HASTINGS CITY COUNCIL
AGENDA

Council Chambers – City Hall
220 North Hastings Avenue
February 13, 2023
5:30 PM

ROLL CALL:

PLEDGE OF ALLEGIANCE:

MOTION TO ADOPT CURRENT AGENDA for February 13, 2023 Regular Meeting.

PUBLIC NOTICE - Official Notice of the Regular Meeting was published in the Hastings Tribune on Friday, February 10, 2023. Pursuant to Nebraska Revised Statute Section 84-1412, the public is advised that a copy of today's agenda and all reproducible written material which will be discussed at today's meeting is located at the back of the Council Chambers. Also, a current copy of the Nebraska Open Meetings Act is posted on the south wall of the Council Chambers which is accessible to members of the public.

COUNCIL COMMUNICATION:

Reports of Liaisons.

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

MAYOR'S COMMUNICATIONS:

Service Anniversaries

CONSENT AGENDA:

1. All Consent Items.

(a) Approval of the minutes of the Council Meeting of January 23, 2023

(b) Approval of the minutes of the Special Council Meeting of January 17, 2023

(c) Approval of the minutes of the Worksession of January 17, 2023

(d) Approval of claims and payroll except the claim of Eldon's Automotive Repair

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

(f) Approval of the renewal of May 1, 2023 - April 30, 2024 Liquor License Applications for the following: **Class "B"** Off Sale Beer - Thomsen Oil Co., Family Dollar, Inc.; **Class "D"** Off Sale Beer, Wine, Sprits - Bosselman Pump & Pantry, Inc., Boys 3 MCP, Inc., Casey's Retail Company (3), CF Altitude, LLC, Cooperative Producers, Inc. (2), GNS Corporation (2), Hoff Brothers, Inc. (4), L.C.S., Inc., Walmart, Inc., Walgreen Company; **Class "I"** On Sale Beer, Wine, Spirits - AFJ, Inc., BPOE Lodge 159, Central Community College Area, El Puerto, LLC, Frew Enterprises, LLC, Golden Entertainment NE, Inc., LNJD Enterprises, Inc., Ninja House, Inc., RL Fridley Theatres, Inc., The Listening Room, Inc.; **Class "K"** Catering - BPOE Lodge 159, Central Community College Area, Steeple

Brewing Company, LLC; **Class "L"** Craft Brewery - No Coast Brewing, LLC, Steeple Brewing Company, LLC; **Class "M"** Bottle Club - Jonathon D. Canterbury

(g) Approval of Work Order EL-243, installation of a new three-phase padmount transformer to serve the YMCA addition at 1430 West 16th Street

(h) Approval of Work Order PL-618, new fence located along the south side of Whelen Energy Center

(i) Approval of Work Order PL-620, upgrade of DCS hardware and software for North Denver Station Units 4 and 5

(j) Approval of Work Order SW-357, pump station to serve Maxon Lagoon and discharge to Heartwell Lift Station

(k) Approval of Work Order SW-368, sewer service for the Harlan Building at 8th Avenue and South Technical Boulevard

(l) Approval of the Release of Easement from Douglas P. and Tamra J. Ruhter for sanitary sewer purposes located in the Northwest Quarter of the Southeast Quarter of Section 13, Township 7, Range 10, Adams County, Nebraska

(m) Approval of the Release of Easement of a right-of-way filed with Adams County Register of Deeds for South Shore Third Subdivision

(n) Approval of the Release of Easement of a platted 40' utility easement for Allen Subdivision

(o) Approval of the request for Community Development Block Grant funds, Revised Drawdown #7, in the amount of $14,653.35 for remittance of retainage to Ben Engel Construction

REGULAR AGENDA:

2. Unfinished Business of Preceding Meeting.

3. Public Hearings.

4. General Business.

(a) Approval of claim of Eldon's Automotive Repair in the amount of $414.41 (City)

(b) Approval of moving Monday, February 27, 2023 City Council Meeting to Tuesday, February 28, 2023 at 5:30 P.M. in the City Council Chambers due to Councilmembers attending the League of Nebraska Municipalities Conference

(c) Approval of three year lease with the Hastings Sodbusters for the use of Duncan Field

(d) Approval of accepting a deed from the Hastings Economic Development Corporation for the property to extend 33rd Street to Utecht Avenue

(e) Approval of Agreement with Philip Carkoski Construction for the Coal Train Pump Station, HU 2023-04

(f) Approval of the City of Hastings/Heartwell Renewables Economic Opportunity Program Agreement

(g) Approval of State of Nebraska, Department of Transportation/City of Hastings Economic Opportunity Program Agreement

5. Ordinances and Resolutions.

   (a) Ordinance No. 4729 authorizing and providing for the issuance of not to exceed $2,000,000 aggregate principal amount of Combined Utilities Revenue Bonds

   (b) Resolution No. 2023-05 approving the adoption of the Public Comment Policy

   (c) Resolution No. 2023-06 approving the plans, specifications and authorization to advertise for bids for Street Improvement District 2022-3, Laird Avenue

6. Final Passage of Ordinances.

   (a) Ordinance No. 4728 requesting voluntary annexation to bring a tract of land into the corporate limits of the City of Hastings for property generally located on the southeast corner of Baltimore Avenue and M Street and repealing Ordinance 4703

7. Appointments.

   (a) Appointments to Boards and Commissions

8. Miscellaneous and Other Business.

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

ADJOURN:

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

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

Service Anniversaries

February 2023

Name	Dept	Assignment	Anniversary	Years
Bostock, Clint A	Water	Water & Sewer Serviceman II	2/01/2023	25
Hassenstab, Jeffrey A	Parks	Director of Parks & Recreation	2/04/2023	15
Douglas, Brian C	PCF	Wastewater Plant Operator I	2/04/2023	10
Rakes, Jason L	Fire	Fire Lieutenant Paramedic	2/11/2023	15
Shea, Dan P	Street	Street Crew Leader	2/22/2023	30

CITY OF HASTINGS, NEBRASKA
MINUTES OF CITY COUNCIL REGULAR MEETING
Monday, January 23, 2023

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 January 23, 2023.

The meeting was called to order at 5:30 p.m. in Regular Session by Mayor Stutte with the following members present: Joy Huffaker, Brad Consbruck, Marc Rowan, Steve Huntley, Shawn Hartmann, Matt Fong, Jeniffer Beahm, Butch Eley. Absent: None.

The following City Officials were present: City Administrator, Shawn Metcalf; City Attorney, Jesse Oswald; Utility Manager, Kevin Johnson; Assistant City Clerk, Lori Vorderstrasse, Police Chief, Adam Story; Fire Captain, Tom Treffer, 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, Chief Building Official, Kevin Kubo, Director of Environmental, Marty Stange.

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

Moved by Butch Eley seconded by Shawn Hartmann to adopt the current agenda for the January 23, 2023 Regular Meeting. Roll Call: Ayes: Matt Fong, Shawn Hartmann, Marc Rowan, Joy Huffaker, Butch Eley, Brad Consbruck, Steve Huntley, Jeniffer Beahm. Nays: None. The motion carried.

Official Notice of the Regular Meeting was published in the Hastings Tribune on Friday, January 20, 2023. 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:
Councilmember Rowan mentioned potholes around town and stated he was pleased to see staff already out fixing them.

CITIZEN COMMUNICATIONS:
None.

MAYOR'S COMMUNICATIONS:
Mayor Stutte thanked the Street Department for snow removal over the past few days and thanked everyone that was involved in getting the roads plowed. Lee Vrooman, City Engineer, indicated they will continue to plow streets as they thaw and he thanked the public for their patience. He also thanked the Parks and Utility Departments and Adams County and a couple of contractors that came in and helped with snow removal.

Mayor Stutte read a proclamation designating January 22-28, 2023 as Certified Registered Nurse Anesthetists Week in the City of Hastings.

CONSENT AGENDA:
1. <u>All Consent Items.</u>

Councilmember Huntley asked that Item (1)(d) Approval of Out-Of-District Water and Sewer Connection Fees for 2023, be pulled off the Consent Agenda for discussion.

Moved by Matt Fong seconded by Steve Huntley to approve the consent items as presented minus Item (1)(d) Approval of Out-Of-District Water and Sewer Connection Fees for 2023. Roll Call: Ayes: Matt Fong, Shawn Hartmann, Marc Rowan, Joy Huffaker, Butch Eley, Brad Consbruck, Steve Huntley, Jeniffer Beahm. Nays: None. The motion carried.
(a) Approval of the minutes of the Council Meeting of January 9, 2023.
(b) Approval of claims and payroll.
(c) Approve receiving and placing on file department monthly reports.
(e) Approval of Work Order WA-116, new 8" water main on Lakeview Avenue to serve Lakeview 10th Addition.
(f) Approval of Work Order SW-363, sanitary sewer along Lakeview Avenue for Lakeview 10th Addition (Sewer Extension District 2022-1).
(g) Approval of Work Order No. EL-239, installation of overhead power line and transformer bank to serve the new Hastings Grain Inspection facility at 3800 Utecht Avenue and extending to 33rd Street.

Moved by Matt Fong seconded by Butch Eley to approve Item (1)(d) Approval of Out-Of-District Water and Sewer Connection Fees for 2023. Lee Vrooman, City Engineer, explained that this is done annually and it is for lots that already have sewer and water mains running by them. He indicated for them to have the opportunity to hook up to the water and sewer mains, they would pay the Out-Of-District fee. He stated that this is for already existing water and sewer mains. Mr. Vrooman indicated they haven't had any new residential projects in the last two years, so there is no increase in the fee. Councilmember Huntley stated since this was a change in fees, shouldn't it have been presented as a resolution or ordinance since we are adjusting the fee resolution. Mr. Vrooman indicated there are no changes to the fees this year. Jesse Oswald, City Attorney, indicated that since there was no fee change this year, nothing would need to be changed. Councilmember Huntley asked if 2021-22 figures were used in the calculation. Mr. Vrooman indicated this has been the same fee for the last two years because they had no projects and nothing to compare it to. Roll Call: Ayes: Matt Fong, Shawn Hartmann, Marc Rowan, Joy Huffaker, Butch Eley, Brad Consbruck, Steve Huntley, Jeniffer Beahm. Nays: None. The motion carried.

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

3. Public Hearings.
None.

4. General Business.
(a) Moved by Shawn Hartmann seconded by Butch Eley to approve the purchase of a new semi-tractor for the Pollution Control Facility from Nebraska Peterbilt in Grand Island, Nebraska. Kevin Johnson, Utility Manager, indicated $150,000 was budgeted for the truck but it was not available from manufacturers for this fiscal year and it would probably be two to three years out for getting a new semi-tractor. They were notified about this tractor at the excess cost of $46,000 above budget. He indicated this was brought before the Utility Advisory Board and they saw justification in the opportunity before them and the challenges they faced. Mr. Johnson stated that the analytics are projecting they can save $96,000 a year over the contractor they are currently using and can pay the $46,000 back in half a year. Councilmember Eley indicated they are currently contracting out and now it will all be done inhouse. Mr.

Johnson indicated the price is based on the Sourcewell pricing, which is a government pricing and purchase process. Councilmember Rowan stated he was surprised, if vehicles are so hard to get, why the good price. Mr. Johnson indicated the manufacturer had a cancelation and staff had contacted regional manufacturers and they knew Hastings was looking for semi-tractor. Roll Call: Ayes: Matt Fong, Shawn Hartmann, Marc Rowan, Joy Huffaker, Butch Eley, Brad Consbruck, Steve Huntley, Jeniffer Beahm. Nays: None. The motion carried.

5. Ordinances and Resolutions.
ORDINANCE NO. 4728 REQUESTING VOLUNTARY ANNEXATION TO BRING A TRACT OF LAND INTO THE CORPORATE LIMITS OF THE CITY OF HASTINGS FOR PROPERTY GENERALLY LOCATED ON THE SOUTHEAST CORNER OF BALTIMORE AVENUE AND M STREET AND REPEALING ORDINANCE 4703 (Passed on first reading on January 9, 2023.).

Moved by Matt Fong seconded by Shawn Hartmann to approve Ordinance No. 4728 requesting voluntary annexation to bring a tract of land into the corporate limits of the City of Hastings for property generally located on the southeast corner of Baltimore Avenue and M Street and repealing Ordinance 4703, on second reading. Roll Call: Ayes: Matt Fong, Shawn Hartmann, Marc Rowan, Joy Huffaker, Butch Eley, Brad Consbruck, Steve Huntley, Jeniffer Beahm. Nays: None. The motion carried.

6. Final Passage of Ordinances.
None.

7. Appointments.
None.

8. Miscellaneous and Other Business.
None.

Moved by Steve Huntley seconded by Shawn Hartmann there being no further business to come before the City Council, to adjourn at 5:49 P.M. Roll Call: Ayes: Matt Fong, Shawn Hartmann, Joy Huffaker, Butch Eley, Brad Consbruck, Steve Huntley, Jeniffer Beahm. Nays: Marc Rowan. The motion carried.

APPROVED:

____
Corey Stutte, Mayor

ATTEST:

____
Lori Vorderstrasse, Assistant City Clerk

(S E A L)

CITY OF HASTINGS, NEBRASKA
MINUTES OF CITY COUNCIL SPECIAL MEETING
Tuesday, January 17, 2023

Pursuant to due call and notice thereof, a Special 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 January 17, 2023.

The meeting was called to order at 5:15 p.m. in Special Session by Mayor Stutte with the following members present: Matt Fong, Shawn Hartmann, Marc Rowan, Joy Huffaker, Brad Consbruck, Steve Huntley. Absent: Butch Eley, Jeniffer Beahm.

The following City Officials were present: City Administrator, Shawn Metcalf; City Attorney, Jesse Oswald; Utility Manager, Kevin Johnson; City Clerk, Kimberly Jacobitz; Police Chief, Adam Story; Parks & Recreation Director, Jeff Hassenstab; Information Technology Director, Erik Nielsen; Director of Engineering, Lee Vrooman; Director of Human Resources, Lori Hartman; Museum Director, Teresa Kreutzer-Hodson; Library Director, Amy Dissmeyer; Environmental Engineer, Marty Stange; Development Services, Kevin Kubo.

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

Moved by Matt Fong seconded by Shawn Hartmann to adopt current agenda for the January 17, 2023 Special Meeting. Roll Call: Ayes: Matt Fong, Shawn Hartmann, Marc Rowan, Joy Huffaker, Brad Consbruck, Steve Huntley. Nays: None. Absent: Butch Eley, Jeniffer Beahm. The motion carried.

PUBLIC NOTICE - Official Notice of the Special Meeting was published in the Hastings Tribune on Saturday, January 14, 2023. 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.

AGENDA ITEMS

1. Moved by Shawn Hartmann seconded by Joy Huffaker to approve Resolution No. 2023-04 approving application for Rural Workforce Housing Land Development funds for project located at "D" Street and Cedar Avenue. Randy Chick, Community Redevelopment Authority (CRA) Director, thanked staff and others for a quick turnaround for the special meeting. In December the City Council agreed to submit a Letter of Intent for this grant. This grant would pay for 50% or more of a development of single family homes. The application is due Thursday, January 19, 2023. Mayor Stutte thanked Randy Chick and city staff for getting this ready to go out. Randy stated that the best use of the ground would be to build duplex-style townhomes, for single families. This area would need to be rezoned, if we move forward. There is currently a person living in a house on the property. The person living in the house is on a month-to-month rent. This grant will not allow us to displace anyone. The scope of the project would be reduced, if necessary. This is not low-income housing. This is workforce housing, and there are no income restrictions. We do have rental caps on the units. The city is the applicant for the grant and the CRA would spearhead the project. CRA would prepare the land and then find a local developer. Hastings Economic Development Corporation has to provide some funding from their Rural

Workforce Housing Loan Fund. CRA has approximately three years to develop the land from the date of grant award. Randy stated that anytime you have competing homes, people have to choose to pay more or less for a house in a certain area. The American Rescue Plan Act (ARPA) funds are funneled down through the State, for a variety of uses. This is a qualified census tract, which means someone deemed the people in this area to have been disproportionately impacted from the COVID pandemic. We can't utilize the funds in any other area. We will provide a smaller starter home that is not available in other areas. We are trying to do the best dollar usage, so it can be single homes or duplexes. Roll Call: Ayes: Matt Fong, Shawn Hartmann, Marc Rowan, Joy Huffaker, Brad Consbruck, Steve Huntley. Nays: None. Absent: Butch Eley, Jeniffer Beahm. The motion carried.

Moved by Shawn Hartmann seconded by Steve Huntley there being no further business to come before the council to adjourn at 5:28 P.M. Roll Call: Ayes: Matt Fong, Shawn Hartmann, Marc Rowan, Joy Huffaker, Brad Consbruck, Steve Huntley. Nays: None. Absent: Butch Eley, Jeniffer Beahm. The motion carried.

APPROVED:

____

Corey Stutte, Mayor

ATTEST:

____

Kimberly S. Jacobitz, City Clerk

(S E A L)

CITY OF HASTINGS, NEBRASKA
MINUTES OF CITY COUNCIL WORKSESSION
Tuesday, January 17, 2023

Pursuant to due call and notice thereof, a Worksession 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 January 17, 2023.

The meeting was called to order at 5:30 p.m. in Worksession by Council President Matt Fong with the following members present: Shawn Hartmann, Marc Rowan, Joy Huffaker, Corey Stutte, Brad Consbruck, Steve Huntley. Absent: Butch Eley, Jeniffer Beahm.

The following City Officials were present: City Administrator, Shawn Metcalf; City Attorney, Jesse Oswald; Utility Manager, Kevin Johnson; City Clerk, Kimberly Jacobitz; Police Chief, Adam Story; Parks & Recreation Director, Jeff Hassenstab; Information Technology Director, Erik Nielsen; Director of Engineering, Lee Vrooman; Director of Human Resources, Lori Hartman; Museum Director, Teresa Kreutzer-Hodson; Library Director, Amy Dissmeyer; Environmental Engineer, Marty Stange; Development Services, Kevin Kubo; Finance Director, Roger Nash; Fire Chief, Brad Starling.

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

Moved by Shawn Hartmann seconded by Joy Huffaker to adopt the current agenda for the January 17, 2023 Worksession. Roll Call: Ayes: Matt Fong, Shawn Hartmann, Marc Rowan, Joy Huffaker, Brad Consbruck, Steve Huntley. Nays: None. Absent: Butch Eley, Jeniffer Beahm. The motion carried.

PUBLIC NOTICE - Official Notice of the Worksession was published in the Hastings Tribune on Friday, January 13, 2023. Pursuant to Nebraska Revised Statute Section 84-1412, the public is advised that a copy of today's agenda and all reproducible written material which will be discussed at today's meeting is available. Also, a current copy of the Nebraska Open Meetings Act is posted and accessible to members of the public.

DISCUSSION ITEMS

1. Presentation of Museum Annual Report.

Teresa Kruetzer-Hodson, Museum Director, reported on the Hastings Museum. There was a substantial amount of grant funds received for COVID impacted theatres. This helped with the loss of admissions. The museum attendance is back to where we normally are. The membership last year was down about 14% because of COVID. Some of it was that membership was extended for three months, when they were unable to use memberships because of museum closures. We are back up to normal for memberships. We are up to around 950 memberships, which includes approximately 4,000 members. The patio and outdoor classroom are open. The one thing missing is the Kool-Aid Man statue. The estimated time of arrival is about six months out. They produced their first in-house planetarium show this year. They have been struggling with the theater industry. They had ten sold out shows. We had our education staff bring in virtual speakers. There are still going on with projects to improve collection storage. The end goal is once we move Kool-Aid, then we will have collection storage ready to go. Hollywood films are just not being produced, so we have fewer films to show as second-run films. This is falling over into larger format films as well. Prior to COVID we were able to show 70 films, but we only expect 40 films this year. Next year we will work on the Kool-Aid Exhibit, hoping to go into production by the end of this fiscal year. Other items of interest: bring fire alarm system up to code, replace 30 year-old boilers on the theater side, and work to connect with the Spanish-speaking and Pawnee populations. A city-wide event was held at the museum in September for the city's 150th celebration, and they want to look at having another event similar to that, bringing the community to the museum. Teresa stated there are a lot of special traveling exhibits that are outside our price range. We lost money with the last traveling exhibit. In October they brought back old movies. Those sometimes charge more for the older movies considered as classics. In 2011, the Nebraska Department of Transportation (NDOT) paid for the teal signage and have no plans to take it down. Staff started working on getting different signage over a year ago.

2. Discussion of Council, Citizen, Staff, and City-Wide Communication.

Matt Fong had Jesse Oswald pull together information, a resolution, and a new request form for future agenda items.

Jesse Oswald stated that the process we envisioned with the "Request for Future Agenda Item" is that a citizen would complete the form and would forward it to the City Administrator. If a situation cannot be resolved by the City Administrator or appropriate department head, the issue could be placed on an agenda.

Jesse explained that the purpose of public records is to guarantee that public government records are public. The city needs to be open to inspection of records, except if it is explicitly stated by the State Statutes that the record is confidential. The State intended to include emails as public records. There are numerous exceptions, but some common records that are not public records are personnel, certain law enforcement records, medical records, or attorney work products. He also talked about why open meetings are required by the State Statutes and when there can be closed sessions. The formation of a public body is public business and may not be conducted in secret. All meetings of public bodies should be open to the public. Email communications directed to all council are not a violation, but a reply back to all members of the council might be. There are certain requirements and notices that must be made in order to comply with the Open Meetings Act. Common exceptions to the Open Meetings Act: no quorum at a meeting and social meetings not officially called by the body. Informational sessions hearing staff reports, can be considered as an open meeting. As far as email communication: one direction (e.g. attorney to council) communication is done by blind copy, instead of sending to a whole group. The response, in this situation, on a blind copy only goes to the attorney, not the entire council. Conversations within full council is not permitted with open meetings. That could be considered a violation of the open meetings law. Closed Sessions are to protect public interest (e.g. negotiating real estate, pending litigation, or settlements), or protection of needless injury to an individual, if that person has not requested a public meeting. Council must come back into open session to take formal action on said things.

Mayor Stutte made all aware of the role of City Council members. In Section 2-103 of City Code, it talks about roles of council. City Code Section 2-104 talks about going through the City Administrator, so the City Administrator is aware of questions being asked of staff. When it comes to any issues you are hearing or having with city employees, the public meeting or in the public are not the places to talk about it. Reach out to City Administrator or City Attorney to make sure we are following Human Resources rules and City Code. Make sure you are not deliberating in person or over email on issues.

Shawn Metcalf stated that council will find that if you come through him, he is able to come to a resolution on an issue. There is so much going on, there might be communication that has been shared with him, that he can share with council. Mayor Stutte stated that giving direction to City Administrator during worksessions, we can see if there is a consensus at the worksession to move an item to the council meeting. We can't vote, but we can see if there is a consensus on a topic. Council should talk to Mayor Stutte or Council President Fong to add an item to the worksession agenda. Copy both Matt Fong and Mayor Stutte on emails. Matt Fong stated that we want to make sure there is adequate information and take full advantage of the time at meetings.

Shawn will have ongoing communication with the public. He plans to continue to send updates to council weekly, until everything settles in. Shawn brought the thought of a monthly report to the community. We are planning to do something similar to what he did in his previous city, which would be an update from the department heads. This information will be helpful for talking to constituents. When the Public Information Manager is hired, he would like to get that information on the website and social media. His previous city had a newsletter and activity guide multiple times a year, which included council members' sections. Over the next year, he will try different pilot programs to see what works for the City of Hastings. We will put together the best, most productive information we can. After our monthly reports, he would like to get with the newspaper and visit about highlights going on in the community. Townhall meetings could be used for specific topics. It is a good way to engage with the public. Communication with the public is important. He asked the council if they would want to participate in some communication ideas with the community. Mayor Stutte said that quarterly chamber meetings or townhalls in the past, were attended by a few council members. The City Administrator would usually answer the technical questions. This is similar to coffee with the senator, or coffee with the mayor and council. The chamber is busy and going through change, but we could possibly visit with them about it. Council had a consensus on interest in these types of communication.

Matt stated that there was a previous administrative policy from about fifteen years ago on public comment. Jesse drafted a resolution that will come before council at an upcoming regular meeting, to replace the old policy. This works in concert with the Request for Future Agenda Item form. The previous document was an internal policy from 2006, not a resolution. He asked council to send feedback on the resolution provided in the packet, to the City Administrator and City Attorney.

Mayor Stutte explained the process for snow emergencies is triggered by three inches of snow. The latest forecast is for four to five inches of snow. Shawn Metcalf, Lee Vrooman, Mayor Stutte, and Steve Kostner will work together on determining snow emergencies. Sometimes they do not last the full amount of time that is set forth in advance. He reminded citizens to be cognizant of where you park on the streets. We share snow emergency information with media outlets, on the city's website, and social media. The Public Information Manager usually handles that information. Police Chief Story stated that they try to do their part with social media to inform the public. Officers try to locate vehicle owners before resorting to towing on the snow route. Downtown is more complicated for snow removal and snow emergencies for informing people prior to being towed.

Moved by Shawn Hartmann seconded by Steve Huntley there being no further business to come before the council to adjourn at 6:23 P.M. Roll Call: Ayes: Matt Fong, Shawn Hartmann, Joy Huffaker, Brad Consbruck, Steve Huntley. Nays: Marc Rowan. Absent: Butch Eley, Jeniffer Beahm. The motion carried.

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 230213 02/13/2023
DUE DATE: 02/13/2023

CASH ACCOUNT:	999	11010	CASH IN BANK - CITY							
VENDOR		**REMIT**	**PO**	**TYPE**	**DUE DATE**	**INVOICE**		**AMOUNT**	**VOUCHER**	**CHECK**
68	3M KQS7020	0001		INV	01/29/2023	9420618080				
	ACCOUNT DETAIL						LINE AMOUNT			
	1 280 73160		STREET	SIGNS			528.97			
								528.97		
							CHECK TOTAL	**528.97**		
286	4IMPRINT INC	0001		INV	01/28/2023	24229078				
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10004000 73150		LIBRARY	PROMO MAT			825.81			
								825.81		
							CHECK TOTAL	**825.81**		
1446	JOEL ALFONSO DIAZ	0001		INV	02/17/2023	4005				
	ACCOUNT DETAIL						LINE AMOUNT			
	1 280 72805		STREET	HIRE EQ			1,330.00			
								1,330.00		
							CHECK TOTAL	**1,330.00**		
151	ACE AUTOMOTIVE, INC.	0001		INV	02/05/2023	50004				
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10005031 72780		POLICE	RM-VEH			474.91			
								474.91		
151	ACE AUTOMOTIVE, INC.	0001		INV	02/09/2023	50024				
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10005031 72780		POLICE	RM-VEH			59.98			
								59.98		
151	ACE AUTOMOTIVE, INC.	0001		INV	02/09/2023	50025				
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10005031 72780		POLICE	RM-VEH			59.98			
								59.98		
151	ACE AUTOMOTIVE, INC.	0001		INV	02/11/2023	50040				
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10005031 72780		POLICE	RM-VEH			59.98			
								59.98		
151	ACE AUTOMOTIVE, INC.	0001		INV	02/23/2023	50110				
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10005031 72780		POLICE	RM-VEH			588.78			
								588.78		

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 230213 02/13/2023
DUE DATE: 02/13/2023

CASH ACCOUNT: 999 11010 CASH IN BANK - CITY

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
151	ACE AUTOMOTIVE, INC.	0001		INV	02/23/2023	50112			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10005031 72780		POLICE	RM-VEH		323.10			
							323.10		
						CHECK TOTAL	**1,566.73**		
40	ADAMS COUNTY CLERK	0001		INV	02/03/2023	01042023			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10009000 72020		OTHER-GOVT	ELECTION		769.55			
							769.55		
40	ADAMS COUNTY CLERK	0001		INV	02/17/2023	Q4 2022			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10009000 72930		OTHER-GOVT	AD CO EMER		8,446.37			
							8,446.37		
						CHECK TOTAL	**9,215.92**		
1401	ADAMS COUNTY HISTORIC	0001		INV	02/03/2023	2022-12			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 270 73122		MUSEUM	STORE MERC		93.80			
							93.80		
						CHECK TOTAL	**93.80**		
715	ADAMS COUNTY REGISTER	0001		INV	01/04/2023	20224398			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10002000 72043		DS	RECORDING		28.00			
							28.00		
715	ADAMS COUNTY REGISTER	0001		INV	02/09/2023	20230076			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10002000 72043		DS	RECORDING		40.00			
							40.00		
715	ADAMS COUNTY REGISTER	0001		INV	02/12/2023	20230129			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10002000 72043		DS	RECORDING		40.00			
							40.00		
715	ADAMS COUNTY REGISTER	0001		INV	02/22/2023	20230192			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10002000 72043		DS	RECORDING		34.00			
							34.00		

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 230213 02/13/2023
DUE DATE: 02/13/2023

CASH ACCOUNT: 999 11010 CASH IN BANK - CITY

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
						CHECK TOTAL	**142.00**		
437	ALLO COMMUNICATIONS	0001		INV	01/23/2023	911069 122422			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10008000 72620		AIRPORT	TELEPHONE		105.36			
							105.36		
						CHECK TOTAL	**105.36**		
437	ALLO COMMUNICATIONS	0001		INV	02/23/2023	1728009 012423			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 720 73725		IT FUND	COMPT SOFT		3,961.20			
	2 720 73727		IT FUND	SFTW UTIL		3,240.99			
							7,202.19		
						CHECK TOTAL	**7,202.19**		
402	AMAZON CAPITAL SERVIC	0001		INV	02/15/2023	11F9-NTXQ-N66T			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 270 72720		MUSEUM	RM-BLDG		51.40			
							51.40		
402	AMAZON CAPITAL SERVIC	0001		INV	02/23/2023	1QXT-GXQX-46PX			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 270 73121		MUSEUM	CONC-RES		73.19			
							73.19		
						CHECK TOTAL	**124.59**		
44	AMERICAN PUBLIC WORKS	0001		INV	08/04/2022	683618			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 72905		STREET	DUE/SUBS		222.00			
							222.00		
						CHECK TOTAL	**222.00**		
705	ARAMARK UNIFORM SERVI	0001		INV	02/08/2023	6280137057			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 610 73170		LANDFILL	WEARING		32.58			
							32.58		
705	ARAMARK UNIFORM SERVI	0001		INV	02/15/2023	6280140189			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 610 73170		LANDFILL	WEARING		32.58			

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 230213 02/13/2023
DUE DATE: 02/13/2023

CASH ACCOUNT: 999	11010		CASH IN BANK - CITY									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE				AMOUNT	VOUCHER	CHECK
										32.58		
705	ARAMARK UNIFORM SERVI	0001		INV	02/22/2023	6280143592						
	ACCOUNT DETAIL								LINE AMOUNT			
	1	610	73170	LANDFILL	WEARING				32.58			
										32.58		
									CHECK TOTAL	**97.74**		
1719	MEGAN R ARRINGTON-WIL	0001		INV	03/03/2023	02012023						
	ACCOUNT DETAIL								LINE AMOUNT			
	1	211	72030	BID	PROF SERV				1,833.33			
										1,833.33		
									CHECK TOTAL	**1,833.33**		
539	AT&T MOBILITY	0001		INV	01/23/2023	28730634728701022023						
	ACCOUNT DETAIL								LINE AMOUNT			
	1	10006040	72620	FIRE	TELEPHONE				52.11			
										52.11		
									CHECK TOTAL	**52.11**		
707	AUTO VALUE PARTS STOR	0001		INV	01/20/2023	70NV089483						
	ACCOUNT DETAIL								LINE AMOUNT			
	1	10008000	73126	AIRPORT	FUEL/OIL				311.76			
										311.76		
707	AUTO VALUE PARTS STOR	0001		INV	02/12/2023	70NV090564						
	ACCOUNT DETAIL								LINE AMOUNT			
	1	10003022	72780	PR-PARKS	RM-VEH				60.94			
										60.94		
707	AUTO VALUE PARTS STOR	0001		INV	02/22/2023	70NV090995						
	ACCOUNT DETAIL								LINE AMOUNT			
	1	280	72750	STREET	RM-HEAVY				17.06			
										17.06		
707	AUTO VALUE PARTS STOR	0001		INV	02/25/2023	70NV091183						
	ACCOUNT DETAIL								LINE AMOUNT			
	1	280	72780	STREET	RM-VEH				108.61			
										108.61		
707	AUTO VALUE PARTS STOR	0001		INV	02/09/2023	70NV090326						
	ACCOUNT DETAIL								LINE AMOUNT			
	1	280	72750	STREET	RM-HEAVY				11.18			

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 230213 02/13/2023
DUE DATE: 02/13/2023

CASH ACCOUNT: 999	11010	CASH IN BANK - CITY								
VENDOR		**REMIT**	**PO**	**TYPE**	**DUE DATE**	**INVOICE**		**AMOUNT**	**VOUCHER**	**CHECK**
								11.18		
707	AUTO VALUE PARTS STOR	0001		INV	02/16/2023	70NV090784				
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 280 72780		STREET	RM-VEH			151.61			
								151.61		
707	AUTO VALUE PARTS STOR	0001		INV	02/16/2023	70NV090747				
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 280 72750		STREET	RM-HEAVY			14.48			
								14.48		
707	AUTO VALUE PARTS STOR	0001		INV	02/15/2023	70NV090678				
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 280 72780		STREET	RM-VEH			69.99			
								69.99		
707	AUTO VALUE PARTS STOR	0001		INV	02/16/2023	70NV090774				
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 280 72780		STREET	RM-VEH			62.45			
								62.45		
707	AUTO VALUE PARTS STOR	0001		INV	02/10/2023	70NV090448				
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 280 73772		STREET	SUPP-SHOP			199.75			
								199.75		
707	AUTO VALUE PARTS STOR	0001		INV	02/12/2023	70NV090534				
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 280 73126		STREET	FUEL/OIL			98.36			
								98.36		
							CHECK TOTAL	**1,106.19**		
1436	AUTOSPA HASTINGS	0001		INV	01/31/2023	1931674				
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10006040 72780		FIRE	RM-VEH			11.00			
								11.00		
							CHECK TOTAL	**11.00**		
1391	AVCA	0001		INV	02/09/2023	011023				
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10003024 72905		PR-REC	DUE/SUBS			125.00			
								125.00		
							CHECK TOTAL	**125.00**		

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 230213 02/13/2023
DUE DATE: 02/13/2023

CASH ACCOUNT: 999 11010 CASH IN BANK - CITY

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
54	BAKER & TAYLOR, INC.	0001		INV	01/27/2023	2037226837			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10004000 73012		LIBRARY	LIB COLL		218.72			
							218.72		
54	BAKER & TAYLOR, INC.	0001		INV	01/28/2023	2037232663			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10004000 73012		LIBRARY	LIB COLL		339.58			
							339.58		
54	BAKER & TAYLOR, INC.	0001		INV	02/03/2023	2037161692			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10004000 73012		LIBRARY	LIB COLL		304.11			
	2 10004000 72914		LIBRARY	PROC FEE		87.11			
							391.22		
54	BAKER & TAYLOR, INC.	0001		INV	02/08/2023	2037182312			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10004000 73012		LIBRARY	LIB COLL		155.08			
	2 10004000 72914		LIBRARY	PROC FEE		50.45			
							205.53		
54	BAKER & TAYLOR, INC.	0001		INV	02/08/2023	2037197902			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10004000 73012		LIBRARY	LIB COLL		283.79			
	2 10004000 72914		LIBRARY	PROC FEE		89.22			
							373.01		
54	BAKER & TAYLOR, INC.	0001		INV	02/09/2023	2037249131			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10004000 73012		LIBRARY	LIB COLL		1,480.16			
							1,480.16		
54	BAKER & TAYLOR, INC.	0001		INV	02/10/2023	2037256628			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10004000 73012		LIBRARY	LIB COLL		34.41			
							34.41		
54	BAKER & TAYLOR, INC.	0001		INV	02/15/2023	2037224295			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10004000 73012		LIBRARY	LIB COLL		260.18			
	2 10004000 72914		LIBRARY	PROC FEE		66.93			
							327.11		
						CHECK TOTAL	**3,369.74**		

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 230213 02/13/2023
DUE DATE: 02/13/2023

CASH ACCOUNT: 999 11010 CASH IN BANK - CITY

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
708	BEYKE SIGNS	0001		INV	01/30/2023	28111			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 73001		FIRE	OFF SUPP		120.00			
							120.00		
						CHECK TOTAL	120.00		
709	BIG G ACE	0001		INV	01/29/2023	709886/1			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003022 72720		PR-PARKS	RM-BLDG		15.79			
							15.79		
709	BIG G ACE	0001		INV	02/02/2023	710031/1			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003022 73720		PR-PARKS	SUPP-BM		169.69			
							169.69		
709	BIG G ACE	0001		INV	02/03/2023	710110/1			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003022 72720		PR-PARKS	RM-BLDG		17.96			
							17.96		
709	BIG G ACE	0001		INV	02/03/2023	710121/1			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003022 72720		PR-PARKS	RM-BLDG		17.96			
							17.96		
709	BIG G ACE	0001		INV	02/08/2023	710390/1			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003022 72720		PR-PARKS	RM-BLDG		19.54			
							19.54		
709	BIG G ACE	0001		INV	02/11/2023	710534/1			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003024 72720		PR-REC	RM-BLDG		212.89			
							212.89		
709	BIG G ACE	0001		INV	02/11/2023	710578/1			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003024 72720		PR-REC	RM-BLDG		31.01			
							31.01		
709	BIG G ACE	0001		INV	01/21/2023	709467/1			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 72780		STREET	RM-VEH		65.22			

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 230213 02/13/2023
DUE DATE: 02/13/2023

CASH ACCOUNT: 999 11010 CASH IN BANK - CITY

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
							65.22		
709	BIG G ACE	0001		INV	02/05/2023	710214/1			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003021 73772		PR-CEM	SUPP-SHOP		24.86			
							24.86		
709	BIG G ACE	0001		INV	02/08/2023	710374/1			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 73772		FIRE	SUPP-SHOP		63.14			
							63.14		
709	BIG G ACE	0001		INV	02/23/2023	K11128/1			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 610 73720		LANDFILL	SUPP-BM		18.94			
							18.94		
709	BIG G ACE	0001		INV	02/23/2023	K11148/1			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 610 73720		LANDFILL	SUPP-BM		15.99			
							15.99		
709	BIG G ACE	0001		INV	02/22/2023	711044/1			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003021 73115		PR-CEM	CHEMICAL		144.32			
							144.32		
709	BIG G ACE	0001		INV	11/12/2023	710611/1			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003022 73126		PR-PARKS	FUEL/OIL		266.56			
							266.56		
709	BIG G ACE	0001		INV	02/17/2023	710864/1			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003022 72750		PR-PARKS	RM-HEAVY		7.48			
							7.48		
709	BIG G ACE	0001		INV	02/23/2023	K11153/1			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003022 72720		PR-PARKS	RM-BLDG		15.84			
							15.84		
709	BIG G ACE	0001		INV	02/24/2023	K11179/1			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003022 72750		PR-PARKS	RM-HEAVY		14.18			
							14.18		

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 230213 02/13/2023
DUE DATE: 02/13/2023

CASH ACCOUNT: 999	11010	CASH IN BANK - CITY							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
709	BIG G ACE	0001		INV	02/25/2023	711275/1			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 610 73720		LANDFILL SUPP-BM			53.91			
							53.91		
						CHECK TOTAL	**1,175.28**		
281	BMI	0001		INV	02/01/2023	46030826			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003023 72915		PR-WP OTHER			378.90			
							378.90		
						CHECK TOTAL	**378.90**		
273	BOUND TREE MEDICAL LL	0001		INV	02/10/2023	84822771			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006041 73135		AMBULANCEMED SUPP			38.32			
							38.32		
273	BOUND TREE MEDICAL LL	0001		INV	02/10/2023	84822772			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006041 73135		AMBULANCEMED SUPP			51.99			
							51.99		
273	BOUND TREE MEDICAL LL	0001		INV	02/17/2023	84829559			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006041 73135		AMBULANCEMED SUPP			321.98			
							321.98		
273	BOUND TREE MEDICAL LL	0001		INV	02/18/2023	84831428			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006041 73135		AMBULANCEMED SUPP			107.75			
							107.75		
273	BOUND TREE MEDICAL LL	0001		INV	02/18/2023	84831429			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006041 73135		AMBULANCEMED SUPP			466.30			
							466.30		
273	BOUND TREE MEDICAL LL	0001		INV	02/22/2023	84834623			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006041 73135		AMBULANCEMED SUPP			180.00			
							180.00		

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 230213 02/13/2023
DUE DATE: 02/13/2023

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	02/24/2023	84837842			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10006041 73135		AMBULANCEMED SUPP			67.16			
							67.16		
						CHECK TOTAL	**1,233.50**		
615	BUSINESS WORLD PRODUC	0001		INV	02/11/2023	667639			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10005031 73001		POLICE	OFF SUPP		3.49			
							3.49		
615	BUSINESS WORLD PRODUC	0001		INV	01/22/2023	667137			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10006040 73001		FIRE	OFF SUPP		204.00			
							204.00		
615	BUSINESS WORLD PRODUC	0001		INV	02/23/2023	023657			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10001015 73001		CLERK	OFF SUPP		50.37			
							50.37		
615	BUSINESS WORLD PRODUC	0001		INV	02/24/2023	023661			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10001010 73001		CITY ADMIN	OFF SUPP		23.84			
							23.84		
						CHECK TOTAL	**281.70**		
673	CHARTER COMMUNICATION	0001		INV	02/17/2023	0029348011823			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10003022 72620		PR-PARKS	TELEPHONE		106.60			
							106.60		
						CHECK TOTAL	**106.60**		
36	CITY CLERK - PETTY CA	0001		INV	02/23/2023	ADAMS COUNTY TREASUR			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10002000 72915		DS	OTHER		15.00			
							15.00		
						CHECK TOTAL	**15.00**		

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 230213 02/13/2023
DUE DATE: 02/13/2023

CASH ACCOUNT: 999 11010 CASH IN BANK - CITY

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
35	COMMUNICATIONS ENGINE	0001		INV	02/16/2023	2023010			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 270 72770		MUSEUM	RM-TOOLS		4,184.00			
							4,184.00		
						CHECK TOTAL	**4,184.00**		
447	CONNER PSYCHOLOGICAL	0001		INV	02/06/2023	10000211 010723			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 72030		FIRE	PROF SERV		1,719.80			
							1,719.80		
						CHECK TOTAL	**1,719.80**		
645	CONSOLIDATED CONCRETE	0001		INV	01/05/2023	282733			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003022 73105		PR-PARKS	ASP/CEMENT		137.25			
							137.25		
645	CONSOLIDATED CONCRETE	0001		INV	01/06/2023	282763			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003022 73105		PR-PARKS	ASP/CEMENT		282.00			
							282.00		
645	CONSOLIDATED CONCRETE	0001		INV	02/08/2023	283031			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 73105		STREET	ASP/CEMENT		382.51			
							382.51		
645	CONSOLIDATED CONCRETE	0001		INV	02/10/2023	283066			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 73105		STREET	ASP/CEMENT		292.25			
							292.25		
						CHECK TOTAL	**1,094.01**		
645	CONSOLIDATED CONCRETE	0002		INV	02/22/2023	283195			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 72805		STREET	HIRE EQ		2,167.64			
							2,167.64		
645	CONSOLIDATED CONCRETE	0002		INV	02/17/2023	283163			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 73155		STREET	SAND/GRAV		330.35			
							330.35		

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 230213 02/13/2023
DUE DATE: 02/13/2023

CASH ACCOUNT: 999	11010	CASH IN BANK - CITY							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
645	CONSOLIDATED CONCRETE	0002		INV	02/19/2023	283179			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 72805		STREET	HIRE EQ		4,257.90			
							4,257.90		
						CHECK TOTAL	**6,755.89**		
314	CONSOLIDATED MANAGEME	0001		INV	02/10/2023	224288			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10005031 72035		POLICE	TRAIN/CONF		137.00			
							137.00		
314	CONSOLIDATED MANAGEME	0001		INV	02/17/2023	224334			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10005031 72035		POLICE	TRAIN/CONF		98.75			
							98.75		
						CHECK TOTAL	**235.75**		
647	CORNHUSKER PRESS	0001		INV	02/08/2023	P199089			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003022 72405		PR-PARKS	PRINTING		289.60			
							289.60		
647	CORNHUSKER PRESS	0001		INV	02/08/2023	P199091			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 270 72405		MUSEUM	PRINTING		280.17			
							280.17		
						CHECK TOTAL	**569.77**		
1882	COVERTTRACK GROUP INC	0001		INV	02/12/2023	53235			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10005031 72030		POLICE	PROF SERV		600.00			
							600.00		
						CHECK TOTAL	**600.00**		
1840	CRAZY AARON ENTERPRIS	0001		INV	12/03/2022	63621-02			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 270 73122		MUSEUM	STORE MERC		144.00			
							144.00		
						CHECK TOTAL	**144.00**		

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 230213 02/13/2023
DUE DATE: 02/13/2023

CASH ACCOUNT: 999 11010 CASH IN BANK - CITY

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
1547	DAKOTA FLUID POWER, I	0001		INV	02/24/2023	7037251			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003022 72750		PR-PARKS	RM-HEAVY		98.77			
							98.77		
1547	DAKOTA FLUID POWER, I	0001		INV	02/25/2023	7037620			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003022 72750		PR-PARKS	RM-HEAVY		27.28			
							27.28		
1547	DAKOTA FLUID POWER, I	0001		INV	02/10/2023	7033125			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 72750		STREET	RM-HEAVY		16.55			
							16.55		
1547	DAKOTA FLUID POWER, I	0001		INV	02/16/2023	7034654			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 72750		STREET	RM-HEAVY		799.57			
							799.57		
						CHECK TOTAL	**942.17**		
653	DELL MARKETING L.P.	0001		INV	02/19/2023	10646416181			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 720 74357		IT FUND	EQUIP UTIL		772.80			
							772.80		
						CHECK TOTAL	**772.80**		
233	DINSDALE CHRYSLER-DOD	0001		INV	02/16/2023	14817			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 72780		FIRE	RM-VEH		81.78			
							81.78		
						CHECK TOTAL	**81.78**		
666	DLT SOLUTIONS, LLC	0001		INV	02/16/2023	5132383A			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 720 73725		IT FUND	COMPT SOFT		690.96			
							690.96		
						CHECK TOTAL	**690.96**		

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 230213 02/13/2023
DUE DATE: 02/13/2023

CASH ACCOUNT: 999 11010 CASH IN BANK - CITY

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
1713	DRAKE TOOL & DESIGN,	0001		INV	02/02/2023	3585			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10003022 72750		PR-PARKS	RM-HEAVY		975.00			
							975.00		
						CHECK TOTAL	**975.00**		
6	EAKES OFFICE SOLUTION	0001		INV	01/26/2023	INV419912			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10001012 73001		ATTORNEY	OFF SUPP		27.65			
							27.65		
6	EAKES OFFICE SOLUTION	0001		INV	02/05/2023	INV422606			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10004000 73001		LIBRARY	OFF SUPP		32.99			
							32.99		
6	EAKES OFFICE SOLUTION	0001		INV	02/11/2023	8645932-0			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10003020 73720		PR-AUD	SUPP-BM		116.10			
							116.10		
6	EAKES OFFICE SOLUTION	0001		INV	02/11/2023	8645935-0			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10003024 73720		PR-REC	SUPP-BM		221.96			
							221.96		
6	EAKES OFFICE SOLUTION	0001		INV	02/16/2023	8648276-0			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 610 73001		LANDFILL	OFF SUPP		30.99			
							30.99		
6	EAKES OFFICE SOLUTION	0001		INV	02/10/2023	INV423517			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 610 72405		LANDFILL	PRINTING		112.50			
							112.50		
6	EAKES OFFICE SOLUTION	0001		INV	02/11/2023	8645145-0			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10001015 73001		CLERK	OFF SUPP		33.61			
							33.61		
6	EAKES OFFICE SOLUTION	0001		CRM	02/15/2023	C8645145-0			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10001015 73001		CLERK	OFF SUPP		-9.00			
							-9.00		

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 230213 02/13/2023
DUE DATE: 02/13/2023

CASH ACCOUNT: 999 11010 CASH IN BANK - CITY

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
6	EAKES OFFICE SOLUTION	0001		INV	02/12/2023	8646960-0			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10001015 73001		CLERK	OFF SUPP		8.48			
							8.48		
6	EAKES OFFICE SOLUTION	0001		INV	02/17/2023	8647612-1			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 270 73720		MUSEUM	SUPP-BM		8.93			
							8.93		
6	EAKES OFFICE SOLUTION	0001		INV	02/17/2023	8649777-0			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 270 73720		MUSEUM	SUPP-BM		150.48			
							150.48		
6	EAKES OFFICE SOLUTION	0001		INV	02/15/2023	8647612-0			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 270 73720		MUSEUM	SUPP-BM		1,339.96			
							1,339.96		
6	EAKES OFFICE SOLUTION	0001		INV	02/12/2023	8643009-0			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 270 73723		MUSEUM	SUPP-EX		827.91			
							827.91		
6	EAKES OFFICE SOLUTION	0001		INV	02/18/2023	8645935-1			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003024 73720		PR-REC	SUPP-BM		35.20			
							35.20		
6	EAKES OFFICE SOLUTION	0001		INV	02/18/2023	8650113-0			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 610 73001		LANDFILL	OFF SUPP		18.95			
							18.95		
6	EAKES OFFICE SOLUTION	0001		INV	02/22/2023	8644894-1			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10001010 73001		CITY ADMIN	OFF SUPP		25.99			
							25.99		
6	EAKES OFFICE SOLUTION	0001		INV	02/24/2023	INV426770			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10004000 73001		LIBRARY	OFF SUPP		2,647.87			
							2,647.87		
						CHECK TOTAL	**5,630.57**		

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 230213 02/13/2023
DUE DATE: 02/13/2023

CASH ACCOUNT: 999 11010 CASH IN BANK - CITY

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
123	ELDON'S AUTOMOTIVE RE	0001		INV	02/16/2023	24771			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 72780		FIRE	RM-VEH		414.41			
							414.41		
						CHECK TOTAL	**414.41**		
1399	EUROFINS ENVIRONMENT	0001		INV	02/22/2023	3100117612			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 610 72030		LANDFILL	PROF SERV		1,668.00			
							1,668.00		
						CHECK TOTAL	**1,668.00**		
676	FAMILY MEDICAL CENTER	0001		INV	01/07/2023	CIPRIAN			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 72030		FIRE	PROF SERV		565.00			
							565.00		
676	FAMILY MEDICAL CENTER	0001		INV	01/07/2023	BOOMQUIST			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 72030		FIRE	PROF SERV		534.00			
							534.00		
676	FAMILY MEDICAL CENTER	0001		INV	01/08/2023	HOFFMANN			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 72030		FIRE	PROF SERV		629.00			
							629.00		
676	FAMILY MEDICAL CENTER	0001		INV	01/12/2023	HOLDER			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 72030		FIRE	PROF SERV		655.00			
							655.00		
						CHECK TOTAL	**2,383.00**		
678	FASTENAL COMPANY	0001		INV	02/05/2023	NEHAS179514			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 610 72750		LANDFILL	RM-HEAVY		15.25			
							15.25		
678	FASTENAL COMPANY	0001		INV	01/18/2023	NEHAS179274			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003022 72750		PR-PARKS	RM-HEAVY		1.27			
							1.27		

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 230213 02/13/2023
DUE DATE: 02/13/2023

CASH ACCOUNT: 999 11010 CASH IN BANK - CITY

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
						CHECK TOTAL	**16.52**		
321	FERNO-WASHINGTON, INC	0001		INV	01/13/2023	913552			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10006041 73850		AMBULANCEFIELD EQ			526.20			
							526.20		
						CHECK TOTAL	**526.20**		
122	FILL-N-CHILL	0001		INV	02/08/2023	045832			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10005031 72780		POLICE	RM-VEH		186.00			
							186.00		
						CHECK TOTAL	**186.00**		
646	FLOOD COMMUNICATIONS	0001		INV	02/03/2023	58642-2			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 270 73150		MUSEUM	PROMO MAT		750.00			
							750.00		
646	FLOOD COMMUNICATIONS	0001		INV	02/15/2023	59135-1			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10003023 72305		PR-WP	ADVERTISE		200.00			
							200.00		
						CHECK TOTAL	**950.00**		
988	FNIC	0001		INV	01/18/2023	192003			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10009000 72505		OTHER-GOVTNS			4,062.00			
							4,062.00		
						CHECK TOTAL	**4,062.00**		
490	MATTHEW FRANKEN	0001		INV	02/12/2023	011323			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10005030 72030		911	PROF SERV		900.00			
							900.00		
						CHECK TOTAL	**900.00**		

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 230213 02/13/2023
DUE DATE: 02/13/2023

CASH ACCOUNT: 999	11010	CASH IN BANK - CITY								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE		AMOUNT	VOUCHER	CHECK
172	FYR-TEK	0001		INV	02/10/2023	S18099-9				
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10006040 72035		FIRE	TRAIN/CONF			300.00			
								300.00		
172	FYR-TEK	0001		INV	02/12/2023	18119-9				
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10006041 72780		AMBULANCERM-VEH				1,029.26			
								1,029.26		
							CHECK TOTAL	**1,329.26**		
836	G.L. WYENO HEARING SP	0001		INV	02/15/2023	0116				
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10005030 72030		911	PROF SERV			25.00			
								25.00		
							CHECK TOTAL	**25.00**		
52	GALE-CENGAGE LEARNING	0001		INV	12/10/2022	79638749				
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10004000 73012		LIBRARY	LIB COLL			123.16			
								123.16		
52	GALE-CENGAGE LEARNING	0001		INV	12/11/2022	79643856				
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10004000 73012		LIBRARY	LIB COLL			52.48			
								52.48		
52	GALE-CENGAGE LEARNING	0001		INV	12/11/2022	79643748				
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10004000 73012		LIBRARY	LIB COLL			175.14			
								175.14		
52	GALE-CENGAGE LEARNING	0001		INV	12/11/2022	79643936				
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10004000 73012		LIBRARY	LIB COLL			74.97			
								74.97		
52	GALE-CENGAGE LEARNING	0001		INV	12/11/2022	79644611				
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10004000 73012		LIBRARY	LIB COLL			71.22			
								71.22		

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 230213 02/13/2023
DUE DATE: 02/13/2023

CASH ACCOUNT: 999 11010 CASH IN BANK - CITY

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
52	GALE-CENGAGE LEARNING	0001		INV	12/11/2022	79644824			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10004000 73012		LIBRARY	LIB COLL		56.22			
							56.22		
52	GALE-CENGAGE LEARNING	0001		INV	12/11/2022	79644730			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10004000 73012		LIBRARY	LIB COLL		102.71			
							102.71		
52	GALE-CENGAGE LEARNING	0001		INV	12/15/2022	79658270			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10004000 73012		LIBRARY	LIB COLL		61.58			
							61.58		
52	GALE-CENGAGE LEARNING	0001		INV	12/23/2022	79688438			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10004000 73012		LIBRARY	LIB COLL		27.74			
							27.74		
						CHECK TOTAL	**745.22**		
89	GALL'S, LLC	0001		INV	02/05/2023	023156185			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 73165		FIRE	UNIFORM		79.71			
							79.71		
89	GALL'S, LLC	0001		INV	02/09/2023	023189052			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 73165		FIRE	UNIFORM		60.18			
							60.18		
89	GALL'S, LLC	0001		CRM	02/15/2023	023251163			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 73165		FIRE	UNIFORM		-87.59			
							-87.59		
89	GALL'S, LLC	0001		INV	02/16/2023	023255244			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 73165		FIRE	UNIFORM		337.66			
							337.66		
89	GALL'S, LLC	0001		INV	02/17/2023	023268299			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 73165		FIRE	UNIFORM		72.99			
							72.99		

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 230213 02/13/2023
DUE DATE: 02/13/2023

CASH ACCOUNT: 999 11010 CASH IN BANK - CITY

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
89	GALL'S, LLC	0001		INV	02/17/2023	023268304			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10006040 73165		FIRE	UNIFORM		526.79			
							526.79		
89	GALL'S, LLC	0001		INV	02/17/2023	023268305			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10006040 73165		FIRE	UNIFORM		190.95			
							190.95		
89	GALL'S, LLC	0001		INV	02/23/2023	023329043			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10006040 73165		FIRE	UNIFORM		39.78			
							39.78		
89	GALL'S, LLC	0001		INV	02/23/2023	023330533			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10006040 73165		FIRE	UNIFORM		19.00			
							19.00		
						CHECK TOTAL	**1,239.47**		
247	GANZ USA LLC	0001		INV	02/11/2023	SC35310			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 270 73122		MUSEUM	STORE MERC		7.99			
							7.99		
247	GANZ USA LLC	0001		INV	12/07/2022	9097990			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 270 73122		MUSEUM	STORE MERC		223.50			
							223.50		
247	GANZ USA LLC	0001		INV	12/10/2022	9100733			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 270 73122		MUSEUM	STORE MERC		575.40			
							575.40		
						CHECK TOTAL	**806.89**		
1877	HECTOR GONZALEZ	0001		INV	01/14/2024	267921			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10001015 72720		CLERK	RM-BLDG		80.00			
							80.00		
						CHECK TOTAL	**80.00**		

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 230213 02/13/2023
DUE DATE: 02/13/2023

CASH ACCOUNT: 999 11010 CASH IN BANK - CITY

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
603	GRACE'S LOCKSMITH SER	0001		INV	12/31/2022	66288			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 280 72720		STREET	RM-BLDG		8.00			
							8.00		
						CHECK TOTAL	**8.00**		
345	GREENING ENTERPRISES	0001		INV	02/24/2023	8195			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10006040 72770		FIRE	RM-TOOLS		174.95			
							174.95		
						CHECK TOTAL	**174.95**		
635	HASTINGS AREA CHAMBER	0001		INV	02/14/2023	717985			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 211 72405		BID	PRINTING		33.30			
							33.30		
						CHECK TOTAL	**33.30**		
119	HASTINGS DOWNTOWN CEN	0001		INV	02/16/2023	23-1021			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10004000 72905		LIBRARY	DUE/SUBS		200.00			
							200.00		
						CHECK TOTAL	**200.00**		
1472	HASTINGS MOTOR SALES	0001		INV	02/10/2023	011832			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10004000 72780		LIBRARY	RM-VEH		2,070.97			
							2,070.97		
						CHECK TOTAL	**2,070.97**		
623	HASTINGS OUTDOOR POWE	0001		INV	02/08/2023	40382			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10003022 72750		PR-PARKS	RM-HEAVY		6.00			
							6.00		
623	HASTINGS OUTDOOR POWE	0001		INV	02/04/2023	40367			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10003022 73126		PR-PARKS	FUEL/OIL		106.50			
							106.50		

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 230213 02/13/2023
DUE DATE: 02/13/2023

CASH ACCOUNT: 999 11010 CASH IN BANK - CITY

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
623	HASTINGS OUTDOOR POWE	0001		INV	02/05/2023	40370			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10003021 72915		PR-CEM	OTHER		13.00			
							13.00		
623	HASTINGS OUTDOOR POWE	0001		INV	11/11/2022	39681			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10003022 72750		PR-PARKS	RM-HEAVY		379.00			
							379.00		
623	HASTINGS OUTDOOR POWE	0001		INV	11/11/2022	39682			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10003022 73140		PR-PARKS	OTHER SUPP		70.00			
							70.00		
						CHECK TOTAL	**574.50**		
194	HASTINGS ROTARY CLUB	0001		INV	02/26/2023	HASSENSTAB 012723			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10003022 72905		PR-PARKS	DUE/SUBS		125.00			
							125.00		
						CHECK TOTAL	**125.00**		
652	HASTINGS TRIBUNE	0001		INV	01/30/2023	300136719			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10004000 72305		LIBRARY	ADVERTISE		5.11			
							5.11		
652	HASTINGS TRIBUNE	0001		INV	01/30/2023	300136333			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10004000 72305		LIBRARY	ADVERTISE		127.50			
							127.50		
652	HASTINGS TRIBUNE	0001		INV	01/30/2023	300136757			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10005031 72305		POLICE	ADVERTISE		114.00			
							114.00		
652	HASTINGS TRIBUNE	0001		INV	01/30/2023	300136604			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10006040 72305		FIRE	ADVERTISE		66.10			
							66.10		
						CHECK TOTAL	**312.71**		

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 230213 02/13/2023
DUE DATE: 02/13/2023

CASH ACCOUNT: 999 11010 CASH IN BANK - CITY

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
720	HASTINGS UTILITIES	0001		INV	01/18/2023	18720720-02 121922			

ACCOUNT DETAIL					LINE AMOUNT
1	10004000	72625	LIBRARY	WATER	23.63
2	10004000	72605	LIBRARY	ELECTRICIT	57.38
3	10004000	72615	LIBRARY	SEWER	14.51
4	10004000	72625	LIBRARY	WATER	3.49
5	10004000	72605	LIBRARY	ELECTRICIT	1.90

Amount: 100.91

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
720	HASTINGS UTILITIES	0001		INV	01/19/2023	18721090-02 122022			

ACCOUNT DETAIL					LINE AMOUNT
1	10004000	72610	LIBRARY	NAT GAS	799.67
2	10004000	72605	LIBRARY	ELECTRICIT	1,639.73
3	10004000	72625	LIBRARY	WATER	167.44
4	10004000	72605	LIBRARY	ELECTRICIT	-182.70
5	10004000	72605	LIBRARY	ELECTRICIT	158.20
6	10004000	72615	LIBRARY	SEWER	42.41
7	10004000	72625	LIBRARY	WATER	22.39

Amount: 2,647.14

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
720	HASTINGS UTILITIES	0001		INV	01/31/2023	02070930-00 113022			

ACCOUNT DETAIL					LINE AMOUNT
1	270	72605	MUSEUM	ELECTRICIT	4,755.73
2	270	72610	MUSEUM	NAT GAS	230.91
3	270	72605	MUSEUM	ELECTRICIT	131.77
4	270	72625	MUSEUM	WATER	172.24
5	270	72625	MUSEUM	WATER	14.40
6	270	72605	MUSEUM	ELECTRICIT	-746.46
7	270	72605	MUSEUM	ELECTRICIT	646.36
8	270	72615	MUSEUM	SEWER	50.78
9	270	72625	MUSEUM	WATER	22.39

Amount: 5,278.12

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
720	HASTINGS UTILITIES	0001		INV	01/21/2023	111627 123122			

ACCOUNT DETAIL					LINE AMOUNT
1	10008000	72605	AIRPORT	ELECTRICIT	825.18
2	10008000	72610	AIRPORT	NAT GAS	1,307.86
3	10008000	72615	AIRPORT	SEWER	91.52
4	10008000	72625	AIRPORT	WATER	208.89

Amount: 2,433.45

ACCOUNTS PAYABLE CHECK RUN REPORT
Detail Invoice List

CHECK RUN: 230213 02/13/2023
DUE DATE: 02/13/2023

CASH ACCOUNT: 999 11010 CASH IN BANK - CITY

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
720	HASTINGS UTILITIES	0001		INV	12/29/2022	09070920-00 112922			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 72605	FIRE	ELECTRICIT			1,145.73			
	2 10006040 72610	FIRE	NAT GAS			462.02			
	3 10006040 72625	FIRE	WATER			109.31			
	4 10006040 72615	FIRE	SEWER			53.57			
							1,770.63		
720	HASTINGS UTILITIES	0001		INV	01/19/2023	20751290-00 122022			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 72605	FIRE	ELECTRICIT			507.33			
	2 10006040 72610	FIRE	NAT GAS			594.45			
	3 10006040 72615	FIRE	SEWER			84.26			
	4 10006040 72625	FIRE	WATER			131.71			
							1,317.75		
720	HASTINGS UTILITIES	0001		INV	01/28/2023	19740650-00 122922			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 211 72311	BID	PI - PROMO			175.94			
							175.94		
						CHECK TOTAL	**13,723.94**		
720	HASTINGS UTILITIES	0001		INV	01/30/2023	6-6730			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 72771	STREET	RM-TRAF			2,061.76			
							2,061.76		
						CHECK TOTAL	**2,061.76**		
720	HASTINGS UTILITIES	0001		INV	01/30/2023	6-6729			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 72720	FIRE	RM-BLDG			8.95			
							8.95		
						CHECK TOTAL	**8.95**		
222	HEARTLAND PET CONNECT	0001		INV	02/22/2023	FEBRUARY 2023			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10005031 72924	POLICE	PET AGREE			4,833.33			
							4,833.33		
						CHECK TOTAL	**4,833.33**		

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 230213 02/13/2023
DUE DATE: 02/13/2023

CASH ACCOUNT: 999	11010	CASH IN BANK - CITY							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
655	HOMETOWN LEASING	0002		INV	02/12/2023	22795125 011323			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10001010 72915		CITY ADMIN	OTHER		782.79			
	2 10008000 72915		AIRPORT	OTHER		132.64			
	3 10002000 72760		DS	RM-OFFICE		411.20			
	4 280 72405		STREET	PRINTING		131.89			
	5 10003024 73001		PR-REC	OFF SUPP		309.82			
	6 10003022 73140		PR-PARKS	OTHER SUPP		126.58			
							1,894.92		
						CHECK TOTAL	**1,894.92**		
157	IDEA BANK MARKETING	0001		INV	12/30/2022	INV-14074			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 211 72002		BID	ADM EXP		95.00			
							95.00		
						CHECK TOTAL	**95.00**		
1862	IDEAMAN, INC	0001		INV	01/29/2023	178530			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 270 73122		MUSEUM	STORE MERC		1,234.71			
							1,234.71		
						CHECK TOTAL	**1,234.71**		
576	INTEGRATED SECURITY S	0001		INV	02/15/2023	20230074			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10005031 72720		POLICE	RM-BLDG		297.50			
							297.50		
						CHECK TOTAL	**297.50**		
1881	INTERNATIONAL ASSOCIA	0001		INV	01/18/2023	0248769			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10005031 72905		POLICE	DUE/SUBS		190.00			
							190.00		
						CHECK TOTAL	**190.00**		
586	K-T HEATING & AIR CON	0001		INV	01/26/2023	I4229			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10008000 72720		AIRPORT	RM-BLDG		353.84			

ACCOUNTS PAYABLE CHECK RUN REPORT
Detail Invoice List

CHECK RUN: 230213 02/13/2023
DUE DATE: 02/13/2023

CASH ACCOUNT: 999 11010 CASH IN BANK - CITY

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
							353.84		
586	K-T HEATING & AIR CON	0001		INV	02/11/2023	i4375			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10004000 72720		LIBRARY	RM-BLDG		635.00			
							635.00		
						CHECK TOTAL	**988.84**		
224	KRAMER'S AUTO PARTS &	0001		INV	02/16/2023	230114			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 610 72030		LANDFILL	PROF SERV		190.30			
							190.30		
						CHECK TOTAL	**190.30**		
658	KULLY PIPE & STEEL CO	0001		INV	02/10/2023	784123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 73772		FIRE	SUPP-SHOP		7.68			
							7.68		
						CHECK TOTAL	**7.68**		
670	L C L TRUCK EQUIPMENT	0001		INV	02/05/2023	INV1005322			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003022 72780		PR-PARKS	RM-VEH		845.95			
							845.95		
						CHECK TOTAL	**845.95**		
580	LAKESIDE AUTO BODY	0001		INV	02/18/2023	1559			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10005031 72780		POLICE	RM-VEH		1,113.05			
							1,113.05		
						CHECK TOTAL	**1,113.05**		
86	LAMAR COMPANIES	0001		INV	01/31/2023	114360300			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 270 72305		MUSEUM	ADVERTISE		300.00			
							300.00		
						CHECK TOTAL	**300.00**		

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 230213 02/13/2023
DUE DATE: 02/13/2023

CASH ACCOUNT: 999 11010		CASH IN BANK - CITY								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE		AMOUNT	VOUCHER	CHECK
669	LANDMARK IMPLEMENT, I	0001		INV	02/10/2023	11433209				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10003022 72750		PR-PARKS	RM-HEAVY		117.84				
								117.84		
669	LANDMARK IMPLEMENT, I	0001		INV	02/08/2023	11432251				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10003021 72750		PR-CEM	RM-HEAVY		145.24				
								145.24		
						CHECK TOTAL		**263.08**		
1833	LIFE-ASSIST, INC	0001		INV	02/24/2023	1288069				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10006041 73135		AMBULANCEMED SUPP			204.00				
								204.00		
						CHECK TOTAL		**204.00**		
148	LYNN PEAVEY COMPANY	0001		INV	02/11/2023	396774				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10005031 73850		POLICE	FIELD EQ		227.24				
								227.24		
						CHECK TOTAL		**227.24**		
589	MALOUF JR AND ASSOCIA	0001		INV	02/23/2023	IN-36155				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10006040 73720		FIRE	SUPP-BM		242.92				
								242.92		
						CHECK TOTAL		**242.92**		
1799	CHRISTINA MARTIN	0001		INV	02/19/2023	012023				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 230 72054		LIB GRANT	LIB PROG		300.00				
								300.00		
						CHECK TOTAL		**300.00**		
162	MARY LANNING BUSINESS	0001		INV	02/10/2023	3102190803				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 280 72915		STREET	OTHER		70.00				
								70.00		

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 230213 02/13/2023
DUE DATE: 02/13/2023

CASH ACCOUNT: 999	11010		CASH IN BANK - CITY							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE		AMOUNT	VOUCHER	CHECK
						CHECK TOTAL		**70.00**		
679	MATT FRIEND TRUCK EQU	0001		INV	02/25/2023	0092201-IN				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 280 72780		STREET	RM-VEH		36.00				
								36.00		
						CHECK TOTAL		**36.00**		
651	MC MASTER-CARR SUPPLY	0001		INV	12/17/2022	88395248				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 280 73160		STREET	SIGNS		504.22				
								504.22		
						CHECK TOTAL		**504.22**		
601	MENARDS	0001		INV	02/03/2023	45026				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 233 74121		PARK GRANT	INF IMP		228.97				
								228.97		
601	MENARDS	0001		INV	02/03/2023	45060				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10005031 72720		POLICE	RM-BLDG		169.99				
								169.99		
601	MENARDS	0001		INV	02/08/2023	45264				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10005031 73720		POLICE	SUPP-BM		8.99				
	2 10005031 72780		POLICE	RM-VEH		8.42				
	3 10005031 73001		POLICE	OFF SUPP		35.81				
	4 10005031 73850		POLICE	FIELD EQ		19.94				
								73.16		
601	MENARDS	0001		INV	01/08/2023	43964				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 280 72720		STREET	RM-BLDG		57.74				
								57.74		
601	MENARDS	0001		INV	02/04/2023	45070				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10008000 72720		AIRPORT	RM-BLDG		138.63				
								138.63		

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 230213 02/13/2023
DUE DATE: 02/13/2023

CASH ACCOUNT: 999 11010 CASH IN BANK - CITY

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
601	MENARDS	0001		INV	01/22/2023	44585			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003020 72720		PR-AUD	RM-BLDG		98.30			
							98.30		
601	MENARDS	0001		CRM	02/05/2023	45137			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003020 72720		PR-AUD	RM-BLDG		-7.32			
							-7.32		
601	MENARDS	0001		INV	02/05/2023	45142			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003020 72720		PR-AUD	RM-BLDG		58.10			
							58.10		
601	MENARDS	0001		INV	02/12/2023	45469			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 72720		STREET	RM-BLDG		110.61			
							110.61		
601	MENARDS	0001		INV	02/03/2023	45043			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 72720		STREET	RM-BLDG		11.76			
							11.76		
601	MENARDS	0001		INV	02/04/2023	45104			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003021 73720		PR-CEM	SUPP-BM		46.64			
							46.64		
601	MENARDS	0001		INV	02/05/2023	45123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003021 73721		PR-CEM	SUPP-ELEC		5.38			
							5.38		
601	MENARDS	0001		INV	02/11/2023	45416			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003022 72720		PR-PARKS	RM-BLDG		63.71			
							63.71		
601	MENARDS	0001		INV	02/11/2023	45410			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 72035		FIRE	TRAIN/CONF		106.00			
							106.00		

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 230213 02/13/2023
DUE DATE: 02/13/2023

CASH ACCOUNT: 999	11010		CASH IN BANK - CITY										
VENDOR			REMIT	PO		TYPE	DUE DATE	INVOICE		AMOUNT	VOUCHER	CHECK	
601	MENARDS		0001			INV	02/15/2023	45606					
	ACCOUNT DETAIL								LINE AMOUNT				
	1	10006040 73772		FIRE	SUPP-SHOP				77.48				
										77.48			
601	MENARDS		0001			INV	02/23/2023	45971					
	ACCOUNT DETAIL								LINE AMOUNT				
	1	610 73720		LANDFILL	SUPP-BM				41.29				
										41.29			
601	MENARDS		0001			INV	02/23/2023	45931					
	ACCOUNT DETAIL								LINE AMOUNT				
	1	10002000 73001		DS	OFF SUPP				40.85				
										40.85			
601	MENARDS		0001			INV	02/24/2023	46010					
	ACCOUNT DETAIL								LINE AMOUNT				
	1	10003022 72780		PR-PARKS	RM-VEH				196.94				
										196.94			
601	MENARDS		0001			INV	02/17/2023	45698					
	ACCOUNT DETAIL								LINE AMOUNT				
	1	280 73772		STREET	SUPP-SHOP				15.87				
										15.87			
601	MENARDS		0001			INV	02/19/2023	45769					
	ACCOUNT DETAIL								LINE AMOUNT				
	1	270 73721		MUSEUM	SUPP-ELEC				65.94				
	2	270 73720		MUSEUM	SUPP-BM				20.96				
	3	270 73710		MUSEUM	LANDSCAPE				65.91				
	4	270 73710		MUSEUM	LANDSCAPE				-13.12				
										139.69			
									CHECK TOTAL	**1,673.79**			
411	MIDWEST AUTOMATIC FIR		0001			INV	02/11/2023	21439					
	ACCOUNT DETAIL								LINE AMOUNT				
	1	10005031 72030		POLICE	PROF SERV				475.00				
										475.00			
									CHECK TOTAL	**475.00**			
218	MIDWEST TAPE		0001			INV	02/08/2023	503213746					
	ACCOUNT DETAIL								LINE AMOUNT				
	1	10004000 73012		LIBRARY	LIB COLL				267.69				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 230213 02/13/2023
DUE DATE: 02/13/2023

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
CASH ACCOUNT: 999	11010		CASH IN BANK - CITY						
							267.69		
218	MIDWEST TAPE	0001		INV	02/16/2023	503247428			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10004000 73012		LIBRARY	LIB COLL		204.95			
	2 10004000 72914		LIBRARY	PROC FEE		11.25			
							216.20		
218	MIDWEST TAPE	0001		INV	02/16/2023	503247427			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10004000 73012		LIBRARY	LIB COLL		198.66			
	2 10004000 72914		LIBRARY	PROC FEE		30.85			
							229.51		
218	MIDWEST TAPE	0001		INV	02/23/2023	503278132			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10004000 73012		LIBRARY	LIB COLL		164.62			
							164.62		
						CHECK TOTAL	**878.02**		
28	MIDWEST TURF & IRRIGA	0001		INV	02/10/2023	3903553-00			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003022 72750		PR-PARKS	RM-HEAVY		559.20			
							559.20		
28	MIDWEST TURF & IRRIGA	0001		INV	02/12/2023	3903553-01			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003022 72750		PR-PARKS	RM-HEAVY		627.27			
							627.27		
28	MIDWEST TURF & IRRIGA	0001		INV	02/23/2023	3903978-00			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003022 72750		PR-PARKS	RM-HEAVY		109.29			
							109.29		
28	MIDWEST TURF & IRRIGA	0001		INV	02/25/2023	3903914-00			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003022 72750		PR-PARKS	RM-HEAVY		270.63			
							270.63		
						CHECK TOTAL	**1,566.39**		
235	MORBARK, LLC	0001		INV	02/11/2023	8366866			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 610 72750		LANDFILL	RM-HEAVY		92.23			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 230213 02/13/2023
DUE DATE: 02/13/2023

CASH ACCOUNT: 999	11010		CASH IN BANK - CITY							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE		AMOUNT	VOUCHER	CHECK
								92.23		
						CHECK TOTAL		**92.23**		
1849	MR. SPARKLES CLEANING	0001		INV	02/21/2023	27991				
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10005031 72030		POLICE	PROF SERV		126.00				
								126.00		
						CHECK TOTAL		**126.00**		
138	MUSEUM - FOUNDATION	0001		INV	02/03/2023	123022				
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 270 73122		MUSEUM	STORE MERC		24.95				
								24.95		
						CHECK TOTAL		**24.95**		
688	N A P A AUTO PARTS	0001		INV	02/08/2023	161653				
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 610 72750		LANDFILL	RM-HEAVY		30.93				
								30.93		
688	N A P A AUTO PARTS	0001		INV	01/27/2023	159500				
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10003022 72780		PR-PARKS	RM-VEH		82.97				
								82.97		
688	N A P A AUTO PARTS	0001		INV	01/29/2023	160023				
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10003022 72750		PR-PARKS	RM-HEAVY		29.10				
								29.10		
688	N A P A AUTO PARTS	0001		INV	02/02/2023	160322				
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10003022 72780		PR-PARKS	RM-VEH		2.25				
								2.25		
688	N A P A AUTO PARTS	0001		INV	02/02/2023	160458				
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10003022 72750		PR-PARKS	RM-HEAVY		40.95				
								40.95		
688	N A P A AUTO PARTS	0001		INV	02/04/2023	161023				
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10003022 72750		PR-PARKS	RM-HEAVY		260.16				

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 230213 02/13/2023
DUE DATE: 02/13/2023

CASH ACCOUNT: 999 11010 CASH IN BANK - CITY

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
							260.16		
688	N A P A AUTO PARTS	0001		INV	02/08/2023	161547			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003022 72750		PR-PARKS	RM-HEAVY		44.60			
							44.60		
688	N A P A AUTO PARTS	0001		INV	02/10/2023	162297			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003022 72750		PR-PARKS	RM-HEAVY		124.18			
							124.18		
688	N A P A AUTO PARTS	0001		INV	02/09/2023	161817			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003021 72780		PR-CEM	RM-VEH		44.22			
							44.22		
688	N A P A AUTO PARTS	0001		INV	02/11/2023	162478			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003021 72780		PR-CEM	RM-VEH		94.52			
							94.52		
688	N A P A AUTO PARTS	0001		INV	02/11/2023	162387			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003022 72750		PR-PARKS	RM-HEAVY		84.11			
							84.11		
688	N A P A AUTO PARTS	0001		INV	02/18/2023	163950			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 610 72750		LANDFILL	RM-HEAVY		17.77			
							17.77		
688	N A P A AUTO PARTS	0001		INV	02/22/2023	164429			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 610 72750		LANDFILL	RM-HEAVY		18.25			
							18.25		
688	N A P A AUTO PARTS	0001		INV	02/19/2023	164170			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003021 72780		PR-CEM	RM-VEH		154.40			
							154.40		
688	N A P A AUTO PARTS	0001		INV	02/19/2023	164208			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003021 72720		PR-CEM	RM-BLDG		41.88			
							41.88		

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 230213 02/13/2023
DUE DATE: 02/13/2023

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	02/12/2023	162901			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003022 72780		PR-PARKS	RM-VEH		213.06			
							213.06		
688	N A P A AUTO PARTS	0001		INV	02/12/2023	162833			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003022 72780		PR-PARKS	RM-VEH		46.49			
							46.49		
688	N A P A AUTO PARTS	0001		INV	02/17/2023	163739			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003022 72750		PR-PARKS	RM-HEAVY		15.28			
							15.28		
688	N A P A AUTO PARTS	0001		INV	02/24/2023	165098			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003022 72780		PR-PARKS	RM-VEH		19.98			
							19.98		
688	N A P A AUTO PARTS	0001		INV	02/24/2023	165019			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003022 72780		PR-PARKS	RM-VEH		125.64			
							125.64		
688	N A P A AUTO PARTS	0001		INV	02/24/2023	165161			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003022 72750		PR-PARKS	RM-HEAVY		83.09			
							83.09		
688	N A P A AUTO PARTS	0001		INV	02/26/2023	165535			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 610 72750		LANDFILL	RM-HEAVY		551.84			
							551.84		
688	N A P A AUTO PARTS	0001		INV	02/22/2023	164399			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 72750		STREET	RM-HEAVY		304.04			
							304.04		
688	N A P A AUTO PARTS	0001		INV	02/22/2023	164558			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 72750		STREET	RM-HEAVY		52.19			
							52.19		

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 230213 02/13/2023
DUE DATE: 02/13/2023

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	02/22/2023	164499			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 72750		STREET	RM-HEAVY		88.23			
							88.23		
688	N A P A AUTO PARTS	0001		INV	02/26/2023	165496			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 72750		STREET	RM-HEAVY		123.15			
							123.15		
688	N A P A AUTO PARTS	0001		INV	02/25/2023	165203			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 72750		STREET	RM-HEAVY		75.97			
							75.97		
688	N A P A AUTO PARTS	0001		INV	02/16/2023	163543			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 72750		STREET	RM-HEAVY		56.60			
							56.60		
688	N A P A AUTO PARTS	0001		INV	02/09/2023	161837			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 72780		STREET	RM-VEH		47.57			
							47.57		
688	N A P A AUTO PARTS	0001		INV	02/05/2023	161299			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 73772		STREET	SUPP-SHOP		5.60			
							5.60		
688	N A P A AUTO PARTS	0001		INV	02/05/2023	161298			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 72750		STREET	RM-HEAVY		68.76			
							68.76		
688	N A P A AUTO PARTS	0001		INV	02/16/2023	163468			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 72750		STREET	RM-HEAVY		60.78			
							60.78		
688	N A P A AUTO PARTS	0001		INV	02/16/2023	163519			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 72750		STREET	RM-HEAVY		401.97			
							401.97		

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 230213 02/13/2023
DUE DATE: 02/13/2023

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	02/16/2023	163431			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 72750		STREET	RM-HEAVY		22.92			
							22.92		
688	N A P A AUTO PARTS	0001		CRM	02/24/2023	165103			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 72750		STREET	RM-HEAVY		-76.50			
							-76.50		
688	N A P A AUTO PARTS	0001		INV	02/19/2023	164040			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 72780		STREET	RM-VEH		110.99			
							110.99		
688	N A P A AUTO PARTS	0001		INV	02/08/2023	161535			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 72720		STREET	RM-BLDG		619.98			
							619.98		
688	N A P A AUTO PARTS	0001		INV	02/24/2023	164992			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 72750		STREET	RM-HEAVY		198.44			
							198.44		
						CHECK TOTAL	**4,286.36**		
59	NE LAW ENFORCEMENT TR	0001		INV	02/12/2023	11550			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10005031 72035		POLICE	TRAIN/CONF		216.00			
							216.00		
59	NE LAW ENFORCEMENT TR	0001		INV	02/15/2023	11560			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10005031 72035		POLICE	TRAIN/CONF		288.00			
							288.00		
						CHECK TOTAL	**504.00**		
239	NE OFFICIAL SOFT DRIN	0001		INV	01/31/2023	123122			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 270 73122		MUSEUM	STORE MERC		135.00			
							135.00		
						CHECK TOTAL	**135.00**		

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 230213 02/13/2023
DUE DATE: 02/13/2023

CASH ACCOUNT: 999	11010		CASH IN BANK - CITY							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
62	NE PUBLIC HEALTH ENVI	0001		INV	02/16/2023	560145			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10005031 72030		POLICE	PROF SERV		735.00			
							735.00		
						CHECK TOTAL	**735.00**		
656	NEBRASKA MACHINERY CO	0001		INV	02/18/2023	CUI1178789			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 610 72750		LANDFILL	RM-HEAVY		591.66			
							591.66		
656	NEBRASKA MACHINERY CO	0001		INV	02/15/2023	CUI1177405			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 72750		STREET	RM-HEAVY		304.22			
							304.22		
656	NEBRASKA MACHINERY CO	0001		INV	02/12/2023	CUI1176727			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 72750		STREET	RM-HEAVY		345.24			
							345.24		
						CHECK TOTAL	**1,241.12**		
637	NEBRASKA TRUCK CENTER	0001		INV	02/08/2023	HASIN291381			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 610 72750		LANDFILL	RM-HEAVY		86.93			
							86.93		
						CHECK TOTAL	**86.93**		
464	NEMAHA COUNTY SHERIFF	0001		INV	02/24/2023	012523			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10005030 72030		911	PROF SERV		106.78			
							106.78		
						CHECK TOTAL	**106.78**		
700	NORTHERN SAFETY CO.,	0001		INV	01/20/2023	905144957			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 610 73170		LANDFILL	WEARING		144.56			
							144.56		

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 230213 02/13/2023
DUE DATE: 02/13/2023

CASH ACCOUNT:	999	11010	CASH IN BANK - CITY							
VENDOR		**REMIT**	**PO**	**TYPE**	**DUE DATE**	**INVOICE**	**AMOUNT**	**VOUCHER**	**CHECK**
700	NORTHERN SAFETY CO.,	0001		INV	02/02/2023	905166620			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 610 73170		LANDFILL	WEARING		126.49			
							126.49		
						CHECK TOTAL	**271.05**		
689	NUTRIEN AG SOLUTIONS	0001		INV	02/04/2023	50141643			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10003021 73126		PR-CEM	FUEL/OIL		408.15			
							408.15		
689	NUTRIEN AG SOLUTIONS	0001		INV	02/23/2023	50183230			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10003021 73126		PR-CEM	FUEL/OIL		276.00			
							276.00		
689	NUTRIEN AG SOLUTIONS	0001		INV	02/11/2023	50156604			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 280 73126		STREET	FUEL/OIL		120.00			
							120.00		
689	NUTRIEN AG SOLUTIONS	0001		INV	02/05/2023	50143367			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 280 73126		STREET	FUEL/OIL		30.00			
							30.00		
						CHECK TOTAL	**834.15**		
690	OLSSON	0001		INV	02/12/2023	445638			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 610 72030		LANDFILL	PROF SERV		1,386.78			
							1,386.78		
690	OLSSON	0001		INV	02/22/2023	446283			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 285 74229		ST CONSTR	CAP IMP		4,354.25			
							4,354.25		
						CHECK TOTAL	**5,741.03**		
1400	DARIN CHAON	0000		INV	02/24/2023	REIMBURSEMENT			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 280 72915		STREET	OTHER		26.74			
							26.74		

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 230213 02/13/2023
DUE DATE: 02/13/2023

CASH ACCOUNT: 999	11010			CASH IN BANK - CITY							
VENDOR		REMIT	PO		TYPE	DUE DATE	INVOICE		AMOUNT	VOUCHER	CHECK
							CHECK TOTAL		26.74		
693	OVERHEAD DOOR CO OF C	0001			INV	02/15/2023	47492				
	ACCOUNT DETAIL							LINE AMOUNT			
	1 10005031 72720		POLICE	RM-BLDG				1,230.48			
									1,230.48		
693	OVERHEAD DOOR CO OF C	0001			INV	02/12/2023	47478				
	ACCOUNT DETAIL							LINE AMOUNT			
	1 10005031 72720		POLICE	RM-BLDG				123.87			
									123.87		
							CHECK TOTAL		1,354.35		
633	W.G. PAULEY LUMBER CO	0001			INV	01/01/2023	127949				
	ACCOUNT DETAIL							LINE AMOUNT			
	1 10001015 72720		CLERK	RM-BLDG				109.92			
									109.92		
							CHECK TOTAL		109.92		
18	PEPSI-COLA BOTTLING C	0001			INV	02/12/2023	6100086030				
	ACCOUNT DETAIL							LINE AMOUNT			
	1 270 73121		MUSEUM	CONC-RES				160.50			
									160.50		
18	PEPSI-COLA BOTTLING C	0001			INV	02/19/2023	6100086462				
	ACCOUNT DETAIL							LINE AMOUNT			
	1 270 73121		MUSEUM	CONC-RES				85.80			
									85.80		
							CHECK TOTAL		246.30		
594	PLATTE VALLEY COMMUNI	0001			INV	02/10/2023	36187				
	ACCOUNT DETAIL							LINE AMOUNT			
	1 10005031 72780		POLICE	RM-VEH				88.75			
									88.75		
							CHECK TOTAL		88.75		
31	POLICE DEPT. - PETTY	0001			INV	02/16/2023	BRAD CUNNINGHAM				
	ACCOUNT DETAIL							LINE AMOUNT			
	1 10005031 73120		POLICE	FOOD SUPP				18.77			
									18.77		

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 230213 02/13/2023
DUE DATE: 02/13/2023

CASH ACCOUNT: 999 11010 CASH IN BANK - CITY

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
						CHECK TOTAL	**18.77**		
24	PRESTO-X	0001		INV	02/08/2023	30214837			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10004000 72720		LIBRARY	RM-BLDG		63.28			
							63.28		
						CHECK TOTAL	**63.28**		
24	PRESTO-X	0001		INV	02/08/2023	30214835			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10001015 72720		CLERK	RM-BLDG		70.06			
							70.06		
						CHECK TOTAL	**70.06**		
24	PRESTO-X	0001		INV	02/08/2023	30214846			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10006040 72622		FIRE	PEST CONTR		58.30			
							58.30		
						CHECK TOTAL	**58.30**		
24	PRESTO-X	0001		INV	02/08/2023	30214845			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10006040 72622		FIRE	PEST CONTR		45.10			
							45.10		
						CHECK TOTAL	**45.10**		
24	PRESTO-X	0001		INV	02/08/2023	30214918			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10006040 72622		FIRE	PEST CONTR		61.02			
							61.02		
						CHECK TOTAL	**61.02**		
1544	PRIMA DISTRIBUTION, I	0001		INV	02/05/2023	000139404			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 270 73121		MUSEUM	CONC-RES		660.25			
							660.25		
						CHECK TOTAL	**660.25**		

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 230213 02/13/2023
DUE DATE: 02/13/2023

CASH ACCOUNT: 999	11010		CASH IN BANK - CITY									
VENDOR			REMIT	PO		TYPE	DUE DATE	INVOICE		AMOUNT	VOUCHER	CHECK
209	QUALITY SOUND & COMMU		0001			INV	01/31/2023	95434				
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10008000 72720		AIRPORT	RM-BLDG			147.00				
										147.00		
								CHECK TOTAL		**147.00**		
408	QUICK LANE TIRE & AUT		0001			INV	02/11/2023	53018				
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10005031 72780		POLICE	RM-VEH			150.80				
										150.80		
408	QUICK LANE TIRE & AUT		0001			INV	02/19/2023	53367				
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10005031 72780		POLICE	RM-VEH			599.00				
										599.00		
								CHECK TOTAL		**749.80**		
609	RAYNOR DOORS OF CENTR		0001			INV	02/08/2023	37203				
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10003022 72720		PR-PARKS	RM-BLDG			64.20				
										64.20		
								CHECK TOTAL		**64.20**		
319	REAL D INC.		0001			INV	02/23/2023	INV176759				
	ACCOUNT DETAIL							LINE AMOUNT				
	1	270 72815		MUSEUM	FILM ROY			23.50				
										23.50		
								CHECK TOTAL		**23.50**		
541	RIVOLI THEATRE		0001			INV	02/09/2023	71227				
	ACCOUNT DETAIL							LINE AMOUNT				
	1	270 73121		MUSEUM	CONC-RES			240.00				
										240.00		
								CHECK TOTAL		**240.00**		
611	RUSS'S MARKET		0001			INV	02/16/2023	14021				
	ACCOUNT DETAIL							LINE AMOUNT				
	1	230 72054		LIB GRANT	LIB PROG			21.87				
										21.87		

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 230213 02/13/2023
DUE DATE: 02/13/2023

CASH ACCOUNT: 999	11010			CASH IN BANK - CITY							
VENDOR		REMIT	PO	TYPE		DUE DATE	INVOICE		AMOUNT	VOUCHER	CHECK
							CHECK TOTAL		21.87		
564	RUTT'S HEATING & AC	0001		INV		02/04/2023	9646-124				
	ACCOUNT DETAIL						LINE AMOUNT				
	1 610 72720		LANDFILL	RM-BLDG			290.86				
									290.86		
							CHECK TOTAL		290.86		
234	S K FILMS, INC.	0001		INV		02/09/2023	8284US				
	ACCOUNT DETAIL						LINE AMOUNT				
	1 270 72815		MUSEUM	FILM ROY			4.20				
									4.20		
							CHECK TOTAL		4.20		
234	S K FILMS, INC.	0001		INV		02/09/2023	8285US				
	ACCOUNT DETAIL						LINE AMOUNT				
	1 270 72815		MUSEUM	FILM ROY			939.13				
									939.13		
							CHECK TOTAL		939.13		
234	S K FILMS, INC.	0001		INV		02/09/2023	8286US				
	ACCOUNT DETAIL						LINE AMOUNT				
	1 270 72815		MUSEUM	FILM ROY			140.70				
									140.70		
							CHECK TOTAL		140.70		
625	S O S PORTABLE TOILET	0001		INV		02/06/2023	49500				
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10005031 72030		POLICE	PROF SERV			50.00				
									50.00		
							CHECK TOTAL		50.00		
657	SAPP BROTHERS PETROLE	0001		INV		02/08/2023	IN4047398				
	ACCOUNT DETAIL						LINE AMOUNT				
	1 610 73126		LANDFILL	FUEL/OIL			1,712.70				
									1,712.70		

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 230213 02/13/2023
DUE DATE: 02/13/2023

CASH ACCOUNT: 999 11010 CASH IN BANK - CITY

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
657	SAPP BROTHERS PETROLE	0001		INV	02/05/2023	IN4045617			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003022 73126		PR-PARKS	FUEL/OIL		1,307.16			
							1,307.16		
657	SAPP BROTHERS PETROLE	0001		INV	02/15/2023	IN4054232			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 610 73126		LANDFILL	FUEL/OIL		2,730.24			
							2,730.24		
657	SAPP BROTHERS PETROLE	0001		INV	02/22/2023	IN4061085			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 610 73126		LANDFILL	FUEL/OIL		1,489.92			
							1,489.92		
657	SAPP BROTHERS PETROLE	0001		INV	02/10/2023	IN4050239			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 73126		STREET	FUEL/OIL		5,486.40			
							5,486.40		
657	SAPP BROTHERS PETROLE	0001		INV	02/18/2023	IN4057892			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 73126		STREET	FUEL/OIL		5,802.00			
							5,802.00		
657	SAPP BROTHERS PETROLE	0001		INV	01/29/2023	IN4041972			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 73126		STREET	FUEL/OIL		5,875.00			
							5,875.00		
						CHECK TOTAL	**24,403.42**		
596	SHIRT SHACK HASTINGS	0001		INV	02/03/2023	H14897			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10004000 73170		LIBRARY	WEARING		451.25			
							451.25		
596	SHIRT SHACK HASTINGS	0001		INV	05/19/2022	h13760			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003022 73170		PR-PARKS	WEARING		397.50			
							397.50		
						CHECK TOTAL	**848.75**		

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 230213 02/13/2023
DUE DATE: 02/13/2023

CASH ACCOUNT: 999 11010 CASH IN BANK - CITY

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
386	SITE ONE LANDSCAPE SU	0001	22300054	INV	02/12/2023	125573467-0012			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10003022 73115		PR-PARKS	CHEMICAL		1,734.64			
	2 10003022 73116		PR-PARKS	FERTLIZER		25,996.69			
							27,731.33		
						CHECK TOTAL	**27,731.33**		
246	SONY PICTURES	0001		INV	02/16/2023	2656510			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 270 72815		MUSEUM	FILM ROY		209.55			
							209.55		
						CHECK TOTAL	**209.55**		
515	STARNET TECHNOLOGIES	0001		INV	02/18/2023	0092257-IN			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 610 72905		LANDFILL	DUE/SUBS		240.00			
							240.00		
						CHECK TOTAL	**240.00**		
125	STATE OF NE - DAS STA	0001		INV	02/22/2023	1353956			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10005030 72620		911	TELEPHONE		1,109.06			
							1,109.06		
						CHECK TOTAL	**1,109.06**		
848	STRONG TECHNICAL SERV	0001		INV	02/10/2023	SIN147652			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 270 72750		MUSEUM	RM-HEAVY		94.98			
							94.98		
848	STRONG TECHNICAL SERV	0001		INV	02/22/2023	SIN147873			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 270 72750		MUSEUM	RM-HEAVY		1,209.10			
							1,209.10		
						CHECK TOTAL	**1,304.08**		
252	SWANK MOTION PICTURES	0001		INV	02/18/2023	BO 2000482			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 270 72410		MUSEUM	FILM PRINT		480.00			

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 230213 02/13/2023
DUE DATE: 02/13/2023

CASH ACCOUNT: 999 11010 CASH IN BANK - CITY

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE		AMOUNT	VOUCHER	CHECK
								480.00		
							CHECK TOTAL	**480.00**		
23	TERRY HAYNES	0001		INV	02/10/2023	28639				
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 610 72750		LANDFILL	RM-HEAVY			1,036.00			
								1,036.00		
23	TERRY HAYNES	0001		INV	02/23/2023	28670				
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10003022 72750		PR-PARKS	RM-HEAVY			379.00			
								379.00		
23	TERRY HAYNES	0001		INV	02/09/2023	28634				
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 280 72750		STREET	RM-HEAVY			342.00			
								342.00		
							CHECK TOTAL	**1,757.00**		
1620	KEN TJADEN	0001		INV	02/26/2023	073993				
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 211 72721		BID	RM-GROUNDS			220.00			
								220.00		
							CHECK TOTAL	**220.00**		
342	TRADE WELL PALLET, IN	0001		INV	01/18/2023	8239				
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10003022 73710		PR-PARKS	LANDSCAPE			350.00			
								350.00		
342	TRADE WELL PALLET, IN	0001		INV	01/19/2023	8265-k				
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10003022 73710		PR-PARKS	LANDSCAPE			1,350.00			
								1,350.00		
							CHECK TOTAL	**1,700.00**		
1463	TUMBLEWEED PRESS INC	0001		INV	03/03/2023	112784				
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10004000 73012		LIBRARY	LIB COLL			799.00			
								799.00		
							CHECK TOTAL	**799.00**		

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 230213 02/13/2023
DUE DATE: 02/13/2023

CASH ACCOUNT: 999 11010 CASH IN BANK - CITY

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
372	UNIQUE MANAGEMENT SVC	0001		INV	01/31/2023	6108365			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10004000 72030		LIBRARY	PROF SERV		104.85			
							104.85		
						CHECK TOTAL	**104.85**		
294	US BANK	0001		INV	02/08/2023	GRAINGER 2023-01-09			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 610 73710		LANDFILL	LANDSCAPE		192.14			
							192.14		
294	US BANK	0001		INV	02/12/2023	AURORA WORLD			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 270 73122		MUSEUM	STORE MERC		462.87			
							462.87		
294	US BANK	0001		INV	02/11/2023	NE.GOV			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 270 73724		MUSEUM	EVENT EX		42.75			
							42.75		
294	US BANK	0001		INV	02/09/2023	ZOOM			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 270 72905		MUSEUM	DUE/SUBS		160.39			
							160.39		
294	US BANK	0001		INV	02/02/2023	HMN 12023			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 270 73146		MUSEUM	ED EXP		75.00			
							75.00		
294	US BANK	0001		INV	02/04/2023	SPECIALTY STORE SERV			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 270 73723		MUSEUM	SUPP-EX		77.50			
							77.50		
294	US BANK	0001		INV	02/10/2023	MICROSOFT			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 720 73725		IT FUND	COMPT SOFT		16.24			
	2 720 73727		IT FUND	SFTW UTIL		13.29			
							29.53		

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 230213 02/13/2023
DUE DATE: 02/13/2023

CASH ACCOUNT: 999	11010	CASH IN BANK - CITY								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
294	US BANK	0001		INV	02/10/2023	TUCOWS.COM				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 720 73725		IT FUND	COMPT SOFT		62.00				
	2 720 73727		IT FUND	SFTW UTIL		18.00				
							80.00			
294	US BANK	0001		INV	02/11/2023	AMZN MKT				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 720 74355		IT FUND	COMP EQ		31.41				
							31.41			
294	US BANK	0001		INV	02/12/2023	US POSTAL SER 230113				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 610 72105		LANDFILL	POSTAGE		240.00				
							240.00			
294	US BANK	0001		INV	02/10/2023	COACH'S CORNER				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 270 73724		MUSEUM	EVENT EX		38.42				
							38.42			
294	US BANK	0001		INV	02/10/2023	HYVEE				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 270 73724		MUSEUM	EVENT EX		184.44				
							184.44			
294	US BANK	0001		INV	02/10/2023	UNIV OF NE EVENT REG				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10003022 72035		PR-PARKS	TRAIN/CONF		95.00				
							95.00			
294	US BANK	0001		INV	02/11/2023	UNIV OF NE EVENT REG				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10003022 72035		PR-PARKS	TRAIN/CONF		95.00				
							95.00			
294	US BANK	0001		INV	02/10/2023	AMZN MKTP				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10003023 73135		PR-WP	MED SUPP		251.20				
							251.20			
294	US BANK	0001		INV	02/12/2023	GOTOCOM				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 720 73725		IT FUND	COMPT SOFT		52.38				
	2 720 73727		IT FUND	SFTW UTIL		42.86				
							95.24			

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 230213 02/13/2023
DUE DATE: 02/13/2023

CASH ACCOUNT: 999 11010 CASH IN BANK - CITY

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
294	US BANK	0001		INV	02/15/2023	DIGICERT			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 720 73731		IT FUND	GIS CITY		268.00			
							268.00		
294	US BANK	0001		INV	02/16/2023	MSFT			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 720 73725		IT FUND	COMPT SOFT		83.60			
	2 720 73727		IT FUND	SFTW UTIL		68.40			
							152.00		
294	US BANK	0001		INV	02/16/2023	MSFT			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 720 73725		IT FUND	COMPT SOFT		8,650.40			
	2 720 73727		IT FUND	SFTW UTIL		7,077.60			
							15,728.00		
294	US BANK	0001		INV	02/16/2023	MSFT			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 720 73725		IT FUND	COMPT SOFT		38.56			
	2 720 73727		IT FUND	SFTW UTIL		31.55			
							70.11		
294	US BANK	0001		INV	02/16/2023	MSFT			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 720 73725		IT FUND	COMPT SOFT		11.00			
	2 720 73727		IT FUND	SFTW UTIL		9.00			
							20.00		
294	US BANK	0001		INV	02/16/2023	AMZN MKTP			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 720 74355		IT FUND	COMP EQ		29.97			
							29.97		
294	US BANK	0001		INV	02/17/2023	AMAZON.COM			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 720 74355		IT FUND	COMP EQ		47.95			
	2 720 74357		IT FUND	EQUIP UTIL		39.23			
							87.18		
294	US BANK	0001		INV	02/17/2023	AMZN MKTP			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 720 74355		IT FUND	COMP EQ		41.65			
	2 720 74357		IT FUND	EQUIP UTIL		34.07			
							75.72		

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 230213 02/13/2023
DUE DATE: 02/13/2023

CASH ACCOUNT: 999 11010 CASH IN BANK - CITY

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
294	US BANK	0001		INV	02/18/2023	LEGO			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 230 72054		LIB GRANT	LIB PROG		23.70			
							23.70		
294	US BANK	0001		INV	02/18/2023	LEGO			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 230 72054		LIB GRANT	LIB PROG		85.60			
							85.60		
294	US BANK	0001		INV	02/18/2023	AMAZON			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10004000 73012		LIBRARY	LIB COLL		9.99			
							9.99		
294	US BANK	0001		INV	02/17/2023	AMAZON			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10004000 73012		LIBRARY	LIB COLL		9.99			
							9.99		
294	US BANK	0001		INV	02/17/2023	AMAZON			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10004000 73012		LIBRARY	LIB COLL		37.49			
							37.49		
294	US BANK	0001		INV	02/17/2023	AMAZON			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10004000 73012		LIBRARY	LIB COLL		9.99			
							9.99		
294	US BANK	0001		INV	02/17/2023	AMAZON			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10004000 73012		LIBRARY	LIB COLL		9.99			
							9.99		
294	US BANK	0001		INV	02/17/2023	AMAZON			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10004000 73012		LIBRARY	LIB COLL		9.99			
							9.99		
294	US BANK	0001		INV	02/12/2023	AMAZON			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10004000 73005		LIBRARY	LIB MAKER		24.29			
							24.29		

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 230213 02/13/2023
DUE DATE: 02/13/2023

CASH ACCOUNT: 999	11010	CASH IN BANK - CITY							
VENDOR		**REMIT**	**PO**	**TYPE**	**DUE DATE**	**INVOICE**	**AMOUNT**	**VOUCHER**	**CHECK**
294	US BANK	0001		INV	02/19/2023	DOLLAR GENERAL			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10003024 73001		PR-REC	OFF SUPP		14.45			
							14.45		
294	US BANK	0001		INV	02/12/2023	AMAZON			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10004000 73012		LIBRARY	LIB COLL		14.99			
							14.99		
294	US BANK	0001		INV	02/11/2023	AMAZON			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10004000 73012		LIBRARY	LIB COLL		19.95			
							19.95		
294	US BANK	0001		INV	02/09/2023	AMAZON			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10004000 73005		LIBRARY	LIB MAKER		83.94			
							83.94		
294	US BANK	0001		INV	02/09/2023	AMAZON			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 230 72054		LIB GRANT	LIB PROG		36.98			
	2 10004000 73001		LIBRARY	OFF SUPP		30.97			
							67.95		
294	US BANK	0001		INV	02/09/2023	AMAZON			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10004000 73001		LIBRARY	OFF SUPP		7.99			
							7.99		
294	US BANK	0001		INV	02/09/2023	AMAZON			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10004000 73001		LIBRARY	OFF SUPP		31.15			
							31.15		
294	US BANK	0001		INV	02/08/2023	THOMSON REUTERS			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10004000 73012		LIBRARY	LIB COLL		84.95			
							84.95		
294	US BANK	0001		INV	02/03/2023	AMAZON			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10004000 73012		LIBRARY	LIB COLL		19.99			
							19.99		

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 230213 02/13/2023
DUE DATE: 02/13/2023

CASH ACCOUNT: 999 11010 CASH IN BANK - CITY

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
294	US BANK	0001		INV	02/03/2023	AMAZON			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10004000 73012		LIBRARY	LIB COLL		15.66			
							15.66		
294	US BANK	0001		INV	02/03/2023	AMAZON			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10004000 73001		LIBRARY	OFF SUPP		22.59			
							22.59		
294	US BANK	0001		CRM	02/04/2023	AMAZON			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10004000 73012		LIBRARY	LIB COLL		-80.95			
							-80.95		
294	US BANK	0001		INV	02/02/2023	AMAZON			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10004000 73005		LIBRARY	LIB MAKER		103.99			
							103.99		
294	US BANK	0001		INV	02/17/2023	UNIV OF NE OMAHA			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003021 72035		PR-CEM	TRAIN/CONF		82.20			
							82.20		
294	US BANK	0001		INV	02/16/2023	AMZN MKTP			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003024 73001		PR-REC	OFF SUPP		24.98			
							24.98		
294	US BANK	0001		INV	02/17/2023	USPS			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10005031 72105		POLICE	POSTAGE		9.55			
							9.55		
294	US BANK	0001		INV	02/22/2023	AMAZON			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10004000 73012		LIBRARY	LIB COLL		14.69			
							14.69		
294	US BANK	0001		INV	02/22/2023	AMAZON			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10004000 73012		LIBRARY	LIB COLL		8.81			
							8.81		

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 230213 02/13/2023
DUE DATE: 02/13/2023

CASH ACCOUNT: 999 11010 CASH IN BANK - CITY

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
294	US BANK	0001		INV	02/19/2023	AMAZON			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10004000 73001		LIBRARY	OFF SUPP		8.99			
							8.99		
294	US BANK	0001		INV	02/22/2023	USPS			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10005031 72105		POLICE	POSTAGE		13.00			
							13.00		
294	US BANK	0001		INV	02/19/2023	USPS			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10005031 72105		POLICE	POSTAGE		32.50			
							32.50		
294	US BANK	0001		INV	02/19/2023	USPS			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10005030 72105		911	POSTAGE		120.00			
	2 10005031 72105		POLICE	POSTAGE		619.00			
							739.00		
294	US BANK	0001		INV	02/05/2023	FDIC/JEMS			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 72035		FIRE	TRAIN/CONF		2,639.00			
							2,639.00		
294	US BANK	0001		INV	02/12/2023	DUNHAMS			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 72035		FIRE	TRAIN/CONF		58.83			
							58.83		
294	US BANK	0001		INV	02/10/2023	HASTINGS QUICK LANE			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 72035		FIRE	TRAIN/CONF		24.21			
							24.21		
294	US BANK	0001		INV	02/11/2023	PHILLIPS 66 - PETRO			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 72035		FIRE	TRAIN/CONF		39.60			
							39.60		
294	US BANK	0001		INV	02/11/2023	TST*PORKY BUTTS BBQ			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 72035		FIRE	TRAIN/CONF		51.19			
							51.19		

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 230213 02/13/2023
DUE DATE: 02/13/2023

CASH ACCOUNT: 999	11010		CASH IN BANK - CITY						
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
294	US BANK	0001		INV	02/04/2023	NAT ASSOC OF FIRE IN			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 72905		FIRE	DUE/SUBS		65.00			
							65.00		
294	US BANK	0001		INV	02/13/2023	DCA CHICK-FIL-A			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 72035		FIRE	TRAIN/CONF		13.88			
							13.88		
294	US BANK	0001		INV	02/13/2023	ABM OMAHA AIRPORT			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 72035		FIRE	TRAIN/CONF		48.00			
							48.00		
294	US BANK	0001		INV	02/18/2023	AMAZON			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10005031 73001		POLICE	OFF SUPP		70.00			
							70.00		
294	US BANK	0001		INV	02/18/2023	AMAZON			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10005031 73001		POLICE	OFF SUPP		49.99			
							49.99		
294	US BANK	0001		INV	02/05/2023	ALLIANZ TRAVEL INS			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 72035		FIRE	TRAIN/CONF		54.00			
							54.00		
294	US BANK	0001		INV	02/04/2023	AMAZON			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 73772		FIRE	SUPP-SHOP		139.96			
							139.96		
294	US BANK	0001		INV	02/05/2023	DELTA AIR			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 72035		FIRE	TRAIN/CONF		324.40			
							324.40		
294	US BANK	0001		INV	02/05/2023	DELTA AIR			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 72035		FIRE	TRAIN/CONF		324.40			
							324.40		

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 230213 02/13/2023
DUE DATE: 02/13/2023

CASH ACCOUNT: 999 11010 CASH IN BANK - CITY

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
294	US BANK	0001		INV	02/10/2023	SP CHARITYHOWTO			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 72035		FIRE	TRAIN/CONF		199.00			
							199.00		
294	US BANK	0001		INV	02/11/2023	TEEX ECOMMERCE			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 72035		FIRE	TRAIN/CONF		665.00			
							665.00		
294	US BANK	0001		INV	02/11/2023	TEEX ECOMMERCE			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 72035		FIRE	TRAIN/CONF		665.00			
							665.00		
294	US BANK	0001		INV	02/18/2023	SP CHARITYHOWTO			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 72035		FIRE	TRAIN/CONF		136.99			
							136.99		
294	US BANK	0001		INV	02/22/2023	NEMSA			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006041 72905		AMBULANCE	DUE/SUBS		790.00			
							790.00		
294	US BANK	0001		INV	02/23/2023	NEMSA			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006041 72035		AMBULANCE	TRAIN/CONF		225.00			
							225.00		
294	US BANK	0001		INV	02/06/2023	DCA DISTRICT BAR			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 72035		FIRE	TRAIN/CONF		31.35			
							31.35		
294	US BANK	0001		INV	02/25/2023	TAM RETAIL			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 720 73725		IT FUND	COMPT SOFT		95.00			
							95.00		
294	US BANK	0001		INV	02/18/2023	COACH'S CORNER			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 270 73724		MUSEUM	EVENT EX		35.94			
							35.94		

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 230213 02/13/2023
DUE DATE: 02/13/2023

CASH ACCOUNT: 999	11010	CASH IN BANK - CITY							
VENDOR		**REMIT**	**PO**	**TYPE**	**DUE DATE**	**INVOICE**	**AMOUNT**	**VOUCHER**	**CHECK**
294	US BANK	0001		INV	02/26/2023	EILEEN'S COOKIES			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10001010 72915		CITY ADMIN OTHER			51.00			
							51.00		
294	US BANK	0001		INV	02/06/2023	AKISMET 64561943			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 270 72905		MUSEUM DUE/SUBS			100.00			
							100.00		
						CHECK TOTAL	**27,040.01**		
160	VAN DIEST SUPPLY COMP	0001	22300053	INV	02/24/2023	14347			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10003022 73115		PR-PARKS CHEMICAL			1,280.20			
							1,280.20		
160	VAN DIEST SUPPLY COMP	0001	22300053	INV	02/24/2023	14344			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10003022 73115		PR-PARKS CHEMICAL			207.90			
							207.90		
160	VAN DIEST SUPPLY COMP	0001	22300053	INV	02/24/2023	14343			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10003022 73115		PR-PARKS CHEMICAL			5,156.95			
							5,156.95		
160	VAN DIEST SUPPLY COMP	0001	22300053	INV	02/24/2023	14345			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10003022 73115		PR-PARKS CHEMICAL			186.50			
							186.50		
160	VAN DIEST SUPPLY COMP	0001	22300053	INV	02/24/2023	14342			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10003022 73115		PR-PARKS CHEMICAL			9,100.00			
							9,100.00		
160	VAN DIEST SUPPLY COMP	0001	22300053	INV	02/24/2023	14346			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10003022 73115		PR-PARKS CHEMICAL			800.00			
	2 10003022 73116		PR-PARKS FERTLIZER			4,572.00			
							5,372.00		
						CHECK TOTAL	**21,303.55**		

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 230213 02/13/2023
DUE DATE: 02/13/2023

CASH ACCOUNT: 999 11010 CASH IN BANK - CITY

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
725	VERIZON WIRELESS	0001		INV	02/05/2023	9924657174			

ACCOUNT DETAIL					LINE AMOUNT
1	10001010	72620	CITY ADMIN	TELEPHONE	256.73
2	10008000	72620	AIRPORT	TELEPHONE	85.56
3	10006041	72620	AMBULANCE	TELEPHONE	426.76
4	10006041	72620	AMBULANCE	TELEPHONE	120.03
5	10001012	72620	ATTORNEY	TELEPHONE	40.01
6	10003021	72620	PR-CEM	TELEPHONE	25.69
7	10002000	72620	DS	TELEPHONE	306.15
8	280	72620	STREET	TELEPHONE	248.37
9	10006040	72620	FIRE	TELEPHONE	408.41
10	10006040	72620	FIRE	TELEPHONE	360.09
11	720	72620	IT FUND	TELEPHONE	40.01
12	610	72620	LANDFILL	TELEPHONE	125.57
13	10004000	72620	LIBRARY	TELEPHONE	185.73
14	10003022	72620	PR-PARKS	TELEPHONE	94.16
15	280	72620	STREET	TELEPHONE	111.25

2,834.52

CHECK TOTAL 2,834.52

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
179	WAL-MART COMMUNITY	0001		INV	02/11/2023	01941			

ACCOUNT DETAIL					LINE AMOUNT
1	10005031	73001	POLICE	OFF SUPP	3.88
2	10005031	73850	POLICE	FIELD EQ	11.74

15.62

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
179	WAL-MART COMMUNITY	0001		INV	02/10/2023	08551			

ACCOUNT DETAIL					LINE AMOUNT
1	270	73724	MUSEUM	EVENT EX	29.39

29.39

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
179	WAL-MART COMMUNITY	0001		INV	02/16/2023	2276			

ACCOUNT DETAIL					LINE AMOUNT
1	270	73724	MUSEUM	EVENT EX	127.27

127.27

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
179	WAL-MART COMMUNITY	0001		INV	02/16/2023	9093			

ACCOUNT DETAIL					LINE AMOUNT
1	270	73121	MUSEUM	CONC-RES	37.44
2	270	73724	MUSEUM	EVENT EX	154.25

191.69

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 230213 02/13/2023
DUE DATE: 02/13/2023

CASH ACCOUNT: 999	11010		CASH IN BANK - CITY							
VENDOR		REMIT	PO		TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
179	WAL-MART COMMUNITY	0001			INV	02/16/2023	09914			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10005031 73001		POLICE	OFF SUPP			107.88			
								107.88		
179	WAL-MART COMMUNITY	0001			INV	02/22/2023	04035			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 230 72054		LIB GRANT	LIB PROG			75.52			
	2 10004000 73001		LIBRARY	OFF SUPP			40.34			
								115.86		
179	WAL-MART COMMUNITY	0001			INV	02/24/2023	02364			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10003024 73001		PR-REC	OFF SUPP			54.50			
								54.50		
179	WAL-MART COMMUNITY	0001			INV	02/25/2023	04601			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10003024 73143		PR-REC	SUPP-SE			63.10			
								63.10		
179	WAL-MART COMMUNITY	0001			INV	02/18/2023	01628			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 270 73724		MUSEUM	EVENT EX			35.25			
								35.25		
179	WAL-MART COMMUNITY	0001			INV	02/18/2023	02165			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 270 73724		MUSEUM	EVENT EX			46.74			
								46.74		
							CHECK TOTAL	**787.30**		
1755	WAL-MART VISION CENTE	0001			INV	02/06/2023	1100993			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 280 73170		STREET	WEARING			383.00			
								383.00		
							CHECK TOTAL	**383.00**		
259	WALT DISNEY STUDIO MO	0001			INV	02/12/2023	123122			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 270 72815		MUSEUM	FILM ROY			159.89			
								159.89		
							CHECK TOTAL	**159.89**		

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 230213 02/13/2023
DUE DATE: 02/13/2023

CASH ACCOUNT: 999 11010 CASH IN BANK - CITY

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
112	WILLIAMS EXTERMINATIN	0001		INV	02/03/2023	57571			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 270 73722		MUSEUM	SUPP-COLL		45.00			
							45.00		
						CHECK TOTAL	**45.00**		
14	WINDSTREAM	0001		INV	01/08/2023	090937657 120922			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10008000 72620		AIRPORT	TELEPHONE		38.24			
							38.24		
						CHECK TOTAL	**38.24**		
14	WINDSTREAM	0001		INV	02/05/2023	090212392 010623			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10005030 72620		911	TELEPHONE		4,478.61			
	2 10001013 72620		FINANCE	TELEPHONE		15.77			
	3 10001010 72620		CITY ADMIN	TELEPHONE		3.20			
	4 280 72620		STREET	TELEPHONE		0.29			
	5 10004000 72620		LIBRARY	TELEPHONE		63.05			
	6 270 72620		MUSEUM	TELEPHONE		60.33			
	7 10002000 72620		DS	TELEPHONE		3.26			
	8 10003022 72620		PR-PARKS	TELEPHONE		5.74			
	9 10006040 72620		FIRE	TELEPHONE		4.59			
	10 10005031 72620		POLICE	TELEPHONE		53.21			
	11 610 72620		LANDFILL	TELEPHONE		1.31			
							4,689.36		
						CHECK TOTAL	**4,689.36**		
14	WINDSTREAM	0001		INV	01/20/2023	091989818 122122			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10003022 72620		PR-PARKS	TELEPHONE		30.51			
							30.51		
						CHECK TOTAL	**30.51**		
14	WINDSTREAM	0001		INV	02/05/2023	090212727 010623			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10005031 72620		POLICE	TELEPHONE		143.15			

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 230213 02/13/2023
DUE DATE: 02/13/2023

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE		AMOUNT	VOUCHER	CHECK
CASH ACCOUNT: 999	11010	CASH IN BANK - CITY								
								143.15		
							CHECK TOTAL	**143.15**		
14	WINDSTREAM	0001		INV	02/05/2023	090212738 010623				
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 760 72960		CANDO	CANDO			70.99			
								70.99		
							CHECK TOTAL	**70.99**		
726	WOODWARD'S DISPOSAL S	0001		INV	03/02/2023	9112-1961				
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10009000 72630		OTHER-GOVT	WASTE DISP			2,950.00			
								2,950.00		
726	WOODWARD'S DISPOSAL S	0001		INV	03/02/2023	9112-1130				
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 211 72915		BID	OTHER			30.00			
								30.00		
							CHECK TOTAL	**2,980.00**		
696	YANT EQUIPMENT CO., I	0001		INV	12/28/2022	L111942				
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10008000 72722		AIRPORT	RM-AIR			686.03			
								686.03		
							CHECK TOTAL	**686.03**		
450	**INVOICES**			**WARRANT TOTAL**			**250,475.24**	**250,475.24**		
				CASH ACCOUNT BALANCE				**16,567,460.84**		

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Check Run Summary

CHECK RUN: 230213 02/13/2023
DUE DATE: 02/13/2023

FUND	ORG		ACCOUNT		AMOUNT	AVLB BUDGET
100	10001010	ADMIN - CITY ADMINIST	100-10-010-10-0000-00000-72620-	TELEPHONE	259.93	128,765.78
100	10001010	ADMIN - CITY ADMINIST	100-10-010-10-0000-00000-72915-	OTHER	833.79	128,765.78
100	10001010	ADMIN - CITY ADMINIST	100-10-010-10-0000-00000-73001-	OFFICE SUPPLIES	49.83	128,765.78
100	10001012	ADMIN - CITY ATTORNEY	100-10-010-12-0000-00000-72620-	TELEPHONE	40.01	-7,866.46
100	10001012	ADMIN - CITY ATTORNEY	100-10-010-12-0000-00000-73001-	OFFICE SUPPLIES	27.65	-7,866.46
100	10001013	ADMIN - FINANCE	100-10-010-13-0000-00000-72620-	TELEPHONE	15.77	-1,833.73
100	10001015	ADMIN - CLERK	100-10-010-15-0000-00000-72720-	R & M BUILDINGS	259.98	-25,199.83
100	10001015	ADMIN - CLERK	100-10-010-15-0000-00000-73001-	OFFICE SUPPLIES	83.46	-25,199.83
100	10002000	DEVELOPMENT SERVICES	100-10-020-00-0000-00000-72043-	RECORDING FEES	142.00	202,398.50
100	10002000	DEVELOPMENT SERVICES	100-10-020-00-0000-00000-72620-	TELEPHONE	309.41	202,398.50
100	10002000	DEVELOPMENT SERVICES	100-10-020-00-0000-00000-72760-	R & M OFFICE EQUIPMEN	411.20	202,398.50
100	10002000	DEVELOPMENT SERVICES	100-10-020-00-0000-00000-72915-	OTHER	15.00	202,398.50
100	10002000	DEVELOPMENT SERVICES	100-10-020-00-0000-00000-73001-	OFFICE SUPPLIES	40.85	202,398.50
100	10003020	PARKS & REC - AUDITOR	100-40-030-20-0000-00000-72720-	R & M BUILDINGS	149.08	20,899.04
100	10003020	PARKS & REC - AUDITOR	100-40-030-20-0000-00000-73720-	BUILDING MAINTENANCE	116.10	20,899.04
100	10003021	PARKS & REC - CEMETER	100-40-030-21-0000-00000-72035-	TRAINING/CONFERENCES	82.20	70,099.38
100	10003021	PARKS & REC - CEMETER	100-40-030-21-0000-00000-72620-	TELEPHONE	25.69	70,099.38
100	10003021	PARKS & REC - CEMETER	100-40-030-21-0000-00000-72720-	R & M BUILDINGS	41.88	70,099.38
100	10003021	PARKS & REC - CEMETER	100-40-030-21-0000-00000-72750-	R & M HEAVY MACHINERY	145.24	70,099.38
100	10003021	PARKS & REC - CEMETER	100-40-030-21-0000-00000-72780-	R & M VEHICLES	293.14	70,099.38
100	10003021	PARKS & REC - CEMETER	100-40-030-21-0000-00000-72915-	OTHER	13.00	70,099.38
100	10003021	PARKS & REC - CEMETER	100-40-030-21-0000-00000-73115-	CHEMICALS	144.32	70,099.38
100	10003021	PARKS & REC - CEMETER	100-40-030-21-0000-00000-73126-	FUEL & OIL	684.15	70,099.38
100	10003021	PARKS & REC - CEMETER	100-40-030-21-0000-00000-73720-	BUILDING MAINTENANCE	46.64	70,099.38
100	10003021	PARKS & REC - CEMETER	100-40-030-21-0000-00000-73721-	ELECTRICAL SUPPLIES	5.38	70,099.38
100	10003021	PARKS & REC - CEMETER	100-40-030-21-0000-00000-73772-	SHOP SUPPLIES	24.86	70,099.38
100	10003022	PARKS & REC - PARKS	100-40-030-22-0000-00000-72035-	TRAINING/CONFERENCES	190.00	11,747.50
100	10003022	PARKS & REC - PARKS	100-40-030-22-0000-00000-72405-	PRINTING	289.60	11,747.50
100	10003022	PARKS & REC - PARKS	100-40-030-22-0000-00000-72620-	TELEPHONE	237.01	11,747.50
100	10003022	PARKS & REC - PARKS	100-40-030-22-0000-00000-72720-	R & M BUILDINGS	215.00	11,747.50
100	10003022	PARKS & REC - PARKS	100-40-030-22-0000-00000-72750-	R & M HEAVY MACHINERY	4,253.68	11,747.50
100	10003022	PARKS & REC - PARKS	100-40-030-22-0000-00000-72780-	R & M VEHICLES	1,594.22	11,747.50
100	10003022	PARKS & REC - PARKS	100-40-030-22-0000-00000-72905-	DUES & SUBSCRIPTIONS	125.00	11,747.50
100	10003022	PARKS & REC - PARKS	100-40-030-22-0000-00000-73105-	ASPHALT & CEMENT	419.25	11,747.50
100	10003022	PARKS & REC - PARKS	100-40-030-22-0000-00000-73115-	CHEMICALS	18,466.19	11,747.50
100	10003022	PARKS & REC - PARKS	100-40-030-22-0000-00000-73116-	FERTILIZER	30,568.69	11,747.50
100	10003022	PARKS & REC - PARKS	100-40-030-22-0000-00000-73126-	FUEL & OIL	1,680.22	11,747.50
100	10003022	PARKS & REC - PARKS	100-40-030-22-0000-00000-73140-	OTHER SUPPLIES	196.58	11,747.50
100	10003022	PARKS & REC - PARKS	100-40-030-22-0000-00000-73170-	WEARING APPAREL	397.50	11,747.50
100	10003022	PARKS & REC - PARKS	100-40-030-22-0000-00000-73710-	LANDSCAPING SUPPLIES	1,700.00	11,747.50

ACCOUNTS PAYABLE CHECK RUN REPORT

100	10003022	PARKS & REC - PARKS	100-40-030-22-0000-00000-73720-	BUILDING MAINTENANCE	169.69	11,747.50
100	10003023	PARKS & REC - WATER P	100-40-030-23-0000-00000-72305-	ADVERTISING	200.00	51,021.15
100	10003023	PARKS & REC - WATER P	100-40-030-23-0000-00000-72915-	OTHER	378.90	51,021.15
100	10003023	PARKS & REC - WATER P	100-40-030-23-0000-00000-73135-	MEDICAL SUPPLIES	251.20	51,021.15
100	10003024	PARKS & REC - RECREAT	100-40-030-24-0000-00000-72720-	R & M BUILDINGS	243.90	-36.05
100	10003024	PARKS & REC - RECREAT	100-40-030-24-0000-00000-72905-	DUES & SUBSCRIPTIONS	125.00	-36.05
100	10003024	PARKS & REC - RECREAT	100-40-030-24-0000-00000-73001-	OFFICE SUPPLIES	403.75	-36.05
100	10003024	PARKS & REC - RECREAT	100-40-030-24-0000-00000-73143-	SPEC. EVENT SUPPLIES	63.10	-36.05
100	10003024	PARKS & REC - RECREAT	100-40-030-24-0000-00000-73720-	BUILDING MAINTENANCE	257.16	-36.05
100	10004000	LIBRARY	100-40-040-00-0000-00000-72030-	PROFESSIONAL SERVICES	104.85	93,218.32
100	10004000	LIBRARY	100-40-040-00-0000-00000-72305-	ADVERTISING	132.61	93,218.32
100	10004000	LIBRARY	100-40-040-00-0000-00000-72605-	ELECTRICITY	1,674.51	93,218.32
100	10004000	LIBRARY	100-40-040-00-0000-00000-72610-	NATURAL GAS	799.67	93,218.32
100	10004000	LIBRARY	100-40-040-00-0000-00000-72615-	SEWER	56.92	93,218.32
100	10004000	LIBRARY	100-40-040-00-0000-00000-72620-	TELEPHONE	248.78	93,218.32
100	10004000	LIBRARY	100-40-040-00-0000-00000-72625-	WATER	216.95	93,218.32
100	10004000	LIBRARY	100-40-040-00-0000-00000-72720-	R & M BUILDINGS	698.28	93,218.32
100	10004000	LIBRARY	100-40-040-00-0000-00000-72780-	R & M VEHICLES	2,070.97	93,218.32
100	10004000	LIBRARY	100-40-040-00-0000-00000-72905-	DUES & SUBSCRIPTIONS	200.00	93,218.32
100	10004000	LIBRARY	100-40-040-00-0000-00000-72914-	PROCESSING FEES	335.81	93,218.32
100	10004000	LIBRARY	100-40-040-00-0000-00000-73001-	OFFICE SUPPLIES	2,822.89	93,218.32
100	10004000	LIBRARY	100-40-040-00-0000-00000-73005-	LIBRARY MAKER SPACE S	212.22	93,218.32
100	10004000	LIBRARY	100-40-040-00-0000-00000-73012-	LIBRARY COLLECTION	5,641.70	93,218.32
100	10004000	LIBRARY	100-40-040-00-0000-00000-73150-	PROMOTIONAL MATERIALS	825.81	93,218.32
100	10004000	LIBRARY	100-40-040-00-0000-00000-73170-	WEARING APPAREL	451.25	93,218.32
100	10005030	POLICE - 911 CENTER	100-20-050-30-0000-00000-72030-	PROFESSIONAL SERVICES	1,031.78	108,215.03
100	10005030	POLICE - 911 CENTER	100-20-050-30-0000-00000-72105-	POSTAGE	120.00	108,215.03
100	10005030	POLICE - 911 CENTER	100-20-050-30-0000-00000-72620-	TELEPHONE	5,587.67	108,215.03
100	10005031	POLICE	100-20-050-31-0000-00000-72030-	PROFESSIONAL SERVICES	1,986.00	309,888.77
100	10005031	POLICE	100-20-050-31-0000-00000-72035-	TRAINING/CONFERENCES	739.75	309,888.77
100	10005031	POLICE	100-20-050-31-0000-00000-72105-	POSTAGE	674.05	309,888.77
100	10005031	POLICE	100-20-050-31-0000-00000-72305-	ADVERTISING	114.00	309,888.77
100	10005031	POLICE	100-20-050-31-0000-00000-72620-	TELEPHONE	196.36	309,888.77
100	10005031	POLICE	100-20-050-31-0000-00000-72720-	R & M BUILDINGS	1,821.84	309,888.77
100	10005031	POLICE	100-20-050-31-0000-00000-72780-	R & M VEHICLES	3,712.75	309,888.77
100	10005031	POLICE	100-20-050-31-0000-00000-72905-	DUES & SUBSCRIPTIONS	190.00	309,888.77
100	10005031	POLICE	100-20-050-31-0000-00000-72924-	HEARTLAND PET CONN. A	4,833.33	309,888.77
100	10005031	POLICE	100-20-050-31-0000-00000-73001-	OFFICE SUPPLIES	271.05	309,888.77
100	10005031	POLICE	100-20-050-31-0000-00000-73120-	FOOD SUPPLIES	18.77	309,888.77
100	10005031	POLICE	100-20-050-31-0000-00000-73720-	BUILDING MAINTENANCE	8.99	309,888.77
100	10005031	POLICE	100-20-050-31-0000-00000-73850-	FIELD EQUIPMENT	258.92	309,888.77
100	10006040	FIRE	100-20-060-40-0000-00000-72030-	PROFESSIONAL SERVICES	4,102.80	107,238.15
100	10006040	FIRE	100-20-060-40-0000-00000-72035-	TRAINING/CONFERENCES	5,680.85	107,238.15
100	10006040	FIRE	100-20-060-40-0000-00000-72305-	ADVERTISING	66.10	107,238.15
100	10006040	FIRE	100-20-060-40-0000-00000-72605-	ELECTRICITY	1,653.06	107,238.15

ACCOUNTS PAYABLE CHECK RUN REPORT

100	10006040	FIRE	100-20-060-40-0000-00000-72610-	NATURAL GAS	1,056.47	107,238.15
100	10006040	FIRE	100-20-060-40-0000-00000-72615-	SEWER	137.83	107,238.15
100	10006040	FIRE	100-20-060-40-0000-00000-72620-	TELEPHONE	825.20	107,238.15
100	10006040	FIRE	100-20-060-40-0000-00000-72622-	PEST CONTROL	164.42	107,238.15
100	10006040	FIRE	100-20-060-40-0000-00000-72625-	WATER	241.02	107,238.15
100	10006040	FIRE	100-20-060-40-0000-00000-72720-	R & M BUILDINGS	8.95	107,238.15
100	10006040	FIRE	100-20-060-40-0000-00000-72770-	R & M TOOLS & MISC. E	174.95	107,238.15
100	10006040	FIRE	100-20-060-40-0000-00000-72780-	R & M VEHICLES	507.19	107,238.15
100	10006040	FIRE	100-20-060-40-0000-00000-72905-	DUES & SUBSCRIPTIONS	65.00	107,238.15
100	10006040	FIRE	100-20-060-40-0000-00000-73001-	OFFICE SUPPLIES	324.00	107,238.15
100	10006040	FIRE	100-20-060-40-0000-00000-73165-	UNIFORM ALLOWANCE	1,239.47	107,238.15
100	10006040	FIRE	100-20-060-40-0000-00000-73720-	BUILDING MAINTENANCE	242.92	107,238.15
100	10006040	FIRE	100-20-060-40-0000-00000-73772-	SHOP SUPPLIES	288.26	107,238.15
100	10006041	FIRE - AMBULANCE	100-20-060-41-0000-00000-72035-	TRAINING/CONFERENCES	225.00	19,365.55
100	10006041	FIRE - AMBULANCE	100-20-060-41-0000-00000-72620-	TELEPHONE	546.79	19,365.55
100	10006041	FIRE - AMBULANCE	100-20-060-41-0000-00000-72780-	R & M VEHICLES	1,029.26	19,365.55
100	10006041	FIRE - AMBULANCE	100-20-060-41-0000-00000-72905-	DUES & SUBSCRIPTIONS	790.00	19,365.55
100	10006041	FIRE - AMBULANCE	100-20-060-41-0000-00000-73135-	MEDICAL SUPPLIES	1,437.50	19,365.55
100	10006041	FIRE - AMBULANCE	100-20-060-41-0000-00000-73850-	FIELD EQUIPMENT	526.20	19,365.55
100	10008000	AIRPORT	100-30-080-00-0000-00000-72605-	ELECTRICITY	825.18	106,016.65
100	10008000	AIRPORT	100-30-080-00-0000-00000-72610-	NATURAL GAS	1,307.86	106,016.65
100	10008000	AIRPORT	100-30-080-00-0000-00000-72615-	SEWER	91.52	106,016.65
100	10008000	AIRPORT	100-30-080-00-0000-00000-72620-	TELEPHONE	229.16	106,016.65
100	10008000	AIRPORT	100-30-080-00-0000-00000-72625-	WATER	208.89	106,016.65
100	10008000	AIRPORT	100-30-080-00-0000-00000-72720-	R & M BUILDINGS	639.47	106,016.65
100	10008000	AIRPORT	100-30-080-00-0000-00000-72722-	R & M AIRPORT	686.03	106,016.65
100	10008000	AIRPORT	100-30-080-00-0000-00000-72915-	OTHER	132.64	106,016.65
100	10008000	AIRPORT	100-30-080-00-0000-00000-73126-	FUEL & OIL	311.76	106,016.65
100	10009000	OTHER GOV'T ACCOUNTS	100-10-090-00-0000-00000-72020-	ELECTIONS	769.55	545,013.22
100	10009000	OTHER GOV'T ACCOUNTS	100-10-090-00-0000-00000-72505-	INSURANCE	4,062.00	545,013.22
100	10009000	OTHER GOV'T ACCOUNTS	100-10-090-00-0000-00000-72630-	WASTE DISPOSAL SERVIC	2,950.00	545,013.22
100	10009000	OTHER GOV'T ACCOUNTS	100-10-090-00-0000-00000-72930-	ADAMS CO. EMER. MGT.	8,446.37	545,013.22
				FUND TOTAL	**146,738.35**	

CASH ACCOUNT 999 11010 BALANCE 16,567,460.84

211	211	BUSINESS IMPROVEMENT	211-50-000-00-0000-00000-72002-	ADMINISTRATIVE EXPENS	95.00	4,479.14
211	211	BUSINESS IMPROVEMENT	211-50-000-00-0000-00000-72030-	PROFESSIONAL SERVICES	1,833.33	4,479.14
211	211	BUSINESS IMPROVEMENT	211-50-000-00-0000-00000-72311-	PUBLIC IMPROVEMENTS/P	175.94	4,479.14
211	211	BUSINESS IMPROVEMENT	211-50-000-00-0000-00000-72405-	PRINTING	33.30	4,479.14
211	211	BUSINESS IMPROVEMENT	211-50-000-00-0000-00000-72721-	R & M GROUNDS MAINTEN	220.00	4,479.14
211	211	BUSINESS IMPROVEMENT	211-50-000-00-0000-00000-72915-	OTHER	30.00	4,479.14
				FUND TOTAL	**2,387.57**	

CASH ACCOUNT 999 11010 BALANCE 16,567,460.84

230	230	LIBRARY GRANT	230-40-000-00-0000-00000-72054-	LIBRARY PROGRAMS	543.67	153,752.49
				FUND TOTAL	**543.67**	

CASH ACCOUNT 999 11010 BALANCE 16,567,460.84

233	233	PARKS GRANT	233-40-000-00-0000-00000-74121-	INFRASTRUCTURE IMPROV	228.97	25,010.29
				FUND TOTAL	**228.97**	

CASH ACCOUNT 999 11010 BALANCE 16,567,460.84

270	270	MUSEUM	270-40-000-00-0000-00000-72305-	ADVERTISING	300.00	77,552.47
270	270	MUSEUM	270-40-000-00-0000-00000-72405-	PRINTING	280.17	77,552.47
270	270	MUSEUM	270-40-000-00-0000-00000-72410-	FILM PRINT COST	480.00	77,552.47
270	270	MUSEUM	270-40-000-00-0000-00000-72605-	ELECTRICITY	4,787.40	77,552.47
270	270	MUSEUM	270-40-000-00-0000-00000-72610-	NATURAL GAS	230.91	77,552.47
270	270	MUSEUM	270-40-000-00-0000-00000-72615-	SEWER	50.78	77,552.47
270	270	MUSEUM	270-40-000-00-0000-00000-72620-	TELEPHONE	60.33	77,552.47
270	270	MUSEUM	270-40-000-00-0000-00000-72625-	WATER	209.03	77,552.47
270	270	MUSEUM	270-40-000-00-0000-00000-72720-	R & M BUILDINGS	51.40	77,552.47
270	270	MUSEUM	270-40-000-00-0000-00000-72750-	R & M HEAVY MACHINERY	1,304.08	77,552.47
270	270	MUSEUM	270-40-000-00-0000-00000-72770-	R & M TOOLS & MISC. E	4,184.00	77,552.47
270	270	MUSEUM	270-40-000-00-0000-00000-72815-	FILM ROYALTY	1,476.97	77,552.47
270	270	MUSEUM	270-40-000-00-0000-00000-72905-	DUES & SUBSCRIPTIONS	260.39	77,552.47
270	270	MUSEUM	270-40-000-00-0000-00000-73121-	CONCESSIONS FOR RESAL	1,257.18	77,552.47
270	270	MUSEUM	270-40-000-00-0000-00000-73122-	STORE MERCHANDISE	2,902.22	77,552.47
270	270	MUSEUM	270-40-000-00-0000-00000-73146-	EDUCATIONAL EXPENSES	75.00	77,552.47
270	270	MUSEUM	270-40-000-00-0000-00000-73150-	PROMOTIONAL MATERIALS	750.00	77,552.47
270	270	MUSEUM	270-40-000-00-0000-00000-73710-	LANDSCAPING SUPPLIES	52.79	77,552.47
270	270	MUSEUM	270-40-000-00-0000-00000-73720-	BUILDING MAINTENANCE	1,520.33	77,552.47
270	270	MUSEUM	270-40-000-00-0000-00000-73721-	ELECTRICAL SUPPLIES	65.94	77,552.47
270	270	MUSEUM	270-40-000-00-0000-00000-73722-	COLLECTIONS SUPPLIES	45.00	77,552.47
270	270	MUSEUM	270-40-000-00-0000-00000-73723-	EXHIBIT SUPPLIES	905.41	77,552.47
270	270	MUSEUM	270-40-000-00-0000-00000-73724-	EVENT EXPENSES	694.45	77,552.47
				FUND TOTAL	**21,943.78**	

CASH ACCOUNT 999 11010 BALANCE 16,567,460.84

280	280	STREET FUND	280-30-000-00-0000-00000-72405-	PRINTING	131.89	1,216,371.97
280	280	STREET FUND	280-30-000-00-0000-00000-72620-	TELEPHONE	359.91	1,216,371.97
280	280	STREET FUND	280-30-000-00-0000-00000-72720-	R & M BUILDINGS	808.09	1,216,371.97
280	280	STREET FUND	280-30-000-00-0000-00000-72750-	R & M HEAVY MACHINERY	3,226.85	1,216,371.97
280	280	STREET FUND	280-30-000-00-0000-00000-72771-	R & M TRAFFIC SIGNALS	2,061.76	1,216,371.97
280	280	STREET FUND	280-30-000-00-0000-00000-72780-	R & M VEHICLES	652.44	1,216,371.97
280	280	STREET FUND	280-30-000-00-0000-00000-72805-	HIRE OF EQUIPMENT	7,755.54	1,216,371.97

280	280	STREET FUND	280-30-000-00-0000-00000-72905-	DUES & SUBSCRIPTIONS	222.00	1,216,371.97
280	280	STREET FUND	280-30-000-00-0000-00000-72915-	OTHER	96.74	1,216,371.97
280	280	STREET FUND	280-30-000-00-0000-00000-73105-	ASPHALT & CEMENT	674.76	1,216,371.97
280	280	STREET FUND	280-30-000-00-0000-00000-73126-	FUEL & OIL	17,411.76	1,216,371.97
280	280	STREET FUND	280-30-000-00-0000-00000-73155-	SAND & GRAVEL	330.35	1,216,371.97
280	280	STREET FUND	280-30-000-00-0000-00000-73160-	SIGNS	1,033.19	1,216,371.97
280	280	STREET FUND	280-30-000-00-0000-00000-73170-	WEARING APPAREL	383.00	1,216,371.97
280	280	STREET FUND	280-30-000-00-0000-00000-73772-	SHOP SUPPLIES	221.22	1,216,371.97
				FUND TOTAL	**35,369.50**	

CASH ACCOUNT 999 11010 BALANCE 16,567,460.84

285	285	STREET CONSTRUCTION	285-30-000-00-0000-00000-74229-	CAPITAL IMPROVEMENTS/	4,354.25	3,321,123.83
				FUND TOTAL	**4,354.25**	

CASH ACCOUNT 999 11010 BALANCE 16,567,460.84

610	610	LANDFILL FUND	610-60-000-00-0000-00000-72030-	PROFESSIONAL SERVICES	3,245.08	4,012,354.88
610	610	LANDFILL FUND	610-60-000-00-0000-00000-72105-	POSTAGE	240.00	4,012,354.88
610	610	LANDFILL FUND	610-60-000-00-0000-00000-72405-	PRINTING	112.50	4,012,354.88
610	610	LANDFILL FUND	610-60-000-00-0000-00000-72620-	TELEPHONE	126.88	4,012,354.88
610	610	LANDFILL FUND	610-60-000-00-0000-00000-72720-	R & M BUILDINGS	290.86	4,012,354.88
610	610	LANDFILL FUND	610-60-000-00-0000-00000-72750-	R & M HEAVY MACHINERY	2,440.86	4,012,354.88
610	610	LANDFILL FUND	610-60-000-00-0000-00000-72905-	DUES & SUBSCRIPTIONS	240.00	4,012,354.88
610	610	LANDFILL FUND	610-60-000-00-0000-00000-73001-	OFFICE SUPPLIES	49.94	4,012,354.88
610	610	LANDFILL FUND	610-60-000-00-0000-00000-73126-	FUEL & OIL	5,932.86	4,012,354.88
610	610	LANDFILL FUND	610-60-000-00-0000-00000-73170-	WEARING APPAREL	368.79	4,012,354.88
610	610	LANDFILL FUND	610-60-000-00-0000-00000-73710-	LANDSCAPING SUPPLIES	192.14	4,012,354.88
610	610	LANDFILL FUND	610-60-000-00-0000-00000-73720-	BUILDING MAINTENANCE	130.13	4,012,354.88
				FUND TOTAL	**13,370.04**	

CASH ACCOUNT 999 11010 BALANCE 16,567,460.84

720	720	IT FUND	720-10-000-00-0000-00000-72620-	TELEPHONE	40.01	2,155,995.26
720	720	IT FUND	720-10-000-00-0000-00000-73725-	COMPUTER SFTW/SVCS-CI	13,661.34	2,155,995.26
720	720	IT FUND	720-10-000-00-0000-00000-73727-	COMPUTER SFTW/SVCS-UT	10,501.69	2,155,995.26
720	720	IT FUND	720-10-000-00-0000-00000-73731-	GIS SOFTWARE - CITY	268.00	2,155,995.26
720	720	IT FUND	720-10-000-00-0000-00000-74355-	COMPUTER EQUIPMENT-CI	150.98	2,155,995.26
720	720	IT FUND	720-10-000-00-0000-00000-74357-	COMPUTER EQUIPMENT-UT	846.10	2,155,995.26
				FUND TOTAL	**25,468.12**	

CASH ACCOUNT 999 11010 BALANCE 16,567,460.84

760	760	CANDO FUND	760-20-000-00-0000-00000-72960-	CANDO PROJECT	70.99	63,929.96

ACCOUNTS PAYABLE CHECK RUN REPORT

FUND TOTAL **70.99**

CASH ACCOUNT 999 11010 **BALANCE 16,567,460.84**

WARRANT SUMMARY TOTAL	250,475.24
GRAND TOTAL	250,475.24

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 230131 01/31/2023
DUE DATE: 01/31/2023

CASH ACCOUNT: 999 11010 CASH IN BANK - CITY

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
88	JACK'S UNIFORMS & EQU	0001		INV	09/04/2022	102400A			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10005031 73170		POLICE	WEARING		310.80			
							310.80		
88	JACK'S UNIFORMS & EQU	0001		INV	09/04/2022	102401A			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10005031 73170		POLICE	WEARING		351.79			
							351.79		
88	JACK'S UNIFORMS & EQU	0001		INV	09/04/2022	102402A			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10005031 73170		POLICE	WEARING		232.85			
							232.85		
88	JACK'S UNIFORMS & EQU	0001		INV	09/21/2022	103450			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 10005031 72770		POLICE	RM-TOOLS		8,656.50			
	2 10005031 73850		POLICE	FIELD EQ		5,771.00			
							14,427.50		
						CHECK TOTAL	**15,322.94**		
4	**INVOICES**			**WARRANT TOTAL**		**15,322.94**	**15,322.94**		
				CASH ACCOUNT BALANCE			**16,567,460.84**		

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Check Run Summary

CHECK RUN: 230131 01/31/2023
DUE DATE: 01/31/2023

FUND	ORG		ACCOUNT		AMOUNT	AVLB BUDGET
100	10005031	POLICE	100-20-050-31-0000-00000-72770-	R & M TOOLS & MISC. E	8,656.50	309,888.77
100	10005031	POLICE	100-20-050-31-0000-00000-73170-	WEARING APPAREL	895.44	309,888.77
100	10005031	POLICE	100-20-050-31-0000-00000-73850-	FIELD EQUIPMENT	5,771.00	309,888.77
				FUND TOTAL	**15,322.94**	

CASH ACCOUNT 999 11010 **BALANCE 16,567,460.84**

WARRANT SUMMARY TOTAL	**15,322.94**
GRAND TOTAL	**15,322.94**

Distribution Register by Check

From CK# 510521-510666 and ACH# 6052822-6052852
From Ck Date: 1/20/23-02/06/23

Check#	Vendor	Vendor Name	Invoice #	Invoice Description	ORG	OBJECT	Payment Amt
510521	877	ANYTIME FITNESS	012023 ANYTIME	EMPLOYEE DEDUCTUTION JAN - ANYTIME FITNESS	56000241	24180	$171.00
				Total Vendor:			**$171.00**
510522	900	BEAUTY AND THE BEAST FITNESS	012023 B&B	EMPLOYEE DEDUCT JAN - B&B	56000241	24180	$34.24
				Total Vendor:			**$34.24**
510523	939	CHC OF NEBRASKA	012023 CHC	EMPLOYEE DEDUCT JAN - CHC	56000241	24180	$92.00
				Total Vendor:			**$92.00**
510524	1047	CITY OF HASTINGS-HEALTH FUND	012023 HEALTH	EMPLOYEE FLEX PLAN DEDUCTIONS PP 2	56000240	24010	$2,047.46
				Total Vendor:			**$2,047.46**
510525	572	HASTINGS MUSEUM	012023 MUSEUM	EMPLOYEE DEDUCTION JAN - MUSEUM	56000241	24180	$41.68
				Total Vendor:			**$41.68**
510526	1275	SALVATION ARMY	012023 SALVATION	SHARE SOME WARMTH COLLECT DEC	56000232	23280	$525.00
				Total Vendor:			**$525.00**
510527	1354	UNITED WAY OF SOUTH CENTRAL	012023 UNITED WAY	EMPLOYEE DEDCUT JAN - UNITED WAY	56000241	24180	$402.00
				Total Vendor:			**$402.00**
510528	1385	Y M C A	012023 YMCA	EMPLOYEE DEDUCT JAN - YMCA	56000241	24180	$956.78
				Total Vendor:			**$956.78**
510529	621	COLLECTION ASSOCIATES	083122 COLLECTION AS	COLLECTION AGENCY FEES	56000405	90300	$846.83
					56000405	91650	$60.62
				Total Vendor:			**$907.45**
510530	949	CREDIT MANAGEMENT	083122 CREDIT MANAG	COLLECTION AGENCY FEES	56000405	90300	$205.60
				Total Vendor:			**$205.60**
510531	655	HOMETOWN LEASING	22798157 011023	COPIER LEASE	56000405	92100	$227.35
				Total Vendor:			**$227.35**
510532	1714	INSTANT RAINMAKER IRRIGATION INC.	479	REFINISHING WAREHOUSE FLOOR	56000405	90400	$5,343.50
			491	REFINISHING WAREHOUSE FLOOR	56000405	90400	$240.00
				Total Vendor:			**$5,583.50**
510533	1047	CITY OF HASTINGS-HEALTH FUND	020323 HEALTH	EMPLOYEE FLEX PLAN DEDUCTIONS PP3	56000240	24010	$2,047.46
				Total Vendor:			**$2,047.46**
510534	1411	HU - ONE TIME PAY	01020500-00	CUSTOMER REFUND	56000184	18410	$71.00
				Total Vendor:			**$71.00**
510535	716	AIRGAS USA, LLC	9133867993	HYDROGEN CHLORIDE	52062402	51280	$3,683.74
			9133867994	HCL EPA	52062402	51280	$1,314.39
			9134397845	MERCURY BALANCE NITROGEN	52062402	51280	$2,000.00
			9994197061	JAN CYLINDER RENTAL	52062402	51280	$40.30
			9994197063	JAN. CYLINDER RENTAL	52062402	51200	$6.82
					52062402	51280	$53.30
					80700402	51280	$53.30
				Total Vendor:			**$7,151.85**
510536	868	ALTEC INDUSTRIES INC.	12182358	PLACARD KIT	52000405	93927	$964.55
				Total Vendor:			**$964.55**
510537	1696	AM CONSERVATION GROUP INC	103122-72295-2899-IN	5TH GRADE ENERGY KITS	56000405	90600	$2,202.92
				Total Vendor:			**$2,202.92**
510538	705	ARAMARK UNIFORM SERVICES, INC.	62801357578	RUGS & LAUNDRY SERVICE - WEC	52062401	50600	$150.05
			6280137068	RUGS & LAUNDRY SERVICE - NDS	56000405	92280	$178.25
			6280137069	RUGS & LAUNDRY SERVICE - WAREHOUSE	56000405	90400	$32.76
			6280139247	RUGS & LAUNDRY SERVICE - PCF	54068401	57010	$25.14
			6280140237	RUGS & LAUNDRY SERVICE - NDS	56000405	92280	$178.25
			6280140244	RUGS & LAUNDRY SERVICE - WAREHOUSE	56000405	90400	$32.76
			6280140620	RUGS & LAUNDRY SERVICE - WEC	52062401	50600	$150.05
			6280142565	RUGS & LAUNDRY SERVICE - PCF	54068401	57010	$25.14
			6280143611	RUGS & LAUNDRY SERVICE - NDS	56000405	92280	$178.25
			6280143616	RUGS & LAUNDRY SERVICE - WAREHOUSE	56000405	90400	$32.76

		6280144138	RUGS & LAUNDRY SERVICE	52062401	50600	*$150.05*
		6280145863	RUGS & LAUNDRY SERVICE - PCF	54068401	57010	*$25.14*
		6280146699	RUGS & LAUNDRY SERVICE - NDS	56000405	92280	*$178.25*
		6280146701	RUGS & LAUNDRY SERVICE - WAREHOUSE	56000405	90400	*$32.76*
		6280148079	RUGS & LAUNDRY SERVICE - WEC	52062401	50600	*$150.05*
			Total Vendor:			***$1,519.66***
510539	707 AUTO VALUE-HASTINGS	70NV090312	PREMIXED, OPTI-SORB	56000405	92275	*$43.82*
		70NV090735	ON-OFF TOGGLE	54000405	92275	*$14.54*
		70NV090806	TRX BIT ST	56000405	92275	*$50.28*
		70NV090902	PEFERECT VIEW	56000405	92275	*$66.82*
		70NV091088	VULCANIZING CEMENT	56000405	92275	*$8.61*
		70NV091124	MALE PLUG, VALVE CORE TOOL, MALE BODY, TEE	56000405	92275	*$266.34*
		70NV091261	BRK CLNR	56000405	92275	*$48.66*
		70NV091502	JCKT WIRE	56000405	92275	*$103.79*
		70NV091549	MICRO2, ATO FUSE, MINI FUSED CIRCUITS, INS CLAMP	51000405	92276	*$40.61*
			Total Vendor:			***$643.47***
510540	898 BEARCOM	5496125	MISC 999 - SPEARKER MIC	80700402	51400	*$499.00*
			Total Vendor:			***$499.00***
510541	899 BEARING DISTRIBUTORS	9502900327	RETURN IDLER ROLLER	52000416	41670	*$1,376.12*
		9502914809	BEARING	52062402	51200	*$112.52*
			Total Vendor:			***$1,488.64***
510542	899 BEARING DISTRIBUTORS	9502890579	MISC 999 - DUPONT MOLYKOT	80700402	50600	*$304.35*
			Total Vendor:			***$304.35***
510543	602 BEN ENGEL CONSTRUCTION	202250001-3	LIGHT POLES	52065402	58500	*$600.00*
			Total Vendor:			***$600.00***
510544	709 BIG G ACE	710749/1	SPRYPANT, BIT DRILL, SCREWDVER, WIRE BRUSH	56000405	93110	*$831.21*
		711317/1	MISC FASTENERS	51000405	92275	*$3.86*
			Total Vendor:			***$835.07***
510545	905 BLACK & VEATCH CORPORATION	1388408	OP223-01 - ANN. FEE FOR ASSET 360 PERFOMANCE MONI	80700402	50600	*$25,480.00*
		1389641	WEC COAL TRANSFER TOWER	52000100	54040	*$14,196.15*
			Total Vendor:			***$39,676.15***
510546	906 BLACKBURN MFG. CO.	0694537-IN	BURIED WATER FLAGS	56000156	15610	*$549.88*
			Total Vendor:			***$549.88***
510547	718 BOSSELMAN ENERGY, INC.	22-6472428439	GREASE, GREASE GUN	54068401	57020	*$151.82*
			Total Vendor:			***$151.82***
510548	615 BUSINESS WORLD PRODUCTS	667716	PEDISTAL, CANTILEVER, BRACKET	56100405	92100	*$631.30*
			Total Vendor:			***$631.30***
510549	1898 WILLY CAMBY	012323 CAMBY	WORK BOOT REIMBURSEMENT	56000405	92700	*$90.93*
			Total Vendor:			***$90.93***
510550	579 CENTRAL NE EQUIPMENT, LLC	214364	INSTALL SHOP OIL SYSTEM 3505 YOST AVE	56000100	54040	*$24,128.50*
			Total Vendor:			***$24,128.50***
510551	930 CENTRAL STATES GROUP	1456611-00	PROPANE VALVE ACTUATORS	51000404	56201	*$2,388.55*
		1457440-00	ACTUATOR	51000404	56201	*$2,322.84*
		1457440-01	LOW TEMP SEAL KIT	51000404	56201	*$548.56*
			Total Vendor:			***$5,259.95***
510552	673 CHARTER COMMUNICATIONS	0354001011723	INTERNET SERVICE	56000405	92100	*$1,192.28*
				56100405	92100	*$90.00*
			Total Vendor:			***$1,282.28***
510553	934 CINTAS CORPORATION	4143215856	MISC 999 - UNIFORM SERVICES	80700406	92700	*$208.87*
		4143216322	UNIFORM SERVICE	52000405	92700	*$229.38*
				54000405	92700	*$108.67*
				56000405	92700	*$4.98*
		4143919520	MISC 999 - UNIFORM SERVICE	80700406	92700	*$208.88*
		4143919888	UNIFORM SERVICES	52000405	92700	*$266.23*
				54000405	92700	*$111.34*
				56000405	92700	*$4.98*
		4144619745	MISC 999 - UNIFORM SERVICE	80700406	92700	*$264.73*

Distribution Register by Check

		4144620221	UNIFORM SERVICE	52000405	92700	*$236.81*
				54000405	92700	*$108.67*
				56000405	92700	*$4.98*
			Total Vendor:			***$1,758.52***
510554	581 CITY OF HASTINGS	012023 CITY	REIMBURSE FIN/HR/ITHEALTH INSURANCE	51000405	91900	*$712.64*
				51000405	92030	*$543.08*
				51000405	92800	*$1,612.33*
				52000405	91900	*$347.41*
				52062401	91900	*$2,276.42*
				52000405	92030	*$2,328.32*
				52000405	92800	*$6,912.44*
				53000405	91900	*$680.25*
				53000405	92030	*$661.71*
				53000405	92800	*$1,964.53*
				54000405	91900	*$550.68*
				54000405	92030	*$571.82*
				54000405	92800	*$1,697.64*
				56000405	91870	*$194.36*
				56000405	91900	*$2,202.72*
				56100405	91900	*$1,133.75*
		013123 01	HR EXPENSE	51000405	92030	*$15.07*
				51000405	92030	*$233.38*
				52000405	92030	*$64.60*
				52000405	92030	*$1,000.57*
				53000405	92030	*$18.36*
				53000405	92030	*$284.37*
				54000405	92030	*$15.87*
				54000405	92030	*$245.73*
		013123 02	IT EXPENSE	51000405	91900	*$5,298.93*
				52000405	91900	*$2,583.23*
				52062401	91900	*$16,926.47*
				53000405	91900	*$5,058.07*
				54000405	91900	*$4,094.63*
				56000405	91870	*$1,445.16*
				56000405	91900	*$16,378.51*
				56100405	91900	*$8,430.12*
		10496	STREET OPENING	53000404	57500	*$1,329.50*
		10497	STREET OPENING	53000404	57000	*$882.50*
		10502	CITY ATTORNEY, ADMINISTRATOR	56000405	92300	*$8,576.20*
		2301PPE 012023 01	FINANCE WAGES & BENEFITS	51000405	92800	*$2,140.67*
				52000405	92800	*$9,177.55*
				53000405	92800	*$2,608.29*
				54000405	92800	*$2,253.94*
		2301PPE 012023 02	HUMAN RESOURCES WAGES & BENEFITS	51000405	92030	*$1,135.86*
				52000405	92030	*$4,869.68*
				53000405	92030	*$1,383.98*
				54000405	92030	*$1,195.95*
		2301PPE 012023 03	IT WAGES & BENEFITS	51000405	91900	*$1,623.52*
				52000405	91900	*$791.46*
				52062401	91900	*$5,186.03*
				53000405	91900	*$1,549.72*
				54000405	91900	*$1,254.53*
				56000405	91870	*$442.77*
				56000405	91900	*$5,018.14*
				56100405	91900	*$2,582.87*
		2301PPE 012023 04	PPGA WAGES	80800405	91820	*$6,341.40*
			Total Vendor:			***$146,827.73***
510555	581 CITY OF HASTINGS	020123 CITY	2023 IN LIEU OF TAX FEB 2023	51000408	90800	*$29,888.00*
				52000408	40800	*$193,779.00*

Distribution Register by Check

					53000408	90800	*$33,223.00*
					54000408	90800	*$25,156.00*
				Total Vendor:			***$282,046.00***
510556	581	CITY OF HASTINGS	427725	TIRE DISPOSAL	56000405	92275	*$264.00*
				Total Vendor:			***$264.00***
510557	1047	CITY OF HASTINGS-HEALTH FUND	012023 01 HEALTH	EMPLOYEE AFLAC DEDUCT	56000241	24140	*$1,263.84*
			012023 02	DISCOVERY BENEFITS ACCOUNT	56000405	92600	*$70.40*
			012023 03	EMPLOYEE VISION INSURANCE	56000240	24020	*$2,236.98*
			012023 04	DISCOVERY BENEFITS COBRA	51000405	92600	*$14.45*
					52000405	92600	*$20.40*
					52062401	92600	*$53.55*
					53000405	92600	*$11.90*
					54000405	92600	*$9.35*
					56000405	92600	*$24.65*
					56100405	92600	*$14.45*
			012023 05	MUTUAL OF OMAHA LIFE &	51000405	92600	*$590.98*
					52000405	92600	*$973.78*
					52062401	92600	*$2,634.20*
					53000405	92600	*$455.88*
					54000405	92600	*$353.00*
					56000240	24030	*$3,390.84*
					56000405	92600	*$1,064.17*
					56100405	92600	*$787.80*
			012023 06	HEALTH & DENTAL INSURANCE	56000241	24140	*$379,758.28*
				Total Vendor:			***$393,728.90***
510558	1870	COMPLETE FUSION	000217	WELDING CERTIFICATION	51000405	92200	*$1,020.00*
				Total Vendor:			***$1,020.00***
510559	645	CONSOLIDATED CONCRETE CO.	283045	CONCRETE	53000404	57000	*$1,883.99*
			283046	CONCRETE	53000404	57000	*$562.01*
			283141	CONCRETE	51000404	57000	*$353.78*
			283199	CONCRETE	52065402	59400	*$533.15*
			283261	CONCRETE	52065402	59400	*$533.15*
				Total Vendor:			***$3,866.08***
510560	630	COOPERATIVE PRODUCERS	135526	CENEX INDOL ISO	54069404	57001	*$192.56*
				Total Vendor:			***$192.56***
510561	946	CORE & MAIN LP	S265974	SERVICE FITTING CTS X CTS	56000156	15610	*$598.14*
			S288776	SERVICE SADDLE	56000156	15610	*$526.44*
				Total Vendor:			***$1,124.58***
510562	951	CRESCENT ELECTRIC SUPPLY CO.	S511074337.001	FUSE HOLDER BOOT	56000156	15610	*$147.06*
			S511074697.001	CONDUIT	52000156	15610	*$899.76*
			S511074697.002	PROTECTION TAPE, SQ CVR BLANK	52000156	15610	*$244.55*
			S511074697.003	GALV RIGID CONDUIT	52000156	15610	*$3,166.62*
				Total Vendor:			***$4,457.99***
510563	1547	DAKOTA FLUID POWER, INC	7033429	FEMALE PIPE, FLARE SWIVEL,	54000100	54040	*$1,478.18*
				Total Vendor:			***$1,478.18***
510564	964	DELKEN PRESS	012623 DELKEN	PRINTED MATERIALS	56000405	90600	*$401.25*
				Total Vendor:			***$401.25***
510565	648	DUTTON-LAINSON CO.	871432-1	MAKPAK CURB VALVE, GASKET,	53000404	57550	*$1,500.51*
			871916-1	EMT CONDUIT, CONDUIT BODY, DIE-	56000100	54040	*$252.60*
			872075-1	BALL VALV	53000404	57550	*$59.18*
			872117-1	STRAP KIT	52000156	15610	*$254.74*
			872427-1	BRASS ELL	53000404	57550	*$43.46*
			872497-1	ELL NLCBXE44, CLAMP, ADAPTER,	53000404	57550	*$183.98*
			872686-1	DOWNBLOWING FAN, FAN	56000100	54040	*$365.85*
			S27641-1	AMP SWITCH	52000156	15610	*$86,764.74*
			S29806-2	STREET LIGHTS	56000156	15610	*$2,229.39*
			V1380-1	METER SOCKET	52065402	59700	*$96.30*

Distribution Register by Check

				Total Vendor:			***$91,750.75***
510566	1797	E-Z KITCHENS INC	19694	LAMINATE COUNTERTOP	56000405	92280	*$141.24*
				Total Vendor:			***$141.24***
510567	978	EAKES OFFICE EQUIPMENT	8612462-0CM	DUPLICATE PAYMENT	56000405	90300	*($23.64)*
			8635945-0	METERED AIR	56000405	92280	*$173.85*
			8647431-0	WALL SIGN	56100405	92100	*$28.84*
			8647502-0	JNR PAD, LEGAL PAD	56000405	92100	*$29.54*
				Total Vendor:			***$208.59***
510568	1497	EAST HILL INSTRUMENTS INC	28211	RECERT WINCHESTER, REPAIR PUMP	80700402	50600	*$857.02*
				Total Vendor:			***$857.02***
510569	1889	EIKMEIER, JAKE	011623 EIKMEIER	MISC 999 - WORKBOOT REIMBURSEMENT	80700406	92700	*$94.05*
				Total Vendor:			***$94.05***
510570	1669	ELSBURY CONSTRUCTION LLC	17241	M STREET WATER MAIN	53000100	54040	*$128,895.62*
				Total Vendor:			***$128,895.62***
510571	1399	EUROFINS ENVIRONMENT TESTING NORTH CENTRAL, LLC	3100117416	WATER TESTING	53000403	59100	*$67.50*
				Total Vendor:			***$67.50***
510572	986	EXPERITEC, INC.	CD99131903	FISCHER REGULATOR	52062402	51400	*$749.45*
				Total Vendor:			***$749.45***
510573	993	FARWEST CORROSION CONTROL CO.	0384625-IN	TAPECOAT GREY	56000156	15610	*$994.64*
				Total Vendor:			***$994.64***
510574	678	FASTENAL COMPANY	NEHAS179454	S.S HCS 3/4-10X2	54069404	57001	*$344.63*
			NEHAS179507	PALLET RACK	54068401	57010	*$4,439.50*
			NEHAS179603	LOCKWASHERS, NUTS	52000156	15610	*$1,002.43*
				Total Vendor:			***$5,786.56***
510575	994	FEI, INC.	3010761	DIA ROCHESTER	51000404	56201	*$201.63*
				Total Vendor:			***$201.63***
510576	1014	GAS PRODUCTS SALES, INC.	23101-124	B42R REGULATOR	56000156	15610	*$5,330.20*
				Total Vendor:			***$5,330.20***
510577	711	GRAHAM TIRE CO OF HASTINGS LLC	1818119226	TIRES	51000405	92275	*$842.04*
				Total Vendor:			***$842.04***
510578	681	GRAINGER	9570919267	EAR PLUGS	54068401	56001	*$119.59*
			9572706019	CONNECTOR NYLON	51000404	57750	*$25.70*
			9584258553	LOCKNUT	51000404	57750	*$7.50*
			9584967237	SCREW PIN	54000405	92700	*$204.90*
			9585508105	WARNING STROBE LIGHT	80900402	51260	*$82.61*
			9586569957	FIRE BARRIER PUTTY, SEALANT	56000100	54040	*$42.32*
			9588194523	FLUID STORAGE CONTAINER, HAND PUMP LID	53000401	57002	*$456.34*
			9589764134	BOOT BRUSH, SAFETY CABINET, SHELF	56000405	92700	*$3,994.27*
			9590924529	FUSE MIDGET	52064402	57011	*$52.00*
				Total Vendor:			***$4,985.23***
510579	1044	HACH COMPANY	13423706	POTASSIUM IODIDE	52062401	50200	*$169.00*
			13444687	DR6000 AGREEMENT	54068401	58001	*$1,324.96*
			2193068	CREDIT	54000100	54040	*($1,109.01)*
				Total Vendor:			***$384.95***
510580	635	HASTINGS AREA CHAMBER OF COMM.	011023 02 CHAM OF CO	RETIREMENT GIFTS - GUY FAGIOLO, MIKE DEBOER	51000405	92600	*$300.00*
			011023 CHAM OF COM	RETIREMENT GIFT - JAMES LEMKE	56000405	92600	*$150.00*
				Total Vendor:			***$450.00***
510581	634	HASTINGS ECONOMIC DEVELOPMENT CORP	020123 HEDC	HEDC MONTHY PAYMENTS FEB 23	56000405	92300	*$14,580.00*
				Total Vendor:			***$14,580.00***
510582	1048	HASTINGS EQUITY MANUFACTURING	I17508	COLD ROLL STOCK	52062402	51200	*$160.50*
				Total Vendor:			***$160.50***
510583	1060	HOST COFFEE	4162966	MEETING SUPPLIES	56000405	92100	*$92.63*
				Total Vendor:			***$92.63***

Distribution Register by Check

510584	1411	CYNTHIA S VERTREES	04141040-04	CUSTOMER REFUND	56000184	18410	*$46.75*
				Total Vendor:			***$46.75***
510585	1411	DJB FARMS INC	011323 DJB FARMS	SOIL SAMPLE REIMBURSEMENT	53000404	58995	*$224.00*
				Total Vendor:			***$224.00***
510586	1411	HASTINGS LIBRARY FOUNDATION	18720720-01	CUSTOMER REFUND	56000184	18410	*$55.95*
				Total Vendor:			***$55.95***
510587	1411	JAMES PARLER	10381908-26	CUSTOMER REFUND	56000184	18410	*$154.81*
				Total Vendor:			***$154.81***
510588	1411	MARGARITO A MORENO	23850620-05	CUSTOMER REFUND	56000184	18410	*$9.79*
				Total Vendor:			***$9.79***
510589	1411	MATHIAS NCHEKWUBE	13500190-44	CUSTOMER REFUND	56000184	18410	*$268.08*
				Total Vendor:			***$268.08***
510590	1411	SID #1 OF CLAY COUNTY, NEBRASKA	22822330-02	CUSTOMER REFUND	56000184	18410	*$558.23*
				Total Vendor:			***$558.23***
510591	1411	STATE OF NEBRAKSA HEALK AND HUMAN SERIVCES	021323 STATE OF NE	CUSTOMER REFUND	56000184	18410	*$584.55*
				Total Vendor:			***$584.55***
510592	1411	TODD VAN SKIVER	16611770-01	CUSTOMER REFUND	56000184	18410	*$200.00*
				Total Vendor:			***$200.00***
510593	1064	HUPP ELECTRIC MOTORS	812696	MOTOR REPAIR	53000403	57003	*$3,803.56*
			812769	SERVICE CALL	54069404	57001	*$2,964.00*
				Total Vendor:			***$6,767.56***
510594	1065	HUSKIE TOOLS, INC.	IN721997	REPAIR KIT, MOTOR, COVER	52064401	56710	*$506.05*
				Total Vendor:			***$506.05***
510595	628	HYDRAULIC EQUIPMENT SERVICE	0085418A	LEVELING BRACKET SERVICE KIT	52000405	93927	*$3,138.93*
				Total Vendor:			***$3,138.93***
510596	1887	HYDRO PRODUCTS CORP	6202	SANI-SOLUTION	54067404	56005	*$1,467.55*
				Total Vendor:			***$1,467.55***
510597	1074	INGERSOLL-RAND INDUSTRIAL US	31029626	SERVICE CALL	51000404	56201	*$839.57*
				Total Vendor:			***$839.57***
510598	576	INTEGRATED SECURITY SOLUTIONS	20230091	FIRE EXTINGUISHER	56000405	92700	*$63.14*
			20230094	FIRE EXTINGUISHER SERVICE AND REPLACEMENT	56000405	92700	*$14,604.21*
				Total Vendor:			***$14,667.35***
510599	1078	INTERSTATE CHEMICAL CO. INC.	527751	SULFURIC ACID	52062401	50500	*$10,039.53*
			528667	AQUA AMMONIA	52062401	50200	*$700.64*
				Total Vendor:			***$10,740.17***
510600	1080	IRBY ELECTRICAL DISTRIBUTOR	S013278767.002	SHUR-LOCK COUPLING	52000156	15610	*$523.49*
				Total Vendor:			***$523.49***
510601	624	K&G PLUMBING AND HEATING, INC.	23-0047	INSTALL NEW WATER SERVICE	53000404	57500	*$6,380.00*
				Total Vendor:			***$6,380.00***
510602	586	K-T HEATING & AIR CONDITIONING	I4519	SERVICE CALL	51000404	56750	*$90.00*
			I4525	SERVICE CALL	51000404	56750	*$90.00*
				Total Vendor:			***$180.00***
510603	1100	KIMBALL MIDWEST	100710257	CLEANER, DISPENSER	56000405	92275	*$261.68*
				Total Vendor:			***$261.68***
510604	1106	KOONS GAS MEASUREMENT	55219	SENSUS R-275	51000100	54040	*$14,490.18*
				Total Vendor:			***$14,490.18***
510605	670	L C L TRUCK EQUIPMENT, INC.	INV1005430	DECKED DRAWERS TRUCK 30	56000425	90008	*$1,524.76*
				Total Vendor:			***$1,524.76***
510606	162	MARY LANNING BUSINESS HEALTH	503	FIT TESTING	56000405	91872	*$224.00*
					80700406	93020	*$672.00*
			526	FIT TESTING	80700406	93020	*$65.00*
					80700406	93020	*$65.00*

				Total Vendor:			$1,026.00
510607	1127	MARY LANNING MEMORIAL HOSPITAL	3102190803 HU	MISC 999 - EMPLOYEE DRUG TEST	80700406	93020	$70.00
				Total Vendor:			$70.00
510608	15	MATHESON TRIGAS-LINWELD	0027041167	NITROGEN	52061401	50200	$83.34
			0027052692	ARGON	80700402	50600	$284.29
			0027058690	MISC 999 - HYDROGEN GASEOUS	80700402	50500	$2,064.27
			0027076460	OXYGEN, ACETYLENE	51000404	58000	$69.86
			0027084597	NITROGEN	52062402	51280	$866.79
			0027114518	MISC 999 - HYDROGEN GASEOU	80700402	50500	$1,690.45
			0027116308	MISC 999 - TELEMETRY SYSTEM-	80700402	50500	$148.38
			52119419	JAN CYLINDER RENTAL	51000404	56070	$14.93
					51000404	56202	$14.93
					51000404	57000	$4.98
					51000404	58000	$53.61
					52061401	50200	$40.93
					52061401	50500	$19.26
					52062401	50500	$28.89
					52062402	51280	$59.71
					52061402	51400	$26.48
					52000100	54040	$7.22
					52064401	56710	$4.82
					53000404	58000	$2.41
					54068401	58000	$26.48
					80700402	50200	$4.98
					80700402	50500	$4.82
					80700402	50600	$96.37
					80700402	51200	$11.72
					80700402	51300	$2.41
				Total Vendor:			$5,632.33
510609	1132	MDM PEST & TERMITE CONTROL LLC	28363	PEST CONTROL - PEAK SHAVERS	51000404	56200	$18.05
					51000404	56201	$18.06
			28363A	PEST CONTROL - PCF	54068401	57029	$421.88
			28363B	PEST CONTROL - WAREHOUSE	56000405	90400	$180.56
			28363C	PEST CONTROL - WERC	80700402	57050	$59.34
			28363D	PEST CONTROL - NDS	56000405	92280	$445.08
			28363E	PEST CONTROL - DON HENRY	52063402	55200	$23.74
			28363F	PEST CONTROL - YOST	56000405	92281	$117.70
				Total Vendor:			$1,284.41
510610	591	MICROFILM IMAGING SYSTEMS, INC	91384	SCANNER RENTAL	56100405	92100	$48.15
				Total Vendor:			$48.15
510611	1147	MIDLANDS CLAIM SERVICE INC.	L-2884	CLAIM SERVICE	54067404	57000	$404.00
				Total Vendor:			$404.00
510612	1891	MIDWEST UNLIMITED	200361-01	ANTHRON DESCENDER,	52062402	51200	$1,071.00
			200361-02	ROPES	52062402	51200	$1,250.59
				Total Vendor:			$2,321.59
510613	640	MUNICIPAL SUPPLY, INC. OF NE	0860434-IN	DEZUIRK PLUG VALVE, MJ SHORT SLEEVE, RR FLANGE	54069404	57001	$3,364.77
			0860786-IN	VALVE	53000404	57550	$1,837.32
			0860884-IN	POWERGRIT UTILITY CHAIN	53000404	58000	$588.50
			0860887-IN	NUT ASSEMBLY	53000404	57550	$9.61
			0861400-IN	REPAIR CLAMP	53000404	57000	$816.81
				Total Vendor:			$6,617.01
510614	688	N A P A AUTO PARTS	159732	FUEL SPIN-ON	56000405	92275	$30.94
			160602	RATCHET	52000405	93927	$55.62
			164855	BATTERY, CORE DEPOSIT	56000405	92275	$31.25
			165150	RADIAL SEAL AIR ELEM	51000405	92276	$63.94
			165373	READIAL SEAL AIR ELEM	51000405	92276	$38.26

Distribution Register by Check

				Total Vendor:			***$220.01***
510615	62	NE PUBLIC HEALTH ENVIRONMENTAL LABORATORY	560182	WATER TESTING	53000404	59100	*$798.00*
				Total Vendor:			***$798.00***
510616	568	NEBRASKA FIRE SPRINKLER CORP.	7401	MISC 999 - BFP TESTING	80700402	51100	*$700.00*
				Total Vendor:			***$700.00***
510617	568	NEBRASKA FIRE SPRINKLER CORP.	2022001-2	FIRE SPRINGKER DETECTION	56000100	54040	*$8,800.00*
				Total Vendor:			***$8,800.00***
510618	1181	NEBRASKA PUBLIC POWER DISTRICT	9000048096	GLOVES TESTING	52000405	92700	*$621.82*
				Total Vendor:			***$621.82***
510619	1193	NORTHWEST ELECTRIC LLC	218175	BLOWER MTR, CAPACITOR	54068401	57025	*$180.14*
				Total Vendor:			***$180.14***
510620	1195	NUNNENKAMP, CLINT	011723	WORKBOOT REIMBURESEMENT	51000405	92700	*$59.12*
				Total Vendor:			***$59.12***
510621	692	O'REILLY AUTO PARTS	0764-101478	GLASS CLEANER, ANTIFREEZE	56000405	93110	*$234.59*
				Total Vendor:			***$234.59***
510622	1204	OMAHA SLINGS INC.	1043636	WIRE ROPE WINCH LINE, SPLIT	52061402	51100	*$1,128.69*
				Total Vendor:			***$1,128.69***
510623	1209	ONKEN FARMS TRUCKING	1598	POND ASH TRUCKING	52062401	50150	*$3,392.98*
			1599	POND ASH LOADING	52062401	50150	*$3,121.56*
				Total Vendor:			***$6,514.54***
510624	1900	DOUG PATRICK	012823 PATRICK	WORK BOOT REIMBURSEMENT	56000405	92700	*$86.00*
				Total Vendor:			***$86.00***
510625	569	PAVELKA TRUCK & TRAILER REPAIR	001-1001938	RETRACTOR BELT ASSY	51000405	92275	*$230.61*
			001-1001975	BELT BUCKLE LATCH	51000405	92275	*$112.70*
				Total Vendor:			***$343.31***
510626	641	PRECISION SPRINKLERS, INC.	22630	SERVICE CALL	56000405	92280	*$3,742.75*
			22698	2022 FIBER LOOP UPGRADES	51000100	54040	*$100.00*
			22699	2022 FIBER LOOP UPGRADES	56000100	54040	*$200.00*
			22700	2022 FIBER LOOP UPGRADES	56000100	54040	*$350.00*
			22701	2022 FIBER LOOP UPGRADES	56000100	54040	*$450.00*
			22831	2022 FIBER LOOP UPGRADES	56000100	54040	*$47,324.17*
			22832	2022 FIBER LOOP UPGRADES	56000100	54040	*$19,030.51*
			22833	2022 FIBER LOOP UPGRADES	51000100	54040	*$354.88*
			22834	2022 FIBER LOOP UPGRADES	56000100	54040	*$532.32*
				Total Vendor:			***$72,084.63***
510627	1886	QUALITY INDUSTRIAL PRODUCTS INC	260035	UNITORQ, REPAIR KIT	52062402	51200	*$526.19*
				Total Vendor:			***$526.19***
510628	609	RAYNOR DOORS OF CENTRAL NEBR., INC	37400	DELTA 3 RECEIVER	56000100	54040	*$69.55*
				Total Vendor:			***$69.55***
510629	1253	RESCO	876073-00	HAMMER	56000156	15610	*$642.00*
			884111-00	TERMINAL LUG	52000156	15610	*$360.16*
			884114-00	3-UNIT MODULE	52000156	15610	*$2,311.20*
			884115-00	3-UNIT MODULES	52000156	15610	*$2,311.20*
				Total Vendor:			***$5,624.56***
510630	1256	ROAD BUILDERS MACHINERY&SUPPLY	P63269	MISC 999 - O-RING, RADIATOR	80900402	51460	*$4,322.80*
			P63270	50/50 COOLANT	80900402	51460	*$972.50*
				Total Vendor:			***$5,295.30***
510631	564	RUTT'S HEATING & AC	3667-204	SERVICE CALL	56000405	92280	*$1,726.64*
			45029	SERVICE CALL	56000405	92280	*$434.60*
				Total Vendor:			***$2,161.24***
510632	1795	SALVADOR CEJA	011623 CEJA	PER DIEM MEAL REIMBURSEMENT	51000405	92200	*$29.00*
				Total Vendor:			***$29.00***
510633	657	SAPP BROTHERS PETROLEUM, INC.	IN4049277	MISC 999 -GREASE	80700402	51200	*$178.00*

Distribution Register by Check

			IN4049282	WINDSHEILD WASH, OIL	56000151	15110	*$3,277.96*
					56000405	92275	*$180.56*
				Total Vendor:			***$3,636.52***
510634	1280	SCHERBARTH, BRENDEN	011523 SCHERBARTH	WORK BOOT REIMBURSEMENT	51000405	92700	*$145.12*
			011923 SCHERBARTH	MEAL REIMBURSEMENT - SNOW REMOVAL	56000405	92280	*$19.86*
				Total Vendor:			***$164.98***
510635	1281	SCHIMBERG CO.	2325961-00	CHANGE CGI	52062402	51200	*$973.30*
			2329189-00	MISC 999 - FLEX GASKETS	80700402	51200	*$617.07*
				Total Vendor:			***$1,590.37***
510636	1281	SCHIMBERG CO.	2329189-01	MISC 999 - FLEX GASKET	80700402	51200	*$297.88*
				Total Vendor:			***$297.88***
510637	1284	SECURITY FENCE INC	0002253	QUARTERLY MAINTENANCE NDS	56000405	92280	*$3,000.00*
			0002254	QUARTERLY MAINTENANCE WAREHOUSE	56000405	90400	*$1,500.00*
			0002256	WALK GATES WITH SELF CLOSING HINGES	56000405	92280	*$2,400.00*
				Total Vendor:			***$6,900.00***
510638	1286	SERVI-TECH, INC.	H-986155	WATER TESTING	54068401	58001	*$180.48*
			H-986182	WATER TESTING	53000401	57002	*$57.60*
			H-986191	WATER TESTING	54068401	58001	*$180.48*
			H-986216	WATER TESTING	53000403	59100	*$31.68*
			H-986221	WATER TESTING	54068401	58001	*$180.48*
			H-986235	WATER TESTING	52062401	50600	*$545.28*
			H-986237	WATER TESTING	54068401	58001	*$180.48*
			H-986242	WATER TESTING	52062401	50600	*$253.44*
			H-986249	WATER TESTING	54068401	58001	*$180.48*
			H-986257	WATER TESTING	52062401	50600	*$136.32*
			H-986271	WATER TESTING	53000403	59100	*$25.20*
			H-986274	WATER TESTING	54068401	58001	*$180.48*
			H-986278	WATER TESTING	53000403	59100	*$121.92*
			H-986297	WATER TESTING	54068401	58001	*$180.48*
				Total Vendor:			***$2,434.80***
510639	480	SMALL TOWN FAMOUS	996	MISC 999 - BACKPACKS EMBROIDERY	80700402	50600	*$335.90*
				Total Vendor:			***$335.90***
510640	1297	SMITH FILTER CORP.	536343	FILTERS	52062402	51300	*$1,761.10*
				Total Vendor:			***$1,761.10***
510641	616	SMITTY'S ELECTRIC, INC.	56087	STREET LIGHTING	52000100	54040	*$9,980.00*
				Total Vendor:			***$9,980.00***
510642	1299	SOUCIE FARMS	012323 SOUCIE	TRANSPORT BIOSOLIDS	54068401	56002	*$1,995.00*
			012623 SOUCIE	TRANSPORT BIOSOLIDS	54068401	56002	*$1,425.00*
			020123 SOUCIE	TRANSPORT BIOSOLIDS	54068401	56002	*$2,375.00*
				Total Vendor:			***$5,795.00***
510643	1301	SOUTHERN POWER DISTRICT	4908002 013123	MAXON AVE POWER	54069404	56000	*$1,274.09*
				Total Vendor:			***$1,274.09***
510644	574	SPRING FRESH CLEANING SVCS LLC	3948	JANITORIAL SERVICES JAN 23	56000405	92280	*$5,495.52*
				Total Vendor:			***$5,495.52***
510645	1850	STANLEY BLACK & DECKER	906753271	EIC22-2 LIGHT BLUE CABINET	80700402	51100	*$6,116.07*
				Total Vendor:			***$6,116.07***
510646	1309	STERN OIL COMPANY INC	0391306-IN	MISC 999 - GREASE TUBES	80700402	51200	*$223.54*
			0391908-IN	MISC 999 - OIL	80700402	51200	*$5,670.63*
				Total Vendor:			***$5,894.17***
510647	1310	STONE, SHANE	011423 STONE	MISC 999 - WORKBOOT REIMBURSEMENT	80700406	92700	*$83.31*
				Total Vendor:			***$83.31***
510648	1893	SUE STROMER	011323 STROMER	WORKBOOT REIMBURSEMENT	80700406	92700	*$55.38*
				Total Vendor:			***$55.38***
510649	1557	BRANDON AGUILAR	00000608	SERVICE CALL	51000100	54040	*$287.50*
				Total Vendor:			***$287.50***
510650	1888	THE RUECK COMPANY	22-3882-1	MISC 999 - ROTATING ASSY, OIL SEAL, BRG CAP GSKT	80900402	50600	*$1,846.21*
			23-0176-1	MISC 999 - O RING, PLT ORING	80900402	50600	*$88.00*
				Total Vendor:			***$1,934.21***

510651	620 THOMSEN OIL CO	308488	MISC 999 - DIESEL/DYED FUEL	80900402	50150	*$1,184.50*
		308491	MISC 999 - DIESEL.DYED FUEL	80900402	50150	*$4,523.88*
		308495	MISC 999 - DIESEL/DYED FUEL	80900402	50150	*$3,526.38*
		308498	MISC 999 - DIESEL/DYED FUEL	80900402	50150	*$5,932.25*
		308503	DIESEL	56000151	15110	*$3,250.32*
		308505	MISC 999 - DIESEL/DYED FUEL	80900402	50150	*$5,077.08*
		308508	MISC 999 - DIESEL/DYED FUEL	80900402	50150	*$3,981.36*
			Total Vendor:			***$27,475.77***
510652	17 TK ELEVATOR CORPORATION	1000493356	ELEVATOR MAINTENANCE	52062402	51100	*$233.05*
		1000493674	ELEVATOR MAINTENANCE	52061402	51100	*$272.68*
			Total Vendor:			***$505.73***
510653	1339 TOWERS INSULATION INC.	3726	SCAFFOLD	52061402	51100	*$2,454.55*
			Total Vendor:			***$2,454.55***
510654	1339 TOWERS INSULATION INC.	3655	SCAFFOLD FOR BOILER WORK DURING OUTAGE	52062402	51200	*$15,652.53*
			Total Vendor:			***$15,652.53***
510655	1537 TURBINEPROS LLC	18175-18182	Contract Withholding: HU2022-03	520	21105	*$39.32*
				520	21105	*$45.99*
				520	21105	*$54.64*
				520	21105	*$67.38*
				520	21105	*$68.40*
				520	21105	*$80.32*
				520	21105	*$80.97*
				520	21105	*$108.96*
				520	21105	*$117.32*
				520	21105	*$124.88*
				520	21105	*$128.55*
				520	21105	*$128.56*
				520	21105	*$135.80*
				520	21105	*$135.80*
				520	21105	*$142.28*
				520	21105	*$164.20*
				520	21105	*$167.78*
				520	21105	*$169.84*
				520	21105	*$169.85*
				520	21105	*$181.66*
				520	21105	*$199.78*
				520	21105	*$246.69*
				520	21105	*$263.12*
				520	21105	*$314.93*
				520	21105	*$358.32*
				520	21105	*$358.32*
				520	21105	*$364.10*
				520	21105	*$364.10*
				520	21105	*$383.18*
				520	21105	*$413.05*
				520	21105	*$414.27*
				520	21105	*$414.28*
				520	21105	*$605.15*
				520	21105	*$831.15*
				520	21105	*$880.46*
				520	21105	*$1,019.92*
				520	21105	*$1,273.50*
				520	21105	*$1,550.45*
				520	21105	*$1,731.40*
				520	21105	*$2,391.53*
				520	21105	*$2,641.42*
				520	21105	*$4,335.91*
				520	21105	*$4,335.91*

Distribution Register by Check

					520	21105	*$4,614.96*
					520	21105	*$6,021.27*
					520	21105	*$8,496.77*
				Total Vendor:			***$47,136.44***
510656	1347	U S A BLUE BOOK	236794	VENT TUBE TERMINATION, SUBMRS TRANSMITTER	53000401	57002	*$1,051.84*
				Total Vendor:			***$1,051.84***
510657	593	U.S. POSTAL SERVICE *1	012523 POSTMASTER	POSTAGE	56000405	91655	*$7,300.00*
				Total Vendor:			***$7,300.00***
510658	1528	UNITED RENTALS INC	214859680-001	FREIGHT RENTAL FLEET	53000404	58000	*$68.58*
			215402117-001	END MEMBER 8', 4 LEGGED SLING WIRE	51000404	58000	*$2,144.82*
				Total Vendor:			***$2,213.40***
510659	577	UNIVERSAL HYDRAULICS, INC.	7034651	TRUCK REPAIR	53000405	92275	*$973.50*
			7035751	3/4 FP-3/4 FPX	54069404	57001	*$27.84*
				Total Vendor:			***$1,001.34***
510660	1348	US BANK - UTILITIES	012823 US BANK	APNGA - RADIATION SAFETY OFFICER CLASS	56100405	92200	*$59.00*
				Total Vendor:			***$59.00***
510661	725	VERIZON WIRELESS	9925076310	ROVER SERVICE	56100405	92300	*$12.60*
				Total Vendor:			***$12.60***
510662	725	VERIZON WIRELESS	9926011672	CELL PHONE SERVICE	51000405	92100	*$571.09*
					52000405	92100	*$1,361.59*
					53000405	92100	*$600.16*
					56000405	92100	*$750.35*
					56100405	92100	*$713.93*
					80900402	50600	*$190.46*
				Total Vendor:			***$4,187.58***
510663	699	VERMEER HIGH PLAINS	P0206605	MFD/FSD DISPLAY 12V	53000404	58000	*$212.90*
				Total Vendor:			***$212.90***
510664	1374	WESCO RECEIVABLES CORP	081889	EATON MOTOR CONTROL COIL	52062402	51100	*$704.00*
			089396	STRAP KIT	52000156	15610	*$313.00*
				Total Vendor:			***$1,017.00***
510665	1382	WINDSTREAM NEBRASKA INC	012323 WINDSTREAM	CLAIM NUMBER 1867908	51000100	54040	*$3,489.51*
				Total Vendor:			***$3,489.51***
510666	726	WOODWARD'S DISPOSAL SERVICE	9111-258	GARABAGE DISPOSAL	52063401	54900	*$20.00*
					56000405	90300	*$25.00*
					56000405	91870	*$25.00*
					56000405	92100	*$25.00*
					56000405	92280	*$307.00*
					56000405	92281	*$97.50*
			9111-259	GARBAGE DISPOSAL	54068401	56001	*$1,475.00*
			9111-260	GARBAGE DISPOSAL	80700402	50600	*$535.40*
			9111-261	GARBAGE DISPOSAL	56000405	92600	*$155.00*
				Total Vendor:			***$2,664.90***
6052822	889	B P ENERGY	21249398	GAS PURCHASES	56000232	23210	*$1,105,787.61*
				Total Vendor:			***$1,105,787.61***
6052823	644	BURLINGTON NORTHERN/SANTA FE	257866038	COAL FREIGHT CHARGES	52000232	23224	*$183,373.64*
				Total Vendor:			***$183,373.64***
6052824	1033	GREAT WEST LIFE	012023 01 GREAT WEST	PENSION DEPOST	56000241	24150	*$53,073.92*
				Total Vendor:			***$53,073.92***
6052825	1033	GREAT WEST LIFE	012023 02 GREAT WEST	DEFERRED COMP	56000241	24170	*$4,699.41*
				Total Vendor:			***$4,699.41***
6052826	1033	GREAT WEST LIFE	012023 03 GREAT WEST	ROTH 457	56000241	24170	*$16,249.43*
				Total Vendor:			***$16,249.43***
6052827	1813	MISSIONSQUARE RET CLIENTS	012023 MISSION SQAUR	IMCA DC DEPOSIT	56000241	24170	*$150.00*
				Total Vendor:			***$150.00***
6052828	723	NE DEPT OF REVENUE	012023 NE DEPT OF RE	NEBR STATE WITHHOLDING TAX	56000241	24120	*$63,824.50*
				Total Vendor:			***$63,824.50***

Distribution Register by Check

6052829	723	NE DEPT OF REVENUE	011823 NE DEPT	NEBR SALES AND USE TAX DEC	52000242	24210	*$6,231.98*
					56000242	24210	*$257,794.95*
				Total Vendor:			***$264,026.93***
6052830	723	NE DEPT OF REVENUE	012523 NE DEPT	NEBR STATE WITHHOLDING TAX	56000241	24120	*$47.61*
				Total Vendor:			***$47.61***
6052831	723	NE DEPT OF REVENUE	011723 NDOL	NDOL CONTRACTOR	56000405	92100	*$28.00*
				Total Vendor:			***$28.00***
6052832	1174	NEBRASKA CHILD SUPPORT	012023 NE	EMPLOYEE CHILD SUPPORT	56000241	24100	*$2,326.50*
				Total Vendor:			***$2,326.50***
6052833	1212	OPTUM BANK	012023	EMPLOYEE HSA DEDCUTUIONS PP2	56000240	24031	*$11,520.51*
				Total Vendor:			***$11,520.51***
6052834	1217	PAYMENTUS CORP	INV-15-130559	CREDIT CARD PMT TRANSACTION	56000405	90301	*$5,769.08*
				Total Vendor:			***$5,769.08***
6052835	1218	PEABODY ENERGY	5000069573	COAL	52000232	23224	*$167,538.95*
			90951921	COAL	52000232	23224	*$1,601.30*
				Total Vendor:			***$169,140.25***
6052836	1188	QUADIENT FINANCE USA INC	012522	POSTAGE	56000405	91655	*$1,500.00*
				Total Vendor:			***$1,500.00***
6052837	1322	TALLGRASS INTERSTATE GT, LLC	TIG12202243265 6	GAS PIPELINE TRANSPORTATION	56000232	23210	*$89,402.74*
				Total Vendor:			***$89,402.74***
6052838	1351	UNITED PARCEL SERVICE	00006838E9023	DELIVERY SERVICE	53000403	59100	*$93.97*
					53000404	59100	*$84.42*
					56000405	90400	*$30.00*
				Total Vendor:			***$208.39***
6052839	1351	UNITED PARCEL SERVICE	00006838E9033	DELIVERY SERVICE	52065402	59700	*$36.19*
					56000405	90400	*$30.00*
				Total Vendor:			***$66.19***
6052840	629	UNITED STATES TREASURY	012023 US	FIT & FICA WITHHOLDINGS	56000241	24110	*$72,957.96*
					56000241	24130	*$99,482.12*
				Total Vendor:			***$172,440.08***
6052841	629	UNITED STATES TREASURY	012023 02 US	FIT & FICA WITHHOLDINS PP2	56000241	24110	*$104.85*
					56000241	24130	*$314.22*
				Total Vendor:			***$419.07***
6052842	1375	WESTERN AREA POWER ADMIN.	BFPB000951222	POWER PURCHASES	52000232	23220	*$81,685.55*
				Total Vendor:			***$81,685.55***
6052843	1053	HERITAGE BANK	013023	INTERNET FEES	56000405	92100	*$15.00*
				Total Vendor:			***$15.00***
6052844	1348	US BANK - UTILITIES	00198444	AMAZON KLEIN ZIPPER BAGS	52064401	56710	*$33.15*
				DIGIKEY RJ45 ADAPTER TOOL	52064401	56710	*$37.55*
				GEARCOR BOOTS	52064401	56710	*$213.89*
				NFPA ELECTRICAL CODE BOOKS	52000405	92200	*$695.95*
				TRACTOR SUPPLY THERMOSTAT	53000401	57002	*$19.25*
				BIG G SCREWS	56000100	54040	*$32.84*
				MENARDS CONDUIT FITTINGS/ F	56000100	54040	*$36.23*
				MENARDS ELECTRICAL	56000100	54040	*$36.40*
				NEWARK THERMOSTATS	56000100	54040	*$75.71*
			00202134	US PLASTICS CORP - VFD CABINET	53000401	57002	*$117.70*
				ALLIED ELECTRONIC - FAN FILTERS	53000401	57002	*$254.51*
				MENARDS - PALE OLD METER	53000404	57750	*$18.19*
				USA BLUEBOOK - FIRE HYDRANT	53000404	57755	*$307.86*
				MENARDS - CHARGE CABLE FOR	53000404	58000	*$9.62*
				FASTENAL - PPE GLOVES &	53000404	58000	*$10.90*
				BAMGAARS - PPE GLOVES	53000404	58000	*$32.08*
				FASTENAL - PPE GLOVES	53000404	58000	*$47.40*
				MENARDS - FITTINGS FOR PIPING	53000404	58000	*$56.95*
				DUNHAMS - PPE HIP WADERS	53000404	58000	*$128.39*
					53000404	58000	*$149.79*
				DUNHAMS - PPE HIP WADERS	53000404	58000	*$171.19*

Distribution Register by Check

	USA BLUEBOOK - CABLE	53000404	58000	*$313.13*
	BUSINESS WORLD PRODUCTS -	53000405	92100	*$160.49*
	BUSINESS WORLD PRODUCTS -	53000405	92100	*$389.99*
	EPA - RUBBER BOOT FOR TRK #43	54067404	56005	*$549.82*
00203174	MENARDS - DRILL BITS & PIPE	51000404	58000	*$13.67*
	KELLY SUPPLY - PIPE FITTINGS FOR	51000405	92275	*$4.15*
	DAKOTA FLUID - PIPE FITTINGS FOR	51000405	92275	*$25.53*
	USA BLUEBOOK - CHLORINE TEST	53000100	54040	*$149.17*
	MENARDS - SHOP TOWELS AND	53000404	56500	*$25.67*
	JIMMY JOHNS - MEALS FOR CREW	53000404	57000	*$77.99*
	MEANARDS - PUMP TO DEWATER	53000404	57755	*$69.54*
	USA BLUEBOOK - SENSOR FOR PH	53000404	58000	*$291.11*
	KULLY PIPE - DRILL FOR TAPPING	53000404	58000	*$739.73*
	KELLY SUPPLY - PICK FOR TRK #43	54067404	56005	*$149.56*
00204405	DUTTON - SMALL SHRINK TUBE	52000100	54040	*$35.81*
	MENARDS -FLEXABLE CONDUIT	52000100	54040	*$70.42*
	JIMMY JOHNS - MEAL FOR CREWS	52000100	54040	*$87.14*
	"KELLY SUPPLY - 5"" BRASS PLUG"	52064401	56710	*$54.22*
	BIG G ACE - TOOL BOX	52064401	56710	*$58.55*
	BIG G ACE - BATTERY POWER	52064401	56710	*$267.49*
	MATHESON -WELDER SUPPLIES	52064401	56710	*$317.63*
	CARHARTT - BIB OVERALLS	52000405	92700	*$438.15*
00205411	GEMPLERS NEOS OVERSHOES FOR	52064401	56710	*$139.09*
00207750	NAPA AUTO PARTS 2 HEX BITS 1	52064401	56710	*$30.84*
	BIG G ACE SOCKETS RATCHET	52064401	56710	*$267.44*
	CARHART - FR COVERALLS	52000405	92700	*($342.38)*
	CARHART- FR COVERALLS	52000405	92700	*$342.38*
00208874	JIMMY JOHNS- RUNNING WEST AVE	51000404	56201	*$53.33*
	MENARDS- PARTS TO SECURE	51000404	58000	*$54.91*
	BUSINESS WORLD-OFFICE	51000405	92100	*$139.43*
	NACE-CORRISION CONFERENCE	51000405	92200	*$1,040.00*
00210046	KULLY PIPE- ANGLE IRON	51000404	57000	*$7.40*
		51000404	57000	*$7.40*
	DLCOMPANY-FAUCET FOR GREEN	51000404	57010	*$42.96*
	MATHESON-GLOVES	51000404	58000	*$36.60*
	DAKOTA FLUID POWER- CREDIT	51000405	92275	*($153.60)*
	AUTO VALUE-VERMEER2022- OIL	51000405	92275	*$24.75*
	AUTO VALUE-DW2020 PUMP ON	51000405	92275	*$64.07*
	DAKOTA FLUID POWER- SHAKER	51000405	92275	*$699.18*
	ALTA CONV- DRINKS FOR LUNCH	53000404	57000	*$10.49*
	PIZZA HUT- LUNCH FOR CREW	53000404	57000	*$55.46*
	JIMMY JOHNS-LUNCH FOR CREW	53000404	57000	*$57.14*
	SP UTILITY TECHNOL- CREDIT	53000404	58000	*($557.19)*
	SP UTILITY TECHNOL - FIRE	53000404	58000	*$557.19*
02575052	ZORO - PRYBARS (RETURN)	52062401	50640	*($24.85)*
	BIG G - PRYBARS	52062401	50640	*$12.82*
	TOO FAST SUPPLY - SCREW &	52062401	50640	*$19.33*
	MISC 999 - NAPA - SOCKET	52062401	50640	*$35.30*
	MENARDS - PRYBARS	52062401	50640	*$57.75*
	NAPA - FILTERS	52062402	51400	*$59.36*
	NAPA - WINDOW CRANK	52062401	93927	*$12.02*
	MISC 999 - MENARDS - DIESEL	80700402	50600	*($58.74)*
	MISC 999 - BIG G - HOSE GASKETS	80700402	50600	*$3.20*
	MISC 999 - BIG G - STORAGE	80700402	50600	*$16.05*
	MISC 999 - GRACES LOCKSMITH -	80700402	50600	*$16.05*
	MISC 999 - BUSINESS WORLD -	80700402	50600	*$17.37*
	MISC 999 - NUTRIEN AG - PROPANE	80700402	50600	*$18.99*
	MISC 999 - ZORO - STICKERS	80700402	50600	*$32.52*
	MISC 999 - BUSINESS WORLD -	80700402	50600	*$44.90*

Distribution Register by Check

	MISC 999 - BUSINESS WORLD - FILE	80700402	50600	*$51.90*
	MISC 999 - MENARDS - DIESEL	80700402	50600	*$60.86*
	MISC 999 - BIG G - WATER & DOLLY	80700402	50600	*$76.10*
	MISC 999 - BIG G - WATER & VAC	80700402	50600	*$77.19*
	MISC 999 - BUSINESS WORLD -	80700402	50600	*$85.25*
	MISC 999 - BUSINESS WORLD -	80700402	50600	*$86.12*
	MISC 999 - BRUT MFG -	80700402	50600	*$82.95*
	MISC 999 - CENTRAL NE EQPT -	80700402	50600	*$98.09*
	MISC 999 - ZORO - PENS	80700402	50600	*$133.12*
	MISC 999 - BUSINESS WORLD -	80700402	50600	*$143.85*
	MISC 999 - WALMART -	80700402	50600	*$171.15*
	MISC 999 - BUSINESS WORLD -	80700402	50600	*$178.67*
	MISC 999 - MENARDS - DIESEL	80700402	50600	*$182.77*
	MISC 999 - ZORO - CLEANING	80700402	50600	*$206.80*
	MISC 999 - U-LINE - OFFICE	80700402	50600	*$250.85*
	MISC 999 - NAPA - BRAKLEEN	80700402	50600	*$261.17*
	MISC 999 - ULINE - SCRUBS &	80700402	50600	*$287.41*
	MISC 999 - BIG G - WATER	80700402	50600	*$349.50*
	MISC 999 - NAPA - AIR HOSE	80700402	50600	*$396.97*
	MISC 999 - LINWELD - GLOVES &	80700406	92700	*$38.10*
	MISC 999 - LINWELD - SAFETY	80700406	92700	*$38.39*
	MISC 999 - BIG G - HANDWARMERS	80700406	92700	*$52.38*
	MISC 999 - LINWELD - GLOVES	80700406	92700	*$83.46*
	MISC 999 - U-LINE - GLOVES	80700406	92700	*$167.20*
	MISC 999 - FASTENAL - HEADLAMPS	80700406	92700	*$490.01*
	MISC 999 - ECHO - BRACKETS	80800402	50600	*$26.64*
	MISC 999 - DUTTON LAINSON -	80800402	51200	*$22.55*
	MISC 999 - FASTENAL - NUTS &	80800402	51200	*$112.99*
	MISC 999 - NAPA - BATTERY	80800402	51400	*$129.99*
	MISC 999 - CULLIGAN - WATER JUG	80900402	50600	*$7.73*
	MISC 999 - PATS AUTO - TUBING	80900402	50600	*$13.61*
	MISC 999 - GRAHAM TIRE - TIRE	80900402	50600	*$17.25*
	MISC 999 - MENARDS - SPRAYER	80900402	50600	*$33.58*
	MISC 999 - NAPA - HOSES	80900402	50600	*$52.02*
	MISC 999 - BIG G - HEATERS	80900402	50600	*$60.84*
	MISC 999 - NAPA - PUMP	80900402	50600	*$110.12*
	MISC 999 - MENARDS - AIR	80900402	50600	*$320.99*
	MISC 999 - FASTENAL - LOCKNUTS	80900402	51260	*$9.02*
	MISC 999 - O'REILLY'S - BELT	80900402	51260	*$55.00*
	MISC 999 - FLEETPRIDE - UBOLTS	80900402	51260	*$73.47*
	MISC 999 - MENARDS - DIESEL	80900402	51260	*$96.17*
	MISC 999 - FASTENAL - EYEBOLTS &	80900402	51260	*$114.48*
	MISC 999 - KELLY SUPPLY - BELTS	80900402	51260	*$250.70*
	MISC 999 - FLEETPRIDE - UBOLTS	80900402	51260	*$301.63*
02941411	BIG G / LED LAMPS	56000405	92280	*$5.91*
	MCDONALDS/BREAKFAST	56000405	92280	*$7.58*
	BIG G / PLUMBING PARTS	56000405	92280	*$11.46*
	BIG G/ DRAIN CLEANERS	56000405	92280	*$16.88*
	MENARDS / SOFT WATER SALT	56000405	92280	*$23.40*
	MENARDS/WINTER GLOVES	56000405	92280	*$26.74*
	RAYNOR DOORS / OVERHEAD	56000405	92280	*$44.08*
	BIG G / MOUNTING TAPE	56000405	92280	*$51.32*
	AMAZON/ CARBORATOR FOR	56000405	92280	*$59.17*
	MENARDS/TOWER HEATER	56000405	92280	*$74.89*
	BIG G/ TOWEL DISPENSORS	56000405	92280	*$110.62*
	MENARDS/ TOILET FLUSH VALVE	56000405	92280	*$116.63*
	MENARDS / MICROWAVE / SPILL	56000405	92280	*$173.33*
	GRACES / LOCKSET	56000405	92280	*$197.95*
	MENARDS / 2- FLUSH VALVES	56000405	92280	*$215.56*

	NAPA/DIESEL ANTIGEL	56000405	92280	*$244.33*
03060492	ZORO - SCREWDRIVER	52062401	50640	*$16.85*
	DIGI-KEY - SWITCHES	52062402	51300	*$318.78*
	STANS RADIATOR- REPAIR	52062402	51400	*$437.50*
	PDH STAR - CLASSES	56000405	92200	*$48.00*
	NEBRASKA BOARD OF ENGINNERS	56000405	92200	*$80.00*
	AMAZON - BATTERY ADAPTOR	80700402	50600	*$23.60*
	MISC 999 - ZORO - MAGNETS	80700402	50600	*$171.75*
	ZORO - HEADLAMPS	80700402	50600	*$434.45*
	MISC 999 - STANS RADIATOR - REPAIR	80800402	51270	*$90.25*
	MISC 999 -GREEN INDUSTRIAL - AMPLIFIER	80800402	51400	*$115.43*
	MISC 999 -POWERHOUSE MOTORS - POLARIS PARTS	80900402	50600	*$10.68*
	MISC 999 -KULLY - PIPE/FITTINGS	80900402	51260	*$5.01*
	MISC 999 -KELLY SUPPLY - FITTINGS	80900402	51260	*$46.23*
	MISC 999 -PSC - AIRLINE ANTIFREEZE	80900402	51260	*$56.87*
	MISC 999 -KULLY - PIPE/FITTINGS	80900402	51260	*$108.99*
	MISC 999 - MCMASTER CARR - MISC ITEMS	80900402	51260	*$113.00*
	MISC 999 - MCMASTER - WIRE	80900402	51260	*$164.34*
	MISC 999 -MCMASTER - TURNBUCKLES	80900402	51260	*$195.54*
	MISC 999 - MCMASTER - TURNBUCKLES	80900402	51260	*$201.99*
	MISC 999 -ZORO - FILTERS	80900402	51460	*$169.11*
04881021	JJS TECHINCAL SERVICE - MSA AIR GAS MONITOR REPLAC	56000405	92700	*$1,180.28*
05591256	GRAINGER - HARD HAT CHIN STRAP FOR ROB D	56000405	92700	*$165.60*
	GRAINGER - SHOP SUPPLIES	56000405	93110	*$138.96*
05700345	AMERICAN AIRLINES - FLIGHT - PUBLIC POWER SUMMIT	56000405	92200	*$529.80*
		56000405	92200	*$529.80*
05726753	WALMART - KLEENEX	56000405	92100	*$7.32*
05742479	MARSHALL WOLF AUTOMATION - REMOTE MODULE	51000404	57250	*$364.01*
	BNSF CONTRACTOR.COM	56100405	91830	*$50.00*
	CEDENGINEERING.COM - CONTINUING ED	56100405	92200	*$24.00*
	PDH ONLINE - CLASS	56100405	92200	*$25.00*
	NEBRASKA BOARD OF ENGINEERS AND ARCHITECTS - LICEN	56100405	92200	*$80.00*
		56100405	92200	*$80.00*
		56100405	92200	*$80.00*
	ASME - MEMBERSHIP	56100405	92200	*$158.00*
	AMERICAN WELDING SOCIETY - PIPING ENDORSEMENT EXAM	56100405	92200	*$380.00*
05742503	BIG G ACE SHOP - LIGHT AND PARTS	52061402	51100	*$62.15*
	HOWARDS GLASS - DSB	52061402	51100	*$921.16*
	MENARDS - POP RIVET TOOL AND RIVETS	52061402	51400	*$49.56*
05742511	AMAZON -HEAD LIGHTS	52000405	93927	*$162.62*
05746298	GRAINGER-DAMPER ARMS	51000404	56201	*$126.25*
	DUTTON LAINSON THERMOSTATS	53000401	57002	*$283.54*
	GRAINGER-WELL 28 HEATER	53000401	57002	*$288.73*
		53000401	57002	*$4,269.80*
	MENARDS-CABINETS	54069404	57001	*$299.98*
	ALLIED ELEC-CABLES	54069404	57001	*$516.66*
	ECHO-ELECTRICAL FITTINGS	54069404	57001	*$603.18*
	CURLY'S RADIATOR-RAD REPAIR	54068401	57025	*$695.00*
	NAPA-WIRE LOOM	54068401	58000	*$42.96*
	MENARDS-TOOLS	54068401	58000	*$83.95*
	MENARDS-CASTERS	54068401	58000	*$111.96*
		54068401	58000	*$133.76*
	KULLY-VACUUM	54068401	58000	*$176.49*
	ECHO-CABLE TIES	54068401	58000	*$256.77*
	GRAINGER-TOOLS	54068401	58000	*$263.48*
	MENARDS-ORGANIZERS	54068401	58000	*$306.72*
05746314	AMAZON-ACTUATORS	51000404	56201	*$350.10*
	AMAZON-TEMPERATURE CONTROLLER	51000404	56201	*$423.12*
	MENARDS - COLOR DIAL THERMO	53000401	56000	*$53.39*

Distribution Register by Check

			LCL-TOOL BOX	53000404	58000	*$888.26*
			VULCAN INDUSTRIES - SCREENING	54068401	56001	*$2,228.92*
			SWAGELOK - TUBING AND FITTINGS	54069404	57001	*$2,964.83*
			BIG G - PAINT	54068401	57010	*$82.78*
			GRACES LOCKSMITH - DOOR KEY	54068401	57029	*$25.00*
			NAPA - WIPER BLADES	54068401	57031	*$20.58*
			MENARDS - CLEANING SUPPLIES	54068401	58000	*$37.77*
			MENARDS - SHOP VAC PARTS	54068401	58000	*$75.27*
			MENARDS-COLOR DIAL THERMO	54068401	58000	*$95.51*
			MENARDS - STROAGE RACK PARTS	54068401	58000	*$167.56*
			KULLY PIPE - MILWAUKIE LIGHT	54068401	58000	*$171.45*
			"KULLY PIPE - M18 FUEL 1/2""	54068401	58000	*$254.17*
			AMAZON-TOOLBOX	54068401	58000	*$749.99*
			EBAY-AVERY CUSTOM INDEX	54000405	92100	*$18.11*
			WEF MEMBERSHIP RENEWAL	54000405	93000	*$150.00*
		05920398	TRAIN23-01 ISA - EIC TRAINING	80700406	92200	*$130.00*
		05984998	TELEDYNE INSTRUMENTS INC -	52062401	50640	*$3,839.16*
			NE GOV.COM - LBNRD TREE ORDER	53000401	57002	*$173.55*
		06678292	MOBOTREX - BRACKET	52000418	41820	*$55.00*
			DUTTON -CONDUITS/DIE-CAST	53000401	57002	*$20.61*
			MENARDS- HEATERS	53000401	57002	*$48.12*
		06678342	MENARDS - CONDUIT FITTINGS	52064402	57011	*$2.29*
			MENARDS - EMT CONNECTORS	56000100	54040	*$1.55*
			MENARDS - 1 1/4 CONDUIT STRAPS	56000100	54040	*$25.43*
			MENARDS - WP BOX AND COVER	56000100	54040	*$140.19*
			MENARDS - OFFICE CLOCK	56000100	54040	*$159.43*
			AMAZON - BITS AND SCREW	56000405	92280	*$18.59*
		06701565	PUPUSERIA MARTITA - MEALS	53000404	57000	*$24.43*
			PIZZA HUT - MEAL WORK	53000404	57000	*$56.99*
			JIMMY JOHNS - MEAL WORK	53000404	57500	*$30.42*
			BURL. VILLAGE LAUNDRY - WASH	53000404	57550	*$20.00*
			MENARDS - INSULATION FOAM FOR	53000404	57550	*$44.64*
			VERMEER HIGH PLAINS -	53000404	57550	*$57.58*
			MATHESON - PPE CONCRETE	53000404	58000	*$13.05*
			BOMGAARS - PPE GLOVES	53000404	58000	*$21.38*
			MENARDS - PPE INSULATED	53000404	58000	*$26.74*
			MENARDS - SHOP SUPPLIES PPE	53000404	58000	*$29.57*
			BIG G - TIE DOWN STRAPS FOR	53000404	58000	*$33.79*
			W G PAULEY - CONCRETE	53000404	58000	*$224.70*
		06871335	BIG G ACE - SCRUB BRUSH	52064401	56710	*$4.06*
			EAKES OFFICE SOLUTIONS - JR.	52064401	56710	*$14.97*
			EAKES OFFICE SOLUTIONS -	52064401	56710	*$33.94*
			AMAZON - MAGIC ERASER	52064401	56710	*$42.78*
			LINE WORK - TOOL ORGANIZER	52064401	56710	*$168.11*
			BIG G ACE - JOBSIGHT LIGHT	52064401	56710	*$343.44*
			EIO - CABLE FAULT TESTER PROBW	52064401	56710	*$335.31*
			EIO - UNDERGROUND ELBOW	52064401	56710	*$753.00*
			Total Vendor:			***$48,757.85***
6052845	1033 GREAT WEST LIFE	020323 01	DEFERRED COMP DEPOSIT	56000241	24170	*$4,699.41*
			Total Vendor:			***$4,699.41***
6052846	1033 GREAT WEST LIFE	020323 02	ROTH 457	56000241	24170	*$16,283.37*
			Total Vendor:			***$16,283.37***
6052847	1033 GREAT WEST LIFE	020323 03	PENSION DEPOSIT	56000241	24150	*$54,559.74*
			Total Vendor:			***$54,559.74***
6052848	1813 MISSIONSQUARE RET CLIENTS	020323 MISSION SQUAR	IMCA DC DEPOSIT	56000241	24170	*$150.00*
			Total Vendor:			***$150.00***
6052849	1174 NEBRASKA CHILD SUPPORT	020323 CHILD	EMPLOYEE CHILD SUPPORT	56000241	24100	*$2,640.00*
			Total Vendor:			***$2,640.00***

Distribution Register by Check

6052850	1212	OPTUM BANK	020323 OPTIMUM	EMPLOYEE HSA DEDUCTIONS	56000240	24031	*$9,781.39*
				Total Vendor:			***$9,781.39***
6052851	1351	UNITED PARCEL SERVICE	00006838E9043	DELIVERY SERVICE	53000404	59100	*$124.18*
					54069404	57001	*$20.09*
					54068401	57024	*$73.32*
					56000405	90400	*$30.00*
					80800402	50600	*$268.22*
				Total Vendor:			***$515.81***
6052852	629	UNITED STATES TREASURY	020323 US TREAS	FIT & FICA WITHHOLDINGS	56000241	24110	*$76,643.76*
					56000241	24130	*$101,687.27*
				Total Vendor:			***$178,331.03***
							4,093,445.76
							$4,093,445.76

FUND	PAYMENT AMOUNT	VOID CHECKS	TOTALS
Total Combined:	***$3,063,901.62***	$3,296.29	$3,060,605.33
Total Electric:	***$1,029,544.14***	0	$1,029,544.14
Total:	***$4,093,445.76***		$4,090,149.47

CITY OF HASTINGS
DEVELOPMENT SERVICES DEPARTMENT
MONTH END REPORT FOR JANUARY 2023

Type of Permit	# of Permits	Fees	Valuation
Electric	26	$ 6,355.00	$ -
Gas	15	$ 320.00	
Plumbing			
Inspection	13	$ 600.00	
Utilities		$ 2,253.57	
Building			
Issued	10	$ 5,031.22	$ 1,727,725.45
Demolition	1	$ 70.00	
Dumpster	0	$ -	
Sign Permits	6	$ 180.00	
Fence Permits	4	$ 120.00	
Street Access Permits	4	$ 120.00	
Moving Permits	0	$ -	
Roofing Permits	1	$ 30.00	
Siding Permits	0	$ -	
Zoning and Filing Fees		$ 1,789.00	
Out of District		$ -	
Electric Cards		$ 255.00	
Plumbing Cards		$ 70.00	
Gas Cards		$ 35.00	
Electric Exams		$ -	
Plumbing Exams		$ 50.00	
Gas Exams		$ -	
Occupation Tax		$ -	
Subtotals	**80**	**$ 17,278.79**	**$ 1,727,725.45**
HU Plbg. Reimbursement		$ 2,209.36	
HU Out of District Fees		$ -	
Total Collected	**80**	**$ 15,069.43**	**$ 1,727,725.45**

Development Services Director

Parks & Recreation Department
January 2023

During the past couple of months, the Recreation Department has been evaluating the Hastings Aquacourt operations to determine if any changes should be made for better operations this upcoming summer. During those evaluations they surveyed other community waterparks in Nebraska. After gathering some great feedback, it was determined that changing the hours of operation would help our lifeguard staffing challenges. Currently, we are open 12-8pm, 7 days a week. This upcoming summer we will be changing our hours to 12pm-7pm, 7 days a week.

It was determined that closing an hour earlier would help with staffing shortages during a slow period of time (7pm-8pm) when the Aquacourt is not very busy. This change would allow river walking to start earlier at night (7pm-8pm) rather than the current 8pm-9pm. Lastly, it will allow after hour rentals to go from 7pm-10pm instead of the current hours of 8pm-11pm. We feel these changes will have a minimal effect on the public and will only help with the staffing requirements.

Recreation

It's been a slow month for programming. Staff is working on the activity guide proofs and soliciting advertising revenue. A contract was signed with Luke Mills Band and Pyrotechnics for the July 4th celebration.

January 7 – First day of youth basketball league taking place at Hastings Middle School and the Community Center. There are 84 kindergarteners, 95 first graders and 99 second graders enrolled.

January 7 - The city-wide garage sale was hosted at the auditorium. There were twenty-nine tables selling items.

Staff met with city clerk and attorney to discuss the possibility of hosting a movie and 5K race at the Municipal Airport.

Rehire forms were sent to softball staff for the Summer.

Continue to promote events on social media and answering questions from the public on Facebook page.

Aquacourt

Staff went to the three area high schools to promote upcoming lifeguard classes and jobs at the water park.

Emails were sent to last year's staff about the new wages and rehire forms for them to complete. New floatable and diving board arrived.

Parks

Working on mowers and trucks from the Complex.
David Dedrick and Terry Brown attended a Turf Conference in Omaha.
Snow removal was busy this month.
Removed more trees on the removal list.
Chemicals and fertilizer delivered from Van Diest.
Pumped out our used oil tank.
Washed and waxed vehicles and restock the toolboxes.
Did CPR Training.
Hauled trees away that the Cemetery crew cut down.
Received a truck.
Put lights at the Complex and old PD.
Received bids for roof repairs.
Help Street Department with snow removal.
Cleaned off ice skating rink.
Repair and maintenance on snow removal equipment.

Director's Meetings

1/9	Shawn Metcalf
1/10	CPR Class
1/11	Heartwell Pedestrian Bridge
1/12	IRA Funding
1/12	Adams County CVB Grant
1/16	Softball Scholarship
1/18	T Mobile for Government
1/18	Bike Trails Planning
1/20	Matt Fong
1/23	Fencing Project @ Smith Complex
1/24	Staff Evaluation
1/31	Airport Events

Auditorium

7 of 31 days rented.

Cemetery

Adult Burials- 10
Stone permits- 2
Grave Sale- 3

We have been working on Phase 4 of the road project cutting down trees. We cleaned the roads in the Cemetery from the last snowstorm. We serviced a couple vehicles.

SOLID WASTE/WOOD WASTE VOLUME AND REVENUE REPORT

Month of JANUARY 2023

Rate Change Effective 10/1/2022

SOLID WASTE FACILITY

Hastings/Adams County

Loose Tonnage	993.01 .	
Compacted Tonnage	1,544.83 ·	
Special Waste Tonnage	0.00 ·	
Industrial Waste I Tonnage	138.02 ·	
Industrial Waste II Tonnage	0.04 ·	
Contaminated Soil/Sands	545.67 .	

Regional Five-County Area

Loose Tonnage	151.86 ·	
Compacted Tonnage	571.87 ·	
Special Waste Tonnage	0.00 ·	
Industrial Waste I Tonnage	0.00 ·	
Industrial Waste II Tonnage	0.00 ·	
Contaminated Soil/Sands	0.00 .	
		3,945.30 ·*

WOOD WASTE FACILITY

Hastings/Adams County and Regional Five-County Area

Total Tonnage of Incoming Wood Waste	348.14 *	
Total Tonnage of Incoming Green Waste	8.60 *	
		4,302.04 *

REVENUE INCOME

Solid Waste Facility

Cash	$14,035.38 No RCC Redeemed, 9 Freon Appliances=$94.50	
Charge	$156,596.98	
	*	$170,632.36
Special Waste Fees	$0.00 *	
Industrial Waste I Fees	$8,695.26 *	
Industrial Waste II Fees	$84.00 *	
Contaminated Soils/Sand	$22,924.06 *	
	*	$31,703.32

Wood Waste Facility

Incoming Wood Waste Revenue	$6,312.66	
Total Revenue of Natural Wood Chip Sales	$2,583.70	
Incoming Green Waste Revenue	$362.90	
Total Revenue of Compost Sales	$0.00	
	*	$9,259.26
***REVENUE GRAND TOTAL FOR THE MONTH**	$179,891.62	

*Special Waste/Industrial Waste/Contaminated Soil & Sand charges included in charge amount

Prepared By: Janet Johnson Checked By: Julayne Brown

Updated 2/3/2023

CITY OF HASTINGS
FY 2022-2023 LANDFILL MONTHLY TOTALS

MONTH	HASTINGS/ADAMS COUNTY L-TON	C-TON	SP	IW1/IW2	SOIL/SAND	OUTSIDE ADAMS COUNTY L-TON	C-TON	SP	IW	S/S	CASH	CHARGE	SPEC/INDR SOIL/SAND$*	TOTAL	DC/CY	RATIO CY/TON
10/2022	2,600.30	1,620.86	23.28	103.15	578.96	408.76	543.11	0.00	0.00	0.00	88,843.65	164,333.32	33,294.70	253,176.97	940	6.254/1
11/2022	1,450.20	1,628.55	2.52	208.25	507.41	336.67	586.49	1.75	0.00	0.00	31,805.93	173,819.13	35,063.82	205,625.06	1,180	4.002/1
12/2022	1,031.56	1,663.18	1.06	117.38	543.73	185.27	535.39	0.50	0.00	0.00	14,164.30	161,571.48	30,531.60	175,735.78	1,410	2.892/1
01/2023	993.01	1,544.83	0.00	138.06	545.67	151.86	571.87	0.00	0.00	0.00	14,035.38	156,596.98	31,703.32	170,632.36	780	5.058/1
02/2023														0.00		
03/2023														0.00		
04/2023														0.00		
05/2023														0.00		
06/2022														0.00		
07/2023														0.00		
08/2023														0.00		
09/2023														0.00		
TOTAL	**6,075.07**	**6,457.42**	**26.86**	**566.84**	**2,175.77**	**1,082.56**	**2,236.86**	**2.25**	**0.00**	**0.00**	**148,849.26**	**656,320.91**	**130,593.44**	**805,170.17**	**4,310**	**---**

Oct 2022 / 1 RCC Redeemed = .10T (200 lbs) = $10.50
Dec 2022 / 1 RCC Redeemed =.25T (500 lbs) = $10.50

18,623.63 Total Tons-To-Date

Industrial Waste I & Industrial Waste II
*Spec/Ind Waste/Soil/Sand Waste added together-Total $'s

Prepared By: Janet Johnson

Checked By: [illegible signature]

[illegible signature]

Updated 2/3/2023

CITY OF HASTINGS
FY 2022-2023 WOOD WASTE FACILITY MONTHLY TOTALS

MONTH	TOTAL TON INCOMING WOOD WASTE	TOTAL INCOMING $	TOTAL CY STD CHIP SALES	TOTAL CY PREM CHIP SALES	TOTAL CHIP SALES	GRAND TOTAL	
10/2022	155.87	$6,859.14	19.00	39.00	$208.89	$7,068.03	Parks=.22 T Wd & 17 cy Standard Wd Chips N/C, Street Dept=.04 T Wood N/C
11/2022	241.61	$8,905.44	180.00	45.00	$617.21	$9,522.65	Parks=.32.61 T Wd N/C
12/2022	263.41	$9,487.12	600.00	3.00	$1,281.83	$10,768.95	Parks=38.32 T Wd N/C
01/2023	348.14	$6,312.66	1,222.00	1.00	$2,583.70	$8,896.36	Parks= 196.54 T Wd N/C, Xmas Trees = 1.52 T N/C
02/2023						$0.00	
03/2023						$0.00	
04/2023						$0.00	
05/2023						$0.00	
06/2023						$0.00	
07/2023						$0.00	
08/2023						$0.00	
9/1/203						$0.00	
TOTALS	**1,009.03**	**$31,564.36**	**2,021.00**	**88.00**	**$4,691.63**	**$36,255.99**	

Prepared By: Janet Johnson Checked By: Lulayne Brown

Michelle Dell

Updated 2/3/2023

CITY OF HASTINGS
FY 2022-2023 GREEN WASTE & COMPOST MONTHLY TOTALS

MONTH	TOTAL TON INCOMING GREEN WASTE	TOTAL INCOMING $	TOTAL CY COMPOST SALES	TOTAL $ COMPOST SALES	GRAND TOTAL
10/2022	16.46	$805.32	23.00	$48.53	$853.85
11/2022	13.55	$704.58	0.00	$0.00	$704.58
12/2022	8.82	$405.48	140.00	$295.40	$700.88
01/2023	8.60	$362.90	0.00	$0.00	$362.90
02/2023					$0.00
03/2023					$0.00
04/2023					$0.00
05/2023					$0.00
06/2023					$0.00
07/2023					$0.00
08/2023					$0.00
09/2023					$0.00
TOTALS	**47.43**	**$2,278.28**	**163.00**	**$343.93**	**$2,622.21**

Prepared By: Janet Johnson Checked By: Nulayne Brown

Michelle Dill

Updated 2/3/2023

CITY OF HASTINGS

2022-2023 USED OIL/ANTI-FREEZE COLLECTION MONTHLY TOTALS

MONTH	TOTAL INCOMING USED OIL (GAL)	TOTAL INCOMING ANTI-FREEZE (GAL)	TOTAL INCOMING $	
10/2022	360.00	0.00	$14.25	Tri State Oil Reclaimers PickUP 10/14/2022 57 Gal Public, 303 Gal LF. Tri State Oil Ck #82234 = $220.00, 11/2/2022
11/2022	23.00	3.00	$6.50	
12/2022	29.00	5.00	$8.50	
01/2023	0.00	30.00	$0.00	Antifreeze - LF N/C
02/2023				
03/2023				
04/2023				
05/2023				
06/2023				
07/2023				
08/2023				
09/2023				
TOTALS	**412.00**	**38.00**	**$29.25**	

Prepared By: Janet Johnson Checked By: Tulayne Brown

Michelle Dill

Updated 2/3/2023

Liquor License Renewal List

Class	Name	DBA	Address	Title
Catering (I)	BPOE Lodge 159	Hastings Elk's Lodge	3050 E. South Street	Liquor Catering (I)
Catering (I)	Central Community College Area	Central Community College	550 S. Technical Boulevard	Liquor Catering (I)
Catering (L)	Steeple Brewing Company, LLC	Steeple Brewing & Wave Pizza	713-717 W. 1st Street	Liquor Catering (L)
Class "B"	Family Dollar, Inc.	Family Dollar 25015	811 S. Burlington Avenue	Beer Off Sale
Class "B"	Thomsen Oil Company	West Second Best Stop	2304 W. 2nd Street	Beer Off Sale
Class "D"	Bosselman Pump & Pantry, Inc.	Pump & Pantry #24	1630 E. South Street	Spirits Wine Beer Off Sale
Class "D"	Boys 3 MCP, Inc.	Coach's Corner Convenience Store	3212 Osborne Dr. East	Spirits Wine Beer Off Sale
Class "D"	Casey's Retail Company	Casey's General Store #2752	1725 W. 2nd Street	Spirits Wine Beer Off Sale
Class "D"	Casey's Retail Company	Casey's General Store #1780	406 S. Elm Avenue	Spirits Wine Beer Off Sale
Class "D"	Casey's Retail Company	Casey's General Store #2719	810 W. 16th Street	Spirits Wine Beer Off Sale
Class "D"	CF Altitude, LLC	Alta #6216	500 S. Burlington Avenue	Spirits Wine Beer Off Sale
Class "D"	Cooperative Producers, Inc.	Premier Stop North	1414 N. Burlington Avenue	Spirits Wine Beer Off Sale
Class "D"	Cooperative Producers, Inc.	Premier Stop South	1410 W. "J' Street	Spirits Wine Beer Off Sale
Class "D"	GNS Corporation	Discount City	848 S. Burlington Avenue	Spirits Wine Beer Off Sale
Class "D"	GNS Corporation	Discount City	819 E. South Street	Spirits Wine Beer Off Sale
Class "D"	Hoff Brothers, Inc.	Fill-N-Chill #5	2815 Parklane Drive	Spirits Wine Beer Off Sale
Class "D"	Hoff Brothers, Inc.	Fill-N-Chill #7	228 N. Burlington Avenue	Spirits Wine Beer Off Sale
Class "D"	Hoff Brothers, Inc.	Fill-N-Chill #6	734 S. Burlington Avenue	Spirits Wine Beer Off Sale
Class "D"	Hoff Brothers, Inc.	Fill-N-Chill #2	202 E. 2nd Street	Spirits Wine Beer Off Sale
Class "D"	L.C.S., Inc.	X-press Mart	2211 N. Kansas Avenue	Spirits Wine Beer Off Sale

Class	Name	DBA	Address	Title
Class "D"	Walgreen Company	Walgreens #03269	705 N. Burlington Avenue	Spirits Wine Beer Off Sale
Class "D"	Walmart, Inc.	Walmart #1460	3803 Osborne Drive West	Spirits Wine Beer Off Sale
Class "I"	AFJ Inc.	El Toro Mexican Restaurant	3609 Cimarron Plaza, Suite 130	Spirits Wine Beer On Sale
Class "I"	BPOE Lodge 159	Hastings Elk's Lodge	3050 E. South Street	Spirits Wine Beer On Sale
Class "I"	Central Community College Area	Central Community College	550 S. Technical Boulevard	Spirits Wine Beer On Sale
Class "I"	El Puerto, LLC	El Puerto	1008 S. Burlington Avenue	Spirits Wine Beer On Sale
Class "I"	Frew Enterprises, LLC	Hastings Sodbusters	601 East South Street	Spirits Wine Beer On Sale
Class "I"	Golden Entertainment NE, Inc.	Golden Ticket Cinemas	3207 W. 12th Street	Spirits Wine Beer On Sale
Class "I"	LNJD Enterprises, Inc.	Papa Ray's Pizza & Café	2604 W. 2nd Street	Spirits Wine Beer On Sale
Class "I"	Ninja House, Inc.	Ninja Steak Sushi House	235 S. Burlington Avenue	Spirits Wine Beer On Sale
Class "I"	R L Fridley Theatres, Inc.	Rivoli Theatre	528 W. 2nd Street	Spirits Wine Beer On Sale
Class "I"	The Listening Room, Inc.	The Lark	809 W. 2nd Street	Spirits Wine Beer On Sale
Class "L"	No Coast Brewing, LLC	First Street Brewing Company	119 N. St. Joseph Avenue	Craft Brewery On & Off Sale
Class "L"	Steeple Brewing Company, LLC	Steeple Brewing & Wave Pizza	713-717 W. 1st Street	Craft Brewery On & Off Sale
Class "M"	Jonathon D. Canterbury	The Platform	1104 W. "J" Street	Bottle Club

HU Form No. 34

Date: 8/9/22
B. Tran

WORK ORDER ENGINEERING ESTIMATE
HASTINGS UTILITIES
HASTINGS, NEBRASKA

Name of Department:	**Electric**	**Work Order No.:**	**EL-243**
Construction:	**X**	**Budget Item No.:**	**2.50 21/22**
Retirement:		**Budget Item Amt:**	**$450,000**

DESCRIPTION AND LOCATION:

Installation of a New 3 Phase Pad Mount Transformer to Serve YMCA Addition at 1430 West 16th Street in Hastings, Nebraska

PURPOSE OF WORK IMPROVEMENT:

Larger transformer due to accommodate new load after addition is complete

CONTRIBUTIONS/REMARKS:

Estimated Cost	Amount		
1. Material to be Purchased	$0.00	Attached Map or DWG No.:	E-UD-814
2. Material from Stock	$ 21,199.10	Sheet No.:	
3. Labor	$ 6,320.00	Date Work to be Started:	2/13/2023
4. Truck Usage	$ 1,550.00	Date Work to be Finished:	3/31/2023
5. Equipment Usage	$ 1,344.50	Checked By: Jeff Campbell Digitally signed by Jeff Campbell Date: 2023.01.23 16:19:34 -06'00'	Date
6. Contract Amount			
7. Easements		Checked By: Tyler Waite Digitally signed by Tyler Waite Date: 2023.01.23 16:34:21 -06'00'	Date
SUBTOTAL	$30,413.60	Approved By: Lee Vrooman Digitally signed by Lee Vrooman Date: 2023.01.23 16:47:11 -06'00'	Date
Engineering & Administrative @ 6%	$ 1,824.82		
Vehicle Usage @ 1%	$ 304.14	Director of Engineering	
		Approved By:	Date
SUBTOTAL	$32,542.55		
Less Developer Contribution		Hastings City Council	
		Authorized By: Kevin D Johnson Digitally signed by Kevin D Johnson Date: 2023.01.23 16:48:35 -06'00'	Date
TOTAL ESTIMATED COST OF WORK ORDER	$32,542.55	Manager	

HASTINGS UTILITIES, HASTINGS, NEBRASKA

Work Order No.: EL-243

B.I. No.: 2.50

B.I. Yr.: 21/22

MATERIAL ESTIMATE

Quantity		Stock Number	Description	Unit Price	Stock Material	New Material
1	ea.	021-01-04	Ground Wire Molding	7.28	7.28	
3	ea.	022-02-01	Wildlife Guard	3.77	11.31	
4	ea.	023-03-04	Molding Staples	1.36	5.44	
3	ea.	024-02-01	Short-Shank Insulator Pins	7.82	23.46	
3	ea.	039-03-01	15Kv Polymer Insulators	4.77	14.31	
1	ea.	039-17-04	H-46D Spacer Cable Bracket	48.17	48.17	
3	ea.	042-14-20	H-Tap For 556 Spacer	3.30	9.90	
3	ea.	043-08-03	#2 15KV Loadbreak Elbow	33.95	101.85	
3	ea.	043-20-15	10KV MOV Surge Arrester	60.19	180.57	
9	ea.	044-01-04	Split-Bolt Ground Connectors	1.37	12.37	
2	ea.	046-08-01	Transformer Ground Connectors	1.74	3.48	
3	ea.	049-01-11	40Amp Fuse Link	5.75	17.25	
3	ea.	055-01-01	100Amp 15KV Cutout	78.31	234.93	
3	ea.	066-04-10	10Kv Riser Pole Lighting Arrester	60.29	180.87	
65	ft.	068-01-04	#4 Bare Copper Ground Wire	0.49	31.85	
720	ft.	077-13-02	#2 15KV Aluminum 220Mil Jacketed Cables	2.50	1,800.00	
3	ea.	089-15-20	Cable Positioner	22.45	67.35	
1	ea.	089-15-60	Triple Mount Cutout/Arrester Bracket	97.38	97.38	
3	ea.	089-17-02	#2 15KV Termimatic	52.08	156.24	
3	ea.	089-52-02	#2 Stem Connector	8.55	25.65	
2	ea.	097-02-06	Rolls of Gray Coding Tape	3.41	6.82	
1	ea.	097-03-12	Roll of High-Voltage Tape	13.03	13.03	
1	ea.	097-04-01	Roll of Air Seal Tape	20.72	20.72	
1	LS	099-03-06	3 Hole Cable Breakout for 4" PVC	60.80	60.80	
3	ft.	178-09-06	Standoff Tee Rajl	7.22	21.66	
3	ea.	178-10-04	6" Standoff Brackets	25.40	76.20	
3	ea.	178-11-05	4" Pipe Straps	4.90	14.70	
1	ea.	190-01-45	45' Class 2 Wood Pole	590.54	590.54	
1	ea.	191-01-04	8' Fiberglass Tangent Crossarms	146.04	146.04	
1	ea.	582-00-01	Tube of Silicone Caulk	5.57	5.57	
19	ea.	901-03-05	Ground Wire Staples	1.40	26.60	
2	ea.	955-01-04	51624 Brass Padlock	10.80	21.60	
1	ea.		750KVA 1380Y/7970 208Y/120 3Ø Deadfront Padmount	16,820.40	16,820.40	
1	LS		Miscellaneous Tape, Wire, Connections, Etc.	100.00	100.00	
				-	-	
				-	-	
					-	
			Total Page 3		$ 20,954.34	$ -
			Total Page 2 Brt Fwd		$ 244.76	$ -
					-	
			TOTAL (Pages 2 & 3)		$ 21,199.10	$ -

Estimated By: B.Tran Date: 1/20/23 Page 3

HASTINGS UTILITIES, HASTINGS, NEBRASKA

Work Order No.: EL-243
B.I. No.: 2.50
B.I. Yr.: 21/22

LABOR AND EQUIPMENT ESTIMATE

Classification of Labor or Equipment to be Used		No of Hr/Mi/Ft	Cost Per Unit	Subtotal	Total Cost
LABOR:	Engeneering Department ($50)	8	50.00	400.00	
	Electric Department	64	65.00	4,160.00	
	Gas Department	32	55.00	1,760.00	
		TOTAL - LABOR			$6,320.00
TRUCKS:	Trucks 22 & 23 (Hours)	4	218.75	875.00	
	Trucks 24 & 28 (Hours)	4	137.50	550.00	
	Trucks 25 & 26 (Hours)	2	62.50	125.00	
	Truck (Hours)			0.00	
				0.00	
				0.00	
		TOTAL - TRUCKS USAGE			$1,550.00
EQUIPMENT	Air Compressor (Hours)	1	31.25	31.25	
	Backhoe (Hours)	8	37.50	300.00	
	Boring Machine or Bore (Feet)	188	1.50	282.00	
	Packer (Hours)			0.00	
	Trench (Feet)	0	8.75	0.00	
	Skid Steer			0.00	
	Hydra Tamp (Hours)	3	143.75	431.25	
	Spoil Vac (Hours)	4	75.00	300.00	
		TOTAL - EQUIPMENT USAGE			$1,344.50
TOTAL COST ALL LABOR AND EQUIPMENT ESTIMATE					$9,214.50

MATERIAL ESTIMATE

Quantity		Stock Number	Description	Unit Price	Stock Material	New Material
1	ea.	001-02-13	1/2" x 12" Galvanized Machine Bolts	1.13	1.13	
3	ea.	001-03-11	5/8" x 10" Galvanized Machine Bolts	1.28	3.84	
2	ea.	001-03-12	5/8" x 12" Galvanized Machine Bolts	1.59	3.18	
4	ea.	001-04-12	3/4" x 12" Galvanized Machine Bolts	1.28	5.12	
3	ea.	002-02-02	1/2" x 4" Lag Bolts	0.58	1.74	
9	ea.	005-01-03	2 1/4" Square Washers	0.26	2.34	
1	ea.	005-02-05	4" x 4" Curved Washers	1.38	1.38	
6	ea.	007-03-03	5/8" Square Locknuts	0.20	1.20	
4	ea.	007-03-04	3/4" Square Locknuts	0.62	2.48	
1	ea.	012-01-11	TS-1 Stirrup	8.69	8.69	
1	ea.	012-01-14	BA3-15 Spacer Angle Bracket	61.29	61.29	
2	ea.	012-02-09	BM-24 Messenger Brackets	68.78	137.56	
1	ea.	019-09-06	5/8" x 10' Ground Rod	13.33	13.33	
1	ea.	020-02-03	5/8" Ground Clamp	1.48	1.48	
			TOTAL		$ 244.76	$ -

Estimated By: B.Tran Date: 1/20/23

HU Form No. 34

Date: 1/17/23

WORK ORDER ENGINEERING ESTIMATE
HASTINGS UTILITIES
HASTINGS, NEBRASKA

Name of Department:	Plant	Work Order No.:	PL-618
Construction:	X	Budget Item No.:	2.02 22/23
Retirement:		Budget Item Amt:	$200,000

DESCRIPTION AND LOCATION:

New fence located along south side of WEC

PURPOSE OF WORK IMPROVEMENT:

Heartwell Renewables rail installed on WEC property, therefore new fence with gates in a new location is required.

CONTRIBUTIONS/REMARKS:

Estimated Cost	Amount		
1. Material to be Purchased	$5,000.00	Attached Map or DWG No.: Sheet No.:	
2. Material from Stock	1.00	Date Work to be Started:	
3. Labor	7,200.00	Date Work to be Finished:	
4. Truck Usage	0.00	Checked By: Keith Miller Digitally signed by Keith Miller Date: 2023.01.19 15:20:14 -06'00'	Date
5. Equipment Usage	0.00		
6. Contract Amount (fence)	111,035.00	Checked By: Derek Zeisler Digitally signed by Derek Zeisler Date: 2023.02.02 16:47:56 -06'00'	Date
7. Contract Amount (control/electrical)	30,000.00		
8.		Approved By: Lee Vrooman Digitally signed by Lee Vrooman Date: 2023.02.03 08:05:08 -06'00' Director of Engineering	Date
SUBTOTAL	$153,236.00		
Engineering & Administrative @ 6%	9,194.16		
Vehicle Usage @ 1%	1,532.36	Approved By: Hastings City Council	Date
Subtotal	$163,962.52		
Less Developer Contribution			
		Authorized By: Kevin D Johnson Digitally signed by Kevin D Johnson Date: 2023.02.03 08:22:50 -06'00' Manager	Date
TOTAL ESTIMATED COST OF WORK ORDER	$163,962.52		

HASTINGS UTILITIES, HASTINGS, NEBRASKA

Work Order No.: PL-618
B.I. No.: 2.02
B.I. Yr.: 22/23

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)	40	50.00	2,000.00	
	Electric Department	80	65.00	5,200.00	
	Gas Department	0	55.00	0.00	
		TOTAL - LABOR			$7,200.00
TRUCKS:	Trucks 22 & 23 (Hours)			0.00	
	Trucks 24 & 28 (Hours)			0.00	
	Trucks 25 & 26 (Hours)			0.00	
	Truck (Hours)			0.00	
				0.00	
				0.00	
		TOTAL - TRUCKS USAGE			$0.00
EQUIPMENT:	Air Compressor (Hours)			0.00	
	Backhoe (Hours)			0.00	
	Boring Machine or Bore (Feet)			0.00	
	Packer (Hours)			0.00	
	Trench (Feet)			0.00	
	Skid Steer			0.00	
	Hydra Tamp (Hours)			0.00	
	Spoil Vac (Hours)			0.00	
		TOTAL - EQUIPMENT USAGE			$0.00
TOTAL COST ALL LABOR AND EQUIPMENT ESTIMATE					$7,200.00

MATERIAL ESTIMATE

Quantity		Stock Number	Description	Unit Price	Stock Material	New Material
1			Miscellaneous- Electrical and Fiber Optic	1.00	1.00	$ 5,000.00
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
			TOTAL		$ 1.00	$ 5,000.00

Estimated By: ______________________ Date: ________________

HASTINGS UTILITIES, HASTINGS, NEBRASKA

Work Order No.: PL-618

B.I. No.: 2.02

B.I. Yr.: 22/23

MATERIAL ESTIMATE

Quantity		Stock Number	Description	Unit Price	Stock Material	New Material
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
			Total Page 3		$ -	$ -
			Total Page 2 Brt Fwd		$ 1.00	#######
					-	
			TOTAL (Pages 2 & 3)		$ 1.00	#######

Estimated By: ______________________ Date: __________

HU Form No. 34
HU 2023-17

Date: 2/2/23
Derek Pfeifer

WORK ORDER ENGINEERING ESTIMATE
HASTINGS UTILITIES
HASTINGS, NEBRASKA

Name of Department: Elec Prod
Construction: X
Retirement:

Work Order No.: PL-620
Budget Item No.: 2.13 22-24
Budget Item Amt: $1,000,000

DESCRIPTION AND LOCATION:

Upgrade of DCS hardware and software for North Denver Station Units 4 and 5

PURPOSE OF WORK IMPROVEMENT:

The current Ovation software and hardware is obsolete and is no longer supported by Emerson. This project is to upgrade the system to current technology, eliminate the obsolete Yokogawa link, enable remote monitoring and data utilizing our EDS system, and update and enhance the graphical controls for better operational functionality and control.

CONTRIBUTIONS/REMARKS:

This is a 2 year project. $450,000 in 22/23 budget year, $550,000 in 23/24 budget year.

Estimated Cost	Amount		
		Attached Proposal No.:	CE16128148
1. Material to be Purchased (included in Contra	$ -	Date Work to be Started:	10/24/22
2. Material from Stock	$ 2,500.00	Date Work to be Finished:	9/30/2024
3. Labor	$ 47,520.00	Checked By: Derek D Pfeifer	Date: Digitally signed by Derek D Pfeifer Date: 2023.02.02 11:10:05 -06'00'
4. Truck Usage	$ -		
5. Equipment Usage	$ 2,500.00	Approved By: Derek Zeisler	Date: Digitally signed by Derek Zeisler Date: 2023.02.03 17:20:40 -06'00'
6. Contract Amount - Emerson (includes 7% ta	$ 945,030.42		
7.		Director of Elec Production	
8.		Approved By: Lee Vrooman	Date: Digitally signed by Lee Vrooman Date: 2023.02.06 14:21:12 -06'00'
SUBTOTAL	$ 997,550.42		
Engineering & Administrative @ 6%	$ 59,853.03	Director of Engineering	
Vehicle Usage @ 1%	$ 9,975.50	Approved By:	Date
Subtotal	$ 1,067,378.95		
Less Developer Contribution	$ -	Hastings City Council	
		Authorized By: Kevin D Johnson	Date: Digitally signed by Kevin D Johnson Date: 2023.02.06 14:26:24 -06'00'
TOTAL ESTIMATED COST OF WORK ORDER	$1,067,378.95	Manager	

HASTINGS UTILITIES, HASTINGS, NEBRASKA

Work Order No.: PL-620
B.I. No.: 2.13
B.I. Yr.: 22-24

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)	0	50.00	0.00	
	EIC Department	632	60.00	37,920.00	
	Operations Department - Boiler Tuning	160	60.00	9,600.00	
		TOTAL - LABOR			$47,520.00
TRUCKS:	Trucks 22 & 23 (Hours)			0.00	
	Trucks 24 & 28 (Hours)			0.00	
	Trucks 25 & 26 (Hours)			0.00	
	Truck (Hours)			0.00	
				0.00	
				0.00	
		TOTAL - TRUCKS USAGE			$0.00
EQUIPMENT:	Manlift (Hours)	20	125.00	2,500.00	
	Backhoe (Hours)			0.00	
	Boring Machine or Bore (Feet)			0.00	
	Packer (Hours)			0.00	
	Trench (Feet)			0.00	
	Skid Steer			0.00	
	Hydra Tamp (Hours)			0.00	
	Spoil Vac (Hours)			0.00	
		TOTAL - EQUIPMENT USAGE			$2,500.00
TOTAL COST ALL LABOR AND EQUIPMENT ESTIMATE					$50,020.00

MATERIAL ESTIMATE

Quantity		Stock Number	Description	Unit Price	Stock Material	New Material
1	LS		Misc Electrical Materials for Yokogawa	2,500.00	2,500.00	$ -
					-	-
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
			TOTAL		$2,500.00	$ -

Estimated By: Derek Pfeifer   Date: 2/2/23

HU Form No. 34 **Date:** 1/27/23

WORK ORDER ENGINEERING ESTIMATE
HASTINGS UTILITIES
HASTINGS, NEBRASKA

Name of Department: Sewer

Construction: X

Retirement:

Work Order No.: SW-357

Budget Item No.: 4.24 22/23

Budget Item Amt: $300,000

DESCRIPTION AND LOCATION:

Pump Station to serve Maxon Lagoon and discharge to Heartwell Lift Station.

PURPOSE OF WORK IMPROVEMENT:

Increase loading capacity of the Maxon lagoons

CONTRIBUTIONS/REMARKS:

Estimated Cost	Amount	Attached Map or DWG No.:	
1. Material to be Purchased	$5,000.00	Sheet No.:	
2. Material from Stock	$731.92	Date Work to be Started:	
3. Labor	$13,960.00	Checked By: Brandan Lubken Digitally signed by Brandan Lubken Date: 2023.02.06 09:29:26 -06'00'	Date
4. Truck Usage	$0.00		
5. Equipment Usage	$0.00	Checked By:	Date
6. Contract Amount	$371,925.09		
7.		Approved By: Lee Vrooman Digitally signed by Lee Vrooman Date: 2023.02.06 14:22:57 -06'00'	Date
8.			
SUBTOTAL	$391,617.01	Director of Engineering	
Engineering & Administrative @ 6%	$23,497.02	Approved By:	Date
Vehicle Usage @1%	$234.97		
Subtotal	$415,349.00		
Less Developer Contribution		Hastings City Council	
		Authorized By: Kevin D Johnson Digitally signed by Kevin D Johnson Date: 2023.02.06 14:27:33 -06'00'	Date
TOTAL ESTIMATED COST OF WORK ORDER	$415,349.00	Manager	

HASTINGS UTILITIES, HASTINGS, NEBRASKA

Work Order No.: SW-357
B.I. No.: 4.24
B.I. Yr.: 22/23

LABOR AND EQUIPMENT ESTIMATE

Classification of Labor or Equipment to be Used		No of Hr/Mi/Ft	Cost Per Unit	Subtotal	Total Cost
LABOR:	Engeneering Department ($50)	200	50.00	10,000.00	
	Electric Department	32	55.00	1,760.00	
	Sewer Department	40	55.00	2,200.00	
		TOTAL - LABOR			$13,960.00
MILEAGE:	Trucks 22 & 23 (Miles)			0.00	
	Trucks 24 & 28 (Miles)			0.00	
	Trucks 25 & 26 (Miles)			0.00	
	Truck (Miles)			0.00	
TRUCKS:	Trucks 22 & 23 (Hours)			0.00	
	Trucks 24 & 28 (Hours)			0.00	
	Trucks 25 & 26 (Hours)			0.00	
	Truck (Hours)			0.00	
		TOTAL - MILEAGE & TRUCKS			$0.00
EQUIPMENT:	Air Compressor (Hours)			0.00	
	Backhoe (Hours)			0.00	
	Boring Machine or Bore (Feet)			0.00	
	Packer (Hours)			0.00	
	Trench (Feet)			0.00	
	Skid Steer			0.00	
	Hydra Tamp (Hours)			0.00	
	Spoil Vac (Hours)			0.00	
		TOTAL - EQUIPMENT USAGE			$0.00
TOTAL COST ALL LABOR AND EQUIPMENT ESTIMATE					$13,960.00

MATERIAL ESTIMATE

Quantity		Stock Number	Description	Unit Price	Stock Material	New Material
			Miscellaneous Communications		-	$ 5,000.00
6,700.00	LF	072-04-12	Blue #12 Tracer Wire	0.10	670.00	
3.00	EA	650-25-03	3 lbs Anode	20.64	61.92	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
			TOTAL		$ 731.92	$ 5,000.00

Estimated By: Keith Miller Date: ______

HASTINGS UTILITIES, HASTINGS, NEBRASKA

Work Order No.: SW-357

B.I. No.: 4.24

B.I. Yr.: 22/23

MATERIAL ESTIMATE

Quantity		Stock Number	Description	Unit Price	Stock Material	New Material
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
			Total Page 3		$ -	$ -
			Total Page 2 Brt Fwd		$ 731.92	#######
					-	
			TOTAL (Pages 2 & 3)		$ 731.92	#######

Estimated By: Keith Miller

Date: ____________

HU Form No. 34
HU 2023-04

Date: 1/30/23

WORK ORDER ENGINEERING ESTIMATE
HASTINGS UTILITIES
HASTINGS, NEBRASKA

Name of Department: Sewer

Construction: X

Retirement:

Work Order No.: SW-368

Budget Item No.: 4.23 22/23

Budget Item Amt: $50,000

DESCRIPTION AND LOCATION:

Sewer Service for the Harlan Building at 8th Ave and S Technical Blvd.

PURPOSE OF WORK IMPROVEMENT:

Re-route sewer to lift station and abandon existing sewer main.

CONTRIBUTIONS/REMARKS:

This project is related to a new lift station provided by Heartwell Renewables.

Estimated Cost	Amount		
1. Material to be Purchased	$0.00	Attached Map or DWG No.:	SR-094
		Sheet No.:	17 of 18
2. Material from Stock	0.00	Date Work to be Started:	5/1/23
3. Labor	4,000.00	Date Work to be Finished:	9/1/2023
4. Truck Usage	0.00	Checked By: Brandan Lubken (Digitally signed by Brandan Lubken Date: 2023.02.06 09:29:00 -06'00')	Date
5. Equipment Usage	0.00		
6. Contract Amount	51,750.00	Checked By:	Date
7.			
8.		Approved By: Lee Vrooman (Digitally signed by Lee Vrooman Date: 2023.02.06 14:22:18 -06'00')	Date
SUBTOTAL	$55,750.00		
Engineering & Administrative @ 6%	3,345.00	Director of Engineering	
Vehicle Usage @ 1%	557.50	Approved By:	Date
Subtotal	$59,652.50		
Less Developer Contribution		Hastings City Council	
		Authorized By: Kevin D Johnson (Digitally signed by Kevin D Johnson Date: 2023.02.06 14:27:15 -06'00')	Date
TOTAL ESTIMATED COST OF WORK ORDER	$59,652.50	Manager	

HASTINGS UTILITIES, HASTINGS, NEBRASKA

Work Order No.: SW-368
B.I. No.: 4.23
B.I. Yr.: 22/23

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)	80	50.00	4,000.00	
	Electric Department	0	65.00	0.00	
	Gas Department	0	55.00	0.00	
		TOTAL - LABOR			$4,000.00
TRUCKS:	Trucks 22 & 23 (Hours)			0.00	
	Trucks 24 & 28 (Hours)			0.00	
	Trucks 25 & 26 (Hours)			0.00	
	Truck (Hours)			0.00	
				0.00	
				0.00	
		TOTAL - TRUCKS USAGE			$0.00
EQUIPMENT:	Air Compressor (Hours)			0.00	
	Backhoe (Hours)			0.00	
	Boring Machine or Bore (Feet)			0.00	
	Packer (Hours)			0.00	
	Trench (Feet)			0.00	
	Skid Steer			0.00	
	Hydra Tamp (Hours)			0.00	
	Spoil Vac (Hours)			0.00	
		TOTAL - EQUIPMENT USAGE			$0.00
TOTAL COST ALL LABOR AND EQUIPMENT ESTIMATE					$4,000.00

MATERIAL ESTIMATE

Quantity		Stock Number	Description	Unit Price	Stock Material	New Material
1				-	-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
			TOTAL		$ -	$ -

Estimated By: K. Miller Date: ______

RELEASE OF EASEMENT
City of Hastings, Hastings, Nebraska
1228 North Denver Avenue / PO Box 289 / Hastings, NE 68902-0289

WHEREAS, the City of Hastings holds interest in the easement on, over, across and beneath the following real estate:

A ten foot easement for sanitary sewer purposes located in the Northwest Quarter of the Southeast Quarter of Section 13, Township 7, Range 10, per document in Miscellaneous Record 20, page 453 described as: a strip of ground lying five feet north and south of a line running east and west 165 feet north of and parallel to the south line of the following described property: Commencing ten rods east of the northwest corner of the Northwest Quarter of the Southeast Quarter of Section 13, Township 7, Range 10, running south eighty rods, thence east four rods, thence north eighty rods, thence west four rods to the place of beginning, excepting south 135.5 feet and noth 166 feet, City of Hastings, Adams County, Nebraska.

WHEREAS, **Douglas P and Tamra J Ruhter** are titleholders of the said real estate; and,

WHEREAS, the City of Hastings has exhausted its need and use of the said easement; and,

NOW, THEREFORE, the City of Hastings hereby quitclaims all its right, title and interest in the said easement and hereby waives any claim it may have thereunder.

EXECUTED on the ______ day of ______________, 20______.

THE CITY OF HASTINGS

ATTEST:

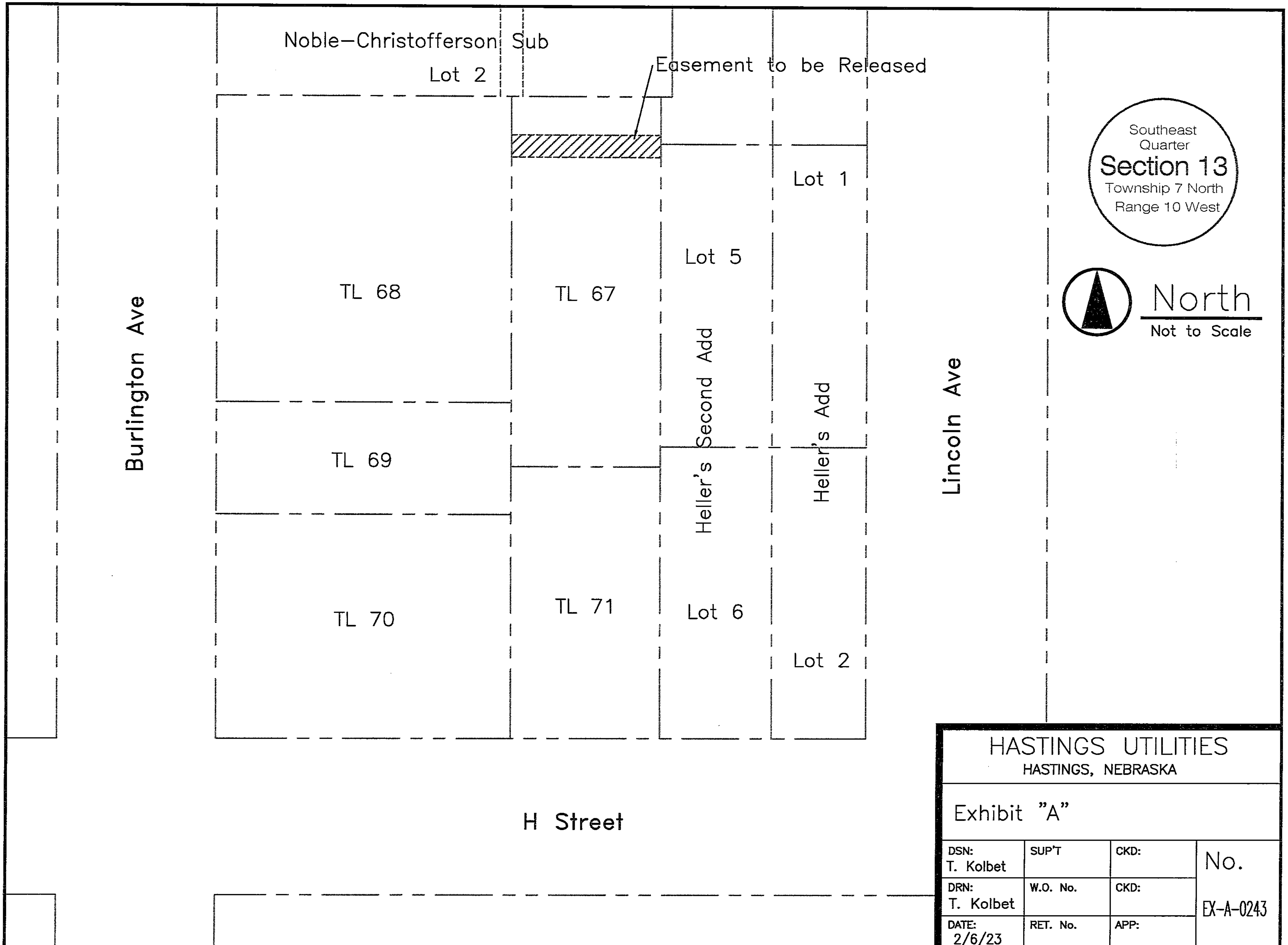
______________________________ By: ______________________________

Kimberly S. Jacobitz, City Clerk Corey Stutte, Mayor of Hastings

STATE OF NEBRASKA)
) ss
ADAMS COUNTY)

ON THIS ______ DAY OF __________________, 20_____, Corey Stutte, known to me to be the Mayor of the City of Hastings and Kimberly S. Jacobitz, City Clerk the identical person who executed the foregoing Release of Easement, appeared before me and acknowledged execution thereof to be his voluntary act and deed.

____
Notary Public



HASTINGS UTILITIES
HASTINGS, NEBRASKA

Exhibit "A"

DSN: T. Kolbet	SUP'T	CKD:	No.
DRN: T. Kolbet	W.O. No.	CKD:	EX-A-0243
DATE: 2/6/23	RET. No.	APP:	

RELEASE OF EASEMENT
Hastings Utilities / City of Hastings, Nebraska
1228 North Denver Avenue / PO Box 289 / Hastings, NE 68902-0289

WHEREAS, the City of Hastings holds on, over, across and beneath the following real estate:

Release a Right-of-Way easement as filed with the Adams County Register of Deeds in document 19912416 described as: Referring to the Northeast corner of Lot 2 of South Shore Third Subdivision to the City of Hastings, Adams County, Nebraska in the NE ¼ of Section 1, Township 7 North, Range 10 West of the 6th P.M., Adams county Nebraska, as platted and recorded, said Northeast Corner of Lot Two being the actual Point of Beginning; running thence South Eighty Three degrees, Forty Seven minutes, Forty Five seconds East a distance of 60.00 feet to a point on the Easterly right-of-way line of Surfside Drive in said South Shore Third Subdivision; continuing thence South Eighty Three degrees, Forty Seven minutes, Forty Five seconds East a distance of 540.64 feet, more or less, to a point on the Westerly right-of-way line of U.S. Highway #281; running thence North Four degrees, Two minutes, Eleven seconds East and along the Westerly right-of-way line of said U.S. Highway #281 a distance of 60.04 feet; running thence North Eighty Three degrees, Forty Seven minutes, Forty Five seconds West a distance of 538.37 feet; running thence North Six degrees, Twelve minutes, Fifteen seconds East, a distance of 230.00 feet; running thence North Eighty Three degrees, Forty Seven minutes, Forty Five seconds West a distance of 60.00 feet; running thence South Six degrees, Twelve minutes, Fifteen seconds West a distance of 230.00 feet to a point on the North right-of-way line of Wharfside Drive in said South Shore Third Subdivision; running thence South Six degrees, Twelve minutes, Fifteen seconds West a distance of 60.00 feet, more or less, to the point of beginning, containing a calculated area of 1.1426 acres, more or less, and being subject to any easements or restrictions of record.

WHEREAS, the City of Hastings has exhausted its need and use of the said easement; and,

NOW, THEREFORE, the City of Hastings hereby quitclaims all its right, title and interest in the said easement and hereby waives any claim it may have thereunder.

EXECUTED on the ______ day of ______________, 20______.

THE CITY OF HASTINGS

ATTEST:

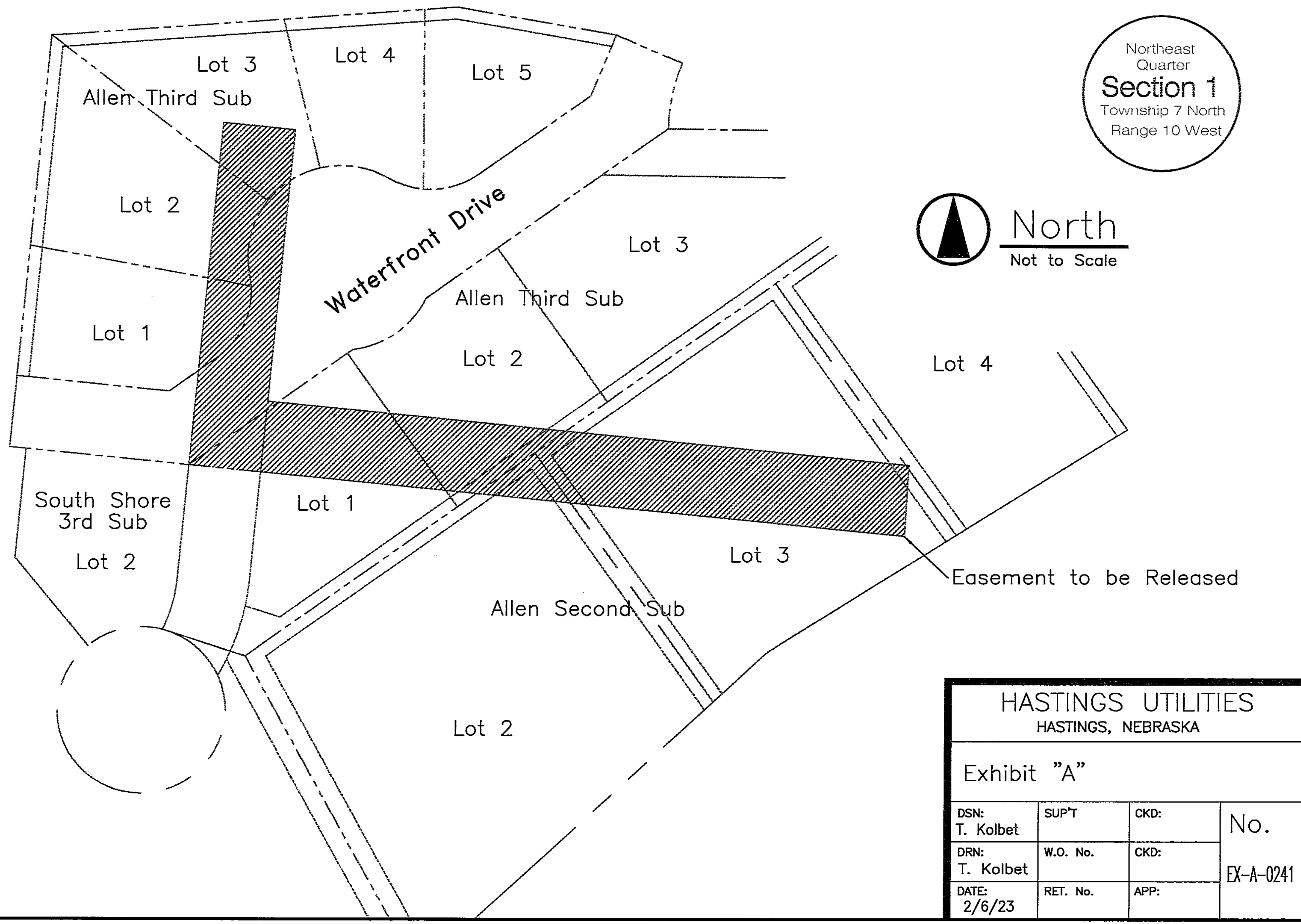
_________________________________ By: _________________________________

Kimberly S. Jacobitz, City Clerk Corey Stutte, Mayor of Hastings

STATE OF NEBRASKA)
) ss
ADAMS COUNTY)

ON THIS ______ DAY OF _________________, 20_____, Corey Stutte, known to me to be the Mayor of the City of Hastings and Kimberly S. Jacobitz, City Clerk the identical person who executed the foregoing Release of Easement, appeared before me and acknowledged execution thereof to be his voluntary act and deed.

____
Notary Public



HASTINGS UTILITIES

HASTINGS, NEBRASKA

Exhibit "A"

DSN: T. Kolbet	SUP'T	CKD:	No.
DRN: T. Kolbet	W.O. No.	CKD:	EX-A-0241
DATE: 2/6/23	RET. No.	APP:	

RELEASE OF EASEMENT
Hastings Utilities / City of Hastings, Nebraska
1228 North Denver Avenue / PO Box 289 / Hastings, NE 68902-0289

WHEREAS, the City of Hastings holds on, over, across and beneath the following real estate:

A Platted 40' Utility Easement per Allen Subdivision document 20054715, Beginning at the Southeast Corner of Lot 1, Block 2, South Shore Second Subdivision to the City of Hastings, Adams County, Nebraska in the Northeast Quarter of Section 1, Township 7 North, Range 10 West of the 6th P.M., Adams County Nebraska; this also being the Actual point of Beginning; thence S84°21'58"E a distance of 40.00 feet; thence N05°41'06"E parallel to and 40.00 feet East of the East line of said Lot 1, a distance of 181.12 feet; thence S89°19'42"E a distance of 328.00 feet; thence N54°28'34"E a distance of 67.73 feet; thence N89°19'42"W a distance of 419.31 feet, to a point on the East line of said Lot 1; thence S05°41'06"W, on the East line of said Lot 1, a distance of 217.68, to the point of beginning, containing a calculated area of 0.52 acres, more or less, and being subject to any easements or restrictions of record and retaining the Platted 10' Utility Easement per Allen Third Subdivision document 20082950.

WHEREAS, the City of Hastings has exhausted its need and use of the said easement; and,

NOW, THEREFORE, the City of Hastings hereby quitclaims all its right, title and interest in the said easement and hereby waives any claim it may have thereunder.

EXECUTED on the ______ day of _____________, 20______.

THE CITY OF HASTINGS

ATTEST:

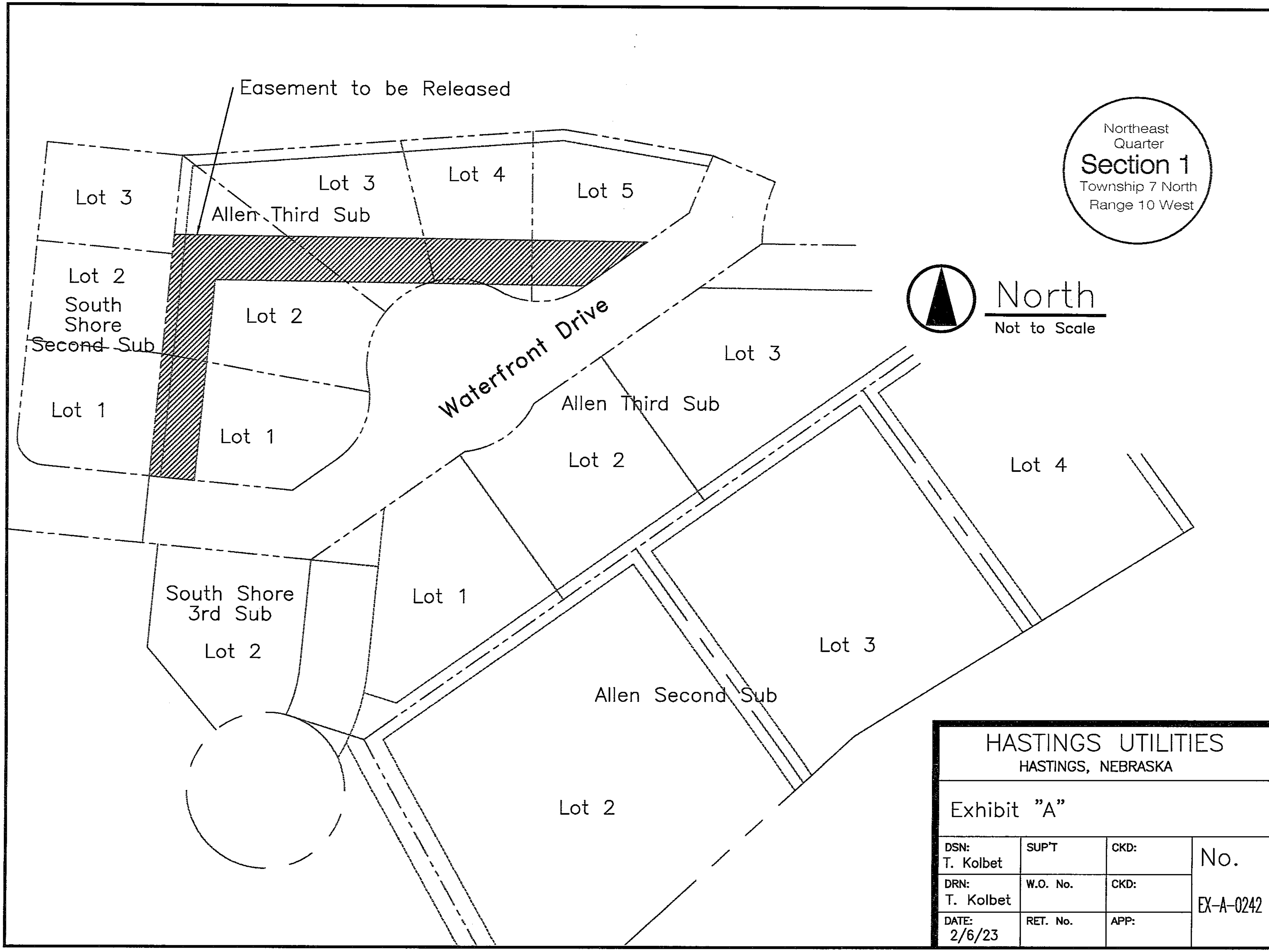
______________________________ By: ______________________________

Kimberly S. Jacobitz, City Clerk Corey Stutte, Mayor of Hastings

STATE OF NEBRASKA)
) ss
ADAMS COUNTY)

ON THIS ______ DAY OF _________________, 20_____, Corey Stutte, known to me to be the Mayor of the City of Hastings and Kimberly S. Jacobitz, City Clerk the identical person who executed the foregoing Release of Easement, appeared before me and acknowledged execution thereof to be his voluntary act and deed.

____
Notary Public



HASTINGS UTILITIES
HASTINGS, NEBRASKA

Exhibit "A"

DSN: T. Kolbet	SUP'T	CKD:	No.
DRN: T. Kolbet	W.O. No.	CKD:	EX-A-0242
DATE: 2/6/23	RET. No.	APP:	

Request for Funds (Drawdown/Payment Request)
Community Development Block Grant Program
Nebraska Department of Economic Development

Name of Subrecipient (Local Unit of Government)	Mailing Address	City	State	ZIP
City of Hastings	220 N. Hastings	Hastings	NE	68901

CDBG Agreement Number	Federal Identification Number	DUNS Number	UEI Number	SAM Expiration Date	Number sequence order of funds	Final Drawdown	DED Program Representative
20-PW-004	476006221	076980556	EL29BJC4KB19	11/09/2023	7	no	Aaron Boucher

Part I – STATUS OF FUNDS

1. CDBG Funds Received to Date	$ 208,630.84
2. Add: Program Income Received to Date (exclude RLF)	$ 0.00
3. Subtotal	$ 208,630.84
4. Less: Federal Funds Disbursed To Date (Must Agree To Total Of Part II, Line 3)	$ 208,630.84
5. Total: Federal Funds On Hand (Must Agree To Part II, Line 6)	

Part II – CASH REQUIREMENTS (Identify all activities listed in the CDBG Agreement, even if funds are not being requested.)

Activity/Budget Category	03L Sidewalks	03L Const. Management	21A General Admin				TOTAL
1. Total Cash Requirements To Date	$ 277,927.81	$ 4,300.00	$ 10,550.00				$ 292,777.81
2. Less: Local Funds Disbursed (includes RLF) (exclude Program Income)	$ 69,481.95	$ 0.00	$ 0.00				$ 69,481.95
3. Less: Federal Funds Disbursed (include Program Income) Total Must Agree To Part I, Line 4 (exclude RLF)	$ 198,955.84	$ 2,950.00	$ 6,725.00				$ 208,630.84
4. Total Current Cash Requirements	$ 9,490.02	$ 1,350.00	$ 3,825.00				$ 14,665.02
5. Less: Unpaid Previous Request.							
6. Less: Federal Funds On Hand (Must Agree To Part I, Line 5)							
7. Net Amount of Federal Funds Requested							$ 14,665.02

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

Signature of Authorized Official (Mayor/Board Chairman)	Typed Name of Authorized Official		Date
	Corey Stutte, Mayor		
Signature of Authorized Official (Clerk/Treasurer)	**Typed Name of Authorized Official**		**Date**
	Kimberly Jacobitz, Clerk		
Person Preparing Request for CDBG Funds Form Name: Lori Ferguson	**Organization:** SCEDD, Inc.	**Telephone Number:** 308.455.4770	**Email:** lorif@scedd.us

PLEASE REFER TO INSTRUCTIONS FOR ADDITIONAL GUIDANCE. INCOMPLETE OR INCORRECT FORMS WILL NOT BE PROCESSED
*******To update calculations, either tab two (2) fields or click on a different field with your mouse.***

Reset Form

Instructions: CDBG Request for Funds (Drawdown/Payment Request)

If a subrecipient has more than one CDBG agreement, funds must be requested separately. Carefully enter all requested information. Double check addition and subtraction. Funds requested must reflect actual eligible cost incurred. Claim exact amounts on each reimbursement down to the penny on the reimbursement request. Requests for funds are to be submitted only as funds are needed for immediate disbursement. Refer to the CDBG Administration Manual, Chapter 12 for more information.

With the exception of the final draw, or requested by DED, there is a **minimum to be drawn** as described below:

- **$500:** Request for general administration expenditures only.
- **$1,500:** Request amount for general administration and project expenditures
- **$1,500:** Request amount for project expenditures only

Identifying Information

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

- *Name of Subrecipient:* Input name of local unit of government who entered into the Agreement with DED.
- *Mailing Address:* Input the mailing address of the subrecipient
- *CDBG Agreement Number:* the number assigned to the contractual agreement between DED and the subrecipient.
- *Federal Identification Number:* Input the subrecipient's federal identification number.
- *DUNS Number:* Input the subrecipient's DUNS Number. If submitting a request after April 4,2022, this can be left blank.
- *UEI Number:* Input the Unique Entity Identifier number for the subrecipient. This can be located on sam.gov.
- *SAM Expiration Date:* System for Awards Management (SAM) registrant expiration date to receive payment of federal funds. All entities receiving federal funds are required to have an active status within SAM.
- *Number Sequence Order of Funds:* Each request must be sequentially numbered by the subrecipient. Number each request for funds in sequence based on the signature date by the authorized officials.
- *Final Drawdown:* Input "yes" if this is the last request for CDBG; Input "no" if this is not the last request for CDBG funds.
- *DED Program Representative:* Identify the DED Representative who is the main contact associated with the CDBG Agreement.

PART I: Status of Funds

Part I of the form will provide the status of CDBG funds for the related CDBG agreement.

Line 1 List all CDBG funds received to date.

Line 2 Add program income received from activities related to the CDBG agreement (exclude program income designated for revolving loan funds).

Line 3 Subtotal Lines 1 and 2.

Line 4 Subtract all disbursements of CDBG funds to date (MUST agree to total of Part II, Line 3).

Line 5 Federal funds on hand should reflect CDBG funds which have not been disbursed.

PART II: Cash Requirements

Part II provides information on the subrecipient's cash requirements. In the row labeled "Activity/Budget Category", identify all the activity code and activity name (as shown in the Sources and Uses Section of the CDBG agreement) above each column. Be sure to complete Part II for all approved activities even if funds are not requested for all activities.

Line 1 Enter the total of all cash requirements to date for each activity/budget category. This amount should be equal to all expenditures paid to date plus cash needed to meet immediate cash obligations.

Line 2 Subtract all local matching or other funds disbursed. (Include program income designated for revolving loan funds from prior CDBG agreements for same activities.) This will include local funds already expended and local funds, which will be expended to meet Line 1.

Line 3 Subtract federal funds applied (include program income). The total of this row must equal the amount shown on Part I, Line 4.

Line 4 Subtotal by subtracting Lines 2 and 3 from Line 1. This amount should be equal the amount of federal funds needed for immediate cash obligations.

Line 5 Subtract the amount of any previous Request for CDBG funds, which has not yet been received.

Line 6 Subtract the amount of federal funds on hand. This amount must equal the amount on Part I, Line 5.

Line 7 The net amount of federal funds requested is determined by subtracting Lines 5 and 6 from Line 4. This should be the amount of CDBG funds needed (when added to CDBG funds on hand and CDBG funds requested but not yet received) to meet immediate cash obligations.

Signatures

Signatures of both the Mayor/Board Chairperson and the Clerk/Treasurer are necessary to process the Request for CDBG Funds. Signatures must agree to authorization signatures submitted to DED on the Authorization to Request Community Development Block Grant Funds. After signing and dating the Request for CDBG Funds, the subrecipient should retain a copy of the form and upload within AmpliFund.

INCOMPLETE OR INCORRECT FORMS WILL NOT BE PROCESSED.

Department: Parks & Recreation
Staff Contact: Jeff Hassenstab
Council Meeting Date: 2/13/2023

AGENDA ITEM SUMMARY SHEET

Description of Item:

Approval of a three-year lease with the Hastings Sodbusters for the use of Duncan Field

Names of People/Business affected by this action:

Hastings Sodbusters
City of Hastings

Why Council action is required:

City Council must approve all leases

Type of action requested:

Motion

Suggested motion:

Motion to approve a three-year lease with the Hastings Sodbusters for the use of Duncan Field.

Deadlines associated with action:

Department head comments:

The 5 year lease with the Hastings Sodbusters expired December 31st, 2022. After discussions with Sodbuster ownership, a revised lease is being presented. The proposed changes to the new lease are as follows:

1. Lease changes from a 5 year term to a 3 year term (2023, 2024, 2025). The term was changed due to the current owners not knowing how long they would continue to operate.
2. Eliminated the Expedition League in the new lease. The Sodbusters along with many other teams are no longer affiliated with the Expedition League.
3. Reduced the game fee from $400/game to $300/game. The $400/game fee was proposed to the City by the founder of the Expedition League when they made their pitch to come to Hastings. After seeing the Sodbuster operations over the past 5 years and discussing rates with other communities we felt a $300/game fee was fair and suitable. In our conversations, the Sodbusters did originally request $250/game. We settled on $300/game.

The Hastings Sodbusters have added a successful entertainment option to the community. I recommend approving the three-year lease.

City Administrator comments:

LEASE AGREEMENT

City of Hastings, Nebraska, a Nebraska Municipal
Corporation (hereinafter referred to as the "City")

-and-

Hastings Sodbusters
(hereinafter referred to as the "Team")

The parties covenant and agree as follows:

1. Subject to the terms and conditions herein contained, the City leases to the Team the premises known as Duncan Field (hereinafter referred to as the "Facility") including all portions thereof; subject however, to the existing commitments previously made by City as set forth in Paragraphs 5 and 36 during the times referenced during the term of this lease agreement ("Agreement").

Term

2. The term of this Agreement shall be for the following periods:
   (a) May 1, 2023 to April 30, 2024
   (b) May 1, 2024 to April 30, 2025
   (c) May 1, 2025 to April 30, 2026

3. This Lease Agreement is contingent upon the Team being formed and organized by February 1, 2023. If City (Parks & Recreation Director) does not receive written confirmation from the Team that the Team shall be ready for play in 2023 by the February 1, 2023 date, this Lease Agreement shall be null and void and of no further effect. Additionally, Team shall notify City (Parks & Recreation Director) in writing no later than February 1 of each subsequent lease year during the term of this Lease Agreement that the Team will be ready for play between the May 1 and August 31 of that lease year. In the event that the Team shall discontinue play during the initial year or any subsequent lease year during the term of this Lease Agreement, this Lease Agreement shall automatically become null and void; provided, however Team shall remain obligated to perform its or their responsibility(ies) to perform the end of season requirements set forth in Paragraphs 21, 22, and 23 of this Lease Agreement.

Renewal

4. The Team shall have the option to renew this agreement for one similar term from May 1, 2026 to April 30, 2027, provided the option is negotiated and agreed to by the parties and executed by the parties in writing prior to January 31, 2026.

Rent

5. The rent payable by the Team to the City for the Facility shall be the sum of $300.00 per game in 2023. The per game rent in years 2024 and 2025 shall be $300.00 per game, subject to potential reasonable adjustments for increases or decreases in operating expenses, as negotiated annually by the City and the Team. There will potentially be a 37 game schedule, including 32 regular season games, 4 playoff games and 1 All-Star game. The payment due date for all games

played will be August 15th. Earlier payments may be made if agreed upon by the Team and the City Parks & Recreation Director.

If a League All-Star Game, playoff games and related activities are held during the season, the rent for the games and related activities shall be the same rate as regular season games and will be payable when the specific dates are determined. If the rent is not paid by the designated dates, this Agreement shall automatically become null and void.

Use of Field

6. The Team agrees that use of the Facility will be for the exclusive purpose of League baseball with exceptions as noted in Paragraph 6 of this Agreement. The regular season shall be no more than 32 games plus potentially up to 4 playoff games. The Team may also use the facility for a League All-Star Game. Three exhibition games will be permitted if the field is available, subject to the approval of the Hastings Parks & Recreation Director. The Team shall have access to Duncan Field for practice 3 hours prior to game time and have use of the facility for at least 1 hour following the conclusion of games. The Team shall use its best efforts to limit scheduled time needed prior to baseball games on dates where the City has scheduled games prior to any game. The Team shall have access to the Facility for 3 hours a day for 1 week prior to start of the regular season, subject to scheduling for Hastings American Legion games.

Extra Events

7. In addition to the playing of games, the parties acknowledge that the Team may wish to organize and stage other entertainment events at the Facility (hereinafter referred to as "Extra Events"). All Extra Events are subject to the written approval of the Hastings Parks & Recreation Director and subject to an agreement specifying, among other things, the date(s) of said Extra Events, the beginning and ending times of any Extra Event, the time during which the Team shall have the exclusive use of the Facility, the responsibility for expenses of the Extra Events and the compensation to be paid to the City for the Extra Event.

Maintenance

8. During the term of the lease, the Team shall be responsible for maintaining the Facility in a good and safe state of repair to the satisfaction of the City. Maintenance shall include, but not be limited to, the following:
   (a) Cleaning of washrooms, floors, walls, doors and windows.
   (b) Cleaning of locker rooms and bleachers.
   (c) Cleaning of litter and the depositing of garbage in the garbage dumpsters.
9. The City shall be responsible for marking and maintenance of the field for games by 1 hour prior to the scheduled start of games. The City shall have full decision and authority to define the adequacy of the playable conditions of Duncan Field prior to any scheduled game.

10. The City shall be responsible to maintain the mechanical and structural portions of the Facility, including capital repair or replacement, repairs to or replacement of electrical equipment, structural repairs to the walls, ceilings, bleachers, major painting, major renovation or replacement of the Facility structure or roof systems.
11. Any Team furnishings shall be maintained by the Team.

Improvements and Renovations

12. Improvements or renovations desired by the Team must be approved in advance in writing by the Hastings Parks & Recreation Director and shall be at the Team's sole expense unless otherwise agreed to by the City. The City shall retain ownership of any capital improvements to the Facility.

Damage or Destruction of Facility

13. Subject to Clause 13, if the Facility shall be damaged by fire or other casualty against which Hastings is insured, the damage to the Facility shall be repaired by Hastings with reasonable diligence at its expense except that repairs to alterations, additions or improvements made by the Team shall be performed by the City, or others acceptable to the City, at the expense of the Team, and the Team shall, at their expense as determined between them respectively in their sole discretion, make all repairs and replacements of property that belongs to the Team.

Facility Rendered Untenable

14. If the Facility is rendered untenable:
    (a) If the Facility is rendered untenable by fire or other casualty, the term of this Agreement shall expire forthwith and the Team shall vacate the Facility and surrender all rights to usage of the same to the City.
    (b) Upon termination of this Agreement under the provisions of this clause, the Team's liability for rent shall cease as of the day following the fire or other casualty.
    (c) Hastings shall not be liable for any damage or loss, including any economic loss suffered by the Team, as a result of temporary closure of the Facility, permanent closure of the Facility pursuant to this clause or for closure for any other reason whatsoever.

Insurance

15. The Team shall maintain and keep in force during the term of this Agreement general liability insurance in an amount not less than Two Million Dollars ($2,000,000.00) in a form satisfactory to Hastings, which shall name the City as an additional Named Insured. The Team shall supply proof of such insurance to the City and proof of payment of premium prior to May 1 of each year of the lease. The insurance company is required to notify Hastings should the insurance be dropped or terminated prior to the termination of this Agreement and that such drop or termination of insurance would place the Team in default of the Agreement. Said insurance shall be in effect for the entire term of this Agreement.

Indemnification

16. The Team agrees that they shall indemnify and save harmless the City, its employees or agents against all expenses, liability, losses, damages, costs, claims, judgments or proceedings of any kind whatsoever that may arise against the City, its employees or agents in relation to any Intentional acts or negligence in their use of the Facility by the Team and other League teams, and their respective employees, agents, guests, patrons, sublessees or licensees during the term of this Agreement and any renewals hereunder. Any damage to premises caused by the Team or their respective employees, agents, guests, patrons, sublessees or licensees, shall be paid by the Team as determined between them. By signing this Agreement, the Team does not waive any right of subrogation or claim as between each other for damages or costs arising from the use of the Facility under the terms of this Agreement.
17. Hastings agrees that it shall indemnify and save Team harmless, and their respective employees or agents against all expenses, liability, losses, damages, costs, claims, judgments or proceedings of any kind whatsoever that may arise against Team, their respective employees or agents arising from the City's negligence, or the negligence of their respective employees, agents, guests, patrons, sublessees or licensees. Any damage to premises caused by Hastings or its respective employees, agents, guests, patrons, sublessees or licensees, shall be paid by Hastings.

Hastings Not Liable for Injury to Team

18. Subject to Clause 16 above, Hastings shall not be responsible for any injury or damage to the Team, their respective agents, employees, customers or invitees as to any of its property while in the Facility, regardless of the cause of such injury or damage, unless such injury or damage is the result of negligence on the part of the City, its employees, agents, sublessees, or licensees.

Taxes

19. The Team shall be responsible for the payment of all sales and use taxes, which may be applicable to its use and operation of the Facility. The Team is not responsible for any property taxes.

Utilities

20. Utilities charges including water, sewer, electric, and trash pick-up shall be the responsibility of the City. Any business telephone installation costs and use shall be the responsibility of the Team.

Concessions

21. During the term of this lease, the Team shall have the right to operate all concessions at the Facility, whether on its own behalf or by way of a concessionaire agreement. The Team will enter into negotiations with the Hastings American Legion for the purpose of reaching an agreement for the Team to manage and operate all concessions for all Hastings American Legion games at Duncan Field. If an agreement cannot be reached between the Team and the Hastings American Legion, the existing concessionaire equipment will be used solely for the purpose of Hastings

American Legion. For any Team beer and/or wine sales on the premises, the Team shall obtain the necessary liquor license. The Team shall not allow the consumption of any alcoholic beverages in the Facility, except in accordance with such liquor license and subject to all conditions thereof and applicable to State law and City ordinances. Tobacco products may not be advertised or sold on the premises.

Beer and/or wine advertisement within the Facility may be displayed during games and Extra Events only and shall be removed or covered at the conclusion of the game or Extra Event and shall be taken down and removed each year by Team at the conclusion of the league season and playoff games. Team shall repair any damage to facility caused by the installation and removal of said advertisements. The Team will be responsible for securing all beer and wine containers immediately at the conclusion of a game or Extra Event and prior to Facility use by any other Baseball Program having a game at the Facility. In the event that a concessionaire agreement is not reached between the Team and Hastings American Legion, the Team will be responsible for removing all beer and wine containers off of the premises of Duncan Field after each game and Extra Event.

Any required equipment installation to the concession area will be made at Team expense as agreed upon between the Team in their sole discretion, but subject to the prior approval of the City's Parks and Recreation Director, and except as provided in Paragraph 11 of this Agreement, and must meet all applicable State of Nebraska Health Department requirements.

Outfield Fence Advertising

22. Due to the fact that the brick outfield wall of Duncan Field is in dire need of tuck pointing, the Team will not be permitted to place advertisement signs on the outfield fence. However, the Team will be permitted to display advertisement signs in other areas of Duncan Field as provided in Paragraph 22 of this Agreement.

Advertising in the Facility

23. The Team shall have the exclusive right to sell and display advertising in the Facility from the start of season in May through the end of August of each lease year, subject to the following:

    (a) The installation of these advertisement signs shall require prior approval by the Hastings Parks & Recreation Director, which approval shall not be unreasonably withheld.

    (b) The following are not part of the Team exclusive right to sell and display advertising: the scoreboard, American Legion programs, and the dugout rooftops. Any advertising regarding the aforementioned items shall be subject to the prior approval of the Hastings Parks & Recreation Director.

    (c) At the end of each season of play all beer and wine advertising signs shall be removed by

Team due to the use of the other use of the facility during the offseason.

(d) At termination of the Lease, the Team shall remove all such sign installations and return the site and area to its prior status or secure the Hastings Parks & Recreation Director's consent to leave the signs in place.

(e) Any repair or removal of advertising not completed at termination of the Agreement shall be done by the City's employees or contractors and the expense thereof shall be reimbursed by the Team.

Fireworks Displays

24. The Team shall be allowed to exhibit fireworks displays at certain games and Extra Events. These fireworks displays shall require prior approval by the Hastings Fire Chief, which approval will not be unreasonably withheld.

Broadcasting Rights

25. The Team shall have all radio, television and internet broadcasting rights and privileges for games played at the Facility.

Office and Other Space

26. Office space, dressing rooms and storage space will be provided to the Team, as they exist in the Facility. Team understands this use is not exclusive as the facility is also home to other events.

Scoreboard and Sound System

27. The City shall provide the existing scoreboard and sound system at the Facility for use by the Team. Any modification or improvement of the sound system shall be at Team expense as negotiated between the parties, and all such portions installed must remain in the Facility at the termination of the lease and shall become the property of the City.

Entry upon Default

28. If the rent is not paid when due in accordance with Clause 4 of this Agreement, or in case of breach or non-observance of or non-performance by the Team of any of the provisions of this Agreement, and if the default continues for 10 days after written notice thereof to the Team, then, in every such case, the City, in addition to any other remedy now or hereafter provided by law, may at its option, cancel this Agreement and re-enter and take possession of the Facility or any part thereof by force, if necessary, without any previous notice of intention to re- enter and may remove all persons and property therefrom and may use such force and assistance in making such removal as the City may deem advisable and such re-entry shall not operate as a waiver of satisfaction in whole or in part of any right, claim or demand arising out of, or connected with, any breach or violation by the Team of any covenant or agreement on its part to be performed.

Removal of Team's Property

29. All articles of personal property and all business and trade fixtures, machinery & equipment and

furniture owned by the Team or installed by the Team in the Facility at the Team's expense shall remain the property of the Team and may be removed by the Team at any time during the term of this Agreement, provided that the Team, at their own expense, shall repair any damage to the Facility caused by such removal or by the original installation and provided further that there shall be no unpaid rent due Hastings from the Team. Team shall provide City's Park and Recreation Director with a list of those business and trade fixtures, machinery, equipment and furniture at the beginning of each Lease term and keep the same current.

Property of Hastings

30. All fittings, fixtures and other appurtenances shall, at the expiration of the term of this Agreement, become the property of the City. All maintenance equipment allocated to the Facility shall remain the property of Hastings.

No Representation

31. The Team agree that it has leased the Facility after examining the same and that no representations, warranties, or conditions have been made other than those expressed herein, and that no agreement collateral hereto shall be binding upon the City unless it be made in writing and signed on behalf of the City.

Games and Extra Events Staffing

32. The Team is responsible to provide all staff necessary staffing for game operations and Extra Events. These staff include, but are not limited to, ushers, ticket takers, scorekeepers, public address announcers, batboys, trainers, umpires, concession staff and security staff.

Right of Entry to Make Repairs

33. The Team agree that Hastings shall have the right to enter the Facility at all reasonable times to examine the same and make such repairs, alterations, improvements or additions as the City may deem necessary or desirable or as the City may be required to make by law or in order to repair and maintain the Facility. Hastings shall be allowed to take into the Facility all material which may be required for such purpose and the rent reserved shall in no way abate while such repairs, alterations, improvements or additions are being made by reason of intention of the business of the Team. The City will exercise reasonable diligence so as to minimize the disturbance or interruption of the Team's operations. Renovation or repair shall be scheduled to minimize conflict with games and Extra Events.

Notices

34. Unless otherwise provided herein to the contrary, all notices required under this Agreement shall be deemed given when hand delivered, with receipt therefore, or deposited in the United States mail, first class postage prepaid, addressed as follows:

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

Team Corporate Name
Name, Title
Street Address
City, State Zip Code

35. This Agreement may not be assigned or transferred in whole or in part by the Team without the express written consent of the City.

Applicable Law

36. The laws of the State of Nebraska shall apply and bind the parties in any and all questions pertaining to the Agreement.

American Legion Baseball Preserved

37. The parties recognize, understand and agree that the Hastings American Legion Post for many years maintained youth baseball teams and will continue to maintain such teams. The parties understand and agree that this baseball contract is not an exclusive contract, but is subservient to the right of the City to permit the utilization of Duncan Field as a baseball park for the Hastings American Legion Post in accordance with their needs and requirements. The parties agree that they will work with the other teams to arrive at a reasonable schedule, which shall be reduced to writing, under which schedule the Hastings American Legion Post teams will have the right to the utilization and use of Duncan Field. In the event of any rescheduling conflict due to postponements, cancellations or rainouts, rescheduling for Hastings American Legion baseball activity will be superior to the rescheduling of League games.

Inurement

38. This Agreement and everything herein contained shall inure to the benefit of and be binding upon the parties and their successors. Whenever the singular or masculine is used the same shall be construed as meaning the plural or feminine or body corporate or politic as the context may require.

Entire Agreement

39. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral contracts and negotiations between the parties.

Signed by____________________this_________day of____________, 2023.

The City of Hastings, Nebraska

By____________________________________

City Administrator or Mayor or Other Official

Signed by the Team and League this_________day of____________, 2023.

By_____________________________________

President (Team Corporate Name)

Department: Engineering
Staff Contact: Lee Vrooman
Council Meeting Date: 2/13/2023

AGENDA ITEM SUMMARY SHEET

Description of Item:

Approval of accepting a deed from the Hastings Economic Development Corporation for the property to extend 33rd Street to Utecht Avenue.

Names of People/Business affected by this action:

City of Hastings

Why Council action is required:

The Council needs to approve accepting title to the property as doing so transfers the obligations of ownership to the City.

Type of action requested:

Motion

Suggested motion:

Motion to approve accepting a deed from the Hastings Economic Development Corporation for the property to extend 33rd Street to Utecht Avenue.

Deadlines associated with action:

Department head comments:

HEDC has purchased a strip of property so that 33rd Street can be extended to Utecht Avenue. They would like to transfer ownership to the City via the attached deed. Plans and specifications are being developed for the construction of this street extension. HEDC has agreed to pay for these improvements. Extending the street will allow for appropriate emergency services access to the area and development of the platted lots along Utecht Avenue.

Recommend Approval

City Administrator comments:

Return to: City of Hastings, 220 N Hastings Avenue, Hastings NE 68901

CORPORATION WARRANTY DEED

HASTINGS ECONOMIC DEVELOPMENT CORPORATION, a Nebraska Nonprofit Corporation, GRANTOR, in consideration of One Dollar ($1.00) and other valuable consideration, receipt of which is hereby acknowledged, conveys to **CITY OF HASTINGS, A MUNICPAL CORPORATION OF THE STATE OF NEBRASKA** GRANTEE, the following described real estate (as defined in Neb. Rev. Stat. Section 76-201):

The North Fifty (50.00) feet of the West Half (W½) of the Southwest Quarter (SW¼) of Section Thirty-Two (32), Township Eight (8) North, Range Nine (9) West of the 6th P.M., Adams County, Nebraska, being more particularly described as follows:
Beginning at the Northwest corner of said Southwest Quarter (West Quarter Corner) of Section 32, thence S89°34'18"E (assumed bearing) on the North line of said Southwest Quarter and also being the South line of Industrial Park North Second Addition to the City of Hastings, Adams County, Nebraska, a distance of 1324.55 feet to the Northeast Corner of the West Half of said Southwest Quarter, thence S00°06'24E on the East line of the West Half of said Southwest Quarter a distance of 50.00 feet, thence N89°34'18"W parallel with and 50.00 feet South of the North line of the West Half of said Southwest Quarter a distance of 1324.47 feet to the West line of said Southwest Quarter, thence N00°11'29"W on said West line a distance of 50.00 feet to the point of beginning.

GRANTOR covenants (jointly and severally, if more than one) with GRANTEES that GRANTOR:

(1) is lawfully seised of such real estate and that it is free from encumbrances, except easements and restrictions of record;

(2) has legal power and lawful authority to convey the same;

(3) warrants and will defend title to the real estate against the lawful claims of all persons.

Executed: 2/2, 2023.

HASTINGS ECONOMIC DEVELOPMENT CORPORATION,
a Nebraska Nonprofit Corporation

By: [signature]
Scott Kvols, President

STATE OF NEBRASKA)
) SS.
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me on February 2, 2023, by Scott Kvols, President of Hastings Economic Development Corporation, a Nebraska Nonprofit Corporation.

Nichole Felber
Notary Public

My commission expires: July 17, 2026

GENERAL NOTARY - State of Nebraska
NICHOLE FELBER
My Comm. Exp. July 17, 2026

ArcGIS Web AppBuilder

2/7/2023, 9:49:53 AM

BLOCKS | Easements | Parcels | Limits
LOTS | Subdivisions | TwoMile

1:4,514

0 0.03 0.06 0.11 mi

0 0.04 0.09 0.18 km

Department: Engineering
Staff Contact: Lee Vrooman
Council Meeting Date: 2/13/2023

AGENDA ITEM SUMMARY SHEET

Description of Item:

Approval of Agreement with Philip Carkoski Construction for the Coal Train Pump Station Contract HU 2023-04

Names of People/Business affected by this action:

City of Hastings, Philip Carkoski Construction

Why Council action is required:

Council approval is required

Type of action requested:

Motion

Suggested motion:

Motion to approve Agreement with Philip Carkoski Construction for the Coal Train Pump Station Contract HU 2023-04 in the amount of $433,684.69

Deadlines associated with action:

Department head comments:

This project is constructing a pump station for the Maxon Avenue Lagoons, rerouting the sewer main that serves the CCC truck driving building and installing communication conduits to the pump station. The pump station is critical to the operation of the Maxon Avenue Lagoons. The pump station will allow sewage to be pumped into a lift station being installed by the Heartwell Project that pumps waste to the City's primary wastewater treatment plant at 26th and Showboat. The lagoons are full retention lagoons and subject to non-compliant discharges when it is necessary to discharge. The pump station will alleviate this issue and add capacity to the lagoon system, ultimately delaying the need for an additional lagoon to be constructed. As the piping for this pump station is installed, conduits will be installed for communication to the lift station. With the addition of the lift station being installed by Heartwell, the sewer main that the CCC truck driving building currently ties into will be eliminated. Thus, rerouting of the main is required and a part of this same contract.

This project is over the budgeted amount by approximately $74,000. There is room in the budget due to the Activated Sludge Basin Switch and Startup not being anticipated to be completed this year along with room in the Miscellaneous Sewer Main and Manhole Improvements budget item.

Recommend Approval

<u>City Administrator comments:</u>

Lowest bid is being selected.

HASTINGS
ENGINEERING DEPT.

To: Kevin Johnson
From: Keith Miller
Date: January 26, 2023
Subject: Bid Evaluation for Coal Train Pump Station.

On January 25, 2023 bids were opened for the Coal Train Pump Station, in addition the CCC Truck Driving Sewer Service and communication conduits for planned future fiber ring are included in this project.

Coal Train Pump Station is in the 22/23 capital budget B.I. #4.24 for $300,000. The CCC Truck Driving Sewer Service is in the 22/23 capital budge B.I. #4.23 for $50,000 and communication conduits are part of the 22/23 capital budget B.I. #6.08 for $290,000. See the following bid tab table.

Contract HU 2023-04: Coal Train Pump Station			
BIDDER	**Bid Bond**	**Exceptions**	**Bid**
Myers Construction, Inc	Yes	No	$939,215.66
Van Kirk Bros Contracting	Yes	Yes	$547,664.80
Carkoski Construction and Trenching, Inc.	Yes	No	$433,684.69

The bid package was sent out to bid on December 9, 2022 to three area contractors and four suppliers. In addition, the project was posted to the City of Hastings website and advertised in the Hastings Tribune.

The low bid from Carkoski Construction and Trenching, Inc. exceeds the budgeted amount for both the Coal Train Pump Station and CCC Truck Driving Sewer Service for a combined 21%. See the following table for further contract pricing details.

Contract Breakdown			
Project	**Budget Amount**	**Contract Amount**	**Funds Short**
Coal Train Pump Station (#4.24)	$300,000	$371,925.09	($71,925.09)
CCC Truck Driving Sewer Service (#4.23)	$50,000	$51,750.00	($1,750.00)
Fiber Conduits (#6.08)	Part of $290,000	$10,009.60	

This pump station is critical in the continued operation of Maxon Lagoons. Currently the lagoons are operated as full retention lagoons and are subject to non-compliant discharges if necessary.

1228 NORTH DENVER AVENUE, P.O. Box 289 • HASTINGS, NEBRASKA 68902-0289
Telephone (402) 461-2330 www.cityofhastings.org

Currently the Maxon Lagoon volumetric loading rates are higher than its' treatment capability. The purpose of this pump station is to avoid future non-compliant sewer discharges by pumping sewage from Maxon Lagoons back to the City of Hastings sewer collection and treatment system. The result of this process will create excess storage capacity in the lagoons which will ultimately delay the need for an additional lagoon to be constructed.

The CCC truck driving sewer service relocation, along with sewer re-routing by Heartwell Renewables will allow abandonment of sewer main across agricultural fields totaling in 4,500 feet.

Additional funds are available from multiple capital budget items in the sewer budget. The first project is BI #4.00 Activated Sludge Basin Switch and Startup which is in the 22/23 budget for $1.5M. This project has failed to attract bidders and therefore has been delayed while other avenues of accomplishing the project are being considered, therefore spending $1.5M is very unlikely this budget cycle. Another budget item #4.20 Miscellaneous Sewer Main and Manhole Improvements for $505,000 is currently on track to spend $220,000, therefore leaving approximately $285K unspent in the current budget cycle.

For this combined project, our recommendation is to accept the best and lowest bid from Carkoski Construction and Trenching, Inc. from Loup City, Nebraska for a total price of $433,684.69.

Cc: Lee Vrooman, Director of Engineering
Brandan Lubken, Director of Underground Operations

AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of February, 2023, by and between the City of Hastings, Party of the First Part, hereinafter called the "Purchaser" or "City", and Philip Carkoski Construction and Trenching Inc., a corporation of Loup City in the State of Nebraska, Party of the Second Part, hereinafter called the "Contractor".

WITNESSETH: THAT,

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

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

NOW, THEREFORE: It is hereby agreed that for the sum of *four hundred thirty-three thousand, six hundred eighty-four dollars & sixty-nine cents. ($433,684.69)*

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 **Coal Train Pump Station, Contract no. HU 2023-04.**

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

CONTRACTOR
Party of the Second Part

____

SEAL

By: ______________________________

Title: Owner / President

Date: 1/27/23

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: 2/13/2023

AGENDA ITEM SUMMARY SHEET

Description of Item:

Approval of the City of Hastings - Heartwell Renewables Economic Opportunity Program Agreement

Names of People/Business affected by this action:

City of Hastings, Heartwell Renewables

Why Council action is required:

Council approval is required

Type of action requested:

Motion

Suggested motion:

Motion to approve the City of Hastings - Heartwell Renewables Economic Opportunity Program Agreement

Deadlines associated with action:

Department head comments:

The Heartwell Renewables project has received $500,000 of funding from the State of Nebraska Economic Opportunity Program Funds to construct turn lane improvements on US-6 to support development of the project. For the project to receive this funding, it is required to go through a municipality. With that, there is an agreement between the City of Hastings and Heartwell Renewables and also an agreement between the City of Hastings and the Nebraska Department of Transportation. The agreements layout the responsibilities each party has. Heartwell has already bid this work out and will also be in charge of the construction. The City's role is to facilitate the transfer of funds between the State and Heartwell.

Recommend Approval

City Administrator comments:

Recommend approval. This is a win for the City to receive this type of support from the State for this project.

CITY OF HASTINGS/HEARTWELL RENEWABLES ECONOMIC OPPORTUNITY PROGRAM AGREEMENT (Recommended Provisions)

THIS AGREEMENT is entered into by and between the *City of Hastings, 220 N Hastings Ave., Hastings, NE 68901,* hereinafter the "LA", and *Heartwell Renewables, LLC, 2929 Allen Parkway, Suite 4100, Houston, TX, 77019,* hereinafter the "Business", and who together will be collectively referred to as "the Parties".

WHEREAS, the purpose of this Agreement is to define the terms and conditions applicable to the Parties for utilizing State of Nebraska Economic Opportunity Program Funds (hereinafter "EOP" or "EOP Funds"), in a manner consistent with Neb. Rev. Stat. §39-2806. Nebraska law provides for the expenditure of EOP Funds to finance transportation improvements to attract and support new businesses and business expansions by successfully connecting such businesses to Nebraska's multimodal transportation network, and to increase employment, create high-quality jobs, increase business investment, and revitalize rural and other distressed areas of the state.

WHEREAS, the Business has committed to a project that meets the criteria of the State's Economic Opportunity Program; and

WHEREAS, the LA has committed to entering into a Program Agreement with the Business to implement the project consistent with the State's Economic Opportunity Program guidelines and Neb. Rev. Stat. §39-2806; and

WHEREAS, the Parties understand that the LA will also be entering into a separate Program Agreement with the State of Nebraska, Department of Transportation (hereinafter the "State") to implement the project consistent with the State's Economic Opportunity Program guidelines and Neb. Rev. Stat. §39-2806;

NOW THERFORE, in consideration of the mutual promises and understandings specifically set forth herein, the LA and the Business jointly agree to the following:

I. Project Description/Objective:

1.1 **Project Location**: US-6 and S Technical BLVD, Hastings, NE 68901
Current Jurisdictional Authority: City of Hastings
Key Project Features and Project Description/Objective:

This project will construct turn lane improvements on US-6 to support the development of a renewable biodiesel production facility southeast of S. Technical BLVD/E. South ST. The improvements involve construction of 900' of eastbound offset lane, restriping of existing striping to create a westbound turn lane into property, and a temporary paved exit lane. The project is anticipated to include all activities associated with road construction, including but not limited to design, grading, culvert work, traffic control and stormwater management.

This project meets the objectives of the EOP because it provides a transportation connection that is intended to attract high quality jobs and spur private capital investment within the state of Nebraska. This project also supports the growth of a renewable biodiesel production, which is a priority industry according to NDED.

1.2 Estimated Positive Economic Impact resulting from the Project:

Anticipated number of new jobs	50

Anticipated number of retained jobs	-
Anticipated private capital investment	$300,000,000.00
Village/City/MPO/area impacted by improvement	City of Hastings

II. Division and Reimbursement of Costs:

Type of Work	Anticipated EOP Funds %	LA Funds %	Business Funds %	Total
Preliminary Engineering and Property Acquisition	$100,000.00	$0	$77,298.05	$177,298.05
Construction	$350,000.00	$0	$270,543.17	$620,543.17
Project Closeout	$50,000.00	$0	$38,649.02	$88,649.02
TOTAL:	$500,000.00	$0	$386,490.24	$886,490.24

2.1 The Parties understand that construction and engineering expenses which will be approved for reimbursement (hereinafter "Eligible Expenses") may only include the necessary, reasonable, and customary costs, fees and other expenses that are incurred to complete a transportation project, and will be determined solely at the discretion of the State subject to the Program Agreement entered into between the LA and the State. Expenses which are generally eligible include, but are not limited to, the usual and customary design, engineering, construction, inspection, and right of way expenditures. Expenses which are generally ineligible include, but are not limited to, utility placement and/or established utility relocation, refinancing or payment of existing debt, and betterments or improvements which are above and beyond the original scope and objective of the transportation project.

2.2 The Parties are responsible for ensuring that funds are available to meet their financial obligations to complete this EOP project as contemplated by the Parties and as set forth in this Program Agreement, including the availability of funds necessary to complete the project if the State's maximum reimbursement amount is exceeded or for any project costs determined by the State to be ineligible for reimbursement. The Parties understand that the State's **maximum reimbursement amount** to the LA for Eligible Expenses incurred upon the project is **75%** of transportation project costs up to **$500,000.00.** Any remaining balance necessary to complete the project as defined in this Program Agreement shall be attributed as follows: any remaining balance shall be the sole responsibility of the Business.

2.3 The Parties understand that State EOP Funds will be made available for reimbursement of Eligible Expenses upon receipt by the LA, generally in accordance with the following Phasing schedule:

a. **<u>Phase I: Preliminary Engineering and Property Acquisiton</u>:** **20%** of the State's EOP Funding will be disbursed upon:

i. documentation that the LA governing body has formally approved and set aside all matching funds identified herein to be utilized for the completion of this project;

ii. documentation that the Business has officially and formally committed to the project in this LA/Business Program Agreement;

iii. verification of compliance with all right-of-way requirements and completion of final design plans consistent with provisions 3.1, 3.2.a and 3.2.b below; and

iv. receipt by the State of a billing invoice/request for reimbursement setting forth all Eligible Expenses thus far.

b. **Phase II: Construction**: An additional **70%** of State's EOP Funding will be disbursed to the LA according to the following schedule:

i. **Initial 30% upon**:

A. documentation of a properly awarded construction contract for the project consistent with provisions 3.1 and 3.2.c below, such that construction is ready to commence; and

B. receipt of a billing invoice/request for reimbursement setting forth all Eligible Expenses thus far.

ii. **Additional 40% upon**:

A. completion of approximately one-half of project construction in a manner consistent with provisions 3.1 and 3.2.d.

B. receipt of a billing invoice/request for reimbursement setting forth all Eligible Expenses thus far.

c. **Phase III: Project Closeout**: The final disbursement of EOP Funds, up to the final 10% of the original EOP funding amount, will be paid to the LA upon receipt of:

i. a final billing invoice/request for reimbursement which sets forth a complete and final accounting of all Eligible Expenses incurred to complete the project, as more specifically set forth in provision 2.4.b below; and

ii. a full and complete copy of the as-built plans.

2.4 a. All billing invoices/requests for reimbursement must be submitted to the LA in a manner consistent with the State's billing processing system so that timely payment may be made, and must include all necessary state and federal tax documentation required by the State to process payment. Billing invoices/requests for reimbursement shall only be submitted to the LA after amounts due exceed $1,000.00, and shall be submitted to the LA no more frequently than monthly. Billing invoices/requests for reimbursement by the Business must contain adequate documentation to substantiate the expenses incurred, and to determine compliance with the EOP program application and the LA's Program Agreement with the State. Noncompliant invoices or requests for reimbursement will not be paid; notice and explanation of a noncompliant invoice or request for reimbursement will be returned to the Business within thirty (30) days of receipt by the LA.

b. The final billing invoice/request for reimbursement must be received no later than one year from the date of completion of the project; if a final invoice is not received within one year of completion of the improvement, the most recent billing invoice/request for reimbursement received by the Business will be considered the final invoice submitted upon the improvement, and any and all obligation by the LA to pay additional funds will terminate.

2.5 All obligations set forth in this Program Agreement, including all obligations of the LA to reimburse costs as set forth herein, shall terminate immediately without penalty or further payment required if, in any fiscal year, the Nebraska Legislature fails to appropriate or otherwise make available funds for the work contemplated herein. In such an event, the LA will provide the Business with written notice setting forth the effective date of termination.

III. Additional Obligations, Declarations, and Certifications:

3.1 The Parties agree to comply with all applicable federal, state and local laws, ordinances, rules and regulations relating to the activities carried out by the Parties under this Program Agreement, including but not limited to the requirements of Neb. Rev. Stat. §4-108 to 4-114 to utilize a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska; Neb. Rev. Stat. §§48-1101 through 48-1126, known as the Nebraska Fair Employment Practices Act; Neb. Rev. Stat. §81-3445, governing the use of professional architects or engineers for projects which exceed $100,000; and Neb.Rev.Stat.§81-3437.02 requiring designation of a coordinating professional.

The LA and the Business agree to commit all reasonable efforts and resources necessary to carry out the provisions of this Program Agreement, understanding that failure to comply with the terms set forth herein may result in the State's termination of the EOP project, and the State's demand for reimbursement from the Parties of all EOP funds disbursed thus far. The Business further agrees to cooperate and provide any and all efforts requested or required by the LA so that the LA may meet the terms of its Program Agreement with the State.

3.2 It is understood that the LA will be required, except to the extent altered by provision 3.2(e) below, by its Program Agreement with the State to accept responsibility for the management, planning, design, right-of-way activities, bid letting, construction, construction engineering and future operation and maintenance of this project subject to terms which will be specifically set forth in the Program Agreement between the State and the LA. A copy of the Program Agreement between the State and the LA will be provided to the Business.

In addition, the Parties understand and agree that:

a. Prior to advertising for bids for the project, the LA will be required to certify to the State that all necessary right-of-way, temporary and permanent easements, and temporary use permits have been properly obtained by the LA and that the project is legally prepared to proceed. The State may, in some circumstances, require that a dedication of property be made to the ownership of the LA to ensure that funds utilized upon the project result in a meaningful contribution to a purpose generally beneficial to the citizens of the State of Nebraska.

b. The LA will be required to provide plans which have been prepared and signed by a licensed professional engineer for the State's review, and the State must review all plans and specifications prepared by the LA prior to letting. In the event the project connects to, physically touches or impacts a portion of the state highway system, the LA will be required to provide plans for review which meet the higher NDOT standard highway design and construction requirements applicable to State highway projects.

c. The LA will be required to advertise the project, accept bids, and award the contract for construction of the project in a manner consistent with applicable state and local law. The State shall be entitled to terminate this Program Agreement in the event no contract has been awarded by December 31, 2024 and recovery of EOP funds disbursed thus far to the LA may commence as more specifically set forth in provision 3.5 below.

d. The LA will be required to oversee construction to ensure the project is constructed as described or shown upon the approved plans, specifications, and estimates, or as amended by any approved change orders.

e. To implement the project as contemplated by the Parties, the following assignment of duties and responsibilities between the LA and the Business will apply during the term of this Program Agreement:

The duties assigned by provision 3.2 of this Agreement relating to bidding, management, planning, design, right-of-way activities, construction, construction engineering, and future operation and maintenance of this project as well as the duty set forth in provision 3.2(d) to ensure the project is constructed as described or shown upon the approved plans, specifications, and estimates, or as amended shall be accomplished by the Business to assure that the project is undertaken and completed in such a way as to maximize its value to the Business.

3.3 The Business and the LA agree to maintain records and documentation of the project for at least five years after termination/expiration of this Program Agreement, including but not limited to: books kept in accordance with generally accepted accounting principles, detailed records of expenditures, recipients and uses of all funds paid and disbursed in conjunction with this Program Agreement, as well as final design plans, as-built plans, and structural material certifications. Each shall make such documentation available to the other to copy or review upon request, within a reasonable time period, and in particular in a manner sufficient to respond or comply with internal or external audit requirements of the LA, the Business, and/or the State.

3.4 The Business must submit an annual economic impact progress report to the the LA **by December 1st** of each subsequent year after completion of the project, for a period of five consecutive years after completion of the project.

3.5. The Parties understand that in the event the LA or the Business fails to meet the terms of this Program Agreement, or in the event the Business does not fulfill its commitment to locate operations on the site or demonstrate positive economic impact as contemplated or described within provisions 1.1 and 1.2 of this Program Agreement (also known as "default"), the State may immediately provide the LA with notice of termination of funding and seek reimbursement and repayment of all EOP funds disbursed thus far upon the project from the LA. In the event of such occurrence, the Business shall immediately reimburse and repay the LA for all EOP funds disbursed thus far to the Business by the LA; all EOP funds reimbursed and repaid by the Business to the LA shall then be repaid by the LA to the State.

Furthermore, in the event of termination of this Program Agreement, the Parties agree to the following terms regarding reimbursement and repayment of non-EOP funds expended upon the project by the Business and the LA up to the date of termination: the Business shall reimburse and repay the LA 100% of non-EOP funds expended by the LA upon the project up to the date of termination.

3.6 This Program Agreement commences upon signature by the last of all required signatories and terminates 30 days after the LA's receipt of the final annual progress report unless terminated sooner pursuant to the terms set forth herein, or by the written mutual agreement of the Parties.

3.7 This Program Agreement, along with any and all attachments and items incorporated by references herein, contains the entire agreement between the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns. The LA and the Business shall adopt all necessary ordinances and/or resolutions as may be necessary to give full force and effect to the terms of this Program Agreement.

3.8 The Business agrees to hold the LA and the State harmless from any and all claims, demands, or actions based upon or arising out of the negligent or willful acts or omissions of the Business and its officials, officers, employees, agents, associates, contractors, or subcontractors in the performance of this Program Agreement, or impacting the performance of the Program Agreement between the LA and the State. The LA agrees to hold the Business harmless from any and all claims, demands, or actions based upon or arising out of the negligent or willful acts or omissions of the LA and its officials, officers, employees, agents, associates, contractors, or subcontractors in the performance of this Program Agreement, or impacting the performance of the LA's Program Agreement with the State.

3.9 Nothing in this Program Agreement should be construed in any manner as creating or establishing a joint relationship or partnership between the parties, nor shall either party have the right, power or authority to create any obligations or duties, express or implied, on behalf of the other party.

IV. Attachments

4.1 Application

V. Additional Terms and Conditions

5.1 None

VI. Final Affirmation and Signatures

IN WITNESS WHEREOF, the Parties acknowledge they have read and understand this Program Agreement, and that they execute this Program Agreement pursuant to lawful authority granted to them, effective upon the date set forth by the last signatory below:

EXECUTED by the LA this _______ day of ___________, 20__.

Corey Stutte, Mayor

Signature

EXECUTED by the Business this 31st day of January, 2023.

John R. Nelson- Authorized Representative

DocuSigned by:
John Nelson
9A41E5BD1E3043C...

Signature

Department: Engineering
Staff Contact: Lee Vrooman
Council Meeting Date: 2/13/2023

AGENDA ITEM SUMMARY SHEET

Description of Item:

Approval of State of Nebraska, Dept of Transportation - City of Hastings Economic Opportunity Program Agreement

Names of People/Business affected by this action:

City of Hastings, NDOT

Why Council action is required:

Council approval is required

Type of action requested:

Motion

Suggested motion:

Motion to approve State of Nebraska, Dept of Transportation - City of Hastings Economic Opportunity Program Agreement

Deadlines associated with action:

Department head comments:

The Heartwell Renewables project has received $500,000 of funding from the State of Nebraska Economic Opportunity Program Funds to construct turn lane improvements on US-6 to support development of the project. For the project to receive this funding, it is required to go through a municipality. With that, there is an agreement between the City of Hastings and Heartwell Renewables and also an agreement between the City of Hastings and the Nebraska Department of Transportation. The agreements layout the responsibilities each party has. Heartwell has already bid this work out and will also be in charge of the construction. The City's role is to facilitate the transfer of funds between the State and Heartwell.

Recommend Approval

City Administrator comments:

STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION / CITY OF HASTINGS ECONOMIC OPPORTUNITY PROGRAM AGREEMENT

THIS AGREEMENT, is entered into by and between the State of Nebraska, Department of Transportation, 1500 Nebraska Parkway, Lincoln, NE 68502, hereinafter referred to as the "State", and the *City of Hastings, 220 N Hastings Ave., Hastings, NE 68901,* hereinafter referred to as the "LA", and who together will be collectively referred to as the "Parties".

The purpose of this Agreement is to define the terms and conditions applicable to the Parties for utilizing State Economic Opportunity Program Funds (hereinafter "EOP Funds"), in a manner consistent with Neb. Rev. Stat. §39-2806. Nebraska law provides for the expenditure of EOP Funds to finance transportation improvements to attract and support new businesses and business expansions by successfully connecting such businesses to Nebraska's multimodal transportation network, and to increase employment, create high-quality jobs, increase business investment, and revitalize rural and other distressed areas of the state.

In consideration of the mutual promises and understandings of the Parties specifically set forth herein, the State and the LA jointly agree to the following:

I. Project Description/Objective:

1.1 **Project Location**: US-6 and S Technical BLVD, Hastings, NE 68901
Current Jurisdictional Authority: City of Hastings
Key Project Features and Project Description/Objective:

This project will construct turn lane improvements on US-6 to support the development of a renewable biodiesel production facility southeast of S. Technical BLVD/E. South ST. The improvements involve construction of 900' of eastbound offset lane, restriping of existing striping to create a westbound turn lane into property, and a temporary paved exit lane. The project is anticipated to include all activities associated with road construction, including but not limited to design, grading, culvert work, traffic control and stormwater management.

This project meets the objectives of the EOP because it provides a transportation connection that is intended to attract high quality jobs and spur private capital investment within the state of Nebraska. This project also supports the growth of a renewable biodiesel production facility, which is a priority industry according to NDED.

1.2 Individual/Entity with whom Local Authority will partner to complete project (referred to herein as the "Business")

Heartwell Renewables, LLC.- 2929 Allen Parkway, Suite 4100, Houston, TX 77019

1.3 Estimated Positive Economic Impact resulting from the Project:

Anticipated number of new jobs	50
Anticipated number of retained jobs	-
Anticipated private capital investment	$300,000,000
Village/City/MPO/area impacted by improvement	City of Hastings

II. Division and Reimbursement of Costs:

Type of Work	EOP Funds	LA Funds	Total
Preliminary Engineering and Property Acquisition	$100,000.00	$77,298.05	$177,298.05
Construction	$350,000.00	$270,543.17	$620,543.17
Project Closeout	$50,000.00	$38,649.02	$88,649.02
TOTAL:	$500,000.00	$386,490.24	$886,490.24

Note: These are estimated costs. Actual costs and payments will be determined based on final project costs.

2.1 Eligible construction and engineering expenses (hereinafter "Eligible Expenses") include the necessary, reasonable, and customary costs, fees and other expenses that are incurred to complete a transportation project, and are determined solely at the discretion of the State. Expenses which are generally eligible include, but are not limited to, the usual and customary design, engineering, construction, inspection, and right of way expenditures. Expenses which are generally ineligible include, but are not limited to, utility placement and/or established utility relocation, refinancing or payment of existing debt, and betterments or improvements which are above and beyond the original scope and objective of the transportation project.

2.2 The State will reimburse the LA for Eligible Expenses incurred upon the project **subject to a maximum reimbursement amount of 75% of eligible transportation project costs up to $500,000.00.** Any remaining balance shall be the sole responsibility of the LA. The LA is responsible for ensuring that funds are available to meet its obligations as set forth in this Program Agreement, including the availability of funds necessary to complete the project if the State's maximum reimbursement amount is exceeded.

2.3 The State will disburse EOP Funds to the LA in accordance with the following Phasing schedule:

a. **<u>Phase I: Preliminary Engineering and Property Acquisition</u>: 20%** of the State's EOP Funding will be disbursed to the LA upon:

i. documentation that the LA governing body has formally approved and set aside all matching funds identified herein to be utilized for the completion of this project;
ii. documentation that the Business has officially and formally committed to the project in a writing received by the LA (the LA/Business Program Agreement may suffice);
iii. verification of compliance with all right-of-way requirements and completion of final design plans consistent with provisions 3.1, 3.2.a and 3.2.b below; and
iv. receipt of a billing invoice/request for reimbursement setting forth all Eligible Expenses thus far.

b. **<u>Phase II: Construction</u>**: An additional **70%** of the State's EOP Funding will be disbursed to the LA according to the following schedule:

i. **Initial 30% upon**:
A. documentation of a properly awarded construction contract for the project consistent with provisions 3.1 and 3.2.c below, such that construction is ready to commence; and
B. receipt of a billing invoice/request for reimbursement setting forth all Eligible Expenses thus far.

ii. **Additional 40% upon**:

A. completion of approximately one-half of project construction in a manner consistent with provisions 3.1 and 3.2.d.

B. receipt of a billing invoice/request for reimbursement setting forth all Eligible Expenses thus far.

c. **<u>Phase III: Project Closeout</u>**: The final disbursement of EOP Funds, up to the final 10% of the original EOP funding amount, but in no event in excess of the total expenses eligible for reimbursement, will be paid to the LA upon receipt of:

i. a final billing invoice/request for reimbursement which sets forth a complete and final accounting of all Eligible Expenses incurred to complete the project, as more specifically set forth in provision 2.4.b below; and

ii. a full and complete copy of the as-built plans.

2.4 a. All billing invoices/requests for reimbursement must be submitted by the LA in a manner consistent with the State's billing processing system so that timely payment may be made, and must include all necessary state and federal tax documentation required by the State to process payment. Billing invoices/requests for reimbursement shall only be submitted to the State after amounts due exceed $1,000.00, and shall be submitted to the State no more frequently than monthly. Billing invoices/requests for reimbursement by the LA must contain adequate documentation to substantiate the expenses incurred, and to determine compliance with the EOP program application and this Program Agreement. Noncompliant invoices or requests for reimbursement will not be paid; notice and explanation of a noncompliant invoice or request for reimbursement will be returned to the LA within thirty (30) days of receipt by the State.

b. The final billing invoice/request for reimbursement to the State must reflect the total final amount due, the total incurred cost of the improvement, less previous payments made to the LA, and less funds applied to the cost of the improvement by the LA. The final billing invoice/request for reimbursement must be received no later than one year from the date of completion of the project; if a final invoice is not received within one year of completion of the improvement, the most recent billing invoice/request for reimbursement received by the State will be considered the final invoice submitted upon the improvement, and any and all obligation by the State to pay additional funds will terminate.

2.5 All obligations set forth in this Program Agreement, including all obligations of the State to reimburse costs as set forth herein, shall terminate immediately without penalty or further payment required if, in any fiscal year, the Nebraska Legislature fails to appropriate or otherwise make available funds for the work contemplated herein. In such an event, the State will provide the LA with written notice setting forth the effective date of termination.

III. Additional Obligations, Declarations, and Certifications:

3.1 The LA agrees to comply with all applicable federal, state and local laws, ordinances, rules and regulations relating to the activities carried out by the LA under this Program Agreement, including but not limited to the requirements of <u>Neb. Rev. Stat</u>. §4-108 to 4-114 to utilize a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska; <u>Neb. Rev. Stat</u>. §§48-1101 through 48-1126, known as the Nebraska Fair Employment Practices Act; <u>Neb. Rev. Stat</u>. §81-3445, governing the use of professional architects or engineers for projects which exceed $100,000; and Neb.Rev.Stat.§81-3437.02 requiring designation of a coordinating professional.

3.2 The LA shall be responsible for all aspects of this project, including management, planning, design, right-of-way activities, bid letting, construction, construction engineering and future operation and maintenance of this project. Upon completion of the project, the State will be responsible for future operation, maintenance, and control of the roadway, consistent with State responsibilities for US-6 prior to the project. The LA agrees that its failure to comply with the terms of this Program Agreement may lead to the State, in its sole discretion, withdrawing funding for the project as more specifically set forth in provision 3.5 below. The LA agrees to supervise and oversee all engineering and construction of the project in a manner consistent with the terms of this Program Agreement, and in a manner which meets all criteria applicable to the project as determined by the State, including but not limited to:

a. Prior to advertising for bids for the project, the LA must certify to the State that all necessary right-of-way, temporary and permanent easements, and temporary use permits have been properly obtained by the LA and that the project is legally prepared to proceed. The State may, in some circumstances, require that a dedication of property be made to the ownership of the LA to ensure that funds utilized upon the project result in a meaningful contribution to a purpose generally beneficial to the citizens of the State of Nebraska.

b. The LA must provide plans which have been prepared and signed by a licensed professional engineer for the State's review, and the State must review all plans and specifications prepared by the LA prior to letting. In the event the project connects to, physically touches or impacts a portion of the state highway system, the LA must provide plans for review which meet the higher NDOT standard highway design and construction requirements applicable to State highway projects.

c. After the State's review, the LA, or the LA's designated representative, as agreed to in writing by the State, will advertise the project, accept bids, and award the contract for construction of the project in a manner consistent with applicable state and local law. The State shall be entitled to terminate this Program Agreement in the event no contract has been awarded by December 31, 2024 and recovery of EOP funds disbursed thus far to the LA may commence as more specifically set forth in provision 3.5 below.

d. The LA is required to oversee construction to ensure the project is constructed as described or shown upon the approved plans, specifications, and estimates, or as amended by any approved change orders.

e. Review of any kind by the State pursuant to this Program Agreement shall not be considered a full and comprehensive review or examination of the work product of the LA and/or its consultants, and shall not be construed to be an undertaking or assumption of the LA's and/or its consultants' duties to provide appropriate design plans for the Project, to appropriately advertise the project for bids and let the project, and to accurately construct the project according to plans. The State makes no representations nor warranties, neither express nor implied, to any person or entity concerning the performance of the terms of this Program Agreement by the LA, its consultants, and/or contractors, or the performance of the Program Agreement between the LA and the Business.

3.3 The LA shall maintain records and documentation of the project for at least five years after termination/expiration of this Program Agreement, including but not limited to: books kept in accordance with generally accepted accounting principles, detailed records of expenditures, recipients and uses of all funds paid and disbursed in conjunction with this Program Agreement, as well as final design plans, as-built plans, and structural material certifications. The LA shall make such documentation available to the State to copy or review upon request, within a reasonable time period, and in particular in a manner sufficient to allow the State to comply with internal or external audit requirements.

3.4 The LA must retain an annual economic impact progress report for each subsequent year after completion of the project, for a period of five consecutive years after completion of the project. The LA must share the annual progress report with the State upon request in years one through four, with the report to the State required in year five after completion of the project.

3.5. In the event the LA fails to meet the terms of this Program Agreement, or in the event the Business does not fulfill its commitment to locate operations on the site or demonstrate positive economic impact as contemplated or described within provisions 1.1 and 1.3 of this Program Agreement, the State may immediately:

a. provide the LA with notice of termination of this Program Agreement, and may immediately demand from the LA reimbursement and repayment of all EOP funds disbursed thus far under this Program Agreement; or

b. in the alternative, provide the LA with notice of breach of this Program Agreement and allow the LA a reasonable time to cure the breach. However, allowing the LA time to cure a breach does not waive the State's right to terminate this Program Agreement under 3.5.a for the same or a different breach which may occur pending resolution of the initial breach. If breach is due to the Business withdrawing from its commitment to locate operations on the site, LA's cure of the breach may include the substitution of another Business that meets the criteria established by the EOP panel, and which is willing to execute a Program Agreement with the LA as set forth in provision 3.6 below.

3.6 The LA is required to enter into a separate Program Agreement with the Business named under provision 1.2, above. Said Agreement must require the Business, at a minimum:

a. to utilize EOP funds in a manner which complies with this Program Agreement between the State and the LA;

b. to indemnify and hold harmless the State from any and all claims, demands, or actions based upon or arising out of the negligent or willful acts or omissions of the Business and/or its officials, officers, employees, agents, associates, contractors, or subcontractors in the performance of the Program Agreement between the LA and the Business, or in meeting the terms of this Program Agreement between the LA and the State;

c. to retain records consistent with provision 3.3 of this Program Agreement for a period of five consecutive years after completion of the project, and to provide the LA with all information necessary for it to submit its mandatory annual progress report to the State in accordance with provision 3.4 of this Agreement.

d. to provide for the repayment of EOP Funds to the LA in the event of a default or unmet obligations by the Business.

3.7 This Program Agreement commences upon signature by the last of all required signatories and terminates 30 days after the State's receipt of the final annual progress report (provision 3.4) unless terminated sooner pursuant to the terms set forth herein or by the written mutual agreement of the Parties.

3.8 This Program Agreement, along with any and all attachments and items incorporated by references herein, contains the entire agreement between the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns. The LA shall adopt all necessary ordinances and/or resolutions as may be necessary to give full force and effect to the terms of this Program Agreement.

3.9 The LA Agrees to hold the State harmless from any and all claims, demands, or actions based upon or arising out of the negligent or willful acts or omissions of the LA and its officials, officers, employees, agents, associates, contractors, or subcontractors in the performance of this Program Agreement, or the performance of the Program Agreement between the LA and the Business.

3.10 Nothing in this Program Agreement should be construed in any manner as creating or establishing a joint relationship or partnership between the parties, nor shall either party have the right, power or authority to create any obligations or duties, express or implied, on behalf of the other party.

IV. Attachments

4.1 Application

4.2 EOP Agreement between City of Hastings and Heartwell Renewables

---

V. Final Affirmation and Signatures

IN WITNESS WHEREOF, the Parties acknowledge they have read and understand this Program Agreement, and that they execute this Program Agreement pursuant to lawful authority granted to them, effective upon the date set forth by the last signatory below:

EXECUTED by the LA this _______ day of ___________, 20__.

____
Corey Stutte, Mayor

____
Signature

EXECUTED by the State this ______ day of ___________, 20__.

____
Vicki Kramer
Director, Nebraska Department of Transportation

Department: Engineering
Staff Contact: Lee Vrooman
Council Meeting Date: 2/13/2023

AGENDA ITEM SUMMARY SHEET

Description of Item:

Ordinance No. 4729 Authorizing and providing for the issuance of not to exceed $2,000,000 aggregate principal amount of combined Utilities Revenue Bond.

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. 4729 Authorizing and providing for the issuance of not to exceed $2,000,000 aggregate principal amount of combined Utilities Revenue Bond.

Deadlines associated with action:

Department head comments:

SRF Loan is to be used for removal of lead water services. See attached documentation.

Recommend Approval

City Administrator comments:

I commend staff for seeking forgivable loans for safe drinking water. They are saving the City a lot of money. I would recommend approval.

CITY OF HASTINGS, NEBRASKA

ORDINANCE NO. 4729

PASSED AND ADOPTED FEBRUARY 13, 2023

AUTHORIZING

NOT TO EXCEED
$2,000,000

COMBINED UTILITIES REVENUE BOND

CITY OF HASTINGS, NEBRASKA

ORDINANCE NO. 4729

AN ORDINANCE OF THE CITY OF HASTINGS, NEBRASKA AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED $2,000,000 AGGREGATE PRINCIPAL AMOUNT OF COMBINED UTILITIES REVENUE BOND OF THE CITY FOR THE PURPOSE OF PROVIDING FUNDS, TOGETHER WITH OTHER AVAILABLE FUNDS OF THE CITY, FOR IMPROVEMENTS TO THE CITY'S WATER SYSTEM PAYABLE FROM THE CITY'S GAS, SEWER AND WATER UTILITIES; PRESCRIBING THE FORM AND CERTAIN DETAILS OF THE BONDS AND PROVIDING FOR THE FIXING AND ESTABLISHING OF OTHER DETAILS OF THE BONDS; PRESCRIBING THE COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND AUTHORIZING CERTAIN ACTIONS AND DOCUMENTS AND PRESCRIBING OTHER MATTERS RELATING THERETO.

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

FINDINGS AND DETERMINATIONS

The Mayor and City Council (the **"Council"**) of the City of Hastings, Nebraska (the **"City"**), hereby find and determine as follows:

1. The City is a city of the first class and political subdivision duly organized and existing under the laws of the State of Nebraska (the **"State"**), and, pursuant to Chapter 16, Reissue Revised Statutes of Nebraska, as amended, owns and operates (a) a gas plant and distribution system (the **"Gas System"**), (b) a water works plant and water system (the **"Water System"**) and (c) wastewater treatment plant and facilities and sanitary sewer system (the **"Sewer System"**), each of which is a revenue-producing facility as described in Sections 18-1803 to 18-1805, inclusive, Reissue Revised Statutes of Nebraska, as amended (the **"Act"**), serving the City and its inhabitants and others within its service area (collectively, the **"Combined Utilities**,**"** as hereinafter more fully defined).

2. The City has undertaken to acquire, construct, improve, extend, equip, and furnish certain improvements to the Combined Utilities, including, but not limited to, the acquisition, construction, improvement, repair, rehabilitation or extension thereof (collectively, the **"Project"**).

3. Pursuant to the Act and the ordinances set forth below, the City has heretofore issued and has outstanding on the date hereof the following bonds and notes (collectively, the **"Outstanding Bonds"**) payable the revenues derived from the operation of the Combined Utilities, as indicated below:

(a) Combined Utilities Revenue Refunding Bond, Series 2017, in the form of and evidenced by a single promissory note (the **"NDEE Note"**) of the City to the Nebraska Department of Environment and Energy (formerly the Nebraska Department of Environmental Quality, **"NDEE"**), dated September 11, 2017, in the maximum drawable amount of $7,000,000 under Loan Contract No. C317930, as amended by Amendment No. 01 to Loan Agreement (Governmental Borrower) Between Nebraska Department of Environment and Energy and City of Hastings, Nebraska NDEE Project No. C317930 (together, the **"Loan Contract"**), authorized by Ordinance No. 4514 adopted July 24, 2017, as amended by Ordinance No. 4671 adopted June 28, 2021 (together, the **"2017 Ordinance"**)

(b) Combined Utility Revenue Refunding Bonds, Series 2021, dated August 5, 2021, originally issued in the principal amount of $8,320,000, currently outstanding in the principal amount of $7,620,000, with a final maturity on October 15, 2032 (the **"2021 Bonds"**). The 2021 Bonds were issued pursuant to Ordinance No. 4670 of the City adopted June 28, 2021 (the **"2021 Ordinance"**).

4. The Nebraska Department of Environment and Energy (**"NDEE"**) approved a project designated as NDEE Project No. D311691 relating to the acquisition, construction, improvement, repair, rehabilitation or extension of the City's Water System (the **"Project"**) for which the estimated total cost is not less than $2,000,000 and NDEE agreed to lend the City funds in such amount (the **"NDEE Loan"**) and in such connection has agreed to accept the NDEE Note (as defined and described below) payable from the revenues of the Combined Utilities.

5. In connection with the NDEE Loan the City hereby determines it necessary and appropriate to approve, execute and deliver an agreement entitled "Loan Agreement (Governmental Borrower) between the Nebraska Department of Environment and Energy And City of Hastings, Nebraska NDEE Project No. D311691" (the **"Loan Contract"**) and it is necessary and advisable for the City to approve the execution and delivery of said Loan Contract and the "Note" described therein for the borrowed amount of up to $2,000,000, which Note shall evidence, be and constitute the **"NDEE Note"** or **"Bonds"** described herein.

6. Other than the Outstanding Bonds identified in Paragraph 2 above, there are presently no liens or pledges upon the revenues of the Gas System, Water System or Sewer System of the City.

7. To satisfy the borrowing requirements described in this section, it is necessary for the City to issue its Combined Utilities Revenue Bond, Series 2023 (Water Project), in the total principal amount of up to $2,000,000 (referred to herein as the **"Bonds"** or the **"NDEE Note"**).

8. All conditions, acts and things required by law to exist or to be done precedent to the issuance of the Bonds do exist and have been done and performed in regular and due time as provided by law.

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to the words and terms defined elsewhere herein, the following capitalized words and terms as used in this Ordinance shall have the following meanings:

"Act" means Sections 18-1803 to 18-1805, inclusive, Reissue Revised Statutes of Nebraska, as amended.

"Authorized Officers" mean, each individually, the Mayor, City Administrator and Finance Director of the City.

"Average Annual Debt Service" means the number determined by adding all of the principal and interest which will become due when computed to the absolute maturity of the Bonds and Parity Bonds, if any, then outstanding and all of the principal and interest of the Combined Utilities Revenue Bonds to be issued, and dividing such total by the number of years remaining that the longest bond of any such Combined Utilities Revenue Bonds (including the Combined Utilities Revenue Bonds to be issued) has to run to maturity.

"Bond Counsel" means Gilmore & Bell, P.C., Omaha, Nebraska, or other attorney or firm of attorneys with a nationally recognized standing in the field of municipal bond financing selected by the City.

"Bond Payment Date" means any date on which principal of or interest on any Bond is payable at the Maturity thereof or on any Interest Payment Date.

"Bond Register" means the books for the registration, transfer and exchange of Bonds kept at the office of the Paying Agent.

"Bonds" or **"NDEE Note"** means the City's Combined Utilities Revenue Bond, Series 2023, in the form of and evidenced by a single promissory note with such NDEE Note to be substantially in such form and to have such payment terms as are set forth in Attachment F to the Loan Contract.

"Business Day" means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for the conduct of its banking operations.

"City" means the City of Hastings, Nebraska, and any successors or assigns.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the Treasury Department proposed or promulgated thereunder.

"Combined Utilities" means, collectively, the Gas System, the Water System and the Sewer System of the City.

"Combined Utilities Revenue Bonds" means collectively the Bonds, the Parity Bonds and all other revenue bonds which are payable out of, or secured by an interest in, the income and Revenues derived from the operation of the Combined Utilities.

“Consultant” means an independent engineer or engineering firm having a favorable reputation for skill and experience in the construction, financing and operation of public utilities and the preparation of management studies and financial feasibility studies in connection therewith, selected by the City for the purpose of carrying out the duties imposed on the Consultant by this Ordinance.

“Debt Service Fund” means the fund by that name created by **Section 501** hereof.

“Debt Service Requirements” means the aggregate principal payments (whether at maturity or pursuant to scheduled mandatory sinking fund redemption requirements) and interest payments on all Combined Utilities Revenue Bonds for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company having full trust powers.

“Debt Service Reserve Fund” means the fund by that name created by **Section 501** hereof.

“Debt Service Reserve Requirement” shall be $0.

“Defeasance Obligations” means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (A) not subject to redemption prior to maturity or (B) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal or redemption price of and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations serving as security for the obligations, plus any cash in the escrow fund, are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations serving as security for the obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) the obligations are rated in the highest rating category by Moody’s Investors Service, Inc. (presently “Aaa”) or Standard & Poor’s Ratings Group (presently “AAA”).

“Expenses” means all reasonable and necessary expenses of operation, maintenance and repair of the Combined Utilities and keeping the Combined Utilities in good repair and working order (other than interest paid on Combined Utilities Revenue Bonds and depreciation and amortization charges during the period of determination), determined in accordance with generally accepted accounting principles, including, without limiting the generality of the foregoing, current maintenance charges, expenses of reasonable upkeep and repairs, salaries, wages, costs of materials and supplies, Paying Agent fees and expenses, annual audits, periodic Consultant's reports, properly allocated share of charges for insurance, the cost of purchased water, gas and power, if any, obligations (other than for borrowed money or for rents payable under capital leases) incurred in the ordinary course of business, liabilities incurred by endorsement for collection or deposit of checks or drafts received in the ordinary course of business, short-term obligations incurred and payable within a particular fiscal year, other obligations or indebtedness incurred for the purpose of leasing (pursuant to a true or operating lease) equipment, fixtures, inventory or other personal property, and all other expenses incident to the operation of the Combined Utilities, but shall exclude all general administrative expenses of the City not related to the operation of the Combined Utilities.

"Gas System" means the entire gas plant and distribution system owned and operated by the City for the collection, storage and distribution of natural gas to serve the needs of the City and its inhabitants and others, including all appurtenances and facilities connected therewith or relating thereto, together with all extensions, improvements, additions and enlargements thereto hereafter made or acquired by the City.

"Insurance Consultant" means an individual or firm selected by the City qualified to survey risks and to recommend insurance coverage for entities engaged in operations similar to those of the Combined Utilities and having a favorable reputation for skill and experience in making such surveys and recommendations.

"Interest Payment Date" means the Stated Maturity of an installment of interest on any Bond.

"Maturity" when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for optional or mandatory redemption or otherwise.

"Net Revenues Available for Debt Service" means, for the period of determination, all Revenues less all Expenses as determined in accordance with generally accepted accounting principles.

"Ordinance" means this Ordinance as from time to time amended in accordance with the terms hereof.

"Outstanding" means, when used with reference to Bonds, as of any particular date, all Bonds theretofore issued and delivered hereunder, except the following Bonds:

(a) Bonds theretofore cancelled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of **Section 1101** hereof; and

(c) Bonds in exchange for or in lieu of which other Bonds have been registered and delivered hereunder.

"Parity Bonds" means the NDEE Note and the Outstanding Bonds, together with any additional parity bonds or other long-term obligations payable out of the net income and revenues of the Combined Utilities hereafter issued or incurred in accordance with the provisions of this Ordinance and standing on a parity and equality with the Bonds with respect to the payment of principal and interest out of the net income and Revenues of the Combined Utilities, so long as any such bonds remain outstanding and unpaid or until provision is made for the payment and defeasance of such bonds.

"Parity Ordinances" means this Ordinance, the 2017 Ordinance, the 2021 Ordinance, and any other Ordinance under which any additional Parity Bonds are hereafter issued.

"Paying Agent" means the treasurer of the City, and any successors and assigns.

"Permitted Investments" means any of the following securities and obligations, if and to the extent the same are at the time legal for investment of the City's money held in the funds referred to in **Section 501** hereof:

(a) United States Government Obligations;

(b) bonds, notes or other obligations of any political subdivision of the State, that at the time of their purchase are rated in either of the two highest rating categories by a nationally recognized rating service;

(c) repurchase agreements with any bank, bank holding company, savings and loan association, trust company, or other financial institution organized under the laws of the United States of America or any state, that are continuously and fully secured by any one or more of the securities described in clause (a) or (b) above and have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such repurchase agreement and are held in a custodial or trust account for the benefit of the City;

(d) obligations of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks, Farmers Home Administration and Federal Home Loan Mortgage Corporation;

(e) certificates of deposit or time deposits, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of the United States of America or any state, provided that such certificates of deposit or time deposits shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a) through (c) above, inclusive, which shall have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such certificates of deposit or time deposits; and

(f) any other securities or investments that are lawful for the investment of money held in such funds or accounts under the laws of the State.

"Person" means any natural person, corporation, partnership, firm, joint venture, association, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

"Redemption Date" when used with respect to any Bond to be redeemed means the date fixed for such redemption pursuant to the terms of this Ordinance.

"Redemption Price" when used with respect to any Bond to be redeemed means the price at which such Bond is to be redeemed pursuant to the terms of this Ordinance, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

"Revenue Fund" means the fund by that name created by **Section 501** hereof.

"Revenues" means all rates, rentals, fees and charges, earnings, income, revenues, and other monies, from any source derived by the City through its ownership and the operation of the Combined Utilities, including, without limiting the generality of the foregoing, (i) all income, fees, charges, receipts, profits and other moneys derived from the sale, furnishing or supplying of the services, facilities, commodities of the Combined Utilities; (ii) the earnings on and the income from the investment of any moneys held in funds under this Ordinance; (iii) the earnings on and the income from the investment of other moneys derived from the ownership or operation of the Combined Utilities to the extent that such earnings and income are allocated by or pursuant to law to the Combined Utilities; (iv) special assessment payments and payments in aid of construction; (v) the proceeds derived by the City directly or indirectly from the sale, lease or other disposition of all or an part of the Combined Utilities, and the proceeds of insurance and condemnation awards received with respect to the Combined Utilities; (vi) any amounts deposited in escrow in connection with the acquisition, construction, remodeling, renovation and equipping of facilities to be applied during the period of determination to pay interest on Combined Utilities Revenue Bonds; and (vii) any other moneys of the City which are required by the provisions hereof to be applied to the payment of Bonds; provided, however, that Revenues shall not include (A) customers', deposits or any other deposits subject to refund, until such deposits have become the property of the City, (B) earnings on and income derived from the investment of moneys or Defeasance Obligations being held irrevocably for the retirement of indebtedness of the Combined Utilities, or (C) moneys deposited with the City by employees for employee benefit purposes.

"Sewer System" means the entire wastewater treatment plant and facilities and sanitary sewer system owned and operated by the City for the collection, treatment and disposal of sewage, to serve the needs of the City and its inhabitants and others, including all appurtenances and facilities connected therewith or relating thereto, together with all extensions, improvements, additions and enlargements thereto hereafter made or acquired by the City.

"State" means the State of Nebraska.

"Stated Maturity" when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond and this Ordinance as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

"Surplus Fund" means the fund by that name created by **Section 501** hereof.

"United States Government Obligations" means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payments on obligations issued or guaranteed by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service, and such obligations are held in a custodial or trust account for the benefit of the City.

"Water System" means the entire waterworks plant and system owned and operated by the City for the production, storage, treatment and distribution of water, to serve the needs of the City and its inhabitants and others, including all appurtenances and facilities connected therewith or relating thereto, together with all extensions, improvements, additions and enlargements thereto hereafter made or acquired by the City.

ARTICLE II

AUTHORIZATION OF BONDS

Section 201. Authorization of NDEE Note. (a) To provide for the payment of the costs of the Project, the City shall enter into a Loan Agreement (Governmental Borrower) between the NDEE and the City (NDEE Project No. D311691) (the **"Loan Contract"**) in substantially the form set forth in Exhibit A to this Ordinance, which exhibit is by such reference incorporated herein as if fully set forth; and

(b) There shall be and there is hereby ordered issued the City's Combined Utilities Revenue Bond, Series 2023, in the principal amount of not to exceed $2,000,000, in the form of and evidenced by a single promissory note (referred to herein as the **"NDEE Note"** or **"Bonds"**) with such NDEE Note to be substantially in such form and to have such payment terms as are set forth in Attachment F to the Loan Contract.

(c) The terms and conditions of the NDEE Note, the Loan Contract and the Project are hereby approved and the Mayor, City Administrator and City Clerk are hereby authorized to execute and deliver the NDEE Note and the Loan Contract for and on behalf of the City in substantially the form approved but with such changes from the forms presented and attached hereto as such officers shall deem appropriate for and on behalf of the City.

(d) The Mayor, City Administrator and Clerk and any other officers of the City are hereby further authorized to take such further actions and to execute such certificates and other documents as shall be deemed necessary or appropriate by any of them in connection with the issuance and delivery of the NDEE Note and the Loan Contract.

(e) For all purposes of this ordinance, the NDEE Note shall constitute a revenue bond of the City of Hastings as authorized by Sections 18-1803 to 18-1805, R.R.S. Neb., as amended, and shall be included within the terms "bond" and "combined revenue bond" where such inclusion is appropriate.

ARTICLE III

[RESERVED]

ARTICLE IV

SECURITY

Section 401. Security. The NDEE Note is a special obligation of the City payable solely from, and secured as to the payment of principal or Redemption Price of and interest by a pledge of, the net income and revenues derived from the operation of the Combined Utilities, after providing for the costs of operation and maintenance thereof, including operating income, investment income, gifts, bequests, contributions, grants and other money made available to the City with respect to the Combined Utilities from sources other than funds raised by taxation. The City hereby pledges such net income and revenues to the payment of the principal or Redemption Price of and interest on the NDEE Note. The NDEE Note shall not be or constitute a general obligation of the City, nor shall they constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction, and the taxing power of the City is not pledged to the payment of the NDEE Note, either as to principal, Redemption Price or interest.

The covenants and agreements of the City contained in this Ordinance and in the NDEE Note shall be for the equal benefit, protection and security of the registered owner of the NDEE Note. The NDEE Note shall stand on a parity and be equally and ratably secured with respect to the payment of principal or Redemption Price and interest from the net income and revenues derived from the operation of the Combined Utilities and in all other respects with any Parity Bonds. The NDEE Note shall not have any priority with respect to the payment of principal, Redemption Price or interest from such net income and revenues or otherwise over the Parity Bonds and the Parity Bonds shall not have any priority with respect to the payment of principal or interest from such net income and revenues or otherwise over the NDEE Note.

ARTICLE V

FUNDS; DEPOSIT AND APPLICATION OF BOND PROCEEDS AND OTHER MONEY

Section 501. Establishment of Funds. There are hereby created or ratified and ordered to be established and maintained in the treasury of the City the following separate funds to be known respectively as follows:

(a) Combined Utilities Revenue Fund (the **"Revenue Fund"**).

(b) Debt Service Fund for NDEE Note (the **"Debt Service Fund"**).

(c) Debt Service Reserve Fund for NDEE Note (the **"Debt Service Reserve Fund"**), which shall not be funded.

(d) Combined Utilities Surplus Fund (the **"Surplus Fund"**).

The funds referred to in **Sections 501(a)** through **(d)**, inclusive, hereof shall be maintained and administered by the City solely for the purposes and in the manner as provided in this Ordinance so long as any of the Bonds remain Outstanding within the meaning of this Ordinance.

Section 502. Deposit of Proceeds and Other Money. The net proceeds of the NDEE Note shall be applied to pay costs of the Project as set forth in the Loan Contract.

ARTICLE VI

APPLICATION OF REVENUES

Section 601. Revenue Fund. The City covenants and agrees that from and after the delivery of the NDEE Note, and continuing as long as any of the NDEE Note remains Outstanding hereunder, all of the revenues derived and collected from the operation of the Combined Utilities shall as and when received be paid and deposited into the Revenue Fund. Such revenues shall be segregated and kept separate and apart from all other money, revenues, funds and accounts of the City and shall not be commingled with any other money, revenues, funds and accounts of the City. The Revenue Fund shall be administered and applied solely for the purposes and in the manner provided in this Ordinance.

Section 602. Application of Money in Funds. The City covenants and agrees that from and after the delivery of the NDEE Note and continuing so long as any of the NDEE Note shall remain Outstanding, it will on the first day of each month administer and allocate all of the money then held in the Revenue Fund as follows:

(a) ***Operation and Maintenance***. There shall first be paid and credited from month to month as a first charge against the Revenue Fund the Expenses of the Combined Utilities as the same become due and payable.

(b) ***Debt Service Fund***. There shall next be paid and credited monthly to the Debt Service Fund, to the extent necessary to meet on each Bond Payment Date the payment of all interest on and principal of the NDEE Note, the following sums:

(1) Beginning on the first day of the month immediately following the month in which the NDEE Note is issued and continuing the first day of each month thereafter so long as any of the NDEE Note herein authorized remain outstanding and unpaid, an amount not less than the amount which, if the same amount were deposited each month, would be sufficient to pay the interest becoming due on the NDEE Note on the next succeeding Interest Payment Date.

(2) Beginning on the first day of the month immediately following the month in which the NDEE Note is issued and continuing the first day of each month thereafter so long as any of the NDEE Note herein authorized remain outstanding and unpaid, an amount not less than the amount which, if the same amount were deposited each month, would be sufficient to pay the principal becoming due on the NDEE Note in the next succeeding Maturity.

(3) During the periods and in the amounts specified for the Parity Bonds in the Parity Ordinances.

The amounts required to be paid and credited to the Debt Service Fund pursuant to this **Section 602(b)** shall be made at the same time and on a parity with the amounts at the time required to be paid and credited to the debt service funds established for the payment of principal and interest on Parity Bonds under the provisions of the Parity Ordinances.

Any amounts deposited in the Debt Service Fund as accrued interest or as capitalized interest in accordance with **Section 502(a)** hereof shall be credited against the City's payment obligations as set forth in this **Section 602(b)(1)**.

All amounts paid and credited to the Debt Service Fund shall be expended and used by the City for the sole purpose of paying the interest on and principal of the NDEE Note as and when the same become due at Maturity and on each Interest Payment Date.

If at any time the money in the Revenue Fund is insufficient to make in full the payments and credits at the time required to be made to the Debt Service Fund and on any Parity Bonds, the available money in the Revenue Fund shall be divided among such debt service funds in proportion to the respective principal amounts of such series of bonds at the time outstanding which are payable from the money in such debt service funds.

(c) ***Debt Service Reserve Fund***. Except as hereinafter provided in this **Section 602(c)**, any amounts or instruments paid and credited to a Debt Service Reserve Fund established pursuant to **Section 212** herein, shall be expended and used by the City solely to prevent any default in the payment of interest on or principal of the NDEE Note on any Maturity date or Interest Payment Date if the money or instruments in the Debt Service Fund is insufficient to pay the interest on or principal of such NDEE Note as they become due. So long as any Debt Service Reserve Fund required to be established pursuant to Section 212 aggregates the Debt Service Reserve Requirement, no payments into such Fund shall be required, but if the City is ever required to expend and use a part of the money in such Fund for the purpose herein authorized and such expenditure reduces the amount of such Fund below the Debt Service Reserve Requirement, the City shall make monthly payments into such Fund after all payments and credits required at the time to be made under the provisions of **Sections 602(a)** and **(b)** have been made until such Fund shall again aggregate the Debt Service Reserve Requirement.

The amounts required to be paid and credited to the Debt Service Reserve Fund pursuant to this **Section 602(c)** shall be made at the same time and on a parity with the amounts at the time required to be paid and credited to any debt service reserve funds established for the Parity Bonds under the provisions of the Parity Ordinances.

If a surety or other instrument is deposited to the Debt Service Reserve Fund, the Authorized Officers shall execute and deliver such documents and agreements determined necessary and appropriate for such surety or other instrument on behalf of the City and any such agreement executed and delivered in connection with the issuance of the NDEE Note shall have the same force and effect as if fully set forth in this Ordinance with no further action required by the Mayor and Council.

Money in any Debt Service Reserve Fund may be used to call such bonds for redemption and payment prior to their Stated Maturity, provided all of the bonds at the time Outstanding are called for payment and funds are available to pay the same according to their terms. Money in the Debt Service Reserve Fund shall be used to pay and retire the last Outstanding Bonds unless such bonds and all interest thereon are otherwise paid. Any amounts in any Debt Service Reserve Fund in excess of the Debt Service Reserve Requirement on any valuation date shall be transferred to the Debt Service Fund.

If at any time the money in the Revenue Fund is insufficient to make in full the payments and credits at the time required to be made to the Debt Service Reserve Fund and any debt service reserve fund established for any Parity Bonds, the available money in the Revenue Fund shall be divided among such debt service reserve funds in proportion to the respective principal amounts of such series of bonds at the time outstanding which are payable from the money in such debt service reserve funds.

(d) ***Surplus Fund***. After all payments and credits required at the time to be made under the provisions of **Sections 602(a)**, **(b)** and **(c)** hereof have been made, all money remaining in the Revenue Fund shall be paid and credited to the Surplus Fund. Money in the Surplus Fund may be expended and used for the following purposes as determined by the governing body of the City:

(1) Paying the cost of the operation, maintenance and repair of the Combined Utilities to the extent that may be necessary after the application of the money held in the Operation and Maintenance Fund under the provisions of **Section 602(a)** hereof;

(2) Paying the cost of extending, enlarging or improving the Combined Utilities;

(3) Preventing default in, anticipating payments into or increasing the amounts in the Debt Service Fund or the Debt Service Reserve Fund referred to in **Sections 602(b)** and **(c)** hereof, or any one of them, or establishing or increasing the amount of any debt service fund or debt service reserve fund created by the City for the payment of any Parity Bonds;

(4) Calling, redeeming and paying prior to Stated Maturity, or, at the option of the City, purchasing in the open market at the best price obtainable not exceeding the redemption price (if any bonds are callable), the bonds or any Parity Bonds, including principal or redemption price and interest;

(5) Any other lawful purpose in connection with the operation of the Combined Utilities and benefiting the Combined Utilities; or

(6) For the general governmental and municipal functions of the City; provided, however, that no such withdrawal from such Surplus Fund and payment into the General Fund of the City for the general governmental and municipal functions of the City shall be made to the extent such payment treated as an operating expense would reduce the Net Revenues Available for Debt Service for the preceding fiscal year (determined in accordance with generally accepted accounting principles applied on a consistent basis) to less than 110% of the annual Debt Service Requirement upon the NDEE Note and all Parity Bonds in such fiscal year, or at a time when the City shall be in default in the performance of any such covenant or agreement.

(e) ***Deficiency of Payments into Funds***. If at any time the revenues derived from the operation of the Combined Utilities are insufficient to make any payment on the date or dates hereinbefore specified, the City will make good the amount of such deficiency by making additional payments or credits out of the first available revenues thereafter received from the operation of the Combined Utilities, such payments and credits being made and applied in the order hereinbefore specified in this **Section 602**.

Section 603. Transfer of Funds to Paying Agent. The Treasurer is hereby authorized and directed to withdraw from the Debt Service Fund, and, to the extent necessary to prevent a default in the payment of the principal of or interest on the NDEE Note, from the Debt Service Reserve Fund and the Surplus Fund as provided in **Section 602** hereof, sums sufficient to pay the principal of and interest on the NDEE Note as and when the same become due on any Bond Payment Date, and to forward such sums to the Paying Agent in a manner which ensures the Paying Agent will have available funds in such amounts on or before the Business Day immediately preceding each Bond Payment Date. If, through lapse of time, or otherwise, the registered owners of the NDEE Note are no longer entitled to enforce payment of their obligations, it shall be the duty of the Paying Agent forthwith to return such funds to the City. All money deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance.

Section 604. Payments Due on Saturdays, Sundays and Holidays. In any case where a Bond Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

ARTICLE VII

DEPOSIT AND INVESTMENT OF MONEY

Section 701. Deposit and Investment of Money.

(a) Money in each of the funds and accounts created by and referred to in this Ordinance shall be deposited in a bank or banks located in the State that are members of the Federal Deposit Insurance Corporation. All such deposits shall be continuously and adequately secured by the banks holding such deposits as provided by the laws of the State.

(b) Money held in any fund or account referred to in this Ordinance may be invested in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than the date when the money invested may be needed for the purpose for which such fund or account was created. All earnings on any investments held in any fund or account shall accrue to and become a part of such fund or account, provided that, during the period of construction of the extensions and improvements to the Combined Utilities, all earnings on the investment of such funds shall be credited to the Project Fund. All earnings on investments held in any Debt Service Reserve Fund shall accrue to and become a part of such Fund until the amount on deposit in such Fund shall aggregate the Debt Service Reserve Requirement; thereafter, all such earnings shall be credited to the Debt Service Fund. In determining the amount held in any fund or account under any of the provisions of this Ordinance, obligations shall be valued at the lower of the cost or the market value thereof; provided, however, that investments held in any Debt Service Reserve Fund shall be valued at market value only. If and when the amount held in any fund or account shall be in excess of the amount required by the provisions of this Ordinance, the City shall direct that such excess be paid and credited to the Debt Service Fund, provided that, during the period of acquisition and construction of the extensions and improvements to the Combined Utilities, such excess shall be paid and credited to the Project Fund.

(c) So long as any of the Parity Bonds remain outstanding and unpaid, any investments made pursuant to this **Section 701** shall be subject to any restrictions in the Parity Ordinance with respect to the funds and accounts created by and referred to in the Parity Ordinance.

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

The City covenants and agrees with each of the registered owners of any of the NDEE Note that so long as the NDEE Note remains Outstanding and unpaid it will comply with each of the following covenants:

Section 801. Efficient and Economical Operation. The City will continuously own and will operate the Combined Utilities as revenue producing facilities in an efficient and economical manner and will keep and maintain the same in good repair and working order. The City will establish and maintain such rules and regulations for the use of the Combined Utilities as may be necessary to assure maximum utilization and most efficient operation of the Combined Utilities.

Section 802. Rate Covenant. The City in accordance with and subject to applicable legal requirements will fix, establish, maintain and collect such rates and charges for the use and services furnished by or through the Combined Utilities as will produce revenues sufficient to (a) pay the costs of the operation and maintenance of the Combined Utilities; (b) pay the principal of and interest on the NDEE Note as and when the same become due at the Maturity thereof or on any Interest Payment Date; and (c) enable the City to have in each fiscal year Net Revenues Available for Debt Service not less than 110% of the Debt Service Requirements for such fiscal year. The City will require the prompt payment of accounts for service rendered by or through the Combined Utilities and will promptly take whatever action is legally permissible to enforce and collect delinquent charges. The City will, from time to time as often as necessary, in accordance with and subject to applicable legal requirements, revise the rates and charges in such manner as may be necessary or proper so that the Net Revenues Available for Debt Service will be sufficient to cover the obligations under this **Section 802** and otherwise under the provisions of this Ordinance. If in any fiscal year Net Revenues Available for Debt Service are an amount less than as hereinbefore provided, the City will immediately employ a Consultant to make recommendations with respect to such rates and charges. A copy of the Consultant's report and recommendations shall be filed with the City Clerk and the NDEE and shall be furnished to any registered owner of the NDEE Note requesting a copy of the same, at the cost of such registered owner. The City shall, to the extent feasible, follow the recommendations of the Consultant.

Section 803. Reasonable Charges for all Services. None of the facilities or services provided by the Combined Utilities will be furnished to any user without a reasonable charge being made therefor.

Section 804. Restrictions on Mortgage or Sale of Combined Utilities. The City will not mortgage, pledge or otherwise encumber the Combined Utilities or any part thereof, nor will it sell, lease or otherwise dispose of the Combined Utilities or any material part thereof; provided, however, the City may:

(a) sell at fair market value any portion of the Combined Utilities which has been replaced by other similar property of at least equal value, or which ceases to be necessary for the efficient operation of the Combined Utilities, and in the event of sale, the City will apply the proceeds to either (1) redemption of Outstanding Bonds in accordance with the provisions governing repayment of the bonds in advance of Stated Maturity, or (2) replacement of the property so disposed of by other property the revenues of which shall be incorporated into the Combined Utilities as hereinbefore provided;

(b) cease to operate, abandon or otherwise dispose of any property which has become obsolete, nonproductive or otherwise unusable to the advantage of the City;

(c) lease, (1) as lessor, any real or personal property which is unused or unimproved, or which has become obsolete, nonproductive or otherwise unusable to the advantage of the City, or which is being acquired as a part of a lease/purchase financing for the acquisition and/or improvement of such property; and/or (2) as lessee, with an option of the City to purchase, any real or personal property for the extension and improvement of the Combined Utilities. Property being leased as lessor and/or lessee pursuant to this subsection (c) shall not be treated as part of the Combined Utilities for purposes of this **Section 804** and may be mortgaged, pledged or otherwise encumbered;

(d) grant a security interest in equipment to be purchased with the proceeds of any loan, lease or other obligation undertaken in accordance with **Article IX** hereof; or

(e) sell, lease or convey all or substantially all of the Combined Utilities to another entity or enter into a management contract with another entity if:

(1) The transferee entity is a political subdivision organized and existing under the laws of the State, or instrumentality thereof, or an organization described in Section 501(c)(3) of the Code, and expressly assumes in writing the due and punctual payment of the principal or redemption price of and interest on all outstanding Combined Utilities Revenue Bonds according to their tenor, and the due and punctual performance and observance of all of the covenants and conditions of this Ordinance;

(2) If there remains unpaid any Combined Utilities Revenue Bond which bears interest that is not includable in gross income under the Code, the City receives an opinion of Bond Counsel, in form and substance satisfactory to the City, to the effect that under then existing law the consummation of such sale, lease or conveyance, whether or not contemplated on any date of the delivery of such Combined Utilities Revenue Bond, would not cause the interest payable on such Combined Utilities Revenue Bond to become includable in gross income under the Code;

(3) The City receives a certificate of the Consultant which demonstrates and certifies that immediately upon such sale or conveyance the transferee entity will not, as a result thereof, be in default in the performance or observance of any covenant or agreement to be performed or observed by it under this Ordinance;

(4) Such transferee entity possesses such licenses to operate the Combined Utilities as may be required if it is to operate the Combined Utilities; and

(5) The City receives an opinion of Bond Counsel, in form and substance satisfactory to the City, as conclusive evidence that any such sale, lease or conveyance, and any such assumption, is permitted by law and complies with the provisions of this **Section 804**.

Section 805. Insurance. The City will carry and maintain insurance with respect to the Combined Utilities and its operations against such casualties, contingencies and risks (including but not limited to property and casualty, fire and extended coverage insurance upon all of the properties forming a part of the Combined Utilities insofar as the same are of an insurable nature, public liability, business interruption or use and occupancy insurance, worker's compensation and employee dishonesty insurance), such insurance to be of the character and coverage and in such amounts as would normally be carried by other enterprises engaged in similar activities of comparable size and similarly situated. In the event of loss or damage, the City, with reasonable dispatch, will use the proceeds of such insurance in reconstructing and replacing the property damaged or destroyed, or in paying the claims on account of which such proceeds were received, or if such reconstruction or replacement is unnecessary or impracticable, then the City will pay and deposit the proceeds of such insurance into the Revenue Fund. The City will annually review the insurance it maintains with respect to the Combined Utilities to determine that it is customary and adequate to protect its property and operations. The City may elect to be self-insured for all or any part of the foregoing requirements if (a) the City annually obtains a written evaluation with respect to such self-insurance program from an Insurance Consultant, (b) the evaluation is to the effect that the self-insurance program is actuarially sound, (c) unless the evaluation states that such reserves are not necessary, the City deposits and maintains adequate reserves for the self-insurance program with a corporate trustee, who may be the Paying Agent, and (d) in the case of workers' compensation, adequate reserves created by the City for such self-insurance program are deposited and maintained in such amount and manner as are acceptable to the State. The City shall pay any fees and expenses of such Insurance Consultant in connection therewith. The cost of all insurance obtained pursuant to the requirements of this **Section 805** shall be paid as an Expense out of the Revenues of the Combined Utilities.

Section 806. Books, Records and Accounts. The City will install and maintain proper books, records and accounts (entirely separate from all other records and accounts of the City) in which complete and correct entries will be made of all dealings and transactions of or in relation to the Combined Utilities. Such accounts shall show the amount of Revenues received from the Combined Utilities, the application of such Revenues, and all financial transactions in connection therewith. Such books shall be kept by the City according to standard accounting practices as applicable to the operation of facilities comparable to the Combined Utilities.

Section 807. Annual Budget. Prior to the commencement of each fiscal year, the City will cause to be prepared and filed with the City Clerk a budget setting forth the estimated receipts and expenditures of the Combined Utilities for the next succeeding fiscal year. Such annual budget shall be prepared in accordance with the requirements of the laws of the State and shall contain all information that is required by such laws.

Section 808. Annual Audit. Annually, promptly after the end of the fiscal year, the City will cause an audit to be made which includes the operating results of the Combined Utilities for the preceding fiscal year by a certified public accountant or firm of certified public accountants. Such annual audit may be integrated within the City's general audit.

Section 809. Right of Inspection. Any registered owner or owners of 10% of the principal amount of the NDEE Note then Outstanding shall have the right at all reasonable times to inspect the Combined Utilities and all records, accounts and data relating thereto, and shall be furnished all such information concerning the Combined Utilities and the operation thereof which NDEE or such registered owner or owners may reasonably request.

Section 810. Administrative Personnel. The City shall use its best efforts to employ at all times administrative personnel experienced and well qualified to operate the Combined Utilities. The City further agrees that such administrative personnel shall be employed in sufficient numbers to ensure that the Combined Utilities will be operated in a prudent and efficient manner, following procedures generally accepted within the utility industry in the United States of America.

Section 811. Performance of Duties and Covenants. The City will faithfully and punctually perform all duties, covenants and obligations with respect to the operation of the Combined Utilities now or hereafter imposed upon the City by the Constitution and laws of the State and by the provisions of this Ordinance.

Section 812. Tax Covenants. The Mayor and Council hereby expressly declare the intent and understanding that interest on the NDEQ Note shall not be excludable from gross income under the terms of Section 103 of the Internal Revenue Code of 1986, as amended, and the City as issuer shall not file any information report with respect to the issuance of the NDEQ Note pursuant to Section 149(e) of said Code.

Section 813. [RESERVED]

Section 814. Utility Coverage Provision. Each of the Gas System, Sewer System and Water System shall, individually and independent of the others, maintain Net Revenues Available for Debt Service not less than 125% of the Debt Service Requirements attributable to such system for each fiscal year. The provisions of this Section 814 are for the convenience of the City, are not for the benefit of any bondholder, and may be amended, modified, superseded, or removed at any time by action of the Mayor and City Council of the City.

ARTICLE IX

ADDITIONAL BONDS AND OBLIGATIONS

Section 901. Senior Lien Bonds. The City covenants and agrees that so long as any of the Bonds remain Outstanding, the City will not issue any additional bonds or incur or assume any other debt obligations appearing as liabilities on the balance sheet of the City for the payment of money determined in accordance with generally accepted accounting principles including capital leases as defined by generally accepted accounting principles, payable out of the net income and revenues of the Combined Utilities or any part thereof which are superior to the Bonds.

Section 902. Parity Lien Bonds. The City covenants and agrees that so long as any of the Bonds remain Outstanding, it will not issue any additional Parity Bonds payable out of the net income and revenues of the Combined Utilities or any part thereof which stand on a parity or equality with the Bonds and the Refunding Bonds (**"Parity Bonds"**) unless the following conditions are met:

(a) The City shall not be in default in the payment of principal of or interest on any Bonds or any Parity Bonds at the time outstanding or in making any payment at the time required to be made into the respective funds and accounts created by and referred to in this Ordinance or any Parity Ordinance (unless such additional revenue bonds or obligations are being issued to provide funds to cure such default); and

(b) Based upon the most recent audited financial statement of the City, the Net Revenues Available for Debt Service derived by the City from the operation of the Combined Utilities, for the fiscal year immediately preceding the issuance of additional bonds shall have been equal to at least 125% of the Average Annual Debt Service with respect to all Combined Utilities Revenue Bonds of the City, including the Combined Utilities Revenue Bonds proposed to be issued. In the event that the Mayor and Council determine it necessary and advisable for the City to issue Parity Bonds and the audit for the fiscal year next preceding the date of authorization of such Parity Bonds is not yet available, the City may issue such Parity Bonds if the audit for the fiscal year immediately preceding such next preceding fiscal year shows that the Net Revenues Available for Debt Service derived by the City from the operation of the Combined Utilities for such fiscal year shall have been equal to 125% of the Average Annual Debt Service with respect to all Combined Utilities Revenue Bonds of the City, including the Combined Utilities Revenue Bonds proposed to be issued if the City Treasurer certifies that the unaudited books and records of the Combined Utilities for the fiscal year next preceding the date of authorization of such Parity Bonds do not show any variance in operating results which would be sufficient to evidence a reduction in debt service coverage below 125% of the Average Annual Debt Service of all Combined Utilities Revenue Bonds of the City, including the Combined Utilities Revenue Bonds proposed to be issued.

In the event any change in the rates, rentals and charges for the use and service of the Combined Utilities or any part thereof has been made during the preceding fiscal year or during the interval between the end of such fiscal year and the issuance of such Parity Bonds, or in the event the City shall covenant in the ordinance or resolution authorizing the issuance of such Parity Bonds to impose, effective upon the issuance of such Parity Bonds, higher rates, rentals and charges for such use and service, compliance with the provisions of this **Section 902** may be evidenced by a certificate of a Consultant or Certified Public Accountant or firm of independent Certified Public Accountants to be filed with the City Clerk prior to the issuance of any such Parity Bonds. Such certificate shall state fully the facts upon which such certificate is based, and if it is a certificate of the Consultant shall have attached thereto the certified financial statement for the fiscal year next preceding the date of authorization of such Parity Bonds used by the Consultant in arriving at the conclusion stated in such certificate. The Consultant or independent Certified Public Accountant shall, in determining the Net Revenues Available for Debt Service for such fiscal year, adjust the collections to reflect the result as if such changed rates, rentals and charges, or such higher rates, rentals and charges had been in existence for such entire preceding fiscal year period, and the amount of such net collections and adjusted earnings as provided shall be conclusive evidence and the only evidence required to show compliance with the provisions and requirements of this **Section 902**. If the Council determines that the Net Revenues Available for Debt Service for the fiscal year next preceding the date of the authorization of such Parity Bonds, based upon a certified public accountant's report, comply without adjustment with the requirements of this **Section 902**, no certificate from a Consultant or firm of engineers or Certified Public Accountant or firm of independent Certified Public Accountants shall be required to evidence compliance with the provisions of this **Section 902**.

Additional revenue bonds of the City issued under the conditions set forth in this **Section 902** shall stand on a parity with the Bonds and shall enjoy complete equality or lien on and claim against the net revenues of the Combined Utilities with the Bonds, and the City may make equal provision for paying such bonds and the interest thereon out of the Revenue Fund and may likewise provide for the creation of reasonable debt service funds and debt service reserve funds for the payment of such additional bonds and the interest thereon out of money in the Revenue Fund.

Section 903. Junior Lien Bonds and Other Obligations. Nothing in this **Section 903** contained shall prohibit or restrict the right of the City to issue additional revenue bonds or other revenue obligations for any lawful purpose in connection with the operation of the facility and benefiting the Combined Utilities and to provide that the principal of and interest on such revenue bonds or obligations shall be payable out of the revenues of the Combined Utilities, provided at the time of the issuance of such additional revenue bonds or obligations the City is not in default in the performance of any covenant or agreement contained in this Ordinance (unless such additional revenue bonds or obligations are being issued to provide funds to cure such default), and provided further that such additional revenue bonds or obligations shall be junior and subordinate to the Bonds so that if at any time the City shall be in default in paying either interest on or principal of the Bonds, or if the City is in default in making any payments required to be made by it under the provisions of **Sections 602(a)**, **(b)** and **(c)** hereof, the City shall make no payments of either principal of or interest on such junior and subordinate revenue bonds or obligations until such default or defaults be cured. In the event of the issuance of any such junior and subordinate revenue bonds or obligations, the City, subject to the provisions of this Ordinance, may make provision for paying the principal of and interest on such revenue bonds or obligations out of money in the Revenue Fund.

Section 904. Refunding Bonds. The City shall have the right, without complying with the provisions of **Section 902** hereof, to refund any of the Bonds under the provisions of any law then available, and the refunding bonds so issued shall enjoy complete equality of pledge with any of the Bonds which are not refunded, if any, upon the revenues of the Combined Utilities; provided, however, that if only a portion of the Bonds are refunded and if such Bonds are refunded in such manner that the refunding bonds bear a higher average rate of interest or become due on a date earlier than that of the Bonds which are refunded, then such Bonds may be refunded without complying with the provisions of

Section 902 hereof only by and with the written consent of the registered owners of a majority in principal amount of the Bonds not refunded.

ARTICLE X

DEFAULT AND REMEDIES

Section 1001. Remedies Upon Default. The provisions of this Ordinance, including the covenants and agreements herein contained, shall constitute a contract between the City and the registered owners of the Bonds, and the registered owner or owners of not less than 10% in aggregate principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all registered owners of Bonds similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such registered owner or owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Ordinance or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the registered owners of the Bonds.

Section 1002. Limitation on Rights of Registered Owners. No one or more registered owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all registered owners of such Outstanding Bonds.

Section 1003. Remedies Cumulative. No remedy conferred herein upon the registered owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the registered owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies consequent thereon. No delay or omission of any registered owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the registered owners of the Bonds by this Ordinance may be enforced and exercised from time to time and as often as may be deemed expedient. If any suit, action or proceedings taken by any registered owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or has been determined adversely to such registered owner, then, and in every such case, the City and the registered owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the registered owners shall continue as if no such suit, action or other proceedings had been brought or taken.

Section 1004. No Obligation to Levy Taxes. Nothing contained in this Ordinance shall be construed as imposing on the City any duty or obligation to levy any taxes either to meet any obligation incurred herein or to pay the principal of or interest on the Bonds.

ARTICLE XI

DEFEASANCE

Section 1101. Defeasance. When any or all of the Bonds or the interest payments thereon have been paid and discharged, then the requirements contained in this Ordinance and the pledge of revenues made hereunder and all other rights granted hereby shall terminate with respect to the Bonds so paid and discharged. Bonds or the interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Ordinance if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of such Bonds, in trust for and irrevocably appropriated thereto, money and/or Defeasance Obligations which, together with the interest to be earned thereon, will be sufficient for the payment of the principal or Redemption Price of such Bonds, and/or interest to accrue on such Bonds to the Stated Maturity or Redemption Date, as the case may be, or if default in such payment shall have occurred on such date, then to the date of the tender of such payments; provided, however, that if any such Bonds shall be redeemed prior to the Stated Maturity thereof, (a) the City shall have elected to redeem such Bonds, and (b) either notice of such redemption shall have been given, or the City shall have given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Paying Agent to redeem such Bonds in compliance with **Section 302(a)** hereof. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the City, for the purpose of paying and discharging any of the Bonds or the interest payments thereon, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective registered owners of the Bonds, and such money shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or other bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance.

ARTICLE XII

MISCELLANEOUS PROVISIONS

Section 1201. Amendments. The rights and duties of the City and the registered owners, and the terms and provisions of the Bonds or of this Ordinance, may be amended or modified at any time in any respect by Ordinance of the City with the written consent of the registered owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such registered owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the City Clerk, but no such modification or alteration shall:

(a) extend the maturity of any payment of principal or interest due upon any Bond;

(b) effect a reduction in the amount which the City is required to pay by way of principal of or interest on any Bond;

(c) permit the creation of a lien on the revenues of the Combined Utilities prior or equal to the lien of the Bonds or Parity Bonds;

(d) permit preference or priority of any Bonds over any other Bonds; or

(e) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Ordinance.

Any provision of the Bonds or of this Ordinance may, however, be amended or modified by Ordinance duly adopted by the governing body of the City at any time in any respect with the written consent of the registered owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any registered owners, the City may amend or supplement this Ordinance for the purpose of (a) curing any formal defect, omission, inconsistency or ambiguity therein or in connection with any other change therein which is not materially adverse to the interests of the registered owners, or (b) amending or eliminating the provisions of **Section 814** herein.

Every amendment or modification of the provisions of the Bonds or of this Ordinance shall be expressed in an ordinance adopted by the governing body of the City amending or supplementing the provisions of this Ordinance and shall be deemed to be a part of this Ordinance. A certified copy of every such amendatory or supplemental Ordinance, if any, and a certified copy of this Ordinance shall always be kept on file in the office of the City Clerk, shall be made available for inspection by the registered owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Ordinance, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental Ordinance or of this Ordinance will be sent by the City Clerk to any such registered owner or prospective registered owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the City Clerk a copy of the Ordinance of the City hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the registered owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The City shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Ordinance made hereunder which affects the duties or obligations of the Paying Agent under this Ordinance.

Section 1202. Notices, Consents and Other Instruments by Registered Owners. Any notice, consent, request, direction, approval, objection or other instrument required by this Ordinance to be signed and executed by the registered owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such registered owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Ordinance, and shall be conclusive in favor of the City and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution; and

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the registered owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Ordinance, Bonds owned by the City shall be disregarded and deemed not to be Outstanding under this Ordinance, except that, in determining whether the registered owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the registered owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as provided if the pledgee establishes to the satisfaction of the registered owners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the City.

Section 1203. Electronic Transactions. The transactions described herein may be conducted and this Ordinance and related documents may be sent, received and stored by electronic means. All closing documents, certificates, and related instruments may be executed by electronic transmission. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents (or documents executed by electronic transmission) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1204. Further Authority. The officers of the City, including the Mayor and City Clerk, shall be, and they hereby are, authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 1205. Severability. If any section or other part of this Ordinance, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Ordinance.

Section 1206. Governing Law. This Ordinance shall be governed by and constructed in accordance with the applicable laws of the State.

Section 1207. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the Mayor and Council and approval by the Mayor and publication in pamphlet or electronic form as provided by law.

PASSED AND ADOPTED this ___ day of January, 2023**.**

CITY OF HASTINGS, NEBRASKA

(SEAL) By: ____
Mayor

ATTEST:

By: ____
City Clerk

Brandan Lubken, Director of Underground Operations
D: 402.462.3555 • C: 402.984.8277
E: blubken@cityofhastings.org

Memo

To: Utility Advisory Board & City Council

Cc: Kevin Johnson

Date: 1-27-2023

Re: SRF Loan and Ordinance

Board and Council,

The Federal Infrastructure Law Includes monies to be used exclusively for the purpose of removal of Lead Water Services Nationwide. Federal funds have been distributed to the States and in Nebraska, these funds have been transferred to the State Revolving Fund (SRF). It is the intention of the Underground Utilities Department to participate in this program via low interest loan with the potential of forgiveness for costs incurred during the investigation and removal of Lead Water Services in the City of Hastings.

The major components of the SRF Loan Agreement and Bond Ordinance with the Nebraska Department of Environment & Energy Include:

- SRF Loan is for $2,000,000 and is set to begin March 1, 2023.
- SRF Loan includes a grant to forgive $1,100,000 of the loan.
- Also provided is a grant of $200,000 for Lead Service Inventory activities.
- Remaining Loan of $700,000 to be paid with interest over 30 years.
- Interest is 0.5% for administrative fees and 0.5% on the loan for a total of 1.0%
- Loan can be paid down after 10 years.

It is Hastings Utilities' recommendation to proceed with this opportunity.

LOAN AGREEMENT
(Governmental Borrower)

Between the

NEBRASKA DEPARTMENT OF ENVIRONMENT AND ENERGY

And

CITY OF HASTINGS, NEBRASKA

NDEE PROJECT NO. D311691

DATED AS OF ______________________

LOAN AGREEMENT
BETWEEN THE
NEBRASKA DEPARTMENT OF ENVIRONMENT AND ENERGY
AND
THE CITY OF HASTINGS, NEBRASKA
PROJECT NO. D311691

This LOAN AGREEMENT with SRF Number D311691 (hereinafter “Loan Agreement”) is entered into by and between the State of Nebraska, acting by and through the Nebraska Department of Environment and Energy (hereinafter “NDEE”) and the City of Hastings, Nebraska (hereinafter “Borrower”).

WITNESSETH THAT

WHEREAS, the federal Safe Drinking Water Act, including the Safe Drinking Water Amendments Act of 1996, and all amendment thereto (hereinafter “Federal Act”) established a state revolving fund program; and

WHEREAS, to fund the state revolving fund program, the United States (US) Environmental Protection Agency (hereinafter “EPA”) will make annual capitalization grants to the states under Catalog of Federal Domestic Assistance (CFDA) #66.468 for Safe Drinking Water State Revolving Funds, on the condition that each state provide an appropriate match for such state’s revolving fund; and

WHEREAS, Nebraska Revised State Statute (Neb. Rev. Stat.) §71 5318 empowers the Director of the NDEE to loan available funds in the Drinking Water Facilities Loan Fund (hereinafter “Fund”) to borrowers pursuant to the Drinking Water State Revolving Fund Act (hereinafter “Act”) and rules and regulations adopted under such Act; and

WHEREAS, under the Act, the Director of the NDEE is given the responsibility for administration and management of the Loan Fund; and

WHEREAS, the Nebraska Investment Finance Authority (hereinafter “NIFA”) is authorized under the Act and Neb. Rev. Stat. §58 201 et seq. to issue revenue bonds for the purpose of financing projects as defined under the Act, including to provide funds for the NDEE to borrowers and satisfy the state match requirements of the Federal Act; and

WHEREAS, pursuant to such authorization, NIFA proposes to issue from time to time its Drinking Water State Revolving Loan Fund Revenue Bonds for the purpose of providing funds to the NDEE to loan to persons owning or operating Public Water Systems in Nebraska to pay those eligible portions of the costs of acquiring, constructing, improving, repairing, rehabilitating or extending safe drinking water projects (as defined in the Act), in order to provide the state match requirements of the Federal Act; and

WHEREAS, the NDEE may from time to time enter into a pledge agreement with NIFA (hereinafter “Pledge Agreement”), pursuant to which the NDEE will pledge the interest portion of Loan Repayments (as defined herein) and certain other revenues to NIFA for the payment of the principal of, redemption premium, if any, and interest on Drinking Water State Revolving Fund Revenue Bonds which may be issued by NIFA from time to time; and

WHEREAS, the Borrower is an “Owner” as defined in Neb. Rev. Stat. §71 5316(7); and

WHEREAS, the project to be financed under this Loan Agreement and described in Exhibit 1 (hereinafter “Project”) is an eligible project under the Act; and

WHEREAS, the project costs (as defined herein) are based upon estimates of the Borrower and at times during or at completion of construction the loan amount may be adjusted by the NDEE pursuant to Section 2.01 of this Loan Agreement; and

WHEREAS, the Borrower is listed in the NDEE Intended Use Plan; and

WHEREAS, the NDEE has approved the Borrower's application for a loan from federal funds and the state match requirement if and when received by and made available to the NDEE pursuant to the Federal Act and the Act to finance Project Costs; and

NOW, THEREFORE, for and in consideration of the award of this Loan Agreement by the NDEE, the Borrower agrees to complete the Project and to perform under this Loan Agreement in accordance with the conditions, covenants, and procedures set forth below:

Article I

DEFINITIONS

Section 1.01. Definitions. The following terms as used in this Loan Agreement will, unless the context clearly requires otherwise, have the following meanings:

(a) "Act" means the Drinking Water State Revolving Fund Act, Neb. Rev. Stat. §§71-5314 to 71-5327, as amended.

(b) "Additional Revenue Obligation" means any obligation for the payment of money undertaken by the Borrower which is payable from or secured by a pledge of, or lien upon, the System Revenues incurred after the date of execution and delivery of this Loan Agreement, including any capital lease entered into by the Borrower the rentals of which are payable from, or secured by a pledge of or lien upon, System Revenues.

(c) "Authorized Representative" means the person or persons authorized pursuant to a resolution or ordinance of the governing body of the Borrower to perform any act or execute any document relating to this Loan Agreement.

(d) "Bond Ordinance" means Ordinance No. ____ of the Borrower authorizing the Loan.

(e) "Borrower" means the City of Hastings, Nebraska that is a party to and is described in the first paragraph of this Loan Agreement, and its successors and assignees.

(f) "Combined Utilities Systems" means the Gas System, the Water System and the Sewer System of the City.

(g) "Cut-off Date" means the date established by the NDEE, prior to which, the Borrower will make the final disbursement request for eligible Project Costs.

(h) "Disadvantaged business enterprise" or "DBE" means an entity owned or controlled by a socially and economically disadvantaged individual as described by Public Law 102-389 (42 U.S.C. 4370d) or an entity owned and controlled by a socially and economically disadvantaged individual as described by Title X of the Clean Air Act Amendments of 1990 (42 U.S.C. 7601 note); a Small Business Enterprise (SBE); a Small Business in a Rural Area (SBRA); or a Labor Surplus Area Firm (LSAF), a Historically Underutilized Business (HUB) Zone Small Business Concern, or a concern under a successor program.

(i) "Drinking Water State Revolving Fund" or "DWSRF" means the Nebraska Drinking Water State Revolving Fund Act established pursuant to the Act and Regulations.

(j) "Due Date" means the dates specified for payment of principal and interest on the Loan as specified in Section 2.06.

(k) “Event of Default” means any occurrence or event specified in Article V of this Loan Agreement.

(l) “Existing Revenue Obligation” means any obligation for a payment of money undertaken by the Borrower which is payable from or secured by a pledge of, or lien upon, the System Revenues existing or outstanding at the time of execution and delivery of this Loan Agreement by the Borrower, including any capital lease entered into by the Borrower the rentals of which are payable from, or secured by a pledge of or lien upon, System Revenues.

(m) “Federal Act” means the Safe Drinking Water Act, et seq. as amended.

(n) “Fund” means the Drinking Water Facilities Loan Fund established pursuant to the Act.

(o) “GAAP” means generally accepted accounting principles as applicable to the Public Water System.

(p) “Gas System” means the entire gas plant and distribution system owned and operated by the Borrower for the collection, storage and distribution of natural gas to serve the needs of the Borrower and its inhabitants and others, including all appurtenances and facilities connected therewith or relating thereto, together with all extensions, improvements, additions and enlargements thereto hereafter made or acquired by the Borrower.

(q) “Indebtedness” means any financial obligation of the Borrower for the repayment of borrowed moneys or credit extended, including, without duplication, this Loan, Revenue Obligations, general obligation bonds or notes, leases or lease-purchase agreements, or similar financial transactions.

(r) “Initiation of Operation” means the date on which the Borrower places the Project in operation or the Project is capable of being placed in operation for the purposes for which it was planned, designed, and built.

(s) “Intended Use Plan” means a document prepared annually by the NDEE which identifies the intended use of all State Revolving Fund program funds.

(t) “Late Payment” means any payment that is not received within fifteen days of the due date as established by this Loan Agreement.

(u) “Lead Service Line” means a service line made of lead, which connects the water main to the building inlet. A lead service line may be owned by the water system, owned by the property owner, or both. A galvanized service line is considered a lead service line if it ever was or is currently downstream of any lead service line or service line of unknown material. Goosenecks, pigtails, and connectors, whether standalone or connected to a lead service line, may also be included as a part of lead line service for replacement projects.

(v) “Loan” means the loan made by the NDEE to the Borrower to finance or refinance all or a portion of the Project Costs pursuant to this Loan Agreement.

(w) “Loan Agreement” means this Loan Agreement, including the Attachments hereto, as it may be properly supplemented, modified or amended.

(x) “Loan Amount” means the principal amount specified in Section 2.01 of this Loan Agreement and as amended which the NDEE has agreed to disburse to the Borrower subject to the terms, provisions, and conditions of this Loan Agreement and the availability of State and Federal Funds.

(y) “Loan Finalization Date” means the date established by this Loan Agreement in which the Loan Amount is considered finalized and no further disbursement can be made outside of the Loan Agreement being amended.

(z) “Loan Repayments” means the payments of the Loan required to be made by the Borrower pursuant to Section 2.06 of this Loan Agreement.

(aa) “Loan Terms” means the terms as established by this Loan Agreement.

(bb) “NDEE” means the Nebraska Department of Environment and Energy established pursuant to Neb. Rev. Stat. §81 1501 et seq., as amended.

(cc) “NIFA” means the Nebraska Investment Finance Authority, a public body politic and corporate and an instrumentality of the State, and its successors and assigns established pursuant to Neb. Rev. Stat. §58 201 et seq., as amended.

(dd) “Note” means a promissory note of the Borrower with respect to the Loan in the form of Attachment F to this Loan Agreement.

(ee) “Project” means an eligible item for funding under the Act and is as described in Exhibit 1 of this Loan Agreement.

(ff) “Project Costs” means eligible costs or expenses necessary or incidental to the Project, which are directly attributable thereto and which in the determination of the NDEE are eligible under the Federal Act, and the Act, and Regulations. Estimated Project Costs are described in Attachment B.

(gg) “Public Water System” means a Public Water System, as defined in Neb. Rev. Stat. §71 5301(10a).

(hh) “Regulations” means the Nebraska Administrative Code, Title 131, Rules and Regulations for the Wastewater Treatment Facilities and Drinking Water Construction Assistance Programs, and any amendments thereto promulgated by the NDEE pursuant to the Act.

(ii) “Retainage” means construction costs held back by the Borrower from the payments due to the contractor to assure satisfactory completion of the construction agreement.

(jj) “Revenue Obligation(s)” means, without duplication, (i) the Loan; (ii) any Existing Revenue Obligation; and (iii) any Additional Revenue Obligation.

(kk) “Sanitary Sewer Collection System” means the structures, equipment, and processes required to collect and transport sanitary sewer wastewater to the wastewater treatment facility.

(ll) “SEC Rule” means Rule 15c2 12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as such rule may be amended from time to time or such other similar rule regarding disclosure of information in securities transactions.

(mm) “Sewer System” means the entire wastewater treatment plant and facilities and sanitary sewer system owned and operated by the Borrower for the collection, treatment and disposal of sewage, to serve the needs of the Borrower and its inhabitants and others, including all appurtenances and facilities connected therewith or relating thereto, together with all extensions, improvements, additions and enlargements thereto hereafter made or acquired by the Borrower.

(nn) “State” means the State of Nebraska acting, unless otherwise specifically indicated, by and through the NDEE and its successors and assignees.

(oo) “System Revenues” means all rates, rentals, fees and charges, earnings, income, revenues, and other monies, from any source derived by the Borrower through its ownership and the operation of the Combined Utilities Systems, including, without limiting the generality of the foregoing, (i) all income, fees, charges, receipts, profits and other moneys derived from the sale, furnishing or supplying of the services, facilities, commodities of the Combined Utilities Systems; (ii) the earnings on and the income from the investment of any moneys held in funds under the Bond Ordinance; (iii) the earnings on and the income from the investment of other moneys derived from the ownership or operation of the Combined Utilities Systems to the extent that such earnings and income are allocated by or pursuant to law to the Combined Utilities Systems; (iv) special assessment payments and payments in aid of construction; (v) the proceeds derived by the Borrower directly or indirectly from the sale, lease or other disposition of all or an part of the Combined Utilities Systems, and the proceeds of insurance and condemnation awards received with respect to the Combined Utilities Systems; (vi) any amounts deposited in escrow in connection with the acquisition, construction, remodeling, renovation and equipping of facilities to be applied during the period of determination to pay interest on Revenue Obligations; and (vii) any other moneys of the Borrower which are required by the provisions hereof to be applied to the payment of Revenue Obligations; provided, however, that Revenues shall not include (A) customers', deposits or any other deposits subject to refund, until such deposits have become the property of the Borrower, (B) earnings on and income derived from the investment of moneys or Defeasance Obligations (as defined in the Bond Ordinance) being held irrevocably for the retirement of indebtedness of the Combined Utilities Systems, or (C) moneys deposited with the Borrower by employees of the Borrower for employee benefit purposes.

(pp) "Trustee" means the trustee under any trust indenture with respect to revenue bonds the proceeds of which are deposited in the Fund.

(qq) "User Charge System" means the methodology used to assess user charge fee(s) for the users of the Combined Utilities Systems, which produces the System Revenues.

(rr) "**Water System"** means the entire waterworks plant and system owned and operated by the Borrower for the production, storage, treatment and distribution of water, to serve the needs of the Borrower and its inhabitants and others, including all appurtenances and facilities connected therewith or relating thereto, together with all extensions, improvements, additions and enlargements thereto hereafter made or acquired by the Borrower.

Article II

LOAN CONDITIONS AND TERMS

Section 2.01. Amount of the Loan. Subject to all of the terms, provisions, and conditions of this Loan Agreement, and subject to the availability of state and federal funds, the NDEE will loan an amount not to exceed two million dollars ($2,000,000) to the Borrower to pay a portion of the Project Costs described in Attachment B hereto.

(a) Loan Forgiveness.

(1) The total award of all Loan Forgiveness cannot exceed seventy-five percent of the total amount of eligible Project Costs.

(2) Loan Forgiveness. This Loan Agreement includes DWSRF Loan Forgiveness of up to 55% of the eligible project costs, up to a ceiling of one million, one hundred thousand dollars ($1,100,000).

(3) Lead Service Line Inventory Grant. This Loan Agreement includes DWSRF Lead Service Line Inventory Grant of up to 10% of the eligible Project Costs, up to a ceiling of two hundred thousand dollars ($200,000).

(4) All Loan Forgiveness shall be effective only upon the completion of the Project in accordance with this Loan Agreement, including compliance with the requirements of the DWSRF, as determined by the NDEE and Initiation of Operation. The amount of such Loan Forgiveness shall be stated

on the final Attachment A repayment schedule prepared by the NDEE following disbursement of the full Loan Amount and Initiation of Operation.

The final actual amount of the Loan and any Loan Forgiveness may be reduced without revision of any other terms, provisions, or conditions of this Loan Agreement, other than adjustment by the NDEE to the final repayment schedule in Attachment A hereto, to reflect reductions in the estimated or actual total Project Costs as impacted by opening of bids for construction, change orders, final actual costs, and prepayments.

The Borrower must make provisions for the payment of all costs of the Project exceeding the Loan Amount. The NDEE may provide supplemental loan funds through a separate Loan Agreement. Receipt of any supplemental loan funds is dependent on availability of unobligated funds in the Fund and any obligation of additional funds to this Project is at the sole discretion of the NDEE with such revised or additional terms, conditions, and covenants as the NDEE may require.

Section 2.02. Term of the Loan. The Borrower agrees to fully repay the Loan with interest on the date of Initiation of Operation or to begin repayment of principal and interest on the Loan within one (1) year from the date of Initiation of Operation, but no later than three (3) years from the date of the Loan, whichever occurs first, and to repay such Loan in full no later than thirty years (30) years from Initiation of Operation and to pay all principal, interest, administrative fees, and penalty fees when due. The Borrower shall provide the NDEE no less than 60 days written notice of its intent to repay the Loan all or in part on the date of the Initiation of Operation.

Section 2.03. Interest Rate. The interest rate on this Loan is determined by the NDEE pursuant to Regulations and the Intended Use Plan and is applied to outstanding principal. The interest rate on this Loan is 0.50% per annum (calculated on the basis of a year equaling 360 days made up of 12 months of 30 days each) to be paid pursuant to Section 2.06 of this Loan Agreement.

Section 2.04. Administrative Fee. The administrative rate on this Loan is determined by the NDEE pursuant to Regulations and the Intended Use Plan and is applied to outstanding principal. The Borrower shall pay to the NDEE, or at the direction of the NDEE, to the NIFA or the Trustee, an annual administrative fee of 0.50% per annum (calculated on the basis of a year equaling 360 days made up of 12 months of 30 days each) to be paid pursuant to Section 2.06 of this Loan Agreement.

Section 2.05. Disbursement of Loan. Until the date of Loan Finalization, the Borrower may request disbursement of the loan pursuant to the following conditions:

(a) Upon receipt of a disbursement request for work completed accompanied by any certification from the Borrower required by the NDEE, the NDEE shall make progress disbursements as established by Section 2.01 of this Loan Agreement that correspond to such request of the Loan Amount to be used by the Borrower for Project Costs. The Borrower may obtain a copy of the disbursement record upon request to the NDEE. Each disbursement shall be Automated Clearing House (ACH) by the State of Nebraska and shall be equal to that portion of the unobligated principal amount incurred to the date of the request for disbursement from the Borrower.

(b) Minimum Disbursement Percentage. The minimum amount of a disbursement request that is not a final request must be at least 5% of the total loan amount of this Loan Agreement, or the NDEE may choose not to process the request.

(c) Submitted requests for disbursement must be supported by the following: (i) proper invoices for Project Costs; (ii) a certificate of the Authorized Representative to the effect that all representations made in this Loan Agreement remain true as of the date of the request and that no adverse developments affecting the financial condition of the Borrower or its ability to complete the Project or to repay the Loan have occurred since the date of this Loan Agreement; and (iii) other documentation acceptable to and approved by the NDEE.

(d) The Borrower may request disbursement of the Loan Amount for eligible Project Costs, when such Project Costs have been incurred and are due and payable to project contractors. However, actual payment of such Project Costs by the Borrower is not required as a condition of a disbursement request. Any Retainage withheld by the Borrower corresponding to the progress payment made to any contractor will be withheld by the NDEE until such Retainage is either reduced or released to the contractor by the Borrower.

(e) The Borrower shall submit a draft of the operation and maintenance manual for the Project to the designated Engineering Section at NDEE before disbursements exceed 75% of the Project Costs. The Borrower shall submit a final operation and maintenance manual to the designated Engineering Section at NDEE and receive approval before disbursements exceed 95% of the Project Costs or final disbursement, whichever comes first.

(f) If a request for disbursement is not received by the NDEE within eighteen (18) months from either the effective date of this Loan Agreement or the last disbursement request, the NDEE may finalize, close, or terminate this agreement pursuant to Section 6.12 of this Loan Agreement.

Section 2.06. Loan Payments.

(a) Principal and Interest Payments. The Borrower shall pay to the NDEE, or at the direction of the NDEE, to the NIFA or the Trustee, on or before the due dates specified below, but only from the sources specified in Section 3.02 hereof, appropriate installments of principal and interest until all principal and interest due on the Loan to the NDEE has been paid in full. Installments of principal, interest, and administrative fees shall be paid semiannually on December 15 and June 15 of each year in accordance with the Loan Repayment Schedule in Attachment A; provided that, following the receipt of the Initiation of Operation date and the final disbursement of Loan proceeds to the Borrower, a revised Attachment A shall be prepared by the NDEE to establish the final debt service schedule based upon the parameters described in the projected Attachment A. Such revised final Attachment A thereafter shall be deemed to be incorporated herein by reference and made a part hereof and shall supersede and replace the projected Attachment A.

The NDEE will send the Borrower an invoice 30 days prior to the due date of each payment. When a Loan disbursement occurs after invoices are mailed, the NDEE will include adjustments for interest and fee charges on the next semiannual invoice.

(b) Optional Prepayment of the Loan.

(1) If the Borrower is receiving Loan Forgiveness, the Borrower may not prepay the Loan in whole or in part within ten (10) years of the date of this Loan Agreement. After the ten years, the Borrower may prepay the Loan together with any accrued interest in whole or in part without penalty upon giving no less than 60 days written notice to the NDEE of its intent to prepay.

(2) If the Borrower is not receiving Loan Forgiveness, the Borrower may prepay the Loan together with any accrued interest in whole or in part at any time without penalty upon giving no less than 60 days written notice to the NDEE of its intent to prepay.

(3) Once the Borrower is able to prepay the loan, the Borrower may make a partial prepayment of the Loan Amount only if the prepayment amount is greater than the lesser of 10% of the outstanding amount of the Loan, or fifty thousand dollars ($50,000). The NDEE shall prepare a new Loan Repayment Schedule to revise Attachment A following receipt of any partial prepayment of the Loan and such revised Attachment A thereafter shall be deemed to be incorporated herein by reference and made a part hereof and shall supersede and replace Attachment A.

(c) Mandatory Prepayment of Loan. If the Borrower receives a grant from any source for any portion of the Project Costs for which a portion of the Loan Amount has been disbursed and is outstanding under this

Loan Agreement, the Borrower must notify the NDEE immediately and such portion of the Loan Amount shall become immediately due and payable.

(d) Delinquent Payment Penalty and Penalty Interest. Payments may be considered delinquent by the NDEE if not received within 15 days of the due date and for any such delinquent payment, the Borrower agrees to pay a 5% administrative penalty of said delinquent payment. In addition, the Borrower agrees to pay penalty interest on any such delinquent payment at the rate of 1% per month of the amount of such delinquent payment from and after the due date until it is paid. Failure to pay any payment or other charges due within sixty days of the date due will result in the Borrower's account to be considered a delinquent account, subject to State of Nebraska action pursuant to the provisions of Article V of this Agreement.

Section 2.07. Project Schedule. The Borrower agrees to perform steps of the Project in accordance with the following projected schedule of milestone dates:

(a) Construction Start – January 2023

(b) Substantial completion of construction – December 2025

(c) Initiation of Operation – December 2025

Section 2.08. Disadvantaged Business Enterprises. The Borrower hereby agrees to the following:

(a) To comply with the requirements of the EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33, and, to the fullest reasonable extent possible, ensure that at least ten percent will be made available to Disadvantage Business Enterprises for the Project;

(b) To make the following good faith efforts whenever procuring construction, equipment, services, and supplies:

(1) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. This includes placing DBEs on a solicitation list and soliciting them whenever they are potential sources;

(2) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid proposal closing date;

(3) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. This includes dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process;

(4) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually;

(5) Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department Commerce; and

(6) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (1) through (5) of this section.

Section 2.09. Borrower's Drinking Water Use Ordinances and User Charge Systems.

(a) The Borrower agrees to obtain approval from the NDEE of its User Charge System, and to adopt and implement any necessary changes before the Project is placed in operation.

(b) The Borrower agrees that it shall not modify, amend, make additions to, or deletions from its Bond Ordinance or User Charge System without the consent of the NDEE during the term of the Loan Agreement; with the exceptions of the following changes:

(1) Any increase in rates and charges necessary or deemed necessary by the governing body of the Borrower in order to comply with the provisions of this Loan Agreement, the Bond Ordinance, or any ordinance and other agreement pursuant to which any Revenue Obligations have been issued, and for which the revenues of the Combined Utilities Systems have been pledged; or

(2) Any increase deemed necessary by the governing body of the Borrower in order to permit the issuance of or provide for the payment of Additional Revenue Obligations.

Section 2.10. Other Conditions and Terms.

(a) Engineering Services. The Borrower shall provide and maintain competent and adequate engineering supervision and resident inspection during construction.

(b) Construction Agreement Award. The Borrower shall obtain the NDEE concurrence and authorization of the construction agreement.

(c) Initiation of Operation. The Engineering Section at the NDEE shall provide written notification to the NDEE of the date of Initiation of Operation of the Project. On failure of the Engineering Section to set an acceptable Initiation of Operation date the NDEE will look at the construction record or placement into service date and set the Initiation of Operation date.

(d) Construction Completion. The Borrower shall provide written notification to the NDEE of the construction completion date of the Project.

(e) Capacity Development. The Borrower agrees to maintain a system of records for annual review and reporting of technical, managerial, and financial capacity of the Public Water System to demonstrate continued compliance with the requirements of the Nebraska Safe Drinking Water Act as provided under Nebraska Administrative Code, Title 179 – Public Water Systems, and the requirements of an operating permit, as issued by the NDEE. The Borrower agrees to make any necessary system changes to achieve an acceptable Public Water System Capacity Survey assessment; acceptable, as determined by the NDEE prior to final disbursement of loan proceeds, and to maintain that acceptable assessment level status during the period of repayment.

(f) Contractor's Security. The Borrower agrees to require any contractor of the Project to post separate performance and payment bonds or other security approved by the NDEE in the amount of the bid.

(g) Certified Operator. The Borrower agrees to provide a certified operator pursuant to Nebraska Administrative Code, Title 179 – Public Water Systems, Chapter 2, Regulations Governing Public Water Supply Systems.

(h) Site Title and Easements. The Borrower must certify that site title, including all easements and rights of way necessary to allow construction of the Project, has been obtained prior to award of the construction contract (i.e., all real property has been acquired, *bona fide* options have been taken or formal condemnation proceedings have been initiated for necessary real property).

(i) Contractor's Payments. The Borrower agrees to make prompt payment to its contractor(s) of sums due for construction and to retain only such amounts as may be justified by specific circumstances and provisions of the construction agreement.

(j) Bid Solicitation. The Borrower agrees to notify the NDEE of its intent to solicit bids for the project and to request the latest State Revolving Fund Federal Assurance Packet from the NDEE. The Borrower agrees to follow the directions in the packet and to include and insert all the required information, text, documents, and other items into the bid solicitation in accordance with the packet.

(k) Debarment or Suspension. The Borrower acknowledges that doing business with any party that has been declared ineligible to receive federal contracts may result in an event of default, disallowance of federal funds under this Loan Agreement, and may also result in suspension or debarment under 40 CFR Part 32. Instructions for finding the federal list of current companies declared ineligible can be found at the following website: https://www.dol.gov/agencies/ofccp/debarred-list.

(l) Other Federal Requirements. The Borrower agrees to comply with other applicable Federal Requirements in Attachment D hereto.

(m) Project Sign. If requested by the NDEE, the Borrower agrees to display a project sign created by the NDEE. The displaying of a project sign may include both physical displays and digital displays. This can include, but not be limited to, a physical board provided by the NDEE to be displayed at a designated site, digital graphic to be posted on a Borrower's website, or image and text to be posted in a newsletter, community notice, or newspaper. The NDEE will provide instructions for displaying the Project Sign.

(n) Employment under Public Contracts, LB 403. The Borrower agrees to comply with the provisions of Legislative Bill 403, approved by the Governor on April 8, 2009. The following language is required and will be included in all agreements made with contractors and is a pass-through requirement for his or her subcontractors.

"The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known 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 status of a newly hired employee. If the Contractor is an individual or sole proprietorship, the following applies: 1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us; 2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program; and, 3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108."

(o) Wage Rate Requirements. Davis-Bacon prevailing wage requirements will apply to the construction, alteration, and repair of a public building or public work, or building or work carried out in whole or in part with assistance made available by this Loan Agreement. For wages that require a Davis-Bacon prevailing wage, the Borrower certifies compliance with the following:

(1) Obtaining a Wage Determination.

(i) Wage Determinations for Soliciting. The Borrower is responsible for and shall obtain the wage determinations for the locality of the project prior to issuing requests for bids, proposals, quotes, or other methods for soliciting contracts for the project (hereinafter "soliciting"). These wage determinations will be incorporated into solicitations and any subsequent contracts. Prime contract must contain a provision requiring that subcontractors follow the wage determinations incorporated into the prime contract.

1. Monitoring for Current Wage Determinations During Solicitation Period. While the solicitation remains open, the Borrower shall monitor https://sam.gov/ weekly to ensure that the wage determinations contained in the solicitation remain current. The Borrower shall amend the solicitation if the Department of Labor issues a modification to the wage determinations more than ten (10) days prior to the closing date for the solicitation.

2. Monitoring for Current Wage Determinations After Closing Date. Unless extended in writing by the NDEE, if the Borrower does not award the contract within ninety (90) days of the closing date for the solicitation, the Borrower shall monitor https://sam.gov/ on a weekly basis for any modifications or supersedes the Department of Labor makes on the wage determinations contained in the solicitation and shall amend the solicitation.

(ii) Wage Determinations for Non-Published Solicitations. If the Borrower issues a task order, work assignment, or similar instrument to an existing contractor, or ordering instrument, rather than by publishing a solicitation, the Borrower shall insert the appropriate wage determinations from https://sam.gov/ into the ordering instrument.

(iii) Verification of Wage Determinations Inclusion. The Borrower shall review all contracts and subcontractors and verify that all contracts include the applicable wage determinations.

(iv) Issuance of Revised Wage Determinations. The Department of Labor may issue a revised wage determination applicable to a Borrower's contract after the award of a contract or the issuance of an ordering instrument if the Department of Labor determines that the Borrower has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the Borrower shall either: i) terminate the contract or ordering instrument and issue a revised solicitation, or ii) incorporate the Department of Labor's wage determination retroactive to the beginning of the contract or ordering instrument by change order. All contractors must be compensated for any increases in wages resulting from the use of the Department of Labor's revised wage determination.

(2) NDEE Federal Assurance Package. Before soliciting, The Borrower agrees to contact the NDEE for the most recent applicable NDEE Federal Assurance Package and to incorporate the package into the solicitation documents. If the Borrower has failed to incorporate the most recent applicable NDEE Federal Assurance Package, the Borrower shall either: i) terminate the contract or ordering instrument and issue a revised solicitation, or ii) incorporate the NDEE Federal Assurance Package by change order.

(3) Contract and Subcontract Provisions. The Borrower shall insert in full for any contract entered into for the actual construction, alteration, and/or repair, including painting and decorating, of a public building or public work, or building, or work as defined by the NDEE, the required clauses as listed in most recent applicable NDEE Federal Assurance Package.

(i) Unlisted Classifications. The Borrower shall require that any class of laborers or mechanics, including helpers, which is not listed in the applicable wage determination and which is to be employed under the contract shall be classified in conformance with the wage determinations in accordance with procedures established within the NDEE Federal Assurance Package.

(ii) Weekly Payroll Review and Certifications. The Borrower shall monitor, collect, and review weekly payrolls for each week in which any contract work is performed and provide written confirmation in a form satisfactory to the NDEE indicating whether or not the project is in compliance with the Davis-Bacon prevailing wage requirements.

(iii) Withholding Payments. The Borrower shall, upon written request by authorized representatives of the NDEE, the EPA, or of the Department of Labor, withhold or cause to be withheld from a contractor under this Loan Agreement or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the EPA may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(4) Contract Provisions for Contracts in Excess of $100,000. All contracts in an amount in excess of $100,000 must comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701 et seq., as amended. The Borrower shall insert in full for any contract in excess of $100,000 the required clauses as listed in the most recent applicable NDEE Federal Assurance Package. In addition:

(i) Withholding Payments. The Borrower, upon written request by authorized representatives of the NDEE, the EPA, or of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as determined by the NDEE.

(ii) Maintaining of Payroll and Records. The Borrower shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Borrower shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the NDEE, EPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(5) Compliance Verification.

(i) Interview Requirement. The Borrower shall periodically interview a sufficient number of employees entitled to Davis-Bacon prevailing wages to verify that contractors and/or subcontractors are paying the appropriate wages. All interviews must be conducted in confidence. The Borrower must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of Standard Form 1445 are available from the EPA upon request.

(ii) Interview Frequency. The Borrower shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with the Davis-Bacon prevailing wage requirements posed by contractors or subcontractors and the duration of the contract or subcontract. The Borrower must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon prevailing wages. The Borrower shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(iii) Interview Spot Checks. The Borrower shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Borrower shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis-Bacon prevailing wages posed by contractors or subcontractors and the duration of the contract or subcontract. The Borrower must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon prevailing wage. In addition, during the examinations the Borrower shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(iv) Review of Apprentices and Trainees. The Borrower shall periodically review contractor's and subcontractor's use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the Department of Labor, or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Section 2.10(o)(5)(ii through iii) of this Loan Agreement.

(6) Potential Violations. The Borrower must immediately report potential violations of the Davis-Bacon prevailing wage requirements to the NDEE, EPA, and to the appropriate Department of Labor Wage and Hour District Office listed at https://www.dol.gov/agencies/whd/contact/local-offices.

(p) Human Trafficking. Under the requirements of Section 106 of the Trafficking Victims Protection Act of 2000, as amended, the following provisions apply to this award:

"The Municipality, its employees, sub-recipients under this award, and sub-recipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under the award."

(q) American Iron and Steel (AIS) Products. Use of Loan funds for partial or full payment of the construction, alteration, maintenance, and repair of "Public Water Systems", as defined by the Federal Act, must be constructed pursuant to Public Law 113-76, et seq., as amended, which includes American Iron and Steel Act (AIS) requirements. The Borrower agrees to be responsible for and to comply with all American Iron and Steel conditions and requirements pursuant to the American Iron and Steel Act and agrees to provide written certification of such compliance to the NDEE after construction completion.

(r) State Cybersecurity. If the Borrower's network or information system is connected to EPA networks for the purpose of transferring data using systems other than the Environmental Information Exchange Network, or EPA's Central Data Exchange, the Borrower agrees that when collecting and managing environmental data for this Project, the Borrower will protect the data by following all applicable state law cybersecurity requirements. Prior to collecting, managing, or transferring any environmental data, the Borrower agrees to contact the EPA and the assigned EPA Project Officer, notifying the NDEE when they have done so, and work with the EPA to ensure that any connections between the Borrower's network or information system and EPA networks used by the Borrower to transfer data under this Loan Agreement are secure.

(s) Loan Finalization Date. This Loan Agreement will be considered finalized either upon the date the NDEE processes the final disbursement request by the Borrower or twelve (12) months following receipt of the written notification of the construction completion pursuant to Section 2.10(d) of this Loan Agreement, whichever occurs first.

(t) Build America Buy America. Use of Loan funds for partial or full payment of the construction, alteration, maintenance, and repair of Public Water Systems, as defined by the Federal Act, must be constructed pursuant to Public Law 117-58, et seq., as amended, which includes Build America Buy America Act (hereinafter BABA) requirements. The Borrower agrees to be responsible for and to comply with all BABA conditions and requirements pursuant to the BABA Act and agrees to provide written certification of such compliance to the NDEE, or any party designated by the NDEE, after construction completion unless i) the Borrower has requested and obtained a waiver from the NDEE, or any party designated by the NDEE, pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or ii) all contributing Agencies to the Project that require BABA compliance have advised the Borrower in writing that BABA requirements are not applicable to the Project.

When applicable (e.g., unless eligible for a waiver, etc.), all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States per the following:

(1) All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

(3) All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

The Borrower agrees to comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the NDEE, the EPA, or any party designated by the NDEE or EPA, such as performance indicators of program deliverables, information on costs and project progress. The Borrower understands that: i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities; and ii) failure to comply with the applicable legal requirements and this Loan Agreement may result in a default hereunder subject to the conditions pursuant to Article V of this Loan Agreement and other remedial actions.

The BABA requirements do not supersede the American Iron and Steel requirement and both provisions still apply and work in conjunction.

(u) Federal Flood Risk Management Standard (FFRMS). For the project noted in Exhibit 1, it must be at or above (i) the elevation and flood hazard area that result from using a climate-informed science approach that uses the best-available, actionable hydrologic and hydraulic data and methods that integrate current and future changes in flooding based on climate science. This approach will also include an emphasis on whether the action is a critical action as one of the factors to be considered when conducting the analysis; (ii) the elevation and flood hazard area that result from using the freeboard value, reached by adding an additional 2 feet to the base flood elevation for non-critical actions and by adding an additional three (3) feet to the base flood elevation for critical actions; (iii) the area subject to flooding by the 0.2% annual chance flood; or (iv) the elevation and flood hazard area that result from using any other method identified in an update to the FFRMS.

This does not apply if the project is not a substantial improvement (i.e. projects worth more than 50% of the market value or replacement costs of the facility), based on an NDEE approved opinion submitted by a licensed professional engineer per Section 2.10(a) of this Loan Agreement.

(v) Lead Service Lines. Use of funds for lead service lines shall be eligible pursuant to the Infrastructure Investment and Jobs Act (Public Law No. 117-58) and the Federal Act. In addition, the Borrower agrees to the following:

a. The project and use of funds will be for lead service line replacement projects and associated activities directly connected to the identification, planning, design, and replacement of lead service lines. Costs associated with non-lead service lines are ineligible; and

b. Lead service lines will be replaced in their entirety and cannot be partially replaced, unless a portion of the line has already been replaced or is concurrently being replaced with another funding source; and

c. The Borrower agrees to provide documentation established by the Department of compliance with full lead line service replacement to the Department for review and approval at the time lead service line replacement project is initiated.

(w) Lead Service Line Inventory. The Borrower shall submit a final Lead Service Inventory, per the requirements of the Federal Act, to and receive acceptance from the Monitoring & Compliance Section at NDEE, by October 16, 2024, or before disbursements exceed 95% of the Project Costs, whichever comes first. The disbursement of all funds is contingent upon the Borrower performing all needed activities for the identification, planning and design of a Lead Service Line Inventory per the requirements of the Federal Act.

ARTICLE III

REPRESENTATION AND COVENANTS OF THE BORROWER

Section 3.01. Representations of the Borrower. The Borrower represents as follows:

(a) Organization and Authority.

(1) The Borrower is a village, town, city, district, association, or other public body created by or pursuant to the constitution and statutes of the State of Nebraska.

(2) The Borrower has full legal right and authority and has all necessary licenses and permits required as of the date hereof (or is in the process of obtaining all necessary licenses and permits that will be required, but are not required to be in place as of the date hereof) to own, operate and maintain its Combined Utilities Systems, to carry on its activities relating thereto, to execute and deliver this Loan Agreement, to undertake and complete the Project, and to carry out and consummate all transactions contemplated by this Loan Agreement.

(3) The proceedings of the Borrower's governing body conducted to approve this Loan Agreement and authorizing its execution, issuance, and delivery on behalf of the Borrower, and authorizing the Borrower to undertake and complete the Project, have been duly and lawfully convened and conducted and the resolution of the Borrower's governing body approving such matters has been duly and lawfully adopted.

(4) This Loan Agreement has been duly authorized, executed, and delivered on behalf of the Borrower, and constitutes the legal, valid, and binding obligation of the Borrower enforceable in accordance with its terms.

(b) Full Disclosure. To the best knowledge of the Borrower, there is no fact that the Borrower has not disclosed to the NDEE in writing on the Borrower's application for the Loan or otherwise anything that materially adversely affects or that will materially adversely affect the properties, activities of its Combined Utilities Systems, or the ability of the Borrower to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreement under this Loan Agreement.

(c) Non-Litigation. There is no controversy, suit or other proceeding of any kind pending, or to the best knowledge of the Borrower, threatened questioning, disputing or affecting in any way the: (i) legal organization of the Borrower or its boundaries; (ii) the right or title of any of its officers to their respective offices; (iii) the legality of any official act taken in connection with obtaining the Loan; (iv) the constitutionality or validity of the indebtedness represented by the Loan Agreement; (v) any of the proceedings had in relation to the authorization or execution or the pledging of the revenues stated in Section 2.09 and Section 3.02 of this Loan Agreement; or (vi) the ability of the Borrower to make all Loan Repayments or otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

(d) Compliance with Existing Laws and Agreements. The authorization, execution and delivery of this Loan Agreement by the Borrower, and the performance by the Borrower of its duties, covenants, obligations, and agreements thereunder will not result in any breach of any existing law or agreement to which the Borrower is a party.

(e) No Defaults. No event has occurred and no condition exists that would constitute an Event of Default. The Borrower is not in violation of any agreement which would materially adversely affect the ability of the Borrower to make all Loan Repayments or otherwise observe and perform its duties, covenants, obligations, and agreements under this Loan Agreement.

(f) Governmental Consent. The Borrower has obtained all permits and approvals required to date under this Loan Agreement (or is in the process of obtaining all permits and approvals that will be required, but are not required to be in place as of the date hereof) for the undertaking or completion of the Project and the financing or refinancing thereof. The Borrower has complied with, or expects to comply with, all applicable provisions of law requiring any notification, with any governmental body or officer in connection with this Loan Agreement or with the undertaking or completion of the Project and the financing or refinancing thereof.

(g) Compliance with the Law. The Borrower:

  (1) Is in compliance with all laws, ordinances, governmental rules and regulations to which it is subject, including, without limitation, any public hearing or public notice requirements or environmental review requirements contained in the Regulations, with which the failure to comply would materially adversely affect the ability of the Borrower to conduct its activities, enter into this Loan Agreement or undertake or complete the Project; and

  (2) Has obtained, or expects to obtain, all licenses, permits, franchises or other governmental authorizations presently necessary for the ownership of its property which, if not obtained, would materially adversely affect the ability of the Borrower to complete the Project.

(h) Use of Loan Proceeds. The Borrower will apply the proceeds of the Loan as described in Article II of this Loan Agreement:

  (1) To finance or refinance a portion of the Project Costs; and

  (2) Where applicable, to reimburse the Borrower for a portion of the Project Costs, which portion was paid or incurred in anticipation of reimbursement by the NDEE and is eligible for such reimbursement pursuant to the Regulations. All of such costs constitute Project Costs for which the NDEE is authorized to make loans to the Borrower pursuant to the Act and the Regulations.

(i) Project Costs. The Borrower certifies that the Project Costs, as listed in Attachment B, are reasonable and accurate estimations and, upon direction of the NDEE, will supply the same with a certificate from its engineer stating that such costs are reasonable and accurate estimations, taking into account investment income, if any, to be realized during the course of construction of the Project and other money that would, absent the Loan, have been used to pay the Project Costs.

Section 3.02. Particular Covenants of the Borrower.

(a) Dedicated Source of Revenue for Repayment of the Loan. The Borrower hereby pledges to the NDEE, and grants a lien to the NDEE on, the System Revenues as the dedicated source of revenue for the repayment of the Loan. The pledge herein provided for is made in accordance with and under the terms of the Bond Ordinance and is secured on a parity with the pledge made under the ordinances described herein. The Borrower shall fix, establish, maintain and collect such rates, fees, and charges for the use and services furnished by or through the Borrower's Combined Utilities Systems including all improvements and additions hereafter constructed or acquired by the Borrower, as will provide revenues sufficient to (i) pay the cost of the operation and maintenance, and replacement of the Combined Utilities Systems, (ii) pay at least 110% of the principal of and interest on the Loan as and when the same become due, and (iii) pay all other amounts due at any time under this Loan Agreement. The lien of the NDEE on the revenues of the Borrower's Combined Utilities System, shall be on a parity with the lien on such revenues of the Borrower's outstanding Existing Revenue Obligations now outstanding and any Additional Revenue Obligations hereafter issued on parity with such Revenue Obligations. The Borrower hereby expressly reserves the right to issue Revenue Obligations on parity with the lien described in this Loan Agreement and the other outstanding Revenue Obligations, provided, the Borrower complies with the covenants contained in this Subsection 3.02(a). The System Revenues shall be collected and maintained in separate accounts or ledgers for the operation and maintenance costs and for principal and interest payments on the Loan and the other Revenue Obligations. The funds in such accounts or ledgers shall be restricted for their intended use, and the Loan obligation shall be reported on the financial statements of the Borrower. The Borrower agrees to develop a User Charge System based on actual or estimated use of Combined Utilities Systems services, providing that each user or user class pay its proportionate share of operation and maintenance (including replacement) costs within the Borrower's service area, based on each users demand or potential demand for service and to conduct at least a biennial review of adequacy of the user charge rates. The Borrower agrees the initial financial analysis performed by the NDEE in Attachment C is a reasonable estimate of the Project Costs, of the financial condition of the Borrower in relation to this Project, and of the user charges necessary at the time of initiation of operation of the Project. The NDEE may review this information annually to ensure the Borrower's compliance with the Loan conditions and update Attachment C to reflect any changes.

(b) Performance Under Loan Agreement. The Borrower agrees:

(1) They are in compliance with the following federal regulations and will be subject to:

i. Civil Rights Act of 1964, 42. U.S.C. 2000d, et seq., as amended;

ii. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, et seq., as amended; and

iii. Age Discrimination Act of 1975, 42 U.S.C. 6102, et seq., as amended.

(2) To comply with all applicable State and federal laws, rules, and regulations in the performance of this Loan Agreement (including, but not limited to the federal crosscutting items set forth on Attachment D of this Loan Agreement, and other NDEE Regulations); and

(3) To cooperate with the NDEE in the observance and performance of the respective duties, covenants, obligations, and agreements of the Borrower and the NDEE under this Loan Agreement.

(c) Completion of Project and Provision of Moneys Therefore. The Borrower agrees:

    (1) To exercise its best efforts in accordance with prudent public water supply utility practice to complete the Project and to so accomplish such completion on or before the estimated Project completion date set forth in Article II hereto; and

    (2) To provide from its own financial resources all moneys, in excess of the total amount of proceeds it receives pursuant to this Loan Agreement, required to complete the Project.

(d) Delivery of Documents. Concurrently with the delivery of this Loan Agreement (as previously authorized and executed) at the loan closing, the Borrower will cause to be delivered to the NDEE each of the following items:

    (1) Counterparts of this Loan Agreement (as previously executed by parties hereto);

    (2) Copies of the ordinances and/or resolutions of the governing body of the Borrower authorizing the execution and delivery of this Loan Agreement certified by an Authorized Representative;

    (3) An Opinion of the Borrower's Counsel substantially in the form of Attachment E hereto;

    (4) An executed Note (or other evidence of indebtedness) evidencing the Borrower's obligations under this Loan Agreement in the form of Attachment F;

    (5) An executed certificate of the Borrower in the form of Attachment G hereto; and

    (6) Such other certificates, documents, opinions, and information as the NDEE may require.

(e) Operation and Maintenance of Public Water System. The Borrower agrees that it shall operate in accordance with Nebraska Administrative Code, Title 179 – Public Water Systems, Chapter 22, and ensure the following:

    (1) At all times operate the properties of its Public Water System in an efficient manner; and

    (2) Maintain its Public Water System, making all necessary and proper repairs, renewals, replacements, additions, betterments, and improvements necessary to maintain its system in good repair, working order and operating condition.

(f) Disposition of Public Water System. The Borrower covenants that it intends to own and operate the Project at all times during the term of the Loan. The Borrower does not know of any reason why the Project will not be so used in the absence of:

    (1) Supervening circumstances not anticipated by the Borrower at the time of the Loan;

    (2) Adverse circumstances beyond the control of the Borrower; or

    (3) Obsolescence of such insubstantial parts or portions of the Project as may occur as a result of normal use thereof.

    The Borrower shall not sell, lease, abandon or otherwise dispose of all or substantially all of its Public Water System except on 90 days' prior written notice to the NDEE and, in any event, shall not sell, lease, abandon or otherwise dispose of the same unless the Borrower shall in accordance with Section 4.02 hereof assign this Loan Agreement and its rights and interests hereunder to the purchaser or lessee of the Public Water System and such purchaser or lessee shall assume all duties, covenants, obligations and agreements of the Borrower under this Loan Agreement. In no event shall the Borrower sell, lease, abandon, or otherwise dispose of the

Public Water System to any person or entity other than a municipal corporation or other political subdivision of the State of Nebraska, or any combination thereof, that has legal authority to own or operate the Public Water System.

Before any proposed disposition of the Public Water System can be made, the Borrower shall provide the NDEE, and NIFA if NIFA is an assignee of the Note, with an opinion of a nationally recognized bond counsel that such proposed disposition is permitted by the provisions of this subparagraph, and, further, that such disposition shall not endanger the exclusion from gross income for federal income tax purposes of the interest on any bonds issued to fund deposits into the Loan Fund, nor shall it relieve the Borrower of its duties, covenants, obligations and agreements under this Loan Agreement.

(g) Records and Accounts. The Borrower shall maintain accurate records and accounts in accordance with generally accepted accounting principles, including principles relating to the reporting of infrastructure assets for its Combined Utilities Systems' Records (the "System Records"), which shall be separate and distinct from its other records and accounts (the "General Account"). The System Records and General Accounts shall be made available for inspection upon request by the NDEE at any reasonable time. The Borrower shall, upon written request by the NDEE during the term of the Loan, engage an independent auditor to conduct an audit of the project's financial records in accordance with generally accepted government auditing standards. The Borrower shall provide the NDEE a copy of the audit report, provided such audit shall not be due to the NDEE sooner than 210 days following the close of the fiscal year, or years, identified in the request for audit. In the event that during the period in which the Project financed by this Loan Agreement is under construction, and the Borrower expends, for any purpose, total federal funds in excess of seven hundred fifty thousand dollars ($750,000) during the Borrower's fiscal year, then the Borrower shall, irrespective of any request from the NDEE, provide the NDEE a copy of the Single Audit made on the Borrower's General Accounts performed by an independent auditor required in such cases by 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. In the sole discretion of the NDEE, any requirement herein to perform and/or provide an audit at the request of the NDEE may be waived by the NDEE on the basis of the Borrower's receipt of an audit waiver received from some other government agency and accurately acknowledging the Borrower's obligation to the NDEE under this Loan or for any other reason acceptable to the NDEE.

(h) Inspections; Information. The Borrower shall permit the EPA, the NDEE, and any party designated by the NDEE to examine, visit, and inspect, at any and all reasonable times, the property, if any, constituting the Project, and to inspect and make copies of any accounts, books, and records, including (without limitation) its records regarding receipts, disbursements, contracts, investments, and any other matters relating thereto and to its financial standing, and shall supply such reports and information as the EPA and the NDEE may reasonably require in connection therewith.

(i) Financial Information. The Borrower specifically agrees to provide to the NDEE a reasonable number of copies of such financial information and operating data of the Borrower and the Combined Utilities Systems and the prompt notification of the occurrence of certain material events, to the extent necessary for the NDEE to comply with its continuing disclosure obligations set forth in the SEC Rule. Such financial information shall be prepared in accordance with GAAP. Such financial information and operating data, if requested, shall be supplied within 210 days after the end of its fiscal year. If audited financial information will be prepared, but is not available within 210 days of the end of the appropriate Borrower's fiscal year, unaudited financial information shall be provided to the NDEE pending receipt of audited financial information. For purposes of this paragraph, "material event" shall mean:

(1) Principal and interest payment delinquencies on any Indebtedness;

(2) Non payment related defaults in agreements authorizing any Indebtedness;

(3) Rating changes on any Indebtedness;

(4) Adverse tax opinions or events affecting the tax exempt status of any Indebtedness; or

(5) Unscheduled draws on debt service reserves or credit enhancements on any Indebtedness reflecting financial difficulties.

(j) Insurance. The Borrower will carry and maintain such reasonable amount of all risk insurance on all properties and all operations of the Public Water System as would be carried by similar sized municipal operators of Public Water System, insofar as the properties are of an insurable nature. The Borrower also will carry general liability insurance in amounts not less than the maximum liability of a governmental entity for claims arising out of a single occurrence, as provided by the Nebraska Political Subdivisions Tort Claims Act (Neb. Rev. Stat. §§13-901 to 13-928), or other similar future law.

(k) Continuing Representations. The representations of the Borrower contained herein shall be true at the time of the execution of this Loan Agreement and at all times during the term of this Loan Agreement.

(l) Notice of Material Adverse Change. The Borrower shall promptly notify the NDEE of any material adverse change in the activities, prospects, or condition (financial or otherwise) of the Borrower's Combined Utilities Systems, in accordance with the provisions of Sections 3.02(g) and 3.02(i) of this Loan Agreement, or in the ability of the Borrower to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

(m) Additional Covenants and Requirements. If necessary in connection with the making of the Loan Agreement, additional covenants and requirements, if any, are hereby incorporated with their inclusion to Attachment H, Other Documents.

ARTICLE IV

ASSIGNMENT

Section 4.01. Assignment and Transfer by the NDEE. The Borrower hereby approves and consents to any assignment or transfer of this Loan Agreement that the NDEE deems necessary in connection with the operation and administration of the Fund. The Borrower hereby specifically approves the assignment and pledging of the interest portion of the Loan Repayments to NIFA.

Section 4.02. Assignment by the Borrower. This Loan Agreement may not be assigned by the Borrower for any reason, unless the following conditions shall be satisfied:

(a) The NDEE shall have approved said assignment in writing;

(b) The assignee is a village, town, city, district, association, county, or other public body created by or pursuant to State law of the State of Nebraska or any combination thereof, that has legal authority to own or operate the Public Water System;

(c) The assignee shall have expressly assumed in writing the full and faithful observance and performance of the Borrower's duties, covenants, and obligations under this Loan Agreement; provided, however, such assignment shall not relieve the Borrower of its duties, covenants, and obligations under this Loan Agreement;

(d) The assignment will not adversely impact the NDEE's ability to meet its duties, covenants and obligations under any Pledge Agreement as determined in writing by the NDEE;

(e) The assignment will not adversely affect the exclusion from gross income for federal tax purposes of the interest on any bonds issued by NIFA to fund deposits into the Loan Fund; and

(f) The Borrower shall provide the NDEE, and NIFA if NIFA is an assignee of the Note, with:

(1) An opinion of a qualified attorney satisfactory to the NDEE that each of the conditions set forth in subparagraphs Section 4.02(b) and (c) above has been met; and

(2) An opinion of nationally recognized bond counsel satisfactory to the NDEE that the condition set forth in subparagraph Section 4.02(e) above has been met.

ARTICLE V

EVENTS OF DEFAULT AND NONCOMPLIANCE

Section 5.01. Event of Default. Event of Default means: (i) any violation or noncompliance by the Borrower of any of the provisions of this Loan Agreement; (ii) violation or noncompliance by the Borrower of any provision of federal, state, or local regulations or requirements; (iii) failure by the Borrower to pay when due any Loan Payment pursuant to Section 2.06 of this Loan Agreement and for such payment to be considered delinquent by the NDEE; and (iv) a default under the terms of any Revenue Obligation and other parity obligation allowing any holder of such obligation the right to exercise any remedies against the Borrower.

Section 5.02. Notice of Default.

(a) If an Event of Default shall occur and is discovered by the Borrower, the Borrower shall give the NDEE prompt telephonic notice of the Event of Default. Such telephonic notice shall be immediately followed by written notice of such Event of Default given in the manner as established by Section 6.03 of this Loan Agreement.

(b) If an Event of Default shall occur and is discovered by the NDEE, the NDEE shall give the Borrower and the NIFA prompt telephonic notice of the occurrence of such Event of Default. Such telephonic notice shall be immediately followed by written notice from the NDEE to the Borrower of such Event of Default given in the manner as established by Section 6.03 of this Loan Agreement.

Section 5.03. Remedies on Default.

(a) Whenever an Event of Default shall have occurred and be continuing, the NDEE or the Borrower shall have the right to take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and to become due or to enforce the performance and observance of any obligation or agreement of the Borrower (including, without limitation, withholding remaining Loan disbursements, cancellation of this Loan Agreement and acceleration of the remaining scheduled principal payments set forth on Attachment A, or such other remedies provided to the NDEE in the Act and the Regulations).

(b) If the Borrower fails to make any payment of principal and interest, administrative fee, late fee, or penalty interest imposed pursuant to this Loan Agreement within 60 days of the due dates specified in Section 2.06 of this Agreement, the payment shall be deducted from the amount of aid to municipalities to which the Borrower is entitled under Neb. Rev. Stat. §72-1503. Such amount shall be paid directly to the Fund.

Section 5.04. Expenses. Upon the occurrence of an Event of Default, and to the extent permitted by law, the Borrower shall, on demand, pay to the NDEE the reasonable fees and expenses incurred by the NDEE in the collection of Loan Repayments or any other sum due hereunder or in the enforcement of performance or observation of any other duties, covenants, obligations, or agreements of the Borrower contained herein. Upon request by the Borrower, the NDEE shall provide copies of statements evidencing the fees and expenses for which the NDEE is requesting payment.

Section 5.05. Application of Moneys. Any moneys collected by the NDEE pursuant to Section 5.03 or 5.04 hereof shall be applied;

(a) First, to pay administrative fees on the Loan as the same becomes due and payable;

(b) Second, to pay interest on the Loan as the same becomes due and payable;

(c) Third, to pay principal due and payable on the Loan;

(d) Fourth, to pay expenses owed by the Borrower pursuant to Section 5.04 hereof; and

(e) Fifth, to pay any other amounts due and payable hereunder as such amounts become due and payable. To the extent that the NDEE's right to receive Loan Repayments is on a parity of lien basis with the lien of Existing Revenue Obligations or Additional Revenue Obligations on the Borrower's System Revenues, such moneys shall be applied pro rata to all such obligations.

Section 5.06. No Remedy Exclusive; Waiver; Notice. No remedy herein conferred upon or reserved to the parties hereto is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. The parties hereto, in good faith, shall exercise such remedies with due diligence in a timely manner, however, no delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the parties hereto to exercise any remedy reserved to them in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article V.

Section 5.07. Retention of Rights. Notwithstanding any assignment or transfer of this Loan Agreement pursuant to the provisions hereof, or anything else to the contrary contained herein, the parties hereto shall have the right upon the occurrence of an Event of Default to take any action, including (without limitation) bringing an action against the defaulting party at law or in equity, as such party may, in its discretion, deem necessary to enforce the obligations of the defaulting party pursuant to this Loan Agreement.

Section 5.08. Violation of Loan Agreement Provisions. Violation or noncompliance of any of the provisions of this Loan Agreement by the Borrower, or failure of the Borrower to complete and maintain the Project in the manner proposed by the Borrower, and approved by the NDEE may result in a cancellation of this Loan Agreement, and a demand that any outstanding balance of principal, interest, and administrative fees and any other amounts due under this Loan Agreement be paid immediately.

ARTICLE VI

MISCELLANEOUS

Section 6.01. Hold Harmless Agreement. The State of Nebraska and the NDEE, and the officers, agents, and employees of each, shall have no responsibility or liability for the construction, operation and maintenance of the Project. The Borrower shall be responsible for such construction, operation and maintenance of the Project and shall assume responsibility for all Project Costs and any claims, demands, damages, losses, costs, expenses, or liability accruing or resulting to any and all contractors, subcontractors, employees, and any other person, firm, or corporation furnishing or supplying services, materials, or supplies in connection with construction of the Project, and for any and all claims, demands, damages, losses, costs, expenses, or liability occurring or resulting to any person, firm or corporation, as a result of or incident to, either in whole or in part, whether directly or indirectly, the construction, or the operation of the Project.

Section 6.02. Waivers. Any waiver at any time of rights or duties under this Loan Agreement shall not be deemed to be a waiver of any subsequent right or duty under this Loan Agreement.

Section 6.03. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the Borrower and the NDEE at the following addresses:

(a) BORROWER

City of Hastings
220 North Hastings
Hastings, NE 68901
Phone: (402) 462-3555

(b) NDEE

Department of Environment and Energy
P.O. Box 98922
Lincoln, NE 68509-8922
Phone: (402) 471-2186

All notices given by registered or certified mail as aforesaid shall be deemed duly given as of the date they are so mailed. Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent, by notice in writing given to the others.

Section 6.04. Amendments, Supplements and Modifications. This Loan Agreement may not be amended, supplemented, or modified except in writing signed by the NDEE and the Borrower.

Section 6.05. Severability. In the event any provision of this Loan Agreement shall be held illegal, invalid, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

Section 6.06. Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the NDEE and the Borrower and their respective successors and assigns.

Section 6.07. Execution in Counterparts. This Loan Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 6.08. Governing Law and Regulations. This Loan Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska, including the Act and the Regulations which are, by this reference thereto, incorporated herein as a part of this Loan Agreement.

Section 6.09. Consents and Approvals. Whenever the written consent or approval of the State shall be required under the provisions of this Loan Agreement, such consent or approval may only be given by the NDEE.

Section 6.10. Further Assurances. The Borrower shall, at the request of the NDEE, authorize, execute, acknowledge, and deliver such further resolutions, conveyances, transfers, assurances, financing statements, and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning, and confirming the rights, security interests and agreements granted or intended to be granted by this Loan Agreement.

Section 6.11. Notice to Trustee. Upon assignment of the Note to NIFA which may occur from time to time and thereafter, the NDEE shall deliver a notice of this Loan in the form prescribed by NIFA, and other pertinent information relating thereto, to the Trustee for any bonds of NIFA issued to fund deposits into the Fund.

Section 6.12. Finalizing, Closing, and Termination of the Loan Agreement. The NDEE reserves the right to finalize and close, or terminate this Loan Agreement for cause at any point during the term of the loan. Before any action is taken, the NDEE shall give no less than 30 days written notice of the NDEE's intent to the Borrower. Following the final disbursement of Loan proceeds to the Borrower, the NDEE shall revise Attachment A. Such revised Attachment A shall be deemed to be incorporated herein by reference and made a part hereof and shall supersede and replace Attachment A.

Section 6.13. Electronic Signature. The NDEE and the Borrower hereby approve the usage of electronic signatures pursuant to Neb. Rev. Stat. §86-611 and Nebraska Administrative Code, Title 437, Digital Signatures Act.

(a) Attachment F – Promissory Note of the CITY OF HASTINGS of this Loan Agreement may not be electronically signed and must be signed physically by the authorized signatories. The Borrower agrees that prior to electronically signing this Loan Agreement, Attachment F has been physically signed and provided to the NDEE.

Section 6.14. Effective Date. This Loan Agreement shall become effective upon the latter date of the following two signatures:

IN WITNESS THEREOF, the parties hereto have caused this Loan Agreement to be executed and delivered as of the date set forth below.

CITY OF HASTINGS, NEBRASKA	NEBRASKA DEPARTMENT OF ENVIRONMENT AND ENERGY
By ______________ (printed name)	By ______________ (printed name)
______________ (signature)	______________ (signature)
Title Mayor	Title Director
Date ______________	Date ______________

DRAFT: PLEASE DO NOT SIGN THIS SECTION. THIS SECTION WILL BE SIGNED ELECTRONICALLY THROUGH DOCUSIGN.

INDEX OF ATTACHMENTS

EXHIBIT 1

PROJECT DESCRIPTION

The project to be funded by this DWSRF financing is the obtaining of Lead Service Line inventories, and replacement of lead service lines in conjunction with the replacement of ageing water mains. The City may elect to rely on Force Account reimbursement for costs associated with lead service line replacements, as well as all needed site restoration activities. The project includes all related work, land, testing, construction change orders, and engineering fees.

ATTACHMENT A

LOAN REPAYMENT SCHEDULE

Payments are due on June 15 and December 15 of each year. Interest and Administrative fees shall accrue at the applicable rate as established by Section 2.03 and Section 2.04 of this Loan Agreement and repayments of such accrued interest and administrative fees will be repaid after the effective date of this Loan Agreement. A commencement of principal repayment is estimated to start on December 15, 2026 (as established by Section 2.02 of this Loan Agreement wherein repayment must begin within one (1) year from the date of Initiation of Operation, but no later than three (3) years from the date of the Loan, whichever occurs first).

Amounts due will be invoiced on or about May 15 and November 15 of each year for each six-month payment period ending on the set interest payment date. Interest and Administrative fee accruing on principal amounts drawn after the invoicing date are to be included with the next invoice.

The Amortization Schedule included in Attachment A is a projected schedule based upon estimated principal repayment start and full distribution of funds and is subject to change pending date of Initiation of Operation and final principal amount disbursed. Interest and Administrative fees accruing before the first principal repayment that is not reflected on the following draft amortization schedule will be billed and paid in accordance with the NDEE's procedures.

Following the receipt of Initiation of Operation date and the final disbursement of Loan proceeds to the Borrower, a revised final Attachment A shall be prepared by the NDEE to establish the final debt service schedule based upon the following parameters set forth below. Such revised final Attachment A thereafter shall be deemed to be incorporated herein by reference and made a part hereof and shall supersede and replace the projected Attachment A.

The final Loan Repayment Schedule shall be calculated by the NDEE based on the following parameters:

(1) Final principal amount of Loan;

(2) Amount of Loan Forgiveness, if any;

(3) Interest rate as set forth in Section 2.03;

(4) Administrative fee rate as set forth in Section 2.04;

(5) Installments of principal, interest, and fees on each June 15 and December 15 payment date shall:

   a. Begin no later than one year after the Initiation of Operation, or three years from the effective date of this Loan Agreement, whichever occurs first; and

   b. End on the last repayment which must be paid no later than thirty (30) years from the date of either (i) one year after the Initiation of Operation, or (ii) three years from the effective date of this Loan agreement, whichever occurs first; and

(6) Amortization of principal to achieve level payments of principal and interest (not taking into account the administrative fee payment pursuant to Section 2.04).

ATTACHMENT A

PROJECTED AMORTIZATION SCHEDULE

TOTAL PRINCIPAL:	**$ 700,000**	**INTEREST RATE (%):**	**0.50**
LOAN FORGIVENESS AND GRANT:	**$ 1,300,000**	**ADMIN FEE (%):**	**0.50**
TOTAL SRF ASSISTANCE:	**$ 2,000,000**	**TERM (YEARS):**	**30**

Principal Payment	Principal	Principal Payment	Interest	Admin Fee	Total Payment	Remaining Principal
12/15/2026	$ 700,000.00	$ 10,828.08	$ 1,750.00	$ 1,750.00	$ 14,328.08	$ 689,171.92
6/15/2027	$ 689,171.92	$ 10,855.15	$ 1,722.93	$ 1,722.93	$ 14,301.01	$ 678,316.76
12/15/2027	$ 678,316.76	$ 10,882.29	$ 1,695.79	$ 1,695.79	$ 14,273.88	$ 667,434.47
6/15/2028	$ 667,434.47	$ 10,909.50	$ 1,668.59	$ 1,668.59	$ 14,246.67	$ 656,524.97
12/15/2028	$ 656,524.97	$ 10,936.77	$ 1,641.31	$ 1,641.31	$ 14,219.40	$ 645,588.20
6/15/2029	$ 645,588.20	$ 10,964.11	$ 1,613.97	$ 1,613.97	$ 14,192.05	$ 634,624.09
12/15/2029	$ 634,624.09	$ 10,991.52	$ 1,586.56	$ 1,586.56	$ 14,164.64	$ 623,632.57
6/15/2030	$ 623,632.57	$ 11,019.00	$ 1,559.08	$ 1,559.08	$ 14,137.16	$ 612,613.56
12/15/2030	$ 612,613.56	$ 11,046.55	$ 1,531.53	$ 1,531.53	$ 14,109.62	$ 601,567.02
6/15/2031	$ 601,567.02	$ 11,074.17	$ 1,503.92	$ 1,503.92	$ 14,082.00	$ 590,492.85
12/15/2031	$ 590,492.85	$ 11,101.85	$ 1,476.23	$ 1,476.23	$ 14,054.32	$ 579,391.00
6/15/2032	$ 579,391.00	$ 11,129.61	$ 1,448.48	$ 1,448.48	$ 14,026.56	$ 568,261.39
12/15/2032	$ 568,261.39	$ 11,157.43	$ 1,420.65	$ 1,420.65	$ 13,998.74	$ 557,103.96
6/15/2033	$ 557,103.96	$ 11,185.32	$ 1,392.76	$ 1,392.76	$ 13,970.84	$ 545,918.64
12/15/2033	$ 545,918.64	$ 11,213.29	$ 1,364.80	$ 1,364.80	$ 13,942.88	$ 534,705.35
6/15/2034	$ 534,705.35	$ 11,241.32	$ 1,336.76	$ 1,336.76	$ 13,914.85	$ 523,464.03
12/15/2034	$ 523,464.03	$ 11,269.42	$ 1,308.66	$ 1,308.66	$ 13,886.74	$ 512,194.61
6/15/2035	$ 512,194.61	$ 11,297.60	$ 1,280.49	$ 1,280.49	$ 13,858.57	$ 500,897.01
12/15/2035	$ 500,897.01	$ 11,325.84	$ 1,252.24	$ 1,252.24	$ 13,830.33	$ 489,571.17
6/15/2036	$ 489,571.17	$ 11,354.16	$ 1,223.93	$ 1,223.93	$ 13,802.01	$ 478,217.01
12/15/2036	$ 478,217.01	$ 11,382.54	$ 1,195.54	$ 1,195.54	$ 13,773.63	$ 466,834.47
6/15/2037	$ 466,834.47	$ 11,411.00	$ 1,167.09	$ 1,167.09	$ 13,745.17	$ 455,423.48
12/15/2037	$ 455,423.48	$ 11,439.52	$ 1,138.56	$ 1,138.56	$ 13,716.64	$ 443,983.95
6/15/2038	$ 443,983.95	$ 11,468.12	$ 1,109.96	$ 1,109.96	$ 13,688.04	$ 432,515.83
12/15/2038	$ 432,515.83	$ 11,496.79	$ 1,081.29	$ 1,081.29	$ 13,659.37	$ 421,019.03
6/15/2039	$ 421,019.03	$ 11,525.54	$ 1,052.55	$ 1,052.55	$ 13,630.63	$ 409,493.50
12/15/2039	$ 409,493.50	$ 11,554.35	$ 1,023.73	$ 1,023.73	$ 13,601.82	$ 397,939.15
6/15/2040	$ 397,939.15	$ 11,583.24	$ 994.85	$ 994.85	$ 13,572.93	$ 386,355.91
12/15/2040	$ 386,355.91	$ 11,612.19	$ 965.89	$ 965.89	$ 13,543.97	$ 374,743.72
6/15/2041	$ 374,743.72	$ 11,641.22	$ 936.86	$ 936.86	$ 13,514.94	$ 363,102.50
12/15/2041	$ 363,102.50	$ 11,670.33	$ 907.76	$ 907.76	$ 13,485.84	$ 351,432.17
6/15/2042	$ 351,432.17	$ 11,699.50	$ 878.58	$ 878.58	$ 13,456.66	$ 339,732.66
12/15/2042	$ 339,732.66	$ 11,728.75	$ 849.33	$ 849.33	$ 13,427.42	$ 328,003.91
6/15/2043	$ 328,003.91	$ 11,758.07	$ 820.01	$ 820.01	$ 13,398.09	$ 316,245.84
12/15/2043	$ 316,245.84	$ 11,787.47	$ 790.61	$ 790.61	$ 13,368.70	$ 304,458.37
6/15/2044	$ 304,458.37	$ 11,816.94	$ 761.15	$ 761.15	$ 13,339.23	$ 292,641.43
12/15/2044	$ 292,641.43	$ 11,846.48	$ 731.60	$ 731.60	$ 13,309.69	$ 280,794.95
6/15/2045	$ 280,794.95	$ 11,876.10	$ 701.99	$ 701.99	$ 13,280.07	$ 268,918.86
12/15/2045	$ 268,918.86	$ 11,905.79	$ 672.30	$ 672.30	$ 13,250.38	$ 257,013.07
6/15/2046	$ 257,013.07	$ 11,935.55	$ 642.53	$ 642.53	$ 13,220.62	$ 245,077.52
12/15/2046	$ 245,077.52	$ 11,965.39	$ 612.69	$ 612.69	$ 13,190.78	$ 233,112.13
6/15/2047	$ 233,112.13	$ 11,995.30	$ 582.78	$ 582.78	$ 13,160.86	$ 221,116.83
12/15/2047	$ 221,116.83	$ 12,025.29	$ 552.79	$ 552.79	$ 13,130.88	$ 209,091.54
6/15/2048	$ 209,091.54	$ 12,055.35	$ 522.73	$ 522.73	$ 13,100.81	$ 197,036.18
12/15/2048	$ 197,036.18	$ 12,085.49	$ 492.59	$ 492.59	$ 13,070.67	$ 184,950.69
6/15/2049	$ 184,950.69	$ 12,115.71	$ 462.38	$ 462.38	$ 13,040.46	$ 172,834.98
12/15/2049	$ 172,834.98	$ 12,146.00	$ 432.09	$ 432.09	$ 13,010.17	$ 160,688.99
6/15/2050	$ 160,688.99	$ 12,176.36	$ 401.72	$ 401.72	$ 12,979.81	$ 148,512.62
12/15/2050	$ 148,512.62	$ 12,206.80	$ 371.28	$ 371.28	$ 12,949.37	$ 136,305.82
6/15/2051	$ 136,305.82	$ 12,237.32	$ 340.76	$ 340.76	$ 12,918.85	$ 124,068.50
12/15/2051	$ 124,068.50	$ 12,267.91	$ 310.17	$ 310.17	$ 12,888.25	$ 111,800.59
6/15/2052	$ 111,800.59	$ 12,298.58	$ 279.50	$ 279.50	$ 12,857.58	$ 99,502.01
12/15/2052	$ 99,502.01	$ 12,329.33	$ 248.76	$ 248.76	$ 12,826.84	$ 87,172.68
6/15/2053	$ 87,172.68	$ 12,360.15	$ 217.93	$ 217.93	$ 12,796.02	$ 74,812.53
12/15/2053	$ 74,812.53	$ 12,391.05	$ 187.03	$ 187.03	$ 12,765.11	$ 62,421.48
6/15/2054	$ 62,421.48	$ 12,422.03	$ 156.05	$ 156.05	$ 12,734.14	$ 49,999.45
12/15/2054	$ 49,999.45	$ 12,453.08	$ 125.00	$ 125.00	$ 12,703.08	$ 37,546.36
6/15/2055	$ 37,546.36	$ 12,484.22	$ 93.87	$ 93.87	$ 12,671.95	$ 25,062.14
12/15/2055	$ 25,062.14	$ 12,515.43	$ 62.66	$ 62.66	$ 12,640.74	$ 12,546.72
6/15/2056	$ 12,546.72	$ 12,546.72	$ 31.37	$ 31.37	$ 12,609.45	$ (0.00)
	TOTAL:	**$700,000**	**$54,685.01**	**$54,685.01**	**$809,370.02**	

ATTACHMENT B

PROJECT COSTS

COST CLASSIFICATION		**ESTIMATED TOTAL COST**
1) Administrative and legal expenses	$	13,400
2) Land, structures, right-of-ways, appraisals, etc.		
3) Relocation expenses and payments		
4) Architectural and engineering fees	$	160,800
5) Project inspection fees		
6) Site work, demolition and removal		
7) Construction	$	1,340,000
8) Equipment		
9) Miscellaneous	$	84,800
10) LSL Inventories	$	200,000
11) SUBTOTAL (sum of lines 1-10)	**$**	**1,799,000**
12) Contingencies	$	201,000
13) SUBTOTAL (sum of lines 11-12)	**$**	**2,000,000**
(14) Less project (program) income		
TOTAL PROJECT COSTS (line 14 minus 13)	**$**	**2,000,000**
SOURCE OF FUNDS		
LSLR BIL Loan (Principal)	$	700,000
LSLR BIL Loan Forgiveness	$	1,100,000
NDEE DWSRF Inventory Grant	$	200,000
TOTAL PROJECT ASSISTANCE	$	2,000,000

Funds shall be made only to owners of eligible systems for eligible projects pursuant to the Safe Drinking Water Act.

OUTLAY SCHEDULE

	2023 ESTIMATED OUTLAY		**2024 ESTIMATED OUTLAY**		**2025 ESTIMATED OUTLAY**	
January	$	-	$	29,106.00	$	32,766.30
February	$	-	$	34,927.20	$	39,319.56
March	$	43,296.00	$	46,569.60	$	52,426.08
April	$	59,532.00	$	64,033.20	$	72,085.86
May	$	70,356.00	$	75,675.60	$	85,192.38
June	$	81,180.00	$	87,318.00	$	98,298.90
July	$	81,180.00	$	87,318.00	$	98,298.90
August	$	70,356.00	$	75,675.60	$	85,192.38
September	$	59,532.00	$	64,033.20	$	72,085.86
October	$	43,296.00	$	46,569.60	$	52,426.08
November	$	32,472.00	$	34,927.20	$	39,319.56
December	$	27,060.00	$	29,106.00	$	29,068.94
ANNUAL TOTAL:	$	568,260.00	$	675,259.20	$	756,480.80
TOTAL OUTLAY:	**$**					**2,000,000**

ATTACHMENT C

FINANCIAL CAPABILITIES ANALYSIS

The City of Hastings, NE has requested DWSRF funding assistance of $2,000,000 to finance the replacement of lead service lines. The City of Hastings is eligible for up to 55.0% DWSRF BIL Loan Forgiveness and 10% DWSRF Inventory Grant out of the SRF SFY 2023 IUP Program.

An abbreviated financial analysis is presented. The documents reviewed and used to complete this analysis are:

1. Audit reports of the City of Hastings, for the years 2019 through 2021;

2. Water/Wastewater Pre-application for Federal/State Assistance; and

3. Miscellaneous correspondence from City of Hastings in project file.

Analysis of the Water Utility:

The City of Hastings manages and operates a public water system and utilizes water user rates as their user charge system. Table 1 displays the City of Hastings' general gross profit of their revenue and expenses from the operation of their user charge system.

Table 1
User Charge System Summary

Year	Revenue (includes interest income)	Expenses (excludes depreciation)	Gross Profit (Revenue minus Expenses)
2019	$23,540,372	$14,787,967	$8,752,405
2020	$23,580,080	$13,638,285	$9,941,795
2021	$26,029,052	$21,176,311	$4,852,741

The City of Hastings manages their combined system utility which generates revenue by assessing use fees on the residents and businesses in Hastings. The revenue stream goes towards paying for the operation and maintenance expenses incurred to operate the water utility. The combined use revenues will be used to pay the debt service due to the proposed water utility loan. The combined system utility ran an operating surplus in 2019 through 2021, as shown in Table 1.

As of 9/30/2021, the City of Hastings as reported on the State of Nebraska's Public Auditor's website for years 2019-2021 has $11,765,220 outstanding principal debt, $990,190 outstanding interest/fee debt for a total outstanding debt of $12,755,410. The long-term liabilities for business-type activities are listed below.

1. As of September 30, 2021, the City of Hastings had a balance of $8,320,000 on combined system revenue bonds originally issued in 2021, with an interest rate of 1.46 percent, and a final maturity on October 15, 2032.

2. The City also has one outstanding CWSRF loan. CWSRF Loan C317930 is dated September 2017, with an original issue amount of $2,781,130. The interest rate and administrative fee for this loan are 0.50 percent and 0.50 percent, respectively, with a final maturity on June 15, 2038. As of September 30, 2021, the outstanding balance for C317930 was $2,409,186.

The City is eligible for a 30-year DWSRF loan at a per annum interest rate of 0.50 percent plus an annual 0.50 percent administrative fee on the outstanding principal amount. The DWSRF offers loan funding assistance of $2,000,000 minus $1,100,000 in loan forgiveness and $200,000 in inventory grant assistance for a principal amount of $700,000. An annual debt service of $28,629 plus the DWSRF contract required 10% coverage or $2,863 for delinquency or loss of users, as shown in Table 2, totals $31,492 for the first-year debt service, which includes the 10% coverage. Principal and Interest repayments of SRF loans are protected by intercept statute Neb. Rev.

Stat. §75-1503, which allow the Department to recover delinquent loan payments by intercepting state funds that are paid to the City of Hastings.

Table 2
DWSRF Loan # D311691: $2,000,000 Total Loan, less Loan Forgiveness of $1,100,000 and Inventory Grant $200,000 for a total Principal Loan of $700,000.

DWSRF Loan Term (Years)	Interest Rate	Admin Fee	Estimated First Year Payment	First Year Payment + 10% Coverage
30	0.50%	0.50%	$28,629	$31,492

The revenues from the City of Hastings' combined system utility will be dedicated to repaying the loan. The number of users is estimated at 9,848 total connections. The current water user charge is a base charge of $14.24 plus $2.15 per centrum cubic feet used per month for residential customers. The estimated current monthly water bill for 5,000 gallons usage would be $28.61. Based solely upon the projected users for the City, the user charges estimated to increase by $0.27 per user, per month is recommended for proper debt coverage to service the SRF loan. The new average user rate is estimated to be $28.88 per month, or $346.52 annually. A final assessment of revenues and costs will be analyzed to determine the actual user charge adjustment as necessary.

The projected monthly water rate is $28.88 per month, or $346.52 annually. This projected household water rate total is 0.66% of the City of Hastings' median household income of $52,747 and is below EPA's 2.5% upper level of water rate affordability.

ATTACHMENT D

LIST OF FEDERAL LAWS AND AUTHORITIES

ENVIRONMENTAL:

- Archeological and Historic Preservation Act of 1974, Pub. L. 93-291, 16 U.S.C. §469a-1
- Clean Air Act, PL 95-95, as amended, 42 U.S.C. 7506(c)
- Coastal Barrier Resources Act, PL 97-348, 96 Stat. 1653, 16 U.S.C. 3501 et seq.
- Coastal Zone Management Act of 1972, PL 92-583, as amended, 16 U.S.C. §1451 et seq.
- Endangered Species Act, PL 93-205, as amended, 16 U.S.C. 1531 et seq.
- Essential Fish Habitat Consultation Process Under the Magnuson-Stevens Fishery Conservation and Management Act, PL 94-265, as amended, 16 U.S.C. §1801 et seq.
- Executive Order 11988, Floodplain Management, as amended; Executive Order 12148, as amended
- Executive Order 11990, Protection of Wetlands, as amended; Executive Order 12608, as amended
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, as amended
- Farmland Protection Policy Act, PL 97-98, 7 U.S.C. §4201 et seq.
- National Environmental Policy Act, PL 91-190, 42 U.S.C. §4321 et seq.
- National Historic Preservation Act of 1966, PL 89-665, as amended, 16 U.S.C. §740 et seq.
- Safe Drinking Water Act, as amended, PL 92-523, as amended, 42 U.S.C. 300f et seq.
- U.S. Fish and Wildlife Service National Wetlands Inventory
- Wild and Scenic Rivers Act, PL 90-542, as amended, 82 Stat. 913, 16 U.S.C. §1271 et seq.

ECONOMIC:

- Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended, 42 U.S.C. §3331 et seq.
- Executive Order 12549, Debarment and Suspension, as amended
- Executive Order 13202, as amended; Executive Order 13208, as amended
- Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act, with Respect to Federal Contracts, Grants, or Loans, as amended
- Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646, as amended, 42 U.S.C. §§4601-4655

SOCIAL LEGISLATION:

- Age Discrimination Act of 1975, PL 94-135, 42 U.S.C. §6102
- Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, PL 102-389
- Executive Order 11246, Equal Employment Opportunity, as amended
- Executive Orders 11625, 12138, and 12432 Women's and Minority Business Enterprise, as amended
- Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, PL 100-590
- Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794
- Section 13 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. §1251
- Title VI of the Civil Rights Act of 1964, PL 88-352, 42 U.S.C. §200d

MISCELLANEOUS AUTHORITY:

- Nebraska Drinking Water State Revolving Loan Fund #FS - 997805

**The list of Federal Laws and Authorities is based upon the EPA's listing of "Additional information on Cross-Cutting Federal Authorities" (http://water.epa.gov/grants_funding/dwsrf/xcuts.cfm) and the EPA's "Cross-Cutting Federal Authorities: A Handbook on Their Application in the Clean Water and Drinking Water State Revolving Fund Programs" (October 2003; https://www.epa.gov/sites/default/files/2015-08/documents/crosscutterhandbook.pdf) as of October 12, 2015. This list is subject to change based upon the federal authorities of the EPA.*

ATTACHMENT E

Form of Opinion of Borrower's Counsel

[USE BORROWER'S OR COUNSEL'S LETTERHEAD]

[Date]

[NOTE: Any of the opinions given below may be given in reliance upon the opinion of another Bond Counsel, and one Bond Counsel may give some of the opinions and another Bond Counsel may give others.]

Nebraska Department of Environment and Energy
Post Office Box 98922
Lincoln, NE 68509-8922
Attention: State Revolving Fund Program

To the Nebraska State Revolving Fund:

I have acted as **[Bond]** Counsel in connection with the execution and delivery by City of Hastings (the "Borrower"), of an Agreement for Loan No. D311691 (the "Loan Agreement") between the Borrower and the Nebraska Department of Environment and Energy ("NDEE") and the issuance of a promissory note (the "Note") by the Borrower to the NDEE. All terms used in this opinion letter and not defined shall have the meanings given to them in the Loan Agreement.

In this connection, I have examined the following:

(a) Certified copies of the **[DESCRIBE RESOLUTION AND/OR ORDINANCE PURSUANT TO WHICH LOAN AGREEMENT AND NOTE ARE TO BE ENTERED INTO]**;

(b) An executed counterpart of the Loan Agreement;

(c) The executed Note; and

(d) Such other documents as I deemed relevant and necessary in rendering this opinion.

As to questions of fact material to my opinion, I have relied upon the certified proceedings and other certifications of public officials furnished to me without undertaking to verify the same by independent investigation.

Based upon the foregoing I am of the opinion that:

1. The Borrower is a city duly organized and validly existing under the laws of the State of Nebraska.

2. The Borrower is a governmental unit, as such term is used in Section 141(b)(6) of the Internal Revenue Code of 1986, as amended.

3. The Borrower has the power and authority to enter into the Loan Agreement, to issue the Note, to borrow the entire principal amount provided for in Section 2.01 of the Loan Agreement (the "Principal Amount") and to perform its obligations under the Loan Agreement and the Note.

4. The Loan Agreement and the Note have been duly authorized, executed and delivered by the Borrower and are, and would be if the entire Principal Amount were advanced to the Borrower pursuant to the Loan Agreement on the date of this opinion, valid and legally binding special obligations of the Borrower, payable solely from the sources provided therefor in the Loan Agreement, enforceable in accordance with

their respective terms, except to the extent that the enforceability thereof may be limited by laws relating to bankruptcy, insolvency or other similar laws affecting creditors' rights generally and general principles of equity.

5. Pursuant, where applicable, to Nebraska Revised State Statutes §§18-1803 through 18-1805; §§31-732, 31-739, and 31-740, and all other applicable statutes governing eligible municipalities, the Loan Agreement creates a valid lien on the funds pledged by the Borrower pursuant to Section 3.02 of the Loan Agreement for the security of the Loan Agreement and the Note and no other debt of the Borrower is secured by a superior lien on such funds.

6. The Borrower has obtained or made all approvals, authorizations, consents, or other actions of, and filings, registrations, or qualifications with, the Borrower or any other government authority which are legally required to allow the Borrower to enter into and perform its obligations under the Loan Agreement and the Note and borrow the full Principal Amount pursuant to the Loan Agreement and the Note.

Very truly yours,

____

ATTACHMENT F

PROMISSORY NOTE OF THE CITY OF HASTINGS, NEBRASKA

FOR VALUE RECEIVED, the undersigned (the "Borrower") promises to pay, but solely from the sources described herein, to the order of the Nebraska Department of Environment and Energy ("NDEE"), or its successors and assigns, the principal sum of not to exceed $2,000,000 [less any Loan Forgiveness as established by Section 2.01 of the Loan Agreement], to the extent disbursed pursuant to Section 2.01 and Section 2.05 of the Loan Agreement No. D311691 ("the Loan Agreement"), with interest on each such amount until paid, pursuant to Section 2.03 of the Loan Agreement between the NDEE and the Borrower. In addition, the Borrower shall pay an Administrative Fee on the outstanding principal amount of this Note per annum pursuant to Section 2.04 of the Loan Agreement. The said principal, interest, and Administrative Fee shall be payable in semiannual installments each payable on June 15 and December 15 of each year in accordance with Section 2.06 of the Loan Agreement. Each installment shall be in the amount set forth in Attachment A to the Loan Agreement. The Borrower will pay any penalty or additional interest due pursuant to Section 2.06(d) of this Loan Agreement.

All payments under this Note shall be payable at the offices of the NDEE in Lincoln, Nebraska, and upon the assignment of this Note to the NIFA, at the principal corporate trust office of a Trustee designated by the NIFA, or such other place as the NDEE may designate in writing.

This Note is issued pursuant to and is secured by the Loan Agreement of the City of Hastings, Nebraska, the terms and provisions of which are incorporated herein by reference.

All payments of principal of and interest on this Note and other payment obligations of the Borrower hereunder shall be limited obligations of the Borrower payable solely out of the Dedicated Source of Revenue for the Payment of the Loan, as established in the Loan Agreement, and shall not be payable out of any other revenues of the Borrower. The obligations of the Borrower under this Note shall never constitute or give rise to a charge against its general credit or taxing power. This note shall not be a debt of the Borrower within the meaning of any constitutional statutory or charter limitation upon the creation of general obligation indebtedness of the Borrower.

If default be made in the payment of any installment due under this Note, or by the occurrence of any one or more of the Events of Default specified in Article V of the Loan Agreement, and if such Event of Default is not remedied as therein provided, or at any time thereafter, the NDEE may give notice to the Borrower that all unpaid amounts of this Note then outstanding, together with all other unpaid amounts outstanding under the Loan Agreement, are due and payable immediately, and thereupon, without further notice or demand, all such amounts shall become and be immediately due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at any time in the event of any continuing or subsequent default.

The Borrower hereby waives presentment for payment, demand, protest, notice of protest and notice of dishonor.

This Note and all instruments securing the same are to be construed according to the laws of the State of Nebraska. Signed and sealed this ________ day of ________________________, 20_____.

[SEAL] *(if applicable)*

	CITY OF HASTINGS, NEBRASKA	NEBRASKA DEPARTMENT OF ENVIRONMENT AND ENERGY
Attest ______________________ *(signature)*	By ______________________ *(signature)*	By ______________________ *(signature)*
Title Clerk	Title Mayor	Title Director
Date ______________________	Date ______________________	Date ______________________

ATTACHMENT F

PROMISSORY NOTE OF THE CITY OF HASTINGS, NEBRASKA

(continued)

Complete this section upon assignment of this Note to the NIFA.

Pursuant to the Pledge Agreement dated as of ______________ as amended (the "Pledge Agreement"), by and between the NDEE and the Nebraska Investment Finance Authority ("NIFA"), and the ________________________ dated as of ___________________, as supplemented and amended, by and between NIFA ___________________________, as trustee (the "Trustee"), the NDEE hereby assigns, grants and conveys any and all of the NDEE's rights, title and interest in this Note to NIFA, except as provided in the Pledge Agreement, and NIFA hereby assigns such rights, title and interest to the Trustee and any successor Trustee.

Attested by:		NEBRASKA INVESTMENT FINANCE AUTHORITY	
By	______________________ *(printed name)*	By	______________________ *(printed name)*
	______________________ *(signature)*		______________________ *(signature)*
Title	______________________	Title	Director
Date	______________________	Date	______________________

ATTACHMENT G

CERTIFICATE OF THE CITY OF HASTINGS

The following certifications are made in connection with the Agreement for Loan No. D311691 (the "Loan Agreement") between the Nebraska Department of Environment and Energy ("NDEE") and the City of Hastings, Nebraska (the "Borrower") for the purpose of establishing compliance by the Borrower with requirements for the maintenance of the tax exemption of interest on any bonds (the "Bonds") which may be from time to time issued by the Nebraska Investment Finance Authority ("NIFA") to provide funds for deposit in the Fund (as defined in the Loan Agreement).

WHEREFORE, the undersigned hereby certifies on behalf of the Borrower to the NDEE, the NIFA and any trustee for the Bonds, as follows:

1. The undersigned is authorized to make the following certifications on behalf of the Borrower.

2. The Borrower represents that it reasonably expects that the design and construction of the Project, as defined in this Loan Agreement, will commence within the stated Project Schedule established by Section 2.07 of this Loan Agreement and that the design and construction of the Project will proceed with due diligence thereafter to completion.

3. The proceeds of the loan pursuant to the Loan Agreement will be used for the project identified in Exhibit 1 of this Loan Agreement and will be owned and operated by the Borrower. There will be no Agreements for the use of the facility or Project other than Agreement on a rate scale basis. Specifically, the Borrower represents that there will be no Agreements for use of the Project that will require a non-governmental unit to make payments to the Borrower without regard to actual use of the Project.

Signed and dated as of ________________________.

City of Hastings, Nebraska

DRAFT: PLEASE DO NOT SIGN THIS SECTION. THIS SECTION WILL BE SIGNED ELECTRONICALLY THROUGH DOCUSIGN.

____
(signature)

Title ________________ Mayor ________________

Date ____

DRAFT

ATTACHMENT H

ADDITIONAL DOCUMENTS

These forms will be loan specific so will need to be added/removed separately for each agreement.

Attachment H.01 – Loan Forgiveness Form

Attachment H.02 – Ordinance #XXXX

Attachment H.01

LOAN FORGIVNESS AGREEMENT FORM

PART I

SRF LOAN FORGIVENESS AWARD

Pursuant to Neb. Rev. Stat. §71-5322(10) et. Seq., as amended, the NDEE hereby offers the following Loan Forgiveness to the Borrower for the project as established by this Loan Agreement:

(1) Loan Forgiveness. This Loan Agreement includes DWSRF Loan Forgiveness of up to 55% of the eligible project costs, up to a ceiling of one million, one hundred thousand dollars ($1,100,000).

(2) Lead Service Line Inventory Grant. This Loan Agreement includes DWSRF Lead Service Line Inventory Grant of up to 10% of the eligible Project Costs, up to a ceiling of two hundred thousand dollars ($200,000).

This Loan Forgiveness is offered concurrent with this Loan Agreements Funds. Eligibility for such funds is made in accordance with the Federal Act, the state Act, Regulations, and the annual Intended Use Plan.

PART II

LOAN FORGIVENESS CERTIFICATION

If the Borrower is receiving Loan Forgiveness Funds, the Borrower certifies that as a condition of receipt of state allocations under this Loan Agreement, the following information is accurate and the Borrower agrees to the following statements and stipulations:

(1) The Borrower is not considered a privately owned entity.

(2) Based on information from the applicable Intended Use Plan, the Borrower's population is estimated to be 25,152.

(3) The Borrower has demonstrated serious financial hardship through the assessment and processes established in the related NDEE's State Fiscal Year's (SFY) Intended Use Plan.

(4) The Borrower's Median Household Income (MHI) as listed in the NDEE's SFY's Intended Use Plan at the time of signing of this Loan Agreement is less than 120% of the State's MHI for that SFY.

(5) The total amount of Loan Forgiveness and Inventory Grant Assistance cannot exceed 75% of eligible SRF project cost of this Loan Agreement and cannot exceed a maximum of $1,300,000.

PART III

LOAN FORGIVENESS CONDITIONS

(1) The total award of all Loan Forgiveness cannot exceed seventy-five percent of the total amount of eligible Project Costs.

(2) Application and distribution of all Subsidies will be done pursuant to the terms as established by the Loan Agreement.

(3) The total subsidy amount may be changed by the NDEE if the eligible project amount changes due to the project costs.

(4) Violation or noncompliance of this Loan Agreement will result in annulment of all Loan Forgiveness and a demand that any disbursed Loan Forgiveness funds be returned to the State of Nebraska immediately.

(5) If a Borrower receives any funding from any other funding source for costs paid for by this Loan Agreement, it will result in annulment of Loan Agreement Funds to the extent these costs are covered by the other funding. The Borrower will promptly notify the NDEE and promptly repay loan and Loan Forgiveness funds issued by the NDEE to the extent these costs are covered by the other funding.

(6) Notice of annulment of any Loan Forgiveness shall be by registered mail, return receipt requested.

(7) Additional changes to the Subsidies not specified in the stipulations herein shall be made through the amendment procedure as established by this Loan Agreement.

PART IV

ACCEPTANCE

In accepting this award, the Borrower agrees that:

(1) The undersigned represents that they are duly authorized to act on behalf of the City of Hastings, Nebraska;

(2) The award is subject to the applicable provisions of §71-5322 et. seq., as amended, the Federal Act, and Regulations, and that acceptance of any payments constitutes an agreement by the Borrower that the amounts, if any, found by the state to have been overpaid, shall be refunded or credited in full to the State of Nebraska; and

(3) If the Borrower receives funding from any source for any portion of the Project Costs for which a portion of the Loan Amount and Loan Forgiveness have been disbursed and is outstanding under this Loan Agreement, the recipient will notify the NDEE immediately and such portion of the Loan Amount and Loan Forgiveness amount shall become immediately due and payable.

IN WITNESS THEREOF, the parties hereto agree to the information and stipulations herein.

CITY OF HASTINGS, NEBRASKA	NEBRASKA DEPARTMENT OF ENVIRONMENT AND ENERGY
By ______________ (signature)	By ______________ (signature)
Title ______________ Mayor	Title ______________ Director
Date ______________	Date ______________

DRAFT: PLEASE DO NOT SIGN THIS SECTION. THIS SECTION WILL BE SIGNED ELECTRONICALLY THROUGH DOCUSIGN.

Department: City Attorney
Staff Contact: Jesse Oswald
Council Meeting Date: 2/13/2023

AGENDA ITEM SUMMARY SHEET

Description of Item:

Public Hearing on the adoption of the Public Comment Policy

Resolution 2023-05 approving the adoption of the Public Comment Policy

Names of People/Business affected by this action:

City of Hastings

Why Council action is required:

Type of action requested:

Resolution

Suggested motion:

Motion to approve Resolution No. 2023-05 adopting City of Hastings Public Comment policy

Deadlines associated with action:

Department head comments:

This is the public hearing regarding the adoption of the public comment policy for the City of Hastings.

Recommend approval

City Administrator comments:

I recommend approval of Resolution 2023-05 as the most orderly and professional way to receive public feedback on items not listed on the City Council agenda.

RESOLUTION NO. 2023-05

WHEREAS, the City of Hastings, Nebraska, recognizes that citizen input and comment is critical to an effective City government that serves the needs of the citizens of Hastings, and

WHEREAS, the Mayor and City Council have determined that the City of Hastings is in need of a formalized and fair public comments policy; and

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

NOW, THEREFORE BE IT RESOLVED by Mayor and City Council of Hastings, Nebraska as follows:

Section 1: Any member of the public wishing to comment on a topic not on an upcoming agenda shall contact the City Clerk. The City Clerk shall provide the citizen with a Request for Future Agenda Item form. The Citizen shall complete said form and submit it to the City Clerk.

Section 2: The Request for Future Agenda Item form will be reviewed by the City Administrator and either:

a) Forwarded to the appropriate City Staff for review and/or action, or
b) Reviewed and scheduled for future Council Agenda meeting.

Section 3: Any handouts or videos must be submitted no later than two working days prior to the meeting. Individuals are to state the topic to be addressed and will be required to comment only on that topic.

Section 4: All comments will be subject to a reasonable timeframe as deemed appropriate by the Mayor, generally 5 minutes of speaking time. The Mayor shall time all individuals to ensure that the time limits are adhered to.

PASSED AND APPROVED this ____ day of February, 2023.

____
Corey Stutte, Mayor

ATTEST:

____
Kimberly Jacobitz, City Clerk

(S E A L)

Approved as to form:

____
Jesse Oswald, City Attorney

Department: Engineering
Staff Contact: Lee Vrooman
Council Meeting Date: 2/13/2023

AGENDA ITEM SUMMARY SHEET

Description of Item:

Resolution No. 2023-06 approving the plans, specifications and authorization to advertise for bids for Street Improvement District 2022-3 Laird Ave.

Names of People/Business affected by this action:

City of Hastings

Why Council action is required:

Council approval is required

Type of action requested:

Resolution

Suggested motion:

Motion to approve Resolution No. 2023-06 approving the plans, specifications and authorization to advertise for bids for Street Improvement District 2022-3 Laird Ave.

Deadlines associated with action:

Department head comments:

Street Improvement District 2022-3 was created by Ordinance No. 4710 on August 8, 2022. Plans and specifications have been completed and are included in the packet. The bid opening date for this work will be March 15th with an award date of March 27, 2023. The plans and specifications are being brought before the council because the project is a part of a district.

Recommend Approval

City Administrator comments:

RESOLUTION 2023-06

RESOLUTION APPROVING THE PLANS, SPECIFICATIONS AND AUTHORIZATION TO ADVERTISE FOR BIDS FOR STREET IMPROVEMENT DISTRICT 2022-3 LAIRD AVE 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 Street Improvement District 2022-3 Laird Ave 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 13th day of February, 2023.

____
Mayor

ATTEST:

____
City Clerk

(SEAL)

Approved as to form:

____
City Attorney

CONTRACT DOCUMENTS
&
TECHNICAL SPECIFICATIONS

PROJECT NO
CH 2023-04

STREET IMPROVEMENT DISTRICT 2022-3 LAIRD AVE

CITY OF HASTINGS

Proposals Will Be Opened Promptly At
1:30 PM, Wednesday, March 15, 2023

Bid Submitted By: ____

TABLE OF CONTENTS

ADVERTISEMENT FOR BIDS

The City of Hastings, Nebraska, will receive bids for the concrete portion of the **Street Improvement District 2022-3 Laird Ave, CH 2023-04** until 1:30 p.m. at the Office of the City Clerk of Hastings, Nebraska, on Wednesday, March 15, 2023 at which time and place all bids will be publicly opened and read aloud. **Brief description of project: Work includes construction of 4,562 SY 8-inch P.C.C. pavement with integral curb, and all other associated work to complete the project. Locations of project include: Laird Ave in Hastings, Nebraska.** If you plan on bidding and are not already on our approved bidders list for this project, you are REQUIRED to fill out the Plan Holders Submittal Form that is located on the City website: https://www.cityofhastings.org/bids/.

The Contract Documents, including plans and specifications, are on file at the Office of the City Clerk of Hastings, 220 N Hastings Avenue, Hastings, Nebraska 68901. Copies of the plans and specifications in electronic (PDF) format may be obtained by visiting the City of Hastings Website: www.cityofhastings.org/bids. A paper copy is available for $75.00, plus sales tax ($5.25), plus shipping.

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

No bid shall be withdrawn after opening of bids without the consent of the City of Hastings, Nebraska, for a period of sixty (60) days after scheduled time of closing bids.

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

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

DATED AT HASTINGS, NEBRASKA, this 14th day of February, 2023.

CITY OF HASTINGS, NEBRASKA

____

Kimberly S Jacobitz, City Clerk

Publish:
February 17, 2023
February 24, 2023

Furnish 2 proofs of publication

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.

To hand deliver, please drop off between the hours of 8am – noon and 1-5pm Monday through Friday.

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
Contract No: Street Improvement District 2022-3 Laird Ave CH 2023-04
Bid Opens: Wednesday, March 15, 2023 @ 1:30 PM

If returning Fed-X or similar carrier, please enclose the bid in an "inner" envelope which is sealed. Please make sure BOTH envelopes are properly marked on the OUTSIDE OF THE ENVELOPE as shown in the example above.

One bid per envelope. Bid submittal via email is not allowed. Bids must be checked in to the City Clerk prior to 1:30 pm deadline.

IF YOU HAVE QUESTIONS OR NEED HELP ON THESE SPECIFICATIONS

PLEASE CONTACT ANY OF THE FOLLOWING:

TECHNICAL QUESTIONS

Brent Brooks - Engineering Assistant
1228 N Denver Ave
Hastings, NE 68901
Ph# 402-462-2333
Email: bidquestions@cityofhastings.org

Tara Ogren – Civil Engineer
1228 N Denver Ave
Hastings, NE 68901
Ph# 402-462-3676
Email: bidquestions@cityofhastings.org

Lee Vrooman – Director of Engineering
1228 N Denver Ave
Hastings, NE 68901
Ph# 402-462-3657
Email: bidquestions@cityofhastings.org

GENERAL QUESTIONS OR REQUESTS

Renae Griess
Engineering Admin Assistant
Ph# 402-462-3665
Email: bidquestions@cityofhastings.org

INSTRUCTIONS FOR BIDDERS

1) Contractors must fill in each individual unit quantity blank and totals of each respective unit.

2) Please check to verify that your bid bond accompanies your bid.

3) In the event of inconsistencies between contract documents, Contractor shall utilize the most restrictive of the alternatives for the purpose of bidding. Contractor shall identify these items for clarification subsequent to award.

4) The Contract, if awarded, will be awarded to the Contractor with the lowest responsible bids for the project.

5) **Desired final completion of the project is December 1, 2023**.

6) There are no Liquidated Damages on this project.

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

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

EXCEPTIONS

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

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

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

EXCEPTIONS TO SPECIFICATIONS:

____

____

____

____

____

____

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

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

All addendums must be signed and attached to bid documents.

PROPOSAL FOR

Street Improvement District 2022-3 Laird Ave
Contract No. CH 2023-04

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

Bid Opening: March 15th, 2023 (Wednesday)
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, 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. **THIS PROJECT IS SALES TAX EXEMPT.**

Street Improvement District 2023-4 Laird Ave – 14th Street to Apache Avenue					
Item	**Description**	**Qty**	**Unit**	**Unit Price**	**Total**
1	Mobilization	1	LS		
2	Remove Pavement	113	SY		
3	Remove Concrete Header	108	LF		
4	Remove Sidewalk	191	SF		
5	Build 8-inch P.C.C Pavement with Integral Curb (47B-3500)	4562	SY		
6	Build 5-inch Sidewalk (47B-3500)	765	SF		
7	Adjust Manhole to Grade	4	EA		
8	Adjust Valve Box to Grade	4	EA		
9	Seeding, Type B and hydromulch	0.88	AC		
10	Erosion and Sediment Control	1	LS		
11	Traffic Control, Barricades, and Maintenance	1	LS		
			SUB TOTAL	**$**	
Add Alternate					
Item	**Description**	**Qty**	**Unit**	**Unit Price**	**Total**
12	Build 5-inch Sidewalk (47B-3500)	2586	SF		

PROPOSAL FOR

Street Improvement District 2022-3 Laird Ave
Contract No. CH 2023-04

GRAND TOTAL	**$**

Note: unit prices shall prevail in the case of potential mathematical discrepancies.

The undersigned bidder agrees to furnish the required performance bond and to enter into a contract within ten (10) days after acceptance of the Proposal and further agrees to complete all work covered by the foregoing Proposal in accordance with specified requirements.

Desired Project Completion Date: December 1, 2023

Exceptions: No ☐ Yes ☐ (If yes, list on ***"Instructions to Bidders"*** page)

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.

City of Hastings may at its own discretion delete any project area and / or component prior to award of contract. City of Hastings has the right to award each bid section individually. If awarded individually, Contractors to coordinate as required.

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.

<u>All bid documents, including proposals, bid bonds, subcontractor designation, etc., must be submitted with original signatures. No copies will be accepted.</u>

OFFICIAL NAME & ADDRESS

Firm Name	Signature
Address	Typed or Printed Name
City, State, Zip	Title
Phone No.	Date
Fax No.	Email Address

<u>ALL BIDS MUST BE CHECKED IN THE CITY CLERK PRIOR TO 1:30 PM DEADLINE</u>

AGREEMENT

THIS AGREEMENT, made and entered into this __ day of ______, 2023, by and between the City of Hastings, Party of the First Part, hereinafter called the "Purchaser" or "City", and ____________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 **CH 2023-04, Street Improvement District 2022-3 Laird Ave.**

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

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

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

CITY OF HASTINGS
Party of the First Part

By: ______________________________

Date: ______________________________

ATTEST:

____
City Clerk

CONTRACTOR
Party of the Second Part

SEAL

____

By: ______________________________

Title: ______________________________

Date: ______________________________

APPROVED TO FORM:

____
City Attorney

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

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

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

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

____

____

____

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

NOW THEREFORE, if the principal shall well and truly in good, sufficient and in a workmanlike manner, and to the satisfaction of the CITY perform and complete the work required, and shall defend, indemnify and save harmless the CITY against all damages, claims, demands, expenses and charges of every kind (including claims of patent infringement) arising from any act, omission or neglect of said principal, his agents, servants or employees, with relation to said work, and shall pay all costs, charges, rentals and expenses for labor, materials, supplies and equipment and deliver the said improvement to the CITY completed and ready for operation and free from all encumbrances or claims for labor, materials or otherwise, and shall pay all other expenses lawfully chargeable to the CITY, and this bond shall also be for the use and benefit of all persons who may perform any work or labor or furnish any material in the execution of said Contract and may be sued on thereby in the name of any such party claiming the benefit hereof, then this obligation shall be void, otherwise the same shall remain in full force and effect. This obligation shall be in full force and effect for the full guarantee period provided in the specifications contained herein.

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

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

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

This Bond is executed in triplicate counterparts.

____
Principal

(SEAL)

____
Street Address

____
Witness

____
City, State, Zip

____
Name of Person Executing

ATTEST:

____
Surety

____
____

By: ___________________________________
Title: ___________________________________

RESET FORM PRINT FORM

NEBRASKA
Good Life. Great Service.
DEPARTMENT OF REVENUE

Nebraska Resale or Exempt Sale Certificate
for Sales Tax Exemption

FORM **13**

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

Check Type of Certificate

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

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

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

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

Section A — Nebraska Resale Certificate

Description of Property or Service Purchased

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

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

Description of Product Sold, Leased, or Rented

of ____________________

My Nebraska Sales Tax ID Number is 01-____________________.

If none, state the reason ____________________,

or Foreign State Sales Tax Number____________________ State ____________________.

Section B — Nebraska Exempt Sale Certificate

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

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

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

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

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

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

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

Section C — For Contractors Only

1. Purchase of building materials or fixtures.

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

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

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

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

sign here ▶ Authorized Signature ____________________ Title ____________________ Date ____________________

Authorized Signature Name (please print) ____________________

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

The Department is committed to the fair administration of the Nebraska tax laws. It is unlawful to claim an exemption for purchases of property or services that are subject to tax. Sellers are encouraged to notify the Department of any unlawful use of this form.
revenue.nebraska.gov, 800-742-7474 (NE and IA), 402-471-5729

Instructions

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

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

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

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

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

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

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

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

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

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

Exemption Categories

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

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

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

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

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

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

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

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

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

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

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

RESET PRINT

NEBRASKA
Good Life. Great Service.
DEPARTMENT OF REVENUE

Purchasing Agent Appointment

and Delegation of Authority for Sales and Use Tax

FORM 17

Section A – Purchasing Agent Appointment

Name and Address of Contractor			Name and Address of Exempt Governmental Unit or Exempt Organization		
Name			Name		
Street or Other Mailing Address			Street or Other Mailing Address		
City	State	Zip Code	City	State	Zip Code

Name and Location of Project			Appointment Information
Name			Effective Date (See instructions)
Street Address			Expiration Date
City	State	Zip Code	Nebraska Exemption Number (Exempt Organizations Only)

Provide the contract name, number, and a description of the project.

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

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

Section B — Delegation of Contractor's Authority

A contractor can delegate its authority to its subcontractor.

Name and Address of Subcontractor			Delegation Information for the Project Identified in Section A
Name			Effective Date
Street or Other Mailing Address			Expiration Date
City	State	Zip Code	Portion of Project

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

sign here Signature of Contractor or Authorized Representative | Title | Date

Name and Address of Subcontractor			Delegation Information for the Project Identified in Section A
Name			Effective Date
Street or Other Mailing Address			Expiration Date
City	State	Zip Code	Portion of Project

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

sign here Signature of Subcontractor or Authorized Representative | Title | Date

Name and Address of Subcontractor			Delegation Information for the Project Identified in Section A
Name			Effective Date
Street or Other Mailing Address			Expiration Date
City	State	Zip Code	Portion of Project

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

sign here Signature of Subcontractor or Authorized Representative | Title | Date

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

SECTION 1
GENERAL CONDITIONS

SECTION 1-1 - DEFINITION OF WORDS AND TERMS

Wherever in these specifications or in other contract documents the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

1.101 Advertisement. The advertisement for work or materials on which bids are to be received.

1.102 Award. The decision of the City to accept the proposal of the lowest responsible bidder for the work, subject to the execution and approval of a satisfactory contract thereof and bond to secure the performance thereof, and to such other conditions as may be specified or otherwise required by law.

1.103 Bidder. Any individual, firm, or corporation formally submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.

1.104 Calendar Day. Every day shown on the calendar, except weekends and holidays included: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, Friday after Thanksgiving, ½ Day Christmas Eve, and Christmas Day.

1.105 Change Order. A written order to the Contractor, signed by the Engineer, ordering a change in the work from that originally shown in the plans and specifications.

1.106 City. The word "City" as used in these specifications refers to City of Hastings, Nebraska.

1.107 Contract. The written agreement executed between the City and the Contractor, covering the performance of the work and the furnishing of labor and materials, by which the Contractor is bound to perform the work and furnish the labor and materials, and by which the City is obligated to compensate him therefore at the mutually established and accepted rate or price.

The contract shall include the "Notice to Bidders", these specifications, the Contractor's Bond, the general and detailed plans, the Proposal, Special Provisions, Exceptions, Addendums, Appendixes and Supplemental Agreements.

1.108 Contract Item. An item of work specifically described and for which a price, either unit or lump sum, is provided. It includes the performance of all work and the furnishing of all labor, equipment, and materials described in the text of a specification item included in the contract or described in any subdivision of the text of the supplemental specification or special provision of the contract.

1.109 Contract Period. The period from the date specified in the contract for the commencement of work to the date specified for its completion, both dates inclusive.

SECTION 1: GENERAL CONDITIONS

1.110 **Contractor.** The party of the second part to the contract; the individual, firm, or corporation undertaking the execution of the work under the terms of the contract and acting directly or through his, their, or its agents or authorized employees.

1.111 **Easement (Right-of-Way).** A right acquired by public authority to use or control property for a designated purpose.

1.112 **Engineer.** The Director of Engineering, acting either directly or through an assistant or other representative duly authorized by the Director of Engineering, such assistant or representative acting within the scope of the particular duties assigned him, or of the authority given him.

1.113 **Extra Work.** Work performed by the Contractor in order to complete the contract in an acceptable manner but for which there is no basis of payment provided in the contract.

1.114 **Flagging Day.** Any day in that the railroad has a flagman onsite and charges the City for such services.

1.115 **Inspector.** An authorized representative of the Engineer assigned to make detailed inspection of any or all portions of the work performed and materials furnished by the Contractor.

1.116 **Laboratory.** The testing laboratory of the City or any other testing laboratory which may be designated by the Engineer.

1.117 **Maintenance Bond.** Insures the owner of a completed construction project for a specified time period against defects and faults in materials, workmanship and design.

1.118 **Notice to Bidders.** The provisions, requirements, and instructions pertaining to the work to be awarded, manner and time of submitting proposals, quantities of the major items or work required, as prepared for the information of bidders.

1.119 Performance and Payment Bond. The approved form of security, executed by the Contractor and his surety or sureties, guaranteeing complete execution of the contract and all supplemental agreements pertaining thereto and the payment of all legal debts pertaining to the construction of the project.

1.120 **Plans.** The official plans, profiles, working drawings, and supplemental drawings, or exact reproductions thereof, approved by the Engineer, which show the location, character, dimensions and details of the work to be done, and which are to be considered as a part of the contract supplementary to these specifications.

1.121 **Project.** The specific section of the street together with all appurtenances and construction to be performed thereon under the contract.

1.122 **Proposal.** The offer of the bidder, submitted on the prescribed proposal form, to perform the work and to furnish the labor and materials at the prices quoted by the bidder.

1.123 **Proposal Form.** The approved form on which the City requires formal bids be prepared and submitted.

1.124 <u>Proposal Guaranty.</u> The security furnished by the bidder with his proposal for a project, as a guaranty that he will enter into a contract for the work if his proposal is accepted.

1.125 <u>Right-of-Way.</u> The land area which is reserved or secured by the City for constructing the work or for obtaining material therefore.

1.126 <u>Special Provisions.</u> Special directions, provisions or requirements peculiar to the project under consideration and not otherwise thoroughly or satisfactorily detailed or set forth in the specifications.

1.127 <u>Specifications.</u> The general term comprising all the directions, provisions, and requirements contained herein, together with such as may be added or adopted as supplemental specifications or special provisions, all of which are necessary for the proper performance of the contract.

1.128 <u>Subcontractor.</u> Any individual, firm, or corporation to whom the Contractor, with the written consent of the City, sublets any part of the contract.

1.129 <u>Superintendent.</u> The representative of the Contractor, present on the work at all times during progress, authorized to receive and fulfill instructions from the Engineer and capable of superintending the work efficiently.

1.130 <u>Surety.</u> The corporate body bound with and for the Contractor for the acceptable performance of the contract and the completion of the work, and for payment of all just claims arising therefrom.

1.131 <u>Work.</u> Work shall be understood to mean the furnishing of all labor, materials, equipment, paying all applicable city, state, and federal taxes, and other incidentals necessary or convenient to the successful completion of the project by the Contractor and the carrying out of all the duties and obligations imposed by the contract if applicable.

1.132 <u>Working Day.</u> Any day, except Saturdays, Sundays, and City of Hastings holidays. Working days for a project area shall be counted consecutively from project starting date.

1.133 <u>Completion of the Work and Formal Acceptance by the City.</u> Whenever the term "completion of the work and formal acceptance by the City" is used, it refers to and means the formal acceptance of the work by the Engineer and the City at the time the Contractor has all work under the contract completed and in place. Release of the final pay estimate shall constitute formal acceptance by the City.

1.134 <u>Final Acceptance of the Work.</u> Whenever the term "final acceptance of the work" is used, it refers to and means the time when the Engineer and City finally accept the work after the expiration of the time for which the Contractor guarantees to keep the work in repair.

1.135 <u>Abbreviations.</u>

A.A.S.H.O.	American Association of State Highway Officials
A.S.M.E.	American Society of Mechanical Engineers

SECTION 1: GENERAL CONDITIONS

A.S.T.M.	American Society for Testing Materials
A.R.E.A.	American Railway Engineering Association
A.W.S.	American Welding Society
D.O.T.	Department of Transportation, Office of Pipeline Safety
O.S.H.A.	Occupational Safety and Health Administration
A.W.W.A.	American Water Works Association

SECTION 1-2 - PROPOSAL REQUIREMENTS AND CONDITIONS

1.201 Contents of Proposal Forms. Bidders will be furnished with proposal forms which will state the location and description of the contemplated work and will show the estimate of the various quantities and kinds of work to be performed or materials to be furnished, with a schedule of items for which unit bid prices are asked, and the time in which the work must be completed, and the date, time, and place of opening bids. All special provisions and required provisions will be grouped together and bound with or included through reference in the proposal form.

1.202 Interpretation of Quantities in Proposal Forms. The quantities listed in the proposal forms are to be considered as approximate, unless otherwise provided by special provision. It is understood that the quantities of work to be done and materials to be furnished may each be increased, diminished or omitted, as hereinafter provided, without in any way invalidating the unit bid prices, except as provided in Article 1.403.

1.203 Examination of Plans, Specifications, Special Provisions, and Site of Work.. The bidder is required to examine carefully the site, and the proposal, plans, specifications, special provisions, and contract form, for the work contemplated, and it will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, and as to the requirements of these specifications, the special provisions, and contract. It is mutually agreed that the submission of a proposal shall be considered prima facie evidence that the bidder has made such examination.

1.204 Preparation of Proposal. Bidders shall submit their proposals on blank forms furnished by the Engineer, with the full name and address and the place of business or residence of the bidder. If the bidder is co-partnership, then the signature shall be by a member of the firm, with the names and addresses of each member; and if a corporation, then by an officer of the corporation in the corporate name and with the corporate name and with the corporate seal attached thereto.

All blank spaces in the form shall be fully filled; numbers shall be stated in legible figures and writing when required; the signature shall be longhand; and the complete form shall be without interlineation, alteration or erasure.

No oral, telegraphic, telephonic, faxes, or electronically mailed proposals or modifications will be considered.

When certain alternative prices, for both increasing and decreasing the cost, are required, as called for in the proposal sheet, it must be understood that all materials and workmanship required shall be the best of their respective kinds; and in all cases, shall correspond with similar work herein specified and, if accepted, the work shall be done under the general terms of the specifications.

1.205 Statement of Bidder's Financial Conditions. Any bidder may be required by the City to submit data to satisfy the City that such bidder is prepared to fulfill the contract if it is awarded to him.

1.206 Certified Check, Cashier's Check or Bid Bond. Each bidder must submit with his proposal a certified check, cashier's check or bid bond in the amount of not less than five percent (5%) of the amount bid, drawn to the order to the City of Hastings, City of **Hastings**, Nebraska, guaranteeing the execution of the contract and bond required, within ten (10) days of the notification of award. Any certified check must be issued by a U.S. Commercial Bank.

1.207 Filing of Proposal. The proposal and the supporting proposal guaranty for each project shall be filed in separate but attached envelopes, so marked as to indicate their contents. All proposals shall be filed with the City at the place designated in the notice to bidders, prior to the time advertised for the opening of bids.

1.208 Withdrawal of Proposal. A bidder will be permitted to withdraw his proposal unopened after it has been submitted, if his request for withdrawal is made in writing and delivered personally by the bidder or his authorized representative prior to the time specified for opening bids.

1.209 Public Opening of Proposals. Proposals will be publicly opened and read at the time and place stipulated in the notice to bidders.

1.210 Material Guaranty. The bidder may be required to furnish a complete statement of the origin, composition, and manufacture of any or all materials to be used in the construction of the work, together with samples, which samples may be subjected to the tests provided for in these specifications to determine their quality and fitness for the work.

SECTION 1-3 - AWARD OF CONTRACT

1.301 Consideration of Proposals. After the proposals are opened and read, they will be compared on the basis of the summation of the products of the quantities shown in the bid schedule by the unit bid prices. The results of such comparisons will be immediately available to the public.

The right is reserved to reject any and all proposals and to waive technical errors as may be deemed best for the interest of the City.

1.302 Award of Contract. In the award of contract, consideration will be given not only to the prices bid but also the mechanical and other equipment available to the bidder, the financial responsibility of the bidder, and his ability and experience in the performance of like or similar contracts.

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. Not Applicable

1.306 Performance and Payment Bond. The Contractor shall furnish a performance bond with a company having the approval of the City in an amount of one hundred percent (100%) of the contract price guaranteeing complete and faithful performance of the contract, payment of all bills of whatever nature which could become a lien against the property.

In the event that Contractor chooses to submit a bond other than the bond from contained in this package, such submission is done at the risk of the bidder. All such substituted bond forms shall contain indemnification both for performance and warranty as set out more fully in these documents.

1.307 Failure to Execute Contract. Failure to execute a contract and file an acceptable performance bond, as provided herein, within ten (10) days from date of award shall be just cause for the annulment of the award and the forfeiture of the certified check, bid bond, or cashier's check to the City, not as a penalty but in liquidation of damages sustained.

SECTION 1-4 - SCOPE OF WORK

1.401 Intent of Plans and Specifications. The intent of the plans and specifications is to provide for the construction and completion of every detail of the work described therein. It shall be understood by the Contractor that he will furnish all labor, materials if applicable, tools, transportation, and supplies required for all or any part of the work to make each item complete in accordance with the spirit of the contract. It is understood that the apparent silence of the specifications as to any detail, or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best general practice is to prevail, and that only materials and workmanship of the best quality are to be used.

For the purpose of design and the preparation of the Engineer's estimate, the City may perform a reasonable amount of exploratory work to gain information relative to surface and subsurface conditions relating to types of soil, moisture content and types and extent of rock strata.

This information, when shown on the plan, represents to the best of the City's knowledge, conditions as of the date the survey was made. The appearance of this information on the plan will not constitute a guarantee that conditions other than those indicated will not be encountered at the time of construction.

The bidder may utilize this information as he sees fit. Any bidder interested in the work is authorized to make whatever additional investigation he considers advisable.

In making such additional investigation, the bidder is directed to the Engineer for information relating to available right-of-way. If there are, at that time, any parcels of land over which the City does not have jurisdiction, right of entry must be secured by the prospective bidder from those authorized to grant such permission.

1.402 Special Work. Any conditions not covered by these standard specifications are stated in the special provisions.

1.403 Increased or Decreased Quantities of Work. The Engineer reserves the right to alter the quantities of contract items for which there are bid prices. Such increases or decreases in quantities shall be made as he considers necessary or desirable without waiving or invalidating any of the provisions of the contract; provided, that all such alterations shall be ordered in writing and that a supplemental agreement shall be executed with the Contractor for the item or items involved, when such alterations involve an increase or decrease of more than twenty percent (20%) of the total cost of the work of any group of the contract calculated from the original proposal quantities and the contract unit prices. The Contractor shall not start on any alteration requiring a supplemental agreement until the agreement setting forth an equitable adjustment of compensation, satisfactory to both parties, shall have been executed by the Engineer and the Contractor.

1.404 Changes in Work - Change Order. The City reserves the right to order the performance of work of a class not contemplated in the proposal but which may be considered necessary to complete satisfactorily the work included in the contract. All change orders must be approved in writing prior to start of work.

a. If applicable unit prices are not contained in the Agreement or if the total net change increases or decreases the total Contract Price more than twenty (20) percent, the City shall, before ordering the Contractor to proceed with desired changes, request an itemized proposal from him covering the work involved in the change after which the procedures shall be as follows:

   1. If the proposal is acceptable, the City will prepare the change order in accordance therewith for acceptance by the Contractor.

   2. If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the City may order the Contractor to proceed with the work on a cost-plus-limited basis. A cost-plus-limited basis is defined as the net cost of the Contractor's labor, materials, and insurance plus fifteen (15) percent of said net cost to cover overhead and profit, the total cost not to exceed a specified limit.

b. Each change order shall include in its final form:

   1. A detailed description of the change in the work.

2. The Contractor's proposal (if any) or a conformed copy thereof.

3. A definite statement as to the resulting change in the Contract Price and any impacts on project schedule.

4. The statement that all work involved in the change shall be performed in accordance with Contract requirements except as modified by the change order.

1.405 **Removal and Disposal of Structures and Obstructions.** The Contractor for bridge and culvert work shall remove any existing structure or part of structure that in any way interferes with the new construction. If specific payment for such work has not been provided in the contract, it will be paid for as extra work.

The Contractor shall remove any materials or structures found on the right-of- way which are not to remain in place or which have not been designated for use in the new construction. The removal and disposal of pipe culverts will not be paid for directly, but shall be considered as incidental work, and the cost of such removal and disposal shall be considered to be included in the contract price for other items. Pipe culverts shall be removed by methods that will cause a minimum of damage to the pipe culverts. The removal and disposal of bridges or other masonry or monolithic concrete construction will be paid for. If the contract does not contain an item for such work, it will be paid for as extra work. Whenever City of Hastings requires abandonment of old utility mains or services, the Contractor shall plug or cap all open ends.

1.406 **Rights In and Use of Materials Found on the Right-of-Way.** Unless stated to the contrary in the contract documents, all materials, such as stone, gravel, sand, timber, and structures or parts of structures, found on the right-of-way of the street or on land acquired for the work, are the property of the City or the City of the fee title to the land, and shall not be used or destroyed by the Contractor without special permission from the Engineer. When the Contractor is permitted to use materials found on the right-of-way, any excavations that he makes below the grade elevation shall be backfilled with other suitable materials so that the finished street will conform to the grade shown on the plans. No extra compensation will be allowed for such backfilling.

When rock excavation is encountered, any portion of rock excavation which would otherwise be deposited in waste areas and not be incorporated in the embankments may be processed and used, royalty free, by the Contractor in any other portion of the construction in which material of that quality would be acceptable. No deduction will be made from excavation quantities for rock so used.

1.407 **Right-of-Way.** Right-of-Way for the work will be provided without cost to the Contractor. Right-of-way will be made available to the Contractor on or before the date specified for the commencement of the work, unless a later date for the right-of-way to be made available to the Contractor is designated in the contract documents.

1.408 **Railroad Crossings.** Whenever the work involves construction with which railroad companies are concerned, the performance of the work is contingent upon arrangements with the railroad companies for the proposed construction. No claims will be allowed for loss or damage caused by failure to complete such arrangements. The Contractor is responsible to pay for any railroad required Contractor’s fees. See Appendix C for details.

SECTION 1: GENERAL CONDITIONS

SECTION 1-5 - CONTROL OF WORK

1.501 Authority of Engineer. The Engineer will decide any questions that arise with reference to the intent of the contract documents and compliance therewith. They will resolve all questions relating to materials, work, progress, disputes and mutual rights between contractors, fulfillment of contract and compensation, in accordance with the provisions of these specifications.

1.502 Plans and Working Drawings. The approved plans will be supplemented by such working drawings as are necessary to adequately control the work. It is mutually agreed that all authorized alterations affecting the requirements and information given in the approved plans shall be in writing.

Working drawings for any structure shall consist of such detailed plans as may be required of the Contractor for the execution of the work. These are not included in the plans furnished by the Engineer. They shall include shop details, erection plans, masonry, and form work. The Engineer's prior approval of the shop details must be obtained before any fabrication work involving these plans is performed. Erection plans, masonry layout diagrams, and plans for cribs, cofferdams, false work, centering and framework, as well as any other working drawings not previously mentioned, may be required of the Contractor and shall be subject to the Engineer's approval.

1.503 Alteration of Plans or of Character of Work. The Engineer shall have the right to make alterations in plans or character of work as may be considered necessary or desirable during the progress of the work to complete satisfactorily the proposed construction. Such alterations shall not be considered as a waiver of any conditions of the contract or invalidate any of the provisions thereof.

1.504 Coordination of Plans, Specifications, Special Provisions and Supplemental Specifications. These specifications, the supplemental specifications, the plans, special provisions, and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complimentary and to describe and provide for a complete work.

1.505 Cooperation of Contractor. The Contractor will be supplied a minimum of two sets of approved plans and contract assemblies, including special provisions, one set of which the contractor shall keep available on the work at all times.

The Contractor shall give the work the constant attention necessary to facilitate the progress thereof, and shall cooperate with the Engineer and other contractors in every way possible.

The Contractor shall at all times have on the work, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications, knowledgeable in the pertinent industry codes and standards, thoroughly experienced in the type of work being performed, who shall receive instructions from the Engineer or his authorized representatives.

The superintendent shall have full authority to execute the orders or directions of the Engineer without delay, and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Such superintendent shall be furnished irrespective of the amount of work sublet.

Before starting any work under this Contract, the Contractor shall file with the City a letter signed by an officer of the company (or City, or partner, as the case may be), giving the name, address, and telephone number of the superintendent who is to represent the Contractor in all matters with prosecution of the work and who is to officially receive on behalf of the Contractor, notices or directions issued by the City or its Engineer, and act upon them as required. If, during the life of the Contract, a change in superintendents is made by the Contractor, a new letter shall be filed simultaneously with the change.

1.506 Surveys. Lines and elevations shall be established by the Engineer before the work commences, and the Contractor shall obtain lines and elevation from the points so set by the Engineer. The Contractor shall furnish all stakes necessary for lines and elevations and necessary cooperation for the Engineer in setting same.

All property pins, section corners, right of way monuments, permanent bench marks (brass caps), and all other survey monuments disturbed or removed by the Contractor shall be replaced by a licensed Surveyor at the expense of the Contractor. The Contractor shall take all necessary precaution to maintain in good condition all survey monuments.

The Contractor will insure the Engineer or his representative is present to verify the elevation of each sanitary sewer manhole set or tied into. The Contractor will also insure the Engineer or his representative is present to verify the location of all utilities (highways, railroads, drainage, etc.) uncovered, crossed, or otherwise exposed during the completion of the project. The Contractor shall keep the Engineer or his representative abreast of activities so adequate response by the Engineer or his representative can be made without unduly delaying the construction process. A 24 hour notice may be enforced if sufficient time is not allowed by the Engineer or his representative to conduct all necessary field surveys.

1.507 Authority and Duties of Inspector. The City may appoint inspectors to represent the Engineer in the inspection of all materials used in and all work done under the contract. Such inspection may extend to any part of the work and to the preparation 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. Not Applicable

1.605 "Or Equal" Clause. Whenever, in any section of the contract documents, plans or specifications, any article, materials, or equipment is defined by describing a proprietary product or by using the name of a manufacturer or vendor, the term "or approval equal", if not inserted, shall be implied. The specified article, material, or equipment mentioned shall be understood as indicating the type, function, minimum standard or design, efficiency and quality desired, and shall not be construed in such a manner as to exclude manufacturer's products of comparable quality, design and efficiency. The Engineer shall determine the acceptability of articles, materials or equipment proposed as equals.

1.606 <u>Shop Drawings.</u> 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 - <u>LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC</u>

1.701 <u>Laws to be Observed.</u> 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.

<u>Work Eligibility Status</u>. 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 <u>Fair Labor Standards.</u> The Contractor agrees to comply with all current applicable State, Federal, and City fair labor standards in the execution of the contract.

1.703 <u>Permits.</u> 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 <u>Restoration of Surfaces Opened by Permit.</u> 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 <u>Safety, Health and Sanitation.</u> 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 extend 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 additional to any other sums that may be retained, will be sufficient, in the opinion of the City, to meet all claims of the persons, firms, and corporations as aforesaid. Such sum shall be retained until the liabilities as aforesaid are fully discharged or satisfactorily secured.

1.707 Contractor's Insurance Coverage. The Contractor shall not commence work under this Contract until Contractor has obtained all the insurance required under this article. Furthermore, the Contractor shall not allow any sub-contractor to commence work under this Contract until the sub-contractor has obtained the same insurance as is required of the Contractor. The sub-contractor alone shall be responsible for the sufficiency of its own insurance program.

Certificates of Insurance. Certificates of Insurance acceptable to the City shall be filed with the City prior to commencement of the work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled, or materially altered, until at least 30 days prior written notice has been given to the City. All insurance carried shall conform to the relevant provisions of the respective Project Documents and be with insurance companies which are rated “A, X” or better by Best’s Insurance Guide, or other insurance companies of recognized responsibility satisfactory to the City.

Additional Insureds. Insurance coverages furnished under this Contract, with the exception of Workers' Compensation and Employer's Liability, shall include the City of Hastings and their partners, directors, officers, agents, and employees as Additional Insureds on a primary and noncontributory basis, and shall include Products and completed operations with respect to the activities of the Contractor and shall be maintained for the full duration of the project including for a period after completion to include the statute of repose.

Notwithstanding any other provision of these policies, the insurance afforded shall apply separately to each insured, with respect to any claim, suit, or judgment made or brought by or for any other insured, as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount or amounts for which the insurer would have been liable had only one insured been named.

The City shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies.

Waiver Of Subrogation. The Contractor and their sub-contractor shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City their partners, directors, officers, agents, and employees.

Workers' Compensation And Employer's Liability Insurance. The Contractor shall procure, and shall maintain during the life of this Contract, Workers' Compensation Insurance as required by workers' compensation laws of the State of Nebraska and also of the state in which the sub-contractor is domiciled.

The Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workers' compensation law. The Employer's Liability Insurance shall contain the following limits of liability:

Bodily Injury by Accident	$500,000 each accident
Bodily Injury by Disease	$500,000 each employee
Bodily Injury by Disease	$500,000 policy limit

General Liability Insurance. This insurance shall be written per project on an "occurrence" policy form, including coverage for premises/operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractor's and personal injury, with no exclusions for explosion, sudden and accidental pollution or an absolute or total pollution exclusion, collapse and underground perils. The commercial general liability policy shall also include a severability of interest clause and a cross liability clause in the event more than one entity is "named insured" under the liability policy. If applicable, this policy shall also be endorsed to include railroad protective with limits no less than replacement cost of the value of any real property covered under any rail agreement entered into by the City. If work is being done near a railroad track, the 50' railroad right of way exclusion must be deleted.

Limits of Insurance shall be as follows:

Each Occurrence Limit	$1,000,000
Products/Completed Operations	$2,000,000
General Aggregate Limit	$2,000,000
Personal and Advertising Injury	$1,000,000

Pollution Liability – (If Applicable).

Limits of at least: $1,000,000 per occurrence; $1,000,000 aggregate

If Contractor or its Sub-subcontractor's work includes but not limited to remediating, handling, processing or disposing of hazardous material including but not limited to asbestos containing materials, silica, lead, PCBs, contaminated soil, etc, coverage shall be provided for bodily injury, property damage and clean-up costs resulting for pollution conditions.

Riggers Liability – (If applicable). Should work involve the moving, lifting, lowering, rigging or hoisting of property or equipment Contractor shall carry Rigger's Liability Insurance to insure against physical loss or damage to the property or equipment on a Replacement Cost Basis

Automobile Liability Insurance. This insurance shall be written under a Business Auto Policy and shall protect the Contractor and Additional Insureds against claims arising from injuries to members of the public or damage to property of others arising from the use of automobiles whether such automobiles are owned, non-owned, or hired. Automobile insurance shall include Motor Carrier Endorsement Act MCS 90 and transportation pollution coverage if applicable. If work is being done near a railroad track, the 50' railroad right of way exclusion must be deleted.

Limit of Liability $1,000,000 each accident

Umbrella Liability Policy. This insurance shall protect the Contractor and the Additional Insureds against all claims in excess of the limits provided under the employer's liability, automobile liability, and general liability policies. The liability limits of the umbrella liability policy shall be not less than $5,000,000 per occurrence. This policy shall be an "occurrence" type policy. However, City reserves the right to require higher limits with respect to each project.

Professional Liability (Applicable for contractors providing or is responsible for providing design/engineering/surveying services/or consulting services):

Limits of at least: $1,000,000 per occurrence; $1,000,000 aggregate

Policy shall provide for a retroactive date prior to the starting date of services for which this agreement applies. Policy shall not exclude bodily injury, property damage, or pollution liability. Coverage shall remain in force for a minimum of 3 years following substantial completion of construction through either policy renewal or the purchase of an Extended Reporting Provision. Contractor agrees to waive its rights of recovery. Subcontractor's insurer shall endorse the policy to waive subrogation against Owner and their respective agents, officers, directors and employees.

Transportation Insurance. Contractor shall purchase inland marine coverage at the expense of Contractor on all equipment and materials, where City has an insurable interest. Insurance shall protect for Contractor and City from physical loss of equipment while loading, unloading, in transit to jobsite, and until equipment or materials have been installed or received by City.

Proof of Carriage of Insurance. Satisfactory certificates of insurance shall be filed with the City prior to starting any construction work on this contract. The certificates shall state that thirty (30) days written notice shall be given to the City before any policy covered thereby is changed or canceled.

Indemnification. To the fullest extent permitted by laws and regulations, the Contractor shall defend, indemnify, and hold harmless the City, their officers, directors, partners, consultants, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work by the Contractor, any sub-contractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by law and regulations regardless of the negligence of any such party.

In any and all claims against the City, or of any of their officers, directors, partners, consultants, agents, or employees by any employee of the Contractor, any sub-contractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any such sub-contractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the City, the Contractor, or any of their sub-contractors.

Property Insurance A.K.A. Builder's Risk. Unless otherwise provided, the CONTRACTOR shall purchase and maintain property insurance, a.k.a. builder's risk insurance, on the building construction project in amount thereto for entire work at site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in contract documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final acceptance of work by OWNERS. Insurance shall include interests of OWNERS, CONTRACTOR, SUBCONTRACTOR, and sub-subcontractors in work. This property insurance covering work will have deductible for each occurrence, which will be responsibility of CONTRACTOR.

Before an exposure to loss may occur, the CONTRACTOR will provide a copy of the property insurance policy or evidence of property insurance, upon request that includes all property insurance coverages. The CONTRACTOR will not cancel or allow such policy to expire without written notice to the other.

Waivers of Subrogation: OWNER and CONTRACTOR and all SUBCONTRACTORS waive all rights against
(1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) OWNER'S or CONTRACTOR'S consultants, separate contractors, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils to extent covered by property insurance obtained, or other property insurance applicable to work, except such rights as they have to proceeds of such insurance held by OWNER and/or CONTRACTOR as fiduciary. OWNER and/or CONTRACTOR, as appropriate, shall require of OWNER'S and/or CONTRACTOR'S consultants, separate contractors, if any, and subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. Policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay insurance premium directly or indirectly and whether or not person or entity had an insurable interest in property damaged.

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

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

In the event of interruption to water or utility services as a result of accidental breakage, or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority. He shall cooperate with the said authority in the restoration of service as promptly as possible.

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

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

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

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

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 not 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 **<u>Payment for Extra Work.</u>** The Contractor will receive and accept payment for work performed under this contract as follows:

a. Work Performed as Stipulated in the Contract. For all items of work performed which are covered by definite unit prices or lump sum amounts specified in the contract, the Contractor shall receive and accept compensation at the rate specified in the contract.

b. Extra Work. Extra work ordered by the Engineer, of a quality or class not covered by the contract, will be paid for at an agreed price. For extra work ordered by the Engineer and performed on an agreed price basis, the Engineer and the Contractor shall enter into a written agreement before such work is undertaken. This agreement shall describe the extra work that is to be done and shall specify the agreed price or prices therefore.

END OF SECTION

SECTION 2
SPECIAL PROVISIONS

SECTION 2-0 - GENERAL

2.001 General Provisions. The general conditions are general in scope and may refer to conditions not encountered on the work covered by this contract. Any provisions of the General Provisions which pertains to a nonexistent condition and is not applicable to the work to be performed hereunder, or which conflicts with any provision of the Special Provisions shall have no meaning to the contract and shall be disregarded.

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

2.003 Maintenance of Traffic. The Contractor shall conduct their 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 their 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 work, the Contractor shall notify the owner of such street closing 48 hours in advance, prior to any street closing due to open cut street crossing, and shall notify all vital departments to include police, fire, ambulance, sheriff, street, and engineering Departments.

2.006 Dust Control. The Contractor shall be required to keep dusty conditions, caused by construction, from being a source of complaint by adjacent property owners by watering down haul routes or by other methods approved by the Engineer.

2.007 Removal of Trees, Hedges, Shrubs, and/or Fences. The Contractor shall sufficiently plan ahead to notify property owner(s) of any obstacles in the way of proposed construction that will have to be removed prior to construction by property owners if they desire to save such.

Clearing and removal of items will be shown on plans and completed by Contractor. The payment for removal of said items will be on proposal sheet, however, any tree with a diameter of 6" or less, all shrubs and bushes will be considered subsidiary to work and no additional compensation will be paid. The Contractor shall not remove any trees in the project area without prior approval of City of Hastings.

The Contractor will be required to reimburse the public for any damage to trees which is not authorized by City of Hastings.

2.008 Shutdown, Valve Operation. Shutdowns will be made only by City of Hastings Utilities Department personnel. In the event that an emergency condition warrants, the Contractor shall take direct action to make shutdown but must notify City of Hastings Utilities Department immediately and remain on worksite to demonstrate what has taken place to City of Hastings Utilities Department personnel.

All shutdowns, unless emergency, will be scheduled in advance and shall be the responsibility of the Contractor to notify residences and/or businesses effected and give estimated time of return of service.

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

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

SECTION 2 – SPECIAL PROVISIONS

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

2.012 Concrete Mix Type. Cement and aggregates not on the latest edition of the Nebraska Department of Transportation's "Approved Product List" shall not be used without permission from the City Engineer. All Portland Cement Concrete (PCC) shall be NDOT approved Type IPF with 25% +/- 2% Class F fly ash and shall conform to the requirements of ASTM C595. The constituents of PCC and their mixing, handling, and proportioning shall conform to ASTM C94. Concrete not meeting the 28 day required strength shall be removed and replaced at no extra cost to the City. The Engineer may evaluate the concrete's expected use and may allow it to remain in place at 50% pay.

(a) Concrete mix for PCC pavement, driveways and structural concrete shall be State of Nebraska 47B as specified in Section 1002 of the 2017 State of Nebraska specifications.

(b) Concrete mix for sidewalks shall be State of Nebraska Type BX as specified in Section 1002 of the 2017 State of Nebraska Specifications.

(c) Recent and certified mill tests of P.C.C. shall be furnished to the City Engineer. Different brands of cement, or the same brand from different mills, shall not be mixed during storage. Neither shall they be used alternately in any one concrete placement without permission from the City Engineer. Contractors supplying concrete shall notify the City Engineer when changing to different cement.

(d) Cement or Fly Ash shall be protected from damage due to moisture. Cement or Fly Ash so damaged will be rejected. Cement or Fly Ash shall not be in storage at the concrete plant longer than ninety (90) days without retesting for quality testing by an approved testing facility.

(e) Contractor shall submit a Concrete Mix Design identifying the location of the ready mix or central mix plant, cement manufacturer, type of inter-ground and blended cement, type of admixtures, aggregate gradation, aggregate pit and quarry location.

(f) Contractor shall submit concrete batch tickets showing batch weights, aggregate moisture (shall be tested daily and moisture probes are allowed), admixtures used, water, and mix design calculations. A copy of the batch ticket shall be provided upon delivery of concrete.

(g) Aggregate and concrete quality are subject to approval of the Department. Aggregate shall be free of coatings that will inhibit bond and free from injurious quantities of loam, alkali, organic matter, thin or laminated pieces, paper, wood, chert, or other deleterious substances as determined by the Engineer. The use of aggregate obtained from any reclaiming or recycling process shall not be allowed without permission from the City Engineer. Aggregate from different sources shall not be mixed or stored in the same pile, nor used alternately in the same project or mixed without permission from the City Engineer.

(h) Alkali Silica Reaction Requirements and Testing: The mortar bars for the ASTM C1567 shall not exceed 0.10% expansion at 28 days.

(i) An engineer approved water-reducing admixture shall be used in all fly ash modified concrete mixes at the dosage rate recommended by the manufacturer. The water-cement ratio of all fly ash modified concrete shall not exceed the limit for the various classes of concrete as shown in Table 1002.02.

(j) All concrete shall have a minimum compressive strength of 3,500 psi at 28 days unless otherwise noted in the plans and specifications. The 7-day compressive strength should be 70% of the 28-day compressive strength.

ENGLISH

Table 1002.02

Class of Concrete (1)	Base Cement Type	Total Cementitious Materials Min. lb/cy	Total Aggregate	
			Min. lb/cy	Max. lb/cy
47B**	IP/IT*	564	2850	3150
47B***		564	2850	3150
47BD		658	2500	3000
47B-HE		752	2500	3000
BX(4)		564	2850	3150
47B-OL****		564	2850	3200
PR1	I/II	752	2500	2950
PR3	III	799	2500	2950
SF(5)	I/II	589	2850	3200

Table 1002.02 (Continued)

Class of Concrete (1)	Air Content % Min.-Max. (2)	Ledge Rock (%)	Water/ Cement Ratio Max. (3)	Required Strength Min. psi
47B**	6.5 -9.0	-	0.45	3500
47B***	6.0 - 8.5	-	0.45	3500
47BD	6.0 - 8.5	30+3	0.42	4000
47B-HE	6.0 - 8.5	30±3	0.40	3500
BX(4)	6.0 - 8.5	-	0.45	3500
47B-OL****	5.0-7.0	30±3	0.36	4000
PR1	6.0 - 8.5	30±3	0.36	3500
PR3	6.0 - 8.5	30±3	0.45	3500
SF(5)	6.0 - 8.5	50±3	0.36	4000

2.013 <u>Landfill Fees</u>. The Contractor will be responsible for securing their own disposal site or paying any associated fees for disposal at the Landfill.

2.014 <u>Working Hours.</u> Normal working hours will be considered to be from 8:00 a.m. to 5:00 p.m., Monday through Friday (holidays excepted: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, Friday after Thanksgiving, ½ day Christmas Eve, and Christmas Day). Any Contractor desiring other working hours must take exception to specifications for consideration by City of Hastings. Any exception must be approved or negotiated to mutual acceptance by Contractor and City of Hastings, final acceptance will be granted in writing.

2.015 Removal and Replacement of Property Stakes. If it is necessary to remove any property corners or markers during construction operations, the Contractor shall notify the Engineer so that the Engineer can establish reference ties. Any markers removed without notice to the Engineer shall be replaced at the Contractor's expense in accordance with the proper land surveying techniques.

2.016 Removal of Existing Materials. Contractor shall remove all called for materials with care as not to ruin or damage material for further use. Any material required to be removed for reuse and has been damaged by careless and negligent action on part of Contractor, shall constitute cause for replacement or payment by Contractor. Inspection of said material for reuse shall be made at sole discretion of City of Hastings inspector. Any gas services which are removed by Contractor shall be foamed shut by Contractor.

2.017 Existing Sprinkler Systems. Contractor shall be responsible for the repair of existing lawn sprinkler components disturbed by the construction activities. 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 as needed.

2.018 Appearance of Construction Area and Storage Site. Contractor will be required to keep the construction area in a neat and orderly fashion that would be considered reasonable in regard to work being completed.

Where sidewalks, driveways, etc., exist, Contractor shall keep them free from debris and will be swept off at the end of the construction day. Storage site will be kept in a neat and orderly manner.

No dirt will be allowed to be piled in the street overnight. Dirt piles on the terrace (or alternate locations) must meet all storm water management requirements.

Where Contractor will have a storage site for materials, equipment, etc., on property owned by City, it shall be kept in a neat and orderly manner, free from debris, accumulation of unused materials, etc. Any area used for storage, etc., shall be properly served from the public by temporary fencing if not within a fenced area.

Debris from job site must be removed same day as taken from street, yard, etc. Piling up of these materials, (i.e., concrete, brush, trees, tree limbs) will not be allowed on site.

2.019 Construction Progress Meetings. Construction progress meetings will be held at a predetermined time each week, time to be chosen at the preconstruction conference. City of Hastings will have in attendance Director of Engineering and Project Engineer and Inspector. Contractor shall have Project Superintendent and job foreman present.

SECTION 2 – SPECIAL PROVISIONS

2.020 Final Cleaning Up. Upon completion of the work and before acceptance and final payment, the Contractor shall clean the street, borrow pits and all ground occupied by him in connection with the work of all rubbish, excess materials, false work, temporary structures, and equipment; all parts of the work shall be left in a neat and presentable condition.

2.021 Preconstruction Conference. A preconstruction conference will be held at City of Hastings offices with the contractor owner, superintendent, and job foreman prior to construction and all other city, county, state, and other necessary agencies will be notified of this meeting also.

Contractor shall submit to City a detailed construction progress schedule with major milestones prior to preconstruction meeting.

A preconstruction conference shall be arranged between the Director of Engineering and the Contractor prior to beginning construction. At this meeting the following items shall be addressed.

a. Work by others. Coordination of work to be performed by subcontractors and other contractors performing work related to this project.

b. Availability of land. The site and use of adjacent land shall be reviewed.

c. Project Engineer. The project engineer will be assigned by the Director of Engineering. The Contractor shall designate a construction foreman that will be responsible for communication with the project engineer.

d. Change orders. Procedures for implementing change orders shall be reviewed.

e. Tests and inspection. As described within these documents the Contractor shall perform all necessary tests and inspections. Any documented results shall be submitted to the project engineer. At all times the project engineer shall be allowed to inspect the work being performed.

f. Safety and protection. The Contractor shall be responsible for all safety and necessary protection of all persons in attendance of the project site. The project engineer and other observers shall adhere to all safety precautions deemed necessary by the Contractor.

g. Final inspection and payment. Final inspection shall be performed by the Director of Engineering and their 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.

- Concrete mix design
- Traffic Control Plan

j. Pipe Cleaning Video: Not Applicable.

2.022 Customer Relations. Contractor shall exert all reasonable efforts to maintain good will for the benefit of City of Hastings with the landowners tenants, and lessees along the right-of-way and with the general public. The Contractor will not be allowed to start construction until he has adequate manpower and material to allow the job to progress smoothly and be complete in a reasonable amount of time. City of Hastings will have the authority to remove workers from the job site who exhibit horseplay and foul language to the public.

2.023 Operations of the Contractor. The Contractor shall confine operations exclusively to easements and public right-of-way. If the Contractor desires to operate equipment or store materials on private property that does not have a utility easement, he must obtain permission from the property owner. Prior to release of the payment retention by City of Hastings, the Contractor must restore the private property to original condition. If the landowner is not satisfied with the restoration, City of Hastings will continue to hold the appropriate retention.

The quantities for seeding and sodding in the proposal include only easements and right-of-way. Any seeding and sodding required to restore areas where the Contractor has operated on private property without easements will be the responsibility of the Contractor.

SECTION 3
TECHNICAL SPECIFICATIONS

SECTION A—CLEARING AND GRUBBING

1. **Description.** The work of clearing and grubbing shall be as described in Section 202 of the 2017 State Specifications.

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

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

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

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

SECTION B—EARTHWORK

1. **Description.** The work of performing Roadway Excavation and Embankment shall consist of that described in Section 205 of the 2017 State Specifications.

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

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

SECTION C—FOUNDATION COURSE

1. **Description.** This work shall consist of the construction of a compacted foundation course in accordance with Section 307 of the 2017 State Specifications.

2. **Subgrade** shall be prepared in accordance with Section 302, Subgrade Preparation, of the 2017 State Specifications.

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

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

5. **Measurement and Payment**.

   (a) All materials and work required to produce, mix, lay, water and compact Foundation Course (regular) will be measured and paid for on a square yard basis and shall be considered full compensation for producing, furnishing, laying, watering and compacting and all work necessary to complete the item of work.

   (b) Subgrade preparation shall be paid as noted on the proposal page. When not specified on the project plans the subgrade preparation shall be considered subsidiary to the bid items of the contract.

SECTION D—NOT USED

SECTION E—NOT USED

SECTION F—PORTLAND CEMENT CONCRETE PAVEMENT, CURB WALL, INTEGRAL CURB, CURB AND GUTTER AND SIDEWALK, STRUCTURAL CONCRETE, REINFORCING STEEL

1. **Description**. This work shall consist of that described in Division 600 Concrete Paving; Section 704 Concrete Construction including Retaining Walls and Steps; Section 606 Concrete Curb and Gutter; Section 607 Concrete Sidewalks; and Division 700 Bridges, Culverts, Related Construction of the 2017 State Specifications.

2. **Materials**. All materials used in the performance of the items of work shall comply with Division 600 and Division 1000 for Concrete Paving (47B).

3. **Construction Methods**.

   (a) Concrete Paving shall be mixed, placed and finished as provided in Sections 603.03.

   (b) Concrete Retaining Walls and Steps shall be mixed, formed, placed and finished in accordance with Section 704.

   (c) Concrete Curb and Gutter shall be mixed, placed and finished in accordance with Sections 606.01 through 606.03.

   (d) Concrete Sidewalks and Drives shall be mixed and finished in accordance with Sections 607.01 through 607.03 and Sections 609.01 through 609.03.

(e) Structural Concrete for box culverts, bridges and dams shall be mixed and furnished in accordance with Section 704.

(f) Reinforcing Steel. Steel bars for concrete reinforcement shall conform to Section 707 of the 2017 State Standard Specifications for Highway Construction and shall be deformed, of Grade 40 or Grade 60 billet or Grade 40 or Grade 60 axle steel as shown in the plans, specifications or Special Provisions.

4. <u>Method of Measurement and Payment</u>.

(a) Portland Cement Pavement shall be measured in place and paid for by the square yard at the contract bid price for "P.C.C. Pavement" at the thickness shown in the proposal and on the plans. Such payment shall be considered full compensation for furnishing all materials including, but not limited to, reinforcing steel, dowel bars, joint sealer, special joints, hauling, placing, sawing, finishing and curing said concrete paving and performing all incidental work necessary to complete the item of work.

(b) Integral Curb shall be subsidiary to the unit contract bid price for P.C.C. concrete pavement.

(c) Concrete Curb Wall shall be measured and paid for by the cubic yard in place at the contract bid price for "Concrete Curb Wall" through and including transitions from Concrete Curb Wall to Standard Integral Curb. Said payment will be considered full compensation for furnishing all materials and labor necessary to complete the item of work.

(d) Concrete Curb and Gutter shall be measured and paid for by the linear foot for "Concrete Curb and Gutter". Said payment shall be considered full compensation for furnishing all materials and labor necessary to complete the item of work.

(e) Portland Cement Concrete Sidewalks shall be measured and paid for by the square foot at the contract bid price for "5 Inch P.C.C. Sidewalks". Said payment shall be considered full compensation for furnishing all materials and labor necessary to complete the item of work.

(f) Portland Cement Concrete Drives shall be measured and paid for by the square yard at the contract bid price for "6 Inch P.C.C. Drives". Said payment will be considered full compensation for furnishing all materials and labor necessary to complete the item of work.

(g) Structural Concrete shall be measured and paid for per cubic yard at the contract bid price. Said payment will be considered full compensation for furnishing all materials and labor necessary to complete the item of work.

(h) Payment of steel reinforcement shall be made at the contract bid price per "pound". Such payment shall be considered full compensation for furnishing all materials and labor necessary to complete the item of work.

SECTION G—PAVEMENT, CURB AND GUTTER, SIDEWALK AND DRIVE REMOVAL

1. **Description.** This work shall consist of removing and disposing of Asphaltic Concrete Paving, Concrete Paving, Concrete Curb and Gutter and Concrete Sidewalks and Drives.

2. **Construction Methods.** Limits of paving removals for Asphaltic and Portland Cement Concrete Paving including Curb and Gutter, Sidewalks and Drives, when indicated in the plans or directed by the Engineer, shall be sawed to a depth sufficient to result in a straight and undamaged edge on the remaining pavement.

   Where pipelines are to be installed by open cut in streets on which asphalt or concrete pavement exists, the pavement shall be neatly cut out in a straight line along both edges of the trench. Cutting will be done with a concrete saw or other suitable means acceptable to the Engineer. The paving so cut will be removed, loaded and hauled to a dump approved by the Engineer. Limits of paving removed will be designated by the Engineer.

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

   (a) Removal of all types of roadway paving shall be unclassified and shall be measured and paid for on a square yard basis at the contract bid price for "Pavement Removal". Such payment shall be considered full compensation for furnishing all materials and labor necessary to complete the item of work.

   (b) Removal of pavement for drives will be measured and paid for on a square yard basis at the contract bid price for "Driveway Pavement Removal". Such payment shall be considered full compensation for furnishing all materials and labor necessary to complete the item of work.

   (c) Removal of concrete curb and gutter shall be measured and paid for on a linear foot basis at the contract bid price for "Curb and Gutter Removal". Such payment shall be considered full compensation for furnishing all materials and labor necessary to complete the item of work.

   (d) Removal of concrete sidewalk shall be measured and paid for on a square foot basis at the contract bid price for "Sidewalk Removal". Such payment shall be considered full compensation for furnishing all materials and labor necessary to complete the item of work.

   (e) Saw cutting pavement will not be paid for directly but shall be considered subsidiary to the bid items of the contract, unless otherwise so specified in the bidding documents.

SECTION H—REMOVAL OF EXISTING STRUCTURES

1. **Description.** This work shall consist of that described in Section 203 of the 2017 State Specifications.

2. **Construction Methods** used shall be in conformance with Section 203.02.

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

   (a) Removing existing concrete box culverts, dams, retaining walls, storm sewer inlets and catch basins, etc. shall be measured and paid for on a per each basis for each item removed at the contract bid price as specified in the Proposal, which payment shall be considered full compensation for providing all labor and materials necessary to complete the work.

   (b) Removal of existing storm sewer shall be measured and paid for on a linear foot basis for the type and size indicated in the proposal and on the plans.

SECTION I—CULVERT PIPE

1. **Description.** This work shall consist of that described in Section 1037 of the 2017 State Specifications.

2. **Materials** used in the construction shall conform to minimum material requirements shown as follows:

   (a) Reinforced Concrete Pipe shall conform to the requirements of AASHTO M170, M206 C 76 76 ASTM Designation or the latest revision thereof, for Class III Reinforced Concrete storm sewer and culvert pipe.

   The various classes of pipe designated shall meet the following requirements:

   (1) Class III Reinforced Concrete Pipe – D Load 0.01 in crack 1,350 lbs.
   Class III Reinforced Concrete Pipe – D Load Ultimate 2,000 lbs.

   (2) Concrete Proportions – as designated in Section 5.2.1 concrete (ASTM 76 76) with not less than six U.S. standard bags of cement per cubic yard.

   (3) Concrete Strength – 4,000 psi

   (4) Pipe Acceptance – as specified in Section 3.1.1 (ASTM 76 76) three edge bearing test. In addition, the reinforced concrete pipe manufactured under this specification will be required to meet absorption requirements of concrete as indicated in ASTM Specification C 76.

3. **Construction Methods.** All transporting, delivering, placing, excavating, backfilling, and connecting of storm sewer shall conform to the requirements of Section 720 except that

backfill material for the lowest 90 degrees shall be sand, placed and compacted to the required density under the direction of the Engineer. Bedding will be required for all reinforced concrete pipe and corrugated metal pipe installed on this project.

4. **Method of Measurement and Payment.**

(a) Excavation backfilling and compaction of trenches for storm sewers shall not be measured and paid for directly but shall be considered subsidiary to the bid items of the contract.

(b) Pipe for storm sewer shall be measured and paid for on the linear foot basis of the contract bid price for the pipe sizes indicated in the plans and specifications as provided in Sections 718, 719, and 720.

(c) Pipe for sanitary sewer shall be measured and paid for on the linear foot basis at the contract bid price for "V.C.P. Sanitary Sewer" for the pipe size indicated in the plans and specifications. Said payment shall be considered full compensation for excavation, disconnecting house services from the existing sewer main, installing the sanitary sewer, wyes and house sewer service lines, plugging service lines at the point of disconnection, backfilling and compacting the trench, performing all incidental work and providing all equipment, labor and materials necessary to complete the item of work.

SECTION J—CATCH BASINS, MANHOLES, INLETS AND JUNCTION BOXES

1. **Description.** This work shall consist of that described in Sections 916 Catch Basins, Manholes, Inlets and Junction Boxes and 917 Reconstruction of Manholes and Adjusting Manholes to Grade.

2. **Materials.** All materials furnished shall conform to Section 916.02 except steel and gray iron castings shall be the types specified on the plans.

3. **Construction Methods.** Construction will be in accordance with Sections 916.03.

4. **Method of Measurement and Payment.**

(a) Excavation backfill and compaction will not be measured and paid for directly but shall be considered subsidiary to the bid items of the contract.

(b) Manholes and Inlets shall be measured and paid for at the contract bid price per each for the types specified and said payment shall be considered full compensation for furnishing all labor, equipment and materials, including steps and covers, cast iron sanitary sewer, adapter and incidental work necessary to complete the item of work.

(c) Manholes requiring an adjustment of 24 inches or greater to bring said structure to grade shall be measured and paid for at the contract bid price per each for 24 Inch Risers, which payment shall be considered full compensation for furnishing all labor, equipment and materials (including fabrication, steps and covers) necessary to complete the item of work.

(d) The work of Adjusting Manholes and Reconstruction of Manholes from 0 to 24 inches shall be measured and paid for at the contract bid price per each for "Adjusting Sewer Manholes to Grade", which payment will constitute cost of all materials, equipment and labor necessary to complete the item of work.

SECTION K— NOT USED

SECTION L— NOT USED

SECTION M—TOPSOIL, SEEDING, MULCHING, FERTILIZING WATERING & EROSION CONTROL

Submittal required. See attached example Technical Data Sheet for Type "B" mixture. All disturbed areas shall include preparation of subgrade to receive topsoil, spreading topsoil, seeding and fertilizing, followed by hydroseeding. All areas shall be wetted to start moist soil conditions. At least one (1) additional watering will be required after the initial watering as directed by the Engineer. Seeded areas will be accepted when 70% establishment is achieved. Any reseeding required shall be guaranteed as part of an extended three (3) year warranty from the date of Final Completion. Subsidiary to this project, the contractor shall incorporate good housekeeping best management practices for stormwater pollution prevention as provided in Chapter 8 of the City of Hastings Drainage Criteria Manual. This manual is available by request and is on the City website https://www.cityofhastings.org/services/document-central.html.

SECTION N - NOT USED

Technical Data Sheet

ARROW SEED CO., INC.
PO BOX 722
BROKEN BOW, NE 68822

Phone: 800-622-4727
Fax: 308-872-6945

TYPE "B" MIXTURE

Grass Variety	PLS lb./acre
Linn Perennial ryegrass	8
K-31 Tall fescue	12
Quatro Sheep fescue	5
Barton Western wheatgrass	6
Cody Buffalograss	5
VNS Blue grama	3
VNS Oats	12

Seed Quality Specifications:
Minimum Germination: 80%
Maximum Crop Seed: 0.25%
Maximum Weed Seed: 0.10%

Characteristics & Use

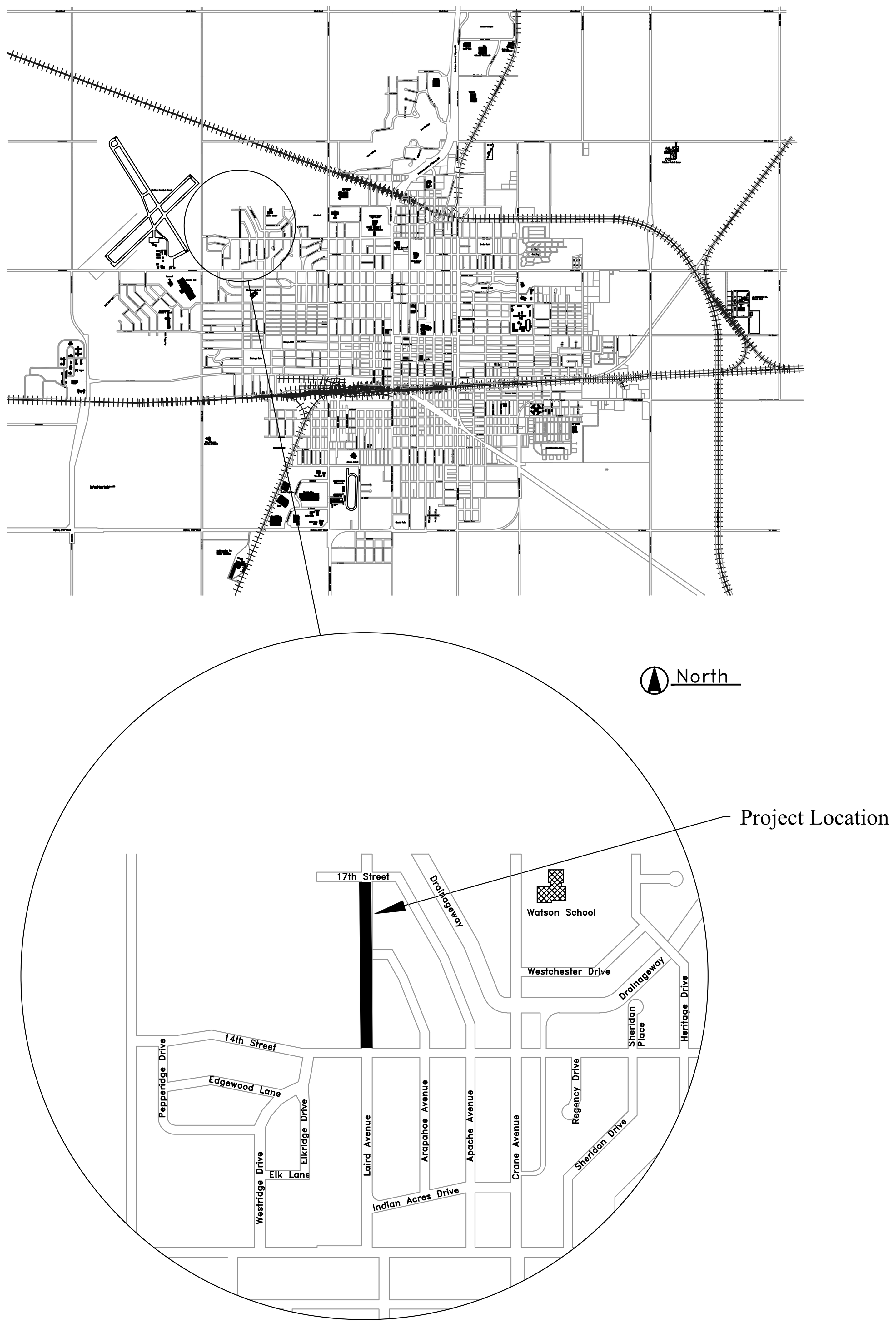
- This basic mixture is similar to the mix designed and used by the Nebraska Dept of Roads.
- A 'natural' look created by the variety of colors and textures of the various grasses, one to three feet tall.
- May be mowed two to three times per year for a more uniform look.
- Very quick establishment and erosion control; the oats start first and help establish the seed drill lines.
- Excellent persistence and winter-hardiness.
- Widely adapted to growing conditions across the state.
- Mixture can be adapted to the Nebraska panhandle with addition of Crested wheatgrass, and sandy areas with addition of Sand lovegrass. Wildflowers can be added for color.

Establishment

- Germination in 4-21 days; depending on temperature and moisture.
- Seeding rate: Approximately 65 lb. per acre. Based on appropriate PLS percentage of mix components.
- For best germination results, seeding should be done when soil temperatures are at least 40 degrees Fahrenheit. As with all newly seeded areas, good seed and soil contact, as well as adequate moisture, is required for successful germination and establishment.

LAIRD AVENUE = 14th Street to 17th Street

Project # SID 2022-3



CALL BEFORE YOU DIG
Go 1 Call
DIGGERS HOTLINE OF NEBRASKA
1-800-331-5666

INDEX OF SHEETS

NDOT STANDARD PLANS

SPECIAL PLAN C	CONCRETE WASHOUT AND CONSTRUCTION ENTRANCE
301-R12	PAVEMENT DETAILS
303-R3	CURB RAMP DETAILS
329-R11	8-16 INCH PAVEMENT DETAILS
920-R7	TRAFFIC CONTROL, CONSTRUCTION AND MAINTENANCE

LEGEND

Spot Elevation	Railroad Tracks
UP Utility Pole	Railroad Cross-Arm Base
Control Point - Nail Set	Sign
Control Point - Temporary Wood Hub Set	Light
Deciduous Tree	Telephone Box
Coniferous Tree	EJB Electrical Junction Box
Manhole	R.O.W. 1919.54 Right-of-Way Marker
Grate Inlet	1912 Contour Line
FH Fire Hydrant	Flowline
WV Water Valve	Easement Line
GV Gas Valve	Property Line
Fence	Limits of Construction

I, Lee T. Vrooman, am the Coordinating Professional on the Laird Avenue Paving project.

PROFESSIONAL CIVIL ENGINEER LEE T. VROOMAN E-1150 STATE OF NEBRASKA

Lee T. Vrooman 2/6/2023

HASTINGS CITY ENGINEER DATE

Know what's below. Call before you dig. 811

	Revision	By	Date	Ckd	App

Bench Mark Information	
Elev.	Remarks
	To Be Set Prior to Construction

HASTINGS ENGINEERING

Dir. of Engineering:
Checked By:
Drawn By: Brooks

FOR BID

Utilities Engineer:

Laird Avenue = 14th St. to 17th St.
Title Sheet

Project No.	Date:	Sheet No.
SID 2022-3	2-2023	1 of 8

Summary of Quantities / Details
Laird Ave. - 14th St. to 17th St.

GENERAL NOTES:

The embankment and subgrade shall be adjusted to conform to the lines and grades on the plans in accordance with Section 205 and 302 of the NDOT 2017 Standard State Specifications for Highway Construction and its supplements.
The upper six (6) inches of the subgrade shall be scarified, mixed and recompacted to the following compaction requirements:

Percent Density	Moisture Minimum	Requirements Maximum
95 Min.	Opt. -3%	Opt. +3%

Areas not meeting specified moisture density test requirements shall be removed and recompacted at the Contractor s expense.

All subgrade compaction and water necessary for subgrade construction shall be subsidiary to the unit bid price per square yard of pavement.

Backfilling, sawing control joints, keyway, tie bars, dowel pins, and rubberized joint sealant shall be considered subsidiary to the unit price per square yard of pavement and shall be built according to NDOT 2017 Standard Specifications for Highway Construction.

Contractor shall verify location (including depth or height) of all utilities before construction within the project area. Diggers Hotline = 1-800-331-5666

GENERAL NOTES:

1. All Concrete used on this project shall be 47B-3500 per specifications.
2. Any saw cutting needed for removal operations shall be considered subsidiary to the unit price of Remove Pavement.
3. All subgrade under concrete shall be compacted to 95% of standard Proctor Density at +-3% from optimum moisture.
4. All Excess Excavation shall be property of the City of Hastings and shall be disposed of at the direction of the Engineer.
5. Contractor shall preserve all existing Property Pins. Any disturbed or destroyed pins during the construction process shall be reset by a licensed surveyor at the expense of the Contractor.
6. Contractor shall be responsible for the development and implementation of an Erosion and Sediment Plan.
7. Contractor is responsible for preventing erosion and controlling sediment from leaving the site. Project disturbance is less than one acre and does not require a State SWPPP, however, Contractor is responsible for erosion and sediment control. This project drains to a sediment impaired water body. Any sediment observed leaving the site may result in fines.
8. Contractor to seed all areas that are disturbed during construction. Seed shall be a Type "B" NDOT approved mix on all vacant lots. Existing homeowners and adjacent lots with existing grass shall be allowed to specify which grass seed they prefer or elect to seed their portion privately. Contractor shall consult Engineer prior to ordering seed and mulch once owners have been consulted.
9. Hydromulch shall be used on this project to aid in erosion control measures.
10. Designated concrete wash-out area is required per Hastings City Code 42-107. This includes wash-out from concrete truck drum and chute.
11. Erosion and Sediment Control Line Item includes: Required concrete washout area with signage, construction entrances, temporary sediment trap or other acceptable and approved BMP's (following the contractors submitted erosion and sediment control plan) to control sediment from leaving the project, and the maintenance therof.
12. See Special Plan C for details on concrete wash-out and construction entrance.

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITIES	UNIT
1	Mobilization	1.0	L.S.
2	Remove Pavement	112.10	S.Y.
3	Remove Concrete Header	108.00	L.F.
4	Remove Sidewalk	191.00	S.F.
5	Build 8" P.C.C. Pavement w/integral curb 47B-3500	4561.32	S.Y.
6	Build 5" P.C.C. Sidewalk 47B-3500	765.00	S.F.
7	Adjust Manhole to Grade	4.00	Each
8	Adjust Valve Box to Grade	4.00	Each
9	Seeding, Type B including hydromulch	0.88	Acres
10	Erosion and Sediment Control	1.0	L.S.
11	Traffic Control and Maintenance Therof	1.0	L.S.
	* Alternate Bid: Build 5" P.C.C. Sidewalk 47B-3500	2586.0	S.F.

SUMMARY OF EARTHWORK

Calculated from cross section sheets.
A 1.3 compaction factor has been applied to all embankment quantities.

Total: = 2725.0 + 233 = 2958.0 CY Cut
\- 17.3 CY FIll

2940.7 CY of
Excess Excavation

LEE T. VROOMAN E-1159 STATE OF NEBRASKA

Lee T. Vrooman 2/6/2023

811 Know what's below. Call before you dig.

Revision	By	Date	Ckd	App

Bench Mark Information	
Elev.	Remarks
	To Be Set Prior to Construction

HASTINGS ENGINEERING

Dir. of Engineering:
Checked By:
Drawn By: Brooks

FOR BID

Utilities Engineer:

Laird Avenue - 14th St. to 17th St.
Summary of Quantities/Details

Project No.	Date:	Sheet No.
SID 2022-3	2-2023	2 of 8

REMOVE CONCRETE HEADER		
Station to Station	Side	Lin. Ft.
6+39.29 to 6+75.29	RT	36.0
11+28.81	LT & RT	36.0

REMOVE PAVEMENT		
Station to Station	Side	Sq. Yds.
11+28.81 to 11+50.5	RT	14.2

REMOVE SIDEWALK		
Station to Station	Side	Sq. Ft.
6+24 to 6+28	RT	64.0

BUILD 8" P.C.C. PAVEMENT 47B-3500		
Station to Station	Side	Sq. Yds.
6+19.29 to 6+95.29	LT & RT	403.12
6+95.29 to 11+28.81	LT & RT	1734.1
11+28.81 to 11+50.5	RT	14.2

BUILD 5" P.C.C. SIDEWALK 47B-3500		
Station to Station	Side	Sq. Ft.
6+24.5 to 6+39.5	RT	176.0
6+75.2 to 6+90	RT	201.0
11+35.9 to 11+48.7	RT	139.0

ALTERNATE: BUILD 5" P.C.C. SIDEWALK 47B-3500		
Station to Station	Side	Sq. Ft.
6+90 to 8+71.7	RT	728.0
10+36.4 to 11+35.9	RT	400.0

ADJUST MANHOLE TO GRADE		
Station to Station	Side	Each
6+57.3	CL	1.0
Approx. 9+00	CL	1.0

SEEDING, TYPE B		
Station to Station	Side	Acres
6+19.29 to 11+28.81	LT & RT	0.4

NOTE:
1. Sidewalk shall meet ADA requirements for sidewalk construction. The City of Hastings shall supply panels to contractor. Contractor to install detectable warning panels. Installation of panels shall be subsidiary to the unit price of Build 5" Sidewalk.
2. Construction of Alternate bid for Build 5" Sidewalk shall be determined after bid opening and consulting with property owners.

ADJUST VALVE BOX TO GRADE		
Station to Station	Side	Each
11+39.2	RT	1.0
11+42.5	RT	1.0

CITY OF HASTINGS,
ENGINEERING DEPT.

Project	Laird Ave. - 14th St. to 17th St.
Proj. No.	SID 2022-3
Description	Plan and Profile Construction Sheet
Design By: B.B.	Date: 2/2023
Drawn By: B.B.	Approved By:
Contractor:	Drn. No.: 4 of 8

REMOVE CONCRETE HEADER		
Station to Station	Side	Lin. Ft.
0+37.75	LT & RT	36.0

REMOVE PAVEMENT		
Station to Station	Side	Sq. Yds.
0+18.07 to 0+37.75	LT & RT	97.9

REMOVE SIDEWALK		
Station to Station	Side	Sq. Ft.
0+20.8 to 0+35.5	RT	127.0

BUILD 8" P.C.C. PAVEMENT 47B-3500		
Station to Station	Side	Sq. Yds.
0+18.07 to 0+37.75	LT & RT	97.9
0+37.75 to 6+19.29	LT & RT	2326.2

BUILD 5" P.C.C. SIDEWALK 47B-3500		
Station to Station	Side	Sq. Ft.
0+20.8 to 0+35.5	RT	127.0
0+20.8 to 0+35.5	LT	122.0

ADJUST MANHOLE TO GRADE		
Station to Station	Side	Each
0+29.35	CL	1.0
Approx. 3+50	CL	1.0

ADJUST VALVE BOX TO GRADE		
Station to Station	Side	Each
0+32.3	30.7' RT	1.0
0+33.8	31.8' RT	1.0

ALTERNATE: BUILD 5" P.C.C. SIDEWALK 47B-3500		
Station to Station	Side	Sq. Ft.
0+35.5 to 2+30	RT	778.0
4+55 to 6+24.5	RT	680.0

NOTE:
1. Sidewalk shall meet ADA requirements for sidewalk construction. The City of Hastings shall supply panels to contractor. Contractor to install detectable warning panels. Installation of panels shall be subsidiary to the unit price of Build 5" Sidewalk.
2. Construction of Alternate bid for Build 5" Sidewalk shall be determined after bid opening and consulting with property owners.

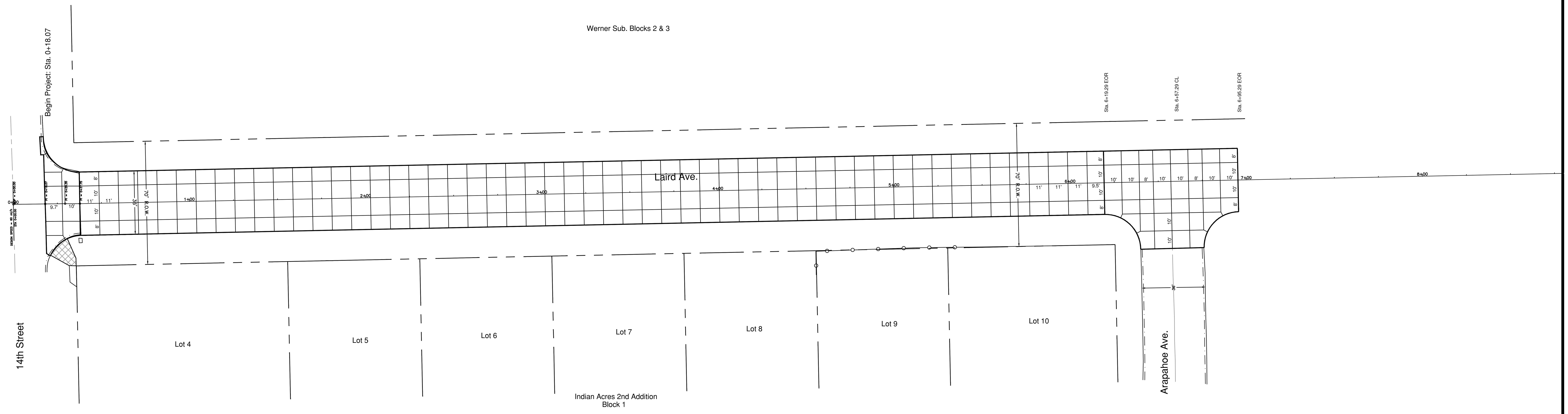
SEEDING, TYPE B		
Station to Station	Side	Acres
0+18.07 to 6+19.29	LT & RT	0.48

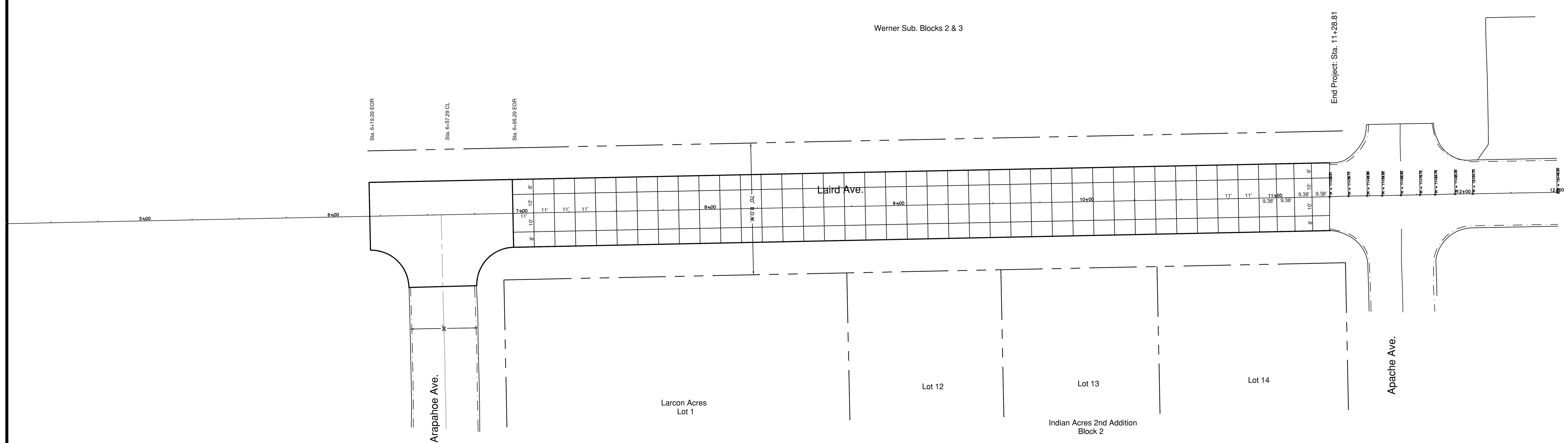
PROFESSIONAL CIVIL ENGINEER
LEE T. VROOMAN
E-1159
STATE OF NEBRASKA

Lee T. Vrooman 2/6/2023

CITY OF HASTINGS,
ENGINEERING DEPT.

Project: Laird Ave. - 14th St. to 17th St.		
Proj. No.: SID 2022-3		
Description: Plan and Profile Construction Sheet		
Design By: B.B.	Date: 2/2023	Contractor:
Drawn By: B.B.	Approved By:	Drn. No.: 3 of 8





LEE T. VROOMAN
E-1159
Lee T. Vrooman 2/6/2023

811 Know what's below. Call before you dig.

Revision	By	Date	Ckd	App

Bench Mark Information	
Elev.	Remarks
	To Be Set Prior to Construction

HASTINGS ENGINEERING

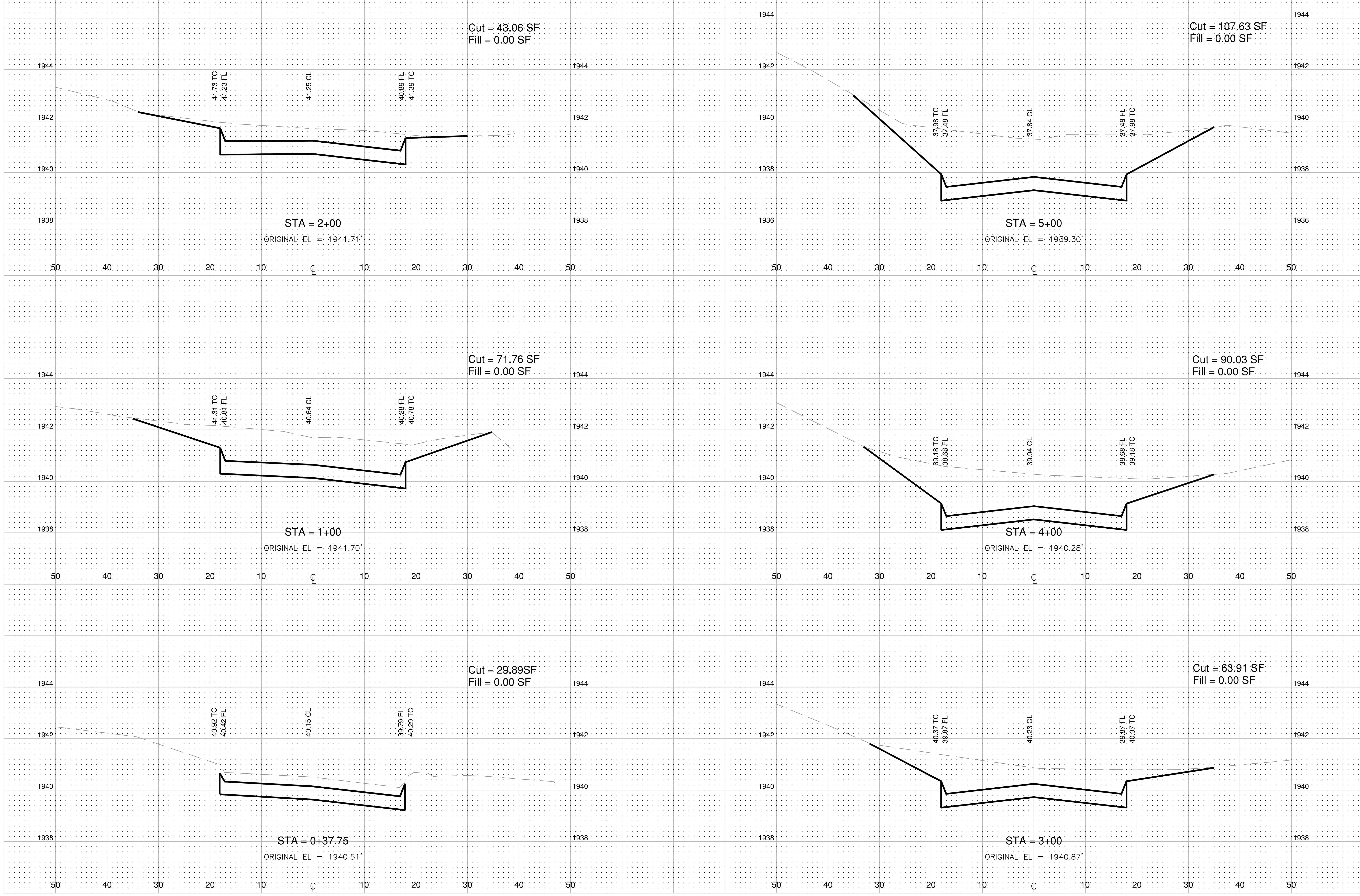
Dir. of Engineering:
Checked By:
Drawn By: Brooks

FOR BID

Utilities Engineer:

Laird Avenue - 14th St. to 17th St.
Joint Detail

Drawing No.	Date:	Sheet No.
CH 2023-04	2-2023	5 of 8

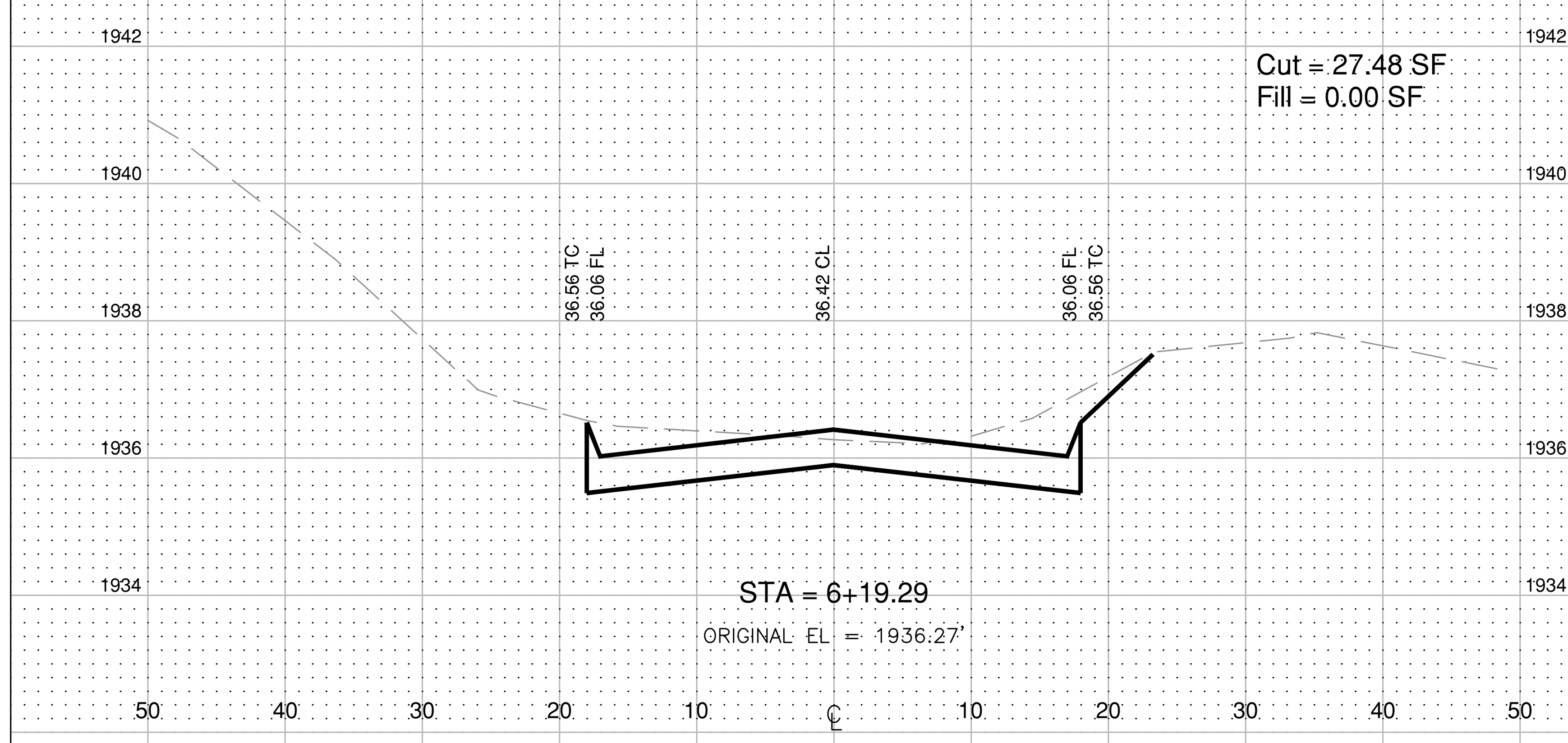


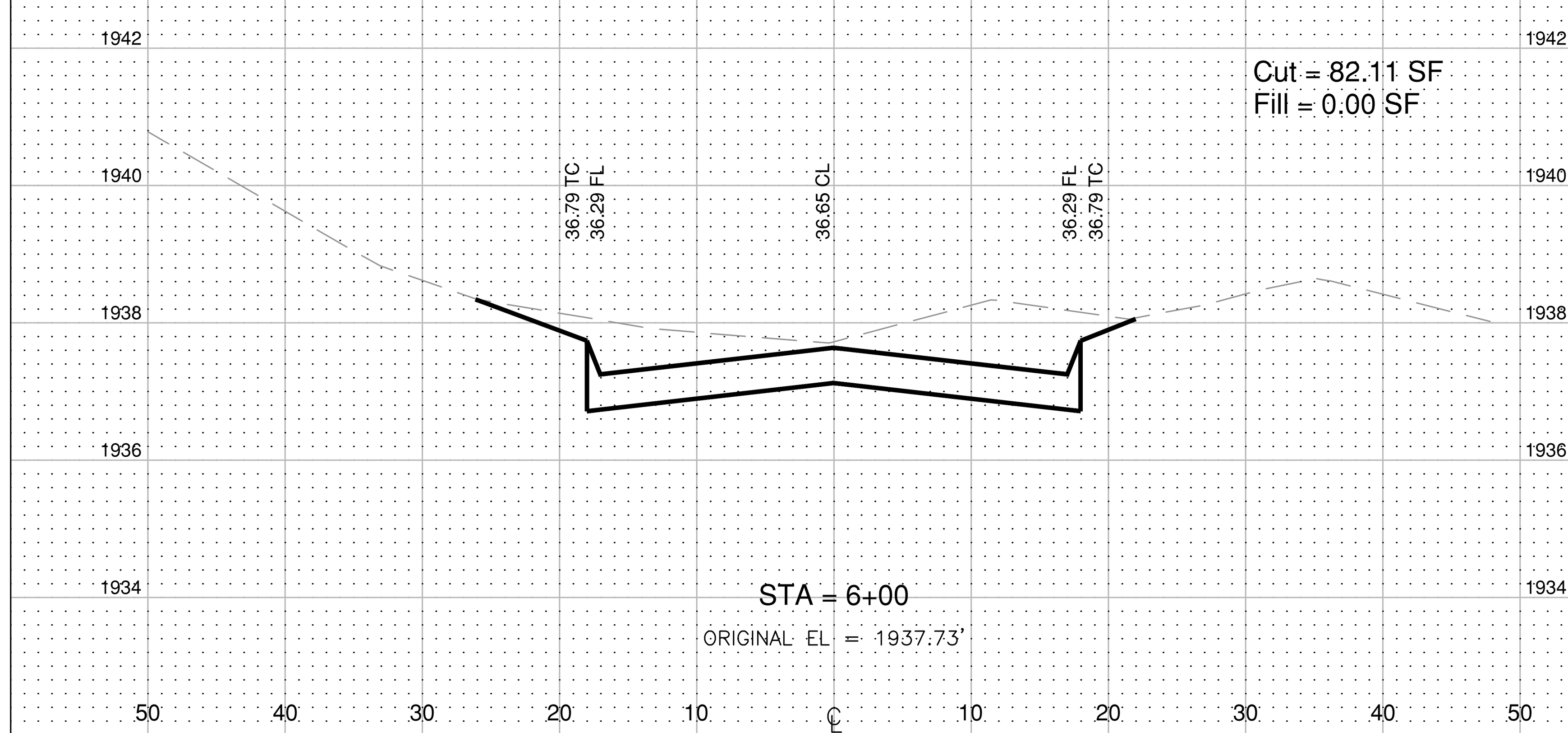
Lee T. Vrooman 2/6/2023

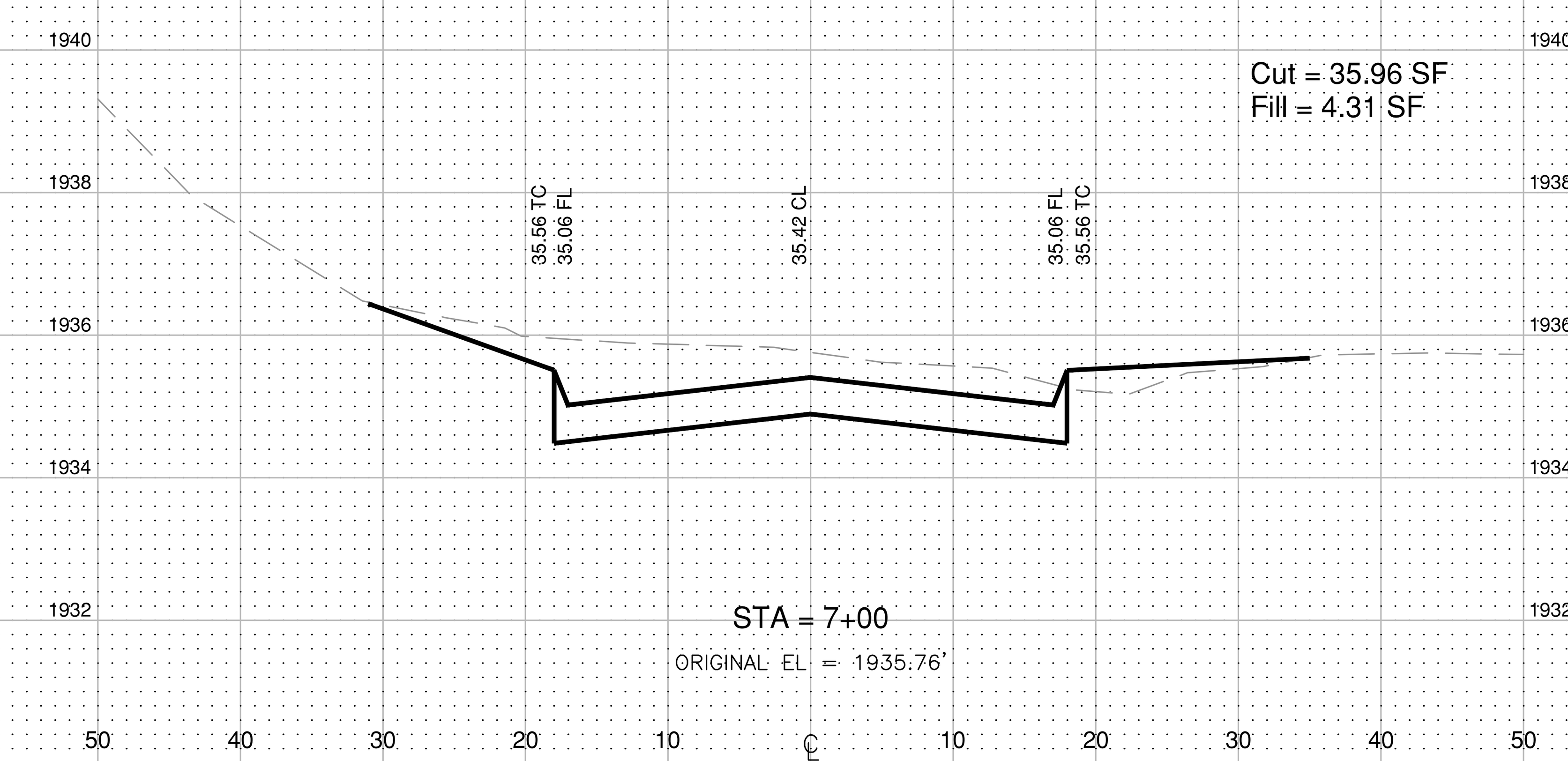
CITY OF HASTINGS,
ENGINEERING DEPT.

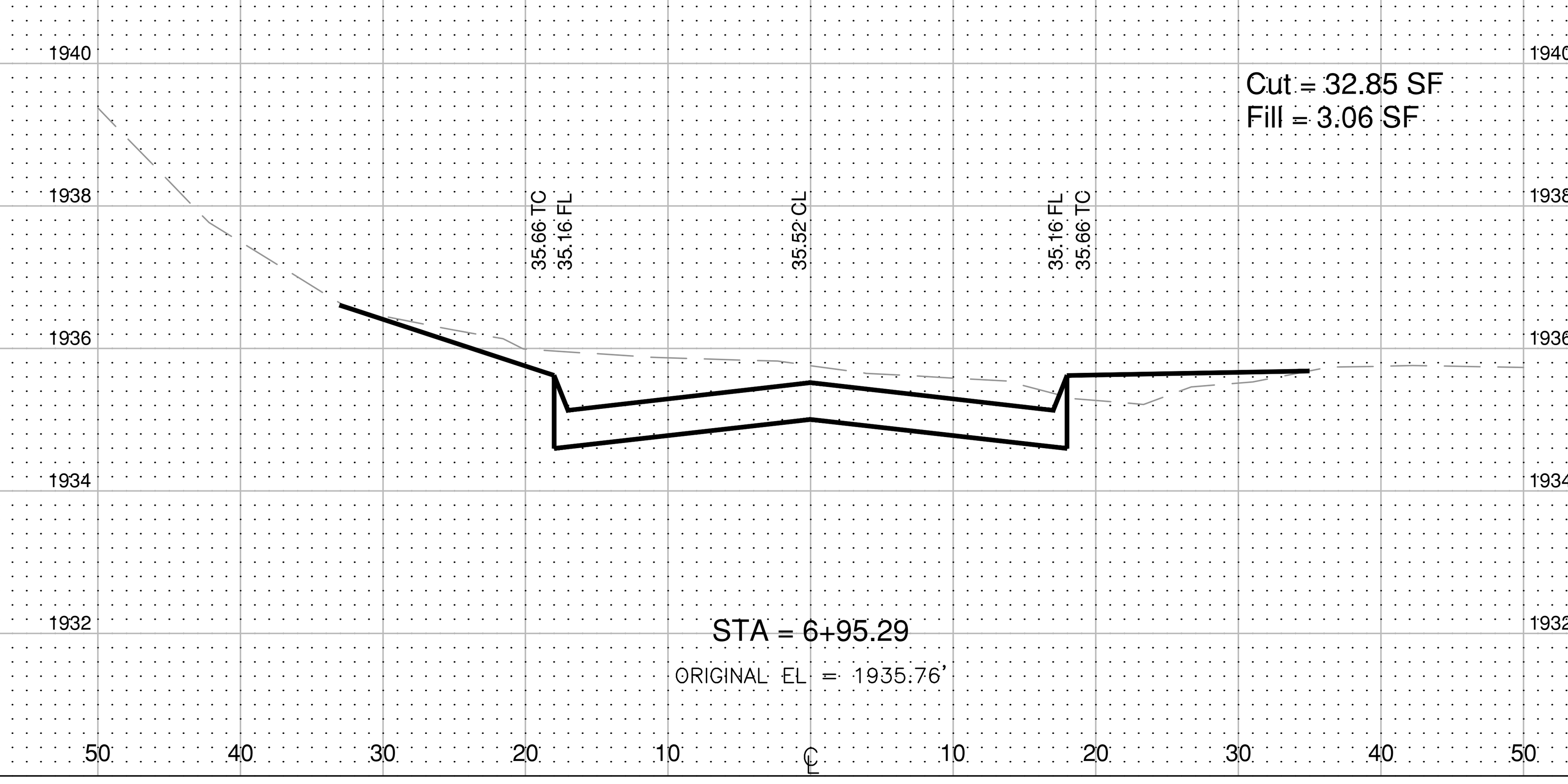
Project	Laird Ave. - 14th St. to 17th St.
Proj. No.	CH 2023-04
Description	Cross Sections

Design By: B.B.	Date: 2/2023	Contractor:
Drawn By: B.B.	Approved By:	Drn. No.: 6 of 8









Lee T. Vrooman 2/6/2023

CITY OF HASTINGS,
ENGINEERING DEPT.

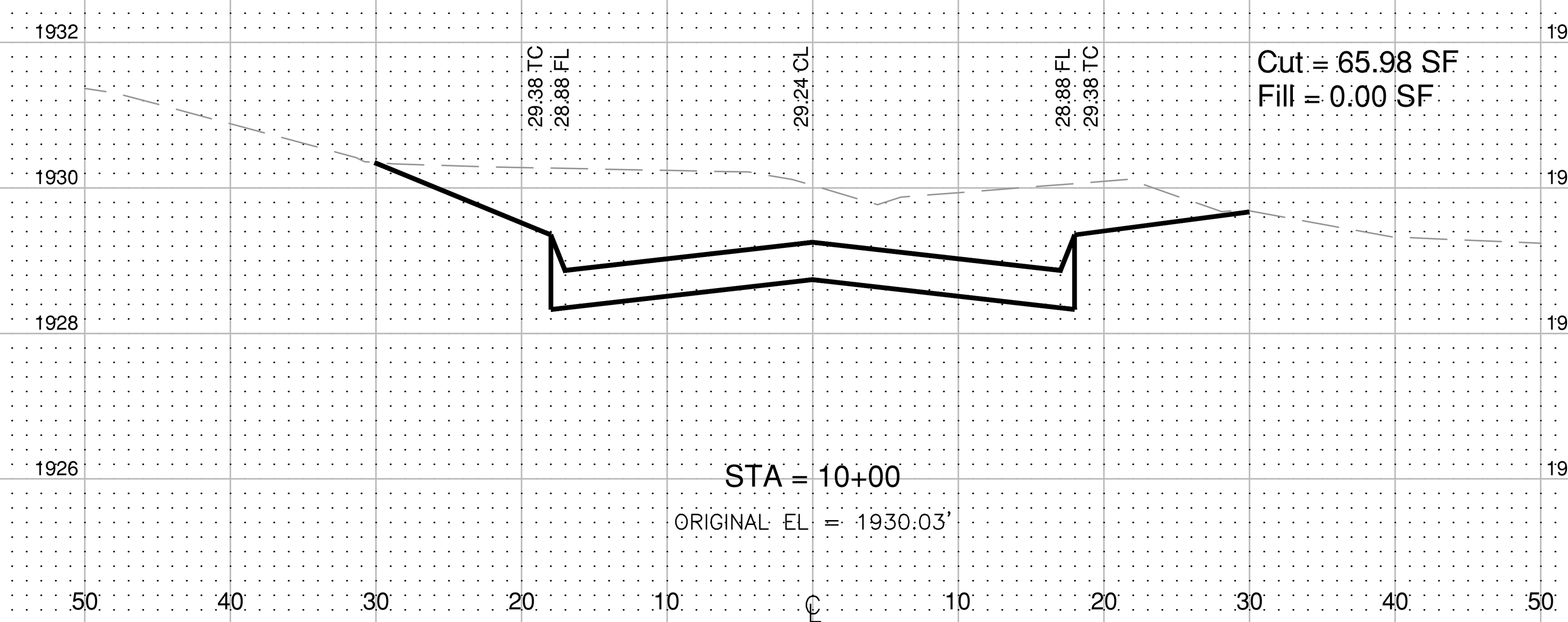
Project: Laird Ave. - 14th St. to 17th St.		
Proj. No.: CH 2023-04		
Description: Cross Sections		
Design By: B.B.	Date: 2/2023	Contractor:
Drawn By: B.B.	Approved By:	Drw. No.: 7 of 8

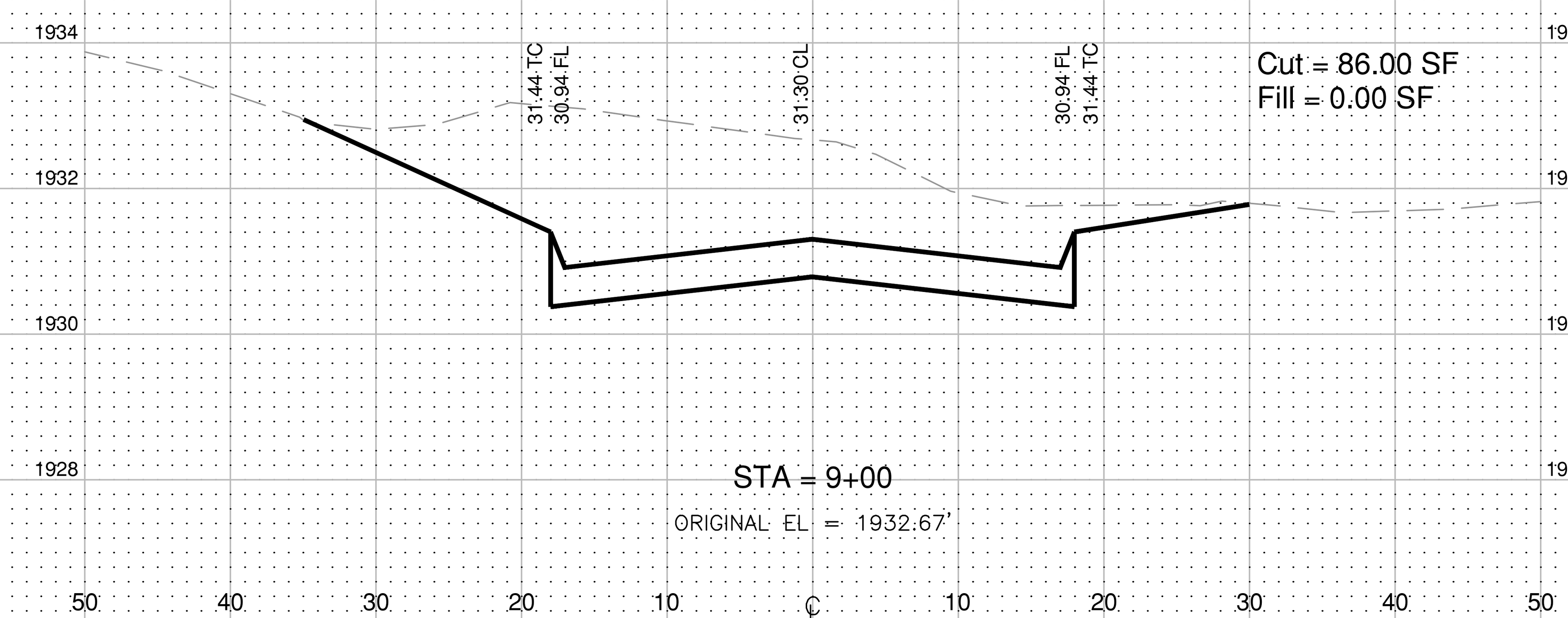
Dirt Quantities: 2725.0 + *233 (additional 2") = 2958 CY Cut
17.3 CY Fill

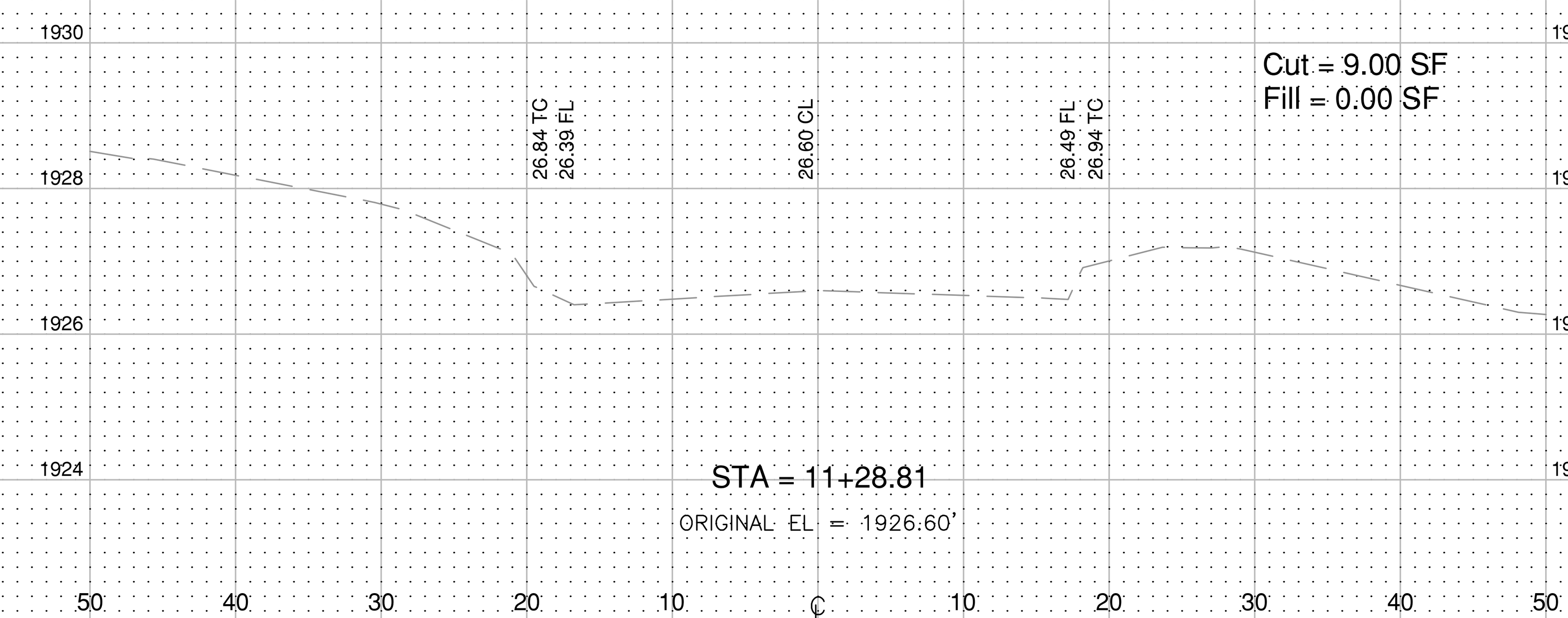
Total 2940.7 CY of Excess Excavation

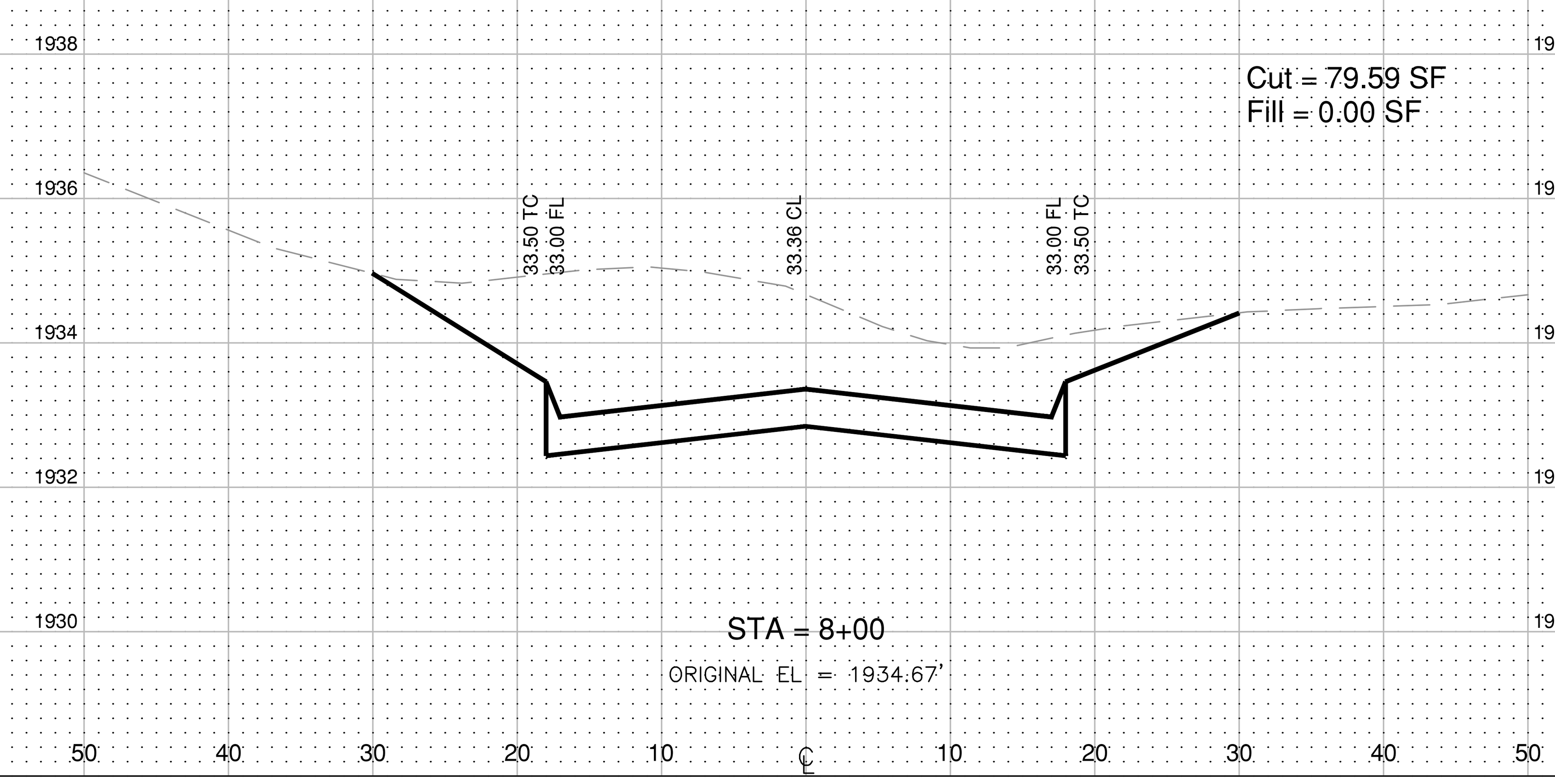
NOTE:

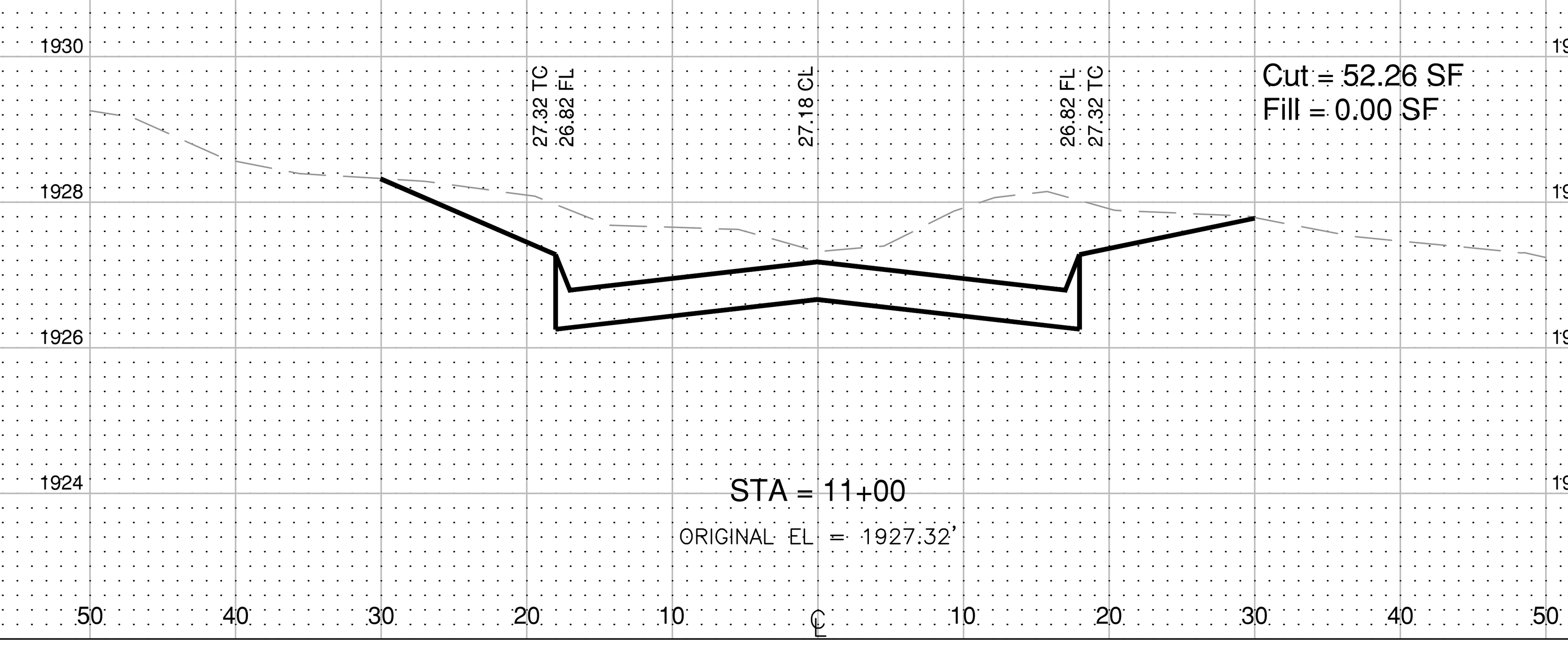
1. All Excess Excavation shall be property of the City of Hastings and shall be disposed at a site to be determined by Engineer.
2. A Compaction Factor of 1.3 has been applied to all embankment quantities.
* 3. Original dirt quantities were calculated using a 6" paving thickness. It was determined to increase the thickness to 8". An additional 233 C.Y. will be added to the original quantity to account for this change.











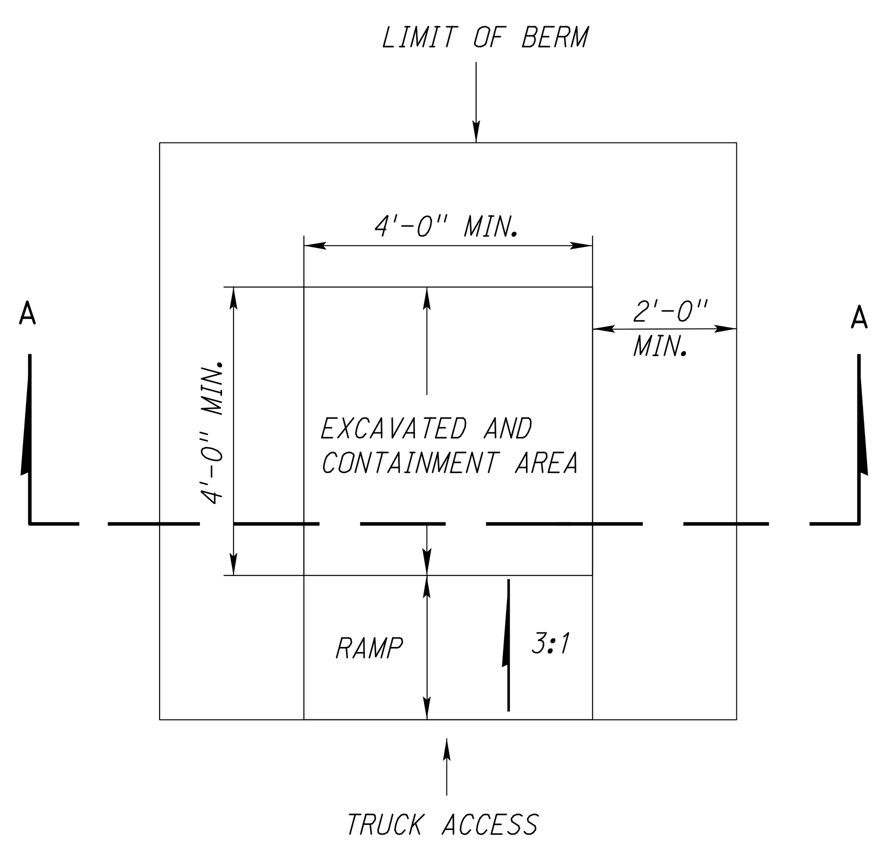
Lee T. Vrooman 2/6/2023

CITY OF HASTINGS, ENGINEERING DEPT.

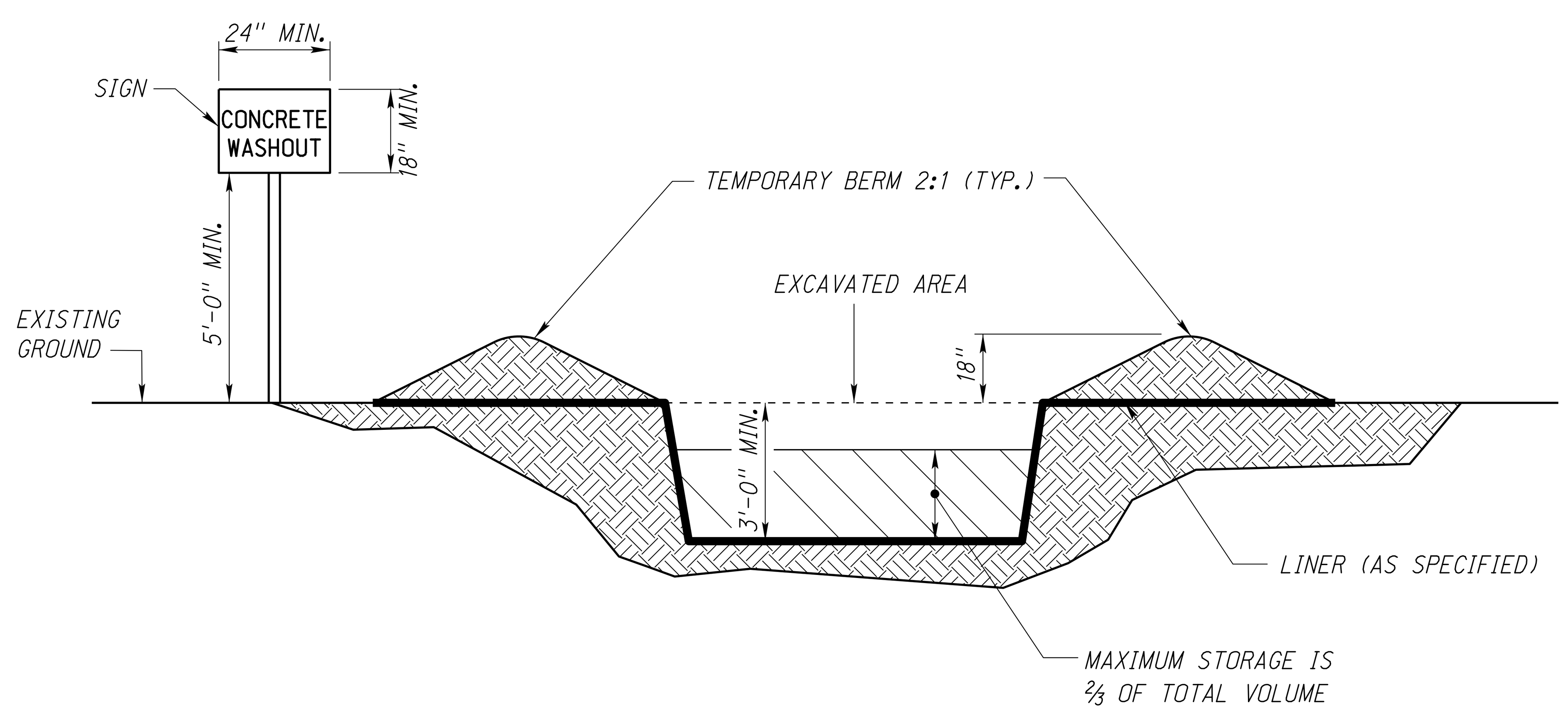
Project: Laird Ave. - 14th St. to 17th St.		
Proj. No.: CH 2023-04		
Description: Cross Sections		
Design By: B.B.	Date: 2/2023	Contractor
Drawn By: B.B.	Approved By	Drn. No. 8 of 8

PROJECT NO.	SHEET NO.

C.N.



PLAN VIEW



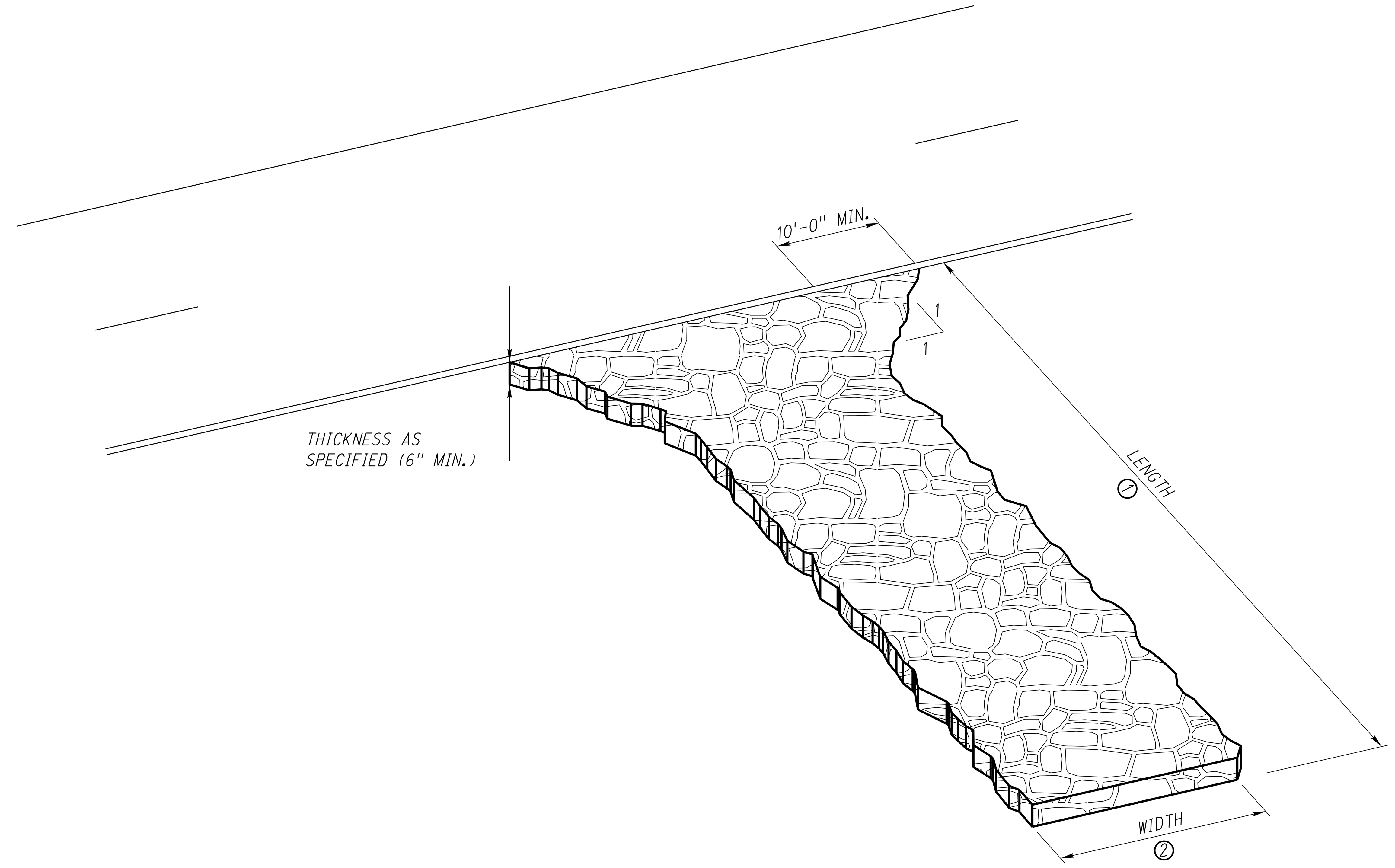
SECTION A-A

NOTES:
EROSION BALES MAY BE USED AS AN ALTERNATIVE FOR THE BERM AREA, EXCEPT AT THE OPENING.

THE CONCRETE WASHOUT SIGN SHALL HAVE LETTERS AT LEAST 3 INCHES HIGH.

STRUCTURE MUST BE LINED WITH MATERIAL NOTED IN SPECIAL PROVISIONS.

CONCRETE WASHOUT STRUCTURE



NOTES:

REMOVE VEGETATION AND EXCAVATE SOFT SOILS FROM EXIT AREA. THOROUGHLY COMPACT SUBGRADE PRIOR TO PLACING STONE.

INSTALL CULVERT UNDER EXIT IF NECESSARY TO MAINTAIN DRAINAGE.

GRADE EXIT TO PREVENT RUNOFF FROM FLOWING ONTO STREET. DIRECT ALL RUNOFF FROM EXIT TO A SEDIMENT RETENTION DEVICE.

WHEN SPECIFIED, INSTALL SUBGRADE STABILIZATION FABRIC PRIOR TO PLACING CRUSHED STONE.

INSTALL LAYER OF CRUSHED STONE TO THE THICKNESS (6 INCH MINIMUM) AND DIMENSIONS SPECIFIED.

① EXIT LENGTH: 30 FT. MINIMUM OR AS SPECIFIED. LENGTH OF EXIT MAY BE INCREASED IF SEDIMENT TRACK-OUT OCCURS.

② EXIT WIDTH: 20 FT. MINIMUM.

STABILIZED CONSTRUCTION EXIT

PROFESSIONAL LANDSCAPE ARCHITECT RONALD E. POE L.A. 275 REGISTERED STATE OF NEBRASKA

CONCRETE WASHOUT & CONSTRUCTION EXIT

SHEET 1 OF 1

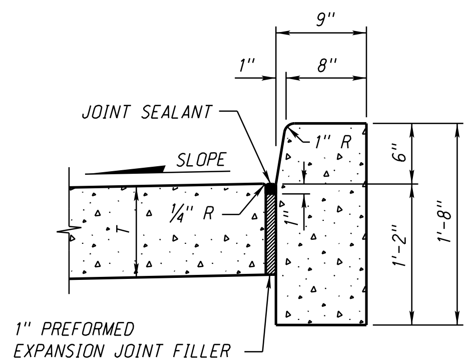
SPECIAL PLAN C

ROADWAY DESIGN DIVISION

Computer: NDOTDESIGN134

Date: 06-JUL-2021 09:11

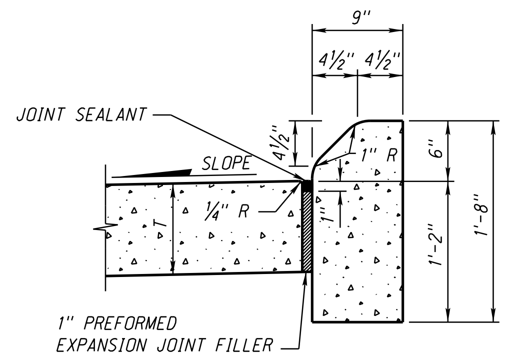
File: 51011e00.dgn 51011e00
SHEET 1 OF 1



CONCRETE BARRIER CURB *

QUANTITIES

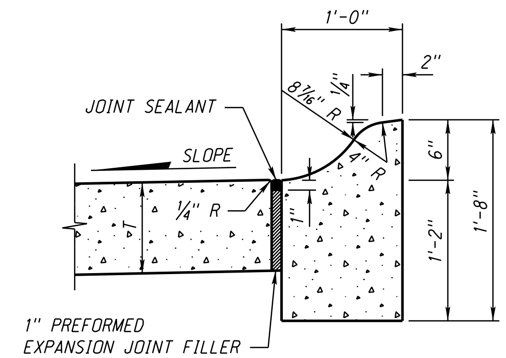
CONCRETE 4.55 CU. YDS./STA.
AREA 1.228 SQ. FT.



CONCRETE MEDIAN CURB *

QUANTITIES

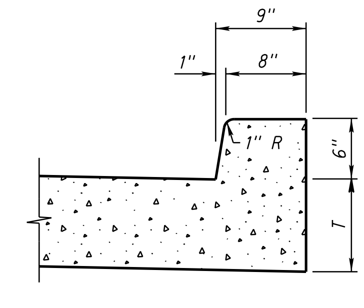
CONCRETE 4.42 CU. YDS./STA.
AREA 1.192 SQ. FT.



CONCRETE CURB, TYPE I *

QUANTITIES

CONCRETE 5.22 CU. YDS./STA.
AREA 1.408 SQ. FT.



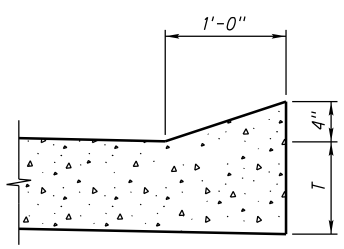
NOTE: MAY BE USED WHEN T IS LESS THAN 1 FOOT.

INTEGRAL CONCRETE BARRIER CURB

QUANTITIES

CONCRETE 1.33 CU. YDS./STA.
AREA 0.359 SQ. FT.

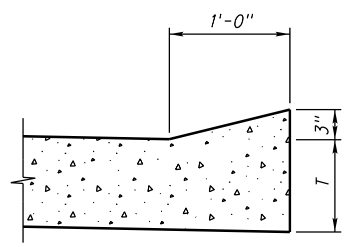
NOTE: * ONE INCH PREFORMED EXPANSION JOINT FILLER SHALL BE PLACED AT INTERVALS OF NOT MORE THAN 100 FEET THRU CONCRETE BARRIER CURB, CONCRETE MEDIAN CURB, AND CONCRETE CURB, TYPE I.



INTEGRAL CONCRETE SLOPING CURB

QUANTITIES

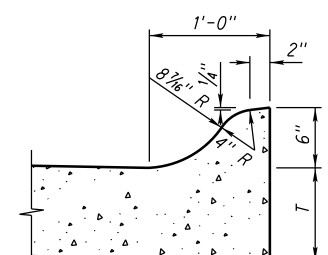
CONCRETE 0.62 CU. YDS./STA.
AREA 0.167 SQ. FT.



INTEGRAL CONCRETE SLOPING CURB

QUANTITIES

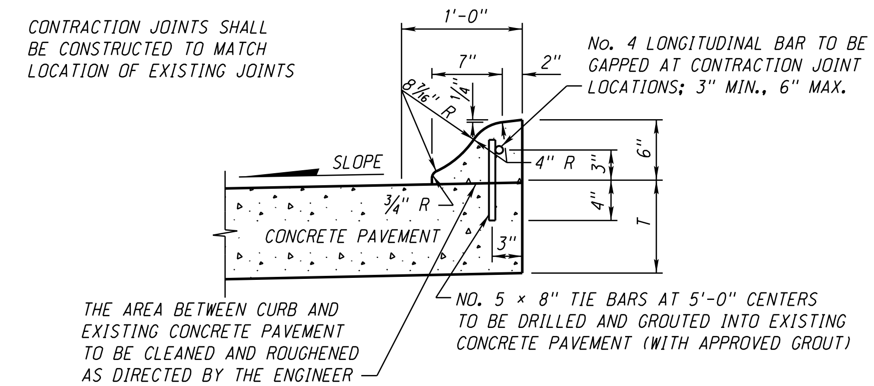
CONCRETE 0.46 CU. YDS./STA.
AREA 0.123 SQ. FT.



INTEGRAL CONCRETE CURB

QUANTITIES

CONCRETE 0.89 CU. YDS./STA.
AREA 0.239 SQ. FT.

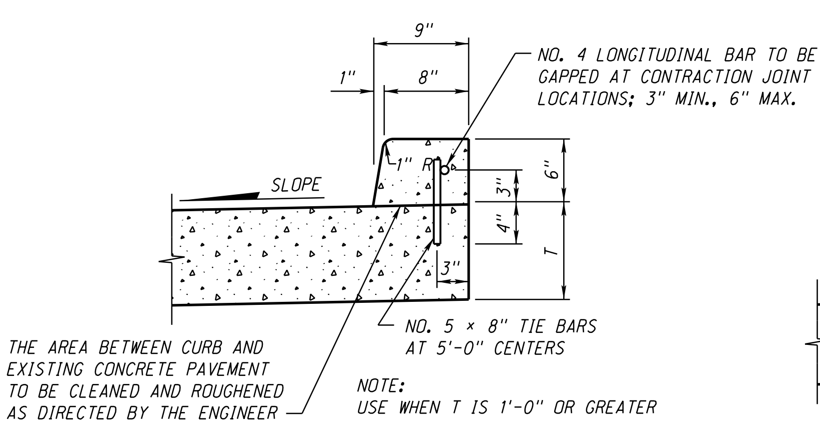


CONCRETE CURB, TYPE II

QUANTITIES

CONCRETE 0.87 CU. YDS./STA.
AREA 0.234 SQ. FT.

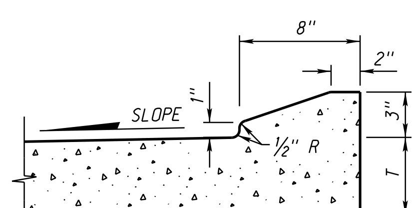
NOTE: T = PAVEMENT THICKNESS



CONCRETE BARRIER CURB ALTERNATE

QUANTITIES

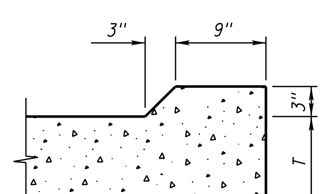
CONCRETE 1.33 CU. YDS./STA.
AREA 0.359 SQ. FT.



INTEGRAL CONCRETE TRUCK APRON CURB

QUANTITIES

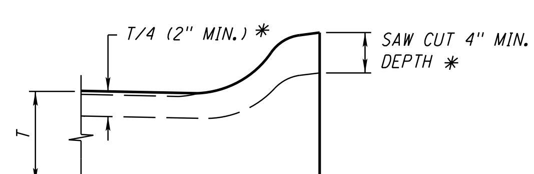
CONCRETE 0.47 CU. YDS./STA.
AREA 0.127 SQ. FT.



EROSION CONTROL CURB

QUANTITIES

CONCRETE 0.81 CU. YDS./STA.
AREA 0.219 SQ. FT.



CONTRACTION JOINT THRU CURB

* FOR NON-INTEGRAL CURB THE CONTRACTION JOINTS MAY BE MADE WITH A DOUBLE EDGER WHILE THE CONCRETE IS STILL PLASTIC.

REV. NO.	DATE	DESCRIPTION OF REVISION
R12	JAN 18	NDOR BORDER TO NDOT BORDER
R11	JUL 15	ADDED TRUCK APRON CURB
R10	FEB 09	MULTIPLE REVISIONS

NEBRASKA DEPARTMENT OF TRANSPORTATION
STANDARD PLAN NO. 301-R12

PAVEMENT DETAILS

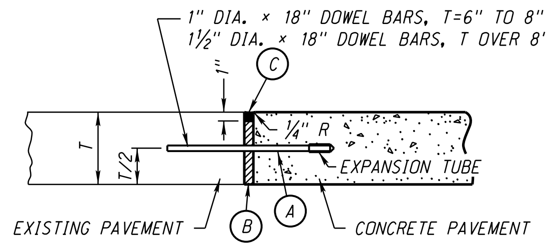
ACCEPTED BY FHWA FOR USE ON THE NATIONAL HIGHWAY SYSTEM:

PROFESSIONAL CIVIL ENGINEER
MICHAEL H. OWEN
E-6515
STATE OF NEBRASKA

DATE

ORIGINAL:
JANUARY 31, 1974
DATE

ROADWAY DESIGN DIVISION



(A) GREASE DOWEL BAR ON EXPANSION TUB SIDE

(B) 1" PREFORMED EXPANSION JOINT FILLER

(C) JOINT SEALANT

NOTES:

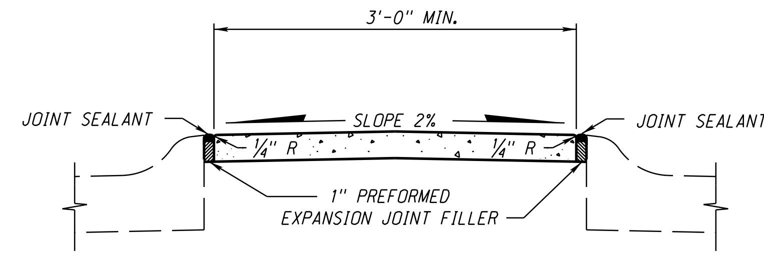
DOWEL BARS SHALL BE DRILLED TO A DEPTH OF 8" INTO EXISTING PAVEMENT AND GROUTED.

DOWEL BARS SHALL BE PLACED AT 1 FOOT CENTERS. THE OUTSIDE DOWEL BAR SHALL BE PLACED 6" FROM THE EDGE OF THE PAVEMENT.

THIS JOINT SHALL BE CONSTRUCTED TRANSVERSE TO THE ROADWAY WHERE THE NEW CONCRETE ABUTS THE EXISTING CONCRETE.

DOWEL BARS SHALL BE PLACED PARALLEL TO THE ROADWAY ℄ AND TO THE ROAD BED.

EXPANSION JOINT (SUBSIDIARY)



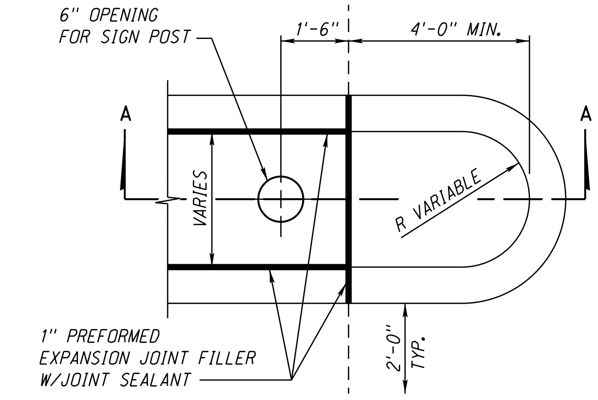
CONCRETE MEDIAN SURFACING

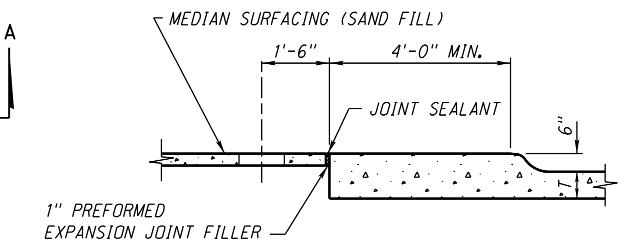
ONE INCH PREFORMED EXPANSION JOINT FILLER SHALL BE PLACED ACROSS THE FULL WIDTH OF THE MEDIAN SURFACING AT INTERVALS OF NOT MORE THAN 49 FEET.

LONGITUDINAL JOINTS ONE INCH DEEP SHALL BE MADE IN ALL MEDIANS WHEN SURFACING WIDTH IS 16 FEET OR GREATER.

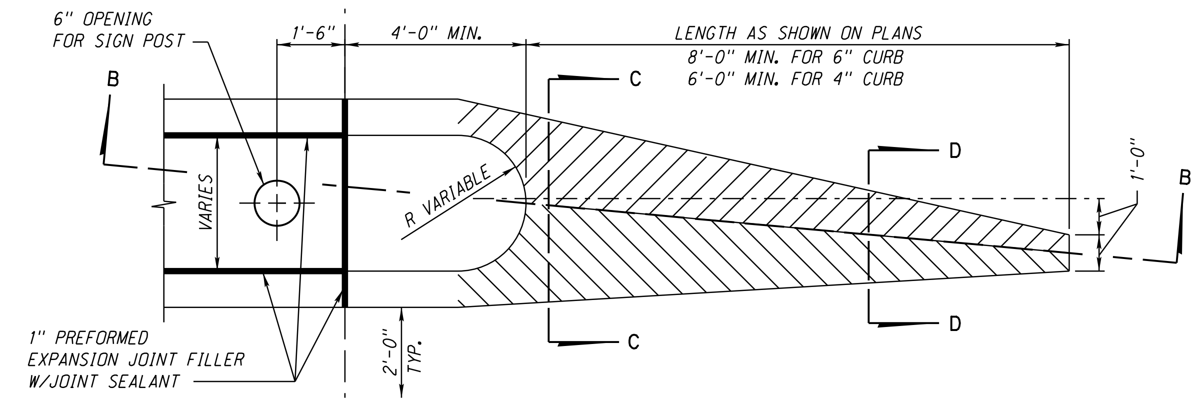
TRANSVERSE JOINTS ONE INCH DEEP SHALL BE MADE IN ALL MEDIANS AT INTERVALS OF NOT MORE THAN 8 FEET.

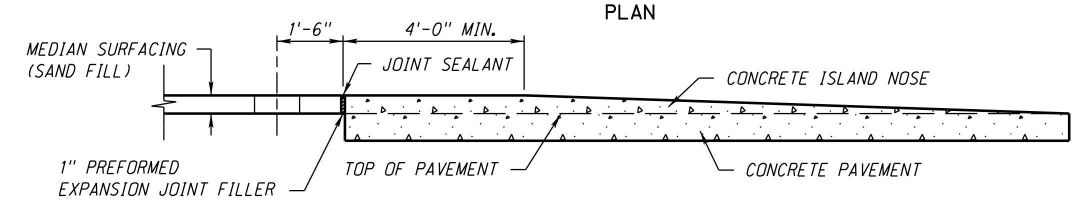
TRANSVERSE AND LONGITUDINAL JOINTS SHALL NOT BE FILLED.



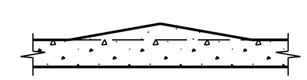


END OF MEDIAN ISLAND

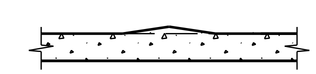




SECTION B-B



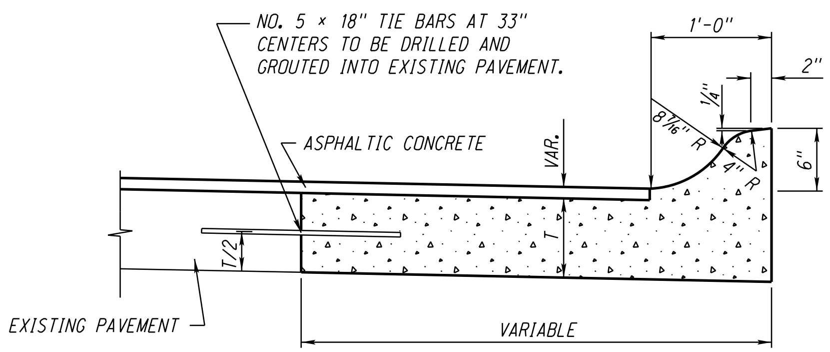
SECTION C-C



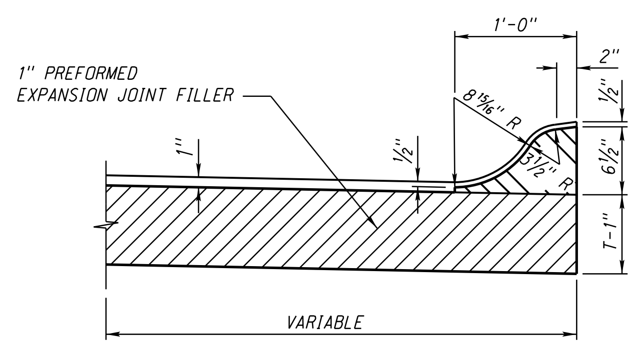
SECTION D-D

CONCRETE ISLAND NOSE

NOTE:
EXISTING CONCRETE PAVEMENT IS TO BE REMOVED TO BUILD CONCRETE ISLAND NOSE.



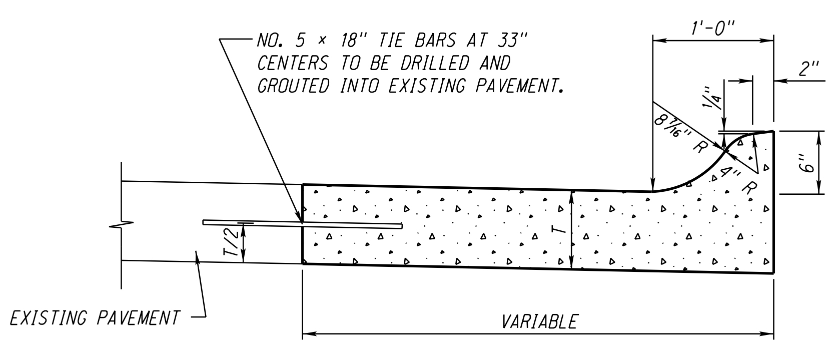
CONCRETE BASE COURSE W/INTEGRAL CURB



ONE INCH PREFORMED EXPANSION JOINT FILLER SHALL BE PLACED AT INTERSECTION RETURNS AND WHERE SHOWN ON THE PLANS. TRANSVERSE JOINTS SHALL BE PLACED EVERY 8 FEET OR WHERE SHOWN ON THE PLANS.

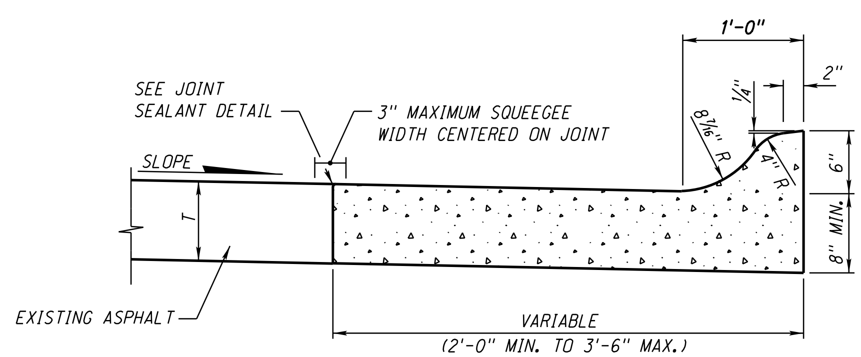
NOTE:
RECESS THE EXPANSION JOINT FILLER 1/2" FROM THE TOP SURFACE OF THE CURB UNDER CONSTRUCTION

DETAIL FOR CUTTING & PLACEMENT OF EXPANSION JOINT FILLER



THE FOLLOWING NOTE IS TYPICAL FOR CONCRETE BASE COURSE WITH INTEGRAL CURB AND CONCRETE PAVEMENT WIDENING: CONTRACTION AND EXPANSION JOINTS SHALL BE CONSTRUCTED TO MATCH LOCATIONS OF EXISTING JOINTS.

CONCRETE PAVEMENT WIDENING

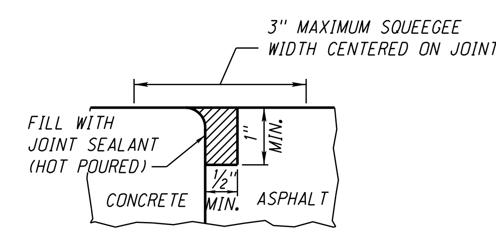


COMBINATION CONCRETE CURB & GUTTER

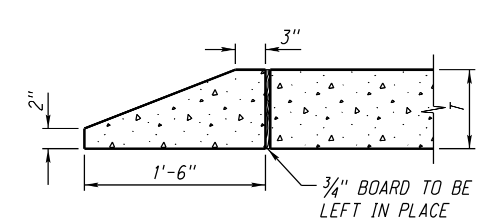
NOTE:

TRANSVERSE JOINTS SHALL BE PLACED EVERY 8 FEET AND JOINTS SHALL BE PLACED AT EACH HEADER, 2-NO. 5 × 18" TIE BARS ARE TO BE USED.

PLACE 1" PREFORMED EXPANSION JOINT FILLER AND SEAL AT THE RETURN OF RADIUS AT INTERSECTIONS.



JOINT SEALANT DETAIL



CONCRETE HEADER

NOTE: T = PAVEMENT THICKNESS

REV. NO.	DATE	DESCRIPTION OF REVISION
R12	JAN 18	NDOR BORDER TO NDOT BORDER
R11	JUL 15	ADDED TRUCK APRON CURB
R10	FEB 09	MULTIPLE REVISIONS

NEBRASKA DEPARTMENT OF TRANSPORTATION
STANDARD PLAN NO. 301-R12

PAVEMENT DETAILS

ACCEPTED BY FHWA FOR USE ON THE NATIONAL HIGHWAY SYSTEM:

DATE

PROFESSIONAL CIVIL ENGINEER
MICHAEL H. OWEN
E-6515
STATE OF NEBRASKA

ORIGINAL:
JANUARY 31, 1974
DATE

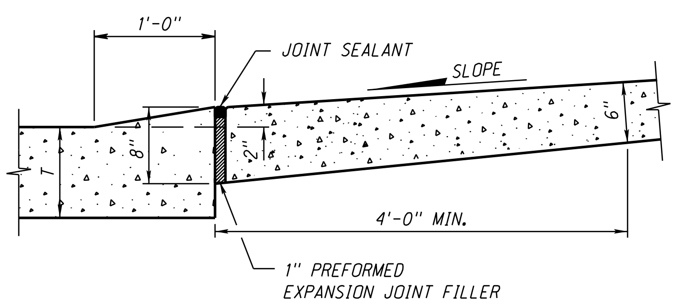
2
3

Computer: NDOTDESIGN134

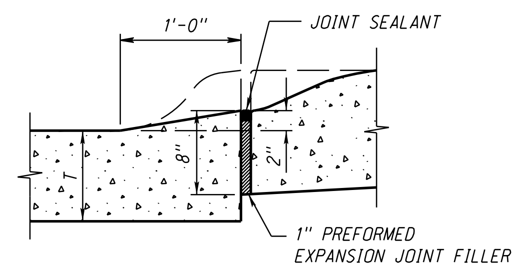
Date: 25-JAN-2019 13:33

File: 30100e12.dgn
Scale: 1:200

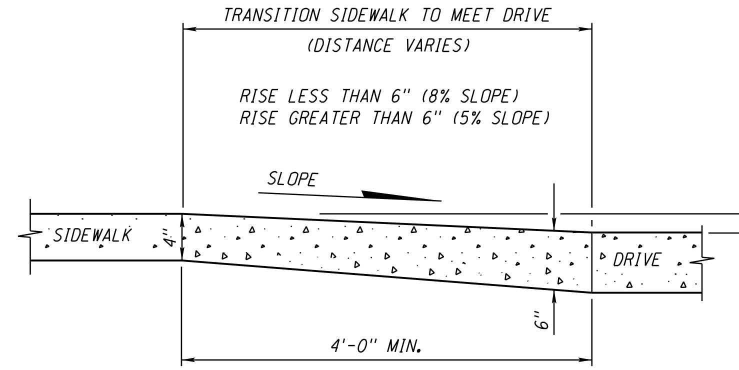
ROADWAY DESIGN DIVISION



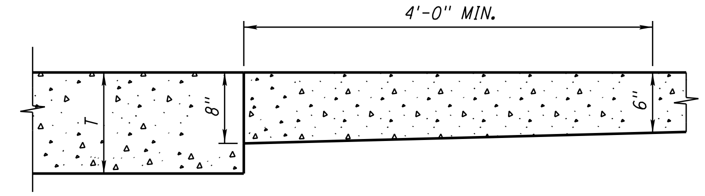
SECTION E-E



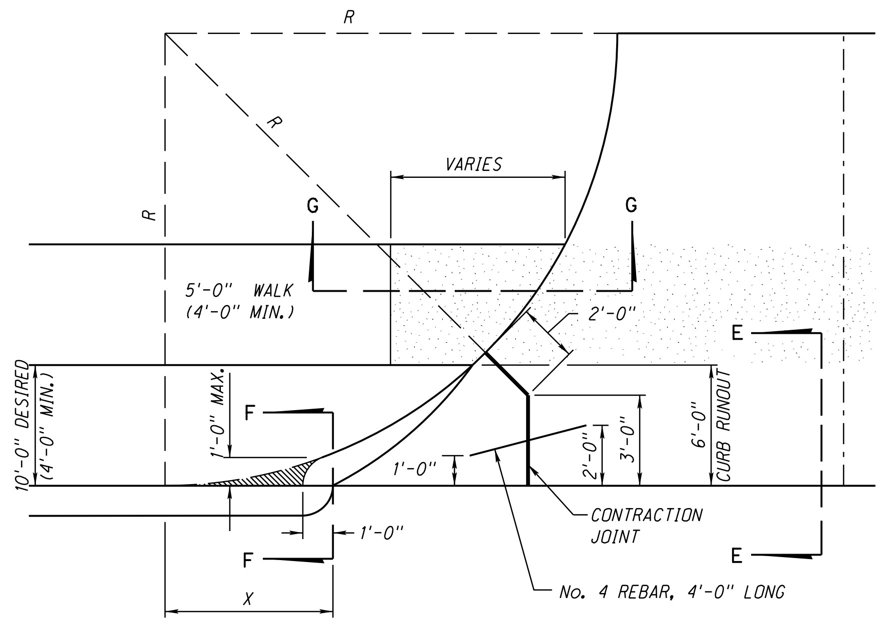
SECTION F-F



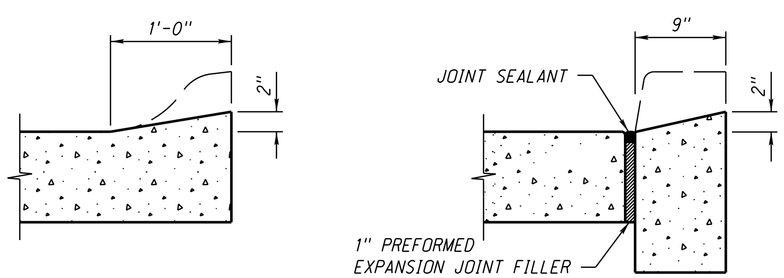
SECTION G-G



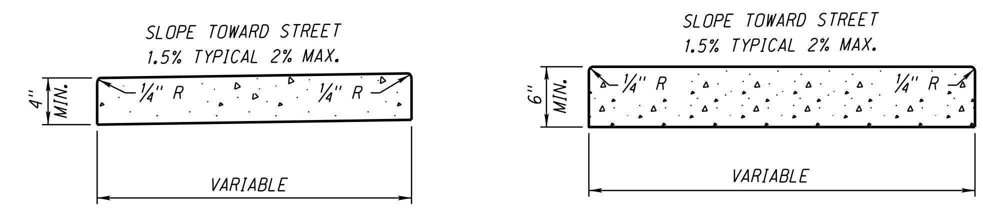
(RURAL DRIVEWAY)



URBAN DRIVEWAY PLAN



DETAILS OF CURB DROPS



SIDEWALK

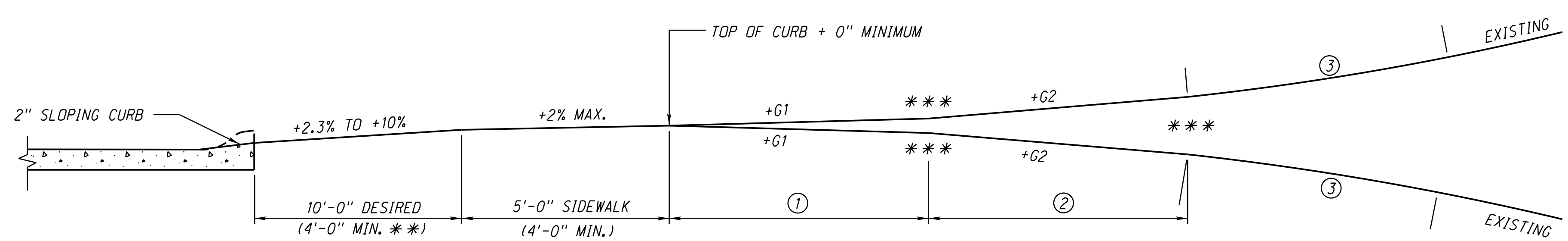
SIDEWALK AT DRIVEWAY

NOTE:

1 INCH PREFORMED EXPANSION JOINT FILLER SHALL BE PLACED IN ALL SIDEWALKS OR CROSSWALKS AT INTERVALS OF NOT MORE THAN 50 FOOT, AND AT ALL POINTS WHERE SIDEWALKS OR CROSSWALKS ARE ADJACENT TO CURB. IF SIDEWALK OR CROSSWALK TO BE CONSTRUCTED IS LESS THAN 50 FOOT IN LENGTH, ONE SUCH EXPANSION JOINT SHALL BE PLACED AS DIRECTED BY THE ENGINEER.

R	X
10'-0"	4.6'
15'-0"	5.6'
20'-0"	6.0'
25'-0"	7.0'
30'-0"	8.0'
35'-0"	8.6'
40'-0"	9.0'

R = RADIUS
$X = \sqrt{(2R-1)}$
(X & R IN FEET)



NOTE: T = PAVEMENT THICKNESS

DRIVEWAY TYPE	G1 (MAX.)	G2 (MAX.)
COMMERCIAL, INDUSTRIAL	±5%	±8%
DWELLINGS (RESIDENTIAL)	±8%	±15%

PROFILE URBAN DRIVEWAY WITH SIDEWALK
(MAXIMUM PERCENT OF GRADE)

** 0 FEET IS ALLOWED IN URBAN BUSINESS DISTRICTS WITH SIDEWALKS OF 6 FEET MINIMUM WIDTH.
*** 10 FEET MINIMUM ROUNDING DESIRABLE FOR THE FOLLOWING GRADE CHANGES.

(1) 10'-0" MINIMUM IS REQUIRED WHEN THE EXISTING GRADE IS GREATER THAN ±8%
(2) 10'-0" MINIMUM IS REQUIRED WHEN THE EXISTING GRADE IS GREATER THAN ±15%
(3) 10'-0" MINIMUM ROUNDING IS REQUIRED WHEN THE EXISTING GRADE IS GREATER THAN ±22%

REV. NO.	DATE	DESCRIPTION OF REVISION
R12	JAN 18	NDOR BORDER TO NDOT BORDER
R11	JUL 15	ADDED TRUCK APRON CURB
R10	FEB 09	MULTIPLE REVISIONS

NEBRASKA DEPARTMENT OF TRANSPORTATION
STANDARD PLAN NO. 301-R12

PAVEMENT DETAILS

ACCEPTED BY FHWA FOR USE ON THE NATIONAL HIGHWAY SYSTEM:

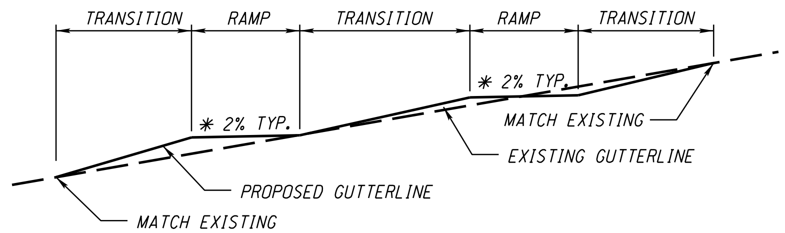
DATE

PROFESSIONAL CIVIL ENGINEER
MICHAEL H. OWEN
E-6515
STATE OF NEBRASKA

ORIGINAL:
JANUARY 31, 1974
DATE

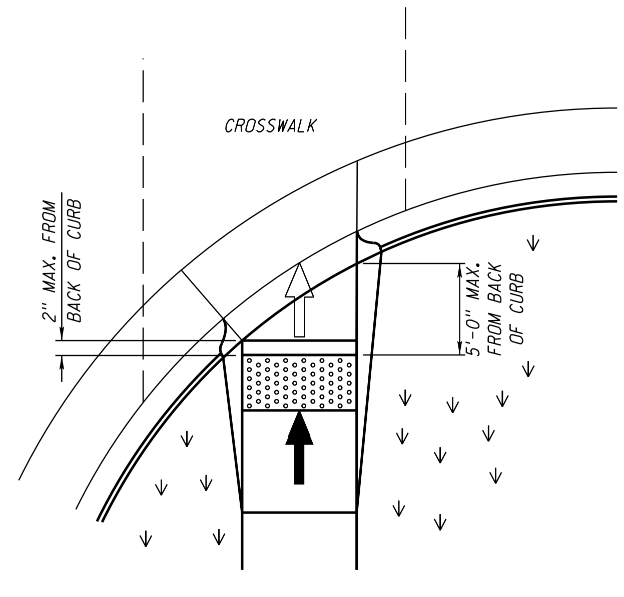
3/3

Computer: NDOTDESIGN134
Date: 25-JAN-2019 13:33
File: 30100e12.dgn
Scale: 1:200

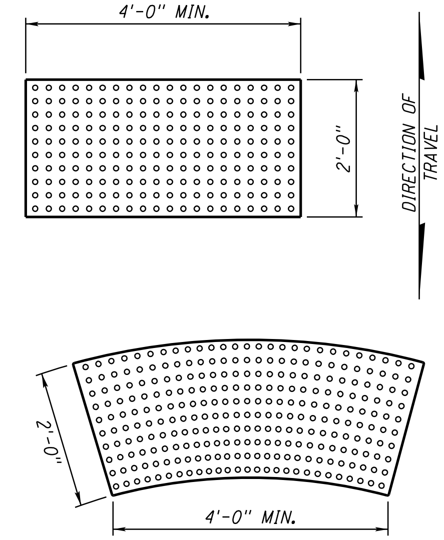


* 2% PREFERRED WHERE TRAFFIC STOPS, UP TO 5% ALLOWED WHERE TRAFFIC CONTINUES THROUGH THE CROSSWALK WITHOUT STOPPING (INCLUDING TRAFFIC SIGNALS).

GUTTER PROFILE DETAIL



DETECTABLE WARNING PANEL PLACEMENT DETAIL

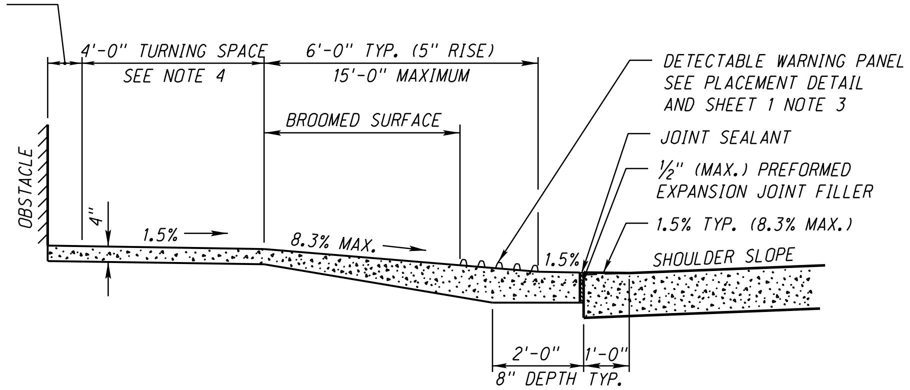


DETECTABLE WARNING PANELS

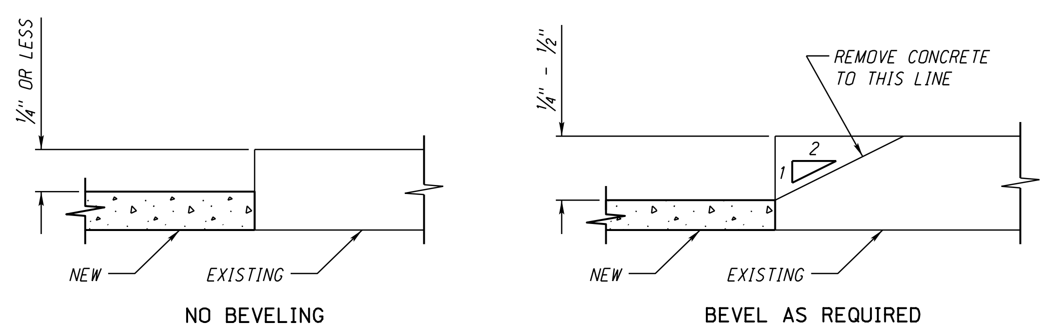
NOTES:

1. THE SURFACE OF ALL CURB RAMPS SHALL BE BROOMED PERPENDICULAR TO THE SLOPE OF THE CURB RAMP.
2. CARE SHALL BE TAKEN TO ASSURE A UNIFORM GRADE ON THE CURB RAMP, FREE OF SAGS AND SHORT GRADE CHANGES.
3. DETECTABLE WARNING PANELS SHALL CONTRAST VISUALLY AND EXTEND 2 FT. MINIMUM IN THE DIRECTION OF PEDESTRIAN TRAVEL FOR THE WIDTH OF THE RAMP. TYPE C RAMP; DETECTABLE WARNING PANELS SHALL EXTEND THE FULL LENGTH OF THE TRAVERSABLE CURB.

   NEW CURB RAMPS SHALL HAVE CAST IN CONCRETE DETECTABLE WARNING PANELS.
4. TURNING SPACE SHALL HAVE MINIMUM DIMENSIONS OF 4 FT. × 4 FT. AND SHALL BE A MINIMUM OF 1 FT. FROM ANY OBSTACLE SUCH AS A CURB OR RETAINING WALL FOR SWING OF WHEELCHAIR FOOT REST. THE SLOPE SHALL BE 2% MAXIMUM IN ANY DIRECTION.
5. THE WORK OF CONSTRUCTING CURB RAMPS SHALL BE INCLUDED IN THE QUANTITIES FOR "CONCRETE SIDEWALKS", "CONCRETE MEDIAN SURFACING" OR "CONCRETE BIKEWAY". THE WORK OF MODIFICATION OF NEW OR EXISTING CURB WILL NOT BE PAID FOR DIRECTLY, BUT WILL BE CONSIDERED SUBSIDIARY TO OTHER ITEMS OF WORK FOR WHICH DIRECT PAYMENT IS MADE.



TYPICAL RAMP PROFILE



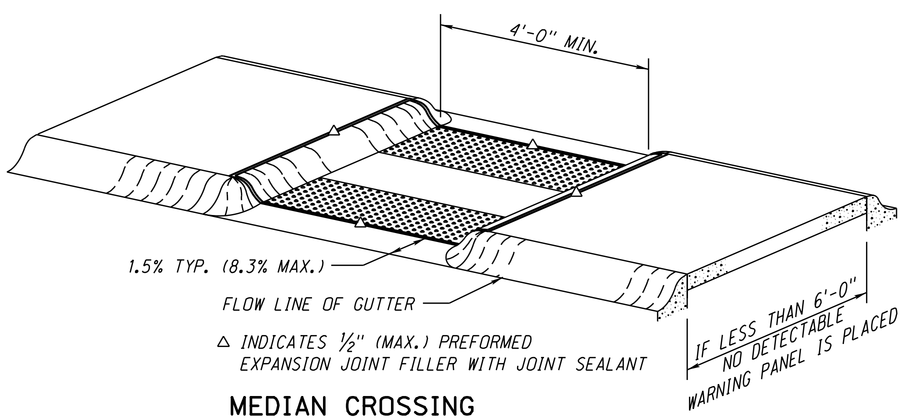
WHEN EXISTING SIDEWALK DOES NOT MEET THE 2% CROSS SLOPE, BEVELING TO MEET PROPOSED GUIDELINES IS REQUIRED.

THE SIDEWALK PANEL ABUTTING THE EXISTING SIDEWALK (WHICH MAY NOT BE 2% SLOPE): BUILD FULL WIDTH OF THE NEW SIDEWALK, ON 2% MAXIMUM CROSS SLOPE AND BEVEL THE EXISTING SIDEWALK EDGE WHERE IT DOES NOT MEET THE NEW WITHIN ¼", THIS WORK IS SUBSIDIARY.

BEVELING DETAIL

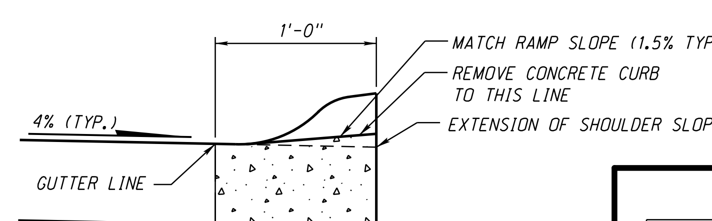
LEGEND

- DETECTABLE WARNING PANEL
- BROOMED CURB RAMP WHEN 5% TO 8.3%
- RAMP FLARE
- GRASS OR NON WALKING SURFACE
- CURB TRANSITION
- CURB FACE SLOPE 1 VERT. : 2 HORZ.



△ INDICATES ½" (MAX.) PREFORMED EXPANSION JOINT FILLER WITH JOINT SEALANT

MEDIAN CROSSING



NOTE:
COMBINATION CONCRETE CURB AND GUTTER MAY BE REMOVED AND REPLACED IN LIEU OF MILLING.

CURB DETAIL

SLOPE LEGEND

(open arrow)	SIDEWALK/TURNING SPACE AND RAMP CROSS SLOPE 1.5% TYPICAL, 2.0% MAX. SLOPE
(solid arrow)	RAMP RUNNING SLOPE 8.0% TYPICAL, 8.3% MAX. SLOPE
(flare arrow)	FLARE 90° TO RAMP 9.0% TYPICAL, 10.0% MAX. SLOPE

THE CONTRACTOR SHOULD ACCOUNT FOR CONSTRUCTION TOLERANCES TO PREVENT EXCEEDING THE MAXIMUM SLOPES. ANY SLOPES EXCEEDING THE MAXIMUMS SHALL NOT BE ACCEPTED WITHOUT PRIOR APPROVAL FROM THE ROADWAY DESIGN ENGINEER. AN EXCEPTION TO THIS IS THE TRANSITIONAL SEGMENT TO EXISTING SIDEWALK MUST CONNECT TO THE EXISTING SIDEWALK PANEL; THIS DOES NOT REQUIRE A STATEMENT OF TECHNICAL INFEASIBILITY. (REF. PROWAG CHAPTER R3 TECHNICAL REQUIREMENTS)

REV. NO.	DATE	DESCRIPTION OF REVISION
R3	JAN 18	NDOR BORDER TO NDOT BORDER
R2	OCT 14	CHANGE PM TO ROADWAY DESIGN ENGINEER
R1	FEB 13	ALL OF PLAN REWORKED (PROWAG)

NEBRASKA DEPARTMENT OF TRANSPORTATION
STANDARD PLAN NO. 303-R3

CURB RAMPS

ACCEPTED BY FHWA FOR USE ON THE NATIONAL HIGHWAY SYSTEM:

DATE

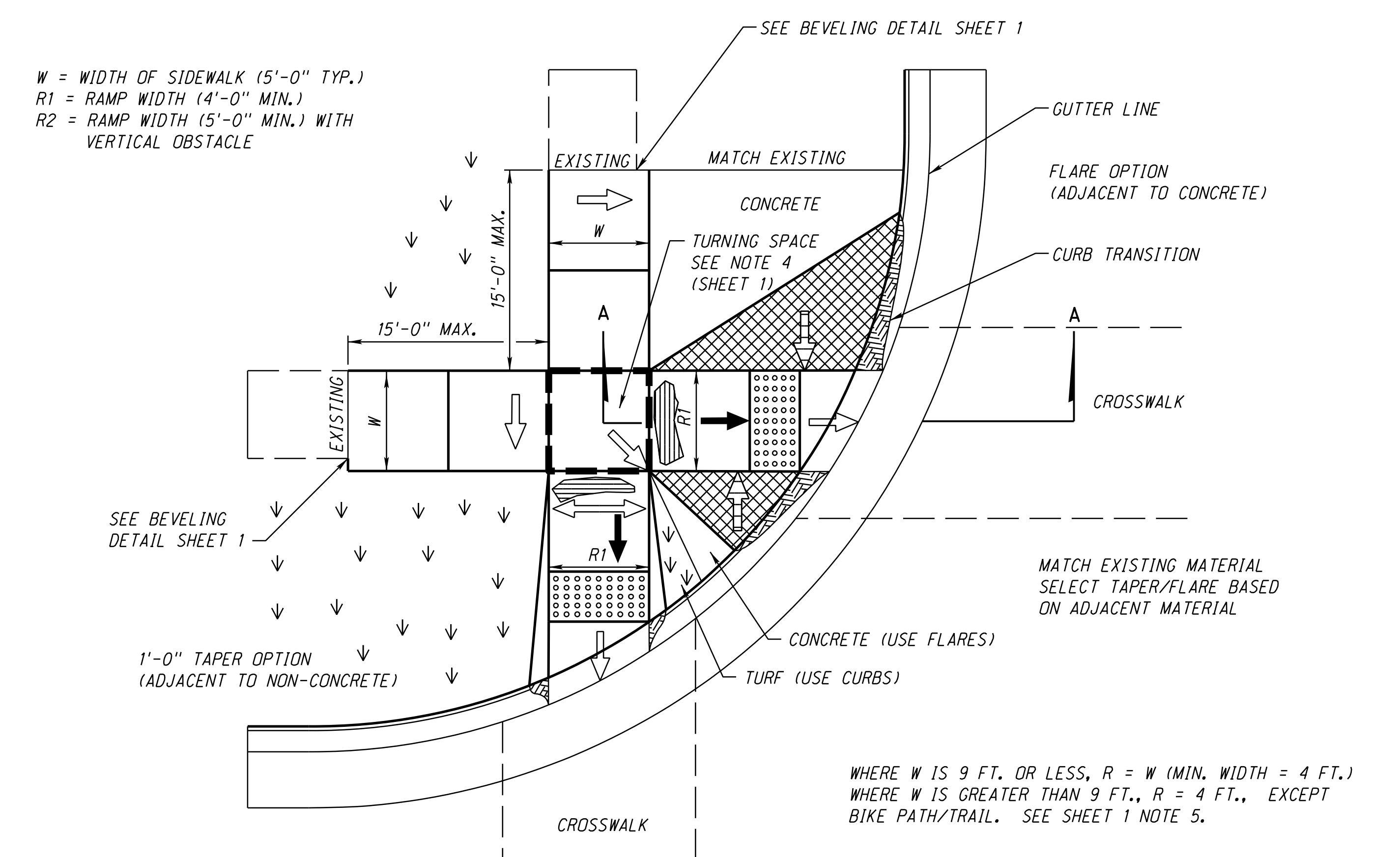
PROFESSIONAL CIVIL ENGINEER
MICHAEL H. OWEN
E-6515
STATE OF NEBRASKA

ORIGINAL:
MARCH 22, 2010
DATE

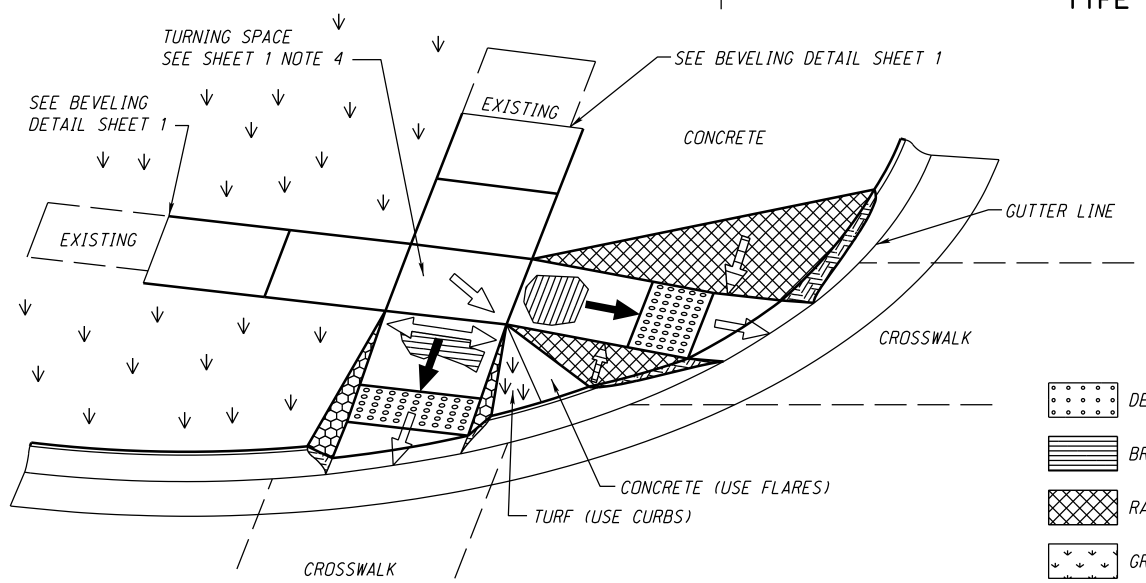
1
5

Computer: NDOTDESIGN134
Date: 25-JAN-2019 13:33
File: 30300e03.dgn
Scale: 1:200

ROADWAY DESIGN DIVISION



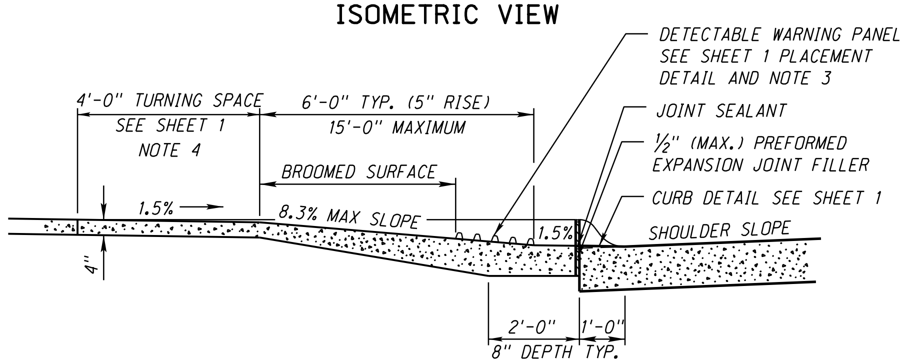
TYPE A PLAN



ISOMETRIC VIEW

LEGEND

- DETECTABLE WARNING PANEL
- BROOMED CURB RAMP WHEN 5% TO 8.3%
- RAMP FLARE
- GRASS OR NON WALKING SURFACE
- CURB TRANSITION
- CURB FACE SLOPE 1 VERT. : 2 HORZ.

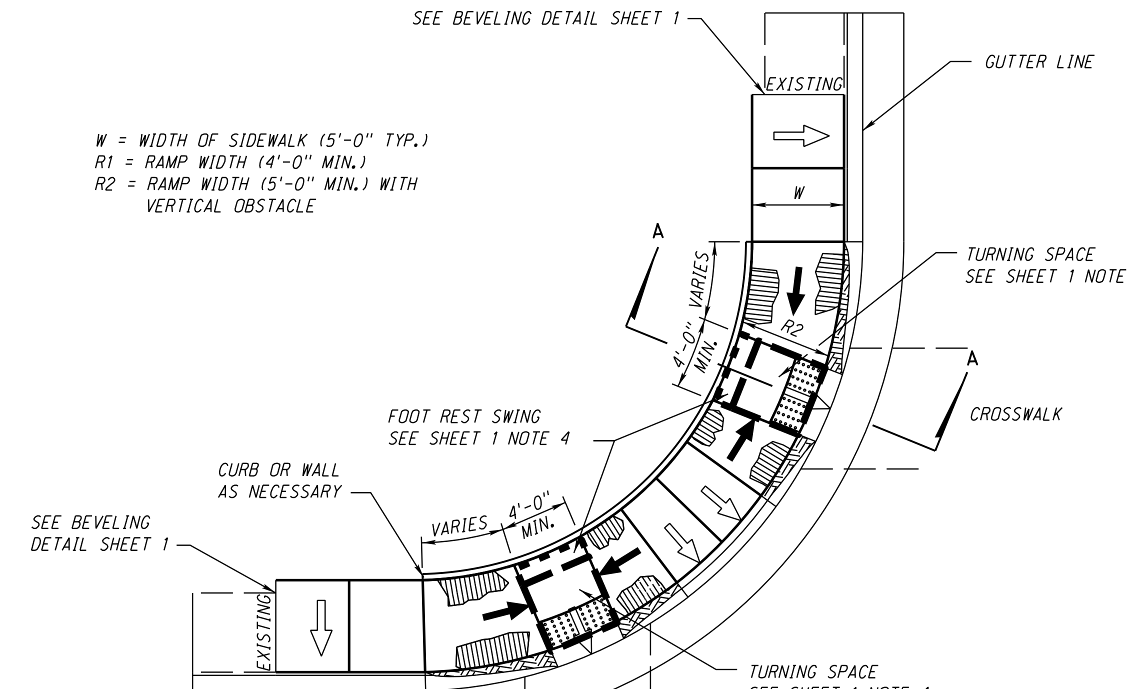


TYPE A CROSS SECTION
SECTION A-A

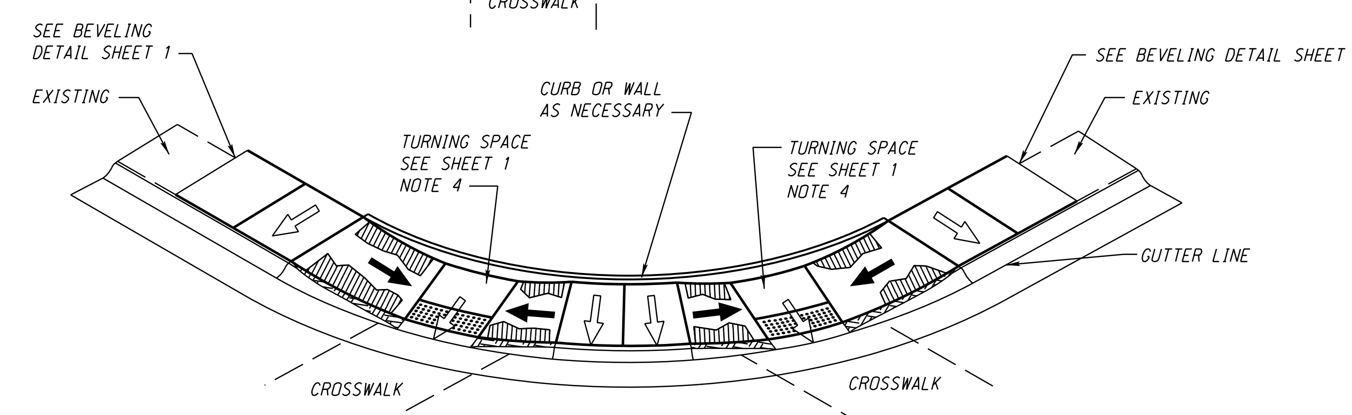
SLOPE LEGEND

⇦	SIDEWALK/TURNING SPACE AND RAMP CROSS SLOPE 1.5% TYPICAL, 2.0% MAX. SLOPE
⬅	RAMP RUNNING SLOPE 8.0% TYPICAL, 8.3% MAX. SLOPE
⇦	FLARE 90° TO RAMP 9.0% TYPICAL, 10.0% MAX. SLOPE

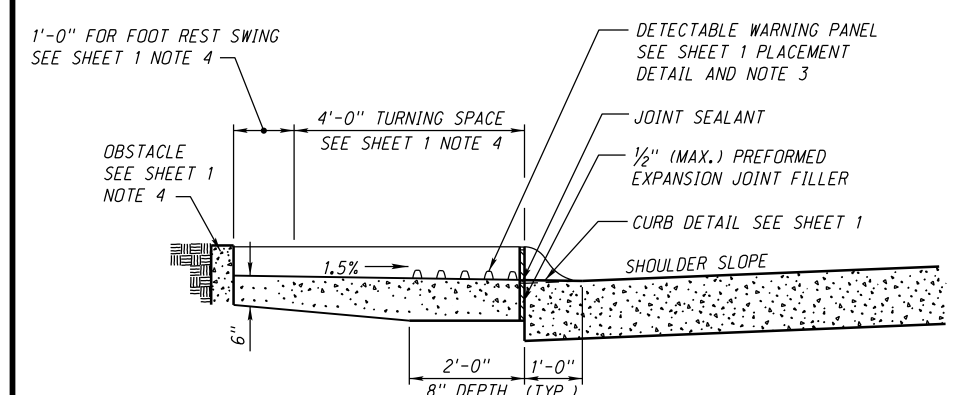
THE CONTRACTOR SHOULD ACCOUNT FOR CONSTRUCTION TOLERANCES TO PREVENT EXCEEDING THE MAXIMUM SLOPES. ANY SLOPES EXCEEDING THE MAXIMUMS SHALL NOT BE ACCEPTED WITHOUT PRIOR APPROVAL FROM THE ROADWAY DESIGN ENGINEER. AN EXCEPTION TO THIS IS THE TRANSITIONAL SEGMENT TO EXISTING SIDEWALK MUST CONNECT TO THE EXISTING SIDEWALK PANEL; THIS DOES NOT REQUIRE A STATEMENT OF TECHNICAL INFEASIBILITY. (REF. PROWAG CHAPTER R3 TECHNICAL REQUIREMENTS)



TYPE B PLAN



ISOMETRIC VIEW



TYPE B CROSS SECTION
SECTION A-A

REV. NO.	DATE	DESCRIPTION OF REVISION
R3	JAN 18	NDOR BORDER TO NDOT BORDER
R2	OCT 14	CHANGE PM TO ROADWAY DESIGN ENGINEER
R1	FEB 13	ALL OF PLAN REWORKED (PROWAG)

NEBRASKA DEPARTMENT OF TRANSPORTATION
STANDARD PLAN NO. 303-R3

CURB RAMPS

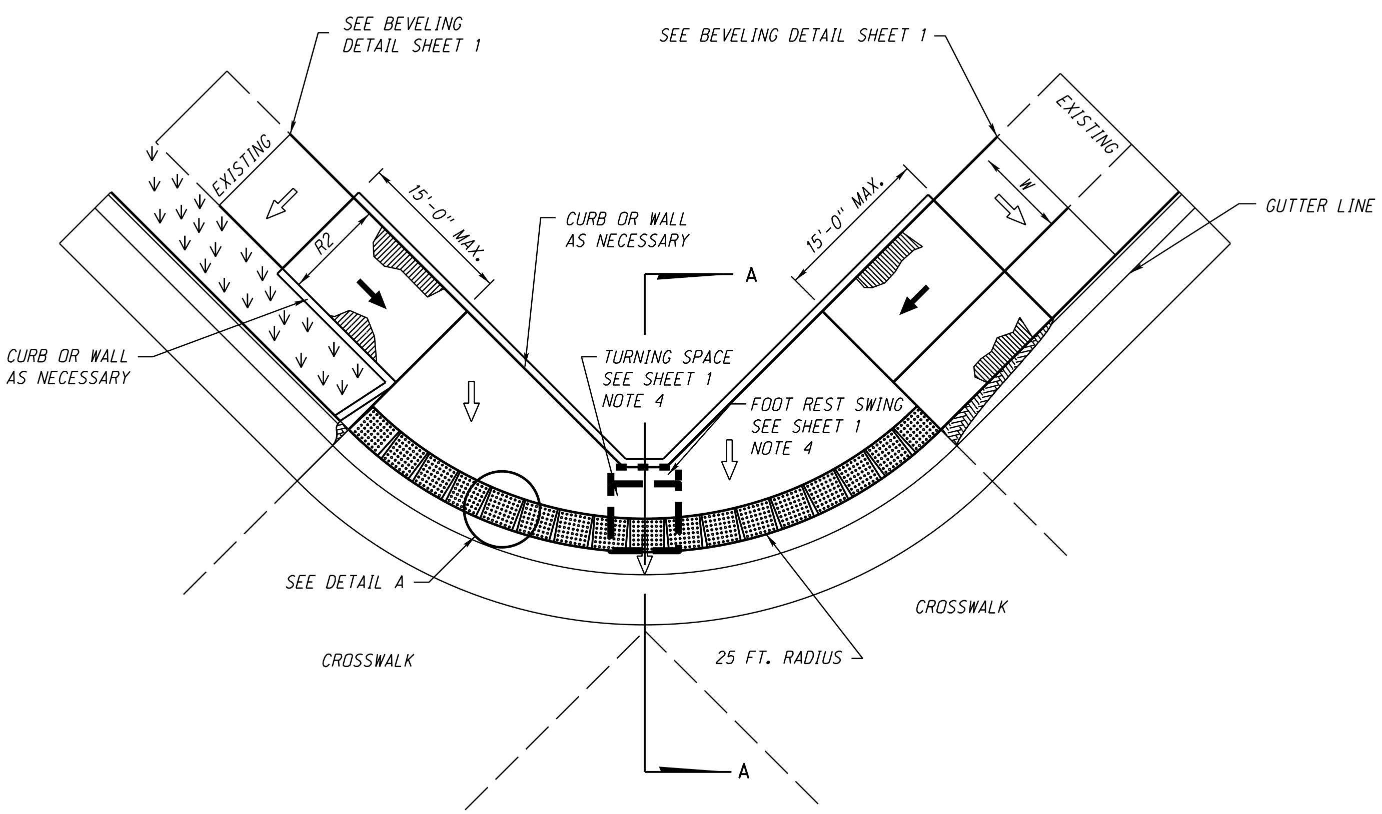
ACCEPTED BY FHWA FOR USE ON THE NATIONAL HIGHWAY SYSTEM:

PROFESSIONAL CIVIL ENGINEER
MICHAEL H. OWEN
E-6515
STATE OF NEBRASKA

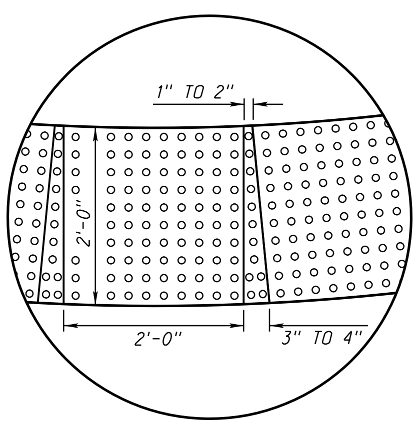
DATE

ORIGINAL:
MARCH 22, 2010
DATE

Computer: NDOTDESIGN134
Date: 25-JAN-2019 13:33
File: 30300e03.dgn
Scale: 1:200



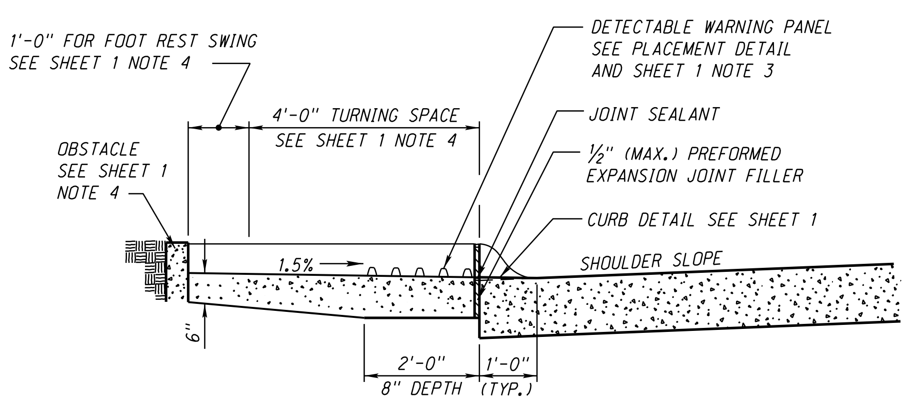
TYPE C PLAN



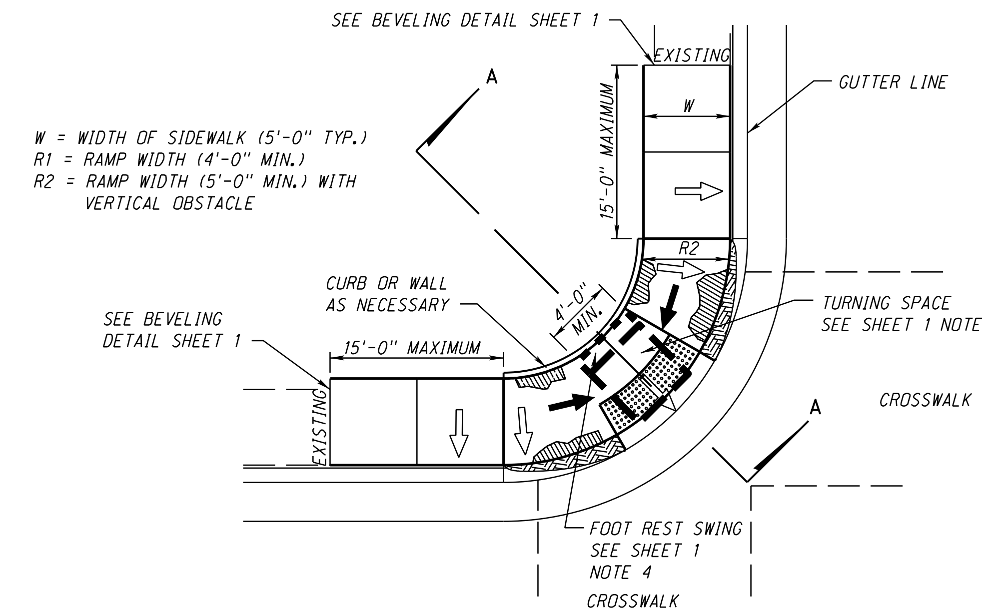
DETAIL A

LEGEND

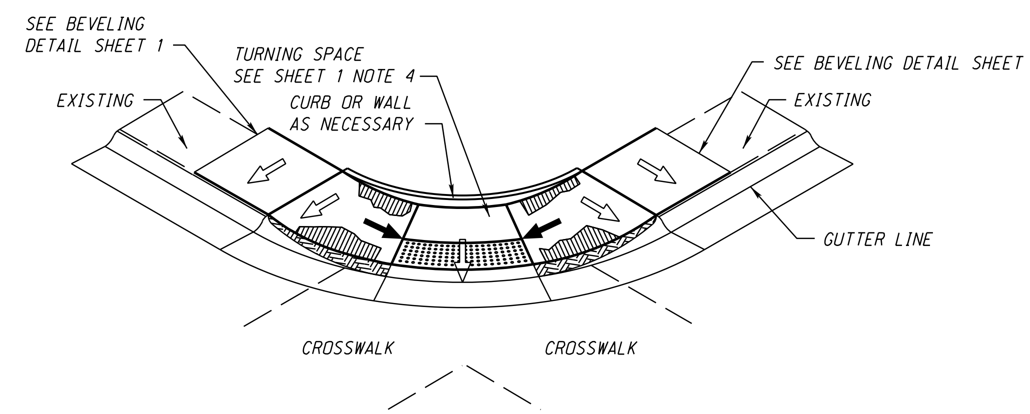
- DETECTABLE WARNING PANEL
- BROOMED CURB RAMP WHEN 5% TO 8.3%
- RAMP FLARE
- GRASS OR NON WALKING SURFACE
- CURB TRANSITION
- CURB FACE SLOPE 1 VERT. : 2 HORZ.



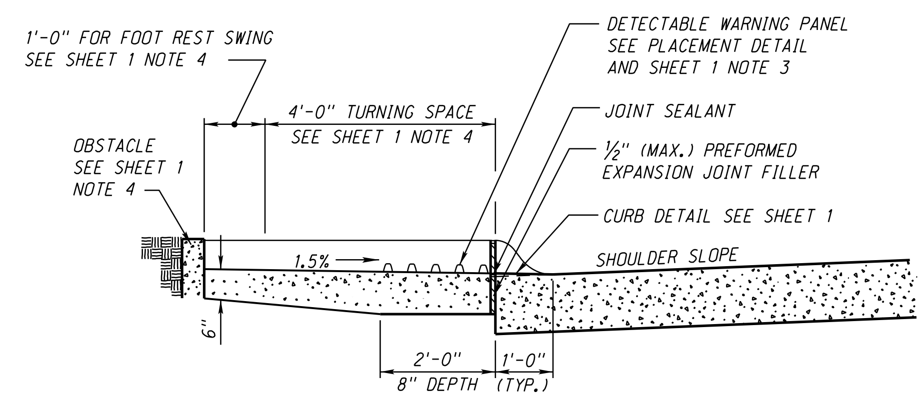
TYPE C CROSS SECTION
SECTION A-A



TYPE D PLAN



ISOMETRIC VIEW



TYPE D CROSS SECTION
SECTION A-A

SLOPE LEGEND

(open arrow)	SIDEWALK/TURNING SPACE AND RAMP CROSS SLOPE 1.5% TYPICAL, 2.0% MAX. SLOPE
(solid arrow)	RAMP RUNNING SLOPE 8.0% TYPICAL, 8.3% MAX. SLOPE
(hatched arrow)	FLARE 90° TO RAMP 9.0% TYPICAL, 10.0% MAX. SLOPE

THE CONTRACTOR SHOULD ACCOUNT FOR CONSTRUCTION TOLERANCES TO PREVENT EXCEEDING THE MAXIMUM SLOPES. ANY SLOPES EXCEEDING THE MAXIMUMS SHALL NOT BE ACCEPTED WITHOUT PRIOR APPROVAL FROM THE ROADWAY DESIGN ENGINEER. AN EXCEPTION TO THIS IS THE TRANSITIONAL SEGMENT TO EXISTING SIDEWALK MUST CONNECT TO THE EXISTING SIDEWALK PANEL; THIS DOES NOT REQUIRE A STATEMENT OF TECHNICAL INFEASIBILITY. (REF. PROWAG CHAPTER R3 TECHNICAL REQUIREMENTS)

REV. NO.	DATE	DESCRIPTION OF REVISION
R3	JAN 18	NDOR BORDER TO NDOT BORDER
R2	OCT 14	CHANGE PM TO ROADWAY DESIGN ENGINEER
R1	FEB 13	ALL OF PLAN REWORKED (PROWAG)

NEBRASKA DEPARTMENT OF TRANSPORTATION
STANDARD PLAN NO. 303-R3

CURB RAMPS

ACCEPTED BY FHWA FOR USE ON THE NATIONAL HIGHWAY SYSTEM:

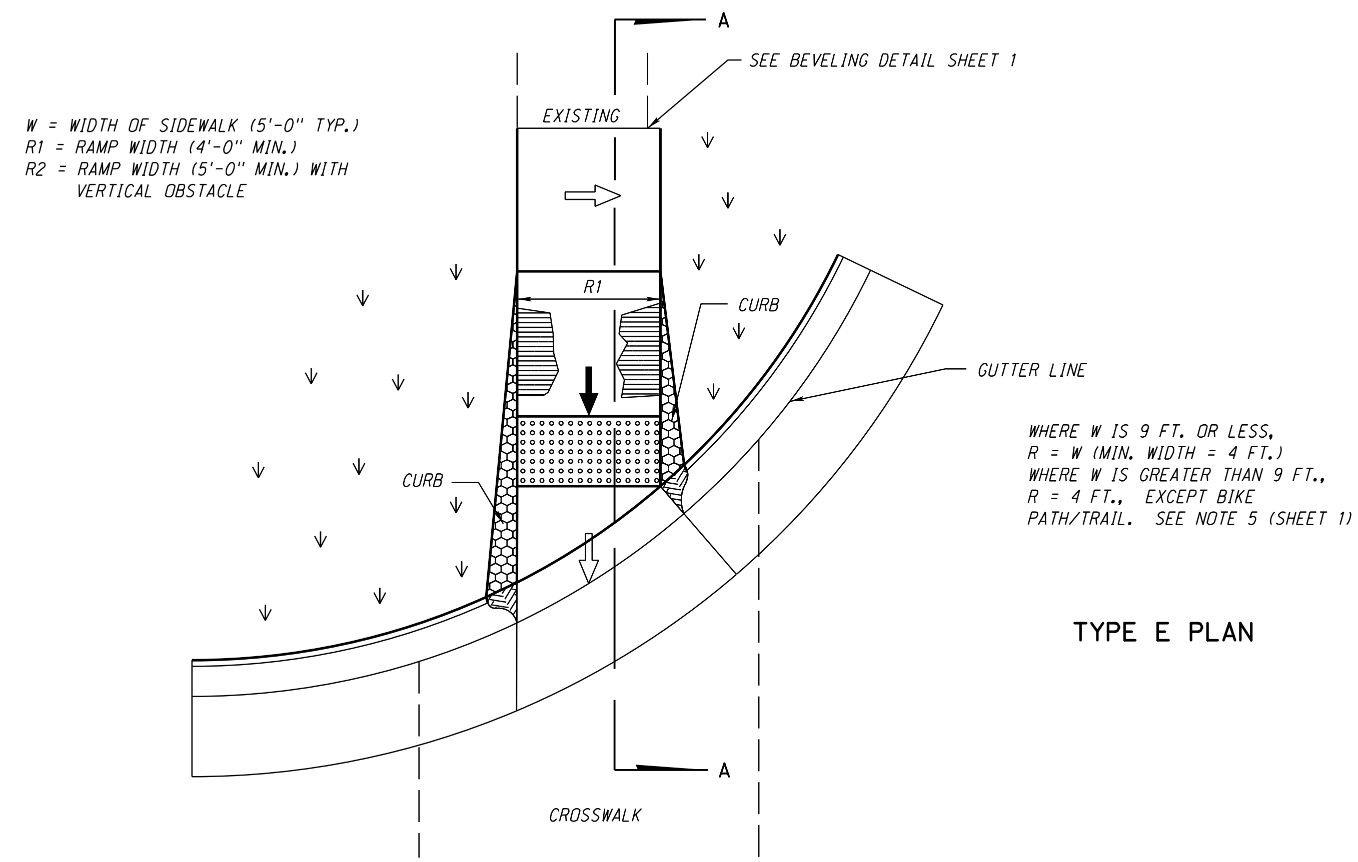
DATE

PROFESSIONAL CIVIL ENGINEER MICHAEL H. OWEN E-6515 STATE OF NEBRASKA

ORIGINAL:
MARCH 22, 2010
DATE

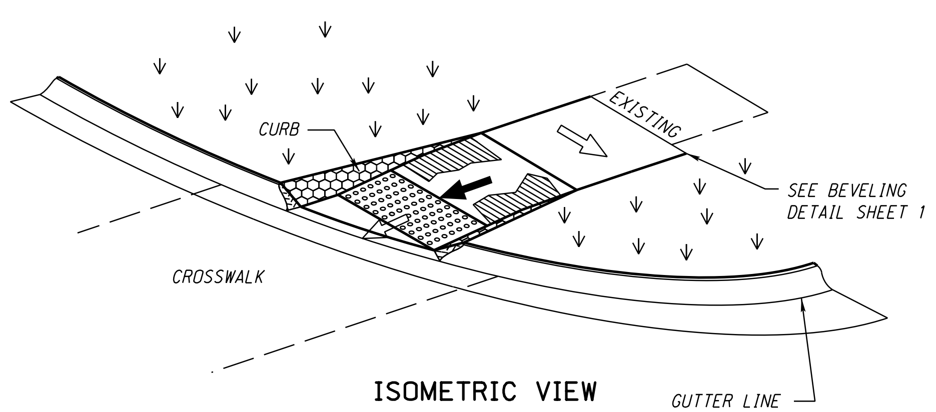
Computer: NDOTDESIGN134
Date: 25-JAN-2019 13:33
File: 30300e03.dgn
Scale: 1:200

ROADWAY DESIGN DIVISION



WHERE W IS 9 FT. OR LESS,
R = W (MIN. WIDTH = 4 FT.)
WHERE W IS GREATER THAN 9 FT.,
R = 4 FT., EXCEPT BIKE PATH/TRAIL. SEE NOTE 5 (SHEET 1)

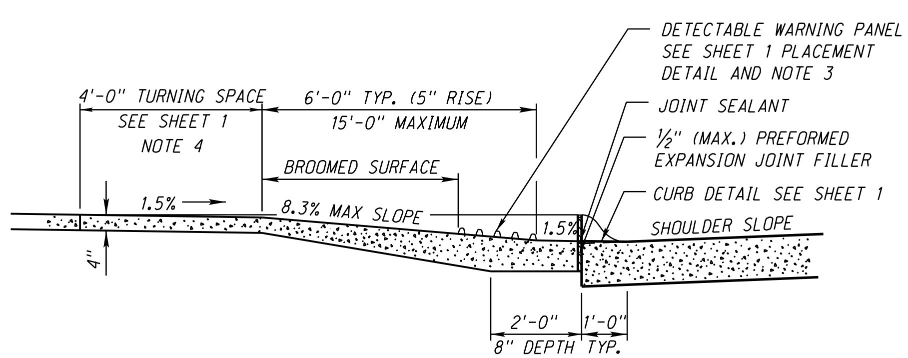
TYPE E PLAN



ISOMETRIC VIEW

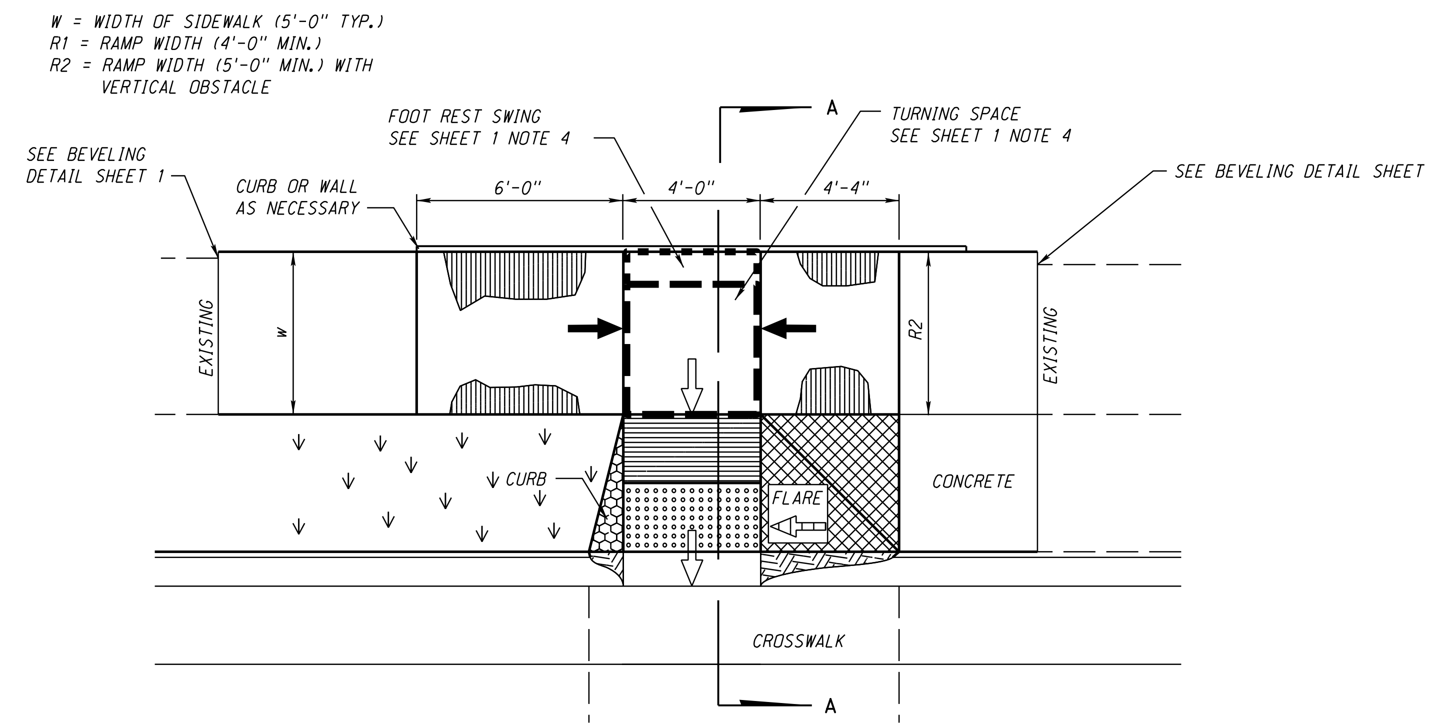
LEGEND

- DETECTABLE WARNING PANEL
- BROOMED CURB RAMP WHEN 5% TO 8.3%
- RAMP FLARE
- GRASS OR NON WALKING SURFACE
- CURB TRANSITION
- CURB FACE SLOPE 1 VERT. : 2 HORZ.

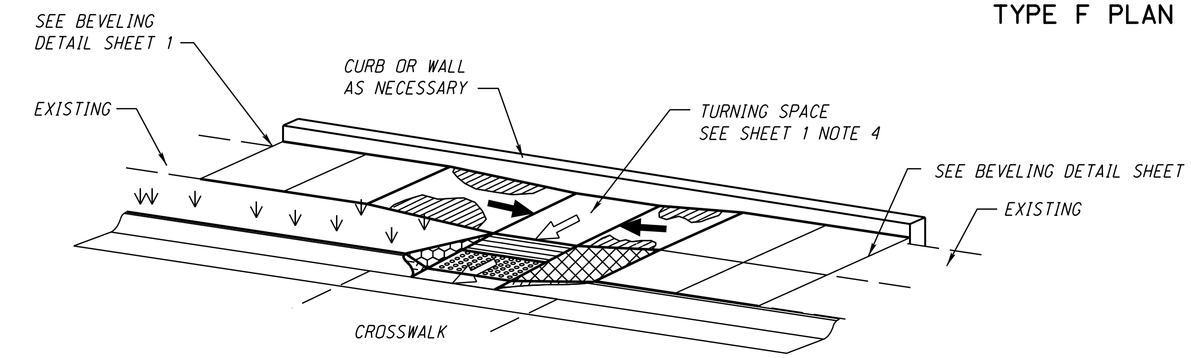


TYPE E CROSS SECTION

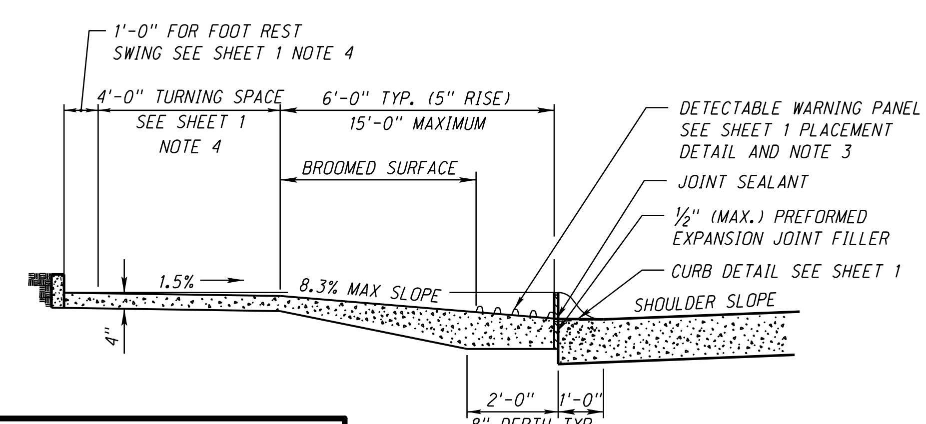
SECTION A-A



TYPE F PLAN



ISOMETRIC VIEW



TYPE F CROSS SECTION

SECTION A-A

SLOPE LEGEND

	SIDEWALK/TURNING SPACE AND RAMP CROSS SLOPE 1.5% TYPICAL, 2.0% MAX. SLOPE
	RAMP RUNNING SLOPE 8.0% TYPICAL, 8.3% MAX. SLOPE
	FLARE 90° TO RAMP 9.0% TYPICAL, 10.0% MAX. SLOPE

THE CONTRACTOR SHOULD ACCOUNT FOR CONSTRUCTION TOLERANCES TO PREVENT EXCEEDING THE MAXIMUM SLOPES. ANY SLOPES EXCEEDING THE MAXIMUMS SHALL NOT BE ACCEPTED WITHOUT PRIOR APPROVAL FROM THE ROADWAY DESIGN ENGINEER. AN EXCEPTION TO THIS IS THE TRANSITIONAL SEGMENT TO EXISTING SIDEWALK MUST CONNECT TO THE EXISTING SIDEWALK PANEL; THIS DOES NOT REQUIRE A STATEMENT OF TECHNICAL INFEASIBILITY. (REF. PROWAG CHAPTER R3 TECHNICAL REQUIREMENTS)

REV. NO.	DATE	DESCRIPTION OF REVISION
R3	JAN 18	NDOR BORDER TO NDOT BORDER
R2	OCT 14	CHANGE PM TO ROADWAY DESIGN ENGINEER
R1	FEB 13	ALL OF PLAN REWORKED (PROWAG)

NEBRASKA DEPARTMENT OF TRANSPORTATION

STANDARD PLAN NO. 303-R3

CURB RAMPS

ACCEPTED BY FHWA FOR USE ON THE NATIONAL HIGHWAY SYSTEM:

PROFESSIONAL CIVIL ENGINEER MICHAEL H. OWEN E-6515 STATE OF NEBRASKA

DATE

ORIGINAL: MARCH 22, 2010

DATE

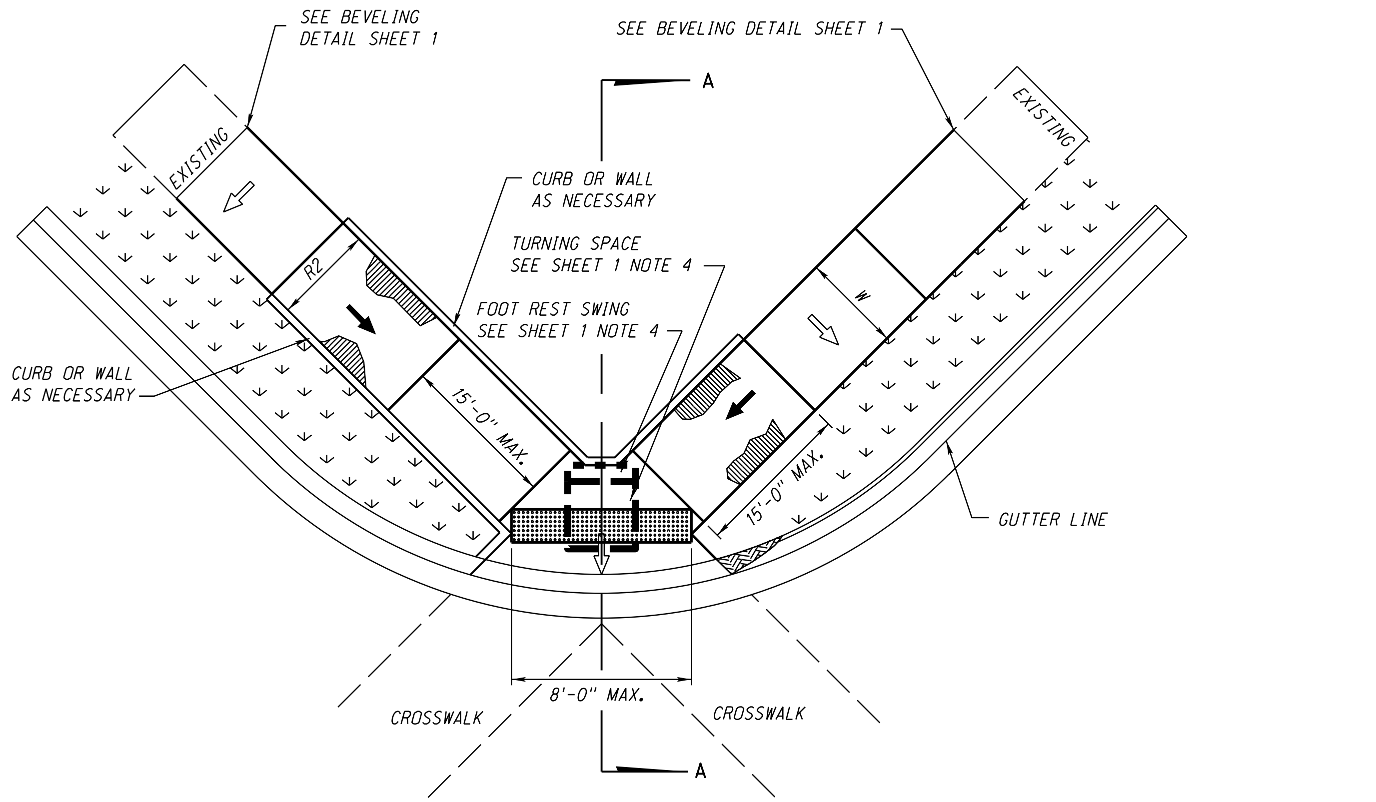
4 / 5

Computer: NDOTDESIGN134

Date: 25-JAN-2019 13:33

File: 30300e03.dgn
Scale: 1:200

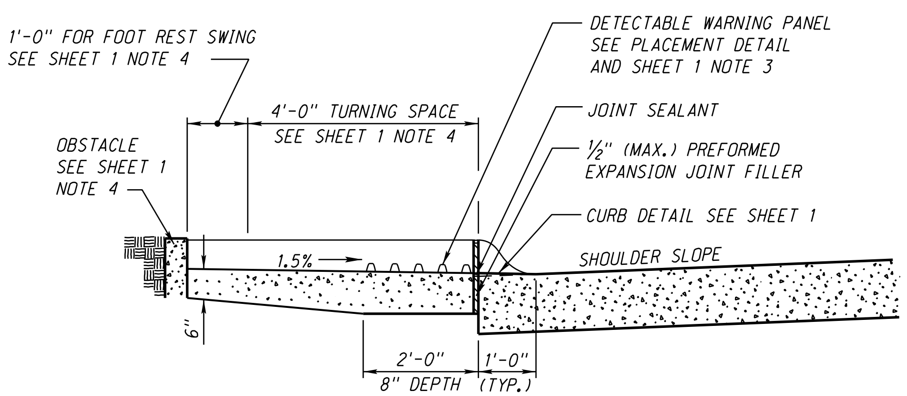
ROADWAY DESIGN DIVISION



TYPE G PLAN

LEGEND

- DETECTABLE WARNING PANEL
- BROOMED CURB RAMP WHEN 5% TO 8.3%
- RAMP FLARE
- GRASS OR NON WALKING SURFACE
- CURB TRANSITION
- CURB FACE SLOPE 1 VERT. : 2 HORZ.



TYPE G CROSS SECTION
SECTION A-A

SLOPE LEGEND

(open arrow)	SIDEWALK/TURNING SPACE AND RAMP CROSS SLOPE 1.5% TYPICAL, 2.0% MAX. SLOPE
(solid arrow)	RAMP RUNNING SLOPE 8.0% TYPICAL, 8.3% MAX. SLOPE
(hatched arrow)	FLARE 90° TO RAMP 9.0% TYPICAL, 10.0% MAX. SLOPE

THE CONTRACTOR SHOULD ACCOUNT FOR CONSTRUCTION TOLERANCES TO PREVENT EXCEEDING THE MAXIMUM SLOPES. ANY SLOPES EXCEEDING THE MAXIMUMS SHALL NOT BE ACCEPTED WITHOUT PRIOR APPROVAL FROM THE ROADWAY DESIGN ENGINEER. AN EXCEPTION TO THIS IS THE TRANSITIONAL SEGMENT TO EXISTING SIDEWALK MUST CONNECT TO THE EXISTING SIDEWALK PANEL; THIS DOES NOT REQUIRE A STATEMENT OF TECHNICAL INFEASIBILITY. (REF. PROWAG CHAPTER R3 TECHNICAL REQUIREMENTS)

REV. NO.	DATE	DESCRIPTION OF REVISION
R3	JAN 18	NDOR BORDER TO NDOT BORDER
R2	OCT 14	CHANGE PM TO ROADWAY DESIGN ENGINEER
R1	FEB 13	ALL OF PLAN REWORKED (PROWAG)

NEBRASKA DEPARTMENT OF TRANSPORTATION
STANDARD PLAN NO. 303-R3

CURB RAMPS

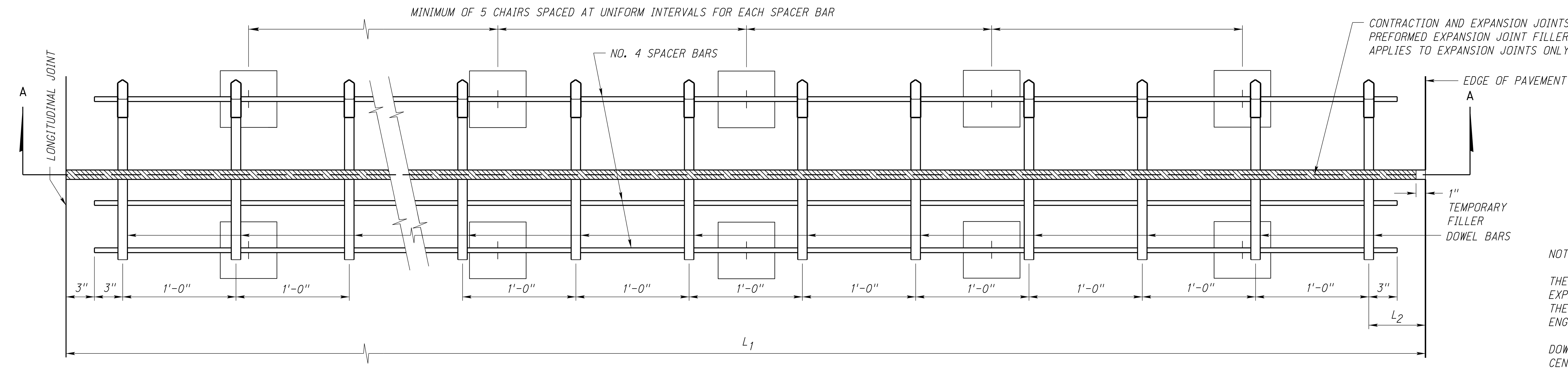
ACCEPTED BY FHWA FOR USE ON THE NATIONAL HIGHWAY SYSTEM:

DATE

PROFESSIONAL CIVIL ENGINEER MICHAEL H. OWEN E-6515 STATE OF NEBRASKA

ORIGINAL: MARCH 22, 2010
DATE

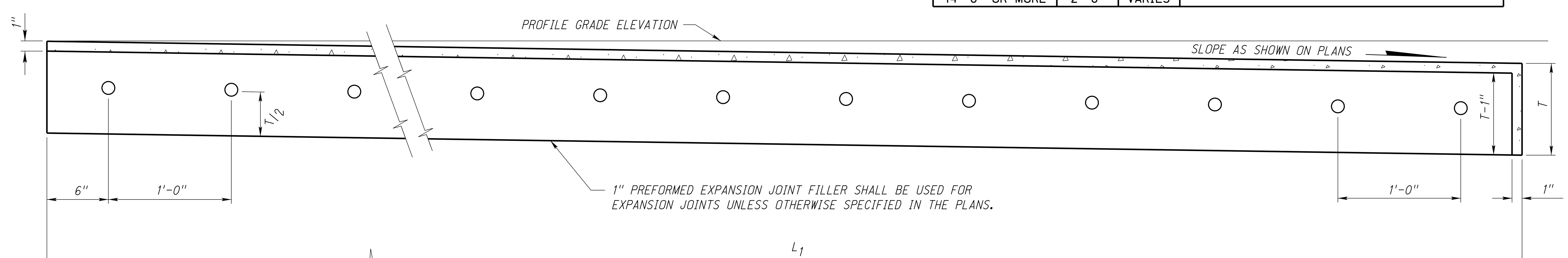
Computer: NDOTDESIGN134
Date: 25-JAN-2019 13:33
File: 30300e03.dgn
Scale: 1:200



ASSEMBLY PLAN

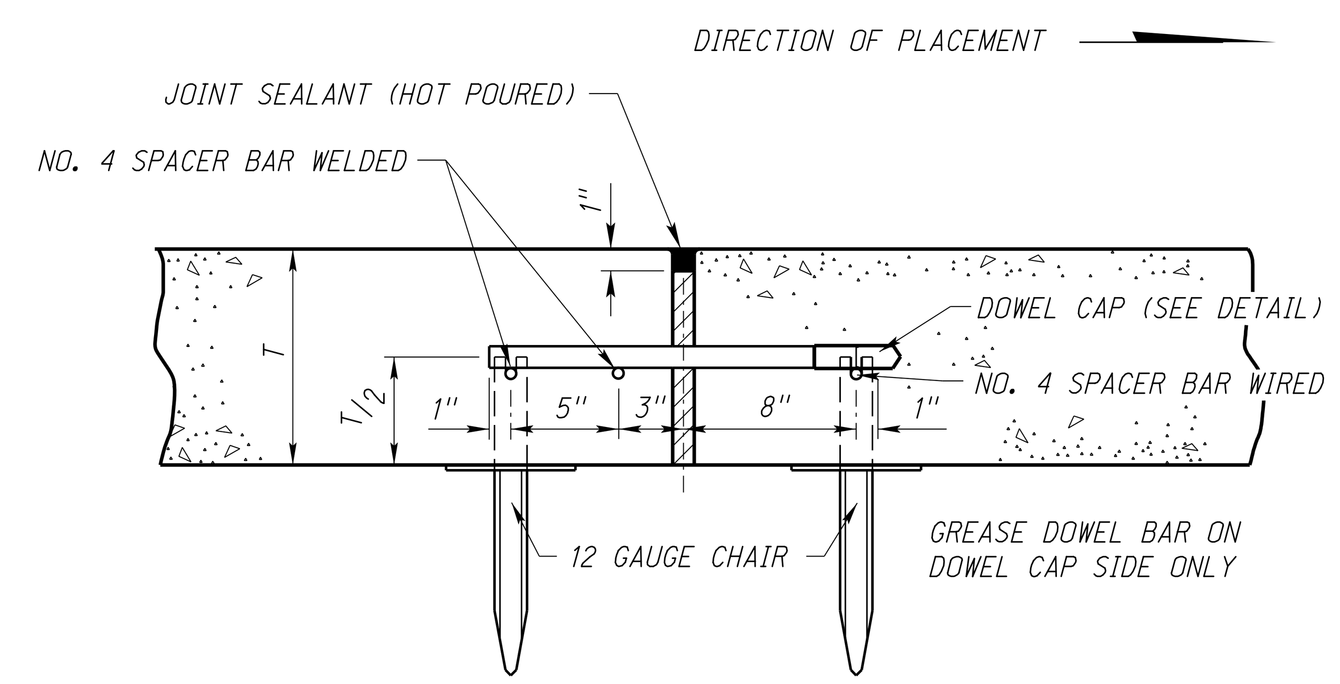
DOWEL BAR HEIGHT AND DIAMETER			
PAVEMENT THICKNESS (T)	MINIMUM BAR DIA.	DOWEL BAR HEIGHT (T/2)	SKEW TOLERANCE
LESS THAN 10"	1¼"	T/2 ± ½"	¼"
10" OR MORE	1½"	T/2 ± ½"	¼"

DOWEL BAR LOCATION TABLE				
	L_1	L_2	#BARS	DESCRIPTION
*	LESS THAN 12'-0'	6"	VARIES	IRREGULAR AREAS (WIDEN, FILLETS, GORE....)
	12'-0"	6"	12	12'-0" PAVEMENT
	14'-0"	2'-6"	12	14'-0" PAVEMENT
	15'-0"	2'-6"	13	15'-0' PAVEMENT (INCLUDES 3'-0" SHOULDER)
	16'-0"	3'-6"	13	16'-0" PAVEMENT (INCLUDES 4'-0" SHOULDER)
	16'-0"	6"	16	16'-0" RAMP & LOOPS
	LESS THAN 14'-6"	1'-6"	VARIES	PAVEMENT WITH CURB
	14'-6" OR MORE	2'-6"	VARIES	PAVEMENT WITH CURB

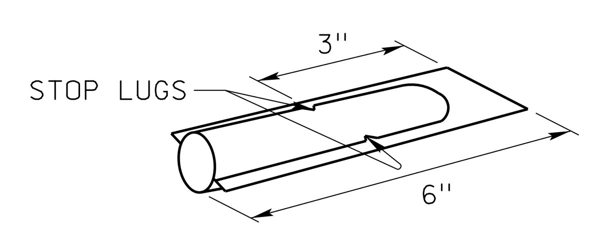


SECTION A-A

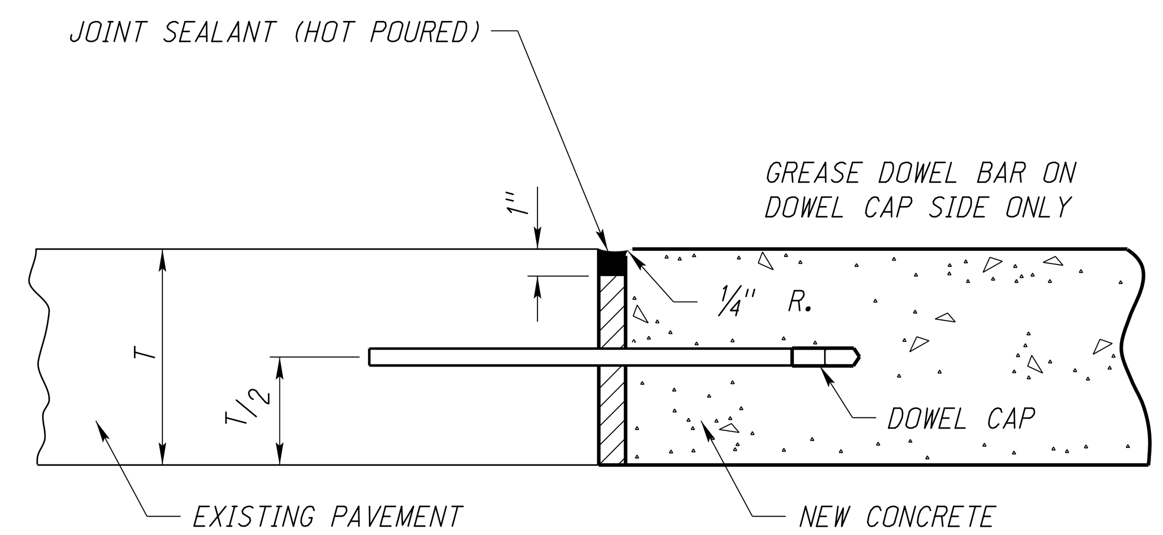
CONTRACTION AND EXPANSION JOINTS (PREFORMED EXPANSION JOINTS FILLER APPLIES TO EXPANSION JOINTS ONLY)



SECTION



DOWEL CAP



NOTES:
DOWEL BARS SHALL BE DRILLED TO A DEPTH OF 8" INTO EXISTING PAVEMENT AND EPOXIED.

SECTION

EXPANSION JOINT

(SUBSIDIARY)

NOTES:

THE CONTRACTOR MAY SUBSTITUTE OTHER DESIGNS FOR EXPANSION AND CONTRACTION JOINT SUPPORTS IN LIEU OF THE TYPE SHOWN WITH PRIOR WRITTEN APPROVAL BY THE ENGINEER.

DOWEL BARS SHALL BE A MINIMUM OF 17¾" IN LENGTH, CENTERED ON JOINTS AND BE SMOOTH BARS.

TIE BARS SHALL BE DEFORMED BARS.

FOR LOAD TRANSFER DEVICES AT EXPANSION JOINTS IN LANES OTHER THAN THE LANES SHOWN, MAINTAIN THE SPACING OF THE 1'-6" DOWEL BARS AT 1 FT. INTERVALS.

THE ENDS OF THE NO. 4 SPACER BARS SHALL NOT BE LESS THAN 3" FROM THE EDGES OF THE PAVEMENT OR THE LONGITUDINAL JOINT.

TIE, DOWEL & SPACER BARS SHALL CONFORM TO THE REQUIREMENTS OF THE STANDARD SPECIFICATIONS.

KEY TYPE LONGITUDINAL JOINTS AND TRANSVERSE CONSTRUCTION JOINTS SHALL BE EDGED WITH ¼" R. AT TIME OF CONCRETE PLACEMENT.

CONCRETE PAVEMENT SHALL BE TINED UNLESS OTHERWISE SHOWN IN THE PLANS.

EXPANSION JOINTS SHALL BE INSTALLED AT LOCATIONS SHOWN IN THE PLANS.

PAVEMENT PLACED ADJACENT TO R.R. TRACKS REQUIRES 3-EXPANSION JOINTS SPACED AT APPROXIMATELY 49'-6" INTERVALS.

EXPANSION JOINTS SHALL NOT BE SKEWED.

T= PAVEMENT THICKNESS

* THE DEPARTMENT REQUIRES THAT DOWEL BASKETS BE PLACED IN ALL CONTRACTION JOINTS WHICH ARE 6'-0" OR WIDER. THE DOWEL BASKETS SHALL BE PLACED TRANSVERSE TO THE DIRECTION OF THE PREDOMINANT TRAFFIC DIRECTION.

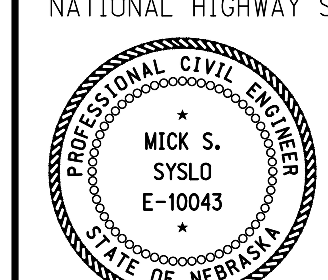
REV. NO.	DATE	DESCRIPTION OF REVISION
R11	JUL 20	CHANGED TINING INFORMATION
R10	JAN 18	CHANGED DOWEL BAR LOCATION TABLE
R9	JUL 11	JOINT: EARLY SAW CUT

NEBRASKA DEPARTMENT OF TRANSPORTATION
STANDARD PLAN NO. 329-R11

8 TO 16 INCH CONCRETE PAVEMENT

ACCEPTED BY FHWA FOR USE ON THE NATIONAL HIGHWAY SYSTEM:

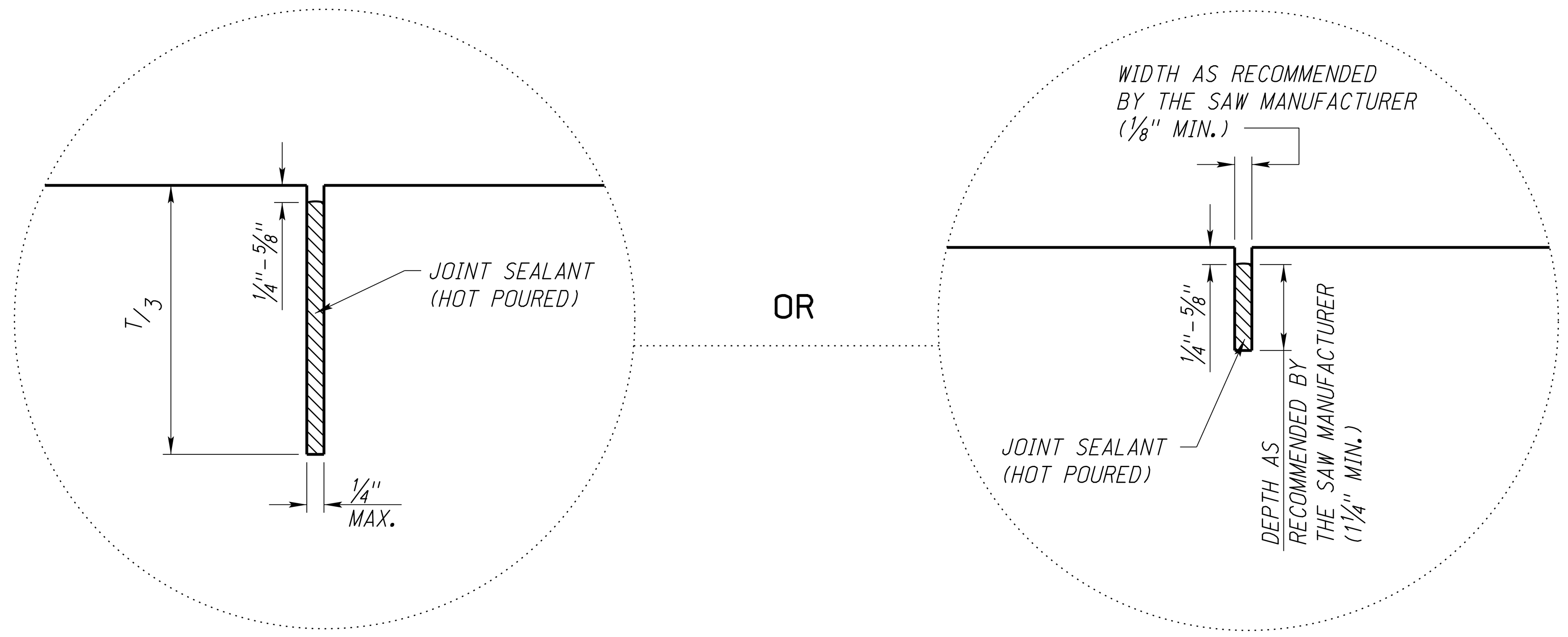
DATE



ORIGINAL: OCTOBER 25, 1994
DATE

File: 32900e11.dgn Date: 29-JUN-2021 09:18 Computer: NDOTDESIGN134

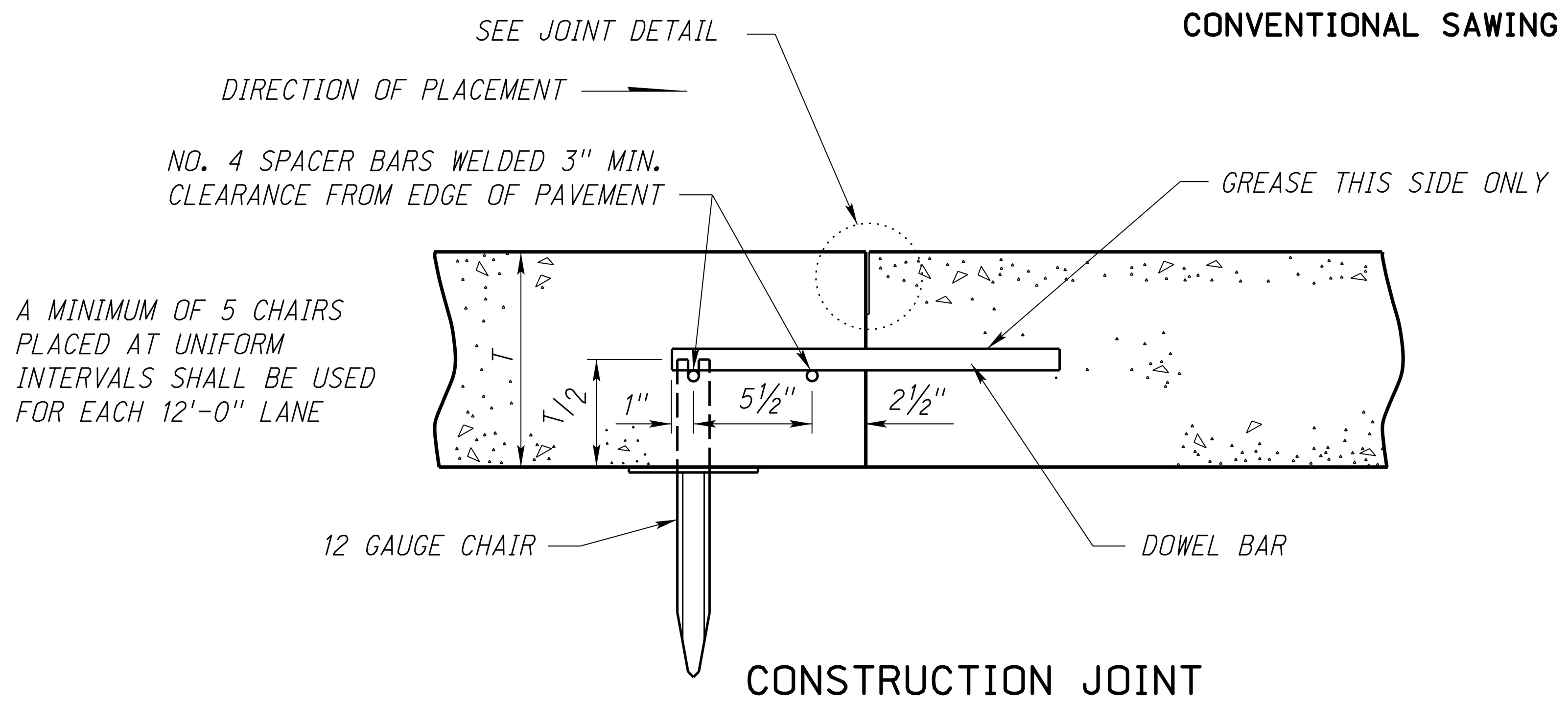
ROADWAY DESIGN DIVISION



CONVENTIONAL SAWING

EARLY-SAW CUT

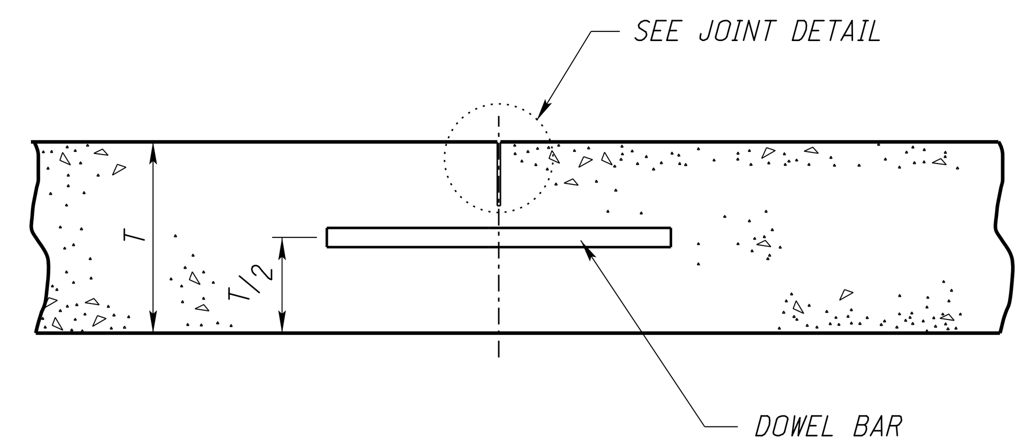
JOINT DETAIL



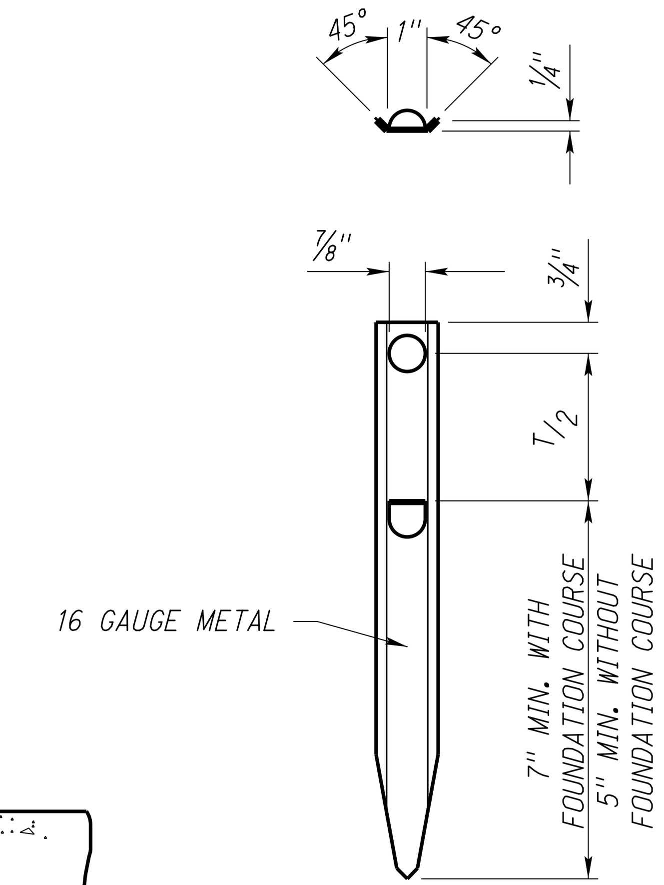
CONSTRUCTION JOINT

(BARS ARE SUBSIDIARY)
TO PAVEMENT

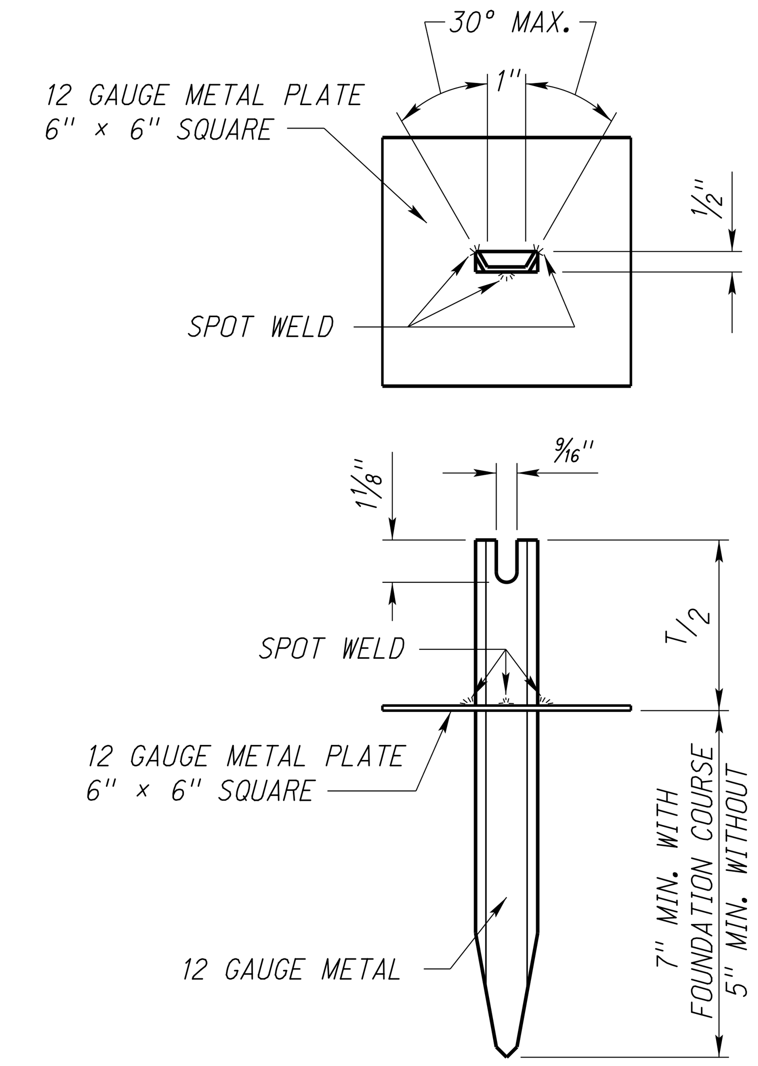
THE DOWEL BAR SPACING SHALL
BE THE SAME AS SHOWN FOR THE
EXPANSION JOINT. REFER TO DOWEL
BAR LOCATION TABLE AND THE DOWEL
BAR HEIGHT AND DIAMETER TABLE
ON SHEET 1 OF 4.



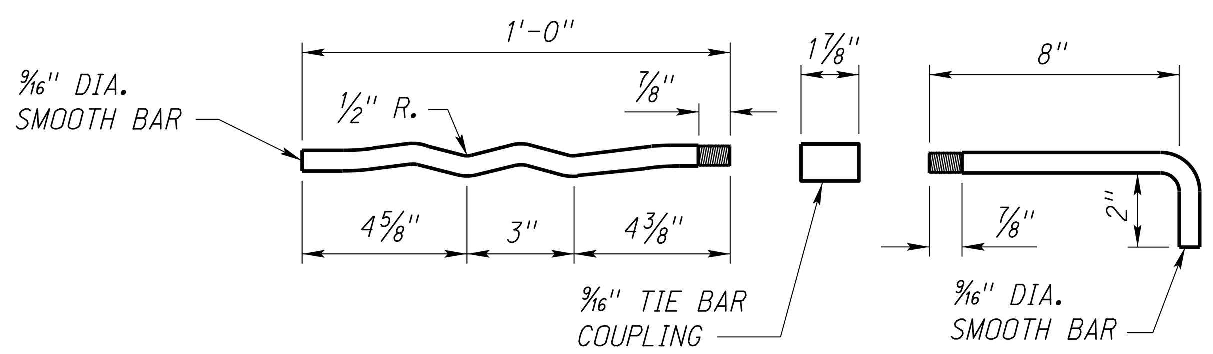
CONTRACTION JOINT



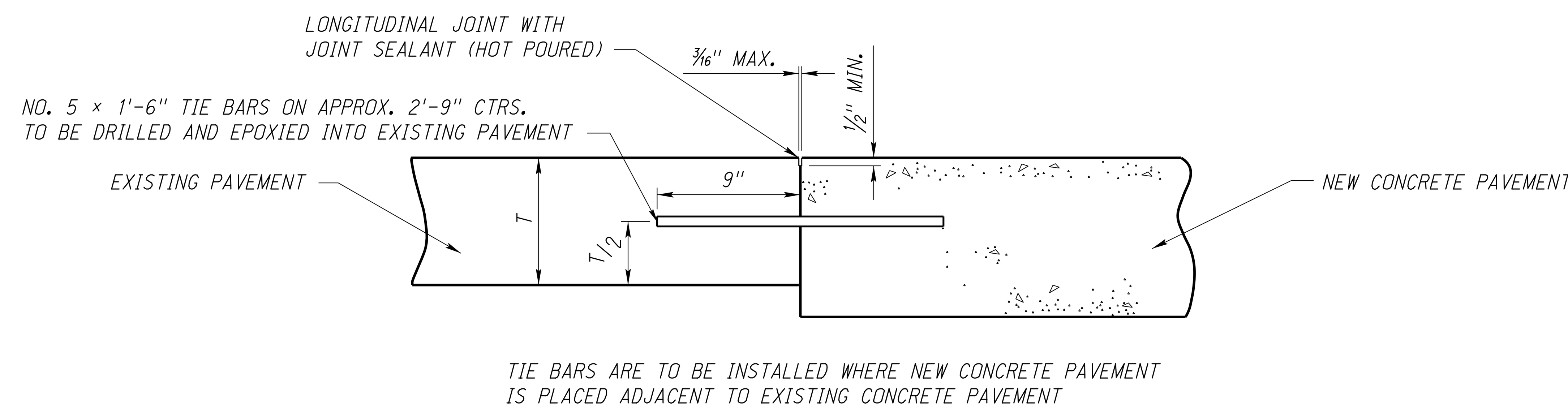
TIE BAR PIN



CHAIR



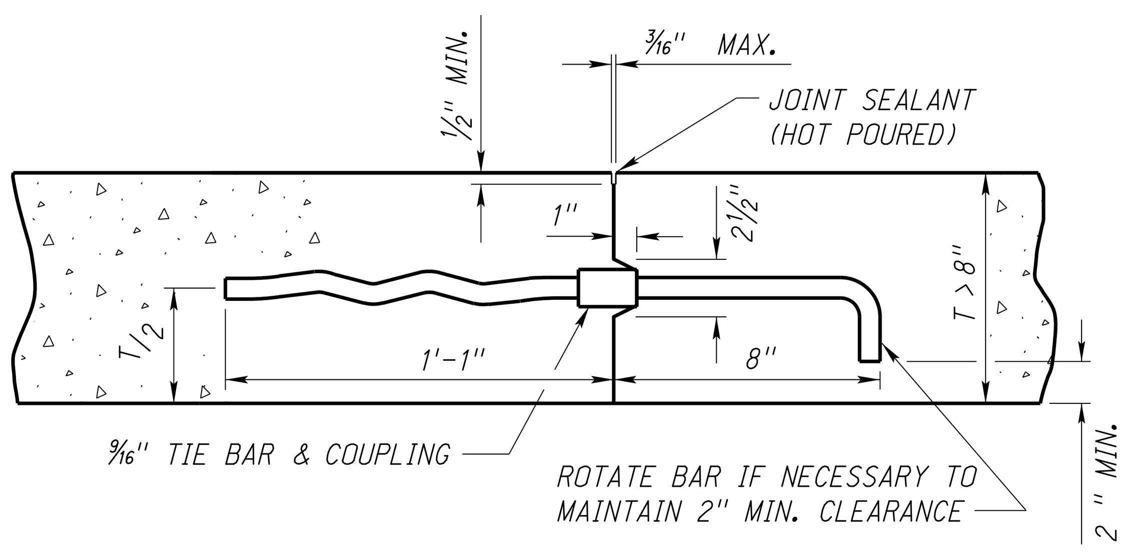
DETAILS OF "W" BAR



TIE BARS ARE TO BE INSTALLED WHERE NEW CONCRETE PAVEMENT
IS PLACED ADJACENT TO EXISTING CONCRETE PAVEMENT

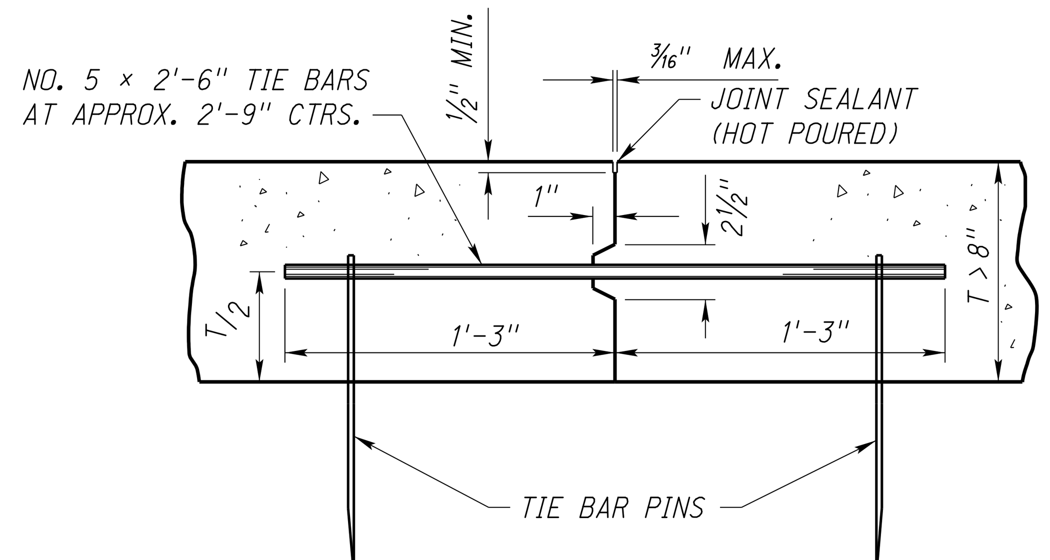
DETAILS OF TIE BAR

NOTE: T = PAVEMENT THICKNESS



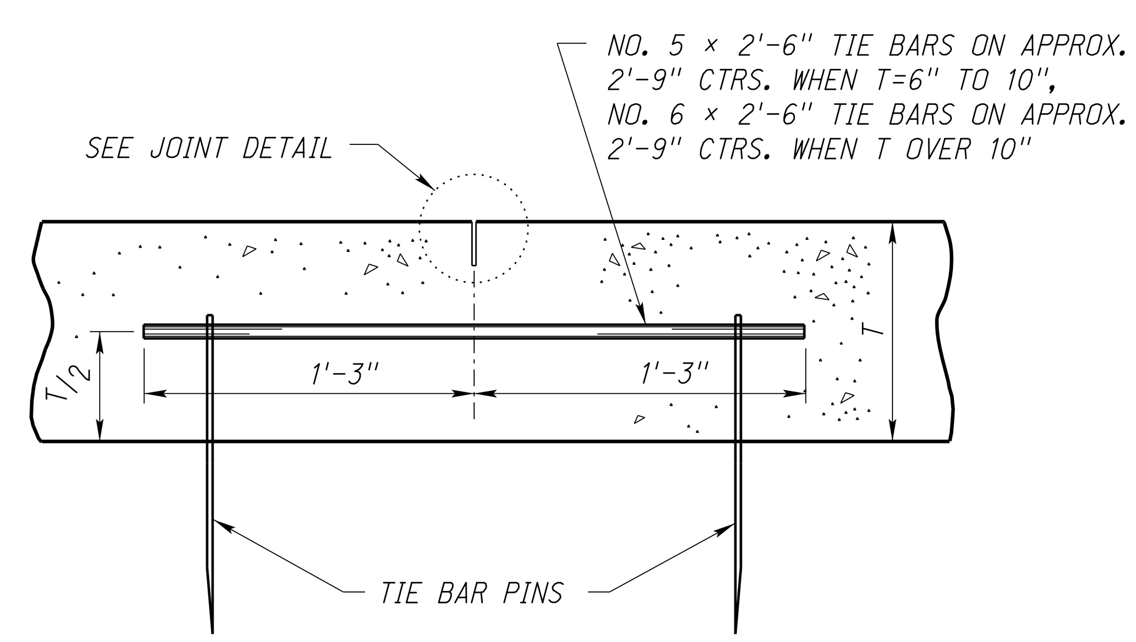
(OPTION 1)
KEY TYPE

NO. 5 HOOK AND W-BARS AT APPROX. 2'-9" CTRS.
OR 3/16" HOOK AND W-BARS AT APPROX. 2'-9" CTRS.



(OPTION 2)
KEY TYPE

KEY TYPE JOINT SHALL BE USED ON ALL LONGITUDINAL CONSTRUCTION
JOINTS WHEN THE ADJACENT LANE IS NOT PLACED AT THE SAME TIME



SAWED

WHEN TWO ADJACENT LANES ARE PLACED AT THE SAME TIME, THE
LONGITUDINAL JOINT COMMON TO THE LANES SHALL BE SAWED

LONGITUDINAL JOINTS

NOTE:
NO TIE BARS SHALL BE CLOSER THAN 1'-3" TO A TRANSVERSE JOINT. ALL LONGITUDINAL JOINTS
BETWEEN LANES AND BETWEEN LANES AND SHOULDERS MUST BE TIED. MEDIAN SHOULD NOT BE TIED.

REV. NO.	DATE	DESCRIPTION OF REVISION
R11	JUL 20	CHANGED TINING INFORMATION
R10	JAN 18	CHANGED DOWEL BAR LOCATION TABLE
R9	JUL 11	JOINT: EARLY SAW CUT

NEBRASKA DEPARTMENT OF TRANSPORTATION
STANDARD PLAN NO. 329-R11

8 TO 16 INCH CONCRETE PAVEMENT

ACCEPTED BY FHWA FOR USE ON THE
NATIONAL HIGHWAY SYSTEM:

PROFESSIONAL CIVIL ENGINEER
MICK S. SYSLO
E-10043
STATE OF NEBRASKA

DATE

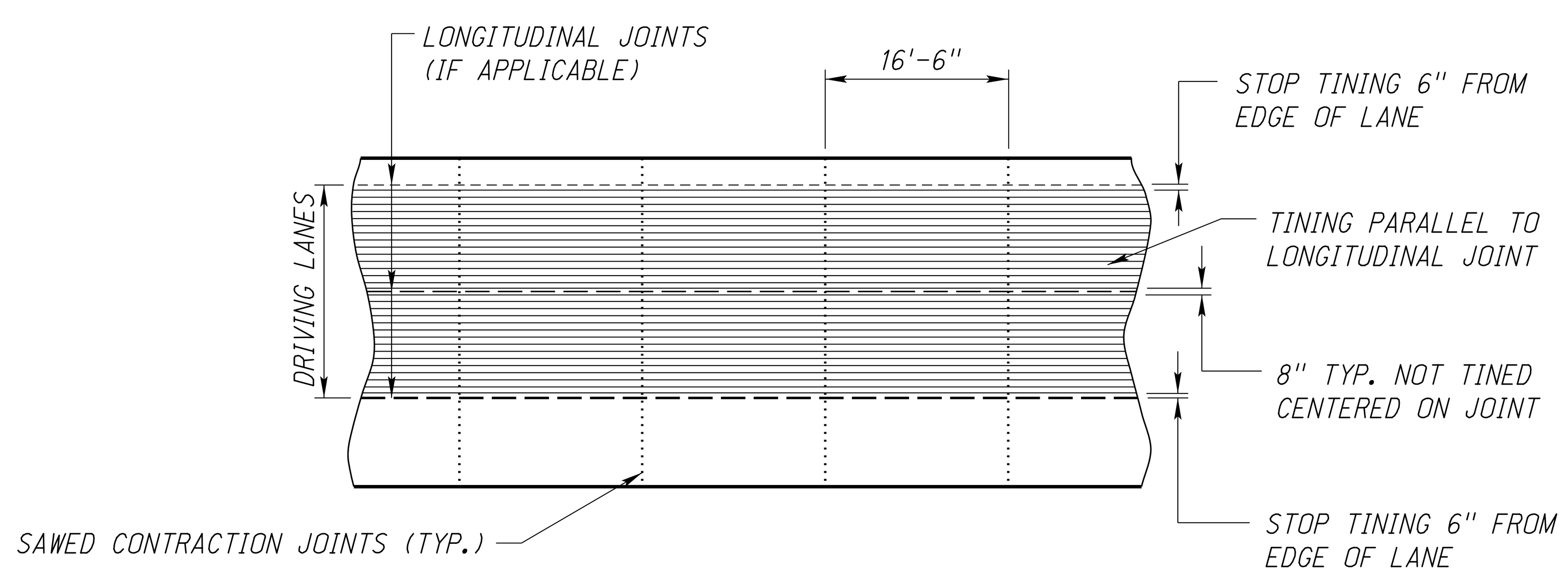
ORIGINAL:
OCTOBER 25, 1994
DATE

2
4

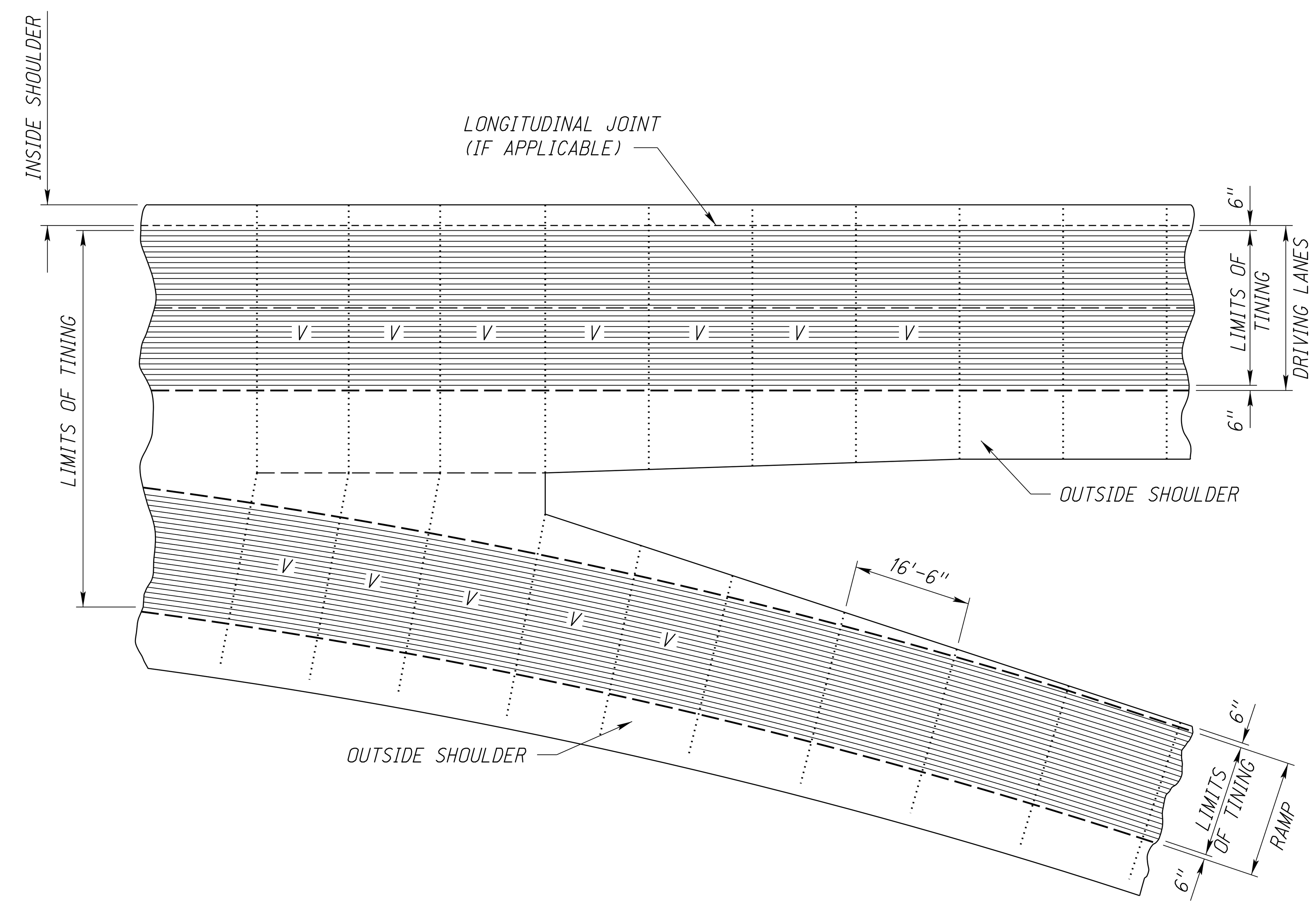
Computer: NDOTDESIGN134

Date: 29-JUN-2021 09:18

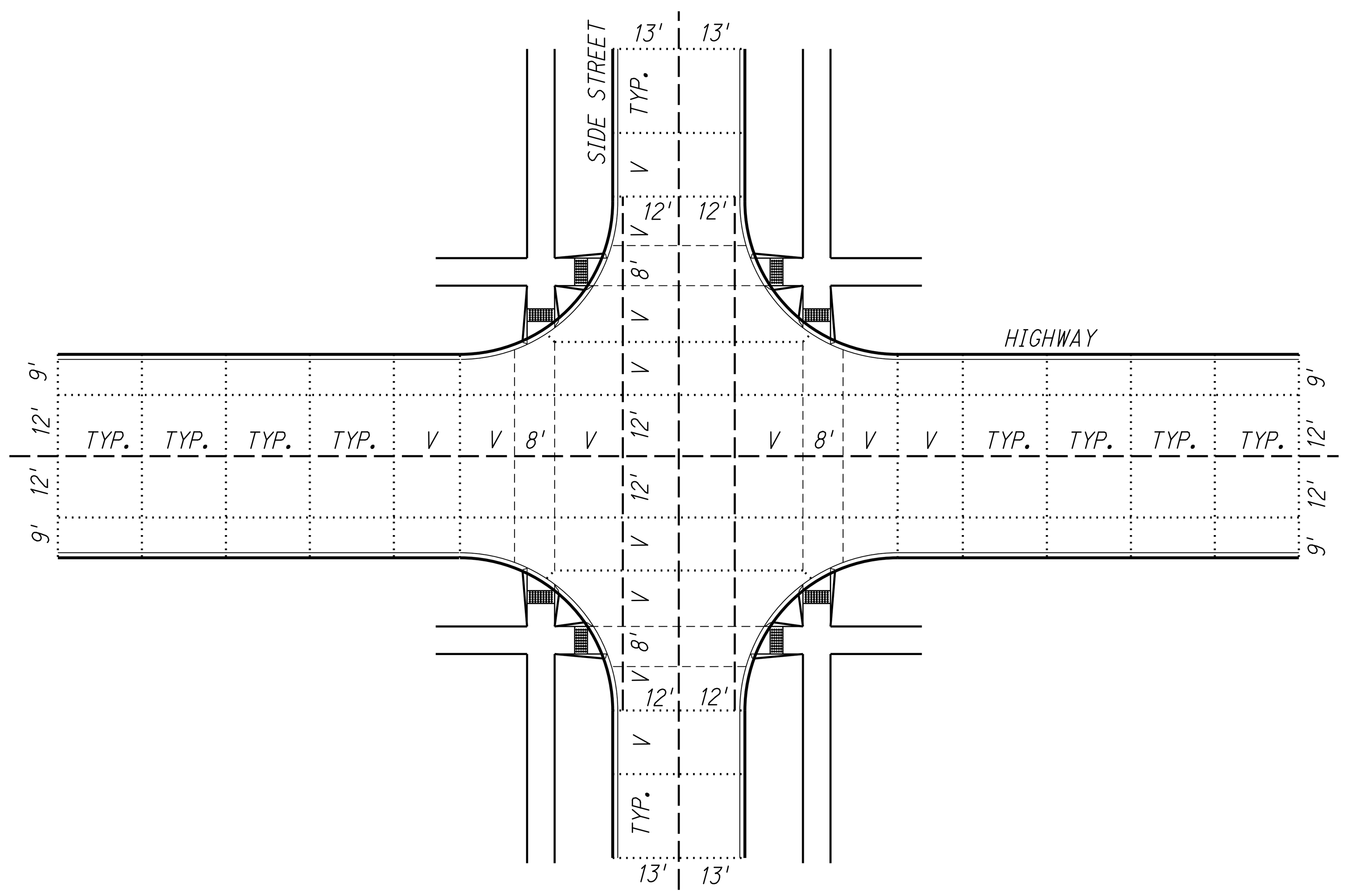
File: 32900e11.dgn



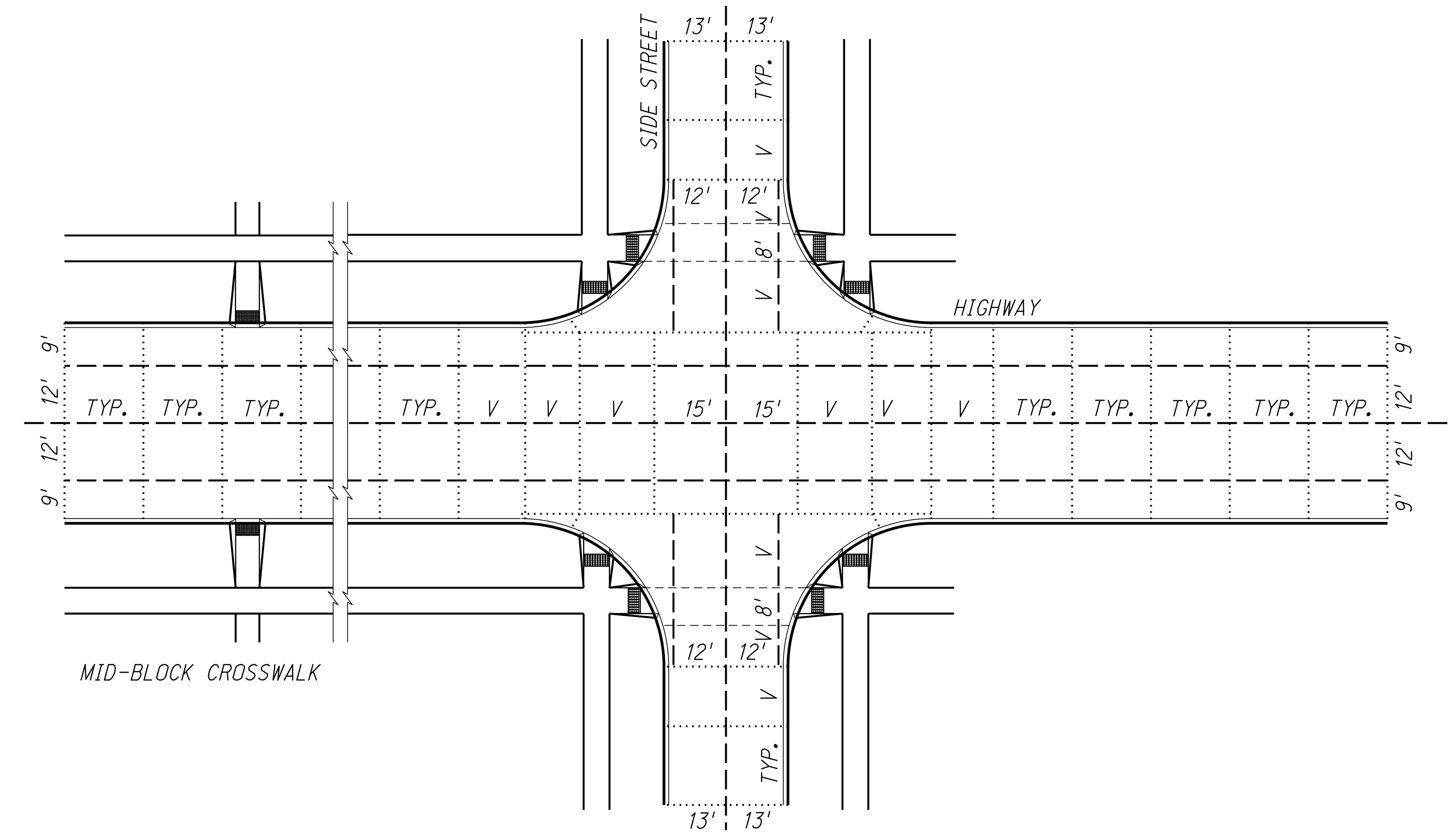
TINING WITH CONCRETE SHOULDER



TINING LIMITS GORE AREA



STOP OR YIELD CONTROL ON ALL FOUR LEGS



STOP OR YIELD CONTROL ON THE SIDE STREETS ONLY

NOTES:

TINING IS REQUIRED FOR PAVEMENT WITH POSTED SPEEDS GREATER THAN 40 MPH (INCLUDING TURN LANES).

16'-6" TRANSVERSE JOINT SPACING IS THE STANDARD JOINT SPACING REGARDLESS OF THE PAVEMENT THICKNESS.

V VARIES FROM 10'-0" TO MAX. 16'-6".

THE LONGITUDINAL JOINT BETWEEN THE SHOULDER AND THE 12'-0" DRIVING LANE IS NOT REQUIRED FOR SHOULDER WIDTHS OF 4'-0" OR LESS.

TRANSVERSE JOINTS FOR DOWELED CONCRETE PAVEMENT SHALL BE CONSTRUCTED PERPENDICULAR TO THE ROADWAY.

REV. NO.	DATE	DESCRIPTION OF REVISION
R11	JUL 20	CHANGED TINING INFORMATION
R10	JAN 18	CHANGED DOWEL BAR LOCATION TABLE
R9	JUL 11	JOINT: EARLY SAW CUT

NEBRASKA DEPARTMENT OF TRANSPORTATION
STANDARD PLAN NO. 329-R11

8 TO 16 INCH CONCRETE PAVEMENT

ACCEPTED BY FHWA FOR USE ON THE NATIONAL HIGHWAY SYSTEM:

PROFESSIONAL CIVIL ENGINEER
MICK S. SYSLO
E-10043
STATE OF NEBRASKA

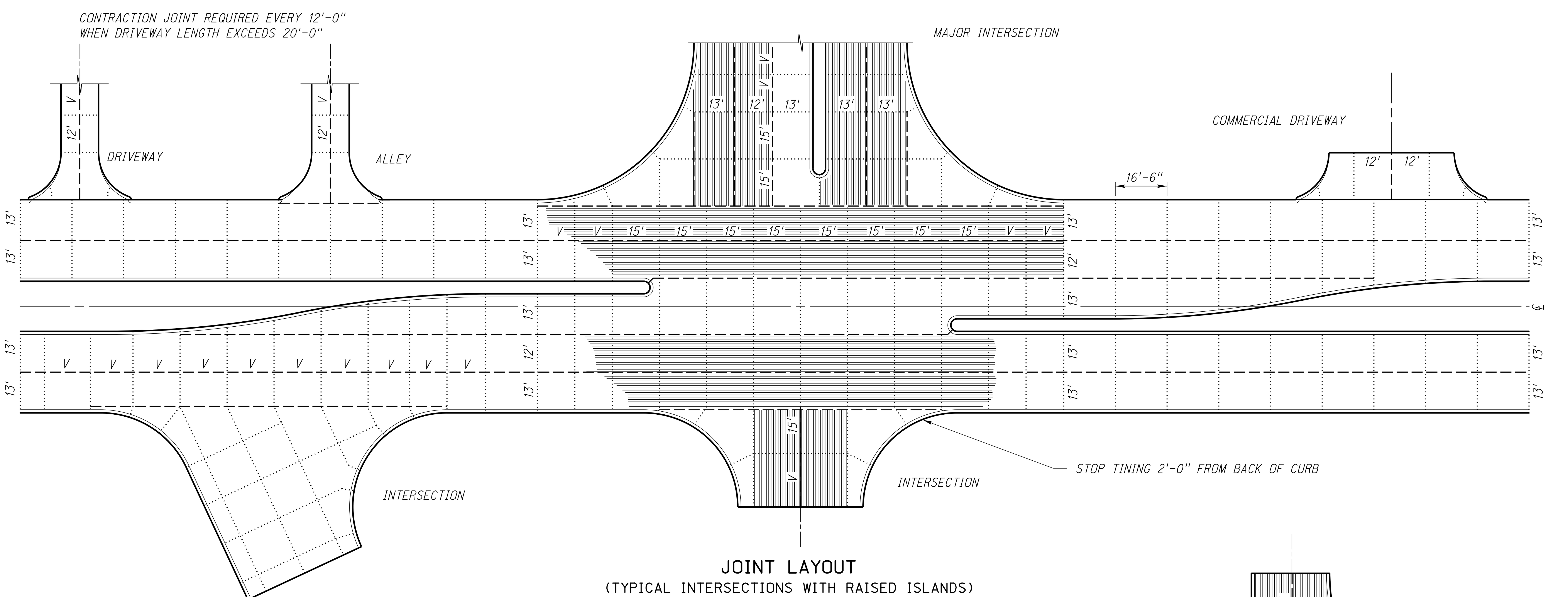
DATE

ORIGINAL:
OCTOBER 25, 1994
DATE

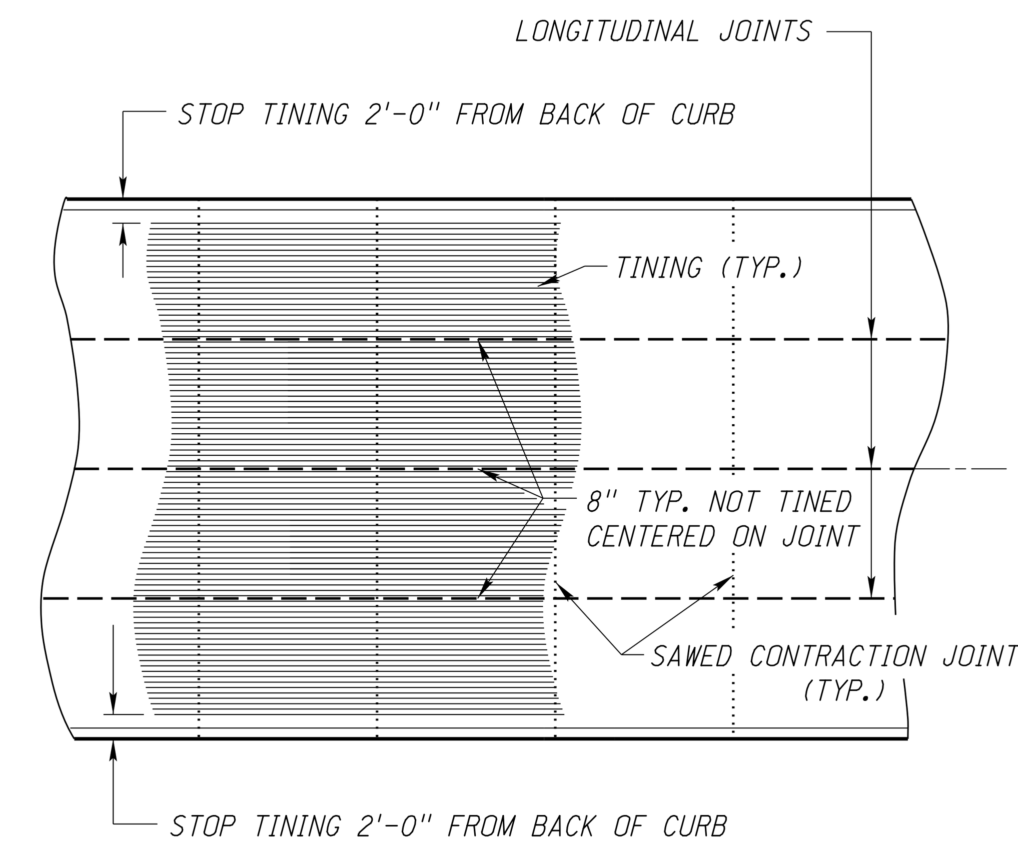
3
4

ROADWAY DESIGN DIVISION
Computer: NDOTDESIGN134
Date: 29-JUN-2021 09:18
File: 32900e11.dgn

ROADWAY DESIGN DIVISION



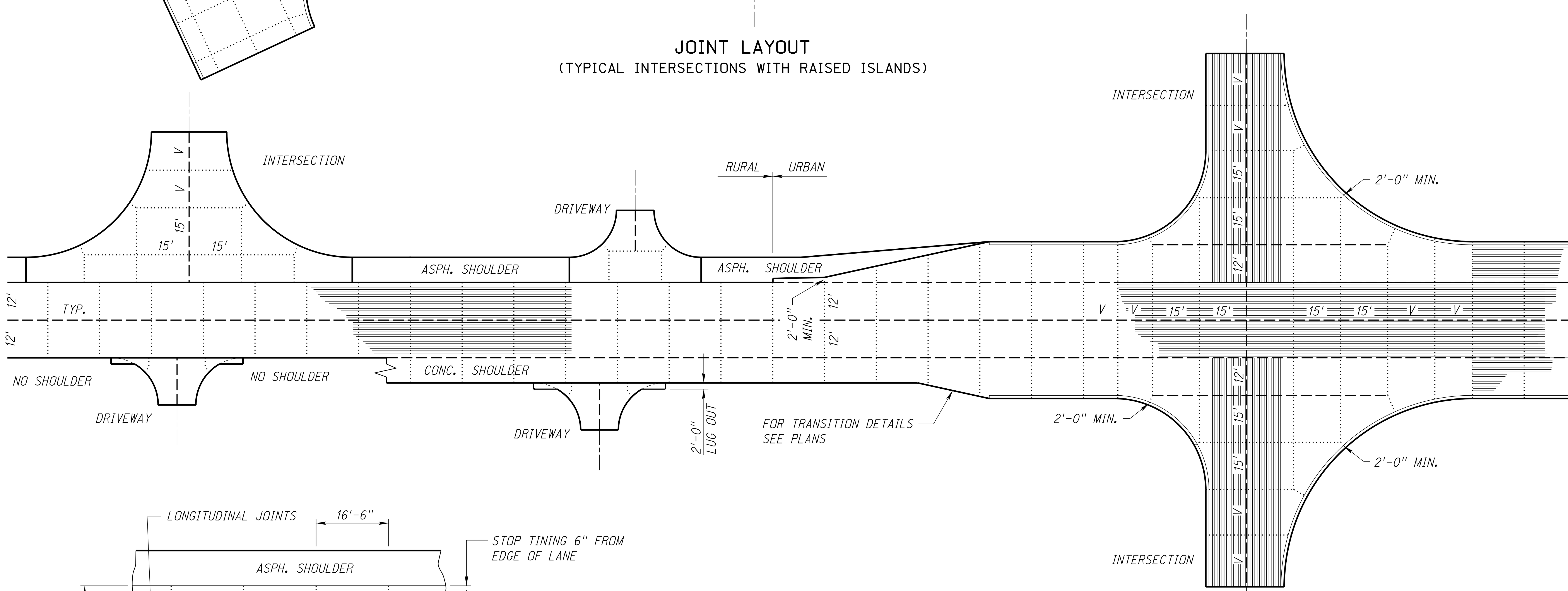
JOINT LAYOUT
(TYPICAL INTERSECTIONS WITH RAISED ISLANDS)



TINING LIMITS

LEGEND

....	SAWED CONTRACTION JOINT
– – – – –	LONGITUDINAL JOINT



JOINT LAYOUT
(TYPICAL INTERSECTIONS & DRIVES)

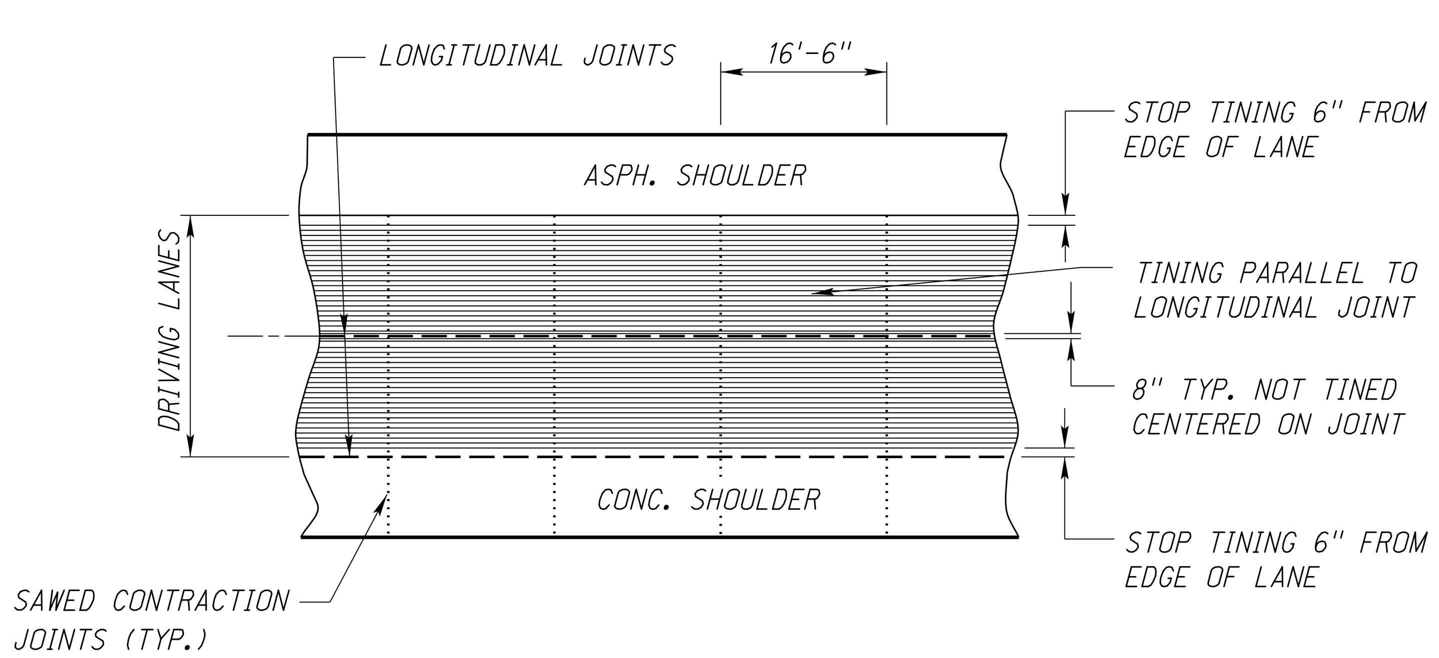
NOTES:

TINING IS REQUIRED FOR PAVEMENT WITH POSTED SPEEDS GREATER THAN 40 MPH (INCLUDING TURN LANES).

16'-6" TRANSVERSE JOINT SPACING IS THE STANDARD JOINT SPACING REGARDLESS OF THE PAVEMENT THICKNESS.

V VARIES FROM 10'-0" TO MAX. 16'-6".

VARIABLE SPACING IS USED AROUND INTERSECTIONS AND LARGE DRIVEWAYS WHICH IS TIED TO THE CONCRETE LANES OR SHOULDERS TO MATCH THE JOINTS.



RURAL TINING LIMITS WITH SURFACED SHOULDERS

REV. NO.	DATE	DESCRIPTION OF REVISION
R11	JUL 20	CHANGED TINING INFORMATION
R10	JAN 18	CHANGED DOWEL BAR LOCATION TABLE
R9	JUL 11	JOINT: EARLY SAW CUT

NEBRASKA DEPARTMENT OF TRANSPORTATION
STANDARD PLAN NO. 329-R11

8 TO 16 INCH CONCRETE PAVEMENT

ACCEPTED BY FHWA FOR USE ON THE NATIONAL HIGHWAY SYSTEM:

PROFESSIONAL CIVIL ENGINEER
MICK S. SYSLO
E-10043
STATE OF NEBRASKA

DATE

ORIGINAL:
OCTOBER 25, 1994
DATE

4
4

Computer: NDOTDESIGN134

Date: 29-JUN-2021 09:18

File: 32900e11.dgn

CHANNELIZATION DEVICES

THE FUNCTION OF CHANNELIZATION DEVICES IS TO WARN ROAD USERS OF CONDITIONS CREATED BY WORK ACTIVITIES IN OR NEAR THE TRAVELED WAY, TO PROTECT WORKERS IN THE TEMPORARY TRAFFIC CONTROL ZONE, AND TO GUIDE DRIVERS AND PEDESTRIANS SAFELY. CHANNELIZING DEVICES INCLUDE BUT ARE NOT LIMITED TO CONES, TUBULAR POSTS, VERTICAL PANELS, DRUMS, BARRICADES, TRAFFIC LANE DIVIDERS, TEMPORARY RAISED ISLANDS, AND BARRIERS.

DEVICES USED FOR CHANNELIZATION SHOULD PROVIDE FOR SMOOTH AND GRADUAL TRAFFIC MOVEMENT FROM ONE LANE TO ANOTHER, ONTO A BYPASS OR DETOUR, OR TO REDUCE THE WIDTH OF THE TRAVELED WAY. THEY MAY ALSO BE USED TO SEPARATE TRAFFIC FROM THE WORK SPACE, PAVEMENT DROP-OFFS, PEDESTRIAN PATHS, OR OPPOSING DIRECTIONS OF TRAFFIC.

CHANNELIZING DEVICES SHALL MEET THE CRASHWORTHY PERFORMANCE CRITERIA CONTAINED IN THE NATIONAL COOPERATIVE HIGHWAY RESEARCH PROGRAM (NCHRP) REPORT 350 OR MANUAL FOR ASSESSING SAFETY HARDWARE (MASH). THEY SHOULD BE CONSTRUCTED AND BALLASTED TO PERFORM IN A PREDICTABLE MANNER WHEN INADVERTENTLY STRUCK BY A VEHICLE. IF STRUCK, THE DEVICE SHOULD YIELD OR BREAK AWAY, FRAGMENTS OR OTHER DEBRIS FROM THE DEVICE SHOULD NOT PENETRATE THE PASSENGER COMPARTMENT OF THE VEHICLE OR BE A POTENTIAL HAZARD TO WORKERS OR PEDESTRIANS IN THE IMMEDIATE AREA.

SPACING OF CHANNELIZING DEVICES SHOULD NOT EXCEED A DISTANCE IN FEET EQUAL TO THE SPEED WHEN USED FOR THE TAPER CHANNELIZATION, AND A DISTANCE IN FEET OF TWICE THE SPEED WHEN USED FOR TANGENT CHANNELIZATION.

SPACING OF CHANNELIZATION DEVICES

SPEED (MPH) S	SPACING OF DEVICES (FEET) TAPER	TANGENT
25	25	50
35	35	70
45	45	90
55	55	110
60	60	120
65	65	130
75	75	150

WARNING LIGHTS MAY BE ADDED TO CHANNELIZING DEVICES IN AREAS WITH FREQUENT FOG, SNOW, OR SEVERE ROADWAY CURVATURE, OR WHERE VISUAL DISTRACTIONS ARE PRESENT, EXCEPT FOR THE SEQUENTIAL FLASHING WARNING LIGHTS, WARNING LIGHTS PLACED ON CHANNELIZING DEVICES USED IN A SERIES TO CHANNELIZE ROAD USERS SHALL BE STEADY-BURN.

THE RETROREFLECTIVE MATERIAL USED ON CHANNELIZING DEVICES SHALL HAVE A SMOOTH, SEALED OUTER SURFACE, MEETING THE REQUIREMENTS OF THE ASTM SPECIFICATION D4956, FOR TYPE IV SHEETING OR TYPE V REBOUNDABLE SHEETING (OR GREATER).

COEFFICIENT OF RETROREFLECTION (CD/LUX/M^2)

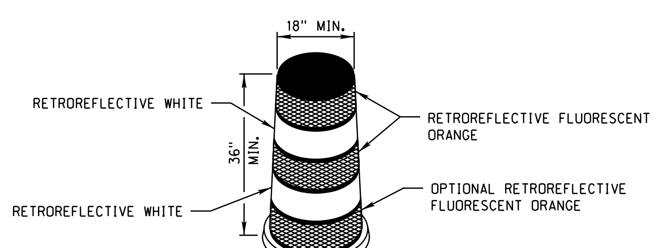
WHITE	ORANGE	RED	YELLOW
250	100	45	170

THE AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION (ATSSA) "QUALITY GUIDELINES FOR WORK ZONE TRAFFIC CONTROL DEVICES" SHALL BE USED AS A VISUAL GUIDE FOR DETERMINING IF A TRAFFIC CONTROL DEVICE/OR SIGN IS ACCEPTABLE, MARGINAL OR UNACCEPTABLE.

THE NAME AND TELEPHONE NUMBER OF THE AGENCY, CONTRACTOR, OR SUPPLIER MAY BE SHOWN ON THE CHANNELIZING DEVICE BACK OR SUPPORT, BUT NOT ON THE DEVICE FACE. THE LETTERS AND NUMBERS SHALL BE A NON-REFLECTIVE COLOR AND NOT OVER 15 SQUARE INCHES IN TOTAL AREA.

PARTICULAR ATTENTION SHOULD BE GIVEN TO MAINTAINING THE CHANNELIZING DEVICES TO KEEP THEM CLEAN, VISIBLE, AND PROPERLY POSITIONED. DEVICES SHALL BE REPLACED THAT ARE DAMAGED AND/OR HAVE LOST A SIGNIFICANT AMOUNT OF THEIR RETROREFLECTIVITY AND EFFECTIVENESS.

REFLECTORIZED PLASTIC DRUMS



DESIGN

REFLECTORIZED PLASTIC DRUMS USED FOR TRAFFIC WARNING OR CHANNELIZATION SHALL BE CONSTRUCTED OF LIGHTWEIGHT, FLEXIBLE, AND DEFORMABLE MATERIALS AND BE A MINIMUM OF 36 INCHES IN HEIGHT AND HAVE A MINIMUM WIDTH OF AT LEAST A 18 INCHES, REGARDLESS OF ORIENTATION. THE PREDOMINANT COLOR OF THE DRUM SHALL BE ORANGE. METAL DRUMS SHALL NOT BE USED. THE MARKINGS ON DRUMS SHALL BE HORIZONTAL, SHALL BE CIRCUMFERENTIAL, AND SHALL DISPLAY FOUR 6 INCH WIDE BANDS OF RETROREFLECTIVE SHEETING, ALTERNATING FLUORESCENT ORANGE-WHITE-FLUORESCENT ORANGE-WHITE, DRUMS SHALL HAVE CLOSED TOPS THAT WILL NOT ALLOW COLLECTION OF CONSTRUCTION OR OTHER DEBRIS.

APPLICATION

DRUMS ARE MOST COMMONLY USED TO CHANNELIZE OR DELINEATE TRAFFIC FLOW BUT MAY ALSO BE USED INDIVIDUALLY OR IN GROUPS TO MARK SPECIFIC LOCATIONS. DRUMS ARE HIGHLY VISIBLE AND HAVE GOOD TARGET VALUE; THEY GIVE THE APPEARANCE OF BEING FORMIDABLE OBSTACLES AND, THEREFORE, COMMAND THE RESPECT OF ROAD USERS.

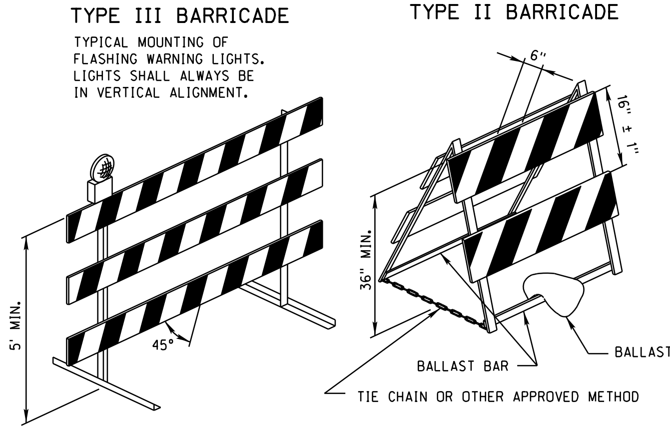
BALLAST SHALL NOT BE PLACED ON TOP OF THE DRUM. DRUMS SHOULD NOT BE WEIGHTED WITH SAND, WATER, OR ANY MATERIAL.

BARRICADES

BARRICADE TYPE	TYPE II	TYPE III
WIDTH OF RAIL ∗	8 INCHES MIN. - 12 INCHES MAX.	8 INCHES MIN. - 12 INCHES MAX.
LENGTH OF RAIL	36 INCHES	8 FEET ∗∗
WIDTH OF STRIPES	6 INCHES	6 INCHES
HEIGHT	36 INCHES	5 FEET
REFLECTIVE SHEETING	TYPE IV	TYPE IV
NUMBER OF REFLECTORIZED RAIL FACES	4 (TWO EACH DIRECTION)	6 (THREE EACH DIRECTION)

∗NOMINAL DIMENSIONS ARE PERMISSIBLE WHEN CONSTRUCTED FROM LUMBER.
∗∗WHEN LATERAL SPACE IS LIMITED, SOME TYPE III BARRICADES WITH A 4 FOOT LENGTH OF RAIL, MAY BE ALLOWED WHEN APPROVED BY THE ENGINEER.

TYPE III BARRICADE — TYPE II BARRICADE



BALLAST SHALL NOT BE PLACED OVER ANY REFLECTIVE DEVICE

DESIGN

A BARRICADE IS A PORTABLE OR FIXED DEVICE HAVING TWO OR THREE RAILS WITH APPROPRIATE MARKINGS. IT IS USED TO CONTROL ROAD USERS BY CLOSING, RESTRICTING, OR DELINEATING ALL OR A PORTION OF THE RIGHT-OF-WAY.

BARRICADES SHALL BE ONE OF TWO TYPES; TYPE II OR TYPE III.

STRIPES ON BARRICADE RAILS SHALL BE ALTERNATING ORANGE AND WHITE RETROREFLECTIVE STRIPES SLOPING DOWNWARD AT AN ANGLE OF 45 DEGREES IN THE DIRECTION ROAD USERS ARE TO PASS. THE STRIPES SHALL BE 6 INCHES WIDE. THE MINIMUM RAIL LENGTH FOR A TYPE II BARRICADE IS 36 INCHES.

WHERE BARRICADES EXTEND ENTIRELY ACROSS A ROADWAY, THE STRIPES SHOULD SLOPE DOWNWARD IN THE DIRECTION TOWARD WHICH ROAD USERS MUST TURN. WHERE BOTH RIGHT AND LEFT TURNS ARE PROVIDED, THE STRIPES MAY SLOPE DOWNWARD IN BOTH DIRECTIONS FROM THE CENTER OF THE BARRICADE OR BARRICADES. WHERE NO TURNS ARE INTENDED, THE STRIPES SHOULD SLOPE DOWNWARD TOWARD THE CENTER OF THE BARRICADE OR BARRICADES.

BARRICADE RAILS SHOULD BE SUPPORTED IN A MANNER THAT WILL ALLOW THEM TO BE SEEN BY THE ROAD USER, AND IN A MANNER THAT PROVIDES A STABLE SUPPORT THAT IS NOT EASILY BLOWN OVER OR DISPLACED.

ON HIGH-SPEED ROADWAYS OR IN OTHER SITUATIONS WHERE BARRICADES MAY BE SUSCEPTIBLE TO OVERTURNING IN THE WIND, SANDBAGS SHOULD BE USED FOR BALLASTING. SANDBAGS MAY BE PLACED ON LOWER PARTS OF THE FRAME OR STAYS TO PROVIDE THE REQUIRED BALLAST BUT SHALL NOT BE PLACED ON TOP OF ANY STRIPED RAIL. BARRICADES SHALL NOT BE BALLASTED BY HEAVY OBJECTS SUCH AS ROCKS OR CHUNKS OF CONCRETE.

THE BARRICADE OWNERS NAME, NOT TO EXCEED 15 SQUARE INCHES SHALL BE SHOWN ON THE BARRICADE BACK OR SUPPORT BUT NOT ON ITS FACE.

∗∗ WHEN LATERAL SPACE IS LIMITED, SOME TYPE III BARRICADES WITH A 4 FOOT LENGTH OF RAIL, MAY BE ALLOWED WHEN APPROVED BY THE ENGINEER.

APPLICATION

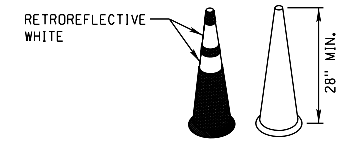
TYPE II BARRICADES ARE INTENDED FOR USE IN SITUATIONS WHERE TRAFFIC IS MAINTAINED THROUGH THE TEMPORARY TRAFFIC CONTROL ZONE. THEY MAY BE USED INDIVIDUALLY OR IN GROUPS TO MARK A SPECIFIC CONDITION, OR THEY MAY BE USED IN A SERIES FOR CHANNELIZING TRAFFIC. ON THE INTERSTATE, FREEWAY AND EXPRESSWAY SYSTEM, TYPE II BARRICADES SHALL NOT BE USED FOR CHANNELIZATION.

TYPE III BARRICADES USED AT A ROAD CLOSURE MAY EXTEND COMPLETELY ACROSS A ROADWAY FROM CURB TO CURB. WHERE PROVISION IS MADE FOR ACCESS OF AUTHORIZED EQUIPMENT AND VEHICLES, THE RESPONSIBILITY FOR THE TYPE III BARRICADES SHOULD BE ASSIGNED TO A PERSON WHO SHALL PROVIDE PROPER CLOSURE AT THE END OF EACH WORK DAY.

WHEN A HIGHWAY IS LEGALLY CLOSED BUT ACCESS MUST STILL BE ALLOWED FOR LOCAL TRAFFIC, THE TYPE III BARRICADES MAY NOT BE EXTENDED COMPLETELY ACROSS A ROADWAY. A SIGN WITH THE APPROPRIATE LEGEND CONCERNING PERMISSIBLE USE BY LOCAL TRAFFIC SHALL BE MOUNTED.

NORMALLY PERMANENT SIGNS MOUNTED ON BARRICADES SHALL BE ERECTED ABOVE THE BARRICADE. THE SIGNS "ROAD CLOSED", OR "ROAD WORK AHEAD", FOR EXAMPLE CAN EFFECTIVELY BE MOUNTED ABOVE THE BARRICADE THAT CLOSES THE ROADWAY. TYPE III BARRICADES SHALL BE SUPPLEMENTED WITH A LIGHTING DEVICE UNLESS SPECIFICALLY OMITTED BY THE ENGINEER. DETOUR ARROW AND LARGE WARNING ARROW SIGNS SHOULD BE PLACED ON THE FACE OF BARRICADE.

CONES



DESIGN

CONES SHALL BE PREDOMINANTLY ORANGE, FLOURESCENT RED-ORANGE, OR FLOURESCENT YELLOW/ORANGE, NOT LESS THAN 28 INCHES IN HEIGHT, AND SHALL BE MADE OF A MATERIAL THAT CAN BE STRUCK WITHOUT DAMAGING VEHICLES ON IMPACT. CONES WHEN ALLOWED ON THE INTERSTATE, FREEWAY OR EXPRESSWAY SYSTEM SHALL BE A MINIMUM OF 36 INCHES IN HEIGHT.

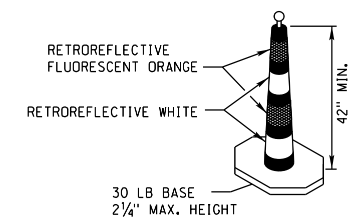
FOR NIGHTTIME USE, CONES SHALL BE RETROREFLECTIVE OR EQUIPPED WITH LIGHTING DEVICES FOR MAXIMUM VISIBILITY. RETROREFLECTION OF 28 INCH OR 36 INCH CONES SHALL BE PROVIDED BY A WHITE BAND 6 INCHES WIDE, NO MORE THAN 4 INCHES FROM THE TOP OF THE CONE, AND AN ADDITIONAL 4 INCH WIDE WHITE BAND A MINIMUM OF 2 INCHES BELOW THE 6 INCH BAND.

APPLICATION

TRAFFIC CONES ARE USED TO CHANNELIZE TRAFFIC, DIVIDE OPPOSING TRAFFIC LANES, DIVIDE TRAFFIC LANES WHEN TWO OR MORE LANES ARE KEPT OPEN IN THE SAME DIRECTION, AND DELINEATE SHORT-DURATION MAINTENANCE AND UTILITY WORK. CONES SHALL NOT BE USED FOR LANE CLOSURE TAPERS OR SHIFTS, CONES SMALLER THAN 42 INCHES SHALL NOT BE USED AT NIGHT ON RURAL HIGHWAYS, UNLESS SHOWN ON THE PLANS OR AS APPROVED OR DIRECTED BY THE ENGINEER.

STEPS SHOULD BE TAKEN TO ENSURE THAT CONES WILL NOT BE BLOWN OVER OR DISPLACED BY WIND OR MOVING TRAFFIC. CONES CAN BE DOUBLED UP TO INCREASE THEIR WEIGHT. SOME CONES ARE CONSTRUCTED WITH BASES THAT CAN BE FILLED WITH BALLAST. OTHERS HAVE SPECIAL WEIGHTED BASES, OR WEIGHTS SUCH AS SANDBAG RINGS THAT CAN BE DROPPED OVER THE CONES AND ONTO THE BASE TO PROVIDE ADDED STABILITY. BALLAST, HOWEVER, SHOULD NOT PRESENT A HAZARD IF THE CONES ARE INADVERTENTLY STRUCK.

42 INCH CONES



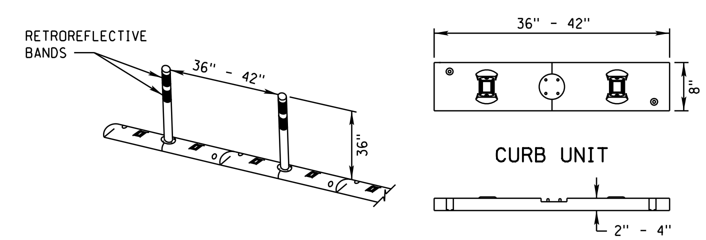
DESIGN

42 INCH CONES SHALL INCLUDE A 30 POUND RUBBER BASE AND DISPLAY FOUR 6 INCH WIDE BANDS OF RETROFEFLECTIVE SHEETING, ALTERNATING FLUORESCENT ORANGE-WHITE-FLOURESCENT ORANGE-WHITE.

APPLICATION

WHEN APPROVED BY THE ENGINEER OR SHOWN IN THE PLANS, 42 INCH REFLECTIVE CONES MAY BE USED IN LIEU OF TYPE II BARRICADES OR REFLECTORIZED DRUMS. 42 INCH CONES SHALL NOT BE USED FOR LANE-CLOSURE TAPERS OR SHIFTS. IF A RECTANGULAR BASE IS USED, THE LONG SIDE OF THE BASE SHOULD BE ORIENTED PARALLEL TO THE DIRECTION OF TRAFFIC.

TUBULAR POST AND CURB SYSTEM



DESIGN

TUBULAR POSTS USED IN THE SYSTEM SHALL BE 36 INCHES HIGH AND A MINIMUM OF 2 INCHES WIDE WHEN FACING TRAFFIC. THE TUBULAR POST AND CURB SYSTEM SHALL BE MADE OF A MATERIAL THAT CAN BE STRUCK WITHOUT DAMAGING IMPACTING VEHICLES. THE COLOR SHALL BE AS SHOWN IN THE PLANS.

THE TUBULAR POSTS SHALL BE RETROREFLECTIVE. RETROREFLECTION OF TUBULAR POSTS SHALL BE PROVIDED BY TWO 3-INCH WIDE RETROREFLECTIVE BANDS PLACED A MAXIMUM OF 2 INCHES FROM THE TOP WITH A MAXIMUM OF 6 INCHES BETWEEN THE BANDS. EACH CURB SECTION SHALL CONTAIN ONE RETROREFLECTIVE MARKER FACING EACH DIRECTION OF TRAFFIC. THE COLOR OF THE RETROREFLECTIVE BANDS AND MARKERS SHALL MATCH THE POST/CURB COLOR.

THE CURB SECTIONS SHALL BE CONFIGURED TO ALLOW FOR DRAINAGE FROM THE PAVEMENT SURFACE.

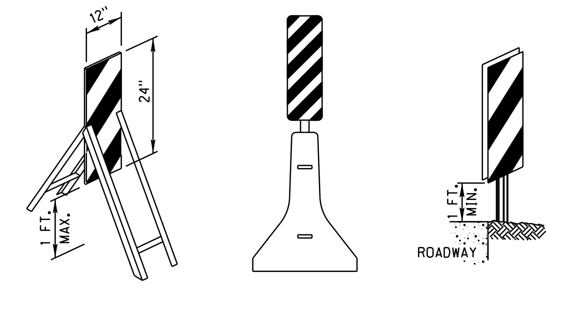
APPLICATION

TUBULAR POST AND CURB SYSTEMS MAY BE USED TO DIVIDE OPPOSING LANES OF TRAFFIC OR TO DIVIDE TRAFFIC LANES WHEN TWO OR MORE LANES ARE KEPT OPEN IN THE SAME DIRECTION.

FASTENING THE CURBS TO THE PAVEMENT WITH ANCHOR BOLTS OR OTHER SUITABLE METHODS AS DIRECTED BY THE MANUFACTURER IS REQUIRED TO MINIMIZE THE CHANCE OF BEING MOVED BY TRAFFIC.

TUBULAR POST AND CURB SYSTEMS SHALL BE INSTALLED IN THE LOCATIONS SHOWN IN THE PLANS OR DIRECTED BY THE ENGINEER.

VERTICAL PANELS



DESIGN

RETROREFLECTIVE MATERIAL ON VERTICAL PANELS SHALL BE 12 INCHES WIDE AND AT LEAST 24 INCHES HIGH. THEY SHALL HAVE ALTERNATING ORANGE AND WHITE STRIPES, WHERE THE HEIGHT OF THE RETROREFLECTIVE MATERIAL ON THE VERTICAL PANEL IS MORE THAN 36 INCHES, A PANEL STRIPE WIDTH OF 6 INCHES SHALL BE USED. WHERE THE HEIGHT OF THE RETROREFLECTIVE MATERIAL ON THE VERTICAL PANEL IS 36 INCHES OR LESS, A PANEL STRIPE WIDTH OF 4 INCHES SHALL BE USED. IF USED FOR TWO-WAY TRAFFIC, BACK-TO-BACK PANELS SHALL BE USED.

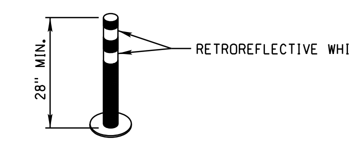
MARKINGS FOR VERTICAL PANELS SHALL BE ALTERNATING ORANGE AND WHITE RETROREFLECTORIZED STRIPES SLOPING DOWNWARD AT AN ANGLE OF 45 DEGREES IN THE DIRECTION TRAFFIC IS TO PASS.

POST MOUNTED VERTICAL PANELS SHALL BE MOUNTED WITH THE BOTTOM A MINIMUM OF 1 FOOT ABOVE THE ROADWAY. VERTICAL PANELS ON A TEMPORARY STAND SHALL BE MOUNTED WITH THE BOTTOM A MAXIMUM OF 1 FOOT ABOVE THE ROADWAY.

APPLICATION

WHERE SPACE IS LIMITED VERTICAL PANELS MAY BE USED TO CHANNEL TRAFFIC, DIVIDE OPPOSING LANES OF TRAFFIC, DIVIDE TRAFFIC LANES OR REPLACE BARRICADES. WHEN APPROVED BY THE ENGINEER, VERTICAL PANELS MAY BE POST-MOUNTED ALONG THE SIDE OF THE ROADWAY.

TUBULAR POSTS



DESIGN

TUBULAR POSTS SHALL BE PREDOMINANTLY ORANGE, NOT LESS THAN 28 INCHES HIGH, BE A MINIMUM OF 2 INCHES WIDE WHEN FACING TRAFFIC, AND MADE OF A MATERIAL THAT CAN BE STRUCK WITHOUT DAMAGING IMPACTING VEHICLES.

TUBULAR POSTS SHALL BE RETROREFLECTIVE. RETROREFLECTION OF TUBULAR POSTS SHALL BE PROVIDED BY TWO 3 INCHES WIDE WHITE BANDS PLACED A MAXIMUM OF 2 INCHES FROM THE TOP, WITH A MAXIMUM OF 6 INCHES BETWEEN THE BANDS. THE BASE SHALL NOT BE WIDER THAN 12 INCHES OR HIGHER THAN 2 INCHES.

APPLICATION

TUBULAR POSTS HAVE LESS VISIBLE AREA THAN OTHER DEVICES AND SHOULD BE USED ONLY WHERE SPACE RESTRICTIONS DO NOT ALLOW FOR THE USE OF OTHER MORE VISIBLE DEVICES. THEY MAY BE USED EFFECTIVELY TO DIVIDE OPPOSING LANES OF TRAFFIC OR TO DIVIDE TRAFFIC LANES WHEN TWO OR MORE LANES ARE KEPT OPEN IN THE SAME DIRECTION.

STEPS SHOULD BE TAKEN TO ASSURE THAT TUBULAR POSTS WILL NOT BE BLOWN OVER OR DISPLACED BY TRAFFIC BY EITHER AFFIXING THEM TO THE PAVEMENT WITH ANCHOR BOLTS OR ADHESIVE, IF A NONCYLINDRICAL DEVICE IS USED, IT SHALL BE ATTACHED TO THE PAVEMENT TO ENSURE THAT THE WIDTH FACING TRAFFIC MEETS THE MINIMUM REQUIREMENTS.

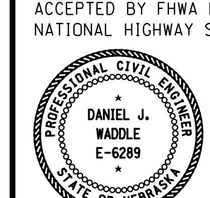
TUBULAR POSTS SHOULD NOT BE USED FOR PEDESTRIAN CHANNELIZATION OR A PEDESTRIAN BARRIERS IN TEMPORARY TRAFFIC CONTROL ZONES ON OR ALONG SIDEWALKS.

REV. NO.	DATE	DESCRIPTION OF REVISION
R7	JAN 18	NDOR BORDER TO NDOT BORDER
R6	JUN 14	2009 MUTCD UPDATE
R5	OCT 98	REVISE CHANNELIZATION DEVICES, TAPER

NEBRASKA DEPARTMENT OF TRANSPORTATION
STANDARD PLAN NO. 920-R7

TRAFFIC CONTROL, CONSTRUCTION AND MAINTENANCE

ACCEPTED BY FHWA FOR USE ON THE NATIONAL HIGHWAY SYSTEM:



DATE

ORIGINAL: OCTOBER 1998
DATE

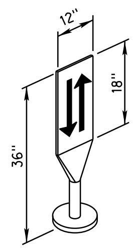
1/3

ROADWAY DESIGN DIVISION

Computer: NDOTDESIGN134 Date: 25-JAN-2019 13:34

File: 92000e07.dgn
Scale: 1:200

OPPOSING TRAFFIC LANE DIVIDERS



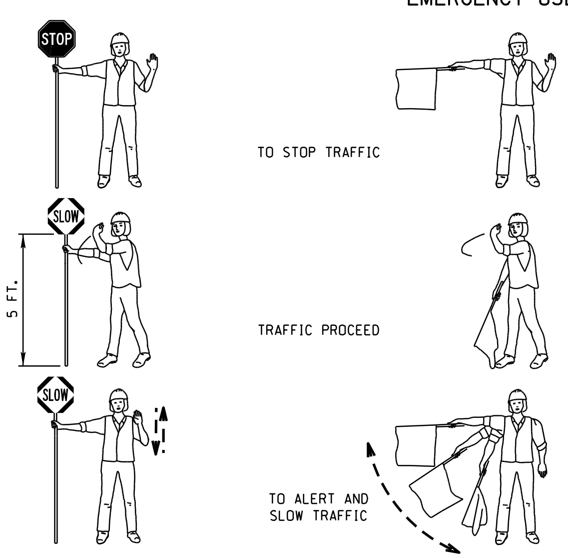
DESIGN

OPPOSING TRAFFIC LANE DIVIDERS SHALL BE A TWO SIDED UPRIGHT RETROREFLECTORIZED ORANGE PANEL, WITH A WIDTH OF 12 INCHES AND A HEIGHT OF 18 INCHES. THE TOP OF THE PANEL SHALL BE 36 INCHES ABOVE THE PAVEMENT. THE SYMBOL ON EACH SIDE SHALL BE TWO OPPOSING BLACK ARROWS. THE LANE DIVIDER SHALL BE MADE OF LIGHTWEIGHT MATERIAL THAT WILL YIELD UPON IMPACT BY A VEHICLE. THE LANE DIVIDER BASE SHALL NOT BE WIDER THAN 12 INCHES OR HIGHER THAN 4 INCHES. THE BASE SHALL BE ATTACHED TO THE EXISTING SURFACE BY EPOXY OR OTHER SUITABLE ADHESIVE, TO ENSURE THAT THE PANEL REMAINS FACING TRAFFIC.

APPLICATION

OPPOSING TRAFFIC LANE DIVIDERS ARE DELINEATION DEVICES USED AS CENTER LANE DIVIDERS TO SEPARATE OPPOSING TRAFFIC ON A TWO-LANE, TWO-WAY OPERATION.

FLAGGERS



FLAGGER PADDLE

THE STOP/SLOW PADDLE SHALL HAVE AN OCTAGONAL SHAPE ON A RIGID HANDLE. STOP/SLOW PADDLES SHALL BE AT LEAST 18 INCHES WIDE WITH LETTERS AT LEAST 6 INCHES HIGH. IF THE STOP/SLOW PADDLE IS PLACED ON A RIGID STAFF, THE MINIMUM LENGTH OF THE STAFF, MEASURED FROM THE BOTTOM OF THE SIGN TO THE END OF THIS STAFF THAT RESTS ON THE GROUND, SHOULD BE 5 FEET. THE STOP/SLOW PADDLE SHOULD BE THE PRIMARY AND PREFERRED HAND-SIGNALING DEVICE BECAUSE THE STOP/SLOW PADDLE GIVES ROAD USERS MORE POSITIVE GUIDANCE THAN RED FLAGS. USE OF FLAGS SHOULD BE LIMITED TO EMERGENCY SITUATIONS.

FLAGGERS

A FLAGGER MUST BE DRESSED FOR SAFETY. IN ADDITION TO THE REQUIREMENTS OF THE "WORKER VISIBILITY" SECTION LISTED BELOW, FLAGGERS SHALL WEAR:

1. AN ORANGE OR YELLOW/GREEN CAP OR HARD HAT.
2. A SHIRT WITH SLEEVES, PANTS AND SHOES (TANK TOPS, SHORTS OR SANDALS SHALL NOT BE WORN).

FLAGGERS SHALL BE INSTRUCTED IN THE PROPER LOCATION, DUTIES AND PROCEDURES FOR FLAGGING AS OUTLINED IN THE CURRENT MUTCD AND THE DEPARTMENT OF ROADS FLAGGER'S HANDBOOK. AS REQUIRED BY THE DEPARTMENT OF ROADS, THE FLAGGER SHALL BE CERTIFIED, AND HAVE IN THEIR POSSESSION, A VALID FLAGGER CERTIFICATION CARD.

WORKER VISIBILITY

ALL WORKERS WITHIN THE RIGHT-OF-WAY WHO ARE EXPOSED EITHER TO TRAFFIC (VEHICLES USING THE HIGHWAY FOR PURPOSES OF TRAVEL) OR TO CONSTRUCTION EQUIPMENT WITHIN THE WORK AREA SHALL WEAR HIGH-VISIBILITY SAFETY APPAREL. HIGH-VISIBILITY SAFETY APPAREL IS DEFINED TO MEAN PERSONAL PROTECTIVE SAFETY CLOTHING THAT;

1. IS INTENDED TO PROVIDE CONSPICUITY DURING BOTH DAYTIME AND NIGHTTIME USAGE, AND
2. MEETS THE PERFORMANCE CLASS 2 OR CLASS 3 REQUIREMENTS OF THE ANSI/ISEA 107-2004 PUBLICATION ENTITLED "AMERICAN NATIONAL STANDARDS FOR HIGH-VISIBILITY SAFETY APPAREL AND HEADWEAR"

LIGHTING DEVICES

FUNCTION

CONSTRUCTION AND MAINTENANCE ACTIVITIES OFTEN CREATE CONDITIONS ON OR NEAR THE TRAVELED WAY THAT ARE PARTICULARLY HAZARDOUS AT NIGHT. IT IS OFTEN DESIRABLE AND NECESSARY TO SUPPLEMENT THE REFLECTORIZED SIGNS, BARRIERS, AND CHANNELIZING DEVICES WITH LIGHTING DEVICES. STROBE TYPE LIGHTS ARE NOT PERMITTED.

BARRICADE WARNING LIGHTS DESIGN (BATTERY OPERATED)

TYPE "A" LOW INTENSITY FLASHING WARNING LIGHTS ARE MOST COMMONLY MOUNTED ON BARRICADES, OR WITH SIGNS AND ARE INTENDED TO WARN THE DRIVER THAT THEY ARE PROCEEDING IN A HAZARDOUS AREA. THESE LIGHTS SHALL NOT BE USED FOR DELINEATION, AS A SERIES OF FLASHING LIGHTS IN A ROW WOULD TEND TO OBSCURE THE DESIRED PATH.

TYPE "A" HIGH INTENSITY FLASHING WARNING LIGHTS ARE NORMALLY MOUNTED ON THE TYPE III BARRICADE THAT ACCOMPANIES THE ADVANCE WARNING SIGNS.

TYPE "C" STEADY BURN LIGHTS AS USED HEREIN, SHALL MEAN A SERIES OF LOW WATTAGE YELLOW ELECTRIC LIGHTS. WHERE LIGHTS ARE NEEDED TO DELINEATE OR MARK THE TRAVELED WAY THROUGH AND AROUND OBSTRUCTIONS IN A CONSTRUCTION MAINTENANCE AREA, THE DELINEATION SHALL BE ACCOMPLISHED BY USE OF STEADY BURNING LIGHTS. WHEN USED TO SUPPLEMENT CHANNELIZATION, THE MAXIMUM SPACING FOR WARNING LIGHTS SHOULD BE IDENTICAL TO THE CHANNELIZING DEVICE SPACING REQUIREMENTS. WHEN USED TO DELINEATE A CURVE, TYPE "C" WARNING LIGHTS SHOULD ONLY BE USED ON DEVICES ON THE OUTSIDE OF THE CURVE, AND NOT ON THE INSIDE OF THE CURVE.

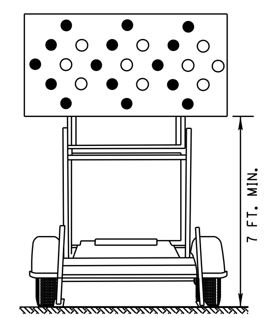
FLASHING ARROW PANEL (DISPLAY)

AN ARROW PANEL IS A SIGN WITH A MATRIX OF ELEMENTS, CAPABLE OF EITHER FLASHING OR SEQUENTIAL DISPLAYS. THIS SIGN SHALL PROVIDE ADDITIONAL WARNING AND DIRECTIONAL INFORMATION TO ASSIST IN MERGING AND CONTROLLING ROAD USERS THROUGH OR AROUND A TEMPORARY TRAFFIC CONTROL ZONE. AN ARROW PANEL SHOULD BE USED IN COMBINATION WITH APPROPRIATE SIGNS, CHANNELIZING DEVICES OR OTHER TRAFFIC CONTROL DEVICES.

DESIGN

ARROW PANELS SHALL MEET THE SIZE AND SPECIFICATIONS OF THE MUTCD FOR TYPE "C" ARROW DISPLAYS.

FLASHING ARROW PANEL SHALL BE RECTANGULAR, OF SOLID APPEARANCE AND FINISHED IN NON-REFLECTIVE BLACK. THE PANEL SHALL BE MOUNTED ON A VEHICLE, TRAILER OR OTHER SUITABLE SUPPORT. MINIMUM MOUNTING HEIGHT MEASURED VERTICALLY FROM THE BOTTOM OF THE PANEL TO THE ROADWAY BELOW IT OR TO THE ELEVATION OF THE NEAR EDGE OF THE ROADWAY. SHALL BE 7 FEET EXCEPT ON VEHICLE-MOUNTED PANELS, WHICH SHOULD BE AS HIGH AS PRACTICAL.



THE FOLLOWING SELECTIONS SHALL BE PROVIDED ON THE ARROW PANEL	
OPERATING MODE	PANEL DISPLAY
FLASHING ARROW	RIGHT SHOWN; LEFT OPPOSITE
SEQUENTIAL ARROW	RIGHT SHOWN; LEFT OPPOSITE
SEQUENTIAL CHEVRON	RIGHT SHOWN; LEFT OPPOSITE
FLASHING DOUBLE ARROW	
FLASHING OR ALTERNATING CAUTION	OR FLASHING LINE OR FLASHING CORNERS OR ALTERNATING DIAMOND CAUTION

THE ARROW PANEL SHALL HAVE A MINIMUM SIZE OF 96 INCHES WIDE AND 48 INCHES HIGH. THE MINIMUM LEGIBILITY DISTANCE SHALL BE 1 MILE. THE PANEL SHALL CONTAIN 25 LAMP ELEMENTS. ARROW PANEL ELEMENTS SHALL BE CAPABLE OF A MINIMUM 50 PERCENT DIMMING, AUTOMATICALLY WHEN AMBIENT LIGHT FALLS BELOW 50 LUX.

THE MINIMUM ELEMENT "ON TIME" SHALL BE 50 PERCENT FOR THE FLASHING MODE AND EQUAL INTERVALS OF 25 PERCENT FOR EACH SEQUENTIAL CHEVRON PHASE. THE FLASHING RATE SHALL BE NO FEWER THAN 25 NOR MORE THAN 40 FLASHES PER MINUTE.

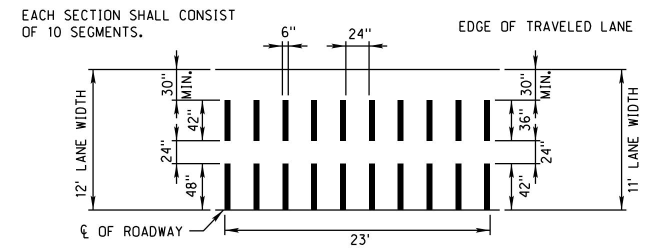
APPLICATION

A FLASHING ARROW OR SEQUENTIAL CHEVRON MODE SHALL ONLY BE USED FOR STATIONARY OR MOVING LANE CLOSURES.

FOR SHOULDER WORK BLOCKING THE SHOULDER, FOR ROADSIDE WORK NEAR THE SHOULDER, OR FOR TEMPORARILY CLOSING ONE LANE ON A TWO-LANE, TWO-WAY ROADWAY, AN ARROW PANEL SHALL BE USED ONLY IN THE CAUTION MODE.

AN ARROW DISPLAY MODE SHALL NOT BE USED ON A TWO-LANE TWO-WAY ROADWAY FOR TEMPORARY ONE-LANE OPERATION OR LANE SHIFTS. AN ARROW DISPLAY SHALL NOT BE USED TO LATERALLY SHIFT TRAFFIC.

TEMPORARY RUMBLE STRIPS



DESIGN

TEMPORARY RUMBLE STRIPS MAY BE MADE OF ASPHALT PAVING MATERIAL, EPOXY AND AGGREGATE OR OTHER SUITABLE MATERIAL WHICH WILL MAINTAIN A DESIRABLE RUMBLE EFFECT. THE TEMPORARY RUMBLE STRIP SHOULD HAVE AN INSTALLED HEIGHT OF $\frac{5}{8}$". PREFORMED RUMBLE STRIPS MAY BE USED PROVIDED THEY HAVE A MINIMUM $\frac{1}{2}$" HEIGHT.

TRAFFIC SIGNALS

TRAFFIC SIGNALS MAY BE ALLOWED AT CERTAIN EQUIPMENT CROSSINGS WHERE THE VOLUME OF FILL MATERIAL AND THE NUMBER OF EQUIPMENT CROSSINGS PER HOUR IS HIGH. TRAFFIC SIGNALS MAY BE ALLOWED AT CERTAIN BRIDGE CONSTRUCTION SITES WHERE A COMBINATION OF ONE-WAY TRAFFIC AND HIGH TRAFFIC VOLUMES WOULD BE BEST SERVED WITH THIS TYPE OF TRAFFIC CONTROL.

ALL TRAFFIC SIGNAL REQUESTS AND METHOD OF INSTALLATION ON THE STATE HIGHWAY SYSTEM SHALL BE IN COMPLIANCE WITH THE MUTCD AND MUST BE APPROVED BY THE STATE TRAFFIC ENGINEER.

IF, AFTER THE SIGNAL ASSEMBLIES ARE ERECTED AND THE ROAD IS OPEN TO PUBLIC TRAVEL, THE SIGNAL SYSTEM IS NOT PUT IMMEDIATELY INTO OPERATION, THE SIGNAL FACES SHALL BE COVERED WITH BURLAP OR OTHER OPAQUE MATERIAL SUBJECT TO THE APPROVAL OF THE ENGINEER. INOPERATIVE SIGNALS ON ROADS OPEN TO THE PUBLIC SHALL ALWAYS BE COVERED. TILTING THE SIGNALS UPWARD IS NOT AN ACCEPTABLE ALTERNATIVE TO COVERING THE HEADS.

FLOODLIGHTS

WHEN NIGHTTIME WORK IS REQUIRED, FLOODLIGHTS SHALL BE USED TO ILLUMINATE FLAGGER STATIONS. FLOODLIGHTS SHOULD BE USED TO ILLUMINATE EQUIPMENT CROSSINGS, AND OTHER AREAS WHERE EXISTING LIGHT IS NOT ADEQUATE FOR THE WORK TO BE PERFORMED SAFELY.

IN NO CASE SHALL FLOODLIGHTING BE PERMITTED TO CREATE A DISABLING GLARE FOR DRIVERS. THE ADEQUACY OF THE FLOODLIGHT PLACEMENT AND ELIMINATION OF POTENTIAL GLARE SHOULD BE CHECKED BY DRIVING THROUGH THE PROJECT.

PAVEMENT MARKING

IT IS INTENDED TO THE EXTENT POSSIBLE, THAT MOTORISTS BE PROVIDED MARKINGS WITHIN A WORK AREA COMPARABLE TO THE MARKINGS NORMALLY MAINTAINED ALONG ADJACENT ROADWAYS, PARTICULARLY AT EITHER END OF THE WORK AREA.

ALL MARKINGS AND DEVICES USED TO DELINEATE VEHICLE AND PEDESTRIAN PATHS SHALL BE CAREFULLY REVIEWED DURING DAYTIME AND NIGHTTIME PERIODS TO AVOID INADVERTENTLY LEADING DRIVERS OR PEDESTRIANS FROM THE INTENDED PATH.

PAVEMENT MARKINGS NO LONGER APPLICABLE SHALL BE REMOVED UNLESS OTHERWISE APPROVED BY THE ENGINEER.

TAPERS

TAPERS ARE CREATED USING A SERIES OF CHANNELIZING DEVICES OR PAVEMENT MARKINGS TO MOVE TRAFFIC OUT OF OR INTO ITS NORMAL PATH.

MERGING TAPER

A MERGING TAPER REQUIRES THE LONGEST DISTANCE BECAUSE DRIVERS ARE REQUIRED TO MERGE INTO COMMON ROAD SPACE. THE TAPER SHOULD BE LONG ENOUGH TO ENABLE MERGING DRIVERS TO HAVE ADEQUATE ADVANCE WARNING AND SUFFICIENT LENGTH TO ADJUST THEIR SPEEDS AND MERGE INTO A SINGLE LANE BEFORE THE DOWNSTREAM END OF THE TRANSITION.

SHIFTING TAPER

A SHIFTING TAPER IS USED WHEN MERGING IS NOT REQUIRED, BUT A LATERAL SHIFT IS NEEDED. APPROXIMATELY ONE-HALF "L" HAS BEEN FOUND TO BE ADEQUATE. WHERE MORE SPACE IS AVAILABLE, IT MAY BE BENEFICIAL TO USE LONGER TAPERS. GUIDANCE FOR CHANGES IN ALIGNMENT MAY ALSO BE ACCOMPLISHED BY USING HORIZONTAL CURVES DESIGNED FOR NORMAL HIGHWAY SPEEDS.

SHOULDER TAPERS

A SHOULDER TAPER MAY BE BENEFICIAL ON HIGH-SPEED ROADWAYS WHERE SHOULDERS ARE PART OF THE ACTIVITY AREA AND ARE CLOSED, OR WHEN IMPROVED SHOULDERS MIGHT BE MISTAKEN AS A DRIVING LANE IN THESE INSTANCES, THE SAME TYPE, BUT ABBREVIATED, CLOSURE PROCEDURES USED ON A NORMAL PORTION OF THE ROADWAY CAN BE USED. IF USED, SHOULDER TAPERS APPROACHING THE ACTIVITY AREA SHOULD HAVE A LENGTH OF ABOUT ONE-THIRD "L".

DOWNSTREAM TAPERS

THE DOWNSTREAM TAPER MAY BE USEFUL IN TERMINATION AREAS TO PROVIDE A VISUAL CUE TO THE DRIVER THAT ACCESS IS AVAILABLE TO THE ORIGINAL LANE OR PATH THAT WAS CLOSED. WHEN USED, IT SHOULD HAVE A MINIMUM LENGTH OF ABOUT 100 FEET PER LANE, WITH DEVICES SPACED ABOUT 20 FEET APART.

ONE LANE, TWO WAY TAPER

THE ONE-LANE, TWO-WAY TAPER IS USED IN ADVANCE OF AN ACTIVITY AREA THAT OCCUPIES PART OF A TWO-WAY ROADWAY IN SUCH A WAY THAT A PORTION OF THE ROAD IS USED ALTERNATELY BY TRAFFIC IN EACH DIRECTION. A SHORT TAPER HAVING A MINIMUM LENGTH OF 50 FEET AND A MAXIMUM LENGTH OF 100 FEET WITH CHANNELZING DEVICES AT APPROXIMATELY 20 FOOT SPACINGS SHOULD BE USED TO GUIDE TRAFFIC INTO THE ONE-LANE-SECTION AND A DOWNSTREAM TAPER WITH A LENGTH OF APPROXIMATELY 100 FEET SHOULD BE USED TO GUIDE TRAFFIC BACK INTO THEIR ORIGINAL LANE.

TAPER LENGTH CRITERIA FOR TEMPORARY TRAFFIC CONTROL ZONES	
TYPE OF TAPER	TAPER LENGTH (FEET)
MERGING TAPER	L MINIMUM
SHIFTING TAPER	1/2 L MINIMUM
SHOULDER TAPER	1/3 L MINIMUM
TWO-WAY TAPER	100 FEET MAXIMUM

FORMULAS FOR L	
SPEED	FORMULA
40 MPH OR LESS	$L = \frac{WS^2}{60}$
45 MPH OR GREATER	L = WS

L = TAPER LENGTH IN FEET
W = WIDTH OF OFFSET IN FEET
S = POSTED SPEED LIMIT PRIOR TO WORK IN MPH

TAPER LENGTH L (FEET)			
SPEED (MPH)	LANE WIDTH		
S	10 FT.	11 FT.	12 FT.
25	105	115	125
30	150	165	180
35	205	225	245
40	270	295	320
45	450	495	540
50	500	550	600
55	550	605	660
60	600	660	720
65	650	715	780
75	750	825	900

REV. NO.	DATE	DESCRIPTION OF REVISION
R7	JAN 18	NDOR BORDER TO NDOT BORDER
R6	JUN 14	2009 MUTCD UPDATE
R5	OCT 98	REVISE CHANNELIZATION DEVICES, TAPER

NEBRASKA DEPARTMENT OF TRANSPORTATION
STANDARD PLAN NO. 920-R7

TRAFFIC CONTROL, CONSTRUCTION AND MAINTENANCE

ACCEPTED BY FHWA FOR USE ON THE NATIONAL HIGHWAY SYSTEM:

DATE

PROFESSIONAL CIVIL ENGINEER
DANIEL J. WADDLE
E-6289
STATE OF NEBRASKA

DATE

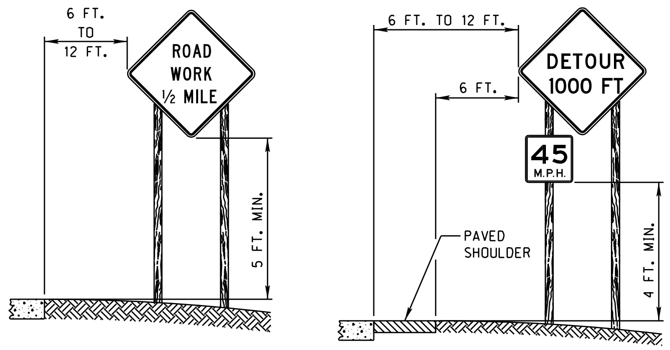
ORIGINAL:
OCTOBER 1998
DATE

Computer: NDOTDESIGN134
Date: 25-JAN-2019 13:34
File: 92000e07.dgn
Scale: 1:200

ROADWAY DESIGN DIVISION

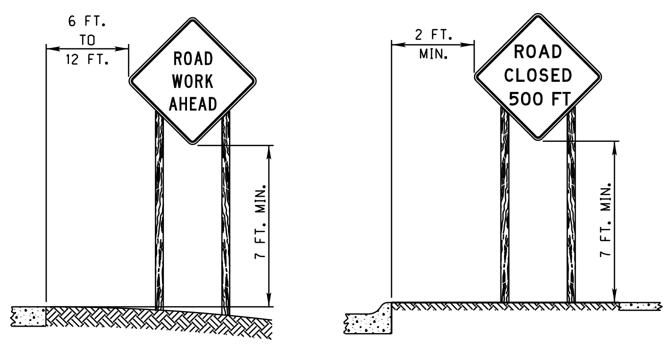
ROADSIDE SIGNS

HEIGHT AND LATERAL LOCATION OF SIGNS
RURAL AREA



WITH SPEED ADVISORY PLATE

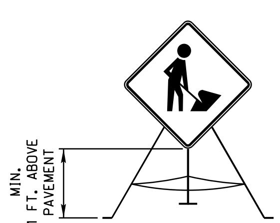
URBAN AREA



TYPICAL FIRST SIGN AT CONSTRUCTION SITE

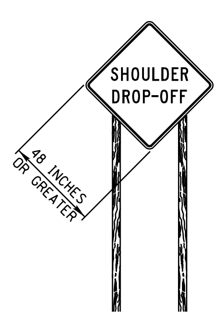
WITH TYPE "A" FLASHING WARNING LIGHT MOUNTED ABOVE TYPE III BARRICADE

PORTABLE AND TEMPORARY MOUNTING

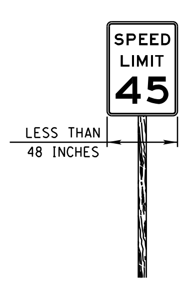


TYPICAL SIGN MOUNTINGS

POST MOUNTED



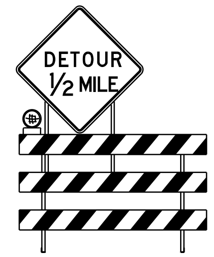
SIGNS 48 INCHES OR WIDER REQUIRE TWO POSTS



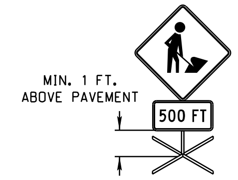
SIGN WIDTHS LESS THAN 48 INCHES MAY BE MOUNTED WITH ONE POST

TYPICAL SIGN MOUNTINGS

OTHER THAN POST MOUNTED

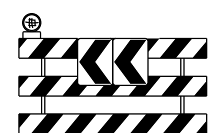


TYPE III BARRICADE WITH SIGN

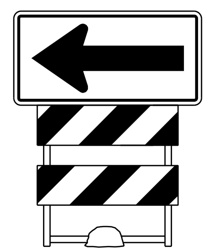


PORTABLE AND TEMPORARY MOUNTING

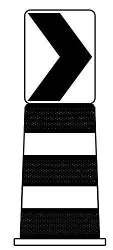
TYPE III BARRICADE WITH SIGN AND DETOUR ARROW



TYPE III BARRICADE WITH CHEVRONS



TYPE II BARRICADE WITH DETOUR ARROW OR SIGN



PLASTIC DRUM WITH CHEVRON OR SIGN

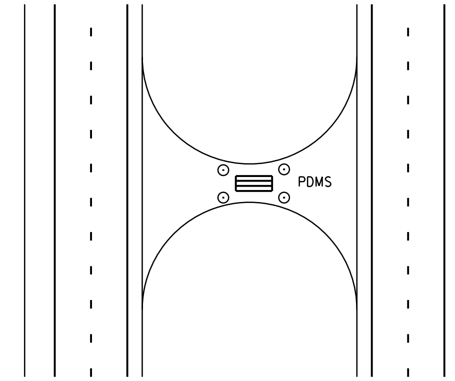
TEMPORARY SIGN SUPPORTS

ALL "TEMPORARY SIGN" SUPPORTS (BASES) SHALL BE NCHRP 350 OR MASH (TL-3) APPROVED.

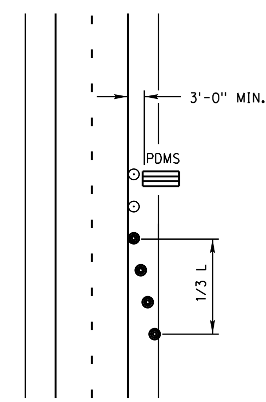
"TEMPORARY SIGNS" ARE ALL TEMPORARILY MOUNTED WORK ZONE SIGNS THAT ARE NOT POST MOUNTED IN THE GROUND AT THE TYPICAL 5 FOOT MOUNTING HEIGHT. TEMPORARY SIGNS ARE CONSIDERED NCHRP 350 OR MASH CATEGORY 2 DEVICES AND ARE MOUNTED ON TEMPORARY SIGN STANDS. TEMPORARY SIGNS SHALL BE MOUNTED A MINIMUM OF 1 FOOT ABOVE THE GROUND, UNLESS OTHERWISE REQUIRED TO BE MOUNTED AT A HIGHER HEIGHT.

TEMPORARY SIGNS AND THEIR SUPPORTS SHALL NOT BE IN PLACE LONGER THAN 3 DAYS. ANY SIGN THAT IS TO BE IN PLACE LONGER THAN 3 DAYS SHALL BE POST MOUNTED OR MOUNTED TO A DRUM, BARRICADE, OR BARRIER, AS REQUIRED BY THE PLANS OR SPECIFICATIONS.

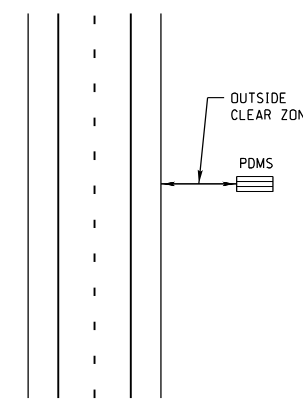
PORTABLE DYNAMIC MESSAGE SIGN DELINEATION



IN MEDIAN



ON SHOULDER



OFF SHOULDER

PORTABLE DYNAMIC MESSAGE SIGNS (PDMS)

THE PLACEMENT OF PDMS SHOULD BE IN THE FOLLOWING ORDER:

WHENEVER POSSIBLE, PDMS SHOULD BE PLACED OFF OF ANY USABLE PORTION OF THE ROADWAY ON THE RIGHT SIDE OF THE ROADWAY. WHEN PLACED OUTSIDE THE CLEAR ZONE OR BEHIND GUARDRAIL OR CONCRETE PROTECTION BARRIERS, DELINEATION IS NOT REQUIRED.

WHERE FIELD CONDITIONS DO NOT ALLOW FOR THIS PLACEMENT, THE SIGNS MAY BE LOCATED ON THE OUTSIDE SHOULDER OF THE ROADWAY OR WITHIN THE MEDIAN.

A. A MINIMUM CLEARANCE OF 3 FEET MEASURED HORIZONTALLY FROM THE EDGE OF THE SIGN TO THE EDGE OF THE TRAVELED WAY IS RECOMMENDED.
B. THE PDMS SHOULD HAVE A MINIMUM MOUNTED HEIGHT OF 7 FEET ON FREEWAYS, EXPRESSWAYS AND IN URBAN AREAS.
C. ALL OTHER RURAL APPLICATIONS SHOULD HAVE A MINIMUM HEIGHT OF 5 FEET.

THESE HEIGHTS ARE MEASURED VERTICALLY FROM THE BOTTOM OF THE SIGN TO THE ELEVATION OF THE NEAR EDGE OF THE PAVEMENT.

REFLECTORIZED PLASTIC DRUMS SHOULD BE USED TO DELINEATE EACH SIGN USING A 1/3 L TAPER. THESE DRUMS SHOULD BE POSITIONED ON THE UPSTREAM END OF THE SIGN TO FORM A TAPER LEADING UP TO THE TRAFFIC SIDE OF THE SIGN. FOR A SIGN LOCATED IN THE MEDIAN, THE SIGN SHOULD BE DELINEATED WITH A 42 INCH CONE ON ALL FOUR CORNERS.

WHEN DEPLOYED, THE SIGN SHALL BE SIGHTED AND ALIGNED WITH APPROACHING TRAFFIC TO ENSURE VISIBILITY OF THE MESSAGE. IF MULTIPLE SIGNS ARE USED, THE SIGNS SHOULD BE LOCATED ON THE SAME SIDE OF THE ROAD AND SEPARATED ACCORDING TO PROPER SIGN SPACING.

WHEN PRACTICAL, PDMS SHOULD NOT BE USED TO REPLACE STATIC SIGNS FOR LONG TERM USAGE (OVER 10 DAYS).

WHEN PDMS ARE TO BE DEPLOYED FOR LONG PERIODS, SUCH AS INCIDENT MANAGEMENT ROLES, CONCRETE PADS WITH APPROPRIATE TIE DOWNS SHOULD BE CONSTRUCTED FOR THEIR PLACEMENT.

PDMS NOT ACTIVELY BEING USED IN A CONSTRUCTION OR INCIDENT MANAGEMENT ROLE SHOULD BE REMOVED.

REFER TO NDOR "DMS GUIDELINES" FOR PROPER PDMS MESSAGE INFORMATION.

NOTES

1. ALL TRAFFIC CONTROL DEVICES SHALL MEET THE APPLICABLE STANDARDS AND SPECIFICATIONS PRESCRIBED IN PART 6 OF THE LATEST ADOPTED EDITION OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, (MUTCD)" AND THE STATE OF NEBRASKA SUPPLEMENT TO THE MUTCD. ALL TRAFFIC CONTROL DEVICES SHALL BE CRASHWORTHY AND QUALIFY AS SUCH ACCORDING TO THE TESTING AND ACCEPTANCE GUIDELINES OF THE NATIONAL COOPERATIVE HIGHWAY RESEARCH PROGRAM (NCHRP) REPORT 350 OR MANUAL FOR ASSESSING SAFETY HARDWARE (MASH).
2. TRAFFIC CONTROL PLANS AND DEVICES SHOULD FOLLOW THE PRINCIPLES SET FORTH, BUT MAY DEVIATE FROM THE TYPICAL DRAWINGS TO ALLOW FOR CONDITIONS AND REQUIREMENTS OF THE PROJECT.
3. TRAFFIC CONTROL DEVICES SHALL BE INSTALLED SO AS NOT TO OBSTRUCT THE VIEW OF OTHER TRAFFIC CONTROL DEVICES.
4. THE ENGINEER SHALL HAVE THE AUTHORITY TO REQUIRE THE USE, AND APPROVE THE LOCATION OF ANY OF THE DEVICES SHOWN IN THESE PLANS.

WORK ZONE SPEED LIMIT NOTES

A. WORK ZONE SPEED LIMITS SHALL NOT BE INSTALLED WITHOUT A SPEED ZONE AUTHORIZATION COMPLETED BY THE DEPARTMENT.

B. REDUCED SPEED LIMITS SHOULD BE USED ONLY IN THE SPECIFIC PORTION OF THE WORK ZONE WHERE CONDITIONS OR RESTRICTIVE FEATURES ARE PRESENT. HOWEVER, FREQUENT CHANGES IN THE SPEED LIMIT SHOULD BE AVOIDED. THE REDUCTION OF SPEED SHOULD BE DESIGNED SO VEHICLES CAN SAFELY TRAVEL THROUGH THE WORK ZONE WITH A SPEED LIMIT REDUCTION OF NO MORE THAN 10 MPH UNLESS OTHERWISE NOTED IN THE PLANS.

C. WORK ZONE SPEED LIMITS SHOWN ARE TYPICAL APPLICATIONS ONLY AND ARE NOT TO BE ASSUMED AS THE SPEED LIMITS REQUIRED FOR THE WORK.

D. EXISTING SPEED LIMIT SIGNS SHALL BE REMOVED OR COVERED WHEN A REDUCED WORK ZONE SPEED LIMIT IS IN EFFECT IN THE SAME AREA.

E. WORK ZONE SPEED LIMIT SIGNS SHALL BE INSTALLED EVERY MILE THROUGH THE WORK AREA WHEN SPEED ZONE IS REDUCED.

F. A SPEED LIMIT SIGN ENDING THE REDUCED SPEED ZONE SHALL BE INSTALLED AT THE END OF EACH ZONE.

G. DOUBLE FINES AND REDUCED SPEED ZONE SIGNING ARE NOT REQUIRED FOR SHORT-DURATION WORK LESS THAN 12 HOURS.

TAPER FORMULA

$L = S \times W$ FOR SPEEDS OF 45 MPH OR MORE.

$L = \frac{WS^2}{60}$ FOR SPEEDS OF 40 MPH OR LESS.

WHERE:

L - MINIMUM LENGTH OF TAPER.

S - NUMERICAL VALUE OF POSTED SPEED LIMIT PRIOR TO WORK.

W - WIDTH OF OFFSET (LANE WIDTH).

LEGEND

TYPE III BARRICADE

REFLECTORIZED PLASTIC DRUM

REFLECTORIZED PLASTIC DRUM OR 42" CONE

PORTABLE DYNAMIC MESSAGE SIGN

REV. NO.	DATE	DESCRIPTION OF REVISION
R7	JAN 18	NDOR BORDER TO NDOT BORDER
R6	JUN 14	2009 MUTCD UPDATE
R5	OCT 98	REVISE CHANNELIZATION DEVICES, TAPER

NEBRASKA DEPARTMENT OF TRANSPORTATION

STANDARD PLAN NO. 920-R7

TRAFFIC CONTROL, CONSTRUCTION AND MAINTENANCE

ACCEPTED BY FHWA FOR USE ON THE NATIONAL HIGHWAY SYSTEM:

DATE

PROFESSIONAL CIVIL ENGINEER
DANIEL J. WADDLE
E-6289
STATE OF NEBRASKA

ORIGINAL: OCTOBER 1998

DATE

Computer: NDOTDESIGN134

Date: 25-JAN-2019 13:34

File: 92000e07.dgn
Scale: 1:200

Department: Development Services
Staff Contact: Lee Vrooman
Council Meeting Date: 2/13/2023

AGENDA ITEM SUMMARY SHEET

Description of Item:

Public hearing to consider a voluntary annexation to bring a tract of land into the corporate limits of the City of Hastings for Adams County for property generally located on the southeast corner of Baltimore Avenue and M Street

Motion to recommend approval of Ordinance No. 4728 for voluntary annexation to bring a tract of land into the corporate limits of the City of Hastings, generally located on the southeast corner of Baltimore Avenue and M Street and Repealing Ordinance 4703.

Names of People/Business affected by this action:

The people of Hastings, the City, and Adams County.

Why Council action is required:

A copy of such plat or map, certified by such an Engineer or Surveyor, as the case may be, shall be filed in the office of the city clerk or village clerk, together with a request in writing, signed by a majority of the property owners of the territory described in such plat for the annexation of such territory. The city council or village board of trustees shall, at the next regular meeting after the filing of such plat and request for annexation, vote upon the question of such annexation, and such vote shall be recorded in the minutes of such city council or village board of trustees. If a majority of all the members of the city council or village board of trustees vote for such annexation, an ordinance shall be prepared and passed by the city council or village board of trustees declaring the annexation of such territory to the corporate limits of the city or village. (N.R.S 18-3301).

All additions laid out contiguous or adjacent to the corporate limits of a city of the first class, city of the second class, or village may be included within the corporate limits and become a part of such municipality for all purposes whatsoever if approved by the city council or village board of trustees under this subsection. The addition may become part of the municipality at such time as the addition is approved by the city council or village board of trustees if (a) after giving notice of the time and place of the hearing as provided in section 19-904, the planning commission and the city council or village board of trustees both hold public hearings on the inclusion of the addition within the corporate limits and (b) the city council or village board of trustees votes to approve the inclusion of the addition within the corporate boundaries of the municipality in a separate vote from the vote approving the addition. Such hearings shall be separate from the public hearings held regarding approval of the addition. (N.R.S. 19-916).

(2) (a) Ordinances of a general or permanent nature in a city of the first class shall be read by title on three different days unless three-fourths of the city council members vote to suspend this requirement, except that in a city having a commission plan of government such requirement may be suspended by a three-fifths majority vote. (2) (b) Regardless of the form of government, such a

requirement shall not be suspended (i) for any ordinance for the annexation of territory or the redrawing of boundaries for city council election districts or wards except as otherwise provided in subsection (4) of this section or (ii) as otherwise provided by law. (N.R.S 16-404). (N.R.S 16-404)

Type of action requested:

Ordinance

Suggested motion:

Motion to recommend approval of an Ordinance No. 4728 for voluntary annexation to bring a tract of land into the corporate limits of the City of Hastings, generally located on the southeast corner of Baltimore Avenue and M Street and Repealing Ordinance 4703.

Deadlines associated with action:

Not Applicable

Department head comments:

This annexation was previously heard earlier this year, Ordinance 4703. There was a 30 foot strip of M Street that was not included in the previous annexation. To make the Adams County Justice Center property contiguous with the City, this strip of M Street is required to be included in the annexation.

This annexation is being processed at the request of the Adams County Board and they have supplied us with a letter signed by the Chairman. This annexation is for the newly proposed Justice Center for Adams County which is currently underway. The parcel is just over 12 acres and contiguous to the corporate City Limits across M Street. The area is urban in character with the current zoning of the property to be annexed designated as I-2 Heavy Industrial. Much of this area between Baltimore and Burlington, and J Street to M Street is commercial and industrial in use, with some agricultural presence intermittently. Many commercial businesses, like Orschelns, have settled in the north and several more industrial uses have been established to the east, like WR Reserve. Though the area is slated for rural residential in the Future Land Map, as we have previously discussed this area as a good candidate for reexamining in our Comprehensive Plan.

Planning Commision recommended approval 8-0 at their December 20th meeting.

This is the third and final reading of the ordinance. Recommend Approval

City Administrator comments:

ORDINANCE NO. 4728

AN ORDINANCE OF THE CITY OF HASTINGS, NEBRASKA, TO EXTEND THE BOUNDARIES AND INCLUDE WITHIN THE CORPORATE LIMITS OF AND ANNEX TO THE CITY OF HASTINGS, NEBRASKA, CERTAIN CONTIGUOUS AND ADJACENT LANDS CURRENTLY OUTSIDE OF THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA; TO REPEAL ANY ORDIANCE IN CONFLICT HEREWITH, SPECIFICALLY ORINANCE NO. 4703 AND TO PROVIDE FOR SERVICE BENEFITS THERETO.

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

SECTION 1. It is hereby found and determined by the City Council of the City of Hastings, Nebraska:

a) The tracts, streets, and highways located outside of Hastings, Adams County, Nebraska, as hereinafter more particularly described, are urban and suburban in character and are contiguous and adjacent to the existing corporate limits of the City of Hastings, Nebraska;

b) Police and fire services will be immediately available thereto upon annexation, and other City serves are or will be available as provided by law;

c) Within the area considered for annexation, the users of the City's utility services will have the benefit of rates applicable to users of such services within the City;

d) There is a unity of interest of the use of such tract with the use of lots and tracts in the City and the community of convenience and welfare and the interest of the City will be enhanced through incorporating such lots and tracts and streets within the limits of the City;

e) The owners of the subject property have, by petition, requested that the property be included within the corporate limits of the City;

f) Pursuant to *Nebraska Revised Statutes* Section 16-117 (7), a city of the first class may annex contiguous or adjacent property without complying with the provisions of Section 16-117 (3) through (6) when the property owner requests annexation by petition.

SECTION 2. That the boundaries of the City of Hastings, Nebraska, be and hereby are extended to include within the corporate limits of such City, the adjacent and contiguous land located outside the City of Hastings, Adams County, Nebraska, more particularly described as follows:

A tract of land located in parts of the Northwest Quarter (NW1/4) of Section Twenty-Four (24), Township Seven (7) North, Range Ten (10) West, and the Northeast Quarter (NE1/4) of Section Twenty-Three (23), Township Seven (7) North, Range Ten (10) West of the 6TH P.M., Adams County, Nebraska, more particularly described as follows:

Commencing at the Northwest corner of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of Section Twenty-Four (24), said point also being the Point of Beginning; thence on an assumed bearing of N88°59’28”E, along the North line of the SW1/4of the NW1/4, a distance of 1692.10 feet; thence S00°19’28”W a distance of 30.00 feet to the Northwest Corner of Lot 1, Lift Station Subdivision; thence S88°59’28”W a distance of 1728.91 feet, to a point on the east line of Lot 2, Woodwards Addition; thence N04°56’11”W a distance of 30.07 feet along the east line of Lot 2, Woodwards Addition; thence N88°59’28”E a distance of 38.56 feet to the Point of Beginning. Said tract contains 1.19 Acres more or less

AND

A tract of land located in part of the Southwest Quarter of the Northwest Quarter (SW ¼ NW ¼) Section Twenty-four (24), Township Seven (7) North, Range Ten (10) West of the 6th P.M., Adams County, Nebraska, and being more particularly described as follows:

Commencing at the West 1/16 corner of the Northwest Quarter (NW ¼); thence on an assumed bearing of N88°56′43″E, along the north line of the SW ¼ of the NW ¼, a distance of 160.02 feet to a point on the east right-of-way line of U.S. Highway 281; thence S08°05′12″E, along said east right-of-way line a distance of 30.47 feet to the point of beginning; thence N88°58′59″E, along the south right-of-way line of M Street, a distance of 693.92 feet; thence S00°43′05″E, parallel to the west line of said NW ¼ a distance of 730.34 feet; thence S89°16′55″W, perpendicular to said west line a distance of 660.24 feet to a point on said east right-of-way line, thence N01°40′08″E, along said east right-of-way line, a distance of 178.21 feet; thence N02°41′31″W, along said east right-of-way line, a distance of 290.19 feet; thence N07°34′20″W, along said east right-of-way line, a distance of 260.50 feet to the point of beginning. Said tract contains a calculated area of 484,387.87 square feet or 11.120 acres more or less

SECTION 3. That such lands are hereby annexed to the City of Hastings, Adams County, Nebraska and said lands and the persons residing thereon shall hereafter be subject to all rules, regulations, ordinances, taxes, and all other burdens and assets of other persons and territories included within the City of Hastings, Adams County, Nebraska, and shall receive substantially the benefits of other inhabitants of such city as soon as practicable.

SECTION 4. That any ordinance passed and approved prior to the passage of this ordinance, and in conflict with its provisions, is hereby repealed.

SECTION 5. This ordinance shall take effect and be in full force from and after its passage, approval and publication in electronic form.

PASSED AND APPROVED by the Mayor and City Council of the City of Hastings, Nebraska, this 9th day of January, 2023.

____

Corey Stutte, Mayor

ATTEST:

____

Kimberly S. Jacobitz, City Clerk

(S E A L)

APPROVED TO FORM:

____

Jesse Oswald, City Attorney

Board of Commissioners
500 W. 4th Street
Hastings, Nebraska 68901

(402) 461-7107
Fax: (402) 461-7185

Dave Ptak
City Administrator
City of Hastings
220 North Hastings Avenue
Hastings, NE 68901

Dear Mr. Ptak:

Adams County, the owner of the real property described herein, by and through the Board of Commissioners of Adams County, and pursuant to Neb. Rev. Stat.§16-117 (7), hereby petitions the City of Hastings to annex the real property described herein into the corporate limits of the City of Hastings. The real property will, upon the completion of construction, be the Adams County Justice Center.

The legal description of the real property is as follows:

A tract of land located in part of the Southwest Quarter of the Northwest Quarter (SW ¼ NW ¼) Section Twenty-four (24), Township Seven (7) North, Range Ten (10) West of the 6th P.M., Adams County, Nebraska, and being more particularly described as follows:
Commencing at the West 1/16 corner of the Northwest Quarter (NW ¼); thence on an assumed bearing of N88°56'43"E, along the north line of the SW ¼ of the NW ¼ , a distance of 160.02 feet to a point on the east right-of-way line of U.S. Highway 281; thence S08°05'12"E, along said east right-of-way line a distance of 30.47 feet to the point of beginning; thence N88°58'59"E, along the south right-of-way line of M Street, a distance of 693.92 feet; thence S00°43'05"E, parallel to the west line of said NW ¼ a distance of 730.34 feet; thence S89°16'55"W, perpendicular to said west line a distance of 660.24 feet to a point on said east right-of-way line; thence N01°40'08"E, along said east right-of-way line, a distance of 178.21 feet; thence N02°41'31"W, along said east right-of-way line, a distance of 290.19 feet; thence N07°34'20"W, along said east right-of-way line, a distance of 260.50 feet to the point of beginning.

Please notify the County Board if anything else is necessary to complete this process and when this matter will be considered by the Hastings City Council.

Thank you for your attention.

Lee Hogan, Chairman

Adams County
Board of Commissioners

A tract of land located in parts of the Northwest Quarter (NW1/4) of Section Twenty-Four (24), Township Seven (7) North, Range Ten (10) West, and the Northeast Quarter (NE1/4) of Section Twenty-Three (23), Township Seven (7) North, Range Ten (10) West of the 6TH P.M., Adams County, Nebraska, more particularly described as follows:

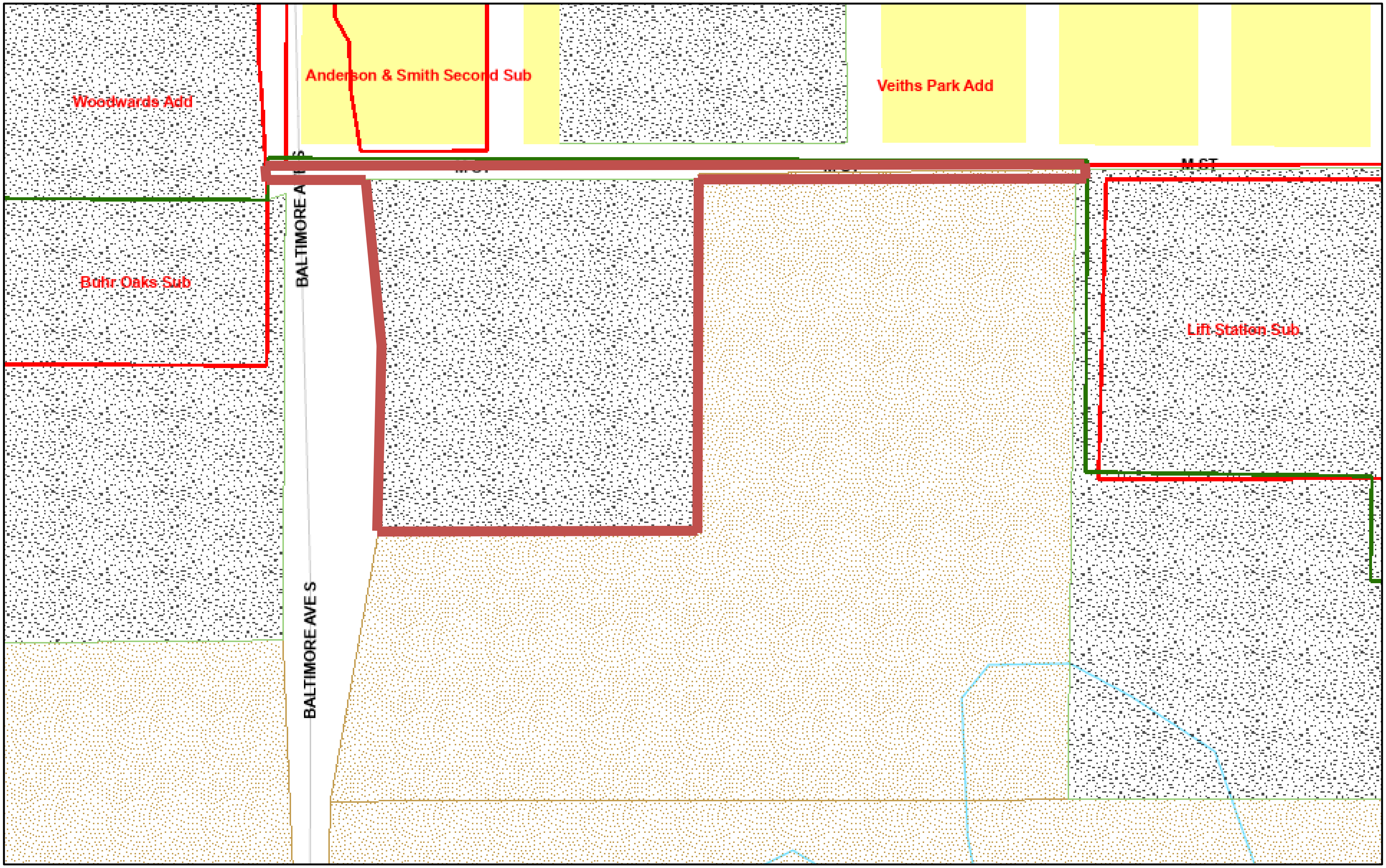
Commencing at the Northwest corner of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of Section Twenty-Four (24), said point also being the Point of Beginning; thence on an assumed bearing of N88°59’28”E, along the North line of the SW1/4of the NW1/4, a distance of 1692.10 feet; thence S00°19’28”W a distance of 30.00 feet to the Northwest Corner of Lot 1, Lift Station Subdivision; thence S88°59’28”W a distance of 1728.91 feet, to a point on the east line of Lot 2, Woodwards Addition; thence N04°56’11”W a distance of 30.07 feet along the east line of Lot 2, Woodwards Addition; thence N88°59’28”E a distance of 38.56 feet to the Point of Beginning. Said tract contains 1.19 Acres more or less

AND

A tract of land located in part of the Southwest Quarter of the Northwest Quarter (SW ¼ NW ¼) Section Twenty-four (24), Township Seven (7) North, Range Ten (10) West of the 6th P.M., Adams County, Nebraska, and being more particularly described as follows:

Commencing at the West 1/16 corner of the Northwest Quarter (NW ¼); thence on an assumed bearing of N88°56′43″E, along the north line of the SW ¼ of the NW ¼, a distance of 160.02 feet to a point on the east right-of-way line of U.S. Highway 281; thence S08°05′12″E, along said east right-of-way line a distance of 30.47 feet to the point of beginning; thence N88°58′59″E, along the south right-of-way line of M Street, a distance of 693.92 feet; thence S00°43′05″E, parallel to the west line of said NW ¼ a distance of 730.34 feet; thence S89°16′55″W, perpendicular to said west line a distance of 660.24 feet to a point on said east right-of-way line, thence N01°40′08″E, along said east right-of-way line, a distance of 178.21 feet; thence N02°41′31″W, along said east right-of-way line, a distance of 290.19 feet; thence N07°34′20″W, along said east right-of-way line, a distance of 260.50 feet to the point of beginning. Said tract contains a calculated area of 484,387.87 square feet or 11.120 acres more or less

Adams County Justice Center Annexation



12/15/2022, 7:27:17 AM

Zoning

A: Agricultural

I-2: Heavy industrial

R-1: Single family

Subdivisions

Two Mile

Limits

1:4,514

0 0.03 0.06 0.11 mi

0 0.04 0.09 0.18 km

Zoning, City of Hastings

This map is to be used for reference purposes only. Legal Survey Title Search is necessary for precise information.

PROPOSED APPOINTMENTS

BOARD OR COMMISSION	APPOINTEE	DATES OF TERM	REPLACING OR REAPPOINTMENT
Airport Advisory Board	Brent Hoops	2/01/2023 to 2/01/2027	Reappointment
City Planning Commission	Michelle Lewis	2/01/2023 to 2/01/2026	Reappointment
City Planning Commission	Rakesh Srivastava	2/01/2023 to 2/01/2026	Reappointment
City Planning Commission	Jody Stutzman	2/01/2023 to 2/01/2026	Replacement
City Planning Commission Alternate	Chuck Rosenberg	2/01/2023 to 2/01/2026	New Appointment

State statutes and the Hastings City Code require that the incumbent officeholder shall serve until they resign or a replacement is named and approved by the City Council.