in Section 17-509, Reissue Revised Statutes of Nebraska, 2012. Notice of the creation of the District shall be published in the Hastings Tribune, a legal newspaper of general circulation within the City, for three weeks after publication of this ordinance.

Section 5. Ordinance No 4709 previously enacted on May 23, 2022 is hereby repealed.

Section 6. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any of the other provisions of this Ordinance.

PASSED AND APPROVED ___th day of November, 2022.

Mayor

ATTEST:

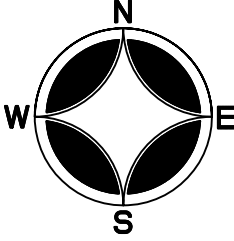
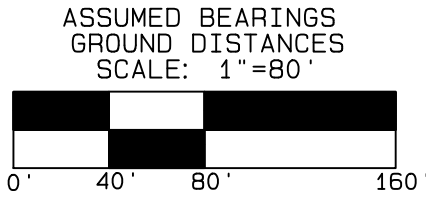
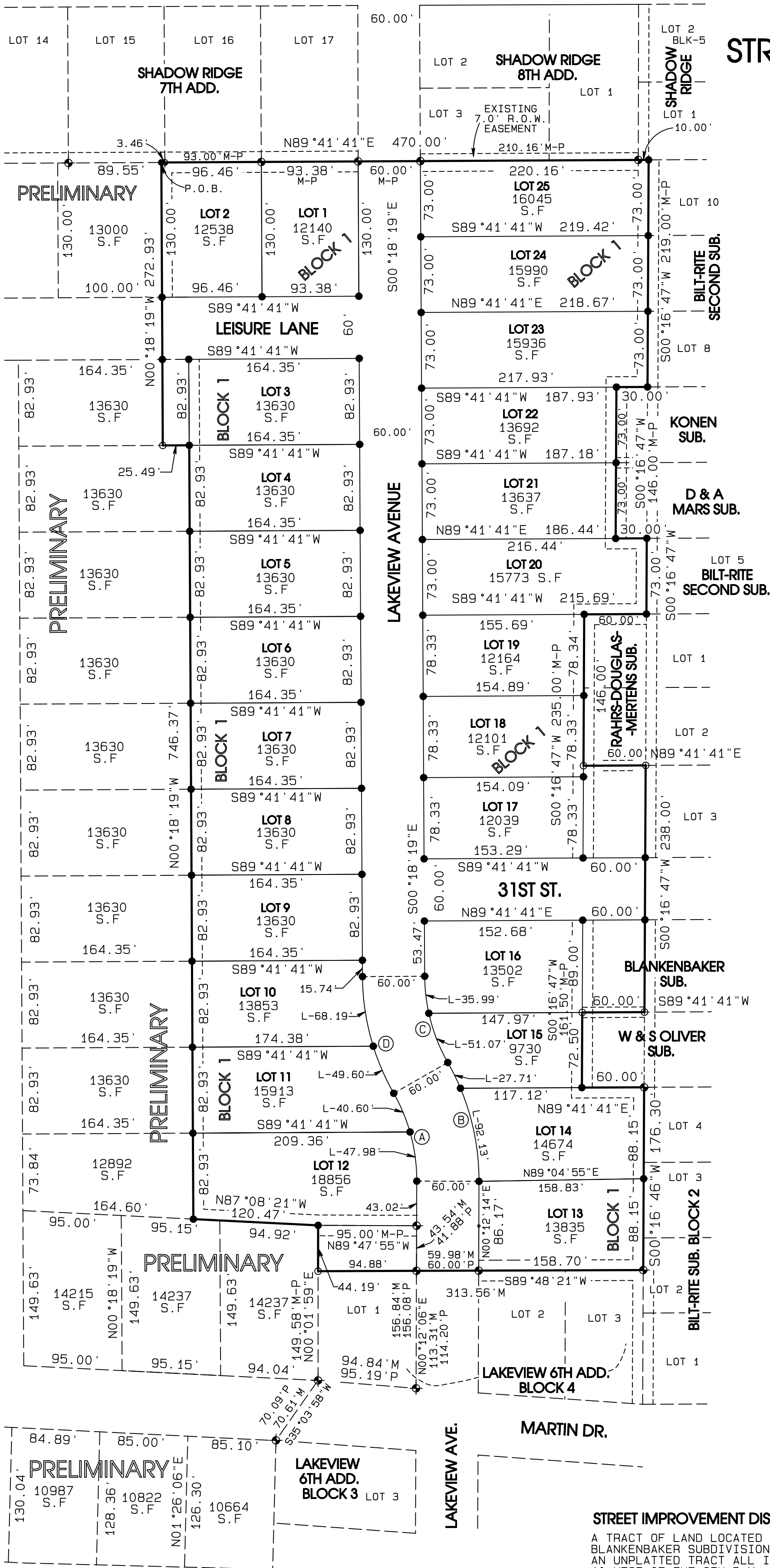
City Clerk

(SEAL)

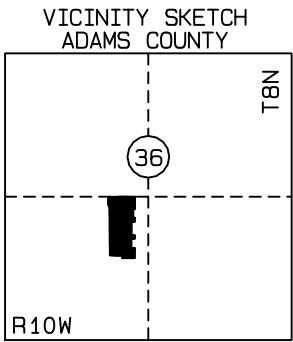
33RD STREET

LAKEVIEW 10TH ADDITION

STREET IMPROVEMENT DISTRICT 2022-2



CURVE DATA	
(A)	CHB=N14°43'21"W CHD=87.58' L=88.58' R=170.00'
(B)	CHB=N14°43'21"W CHD=118.49' L=119.84' R=230.00'
(C)	CHB=N14°58'38"W CHD=86.12' L=87.06' R=170.00'
(D)	CHB=N14°58'38"W CHD=116.51' L=117.79' R=230.00'



FLOOD PLAIN NOTE:
NO PORTION OF THE PROPERTY SHOWN ON THIS FINAL PLAT IS LOCATED WITHIN THE 100 YEAR FLOOD HAZARD ZONE "A" ACCORDING TO THE FLOOD HAZARD BOUNDARY MAPS AS PROVIDED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, FEDERAL INSURANCE ADMINISTRATION, COMMUNITY PANEL NO. 31001C0157C EFFECTIVE ON 07/05/2018.

GPS PROJECT # 028-2022-B SHEET 1 OF 1
SURVEYOR'S CERTIFICATE:

I, HEREBY CERTIFY THAT THIS PLAT OF A SURVEY WAS MADE BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE, AND THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA, COMPLETED ON APRIL 14TH, 2022.
REVISED ON 10/20/2022.

Joshua E. Grummert
JOSHUA E. GRUMMERT | LS-783



LEGEND :
M-MEASURED DISTANCE
R-RECORD DISTANCE
G-GOVERNMENT DISTANCE
P-PLATTED DISTANCE
D-DEED DISTANCE
----- 10' UTILITY EASEMENT UNLESS NOTED
◆ FOUND CORNER
○ CALCULATED POINT
● SET 1/2" X 24" REBAR WITH BLUE LS-783 CAP UNLESS NOTED OTHERWISE

GRUMMERT PROFESSIONAL SERVICES, LLC
PO BOX 37, KENESAW, NE 68956
PHONE 402-879-5701 EMAIL jmgrummert@yahoo.com
WEBSITE www.grummertsurveying.com

STREET IMPROVEMENT DISTRICT 2022-2 DESCRIPTION:

A TRACT OF LAND LOCATED IN LAKEVIEW 10TH ADDITION, LAKEVIEW 6TH ADDITION BLOCK 4, PART OF BLANKENBAKER SUBDIVISION, PART OF LOT 3 RAHRS-DOUGLAS-MERTENS SUBDIVISION AND PART OF AN UNPLATTED TRACT ALL IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 8 NORTH, RANGE 10 WEST OF THE 6TH P.M., IN THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF LOT 2 BLOCK 1 LAKEVIEW 10TH ADDITION, THENCE N89°41'41"E ON THE NORTH LINE OF LAKEVIEW 10TH ADDITION A DISTANCE OF 470.00 FEET TO THE WEST LINE OF BILT-RITE SECOND SUBDIVISION, THENCE S00°16'47"W ON SAID WEST LINE A DISTANCE OF 219.00 FEET TO THE NORTH LINE OF KONEN SUBDIVISION, THENCE S89°41'41"W ON SAID NORTH LINE A DISTANCE OF 30.00 FEET TO THE WEST LINE OF SAID KONEN SUBDIVISION, THENCE S00°16'47"W ON SAID WEST LINE AND ALSO BEING THE WEST LINE OF D & A MARS SUBDIVISION A DISTANCE OF 146.00 FEET TO THE SOUTH LINE OF SAID D & A MARS SUBDIVISION, THENCE N89°41'41"E ON SAID SOUTH LINE A DISTANCE OF 30.00 FEET TO THE WEST LINE OF SAID BILT-RITE SECOND SUBDIVISION, THENCE S00°16'47"W ON SAID WEST LINE A DISTANCE OF 73.00 FEET TO THE NORTH LINE OF RAHRS-DOUGLAS MERTENS SUBDIVISION, THENCE S89°41'41"W ON SAID NORTH LINE A DISTANCE OF 60.00 FEET TO THE WEST LINE OF SAID RAHRS-DOUGLAS MERTENS SUBDIVISION, THENCE S00°16'47"W ON SAID WEST LINE A DISTANCE OF 146.00 FEET TO THE SOUTH LINE OF LOT 2 OF SAID RAHRS-DOUGLAS MERTENS SUBDIVISION, THENCE N89°41'41"E ON SAID SOUTH LINE A DISTANCE OF 60.00 FEET, THENCE S00°16'47"W A DISTANCE OF 238.00 FEET TO THE NORTH LINE OF W & S OLIVER SUBDIVISION, THENCE S89°41'41"W ON SAID NORTH LINE A DISTANCE OF 60.00 FEET TO THE WEST LINE OF SAID W & S OLIVER SUBDIVISION, THENCE S00°16'47"W ON SAID WEST LINE A DISTANCE OF 72.50 FEET TO THE SOUTH LINE OF SAID W & S OLIVER SUBDIVISION, THENCE N89°41'41"E ON SAID SOUTH LINE A DISTANCE OF 60.00 FEET TO THE WEST LINE OF BILT-RITE SUBDIVISION, THENCE S00°16'46"W ON SAID WEST LINE A DISTANCE OF 176.30 FEET TO THE NORTH LINE OF BLOCK 4 LAKEVIEW 6 ADDITION, THENCE S89°48'21"W ON AND THE EXTENDED SAID NORTH LINE A DISTANCE OF 313.56 FEET TO THE WEST LINE OF LOT 1 OF SAID BLOCK 4 LAKEVIEW 6TH ADDITION, THENCE N00°01'59"E ON SAID WEST LINE A DISTANCE OF 44.19 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, THENCE N87°08'21"W ON THE SOUTH LINE OF LOT 12 OF SAID LAKEVIEW 10TH ADDITION A DISTANCE OF 120.47 FEET TO THE WEST LINE OF SAID LAKEVIEW 10TH ADDITION, THENCE N00°18'19"W ON SAID WEST LINE A DISTANCE OF 746.37 FEET, THENCE S89°41'41"W A DISTANCE OF 25.49 FEET, THENCE N00°18'19"W A DISTANCE OF 272.93 FEET TO THE POINT OF BEGINNING, CONTAINING 10.42 ACRES MORE OR LESS.

Department: Engineering
Staff Contact: Lee Vrooman
Council Meeting Date: 11/28/2022

AGENDA ITEM SUMMARY SHEET

Description of Item:

Resolution No. 2022-42 approving the plans, specifications and authorization to advertise for bids for Lakeview 10th Water Extension District 2022-2 and Sewer Extension District 2022-1

Names of People/Business affected by this action:

City of Hastings

Why Council action is required:

Council approval is required, District Creation Protocol

Type of action requested:

Resolution

Suggested motion:

Motion to approve Resolution No. 2022-42 approving the plans, specifications and authorization to advertise for bids for Lakeview 10th Water Extension District 2022-2 and Sewer Extension District 2022-1

Deadlines associated with action:

Department head comments:

Water Extension District 2022-2 was created by Ordinance No. 4723 and Sewer Extension District 2022-1 was created by Ordinance No. 4724. Plans and specifications have been completed and are included in the packet. The bid opening date for this work will be December 21st with an award date of January 9, 2024.

Recommend Approval

City Administrator comments:

RESOLUTION 2022-42

RESOLUTION APPROVING THE PLANS, SPECIFICATIONS AND AUTHORIZATION TO ADVERTISE FOR BIDS FOR LAKEVIEW 10TH WATER EXTENSION DISTRICT 2022-2 AND SEWER EXTENSION DISTRICT 2022-1 IN THE CITY OF HASTINGS, NEBRASKA, AS PREPARED BY THE CITY ENGINEER AND DIRECTING THE ADVERTISEMENT FOR BIDS.

BE IT RESOLVED, by the Mayor and City Council of the City of Hastings, Nebraska:

That the plans, specifications and estimate of cost prepared by the City Engineer and filed in the office of the City Clerk for the construction of improvements in Lakeview 10th Water Extension District 2022-2 and Sewer Extension District 2022-1 in the City of Hastings, Nebraska, be and the same are hereby approved and the City Clerk is directed to advertise for bids in the form of the notice or notices prepared by the City Engineer which are hereby approved.

PASSED AND APPROVED this 28th day of November, 2022.

Mayor

ATTEST:

City Clerk

(SEAL)

Approved as to form:

City Attorney

FORMAL CONTRACT AND SPECIFICATIONS

Lakeview 10th Water and Sewer Additions

CITY OF HASTINGS

Contract No. HU 2022-37

Sealed Proposals Will Be Opened Promptly At
1:30 PM, Wednesday, December 21, 2022

Bid Submitted By: _____



ADVERTISEMENT FOR BIDS

The City of Hastings, Nebraska, will receive bids for the: **Lakeview 10th Water and Sewer Additions, HU 2022-37** until 1:30 p.m. at the Office of the City Clerk of Hastings, Nebraska, on Wednesday, December 21, 2022 at which time and place all bids will be publicly opened and read aloud. **Brief description of project: Supply and install approximately 1200LF of 8” PVC sewer with manholes and 8” DIP water main with required fittings.** 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 Maintenance 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 Maintenance Bond.

DATED AT HASTINGS, NEBRASKA, this 29th day of November, 2022.

Kimberly S Jacobitz, City Clerk

Specifications and Contract Documents

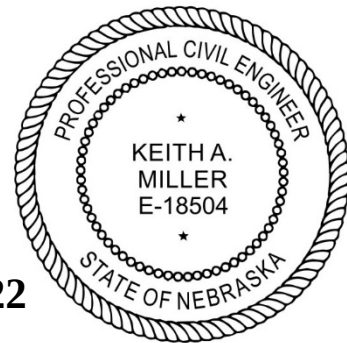
Lakeview 10th Water and Sewer Additions

CITY OF HASTINGS

Contract No. HU 2022-37

Sealed Proposals must be received
no later than 1:30 PM, Wed, December 21, 2022.
They will be opened and read aloud at 1:30 PM on the same day.

Keith Miller, PE
November 14, 2022



Project Engineer

Signature Page

INSTRUCTIONS TO BIDDERS

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. 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 themselves, 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 Purchaser will not assume obligations resulting from losses or damages until acceptance of the equipment.

Checks of unsuccessful Bidders will be returned when their bids have been rejected and they will not be retained in excess of sixty (60) days from the date bids are opened. The check of the successful Bidder will be retained until the contract is awarded. Should the successful Bidder fail to perform as the Proposal and Specifications indicate, the City may use the check as liquidated damages within fifteen (15) days after written notice is given to the party who submitted the successful bid.

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.

**IF YOU HAVE QUESTIONS OR NEED HELP ON
SPECIFICATIONS CONTRACT NO: HU 2022-37
Lakeview 10th Water and Sewer Additions**

PLEASE CONTACT ANY OF THE FOLLOWING:

Technical Questions

Keith Miller

Engineer

Ph# 402-462-3549

Email: bidquestions@cityofhastings.org

General Questions or Requests

Renae Griess

Engineering Admin Assistant

Ph# 402-462-3665

Email: bidquestions@cityofhastings.org



SUBMITTAL INSTRUCTIONS

Your bid must be returned by means of hand delivery, USPS, FedEx, UPS, or other carrier. City of Hastings DOES NOT ACCEPT bids that are faxed or emailed.

ALL the following documents are REQUIRED TO BE SUBMITTED in your bid packet:

- 1. Cover sheet with your company's name filled in**
- 2. ALL addendums received – must be acknowledged and signed**
- 3. Bid Bond**
- 4. If “exceptions” are taken, include Instructions to Bidders**
- 5. Proposal Page(s)**

Failure to return required bid documents as instructed could subject your bid proposal to be rejected.

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.

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: HU 2022- 37 Lakeview 10th Water and Sewer Additions Bid Opens: Wed, Dec. 21, 2022 @ 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.

**FORMAL PROPOSAL FOR
Lakeview 10th Water and Sewer Additions
CITY OF HASTINGS UTILITIES DEPARTMENT
Formal Contract No. HU 2022-37**

TO: City of Hastings
220 N. Hastings Ave
Hastings NE 68901

BID OPENS: December 21, 2022 @ 1:30 PM

**SEALED BIDS MUST BE RECEIVED NO LATER
THAN 1:30 PM SAME DAY. BIDS RECEIVED AFTER
THAT TIME WILL NOT BE ACCEPTED.**

We, the undersigned, being familiar with all parts of these documents, being Notice to Bidders, Bid Proposal Price Sheets, Contract Document Forms, Plans and Specifications, Affidavit, Material List, and all other parts of this document, do herein submit our proposal to furnish, install, and perform all tasks required to complete said project area(s) for the total costs; including all necessary state and local sales taxes, and any other required taxes.

Completion Date: December 1, 2023

Project Line Items

Project will be awarded to one Contractor

Item	Description	WO#	Amount (\$)	Anticipated Completion Date
1.	Install new 8” water main per plans and specifications.	WA-116		
2.	Install new 8” sewer main per plans and specifications	SW-363		
TOTAL PRICE			\$_____	
In Words				

For purposes of sales/use tax, this project falls under Nebraska Sales and Use Tax Regulation 1-017 for Contractors. By definition, a contractor is "any person who repairs property annexed to, or who annexes property to, real estate, including leased property, by attaching building materials to the annexed property or improvement being built or repaired, or who arranges for annexation of property." Please refer to www.revenue.nebraska.gov/salestax.html for additional information.

For calculating this proposal:

- All contractors are to include sales/use tax on materials in the bidder's prices if applicable.
- **Option 1 contractors must separately state materials, sales tax, labor, and other charges on all invoices for the project. Any invoices submitted that do not include this required breakdown of the charges will not be accepted for payment. (This requirement does not apply to Option 2 or 3 contractors.)**
- The sales/use tax rate on building materials is 7.0% for projects within Hastings' city limits and 5.5% for projects outside of city limits.
- Contractor labor charges for this proposal are not subject to sales/use tax per the Nebraska Department of Revenue Notice to Contractors effective October 1, 2007.

**FORMAL PROPOSAL FOR
Lakeview 10th Water and Sewer Additions
CITY OF HASTINGS UTILITIES DEPARTMENT
Formal Contract No. HU 2022-37**

- In submitting this bid, the bidder certifies that he will comply with all applicable laws, ordinances, and codes of the City of Hastings and the State of Nebraska.
- **The Water Main Project is located INSIDE OF CITY LIMITS (7%)**
- **Sewer Main Project is tax exempt.**

What contractor option have you registered with the Nebraska Department of Labor (must select one)?
Please refer to <https://dol.nebraska.gov> for additional information.

Option 1 _____

Option 2 _____

Option 3 _____

Is Nebraska Sales/Use Tax included in the above item no. 1 (must select one)?

Yes _____ No _____

Is Nebraska Sales/Use Tax included in the above item no. 2 (must select one)?

Yes _____ No _____

Any modification of bid proposal will be considered non-conformance of the bid. All exceptions to the proposal shall be noted as an exception to the bid.

Exceptions: No ☐ Yes ☐ (If yes, list on ***“Instructions to Bidders”*** page)

Liquidated Damage: The Contractor shall pay a fee of \$300.00 per working day for failure to perform work within either the specified project period or the contract completion date in accordance with Paragraph 1.806 and 1.807 of the general conditions and Paragraph 2.002 of the Special Provision.

City of Hastings may at its own discretion delete any project area prior to award of contract.

In submitting this proposal, it is further understood that the City of Hastings reserves the right to reject any or all proposals, whether the price is the lowest or not, and may waive any informalities and may accept the proposal which best suits its needs. It is further understood that this proposal may not be withdrawn for a period of sixty days (60) days after the bids are opened.

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

**FORMAL PROPOSAL FOR
Lakeview 10th Water and Sewer Additions
CITY OF HASTINGS UTILITIES DEPARTMENT
Formal Contract No. HU 2022-37**

OFFICIAL NAME & ADDRESS

_____	_____
Firm Name	Signature
_____	_____
Address	Typed or Printed Name
_____	_____
City, State, Zip	Title
_____	_____
Phone No.	Date
_____	_____
Fax No.	Email Address

WATER MAIN IMPROVEMENT WA-116 (DWG NO. 921L-21)

New 8" Water Main to Serve Lakview 10th Addition on
Lakeview Avenue from Martin Drive to 33rd Street

TO: Hastings Utilities
1228 N. Denver Avenue
Hastings, NE 68901

We, the undersigned, being familiar with all parts of this document, being Notice to Bidders, Bid Proposal Price Sheets, Contract Document Forms, Plans and Specifications, Affidavit, Material List, and all other parts of this document, do herein submit our proposal to furnish, install and perform all tasks required to complete said project area(s) for the total cost; including all necessary Nebraska State Sales tax and any other required taxes.

**Any modifications of bid proposal will be considered non-conformance of the bid.
All exceptions to the proposal shall be noted as an exception of the bid.**

Item	Quantity		Description	Unit Price		Total
1	1,254.00	LF	8" CL-52 DIP Water Main		LF	
2	6.00	EA	8" Gate Valve and Box		EA	
3	2.00	EA	6" Gate Valve and Box		EA	
4	1.00	EA	Fire Hydrant (6'-0" bury)		EA	
5	2.00	EA	Fire Hydrant (7'-0" bury)		EA	
6	1,072.00	LBS	Compact Fittings		LBS	
7	10.00	EA	8" Foster Adaptor		EA	
8	25.00	EA	8"x 1" Service Saddle & Corp		EA	
9	25.00	EA	1" PVC Curb Stop and Box		EA	
10	681.00	LF	1" PE Service Line		LF	

Total Cost Base Bid: _____

_____ \$ _____

(In Words)

By: _____ Date: _____

Signature: _____

SANITARY SEWER IMPROVEMENT SW-363 (DWG NO. 921L-21)

New 8" Sanitary Sewer Main to Serve Lakeview 10th Addition on
Lakeview Avenue from Martin Drive to 33rd Street.

TO: Hastings Utilities
1228 N. Denver Avenue
Hastings, NE 68901

We, the undersigned, being familiar with all parts of this document, being Notice to Bidders, Bid Proposal Price Sheets, Contract Document Forms, Plans and Specifications, Affidavit, Material List, and all other parts of this document, do herein submit our proposal to furnish, install and perform all tasks required to complete said project area(s) for the total cost; including all necessary Nebraska State Sales tax and any other required taxes.

Any modifications of bid proposal will be considered non-conformance of the bid.
All exceptions to the proposal shall be noted as an exception of the bid.

Item	Quantity		Description	Unit Price		Total
1	1,181.00	LF	8" PVC Sanitary Sewer Main		LF	
2	5.00	EA	48" Dia. 5' Manhole Complete		EA	
3	45.00	VF	48" Dia. Addition Manhole Section		EA	
4	25.00	EA	8"x 4" PVC Tee		EA	
5	25.00	EA	4" PVC Glue-On Plug		EA	
6	760.00	LF	4" PVC Sanitary Sewer Service Line		LF	
7	1.00	EA	8" PVC Glue-On Plug		EA	

Total Cost Base Bid: _____

_____ \$ _____
(In Words)

By: _____ Date: _____
Signature: _____

AFFIDAVIT

[illegible]

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 final payment may be made.

Copy of forms will be supplied by City of Hastings prior to final payment.

SUB CONTRACTOR DESIGNATION SHEET

Contractor to name subcontractors and designate work entailed to them.

<u>Subcontractor</u>	<u>Work Description</u>

Signed By: _____

Title: _____

Company: _____

Date: _____

INSURANCE COVERAGE

The undersigned hereby certifies that Workmen's Compensation, Public Liability and Property Damage, and Automobile Liability and Property Damage Insurance are in force and effect in accordance with the requirements contained in "Instruction to Bidders" which is a part of this document "Bid Proposal and Specifications". We further agree to give ten (10) days notice to the City of Hastings before effective date of cancellation or reduction of any of the above coverage.

This Insurance Coverage applies only to _____

Dated _____

CONTRACTOR

By _____

Title _____

Date _____

INSURANCE COMPANY

By _____

Title _____

Address _____

Date _____

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS That we, _____
_____, hereinafter
called the Principal, and _____

hereinafter called the Surety, are held and firmly bound unto the CITY OF HASTINGS, County
of ADAMS, State of NEBRASKA, hereinafter called the Owner in the sum of _____

_____ Dollars: \$ _____

lawful money of the United States of America, to be paid to the CITY OF HASTINGS,
NEBRASKA, for the payment whereof the Principal and Surety hold themselves, their heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated _____
20 _____, entered into a contract with the CITY OF HASTINGS, NEBRASKA, for the

Lakeview 10th Water and Sewer Addition

HU 2022-37

a copy of which contract is by reference made a part hereof.

NOW, THEREFORE, the conditions of this obligation are such that

FIRST: If the Principal shall faithfully perform the contract on his part, and satisfy all claims
and demands incurred for the same and shall fully indemnify and save harmless the CITY OF
HASTINGS, NEBRASKA, from all cost and damage which said Owner may suffer by reason of
failure so to do, and shall fully reimburse and repay said Owner all outlay and expense which
said Owner may incur in making good any such default, and shall pay all persons who have
contracts directly with the Principal for labor and materials, and

SECOND: The Principal shall protect and hold harmless the CITY OF HASTINGS,
NEBRASKA, from any and all suits and actions of every description that may be brought
against said Owner on account of injuries to or death of persons or damage to property received
or sustained by any person or persons through the negligence of the Principal or his agents; and

THIRD: The Principal shall warrant the work constructed under his contract and keep in good repair at no cost to the Owner for a period of THREE (3) years from date of formal acceptance by said Owner, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Principal and Surety or Sureties on this bond hereby agree to pay all persons, firms, or corporations having contracts directly with the Principal or with subcontractors, all just claims due them for labor performed or material furnished in the performance of the contract on account of which this bond is given, when the same are not satisfied out of the portion of the contract price which the public corporation is required to retain until the completion of the public improvement, but the Principal and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established by law.

Every surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent without notice:

1. To any extension of time to the Contractor in which to perform the contract.
2. To any change in the plans, specifications or contract, when such change does not involve an increase or more than twenty percent (20%) of the total contract price, and shall then be released only as to such excess increase.
3. That no provision of this bond or of any other contract shall be valid which limits to less than five years from time of acceptance of the work the right to sue on this bond for defects in workmanship or material not discovered or known to the obligee at the time such work was accepted.

SIGNED AND SEALED THIS _____ day of _____ 20____

IN PRESENCE OF:

(Principal)

By _____
(Name) (Title)

Countersigned:

(Surety)

Resident Agent

By _____
(Attorney-in-fact)

Filed in my office this _____ day of _____ 20____

(Clerk)

AGREEMENT

THIS AGREEMENT, made and entered into this day of , 2022,
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 **Lakeview 10th Water and Sewer Additions, HU 2022-37.**

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.

AGREEMENT

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.

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.

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, 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 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.

1.115 Laboratory. The testing laboratory of the City or any other testing laboratory which may be designated by the Engineer.

1.116 Maintenance Bond. Insures the owner of a completed construction project for a specified time period against defects and faults in materials, workmanship and design.

1.117 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.

1.118 Performance 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.

1.119 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.

1.120 Project. The specific section of the street together with all appurtenances and construction to be performed thereon under the contract.

1.121 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.

1.122 Proposal Form. The approved form on which the City requires formal bids be prepared and submitted.

1.123 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.

SECTION 1- GENERAL CONDITIONS

1.124 Right-of-Way. The land area which is reserved or secured by the City for constructing the work or for obtaining material therefore.

1.125 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. See Section II Special Provisions.

1.126 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.

1.127 Subcontractor. Any individual, firm, or corporation to whom the Contractor, with the written consent of the City, sublets any part of the contract.

1.128 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.

1.129 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.

1.130 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.

1.131 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.

1.132 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.

1.133 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.

1.134 Abbreviations.

A.A.S.H.O.	American Association of State Highway Officials
A.S.M.E.	American Society of Mechanical Engineers
A.S.T.M.	American Society for Testing Materials
A.R.E.A.	American Railway Engineering Association

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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 required shall be the best of their respective kinds; and in all cases, shall correspond with similar

SECTION 1- GENERAL CONDITIONS

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, 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.

SECTION 1- GENERAL CONDITIONS

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. The Contractor shall furnish a maintenance bond with a company having the approval of the City in an amount of one hundred percent (100%) of the completed construction project for a specified time period of three (3) years against defects and faults in materials, workmanship, and design.

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

1.306 Performance 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 (see Section 5 paragraph 5.002 for gas main installation materials), 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

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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 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.

SECTION 1- GENERAL CONDITIONS

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.
 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.

SECTION 1- GENERAL CONDITIONS

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.

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 supply 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.

SECTION 1- GENERAL CONDITIONS

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.

See specification 2.013 for additional information.

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 of 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. The Contractor shall guarantee the design, equipment, materials, and workmanship furnished under this Contract to be as specified and to be free from defects during the guarantee period. In addition, the equipment and materials furnished by the Contractor shall be guaranteed to be free from defects in design.

Except as otherwise prescribed by the terms of any special guarantees required by the contract documents, the guarantee period shall begin on the date of formal acceptance by the City and shall end 36 months later.

Upon notification, the Contractor shall promptly make all adjustments, repairs, or replacements which, in the opinion of the Engineer or City, arose out of defects and became necessary during the guarantee period.

The cost of all materials, parts, labor, transportation, supervision, special tools, and supplies required for replacement or repair of parts and for correction of defects shall be paid by the Contractor or by the surety.

This guarantee shall be extended to cover all repairs and replacements furnished under the guarantee, including repair for ditch settlement, and the period of the guarantee for each such repair or replacement shall be 36 months after installation or the end of the project guarantee period, whichever is later, except as otherwise prescribed by the terms of any special guarantees required by the contract documents.

If within 10 days after the City has notified the Contractor of a defect, failure, or abnormality in the work, the Contractor has not started to make the necessary repairs or adjustments, the City is hereby authorized to make the repairs or adjustments or to order the work to be done by a third party, the cost of the work to be paid by the Contractor.

In the event of an emergency where, in the judgment of the City, delay would cause serious loss or damage, repairs or adjustments may be made by the City, or a third party chosen by the City, without advance notice to the Contractor and the cost of the work shall be paid by the Contractor or by the surety.

The acceptance of the installation, or any part of it, shall not act to waive this liability on the part of the Contractor.

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

The Contractor shall cooperate with any of the City's 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 of employees.

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

Please note before beginning any excavation, the Contractor shall be responsible for 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, not 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.

For each working day that any work shall remain uncompleted either after the end of each project period or at the end of the contract completion date, the amount 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 each project period or 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 Liquidated Damages. It is understood and agreed that time is of the essence of the contract. Should the Contractor fail either to perform the work within any project time period or to complete the contract by the contract completion date as defined in the proposal, the Contractor shall pay to the City \$300.00 per working day of default unless extension of time granted by the City specifically provides for the waiving of liquidated damages (see 1.806, 1.807) for the time extension granted.

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 or 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, and City Engineer Departments.

SECTION 2 – SPECIAL PROVISIONS

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 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 immediately and remain on worksite to demonstrate what has taken place to City of Hastings 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 Backfill. For backfill requirements refer to appropriate section in Chapters 3, 4, or 5 for backfill.

Rev 3-10-2017 2.010 Reseeding Lawns & Terraces (Bluegrass Reseed). The Contractor shall be responsible for repair of construction site to fine grading. Terrace reseeding shall be done by City of Hastings with "May Park" brand or equal seed consisting of a minimum of 70% blue and 30% other grasses and shall be applied at a rate of 2 ½ lbs. minimum per 1000 square feet.

Damaged area shall be leveled out to match existing grade conditions and raked to provide suitable bedding for seeding. All unsuitable material shall be removed such as rock, broken concrete, etc.

Fertilizer is also to be furnished and applied by City of Hastings. Fertilizer shall be 12-6-6 and applied at rate of 4 lbs. per 1000 sq. ft.

Rev 5-5-2014 2.010A Reseeding State Highway Right-of-Way. Seeding of public right-of-ways as noted on the plan and with Section 801 and 803, of the State of Nebraska Department of Roads 1985 (or current revision) Standard Specifications for Highway construction. The seeding mixtures shall be as follows:

SECTION 2 – SPECIAL PROVISIONS

<u>Public Right-of-Way</u>	<u>Seeding Rate</u>	<u>Minimum Purity%</u>
Intermediate Wheatgrass – Slate	4.0 PLS/Acre	85
Western Wheatgrass – Flintlock	3.0 PLS/Acre	85
Canary Reed Grass – Minn, NE	1.0 PLS/Acre	90
Little Bluestem – Blaze, Camper	4.0 PLS/Acre	45
Switchgrass – Pathfinder	2.0 PLS/Acre	90
Hairy Vetch – 2x Inoculation	3.0 :LS/Acre	90
Sweetclover – 2x Inoculation	<u>1.0 PLS/Acre</u>	90
	18.0 PLS/Acre	

The seeding must be drilled or hydro seeded. Provide purity certificate and weight tickets for all seed installed. All right-of-way seeding shall include mulch and crop cover (see 2.010C and 2.010D). If situations arise or conditions change that it is impractical to seed, the Contractor may make arrangements satisfactory to City of Hastings to delay such action. This will be a negotiable item and determined at the time of condition. In the event that an area is seeded and lost because of certain conditions, i.e. heavy rain, lack of initial care, etc., it will have to be redone by the Contractor.

Damaged area shall be leveled out to match existing grade conditions and raked to provide suitable bedding for seeding. All unsuitable material shall be removed such as rock, broken concrete, etc. No seeding will take place until the grading and site preparation have been approved by the Engineer. No seeding will take place after October 1, unless approved by the Engineer.

2.010B Reseeding County Right-of-Way.

COUNTY ROAD DITCH

<u>City-County NRD Rural Mix</u>	<u>% of Mix</u>	<u>Purity</u>
Seed Oats	46%	90%
Tall Fescue	23%	85%
Smooth Brome	23%	80%

Apply at a Rate of 50 Lbs./Acre

The seeding must be drilled or hydro seeded. Provide purity certificate and weight tickets for all seed installed. All right-of-way seeding shall include mulch cover (see 2.010C). If situations arise or conditions change that it is impractical to seed, the Contractor may make arrangements satisfactory to City of Hastings to delay such action. This will be a negotiable item and determined at the time of condition. In the event that an area is seeded and lost because of certain conditions, i.e. heavy rain, lack of initial care, etc., it will have to be redone by the Contractor.

Damaged area shall be leveled out to match existing grade conditions and raked to provide suitable bedding for seeding. All unsuitable material shall be removed such as rock, broken concrete, etc.

SECTION 2 – SPECIAL PROVISIONS

No seeding will take place until the grading and site preparation have been approved by the Engineer. No seeding will take place after October 1, unless approved by the Engineer.

2.010C Mulch. Straw mulch will be applied at a rate of 2 ¼ tons/acre or with prairie hay at a rate of two (2) tons/acre. Weight tickets shall be provided for all mulch installed.

2.010D Cover Crop. A cover crop of oats will be applied at a rate of 10 lbs./acre for all seeded areas in state right-of-ways. Weight tickets shall be provided for all seed installed.

2.010E. Sodding. Contractor may be required to provide and install blue grass sod in certain areas as shown on plans and at a price indicated on proposal sheet.

Sod requirements: Sod will be a blue grass sod blend with disease resistant cultures, grown in this climate zone with minimum of 1/2" dirt pack attached.

Sod bedding: Existing ground shall be graded to approximately 1" to 1 ½ " below sidewalk elevation and raked out.

Sod fertilizer: A starter fertilizer of 12-12-12 shall be applied to raked-out ground at the rate of 4 lbs. per 1000 S.F. Weight tickets shall be provided for all fertilizer installed.

Sod installation: Sod shall be placed, rolled, and secured in a neat manner and watered in with minimum of 1/2" watering application over area.

Failure to grow: Any sod that is laid and does not respond initially or appears to be dead will have to be reinstalled by Contractor at Contractor's expense.

Future care: Shall be responsibility of property owner/or resident unless other arrangements made to Contractor.

Weather conditions: Current weather conditions must be suitable before sod installation will be approved.

No sodding will take place after October 1, unless approved by the Engineer.

Owner may at his sole discretion reduce sod quantities for the same unit price.

No sod laying will take place until the grading and site preparation has been approved by the Engineer.

2.010F Seeding & Sodding Summary:

Reseeding lawns and terraces: Bluegrass seed and mulch.

Reseeding ROW: ROW Seed mix, mulch, cover crop.

Sodding: Bluegrass sod.

SECTION 2 – SPECIAL PROVISIONS

2.010G Crop Ground Tillage. Whenever construction of utilities impact farm ground, the Contractor shall repair all damaged areas to original grade insuring proper drainage to accommodate irrigation systems. The soil surface shall consist of a minimum of 12" of black dirt. The seed bed shall be prepared by chiseling to a depth of 12", then disking to remove clods and then final harrowing.

No additional monies will be provided for this work item. Any costs associated with this work effort shall be considered subsidiary to the installation of the utility installed.

2.010H Fertilizer. Prior to commencing seeding operations, the Contractor shall confer with the Engineer on the need for fertilizer. The application of fertilizer will be compensated via change order for a mutually agreed amount and quantity. Weight tickets shall be provided for all fertilizer installed.

2.011 Permits. The Contractor shall obtain a constructor's license from the City of Hastings Permits Office, located at The City Building, 220 N. Hastings Avenue, Hastings, Nebraska. This permit will allow the Contractor to install water and sewer service connections as noted in Specification 3.114 and 4.108. The Contractor shall also obtain any additional permits required by the Permits Office for the installation of the individual services.

Rev. 11/19/18 2.012 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.

2.013 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.

Rev. 5-5-14 2.014 Concrete. All concrete being used to replace existing concrete shall be Portland Cement with requirements meeting the standard specifications as set forth in State of Nebraska Department of Roads 1985 (or current revision) standard specification for highway construction, and also, City of Hastings, Hastings, Nebraska, current specifications for Portland Cement Concrete Pavement.

Concrete Thickness and Strength Schedule

<u>Concrete Use:</u>	<u>Concrete Class</u>	<u>Thickness</u>	Minimum Strength	
			<u>7 Days</u>	<u>28 Days</u>
State Highway	47B, 47B-PHE	7" to 9"	2000	3000
City Street	47B, 47B-PHE	6" minimum	2000	3000

SECTION 2 – SPECIAL PROVISIONS

Alleys	47B, 47B-PHE	8" minimum	2000	3000
Sidewalk	ABX	4" minimum	2000	3000
Driveway Approach (curb to property line)	47B, 47B-PHE, ABX	6"	2000	3000
Driveway (inside property)	47B, ABX	4"	2000	2000

Testing:

Concrete shall be tested for strength by a certified testing laboratory by City of Hastings at no expense to Contractor. Standard cylinders will be taken at random locations determined by City of Hastings and submitted for seven (7) day and twenty-eight (28) day strength. If failure of test occurs, Contractor will be required to remove the determined section and replace and have new tests at the expense of the Contractor.

Concrete Finish:

Surface shall be floated for a semi-smooth surface, free from irregularities, except where slope is involved, surface shall be a light broom finish. All edges and joints shall be rounded out and given a smooth finish. Determination of finish will be addressed on work site by inspector and crew foreman.

If there is a dispute as to the quality of the concrete finish, the Engineer shall be consulted as to the final acceptance. A guide of acceptable surface finish to be utilized shall be no more than 3/16" of deflection using a 10 ft. straight edge.

Weather Protection:

Contractor shall provide an adequate means for protection of concrete poured when temperature will be less than 35 degrees Fahrenheit and also for concrete poured when extreme warm and windy conditions occur that will cause fast surface drying.

Drawing Detail and Specifications Sheet:

See also attached detailed drawings attached with plans, SPD-2.

Concrete Streets with Asphalt Overlay:

When the concrete is replaced for concrete streets with asphalt overlay, the new concrete must match the elevation of the existing concrete. If the concrete is improperly poured it will be replaced by Contractor at their expense.

See Section 6 for additional requirements

Rev. 5-5-14 2.015 Asphalt Concrete Paving, Patching. Asphaltic concrete paving shall be in accordance to latest State of Nebraska Department of Roads 1985 (or current revision) Standard Specifications for Highway Construction, and latest revisions and current specifications of City of Hastings for asphaltic paving and shall be under direction of City Engineer or Street Superintendent of the City of Hastings.

SECTION 2 – SPECIAL PROVISIONS

See Section 6 for additional requirements.

2.016 Gravel, Rock Replacement. Contractor to replace gravel and rock in areas where existing on job site that have been removed or disturbed by work entailed in contract or disturbed by contractor for his convenience by his contractor methods. Applications rate shall be determined on job site and to satisfaction of City of Hastings engineer and/or inspector.

The following application rates shall be used unless otherwise directed and/or noted on the drawings.

<u>Location</u>	<u>Quantity</u>
Graveled County Roadways	3" Nominal thickness + 24 feet wide
Graveled City Streets	3" Nominal thickness + 24 feet wide
Graveled Driveways	3" Nominal thickness + width of driveway
Limestone Driveways	3" Nominal thickness + width of driveway

2.017 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.

2.018 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.

2.019 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.

Rev 9-17-14 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

SECTION 2 – SPECIAL PROVISIONS

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.

2.020 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 the Project Engineer and Inspector. Contractor shall have Project Superintendent and job foreman present.

2.021 Public Information Meeting. A meeting with the residences and/or business owners will be held prior to commencing construction. City of Hastings will set the time, place and date of said meeting and will notify all persons in the project area of such meeting. Contractor and his job foreman will be required to attend.

2.022 Contractor - Work Location. Contractor will be required to finish work on each project before moving to another project or have personnel enough to maintain crews on both job sites.

2.023 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.

2.024 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.

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SECTION 2 – SPECIAL PROVISIONS

- 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 pre-construction 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.

2.025 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.

2.026 Hard Surface Replacement. The Contractor must replace driveways, alleys, and streets in like kind within ten (10) working days unless otherwise directed by the engineer.

2.027 Relaying Driveway Culvert Pipe. The Contractor shall conduct an operation which will not unduly damage existing culvert pipe. The Contractor shall be responsible for relaying the culvert pipe which is noted on the drawings to be removed and relayed. All costs associated with relaying culvert pipe shall be considered subsidiary to the construction. The culvert pipe shall be laid to grade and elevation as directed by the engineer. If the culvert pipe is in disrepair as determined by the Engineer, then a change order will be issued requesting new culvert pipe to be installed.

In the event transite culvert pipe (asbestos cement) is found, the contractor shall unearth the transite pipe under the direction of the City of Hastings Asbestos Coordinator. The contractor will be required to remove and store onsite all asbestos containing material in a non-friable condition. Any friable asbestos will be handled by the City of Hastings. All asbestos containing

SECTION 2 – SPECIAL PROVISIONS

materials will be disposed of by the City of Hastings in accordance with applicable rules and regulations.

2.028 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 the City of Hastings, the Contractor must restore the private property to original condition. If the landowner is not satisfied with the restoration, the 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.

2.029 Barbed Wire Fencing. Provide new fencing as noted on the plans. The fence shall terminate at each end. The replaced section shall have a pull assembly as detailed in the special plan details. The fence material shall be new material. Reuse of existing fence material will not be allowed. Provide as a minimum the following materials:

- 1) Provide new CCA or creosote post of size and length as noted on the drawings.
- 2) Provide Red Brand steel fence post, or approved equal, of size and length as noted on the drawings.
- 3) Provide galvanized double strand 12 gauge Red Brand barb wire, or approved equal.
- 4) Provide standard 1 ½ " staples.

The Contractor shall remove and replace all barbed wire fence as directed by the Engineer. The Contractor shall provide all labor, equipment, and materials to complete the removal and replacement of barbed wire fence.

2.030 Electric Livestock Fence. Whenever the plans call for remove and replacement of electric livestock fence, the Contractor may reuse existing fencing materials as needed. Any additional materials, such as steel fence post, insulators, and wire shall be new material. All electric wire shall be minimum 18 gauge galvanized wire.

The Contractor when finished with the replacement of the electric livestock fence, shall demonstrate to the Engineer the fence is “HOT” by discharging the electric current to a ground source, such as a steel fence post.

The Contractor shall remove and replace all electric livestock fence as directed by the Engineer. The Contractor shall provide all labor, equipment, and materials to complete the removal and replacement of electric livestock fence.

SECTION 2 – SPECIAL PROVISIONS

SECTION 2-1 - METHOD OF MEASUREMENT AND BASIS OF PAYMENT

2.101 Sodding. The placement of sod shall include but not necessarily be limited to watering, sub grade preparation, compaction, and fertilizer. The sod quantities shall be measured to the nearest one square foot and paid for at the contract unit price.

2.102 Seeding. The reseeding of public right-of-way shall include, but not necessarily be limited to, watering, sub grade preparation, compaction, and fertilizer when required, and all other work or materials necessary to provide an established grass cover. The seeding quantities shall be measured to the nearest one square foot and paid for at the contract unit price. The category of "warm season grass" seeding shall imply seeding of public right-of-ways as per specification 2.010A. The category of "lawn seeding" shall imply seeding of terraced areas as per specification 2.010.

2.103 Gravel Surfacing. The resurfacing of gravel driveways, streets, access roads, county roadways, etc., shall include but not limited to sub grade preparation, sub grade compaction, sub grade trimming, placement, grading, transportation, materials, labor, and all other work and/or materials necessary to provide gravel surfacing. The Contractor shall replace all gravel surfacing lost due to the installation of utilities. The Contractor shall be reimbursed at a cubic yard rate as noted on the proposal. Quantities for gravel surfacing shall be computed using the average width of the resurfacing times the length and nominal thickness required. A cubic yard quantity shall be calculated. Weight tickets shall be provided for all gravel surfacing installed. Please also note any temporary gravel surfacing shall be considered subsidiary to the construction.

2.104 Limestone Surfacing. The resurfacing of limestone driveways, access roads, etc., shall include but not be limited to sub grade preparations, sub grade compaction, sub grade trimming, placement, grading, transportation, materials, labor, and all other work and/or materials to provide limestone surfacing. The Contractor shall replace all limestone surfacing lost due to the installation of utilities. The Contractor shall be reimbursed at a cubic yard rate as noted on the proposal. Quantities for limestone surfacing shall be computed using the average width of the resurfacing times the length and nominal thickness required. A cubic yard quantity shall be calculated. Weight tickets shall be provided for all limestone surfacing installed. Please also note any temporary gravel surfacing shall be considered subsidiary to the construction.

2.105 Driveway Culverts. The contractor shall remove and relay all driveway culverts as noted on the attached drawings. The cost for removing and relaying driveway culverts shall be considered subsidiary to the pipe or main installation. In the event any driveway culvert is required to be replaced the contractor shall be paid on a size and per linear foot basis for each type of culvert installed.

SECTION 2 – SPECIAL PROVISIONS

2.106 Extra Depth. When the proposal page(s) include an extra depth unit bid price, the unit price will apply equally for both increased and decreased depth. Payment will be based upon 1.0 foot increments. Extra depth less than 1.0 foot in depth will not be compensated.

2.107 Barbed Wire Fence. The Contractor shall remove and replace all barbed wire fences as noted on the attached drawings. The cost for removing and replacing barbed fence shall be paid on a per linear foot basis.

2.108 Electric Livestock Fence. The Contractor shall remove and replace as needed all electric livestock fence as noted on the attached drawings. The cost for removing and replacing electric livestock fence shall be paid on a per linear foot basis.

2.109 Storm Water Permit Plan. City of Hastings engineering staff to help on drafting of plan to be submitted with Storm Water Permit.

Rev 9-17-14 2.110 General Public Safety. Security fencing must be placed two feet (2') from the edge of any open excavation. Fencing shall consist of four foot (4') high orange woven safety fence (snow fence) secured by steel T posts. All excavations next to a street, or in a street, must the latest revisions of the Manual for Uniform Traffic Control Devices and City of Hastings Requirements.

END OF SECTION

SECTION 3

SPECIFICATIONS FOR SANITARY SEWERS

SECTION 3-0 - SCOPE OF WORK

3.001 The work covered by this section of the specifications consists of furnishing all labor, plant, equipment, appliances and materials, and performing all operations necessary to construct and complete sanitary sewers and appurtenances in strict accordance with these specifications, the applicable drawings, and subject to the terms and conditions of the contract.

Section 3-1 - Materials

3.101 Vitrified Clay Pipe. All vitrified clay pipe shall meet the requirements and specifications for "Extra Strength Clay Sewer Pipe", ASTM. Designation C700 and subsequent revisions, or as otherwise shown on the plans. All vitrified clay pipe shall have factory-fabricated joints that meet the requirements and specifications of the latest revision of "Compression Joints for Vitrified Bell and Spigot Pipe", ASTM C425, or as otherwise shown in the plans. Provide VCP in 4" through 36" nominal diameter.

3.102 Polyvinyl Chloride Gravity Sewer Pipe and Fittings. All polyvinyl chloride gravity sewer pipe and fittings shall comply with the requirements and specifications of the latest revision of the following standards:

1. ASTM D-3034 SDR-35 for nominal pipe size 8" (200 mm) through 15" (380 mm).
When noted on the drawings, provide SDR26 sewer pipe conforming to ASTM D-3034 for 8" (200 mm) through 15" (380 mm).
2. ASTM F-679 for nominal pipe size 18" (460 mm) through 36" (910 mm).
3. ASTM F-794 pipe stiffness – 46 PSI 4" (100 mm) through 36" (910 mm).
4. ASTM F – 1803 pipe stiffness – 46 PSI 18" (450mm) through 36" (910 mm).

The PVC pipe and fittings shall be joined with integral bell and spigot type rubber gasketed joint. All PVC joints shall comply with the requirements and specifications of the latest revision of ASTM F-477, "elastomeric gaskets for joining plastic pipe". All pipe shall be made of PVC plastic having a cell classification of 12454-C, or 12364-C as defined by ASTM D-1784. The fittings shall be made of P.V.C. plastic having a cell classification of 12454-C, or 12364-C as defined by ASTM D-1784.

Provide manhole and fitting adapters as required for ASTM F-794 and ASTM F-1803 pipe provided. This shall include connection to A-Lok manholes, service saddles, and the sewer pipe configuration.

All PVC sanitary sewer pipe shall be green in color. All PVC sewer pipe used for reclaim water shall be purple in color.

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3.103 Ductile Iron Pipe and Fittings. All ductile iron pipe shall meet the requirements and specifications of the latest revision of ANSI/AWWA C151/A21.51, or as otherwise shown in the plans.

The pressure class or thickness class of ductile iron pipe to be used shall be as noted on the drawings but not less than pressure class 350 for 8" through 12", pressure class 250 for 14" through 20", pressure class 200 for 24", and pressure class 150 for 30" through 48".

All ductile-iron pipe and fittings requiring cement-mortar lining shall comply with the latest revision of ANSI/AWWA C104/A21.4. All ductile iron pipe and fittings used in sewer applications shall have the internal surface lined with Protected 401 Ceramic Epoxy Lining, or approved equal. The lining shall be calcium aluminate mortar made of fused calcium aluminate cement and fused calcium aluminate aggregates. Thickness of the lining shall be minimum of: 0.125" (3.175 mm) for 6" (150 mm) through 12" (300 mm) and 0.1875" (4.763 mm) for 14" (360 mm) through 24" (600 mm).

A two component polyurethane coating system may also be used for the internal lining of ductile iron pipe and fittings in lieu of calcium aluminate mortar. The lining material shall consist of a polyisocyanate resin and polyol resin which shall be mixed in a 1:1 ratio at the time of application. It shall be an ASTM-D16 type V system. All surfaces to be lined shall be cleaned to a near white metal finish (SSPC-SP10) as applied to ductile iron pipe and fittings. All surfaces to be coated shall be completely dry, free of moisture, dust, grease, or any other deleterious substances, at the time of coating or lining is applied. The dry film thickness (DFT) of internal lining shall be 40 mils (0.040 inch) (1.0 mm) nominal. Thickness determinations using a type 1 magnetic thickness gage shall be conducted in accordance with Steel Structure Painting Council SSPC-PA2 Specification as applied to ductile iron pipe and fittings. The coating thickness on the sealing areas in the bell socket interior shall be 8 mils (0.008 inch) (0.02 mm) nominal with a maximum of 10 mils (0.25 mm). Repair and touchup shall be performed in accordance with the manufacturer's recommended repair and touchup procedures. All field cut ends shall be repaired and sealed prior to installation.

Holiday testing shall be conducted using test equipment described in AWWA standard C210-84 Section 5.3.3.1 and in accordance with the coating manufacturer's recommendation. The Contractor shall supply the test equipment for testing lining thickness and Holiday testing.

All ductile-iron and gray-iron fittings shall comply with the latest revision of ANSI/AWWA C110/A21.10.

All ductile-iron compact fittings shall comply with the latest revision of ANSI/AWWA C153/A21.53. All pipe sizes 4" (100 mm) through 24" (600 mm) shall utilize compact ductile iron fittings. All fittings 4" (100 mm) through 24" (600 mm) shall conform to pressure class 350.

All pipe sizes 30" (760 mm) through 48" (1200 mm) shall utilize ductile iron fittings. All Fittings 30" (760 mm) through 48" (120 mm) shall conform to pressure class 250.

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All flanged ductile-iron pipe with threaded flanges shall comply with the latest revision of ANSI/AWWA C115/A21.15.

Whenever the plans or specifications call for the installation of polyethylene easement, provide low density polyethylene film in accordance of the latest revision of ANSI/AWWA C105.

All ductile iron pipe joints shall meet the requirements and specifications of the latest revision of ANSI/AWWA C111/A21.11.

All fittings shall be mechanical joint "Class D". All pipe shall be mechanical joint or bell-tite (slip joint) unless shown otherwise in the plans, or prior approval for an alternate is secured in writing from the Engineer.

3.104 High Density Polyethylene Sewer Mains. All Polyethylene (PE) (HDPE – High Density Polyethylene Pipe) sewer mains shall have a Ductile Iron pipe size (DIPS). Unless otherwise stated in the specifications or plans the HDPE sanitary sewer main shall have a minimum DR-11 for boring applications. Provide minimum pressure class rating of 200 psi for DR-11 HDPE pipe as per ANSI/AWWA C906 Table 5. The cell classification shall be PE 4710 HDPE according to ASTM D3350. The construction and fabrication of the HDPE water main shall comply with the appropriate standards as set forth in the latest edition of ANSI/AWWA C906.

- 1) Provide Affidavit of Compliance of all HDPE as per ANSI/AWWA C906 Section 6.3.
- 2) Pipe and fittings to be marked in accordance to C906-15 Section 6.1. All HDPE pipe shall be color coded with a green strip to indicate it is used for sanitary water.
- 3) All fusion welds shall be in accordance with manufactures recommendations. All fusion welds shall be completed by properly trained personnel approved by the manufacture.
- 4) When new HDPE pipe is to be fused with existing HDPE piping, the purchaser of the new HDPE pipe shall inform the manufacturer of the cell classification of the existing HDPE pipe as per ASTM D3350, and obtain from the manufacturer a list of the validated fusion parameters that may be used to join the purchased piping to the existing piping. The manufacturers shall be consulted to determine the appropriate fusion procedures.
- 5) All fittings shall meet the requirements of ANSI/AWWA C906. Butt Fusion Fittings shall be made of HDPE material with a minimum material designation code of PE4710. Butt Fusion Fittings shall meet the requirements of ASTM D3261. Molded and fabricated fittings shall have a pressure rating equal to the pipe unless otherwise specified on the plans and meet ASTM D2683. Marking for molded fittings shall comply with the requirements of ASTM D3261. Fabricated fittings shall be marked in accordance with ASTM F2206. Electrofusion fittings to meet ASTM F1055.

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3.105 DIP Restrained Joint Pipe and Restrained Joints. When restrained joint pipe (i.e. , Snap-Lok) is required, the contractor shall supply a joint system equal to American “Flex-Ring Joint”, or approved equal. When restrained joints are required, the contractor shall supply a restrained joint equal to a US Pipe “Field-Lok” gaskets, American “Fast Grip” Gaskets, or approved equal.

3.106 Standard Manholes. Manholes shall be constructed as indicated on the plans. Tops shall be fitted with Class 35 gray cast iron rings and covers weighing not less than 450 pounds (200 Kg) conforming to ASTM A48-87. Manhole steps are not required unless otherwise noted on plans. Drop inlet manholes shall be constructed where indicated on the plans.

Manholes of precast sections conforming to ASTM C478 specifications shall be used. Precast concrete sections for manholes shall be installed with bituminous joint filler.

Concrete used in the construction of manholes shall utilize an "Az" life factor design. The minimum cover over the inner reinforcing steel (z), measured from the steel surface to the inside of the pipe wall, shall be such that the product of the Alkalinity (A) of the cover concrete, expressed as calcium carbonate equivalent, multiplied by the minimum cover in inches (z) shall be no less than 0.50. In achieving the design Az factor, the alkalinity content of the components and the thickness of steel cover may both be varied, provided that the minimum provisions of ASTM C76 are met: and provided that the actual inside diameter of the section is not less than the nominal inside diameter (size) of section.

3.107 Preformed Manhole Base(s). The Contractor shall install preformed manhole base(s) when directed by the Engineer or as noted on the drawings. The Contractor shall provide a performed manhole base constructed integral with the bottom manhole section. The base shall be a minimum of 5” (125 mm) thick reinforced with #4 diameter bars on 12” (300 mm) centers each way. The preformed manhole base shall be set upon 12 inch (300 mm) thick, 3/4” (19 mm) (nominal) limestone subgrade base (compacted) and trimmed to the appropriate elevation. The manhole base shall be fitted with appropriate sized Alok’s as manufactured by A-lok Products, Inc., or approved equal. The invert shall be properly grouted to conform to the flow path required.

3.108 Structural Brick. Bricks shall be of the type that are satisfactory to the Engineer, and shall be laid in 1:2 cement mortar.

3.109 Manhole Rings and Covers. Unless shown otherwise in the plans, the rings and covers for manholes shall be a 450 pound (200 Kg) Class 35 gray cast iron machined ring and cover. The ring and cover shall be Deeter No. 1030 or Neenah 12-1703.

3.110 Grout. Grout where required shall consist of equal parts of sand and cement with sufficient water to produce the proper consistency.

3.111 Manhole Steps. Manhole steps are not required unless otherwise noted on the plans. When manhole steps are required, they shall be a steel reinforced copolymer polypropylene step utilizing a 1/2" (1.25 cm) diameter grade 60 steel reinforcement and conform to applicable ASTM A48-87. Manhole steps shall meet the requirements of the OSHA standards. Steps shall

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be model PS1-PF as manufactured by M.A. Industries Inc., or approved equal. All manhole steps shall be place on approximately sixteen inch (16") (406 mm) centers.

3.112 Steel Encasement. Smooth wall encasement pipe shall be of welded steel construction and shall be new material with a minimum yield point of 35,000 psi (241,000 kPa). The wall thickness shall be 0.250" (1.25 cm) or as indicated on the drawings. The encasement pipe shall be cleaned and coated on the outside with two coats of coal tar paint, Koppers, "Bitumastic Super Service Black"; Valspar, "High-Build Bituminous Coating 35-5-10"; or Tnemec, "46-449 Heavy Duty Black".

3.113 Casing Chocks. The Contractor shall use casing chocks. Casing chocks shall be of the type that bolt into the carrier pipe. The chock shall be 8" (200 mm) in length. The chocks shall be as manufactured by Pipeline Seal and Insulator, Inc., Model C8G-2, Advance Products and System Model SI-8" (200 mm) long with 1" (2.54 cm) or 2" (5.08 cm) wide runners, or approved equal.

3.114 Casing End Seal. All steel encasement pipes shall be closed at each end with a standard pull-on S-shaped seal as manufactured by Pipeline Seal and Insulator Inc. (PSI), Model S, Advance Model AC end seals, or approved equal.

3.115 Sanitary Sewer Services.

- 1) 4" (100 mm) service pipe shall be utilized on all service connections unless otherwise specified.
- 2) Main Size x 4" (100 mm) service tees shall be utilized unless otherwise specified.
- 3) Sanitary sewer services shall be PVC. PVC sewer pipe and fittings shall be SDR26 ASTM D3034 or Sch 40 PVC for 4" (100 mm) and 6" (150 mm) sizes. Provide SDR35 ASTM D3034 or heavier for 8" (200 mm) pipe. All PVC fittings shall comply with applicable specifications as stated in Section 3.102. All joints shall be gasproof, watertight, and rootproof. All PVC sewer service pipe and fittings shall be surrounded with a six inch (6") (150 mm) gravel bedding as specified in Section 3.206. See section 3.103 for ductile iron. When required provide ductile iron main and fittings.
- 4) All sewer services shall be constructed and installed by the Contractor as indicated on the drawings. Any work to be done on the customer side of the property line, except for connecting to existing services, shall be done by a licensed plumber. All service line work to be completed between the main and the property line may be done without the services of a licensed plumber. This work shall be deemed to be done by a sewer main Contractor. All service line work to be done by a sewer main Contractor shall be limited to the work as indicated on the drawings and within these contract documents, or as directed by the Engineer.

The sewer main contractor shall secure a plumbing permit for each sewer service to be installed or worked on. All plumbing permits shall be obtained before the actual service line work is to begin.

3.116 Submittals. The Contractor shall provide to the Engineer the following submittals, shop drawings, certifications and other related documents for review and approval:

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- 1) Provide catalog cuts showing weights, dimension and sizes of all pipe materials, fittings, glands, bolts, adaptors, etc. to be utilized on this project.
- 2) Provide catalog cuts showing weights, dimensions and sizes of all manholes, manhole steps, ring and cover to be utilized on this project.
- 3) Provide catalog cuts showing weights, dimensions and sizes of all casings, casing chocks, and casing end seals to be utilized on this project.
- 4) Provide sieve analysis of all bedding materials.
- 5) Provide catalog cuts of sealants used to seal profile pipe with approved manufacturer procedures.
- 6) See specification 1.606 for additional details.

SECTION 3-2 - CONSTRUCTION METHODS

3.201 Excavation. The ditch shall be excavated along the lines designated by the Engineer and to the depth given by him. The Contractor shall furnish, at his own expense, all planks, stakes, spikes, grade boards, and twine that may be required. The Engineer shall have the right to limit the amount of trench that may be opened in advance of the line of work. Should the trench be excavated to a greater depth than that given by the Engineer, the Contractor shall refill to grade, at his own expense, with good, well-tamped material. The width of the trench shall be approximately one (1) foot (300 mm) greater in the clear than the external diameter of the pipe to be laid therein. Trenches, where required, shall be properly sheeted and braced. The bottom of the trench under each pipe shall be shaped to receive the bottom quadrant of the pipe barrel. Bell holes shall be excavated so that, after placement, only the barrel of the pipe receives bearing pressure from the trench bottom.

Whenever wet or unstable soil that is incapable of properly supporting the pipe as determined by the Engineer, is encountered in the trench bottom, such soil shall be removed to the depth and length determined by the Engineer, and the trench backfilled to grade with sand, gravel or other suitable material.

All grading in the vicinity of trench excavation shall be controlled to prevent surface water from flowing into the trench. Any water accumulating in the trench shall be removed by pumping or other approved method. Material excavated from the trenches shall be stacked in an orderly manner a sufficient distance back from edge of trenches to avoid overloading and prevent slides or cave-ins. Materials unsuitable for backfilling shall be wasted by the Contractor as directed by the Engineer.

A minimum of one (1) foot (300 mm) of topsoil (unless otherwise noted on the plans) shall be removed in any and all area covered by vegetation. This topsoil shall be stockpiled separately from the material removed from the remainder of the trench. After the pipe is installed and the trench backfilled to an elevation one (1) foot (300 mm) (unless otherwise noted on the plans) below grade, the topsoil shall be replaced and compacted as previously described.

Excavation will not be classified. Whatever material is encountered shall be excavated to the proper grades and, if in any locations such material is not sufficient to provide a uniform, even

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bed for the pipe, the trench shall be excavated at least three (3) inches (76 mm) deeper than the grade at the bottom of the pipe and the space thus excavated shall be refilled with earth or sand and thoroughly compacted. Before any excavation is begun, the Contractor shall contact Diggers Hotline at 1-800-331-5666.

3.202 Protection of Existing Utilities. The accuracy of location of existing underground utilities as shown on the plans is not guaranteed. It shall be the duty of the Contractor to locate these utilities in advance of excavation and to protect same from damage after uncovering. No house service lines are shown on the plans. The Contractor shall contact the owners of the utilities for assistance in locating these service lines. Any expense incurred by reason of damaged or broken lines shall be the responsibility of the Contractor.

The Contractor shall not begin any excavation until the utility locate is completed. Diggers Hotline can be found online or by phone at 811 or 800-331-5666.

3.203 Tunneling. Tunneling, when necessary, shall be done under the supervision of the Engineer. Jacking or boring may be permitted where indicated in the plans. Before proceeding with boring or jacking, the Contractor shall submit to the Engineer for his approval a plan sketch showing the frame, bracing, pit details, etc. Whenever a steel casing is required, joints shall be welded with full strength welds. The Contractor shall maintain proper joint alignment and use full penetration welds.

3.204 Pipe Laying and Jointing. The placement and embedment of the sewer pipe shall comply with the appropriate specifications as noted below:

- 1) All vitrified clay sewer pipe shall comply with the latest revision of ASTM-C12.
- 2) All ductile iron sewer pipe shall comply with the latest revision of ANSI/AWWA C600.
 - a) Installation of polyethylene encasement shall comply with the latest revision of ANSI/AWWA C105.
- 3) All polyvinyl chloride sewer pipe shall comply with the latest revision of ASTM D-2321.

The installation of all sewer pipes shall also comply with the following:

Pipe shall be protected at all times against impact shocks and free fall. Laying of pipe in finished trenches shall be commenced at the lowest point, with the spigot ends on bell-and-spigot pipe and tongue ends on tongue-and-groove pipe pointing in the direction of the flow. Pipe shall be set firmly to line and grade, and preparatory to making pipe joints, all surfaces of the pipe to be jointed shall be cleaned and dried. Joints shall be made tight to meet requirements of tests specified in Section 3.209, 3.210, 3.211, and 3.213.

Sewer trenches shall be kept free from water by a method approved by the Engineer. The Contractor shall not pump sewage into a street or pump to a storm sewer unless authorized by the Engineer. Sanitary sewage must be returned to the sanitary sewer by means of pipe and hoses unless it is impossible to do so. Then disposal must be approved by the Engineer.

When spiral or longitudinal closed profile pipe is provided, the Contractor shall seal the ends of all cuts of the closed profile pipe with a manufactured approved sealant and adhere to manufacturer's written procedures for sealing the open space. The closed profile pipe shall be

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installed in all manholes in such a manner the cut ends of the pipe are permanently sealed. In addition, the Contractor shall permanently seal all closed profile openings at a location 2' - 3' outside of the manhole. Any time a cut pipe is utilized, the ends shall be sealed and a second seal placed 2' - 4' away from the cut end.

3.205 Manhole Installation. All manholes shall be constructed as indicated on the drawings. The contractor shall insure that all elevations, as noted on the plans, are strictly adhered to. Any deviation of elevations shall be brought to the immediate attention of the Engineer or his representative. All manholes shall be installed straight and plum. All pick openings and pipe entrances shall be fully grouted and finished in a workman like manner.

3.206 Pipe Bedding. All sewer main shall be installed using bedding detail III or IV as noted on special plan detail sheets. The space between the pipe and sides of the excavation shall be filled and compacted with granular bedding as specified. The bedding material shall extend as a minimum 12 inches (300 mm) above the top of all PVC and VCP sewer mains before the trench box is moved. A bench shall be constructed to allow the trench box to set above the top of the sewer main.

If other construction practice is desired, it shall be submitted in writing to the Engineer for review and approval. In the event a different construction practice is desired, the procedure shall be reviewed with respect to trench width, soil loads, and live loads such as H-20 traffic loading.

VCP sewer pipe shall adhere to bedding detail III as per ASTM C-12 with appropriate maximum depth of installation.

PVC sewer pipe shall adhere to bedding detail III and have a minimum modulus of soil reaction (E') of 100 PSI or greater, and have a maximum depth for deflections of 5% or less, and comply with applicable requirements set forth in Unibell Recommended Standard UNI-B-5 latest revision.

DIP shall adhere to bedding detail IV with appropriate pressure class and associated maximum depth of installation, and comply with latest revision of AWWA C150/A21.50 and applicable sections of AWWA C600-87.

The granular bedding shall have the following gradation:

<u>Sieve Size</u>	<u>Minimum % Retained on Sieve</u>	<u>Range</u>
1.0 inch	-0-	
No. 4	34%	± 5%
No. 10	63%	± 10%
No. 30	88%	± 5%
No. 200	98.5%	± 1.5%

Note: Granular bedding is similar to NDOR Type ABX sand and gravel aggregate

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The granular bedding shall be placed around all VCP and compacted to a minimum of 90% optimum proctor density for depths of 4 feet to 30 feet. Trench width shall adhere to 118 MCP technical bulletin (118 Sheet 2 of 2).

The granular bedding for PVC pipe shall be compacted to a maximum of 80% optimum proctor density for depth 4 feet to 16 feet and 90% optimum proctor density for depths 17 feet to 30 feet.

The granular bedding for DIP shall be compacted to 80% of optimum proctor density for depths up to 30 feet.

Trench width shall be kept to a minimum and as noted within these specifications or as noted in the drawings.

If in the event the bedding material cannot be properly compacted, then the Contractor shall provide a coarse aggregate bedding complying with the following gradation.

<u>Sieve Size</u>	<u>Minimum % Retained on Sieve</u>	<u>Range</u>
1 1/2 inch	-0-	
3/4 inch	20%	± 5%
3/8 inch	47%	± 10%
No. 10	80%	± 10%
No. 200	95%	± 5%

Note: Coarse aggregate bedding is similar to a NDOR crushed rock base course material.

3.207 Trench Backfilling. Trench backfill shall conform to following:

- 1) All sewer pipe shall be bedded as noted above. Bedding process shall be accomplished by introducing backfill material in layers not to exceed 6 inches in depth and compacted.
- 2) Upon bedding of pipe, fill may be introduced suitable to the type of method that will be used for compaction, i.e., compactor, hydraulic vibrator, etc. Lift thickness will be determined in field by inspector and job foreman with a maximum loose lift thickness of 12 inches. Once backfill has reached a depth of 5' below final grade all backfill will be tamped with a motorized vibratory sheepsfoot, to provide a consistent compacted trench.
- 3) Compaction tests to be taken 7' to 8' below top of trench or beginning 2-3' to 4' above top of pipe, whichever is deeper, then taken in 2' to 3' increments, with final test taken 1' below surface at final grade. Tests to be taken at 50 to 100 lineal foot (15 M to 30 M) of trench, to be determined on job site. Tests to be taken around manholes on all four sides 4' to 5' out from manholes at same depths as tests taken in trench. Contractor will be required to make excavation for tests.
- 4) Test results for compaction shall meet or exceed following:

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- a. 95% standard proctor density for terraces.
 - b. 98% standard proctor density for driveways, sidewalks, and streets.
 - c. Assumption that moisture content ($\pm$) 3% of optimum failure of test to reach these minimum results will require recompaction by Contractor.
- 5) No unsuitable material will be allowed in backfilling, i.e., rock, saturated soils, excessively dry soils, concrete, grasses, etc. Contractor will be required to remove such material from the job site and replace with adequate amounts of approved material. The Contractor shall supply suitable backfill material from an approved borrow site acceptable to the Engineer at the unit price in the proposal.
- Any backfill found unstable because of plastic soils will have to be replaced by the Contractor with suitable material. No additional compensation will be granted.
- 6) Water settling will not be permitted.
 - 7) The select bedding material shall be granular fill as noted in specification 3.206.
 - 8) If proper compaction requires additional soil to be brought to the site by the Contractor, all expenses for this additional soil shall be considered subsidiary to the pipe installation.
 - 9) The Contractor shall hand tamp around all manholes with hand tampers or pad tampers "Jumping Jacks" to insure proper compaction.
 - 10) In the event settlement of any backfill associated with the project is encountered, the Engineer shall notify the Contractor in writing to repair all defects, including settlement and associated street repair, if it is discovered within the three (3) year maintenance period. No extra monies will be paid for repairs caused by settlement of the backfill.

3.208 Trench Wall Support. All trenches shall be braced or sheeted as to local soil conditions dictate and in full observation of OSHA, as well as local, State of Nebraska, and other Federal requirements. There shall be sufficient tamped cover over pipe to protect in removal of shoring material.

A full depth trench box shall be used for all sewer main installations. At the Contractor's discretion, wood or steel shoring can be used. All wood or steel shoring shall be cut off at the top of the sewer main and the lower section left in place.

3.209 Exfiltration Test. Exfiltration test of the sewer lines shall be conducted upon completion of a section of wastewater line in accordance with ASTM F1417 and by the following method as directed by the Engineer:

After a manhole to manhole section of wastewater line has been backfilled and cleaned, pneumatic plugs shall be placed in the line at each manhole and inflated to 25 psig. Low pressure air shall be introduced into this sealed line until the internal air pressure reaches 4 psig greater than the average back pressure of any ground water that may be over the pipe. At least two minutes shall be allowed for the air pressure to stabilize.

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After the stabilization period (3.5 psig minimum pressure in the pipe), the air hose from the control panel to the air supply shall be disconnected. The portion of line being tested shall be termed "Acceptable" if the time required in minutes for the pressure to decrease from 3.5 psig to 2.5 psig (greater than the average back pressure of any ground water that may be over the pipe) shall not be less than the time shown for the given diameters in the following tables:

ASTM C828

<u>Vitrified Clay Pipe Diameter in Inches</u>	<u>Minutes</u>
8 (200 mm)	4.0
10 (250 mm)	5.0
12 (300 mm)	5.5
15 (380 mm)	7.5
18 (450 mm)	8.5
21 (530 mm)	10.0
24 (600 mm)	11.5
27 (690 mm)	13.5
30 (750 mm)	15.0
33 (840 mm)	16.5
36 (900 mm)	18.0
42 (1070 mm)	21.0

ASTM F1417 TABLE 1

<u>PVC Pipe Diameter</u>	<u>Minimum Time,</u>	<u>Length for Minimum</u>	<u>Time for Longer</u>
<u>Inches</u>	<u>Minutes:Seconds</u>	<u>Time, Ft.</u>	<u>Length:Seconds</u>
8	7:34	298	1.520 L
10	9:26	239	2.374 L
12	11:20	199	3.418 L
15	14:10	159	5.342 L
18	17:00	133	7.692 L
21	19:50	114	10.470 L
24	22:40	99	13.674 L
27	25:30	88	17.306 L
30	28:20	80	21.366 L
33	31:10	72	25.852 L
36	34:00	66	30.768 L

The following alternative method of exfiltration may be used with prior approval of the Engineer:

Plug the lower end of a section of wastewater line and fill with water. Let the water stand for approximately four hours and then fill the line again. After the line has reached its maximum absorption, refill to the original depth; after one hour, record the new level of water in the manhole and convert to gallons; and then subtract the actual manhole loss previously determined for one hour to set actual line loss. Pipe leakage allowance shall be 100 gallons per inch diameter per mile per day (1 liter per mm diameter per Meter per day).

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3.210 Testing. Upon completion of sewers, each pipe line and manhole will be lamped, checked for flow and freedom from accumulated earth or debris, and checked for the general requirements of the specifications. The Contractor shall furnish such tools, hose and other equipment necessary for making such tests, and shall be present during the inspection to note any deficiencies that may exist. Before final acceptance, all sewers shall be clean, shall comply with the specifications and all contract documents and shall be acceptable to the Engineer and municipal authorities. City of Hastings Engineering Inspector or representative is to be present to witness all testing.

3.211 Television Inspection – Sanitary Sewer Lines. Television (TV) inspection recorded digitally on DVD media shall be required on completion of all sewer main lines. The TV inspection shall include on screen measurement along the pipe being inspected – starting with zero at the first manhole of any run of pipe being inspected. In addition to the DVD, a written report shall be provided noting defects, service connection(s), sags, and other anomalies. The written report shall also denote the time, date, starting manhole number and station, direction of camera travel, and ending manhole number and station.

The Contractor shall provide a DVD and written report of the inspection. Video (VHS) will not be permitted.

Contractor shall furnish the name of firm proposed to do the television (TV) inspection on the subcontractor designation sheet. One copy of the DVD shall be given to City of Hastings for their files. Cost of TV inspection and DVD will be subsidiary to bid. Contractor will not be paid retention until television inspection is received.

3.212 Separation from Water Mains.

Horizontal Separation. Whenever possible, sewers should be laid at least ten (10) feet (3 M), horizontally), from any existing or proposed water main. Following should be true if conditions prevent a lateral separation of ten (10) feet (3 M) to a water main if:

- 1) It is laid in a separate trench.
- 2) It is laid in the same trench with the water mains located at one side on a bench of undisturbed earth.
- 3) In either case the elevation of the crown of the sewer is at least eighteen (18) inches (450 mm) below the invert of the water main.

Vertical Separation. Whenever sewers must cross under water mains, the sewer shall be laid at such an elevation that the top of the sewer is at least eighteen (18) inches (450 mm) below the bottom of the water main. When the elevation of the sewer cannot be buried to meet the above requirement, the water main shall be relocated to provide this separation or reconstructed with slip-on or mechanical-joint cast iron pipe, for a distance of ten (10) feet (3 M) on each side of the sewer. One full length of water main should be centered over the sewer so that both joint will be as far from the sewer as possible.

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Special Conditions. When it is impossible to obtain proper horizontal and vertical separation as stipulated above, the water main should be constructed of slip-on or mechanical-joint cast iron pipe, and the sewer constructed of mechanical-joint cast-iron and both services should be pressure tested to assure water-tightness.

3.213 Deflection Testing. Deflection tests shall be performed on all flexible pipe (i.e., P.V.C.). The test shall be conducted after the final backfill has been in place at least 30 days to permit stabilization of the soil-pipe system. No pipe shall exceed a deflection of five percent (5%). If deflection exceeds five percent (5%), replacement or correction shall be accomplished as approved by the Engineer. A rigid ball or mandrel shall be used for the deflection test. It shall have a diameter not less than ninety-five percent (95%) of the nominal inside diameter of the pipe. The pipe shall be measured in compliance with ASTM D 2122, "Standard Test Method of Determining Dimension of Thermoplastic Pipe and Fittings". The test shall be performed without mechanical pulling devices.

3.214 Encasement Pipe. The encasement pipe for railroad and street crossings shall be installed by tunneling. The encasement pipe shall be installed as shown on the plans. Casing chocks shall be provided as indicated on the drawings. The casing chocks shall be securely fastened to the carrier pipe. The casing chocks shall be placed approximately 7'-0" (2.1 M) on center with a casing chock placed 3'-0" (0.9 M) from each end of each section of pipe. On a standard 20'-0" (6 M) length of pipe, three casing chocks shall be installed.

Both ends of the encasement pipe shall be closed with a standard pull-on S-shaped seal as manufactured by Pipeline Seal and Insulator Inc., Model S, Advanced Model AC End Seal, or approved equal.

After installation of the smooth steel pipe, the owner shall install two 48 pound (22 Kg) sacrificial anodes or as determined by the Engineer shall be attached and buried at each end of the encasement. The anodes shall be attached to the outside of the encasement, one on each side.

3.215 Abandonment of Existing Sewer Facilities and Other Underground Utilities. The Contractor where noted on the drawings shall abandon in place or remove existing sewer facilities or other underground utilities as required. In particular, the following methods shall be used:

1) Abandon in Place Sewer Main.

The Contractor shall fill the entire void created by the abandoned sewer with flowable fill. The flowable fill shall be a high fly ash mixture with minimum of 0.5 to maximum of 1.5 sacks/cyd of Portland Cement. The aggregate maybe sand or very fine gravel. Submit a design mix for approval by the Engineer. Each end of the sewer main to be abandoned and at each manhole, whether left in place or abandoned in place, shall be grouted closed with a minimum of 2 foot deep concrete plug. The plug shall be fully set before adding flowable fill.

SECTION 3 SANITARY SEWERS

After injecting flowable fill the open access end of the sewer shall then be closed with a minimum of 2 foot deep concrete plug as noted above. The design mix of the concrete grout shall be submitted for approval. Provide a minimum 28 days strength of 10KSI and shall be a non-shrink grout.

2) Abandon In Place Sewer Manhole.

The manhole shall be filled with fill sand and enough water added to insure flowability of the sand. The top ring and cover of the manhole shall be removed as well as the top cone section. In addition, manhole shall be removed as directed or at least 2 feet (600 mm) below paving subgrade. The top 1 foot of the abandoned manhole shall be filled with concrete. The concrete shall be a 6-1/2 sack ABX mix with a 28 day strength of 3000 PSI (21,000 kPa).

3. Removal of sewer mains or manholes and other underground utilities.

The Contractor shall remove all the debris, bricks, concrete, bases, ring and covers, pipes, etc. Breaking of VCP and abandon in place will not be allowed unless otherwise directed.

3.216 Pipe Plug. The Contractor shall utilize a water tight mechanical plug or cap of appropriate size to secure the open end of the pipe from debris entering into the pipe. This shall be strictly enforced at the end of each day, during any breaks lasting more than 30 minutes or unscheduled stoppage which the pipe may be left unattended for more than 30 minutes. Buckets, duct tape and other methods will not be allowed.

3.217 By-Pass Pumping. The Contractor shall furnish, install, and operate pumps, plugs, conduits, and other equipment to divert the flow of sewage around the pipeline reach in which work is to be performed. The pumping system shall be of sufficient capacity to handle existing flow plus additional flow that may occur during an unexpected rainstorm. Work shall not commence if inclement weather is forecast during the expected installation period. If pumping is required on a 24-hour basis, engines shall be equipped in a manner to keep noise to a minimum. Normal working hours for bypass pump shall be between 8:00 a.m. and 7:00 p.m. If pumping is required beyond these times prior approval from the engineer will be required. Submit request in writing 24 hours before pumping is to begin.

Standby pumps shall be provided as required. By-Pass pumping for all sewers will be required to have 100% redundancy in the pumps and the pump driver unless prior approval is given by the engineer (engine, electric motor, and/or generator). Pumping shall be done by the Contractor in such a manner that it will not damage public or private property or create a nuisance or health menace. The pumped sewage shall be in an enclosed hose or pipe and shall be reinserted into the sanitary sewer system. Sewage shall not be allowed to free flow in gutters, streets, or over sidewalks, etc. No sewage will be allowed to flow into the storm inlets for conduits. After the work has been completed, flow shall be restored to normal. The cost of By Pass pumping will be subsidiary to bid.

The Contractor shall submit and have a bypass pumping procedure approved by the Engineer two days prior to the start of the bypass.

SECTION 3 SANITARY SEWERS

SECTION 3-3 - METHOD OF MEASUREMENT AND BASIS OF PAYMENT

3.301 Sewer Pipe in Place. Sewer pipe shall be measured and paid for at the contract unit price for lineal foot for various sizes, including excavation and backfill complete in place. Sewer pipe shall be measured for payment after installation of the sewer, through all line manholes, through the walls of structures and existing manholes, and shall include the portion of all wyes considered as main line sewer. Such payment shall be full compensation for all labor, plant, equipment and materials necessary for a complete and accepted project, including removal of all debris, and final cleanup of the job.

3.302 Fittings and Tees. Fittings and tees shall be paid for at the contract unit price for various size fittings and tees. Measurement for payment shall include that portion of the tee from the barrel of the main line sewer to the end of the fitting or tee. A 1" X 4" (0.25 cm x 1 cm) lumber sufficient in length to reach the ground surface shall be placed vertically at the end of each tee or service termination.

3.303 Manholes. Manholes shall be paid for at the contract unit price bid per manhole, for a depth of five (5) feet (1.5 M), which payment shall include base, stubouts and ring with cover. Additional payment shall be made for manholes more than five (5) feet (1.5 M) in depth, measured from flow line to top of cover, at the contract unit price for each vertical foot or fraction thereof in excess of five (5) feet (1.5 M).

3.304 Boring and Encasement. The construction of encasement pipe shall include boring, excavation, backfill, casing pipe, and cathodic protection. All other items necessary to complete the installation encasement pipe shall be considered subsidiary to the bid item. The amount of encasement installed shall be measured along the centerline of the encasement and shall be paid for at the contract unit price.

3.305 Abandonment of Sewer Mains and Manhole.

- A) The abandonment of sewer mains in place requiring flowable fill shall be paid on a per linear foot basis. No additional compensation will be made for different volumes of flowable fill for pipe sizes 4" (100 mm) through 15" (380 mm). For sewer mains greater than 15 inches (380 mm), a per size per linear foot (meter) payment will be made. The payment shall include all grouting, labor, excavating, backfilling, and all other incidental activities to complete the work specified.
- B) The abandonment of sewer manholes in place shall be made on a per manhole basis. No additional compensation will be made for various depths. The payment shall include all grout, labor, excavating, backfilling, and all other incidental activities to complete the work specified.
- C) For sewer mains left in place without flowable fill shall not be paid for directly but shall be considered subsidiary to the installation of the sewer main. This includes all related grouting, labor, excavating, backfilling, and other incidental activities.

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- D) Removal of manholes shall be made on a per manhole basis. No additional compensation will be made for various depths. The payment shall include all grout, labor, disposal, excavating, backfilling, and all other incidental activities to complete the work specified.
- E) Removal of sewer mains and other underground utilities shall be paid on a per linear foot basis. No additional compensation will be made for different sizes of pipe for 4" (100 mm) through 15" (380 mm). For sewer mains and other underground utilities greater than 15" (380 mm), a per size per linear foot (meter) payment will be made. The payment shall include all grouting, labor, disposal, excavating, backfilling to complete the work specified.

3.306 Sales Tax Exemption. City will furnish sales tax exemption to successful bidder.

END OF SECTION

SECTION 4 - WATER MAIN SPECIFICATIONS

SECTION 4-0- SCOPE OF WORK

The work covered by this section of the specifications consists of furnishing all labor, plant, equipment, appliances and materials, and performing all operations necessary to construct and complete water mains and appurtenances in strict accordance with these specifications, the applicable drawings, and subject to the terms and conditions of the contract.

Section 4-1 - Materials

4.101 Water Mains. All water mains shall be constructed of ductile iron meeting the requirements as specified in these contract documents unless otherwise noted on the drawings.

4.101(a) Ductile Iron Pressure Class Pipe. Whenever the plans provide for the installation of ductile iron pressure class pipe in lieu of Class 52 pipe, the DIP pipe shall comply with the latest revision of ANSI/AWWA C151/A21.51-96 and as noted above in technical specification 4.101(a) with the exception that the all thickness shall comply with 350 PSI (2400 kPa) pressure class pipe for sizes 3 thru 24 inch (76 mm thru 600 mm). Whenever the plans or specifications call for the installation of polyethylene encasement, provide low density polyethylene film in accordance with the latest revision of ANSI/AWWA C105.

4.101(b) Ductile Iron Water Main (DIP). The ductile iron pipe shall conform to the latest revision of "Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-Line Molds, for Water and Other Liquids, ANSI/AWWA C151/A21.51 and shall be thickness Class 52 unless otherwise stated on the plans.

4.101(c) Ductile Iron Pipe Shall Be:

- 1) Interior Lining: Cement-mortar lining per ANSI A21.4-16 (AWWA C104), no asphaltic sealer.
- 2) Outside coating: AWWA C151/A21.51 Minimum of 1 mil thickness (0.025 mm) of bituminous coating (paragraph 51.8.1).
- 3) a. Push on joint, ANSI A21.11 (AWWA C111).
b. Alternate pipe joint: Mechanical joint ANSI A211.11 (AWWA C111).
c. As required: Restrained joint pipe for special use will be called out on plans and proposal sheet. Shall have joints as called for and pipe shall be to ANSI A21.51 (AWWA C151) ANSI A21.4 (AWWA C104). The restrained joint pipe shall be TR Flex Restrained Joint Pipe by McWane or approved equal.
- 4) In accordance with AWWA C151/A21.51-96 Section 5.1.1.2 provide Affidavit of Compliance.
- 5) Whenever the plans or specifications call for the installation of polyethylene encasement, provide low density polyethylene film in accordance with the latest revision of ANSI/AWWA C105.

SECTION 4 - WATER MAIN SPECIFICATIONS

4.101(d) Polyvinyl Chloride Water Main (PVC). Polyvinyl chloride water main shall conform to the latest revision of polyvinyl chloride (PVC) pressure pipe 4 inch thru 12 inch cast iron O.D. (100 mm thru 300 mm) for water distribution ANSI/AWWA C900 latest revision. Molecularly oriented PVC (PVCO) pipe must conform to the standards of ANSI/AWWA C909, latest revision for 6 inch through 12 inch pipe cast iron O.D. (100 mm thru 300 mm). All PVC and PVCO pipe shall be pressure Class 305 unless otherwise stated on the plans. PVC water mains 16 inch through 48 inch cast iron O.D. (400 mm through 1220 mm) shall conform to the latest revision of AWWA C900. All AWWA C900 water mains shall have a minimum DR as noted on the proposal or the drawings.

Polyvinyl Chloride Pipe Shall Be:

- 1) For all PVC and PVCO pipe provided for potable water service, comply with standard AWWA C900-16. Provide NSF61 certification for each class, type, and size of PVC or PVCO to be provided.
- 2) Provide all PVC and PVCO pipe provided shall comply with AWWA C-900 DR-14; **or** 305 PSI pressure class of AWWA C-909 Molecularly Orientated Polyvinyl Chloride Pressure Pipe.
- 3) Provide required quality control certification documentation as noted above in accordance with AWWA C-900 Section 5.2, or AWWA C-909 Section 5, or AWWA C-905 Section 5.2.
- 4) All PVC and PVCO pipe provided for potable water service shall be blue in color. All PVC and PVCO pressure pipe used for reclaim water shall be purple in color.
- 5) In accordance with AWWA C-900 Section 6.3 or AWWA C-909 Section 6.3, or AWWA C-905 Section 6.3, provide Affidavit of Compliance.

4.101(e) High Density Polyethylene Water Mains. All Polyethylene (PE) (HDPE – High Density Polyethylene Pipe) water mains shall have a Ductile Iron pipe size (DIPS). Unless otherwise stated in the specifications or plans the HDPE water main shall have a minimum DR-11. Provide minimum pressure class rating of 200 psi for DR-11 HDPE pipe as per ANSI/AWWA C906 Table 5. The cell classification shall be PE 4710 HDPE according to ASTM D3350. The construction and fabrication of the HDPE water main shall comply with the appropriate standards as set forth in the latest edition of ANSI/AWWA C906.

- 1) Provide Affidavit of Compliance of all HDPE as per ANSI/AWWA C906 Section 6.3.
- 2) Pipe and fittings to be marked in accordance to C906-15 Section 6.1. All HDPE pipe shall be color coded with a blue strip to indicate it is used for potable water.
- 3) Provide FM Fitting MJ adapter kit for all connections to Cast Iron or Ductile Fittings and valves.

SECTION 4 - WATER MAIN SPECIFICATIONS

- 4) All fusion welds shall be in accordance with manufactures recommendations. All fusion welds shall be completed by properly trained personnel approved by the manufacturer.
- 5) Flanged and Mechanical Joint adapters to confirm to ASTM D3261. Markings for molded or machined flanged adapters of MJ adapters shall be per ASTM D3261. Fabricated (including machined) flange adapters shall be per ASTM F2206.
- 6) When new HDPE pipe is to be fused with existing HDPE piping, the purchaser of the new HDPE pipe shall inform the manufacturer of the cell classification of the existing HDPE pipe as per ASTM D3350, and obtain from the manufacturer a list of the validated fusion parameters that may be used to join the purchased piping to the existing piping. The manufacturers shall be consulted to determine the appropriate fusion procedures.
- 7) Polyethylene fusion fittings may be molded, thermoformed from pipe sections, or fabricated by heat fusion joining polyethylene components prepared from pipe, molded fittings, thermoformed pipe, or polyethylene sheet or block.
- 8) Butt Fusion Fittings shall be made of HDPE material with a minimum material designation code of PE4710 and with minimum cell classification of PE345464C. Butt Fusion Fittings shall meet the requirements of ASTM D3261. Molded and fabricated fittings shall have a pressure rating equal to the pipe unless otherwise specified on the plans. All fittings shall meet the requirements of ANSI/AWWA C906. Marking for molded fittings shall comply with the requirements of ASTM D3261. Fabricated fittings shall be marked in accordance with ASTM F2206.
- 9) Electrofusion Fittings shall be made of HDPE material with a minimum material designation code of PE4710 and with a minimum cell classification of PE345464C. Electrofusion Fittings shall have a manufacturing standard of ASTM F1055. Markings shall be according to ASTM F1055.

4.102 Compact Ductile Fittings. All fittings for pipe sizes 4" thru 24" (100 mm thru 600 mm) shall be Ductile Iron Pressure Class 350 psi (2400 kPa) and shall conform to ANSI A21.53.94 (AWWA C153) current revised edition of said standards as minimum specifications. All fittings for pipe sizes 30" thru 48" (260 mm thru 1200 mm) shall be Ductile Iron Pressure Class 250 and shall conform to ANSI A21.10.93 (AWWA C110) current revised editions of said standards as minimum specifications.

Ductile Iron Fittings Shall Be:

- 1) Interior Lining: Cement-mortar lined, ANSI A21.4.90 (AWWA C104) without coal tar sealer.
- 2) Mechanical joint, ANSI A21.11.90 (AWWA C111).
- 3) Testing, ANSI A21.10.93 (AWWA C110) or ANSI A21.53.94 (AWWA C153).
- 4) Fitting to be cast marked DI or Ductile with pressure rating and size and type fitting.

4.103 Restrained Joint Couplings. When noted on the drawings, the Contractor shall erect and install restrained joint coupling(s). The restrained joint coupling shall be a Griffin Bolt-Lok restrained joint, or American MJ coupled restrained joint.

SECTION 4 - WATER MAIN SPECIFICATIONS

The restrained joint coupling shall provide a positive longitudinal connection between fittings or fittings and restrained joint pipe as applicable. The Contractor shall install applicable thrust blocks as noted on the drawings in addition to the restrained joint coupling.

4.103(a) DIP Restrained Joint Pipe. When restrained joint pipe (i.e., Snap-Lok) is required, the Contractor shall supply a joint system equal to American "Flex-Ring Joint", or approved equal. When the proposal or drawings require retaining glands, the Contractor shall provide Megalug Series 1100 Mechanical Joint Restraint or equal. The Contractor may provide in lieu of retaining glands "Fast-grip" gaskets by American Pipe, or equal.

4.104 Resilient Seated Gate Valves, Cut in Sleeves. All gate valves 4" and larger up to and including thirty inch (30") (260 mm) shall be ductile iron body resilient seated gate valves conforming to AWWA C509, C515, AWWA C111 and ANSI A21.11 specifications and current revisions. All gate valves shall be suitable for mechanical joint connection to ductile iron pipe complete with bolts, glands, and required gaskets. All gate valves shall have a 2" square (50 mm) operating nut and non-rising stem and O-ring type seals. All resilient seated gate valves shall be Mueller Model A-2360-20, M and H Style 3067, Flow Control Series 2500, Clow Model 2638 or 2639 valve or approved equal. When beveled gearing is required, provide valves with a bevel gear assembly to allow the gate to move in a horizontal direction. Cut in sleeves for use with gate valves where required shall be mechanical joint and have stop screw incorporated in body, and shall be Mueller No. H840, H841, or approved equal. For installation requiring a 4", 6", or 8" (100 mm, 150 mm, or 200 mm) cut-in valve, the Contractor shall utilize Mueller C-2360-44 cut-in valves or approved equal. The Contractor shall utilize duck tipped gaskets or plain tipped gaskets as required to complete the field installation. All exposed bonnet and packing bolts shall be ASTM F593 Type 304 Stainless Steel. Gate Valves shall be no more than one year older than the date delivered to the project, or the supplier must show that the valves were stored inside and shall show no signs of wear or damage from storage. All manufacturer tags, bar codes, and SQR tags must remain on the product and must not be removed by the contractor or supplier. City of Hastings Inspector will take pictures and /or remove tags during installation.

4.105 Buried Service Butterfly Valves. Butterfly Valves are not used.

4.106 Valve Boxes. All buried valves shall be provided with Buffalo type cast iron valve boxes or alternate as specified.. Valve boxes shall have a screw type extension sleeve and be designed for the size of valve on which it is to be used and for the depth of cover as required. Covers shall have the word "WATER" cast thereon. Valve boxes shall be Mueller No. H10360, Tyler Series 6850 Type 664-S, 666, 668 as required, or approved equal.

4.106(a) High Density Polyethylene (HDPE) Valve Boxes. Whenever the drawings or proposal request installation high density polyethylene (HDPE) valve boxes, the Contractor shall provide and install American Flow Control Trench Adapter Valve Box or equal. The valve body shall be constructed of high density polyethylene material complete with a steel stem extension tube. The unit shall be fitted with an extension stem tested to 1000 pounds of torque. The lid shall be made of gray cast iron with the word "WATER" imprinted end to top of the lid. Provide HDPE boxes of appropriate depth and size as per manufacturer's recommendations.

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Adjustment in valve box height shall be considered subsidiary to the valve installation.

4.107 Solid Ductile Iron Sleeves. Contractor shall furnish couplings for connecting ductile iron to ductile iron pipe or ductile iron to cast iron pipe, or ductile iron to PVC pipe. The inside diameter of the coupling shall be suitable for connecting the ends of either PVC, ductile, or cast iron pipe as required. All solid ductile iron sleeves shall comply with the requirements of 4.102. Provide only long solid sleeves unless otherwise directed by the Engineer. Solid ductile iron sleeves will not be called out on the drawings; however, Contractor shall provide solid sleeves as field conditions warrant and as approved by the Engineer.

4.107(a) Mechanical Joint Connections. When called for on the drawings or proposal, the Contractor shall provide Foster adaptors or equal for water main size 4" through 24". Provide a ductile iron fitting meeting material and pressure requirement of the current revision of AWWA C110 and as defined by Section 4.102 of these specifications.

Provide tee bolt kits for all applications.

4.108 Fire Hydrants. Fire hydrants shall be Mueller No. A-423 and comply with Dry-Barrell Fire Hydrants ANSI/AWWA standard C-502 and latest revisions. Main valve opening shall be 5-1/4", and inlet shall be mechanical joint for 6" (150 mm) cast iron or ductile iron pipe. Hose connections shall be two - two and one half inch (2-1/2") (65mm), and one - four and one half inch (4-1/2") (115 mm) pumper connection. All threads shall be national standard conforming to NFPA standard for fire hose connections. Unit shall have standard 1-1/2" (40 mm) pentagonal operating nut and shall open counterclockwise. Unit shall be traffic type hydrants with ground break away flange system. Seals shall be O-ring. Fire hydrants shall be painted silver enamel paint as designated by Federal Standard 595A. The prime coat shall conform to Federal Spec. TT-C-4946, or equal. The final coat shall conform to Federal Spec. TT-V-51.

In accordance with ANSI/AWWA C-502 Section 5.1.3 the hydrostatic test shall be conducted at 300 PSI (2100 kPa) for a minimum of 60 seconds with no leakage.

In accordance with ANSI/AWWA C-502 Section 5.3 the supplier shall deliver all hydrants to the City of Hastings for pressure testing at its North Denver Station facilities at an agreed time and during normal business hours. The supplier shall provide 72 hour notice before testing is required.

In Accordance with ANSI/AWWA C-502 Section 6.3 provide Affidavit of Compliance.

All fire hydrants shall be furnished with all connecting bolts, nuts, glands, gaskets, etc., required for immediate installation. Units shall be Mueller No. A-423, American Darling B-84-B-5 or Kennedy K81-D. All fire hydrants will be 6'-0" (1.8m) bury unless noted differently on plans. To achieve proper hydrant installation, utilize hydrant extensions or Gradelok swing arm fittings when necessary.

All exposed bolts and nuts that are typically buried shall be stainless steel 304 or equal.

Fire hydrants shall be no more than one year older than the date delivered to the project, or the supplier must show that the fire hydrants were stored inside and shall show no signs or wear or damage from storage. All manufacturer tags, bar codes and SQR tags must remain on the product

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and must not be removed by the contractor or the supplier. City of Hastings Inspector will take pictures and/or remove tags during installation.

4.109 Water Services and Service Line Connections.

- 1) Plastic water service lines. Plastic water service lines of not more than 2 inches (50 mm) in diameter may be used for residences in lieu of copper service lines, subject to the following:
 - a. Plastic tubing used for water service lines shall meet AWWA C901 Polyethylene pipe, SDR-9 PE3408 ASTM D2737, Pressure Class 200 PSI (1400 kPa) or AWWA C904-06 PEX pipe, SDR-9 ASTM F876 (PEX 1006) Pressure Class 200 PSI (1400 kPa). It shall be O.D. based on sizes 3/4 inch (20 mm) thru 2" (50 mm) conforming to the outside diameter of copper tubing.
 - b. Fittings for plastic water service lines used for plastic water piping shall be of brass pack joints and shall conform to AWWA Standard ASTM B62-Index 115-85-5-5. No plastic fittings or brass flared will be allowed.
 - c. Installation of plastic water service lines shall have a tracer wire attached to the water main tracer wire with connector supplied by City of Hastings, installed by Contractor subsidiary to bid. The wire shall be taped to the service prior to backfilling.
 - d. Grounding of electric services when plastic water services are installed: In the event existing metal water line was the source of grounding is abandoned, supplemental electrodes shall be provided. One shall be a rod or pipe electrode as specified in NEC 250.53, and the others shall be as mandated in NEC 250.52.
 - e. For replacement services the interior metal piping system shall remain bonded to the service equipment. If there is not a ground rod already in use, an 8 foot rod (2.4 m) shall be driven and connected to the service equipment. The grounding electrode system shall comply with NEC 250.50.
 - f. The city electrical inspector shall approve the installation after being satisfied that there is appropriate grounding.
 - g. The owner shall pay an additional fee in accordance with the prevailing council fee resolution, for having the plumbing and electrical inspectors make the foregoing inspections.
- 2) Polyvinyl Chloride Water Service Lines. For installation of 4", 6", and 8" (100 mm, 150 mm, and 200 mm) diameter service lines, the Contractor may use polyvinyl chloride pipe (PVC) or molecularly oriented PVC (PCVO) as specified here within. The PVC pipe shall comply with specification 4.101.
 - a. All PVC water service pipe shall have a minimum pressure class of 200. All pipe connections shall be bell and socket or by mechanical joint when connecting PVC to cast iron/ductile iron pipe and fittings.
 - b. All fittings and transitions shall conform to specification 4.102 of this document.

SECTION 4 - WATER MAIN SPECIFICATIONS

- c. All taps to PVC pipe of auxiliary service lines of two inches in diameter or smaller shall utilize tapping saddles.
 - d. Installation of plastic water service lines shall have a tracer wire attached to the water main tracer wire with connector supplied by City of Hastings, installed by Contractor subsidiary to bid. The wire shall be taped to the service prior to backfilling.
 - e. Grounding of electric services shall be in accordance to specification 4.109 Water Services; paragraphs 1(d) and 1(e) of this document.
 - f. All water services lines of 8" or greater shall conform to specification 4-1 other related and applicable specifications as noted within these documents.
- 3) Corporation Stops. Corporation stops shall be furnished and installed by the contractor. The corporation stop to meet AWWA C800 standard and NSF61 certified. All corporation stops to be key style with AWWA/CC taper thread by flare fitting with the 1" and smaller to include a copper swivel type elbow with AWWA/CC female thread by CTS pack joint. All 1.5" and larger to include a straight copper coupling with AWWA/CC female thread by CTS pack joint. Acceptable manufacturer is FORD METER BOX or approved equal. The contractor will make the tap, in the event the contractor cannot properly make the 1.5 inch and larger taps, the City of Hastings will make the tap for them.
- All taps require a service saddle to be installed unless otherwise noted on the plans. The Contractor shall provide the service saddle and properly fasten the saddle to the main. The service saddle must be constructed of high strength ductile iron per ASTM A536 with fusion-bonded epoxy coating equal to a Ford FC202. The saddle must have a double wide band and 1/2" UNC threaded studs constructed of type 304 stainless steel. Provide saddles with EPDM rubber gaskets per ASTM D2000. Saddles must be ANSI/NSF Standard 61 for use in drinking water applications and must conform to AWWA C800.
- All HDPE water main taps require an Electrofusion fitting, Transition Saddle (Corp Saddle). The Contractor shall provide the transition saddle and shall properly fasten the saddle to the main. Electrofusion Transition Saddle shall have a manufacturing standard of ASTM F1055. The Contractor shall provide Electrofusion Transition Saddle equal to Georg Fischer Central Plastics Company with brass 360 alloy outlet materials, and stainless 304 compression ring, and CC Threads or approved equal.
- 4) Curb Stop and Box. This item shall consist of one (1) curb stop and one (1) curb box. Curb stops shall be Mueller No. H-15155 or Ford B44 Series, unless otherwise specified, and shall be of the same nominal size as the service line to which they are connected. Curb stops shall be of heavy cast bronze construction and shall be Minneapolis pattern type. Curb boxes shall be extension type, cast iron, adjustable for length, and have Minneapolis pattern base. Lids shall have the word "WATER" cast in them and shall have a provision for being securely held in place.
- 5) All water services shall be constructed and installed by the Contractor at a minimum depth of 5'-0" or as by City code and as indicated on the drawings. Any work to be done on the customer side of the curb stop, except for connecting the service line to the curb stop, shall be done by a licensed plumber. All service line work to be completed between the main and curb stop may be done without the services of a licensed plumber. This work shall be

SECTION 4 - WATER MAIN SPECIFICATIONS

deemed to be done by a water main contractor. All service line work to be done by a water main contractor shall be limited to the work as indicated on the drawings and within these contract documents or as directed by the Engineer.

A licensed plumber shall secure and obtain a plumbing permit for any water service work on private property. All plumbing permits shall be obtained before any work begins.

- 4.110 Thrust Block.** All thrust blocks shall be installed in accordance with the drawings. The class of concrete to be used for thrust blocks around fittings shall be Nebraska Department of Roads Class "47B" or Type "ABX". All thrust blocks shall be cast in place and shall be considered subsidiary to the unit price of water main in the contract. All concrete shall have minimum 28 day strength of 3000 PSI.

THRUST BLOCK DIMENSION				
Pipe Size Inch	A Feet	B Feet	C Feet	D Inch
4 (100 mm)	1 (0.3 M)	1 (0.3 M)	1 (0.3 M)	3 (75 mm)
6 (150 mm)	1.5 (0.45 M)	1.5 (0.45 M)	1 (0.3 M)	6 (150 mm)
8 (200 mm)	2 (0.6 M)	2 (0.6 M)	1 (0.3 M)	6 (150 mm)
10 (250 mm)	2.5 (0.75 M)	2.5 (0.75 M)	2 (0.6 M)	9 (225 mm)
12 (300 mm)	3 (0.9 M)	3 (0.9 M)	2 (0.6 M)	9 (225 mm)
14 (350 mm)	3 (0.9 M)	3 (0.9 M)	2.5 (0.75 M)	12 (300 mm)
16 (400 mm)	4. (1.2 M)	3 (0.9 M)	2.5 (0.75 M)	12 (300 mm)
18 (450 mm)	4 (1.2 M)	4 (1.2 M)	2.5 (0.75 M)	12 (300 mm)
20 (500 mm)	4 (1.2 M)	4 (1.2 M)	3 (0.9 M)	16 (400 mm)
24 (600 mm)	4.5 (1.4 M)	4.5 (1.4 M)	3 (0.9 M)	16 (400 mm)
30 (750 mm)	4.5 (1.4 M)	5. (1.5 M)	3.5 (1.0 M)	18 (450 mm)
36 (900 mm)	5 (1.5 M)	5 (1.5 M)	3.5 (1.0 M)	18 (450 mm)
42 (1050 mm)	5.5 (1.7 M)	5.5 (1.7 M)	4 (1.2 M)	24 (600 mm)
48 (1200 mm)	6 (1.8 M)	6 (1.8 M)	4 (1.2 M)	24 (600 mm)

- 4.111 Machine Tap.** Contractor is responsible for all machine taps and related materials.

- 4.112 Steel Encasement.** Smooth wall casing pipe shall be of welded steel construction and shall be new material with a minimum yield point of 35,000 psi (241,000 Kpa). The pipe shall have a minimum wall thickness of "0.250" (6 mm) or as indicated on the drawings. The casing pipe shall be clean and coated on the outside with two coats of coal tar paint, Koppers,

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"Bitumastic Super Service Black"; Valspar, "High-Build Bituminous Coating 35-5-10"; or Tnemec, "46-449 Heavy Duty Black".

4.113 Casing Chocks. The Contractor shall use casing chocks. Casing chocks shall be of the type that bolt onto the carrier pipe. The chock shall be 8" (200 mm) in length. The chocks shall be as manufactured by Pipeline Seal and Insulation Inc., Model C8G-2, Advance Products and System Model SI-8" (200 mm) long with 1" (25 mm) or 2" (150 mm) wide runners, or approved equal.

4.114 Casing End Seal. All steel encasement pipes shall be closed at each end with a standard pull on S-shaped seal as manufactured by Pipeline Seal and Insulator, Inc. (PSI), Model S, Advance Model AC End Seals, or approved equal.

4.115 Manholes. Manholes shall be constructed as indicated on the plans. Manhole ring and cover shall be constructed of Class 35 gray cast iron weighing not less than 450 pounds conforming to ASTM A48-87 and satisfactory to the Engineer. The manhole ring and cover shall be Deeter No. 1030 or Neenah R-1703. Manhole steps are not required unless otherwise noted on plans.

Manholes of precast sections conforming to ASTM C478 specifications shall be used. Precast concrete sections for manholes shall be installed with bituminous joint filler.

4.116 Submittals. The Contractor shall provide to the Engineer the following submittals, shop drawings, certifications and other related documents for review and approval:

- a. Provide catalog cuts showing weights, dimensions, and sizes of all pipe materials, fittings, glands, bolts, adapters, etc. to be utilized on this project.
- b. Provide catalog cuts of all fire hydrants, gate valves, butterfly valves, fittings, manholes, valve boxes, grounding mechanisms, tracer wire, corporation valves, curb stop, curb stop boxes to be utilized on this project.
- c. Provide catalog cuts showing weight, dimensions and sizes of all casings, casing chocks, and casing ends seals to be utilized on this project.
- d. See specification 1.606 for additional details.

4.117 Tracer Wire Locating Station: Furnished by City of Hastings. Installed by Contractor subsidiary to bid.

SECTION 4-2 - CONSTRUCTION METHODS

4.201 Excavation. The Contractor shall perform all excavation of whatever substances are encountered to the depth shown on the drawings, or to provide a minimum cover of five (5) feet (1.5 M) over the top of the pipe. The Engineer shall have the right to limit the amount of trench that may be opened in advance of the line of work. All excavated materials not required for backfill shall be removed from the project by the Contractor. Banks of trenches shall be kept as nearly

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vertical as practicable and, where required, shall be properly sheeted and braced. Trenches shall be of sufficient width to provide working space for proper laying and embedment.

The bottom of the trenches shall be accurately graded to provide uniform bearing and support for each section of pipe on undisturbed soil at every point along its entire length, except for portions of the pipe sections where it is necessary to excavate for bell holes.

Whenever wet or unstable soil that is incapable of properly supporting the pipe, as determined by the Engineer, is encountered in the trench bottom, such soil shall be removed to the depth and length determined by the Engineer, and the trench backfilled to grade with sand, gravel or other suitable material.

All grading in the vicinity of trench excavation shall be controlled to prevent surface water from flowing into the trench. Any water accumulating in the trench shall be removed by pumping or other approved method. Material excavated from the trenches shall be stacked in an orderly manner a sufficient distance back from edge of trenches to avoid overloading and preventing slides or cave-ins. Material unsuitable for backfilling shall be wasted by the Contractor as directed by the Engineer. Any unauthorized excavation below grade shall be backfilled at the Contractor's expense with good, well-tamped material.

A minimum of one foot (1') (300 mm) of topsoil (unless otherwise noted on the plans) shall be removed in any and all areas covered by vegetation. This topsoil shall be stockpiled separately from the material removed from the remainder of the trench. After the pipe is installed and the trench backfilled to an elevation one foot (1') (300 mm), (unless otherwise noted on the plans) below grade, the topsoil shall be replaced and compacted as previously described.

Excavation will not be classified. Whatever material is encountered shall be excavated to the proper grades and if, in any locations, such material is not sufficient to provide a uniform, even bed for the pipe, the trench shall be excavated at least six inches (6") (150 mm) deeper than the grade at the bottom of the pipe and the space thus excavated shall be refilled with earth or sand and thoroughly compacted.

4.202 Protection of Existing Utilities. The accuracy of location of existing underground utilities as shown on the plans is not guaranteed. It shall be the duty of the Contractor to locate these utilities in advance of excavation, and to protect same from damage after uncovering. House service lines are shown on the plans. The Contractor shall contact the owners of the utilities for assistance in locating these service lines. Any expense incurred by reason of damaged or broken lines shall be the responsibility of the Contractor.

The Contractor shall not begin any excavation until he has contacted Diggers Hotline at 811.

4.203 Tunneling. Tunneling, when necessary, shall be done under the supervision of the Engineer. Jacking or boring may be permitted where indicated in the plans. Before proceeding with boring or jacking, the Contractor shall submit to the Engineer for his approval a plan sketch showing the frame, bracing, pit details, etc. Whenever a steel casing is required, joints shall be welded with full strength welds. The Contractor shall maintain proper joint alignment and use full penetration welds.

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4.204 Pipe Cutting. Cutting of the pipe shall be kept to a minimum and shall be done in a neat and workmanlike manner without damage to the pipe. Unless otherwise authorized by the Engineer, cutting shall be done by means of an approved type of mechanical cutter. Hydraulic cutters shall be used when practicable.

4.205 Installation of Water Mains.

4.205(a) Installation of DIP Water Mains. The installation of ductile iron water main shall be in accordance with the latest revision of AWWA C600. All DIP (Class 52 and Pressure Class) water main installation shall also be in accordance with the following:

- 1) Pipe and accessories shall be handled in such manner as to insure delivery to the work in a sound, undamaged condition.
- 2) While suspended in a sling and before lowering into the trench, all pipe shall be inspected for defects. Defective, damaged or unsound pipe will be rejected. Deflections from a straight line or grade, as required by vertical or horizontal curves, shall not exceed manufacturer's recommendations and approval by the Engineer.
- 3) Mechanical joints shall be installed under the provisions of the recommendations of the joint manufacturer.
- 4) Fittings at bends or dead ends shall be firmly blocked against the vertical face of the trench to prevent fittings from being blown off the lines when under pressure. Blocking shall conform to the plan for concrete blocking for fittings. Where pipe ends are left for future connections, they shall be valved, plugged or capped as shown on the plans. Where connections are made between new work and existing mains, the connections shall be made by using fittings as required.
- 5) All DIP where noted on the drawings shall have a tracer wire buried beside the invert of the pipe as shown on the drawings. A tracer wire locating station will be supplied to the Contractor by HU. The tracer wire furnished by HU will be a 12 or 14 AWG solid, Protrace HF-CCS PE30 or equal 30 Mil (0.8 mm) HMW-HDPE coated copper wire. The color will be blue. The wire shall be continuous and unspliced from tracer wire locating station to tracer wire locating station. The tracer wire shall be electrically intrinsic with reference to the water distribution system.

All DIP water main or water service lines of 4" (100 mm) diameter or greater shall have warning tape buried 12" (300 mm) to 24" (600 mm) above the top of the pipe. The warning tape will be inscribed with the message "CAUTION BURIED WATER LINE". The warning tape will be a minimum of 3" (75 mm) in width. The warning tape will be a minimum 4 mils (0.1 mm) in thickness. The warning tape will be blue in color and furnished to Contractor by HU. Installation of tracer wire and warning tape will be subsidiary to bid.

- 6) The use of pipe gasket lube shall be limited to Blue Lube manufactured by Whitlam Plumb-Pro or equal. The use of yellow gasket grease is not permitted or allowed to be stored on site. Pipe gasket lube shall be NSF Standard 14 and 61 certified for potable use. Care shall be taken to limit the amount of pipe gasket lube applied as this will aid in cleanup of the water main and assemblies.

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4.205(b) Installation of PVC Water Main. The installation of polyvinyl chloride (PVC) water main shall be in accordance with the latest revision of AWWA C605.

All PVC water main installation shall also be in accordance with the following:

- 1) Pipe and accessories shall be handled in such a manner as to insure delivery to the work in a sound undamaged condition. All PVC pipe stored on site and expected to be stored for more than 3 months, shall be covered with tarpaulins to protect the pipe from ultra violet light damage as required by AWWA C-605 Section 2.3.1.
- 2) Prior to the pipe being placed in the trench and while suspended in a sling, all pipe shall be inspected for defects. Defective, damaged, scratched, bleached, cut, scarred, or unsound will be rejected. Deflections from a straight line or grade, as required by vertical or horizontal curves, shall not exceed manufacturer's recommendations and approval by the Engineer.
- 3) Mechanical joints shall be installed under provisions of the recommendations of the joint manufacturer.
- 4) Fittings at bends or deadends shall be firmly blocked against the vertical face of the trench to prevent fittings from being blown off the lines when under pressure. Blocking shall conform to the plan for concrete blocking for fittings. Where pipe ends are left for future connections, they shall be valved, plugged or capped as shown on the plans. Where connections are made between new work and existing mains, the connections shall be made by using fittings as required.
- 5) All PVC where noted on the drawings shall have a tracer wire buried beside the invert of the pipe as shown on the drawings. A tracer wire locating station will be supplied to the Contractor by HU. The tracer wire furnished by HU will be a 12 or 14 AWG solid, Protrace HF-CCS PE30 or equal 30 Mil (0.8 mm) HMW-HDPE coated copper wire. The color will be blue. The wire shall be continuous and unspliced from tracer wire locating station to tracer wire locating station. The tracer wire shall be electrically intrinsic with reference to the water distribution system.

All PVC water main or water service lines of 4" (100 mm) diameter or greater shall have warning tape buried 12" (300 mm) to 24" (600 mm) above the top of the pipe. The warning tape will be inscribed with the message "CAUTION BURIED WATER LINE". The warning tape will be a minimum of 3" (75 mm) in width. The warning tape will be a minimum 4 mils (0.1 mm) in thickness. The warning tape will be blue in color and furnished to Contractor by HU. Installation of tracer wire and warning tape will be subsidiary to bid.

- 7) The use of pipe gasket lube shall be limited to Blue Lube manufactured by Whitlam Plumb-Pro or equal. The use of yellow gasket grease is not permitted or allowed to be stored on site. Pipe gasket lube shall be NSF Standard 14 and 61 certified for potable use. Care shall be taken to limit the amount of pipe gasket lube applied as this will aid in cleanup of the water main and assemblies.

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4.205(c) Installation of HDPE Water Mains. The installation of HDPE water mains shall be in accordance to the following:

- 1) The pipe and accessories shall be handled in a manner to insure the work is sound undamaged condition.
- 2) All HDPE pipe shall be stored shall be covered with tarpaulins to protect the pipe.
- 3) All HDPE where noted on the drawings shall have a tracer wire buried beside the invert of the pipe as shown on the drawings. A tracer wire locating station will be supplied to the contractor by HU. The tracer wire furnished by HU will be a 12 or 14 AWG solid, Protrace HF-CCS PE30 or equal Gauge, 30 mil (0.8 mm) HMW-HDPE coated copper wire. The color will be blue. The wire shall be continuous and unspliced from tracer wire locating station to tracer wire locating station. The tracer wire shall be electrically intrinsic with reference to the water distribution system. Installation of the tracer wire will be subsidiary to the bid.
- 4) All HDPE water main or 4" (100 mm) or greater shall have a warning tape buried 12" (300 mm) to 24" (600 mm) above the top of pipe. The warning tape will be inscribed with the message "CAUTION BURIED WATER LINE". The warning tape will be a minimum of 3" (75 mm) in width. The warning tape will be a minimum of 4 mils (0.1 mm) in thickness. The warning tape will be blue in color and furnished to Contractor by HU. Installation of the warning tape will be subsidiary to the bid.
- 5) Prior to the pipe being placed in the trench and while suspended in a sling, all pipe shall be inspected for defects. Defective, damaged, scratched, bleached, cut, scarred, or unsound will be rejected. Deflections from a straight line or grade, as required by vertical or horizontal curves, shall not exceed manufacturer's recommendations and approval by the Engineer.
- 6) Joining methods:
 - a) Butt Fusion: HDPE pipe joined by the butt fusion shall be done in accordance with ASTM F2620 or PPI TR-33. All fusion joints shall be made in compliance with the pipe or fitting manufacturer's recommendations. Fusion joints shall be made by qualified fusion technicians per PPI TN-42. Qualification of the fusion technician shall be demonstrated by evidence of fusion training within the past year on the equipment to be utilized on the project. Provide copy of Butt Fusion procedure to Engineer 10 days prior to construction for review and approval.
 - b) Saddle fusion: HDPE pipe joined by Saddle fusion shall be in accordance with ASTM F2620, TR-41 or the fitting manufacturer's recommendations and PPI TR-41. Saddle fusion shall be used to fused branch saddles, tapping tees, and other HDPE constructs onto the wall of the main pipe. Saddle fusion joints shall be made by qualified fusion technician. Qualification of the fusion technician shall be demonstrated by evidence of fusion training within the past year on the equipment to be utilized on the project. Provide copy of Saddle Fusion procedure to Engineer 10 days prior to construction for review and approval.c)
 - Electrofusion: HDPE pipe joined by Electrofusion shall be done in accordance with the manufacturers recommended procedure. Other sources of electrofusion

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joining information are ASTM F1290 and PPI TN-34. The process of electrofusion requires an electric source, a transformer, commonly called and electrofusion box. The electrofusion box must be capable of reading and storing the input parameters and the fusion results for later download to an electronic record file. Qualification of the fusion technician shall be demonstrated by evidence of electrofusion training within the past year on the equipment to be utilized for this project. Provide copy of Electrofusion procedure to Engineer 10 days prior to construction for review and approval.

- d) Mechanical coupling that wrap around the pipe and act as saddles shall be recommended by the manufacturer as being designed for use with HDPE pipe. Mechanical connection of HDPE to auxiliary equipment such as valves, pumps, and fittings shall use mechanical joint adapters and other devices in conformance with the PPI Handbook of Polyethylene Pipe, Chapter 9 and AWWA Manual of Practice M55, Chapter 6.
 - e) Joint construction records are the critical parameters of each fusion joint. As required by the manufacturer this data shall be recorded either manually or by an electronic data logging device. All fusion joint data shall be included in the Fusion Technician's joint report and provided to the Engineer for review.
- 7) Buried HDPE pipe and fittings shall be installed in accordance with ASTM D2321 or ASTM D22774 for pressure systems, AWWA Manual practice M55 Chapter 7 and as specified within these specifications for the placement of Water Main.

4.206 Service Interruptions. When it becomes necessary, for the purpose of making connections or for any other reason, to shut off or turn on water in any existing mains, it is the sole responsibility of the Contractor to notify the City Water Department, through the Resident Engineer, as to when and for how long service will be interrupted, and also to notify all water users well in advance to that they might prepare themselves for the period during which service might be interrupted. Valves shall not be opened or closed by anyone other than City Water Department personnel.

4.207 Fire Hydrants and Valve Boxes. All fire hydrants, valves, and valves boxes shall be installed in the lines as shown on the drawing and as directed by the Engineer. All apparatuses shall be set plum. Valve boxes shall be centered directly over the valves. Earth fill shall be carefully hand tamped around all valve boxes and fire hydrants. Valves boxes shall have the interiors cleaned of all foreign matter before installation.

All valve boxes shall be installed to permit without restriction valve wrenches. All fire hydrants shall be installed in accordance with the latest revision of AWWA Manual M17, "Installation, Field Testing and Maintenance of Fire Hydrants", and no more than 1/4" per two (2) vertical feet out of plumb in any direction. The engineer shall measure the plumbness of all fire hydrants installed. Any fire hydrant not installed correctly and plumbed shall be straightened and any additional extensions of the barrel to raise it to grade shall be provided without additional reimbursement. Review of the plumbness test by the Engineer shall be requested by the

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Contractor prior to beginning of the project. If a review is not requested, the Engineer may assume the Contractor fully understands the requirements for proper hydrant installation.

4.208 Cleaning, Disinfection, Flushing and Pressure Testing of Water Mains

Procedures for the disinfection of the water mains shall be in accordance with the latest revision of AWWA C651. Specifically each segment of completed water main to be disinfected shall not exceed a length greater than 1,000 LF unless otherwise approved by the Engineer.

All costs associated with disinfection, flushing and pressure testing of the water mains and appurtenances shall be considered subsidiary to the main installation.

To aid in the cleaning and disinfection of the water main the contractor shall comply with the following:

1. All water main materials shall be shipped in plastic wrap or provided removal plugs to limit contamination during shipping. Water main pipe shall be shipped with a tarp or cover to protect the pipe end (windward end) during transport.
2. Onsite storage of water main materials shall be placed on skids or blocks to limit contamination while in storage. Provide minimum of 4 inches elevation above the ground line and not located in areas that may become flooded.
3. Tarps or plastic wrap shall be provided to secure the open end of the pipe and water materials from contamination during site storage. Contractor shall limit site storage to amounts that can be installed in a timely manner to limit contamination.
4. Each section of pipe, all fittings and other water main assemblies shall be thoroughly inspected for presence of dirt, oil film(s), and debris prior to installation. Contractor shall remove and clean all visible contamination.
5. During installation the open end of the water main or assembly shall be fitted with a plug to limit contamination. This shall be used at all times. For periods where construction will be delayed for more than 1 hour a tight fitting plug shall be installed that will prevent water intrusion at a pressure of at least 10 feet of hydraulic head.
6. A suggested process for cleaning the water main pipe prior to installation is to power wash the inside of the pipe from each end of the pipe then swab each pipe with a soft foam or soft sponge pig soaked with chlorinated water, swab once from each end using a bull float pole to push the pig through. Then power wash the inside of each pipe one more time. Bag each end of the pipe with a heavy plastic garbage bag and seal with duct tape. After the pressure testing is completed, the pigging process shall consist of running the vinyl covered pig with bristles through the water main at least 4 times, then running the vinyl covered pig without bristles through at least 2 times, then running the non-vinyl covered hard foam pig through at least two times or at such time as the water is clear. New pigs shall be used with each water section thereof. Once the pigging process is completed the water main shall then be chlorinated. City of Hastings will supply two sets of pigs for the first two times of pigging on each section of main being cleaned. Length of each section of main to be determined by the engineer.

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7. Use of granular chlorine or chlorine tabs will not be permitted.
8. As noted on the drawings a pig launching assembly shall be installed. Foam and / or polyethylene bristle pigs shall be provided by City of Hastings to aid in cleaning. Contractor shall provide at no cost the installation of the cleaning pigs. City of Hastings will provide pigs for the first two times of pigging on each section of main being cleaned. Any pigging after the first two times will be the contractors expense including City of Hastings Water Department labor and truck charges. Additional pigs will be purchased through the City of Hastings Warehouse at contractors expensive including all overhead costs.
9. A written plan for providing cleaning, disinfection and sampling shall be provided to the engineer for approval before main installation begins. A walk thru of the project prior to main installation shall be conducted with the contractor foreman to review disinfection procedures.

Flush Water Disposal

The contractor shall provide all piping, hoses, ditches and other conveyance devices to properly dispose of the water from the water mains. The following procedures shall be used:

1. Flush water containing chlorine in excess of 1 mg/l shall be directed to the sanitary sewer at rates that do not exceed the capacity of the receiving sanitary sewer. In the event a sanitary sewer is not available to the contractor, City of Hastings Sewer Department shall provide assistance in removing the chlorine., Plan and procedures for de-chlorination shall be approved by the engineer prior to commencing work.
2. Waters containing 1 mg/l or less of free residual chlorine to be flushed from the main shall be directed to appropriate storm sewers, ditches or other drainage ways. Disposal of flushed water shall be the responsibility of the contractor. Erosion caused by flushing activities shall be repaired by the contractor. Repair of right of ways and private property shall be completed to the satisfaction of the property owner or controlling authority.

Water Main Disinfection and Flushing

Water main disinfection and flushing shall be completed in a timely manner. As noted above a written plan shall be prepared and provided to the engineer for approval. The plan shall limit the amount of time water is allowed to be placed in the main prior to disinfection procedures are applied. The following terms and conditions shall be used with respect to disinfection and flushing of water mains:

Step 1. Pre-flushing (By HU Forces): Once the water main has been installed and all appropriate control valves placed into service, the water main shall then be flushed with potable water. This shall be done at a minimum velocity of 5 fps or maximum achievable with normal system water pressure. Pre-flushing of the water main shall be conducted for a sufficient period of time until the water is clear and then an additional five (5) pipe volumes of water shall be discharged. See above for flush water disposal requirements. City of Hastings forces shall be responsible for the operation of all Hastings water valves.

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Step 2. Hydrostatic Pressure Testing (By Contractor): Immediately after pre-flushing of the main (within 1 hour) the water mains shall be hydrostatically tested. Hydrostatic testing shall be in accordance with the latest revision of AWWA C600 Section 4 or AWWA C605 Section 7 as deemed appropriate. Hydrostatic testing shall be performed at a pressure of 140 psi (965 kPa) minimum to 150 psi (1035 kPa) maximum, with an maximum drop in pressure of 2 psi (14 kPa) over a two hour period. All defective materials or improperly installed materials shall be repaired or replaced as deemed appropriate by the engineer. The hydrostatic pressure test shall be repeated after all repairs are completed and until satisfactory results are obtained.

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Step 3. Aggressive Main Cleaning (Pigging) (By Contractor): Immediately after hydrostatic testing is satisfactorily completed (within 1 hour) the water mains shall be aggressively pigged using hard foam, vinyl covered pigs with plastic bristles, followed by hard foam vinyl covered pigs without plastic bristles, followed by hard foam pigs without vinyl covering, all supplied by City of Hastings. Every effort shall be made to aggressively clean all sections of the water main. Pigs of appropriate size shall be launched into the water main and pushed through the main using water system pressure. Multiple pigs shall be launched until water flushed with the pig is clear. An additional 2 pigs shall then be launch to insure all debris has been removed. See above for flush water disposal requirements. City of Hastings forces shall be responsible for the operation of all Hastings water valves.

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Step 4. Initial Disinfection (By Contractor): Immediately after the water main has been aggressively cleaned (within 1 hour), the water main shall be disinfected with chlorine. Sufficient amounts of chlorine shall be used to provide a minimum of 25 mg/l to a maximum of 100 mg/l of free chlorine residual for a minimum contact time of 24 hours. Chlorine shall be added to each section of main using a continuous-feed method. The contractor shall provide, install, and operate all chlorination equipment. Chlorine material will be supplied by the owner and placement is the responsibility of the contractor. No additional compensation is provided. City of Hastings forces shall be responsible for the operation of all Hastings water valves.

Step 5. Flushing (By HU Forces): Once the water main has been disinfected the water main shall be flushed. Flushing of the water main shall be conducted for a sufficient period of time to remove all traces of chlorine. A field chlorine test shall be conducted to confirm all chlorine has been removed. See above for flush water disposal requirements and specifically for waters containing chlorine. Once the chlorine is removed flush an additional five (5) pipe volumes. City of Hastings forces shall be responsible for the operation of all Hastings water valves.

Step 6. Bacteriological Sampling (By HU Forces): Once the water main has been flushed of disinfectant samples for coliforms and heterotrophic bacteria (a.k.a. HPC or plate count) shall be collected. The water shall be tested for chlorine residual to insure that all chlorine has been removed. The water samples shall be collected from a service tap. The contractor at his expense shall excavate a location in which City of Hastings Forces will install a 1 inch service saddle and polyethylene water service to allow for sampling. The water main shall not be aggressively flushed during the sample collection. The water main is deemed to be clean once two sets of samples are collected 24 hours apart and show no evidence of coliforms (zero coliforms) or heterotrophic bacteria (a.k.a. HPC or plate count) greater than 500 colony forming units per ml (500 cfu/ml).

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All samples will be collected by HU forces and delivered to the testing lab. The Nebraska Health Department in Grand Island, NE or Servi-Tech Labs in Hastings, NE shall be used for the testing of these samples. Coli-Alert procedures shall be used for the testing of coliforms.

During each sampling event coliform and heterotrophic bacteria samples shall be collected at a point where system water enters the project. These samples are collected to insure the water used for cleaning of the mains is potable.

Step 7. Re-cleaning of the water main (By Contractor): If the water main after testing and flushing as noted above has not been successfully cleaned, then it shall be re-cleaned beginning with Step 3 as noted above. Selection of the pig type and construction shall be reviewed with the engineer for approval. All water used after initial Step 6 as noted above shall be metered using estimated flow rates as determined by City of Hastings. This water shall be purchased by the contractor at current residential (Urban) water rates. Expense of all retesting of the water main for coliforms and heterotrophic bacteria (a.k.a. HPC or plate count) shall be the responsibility of the contractor.

Step 8. Surfactant Cleaning (by Contractor): If deemed necessary by the contractor the water main may be cleaned using a National Sanitation Foundation (NSF) approved surfactant equal to a Johnson Screens NW-400. Application rate of the surfactant shall be as per manufactures recommendation. NW-400 shall be injected at a rate of 1 gallon per 1500 to 2000 gallons of water. Additionally the main shall be provided chlorine at a minimum rate of 25 mg/l and a maximum of 100 mg/l of free available chlorine. The surfactant and chlorine shall be allowed to be in contact with the pipe interior for a minimum of 24 hours and a maximum of 96 hours. Flushing of the surfactant and chlorine shall be deemed complete when there is not chlorine residual present.

4.209 Separation from Sanitary Sewer Mains. There shall be a minimum of eighteen (18) inches (450 mm) clearance between water mains and sanitary sewer mains crossing at approximately ninety degrees (90°).

4.210 Trench Backfilling. Trench backfill shall conform to following:

- 1) All water mains and services shall be properly bedded with insitu soils unless otherwise directed due to poor soils or soil conditions. The Engineer shall instruct the Contractor in proper operation and fill material if conditions are deemed less than favorable. Insitu soils typically deemed satisfactory are local clay, silt loam, and sandy soils found in the Hastings area.

Ductile Iron Pipe. All ductile iron pipe shall be bedded as shown on bedding detail II of the plans with insitu soils to top of pipe or twelve inches (12") (300 mm) above top of pipe as noted. The bedding process shall be accomplished by mechanical means and by introducing backfill material layers not to exceed six inches (6") (150 mm) depth. Each lift shall be thoroughly compacted before introducing additional backfill material. Hand tamping will be required whenever streets, driveways, or terraces requiring sodding will be placed above the water main installed. The bedding shall be accomplished using a hand tamper for each six inch (6") (150 mm) lift of soil to the top of the pipe. Other mechanical means such as a rolling vibratory sheeps foot can be utilized for the next twelve inches (12") (300 mm) above the top of pipe. **All hand tamping shall be strictly enforced.**

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Polyvinyl Chloride Pipe. All polyvinyl chloride pipe regardless of location shall be bedded as shown on bedding detail I of the plans with six inches (6") (150 mm) lifts of soil to a point twelve inches (12") (300 mm) above the top of pipe. **All hand tamping shall be strictly enforced.**

Upon bedding of pipe, fill may be introduced suitable to the type of method that will be used for compaction, i.e., roll compactor, hydraulic vibrator, etc. Lift thickness will be determined in field by inspector and job foreman, with a maximum loose lift thickness of 12" under streets.

- 3) Compaction test may be taken at random locations and different depths as determined by inspector. Average of two compaction tests will be taken at each 50 lineal foot) (15 M) of trench and test at an elevation to be determined on job site and dependent on depth of trench. Contractor will be required to make excavation for test.
- 4) Test results for compaction shall meet or exceed following:
 - a. 95% standard proctor density for terraces.
 - b. 98% standard proctor density for driveways, sidewalks, streets.
 - c. Assumption that moisture content ($\pm$) 3% of optimum failure of test to reach these minimum results will require re-compaction by Contractor.
- 5) No unsuitable material will be allowed in backfilling, i.e., rock, saturated soils, concrete, brick, mortar, vegetation, debris, grasses, etc. Contractor will be required to remove such from job site and replace with adequate amount of approved material. The Contractor shall supply suitable backfill material from an approved borrow site acceptable to the Engineer at the unit price in the proposal.

Any area found unstable because of plastic soils will have to be replaced by the Contractor with suitable material

- 6) Water settling will not be permitted.
- 7) If proper compaction requires additional soil to be brought to the site by the Contractor, all expenses for this additional soil shall be considered subsidiary to the pipe installation.
- 8) Contractor shall return ditch elevations to preexisting elevations as shown on the plans. If it is determined after the construction is complete the Contractor has not done so, he will be required to return the ditch to original elevation at his cost.
- 9) The Contractor shall hand tamp around all fire hydrants, curb stops, and valve boxes with hand tampers or pad tampers ("Jumper Jacks") to insure proper compaction.

In the event settlement of any backfill associated with the project is encountered, the Engineer shall notify the Contractor in writing to repair all defects, including settlement and associated street repair, if it is discovered within the three (3) year maintenance period. No extra monies will be paid for repairs caused by settlement of the backfill.

SECTION 4 - WATER MAIN SPECIFICATIONS

4.211 Trench Wall Support. All trenches shall be braced or sheeted as to local soil conditions dictate and in full compliance with OSHA, as well as local, State of Nebraska, and other Federal requirements. There shall be sufficient tamped cover over pipe to protect in removal of shoring material.

4.212 Encasement Pipe. The encasement pipe for railroad and street crossings shall be installed by tunneling. The encasement pipe shall be installed as shown on the plans. Casing chocks shall be provided as indicated on the drawings. The casing chocks shall be securely fastened to the carrier pipe.

The casing chocks shall be placed approximately 7'-0" (2.1 M) on center with a casing chock placed 3'-0" (0.9 M) from each end of each section of pipe. On a standard 20'- 0" (6.0 M) length of pipe, three casing chocks shall be installed.

Both ends of the encasement pipe shall be closed with a standard pull-on S-shaped seal as manufactured by Pipeline Seal and Insulator Inc., Model S, Advance Model AC End Seal, or approved equal.

After installation of the smooth steel pipe, City of Hastings shall install two 48 pound (21.8 Kg) sacrificial anodes or as determined by the Engineer shall be attached and buried at each end of the encasement. The anodes shall be attached to the outside of the encasement, one on each side.

4.213 Pipe Plug. The Contractor shall utilize a water tight mechanical plug or cap of appropriate size to secure the open end of the pipe from debris entering into the pipe. This shall be strictly enforced at the end of each day, during any breaks lasting more than 30 minutes or unscheduled stoppage which the pipe may be left unattended for more than 30 minutes. Buckets, duct tape and other methods will not be allowed.

SECTION 4-3 - METHOD OF MEASUREMENT AND BASIS OF PAYMENT

4.301 Water Main. Water main shall be measured for payment by measuring the length down the center line of construction of all pipelines installed, with no deduction for fittings or valves. Payment shall be made at the contract unit price per lineal foot for various sizes, including fittings, excavation and backfill, complete in place. The cost of providing and installing location tape shall be considered subsidiary to the water main.

4.302 Valves and Boxes. Valves and valve boxes shall be paid for at the contract unit price, complete in place.

4.303 Hydrants. Fire hydrants shall be paid for at the contract unit price, complete in place.

4.304 Manholes. Manholes shall be paid for at the contract unit price bid per manhole, for a depth of five feet (5') (1.5 M), which payment shall include footings, ring and cover. Additional payment shall be made for manholes more than five feet (5') (1.5 M) in depth, measure from top of footings to top of cover, at the contract price for each vertical foot or fraction thereof in excess of five feet (5') (1.5 M).

4.305 Fittings. Fittings such as tees, bends, solid sleeves, MJ to MJ adapters, and reducers including all glands and bolts shall be paid for at the contract unit price, complete in place. If in the event additional fittings are required to be installed, then additional fittings shall be paid for at the unit price per pound of the base weight of the fitting.

SECTION 4 - WATER MAIN SPECIFICATIONS

All ductile iron fitting weights shall be computed using AWWA C153.D.I. Compact Fittings whenever appropriate. In the event a compact fitting weight is not provided by AWWA C153, then the appropriate ductile iron fitting weight as specified in AWWA C110 shall be used. If in the event special items that are called for on the drawings are not referenced in AWWA C110 or C153, then appropriate manufacturer weights shall be utilized. The fitting weights shall consists of the base weight only; all bolts, gaskets and glands shall be considered subsidiary to the pay item.

The Contractor will be reimbursed for actual installed fitting weights using the manufacturers standard weight schedule.

4.306 Boring and Encasement. The construction of encasement pipe shall include boring, excavation, backfill, casing pipe, and cathodic protection. All other items necessary to complete the installation encasement pipe shall be considered subsidiary to the bid item. The amount of encasement installed shall be measured along the center-line of the encasement and shall be paid for at the contract unit price.

4.307 Hydrant Extension. Hydrant extensions as required or as directed by Engineer shall be paid for on a per extension basis; such as 3" (75 mm), 6" (150 mm), 9" (225 mm), etc. Payment shall compensate the Contractor for all labor, fabrication, installation, backfilling, excavating, and all other incidental work as specified or directed by Engineer.

4.308 Valve Box Extension. Valve box extension shall be considered subsidiary to the installation of the valve and valve box.

4.309 Extra Depth Excavation. When deemed necessary by the Engineer for extra depth greater than 2.0 feet (600 mm) from plan grades, addition compensation shall be provided a per foot depth per linear foot basis. Payment shall include all excavating, backfilling, labor, and other incidental work as specified.

No additional compensation will be made when the Contractor varies depth do his operation or failure to control his operation. Additional depth required due to unknown utility conflicts will be provided as specified above

4.310 Tracer Wire. The tracer wire and locating station is supplied by HU and the cost of installation by the Contractor is subsidiary to bid.

4.311 Service Connection. The payment for the installation of a service connection for 3/4" to 2" in diameter shall include all excavations, backfilling, re-sodding, re-seeding, service saddles, connections to tracer wire, corporation valves, purchase of materials, fabrications, and all other incidentals for a complete installation. Payment will be made for each class of work and for each size of service required.

4.312 Water Service Lines. The payment for the installation of water service lines for 3/4" to 2" in diameter shall include all excavation, backfilling, re-sodding, re-seeding, service saddles, installation of tracer wire, water service lines, corporation valves, purchase of materials, fabrications, and all other incidentals for a complete installation. Payment will be made for each class of work and for each size of service required.

4.313 Curb Stop. The payment for the installation of a curb stop shall include all excavation, backfilling, re-sodding, re-seeding, curb stops, connection to tracer wire, purchase of materials,

SECTION 4 - WATER MAIN SPECIFICATIONS

fabrication, and all other incidentals for a complete installation. Payment will be made for each class of work for each size of curb stop required.

END OF SECTION

SECTION 5

SPECIFICATIONS FOR

CONSTRUCTION SITE STORM WATER MANAGEMENT AND CONTROL

SECTION 5-0 - SCOPE OF WORK

The work covered by this section of the specifications consists of furnishing all labor, plant, equipment, appliances and materials, and performing all operations necessary to manage and control storm water runoff as per Nebraska NPDES General Permit for Storm Water Discharge from Construction Sites Number NER100000.

Section 5-1 – Applicability

5.101 General Storm Water Pollution Prevention Policy. The contractor shall be responsible for storm water management of the construction site. This shall include proper storage, handling and disposal of hazardous material. This shall also include proper handling of petroleum products. All hazardous, fuels, oils, and greases shall be properly stored, handled and disposed in accordance with relevant Material Safety Data, Federal, State and Local regulations. The dumping on the ground or storage of waste fuels and / or motor oil in open containers shall be prohibited. If oils or fuels are dumped on the ground the contractor shall remove all contaminated soils and properly dispose in accordance with state and local regulations within 24 hours. If the contractor fails to keep the construction site free of waste and spills Hastings Utilities shall withhold two times the monies as deemed appropriate by the engineer for the clean up and disposal by outside services.

- 1) When hazardous chemicals, fuels, oils and or greases are stored on site the contractor shall provide, when requested by the engineer, appropriate Material Safety Data Sheets for these materials.
- 2) The contractor shall operate and manage his operation in an environmentally safe manner and shall also have a strong no dumping policy. If a spill of hazardous chemicals, fuels, oils and / or greases occurred in reportable quantities as deemed by Federal and State regulations the contractor shall notify the appropriate Federal and State authorities and in addition Local Emergency Management at 402-461-2361.
- 3) It is suggested but not required that the contractor develop a written policy addressing safety procedures for the containment and proper disposal of all spills including employee training.

SECTION 5
SPECIFICATIONS FOR
CONSTRUCTION SITE STORM WATER MANAGEMENT AND CONTROL

5.102 General Storm Water Pollution Prevention Permit (SWPP-Permit). The Contractor shall apply for a Storm Water Pollution Prevention Permit (SWPP-Permit) for approval by Nebraska Department of Environmental Quality for all construction projects that disturb **one – acre or more of land surface**. The SWPP-Permit shall as a minimum address the following:

- 1) The contractor shall submit a Notice of Intent (NOI) in accordance with NPDES Form CSW-NOI as found at the NDEQ website. The Notice of Intent (NOI) shall be submitted to the Nebraska Department of Environmental Quality (NDEQ). A copy of which shall be submitted to the engineer. Any conformation of receipt of the Notice of Intent (NOI) by the NDEQ shall be copied and forwarded to the engineer.
- 2) The contractor shall prepare a Storm Water Pollution Prevention Permit (SWPP-Permit) as required by NDEQ for approval before construction is to begin. A copy shall be submitted to the engineer. Once approval is provided by NDEQ a copy of the approval shall be submitted to the engineer before construction is to begin.

5.103. NPDES Storm Water Permit Application Packet. To obtain a NPDES Storm Water Permit Application Packet the contractor shall contact appropriate NDEQ personnel at 402-471-4220 or go to the NDEQ Web Site www.deq.state.ne.us. Click on Publications/Forms; then scroll to NPDES Program; then open by clicking on the blue arrow; then open Application and Forms.

5.104 Duty of Engineer and / or his designated representative. The engineer and / or his /her representative are not responsible for enforcement of the SWPP-Permit. However if in the event the engineer or his/her representative shall notice or become aware of any problems or conditions that may become a potential source of pollution, the contractor shall be notified verbally and in writing. The contractor shall expedite the necessary corrections as reasonably possible. If the Contractor is deemed in violation of any requirements of the SWPP-Permit as determined by NDEQ, all monthly and final payments shall be withheld until the violations are corrected to the satisfaction of NDEQ.

END OF SECTION

Specifications and Contract Documents

Lakeview 10th Water and Sewer Additions

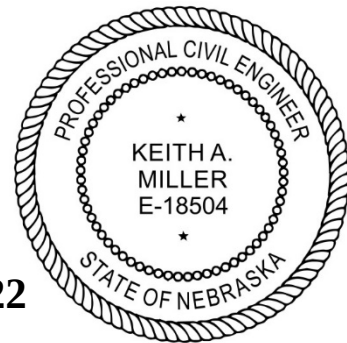
CITY OF HASTINGS

Contract No. HU 2022-37

Sealed Proposals must be received
no later than 1:30 PM, Wed, December 21, 2022.
They will be opened and read aloud at 1:30 PM on the same day.

Contract Documents through Specification Section 5.

Keith Miller, PE
November 14, 2022



Project Engineer

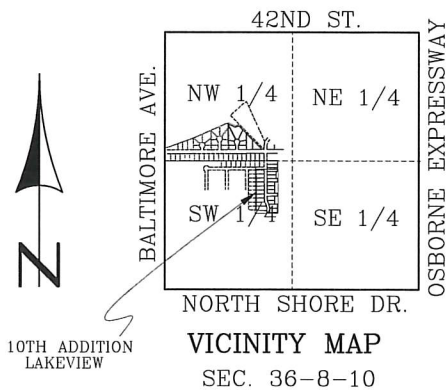
Signature Page

LAKEVIEW 10th ADDITION

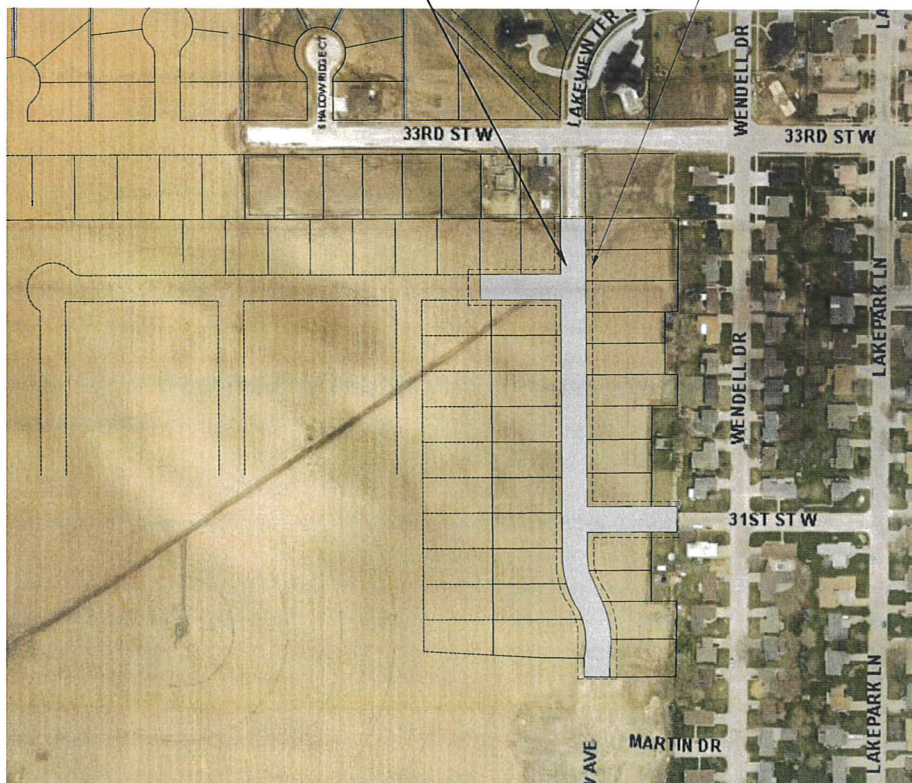
STREET PROJECT

HASTINGS, NEBRASKA

SHEET INDEX	
SHEET #	SHEET TITLE
CVR	COVER
C-1	OVERALL SITE PLAN
C-2	LAKEVIEW PLAN AND PROFILE
C-3	LAKEVIEW PLAN AND PROFILE
C-4	31ST STREET PLAN AND PROFILE
C-5	LEISURE LANE PLAN AND PROFILE
C-6	TYPICAL SECTIONS AND DETAILS
C-7	LAKEVIEW CROSS SECTIONS
C-8	LAKEVIEW CROSS SECTION
C-9	LAKEVIEW AVE., 31ST STREET & LEISURE LANE CROSS SECTIONS
C-10	LAKEVIEW (SOUTH) SANITARY SEWER
C-11	LEISURE LANE AND LAKEVIEW (NORTH) SANITARY SEWER
C-12	LAKEVIEW WATER (SOUTH)
C-13	LAKEVIEW WATER (NORTH)
C-14	LEISURE LANE WATER



PROJECT LOCATION



LOCATION MAP
NO SCALE

SUMMARY OF QUANTITIES

ITEM	DESCRIPTION	QUANTITY	UNITS
SANITARY SEWER EXTENSION			
1	8" PVC PIPE	1181	L.F.
2	48" D.x 5' SAN. SEWER MANHOLE INC. RING, COVER, BASE AND ADJ.	5	EA.
3	ADDITIONAL 48" D. MANHOLE DEPTH	44.93	VERT.FT
4	8" x 4" SERVICE TEE	25	EA.
5	4" PVC GLUE-ON PLUG	25	EA.
6	4" PVC SANITARY SEWER SERVICE	760	L.F.
7	8" PVC GLUE-ON PLUG	1	EA.
WATER SERVICE EXTENSION			
8	8" DIP WATER MAIN PC-350	1254	L.F.
9	8" M.J. GATE VALVE W/BOX	6	EA.
10	6" M.J. GATE VALVE W/BOX	2	EA.
11	8" FOSTER ADAPTOR	10	EA.
12	DUCTILE IRON FITTINGS	1072	LBS
13	6" FIRE HYDRANT (6'-0" BURY)	1	EA.
14	6" FIRE HYDRANT (7'-0" BURY)	2	EA.
15	8"x1" SERVICE SADDLE	25	EA.
16	1" CURB STOP & BOX	25	EA.
17	1" PE SERVICE LINE	681	L.F.
SITE GRADING IMPROVEMENTS			
18	MOBILIZATION	1	L.S.
19	EXCAVATION (EQ*)	4277	C.Y.
20	EMBANKMENT (EQ*)	4277	C.Y.
21	SUBGRADE PREPARATION	6022	S.Y.
22	SILT FENCE	300	L.F.
23	SEEDING	1	AC
*ESTABLISHED QUANTITY			
CONCRETE STREET			
24	MOBILIZATION	1	L.S.
25	CONSTRUCT 6" OF 47B-3500 CONCRETE STREET W/ INTEGRAL CURB	5376	S.Y.
26	CURB INLET SEDIMENT FILTER	2	EA.
27	REMOVE EXISTING CONCRETE HEADER	2	EA.

KNOW WHATS BELOW, CALL BEFORE YOU DIG.

NOTE: SEE PROJECT MANUAL FOR CITY STANDARD WATER AND SEWER DETAILS.

Calling 811 - What can I expect?

- Call 811 from anywhere in the country a few days prior to digging and your call will automatically be routed to your local one call center. Interested in contacting the 811 center online? <http://call811.com> Local one call center accepts online requests. You'll give the operator information about how to contact you, where you are planning to dig and what type of work you will be doing. Your quick conversation with the operator will last a few minutes.
- Utility companies who have potential facilities in the area of your dig site will be notified about your intent to dig.
- Each affected utility company will send a locator to mark the approximate location of your underground utility lines. This typically occurs within 2-3 working days. To access specific information about your state, visit <http://call811.com>



Remember the 811 process

- Notify your local one call center by calling 811 or making an online request 2-3 days before work begins. Be sure to check our <http://call811.com> to find out how far in advance you need to call.
- Wait the required amount of time for affected utility operators to respond to your request.
- Confirm that all affected utility operators have responded to your request and marked underground utilities.
- Respect the marks.
- Dig Carefully around the marks with care.

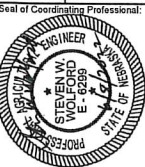
APPROVAL


LEE VROOMAN, P.E.
DIRECTOR OF ENGINEERING / CITY ENGINEER

10-3-22
DATE

WESTBROOK VILLAGE L.L.C.
LAKEVIEW 10TH ADDITION
HASTINGS, NEBRASKA

DESIGN ASSOCIATES
214 E. 1ST ST. HASTINGS, NE 68401 (402) 437-1771 WWW.DESIGNASSOCIATES.COM
800.771.8181
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DWG: 921L-21 COVER
DRAWN: NSW
CHECKED: SNW
REVISIONS
REVISION #1 6-8-22

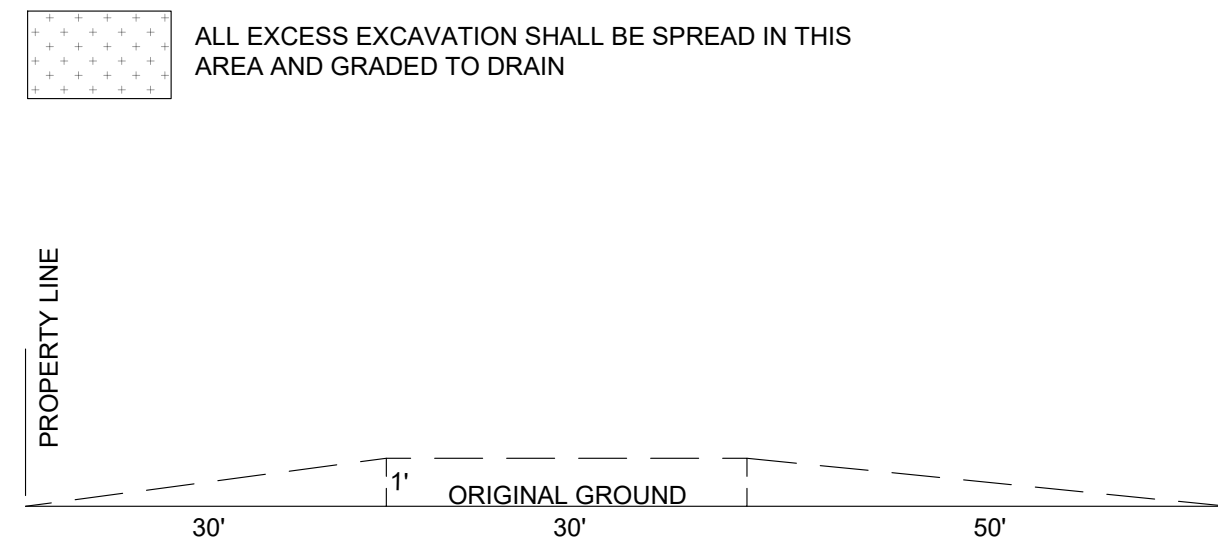
CVR

DATE: FEBRUARY 2022

This bar is one inch long on an original drawing.
If not one inch on this sheet, adjust scales accordingly.

Control Data				
Point #	Description	Northing	Easting	Elevation
6004	CP39	7195.69	6796.52	1943.23
6005	CP38	7345.78	6796.84	1943.68
6033	PCP	6521.58	6742.34	1936.01
6034	PCP	6461.65	6742.64	1935.27
6052	PCP.5	6167.64	6583.45	1933.66
6055	PCP	6124.16	6583.41	1933.15

SUMMARY OF EARTHWORK



TYPICAL SECTION - FILL AREA IN LOTS

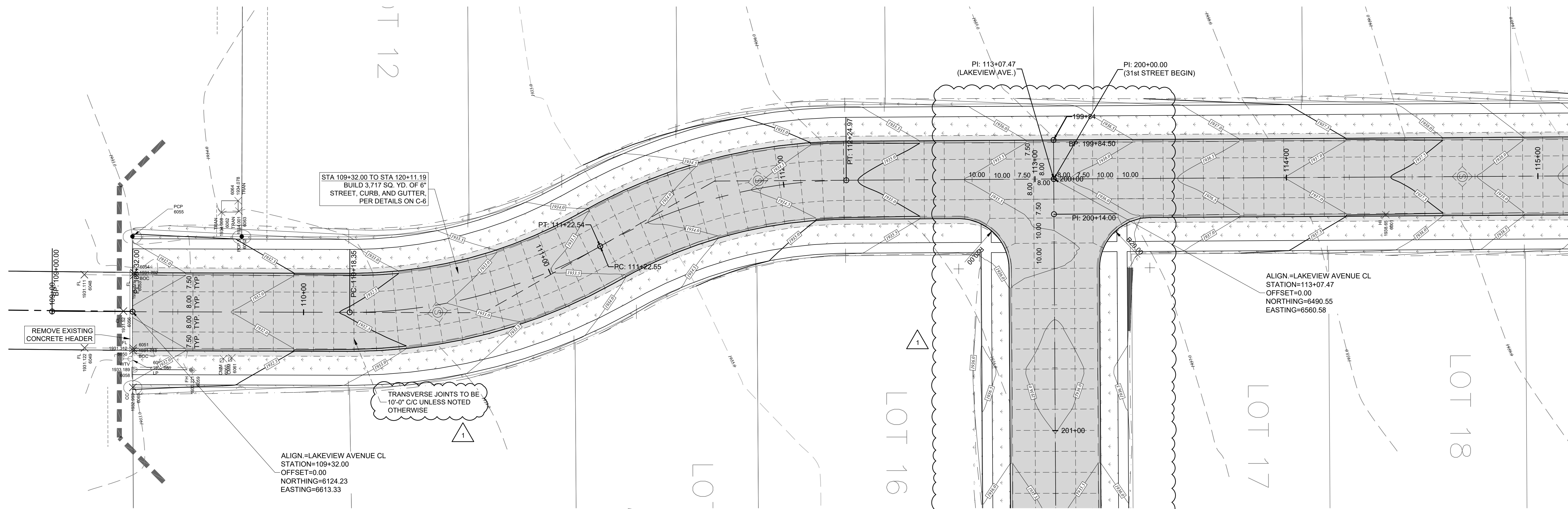
TYPICAL SECTION - BACK LOT DITCH

GENERAL NOTES

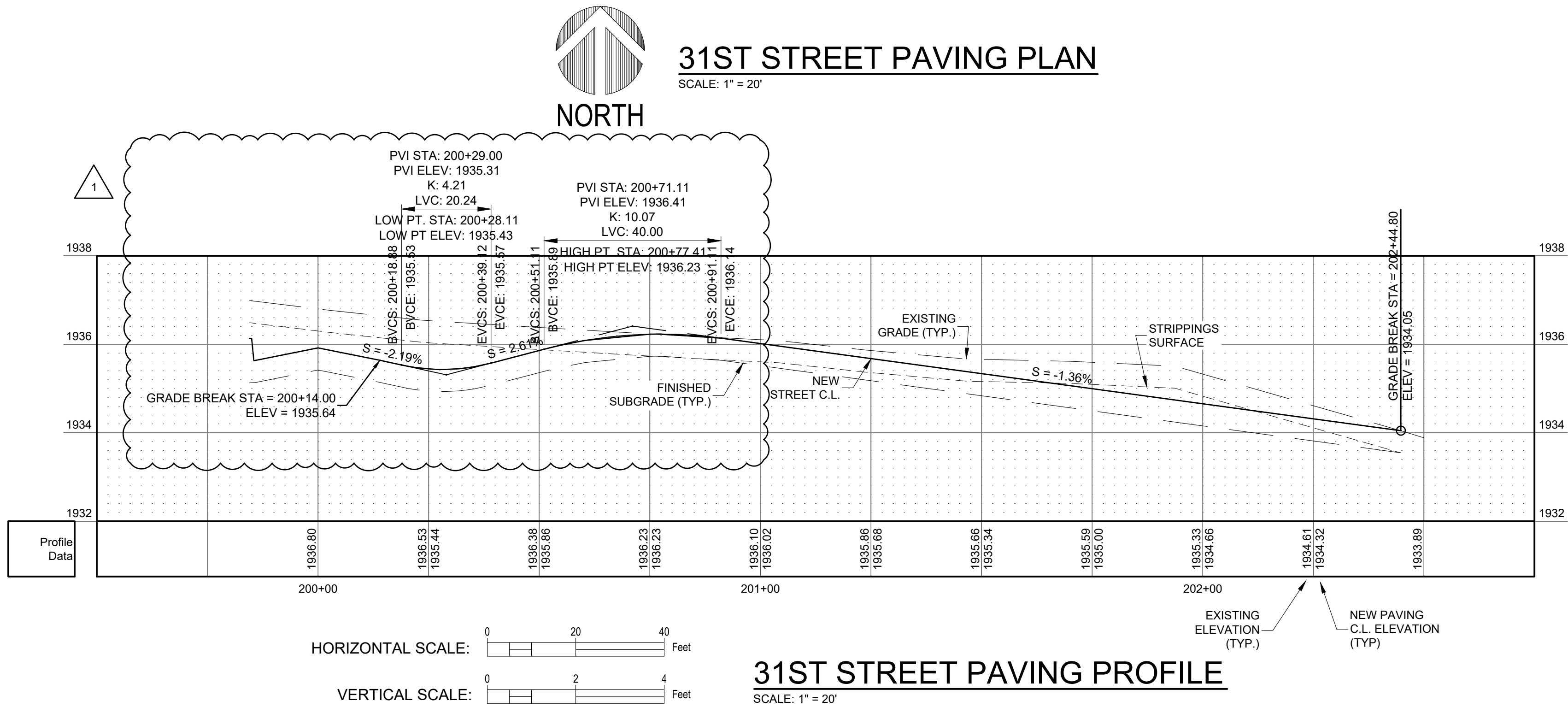
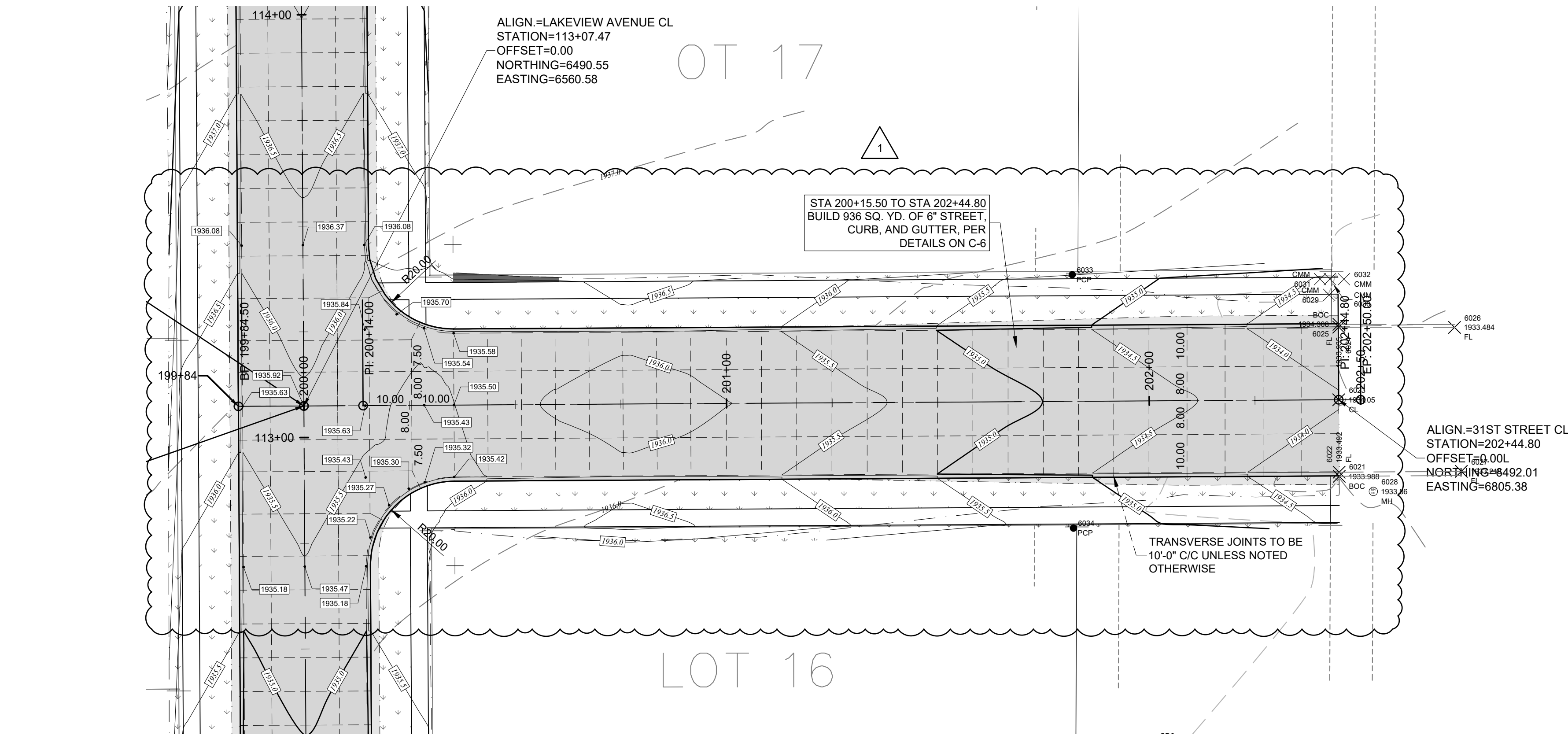
GRADING NOTES

EROSION CONTROL NOTES

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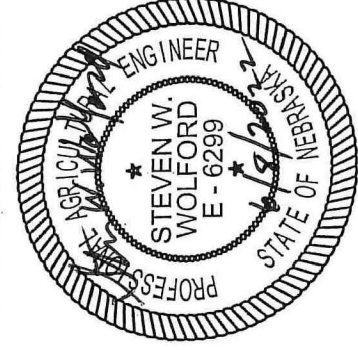
I, Steven W. Wolford, am the
Coordinating Professional on the
Lakeview 10th Addition project.

This bar is one inch long on original drawing.
If not one inch on this sheet, adjust scales accordingly.

WESTBROOK VILLAGE L.L.C.
LAKEVIEW 10TH ADDITION
HASTINGS, NEBRASKA

DESIGN ASSOCIATES
2414 E. 103RD AVENUE, NE, SUITE 100, HASTINGS, NE 68033
2025 W. 2ND ST., HASTINGS, NE 68031 (602.462.3377) WWW.DESIGNASSOCIATES.COM

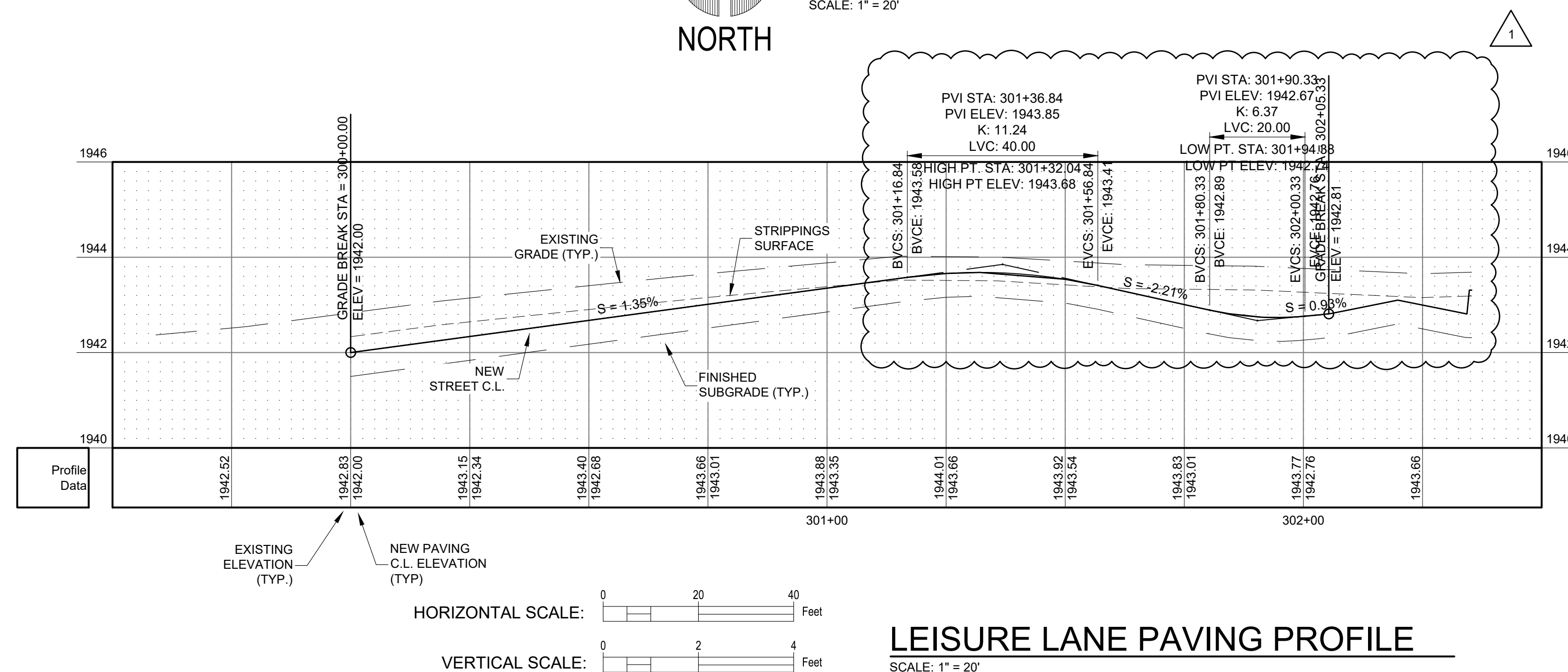
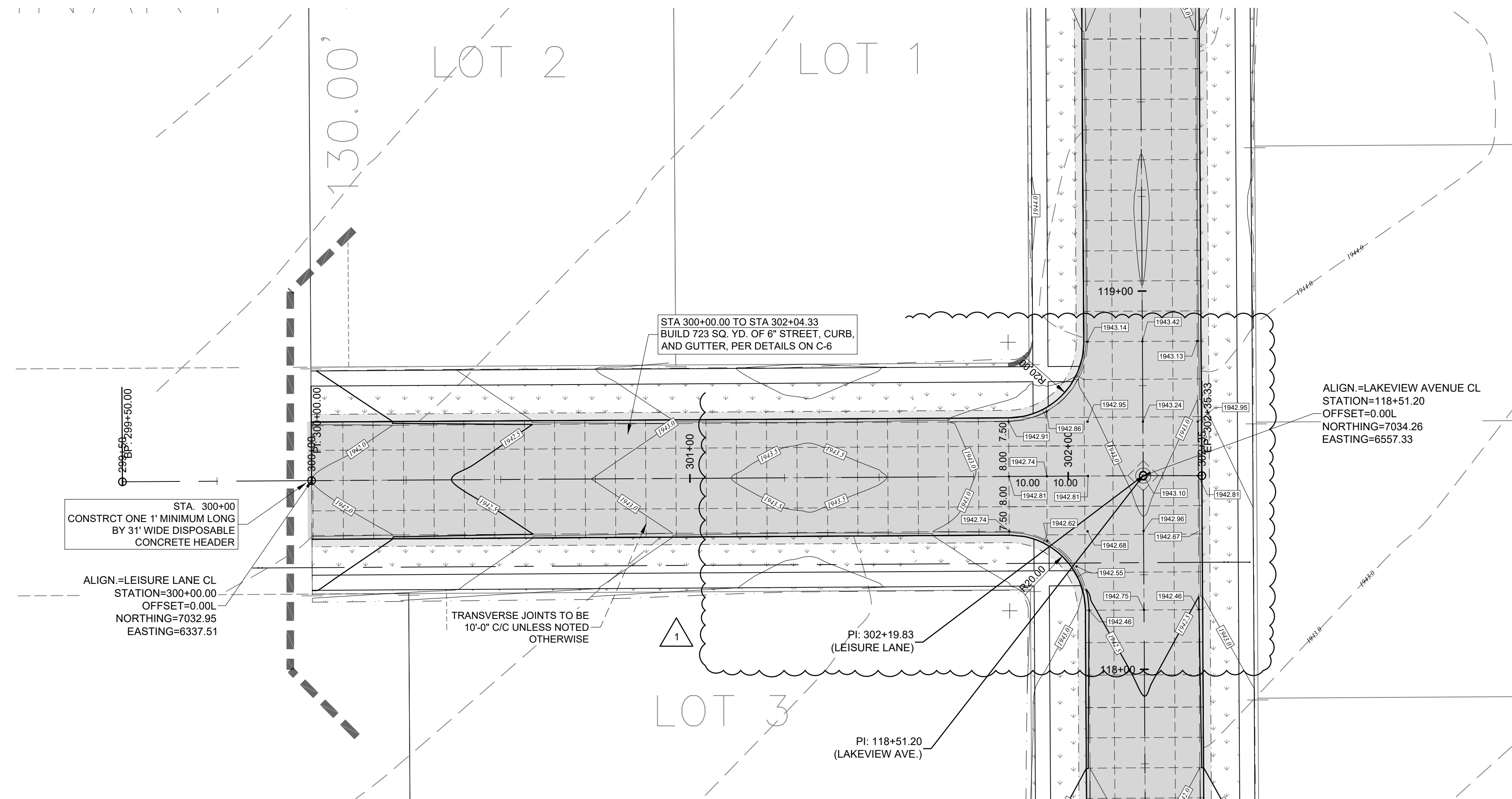
Seal of Coordinating Professional:



DWG: 921L-21 C-1
DRAWN: JMT
CHECKED: SNW
REVISIONS
REVISION #1 6-8-22

C-4

DATE: FEBRUARY 2022

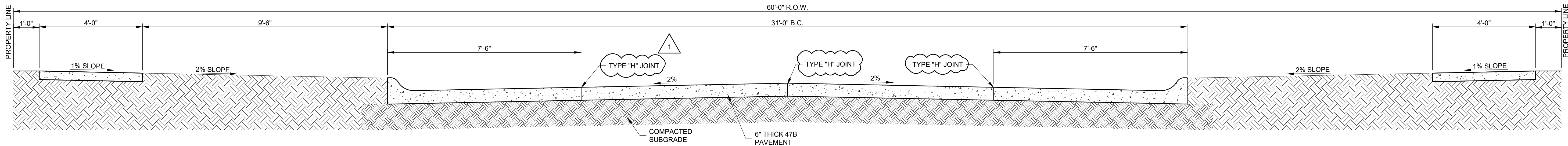


I, Steven W. Wolford, am the Coordinating Professional on the Lakeview 10th Addition project.

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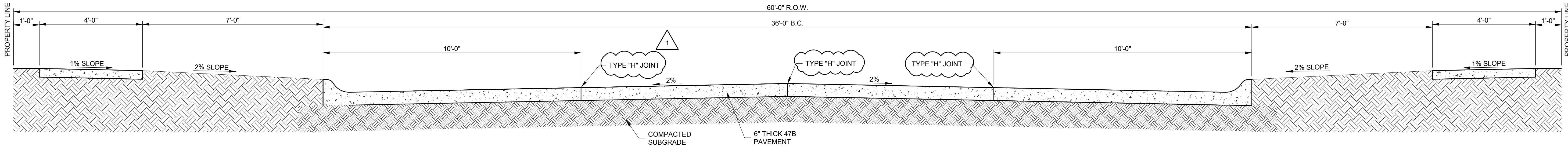
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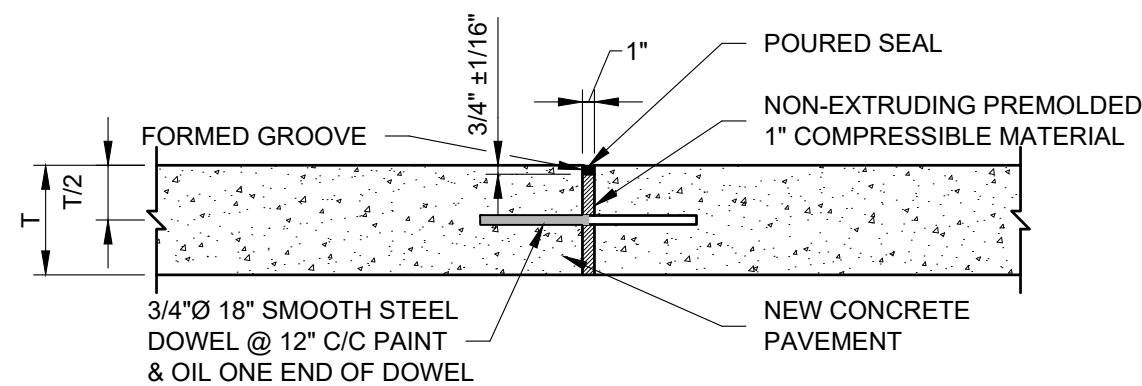
SS-1
SCALE: 1/2" = 1'-0"

TYPICAL 31' PAVING SECTION



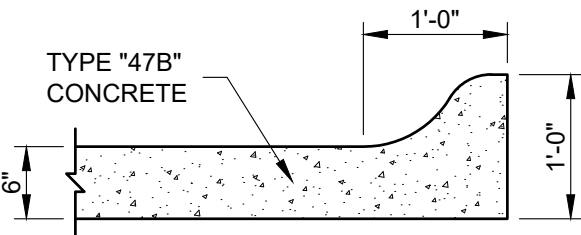
SS-2
SCALE: 1/2" = 1'-0"

TYPICAL 36' PAVING SECTION



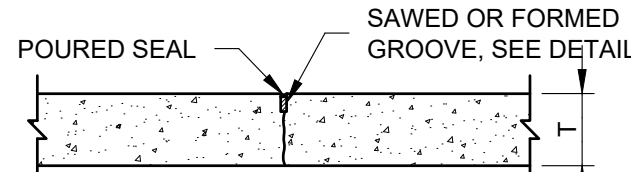
**TYPE "D" DOWELED
EXPANSION JOINT**

SCALE: 3/4" = 1'-0"



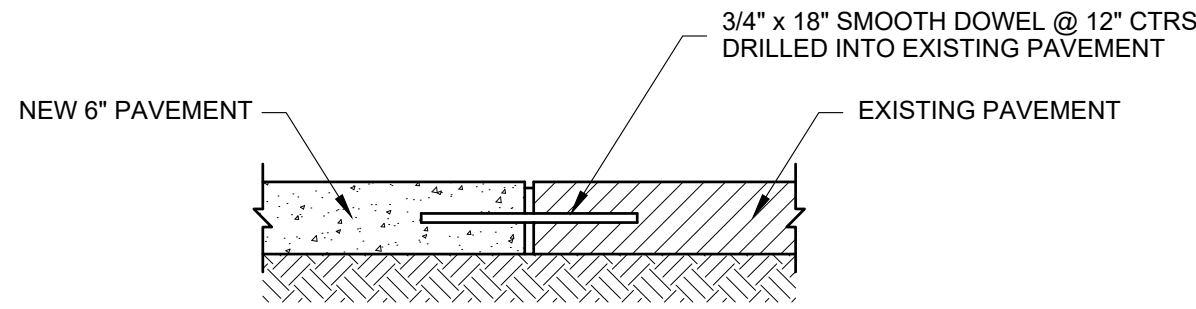
INTEGRAL CURB DETAIL

SCALE: 3/4" = 1'-0"



TYPE "H" DUMMY

SCALE: 3/4" = 1'-0"



**TYPE "F" DOWELED CONSTRUCTION
JOINT**

SCALE: 3/4" = 1'-0"



GRADING NOTES:

1. STRIP ALL AREAS OF VEGETATION THAT ARE TO BE PAVED OR HAVE FILL PLACED ON THEM. STOCK PILE STRIPPINGS FOR TOP DRESSING AS A FINAL FILL.
2. ALL SUBGRADE FOR LOTS SHALL BE COMPACTED TO 90% OF STANDARD PROCTOR.
3. ALL SUBGRADE UNDER PAVEMENT SHALL BE PREPARED AS DESCRIBED ON C-1. SUBGRADE SHALL BE COMPACTED TO 95% OF STANDARD PROCTOR MAXIMUM DENSITY AT A MOISTURE CONTENT OF ±3% OF OPTIMUM MOISTURE.
4. INCLUDED WITH THE GRADING SHALL BE BACKFILLING ALL CURBS AFTER COMPLETION AND FILLING OF LOTS AS GENERAL GRADING ON C-1.
5. THE CONTRACTOR SHALL LOCATE AND PROTECT ALL UTILITIES PRIOR TO BEGINNING WORK.
6. THE CONTRACTOR SHALL LOCATE AND PROTECT ALL PROPERTY PINS AND PAY FOR ANY DAMAGED OR DESTROYED PINS.

CONCRETE NOTES

1. ALL CONCRETE FOR STREET SHALL BE 47B-3500 PER SPECIFICATIONS.
2. USE LIGHT BROOM OR BURLAP FINISH PER CITY REQUIREMENTS.
3. ALL SUBGRADE UNDER CONCRETE SHALL BE COMPACTED TO 95% OF STANDARD PROCTOR DENSITY AT ±3% FROM OPTIMUM MOISTURE.
4. JOINT SEALER SHALL BE HOT POURED JOINT SEALER IN ACCORDANCE WITH ASTM D3405.
5. TYPICAL TRANSVERSE JOINTS SHALL BE SPACED AT 10 FT. CTRS, UNLESS SHOWN OTHERWISE. ADJUST TRANSVERSE JOINTS AT INTERSECTIONS AS SHOWN ON DETAILS. LENGTH DIVIDED BY WIDTH CAN BE NO MORE THAN 1.25 PER ACI

JOINTS:

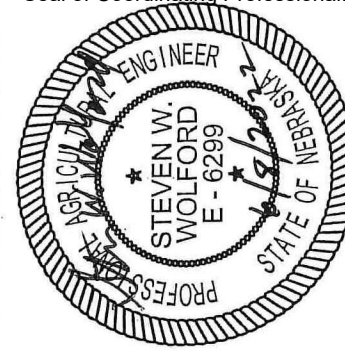
1. USE TYPE 'G' FOR ADJACENT PAVING LANES.
2. USE TYPE 'F' FOR ALL JOINTS TO EXISTING PAVING.
3. PROVIDE TYPE 'F' (WITH BARS SET IN PAVEMENT) WHERE EVER PAVING IS TO BE CONTINUED IN THE FUTURE. PROVIDE REMOVABLE HEADER OF AT LEAST 1' IN LENGTH AND EQUAL IN DEPTH TO THE CONCRETE.
4. USE TYPE 'D' AT LOCATIONS SHOWN ON PLANS.
5. USE TYPE 'H' FOR ALL OTHER JOINTS.
6. ALL JOINTS TO HAVE HOT APPLIED SEALANT PER SPECS.

I, Steven W. Wolford, am the
Coordinating Professional on the
Lakeview 10th Addition project.

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DESIGN ASSOCIATES
2025 W. 2ND ST. HASTINGS, NE 68031 (602.482.2377) WWW.DESIGNASSOCIATES.COM

Seal of Coordinating Professional:



DWG: 921L-21 C-1

DRAWN: NSW

CHECKED: SWW

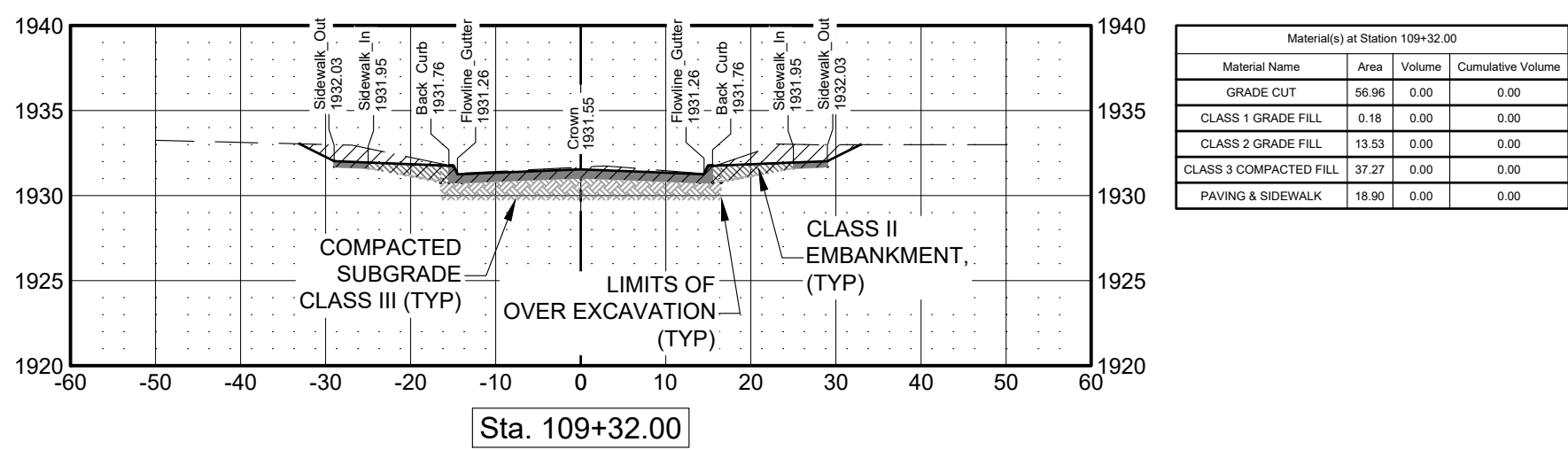
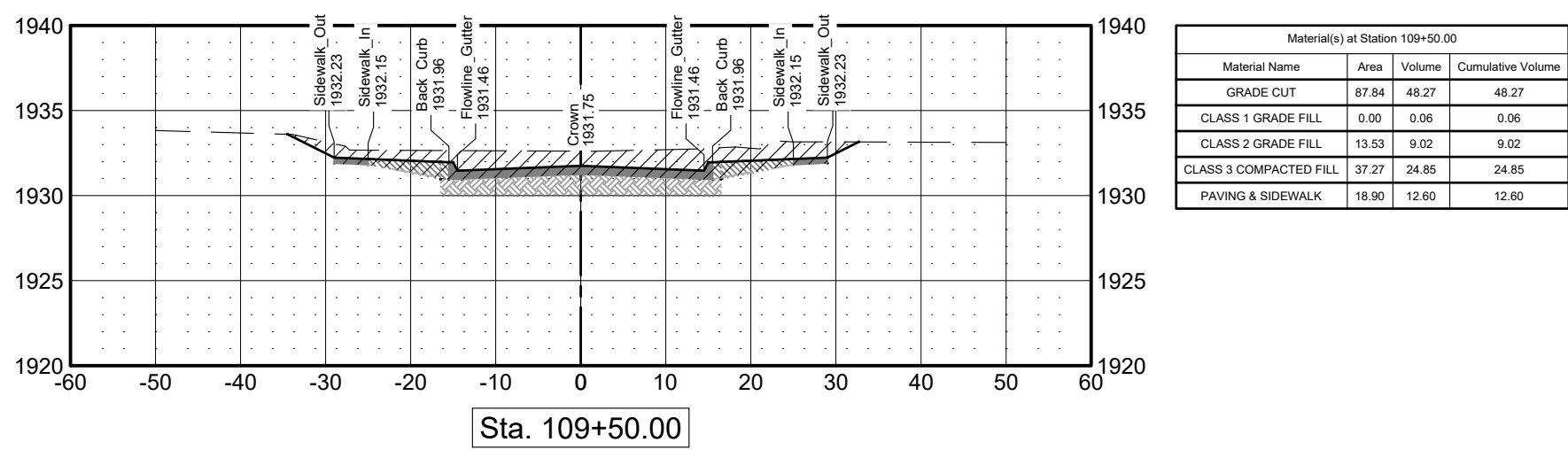
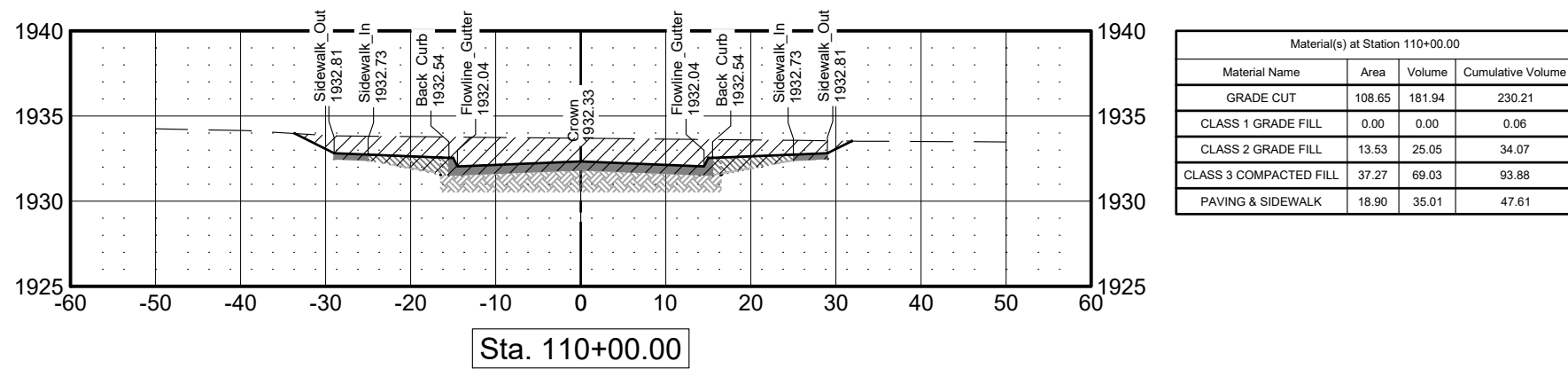
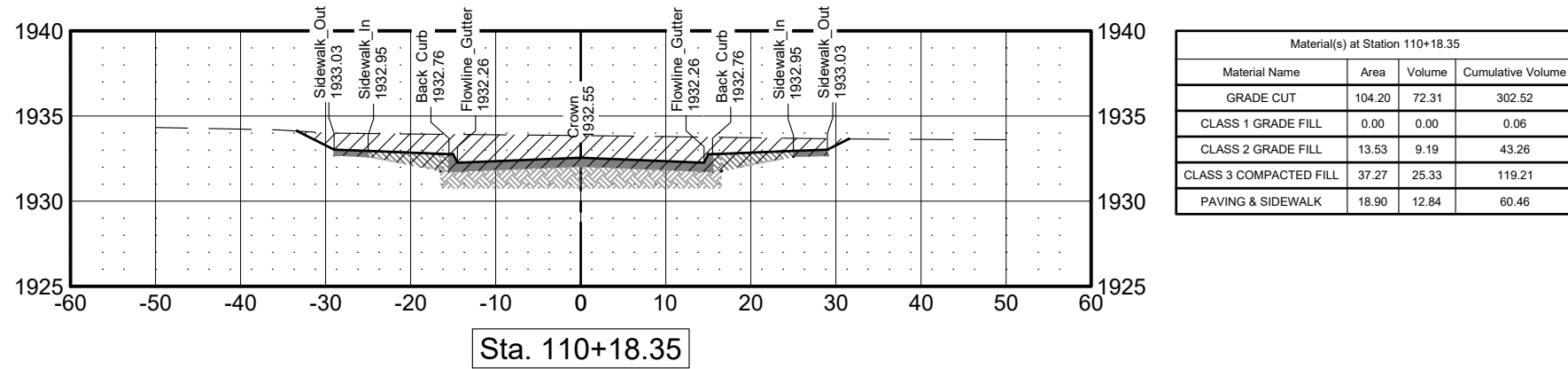
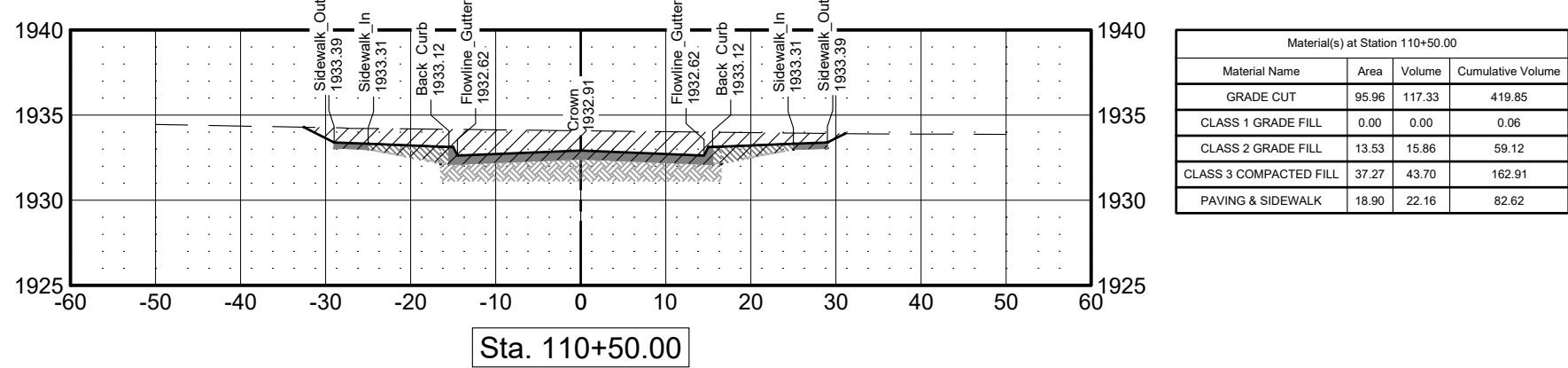
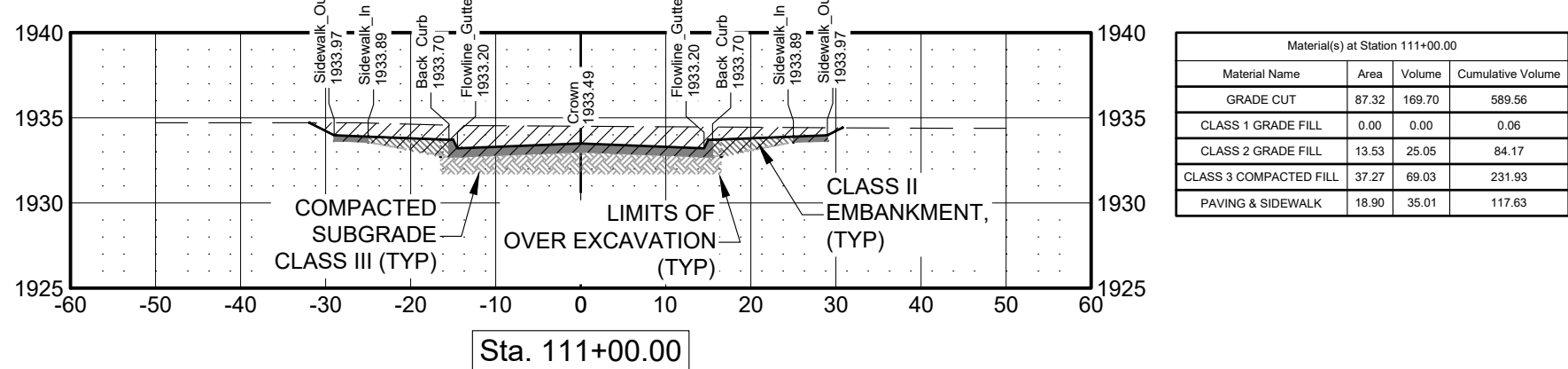
REVISIONS

REVISION #1 6-8-22

C-6

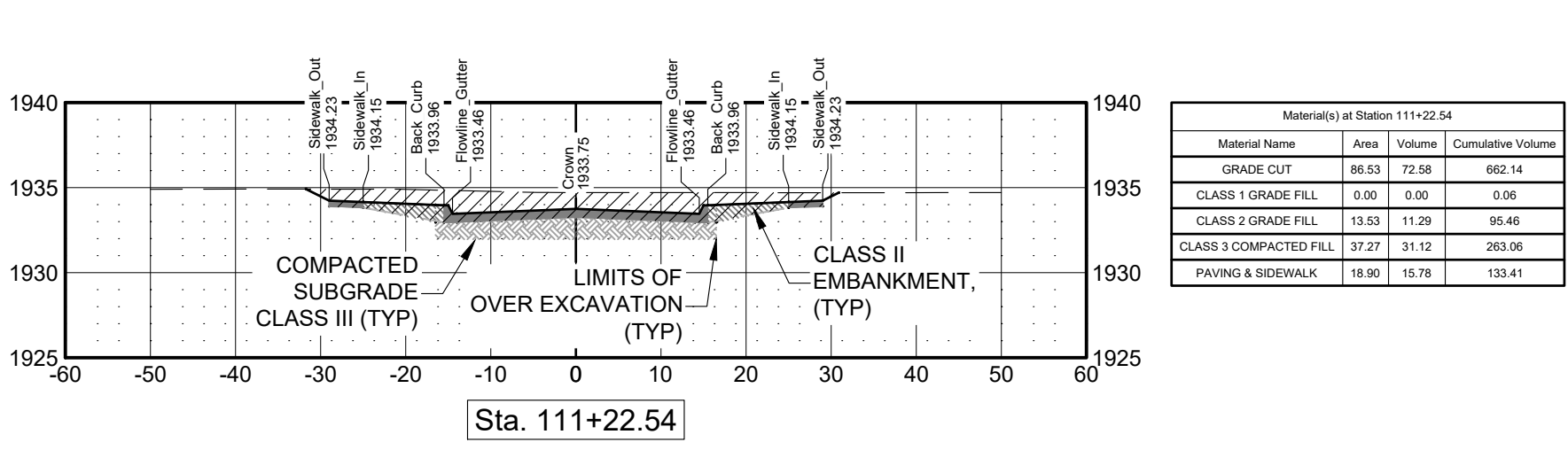
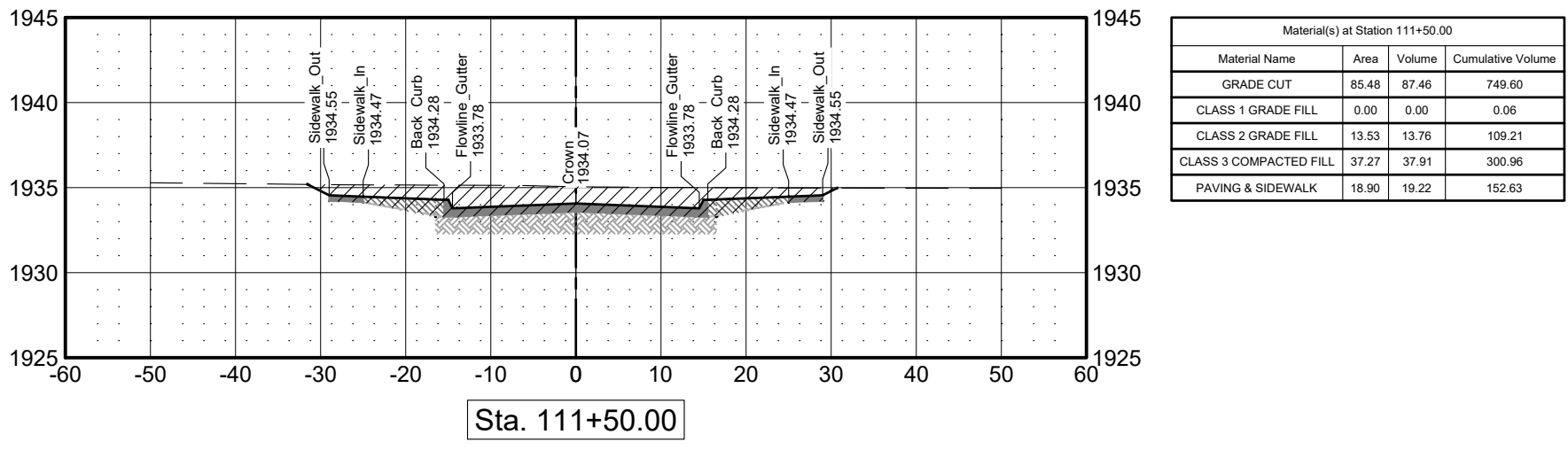
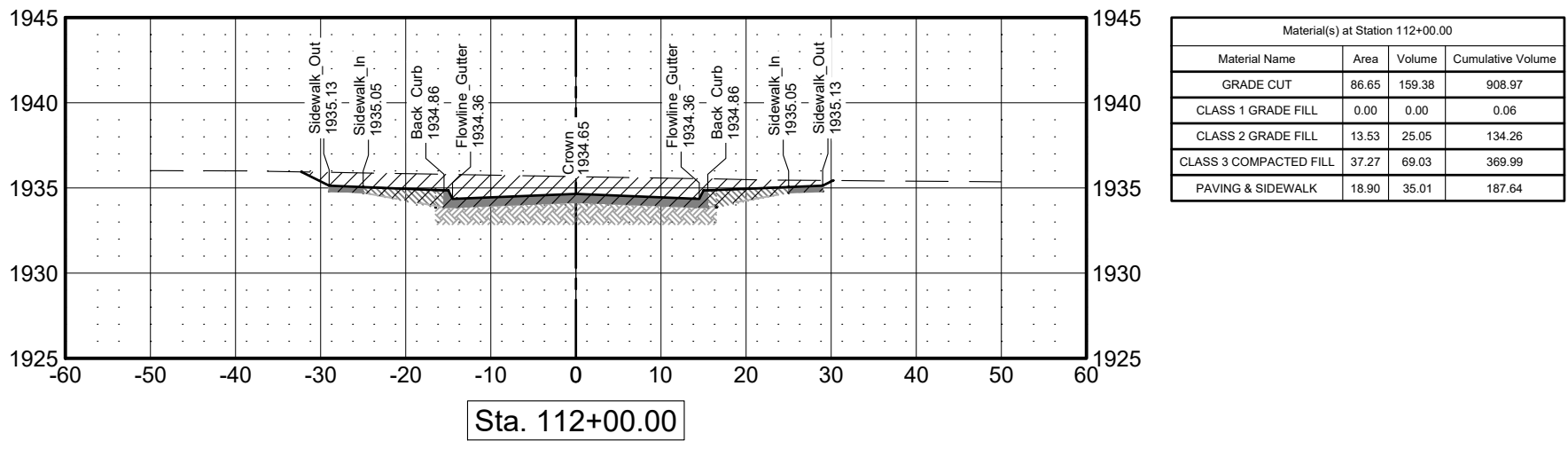
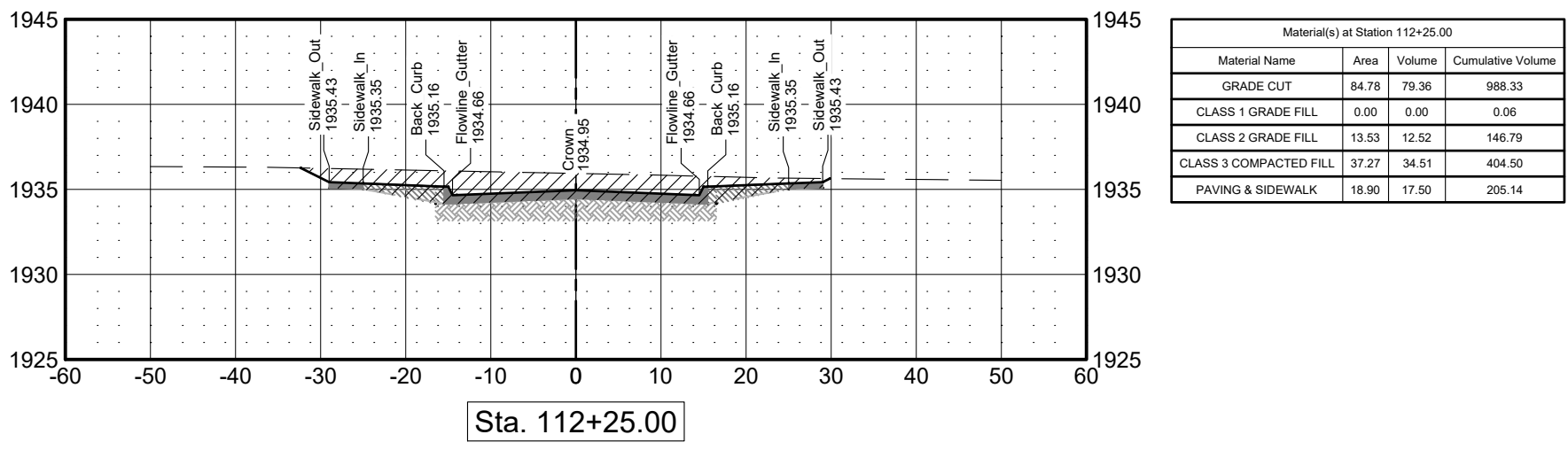
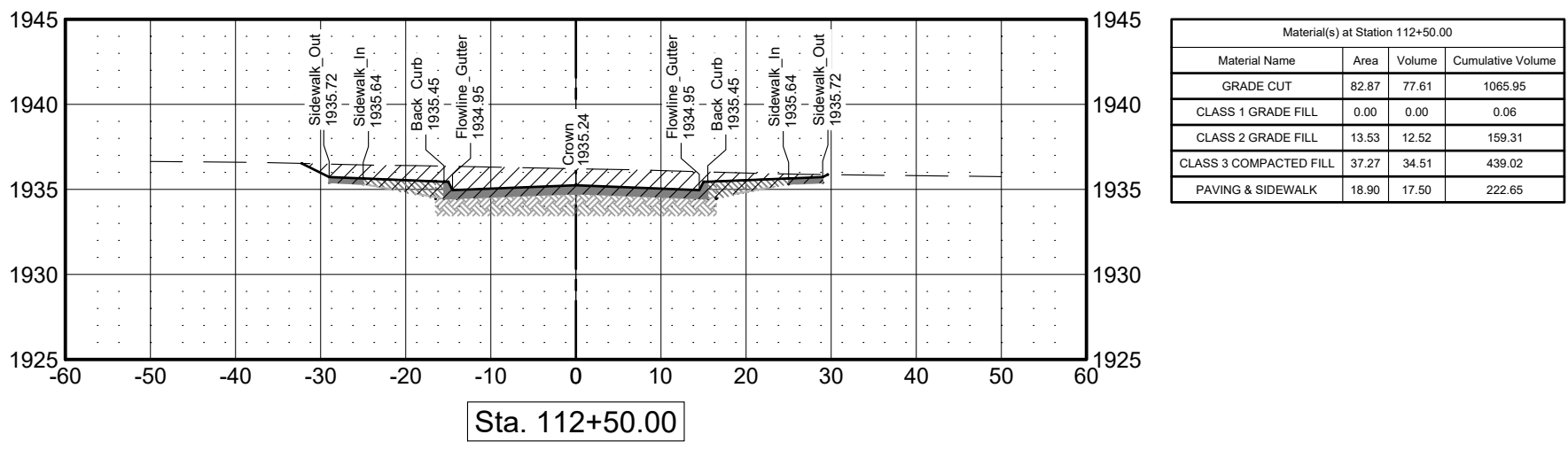
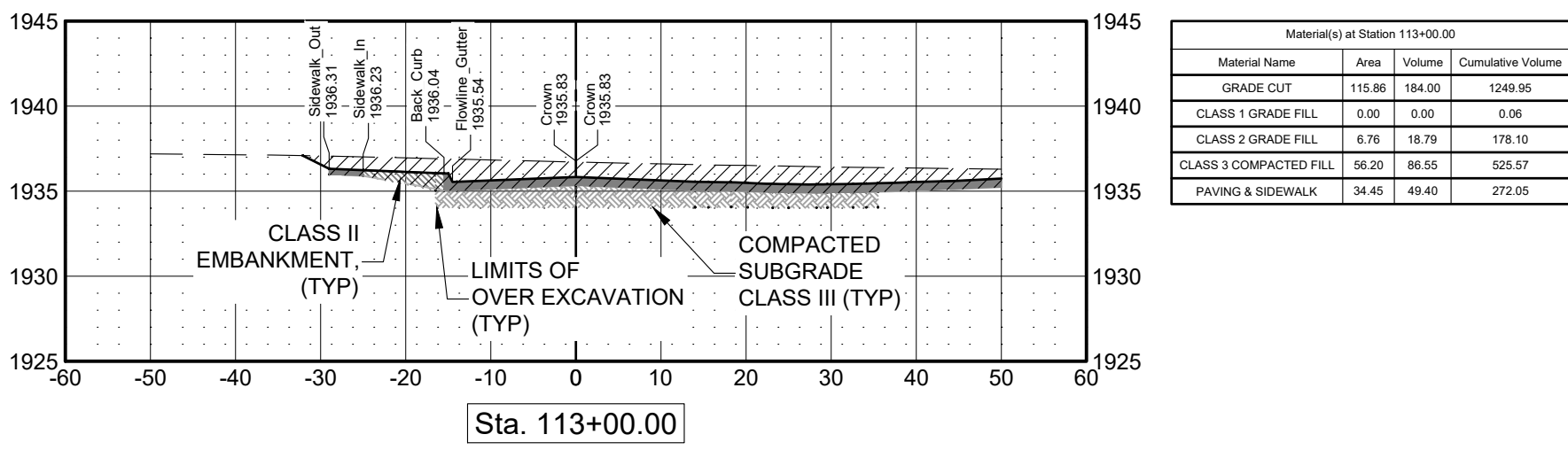
DATE: FEBRUARY 2022

WESTBROOK VILLAGE L.L.C.
LAKEVIEW 10TH ADDITION
HASTINGS, NEBRASKA



LAKEVIEW AVENUE SECTIONS

SCALE: 1" = 20'



CROSS SECTION NOTES

1. THE AREA UNDER THE STREETS, NOTED AS COMPACTED SUBGRADE, SHALL BE EXCAVATED AND COMPACTED AS CLASS III EMBANKMENT AS DESCRIBED IN THE GRADING NOTES ON SHEET C-1.
2. THE AREA OUTSIDE THE PUBLIC RIGHT OF WAY EAST OF LAKEVIEW SHALL HAVE ANY EXCESS EXCAVATED MATERIAL SPREAD ON THE STRIPPED AREA. THIS MATERIAL MAY BE COMPACTED AS CLASS I EMBANKMENT AS DESCRIBED IN DDOT STANDARD SPECIFICATION FOR HIGHWAY CONSTRUCTION.
3. THE STRIPPED MATERIAL SHALL BE SPREAD ON TOP OF THE COMPACTED CLASSIFIED MATERIALS TO THE LINES AND GRADES SHOWN. THIS MATERIAL SHALL ALSO BE EXCAVATED AND COMPACTED AS CLASS I EMBANKMENT AS DESCRIBED IN DDOT STANDARD SPECIFICATION FOR HIGHWAY CONSTRUCTION.
4. THE STRIPPED MATERIAL AND THE CUT MATERIAL ARE QUANTIFIED IN THE TABLES.

SOIL TYPE KEY

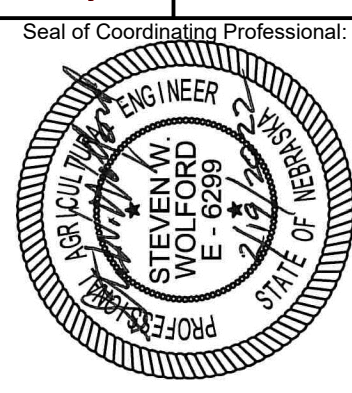
- GRADE CUT → 
- CLASS I GRADE FILL → 
- CLASS II GRADE FILL → 
- CLASS III COMPACTED FILL (SCARIFIED AND COMPACTED) → 

WESTBROOK VILLAGE L.L.C.

LAKEVIEW 10TH ADDITION

HASTINGS, NEBRASKA

DESIGN ASSOCIATES



Seal of Coordinating Professional:

DWG: 921-L-21 C-1
DRAWN: NSW
CHECKED: SWW
REVISIONS

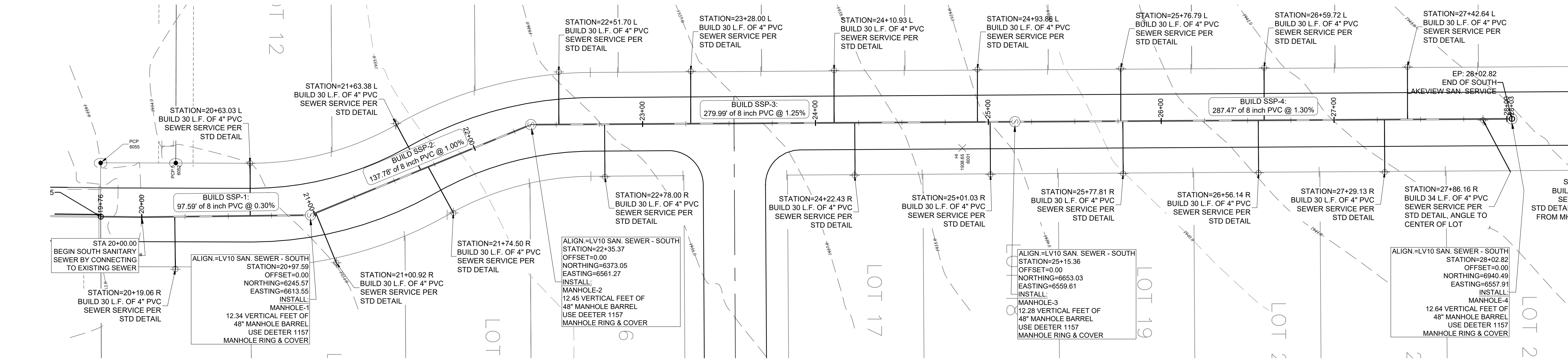
C-7

I, Steven W. Wolford, am the
Coordinating Professional on the
Lakeview 10th Addition project.

This bar is one inch long on original drawing.
If not one inch on this sheet, adjust scales accordingly.

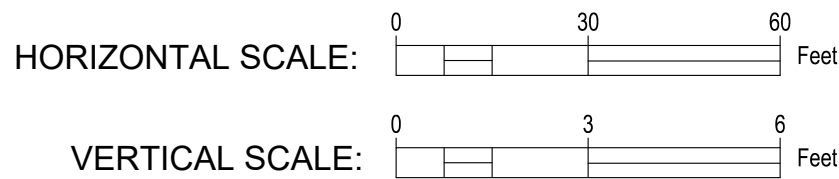
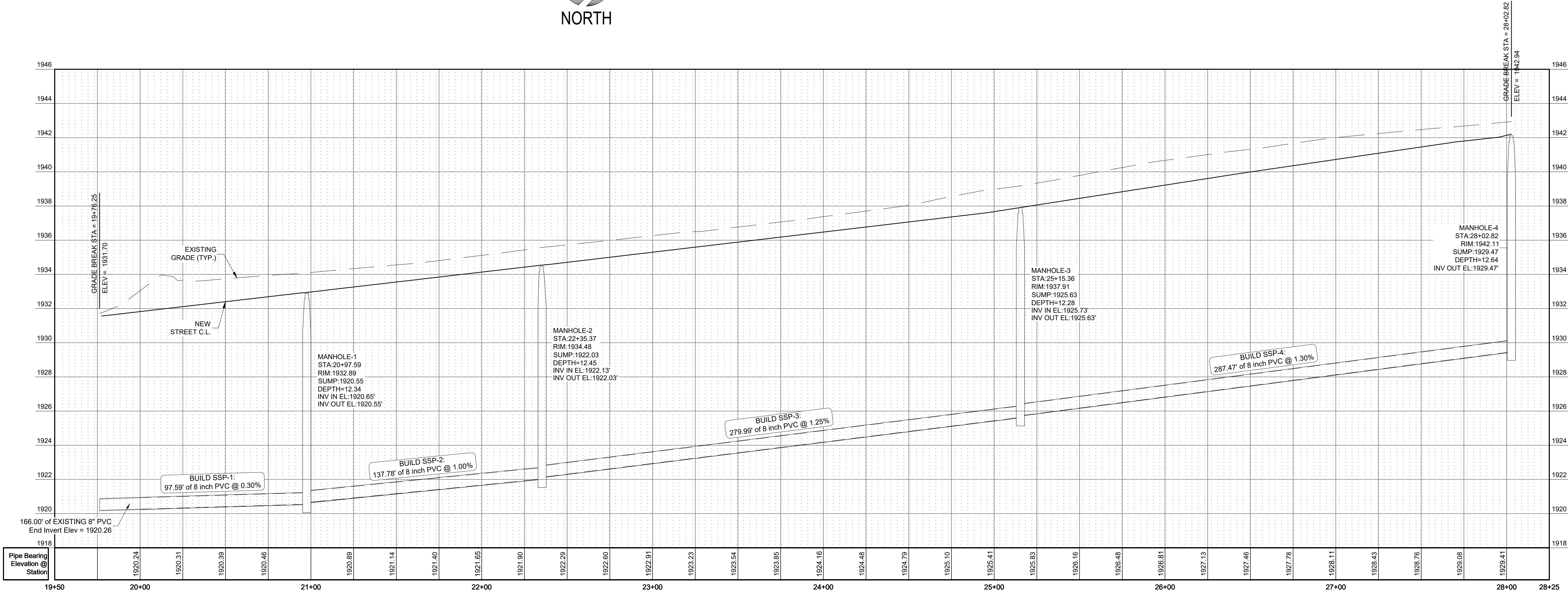
DATE: FEBRUARY 2022

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LAKEVIEW AVENUE SANITARY SEWER PLAN

SCALE: 1" = 30'



LAKEVIEW AVENUE SANITARY SEWER PROFILE

SCALE: 1" = 30'

I, Steven W. Wolford, am the
Coordinating Professional on the
Lakeview 10th Addition project.

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If not one inch on this sheet, adjust scales accordingly.

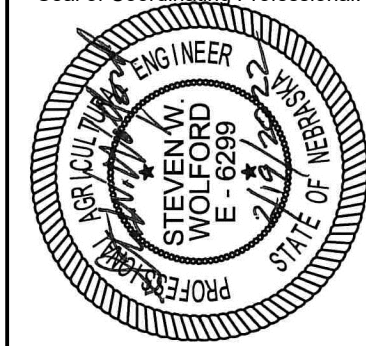
WESTBROOK VILLAGE L.L.C.

LAKEVIEW 10TH ADDITION

HASTINGS, NEBRASKA

DESIGN ASSOCIATES
244 E. 102ND AVENUE, SUITE 100, HASTINGS, NE 68033
2535 W. 2ND ST., HASTINGS, NE 68021 | 402.463.2371 | WWW.DESIGNASSOCIATES.COM

Seal of Coordinating Professional:

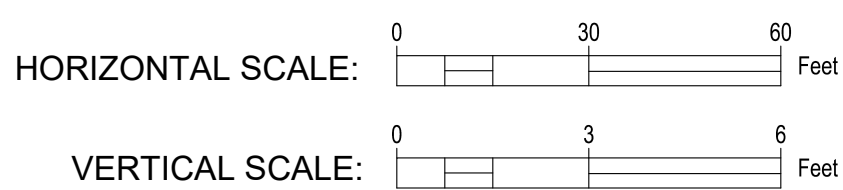
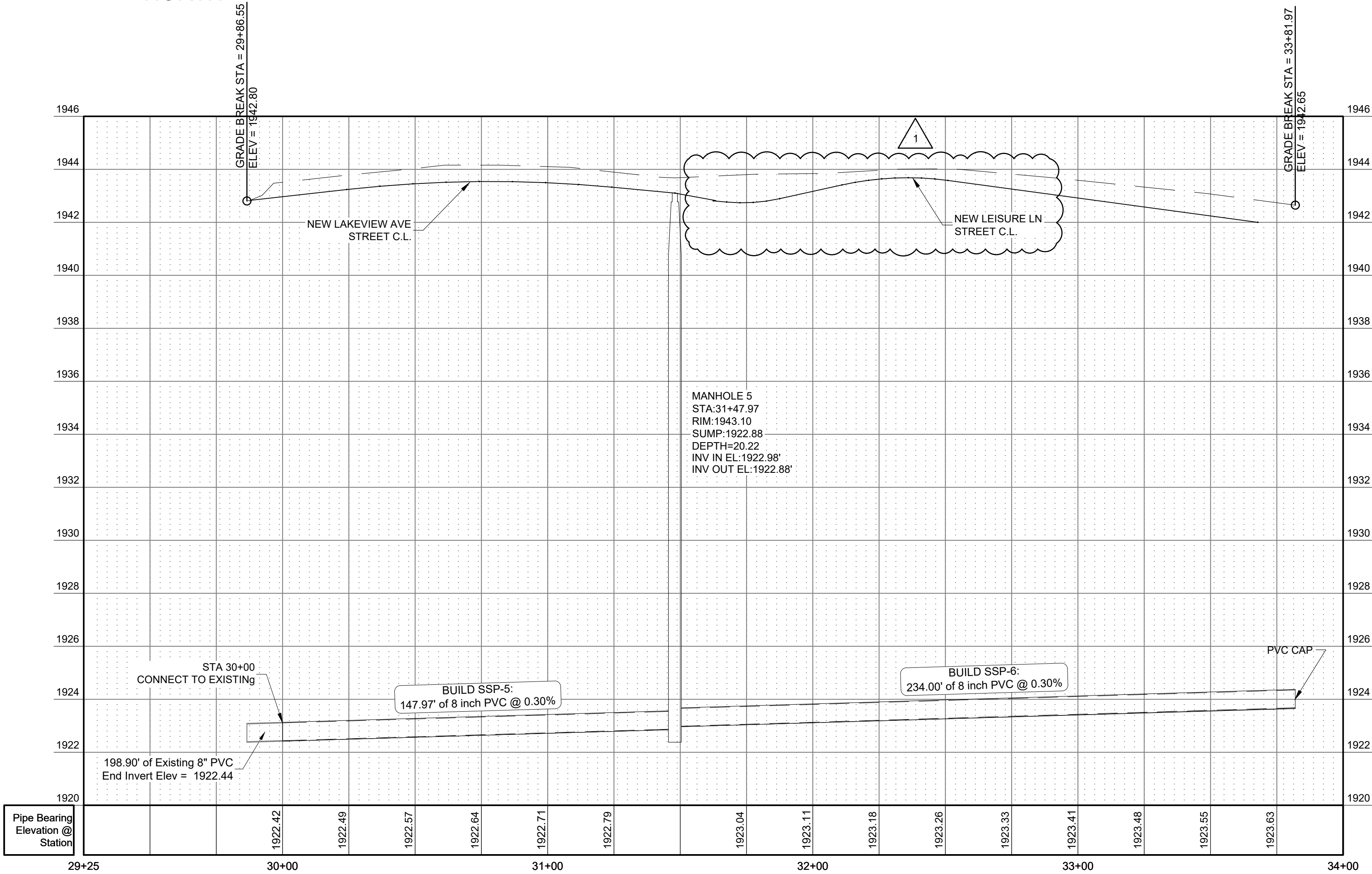
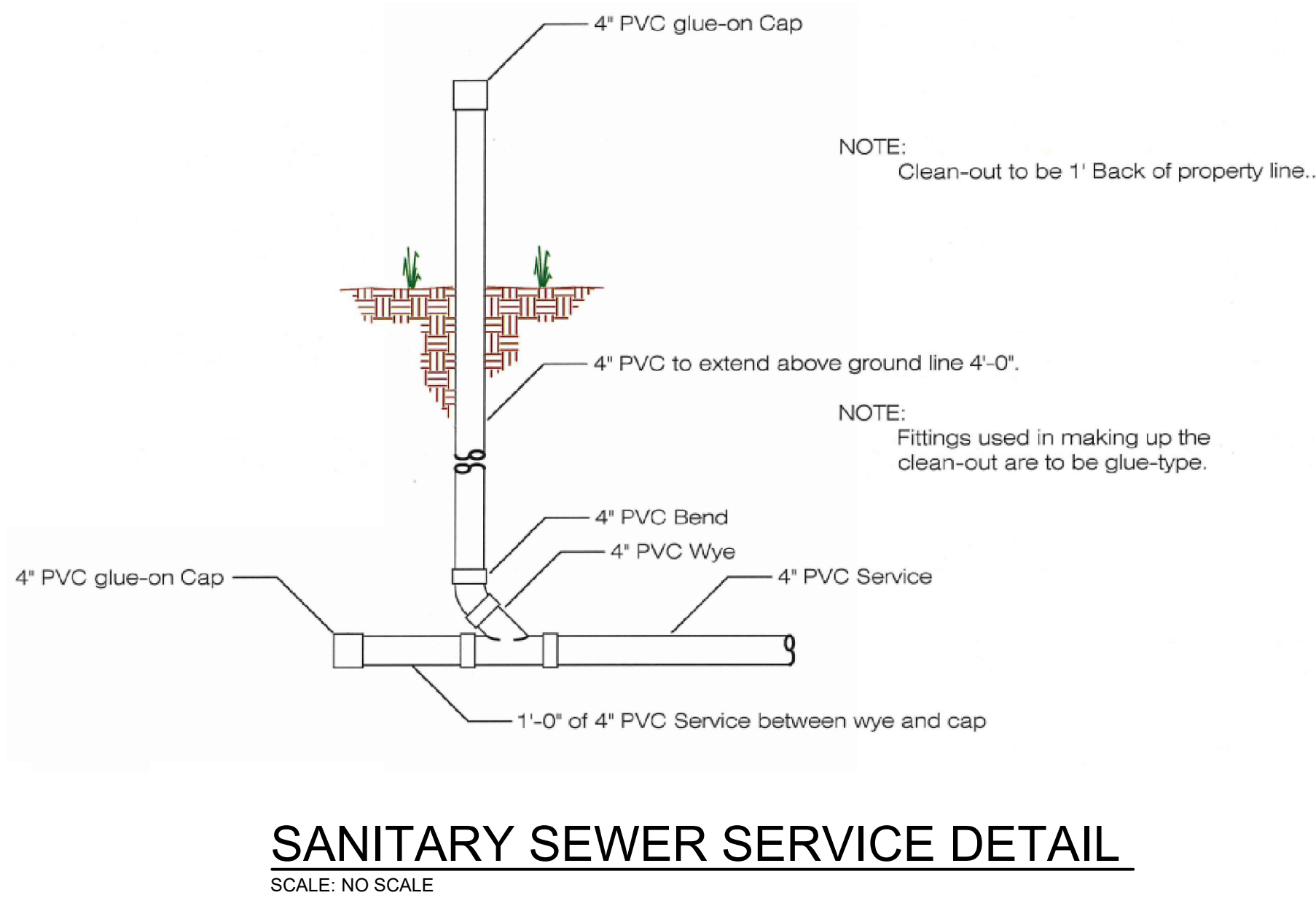
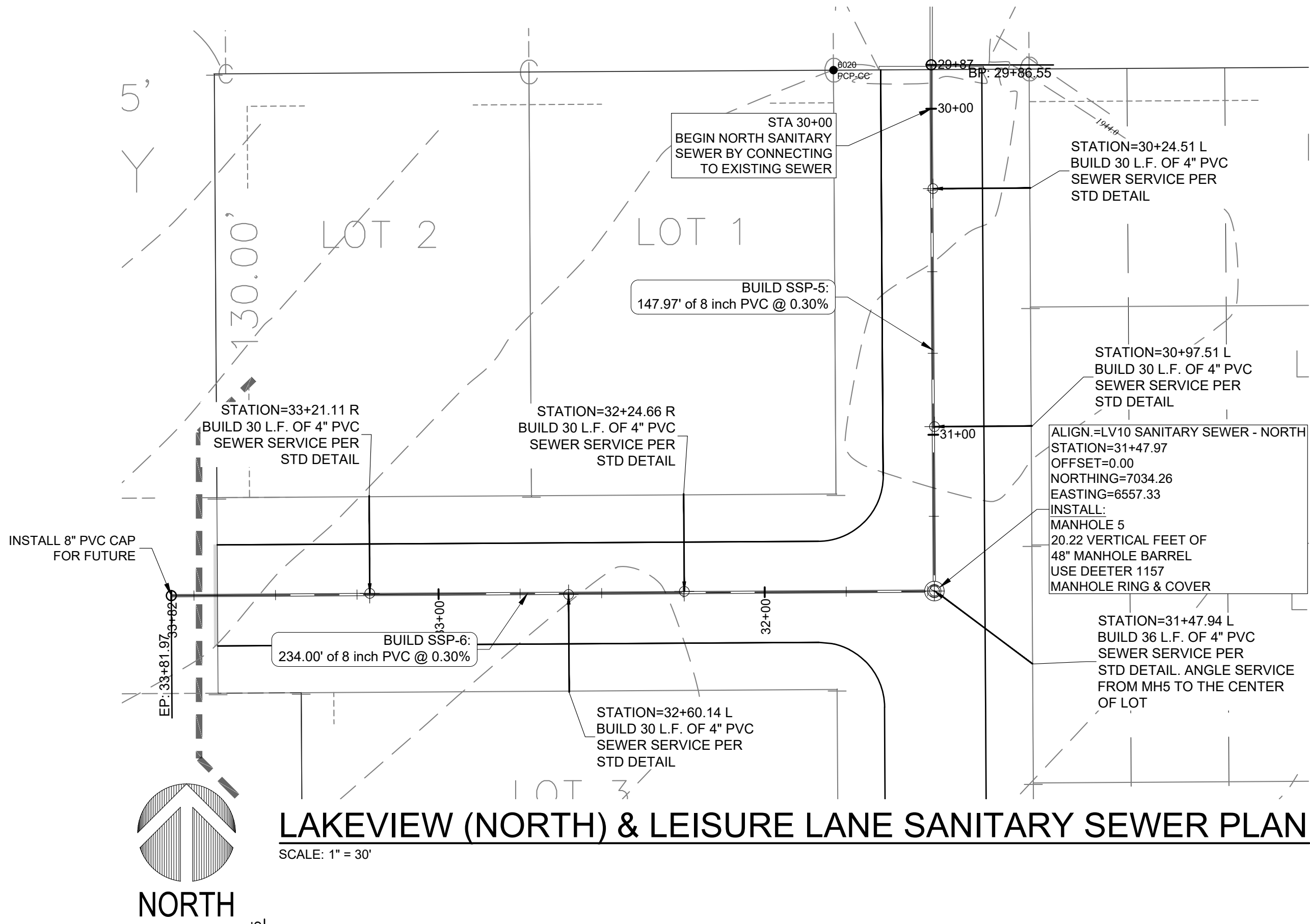


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DRAWN: NSW
CHECKED: SWW
REVISIONS

C-10

DATE: FEBRUARY 2022

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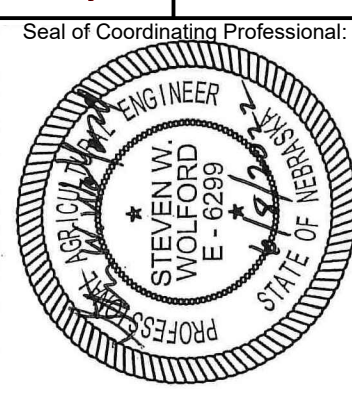
LAKEVIEW AVENUE (NORTH) & LEISURE LANE SANITARY SEWER PROFILE
SCALE: 1" = 30'

I, Steven W. Wolford, am the
Coordinating Professional on the
Lakeview 10th Addition project.

This bar is one inch long on original drawing.
If not one inch on this sheet, adjust scales accordingly.

WESTBROOK VILLAGE L.L.C.
LAKEVIEW 10TH ADDITION
HASTINGS, NEBRASKA

DESIGN ASSOCIATES
2414 E. 103RD AVENUE, NE, SUITE 100, HASTINGS, NE 68033
2025 W. 3RD ST., HASTINGS, NE 68031
www.wdesigns.com
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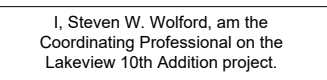
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REVISIONS
REVISION #1 6-8-22

C-11

DATE: FEBRUARY 2022



SCALE: 1" = 30'



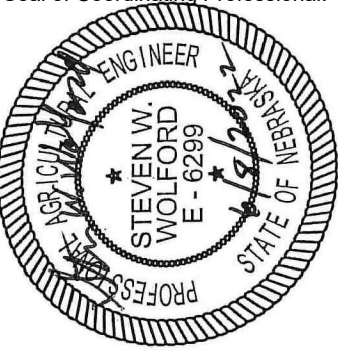
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HASTINGS, NEBRASKA

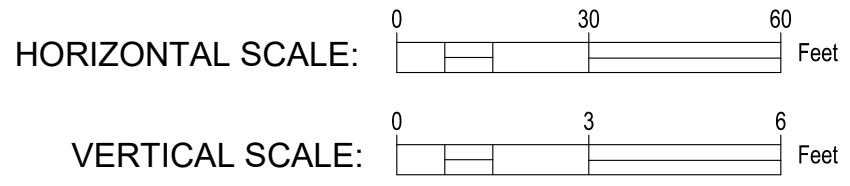
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Seal of Coordinating Professional



REVUE DE LA LITTÉRATURE

DATE: FEBRUARY 2022



I, Steven W. Wolford, am the
Coordinating Professional on the
Lakeview 10th Addition project.

This bar is one inch long on original drawing

if not one inch on this sheet, adjust scales accordingly



Department: Engineering
Staff Contact: Lee Vrooman
Council Meeting Date: 11/28/2022

AGENDA ITEM SUMMARY SHEET

Description of Item:

Ordinance No. 4726 amending City Code Section 15-311 School Zones

Names of People/Business affected by this action:

City of Hastings

Why Council action is required:

Council approval is required

Type of action requested:

Ordinance

Suggested motion:

Motion to approve Ordinance No. 4726 to amend City Code Section 15-311 School Zones

Deadlines associated with action:

Department head comments:

In the existing City Code, St. Cecilia's School Zone included the portion of Kansas Avenue from 5th to 6th Streets that was closed for the addition to the school. Amending Section 15-311 moves the school zone to 6th Street and cleans up this section of the code.

Recommend Approval

City Administrator comments:

ORDINANCE NO. 4726

AN ORDINANCE OF THE CITY OF HASTINGS, NEBRASKA, TO AMEND SECTION 15-311 TO PROVIDE FOR SCHOOL ZONES; 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 Hastings City Code Section 15-311 of the Official City Code be amended to read as follows:

Sec. 15-311. – School Zones.

(1) No person shall drive or operate any vehicle at a rate of speed in excess of 20 miles per hour upon, over or through any street or highway designated hereinafter as the Senior High School or Middle School Zone.

(2) No person shall drive or operate any vehicle at a rate of speed in excess of 15 miles per hour upon, over or through any street or highway designated hereinafter as a School zone other than the Senior High School or Middle School Zone.

(3) The foregoing speed limits shall apply when children are present.

(4) The City Engineer shall post speed limit signs along the public right-of-way at and within the boundaries of the school zones.

(5) The school zones within the City of Hastings are hereby designated as follows:

Alcott Elementary School Zone	
Cedar Avenue	Commencing in the northbound lane 178 feet south of the south curblin of East 3rd Street, and ending in the northbound lane at north curblin of East 4th Street.
Cedar Avenue	Commencing in the southbound lane 120 feet north of the north curblin of East 4th Street, and ending in the southbound lane at south curblin of East 3rd Street.

California Avenue	Commencing in the northbound lane 220 feet south of the south curbline of East 3rd Street, and ending in the northbound lane at north curbline of East 4th Street.
California Avenue	Commencing in the southbound lane 150 feet south of the south curbline of East 5th Street, and ending in the southbound lane at south curbline of East 3rd Street.
East 3rd Street	Commencing in the eastbound lane 94 feet west of the west curbline of North California Avenue, and ending in the eastbound lane at east curbline of North Cedar Avenue.
East 3rd Street	Commencing in the westbound lane 72 feet west of the west curbline of North Delaware Avenue, and ending in the westbound lane at west curbline of North California Avenue.
East 4th Street	Commencing in the eastbound lane 55 feet east of the east curbline of North California Avenue, and ending in the eastbound lane at east curbline of North Cedar Avenue.
East 4th Street	Commencing in the westbound lane 134 feet east of the east curbline of North Cedar Avenue, and ending in the westbound lane at west curbline of North California Avenue.

Hawthorne Elementary School Zone	
Laird Avenue	Commencing in the northbound lane 148 feet south of the south curbline of West 9th Street, and ending in the northbound lane at north curbline of West 11th Street.
Laird Avenue	Commencing in the southbound lane 145 feet north of the north curbline of West 11th Street, and ending in the southbound lane at south curbline of West 9th Street.
Crane Avenue	Commencing in the northbound lane 185 feet south of the south curbline of West 9th Street, and ending in the northbound lane at north curbline of West 11th Street.

Crane Avenue	Commencing in the southbound lane 150 feet north of the north curbline of West 11th Street, and ending in the southbound lane at south curbline of West 9th Street.
West 9th Street	Commencing in the eastbound lane 220 feet west of the west curbline of North Laird Avenue, and ending in the eastbound lane at east curbline of North Crane Avenue.
West 9th Street	Commencing in the westbound lane 227 feet east of the east curbline of North Crane Avenue, and ending in the westbound lane at west curbline of North Laird Avenue.

Lincoln Elementary School Zone	
Franklin Avenue	Commencing in the northbound lane 75 feet south of the south curbline of West F Street, and ending in the northbound lane at north curbline of West E Street.
Franklin Avenue	Commencing in the southbound lane 67 feet south of the south curbline of West E Street, and ending in the southbound lane at south curbline of West F Street.
West E Street	Commencing in the eastbound lane 35 feet west of the west curbline of South New York Avenue, and ending in the eastbound lane at east curbline of Chicago Avenue.
West E Street	Commencing in the westbound lane 92 feet east of the east curbline of Chicago Avenue, and ending in the westbound lane at west curbline of South New York Avenue.

Morton Elementary School Zone	
North Baltimore Avenue	Commencing in the northbound lane 84 feet north of the north curbline of West 7th Street, and ending in the northbound lane at north curbline of West 8th Street.

North Baltimore Avenue	Commencing in the southbound lane 50 feet south of the south curblane of Boyce Street, and ending in the southbound lane at north curblane of West 7th Street.
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St. Cecilia's School Zone	
North Kansas Avenue	Commencing in the northbound lanes at the south curblane of West 6th Street, and ending in the northbound lanes at the south curblane of West 7th Street.
West 6 th Street	Commencing in the eastbound lanes 85 feet east of the east curblane of North Saint Joseph Avenue, and ending in the eastbound lanes at the west curblane of North Kansas Avenue.

Longfellow Elementary School Zone	
West 9th Street	Commencing in the eastbound lane 45 feet east of the east curblane of North Lincoln Avenue, and ending in the eastbound lane at east curblane of North Denver Avenue.
West 9th Street	Commencing in the westbound lane 52 feet west of the west curblane of North St. Joseph Avenue, and ending in the westbound lane at west curblane of North Hastings Avenue.

Senior High School Zone	
West 14th Street	Commencing in the eastbound lanes 145 feet east of the east curblane of North Briggs Avenue, and ending in the eastbound lane at west curblane of North Burlington Avenue.

West 14th Street	Commencing in the westbound lanes 115 feet west of the west curblane of North Burlington Avenue, and ending in the westbound lane at east curblane of North Briggs Avenue.
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Watson Elementary School Zone	
North Crane Avenue	Commencing in the northbound lane 132 feet north of the north curblane of West 14th Street, and ending in the northbound lane at north curblane of West 18th Street.
North Crane Avenue	Commencing in the southbound lane at the north curblane of West 18th Street, and ending in the southbound lane at north curblane of West 14th Street.

St. Michael's Elementary School Zone	
7th Street	Commencing at the eastern edge of the Oakmont Avenue right-of-way, to the west edge of the Glenwood Avenue right-of-way. This shall include both eastbound and westbound lanes of traffic.
Creighton Avenue	Commencing at the north edge of the 7th Street right-of-way, to south edge of the Paradise Drive right-of-way. This shall include both northbound and southbound lanes of traffic.

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

SECTION 3. This ordinance shall take effect and be in full force from and after its passage, approval and pamphlet form.

PASSED AND APPROVED by the Mayor and City Council of the City of Hastings, Nebraska, this _____ day of _____, 2022.

Corey Stutte, Mayor

ATTEST:

Kimberly S. Jacobitz, City Clerk

(SEAL)

APPROVED AS TO FORM

Clint Schukei, City Attorney

Department: City Attorney
Staff Contact:
Council Meeting Date: 11/28/2022

AGENDA ITEM SUMMARY SHEET

Description of Item:

This unused parcel of land adjoins other property owned by Mr. Bostock that surrounds it. The City has no use for the property. Mr. Bostock will pay \$250.00 for the property in exchange for a quit claim deed. There is no survey being completed or title insurance being acquired as part of the transaction. Mr. Bostock can acquire those at his expense if he desires.

Names of People/Business affected by this action:

City of Hastings, Clint A. Bostock

Why Council action is required:

Nebraska Statutes require the sale of real estate by a city to be accomplished by the adoption of a sales ordinance and an opportunity for remonstrance to occur.

Type of action requested:

Ordinance

Suggested motion:

Motion to approve Ordinance No. 4727 conveying ownership of property commonly referred to as Well 20 to Clint A. Bostock for \$250.00. If successful on first reading move to suspend the rules and approve Ordinance 4727 on second and third reading.

Deadlines associated with action:

Department head comments:

City Administrator comments:

ORDINANCE NO. 4727

AN ORDINANCE OF THE CITY OF HASTINGS, NEBRASKA, TO AUTHORIZE THE SALE OF CITY PROPERTY; TO PROVIDE THE TERMS OF SALE AND AUTHORIZE THE MAYOR TO EXECUTE AND DELIVER A QUIT CLAIM DEED TO THE PROPERTY; TO PROVIDE FOR A REMONSTRANCE TO SAID SALE AS PROVIDED BY LAW; 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 CITY COUNCIL OF THE CITY OF HASTINGS, NEBRASKA AS FOLLOWS:

Section 1. That the following described real property owned by the City of Hastings, Nebraska, to wit:

A tract of land located in the Northeast Quarter (NE ¼) of Section Twenty-Six (26), Township Seven (7) North, Range Nine (9) West of the 6th P.M., Adams County, Nebraska, described as follows:

Commencing at the Northeast corner of said Section 26; thence S00°00'00"W on the East Line of the Northeast Quarter (NE ¼) of Section 26 a distance of 2,064.50 feet; thence N89°54'10"W along the centerline of an existing road, a distance of 272.81 feet to a point on a tract of land recorded in Deed 20053714 in the Adams County Courthouse, this being the Point of Beginning; thence S00°01'47"E on a Line of said tract a distance of 85.00 feet; thence S89°54'10"W on a Line of said tract a distance of 82.00 feet; thence N00°01'47"W on a Line of said tract a distance of 85.00 feet; thence N89°54'11"E a distance of 82.00 feet to the point of beginning.

is hereby authorized sold to Clint A. Bostock, for the sum of \$250.00.

Section 2. That the Mayor is hereby empowered to execute and deliver a Quit Claim Deed to the above described real property to Clint A. Bostock.

Section 3. That such deed delivery shall not occur for a minimum period of thirty (30) days from the passage and publication date of this Ordinance so as to allow for the remonstrance to said sale by citizens of the City, by filing, in writing, a remonstrance to said sale signed by legal electors of the City equal in number to thirty percent (30%) of the electors of the City

voting at the last regular municipal election held by the City, with the governing body of the City. If said remonstrance is filed and certified as legally sufficient by the City Clerk, the above property shall not then, nor within one (1) year thereafter, be sold.

Section 4. That this ordinance shall take effect and be in full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

PASSED AND APPROVED this 28th day of November, 2022.

ATTEST:

Corey Stutte, Mayor

Kimberly S. Jacobitz, City Clerk

(S E A L)

Approved as to form: _____

Clint Schukei, City Attorney



REQUEST FOR PUBLIC COMMENT ON COUNCIL AGENDA

Citizens wishing to address the Council during the "Public Comments" item on the Agenda must contact the City Clerk no later than seven days prior to the scheduled commencement of the meeting. Individuals will be allowed up to five (5) minutes to speak. Any handouts or videos must be submitted no later than two work days prior to the meeting. Individuals are to state the topic to be addressed and will be required to comment only on that topic. The Mayor will time all individuals to ensure they adhere to these time limits. Please be advised that if your request would include requested action by the Mayor and City Council, that it would be considered as a possible agenda item at a subsequent Council meeting.

NAME: Scott Pauley

EMAIL ADDRESS: spauley@hastingslaw.com

ADDRESS: P. O. Box 315, Hastings, NE 68902-0315

PHONE: 402-462-5187

DESCRIPTION OF REQUESTED TOPIC:

Contract with Heartland Pet Connection

eSigned via SeamllessDocs.com
Scott D. Pauley
Key: b45b0deb9185d0940b696a5711b739f

Signature

10/21/2022

Date of Request

PAGE 2: ADMINISTRATIVE POLICY: PUBLIC COMMENTS AT CITY COUNCIL MEETINGS



Joe Patterson
City Administrator

March 27, 2006

ADMINISTRATIVE POLICY: PUBLIC COMMENTS AT CITY COUNCIL MEETINGS

The City of Hastings wishes to establish a formal policy and procedure for citizens to utilize in order to communicate with the Mayor and City Council at regularly scheduled City Council Meetings.

Currently individuals are allowed to address the Mayor and Council on items that are on the Agenda that are not part of a Public Hearing.

This new policy would govern when and for how long citizens could address the City Council on items that are not on the meeting Agenda for action.

Citizens wishing to address the Council during the "Public Comments" item on the Agenda must contact the City Clerk no later than seven days prior to the scheduled commencement of the meeting. Individuals will be allowed up to five (5) minutes to speak. Any handouts or videos must be submitted no later than two work days prior to the meeting. Individuals are to state the topic to be addressed and will be required to comment only on that topic. The Mayor will time all individuals to ensure they adhere to these time limits.

Public comments on items that are added to the Agenda will be scheduled only on the first Council Meeting of each month.

Citizen comments on items that are not part of the business of the Agenda will be placed on the Council Agenda just prior to adjournment.

Individuals addressing the Council must refrain from vulgar or offensive conduct.

Effective:

This policy shall be effective March 27, 2006.


Joe Patterson, City Administrator

Phone (402) 461-2318 • Fax (402) 461-2323

E-mail: jpatterson@cityofhastings.org

220 North Hastings Avenue • P.O. Box 1085 • Hastings, Nebraska 68902