

**HASTINGS CITY COUNCIL
AGENDA**

**Hastings Municipal Airport
3300 West 12th Street
February 27, 2024
5:30 PM**

ROLL CALL:

PLEDGE OF ALLEGIANCE:

MOTION TO ADOPT CURRENT AGENDA for February 27, 2024 Regular Meeting.

PUBLIC NOTICE - Official Notice of the Regular Meeting was published in the Hastings Tribune on Friday, February 23, 2024. Pursuant to Nebraska Revised Statute Section 84-1412, the public is advised that a copy of today's agenda and all reproducible written material which will be discussed at today's meeting is available for public review and a current copy of the Nebraska Open Meetings Act is posted and accessible to members of the public.

COUNCIL COMMUNICATION:

Reports of Liaisons.

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

MAYOR'S COMMUNICATIONS:

CONSENT AGENDA:

1. All Consent Items.
 - (a) Approval of the minutes of the Council Meeting of February 12, 2024
 - (b) Approval of claims and payroll
 - (c) Approval of the request of Highland Park Farmers Market LLC for use of City property for the Highland Park Farmers Market from May 18, 2024 to October 30, 2024
 - (d) Approval of Work Order EL-270, temp power for EPA/EA/Terratherm for the Minnesota Sub Site at 2nd Street and Minnesota Avenue
 - (e) Approval of Work Order GA-379, new 4" medium pressure gas main on Utecht Avenue, 39th Street south to 33rd Street, 33rd Street, East Laux Drive to Utecht Avenue (1700 ft.)

REGULAR AGENDA:

2. Unfinished Business of Preceding Meeting.
3. Public Hearings.
4. General Business.
 - (a) Strategic Planning Advisory Committee presentation

- (b) EngageHastings Kick-off
 - (c) Approval of extending the Smith Softball Complex operating agreement between the City of Hastings and the Nebraska Softball Foundation for a 10-year period
 - (d) Approval of the request of the City of Hastings for a contract amendment to Community Development Block Grant Project 21-DTR-007, Hastings Downtown Revitalization Project, to extend the end date from April 25, 2024 to December 31, 2024
5. Ordinances and Resolutions.
- (a) Resolution No. 2024-03 accepting the work and certificate of the City Engineer in Water Extension District No. 2022-1
 - (b) Resolution No. 2024-04 accepting the schedule of assessments as prepared by the City Engineer for special assessments proposed to be levied in Water Extension District No. 2022-1 and setting a hearing date relative to the levy of said special assessments
 - (c) Ordinance No. 4751 creating Street Improvement District No. 2023-1, M Street, Baltimore Avenue to 815 feet east
 - (d) Resolution No. 2024-05 approving the plans, specifications and authorization to advertise for bids for Street Improvement District 2023-1, M Street
 - (e) Resolution No. 2024-06 approval and authorization for the Mayor to sign the Adjusted Urban Area Boundaries Map
 - (f) Ordinance No. 4754 amending Sections 30-1301 through 1308 and 29-308 of Hastings City Code to change the Plumbers, Gas, and Mechanical Installers Examination Board to the Plumbers, Gas, and Mechanical Installers Advisory Board and to update the City's examination and licensure process and corresponding changes to the Electrical Code
6. Final Passage of Ordinances.
- (a) Ordinance No. 4752 to extend the boundaries and include within the corporate limits of and annex to the City of Hastings, Nebraska certain contiguous and adjacent lands outside of the City of Hastings. (The three areas considered for annexation are City-owned land for the Parkview Cemetery, (property 1.H) in Area #1, Area #2, Industrial Park North, Area #3, Industrial Park West)
7. Appointments.
8. Miscellaneous and Other Business.
9. Possible Closed Session (if necessary or requested).

ADJOURN:

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

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

CITY OF HASTINGS, NEBRASKA
MINUTES OF CITY COUNCIL REGULAR MEETING
Monday, February 12, 2024

Pursuant to due call and notice thereof, a Regular Meeting of the City Council of the City of Hastings, Nebraska was conducted at the Hastings Municipal Airport, 3300 West 12th Street, on February 12, 2024.

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

The following City Officials were present: City Administrator, Shawn Metcalf; Asst. City Administrator, Mark Funkey; City Attorney, Jesse Oswald; City Clerk, Kimberly Jacobitz; Police Chief, Adam Story; Fire Chief, Brad Starling; Parks & Recreation Director, Jeff Hassenstab; Finance Director, Roger Nash; Information Technology, Kirk Layton; Director of Engineering, Lee Vrooman; Director of Development Services, Chad Bunker; Director of Human Resources, Lori Hartman; Museum Director, Teresa Kreutzer-Hodson; Public Information Manager, Tony Herrman; Safety Director, Trent Clark; Library Director, Amy Dissmeyer.

The Pledge of Allegiance to the Flag of the United States of America was recited.

Moved by Butch Eley seconded by Shawn Hartmann to adopt current agenda for February 12, 2024 Regular Meeting, removing item 5(b) Resolution No. 2024-02 approving the revised Hastings Employee Handbook. Roll Call: Ayes: Steve Huntley, Jeniffer Beahm, Brad Consbruck, Butch Eley, Joy Huffaker, Marc Rowan, Shawn Hartmann, Matt Fong. Nays: None. Absent: None. The motion carried.

PUBLIC NOTICE - Official Notice of the Regular Meeting was published in the Hastings Tribune on Friday, February 9, 2024. Pursuant to Nebraska Revised Statute Section 84-1412, the public is advised that a copy of today's agenda and all reproducible written material which will be discussed at today's meeting is available for public review and a current copy of the Nebraska Open Meetings Act is posted and accessible to members of the public.

COUNCIL COMMUNICATION:

Councilmember Eley reported that he recently toured the Adams County Justice Center, along with Councilmembers Huntley and Rowan.

CITIZEN COMMUNICATIONS:

None.

MAYOR'S COMMUNICATIONS:

Mayor Stutte introduced and gave a warm welcome to Mark Funkey on his first day as the new Assistant City Administrator.

Mayor Stutte recognized Service Anniversaries for Susan Stromer, Utilities, 10; Mike Ashley, Utilities, 25; Gary Cuddeford, Utilities, 15; Lori Hartman, Human Resources, 10; Darian Archer, Landfill, 5; Marty Stange, Environmental, 35.

CONSENT AGENDA:

1. All Consent Items.

Moved by Matt Fong seconded by Shawn Hartmann to approve all consent items, as presented. Roll Call: Ayes: Steve Huntley, Jeniffer Beahm, Brad Consbruck, Butch Eley, Joy Huffaker, Marc Rowan, Shawn Hartmann, Matt Fong. Nays: None. Absent: None. The motion carried.

- (a) Approval of the minutes of the Council Meeting of January 22, 2024
- (b) Approval of claims and payroll
- (c) Approval of the renewal of May 1, 2024 - April 30, 2025 Liquor License Applications for the following: **Class "B"** Off Sale Beer - Thomsen Oil Co., Family Dollar, Inc.; **Class "D"** Off Sale Beer, Wine, Spirits - 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., Nebraska Softball Association, 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
- (d) Approval of the request of the Hastings Public Library for the Summer Reading Block Party event to be held on city property on June 1, 2024
- (e) Approval of Work Order WA-124, replace and upgrade existing four inch water main with an eight inch water main on South Boston Avenue, "A" Street to "E" Street and install new main on "C" Street from Baltimore Avenue to Boston Avenue

REGULAR AGENDA:

2. Unfinished Business of Preceding Meeting.

None.

3. Public Hearings.

None.

4. General Business.

(a) Amy Dissmeyer, Library Director, presented the Library Annual Report. She explained how the library impacts daily lives in the community. Programs are funded by several sources, including the Hastings Library Foundation and grants. The organization has been restructured to include new positions to focus time and effort on enhancing programs, growing and maintaining their collection, and implementing services both outside and within the library.

(b) Teresa Kreutzer-Hodson, Museum Director, presented the Museum's Annual Report. Bruce Sandahl, President of the Museum Advisory Board, was also in attendance. Every year the American Alliance of Museums and Wilkening Consulting groups work together to survey museums across the country and find out how they are recovering after COVID. Most museums surveyed do not have theaters. The museum is rebounding from COVID numbers, but our theater has not rebounded in attendance. Financial trends are showing the struggle for the museum. There was a 54% decrease after COVID in our financial outlook. We ended this year up 1% overall, even though we were down in theater numbers. The Shuttered Venue Operators Grant helped us through COVID. We continue to have high attendance in Summer Fun classes and school programs. We continue to bring in culture, providing demonstrations when possible. We have increased public tours and are leaning into outdoor education with the outdoor classroom. Next year's focus is to build efficiency in what we do and how we do it, and bring building areas up to code.

(c) Presentation of Hastings Economic Development Corporation (HEDC) year-end report for 2023 and goals for 2024. Shannon Landauer, Executive Director of the Hastings Economic Development Corporation (HEDC), gave the presentation. HEDC has completed 75 housing units, has 80 private investment partners, and 7,300 unique website viewers. They currently have five businesses utilizing our NDO and RLF revolving loan structures. These loans allow them to support new and existing businesses in our community. Their 2023 Community Development included high school industry tours, Elevate (summer intern program), and State of the City event. Community Development encompasses housing, workforce, childcare, community amenities and initiatives that will help attract people that support our companies. The 2024 Priorities are existing industry, business attraction, housing development, talent development, and administration.

(d) Shawn Metcalf gave a presentation on the utilization of the Community Survey Dashboard. He reviewed the five sections of survey results: City Performance, Who Responded, Mapping, Investment Priorities, and Benchmarks. He maneuvered around the city's website within the survey results to show the many uses for the data collected through the Community Survey.

(e) Moved by Shawn Hartmann seconded by Matt Fong to approve the Interlocal Agreement with the Board of Regents of the University of Nebraska and the Nebraska Forest Service to provide firefighting resources on federal deployments. Concerns were brought up about sending our employees in harm's way when not necessary and the liability when an employee of the City would be at fault for an incident when on location. We are a small department, so sending employees could be a problem. Concern was also voiced about wear and tear on our equipment, and the possibility of needing to replace it earlier than expected. Brad Starling explained that the Feds would not cover an incident with their insurance if it was our fault. If it was the Feds fault, they would cover with their insurance. He stated that this is a new program in Nebraska and the only department currently under contract is Gehring. Nationally, there are many departments that deploy across the country. He stated that this program is important for training and experience. He would deploy resources as he sees fit. Another concern raised was about taking employees away from serving our residents. Brad Starling commented that we are currently fully staffed with full-time positions. We are approved for eight part-time positions and have six of those filled. He stated that as a request comes in, we can accept or deny any deployment. He explained that employees could be deployed anywhere in the country. We would always have a minimum level of staffing daily and have to manage appropriately for time off. Brad stated this is voluntary on an employee's part, and nobody would be forced to leave. Brad stated that the equipment covered on the contract is the brush truck and ambulances. He stated that feedback from some employees has been excitement, but others might not want to leave town. Brad stated that the contract does not exclude anyone based on rank. Roll Call: Ayes: Steve Huntley, Jeniffer Beahm, Brad Consbruck, Joy Huffaker, Marc Rowan, Shawn Hartmann, Matt Fong. Nays: Butch Eley. Absent: None. The motion carried.

(f) Moved by Shawn Hartmann seconded by Butch Eley to approve the agreement with the State of Nebraska for the purchase of land north of the current landfill in the amount of \$1,450,000. Marty Stange and Lee Vrooman presented this item. The City of Hastings would be acquiring approximately 122 acres of land directly north of the current landfill up to the BNSF railroad tracks and an additional 5 acre strip of land along the north side of the railroad tracks for a total of approximately 127 acres from the State of Nebraska. The landfill would be paying 1/3 of the purchase price and utilities would be paying approximately 2/3 of the purchase price. The landfill would be using approximately 1/3 of the acquired land for future expansion of the landfill while utilities would be using the remaining 2/3 of the land for future development. The total purchase price is \$1,450,000 which is the appraised value. State of Nebraska prepared the appraisal, as required for the sale of the property. In 2019, Cell 6 in the landfill was opened. We are now at ground surface. We will come out of the ground level very soon and it will be tougher to keep garbage on the grounds as the wind blows. Benefits of buying this property are existing shelter belts which can be improved to capture wind-blown debris, use of existing access, roadways, leachate pond, and support buildings, avoiding significant cost. We could avoid purchasing private land, taking it out of production. Nebraska Department of Environment and Energy (NDEE) has been consulted and saw no red flags. Their criteria has been evaluated and appears it can be met. Design details will need to be submitted to NDEE before approval can be provided. Permitting of future expansion is expected to be less complicated, being adjacent to the existing landfill. Before construction begins, NDEE would need to approve construction plans, permits, public hearing and other regulatory requirements. Keeping the future expansion adjacent to the existing landfill also reduces future post closure costs. Federal Aviation Administration (FAA) is in the process of completing a feasibility of the site: structure height and bird mitigation. The Utility Department is partnering with the Solid Waste Department in purchasing the remaining acreage for future electric production, energy supply options and other uses. Lee Vrooman spoke on the Utility Department opportunities of potential projects, which benefit from the proximity of existing infrastructure, such as the Tallgrass TIGT

pipeline, west town border station, electric transmission infrastructure, Don Henry, and the rail. Potential projects include liquid natural gas (LNG) conversion and storage, supplemental and/or replacement power generation, energy storage, solar, gas and electric infrastructure. An analysis will need to be done before we move forward with any of these, to make sure they are economically viable and feasible. That analysis would not start until the property is purchased. The Utility Advisory Board unanimously recommended purchase of this property 5-0 at their meeting last week.

Discussion started with the concern on windy days, having to make the determination to shut down the landfill, creating problems for those wanting to haul debris to the landfill. The higher up the landfill waste goes, the more problems we will encounter with wind. Starting a new cell would benefit the city and haulers because we could move to the new cell on those windy days, going below ground level. We have looked at tall fencing, but it gets expensive and time consuming to do that. Councilmember Hartmann asked if someone from Woodward's Disposal would stand up to speak to the problems with getting shutdown from hauling to the landfill. Robb Woodward, David Gorecki, and Bryce Knaub of Woodward's Disposal Service were in attendance. Bryce Knaub stood to speak on their challenges.

Councilmember Beahm asked about encroaching on West 2nd Street and future development. Chad Bunker, Development Services, stated that the area could be developed. The developers would be aware of the current landfill in the area, and would also know of the future landfill expansion, so there would be no surprises for developers. Another consideration of development is if not at this location, where would you put it? Mayor Stutte explained that no matter what land we purchase for the landfill, we will have the same requirements. Being next to the current landfill should make the permitting process easier. Jesse Oswald reported that the State included "Time is of the essence" language in the contract. Roll Call: Ayes: Butch Eley, Joy Huffaker, Shawn Hartmann, Matt Fong, Corey Stutte. Nays: Steve Huntley, Jeniffer Beahm, Brad Consbruck, Marc Rowan. Absent: None. The motion carried.

(g) Moved by Butch Eley seconded by Jeniffer Beahm to approve the agreement with Van Kirk Bros Contracting for the Water Main Replacement on South Boston Ave. in the amount of \$554,491.50. Lee Vrooman presented this project which is part of the Lead Service Line Main Replacement Program. We opened bids on January 31st, receiving only one bid. An existing 4" main, age unknown to 1928, is being replaced with an 8" main which will increase fire flows in this area of town. After the main is replaced, Utility crews will replace water services that are lead. During the design of this main, it was determined that an additional 500 feet of main should be installed on C Street to provide better water flow for the system and avoid additional construction costs. This extra section put the project over the \$470,000 that was budgeted for the next two budget cycles. The overall water budget will remain under budget in that the NDOT Hwy 6 project is not expected to start this fiscal year. Construction is anticipated to be complete this fiscal year. The start time is later this spring. Roll Call: Ayes: Steve Huntley, Jeniffer Beahm, Brad Consbruck, Butch Eley, Joy Huffaker, Marc Rowan, Shawn Hartmann, Matt Fong. Nays: None. Absent: None. The motion carried.

(h) Moved by Shawn Hartmann seconded by Matt Fong to approve moving Monday, February 26, 2024 City Council Meeting to Tuesday, February 27, 2024 at 5:30 P.M. at the Hastings Municipal Airport due to attendance at the League of Nebraska Municipalities Conference. Roll Call: Ayes: Steve Huntley, Jeniffer Beahm, Brad Consbruck, Butch Eley, Joy Huffaker, Marc Rowan, Shawn Hartmann, Matt Fong. Nays: None. Absent: None. The motion carried.

5. Ordinances and Resolutions.

(a) ORDINANCE NO. 4752 TO EXTEND THE BOUNDARIES AND INCLUDE WITHIN THE CORPORATE LIMITS OF AND ANNEX TO THE CITY OF HASTINGS, NEBRASKA CERTAIN CONTIGUOUS AND ADJACENT LANDS OUTSIDE OF THE CITY OF HASTINGS. (THE THREE AREAS CONSIDERED FOR ANNEXATION ARE CITY-OWNED LAND FOR THE PARKVIEW CEMETERY, (PROPERTY 1.H) IN AREA #1, AREA #2, INDUSTRIAL PARK NORTH, AREA #3, INDUSTRIAL PARK WEST) (**Second Reading**)

Moved by Matt Fong seconded by Shawn Hartmann to approve Ordinance No. 4752, on second reading, annexing Area #2, Industrial Park North; and Area #3, Industrial Park West Area and Property 1H- the Hastings Cemetery. Roll Call: Ayes: Steve Huntley, Jeniffer Beahm, Brad Consbruck, Butch Eley, Joy Huffaker, Marc Rowan, Shawn Hartmann, Matt Fong. Nays: None. Absent: None. The motion carried.

6. Final Passage of Ordinances.

None.

7. Appointments.

(a) Appointment to Boards and Commissions

Moved by Matt Fong seconded by Butch Eley to approve Mayor Stutte's appointments to Boards and Commissions as presented:

Airport Advisory Board: Phil Beda, 2/25/2024 to 2/25/2028, Reappointment

Business Improvement Board: Bob Murphy, 2/12/2024 to 2/12/2027, Reappointment

Planning and Zoning Commission: Chuck Rosenberg, 2/12/2024 to 2/12/2027, Replacing; Joe Kindig, Alternate, 2/12/2024 to 2/12/2026, Replacing; Greg Sinner, 2/12/2024 to 2/12/2027, Reappointment; Lou Kully, 2/12/2024 to 2/12/2027, Reappointment

Roll Call: Ayes: Steve Huntley, Jeniffer Beahm, Brad Consbruck, Butch Eley, Joy Huffaker, Marc Rowan, Shawn Hartmann, Matt Fong. Nays: None. Absent: None. The motion carried.

8. Miscellaneous and Other Business.

None.

Moved by Steve Huntley seconded by Matt Fong there being no further business to come before the council to adjourn at 7:49 P.M. Roll Call: Ayes: Steve Huntley, Jeniffer Beahm, Brad Consbruck, Butch Eley, Joy Huffaker, Marc Rowan, Shawn Hartmann, Matt Fong. Nays: None. Absent: None. The motion carried.

APPROVED:

Corey Stutte, Mayor

ATTEST:

Kimberly S. Jacobitz, City Clerk

(S E A L)

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 240226 02/26/2024

DUE DATE: 02/26/2024

CASH ACCOUNT: 99911010				CASH IN BANK - CITY							
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
338	21ST CENTURY CINEMAS			0001		INV	03/02/2024	24-02			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	270	72410		MUSEUM	FILM PRINT			70.00		
								CHECK TOTAL	70.00		
									70.00		
									70.00		
389	A&E ELECTRIC			0001		INV	02/18/2024	1803			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	10008000	72722		AIRPORT	RM-AIR			7,920.00		
								CHECK TOTAL	7,920.00		
									7,920.00		
									7,920.00		
715	ADAMS COUNTY REGISTER			0001		INV	02/04/2024	20240059			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	10002000	72043		DS	RECORDING			22.00		
									22.00		
715	ADAMS COUNTY REGISTER			0001		INV	02/15/2024	20240121			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	10002000	72043		DS	RECORDING			22.00		
									22.00		
715	ADAMS COUNTY REGISTER			0001		INV	02/24/2024	20240217			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	10002000	72043		DS	RECORDING			22.00		
									22.00		
715	ADAMS COUNTY REGISTER			0001		INV	03/01/2024	013124			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	10001015	72305		CLERK	ADVERTISE			60.50		
								CHECK TOTAL	60.50		
									126.50		
437	ALLO COMMUNICATIONS			0001		INV	02/23/2024	1617689 012424			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	10004000	72620		LIBRARY	TELEPHONE			198.60		
									198.60		
								CHECK TOTAL	198.60		

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

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DUE DATE: 02/26/2024

CASH ACCOUNT: 999 11010		CASH IN BANK - CITY							
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
402	AMAZON CAPITAL SERVIC	0001	CRM	02/28/2024	1NWR-WNTK-1M4L				
	ACCOUNT DETAIL				LINE AMOUNT				
1	610 72750	LANDFILL	RM-HEAVY			-35.99			
									-35.99
402	AMAZON CAPITAL SERVIC	0001	INV	02/25/2024	1HTM-W6HN-QD1C				
	ACCOUNT DETAIL				LINE AMOUNT				
1	610 72720	LANDFILL	RM-BLDG			88.66			
2	610 73001	LANDFILL	OFF SUPP			143.94			
									232.60
402	AMAZON CAPITAL SERVIC	0001	INV	03/01/2024	1QJK-HCY3-1VW7				
	ACCOUNT DETAIL				LINE AMOUNT				
1	10002000 72760	DS	RM-OFFICE			318.98			
									318.98
402	AMAZON CAPITAL SERVIC	0001	INV	02/28/2024	1JKD-3D79-11TP				
	ACCOUNT DETAIL				LINE AMOUNT				
1	10001010 73001	CITY ADMIN	OFF SUPP			6.98			
									6.98
402	AMAZON CAPITAL SERVIC	0001	INV	02/28/2024	1JKD-3D79-11YF				
	ACCOUNT DETAIL				LINE AMOUNT				
1	10001010 73010	CITY ADMIN	BOOKS/MAP			7.99			
									7.99
402	AMAZON CAPITAL SERVIC	0001	INV	03/02/2024	16WV-6Q4Q-GFJH				
	ACCOUNT DETAIL				LINE AMOUNT				
1	10004000 72720	LIBRARY	RM-BLDG			9.99			
									9.99
402	AMAZON CAPITAL SERVIC	0001	CRM	02/28/2024	1MX6-F9TY-D917				
	ACCOUNT DETAIL				LINE AMOUNT				
1	10004000 73001	LIBRARY	OFF SUPP			-25.98			
									-25.98
402	AMAZON CAPITAL SERVIC	0001	INV	02/28/2024	1RFP-G7Y4-34NK				
	ACCOUNT DETAIL				LINE AMOUNT				
1	10004000 73012	LIBRARY	LIB COLL			11.68			
									11.68
402	AMAZON CAPITAL SERVIC	0001	INV	02/28/2024	1TNW-QW73-1VDX				
	ACCOUNT DETAIL				LINE AMOUNT				
1	10004000 73012	LIBRARY	LIB COLL			6.99			
									6.99

CITY OF HASTINGS

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CASH ACCOUNT: 999		11010		CASH IN BANK - CITY							
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
402	AMAZON CAPITAL SERVIC			0001		INV	03/01/2024	1XDT-R693-DPYG			
	ACCOUNT DETAIL							LINE AMOUNT			
	1 230	72054			LIB GRANT	LIB PROG		23.89			
									23.89		
402	AMAZON CAPITAL SERVIC			0001		INV	03/01/2024	1PTY-GJ49-HVXN			
	ACCOUNT DETAIL							LINE AMOUNT			
	1 10004000	73012			LIBRARY	LIB COLL		69.35			
	2 10004000	73005			LIBRARY	LIB MAKER		80.95			
	3 10004000	73001			LIBRARY	OFF SUPP		12.99			
	4 230	72054			LIB GRANT	LIB PROG		19.99			
									183.28		
402	AMAZON CAPITAL SERVIC			0001		INV	03/02/2024	1D69-TGXR-GXPM			
	ACCOUNT DETAIL							LINE AMOUNT			
	1 10004000	73001			LIBRARY	OFF SUPP		135.16			
									135.16		
402	AMAZON CAPITAL SERVIC			0001		INV	03/02/2024	1GDD-KTTV-HDQW			
	ACCOUNT DETAIL							LINE AMOUNT			
	1 230	72054			LIB GRANT	LIB PROG		21.98			
									21.98		
402	AMAZON CAPITAL SERVIC			0001		INV	03/01/2024	194X-N3MX-HGVF			
	ACCOUNT DETAIL							LINE AMOUNT			
	1 10004000	73012			LIBRARY	LIB COLL		41.98			
									41.98		
402	AMAZON CAPITAL SERVIC			0001		INV	03/04/2024	1LCQ-MV7L-TPPP			
	ACCOUNT DETAIL							LINE AMOUNT			
	1 10004000	73012			LIBRARY	LIB COLL		53.33			
									53.33		
402	AMAZON CAPITAL SERVIC			0001		INV	03/07/2024	1CNW-4TDX-LWPR			
	ACCOUNT DETAIL							LINE AMOUNT			
	1 10004000	73012			LIBRARY	LIB COLL		16.99			
									16.99		
402	AMAZON CAPITAL SERVIC			0001		INV	03/07/2024	1FJ3-XFD7-PHPM			
	ACCOUNT DETAIL							LINE AMOUNT			
	1 230	72054			LIB GRANT	LIB PROG		40.85			
									40.85		
402	AMAZON CAPITAL SERVIC			0001		INV	03/06/2024	1NTR-CW4K-7F7Y			
	ACCOUNT DETAIL							LINE AMOUNT			
	1 270	73146			MUSEUM	ED EXP		422.99			

CITY OF HASTINGS

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CASH ACCOUNT: 999 11010		CASH IN BANK - CITY					AMOUNT	VOUCHER	CHECK
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE			
402	AMAZON CAPITAL SERVIC	0001		INV	03/04/2024	1FF1-WQD4-RCNR	422.99		
	ACCOUNT DETAIL					LINE AMOUNT			
	1 720 74355		IT FUND	COMP EQ			69.98		
	2 720 74357		IT FUND	EQUIP UTIL			34.99		
							104.97		
402	AMAZON CAPITAL SERVIC	0001		INV	03/04/2024	1YHR-MXGV-VLDX			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 270 73146		MUSEUM	ED EXP			391.94		
							391.94		
402	AMAZON CAPITAL SERVIC	0001		INV	03/04/2024	1FF1-WQD4-RCPP			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 720 74357		IT FUND	EQUIP UTIL			72.34		
							72.34		
402	AMAZON CAPITAL SERVIC	0001		INV	03/05/2024	1FF1-WQD4-X1H6			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 720 74357		IT FUND	EQUIP UTIL			170.00		
							170.00		
402	AMAZON CAPITAL SERVIC	0001		INV	03/02/2024	1GF9-TM33-HN1Y			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 720 74355		IT FUND	COMP EQ			49.99		
							49.99		
402	AMAZON CAPITAL SERVIC	0001		INV	03/02/2024	1H6C-WCGH-H9H1			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 720 74355		IT FUND	COMP EQ			68.98		
							68.98		
402	AMAZON CAPITAL SERVIC	0001		INV	02/28/2024	1HFD-V7VN-1P4M			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 720 74357		IT FUND	EQUIP UTIL			564.96		
							564.96		
402	AMAZON CAPITAL SERVIC	0001		INV	03/02/2024	1J71-JY9G-GV9L			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 720 74357		IT FUND	EQUIP UTIL			6.99		
							6.99		
402	AMAZON CAPITAL SERVIC	0001		INV	03/03/2024	1KFH-6XXJ-NM7Q			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 720 74357		IT FUND	EQUIP UTIL			6,066.87		
							6,066.87		

CITY OF HASTINGS

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CHECK RUN: 240226 02/26/2024

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CASH ACCOUNT: 999		11010	CASH IN BANK - CITY							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
402	AMAZON CAPITAL SERVIC		0001		INV	03/07/2024	1MPP-CXTT-HMTK			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 720	74357		IT FUND	EQUIP UTIL		132.95	132.95		
402	AMAZON CAPITAL SERVIC		0001		INV	03/04/2024	1Q3F-GTWP-TQP7			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 720	74355		IT FUND	COMP EQ		129.99			
	2 720	74357		IT FUND	EQUIP UTIL		91.29	221.28		
402	AMAZON CAPITAL SERVIC		0001		INV	03/04/2024	1Q3F-GTWP-TQR1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 720	74357		IT FUND	EQUIP UTIL		22.99	22.99		
402	AMAZON CAPITAL SERVIC		0001		INV	03/06/2024	11RQ-1R44-7943			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 720	74355		IT FUND	COMP EQ		59.98			
	2 720	74357		IT FUND	EQUIP UTIL		89.97	149.95		
402	AMAZON CAPITAL SERVIC		0001		INV	03/08/2024	133N-KD6F-TNDK			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 720	74357		IT FUND	EQUIP UTIL		34.47	34.47		
402	AMAZON CAPITAL SERVIC		0001		INV	03/08/2024	174M-7K7Y-MYW1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 230	72054		LIB GRANT	LIB PROG		14.99	14.99		
402	AMAZON CAPITAL SERVIC		0001		INV	03/08/2024	116R-N6RT-Q4GY			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 230	72054		LIB GRANT	LIB PROG		17.99	17.99		
402	AMAZON CAPITAL SERVIC		0001		INV	03/09/2024	11J3-6RVN-WNGL			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 230	72054		LIB GRANT	LIB PROG		41.78	41.78		
402	AMAZON CAPITAL SERVIC		0001		INV	03/09/2024	1MT4-QTP9-W47P			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10004000	73012		LIBRARY	LIB COLL		64.99	64.99		

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CHECK RUN: 240226 02/26/2024

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CASH ACCOUNT: 999			11010		CASH IN BANK - CITY					
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
							CHECK TOTAL	9,672.12		
705	ARAMARK UNIFORM SERVI		0001		INV	02/28/2024	6280310898			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 610 73170		LANDFILL	WEARING			6.15			
	2 610 72720		LANDFILL	RM-BLDG			24.24			
								30.39		
705	ARAMARK UNIFORM SERVI		0001		INV	03/01/2024	6280312493			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10005031 73720		POLICE	SUPP-BM			35.00			
								35.00		
705	ARAMARK UNIFORM SERVI		0001		INV	03/06/2024	6280314070			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 610 73170		LANDFILL	WEARING			6.15			
	2 610 72720		LANDFILL	RM-BLDG			24.24			
								30.39		
							CHECK TOTAL	95.78		
539	AT&T MOBILITY		0001		INV	02/23/2024	28730634728702022024			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10006040 72620		FIRE	TELEPHONE			52.25			
								52.25		
							CHECK TOTAL	52.25		
707	AUTO VALUE PARTS STOR		0001		INV	03/01/2024	70NV112731			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10003022 72750		PR-PARKS	RM-HEAVY			27.55			
								27.55		
707	AUTO VALUE PARTS STOR		0001		INV	03/01/2024	70NV112734			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10003022 73772		PR-PARKS	SUPP-SHOP			20.66			
								20.66		
707	AUTO VALUE PARTS STOR		0001		INV	03/03/2024	70NV112862			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 280 73772		STREET	SUPP-SHOP			85.92			
								85.92		

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CASH ACCOUNT: 999 11010				CASH IN BANK - CITY							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
707	AUTO VALUE PARTS STOR		0001		INV	03/08/2024	70NV113109				
	ACCOUNT DETAIL						LINE AMOUNT				
	1 280 72750			STREET	RM-HEAVY			139.00			
								139.00			
707	AUTO VALUE PARTS STOR		0001		INV	02/25/2024	70NV112436				
	ACCOUNT DETAIL						LINE AMOUNT				
	1 280 72750			STREET	RM-HEAVY			5.99			
								5.99			
707	AUTO VALUE PARTS STOR		0001		INV	03/08/2024	70NV113140				
	ACCOUNT DETAIL						LINE AMOUNT				
	1 280 72750			STREET	RM-HEAVY			17.40			
								17.40			
707	AUTO VALUE PARTS STOR		0001		CRM	03/08/2024	70CR012145				
	ACCOUNT DETAIL						LINE AMOUNT				
	1 280 72750			STREET	RM-HEAVY			-17.40			
								-17.40			
							CHECK TOTAL	279.12			
54	BAKER & TAYLOR, INC.		0001		INV	02/22/2024	2038053791				
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10004000 73012			LIBRARY	LIB COLL			65.98			
								65.98			
54	BAKER & TAYLOR, INC.		0001		INV	02/29/2024	2038054556				
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10004000 72914			LIBRARY	PROC FEE			106.08			
	2 10004000 73012			LIBRARY	LIB COLL			478.46			
								584.54			
54	BAKER & TAYLOR, INC.		0001		INV	02/23/2024	2038056003				
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10004000 73012			LIBRARY	LIB COLL			55.48			
								55.48			
54	BAKER & TAYLOR, INC.		0001		INV	02/28/2024	2038058667				
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10004000 72914			LIBRARY	PROC FEE			79.54			
	2 10004000 73012			LIBRARY	LIB COLL			281.53			
								361.07			

CITY OF HASTINGS

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CHECK RUN: 240226 02/26/2024

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CASH ACCOUNT: 999 11010				CASH IN BANK - CITY							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
54	BAKER & TAYLOR, INC.		0001		INV	02/28/2024	2038066050				
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10004000 73012			LIBRARY	LIB COLL			428.92			
								428.92			
54	BAKER & TAYLOR, INC.		0001		INV	02/28/2024	2038068163				
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10004000 73012			LIBRARY	LIB COLL			41.49			
								41.49			
54	BAKER & TAYLOR, INC.		0001		INV	02/29/2024	2038070588				
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10004000 73012			LIBRARY	LIB COLL			465.69			
								465.69			
								2,003.17			
	CHECK TOTAL										
708	BEYKE SIGNS		0001		INV	03/01/2024	28901				
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10003022 72720			PR-PARKS	RM-BLDG			725.00			
								725.00			
								725.00			
	CHECK TOTAL								725.00		
709	BIG G ACE		0001		INV	02/23/2024	730936/1				
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10003021 72915			PR-CEM	OTHER			29.99			
								29.99			
709	BIG G ACE		0001		INV	02/24/2024	730979/1				
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10003021 72750			PR-CEM	RM-HEAVY			60.19			
								60.19			
709	BIG G ACE		0001		INV	02/28/2024	731152/1				
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10003021 72915			PR-CEM	OTHER			152.35			
								152.35			
709	BIG G ACE		0001		INV	03/01/2024	731271/1				
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10003021 72750			PR-CEM	RM-HEAVY			21.23			
								21.23			

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CASH ACCOUNT: 999 11010		CASH IN BANK - CITY				DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
VENDOR		REMIT	PO	TYPE						
709	BIG G ACE	0001		INV		02/23/2024	730960/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10003022 72750		PR-PARKS	RM-HEAVY			6.50			
								6.50		
709	BIG G ACE	0001		INV		02/24/2024	731010/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10003022 72750		PR-PARKS	RM-HEAVY			24.66			
								24.66		
709	BIG G ACE	0001		INV		02/25/2024	731062/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10003022 72720		PR-PARKS	RM-BLDG			25.18			
								25.18		
709	BIG G ACE	0001		INV		02/28/2024	731175/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10003022 72750		PR-PARKS	RM-HEAVY			39.38			
								39.38		
709	BIG G ACE	0001		INV		02/17/2024	730646/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10008000 72720		AIRPORT	RM-BLDG			39.92			
								39.92		
709	BIG G ACE	0001		INV		03/02/2024	731336/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10003021 73772		PR-CEM	SUPP-SHOP			109.99			
								109.99		
709	BIG G ACE	0001		INV		03/06/2024	731521/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10003022 72750		PR-PARKS	RM-HEAVY			31.51			
								31.51		
709	BIG G ACE	0001		INV		03/08/2024	731611/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10007052 73850		SW MGMT	FIELD EQ			2.50			
								2.50		
709	BIG G ACE	0001		INV		02/23/2024	730953/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10006040 73772		FIRE	SUPP-SHOP			101.33			
								101.33		

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

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CASH ACCOUNT: 999 11010		CASH IN BANK - CITY							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
709	BIG G ACE	0001		INV	02/27/2024	731131/1			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 73720		FIRE	SUPP-BM		32.73			
							32.73		
709	BIG G ACE	0001		INV	03/06/2024	731522/1			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 73772		FIRE	SUPP-SHOP		41.62			
							41.62		
709	BIG G ACE	0001		INV	03/09/2024	731688/1			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 73772		FIRE	SUPP-SHOP		3.09			
							3.09		
709	BIG G ACE	0001		INV	02/24/2024	730999/1			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 73105		STREET	ASP/CEMENT		0.56			
							0.56		
709	BIG G ACE	0001		INV	03/10/2024	731764/1			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 73772		STREET	SUPP-SHOP		58.97			
							58.97		
						CHECK TOTAL	781.70		
1421	BOLD TECHNOLOGIES LTD	0001		INV	12/01/2023	35447			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 720 73725		IT FUND	COMPT SOFT		1,992.06			
							1,992.06		
						CHECK TOTAL	1,992.06		
273	BOUND TREE MEDICAL LL	0001		INV	02/21/2024	85225122			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006041 73135		AMBULANCEMED SUPP			208.34			
							208.34		
273	BOUND TREE MEDICAL LL	0001		INV	02/24/2024	85229513			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006041 73135		AMBULANCEMED SUPP			66.13			
							66.13		

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

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CASH ACCOUNT: 999		11010		CASH IN BANK - CITY							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
273	BOUND TREE MEDICAL LL	0001		INV	02/29/2024	85234323					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10006041 73135		AMBULANCEMED SUPP			189.09	189.09				
273	BOUND TREE MEDICAL LL	0001		INV	03/06/2024	85240485					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10006041 73135		AMBULANCEMED SUPP			296.27	296.27				
273	BOUND TREE MEDICAL LL	0001		INV	03/06/2024	85240486					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10006041 73135		AMBULANCEMED SUPP			32.13	32.13				
273	BOUND TREE MEDICAL LL	0001		INV	03/08/2024	85243543					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10006041 73135		AMBULANCEMED SUPP			160.68	160.68				
						CHECK TOTAL	952.64				
2180	BUFFALO COUNTY SHERIF	0001		INV	03/02/2024	7483 020124					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 265 45115		DIVERSION DIV FEE			72.08	72.08				
						CHECK TOTAL	72.08				
615	BUSINESS WORLD PRODUC	0001		INV	02/28/2024	675927					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10002000 72405		DS PRINTING			34.95	34.95				
615	BUSINESS WORLD PRODUC	0001		INV	02/08/2024	675520					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10001013 73170		FINANCE WEARING			49.00	49.00				
615	BUSINESS WORLD PRODUC	0001		INV	02/28/2024	675915					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10001010 73001		CITY ADMIN OFF SUPP			30.00	30.00				

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

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CASH ACCOUNT: 999 11010		CASH IN BANK - CITY				DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
VENDOR		REMIT	PO	TYPE						
615	BUSINESS WORLD PRODUC	0001		INV	02/08/2024	675517				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10001011 73170		HR	WEARING		50.00		50.00		
615	BUSINESS WORLD PRODUC	0001		INV	03/03/2024	024142				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10004000 73001		LIBRARY	OFF SUPP		173.97		173.97		
	CHECK TOTAL							337.92		
107	CENTRAL PLAINS LIBRAR	0001		INV	02/24/2024	538				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10004000 72035		LIBRARY	TRAIN/CONF		10.00		10.00		
	CHECK TOTAL							10.00		
124	CHRIS'S CAR WASH	0001		INV	02/29/2024	22183				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10003022 72780		PR-PARKS	RM-VEH		11.22		11.22		
124	CHRIS'S CAR WASH	0001		INV	03/01/2024	23504				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10003021 72780		PR-CEM	RM-VEH		11.22		11.22		
	CHECK TOTAL							22.44		
581	CITY OF HASTINGS-LAND	0006		INV	02/16/2024	451814				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10009000 72725		OTHER-GOVDEMO			138.03		138.03		
581	CITY OF HASTINGS-LAND	0006		INV	02/16/2024	451815				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10009000 72725		OTHER-GOVDEMO			85.57		85.57		
581	CITY OF HASTINGS-LAND	0006		INV	02/16/2024	451816				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10009000 72725		OTHER-GOVDEMO			168.99		168.99		

CITY OF HASTINGS



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CASH ACCOUNT: 999 11010		CASH IN BANK - CITY							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
581	CITY OF HASTINGS-LAND	0006		INV	02/16/2024	451817			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10009000 72725		OTHER-GOVDEMO			142.33			
							142.33		
581	CITY OF HASTINGS-LAND	0006		INV	02/16/2024	451818			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10009000 72725		OTHER-GOVDEMO			227.90			
							227.90		
581	CITY OF HASTINGS-LAND	0006		INV	02/16/2024	451819			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10009000 72725		OTHER-GOVDEMO			104.06			
							104.06		
581	CITY OF HASTINGS-LAND	0006		INV	02/16/2024	451822			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10009000 72725		OTHER-GOVDEMO			94.17			
							94.17		
581	CITY OF HASTINGS-LAND	0006		INV	02/16/2024	451823			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10009000 72725		OTHER-GOVDEMO			80.41			
							80.41		
581	CITY OF HASTINGS-LAND	0006		INV	02/16/2024	451824			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10009000 72725		OTHER-GOVDEMO			98.90			
							98.90		
581	CITY OF HASTINGS-LAND	0006		INV	02/16/2024	451825			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10009000 72725		OTHER-GOVDEMO			94.60			
							94.60		
581	CITY OF HASTINGS-LAND	0006		INV	02/16/2024	451826			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10009000 72725		OTHER-GOVDEMO			202.10			
							202.10		
581	CITY OF HASTINGS-LAND	0006		INV	02/16/2024	451827			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10009000 72725		OTHER-GOVDEMO			186.62			
							186.62		

CITY OF HASTINGS



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CASH ACCOUNT: 999 11010		CASH IN BANK - CITY				DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
VENDOR		REMIT	PO	TYPE						
581	CITY OF HASTINGS-LAND	0006		INV		02/16/2024	451829			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10009000 72725		OTHER-GOVDEMO				280.79			
								280.79		
581	CITY OF HASTINGS-LAND	0006		INV		02/16/2024	451830			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10009000 72725		OTHER-GOVDEMO				216.29			
								216.29		
581	CITY OF HASTINGS-LAND	0006		INV		02/16/2024	451831			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10009000 72725		OTHER-GOVDEMO				346.15			
								346.15		
							CHECK TOTAL	2,466.91		
665	COMPUTER HARDWARE	0001		INV		03/07/2024	H40053			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 720 74355		IT FUND	COMP EQ			168.00			
								168.00		
							CHECK TOTAL	168.00		
314	CONSOLIDATED MANAGEME	0001		INV		03/01/2024	CMC-INV-2400397			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10005031 72035		POLICE	TRAIN/CONF			127.35			
								127.35		
314	CONSOLIDATED MANAGEME	0001		INV		03/08/2024	CMC-INV-2400512			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10005031 72035		POLICE	TRAIN/CONF			115.50			
								115.50		
							CHECK TOTAL	242.85		
630	COOPERATIVE PRODUCERS	0001		INV		02/25/2024	252934			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 610 72610		LANDFILL	NAT GAS			607.78			
								607.78		

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DUE DATE: 02/26/2024

CASH ACCOUNT: 999 11010		CASH IN BANK - CITY							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
630	COOPERATIVE PRODUCERS	0001		INV	02/24/2024	139606			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 610 72750		LANDFILL	RM-HEAVY		484.05			
	2 610 73126		LANDFILL	FUEL/OIL		-273.16			
	3 610 73126		LANDFILL	FUEL/OIL		561.30			
							772.19		
630	COOPERATIVE PRODUCERS	0001		INV	02/23/2024	F35561			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 72750		STREET	RM-HEAVY		4,489.00			
							4,489.00		
630	COOPERATIVE PRODUCERS	0001		INV	02/24/2024	T79651			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 72750		STREET	RM-HEAVY		4,684.00			
							4,684.00		
630	COOPERATIVE PRODUCERS	0001		INV	12/22/2023	252063			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 73126		STREET	FUEL/OIL		4,204.05			
							4,204.05		
						CHECK TOTAL	14,757.02		
668	CORNHUSKER CLEANING S	0001		INV	03/10/2024	400246			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 73772		STREET	SUPP-SHOP		96.36			
							96.36		
						CHECK TOTAL	96.36		
647	CORNHUSKER PRESS	0001		INV	02/23/2024	P201880			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 230 72054		LIB GRANT	LIB PROG		143.53			
							143.53		
647	CORNHUSKER PRESS	0001		INV	02/23/2024	P201881			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 230 72054		LIB GRANT	LIB PROG		230.04			
							230.04		
647	CORNHUSKER PRESS	0001		INV	02/29/2024	P201935			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10004000 73001		LIBRARY	OFF SUPP		135.18			
							135.18		

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 240226 02/26/2024

DUE DATE: 02/26/2024

CASH ACCOUNT: 999 11010		CASH IN BANK - CITY			DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
VENDOR		REMIT	PO	TYPE					
						CHECK TOTAL	508.75		
331	CROSIER PARK PHARMACY	0001		INV	03/03/2024	78192			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006041 73135		AMBULANCE	MED SUPP		428.60			
							428.60		
						CHECK TOTAL	428.60		
207	CULLIGAN OF HASTINGS	0001		INV	02/10/2024	5168571			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10001010 72030		CITY ADMIN	PROF SERV		29.70			
							29.70		
207	CULLIGAN OF HASTINGS	0001		INV	03/02/2024	100011012152-0224			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 73720		FIRE	SUPP-BM		31.00			
							31.00		
207	CULLIGAN OF HASTINGS	0001		INV	03/02/2024	100011016102-0224			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 73720		FIRE	SUPP-BM		62.00			
							62.00		
						CHECK TOTAL	122.70		
1547	DAKOTA FLUID POWER, I	0001		INV	03/09/2024	7167836			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003022 72780		PR-PARKS	RM-VEH		4,477.44			
							4,477.44		
1547	DAKOTA FLUID POWER, I	0001		INV	03/09/2024	7167833			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003022 72750		PR-PARKS	RM-HEAVY		181.32			
							181.32		
1547	DAKOTA FLUID POWER, I	0001		INV	02/25/2024	7162721			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 72750		STREET	RM-HEAVY		1,261.76			
							1,261.76		
1547	DAKOTA FLUID POWER, I	0001		INV	02/29/2024	7163795			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 72750		STREET	RM-HEAVY		272.94			
							272.94		

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 240226 02/26/2024

DUE DATE: 02/26/2024

CASH ACCOUNT: 999 11010		CASH IN BANK - CITY				INVOICE	AMOUNT	VOUCHER	CHECK
VENDOR		REMIT	PO	TYPE	DUE DATE				
						CHECK TOTAL	6,193.46		
653	DELL MARKETING L.P.	0001		INV	03/06/2024	10729107767			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 720 74355		IT FUND	COMP EQ		1,337.30			
							1,337.30		
						CHECK TOTAL	1,337.30		
2085	DELTA FIRE & SAFETY I	0001		INV	02/29/2024	INVTX23-1839			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 73165		FIRE	UNIFORM		948.60			
							948.60		
2085	DELTA FIRE & SAFETY I	0001		INV	02/29/2024	INVTX23-1840			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 25500040 74370		FIRE GRANT TOOLS			558.58			
							558.58		
2085	DELTA FIRE & SAFETY I	0001		INV	02/29/2024	INVTX23-1842			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 25500040 74370		FIRE GRANT TOOLS			3,680.80			
							3,680.80		
						CHECK TOTAL	5,187.98		
1829	DEZURIK INC	0001		INV	03/01/2024	INV072060			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003023 72720		PR-WP	RM-BLDG		1,315.46			
							1,315.46		
						CHECK TOTAL	1,315.46		
648	DUTTON-LAINSON CO.	0001		INV	03/06/2024	891178-1			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10004000 72720		LIBRARY	RM-BLDG		221.93			
							221.93		
						CHECK TOTAL	221.93		
649	E S R I INC.	0001		INV	03/07/2024	94659856			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 720 73731		IT FUND	GIS CITY		2,525.00			
							2,525.00		

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 240226 02/26/2024

DUE DATE: 02/26/2024

CASH ACCOUNT: 999		11010	CASH IN BANK - CITY							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
							CHECK TOTAL	2,525.00		
6	EAKES OFFICE SOLUTION		0001		INV	02/07/2024	8861709-0			
ACCOUNT DETAIL							LINE AMOUNT			
1	10003020 72720		PR-AUD	RM-BLDG				27.94		
								27.94		
6	EAKES OFFICE SOLUTION		0001		INV	02/03/2024	8855992-2			
ACCOUNT DETAIL							LINE AMOUNT			
1	10003020 72720		PR-AUD	RM-BLDG				45.04		
								45.04		
6	EAKES OFFICE SOLUTION		0001		INV	03/07/2024	8879910-0			
ACCOUNT DETAIL							LINE AMOUNT			
1	10003020 73720		PR-AUD	SUPP-BM				40.76		
								40.76		
6	EAKES OFFICE SOLUTION		0001		INV	03/07/2024	INV526977			
ACCOUNT DETAIL							LINE AMOUNT			
1	270 72750		MUSEUM	RM-HEAVY				130.00		
								130.00		
6	EAKES OFFICE SOLUTION		0001		INV	03/01/2024	8875805-0			
ACCOUNT DETAIL							LINE AMOUNT			
1	10001011 73001		HR	OFF SUPP				14.76		
								14.76		
6	EAKES OFFICE SOLUTION		0001		INV	03/10/2024	8882463-0			
ACCOUNT DETAIL							LINE AMOUNT			
1	10002000 73001		DS	OFF SUPP				32.93		
								32.93		
6	EAKES OFFICE SOLUTION		0001		INV	02/29/2024	8873708-1			
ACCOUNT DETAIL							LINE AMOUNT			
1	10004000 72760		LIBRARY	RM-OFFICE				179.94		
								179.94		
6	EAKES OFFICE SOLUTION		0001		INV	02/28/2024	INV524327			
ACCOUNT DETAIL							LINE AMOUNT			
1	10004000 72760		LIBRARY	RM-OFFICE				5,262.53		
								5,262.53		
							CHECK TOTAL	5,733.90		

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 240226 02/26/2024

DUE DATE: 02/26/2024

CASH ACCOUNT: 999 11010		CASH IN BANK - CITY							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
1575	ED M. FELD EQUIPMENT	0001		INV	02/18/2024	0434029-IN			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 72770		FIRE	RM-TOOLS		304.81			
							304.81		
						CHECK TOTAL	304.81		
120	EGAN SUPPLY COMPANY	0001		INV	08/26/2023	372463			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003023 72720		PR-WP	RM-BLDG		17.52			
							17.52		
						CHECK TOTAL	17.52		
432	ERGOMETRICS & APPL PE	0001		INV	03/01/2024	145177			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 72030		FIRE	PROF SERV		809.63			
							809.63		
432	ERGOMETRICS & APPL PE	0001		INV	03/01/2024	145184			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10005031 72030		POLICE	PROF SERV		175.00			
							175.00		
						CHECK TOTAL	984.63		
578	ESSENTIAL SCREENS	0001		INV	03/02/2024	2024010098			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 270 72915		MUSEUM	OTHER		19.98			
	2 10004000 72030		LIBRARY	PROF SERV		38.53			
							58.51		
						CHECK TOTAL	58.51		
58	FIRE DEPT. - PETTY CA	0001		INV	08/09/2023	LEGEND'S SPORTS BAR			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 72035		FIRE	TRAIN/CONF		40.87			
							40.87		
58	FIRE DEPT. - PETTY CA	0001		INV	08/30/2023	RADON KITS			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 73720		FIRE	SUPP-BM		24.00			
							24.00		

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 240226 02/26/2024

DUE DATE: 02/26/2024

CASH ACCOUNT: 999 11010		CASH IN BANK - CITY							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
58	FIRE DEPT. - PETTY CA	0001		INV	11/09/2023	GRACE'S LOCKSMITH			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 73720		FIRE	SUPP-BM		14.50			
							14.50		
58	FIRE DEPT. - PETTY CA	0001		INV	12/04/2023	FAST MART			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 73126		FIRE	FUEL/OIL		37.61			
							37.61		
58	FIRE DEPT. - PETTY CA	0001		INV	03/07/2024	SHELL			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 73126		FIRE	FUEL/OIL		21.00			
							21.00		
						CHECK TOTAL	137.98		
368	FLAGSHIP PUBLISHING,	0001		INV	03/08/2024	27261			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 270 72305		MUSEUM	ADVERTISE		900.00			
							900.00		
						CHECK TOTAL	900.00		
174	FLEET PRIDE, INC.	0001		INV	02/10/2024	HAS018488			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 72780		FIRE	RM-VEH		177.80			
							177.80		
174	FLEET PRIDE, INC.	0001		INV	02/10/2024	HAS018502			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 72780		FIRE	RM-VEH		1,931.66			
							1,931.66		
						CHECK TOTAL	2,109.46		
646	FLOOD COMMUNICATIONS	0001		INV	02/29/2024	60374-5			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10007052 72305		SW MGMT	ADVERTISE		440.00			
							440.00		
646	FLOOD COMMUNICATIONS	0001		INV	03/06/2024	61483-1			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003024 72305		PR-REC	ADVERTISE		360.00			
							360.00		

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 240226 02/26/2024

DUE DATE: 02/26/2024

CASH ACCOUNT: 999		11010		CASH IN BANK - CITY						
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
646	FLOOD COMMUNICATIONS	0001		INV	03/01/2024	60394-3				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 270 72305		MUSEUM	ADVERTISE		750.00				
							750.00			
						CHECK TOTAL	1,550.00			
172	FYR-TEK	0001		INV	02/15/2024	19331-9				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10006040 72780		FIRE	RM-VEH		297.00				
							297.00			
172	FYR-TEK	0001		INV	03/01/2024	19337-9				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10006040 72770		FIRE	RM-TOOLS		22.06				
							22.06			
172	FYR-TEK	0001		INV	02/25/2024	19359-9				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10006041 72780		AMBULANCERM-VEH			70.60				
							70.60			
						CHECK TOTAL	389.66			
836	G.L. WYENO HEARING SP	0001		INV	02/29/2024	030				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10005031 72030		POLICE	PROF SERV		25.00				
							25.00			
						CHECK TOTAL	25.00			
89	GALL'S, LLC	0001		INV	02/04/2024	026711006				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10006040 73165		FIRE	UNIFORM		132.70				
							132.70			
89	GALL'S, LLC	0001		INV	02/11/2024	026774117				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10006040 73165		FIRE	UNIFORM		61.75				
							61.75			
89	GALL'S, LLC	0001		INV	02/24/2024	026898467				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10006040 73165		FIRE	UNIFORM		139.27				
							139.27			

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 240226 02/26/2024

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CASH ACCOUNT: 999 11010		CASH IN BANK - CITY				INVOICE	AMOUNT	VOUCHER	CHECK
VENDOR		REMIT	PO	TYPE	DUE DATE				
89	GALL'S, LLC	0001		INV	03/01/2024	026956795			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006041 73165		AMBULANCE	UNIFORM		386.09			
	2 10006040 73165		FIRE	UNIFORM		52.23			
							438.32		
89	GALL'S, LLC	0001		INV	03/03/2024	026983545			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 73165		FIRE	UNIFORM		170.71			
							170.71		
						CHECK TOTAL	942.75		
603	GRACE'S LOCKSMITH SER	0001		INV	02/25/2024	67810			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003024 72720		PR-REC	RM-BLDG		15.00			
							15.00		
						CHECK TOTAL	15.00		
345	GREENING ENTERPRISES	0001		INV	02/07/2024	8828			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 73165		FIRE	UNIFORM		574.00			
							574.00		
						CHECK TOTAL	574.00		
1826	HALL COUNTY SHERIFF'S	0001		INV	02/25/2024	143485			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 265 45115		DIVERSION	DIV FEE		20.06			
							20.06		
1826	HALL COUNTY SHERIFF'S	0001		INV	02/25/2024	143486			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 265 45115		DIVERSION	DIV FEE		8.74			
							8.74		
						CHECK TOTAL	28.80		
2027	HASTINGS BUILDING COM	0001		INV	03/31/2024	MARCH 2024			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10009000 72810		OTHER-GOV	TRENT		4,070.00			
							4,070.00		
						CHECK TOTAL	4,070.00		

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 240226 02/26/2024

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CASH ACCOUNT: 999 11010		CASH IN BANK - CITY							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
597	HASTINGS FORD LINCOLN	0001		INV	02/28/2024	75426			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10005031 72780		POLICE	RM-VEH			732.91		
							732.91		
597	HASTINGS FORD LINCOLN	0001		INV	02/23/2024	75159			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003022 72780		PR-PARKS	RM-VEH			71.95		
							71.95		
597	HASTINGS FORD LINCOLN	0001		INV	03/01/2024	75576			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10005031 72780		POLICE	RM-VEH			300.00		
							300.00		
597	HASTINGS FORD LINCOLN	0001		INV	02/25/2024	75329			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10005031 72780		POLICE	RM-VEH			254.55		
							254.55		
597	HASTINGS FORD LINCOLN	0001		INV	03/06/2024	75893			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10005031 72780		POLICE	RM-VEH			1,180.12		
							1,180.12		
597	HASTINGS FORD LINCOLN	0001		INV	03/07/2024	75909			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10005031 72780		POLICE	RM-VEH			445.86		
							445.86		
597	HASTINGS FORD LINCOLN	0001		INV	03/06/2024	75856			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10005031 72780		POLICE	RM-VEH			179.95		
							179.95		
597	HASTINGS FORD LINCOLN	0001		INV	03/08/2024	75979			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10005031 72780		POLICE	RM-VEH			97.98		
							97.98		
						CHECK TOTAL	3,263.32		

CITY OF HASTINGS



ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 240226 02/26/2024

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CASH ACCOUNT: 999 11010		CASH IN BANK - CITY							
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
585 HASTINGS PHYSICAL THE	0001		INV	03/01/2024	354260				
ACCOUNT DETAIL					LINE AMOUNT				
1 270 72915		MUSEUM	OTHER		77.00				
2 10004000 72030		LIBRARY	PROF SERV		77.00				
3 10005030 72030		911	PROF SERV		125.00				
						279.00			
					CHECK TOTAL	279.00			
194 HASTINGS ROTARY CLUB	0001		INV	01/31/2024	01012024				
ACCOUNT DETAIL					LINE AMOUNT				
1 10001010 72905		CITY ADMIN	DUE/SUBS		150.00				
						150.00			
					CHECK TOTAL	150.00			
652 HASTINGS TRIBUNE	0001		INV	03/01/2024	228 01312024				
ACCOUNT DETAIL					LINE AMOUNT				
1 10001015 72305		CLERK	ADVERTISE		447.11				
						447.11			
652 HASTINGS TRIBUNE	0001		INV	03/01/2024	300145728				
ACCOUNT DETAIL					LINE AMOUNT				
1 10002000 72305		DS	ADVERTISE		8.59				
						8.59			
652 HASTINGS TRIBUNE	0001		INV	03/01/2024	300145768				
ACCOUNT DETAIL					LINE AMOUNT				
1 10003022 72915		PR-PARKS	OTHER		190.95				
						190.95			
652 HASTINGS TRIBUNE	0001		INV	03/01/2024	300145798				
ACCOUNT DETAIL					LINE AMOUNT				
1 10005031 72305		POLICE	ADVERTISE		172.35				
						172.35			
					CHECK TOTAL	819.00			
720 HASTINGS UTILITIES	0001		INV	02/25/2024	18690528-00 012624				
ACCOUNT DETAIL					LINE AMOUNT				
1 211 72915		BID	OTHER		81.63				
						81.63			

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

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CASH ACCOUNT: 999 11010		CASH IN BANK - CITY								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
720	HASTINGS UTILITIES	0001		INV	02/25/2024	18691700-00 012624				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 211 72915		BID	OTHER		59.91				
							59.91			
720	HASTINGS UTILITIES	0001		INV	02/25/2024	18690752-01 012624				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 211 72915		BID	OTHER		38.78				
							38.78			
720	HASTINGS UTILITIES	0001		INV	03/03/2024	02070932-00 020224				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10001010 72605		CITY ADMIN	ELECTRICIT		93.13				
							93.13			
720	HASTINGS UTILITIES	0001		INV	03/03/2024	111627 013124				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10008000 72605		AIRPORT	ELECTRICIT		1,275.08				
	2 10008000 72610		AIRPORT	NAT GAS		1,602.42				
	3 10008000 72615		AIRPORT	SEWER		133.37				
	4 10008000 72625		AIRPORT	WATER		268.05				
							3,278.92			
720	HASTINGS UTILITIES	0001		INV	03/03/2024	02070930-00 020224				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 270 72625		MUSEUM	WATER		218.62				
	2 270 72610		MUSEUM	NAT GAS		104.85				
	3 270 72615		MUSEUM	SEWER		53.57				
	4 270 72605		MUSEUM	ELECTRICIT		3,775.19				
							4,152.23			
720	HASTINGS UTILITIES	0001		INV	02/01/2024	02070920-00 010224				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10006040 72605		FIRE	ELECTRICIT		917.53				
	2 10006040 72610		FIRE	NAT GAS		283.39				
	3 10006040 72615		FIRE	SEWER		42.41				
	4 10006040 72625		FIRE	WATER		114.10				
							1,357.43			

CITY OF HASTINGS

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CHECK RUN: 240226 02/26/2024

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CASH ACCOUNT: 999 11010		CASH IN BANK - CITY							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
720	HASTINGS UTILITIES	0001		INV	02/01/2024	20751290-00 010224			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 72605		FIRE	ELECTRICIT		533.41			
	2 10006040 72610		FIRE	NAT GAS		284.03			
	3 10006040 72615		FIRE	SEWER		84.26			
	4 10006040 72625		FIRE	WATER		142.90			
							1,044.60		
720	HASTINGS UTILITIES	0001		INV	03/03/2024	18721090-02 020224			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10004000 72610		LIBRARY	NAT GAS		816.24			
	2 10004000 72605		LIBRARY	ELECTRICIT		1,626.29			
	3 10004000 72625		LIBRARY	WATER		209.02			
	4 10004000 72615		LIBRARY	SEWER		36.83			
							2,688.38		
						CHECK TOTAL	12,795.01		
720	HASTINGS UTILITIES	0001		INV	03/01/2024	5105			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 72771		STREET	RM-TRAF		601.22			
							601.22		
						CHECK TOTAL	601.22		
416	HEALTH MANAGEMENT SYS	0001		INV	03/02/2024	2024-3143			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10001011 72053		HR	EE PROG		463.45			
							463.45		
						CHECK TOTAL	463.45		
571	HOLLING PLUMBING LLC	0001		INV	02/03/2024	99213			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 72720		FIRE	RM-BLDG		198.15			
							198.15		
						CHECK TOTAL	198.15		
599	HOWARD'S GLASS	0001		INV	03/01/2024	4647			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10004000 72720		LIBRARY	RM-BLDG		1,457.40			
							1,457.40		

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 240226 02/26/2024

DUE DATE: 02/26/2024

CASH ACCOUNT: 999			11010		CASH IN BANK - CITY						
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
							CHECK TOTAL	1,457.40			
157	IDEA BANK MARKETING		0001		INV	01/30/2024	INV-15637				
	ACCOUNT DETAIL						LINE AMOUNT				
	1 720	73725		IT FUND	COMPT SOFT			982.61			
	2 720	73727		IT FUND	SFTW UTIL			803.95			
								1,786.56			
							CHECK TOTAL	1,786.56			
301	INKCREDIBLE INC		0001		INV	03/02/2024	17511				
	ACCOUNT DETAIL						LINE AMOUNT				
	1 270	73146		MUSEUM	ED EXP			82.39			
								82.39			
							CHECK TOTAL	82.39			
11	ISLAND SUPPLY WELDING		0001		INV	03/01/2024	309726				
	ACCOUNT DETAIL						LINE AMOUNT				
	1 280	73771		STREET	SUPP-WELD			63.25			
								63.25			
							CHECK TOTAL	63.25			
671	J E O CONSULTING GROU		0001		INV	02/28/2024	148031				
	ACCOUNT DETAIL						LINE AMOUNT				
	1 280	72030		STREET	PROF SERV			9,311.25			
								9,311.25			
671	J E O CONSULTING GROU		0001		INV	02/28/2024	148030				
	ACCOUNT DETAIL						LINE AMOUNT				
	1 285	74229		CONST PROJ	CAP IMP			2,133.75			
								2,133.75			
							CHECK TOTAL	11,445.00			
88	JACK'S UNIFORMS & EQU		0001		INV	02/17/2024	111648B				
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10005031	73165		POLICE	UNIFORM			85.94			
								85.94			
							CHECK TOTAL	85.94			

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 240226 02/26/2024

DUE DATE: 02/26/2024

CASH ACCOUNT: 999 11010		CASH IN BANK - CITY							
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
343 JONES & BARTLETT LEAR	0001		INV	03/07/2024	864435				
ACCOUNT DETAIL					LINE AMOUNT				
1 10006040 73010		FIRE	BOOKS/MAP		60.71				
					CHECK TOTAL	60.71			
						60.71			
624 K&G PLUMBING AND HEAT	0001		INV	02/23/2024	24-0170				
ACCOUNT DETAIL					LINE AMOUNT				
1 10008000 72722		AIRPORT	RM-AIR		786.98				
						786.98			
624 K&G PLUMBING AND HEAT	0001		INV	03/03/2024	24-0249				
ACCOUNT DETAIL					LINE AMOUNT				
1 10006040 72720		FIRE	RM-BLDG		819.35				
					CHECK TOTAL	819.35			
						1,606.33			
586 K-T HEATING & AIR CON	0001		INV	02/25/2024	i7840				
ACCOUNT DETAIL					LINE AMOUNT				
1 10006040 72720		FIRE	RM-BLDG		210.00				
					CHECK TOTAL	210.00			
						210.00			
684 KELLY SUPPLY COMPANY	0001		INV	03/02/2024	S15115331-0				
ACCOUNT DETAIL					LINE AMOUNT				
1 10003021 72750		PR-CEM	RM-HEAVY		21.10				
					CHECK TOTAL	21.10			
						21.10			
658 KULLY PIPE & STEEL CO	0001		INV	02/28/2024	804744				
ACCOUNT DETAIL					LINE AMOUNT				
1 280 73160		STREET	SIGNS		2.90				
						2.90			
658 KULLY PIPE & STEEL CO	0001		INV	12/29/2023	801595				
ACCOUNT DETAIL					LINE AMOUNT				
1 280 73160		STREET	SIGNS		307.86				
					CHECK TOTAL	307.86			
						310.76			

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 240226 02/26/2024

DUE DATE: 02/26/2024

CASH ACCOUNT: 999 11010		CASH IN BANK - CITY							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
670	L C L TRUCK EQUIPMENT	0001		INV	03/01/2024	INV1008197			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003022 72760		PR-PARKS	RM-OFFICE			57.00		
							57.00		
670	L C L TRUCK EQUIPMENT	0001		INV	02/23/2024	INV1008125			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003022 72750		PR-PARKS	RM-HEAVY			6.00		
							6.00		
670	L C L TRUCK EQUIPMENT	0001		INV	02/25/2024	INV1008146			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 72780		STREET	RM-VEH			559.00		
							559.00		
						CHECK TOTAL	622.00		
86	LAMAR COMPANIES	0001		INV	03/02/2024	115615740			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 270 72305		MUSEUM	ADVERTISE			300.00		
							300.00		
						CHECK TOTAL	300.00		
336	LEXJET LLC	0001		INV	02/09/2024	INVLJUSDS0483093			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 270 73723		MUSEUM	SUPP-EX			796.02		
							796.02		
336	LEXJET LLC	0001		INV	02/16/2024	INVLJUSDS0484206			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 270 73723		MUSEUM	SUPP-EX			100.00		
							100.00		
						CHECK TOTAL	896.02		
1833	LIFE-ASSIST, INC	0001		INV	02/16/2024	1397899			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006041 73135		AMBULANCEMED	SUPP			110.30		
							110.30		
1833	LIFE-ASSIST, INC	0001		INV	03/03/2024	1402911			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006041 73135		AMBULANCEMED	SUPP			274.50		
							274.50		

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 240226 02/26/2024

DUE DATE: 02/26/2024

CASH ACCOUNT: 999 11010		CASH IN BANK - CITY				INVOICE	AMOUNT	VOUCHER	CHECK
VENDOR		REMIT	PO	TYPE	DUE DATE				
						CHECK TOTAL	384.80		
2125	SCOT LOUNSBURY	0001		INV	03/06/2024	075973			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10008000 72720		AIRPORT	RM-BLDG		250.00			
							250.00		
						CHECK TOTAL	250.00		
566	MACQUEEN EQUIPMENT, L	0001		INV	03/03/2024	P12400			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 72750		STREET	RM-HEAVY		47.51			
							47.51		
566	MACQUEEN EQUIPMENT, L	0001		INV	02/29/2024	W00521			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 72780		FIRE	RM-VEH		2,139.81			
							2,139.81		
						CHECK TOTAL	2,187.32		
589	MALOUF JR AND ASSOCIA	0001		INV	02/24/2024	IN-36699			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10005031 73720		POLICE	SUPP-BM		220.18			
							220.18		
589	MALOUF JR AND ASSOCIA	0001		INV	03/02/2024	IN-36714			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003024 73720		PR-REC	SUPP-BM		234.90			
							234.90		
589	MALOUF JR AND ASSOCIA	0001		INV	03/03/2024	IN-36715			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003021 73772		PR-CEM	SUPP-SHOP		69.90			
							69.90		
589	MALOUF JR AND ASSOCIA	0001		INV	03/06/2024	IN-36705			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 73720		FIRE	SUPP-BM		125.10			
							125.10		
						CHECK TOTAL	650.08		

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 240226 02/26/2024

DUE DATE: 02/26/2024

CASH ACCOUNT: 999 11010		CASH IN BANK - CITY							
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
2240 MASE ENTERPRISES	0001		INV	02/17/2024	23303				
ACCOUNT DETAIL					LINE AMOUNT				
1 10008000 72722		AIRPORT	RM-AIR		4,417.90				
					CHECK TOTAL	4,417.90			
15 MATHESON TRIGAS-LINWE	0001		INV	03/01/2024	0029117507				
ACCOUNT DETAIL					LINE AMOUNT				
1 280 73771		STREET	SUPP-WELD		132.62				
						132.62			
15 MATHESON TRIGAS-LINWE	0001		INV	02/07/2024	0029022226				
ACCOUNT DETAIL					LINE AMOUNT				
1 10006041 73135		AMBULANCEMED SUPP			117.60				
						117.60			
15 MATHESON TRIGAS-LINWE	0001		INV	02/16/2024	0029058448				
ACCOUNT DETAIL					LINE AMOUNT				
1 10006041 73135		AMBULANCEMED SUPP			120.00				
						120.00			
					CHECK TOTAL	370.22			
29 DELMAR M MCCORD	0001		INV	01/17/2024	057929				
ACCOUNT DETAIL					LINE AMOUNT				
1 10006040 73130		FIRE	BADGES		198.50				
						198.50			
					CHECK TOTAL	198.50			
601 MENARDS	0001		INV	02/29/2024	64149				
ACCOUNT DETAIL					LINE AMOUNT				
1 610 72720		LANDFILL	RM-BLDG		30.27				
						30.27			
601 MENARDS	0001		INV	02/29/2024	64132				
ACCOUNT DETAIL					LINE AMOUNT				
1 10003020 72720		PR-AUD	RM-BLDG		52.74				
						52.74			
601 MENARDS	0001		INV	02/09/2024	63219				
ACCOUNT DETAIL					LINE AMOUNT				
1 10002000 72905		DS	DUE/SUBS		11.97				
						11.97			

CITY OF HASTINGS



ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 240226 02/26/2024

DUE DATE: 02/26/2024

CASH ACCOUNT: 999 11010		CASH IN BANK - CITY							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
601	MENARDS	0001		INV	02/29/2024	64145			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10002000 72780	DS	RM-VEH			15.99	15.99		
601	MENARDS	0001		INV	02/18/2024	63658			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 270 73723	MUSEUM	SUPP-EX			32.14	32.14		
601	MENARDS	0001		INV	02/23/2024	63856			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003022 72750	PR-PARKS	RM-HEAVY			45.54	45.54		
601	MENARDS	0001		INV	02/24/2024	63909			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003022 72750	PR-PARKS	RM-HEAVY			62.14	62.14		
601	MENARDS	0001		INV	02/08/2024	63163			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003024 72720	PR-REC	RM-BLDG			298.82	298.82		
601	MENARDS	0001		INV	02/25/2024	63931			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003024 72720	PR-REC	RM-BLDG			8.97	8.97		
601	MENARDS	0001		INV	02/25/2024	63957			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003024 72720	PR-REC	RM-BLDG			5.98	5.98		
601	MENARDS	0001		INV	02/22/2024	63782			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003024 72720	PR-REC	RM-BLDG			444.99	444.99		
601	MENARDS	0001		INV	03/02/2024	64250			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10005031 73850	POLICE	FIELD EQ			21.08	21.08		

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 240226 02/26/2024

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CASH ACCOUNT: 999 11010		CASH IN BANK - CITY							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
601	MENARDS	0001		INV	03/06/2024	64404			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 72720		FIRE	RM-BLDG		165.37	165.37		
601	MENARDS	0001		INV	03/09/2024	64547			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003024 73143		PR-REC	SUPP-SE		266.75	266.75		
601	MENARDS	0001		INV	02/29/2024	64130			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 270 73721		MUSEUM	SUPP-ELEC		128.95			
	2 270 73772		MUSEUM	SUPP-SHOP		27.83			
							156.78		
601	MENARDS	0001		INV	03/08/2024	64516			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 73850		STREET	FIELD EQ		23.92	23.92		
601	MENARDS	0001		INV	03/01/2024	64198			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 73105		STREET	ASP/CEMENT		210.05	210.05		
601	MENARDS	0001		INV	02/24/2024	63890			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 72915		STREET	OTHER		127.06	127.06		
601	MENARDS	0001		INV	03/10/2024	64600			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 73772		STREET	SUPP-SHOP		126.31	126.31		
601	MENARDS	0001		INV	03/01/2024	64193			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 73772		STREET	SUPP-SHOP		162.35	162.35		
							2,269.22		
						CHECK TOTAL			
558	MICHAEL TODD & COMPAN	0001		INV	03/07/2024	213217			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 72750		STREET	RM-HEAVY		8,057.20			

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 240226 02/26/2024

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CASH ACCOUNT: 999 11010		CASH IN BANK - CITY							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
						CHECK TOTAL	8,057.20		
							8,057.20		
591	MICROFILM IMAGING SYS	0001		INV	03/02/2024	94141			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 72760		FIRE	RM-OFFICE			45.00		
							45.00		
						CHECK TOTAL	45.00		
1461	MID-AMERICA ARTS ALLI	0001		INV	03/02/2024	BK-060582			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 270 72913		MUSEUM	TRAV EXH			3,577.50		
							3,577.50		
						CHECK TOTAL	3,577.50		
218	MIDWEST TAPE	0001		INV	02/28/2024	504982650			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10004000 73012		LIBRARY	LIB COLL			63.72		
	2 10004000 72914		LIBRARY	PROC FEE			9.40		
							73.12		
218	MIDWEST TAPE	0001		INV	03/01/2024	504992953			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10004000 73012		LIBRARY	LIB COLL			3,148.30		
							3,148.30		
218	MIDWEST TAPE	0001		INV	03/06/2024	505014229			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10004000 73012		LIBRARY	LIB COLL			110.95		
	2 10004000 72914		LIBRARY	PROC FEE			11.25		
							122.20		
						CHECK TOTAL	3,343.62		
28	MIDWEST TURF & IRRIGA	0001		INV	02/16/2024	3923663-00			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003021 72750		PR-CEM	RM-HEAVY			356.43		
							356.43		
28	MIDWEST TURF & IRRIGA	0001		INV	03/07/2024	3924314-00			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003022 72720		PR-PARKS	RM-BLDG			1,180.98		

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

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CASH ACCOUNT: 999 11010		CASH IN BANK - CITY							
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
					CHECK TOTAL	1,180.98			
						1,537.41			
688	NAPA AUTO PARTS	0001	INV	02/28/2024	245498				
	ACCOUNT DETAIL				LINE AMOUNT				
	1 610 72780	LANDFILL	RM-VEH			11.59			
	2 610 73805	LANDFILL	HAND TOOL			74.86			
						86.45			
688	NAPA AUTO PARTS	0001	INV	02/24/2024	244931				
	ACCOUNT DETAIL				LINE AMOUNT				
	1 10003022 72750	PR-PARKS	RM-HEAVY			8.22			
						8.22			
688	NAPA AUTO PARTS	0001	INV	02/24/2024	244823				
	ACCOUNT DETAIL				LINE AMOUNT				
	1 10003022 72750	PR-PARKS	RM-HEAVY			198.74			
						198.74			
688	NAPA AUTO PARTS	0001	CRM	02/24/2024	244810				
	ACCOUNT DETAIL				LINE AMOUNT				
	1 10003022 72780	PR-PARKS	RM-VEH			-64.24			
						-64.24			
688	NAPA AUTO PARTS	0001	INV	03/01/2024	246171				
	ACCOUNT DETAIL				LINE AMOUNT				
	1 610 72750	LANDFILL	RM-HEAVY			126.13			
						126.13			
688	NAPA AUTO PARTS	0001	INV	02/29/2024	245740				
	ACCOUNT DETAIL				LINE AMOUNT				
	1 10003021 72750	PR-CEM	RM-HEAVY			176.92			
						176.92			
688	NAPA AUTO PARTS	0001	INV	02/29/2024	245911				
	ACCOUNT DETAIL				LINE AMOUNT				
	1 10003021 72915	PR-CEM	OTHER			25.00			
						25.00			
688	NAPA AUTO PARTS	0001	INV	02/29/2024	245805				
	ACCOUNT DETAIL				LINE AMOUNT				
	1 10003022 72750	PR-PARKS	RM-HEAVY			453.46			
						453.46			

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

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CHECK RUN: 240226 02/26/2024

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CASH ACCOUNT: 999			11010		CASH IN BANK - CITY					
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
688	NAPA AUTO PARTS		0001		INV	02/28/2024	245448			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	10003022 72760		PR-PARKS	RM-OFFICE			70.89		
								70.89		
688	NAPA AUTO PARTS		0001		INV	03/02/2024	246326			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	10003022 72750		PR-PARKS	RM-HEAVY			67.89		
								67.89		
688	NAPA AUTO PARTS		0001		INV	02/18/2024	243436			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	10003024 72720		PR-REC	RM-BLDG			698.38		
								698.38		
688	NAPA AUTO PARTS		0001		CRM	02/18/2024	243546			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	10003024 72720		PR-REC	RM-BLDG			-54.00		
								-54.00		
688	NAPA AUTO PARTS		0001		INV	02/18/2024	243508			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	10003024 72720		PR-REC	RM-BLDG			20.19		
								20.19		
688	NAPA AUTO PARTS		0001		INV	03/03/2024	246705			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	610 72750		LANDFILL	RM-HEAVY			33.96		
								33.96		
688	NAPA AUTO PARTS		0001		INV	03/03/2024	246739			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	610 72750		LANDFILL	RM-HEAVY			17.29		
	2	610 72750		LANDFILL	RM-HEAVY			23.09		
								40.38		
688	NAPA AUTO PARTS		0001		CRM	03/06/2024	247043			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	610 72750		LANDFILL	RM-HEAVY			-33.96		
	2	610 72750		LANDFILL	RM-HEAVY			31.18		
								-2.78		
688	NAPA AUTO PARTS		0001		INV	03/03/2024	246596			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	10003022 72750		PR-PARKS	RM-HEAVY			57.59		
								57.59		

CITY OF HASTINGS



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CHECK RUN: 240226 02/26/2024

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CASH ACCOUNT: 999 11010		CASH IN BANK - CITY							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
688	NAPA AUTO PARTS	0001		INV	02/24/2024	244721			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006041 72780		AMBULANCERM-VEH			67.98	67.98		
688	NAPA AUTO PARTS	0001		INV	03/06/2024	247025			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 72780		FIRE RM-VEH			30.56	30.56		
688	NAPA AUTO PARTS	0001		INV	03/08/2024	247758			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003022 72780		PR-PARKS RM-VEH			99.51	99.51		
688	NAPA AUTO PARTS	0001		INV	03/09/2024	248071			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003022 72750		PR-PARKS RM-HEAVY			121.20	121.20		
688	NAPA AUTO PARTS	0001		INV	03/08/2024	247704			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 72750		STREET RM-HEAVY			4.94	4.94		
688	NAPA AUTO PARTS	0001		INV	03/03/2024	246600			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 72750		STREET RM-HEAVY			62.98	62.98		
688	NAPA AUTO PARTS	0001		INV	03/02/2024	246511			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 72750		STREET RM-HEAVY			65.69	65.69		
688	NAPA AUTO PARTS	0001		INV	03/01/2024	246240			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 73772		STREET SUPP-SHOP			8.99	8.99		
688	NAPA AUTO PARTS	0001		INV	03/01/2024	246045			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 73126		STREET FUEL/OIL			79.74	79.74		

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 240226 02/26/2024

DUE DATE: 02/26/2024

CASH ACCOUNT: 999 11010		CASH IN BANK - CITY							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
688	NAPA AUTO PARTS	0001		INV	02/28/2024	245523			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 73126		STREET	FUEL/OIL		191.34			
	2 280 72750		STREET	RM-HEAVY		77.39			
							268.73		
688	NAPA AUTO PARTS	0001		INV	02/28/2024	245413			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 73126		STREET	FUEL/OIL		111.07			
	2 280 73805		STREET	HAND TOOL		100.08			
							211.15		
						CHECK TOTAL	2,964.65		
1439	NE DEPT OF ENVIRONMEN	0001		INV	04/30/2024	44109			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003023 72915		PR-WP	OTHER		40.00			
							40.00		
1439	NE DEPT OF ENVIRONMEN	0001		INV	04/30/2024	44108			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003023 72915		PR-WP	OTHER		40.00			
							40.00		
1439	NE DEPT OF ENVIRONMEN	0001		INV	04/30/2024	44107			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003023 72915		PR-WP	OTHER		40.00			
							40.00		
1439	NE DEPT OF ENVIRONMEN	0001		INV	04/30/2024	44807			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003022 72915		PR-PARKS	OTHER		100.00			
							100.00		
1439	NE DEPT OF ENVIRONMEN	0001		INV	04/30/2024	44806			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003022 72915		PR-PARKS	OTHER		100.00			
							100.00		
						CHECK TOTAL	320.00		
85	NE SALT AND GRAIN CO.	0001		INV	03/01/2024	71379			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 73155		STREET	SAND/GRAV		6,775.05			
							6,775.05		

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 240226 02/26/2024

DUE DATE: 02/26/2024

CASH ACCOUNT: 99911010				CASH IN BANK - CITY							
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
85	NE SALT AND GRAIN CO.			0001		INV	02/26/2024	71175			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	280	73155		STREET	SAND/GRAV			1,694.15		
									1,694.15		
								CHECK TOTAL	8,469.20		
568	NEBRASKA FIRE SPRINKL			0001		INV	03/01/2024	11106			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	10004000	72720		LIBRARY	RM-BLDG			230.00		
									230.00		
								CHECK TOTAL	230.00		
656	NEBRASKA MACHINERY CO			0001		INV	02/29/2024	CUI1316052			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	610	72750		LANDFILL	RM-HEAVY			313.10		
									313.10		
656	NEBRASKA MACHINERY CO			0001		INV	03/01/2024	CUI1316799			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	610	72750		LANDFILL	RM-HEAVY			53.75		
									53.75		
656	NEBRASKA MACHINERY CO			0001		INV	02/21/2024	CUI1312212			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	280	72750		STREET	RM-HEAVY			178.60		
									178.60		
								CHECK TOTAL	545.45		
1408	KBRY-FM KBEAR COUNTRY			0003		INV	03/01/2024	CC-BB-124011694			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	270	72305		MUSEUM	ADVERTISE			516.00		
									516.00		
								CHECK TOTAL	516.00		
637	NEBRASKA TRUCK CENTER			0001		INV	03/03/2024	HASIN380744			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	610	72750		LANDFILL	RM-HEAVY			146.89		
									146.89		
								CHECK TOTAL	146.89		

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 240226 02/26/2024

DUE DATE: 02/26/2024

CASH ACCOUNT: 999 11010		CASH IN BANK - CITY							
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
464 NEMAHA COUNTY SHERIFF	0001		INV	02/15/2024	9878				
ACCOUNT DETAIL					LINE AMOUNT				
1 10005030 72030	911	PROF SERV			55.44				
						55.44			
					CHECK TOTAL	55.44			
16 NEWMAN TRAFFIC SIGNS,	0001		INV	02/29/2024	TRFINV052033				
ACCOUNT DETAIL					LINE AMOUNT				
1 280 73160	STREET	SIGNS			1,677.72				
						1,677.72			
					CHECK TOTAL	1,677.72			
129 NRG MEDIA - KQKY	0001		INV	03/01/2024	IN-KQ-1240113562				
ACCOUNT DETAIL					LINE AMOUNT				
1 270 72305	MUSEUM	ADVERTISE			58.50				
						58.50			
129 NRG MEDIA - KQKY	0001		INV	03/01/2024	IN-KQ-1240113563				
ACCOUNT DETAIL					LINE AMOUNT				
1 270 72305	MUSEUM	ADVERTISE			58.50				
						58.50			
					CHECK TOTAL	117.00			
109 NRG MEDIA KROR-KSYZ	0001		INV	03/01/2024	IN-1240149374				
ACCOUNT DETAIL					LINE AMOUNT				
1 270 72305	MUSEUM	ADVERTISE			58.50				
						58.50			
109 NRG MEDIA KROR-KSYZ	0001		INV	03/01/2024	IN-1240149377				
ACCOUNT DETAIL					LINE AMOUNT				
1 270 72305	MUSEUM	ADVERTISE			58.50				
						58.50			
					CHECK TOTAL	117.00			
205 O'HARA LINDSAY & ASSO	0001		INV	03/02/2024	HAS0224				
ACCOUNT DETAIL					LINE AMOUNT				
1 10009000 72021	OTHER-GOVT	LOBBY ACT			1,000.00				
						1,000.00			
					CHECK TOTAL	1,000.00			

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 240226 02/26/2024

DUE DATE: 02/26/2024

CASH ACCOUNT: 999 11010		CASH IN BANK - CITY							
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
692 O'REILLY AUTO PARTS	0001		INV	12/30/2023	0764-166331				
ACCOUNT DETAIL					LINE AMOUNT				
1 10006040 72780		FIRE	RM-VEH			19.44			
						19.44			
692 O'REILLY AUTO PARTS	0001		INV	02/06/2024	0764-171729				
ACCOUNT DETAIL					LINE AMOUNT				
1 10006040 72780		FIRE	RM-VEH			13.48			
						13.48			
692 O'REILLY AUTO PARTS	0001		INV	03/02/2024	0764-175984				
ACCOUNT DETAIL					LINE AMOUNT				
1 10006040 72780		FIRE	RM-VEH			51.70			
						51.70			
					CHECK TOTAL	84.62			
201 ODEYS, INC.	0001		INV	03/06/2024	124426				
ACCOUNT DETAIL					LINE AMOUNT				
1 10003022 72720		PR-PARKS	RM-BLDG			3,289.63			
						3,289.63			
					CHECK TOTAL	3,289.63			
690 OLSSON	0001		INV	03/08/2024	486013				
ACCOUNT DETAIL					LINE AMOUNT				
1 610 72030		LANDFILL	PROF SERV			2,820.00			
2 610 72030		LANDFILL	PROF SERV			1,750.00			
						4,570.00			
					CHECK TOTAL	4,570.00			
1400 ALAN MUNSELL	0000		INV	02/01/2024	PER DIEM - MUNSELL				
ACCOUNT DETAIL					LINE AMOUNT				
1 280 72035		STREET	TRAIN/CONF			15.61			
						15.61			
					CHECK TOTAL	15.61			
1400 ALEXIS CIPRIAN	0000		INV	03/10/2024	REIMBURSEMENT				
ACCOUNT DETAIL					LINE AMOUNT				
1 10006041 72035		AMBULANCE	TRAIN/CONF			1,032.01			
						1,032.01			
					CHECK TOTAL	1,032.01			

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 240226 02/26/2024

DUE DATE: 02/26/2024

CASH ACCOUNT: 999 11010		CASH IN BANK - CITY							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
1400	EMILY OSTDIEK	0000		INV	02/28/2024	PER DIEM - OSTDIEK			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10005031 72035		POLICE	TRAIN/CONF		147.50			
							147.50		
						CHECK TOTAL	147.50		
1400	JOHN REINING	0000		INV	02/23/2024	PER DIEM - REINING			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 72035		STREET	TRAIN/CONF		13.42			
							13.42		
						CHECK TOTAL	13.42		
1400	KEVIN KUBO	0000		INV	02/28/2024	REIMBURSEMENT			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10002000 72035		DS	TRAIN/CONF		36.87			
							36.87		
						CHECK TOTAL	36.87		
1400	KEYLE ALCORN	0000		INV	02/07/2024	PER DIEM - ALCORN			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10005031 72035		POLICE	TRAIN/CONF		147.50			
							147.50		
						CHECK TOTAL	147.50		
1400	LORRAINE CLEMENTS	0000		INV	02/28/2024	PER DIEM - CLEMENTS			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10005030 72035		911	TRAIN/CONF		147.50			
							147.50		
						CHECK TOTAL	147.50		
1400	STAROSTKA GROUP UNLIM	0000		INV	03/02/2024	20221821			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 100 42206		GENERAL	CERT OCC		250.00			
							250.00		
						CHECK TOTAL	250.00		

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 240226 02/26/2024

DUE DATE: 02/26/2024

CASH ACCOUNT: 999 11010		CASH IN BANK - CITY								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
1400	STAROSTKA GROUP UNLIM	0000		INV	03/02/2024	20222231				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 100 42206		GENERAL	CERT OCC		250.00				
							250.00			
						CHECK TOTAL	250.00			
1400	STEPHANIE SELL	0000		INV	03/01/2024	PER DIEM - SELL				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10005030 72035	911	TRAIN/CONF			147.50				
							147.50			
						CHECK TOTAL	147.50			
1400	TIMOTHY GULBRANDSON	0000		INV	02/23/2024	PER DIEM GULBRANDSON				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 280 72035		STREET	TRAIN/CONF		39.68				
							39.68			
						CHECK TOTAL	39.68			
1400	TRAVIS NOLAN	0000		INV	03/02/2024	PER DIEM - NOLAN				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10006040 72035		FIRE	TRAIN/CONF		442.50				
							442.50			
						CHECK TOTAL	442.50			
1400	TROY VORDERSTRASSE	0000		INV	02/09/2024	PERDIEM VORDERSTRASS				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10006040 72035		FIRE	TRAIN/CONF		82.00				
							82.00			
						CHECK TOTAL	82.00			
320	OVERDRIVE INC	0001		INV	03/01/2024	01419MA24033232				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10004000 73012		LIBRARY	LIB COLL		544.33				
							544.33			
						CHECK TOTAL	544.33			

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 240226 02/26/2024

DUE DATE: 02/26/2024

CASH ACCOUNT: 999				11010		CASH IN BANK - CITY					
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
18	PEPSI-COLA BOTTLING C			0001		INV	03/03/2024	6100105985			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	270	73121		MUSEUM	CONC-RES			261.70		
									261.70		
18	PEPSI-COLA BOTTLING C			0001		INV	03/10/2024	6100106352			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	270	73121		MUSEUM	CONC-RES			130.85		
									130.85		
								CHECK TOTAL	392.55		
448	PLATTE VALLEY COMM IN			0001		INV	02/14/2024	012400034			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	10005030	72740		911	RM-COM EQ			250.00		
									250.00		
								CHECK TOTAL	250.00		
31	POLICE DEPT. - PETTY			0001		INV	02/28/2024	USPS 012924			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	10005031	72105		POLICE	POSTAGE			2.11		
									2.11		
								CHECK TOTAL	2.11		
24	PRESTO-X			0001		INV	02/08/2024	56193429			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	10006040	72622		FIRE	PEST CONTR			48.71		
									48.71		
								CHECK TOTAL	48.71		
24	PRESTO-X			0001		INV	02/08/2024	56193430			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	10006040	72622		FIRE	PEST CONTR			62.96		
									62.96		
								CHECK TOTAL	62.96		
24	PRESTO-X			0001		INV	02/08/2024	56193500			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	10006040	72622		FIRE	PEST CONTR			65.90		
									65.90		

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 240226 02/26/2024

DUE DATE: 02/26/2024

CASH ACCOUNT: 999 11010		CASH IN BANK - CITY				INVOICE	AMOUNT	VOUCHER	CHECK
VENDOR		REMIT	PO	TYPE	DUE DATE				
						CHECK TOTAL	65.90		
638	PROTEX CENTRAL, INC.	0001		INV	03/08/2024	149336			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003020 72720		PR-AUD	RM-BLDG		157.00			
						CHECK TOTAL	157.00		
1852	PTSR OF HASTINGS	0001		INV	03/01/2024	JAN 2024			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10009000 72056		OTHER-GOVTEE WELL			855.00			
						CHECK TOTAL	855.00		
565	QUAD-C CONSULTING	0001		INV	03/08/2024	232650104			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 285 74229		CONST PROJCAP IMP			3,421.25			
						CHECK TOTAL	3,421.25		
209	QUALITY SOUND & COMMU	0001		INV	03/02/2024	102418			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003024 72720		PR-REC	RM-BLDG		147.00			
						CHECK TOTAL	147.00		
454	QUICK MED CLAIMS LLC	0001		INV	03/01/2024	INV34069			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006041 72042		AMBULANCEBILL SVC			2,522.28			
						CHECK TOTAL	2,522.28		
73	QUILL CORPORATION	0001		INV	02/25/2024	36900185			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10005031 73001		POLICE	OFF SUPP		10.59			
						CHECK TOTAL	10.59		

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 240226 02/26/2024

DUE DATE: 02/26/2024

CASH ACCOUNT: 999 11010				CASH IN BANK - CITY							
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
609	RAYNOR GARAGE DOORS O			0001		INV	02/23/2024	40667			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	10003024	72720		PR-REC	RM-BLDG			90.00		
									90.00		
609	RAYNOR GARAGE DOORS O			0001		INV	02/03/2024	40395			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	10006040	72720		FIRE	RM-BLDG			1,665.00		
									1,665.00		
								CHECK TOTAL	1,755.00		
319	REAL D INC.			0001		INV	03/01/2024	INV191022			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	270	72815		MUSEUM	FILM ROY			46.50		
									46.50		
								CHECK TOTAL	46.50		
378	REAL TIME TRANSLATION			0001		INV	03/09/2024	117580			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	10005031	72030		POLICE	PROF SERV			201.00		
									201.00		
								CHECK TOTAL	201.00		
81	REAMS WRECKER SERVICE			0001		INV	03/06/2024	22504			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	10005031	72780		POLICE	RM-VEH			125.00		
									125.00		
								CHECK TOTAL	125.00		
2047	RELENTLESS LLC			0001		INV	02/13/2024	14262			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	10005031	72035		POLICE	TRAIN/CONF			699.00		
									699.00		
2047	RELENTLESS LLC			0001		INV	02/27/2024	14376			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	10005031	72035		POLICE	TRAIN/CONF			699.00		
									699.00		
								CHECK TOTAL	1,398.00		

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 240226 02/26/2024

DUE DATE: 02/26/2024

CASH ACCOUNT: 999		11010	CASH IN BANK - CITY							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
1466	REVCORD		0001		INV	11/30/2023	SI-7283-3			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	720	73725	IT FUND	COMPT SOFT		4,766.00	4,766.00		
							CHECK TOTAL	4,766.00		
611	RUSS'S MARKET		0001		INV	03/01/2024	17206			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	230	72054	LIB GRANT	LIB PROG		15.47	15.47		
							CHECK TOTAL	15.47		
564	RUTT'S HEATING & AC		0001	22400153	INV	02/29/2024	50916			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	10003024	74120	PR-REC	BDLG IMP		14,490.00	14,490.00		
564	RUTT'S HEATING & AC		0001		INV	03/01/2024	51013			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	10008000	72720	AIRPORT	RM-BLDG		1,727.85	1,727.85		
564	RUTT'S HEATING & AC		0001		INV	02/22/2024	50861			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	10008000	72720	AIRPORT	RM-BLDG		141.38	141.38		
564	RUTT'S HEATING & AC		0001		INV	03/01/2024	51033			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	10003024	72720	PR-REC	RM-BLDG		110.00	110.00		
564	RUTT'S HEATING & AC		0001		INV	12/07/2023	49630			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	280	72720	STREET	RM-BLDG		133.52	133.52		
							CHECK TOTAL	16,602.75		
657	SAPP BROTHERS PETROLE		0001		INV	02/08/2024	IN4346055			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	280	73126	STREET	FUEL/OIL		4,829.19	4,829.19		

CITY OF HASTINGS

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CASH ACCOUNT: 999 11010		CASH IN BANK - CITY							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
657	SAPP BROTHERS PETROLE	0001		INV	02/28/2024	IN4367124			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 610 73126		LANDFILL	FUEL/OIL		1,102.60			
							1,102.60		
657	SAPP BROTHERS PETROLE	0001		INV	02/21/2024	IN4360050			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003022 73126		PR-PARKS	FUEL/OIL		1,959.14			
							1,959.14		
657	SAPP BROTHERS PETROLE	0001		INV	03/06/2024	IN4375463			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 610 73126		LANDFILL	FUEL/OIL		1,708.53			
							1,708.53		
657	SAPP BROTHERS PETROLE	0001		INV	02/25/2024	IN4365694			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 73126		STREET	FUEL/OIL		1,633.08			
							1,633.08		
657	SAPP BROTHERS PETROLE	0001		INV	02/22/2024	IN4360879			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 73126		STREET	FUEL/OIL		1,633.08			
							1,633.08		
657	SAPP BROTHERS PETROLE	0001		INV	02/05/2024	IN4352964			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 73126		STREET	FUEL/OIL		925.41			
							925.41		
657	SAPP BROTHERS PETROLE	0001		INV	02/17/2024	IN4355673			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 280 73126		STREET	FUEL/OIL		4,167.62			
							4,167.62		
						CHECK TOTAL	17,958.65		
382	SCHINDLER ELEVATOR CO	0001		INV	03/02/2024	8106459927			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003022 72720		PR-PARKS	RM-BLDG		195.84			
							195.84		
						CHECK TOTAL	195.84		

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 240226 02/26/2024

DUE DATE: 02/26/2024

CASH ACCOUNT: 999 11010		CASH IN BANK - CITY							
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
1971 SCHOLASTIC INC	0001		INV	03/04/2024	56552401				
ACCOUNT DETAIL					LINE AMOUNT				
1 230 72054		LIB GRANT	LIB PROG		683.58				
					CHECK TOTAL	683.58			
						683.58			
21 SHERWIN-WILLIAMS	0001		INV	02/16/2024	8348-8				
ACCOUNT DETAIL					LINE AMOUNT				
1 10003020 72720		PR-AUD	RM-BLDG		200.85				
						200.85			
21 SHERWIN-WILLIAMS	0001		INV	02/28/2024	6795-4				
ACCOUNT DETAIL					LINE AMOUNT				
1 10004000 72720		LIBRARY	RM-BLDG		86.97				
						86.97			
					CHECK TOTAL	287.82			
						287.82			
616 SMITTY'S ELECTRIC, IN	0001		INV	02/21/2024	56424				
ACCOUNT DETAIL					LINE AMOUNT				
1 10003022 72720		PR-PARKS	RM-BLDG		1,042.33				
						1,042.33			
					CHECK TOTAL	1,042.33			
						1,042.33			
190 SOUTH CENTRAL BOBCAT,	0001		INV	02/29/2024	HM1160				
ACCOUNT DETAIL					LINE AMOUNT				
1 610 72750		LANDFILL	RM-HEAVY		188.99				
						188.99			
190 SOUTH CENTRAL BOBCAT,	0001		INV	03/01/2024	HM1228				
ACCOUNT DETAIL					LINE AMOUNT				
1 610 72750		LANDFILL	RM-HEAVY		56.80				
2 610 72750		LANDFILL	RM-HEAVY		179.46				
						236.26			
190 SOUTH CENTRAL BOBCAT,	0001		INV	03/06/2024	HM1248				
ACCOUNT DETAIL					LINE AMOUNT				
1 610 72750		LANDFILL	RM-HEAVY		369.84				
						369.84			
					CHECK TOTAL	795.09			
						795.09			

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 240226 02/26/2024

DUE DATE: 02/26/2024

CASH ACCOUNT: 999 11010		CASH IN BANK - CITY							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
369	STANEK FIRE PROTECTIO	0001		INV	02/22/2024	38877			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003024 72720		PR-REC	RM-BLDG		219.00			
							219.00		
						CHECK TOTAL	219.00		
2175	STEPHEN LOW DISTRIBUT	0001		INV	03/10/2024	24530			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 270 72815		MUSEUM	FILM ROY		355.08			
							355.08		
						CHECK TOTAL	355.08		
2055	SARA TALL	0001		INV	03/07/2024	INV-000040			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 211 72620		BID	TELEPHONE		450.00			
							450.00		
						CHECK TOTAL	450.00		
315	TAM INTELLIWARE	0001		INV	12/31/2023	1261			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 720 73725		IT FUND	COMPT SOFT		1,700.00			
							1,700.00		
						CHECK TOTAL	1,700.00		
49	THE LIBRARY STORE INC	0001		INV	12/28/2023	663440			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10004000 73001		LIBRARY	OFF SUPP		693.19			
							693.19		
						CHECK TOTAL	693.19		
150	THOMSON REUTERS - WES	0001		INV	03/02/2024	849647093			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10001012 72905		ATTORNEY	DUE/SUBS		567.39			
							567.39		
						CHECK TOTAL	567.39		

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 240226 02/26/2024

DUE DATE: 02/26/2024

CASH ACCOUNT: 999 11010		CASH IN BANK - CITY							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
23	TERRY HAINES	0001		INV	02/29/2024	30324			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003022 72750		PR-PARKS	RM-HEAVY		1,240.00			
							1,240.00		
						CHECK TOTAL	1,240.00		
1337	TK'S CNC & POWDER COA	0001		INV	02/28/2024	INV0027			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003022 72750		PR-PARKS	RM-HEAVY		550.00			
							550.00		
						CHECK TOTAL	550.00		
695	RICK D GODTEL	0001		INV	03/09/2024	2024-09			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003022 72720		PR-PARKS	RM-BLDG		3,510.00			
							3,510.00		
						CHECK TOTAL	3,510.00		
334	TRANSUNION RISK & ALT	0001		INV	03/02/2024	569373-202401-1			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10005031 72030		POLICE	PROF SERV		151.80			
							151.80		
						CHECK TOTAL	151.80		
2216	LENNY TRAUSCH	0001		INV	02/03/2024	AGREEMENT 12-28-23			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006041 72030		AMBULANCE	PROF SERV		951.81			
							951.81		
						CHECK TOTAL	951.81		
95	TYLER TECHNOLOGIES, I	0001	22300355	INV	03/07/2024	045-452819			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10009000 74356		OTHER-GOV	COMP SOFT		1,600.00			
							1,600.00		
						CHECK TOTAL	1,600.00		

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 240226 02/26/2024

DUE DATE: 02/26/2024

CASH ACCOUNT: 999 11010		CASH IN BANK - CITY							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
372	UNIQUE MANAGEMENT SVC	0001		INV	03/02/2024	6122295			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10004000 72030		LIBRARY	PROF SERV			186.40		
						CHECK TOTAL	186.40		
							186.40		
294	US BANK	0001		INV	02/22/2024	STAMPS.COM 1.29.2024			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 270 72760		MUSEUM	RM-OFFICE			29.99		
							29.99		
294	US BANK	0001		INV	02/28/2024	KOLN TV 2 INVOICES			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 270 72305		MUSEUM	ADVERTISE			1,300.00		
							1,300.00		
294	US BANK	0001		INV	02/29/2024	NFPA NATL FIRE PROTE			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10002000 72905		DS	DUE/SUBS			175.00		
							175.00		
294	US BANK	0001		INV	01/26/2024	SEC OF STATE 8239162			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10001012 72030		ATTORNEY	PROF SERV			0.45		
							0.45		
294	US BANK	0001		INV	01/13/2024	AMAZON			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10004000 73012		LIBRARY	LIB COLL			7.99		
							7.99		
294	US BANK	0001		INV	01/26/2024	SEC OF STATE 8239139			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10001012 72030		ATTORNEY	PROF SERV			0.90		
							0.90		
294	US BANK	0001		INV	01/26/2024	SEC OF STATE 8239160			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10001012 72030		ATTORNEY	PROF SERV			0.45		
							0.45		
294	US BANK	0001		INV	02/22/2024	AMAZON			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10004000 73012		LIBRARY	LIB COLL			14.99		
							14.99		

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 240226 02/26/2024

DUE DATE: 02/26/2024

CASH ACCOUNT: 999 11010		CASH IN BANK - CITY							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
294	US BANK	0001		INV	03/06/2024	LEGO			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 230 72054		LIB GRANT	LIB PROG			41.40		
							41.40		
294	US BANK	0001		CRM	01/10/2024	LEGO			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 230 72054		LIB GRANT	LIB PROG			-20.40		
							-20.40		
294	US BANK	0001		INV	02/29/2024	AMAZON			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10004000 73012		LIBRARY	LIB COLL			10.99		
							10.99		
294	US BANK	0001		INV	02/22/2024	AMAZON			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10004000 73012		LIBRARY	LIB COLL			14.99		
							14.99		
294	US BANK	0001		INV	03/08/2024	NEBRASKA PLANNING CO			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10002000 72035		DS	TRAIN/CONF			235.00		
							235.00		
294	US BANK	0001		INV	02/15/2024	MADISON 20409-213601			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 270 73723		MUSEUM	SUPP-EX			150.00		
							150.00		
294	US BANK	0001		INV	02/10/2024	LLBEAN TC507674			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 270 73146		MUSEUM	ED EXP			42.75		
							42.75		
294	US BANK	0001		INV	03/08/2024	B&H 1103821869			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 270 73723		MUSEUM	SUPP-EX			459.98		
							459.98		
294	US BANK	0001		INV	03/08/2024	LCC 138168819			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 270 73724		MUSEUM	EVENT EX			42.75		
							42.75		

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 240226 02/26/2024

DUE DATE: 02/26/2024

CASH ACCOUNT: 999 11010		CASH IN BANK - CITY							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
294	US BANK	0001		INV	03/08/2024	LCC 138168689			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 270 73724		MUSEUM	EVENT EX		42.75			
							42.75		
294	US BANK	0001		INV	03/08/2024	LCC 138167062			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 270 73724		MUSEUM	EVENT EX		42.75			
							42.75		
294	US BANK	0001		INV	03/07/2024	PRAIRIE 000129158			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 270 73710		MUSEUM	LANDSCAPE		138.66			
							138.66		
294	US BANK	0001		INV	03/01/2024	FACEBOOK 12286694123			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 270 72305		MUSEUM	ADVERTISE		354.79			
							354.79		
294	US BANK	0001		INV	03/01/2024	ACORN 000032081			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 270 73146		MUSEUM	ED EXP		235.07			
							235.07		
294	US BANK	0001		CRM	03/07/2024	NEHUMANITIE GARCIA			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 270 73146		MUSEUM	ED EXP		-50.00			
							-50.00		
294	US BANK	0001		INV	02/28/2024	SINCH MAILJET			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 720 73727		IT FUND	SFTW UTIL		25.00			
							25.00		
294	US BANK	0001		INV	03/03/2024	GOOGLE*GSUITE			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 720 73725		IT FUND	COMPT SOFT		49.50			
	2 720 73727		IT FUND	SFTW UTIL		40.50			
							90.00		
294	US BANK	0001		INV	03/06/2024	AMAZON WEB SERVICES			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 720 73725		IT FUND	COMPT SOFT		50.84			
	2 720 73727		IT FUND	SFTW UTIL		41.59			
							92.43		

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 240226 02/26/2024

DUE DATE: 02/26/2024

CASH ACCOUNT: 999 11010		CASH IN BANK - CITY							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
294	US BANK	0001		INV	02/25/2024	AMERLIBASSOC			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 230 72035		LIB GRANT	TRAIN/CONF		52.50			
							52.50		
294	US BANK	0001		INV	02/29/2024	NELIBRASSOC			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 230 72035		LIB GRANT	TRAIN/CONF		45.00			
							45.00		
294	US BANK	0001		INV	02/29/2024	WALLGUARD			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10004000 72720		LIBRARY	RM-BLDG		285.79			
							285.79		
294	US BANK	0001		INV	02/28/2024	MILWAUKEE RS03541093			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 270 72750		MUSEUM	RM-HEAVY		144.48			
							144.48		
294	US BANK	0001		INV	02/28/2024	AMAZON			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10004000 73012		LIBRARY	LIB COLL		3.99			
							3.99		
						CHECK TOTAL	4,010.44		
160	VAN DIEST SUPPLY COMP	0001		INV	02/29/2024	101989			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003022 73115		PR-PARKS	CHEMICAL		565.95			
							565.95		
						CHECK TOTAL	565.95		
179	WAL-MART COMMUNITY	0001		INV	03/02/2024	05193			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003024 73143		PR-REC	SUPP-SE		51.05			
							51.05		
179	WAL-MART COMMUNITY	0001		INV	03/02/2024	05092			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003024 73143		PR-REC	SUPP-SE		64.70			
							64.70		

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 240226 02/26/2024

DUE DATE: 02/26/2024

CASH ACCOUNT: 999 11010		CASH IN BANK - CITY							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
179	WAL-MART COMMUNITY	0001		INV	02/29/2024	06741			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003024 73143		PR-REC	SUPP-SE			42.84		
									42.84
179	WAL-MART COMMUNITY	0001		INV	03/02/2024	01483			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10005031 73850		POLICE	FIELD EQ			46.99		
									46.99
179	WAL-MART COMMUNITY	0001		INV	03/09/2024	00603			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003024 73720		PR-REC	SUPP-BM			59.00		
									59.00
179	WAL-MART COMMUNITY	0001		INV	01/20/2024	627794078			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 270 73720		MUSEUM	SUPP-BM			58.81		
									58.81
						CHECK TOTAL	323.39		
1755	WAL-MART VISION CENTE	0001		INV	03/08/2024	219625940			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10006040 73165		FIRE	UNIFORM			318.86		
									318.86
						CHECK TOTAL	318.86		
112	WILLIAMS EXTERMINATIN	0001		INV	02/22/2024	59678			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10003020 72720		PR-AUD	RM-BLDG			46.00		
									46.00
						CHECK TOTAL	46.00		
14	WINDSTREAM	0001		INV	02/09/2024	090937657 011024			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 10008000 72620		AIRPORT	TELEPHONE			52.90		
									52.90
						CHECK TOTAL	52.90		

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 240226 02/26/2024

DUE DATE: 02/26/2024

CASH ACCOUNT: 999 11010		CASH IN BANK - CITY				DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
VENDOR		REMIT	PO	TYPE						
2091	WINZER CORPORATION	0001		INV	11/01/2023	1501110				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10003022 73805		PR-PARKS	HAND TOOL		170.58		170.58		
						CHECK TOTAL		170.58		
405	WISE HEAVY EQUIPMENT	0001		INV	03/06/2024	P36104				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 280 72750		STREET	RM-HEAVY		538.64		538.64		
						CHECK TOTAL		538.64		
2217	TYLER WISEMAN	0001		INV	02/26/2024	1009				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10006040 74242		FIRE	DEPT CAP		4,990.00				
	2 10006040 72720		FIRE	RM-BLDG		3,753.00				
						CHECK TOTAL		8,743.00		
								8,743.00		
726	WOODWARD'S DISPOSAL S	0001		INV	02/23/2024	9176-1190				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 211 72915		BID	OTHER		110.22		110.22		
726	WOODWARD'S DISPOSAL S	0001		INV	02/23/2024	9176-1284				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10009000 72630		OTHER-GOVTWASTE DISP			4,215.52		4,215.52		
						CHECK TOTAL		4,325.74		
								4,325.74		
2086	YANDAS MUSIC & PRO AU	0001		INV	01/06/2024	679205				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10009000 72015		OTHER-GOVTCNT			894.50		894.50		
						CHECK TOTAL		894.50		
								894.50		
295	ZOLL MEDICAL CORPORAT	0001		INV	03/08/2024	3909905				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10006041 73850		AMBULANCEFIELD EQ			1,569.48				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 240226 02/26/2024
DUE DATE: 02/26/2024

CASH ACCOUNT: 999		11010	CASH IN BANK - CITY						
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
						1,569.48			
					CHECK TOTAL	1,569.48			
435	INVOICES								
					WARRANT TOTAL	258,473.65	258,473.65		
					CASH ACCOUNT BALANCE		43,263,724.04		

Check Run Summary

FUND	ORG	ACCOUNT	AMOUNT	AVLB BUDGET		
100	100	GENERAL FUND	100-00-000-00-0000-00000-42206-	CERT OF OCCUPANCY FEE	500.00	0.00
100	10001010	ADMIN - CITY ADMINIST	100-10-010-10-0000-00000-72030-	PROFESSIONAL SERVICES	29.70	639,977.20
100	10001010	ADMIN - CITY ADMINIST	100-10-010-10-0000-00000-72605-	ELECTRICITY	93.13	639,977.20
100	10001010	ADMIN - CITY ADMINIST	100-10-010-10-0000-00000-72905-	DUES & SUBSCRIPTIONS	150.00	639,977.20
100	10001010	ADMIN - CITY ADMINIST	100-10-010-10-0000-00000-73001-	OFFICE SUPPLIES	36.98	639,977.20
100	10001010	ADMIN - CITY ADMINIST	100-10-010-10-0000-00000-73010-	BOOKS & MAPS	7.99	639,977.20
100	10001011	ADMIN - HR	100-10-010-11-0000-00000-72053-	EMPLOYEE PROGRAMS	463.45	451,128.07
100	10001011	ADMIN - HR	100-10-010-11-0000-00000-73001-	OFFICE SUPPLIES	14.76	451,128.07
100	10001011	ADMIN - HR	100-10-010-11-0000-00000-73170-	WEARING APPAREL	50.00	451,128.07
100	10001012	ADMIN - CITY ATTORNEY	100-10-010-12-0000-00000-72030-	PROFESSIONAL SERVICES	1.80	122,825.30
100	10001012	ADMIN - CITY ATTORNEY	100-10-010-12-0000-00000-72905-	DUES & SUBSCRIPTIONS	567.39	122,825.30
100	10001013	ADMIN - FINANCE	100-10-010-13-0000-00000-73170-	WEARING APPAREL	49.00	658,230.82
100	10001015	ADMIN - CLERK	100-10-010-15-0000-00000-72305-	ADVERTISING	507.61	165,890.37
100	10002000	DEVELOPMENT SERVICES	100-10-020-00-0000-00000-72035-	TRAINING/CONFERENCES	271.87	845,652.95
100	10002000	DEVELOPMENT SERVICES	100-10-020-00-0000-00000-72043-	RECORDING FEES	66.00	845,652.95
100	10002000	DEVELOPMENT SERVICES	100-10-020-00-0000-00000-72305-	ADVERTISING	8.59	845,652.95
100	10002000	DEVELOPMENT SERVICES	100-10-020-00-0000-00000-72405-	PRINTING	34.95	845,652.95
100	10002000	DEVELOPMENT SERVICES	100-10-020-00-0000-00000-72760-	R & M OFFICE EQUIPMEN	318.98	845,652.95
100	10002000	DEVELOPMENT SERVICES	100-10-020-00-0000-00000-72780-	R & M VEHICLES	15.99	845,652.95
100	10002000	DEVELOPMENT SERVICES	100-10-020-00-0000-00000-72905-	DUES & SUBSCRIPTIONS	186.97	845,652.95
100	10002000	DEVELOPMENT SERVICES	100-10-020-00-0000-00000-73001-	OFFICE SUPPLIES	32.93	845,652.95
100	10003020	PARKS & REC - AUDITOR	100-40-030-20-0000-00000-72720-	R & M BUILDINGS	529.57	84,707.02
100	10003020	PARKS & REC - AUDITOR	100-40-030-20-0000-00000-73720-	BUILDING MAINTENANCE	40.76	84,707.02
100	10003021	PARKS & REC - CEMETER	100-40-030-21-0000-00000-72750-	R & M HEAVY MACHINERY	635.87	1,273,322.64
100	10003021	PARKS & REC - CEMETER	100-40-030-21-0000-00000-72780-	R & M VEHICLES	11.22	1,273,322.64
100	10003021	PARKS & REC - CEMETER	100-40-030-21-0000-00000-72915-	OTHER	207.34	1,273,322.64
100	10003021	PARKS & REC - CEMETER	100-40-030-21-0000-00000-73772-	SHOP SUPPLIES	179.89	1,273,322.64
100	10003022	PARKS & REC - PARKS	100-40-030-22-0000-00000-72720-	R & M BUILDINGS	9,968.96	2,386,959.85
100	10003022	PARKS & REC - PARKS	100-40-030-22-0000-00000-72750-	R & M HEAVY MACHINERY	3,121.70	2,386,959.85
100	10003022	PARKS & REC - PARKS	100-40-030-22-0000-00000-72760-	R & M OFFICE EQUIPMEN	127.89	2,386,959.85
100	10003022	PARKS & REC - PARKS	100-40-030-22-0000-00000-72780-	R & M VEHICLES	4,595.88	2,386,959.85
100	10003022	PARKS & REC - PARKS	100-40-030-22-0000-00000-72915-	OTHER	390.95	2,386,959.85
100	10003022	PARKS & REC - PARKS	100-40-030-22-0000-00000-73115-	CHEMICALS	565.95	2,386,959.85
100	10003022	PARKS & REC - PARKS	100-40-030-22-0000-00000-73126-	FUEL & OIL	1,959.14	2,386,959.85
100	10003022	PARKS & REC - PARKS	100-40-030-22-0000-00000-73772-	SHOP SUPPLIES	20.66	2,386,959.85
100	10003022	PARKS & REC - PARKS	100-40-030-22-0000-00000-73805-	HAND TOOLS	170.58	2,386,959.85
100	10003023	PARKS & REC - WATER P	100-40-030-23-0000-00000-72720-	R & M BUILDINGS		

ACCOUNTS PAYABLE CHECK RUN REPORT

100	10003024	PARKS & REC - RECREAT	100-40-030-24-0000-00000-73143-	SPEC. EVENT SUPPLIES	425.34	133,608.39
100	10003024	PARKS & REC - RECREAT	100-40-030-24-0000-00000-73720-	BUILDING MAINTENANCE	293.90	133,608.39
100	10003024	PARKS & REC - RECREAT	100-40-030-24-0000-00000-74120-	BUILDING IMPROVEMENTS	14,490.00	133,608.39
100	10004000	LIBRARY	100-40-040-00-0000-00000-72030-	PROFESSIONAL SERVICES	301.93	1,095,064.98
100	10004000	LIBRARY	100-40-040-00-0000-00000-72035-	TRAINING/CONFERENCES	10.00	1,095,064.98
100	10004000	LIBRARY	100-40-040-00-0000-00000-72605-	ELECTRICITY	1,626.29	1,095,064.98
100	10004000	LIBRARY	100-40-040-00-0000-00000-72610-	NATURAL GAS	816.24	1,095,064.98
100	10004000	LIBRARY	100-40-040-00-0000-00000-72615-	SEWER	36.83	1,095,064.98
100	10004000	LIBRARY	100-40-040-00-0000-00000-72620-	TELEPHONE	198.60	1,095,064.98
100	10004000	LIBRARY	100-40-040-00-0000-00000-72625-	WATER	209.02	1,095,064.98
100	10004000	LIBRARY	100-40-040-00-0000-00000-72720-	R & M BUILDINGS	2,292.08	1,095,064.98
100	10004000	LIBRARY	100-40-040-00-0000-00000-72760-	R & M OFFICE EQUIPMEN	5,442.47	1,095,064.98
100	10004000	LIBRARY	100-40-040-00-0000-00000-72914-	PROCESSING FEES	206.27	1,095,064.98
100	10004000	LIBRARY	100-40-040-00-0000-00000-73001-	OFFICE SUPPLIES	1,124.51	1,095,064.98
100	10004000	LIBRARY	100-40-040-00-0000-00000-73005-	LIBRARY MAKER SPACE S	80.95	1,095,064.98
100	10004000	LIBRARY	100-40-040-00-0000-00000-73012-	LIBRARY COLLECTION	6,003.11	1,095,064.98
100	10005030	POLICE - 911 CENTER	100-20-050-30-0000-00000-72030-	PROFESSIONAL SERVICES	180.44	846,783.98
100	10005030	POLICE - 911 CENTER	100-20-050-30-0000-00000-72035-	TRAINING/CONFERENCES	295.00	846,783.98
100	10005030	POLICE - 911 CENTER	100-20-050-30-0000-00000-72740-	R & M COMMUNICATION E	250.00	846,783.98
100	10005031	POLICE	100-20-050-31-0000-00000-72030-	PROFESSIONAL SERVICES	552.80	4,365,096.29
100	10005031	POLICE	100-20-050-31-0000-00000-72035-	TRAINING/CONFERENCES	1,935.85	4,365,096.29
100	10005031	POLICE	100-20-050-31-0000-00000-72105-	POSTAGE	2.11	4,365,096.29
100	10005031	POLICE	100-20-050-31-0000-00000-72305-	ADVERTISING	172.35	4,365,096.29
100	10005031	POLICE	100-20-050-31-0000-00000-72780-	R & M VEHICLES	3,316.37	4,365,096.29
100	10005031	POLICE	100-20-050-31-0000-00000-73001-	OFFICE SUPPLIES	10.59	4,365,096.29
100	10005031	POLICE	100-20-050-31-0000-00000-73165-	UNIFORM ALLOWANCE	85.94	4,365,096.29
100	10005031	POLICE	100-20-050-31-0000-00000-73720-	BUILDING MAINTENANCE	255.18	4,365,096.29
100	10005031	POLICE	100-20-050-31-0000-00000-73850-	FIELD EQUIPMENT	68.07	4,365,096.29
100	10006040	FIRE	100-20-060-40-0000-00000-72030-	PROFESSIONAL SERVICES	809.63	2,796,372.01
100	10006040	FIRE	100-20-060-40-0000-00000-72035-	TRAINING/CONFERENCES	565.37	2,796,372.01
100	10006040	FIRE	100-20-060-40-0000-00000-72605-	ELECTRICITY	1,450.94	2,796,372.01
100	10006040	FIRE	100-20-060-40-0000-00000-72610-	NATURAL GAS	567.42	2,796,372.01
100	10006040	FIRE	100-20-060-40-0000-00000-72615-	SEWER	126.67	2,796,372.01
100	10006040	FIRE	100-20-060-40-0000-00000-72620-	TELEPHONE	52.25	2,796,372.01
100	10006040	FIRE	100-20-060-40-0000-00000-72622-	PEST CONTROL	177.57	2,796,372.01
100	10006040	FIRE	100-20-060-40-0000-00000-72625-	WATER	257.00	2,796,372.01
100	10006040	FIRE	100-20-060-40-0000-00000-72720-	R & M BUILDINGS	6,810.87	2,796,372.01
100	10006040	FIRE	100-20-060-40-0000-00000-72760-	R & M OFFICE EQUIPMEN	45.00	2,796,372.01
100	10006040	FIRE	100-20-060-40-0000-00000-72770-	R & M TOOLS & MISC. E	326.87	2,796,372.01
100	10006040	FIRE	100-20-060-40-0000-00000-72780-	R & M VEHICLES	4,661.45	2,796,372.01
100	10006040	FIRE	100-20-060-40-0000-00000-73010-	BOOKS & MAPS	60.71	2,796,372.01
100	10006040	FIRE	100-20-060-40-0000-00000-73126-	FUEL & OIL	58.61	2,796,372.01
100	10006040	FIRE	100-20-060-40-0000-00000-73130-	BADGES	198.50	2,796,372.01
100	10006040	FIRE	100-20-060-40-0000-00000-73165-	UNIFORM ALLOWANCE	2,398.12	2,796,372.01
100	10006040	FIRE	100-20-060-40-0000-00000-73720-	BUILDING MAINTENANCE	289.33	2,796,372.01

ACCOUNTS PAYABLE CHECK RUN REPORT

100	10006040	FIRE	100-20-060-40-0000-00000-73772-
100	10006040	FIRE	100-20-060-40-0000-00000-74242-
100	10006041	FIRE - AMBULANCE	100-20-060-41-0000-00000-72030-
100	10006041	FIRE - AMBULANCE	100-20-060-41-0000-00000-72035-
100	10006041	FIRE - AMBULANCE	100-20-060-41-0000-00000-72042-
100	10006041	FIRE - AMBULANCE	100-20-060-41-0000-00000-72780-
100	10006041	FIRE - AMBULANCE	100-20-060-41-0000-00000-73135-
100	10006041	FIRE - AMBULANCE	100-20-060-41-0000-00000-73165-
100	10006041	FIRE - AMBULANCE	100-20-060-41-0000-00000-73850-
100	10007052	PW - STORM WATER MGMT	100-30-070-52-0000-00000-72305-
100	10007052	PW - STORM WATER MGMT	100-30-070-52-0000-00000-73850-
100	10008000	AIRPORT	100-30-080-00-0000-00000-72605-
100	10008000	AIRPORT	100-30-080-00-0000-00000-72610-
100	10008000	AIRPORT	100-30-080-00-0000-00000-72615-
100	10008000	AIRPORT	100-30-080-00-0000-00000-72620-
100	10008000	AIRPORT	100-30-080-00-0000-00000-72625-
100	10008000	AIRPORT	100-30-080-00-0000-00000-72720-
100	10008000	AIRPORT	100-30-080-00-0000-00000-72722-
100	10009000	OTHER GOV'T ACCOUNTS	100-10-090-00-0000-00000-72015-
100	10009000	OTHER GOV'T ACCOUNTS	100-10-090-00-0000-00000-72021-
100	10009000	OTHER GOV'T ACCOUNTS	100-10-090-00-0000-00000-72056-
100	10009000	OTHER GOV'T ACCOUNTS	100-10-090-00-0000-00000-72630-
100	10009000	OTHER GOV'T ACCOUNTS	100-10-090-00-0000-00000-72725-
100	10009000	OTHER GOV'T ACCOUNTS	100-10-090-00-0000-00000-72810-
100	10009000	OTHER GOV'T ACCOUNTS	100-10-090-00-0000-00000-74356-

SHOP SUPPLIES	146.04	2,796,372.01
DEPARTMENTAL CAPITAL	4,990.00	2,796,372.01
PROFESSIONAL SERVICES	951.81	99,001.50
TRAINING/CONFERENCES	1,032.01	99,001.50
BILLING/COLLECTION SE	2,522.28	99,001.50
R & M VEHICLES	138.58	99,001.50
MEDICAL SUPPLIES	2,003.64	99,001.50
UNIFORM ALLOWANCE	386.09	99,001.50
FIELD EQUIPMENT	1,569.48	99,001.50
ADVERTISING	440.00	29,530.55
FIELD EQUIPMENT	2.50	29,530.55
ELECTRICITY	1,275.08	323,978.60
NATURAL GAS	1,602.42	323,978.60
SEWER	133.37	323,978.60
TELEPHONE	52.90	323,978.60
WATER	268.05	323,978.60
R & M BUILDINGS	2,159.15	323,978.60
R & M AIRPORT	13,124.88	323,978.60
CONTINGENCY	894.50	2,513,199.13
LOBBYIST ACTIVITIES	1,000.00	2,513,199.13
EMPLOYEE WELLNESS PRO	855.00	2,513,199.13
WASTE DISPOSAL SERVIC	4,215.52	2,513,199.13
DEMOLITION	2,466.91	2,513,199.13
LANDMARK OFFICE RENT	4,070.00	2,513,199.13
COMPUTER SOFTWARE	1,600.00	2,513,199.13

FUND TOTAL 137,190.52

CASH ACCOUNT 999 11010 BALANCE 43,263,724.04

211	211	BUSINESS IMPROVEMENT	211-50-000-00-0000-00000-72620-
211	211	BUSINESS IMPROVEMENT	211-50-000-00-0000-00000-72915-

TELEPHONE	450.00	45,511.45
OTHER	290.54	45,511.45

FUND TOTAL 740.54

CASH ACCOUNT 999 11010 BALANCE 43,263,724.04

230	230	LIBRARY GRANT	230-40-000-00-0000-00000-72035-
230	230	LIBRARY GRANT	230-40-000-00-0000-00000-72054-

TRAINING/CONFERENCES	97.50	221,859.87
LIBRARY PROGRAMS	1,275.09	221,859.87

FUND TOTAL 1,372.59

CASH ACCOUNT 999 11010 BALANCE 43,263,724.04

255	25500040	PS GRANT - FIRE	255-20-000-40-0000-00000-74370-
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TOOLS & MISCELLANEOUS	4,239.38	129,380.33
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FUND TOTAL 4,239.38

CASH ACCOUNT 999 11010 BALANCE 43,263,724.04

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

265	265	DIVERSION PROGRAM	265-30-000-00-0000-00000-45115-	DIVERSION PROGRAM FEE	100.88	0.00
				FUND TOTAL	100.88	
CASH ACCOUNT 999 11010						
BALANCE 43,263,724.04						
270	270	MUSEUM	270-40-000-00-0000-00000-72305-	ADVERTISING	4,354.79	1,386,531.94
270	270	MUSEUM	270-40-000-00-0000-00000-72410-	FILM PRINT COST	70.00	1,386,531.94
270	270	MUSEUM	270-40-000-00-0000-00000-72605-	ELECTRICITY	3,775.19	1,386,531.94
270	270	MUSEUM	270-40-000-00-0000-00000-72610-	NATURAL GAS	104.85	1,386,531.94
270	270	MUSEUM	270-40-000-00-0000-00000-72615-	SEWER	53.57	1,386,531.94
270	270	MUSEUM	270-40-000-00-0000-00000-72625-	WATER	218.62	1,386,531.94
270	270	MUSEUM	270-40-000-00-0000-00000-72750-	R & M HEAVY MACHINERY	274.48	1,386,531.94
270	270	MUSEUM	270-40-000-00-0000-00000-72760-	R & M OFFICE EQUIPMEN	29.99	1,386,531.94
270	270	MUSEUM	270-40-000-00-0000-00000-72815-	FILM ROYALTY	401.58	1,386,531.94
270	270	MUSEUM	270-40-000-00-0000-00000-72913-	TRAVELING EXHIBIT FEE	3,577.50	1,386,531.94
270	270	MUSEUM	270-40-000-00-0000-00000-72915-	OTHER	96.98	1,386,531.94
270	270	MUSEUM	270-40-000-00-0000-00000-73121-	CONCESSIONS FOR RESAL	392.55	1,386,531.94
270	270	MUSEUM	270-40-000-00-0000-00000-73146-	EDUCATIONAL EXPENSES	1,125.14	1,386,531.94
270	270	MUSEUM	270-40-000-00-0000-00000-73710-	LANDSCAPING SUPPLIES	138.66	1,386,531.94
270	270	MUSEUM	270-40-000-00-0000-00000-73720-	BUILDING MAINTENANCE	58.81	1,386,531.94
270	270	MUSEUM	270-40-000-00-0000-00000-73721-	ELECTRICAL SUPPLIES	128.95	1,386,531.94
270	270	MUSEUM	270-40-000-00-0000-00000-73723-	EXHIBIT SUPPLIES	1,538.14	1,386,531.94
270	270	MUSEUM	270-40-000-00-0000-00000-73724-	EVENT EXPENSES	128.25	1,386,531.94
270	270	MUSEUM	270-40-000-00-0000-00000-73772-	SHOP SUPPLIES	27.83	1,386,531.94
				FUND TOTAL	16,495.88	
CASH ACCOUNT 999 11010						
BALANCE 43,263,724.04						
280	280	STREET FUND	280-30-000-00-0000-00000-72030-	PROFESSIONAL SERVICES	9,311.25	3,662,038.11
280	280	STREET FUND	280-30-000-00-0000-00000-72035-	TRAINING/CONFERENCES	68.71	3,662,038.11
280	280	STREET FUND	280-30-000-00-0000-00000-72720-	R & M BUILDINGS	133.52	3,662,038.11
280	280	STREET FUND	280-30-000-00-0000-00000-72750-	R & M HEAVY MACHINERY	19,885.64	3,662,038.11
280	280	STREET FUND	280-30-000-00-0000-00000-72771-	R & M TRAFFIC SIGNALS	601.22	3,662,038.11
280	280	STREET FUND	280-30-000-00-0000-00000-72780-	R & M VEHICLES	559.00	3,662,038.11
280	280	STREET FUND	280-30-000-00-0000-00000-72915-	OTHER	127.06	3,662,038.11
280	280	STREET FUND	280-30-000-00-0000-00000-73105-	ASPHALT & CEMENT	210.61	3,662,038.11
280	280	STREET FUND	280-30-000-00-0000-00000-73126-	FUEL & OIL	17,774.58	3,662,038.11
280	280	STREET FUND	280-30-000-00-0000-00000-73155-	SAND & GRAVEL	8,469.20	3,662,038.11
280	280	STREET FUND	280-30-000-00-0000-00000-73160-	SIGNS	1,988.48	3,662,038.11
280	280	STREET FUND	280-30-000-00-0000-00000-73771-	WELDING SUPPLIES	195.87	3,662,038.11
280	280	STREET FUND	280-30-000-00-0000-00000-73772-	SHOP SUPPLIES	538.90	3,662,038.11
280	280	STREET FUND	280-30-000-00-0000-00000-73805-	HAND TOOLS	100.08	3,662,038.11
280	280	STREET FUND	280-30-000-00-0000-00000-73850-	FIELD EQUIPMENT	23.92	3,662,038.11

CITY OF HASTINGS

ACCOUNTS PAYABLE CHECK RUN REPORT

				FUND TOTAL	59,988.04	
CASH ACCOUNT 999 11010				BALANCE 43,263,724.04		
285	285	CONSTRUCTION PROJECTS	285-30-000-00-0000-00000-74229-	CAPITAL IMPROVEMENTS/	5,555.00	3,626,841.78
				FUND TOTAL	5,555.00	
CASH ACCOUNT 999 11010				BALANCE 43,263,724.04		
610	610	LANDFILL FUND	610-60-000-00-0000-00000-72030-	PROFESSIONAL SERVICES	4,570.00	2,010,749.07
610	610	LANDFILL FUND	610-60-000-00-0000-00000-72610-	NATURAL GAS	607.78	2,010,749.07
610	610	LANDFILL FUND	610-60-000-00-0000-00000-72720-	R & M BUILDINGS	167.41	2,010,749.07
610	610	LANDFILL FUND	610-60-000-00-0000-00000-72750-	R & M HEAVY MACHINERY	1,954.58	2,010,749.07
610	610	LANDFILL FUND	610-60-000-00-0000-00000-72780-	R & M VEHICLES	11.59	2,010,749.07
610	610	LANDFILL FUND	610-60-000-00-0000-00000-73001-	OFFICE SUPPLIES	143.94	2,010,749.07
610	610	LANDFILL FUND	610-60-000-00-0000-00000-73126-	FUEL & OIL	3,099.27	2,010,749.07
610	610	LANDFILL FUND	610-60-000-00-0000-00000-73170-	WEARING APPAREL	12.30	2,010,749.07
610	610	LANDFILL FUND	610-60-000-00-0000-00000-73805-	HAND TOOLS	74.86	2,010,749.07
				FUND TOTAL	10,641.73	
CASH ACCOUNT 999 11010				BALANCE 43,263,724.04		
720	720	IT FUND	720-10-000-00-0000-00000-73725-	COMPUTER SFTW/SVCS-CI	9,541.01	2,820,452.69
720	720	IT FUND	720-10-000-00-0000-00000-73727-	COMPUTER SFTW/SVCS-UT	911.04	2,820,452.69
720	720	IT FUND	720-10-000-00-0000-00000-73731-	GIS SOFTWARE - CITY	2,525.00	2,820,452.69
720	720	IT FUND	720-10-000-00-0000-00000-74355-	COMPUTER EQUIPMENT-CI	1,884.22	2,820,452.69
720	720	IT FUND	720-10-000-00-0000-00000-74357-	COMPUTER EQUIPMENT-UT	7,287.82	2,820,452.69
				FUND TOTAL	22,149.09	
CASH ACCOUNT 999 11010				BALANCE 43,263,724.04		
WARRANT SUMMARY TOTAL					258,473.65	
GRAND TOTAL					258,473.65	

Distribution Register by Check

From CK# 513846-513985 and ACH# 6053303-6503316

From Ck Date: 2/9/23-2/19/23

Check#	Vendor	Vendor Name	Invoice #	Invoice Description	ORG	OBJECT	Payment Amt
513846	589	MALOUF JR AND ASSOCIATES	IN-36655	SAFETY SOLVENT	56000405	93110	\$1,765.27
				Total Vendor:			\$1,765.27
513847	868	ALTEC INDUSTRIES INC.	8395769	AT48MW ARTICULATING TELESCOPIC AERIAL DEVICE	52000425	90007	\$258,819.07
				Total Vendor:			\$258,819.07
513848	888	BNSF RAILWAY COMPANY	020924 BNSF	RAILROAD CROSSING PERMIT	52000100	54040	\$4,312.00
				Total Vendor:			\$4,312.00
513849	1411	HU - ONE TIME PAY	020924 NDOT	2024 PM CONFERENCE - PROJ MANAGER CONF REG	56100405	92200	\$360.00
				Total Vendor:			\$360.00
513850	715	ADAMS COUNTY REGISTER OF DEEDS	020124 ADAMS CO	LEINS & EASEMENTS	56100405	92300	\$118.00
					56100405	93000	\$10.00
				Total Vendor:			\$128.00
513851	716	AIRGAS USA, LLC	5505102851	JAN CYLINDER RENTAL	52062402	51280	\$54.56
			5505102853	JAN CYLINDER RENTAL	52062402	51200	\$9.25
					52062402	51280	\$199.68
					80700402	51280	\$74.88
				Total Vendor:			\$338.37
513852	868	ALTEC INDUSTRIES INC.	51345598	TRUCK REPAIR	52000405	93927	\$7,019.16
				Total Vendor:			\$7,019.16
513853	402	AMAZON CAPITAL SERVICES	1GG4-CWHH-GM4P	PLASTIC PUSH PINS, HIGHLIGHTERS	56200405	95622	\$85.77
			1JPY-1KHF-6666	FRIDGE LIGHT BULB	54068401	57024	\$29.78
			1MM6-RRQ6-6666	MISC 999 - OUTDOOR STORAGE BATTERY WATERPROOF	80700402	50600	\$131.75
			1QL4-CXWY-6666	BATTERY BACKUP AND SURGE PROTECTOR	54068401	57024	\$537.93
			1XPM-FH9C-6666	MISC 999 - DESKTOP FILE	80700402	50600	\$15.29
			1Y7Q-QN93-6666	MISC 999 - OFFICE CHAIR	80700402	50600	\$20.51
				Total Vendor:			\$821.03
513854	879	APPLIED INDUSTRIAL TECH.	7028876739	GARLOCK	52061402	51304	\$398.29
			7028940199	BALDOR MOTOR	52062402	51200	\$884.19
				Total Vendor:			\$1,282.48
513855	705	ARAMARK UNIFORM SERVICES, INC.	6280302083	RUGS & LAUNDRY SERVICE - WAREHOUSE	56000405	90400	\$37.69
			6280313526	RUGS & LAUNDRY SERVICE - PCF	54068401	57010	\$25.14
			6280314072	RUGS & LAUNDRY SERVICE - NDS	56000405	92280	\$192.23
			6280314073	RUGS & LAUNDRY SERVICE - WAREHOUSE	56000405	90400	\$37.69
			6280314076	RUGS & LAUNDRY SERVICE - WAREHOUSE	56000405	92275	\$19.35
					56000405	92281	\$30.87
			6280314567	RUGS & LAUNDRY SERVICE - WEC	52062401	50600	\$171.48
			6280316520	RUGS & LAUNDRY SERVICE - PCF	54068401	57010	\$25.14
			6280316994	RUGS & LAUNDRY SERVICE - NDS	56000405	92280	\$202.24
			6280316995	RUGS & LAUNDRY SERVICE - WAREHOUSE	56000405	90400	\$40.54
			6280316999	RUGS & LAUNDRY SERVICE - WAREHOUSE	56000405	92275	\$20.02
					56000405	92281	\$33.33
			6280317542	RUGS & LAUNDRY SERVICE - WEC	52062401	50600	\$179.55
				Total Vendor:			\$1,015.27
513856	882	ASHLEY, ELBERT	021224 ASHLEY	PER DIEM - NDS FACTORY ACCEPTANCE TEST	52061405	92200	\$434.50
				Total Vendor:			\$434.50
513857	707	AUTO VALUE-HASTINGS	70NV112715	DELVAC EXTREME GRS	56000405	92275	\$264.08
			70NV112928	PRY BAR WITH STRIKE CAP	56000405	92275	\$14.96
			70NV113200	TUNE UP, FUEL TREATMENT	56000405	92275	\$407.93
			70NV113255	10W30 CONV	56000405	92275	\$39.68
			70NV113307	PM DEX VI	56000405	92275	\$64.07
			70NV113321	REMAN STARTER MOTOR, CORE	54000405	92275	\$112.94
				Total Vendor:			\$903.66

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513858	891 BABCOCK & WILCOX CO.	622534	6" SINGLE, HEX NUT, STUD	52000100	54040	\$2,022.45
			Total Vendor:			\$2,022.45
513859	896 BARCO MUNICIPAL PRODUCTS INC.	IN-248213	MISC 999 - LG CONE RING, SM CONE RING	80700402	50600	\$119.25
			Total Vendor:			\$119.25
513860	899 BEARING DISTRIBUTORS	9503522989	CONTROL VALVE	52062402	51200	\$1,182.62
			Total Vendor:			\$1,182.62
513861	1108 BORDER STATES	927671055	FEEDER 249 MATERIALS	52000100	54040	\$330,100.06
		927691699	FEEDER 249 MATERIALS	52000100	54040	\$58,413.44
		927783296	MATERIALS FOR WEC UGD	52000100	54040	\$874.36
		927783298	GALV ELBOW	52000156	15610	\$2,547.45
		927783302	HEATER	80700402	51100	\$1,011.22
		927790122	PULL EYE	52064401	56710	\$1,084.25
		927797042	FEEDER 249 MATERIALS	52000100	54040	\$69,093.22
		927822497	MATERIALS FOR WEC UGD	52000100	54040	\$531.91
		927822498	FUSE LINK	52000156	15610	\$930.74
		927827959	CPU KIT	52065402	59300	\$2,753.83
		927836723	NG218YB/9	52000405	92700	\$293.77
			Total Vendor:			\$467,634.25
513862	912 BROOKS, BRENT	020124	CONF. MEAL REIMBURSEMENT	56100405	92200	\$10.42
			Total Vendor:			\$10.42
513863	615 BUSINESS WORLD PRODUCTS	676331	SAFETY AWARD	52062401	92700	\$26.76
		676333	SAFETY AWARD	54000405	92700	\$26.76
		676334	SAFETY AWARD	52062401	92700	\$26.76
		676335	SAFETY AWARD	52062401	92700	\$26.76
		676336	SAFETY AWARD	56000405	92700	\$26.76
		676337	SAFETY AWARD	53000405	92700	\$26.76
		676338	SAFETY AWARD	51000405	92700	\$26.76
		676339	SAFETY AWARD	52062401	92700	\$26.76
		676340	SAFETY AWARD	56000405	92700	\$26.76
		676341	SAFETY AWARD	51000405	92700	\$26.76
		676343	SAFETY AWARD	52062401	92700	\$26.76
		676344	SAFETY AWARD	52062401	92700	\$26.76
		676345	SAFETY AWARD	56000405	92700	\$26.76
		676346	SAFETY AWARD	52062401	92700	\$26.76
		676347	SAFETY AWARD	52062401	92700	\$26.76
		676348	SAFETY AWARD	56000405	92700	\$26.76
		676349	SAFETY AWARD	52062401	92700	\$26.76
		676350	SAFETY AWARD	54000405	92700	\$26.76
		676351	SAFETY AWARD	56000405	92700	\$26.76
		676352	SAFETY AWARD	56000405	92700	\$26.76
		676353	SAFETY AWARD	53000405	92700	\$26.76
		676354	SAFETY AWARD	56000405	92700	\$26.76
		676355	SAFETY AWARD	52062401	92700	\$26.76
		676356	SAFETY AWARD	56000405	92700	\$26.76
		676357	SAFETY AWARD	53000405	92700	\$26.76
		676358	SAFETY AWARD	52062401	92700	\$26.76
		676359	SAFETY AWARD	51000405	92700	\$26.76
		676360	SAFETY AWARD	52062401	92700	\$26.76
		676361	SAFETY AWARD	52062401	92700	\$26.76
		676362	SAFETY AWARD	52062401	92700	\$26.76
			Total Vendor:			\$802.80
513864	615 BUSINESS WORLD PRODUCTS	676254	SAFETY AWARD	53000405	92700	\$26.76
		676255	SAFETY AWARD	56000405	92700	\$26.76
		676256	SAFETY AWARD	52062401	92700	\$26.76
		676304	SAFETY AWARD	52062401	92700	\$26.76

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		676305	SAFETY AWARD	52062401	92700	\$26.76
		676306	SAFETY AWARD	52062401	92700	\$26.76
		676307	SAFETY AWARD	56000405	92700	\$26.76
		676308	SAFETY AWARD	56000405	92700	\$26.76
		676309	SAFETY AWARD	51000405	92700	\$26.76
		676310	SAFETY AWARD	51000405	92700	\$26.76
		676311	SAFETY AWARD	51000405	92700	\$26.76
		676312	SAFETY AWARD	51000405	92700	\$26.76
		676313	SAFETY AWARD	52000405	92700	\$26.76
		676314	SAFETY AWARD	51000405	92700	\$26.76
		676315	SAFETY AWARD	51000405	92700	\$26.76
		676316	SAFETY AWARD	53000405	92700	\$26.76
		676317	SAFETY AWARD	56000405	92700	\$26.76
		676318	SAFETY AWARD	52062401	92700	\$26.76
		676319	SAFETY AWARD	52062401	92700	\$26.76
		676320	SAFETY AWARD	52062401	92700	\$26.76
		676321	SAFETY AWARD	52062401	92700	\$26.76
		676322	SAFETY AWARD	52062401	92700	\$26.76
		676323	SAFETY AWARD	52062401	92700	\$26.76
		676324	SAFETY AWARD	54000405	92700	\$26.76
		676325	SAFETY AWARD	52062401	92700	\$26.76
		676326	SAFETY AWARD	52062401	92700	\$26.76
		676327	SAFETY AWARD	53000405	92700	\$26.76
		676328	SAFETY AWARD	52062401	92700	\$26.76
		676329	SAFETY AWARD	53000405	92700	\$26.76
		676330	SAFETY AWARD	53000405	92700	\$26.76
			Total Vendor:			\$802.80
513865	615 BUSINESS WORLD PRODUCTS	676243	SAFETY AWARD	54000405	92700	\$26.76
		676245	SAFETY AWARD	52062401	92700	\$26.76
		676246	SAFETY AWARD	54000405	92700	\$26.76
		676248	SAFETY AWARD	52062401	92700	\$26.76
		676249	SAFETY AWARD	52062401	92700	\$26.76
		676250	SAFETY AWARD	54000405	92700	\$26.76
		676251	SAFETY AWARD	52062401	92700	\$26.76
		676252	SAFETY AWARD	52062401	92700	\$26.76
		676253	SAFETY AWARD	52062401	92700	\$26.76
		676342	SAFETY AWARD	56200405	95627	\$26.76
			Total Vendor:			\$267.60
513866	631 CENTRAL COMMUNITY COLLEGE	00198227	CLASSES	54000405	92200	\$6,650.00
				80700402	92200	\$6,650.00
			Total Vendor:			\$13,300.00
513867	605 CENTRAL NE BOBCAT	HM1256	1' BUCKET FOR MINI X	51000404	58000	\$1,105.52
			Total Vendor:			\$1,105.52
513868	932 CHEMTREAT, INC	CIN010623070	CHEMICAL FOR CIRC. WATER	52062401	50500	\$26,187.21
			Total Vendor:			\$26,187.21
513869	2246 CINCINNATI VALVE CO	120146466	GATE VALVE	52062402	51300	\$874.38
			Total Vendor:			\$874.38
513870	934 CINTAS CORPORATION	4182001175	MISC 999 - UNIFORM SERVICE	80700402	92700	\$275.75
		4182001650	UNIFORM SERVICE	52000405	92700	\$342.18
				54000405	92700	\$74.10
				56000405	92700	\$7.39
		4182718542	MISC 999 - UNIFORM SERVICE	80700402	92700	\$275.74
		4182719096	UNIFORM SERVICE	52000405	92700	\$342.18
				54000405	92700	\$74.10
				56000405	92700	\$7.39

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		Total Vendor:				\$1,398.83
513871	581 CITY OF HASTINGS	013124 01	HR EXPENSE	51000405	92030	\$4.38
				51000405	92030	\$156.48
				52000405	92030	\$19.26
				52000405	92030	\$688.50
				53000405	92030	\$5.39
				53000405	92030	\$192.59
				54000405	92030	\$4.65
				54000405	92030	\$166.11
		013124 02	IT EXPENSE	51000405	91900	\$292.40
				51000405	91900	\$3,793.13
				52000405	91900	\$142.54
				52000405	91900	\$6,390.39
				52062401	91900	\$934.00
				52062401	91900	\$11,869.88
				53000405	91900	\$279.10
				53000405	91900	\$3,554.89
				54000405	91900	\$225.94
				54000405	91900	\$3,554.89
				56000405	91870	\$79.74
				56000405	91870	\$1,424.76
				56000405	91900	\$903.77
				56000405	91900	\$11,384.06
				56100405	91900	\$465.17
				56100405	91900	\$4,741.41
		045-452819	TYLER TECH - IMPLEMENTATION -	56000100	54040	\$1,040.00
		045-453673	TYLER TECHNOLOGIES -	56000100	54040	\$1,040.00
		10622	CITY ATTORNEY, CITY	56000405	92300	\$8,554.11
		220909	SCIENS CONSULTING - JAN	56000100	54040	\$4,436.25
		2301PPE 011924	FINANCE WAGES & BENEFITS	51000405	92800	\$5,613.15
				52000405	92800	\$24,697.86
				53000405	92800	\$6,908.49
				54000405	92800	\$5,958.57
		2301PPE 011924	HUMAN RESOURCES WAGES &	51000405	92030	\$1,926.20
			BENEFITS	52000405	92030	\$8,475.28
				53000405	92030	\$2,370.71
				54000405	92030	\$2,044.73
		2301PPE 011924	PUBLIC INFORMATION WAGES &	56000405	92000	\$1,899.36
			BENEFITS	56000405	92600	\$232.82
		2301PPE 011924	IT WAGES & BENEFITS	51000405	91900	\$3,489.53
				52000405	91900	\$5,902.05
				52062401	91900	\$10,942.49
				53000405	91900	\$3,274.13
				54000405	91900	\$3,274.13
				56000405	91870	\$1,292.43
				56000405	91900	\$10,511.68
				56100405	91900	\$4,394.23
		2301PPE 011924	PPGA WAGES	80800405	91820	\$11,852.36
		Total Vendor:				\$181,403.99
513872	581 CITY OF HASTINGS	452924	ELECTRIC INSULATORS	56000405	90400	\$56.76
		Total Vendor:				\$56.76
513873	645 CONSOLIDATED CONCRETE CO.	293706	CONCRETE	52065402	59400	\$550.31
		293767	CONCRETE	52065402	59400	\$550.31
		293872	CRUSHED CONCRETE	54068401	57030	\$735.84
		Total Vendor:				\$1,836.46
513874	2247 ROBERT COOK	012924 COOK	MISC 999 - WORK BOOT	80700402	92700	\$83.31

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			Total Vendor:				\$83.31
513875	630 COOPERATIVE PRODUCERS	T79018	TIRE REPAIR	56000405	92275		\$449.00
			Total Vendor:				\$449.00
513876	949 CREDIT MANAGEMENT	013124 CREDIT	COLLECTION AGENCY FEES	56000405	90300		\$113.11
				56000405	91650		\$26.75
			Total Vendor:				\$139.86
513877	1547 DAKOTA FLUID POWER, INC	7164058	HYDRAULIC HOSE, MALE PIPE,	53000405	92275		\$670.60
			Total Vendor:				\$670.60
513878	964 DELKEN PRESS	021224 DELKEN	BUSINESS CARDS	52000405	92100		\$80.25
			Total Vendor:				\$80.25
513879	966 DEWINE MECHANICAL INC	2024027	INSULATION ON #4 & #5.	52061402	51206		\$14,844.33
			Total Vendor:				\$14,844.33
513880	2131 TOM DIXSON	011024 DIXSON	MILEAGE - PSAN WINTER CONF	56100405	92200		\$56.28
			Total Vendor:				\$56.28
513881	648 DUTTON-LAINSON CO.	890953-1	PRESS CPLG, 45 WLL. SPLIT RING	56000405	92280		\$622.32
		891546-1	SHAREKBITE CAP, TEE, PEX BLUE	53000100	54040		\$183.51
		891547-1	CONN NLA	53000100	54040		\$19.13
		891683-1	STEEL CONDUIT	56000405	92280		\$365.77
		S34196-1	TRANS CONN	52000156	15610		\$3,730.27
		S35049-4	DOMESTIC METER COUPLING	53000100	54040		\$727.06
		S35311-1	A201 COIL	52062402	51100		\$380.00
			Total Vendor:				\$6,028.06
513882	2090 DVORAK LAW GROUP LLC	81646	PROFESSIONAL SERVICES	52062401	92300		\$3,606.53
			Total Vendor:				\$3,606.53
513883	978 EAKES OFFICE EQUIPMENT	8882018-0	FILE, PAPER	56000405	90300		\$168.32
		8882018-1	FILE	56000405	90300		\$22.46
			Total Vendor:				\$190.78
513884	1497 EAST HILL INSTRUMENTS INC	29583	MISC 999 - RECERTIFY AND CALIBRATE WINCHESTER MODE	80700402	51200		\$727.05
			Total Vendor:				\$727.05
513885	1399 EUROFINS ENVIRONMENT TESTING NORTH CENTRAL, LLC	3100134797	WATER TESTING	54068401	56002		\$124.00
		3100134867	WATER TESTING	52062401	50600		\$205.00
			Total Vendor:				\$329.00
513886	676 FAMILY MEDICAL CENTER OF HASTINGS PC	CE100151FMCH	MISC 999 - MEDICAL EXPENSE	80700402	92700		\$240.00
		CE100152FMCH	MISC 999 - MEDICAL EXPENSE	80700402	92700		\$240.00
		CE200001FMCH	MISC 999 - MEDICAL EXPENSE	80700402	92700		\$240.00
		CE200003FMCH	MISC 999 - MEDICAL EXPENSE	80700402	92700		\$240.00
		CE200004FMCH	MISC 999 - MEDICAL EXPENSE	80700402	92700		\$240.00
			Total Vendor:				\$1,200.00
513887	678 FASTENAL COMPANY	NEHAS185327	HCS 316 S/S, 316 S/S, S/S FHN	52064402	57011		\$247.63
			Total Vendor:				\$247.63
513888	1500 JOHN FIELDER	021224	PER DIEM - NDS FACTORY	52061405	92200		\$434.50
			Total Vendor:				\$434.50
513889	2251 HUNTER FISCHER	020524	WORKBOOT REIMBURSEMENT	52000405	92700		\$96.75
			Total Vendor:				\$96.75
513890	174 FLEET PRIDE, INC.	112703756	K23-434 HDV, K23-435 HDV, QUART	52000405	93927		\$912.33
			Total Vendor:				\$912.33
513891	646 FLOOD COMMUNICATIONS TRI CITIES	60912-1	RADIOGRAM CONTRACT	56000405	90600		\$4,320.00
			Total Vendor:				\$4,320.00
513892	1008 G D S ASSOCIATES, INC	0225990	NERC TRANSMISSION PLANNER	52000405	92300		\$802.50
			Total Vendor:				\$802.50
513893	1014 GAS PRODUCTS SALES, INC.	23103-171	100 DLS INVENSYS/RKWL R-275 11	51000425	90012		\$16,916.85
			TOOTH RESIDENTIAL				
			Total Vendor:				\$16,916.85
513894	603 GRACE'S LOCKSMITH SERVICE	67801	WAREHOUSE GATE	56000405	90400		\$76.38

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			Total Vendor:			\$76.38
513895	681 GRAINGER	9008294135	WHEEL-CUTTER	54068401	58000	\$23.98
		9011101756	LOCKOUT DEVICE, BREAKER	52000100	54040	\$243.06
		9012868312	LOCKOUT TAG/LOCK	52062401	50200	\$45.03
		9013555686	KEY STOCK, PLAIN PK5	54069404	57001	\$133.53
			Total Vendor:			\$445.60
513896	1034 GROEBNER	627301-01	INSERT	51000404	58000	\$118.73
		627538-00	INSERT	51000404	58000	\$118.78
			Total Vendor:			\$237.51
513897	1042 H D R ENGINEERING INC.	1200592161	PCF AERATION BASIN	54000100	54040	\$513.56
		1200592163	GROUNDWATER MODELING	53000405	92300	\$4,732.45
			Total Vendor:			\$5,246.01
513898	1044 HACH COMPANY	13900370	ELECTROLYTE SOLUTION	52062401	50200	\$216.00
		13902216	BRNCH SVC	54068401	57024	\$1,441.00
			Total Vendor:			\$1,657.00
513899	635 HASTINGS AREA CHAMBER OF COMM.	718092	RETAIL DEVELOPMENT FUNDS	56000405	92300	\$30,000.00
			Total Vendor:			\$30,000.00
513900	585 HASTINGS PHYSICAL THERAPY	354260 HU	NEW EMPLOYEE DRUG & PHYSICAL	56100405	93000	\$77.00
			Total Vendor:			\$77.00
513901	652 HASTINGS TRIBUNE	300145689	ADVERTISEMENT FOR BIDS	52062402	51200	\$68.73
		300145722	ADVERTISEMENT FOR BIDS	53000100	54040	\$84.01
		300145809	MISC 999 - EMPLOYMENT AD	80700406	93020	\$183.75
		300145864	EMPLOYMENT AD	51000405	93000	\$199.50
		301145807	ADVERTISEMENT FOR BIDS	52062402	51200	\$85.53
			Total Vendor:			\$621.52
513902	2252 ROSS HEEREN	011224 HEEREN	WORKBOOT REIMBURSEMENT	56200405	95627	\$73.33
			Total Vendor:			\$73.33
513903	1050 HEGEMANN, DONNIE	021224 HEGEMANN	PER DIEM - NDS FACTORY ACCEPTANCE TEST	52061405	92200	\$434.50
			Total Vendor:			\$434.50
513904	512 HSI WORKPLACE COMPLIANCE	INV99458	ONLINE SAFETY TRAINING	56000405	92700	\$23,467.10
			Total Vendor:			\$23,467.10
513905	1411 HU - ONE TIME PAY	021524 HANCOCK	SOIL SAMPLING REIMBURSEMENT	53000404	58995	\$630.00
			Total Vendor:			\$630.00
513906	1411 HU - ONE TIME PAY	020724 CARD	CUST INCENT - HEAT PUMP	52000405	58995	\$300.00
			Total Vendor:			\$300.00
513907	1411 HU - ONE TIME PAY	06211345-02	CUSTOMER REFUND	56000184	18410	\$96.94
			Total Vendor:			\$96.94
513908	1411 HU - ONE TIME PAY	20780846-04	CUSTOMER REFUND	56000184	18410	\$200.00
			Total Vendor:			\$200.00
513909	1411 HU - ONE TIME PAY	021324 MANKIN	SOIL SAMPLING REIMBURSEMENT	53000404	58995	\$17.92
			Total Vendor:			\$17.92
513910	1411 HU - ONE TIME PAY	021324 GCM	SOIL SAMPLING REIMBURSEMENT	53000404	58995	\$340.00
			Total Vendor:			\$340.00
513911	1411 HU - ONE TIME PAY	03120365-43	CUSTOMER REFUND	56000184	18410	\$57.37
			Total Vendor:			\$57.37
513912	1411 HU - ONE TIME PAY	10400150-19	CUSTOMER REFUND	56000184	18410	\$200.00
			Total Vendor:			\$200.00
513913	1411 HU - ONE TIME PAY	020724 MARTINEZ	CUST INCENT - RAIN SENSOR	53000404	58995	\$75.00
			Total Vendor:			\$75.00
513914	1411 HU - ONE TIME PAY	13492710-25	CUSTOMER REFUND	56000184	18410	\$18.61
			Total Vendor:			\$18.61
513915	1411 HU - ONE TIME PAY	021324 UTECHT	SOIL SAMPLING REIMBURSEMENT	53000404	58995	\$280.00
			Total Vendor:			\$280.00
513916	1411 HU - ONE TIME PAY	020724 STOCKER	CUST INCENT - HEAT PUMP	52000405	58995	\$800.00
			Total Vendor:			\$800.00

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513917	1411 HU - ONE TIME PAY	09361606-06	CUSTOMER REFUND	56000184	18410	\$204.83
			Total Vendor:			\$204.83
513918	1411 HU - ONE TIME PAY	22822330-02	CUSTOMER REFUND	56000184	18410	\$822.09
			Total Vendor:			\$822.09
513919	1411 HU - ONE TIME PAY	05180040-09	CUSTOMER REFUND	56000184	18410	\$225.16
			Total Vendor:			\$225.16
513920	1411 HU - ONE TIME PAY	08311980-26	CUSTOMER REFUND	56000184	18410	\$373.49
			Total Vendor:			\$373.49
513921	1411 HU - ONE TIME PAY	14550768-31	CUSTOMER REFUND	56000184	18410	\$210.86
			Total Vendor:			\$210.86
513922	1062 HUFFMAN ENGINEERING	1012085	INFLUENT CONTROLS UPGRADES	54000425	90002	\$25,000.00
			Total Vendor:			\$25,000.00
513923	1066 HUTCHESON ENGINEERING	84060	MYERS PUMP, DUPLEX CONTROL	54069404	57001	\$5,674.12
			Total Vendor:			\$5,674.12
513924	2035 INFOSEND INC	255232	DATA PROCESSING, PRINT & MAIL	56000405	90300	\$1,297.28
				56000405	90600	\$497.44
				56000405	91655	\$4,476.56
		255994	DATA PROCESSING, PRINT & MAIL	56000405	90300	\$890.63
				56000405	90600	\$369.07
				56000405	91655	\$2,997.68
			Total Vendor:			\$10,528.66
513925	1074 INGERSOLL-RAND INDUSTRIAL US	26815527	SEPARATOR TANK ELEMENT	51000404	56201	\$4,701.98
			Total Vendor:			\$4,701.98
513926	1510 MARK KAUK	021224 KAUK	PER DIEM - NDS FACTORY	52061405	92200	\$434.50
			Total Vendor:			\$434.50
513927	684 KELLY SUPPLY COMPANY	S15115323-0	HEX BUSHING	56000405	92275	\$12.52
			Total Vendor:			\$12.52
513928	1783 TIM KOLBET	011024 KOLBET	MILEAGE - PSAN WINTER CONF	56100405	92200	\$109.88
			Total Vendor:			\$109.88
513929	1106 KOONS GAS MEASUREMENT	PS-INV103570	NEW 1.5 ROOTS METERS AND	51000425	90012	\$50,041.58
		PS-INV103787	GASKET	51000404	57750	\$647.83
			Total Vendor:			\$50,689.41
513930	2253 KRAMER'S WRECKER SERVICE INC	26781-1	TOWING SERVICE	54000405	92275	\$741.30
			Total Vendor:			\$741.30
513931	1512 KRIHA FLUID POWER CO INC	00559099	GLAD CARTRIDGE KIT, PISTON	52062402	51240	\$321.60
			Total Vendor:			\$321.60
513932	658 KULLY PIPE & STEEL CORP.	804845	3/4 PVC TEE	54068401	57010	\$51.62
		804927	LEAK DET. GAL LOW-TEMP	56000405	93110	\$1,250.67
		805503	ANGLE, PIPE, FLAT, BAR GRATE	52000100	54040	\$2,915.82
			Total Vendor:			\$4,218.11
513933	670 L C L TRUCK EQUIPMENT, INC.	INV1008108	JACK SQ SIDEWIND	52000405	93927	\$82.66
			Total Vendor:			\$82.66
513934	669 LANDMARK IMPLEMENT, INC	11650573	SNOW BLOWER REPAIR AND AC	54068401	57028	\$4,083.47
			Total Vendor:			\$4,083.47
513935	566 MACQUEEN EQUIPMENT, INC	P12459	GUARDIAN MAGNUM	54067404	56005	\$4,229.21
		W03807	TROUBLESHOOT CONTROLBOARD	54067404	56005	\$1,042.50
			Total Vendor:			\$5,271.71
513936	15 MATHESON TRIGAS- LINWELD	0029116887	NITROGEN	52061401	50206	\$52.07
		0029117923	MISC 999 - HYDROGEN GASEOUS	80700402	50500	\$2,081.37
		0029119659	MISC 999 - TELEMETRY SYSTEM	80700402	50500	\$148.38
		0029218498	NITROGEN	52062402	51280	\$412.36
		52296098	JAN CYLINDER RENTAL	51000404	56070	\$13.93
				51000404	56201	\$6.97
				51000404	56202	\$13.93

Distribution Register by Check

				51000404	57000	\$13.93
				51000404	58000	\$64.94
				52061401	50206	\$58.26
				52062401	50500	\$21.19
				52061401	50506	\$121.82
				52062402	51280	\$86.06
				52061402	51406	\$5.30
				52000100	54040	\$5.29
				52064401	56710	\$5.30
				53000404	58000	\$2.65
				54068401	58000	\$15.89
				80700402	50200	\$6.97
				80700402	50500	\$5.30
				80700402	50600	\$84.85
				80700402	51200	\$20.90
				80700402	51300	\$23.84
			Total Vendor:			\$3,271.50
513937	679 MATT FRIEND TRUCK EQUIPMENT	0093505-IN	FRONT BENCH SEAT COVER	53000405	92275	\$342.40
		0093506-IN	GRIP STRUT STEPS	53000405	92275	\$545.70
		0093510-IN	REAR SEAT COVER	53000405	92275	\$321.78
		0093612-IN	HEADACHE RACK	53000405	92275	\$595.98
		0093862-IN	BOSHYD1704QT	54000405	92275	\$434.40
			Total Vendor:			\$2,240.26
513938	601 MENARDS	63495	HEAVY DUTY PLUG, TGGL CVR, 60000 LBS	54068401	57020	\$208.80
		63498	HEAVY DUTY PLUG, HEAVY DUTY 60000 LBS	54068401	57020	\$14.52
			Total Vendor:			\$223.32
513939	1140 METERING & TECH SOLUTIONS	INV4305	LEAD BARE METER, FOOT DIAL	53000425	90012	\$33,562.26
			Total Vendor:			\$33,562.26
513940	1867 RICK MEYER	021524 MEYER	PER DIEM - DESIGNING FOR PROTECTION SAFETY	56100405	92200	\$42.00
			Total Vendor:			\$42.00
513941	591 MICROFILM IMAGING SYSTEMS, INC	94142	SCANNER RENTAL	56100405	92100	\$48.15
			Total Vendor:			\$48.15
513942	1144 MID-AMERICA VULCANIZING, INC.	025874	MISC 999 - FOURTHANE RED KIT	80900402	51260	\$223.47
			Total Vendor:			\$223.47
513943	642 MID-NEBRASKA LUBRICANTS	139473	CENEX INDOL ISO	53000401	57002	\$407.44
			Total Vendor:			\$407.44
513944	2033 MODULAR CONNECTIONS LLC	7288	7TH STREET SUB FIREWALL	52000100	54040	\$10,614.40
			Total Vendor:			\$10,614.40
513945	1558 MURPHY TRACTOR & EQUIPMENT CO	2181598	HYDRAULIC	53000405	92275	\$105.55
			Total Vendor:			\$105.55
513946	688 NAPA AUTO PARTS	244911	LUBE SPIN-ON	56100405	92275	\$6.08
		245778	LUBE SPIN-ON	56000405	92275	\$7.75
		245887	SPIN-ON FLUID FILTER	56000405	92275	\$7.66
		246042	LUCAS FUEL TREAT	53000405	92275	\$53.92
		246138	SPIN-ON FLUID FILTER	56000405	92275	\$20.01
		246164	PISTOLGRIP GUN	56200405	95629	\$71.22
		246427	AIR ELEM, PANEL AIR ELEM, LUBE SPIN-ON FUEL FILT	51000405	92275	\$35.74
				52000405	93927	\$114.11
				52062401	93927	\$5.00
				56000405	92275	\$85.38
				56100405	92275	\$19.44
		246477	BATTERY, CORE DEPOSIT	51000405	92275	\$178.57
		246523	FUEL SPIN-ON, RADIAL SEAL AIR FUEL LUBE SPIN-ON	51000405	92275	\$19.31

Distribution Register by Check

				52000405	93927	\$92.24
				56000405	92275	\$7.76
		246628	PANEL FILTER	52000405	93927	\$14.04
		246630	FUEL ELEMENT	52000405	93927	\$28.63
		246645	LUBE SPIN-ON, PANEL AIR ELM,	51000405	92275	\$4.94
			PANEL SEAL AIR ELM	52000405	93927	\$177.08
		246761	EMER SRV ROTOR, BRACKETED	51000405	92275	\$570.74
		247052	CLIPPER DISC BRAKE MUD FLAPS	54000405	92275	\$27.34
		247096	BRACKETED CALIPER, CORE	51000405	92275	\$155.65
		247368	HYDRAULIC SPIN-ON	53000405	92275	\$67.21
		247383	HYDRAULIC SPIN-ON	53000405	92275	\$44.48
		247685	LUBE SPIN-ON, FUEL SPIN-ON,	54068401	57022	\$280.28
			INNER AIR ELEMENT			
			Total Vendor:			\$2,094.58
513947	656 NEBRASKA MACHINERY CO.	CUI1313438	MISC 999 - EDGE-CUT, END EDGE,	80900402	51460	\$1,643.96
			WIRE COLD			
			Total Vendor:			\$1,643.96
513948	689 NUTRIEN AG SOLUTIONS INC	53245472	PROPANE	56000405	90400	\$41.67
			Total Vendor:			\$41.67
513949	1205 OMAHA VALVE & FITTING CO.	130964	CENTER BACK UNFILLED	51000404	56201	\$99.10
			Total Vendor:			\$99.10
513950	1208 ONE CALL CONCEPTS INC	4010434	LOCATING SERVICES	56100405	91810	\$125.16
			Total Vendor:			\$125.16
513951	1209 ONKEN FARMS TRUCKING	1700	POND ASH TRUCKING	52062401	50150	\$1,455.24
		1701	POND ASH LOADING	52062401	50150	\$986.64
			Total Vendor:			\$2,441.88
513952	569 PAVELKA TRUCK & TRAILER REPAIR	001-1003343	BELT	52000405	93927	\$238.92
			Total Vendor:			\$238.92
513953	1223 PFEIFER, DEREK	021224	PER DIEM - NDS FACTORY	52061405	92200	\$434.50
		021224	ACCEPTANCE TEST			
			Total Vendor:			\$434.50
513954	638 PROTEX CENTRAL, INC.	149157	FIRE ALARM INSPECTION	54068401	57010	\$137.50
		149288	FIRE ALARM INSPECTION	52062402	51400	\$699.00
			Total Vendor:			\$836.50
513955	1852 PTRS OF HASTINGS	013124 PTRS	ON-SITE PT	52062401	92600	\$475.00
				56000405	92600	\$380.00
			Total Vendor:			\$855.00
513956	1237 PUBLIC POWER GENERATION AGENCY	0798	FUEL, O&M, DEBT SERVICES	52000232	23220	\$331,554.58
				52000232	23220	\$619,771.48
			Total Vendor:			\$951,326.06
513957	1244 RADWELL INTERNATIONAL, LLC	34238499	INPUT MODULE	52061402	51304	\$376.18
		34240836	SHIPPING AND HANDLING	52061402	51304	\$15.00
			Total Vendor:			\$391.18
513958	1248 RASMUSSEN MECHANICAL SERVICES	INV033866	AUBURN IGNITOR	54068401	57026	\$187.53
			Total Vendor:			\$187.53
513959	2248 STEVE RIEHLE	020124 RIEHLE	CONFERENCE MEAL REIMB	56100405	92200	\$12.35
			Total Vendor:			\$12.35
513960	1272 SADD, HELEN	021024 SADD	MISC 999 - WORKBOOT	80700402	92700	\$56.43
			REIMBURSEMENT			
			Total Vendor:			\$56.43
513961	1279 SCALES SALES & SERVICE INC.	39319	MISC 999 - SERVICE SCALE	80700402	51100	\$851.53
			Total Vendor:			\$851.53
513962	1281 SCHIMBERG CO.	2361394-00	MISC 999 - FLEX GASKET	80700402	51200	\$203.28
			Total Vendor:			\$203.28
513963	1286 SERVI-TECH, INC.	H-989292	WATER TESTING	52062401	50600	\$539.60
		H-989293	WATER TESTING	54068401	56002	\$130.15
		H-989296	WATER TESTING	54068401	58001	\$178.60

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		H-989322	WATER TESTING	53000404	59100	\$69.00
		H-989329	WATER TESTING	54068401	58001	\$178.60
		H-989330	WATER TESTING	53000403	59100	\$12.60
		H-989332	WATER TESTING	54068401	58001	\$178.60
		H-989358	WATER TESTING	54068401	58001	\$178.60
		H-989388	WATER TESTING	54068401	58001	\$178.60
		Total Vendor:				\$1,644.35
513964	1291 SICK, INC	6000717231	WHEEL HOUSE	52062402	51280	\$2,234.63
		Total Vendor:				\$2,234.63
513965	2250 MATT SKALKA	020424 SKALKA	MISC 999 - WORKBOOT	80700402	92700	\$134.37
		Total Vendor:				\$134.37
513966	625 SOS PORTABLE TOILETS, INC.	52375	PORTABLE TOILET RENTAL	52061402	51304	\$288.90
		52503	PORTABLE TOILET RENTAL	52061402	51304	\$253.60
		52504	PORTABLE TOILET RENTAL	51000404	58000	\$232.20
		Total Vendor:				\$774.70
513967	1303 SPITZ FOUNDRY	5301	MANHOLE RINGS	56000156	15610	\$3,060.00
		Total Vendor:				\$3,060.00
513968	756 STAROSTKA GROUP UNLIMITED, INC	020724 STAROSTKA	CUST INCENT - HEAT PUMP	52000405	58995	\$800.00
		Total Vendor:				\$800.00
513969	1309 STERN OIL COMPANY INC	0433469-IN	MISC 999 - MOBILFLUID 424	80700402	50600	\$351.81
		Total Vendor:				\$351.81
513970	620 THOMSEN OIL CO	105543	UNLEADED	54000405	92275	\$62.20
		105548	UNLEADED	51000405	92275	\$60.23
		105590	UNLEADED	54000405	92275	\$88.65
		105622	UNLEADED	56000405	92275	\$60.50
		105652	DIESEL	53000405	92275	\$66.60
		105738	UNLEADED	52000405	93927	\$66.00
		105756	UNLEADED	51000405	92275	\$71.97
		105757	UNLEADED	52000405	93927	\$46.80
		105783	UNLEADED	56000405	92275	\$39.80
		309710	MISC 999 - DIESEL/DYED FUEL	80900402	50150	\$2,745.40
		309714	MISC 999 - DIESEL/DYED FUEL	80900402	50150	\$3,693.99
		309720	MISC 999 - DIESEL/DYED FUEL	80900402	50150	\$1,835.26
		309724	MISC 999 - DIESEL/DYED FUEL	80900402	50150	\$3,290.72
		313609	UNLEADED	56000405	91875	\$58.41
		313633	UNLEADED	56100405	92275	\$69.89
		313718	UNLEADED	54000405	92275	\$70.38
		313813	UNLEADED	53000405	92275	\$27.00
		314013	UNLEADED	54000405	92275	\$48.45
		314107	DIESEL	52000405	93927	\$86.36
		314122	UNLEADED	53000405	92275	\$84.93
		314160	UNLEADED	52000405	93927	\$63.79
		314168	UNLEADED	51000405	92275	\$62.80
		314185	UNLEADED	56100405	92275	\$33.07
		314218	UNLEADED	56100405	92275	\$66.30
		Total Vendor:				\$12,799.50
513971	614 TITAN MACHINERY-HASTINGS	PS0221076-1	FILTER ENGINE OIL, HYDRAULIC OIL, AIR FILT	54068401	57028	\$503.06
		Total Vendor:				\$503.06
513972	17 TK ELEVATOR CORPORATION	1000582059	ELEVATOR MAINT	52062402	51100	\$241.21
		1000582354	ELEVATOR MAINT	52061402	51106	\$282.22
		1000584145	ELEVATOR MAINT	54068401	57010	\$953.40
		Total Vendor:				\$1,476.83
513973	2241 TOP FLITE CORP	122470	SUPER EDGE AUGER	52062402	51200	\$133.57
		Total Vendor:				\$133.57

Distribution Register by Check

513974	2080 CARLOS TELLEZ	1071	CONCRETE WORK	53000404	57000	\$1,100.00
		1075	CONCRETE WORK	53000404	57500	\$1,040.00
		Total Vendor:				\$2,140.00
513975	1347 HD SUPPLY INC	INV00266072	LOW PRESSURE SLIP ON CHECK	53000401	57002	\$131.90
		INV00266124	LOW PRESSURE SLIP ON CHECK	53000401	57002	\$365.46
		INV00266176	LOW PRESSURE SLIP ON CHECK	53000401	57002	\$395.70
		INV00266316	LOW PRESSURE SLIP ON CHECK	53000401	57002	\$131.90
		Total Vendor:				\$1,024.96
513976	1360 VAN KIRK BROTHERS CONTRACTING	38779	WATER MAIN REPLACEMENT ON 4TH ST CEDAR TO 2ND	53000100	54040	\$32,891.99
			Total Vendor:			
513977	699 VERMEER HIGH PLAINS	W0113505	DIRECTIONAL DRILL REPAIR	51000405	92275	\$1,488.85
			Total Vendor:			
513978	1365 W P C I	S 162040 HU	EMPLOYEE DRUG TESTING	51000405	93000	\$66.00
				52000405	93000	\$66.00
				56000405	93000	\$32.00
				80700406	93020	\$97.00
			Total Vendor:			
513979	1755 WAL-MART VISION CENTER	020624 WAL-	PRESCRIPTION SAFETY GLASSES	53000405	92700	\$456.00
		020924 WAL-	PRESCRIPTION SAFETY GLASSES -	52000405	92700	\$468.00
		021424 WAL-	PRESCRIPTION SAFETY GLASSES -	56000405	92700	\$671.80
		111523 WAL-	PRESCRIPTION SAFETY GLASSES -	51000405	92700	\$552.96
		Total Vendor:				\$2,148.76
513980	2215 WALKER, DOUGLAS	021224 WALKER	PER DIEM - NDS FACTORY ACCEPTANCE TEST	52061405	92200	\$434.50
513981	1668 WEG TRANSFORMERS USA LLC	2336921	SUBSTATION TRANSFORMERS AT 3 LOCATIONS	52000100	54040	\$176,938.72
				52000100	54040	\$1,002,652.67
		2336933	SUBSTATION TRANSFORMERS AT 3 LOCATIONS	52000100	54040	\$1,380.00
				52000100	54040	\$7,820.00
		Total Vendor:				\$1,188,791.39
513982	1921 XPO LOGISTICS FREIGHT INC	164-190272	FREIGHT	52000405	92700	\$1,390.33
			Total Vendor:			
513983	697 ZIEMBA ROOFING CO.	021224 ZIEMBA	Contract Withholding: hu2023-28	520	21105	\$15,741.45
			Total Vendor:			
6053303	856 A K J CHEMICALS LLC	0002156-IN	COAL CHEMICAL RELEASE	52000232	23224	\$2,508.98
			Total Vendor:			
6053304	644 BURLINGTON NORTHERN/SANTA FE	264151867	COAL FREIGHT CHARGE	52000232	23224	\$177,590.20
			Total Vendor:			
6053305	919 C C C-HASTINGS RENEWABLE ENERG	85	POWER PURCHASED	52000232	23220	\$40,493.41
			Total Vendor:			
6053306	929 CENTRAL PLAINS ENERGY PROJECT	012414A697	GAS PURCHASES	51000232	23210	\$177,010.00
			Total Vendor:			
6053307	929 CENTRAL PLAINS ENERGY PROJECT	012418a885	GAS PURCHASES	51000232	23210	\$159,650.00
			Total Vendor:			
6053308	929 CENTRAL PLAINS ENERGY PROJECT	012422A982	GAS PURCHASES	51000232	23210	\$96,072.26
			Total Vendor:			
6053309	1053 HERITAGE BANK	021324 HERITAGE	STOP CHECK FEE	56000405	92100	\$20.00
			Total Vendor:			
6053310	723 NE DEPT OF REVENUE	021624 DEPT OF REVENUE	NEBR. SALES AND USE TAX - JAN 2023	510	21160	\$350.82
				520	21160	\$8,419.73
				530	21160	\$16,946.01
				540	21160	\$4,714.75
				560	21160	\$3,219.50
				56000242	24210	\$248,353.48

Distribution Register by Check

				561	21160	\$13.78
				562	21160	\$48.04
				807	21160	\$342.44
				809	21160	\$261.66
			Total Vendor:			<u>\$282,670.21</u>
6053311	1203 OMAHA PUBLIC POWER DISTRICT	CSB000861	TRANSMISSION AGREEMENT	52062401	92300	\$21,800.00
			Total Vendor:			<u>\$21,800.00</u>
6053312	1218 PEABODY ENERGY	5000072161	COAL	52000232	23224	\$176,842.36
		90984909	COAL	52000232	23224	\$1,601.30
		90984925	COAL	52000232	23224	(\$660.42)
			Total Vendor:			<u>\$177,783.24</u>
6053313	1302 SOUTHWEST POWER POOL	TRN-20240131-	TRANSMISSION AGREEMENT	52000232	23220	\$59,224.61
			Total Vendor:			<u>\$59,224.61</u>
6053314	1340 TRAILBLAZER PIPELINE COMPANY	TPC012024294008	GAS PIPELINE TRANSPORATION	51000232	23210	\$29,282.29
			Total Vendor:			<u>\$29,282.29</u>
6053315	1351 UNITED PARCEL SERVICE	00006838E9054	DELVIERY SERVICE	52062401	50600	\$341.38
				52062402	51200	\$59.97
				52061402	51304	\$12.33
				52000405	92700	\$21.39
				56000405	90400	\$32.90
				80900402	51100	\$14.24
			Total Vendor:			<u>\$482.21</u>
6053316	1351 UNITED PARCEL SERVICE	00006838E9064	DELIVERY SERVICE	53000404	59100	\$43.12
				56000405	90400	\$32.90
				80800402	50600	\$154.11
			Total Vendor:			<u>\$230.13</u>
						<u>4,715,019.47</u>
						<u>\$4,715,019.47</u>

FUND	PAYMENT AMOUNT	LESS VOID CHECKS	
Total Gas:	555,445.01		555,445.01
Total Water:	114,370.64		114,370.64
Total Sewer:	75,483.14	3926.13	71,557.01
Total Admin:	376,325.52		376,325.52
Total Maint & Building:	305.12		305.12
Total Engineering:	10,778.61		10,778.61
Total Electric:	3,582,311.43	258819.07	3,323,492.36
Total:	\$4,715,019.47		4,452,274.27

Section B: Event Agreement

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

Fees may be applicable.

Date(s) of Event: 05/18/2020-10-30-2024 Event Name: Highland Park Farmers Market
Contact Person: Alan Kruger Phone: 402-519-3932
Address: 4010 East Meadow Lark Lane
Email: akrugerne@gmail.com Daytime Phone: 402-519-3932
Name of Organization Hosting Event: Highland Park Farmers Market Llc
Type of Organization: Corporation ☒ LLC ☐ Other If Other, provide name: _____
Type of Event: Farmers Market
Example: Running, Biking, Parade, etc. (Held on City Property or Public Right-of-Way)

Will alcohol be served at this event? ☐ Yes ☒ No If yes, license agreement is required.
Please review City Code Section 8-107 for alcohol consumption restrictions on property owned by city.
City fee for fencing is \$300 per event (as of 10/01/2021). Fencing fee payable to the City of Hastings Engineering Department, **prior** to event. Refer to Nebraska Liquor Control Rules and Regulations for fencing requirements.

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

Will tents over 400 sq. ft. and/or mobile food vendors be set up at this event? ☐ Yes ☒ No
If yes, please contact Hastings Fire & Rescue (402) 462-7157 for spacing and permitting requirements.

Please describe activities included in this event:
Farmers Market,

Event Location: 14th and Hastings Ave. Parking lot behind museum

- Before an event is scheduled on City owned property, it must receive prior City approval.
- The event should not be held on a public street or roadway. Consider use of off-street trails such as the Pioneer Spirit Trail.
- Please attach map of route of any such event.
- Review City Code Section 13-508 for prohibited acts: discharge of fireworks
- For events with over 1,000 in attendance: One trained crowd manager to be provided for every 250 persons or fraction thereof. Contact Hastings Fire & Rescue (402) 462-7157 with questions.

Event Start Time: 7:00am * Start Time Needed to Set Up & Access Area (if applies): _____

Event End Time: 13:00pm * Ending Time Needed to Clean up Area (if applies): _____

***If alcohol is being served, please make sure state alcohol permit times are consistent with actual event times.**

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

Alan J. Kruger

Authorized Signature for Host Organization

Date

Authorized Signature – City of Hastings

Date of Council Approval

Official Office Use Only



EVENT GUIDE & AGREEMENT

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

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

Section A: Event Approval Steps

Section B: Event Application

Section C: Insurance Requirements

Section A: Event Approval Steps

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

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

Step 2: Complete the Event Application and submit via online to the Hastings City Clerk. Please include the certificate of liability insurance, following instructions in Section C.

Note: If the application is received less than 30 days before the scheduled event, the event planner will be charged a rush fee of \$75.

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

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

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

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

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

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

Additional Instructions for Parades:

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

SPECIAL NOTE: If your event will cross any State Highway (i.e. Hwy 281), it will require approval from Nebraska Department of Transportation (NDOT), prior to processing City approval of the event. Special reader boards or additional barricade costs required will be the responsibility of the organizer. Please contact the Engineering office at (402)462-3665 for instructions on obtaining NDOT approval no later than 60 days in advance of your event.

Section C: Insurance

MISCELLANEOUS INSURANCE CATEGORIES

EXAMPLE CERTIFICATE ATTACHED

GENERAL LIABILITY INSURANCE CATEGORY "A"

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

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

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

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

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

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

LIQUOR LIABILITY INSURANCE CATEGORY "B"

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

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

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

GENERAL LIABILITY INSURANCE CATEGORY "C"

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

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

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

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/01/2020

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

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

PRODUCER Your Insurance Agent P O Box City, State Zip	CONTACT NAME: Agent Name		
	PHONE (A/C, No, Ext): Phone FAX (A/C, No):		
	E-MAIL ADDRESS: Email		
INSURED Insured Name Insured Address City, State & Zip	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Insurance Company Info		5555
	INSURER B: Insurance Company Info		5555
	INSURER C: Insurance Company Info		5555
	INSURER D: Insurance Company Info		5555
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	Y	Y	Policy Number	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 OTHER: \$	
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC							
	OTHER:							
B	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	Y	Policy Number	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	Only if Autos are used							
	Category "C"							
C	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ OCCUR	Y	Y	Policy Number	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 DED RETENTION \$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y	Policy Number	01/01/2020	01/01/2021	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	Category "B"							
D	Liquor Liability		Y	Policy Number	01/01/2020	01/01/2021	Each Occurrence 1,000,000	

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

Re: List event or activity information

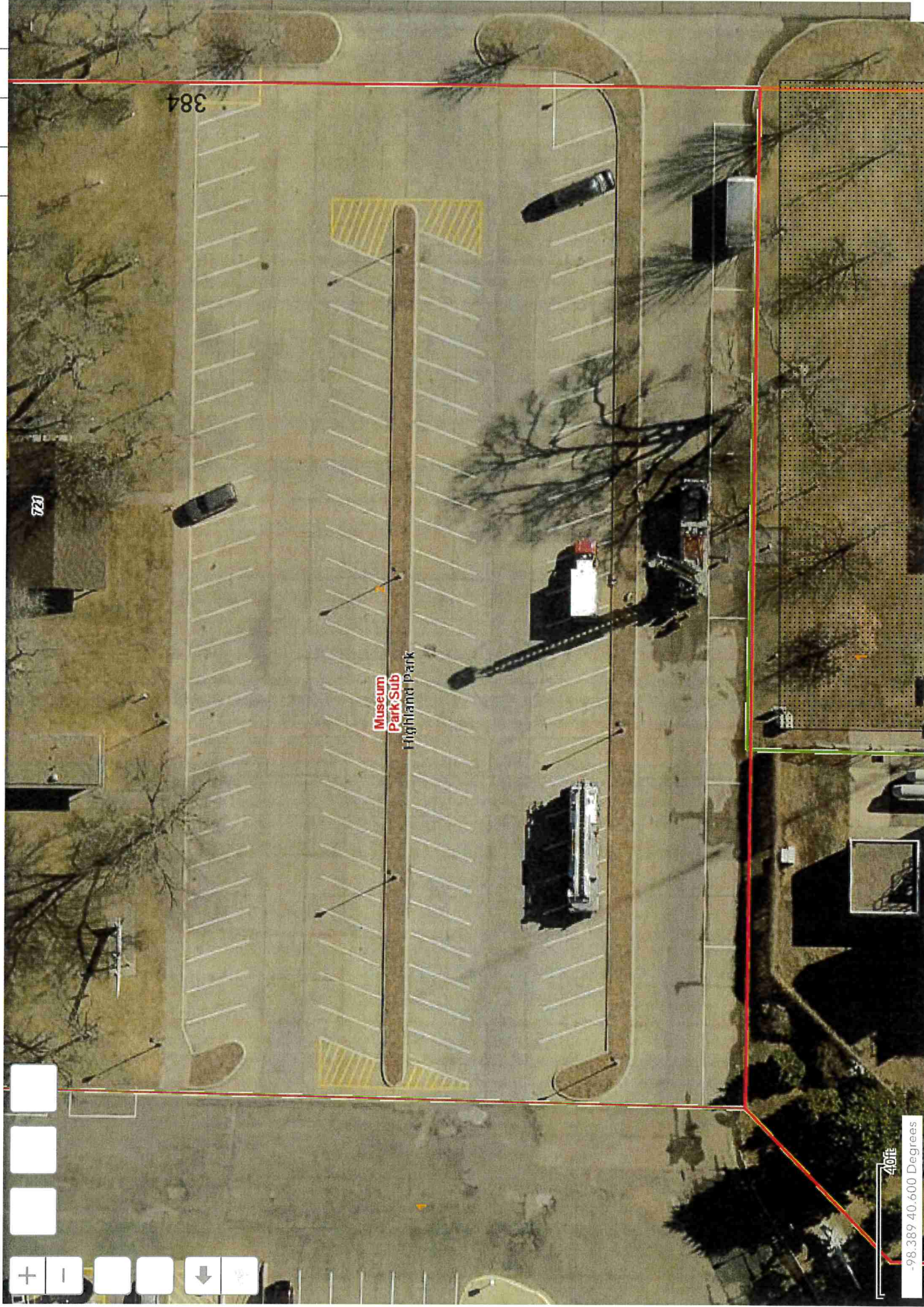
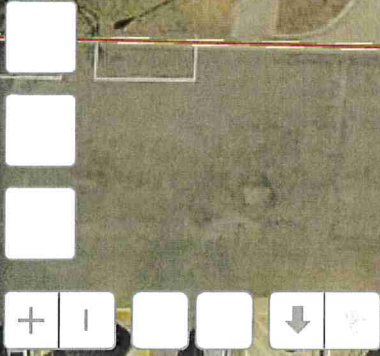
Certificate holder is additional insured for general liability, auto liability, liquor liability, (if applicable), and umbrella liability if required by written contract executed prior to loss. Primary & noncontributory status is governed by the terms & conditions of the insurance policies of all parties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

Please use language in box.

CERTIFICATE HOLDER

CANCELLATION

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



40ft
-98.389 40.600 Degrees



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/08/2023

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

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

PRODUCER Matt North Insurance Agency, Inc. 15070 Antioch Rd Overland Park, Ks 66221	CONTACT NAME: PHONE (A/C, No, Ext): 913-953-8001 FAX (A/C, No): 913-953-8000 E-MAIL ADDRESS: mnorth@farmersagent.com
INSURED Highland Park Farmers Market LLC 4010 Meadowlark Lane Hastings, Ne 68901	INSURER(S) AFFORDING COVERAGE INSURER A: Scottsdale Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 41297

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	Y		CPS3408270	08/01/2023	08/01/2024	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ Excluded
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N ☐ N / A						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

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

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

CERTIFICATE HOLDER**CANCELLATION**

City of Hastings
220 N Hastings Ave
Hastings, NE 68901

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

AUTHORIZED REPRESENTATIVE

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WORK ORDER ENGINEERING ESTIMATE
HASTINGS UTILITIES
HASTINGS, NEBRASKA

Name of Department: Electric
Construction: X
Subaccount(s): 364, 365, 366, 367, 370,
373, 397

Work Order No.: EL-270
Budget Item No.: 2.42 2023/2024
Budget Item Amt: \$200,000

DESCRIPTION AND LOCATION:

Temp Power for EPA/EA/Terratherm for the Minnesota Sub Site at 2nd Street and Minnesota Avenue

PURPOSE OF WORK IMPROVEMENT:

Temporary Power for EPA Groundwater Cleanup Project

CONTRIBUTIONS/REMARKS:

Charges are for labor, equipment to install & remove temp power, and materials not returnable to stock.

Estimated Cost	Amount	Attached Map or DWG No.:	E-OH-578
1. Material to be Purchased		Sheet No.:	
2. Material from Stock	23,604.95	Date Work to be Started:	2/19/24
3. Labor	18,360.00	Date Work to be Completed:	9/26/25
4. Truck Usage	8,646.75	Checked By: Digitally signed by Jeff Campbell Date: 2024.02.19 09:17:30 -06'00'	Date
5. Equipment Usage	1,215.50	Campbell	
6. Contract Amount		Checked By: Digitally signed by Tyler Waite Date: 2024.02.19 15:56:26 -06'00'	Date
7.		Tyler Waite	
8.		Approved By: Digitally signed by Lee Vrooman Date: 2024.02.20 15:26:54 -06'00'	Date
		Lee Vrooman	
SUBTOTAL	\$51,827.20	Director of Engineering	
Less Materials Returnable to Stock	-6,164.66	Approved By:	Date
Subtotal	\$45,662.54	Hastings City Council	
Subtotal	\$45,662.54	Authorized By: Digitally signed by Kevin D Johnson Date: 2024.02.20 15:29:15 -06'00'	Date
Less Developer Contribution	-45,662.54	Kevin D Johnson	
TOTAL ESTIMATED COST OF WORK ORDER	\$0.00	Manager	

HASTINGS UTILITIES, HASTINGS, NEBRASKA

Work Order No.: EL-270
 B.I. No.: 2.42
 B.I. Yr.: 2023/2024

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 (\$60)	12	60.00	720.00	\$18,360.00
	Electric Department	294	60.00	17,640.00	
	Gas Department	0	55.00	0.00	
	TOTAL - LABOR				
TRUCKS:	Trucks 22 & 23 (Hours)	18	273.45	4,922.10	\$8,646.75
	Trucks 24 & 28 (Hours)	18	171.95	3,095.10	
	Trucks 25 & 26 (Hours)	9	69.95	629.55	
	Truck (Hours)			0.00	
				0.00	
				0.00	
	TOTAL - TRUCKS USAGE				
EQUIPMENT:	Air Compressor (Hours)	6	39.65	237.90	\$1,215.50
	Backhoe (Hours)	0	37.50	0.00	
	Boring Machine or Bore (Feet)	0	1.50	0.00	
	Packer (Hours)	0		0.00	
	Trench (Feet)	0	8.75	0.00	
	Skid Steer	0		0.00	
	Hydra Tamp (Hours)	0	143.75	0.00	
	Spoil Vac (Hours)	8	122.20	977.60	
	TOTAL - EQUIPMENT USAGE				
TOTAL COST ALL LABOR AND EQUIPMENT ESTIMATE				\$28,222.25	

MATERIAL ESTIMATE

Quantity		Stock Number	Description	Unit Price	Stock Material	New Material
6	ea.	001-03-11	5/8" x 10" Galvanized Machine Bolts	1.29	7.74	
24	ea.	001-03-12	5/8" x 12" Galvanized Machine Bolts	1.85	44.40	
6	ea.	001-03-13	5/8" x 14" Galvanized Machine Bolts	1.57	9.42	
9	ea.	002-02-02	1/2" x 4" Lag Bolts	0.64	5.76	
3	ea.	004-11-01	Roller	3.08	9.24	
47	ea.	005-01-03	2-1/4" Square Washer	0.40	18.80	
13	ea.	005-02-05	4" x 4" Curved Washers	2.33	30.29	
12	ea.	006-04-02	5/8" Galvanized Eynuts	1.75	21.00	
32	ea.	007-03-03	5/8" Square Locknuts	0.31	9.92	
0	ea.	007-03-04	3/4" Square Locknuts	0.62	-	
3	ea.	008-03-07	7/16" Guy Grip	4.43	13.29	
3	ea.	008-04-07	7/16" Strandvise	31.19	93.57	
3	ea.	011-05-36	30K# Fiberglass Strain Insulator	38.24	114.72	
2	ea.	012-01-11	TS-1 Stirrup	8.69	17.38	
			TOTAL		\$ 395.53	

Estimated By: T. Waite Date: 2/7/24

HASTINGS UTILITIES, HASTINGS, NEBRASKA

Work Order No.: EL-270

B.I. No.: 2.42

B.I. Yr.: 2023/2024

MATERIAL ESTIMATE

Quantity		Stock Number	Description	Unit Price	Stock Material	New Material
2	ea.	012-01-14	BA3-15 Angle Bracket	61.29	122.58	
0	ea.	012-01-35	BD-35 Spacer Deadend Bracket	-	-	
18	ea.	012-02-01	Deadend Thimble Clevice	9.97	179.46	
5	ea.	012-02-09	BM-24 Messenger Bracket	131.49	657.45	
1	ea.	012-02-12	BAS-24 Anti-Sdway Bracket	24.61	24.61	
1	ea.	013-09-00	CMA-A Angle Clamp	18.61	18.61	
2	ea.	014-02-01	Guying Plate	71.21	142.42	
3	ea.	018-04-02	3/4" x 10" Single Helix Anchor	43.86	131.58	
3	ea.	018-08-11	3/4" Twin Eyunut	6.96	20.88	
3	ea.	018-10-02	3/4" x 7' Anchor Rod	19.68	59.04	
4	ea.	019-09-06	5/8" x 10' Ground Rod	24.84	99.36	
4	ea.	020-02-03	5/8" Ground Clamp	2.02	8.08	
2	ea.	021-01-04	Ground Wire Molding	17.11	34.22	
3	ea.	022-01-02	Guy Guard	5.61	16.83	
6	ea.	022-02-01	Wildlife Guard	4.74	28.44	
8	ea.	023-03-04	Molding Staple	1.35	10.80	
6	ea.	024-02-01	Short Shank Insulator Pin	7.82	46.92	
2	ea.	033-04-05	6/2 Service Bracket	5.42	10.84	
6	ea.	039-03-01	15KV Polymer Insulator	4.77	28.62	
12	ea.	039-17-02	H-15D Cable Spacer Bracket	20.55	246.60	
12	ea.	040-02-01	15KV Deadend Insulator	16.68	200.16	
12	ea.	041-06-10	1/0 Plastic-Coated Preformed Deadend	13.54	162.48	
6	ea.	041-06-52	052 Preformed Deadend	20.28	121.68	
26	ea.	044-01-04	Split-Bolt Ground Connector	2.83	73.58	
16	ea.	044-01-12	Two-Bolt Ground Connectors	39.66	634.56	
0	ea.	044-01-04	Split-Bolt Ground Connector	-	-	
4	ea.	046-08-01	Transformer Ground Connector	5.25	21.00	
6	ea.	049-01-19	200 Amp Fuse	39.09	234.54	
6	ea.	055-01-02	200 Amp 15KV Cutout	205.71	1,234.26	
6	ea.	055-02-02	300 Amp 15KV Solid Disconnect	193.20	1,159.20	
6	ea.	066-04-10	10KV Riser Pole Lightning Arrester	63.25	379.50	
130	ft	068-01-04	#4 Bare Copper Ground Wire	0.82	106.60	
1095	ft	069-25-10	1/0 15KV Spacer Cable	0.64	700.80	
200	ft	072-02-20	2/0 600V THHN Copper Wire (Black)	3.40	680.00	
600	ft	074-07-40	4/0 15KV Shielded Copper Power Cable - EPR	9.56	5,736.00	
120	ft	088-03-05	7/16" Guy Wire	0.76	91.20	
365	ft	088-09-02	052 Alumaweld Messenger Cable	1.20	438.00	
			Total Page 3		\$ 13,860.90	\$ -
			Total Page 2 Brt Fwd		\$ 395.53	\$ -
					-	
			TOTAL (Pages 2 & 3)		\$ 14,256.43	\$ -

Estimated By: T. Waite

Date: 2/7/24

Page 3

HASTINGS UTILITIES, HASTINGS, NEBRASKA

Work Order No.: EL-270

B.I. No.: 2.42

B.I. Yr.: 2023/2024

MATERIAL ESTIMATE

Quantity		Stock Number	Description	Unit Price	Stock Material	New Material
6	ea.	089-15-20	Cable Positioners	28.11	168.66	
0	ea.	089-15-60	Triple Mount Cutout/Arrester Bracket	-	-	
12	ea.	089-17-42	4/0 15KV Copper Termimatics	227.45	2,729.40	
6	ea.	089-51-40	4/0 Two-Hole Terminal Lug	6.08	36.48	
12	ea.	097-02-06	Gray Coding Tape	4.62	55.44	
1	ea.	097-03-12	High-Voltage Tape	13.03	13.03	
1	ea.	097-04-01	Air-Seal Tape	20.72	20.72	
2	ea.	099-04-05	4-Hole Cable Breakout for 5" and 6" PVC	77.41	154.82	
0	ea.				-	
0	ea.				-	
0	ea.				-	
2	ea.	178-06-13	Triple Mount Termination Bracket	23.08	46.16	
6	ft.	178-09-06	Standoff Tee Rail	12.05	72.30	
6	ea.	178-10-04	6" Standoff Brackets	25.40	152.40	
6	ea.	178-11-05	4" Pipe Straps	4.90	29.40	
3	ea.	190-01-40	40' Wood Poles	876.65	2,629.95	
2	ea.	190-01-45	45' Wod Poles	1,007.98	2,015.96	
0	ea.	190-01-50	50' Wood Pole	1,128.71	-	
2	ea.	191-03-04	8' Fiberglass Deadend Crossarms	334.63	669.26	
12	ea.	322-04-07	1/2" x 1-1/2" Bronze Bolts	1.71	20.52	
12	ea.	370-01-06	1/2" Bronze Lockwashers	0.72	8.64	
24	ea.	370-02-06	1/2" Stainless Steel Flat Round Washers	0.33	7.92	
12	ea.	381-04-01	1/2" Bronze Nuts	1.35	16.20	
0.5	lb	901-03-05	Ground Wire Staples	2.52	1.26	
					-	
					-	
					-	
1	LS		Miscellaneous Tape, Wire, Etc.	500.00	500.00	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
			Total Page 4		\$ 9,348.52	\$ -
			Total Page 2 and 3 Brt Fwd		\$ 14,256.43	\$ -
					-	
			TOTAL (Pages 2, 3, 4)		\$ 23,604.95	\$ -

Estimated By: T. Waite

Date: 2/7/24 Page 4

WORK ORDER ENGINEERING ESTIMATE

HASTINGS UTILITIES

HASTINGS, NEBRASKA

Name of Department: GasWork Order No.: GA-379Subaccount(s): 359, 360, 361, 362, 364Budget Item No.: 1.08 2023/2024Budget Item Amt: \$100,000**DESCRIPTION AND LOCATION:**

New 4" Medium Pressure Gas Main on Utecht Ave- 39th Street south to 33rd Street, 33rd Street- East Laux Drive to Utecht Ave. (1700 ft.)

PURPOSE OF WORK IMPROVEMENT:

New Development

CONTRIBUTIONS/REMARKS:

Estimated Cost	Amount	Attached Map or DWG No.:	G-672
1. Material to be Purchased	\$0.00	Sheet No.:	3
2. Material from Stock	13,678.00	Date Work to be Started:	2/26/24
3. Labor	39,075.00	Date Work to be Finished:	5/24/2024
4. Truck Usage	0.00	Checked By: Ed Fleharty	Date
5. Equipment Usage	3,668.25	Digitally signed by Ed Fleharty Date: 2024.02.20 15:11:54 -06'00'	
6. Contract Amount		Checked By: Tyler Waite	Date
7.		Digitally signed by Tyler Waite Date: 2024.02.20 16:55:30 -06'00'	
8.		Approved By: Lee Vrooman	Date
SUBTOTAL	\$56,421.25	Digitally signed by Lee Vrooman Date: 2024.02.20 16:59:43 -06'00'	
Less Developer Contribution		Director of Engineering	
		Approved By:	Date
		Hastings City Council	
		Authorized By: Kevin D Johnson	Date
		Digitally signed by Kevin D Johnson Date: 2024.02.21 07:07:40 -06'00'	
TOTAL ESTIMATED COST OF WORK ORDER	\$56,421.25	Johnson Manager	

HASTINGS UTILITIES, HASTINGS, NEBRASKA

Work Order No.: GA-379
 B.I. No.: 1.08
 B.I. Yr.: 2023/2024

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 (\$60)	60	60.00	3,600.00	
	Gas Department	645	55.00	35,475.00	
				0.00	
TOTAL - LABOR					\$39,075.00
TRUCKS:				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
TOTAL - TRUCKS USAGE					\$0.00
EQUIPMENT	Air Compressor (Hours)	1	6.25	6.25	
	Backhoe (Hours)	8	58.75	470.00	
	Boring Machine or Bore (Feet)	1928	1.50	2,892.00	
	Packer (Hours)	0	30.10	0.00	
	Trench (Feet)	0	5.00	0.00	
	Skid Steer	0	78.80	0.00	
	Hydra Tamp (Hours)	2	150.00	300.00	
	Spoil Vac (Hours)	0	97.75	0.00	
TOTAL - EQUIPMENT USAGE					\$3,668.25
TOTAL COST ALL LABOR AND EQUIPMENT ESTIMATE					\$42,743.25

MATERIAL ESTIMATE

Quantity		Stock Number	Description	Unit Price	Stock Material	New Material
1928	FT	072-05-12	12 SOL 600V THNN Yellow Cable	0.19	366.32	
2	EA	097-09-06	6" Tapecoat 20	95.99	191.98	
4	FT	113-05-03	PVC White Pipe 1 DMV	0.32	1.28	
1928	FT	601-00-01	1/2" CTS PE Pipe	0.47	906.16	
250	FT	601-00-02	3/4" IPS PE Pipe	0.60	150.00	
1678	FT	601-00-10	4" IPS Poly Length Pipe-40	4.62	7,752.36	
1	FT	601-10-03	Poly Ball Valve-BFE 3/4	20.84	20.84	
2	EA	621-02-42	Transition 4 S to PE	193.15	386.30	
3	EA	621-11-10	EF Coupling 4 IPS	26.93	80.79	
1	EA	622-00-02	Excess Flow Device 3/4" LOW Cap	26.40	26.40	
1	EA	622-01-12	BF Pipe CAP 4 IPS	11.43	11.43	
1	EA	622-04-12	Molded BF 4 IPS Tee	30.88	30.88	
1	EA	622-20-03	BF Tap Tee 4x 3/4 IPS	9.06	9.06	
1	EA	629-03-07	Curb Service Box 34-54 2 1/2	68.71	68.71	
			TOTAL		\$ 10,002.51	\$ -

HASTINGS UTILITIES, HASTINGS, NEBRASKA

Work Order No.: GA-379

B.I. No.: 1.08

B.I. Yr.: 2023/2024

MATERIAL ESTIMATE

Quantity		Stock Number	Description	Unit Price	Stock Material	New Material
1	EA	629-10-01	3/4 Valve Support	7.93	7.93	
1	EA	648-01-01	3/4x1 B42R Regulator	34.17	34.17	
1	EA	650-25-03	3# Anode	39.51	39.51	
4	EA	660-01-10	5 Gallon Jug E Z Mud	163.20	652.80	
19	EA	660-01-12	Bore Gel 50# bag	10.12	192.28	
2	EA	660-01-20	Soda Ash	27.26	54.52	
4	EA	660-02-01	5 Gal Con Det	80.80	323.20	
1	EA	619-01-03	3/4" Gas Service Stop	33.95	33.95	
1	EA	620-05-05	5' Meter Post	64.01	64.01	
1	EA	620-24-00	3/4" Anodeless Riser	35.70	35.70	
1	EA	620-34-34	Meter Riser PE3408 36x36x3/4x3/4	35.01	35.01	
					-	
	LS		Miscellaneous Lump Sum	524.41	524.41	
					-	
					-	
					-	
					-	
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					-	
					-	
					-	
					-	
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					-	
					-	
					-	
					-	
1678					1,678.00	
					-	
					-	
					-	
					-	
					-	
			Total Page 3		\$ 3,675.49	\$ -
			Total Page 2 Brt Fwd		\$10,002.51	\$ -
					-	
			TOTAL (Pages 2 & 3)		\$13,678.00	\$ -

Estimated By: _____ Kever

Date: 2/19/24 Page 3

Department: Administration
Staff Contact: Shawn Metcalf
Council Meeting Date: 2/27/2024

AGENDA ITEM SUMMARY SHEET

Description of Item:

Strategic Planning Advisory Committee presentation of findings

Names of People/Business affected by this action:

Why Council action is required:

Type of action requested:

No Action Required

Suggested motion:

Deadlines associated with action:

Department head comments:

City Administrator comments:

The Strategic Planning Advisory Committee (SPAC) members were selected by council members to represent each of their respective wards. SPAC members spent a significant amount of time hosting focus groups throughout the community, which represented a diverse group of demographics. Residents were very appreciative of the opportunity to share their opinions regarding what the city should be focusing its resources on.

SPAC analyzed the results of the focus groups and results from the community survey to come up with their final recommendations presented today. The results of the SPACs findings are powerful because the feedback came directly from residents.

My recommendation is for the Council to take these findings seriously and prioritize community plans accordingly.

Department: Parks & Recreation
Staff Contact: Jeff Hassenstab
Council Meeting Date: 2/27/2024

AGENDA ITEM SUMMARY SHEET

Description of Item:

Approval of extending the Smith Softball Complex operating agreement between the City of Hastings and the Nebraska Softball Foundation for a 10-year period.

Names of People/Business affected by this action:

City of Hastings
Nebraska Softball Foundation
Nebraska Softball Association

Why Council action is required:

Council must approve public/private agreements.

Type of action requested:

Motion

Suggested motion:

Motion to approve the Smith Softball Complex operating agreement between the City of Hastings and the Nebraska Softball Foundation for a 10-year period.

Deadlines associated with action:

Department head comments:

The original operating agreement for the Smith Softball Complex was a thirty-year term that began on March 28, 1994. In that agreement, the Nebraska Softball Foundation has the option to renew the agreement for three successive ten-year terms. The softball foundation has given written notice to the City to extend the agreement for another ten-year period.

Negotiations have occurred with Nebraska Softball Foundation representatives and City staff for the past three months. The following are changes to the proposed 10-year agreement:

1. Complex Improvements - NSF representatives will fund and be responsible for all capital improvements, which includes project research, hiring of contractors, and project oversight. *The current practice was a mix of both City and NSF representatives overseeing capital projects, but now the responsibility will fall solely on NSF.*
2. Added language that the City may use the fields at no charge for any City leagues, tournaments, and/or special events. *This is current practice but was not spelled out in the original agreement.*

3. Added language defining weekend tournament responsibility between City and NSA. Clarified that the tournament sponsor will be responsible for the hiring, scheduling, and training of all umpires, scorekeepers, and gatekeepers.
4. Added insurance requirements for NSF.
5. Changed language that states NSF will designate an individual to serve as complex manager. *The original agreement stated that the City would designate a complex manager.*
6. Added language defining which groups can use the Smith Softball Complex. Only USA Softball or an allied or affiliated member may rent the complex. As of the date of this agreement the NCAA, NAIA, and the Nebraska High School Activities Association are all Allied members.

The City of Hastings Parks & Recreation Department provides personnel to maintain the grounds at the Smith Softball Complex. Additionally, City recreation staff programs the complex for Parks & Rec practices, leagues, tournaments and Hastings youth and adult softball teams. I have attached the city costs associated with providing the maintenance and paying the utilities in 2023.

This operating agreement has been a win-win for the Nebraska Softball Foundation, Nebraska Softball Association, City of Hastings Parks & Recreation Department, and the Hastings Community. The partnership between NSF and the City has been successful which has led to the success of the Smith Complex over the past 30 years. I recommend approving the revised operating agreement for another ten-year term.

City Administrator comments:

I participated in negotiations for this project. The sentiments expressed by both parties were those of gratitude for what an amazing partnership this has been for the city over the past 30 years.

The changes in the agreement for the next 10 years are minor. This agreement has been a win for the city as well as for the NSF, as it has brought in economic development opportunities that the city would likely not have otherwise. The fields are highly utilized by residents and provide quality recreational opportunities for residents. In my opinion, these recreational opportunities have a large impact on residents' satisfaction levels with the city's parks and recreation services.

We're fortunate to have a key partner to provide these sports activities as many communities/cities have to pay for all expenditures related to such activities. I fully support this agreement and recommend council approve an additional 10 years with 2 additional opportunities for 10 year extensions.

OPERATING AGREEMENT

THIS AGREEMENT is made this 28th day of March, 1994, by and between the CITY OF HASTINGS, NEBRASKA, A Municipal Corporation (City) and the NEBRASKA SOFTBALL FOUNDATION, A Nebraska Non-Profit Corporation (NSF).

RECITALS

WHEREAS, NSF has selected Hastings, Nebraska as the site for the construction of six new softball fields and related improvements; and

WHEREAS, the City agrees to acquire real estate and NSF agrees to construct certain improvements upon the real estate, which real estate and improvements will be referred to collectively herein as the "Facility"; and

WHEREAS, the parties desire to memorialize the understanding between them in this Operating Agreement.

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Real Estate. The City has acquired title to the following described real estate:

Commencing at the Northwest Corner of said Fractional Section 31; thence N89°57'39"E (assumed bearing) along the north line of said Section 31, 170.31 feet to the east right-of-way line of U.S. Highway Number 281, this being the TRUE PLACE OF BEGINNING; thence continued N89°57'39"E along said north line 2156.95 feet to the west right-of-way of the Union Pacific Railroad; thence S00°28'41"E along said right-of-way line 903.36 feet to the beginning of a curve concave to the west subtended by a radius of 2814.79 feet with a central angle of 05°16'28"; thence along said curve the chord of which bears S02°09'33"W an arc distance of 259.12 feet; thence S89°57'39"W along a line parallel with the north line of said Section 31, 2289.72 feet to the east right-of-way line of said U.S. Highway Number 281; thence N00°08'13"W along said right-of-way line, 101.56 feet; thence N04°50'01"E along said right-of-way line 975.76 feet; thence N30°56'39"E along said right-of-way line 103.09 feet to the place of beginning containing 60.12 acres of which 1.64 acres contained within the north 33.00 feet thereof is presently occupied by a public road.

The approximate west half of said real estate will be used as the site of the Facility. The approximate east half of said real

estate may be used by the City for the development of baseball, soccer or other recreational areas; notwithstanding such use, a portion or any of said area may be used for future expansion of the Facility, and the use of the City until the time of such expansion will not be inconsistent with future expansion of the Facility.

2. NSF Improvements. NSF agrees to construct certain improvements upon the real estate as follows:

PHASE 1

- A. Six softball fields with lighting on at least four of the fields.
- B. Parking lot with appropriate lighting.
- C. Concession stand with restrooms.
- D. Playground.

PHASE 2

- A. Satellite restroom, concession sales area, and equipment storage area.
- B. Batting cages.

Phase 1 improvements shall be commenced in 1994 and completed as soon as reasonably practicable.

Phase 2 improvements shall be completed within three years of the date of this contract.

Ownership of all improvements constructed or installed by NSF in or upon the real estate shall be and remain the property of NSF and shall not become a part of the real estate but shall be deemed severed from the real estate and constitute personal property.

3. City Improvements. The City shall install at its expense public utility lines and mains to the Facility and City shall pave the county road along the north edge of the Facility to the parking lot entrance. City shall extend the frontage road along the west portion of the Facility to its point of intersection with the county road. City shall complete such improvements during the 1994 construction season. The site plan attached hereto and made a part hereof generally locates the site, Facility and roads as described herein. The plan does not definitely fix location of improvements, vegetation or parking lot but is included for purposes of designating the roads and portions of the site as described herein. City shall have the right to install other improvements upon the property as it deems advisable other than within the perimeter of the softball complex area as designated on the site plan.

4. City Construction Work. NSF will have the obligation to make the necessary improvements to the Facility as designated herein. Provided, City will provide NSF with excess dirt removed in its construction work of the roads and the irregular-shaped portion shown in the northwest corner of the site plan. City will haul the dirt to a site designated by NSF but shall not have responsibility for spreading or placing the dirt. City shall plant grass or other vegetation necessary on the irregular-shaped portion located in the northwest corner of the site plan until such time as NSF elects to use the area for extension of its Facility. City shall plant trees and shrubbery at sites designated by NSF on the NSF site, but NSF shall pay the cost of such shrubbery and trees and cause them to be delivered to the site.

5. Lease. City leases the real estate to NSF for a term of thirty (30) years commencing this date consistent with the conditions and agreements stated herein.

6. Maintenance of Facility. Except as otherwise provided herein, the City shall, at its expense, maintain the Facility, which responsibility shall include by description and not limitation:

- A. Providing maintenance personnel as needed.
- B. Mowing and maintenance (i.e., watering fields, dragging infields, fertilizing, chemical application) of all athletic fields and common areas.
- C. Cleaning of public areas including restrooms.
- D. Pay all utility costs for use of utility services for the entire Facility including improvements.
- E. Handling and removal of all waste.
- F. Purchase and provide supplies needed in connection with its responsibilities hereunder.

It shall be the obligation of NSF or its third-party contractor to provide all maintenance and supplies for the concession areas, gamerooms and batting cages.

7. Repair and Replacement. NSF will pay all costs of necessary repairs or replacement other than such as constitute normal maintenance and are the obligation of the City; provided, the City will, to the extent its own equipment and personnel have the capability, provide the services necessary to replace lights or light fixtures with materials provided by NSF. Provided further, any repairs or replacements necessitated due to negligence on the part of City, its employees, agents or representatives shall be made at the expense of City.

8. Equipment. The City shall bear the primary responsibility for providing the personnel and equipment needed to maintain the Facility; provided, however, NSF agrees to provide specialty equipment, not owned or leased by the City, including infield maintenance equipment, which equipment may include a turf truckster.

9. Insurance. NSF agrees to keep the improvements insured against loss or damage by fire and such other risks, casualties and hazards as are customarily covered by builders' risk and "all risk" coverage policies in an amount not less than the replacement cost of such improvements. Additionally, both parties agree to purchase general liability insurance coverage in standard form in respect to the premises, protecting both parties from any liability whatsoever occasioned by accident or disaster on, in or about the Facility, or any appurtenances or improvements thereto, with limits of liability of not less than \$1,000,000 per occurrence and \$2,000,000 per aggregate. Each party shall, upon request of the other, provide the requesting party with a certificate of the existence of such insurance coverage, which certificate will state that coverage shall not be terminated by the insurer except upon ten days' written notice to both the insured and the party to whose benefit the certificate of insurance runs.

10. Concessions and Souvenirs. Except as provided in Section 13 of this Agreement, NSF shall have the right to the sale of all concessions and souvenirs within the confines of the Facility upon the following terms and conditions:

- A. NSF shall have the right to enter into one or more agreements with third parties for the operation or management of such activities.
- B. The City shall be provided with a copy of any agreement between NSF and a third party for the operation or management of these activities, and the City, through its City Administrator or Director of Parks & Recreation, shall have the right to review and make comments on said agreement.
- C. NSF agrees that it shall operate or provide for operation of the concessions during any event sponsored by either party to this Agreement; provided, however, NSF shall have the right to determine that alcoholic beverages shall not be sold at the Facility when events are conducted primarily or entirely for children.

11. Advertising. The parties agree that advertising of the Facility shall be governed by the following:

- A. Either party shall have the right to advertise and promote the existence of the

Facility and the various events conducted at the Facility.

- B. The party which sponsors an event or activity shall have the right to produce programs, sell program advertising and retain any revenues derived therefrom.
- C. The City may sell and retain funds derived from advertising on the outfield fences. NSF shall have the right to approve advertisers, prior to installation of advertising.

12. Events. Either party shall have the right to sponsor events or activities at the Facility subject to the following:

- A. All scheduling shall be coordinated with events or activities scheduled or to be scheduled by the other party to this Agreement.
- B. The parties shall notify each other as to all events scheduled. In the event of conflict, NSF shall have priority for all events scheduled prior to March 1 of each year to occur in the ensuing year. As to events scheduled March 1 and after, each party shall notify the other in writing as to all such scheduled events and priority shall be determined based on time of such written notification as to all events for dates not scheduled prior to March 1.
- C. The sponsor of any event or activity shall be responsible for appointing and providing a qualified event director and all support staff other than field maintenance personnel, and for scheduling and coordination; and the event sponsor shall be entitled to all gate receipts and/or fees.
- D. The City agrees to promote the use of the Facility on weekdays and on open weekends.
- E. The City may establish, charge and retain a user fee for private invitational tournaments and NSA-sponsored non-championship events utilizing the Facility.

13. National or Regional Events. NSF may bid upon and sponsor national or regional softball tournaments. In connection with any such bid, the City agrees that it will underwrite any guarantee made in connection with such bid, subject to the following:

- A. NSF will be the event sponsor and utilize all event revenues to pay the bid amount.
- B. The amount of any bid guarantee will be mutually agreed upon by NSF and the City.
- C. The City must have at least one year's notice so that it will have the ability to include the amount of the bid guarantee in its budget for the year in which the bid guarantee is to be furnished.
- D. The cumulative total of all bid guarantees will not exceed the total of \$30,000.00 in any fiscal year of the City (fiscal year ends July 31) without the consent of the Hastings City Council.
- E. Any net profit or loss shall be equally divided between NSF and the City, provided that the City's total financial obligations established in this section shall not exceed \$30,000 in any one fiscal year. For the purpose of this section, net profit or loss shall be computed by subtracting normal expenses incurred in conducting the tournament including bid guarantees from income generated by the tournament. Income shall include, but is not limited to, commissions paid to NSF on concessions, sale of gifts and souvenirs, gate receipts, ticket sales, program sales, corporate sponsorships, advertising revenue, radio and/or TV broadcast revenues, and royalties.

14. Signs. Either party shall be permitted to locate signs on and about the premises subject to prior approval of the other as to size, content, construction and location. Prior approval on behalf of the City shall be determined by the Director of Parks & Recreation or the City Administrator.

15. Notice. Any notice required hereunder shall be deemed delivered when mailed by first class mail, postage prepaid, and duly addressed as follows:

NSF:

Nebraska Softball Assn.
620 East 23rd Street
Fremont, NE 68025

City:

Director of Parks & Recreation
310 East D Street
Hastings, NE 68901

and

City Administrator
220 N. Hastings Avenue
Hastings, NE 68901

16. Complex Manager. The City Administrator shall designate an individual to serve as complex manager. The complex manager shall be responsible for maintaining the master schedule of events to be held at the Facility, maintaining the NSF complex, and addressing operational problems. The designation of the complex manager shall be subject to approval by the NSF complex committee chairman.

17. Renewal of Agreement. NSF shall have the option to renew this Agreement for three successive ten-year terms. The option shall exist separately as to each of the three terms. As to such option, NSF shall give City written notice at least one year prior to the end of the present term of its intent to renew. In the event NSF exercises such option, the parties shall negotiate in good faith in an effort to agree as to the terms and conditions of such extended term. In the event the parties cannot agree as to all terms and conditions of such extended term, each shall select one qualified person, and the two thus selected shall select a third qualified person, and the three shall meet and agree as to the terms and conditions for the extended term, and such determination shall be binding on the parties. No person thus selected shall be an officer, employee or representative in any other capacity of NSF or City or member of NSF or resident of City. The parties shall equally share the cost of the third person, and each shall pay the cost of the person selected by them. In the event there is delay in reaching final determination as to the terms and conditions of the extended term, the terms and conditions then in effect shall continue until such final determination is made and, when such final determination is made, it shall be effective retroactive to the time of the ending of the last term and necessary adjustments made accordingly.

18. Termination. This Agreement may be terminated by either of the following methods:

A. By mutual agreement of the parties.

B. For default, upon ninety days' written notice by either party to the other; provided, however, if the party against whom default is declared shall have cured or shall have given reasonable assurance that such default will be cured as soon as reasonably practicable prior to the expiration of the 90-day notice, then the Agreement shall not be terminated.

19. Rights Upon Termination. Upon termination, NSF shall have the right, but not the obligation, to remove any improvements installed by it so long as it restores the premises, to the extent reasonably possible, to the condition which existed prior to installation of the improvement.

20. NSF and NSA. NSF is the party to this contract and has the obligations and rights granted hereunder. Nebraska Soft-

ball Association (NSA) conducts events and is involved in activities which relate closely to those involving NSF as described herein. Reference to NSF as to scheduled events, bids, use of the facility, and similar matters shall include NSA. Provided, all liability for performance hereunder remains with NSF.

21. Compliance With Law. All improvements will be constructed, maintained and used in accordance with local, state and federal laws. In particular, NSF understands that it must comply with the Hastings City Code, including all building, fire, electrical and plumbing codes.

22. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other.

23. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

CITY OF HASTINGS, NEBRASKA
A Municipal Corporation

NEBRASKA SOFTBALL FOUNDATION

By:

J. Phillip Odom
J. Phillip Odom, Mayor

By:

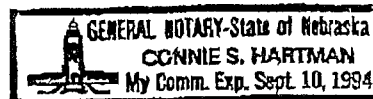
O. W. "Bill" Smith
O. W. "Bill" Smith
Nebraska State Commissioner

STATE OF NEBRASKA }
COUNTY OF ADAMS } ss.

The foregoing instrument was acknowledged before me on March 28, 1994, by J. Phillip Odom, Mayor of the City of Hastings, Nebraska, A Municipal Corporation, on behalf of the corporation.

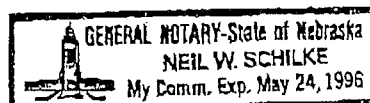
Connie S. Hartman
Notary Public

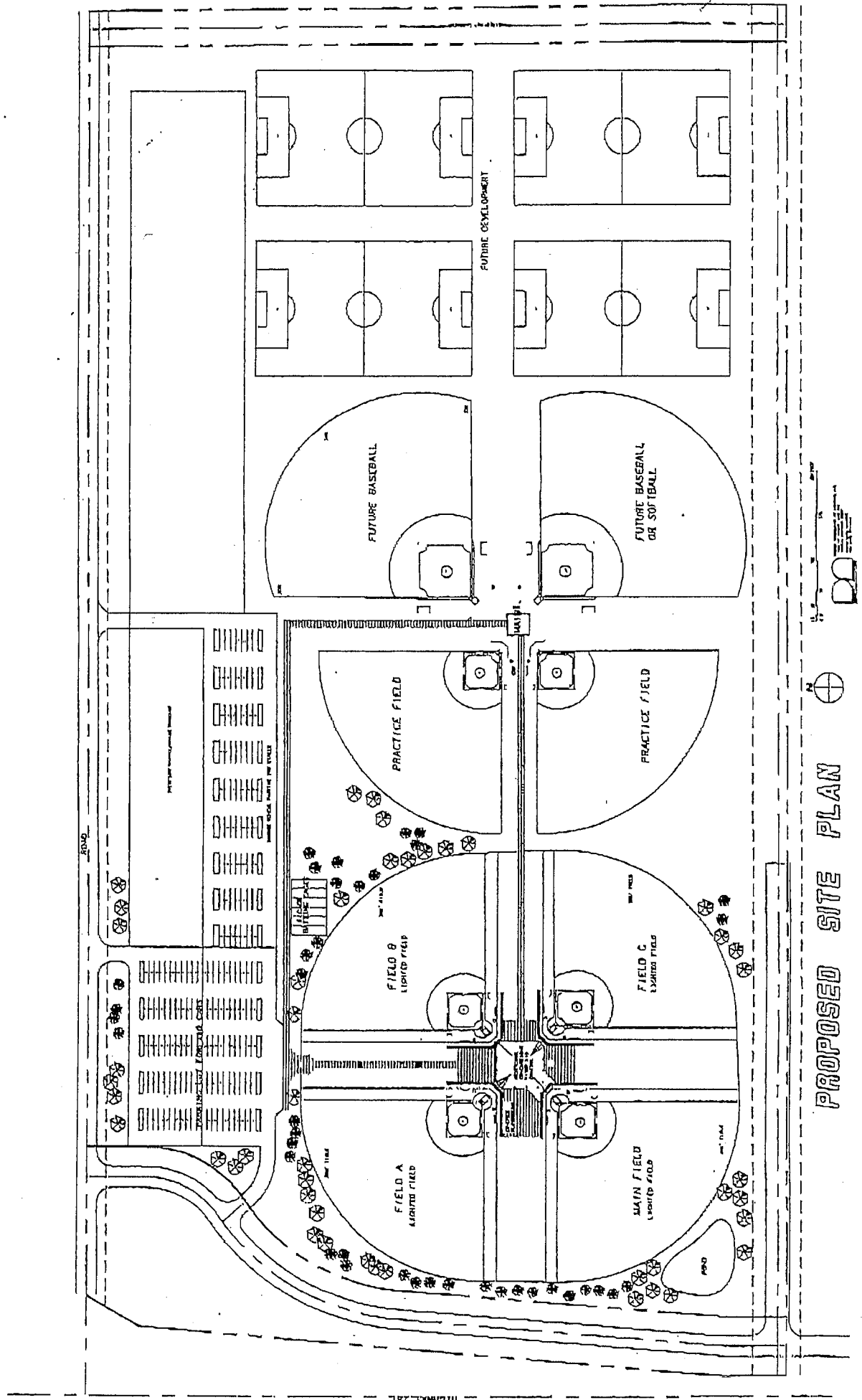
STATE OF NEBRASKA }
COUNTY OF DODGE } ss.



The foregoing instrument was acknowledged before me March 28, 1994, by O. W. Smith, Nebraska State Commissioner of Nebraska Softball Foundation, A Nebraska Non-Profit Corporation, on behalf of the corporation.

Neil W. Schilke
Notary Public





PROPOSED SITE PLAN

FIRST ADDENDUM TO OPERATING AGREEMENT

This addendum is made and entered into by and between the City of Hastings, Nebraska, a municipal corporation, hereinafter called "City" and Nebraska Softball Foundation, A Nebraska Non-Profit Corporation, hereinafter called NSF, as a supplemental agreement to the Operating Agreement between the same parties executed on March 28, 1994.

Statement of Background Information

The Operating Agreement between the City and Nebraska Softball Foundation was entered into before either party had participated in conducting a National Tournament. In 1996, NSA and the City of Hastings cooperatively conducted the National Men's Fast-Pitch Class B Tournament; in a successful and award-winning manner. In 1997, the City and NSA will cooperatively conduct the ASA Men's Class B Slow-Pitch Softball National Tournament.

Planning and conducting the 1996 tournament was a learning experience for NSA, the City, and many supportive volunteers, all of whom dedicated countless hours to this event. As a result of lessons learned from the 1996 National Tournament, The City and NSA believe that it would be beneficial to supplement the Operating Agreement each time that the City and NSA co-sponsor an event to clearly define and establish the responsibilities and obligations of the City of Hastings, NSF, and NSA.

This addendum shall pertain to the 1997 ASA Men's Class B Slow-Pitch Softball National Tournament.

IT IS AGREED BETWEEN THE PARTIES that the Operating Agreement is amended to add 24. 1997 ASA Men's Class B Slow-Pitch Softball National Tournament as follows:

24. 1997 ASA Men's Class B Slow-Pitch Softball National Tournament -

- 1) The City and NSF shall cooperate and share responsibilities in the organization and administration to plan, and conduct the 1997 ASA Men's Class B Slow-Pitch Softball National Tournament.
- 2) The City and NSF have developed a budget for said event that is agreeable to both parties. The budget shall include all items necessary for the successful conduct of the event such as supplies, staff, officials, promotional materials, and lodging, but shall not include items that are part of the normal overhead associated with the City or NSF, such as salary charges for the City Parks and Recreation Director or the Nebraska State Softball Commissioner.

Said budget is attached hereto, and made a part of this First Addendum.

- 3) All net income earned by said event, after paying all expenses associated with the event shall be evenly divided between the City and NSF. Any losses incurred after paying all expenses associated with the event shall be evenly shared and reimbursed by the City and NSF up to the maximum limits established in Section 13 E of the Operating Agreement.

Effective Date of Addendum

The effective date for this Addendum shall be the date on which both parties have executed it.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on this 11 day of SEPTEMBER, 1997.

City of Hastings, Nebraska
A Municipal Corporation

Nebraska Softball Foundation

By: J. Phillip Odom

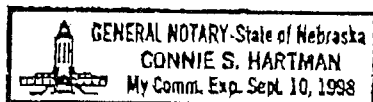
J. Phillip Odom, Mayor

By: O.W. "Bill" Smith

O.W. "Bill" Smith
Nebraska State Commissioner

State of Nebraska)
County of Adams)

The foregoing instrument was acknowledged before me on September 8, 1997 by J. Phillip Odom, Mayor of the City of Hastings, Nebraska, a Municipal Corporation on behalf of the City of Hastings.



Connie S. Hartman
Notary Public

OPERATING AGREEMENT

THIS AGREEMENT is made this 7th day of February, 2024, by and between the CITY OF HASTINGS, NEBRASKA, A Municipal Corporation (City) and the NEBRASKA SOFTBALL FOUNDATION, A Nebraska Non Profit Corporation (NSF).

1. Lease. City leases the real estate to NSF for a term of ten (10) years commencing this date consistent with the agreements stated herein.

2. Maintenance of Facility. Except as otherwise provided herein, the City shall, at its expense, maintain the Facility, which responsibility shall include by description and not limitation:

- A. Providing maintenance personnel as needed.
- B. Mowing and maintenance (i.e., watering fields, dragging infields, fertilizing, aerating, top dressing, and chemical application) of all athletic fields and common areas.
- C. Cleaning of public areas including restrooms.
- D. Pay all utility costs for use of utility services for the entire Facility including improvements.
- E. Handling and removal of all waste.
- F. Purchase and provide supplies needed in connection with its responsibilities hereunder.

It shall be the obligation of NSF or its third - party contractor to provide all maintenance and supplies for the concession areas.

3. Repair and Replacement. NSF will pay all costs of necessary repairs or replacement other than such as constitute normal maintenance and are the obligation of the City; provided, the City will, to the extent its own equipment and personnel have the capability, provide the services necessary to replace lights or light fixtures with materials provided by NSF. NSF may request and the City may approve joint repair and/or replacement projects when it is determined to be in the best interest of both parties. Provided further, any repairs or replacements necessitated due to negligence on the part of City, its employees, agents or representatives shall be made at the expense of City.

4. Complex Improvements. NSF will fund and be responsible for all capital improvements which includes project research, hiring of contractors, and project oversight.

5. Equipment. The City shall bear the primary responsibility for providing the personnel and equipment needed to maintain the Facility; provided, however, NSF agrees to provide specialty equipment, not owned or leased by the City, including infield maintenance equipment, which equipment may include infield dragging equipment and/or utility vehicles.

6. Insurance. NSF agrees to keep the improvements insured against loss or damage by fire and such other risks, casualties and hazards as are customarily covered by builders' risk and 'all risk' coverage policies in an amount not less than the replacement cost of such improvements.

The parties hereto waive and release any and all rights of recovery against the other, and agree not to seek to recover from the other or to make any claim against the other, for any loss or damage incurred by the waiving/releasing party to the extent such loss or damage is insured under any insurance policy required by this Agreement or which would have been so insured had the party carried the insurance it was required to carry hereunder. The insurance policies required by this Agreement shall contain no provision that would invalidate or restrict the parties' waiver and release of the rights of recovery in this section. The parties hereto covenant that no insurer shall hold any right of subrogation against the parties hereto by virtue of such insurance policy.

Prior to using the premises for any activities, NSF shall procure, and at all times while on premises, maintain with insurers with an AM Best Rating of A-VII or higher, the following minimum insurance insuring NSF against liability from damages because of injuries, including death, suffered by persons, and liability from damages to property arising from and in any way connected with NSF use of the premises, including its subcontractors' and suppliers' operations.

General Liability – Limits of at least:

\$1,000,000 Per Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Completed Operations Aggregate
\$1,000,000 Personal and Advertising Injury

- Coverage shall be provided by a standard form Commercial General Liability Policy covering bodily injury, property damage including loss of use, and personal injury.
- City and their respective agents, officers, directors and employees shall be named as Additional Insured on a primary and non-contributory basis including completed operations
- Waiver of subrogation in favor of City included

NSF shall supply a certificate of the existence of such insurance coverage, which certificate will state that coverage shall not be terminated by the insurer except upon ten days' written notice to both the insured and the party to whose benefit the certificate of insurance runs.

7. Concessions and Souvenirs. NSF shall have the right to the sale of all concessions and souvenirs within the confines of the Facility upon the following terms and conditions:

- A. NSF shall have the right to enter into one or more agreements with third parties for the operation or management of such activities.
- B. The City shall be provided with a copy of any agreement between NSF and a third party for the operation or management of these activities, and the City, through its City Administrator or Director of Parks & Recreation, shall have the right to review and make comments on said agreement.
- C. NSF agrees that it shall operate or provide for operation of the concessions during any event sponsored by either party to this Agreement.

8. Advertising. The parties agree that advertising of the Facility shall be governed by the following:

- A. Either party shall have the right to advertise and promote the existence of the Facility and the various events conducted at the Facility.
- B. The party which sponsors an event or activity shall have the right to produce programs, sell program advertising and retain any revenues derived therefrom.
- C. The City may sell and retain funds derived from advertising on the outfield fences. NSF shall have the right to approve advertisers, prior to installation of advertising.

9. Events. Either party shall have the right to sponsor events or activities at the Facility subject to the following:

- A. All scheduling shall be coordinated with events or activities scheduled or to be scheduled by the other party to this Agreement.
- B. The parties shall notify each other as to all events scheduled. In the event of conflict, NSF shall have priority for all events scheduled prior to March 1 of each year to occur in the ensuing year. As to events scheduled March 1

and after, each party shall notify the other in writing as to all such scheduled events and priority shall be determined based on time of such written notification as to all events for dates not scheduled prior to March 1.

- C. The sponsor of any event or activity shall be responsible for appointing and providing a qualified event director and all support staff other than field maintenance personnel, and for scheduling and coordination, and the event sponsor shall be entitled to all gate receipts and/or fees.
- D. The City agrees to promote the use of the Facility on weekdays and on open weekends.
- E. The City may establish, charge and retain a user fee for private invitational tournaments and NSA-sponsored non-championship events utilizing the Facility.
- F. Only USA Softball or an allied or affiliated member may rent the complex. As of the date of this agreement the NCAA, NAIA, and the Nebraska High School Activities Association are all Allied members.
- G. The City Parks & Recreation Department may use the fields at no charge for any leagues, tournaments, and/or special events.

10. Weekend Tournaments. Each party will have the following responsibilities:

- A. The City will provide maintenance personnel to drag and line fields, pick up trash, clean bathrooms, and set up temporary fences for all weekend tournaments.
- B. The tournament sponsor will be responsible for the hiring, scheduling, and training of all umpires, scorekeepers and gatekeepers.

11. Signs. Either party shall be permitted to locate signs on and about the premises subject to prior approval of the other as to size, content, construction and location. Prior approval on behalf of the City shall be determined by the Director of Parks & Recreation.

12. Notice. Any notice required hereunder shall be deemed delivered when mailed by first class mail, postage prepaid, and duly addressed as follows:

NSF: _____

City: _____

Nebraska Softball Assn.
4103 Osborne Dr E
Hastings, NE 68901

Director of Parks & Recreation
2015 West 3rd Street
Hastings, NE 68901

and

City Administrator
2727 W. 2nd Street, Ste 424
Hastings, NE 68901

13. Complex Manager. NSF shall designate an individual to serve as complex manager. The complex manager shall be responsible for maintaining the master schedule of events to be held at the Facility, maintaining the NSF complex, and addressing operational problems.

14. Renewal of Agreement. NSF shall have the option to renew this Agreement for two successive ten-year terms. The option shall exist separately as to each of the two terms. As to such option, NSF shall give City written notice at least one year prior to the end of the present term of its intent to renew. In the event NSF exercises such option, the parties shall negotiate in good faith in an effort to agree as to the terms and conditions of such extended term. In the event the parties can not agree as to all terms and conditions of such extended term, each shall select one qualified person, and the two thus selected shall select a third qualified person, and the three shall meet and agree as to the terms and conditions for the extended term, and such determination shall be binding on the parties. No person thus selected shall be an officer, employee or representative in any other capacity of NSF or City or member of NSF or resident of City. The parties shall equally share the cost of the third person, and each shall pay the cost of the person selected by them. In the event there is delay in reaching final determination as to the terms and conditions of the extended term, the terms and conditions then in effect shall continue until such final determination is made and, when such final determination is made, it shall be effective retroactive to the time of the ending of the last term and necessary adjustments made accordingly.

15. Termination. This Agreement may be terminated by either of the following methods:

A. By mutual agreement of the parties.

B. For default, upon ninety days' written notice by either party to the other; provided, however if the party against whom default is declared shall have cured or shall have given reasonable assurance that such default will be cured as soon as reasonably practice able prior to the expiration of the 90-day notice, then the Agreement shall not be terminated.

16. Rights Upon Termination. Upon termination, NSF shall have the right, but not the obligation, to remove any improvements install ed by it so long as it restores the premises, to the extent reasonably possible, to the condition which existed prior to installation of the improvement.

17. NSF and NSA. NSF is the party to this contract and has the obligations and rights granted hereunder. Nebraska Softball Association (NSA) conducts events and is involved in activities which relate closely to those involving NSF as described herein. Reference to NSF as to scheduled events, bids, use of the facility, and similar matters shall include NSA. Provided, all liability for performance hereunder remains with NSF.

18. Compliance With Law. All improvements will be constructed, maintained and used in accordance with local, state and federal laws. In particular, NSF understands that it must comply with the Hastings City Code, including all building, fire, electrical and plumbing codes.

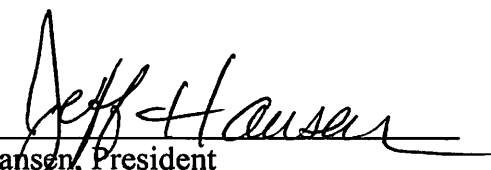
19. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other.

20. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

CITY OF HASTINGS, NEBRASKA
A Municipal Corporation

NEBRASKA SOFTBALL FOUNDATION

By: _____
Corey Stutte, Mayor

By: _____
Jeff Hansen, President
Nebraska Softball Foundation

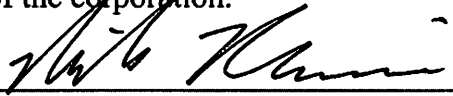
STATE OF NEBRASKA)
) S.S.
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2024, by Corey Stutte, Mayor of the City of Hastings, Nebraska, A Municipal Corporation, on behalf of the corporation.

Notary Public

STATE OF NEBRASKA)
) S.S.
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me on this 7 day of February, 2024, by Jeff Hansen, Nebraska Softball Foundation President, A Nebraska Non-Profit Corporation, on behalf of the corporation.



Notary Public

NICK KLEIN General Notary - State of Nebraska My Commission Expires Jul 25, 2025
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STATE OF NEBRASKA

COUNTY OF ...

I, the undersigned, being a duly qualified and acting Notary Public in and for the State of Nebraska, do hereby certify that the foregoing is a true and correct copy of the original of the same as the same appears from the records of the County of ...

STATE OF NEBRASKA

COUNTY OF ...

I, the undersigned, being a duly qualified and acting Notary Public in and for the State of Nebraska, do hereby certify that the foregoing is a true and correct copy of the original of the same as the same appears from the records of the County of ...

[Handwritten signature]

NICK KLEIN
General Notary - State of Nebraska
My Commission Expires Jul 28, 2022

Smith Softball Complex

City Expenses

Staffing

Sports Complex Supervisor (75%)	\$51,510.00
Parks MWI (75%)	\$31,698.00
Weekday Seasonal Workers (4-5)	\$33,600.00

Weekend Tournaments (14 weekends)

Youth	\$30,780.00
Adult	\$9,720.00
	\$157,380.00

Field Maintenance

Chemicals	\$10,944.00
Fertilizer	\$5,242.00
Top Dressing	\$3,652.00
	\$19,838.00

Utilities

(2023)	\$68,889.58
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2023 Total: \$246,107.58

Department: CRA
Staff Contact: Randy Chick
Council Meeting Date: 2/27/2024

AGENDA ITEM SUMMARY SHEET

Description of Item:

The City of Hastings is the grantee for Community Development Block Grant (CDBG) 21-DTR-007, the CDBG Downtown Revitalization project. The City is requesting an extension of the DED/City contract end date from 4/25/24 to 12/31/24. The need for an extension request is due to delays in receiving applications for the funds. The need for an extension of the contract end date has been discussed with DED program representatives. This is the first contract extension requested by the City.

Names of People/Business affected by this action:

City of Hastings, CRA

Why Council action is required:

The City of Hastings is the CDBG grant recipient. Per DED requirements, contract amendment requests must be approved by the local governing body.

Type of action requested:

Motion

Suggested motion:

Motion to approve

Deadlines associated with action:

The proposed activities cannot move forward until DED approves the amendment requests.

Department head comments:

City Administrator comments:

The last thing you want to happen when you receive a grant is to not spend it, as that can impact future opportunities to receive funding. I support the extension, knowing that even though some plans fell through, there are additional plans to spend the money.

February 26, 2024

Nebr. Department of Economic Development
245 Fallbrook Boulevard, Suite #002
Lincoln, NE 68521

RE: City of Hastings – Amendment Request
CDBG #21-DTR-007

ATTENTION: Gina Doose

Dear Gina:

Enclosed, please find a contract amendment request for the City of Hastings' DTR project. The amendment request is for an extension of time (award duration) of the project to December 31, 2024.

One DTR façade project has been completed. This project brought much needed improvements to a site on West 1st Street. Corner Building, LLC was the developer/applicant for that project. However, an extension request of time is needed to fully utilize the remaining CDBG funds for reasons stated below.

The CRA has been working for the past 1-2 years with two potential applicants on projects. Due to exorbitant costs, the first owner that had been in the "mix" for two years has now withdrawn and will not be accessing the DTR funds. The second potential applicant is finally making progress on potential improvements and will possibly submit plans in Q1 2024. Once plans are received and reviewed, an application is anticipated from the business. Additionally, the CRA recently acquired a downtown building where façade funds could potentially be utilized as an incentive to attract a business to the downtown building. This approach has proven very effective over the years. History proves that the funds will be successfully utilized; just more time is needed to do so.

The City Council has approved this amendment request. Minutes of the meeting are also attached. No additional local matching funds are required as a result of this amendment. The City will work to reduce future amendment requests.

If you have any questions, please feel free to contact our grant administrator, Lori Ferguson at South Central Economic Development District.

Sincerely,

Corey Stutte, Mayor

Department: Engineering
Staff Contact: Lee Vrooman
Council Meeting Date: 2/27/2024

AGENDA ITEM SUMMARY SHEET

Description of Item:

Resolution 2024-03 Accepting the work and certificate of the City Engineer in Water Extension District No. 2022-1.

Names of People/Business affected by this action:

City of Hastings
Property owners of record

Why Council action is required:

Statutory procedure, bond transcript requirement

Type of action requested:

Resolution

Suggested motion:

Motion to approve Resolution 2024-03 Accepting the work and certificate of the City Engineer in Water Extension District No. 2022-1.

Deadlines associated with action:

This action finalizes completion and certificate of costs and compliments proceedings for equalization to occur and must be filed prior to hearing notice.

Department head comments:

This action formally accepts the work and finalizes the cost of the water extension district. The total cost of Water Extension District 2022-1 (M Street) is \$299,347.71. Of this total cost, \$44,241.69 is General Obligation that will be paid by the City of Hastings and \$255,106.02 will be assessed to the adjacent property owners included in the district. General Obligation for this project is the portion of the water main that is in the intersections and ROW.

Recommend Approval

City Administrator comments:

Recommend approval

RESOLUTION NO. 2024-03

RESOLUTION ACCEPTING THE WORK AND THE CERTIFICATE OF THE CITY ENGINEER IN WATER EXTENSION DISTRICT NO. 2022-1 IN THE CITY OF HASTINGS, NEBRASKA

WHEREAS, the City of Hastings, Nebraska did heretofore enter into contract for the construction of improvements in Water Extension District No. 2022-1, which contract was duly approved by the Mayor and City Council and executed in accordance with such action.

WHEREAS, the contract for the work in Water Extension District No. 2022-1 has now been fully completed according to the terms and stipulations of the plans and specifications according to the reports and recommendations of the City Engineer.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Hastings, Nebraska that the certificate of completion and the recommendations of acceptance by the City Engineer and the work completed in Water Extension District No. 2022-1 be and hereby is accepted, and that the improvements constructed under the contract referred to above and the City Engineer's final statements of cost relative to said District be and hereby are accepted.

PASSED AND APPROVED this 27th day of February 2024.

Corey Stutte, Mayor

ATTEST:

Kimberly S. Jacobitz, City Clerk

(S E A L)

Approved as to form: _____
Jesse Oswald, City Attorney



February 20, 2024

Honorable Mayor and City Council
City of Hastings, Nebraska

RE: Certificate of Engineer

Ladies and Gentlemen:

I hereby certify that the construction in Water Extension District 2022-1 in the City of Hastings, Nebraska has been completed in accordance with the terms and stipulations given in the plans and specifications for such work. I recommend that the work completed be accepted and approved by the Mayor and Council of the City of Hastings, Nebraska. I submit the following statement of costs in connection with the construction of Water Extension District 2022-1 in the City of Hastings, Nebraska:

Contractor's Final Estimate	\$287,770.71
Engineering & Inspection	\$ 4,403.15
Water Tests, Turning of Valves, etc.	\$ 3,906.33
Advertisement, Legal, Title Searches, etc.	\$ 3,267.52
TOTAL COST OF DISTRICT	\$299,347.71

The total cost of the district should be divided as follows:

Total Assessments	\$255,106.02
General Obligation	\$ 44,241.69
	<u>\$299,347.71</u>

Respectfully Submitted,

Lee Vrooman, P.E.
Director of Engineering/City Engineer



Department: Engineering
Staff Contact: Lee Vrooman
Council Meeting Date: 2/27/2024

AGENDA ITEM SUMMARY SHEET

Description of Item:

Resolution No. 2024-04 accepting the schedule of assessments as prepared by the City Engineer for special assessments proposed to be levied in Water Extension District No. 2022-1 and setting a hearing date relative to the levy of said special assessments

Names of People/Business affected by this action:

City of Hastings
Property Owners

Why Council action is required:

Statutory procedure, bond transcript requirement

Type of action requested:

Resolution

Suggested motion:

Motion to approve Resolution No. 2024-04 accepting the schedule of assessments as prepared by the City Engineer for special assessments proposed to be levied in Water Extension District No. 2022-1 and setting a hearing date relative to the levy of said special assessments

Deadlines associated with action:

Equalization to begin cash flow back to the City for reimbursement of project costs.

Department head comments:

This action accepts the schedule of assessments for Water Extension District No. 2022-1, M Street, and sets up the hearing date for the Board of Equalization for April 8, 2024. Attachments detail the assessment for each property in the district. Subsequent action will be required at the April 8th meeting to finalize the assessments. Notices will be sent to each property owner in the district informing them of the date of the public hearing for the Board of Equalization.

Recommend Approval

City Administrator comments:

Recommend approval

RESOLUTION NO. 2024-04

RESOLUTION ACCEPTING THE SCHEDULE OF ASSESSMENTS AS PREPARED BY THE CITY ENGINEER FOR SPECIAL ASSESSMENTS PROPOSED TO BE LEVIED IN WATER EXTENSION DISTRICT NO. 2022-1 IN THE CITY OF HASTINGS, NEBRASKA AND SETTING A HEARING DATE RELATIVE TO THE LEVY OF SAID SPECIAL ASSESSMENTS

BE IT RESOLVED by the Mayor and City Council of the City of Hastings as follows:

Section 1. That the City of Hastings has heretofore accepted the work of the contractor in Water Extension District No. 2022-1 and the City Engineer has prepared and presented to the Mayor and City Council a schedule of assessments proposed to be levied in said District.

Section 2. That said schedule of assessments in Water Extension District No. 2022-1 are hereby ordered to be received and placed on file in the City Offices.

Section 3. That the Mayor and City Council will meet as a Board of Equalization at 5:30 o'clock p.m., on the 8th day of April 2024, at the Hastings Municipal Airport, 3300 W 12th Street in Hastings, Nebraska.

Section 4. That the attached notice of said meeting and hearing is hereby approved and the City Clerk is authorized and instructed that said notice be published in two (2) issues of the Hastings Daily Tribune newspaper as provided by law, on dates to be established by the City Clerk.

Section 5. That the City Clerk be and hereby is instructed to mail a copy of said Notice to all known resident and non-resident owners of property in Water Extension District No. 2022-1 and to any other party appearing to have a direct interest in such action or proceedings.

Section 6. That at said time and place, the Mayor and City Council of said City will grant a hearing to all persons interested and will pass a resolution making said special assessments as provided by law.

Passed and approved this 27th day of February 2024.

Corey Stutte, Mayor

ATTEST:

Kimberly S. Jacobitz, City Clerk

(S E A L)

Approved as to form: _____
Jesse Oswald, City Attorney

ASSESSMENT SCHEDULE
WATER EXTENSION DISTRICT 2022-1
M STREET WATER EXTENSION

		Total	General Obligation Utility	Frontage Assessment
1	Construction Costs (Contractor's Final	\$287,770.71		\$287,770.71
2	General Obligation - Oversized Pipe			\$0.00
3	General Obligation - Intersections		\$44,241.69	\$0.00
4	Engineer Construction Staking / Insp	\$4,403.15		\$4,403.15
5	Water Test, Turning Valves, Install	\$3,906.33		\$3,906.33
7	Title Searches	\$3,200.00		\$3,200.00
8	Legal Advertising / Press releases	\$67.52		\$67.52
	Total Cost of Street Improvement District =	\$299,347.71	\$44,241.69	\$255,106.02

Assessable	Lin. Feet Frontage
\$255,106.02	3105

Price per Lin. Ft.	\$82.1597476077
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ASSESSMENT by LOTS
WATER EXTENSION DISTRICT 2022-1
M STREET WATER EXTENSION

Block	Lot	Street	Addition, Subdivision, or Legal Description	Frontal Footage in Feet	Equiv. frontage in feet	Owner	Assessment amount Price per foot =	Total Due
							\$82.1597476077	
20	12	M	VEITHS PARK ADDITION	150	150	BECKER LEASING LLC	\$12,323.96	\$12,323.96
20	11	M	VEITHS PARK ADDITION	150	150	BECKER LEASING LLC	\$12,323.96	\$12,323.96
19	12	M	VEITHS PARK ADDITION	150	150	BECKER LEASING LLC	\$12,323.96	\$12,323.96
19	11	M	VEITHS PARK ADDITION	150	150	BECKER LEASING LLC	\$12,323.96	\$12,323.96
18	12	M	VEITHS PARK ADDITION	150	150	BECKER LEASING LLC	\$12,323.96	\$12,323.96
18	11	M	VEITHS PARK ADDITION	150	150	BECKER LEASING LLC	\$12,323.96	\$12,323.96
17	12	M	VEITHS PARK ADDITION	150	150	BECKER LEASING LLC	\$12,323.96	\$12,323.96
17	11	M	VEITHS PARK ADDITION	150	150	BECKER LEASING LLC	\$12,323.96	\$12,323.96
	3	M	ANDERSON & SMITH SECOND SUBDIVISION	262.58	262.58	BECKER LEASING LLC	\$21,573.51	\$21,573.51
		M	A tract of land located in part of the Southwest Quarter of the Northwest Quarter (SW¼ NW¼) of Section Twenty-Four (24), Township Seven (7) North, Range Ten (10) West of the 6th P.M., Adams County, Nebraska, and more particularly described as follows: Commencing at the West 1/16 corner of the Northwest Quarter (NW¼); thence on an assumed bearing of N88°56'43"E, along the North line of the SW¼ NW¼, 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 NW¼ 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.	693.85	693.85	ADAMS COUNTY	\$57,006.54	\$57,006.54
		M	A tract of ground in the Northwest Quarter (NW¼) of Section Twenty-four (24), Township Seven (7) North, Range Ten (10) West of the 6th P.M., Adams County, Nebraska, described as follows: Beginning at the intersection of the South line of the N½ NW¼ of said section and the East line of Highway 281, as said line is described in Deed to the State of Nebraska, recorded in Book 122, Page 533, Deed Records of said county; running thence East along said South line of the N½ NW¼ a distance of 1,592 feet; thence Southerly on a straight line straight line approximately 1321.5 feet to the North line of the SW¼ of said section; thence West along said North line of SW¼ a distance of 1567 feet to said East line of Highway 281; thence Northerly along said East line of Highway #281 a distance of 1322 feet to the Point of Beginning; EXCEPT the North Thirty Feet (N30') thereof, which was deeded to the City of Hastings, Nebraska for road purposes, as shown in Deed recorded November 10, 1964 in Deed Book 172, Page 425; AND EXCEPT a tract of land located in part of the Southwest Quarter of the Northwest Quarter (SW¼ NW¼) of said Section 24, conveyed by Warranty Deed filed as Instrument No. 20160123, and more particularly described as follows: Commencing at the West 1/16 corner of the Northwest Quarter (NW¼); thence on an assumed bearing of N88°56'43"E, along the North line of the SW¼ NW¼, 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 NW¼ 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.	834.36	834.36	HASKIN KAREN MAY KONECHNE TRUSTEE JERRY RICHARD HASKIN TEST TRUS	\$68,550.81	\$68,550.81
		M	U.S. HWY 281 R.O.W.	55.01	55.01	NEBRASKA DOT (Paid By City Of Hastings)	\$4,519.61	\$4,519.61
		M	U.S. HWY 281 R.O.W.	59.2	59.2	NEBRASKA DOT (Paid By City Of Hastings)	\$4,863.86	\$4,863.86

CITY OBLIGATION
WATER EXTENSION DISTRICT 2022-1
M STREET WATER EXTENSION

Item	Decsription	Quantity	Cost per Unit	Total	Utility Quantity	Utility Portion Over-sized	Assessable
1	10" CL-52 DIP Water Main	1687.00	\$77.04	\$129,966.48		\$0.00	\$129,966.48
2	10" CL-52 DIP Restained Joint Water Main	316.00	\$82.62	\$26,107.92		\$0.00	\$26,107.92
3	20" Steel Casing tw=0.25"	200.00	\$425.19	\$85,038.00		\$0.00	\$85,038.00
4	10" Gate Valve and Box	5.00	\$3,245.50	\$16,227.50		\$0.00	\$16,227.50
5	6" Gate Valve and Box	2.00	\$1,711.09	\$3,422.18		\$0.00	\$3,422.18
6	Fire Hydrant (6'-6" bury)	2.00	\$6,038.91	\$12,077.82		\$0.00	\$12,077.82
7	Compact Fittings	1175.00	\$8.83	\$10,375.25		\$0.00	\$10,375.25
8	10" Foster Adaptor	7.00	\$319.02	\$2,233.14		\$0.00	\$2,233.14
9	6" Foster Adaptor	2.00	\$167.00	\$334.00		\$0.00	\$334.00
10	10" Mega Lug	14.00	\$142.03	\$1,988.42		\$0.00	\$1,988.42
11	1" Sampling Tap	0.00	\$653.67	\$0.00		\$0.00	\$0.00
12						\$0.00	\$0.00
13						\$0.00	\$0.00
14						\$0.00	\$0.00
15						\$0.00	\$0.00
16						\$0.00	\$0.00
17						\$0.00	\$0.00

Final Estimate = \$287,770.71

Totals =	\$287,770.71	\$0.00	\$287,770.71
-----------------	---------------------	---------------	---------------------

M St. / Boston Ave.	70	0.50	35
M St. / New York Ave.	70	0.50	35
M St. / Garfield Ave.	70	0.50	35
M St. / Chicago Ave.	70	0.50	35
M St. / Bellevue Ave.	70	0.50	35
M St. / U.S. HWY 281	132.94	1.00	132.94

307.94

Final Est. minus oversize =	\$287,770.71
Total Lin Feet Laid =	2003
Cost of Project per Lin. Ft. =	\$143.669850
General Oblig. Footage =	307.94
General Oblig. Costs =	\$44,241.69



February 20, 2024

Honorable Mayor and City Council
City of Hastings, Nebraska

RE: Certificate of Engineer

Ladies and Gentlemen:

I hereby certify that the construction in Water Extension District 2022-1 in the City of Hastings, Nebraska has been completed in accordance with the terms and stipulations given in the plans and specifications for such work. I recommend that the work completed be accepted and approved by the Mayor and Council of the City of Hastings, Nebraska. I submit the following statement of costs in connection with the construction of Water Extension District 2022-1 in the City of Hastings, Nebraska:

Contractor's Final Estimate	\$287,770.71
Engineering & Inspection	\$ 4,403.15
Water Tests, Turning of Valves, etc.	\$ 3,906.33
Advertisement, Legal, Title Searches, etc.	\$ 3,267.52
TOTAL COST OF DISTRICT	\$299,347.71

The total cost of the district should be divided as follows:

Total Assessments	\$255,106.02
General Obligation	\$ 44,241.69
	<u>\$299,347.71</u>

Respectfully Submitted,

Lee Vrooman, P.E.
Director of Engineering/City Engineer



Department: Engineering
Staff Contact: Lee Vrooman
Council Meeting Date: 2/27/2024

AGENDA ITEM SUMMARY SHEET

Description of Item:

Ordinance No. 4751 Creating Street Improvement District No. 2023-1, M Street-Baltimore Ave to 815 feet East.

Names of People/Business affected by this action:

City of Hastings
Property Owners

Why Council action is required:

Council approval is required

Type of action requested:

Ordinance

Suggested motion:

Motion to approve Ordinance No. 4751 Creating Street Improvement District No. 2023-1, M Street-Baltimore Ave to 815 feet East.

Deadlines associated with action:

Department head comments:

This ordinance will create Street Improvement District No. 2023-1. The project will include 9" paving with curb and gutter from the intersection of M Street and Baltimore Avenue to a distance of 815 feet east. Notices of district creation will be sent out to property owners in the district. The schedule for construction will be dependent on contractor availability.

Recommend Approval

City Administrator comments:

Recommend approval

ORDINANCE NO. 4751

AN ORDINANCE OF THE CITY OF HASTINGS, NEBRASKA CREATING STREET IMPROVEMENT DISTRICT NO. 2023-1; DEFINING THE BOUNDARIES AND LIMITS THEREOF; PROVIDING FOR PAVING, GRADING, CURBING, GUTTERING AND OTHER NECESSARY AND INCIDENTAL WORK; APPROVING PLANS, SPECIFICATIONS, AND ESTIMATES OF COST; PROVIDING FOR THE SECURING OF BIDS; PROVIDING FOR THE PAYMENT OF SUCH IMPROVEMENTS AND OTHER INCIDENTAL EXPENSES BY THE ISSUANCE OF WARRANTS, BOND ANTICIPATION NOTES AND BONDS; PROVIDING FOR ASSESSMENT OF THE COSTS OF SUCH IMPROVEMENTS AGAINST THE PROPERTY SPECIALLY BENEFITED THEREBY AND THE LEVY OF GENERAL TAXES; PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND RELATED MATTERS

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

Section 1. Street Improvement District No. 2023-1 (the “**District**”) of the City of Hastings, Nebraska (the “**City**”) is hereby created pursuant to Sections 16-619 to 16-623, inclusive, Reissue Revised Statutes of Nebraska, as amended.

Section 2. The District shall include and encompass the designated portions of the following streets as defined and established as follows:

THE STREETS TO BE IMPROVED BY PAVING, GRADING, CURBING AND GUTTERING, DRAINAGE AND STORM SEWER, AND INCIDENTAL WORK CONNECTED THEREWITH ARE:

M Street east from the edge of Baltimore Avenue (Hwy 281), a distance of 815 feet; all within the outer boundaries of the District described below.

Section 3. The outer boundaries of the District are defined as follows:

A TRACT OF LAND LOCATED IN PART OF VEITH’S PARK ADDITION, PART OF ANDERSON & SMITH SECOND SUBDIVISION, AND A UNPLATTED TRACT ALL IN THE NORTHWEST QUARTER (NW ¼) OF SECTION TWENTY-FOUR (24) TOWNSHIP SEVEN (7) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., PARTIALLY LOCATED IN THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24 (WEST 1/16-NW ¼) THENCE S00°42’54”E (ASSUMED BEARING) ON THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 24, A DISTANCE OF 80.05 FEET, THENCE N88°58’59”E A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING N88°58’59”E A DISTANCE OF 807.72 FEET; THENCE N00°42’26”W A DISTANCE OF 152.99 FEET; THENCE S89°03’13”W A DISTANCE OF 807.74 FEET; THENCE S00°42’54”E A DISTANCE OF 153.98 FEET TO THE POINT OF BEGINNING, CONTAINING 2.85 ACRES MORE OR LESS.

Section 4. The City's Engineers have prepared detailed plans, specifications and an estimate of costs, all of which have been filed with the Clerk and are hereby approved.

Section 5. The City shall advertise for bids for the construction of the improvements to be made in the District in accordance with all applicable provisions of law. Upon acceptance of any such bid, the Mayor and Clerk are hereby authorized to enter into a contract for and on behalf of the City for the completion of such work. The Mayor and Council hereby reserve the right to reject any and all bids received.

Section 6. The improvements to be constructed in the District shall be made at public cost, but special assessments on the properties especially benefited thereby shall be levied to reimburse the City to the extent provided by law.

Section 7. For the purpose of paying the costs of the improvements to be made in the District, the Mayor and Council may issue warrants or bond anticipation notes of the City in the form and manner provided by law. To effect the final payment and retirement of such warrants and bond anticipation notes, or to pay for any of the improvements authorized herein, the Mayor and Council shall issue bonds in the manner and form provided by law and shall assess the costs of such improvements to the property in each District in proportion to the benefits derived from such improvements.

Section 8. After the passage and publication of this Ordinance, the Clerk shall publish in the Hastings Tribune, a newspaper of general circulation in the City, at least once each week for not less than three consecutive weeks, as provided by law, notice of the creation of the District in the form attached hereto (the "Notice").

Section 9. If the owners of record title representing more than 50% of the front footage of the property abutting or adjoining any streets, avenues or alleys which are within the District shall file with the Clerk within 20 days after the first publication of the Notice written objections to the creation of the District, the improvements proposed to be constructed therein shall not be made.

Section 10. If any section or other part of this Ordinance is for any reason held invalid, the invalidity thereof shall not affect the validity of any other provision of this Ordinance.

Section 11. All ordinances, resolutions or orders, or parts thereof in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

Section 12. This Ordinance shall be published in pamphlet form in the manner and form provided by law and shall take effect and be in full force from and after its due passage, approval and publication as provided by law.

[The remainder of this page intentionally left blank.]

PASSED AND APPROVED this ____ day of _____, 2024.

CITY OF HASTINGS, NEBRASKA

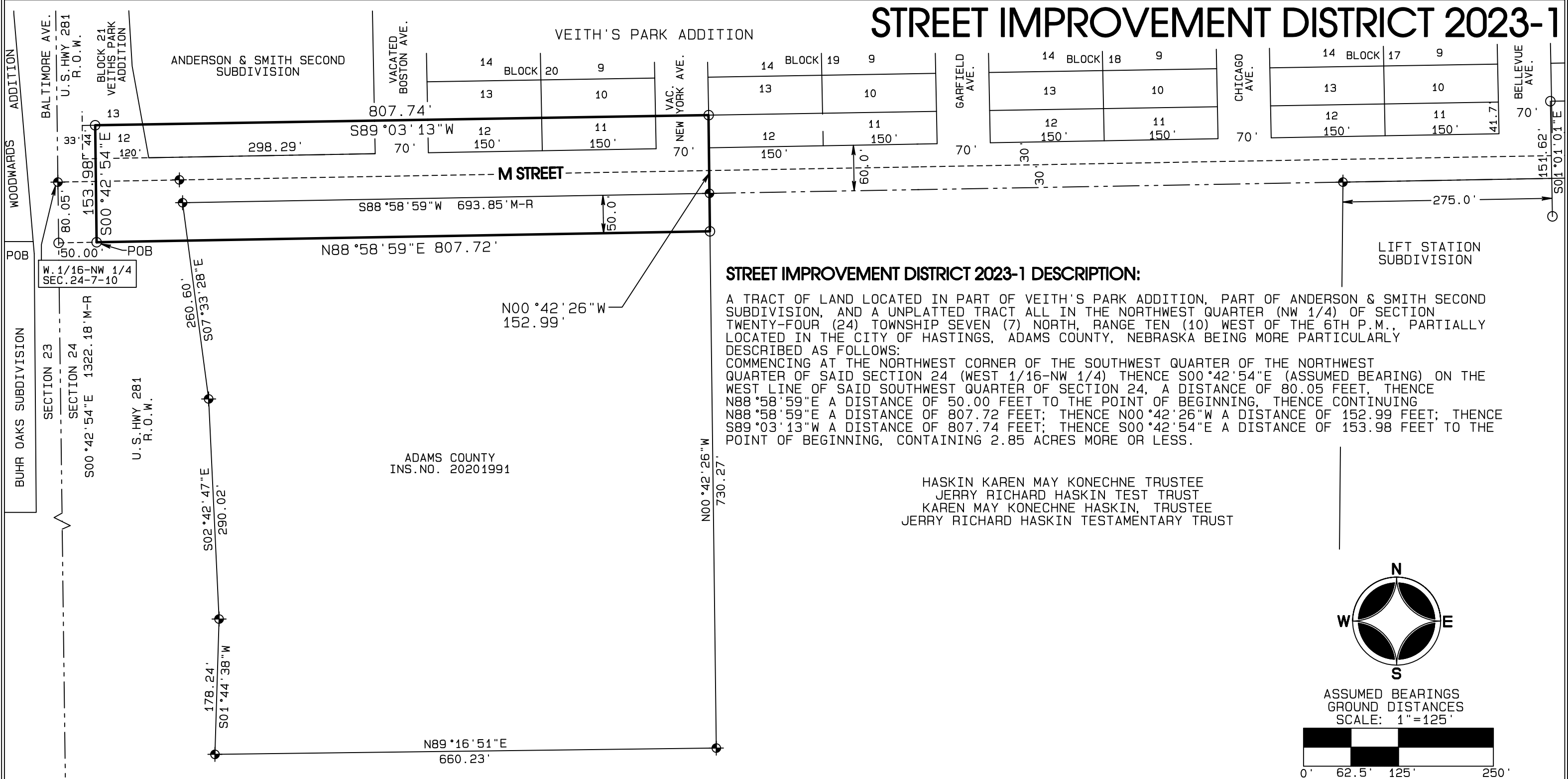
ATTEST:

By: _____
Clerk

By: _____
Mayor

[S E A L]

STREET IMPROVEMENT DISTRICT 2023-1



STREET IMPROVEMENT DISTRICT 2023-1 DESCRIPTION:

A TRACT OF LAND LOCATED IN PART OF VEITH'S PARK ADDITION, PART OF ANDERSON & SMITH SECOND SUBDIVISION, AND A UNPLATTED TRACT ALL IN THE NORTHWEST QUARTER (NW 1/4) OF SECTION TWENTY-FOUR (24) TOWNSHIP SEVEN (7) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., PARTIALLY LOCATED IN THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24 (WEST 1/16-NW 1/4) THENCE S00°42'54"E (ASSUMED BEARING) ON THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 24, A DISTANCE OF 80.05 FEET, THENCE N88°58'59"E A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING N88°58'59"E A DISTANCE OF 807.72 FEET; THENCE N00°42'26"W A DISTANCE OF 152.99 FEET; THENCE S89°03'13"W A DISTANCE OF 807.74 FEET; THENCE S00°42'54"E A DISTANCE OF 153.98 FEET TO THE POINT OF BEGINNING, CONTAINING 2.85 ACRES MORE OR LESS.

HASKIN KAREN MAY KONECHNE TRUSTEE
JERRY RICHARD HASKIN TEST TRUST
KAREN MAY KONECHNE HASKIN, TRUSTEE
JERRY RICHARD HASKIN TESTAMENTARY TRUST

SURVEYOR'S CERTIFICATE:

I, HEREBY CERTIFY THAT THIS PLAT OF A SURVEY WAS MADE BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE, AND THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA. COMPLETED ON APRIL 26TH, 2023.

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



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

GPS PROJECT # 011-2023
SHEET 1 OF 1

LEGEND :

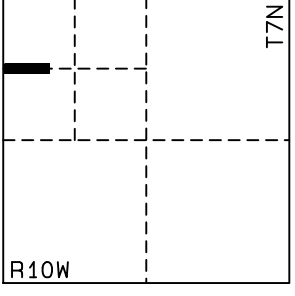
- M-MEASURED DISTANCE
- R-RECORD DISTANCE
- G-GOVERNMENT DISTANCE
- P-PLATTED DISTANCE
- D-DEED DISTANCE

● FOUND CORNER

○ CALCULATED POINT

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

VICINITY SKETCH
ADAMS COUNTY
SECTION 24



Department: Engineering
Staff Contact: Lee Vrooman
Council Meeting Date: 2/27/2024

AGENDA ITEM SUMMARY SHEET

Description of Item:

Resolution No. 2024-05 approving the plans, specifications and authorization to advertise for bids for Street Improvement District 2023-1, M Street

Names of People/Business affected by this action:

City of Hastings
Property Owners

Why Council action is required:

Council approval is required

Type of action requested:

Resolution

Suggested motion:

Motion to approve Resolution No. 2024-05 approving the plans, specifications and authorization to advertise for bids for Street Improvement District 2023-1, M Street

Deadlines associated with action:

Department head comments:

Plans and specifications for Street Improvement District No. 2023-1, M Street, have been completed and are included in the packet. The bid opening date for this work will be March 20, 2024, with an award date of April 8, 2024. The plans and specifications are being brought before the council because the project is part of a district.

Recommend Approval

City Administrator comments:

Recommend approval

RESOLUTION 2024-05

RESOLUTION APPROVING THE PLANS, SPECIFICATIONS AND AUTHORIZATION TO ADVERTISE FOR BIDS FOR STREET IMPROVEMENT DISTRICT 2023-1 M STREET 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 2023-1 M Street 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 27th day of February 2024.

Corey Stutte, Mayor

ATTEST:

Kimberly S. Jacobitz, City Clerk

(S E A L)

Approved as to form:

Jesse Oswald, City Attorney

**CONTRACT DOCUMENTS
&
TECHNICAL SPECIFICATIONS**

2-15-24



**PROJECT NO
CH 2024-08**

**STREET IMPROVEMENT DISTRICT
2023-1 M STREET PAVING**

CITY OF HASTINGS

**Proposals Will Be Opened Promptly At
1:30 PM, Wednesday, March 20, 2024**



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Drawings and Plans	55 & Up

ADVERTISEMENT FOR BIDS

The City of Hastings, Nebraska, will receive bids for the concrete portion of the **M Street Paving, CH 2024-08 (Street Improvement District 2023-1)** until 1:30 p.m. at the City of Hastings, 1228 N Denver Ave., Hastings, Nebraska, on Wednesday, March 20, 2024 at which time and place all bids will be publicly opened and read aloud. Brief description of project: **M Street Paving east of US Hwy 281 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 City of Hastings 1228 N Denver 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 resources that bidder commits to the project.

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

DATED AT HASTINGS, NEBRASKA, this 28th day of February, 2024.

CITY OF HASTINGS, NEBRASKA

Kimberly S Jacobitz, City Clerk

Publish:

March 1, 2024

March 8, 2024

Furnish 2 proofs of publication

IMPORTANT MAILING (OR HAND DELIVERY) INSTRUCTIONS

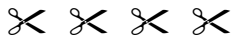
Please address your return envelope as shown in the example below. All bids must be sealed in a properly marked envelope.

To hand deliver, please drop off between the hours of 8am – noon and 1-5pm Monday through Friday.

Your Return Address

City of Hastings
Attn: Renae Griess
1228 N Denver 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: Renae Griess

Contract No: Street Improvement Dist 2023-1 M Street Paving, CH 2024-08

Bid Opens: Wednesday, March 20, 2024 @ 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 of Hastings prior to 1:30 pm deadline.

IF YOU HAVE QUESTIONS OR NEED HELP ON THESE SPECIFICATIONS
PLEASE CONTACT ANY OF THE FOLLOWING:

TECHNICAL QUESTIONS

Steve Riehle- Lead Engineer of Public Works
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# 402-462-2330
Email: bidquestions@cityofhastings.org

GENERAL QUESTIONS OR REQUESTS

Rena Griess
Engineering Admin Assistant
Ph# 402-462-3665
Email: bidquestions@cityofhastings.org

INSTRUCTIONS FOR BIDDERS

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

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

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

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, they 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.

PROPOSAL FOR
Street Improvement District 2023-1 M Street Paving
Contract No. CH 2024-08

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

Bid Opening: March 20, 2024 (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.**

“M” Street Improvement District 2023-01 (Project CH 2024-08)					
Item	Description	Qty	Unit	Unit Price	Total
1	Mobilization	1	LS		
2	Remove Asphalt Surface	377	SY		
3	Remove Drive	249	SY		
4	Crushed Concrete Surface	80	Ton		
5	Build 9” P.C.C. Pavement 47-B-3500	3821	SY		
6	Build 8” Drive 47B-3500	220	SY		
7	Sub-Grade Preparation	3821	SY		
8	Class III R.C.P. 18” Storm Sewer Pipe	40	LF		
9	Class III R.C.P. 24” Storm Sewer Pipe	127	LF		
10	NDOT 8” Inlet	2	EA		
11	Storm Sewer Man Hole	1	EA		
12	Silt Fence	300	LF		
13	Traffic Control	1	LS		
GRAND TOTAL				\$	
In Words					

CH specs/CH 2024-08 M Street Paving
Date: 3/2024 City of Hastings, Hastings, NE

THIS BID DOCUMENT MUST BE SUBMITTED WITH BID

**PROPOSAL FOR
Street Improvement District 2023-1 M Street Paving
Contract No. CH 2024-08**

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: September 1, 2024

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.

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

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

OFFICIAL NAME & ADDRESS

_____	_____
Firm Name	Signature
_____	_____
Address	Typed or Printed Name
_____	_____
City, State, Zip	Title
_____	_____
Phone No.	Date
_____	_____
Fax No.	Email Address

ALL BIDS MUST BE CHECKED IN TO THE CITY OF HASTINGS
PRIOR TO 1:30 PM DEADLINE

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2024, 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 2024-08, M Street Paving (Paving Improvement District 2023-1)**.

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

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

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
_____	_____	City, State, Zip
Witness	_____	Name of Person Executing
	_____	Surety
ATTEST:	By: _____	
_____	Title: _____	

Nebraska Resale or Exempt Sale Certificate

for Sales Tax Exemption

RESET FORM

PRINT FORM

FORM
13

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

Check Type of Certificate

- ☐ Single Purchase If single purchase is checked, enter the related invoice or purchase order number _____.
- ☐ Blanket If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

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

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

Section A—Nebraska Resale Certificate

Description of Property or Service Purchased

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

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

Description of Product Sold, Leased, or Rented

of _____

My Nebraska Sales Tax ID Number is 01-_____.

If none, state the reason _____,

or Foreign State Sales Tax Number _____ State _____.

Section B—Nebraska Exempt Sale Certificate

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

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

Description of Property or Service Purchased

Intended Use of Property or Service Purchased

If exemption category 3 or 4 is claimed, enter your Nebraska Certificate of Exemption State ID number. 05-_____. Do **not** enter your Federal Employer ID Number.

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

Description of Items Sold	Date of Seller's Original Purchase	Was tax paid when purchased by seller? ☐ Yes ☐ No	Was item depreciable? ☐ Yes ☐ No
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Section C—For Contractors Only

1. Purchase of building materials or fixtures.

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

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

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

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

sign
here

Authorized Signature

Title

Date

Authorized Signature Name (please print)

Do not send this certificate to the Nebraska Department of Revenue. Keep it as part of your records.

Sellers cannot accept incomplete certificates.

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

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

Instructions

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

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

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

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

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

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

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

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

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

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

Exemption Categories

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

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

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

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

2. Purchases when the intended use renders it exempt. See [Nebraska Sales Tax Exemption Chart](#).
3. Purchases made by organizations that have been issued a [Nebraska Exempt Organization Certificate of Exemption](#) (Certificate of Exemption). [Reg-1-090, Nonprofit Organizations](#); [Reg-1-091, Religious Organizations](#); and [Reg-1-092, Educational Institutions](#), identify these organizations. These organizations are issued a Certificate of Exemption with a state ID number which must be entered in Section B of Form 13.

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

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

4. Purchases of motor vehicles, trailers, semitrailers watercraft, and aircraft used predominately as common or contract carrier vehicles; accessories that physically become part of the common or contract carrier vehicle; and repair and replacement parts for these vehicles. The exemption ID number must be entered in Section B of the Form 13. An individual or business that has been issued a common or contract carrier certificate of exemption may only use it to purchase those items described above prior to the expiration date on the certificate. The certificate of exemption expires every 5 years. (See [Nebraska Common or Contract Carrier Information Guide](#)).
5. Purchases of manufacturing machinery and equipment made by a person engaged in the business of manufacturing, including repair and replacement parts or accessories, for use in manufacturing. (See [Reg-1-107, Manufacturing Machinery and Equipment Exemption](#)).
6. Occasional sales of used business or farm machinery or equipment productively used by the seller as a depreciable capital asset for more than one year in his or her business. The seller must have previously paid tax on the item being sold. The seller must complete, sign, and give the Exempt Sale Certificate to the purchaser. (See [Reg-1-022, Occasional Sales](#)). The Form 13 must be kept with the purchaser's records for audit purposes.

Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax

RESET

PRINT

FORM
17

Section A – Purchasing Agent Appointment

Name and Address of Contractor			Name and Address of Exempt Governmental Unit or Exempt Organization		
Name			Name		
Street or Other Mailing Address			Street or Other Mailing Address		
City	State	Zip Code	City	State	Zip Code
Name and Location of Project			Appointment Information		
Name			Effective Date (See instructions)		
Street Address			Expiration Date		
City	State	Zip Code	Nebraska Exemption Number (Exempt Organizations Only)		

Provide the contract name, number, and a description of the project.

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

sign
here

Authorized Signature of Exempt Governmental Unit or Exempt Organization

Title

Date

Section B — Delegation of Contractor's Authority A contractor can delegate its authority to its subcontractor.

Name and Address of Subcontractor			Delegation Information for the Project Identified in Section A		
Name			Effective Date		
Street or Other Mailing Address			Expiration Date		
City	State	Zip Code	Portion of Project		

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

sign
here

Signature of Contractor or Authorized Representative

Title

Date

Name and Address of Subcontractor			Delegation Information for the Project Identified in Section A		
Name			Effective Date		
Street or Other Mailing Address			Expiration Date		
City	State	Zip Code	Portion of Project		

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

sign
here

Signature of Subcontractor or Authorized Representative

Title

Date

Name and Address of Subcontractor			Delegation Information for the Project Identified in Section A		
Name			Effective Date		
Street or Other Mailing Address			Expiration Date		
City	State	Zip Code	Portion of Project		

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

sign
here

Signature of Subcontractor or Authorized Representative

Title

Date

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.

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 Proposal Guaranty. The security furnished by the bidder with his proposal for a project, as a guaranty that he will enter into a contract for the work if his proposal is accepted.

1.125 Right-of-Way. The land area which is reserved or secured by the City for constructing the work or for obtaining material therefore.

1.126 Special Provisions. Special directions, provisions or requirements peculiar to the project under consideration and not otherwise thoroughly or satisfactorily detailed or set forth in the specifications.

1.127 Specifications. The general term comprising all the directions, provisions, and requirements contained herein, together with such as may be added or adopted as supplemental specifications or special provisions, all of which are necessary for the proper performance of the contract.

1.128 Subcontractor. Any individual, firm, or corporation to whom the Contractor, with the written consent of the City, sublets any part of the contract.

1.129 Superintendent. The representative of the Contractor, present on the work at all times during progress, authorized to receive and fulfill instructions from the Engineer and capable of superintending the work efficiently.

1.130 Surety. The corporate body bound with and for the Contractor for the acceptable performance of the contract and the completion of the work, and for payment of all just claims arising therefrom.

1.131 Work. Work shall be understood to mean the furnishing of all labor, materials, equipment, paying all applicable city, state, and federal taxes, and other incidentals necessary or convenient to the successful completion of the project by the Contractor and the carrying out of all the duties and obligations imposed by the contract if applicable.

1.132 Working Day. Any day, except Saturdays, Sundays, and City of Hastings holidays. Working days for a project area shall be counted consecutively from project starting date.

1.133 Completion of the Work and Formal Acceptance by the City. Whenever the term "completion of the work and formal acceptance by the City" is used, it refers to and means the formal acceptance of the work by the Engineer and the City at the time the Contractor has all work under the contract completed and in place. Release of the final pay estimate shall constitute formal acceptance by the City.

1.134 Final Acceptance of the Work. Whenever the term "final acceptance of the work" is used, it refers to and means the time when the Engineer and City finally accept the work after the expiration of the time for which the Contractor guarantees to keep the work in repair.

1.135 Abbreviations.

A.A.S.H.O.	American Association of State Highway Officials
A.S.M.E.	American Society of Mechanical Engineers

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.

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 1-5 - CONTROL OF WORK

1.501 Authority of Engineer. The Engineer will decide any questions that arise with reference to the intent of the contract documents and compliance therewith. They will resolve all questions relating to materials, work, progress, disputes and mutual rights between contractors, fulfillment of contract and compensation, in accordance with the provisions of these specifications.

1.502 Plans and Working Drawings. The approved plans will be supplemented by such working drawings as are necessary to adequately control the work. It is mutually agreed that all authorized alterations affecting the requirements and information given in the approved plans shall be in writing.

Working drawings for any structure shall consist of such detailed plans as may be required of the Contractor for the execution of the work. These are not included in the plans furnished by the Engineer. They shall include shop details, erection plans, masonry, and form work. The Engineer's prior approval of the shop details must be obtained before any fabrication work involving these plans is performed. Erection plans, masonry layout diagrams, and plans for cribs, cofferdams, false work, centering and framework, as well as any other working drawings not previously mentioned, may be required of the Contractor and shall be subject to the Engineer's approval.

1.503 Alteration of Plans or of Character of Work. The Engineer shall have the right to make alterations in plans or character of work as may be considered necessary or desirable during the progress of the work to complete satisfactorily the proposed construction. Such alterations shall not be considered as a waiver of any conditions of the contract or invalidate any of the provisions thereof.

1.504 Coordination of Plans, Specifications, Special Provisions and Supplemental Specifications. These specifications, the supplemental specifications, the plans, special provisions, and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complimentary and to describe and provide for a complete work.

1.505 Cooperation of Contractor. The Contractor will be supplied a minimum of two sets of approved plans and contract assemblies, including special provisions, one set of which the contractor shall keep available on the work at all times.

The Contractor shall give the work the constant attention necessary to facilitate the progress thereof, and shall cooperate with the Engineer and other contractors in every way possible.

The Contractor shall at all times have on the work, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications, knowledgeable in the pertinent industry codes and standards, thoroughly experienced in the type of work being performed, who shall receive instructions from the Engineer or his authorized representatives.

The superintendent shall have full authority to execute the orders or directions of the Engineer without delay, and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Such superintendent shall be furnished irrespective of the amount of work sublet.

Before starting any work under this Contract, the Contractor shall file with the City a letter signed by an officer of the company (or City, or partner, as the case may be), giving the name, address, and telephone number of the superintendent who is to represent the Contractor in all matters with prosecution of the work and who is to officially receive on behalf of the Contractor, notices or directions issued by the City or its Engineer, and act upon them as required. If, during the life of the Contract, a change in superintendents is made by the Contractor, a new letter shall be filed simultaneously with the change.

1.506 Surveys. Lines and elevations shall be established by the Engineer before the work commences, and the Contractor shall obtain lines and elevation from the points so set by the Engineer. The Contractor shall furnish all stakes necessary for lines and elevations and necessary cooperation for the Engineer in setting same.

All property pins, section corners, right of way monuments, permanent bench marks (brass caps), and all other survey monuments disturbed or removed by the Contractor shall be replaced by a licensed Surveyor at the expense of the Contractor. The Contractor shall take all necessary precaution to maintain in good condition all survey monuments.

The Contractor will insure the Engineer or his representative is present to verify the elevation of each sanitary sewer manhole set or tied into. The Contractor will also insure the Engineer or his representative is present to verify the location of all utilities (highways, railroads, drainage, etc.) uncovered, crossed, or otherwise exposed during the completion of the project. The Contractor shall keep the Engineer or his representative abreast of activities so adequate response by the Engineer or his representative can be made without unduly delaying the construction process. A 24 hour notice may be enforced if sufficient time is not allowed by the Engineer or his representative to conduct all necessary field surveys.

1.507 Authority and Duties of Inspector. The City may appoint inspectors to represent the Engineer in the inspection of all materials used in and all work done under the contract. Such inspection may extend to any part of the work and to the preparation or manufacture of the materials to be used. The Inspector will not be permitted to modify in any way the provisions of the contract documents, nor to delay the work by failing to inspect materials and work with reasonable promptness. An inspector is placed on the work to keep the Engineer informed as to its progress and the manner in which it is being done; also, to call the Contractor's attention to any infringements of the contract documents. The Inspector will not act as foreman or perform other duties for the Contractor, not improperly interfere with the management of the work. He will not be authorized to approve or accept any portion of the work. In case of dispute between the Contractor and Inspector as to quality of materials or the manner of performing the work, the Inspector shall have authority to reject materials or suspend the work until the question at issue can be decided by the Engineer. Written notice of the suspension of work will be given to the Engineer and the Contractor.

Upon the failure of Contractor or its Subcontractors to comply with any of the requirements of this Contract (but not limited to quality or safety), the City shall have the authority to stop any portion of the work affected by such failure until such failure is remedied. If the City issues a Stop Work Order, the City shall not be liable for any costs or expenses claimed by Contractor arising out of such issuance. The construction schedule shall not be delayed or extended as a result of the City's issuance of a Stop Work Order.

1.508 Inspection of Work.

- a. The Contractor shall notify the City sufficiently in advance of backfilling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the City, the Contractor shall uncover for inspection and recover such facilities, all at his own expense.
- b. The Contractor shall furnish the Engineer with every reasonable facility for ascertaining whether the work is being performed in conformance with the contract documents. At any time before acceptance of the work, upon request of the Engineer, the Contractor shall remove or uncover such portions of the finished work as the Engineer may direct. After examination has been made, the Contractor shall restore such portions of the work to the standard required by the contract documents.
- c. Should it be considered necessary or advisable by the City any time before final acceptance of the entire work to make an examination of work already completed by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor and material. If such work is found to be defective in any important respect, due to fault of the Contractor or his Subcontractors, the Contractor shall defray all expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus fifteen (15) percent of such costs to cover superintendent's, general expenses and profit, shall be allowed the Contractor and he shall in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

1.509 Removal of Defective Work. Any defective work shall be removed and replaced at the Contractor's expense. Should the Contractor fail or refuse to remove defective work when so ordered by the Engineer, the Engineer shall have authority to order the Contractor to suspend further operations, and may withhold payment on estimates until such defective work has been removed and replaced in accordance with the plans and specifications. Continued failure or refusal on the part of the Contractor to correct defective work promptly shall be sufficient cause for the City to declare the contract in default, and to proceed to have the work completed in accordance with Article 1.808.

1.510 Final Inspection. Upon written notification by the Contractor or his authorized representative that the work is completed, the Engineer shall make a final inspection within 10 days of the completion of all work included in the contract. If the work is found not to be in accordance with the contract documents, the Engineer shall provide the Contractor with a "Punch List" of the particular defects to be remedied.

Once the Engineer and Contractor determines the work is completed a written Notice by the Engineer shall be given to the Contractor within 10 days of the completion of all work items.

1.511 Review By City. The City, its authorized representatives and agents shall at all time have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however, that all instructions and approval with respect to the work will be given to the Contractor only by the City through its authorized representatives or agents.

1.512 Quality Control. The contractor shall make every effort to provide control of the workmanship of the project. This shall include but not be limited to the following construction practices.

1. Concrete surfaces of sidewalks, paving, slab on grade and other related concrete work shall be smooth and constructed to the elevations as shown on the plans or as directed by the Engineer. An acceptable construction tolerance shall be agreed upon before work is to begin. The Contractor shall notify the Engineer 72 hours before any work is to begin which will involve concrete finishing.
2. Lines and grades of all pipes, conduits, casing, grading, etc. shall be constructed according to the plans or as directed by the Engineer. An acceptable construction tolerance shall be agreed upon before any pipeline, conduit installation, casing installation, or grading begins.

SECTION 1-6 - CONTROL OF MATERIALS.

1.601 Source of Supply and Quality Requirements. The materials used on the work shall meet all quality requirements of the contract. In order to expedite the inspection and testing of materials, the Contractor shall notify the Engineer of his proposed sources of materials prior to delivery. At the option of the Engineer, approval of the source or approval of materials at the source prior to delivery may be required. If it is found after trial that sources of supply for previously approved materials do not produce specified products or when conditions are such that the use of unfit materials cannot be prevented except by extraordinary inspection methods, the Contractor shall furnish materials from other sources. Before delivery is started and at any time during the process of preparation and use, the materials shall be subject to the approval of the Engineer.

All materials supplied shall be new and undamaged.

1.602 Storage of Materials. The Contractor shall be responsible for the care and storage of materials delivered on the work or purchased for use thereon. Any material that has been delivered on the work and has become damaged before actual incorporation in the work may be rejected by the Engineer even though it may previously have been accepted. Stored materials shall be so located as to facilitate thorough inspection.

1.603 Unacceptable Materials. All materials not conforming to the requirements of the specifications at the time they are to be used shall be considered as unacceptable and all such materials will be rejected and shall be removed immediately from the site of the work unless otherwise instructed by the Engineer. No rejected material, the defects of which have been corrected, shall be used until approval has been given.

1.604 Guarantee. Not Applicable

1.605 "Or Equal" Clause. Whenever, in any section of the contract documents, plans or specifications, any article, materials, or equipment is defined by describing a proprietary product or by using the name of a manufacturer or vendor, the term "or approval equal", if not inserted, shall be implied. The specified article, material, or equipment mentioned shall be understood as indicating the type, function, minimum standard or design, efficiency and quality desired, and shall not be construed in such a manner as to exclude manufacturer's products of comparable

quality, design and efficiency. The Engineer shall determine the acceptability of articles, materials or equipment proposed as equals.

1.606 Shop Drawings. The Contractor shall submit for review and approval all shop drawings as indicated in these specifications before the beginning of construction. Failure to submit shop drawings shall suspend payment of any materials delivered or installed. This includes delivery of materials in storage. These requirements will be strictly enforced.

SECTION 1-7 - LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

1.701 Laws to be Observed. The Contractor shall keep himself fully informed of, and at all times, shall observe and comply with all federal and state laws, all local bylaws, ordinances, and regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall protect and indemnify the City and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees. It shall be the responsibility of the Contractor to provide all safeguards, safety devices and protective equipment and to take any other needed actions as are reasonably necessary to protect the life and health of employees on the project.

Work Eligibility Status. As required under Nebraska LB 403 for any contract entered into after October 1, 2009 the Contractor must register and use a federal immigration verification system, such as the E-Verify Program or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

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

1.703 Permits. The Contractor shall procure and pay for all permits, licenses and bonds necessary for the execution of his work and/or required for municipal, state and federal regulations and laws.

1.704 Restoration of Surfaces Opened by Permit. Upon the presentation of a duly authorized and satisfactory permit from the City, which provides that all necessary repair work will be paid for by the party to whom such permit is issued, the Engineer may authorize the Contractor to allow parties bearing such permits to make openings in the street. The Contractor shall make in an acceptable manner all necessary repairs due to such openings, and such necessary work ordered by the Engineer shall be paid for as provided in these specifications.

1.705 Safety, Health and Sanitation. In the performance of his contract, the Contractor shall comply with all applicable federal, state and local laws governing safety, health and sanitation.

- a. The Contractor shall exercise proper precaution at all time for the protection of persons and property and shall be responsible for all damages to persons or property either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes and OSHA shall be observed, and the

Contractor shall take or cause to be taken such additional safety and health measures as the City may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction," published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws. The Contractor shall comply with the latest edition of Part VI of the Manual on Uniform Traffic Control Devices. The Contractor shall install plastic fence on open holes when directed by the Inspector. The Contractor shall wear hard hats and safety glasses at all times on the construction site.

- b. The Contractor shall maintain an accurate record all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the City with reports concerning these matters.
- c. The Contractor shall indemnify and hold harmless the City and the Engineer and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense 1) is attributed to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and 2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the City or the Engineer or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph "c" shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workmen's Compensation acts, disability benefit acts or employee benefit acts.

The obligation of the Contractor under this paragraph "c" shall not extend to the liability of the Engineer, his agents or employees arising out of 1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or 2) the giving of or failure to give directions or instructions by the Engineer, his agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

The Contractor shall immediately correct any unsafe conditions identified by the City. In the event the Contractor fails to immediately correct such unsafe conditions, the City may either have the unsafe conditions corrected by others at the Contractor's expense, or direct that the work be stopped in the area of the unsafe condition; however, this right to stop/suspend the work shall not give rise to any duty on the part of the City to exercise this right.

The Contractor waives the right to bring claim for damages against the City or Engineer for the correction of unsafe conditions or work stoppages in connection with the Contractor's Safety,

Health, and Accident Prevention Program or such program of another contractor. If such a claim against the City or Engineer is brought by a third party, the Contractor shall indemnify and defend the City or Engineer against such claim. The Contractor shall submit to City of Hastings a current copy of the company safety manual before starting work.

1.706 Claims for Labor and Materials. The Contractor shall indemnify and save harmless the City from all claims for labor and materials furnished under this contract. When requested by the City, the Contractor shall submit satisfactory evidence that all persons, items, or corporation who have done work or furnished materials under this contract, for which the City may have become liable under the laws of the State, have been fully paid or satisfactorily secured. In case such evidence is not furnished or is not satisfactory, an amount will be retained from money due the Contractor which, in addition to any other sums that may be retained, will be sufficient, in the opinion of the City, to meet all claims of the persons, firms, and corporations as aforesaid. Such sum shall be retained until the liabilities as aforesaid are fully discharged or satisfactorily secured.

1.707 Contractor's Insurance Coverage. The Contractor shall not commence work under this Contract until Contractor has obtained all the insurance required under this article. Furthermore, the Contractor shall not allow any sub-contractor to commence work under this Contract until the sub-contractor has obtained the same insurance as is required of the Contractor. The sub-contractor alone shall be responsible for the sufficiency of its own insurance program.

Certificates of Insurance. Certificates of Insurance acceptable to the City shall be filed with the City prior to commencement of the work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled, or materially altered, until at least 30 days prior written notice has been given to the City. All insurance carried shall conform to the relevant provisions of the respective Project Documents and be with insurance companies which are rated "A, X" or better by Best's Insurance Guide, or other insurance companies of recognized responsibility satisfactory to the City.

Additional Insureds. Insurance coverages furnished under this Contract, with the exception of Workers' Compensation and Employer's Liability, shall include the City of Hastings and their partners, directors, officers, agents, and employees as Additional Insureds on a primary and noncontributory basis, and shall include Products and completed operations with respect to the activities of the Contractor and shall be maintained for the full duration of the project including for a period after completion to include the statute of repose.

Notwithstanding any other provision of these policies, the insurance afforded shall apply separately to each insured, with respect to any claim, suit, or judgment made or brought by or for any other insured, as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount or amounts for which the insurer would have been liable had only one insured been named.

The City shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies.

Waiver Of Subrogation. The Contractor and their sub-contractor shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City their partners, directors, officers, agents, and employees.

Workers' Compensation And Employer's Liability Insurance. The Contractor shall procure, and shall maintain during the life of this Contract, Workers' Compensation Insurance as required by workers' compensation laws of the State of Nebraska and also of the state in which the sub-contractor is domiciled.

The Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workers' compensation law. The Employer's Liability Insurance shall contain the following limits of liability:

Bodily Injury by Accident	\$500,000 each accident
Bodily Injury by Disease	\$500,000 each employee
Bodily Injury by Disease	\$500,000 policy limit

General Liability Insurance. This insurance shall be written per project on an “occurrence” policy form, including coverage for premises/operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractor’s and personal injury, with no exclusions for explosion, sudden and accidental pollution or an absolute or total pollution exclusion, collapse and underground perils. The commercial general liability policy shall also include a severability of interest clause and a cross liability clause in the event more than one entity is “named insured” under the liability policy. If applicable, this policy shall also be endorsed to include railroad protective with limits no less than replacement cost of the value of any real property covered under any rail agreement entered into by the City. If work is being done near a railroad track, the 50’ railroad right of way exclusion must be deleted.

Limits of Insurance shall be as follows:

Each Occurrence Limit	\$1,000,000
Products/Completed Operations	\$2,000,000
General Aggregate Limit	\$2,000,000
Personal and Advertising Injury	\$1,000,000

Pollution Liability – (If Applicable).

Limits of at least: \$1,000,000 per occurrence; \$1,000,000 aggregate

If Contractor or its Sub-subcontractor's work includes but not limited to remediating, handling, processing or disposing of hazardous material including but not limited to asbestos containing materials, silica, lead, PCBs, contaminated soil, etc, coverage shall be provided for bodily injury, property damage and clean-up costs resulting for pollution conditions.

Riggers Liability – (If applicable). Should work involve the moving, lifting, lowering, rigging or hoisting of property or equipment Contractor shall carry Rigger’s Liability Insurance to insure against physical loss or damage to the property or equipment on a Replacement Cost Basis

Automobile Liability Insurance. This insurance shall be written under a Business Auto Policy and shall protect the Contractor and Additional Insureds against claims arising from injuries to members of the public or damage to property of others arising from the use of automobiles whether such automobiles are owned, non-owned, or hired. Automobile insurance shall include Motor Carrier Endorsement Act MCS 90 and transportation pollution coverage if applicable. If work is being done near a railroad track, the 50' railroad right of way exclusion must be deleted.

Limit of Liability	\$1,000,000 each accident
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Umbrella Liability Policy. This insurance shall protect the Contractor and the Additional Insureds against all claims in excess of the limits provided under the employer's liability, automobile liability, and general liability policies. The liability limits of the umbrella liability policy shall be not less than \$5,000,000 per occurrence. This policy shall be an "occurrence" type policy. However, City reserves the right to require higher limits with respect to each project.

Professional Liability (Applicable for contractors providing or is responsible for providing design/engineering/surveying services/or consulting services):

Limits of at least: \$1,000,000 per occurrence; \$1,000,000 aggregate

Policy shall provide for a retroactive date prior to the starting date of services for which this agreement applies. Policy shall not exclude bodily injury, property damage, or pollution liability. Coverage shall remain in force for a minimum of 3 years following substantial completion of construction through either policy renewal or the purchase of an Extended Reporting Provision. Contractor agrees to waive its rights of recovery. Subcontractor's insurer shall endorse the policy to waive subrogation against Owner and their respective agents, officers, directors and employees.

Transportation Insurance. Contractor shall purchase inland marine coverage at the expense of Contractor on all equipment and materials, where City has an insurable interest. Insurance shall protect for Contractor and City from physical loss of equipment while loading, unloading, in transit to jobsite, and until equipment or materials have been installed or received by City.

Proof of Carriage of Insurance. Satisfactory certificates of insurance shall be filed with the City prior to starting any construction work on this contract. The certificates shall state that thirty (30) days written notice shall be given to the City before any policy covered thereby is changed or canceled.

Indemnification. To the fullest extent permitted by laws and regulations, the Contractor shall defend, indemnify, and hold harmless the City, their officers, directors, partners, consultants, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work by the Contractor, any sub-contractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a

party indemnified hereunder or arises by or is imposed by law and regulations regardless of the negligence of any such party.

In any and all claims against the City, or of any of their officers, directors, partners, consultants, agents, or employees by any employee of the Contractor, any sub-contractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any such sub-contractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the City, the Contractor, or any of their sub-contractors.

Property Insurance A.K.A. Builder's Risk. Unless otherwise provided, the CONTRACTOR shall purchase and maintain property insurance, a.k.a. builder's risk insurance, on the building construction project in amount thereto for entire work at site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in contract documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final acceptance of work by OWNERS. Insurance shall include interests of OWNERS, CONTRACTOR, SUBCONTRACTOR, and sub-subcontractors in work. This property insurance covering work will have deductible for each occurrence, which will be responsibility of CONTRACTOR.

Before an exposure to loss may occur, the CONTRACTOR will provide a copy of the property insurance policy or evidence of property insurance, upon request that includes all property insurance coverages. The CONTRACTOR will not cancel or allow such policy to expire without written notice to the other.

Waivers of Subrogation: OWNER and CONTRACTOR and all SUBCONTRACTORS waive all rights against

(1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) OWNER'S or CONTRACTOR'S consultants, separate contractors, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils to extent covered by property insurance obtained, or other property insurance applicable to work, except such rights as they have to proceeds of such insurance held by OWNER and/or CONTRACTOR as fiduciary. OWNER and/or CONTRACTOR, as appropriate, shall require of OWNER'S and/or CONTRACTOR'S consultants, separate contractors, if any, and subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. Policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay insurance premium directly or indirectly and whether or not person or entity had an insurable interest in property damaged.

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

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

In the event of interruption to water or utility services as a result of accidental breakage, or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority. He shall cooperate with the said authority in the restoration of service as promptly as possible.

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

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

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

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

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

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

1.709 No Waiver of Legal Rights. The City shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment therefore, from showing the true amount and character of the work performed and materials furnished by the Contractor, nor from showing that any such measurement, estimate, or certificate is

untrue or is incorrectly made, nor that the work or materials do not, in fact, conform to the contract. The City shall not be precluded or estopped, notwithstanding any such measurement, estimate or certificate and payment in accordance therewith, from recovering from the Contractor or his sureties, or both, such damage as it may sustain by reason of his failure to comply with the terms of the contract. Neither the acceptance by the City, nor any representative of the City, nor any payment for or acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the City, shall operate as a waiver of any portion of the contract or of any power herein reserved, or of any right to damages. A waiver of any breach of the contract shall not be held to be a waiver of any other or subsequent breach.

1.710 Warranty of Title. No material, supplies or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed, or placed thereon, by him to the City free from any claims, liens or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance thereon.

Nothing contained in this paragraph, however, shall defect or impair the right of persons furnishing materials or labor under any law permitting such persons to look to funds due the Contractor in the hands of the City. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

1.711 Jurisdiction. Any action in court against the Contractor or sureties on his bond, because of damages to property or individual by said Contractor, or his workmen, or because of the violation of any provision of the specifications, or on account of the failure of the Contractor to fully comply with this provision, shall be brought in the District Court of the State of Nebraska in and for Adams County.

1.712 Care of Work.

- a. The Contractor shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the City.
- b. The Contractor shall provide sufficient competent watchmen, both day and night, including Saturdays, Sundays, and holidays, from the time the work is commenced until final completion and acceptance.
- c. In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the City, is authorized to act at his discretion to prevent such threatened loss or injury and he shall so act. He shall likewise act if instructed to do so by the City. Any compensation

claimed by the Contractor on account of such emergency work will be determined by the City as provided in Section 1.404 hereof.

- d. The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.
- e. The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or connected with the demolition and/or site clearance of the work embraced in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property City, public & private utility companies, or other party before the commencement of any work. The Contractor shall indemnify and save harmless the City from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and from all damages for which the City may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

SECTION 1-8 - EXECUTION AND PROGRESS

1.801 Subletting or Assigning or Contract. The Contractor will not be permitted to sublet, assign, sell, transfer or otherwise dispose of the contract or any portion thereof, or his right, title, or interest therein; or to either legally or equitably assign any of the money payable under his contract, or his claim thereto, without the written consent of his surety and the Engineer. The Contractor will not be relieved of any responsibility through any of the above actions.

- a. The Contractor shall be as fully responsible to the City for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- b. Nothing contained in the Contract shall create any contractual relation between any subcontractors and the City.

1.802 Execution of Work. The proposal for each project will show the project period. The progress of the work shall be at a rate sufficient to complete the project within the project period. If it appears that the rate of progress is such that the project will not be completed within the project period, or if the work is not being executed in a satisfactory and workmanlike manner, the City may order the Contractor to take such steps as it considers necessary to complete the project within the period of time specified, or execute the work in a satisfactory manner.

1.803 Limitation of Operations. The Contractor shall conduct the work at all times in such a manner and in such sequence as will insure the least interference with traffic. He shall have due regard to the location of detours and to the provisions for handling traffic. He shall not open up work to the prejudice of work already started, and the Engineer may require the Contractor to finish a section on which work is in progress before work is started on any additional section. The Contractor shall so conduct his operations and maintain the work in such condition that adequate drainage shall be in effect at all times.

1.804 Methods and Equipment. The methods, equipment and appliances used shall produce a satisfactory quality of work, and shall be adequate to maintain the schedule of progress specified. Equipment used on any portion of the project shall be such that no injury to the roadway, adjacent property, or other streets will result from its use.

When the methods and equipment to be used by the Contractor in accomplishing the construction are not prescribed in the contract, the Contractor is free to use any methods or equipment that he demonstrates, to the satisfaction of the Engineer, will accomplish the contract work in conformity with the requirements of the contract.

1.805 Temporary Suspension of Work. Work shall be suspended wholly or in part when, in the opinion of the Engineer, weather or other conditions are unfavorable to its satisfactory prosecution. Work shall also be suspended at the direction of the Engineer pending settlement or disputes arising out of failure of the Contractor to comply with the provisions of the contract. Written notice of suspension of work shall be given by the Engineer. When the conditions causing suspension no longer exist, such written notice shall be given to the Contractor by the Engineer. Promptly after such written notice, the Contractor shall resume prosecution of the work as provided in Article 1.802.

1.806 Liquidated Damages. Time is an essential element of the contract, and it is important that the work be pressed vigorously to completion.

For each calendar day that any work shall remain uncompleted at the end of the contract completion date as specified in the proposal form will be assessed, not as a penalty but as predetermined and agreed liquidated damages. The City and Contractor specifically agree that the per calendar day amount to be assessed as liquidated damages is fair and reasonable and not excessive. The parties further agree that said per calendar day amount accurately reflect the anticipated loss and inconvenience to the public and lost revenue to or use by the City due to the project not being completed by the end of the project period or the end of the contract completion date. The City will prepare and forward to the Contractor an invoice for such liquidated damages. The final payment will be withheld by the City until the invoice is paid by the Contractor.

Due account shall be taken of any adjustment of the project period or the contract completion date granted under Article 1.807.

The assessment of liquidated damages for failure to complete the work either within the contract completion date shall not constitute a waiver of the City's right to collect for any additional damages which the City may sustain by failure of the Contractor to carry out the terms of its contract.

1.807 Extension of Project Period or Contract Completion Date. An extension of the project period or contract completion date may be granted only in writing by the City for any of the following reasons:

1. Additional work resulting from a modification of the plans for the project.
2. Delays caused by the City.
3. Other reasons beyond the control of the Contractor, which in the City's judgment would justify such extension.

No extension of project period or contract completion date will be allowed for variations between contract quantities and actual quantities which cannot be predetermined and which amount to less than twenty percent (20%) of the contract quantities unless approved by the Engineer.

1.808 Abrogation. If the Contractor abandons the work under this contract, sublets it or assigns it without the consent of the city, or if he fails to give his personal attention to it, or if it is the Engineer's opinion that he has unnecessarily or unreasonably delays or neglected the work or any part of it, written notice to that effect is to be given to the Contractor by the Engineer. After such notice, no materials or equipment shall be removed from the work. If, within five (5) days thereafter, the Contractor does not take steps which, in the judgment of the Engineer, will insure the satisfactory completion of the work, then the City may declare this contract null and void and the security forfeited and may notify the Contractor in written to discontinue the work or any part of it; thereupon ceases the Contractor's right or possession of the ground and of all materials and equipment thereon. The City then, at its option, may enter upon and take possession of the work with all material, supplies, and equipment remaining thereon and by contract or otherwise, as the City may determine, may complete the work or the part of it designated, and charge the expense thereof to the Contractor using any materials or equipment found on the site. The expense so charged, together with all damages incurred, will be deducted from any funds due to become due under this contract, and should the unexpended balance of these funds be insufficient, the excess shall be at the cost of the Contractor and the sureties on the Contractor's bond. Neither completion of a part of the work nor the extension for any reason of the time of the completion of the work is to be considered a waiver of this right to abrogate the contract for abandonment, delay or unsatisfactory work.

1.809 Termination of Contractor's Responsibility. The contract shall be considered completed when the work has been accepted in writing by the City. Such acceptance shall release the Contractor from all further obligation with respect thereto, except as to conditions and requirements set forth in his bond.

1.810 Assignment or Novation. The Contractor shall not assign or transfer, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the City, provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the City. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms or corporations rendering such labor or services or supplying such materials, tools, or equipment.

1.811 Disputes.

- a. All disputes arising under this Contract or its interpretation, whether involving law or fact or both, or extra work, and all claims for alleged breach of Contract shall within ten (10) days of commencement of the dispute be presented by the Contractor to the City for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been

waived, except if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the City of notice thereof.

- b. The Contractor shall submit in detail his claim and his proof thereof. Each decision by the governing body of the City will be in writing and will be mailed to the Contractor by registered or certified mail, return receipt requested, directed to his last known address.
- c. If the Contractor does not agree with any decision of the City, he shall in no case allow the dispute to delay the work but shall notify the City promptly that he is proceeding with the work under protest and he may then accept the matter in question from the final release.

SECTION 1-9 - MEASUREMENT AND PAYMENT

1.901 Payments. The City, at its discretion, may include in such monthly estimates payments for materials that will eventually be incorporated in the project, provided that such materials are suitably stored on the site of the project at the time of preparing estimates for payment. Such payment is to be based upon the estimated value thereof as ascertained by the Engineer. Such material when so paid for by the City shall not be removed from the project without consent of the City and, in case of default on the part of the Contractor, the City may use or cause to be used by others these materials in construction of the project.

The City will retain five percent (5%) of the total contract amount for all work completed including change orders.

Payment of the retainage will be made within forty (45) days after project is substantially complete, provided the Contractor submits a Letter of Credit for 125% of the uncompleted work. Substantial completion will include water mains passing biological testing and placed into service. Sewer mains shall pass pressure testing and be televised with receipt of the inspection report.

The bid proposal price sheets include any and all work for each project. Any requirement shown in the drawings, but not listed separately in the proposal price sheets, are considered subsidiary to the work. This includes but is not limited to abandonments of existing utilities and any potholing required for utility locates prior to boring.

1.902 Payments Withheld. The City may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate to such extent as may be necessary to protect itself from loss on account of:

1. Defective work not remedied.
2. Claims filed or reasonable evidence indicating probable filing of claims.
3. Failure of the Contractor to make payments properly to subcontractors for material or labor.
4. A reasonable doubt that the contract can be completed for the balance then unpaid.

5. Damage to another Contractor.
6. Damage to public or private property.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

1.903 Acceptance, Final Payment, and Release of Liability. If final inspection reveals that all details of the work have been completed to his satisfaction, the Engineer shall tentatively accept the work, in writing, relieving the Contractor of further responsibility for the care and maintenance of the completed work and, provided that all equipment and materials have been removed from the right-of- way, shall also relieve the Contractor of further public liability. As soon as possible after tentative acceptance of the work, the Engineer shall measure the completed work and compute the quantities of work for which payment is to be made. Before final settlement is made, the City shall be satisfied with the completed work. When the Engineer is satisfied that all items of the work have been found to be consistent with the terms of the contract and specifications, a final estimate, including the retained percentage due the Contractor, shall be released for payment. Release of the final estimate shall constitute formal acceptance of the work.. Acceptance by the Contractor of the final payment shall constitute release of the City and each of its officers and agents from any additional claim or liability hereunder for any act or negligence of the City or of any other person.

All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

1.904 Payment for Extra Work. The Contractor will receive and accept payment for work performed under this contract as follows:

- a. Work Performed as Stipulated in the Contract. For all items of work performed which are covered by definite unit prices or lump sum amounts specified in the contract, the Contractor shall receive and accept compensation at the rate specified in the contract.
- b. Extra Work. Extra work ordered by the Engineer, of a quality or class not covered by the contract, will be paid for at an agreed price. For extra work ordered by the Engineer and performed on an agreed price basis, the Engineer and the Contractor shall enter into a written agreement before such work is undertaken. This agreement shall describe the extra work that is to be done and shall specify the agreed price or prices therefore.

END OF SECTION

SECTION 2-0 - 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.

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

2.014 Working Hours. Normal working hours will be considered to be from 8:00 a.m. to 5:00 p.m., Monday through Friday (holidays excepted: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, Friday after Thanksgiving, ½ day Christmas Eve, and Christmas Day). Any Contractor desiring other working hours must take exception to specifications for consideration by City of Hastings. Any exception

must be approved or negotiated to mutual acceptance by Contractor and City of Hastings, final acceptance will be granted in writing.

2.015 Removal and Replacement of Property Stakes. If it is necessary to remove any property corners or markers during construction operations, the Contractor shall notify the Engineer so that the Engineer can establish reference ties. Any markers removed without notice to the Engineer shall be replaced at the Contractor's expense in accordance with the proper land surveying techniques.

2.016 Removal of Existing Materials. Contractor shall remove all called for materials with care as not to ruin or damage material for further use. Any material required to be removed for reuse and has been damaged by careless and negligent action on part of Contractor, shall constitute cause for replacement or payment by Contractor. Inspection of said material for reuse shall be made at sole discretion of City of Hastings inspector. Any gas services which are removed by Contractor shall be foamed shut by Contractor.

2.017 Existing Sprinkler Systems. Contractor shall be responsible for the repair of existing lawn sprinkler 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.

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 consist 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 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. Method of Measurement and Payment.

- (a) Portland Cement Pavement shall be measured in place and paid for by the square yard at the contract bid price for “P.C.C. Pavement” at the thickness shown in the proposal and on the plans. Such payment shall be considered full compensation for furnishing all materials including, but not limited to, reinforcing steel, dowel bars, joint sealer, special joints, hauling, placing, sawing, finishing and curing said concrete paving and performing all incidental work necessary to complete the item of work.
- (b) Integral Curb shall be subsidiary to the unit contract bid price for P.C.C. concrete pavement.
- (c) Concrete Curb Wall shall be measured and paid for by the cubic yard in place at the contract bid price for “Concrete Curb Wall” through and including transitions from Concrete Curb Wall to Standard Integral Curb. Said payment will be considered full compensation for furnishing all materials and labor necessary to complete the item of work.
- (d) Concrete Curb and Gutter shall be measured and paid for by the linear foot for “Concrete Curb and Gutter”. Said payment shall be considered full compensation for furnishing all materials and labor necessary to complete the item of work.
- (e) Portland Cement Concrete Sidewalks shall be measured and paid for by the square 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

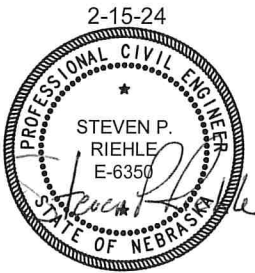
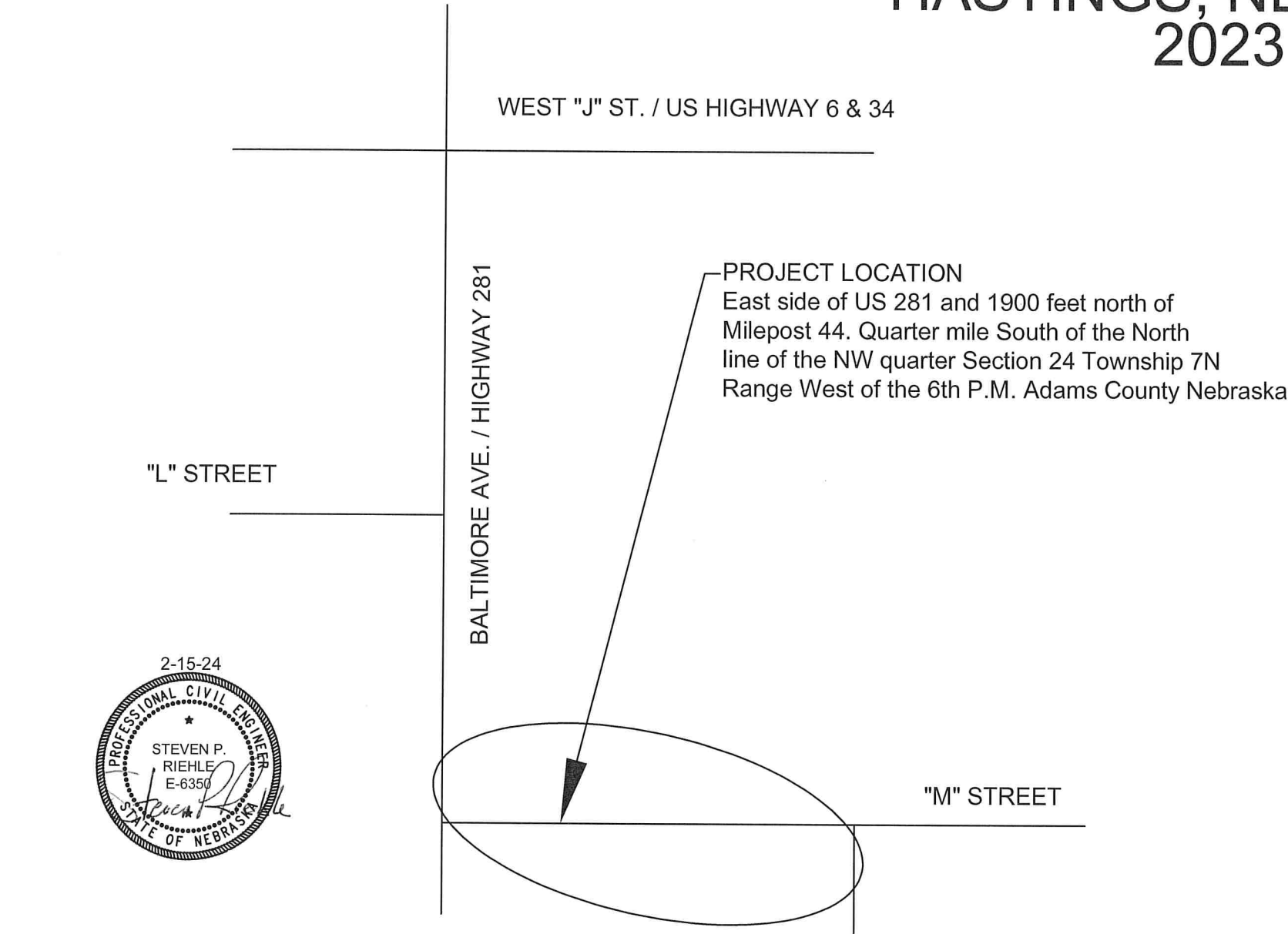
Submittal required. See attached example Technical Data Sheet for Type “B” mixture. All disturbed areas shall include preparation of subgrade to receive topsoil, spreading topsoil, seeding and fertilizing, followed by hydroseeding. All areas shall be wetted to start moist soil conditions. At least one (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

"M" STREET IMPROVEMENTS
STREET IMPROVEMENT DISTRICT 2023-01
HASTINGS, NEBRASKA
2023

SHEET INDEX

1	TITLE SHEET
2	QUANTITIES, GENERAL NOTES, TYPICAL SECTIONS
3	REMOVE ASPHALT PLAN
4	TEMPORARY DRIVE PLAN
5	BUILD 9" PAVEMENT INTERSECTION
6	CONSTRUCTION PLAN AND PROFILE
7	CONSTRUCTION PLAN AND PROFILE
8	STORM SEWER
1-2	CROSS SECTIONS 2 SHEETS
	STANDARD PAVEMENT PLAN 329-R11
	STANDARD BEDDING & BACKFILL PLAN 411-R2
	STANDARD MANHOLE PLAN 435-R3
	STANDARD CURB INLET & JUNCTION BOX PLAN 443-R13
	STANDARD TRAFFIC CONTROL PLAN 920-R7



APPROVED FOR CONSTRUCTION


LEE VROOMAN, P.E.

2-20-24
DATE

DIRECTOR OF ENGINEERING / CITY ENGINEER

811 Diggers Information

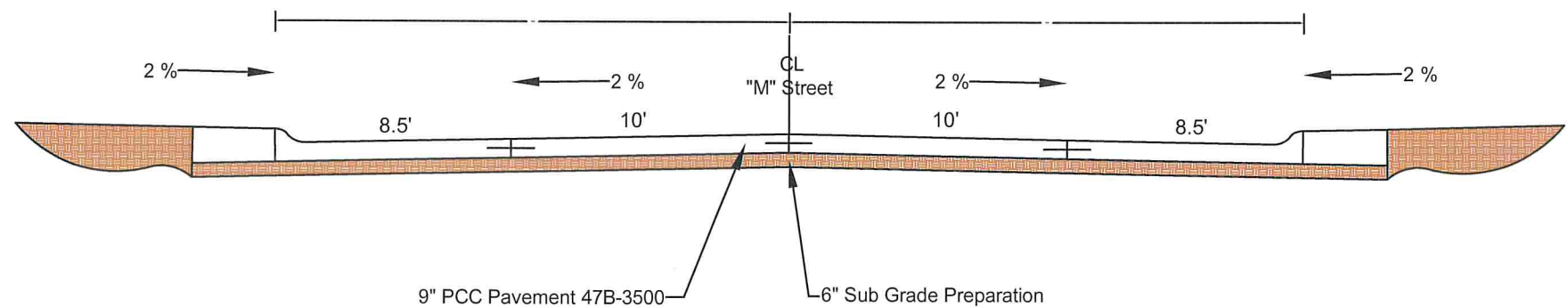
KNOW WHATS BELOW, CALL BEFORE YOU DIG.
Calling 811 - What can I expect?
Call 811 from anywhere in the country a few days prior to digging and your call will automatically be routed to your local one call center. Interested in contacting the 811 center online? <http://call811.com> Local one call center accepts online requests. You'll give the operator information about how to contact you and when you are planning to dig and what type of work you will be doing. Your quick conversation with the operator will last a few minutes. Utility companies who have potential facilities in the area of your dig site will be notified about your intent to dig. Each affected utility company will do a locate to mark the approximate location of there underground utility lines. This typically occurs within 2-3 working days. To access specific information about your state, visit <http://call811.com> Remember the 811 process Notify your local one call center by calling 811 or making an online request 2-3 days before work begins. Be sure to check our <http://call811.com> to find out how far in advance you need to call. Wait the required amount of time for affected utility operators to respond to your request. Confirm that all affected utility operators have responded to your request and marked underground utilities. Respect the marks. Dig Carefully around the marks.

"M" STREET IMPROVEMENTS

STREET IMPROVEMENT DISTRICT 2023-01

HASTINGS, NEBRASKA

Typical Cross Section
"M" Street East of US 281



Item Quantities			
1	Mobilization	1	L.S.
2	Remove Asphalt surface	377	Sq.Yd.
3	Remove Drive	249	Sq.Yd.
4	Crushed Concrete Surface	80	Ton
5	Build 9" P.C.C. 47B-3500	3821	Sq.Yd.
6	Build 8" Drive P.C.C. 47B-3500	220	Sq.Yd.
7	Sub-grade Preparation	3821	Sq.Yd.
8	Class III R.C.P. 18"	40	Lin.Ft.
9	Class III R.C.P. 24"	127	Lin.Ft.
10	Curb Inlet 8 Foot	2	EA.
11	Storm Sewer Man Hole	1	EA.
12	Silt Fence	300	L.F.
13	Traffic Control	1	L.S.

NOTES:

9" Paving, will be 47B-3500 and shall use 1P Cement with a 28 day compressive strength of 3500 psi. Contractor to submit a mix design from the Concrete Supplier.

The Maximum Joint spacing for 9" concrete paving shall be 12' unless otherwise noted.

Grading and Earth Shouldering is minimal and will be considered subsidiary to sub-grade prep.

The Contractor shall call 811 for all locates, and shall use extreme caution in the area of existing manholes, valve boxes, power poles, and existing utilities, and shall be held responsible for damages.

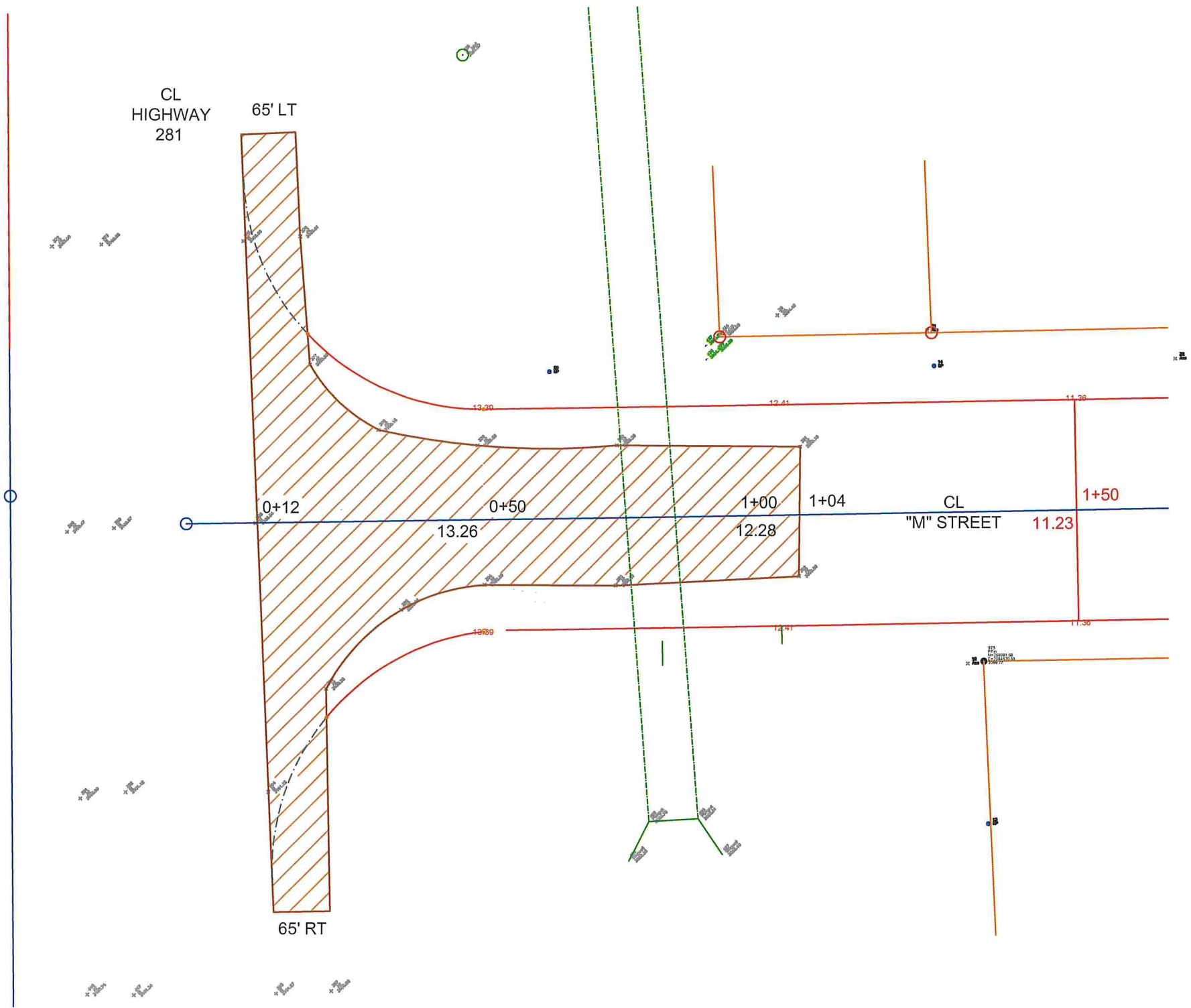
Sanitary manholes will be inspected by "Utility" forces prior to the beginning of the project, to assure that they are working properly and that there is no debris in them. This will be discussed at the pre-con Meeting.

Phasing will include approximately 250' x 14' x 4" crushed concrete surface between the Justice Center drives Contractor will decide somewhere between drives as to where the phasing will be, with approval of the engineer.





Not to Scale



ASPHALT REMOVALS 		
STATION	SIDE	SQ YDS
0+12 to 0+20	65' LT & RT	
0+20	30' LT & RT	377
1+04	11' LT & RT	

2-15-24



CH 2023-01 CONSTRUCTION

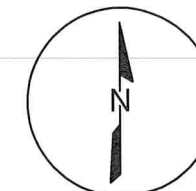


Dir. of Engineering: Lee Vrooman
Checked By: Steve Riehle
Drawn By: Rick Meyer

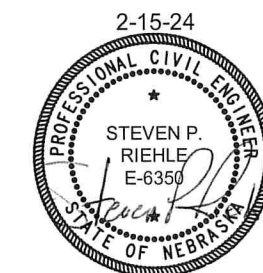
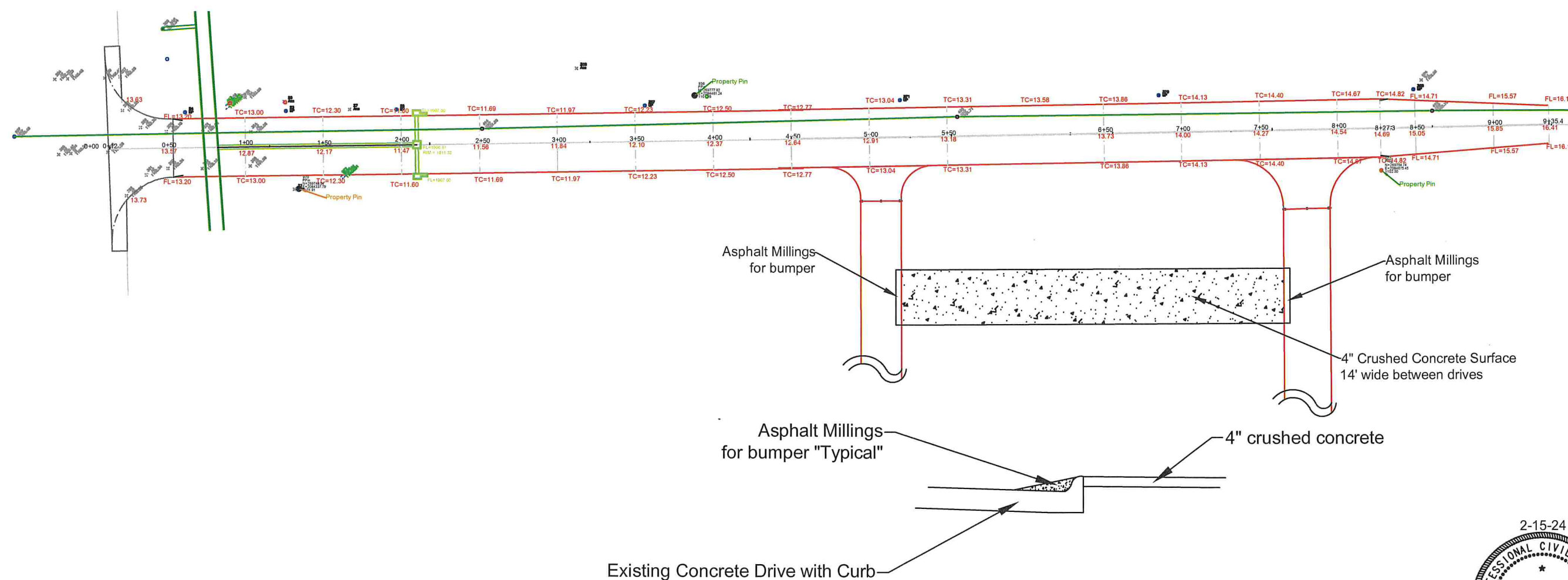
FOR BID

ASPHALT REMOVAL PLAN

Drawing No. Work Order: Date: 2-5-24 Sheet No. 3 of 8



Not to Scale



CH 2023-01 CONSTRUCTION



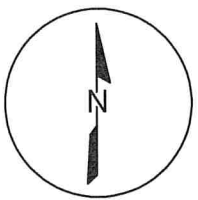
Dir. of Engineering:	Lee Vrooman
Checked By:	Steve Riehle
Drawn By:	Rick Meyer

FOR BID

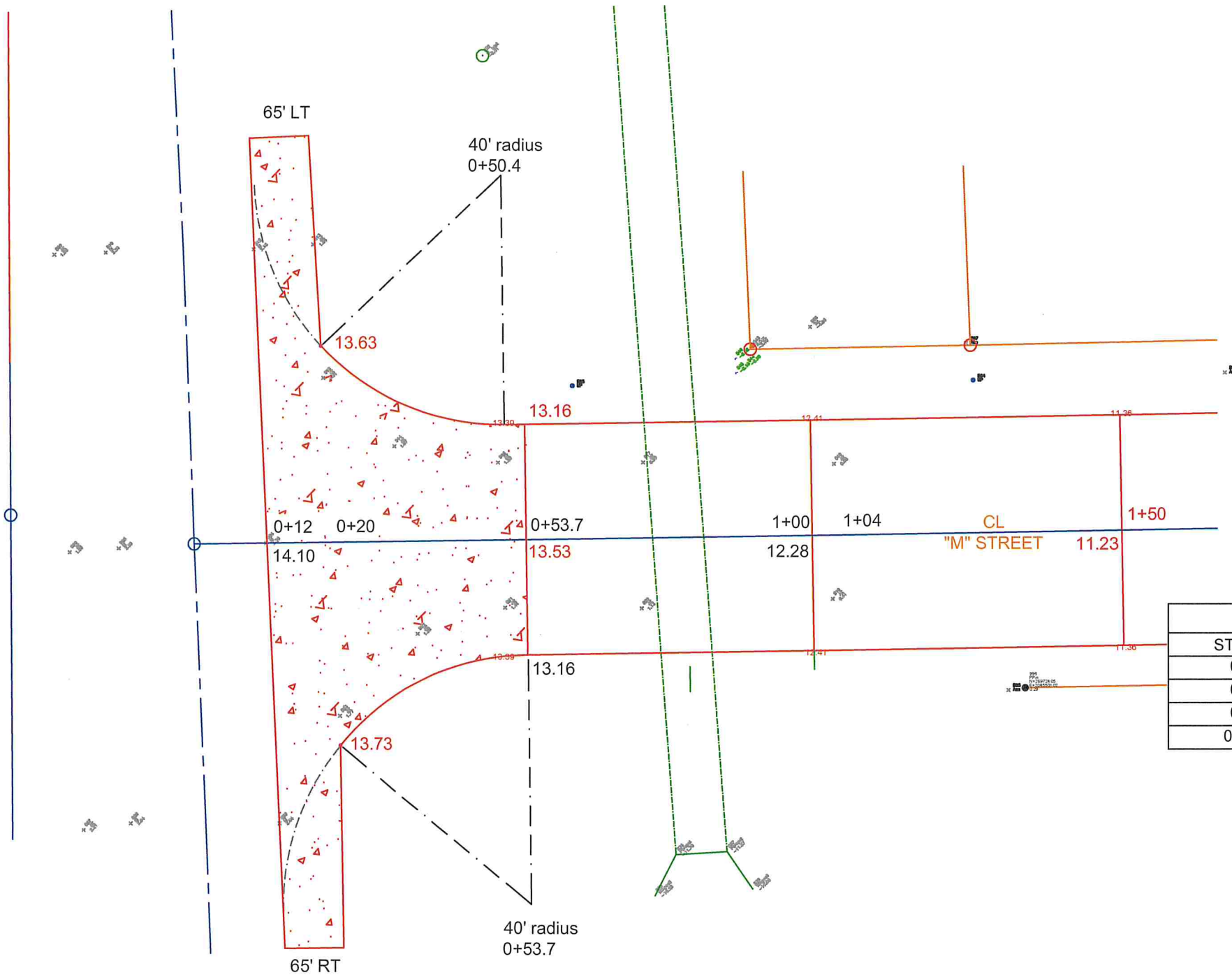
TEMPORARY DRIVE PLAN

Date:
2-15-24

Sheet No.
4 of 8



Not to Scale



SUBGRADE PREPARATION		
STATION	SIDE	SQ YDS
0+12 to 0+20	65' LT & RT	116
0+20	32' LT & RT	
0+53.7	18.5' LT & RT	156

BUILD 9" P.C.C. PAVEMENT			
STATION	SIDE	DEMENSIONS	SQ. YDS.
0+12	65' LT & RT		
0+20	65' LT & RT	8' X 130'	116
0+20	32' LT & RT		
0+53.7	18.5' LT & RT	4212 SQ. FT.	156

Existing US Highway # 281
at CL "M" Street

Asphalt driving lane
Highway 281
Full Depth Asphalt (11")

Asphalt Surface Shld
Highway 281
Full Depth Asphalt (6")

Purposed US Highway 281
at CL "M" Street

Asphalt driving lane
Highway 281
Full Depth Asphalt
Approx. 11'

Remove Asphalt Shld.
Build 9" P.C.C. Pavement



CH 2023-01 CONSTRUCTION

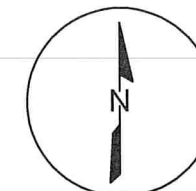


Dir. of Engineering: Lee Vrooman
Checked By: Steve Riehle
Drawn By: Rick Meyer

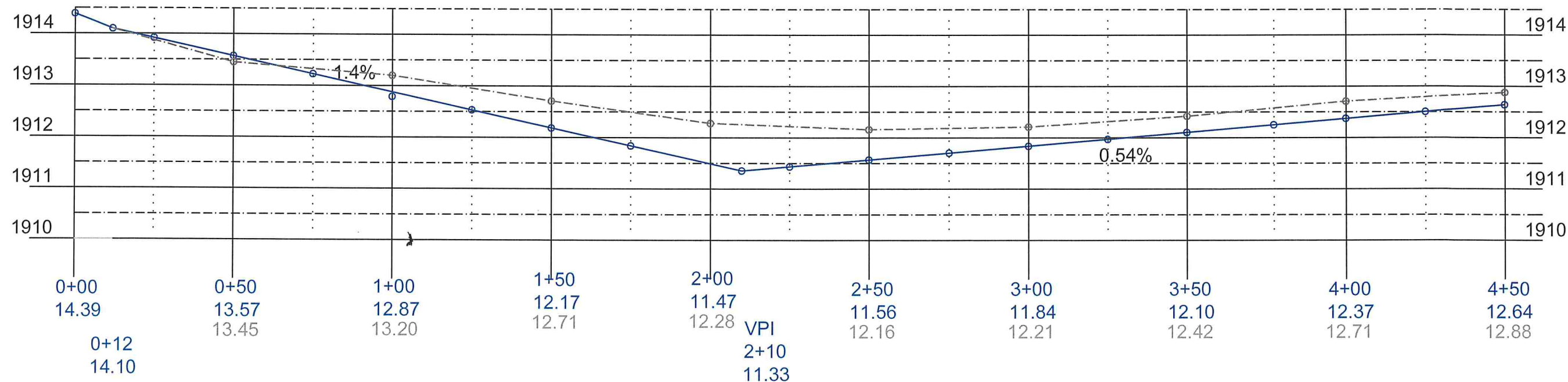
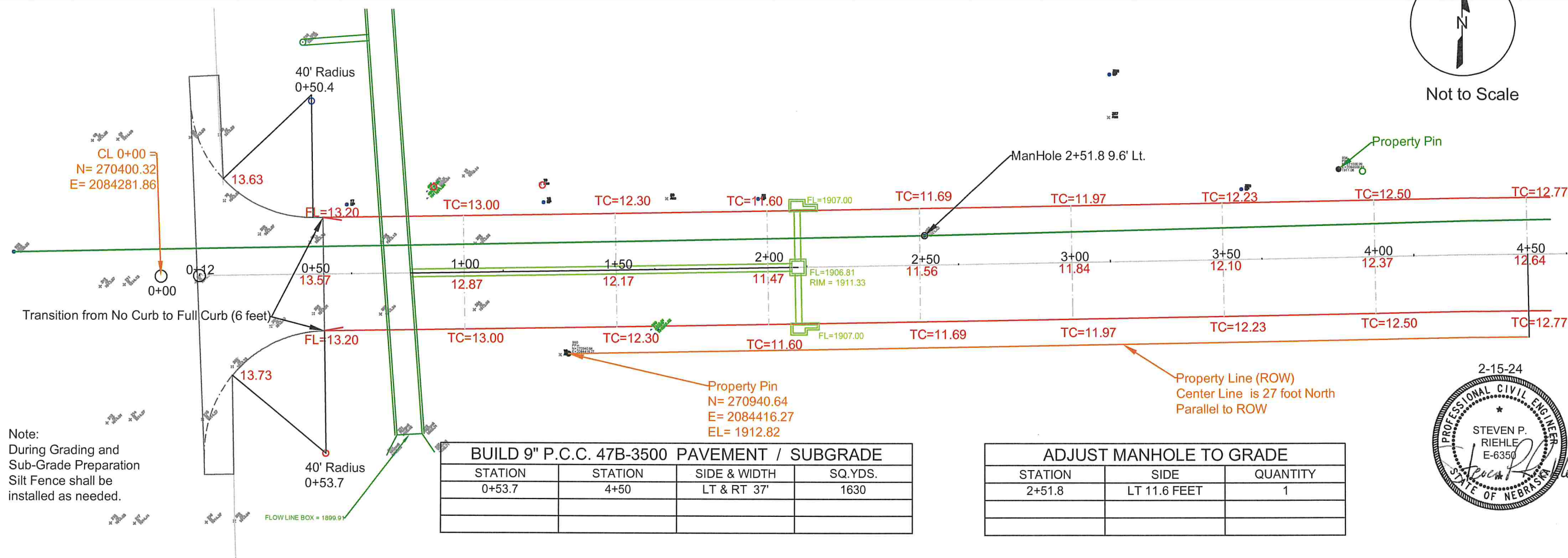
FOR BID

BUILD 9" P.C.C. PAVEMENT
INTERSECTION

Drawing No. Work Order: Date: 2-5-24 Sheet No. 5 of 8



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CH 2023-01 CONSTRUCTION

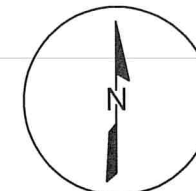


Dir. of Engineering: Lee Vrooman
Checked By: Steve Riehle
Drawn By: Rick Meyer

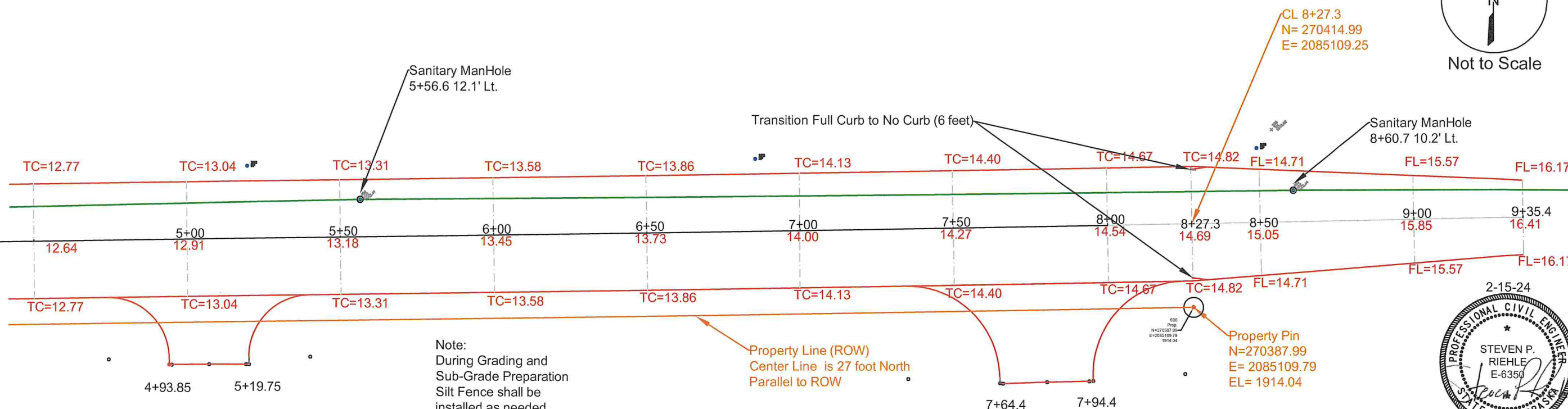
FOR BID

PAVING / PROFILE
PLAN

Date: 2-12-24
Sheet No. 6 of 8



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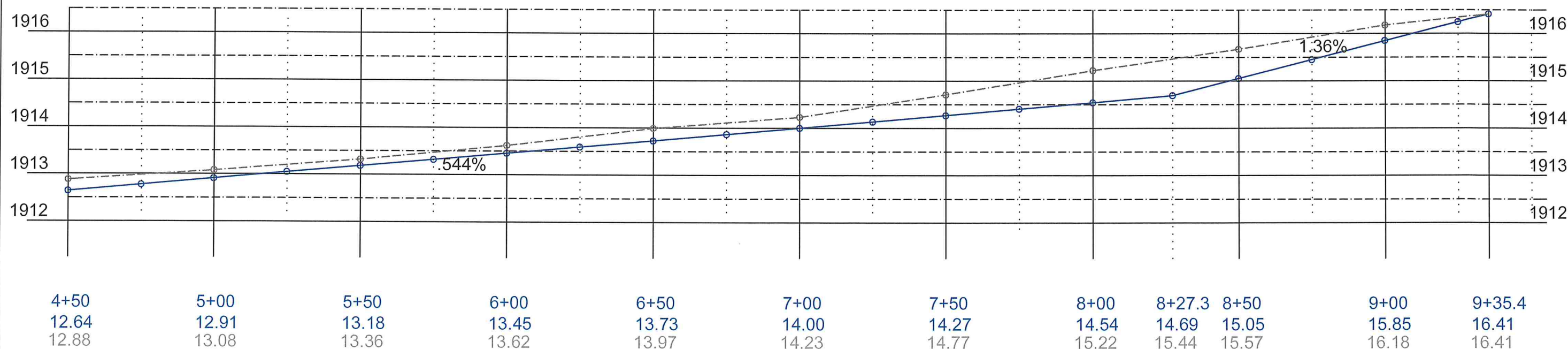


Remove Drive		
STATION	SIDE	SQ YDS
5+06.8	RT	92
7+79.4	RT	157

Build 8" Drive		
STATION	SIDE	RADIUS / SQ YDS
5+06.8	RT	20' / 83
7+79.4	RT	30' / 150

ADJUST MANHOLE TO GRADE		
STATION	SIDE	QUANTITY
5+56.6	LT 14.1 FEET	1
8+60.7	LT 12.2 FEET	1

BUILD 9" P.C.C. 47B-3500 PAVEMENT / SUBGRADE			
STATION	STATION	SIDE & WIDTH	SQ.YDS.
4+50	8+27.3	LT & RT 37'	1552
8+27.3	9+35.4	LT & RT 37' TO 24'	367



CH 2023-01 CONSTRUCTION



Dir. of Engineering: Lee Vrooman
Checked By: Steve Riehle
Drawn By: Rick Meyer

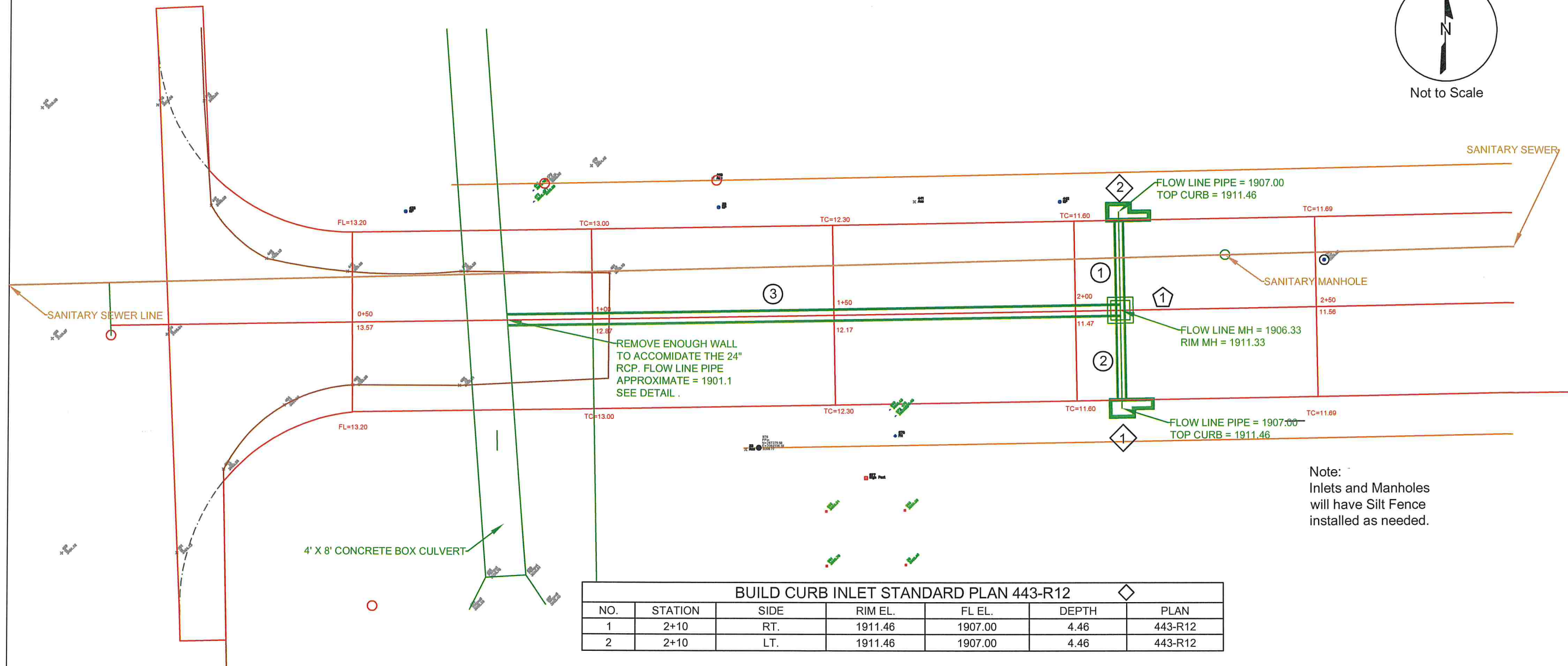
FOR BID

PAVING / PROFILE PLAN

Drawing No. Work Order: Date: 2-12-24 Sheet No. 7 of 8

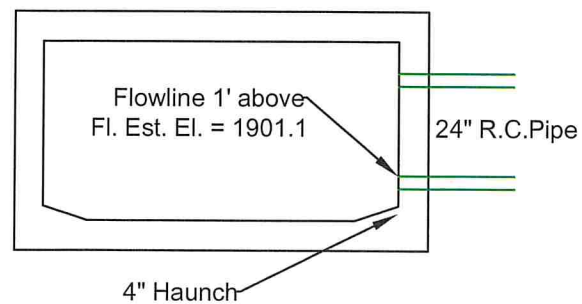


Not to Scale



Note:
Inlets and Manholes
will have Silt Fence
installed as needed.

Detail of
8' X 4' Concrete Box Culvert



BUILD CURB INLET STANDARD PLAN 443-R12

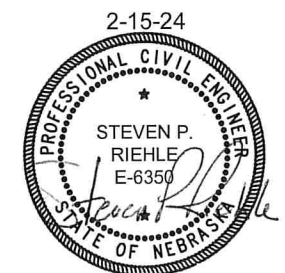
NO.	STATION	SIDE	RIM EL.	FL EL.	DEPTH	PLAN
1	2+10	RT.	1911.46	1907.00	4.46	443-R12
2	2+10	LT.	1911.46	1907.00	4.46	443-R12

BUILD STORM SEWER PIPE

NO.	SIZE	SLOPE	LENGTH	TYPE	DESCRIPTION
1	18"	3.60%	20'	RCP	CURB INLET #1 TO MANHOLE #1
2	18"	3.60%	20'	RCP	CURB INLET #2 TO MANHOLE #1
3	24"	4.10%	127'	RCP	MANHOLE #1 TO CONC BOX CULV.

BUILD STORM SEWER MANHOLE

NO.	STATION	SIDE	RIM EL.	FL EL.	DEPTH	PLAN
1	2+10	CL	1911.33	1906.33	5.0	435-R3



CH 2023-01 CONSTRUCTION

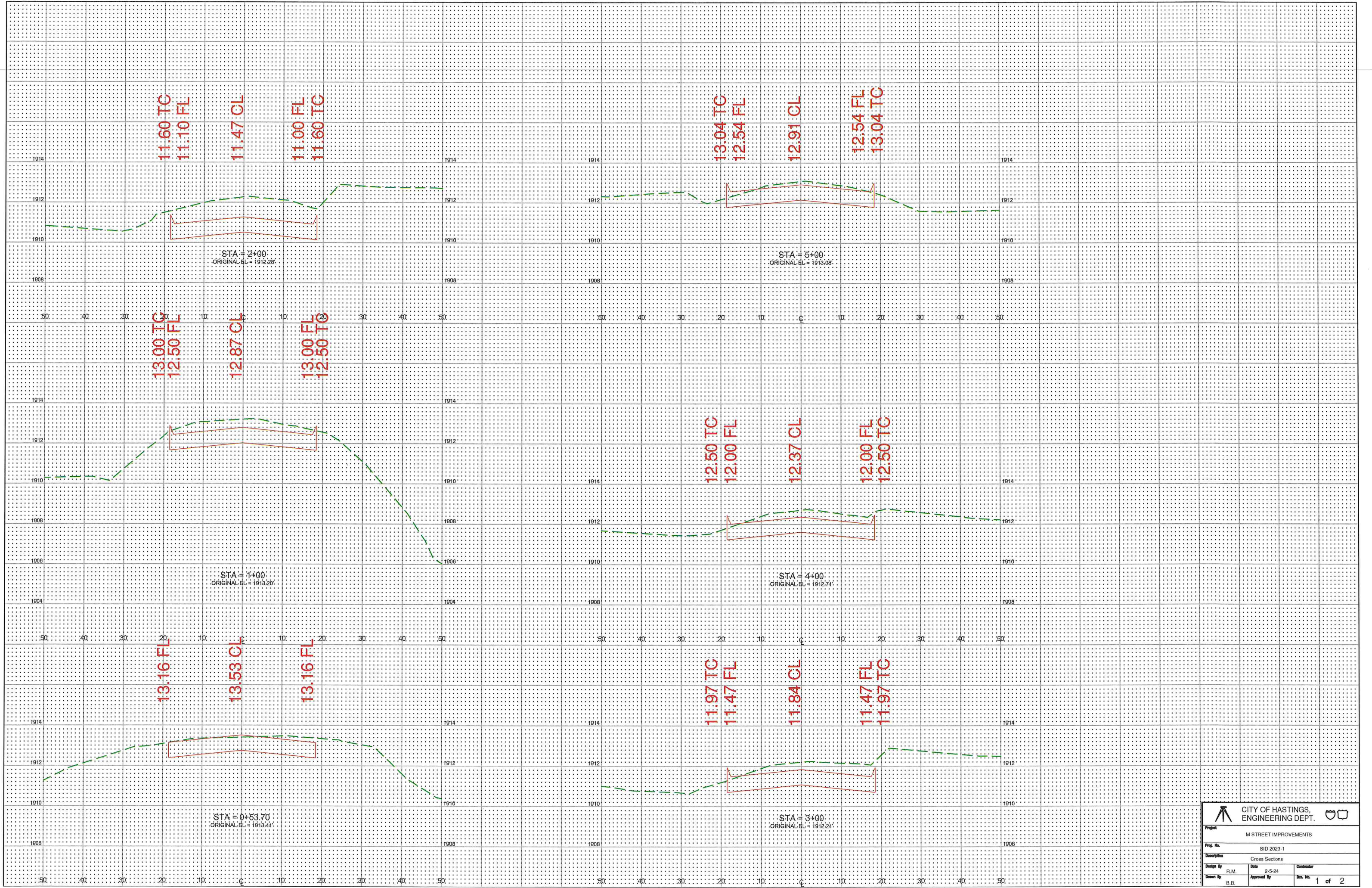


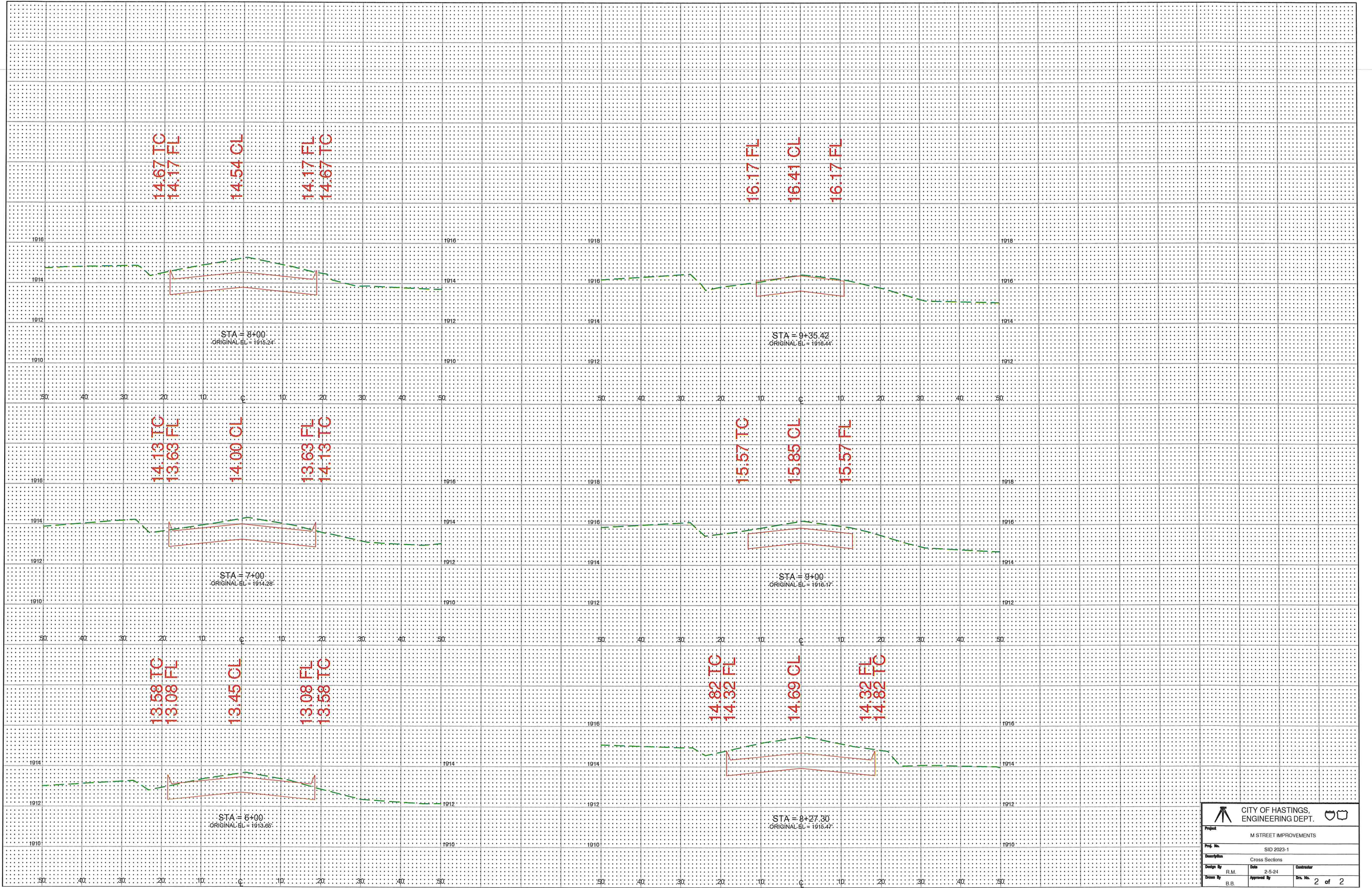
Dir. of Engineering: Lee Vrooman
Checked By: Steve Riehle
Drawn By: Rick Meyer

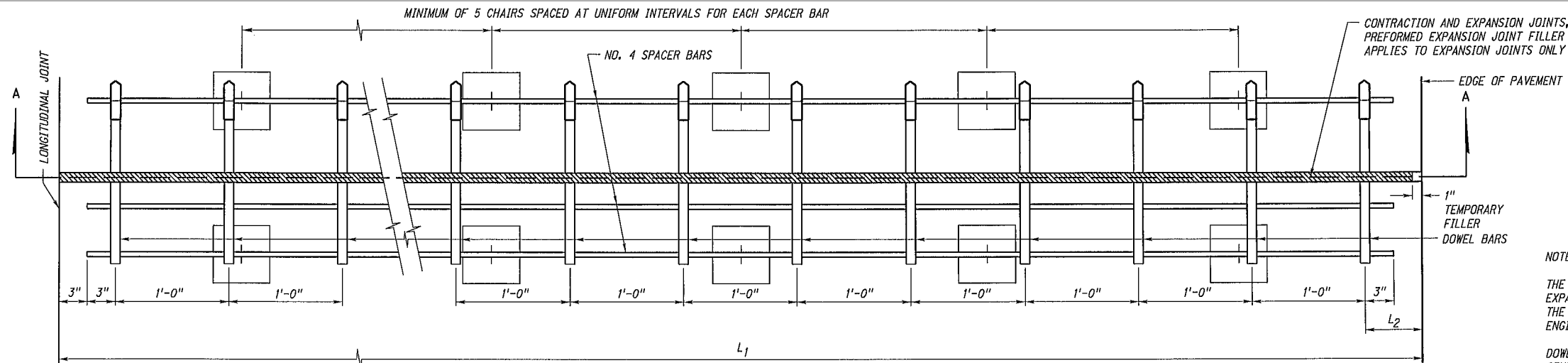
FOR BID

STORM SEWER PLAN

Drawing No. Work Order: Date: 2-12-24 Sheet No. 8 of 8



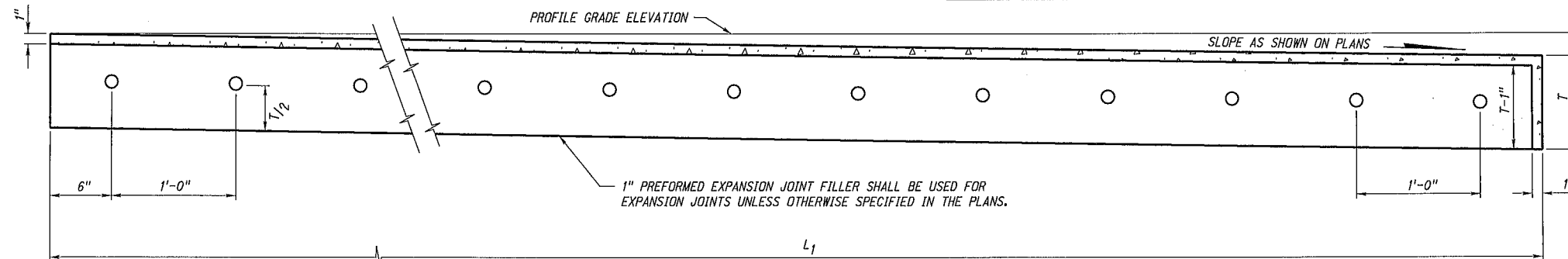




DOWEL BAR HEIGHT AND DIAMETER			
PAVEMENT THICKNESS (T)	MINIMUM BAR DIA.	DOWEL BAR HEIGHT (T/2)	SKEW TOLERANCE
LESS THAN 10"	1 1/4"	T/2 ± 1/2"	1/4"
10" OR MORE	1 1/2"	T/2 ± 1/2"	1/4"

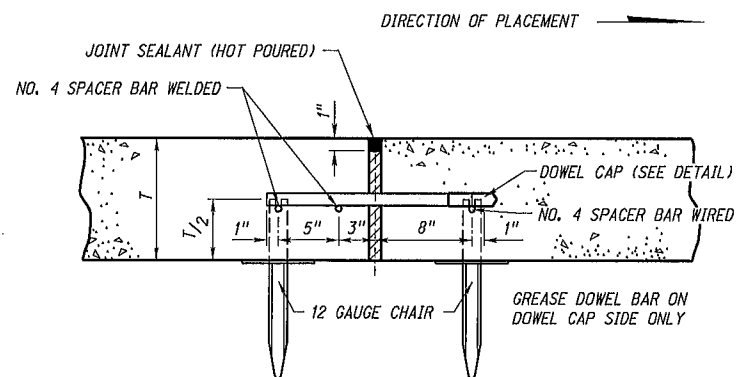
ASSEMBLY PLAN

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	

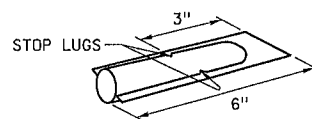


SECTION A-A

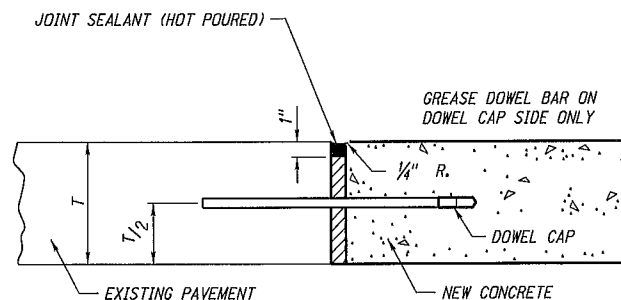
CONTRACTION AND EXPANSION JOINTS
(PREFORMED EXPANSION JOINTS FILLER
APPLIES TO EXPANSION JOINTS ONLY)



SECTION



DOWEL CAP

EXPANSION JOINT
(SUBSIDIARY)

NOTES:
DOWEL BARS SHALL BE DRILLED TO A DEPTH OF 8"
INTO EXISTING PAVEMENT AND EPOXIED.

SECTION

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 17 3/4" 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 1/4" 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

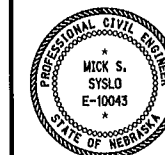
* THE DEPARTMENT REQUIRES THAT DOWEL BASKETS BE PLACED IN ALL CONTRACTION JOINTS WHICH ARE 6'-0" OR WIDER. THE DOWEL BASKETS SHALL BE PLACED TRANSVERSE TO THE DIRECTION OF THE PREDOMINANT TRAFFIC DIRECTION.

R11	JUL 20	CHANGED TITING INFORMATION
R10	JAN 18	CHANGED DOWEL BAR LOCATION TABLE
R9	JUL 11	JOINT: EARLY SAW CUT
REV. NO.	DATE	DESCRIPTION OF REVISION

NEBRASKA DEPARTMENT OF TRANSPORTATION
STANDARD PLAN NO. 329-R11

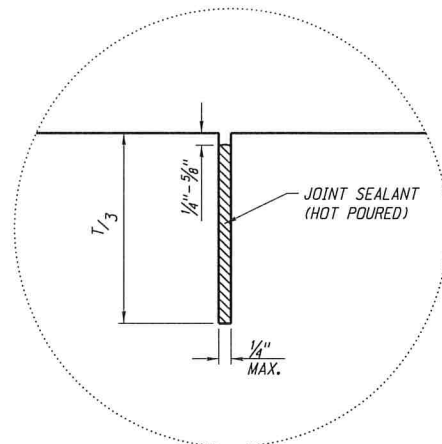
8 TO 16 INCH CONCRETE PAVEMENT

ACCEPTED BY FHWA FOR USE ON THE
NATIONAL HIGHWAY SYSTEM:

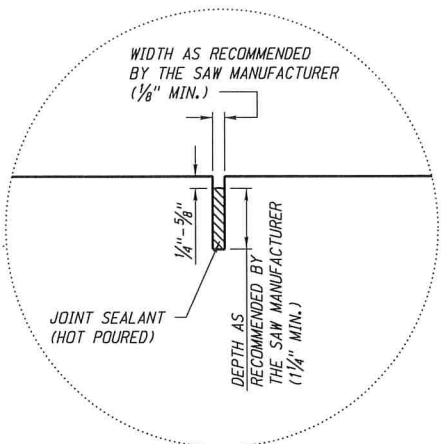


DATE
ORIGINAL:
OCTOBER 25, 1994
DATE

1
4



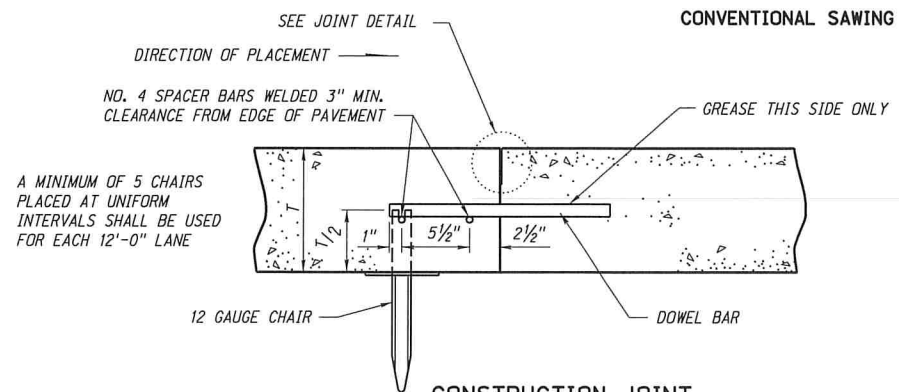
CONVENTIONAL SAWING



EARLY-SAW CUT

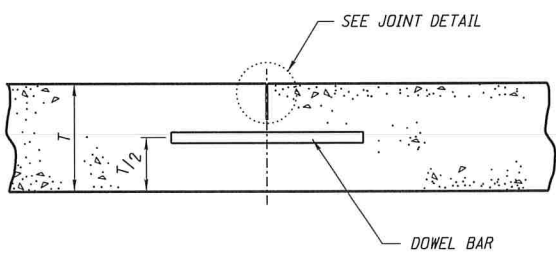
OR

JOINT DETAIL

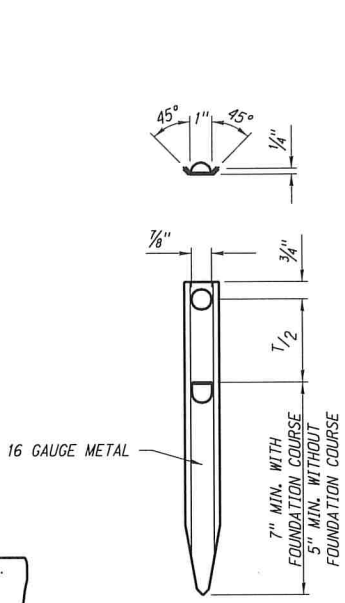


CONSTRUCTION JOINT
(BARS ARE SUBSIDIARY TO PAVEMENT)

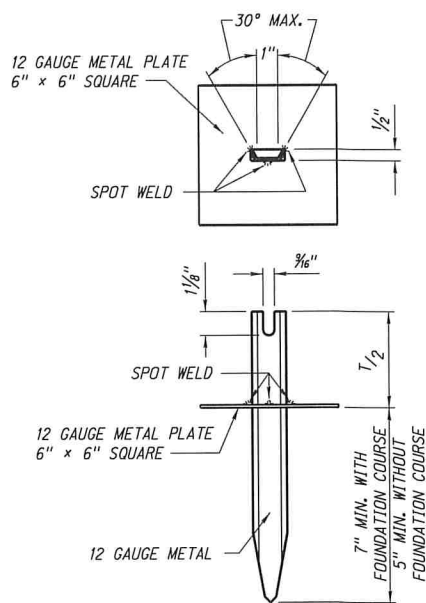
THE DOWEL BAR SPACING SHALL BE THE SAME AS SHOWN FOR THE EXPANSION JOINT. REFER TO DOWEL BAR LOCATION TABLE AND THE DOWEL BAR HEIGHT AND DIAMETER TABLE ON SHEET 1 OF 4.



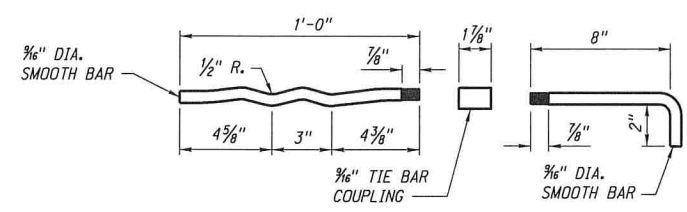
CONTRACTION JOINT



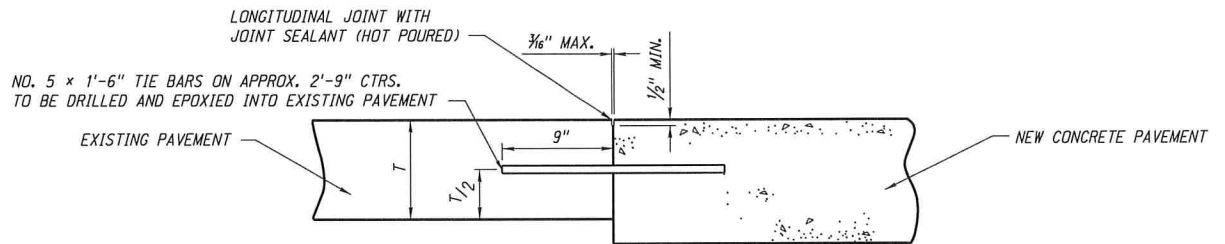
TIE BAR PIN



CHAIR

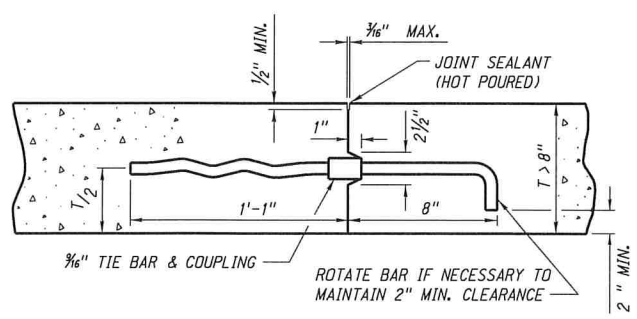


DETAILS OF "W" BAR



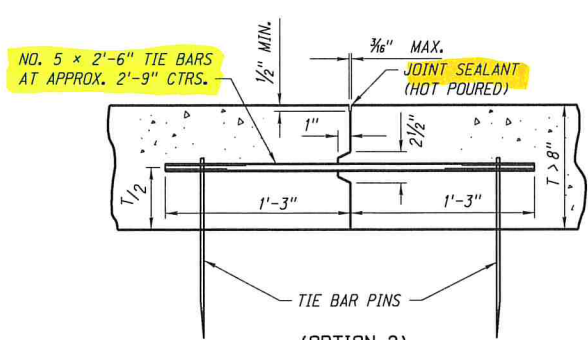
TIE BARS ARE TO BE INSTALLED WHERE NEW CONCRETE PAVEMENT IS PLACED ADJACENT TO EXISTING CONCRETE PAVEMENT

DETAILS OF TIE BAR



(OPTION 1)
KEY TYPE

NO. 5 HOOK AND W-BARS AT APPROX. 2'-9" CTRS. OR 3/8" HOOK AND W-BARS AT APPROX. 2'-9" CTRS.

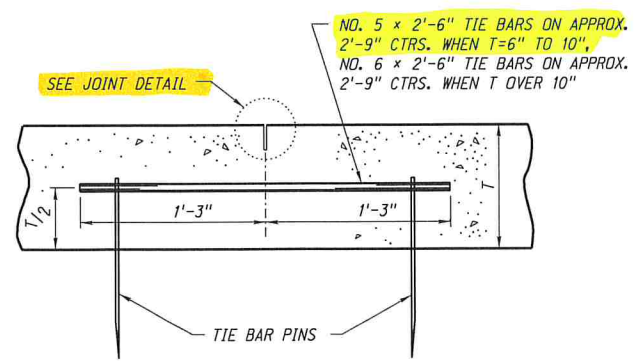


(OPTION 2)
KEY TYPE

KEY TYPE JOINT SHALL BE USED ON ALL LONGITUDINAL CONSTRUCTION JOINTS WHEN THE ADJACENT LANE IS NOT PLACED AT THE SAME TIME

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.



SAWED

WHEN TWO ADJACENT LANES ARE PLACED AT THE SAME TIME, THE LONGITUDINAL JOINT COMMON TO THE LANES SHALL BE SAWED

NOTE: T = PAVEMENT THICKNESS

REV. NO.	DATE	DESCRIPTION OF REVISION
R11	JUL 20	CHANGED TINGING 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. SYSLA
E-10043
STATE OF NEBRASKA

DATE: _____
ORIGINAL: OCTOBER 25, 1994
DATE: _____

2
4

FINISHING 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:

TIMING 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.

R11	JUL 20	CHANGED TINING INFORMATION
R10	JAN 18	CHANGED DOWEL BAR LOCATION TABLE
R9	JUL 11	JOINT: EARLY SAW CUT
REV. NO.	DATE	DESCRIPTION OF REVISION

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:



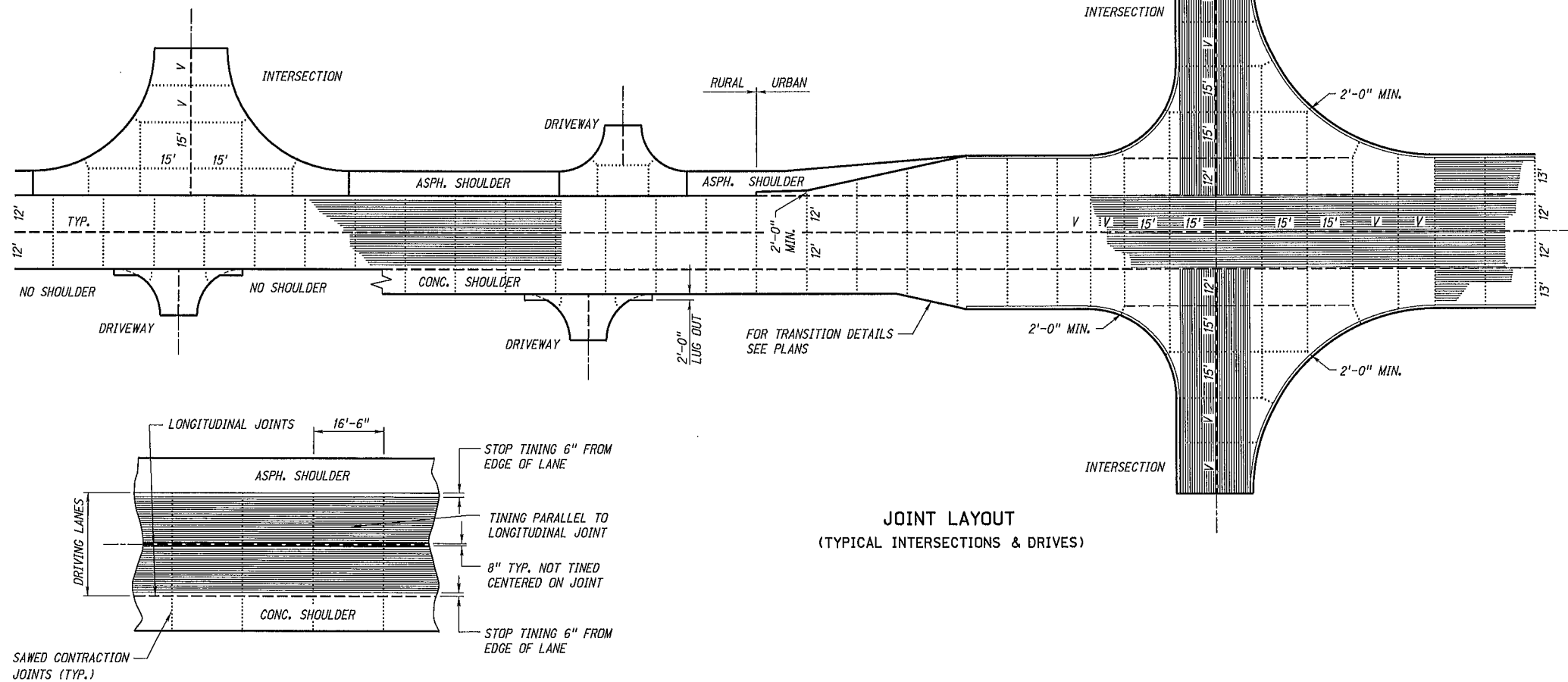
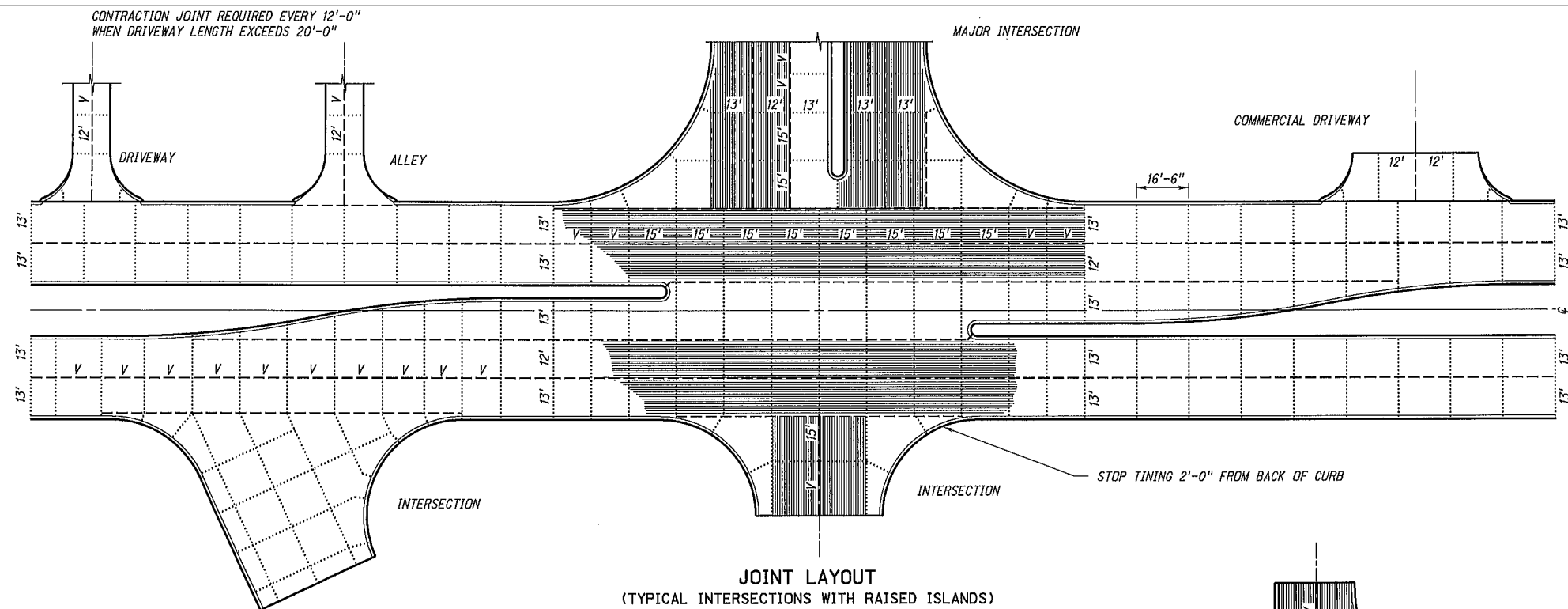
DATE

ORIGINAL:

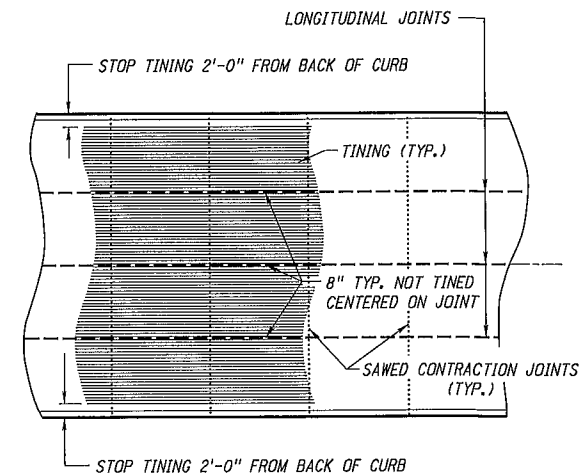
OCTOBER 25, 1994

DATE





RURAL TINGING LIMITS WITH SURFACED SHOULDERS



LEGEND

- SAWED CONTRACTION JOINT
 ----- LONGITUDINAL JOINT

NOTES:

TINGING 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".

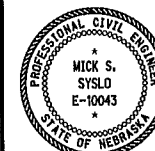
VARIABLE SPACING IS USED AROUND INTERSECTIONS AND LARGE DRIVEWAYS WHICH IS TIED TO THE CONCRETE LANES OR SHOULDERS TO MATCH THE JOINTS.

R11	JUL 20	CHANGED TINGING INFORMATION
R10	JAN 18	CHANGED DOWEL BAR LOCATION TABLE
R9	JUL 11	JOINT: EARLY SAW CUT
REV. NO.	DATE	DESCRIPTION OF REVISION

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

4

4

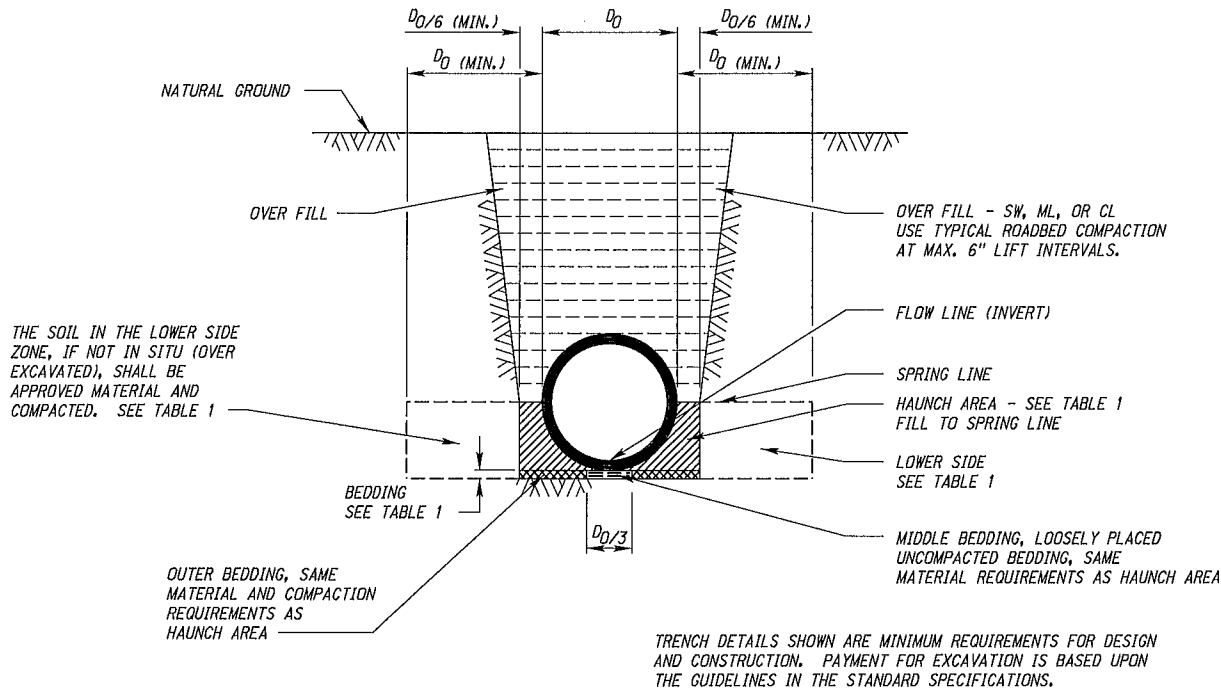
TABLE 1 - CONCRETE
STANDARD INSTALLATIONS, SOILS AND
MINIMUM COMPACTION REQUIREMENTS

INSTALLATION TYPE	BEDDING THICKNESS	HAUNCH AND OUTER BEDDING	LOWER SIDE
TYPE 1	D ₀ /24 MINIMUM, NOT LESS THAN 3" IF ROCK FOUNDATION, USE D ₀ /12 MINIMUM, NOT LESS THAN 6".	95% SW	90% SW, 95% ML, 100% CL, OR NATURAL SOILS OF EQUAL FIRMNESS
TYPE 2		90% SW OR 95% ML	85% SW, 90% ML, 95% CL, OR NATURAL SOILS OF EQUAL FIRMNESS
*TYPE 3		85% SW, 90% ML, OR 95% CL	85% SW, 90% ML, 95% CL, OR NATURAL SOILS OF EQUAL FIRMNESS

TABLE 1 NOTES:

*THE TYPE 3 INSTALLATION (SHADED) IN TABLE 4 IS THE NDOT MINIMUM STANDARD, USING EITHER A SHAPED TRENCH ACCORDING TO THE STANDARD SPECIFICATIONS, OR AT THE OPTION OF THE CONTRACTOR, THE BEDDING WITH COMPACTIONS AS SHOWN.

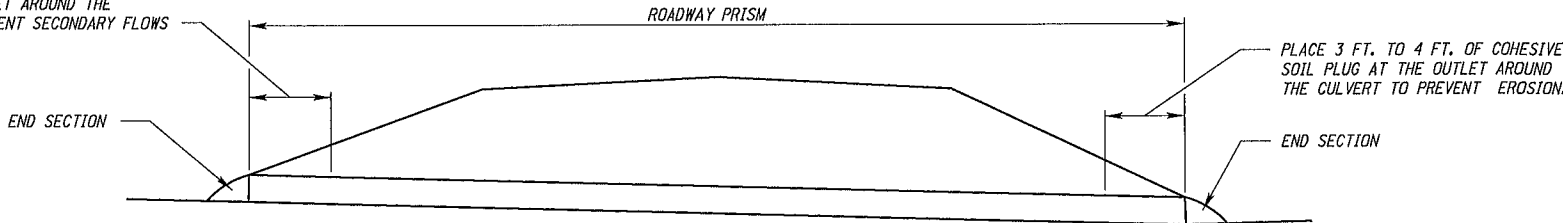
MAXIMUM FILL HEIGHTS FOR THE TYPE 1, 2, AND 3 INSTALLATIONS ARE SHOWN IN TABLE 4.



TRENCHES SHALL BE EXCAVATED IN ACCORDANCE WITH APPROVED SAFETY PRACTICE.

TYPICAL TRENCH INSTALLATION

PLACE 3 FT. TO 4 FT. OF COHESIVE SOIL
PLUG AT THE INLET AROUND THE
CULVERT TO PREVENT SECONDARY FLOWS



LIMITS OF BEDDING AND BACKFILL

EXCAVATION, BEDDING AND EMBANKMENT SEQUENCE:

TRENCH INSTALLATION:

- DETERMINE THE FLOW LINE AND TRENCH BOTTOM ELEVATIONS.
- DETERMINE THE SHAPE OF TRENCH. DECIDE IF SHORING IS NEEDED. CONTRACTOR IS ULTIMATELY RESPONSIBLE FOR THE SAFETY OF ALL WORKERS, EQUIPMENT AND MATERIALS IN THE TRENCH.
- PLACE THE BEDDING MATERIAL (SEE CONCRETE - TABLE 1) LOOSELY.
- PLACE PIPE ON THE BEDDING AND COMPACT OUTER BEDDING, (SEE TABLE 1).
- PLACE AND COMPACT THE LOWER SIDE, HAUNCH AND OVERFILL MATERIAL AT 6 IN. INTERVALS.

EMBANKMENT INSTALLATION:

- DETERMINE THE FLOW LINE AND SPRING LINE ELEVATION.
- IF FLOW LINE IS ABOVE THE NATURAL GROUND, PLACE AN EMBANKMENT AT LEAST 300 WIDE WITH 3:1 FORESLOPES OR FLATTER AT SPRING LINE ELEVATION, COMPACTED AT ROADBED REQUIRED COMPACTION.
- IF THE FLOW LINE IS BELOW THE NATURAL GROUND BUT THE SPRING LINE IS ABOVE THE NATURAL GROUND, PLACE THE EMBANKMENT SIMILAR TO THE ONE IN STEP B.
- EXCAVATE TO PROPER ELEVATION.
- PLACE BEDDING MATERIAL (SEE TABLE 1) LOOSELY.
- PLACE THE PIPE ON THE BEDDING MATERIAL AND COMPACT OUTER BEDDING MATERIAL (SEE CONCRETE - TABLE 1).
- PLACE AND COMPACT THE HAUNCH, LOWER SIDE AND OVERFILL MATERIAL AT 6 IN. INTERVALS.

NOTES FOR TRENCH INSTALLATIONS:

- COMPACTION AND SOIL SYMBOLS, I.E. 95% SW, REFER TO SW SOIL MATERIAL WITH MINIMUM STANDARD PROCTOR COMPACTION OF 95%.
- THE TRENCH TOP ELEVATION SHALL BE NO LOWER THAN 1 FT. BELOW THE BOTTOM OF THE PAVEMENT BASE MATERIAL.
- SOIL IN BEDDING AND HAUNCH ZONES SHALL BE COMPACTED TO AT LEAST THE SAME COMPACTION AS SPECIFIED FOR THE MAJORITY OF SOIL IN THE BACKFILL ZONES.
- THE TRENCH WIDTH SHALL BE WIDER THAN SHOWN IF REQUIRED FOR ADEQUATE SPACE TO ATTAIN THE SPECIFIED COMPACTION IN THE HAUNCH AND BEDDING ZONES.
- FOR TRENCH WALLS THAT ARE WITHIN 10 DEGREES OF VERTICAL, THE COMPACTION OR FIRMNESS OF THE SOIL IN THE TRENCH WALLS AND LOWER SIDE ZONE NEED NOT TO BE CONSIDERED.
- FOR TRENCH WALLS WITH GREATER THAN 10 DEGREE SLOPES THAT CONSIST OF EMBANKMENT, THE LOWER SIDE SHALL BE COMPACTED TO AT LEAST THE SAME COMPACTION AS SPECIFIED FOR THE SOIL IN THE BACKFILL ZONE.

R2	JAN. 18	NDOT BORDER TO NDOT BORDER
R1	OCT. 14	UP TO 60" PLASTIC ALLOWED IN ALL OF TABLE 1 - PLASTIC
REV. NO.	DATE	DESCRIPTION OF REVISION
NEBRASKA DEPARTMENT OF TRANSPORTATION STANDARD PLAN NO. 411-R2 BEDDING AND BACKFILL REQUIREMENTS FOR CONCRETE PIPE		
ACCEPTED BY FHWA FOR USE ON THE NATIONAL HIGHWAY SYSTEM:		
		DATE ORIGINAL: JUNE 6, 2008 DATE
		1 4

TABLE 1 - CONCRETE
STANDARD INSTALLATIONS, SOILS AND
MINIMUM COMPACTION REQUIREMENTS

INSTALLATION TYPE	BEDDING THICKNESS	HAUNCH AND OUTER BEDDING	LOWER SIDE
TYPE 1	D ₀ /24 MINIMUM, NOT LESS THAN 3" IF ROCK FOUNDATION,USE D ₀ /12 MINIMUM, NOT LESS THAN 6".	95% SW	90% SW, 95% ML OR 100% CL
TYPE 2		90% SW OR 95% ML	85% SW, 90% ML OR 95% CL
*TYPE 3		85% SW, 90% ML, OR 95% CL	85% SW, 90% ML OR 95% CL

TABLE 1 NOTES:

*THE TYPE 3 INSTALLATION (SHADED) IN TABLE 4 IS THE NDOR MINIMUM
STANDARD, USING EITHER A SHAPED TRENCH ACCORDING TO THE STANDARD
SPECIFICATIONS, OR AT THE OPTION OF THE CONTRACTOR, THE BEDDING
WITH COMPACTIONS AS SHOWN.

MAXIMUM FILL HEIGHTS FOR THE TYPE 1, 2, AND 3 INSTALLATIONS ARE
SHOWN IN TABLE 4.

TABLE 2 - CONCRETE
PIPE DIMENSIONS

NOMINAL PIPE DIAMETER (INCHES)	STANDARD OUTSIDE PIPE DIAMETER, D ₀ (SPAN)			
	ROUND PIPE	ARCH PIPE	H. ELLIP. PIPE	V. ELLIP. PIPE
15	19.5	22.5		
18	23	27	28.5	
21	26.5	31.5		
24	30	34.5	36.5	
27	33.5		41	
30	37	43.25	45.5	
36	44	51.75	54	38
42	51	60.13	63	44
48	58	68.5	71	49
54	65	76	80	55
60	72	85	89	61
66	79		97	67
72	86	102	106	73
78	93		114	79
84	100	118	123	85
90	107			
96	114			
102	121			
108	128			

TABLE 3
SOIL CLASSIFICATION FOR BEDDING & BACKFILL

ASTM SOIL GROUP SYMBOL D 2487	DESCRIPTION	PERCENTAGE PASSING SIEVE SIZES		
		1½ IN.	NO. 4	NO. 200
SW	WELL GRADED SANDS AND GRAVELLY-SANDS: LITTLE OR NO FINES. NON PLASTIC	100%	> 50% OF "COURSE FRACTION"	< 5%
ML	INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY-FINE-SANDS, SILTS WITH SLIGHT PLASTICITY		100%	> 50%
CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELY-CLAYS, SANDY-CLAYS, SILTY-CLAYS, LEAN CLAYS			

NOTES FOR EMBANKMENT INSTALLATIONS:

1. COMPACTION AND SOIL SYMBOLS, I.E. 95% SW, REFER TO SW SOIL MATERIAL WITH A MINIMUM STANDARD
PROCTOR COMPACTION OF 95%.
2. SOIL IN THE OUTER BEDDING, HAUNCH, AND LOWER SIDE ZONES, EXCEPT WITHIN THE D₀/3 MIDDLE BEDDING,
SHALL BE COMPACTED TO AT LEAST THE SAME COMPACTION AS THE MAJORITY OF THE SOIL IN THE OVERFILL
ZONES.
3. SUBTRENCHES
 - 3.1 A SUBTRENCH IS DEFINED AS A TRENCH WITH ITS TOP AT AN ELEVATION LOWER THAN 1 FT. BELOW THE BOTTOM
OF THE PAVEMENT BASE MATERIAL.
 - 3.2 THE MINIMUM WIDTH OF A SUBTRENCH SHALL BE 1.33D₀, OR WIDER IF REQUIRED FOR ADEQUATE SPACE TO
ATTAIN THE SPECIFIED COMPACTION IN THE HAUNCH AND BEDDING ZONES.
 - 3.3 FOR SUBTRENCHES WITH WALLS OF NATURAL SOIL, ANY PORTION OF THE LOWER SIDE ZONE IN THE SUBTRENCH
WALL SHALL BE AT LEAST AS FIRM AS AN EQUIVALENT SOIL PLACED TO THE COMPACTION REQUIREMENTS
SPECIFIED FOR THE LOWER SIDE ZONE, AND AS FIRM AS THE MAJORITY OF SOIL IN THE OVERFILL ZONE, OR
SHALL BE REMOVED AND REPLACED WITH SOIL COMPACTED TO THE SPECIFIED LEVEL.

GENERAL NOTES:

WHEN IN-SITU LATERAL SOIL RESISTANCE IS NEGLIGIBLE, E.G. PEAT, MUCK, OR HIGHLY EXPANSIVE SOIL, EMBEDMENT
SHALL BE PLACED AND COMPACTED AT THE DIRECTION OF THE ENGINEER.

TO PROTECT THE PIPE AND BACKFILL DURING CONSTRUCTION, PROVIDE A MINIMUM OF 36" OF COMPACTED FILL
MATERIAL OVER THE TOP OF THE PIPE BEFORE ALLOWING ANY HEAVY EQUIPMENT TO TRAVERSE OVER THE PIPE.
EXTREMELY HEAVY EQUIPMENT MAY REQUIRE LARGER COVER AS DETERMINED BY THE CONTRACTOR.

THE PIPE VOLUME SHOULD NOT BE SUBTRACTED FROM THE VOLUME OF EXCAVATION.

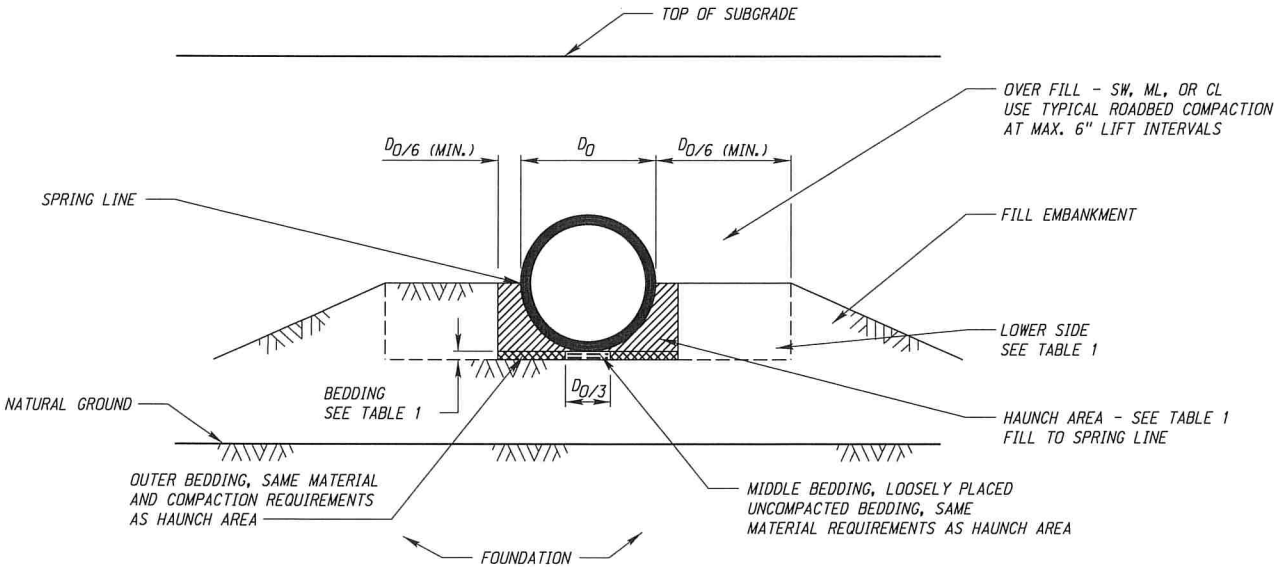
THESE DESIGN STANDARDS ARE MINIMUM. IF A MORE RESTRICTIVE DESIGN IS REQUIRED BY THE ENGINEER OR CULVERT
MANUFACTURER, THEN THESE STANDARDS SHALL BE MODIFIED. CHANGES TO PAY ITEM QUANTITIES DUE TO UNFORESEEN
SITE CONDITIONS SHALL BE CALCULATED AND INCORPORATED INTO THE CONTRACT THRU A CHANGE ORDER.

BOTH ENDS OF THE PIPE SHALL BE SEALED WITH COHESIVE SOIL (AROUND THE PIPE EXTENDING 3 FT. TO 4 FT.
FROM EACH END) TO PROTECT AGAINST INFILTRATION AND EROSION.

BEDDING AND BACKFILL MATERIAL IS NOT PAID FOR DIRECTLY, BUT IS SUBSIDIARY TO THE LINEAR FEET OF CULVERT.

BEDDING AND BACKFILL MATERIAL SHALL MEET ASTM D 2487 (SOIL GROUPS AS SHOWN IN TABLE 3).

PERCENT COMPACTION SHALL BE DETERMINED IN ACCORDANCE WITH NDOR STANDARD TEST METHOD T 99.



TYPICAL EMBANKMENT INSTALLATION

R2	JAN. 18	NDOR BORDER TO NDOT BORDER
R1	OCT. 14	UP TO 60" PLASTIC ALLOWED IN ALL OF TABLE 1 - PLASTIC
REV. NO.	DATE	DESCRIPTION OF REVISION
NEBRASKA DEPARTMENT OF TRANSPORTATION STANDARD PLAN NO. 411-R2 BEDDING AND BACKFILL REQUIREMENTS FOR CONCRETE PIPE		
ACCEPTED BY FHWA FOR USE ON THE NATIONAL HIGHWAY SYSTEM:		
		
DATE		2
ORIGINAL: JUNE 6, 2008		4
DATE		

TABLE 1 - CONCRETE
STANDARD INSTALLATIONS, SOILS AND
MINIMUM COMPACTION REQUIREMENTS

INSTALLATION TYPE	BEDDING THICKNESS	HAUNCH AND OUTER BEDDING	LOWER SIDE
TYPE 1	D ₀ /24 MINIMUM, NOT LESS THAN 3" IF ROCK FOUNDATION,USE D ₀ /12 MINIMUM, NOT LESS THAN 6".	95% SW	90% SW, 95% ML OR 100% CL
TYPE 2		90% SW OR 95% ML	85% SW, 90% ML OR 95% CL
*TYPE 3		85% SW, 90% ML, OR 95% CL	85% SW, 90% ML OR 95% CL

NOTES:

* THE TYPE 3 INSTALLATION (SHADED) IN TABLE 4 IS THE NDOR MINIMUM STANDARD, USING EITHER A SHAPED TRENCH ACCORDING TO THE STANDARD SPECIFICATIONS, OR AT THE OPTION OF THE CONTRACTOR, THE BEDDING WITH COMPACTIONS AS SHOWN.

MAXIMUM FILL HEIGHTS FOR THE TYPE 1, 2, AND 3 INSTALLATIONS ARE SHOWN IN TABLE 4.

INSTALLATION TYPE 2 AND TYPE 1 ARE IMPROVED METHODS IN ORDER TO SUPPORT HIGHER FILL HEIGHTS USING CLASS III, IV, AND V CIRCULAR CONCRETE PIPE. INSTALLATION TYPE 1 WILL PROVIDE THE BEST IN-SITU PERFORMANCE USING GREATER COMPACTION WITH GRANULAR BEDDING AND BACKFILL. THE CONTRACTOR WILL CHOOSE THE INSTALLATION TYPE AND CLASS OF PIPE. ACTUAL PROJECT FILL HEIGHTS MUST BE KNOWN IN ORDER TO USE TABLE 4.

ROUND EQUIVALENT, NON-CIRCULAR PIPE SUCH AS ARCH OR ELLIPTICAL PIPE, MAY BE SELECTED, PROVIDED SUCH PIPE ARE DESIGNED AND MANUFACTURED TO THE SAME D-LOADS AND ULTIMATE STRENGTHS (SEE TABLE 5) AS THE SELECTED CIRCULAR PIPE FROM THE FILL HEIGHT TABLE.

TABLE 5
D-LOADS FOR CONCRETE PIPE

PIPE CLASS	III	IV	V
D-LOAD TO PRODUCE A 0.01-IN. CRACK	1350	2000	3000
D-LOAD TO PRODUCE THE ULTIMATE LOAD	2000	3000	3750

NOTES:

LOAD ON PIPE IN POUNDS PER LINEAR FOOT = D-LOAD X INSIDE SPAN IN FEET
D-LOAD = TEST LOAD EXPRESSED IN POUNDS-FORCE PER LINEAR FOOT PER FOOT OF DIAMETER

TABLE 4
MAXIMUM FILL HEIGHTS (FEET) FOR STANDARD
DESIGN (AASHTO M 170) ROUND CONCRETE PIPE

PIPE SIZE (IN.)	INSTALLATION TYPE 3* (NDOR STANDARD)			INSTALLATION TYPE 2			INSTALLATION TYPE 1		
	CLASS III	CLASS IV	CLASS V	CLASS III	CLASS IV	CLASS V	CLASS III	CLASS IV	CLASS V
15	12	15	21	15	19	26	23	28	40
18	12	17	24	16	22	30	24	32	45
21	13	19	26	16	24	32	25	37	48
24	13	19	26	17	24	33	25	32	45
27	13	17	26	17	21	34	23	26	51
30	12	14	25	15	17	32	20	21	49
36	10	16	24	13	21	31	20	31	47
42	10	15	23	13	19	29	20	29	44
48	10	14	22	13	18	29	20	28	43
54	10	14		13	17		20	27	
60	9	14		12	18		19	28	
66	9	14		12	18		19	28	
72	9	14		12	18		19	28	
78	9			12			19		
84	9			12			19		
90	9			12			20		
96	9			12			19		
102	10			13			20		
108	10			14			22		

TABLE 4 NOTES:

AASHTO M 170 SPECIFICATIONS ARE MODIFIED AS FOLLOWS:

ONLY SINGLE INNER CAGE, CIRCULAR REINFORCING IS ALLOWED FOR CLASS III, 15", 18", 21", AND 24" ROUND RCP AS SHOWN:

PIPE SIZE (IN.)	CLASS	MINIMUM CIRCUMFERENTIAL REINFORCING (IN. ² /FT. OF PIPE WALL)
15	III	0.08
18	III	0.10
21	III	0.12
24	III	0.14

APPLICABLE SPECIFICATIONS:

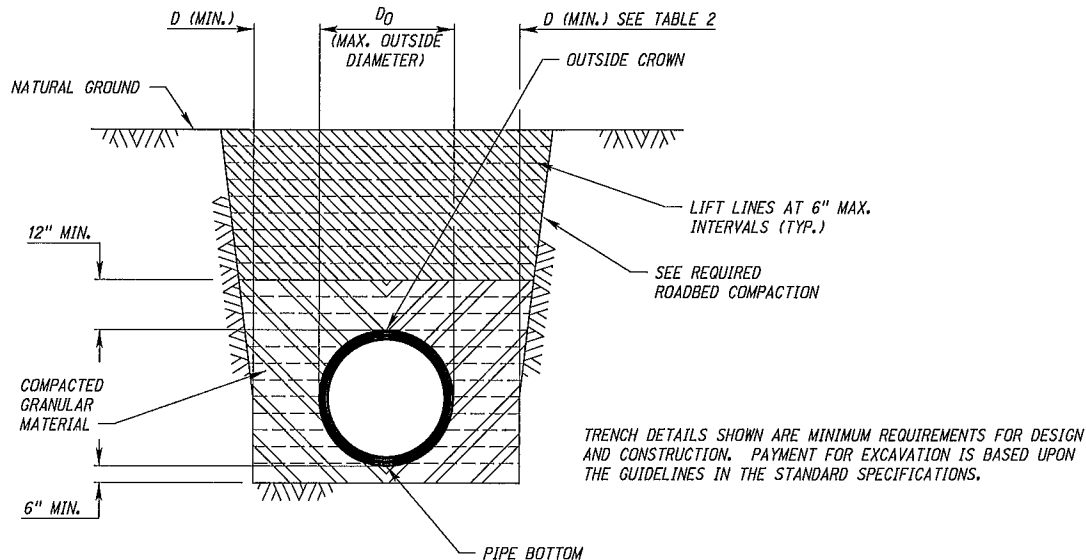
AASHTO M 170---ROUND RCP
AASHTO M 206---ARCH RCP
AASHTO M 207---ELLIPTICAL RCP

GENERAL NOTES:

FILL HEIGHTS SHOWN IN TABLE 4 WERE DEVELOPED USING ASCE STANDARDS FOR DIRECT DESIGN OF BURIED PRECAST CONCRETE PIPE, MANUFACTURED IN ACCORDANCE WITH AASHTO M 170 SPECIFICATION REQUIREMENTS (SEE TABLE 4 FOOTNOTE FOR EXCEPTIONS). FILL HEIGHTS SHOWN APPLY ONLY TO ROUND PIPE (UNDER FULL FLOW CONDITIONS), USED UNDER RIGID AND FLEXIBLE PAVEMENT, WITH SOIL OVERFILL WEIGHING 120 POUNDS PER CUBIC FOOT. UNDER SPECIAL CIRCUMSTANCES (WHERE PAVEMENT IS NOT USED AND LIVE LOAD BECOMES CRITICAL, OR DIFFERENT SOIL DENSITY IS ENCOUNTERED, OR THE ONE FOOT MINIMUM CLEARANCE FROM THE BOTTOM OF THE PAVEMENT TO THE TOP OF THE PIPE CANNOT BE MAINTAINED) THESE FILL HEIGHTS MAY NEED TO BE MODIFIED. DEEPER FILL HEIGHTS MAY BE USED BY SUBMITTING A SPECIAL STANDARD INSTALLATION DIRECT DESIGN (SIDD) FOR NDOR APPROVAL.

CONCRETE PIPE DESIGNS THAT ARE NOT SHOWN IN APPLICABLE AASHTO SPECIFICATIONS WILL BE CONSIDERED SPECIAL DESIGNS THAT MUST BE SUBMITTED TO NDOR FOR APPROVAL.

R2	JAN. 18	NDOR BORDER TO NDOT BORDER
R1	OCT. 14	UP TO 60" PLASTIC ALLOWED IN ALL OF TABLE 1 - PLASTIC
REV. NO.	DATE	DESCRIPTION OF REVISION
NEBRASKA DEPARTMENT OF TRANSPORTATION STANDARD PLAN NO. 411-R2 BEDDING AND BACKFILL REQUIREMENTS FOR CONCRETE PIPE		
ACCEPTED BY FHWA FOR USE ON THE NATIONAL HIGHWAY SYSTEM:		
	DATE	3 4
	ORIGINAL: JUNE 6, 2008 DATE	



TRENCHES SHALL BE EXCAVATED IN ACCORDANCE WITH APPROVED SAFETY PRACTICE.

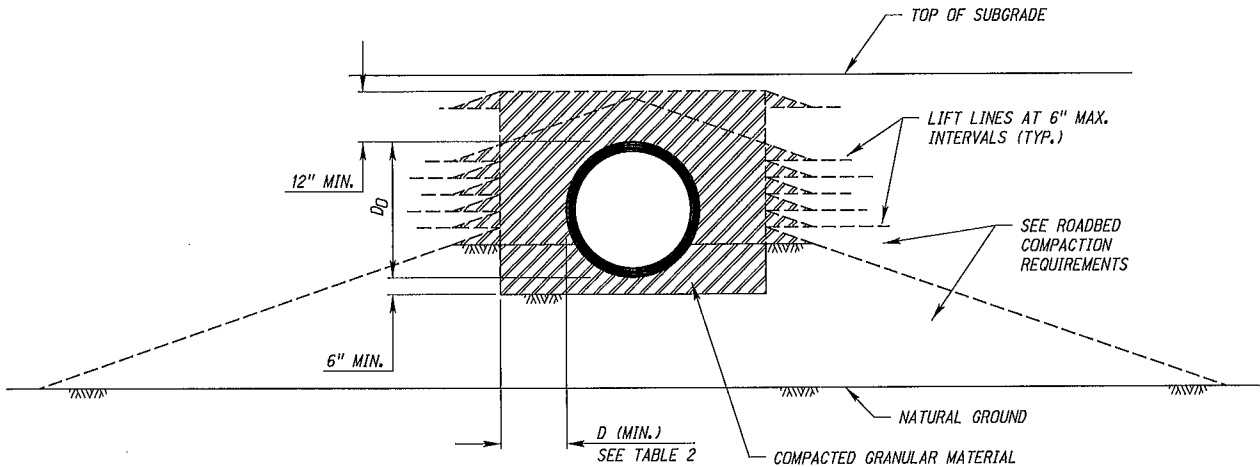
TYPICAL TRENCH INSTALLATION

TABLE 1 - PLASTIC SOIL CLASSIFICATION FOR GRANULAR FILL MATERIAL

SOIL GROUP SYMBOL D 2487	DESCRIPTION	% PASSING SIEVE SIZES		
		1½ IN.	NO. 4	NO. 200
GW	WELL GRADED GRAVEL AND GRAVEL-SAND MIXTURES; LITTLE OR NO FINES.	100%	{ 50% OF COARSE FRACTION	{ 5%
GP	POORLY GRADED GRAVEL AND GRAVEL-SAND MIXTURES; LITTLE OR NO FINES.			
SW	WELL GRADED SAND AND GRAVEL-SANDS; LITTLE OR NO FINES.			
SP	POORLY GRADED SAND AND GRAVEL-SANDS; LITTLE OR NO FINES.			
E.G. GW-GC SP-SM	SAND AND GRAVELS WHICH ARE BORDER LINE BETWEEN CLEAN AND WITH FINES.	100%	VARIABLES	5% TO 12%
GM	SILTY GRAVEL, GRAVEL-SAND-SILT MIXTURES.	100%	{ 50% OF COARSE FRACTION	12% TO 50%
GC	CLAYEY-GRAVEL, GRAVEL-SAND-CLAY MIXTURES.			
SM	SILTY SANDS, SAND-SILT MIXTURES.			

TABLE 2 - PLASTIC MINIMUM D (INCHES)

NOMINAL PIPE DIAMETER (INCHES)	TRENCH INSTALLATION		EMBANKMENT INSTALLATION	
	METAL PIPE	PLASTIC PIPE	METAL PIPE	PLASTIC PIPE
15	11	11	15	15
18	12	12	18	18
24	13	13	24	24
30	15	15	24	24
36	17	17	24	24
42	24	24	24	24
48	24	24	24	24
54	24	24	24	24
60	24	24	24	24
66	24		24	
72	24		24	
78	24		24	
84	24		24	



TYPICAL EMBANKMENT INSTALLATION

NOTES:

INSTALLATIONS AS SHOWN ARE REQUIRED UNDER ALL SURFACED ROADWAYS. BEDDING AND BACKFILL FOR DRIVE PIPE OR OTHER PIPE OUTSIDE THE ROADWAY PRISM (OR BACK OF CURB-LINE FOR URBAN PROJECTS) MAY BE INSTALLED USING SUITABLE EXISTING SOIL, PLACED AND COMPACTED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS.

WHERE IN-SITU LATERAL SOIL RESISTANCE IS NEGLIGIBLE E.G. PEAT, MUCK, OR HIGHLY EXPANSIVE SOIL, EMBEDMENT SHALL BE PLACED AND COMPACTED AT THE DIRECTION OF THE ENGINEER.

TO PROTECT THE PIPE AND BACKFILL DURING CONSTRUCTION, PROVIDE A MINIMUM OF 36" OF COMPACTED FILL MATERIAL OVER THE TOP OF THE PIPE BEFORE ALLOWING ANY HEAVY EQUIPMENT TO TRAVERSE OVER THE PIPE. EXTREMELY HEAVY EQUIPMENT MAY REQUIRE LARGER COVER AS DETERMINED BY THE CONTRACTOR.

PIPE VOLUME SHOULD NOT BE SUBTRACTED FROM THE VOLUME OF EXCAVATION.

THESE DESIGN STANDARDS ARE MINIMUM. IF A MORE RESTRICTIVE DESIGN IS REQUIRED BY THE ENGINEER OR THE CULVERT MANUFACTURER, THEN THESE STANDARDS SHALL BE MODIFIED. CHANGES TO PAY ITEM QUANTITIES DUE TO UNFORESEEN SITE CONDITIONS SHALL BE CALCULATED AND INCORPORATED INTO THE CONTRACT BY A CHANGE ORDER.

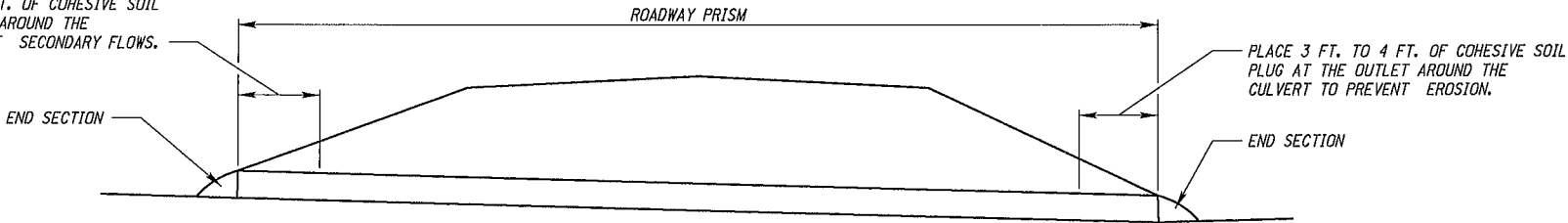
EXPOSED ENDS OF THE PIPE SHALL BE SEALED WITH COHESIVE SOIL (AROUND THE PIPE EXTENDING 3 FT. TO 4 FT. FROM EACH END) TO PROTECT AGAINST INFILTRATION AND EROSION.

GRANULAR FILL MATERIAL IS NOT PAID FOR DIRECTLY, BUT IS SUBSIDIARY TO THE LINEAR FEET OF CULVERT.

GRANULAR MATERIAL SHALL MEET ASTM D 2487 (SOIL GROUP AS SHOWN IN TABLE 1). MATERIAL SHALL BE COMPACTED TO AT LEAST 90% PROCTOR TEST DENSITY.

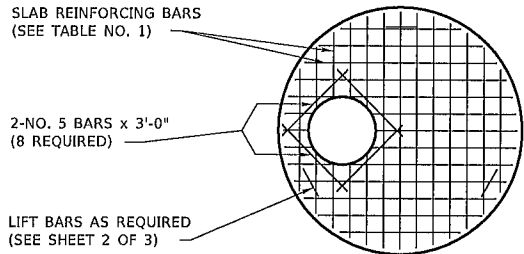
PERCENT COMPACTION SHALL BE DETERMINED IN ACCORDANCE WITH NDOR STANDARD TEST METHOD T 99.

PLACE 3 FT. TO 4 FT. OF COHESIVE SOIL PLUG AT THE INLET AROUND THE CULVERT TO PREVENT SECONDARY FLOWS.



LIMITS OF BEDDING AND BACKFILL

R2	JAN. 18	NDOR BORDER TO NDOT BORDER
R1	OCT. 14	UP TO 60" PLASTIC ALLOWED IN ALL OF TABLE 1 - PLASTIC
REV. NO.	DATE	DESCRIPTION OF REVISION
NEBRASKA DEPARTMENT OF TRANSPORTATION STANDARD PLAN NO. 411-R2 BEDDING AND BACKFILL REQUIREMENTS FOR MCCMP, PCCMP, & PLASTIC PIPE		
ACCEPTED BY FHWA FOR USE ON THE NATIONAL HIGHWAY SYSTEM:		
		DATE
ORIGINAL: JUNE 6, 2008		DATE
		4 4



FLAT SLAB BASE

TABLE NO. 1	
BASE AND TOP SLAB FOR ROUND MANHOLE	
MANHOLE DIAMETER	SLAB REINFORCING BAR SIZE AND SPACING
48" - 60"	NO. 4 AT 6" CTRS.
66" & 72"	NO. 5 AT 7½" CTRS.
84" & 96"	NO. 5 AT 6½" CTRS.
120"	NO. 5 AT 5½" CTRS.

TABLE NO. 2	
CIRCUMFERENTIAL REINFORCEMENT PER FOOT OF BARREL	
DIAMETER BARREL SECTION	AREA OF STEEL A _s (SQ. IN./FT.)
84"	0.37
96"	0.47
120"	0.70

NOTES:

DIMENSION "A" SHALL BE THE DIFFERENCE BETWEEN THE MANHOLE TOP ELEVATION AND THE FLAT TOP ELEVATION FOR TYPE A MANHOLE. DIMENSION "A" SHALL BE THE DIFFERENCE BETWEEN THE TOP MANHOLE ELEVATION AND THE TOP OF THE ECCENTRIC TRANSITION SECTION FOR TYPE B MANHOLE. THE MIN. DIMENSION A SHALL BE 9" UNDER PAVEMENT AND 1'-4" OUTSIDE THE PAVEMENT. DIMENSION "A" SHALL NOT EXCEED 2'-0". WHEN RECONSTRUCTING OR ADJUSTING TO GRADE AN EXISTING MANHOLE, TYPE A OR B, DIMENSION "A" MAY BE INCREASED TO 5'-0" MAX., IF THE RECONSTRUCTION WOULD REQUIRE DIMENSION "A" TO BE IN EXCESS OF 5'-0", THEN THE CONE SECTION OF THE FLAT SLAB TOP MUST BE RAISED AND THE 2'-0" MAX. DIMENSION "A" WILL AGAIN APPLY.

DIMENSION "C" SHALL BE THE DIFFERENCE BETWEEN THE FLOWLINE ELEVATION SHOWN ON THE PLANS AND THE FLAT SLAB TOP ELEVATION WHEN SHOWN ON THE PLANS. ONE OR MORE PRECAST CONCRETE BARREL SECTIONS MAY BE PROVIDED TO OBTAIN THE REQUIRED HEIGHT. THE CONTRACTOR MAY PROVIDE ANY COMBINATION OF STANDARD LENGTH PRECAST CONCRETE SECTIONS THAT WILL EQUAL OR EXCEED DIMENSION "C". IF ADDITIONAL LENGTH IS PROVIDED, THE LEVEL BLOCKS SHALL BE SET AT THE PROPER ELEVATION BELOW THE FLOWLINE SO THAT THE FLAT SLAB TOP ELEVATION SHOWN ON THE PLANS WILL BE OBTAINED. ALL ADDITIONAL MATERIAL OR WORK REQUIRED SHALL BE AT THE CONTRACTOR'S EXPENSE.

DIMENSION "H" SHALL BE THE DIFFERENCE BETWEEN THE FLOWLINE ELEVATION SHOWN ON THE PLANS AND THE MANHOLE TOP ELEVATION SHOWN ON THE PLANS.

THE FURNISHING AND PLACING OF MANHOLE STEPS AND LIFT BARS SHALL BE SUBSIDIARY TO THE MANHOLE.

MATCH TOP INSIDE SURFACES OF THE PIPES COMING INTO THE MANHOLE WHENEVER POSSIBLE. THE MANHOLE BENCH SHALL COME UP TO ¾ THE DIA. OF THE LARGEST PIPE AND SLOPE UP 3" TO THE SIDE. CONTOUR THE BENCH TO DRAIN.

THE MIN. CLEARANCE OF REINFORCING STEEL SHALL BE 2".

BARREL DIA. SHOWN ON THE PLAN ARE THE MIN. DIA. THAT MAY BE USED AT EACH LOCATION. THESE DIA. ARE BASED ON CENTER BARREL SECTIONS WHICH ARE USUALLY AVAILABLE FROM THE FABRICATOR. THE CONTRACTOR MAY PROVIDE BARREL SECTIONS OF LARGER DIA. THAN SHOWN ON THE PLAN. NO ADDITIONAL PAYMENT SHALL BE MADE FOR BARREL SECTIONS OF A LARGER DIA. THAN SHOWN ON THE PLANS.

EACH SECTION SHALL BE SET IN A FRESH BED OF MORTAR AND POINTED UP INSIDE AND OUT, OR A COLD FORMED JOINT MATERIAL CONFORMING TO FEDERAL SPECIFICATIONS SS-S-00210.

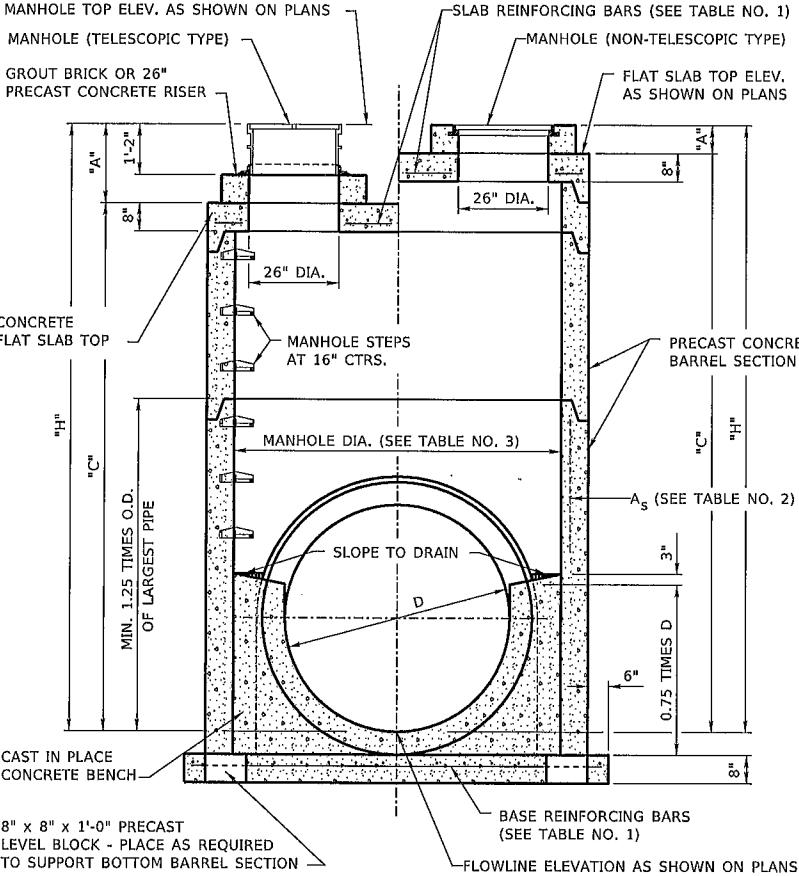
THE CONTRACTOR MAY, AT HIS OPTION, CAST-IN-PLACE THE FIRST SECTION OF THE MANHOLE WHEN THE STANDARD KNOCKOUTS ARE NOT AVAILABLE. THE CONCRETE WALL THICKNESS AND REINFORCING STEEL AREA SHALL BE AS SHOWN FOR THE RESPECTIVE "H" DIMENSION IN CHART NO. 1 FOR MANHOLE TYPE C. THE MIN. LS AND SS DIMENSION SHALL BE OF SUFFICIENT DIMENSION TO ACCOMMODATE PIPES ENTERING THE RESPECTIVE WALL. THE TOP OF THE CAST-IN-PLACE SECTION SHALL BE FORMED TO THE SAME DIA. AS THE RESPECTIVE PRECAST SECTION.

UNLESS SPECIFIED IN THE PLANS, THE CONTRACTOR MAY DETERMINE THE TYPE MANHOLE TO BE CONSTRUCTED.

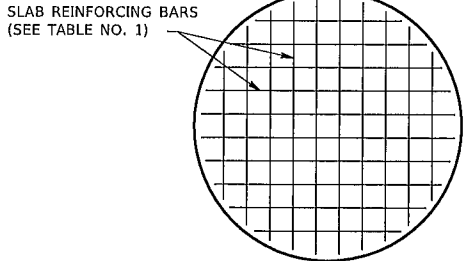
THE CONTRACTOR MAY, AT HIS OPTION, USE TRANSITION SECTIONS TO REDUCE THE BARREL SIZE OF THE MANHOLE. DIMENSION "A" CANNOT EXCEED 2'-0" ON THE 26" DIA. RISER SECTION.

WHEN USING BRICK FOR THE FINAL ADJUSTMENT OF THE FLANGE SECTION, A DOUBLE ROW OF BRICK PLASTERED ½" THICK INSIDE AND OUT SHALL BE USED. THE BRICK SHALL CONFORM TO REQUIREMENTS OF A.S.T.M. C32.

PRECAST MANHOLE SECTIONS MAY BE SET WITH EITHER THE TONGUE END UP OR THE GROOVE END UP.

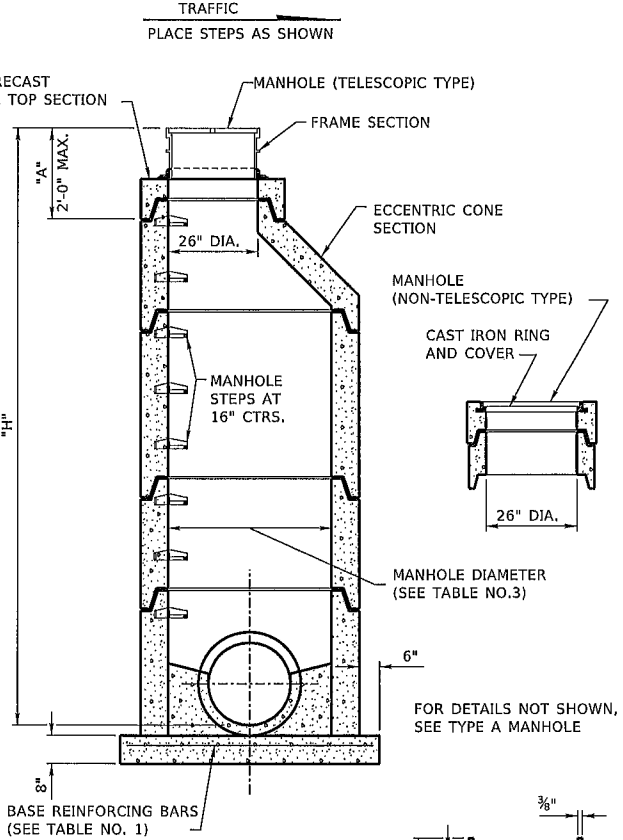


TYPE A

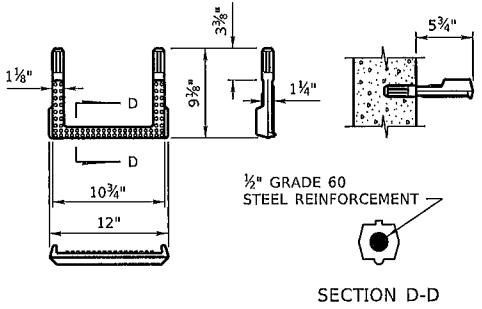
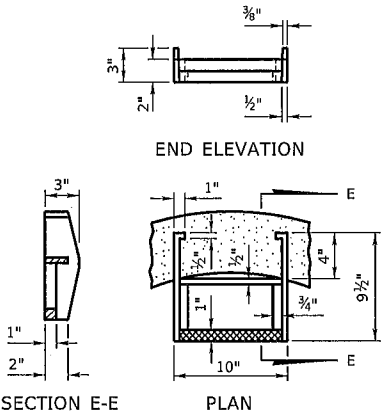


TYPE A AND B BASE

TABLE NO. 3	
MANHOLE SIZE BASED ON LARGEST PIPE INTO MANHOLE	
LARGEST PIPE DIAMETER	MINIMUM MANHOLE DIAMETER
24" OR LESS	48"
30"	54"
36"	60"
42"	66"
48"	72"
54"	84"
66"	96"
84"	120"



TYPE B



R3	DEC 22	REMOVE FLANGE SECTION CALLOUT
R2	JAN 18	NDOR BORDER TO NDOT BORDER
R1	NOV 98	MULTIPLE REVISIONS
REV. NO.	DATE	DESCRIPTION OF REVISION

NEBRASKA DEPARTMENT OF TRANSPORTATION
STANDARD PLAN NO. 435-R3
MANHOLE

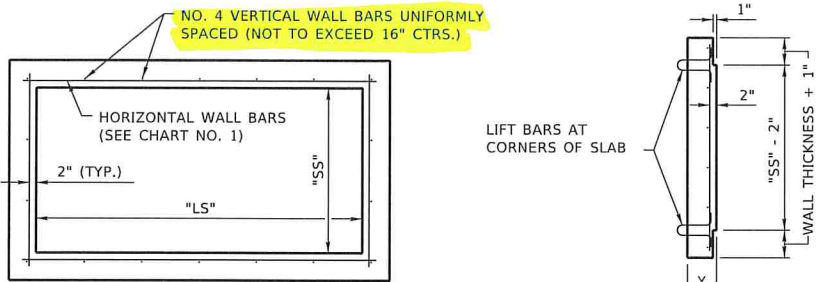
ACCEPTED BY FHWA FOR USE ON THE NATIONAL HIGHWAY SYSTEM:

PROFESSIONAL CIVIL ENGINEER
ROSS D. BARRON
E-14018
STATE OF NEBRASKA

DATE

ORIGINAL:
APRIL 4, 1988
DATE

1
3



SECTION A-A

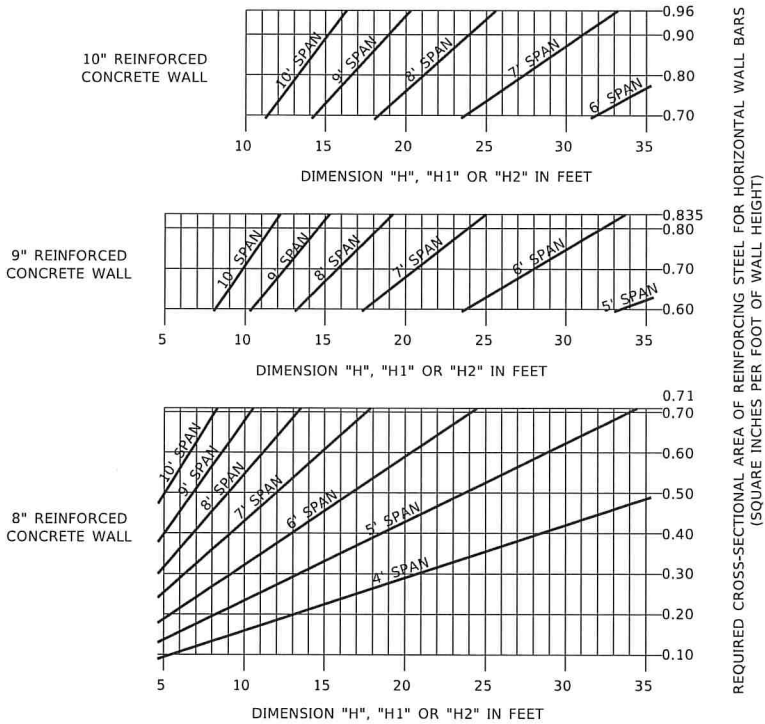


CHART NO. 1

NOTES:

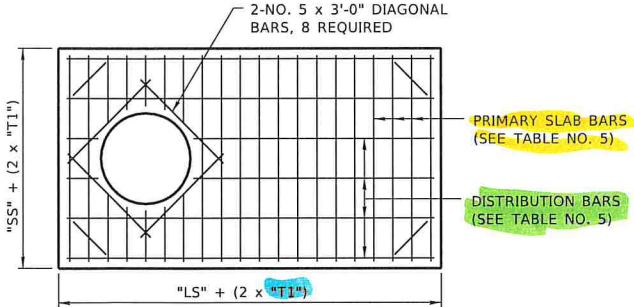
CHART NO. 1 SHALL BE USED TO DETERMINE THE WALL THICKNESS AND THE AMOUNT OF HORIZONTAL REINFORCING STEEL REQUIRED FOR A PARTICULAR VALUE OF "H" AND A LONG SPAN DIMENSION "LS". TO USE THE CHART, LOCATE THE POINT OF INTERSECTION OF A VERTICAL "H" DIMENSION LINE WITH A SLOPING SPAN LENGTH LINE. FROM THIS POINT OF INTERSECTION, DRAW A HORIZONTAL LINE TO THE RIGHT TO FIND THE REQUIRED AMOUNT OF HORIZONTAL REINFORCING STEEL PER FOOT OF WALL HEIGHT. THE REQUIRED WALL THICKNESS WILL BE FOUND AT THE LEFT OF THE PARTICULAR CHART SECTION.

EXAMPLE 1: GIVEN A MANHOLE WITH "H" = 13 FEET AND LONG SPAN "LS" = 6 FEET. FROM THE CHART FIND THAT A 8" THICK WALL WITH 0.40 SQ. IN./FT. OF REINFORCING STEEL IS REQUIRED. THE HORIZONTAL BARS MAY BE NO. 4 AT 6" SPACING OR NO. 5 AT 9" SPACING. (SEE TABLE NO. 4)

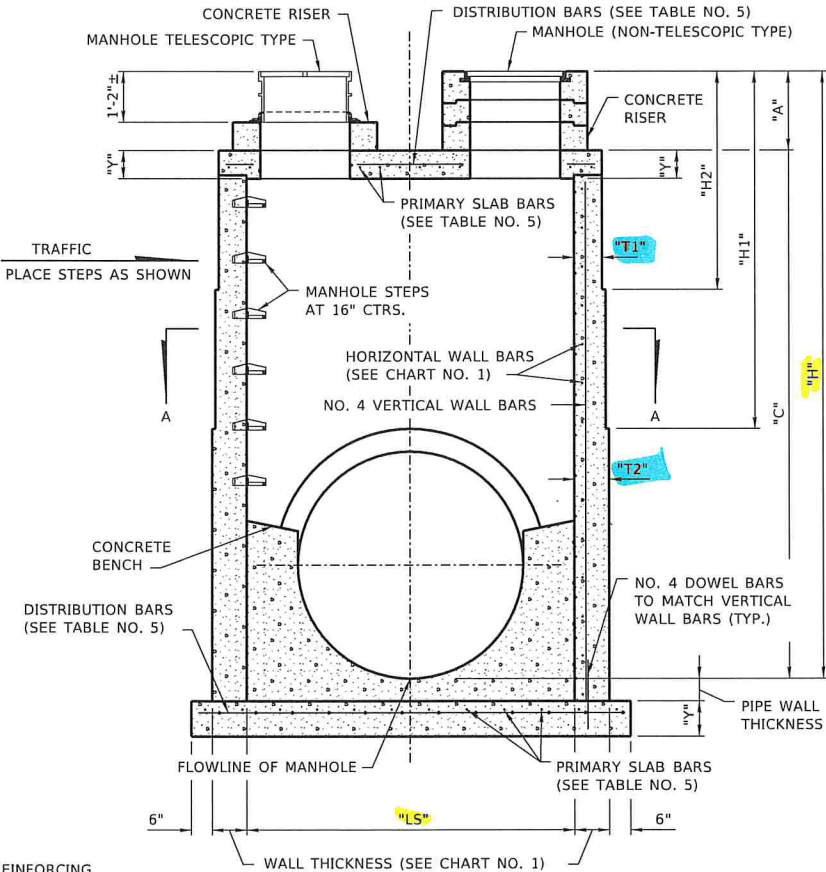
EXAMPLE 2: GIVEN A MANHOLE WITH "H" = 19 FEET AND LONG SPAN "LS" = 7.5 FEET. NOTE THAT THE CENTER SECTION OF THE CHART MUST BE USED WHICH INDICATES THAT A 9" THICK WALL IS REQUIRED. ON THE VERTICAL LINE REPRESENTING "H" = 19 FEET, FIND A POINT MIDWAY BETWEEN THE 7-FOOT AND 8-FOOT SPAN LENGTH LINES. THE REQUIRED AMOUNT OF HORIZONTAL REINFORCING STEEL WOULD THEN BE READ AS 0.73 SQ. IN./FT., WHICH COULD BE PROVIDED BY USING NO. 5 BARS AT 5" SPACING OR NO. 6 BARS AT 7" SPACING. (SEE TABLE NO. 4)

THE WALL THICKNESS AND THE AMOUNT OF HORIZONTAL REINFORCING AS DETERMINED FROM THE CHART SHALL BE USED FOR ALL FOUR WALLS IN A PARTICULAR LIFT OR POUR. THE SAME WALL DESIGN MAY BE USED THROUGHOUT THE HEIGHT OF THE MANHOLE, OR A DIFFERENT WALL DESIGN FOR THE NEXT LIFT MAY BE DETERMINED BY REENTERING THE CHART WITH THE VALUES OF "H1" AND "LS" WALL DESIGN FOR ADDITIONAL LIFTS WOULD BE HANDLED IN THE SAME MANNER.

WHEN DESIGNING A MANHOLE FROM CHART NO. 1, THE MINIMUM VALUE OF "H" SHALL BE 5 FEET (FOR DESIGN PURPOSES ONLY). THE MINIMUM HORIZONTAL REINFORCING SHALL BE NO. 4 BARS AT 12" CENTERS AND THE MINIMUM WALL THICKNESS SHALL BE 8".

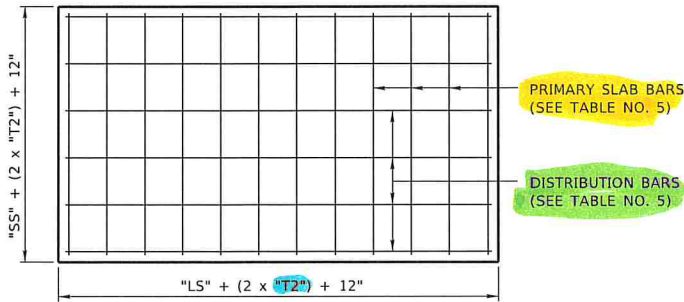


TOP SLAB



FOR DEFINITIONS OF DIMENSIONS "A", "C" AND "H", SEE SHEET 1.

TYPE C



BASE

TABLE NO. 4			
CROSS SECTIONAL AREAS IN SQUARE INCHES OF BARS IN WALL SECTIONS ONE FOOT HIGH			
SPACING	BAR SIZE		
	NO. 4	NO. 5	NO. 6
5"	0.46	0.74	1.06
5 1/2"	0.44	0.68	0.96
6"	0.40	0.62	0.88
6 1/2"	0.37	0.57	0.81
7"	0.34	0.53	0.75
7 1/2"	0.32	0.50	0.70
8"	0.30	0.47	0.66
8 1/2"	0.28	0.44	0.62
9"	0.27	0.41	0.59
9 1/2"	0.25	0.39	0.56
10"	0.24	0.37	0.53
10 1/2"	0.23	0.35	0.50
11"	0.22	0.34	0.48
11 1/2"	0.21	0.32	0.46
12"	0.20	0.31	0.44

TABLE NO. 5			
BASE AND TOP SLAB FOR RECTANGULAR MANHOLE			
SHORT SPAN DIMENSION "SS"	SLAB THICKNESS "W"	PRIMARY SLAB REINFORCING BAR SIZE & SPACING	DISTRIBUTION REINFORCING BAR SIZE & SPACING
2'-6" TO 4'-11"	8 1/2"	NO. 5 AT 5 1/2" CTRS.	NO. 5 AT 11" CTRS.
5'-0" TO 5'-11"	9"	NO. 5 AT 5" CTRS.	NO. 5 AT 10" CTRS.
6'-0" TO 6'-11"	9 1/2"	NO. 5 AT 4 1/2" CTRS.	NO. 5 AT 9" CTRS.
7'-0" TO 7'-11"	10"	NO. 6 AT 5 1/2" CTRS.	NO. 6 AT 11" CTRS.
8'-0" TO 8'-11"	11"	NO. 6 AT 5 1/2" CTRS.	NO. 6 AT 11" CTRS.
9'-0" TO 10'-0"	12"	NO. 6 AT 5" CTRS.	NO. 6 AT 10" CTRS.

NOTES:

FOR TYPE C MANHOLE, THE MAX. VALUES OF H SHALL BE:
MAX. "H" = 17 FEET WHEN "LS" = 10 FEET
MAX. "H" = 26 FEET WHEN "LS" = 8 FEET
MAX. "H" = 35 FEET WHEN "LS" = 6 FEET
MAX. "H" = 21 FEET WHEN "LS" = 9 FEET
MAX. "H" = 34 FEET WHEN "LS" = 7 FEET

THE LONGER CLEAR SPAN LS OF THE WALLS, AS SEEN IN A HORIZONTAL SECTION, SHALL BE USED TO FIND A WALL DESIGN FROM CHART NO. 1.

THE SHORTER CLEAR SPAN "SS" SHALL BE USED TO FIND A BASE AND TOP SLAB DESIGN FROM THE TABLE NO. 5.

THE MIN. COVERING, MEASURED FROM THE FACE OF THE CONCRETE TO THE SURFACE OF A REINFORCING BAR, SHALL BE 2" EXCEPT AS SHOWN.

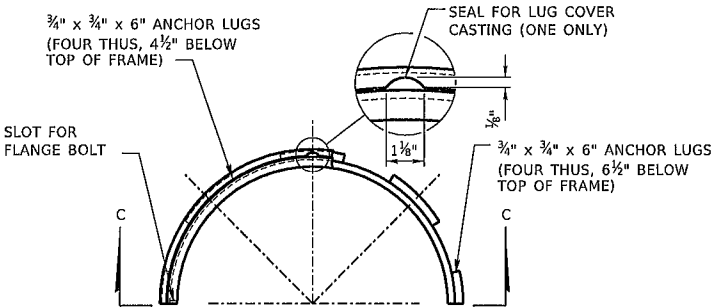
THE FURNISHING AND PLACING OF MANHOLE STEPS SHALL BE SUBSIDIARY TO THE MANHOLE.

THE TOP SLAB MAY BE CAST-IN-PLACE OR PRECAST, BUT IF IT IS PRECAST, IT SHALL BE SET IN A FRESH BED OF MORTAR AND POINTED UP INSIDE AND OUT.

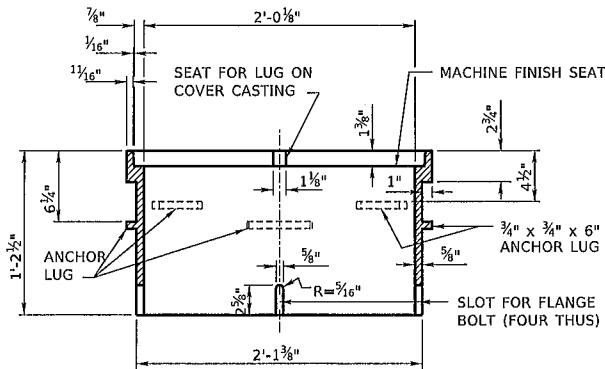
FOR RISER AND BENCH DETAILS NOT SHOWN, SEE SHEET 1.

THE MIN. "LS" AND "SS" DIMENSION SHALL BE 2'-6" FOR MANHOLES WITH "H" LESS THAN 6 FEET AND SHALL BE 4'-0" FOR MANHOLES WITH "H" GREATER THAN 6 FEET. WHEN "LS" AND "SS" DIMENSIONS ARE NOT SPECIFIED ON THE PLANS, THE DIMENSIONS SHALL BE OF SUFFICIENT DIMENSION TO ACCOMMODATE PIPES ENTERING THE RESPECTIVE WALL. A MIN. OF 6" SHALL BE MAINTAINED BETWEEN THE INSIDE CORNER OF THE MANHOLE AND THE OUTER SHELL OF AN ENTERING PIPE, AND BETWEEN OUTER SHELLS OF PIPE ENTERING THE SAME WALL.

R3	DEC 22	REMOVE FLANGE SECTION CALLOUT
R2	JAN 18	NDOR BORDER TO NDOT BORDER
R1	NOV 98	MULTIPLE REVISIONS
REV. NO.	DATE	DESCRIPTION OF REVISION
NEBRASKA DEPARTMENT OF TRANSPORTATION STANDARD PLAN NO. 435-R3 MANHOLE		
ACCEPTED BY FHWA FOR USE ON THE NATIONAL HIGHWAY SYSTEM:		DATE
ROSS D. BARRON E-14018 STATE OF NEBRASKA		ORIGINAL: APRIL 4, 1988 DATE
2		3

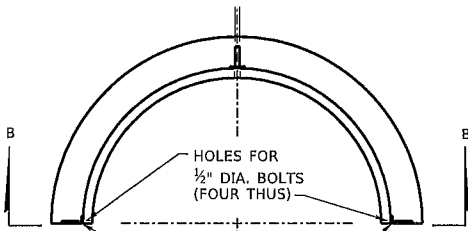


HALF TOP VIEW

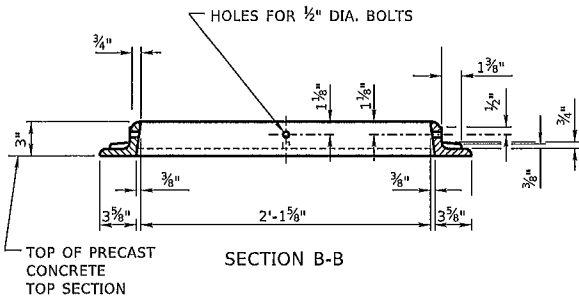


SECTION C-C
FRAME

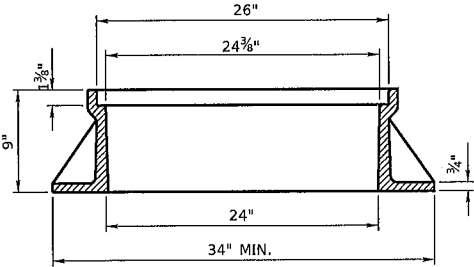
DURING PAVEMENT CONSTRUCTION, FRAME CASTING TO BE TEMPORARILY HELD IN POSITION BY BOLTING TO FLANGE CASTING. BOLTS TO BE REMOVED AFTER CONCRETE HAS HARDENED.



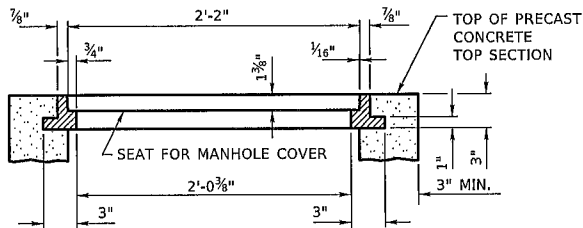
HALF TOP VIEW



SECTION B-B
TYPE I
DETAILS OF FRAME
TELESCOPIC TYPE (CAST IRON)

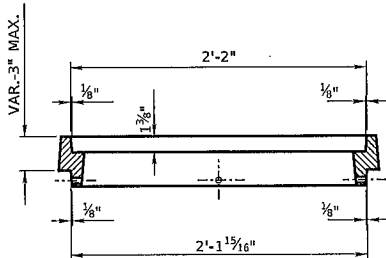


SECTION
TYPE II
DETAILS OF FRAME
NON-TELESCOPIC TYPE (CAST IRON)



SECTION

TYPE III
DETAILS OF RING
NON-TELESCOPIC TYPE (CAST IRON)



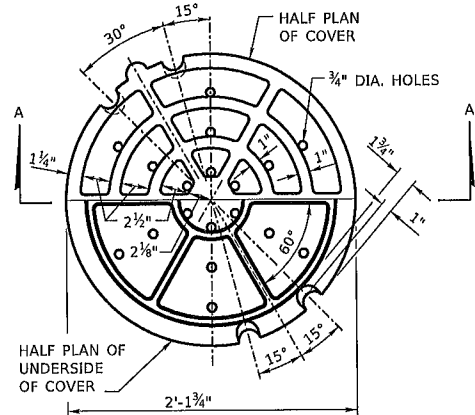
SECTION

ADJUSTING RINGS MAY BE USED IN ORDER TO OBTAIN THE REQUIRED ELEVATION OF EITHER NEW OR EXISTING MANHOLES. THE RINGS ARE SUBSIDIARY TO BUILD MANHOLE, ADJUST MANHOLE TO GRADE OR RECONSTRUCT MANHOLE.

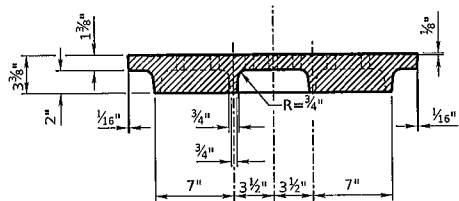
THE ADJUSTING RINGS SHALL BE HELD RIGIDLY TO THE FRAME AND TO EACH OTHER BY USE OF FOUR SET SCREWS IN THE BEARING LEG OF THE RING. ADJUSTING RINGS MAY BE USED TO A MAXIMUM HEIGHT OF 12 INCHES.

THE CONTRACTOR SHALL INSPECT THE CONDITION AND VERIFY THE DIMENSIONS OF EXISTING MANHOLE PRIOR TO USING ADJUSTING RINGS.

DETAILS OF ADJUSTING RING



HALF PLAN



SECTION A-A
DETAILS OF COVER
(CAST IRON)

WEIGHTS
(CAST IRON)

TYPE A COVER	225 POUNDS
TYPE B COVER	230 POUNDS
FRAME (TYPE I)	260 POUNDS
FLANGE (TYPE I)	95 POUNDS
FRAME (TYPE II)	275 POUNDS
RING FOR COVER (TYPE III)	120 POUNDS

NOTES:

TYPE I AND II ASSEMBLIES NORMALLY USED IN PAVEMENT.

TYPE III ASSEMBLY IS NORMALLY USED OUTSIDE OF PAVEMENT.

FOR TYPE A COVER (STORM SEWER), USE DETAILS AS SHOWN.

FOR TYPE B COVER (SANITARY SEWER), OMIT 3/4\"/>

R3	DEC 22	REMOVE FLANGE SECTION CALLOUT
R2	JAN 18	NDOR BORDER TO NDOT BORDER
R1	NOV 98	MULTIPLE REVISIONS
REV. NO.	DATE	DESCRIPTION OF REVISION

NEBRASKA DEPARTMENT OF TRANSPORTATION
STANDARD PLAN NO. 435-R3

MANHOLE

ACCEPTED BY FHWA FOR USE ON THE
NATIONAL HIGHWAY SYSTEM:

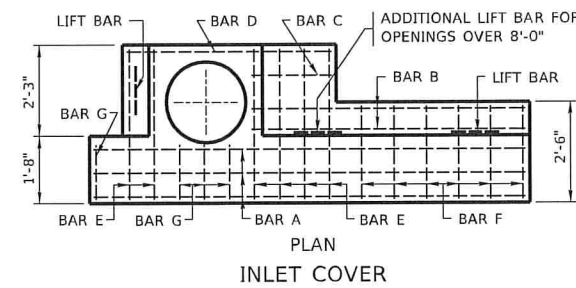
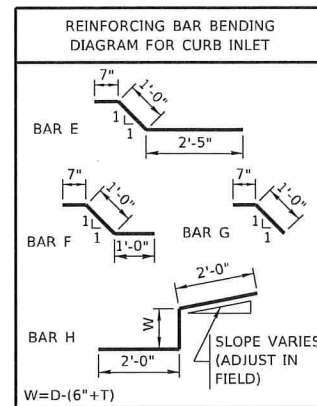
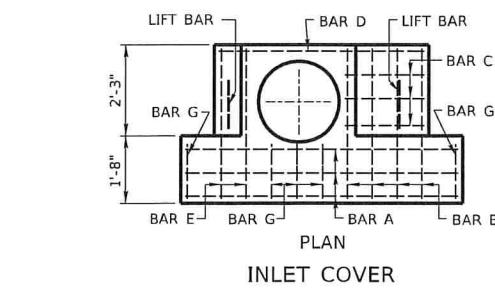
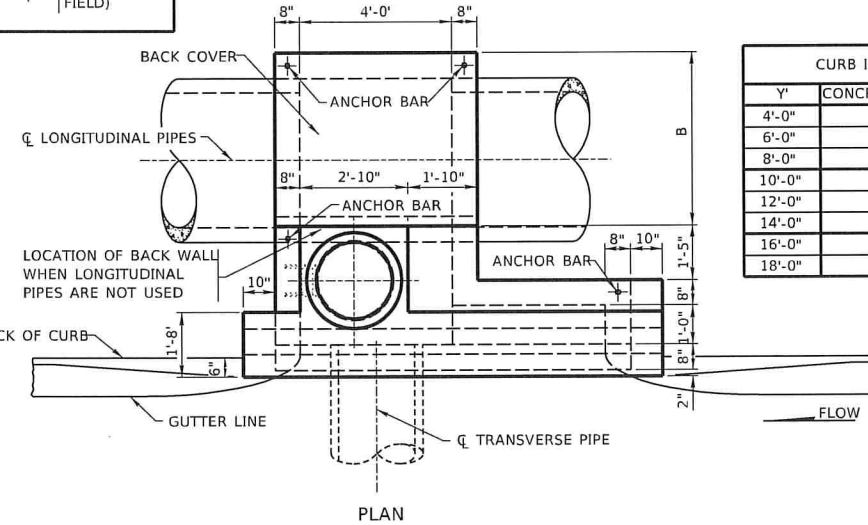
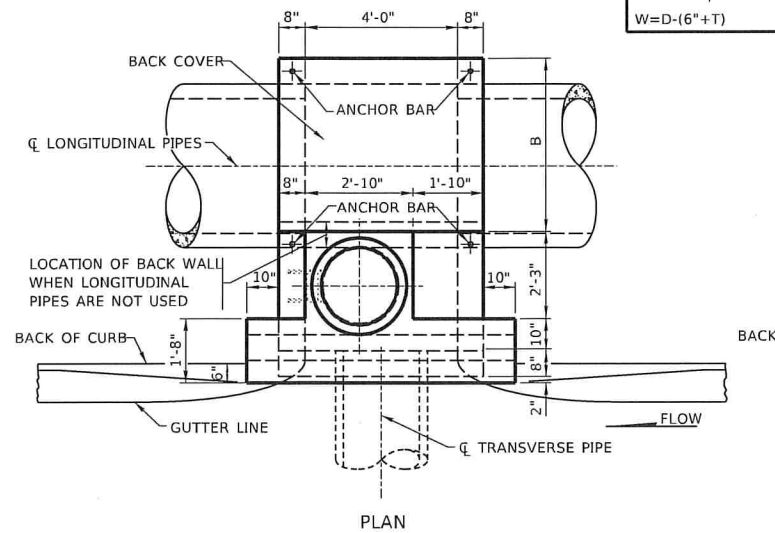


DATE

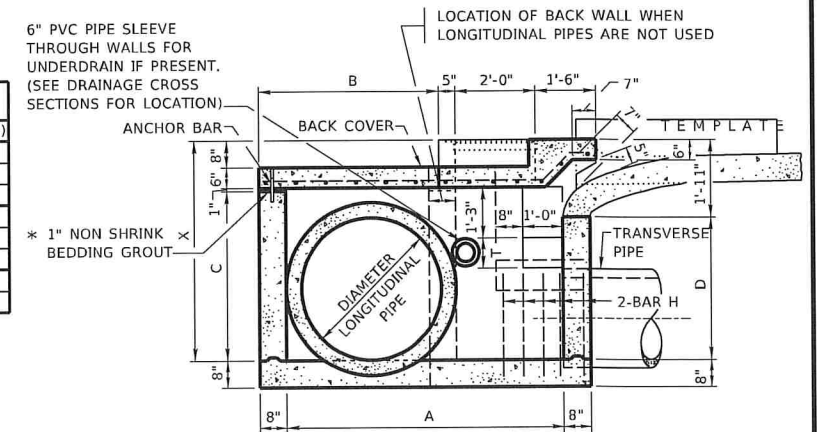
ORIGINAL:
APRIL 4, 1988

DATE

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3

[illegible]

CURB INLET COVER QUANTITIES		
Y'	CONCRETE (CU.YDS.)	REINFORCING (LBS.)
4'-0"	0.62	46
6'-0"	0.72	58
8'-0"	0.82	71
10'-0"	0.92	83
12'-0"	1.02	95
14'-0"	1.12	112
16'-0"	1.22	122
18'-0"	1.32	136



* GROUT SHALL BE FINISHED SUCH THAT THE TOP ELEVATION OF THE INLET LID, WHEN INSTALLED, MATCHES THE FINISHED SHOULDER SLOPE OF THE ROADWAY CROSS-SECTIONS.

NOTES:
THE MINIMUM COVERING, MEASURED FROM THE FACE OF CONCRETE TO THE SURFACE OF ANY REINFORCING BAR, SHALL BE $1\frac{1}{2}$ ".

THE QUANTITIES OF CONCRETE AND STEEL FOR CURB INLET INCLUDES THAT PORTION OF CONCRETE AND STEEL BELOW AND BACK OF THE CURB SECTION AS SHOWN ON THIS PLAN.

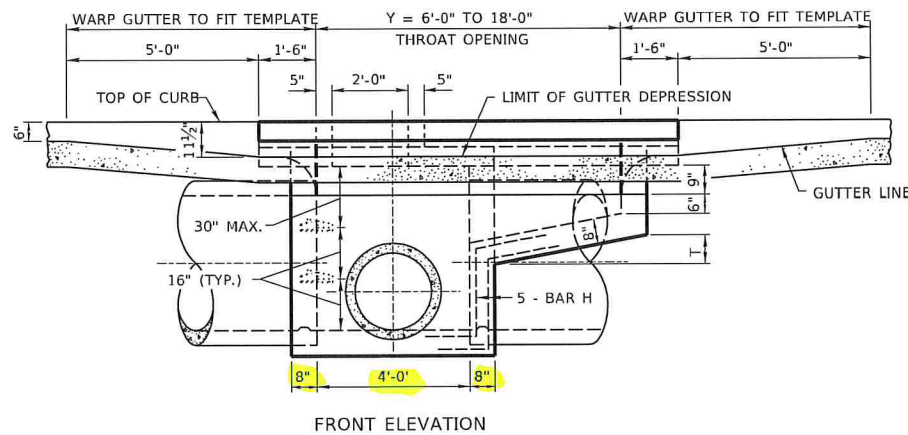
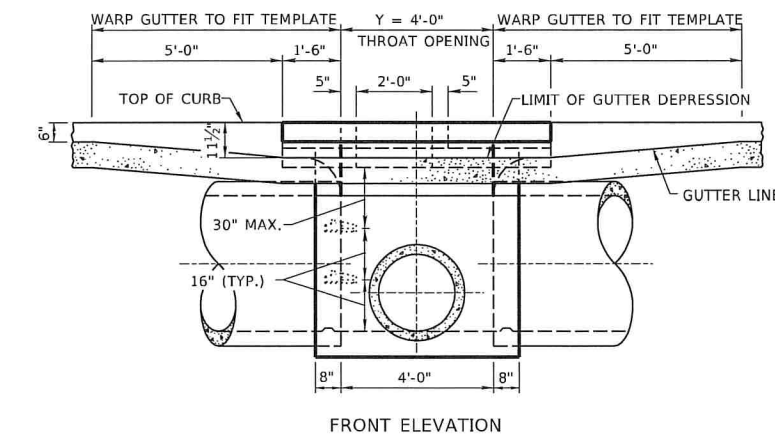
THE CONCRETE COVERS MAY BE CAST IN PLACE OR PRECAST.

THE CAST IRON COVERS, FRAMES SHALL BE GREY IRON CONFORMING TO THE SPECIFICATIONS. CAST IRON STEPS SHALL BE INSTALLED IN CURB INLETS AND JUNCTION BOXES WHEN THE "X" DIMENSION IS 4'-6" OR GREATER. THE FURNISHING AND PLACING OF CAST IRON STEPS SHALL BE SUBSIDIARY TO THE ITEM FOR WHICH DIRECT PAYMENT IS MADE.

THE GUTTER DEPRESSION TEMPLATE SHALL BE USED THROUGHOUT THE THROAT OPENING.

CLASS OF CONCRETE AND MINIMUM COMPRESSIVE STRENGTH AND TYPE OF STEEL FOR REINFORCING BARS SHALL CONFORM TO THE NDOT "STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION."

THE INLET COVER SHALL BE IMPRINTED "NO DUMPING" SEE SHEET 2.



CURB INLETS

DATA FOR CURB INLETS (INCLUDES INLET COVER)																										
DIA. OF LONGIT. PIPE	DIMENSIONS					QUANTITIES																		NO. OF M BARS	ADDITIONAL QUANTITIES PER ONE FOOT INCREASE OF DIMENSION "X"	
	X ① (MIN.)	A ②	B	C	D	CONCRETE, CU. YDS. ③									REINFORCING STEEL, LBS.										CONCRETE CU. YDS.	REINF. STEEL LBS. ④
						Y=4'	Y=6'	Y=8'	Y=10'	Y=12'	Y=14'	Y=16'	Y=18'	Y=4'	Y=6'	Y=8'	Y=10'	Y=12'	Y=14'	Y=16'	Y=18'					
--	3'-11"	2'-8"	--	2'-8"	2'-0"	2.08	2.43	2.79	3.15	3.51	4.06	4.46	4.85	113	175	202	231	259	289	316	344	NONE	0.383	6.7		
12"	2'-11"	4'-0"	1'-7"	1'-8"	1'-0"	2.14	2.51	2.86	3.21	3.56	3.95	4.30	4.65	133	186	216	245	274	310	340	364	3	0.459	6.7		
15"	3'-2"	4'-4"	1'-11"	1'-11"	1'-3"	2.37	2.71	3.07	3.43	3.79	4.21	4.57	4.94	136	193	221	250	277	312	342	370	3	0.473	6.7		
18"	3'-5"	4'-7"	2'-2"	2'-2"	1'-6"	2.60	2.95	3.30	3.67	4.03	4.44	4.80	5.16	141	200	228	257	284	318	349	376	4	0.490	6.7		
21"	3'-8"	4'-11"	2'-6"	2'-5"	1'-9"	2.83	3.19	3.53	3.90	4.26	4.68	5.04	5.40	144	203	231	260	287	322	351	379	4	0.504	6.7		
24"	3'-11"	5'-2"	2'-9"	2'-8"	1'-0"	3.06	3.41	3.76	4.12	4.49	5.04	5.43	5.83	148	210	238	267	294	324	352	379	5	0.518	6.7		
27"	4'-2"	5'-6"	3'-1"	2'-11"	2'-3"	3.31	3.66	4.01	4.37	4.74	5.29	5.68	6.08	150	213	241	270	297	327	354	382	5	0.532	6.7		
30"	4'-5"	5'-9"	3'-4"	3'-2"	2'-6"	3.54	3.89	4.25	4.61	4.97	5.52	5.92	6.32	151	217	244	273	301	331	358	385	5	0.547	6.7		
36"	4'-11"	6'-4"	3'-11"	3'-8"	3'-0"	4.06	4.41	4.77	5.13	5.49	6.04	6.44	6.83	158	226	254	283	310	340	368	395	6	0.576	6.7		
42"	5'-5"	6'-11"	4'-6"	4'-2"	3'-6"	4.60	4.95	5.31	5.67	6.03	6.58	6.98	7.38	164	236	264	293	320	350	378	405	7	0.605	6.7		
48"	5'-11"	7'-6"	5'-1"	4'-8"	4'-0"	5.18	5.53	5.89	6.25	6.61	7.16	7.56	7.95	171	246	274	303	330	360	387	415	8	0.634	6.7		
54"	6'-5"	8'-1"	5'-8"	5'-2"	4'-6"	5.78	6.13	6.49	6.85	7.21	7.76	8.16	8.56	174	253	280	309	337	367	394	421	8	0.663	6.7		
60"	6'-11"	8'-8"	6'-3"	5'-8"	5'-0"	6.41	6.76	7.12	7.48	7.84	8.39	8.79	9.19	180	262	290	319	346	376	404	431	9	0.691	6.7		
66"	7'-5"	9'-3"	6'-10"	6'-2"	5'-6"	7.07	7.42	7.78	8.14	8.50	9.05	9.45	9.85	187	272	300	329	356	386	414	441	10	0.720	6.7		

T = 9" EXCEPT FOR THE FOLLOWING:
T = 6" FOR 6'-0" TO 18'-0" OPENINGS
WHEN X = 2'-11" THRU 3'-1"
T = 1'-6" FOR 14'-0" TO 18'-0" OPENINGS
WHEN X = 3'-11" THRU 7'-5"

- ① "X" SHALL NOT EXCEED 7'-6".
- ② "A" SHALL NOT EXCEED 10'-0".
- ③ NO DEDUCTIONS WILL BE MADE FOR PIPE OPENINGS.
- ④ NOT APPLICABLE WHERE Y = 4'-0".

DIAMETER OF PIPE AND MINIMUM "X" IN THIS INLET DATA TABLE ARE BASED ON THE LONGITUDINAL PIPE. DEPTH OF THE INLET MAY BE GOVERNED BY THE TRANSVERSE PIPE (MINIMUM "D" = TRANSVERSE PIPE DIAMETER PLUS 9").

R13	DEC 22	ADDED 18 FOOT THROAT OPENING
R12	JUL 20	ADDED UNDERDRAIN NOTE & TABLE
R11	JAN 18	NDOR BORDER TO NDOT BORDER
REV. NO.	DATE	DESCRIPTION OF REVISION

NEBRASKA DEPARTMENT OF TRANSPORTATION
STANDARD PLAN NO. 443-R13

CURB INLETS AND JUNCTION BOX

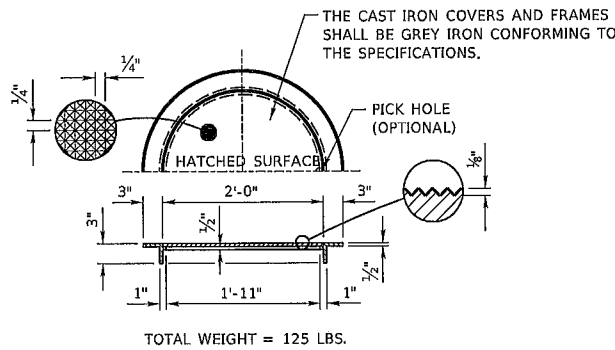
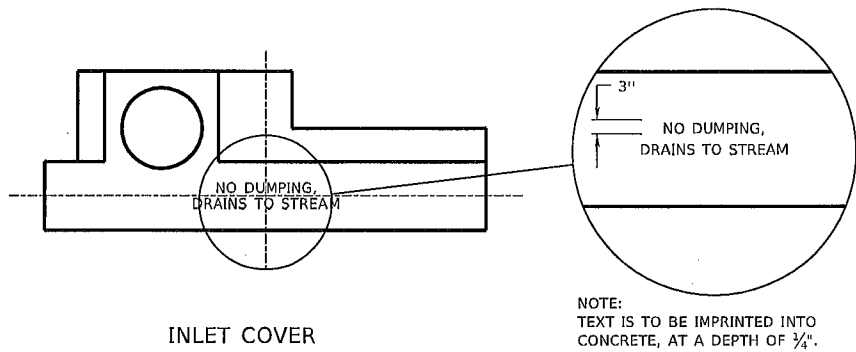
ACCEPTED BY FHWA FOR USE ON THE
NATIONAL HIGHWAY SYSTEM:



DATE

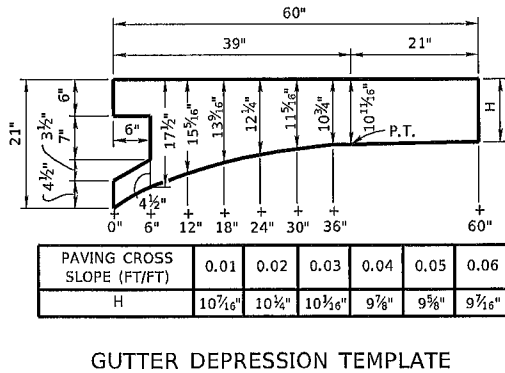
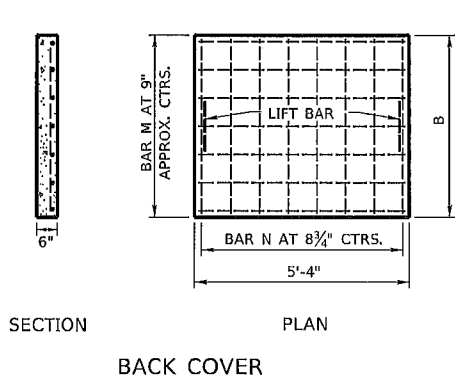
ORIGINAL:
FEBRUARY 22, 1974

DATE

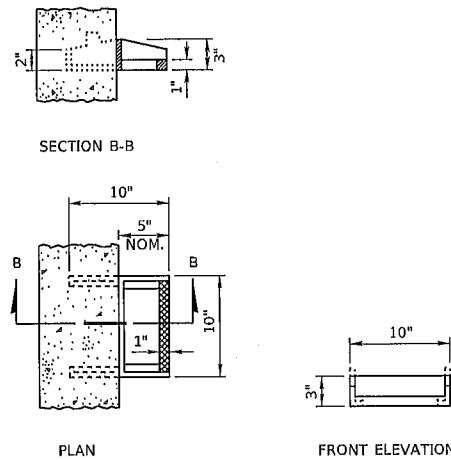


QUANTITIES FOR JUNCTION BOX			
SIZE Y x Y ₁	X = 2'-6"		ADDITIONAL QUANTITIES OF CONCRETE (CU. YDS.) PER ONE FOOT INCREASE OF DIMENSIONS "X"***
	CONCRETE CU. YDS.*	REINFORC. STEEL LBS.	
2'-0" x 2'-0"	0.94	15	0.26
2'-0" x 2'-6"	1.06	18	0.27
2'-0" x 3'-0"	1.18	23	0.31
2'-6" x 2'-6"	1.20	19	0.31
2'-6" x 3'-0"	1.33	22	0.34
3'-0" x 3'-0"	1.47	29	0.36
3'-0" x 3'-6"	1.61	30	0.39
3'-0" x 4'-0"	1.76	34	0.41

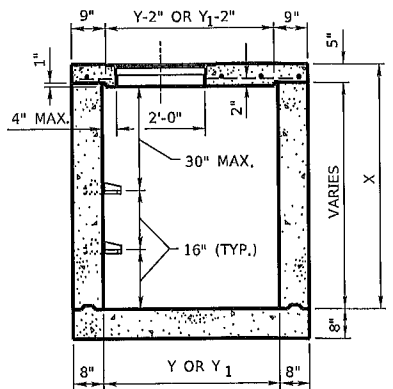
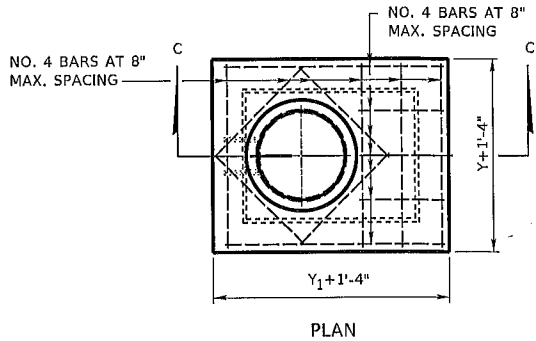
* NO DEDUCTIONS WILL BE MADE FOR PIPE OPENINGS
** DIMENSION "X" SHALL NOT EXCEED 5'-6"



CAST IRON COVER AND FRAME
FOR JUNCTION BOX AND CURB INLET

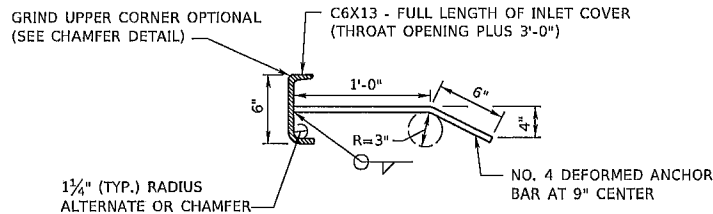
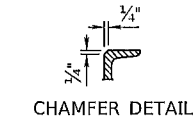


STEPS TO BE PLACED AT 16" CENTERS
CAST IRON STEPS

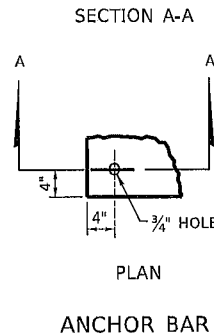
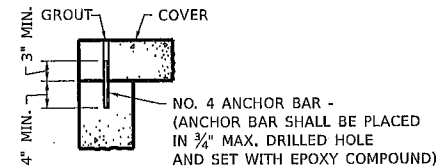
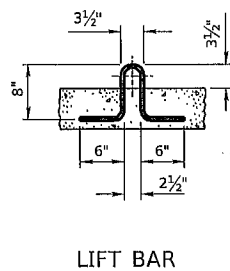
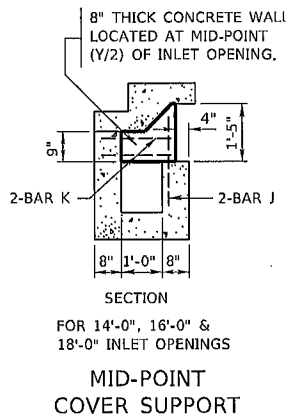


JUNCTION BOX
(NOT FOR USE UNDER TRAFFIC)

STRUCTURAL STEEL FOR FACE ARMOR	
THROAT OPENING	WEIGHT (LBS.)
4'-0"	100
6'-0"	129
8'-0"	157
10'-0"	186
12'-0"	215
14'-0"	243
16'-0"	272
18'-0"	300



NOTE:
THE COMPLETED FACE ARMOR/ANCHOR BAR ASSEMBLY SHALL BE HOT-DIP
GALVANIZED IN ACCORDANCE WITH ASTM A153.



R13	DEC 22	ADDED 18 FOOT THROAT OPENING
R12	JUL 20	ADDED UNDERDRAIN NOTE & TABLE
R11	JAN 18	NDOR BORDER TO NDOT BORDER
REV. NO.	DATE	DESCRIPTION OF REVISION

NEBRASKA DEPARTMENT OF TRANSPORTATION
STANDARD PLAN NO. 443-R13
CURB INLETS
AND JUNCTION BOX

ACCEPTED BY FHWA FOR USE ON THE
NATIONAL HIGHWAY SYSTEM:

DATE

ORIGINAL:
FEBRUARY 22, 1974
DATE

2
2

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)	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).

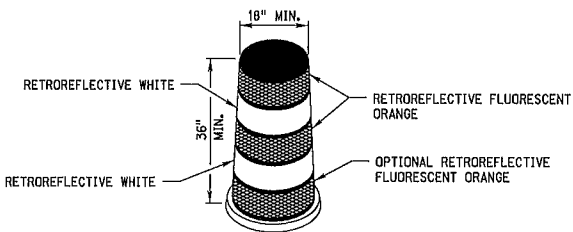
COEFFICIENT OF RETROREFLECTION (CD/LUX/M ²)			
WHITE	ORANGE	RED	YELLOW
250	100	45	170

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.

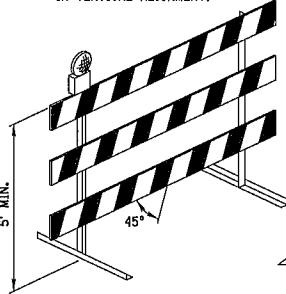
BARRICADES

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)

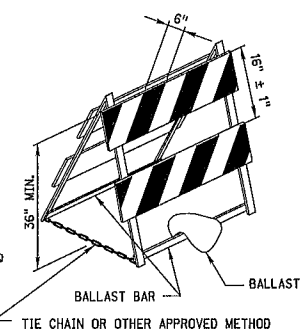
*NOMINAL DIMENSIONS ARE PERMISSIBLE WHEN CONSTRUCTED FROM LUMBER.
**WHEN LATERAL SPACE IS LIMITED, SOME TYPE III BARRICADES WITH A 4 FOOT LENGTH OF RAIL, MAY BE ALLOWED WHEN APPROVED BY THE ENGINEER.

TYPE III BARRICADE

TYPICAL MOUNTING OF FLASHING WARNING LIGHTS. LIGHTS SHALL ALWAYS BE IN VERTICAL ALIGNMENT.



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

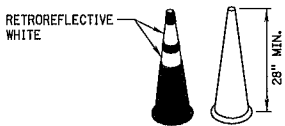
TYPE II BARRICADES ARE INTENDED FOR USE IN SITUATIONS WHERE TRAFFIC IS MAINTAINED THROUGH THE TEMPORARY TRAFFIC CONTROL ZONE. THEY MAY BE USED INDIVIDUALLY OR IN GROUPS TO MARK A SPECIFIC CONDITION, OR THEY MAY BE USED IN A SERIES FOR CHANNELIZING TRAFFIC. ON THE INTERSTATE, FREEWAY AND EXPRESSWAY SYSTEM, 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 CLOSSES 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.

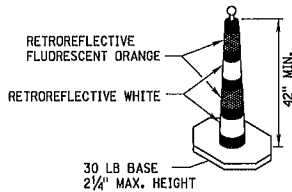
FOR NIGHTTIME USE, CONES SHALL BE RETROREFLECTIVE OR EQUIPPED WITH LIGHTING DEVICES FOR MAXIMUM VISIBILITY. RETROREFLECTION OF 28 INCH OR 36 INCH CONES SHALL BE PROVIDED BY A WHITE BAND 6 INCHES WIDE, NO MORE THAN 4 INCHES FROM THE TOP OF THE CONE, AND AN ADDITIONAL 4 INCH WIDE WHITE BAND A MINIMUM OF 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



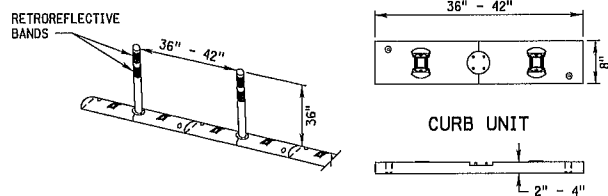
DESIGN

42 INCH CONES SHALL INCLUDE A 30 POUND RUBBER BASE AND DISPLAY FOUR 6 INCH WIDE BANDS OF RETROREFLECTIVE SHEETING, ALTERNATING FLUORESCENT ORANGE-WHITE-FLUORESCENT 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.

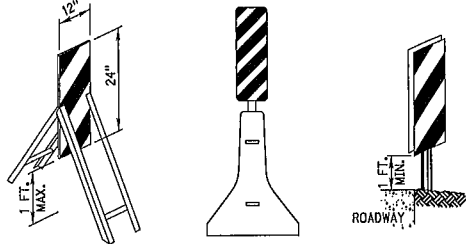
APPLICATION

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.

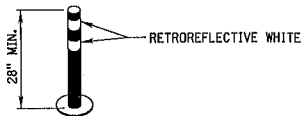
MARKINGS FOR VERTICAL PANELS SHALL BE ALTERNATING ORANGE AND WHITE RETROREFLECTORIZED STRIPES SLOPING DOWNWARD AT AN ANGLE OF 45 DEGREES IN THE DIRECTION TRAFFIC IS TO PASS.

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.

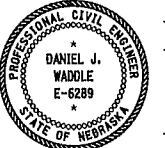
TUBULAR POSTS SHALL BE RETROREFLECTIVE. RETROREFLECTION OF TUBULAR POSTS SHALL BE PROVIDED BY TWO 3 INCHES WIDE WHITE BANDS PLACED A MAXIMUM OF 2 INCHES FROM THE TOP, WITH A MAXIMUM OF 6 INCHES BETWEEN THE BANDS. THE BASE SHALL NOT BE WIDER THAN 12 INCHES OR HIGHER THAN 2 INCHES.

APPLICATION

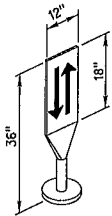
TUBULAR POSTS HAVE LESS VISIBLE AREA THAN OTHER DEVICES AND SHOULD BE USED ONLY WHERE SPACE RESTRICTIONS DO NOT ALLOW FOR THE USE OF OTHER MORE VISIBLE DEVICES. THEY MAY BE USED EFFECTIVELY TO DIVIDE OPPOSING LANES OF TRAFFIC OR TO DIVIDE TRAFFIC LANES WHEN TWO OR MORE LANES ARE KEPT OPEN IN THE SAME 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.

R7	JAN 18	NDOR BORDER TO NDOT BORDER
R6	JUN 14	2009 MUTCD UPDATE
R5	OCT 98	REVISE CHANNELIZATION DEVICES, TAPER
REV. NO.	DATE	DESCRIPTION OF REVISION
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		1 3
ORIGINAL: OCTOBER 1998 DATE		

OPPOSING TRAFFIC LANE DIVIDERS



DESIGN

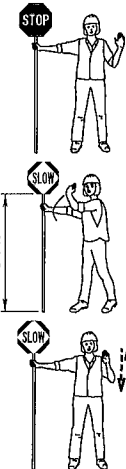
OPPOSING TRAFFIC LANE DIVIDERS SHALL BE A TWO SIDED UPRIGHT RETROREFLECTORIZED ORANGE PANEL, WITH A WIDTH OF 12 INCHES AND A HEIGHT OF 18 INCHES. THE TOP OF THE PANEL SHALL BE 36 INCHES ABOVE THE PAVEMENT. THE SYMBOL ON EACH SIDE SHALL BE TWO OPPOSING BLACK ARROWS. THE LANE DIVIDER SHALL BE MADE OF LIGHTWEIGHT 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

REQUIRED METHOD



TO STOP TRAFFIC

TRAFFIC PROCEED

TO ALERT AND SLOW TRAFFIC

EMERGENCY USE ONLY



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.

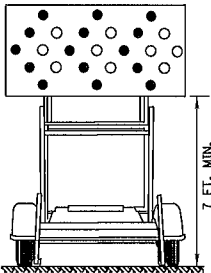
FLASHING ARROW PANEL (DISPLAY)

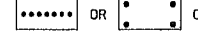
AN ARROW PANEL IS A SIGN WITH A MATRIX OF ELEMENTS, CAPABLE OF EITHER FLASHING OR SEQUENTIAL DISPLAYS. THIS SIGN SHALL PROVIDE ADDITIONAL WARNING AND DIRECTIONAL INFORMATION TO ASSIST IN MERGING AND CONTROLLING ROAD USERS THROUGH OR AROUND A TEMPORARY TRAFFIC CONTROL ZONE. AN ARROW PANEL SHOULD BE USED 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	 RIGHT SHOWN; LEFT OPPOSITE
FLASHING OR ALTERNATING CAUTION	 RIGHT SHOWN; LEFT OPPOSITE

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.

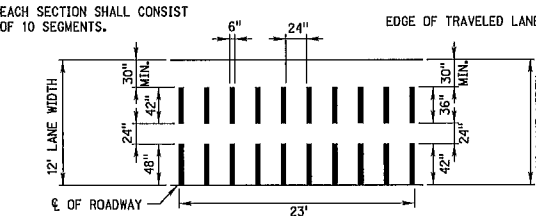
APPLICATION

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 3/8". PREFORMED RUMBLE STRIPS MAY BE USED PROVIDED THEY HAVE A MINIMUM 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

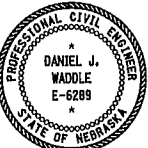
THE ONE-LANE, TWO-WAY TAPER IS USED IN ADVANCE OF AN ACTIVITY AREA THAT OCCUPIES PART OF A TWO-WAY ROADWAY IN SUCH A WAY THAT A PORTION OF THE ROAD IS USED ALTERNATELY BY TRAFFIC IN EACH DIRECTION. A SHORT TAPER HAVING A MINIMUM LENGTH OF 50 FEET AND A MAXIMUM LENGTH OF 100 FEET WITH CHANNELIZING DEVICES 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

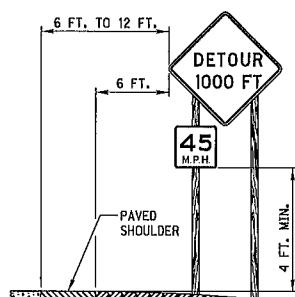
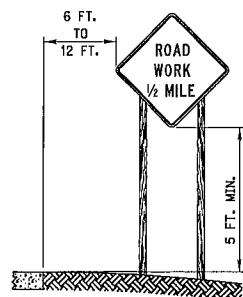
FORMULAS FOR L	
SPEED	FORMULA
40 MPH OR LESS	$L = \frac{WS^2}{60}$
45 MPH OR GREATER	$L = WS$

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)	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

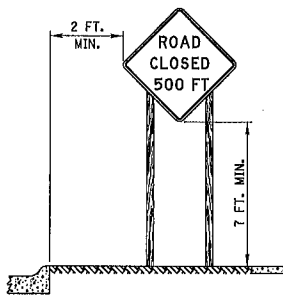
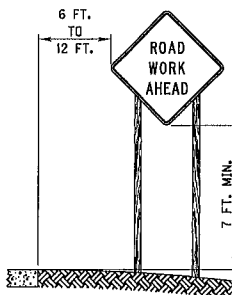
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ROADSIDE SIGNS

HEIGHT AND LATERAL LOCATION OF SIGNS
RURAL AREA

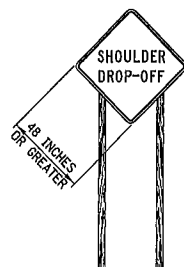
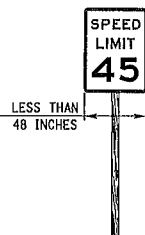
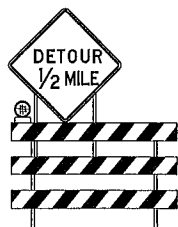
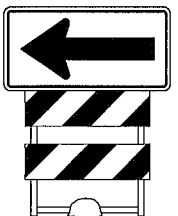
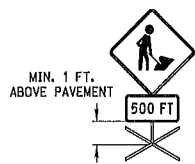
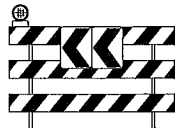
WITH SPEED ADVISORY PLATE

URBAN AREA

TYPICAL FIRST SIGN AT
CONSTRUCTION SITEWITH TYPE "A" FLASHING
WARNING LIGHT MOUNTED
ABOVE TYPE III BARRICADEPORTABLE AND
TEMPORARY MOUNTING

TYPICAL SIGN MOUNTINGS

POST MOUNTED

SIGNS 48 INCHES OR WIDER
REQUIRE TWO POSTSSIGN WIDTHS LESS THAN 48 INCHES
MAY BE MOUNTED WITH ONE POSTTYPICAL SIGN MOUNTINGS
OTHER THAN POST MOUNTEDTYPE III BARRICADE
WITH SIGNTYPE III BARRICADE WITH
SIGN AND DETOUR ARROWTYPE II BARRICADE WITH
DETOUR ARROW OR SIGNPORTABLE AND
TEMPORARY MOUNTINGTYPE III BARRICADE
WITH CHEVRONSPLASTIC DRUM WITH
CHEVRON OR SIGN

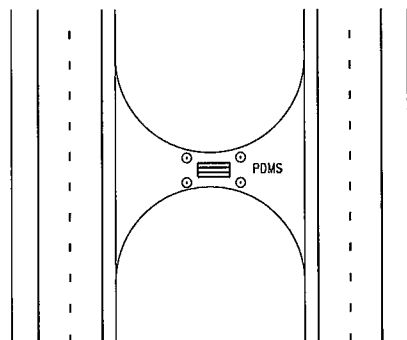
TEMPORARY SIGN SUPPORTS

ALL "TEMPORARY SIGN" SUPPORTS (BASES) SHALL BE NCHRP 350 OR MASH (TL-3) APPROVED.

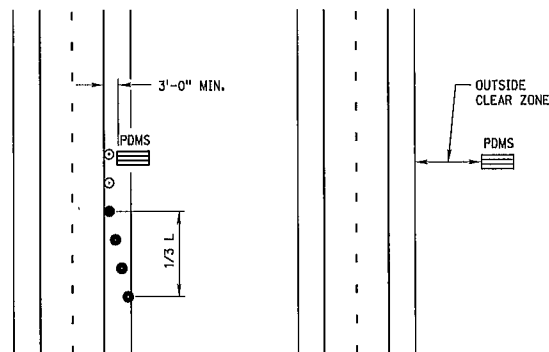
"TEMPORARY SIGNS" ARE ALL TEMPORARILY MOUNTED WORK ZONE SIGNS THAT ARE NOT POST MOUNTED IN THE GROUND AT THE TYPICAL 5 FOOT MOUNTING HEIGHT. TEMPORARY SIGNS ARE CONSIDERED NCHRP 350 OR MASH CATEGORY 2 DEVICES AND ARE MOUNTED ON TEMPORARY SIGN STANDS. TEMPORARY SIGNS SHALL BE MOUNTED A MINIMUM OF 1 FOOT 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 MINIMUM CLEARANCE OF 3 FEET MEASURED HORIZONTALLY FROM THE EDGE OF THE SIGN TO THE EDGE OF THE TRAVELED WAY IS RECOMMENDED.
- THE PDMS SHOULD HAVE A MINIMUM MOUNTED HEIGHT OF 7 FEET ON FREEWAYS, EXPRESSWAYS AND IN URBAN AREAS.
- 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 NDOT "DMS GUIDELINES" FOR PROPER PDMS MESSAGE INFORMATION.

NOTES

- 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).
- 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.
- TRAFFIC CONTROL DEVICES SHALL BE INSTALLED SO AS NOT TO OBSTRUCT THE VIEW OF OTHER TRAFFIC CONTROL DEVICES.
- 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

- WORK ZONE SPEED LIMITS SHALL NOT BE INSTALLED WITHOUT A SPEED ZONE AUTHORIZATION COMPLETED BY THE DEPARTMENT.
- 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.
- WORK ZONE SPEED LIMITS SHOWN ARE TYPICAL APPLICATIONS ONLY AND ARE NOT TO BE ASSUMED AS THE SPEED LIMITS REQUIRED FOR THE WORK.
- EXISTING SPEED LIMIT SIGNS SHALL BE REMOVED OR COVERED WHEN A REDUCED WORK ZONE SPEED LIMIT IS IN EFFECT IN THE SAME AREA.
- WORK ZONE SPEED LIMIT SIGNS SHALL BE INSTALLED EVERY MILE THROUGH THE WORK AREA WHEN SPEED ZONE IS REDUCED.
- A SPEED LIMIT SIGN ENDING THE REDUCED SPEED ZONE SHALL BE INSTALLED AT THE END OF EACH ZONE.
- 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

$L = \frac{WS^2}{80}$ 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

R7	JAN 18	NDOR BORDER TO NDOT BORDER
R6	JUN 14	2009 MUTCD UPDATE
R5	OCT 98	REVISE CHANNELIZATION DEVICES, TAPER
REV. NO.	DATE	DESCRIPTION OF REVISION

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

3

3

**BACK PAGE OF
CONTRACT DOCUMENTS
&
TECHNICAL SPECIFICATIONS**

2-15-24



**PROJECT NO
CH 2024-08**

**STREET IMPROVEMENT DISTRICT
2023-1 M STREET PAVING**

CITY OF HASTINGS



Department: Engineering
Staff Contact: Lee Vrooman
Council Meeting Date: 2/27/2024

AGENDA ITEM SUMMARY SHEET

Description of Item:

Resolution 2024-06 Approval and authorization for the Mayor to sign the Adjusted Urban Area Boundaries Map.

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 2024-06 Approval and authorization for the Mayor to sign the Adjusted Urban Area Boundaries Map.

Deadlines associated with action:

Return to NDOT by March 5, 2024.

Department head comments:

NDOT has requested that the City Council approve the Adjusted Urban Area Boundary Map that is included in the packet. This map corresponds and aligns with the urban boundary map created by the Bureau of the Census. The 2020 Bureau of the Census map is the minimum requirement for the Adjusted Urban Area Boundaries Map. The NDOT map meets this requirement. Approval of this map helps NDOT continue to receive Federal Aid. This map does not have an impact on the City.

Recommend Approval

City Administrator comments:

Recommend approval

PREPARED BY
NEBRASKA DEPT. OF TRANSPORTATION
MATERIALS & RESEARCH DIVISION
IN COOPERATION WITH
US DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LEGEND

CENSUS BOUNDARY _____

ADJUSTED URBAN AREA BOUNDARIES _____

SIGNATURE OF RESPONSIBLE OFFICIAL _____

OFFICIAL TITLE _____

GOVERNMENT ENTITY (Please enter the name of the County or City)

_____ COUNTY BOARD

_____ CITY COUNCIL

APPROVED REVIEW DATE: _____

NEBRASKA
Good Life. Great Jobs.
DEPARTMENT OF TRANSPORTATION

Resolution 2024-06

WHEREAS, the Nebraska Department of Transportation (NDOT) is in the process of reviewing the Adjusted Urban Area Boundaries and National Functional Classification (NFC) System following the release of the 2020 United State Census information;

WHEREAS, the release of the decennial census, the United States Census Bureau has updated existing census data as it relates to Federal-Aid Urban Area Boundaries so that existing area boundaries must be adjusted accordingly;

WHEREAS, the 2020 United States Code for Federal Transportation legislation declares both “Urban Areas” and “Urbanized Areas”: (23 U.S.C. Sec 101(a) (33) & (34)...Designated by the Bureau of the Census within boundaries to be fixed by responsible State and local officials in cooperation with each other, subject to approval by the Secretary.”

WHEREAS, such boundaries shall encompass, at minimum, the entire urban place designated by the Bureau of the Census;

WHEREAS, the Engineering Department of the City of Hastings has coordinated review of the Adjusted Urban Area Boundaries Map with County Officials;

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Hastings, Nebraska, does hereby approve and authorize the Mayor to sign the Adjusted Urban Area Boundaries Map .

Dated this 27th day of February, 2024.

CITY OF HASTINGS, NEBRASKA
A Municipal Corporation

By: _____
Corey Stutte, Mayor

ATTEST:

Kimberly S. Jacobitz, City Clerk

Approved as to Form: _____
Jesse Oswald, City Attorney

Department: Development Services
Staff Contact: Chad Bunger
Council Meeting Date: 2/27/2024

AGENDA ITEM SUMMARY SHEET

Description of Item:

Ordinance to amend Sections 29-308 and 30-1301 through 1308 of the City Code of Ordinance regarding the Plumbers, Gas, and Mechanical Installers Advisory Board and to update the City's examination and licensure process.

Names of People/Business affected by this action:

City of Hastings and the extra-territorial jurisdiction.

Why Council action is required:

Type of action requested:

Ordinance

Suggested motion:

Motion to approve Ordinance 4754 to amend City Code Sections 29-308 and 30-1301 through 30-1308.

Deadlines associated with action:

Amendment to the City Code sections is required to be done by Ordinance.

Department head comments:

Development Services have been working to make needed improvements to our licensing procedures and to better utilize the commitment by members of the Plumbers, Gas, and Mechanical Installers Examination Board. The proposed amendments, as summarized in the attached staff member is designed to meet these objectives.

City Administrator comments:

I commend Development Services for their proactive approach and dedication to enhancing processes and ordinances with the intent of being recognized as a business-friendly community. The proposed ordinance changes should increase the number of tradesmen in Hastings because of not having to jump through unnecessary red tape. This is a significantly positive step in the right direction! The recommendation to create a new advisory board, including its roles and responsibilities, is also a great step forward. Recommend approval.



To: Hastings City Council

From: Chad Bunger, AICP, CFM Director of Development Services

Date: February 19, 2024

Re: Proposed Changes to the Plumbing and Mechanical Board and the City's License Requirements

Hastings Development Services is committed to providing top-notch services to our clients and the City's citizens to bring safe and attractive developments to the City and also maintain our existing buildings. We do this through practical and effective regulations and license processes that ensure the community's buildings and those living and working in them are safe and sound.

To meet this goal, Development Services staff and the members of the Plumbers and Mechanical Examining Board are proposing changes to [Article XIII. – Plumbing, Gas, Mechanical, Utility Installers](#) and [Sec. 29-308 – Electrical Code, Registration](#). See the attached redline version of the applicable subsections of the articles.

New Mechanical and Plumbing Advisory Board: The first change will be to move the Mechanical and Plumbing Examination Board from an examining body to an advisory board. This will provide City staff with more oversight and support for the Department's work with the plumbers, gas, and mechanical installers for licensing, permitting, and inspecting, rather than just licensing new installers. This oversight will be provided for code changes, addressing issues with installers, and educational opportunities for continuing education hours.

New Licensing Requirements and Procedures: Development Services and the City of Hastings is committed to supporting our local contractors and businesses. However, we have heard over the years that there are not enough tradesmen and tradeswomen in Hastings and the immediate region to meet the demands of our consistent building growth in the City. Because of this, the City has been forced to propose changes to its licensing requirements to meet the demand. The proposed language is for a licensed contractor in Hastings to "have a current valid license issued by a Nebraska City of the First Class or received a passing score from an ICC testing Center for Plumbing Master, Plumbing Journeyman, Mechanical Master, Mechanical Journeyman, Master Gas Fitter, Journeyman Gas Fitter, Water Softener Installer and a Lawn Sprinkler Installer. The applicant must then be reviewed by the Mechanical/Plumbing Advisory Board to verify the qualifications of the applicant."

To ensure that contractors applying to Hastings for a license are qualified, Development Services staff will confirm the ICC exam scores or contact the Nebraska first-class city where they are originally licensed to verify their current license and make sure they are in good standing with that City.

At the time of license approval, Development Services staff will attach our local amendments to the International Building Code to make sure they are aware of different standards that the City has adopted. We are working on a summary sheet to highlight important and/or common differences to make sure these newly licensed contractors adhere to the local requirements.

New Continuing Education Requirements: The last change to this section of the Code is the new local requirement for continuing education. We know that our tradesmen and tradeswomen pride themselves on staying up to date on the latest best practices and products to work safely, comply with the Building Code, and meet their client's needs. These tradesmen and tradeswomen should get credit for the courses and educational sessions that they take throughout the year to be better at their profession. Conversely, those contractors who do not take this initiative to be better plumbers, gas fitters, or mechanical installers should be required to maintain a certain degree of learning to keep our buildings safe and sound. This is why we are proposing to require six hours of continuing education throughout the year to maintain a license in Hastings.

Development Services intends to allow a wide range of courses and educational events to meet the principal instruction hours and code instruction hours requirements. Development Services plans to offer several code-related courses taught by professional ICC instructors throughout the year. We also plan to partner with local organizations, such as Dutton-Lainson Company, to offer training on new products, designs, services, etc. Training related to other certifications that an installer may hold, such as for septic or well installers license will also be accepted. The basic goal is to ensure that our contractors are well-informed and trained on the best products, services, and code compliance to make sure Hastings' buildings and services are as safe as they can be.

Development Services recognizes that these changes are coming at an inopportune time of the license year. Because of this, the Department is proposing to change the licensing year to follow the calendar year. With that, Development Services will extend the current licenses to December 31, 2024. At that time, the Department will notify the installers of their need to apply for a renewal of your license.

Because of this change to the licensing renewal timeline, we are also proposing the changes to Sec. 29-308. – Registrations of the Electrical Code (Chapter 29), so that these timelines properly align.

Information and Updates: Although not directly related to the proposed updates in Chapters 30 and 29, the Development Services staff wants to hear from its contractors on ideas and issues that they face in the field so the Department can better serve the contractors and the community. To do this, the Department has hosted several coffee and donut sessions over the past 3 months to learn more about their projects, how staff can better work together to meet the building needs of our community and to update them on these proposed changes. Development Services plans to host similar meetings throughout the year to create better lines of communication and understand the needs of our builders and developers.

Additionally, 2024 will be a Code Update year. In the upcoming months, the Development Services staff will be learning and researching the code changes from the current building codes. We will then meet with contractors on a routine basis and also provide educational materials on these changes so that everyone is well-informed and makes the transition to the update smoothly.

Sec. 30-1301. - Examining board. Mechanical/Plumbing Advisory Board

[SHARE LINK TO SECTION](#)[PRINT SECTION](#)[DOWNLOAD \(DOCX\) OF SECTION](#)[EMAIL SECTION](#)[COMPARE VERSIONS](#)

There is hereby created a ~~examining board~~ **Mechanical/Plumbing Advisory Board** for Plumbing, Gas and Mechanical Installers, hereafter called **the Mechanical/Plumbing Examining Advisory Board**, which shall be comprised of the ~~Plumbing Inspector, Gas Inspector, Building Official,~~ City Engineer, one licensed Master Plumber, one licensed Master Gas/Mechanical Installer, one member from the City Council, all to be selected by the Mayor and City Council. The ~~Plumbing Inspector or the Gas Inspector~~ **Building Official** shall be the Secretary of the ~~Examining~~ **Mechanical/Plumbing Advisory Board** and shall have custody of all records of the same and shall be elected by the members of the ~~Mechanical-Examining~~ **/Plumbing Advisory Board**. The ~~Mechanical Examining/Plumbing Advisory Board~~ is hereby authorized, ~~empowered and directed to prescribe, amend and enforce rules and regulations consistent with this chapter for the examination~~ **to review changes in adopted codes and enforcement of the adopted codes.** of master plumbers, journeyman plumbers, master gas fitters, journeymen gas fitters, master mechanical installers, journeyman mechanical installers, water conditioning installer or contractor, or an underground lawn sprinkler installer. Each appointment shall be for a period of two years with the term of office to expire the first day of July after the full two year period has been served or in the case of the City Councilperson, until his or her term of office as Councilperson ends, whichever comes first. Vacancies shall be filled by the appointive power to serve for the balance of the term of the member of the Board whose position becomes vacant.

(Code 1973, 16-83; Ord. Nos. 1837, 2204, 2384 3644-5/98, [4417](#) -12/2014)

• Sec. 30-1302. - Examination.

[SHARE LINK TO SECTION](#)[PRINT SECTION](#)[DOWNLOAD \(DOCX\) OF SECTION](#)[EMAIL SECTION](#)[COMPARE VERSIONS](#)

(1)

Before the applicant shall be certified as a Master Plumber, Journeyman Plumber, Master Gas Fitter, Journeymen Gas Fitter, Master Mechanical Installer, Journeyman Mechanical Installer, Water Conditioner Installer or Contractor, or Underground Lawn Sprinkler Installer, as the case may be, ~~he they shall submit to an examination to determine his fitness and competency to engage in the business, trade or calling, as the case may be, which examination shall be given by the Mechanical Examining Board, as hereinabove provided.~~ **have a current valid license issued by a Nebraska City of the First Class or received a passing score from an ICC testing Center for Plumbing**

Master, Plumbing Journeyman, Mechanical Master, Mechanical Journeyman, Master Gas Fitter, Journeyman Gas Fitter, Water Softener Installer and a Lawn Sprinkler Installer. The applicant must then be reviewed by the Mechanical/Plumbing Advisory Board to verify the qualifications of the applicant. Upon the payment of the required certification fee, such applicant, after having by the examination shown himself to the satisfaction of the Mechanical Examining Board to be fit, competent and qualified to engage in the business, trade or calling of a master plumber, journeyman plumber, master gas fitter, journeymen gas fitter, master mechanical installer, journeyman mechanical installer, water conditioning installer or contractor, or an underground lawn sprinkler installer as the case may be, Upon payment of licensing fees, Occupation tax, and current Certificate of Insurance shall be registered by the Development Services Department. who shall deliver to the applicant a certificate signed by the Plumbing Inspector or Gas Inspector Building Official. as the case may be.

(2)

Utility contractors. No examination shall be required of applicants for a utility contractor's certification provided that the holder of such certification shall comply with all applicable provisions of this chapter and any requirements of any contract with the City for the installation of service lines in conjunction with water main and sewer main upon public rights-of-way. An application for a utility contractor's certification shall be reviewed by the City Engineer or his designated representative, who shall, upon completion of such review, issue a utility contractor's certification to any individual who has complied with all applicable provisions of this chapter and any requirements of any contract with the City for the installation of service lines in conjunction with water main and sewer main upon public rights-of-way.

(3)

An applicant failing to pass an examination shall not be eligible for re-examination until 90 days shall have elapsed after the previous examination. Should he fail after the third examination, he shall not be eligible for a period of one year thereafter to take an additional examination. He shall pay an examination fee for each re-examination required.

(4)

An applicant must have worked under the supervision of a certified journeyman or master in the respective trade for a period of two years, before being eligible to take a journeyman's examination, and a journeyman shall not be eligible for a master's examination until two years after his certification as a journeyman.

Experience Requirements.

Master Plumber Mechanical, or Gas Fitter. Applicant shall have worked under the applicable supervision of a Master Plumber, Mechanical, or Gas Fitter for a period of a minimum of two years, after having obtained a Journeyman's plumber license.

Journeyman Plumber, Mechanical, or Gas Fitter. Applicant shall have worked under the applicable supervision of a Master or Journeyman Plumber Mechanical, or Gas Fitter for a minimum period of two years.

Apprentice. Applicant shall be an employee of a Master Plumber, Mechanical, or Gas Fitter

(Code 1973, 16-84; Ord. Nos. 1837, 2264, 3644-5/98, [4417](#) -12/2014)

c. 30-1303. - Certification—Required.

[SHARE LINK TO SECTION](#)[PRINT SECTION](#)[DOWNLOAD \(DOCX\) OF SECTION](#)[EMAIL SECTION](#)[COMPARE VERSIONS](#)

(1)

No person shall hereafter engage in or work at the business, trade or calling of a Master Plumber, Journeyman Plumber, Master Gas Fitter, Journeymen Gas Fitter, Master Mechanical Installer, Journeyman Mechanical Installer, Water Conditioning Installer or contractor, or an Underground Lawn Sprinkler Installer in the City until they shall have been certified as a Master Plumber, Journeyman Plumber, Master Gas Fitter, Journeymen Gas Fitter, Master Mechanical Installer, Journeyman Mechanical Installer, Water Conditioner Installer, Water Conditioning Installer or contractor, or an Underground Lawn Sprinkler Installer ~~qualified with the Mechanical Examining Board for such work,~~ **licensed with a Nebraska City of the First Class or have a passing score from an ICC testing Center, the applicant's experience has been reviewed by the Mechanical/Advisory Board and paid all applicable fees and occupation taxes.**

(2)

Utility contractors. No person, other than an employee of the City engaged in City business, shall engage in the installation of service lines in conjunction with water main and sewer main upon public rights-of-way until he has obtained a certification from the City Engineer to work as a utility contractor. This subsection shall not apply to service connections as set forth in Section 31-307(verify reference) of this chapter.

(Code 1973, 16-85; Ord. Nos. 1837, 2264, 3644-5/98, 4417-12/2014, [4417](#) -12/2014)

- **Sec. 30-1304. - Same—Application for certification.** ~~License~~

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Application for ~~certification~~ a license for Master Plumber, Journeyman Plumber, Master Mechanical, Journeyman Mechanical, Master Gas Fitter, Journeyman Gas fitter, Water Softener Installer, or lawn Irrigation sprinkler Installer shall be made in writing to the Development Services Department upon forms furnished by that office, which shall show the name, residence and business location of the applicant, an applicable license by a Nebraska City of the First Class or applicable information verifying a passing score from an ICC testing Center, and such other information as may be required.

(Code 1973, 16-86; Ord. Nos. 1837, 2264, 3644-5/98, [4417](#) -12/2014)

- **Sec. 30-1305. - Same—Corporations, firms and partnerships.**

[SHARE LINK TO SECTION](#)[PRINT SECTION](#)[DOWNLOAD \(DOCX\) OF SECTION](#)[EMAIL SECTION](#)[COMPARE VERSIONS](#)

Any corporation, firm or partnership which may be licensed under this article as a plumber, gas fitter, mechanical installer, water conditioner installer, etc., in the name of such corporation, firm or partnership shall have a master licensed in such trade who ~~is licensed with a Nebraska City of the First Class or have a passing score for the applicable ICC issued test for each licensee and reviewed by the Mechanical/Advisory Board~~ has submitted to the examination given by the Mechanical Examining Board and has thereby shown themselves fit, competent and qualified to engage in such business, trade or calling of as a bona fide officer of such corporation or as a member of such firm or partnership, and who shall at all times be in actual charge of and be responsible for the installation, removal or repair of any such work done by such corporation, firm or partnership. Before such corporation, firm or partnership shall be licensed in its corporate, firm or partnership name, there shall be filed with the Development Services Department a license from a Nebraska City of the First Class or have a passing score for the applicable ICC issued test showing the fitness and competency of such officer of such corporation or such member of such firm or partnership to engage in the said business or calling; provided, that if after a license is issued such corporation, firm or partnership, such master as an officer of such corporation or a member of such firm or partnership shall withdraw therefrom and cease to be connected therewith, then and in that event the City Council shall forthwith revoke the license of such corporation, firm or partnership.

(Code 1973, 16-87; Ord. Nos. 1837, 2264, 3644-5/98, [4417](#) -12/2014)

- **Sec. 30-1306. - Same—Expiration.**

[SHARE LINK TO SECTION](#)[PRINT SECTION](#)[DOWNLOAD \(DOCX\) OF SECTION](#)[EMAIL SECTION](#)[COMPARE VERSIONS](#)

~~Certification~~ Licenses issued under this article shall expire on December 31st following the date thereof and shall not be assignable. If ~~certification~~ license fees are not paid within 30 days of expiration, the licensure shall be automatically revoked.

(Code 1973, 16-88; Ord. Nos. 1837, 2234, 3644-5/98, [4417](#) -12/2014)

- **Sec. 30-1307. - Same—Renewal.**

[SHARE LINK TO SECTION](#)[PRINT SECTION](#)[DOWNLOAD \(DOCX\) OF SECTION](#)[EMAIL SECTION](#)[COMPARE VERSIONS](#)

~~Certificates, at the time of their expiration, may be renewed upon recommendation of the Mechanical Examining Board, without an examination, upon payment of the required certification fee.~~ All licenses will be renewed when all fees are paid including license fees and occupation taxes, current certificate of insurance is provided.

Any person licensed under the provisions of this chapter as a Master or Journeyman, who does not renew his license for a period of one month after the expiration of same, shall ~~pay the examination fee required by this chapter and submit himself to an examination by the Mechanical Examining Board before such person can be certified hereunder.~~ be subject to review by the Mechanical/Plumbing Advisory Board.

(Code 1973, 16-89; Ord. Nos. 1837, 2234, 3644-5/98, [4417](#) -12/2014)

- **Sec. 30-1308. - Same—Revocation.**

[SHARE LINK TO SECTION](#)[PRINT SECTION](#)[DOWNLOAD \(DOCX\) OF SECTION](#)[EMAIL SECTION](#)[COMPARE VERSIONS](#)

The City Council by a majority vote shall have the power to revoke any Journeyman or Master license, upon the recommendation of the ~~Mechanical Examining Board,~~ Mechanical/Plumbing Advisory Board if the same was obtained through error or fraud, or if the recipient thereof is shown to be grossly incompetent or has a second time willfully violated any of the provisions of this chapter. This penalty shall be cumulative and in addition to the penalties prescribed for the violation of the provisions of this chapter. If a license is revoked, the holder of the same shall not apply for licensure until one year from the date of such revocation. The City of Hastings shall notify the original licensing Nebraska City of the First Class within thirty days of the revocation of the licensed Plumber/Gas Fitter.

(Code 1973, 16-90; Ord. Nos. 1837, 2234, 3644-5/98, [4417](#) -12/2014)

Fees for certification and examination.

[SHARE LINK TO SECTION](#)[PRINT SECTION](#)[DOWNLOAD \(DOCX\) OF SECTION](#)[EMAIL SECTION](#)[COMPARE VERSIONS](#)

A fee shall be charged for certification and examination as set forth in the most recent Council fee resolution.

Such fees shall be paid to the City Clerk and, upon payment of the same, such Clerk shall issue a receipt in duplicate which duplicate receipt shall be retained by the Clerk and filed in his office.

(Code 1973, 16-92; Ord. Nos. 1837, 2234, 2775, 3644-5/98, [4417](#) -12/2014)

Sec. 30-1309. - Continuing Education Requirements.

All Master Plumbers, Journeyman Plummers, Master Mechanical, Journeyman Mechanical, Master Gas Fitter and Journeyman Gas Fitter are required to complete six hours of continuing education annually. The six hours shall include four hours of principle instruction and two hours of code instruction as defined by the next section.

Instruction Hours Defined.

Principle instruction hours mean subjects that are directly related to the performance of mechanical services, plumbing services, and gas services. Examples of such subjects include, but are not limited to; the design, installation, servicing, trouble shooting and skills training for mechanical plumbing, and gas piping systems.

Code instruction Hours means subjects that are directly related to regulations governing mechanical systems, plumbing systems, and gas systems. Examples of such subjects include but are not limited to; International Plumbing Code, International Mechanical Code, and NFPA 54 Fuel and Gas Code.

Chapter 29 – Electrical Code to match the license renewal process above.

Sec. 29-308. – Registrations. All registrations required by this chapter shall expire on December 31st following date thereof and shall not be assignable. If registration fees are not paid within 30 days of expiration, the registration shall be automatically revoked.

ORDINANCE NO. 4754

AN ORDINANCE OF THE CITY OF HASTINGS, NEBRASKA, TO AMEND SECTION 30-1301 THROUGH 30-1308 AND 29-308 OF THE OFFICIAL HASTINGS CITY CODE TO CHANGE THE PLUMBERS, GAS, AND MECHANICAL INSTALLERS EXAMINATION BOARD TO THE PLUMBERS, GAS, AND MECHANICAL INSTALLERS ADVISORY BOARD AND TO UPDATE THE CITY'S EXAMINATION AND LICENSURE PROCESS AND CORRESPONDING CHANGES TO THE ELECTRICAL CODE; AND TO REPEAL ANY ORDINANCES OR OTHER PROVISIONS IN CONFLICT THEREWITH.

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

SECTION 1. That Section 30-1301 through 30-1308 of the Official City Code of the City of Hastings, Nebraska, be and the same is hereby amended to read as follows:

Sec. 30-1301. - Mechanical/Plumbing Advisory Board

There is hereby created a Mechanical/Plumbing Advisory Board for Plumbing, Gas, and Mechanical Installers, hereafter called the Mechanical/Plumbing Advisory Board, which shall be comprised of the Building Official, City Engineer, one licensed Master Plumber, one licensed Master Gas/Mechanical Installer, one member from the City Council, all to be selected by the Mayor and City Council. The Building Official shall be the Secretary of the Mechanical/Plumbing Advisory Board and shall have custody of all records. The Mechanical/Plumbing Advisory Board is hereby authorized to review changes in adopted codes and enforcement of the adopted codes. Each appointment shall be for a period of two years with the term of office to expire the first day of July after the full two year period has been served or in the case of the City Councilperson, until his or her term of office as Councilperson ends, whichever comes first. Vacancies shall be filled by the appointive power to serve for the balance of the term of the member of the Board whose position becomes vacant.

Sec. 30-1302. - Examination.

- 1) Before the applicant shall be certified as a Master Plumber, Journeyman Plumber, Master Gas Fitter, Journeymen Gas Fitter, Master Mechanical Installer, Journeyman Mechanical Installer, Water Conditioner Installer or Contractor, or Underground Lawn Sprinkler Installer, as the case may be, they shall have a current valid license issued by a Nebraska City of the First Class or received a passing score from an ICC testing Center for Plumbing Master, Plumbing Journeyman, Mechanical Master, Mechanical Journeyman, Master Gas Fitter, Journeyman Gas Fitter, Water Softener Installer and a Lawn Sprinkler Installer. The applicant must then be reviewed by the Mechanical/Plumbing Advisory Board to verify the qualifications of the applicant. Upon payment of licensing fees, Occupation tax, and filing proof of current Certificate of Insurance Master, Plumbing Journeyman, Mechanical Master, Mechanical Journeyman, Master Gas Fitter, Journeyman Gas Fitter, Water Softener

Installer and a Lawn Sprinkler Installer shall be registered by the Development Services Department.

- 2) Utility contractors. No examination shall be required of applicants for a utility contractor's certification provided that the holder of such certification shall comply with all applicable provisions of this chapter and any requirements of any contract with the City for the installation of service lines in conjunction with water main and sewer main upon public rights-of-way. An application for a utility contractor's certification shall be reviewed by the City Engineer or his designated representative, who shall, upon completion of such review, issue a utility contractor's certification to any individual who has complied with all applicable provisions of this chapter and any requirements of any contract with the City for the installation of service lines in conjunction with water main and sewer main upon public rights-of-way.

3) Experience Requirements.

- a) Master Plumber Mechanical, or Gas Fitter. Applicant shall have worked under the applicable supervision of a Master Plumber, Mechanical, or Gas Fitter for a period of a minimum of two years, after having obtained a Journeyman's plumber license.
- b) Journeyman Plumber, Mechanical, or Gas Fitter. Applicant shall have worked under the applicable supervision of a Master or Journeyman Plumber Mechanical, or Gas Fitter for a period of three years or have worked under said supervision for a period of two years
- c) Apprentice, Applicant shall be an employee of a Master Plumber, Mechanical, or Gas Fitter

30-1303. - Certification—Required.

- 1) No person shall hereafter engage in or work at the business, trade, or calling of a Master Plumber, Journeyman Plumber, Master Gas Fitter, Journeymen Gas Fitter, Master Mechanical Installer, Journeyman Mechanical Installer, Water Conditioning Installer or contractor, or an Underground Lawn Sprinkler Installer in the City until they shall have been certified as a Master Plumber, Journeyman Plumber, Master Gas Fitter, Journeymen Gas Fitter, Master Mechanical Installer, Journeyman Mechanical Installer, Water Conditioner Installer, Water Conditioning Installer or contractor, or an Underground Lawn Sprinkler Installer licensed with a Nebraska City of the First Class or have a passing score from an ICC testing Center. The applicant's experience shall be reviewed and approved by the Mechanical/Advisory Board. The applicant shall pay all applicable fees and occupation taxes prior to becoming certified.
- 2) Utility contractors. No person, other than an employee of the City engaged in City business, shall engage in the installation of service lines in conjunction with water main and sewer main upon public rights-of-way until he has obtained a certification from the

City Engineer to work as a utility contractor. This subsection shall not apply to service connections as set forth in Section 31-307 of this chapter.

Sec. 30-1304. - Same—Application for License.

Application for a license for Master Plumber, Journeyman Plumber, Master Mechanical, Journeyman Mechanical, Master Gas Fitter, Journeyman Gas fitter, Water Softener Installer, or lawn Irrigation sprinkler Installer shall be made in writing to the Development Services Department upon forms furnished by that office, which shall show the name, residence and business location of the applicant, an applicable license from a Nebraska City of the First Class or applicable information verifying a passing score from an ICC testing Center, and such other information as may be required.

Sec. 30-1305. - Same—Corporations, firms, and partnerships.

Any corporation, firm, or partnership which may be licensed under this article as a Master Plumber, Journeyman Plumber, Master Mechanical, Journeyman Mechanical, Master Gas Fitter, Journeyman Gas fitter, Water Softener Installer, or lawn Irrigation sprinkler Installer in the name of such corporation, firm or partnership shall have a master licensed in such trade who is licensed with a Nebraska City of the First Class or have a passing score for the applicable ICC issued test for each licensee and be reviewed and approved by the Mechanical/Advisory Board and has thereby shown themselves fit, competent and qualified to engage in such business, trade or calling of as a bona fide officer of such corporation or as a member of such firm or partnership, and who shall at all times be in actual charge of and be responsible for the installation, removal or repair of any such work done by such corporation, firm or partnership. Before such corporation, firm, or partnership shall be licensed in its corporate, firm, or partnership name, there shall be filed with the Development Services Department a license from a Nebraska City of the First Class or have a passing score for the applicable ICC issued test showing the fitness and competency of such officer of such corporation or such member of such firm or partnership to engage in the said business or calling; provided, that if after a license is issued such corporation, firm or partnership, such master as an officer of such corporation or a member of such firm or partnership shall withdraw therefrom and cease to be connected therewith, then and in that event the City Council shall forthwith revoke the license of such corporation, firm or partnership.

Sec. 30-1306. - Same—Expiration.

Licenses issued under this article shall expire on December 31st following the date thereof and shall not be assignable. If license fees are not paid within 30 days of expiration, the licensure shall be automatically revoked.

Sec. 30-1307. - Same—Renewal and Continuing Education Requirements.

All licenses will be renewed when all fees are paid including license fees and occupation taxes, current certificate of insurance is provided.

Any person licensed under the provisions of this chapter as a Master or Journeyman, who does not renew his license for a period of one month after the expiration of same, shall be subject to review by the Mechanical/Plumbing Advisory Board.

All Master Plumbers, Journeyman Plumbers, Master Mechanical, Journeyman Mechanical, Master Gas Fitter, and Journeyman Gas Fitter are required to complete six hours of continuing education annually. The six hours shall include four hours of principle instruction and two hours of code instruction as defined by the next section.

Instruction Hours Defined.

Principle instruction hours mean subjects that are directly related to the performance of mechanical services, plumbing services, and gas services. Examples of such subjects include, but are not limited to; the design, installation, servicing, troubleshooting, and skills training for mechanical plumbing, and gas piping systems.

Code instruction Hours means (mean singular) subjects that are directly related to regulations governing mechanical systems, plumbing systems, and gas systems. Examples of such subjects include but are not limited to; International Plumbing Code, International Mechanical Code, and NFPA 54 Fuel and Gas Code.

Sec. 30-1308. - Same—Revocation.

The City Council by a majority vote shall have the power to revoke any Journeyman or Master license, upon the recommendation of the Mechanical/Plumbing Advisory Board if the same was obtained through error or fraud, or if the recipient thereof is shown to be grossly incompetent or has a second time willfully violated any of the provisions of this chapter. This penalty shall be cumulative and in addition to the penalties prescribed for the violation of the provisions of this chapter. If a license is revoked, the holder of the same shall not apply for licensure until one year from the date of such revocation.

SECTION 2. That Section 29-308 of the Official City Code of the City of Hastings, Nebraska, be and the same is hereby amended to read as follows:

Sec. 29-308. – Registrations.

All registrations required by this chapter shall expire on December 31st following the date thereof and shall not be assignable. If registration fees are not paid within 30 days of expiration, the registration shall be automatically revoked.

SECTION 3. Any ordinance passed and approved prior to the passage, approval and publication or posting of this ordinance and in conflict with its provisions is repealed.

SECTION 4. This ordinance shall take effect and be in full force from and after its passage, approval and publication in electronic form.

SECTION 5. The provisions of this ordinance are separable, and the invalidity of any phrase, clause or part of this ordinance shall be affect the validity or effectiveness of the remainder of the ordinance.

PASSED AND APPROVED this 26th day of February, 2024.

ATTEST:

Mayor

City Clerk

(S E A L)

APPROVED AS TO FORM:

City Attorney

Department: Development Services
Staff Contact: Chad Bunger
Council Meeting Date: 2/27/2024

AGENDA ITEM SUMMARY SHEET

Description of Item:

Consider the final reading of Ordinance No. 4752 annexing three areas contiguous to the Hastings City limits. The three areas are: City-owned land for the Parkview Cemetery, (property 1.H) in Area #1; Area #2, Area #2, Industrial Park North; Area #3, Industrial Park West Area.

Motion to recommend approval of Ordinance No. 4752 to annex the three areas, which are: City-owned land for the Parkview Cemetery, (property 1.H) in Area #1; Area #2, Area #2, Industrial Park North; Area #3, Industrial Park West Area.

Names of People/Business affected by this action:

The property owners considered for annexation, the people of Hastings, and the City.

Why Council action is required:

Section 2-606 of the City Code of Ordinance requires that the Planning Commission review areas eligible for unilateral annexation every three years, as well as county industrial areas every two years. 2023 is the year to conduct both of these reviews.

Nebraska Revised Statute 16-117 specifies procedures for municipalities to conduct considering these types of annexations. The first step by the City Council for this action is to adopt a resolution to set a date for a public hearing to formally consider the annexation of these three areas and to adopt the required Extension of City Services Plan. The required plan, dated December 1, 2023, is attached.

Type of action requested:

Motion
Ordinance

Suggested motion:

Motion to approve Ordinance No. 4752, on third and final reading, annexing Area #2, Industrial Park North; and Area #3, Industrial Park West Area and Property 1H- the Hastings Cemetery.

Deadlines associated with action:

The City Council adopted Resolution No. 2023-42 to set the public hearing date to annex these three areas for January 22, 2024. The Revised State Statutes require that the City Council conduct a public hearing for the reading of an ordinance to annex the areas within 60 days of passing the resolution. Holding the public hearing on January 22, 2024, will be 43 days from the resolution adoption.

Department head comments:

Development Services staff have researched the properties in these three areas, as required by the City Code and State Statute. Information regarding this research is in the attached Extension of Services Plan.

The Planning Commission considered the annexation of these three items during their public hearing on November 14, 2023. The Commission recommended to the Mayor and City Council to annex all three areas. The motion to recommend annexing Area #1 was passed by a vote of 6-2. The motion to recommend annexing Area #2 was passed by a vote of 8-0. The motion to recommend annexing Area #3 was passed by a vote of 8-0.

The Commission found that annexing all three was good planning, that the three areas were adjacent and contiguous to the City, that the properties are already being served by City services and infrastructure and that these areas will be developed in the future.

The complete meeting minutes are attached.

On December 19, 2023, the Adams County Board of Commissioners approved the removal of the County Industrial Area designations from the properties in Area #2 and Area #3. The Board of Commissioner meeting minutes are attached.

Following the public hearing on the item at the City Council's January 22nd meeting, it was moved and seconded to proceed with annexing the City-owned Parkview Cementary, as designated by 1.H in the staff report packet, in Area #1 and all of the Area #2 and Area #3. The motion to approve the first reading of the ordinance to annex these properties passed by a vote of 5-0.

At the February 12th City Council meeting, the Council approved the second reading of the ordinance to annex these properties by a vote of 8-0.

City Administrator comments:

The facts and explanations have been laid out well by Director Bunger and the planning and zoning board. At this point, it is entirely in the council's discretion on how they prefer to move forward.

Staff Memorandum



To: Hastings Planning Commission

From: Chad Bunger, AICP, CFM Director of Development Services

Date: November 3, 2023

Meeting Date: November 13, 2023

Re: Public Hearing to consider annexing three areas adjacent to the City limits:

- Area #1 - E. 26th Street and N. 2nd Avenue
- Area #2 – Industrial Park North
- Area #3 – Industrial Park West Area

Background

Section 2-606 of the City Code of Ordinance requires that the Planning Commission review areas eligible for unilateral annexation every three years, as well as county industrial areas every two years. 2023 is the year to conduct both of these reviews. This process began on May 16, 2023, when the Planning Commission held a work session to discuss the annexation review topic and give direction on areas that the City staff should consider. At that work session, City staff identified 42 separate properties within four areas of the City to be considered for this round of reviews. The four areas are areas: along E. 26th Street and N. 2nd Avenue, the Industrial Park West Area, Industrial Park North, and the east industrial area along U.S. Highway 6, and Showboat Boulevard.

If the review proceeds to a recommendation to annex, the City must follow the process identified in the Nebraska Revised Statutes (N.R.S 16-116 through 16-130).

City staff has engaged these 42 property owners to introduce the topic, explain the annexation process, and hear comments at a series of neighborhood meetings from August 22nd – August 31st at the Hastings Public Library. The Planning Commission also held work sessions on September 5th, September 19th, and October 3rd to go over the efforts that City staff has made to review these areas and to get comments from the property owners. The City Council held a work session on the topic on October 16th.

During the research of these properties and speaking with the property owners, it was discovered that the East Industrial Area cannot be annexed. This area was designated as a County Industrial Area in 1967. Nebraska Revised Statute 13-1115 prohibits a municipality from annexing a County Industrial Area, unless an annexation agreement was created before the designation was created or the County or property owners agree to remove the designation and agree to annexation. None

of these situations have occurred in this area. Because this area has been removed from the consideration of annexation. A detailed staff memorandum is attached.

Property Descriptions

The three areas for consideration are described below.

Area #1 - East 26th Street and North 2nd Avenue

This area consists of eight separate properties. Generally speaking, these eight properties are single-family homes with some level of agricultural production or undeveloped land that is being row-cropped. One property is owned by the City and is a future expansion area of the City's Parkview Cemetery. The railroad right-of-way has also been included to maintain consistency in the area. Properties have a mix of services, including water, sanitary sewer, electricity, and gas. All of the properties gain access from roads that are maintained by the City.

Individual Site Sheets are provided as an attachment to the Extension of Service Plan providing detailed site information and staff recommendations.

Area #2 - Industrial Park North

The Industrial Park North area includes eleven properties. One property at 3302 Yost Avenue is several buildings that have been divided by a condominium association. This one property has 15 separate owners within the condominium association. The City owns two parcels in this area, 3305 Yost Avenue, where Fleet Maintenance and the Development Services offices are located and the detention pond and trail, on the east edge of Area #2.

In 2006, this area was designated as a County Industrial Area. As part of this designation, an agreement between the City, County, the Hastings Economic Development Corporation (HEDC), and property owners outlined when a property within this area could be annexed into the City (See attached agreement). This agreement states:

- (A) No public roads, roadways, easements for roads, or other public rights of way shall be deemed to be within the boundaries of the County Industrial Area.
- (B) The real estate shall be subject to annexation in five annual increments, the first of which shall be eligible for annexation after the earlier of ten years after the development of the property or seventeen (17) years from the date of this order. If the annexation meets statutory criteria, annexation shall thereafter be accomplished as follows:
 - (i) In each of the five years, the City may annex 20% of the total value of the land and improvements within the County Industrial Area.
 - (ii) The value of each increment shall be determined by dividing the total value of the land and improvements within the County Industrial Area by five.

- (iii) A metes and bounds survey shall be prepared for the purpose of physically describing each increment.
- (iv) During the month of January in each year during which an increment is to be annexed, the County Board shall release the parcel from the County Industrial Area.
- (C) The ability of the City to annex the tract shall apply to the entire tract included within the County Industrial Area, and no part of the tract shall be expected from the City's right to annex.
- (D) Upon annexation of each increment, said increment shall be considered one tax district within the City; the remaining parcels not yet annexed shall be considered as another separate tax district outside of the City.
- (E) Upon the initial annexation of any increment of the tract, the City will provide police and the protection to the entire County Industrial Area.

In 2015, it was determined by Adams County that the incremental annexation was inappropriate. The subsequent annexation of this area stopped. Item (B) of the agreement statement above allows for annexation after "17 years from the date of the order", which would be 2023.

All properties in this area are customers of Hastings Utilities and gain access to a public street that is maintained by the City.

Individual Site Sheets are provided as an attachment to the Extension of Service Plan providing detailed site information and staff recommendations.

Area #3 - Industrial Park West Area

This area includes three properties within the Industrial Park West subdivision and one additional property at the end of L Street. The properties in the industrial park were designated as a County Industrial Area in 1987. As part of this designation, an agreement between the City, County, the Hastings Economic Development Corporation (HEDC), and property owners outlined when a property within this area could be annexed into the City (See attached agreement). This agreement:

- (A) That the named real estate owner's land, buildings and appurtenances affixed thereto, shall not be subject to annexation by the City of Hastings until ten (10) years passes from the date the respective facilities start operating.
- (B) That after the above-mentioned time period expires, the City may then begin incremental annexation subject to the following terms and conditions:
 - (1) Over a period of five (5) years the City may annex, in equal installments, the total value of the named property owner's real property. The value of each of the five (5) year's installments shall be determined by taking the total value prior to any annexation and dividing it by five (5). Each one fifth (1/5) value shall then be converted into lineal feet of the property owner's land and annexed each respective year.

Most of the properties were annexed, per the terms of the agreement. However, in 2015, the annexation of these remaining properties stopped because the County determined that how the properties were being incrementally annexed and assessed City taxes was inappropriate.

The fourth property is not within the County Industrial Area. This area has been on the edge of the City limits and has not previously been considered for annexation.

All four properties are served by the City utility services and streets or have access to public utilities.

Individual Site Sheets are provided as an attachment to the Extension of Service Plan providing detailed site information and staff recommendations.

Extension of Service Plan

Nebraska Revised Statute 16-117(4) requires an Extension of Service Plan be created when every City Council is considering annexing adjacent land into the City limits in situations; other than the property requesting the annexation. "The plan shall (a) state the estimated cost impact of providing the services to such land, (b) state the method by which the city plans to finance the extension of services to the land and how any services already provided to the land will be maintained, (c) include a timetable for extending services to the land proposed for annexation, and (d) include a map drawn to scale clearly delineating the land proposed for annexation, the current boundaries of the city, the proposed boundaries of the city after the annexation, and the general land-use pattern in the land proposed for annexation.

The City's Extension of Service Plan for these properties is attached. Generally speaking, public utilities are all present to serve these sites. The size and location of these public services do not necessitate the City extending new services or enlarging the utility mains to provide services to the existing uses in these areas.

Similarly, the existing roadways provide adequate access to the properties in these areas at comparable levels of roadway services to other areas of the City of Hastings.

Finally, the Hastings Fire Department or Hastings Police Department will not be required to hire new personnel, purchase new equipment, or build new facilities to maintain their level of service to these areas, if annexed.

Staff Recommendation

Area #1 – E. 26th Street and N. 2nd Street

The majority of this area is currently used for agricultural purposes or as large-lot single-family homes. Most of these properties do not connect to all of the public utilities. Only one property

(765 E. 26th Street) receives all of the public utilities. Most of the other properties are connected to Hastings Utilities' electric and gas services.

There are development pressures in the area, as evidenced by the new single-family subdivision to the west of Area #1 and also to the north of the area, along W 33rd Street. Although there is pressure to develop in the surrounding area, there appears to be land better suited to develop new subdivisions (e.g. open agricultural land), rather than the need to demolish existing buildings on a relatively small tract of land. Combining these smaller tracts to create a meaningful subdivision would also be costly and inefficient, compared to large tracts of open farm ground.

If this land were to develop into suburban residential subdivisions or nonresidential uses, the City would most likely require the new development to be annexed. Similarly, if the existing onsite, private systems for water and sanitary sewer were to fail, requiring new services, the City would most likely require the property to connect to the public infrastructure, which could be an opportune time to be included in the City limits.

Lastly, it is evident that these property owners did not intend to be annexed into the City or agreed to be annexed if certain conditions were met, like the properties in the County Industrial Areas.

Considering these factors, City Staff is recommending that **Area #1 not be annexed** into the City limits, except for the City-owned property intended for the expansion of the Parkview Cemetery.

Although this land is similar to other properties in Area #1, the City currently owns it and is taking steps to use it as an expansion of the cemetery. At the very least, philosophically, it makes sense that City-owned land intended for public use should be within the City limits.

Please note, that if the Planning Commission would like to recommend to the Mayor and City Council that all or some of the properties in Area #1 be annexed into the City limits, the Planning Commission should clearly and specifically articulate the findings of their decisions.

The staff has prepared the attached map for Area #1 identifying each property by a number and letter to help differentiate properties if the Commission is inclined to only recommend certain properties for annexation.

Area #2 – Industrial Park North

All of the properties in this area are connected to public utilities and gain access from City-maintained streets.

This area was intended to be annexed into the City, as detailed in the agreement created before the area was designated as a County Industrial Area. Had the incremental annexation process not been stopped in 2015, most of these properties would have been annexed into the City in some manner. Additionally, The 2015 agreement intended for the area to be annexed by 2023 if development on the sites did not occur.

Considering these factors, City Staff is recommending that **Area #2 be annexed** into the City limits.

Please note, that if the Planning Commission would like to recommend to the Mayor and City Council that all or some of the properties in Area #2 be annexed into the City limits, the Planning Commission should clearly and specifically articulate the findings of their decisions.

The staff has prepared the attached map for Area #1 identifying each property by a number and letter to help deferentiate properties if the Commission is inclined to only recommend certain properties for annexation.

Area #3 – Industrial Park West Area

All of the properties in this area gain access from a City-maintained street. The properties in the Industrial Park West are all connected to public utilities. The property at the end of L Street currently does not connect to public utilities because it is a storage area for the adjacent, “parent tract”. The “parent tract” is in the City limits and the business on this property is connected to all public utilities.

The properties in the Industrial Park West subdivision were intended to be annexed into the City, per the agreement created when the area was designated as a County Industrial Area. Had the incremental annexation of the area not been halted in 2015, these properties would have already been annexed based on the age of the development on each property.

The property at the end of L Street is a storage area for its “parent tract.” It is reasonable that this property also be annexed so that it can be provided the same level of service from the Hastings Police Department and Hastings Fire Department as the business on the “parent tract” does.

Considering these factors, City Staff recommends that **Area #3 be annexed** into the City limits.

Please note, that if the Planning Commission would like to recommend to the Mayor and City Council that all or some of the properties in Area #2 be annexed into the City limits, the Planning Commission should clearly and specifically articulate the findings of their decisions.

PREPARED BY: Chad Bunger, AICP, CFM Director of Development Services

DATE: November 1, 2023

ATTACHMENTS:

1. Industrial Park North County Industrial Area Agreement
2. Industrial Park West County Industrial Area Agreement
3. Individual Properties Identification Maps
 - a. Area #1 - E. 26th Street and N. 2nd Avenue
 - b. Area #2 – Industrial Park North
 - c. Area #3 - Industrial Park West
4. Extension of Service Plan Annexation Review, November 2023

RESOLUTION 06-09-19
ADAMS COUNTY BOARD OF SUPERVISORS

ORDER

WHEREAS, Hastings Economic Development Corporation, a Nebraska Corporation, has submitted to the County Clerk of Adams County and to the Board of Supervisors of Adams County its application for Designation of County Industrial Area under the provisions of N. R. S. 13-1111 et seq. (Reissue 1997);

WHEREAS; THE REAL ESTATE SUBJECT TO THE SAID Application is within the zoning jurisdiction of the City of Hastings, a municipal corporation which has enacted a comprehensive development plan therefore, and exercises zoning jurisdiction thereof;

WHEREAS; the real estate subject to the said application is at least 10 acres in size and is located contiguous to an area which has already been designated as a County Industrial Area;

WHEREAS, the Hastings City Council has been provided with the notice of filing of the said Application from the County Clerk of Adams County requesting approval or disapproval of the designation of the said real estate as a County Industrial Area in accordance with the said statutory provisions;

WHEREAS, the City of Hastings has approved the said designation subject to conditions agreed upon between the City of Hastings and Adams County, embodied in the City's Resolution No. 2006-43 adopted by the Hastings City Council on August 28, 2006, which Resolution has been approved by Motion of the Adams County Board of Supervisors dated September 19, 2006;

WHEREAS, the County Clerk has published notice of the hearing upon the Applicant's request, as provided by the Neb Rev Stat 13-1113 (Reissue 1997); and

WHEREAS, those interested in the matter have appeared and been heard by the Board, and the Board has considered the Application and the evidence, and is now prepared to make its findings and designation

NOW IT IS THEREFOR ORDERED AND DECREED BY THE BOARD OF SUPERVISORS OF ADAMS COUNTY, NEBRASKA, AS FOLLOWS:

1. The Board finds from the evidence produced that:
 - A. The tract described herein below is suitable for use as an industrial area;
 - B. It will be generally beneficial to the community; and

- C. The owners of all the land embraced therein have consented to such designation.

2. The Board hereby designates the following tract of land, to wit:

A part of the Northwest Quarter (NW1/4) of Section Thirty-Two (32), Township 8 North, Range 9 West of the 6th PM, in Adams County, described on Exhibit A as Industrial Park North Subdivisions Number 4 and 5.

To be a County Industrial Area, subject however to the following conditions:

- A. No public roads, roadways, easements for roads, or other public rights of way shall be deemed to be within the boundaries of the County Industrial Area.
- B. The real estate shall be subject to annexation in five annual increments, the first of which shall be eligible for annexation after the earlier of ten years after the development of the property or seventeen (17) years from the date of this order. If the annexation meets statutory criteria, annexation shall thereafter be accomplished as follows:
- (i) In each of the five years, the City may annex 20% of the total value of the land and improvements within the County Industrial Area.
 - (ii) The value of each increment shall be determined by dividing the total value of the land and improvements within the County Industrial Area by five.
 - (iii) A metes and bounds survey shall be prepared for the purpose of physically describing each increment.
 - (iv) During the month of January in each year during which an increment is to be annexed, the County Board shall release the parcel from the County Industrial Area.
- C. The ability of the City to annex the tract shall apply to the entire tract included within the County Industrial Area, and no part of the tract shall be excepted from the City's right to annex.
- D. Upon annexation of each increment, said increment shall be considered one tax district within the City; the remaining parcels not yet annexed shall be considered as another separate tax district outside the City.
- E. Upon the initial annexation of any increment of the tract, the City will provide police and the protection to the entire County Industrial Area.

- F. The form of this Order shall be approved by the Adams County Attorney and the Hastings City Attorney.
3. Upon annexation of the fifth of the five incremental parcels, the designation of the above-described tract of land as a County Industrial Area shall be deemed to have terminated.

ADOPTED AND APPROVED THIS 19TH DAY OF September 2006.



Larry Woodman
Chairman of the Board of Supervisors

Chrissie Lewis
Adams County Clerk

Sept. 19, 2006
Date

O R D E R

BE IT REMEMBERED:

That the Adams County Board of Supervisors, sitting in regular session on July 7, 1987, at 10:00 o'clock a.m. in the Boardroom of the Adams County Courthouse of Hastings, Nebraska, did consider the application filed by Hastings Economic Development Corporation; Great Plains Packaging, Inc.; Dana Corporation; Thermo King Corporation; Scherbarth, Inc.; Monfort of Colorado; Tri-City Industrial Investors; and Tom Lauvetz to designate certain real estate as an Industrial Area. The Board listened to testimony and arguments of counsel and entered a Resolution designating the said tract as an Industrial Area subject to the applicants' filing with the Board consents from all of the owners of property within the area, to the application and the said designation.

The Board finds that the said application for designation should be approved and that the said property described hereinafter should be designated as an Industrial Area; and that the tract is suitable for use as an Industrial Area and that it will be generally beneficial to the community and that the owners of all the land embraced therein have consented to such designation.

IT IS THEREFORE ORDERED AND DECREED by the Adams County Board of Supervisors that the following described parcels of real estate, to-wit:

Lots Two (2), Seven (7), and Eight (8) of Block One (1); Lot Four (4) and the East 50 feet of Lot Five (5) of Block Two (2); Lots Two (2), Three (3), Four (4), and Five (5) of Block Three (3) and lake cell, all in Hastings Industrial Park West in the Southeast Quarter (SE 1/4) of Section Fourteen (14), Township Seven (7) North, Range Ten (10) West of the 6th P.M., Adams County, Nebraska;

Lots Eight (8) and Nine (9) of Block Three (3), all in Hastings Industrial Park West in the Southeast Quarter (SE 1/4) of Section Fourteen (14), Township Seven (7) North, Range Ten (10) West of the 6th P.M., Adams County, Nebraska;

Lot Seven (7) of Block Three (3), all in Hastings Industrial Park West in the Southeast Quarter (SE 1/4) of Section Fourteen (14), Township Seven (7) North, Range Ten (10) West of the 6th P.M., Adams County, Nebraska;

Lots Two (2), Three (3), the West 50 feet of Lot One (1), Lot Five (5) except the East 50 feet, Lots Six (6) and Seven (7) of Block Two (2), all in Hastings Industrial Park West in the Southeast Quarter (SE 1/4) of Section Fourteen (14), Township Seven (7) North, Range Ten (10) West of the 6th P.M., Adams County, Nebraska;

Lot Nine (9) of Block One (1), all in Hastings Industrial Park West in the Southeast Quarter (SE 1/4) of Section Fourteen (14), Township Seven (7) North, Range Ten (10) West of the 6th P.M., Adams County, Nebraska;

Lots Three (3), Four (4), Five (5), Six (6), Ten (10), Eleven (11), and Twelve (12) of Block One (1), all in Hastings Industrial Park West in the Southeast Quarter (SE 1/4) of Section Fourteen (14), Township Seven (7) North, Range Ten (10) West of the 6th P.M., Adams County, Nebraska;

Lot Six (6) of Block Three (3), all in Hastings Industrial Park West in the Southeast Quarter (SE 1/4) of Section Fourteen (14), Township Seven (7) North, Range Ten (10) West of the 6th P.M., Adams County, Nebraska;

Lot One (1) of Block One (1), all in Hastings Industrial Park West in the Southeast Quarter (SE 1/4) of Section Fourteen (14), Township Seven (7) North, Range Ten (10) West of the 6th P.M., Adams County, Nebraska;

be and the same are hereby designated an Industrial Area, under the terms and conditions more particularly set out in the

Application For Designation of County Industrial Area filed with the Adams County Clerk on May 26, 1987, and attached hereto and incorporated herein as Exhibit 1.

ADAMS COUNTY BOARD OF
SUPERVISORS

By *D.W. Maloney*
Chairman

EXHIBIT 1

APPLICATION FOR DESIGNATION

OF

COUNTY INDUSTRIAL AREA

TO THE COUNTY CLERK AND THE BOARD OF SUPERVISORS OF ADAMS COUNTY,
NEBRASKA:

We, the undersigned owners of real estate consisting of more than twenty (20) acres of contiguous real estate situated in Adams County, Nebraska, no part of which is within the boundaries of any incorporated city or village, hereby make application for the designation of the real estate described in the attached Exhibit A, as an Industrial Area pursuant to the provisions of Sections 19-2501 R.R.S. 1943, as amended.

In Support of this application, the undersigned allege:

1. That the real estate described is suitable for use as an Industrial Area;
2. That such designation will be generally beneficial to the community; and
3. The undersigned owners of the land described in Exhibit A have all consented to such designation subject to the following terms and conditions being agreed to by the City of Hastings.
 - (A) That the named real estate owner's land, buildings and appurtenances affixed thereto, shall not be subject to annexation by the City of Hastings until ten (10) years passes from the date the respective facilities start operating.
 - (B) That after the above mentioned time period expires, the City may then begin incremental annexation subject to the following terms and conditions:
 - (1) Over a period of five (5) years the City may annex, in equal installments, the total value of the named property owner's real property. The value of each of the five (5) year's installments shall be determined by taking the total value prior to any annexation and

Page 1

Filed 5-26-57

10:20 A.M.

Anita Hawes

Adams County Clerk

-4-

dividing it by five (5). Each one fifth (1/5) value shall then be converted into lineal feet of the property owner's land and annexed each respective year.

- (2) The physical annexation will start at the point where the property line meets the street fronting the properties, and move away from this point toward the rear of the property.
- (3) That upon annexation, the portions(s) annexed shall be considered one (1) tax district within the City, and the remaining portion shall be considered another separate tax district outside of the City.
- (4) That upon the initial annexation of any property, the City will also annex all of the streets within said industrial area, so that all of the property will be contiguous to the City limits.
- (5) That City police and fire protection will be provided by the City of Hastings to the entire Industrial Area once any annexation of same takes place; and
- (6) That once any annexation takes place the City of Hastings agrees to purchase from Hastings Economic Development Corporation Lot One (1), Block Two (2) except the west fifty (50) feet, and the Southeast corner of the Industrial Park as retention cells for the sum of Forty Five Thousand and no/100's (45,000.00). Payment for the retention cells shall not begin until revenues are received by the City as a result of the annexation. Payment of principal will be extended over five years with a 10% compounded interest rate on the unpaid balance. The lake cell between Dana Corporation and Thermo King Corporation will be reviewed by the City Engineer to determine whether it remains necessary to retain this cell as more than twice as many acre feet of storage has been built in the Park than was originally requested by the Planning and Zoning Commission. If the lake cell is determined to be needed by the Engineer's office this property shall be included in the acquisition by the City and maintained as a retention cell from then on. At no time will any of this property be sold by the City of Hastings for purposes other than retention cells.

We respectfully request that a time be set for hearing this
Petition and that notice thereof be given by publication all as
required by law.

DATED at Hastings, Nebraska the 26th day of May, 1987.

HASTINGS ECONOMIC DEVELOPMENT CORP.

By Doran J. Bunker

GREAT PLAINS PACKAGING, INC.

By John J. Seppel

DAVA CORPORATION

By Thomas E. Mersers

THERMO KING CORPORATION

By Harold Hule

SHERBATH INCORPORATED

By Robert L. Sherbath

TRI-CITY INDUSTRIAL INVESTORS

By James J. [Signature]

MONFORT OF COLORADO

By David J. Brater

TOM LAUVETZ

By Thomas J. Lauvetz

EXHIBIT A

Hastings Economic Development Corporation, owners of Lots Two (2), Seven (7), and Eight (8) of Block One (1); Lot Four (4) and the East 50 feet of Lot Five (5) of Block Two (2); Lots Two (2), Three (3), Four (4), and Five (5) of Block Three (3) and lake cell, all in Hastings Industrial Park West in the Southeast Quarter (SE1/4) of Section Fourteen (14), Township Seven (7) North, Range Ten (10) West of the 6th P.M., Adams County, Nebraska.

Great Plains Packaging, Inc., owners of Lots Eight (8) and Nine (9) of Block Three (3), all in Hastings Industrial Park West in the Southeast Quarter (SE1/4) of Section Fourteen (14), Township Seven (7) North, Range Ten (10) West of the 6th P.M., Adams County, Nebraska.

Dana Corporation, owners of Lot Seven (7) of Block Three (3), all in Hastings Industrial Park West in the Southeast Quarter (SE1/4) of Section Fourteen (14), Township Seven (7) North, Range Ten (10) West of the 6th P.M., Adams County, Nebraska.

Thermo King Corporation, owners of Lots Two (2), Three (3), the West 50 feet of Lot One (1), Lot Five (5) except the East 50 feet, Lots Six (6) and Seven (7) of Block Two (2), all in Hastings Industrial Park West in the Southeast Quarter (SE1/4) of Section Fourteen (14), Township Seven (7) North, Range Ten (10) West of the 6th P.M., Adams County, Nebraska.

Scherbarth, Inc., owners of Lot Nine (9) of Block One (1), all in Hastings Industrial Park West in the Southeast Quarter (SE1/4) of Section Fourteen (14), Township Seven (7) North, Range Ten (10) West of the 6th P.M., Adams County, Nebraska.

Monfort of Colorado, owners of Lots Three (3), Four (4), Five (5), Six (6), Ten (10), Eleven (11), and Twelve (12) of Block One (1), all in Hastings Industrial Park West in the Southeast Quarter (SE1/4) of Section Fourteen (14), Township Seven (7) North, Range Ten (10) West of the 6th P.M., Adams County, Nebraska.

Tri-City Industrial Investors, owners of Lot Six (6) of Block Three (3), all in Hastings Industrial Park West in the Southeast Quarter (SE1/4) of Section Fourteen (14), Township Seven (7) North, Range Ten (10) West of the 6th P.M., Adams County, Nebraska.

Tom Lauvetz, owner of Lot One (1) of Block One (1), all in Hastings Industrial Park West in the Southeast Quarter (SE1/4) of Section Fourteen (14), Township Seven (7) North, Range Ten (10) West of the 6th P.M., Adams County, Nebraska.

CERTIFICATION

I, Anita Hawes, the duly elected and acting County Clerk of the County of Adams, State of Nebraska do hereby certify that I am also the Clerk of the County Board of Supervisors and that the within and attached order was duly entered by the said Board at a meeting of the Adams County Board of Supervisors held at 10:00 A.M. on July 7, 1987, in the Boardroom of the Adams County Courthouse, Hastings, Nebraska, by affirmative unanimous vote of all members present. Teller, absent and not voting.

Dated at Hastings, Nebraska this 7th day of July, 1987.



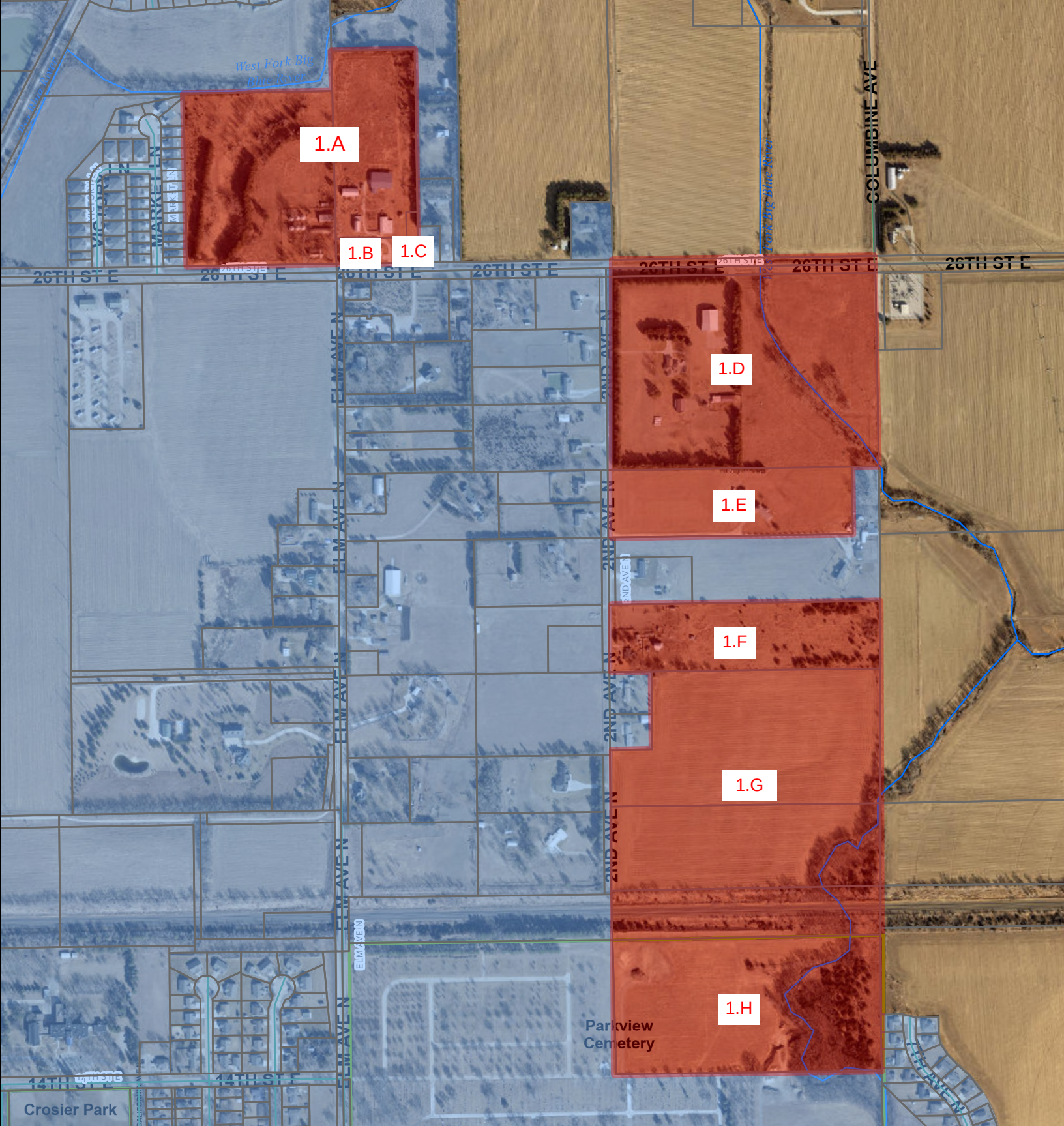
Anita Hawes

Anita Hawes, Adams County Clerk

Num 0-105 RD Computer ✓
 Comp ✓
 Tax ID — Cad — A.O. ✓

FILED
 INST. NO. 872586
 1987 JUL 15 PM 2:34
Debra Thompson
 REC'D CLERK
 ADAMS COUNTY

*Anita Hawes
 Chg 41.50 - Bd. of Supervisors
 Ret. Adams Co. Clerk*



Area #1
East 26th Street and North 2nd Avenue



Area #1 E. 26th St & N. 2nd Ave Area

0 260 520 1,040 Feet



Area #2
Industrial Park North

 Yost Avenue Area

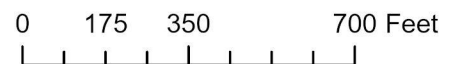




- Industrial Park West Area
- City limits

Area #3

Industrial Park West





Extension of Service Plan Annexation Review December 1, 2023

Prepared by Chad Bunger, AICP, CFM
Director of Development Services

Tentative Public Hearings
Planning Commission: November 14, 2023
City Council Resolution Adoption: December 11, 2023
City Council First Reading of Ordinance to Annex: January 22, 2024

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Executive Summary

As required by [Section 2-606 of the City of Hastings' Code of Ordinance](#), the Planning Commission is to evaluate areas eligible for annexation every three years, as well as County Industrial Areas every two years. The Planning Commission initiated a review of four separate areas adjacent to the City that are eligible for annexation. After researching and considering each area, it was determined that three areas should be considered for annexation into the Hastings corporate limits. These areas are generally described as the E. 33rd Street and N 2nd Avenue Area, Industrial Park North, and the Industrial Park West Area. See individual area sections for more details.

To comply with the requirements of [Nebraska Revised Statute 16-117](#), an Extension of Services Plan must be prepared to provide the community and impacted property owners with sufficient details of the estimated cost impact of providing services to the proposed annexed land, state the method by which the City plans to finance the extension of services to the land and how any services already provide to the land will be maintained, and a timetable for extending services to the land. This document is intended to comply with the statute requirements.

Generally speaking, the City of Hastings has public utilities extended to these areas, including water, sanitary sewers, gas, and electricity. No new service mains for these utilities are required to be constructed to serve these areas, based on the existing uses or for potential development, based on the 2009 Comprehensive Plan Future Land Use Map.

Most of the properties are already served by all of the City of Hastings Utilities. The few exceptions are some of the residential properties along E. 26th Street and N. 2nd Street. In these cases, the properties are not connected to water and/or sanitary sewer, although the utility mains are within proximity to the properties. None of the properties will be forced to connect to the City's water or sanitary sewer services until the private services fail or the property develops into a more intense use. If the properties were annexed, the connection rate would be \$38.50 per linear foot of property frontage for water and \$34.00 per linear foot of property frontage for sanitary sewer. If the properties remained outside of the City limits and the property's on-site services failed, forcing the connection to the City utilities, the "out-of-city" per linear foot of property frontage connection rates would be \$57.75 for water and \$51.00 for sanitary sewer.

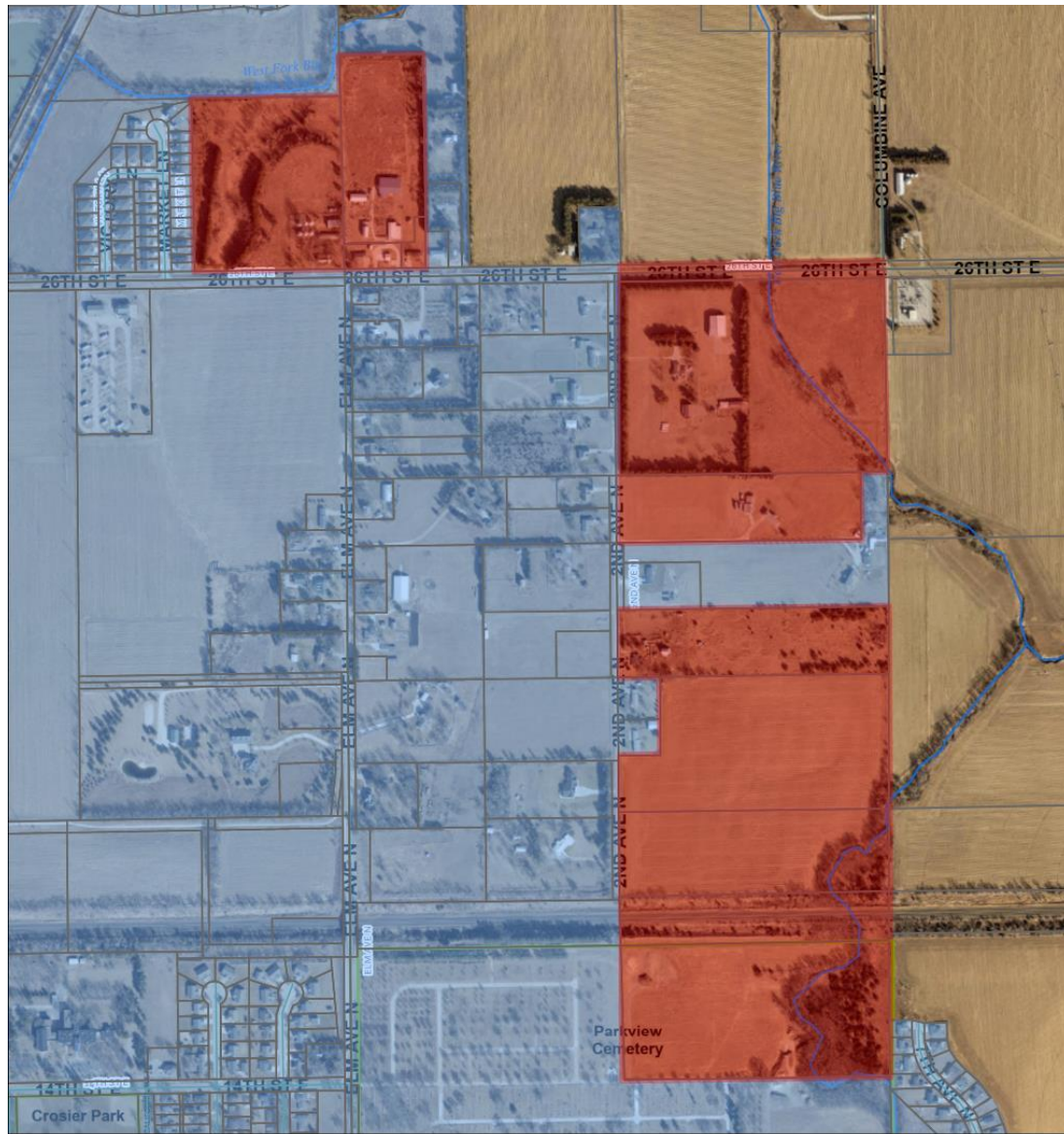
Additionally, the properties within the three areas can be served by the City Hastings Police Department and the Hastings Fire Department without having to construct new stations, hire additional personnel, or purchase new equipment to maintain the same level of response or service to these properties.

Lastly, no new streets would be required to provide access to these properties as they are presently developed. All streets are paved, except for N. 2nd Avenue, which is currently gravel. The City does not have any immediate plans to improve this roadway. Because there are several streets within the City limits of Hastings that are gravel, these existing gravel streets meet the same level of service provided to other areas of Hastings.

The City of Hastings routinely maintains existing service mains in the immediate areas of the annexation sites through the City's Capital Improvement Plan, the City's General Fund, and utility enterprise funds intended for routine and emergency repairs. No new considerations are being made to maintain these services if these properties were to be annexed into the Hastings corporate limits.

Area #1 – East 26th Street and North 2nd Avenue

This general area consists of eight properties, considered to be large-lot residential uses. Two of the properties are large parcels of land being used exclusively for row-crop agriculture. A third property is owned by the City for future expansion of the City's Parkview Cemetery.



Area #1
East 26th Street and North 2nd Avenue

Area #1 E. 26th St & N. 2nd Ave Area

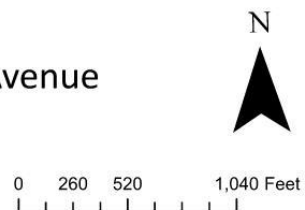


Figure 1: Area #1 Area Map

Future Land Use

The 2015 Comprehensive Plan Future Land Use Map designates a majority of this area as Suburban Residential. Quoting the Comprehensive Plan:

“This residential category represents the most common development standards in housing and neighborhood design in Hastings. Development in this category is typically in the 2 to 5 units per acre range with lots ranging in size from 8,750 to 20,000 square feet. Suburban residential development is primarily reserved for single family uses, but may include a mixture of housing types subject to the residential location guidelines listed below. In areas of suburban residential development where sensitive land forms or environmental constraints exist, cluster developments are encouraged. (Clustering is defined in the Development Section of this Chapter.) Like urban neighborhoods, suburban neighborhoods are strengthened by the presence of community services (churches, schools and parks) that are permitted in this category.”

The City-owned property destined to be part of the Parkview Cemetery is given the Public/Semi-Public land use classification.

Because of the agricultural and large-lot residential characteristics of this area, the existing uses generally don't meet the land use classification, which would consist of smaller lots within neighborhood subdivisions. This type of development would occur over time, assuming this part of the City would develop or redevelop into residential neighborhoods envisioned by the Comprehensive Plan.

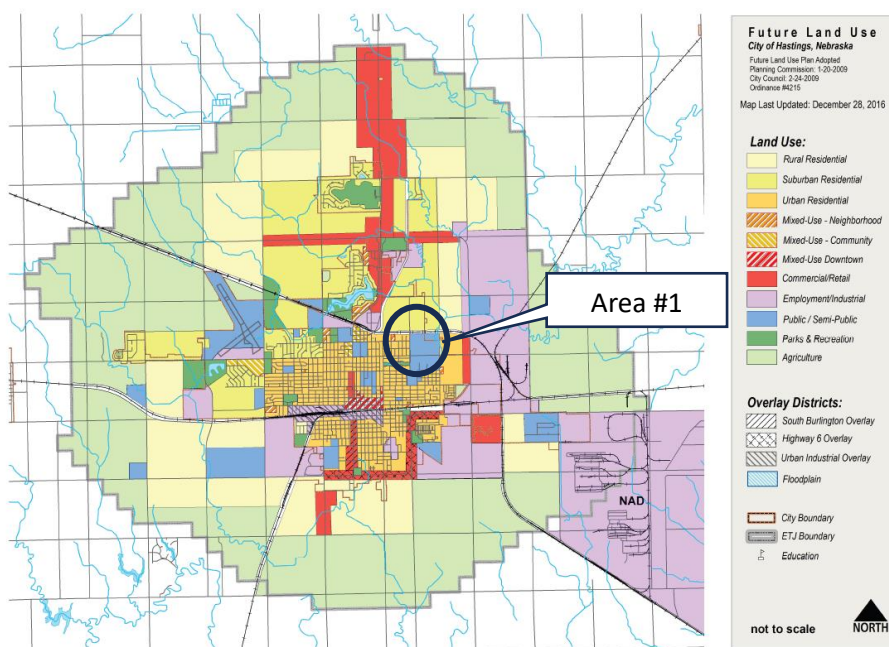


Figure 2: Area #1 Future Land Use Map

Zoning

The properties considered for annexation in Area #1 are a mixture of zoning classifications (See Figure 3, Area #1 Zoning Map). Most of the properties are zoned County A, General Agriculture District. However, the properties under consideration along N. 2nd Avenue have a narrow band that is zoned either County R-1, Single-Family Residential District, or County R-1A, Single-Family Large Lot Residential District. Generally speaking, the existing uses generally conform to the zoning districts.

The properties surrounding Area #1 have a similar mixture of zoning classifications. Generally, the properties to the north and east of the area are zoned County A, General Agriculture District. The properties to the south and west are zoned either City R-1, Urban Single-Family Residential District, or City R-1A, Single-Family Large Lot Residential District.

City of Hastings Zoning Map

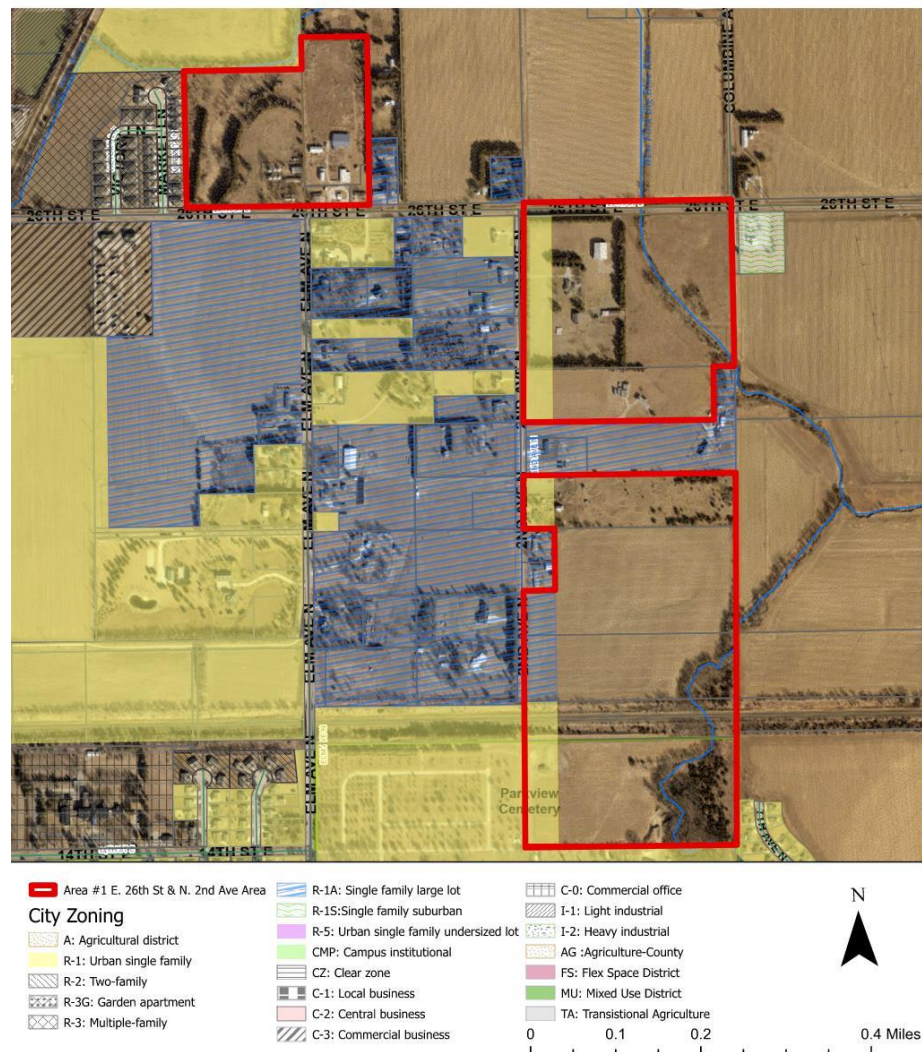


Figure 3: Area #1 Zoning Map

Public Utilities

Water – Water mains of adequate size to serve the existing developments in Area #1 are located within the E. 26th Street and N. 2nd Avenue rights-of-way. A water main is also located at the rear of some of the lots along N. 2nd Avenue, following the contours of the river tributary. Most of the existing uses are currently not connected to the City's water infrastructure and are using private wells to provide potable water to the buildings.

Properties with a private system can maintain that system until such time that it would fail. When the system fails, the property owner will be required to connect to the City's infrastructure (City Code of Ordinance [Sec. 32-605](#) and [Sec. 32-606](#)).

If the property owners were to connect to the adjacent City water main after being annexed, the Outside of District connection rate would apply. This rate would be applied at \$38.50 per linear foot of property frontage. In speaking to Hastings Utility, factors, such as the developable area of the site, home location, and overall lot width, are considered that could reduce the property frontage width.

If the property remains outside of the City limits, the fee to connect to the City service is \$57.75 per linear foot of property frontage. This rate may rate change in the future, based on City policy updates.

Sanitary Sewer – Sanitary sewer mains are located in the E. 26th Street and N. 2nd Avenue rights-of-way that could provide service to the site. Several of the properties within Area #1 are not connected to the City's utility and use an onsite, private septic system.

Properties with a private system can maintain that system until such time that it would fail. When the system fails, the property owner will be required to connect to the City's infrastructure (City Code of Ordinance [Sec. 32-509](#)).

The Outside of District connection rate would apply if the property owners were to connect to the adjacent City sanitary sewer main, regardless of being annexed. This rate would be applied at \$34.00 per linear foot of property frontage. In speaking to Hastings Utility, factors, such as the developable area of the site, home location, and overall lot width, are considered that could reduce the property frontage width. If the property remains outside of the City limits, the fee to connect to the City service is \$51.00 per linear foot of property frontage. This rate may rate change in the future, based on City policy updates.

Gas – Hastings Utilities' gas line is located in the adjacent right-of-way. Most of the developed properties in Area #1 are connected to the gas utilities.

Electricity - Hastings Utilities' has electrical service in the immediate area to provide electricity to the site. All of the developed properties are connected to the public utility.

Public Safety

Being outside of the City limits, the properties in Area #1 are not within the technical jurisdiction of the Hastings Fire Department or the Hastings Police Department. The Fire Department will respond, at the request of Hastings Rural Fire for any fire incident. The Fire Department provides ambulance transport, by contact with Adams County, in the event of an emergency call to one of the properties in the area.

Generally, the Hastings Police Department would only respond to the site for a crime or an emergency at the request of the Adams County Sheriff's Office.

Access

East 26th Street is a paved collector street that provides access to some of the properties. North 2nd Avenue is a gravel road that provides access to the remainder of the properties. The lone exception is the City-owned land associated with the Parkview Cemetery. This property gains access from the cemetery's internal roads and N. Elm Street.

Findings of the Extension of City Services

As stated, all properties in Area #1 have access to all public utilities. No new mains are required to be extended to serve the area. Likewise, the utilities should not need to be upsized for the current uses. Because of this, there is no need to schedule the extension of new services.

Some of the properties in Area #1 are not connected to some or all of the utility services. The connection fees would generally be at the expense of the owner to connect to the services. The property owners are allowed to keep and use their private water wells and septic systems, until such time that the systems fail. At that time, Sections 32-605 and 32-606 of the City Code would require the properties to connect to the public utility systems, regardless of being annexed into the City limits or not.

No new police or fire personnel, equipment, or facilities are warranted by annexing these properties into the City. These Departments will maintain their level of service by annexing these areas.

No new roads are required to serve the existing uses in Area #1. North 2nd Avenue is a gravel road. There are other gravel streets and roads within the corporate limits of Hastings. The gravel roadway would be of a similar level of service compared to other roads in the City.

Maintaining these services will be funded through the City's Capital Improvement Fund, the Utility Enterprise Funds, and/or the City's General Fund. It is not anticipated that adding these properties to the City limits will substantially impact these maintenance funding sources.

Area #2 – Industrial Park North

This area consists of eleven properties, that are all industrial uses. One property at 3302 Yost Avenue is several buildings that have been divided by a condominium association. This one property has 15 separate owners within the condominium association. The City owns two parcels in this area, 3305 Yost Avenue, where Fleet Maintenance and the Development Services offices are located and the detention pond and trail, on the east edge of Area #2.



Figure 4: Industrial Park North

Future Land Use

The 2015 Comprehensive Plan Future Land Use Map designates a majority of this area as Employment/Industrial. Quoting the Comprehensive Plan:

“Industrial, warehousing and consolidated office parks provide employment opportunities and are generally considered the most intensive use of land because of operational impacts or functions. Each type of use is allowed in the employment land use category. Light industrial uses include those uses that are typically related to warehousing, distribution, fabrication and parts assembly and rely on large land areas and large single story buildings. Heavy industrial uses are typically those uses that are production or manufacturing related, such as assembly plants and more intense manufacturing uses, including animal slaughtering, grain processing, ethanol production and bio-diesel plants.

Generally, these uses rely on large amounts of land and large single story buildings, and rely heavily upon convenient transportation connections (road, rail and air) and access to high capacity infrastructure. Hastings currently has four areas that are primarily developed for industrial uses

- Industrial area parallel to the BNSF railroad line and 2nd Street,
- Hastings Industrial Park - West,
- Hastings Industrial Park - North, and
- Industrial area adjacent to the Union Pacific railroad line and the high school.

It is intended that these uses should continue to be located in such established viable locations. Employment uses are proposed to be congregated into Hubs that create an accumulation of users that are large employers. The Future Land Use map identifies future locations for Employment Hubs at areas along railroad routes, near Hastings Municipal Airport, Hastings Regional Center and the old Naval Ammunitions Depot (NAD). Employment development Location Guidelines can be found in the Development Section of this chapter.

The area was established as an industrial park in the early 2000s. The existing uses conform with the Comprehensive Plan’s land use characteristics.

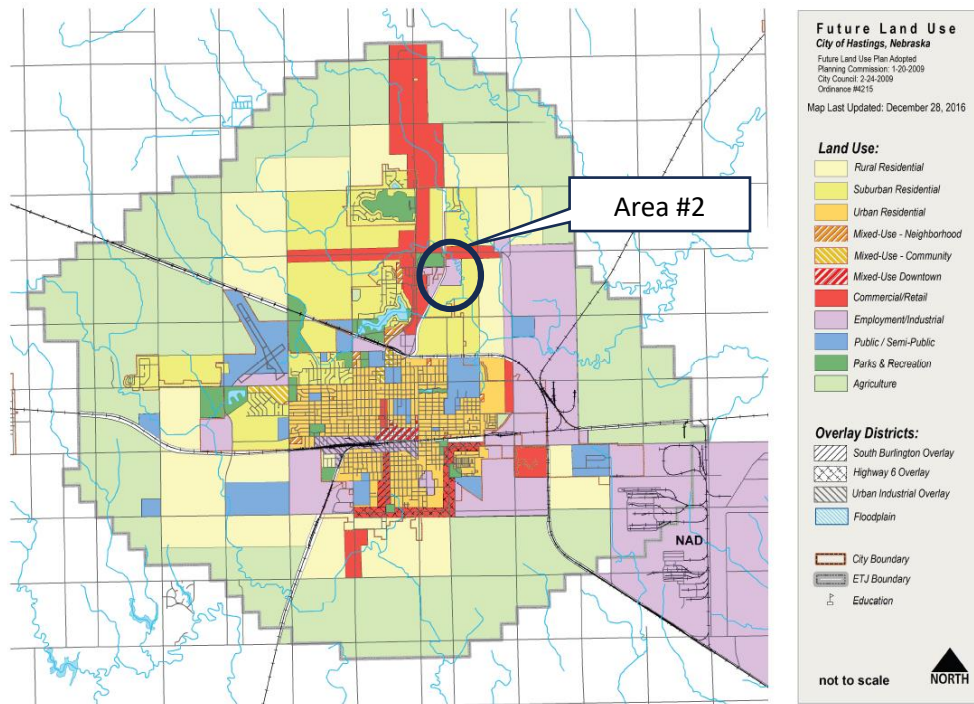


Figure 5: Area #2 Future Land Use Map

Zoning

The properties considered for annexation in Area #2 are all zoned County I-2, Heavy Industrial District. The existing uses conform to that zoning district. If annexed, these properties would remain in an I-2 District (See Figure 3, Area #1 Zoning Map).

The surrounding areas to the north of E. 33rd Street are also all zoned I-2 District. The properties to the south of E. 33rd Street are a mix of the C-3, Commercial Business District, R-3, Multiple-Family Residential District and R-1, Urban Single-Family Residential District.

City of Hastings Zoning Map

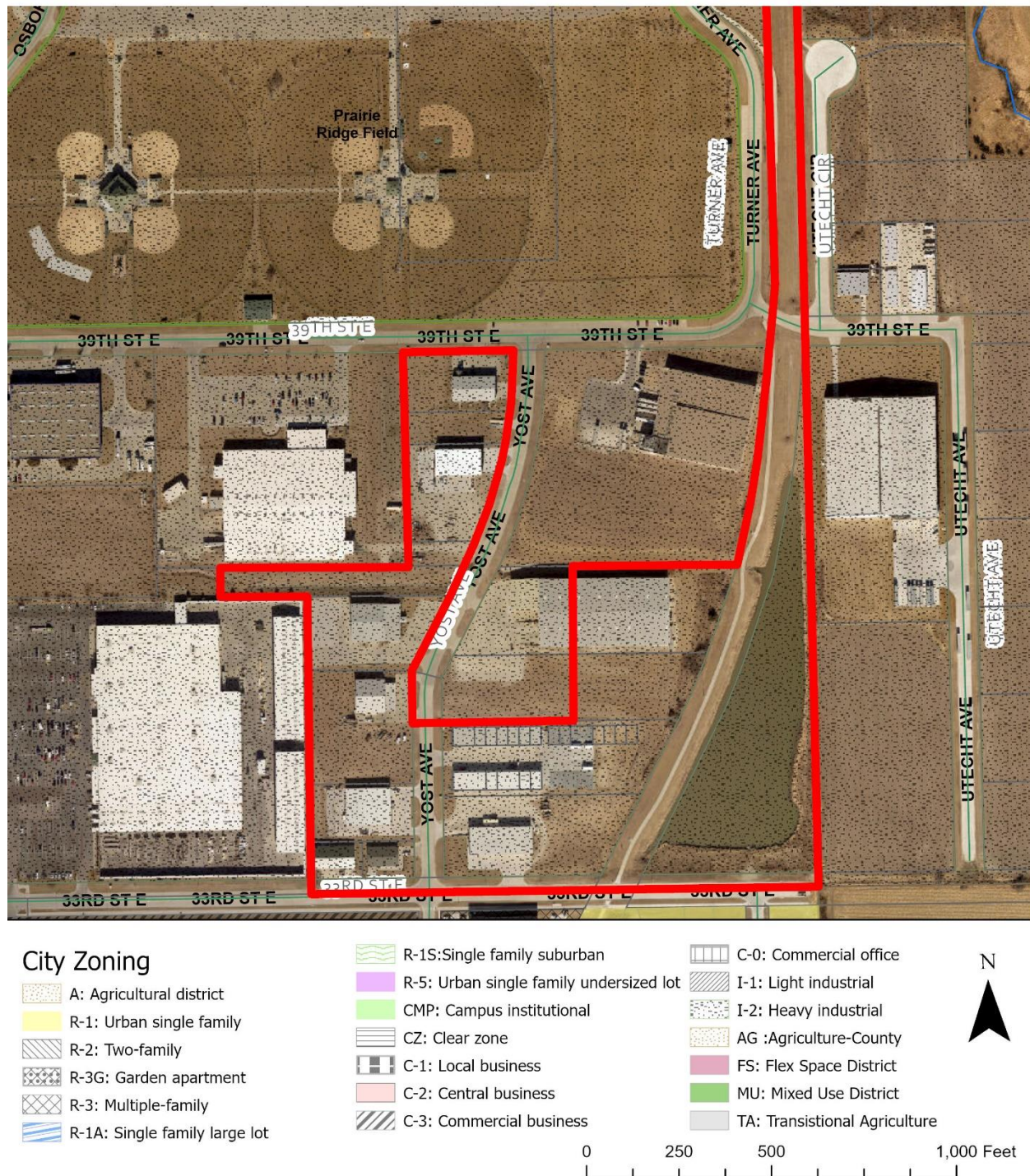


Figure 6: Area #2 Zoning Map

Public Utilities

Water - Water mains of appropriate size are located in the Yost Avenue and E. 33rd Street rights-of-way. All of the properties within Area #2 are a customer of Hastings Utilities and receives water at the standard commercial rate inside the city.

Sanitary Sewer – Appropriately sized sanitary sewer mains are located in the E. 33rd Street and Yost Avenue rights-of-way that provide service to Area #2. All of the businesses are connected to the City's sanitary sewer infrastructure and is currently a customer of the City's utility at a standard commercial rate.

Gas – Hastings Utilities' gas lines are located in the E. 33rd Street and Yost Avenue rights-of-way. The properties in Area #2 are customers of that utility enterprise.

Electricity - Hastings Utilities' has electrical service in the immediate area to provide electricity to the site. All of the property owners are customers of the utility enterprise.

Public Safety

Being outside of the City limits, the properties in Area #2 are not within the technical jurisdiction of the Hastings Fire Department or the Hastings Police Department. However, an agreement between the City, Adams County, and the Hastings Economic Development Corporation was created in 2006, before the area was designated as a County Industrial Area that stated the Hastings Fire Department would directly serve this area.

The 2006 agreement created the same standard for the Hastings Police Department. However, the City's Police Department does not have legal jurisdiction over properties not within the City limits, regardless of what the agreement states. The Police Department does patrol this area, but any law enforcement response to the portion of the property is limited

Access

All properties within Area #2 gain access from E. 33rd Street, Yost Avenue, or E. 39th Street. All of the roads are paved and owned and maintained by the City of Hastings.

Findings of the Extension of City Services

As stated, all properties in Area #2 have access to and are connected to all public utilities. No new mains are required to be extended to serve the area. Likewise, the utilities should not need to be upsized for the current uses. Because of this, there is no need to schedule the extension of new services.

No new police or fire personnel, equipment, or facilities are warranted by annexing these properties into the City. These Departments will maintain their level of service by annexing these areas.

No new roads are required to serve the existing uses in Area #2.

Maintaining these services will be funded through the City's Capital Improvement Fund, the Utility Enterprise Funds, and/or the City's General Fund. It is not anticipated that adding these properties to the City limits will substantially impact these maintenance funding sources.

Area #3 – Industrial Park West

This area consists of four properties, that are all industrial uses. Three of the properties are within the Industrial Park West subdivision, which was designated as a County Industrial Park in 1987. The fourth property is a storage yard associated with a business located at 1615 W. J Street, within the City limits. The storage yard area has been left out of the City for an unknown reason.

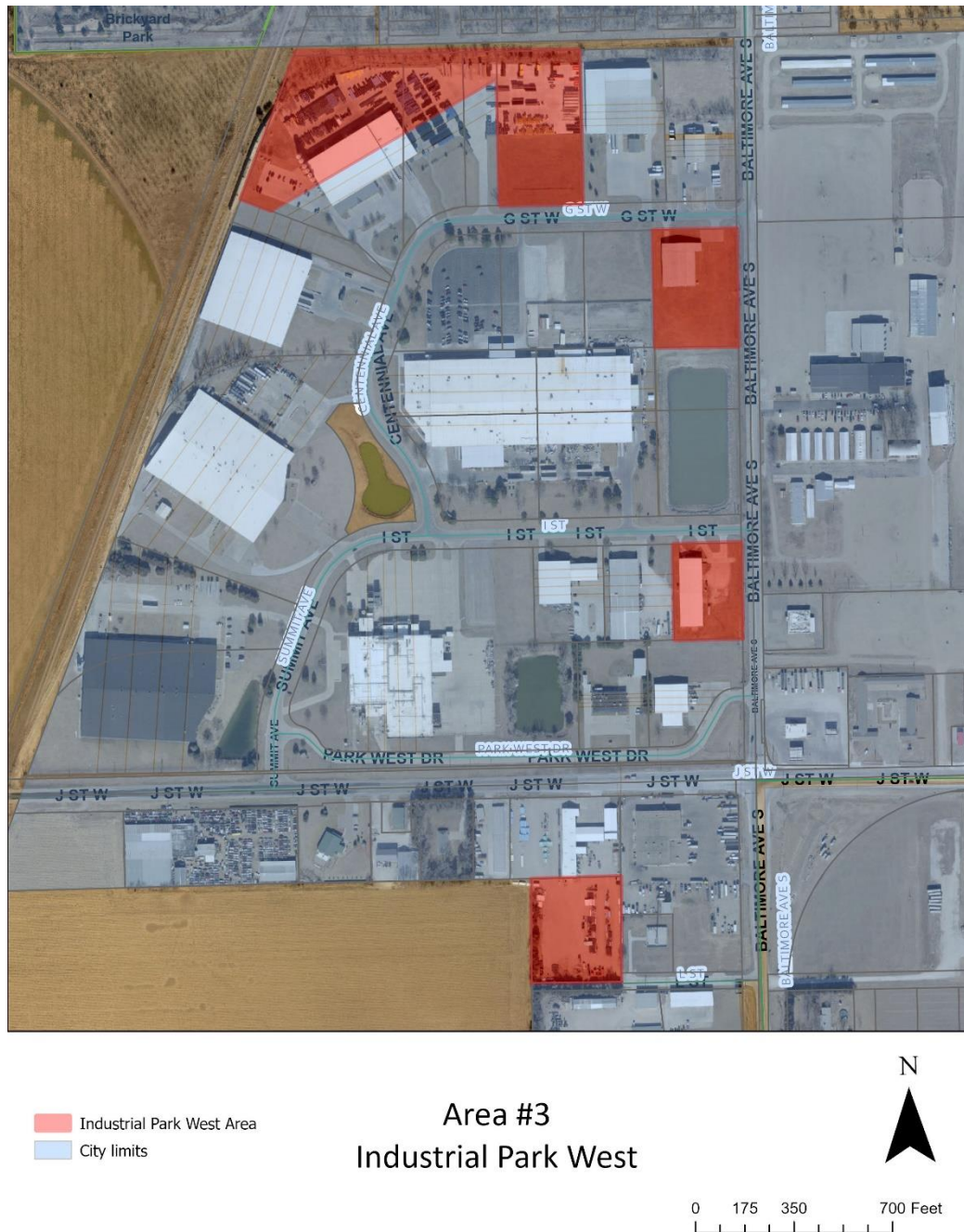


Figure 7: Area #3 Industrial Park West Area

Future Land Use

The 2015 Comprehensive Plan Future Land Use Map designates this area as Employment/Industrial. Quoting the Comprehensive Plan:

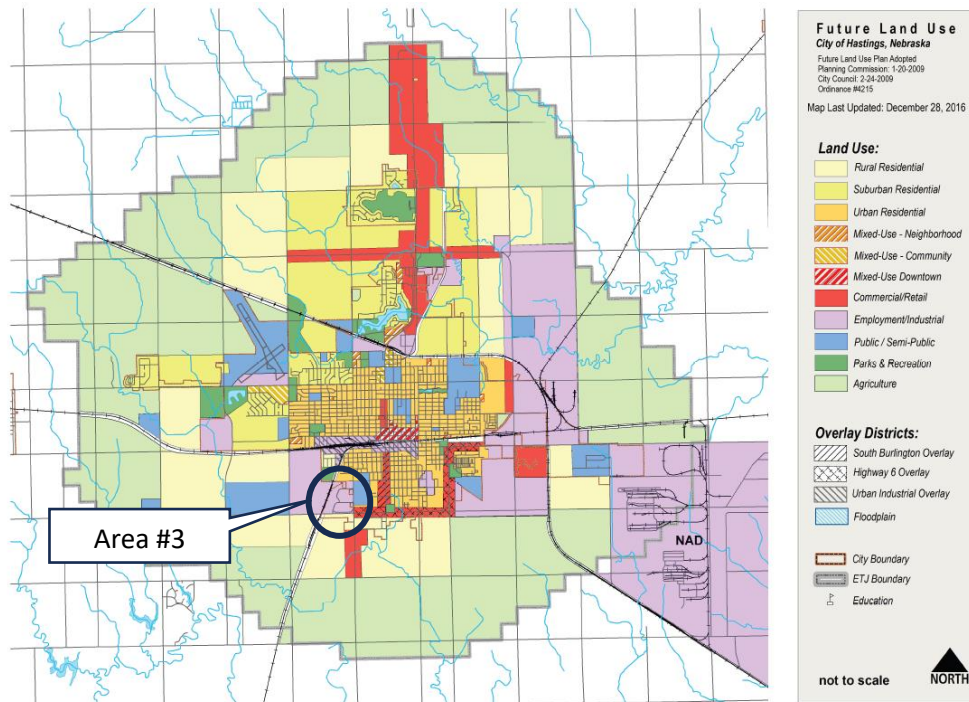
“Industrial, warehousing and consolidated office parks provide employment opportunities and are generally considered the most intensive use of land because of operational impacts or functions. Each type of use is allowed in the employment land use category. Light industrial uses include those uses that are typically related to warehousing, distribution, fabrication and parts assembly and rely on large land areas and large single story buildings. Heavy industrial uses are typically those uses that are production or manufacturing related, such as assembly plants and more intense manufacturing uses, including animal slaughtering, grain processing, ethanol production and bio-diesel plants.

Generally, these uses rely on large amounts of land and large single story buildings, and rely heavily upon convenient transportation connections (road, rail and air) and access to high capacity infrastructure. Hastings currently has four areas that are primarily developed for industrial uses

- Industrial area parallel to the BNSF railroad line and 2nd Street,
- Hastings Industrial Park - West,
- Hastings Industrial Park - North, and
- Industrial area adjacent to the Union Pacific railroad line and the high school.

It is intended that these uses should continue to be located in such established viable locations. Employment uses are proposed to be congregated into Hubs that create an accumulation of users that are large employers. The Future Land Use map identifies future locations for Employment Hubs at areas along railroad routes, near Hastings Municipal Airport, Hastings Regional Center and the old Naval Ammunitions Depot (NAD). Employment development Location Guidelines can be found in the Development Section of this chapter.

The area was established as an industrial park in the late 1980s. The existing uses conform with the Comprehensive Plan’s land use characteristics.



Zoning

The properties considered for annexation in Area #3 are all industrial uses. The three properties in the Industrial Park West subdivision are zoned I-2, Heavy Industrial District. The storage yard off of L Street is a combination of A, Agriculture District, and I-1, Light Industrial District. The “parent tract” that is within the City limits is zoned I-1 District. This property does not fully comply with the current zoning district, as the industrial use as a storage yard does not conform to the agricultural zoning district. However, if annexed, one could consider the majority of the site (parent and child tracts) as being a zoned a majority I-1 District. Ideally, this parcel should be rezoned to match the surrounding area and use. This can occur at a later time. The other properties in Area #3 all conform to that zoning district. If annexed, these properties would remain in an I-2 District (See Figure 3, Area #1 Zoning Map).

The surrounding properties in the Industrial Park West subdivision are zoned I-2 District. Properties to the north of the subdivision are a mix of industrial and residential zoning districts. The area to the west of the subdivision is zoned C-3, Commercial Business District.

For the property off of L Street, the surrounding properties to the north, east, and south are zoned either I-1 District, I-2 District, or C-3 District. The farmland to the west is zoned A, Agricultural District.

City of Hastings Zoning Map



City Zoning

-  A: Agricultural district
-  R-1: Urban single family
-  R-2: Two-family
-  R-3G: Garden apartment
-  R-3: Multiple-family
-  R-1A: Single family large lot

-  R-1S: Single family suburban
-  R-5: Urban single family undersized lot
-  CMP: Campus institutional
-  CZ: Clear zone
-  C-1: Local business
-  C-2: Central business
-  C-3: Commercial business

-  C-0: Commercial office
-  I-1: Light industrial
-  I-2: Heavy industrial
-  AG :Agriculture-County
-  FS: Flex Space District
-  MU: Mixed Use District
-  TA: Transitional Agriculture



0 370 740 1,480 Feet

Public Utilities

Water - Water mains of appropriate size are located in the adjacent street right-of-way. All of the properties within Area #3 are customers of Hastings Utilities and receive water at the standard commercial rate inside the city. Because the property off of L Street is a storage yard, it does not have water service. However, its parent tract is connected to the utility.

Sanitary Sewer – Appropriately sized sanitary sewer mains are located in the adjacent rights-of-way that provide service to Area #3. All of the businesses are connected to the City's sanitary sewer infrastructure and is currently a customer of the City's utility at a standard commercial rate. Because the property off of L Street is a storage yard, it does not have sanitary sewer service. However, its parent tract is connected to the utility.

Gas – Hastings Utilities' gas lines are throughout the area. The properties in Area #3 are customers of that utility enterprise and pay the standard rate for commercial property within the City limits.

Electricity - Hastings Utilities' has electrical service in the immediate area to provide electricity to the site. All of the property owners are customers of the utility enterprise and pay the standard rate for commercial property within the City limits.

Public Safety

Being outside of the City limits, the properties in Area #3 are not within the technical jurisdiction of the Hastings Fire Department or the Hastings Police Department. However, for the properties within the Industrial Park West subdivision, an agreement between the City, Adams County, and the Hastings Economic Development Corporation was created in 1987, before the area was designated as a County Industrial Area that stated the Hastings Fire Department would directly serve this area.

The 1987 agreement created the same standard for the Hastings Police Department. However, the City's Police Department does not have legal jurisdiction over properties not within the City limits, regardless of what the agreement states. The Police Department does patrol this area, but any law enforcement response to the portion of the property is limited.

This agreement does not cover the property on L Street. This area is not served directly by Hastings Fire or Hastings Police. Both of these services will respond to an emergency if Adams County Sheriffs or Rural Fire asks for assistance. The Hastings Fire Department does provide ambulance services through a contract with Adams County.

Access

All properties within Area #3 gain access from local streets that are paved and owned and maintained by the City of Hastings.

Findings of the Extension of City Services

As stated, all properties in Area #3 have access to and are connected to all public utilities. No new mains are required to be extended to serve the area. Likewise, the utilities should not need to be upsized for the current uses. Because of this, there is no need to schedule the extension of new services.

No new police or fire personnel, equipment, or facilities are warranted by annexing these properties into the City. These Departments will maintain their level of service by annexing these areas.

No new roads are required to serve the existing uses in Area #3.

Maintaining these services will be funded through the City's Capital Improvement Fund, the Utility Enterprise Funds, and/or the City's General Fund. It is not anticipated that adding these properties to the City limits will substantially impact these maintenance funding sources.

Appendix

Area #1 – East 26th Street and North 2nd Avenue Area Legal Description

- 655 EAST 26TH STREET: PART OF THE SOUTH FRACTIONAL HALF OF SECTION 21, TOWNSHIP 8 NORTH RANGE 9 WEST OF THE 6TH P.M., ADAMS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 31, RUNNING THENCE NORTH 54 RODS ON THE EAST LINE OF SAID SECTION, THENCE WEST 44 ½ RODS, THENCE SOUTH 54 RODS, THENCE EAST ON THE SOUTH LINE OF SAID SECTION, 44 ½ RODS TO THE POINT OF BEGINNING, EXCEPT THE SOUTH 41.25 FEET OF SAID TRACT CONVEYED TO ADAMS COUNTY FOR ROAD AND SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD; AND, LOT THREE (3), VALENTINE SUBDIVISION TO THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA.
- 705 EAST 26TH STREET: LOT TWO (2), VALENTINE SUBDIVISION TO THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA.
- 765 EAST 26TH STREET: LOT ONE (1), VALENTINE SUBDIVISION TO THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA.
- 2420 NORTH 2ND AVENUE: THE NORTH NINE HUNDRED NINETY (N 990) FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE ¼ NW ¼) OF SECTION FIVE (5), TOWNSHIP SEVEN (7) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M., ADAMS COUNTY, NEBRASKA, EXCEPT THE NORTH 41.25 FEET THEREOF AND EXCEPT THE WEST 33 FEET THEREOF.
- 2150 NORTH 2ND AVENUE: THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, EXCEPTING 33 FEET RESERVED FOR HIGHWAY PURPOSES ON THE WEST SIDE THEREOF; AND THE EAST 132 FEET MORE OR LESS OF THE SOUTH 330 FEET OF THE NORTHEAST QUARTER OF SAID NORTHWEST QUARTER, ALL IN SECTION 5, TOWNSHIP 7 NORTH, RANGE 9 WEST ON THE 6TH P.M., ALL IN THE CITY OF HASTINGS, ADAMS COUNTY NEBRASKA.

- 2020 NORTH 2ND AVENUE: THE SOUTH $\frac{1}{2}$ OF THE NORTH $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 5, IN TOWNSHIP 7 NORTH, RANGE 9, WEST OF THE 6TH P.M., ADAMS COUNTY, NEBRASKA; EXCEPT THE WEST 33 FEET THEREOF, SUBJECT TO AN EASEMENT CREATED BY A DEED RECORDED IN BOOK 155 PAGE 445 OF THE DEED RECORDS OF ADAM COUNTY, NEBRASKA GRANTING AN EASEMENT FOR ROADWAY OVER THE NORTH 15 FEET OF SAID PROPERTY.
- TRACT OF LAND APPROXIMATELY 2,400 FEET SOUTH OF THE INTERSECTION OF EAST 26TH STREET AND NORTH 2ND AVENUE ON THE EAST SIDE OF NORTH 2ND AVENUE: THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (S $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$) OF SECTION FIVE (5), TOWNSHIP SEVEN (7) NORTH, RANGE NINE (9), WEST OF THE 6TH P.M., ADAMS COUNTY, NEBRASKA, EXCEPT STUTHEIT SUBDIVISION AND HOHLEN'S ADDITION TO THE CITY OF HASTINGS; AND NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (N $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$) OF SECTION FIVE, TOWNSHIP SEVEN (7) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M., ADAMS COUNTY, NEBRASKA, EXCEPT THAT PORTION DEEDED TO UNION PACIFIC RAILROAD COMPANY BY THE INSTRUMENT FILED MARCH 14, 1991, AS INSTRUMENT NO. 910761.
- TRACT OF LAND APPROXIMATELY 1,400 FEET EAST OF THE INTERSECTION OF NORTH ELM AVENUE AND EAST 14TH STREET, TO BE PART OF THE PARKVIEW CEMETERY: THE SOUTH $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 5, TOWNSHIP 7 NORTH, RANGE 9 WEST OF THE 6TH P.M. IN ADAMS COUNTY, NEBRASKA, ACCORDING TO THE GOVERNMENT SURVEY THEREOF; EXCEPT THAT PORTION CONVEYED BY DEED AT BOOK 181 AT PAGE 163, DESCRIBED AS FOLLOWS: WEST 935 FEET OF THE SOUTH 14 FEET OF THE SOUTH $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 6, TOWNSHIP 7 NORTH, RANGE 9 WEST OF THE 6TH P.M. IN ADAMS COUNTY, NEBRASKA.
- THIS AREA WILL ALSO INCLUDE THE APPROPRIATE PORTION OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY.

Area #2 – Industrial Park North Area Legal Description

A TRACT OF LAND LOCATED IN NORTH HALF OF FRACTIONAL SECTION 31, TOWNSHIP 8 NORTH, RANGE 9 WEST OF THE 6TH P.M., ADAMS COUNTY, NEBRASKA AND INDUSTRIAL PARK NORTH SUBDIVISION, INDUSTRIAL PARK NORTH SUBDIVISION NUMBER THREE, INDUSTRIAL PARK NORTH SUBDIVISION NUMBER SIX, INDUSTRIAL PARK NORTH SUBDIVISION NUMBER NINE, INDUSTRIAL PARK NORTH SUBDIVISION NUMBER TEN, HEDC INDUSTRIAL PARK SECOND SUBDIVISION, HEDC INDUSTRIAL PARK THIRD SUBDIVISION, AND KORB SUBDIVISION, ADAMS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTH HALF OF FRACTIONAL SECTION 31, TOWNSHIP 8 NORTH, RANGE 9 WEST OF THE 6TH P.M., IN THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA: THIS BEING THE POINT OF BEGINNING; THENCE N89°59'29"W, ON THE SOUTH LINE OF SAID NORTH HALF OF FRACTIONAL SECTION 31, A DISTANCE OF 1371.67 FEET TO THE SOUTHWEST CORNER OF KORB SUBDIVISION; THENCE N00°05'48"W, ON THE WEST LINE OF SAID KORB SUBDIVISION, ALSO BEING THE WEST LINE OF INDUSTRIAL PARK NORTH SUBDIVISION NUMBER TEN AND THE WEST LINE OF INDUSTRIAL PARK NORTH SUBDIVISION NUMBER SIX, A DISTANCE OF 802.25 FEET TO THE NORTHWEST CORNER OF LOT 2, BLOCK 1 OF SAID INDUSTRIAL PARK NORTH SUBDIVISION NUMBER SIX; THENCE N89°32'24"W, ON THE NORTH LINE OF MENARD-BOYD ADDITION, A DISTANCE OF 229.97 FEET; THENCE N00°08'36"W, ON THE EAST LINE OF SAID MENARD-BOYD ADDITION, A DISTANCE OF 79.95 FEET TO THE SOUTH LINE OF BLOCK 1 INDUSTRIAL PARK NORTH SUBDIVISION; THENCE S89°32'24"E, ON THE SOUTH LINE OF SAID BLOC 1 OF INDUSTRIAL PARK NORTH SUBDIVISION , A DISTANCE OF 504.78 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF HEDC INDUSTRIAL PARK THIRD SUBDIVISION; THENCE N00°11'29"E, ON THE WEST LINE OF SAID HEDC INDUSTRIAL PARK THIRD SUBDIVISION AND HEDC INDUSTRIAL PARK SECOND SUBDIVISION, A DISTANCE OF 577.94 FEET TO THE SOUTH LINE OF 39TH STREET; THENCE N90°00'00"E, ON THE SOUTH LINE OF SAID 39TH STREET, A DISTANCE OF 378.94 FEET TO THE EAST LINE OF YOST AVENUE AND THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1331.20 FEET; THENCE SOUTHWESTERLY ON THE EAST LINE OF SAID YOST AVENUE AND SAID CURVE, A DISTANCE OF 651.49 FEET; THENCE S28°00'00"W, ON THE EAST LINE OF SAID YOST AVENUE, A DISTANCE 287.17 FEET; THENCE S00°05'48"W, ON THE EAST LINE OF SAID YOST AVENUE, A DISTANCE OF 119.00 FEET; THENCE S89°44'55"E, A DISTANCE OF 355.12 FEET; THENCE N00°15'10E, A DISTANCE OF 420.02 FEET ; THENCE S89°44'55"E, ON THE NORTH LINE OF LOT 1, BLOCK 1, INDUSTRIAL PARK NORTH SUBDIVISION NUMBER THREE, A DISTANCE OF 444.87 FEET TO THE WEST LINE OF THE FORMER UNION PACIFIC RAILROAD AND BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 2814.79 FEET.; THENCE NORTHERLY ON SAID CURVE, THE CHORD OF WHICH BEARS N11°21'39"E, AN ARC DISTANCE OF 594.78 FEET TO THE SOUTH LINE OF 39TH STREET; THENCE CONTINUING ON THE WEST LINE OF THE FORMER UNION PACIFIC RAILROAD AND SAID CURVE, THE CHORD OF WHICH BEARS N02°24'52"E, AN ARCH DISTANCE OF 284.21 FEET; THENCE N00°28'41"W ON THE WEST LINE OF SAID RAILROAD, A DISTANCE OF 903.36 FEET TO THE CENTERLINE OF 42ND STREET; THENCE N89°57'39"E, ON SAID CENTERLINE OF 42ND STREET, A DISTANCE OF 86.71 FEET TO THE EAST LINE OF SAID SECTION 31; THENCE S00°35'37"E, ON SAID EAST LINE, A DISTANCE OF 2646.66 FEET TO THE POINT OF BEGINNING.

Area #3 – Industrial Park West Area Legal Description

A TRACT OF LAND LOCATED IN CENTENNIAL SUBDIVISION, ADAMS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 2, CENTENNIAL SUBDIVISION, SAID CORNER ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF CENTENNIAL AVENUE; THENCE N45°34'16"W (ASSUMED BEARING) ON THE SOUTHERLY LINE OF SAID LOT 2, A DISTANCE OF 163.48 FEET; THENCE N69°00'00"W, ON SAID SOUTHERLY LINE, A DISTANCE OF 330.19 FEET TO A POINT BEING THE EXISTING CORPORATION CORNER AND THE POINT OF BEGINNING; THENCE CONTINUING N69°00'00"W ON SAID SOUTHERLY LINE, A DISTANCE OF 119.81 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE N21°00'00"E, ON THE WESTERLY LINE OF SAID LOT 2, A DISTANCE OF 552.96 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE N89°38'50"E, ON THE NORTH LINE OF SAID LOT 2 AND THE NORTH LINE OF LOT 1, CENTENNIAL SUBDIVISION, A DISTANCE OF 734.42 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE S00°21'00"E, ON THE EAST LINE OF SAID LOT 1, A DISTANCE OF 95.01 FEET TO A POINT BEING THE EXISTING CORPORATION LINE; THENCE S60°17'18"W, ON SAID CORPORATION LINE, A DISTANCE OF 945.62 FET TO THE POINT OF BEGINNING.

AND

LOT FOUR (4) AND EAST FIFTY FEET (50') OF LOT FIVE (5), BLOCK TWO (2), HASTINGS INDUSTRIAL PARK WEST SUBDIVISION, SECTION FOURTEEN (14), TOWNSHIP SEVEN (7) NORTH, RANGE TEN (10) WEST, ADAMS COUNTY, NEBRASKA.

AND

LOT SEVEN (7), BLOCK ONE (1), HASTINGS INDUSTRIAL PARK WEST, ADAMS COUNTY, NEBRASKA.

AND

A TRACT OF LAND LOCATED IN NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 10 WEST OF THE 6TH P.M., ADAMS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING 493.00 FEET WEST OF THE NORTHEAST CORNER OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 10 WEST OF THE 6TH P.M. IN THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA AND 333.0 FEET SOUTH PARALLEL WITH THE EAST LINE OF SAID SECTION, BEING ON THE WEST LINE OF BECKER 2ND SUBDIVISION TO A POINT BEING THE NORTHWEST CORNER OF THE CORPORATION LINE; THENCE SOUTH ON SAID CORPORATION LINE BEING THE WEST LINE OF BECKER 2ND SUBDIVISION AND BECKER SUBDIVISION A DISTANCE OF 379.50 FEET TO THE SOUTHWEST CORNER OF BECKER SUBDIVISION AND THE POINT OF THE CORPORATION LINE; THEN WEST ON THE CORPORATION LINE A DISTANCE OF 305.00 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID BECKER 2ND SUB AND BECKER SUB, A DISTANCE OF 379.50 TO A POINT ON THE CORPORATION LINE; THENCE EAST ON SAID CORPORATION LINE A DISTANCE OF 305.00 FEET TO THE POINT OF BEGINNING.

Area #1 – East 26th Street and North 2nd Avenue Area Individual Property Research Sheets

655 E. 26th Street
Approximately 300 feet east of the
intersection of E. 26th Street and Market Lane

Owner: Paul and Patricia Dietz

Subject Site:

The subject site is approximately 22.70 acres in area and consists of two separate tracts of land owned by the same individuals. Tract 1 (west tract) is approximately 14.25 acres. Tract 2 (northeast tract) is roughly 8.45 acres. The property appears to be used as a single-family home, farm production and storage, and pasture ground. The land slopes to the northwest toward the West Fork of the Big Blue River, which is located to the north of the site. To the west side of the site is a large ravine that runs towards the river.

There are a total of 15 buildings on the site, including a home, silos and outbuildings, and barns related to the agricultural use. The house has a footprint of approximately 2,600 square feet. The detached buildings have footprints that total to be roughly 9,000 square feet.

Properties to the immediate north, south, east, and west are located within the City limits. The Osborne View Estatic single-family development is located immediately to the west of the site.

The site is within the Adams Central Public Schools District.

Floodplain Information:

The majority of the site is in FEMA Zone X, 0.2% Annual Chance Floodplain (500-year floodplain). The western portion of the west tract and the extreme northern portion of the east tract are in FEMA Zone AE, 1% Annual Chance Floodplain (100-year floodplain) (Map Panel #31001C0157C and 31001C0176C).

The mapped special flood hazard area makes up approximately 20% of the land.



Zoning:

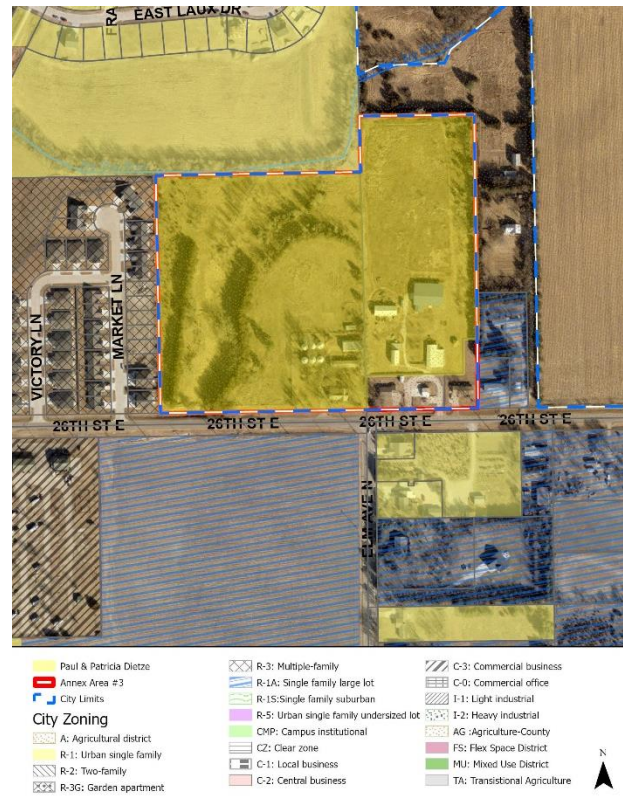
The site is currently zoned County A, Agricultural District. All buildings on the property (15 in total) appear to meet minimum setback and maximum height requirements for the District.

The properties to the north are zoned City R-1, Urban Single-Family Residential, and County A District.

The adjacent properties to the east are zoned County A District, City A District, and City R-1A District. Further to the east of these properties is land zoned County A District.

The properties to the south are zoned County, A District, City R-1A Large Lot Single-Family Residential District, and City R-1 District.

To the west is a newer subdivision zoned City R-3, Multiple-Family Residential District.



The potential zoning classification, based on the surrounding area and the current use if the land was annexed into the City would be A, Agricultural District.

Public Utilities:

Water – There is a 10-inch water main adjacent to the site on the south side of the E. 26th Street right-of-way that could serve the site. The use is currently not connected to the City’s water infrastructure and is using a private well providing potable water to the buildings.

Properties with a private system can maintain that system until such time that it would fail. When the system fails, the property owner will be required to connect to the City’s infrastructure (City Code of Ordinance [Sec. 32-605](#) and [Sec. 32-606](#)).

If the property owners were to connect to the adjacent City water main after being annexed, the Outside of District connection rate would apply. This rate would be applied at \$38.50 per linear foot of property frontage. In speaking to Hastings Utility, factors, such as the developable area of the site, home location, and overall lot width, are considered that could reduce the property frontage width. The Outside of District connect fee for water service could be upwards of \$10,250.

If the property remains outside of the City limits, the fee to connect to the City service is \$57.75 per linear foot of property frontage. This rate may rate change in the future, based on City policy updates.

Sanitary Sewer – A 10-inch gravity flow sanitary sewer main is located on the south side of E. 26th Street that could provide service to the site. Because of the ridgeline generally at N. Elm Avenue, and the change of grade along the property, the connection to the sewer line would need to be appropriately engineered. The buildings are not connected to the City's sanitary sewer service and are currently served by a private septic system.

Properties with a private system can maintain that system until such time that it would fail. When the system fails, the property owner will be required to connect to the City's infrastructure (City Code of Ordinance [Sec. 32-509](#)).

The Outside of District connection rate would apply if the property owners were to connect to the adjacent City sanitary sewer main, regardless of being annexed. This rate would be applied at \$34.00 per linear foot of property frontage. In speaking to Hastings Utility, factors, such as the developable area of the site, home location, and overall lot width, are considered that could reduce the property frontage width. The Outside of District connect fee for water service could be upwards of \$9,050.

If the property remains outside of the City limits, the fee to connect to the City service is \$51.00 per linear foot of property frontage. This rate may rate change in the future, based on City policy updates.

Gas – Hastings Utilities' gas line is located to the south of the property on E. 26th Street. The user on the property is currently not a customer of that utility enterprise.

Electricity - Hastings Utilities' has electrical service in the immediate area to provide electricity to the site. The property owner is a customer of the utility enterprise and pays the standard rate for property within the City limits.

Access to Public Roads – Based on aerial photos, the site gains access to E. 26th Street via a driveway to the western tract, and the eastern tract gains access to the City road by a circular driveway on an adjacent property. It is assumed that an agreement is in place between these two property owners. East 26th Street is maintained by the City of Hastings.

Public Safety – Being that the land is outside of the City limits, the technical jurisdiction for fire, EMS, and law enforcement services are from Hastings Rural Volunteer Fire Department and Adams County Sheriff's Office. However, the Hastings Fire Department responds at the request of Hastings Rural for any fire incidents, and provides ambulance transport by contract, in the event of an emergency call to the property. Generally, the Hastings Police Department would only respond to the site for a crime or an emergency at the request of the Adams County Sheriff's Office.

If this property was annexed into the Corporate limits, both Hastings Fire Department and Hastings Police Department would serve the property without requiring additional personnel, equipment, or new stations.

Summary of Cost To Extend Services:

[Nebraska Revised Statute 16-117](#) requires that the City Council wishing to annex land into the corporate limits must adopt a plan that:

“...contains sufficient detail to provide a reasonable person with a full and complete understanding of the proposal for extending city services to the land proposed for annexation. The plan shall (a) state the estimated cost impact of providing the services to such land, (b) state the method by which the city plans to finance the extension of services to the land and how any services already provided to the land will be maintained, (c) include a timetable for extending services to the land proposed for annexation, and (d) include a map drawn to scale clearly delineating the land proposed for annexation, the current boundaries of the city, the proposed boundaries of the city after the annexation, and the general land-use pattern in the land proposed for annexation.

As previously described, access to utilities, public roadways, and emergency and protective services are readily available. All utilities are in the immediate area and no extension of services is required. Additionally, the site is located within the Fire and Police Department’s service area and response times to the site would be within the acceptable times established by the departments. The City of Hastings would maintain these existing assets through normal budgetary processes, including capital improvement planning.

Potential Tax Implications:

By being annexed into the City of Hastings, an additional mill levy would be added to the tax statement. The following table is an estimation of the potential changes in taxes the property owner may experience by being in the Hastings corporate limits. This information was collected using the current Adams County Assessors public website and estimations by the City’s Finance Department for this year’s tax assessment and mill rate. This amount may change as a result of the normal budget cycle.

Summary:

The use of the property appears to be agricultural and generally conforms to the existing zoning district classification. No known nonconformities of the zoning regulations are witnessed. If annexed, it would be recommended to remain as A, Agricultural District, until such time that it would be redeveloped.

The property is surrounded on four sides by properties or public right-of-way within the City of Hastings. The property gains access to the public right-of-way maintained by the City of Hastings and receives utility services for electricity from Hastings Utilities. Sanitary sewer, water, and gas are in the immediate area and can serve the site and existing use with no need to extend or upsize public mains. The site is within both Hastings Fire Department and Hastings Police Department response areas and can be served without requiring additional personnel, equipment, or stations.

The property owner’s tax assessment for the two properties is anticipated to increase by approximately \$2,163 or 28.57%, based on the 2023-2023 valuation.

Staff Recommendation

As discussed, the site is considered an agricultural use, which includes a single-family home. The residents of the home and the agricultural buildings are served by private sanitary sewer and water and do not have gas service. The only Hastings Utility service that the property is connected to is electricity.

The area can be considered a donut hole within the corporate limits, although less than 200 feet from the northern property boundary and less than 650 feet from the east property line are properties outside of the City limits.

There are development pressures in the area, as evidenced by the new single-family subdivision immediately to the west of the site and also to the north of the site, along W 33rd Street. Although there is pressure to develop in the surrounding area, there appears to be land better suited to develop new subdivisions (e.g. open agricultural land), rather than the need to demolish existing buildings. Also, nearly 20% of the site is in a special hazard flood area, which limits the ability to develop.

If this land were to ever develop into suburban residential subdivisions or nonresidential uses, the City would most likely require the new development to be annexed. Similarly, if existing private water wells and septic systems were to fail, requiring a new service, the City would require the property to connect to the public infrastructure, which could be an opportune time to be included in the City limits.

Conversely, not annexing the property into the City limits would maintain a donut hole, which could impact consistent emergency services and law enforcement.

Considering all of these factors, City staff is recommending that these properties not be annexed into the City.

If the Planning Commission would like to recommend to the Mayor and City Council that the properties should be annexed into the City limits, they should clearly articulate the findings of their decision.

Property Address			PID			
DIETZE PAUL J & PATRICIA J			#010000154			
Current Value Information						
Land Value	Dwelling Value	Improvement	Total Value	Net Taxable		
\$15,749	\$ -	\$ 223,664.00	\$239,413	\$ 239,413.00		
Tax Information		Current Levy	Current Tax	Annexed	Annexed Tax	% Change?
Ag Society		0.017446	\$ 41.77	0.017446	\$ 41.77	0%
CRA		0.000000	\$ -	0.026000	\$ 62.25	100%
City		0.000000	\$ -	0.424342	\$ 1,015.93	100%
Community College		0.090272	\$ 216.12	0.090272	\$ 216.12	0%
County		0.423456	\$ 1,013.81	0.423456	\$ 1,013.81	0%
ESU 9		0.015000	\$ 35.91	0.000000	\$ -	0%
Fire		0.038805	\$ 92.90	0.000000	\$ -	0%
Library		0.008717	\$ 20.87	0.008717	\$ 20.87	0%
NRD 1 Upper Big Blue		0.022015	\$ 52.71	0.022015	\$ 52.71	0%
SID		0.000000	\$ -	0.000000	\$ -	0%
School Bonds		0.075686	\$ 181.20	0.075686	\$ 181.20	0%
School Districts		0.708894	\$ 1,697.18	0.708894	\$ 1,697.18	0%
TIF		0.000000	\$ -	0.000000	\$ -	0%
Townships		0.000000	\$ -	0.000000	\$ -	0%
Totals		1.400291	\$ 3,352.48	1.796828	\$ 4,301.84	28.32%

750 E. 26th Street
Northeast of the Intersection of
E. 26th Street and N. Elm Lane

Owner: Jon and Pamela Petersen

Subject Site:

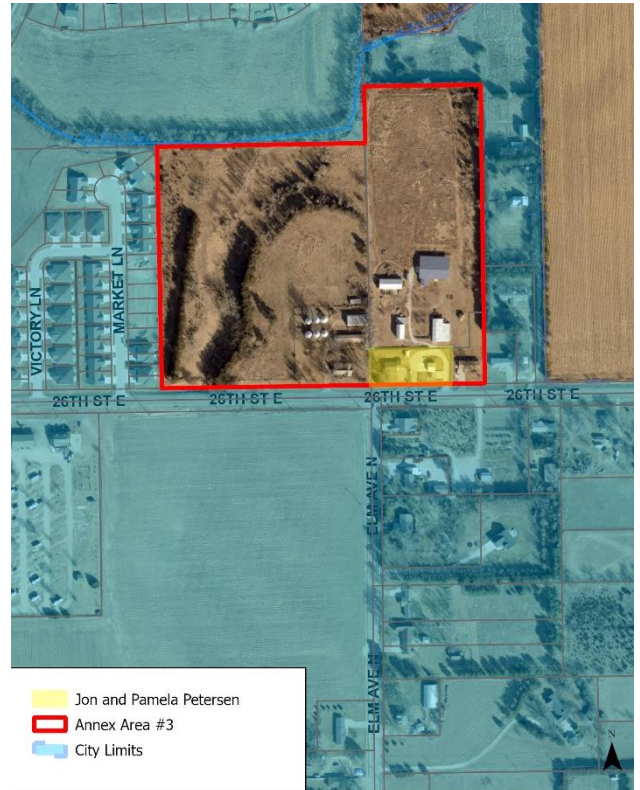
The subject site is a generally flat piece of land that is approximately 0.81 acres in area. The property has a single-family home on it with a footprint of approximately 1,700 square feet and a couple of accessory buildings. The accessory buildings are a total of roughly 1,000 square feet in area.

Properties to the immediate south are located within the City limits. Properties in the general area to the east, north, and west are within the City limits.

Floodplain Information:

The site is in FEMA Zone X, 0.2% Annual Chance Floodplain (500-year floodplain)(Map Panel # 31001C0176C).

The site is within the Adams Central Public Schools District.



Zoning: The site is currently zoned County A, Agricultural District.

The properties to the north are zoned County A district, and City R-1, Urban Single-Family Residential District.

The adjacent properties to the east are zoned County A District, City A, Agricultural District, and R-1A, Large Lot Single-Family Residential District. Further to the east of these properties is land zoned County A District.

To the south, across E 26th Street are properties zoned City R-1 District and City R-1A District.

To the west is land zoned County A District, and a newer subdivision zoned City R-3, Multiple-Family Residential District.

The potential zoning classification, based on the surrounding area and the current use if the land was annexed into the City would be A, Agricultural District.



Public Utilities:

Water – There is a 10-inch water main adjacent to the site on the south side of the E. 26th Street right-of-way that could serve the site. The use is currently not connected to the City’s water infrastructure and is using a private well providing potable water to the buildings.

Properties with a private system can maintain that system until such time that it would fail. When the system fails, the property owner will be required to connect to the City’s infrastructure (City Code of Ordinance [Sec. 32-605](#) and [Sec. 32-606](#)).

If the property owners were to connect to the adjacent City water main after being annexed, the Outside of District connection rate would apply. This rate would be applied at \$38.50 per linear foot of property frontage. In speaking to Hastings Utility, factors, such as the developable area of the site, home location, and overall lot width, are considered that could reduce the property frontage width. The Outside of District connect fee for water service could be upwards of \$5,400.

If the property remains outside of the City limits, the fee to connect to the City service is \$57.75 per linear foot of property frontage. This rate may rate change in the future, based on City policy updates.

Sanitary Sewer – A 10-inch gravity flow sanitary sewer main is located on the south side of E. 26th Street and could provide service to the site. Because of the ridgeline generally at N. Elm Avenue, the connection to the sewer line would need to be appropriately engineered. The buildings are currently served by a private septic system.

Properties with a private system can maintain that system until such time that it would fail. When the system fails, the property owner will be required to connect to the City's infrastructure (City Code of Ordinance [Sec. 32-509](#)).

The Outside of District connection rate would apply if the property owners were to connect to the adjacent City sanitary sewer main, regardless of being annexed. This rate would be applied at \$34.00 per linear foot of property frontage. In speaking to Hastings Utility, factors, such as the developable area of the site, home location, and overall lot width, are considered that could reduce the property frontage width. The Outside of District connect fee for water service could be upwards of \$4,800.

If the property remains outside of the City limits, the fee to connect to the City service is \$51.00 per linear foot of property frontage. This rate may rate change in the future, based on City policy updates.

Gas – A Hastings Utilities' gas line is located to the south of the property on E. 26th Street. The property is a customer of that utility enterprise and pays the standard rate for a property within the City limits.

Electricity - Hastings Utilities' has electrical service in the immediate area to provide electricity to the site. The property owner is a customer of the utility enterprise and pays the standard rate for property within the City limits.

Access to Public Roads – The site has three driveways onto E. 26th Street. The west driveway leads to an attached garage associated with the house. The other two driveways create a circle driveway to the accessory structures. The property to the north utilizes this circle driveway for access to the property. East 26th Street is maintained by the City of Hastings.

Public Safety – Being that the land is outside of the City limits, the technical jurisdiction for fire, EMS, and law enforcement services are from Hastings Rural Volunteer Fire Department and Adams County Sheriff's Office. However, the Hastings Fire Department responds at the request of Hastings Rural for any fire incidents, and provides ambulance transport by contract, in the event of an emergency call to the property. Similarly, if a violent incident occurs on the property, the Hastings Police Department would respond at the request of the Adams County Sheriff's Office. If this property was annexed into the Corporate limits, both Hastings Fire and Hastings Police Department would serve the property without requiring additional personnel, equipment, or new stations.

Summary of Cost To Extend Services:

[Nebraska Revised Statute 16-117](#) requires that the City Council wishing to annex land into the corporate limits must adopt a plan that:

“...contains sufficient detail to provide a reasonable person with a full and complete understanding of the proposal for extending city services to the land proposed for annexation. The plan shall (a) state the estimated cost impact of providing the services to such land, (b) state the method by which the city plans to finance the extension of services to the land and how any services already provided to the land will be maintained, (c) include a timetable for extending services to the land proposed for annexation, and (d) include a map drawn to scale clearly delineating the land proposed for annexation, the current boundaries of the city, the proposed boundaries of the city after the annexation, and the general land-use pattern in the land proposed for annexation.

As previously described, access to utilities, public roadways, and emergency and protective services are readily available. All utilities are in the immediate area and no extension of services is required. Additionally, the site is located within the Fire and Police Department's service area and response times to the site would be within the acceptable times established by the departments. The City of Hastings would maintain these existing assets through normal budgetary processes, including capital improvement planning.

Potential Tax Implications:

By being annexed into the City of Hastings, an additional mill levy would be added to the tax statement. The following table is an estimation of the potential changes in taxes the property owner may experience by being in the Hastings corporate limits. This information was collected using the current Adams County Assessors public website and estimations by the City's Finance Department for this year's tax assessment and mill rate. This amount may change as a result of the normal budget cycle.

Summary:

The use of the property appears to be single-family and generally appears to conform to the existing zoning district classification. No known nonconformities of the zoning regulations are witnessed. If annexed, it would be recommended to remain as A, Agricultural District, until such time that it would be redeveloped. The property could also be rezoned to R-1, Single-Family Large Lot Residential District to better align with the single-family home.

The property is surrounded by properties or public right-of-way within the City of Hastings. The property gains access to the public right-of-way maintained by the City of Hastings and receives utility services for gas and electricity from Hastings Utilities. Sanitary sewer and water are in the immediate area and can serve the site and existing use with no need to extend or upsize public mains. The site is within both Hastings Fire Department and Hastings Police Department response areas and can be served without requiring additional personnel, equipment, or stations.

The property owner's tax assessment is anticipated to increase by approximately \$706 or 28.77%, based on the 2023-2023 valuation.

Staff Recommendation

As discussed, the site is considered a single-family home in the A District. The residents of the home and the agricultural buildings are served by private sanitary sewer and water. Hastings Utility provides gas and electrical services to the property.

The area can be considered a donut hole within the corporate limits, although less than 400 feet from the east property line is properties outside of the City limits.

There are development pressures in the area, as evidenced by the new single-family subdivision to the west of the site and also to the north of the site, along W 33rd Street. Although there is pressure to develop in the surrounding area, there appears to be land better suited to develop new subdivisions (e.g. open agricultural land), rather than the need to demolish existing buildings on a relatively small tract of land.

If this land were to develop into suburban residential subdivisions or nonresidential uses, the City would most likely require the new development to be annexed. Similarly, if existing private water wells and septic systems were

to fail, requiring a new service, the City would most likely require the property to connect to the public infrastructure, which could be an opportune time to be included in the City limits.

Conversely, not annexing the property into the City limits would maintain a donut hole, which could impact consistent emergency services and law enforcement.

Considering all of these factors, City staff is recommending that these properties not be annexed into the City.

If the Planning Commission would like to recommend to the Mayor and City Council that the properties should be annexed into the City limits, they should clearly articulate the findings of their decision.

Property Address			PID			
PETERSEN JON R & PAMELA S			#010000153			
Current Value Information						
		Improvement		Net Taxable		
Land Value	Dwelling Value	Value	Total Value	Value		
\$23,000	\$ 117,881.00	\$ 11,750.00	\$152,631	\$ 175,019.00		
Tax Information		Current Levy	Current Tax	Annexed Levy	Annexed Tax	% Change?
Ag Society		0.017446	\$ 30.53	0.017446	\$ 30.53	0%
CRA		0.000000	\$ -	0.026000	\$ 45.50	100%
City		0.000000	\$ -	0.424342	\$ 742.68	100%
Community College		0.090272	\$ 157.99	0.090272	\$ 157.99	0%
County		0.423456	\$ 741.13	0.423456	\$ 741.13	0%
ESU 9		0.015000	\$ 26.25	0.015000	\$ 26.25	0%
Fire		0.038805	\$ 67.92	0.000000	\$ -	0%
Library		0.008717	\$ 15.26	0.000000	\$ -	0%
NRD 1 Upper Big Blue		0.022015	\$ 38.53	0.022015	\$ 38.53	0%
SID		0.000000	\$ -	0.000000	\$ -	0%
School Bonds		0.075686	\$ 132.46	0.075686	\$ 132.46	0%
School Districts		0.708894	\$ 1,240.70	0.708894	\$ 1,240.70	0%
TIF		0.000000	\$ -	0.000000	\$ -	0%
Townships		0.000000	\$ -	0.000000	\$ -	0%
Totals		1.400291	\$ 2,450.78	1.803111	\$ 3,155.79	28.77%

**765 E. 26th Street
Northeast of the Intersection of
E. 26th Street and N. Elm Lane**

Owner: Sharlene K. Dyer

Subject Site:

The subject site is a generally flat piece of land that is approximately 0.50 acres in area. The property is a single-family home with a footprint of approximately 2,000 square feet that includes a detached garage.

Properties to the immediate south and east are located within the City limits. Immediate properties in the general area to the north and west are outside of the City limits.

Floodplain Information:

The site is in FEMA Zone X, 0.2% Annual Chance Floodplain (500-year floodplain)(Map Panel # 31001C0176C).

The site is within the Adams Central Public Schools District.



Werner Construction, Inc
East Industrial Area
City Limits



Zoning: The site is currently zoned County A, Agricultural District.

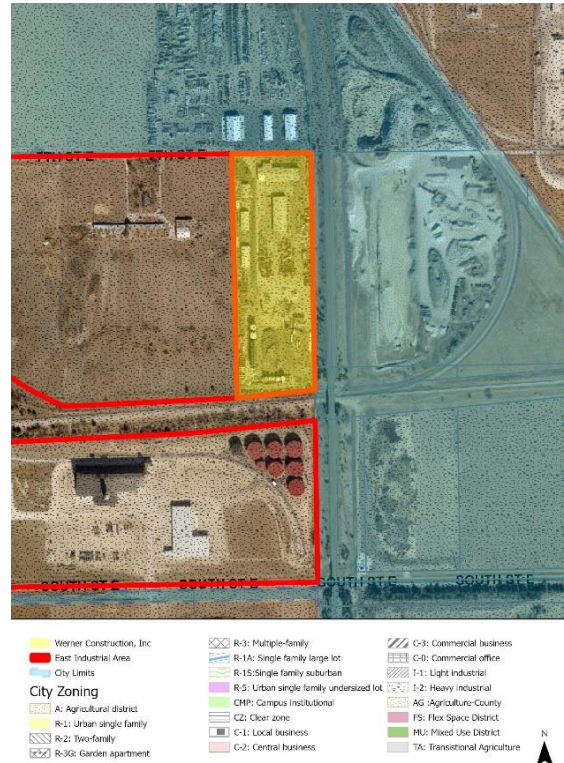
The properties to the north are zoned County A District, and City A, Agricultural District.

The adjacent properties to the east are zoned City, R-1A, Single-Family Large Lot Residential District, and City A, Agricultural District. Further to the east of these properties is land zoned County A District.

To the south, across E 26th Street are properties zoned City R-1, Urban Single-Family Residential District, and City R-1A District.

To the west is land zoned County A District, and a newer subdivision zoned City R-3, Multiple-Family Residential District.

The potential zoning classification, based on the surrounding area and the current use if the land was annexed into the City would be A, Agricultural District.



Public Utilities:

Water – There is a 10-inch water main adjacent to the site on the south side of the E. 26th Street right-of-way that serves the site. The home is connected to the City’s water infrastructure and is a current customer of the City’s utility.

Sanitary Sewer – A 10-inch gravity flow sanitary sewer main is located on the south side of E. 26th Street and provides service to the site. The home is connected to the City’s sanitary sewer infrastructure and is currently a customer of the City’s utility.

Gas – A Hastings Utilities’ gas line is located to the south of the property on E. 26th Street. The property is a customer of that utility enterprise and pays the standard rate for a property within the City limits.

Electricity - Hastings Utilities’ has electrical service in the immediate area to provide electricity to the site.

The property owner is a customer of the utility enterprise and pays the standard rate for property within the City limits.

Access to Public Roads – The site has one driveway onto E. 26th Street. East 26th Street is maintained by the City of Hastings.

Public Safety – Being that the land is outside of the City limits, the technical jurisdiction for fire, EMS, and law enforcement services are from Hastings Rural Volunteer Fire Department and Adams County Sheriff's Office. However, the Hastings Fire Department responds at the request of Hastings Rural for any fire incidents, and provides ambulance transport by contract, in the event of an emergency call to the property. Similarly, if a violent incident occurs on the property, the Hastings Police Department would respond at the request of the Adams County Sheriff's Office. If this property was annexed into the Corporate limits, both Hastings Fire and Hastings Police Department would serve the property without requiring additional personnel, equipment, or new stations.

Summary of Cost To Extend Services:

[Nebraska Revised Statute 16-117](#) requires that the City Council wishing to annex land into the corporate limits must adopt a plan that:

“...contains sufficient detail to provide a reasonable person with a full and complete understanding of the proposal for extending city services to the land proposed for annexation. The plan shall (a) state the estimated cost impact of providing the services to such land, (b) state the method by which the city plans to finance the extension of services to the land and how any services already provided to the land will be maintained, (c) include a timetable for extending services to the land proposed for annexation, and (d) include a map drawn to scale clearly delineating the land proposed for annexation, the current boundaries of the city, the proposed boundaries of the city after the annexation, and the general land-use pattern in the land proposed for annexation.

As previously described, access to utilities, public roadways, and emergency and protective services are readily available. All utilities are in the immediate area. The property is currently connected to these utilities. Thus, no extension of services is required. Additionally, the site is located within the Fire and Police Department's service area and response times to the site would be within the acceptable times established by the departments. The City of Hastings would maintain these existing assets through normal budgetary processes, including capital improvement planning.

Potential Tax Implications:

By being annexed into the City of Hastings, an additional mill levy would be added to the tax statement. The following table is an estimation of the potential changes in taxes the property owner may experience by being in the Hastings corporate limits. This information was collected using the current Adams County Assessors public website and estimations by the City's Finance

Department for this year's tax assessment and mill rate. This amount may change as a result of the normal budget cycle.

Summary:

The use of the property is a single-family home and generally appears to conform to the existing zoning district classification. No known nonconformities of the zoning regulations are witnessed. If annexed, it would be recommended to remain as A, Agricultural District, until such time that it would be redeveloped. The property could also be rezoned to R-1A, Single-Family Large Lot Residential District to better align with the single-family home.

The property is surrounded by properties or public right-of-way within the City of Hastings. The property gains access to the public right-of-way maintained by the City of Hastings and receives utility services for water, sanitary sewer, gas, and electricity from Hastings Utilities. Department and Hastings Police Department response areas and can be served without requiring additional personnel, equipment, or stations.

The property owner's tax assessment is anticipated to increase by approximately \$628 or 28.77%, based on the 2023-2023 valuation.

Staff Recommendation

As discussed, the site is considered a single-family home in the County A District. The residents of the home are served by Hastings Utilities water, sanitary sewer, gas, and electrical services to the property.

The area can be considered a donut hole within the corporate limits, although less than 250 feet from the east property line is properties outside of the City limits.

There are development pressures in the area, as evidenced by the new single-family subdivision to the west of the site and also to the north of the site, along W 33rd Street. Although there is pressure to develop in the surrounding area, there appears to be land better suited to develop new subdivisions (e.g. open agricultural land), rather than the need to demolish existing buildings on a relatively small tract of land.

If this land were to develop into suburban residential subdivisions or nonresidential uses, the City would most likely require the new development to be annexed. Similarly, if existing private water wells and septic systems were to fail, requiring a new service, the City would most likely require the property to connect to the public infrastructure, which could be an opportune time to be included in the City limits.

Conversely, not annexing the property into the City limits would maintain a donut hole, which could impact consistent emergency services and law enforcement.

Considering all of these factors, City staff is recommending that these properties not be annexed into the City.

If the Planning Commission would like to recommend to the Mayor and City Council that the properties should be annexed into the City limits, they should clearly articulate the findings of their decision.

Property Address			PID			
DYER SHARLENE K			#010000152			
Current Value Information						
		Improvement		Net Taxable		
Land Value	Dwelling Value	Value	Total Value	Value		
\$23,460	\$ 118,708.00	\$ -	\$142,168	\$ 155,856.00		
Tax Information		Current Levy	Current Tax	Annexed Levy	Annexed Tax	% Change?
Ag Society		0.017446	\$ 27.19	0.017446	\$ 27.19	0%
CRA		0.000000	\$ -	0.026000	\$ 40.52	100%
City		0.000000	\$ -	0.424342	\$ 661.36	100%
Community College		0.090272	\$ 140.69	0.090272	\$ 140.69	0%
County		0.423456	\$ 659.98	0.423456	\$ 659.98	0%
ESU 9		0.015000	\$ 23.38	0.015000	\$ 23.38	0%
Fire		0.038805	\$ 60.48	0.000000	\$ -	0%
Library		0.008717	\$ 13.59		\$ -	0%
NRD 1 Upper Big Blue		0.022015	\$ 34.31	0.022015	\$ 34.31	0%
SID		0.000000	\$ -	0.000000	\$ -	0%
School Bonds		0.075686	\$ 117.96	0.075686	\$ 117.96	0%
School Districts		0.708894	\$ 1,104.85	0.708894	\$ 1,104.85	0%
TIF		0.000000	\$ -	0.000000	\$ -	0%
Townships		0.000000	\$ -	0.000000	\$ -	0%
Totals		1.400291	\$ 2,182.44	1.803111	\$ 2,810.26	28.77%

2420 N. 2nd Avenue
Southeast of the Intersection of
E. 26th Street and N. 2nd Avenue

Owner: Richard and Melanie Curry

Subject Site:

The subject site is a large piece of land (28.96 acres in total), consisting of two separate tracts. The west tract is approximately 14.4 acres and consists of a single-family home and detached accessory buildings. The home has a footprint of approximately 4,800 square feet. The detached buildings have footprints that total approximately 14,700 square feet. This west tract is largely surrounded by a dense row of trees.

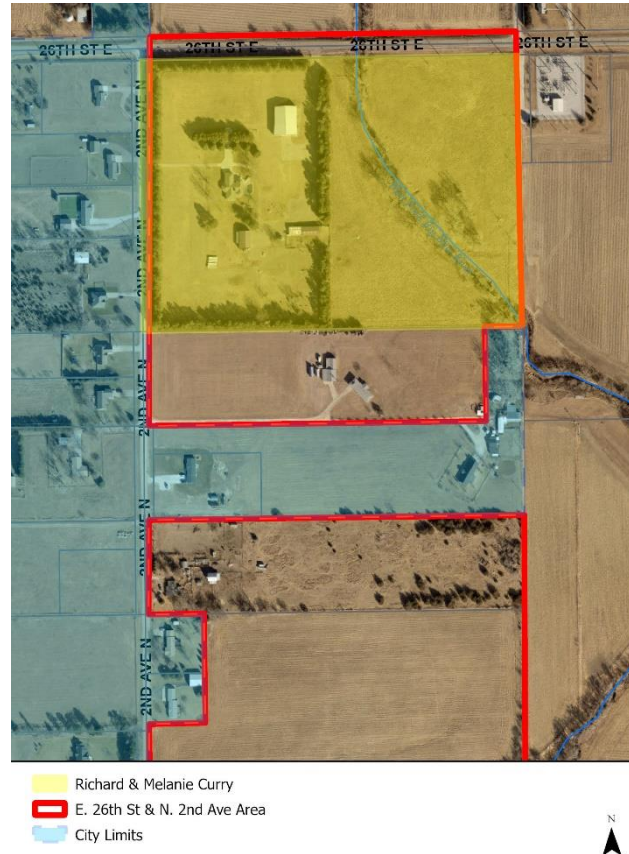
The east tract (approximately 14.5 acres) is undeveloped pasture land that is almost entirely within a mapped floodplain. The West Fork of the Big Blue River flows through the middle of this tract.

Properties to the north and east are located outside of the City limits. One relatively small tract is within the City limits and is zoned R-1A, Single-family Large Lot Residential District. The large property to the immediate south is also located out of the City limits. Properties further to the south are located in the City. Properties to the west are also located in the City.

The property is in the Hastings Public Schools District.

Floodplain Information:

The majority of the home site (west tract) is in FEMA Zone X, 0.2% Annual Chance Floodplain (500-year floodplain). The extreme east edge of this tract is in the FEMA Zone AE, 1% Annual Chance Floodplain (100-year floodplain). The pasture land (east tract) is in the FEMA Zone AE and Floodway (Map Panel # 31001C0176C). Approximately 8 acres of the 14.5-acre tract is in the Floodway.



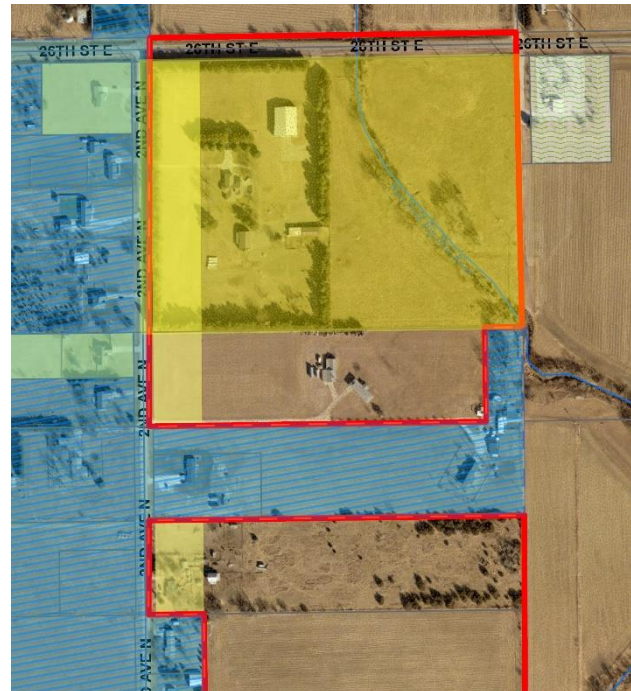
Zoning: Most of the site is currently zoned County A, Agricultural District. The approximately front 170 feet of the western tract is zoned County R-1, Single-Family Residential District.

The properties to the north are zoned County A district, with one relatively small tract that is zoned City R-1A, Large Lot Single-Family Residential District

The adjacent properties to the east are zoned County A, Agricultural District.

To the south, the land is zoned County A District, County R-1 District and City R-1A District.

To the west, across N. 2nd Avenue is land zoned City R-1A District.



The potential zoning classification, based on the surrounding area and the current use if the land was annexed into the City would be A, Agricultural District.

Public Utilities:

Water – There is an 8-inch water main adjacent to the site in the N. 2nd Avenue right-of-way that could serve the site. The land is currently not connected to the City’s water infrastructure and is using a private well providing potable water to the buildings.

Properties with a private system can maintain that system until such time that it would fail. When the system fails, the property owner will be required to connect to the City’s infrastructure (City Code of Ordinance [Sec. 32-605](#) and [Sec. 32-606](#)).

If the property owners were to connect to the adjacent City water main after being annexed, the Outside of District connection rate would apply. This rate would be applied at \$38.50 per linear foot of property frontage. In speaking to Hastings Utility, factors, such as the developable area of the site, home location, and overall lot width, are considered that could reduce the property frontage width. The Outside of District connect fee for water service could be upwards of \$13,500.

If the property remains outside of the City limits, the fee to connect to the City service is \$57.75 per linear foot of property frontage. This rate may rate change in the future, based on City policy updates.

Sanitary Sewer – A 30-inch gravity flow sanitary sewer main runs diagonally across the eastern tract, generally following the stream channel. The home is connected to this City’s sanitary sewer infrastructure and is currently a customer of the City’s utility.

Gas – A Hastings Utilities’ gas line is located to the west of the property on the west side of N. 2nd Avenue. The property is a customer of that utility enterprise and pays the standard rate for a property within the City limits.

Electricity - Hastings Utilities’ has electrical service in the immediate area to provide electricity to the site. The property owner is a customer of the utility enterprise and pays the standard rate for property within the City limits.

Access to Public Roads – The site has one driveway onto N. 2nd Avenue, a gravel road. North 2nd Avenue is maintained by the City of Hastings.

Public Safety – Being that the land is outside of the City limits, the technical jurisdiction for fire, EMS, and law enforcement services are from Hastings Rural Volunteer Fire Department and Adams County Sheriff's Office. However, the Hastings Fire Department responds at the request of Hastings Rural for any fire incidents, and provides ambulance transport by contract, in the event of an emergency call to the property. Similarly, if a violent incident occurs on the property, the Hastings Police Department would respond at the request of the Adams County Sheriff's Office. If this property was annexed into the Corporate limits, both Hastings Fire and Hastings Police Department would serve the property without requiring additional personnel, equipment, or new stations.

Summary of Cost To Extend Services:

[Nebraska Revised Statute 16-117](#) requires that the City Council wishing to annex land into the corporate limits must adopt a plan that:

“...contains sufficient detail to provide a reasonable person with a full and complete understanding of the proposal for extending city services to the land proposed for annexation. The plan shall (a) state the estimated cost impact of providing the services to such land, (b) state the method by which the city plans to finance the extension of services to the land and how any services already provided to the land will be maintained, (c) include a timetable for extending services to the land proposed for annexation, and (d) include a map drawn to scale clearly delineating the land proposed for annexation, the current boundaries of the city, the proposed boundaries of the city after the annexation, and the general land-use pattern in the land proposed for annexation.

As previously described, access to utilities, public roadways, and emergency and protective services are readily available. All utilities are in the immediate area. The property is currently connected to City sanitary sewer, electricity, and gas. Thus, no extension of services is required. Additionally, the site is located within the Fire and Police Department’s service area and response times to the site would be within the acceptable times established by the departments. The City of Hastings would maintain these existing assets through normal budgetary processes, including capital improvement planning.

Potential Tax Implications:

By being annexed into the City of Hastings, an additional mill levy would be added to the tax statement. The following table is an estimation of the potential changes in taxes the property owner may experience by being in the Hastings corporate limits. This information was collected using the current Adams County Assessors public website and estimations by the City’s Finance Department for this year’s tax assessment and mill rate. This amount may change as a result of the normal budget cycle.

Summary:

The use of the property is a single-family, as well as agricultural uses and generally appears to conform to the existing zoning district classification. No known nonconformities of the zoning regulations are witnessed. If annexed, it would be recommended to remain as A, Agricultural District, until such time that it would be redeveloped. The property could also be rezoned to R-1A, Single-Family Large Lot Residential District to better align with the single-family home.

The eastern tract has significant limitations to development due to the mapped Floodway of the West Fork of the Big Blue River.

The property is next to properties or public right-of-way within the City of Hastings. The property gains access to the public right-of-way maintained by the City of Hastings and receives utility services for water, sanitary sewer, gas, and electricity from Hastings Utilities. The site is within both Hastings Fire Department and Hastings Police Department response areas and can be served without requiring additional personnel, equipment, or stations.

The property owner's tax assessment is anticipated to increase by approximately \$2,316 or 20.59%, based on the 2023-2023 valuation.

Staff Recommendation

As discussed, the site is considered a single-family home in the County A District. The residents of the home are served by Hastings Utility sanitary sewer, gas, and electrical services to the property. The home is on a private well for water.

The area is on the eastern edge of the City limits.

There are development pressures in the area, as evidenced by the new single-family subdivision to the west of the site along E. 26th Street and also to the north of the site, along W 33rd Street. Although there is pressure to develop in the surrounding area, there appears to be land better suited to develop new subdivisions (e.g. open agricultural land), rather than the need to demolish existing buildings on a relatively small tract of land. Additionally, nearly a third of the site is restricted to most development due to the mapped Floodway.

If this land were to develop into suburban residential subdivisions or nonresidential uses, the City would most likely require the new development to be annexed. Similarly, if the existing private water well were to fail, requiring a new service, the City would most likely require the property to connect to the public infrastructure, which could be an opportune time to be included in the City limits.

Conversely, not annexing the property into the City limits could impact consistent emergency services and law enforcement.

Considering all of these factors, City staff is recommending that this property not be annexed into the City.

If the Planning Commission would like to recommend to the Mayor and City Council that the properties should be annexed into the City limits, they should clearly articulate the findings of their decision.

Property Address			PID			
2420 N 2nd Avenue			#010003867			
Current Value Information						
		Improvement		Net Taxable		
Land Value	Dwelling Value	Value	Total Value	Value		
\$ 90,088.00	\$ 396,351.00	\$ 156,670.00	\$ 643,109.00	\$ 574,919.00		
Tax Information		Current Levy	Current Tax	Annexed Levy	Annexed Tax	% Change?
Ag Society		0.017446	\$ 100.30	0.017446	\$ 100.30	0%
CRA		0.000000	\$ -	0.026000	\$ 149.48	100%
City		0.000000	\$ -	0.424342	\$ 2,439.62	100%
Community College		0.090272	\$ 518.99	0.090272	\$ 518.99	0%
County		0.423456	\$ 2,434.53	0.423456	\$ 2,434.53	0%
ESU 9		0.015000	\$ 86.24	0.015000	\$ 86.24	0%
Fire		0.038805	\$ 223.10	0.000000	\$ -	0%
Library		0.008717	\$ 50.12	0.000000	\$ -	0%
NRD 2 Little Blue		0.020621	\$ 118.55	0.020621	\$ 118.55	0%
SID		0.000000	\$ -	0.000000	\$ -	0%
School Bonds		0.200000	\$ 1,149.84	0.200000	\$ 1,149.84	0%
School Districts		1.142000	\$ 6,565.57	1.142000	\$ 6,565.57	0%
TIF		0.000000	\$ -	0.000000	\$ -	0%
Townships		0.000000	\$ -	0.000000	\$ -	0%
Totals		1.956317	\$ 11,247.24	2.359137	\$ 13,563.13	20.59%

2150 N. 2nd Avenue
Approximately 950 feet of the Intersection of
E. 26th Street and N. 2nd Avenue

Owner: James Berck, Et Al

Subject Site:

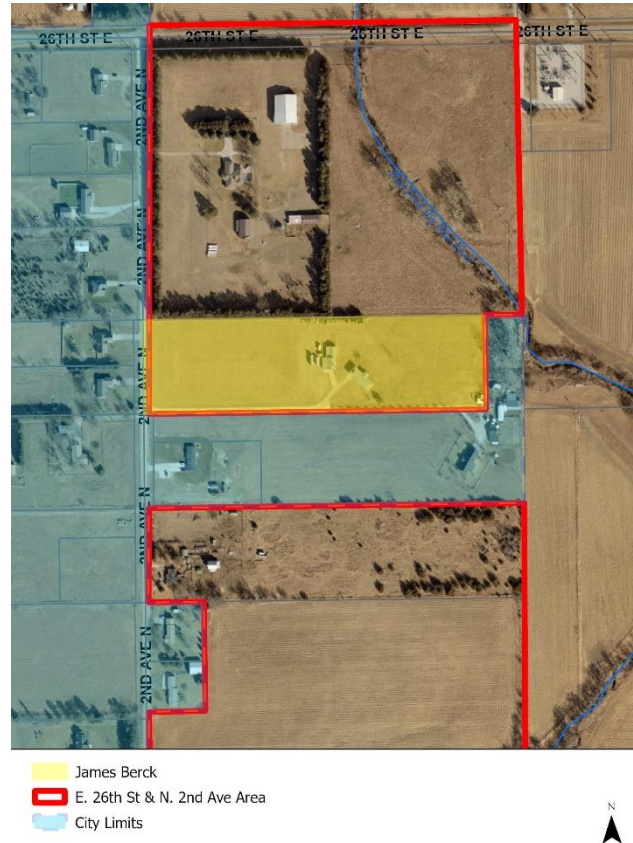
The subject site is a large piece of that is approximately 9.11 acres in area. On the property is a single-family home and a detached accessory building. The home has a footprint of approximately 3,600 square feet. The detached building has a footprint of approximately 3,600 square feet.

Properties to the north are located outside of the City limits. The property to the immediate south is uniquely shaped, with a “panhandle” that extends to the east of the subject site. This property is located in the City limits. Properties beyond this neighboring panhandle are in rural Adams County. Properties further to the south are outside of the City limits. Properties to the west are located in the City.

The site is within the Hastings Public Schools District.

Floodplain Information:

The majority of the site is in FEMA Zone X, 0.2% Annual Chance Floodplain (500-year floodplain). The extreme east edge of this tract is in the FEMA Zone AE, 1% Annual Chance Floodplain (100-year floodplain), and FEMA Floodway. The pasture land (east tract) is in the FEMA Zone AE and Floodway (Map Panel # 31001C0176C). The mapped flood hazard areas make up less than a quarter of an acre.



Zoning: Most of the site is currently zoned County A, Agricultural District. The approximately front 170 feet of the western tract is zoned County R-1, Single-Family Residential District.

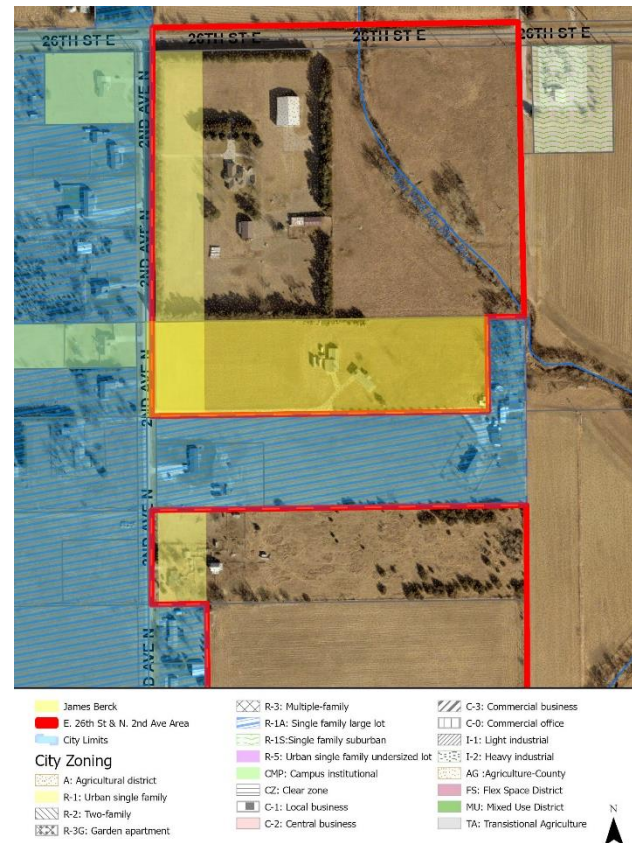
The properties to the north are zoned County A district, with one relatively small tract that is zoned City R-1A, Large Lot Single-Family Residential District

The adjacent properties to the east are zoned County A, Agricultural District.

To the south, the land is zoned City R-1A District, County A District, and County R-1 District.

To the west, across N. 2nd Avenue is land zoned City R-1A District.

The potential zoning classification, based on the surrounding area and the current use if the land was annexed into the City would be A, Agricultural District.



Public Utilities:

Water – There is an 8-inch water main adjacent to the site in the N. 2nd Avenue right-of-way that could serve the site. The land is currently not connected to the City’s water infrastructure and is using a private well providing potable water to the buildings.

Properties with a private system can maintain that system until such time that it would fail. When the system fails, the property owner will be required to connect to the City’s infrastructure (City Code of Ordinance [Sec. 32-605](#) and [Sec. 32-606](#)).

If the property owners were to connect to the adjacent City water main after being annexed, the Outside of District connection rate would apply. This rate would be applied at \$38.50 per linear foot of property frontage. In speaking to Hastings Utility, factors, such as the developable area of the site, home location, and overall lot width, are considered that could reduce the property frontage width. The Outside of District connect fee for water service could be upwards of \$12,700.

If the property remains outside of the City limits, the fee to connect to the City service is \$57.75 per linear foot of property frontage. This rate may rate change in the future, based on City policy updates.

Sanitary Sewer – A 30-inch gravity flow sanitary sewer main runs diagonally across the property to the north. The home is connected to this City’s sanitary sewer infrastructure and is currently a customer of the City’s utility.

Gas – A Hastings Utilities’ gas line is located to the west of the property on the west side of N. 2nd Avenue. The property is a customer of that utility enterprise and pays the standard rate for a property within the City limits.

Electricity - Hastings Utilities’ has electrical service in the immediate area to provide electricity to the site. The property owner is a customer of the utility enterprise and pays the standard rate for property within the City limits.

Access to Public Roads – The site has one driveway onto N. 2nd Avenue, a gravel road. North 2nd Avenue is maintained by the City of Hastings.

Public Safety – Being that the land is outside of the City limits, the technical jurisdiction for fire, EMS, and law enforcement services are from Hastings Rural Volunteer Fire Department and Adams County Sheriff's Office. However, the Hastings Fire Department responds at the request of Hastings Rural for any fire incidents, and provides ambulance transport by contract, in the event of an emergency call to the property. Similarly, if a violent incident occurs on the property, the Hastings Police Department would respond at the request of the Adams County Sheriff's Office. If this property was annexed into the Corporate limits, both Hastings Fire and Hastings Police Department would serve the property without requiring additional personnel, equipment, or new stations.

Summary of Cost To Extend Services:

[Nebraska Revised Statute 16-117](#) requires that the City Council wishing to annex land into the corporate limits must adopt a plan that:

“...contains sufficient detail to provide a reasonable person with a full and complete understanding of the proposal for extending city services to the land proposed for annexation. The plan shall (a) state the estimated cost impact of providing the services to such land, (b) state the method by which the city plans to finance the extension of services to the land and how any services already provided to the land will be maintained, (c) include a timetable for extending services to the land proposed for annexation, and (d) include a map drawn to scale clearly delineating the land proposed for annexation, the current boundaries of the city, the proposed boundaries of the city after the annexation, and the general land-use pattern in the land proposed for annexation.

As previously described, access to utilities, public roadways, and emergency and protective services are readily available. All utilities are in the immediate area. The property is currently connected to City sanitary sewer, electricity, and gas. Thus, no extension of services is required. Additionally, the site is located within the Fire and Police Department’s service area and response times to the site would be within the acceptable times established by the departments. The City of Hastings would maintain these existing assets through normal budgetary processes, including capital improvement planning.

Potential Tax Implications:

By being annexed into the City of Hastings, an additional mill levy would be added to the tax statement. The following table is an estimation of the potential changes in taxes the property owner may experience by being in the Hastings corporate limits. This information was collected using the current Adams County

Assessors public website and estimations by the City's Finance Department for this year's tax assessment and mill rate. This amount may change as a result of the normal budget cycle.

Summary:

The use of the property is a single-family and generally appears to conform to the existing zoning district classification. No known nonconformities of the zoning regulations are witnessed. If annexed, it would be recommended to remain as A, Agricultural District, until such time that it would be redeveloped. The property could also be rezoned to R-1A, Single-Family Large Lot Residential District to better align with the single-family home.

The property is next to properties or public right-of-way within the City of Hastings. The property gains access to the public right-of-way maintained by the City of Hastings and receives utility services for water, sanitary sewer, gas, and electricity from Hastings Utilities. The site is within both Hastings Fire Department and Hastings Police Department response areas and can be served without requiring additional personnel, equipment, or stations.

The property owner's tax assessment is anticipated to increase by approximately \$1,379 or 20.59%, based on the 2023-2023 valuation.

Staff Recommendation

As discussed, the site is considered a single-family home in the County A District. The residents of the home are served by Hastings Utility sanitary sewer, gas, and electrical services to the property. The home is on a private well for water.

The area is on the eastern edge of the City limits.

There are development pressures in the area, as evidenced by the new single-family subdivision to the west of the site along E. 26th Street and also to the north of the site, along W 33rd Street. Although there is pressure to develop in the surrounding area, there appears to be land better suited to develop new subdivisions (e.g. open agricultural land), rather than the need to demolish existing buildings on a relatively small tract of land.

If this land were to develop into suburban residential subdivisions or nonresidential uses, the City would most likely require the new development to be annexed. Similarly, if the existing private water well was to fail, requiring a new service, the City would most likely require the property to connect to the public infrastructure, which could be an opportune time to be included in the City limits.

Conversely, not annexing the property into the City limits could impact consistent emergency services and law enforcement.

Considering all of these factors, City staff is recommending that this property not be annexed into the City.

If the Planning Commission would like to recommend to the Mayor and City Council that the properties should be annexed into the City limits, they should clearly articulate the findings of their decision

Property Address			PID			
BERCK JAMES W ETAL			#010003866			
Current Value Information						
		Improvement		Net Taxable		
Land Value	Dwelling Value	Value	Total Value	Value		
\$60,450	\$ 295,900.00	\$ 1,805.00	\$358,155	\$ 342,329.00		
Tax Information		Current Levy	Current Tax	Annexed Levy	Annexed Tax	% Change?
Ag Society		0.017446	\$ 59.72	0.017446	\$ 59.72	0%
CRA		0.000000	\$ -	0.026000	\$ 89.01	100%
City		0.000000	\$ -	0.424342	\$ 1,452.65	100%
Community College		0.090272	\$ 309.03	0.090272	\$ 309.03	0%
County		0.423456	\$ 1,449.61	0.423456	\$ 1,449.61	0%
ESU 9		0.015000	\$ 51.35	0.015000	\$ 51.35	0%
Fire		0.038805	\$ 132.84	0.000000	\$ -	0%
Library		0.008717	\$ 29.84	0.000000	\$ -	0%
NRD 1 Upper Big Blue		0.020621	\$ 70.59	0.020621	\$ 70.59	0%
SID		0.000000	\$ -	0.000000	\$ -	0%
School Bonds		0.200000	\$ 684.66	0.200000	\$ 684.66	0%
School Districts		1.142000	\$ 3,909.40	1.142000	\$ 3,909.40	0%
TIF		0.000000	\$ -	0.000000	\$ -	0%
Townships		0.000000	\$ -	0.000000	\$ -	0%
Totals		1.956317	\$ 6,697.04	2.359137	\$ 8,076.01	20.59%

2020 N. 2nd Avenue
Approximately 1600 feet south of the Intersection of
E. 26th Street and N. 2nd Avenue

Owner: Laurie Sheets

Subject Site:

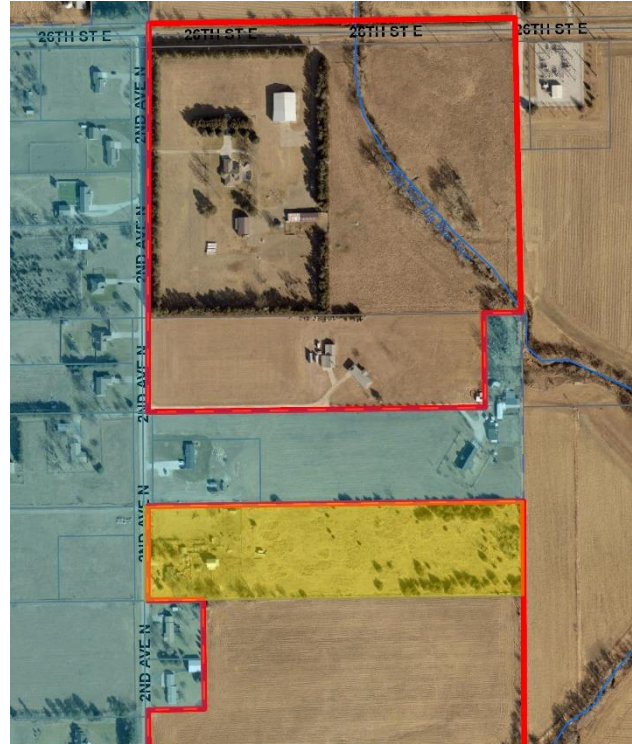
The subject site is a large piece of that is approximately 10.1 acres in area. On the property is a single-family home and several detached accessory buildings. The home has a footprint of approximately 2,000 square feet. The detached buildings have footprints that total roughly 3,300 square feet. The detached buildings are related to a small agricultural production on the site.

The property to the immediate north is located in the City limits. Further to the north are properties located in rural Adams County. Properties to the east are outside of the City in rural Adams County. The single-family homes to the south of the site are within the City limits. The undeveloped land to the south of the land is outside of the City limits. Properties to the west are located in the City.

Floodplain Information:

The site is in FEMA Zone X, 0.2% Annual Chance Floodplain (500-year floodplain)(Map Panel # 31001C0176C).

The property is within the Hastings Public Schools District



Yellow Laurie Sheets
Red E. 26th St & N. 2nd Ave Area
Blue City Limits



Zoning: Most of the site is currently zoned County A, Agricultural District. The approximately front 170 feet of the western tract is zoned County R-1, Single-Family Residential District.

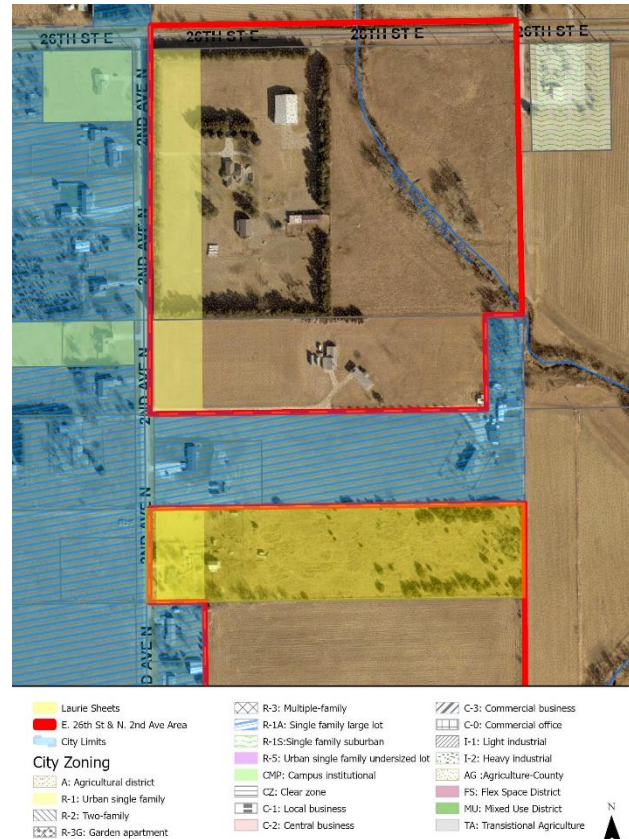
The properties to the north are zoned City R-1A, Large Lot Single-Family Residential District, County A district, and County R-1.

The adjacent properties to the east are zoned County A, Agricultural District.

To the south, land is zoned City R-1A District, County A District, and County A District.

To the west, across N. 2nd Avenue is land zoned City R-1A District.

The potential zoning classification, based on the surrounding area and the current use if the land was annexed into the City would be A, Agricultural District.



Public Utilities:

Water – There is an 8-inch water main adjacent to the site in the N. 2nd Avenue right-of-way that could serve the site. The land is currently not connected to the City’s water infrastructure and is using a private well providing potable water to the buildings.

Properties with a private system can maintain that system until such time that it would fail. When the system fails, the property owner will be required to connect to the City’s infrastructure (City Code of Ordinance [Sec. 32-605](#) and [Sec. 32-606](#)).

If the property owners were to connect to the adjacent City water main after being annexed, the Outside of District connection rate would apply. This rate would be applied at \$38.50 per linear foot of property frontage. In speaking to Hastings Utility, factors, such as the developable area of the site, home location, and overall lot width, are considered that could reduce the property frontage width. The Outside of District connect fee for water service could be upwards of \$8,100.

If the property remains outside of the City limits, the fee to connect to the City service is \$57.75 per linear foot of property frontage. This rate may rate change in the future, based on City policy updates.

Sanitary Sewer – An 8-inch gravity flow sanitary sewer in the N. 2nd Avenue right-of-way. The home is connected to this City’s sanitary sewer infrastructure and is currently a customer of the City’s utility. The buildings are not connected to the City’s sanitary sewer service and are currently served by a private septic system.

Properties with a private system can maintain that system until such time that it would fail. When the system fails, the property owner will be required to connect to the City's infrastructure (City Code of Ordinance [Sec. 32-509](#)).

The Outside of District connection rate would apply if the property owners were to connect to the adjacent City sanitary sewer main, regardless of being annexed. This rate would be applied at \$34.00 per linear foot of property frontage. In speaking to Hastings Utility, factors, such as the developable area of the site, home location, and overall lot width, are considered that could reduce the property frontage width. The Outside of District connect fee for water service could be upwards of \$7,200.

If the property remains outside of the City limits, the fee to connect to the City service is \$51.00 per linear foot of property frontage. This rate may rate change in the future, based on City policy updates.

Gas – A Hastings Utilities' gas line is located to the west of the property on the west side of N. 2nd Avenue. The property is not currently a customer of that utility enterprise.

Electricity - Hastings Utilities' has electrical service in the immediate area to provide electricity to the site. The property owner is a customer of the utility enterprise and pays the standard rate for property within the City limits.

Access to Public Roads – The site has one driveway onto N. 2nd Avenue, a gravel road. North 2nd Avenue is maintained by the City of Hastings.

Public Safety – Being that the land is outside of the City limits, the technical jurisdiction for fire, EMS, and law enforcement services are from Hastings Rural Volunteer Fire Department and Adams County Sheriff's Office. However, the Hastings Fire Department responds at the request of Hastings Rural for any fire incidents, and provides ambulance transport by contract, in the event of an emergency call to the property. Similarly, if a violent incident occurs on the property, the Hastings Police Department would respond at the request of the Adams County Sheriff's Office. If this property was annexed into the Corporate limits, both Hastings Fire and Hastings Police Department would serve the property without requiring additional personnel, equipment, or new stations.

Summary of Cost To Extend Services:

[Nebraska Revised Statute 16-117](#) requires that the City Council wishing to annex land into the corporate limits must adopt a plan that:

“...contains sufficient detail to provide a reasonable person with a full and complete understanding of the proposal for extending city services to the land proposed for annexation. The plan shall (a) state the estimated cost impact of providing the services to such land, (b) state the method by which the city plans to finance the extension of services to the land and how any services already provided to the land will be maintained, (c) include a timetable for extending services to the land proposed for annexation, and (d) include a map drawn to scale clearly delineating the land proposed for annexation, the current boundaries of the city, the proposed boundaries of the city after the annexation, and the general land-use pattern in the land proposed for annexation.

As previously described, access to utilities, public roadways, and emergency and protective services are readily available. All utilities are in the immediate area. The property is currently connected to City sanitary sewer, electricity, and gas. Thus, no extension of services is required. Additionally, the site is located within the Fire and Police Department's service area and response times to the site would be within the acceptable times established by the departments. The City of Hastings would maintain these existing assets through normal budgetary processes, including capital improvement planning.

Potential Tax Implications:

By being annexed into the City of Hastings, an additional mill levy would be added to the tax statement. The following table is an estimation of the potential changes in taxes the property owner may experience by being in the Hastings corporate limits. This information was collected using the current Adams County Assessors public website and estimations by the City's Finance Department for this year's tax assessment and mill rate. This amount may change as a result of the normal budget cycle.

Summary:

The use of the property is a single-family and small agriculture production, The use and buildings generally appear to conform to the existing zoning district classification. No known nonconformities of the zoning regulations are witnessed. If annexed, it would be recommended to remain as A, Agricultural District, until such time that it would be redeveloped. The property could also be rezoned to R-1A, Single-Family Large Lot Residential District to better align with the single-family home.

The property is next to properties or public right-of-way within the City of Hastings. The property gains access to the public right-of-way maintained by the City of Hastings and receives utility services for sanitary sewer. The public utilities are in the immediate area to serve the site if requested. The site is within both Hastings Fire Department and Hastings Police Department response areas and can be served without requiring additional personnel, equipment, or stations.

The property owner's tax assessment is anticipated to increase by approximately \$618 or 20.59%, based on the 2023-2023 valuation.

Staff Recommendation

As discussed, the site is considered a single-family home in the County A District. The residents of the home are served by Hastings Utility for electrical service to the property. The home is on a private well and septic systems. Because utilities are in the immediate area, the property could be served by public utilities, if requested

The area is on the eastern edge of the City limits.

There are development pressures in the area, as evidenced by the new single-family subdivision to the west of the site along E. 26th Street and also to the north of the site, along W 33rd Street. Although there is pressure to develop in the surrounding area, there appears to be land better suited to develop new subdivisions (e.g. open agricultural land), rather than the need to demolish existing buildings on a relatively small tract of land.

If this land were to develop into suburban residential subdivisions or nonresidential uses, the City would most likely require the new development to be annexed. Similarly, if the existing private water well was to

fail, requiring a new service, the City would most likely require the property to connect to the public infrastructure, which could be an opportune time to be included in the City limits.

Conversely, not annexing the property into the City limits could impact consistent emergency services and law enforcement.

Considering all of these factors, City staff is recommending that this property not be annexed into the City.

If the Planning Commission would like to recommend to the Mayor and City Council that the properties should be annexed into the City limits, they should clearly articulate the findings of their decision

Property Address			PID		
2020 N 2ND AVE			#010003869		
Current Value Information					
		Improvement		Net Taxable	
Land Value	Dwelling Value	Value	Total Value	Value	
\$ 62,140.00	\$ 96,257.00	\$ 6,154.00	\$ 164,551.00	\$ 153,390.00	
Tax Information	Current Levy	Current Tax	Annexed Levy	Annexed Tax	% Change?
Ag Society	0.017446	\$ 26.76	0.017446	\$ 26.76	0%
CRA	0.000000	\$ -	0.026000	\$ 39.88	100%
City	0.000000	\$ -	0.424342	\$ 650.90	100%
Community College	0.090272	\$ 138.47	0.090272	\$ 138.47	0%
County	0.423456	\$ 649.54	0.423456	\$ 649.54	0%
ESU 9	0.015000	\$ 23.01	0.015000	\$ 23.01	0%
Fire	0.038805	\$ 59.52	0.000000	\$ -	0%
Library	0.008717	\$ 13.37	0.000000	\$ -	0%
NRD 2 Little Blue	0.020621	\$ 31.63	0.020621	\$ 31.63	0%
SID	0.000000	\$ -	0.000000	\$ -	0%
School Bonds	0.200000	\$ 306.78	0.200000	\$ 306.78	0%
School Districts	1.142000	\$ 1,751.71	1.142000	\$ 1,751.71	0%
TIF	0.000000	\$ -	0.000000	\$ -	0%
Townships	0.000000	\$ -	0.000000	\$ -	0%
Totals	1.956317	\$ 3,000.79	2.359137	\$ 3,618.68	20.59%

Northeast Corner of Parkview Cemetery

Owner: City of Hastings

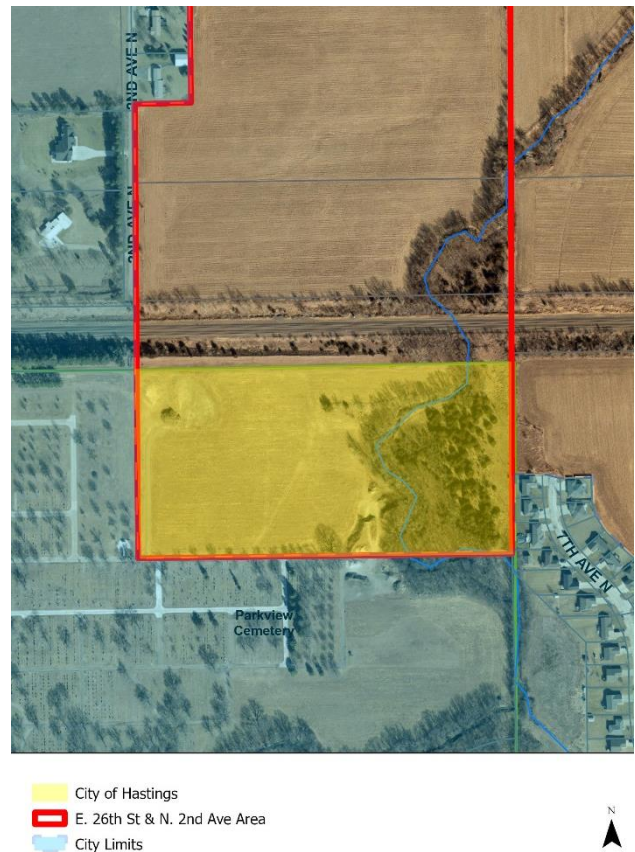
Subject Site:

The subject site is a 19.9 acre tract of land designated for a future expansion of the City's Parkview Cemetery. The land slopes to the east toward a tributary of the West Fork of the Big Blue River.

Properties to the north are in rural Adams County. The Eastridge Meadows residential properties to the east of the site are in the City limits. The farm ground further to the east is in rural Adams County. Properties to the west and south are located in the City. The immediate properties to the west and south are part of the cemetery.

Floodplain Information:

The majority of the site is in FEMA Zone X, 0.2% Annual Chance Floodplain (500-year floodplain). The eastern edge of land is located in FEMA Zone AE, 1% Annual Chance Floodplain (100-year floodplain), and the mapped Floodway (Map Panel # 31001C0176C). The special flood hazard area encompasses roughly 20% of the site.



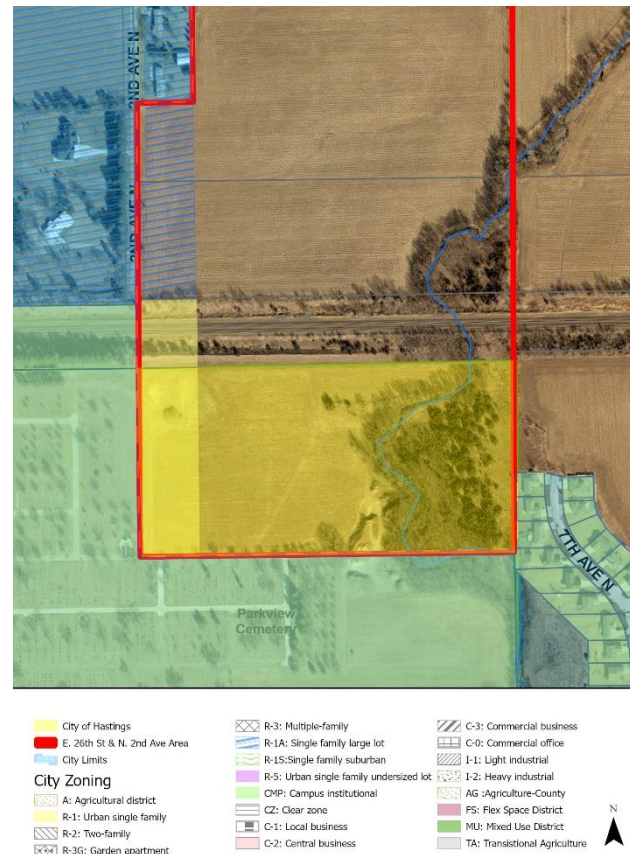
Zoning: Most of the site is currently zoned County A, Agricultural District. The approximately front 170 feet of the western tract is zoned County R-1, Single-Family Residential District.

The properties to the north are zoned County A District and City R-1A, Large Lot Single-Family Residential District.

The adjacent properties to the east are zoned County A, Agricultural District, and City R-1, Urban Single-Family Residential District.

To the south and west, the land is zoned City R-1 District.

The potential zoning classification, based on the surrounding area and the current use if the land was annexed into the City would be A, Agricultural District, or R-1 District to match the rest of the cemetery.



Public Utilities:

Water – The cemetery is already served by water mains along N. Elm Street and E. 12th Street. Any extension of services to the annexed area for landscape irrigation or other public needs will be completed by the City as the cemetery is extended to this area.

Sanitary Sewer – The cemetery is already served by the sanitary sewer infrastructure along E. 12th Street. The City will extend service lines to this area, as needed, when the cemetery is expanded.

Properties with a private system can maintain that system until such time that it would fail. When the system fails, the property owner will be required to connect to the City's infrastructure (City Code of Ordinance [Sec. 32-509](#)).

Gas – Hastings Utilities' gas lines are located in the area along N. Elm Avenue and E 12th Street and can be extended to the area by the City, as needed.

Electricity - Hastings Utilities' electrical lines are located in the area along N. Elm Avenue and E 12th Street and can be extended to the area by the City, as needed.

Access to Public Roads – The site can gain access to N. Elm Avenue via internal driveways in the cemetery.

Public Safety – Being that the land is outside of the City limits, the technical jurisdiction for fire, EMS, and law enforcement services are from Hastings Rural Volunteer Fire Department and Adams County Sheriff's Office. However, the Hastings Fire Department responds at the request of Hastings Rural for any fire

incidents, and provides ambulance transport by contract, in the event of an emergency call to the property. Similarly, if a violent incident occurs on the property, the Hastings Police Department would respond at the request of the Adams County Sheriff's Office. If this property was annexed into the Corporate limits, both Hastings Fire and Hastings Police Department would serve the property without requiring additional personnel, equipment, or new stations.

Summary of Cost To Extend Services:

[Nebraska Revised Statute 16-117](#) requires that the City Council wishing to annex land into the corporate limits must adopt a plan that:

“...contains sufficient detail to provide a reasonable person with a full and complete understanding of the proposal for extending city services to the land proposed for annexation. The plan shall (a) state the estimated cost impact of providing the services to such land, (b) state the method by which the city plans to finance the extension of services to the land and how any services already provided to the land will be maintained, (c) include a timetable for extending services to the land proposed for annexation, and (d) include a map drawn to scale clearly delineating the land proposed for annexation, the current boundaries of the city, the proposed boundaries of the city after the annexation, and the general land-use pattern in the land proposed for annexation.

As previously described, this land is to be a future expansion of the Parkview Cemetery. access to utilities, public roadways, and emergency and protective services are readily available and in the immediate area. The City will extend services, as needed, when the cemetery is expanded in this area.

Potential Tax Implications:

This land is owned by the City of Hastings, which makes it tax exempt from property taxes. There are not implications for potential taxes with the current ownership.

Summary:

The use of the property is undeveloped land intended for a future expansion of the Parkview Cemetery. There are no buildings or developments on the site. If annexed, it would be recommended to remain as A, Agricultural District or could be rezoned to R-1 to make the rest of the cemetery land..

The property is next to properties or public right-of-way within the City of Hastings. The property gains access to the public right-of-way maintained by the City of Hastings. Public utilities are in the immediate area to serve the site if requested. The site is within both Hastings Fire Department and Hastings Police Department response areas and can be served without requiring additional personnel, equipment, or stations.

Staff Recommendation

As discussed, the site is owned by the City of Hastings and is intended to be used for a future expansion of the Parkview Cemetery. Considering, City staff is recommending that this property be annexed into the City.

If the Planning Commission would like to recommend to the Mayor and City Council that the properties should be annexed into the City limits, they should clearly articulate the findings of their decision.

Property Address			PID			
TL23			#010003870			
Current Value Information						
Land Value		Dwelling Value	Improvement Value	Total Value	Net Taxable Value	
\$	56,366.00	\$ -	\$ -	\$ 56,366.00	\$	52,241.00
Tax Information		Current Levy	Current Tax	Annexed Levy	Annexed Tax	% Change?
Ag Society		0.017446	\$ 9.11	0.017446	\$ 9.11	0%
CRA		0.000000	\$ -	0.026000	\$ 13.58	100%
City		0.000000	\$ -	0.424342	\$ 221.68	100%
Community College		0.090272	\$ 47.16	0.090272	\$ 47.16	0%
County		0.423456	\$ 221.22	0.423456	\$ 221.22	0%
ESU 9		0.015000	\$ 7.84	0.015000	\$ 7.84	0%
Fire		0.038805	\$ 20.27	0.000000	\$ -	0%
Library		0.008717	\$ 4.55	0.000000	\$ -	0%
NRD 2 Little Big Blue		0.020621	\$ 10.77	0.020621	\$ 10.77	0%
SID		0.000000	\$ -	0.000000	\$ -	0%
School Bonds		0.200000	\$ 104.48	0.200000	\$ 104.48	0%
School Districts		1.142000	\$ 596.59	1.142000	\$ 596.59	0%
TIF		0.000000	\$ -	0.000000	\$ -	0%
Townships		0.000000	\$ -	0.000000	\$ -	0%
Totals		1.956317	\$ 1,022.00	2.359137	\$ 1,232.44	20.59%

Northeast Corner of Parkview Cemetery

Owner: City of Hastings

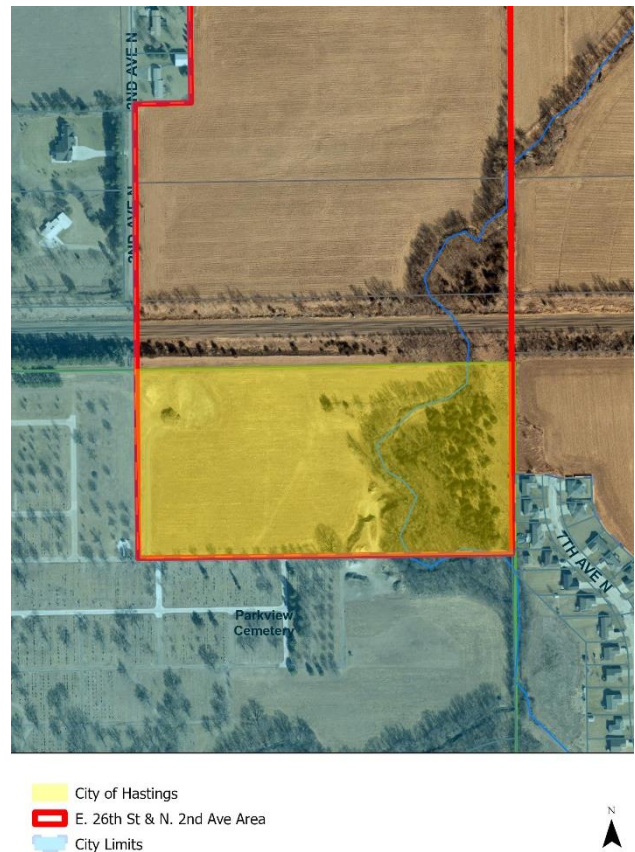
Subject Site:

The subject site is a 19.9 acre tract of land designated for a future expansion of the City's Parkview Cemetery. The land slopes to the east toward a tributary of the West Fork of the Big Blue River.

Properties to the north are in rural Adams County. The Eastridge Meadows residential properties to the east of the site are in the City limits. The farm ground further to the east is in rural Adams County. Properties to the west and south are located in the City. The immediate properties to the west and south are part of the cemetery.

Floodplain Information:

The majority of the site is in FEMA Zone X, 0.2% Annual Chance Floodplain (500-year floodplain). The eastern edge of land is located in FEMA Zone AE, 1% Annual Chance Floodplain (100-year floodplain), and the mapped Floodway (Map Panel # 31001C0176C). The special flood hazard area encompasses roughly 20% of the site.



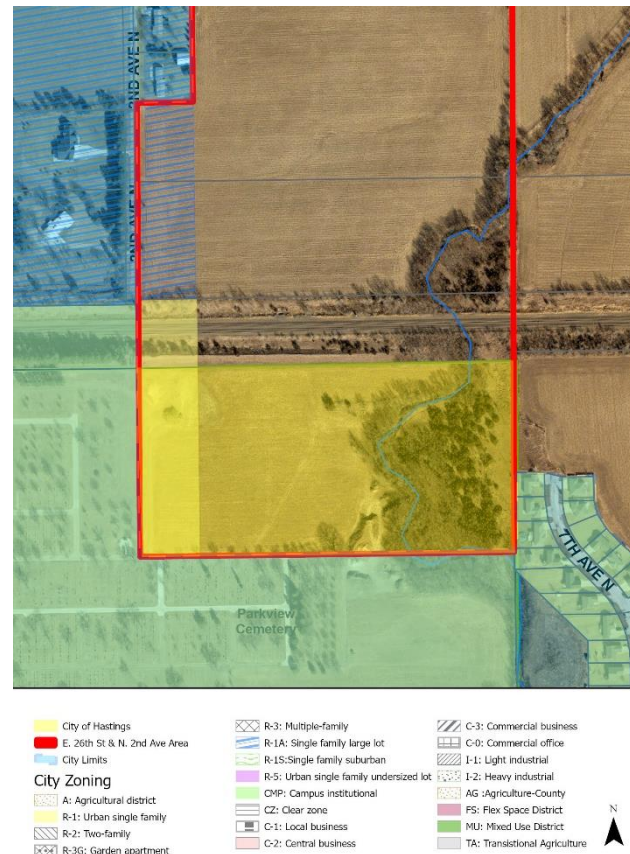
Zoning: Most of the site is currently zoned County A, Agricultural District. The approximately front 170 feet of the western tract is zoned County R-1, Single-Family Residential District.

The properties to the north are zoned County A District and City R-1A, Large Lot Single-Family Residential District.

The adjacent properties to the east are zoned County A, Agricultural District, and City R-1, Urban Single-Family Residential District.

To the south and west, the land is zoned City R-1 District.

The potential zoning classification, based on the surrounding area and the current use if the land was annexed into the City would be A, Agricultural District, or R-1 District to match the rest of the cemetery.



Public Utilities:

Water – The cemetery is already served by water mains along N. Elm Street and E. 12th Street. Any extension of services to the annexed area for landscape irrigation or other public needs will be completed by the City as the cemetery is extended to this area.

Sanitary Sewer – The cemetery is already served by the sanitary sewer infrastructure along E. 12th Street. The City will extend service lines to this area, as needed, when the cemetery is expanded.

Properties with a private system can maintain that system until such time that it would fail. When the system fails, the property owner will be required to connect to the City's infrastructure (City Code of Ordinance [Sec. 32-509](#)).

Gas – Hastings Utilities' gas lines are located in the area along N. Elm Avenue and E 12th Street and can be extended to the area by the City, as needed.

Electricity - Hastings Utilities' electrical lines are located in the area along N. Elm Avenue and E 12th Street and can be extended to the area by the City, as needed.

Access to Public Roads – The site can gain access to N. Elm Avenue via internal driveways in the cemetery.

Public Safety – Being that the land is outside of the City limits, the technical jurisdiction for fire, EMS, and law enforcement services are from Hastings Rural Volunteer Fire Department and Adams County Sheriff's Office. However, the Hastings Fire Department responds at the request of Hastings Rural for any fire

incidents, and provides ambulance transport by contract, in the event of an emergency call to the property. Similarly, if a violent incident occurs on the property, the Hastings Police Department would respond at the request of the Adams County Sheriff's Office. If this property was annexed into the Corporate limits, both Hastings Fire and Hastings Police Department would serve the property without requiring additional personnel, equipment, or new stations.

Summary of Cost To Extend Services:

[Nebraska Revised Statute 16-117](#) requires that the City Council wishing to annex land into the corporate limits must adopt a plan that:

“...contains sufficient detail to provide a reasonable person with a full and complete understanding of the proposal for extending city services to the land proposed for annexation. The plan shall (a) state the estimated cost impact of providing the services to such land, (b) state the method by which the city plans to finance the extension of services to the land and how any services already provided to the land will be maintained, (c) include a timetable for extending services to the land proposed for annexation, and (d) include a map drawn to scale clearly delineating the land proposed for annexation, the current boundaries of the city, the proposed boundaries of the city after the annexation, and the general land-use pattern in the land proposed for annexation.

As previously described, this land is to be a future expansion of the Parkview Cemetery. access to utilities, public roadways, and emergency and protective services are readily available and in the immediate area. The City will extend services, as needed, when the cemetery is expanded in this area.

Potential Tax Implications:

This land is owned by the City of Hastings, which makes it tax exempt from property taxes. There are not implications for potential taxes with the current ownership.

Summary:

The use of the property is undeveloped land intended for a future expansion of the Parkview Cemetery. There are no buildings or developments on the site. If annexed, it would be recommended to remain as A, Agricultural District or could be rezoned to R-1 to make the rest of the cemetery land..

The property is next to properties or public right-of-way within the City of Hastings. The property gains access to the public right-of-way maintained by the City of Hastings. Public utilities are in the immediate area to serve the site if requested. The site is within both Hastings Fire Department and Hastings Police Department response areas and can be served without requiring additional personnel, equipment, or stations.

Staff Recommendation

As discussed, the site is owned by the City of Hastings and is intended to be used for a future expansion of the Parkview Cemetery. Considering, City staff is recommending that this property be annexed into the City.

If the Planning Commission would like to recommend to the Mayor and City Council that the properties should be annexed into the City limits, they should clearly articulate the findings of their decision.

Area #2 – Industrial Park North Area Individual Property Research Sheets

500 E 39th St
Southwest of the Intersection of
East 39th Street and Yost Avenue

Owner: KBD Properties, LLC

Subject Site:

The subject site is a generally flat piece of land made up of two tracts of land that total approximately 1.66 acres in area. The site consists of one large industrial building generally located in the center of the site.

The properties generally along Yost Avenue are not in the City limits. Properties surrounding this general area are within the corporate limits of Hastings.

The Yost Avenue area can be considered a donut hole in the corporate limits. The reason for this donut hole is in part due to this property and the surrounding industrial area being designated as an Adams County Industrial Area in 2006. Before the County designation, an agreement between the City of Hastings and Adams County established a timeline to annex these properties into the City limits. Generally speaking, N.R.S. 13-1115 allows this type of agreement as an acceptable exemption from the prohibition of being annexed into the municipal limits.



The agreement between the County and City (attached) states:

- (A) No public roads, roadways, easements for roads, or other public rights of way shall be deemed to be within the boundaries of the County Industrial Area.
- (B) The real estate shall be subject to annexation in five annual increments, the first of which shall be eligible for annexation after the earlier of ten years after the development of the property or seventeen (17) years from the date of this order. If the annexation meets statutory criteria, annexation shall thereafter be accomplished as follows:
 - (i) In each of the five years, the City may annex 20% of the total value of the land and improvements within the County Industrial Area.
 - (ii) The value of each increment shall be determined by dividing the total value of the land and improvements within the County Industrial Area by five.
 - (iii) A metes and bounds survey shall be prepared for the purpose of physically describing each increment.

- (iv) During the month of January in each year during which an increment is to be annexed, the County Board shall release the parcel from the County Industrial Area.
- (C) The ability of the City to annex the tract shall apply to the entire tract included within the County Industrial Area, and no part of the tract shall be expected from the City's right to annex.
- (D) Upon annexation of each increment, said increment shall be considered one tax district within the City; the remaining parcels not yet annexed shall be considered as another separate tax district outside of the City.
- (E) Upon the initial annexation of any increment of the tract, the City will provide police and the protection to the entire County Industrial Area.

According to Adams County records and building permits, the building was established in 2010. As evident by the City limits depicted on the site map, the City proceeded to annex portions of the area, as defined in (B) for some time but stopped in the 2010s. If the site was incrementally annexed, per the agreement, the first annexation would have been in 2020 and the site would have been fully annexed in 2025. It has been 17 years since the date of the order, which would generally make this property eligible for annexation.

The site is within the Adams Central Public Schools District.

Floodplain Information:

The site is in FEMA Zone X, 0.2% Annual Chance Floodplain (500-year floodplain)(Map Panel # 31001C0157C).

City Zoning

- KBD Properties, LLC
- North Indian Park
- City Limits
- Agricultural district
- Urban single family
- Two-family
- Garden apartment

R-3: Multiple-family

- R-1A: Single family large lot
- R-1S: Single family suburban
- R-1S: Urban single family undersized lot
- CMP: Campus institutional
- CZ: Clear zone
- C-1: Local business
- C-2: Central business

C-3: Commercial business

- C-3: Commercial office
- I-1: Light Industrial
- I-2: Heavy Industrial
- AG: Agriculture-County
- FS: Flex Space District
- MU: Mixed Use District
- TA: Transitional Agriculture

of that utility enterprise and pays the standard rate

the immediate area to provide electricity to the site. The company will not be surprised and pays the standard rate for commercial

t Avenue and E. 39th Street by driveways leading to
street are maintained by the City of Hastings.

property owners and Hastings Economic Development
ected by the City's fire and police department once
however, the City's Police Department does not have
mits, regardless of what the agreement states. The
enforcement response to the portion of the property
nd jurisdiction limitations.

es respond to the property as the initial emergency

both Hastings Fire and Hastings Police Department personnel, equipment, or new stations.

If this property was annexed into the Corporate limits, both Hastings Fire and Hastings Police Department would serve the property without requiring additional personnel, equipment, or new stations.

Summary of Cost To Extend Services:

[Nebraska Revised Statute 16-117](#) requires that the City Council wishing to annex land into the corporate limits must adopt a plan that:

“...contains sufficient detail to provide a reasonable person with a full and complete understanding of the proposal for extending city services to the land proposed for annexation. The plan shall (a) state the estimated cost impact of providing the services to such land, (b) state the method by which the city plans to finance the extension of services to the land and how any services already provided to the land will be maintained, (c) include a timetable for extending services to the land proposed for annexation, and (d) include a map drawn to scale clearly delineating the land proposed for annexation, the current boundaries of the city, the proposed boundaries of the city after the annexation, and the general land-use pattern in the land proposed for annexation.

As previously described, access to sanitary sewer, electricity, gas, public roadways, and emergency and protective services are readily available. The property is currently receiving services from these utilities. No extension of utility services is required if this site were to be annexed. Additionally, the site is generally protected by the City of Hastings Fire Department and Police Department per the 2006 agreement. However, any direct response by the Hastings Police Department to the site is limited because of jurisdiction limitations. The City of Hastings would maintain these existing assets through normal budgetary processes, including capital improvement planning.

Potential Tax Implications:

By being annexed into the City of Hastings, an additional mill levy would be added to the tax statement. The following table is an estimation of the potential changes in taxes the property owner may experience by being in the Hastings corporate limits. This information was collected using the current Adams County Assessors public website and estimations by the City’s Finance Department for this year’s tax assessment and mill rate. This amount may change as a result of the normal budget cycle.

Summary:

The use of the property is industrial. It appears to conform to the existing zoning district classification. No known nonconformities of the zoning regulations are witnessed. If annexed, it would be recommended to remain as I-2, Heavy Industrial District.

The property and its neighbors are surrounded by properties and public right-of-way within the City of Hastings. The property gains access to the public rights-of-way maintained by the City of Hastings and receives utility services for water, sanitary sewer, gas, and electricity from Hastings Utilities. The site is within both Hastings Fire Department and Hastings Police Department response areas and can be served without requiring additional personnel, equipment, or stations. Per the 2006 agreement with the Hastings Economic Development Corporation, protection by the Fire Department and Police Department was to occur at least since 2006. However, the Hastings Police Department has no jurisdiction over the area not within the City limits, regardless of the agreement.

The land and surrounding properties were designated as a County Industrial Park in 2006. An agreement with the property owners and the Hastings Economic Development Corporation before the industrial park designation was created to address future annexation of the area and other conditions of the industrial

park. Nebraska Revised Statute 13-1115 prohibits an industrial park from being annexed by a municipality, unless such an agreement was approved. As evident by the City corporate limit, this area was annexed over the years, as stated in the agreement. Sometime in the 2010s, it was determined that the incremental approach was inappropriate and the effort stopped. The building was constructed in 2010. The agreement also states that annexation can occur after 17 years from the signing of the document, which would be 2023.

The property owner's tax assessment for the property is anticipated to increase by approximately \$2,327.78 or 28.77%, based on the 2023-2023 valuation.

Staff Recommendation

Per the agreement, this property would have been partially annexed, starting in 2020 and completely annexed in 2025. It has also been 17 years since the signing of the agreement, which makes this site eligible for annexation. Following through with the annexation of the entire property at this time would generally fulfill the original agreement.

Conversely, not annexing the property into the City limits would maintain a donut hole, which could impact consistent emergency services and law enforcement.

Considering all of these factors, City staff is recommending that these properties be annexed into the City.

If the Planning Commission would like to recommend to the Mayor and City Council that the properties should not be annexed into the City limits, they should clearly articulate the findings of their decision.

Property Address			PID			
KBD Properties, LLC			10000126			
Current Value Information						
Land Value	Dwelling Value	Improvement Value	Total Value	Net Taxable Value		
\$ 64,757.00	\$ -	\$ 533,594.00	\$ 598,351.00	\$ 577,871.00		
Tax Information		Current Levy	Current Tax	Annexed Levy	Annexed Tax	% Change?
Ag Society		0.017446	\$ 100.82	0.017446	\$ 100.82	0%
CRA		0.000000	\$ -	0.026000	\$ 150.25	100%
City		0.000000	\$ -	0.424342	\$ 2,452.15	100%
Community College		0.090272	\$ 521.66	0.090272	\$ 521.66	0%
County		0.423456	\$ 2,447.03	0.423456	\$ 2,447.03	0%
ESU 9		0.015000	\$ 86.68	0.015000	\$ 86.68	0%
Fire		0.038805	\$ 224.24	0.000000	\$ -	0%
Library		0.008717	\$ 50.37	0.000000	\$ -	0%
NRD 1 Upper Big Blue		0.022015	\$ 127.22	0.022015	\$ 127.22	0%
SID		0.000000	\$ -	0.000000	\$ -	0%
School Bonds		0.075686	\$ 437.37	0.075686	\$ 437.37	0%
School Districts		0.708894	\$ 4,096.49	0.708894	\$ 4,096.49	0%
TIF		0.000000	\$ -	0.000000	\$ -	0%
Townships		0.000000	\$ -	0.000000	\$ -	0%
Totals		1.400291	\$ 8,091.88	1.803111	\$ 10,419.66	28.77%

3709 Yost Avenue
Approximately 300 South of the Intersection of
East 39th Street and Yost Avenue, on the West Side of Yost Avenue

Owner: Michael Bonifas

Subject Site:

The subject site is a generally flat piece of land that is approximately 1.65 acres in area. The site consists of one large industrial building generally located in the northeast of the site.

The properties generally along Yost Avenue are not in the City limits. Properties surrounding this general area are within the corporate limits of Hastings.

The Yost Avenue area can be considered a donut hole in the corporate limits. The reason for this donut hole is in part due to this property and the surrounding industrial area being designated as an Adams County Industrial Area in 2006. Before the County designation, an agreement between the City of Hastings and Adams County established a timeline to annex these properties into the City limits. Generally speaking, N.R.S. 13-1115 allows this type of agreement as an acceptable exemption from the prohibition of being annexed into the municipal limits.



The agreement between the County and City (attached) states:

- (A) No public roads, roadways, easements for roads, or other public rights of way shall be deemed to be within the boundaries of the County Industrial Area.
- (B) The real estate shall be subject to annexation in five annual increments, the first of which shall be eligible for annexation after the earlier of ten years after the development of the property or seventeen (17) years from the date of this order. If the annexation meets statutory criteria, annexation shall thereafter be accomplished as follows:
 - (i) In each of the five years, the City may annex 20% of the total value of the land and improvements within the County Industrial Area.
 - (ii) The value of each increment shall be determined by dividing the total value of the land and improvements within the County Industrial Area by five.
 - (iii) A metes and bounds survey shall be prepared for the purpose of physically describing each increment.

- (iv) During the month of January in each year during which an increment is to be annexed, the County Board shall release the parcel from the County Industrial Area.
- (C) The ability of the City to annex the tract shall apply to the entire tract included within the County Industrial Area, and no part of the tract shall be expected from the City's right to annex.
- (D) Upon annexation of each increment, said increment shall be considered one tax district within the City; the remaining parcels not yet annexed shall be considered as another separate tax district outside of the City.
- (E) Upon the initial annexation of any increment of the tract, the City will provide police and the protection to the entire County Industrial Area.

According to Adams County records and building permits, the building was established in 2007. As evident by the City limits depicted on the site map, the City proceeded to annex portions of the area, as defined in (B) for some time but stopped in the 2010s. If the site was incrementally annexed, per the agreement, the first annexation would have begun in 2017 and the site would have been fully annexed in 2022. It has been 17 years since the date of the order, which would generally make this property eligible for annexation.

The site is within the Adams Central Public Schools District.

Floodplain Information:

The site is in FEMA Zone X, 0.2% Annual Chance Floodplain (500-year floodplain)(Map Panel # 31001C0157C).

Zoning: The site and surrounding areas to the north, east, south, and west are currently zoned County I-2, Heavy Industrial District.

The potential zoning classification, based on the surrounding area and the current use if the land was annexed into the City would be I-2, Heavy Industrial District.

Public Utilities:

Water – A 10-inch water main is located in the Yost Avenue right-of-way. The site is a customer of Hastings Utilities and receives water at the standard commercial rate inside the city.

Sanitary Sewer – A 10-inch gravity flow sanitary sewer main is located in the Yost Avenue right-of-way that provides service to the site. The business is connected to the City's sanitary sewer infrastructure and is currently a customer of the City's utility at a standard commercial rate.

Gas – A Hastings Utilities' gas line is located in the E. 33rd Street right-of-way. The property is a customer of that utility enterprise and pays the standard rate for commercial property within the City limits.

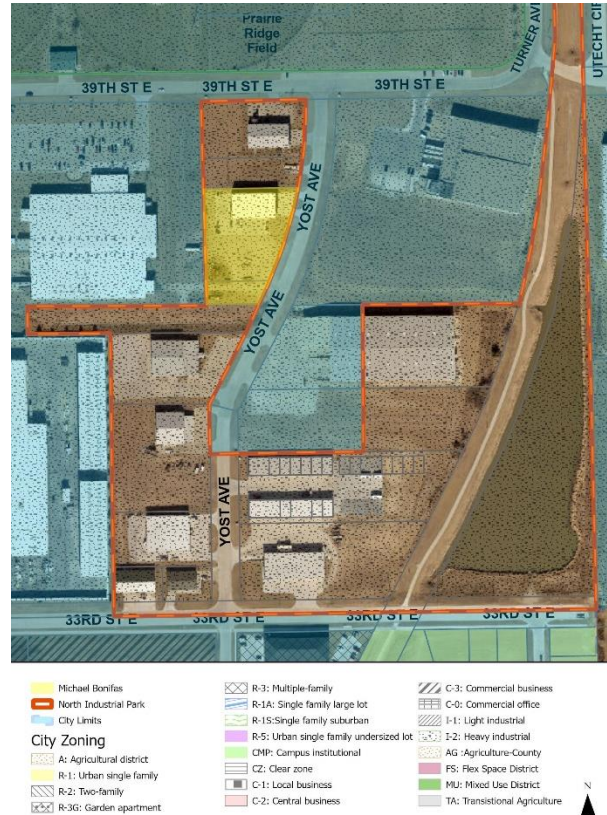
Electricity - Hastings Utilities' has electrical service in the immediate area to provide electricity to the site. The property owner is a customer of the utility enterprise and pays the standard rate for commercial property within the City limits.

Access to Public Roads – The site gains access to Yost Avenue via a circular driveway that serves as a parking lot for the building as well as access to the building's overhead doors. To the south of the building is a gravel storage yard for materials and equipment. Yost Avenue is maintained by the City of Hastings.

Public Safety – Per the 2006 agreement with the property owners and Hastings Economic Development Corporation, the entire industrial park would be protected by the City's fire and police department once any annexation in the industrial park was done. However, the City's Police Department does not have legal jurisdiction over properties not within the City limits, regardless of what the agreement states. The Police Department does patrol this area, but any law enforcement response to the portion of the property is limited because of past incremental annexations and jurisdiction limitations.

Per the agreement, the Hastings Fire Department does respond to the property as the initial emergency response provider.

If this property was annexed into the Corporate limits, both Hastings Fire and Hastings Police Department would serve the property without requiring additional personnel, equipment, or new stations.



Summary of Cost To Extend Services:

[Nebraska Revised Statute 16-117](#) requires that the City Council wishing to annex land into the corporate limits must adopt a plan that:

“...contains sufficient detail to provide a reasonable person with a full and complete understanding of the proposal for extending city services to the land proposed for annexation. The plan shall (a) state the estimated cost impact of providing the services to such land, (b) state the method by which the city plans to finance the extension of services to the land and how any services already provided to the land will be maintained, (c) include a timetable for extending services to the land proposed for annexation, and (d) include a map drawn to scale clearly delineating the land proposed for annexation, the current boundaries of the city, the proposed boundaries of the city after the annexation, and the general land-use pattern in the land proposed for annexation.

As previously described, access to sanitary sewer, electricity, gas, public roadways, and emergency and protective services are readily available. The property is currently receiving services from these utilities. No extension of utility services is required if this site were to be annexed. Additionally, the site is generally protected by the City of Hastings Fire Department and Police Department per the 2006 agreement. However, any direct response by the Hastings Police Department to the site is limited because of jurisdiction limitations. The City of Hastings would maintain these existing assets through normal budgetary processes, including capital improvement planning.

Potential Tax Implications:

By being annexed into the City of Hastings, an additional mill levy would be added to the tax statement. The following table is an estimation of the potential changes in taxes the property owner may experience by being in the Hastings corporate limits. This information was collected using the current Adams County Assessors public website and estimations by the City’s Finance Department for this year’s tax assessment and mill rate. This amount may change as a result of the normal budget cycle.

Summary:

The use of the property is industrial. It appears to conform to the existing zoning district classification. No known nonconformities of the zoning regulations are witnessed. If annexed, it would be recommended to remain as I-2, Heavy Industrial District.

The property and its neighbors are surrounded by properties and public right-of-way within the City of Hastings. The property gains access to the public right-of-way maintained by the City of Hastings and receives utility services for water, sanitary sewer, gas, and electricity from Hastings Utilities. The site is within both Hastings Fire Department and Hastings Police Department response areas and can be served without requiring additional personnel, equipment, or stations. Per the 2006 agreement with the Hastings Economic Development Corporation, protection by the Fire Department and Police Department was to occur at least since 2006. However, the Hastings Police Department has no jurisdiction over the area not within the City limits, regardless of the agreement.

The land and surrounding properties were designated as a County Industrial Park in 2006. An agreement with the property owners and the Hastings Economic Development Corporation before the industrial park designation was created to address future annexation of the area and other conditions of the industrial

park. Nebraska Revised Statute 13-1115 prohibits an industrial park from being annexed by a municipality, unless such an agreement was approved. As evident by the City corporate limit, this area was annexed over the years, as stated in the agreement. Sometime in the 2010s, it was determined that the incremental approach was inappropriate and the effort stopped. The building was constructed in 2007. Had the incremental annexation process continued, the site would have begun being annexed in 2017 and fully annexed in 2022.

The property owner's tax assessment for the property is anticipated to increase by approximately \$4,378.30 or 28.77%, based on the 2023-2023 valuation.

Staff Recommendation

Per the agreement, this property would have been partially annexed, starting in 2017 and completely annexed in 2022. Following through with the annexation of the entire property at this time would generally fulfill the original agreement.

Conversely, not annexing the property into the City limits would maintain a donut hole, which could impact consistent emergency services and law enforcement.

Considering all of these factors, City staff is recommending that these properties be annexed into the City.

If the Planning Commission would like to recommend to the Mayor and City Council that the properties should not be annexed into the City limits, they should clearly articulate the findings of their decision.

Property Address			PID			
Michael Bonifas			#010018182			
Current Value Information						
Land Value	Dwelling Value	Improvement Value	Total Value	Net Taxable Value		
\$72,874.00	\$-	\$1,014,041.00	\$1,086,915.00	\$ 1,086,915.00		
Tax Information		Current Levy	Current Tax	Annexed Levy	Annexed Tax	% Change?
Ag Society		0.017446	\$88.82	0.017446	\$ 189.62	11349%
CRA		0.000000	\$-	0.026000	\$ 282.60	100%
City		0.000000	\$-	0.424342	\$ 4,612.24	100%
Community College		0.090272	\$459.56	0.090272	\$ 981.18	0%
County		0.423456	\$2,155.77	0.423456	\$ 4,602.61	0%
ESU 9		0.015000	\$163.04	0.015000	\$ 163.04	0%
Fire		0.038805	\$197.55	0.000000	\$ -	0%
Library		0.008717	\$44.38	0.000000	\$ -	0%
NRD 1 Upper Big Blue		0.022015	\$112.08	0.022015	\$ 239.28	0%
SID		0.000000	\$-	0.000000	\$ -	0%
School Bonds		0.075686	\$385.31	0.075686	\$ 822.64	0%
School Districts		0.708894	\$3,608.90	0.708894	\$ 7,705.08	0%
TIF		0.000000	\$-	0.000000	\$ -	0%
Townships		0.000000	\$-	0.000000	\$ -	0%
Totals		1.400291	\$15,219.98	1.824	\$ 19,598.28	28.77%

3401 Yost Avenue
Approximately 300 North of the Intersection of
East 33rd Street and Yost Avenue, on the West Side of Yost Avenue

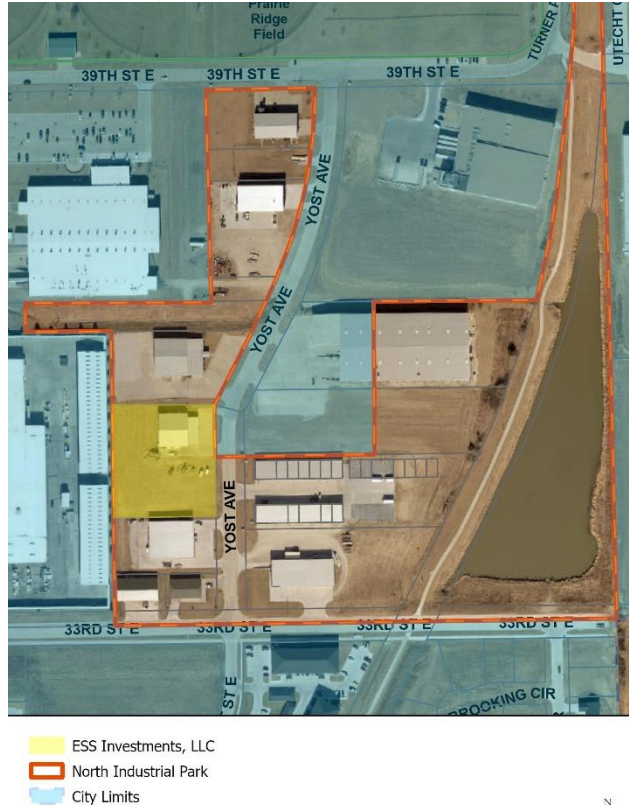
Owner: ESS Investments, LLC

Subject Site:

The subject site is a generally flat piece of land that is approximately 1.97 acres in area. The site consists of one large industrial building generally located in the northeast of the site.

The properties generally along Yost Avenue are not in the City limits. Properties surrounding this general area are within the corporate limits of Hastings.

The Yost Avenue area can be considered a donut hole in the corporate limits. The reason for this donut hole is in part due to this property and the surrounding industrial area being designated as an Adams County Industrial Area in 2006. Before the County designation, an agreement between the City of Hastings and Adams County established a timeline to annex these properties into the City limits. Generally speaking, N.R.S. 13-1115 allows this type of agreement as an acceptable exemption from the prohibition of being annexed into the municipal limits.



The agreement between the County and City (attached) states:

- (A) No public roads, roadways, easements for roads, or other public rights of way shall be deemed to be within the boundaries of the County Industrial Area.
- (B) The real estate shall be subject to annexation in five annual increments, the first of which shall be eligible for annexation after the earlier of ten years after the development of the property or seventeen (17) years from the date of this order. If the annexation meets statutory criteria, annexation shall thereafter be accomplished as follows:
 - (i) In each of the five years, the City may annex 20% of the total value of the land and improvements within the County Industrial Area.
 - (ii) The value of each increment shall be determined by dividing the total value of the land and improvements within the County Industrial Area by five.
 - (iii) A metes and bounds survey shall be prepared for the purpose of physically describing each increment.

- (iv) During the month of January in each year during which an increment is to be annexed, the County Board shall release the parcel from the County Industrial Area.
- (C) The ability of the City to annex the tract shall apply to the entire tract included within the County Industrial Area, and no part of the tract shall be expected from the City's right to annex.
- (D) Upon annexation of each increment, said increment shall be considered one tax district within the City; the remaining parcels not yet annexed shall be considered as another separate tax district outside of the City.
- (E) Upon the initial annexation of any increment of the tract, the City will provide police and the protection to the entire County Industrial Area.

According to Adams County records and building permits, the building was established in 2010. As evident by the City limits depicted on the site map, the City proceeded to annex portions of the area, as defined in (B) for some time but stopped in the 2010s. If the site was incrementally annexed, per the agreement, the first annexation would have been in 2020 and the site would have been fully annexed in 2025. It has been 17 years since the date of the order, which would generally make this property eligible for annexation.

The site is within the Adams Central Public Schools District.

Floodplain Information:

The site is in FEMA Zone X, 0.2% Annual Chance Floodplain (500-year floodplain)(Map Panel # 31001C0157C).

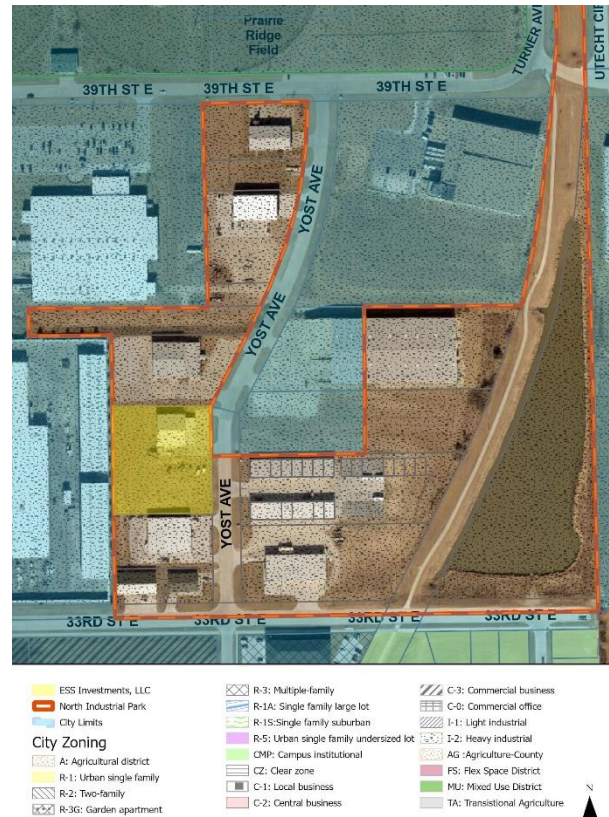
Zoning: The site and surrounding areas to the east, north, and west are currently zoned County I-2, Heavy Industrial District.

The properties to the south, across E 33rd Street, are a mix of City C-3, Commercial Business District, City R-3 Multiple-Family Residential District, and City R-1, Single-Family Residential District. The residential-zoned properties are part of the Trail Ridge Neighborhood.

The potential zoning classification, based on the surrounding area and the current use if the land was annexed into the City would be I-2, Heavy Industrial District.

Public Utilities:

Water – A 10-inch water main is located in the Yost Avenue right-of-way. The site is a customer of Hastings Utilities and receives water at the standard commercial rate inside the city.



Sanitary Sewer – A 10-inch gravity flow sanitary sewer main is located in the Yost Avenue right-of-way that provides service to the site. The business is connected to the City’s sanitary sewer infrastructure and is currently a customer of the City’s utility at a standard commercial rate.

Gas – A Hastings Utilities’ gas line is located in the E. 33rd Street right-of-way. The property is a customer of that utility enterprise and pays the standard rate for commercial property within the City limits.

Electricity - Hastings Utilities’ has electrical service in the immediate area to provide electricity to the site. The property owner is a customer of the utility enterprise and pays the standard rate for commercial property within the City limits.

Access to Public Roads – The site gains access to Yost Avenue via a circular driveway that serves as a parking lot for the building as well as access to the building’s overhead doors. Yost Avenue is maintained by the City of Hastings.

Public Safety – Per the 2006 agreement with the property owners and Hastings Economic Development Corporation, the entire industrial park would be protected by the City’s fire and police department once any annexation in the industrial park was done. However, the City’s Police Department does not have legal jurisdiction over properties not within the City limits, regardless of what the agreement states. The Police Department does patrol this area, but any law enforcement response to the portion of the property is limited because of past incremental annexations and jurisdiction limitations.

Per the agreement, the Hastings Fire Department does respond to the property as the initial emergency response provider.

If this property was annexed into the Corporate limits, both Hastings Fire and Hastings Police Department would serve the property without requiring additional personnel, equipment, or new stations.

Summary of Cost To Extend Services:

[Nebraska Revised Statute 16-117](#) requires that the City Council wishing to annex land into the corporate limits must adopt a plan that:

“...contains sufficient detail to provide a reasonable person with a full and complete understanding of the proposal for extending city services to the land proposed for annexation. The plan shall (a) state the estimated cost impact of providing the services to such land, (b) state the method by which the city plans to finance the extension of services to the land and how any services already provided to the land will be maintained, (c) include a timetable for extending services to the land proposed for annexation, and (d) include a map drawn to scale clearly delineating the land proposed for annexation, the current boundaries of the city, the proposed boundaries of the city after the annexation, and the general land-use pattern in the land proposed for annexation.

As previously described, access to sanitary sewer, electricity, gas, public roadways, and emergency and protective services are readily available. The property is currently receiving services from these utilities. No extension of utility services is required if this site were to be annexed. Additionally, the site is generally protected by the City of Hastings Fire Department and Police Department per the 2006 agreement. However, any direct response by the Hastings Police Department to the site is limited because of jurisdiction limitations. The City of Hastings would maintain these existing assets through normal budgetary processes, including capital improvement planning.

Potential Tax Implications:

By being annexed into the City of Hastings, an additional mill levy would be added to the tax statement. The following table is an estimation of the potential changes in taxes the property owner may experience by being in the Hastings corporate limits. This information was collected using the current Adams County Assessors public website and estimations by the City’s Finance Department for this year’s tax assessment and mill rate. This amount may change as a result of the normal budget cycle.

Summary:

The use of the property is industrial. It appears to conform to the existing zoning district classification. No known nonconformities of the zoning regulations are witnessed. If annexed, it would be recommended to remain as I-2, Heavy Industrial District.

The property and its neighbors are surrounded by properties and public right-of-way within the City of Hastings. The property gains access to the public right-of-way maintained by the City of Hastings and receives utility services for water, sanitary sewer, gas, and electricity from Hastings Utilities. The site is within both Hastings Fire Department and Hastings Police Department response areas and can be served without requiring additional personnel, equipment, or stations. Per the 2006 agreement with the Hastings Economic Development Corporation, protection by the Fire Department and Police Department was to occur at least since 2006. However, the Hastings Police Department has no jurisdiction over the area not within the City limits, regardless of the agreement.

The land and surrounding properties were designated as a County Industrial Park in 2006. An agreement with the property owners and the Hastings Economic Development Corporation before the industrial park designation was created to address future annexation of the area and other conditions of the industrial park. Nebraska Revised Statute 13-1115 prohibits an industrial park from being annexed by a municipality, unless such an agreement was approved. As evident by the City corporate limit, this area was annexed over the years, as stated in the agreement. Sometime in the 2010s, it was determined that the incremental approach was inappropriate and the effort stopped. It has been over 17 years since the agreement was created, making the area eligible for annexation per Item B of the agreement.

The property owner's tax assessment for the property is anticipated to increase by approximately \$2,505.71 or 28.77%, based on the 2023-2023 valuation.

Staff Recommendation

Per the agreement, this property would have been partially annexed, starting in 2020. Following through with the annexation of the entire property at this time would generally fulfill the original agreement.

Conversely, not annexing the property into the City limits would maintain a donut hole, which could impact consistent emergency services and law enforcement.

Considering all of these factors, City staff is recommending that these properties be annexed into the City.

If the Planning Commission would like to recommend to the Mayor and City Council that the properties should not be annexed into the City limits, they should clearly articulate the findings of their decision.

Property Address			PID			
ESS Investments LLC			#010017693			
Current Value Information						
Land Value	Dwelling Value	Improvement Value	Total Value	Net Taxable Value		
\$ 86,772.00	\$ -	\$ 422,317.00	\$ 509,089.00	\$ 509,089.00		
Tax Information		Current Levy	Current Tax	Annexed Levy	Annexed Tax	% Change?
Ag Society		0.017446	\$ 88.82	0.017446	\$ 88.82	0%
CRA		0.000000	\$ -	0.026000	\$ 132.36	100%
City		0.000000	\$ -	0.424342	\$ 2,160.28	100%
Community College		0.090272	\$ 459.56	0.090272	\$ 459.56	0%
County		0.423456	\$ 2,155.77	0.423456	\$ 2,155.77	0%
ESU 9		0.015000	\$ 76.36	0.015000	\$ 76.36	0%
Fire		0.038805	\$ 197.55	0.000000	\$ -	0%
Library		0.008717	\$ 44.38	0.000000	\$ -	0%
NRD 1 Upper Big Blue		0.022015	\$ 112.08	0.022015	\$ 112.08	0%
SID		0.000000	\$ -	0.000000	\$ -	0%
School Bonds		0.075686	\$ 385.31	0.075686	\$ 385.31	0%
School Districts		0.708894	\$ 3,608.90	0.708894	\$ 3,608.90	0%
TIF		0.000000	\$ -	0.000000	\$ -	0%
Townships		0.000000	\$ -	0.000000	\$ -	0%
Totals		1.400291	\$ 7,128.73	1.803111	\$ 9,179.44	28.77%

3307 Yost Avenue
Approximately 150 North of the Intersection of
East 33rd Street and Yost Avenue, on the West Side of Yost Avenue

Owner: L & P Commercial Rentals LLC

Subject Site:

The subject site is a generally flat piece of land that is approximately 1.0 acres in area. The site consists of one large industrial building generally located in the center of the site.

The properties generally along Yost Avenue are not in the City limits. Properties surrounding this general area are within the corporate limits of Hastings.

The Yost Avenue area can be considered a donut hole in the corporate limits. The reason for this donut hole is in part due to this property and the surrounding industrial area being designated as an Adams County Industrial Area in 2006. Before the County designation, an agreement between the City of Hastings and Adams County established a timeline to annex these properties into the City limits. Generally speaking, N.R.S. 13-1115 allows this type of agreement as an acceptable exemption from the prohibition of being annexed into the municipal limits.



The agreement between the County and City (attached) states:

- (A) No public roads, roadways, easements for roads, or other public rights of way shall be deemed to be within the boundaries of the County Industrial Area.
- (B) The real estate shall be subject to annexation in five annual increments, the first of which shall be eligible for annexation after the earlier of ten years after the development of the property or seventeen (17) years from the date of this order. If the annexation meets statutory criteria, annexation shall thereafter be accomplished as follows:
 - (i) In each of the five years, the City may annex 20% of the total value of the land and improvements within the County Industrial Area.
 - (ii) The value of each increment shall be determined by dividing the total value of the land and improvements within the County Industrial Area by five.
 - (iii) A metes and bounds survey shall be prepared for the purpose of physically describing each increment.

- (iv) During the month of January in each year during which an increment is to be annexed, the County Board shall release the parcel from the County Industrial Area.
- (C) The ability of the City to annex the tract shall apply to the entire tract included within the County Industrial Area, and no part of the tract shall be expected from the City's right to annex.
- (D) Upon annexation of each increment, said increment shall be considered one tax district within the City; the remaining parcels not yet annexed shall be considered as another separate tax district outside of the City.
- (E) Upon the initial annexation of any increment of the tract, the City will provide police and the protection to the entire County Industrial Area.

According to Adams County records and building permits, the building was established in 2019. As evident by the City limits depicted on the site map, the City proceeded to annex portions of the area, as defined in (B) for some time but stopped in the 2010s. If the incremental annexation effort had continued, the property would have begun the effort in 2029 and it would have been completely annexed in 2034. It has been 17 years since the date of the order, which would make this property eligible for annexation.

The site is within the Adams Central Public Schools District.

Floodplain Information:

The site is in FEMA Zone X, 0.2% Annual Chance Floodplain (500-year floodplain)(Map Panel # 31001C0157C).

Zoning: The site and surrounding areas to the east, north, and west are currently zoned County I-2, Heavy Industrial District.

The properties to the south, across E 33rd Street, are a mix of City C-3, Commercial Business District, City R-3 Multiple-Family Residential District, and City R-1, Single-Family Residential District. The residential-zoned properties are part of the Trail Ridge Neighborhood.

The potential zoning classification, based on the surrounding area and the current use if the land was annexed into the City would be I-2, Heavy Industrial District.

Public Utilities:

Water – A 10-inch water main is located in the Yost Avenue right-of-way. The site is a customer of Hastings Utilities and receives water at the standard commercial rate inside the city.

Sanitary Sewer – A 10-inch gravity flow sanitary sewer main is located in the Yost Avenue right-of-way that provides service to the site. The business is connected to the City's sanitary sewer infrastructure and is currently a customer of the City's utility at a standard commercial rate.

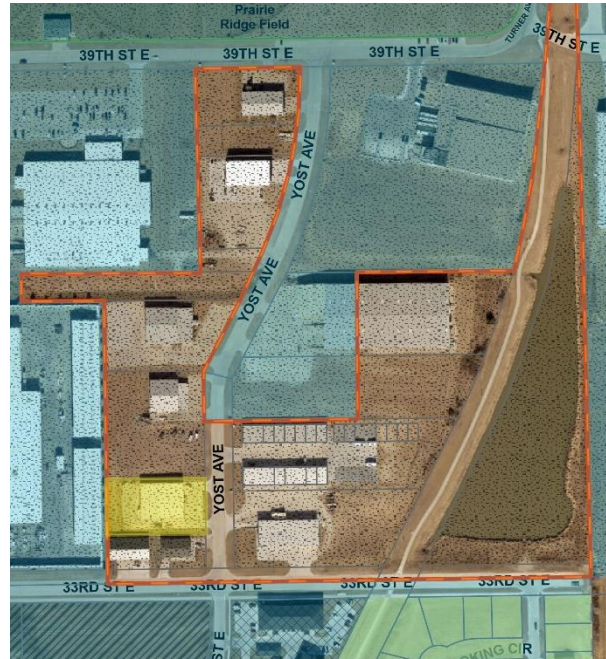
Gas – A Hastings Utilities' gas line is located in the E. 33rd Street right-of-way. The property is a customer of that utility enterprise and pays the standard rate for commercial property within the City limits.

Electricity - Hastings Utilities' has electrical service in the immediate area to provide electricity to the site. The property owner is a customer of the utility enterprise and pays the standard rate for commercial property within the City limits.

Access to Public Roads – The site gains access to Yost Avenue via a circular driveway that serves as a parking lot for the building as well as access to the building's overhead doors. Yost Avenue is maintained by the City of Hastings.

Public Safety – Per the 2006 agreement with the property owners and Hastings Economic Development Corporation, the entire industrial park would be protected by the City's fire and police department once any annexation in the industrial park was done. However, the City's Police Department does not have legal jurisdiction over properties not within the City limits, regardless of what the agreement states. The Police Department does patrol this area, but any law enforcement response to the portion of the property is limited because of past incremental annexations and jurisdiction limitations.

Per the agreement, the Hastings Fire Department does respond to the property as the initial emergency response provider.



- L & P Commercial Rentals, LLC - Yost Avenue Area - City Limits	- R-3: Multiple-family - R-1A: Single family large lot - R-1S: Single family suburban - R-5: Urban single family undersized lot - CHP: Campus institutional - CZ: Clear zone - C-1: Local business - C-2: Central business	- C-3: Commercial business - C-6: Commercial office - I-1: Light industrial - I-2: Heavy industrial - AG: Agriculture-Country - FS: Flex Space District - MU: Mixed Use District - TA: Transitional Agriculture
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If this property was annexed into the Corporate limits, both Hastings Fire and Hastings Police Department would serve the property without requiring additional personnel, equipment, or new stations.

Summary of Cost To Extend Services:

[Nebraska Revised Statute 16-117](#) requires that the City Council wishing to annex land into the corporate limits must adopt a plan that:

“...contains sufficient detail to provide a reasonable person with a full and complete understanding of the proposal for extending city services to the land proposed for annexation. The plan shall (a) state the estimated cost impact of providing the services to such land, (b) state the method by which the city plans to finance the extension of services to the land and how any services already provided to the land will be maintained, (c) include a timetable for extending services to the land proposed for annexation, and (d) include a map drawn to scale clearly delineating the land proposed for annexation, the current boundaries of the city, the proposed boundaries of the city after the annexation, and the general land-use pattern in the land proposed for annexation.

As previously described, access to sanitary sewer, electricity, gas, public roadways, and emergency and protective services are readily available. The property is currently receiving services from these utilities. No extension of utility services is required if this site were to be annexed. Additionally, the site is generally protected by the City of Hastings Fire Department and Police Department per the 2006 agreement. However, any direct response by the Hastings Police Department to the site is limited because of jurisdiction limitations. The City of Hastings would maintain these existing assets through normal budgetary processes, including capital improvement planning.

Potential Tax Implications:

By being annexed into the City of Hastings, an additional mill levy would be added to the tax statement. The following table is an estimation of the potential changes in taxes the property owner may experience by being in the Hastings corporate limits. This information was collected using the current Adams County Assessors public website and estimations by the City’s Finance Department for this year’s tax assessment and mill rate. This amount may change as a result of the normal budget cycle.

Summary:

The use of the property is industrial. It appears to conform to the existing zoning district classification. No known nonconformities of the zoning regulations are witnessed. If annexed, it would be recommended to remain as I-2, Heavy Industrial District.

The property and its neighbors are surrounded by properties and public right-of-way within the City of Hastings. The property gains access to the public right-of-way maintained by the City of Hastings and receives utility services for water, sanitary sewer, gas, and electricity from Hastings Utilities. The site is within both Hastings Fire Department and Hastings Police Department response areas and can be served without requiring additional personnel, equipment, or stations. Per the 2006 agreement with the Hastings Economic Development Corporation, protection by the Fire Department and Police Department was to occur at least since 2006. However, the Hastings Police Department has no jurisdiction over the area not within the City limits, regardless of the agreement.

The land and surrounding properties were designated as a County Industrial Park in 2006. An agreement with the property owners and the Hastings Economic Development Corporation before the industrial park designation was created to address future annexation of the area and other conditions of the industrial park. Nebraska Revised Statute 13-1115 prohibits an industrial park from being annexed by a municipality, unless such an agreement was approved. As evident by the City corporate limit, this area was annexed over the years, per the agreement. Sometime in the 2010s, it was determined that the incremental approach was inappropriate and the effort stopped. It has been over 17 years since the agreement was created, making the area eligible for annexation per Item B of the agreement.

The property owner's tax assessment for the property is anticipated to increase by approximately \$2,546.88 or 28.77%, based on the 2023-2023 valuation.

Staff Recommendation

Per the agreement, this property was to be annexed in 2023. Following through with the annexation of the entire property at this time would fulfill the original agreement.

Conversely, not annexing the property into the City limits would maintain a donut hole, which could impact consistent emergency services and law enforcement.

Considering all of these factors, City staff is recommending that these properties be annexed into the City.

If the Planning Commission would like to recommend to the Mayor and City Council that the properties should not be annexed into the City limits, they should clearly articulate the findings of their decision.

Property Address			PID			
3307 YOST AVENUE			#010018192			
Current Value Information						
Land Value	Dwelling Value	Improvement Value	Total Value	Net Taxable Value		
\$ 62,065.00	\$ -	\$ 570,198.00	\$ 632,263.00	\$ 632,263.00		
Tax Information		Current Levy	Current Tax	Annexed Levy	Annexed Tax	% Change?
Ag Society		0.017446	\$ 110.30	0.017446	\$ 110.30	0%
CRA		0.000000	\$ -	0.026000	\$ 164.39	100%
City		0.000000	\$ -	0.424342	\$ 2,682.96	100%
Community College		0.090272	\$ 570.76	0.090272	\$ 570.76	0%
County		0.423456	\$ 2,677.36	0.423456	\$ 2,677.36	0%
ESU 9		0.015000	\$ 94.84	0.015000	\$ 94.84	0%
Fire		0.038805	\$ 245.35	0.000000	\$ -	0%
Library		0.008717	\$ 55.11	0.000000	\$ -	0%
NRD 1 Upper Big Blue		0.022015	\$ 139.19	0.022015	\$ 139.19	0%
SID		0.000000	\$ -	0.000000	\$ -	0%
School Bonds		0.075686	\$ 478.53	0.075686	\$ 478.53	0%
School Districts		0.708894	\$ 4,482.07	0.708894	\$ 4,482.07	0%
TIF		0.000000	\$ -	0.000000	\$ -	0%
Townships		0.000000	\$ -	0.000000	\$ -	0%
Totals		1.400291	\$ 8,853.52	1.803111	\$ 11,400.40	28.77%

415 E 33rd Street
Approximately 200 Feet West of the Intersection
of East 33rd Street and Yost Avenue

Owner: Harold Korb Trust

Subject Site:

The subject site is a generally flat piece of land that is approximately .32 acres in area. The site consists of one industrial building located in the northwest corner of the site.

The properties to the south and west of the site are located within City limits. The properties generally along Yost Avenue are not in the City limits. This area can be considered a donut hole in the corporate limits. The reason for this donut hole is in part due to this property and the surrounding industrial area being designated as an Adams County Industrial Area in 2006. Before the County designation, an agreement between the City of Hastings and Adams County established a timeline to annex these properties into the City limits. Generally speaking, N.R.S. 13-1115 allows this type of agreement as an acceptable exemption from the prohibition of being annexed into the municipal limits.



The agreement between the County and City (attached) states:

- (A) No public roads, roadways, easements for roads, or other public rights of way shall be deemed to be within the boundaries of the County Industrial Area.
- (B) The real estate shall be subject to annexation in five annual increments, the first of which shall be eligible for annexation after the earlier of ten years after the development of the property or seventeen (17) years from the date of this order. If the annexation meets statutory criteria, annexation shall thereafter be accomplished as follows:
 - (i) In each of the five years, the City may annex 20% of the total value of the land and improvements within the County Industrial Area.
 - (ii) The value of each increment shall be determined by dividing the total value of the land and improvements within the County Industrial Area by five.
 - (iii) A metes and bounds survey shall be prepared for the purpose of physically describing each increment.
 - (iv) During the month of January in each year during which an increment is to be annexed, the County Board shall release the parcel from the County Industrial Area.

- (C) The ability of the City to annex the tract shall apply to the entire tract included within the County Industrial Area, and no part of the tract shall be expected from the City's right to annex.
- (D) Upon annexation of each increment, said increment shall be considered one tax district within the City; the remaining parcels not yet annexed shall be considered as another separate tax district outside of the City.
- (E) Upon the initial annexation of any increment of the tract, the City will provide police and the protection to the entire County Industrial Area.

According to Adams County records and building permits, the building was established in 2020. As evident by the City limits depicted on the site map, the City proceeded to annex portions of the area, as defined in (B) for some time but stopped in the 2010s. It has been 17 years since the date of the order, which would make this property eligible for annexation.

The site is within the Adams Central Public Schools District.

Floodplain Information:

The site is in FEMA Zone X, 0.2% Annual Chance Floodplain (500-year floodplain)(Map Panel # 31001C0157C).

Zoning: The site and surrounding areas to the east, north, and west are currently zoned County I-2, Heavy Industrial District.

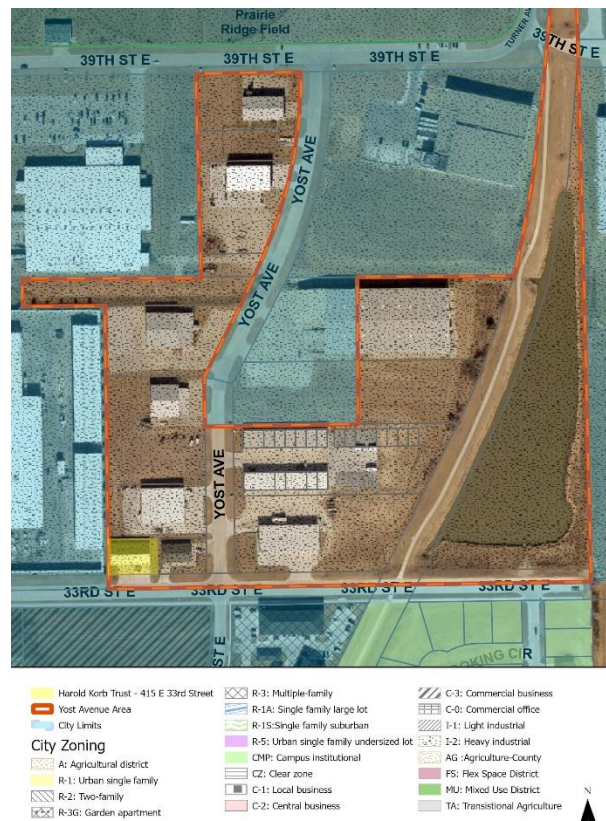
The properties to the south, across E 33rd Street, are a mix of City C-3, Commercial Business District, City R-3 Multiple-Family Residential District, and City R-1, Single-Family Residential District. The residential-zoned properties are part of the Trail Ridge Neighborhood.

The potential zoning classification, based on the surrounding area and the current use if the land was annexed into the City would be I-2, Heavy Industrial District.

Public Utilities:

Water – A 10-inch water main is located in the W. 33rd Street rights-of-way. The site is a customer of Hastings Utilities and receives water at the standard commercial rate inside the city.

Sanitary Sewer – A 10-inch gravity flow sanitary sewer main is located in the E. 33rd Street right-of-way that provides service to the site. The business is connected to the City's sanitary sewer infrastructure and is currently a customer of the City's utility at a standard commercial rate.



Gas – A Hastings Utilities’ gas line is located in the E. 33rd Street right-of-way. The property is a customer of that utility enterprise and pays the standard rate for commercial property within the City limits.

Electricity - Hastings Utilities’ has electrical service in the immediate area to provide electricity to the site. The property owner is a customer of the utility enterprise and pays the standard rate for commercial property within the City limits.

Access to Public Roads – The site has one large driveway onto E. 33rd Street, which is maintained by the City of Hastings.

Public Safety – Per the 2006 agreement with the property owners and Hastings Economic Development Corporation, the entire industrial park would be protected by the City’s fire and police department once any annexation in the industrial park was done. However, the City’s Police Department does not have legal jurisdiction over properties not within the City limits, regardless of what the agreement states. The Police Department does patrol this area, but any law enforcement response to the portion of the property is limited because of past incremental annexations and jurisdiction limitations.

Per the agreement, the Hastings Fire Department does respond to the property as the initial emergency response provider.

If this property was annexed into the Corporate limits, both Hastings Fire and Hastings Police Department would serve the property without requiring additional personnel, equipment, or new stations.

Summary of Cost To Extend Services:

[Nebraska Revised Statute 16-117](#) requires that the City Council wishing to annex land into the corporate limits must adopt a plan that:

“...contains sufficient detail to provide a reasonable person with a full and complete understanding of the proposal for extending city services to the land proposed for annexation. The plan shall (a) state the estimated cost impact of providing the services to such land, (b) state the method by which the city plans to finance the extension of services to the land and how any services already provided to the land will be maintained, (c) include a timetable for extending services to the land proposed for annexation, and (d) include a map drawn to scale clearly delineating the land proposed for annexation, the current boundaries of the city, the proposed boundaries of the city after the annexation, and the general land-use pattern in the land proposed for annexation.

As previously described, access to sanitary sewer, electricity, gas, public roadways, and emergency and protective services are readily available. The property is currently receiving services from these utilities. No extension of utility services is required if this site were to be annexed. Additionally, the site is generally protected by the City of Hastings Fire Department and Police Department per the 1987 agreement. However, any direct response by the Hastings Police Department to the site is limited because of jurisdiction limitations. The City of Hastings would maintain these existing assets through normal budgetary processes, including capital improvement planning.

Potential Tax Implications:

By being annexed into the City of Hastings, an additional mill levy would be added to the tax statement. The following table is an estimation of the potential changes in taxes the property owner may experience by being in the Hastings corporate limits. This information was collected using the current Adams County Assessors public website and estimations by the City's Finance Department for this year's tax assessment and mill rate. This amount may change as a result of the normal budget cycle.

Summary:

The use of the property is industrial. It appears to conform to the existing zoning district classification. No known nonconformities of the zoning regulations are witnessed. If annexed, it would be recommended to remain as I-2, Heavy Industrial District.

The property is surrounded by properties and public right-of-way within the City of Hastings. The property gains access to the public right-of-way maintained by the City of Hastings and receives utility services for water, sanitary sewer, gas, and electricity from Hastings Utilities. The site is within both Hastings Fire Department and Hastings Police Department response areas and can be served without requiring additional personnel, equipment, or stations. Per the 2006 agreement with the Hastings Economic Development Corporation, protection by the Fire Department and Police Department was to occur at least since 2006. However, the Hastings Police Department has no jurisdiction over the area not within the City limits, regardless of the agreement.

The land and surrounding properties were designated as a County Industrial Park in 2006. An agreement with the property owners and the Hastings Economic Development Corporation before the industrial park designation was created to address future annexation of the area and other conditions of the industrial park. Nebraska Revised Statute 13-1115 prohibits an industrial park from being annexed by a municipality, unless such an agreement was approved. As evident by the City corporate limit, this area was annexed over the years, per the agreement. Sometime in the 2010s, it was determined that the incremental approach was inappropriate and the effort stopped. It has been over 17 years since the agreement was created, making the area eligible for annexation per Item B of the agreement. The building was constructed in 2020.

The property owner's tax assessment for the property is anticipated to increase by approximately \$572.24, or 28.77%, based on the 2023-2023 valuation.

Staff Recommendation

Per the agreement, this property was to be annexed in 2023. Following through with the annexation of the entire property at this time would fulfill the original agreement.

Conversely, not annexing the property into the City limits would maintain a donut hole, which could impact consistent emergency services and law enforcement.

Considering all of these factors, City staff is recommending that these properties be annexed into the City.

If the Planning Commission would like to recommend to the Mayor and City Council that the properties should not be annexed into the City limits, they should clearly articulate the findings of their decision.

Property Address		PID				
415 EAST 33RD STREET		#010019010				
Current Value Information						
Land Value	Dwelling Value	Improvement Value	Total Value	Net Taxable Value		
\$ 33,856.00	\$ -	\$ 193,048.00	\$ 226,904.00	\$ 142,059.00		
Tax Information		Current Levy	Current Tax	Annexed Levy	Annexed Tax	% Change?
Ag Society		0.017446	\$ 24.78	0.017446	\$ 24.78	0%
CRA		0.000000	\$ -	0.026000	\$ 36.94	100%
City		0.000000	\$ -	0.424342	\$ 602.82	100%
Community College		0.090272	\$ 128.24	0.090272	\$ 128.24	0%
County		0.423456	\$ 601.56	0.423456	\$ 601.56	0%
ESU 9		0.015000	\$ 21.31	0.015000	\$ 21.31	0%
Fire		0.038805	\$ 55.13	0.000000	\$ -	0%
Library		0.008717	\$ 12.38	0.000000	\$ -	0%
NRD 1 Upper Big Blue		0.022015	\$ 31.27	0.022015	\$ 31.27	0%
SID		0.000000	\$ -	0.000000	\$ -	0%
School Bonds		0.075686	\$ 107.52	0.075686	\$ 107.52	0%
School Districts		0.708894	\$ 1,007.05	0.708894	\$ 1,007.05	0%
TIF		0.000000	\$ -	0.000000	\$ -	0%
Townships		0.000000	\$ -	0.000000	\$ -	0%
Totals		1.400291	\$ 1,989.24	1.803111	\$ 2,561.48	28.77%

3301 Yost Avenue
Northwest of the Intersection of
East 33rd Street and Yost Avenue

Owner: Harold Korb Trust

Subject Site:

The subject site is a generally flat piece of land that is approximately .32 acres in area. The site consists of one industrial building generally located in the center of the site.

The property immediately to the west of the site is in rural Adams County. Other properties to the south and west of the site are located within City limits.

The properties generally along Yost Avenue are not in the City limits. This area can be considered a donut hole in the corporate limits. The reason for this donut hole is in part due to this property and the surrounding industrial area being designated as an Adams County Industrial Area in 2006. Before the County designation, an agreement between the City of Hastings and Adams County established a timeline to annex these properties into the City limits. Generally speaking, N.R.S. 13-1115 allows this type of agreement as an acceptable exemption from the prohibition of being annexed into the municipal limits.



The agreement between the County and City (attached) states:

- (A) No public roads, roadways, easements for roads, or other public rights of way shall be deemed to be within the boundaries of the County Industrial Area.
- (B) The real estate shall be subject to annexation in five annual increments, the first of which shall be eligible for annexation after the earlier of ten years after the development of the property or seventeen (17) years from the date of this order. If the annexation meets statutory criteria, annexation shall thereafter be accomplished as follows:
 - (i) In each of the five years, the City may annex 20% of the total value of the land and improvements within the County Industrial Area.
 - (ii) The value of each increment shall be determined by dividing the total value of the land and improvements within the County Industrial Area by five.
 - (iii) A metes and bounds survey shall be prepared for the purpose of physically describing each increment.

- (iv) During the month of January in each year during which an increment is to be annexed, the County Board shall release the parcel from the County Industrial Area.
- (C) The ability of the City to annex the tract shall apply to the entire tract included within the County Industrial Area, and no part of the tract shall be expected from the City's right to annex.
- (D) Upon annexation of each increment, said increment shall be considered one tax district within the City; the remaining parcels not yet annexed shall be considered as another separate tax district outside of the City.
- (E) Upon the initial annexation of any increment of the tract, the City will provide police and the protection to the entire County Industrial Area.

According to Adams County records and building permits, the building was established in 2011. As evident by the City limits depicted on the site map, the City proceeded to annex portions of the area, as defined in (B) for some time but stopped in the mid-2010s. Had the incremental annexation process continued, the site would have begun the effort in 2021 and the annexation would have been completed in 2026. It has been 17 years since the date of the order, which would make this property eligible for annexation.

The site is within the Adams Central Public Schools District.

Floodplain Information:

The site is in FEMA Zone X, 0.2% Annual Chance Floodplain (500-year floodplain)(Map Panel # 31001C0157C).

Zoning: The site and surrounding areas to the east, north, and west are currently zoned County I-2, Heavy Industrial District.

The properties to the south, across E 33rd Street, are a mix of City C-3, Commercial Business District, City R-3 Multiple-Family Residential District, and City R-1, Single-Family Residential District. The residential-zoned properties are part of the Trail Ridge Neighborhood.

The potential zoning classification, based on the surrounding area and the current use if the land was annexed into the City would be I-2, Heavy Industrial District.

Public Utilities:

Water – A 10-inch water main is located in the W. 33rd Street rights-of-way. The site is a customer of Hastings Utilities and receives water at the standard commercial rate inside the city.

Sanitary Sewer – A 10-inch gravity flow sanitary sewer main is located in the E. 33rd Street right-of-way that provides service to the site. The business is connected to the City's sanitary sewer infrastructure and is currently a customer of the City's utility at a standard commercial rate.

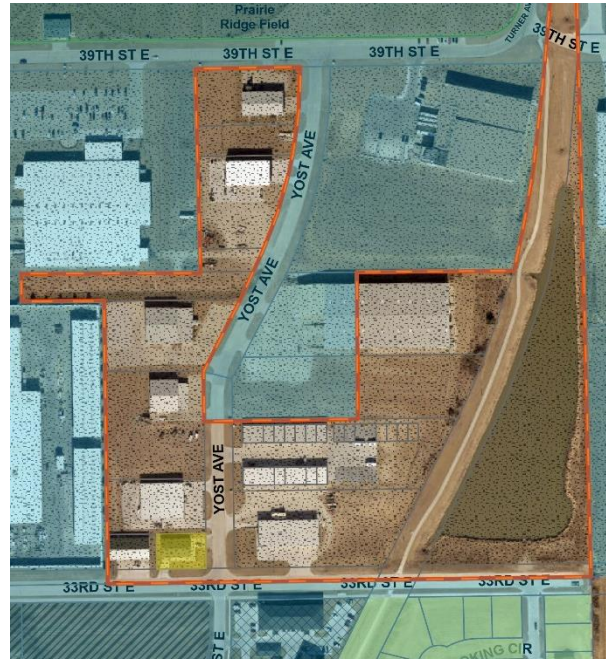
Gas – A Hastings Utilities' gas line is located in the E. 33rd Street right-of-way. The property is a customer of that utility enterprise and pays the standard rate for commercial property within the City limits.

Electricity - Hastings Utilities' has electrical service in the immediate area to provide electricity to the site. The property owner is a customer of the utility enterprise and pays the standard rate for commercial property within the City limits.

Access to Public Roads – The site has one large driveway onto E. 33rd Street, which is maintained by the City of Hastings.

Public Safety – Per the 2006 agreement with the property owners and Hastings Economic Development Corporation, the entire industrial park would be protected by the City's fire and police department once any annexation in the industrial park was done. However, the City's Police Department does not have legal jurisdiction over properties not within the City limits, regardless of what the agreement states. The Police Department does patrol this area, but any law enforcement response to the portion of the property is limited because of past incremental annexations and jurisdiction limitations.

Per the agreement, the Hastings Fire Department does respond to the property as the initial emergency response provider.



Harold Korb Trust - 3301 Yost Avenue	R-3: Multiple-family	C-3: Commercial business
Yost Avenue Area	R-1A: Single family large lot	C-0: Commercial office
City Limits	R-1S: Single family suburban	I-1: Light industrial
City Zoning	R-5: Urban single family undersized lot	I-2: Heavy industrial
A: Agricultural district	CHP: Campus institutional	AG: Agriculture-Country
R-1: Urban single family	CZ: Clear zone	FS: Flex Space District
R-2: Two-family	C-1: Local business	MU: Mixed Use District
R-3G: Garden apartment	C-2: Central business	TA: Transitional Agriculture

If this property was annexed into the Corporate limits, both Hastings Fire and Hastings Police Department would serve the property without requiring additional personnel, equipment, or new stations.

Summary of Cost To Extend Services:

[Nebraska Revised Statute 16-117](#) requires that the City Council wishing to annex land into the corporate limits must adopt a plan that:

“...contains sufficient detail to provide a reasonable person with a full and complete understanding of the proposal for extending city services to the land proposed for annexation. The plan shall (a) state the estimated cost impact of providing the services to such land, (b) state the method by which the city plans to finance the extension of services to the land and how any services already provided to the land will be maintained, (c) include a timetable for extending services to the land proposed for annexation, and (d) include a map drawn to scale clearly delineating the land proposed for annexation, the current boundaries of the city, the proposed boundaries of the city after the annexation, and the general land-use pattern in the land proposed for annexation.

As previously described, access to sanitary sewer, electricity, gas, public roadways, and emergency and protective services are readily available. The property is currently receiving services from these utilities. No extension of utility services is required if this site were to be annexed. Additionally, the site is generally protected by the City of Hastings Fire Department and Police Department per the 2006 agreement. However, any direct response by the Hastings Police Department to the site is limited because of jurisdiction limitations. The City of Hastings would maintain these existing assets through normal budgetary processes, including capital improvement planning.

Potential Tax Implications:

By being annexed into the City of Hastings, an additional mill levy would be added to the tax statement. The following table is an estimation of the potential changes in taxes the property owner may experience by being in the Hastings corporate limits. This information was collected using the current Adams County Assessors public website and estimations by the City’s Finance Department for this year’s tax assessment and mill rate. This amount may change as a result of the normal budget cycle.

Summary:

The use of the property is industrial. It appears to conform to the existing zoning district classification. No known nonconformities of the zoning regulations are witnessed. If annexed, it would be recommended to remain as I-2, Heavy Industrial District.

The property is surrounded by properties and public right-of-way within the City of Hastings. The property gains access to the public right-of-way maintained by the City of Hastings and receives utility services for water, sanitary sewer, gas, and electricity from Hastings Utilities. The site is within both Hastings Fire Department and Hastings Police Department response areas and can be served without requiring additional personnel, equipment, or stations. Per the 2006 agreement with the Hastings Economic Development Corporation, protection by the Fire Department and Police Department was to occur at least since 2006. However, the Hastings Police Department has no jurisdiction over the area not within the City limits, regardless of the agreement.

The land and surrounding properties were designated as a County Industrial Park in 2006. An agreement with the property owners and the Hastings Economic Development Corporation before the industrial park

designation was created to address future annexation of the area and other conditions of the industrial park. Nebraska Revised Statute 13-1115 prohibits an industrial park from being annexed by a municipality, unless such an agreement was approved. As evident by the City corporate limit, this area was annexed over the years, per the agreement. Sometime in the 2010s, it was determined that the incremental approach was inappropriate and the effort stopped. It has been over 17 years since the agreement was created, making the area eligible for annexation per Item B of the agreement.

The property owner's tax assessment for the property is anticipated to increase by approximately \$558.34, or 28.77%, based on the 2023-2023 valuation.

Staff Recommendation

Per the agreement, this property was to be annexed in 2023, as it has been 17 years since the agreement was completed. Following through with the annexation of the entire property at this time would fulfill the original agreement.

Conversely, not annexing the property into the City limits would maintain a donut hole, which could impact consistent emergency services and law enforcement.

Considering all of these factors, City staff is recommending that these properties be annexed into the City.

If the Planning Commission would like to recommend to the Mayor and City Council that the properties should not be annexed into the City limits, they should clearly articulate the findings of their decision.

Property Address			PID			
3301 YOST AVENUE			#010018193			
Current Value Information						
Land Value	Dwelling Value	Improvement Value	Total Value	Net Taxable Value		
\$ 33,880.00	\$ 104,728.00	\$ -	\$ 138,608.00	\$ 138,608.00		
Tax Information		Current Levy	Current Tax	Annexed Levy	Annexed Tax	% Change?
Ag Society		0.017446	\$ 24.18	0.017446	\$ 24.18	0%
CRA		0.000000	\$ -	0.026000	\$ 36.04	100%
City		0.000000	\$ -	0.424342	\$ 588.17	100%
Community College		0.090272	\$ 125.12	0.090272	\$ 125.12	0%
County		0.423456	\$ 586.94	0.423456	\$ 586.94	0%
ESU 9		0.015000	\$ 20.79	0.015000	\$ 20.79	0%
Fire		0.038805	\$ 53.79	0.000000	\$ -	0%
Library		0.008717	\$ 12.08	0.000000	\$ -	0%
NRD 1 Upper Big Blue		0.022015	\$ 30.51	0.022015	\$ 30.51	0%
SID		0.000000	\$ -	0.000000	\$ -	0%
School Bonds		0.075686	\$ 104.91	0.075686	\$ 104.91	0%
School Districts		0.708894	\$ 982.58	0.708894	\$ 982.58	0%
TIF		0.000000	\$ -	0.000000	\$ -	0%
Townships		0.000000	\$ -	0.000000	\$ -	0%
Totals		1.400291	\$ 1,940.92	1.803111	\$ 2,499.26	28.77%

525 E 33rd Street
Northeast of the Intersection of
East 33rd Street and Yost Avenue

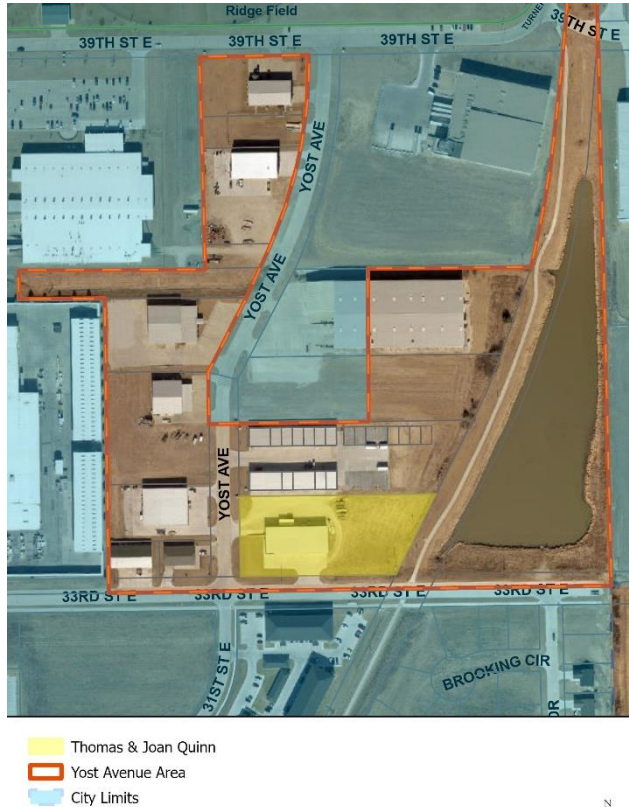
Owner: Thomas and Joan Quinn

Subject Site:

The subject site is a generally flat piece of land that is approximately 2.43 acres in area. The site consists of one industrial building generally located in the center of the site.

The property immediately to the east of the site is in rural Adams County. Other properties to the south and east of the site are located within City limits.

The properties generally along Yost Avenue are not in the City limits. This area can be considered a donut hole in the corporate limits. The reason for this donut hole is in part due to this property and the surrounding industrial area being designated as an Adams County Industrial Area in 2006. Before the County designation, an agreement between the City of Hastings and Adams County established a timeline to annex these properties into the City limits. Generally speaking, N.R.S. 13-1115 allows this type of agreement as an acceptable exemption from the prohibition of being annexed into the municipal limits.



The agreement between the County and City (attached) states:

- (A) No public roads, roadways, easements for roads, or other public rights of way shall be deemed to be within the boundaries of the County Industrial Area.
- (B) The real estate shall be subject to annexation in five annual increments, the first of which shall be eligible for annexation after the earlier of ten years after the development of the property or seventeen (17) years from the date of this order. If the annexation meets statutory criteria, annexation shall thereafter be accomplished as follows:
 - (i) In each of the five years, the City may annex 20% of the total value of the land and improvements within the County Industrial Area.
 - (ii) The value of each increment shall be determined by dividing the total value of the land and improvements within the County Industrial Area by five.
 - (iii) A metes and bounds survey shall be prepared for the purpose of physically describing each increment.

- (iv) During the month of January in each year during which an increment is to be annexed, the County Board shall release the parcel from the County Industrial Area.
- (C) The ability of the City to annex the tract shall apply to the entire tract included within the County Industrial Area, and no part of the tract shall be expected from the City's right to annex.
- (D) Upon annexation of each increment, said increment shall be considered one tax district within the City; the remaining parcels not yet annexed shall be considered as another separate tax district outside of the City.
- (E) Upon the initial annexation of any increment of the tract, the City will provide police and the protection to the entire County Industrial Area.

According to Adams County records and building permits, the building was established in 2018. As evident by the City limits depicted on the site map, the City proceeded to annex portions of the area, as defined in (B) for some time but stopped in the mid-2010s. Had the incremental annexation effort continued, the site would have begun the effort in 2028 and be fully annexed in 2033. It has been 17 years since the date of the order, which would make this property eligible for annexation.

The site is within the Adams Central Public Schools District.

Floodplain Information:

The site is in FEMA Zone X, 0.2% Annual Chance Floodplain (500-year floodplain)(Map Panel # 31001C0157C).

Zoning: The site and surrounding areas to the east, north, and west are currently zoned County I-2, Heavy Industrial District.

The properties to the south, across E 33rd Street, are a mix of City C-3, Commercial Business District, City R-3 Multiple-Family Residential District, and City R-1, Single-Family Residential District. The residential-zoned properties are part of the Trail Ridge Neighborhood.

The potential zoning classification, based on the surrounding area and the current use if the land was annexed into the City would be I-2, Heavy Industrial District.

Public Utilities:

Water – A 10-inch water main is located in the W. 33rd Street rights-of-way. The site is a customer of Hastings Utilities and receives water at the standard commercial rate inside the city.



Sanitary Sewer – A 10-inch gravity flow sanitary sewer main is located in the E. 33rd Street right-of-way that provides service to the site. The business is connected to the City’s sanitary sewer infrastructure and is currently a customer of the City’s utility at a standard commercial rate.

Gas – A Hastings Utilities’ gas line is located in the E. 33rd Street right-of-way. The property is a customer of that utility enterprise and pays the standard rate for commercial property within the City limits.

Electricity - Hastings Utilities’ has electrical service in the immediate area to provide electricity to the site. The property owner is a customer of the utility enterprise and pays the standard rate for commercial property within the City limits.

Access to Public Roads – The site has one large driveway onto E. 33rd Street, which is maintained by the City of Hastings.

Public Safety – Per the 2006 agreement with the property owners and Hastings Economic Development Corporation, the entire industrial park would be protected by the City’s fire and police department once any annexation in the industrial park was done. However, the City’s Police Department does not have legal jurisdiction over properties not within the City limits, regardless of what the agreement states. The Police Department does patrol this area, but any law enforcement response to the portion of the property is limited because of past incremental annexations and jurisdiction limitations.

Per the agreement, the Hastings Fire Department does respond to the property as the initial emergency response provider.

If this property was annexed into the Corporate limits, both Hastings Fire and Hastings Police Department would serve the property without requiring additional personnel, equipment, or new stations.

Summary of Cost To Extend Services:

[Nebraska Revised Statute 16-117](#) requires that the City Council wishing to annex land into the corporate limits must adopt a plan that:

“...contains sufficient detail to provide a reasonable person with a full and complete understanding of the proposal for extending city services to the land proposed for annexation. The plan shall (a) state the estimated cost impact of providing the services to such land, (b) state the method by which the city plans to finance the extension of services to the land and how any services already provided to the land will be maintained, (c) include a timetable for extending services to the land proposed for annexation, and (d) include a map drawn to scale clearly delineating the land proposed for annexation, the current boundaries of the city, the proposed boundaries of the city after the annexation, and the general land-use pattern in the land proposed for annexation.

As previously described, access to sanitary sewer, electricity, gas, public roadways, and emergency and protective services are readily available. The property is currently receiving services from these utilities. No extension of utility services is required if this site were to be annexed. Additionally, the site is generally protected by the City of Hastings Fire Department and Police Department per the 1987 agreement. However, any direct response by the Hastings Police Department to the site is limited because of jurisdiction limitations. The City of Hastings would maintain these existing assets through normal budgetary processes, including capital improvement planning.

Potential Tax Implications:

By being annexed into the City of Hastings, an additional mill levy would be added to the tax statement. The following table is an estimation of the potential changes in taxes the property owner may experience by being in the Hastings corporate limits. This information was collected using the current Adams County Assessors public website and estimations by the City’s Finance Department for this year’s tax assessment and mill rate. This amount may change as a result of the normal budget cycle.

Note: During the research for the annexation review, it was discovered that an error had occurred in the legal description of an Administrative Plat in 2016 that caused Adams County to misidentify this property as being annexed into the City. The result was that the County had begun assessing and levying property taxes on the property as if it was within City limits since that time. Following this discovery, the City and County have researched the issue and developed a path forward to fully reimburse the property for the excess tax bill. The City and County are in the process of meeting with the property owners to fully explain the situation and path forward.

The attached spreadsheet showing the tax implications is for the present year, as if the property was not within the City.

Summary:

The use of the property is industrial. It appears to conform to the existing zoning district classification. No known nonconformities of the zoning regulations are witnessed. If annexed, it would be recommended to remain as I-2, Heavy Industrial District.

The property is surrounded by properties and public right-of-way within the City of Hastings. The property gains access to the public right-of-way maintained by the City of Hastings and receives utility services for water, sanitary sewer, gas, and electricity from Hastings Utilities. The site is within both Hastings Fire Department and Hastings Police Department response areas and can be served without requiring additional personnel, equipment, or stations. Per the 2006 agreement with the Hastings Economic Development Corporation, protection by the Fire Department and Police Department was to occur at least since 2006. However, the Hastings Police Department has no jurisdiction over the area not within the City limits, regardless of the agreement.

The land and surrounding properties were designated as a County Industrial Park in 2006. An agreement with the property owners and the Hastings Economic Development Corporation before the industrial park designation was created to address future annexation of the area and other conditions of the industrial park. Nebraska Revised Statute 13-1115 prohibits an industrial park from being annexed by a municipality, unless such an agreement was approved. As evident by the City corporate limit, this area was annexed over the years, per the agreement. Sometime in the mid-2010s, it was determined that the incremental approach was inappropriate and the effort stopped. It has been over 17 years since the agreement was created, making the area eligible for annexation per Item B of the agreement.

The property owner's tax assessment for the property is anticipated to increase by approximately \$2,197.62, or 28.77%, based on the 2023-2023 valuation. The reality is that that property owner had been paying property taxes to the City, due to the error previously discussed. These taxes are being reimbursed by the City to correct the situation.

Staff Recommendation

Per the agreement, this property was to be annexed in 2023, as it has been 17 years since the agreement was completed. Following through with the annexation of the entire property at this time would fulfill the original agreement.

Conversely, not annexing the property into the City limits would maintain a donut hole, which could impact consistent emergency services and law enforcement.

Considering all of these factors, City staff is recommending that these properties be annexed into the City.

If the Planning Commission would like to recommend to the Mayor and City Council that the properties should not be annexed into the City limits, they should clearly articulate the findings of their decision.

Property Address			PID			
Thomas & Joan Quinn			#010018644			
Current Value Information						
Land Value	Dwelling Value	Improvement Value	Total Value	Net Taxable Value		
\$ 90,641.00	\$ -	\$ 454,918.00	\$ 545,559.00	\$ 545,559.00		
Tax Information		Current Levy	Current Tax	Annexed Levy	Annexed Tax	% Change?
Ag Society		0.017446	\$ 95.18	0.017446	\$ 95.18	0%
CRA		0.000000	\$ -	0.026000	\$ 141.85	100%
City		0.000000	\$ -	0.424342	\$ 2,315.04	100%
Community College		0.090272	\$ 492.49	0.090272	\$ 492.49	0%
County		0.423456	\$ 2,310.20	0.423456	\$ 2,310.20	0%
ESU 9		0.015000	\$ 81.83	0.015000	\$ 81.83	0%
Fire		0.038805	\$ 211.70	0.000000	\$ -	0%
Library		0.008717	\$ 47.56	0.000000	\$ -	0%
NRD 1 Upper Big Blue		0.022015	\$ 120.10	0.022015	\$ 120.10	0%
SID		0.000000	\$ -	0.000000	\$ -	0%
School Bonds		0.075686	\$ 412.91	0.075686	\$ 412.91	0%
School Districts		0.708894	\$ 3,867.44	0.708894	\$ 3,867.44	0%
TIF		0.000000	\$ -	0.000000	\$ -	0%
Townships		0.000000	\$ -	0.000000	\$ -	0%
Totals		1.400291	\$ 7,639.41	1.803111	\$ 9,837.03	28.77%

3302 Yost Avenue – William & Nicole Terrell
Approximately 300 North of the Intersection of
East 33rd Street and Yost Avenue, on the East Side of Yost Avenue

Owner: William & Nicole Terrell

Subject Site:

The subject site is a generally flat piece of land that is approximately 2.69 acres in area. The site consists of four warehouses, one of which is currently under construction. Each building has been divided into condominium ownership. The property owner currently owns one stall within the building.

The properties generally along Yost Avenue are not in the City limits. Properties surrounding this general area are within the corporate limits of Hastings.

The Yost Avenue area can be considered a donut hole in the corporate limits. The reason for this donut hole is in part due to this property and the surrounding industrial area being designated as an Adams County Industrial Area in 2006. Before the County designation, an agreement between the City of Hastings and Adams County established a timeline to annex these properties into the City limits. Generally speaking, N.R.S. 13-1115 allows this type of agreement as an acceptable exemption from the prohibition of being annexed into the municipal limits.



The agreement between the County and City (attached) states:

- (A) No public roads, roadways, easements for roads, or other public rights of way shall be deemed to be within the boundaries of the County Industrial Area.
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 - (ii) The value of each increment shall be determined by dividing the total value of the land and improvements within the County Industrial Area by five.
 - (iii) A metes and bounds survey shall be prepared for the purpose of physically describing each increment.

- (iv) During the month of January in each year during which an increment is to be annexed, the County Board shall release the parcel from the County Industrial Area.
- (C) The ability of the City to annex the tract shall apply to the entire tract included within the County Industrial Area, and no part of the tract shall be expected from the City's right to annex.
- (D) Upon annexation of each increment, said increment shall be considered one tax district within the City; the remaining parcels not yet annexed shall be considered as another separate tax district outside of the City.
- (E) Upon the initial annexation of any increment of the tract, the City will provide police and the protection to the entire County Industrial Area.

According to Adams County records and building permits, the building was established in 2016. As evident by the City limits depicted on the site map, the City proceeded to annex portions of the area, as defined in (B) for some time but stopped in the mid-2010s. If the site was incrementally annexed, per the agreement, the first annexation would be in 2026 and the site would have been fully annexed in 2031. It has been 17 years since the date of the order, which would generally make this property eligible for annexation.

The site is within the Adams Central Public Schools District.

Floodplain Information:

The site is in FEMA Zone X, 0.2% Annual Chance Floodplain (500-year floodplain)(Map Panel # 31001C0157C).

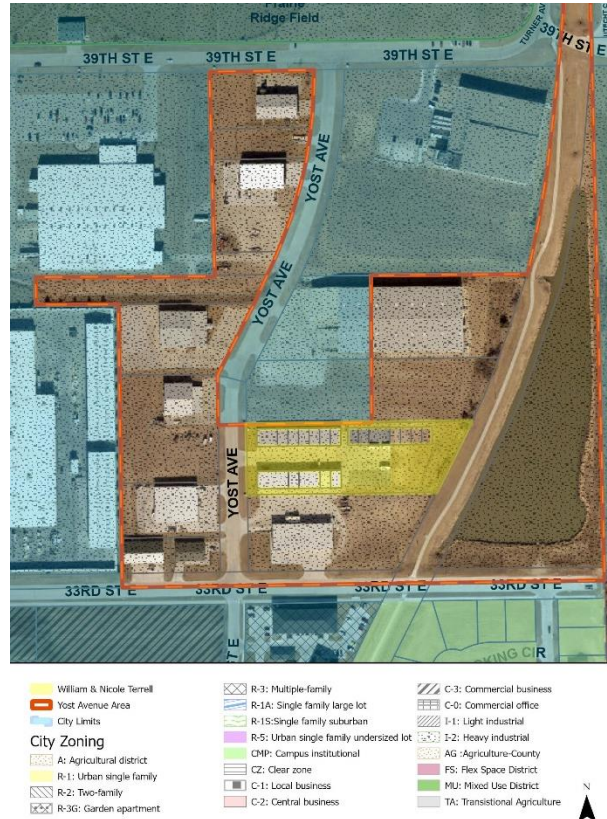
Zoning: The site and surrounding areas to the east, north, and west are currently zoned County I-2, Heavy Industrial District.

The properties to the south, across E 33rd Street, are a mix of City C-3, Commercial Business District, City R-3 Multiple-Family Residential District, and City R-1, Single-Family Residential District. The residential-zoned properties are part of the Trail Ridge Neighborhood.

The potential zoning classification, based on the surrounding area and the current use if the land was annexed into the City would be I-2, Heavy Industrial District.

Public Utilities:

Water – A 10-inch water main is located in the Yost Avenue right-of-way. The site is a customer of Hastings Utilities and receives water at the standard commercial rate inside the city.



Sanitary Sewer – A 10-inch gravity flow sanitary sewer main is located in the Yost Avenue right-of-way that provides service to the site. The business is connected to the City’s sanitary sewer infrastructure and is currently a customer of the City’s utility at a standard commercial rate.

Gas – A Hastings Utilities’ gas line is located in the E. 33rd Street right-of-way. The property is a customer of that utility enterprise and pays the standard rate for commercial property within the City limits.

Electricity - Hastings Utilities’ has electrical service in the immediate area to provide electricity to the site. The property owner is a customer of the utility enterprise and pays the standard rate for commercial property within the City limits.

Access to Public Roads – The site gains access to Yost Avenue via a driveway that serves as a parking lot and loading area for the warehouses. Yost Avenue is maintained by the City of Hastings.

Public Safety – Per the 2006 agreement with the property owners and Hastings Economic Development Corporation, the entire industrial park would be protected by the City’s fire and police department once any annexation in the industrial park was done. However, the City’s Police Department does not have legal jurisdiction over properties not within the City limits, regardless of what the agreement states. The Police Department does patrol this area, but any law enforcement response to the portion of the property is limited because of past incremental annexations and jurisdiction limitations.

Per the agreement, the Hastings Fire Department does respond to the property as the initial emergency response provider.

If this property was annexed into the Corporate limits, both Hastings Fire and Hastings Police Department would serve the property without requiring additional personnel, equipment, or new stations.

Summary of Cost To Extend Services:

[Nebraska Revised Statute 16-117](#) requires that the City Council wishing to annex land into the corporate limits must adopt a plan that:

“...contains sufficient detail to provide a reasonable person with a full and complete understanding of the proposal for extending city services to the land proposed for annexation. The plan shall (a) state the estimated cost impact of providing the services to such land, (b) state the method by which the city plans to finance the extension of services to the land and how any services already provided to the land will be maintained, (c) include a timetable for extending services to the land proposed for annexation, and (d) include a map drawn to scale clearly delineating the land proposed for annexation, the current boundaries of the city, the proposed boundaries of the city after the annexation, and the general land-use pattern in the land proposed for annexation.

As previously described, access to sanitary sewer, electricity, gas, public roadways, and emergency and protective services are readily available. The property is currently receiving services from these utilities. No extension of utility services is required if this site were to be annexed. Additionally, the site is generally protected by the City of Hastings Fire Department and Police Department per the 2006 agreement. However, any direct response by the Hastings Police Department to the site is limited because of jurisdiction limitations. The City of Hastings would maintain these existing assets through normal budgetary processes, including capital improvement planning.

Potential Tax Implications:

By being annexed into the City of Hastings, an additional mill levy would be added to the tax statement. The following table is an estimation of the potential changes in taxes the property owner may experience by being in the Hastings corporate limits. This information was collected using the current Adams County Assessors public website and estimations by the City’s Finance Department for this year’s tax assessment and mill rate. This amount may change as a result of the normal budget cycle.

Note: During the research for the annexation review, it was discovered that an error had occurred in the legal description of an Administrative Plat in 2016 that caused Adams County to misidentify this property as being annexed into the City. The result was that the County had begun assessing and levying property taxes on the property as if it was within City limits since that time. Following this discovery, the City and County have researched the issue and developed a path forward to fully reimburse the property for the excess tax bill. The City and County are in the process of meeting with the property owners to fully explain the situation and path forward.

The attached spreadsheet showing the tax implications is for the present year as if the property was not within the City.

Summary:

The use of the property is industrial. It appears to conform to the existing zoning district classification. No known nonconformities of the zoning regulations are witnessed. If annexed, it would be recommended to remain as I-2, Heavy Industrial District.

The property and its neighbors are surrounded by properties and public right-of-way within the City of Hastings. The property gains access to the public right-of-way maintained by the City of Hastings and receives utility services for water, sanitary sewer, gas, and electricity from Hastings Utilities. The site is within both Hastings Fire Department and Hastings Police Department response areas and can be served without requiring additional personnel, equipment, or stations. Per the 2006 agreement with the Hastings Economic Development Corporation, protection by the Fire Department and Police Department was to occur at least since 2006. However, the Hastings Police Department has no jurisdiction over the area not within the City limits, regardless of the agreement.

The land and surrounding properties were designated as a County Industrial Park in 2006. An agreement with the property owners and the Hastings Economic Development Corporation before the industrial park designation was created to address future annexation of the area and other conditions of the industrial park. Nebraska Revised Statute 13-1115 prohibits an industrial park from being annexed by a municipality, unless such an agreement was approved. As evident by the City corporate limit, this area was annexed over the years, as stated in the agreement. Sometime in the mid-2010s, it was determined that the incremental approach was inappropriate and the effort stopped. It has been over 17 years since the agreement was created, making the area eligible for annexation per Item B of the agreement.

The property owner's tax assessment for the property is anticipated to increase by approximately \$301.04, or 28.77%, based on the 2023-2023 valuation. The reality is that that property owner had been paying property taxes to the City, due to the error previously discussed. These taxes are being reimbursed by the City to correct the situation.

Staff Recommendation

Per the agreement, this property was to be annexed in 2023, as it has been 17 years since the agreement was completed. Following through with the annexation of the entire property at this time would fulfill the original agreement.

Conversely, not annexing the property into the City limits would maintain a donut hole, which could impact consistent emergency services and law enforcement.

Considering all of these factors, City staff is recommending that these properties be annexed into the City.

If the Planning Commission would like to recommend to the Mayor and City Council that the properties should not be annexed into the City limits, they should clearly articulate the findings of their decision.

Property Address			PID			
William & Nicole Terrell			#010019231			
Current Value Information						
Land Value	Dwelling Value	Improvement Value	Total Value	Net Taxable Value		
\$ 3,630.00	\$ -	\$ 71,103.00	\$ 74,733.00	\$ 74,733.00		
Tax Information		Current Levy	Current Tax	Annexed Levy	Annexed Tax	% Change?
Ag Society		0.017446	\$ 13.04	0.017446	\$ 13.04	0%
CRA		0.000000	\$ -	0.026000	\$ 19.43	100%
City		0.000000	\$ -	0.424342	\$ 317.12	100%
Community College		0.090272	\$ 67.46	0.090272	\$ 67.46	0%
County		0.423456	\$ 316.46	0.423456	\$ 316.46	0%
ESU 9		0.015000	\$ 11.21	0.015000	\$ 11.21	0%
Fire		0.038805	\$ 29.00	0.000000	\$ -	0%
Library		0.008717	\$ 6.51	0.000000	\$ -	0%
NRD 1 Upper Big Blue		0.022015	\$ 16.45	0.022015	\$ 16.45	0%
SID		0.000000	\$ -	0.000000	\$ -	0%
School Bonds		0.075686	\$ 56.56	0.075686	\$ 56.56	0%
School Districts		0.708894	\$ 529.78	0.708894	\$ 529.78	0%
TIF		0.000000	\$ -	0.000000	\$ -	0%
Townships		0.000000	\$ -	0.000000	\$ -	0%
Totals		1.400291	\$ 1,046.48	1.803111	\$ 1,347.52	28.77%

3302 Yost Avenue – Jeremy Meyer
Approximately 300 North of the Intersection of
East 33rd Street and Yost Avenue, on the East Side of Yost Avenue

Owner: Jeremy Meyer

Subject Site:

The subject site is a generally flat piece of land that is approximately 2.69 acres in area. The site consists of four warehouses, one of which is currently under construction. Each building has been divided into condominium ownership. The property owner currently owns two stalls within the building.

The properties generally along Yost Avenue are not in the City limits. Properties surrounding this general area are within the corporate limits of Hastings.

The Yost Avenue area can be considered a donut hole in the corporate limits. The reason for this donut hole is in part due to this property and the surrounding industrial area being designated as an Adams County Industrial Area in 2006. Before the County designation, an agreement between the City of Hastings and Adams County established a timeline to annex these properties into the City limits. Generally speaking, N.R.S. 13-1115 allows this type of agreement as an acceptable exemption from the prohibition of being annexed into the municipal limits.



The agreement between the County and City (attached) states:

- (A) No public roads, roadways, easements for roads, or other public rights of way shall be deemed to be within the boundaries of the County Industrial Area.
- (B) The real estate shall be subject to annexation in five annual increments, the first of which shall be eligible for annexation after the earlier of ten years after the development of the property or seventeen (17) years from the date of this order. If the annexation meets statutory criteria, annexation shall thereafter be accomplished as follows:
 - (i) In each of the five years, the City may annex 20% of the total value of the land and improvements within the County Industrial Area.
 - (ii) The value of each increment shall be determined by dividing the total value of the land and improvements within the County Industrial Area by five.
 - (iii) A metes and bounds survey shall be prepared for the purpose of physically describing each increment.

- (iv) During the month of January in each year during which an increment is to be annexed, the County Board shall release the parcel from the County Industrial Area.
- (C) The ability of the City to annex the tract shall apply to the entire tract included within the County Industrial Area, and no part of the tract shall be expected from the City's right to annex.
- (D) Upon annexation of each increment, said increment shall be considered one tax district within the City; the remaining parcels not yet annexed shall be considered as another separate tax district outside of the City.
- (E) Upon the initial annexation of any increment of the tract, the City will provide police and the protection to the entire County Industrial Area.

According to Adams County records and building permits, the building was established in 2016. As evident by the City limits depicted on the site map, the City proceeded to annex portions of the area, as defined in (B) for some time but stopped in the 2010s. If the site was incrementally annexed, per the agreement, the first annexation would be in 2026 and the site would have been fully annexed in 2031. It has been 17 years since the date of the order, which would generally make this property eligible for annexation.

The site is within the Adams Central Public Schools District.

Floodplain Information:

The site is in FEMA Zone X, 0.2% Annual Chance Floodplain (500-year floodplain)(Map Panel # 31001C0157C).

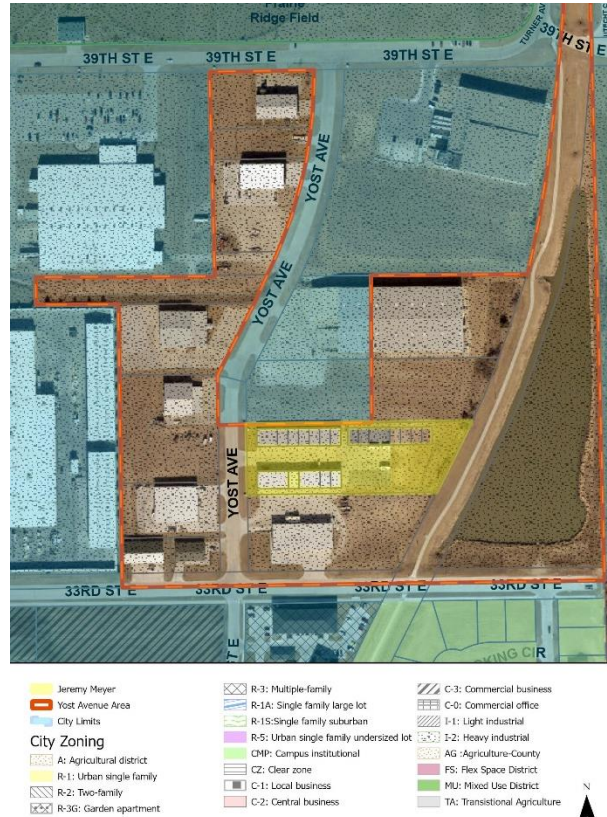
Zoning: The site and surrounding areas to the east, north, and west are currently zoned County I-2, Heavy Industrial District.

The properties to the south, across E 33rd Street, are a mix of City C-3, Commercial Business District, City R-3 Multiple-Family Residential District, and City R-1, Single-Family Residential District. The residential-zoned properties are part of the Trail Ridge Neighborhood.

The potential zoning classification, based on the surrounding area and the current use if the land was annexed into the City would be I-2, Heavy Industrial District.

Public Utilities:

Water – A 10-inch water main is located in the Yost Avenue right-of-way. The site is a customer of Hastings Utilities and receives water at the standard commercial rate inside the city.



Sanitary Sewer – A 10-inch gravity flow sanitary sewer main is located in the Yost Avenue right-of-way that provides service to the site. The business is connected to the City’s sanitary sewer infrastructure and is currently a customer of the City’s utility at a standard commercial rate.

Gas – A Hastings Utilities’ gas line is located in the E. 33rd Street right-of-way. The property is a customer of that utility enterprise and pays the standard rate for commercial property within the City limits.

Electricity - Hastings Utilities’ has electrical service in the immediate area to provide electricity to the site. The property owner is a customer of the utility enterprise and pays the standard rate for commercial property within the City limits.

Access to Public Roads – The site gains access to Yost Avenue via a driveway that serves as a parking lot and loading area for the warehouses. Yost Avenue is maintained by the City of Hastings.

Public Safety – Per the 2006 agreement with the property owners and Hastings Economic Development Corporation, the entire industrial park would be protected by the City’s fire and police department once any annexation in the industrial park was done. However, the City’s Police Department does not have legal jurisdiction over properties not within the City limits, regardless of what the agreement states. The Police Department does patrol this area, but any law enforcement response to the portion of the property is limited because of past incremental annexations and jurisdiction limitations.

Per the agreement, the Hastings Fire Department does respond to the property as the initial emergency response provider.

If this property was annexed into the Corporate limits, both Hastings Fire and Hastings Police Department would serve the property without requiring additional personnel, equipment, or new stations.

Summary of Cost To Extend Services:

[Nebraska Revised Statute 16-117](#) requires that the City Council wishing to annex land into the corporate limits must adopt a plan that:

“...contains sufficient detail to provide a reasonable person with a full and complete understanding of the proposal for extending city services to the land proposed for annexation. The plan shall (a) state the estimated cost impact of providing the services to such land, (b) state the method by which the city plans to finance the extension of services to the land and how any services already provided to the land will be maintained, (c) include a timetable for extending services to the land proposed for annexation, and (d) include a map drawn to scale clearly delineating the land proposed for annexation, the current boundaries of the city, the proposed boundaries of the city after the annexation, and the general land-use pattern in the land proposed for annexation.

As previously described, access to sanitary sewer, electricity, gas, public roadways, and emergency and protective services are readily available. The property is currently receiving services from these utilities. No extension of utility services is required if this site were to be annexed. Additionally, the site is generally protected by the City of Hastings Fire Department and Police Department per the 2006 agreement. However, any direct response by the Hastings Police Department to the site is limited because of jurisdiction limitations. The City of Hastings would maintain these existing assets through normal budgetary processes, including capital improvement planning.

Potential Tax Implications:

By being annexed into the City of Hastings, an additional mill levy would be added to the tax statement. The following table is an estimation of the potential changes in taxes the property owner may experience by being in the Hastings corporate limits. This information was collected using the current Adams County Assessors public website and estimations by the City’s Finance Department for this year’s tax assessment and mill rate. This amount may change as a result of the normal budget cycle.

Note: During the research for the annexation review, it was discovered that an error had occurred in the legal description of an Administrative Plat in 2016 that caused Adams County to misidentify this property as being annexed into the City. The result was that the County had begun assessing and levying property taxes on the property as if it was within City limits since that time. Following this discovery, the City and County have researched the issue and developed a path forward to fully reimburse the property for the excess tax bill. The City and County are in the process of meeting with the property owners to fully explain the situation and path forward.

The attached spreadsheet showing the tax implications is for the present year as if the property was not within the City.

Summary:

The use of the property is industrial. It appears to conform to the existing zoning district classification. No known nonconformities of the zoning regulations are witnessed. If annexed, it would be recommended to remain as I-2, Heavy Industrial District.

The property and its neighbors are surrounded by properties and public right-of-way within the City of Hastings. The property gains access to the public right-of-way maintained by the City of Hastings and receives utility services for water, sanitary sewer, gas, and electricity from Hastings Utilities. The site is within both Hastings Fire Department and Hastings Police Department response areas and can be served without requiring additional personnel, equipment, or stations. Per the 2006 agreement with the Hastings Economic Development Corporation, protection by the Fire Department and Police Department was to occur at least since 2006. However, the Hastings Police Department has no jurisdiction over the area not within the City limits, regardless of the agreement.

The land and surrounding properties were designated as a County Industrial Park in 2006. An agreement with the property owners and the Hastings Economic Development Corporation before the industrial park designation was created to address future annexation of the area and other conditions of the industrial park. Nebraska Revised Statute 13-1115 prohibits an industrial park from being annexed by a municipality, unless such an agreement was approved. As evident by the City corporate limit, this area was annexed over the years, as stated in the agreement. Sometime in the mid-2010s, it was determined that the incremental approach was inappropriate and the effort stopped. It has been over 17 years since the agreement was created, making the area eligible for annexation per Item B of the agreement.

The property owner's tax assessment for the property is anticipated to increase by approximately \$400.32, or 28.77%, based on the 2023-2023 valuation. The reality is that that property owner had been paying property taxes to the City, due to the error previously discussed. These taxes are being reimbursed by the City to correct the situation.

Staff Recommendation

Per the agreement, this property was to be annexed in 2023, as it has been 17 years since the agreement was completed. Following through with the annexation of the entire property at this time would fulfill the original agreement.

Conversely, not annexing the property into the City limits would maintain a donut hole, which could impact consistent emergency services and law enforcement.

Considering all of these factors, City staff is recommending that these properties be annexed into the City.

If the Planning Commission would like to recommend to the Mayor and City Council that the properties should not be annexed into the City limits, they should clearly articulate the findings of their decision.

Property Address			PID		
Jeremy Meyer			#010019215		
Current Value Information					
Land Value	Dwelling Value	Improvement Value	Total Value	Net Taxable Value	
\$ 3,630.00	\$ -	\$ 95,750.00	\$ 99,380.00	\$ 99,380.00	
Tax Information	Current Levy	Current Tax	Annexed Levy	Annexed Tax	% Change?
Ag Society	0.017446	\$ 17.34	0.017446	\$ 17.34	0%
CRA	0.000000	\$ -	0.026000	\$ 25.84	100%
City	0.000000	\$ -	0.424342	\$ 421.71	100%
Community College	0.090272	\$ 89.71	0.090272	\$ 89.71	0%
County	0.423456	\$ 420.83	0.423456	\$ 420.83	0%
ESU 9	0.015000	\$ 14.91	0.015000	\$ 14.91	0%
Fire	0.038805	\$ 38.56	0.000000	\$ -	0%
Library	0.008717	\$ 8.66	0.000000	\$ -	0%
NRD 1 Upper Big Blue	0.022015	\$ 21.88	0.022015	\$ 21.88	0%
SID	0.000000	\$ -	0.000000	\$ -	0%
School Bonds	0.075686	\$ 75.22	0.075686	\$ 75.22	0%
School Districts	0.708894	\$ 704.50	0.708894	\$ 704.50	0%
TIF	0.000000	\$ -	0.000000	\$ -	0%
Townships	0.000000	\$ -	0.000000	\$ -	0%
Totals	1.400291	\$ 1,391.61	1.803111	\$ 1,791.93	28.77%

3302 Yost Avenue – HFX Motorsports, LLC
Approximately 300 North of the Intersection of
East 33rd Street and Yost Avenue, on the East Side of Yost Avenue

Owner: HFX Motorsports, LLC

Subject Site:

The subject site is a generally flat piece of land that is approximately 2.69 acres in area. The site consists of four warehouses, one of which is currently under construction. Each building has been divided into condominium ownership. The property owner currently owns two stalls within the building.

The properties generally along Yost Avenue are not in the City limits. Properties surrounding this general area are within the corporate limits of Hastings.

The Yost Avenue area can be considered a donut hole in the corporate limits. The reason for this donut hole is in part due to this property and the surrounding industrial area being designated as an Adams County Industrial Area in 2006. Before the County designation, an agreement between the City of Hastings and Adams County established a timeline to annex these properties into the City limits. Generally speaking, N.R.S. 13-1115 allows this type of agreement as an acceptable exemption from the prohibition of being annexed into the municipal limits.



The agreement between the County and City (attached) states:

- (A) No public roads, roadways, easements for roads, or other public rights of way shall be deemed to be within the boundaries of the County Industrial Area.
- (B) The real estate shall be subject to annexation in five annual increments, the first of which shall be eligible for annexation after the earlier of ten years after the development of the property or seventeen (17) years from the date of this order. If the annexation meets statutory criteria, annexation shall thereafter be accomplished as follows:
 - (i) In each of the five years, the City may annex 20% of the total value of the land and improvements within the County Industrial Area.
 - (ii) The value of each increment shall be determined by dividing the total value of the land and improvements within the County Industrial Area by five.
 - (iii) A metes and bounds survey shall be prepared for the purpose of physically describing each increment.

- (iv) During the month of January in each year during which an increment is to be annexed, the County Board shall release the parcel from the County Industrial Area.
- (C) The ability of the City to annex the tract shall apply to the entire tract included within the County Industrial Area, and no part of the tract shall be expected from the City's right to annex.
- (D) Upon annexation of each increment, said increment shall be considered one tax district within the City; the remaining parcels not yet annexed shall be considered as another separate tax district outside of the City.
- (E) Upon the initial annexation of any increment of the tract, the City will provide police and the protection to the entire County Industrial Area.

According to Adams County records and building permits, the building was established in 2016. As evident by the City limits depicted on the site map, the City proceeded to annex portions of the area, as defined in (B) for some time but stopped in the 2010s. If the site was incrementally annexed, per the agreement, the first annexation would have been in 2026 and the site would have been fully annexed in 2031. It has been 17 years since the date of the order, which would generally make this property eligible for annexation.

The site is within the Adams Central Public Schools District.

Floodplain Information:

The site is in FEMA Zone X, 0.2% Annual Chance Floodplain (500-year floodplain)(Map Panel # 31001C0157C).

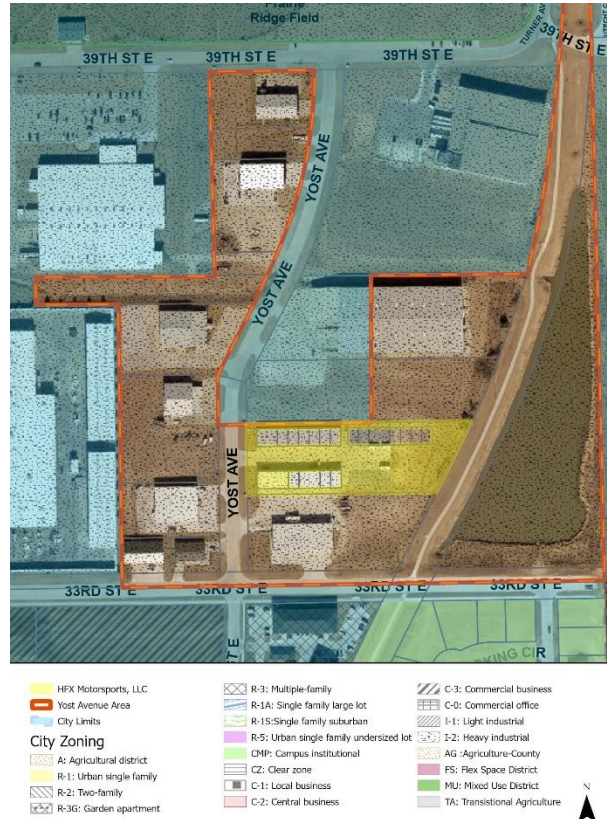
Zoning: The site and surrounding areas to the east, north, and west are currently zoned County I-2, Heavy Industrial District.

The properties to the south, across E 33rd Street, are a mix of City C-3, Commercial Business District, City R-3 Multiple-Family Residential District, and City R-1, Single-Family Residential District. The residential-zoned properties are part of the Trail Ridge Neighborhood.

The potential zoning classification, based on the surrounding area and the current use if the land was annexed into the City would be I-2, Heavy Industrial District.

Public Utilities:

Water – A 10-inch water main is located in the Yost Avenue right-of-way. The site is a customer of Hastings Utilities and receives water at the standard commercial rate inside the city.



Sanitary Sewer – A 10-inch gravity flow sanitary sewer main is located in the Yost Avenue right-of-way that provides service to the site. The business is connected to the City’s sanitary sewer infrastructure and is currently a customer of the City’s utility at a standard commercial rate.

Gas – A Hastings Utilities’ gas line is located in the E. 33rd Street right-of-way. The property is a customer of that utility enterprise and pays the standard rate for commercial property within the City limits.

Electricity - Hastings Utilities’ has electrical service in the immediate area to provide electricity to the site. The property owner is a customer of the utility enterprise and pays the standard rate for commercial property within the City limits.

Access to Public Roads – The site gains access to Yost Avenue via a driveway that serves as a parking lot and loading area for the warehouses. Yost Avenue is maintained by the City of Hastings.

Public Safety – Per the 2006 agreement with the property owners and Hastings Economic Development Corporation, the entire industrial park would be protected by the City’s fire and police department once any annexation in the industrial park was done. However, the City’s Police Department does not have legal jurisdiction over properties not within the City limits, regardless of what the agreement states. The Police Department does patrol this area, but any law enforcement response to the portion of the property is limited because of past incremental annexations and jurisdiction limitations.

Per the agreement, the Hastings Fire Department does respond to the property as the initial emergency response provider.

If this property was annexed into the Corporate limits, both Hastings Fire and Hastings Police Department would serve the property without requiring additional personnel, equipment, or new stations.

Summary of Cost To Extend Services:

[Nebraska Revised Statute 16-117](#) requires that the City Council wishing to annex land into the corporate limits must adopt a plan that:

“...contains sufficient detail to provide a reasonable person with a full and complete understanding of the proposal for extending city services to the land proposed for annexation. The plan shall (a) state the estimated cost impact of providing the services to such land, (b) state the method by which the city plans to finance the extension of services to the land and how any services already provided to the land will be maintained, (c) include a timetable for extending services to the land proposed for annexation, and (d) include a map drawn to scale clearly delineating the land proposed for annexation, the current boundaries of the city, the proposed boundaries of the city after the annexation, and the general land-use pattern in the land proposed for annexation.

As previously described, access to sanitary sewer, electricity, gas, public roadways, and emergency and protective services are readily available. The property is currently receiving services from these utilities. No extension of utility services is required if this site were to be annexed. Additionally, the site is generally protected by the City of Hastings Fire Department and Police Department per the 2006 agreement. However, any direct response by the Hastings Police Department to the site is limited because of jurisdiction limitations. The City of Hastings would maintain these existing assets through normal budgetary processes, including capital improvement planning.

Potential Tax Implications:

By being annexed into the City of Hastings, an additional mill levy would be added to the tax statement. The following table is an estimation of the potential changes in taxes the property owner may experience by being in the Hastings corporate limits. This information was collected using the current Adams County Assessors public website and estimations by the City’s Finance Department for this year’s tax assessment and mill rate. This amount may change as a result of the normal budget cycle.

Note: During the research for the annexation review, it was discovered that an error had occurred in the legal description of an Administrative Plat in 2016 that caused Adams County to misidentify this property as being annexed into the City. The result was that the County had begun assessing and levying property taxes on the property as if it was within City limits since that time. Following this discovery, the City and County have researched the issue and developed a path forward to fully reimburse the property for the excess tax bill. The City and County are in the process of meeting with the property owners to fully explain the situation and path forward.

The attached spreadsheet showing the tax implications is for the present year as if the property was not within the City.

Summary:

The use of the property is industrial. It appears to conform to the existing zoning district classification. No known nonconformities of the zoning regulations are witnessed. If annexed, it would be recommended to remain as I-2, Heavy Industrial District.

The property and its neighbors are surrounded by properties and public right-of-way within the City of Hastings. The property gains access to the public right-of-way maintained by the City of Hastings and receives utility services for water, sanitary sewer, gas, and electricity from Hastings Utilities. The site is within both Hastings Fire Department and Hastings Police Department response areas and can be served without requiring additional personnel, equipment, or stations. Per the 2006 agreement with the Hastings Economic Development Corporation, protection by the Fire Department and Police Department was to occur at least since 2006. However, the Hastings Police Department has no jurisdiction over the area not within the City limits, regardless of the agreement.

The land and surrounding properties were designated as a County Industrial Park in 2006. An agreement with the property owners and the Hastings Economic Development Corporation before the industrial park designation was created to address future annexation of the area and other conditions of the industrial park. Nebraska Revised Statute 13-1115 prohibits an industrial park from being annexed by a municipality, unless such an agreement was approved. As evident by the City corporate limit, this area was annexed over the years, as stated in the agreement. Sometime in the mid-2010s, it was determined that the incremental approach was inappropriate and the effort stopped. It has been over 17 years since the agreement was created, making the area eligible for annexation per Item B of the agreement.

The property owner's tax assessment for the property is anticipated to increase by approximately \$780.76, or 28.77%, based on the 2023-2023 valuation. The reality is that that property owner had been paying property taxes to the City, due to the error previously discussed. These taxes are being reimbursed by the City to correct the situation.

Staff Recommendation

Per the agreement, this property was to be annexed in 2023, as it has been 17 years since the agreement was completed. Following through with the annexation of the entire property at this time would fulfill the original agreement.

Conversely, not annexing the property into the City limits would maintain a donut hole, which could impact consistent emergency services and law enforcement.

Considering all of these factors, City staff is recommending that these properties be annexed into the City.

If the Planning Commission would like to recommend to the Mayor and City Council that the properties should not be annexed into the City limits, they should clearly articulate the findings of their decision.

Property Address			PID		
HFX Motorsports, LLC			#010019230		
Current Value Information					
Land Value	Dwelling Value	Improvement Value	Total Value	Net Taxable Value	
\$ 10,890.00	\$ -	\$ 182,933.00	\$ 193,823.00	\$ 193,823.00	
Tax Information	Current Levy	Current Tax	Annexed Levy	Annexed Tax	% Change?
Ag Society	0.017446	\$ 33.81	0.017446	\$ 33.81	0%
CRA	0.000000	\$ -	0.026000	\$ 50.39	100%
City	0.000000	\$ -	0.424342	\$ 822.47	100%
Community College	0.090272	\$ 174.97	0.090272	\$ 174.97	0%
County	0.423456	\$ 820.76	0.423456	\$ 820.76	0%
ESU 9	0.015000	\$ 29.07	0.015000	\$ 29.07	0%
Fire	0.038805	\$ 75.21	0.000000	\$ -	0%
Library	0.008717	\$ 16.90	0.000000	\$ -	0%
NRD 1 Upper Big Blue	0.022015	\$ 42.67	0.022015	\$ 42.67	0%
SID	0.000000	\$ -	0.000000	\$ -	0%
School Bonds	0.075686	\$ 146.70	0.075686	\$ 146.70	0%
School Districts	0.708894	\$ 1,374.00	0.708894	\$ 1,374.00	0%
TIF	0.000000	\$ -	0.000000	\$ -	0%
Townships	0.000000	\$ -	0.000000	\$ -	0%
Totals	1.400291	\$ 2,714.09	1.803111	\$ 3,494.84	28.77%

3302 Yost Avenue – Bumgardner Rentals, LLC
Approximately 300 North of the Intersection of
East 33rd Street and Yost Avenue, on the East Side of Yost Avenue

Owner: Bumgardner Rentals, LLC

Subject Site:

The subject site is a generally flat piece of land that is approximately 2.69 acres in area. The site consists of four warehouses, one of which is currently under construction. Each building has been divided into condominium ownership. The property owner currently owns one stall within the building.

The properties generally along Yost Avenue are not in the City limits. Properties surrounding this general area are within the corporate limits of Hastings.

The Yost Avenue area can be considered a donut hole in the corporate limits. The reason for this donut hole is in part due to this property and the surrounding industrial area being designated as an Adams County Industrial Area in 2006. Before the County designation, an agreement between the City of Hastings and Adams County established a timeline to annex these properties into the City limits. Generally speaking, N.R.S. 13-1115 allows this type of agreement as an acceptable exemption from the prohibition of being annexed into the municipal limits.



The agreement between the County and City (attached) states:

- (A) No public roads, roadways, easements for roads, or other public rights of way shall be deemed to be within the boundaries of the County Industrial Area.
- (B) The real estate shall be subject to annexation in five annual increments, the first of which shall be eligible for annexation after the earlier of ten years after the development of the property or seventeen (17) years from the date of this order. If the annexation meets statutory criteria, annexation shall thereafter be accomplished as follows:
 - (i) In each of the five years, the City may annex 20% of the total value of the land and improvements within the County Industrial Area.
 - (ii) The value of each increment shall be determined by dividing the total value of the land and improvements within the County Industrial Area by five.
 - (iii) A metes and bounds survey shall be prepared for the purpose of physically describing each increment.

- (iv) During the month of January in each year during which an increment is to be annexed, the County Board shall release the parcel from the County Industrial Area.
- (C) The ability of the City to annex the tract shall apply to the entire tract included within the County Industrial Area, and no part of the tract shall be expected from the City's right to annex.
- (D) Upon annexation of each increment, said increment shall be considered one tax district within the City; the remaining parcels not yet annexed shall be considered as another separate tax district outside of the City.
- (E) Upon the initial annexation of any increment of the tract, the City will provide police and the protection to the entire County Industrial Area.

According to Adams County records and building permits, the building was established in 2018. As evident by the City limits depicted on the site map, the City proceeded to annex portions of the area, as defined in (B) for some time but stopped in the 2010s. If the site was incrementally annexed, per the agreement, the first annexation would have been in 2028 and the site would have been fully annexed in 2033. It has been 17 years since the date of the order, which would generally make this property eligible for annexation.

The site is within the Adams Central Public Schools District.

Floodplain Information:

The site is in FEMA Zone X, 0.2% Annual Chance Floodplain (500-year floodplain)(Map Panel # 31001C0157C).

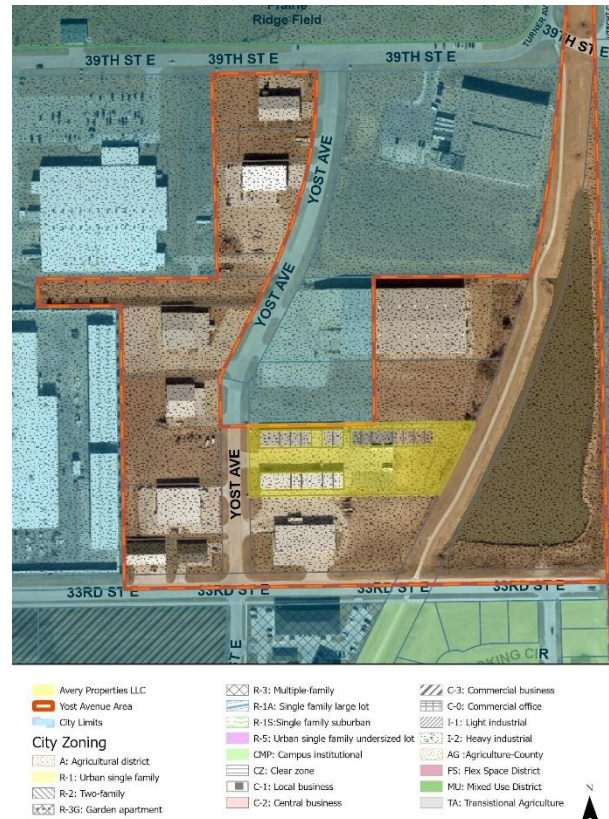
Zoning: The site and surrounding areas to the east, north, and west are currently zoned County I-2, Heavy Industrial District.

The properties to the south, across E 33rd Street, are a mix of City C-3, Commercial Business District, City R-3 Multiple-Family Residential District, and City R-1, Single-Family Residential District. The residential-zoned properties are part of the Trail Ridge Neighborhood.

The potential zoning classification, based on the surrounding area and the current use if the land was annexed into the City would be I-2, Heavy Industrial District.

Public Utilities:

Water – A 10-inch water main is located in the Yost Avenue right-of-way. The site is a customer of Hastings Utilities and receives water at the standard commercial rate inside the city.



Sanitary Sewer – A 10-inch gravity flow sanitary sewer main is located in the Yost Avenue right-of-way that provides service to the site. The business is connected to the City’s sanitary sewer infrastructure and is currently a customer of the City’s utility at a standard commercial rate.

Gas – A Hastings Utilities’ gas line is located in the E. 33rd Street right-of-way. The property is a customer of that utility enterprise and pays the standard rate for commercial property within the City limits.

Electricity - Hastings Utilities’ has electrical service in the immediate area to provide electricity to the site. The property owner is a customer of the utility enterprise and pays the standard rate for commercial property within the City limits.

Access to Public Roads – The site gains access to Yost Avenue via a driveway that serves as a parking lot and loading area for the warehouses. Yost Avenue is maintained by the City of Hastings.

Public Safety – Per the 2006 agreement with the property owners and Hastings Economic Development Corporation, the entire industrial park would be protected by the City’s fire and police department once any annexation in the industrial park was done. However, the City’s Police Department does not have legal jurisdiction over properties not within the City limits, regardless of what the agreement states. The Police Department does patrol this area, but any law enforcement response to the portion of the property is limited because of past incremental annexations and jurisdiction limitations.

Per the agreement, the Hastings Fire Department does respond to the property as the initial emergency response provider.

If this property was annexed into the Corporate limits, both Hastings Fire and Hastings Police Department would serve the property without requiring additional personnel, equipment, or new stations.

Summary of Cost To Extend Services:

[Nebraska Revised Statute 16-117](#) requires that the City Council wishing to annex land into the corporate limits must adopt a plan that:

“...contains sufficient detail to provide a reasonable person with a full and complete understanding of the proposal for extending city services to the land proposed for annexation. The plan shall (a) state the estimated cost impact of providing the services to such land, (b) state the method by which the city plans to finance the extension of services to the land and how any services already provided to the land will be maintained, (c) include a timetable for extending services to the land proposed for annexation, and (d) include a map drawn to scale clearly delineating the land proposed for annexation, the current boundaries of the city, the proposed boundaries of the city after the annexation, and the general land-use pattern in the land proposed for annexation.

As previously described, access to sanitary sewer, electricity, gas, public roadways, and emergency and protective services are readily available. The property is currently receiving services from these utilities. No extension of utility services is required if this site were to be annexed. Additionally, the site is generally protected by the City of Hastings Fire Department and Police Department per the 2006 agreement. However, any direct response by the Hastings Police Department to the site is limited because of jurisdiction limitations. The City of Hastings would maintain these existing assets through normal budgetary processes, including capital improvement planning.

Potential Tax Implications:

By being annexed into the City of Hastings, an additional mill levy would be added to the tax statement. The following table is an estimation of the potential changes in taxes the property owner may experience by being in the Hastings corporate limits. This information was collected using the current Adams County Assessors public website and estimations by the City’s Finance Department for this year’s tax assessment and mill rate. This amount may change as a result of the normal budget cycle.

Note: During the research for the annexation review, it was discovered that an error had occurred in the legal description of an Administrative Plat in 2016 that caused Adams County to misidentify this property as being annexed into the City. The result was that the County had begun assessing and levying property taxes on the property as if it was within City limits since that time. Following this discovery, the City and County have researched the issue and developed a path forward to fully reimburse the property for the excess tax bill. The City and County are in the process of meeting with the property owners to fully explain the situation and path forward.

The attached spreadsheet showing the tax implications is for the present year as if the property was not within the City.

Summary:

The use of the property is industrial. It appears to conform to the existing zoning district classification. No known nonconformities of the zoning regulations are witnessed. If annexed, it would be recommended to remain as I-2, Heavy Industrial District.

The property and its neighbors are surrounded by properties and public right-of-way within the City of Hastings. The property gains access to the public right-of-way maintained by the City of Hastings and receives utility services for water, sanitary sewer, gas, and electricity from Hastings Utilities. The site is within both Hastings Fire Department and Hastings Police Department response areas and can be served without requiring additional personnel, equipment, or stations. Per the 2006 agreement with the Hastings Economic Development Corporation, protection by the Fire Department and Police Department was to occur at least since 2006. However, the Hastings Police Department has no jurisdiction over the area not within the City limits, regardless of the agreement.

The land and surrounding properties were designated as a County Industrial Park in 2006. An agreement with the property owners and the Hastings Economic Development Corporation before the industrial park designation was created to address future annexation of the area and other conditions of the industrial park. Nebraska Revised Statute 13-1115 prohibits an industrial park from being annexed by a municipality, unless such an agreement was approved. As evident by the City corporate limit, this area was annexed over the years, as stated in the agreement. Sometime in the mid-2010s, it was determined that the incremental approach was inappropriate and the effort stopped. It has been over 17 years since the agreement was created, making the area eligible for annexation per Item B of the agreement.

The property owner's tax assessment for the property is anticipated to increase by approximately \$477.22, or 28.77%, based on the 2023-2023 valuation. The reality is that that property owner had been paying property taxes to the City, due to the error previously discussed. These taxes are being reimbursed by the City to correct the situation.

Staff Recommendation

Per the agreement, this property was to be annexed in 2023, as it has been 17 years since the agreement was completed. Following through with the annexation of the entire property at this time would fulfill the original agreement.

Conversely, not annexing the property into the City limits would maintain a donut hole, which could impact consistent emergency services and law enforcement.

Considering all of these factors, City staff is recommending that these properties be annexed into the City.

If the Planning Commission would like to recommend to the Mayor and City Council that the properties should not be annexed into the City limits, they should clearly articulate the findings of their decision.

Property Address			PID			
Bumgardner Rentals, LLC			#010019160			
Current Value Information						
Land Value	Dwelling Value	Improvement Value	Total Value	Net Taxable Value		
\$ 7,260.00	\$ -	\$ 124,124.00	\$ 131,384.00	\$ 118,470.00		
Tax Information		Current Levy	Current Tax	Annexed Levy	Annexed Tax	% Change?
Ag Society		0.017446	\$ 20.67	0.017446	\$ 20.67	0%
CRA		0.000000	\$ -	0.026000	\$ 30.80	100%
City		0.000000	\$ -	0.424342	\$ 502.72	100%
Community College		0.090272	\$ 106.95	0.090272	\$ 106.95	0%
County		0.423456	\$ 501.67	0.423456	\$ 501.67	0%
ESU 9		0.015000	\$ 17.77	0.015000	\$ 17.77	0%
Fire		0.038805	\$ 45.97	0.000000	\$ -	0%
Library		0.008717	\$ 10.33	0.000000	\$ -	0%
NRD 1 Upper Big Blue		0.022015	\$ 26.08	0.022015	\$ 26.08	0%
SID		0.000000	\$ -	0.000000	\$ -	0%
School Bonds		0.075686	\$ 89.67	0.075686	\$ 89.67	0%
School Districts		0.708894	\$ 839.83	0.708894	\$ 839.83	0%
TIF		0.000000	\$ -	0.000000	\$ -	0%
Townships		0.000000	\$ -	0.000000	\$ -	0%
Totals		1.400291	\$ 1,658.92	1.803111	\$ 2,136.15	28.77%

3310 Yost Avenue – DeWeese Implement Company, LLC
Approximately 300 North of the Intersection of
East 33rd Street and Yost Avenue, on the East Side of Yost Avenue

Owner: DeWeese Implement Company, LLC

Subject Site:

The subject site is a generally flat piece of land that is approximately 2.69 acres in area. The site consists of four warehouses, one of which is currently under construction. Each building has been divided into condominium ownership. The property owner currently owns one stall within the building.

The properties generally along Yost Avenue are not in the City limits. Properties surrounding this general area are within the corporate limits of Hastings.

The Yost Avenue area can be considered a donut hole in the corporate limits. The reason for this donut hole is in part due to this property and the surrounding industrial area being designated as an Adams County Industrial Area in 2006. Before the County designation, an agreement between the City of Hastings and Adams County established a timeline to annex these properties into the City limits. Generally speaking, N.R.S. 13-1115 allows this type of agreement as an acceptable exemption from the prohibition of being annexed into the municipal limits.



The agreement between the County and City (attached) states:

- (A) No public roads, roadways, easements for roads, or other public rights of way shall be deemed to be within the boundaries of the County Industrial Area.
- (B) The real estate shall be subject to annexation in five annual increments, the first of which shall be eligible for annexation after the earlier of ten years after the development of the property or seventeen (17) years from the date of this order. If the annexation meets statutory criteria, annexation shall thereafter be accomplished as follows:
 - (i) In each of the five years, the City may annex 20% of the total value of the land and improvements within the County Industrial Area.
 - (ii) The value of each increment shall be determined by dividing the total value of the land and improvements within the County Industrial Area by five.
 - (iii) A metes and bounds survey shall be prepared for the purpose of physically describing each increment.

- (iv) During the month of January in each year during which an increment is to be annexed, the County Board shall release the parcel from the County Industrial Area.
- (C) The ability of the City to annex the tract shall apply to the entire tract included within the County Industrial Area, and no part of the tract shall be expected from the City's right to annex.
- (D) Upon annexation of each increment, said increment shall be considered one tax district within the City; the remaining parcels not yet annexed shall be considered as another separate tax district outside of the City.
- (E) Upon the initial annexation of any increment of the tract, the City will provide police and the protection to the entire County Industrial Area.

According to Adams County records and building permits, the building was established in 2022. As evident by the City limits depicted on the site map, the City proceeded to annex portions of the area, as defined in (B) for some time but stopped in the 2010s. If the site was incrementally annexed, per the agreement, the first annexation would have been in 2032 and the site would have been fully annexed in 2037. It has been 17 years since the date of the order, which would generally make this property eligible for annexation.

The site is within the Adams Central Public Schools District.

Floodplain Information:

The site is in FEMA Zone X, 0.2% Annual Chance Floodplain (500-year floodplain)(Map Panel # 31001C0157C).

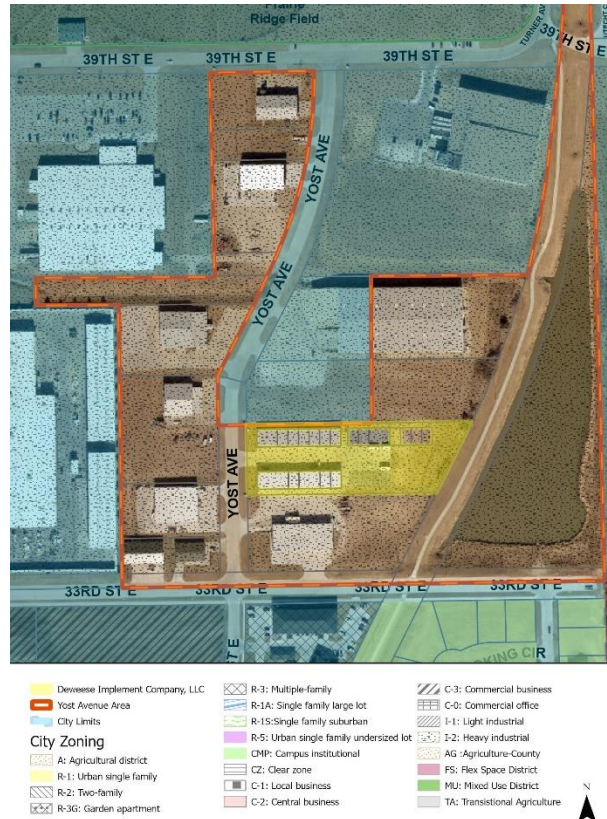
Zoning: The site and surrounding areas to the east, north, and west are currently zoned County I-2, Heavy Industrial District.

The properties to the south, across E 33rd Street, are a mix of City C-3, Commercial Business District, City R-3 Multiple-Family Residential District, and City R-1, Single-Family Residential District. The residential-zoned properties are part of the Trail Ridge Neighborhood.

The potential zoning classification, based on the surrounding area and the current use if the land was annexed into the City would be I-2, Heavy Industrial District.

Public Utilities:

Water – A 10-inch water main is located in the Yost Avenue right-of-way. The site is a customer of Hastings Utilities and receives water at the standard commercial rate inside the city.



Sanitary Sewer – A 10-inch gravity flow sanitary sewer main is located in the Yost Avenue right-of-way that provides service to the site. The business is connected to the City’s sanitary sewer infrastructure and is currently a customer of the City’s utility at a standard commercial rate.

Gas – A Hastings Utilities’ gas line is located in the E. 33rd Street right-of-way. The property is a customer of that utility enterprise and pays the standard rate for commercial property within the City limits.

Electricity - Hastings Utilities’ has electrical service in the immediate area to provide electricity to the site. The property owner is a customer of the utility enterprise and pays the standard rate for commercial property within the City limits.

Access to Public Roads – The site gains access to Yost Avenue via a driveway that serves as a parking lot and loading area for the warehouses. Yost Avenue is maintained by the City of Hastings.

Public Safety – Per the 2006 agreement with the property owners and Hastings Economic Development Corporation, the entire industrial park would be protected by the City’s fire and police department once any annexation in the industrial park was done. However, the City’s Police Department does not have legal jurisdiction over properties not within the City limits, regardless of what the agreement states. The Police Department does patrol this area, but any law enforcement response to the portion of the property is limited because of past incremental annexations and jurisdiction limitations.

Per the agreement, the Hastings Fire Department does respond to the property as the initial emergency response provider.

If this property was annexed into the Corporate limits, both Hastings Fire and Hastings Police Department would serve the property without requiring additional personnel, equipment, or new stations.

Summary of Cost To Extend Services:

[Nebraska Revised Statute 16-117](#) requires that the City Council wishing to annex land into the corporate limits must adopt a plan that:

“...contains sufficient detail to provide a reasonable person with a full and complete understanding of the proposal for extending city services to the land proposed for annexation. The plan shall (a) state the estimated cost impact of providing the services to such land, (b) state the method by which the city plans to finance the extension of services to the land and how any services already provided to the land will be maintained, (c) include a timetable for extending services to the land proposed for annexation, and (d) include a map drawn to scale clearly delineating the land proposed for annexation, the current boundaries of the city, the proposed boundaries of the city after the annexation, and the general land-use pattern in the land proposed for annexation.

As previously described, access to sanitary sewer, electricity, gas, public roadways, and emergency and protective services are readily available. The property is currently receiving services from these utilities. No extension of utility services is required if this site were to be annexed. Additionally, the site is generally protected by the City of Hastings Fire Department and Police Department per the 2006 agreement. However, any direct response by the Hastings Police Department to the site is limited because of jurisdiction limitations. The City of Hastings would maintain these existing assets through normal budgetary processes, including capital improvement planning.

Potential Tax Implications:

By being annexed into the City of Hastings, an additional mill levy would be added to the tax statement. The following table is an estimation of the potential changes in taxes the property owner may experience by being in the Hastings corporate limits. This information was collected using the current Adams County Assessors public website and estimations by the City’s Finance Department for this year’s tax assessment and mill rate. This amount may change as a result of the normal budget cycle.

Note: During the research for the annexation review, it was discovered that an error had occurred in the legal description of an Administrative Plat in 2016 that caused Adams County to misidentify this property as being annexed into the City. The result was that the County had begun assessing and levying property taxes on the property as if it was within City limits since that time. Following this discovery, the City and County have researched the issue and developed a path forward to fully reimburse the property for the excess tax bill. The City and County are in the process of meeting with the property owners to fully explain the situation and path forward.

The attached spreadsheet showing the tax implications is for the present year as if the property was not within the City.

Summary:

The use of the property is industrial. It appears to conform to the existing zoning district classification. No known nonconformities of the zoning regulations are witnessed. If annexed, it would be recommended to remain as I-2, Heavy Industrial District.

The property and its neighbors are surrounded by properties and public right-of-way within the City of Hastings. The property gains access to the public right-of-way maintained by the City of Hastings and receives utility services for water, sanitary sewer, gas, and electricity from Hastings Utilities. The site is within both Hastings Fire Department and Hastings Police Department response areas and can be served without requiring additional personnel, equipment, or stations. Per the 2006 agreement with the Hastings Economic Development Corporation, protection by the Fire Department and Police Department was to occur at least since 2006. However, the Hastings Police Department has no jurisdiction over the area not within the City limits, regardless of the agreement.

The land and surrounding properties were designated as a County Industrial Park in 2006. An agreement with the property owners and the Hastings Economic Development Corporation before the industrial park designation was created to address future annexation of the area and other conditions of the industrial park. Nebraska Revised Statute 13-1115 prohibits an industrial park from being annexed by a municipality, unless such an agreement was approved. As evident by the City corporate limit, this area was annexed over the years, as stated in the agreement. Sometime in the mid-2010s, it was determined that the incremental approach was inappropriate and the effort stopped. It has been over 17 years since the agreement was created, making the area eligible for annexation per Item B of the agreement.

The property owner's tax assessment for the property is anticipated to increase by approximately \$631.35, or 28.77%, based on the 2023-2023 valuation. The reality is that that property owner had been paying property taxes to the City, due to the error previously discussed. These taxes are being reimbursed by the City to correct the situation.

Staff Recommendation

Per the agreement, this property was to be annexed in 2023, as it has been 17 years since the agreement was completed. Following through with the annexation of the entire property at this time would fulfill the original agreement.

Conversely, not annexing the property into the City limits would maintain a donut hole, which could impact consistent emergency services and law enforcement.

Considering all of these factors, City staff is recommending that these properties be annexed into the City.

If the Planning Commission would like to recommend to the Mayor and City Council that the properties should not be annexed into the City limits, they should clearly articulate the findings of their decision.

Property Address			PID			
DeWeese Implement Company, LLC			#010019423			
Current Value Information						
Land Value	Dwelling Value	Improvement Value	Total Value	Net Taxable Value		
\$ 3,630.00	\$ -	\$ 153,103.00	\$ 156,733.00	\$ 156,733.00		
Tax Information		Current Levy	Current Tax	Annexed Levy	Annexed Tax	% Change?
Ag Society		0.017446	\$ 27.34	0.017446	\$ 27.34	0%
CRA		0.000000	\$ -	0.026000	\$ 40.75	100%
City		0.000000	\$ -	0.424342	\$ 665.08	100%
Community College		0.090272	\$ 141.49	0.090272	\$ 141.49	0%
County		0.423456	\$ 663.70	0.423456	\$ 663.70	0%
ESU 9		0.015000	\$ 23.51	0.015000	\$ 23.51	0%
Fire		0.038805	\$ 60.82	0.000000	\$ -	0%
Library		0.008717	\$ 13.66	0.000000	\$ -	0%
NRD 1 Upper Big Blue		0.022015	\$ 34.50	0.022015	\$ 34.50	0%
SID		0.000000	\$ -	0.000000	\$ -	0%
School Bonds		0.075686	\$ 118.62	0.075686	\$ 118.62	0%
School Districts		0.708894	\$ 1,111.07	0.708894	\$ 1,111.07	0%
TIF		0.000000	\$ -	0.000000	\$ -	0%
Townships		0.000000	\$ -	0.000000	\$ -	0%
Totals		1.400291	\$ 2,194.72	1.803111	\$ 2,826.07	28.77%

3312 Yost Avenue – Avery Properties, LLC
Approximately 300 North of the Intersection of
East 33rd Street and Yost Avenue, on the East Side of Yost Avenue

Owner: Avery Properties, LLC

Subject Site:

The subject site is a generally flat piece of land that is approximately 2.69 acres in area. The site consists of four warehouses, one of which is currently under construction. Each building has been divided into condominium ownership. The property owner currently owns one stall within the building.

The properties generally along Yost Avenue are not in the City limits. Properties surrounding this general area are within the corporate limits of Hastings.

The Yost Avenue area can be considered a donut hole in the corporate limits. The reason for this donut hole is in part due to this property and the surrounding industrial area being designated as an Adams County Industrial Area in 2006. Before the County designation, an agreement between the City of Hastings and Adams County established a timeline to annex these properties into the City limits. Generally speaking, N.R.S. 13-1115 allows this type of agreement as an acceptable exemption from the prohibition of being annexed into the municipal limits.



The agreement between the County and City (attached) states:

- (A) No public roads, roadways, easements for roads, or other public rights of way shall be deemed to be within the boundaries of the County Industrial Area.
- (B) The real estate shall be subject to annexation in five annual increments, the first of which shall be eligible for annexation after the earlier of ten years after the development of the property or seventeen (17) years from the date of this order. If the annexation meets statutory criteria, annexation shall thereafter be accomplished as follows:
 - (i) In each of the five years, the City may annex 20% of the total value of the land and improvements within the County Industrial Area.
 - (ii) The value of each increment shall be determined by dividing the total value of the land and improvements within the County Industrial Area by five.
 - (iii) A metes and bounds survey shall be prepared for the purpose of physically describing each increment.

- (iv) During the month of January in each year during which an increment is to be annexed, the County Board shall release the parcel from the County Industrial Area.
- (C) The ability of the City to annex the tract shall apply to the entire tract included within the County Industrial Area, and no part of the tract shall be expected from the City's right to annex.
- (D) Upon annexation of each increment, said increment shall be considered one tax district within the City; the remaining parcels not yet annexed shall be considered as another separate tax district outside of the City.
- (E) Upon the initial annexation of any increment of the tract, the City will provide police and the protection to the entire County Industrial Area.

According to Adams County records and building permits, the building was established in 2018. As evident by the City limits depicted on the site map, the City proceeded to annex portions of the area, as defined in (B) for some time but stopped in the 2010s. If the site was incrementally annexed, per the agreement, the first annexation would have been in 2028 and the site would have been fully annexed in 2033. It has been 17 years since the date of the order, which would generally make this property eligible for annexation.

The site is within the Adams Central Public Schools District.

Floodplain Information:

The site is in FEMA Zone X, 0.2% Annual Chance Floodplain (500-year floodplain)(Map Panel # 31001C0157C).

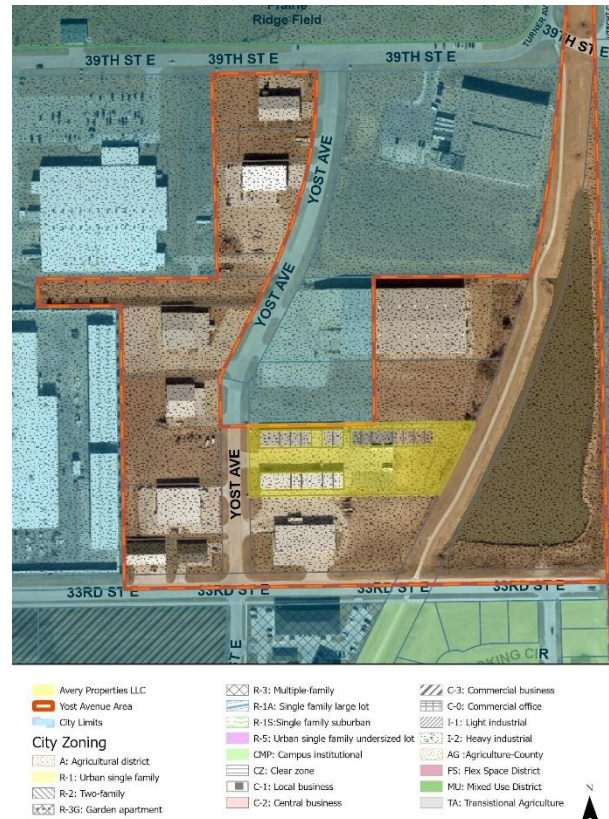
Zoning: The site and surrounding areas to the east, north, and west are currently zoned County I-2, Heavy Industrial District.

The properties to the south, across E 33rd Street, are a mix of City C-3, Commercial Business District, City R-3 Multiple-Family Residential District, and City R-1, Single-Family Residential District. The residential-zoned properties are part of the Trail Ridge Neighborhood.

The potential zoning classification, based on the surrounding area and the current use if the land was annexed into the City would be I-2, Heavy Industrial District.

Public Utilities:

Water – A 10-inch water main is located in the Yost Avenue right-of-way. The site is a customer of Hastings Utilities and receives water at the standard commercial rate inside the city.



Sanitary Sewer – A 10-inch gravity flow sanitary sewer main is located in the Yost Avenue right-of-way that provides service to the site. The business is connected to the City’s sanitary sewer infrastructure and is currently a customer of the City’s utility at a standard commercial rate.

Gas – A Hastings Utilities’ gas line is located in the E. 33rd Street right-of-way. The property is a customer of that utility enterprise and pays the standard rate for commercial property within the City limits.

Electricity - Hastings Utilities’ has electrical service in the immediate area to provide electricity to the site. The property owner is a customer of the utility enterprise and pays the standard rate for commercial property within the City limits.

Access to Public Roads – The site gains access to Yost Avenue via a driveway that serves as a parking lot and loading area for the warehouses. Yost Avenue is maintained by the City of Hastings.

Public Safety – Per the 2006 agreement with the property owners and Hastings Economic Development Corporation, the entire industrial park would be protected by the City’s fire and police department once any annexation in the industrial park was done. However, the City’s Police Department does not have legal jurisdiction over properties not within the City limits, regardless of what the agreement states. The Police Department does patrol this area, but any law enforcement response to the portion of the property is limited because of past incremental annexations and jurisdiction limitations.

Per the agreement, the Hastings Fire Department does respond to the property as the initial emergency response provider.

If this property was annexed into the Corporate limits, both Hastings Fire and Hastings Police Department would serve the property without requiring additional personnel, equipment, or new stations.

Summary of Cost To Extend Services:

[Nebraska Revised Statute 16-117](#) requires that the City Council wishing to annex land into the corporate limits must adopt a plan that:

“...contains sufficient detail to provide a reasonable person with a full and complete understanding of the proposal for extending city services to the land proposed for annexation. The plan shall (a) state the estimated cost impact of providing the services to such land, (b) state the method by which the city plans to finance the extension of services to the land and how any services already provided to the land will be maintained, (c) include a timetable for extending services to the land proposed for annexation, and (d) include a map drawn to scale clearly delineating the land proposed for annexation, the current boundaries of the city, the proposed boundaries of the city after the annexation, and the general land-use pattern in the land proposed for annexation.

As previously described, access to sanitary sewer, electricity, gas, public roadways, and emergency and protective services are readily available. The property is currently receiving services from these utilities. No extension of utility services is required if this site were to be annexed. Additionally, the site is generally protected by the City of Hastings Fire Department and Police Department per the 2006 agreement. However, any direct response by the Hastings Police Department to the site is limited because of jurisdiction limitations. The City of Hastings would maintain these existing assets through normal budgetary processes, including capital improvement planning.

Potential Tax Implications:

By being annexed into the City of Hastings, an additional mill levy would be added to the tax statement. The following table is an estimation of the potential changes in taxes the property owner may experience by being in the Hastings corporate limits. This information was collected using the current Adams County Assessors public website and estimations by the City’s Finance Department for this year’s tax assessment and mill rate. This amount may change as a result of the normal budget cycle.

Note: During the research for the annexation review, it was discovered that an error had occurred in the legal description of an Administrative Plat in 2016 that caused Adams County to misidentify this property as being annexed into the City. The result was that the County had begun assessing and levying property taxes on the property as if it was within City limits since that time. Following this discovery, the City and County have researched the issue and developed a path forward to fully reimburse the property for the excess tax bill. The City and County are in the process of meeting with the property owners to fully explain the situation and path forward.

The attached spreadsheet showing the tax implications is for the present year as if the property was not within the City.

Summary:

The use of the property is industrial. It appears to conform to the existing zoning district classification. No known nonconformities of the zoning regulations are witnessed. If annexed, it would be recommended to remain as I-2, Heavy Industrial District.

The property and its neighbors are surrounded by properties and public right-of-way within the City of Hastings. The property gains access to the public right-of-way maintained by the City of Hastings and receives utility services for water, sanitary sewer, gas, and electricity from Hastings Utilities. The site is within both Hastings Fire Department and Hastings Police Department response areas and can be served without requiring additional personnel, equipment, or stations. Per the 2006 agreement with the Hastings Economic Development Corporation, protection by the Fire Department and Police Department was to occur at least since 2006. However, the Hastings Police Department has no jurisdiction over the area not within the City limits, regardless of the agreement.

The land and surrounding properties were designated as a County Industrial Park in 2006. An agreement with the property owners and the Hastings Economic Development Corporation before the industrial park designation was created to address future annexation of the area and other conditions of the industrial park. Nebraska Revised Statute 13-1115 prohibits an industrial park from being annexed by a municipality, unless such an agreement was approved. As evident by the City corporate limit, this area was annexed over the years, as stated in the agreement. Sometime in the mid-2010s, it was determined that the incremental approach was inappropriate and the effort stopped. It has been over 17 years since the agreement was created, making the area eligible for annexation per Item B of the agreement.

The property owner's tax assessment for the property is anticipated to increase by approximately \$544.52, or 28.77%, based on the 2023-2023 valuation. The reality is that that property owner had been paying property taxes to the City, due to the error previously discussed. These taxes are being reimbursed by the City to correct the situation.

Staff Recommendation

Per the agreement, this property was to be annexed in 2023, as it has been 17 years since the agreement was completed. Following through with the annexation of the entire property at this time would fulfill the original agreement.

Conversely, not annexing the property into the City limits would maintain a donut hole, which could impact consistent emergency services and law enforcement.

Considering all of these factors, City staff is recommending that these properties be annexed into the City.

If the Planning Commission would like to recommend to the Mayor and City Council that the properties should not be annexed into the City limits, they should clearly articulate the findings of their decision.

Property Address		PID				
Avery Properties, LLC		#010019417				
Current Value Information						
Land Value		Dwelling Value	Improvement Value		Total Value	
\$	3,630.00	\$ -	\$	131,547.00	\$	135,177.00
Tax Information		Current Levy	Current Tax	Annexed Levy	Annexed Tax	% Change?
Ag Society		0.017446	\$ 23.58	0.017446	\$ 23.58	0%
CRA		0.000000	\$ -	0.026000	\$ 35.15	100%
City		0.000000	\$ -	0.424342	\$ 573.61	100%
Community College		0.090272	\$ 122.03	0.090272	\$ 122.03	0%
County		0.423456	\$ 572.42	0.423456	\$ 572.42	0%
ESU 9		0.015000	\$ 20.28	0.015000	\$ 20.28	0%
Fire		0.038805	\$ 52.46	0.000000	\$ -	0%
Library		0.008717	\$ 11.78	0.000000	\$ -	0%
NRD 1 Upper Big Blue		0.022015	\$ 29.76	0.022015	\$ 29.76	0%
SID		0.000000	\$ -	0.000000	\$ -	0%
School Bonds		0.075686	\$ 102.31	0.075686	\$ 102.31	0%
School Districts		0.708894	\$ 958.26	0.708894	\$ 958.26	0%
TIF		0.000000	\$ -	0.000000	\$ -	0%
Townships		0.000000	\$ -	0.000000	\$ -	0%
Totals		1.400291	\$ 1,892.87	1.803111	\$ 2,437.39	28.77%

3304 Yost Avenue – Legend Trail Properties, LLC
Approximately 300 North of the Intersection of
East 33rd Street and Yost Avenue, on the East Side of Yost Avenue

Owner: Legend Trail Properties

Subject Site:

The subject site is a generally flat piece of land that is approximately 2.69 acres in area. The site consists of four warehouses, one of which is currently under construction. Each building has been divided into condominium ownership. The property owner currently owns two stalls within the building.

The properties generally along Yost Avenue are not in the City limits. Properties surrounding this general area are within the corporate limits of Hastings.

The Yost Avenue area can be considered a donut hole in the corporate limits. The reason for this donut hole is in part due to this property and the surrounding industrial area being designated as an Adams County Industrial Area in 2006. Before the County designation, an agreement between the City of Hastings and Adams County established a timeline to annex these properties into the City limits. Generally speaking, N.R.S. 13-1115 allows this type of agreement as an acceptable exemption from the prohibition of being annexed into the municipal limits.



The agreement between the County and City (attached) states:

- (A) No public roads, roadways, easements for roads, or other public rights of way shall be deemed to be within the boundaries of the County Industrial Area.
- (B) The real estate shall be subject to annexation in five annual increments, the first of which shall be eligible for annexation after the earlier of ten years after the development of the property or seventeen (17) years from the date of this order. If the annexation meets statutory criteria, annexation shall thereafter be accomplished as follows:
 - (i) In each of the five years, the City may annex 20% of the total value of the land and improvements within the County Industrial Area.
 - (ii) The value of each increment shall be determined by dividing the total value of the land and improvements within the County Industrial Area by five.
 - (iii) A metes and bounds survey shall be prepared for the purpose of physically describing each increment.

- (iv) During the month of January in each year during which an increment is to be annexed, the County Board shall release the parcel from the County Industrial Area.
- (C) The ability of the City to annex the tract shall apply to the entire tract included within the County Industrial Area, and no part of the tract shall be expected from the City's right to annex.
- (D) Upon annexation of each increment, said increment shall be considered one tax district within the City; the remaining parcels not yet annexed shall be considered as another separate tax district outside of the City.
- (E) Upon the initial annexation of any increment of the tract, the City will provide police and the protection to the entire County Industrial Area.

According to Adams County records and building permits, the building was established in 2022. As evident by the City limits depicted on the site map, the City proceeded to annex portions of the area, as defined in (B) for some time but stopped in the 2010s. If the site was incrementally annexed, per the agreement, the first annexation would be in 2032 and the site would have been fully annexed in 2037. It has been 17 years since the date of the order, which would generally make this property eligible for annexation.

The site is within the Adams Central Public Schools District.

Floodplain Information:

The site is in FEMA Zone X, 0.2% Annual Chance Floodplain (500-year floodplain)(Map Panel # 31001C0157C).

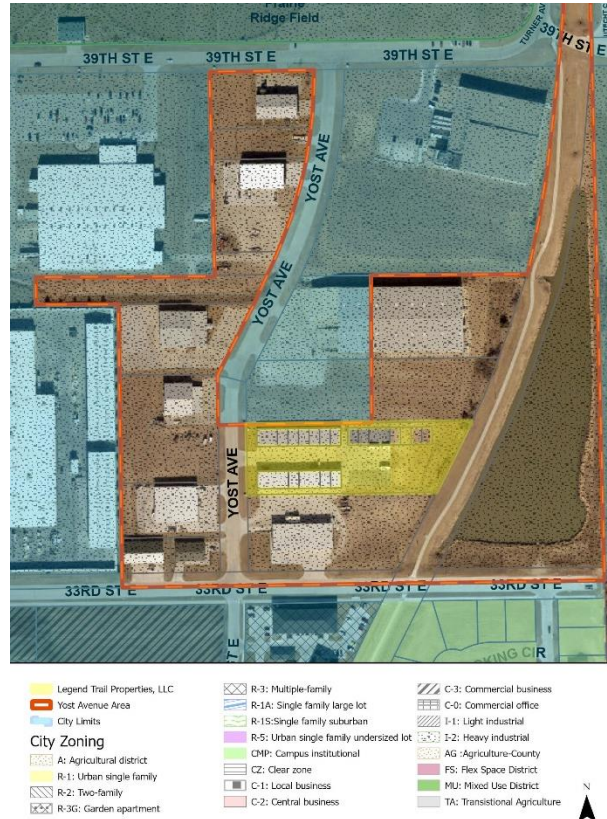
Zoning: The site and surrounding areas to the east, north, and west are currently zoned County I-2, Heavy Industrial District.

The properties to the south, across E 33rd Street, are a mix of City C-3, Commercial Business District, City R-3 Multiple-Family Residential District, and City R-1, Single-Family Residential District. The residential-zoned properties are part of the Trail Ridge Neighborhood.

The potential zoning classification, based on the surrounding area and the current use if the land was annexed into the City would be I-2, Heavy Industrial District.

Public Utilities:

Water – A 10-inch water main is located in the Yost Avenue right-of-way. The site is a customer of Hastings Utilities and receives water at the standard commercial rate inside the city.



Sanitary Sewer – A 10-inch gravity flow sanitary sewer main is located in the Yost Avenue right-of-way that provides service to the site. The business is connected to the City’s sanitary sewer infrastructure and is currently a customer of the City’s utility at a standard commercial rate.

Gas – A Hastings Utilities’ gas line is located in the E. 33rd Street right-of-way. The property is a customer of that utility enterprise and pays the standard rate for commercial property within the City limits.

Electricity - Hastings Utilities’ has electrical service in the immediate area to provide electricity to the site. The property owner is a customer of the utility enterprise and pays the standard rate for commercial property within the City limits.

Access to Public Roads – The site gains access to Yost Avenue via a driveway that serves as a parking lot and loading area for the warehouses. Yost Avenue is maintained by the City of Hastings.

Public Safety – Per the 2006 agreement with the property owners and Hastings Economic Development Corporation, the entire industrial park would be protected by the City’s fire and police department once any annexation in the industrial park was done. However, the City’s Police Department does not have legal jurisdiction over properties not within the City limits, regardless of what the agreement states. The Police Department does patrol this area, but any law enforcement response to the portion of the property is limited because of past incremental annexations and jurisdiction limitations.

Per the agreement, the Hastings Fire Department does respond to the property as the initial emergency response provider.

If this property was annexed into the Corporate limits, both Hastings Fire and Hastings Police Department would serve the property without requiring additional personnel, equipment, or new stations.

Summary of Cost To Extend Services:

[Nebraska Revised Statute 16-117](#) requires that the City Council wishing to annex land into the corporate limits must adopt a plan that:

“...contains sufficient detail to provide a reasonable person with a full and complete understanding of the proposal for extending city services to the land proposed for annexation. The plan shall (a) state the estimated cost impact of providing the services to such land, (b) state the method by which the city plans to finance the extension of services to the land and how any services already provided to the land will be maintained, (c) include a timetable for extending services to the land proposed for annexation, and (d) include a map drawn to scale clearly delineating the land proposed for annexation, the current boundaries of the city, the proposed boundaries of the city after the annexation, and the general land-use pattern in the land proposed for annexation.

As previously described, access to sanitary sewer, electricity, gas, public roadways, and emergency and protective services are readily available. The property is currently receiving services from these utilities. No extension of utility services is required if this site were to be annexed. Additionally, the site is generally protected by the City of Hastings Fire Department and Police Department per the 2006 agreement. However, any direct response by the Hastings Police Department to the site is limited because of jurisdiction limitations. The City of Hastings would maintain these existing assets through normal budgetary processes, including capital improvement planning.

Potential Tax Implications:

By being annexed into the City of Hastings, an additional mill levy would be added to the tax statement. The following table is an estimation of the potential changes in taxes the property owner may experience by being in the Hastings corporate limits. This information was collected using the current Adams County Assessors public website and estimations by the City’s Finance Department for this year’s tax assessment and mill rate. This amount may change as a result of the normal budget cycle.

Note: During the research for the annexation review, it was discovered that an error had occurred in the legal description of an Administrative Plat in 2016 that caused Adams County to misidentify this property as being annexed into the City. The result was that the County had begun assessing and levying property taxes on the property as if it was within City limits since that time. Following this discovery, the City and County have researched the issue and developed a path forward to fully reimburse the property for the excess tax bill. The City and County are in the process of meeting with the property owners to fully explain the situation and path forward.

The attached spreadsheet showing the tax implications is for the present year as if the property was not within the City.

Summary:

The use of the property is industrial. It appears to conform to the existing zoning district classification. No known nonconformities of the zoning regulations are witnessed. If annexed, it would be recommended to remain as I-2, Heavy Industrial District.

The property and its neighbors are surrounded by properties and public right-of-way within the City of Hastings. The property gains access to the public right-of-way maintained by the City of Hastings and receives utility services for water, sanitary sewer, gas, and electricity from Hastings Utilities. The site is within both Hastings Fire Department and Hastings Police Department response areas and can be served without requiring additional personnel, equipment, or stations. Per the 2006 agreement with the Hastings Economic Development Corporation, protection by the Fire Department and Police Department was to occur at least since 2006. However, the Hastings Police Department has no jurisdiction over the area not within the City limits, regardless of the agreement.

The land and surrounding properties were designated as a County Industrial Park in 2006. An agreement with the property owners and the Hastings Economic Development Corporation before the industrial park designation was created to address future annexation of the area and other conditions of the industrial park. Nebraska Revised Statute 13-1115 prohibits an industrial park from being annexed by a municipality, unless such an agreement was approved. As evident by the City corporate limit, this area was annexed over the years, as stated in the agreement. Sometime in the mid-2010s, it was determined that the incremental approach was inappropriate and the effort stopped. It has been over 17 years since the agreement was created, making the area eligible for annexation per Item B of the agreement. The building was constructed in 2022. If the incremental annexation process was continued, the site would have begun being annexed in 2032 and fully annexed in 2037.

The property owner's tax assessment for the property is anticipated to increase by approximately \$631.35, or 28.77%, based on the 2023-2023 valuation. The reality is that that property owner had been paying property taxes to the City, due to the error previously discussed. These taxes are being reimbursed by the City to correct the situation.

Staff Recommendation

Per the agreement, this property was to be annexed in 2023, as it has been 17 years since the agreement was completed. Following through with the annexation of the entire property at this time would fulfill the original agreement.

Conversely, not annexing the property into the City limits would maintain a donut hole, which could impact consistent emergency services and law enforcement.

Considering all of these factors, City staff is recommending that these properties be annexed into the City.

If the Planning Commission would like to recommend to the Mayor and City Council that the properties should not be annexed into the City limits, they should clearly articulate the findings of their decision.

Property Address			PID			
Legend Trial Properties, LLC			#010019424			
Current Value Information						
Land Value	Dwelling Value	Improvement Value	Total Value	Net Taxable Value		
\$ 3,630.00	\$ -	\$ 153,103.00	\$ 156,733.00	\$ 156,733.00		
Tax Information		Current Levy	Current Tax	Annexed Levy	Annexed Tax	% Change?
Ag Society		0.017446	\$ 27.34	0.017446	\$ 27.34	0%
CRA		0.000000	\$ -	0.026000	\$ 40.75	100%
City		0.000000	\$ -	0.424342	\$ 665.08	100%
Community College		0.090272	\$ 141.49	0.090272	\$ 141.49	0%
County		0.423456	\$ 663.70	0.423456	\$ 663.70	0%
ESU 9		0.015000	\$ 23.51	0.015000	\$ 23.51	0%
Fire		0.038805	\$ 60.82	0.000000	\$ -	0%
Library		0.008717	\$ 13.66	0.000000	\$ -	0%
NRD 1 Upper Big Blue		0.022015	\$ 34.50	0.022015	\$ 34.50	0%
SID		0.000000	\$ -	0.000000	\$ -	0%
School Bonds		0.075686	\$ 118.62	0.075686	\$ 118.62	0%
School Districts		0.708894	\$ 1,111.07	0.708894	\$ 1,111.07	0%
TIF		0.000000	\$ -	0.000000	\$ -	0%
Townships		0.000000	\$ -	0.000000	\$ -	0%
Totals		1.400291	\$ 2,194.72	1.803111	\$ 2,826.07	28.77%

3304 Yost Avenue – Fox Run Taxidermy, LLC
Approximately 300 North of the Intersection of
East 33rd Street and Yost Avenue, on the East Side of Yost Avenue

Owner: Fox Run Taxidermy, LLC

Subject Site:

The subject site is a generally flat piece of land that is approximately 2.69 acres in area. The site consists of four warehouses, one of which is currently under construction. Each building has been divided into condominium ownership. The property owner currently owns one stall within the building.

The properties generally along Yost Avenue are not in the City limits. Properties surrounding this general area are within the corporate limits of Hastings.

The Yost Avenue area can be considered a donut hole in the corporate limits. The reason for this donut hole is in part due to this property and the surrounding industrial area being designated as an Adams County Industrial Area in 2006. Before the County designation, an agreement between the City of Hastings and Adams County established a timeline to annex these properties into the City limits. Generally speaking, N.R.S. 13-1115 allows this type of agreement as an acceptable exemption from the prohibition of being annexed into the municipal limits.



The agreement between the County and City (attached) states:

- (A) No public roads, roadways, easements for roads, or other public rights of way shall be deemed to be within the boundaries of the County Industrial Area.
- (B) The real estate shall be subject to annexation in five annual increments, the first of which shall be eligible for annexation after the earlier of ten years after the development of the property or seventeen (17) years from the date of this order. If the annexation meets statutory criteria, annexation shall thereafter be accomplished as follows:
 - (i) In each of the five years, the City may annex 20% of the total value of the land and improvements within the County Industrial Area.
 - (ii) The value of each increment shall be determined by dividing the total value of the land and improvements within the County Industrial Area by five.
 - (iii) A metes and bounds survey shall be prepared for the purpose of physically describing each increment.

- (iv) During the month of January in each year during which an increment is to be annexed, the County Board shall release the parcel from the County Industrial Area.
- (C) The ability of the City to annex the tract shall apply to the entire tract included within the County Industrial Area, and no part of the tract shall be expected from the City's right to annex.
- (D) Upon annexation of each increment, said increment shall be considered one tax district within the City; the remaining parcels not yet annexed shall be considered as another separate tax district outside of the City.
- (E) Upon the initial annexation of any increment of the tract, the City will provide police and the protection to the entire County Industrial Area.

According to Adams County records and building permits, the building was established in 2022. As evident by the City limits depicted on the site map, the City proceeded to annex portions of the area, as defined in (B) for some time but stopped in the 2010s. If the site was incrementally annexed, per the agreement, the first annexation would have been in 2032 and the site would have been fully annexed in 2037. It has been 17 years since the date of the order, which would generally make this property eligible for annexation.

The site is within the Adams Central Public Schools District.

Floodplain Information:

The site is in FEMA Zone X, 0.2% Annual Chance Floodplain (500-year floodplain)(Map Panel # 31001C0157C).

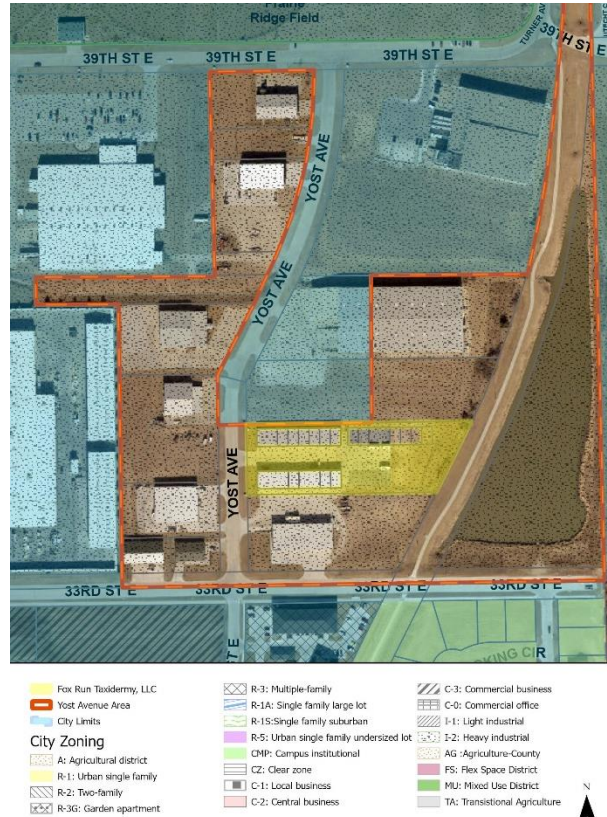
Zoning: The site and surrounding areas to the east, north, and west are currently zoned County I-2, Heavy Industrial District.

The properties to the south, across E 33rd Street, are a mix of City C-3, Commercial Business District, City R-3 Multiple-Family Residential District, and City R-1, Single-Family Residential District. The residential-zoned properties are part of the Trail Ridge Neighborhood.

The potential zoning classification, based on the surrounding area and the current use if the land was annexed into the City would be I-2, Heavy Industrial District.

Public Utilities:

Water – A 10-inch water main is located in the Yost Avenue right-of-way. The site is a customer of Hastings Utilities and receives water at the standard commercial rate inside the city.



Sanitary Sewer – A 10-inch gravity flow sanitary sewer main is located in the Yost Avenue right-of-way that provides service to the site. The business is connected to the City’s sanitary sewer infrastructure and is currently a customer of the City’s utility at a standard commercial rate.

Gas – A Hastings Utilities’ gas line is located in the E. 33rd Street right-of-way. The property is a customer of that utility enterprise and pays the standard rate for commercial property within the City limits.

Electricity - Hastings Utilities’ has electrical service in the immediate area to provide electricity to the site. The property owner is a customer of the utility enterprise and pays the standard rate for commercial property within the City limits.

Access to Public Roads – The site gains access to Yost Avenue via a driveway that serves as a parking lot and loading area for the warehouses. Yost Avenue is maintained by the City of Hastings.

Public Safety – Per the 2006 agreement with the property owners and Hastings Economic Development Corporation, the entire industrial park would be protected by the City’s fire and police department once any annexation in the industrial park was done. However, the City’s Police Department does not have legal jurisdiction over properties not within the City limits, regardless of what the agreement states. The Police Department does patrol this area, but any law enforcement response to the portion of the property is limited because of past incremental annexations and jurisdiction limitations.

Per the agreement, the Hastings Fire Department does respond to the property as the initial emergency response provider.

If this property was annexed into the Corporate limits, both Hastings Fire and Hastings Police Department would serve the property without requiring additional personnel, equipment, or new stations.

Summary of Cost To Extend Services:

[Nebraska Revised Statute 16-117](#) requires that the City Council wishing to annex land into the corporate limits must adopt a plan that:

“...contains sufficient detail to provide a reasonable person with a full and complete understanding of the proposal for extending city services to the land proposed for annexation. The plan shall (a) state the estimated cost impact of providing the services to such land, (b) state the method by which the city plans to finance the extension of services to the land and how any services already provided to the land will be maintained, (c) include a timetable for extending services to the land proposed for annexation, and (d) include a map drawn to scale clearly delineating the land proposed for annexation, the current boundaries of the city, the proposed boundaries of the city after the annexation, and the general land-use pattern in the land proposed for annexation.

As previously described, access to sanitary sewer, electricity, gas, public roadways, and emergency and protective services are readily available. The property is currently receiving services from these utilities. No extension of utility services is required if this site were to be annexed. Additionally, the site is generally protected by the City of Hastings Fire Department and Police Department per the 2006 agreement. However, any direct response by the Hastings Police Department to the site is limited because of jurisdiction limitations. The City of Hastings would maintain these existing assets through normal budgetary processes, including capital improvement planning.

Potential Tax Implications:

By being annexed into the City of Hastings, an additional mill levy would be added to the tax statement. The following table is an estimation of the potential changes in taxes the property owner may experience by being in the Hastings corporate limits. This information was collected using the current Adams County Assessors public website and estimations by the City’s Finance Department for this year’s tax assessment and mill rate. This amount may change as a result of the normal budget cycle.

Note: During the research for the annexation review, it was discovered that an error had occurred in the legal description of an Administrative Plat in 2016 that caused Adams County to misidentify this property as being annexed into the City. The result was that the County had begun assessing and levying property taxes on the property as if it was within City limits since that time. Following this discovery, the City and County have researched the issue and developed a path forward to fully reimburse the property for the excess tax bill. The City and County are in the process of meeting with the property owners to fully explain the situation and path forward.

The attached spreadsheet showing the tax implications is for the present year as if the property was not within the City.

Summary:

The use of the property is industrial. It appears to conform to the existing zoning district classification. No known nonconformities of the zoning regulations are witnessed. If annexed, it would be recommended to remain as I-2, Heavy Industrial District.

The property and its neighbors are surrounded by properties and public right-of-way within the City of Hastings. The property gains access to the public right-of-way maintained by the City of Hastings and receives utility services for water, sanitary sewer, gas, and electricity from Hastings Utilities. The site is within both Hastings Fire Department and Hastings Police Department response areas and can be served without requiring additional personnel, equipment, or stations. Per the 2006 agreement with the Hastings Economic Development Corporation, protection by the Fire Department and Police Department was to occur at least since 2006. However, the Hastings Police Department has no jurisdiction over the area not within the City limits, regardless of the agreement.

The land and surrounding properties were designated as a County Industrial Park in 2006. An agreement with the property owners and the Hastings Economic Development Corporation before the industrial park designation was created to address future annexation of the area and other conditions of the industrial park. Nebraska Revised Statute 13-1115 prohibits an industrial park from being annexed by a municipality, unless such an agreement was approved. As evident by the City corporate limit, this area was annexed over the years, as stated in the agreement. Sometime in the mid-2010s, it was determined that the incremental approach was inappropriate and the effort stopped. It has been over 17 years since the agreement was created, making the area eligible for annexation per Item B of the agreement.

The property owner's tax assessment for the property is anticipated to increase by approximately \$631.35, or 28.77%, based on the 2023-2023 valuation. The reality is that that property owner had been paying property taxes to the City, due to the error previously discussed. These taxes are being reimbursed by the City to correct the situation.

Staff Recommendation

Per the agreement, this property was to be annexed in 2023, as it has been 17 years since the agreement was completed. Following through with the annexation of the entire property at this time would fulfill the original agreement.

Conversely, not annexing the property into the City limits would maintain a donut hole, which could impact consistent emergency services and law enforcement.

Considering all of these factors, City staff is recommending that these properties be annexed into the City.

If the Planning Commission would like to recommend to the Mayor and City Council that the properties should not be annexed into the City limits, they should clearly articulate the findings of their decision.

Property Address			PID			
FOX RUN TAXIDERMY LLC			#010019426			
Current Value Information						
Land Value	Dwelling Value	Improvement Value	Total Value	Net Taxable Value		
\$ 3,630.00	\$ -	\$ 153,103.00	\$ 156,733.00	\$ 156,733.00		
Tax Information		Current Levy	Current Tax	Annexed Levy	Annexed Tax	% Change?
Ag Society		0.017446	\$ 27.34	0.017446	\$ 27.34	0%
CRA		0.000000	\$ -	0.026000	\$ 40.75	100%
City		0.000000	\$ -	0.424342	\$ 665.08	100%
Community College		0.090272	\$ 141.49	0.090272	\$ 141.49	0%
County		0.423456	\$ 663.70	0.423456	\$ 663.70	0%
ESU 9		0.015000	\$ 23.51	0.015000	\$ 23.51	0%
Fire		0.038805	\$ 60.82	0.000000	\$ -	0%
Library		0.008717	\$ 13.66	0.000000	\$ -	0%
NRD 1 Upper Big Blue		0.022015	\$ 34.50	0.022015	\$ 34.50	0%
SID		0.000000	\$ -	0.000000	\$ -	0%
School Bonds		0.075686	\$ 118.62	0.075686	\$ 118.62	0%
School Districts		0.708894	\$ 1,111.07	0.708894	\$ 1,111.07	0%
TIF		0.000000	\$ -	0.000000	\$ -	0%
Townships		0.000000	\$ -	0.000000	\$ -	0%
Totals		1.400291	\$ 2,194.72	1.803111	\$ 2,826.07	28.77%

3310 Yost Avenue – Sand Water, LLC
Approximately 300 North of the Intersection of
East 33rd Street and Yost Avenue, on the East Side of Yost Avenue

Owner: Sand Water, LLC

Subject Site:

The subject site is a generally flat piece of land that is approximately 2.69 acres in area. The site consists of four warehouses, one of which is currently under construction. Each building has been divided into condominium ownership. The property owner currently owns two stalls within the building.

The properties generally along Yost Avenue are not in the City limits. Properties surrounding this general area are within the corporate limits of Hastings.

The Yost Avenue area can be considered a donut hole in the corporate limits. The reason for this donut hole is in part due to this property and the surrounding industrial area being designated as an Adams County Industrial Area in 2006. Before the County designation, an agreement between the City of Hastings and Adams County established a timeline to annex these properties into the City limits. Generally speaking, N.R.S. 13-1115 allows this type of agreement as an acceptable exemption from the prohibition of being annexed into the municipal limits.



The agreement between the County and City (attached) states:

- (A) No public roads, roadways, easements for roads, or other public rights of way shall be deemed to be within the boundaries of the County Industrial Area.
- (B) The real estate shall be subject to annexation in five annual increments, the first of which shall be eligible for annexation after the earlier of ten years after the development of the property or seventeen (17) years from the date of this order. If the annexation meets statutory criteria, annexation shall thereafter be accomplished as follows:
 - (i) In each of the five years, the City may annex 20% of the total value of the land and improvements within the County Industrial Area.
 - (ii) The value of each increment shall be determined by dividing the total value of the land and improvements within the County Industrial Area by five.
 - (iii) A metes and bounds survey shall be prepared for the purpose of physically describing each increment.

- (iv) During the month of January in each year during which an increment is to be annexed, the County Board shall release the parcel from the County Industrial Area.
- (C) The ability of the City to annex the tract shall apply to the entire tract included within the County Industrial Area, and no part of the tract shall be expected from the City's right to annex.
- (D) Upon annexation of each increment, said increment shall be considered one tax district within the City; the remaining parcels not yet annexed shall be considered as another separate tax district outside of the City.
- (E) Upon the initial annexation of any increment of the tract, the City will provide police and the protection to the entire County Industrial Area.

According to Adams County records and building permits, the building was established in 2022. As evident by the City limits depicted on the site map, the City proceeded to annex portions of the area, as defined in (B) for some time but stopped in the 2010s. If the site was incrementally annexed, per the agreement, the first annexation would have been in 2032 and the site would have been fully annexed in 2037. It has been 17 years since the date of the order, which would generally make this property eligible for annexation.

The site is within the Adams Central Public Schools District.

Floodplain Information:

The site is in FEMA Zone X, 0.2% Annual Chance Floodplain (500-year floodplain)(Map Panel # 31001C0157C).

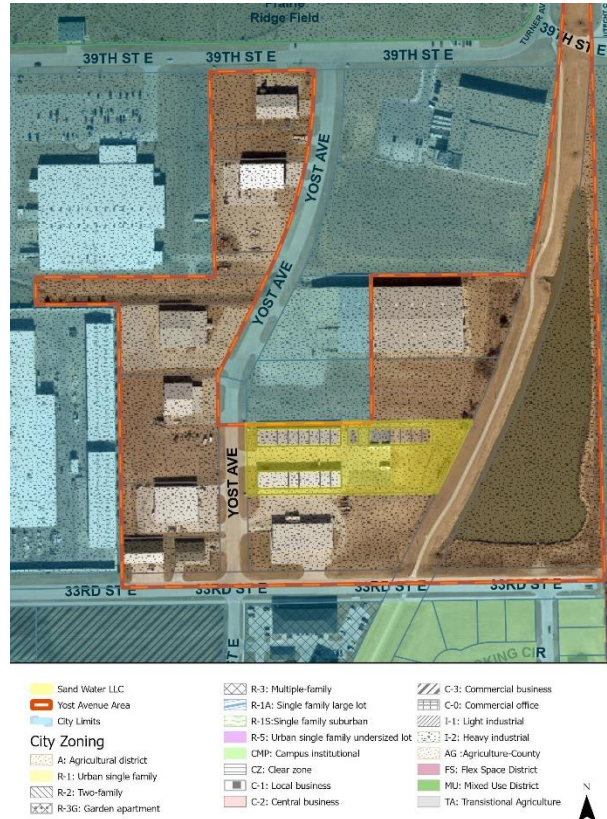
Zoning: The site and surrounding areas to the east, north, and west are currently zoned County I-2, Heavy Industrial District.

The properties to the south, across E 33rd Street, are a mix of City C-3, Commercial Business District, City R-3 Multiple-Family Residential District, and City R-1, Single-Family Residential District. The residential-zoned properties are part of the Trail Ridge Neighborhood.

The potential zoning classification, based on the surrounding area and the current use if the land was annexed into the City would be I-2, Heavy Industrial District.

Public Utilities:

Water – A 10-inch water main is located in the Yost Avenue right-of-way. The site is a customer of Hastings Utilities and receives water at the standard commercial rate inside the city.



Sanitary Sewer – A 10-inch gravity flow sanitary sewer main is located in the Yost Avenue right-of-way that provides service to the site. The business is connected to the City’s sanitary sewer infrastructure and is currently a customer of the City’s utility at a standard commercial rate.

Gas – A Hastings Utilities’ gas line is located in the E. 33rd Street right-of-way. The property is a customer of that utility enterprise and pays the standard rate for commercial property within the City limits.

Electricity - Hastings Utilities’ has electrical service in the immediate area to provide electricity to the site. The property owner is a customer of the utility enterprise and pays the standard rate for commercial property within the City limits.

Access to Public Roads – The site gains access to Yost Avenue via a driveway that serves as a parking lot and loading area for the warehouses. Yost Avenue is maintained by the City of Hastings.

Public Safety – Per the 2006 agreement with the property owners and Hastings Economic Development Corporation, the entire industrial park would be protected by the City’s fire and police department once any annexation in the industrial park was done. However, the City’s Police Department does not have legal jurisdiction over properties not within the City limits, regardless of what the agreement states. The Police Department does patrol this area, but any law enforcement response to the portion of the property is limited because of past incremental annexations and jurisdiction limitations.

Per the agreement, the Hastings Fire Department does respond to the property as the initial emergency response provider.

If this property was annexed into the Corporate limits, both Hastings Fire and Hastings Police Department would serve the property without requiring additional personnel, equipment, or new stations.

Summary of Cost To Extend Services:

[Nebraska Revised Statute 16-117](#) requires that the City Council wishing to annex land into the corporate limits must adopt a plan that:

“...contains sufficient detail to provide a reasonable person with a full and complete understanding of the proposal for extending city services to the land proposed for annexation. The plan shall (a) state the estimated cost impact of providing the services to such land, (b) state the method by which the city plans to finance the extension of services to the land and how any services already provided to the land will be maintained, (c) include a timetable for extending services to the land proposed for annexation, and (d) include a map drawn to scale clearly delineating the land proposed for annexation, the current boundaries of the city, the proposed boundaries of the city after the annexation, and the general land-use pattern in the land proposed for annexation.

As previously described, access to sanitary sewer, electricity, gas, public roadways, and emergency and protective services are readily available. The property is currently receiving services from these utilities. No extension of utility services is required if this site were to be annexed. Additionally, the site is generally protected by the City of Hastings Fire Department and Police Department per the 2006 agreement. However, any direct response by the Hastings Police Department to the site is limited because of jurisdiction limitations. The City of Hastings would maintain these existing assets through normal budgetary processes, including capital improvement planning.

Potential Tax Implications:

By being annexed into the City of Hastings, an additional mill levy would be added to the tax statement. The following table is an estimation of the potential changes in taxes the property owner may experience by being in the Hastings corporate limits. This information was collected using the current Adams County Assessors public website and estimations by the City’s Finance Department for this year’s tax assessment and mill rate. This amount may change as a result of the normal budget cycle.

Note: During the research for the annexation review, it was discovered that an error had occurred in the legal description of an Administrative Plat in 2016 that caused Adams County to misidentify this property as being annexed into the City. The result was that the County had begun assessing and levying property taxes on the property as if it was within City limits since that time. Following this discovery, the City and County have researched the issue and developed a path forward to fully reimburse the property for the excess tax bill. The City and County are in the process of meeting with the property owners to fully explain the situation and path forward.

The attached spreadsheet showing the tax implications is for the present year as if the property was not within the City.

Summary:

The use of the property is industrial. It appears to conform to the existing zoning district classification. No known nonconformities of the zoning regulations are witnessed. If annexed, it would be recommended to remain as I-2, Heavy Industrial District.

The property and its neighbors are surrounded by properties and public right-of-way within the City of Hastings. The property gains access to the public right-of-way maintained by the City of Hastings and receives utility services for water, sanitary sewer, gas, and electricity from Hastings Utilities. The site is within both Hastings Fire Department and Hastings Police Department response areas and can be served without requiring additional personnel, equipment, or stations. Per the 2006 agreement with the Hastings Economic Development Corporation, protection by the Fire Department and Police Department was to occur at least since 2006. However, the Hastings Police Department has no jurisdiction over the area not within the City limits, regardless of the agreement.

The land and surrounding properties were designated as a County Industrial Park in 2006. An agreement with the property owners and the Hastings Economic Development Corporation before the industrial park designation was created to address future annexation of the area and other conditions of the industrial park. Nebraska Revised Statute 13-1115 prohibits an industrial park from being annexed by a municipality, unless such an agreement was approved. As evident by the City corporate limit, this area was annexed over the years, as stated in the agreement. Sometime in the mid-2010s, it was determined that the incremental approach was inappropriate and the effort stopped. It has been over 17 years since the agreement was created, making the area eligible for annexation per Item B of the agreement.

The property owner's tax assessment for the property is anticipated to increase by approximately \$351.92, or 28.77%, based on the 2023-2023 valuation. The reality is that that property owner had been paying property taxes to the City, due to the error previously discussed. These taxes are being reimbursed by the City to correct the situation.

Staff Recommendation

Per the agreement, this property was to be annexed in 2023, as it has been 17 years since the agreement was completed. Following through with the annexation of the entire property at this time would fulfill the original agreement.

Conversely, not annexing the property into the City limits would maintain a donut hole, which could impact consistent emergency services and law enforcement.

Considering all of these factors, City staff is recommending that these properties be annexed into the City.

If the Planning Commission would like to recommend to the Mayor and City Council that the properties should not be annexed into the City limits, they should clearly articulate the findings of their decision.

Property Address			PID			
Sandwater, LLC			#010019422			
Current Value Information						
Land Value	Dwelling Value	Improvement Value	Total Value	Net Taxable Value		
\$ 3,630.00	\$ -	\$ 83,733.00	\$ 87,363.00	\$ 87,363.00		
Tax Information		Current Levy	Current Tax	Annexed Levy	Annexed Tax	% Change?
Ag Society		0.017446	\$ 15.24	0.017446	\$ 15.24	0%
CRA		0.000000	\$ -	0.026000	\$ 22.71	100%
City		0.000000	\$ -	0.424342	\$ 370.72	100%
Community College		0.090272	\$ 78.86	0.090272	\$ 78.86	0%
County		0.423456	\$ 369.94	0.423456	\$ 369.94	0%
ESU 9		0.015000	\$ 13.10	0.015000	\$ 13.10	0%
Fire		0.038805	\$ 33.90	0.000000	\$ -	0%
Library		0.008717	\$ 7.62	0.000000	\$ -	0%
NRD 1 Upper Big Blue		0.022015	\$ 19.23	0.022015	\$ 19.23	0%
SID		0.000000	\$ -	0.000000	\$ -	0%
School Bonds		0.075686	\$ 66.12	0.075686	\$ 66.12	0%
School Districts		0.708894	\$ 619.31	0.708894	\$ 619.31	0%
TIF		0.000000	\$ -	0.000000	\$ -	0%
Townships		0.000000	\$ -	0.000000	\$ -	0%
Totals		1.400291	\$ 1,223.34	1.803111	\$ 1,575.25	28.77%

3310 Yost Avenue – Daniel Spellman & Diana Acheson
Approximately 300 North of the Intersection of
East 33rd Street and Yost Avenue, on the East Side of Yost Avenue

Owner: Daniel Spellman & Diana Acheson

Subject Site:

The subject site is a generally flat piece of land that is approximately 2.69 acres in area. The site consists of four warehouses, one of which is currently under construction. Each building has been divided into condominium ownership. The property owner currently owns two stalls within the building.

The properties generally along Yost Avenue are not in the City limits. Properties surrounding this general area are within the corporate limits of Hastings.

The Yost Avenue area can be considered a donut hole in the corporate limits. The reason for this donut hole is in part due to this property and the surrounding industrial area being designated as an Adams County Industrial Area in 2006. Before the County designation, an agreement between the City of Hastings and Adams County established a timeline to annex these properties into the City limits. Generally speaking, N.R.S. 13-1115 allows this type of agreement as an acceptable exemption from the prohibition of being annexed into the municipal limits.



The agreement between the County and City (attached) states:

- (A) No public roads, roadways, easements for roads, or other public rights of way shall be deemed to be within the boundaries of the County Industrial Area.
- (B) The real estate shall be subject to annexation in five annual increments, the first of which shall be eligible for annexation after the earlier of ten years after the development of the property or seventeen (17) years from the date of this order. If the annexation meets statutory criteria, annexation shall thereafter be accomplished as follows:
 - (i) In each of the five years, the City may annex 20% of the total value of the land and improvements within the County Industrial Area.
 - (ii) The value of each increment shall be determined by dividing the total value of the land and improvements within the County Industrial Area by five.
 - (iii) A metes and bounds survey shall be prepared for the purpose of physically describing each increment.

- (iv) During the month of January in each year during which an increment is to be annexed, the County Board shall release the parcel from the County Industrial Area.
- (C) The ability of the City to annex the tract shall apply to the entire tract included within the County Industrial Area, and no part of the tract shall be expected from the City's right to annex.
- (D) Upon annexation of each increment, said increment shall be considered one tax district within the City; the remaining parcels not yet annexed shall be considered as another separate tax district outside of the City.
- (E) Upon the initial annexation of any increment of the tract, the City will provide police and the protection to the entire County Industrial Area.

According to Adams County records and building permits, the building was established in 2022. As evident by the City limits depicted on the site map, the City proceeded to annex portions of the area, as defined in (B) for some time but stopped in the 2010s. If the site was incrementally annexed, per the agreement, the first annexation would have been in 2032 and the site would have been fully annexed in 2037. It has been 17 years since the date of the order, which would generally make this property eligible for annexation.

The site is within the Adams Central Public Schools District.

Floodplain Information:

The site is in FEMA Zone X, 0.2% Annual Chance Floodplain (500-year floodplain)(Map Panel # 31001C0157C).

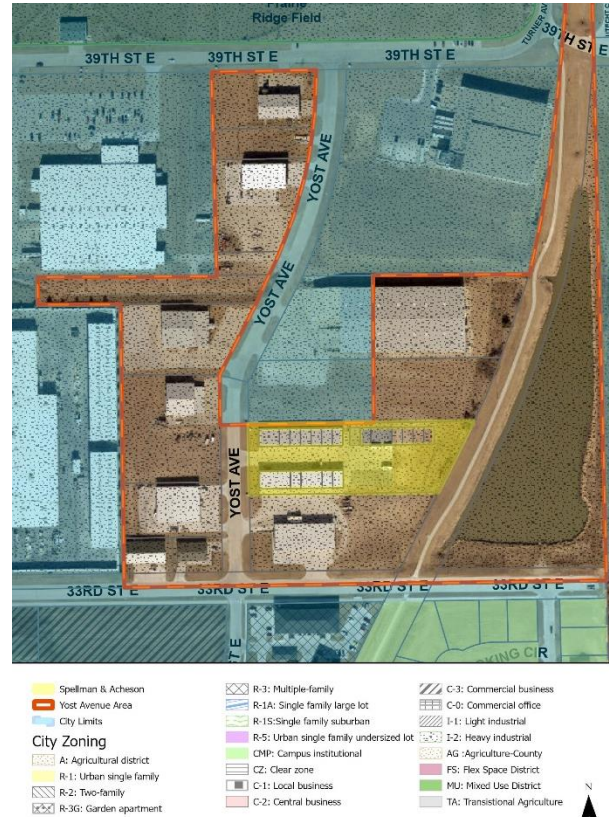
Zoning: The site and surrounding areas to the east, north, and west are currently zoned County I-2, Heavy Industrial District.

The properties to the south, across E 33rd Street, are a mix of City C-3, Commercial Business District, City R-3 Multiple-Family Residential District, and City R-1, Single-Family Residential District. The residential-zoned properties are part of the Trail Ridge Neighborhood.

The potential zoning classification, based on the surrounding area and the current use if the land was annexed into the City would be I-2, Heavy Industrial District.

Public Utilities:

Water – A 10-inch water main is located in the Yost Avenue right-of-way. The site is a customer of Hastings Utilities and receives water at the standard commercial rate inside the city.



Sanitary Sewer – A 10-inch gravity flow sanitary sewer main is located in the Yost Avenue right-of-way that provides service to the site. The business is connected to the City’s sanitary sewer infrastructure and is currently a customer of the City’s utility at a standard commercial rate.

Gas – A Hastings Utilities’ gas line is located in the E. 33rd Street right-of-way. The property is a customer of that utility enterprise and pays the standard rate for commercial property within the City limits.

Electricity - Hastings Utilities’ has electrical service in the immediate area to provide electricity to the site. The property owner is a customer of the utility enterprise and pays the standard rate for commercial property within the City limits.

Access to Public Roads – The site gains access to Yost Avenue via a driveway that serves as a parking lot and loading area for the warehouses. Yost Avenue is maintained by the City of Hastings.

Public Safety – Per the 2006 agreement with the property owners and Hastings Economic Development Corporation, the entire industrial park would be protected by the City’s fire and police department once any annexation in the industrial park was done. However, the City’s Police Department does not have legal jurisdiction over properties not within the City limits, regardless of what the agreement states. The Police Department does patrol this area, but any law enforcement response to the portion of the property is limited because of past incremental annexations and jurisdiction limitations.

Per the agreement, the Hastings Fire Department does respond to the property as the initial emergency response provider.

If this property was annexed into the Corporate limits, both Hastings Fire and Hastings Police Department would serve the property without requiring additional personnel, equipment, or new stations.

Summary of Cost To Extend Services:

[Nebraska Revised Statute 16-117](#) requires that the City Council wishing to annex land into the corporate limits must adopt a plan that:

“...contains sufficient detail to provide a reasonable person with a full and complete understanding of the proposal for extending city services to the land proposed for annexation. The plan shall (a) state the estimated cost impact of providing the services to such land, (b) state the method by which the city plans to finance the extension of services to the land and how any services already provided to the land will be maintained, (c) include a timetable for extending services to the land proposed for annexation, and (d) include a map drawn to scale clearly delineating the land proposed for annexation, the current boundaries of the city, the proposed boundaries of the city after the annexation, and the general land-use pattern in the land proposed for annexation.

As previously described, access to sanitary sewer, electricity, gas, public roadways, and emergency and protective services are readily available. The property is currently receiving services from these utilities. No extension of utility services is required if this site were to be annexed. Additionally, the site is generally protected by the City of Hastings Fire Department and Police Department per the 2006 agreement. However, any direct response by the Hastings Police Department to the site is limited because of jurisdiction limitations. The City of Hastings would maintain these existing assets through normal budgetary processes, including capital improvement planning.

Potential Tax Implications:

By being annexed into the City of Hastings, an additional mill levy would be added to the tax statement. The following table is an estimation of the potential changes in taxes the property owner may experience by being in the Hastings corporate limits. This information was collected using the current Adams County Assessors public website and estimations by the City’s Finance Department for this year’s tax assessment and mill rate. This amount may change as a result of the normal budget cycle.

Note: During the research for the annexation review, it was discovered that an error had occurred in the legal description of an Administrative Plat in 2016 that caused Adams County to misidentify this property as being annexed into the City. The result was that the County had begun assessing and levying property taxes on the property as if it was within City limits since that time. Following this discovery, the City and County have researched the issue and developed a path forward to fully reimburse the property for the excess tax bill. The City and County are in the process of meeting with the property owners to fully explain the situation and path forward.

The attached spreadsheet showing the tax implications is for the present year as if the property was not within the City.

Summary:

The use of the property is industrial. It appears to conform to the existing zoning district classification. No known nonconformities of the zoning regulations are witnessed. If annexed, it would be recommended to remain as I-2, Heavy Industrial District.

The property and its neighbors are surrounded by properties and public right-of-way within the City of Hastings. The property gains access to the public right-of-way maintained by the City of Hastings and receives utility services for water, sanitary sewer, gas, and electricity from Hastings Utilities. The site is within both Hastings Fire Department and Hastings Police Department response areas and can be served without requiring additional personnel, equipment, or stations. Per the 2006 agreement with the Hastings Economic Development Corporation, protection by the Fire Department and Police Department was to occur at least since 2006. However, the Hastings Police Department has no jurisdiction over the area not within the City limits, regardless of the agreement.

The land and surrounding properties were designated as a County Industrial Park in 2006. An agreement with the property owners and the Hastings Economic Development Corporation before the industrial park designation was created to address future annexation of the area and other conditions of the industrial park. Nebraska Revised Statute 13-1115 prohibits an industrial park from being annexed by a municipality, unless such an agreement was approved. As evident by the City corporate limit, this area was annexed over the years, as stated in the agreement. Sometime in the mid-2010s, it was determined that the incremental approach was inappropriate and the effort stopped. It has been over 17 years since the agreement was created, making the area eligible for annexation per Item B of the agreement. The building was constructed in 2022. If the incremental annexation process was continued, the site would have begun being annexed in 2032 and fully annexed in 2037.

The property owner's tax assessment for the property is anticipated to increase by approximately \$351.92, or 28.77%, based on the 2023-2023 valuation. The reality is that that property owner had been paying property taxes to the City, due to the error previously discussed. These taxes are being reimbursed by the City to correct the situation.

Staff Recommendation

Per the agreement, this property was to be annexed in 2023, as it has been 17 years since the agreement was completed. Following through with the annexation of the entire property at this time would fulfill the original agreement.

Conversely, not annexing the property into the City limits would maintain a donut hole, which could impact consistent emergency services and law enforcement.

Considering all of these factors, City staff is recommending that these properties be annexed into the City.

If the Planning Commission would like to recommend to the Mayor and City Council that the properties should not be annexed into the City limits, they should clearly articulate the findings of their decision.

Property Address			PID			
Daniel Spellman & Diana Acheson			#010019421			
Current Value Information						
Land Value	Dwelling Value	Improvement Value	Total Value	Net Taxable Value		
\$ 3,630.00	\$ -	\$ 83,733.00	\$ 87,363.00	\$ 87,363.00		
Tax Information		Current Levy	Current Tax	Annexed Levy	Annexed Tax	% Change?
Ag Society		0.017446	\$ 15.24	0.017446	\$ 15.24	0%
CRA		0.000000	\$ -	0.026000	\$ 22.71	100%
City		0.000000	\$ -	0.424342	\$ 370.72	100%
Community College		0.090272	\$ 78.86	0.090272	\$ 78.86	0%
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ESU 9		0.015000	\$ 13.10	0.015000	\$ 13.10	0%
Fire		0.038805	\$ 33.90	0.000000	\$ -	0%
Library		0.008717	\$ 7.62	0.000000	\$ -	0%
NRD 1 Upper Big Blue		0.022015	\$ 19.23	0.022015	\$ 19.23	0%
SID		0.000000	\$ -	0.000000	\$ -	0%
School Bonds		0.075686	\$ 66.12	0.075686	\$ 66.12	0%
School Districts		0.708894	\$ 619.31	0.708894	\$ 619.31	0%
TIF		0.000000	\$ -	0.000000	\$ -	0%
Townships		0.000000	\$ -	0.000000	\$ -	0%
Totals		1.400291	\$ 1,223.34	1.803111	\$ 1,575.25	28.77%
				\$	-	

3310 Yost Avenue – Gibraitair Development, LLC
Approximately 300 North of the Intersection of
East 33rd Street and Yost Avenue, on the East Side of Yost Avenue

Owner: Gibraitair Development, LLC

Subject Site:

The subject site is a generally flat piece of land that is approximately 2.69 acres in area. The site consists of four warehouses, one of which is currently under construction. Each building has been divided into condominium ownership. The property owner currently owns two stalls within the building.

The properties generally along Yost Avenue are not in the City limits. Properties surrounding this general area are within the corporate limits of Hastings.

The Yost Avenue area can be considered a donut hole in the corporate limits. The reason for this donut hole is in part due to this property and the surrounding industrial area being designated as an Adams County Industrial Area in 2006. Before the County designation, an agreement between the City of Hastings and Adams County established a timeline to annex these properties into the City limits. Generally speaking, N.R.S. 13-1115 allows this type of agreement as an acceptable exemption from the prohibition of being annexed into the municipal limits.



The agreement between the County and City (attached) states:

- (A) No public roads, roadways, easements for roads, or other public rights of way shall be deemed to be within the boundaries of the County Industrial Area.
- (B) The real estate shall be subject to annexation in five annual increments, the first of which shall be eligible for annexation after the earlier of ten years after the development of the property or seventeen (17) years from the date of this order. If the annexation meets statutory criteria, annexation shall thereafter be accomplished as follows:
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- (iv) During the month of January in each year during which an increment is to be annexed, the County Board shall release the parcel from the County Industrial Area.
- (C) The ability of the City to annex the tract shall apply to the entire tract included within the County Industrial Area, and no part of the tract shall be expected from the City's right to annex.
- (D) Upon annexation of each increment, said increment shall be considered one tax district within the City; the remaining parcels not yet annexed shall be considered as another separate tax district outside of the City.
- (E) Upon the initial annexation of any increment of the tract, the City will provide police and the protection to the entire County Industrial Area.

According to Adams County records and building permits, the building was established in 2022. As evident by the City limits depicted on the site map, the City proceeded to annex portions of the area, as defined in (B) for some time but stopped in the mid-2010s. If the site was incrementally annexed, per the agreement, the first annexation would have been in 2032 and the site would have been fully annexed in 2037. It has been 17 years since the date of the order, which would generally make this property eligible for annexation.

The site is within the Adams Central Public Schools District.

Floodplain Information:

The site is in FEMA Zone X, 0.2% Annual Chance Floodplain (500-year floodplain)(Map Panel # 31001C0157C).

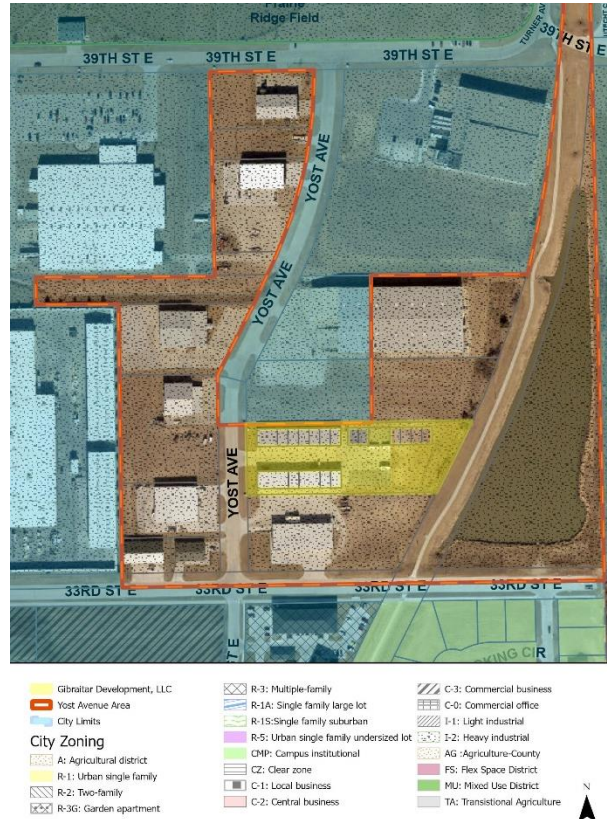
Zoning: The site and surrounding areas to the east, north, and west are currently zoned County I-2, Heavy Industrial District.

The properties to the south, across E 33rd Street, are a mix of City C-3, Commercial Business District, City R-3 Multiple-Family Residential District, and City R-1, Single-Family Residential District. The residential-zoned properties are part of the Trail Ridge Neighborhood.

The potential zoning classification, based on the surrounding area and the current use if the land was annexed into the City would be I-2, Heavy Industrial District.

Public Utilities:

Water – A 10-inch water main is located in the Yost Avenue right-of-way. The site is a customer of Hastings Utilities and receives water at the standard commercial rate inside the city.



Sanitary Sewer – A 10-inch gravity flow sanitary sewer main is located in the Yost Avenue right-of-way that provides service to the site. The business is connected to the City’s sanitary sewer infrastructure and is currently a customer of the City’s utility at a standard commercial rate.

Gas – A Hastings Utilities’ gas line is located in the E. 33rd Street right-of-way. The property is a customer of that utility enterprise and pays the standard rate for commercial property within the City limits.

Electricity - Hastings Utilities’ has electrical service in the immediate area to provide electricity to the site. The property owner is a customer of the utility enterprise and pays the standard rate for commercial property within the City limits.

Access to Public Roads – The site gains access to Yost Avenue via a driveway that serves as a parking lot and loading area for the warehouses. Yost Avenue is maintained by the City of Hastings.

Public Safety – Per the 2006 agreement with the property owners and Hastings Economic Development Corporation, the entire industrial park would be protected by the City’s fire and police department once any annexation in the industrial park was done. However, the City’s Police Department does not have legal jurisdiction over properties not within the City limits, regardless of what the agreement states. The Police Department does patrol this area, but any law enforcement response to the portion of the property is limited because of past incremental annexations and jurisdiction limitations.

Per the agreement, the Hastings Fire Department does respond to the property as the initial emergency response provider.

If this property was annexed into the Corporate limits, both Hastings Fire and Hastings Police Department would serve the property without requiring additional personnel, equipment, or new stations.

Summary of Cost To Extend Services:

[Nebraska Revised Statute 16-117](#) requires that the City Council wishing to annex land into the corporate limits must adopt a plan that:

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Potential Tax Implications:

By being annexed into the City of Hastings, an additional mill levy would be added to the tax statement. The following table is an estimation of the potential changes in taxes the property owner may experience by being in the Hastings corporate limits. This information was collected using the current Adams County Assessors public website and estimations by the City’s Finance Department for this year’s tax assessment and mill rate. This amount may change as a result of the normal budget cycle.

Note: During the research for the annexation review, it was discovered that an error had occurred in the legal description of an Administrative Plat in 2016 that caused Adams County to misidentify this property as being annexed into the City. The result was that the County had begun assessing and levying property taxes on the property as if it was within City limits since that time. Following this discovery, the City and County have researched the issue and developed a path forward to fully reimburse the property for the excess tax bill. The City and County are in the process of meeting with the property owners to fully explain the situation and path forward.

The attached spreadsheet showing the tax implications is for the present year as if the property was not within the City.

Summary:

The use of the property is industrial. It appears to conform to the existing zoning district classification. No known nonconformities of the zoning regulations are witnessed. If annexed, it would be recommended to remain as I-2, Heavy Industrial District.

The property and its neighbors are surrounded by properties and public right-of-way within the City of Hastings. The property gains access to the public right-of-way maintained by the City of Hastings and receives utility services for water, sanitary sewer, gas, and electricity from Hastings Utilities. The site is within both Hastings Fire Department and Hastings Police Department response areas and can be served without requiring additional personnel, equipment, or stations. Per the 2006 agreement with the Hastings Economic Development Corporation, protection by the Fire Department and Police Department was to occur at least since 2006. However, the Hastings Police Department has no jurisdiction over the area not within the City limits, regardless of the agreement.

The land and surrounding properties were designated as a County Industrial Park in 2006. An agreement with the property owners and the Hastings Economic Development Corporation before the industrial park designation was created to address future annexation of the area and other conditions of the industrial park. Nebraska Revised Statute 13-1115 prohibits an industrial park from being annexed by a municipality, unless such an agreement was approved. As evident by the City corporate limit, this area was annexed over the years, as stated in the agreement. Sometime in the mid-2010s, it was determined that the incremental approach was inappropriate and the effort stopped. It has been over 17 years since the agreement was created, making the area eligible for annexation per Item B of the agreement.

The property owner's tax assessment for the property is anticipated to increase by approximately \$1,091.53, or 28.77%, based on the 2023-2023 valuation. The reality is that that property owner had been paying property taxes to the City, due to the error previously discussed. These taxes are being reimbursed by the City to correct the situation.

Staff Recommendation

Per the agreement, this property was to be annexed in 2023, as it has been 17 years since the agreement was completed. Following through with the annexation of the entire property at this time would fulfill the original agreement.

Conversely, not annexing the property into the City limits would maintain a donut hole, which could impact consistent emergency services and law enforcement.

Considering all of these factors, City staff is recommending that these properties be annexed into the City.

If the Planning Commission would like to recommend to the Mayor and City Council that the properties should not be annexed into the City limits, they should clearly articulate the findings of their decision.

Property Address			PID			
Gibraltar Development, LLC			#010019383			
Current Value Information						
Land Value	Dwelling Value	Improvement Value	Total Value	Net Taxable Value		
\$ 6,300.00	\$ 264,671.00	\$ -	\$ 270,971.00	\$ 270,971.00		
Tax Information		Current Levy	Current Tax	Annexed Levy	Annexed Tax	% Change?
Ag Society		0.017446	\$ 47.27	0.017446	\$ 47.27	0%
CRA		0.000000	\$ -	0.026000	\$ 70.45	100%
City		0.000000	\$ -	0.424342	\$ 1,149.84	100%
Community College		0.090272	\$ 244.61	0.090272	\$ 244.61	0%
County		0.423456	\$ 1,147.44	0.423456	\$ 1,147.44	0%
ESU 9		0.015000	\$ 40.65	0.015000	\$ 40.65	0%
Fire		0.038805	\$ 105.15	0.000000	\$ -	0%
Library		0.008717	\$ 23.62	0.000000	\$ -	0%
NRD 1 Upper Big Blue		0.022015	\$ 59.65	0.022015	\$ 59.65	0%
SID		0.000000	\$ -	0.000000	\$ -	0%
School Bonds		0.075686	\$ 205.09	0.075686	\$ 205.09	0%
School Districts		0.708894	\$ 1,920.90	0.708894	\$ 1,920.90	0%
TIF		0.000000	\$ -	0.000000	\$ -	0%
Townships		0.000000	\$ -	0.000000	\$ -	0%
Totals		1.400291	\$ 3,794.38	1.803111	\$ 4,885.91	28.77%

3312 Yost Avenue – Larry & Deborah Meyer
Approximately 300 North of the Intersection of
East 33rd Street and Yost Avenue, on the East Side of Yost Avenue

Owner: Larry & Deborah Meyer

Subject Site:

The subject site is a generally flat piece of land that is approximately 2.69 acres in area. The site consists of four warehouses, one of which is currently under construction. Each building has been divided into condominium ownership. The property owner currently owns two stalls within the building.

The properties generally along Yost Avenue are not in the City limits. Properties surrounding this general area are within the corporate limits of Hastings.

The Yost Avenue area can be considered a donut hole in the corporate limits. The reason for this donut hole is in part due to this property and the surrounding industrial area being designated as an Adams County Industrial Area in 2006. Before the County designation, an agreement between the City of Hastings and Adams County established a timeline to annex these properties into the City limits. Generally speaking, N.R.S. 13-1115 allows this type of agreement as an acceptable exemption from the prohibition of being annexed into the municipal limits.



The agreement between the County and City (attached) states:

- (A) No public roads, roadways, easements for roads, or other public rights of way shall be deemed to be within the boundaries of the County Industrial Area.
- (B) The real estate shall be subject to annexation in five annual increments, the first of which shall be eligible for annexation after the earlier of ten years after the development of the property or seventeen (17) years from the date of this order. If the annexation meets statutory criteria, annexation shall thereafter be accomplished as follows:
 - (i) In each of the five years, the City may annex 20% of the total value of the land and improvements within the County Industrial Area.
 - (ii) The value of each increment shall be determined by dividing the total value of the land and improvements within the County Industrial Area by five.
 - (iii) A metes and bounds survey shall be prepared for the purpose of physically describing each increment.

- (iv) During the month of January in each year during which an increment is to be annexed, the County Board shall release the parcel from the County Industrial Area.
- (C) The ability of the City to annex the tract shall apply to the entire tract included within the County Industrial Area, and no part of the tract shall be expected from the City's right to annex.
- (D) Upon annexation of each increment, said increment shall be considered one tax district within the City; the remaining parcels not yet annexed shall be considered as another separate tax district outside of the City.
- (E) Upon the initial annexation of any increment of the tract, the City will provide police and the protection to the entire County Industrial Area.

According to Adams County records and building permits, the building was established in 2016. As evident by the City limits depicted on the site map, the City proceeded to annex portions of the area, as defined in (B) for some time but stopped in the 2010s. If the site was incrementally annexed, per the agreement, the first annexation would be in 2026 and the site would have been fully annexed in 2031. It has been 17 years since the date of the order, which would generally make this property eligible for annexation.

The site is within the Adams Central Public Schools District.

Floodplain Information:

The site is in FEMA Zone X, 0.2% Annual Chance Floodplain (500-year floodplain)(Map Panel # 31001C0157C).

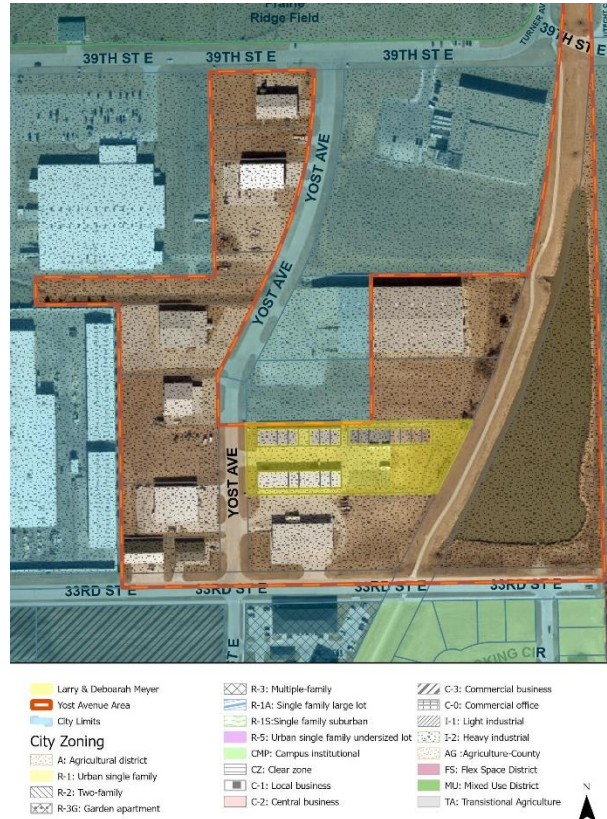
Zoning: The site and surrounding areas to the east, north, and west are currently zoned County I-2, Heavy Industrial District.

The properties to the south, across E 33rd Street, are a mix of City C-3, Commercial Business District, City R-3 Multiple-Family Residential District, and City R-1, Single-Family Residential District. The residential-zoned properties are part of the Trail Ridge Neighborhood.

The potential zoning classification, based on the surrounding area and the current use if the land was annexed into the City would be I-2, Heavy Industrial District.

Public Utilities:

Water – A 10-inch water main is located in the Yost Avenue right-of-way. The site is a customer of Hastings Utilities and receives water at the standard commercial rate inside the city.



Sanitary Sewer – A 10-inch gravity flow sanitary sewer main is located in the Yost Avenue right-of-way that provides service to the site. The business is connected to the City’s sanitary sewer infrastructure and is currently a customer of the City’s utility at a standard commercial rate.

Gas – A Hastings Utilities’ gas line is located in the E. 33rd Street right-of-way. The property is a customer of that utility enterprise and pays the standard rate for commercial property within the City limits.

Electricity - Hastings Utilities’ has electrical service in the immediate area to provide electricity to the site. The property owner is a customer of the utility enterprise and pays the standard rate for commercial property within the City limits.

Access to Public Roads – The site gains access to Yost Avenue via a driveway that serves as a parking lot and loading area for the warehouses. Yost Avenue is maintained by the City of Hastings.

Public Safety – Per the 2006 agreement with the property owners and Hastings Economic Development Corporation, the entire industrial park would be protected by the City’s fire and police department once any annexation in the industrial park was done. However, the City’s Police Department does not have legal jurisdiction over properties not within the City limits, regardless of what the agreement states. The Police Department does patrol this area, but any law enforcement response to the portion of the property is limited because of past incremental annexations and jurisdiction limitations.

Per the agreement, the Hastings Fire Department does respond to the property as the initial emergency response provider.

If this property was annexed into the Corporate limits, both Hastings Fire and Hastings Police Department would serve the property without requiring additional personnel, equipment, or new stations.

Summary of Cost To Extend Services:

[Nebraska Revised Statute 16-117](#) requires that the City Council wishing to annex land into the corporate limits must adopt a plan that:

“...contains sufficient detail to provide a reasonable person with a full and complete understanding of the proposal for extending city services to the land proposed for annexation. The plan shall (a) state the estimated cost impact of providing the services to such land, (b) state the method by which the city plans to finance the extension of services to the land and how any services already provided to the land will be maintained, (c) include a timetable for extending services to the land proposed for annexation, and (d) include a map drawn to scale clearly delineating the land proposed for annexation, the current boundaries of the city, the proposed boundaries of the city after the annexation, and the general land-use pattern in the land proposed for annexation.

As previously described, access to sanitary sewer, electricity, gas, public roadways, and emergency and protective services are readily available. The property is currently receiving services from these utilities. No extension of utility services is required if this site were to be annexed. Additionally, the site is generally protected by the City of Hastings Fire Department and Police Department per the 2006 agreement. However, any direct response by the Hastings Police Department to the site is limited because of jurisdiction limitations. The City of Hastings would maintain these existing assets through normal budgetary processes, including capital improvement planning.

Potential Tax Implications:

By being annexed into the City of Hastings, an additional mill levy would be added to the tax statement. The following table is an estimation of the potential changes in taxes the property owner may experience by being in the Hastings corporate limits. This information was collected using the current Adams County Assessors public website and estimations by the City’s Finance Department for this year’s tax assessment and mill rate. This amount may change as a result of the normal budget cycle.

Note: During the research for the annexation review, it was discovered that an error had occurred in the legal description of an Administrative Plat in 2016 that caused Adams County to misidentify this property as being annexed into the City. The result was that the County had begun assessing and levying property taxes on the property as if it was within City limits since that time. Following this discovery, the City and County have researched the issue and developed a path forward to fully reimburse the property for the excess tax bill. The City and County are in the process of meeting with the property owners to fully explain the situation and path forward.

The attached spreadsheet showing the tax implications is for the present year as if the property was not within the City.

Summary:

The use of the property is industrial. It appears to conform to the existing zoning district classification. No known nonconformities of the zoning regulations are witnessed. If annexed, it would be recommended to remain as I-2, Heavy Industrial District.

The property and its neighbors are surrounded by properties and public right-of-way within the City of Hastings. The property gains access to the public right-of-way maintained by the City of Hastings and receives utility services for water, sanitary sewer, gas, and electricity from Hastings Utilities. The site is within both Hastings Fire Department and Hastings Police Department response areas and can be served without requiring additional personnel, equipment, or stations. Per the 2006 agreement with the Hastings Economic Development Corporation, protection by the Fire Department and Police Department was to occur at least since 2006. However, the Hastings Police Department has no jurisdiction over the area not within the City limits, regardless of the agreement.

The land and surrounding properties were designated as a County Industrial Park in 2006. An agreement with the property owners and the Hastings Economic Development Corporation before the industrial park designation was created to address future annexation of the area and other conditions of the industrial park. Nebraska Revised Statute 13-1115 prohibits an industrial park from being annexed by a municipality, unless such an agreement was approved. As evident by the City corporate limit, this area was annexed over the years, as stated in the agreement. Sometime in the mid-2010s, it was determined that the incremental approach was inappropriate and the effort stopped. It has been over 17 years since the agreement was created, making the area eligible for annexation per Item B of the agreement.

The property owner's tax assessment for the property is anticipated to increase by approximately \$295.07, or 28.77%, based on the 2023-2023 valuation. The reality is that that property owner had been paying property taxes to the City, due to the error previously discussed. These taxes are being reimbursed by the City to correct the situation.

Staff Recommendation

Per the agreement, this property was to be annexed in 2023, as it has been 17 years since the agreement was completed. Following through with the annexation of the entire property at this time would fulfill the original agreement.

Conversely, not annexing the property into the City limits would maintain a donut hole, which could impact consistent emergency services and law enforcement.

Considering all of these factors, City staff is recommending that these properties be annexed into the City.

If the Planning Commission would like to recommend to the Mayor and City Council that the properties should not be annexed into the City limits, they should clearly articulate the findings of their decision.

Property Address			PID			
Larry & Deborah Meyer			#010019259			
Current Value Information						
Land Value	Dwelling Value	Improvement Value	Total Value	Net Taxable Value		
\$ 3,630.00	\$ -	\$ 69,621.00	\$ 73,251.00	\$ 73,251.00		
Tax Information		Current Levy	Current Tax	Annexed Levy	Annexed Tax	% Change?
Ag Society		0.017446	\$ 12.78	0.017446	\$ 12.78	0%
CRA		0.000000	\$ -	0.026000	\$ 19.05	100%
City		0.000000	\$ -	0.424342	\$ 310.83	100%
Community College		0.090272	\$ 66.13	0.090272	\$ 66.13	0%
County		0.423456	\$ 310.19	0.423456	\$ 310.19	0%
ESU 9		0.015000	\$ 10.99	0.015000	\$ 10.99	0%
Fire		0.038805	\$ 28.43	0.000000	\$ -	0%
Library		0.008717	\$ 6.39	0.000000	\$ -	0%
NRD 1 Upper Big Blue		0.022015	\$ 16.13	0.022015	\$ 16.13	0%
SID		0.000000	\$ -	0.000000	\$ -	0%
School Bonds		0.075686	\$ 55.44	0.075686	\$ 55.44	0%
School Districts		0.708894	\$ 519.27	0.708894	\$ 519.27	0%
TIF		0.000000	\$ -	0.000000	\$ -	0%
Townships		0.000000	\$ -	0.000000	\$ -	0%
Totals		1.400291	\$ 1,025.73	1.803111	\$ 1,320.80	28.77%

3312 Yost Avenue – Griess Family Farms, LLC
Approximately 300 North of the Intersection of
East 33rd Street and Yost Avenue, on the East Side of Yost Avenue

Owner: Griess Family Farms, LLC

Subject Site:

The subject site is a generally flat piece of land that is approximately 2.69 acres in area. The site consists of four warehouses, one of which is currently under construction. Each building has been divided into condominium ownership. The property owner currently owns three stalls within the building.

The properties generally along Yost Avenue are not in the City limits. Properties surrounding this general area are within the corporate limits of Hastings.

The Yost Avenue area can be considered a donut hole in the corporate limits. The reason for this donut hole is in part due to this property and the surrounding industrial area being designated as an Adams County Industrial Area in 2006. Before the County designation, an agreement between the City of Hastings and Adams County established a timeline to annex these properties into the City limits. Generally speaking, N.R.S. 13-1115 allows this type of agreement as an acceptable exemption from the prohibition of being annexed into the municipal limits.



The agreement between the County and City (attached) states:

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- (iv) During the month of January in each year during which an increment is to be annexed, the County Board shall release the parcel from the County Industrial Area.
- (C) The ability of the City to annex the tract shall apply to the entire tract included within the County Industrial Area, and no part of the tract shall be expected from the City's right to annex.
- (D) Upon annexation of each increment, said increment shall be considered one tax district within the City; the remaining parcels not yet annexed shall be considered as another separate tax district outside of the City.
- (E) Upon the initial annexation of any increment of the tract, the City will provide police and the protection to the entire County Industrial Area.

According to Adams County records and building permits, the building was established in 2016. As evident by the City limits depicted on the site map, the City proceeded to annex portions of the area, as defined in (B) for some time but stopped in the 2010s. If the site was incrementally annexed, per the agreement, the first annexation would have been in 2026 and the site would have been fully annexed in 2031. It has been 17 years since the date of the order, which would generally make this property eligible for annexation.

The site is within the Adams Central Public Schools District.

Floodplain Information:

The site is in FEMA Zone X, 0.2% Annual Chance Floodplain (500-year floodplain)(Map Panel # 31001C0157C).

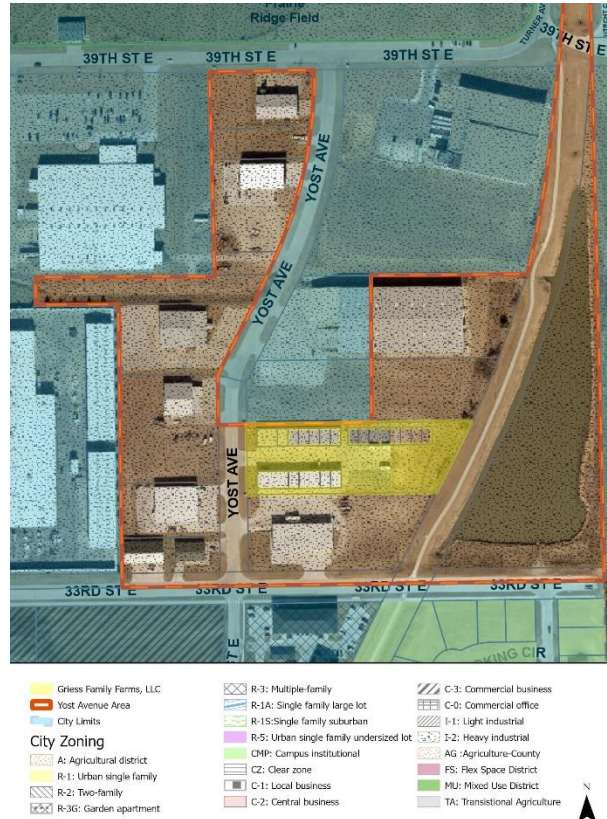
Zoning: The site and surrounding areas to the east, north, and west are currently zoned County I-2, Heavy Industrial District.

The properties to the south, across E 33rd Street, are a mix of City C-3, Commercial Business District, City R-3 Multiple-Family Residential District, and City R-1, Single-Family Residential District. The residential-zoned properties are part of the Trail Ridge Neighborhood.

The potential zoning classification, based on the surrounding area and the current use if the land was annexed into the City would be I-2, Heavy Industrial District.

Public Utilities:

Water – A 10-inch water main is located in the Yost Avenue right-of-way. The site is a customer of Hastings Utilities and receives water at the standard commercial rate inside the city.



Sanitary Sewer – A 10-inch gravity flow sanitary sewer main is located in the Yost Avenue right-of-way that provides service to the site. The business is connected to the City’s sanitary sewer infrastructure and is currently a customer of the City’s utility at a standard commercial rate.

Gas – A Hastings Utilities’ gas line is located in the E. 33rd Street right-of-way. The property is a customer of that utility enterprise and pays the standard rate for commercial property within the City limits.

Electricity - Hastings Utilities’ has electrical service in the immediate area to provide electricity to the site. The property owner is a customer of the utility enterprise and pays the standard rate for commercial property within the City limits.

Access to Public Roads – The site gains access to Yost Avenue via a driveway that serves as a parking lot and loading area for the warehouses. Yost Avenue is maintained by the City of Hastings.

Public Safety – Per the 2006 agreement with the property owners and Hastings Economic Development Corporation, the entire industrial park would be protected by the City’s fire and police department once any annexation in the industrial park was done. However, the City’s Police Department does not have legal jurisdiction over properties not within the City limits, regardless of what the agreement states. The Police Department does patrol this area, but any law enforcement response to the portion of the property is limited because of past incremental annexations and jurisdiction limitations.

Per the agreement, the Hastings Fire Department does respond to the property as the initial emergency response provider.

If this property was annexed into the Corporate limits, both Hastings Fire and Hastings Police Department would serve the property without requiring additional personnel, equipment, or new stations.

Summary of Cost To Extend Services:

[Nebraska Revised Statute 16-117](#) requires that the City Council wishing to annex land into the corporate limits must adopt a plan that:

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As previously described, access to sanitary sewer, electricity, gas, public roadways, and emergency and protective services are readily available. The property is currently receiving services from these utilities. No extension of utility services is required if this site were to be annexed. Additionally, the site is generally protected by the City of Hastings Fire Department and Police Department per the 2006 agreement. However, any direct response by the Hastings Police Department to the site is limited because of jurisdiction limitations. The City of Hastings would maintain these existing assets through normal budgetary processes, including capital improvement planning.

Potential Tax Implications:

By being annexed into the City of Hastings, an additional mill levy would be added to the tax statement. The following table is an estimation of the potential changes in taxes the property owner may experience by being in the Hastings corporate limits. This information was collected using the current Adams County Assessors public website and estimations by the City’s Finance Department for this year’s tax assessment and mill rate. This amount may change as a result of the normal budget cycle.

Note: During the research for the annexation review, it was discovered that an error had occurred in the legal description of an Administrative Plat in 2016 that caused Adams County to misidentify this property as being annexed into the City. The result was that the County had begun assessing and levying property taxes on the property as if it was within City limits since that time. Following this discovery, the City and County have researched the issue and developed a path forward to fully reimburse the property for the excess tax bill. The City and County are in the process of meeting with the property owners to fully explain the situation and path forward.

The attached spreadsheet showing the tax implications is for the present year as if the property was not within the City.

Summary:

The use of the property is industrial. It appears to conform to the existing zoning district classification. No known nonconformities of the zoning regulations are witnessed. If annexed, it would be recommended to remain as I-2, Heavy Industrial District.

The property and its neighbors are surrounded by properties and public right-of-way within the City of Hastings. The property gains access to the public right-of-way maintained by the City of Hastings and receives utility services for water, sanitary sewer, gas, and electricity from Hastings Utilities. The site is within both Hastings Fire Department and Hastings Police Department response areas and can be served without requiring additional personnel, equipment, or stations. Per the 2006 agreement with the Hastings Economic Development Corporation, protection by the Fire Department and Police Department was to occur at least since 2006. However, the Hastings Police Department has no jurisdiction over the area not within the City limits, regardless of the agreement.

The land and surrounding properties were designated as a County Industrial Park in 2006. An agreement with the property owners and the Hastings Economic Development Corporation before the industrial park designation was created to address future annexation of the area and other conditions of the industrial park. Nebraska Revised Statute 13-1115 prohibits an industrial park from being annexed by a municipality, unless such an agreement was approved. As evident by the City corporate limit, this area was annexed over the years, as stated in the agreement. Sometime in the mid-2010s, it was determined that the incremental approach was inappropriate and the effort stopped. It has been over 17 years since the agreement was created, making the area eligible for annexation per Item B of the agreement.

The property owner's tax assessment for the property is anticipated to increase by approximately \$698.31, or 28.77%, based on the 2023-2023 valuation. The reality is that that property owner had been paying property taxes to the City, due to the error previously discussed. These taxes are being reimbursed by the City to correct the situation.

Staff Recommendation

Per the agreement, this property was to be annexed in 2023, as it has been 17 years since the agreement was completed. Following through with the annexation of the entire property at this time would fulfill the original agreement.

Conversely, not annexing the property into the City limits would maintain a donut hole, which could impact consistent emergency services and law enforcement.

Considering all of these factors, City staff is recommending that these properties be annexed into the City.

If the Planning Commission would like to recommend to the Mayor and City Council that the properties should not be annexed into the City limits, they should clearly articulate the findings of their decision.

Property Address			PID			
Greiss Family Farms			#010019000			
Current Value Information						
Land Value	Dwelling Value	Improvement Value	Total Value	Net Taxable Value		
\$ 7,260.00	\$ -	\$ 166,096.00	\$ 173,356.00	\$ 173,356.00		
Tax Information		Current Levy	Current Tax	Annexed Levy	Annexed Tax	% Change?
Ag Society		0.017446	\$ 30.24	0.017446	\$ 30.24	0%
CRA		0.000000	\$ -	0.026000	\$ 45.07	100%
City		0.000000	\$ -	0.424342	\$ 735.62	100%
Community College		0.090272	\$ 156.49	0.090272	\$ 156.49	0%
County		0.423456	\$ 734.09	0.423456	\$ 734.09	0%
ESU 9		0.015000	\$ 26.00	0.015000	\$ 26.00	0%
Fire		0.038805	\$ 67.27	0.000000	\$ -	0%
Library		0.008717	\$ 15.11	0.000000	\$ -	0%
NRD 1 Upper Big Blue		0.022015	\$ 38.16	0.022015	\$ 38.16	0%
SID		0.000000	\$ -	0.000000	\$ -	0%
School Bonds		0.075686	\$ 131.21	0.075686	\$ 131.21	0%
School Districts		0.708894	\$ 1,228.91	0.708894	\$ 1,228.91	0%
TIF		0.000000	\$ -	0.000000	\$ -	0%
Townships		0.000000	\$ -	0.000000	\$ -	0%
Totals		1.400291	\$ 2,427.49	1.803111	\$ 3,125.80	28.77%

3312 Yost Avenue – Westland Park, LLC
Approximately 300 North of the Intersection of
East 33rd Street and Yost Avenue, on the East Side of Yost Avenue

Owner: Westland Park, LLC

Subject Site:

The subject site is a generally flat piece of land that is approximately 2.69 acres in area. The site consists of four warehouses, one of which is currently under construction. Each building has been divided into condominium ownership. The property owner currently owns one stall within the building.

The properties generally along Yost Avenue are not in the City limits. Properties surrounding this general area are within the corporate limits of Hastings.

The Yost Avenue area can be considered a donut hole in the corporate limits. The reason for this donut hole is in part due to this property and the surrounding industrial area being designated as an Adams County Industrial Area in 2006. Before the County designation, an agreement between the City of Hastings and Adams County established a timeline to annex these properties into the City limits. Generally speaking, N.R.S. 13-1115 allows this type of agreement as an acceptable exemption from the prohibition of being annexed into the municipal limits.



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- (C) The ability of the City to annex the tract shall apply to the entire tract included within the County Industrial Area, and no part of the tract shall be expected from the City's right to annex.
- (D) Upon annexation of each increment, said increment shall be considered one tax district within the City; the remaining parcels not yet annexed shall be considered as another separate tax district outside of the City.
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According to Adams County records and building permits, the building was established in 2016. As evident by the City limits depicted on the site map, the City proceeded to annex portions of the area, as defined in (B) for some time but stopped in the mid-2010s. If the site was incrementally annexed, per the agreement, the first annexation would be in 2026 and the site would have been fully annexed in 2031. It has been 17 years since the date of the order, which would generally make this property eligible for annexation.

The site is within the Adams Central Public Schools District.

Floodplain Information:

The site is in FEMA Zone X, 0.2% Annual Chance Floodplain (500-year floodplain)(Map Panel # 31001C0157C).

City Zoning

Larry & Deborah Meyer	R-3: Multiple-family	C-3: Commercial business
Yost Avenue Area	R-1A: Single family large lot	C-0: Commercial office
City Limits	R-1S: Single family suburban	I-1: Light industrial
	R-5: Urban single family undersized lot	I-2: Heavy industrial
	CMP: Campus institutional	AG - Agriculture-County
A: Agricultural district	CZ: Clear zone	FS: Flex Space District
R-1: Urban single family	L-1: Local business	MU: Mixed Use District
R-2: Two-family	C-2: Central business	TA: Transitional Agriculture
R-3G: Garden apartment		

... is located in the West Africa region of ...

er main is located in the Yost Avenue right-of-way
ected to the City's sanitary sewer infrastructure and
rd commercial rate.

33rd Street right of way. The project is located

33rd Street right-of-way. The property is a customer

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Summary:

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Staff Recommendation

Per the agreement, this property was to be annexed in 2023, as it has been 17 years since the agreement was completed. Following through with the annexation of the entire property at this time would fulfill the original agreement.

Conversely, not annexing the property into the City limits would maintain a donut hole, which could impact consistent emergency services and law enforcement.

Considering all of these factors, City staff is recommending that these properties be annexed into the City.

If the Planning Commission would like to recommend to the Mayor and City Council that the properties should not be annexed into the City limits, they should clearly articulate the findings of their decision.

Property Address			PID			
Westland Park, LLC			#010019416			
Current Value Information						
Land Value	Dwelling Value	Improvement Value	Total Value	Net Taxable Value		
\$ 3,630.00	\$ -	\$ 69,621.00	\$ 73,251.00	\$ 73,251.00		
Tax Information		Current Levy	Current Tax	Annexed Levy	Annexed Tax	% Change?
Ag Society		0.017446	\$ 12.78	0.017446	\$ 12.78	0%
CRA		0.000000	\$ -	0.026000	\$ 19.05	100%
City		0.000000	\$ -	0.424342	\$ 310.83	100%
Community College		0.090272	\$ 66.13	0.090272	\$ 66.13	0%
County		0.423456	\$ 310.19	0.423456	\$ 310.19	0%
ESU 9		0.015000	\$ 10.99	0.015000	\$ 10.99	0%
Fire		0.038805	\$ 28.43	0.000000	\$ -	0%
Library		0.008717	\$ 6.39	0.000000	\$ -	0%
NRD 1 Upper Big Blue		0.022015	\$ 16.13	0.022015	\$ 16.13	0%
SID		0.000000	\$ -	0.000000	\$ -	0%
School Bonds		0.075686	\$ 55.44	0.075686	\$ 55.44	0%
School Districts		0.708894	\$ 519.27	0.708894	\$ 519.27	0%
TIF		0.000000	\$ -	0.000000	\$ -	0%
Townships		0.000000	\$ -	0.000000	\$ -	0%
Totals		1.400291	\$ 1,025.73	1.803111	\$ 1,320.80	28.77%

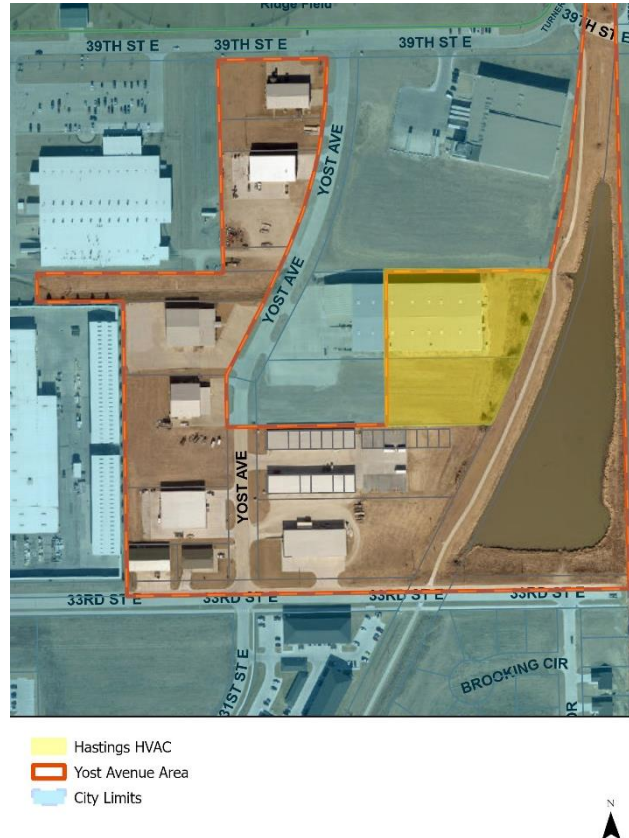
3606 Yost Avenue
Approximately 500 feet north of the intersection of
E. 33rd Street and Yost Avenue

Owner: P M P, LLC

Subject Site:

The subject site is approximately 6.42 acres in area that is comprised of two adjacent lots. The site gradually slopes to the east towards a detention pond. On the site is a large manufacturing building.

Of the 6.42-acre site, approximately 3.5 acres remain in rural Adams County. The reason for this is due to this property and the surrounding industrial area being designated as an Adams County Industrial Area in 2006. Before the County designation, an agreement between the City of Hastings and Adams County established a timeline to annex these properties into the City limits. Generally speaking, N.R.S. 13-1115 allows this type of agreement as an acceptable exemption from the prohibition of being annexed into the municipal limits.



The agreement between the County and City (attached) states:

- (A) No public roads, roadways, easements for roads, or other public rights of way shall be deemed to be within the boundaries of the County Industrial Area.
- (B) The real estate shall be subject to annexation in five annual increments, the first of which shall be eligible for annexation after the earlier of ten years after the development of the property or seventeen (17) years from the date of this order. If the annexation meets statutory criteria, annexation shall thereafter be accomplished as follows:
 - (i) In each of the five years, the City may annex 20% of the total value of the land and improvements within the County Industrial Area.
 - (ii) The value of each increment shall be determined by dividing the total value of the land and improvements within the County Industrial Area by five.
 - (iii) A metes and bounds survey shall be prepared for the purpose of physically describing each increment.
 - (iv) During the month of January in each year during which an increment is to be annexed, the County Board shall release the parcel from the County Industrial Area.

- (C) The ability of the City to annex the tract shall apply to the entire tract included within the County Industrial Area, and no part of the tract shall be expected from the City's right to annex.
- (D) Upon annexation of each increment, said increment shall be considered one tax district within the City; the remaining parcels not yet annexed shall be considered as another separate tax district outside of the City.
- (E) Upon the initial annexation of any increment of the tract, the City will provide police and the protection to the entire County Industrial Area.

According to Adams County records, Centennial Plastics was established in 2002. The site would have been eligible for the incremental annexation in 2012. As evident by the City limits depicted on the site map, the City proceeded to annex portions of the property, as defined in (B)(i) for some time, but stopped in the mid-2010s.

The properties generally along Yost Avenue are not in the City limits. Properties surrounding this general area are within the corporate limits of Hastings.

Floodplain Information:

The site is in FEMA Zone X, 0.2% Annual Chance Floodplain (500-year floodplain)(Map Panel # 31001C0157C).

The site is within the Adams Central Public Schools District.

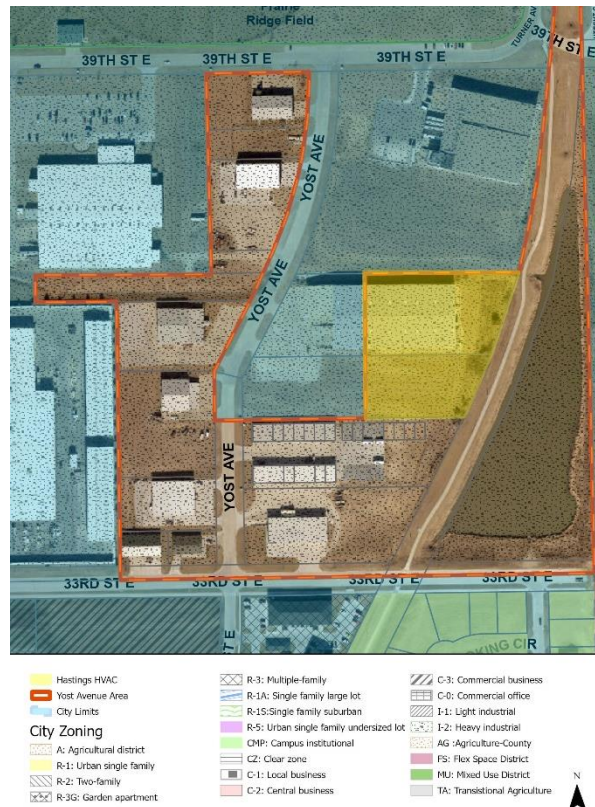
Zoning: The site and surrounding areas to the north, east, south, and west are currently zoned County I-2, Heavy Industrial District.

The potential zoning classification, based on the surrounding area and the current use if the land was annexed into the City would be I-2, Heavy Industrial District.

Public Utilities:

Water – A 10-inch water main is located in the Yost Avenue right-of-way. The site is a customer of Hastings Utilities and receives water at the standard commercial rate inside the city.

Sanitary Sewer – A 10-inch gravity flow sanitary sewer main is located in the Yost Avenue right-of-way that provides service to the site. The business is connected to the City's sanitary sewer infrastructure and is currently a customer of the City's utility at a standard commercial rate.



Gas – A Hastings Utilities’ gas line is located in the Yost Avenue right-of-way. The property is a customer of that utility enterprise and pays the standard rate for commercial property within the City limits.

Electricity - Hastings Utilities’ has electrical service in the immediate area to provide electricity to the site. The property owner is a customer of the utility enterprise and pays the standard rate for commercial property within the City limits.

Access to Public Roads – The site has a large circular driveway that gains access from Yost Avenue. This Driveway provides access to the business’s parking lot and truck loading area. Yost Avenue is maintained by the City of Hastings.

Public Safety – Per the 2006 agreement with the property owners and Hastings Economic Development Corporation, the entire industrial park would be protected by the City’s fire and police department once any annexation in the industrial park was done. However, the City’s Police Department does not have legal jurisdiction over properties not within the City limits, regardless of what the agreement states. The Police Department does patrol this area, but any law enforcement response to the portion of the property is limited because of past incremental annexations and jurisdiction limitations.

Per the agreement, the Hastings Fire Department does respond to the property as the initial emergency response provider.

If this property was annexed into the Corporate limits, both Hastings Fire and Hastings Police Department would serve the property without requiring additional personnel, equipment, or new stations.

Summary of Cost To Extend Services:

[Nebraska Revised Statute 16-117](#) requires that the City Council wishing to annex land into the corporate limits must adopt a plan that:

“...contains sufficient detail to provide a reasonable person with a full and complete understanding of the proposal for extending city services to the land proposed for annexation. The plan shall (a) state the estimated cost impact of providing the services to such land, (b) state the method by which the city plans to finance the extension of services to the land and how any services already provided to the land will be maintained, (c) include a timetable for extending services to the land proposed for annexation, and (d) include a map drawn to scale clearly delineating the land proposed for annexation, the current boundaries of the city, the proposed boundaries of the city after the annexation, and the general land-use pattern in the land proposed for annexation.

As previously described, access to sanitary sewer, electricity, gas, public roadways, and emergency and protective services are readily available. The property is currently receiving services from these utilities. No extension of utility services is required if this site were to be annexed. Additionally, the site is protected by the City of Hastings Fire Department and Police Department per the 2006 agreement. The City of Hastings would maintain these existing assets through normal budgetary processes, including capital improvement planning.

Potential Tax Implications:

Although the agreement, as part of the industrial park designation application states a process to incrementally annex and assess property taxes, it was determined in the 2010s that this manner of annexing and applying mill levies was against the state standards. This practice was halted and this property has been assessed as if it was fully in the Hastings corporate limits since at least 2013. No changes to the property owner's tax statement will occur if the property is annexed.

Summary:

The use of the property is a manufacturing plant. It appears to conform to the existing zoning district classification. No known nonconformities of the zoning regulations are witnessed. If annexed, it would be recommended to remain as I-2, Heavy Industrial District.

The property is surrounded by properties or public right-of-way within the City of Hastings to the north, east, south, and west. The property gains access to the public right-of-way maintained by the City of Hastings and receives utility services for water, sanitary sewer, gas, and electricity from Hastings Utilities. The site is within both Hastings Fire Department and Hastings Police Department response areas and can be served without requiring additional personnel, equipment, or stations. Per the 2006 agreement with the Hastings Economic Development Corporation, protection by the Fire Department and Police Department was to occur at least 1988. However, the Hastings Police Department has no jurisdiction over the area not within the City limits, regardless of the agreement.

The land and surrounding properties were designated as a County Industrial Park in 2006. An agreement with the property owners and the Hastings Economic Development Corporation before the industrial park designation was created to address future annexation of the area and other conditions of the industrial park. Nebraska Revised Statute 13-1115 prohibits an industrial park from being annexed by a municipality, unless such an agreement was approved. As evident by the City corporate limit, this area was annexed over the years, per the agreement. This property specifically was annexed, in part, following the conditions of the agreement. Sometime in the mid-2010s, it was determined that the incremental approach was inappropriate and the effort stopped. It has been over 21 years since the plant became operational.

The property owner's tax assessment will not increase if the property is annexed. It was determined in the 2010s that the incremental annexation of properties in the designated industrial park and subsequent incremental changes to the property's tax statement were against state standards. Since at least 2015 the property has been assessed as if the property was entirely inside the City limits.

Staff Recommendation

Per the agreement, this property was to be fully annexed by at least 2017. It was determined around that time that the incremental annexation of each site was inappropriate and the effort stopped. Following through with the annexation of the entire property at this time would fulfill the original agreement, approximately seven years after the agreed-upon time.

Conversely, not annexing the property into the City limits would maintain a donut hole, which could impact consistent emergency services and law enforcement.

Considering all of these factors, City staff is recommending that these properties be annexed into the City.

If the Planning Commission would like to recommend to the Mayor and City Council that the properties should not be annexed into the City limits, they should clearly articulate the findings of their decision.

Property Address			PID		
Industrial Park North Sub #3			#010018426		
Current Value Information					
Land Value	Dwelling Value	Improvement Value	Total Value	Net Taxable Value	
\$ 101,516.00	\$ -	\$ 2,205,372.00	\$ 2,306,888.00	\$ 2,306,888.00	
Tax Information	Current Levy	Current Tax	Annexed Levy	Annexed Tax	% Change?
Ag Society	0.017446	\$ 402.46	0.017446	\$ 402.46	0%
CRA	0.026000	\$ 599.79	0.026000	\$ 599.79	100%
City	0.424342	\$ 9,789.09	0.424342	\$ 9,789.09	100%
Community College	0.090272	\$ 2,082.47	0.090272	\$ 2,082.47	0%
County	0.423456	\$ 9,768.66	0.423456	\$ 9,768.66	0%
ESU 9	0.015000	\$ 346.03	0.015000	\$ 346.03	0%
Fire	0.000000	\$ -	0.000000	\$ -	0%
Library	0.000000	\$ -	0.000000	\$ -	0%
NRD 1 Upper Big Blue	0.022015	\$ 507.86	0.022015	\$ 507.86	0%
SID	0.000000	\$ -	0.000000	\$ -	0%
School Bonds	0.075686	\$ 1,745.99	0.075686	\$ 1,745.99	0%
School Districts	0.708894	\$ 16,353.39	0.708894	\$ 16,353.39	0%
TIF	0.000000	\$ -	0.000000	\$ -	0%
Townships	0.000000	\$ -	0.000000	\$ -	0%
Totals	1.803111	\$ 41,595.75	1.803111	\$ 41,595.75	0.00%

Area #3 – Industrial Park West Area Individual Property Research Sheets

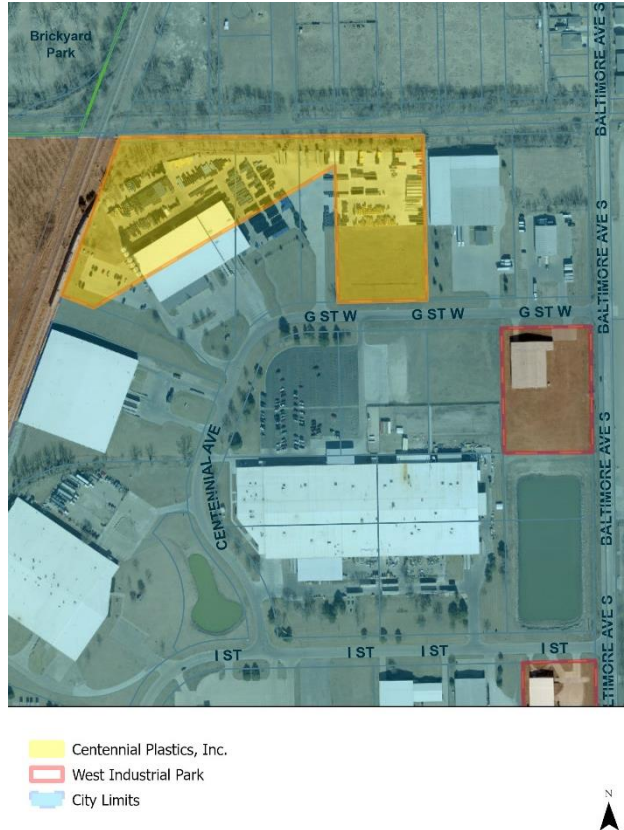
1830 Centennial Avenue
Approximately 600 feet west of the intersection of
South. Baltimore Avenue and West. G Street

Owner: Centennial Plastics, Inc.

Subject Site:

The subject site is a generally flat piece of land that is approximately 14.9 acres in area. The site consists of four separate tracts that have been combined by the owner for a manufacturing plant that creates plastic pipes.

Of the 14.9-acre site, approximately 10.2 acres remain in rural Adams County. The reason for this is in part due to this property and the surrounding industrial area being designated as an Adams County Industrial Area in 1987. Before the County designation, an agreement between the City of Hastings and Adams County established a timeline to annex these properties into the City limits. Generally speaking, N.R.S. 13-1115 allows this type of agreement as an acceptable exemption from the prohibition of being annexed into the municipal limits.



The agreement between the County and City (attached) states:

- (A) That the named real estate owner's land, buildings and appurtenances affixed thereto, shall not be subject to annexation by the City of Hastings until ten (10) years passes from the date the respective facilities start operating.
- (B) That after the above-mentioned time period expires, the City may then begin incremental annexation subject to the following terms and conditions:
 - (1) Over a period of five (5) years the City may annex, in equal installments, the total value of the named property owner's real property. The value of each of the five (5) year's installments shall be determined by taking the total value prior to any annexation and dividing it by five (5). Each one fifth (1/5) value shall then be converted into lineal feet of the property owner's land and annexed each respective year.

According to Adams County records, Centennial Plastics was established in 2000. As evident by the City limits depicted on the site map, the City proceeded to annex portions of the property, as defined in (B)(1) for some time, but stopped in the 2010s.

Properties to the immediate north, east, and south are located within the City limits. Immediate properties in the general area to the west, across the rail line are outside of the City limits.

Floodplain Information:

The site is in FEMA Zone X, 0.2% Annual Chance Floodplain (500-year floodplain)(Map Panel # 31001C0160C).

The site is partially within the Adams Central Public Schools District and partially in the Hastings Public School District.

Zoning: The site is currently zoned County I-2, Heavy Industrial District.

The properties to the north are a mix of zoned City I-1, Light Industrial District, I-2 District, and R-1, Urban Single-family Residential District.

To the east and south are properties zoned City I-2 District.

To the west is land zoned County R-1 District.

The potential zoning classification, based on the surrounding area and the current use if the land was annexed into the City would be I-2, Heavy Industrial District.

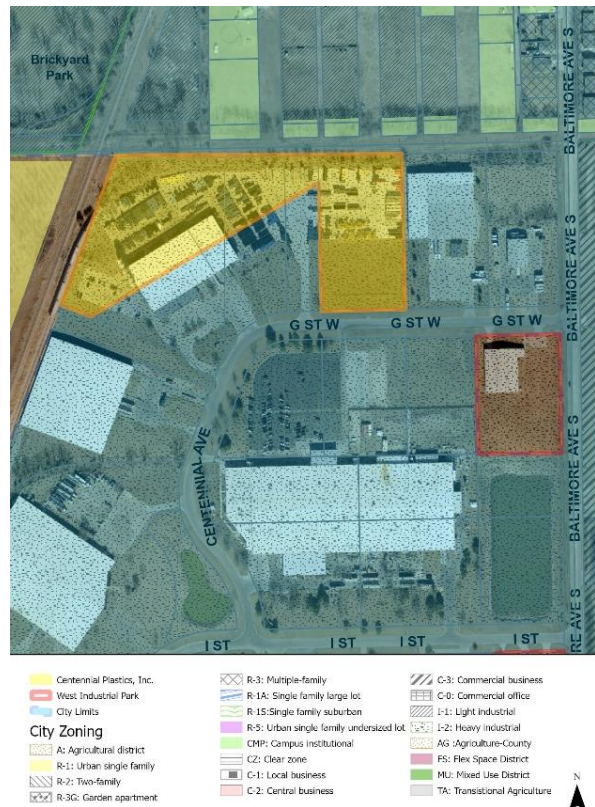
Public Utilities:

Water – A 10-inch water main is located in the Centennial Avenue and West G Street rights-of-way. The site is a customer of Hastings Utilities and receives water at the standard commercial rate inside the city.

Sanitary Sewer – An 8-inch gravity flow sanitary sewer main is located in the Centennial Avenue and West G Street rights-of-way and provides service to the site. The business is connected to the City's sanitary sewer infrastructure and is currently a customer of the City's utility at a standard commercial rate.

Gas – A Hastings Utilities' gas line is located in the Centennial Avenue and West G Street rights-of-way. The property is a customer of that utility enterprise and pays the standard rate for commercial property within the City limits.

Electricity - Hastings Utilities' has electrical service in the immediate area to provide electricity to the site. The property owner is a customer of the utility enterprise and pays the standard rate for commercial property within the City limits.



Access to Public Roads – The site has three driveways onto Centennial Avenue and West G Street, which is maintained by the City of Hastings. A circular driveway provides access to the customer and employee parking areas, as well as a truck loading dock. The first driveway provides access to the storage yard to the north and east of the building.

Public Safety – Per the 1987 agreement with the property owners and Hastings Economic Development Corporation, the entire industrial park would be protected by the City's fire and police department once any annexation in the industrial park was done. However, the City's Police Department does not have legal jurisdiction over properties not within the City limits, regardless of what the agreement states. The Police Department does patrol this area, but any law enforcement response to the portion of the property is limited because of past incremental annexations and jurisdiction limitations.

Per the agreement, the Hastings Fire Department does respond to the property as the initial emergency response provider.

If this property was annexed into the Corporate limits, both Hastings Fire and Hastings Police Department would serve the property without requiring additional personnel, equipment, or new stations.

Summary of Cost To Extend Services:

[Nebraska Revised Statute 16-117](#) requires that the City Council wishing to annex land into the corporate limits must adopt a plan that:

“...contains sufficient detail to provide a reasonable person with a full and complete understanding of the proposal for extending city services to the land proposed for annexation. The plan shall (a) state the estimated cost impact of providing the services to such land, (b) state the method by which the city plans to finance the extension of services to the land and how any services already provided to the land will be maintained, (c) include a timetable for extending services to the land proposed for annexation, and (d) include a map drawn to scale clearly delineating the land proposed for annexation, the current boundaries of the city, the proposed boundaries of the city after the annexation, and the general land-use pattern in the land proposed for annexation.

As previously described, access to sanitary sewer, electricity, gas, public roadways, and emergency and protective services are readily available. The property is currently receiving services from these utilities. No extension of utility services is required if this site were to be annexed. Additionally, the site is protected by the City of Hastings Fire Department and Police Department per the 1987 agreement. The City of Hastings would maintain these existing assets through normal budgetary processes, including capital improvement planning.

Potential Tax Implications:

Although the agreement, as part of the industrial park designation application states a process to incrementally annex and assess property taxes, it was determined in the 2010s that this manner of annexing and applying mill levies was against the state standards. This practice was halted and this property has been assessed as if it was fully in the Hastings corporate limits since at least 2013. No changes to the property owner's tax statement will occur if the property is annexed.

Summary:

The use of the property is a manufacturing plant of plastic piles. It appears to conform to the existing zoning district classification. No known nonconformities of the zoning regulations are witnessed. If annexed, it would be recommended to remain as I-2, Heavy Industrial District.

The property is surrounded by properties or public right-of-way within the City of Hastings to the north, east, and south. The property gains access to the public right-of-way maintained by the City of Hastings and receives utility services for water, sanitary sewer, gas, and electricity from Hastings Utilities. The site is within both Hastings Fire Department and Hastings Police Department response areas and can be served without requiring additional personnel, equipment, or stations. Per the 1987 agreement with the Hastings Economic Development Corporation, protection by the Fire Department and Police Department was to occur at least 1988. However, the Hastings Police Department has no jurisdiction over the area not within the City limits, regardless of the agreement.

The land and surrounding properties were designated as a County Industrial Park in 1987. An agreement with the property owners and the Hastings Economic Development Corporation before the industrial park designation was created to address future annexation of the area and other conditions of the industrial park. Nebraska Revised Statute 13-1115 prohibits an industrial park from being annexed by a municipality, unless such an agreement was approved. As evident by the City corporate limit, this area was annexed over the years, per the agreement. This property specifically was annexed, in part, following the conditions of the agreement. Sometime in the 2010s, it was determined that the incremental approach was inappropriate and the effort stopped. It has been over 22 years since the plant became operational.

The property owner's tax assessment will not increase if the property is annexed. It was determined in the 2010s that the incremental annexation of properties in the designated industrial park and subsequent incremental changes to the property's tax statement were against state standards. Since at least 2013 the property has been assessed as if the property was entirely inside the City limits.

Staff Recommendation

Per the agreement, this property was to be fully annexed by at least 2015. It was determined around that time that the incremental annexation of each site was inappropriate and the effort stopped. Following through with the annexation of the entire property at this time would fulfill the original agreement, approximately seven years after the agreed-upon time.

Conversely, not annexing the property into the City limits would maintain a donut hole, which could impact consistent emergency services and law enforcement.

Considering all of these factors, City staff is recommending that these properties be annexed into the City.

If the Planning Commission would like to recommend to the Mayor and City Council that the properties should not be annexed into the City limits, they should clearly articulate the findings of their decision.

Property Address			PID			
CENTENNIAL PLASTICS INC			#010003165			
Current Value Information						
Land Value	Dwelling Value	Improvement Value	Total Value	Net Taxable Value		
\$ 32,799.00	\$ -	\$ 209,880.00	\$ 242,679.00	\$ 242,679.00		
Tax Information		Current Levy	Current Tax	Annexed Levy	Annexed Tax	% Change?
Ag Society		0.017446	\$ 42.34	0.017446	\$ 42.34	0%
CRA		0.026000	\$ 63.10	0.026000	\$ 63.10	100%
City		0.424342	\$ 1,029.79	0.424342	\$ 1,029.79	100%
Community College		0.090272	\$ 219.07	0.090272	\$ 219.07	0%
County		0.423456	\$ 1,027.64	0.423456	\$ 1,027.64	0%
ESU 9		0.015000	\$ 36.40	0.015000	\$ 36.40	0%
Fire		0.000000	\$ -	0.000000	\$ -	0%
Library		0.000000	\$ -	0.000000	\$ -	0%
NRD 2 Little Blue		0.020621	\$ 50.04	0.020621	\$ 50.04	0%
SID		0.000000	\$ -	0.000000	\$ -	0%
School Bonds		0.200000	\$ 485.36	0.200000	\$ 485.36	0%
School Districts		1.142000	\$ 2,771.39	1.142000	\$ 2,771.39	0%
TIF		0.000000	\$ -	0.000000	\$ -	0%
Townships		0.000000	\$ -	0.000000	\$ -	0%
Totals		2.359137	\$ 5,725.13	2.359137	\$ 5,725.13	0.00%

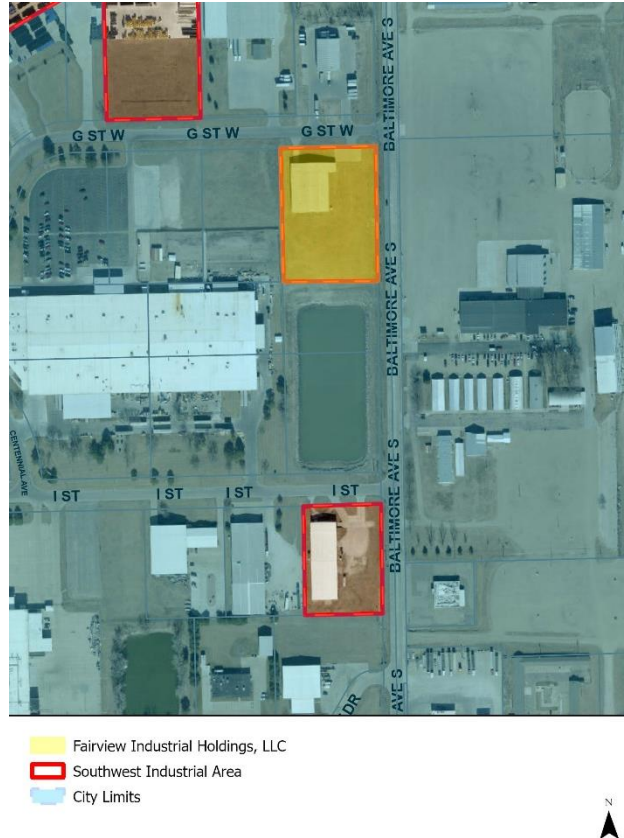
**1503 West G Street
Southwest of the intersection of
South Baltimore Avenue and West G Street**

Owner: Fairview Industries Holdings, LLC

Subject Site:

The subject site is a generally flat piece of land that is approximately 2.9 acres in area. The site consists of one industrial building located in the northwest corner of the site.

The property is completely surrounded by properties and rights-of-way that are within the corporate limits of Hastings. The reason for this donut hole is in part due to this property and the surrounding industrial area being designated as an Adams County Industrial Area in 1987. Before the County designation, an agreement between the City of Hastings and Adams County established a timeline to annex these properties into the City limits. Generally speaking, N.R.S. 13-1115 allows this type of agreement as an acceptable exemption from the prohibition of being annexed into the municipal limits.



The agreement between the County and City (attached) states:

- (A) That the named real estate owner's land, buildings and appurtenances affixed thereto, shall not be subject to annexation by the City of Hastings until ten (10) years passes from the date the respective facilities start operating.
- (B) That after the above-mentioned time period expires, the City may then begin incremental annexation subject to the following terms and conditions:
 - (1) Over a period of five (5) years the City may annex, in equal installments, the total value of the named property owner's real property. The value of each of the five (5) year's installments shall be determined by taking the total value prior to any annexation and dividing it by five (5). Each one fifth (1/5) value shall then be converted into lineal feet of the property owner's land and annexed each respective year.

According to Adams County records and building permits, the building was established in 1999. As evident by the City limits depicted on the site map, the City proceeded to annex portions of the area, as defined in (B)(1) for some time, but stopped in the 2010s.

The site is within the Hastings Public Schools District.

Floodplain Information:

The site is in FEMA Zone X, 0.2% Annual Chance Floodplain (500-year floodplain)(Map Panel # 31001C0160C).

Zoning: The site and surrounding areas to the is currently zoned County I-2, Heavy Industrial District.

The properties to the east, across S. Baltimore Avenue, are zoned C-3, Commercial Business District.

The potential zoning classification, based on the surrounding area and the current use if the land was annexed into the City would be I-2, Heavy Industrial District.

Public Utilities:

Water – A 10-inch water main is located in the W. G Street and S. Baltimore Avenue rights-of-way. The site is a customer of Hastings Utilities and receives water at the standard commercial rate inside the city.

Sanitary Sewer – An 8-inch gravity flow sanitary sewer main is located in the W. G Street right-of-way. A 15-inch sanitary sewer main is located in the S. Baltimore Avenue right-of-way. These mains provide service to the site. The business is connected to the City's sanitary sewer infrastructure and is currently a customer of the City's utility at a standard commercial rate.

Gas – A Hastings Utilities' gas line is located in the W. G Street right-of-way. The property is a customer of that utility enterprise and pays the standard rate for commercial property within the City limits.

Electricity - Hastings Utilities' has electrical service in the immediate area to provide electricity to the site. The property owner is a customer of the utility enterprise and pays the standard rate for commercial property within the City limits.

Access to Public Roads – The site has two driveways onto W. G Street, which is maintained by the City of Hastings. The east driveway provides access to a parking lot. The west driveway is to a loading dock at the building.

Public Safety – Per the 1987 agreement with the property owners and Hastings Economic Development Corporation, the entire industrial park would be protected by the City's fire and police department once any annexation in the industrial park was done. However, the City's Police Department does not have legal jurisdiction over properties not within the City limits, regardless of what the agreement states. The



Police Department does patrol this area, but any law enforcement response to the portion of the property is limited because of past incremental annexations and jurisdiction limitations.

Per the agreement, the Hastings Fire Department does respond to the property as the initial emergency response provider.

If this property was annexed into the Corporate limits, both Hastings Fire and Hastings Police Department would serve the property without requiring additional personnel, equipment, or new stations.

Summary of Cost To Extend Services:

[Nebraska Revised Statute 16-117](#) requires that the City Council wishing to annex land into the corporate limits must adopt a plan that:

“...contains sufficient detail to provide a reasonable person with a full and complete understanding of the proposal for extending city services to the land proposed for annexation. The plan shall (a) state the estimated cost impact of providing the services to such land, (b) state the method by which the city plans to finance the extension of services to the land and how any services already provided to the land will be maintained, (c) include a timetable for extending services to the land proposed for annexation, and (d) include a map drawn to scale clearly delineating the land proposed for annexation, the current boundaries of the city, the proposed boundaries of the city after the annexation, and the general land-use pattern in the land proposed for annexation.

As previously described, access to sanitary sewer, electricity, gas, public roadways, and emergency and protective services are readily available. The property is currently receiving services from these utilities. No extension of utility services is required if this site were to be annexed. Additionally, the site is generally protected by the City of Hastings Fire Department and Police Department per the 1987 agreement. However, any direct response by the Hastings Police Department to the site is limited because of jurisdiction limitations. The City of Hastings would maintain these existing assets through normal budgetary processes, including capital improvement planning.

Potential Tax Implications:

By being annexed into the City of Hastings, an additional mill levy would be added to the tax statement. The following table is an estimation of the potential changes in taxes the property owner may experience by being in the Hastings corporate limits. This information was collected using the current Adams County Assessors public website and estimations by the City’s Finance Department for this year’s tax assessment and mill rate. This amount may change as a result of the normal budget cycle.

Summary:

The use of the property is industrial. It appears to conform to the existing zoning district classification. No known nonconformities of the zoning regulations are witnessed. If annexed, it would be recommended to remain as I-2, Heavy Industrial District.

The property is surrounded by properties and public right-of-way within the City of Hastings. The property gains access to the public right-of-way maintained by the City of Hastings and receives utility services for water, sanitary sewer, gas, and electricity from Hastings Utilities. The site is within both Hastings Fire

Department and Hastings Police Department response areas and can be served without requiring additional personnel, equipment, or stations. Per the 1987 agreement with the Hastings Economic Development Corporation, protection by the Fire Department and Police Department was to occur at least 1988. However, the Hastings Police Department has no jurisdiction over the area not within the City limits, regardless of the agreement.

The land and surrounding properties were designated as a County Industrial Park in 1987. An agreement with the property owners and the Hastings Economic Development Corporation before the industrial park designation was created to address future annexation of the area and other conditions of the industrial park. Nebraska Revised Statute 13-1115 prohibits an industrial park from being annexed by a municipality, unless such an agreement was approved. As evident by the City corporate limit, this area was annexed over the years, per the agreement. Sometime in the 2010s, it was determined that the incremental approach was inappropriate and the effort stopped. It has been over 23 years since the facility became operational.

The property owner's tax assessment for the property is anticipated to increase by approximately \$1,543.81 or 20.66%, based on the 2023-2023 valuation.

Staff Recommendation

Per the agreement, this property was to be annexed by at least 2014. It was determined around that time that the incremental annexation of each site was inappropriate and the effort stopped. Following through with the annexation of the entire property at this time would fulfill the original agreement, approximately eight years after the agreed-upon time.

Conversely, not annexing the property into the City limits would maintain a donut hole, which could impact consistent emergency services and law enforcement.

Considering all of these factors, City staff is recommending that these properties be annexed into the City.

If the Planning Commission would like to recommend to the Mayor and City Council that the properties should not be annexed into the City limits, they should clearly articulate the findings of their decision.

Property Address			PID			
1503 W G STREET			#010003163			
Current Value Information						
Land Value	Dwelling Value	Improvement Value	Total Value	Net Taxable Value		
\$ 83,042.00	\$ 298,888.00	\$ -	\$ 381,930.00	\$ 381,930.00		
Tax Information		Current Levy	Current Tax	Annexed Levy	Annexed Tax	% Change?
Ag Society		0.017446	\$ 66.63	0.017446	\$ 66.63	0%
CRA		0.000000	\$ -	0.026000	\$ 99.30	100%
City		0.000000	\$ -	0.424342	\$ 1,620.69	100%
Community College		0.090272	\$ 344.78	0.090272	\$ 344.78	0%
County		0.423456	\$ 1,617.31	0.423456	\$ 1,617.31	0%
ESU 9		0.015000	\$ 57.29	0.015000	\$ 57.29	0%
Fire		0.038805	\$ 148.21	0.000000	\$ -	0%
Library		0.008717	\$ 33.29	0.000000	\$ -	0%
NRD 1 Upper Big Blue		0.020621	\$ 78.76	0.022015	\$ 84.08	0%
SID		0.000000	\$ -	0.000000	\$ -	0%
School Bonds		0.200000	\$ 763.86	0.200000	\$ 763.86	0%
School Districts		1.142000	\$ 4,361.64	1.142000	\$ 4,361.64	0%
TIF		0.000000	\$ -	0.000000	\$ -	0%
Townships		0.000000	\$ -	0.000000	\$ -	0%
Totals		1.956317	\$ 7,471.76	2.360531	\$ 9,015.58	20.66%

**Approximately 475 feet west of the
intersection of E. 26th Street and Market Lane**

Owner: Municipal Supply, Inc.

Subject Site:

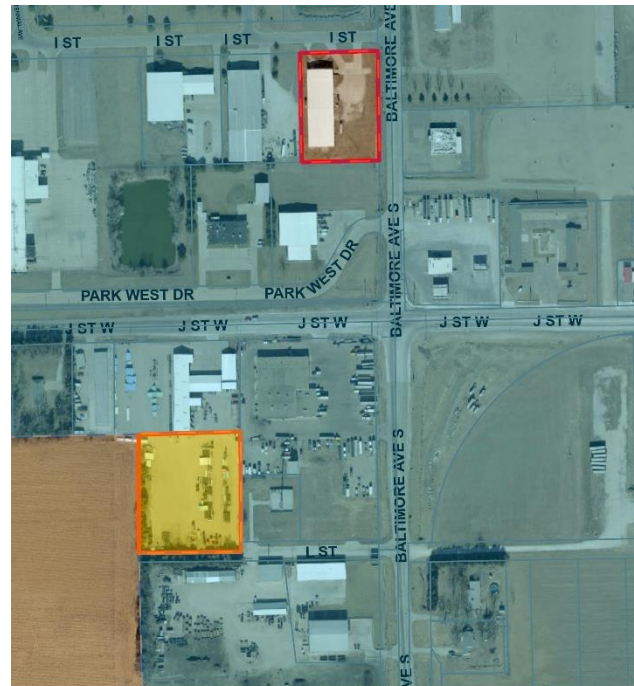
The subject site is approximately 2.7 acres in area and is used as an equipment and materials storage yard for the industrial business to the north of the site. Both sites are owned by the same property owner and largely function as one site. However, the subject site was created as a separate tract that was not previously annexed.

Properties to the immediate north, south, and east, are located within the City limits. The undeveloped agricultural field to the west is outside of the City limits.

The site is within the Adams Central Public Schools District.

Floodplain Information:

The site is in FEMA Zone X, 0.2% Annual Chance Floodplain (500-year floodplain)(Map Panel #31001C0160C).



1615 W J St
Southwest Industrial Area
City Limits



Zoning:

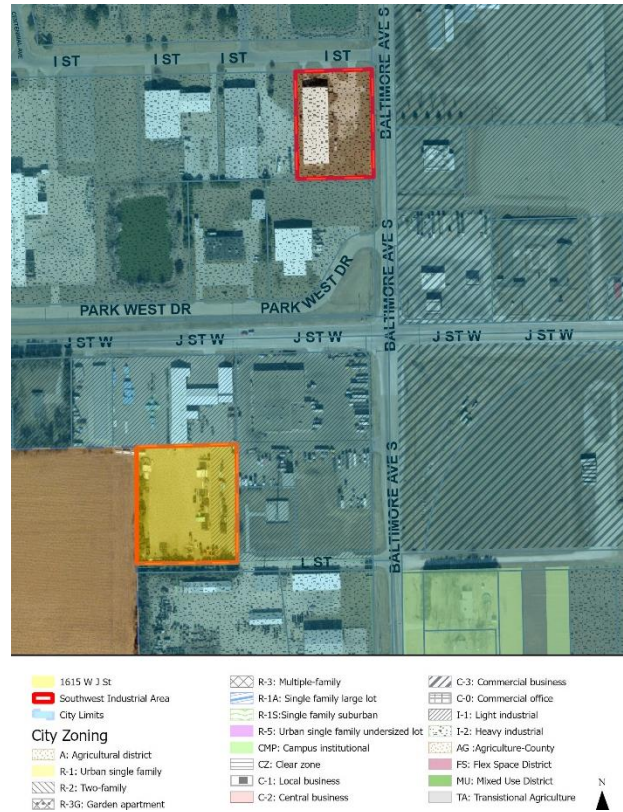
The site is a combination of the County A, Agricultural District, and I-1, Light Industrial District. The approximately east 80 feet of the site is zoned I-1 District. The remaining part of the site is zoned A District.

The adjacent properties to the north, including the “parent tract” with the industrial building, and east are zoned City I-1 District.

To the south of the site is property zoned City I-2, Heavy Industrial District.

To the west is undeveloped agricultural land zoned County A District.

The potential zoning classification, based on the surrounding area and the current use if the land was annexed into the City would be I-1 District. This would necessitate a rezoning in the future. The existing use could be considered a nonconforming situation if annexed.



Public Utilities:

The use of the site is a storage yard that does not necessitate most utilities. The main site is served by all public utilities.

Water – There is a 10-inch water main in the S. Baltimore Avenue right-of-way, approximately 500 feet east of the site. As mentioned, the main site is served by the City utility. The City would most likely consider this an in-city service unless the site was sold and developed for a different use in the future. If the site were to develop, water could be provided either from the S. Baltimore Avenue main or the water service along W. J Street.

Sanitary Sewer – An 8-inch gravity flow sanitary sewer main is located in the L Street right-of-way that could provide service to the site. As mentioned, the main site is served by the City utility. The City would most likely consider this an in-city service unless the site was sold and developed for a different use in the future. If the site were to develop, sanitary sewer could be provided either from L Street. main or the service along W. J Street.

Gas – Hastings Utilities’ gas line is located along the S. Baltimore Avenue right-of-way. The use of the subject site does not currently require gas service. However, the main site is a customer of Hastings Utilities for gas service.

Electricity - Hastings Utilities has electrical service in the immediate area to provide electricity to the site. The property owner is a customer of the utility enterprise and pays the standard rate for property within the City limits.

Access to Public Roads – Based on aerial photos, the site gains access from L Street, and to W. J Street through internal paths. The City of Hastings maintains the surrounding roadways.

Public Safety – Because the land is outside the City limits, the technical jurisdiction for fire, EMS, and law enforcement services are from Hastings Rural Volunteer Fire Department and Adams County Sheriff's Office. However, the Hastings Fire Department responds at the request of Hastings Rural for any fire incidents, and provides ambulance transport by contract, in the event of an emergency call to the property. Generally, the Hastings Police Department would only respond to the site for a crime or an emergency at the request of the Adams County Sheriff's Office.

If this property was annexed into the Corporate limits, both Hastings Fire Department and Hastings Police Department would serve the property without requiring additional personnel, equipment, or new stations.

Summary of Cost To Extend Services:

[Nebraska Revised Statute 16-117](#) requires that the City Council wishing to annex land into the corporate limits must adopt a plan that:

“...contains sufficient detail to provide a reasonable person with a full and complete understanding of the proposal for extending city services to the land proposed for annexation. The plan shall (a) state the estimated cost impact of providing the services to such land, (b) state the method by which the city plans to finance the extension of services to the land and how any services already provided to the land will be maintained, (c) include a timetable for extending services to the land proposed for annexation, and (d) include a map drawn to scale clearly delineating the land proposed for annexation, the current boundaries of the city, the proposed boundaries of the city after the annexation, and the general land-use pattern in the land proposed for annexation.

As previously described, access to utilities, public roadways, and emergency and protective services are readily available. All utilities are in the immediate area and no extension of services is required. Additionally, the site is located within the Fire and Police Department's service area and response times to the site would be within the acceptable times established by the departments. The City of Hastings would maintain these existing assets through normal budgetary processes, including capital improvement planning.

Potential Tax Implications:

By being annexed into the City of Hastings, an additional mill levy would be added to the tax statement. The following table is an estimation of the potential changes in taxes the property owner may experience by being in the Hastings corporate limits. This information was collected using the current Adams County Assessors public website and estimations by the City's Finance Department for this year's tax assessment and mill rate. This amount may change as a result of the normal budget cycle.

Summary:

The use of the property appears to be industrial (storage of materials and equipment) related to its “parent tract” to the north. The site is mostly zoned County A, Agricultural District, with the eastern 80 feet of the site zoned County, I-1, Light Industrial District. The current use of the site could be considered a nonconforming condition to the A District. It would be most appropriate to rezone the site to I-1 District to bring the site into conformance.

The property is surrounded on three sides by properties or public right-of-way within the City of Hastings. The property gains access to the public right-of-way maintained by the City of Hastings. All Hastings Utilities are present in the area and can service the site. However, the existing use does not require most of these utilities. The site is within both Hastings Fire Department and Hastings Police Department response areas and can be served without requiring additional personnel, equipment, or stations.

The property owner’s tax assessment for the two properties is anticipated to increase by approximately \$156 or 28.57%, based on the 2023-2023 valuation.

Staff Recommendation

As discussed, the site is considered an industrial use, and is being used as a storage area for equipment and materials related to the industrial facility on the “parent tract.” Because of the use of the site, it does not need any public utilities or is gaining service from the parent tract to the north.

The site is generally considered and functions as part of the parent tract to the north. Including the site into the City’s corporate limit would square off the corporate limit and avoid any potential confusion with fire or police response.

Conversely, not annexing the property into the City limits could impact consistent emergency services and law enforcement.

Considering all of these factors, City staff is recommending that these properties not be annexed into the City.

If the Planning Commission would like to recommend to the Mayor and City Council that the properties should be annexed into the City limits, they should clearly articulate the findings of their decision.

Property Address			PID		
MUNICIPAL SUPPLY INC			#010003201		
Current Value Information					
Land Value	Dwelling Value	Improvement Value	Total Value	Net Taxable Value	
\$38,650	\$ -	\$ -	\$38,650	\$ 38,650.00	
Tax Information	Current Levy	Current Tax	Annexed Levy	Annexed Tax	% Change?
Ag Society	0.017446	\$ 6.74	0.017446	\$ 6.74	0%
CRA	0.000000	\$ -	0.026000	\$ 10.05	100%
City	0.000000	\$ -	0.424342	\$ 164.01	100%
Community College	0.090272	\$ 34.89	0.090272	\$ 34.89	0%
County	0.423456	\$ 163.67	0.423456	\$ 163.67	0%
ESU 9	0.015000	\$ 5.80	0.015000	\$ 5.80	0%
Fire	0.038805	\$ 15.00	0.000000	\$ -	0%
Library	0.008717	\$ 3.37	0.000000	\$ -	0%
NRD 2 Little Blue	0.020621	\$ 7.97	0.020621	\$ 7.97	0%
SID	0.000000	\$ -	0.000000	\$ -	0%
School Bonds	0.075686	\$ 29.25	0.075686	\$ 29.25	0%
School Districts	0.708894	\$ 273.99	0.708894	\$ 273.99	0%
TIF	0.000000	\$ -	0.000000	\$ -	0%
Townships	0.000000	\$ -	0.000000	\$ -	0%
Totals	1.398897	\$ 540.67	1.801717	\$ 696.36	28.80%

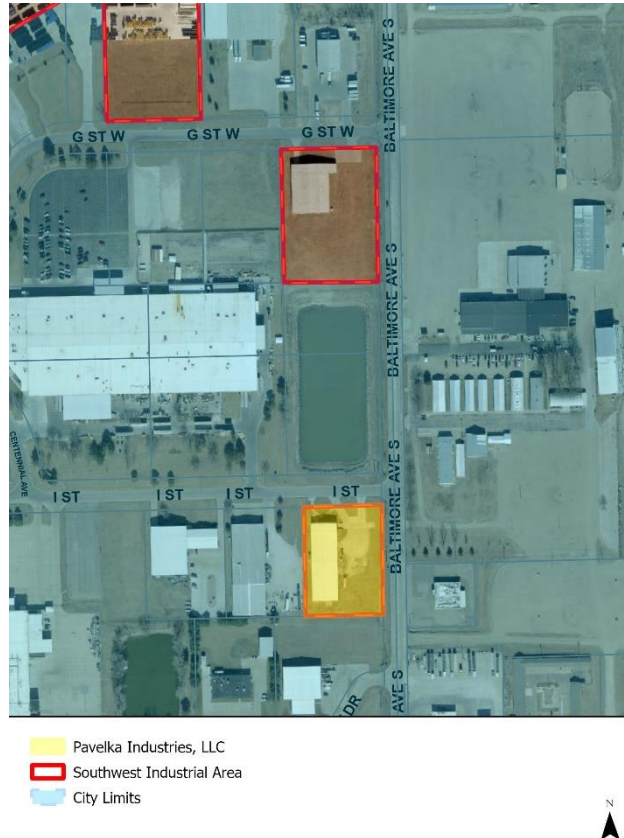
**1503 West I Street
Southwest of the intersection of
South Baltimore Avenue and West I Street**

Owner: Pavelka Industries, LLC

Subject Site:

The subject site is a generally flat piece of land that is approximately 1.9 acres in area. The site consists of one industrial building located along the west property line of the site.

The property is completely surrounded by properties and rights-of-way that are within the corporate limits of Hastings. The reason for this donut hole is in part due to this property and the surrounding industrial area being designated as an Adams County Industrial Area in 1987. Before the County designation, an agreement between the City of Hastings and Adams County established a timeline to annex these properties into the City limits. Generally speaking, N.R.S. 13-1115 allows this type of agreement as an acceptable exemption from the prohibition of being annexed into the municipal limits.



The agreement between the County and City (attached) states:

- (A) That the named real estate owner's land, buildings and appurtenances affixed thereto, shall not be subject to annexation by the City of Hastings until ten (10) years passes from the date the respective facilities start operating.
- (B) That after the above-mentioned time period expires, the City may then begin incremental annexation subject to the following terms and conditions:
 - (1) Over a period of five (5) years the City may annex, in equal installments, the total value of the named property owner's real property. The value of each of the five (5) year's installments shall be determined by taking the total value prior to any annexation and dividing it by five (5). Each one fifth (1/5) value shall then be converted into lineal feet of the property owner's land and annexed each respective year.

According to Adams County records and building permits, the building was established in 2007. As evident by the City limits depicted on the site map, the City proceeded to annex portions of the area, as defined in (B)(1) for some time, but stopped in the 2010s.

The site is within the Adams Central Public Schools District.

Floodplain Information:

The site is in FEMA Zone X, 0.2% Annual Chance Floodplain (500-year floodplain)(Map Panel # 31001C0160C).

Zoning: The site and surrounding areas to the is currently zoned County I-2, Heavy Industrial District.

The properties to the east, across S. Baltimore Avenue, are zoned C-3, Commercial Business District.

The potential zoning classification, based on the surrounding area and the current use if the land was annexed into the City would be I-2, Heavy Industrial District.

Public Utilities:

Water – A 10-inch water main is located in the W. I Street and S. Baltimore Avenue rights-of-way. The site is a customer of Hastings Utilities and receives water at the standard commercial rate inside the city.

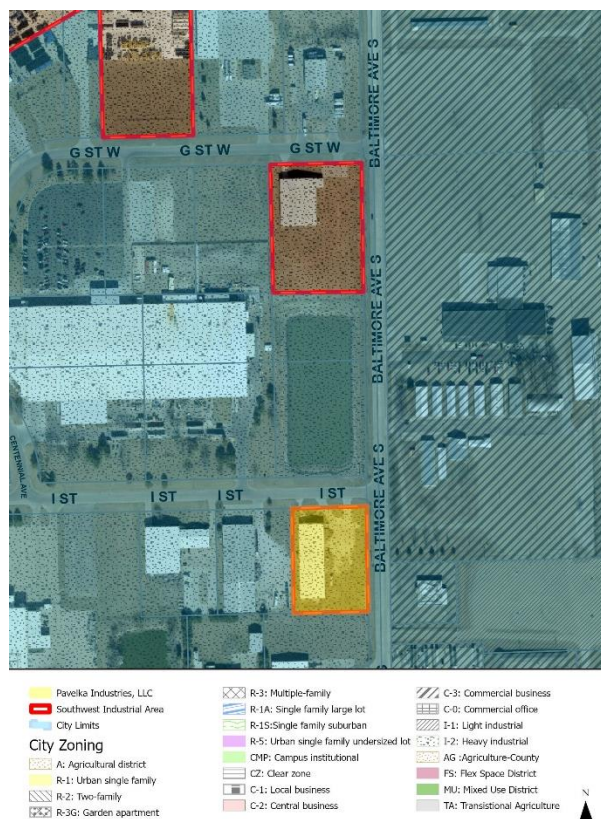
Sanitary Sewer – An 8-inch gravity flow sanitary sewer main is located in the W. I Street right-of-way. A 15-inch sanitary sewer main is located in the S. Baltimore Avenue right-of-way. These mains provide service to the site. The business is connected to the City's sanitary sewer infrastructure and is currently a customer of the City's utility at a standard commercial rate.

Gas – A Hastings Utilities' gas line is located in the W. I Street right-of-way. The property is a customer of that utility enterprise and pays the standard rate for commercial property within the City limits.

Electricity - Hastings Utilities' has electrical service in the immediate area to provide electricity to the site. The property owner is a customer of the utility enterprise and pays the standard rate for commercial property within the City limits.

Access to Public Roads – The site has three driveways onto W. I Street, which is maintained by the City of Hastings. There is a circular driveway on the west side of the site at the front of the building. The middle and west driveway also provides access to a loading dock at the building, parking, and a materials storage area on the east side of the building.

Public Safety – Per the 1987 agreement with the property owners and Hastings Economic Development Corporation, the entire industrial park would be protected by the City's fire and police department once any annexation in the industrial park was done. However, the City's Police Department does not have



legal jurisdiction over properties not within the City limits, regardless of what the agreement states. The Police Department does patrol this area, but any law enforcement response to the portion of the property is limited because of past incremental annexations and jurisdiction limitations.

Per the agreement, the Hastings Fire Department does respond to the property as the initial emergency response provider.

If this property was annexed into the Corporate limits, both Hastings Fire and Hastings Police Department would serve the property without requiring additional personnel, equipment, or new stations.

Summary of Cost To Extend Services:

[Nebraska Revised Statute 16-117](#) requires that the City Council wishing to annex land into the corporate limits must adopt a plan that:

“...contains sufficient detail to provide a reasonable person with a full and complete understanding of the proposal for extending city services to the land proposed for annexation. The plan shall (a) state the estimated cost impact of providing the services to such land, (b) state the method by which the city plans to finance the extension of services to the land and how any services already provided to the land will be maintained, (c) include a timetable for extending services to the land proposed for annexation, and (d) include a map drawn to scale clearly delineating the land proposed for annexation, the current boundaries of the city, the proposed boundaries of the city after the annexation, and the general land-use pattern in the land proposed for annexation.

As previously described, access to sanitary sewer, electricity, gas, public roadways, and emergency and protective services are readily available. The property is currently receiving services from these utilities. No extension of utility services is required if this site were to be annexed. Additionally, the site is generally protected by the City of Hastings Fire Department and Police Department per the 1987 agreement. However, any direct response by the Hastings Police Department to the site is limited because of jurisdiction limitations. The City of Hastings would maintain these existing assets through normal budgetary processes, including capital improvement planning.

Potential Tax Implications:

By being annexed into the City of Hastings, an additional mill levy would be added to the tax statement. The following table is an estimation of the potential changes in taxes the property owner may experience by being in the Hastings corporate limits. This information was collected using the current Adams County Assessors public website and estimations by the City’s Finance Department for this year’s tax assessment and mill rate. This amount may change as a result of the normal budget cycle.

Summary:

The use of the property is industrial. It appears to conform to the existing zoning district classification. No known nonconformities of the zoning regulations are witnessed. If annexed, it would be recommended to remain as I-2, Heavy Industrial District.

The property is surrounded by properties and public right-of-way within the City of Hastings. The property gains access to the public right-of-way maintained by the City of Hastings and receives utility services for

water, sanitary sewer, gas, and electricity from Hastings Utilities. The site is within both Hastings Fire Department and Hastings Police Department response areas and can be served without requiring additional personnel, equipment, or stations. Per the 1987 agreement with the Hastings Economic Development Corporation, protection by the Fire Department and Police Department was to occur at least 1988. However, the Hastings Police Department has no jurisdiction over the area not within the City limits, regardless of the agreement.

The land and surrounding properties were designated as a County Industrial Park in 1987. An agreement with the property owners and the Hastings Economic Development Corporation before the industrial park designation was created to address future annexation of the area and other conditions of the industrial park. Nebraska Revised Statute 13-1115 prohibits an industrial park from being annexed by a municipality, unless such an agreement was approved. As evident by the City corporate limit, this area was annexed over the years, per the agreement. Sometime in the 2010s, it was determined that the incremental approach was inappropriate and the effort stopped. It has been over 16 years since the facility became operational.

The property owner's tax assessment for the property is anticipated to increase by approximately \$3,146 or 28.80%, based on the 2023-2023 valuation.

Staff Recommendation

Per the agreement, this property was to be annexed by at least 2022. It was determined that the incremental annexation of each site was inappropriate and the effort stopped in the area and never began at this site. Following through with the annexation of the entire property at this time would fulfill the original agreement.

Conversely, not annexing the property into the City limits would maintain a donut hole, which could impact consistent emergency services and law enforcement.

Considering all of these factors, City staff is recommending that these properties be annexed into the City.

If the Planning Commission would like to recommend to the Mayor and City Council that the properties should not be annexed into the City limits, they should clearly articulate the findings of their decision.

Property Address			PID			
1503 W I STREET			#010003155			
Current Value Information						
Land Value	Dwelling Value	Improvement Value	Total Value	Net Taxable Value		
\$73,382	\$ 707,704.00	\$ -	\$781,086	\$ 781,086.00		
Tax Information		Current Levy	Current Tax	Annexed Levy	Annexed Tax	% Change?
Ag Society		0.017446	\$ 136.27	0.017446	\$ 136.27	0%
CRA		0.000000	\$ -	0.026000	\$ 203.08	100%
City		0.000000	\$ -	0.424342	\$ 3,314.48	100%
Community College		0.090272	\$ 705.10	0.090272	\$ 705.10	0%
County		0.423456	\$ 3,307.56	0.423456	\$ 3,307.56	0%
ESU 9		0.015000	\$ 117.16	0.015000	\$ 117.16	0%
Fire		0.038805	\$ 303.10	0.000000	\$ -	0%
Library		0.008717	\$ 68.09	0.000000	\$ -	0%
NRD 2 Little Blue		0.020621	\$ 161.07	0.020621	\$ 161.07	0%
SID		0.000000	\$ -	0.000000	\$ -	0%
School Bonds		0.075686	\$ 591.17	0.075686	\$ 591.17	0%
School Districts		0.708894	\$ 5,537.07	0.708894	\$ 5,537.07	0%
TIF		0.000000	\$ -	0.000000	\$ -	0%
Townships		0.000000	\$ -	0.000000	\$ -	0%
Totals		1.398897	\$ 10,926.59	1.801717	\$ 14,072.96	28.80%

CITY OF HASTINGS, NEBRASKA MINUTES OF
PLANNING COMMISSION

Tuesday, November 14, 2023

Pursuant to due call and notice thereof, a meeting of the Hastings Planning Commission was conducted in the Hastings Municipal Airport, 3300 W 12th St, Hastings NE.
on November 14, 2023.

1. Call to Order:

The meeting was called to order at 4:00 p.m. by Chair Greg Sinner with the following members present Chuck Rosenberg, Michelle Lewis, Lou Kully, Ann Hinton, Shawn Rossi, and Greg Sinner.

2. Roll Call:

Michelle Lewis, Lou Kully, Ann Hinton, Chuck Rosenberg, Shawn Rossi, and Greg Sinner. Absent: Brian Hoffman, Jody Stutzman, Jacque Cranson, Rakesh Srivastava.

The following City Officials were present: City Attorney, Jesse Oswald; Director of Engineering, Lee Vrooman, Director of Development Services, Chad Bungler, Public Information Manager, Tony Herrman, Information Technology Director, Erik Nielsen, Utility IT Manager, Kirk Layton, Administrative Assistant, Melissa Woodard, City Clerk, Kim Jacobitz,

3. Pledge of Allegiance:

Chair Sinner led the Commission in the recital of the Pledge of Allegiance to the United States of America.

4. Motion to adopt the current agenda for November 14, 2023, Planning Commission Meeting.

Moved by Lou Kully to approve the current agenda. Seconded by Chuck Rosenberg. Ayes: Shawn Rossi, Ann Hinton, Greg Sinner, Lou Kully, Chuck Rosenberg, Michelle Lewis. Nays: None. Absent: Brian Hoffman, Jody Stutzman, Jacque Cranson, Rakesh Srivastava. The motion carried.

- 5. Public Notice-** The Public Notice was read into the record. - Official Notice of the Regular Meeting was published in the Hastings Tribune on Wednesday, November 1, 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 City Library. Also, a current copy of the Nebraska Open Meetings Act is located on the wall of the Conference Room, which is accessible to members of the public.

6. Approval of Minutes:

a. Meeting of October 17, 2023

Chair Sinner would entertain a motion at this time for the approval of the Minutes of October 17, 2023.

Moved by Ann Hinton to approve the Minutes of October 17, 2023, of the Planning Commission Meeting. Seconded by Shawn Rossi. Ayes: Shawn Rossi, Ann Hinton, Greg Sinner, Lou Kully, Chuck Rosenberg, Michelle Lewis. Nays: None. The motion carried. Absent: Brian Hoffman, Jody Stutzman, Jacque Cranson, Rakesh Srivastava. (Brian Hoffman arrived at 4:04p.m.)

Chair Sinner would entertain a motion at this time for the approval of the Minutes of November 7, 2023.

. **b. Meeting of November 7, 2023.**

Moved by Chuck Rosenberg to approve the Minutes of November 7, 2023, of the Planning Commission. Meeting. Seconded by Michelle Lewis. Ayes: Shawn Rossi, Ann Hinton, Greg Sinner, Lou Kully, Chuck Rosenberg, Michelle Lewis, Brian Hoffman. Nays: None. The motion carried. Absent: Stutzman, Cranson, Srivastava.

7. **Special Order of Business:**

a. Presentation of One- and Six-Year Street Improvement Plan.

Lee Vrooman provided an overview of the city's One- and Six- year Street Improvement Plan and the upcoming projects for the 2023-2024 budget.

(Cranson arrived at 4:13pm)

Chair Sinner opened it up for Commissioners questions.

Chuck Rosenberg: Questioned why only North and South, not East and West turns and also asked for an update on the paving going on at the cemetery?

Lee Vrooman Explained the next phase was scheduled this past summer, however the contractor got busy, so it will be this Spring. The State looked at each of those intersections, and what they are doing now is what is warranted and will continue to monitor those as traffic increases.

8. **Unfinished Business:**

- a. **Continued Applications** – Skipped-None
- b. **Tabled Applications** – Skipped-None
- c. **Postponed Applications** – Skipped – None

9. **Public Hearings:**

- a. **#2023-584. Public hearing for a request to amend the approved Conditional Use Permit for Pine Patch Second Subdivision, a neighborhood assumably use in R-1, Urban Single-Family Residential District. The amendment is to modify or eliminate conditions of approval adopted by the City Commission with the passing of Resolution No. 2021-31. The property is commonly addressed as 780 E. 26th Street, City of Hastings, Adams County, Nebraska.**

Chair Sinner opened the public hearing to provide the staff report summary for staff background and updates.

Chad Bunger provided a summary of this application and the staff report. He explained that in 2021 the owners were granted an amendment to an approved Conditional Use Permit (CUP) for a Neighborhood Assembly use that had 14 conditions of approval. This application is to amend the CUP to alter or eliminate some of those conditions. Specifically, the amendment is to amend Condition #4 which prohibited alcohol. With the use and Condition #11, which limited the hours of operation of the use from 8:00 a.m. to 6:30 p.m. the Amendment to Condition #4 is to allow consumption of alcohol to be within the barn that would be brought in by guests and limited to a small amount of alcohol. The Amendment to Condition #11 would extend the operation hours to 10:00 p.m. Chad Bunger provided a summary of the staff report and recommended that the amendment to Condition #4 be denied and Condition #11 be approved.

The group then discussed that the event states it shuts down at 9:00 p.m. and will have one hour to be cleaned up and off site. Chuck Rosenberg suggested they could also get around this with BYOB and explained that, and said he hopes the Commission will realize they are trying to run their business.

Chair Sinner asked for those in favor of the application to come forward to provide comments for the hearing. No one spoke.

Chad Bunger noted the applicants were there.

Chair Sinner then asked for those opposed to the proposal to provide comments for the hearing.

Roger Duerling came forward who lives at 880 East 26th Street. He was opposed to the permit. He had nothing against Joe and his wife running the tree farm. His concern was the alcohol in residential areas. As far as the hours go, no problems with it. It is an alcohol event in a residential area, as they do have school kids running around, it's been quiet for 17 years. He has had problems with people for luncheons. Has had friends who had to park down at his place. There are no lights down on 26th Street. Only lights are on Elm Street. Nothing from Elm to the East, all the way to Second Avenue. We amended certain hours, are we going to keep continuing to amend things for them? Don't like seeing this amendment keep coming up every two to three years.

Chair Sinner closed the public hearing.

Chuck Rosenberg requested that the motion be split into two motions: one on the alcohol and one on the hours.

Lou Kully brought up a third recommendation not proposed by the application.

The group then discussed when and how to bring up the third option Lou Kully wanted to discuss. Jesse Oswald gave his recommendation to start with a motion you can do one at a time, then in that discussion, bring up what it could be, then amend and go from there. That would be the best way without knowing what it is.

Chair Sinner entertained a motion to extend the hours for Amendment #1 from 8:00 a.m. to 10:00 p.m.

Moved by Chuck Rosenberg to approve the amendment to extend the hours to 10:00 p.m. for Pine Patch Second Subdivision. Seconded by Lou Kully. Ayes: Shawn Rossi, Ann Hinton, Greg Sinner, Lou Kully, Chuck Rosenberg, Ann Lewis, Brian Hoffman, Jacque Cranson. Nays None. The motion carried. Absent: Jody Stutzman, Rakesh Srivastava.

Chair opened for discussion.

Hoffman opened discussion why limiting it to 10:00p.m.

Chair Sinner opened for discussion for the Second Amendment, dealing with the consumption of alcohol during events at the neighborhood assembly use.

The Commission found ending the Neighborhood Assembly space at 9:00 p.m. for events and the limitations the Nebraska Liquor Commission places on private events where alcohol is consumed, should protect the surrounding properties from impacts from the conditional use. No further discussion.

Lou Kully moved to recommend approval of an amendment to the CUP to eliminate Condition #4 related to the consumption of alcohol with the Neighborhood Assembly for Pine Patch Second Subdivision with no conditions to the Mayor and City Council. Chuck Rosenberg seconded the motion. Ayes: Shawn Rossi, Ann Hinton, Greg Sinner, Lou Kully, Chuck Rosenberg, Ann Lewis, Brian Hoffman, Jacque Cranson. Nays: None. The motion carried. Absent: Jody Stutzman, Rakesh Srivastava.

Lou Kully brought up his third recommendation of the traffic on E. 26th Street and N. Elm and explained how he spoke to Mr. John Northrop, who owns the adjacent property and is part of the easement created with the 2021 CUP amendment to allow the secondary access during the Christmas tree season that limited the use of the driveway and easement. Lou Kully recommended eliminating the condition of approval related to this easement to allow year-round use to provide two means of access to the Neighborhood Assembly Use for greater safety.

The Commission and staff conferred to ensure that the amendment by Lou Kully could be handled. It was determined that the way the items were legally advertised, the suggested amendment could be considered by the Commission.

Moved by Lou Kully to Eliminate Condition Number Two, 2021 Conditional Use Permit for the use of the driveway of the Conditional Use Permit for Pine Patch Second Subdivision driveway use. Seconded by Chuck Rosenberg. Voice Vote. Ayes: Jacque Cranson, Shawn Rossi, Ann Hinton, Greg Sinner, Lou Kully, Ann Lewis, Brian Hoffman, Chuck Rosenberg. Nays: None. The motion carried. Absent: Jody Stutzman, Rakesh Srivastava.

Following Commission discussion of the proposal, Chair Sinner asked for comments from the applicant.

Joe Kindig, 2520 N Elm Avenue, Hastings NE. Joe stated he was comfortable with the Commission's proposal to eliminate the condition of approval related to the easement. He has a good relationship with his neighbor, and this would improve safety and access to the Neighborhood Assembly.

The Commission and staff discussed the need for an updated easement and what happens if the property owner changes? Jesse Oswald stated that the easement runs with the land. Ann Hinton found the easement and read it aloud, there are no limitations. It says it is perpetual and shall run with the land for the benefit of Kindig or its successor's, heirs, or assigns. Chad Bunger stated if it's approved, they will work with the applicant to figure out the legalities.

Withdrawal of Motion: Moved by Lou Kully and Seconded by Chuck Rosenberg to approve the use of the Easement other than only for Christmas for the of the Conditional Use Permit for Pine Patch Second

Subdivision driveway use. Lou Kully withdrew his motion, Chuck Rosenberg withdrew his motion.

Chair Sinner would entertain a motion at this time for the approval to Eliminate Condition Number Two, 2021 Conditional Use Permit for the use of the driveway for Pine Patch Second Subdivision.

Moved by Lou Kully to Eliminate Condition Number Two, 2021 Conditional Use Permit for the use of the driveway of the Conditional Use Permit for Pine Patch Second Subdivision driveway use. Seconded by Chuck Rosenberg. Voice Vote. Ayes: Jacque Cranson, Shawn Rossi, Ann Hinton, Greg Sinner, Lou Kully, Ann Lewis, Brian Hoffman, Chuck Rosenberg. Nays: None. The motion carried. Absent: Jody Stutzman, Rakesh Srivastava.

a. 2023-641. Public Hearing to Consider annexing three areas that are adjacent to the Hastings City Limits. These Properties are generally described as:

Area #1. East 26th Street and N. 2nd Avenue

Area #2. Industrial Park North

Area #3. Industrial Park West Area

Chair Sinner suggested each area be considered separately.

Chad Bunger provided a summary of the staff report for Area #1, East 26th street and N. 2nd Avenue. City Staff recommends that it not be annexed, with the one exception of the city owned land for the expansion of the Parkview Cemetery.

Chair Sinner asked for public comments, with no comments, Chair Sinner closed the public hearing.

Chair Sinner would entertain a motion at this time to consider annexing all of Area #1, East 26th Street and N. 2nd Avenue, into the City Limits of Hastings, NE. Moved by Chuck Rosenberg to Annex all of Area #1 into the City Limits of Hastings NE. Seconded by Lou Kully. Chair Sinner asked for Commissioner comment.

Chuck Rosenberg discussed the reasoning behind their voting was properties are adjacent, contiguous to the city and as good planning, it makes sense to bring them into the community, they are already partaking of city services, even though some have flood plains, and some have agriculture in the back, you will see a lot of these will have future development, especially if annexed.

Brian Hoffman also stated that leaving donut holes is an opportunity for us to be vulnerable and when most of the utilities are found to be there, it causes confusion, causes issues for landowners to the East, North, South and West. We have heard from our Fire Marshall that creating these issues is a Fire and Police issue. Why would we not annex these properties? There are flood plains in the middle of town too.

Michelle Lewis inquired, are we looking at the Housing Plan Marvin Planning did next? She noticed they had this area highlighted as somewhere we should have higher density housing that we should zone for that, so obviously they see that's it's growing there, and they see it as a point of expansion also.

Chair Sinner-Opened Public Hearing for Industrial Park North #2

Chad Bunger provided a summary of the findings for Area #2. City staff are recommending that all of area #2 be annexed into the city limits.

Chair Sinner asked for public comments. With no comments the public hearing was closed, and he asked for Commissioner comments. There were none.

Chair Sinner Would entertain a motion at this time to consider annexing all of Area #2, Industrial Park North into the City Limits of Hastings, NE.

Moved by Ann Hinton to consider annexing all of Area #2, Industrial Park North, into the City Limits of Hastings, NE. Seconded by Chuck Rosenburg. Voice Vote. Ayes: Jacque Cranson, Shawn Rossi, Ann Hinton, Greg Sinner, Lou Kully. Chuck Rosenberg, Michelle Lewis, Brian Hoffman. Nays: None. The motion carried. Absent: Jody Stutzman, Rakesh Srivastava.

Chair Sinner opened the public hearing to all of Area #3, Industrial Park West Area.

Chad Bunger provided a summary of the staff findings for this area and recommends that the Commission recommend approval for Area #3 to be annexed into the city.

Chair Sinner opened the meeting for public comments. With no one speaking, Chair Sinner closed the public hearing and asked for Commissioner comments.

Chair Sinner would entertain a motion at this time to consider annexing all of Area #3 Industrial Park West Area into the City Limits of Hastings, NE.

Moved by Lou Kully to consider annexing all of Area #3, Industrial Park West Area into the City Limits of Hastings, NE. Seconded by Michelle Lewis. Voice Call. Ayes: Jacque Cranson, Shawn Rossi, Ann Hinton, Greg Sinner, Lou Kully, Chuck Rosenberg, Michelle Lewis, Brian Hoffman. Nays: None. The motion carried. Absent: Jody Stutzman, Rakesh Srivastava.

b. #2023-674. Approval of accepting the City of Hastings Affordable Housing Plan prepared by Marvin Planning Consultants and Community Planning Insights.

Chad Bunger provided an overview of the Affordable Housing Plan and recommend that the Commission recommend to the Mayor and City Council to adopt it.

No one from the public spoke on this item.

Chair Sinner closed the public hearing and asked for Commission comments. There were none.

Chair Sinner would entertain a motion at this time to consider approval of accepting the City of Hastings Affordable Housing Plan for recommendation to the City Council.

Moved by Chuck Rosenberg to Approve accepting the City of Hasting Affordable Housing.

Plan for recommendation to the City Council. Seconded by Jacque Cranson. Voice Vote. Ayes: Jacque Cranson, Ann Hinton, Greg Sinner, Lou Kully, Chuck Rosenberg, Michelle Lewis, Brian Hoffman. Nays: None. The motion carried. Absent: Shawn Rossi, Jody Stutzman, Rakesh Srivastava. (Shawn Rossi left the meeting)

10. **Subdivisions:**

a. #2023-639 Preliminary/Final Plat of Vandeventer Subdivision

Chad Bunker provided an overview of the proposed subdivision and recommended approval of the Preliminary/Final Plat.

Chair Sinner would entertain a motion at this time to consider approval of the Preliminary/Final Plat of Vandeventer Subdivision.

Moved by Ann Hinton to Approve accepting the Preliminary/Final Plat of Vandeventer Subdivision. Seconded by Lou Kully. Voice Vote. Ayes: Jacque Cranson, Ann Hinton, Greg Sinner, Lou Kully, Chuck Rosenberg, Michelle Lewis, Brian Hoffman. Nays: None. The motion carried. Absent: Shawn Rossi, Jody Stutzman, Rakesh Srivastava.

11. **Reports:**

a. Committee Reports.

None

b. Chairman Comments.

None

c. Staff Reports.

Chad Bunker discussed construction season wrapping up. Kevin Kubo- Chief Building Inspector wanted him to mention the county jail is wrapping up in a week or two. The YMCA pool area was given clearance and opened last week. The breezeway between the hospital and their medical building is finishing up and getting completed by next week. Introduced our new City Planner, Ember Batelaan, from the private sector.

Chair Sinner invited Ember to come to the podium and introduce herself.

Ember Batelaan-City Planner stated she started a few weeks ago and before that worked in Lincoln, as a Community and Regional Planner in the Private Sector. Chair Sinner told her it was obvious she enjoys what she does, and we look forward to working with her and getting to know her.

Chair Sinner would entertain a motion to adjourn.

Moved by Jacque Cranson to Adjourn. Seconded by Brian Hoffman. Voice Vote. Ayes: Jacque Cranson, Ann Hinton, Greg Sinner, Lou Kully, Chuck Rosenberg, Michelle Lewis, Brian Hoffman. Nays: None. The motion carried. Absent: Shawn Rossi, Jody Stutzman, Rakesh Srivastava.

Adjourned at 5:44 p.m.

Greg Sinner, Chairman





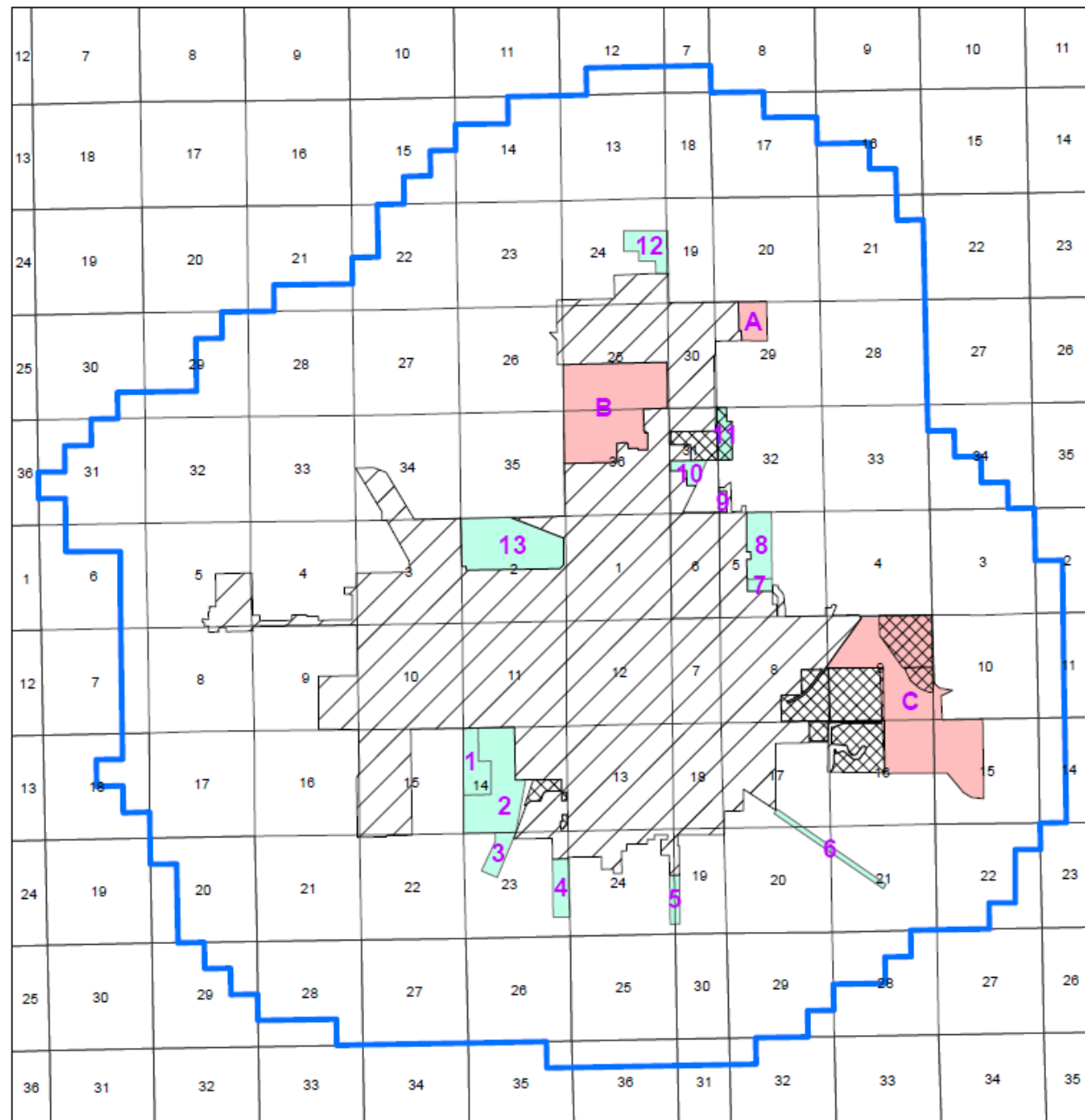
File No. 2023-641

Project Public hearing to consider annexing three areas that are adjacent to the City Limits. The areas are:

- Area #1, East 26th Street and North 2nd Avenue
- Area #2, Industrial Park North
- Area #3, Industrial Park West Area

Future Annexation Map

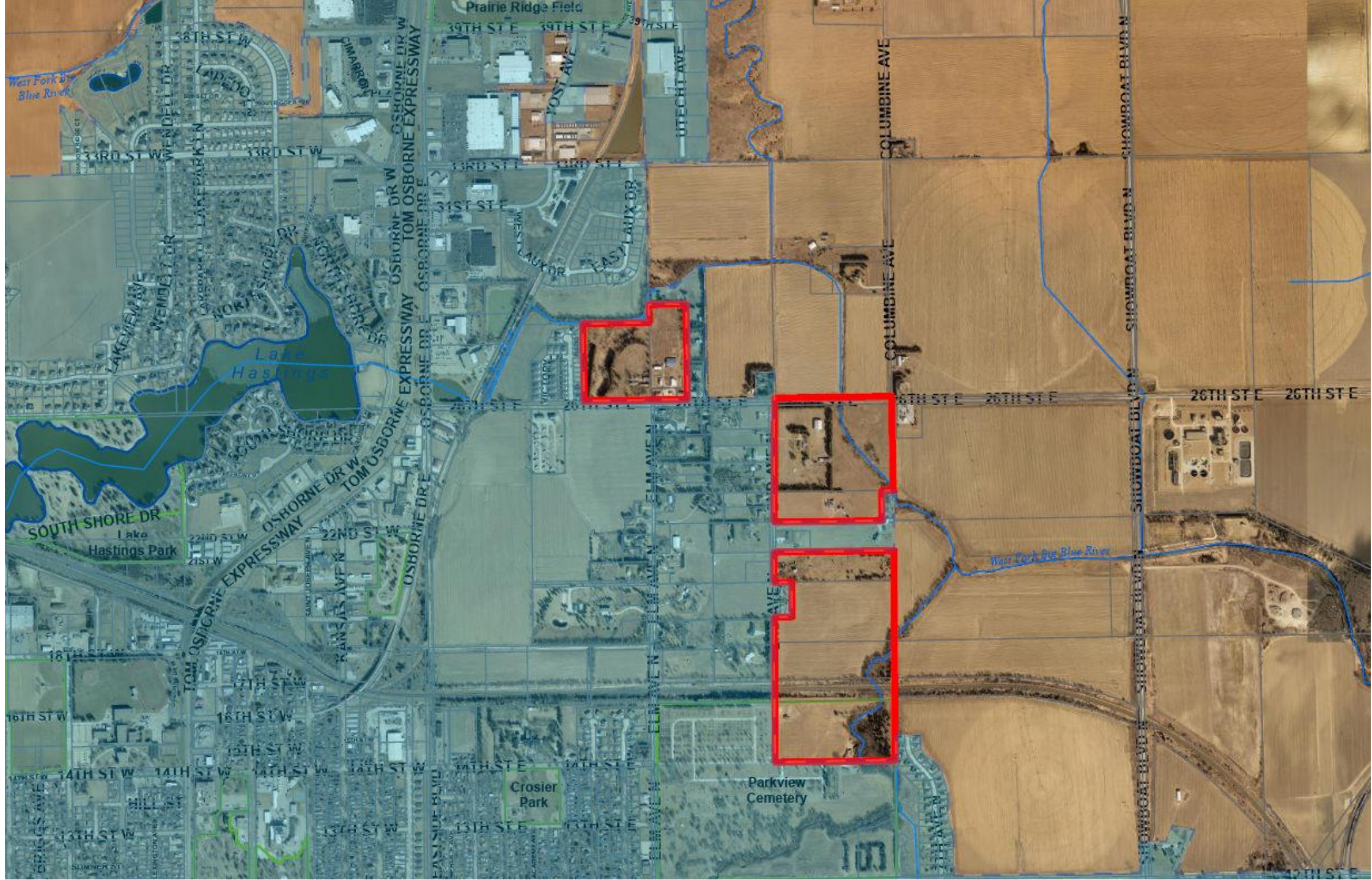
01/09/2007

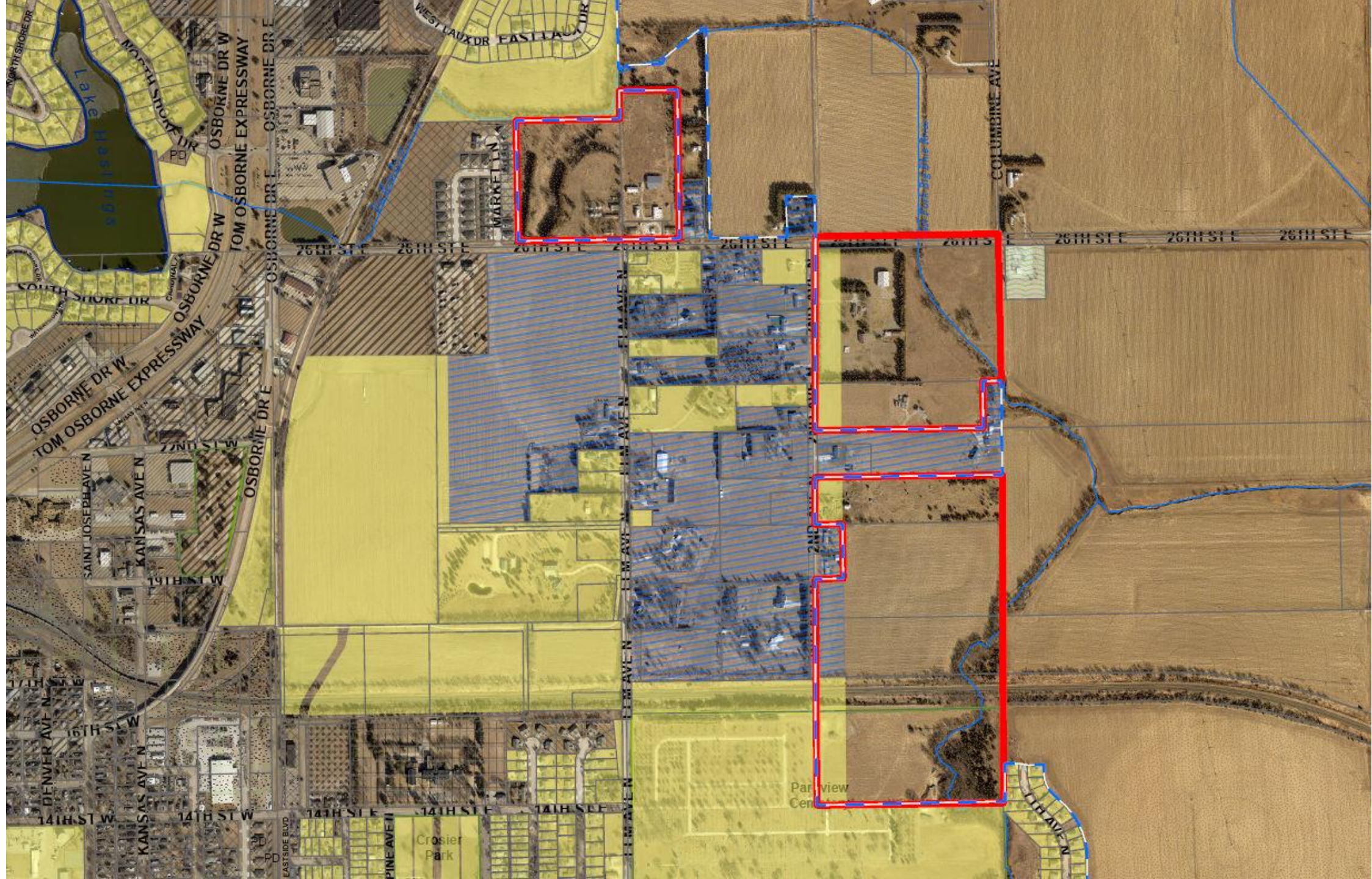


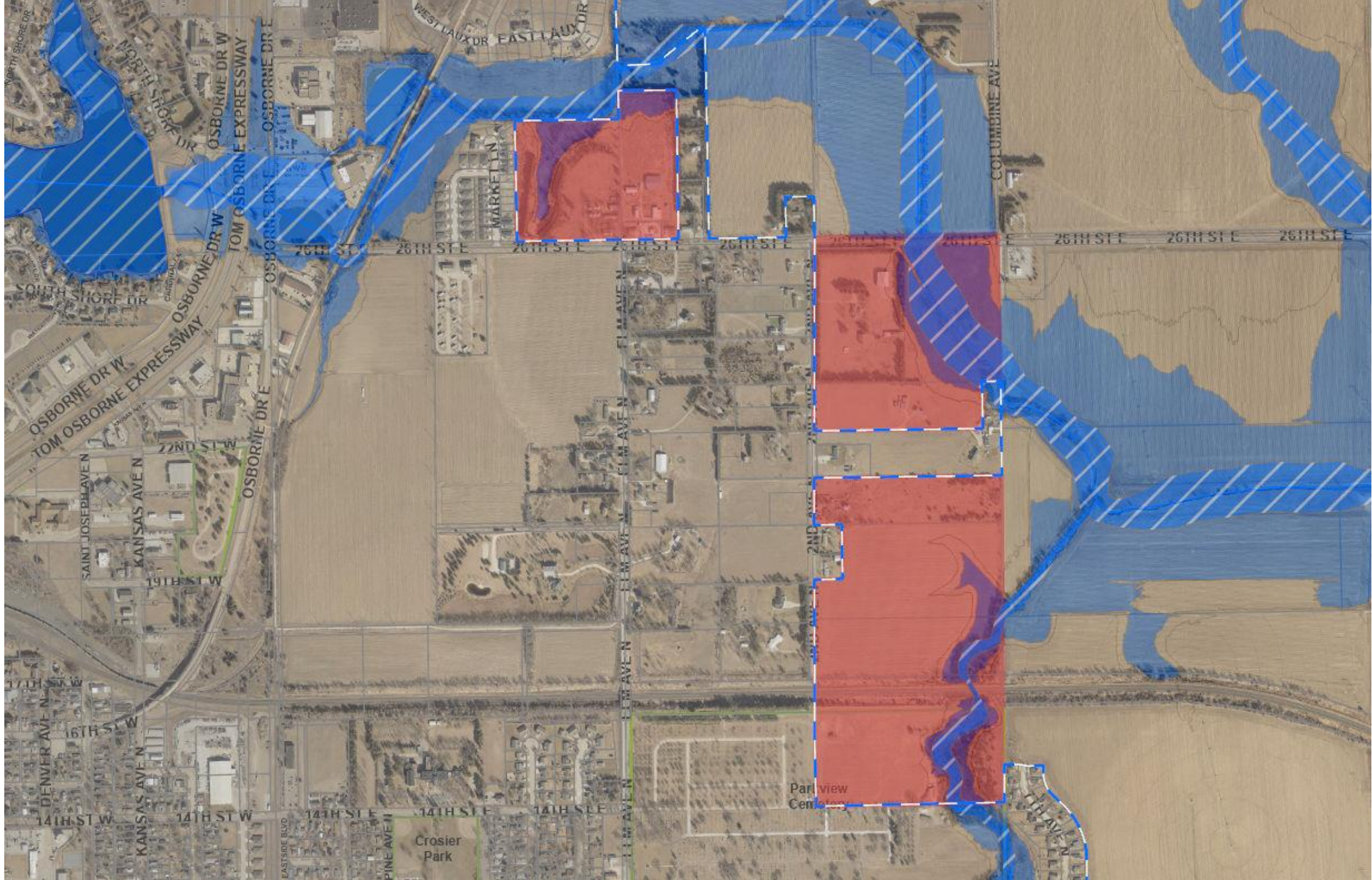


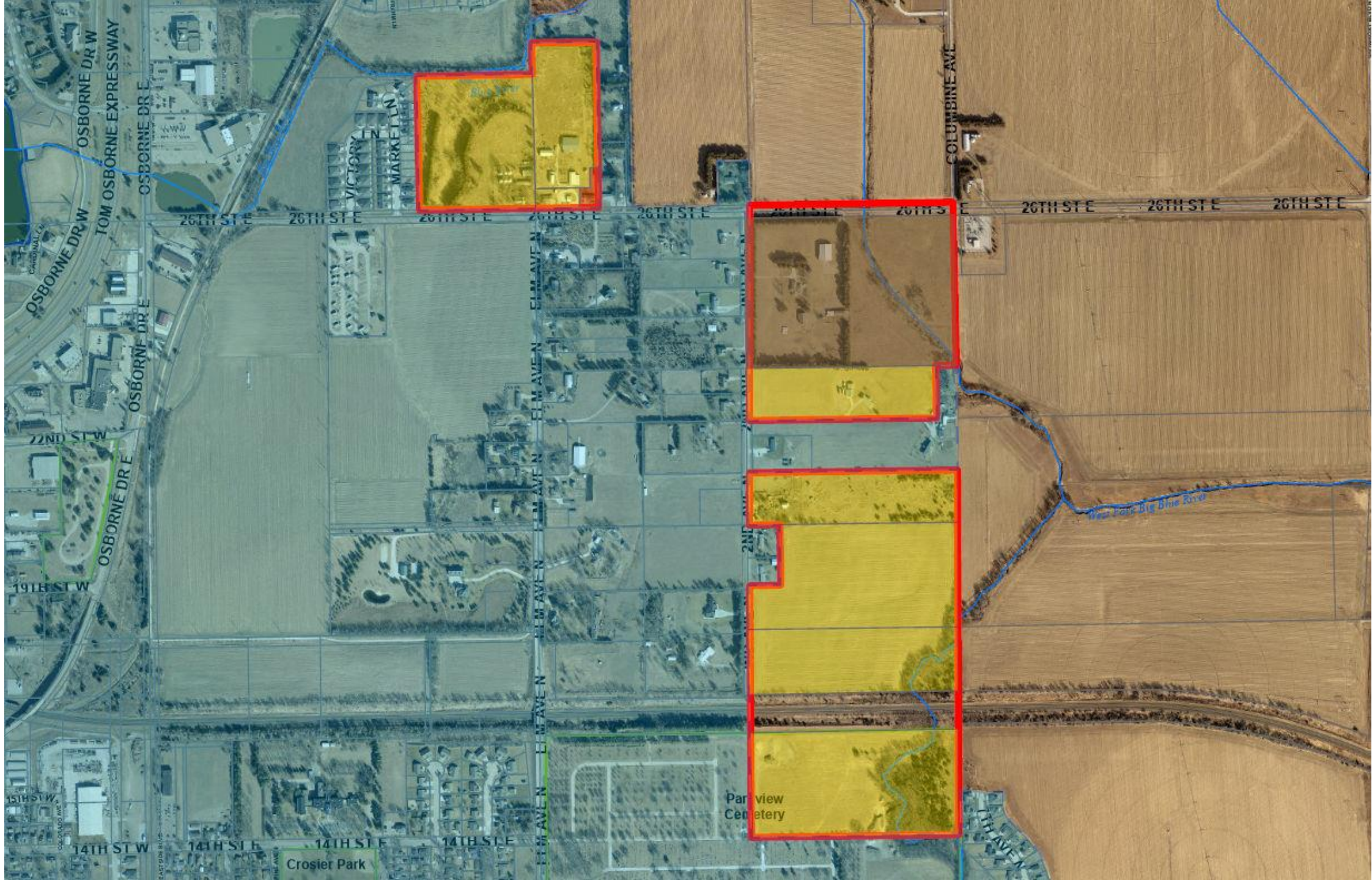
Area #1

East 26th Street and North 2nd Avenue









Planning Commission Recommendation:

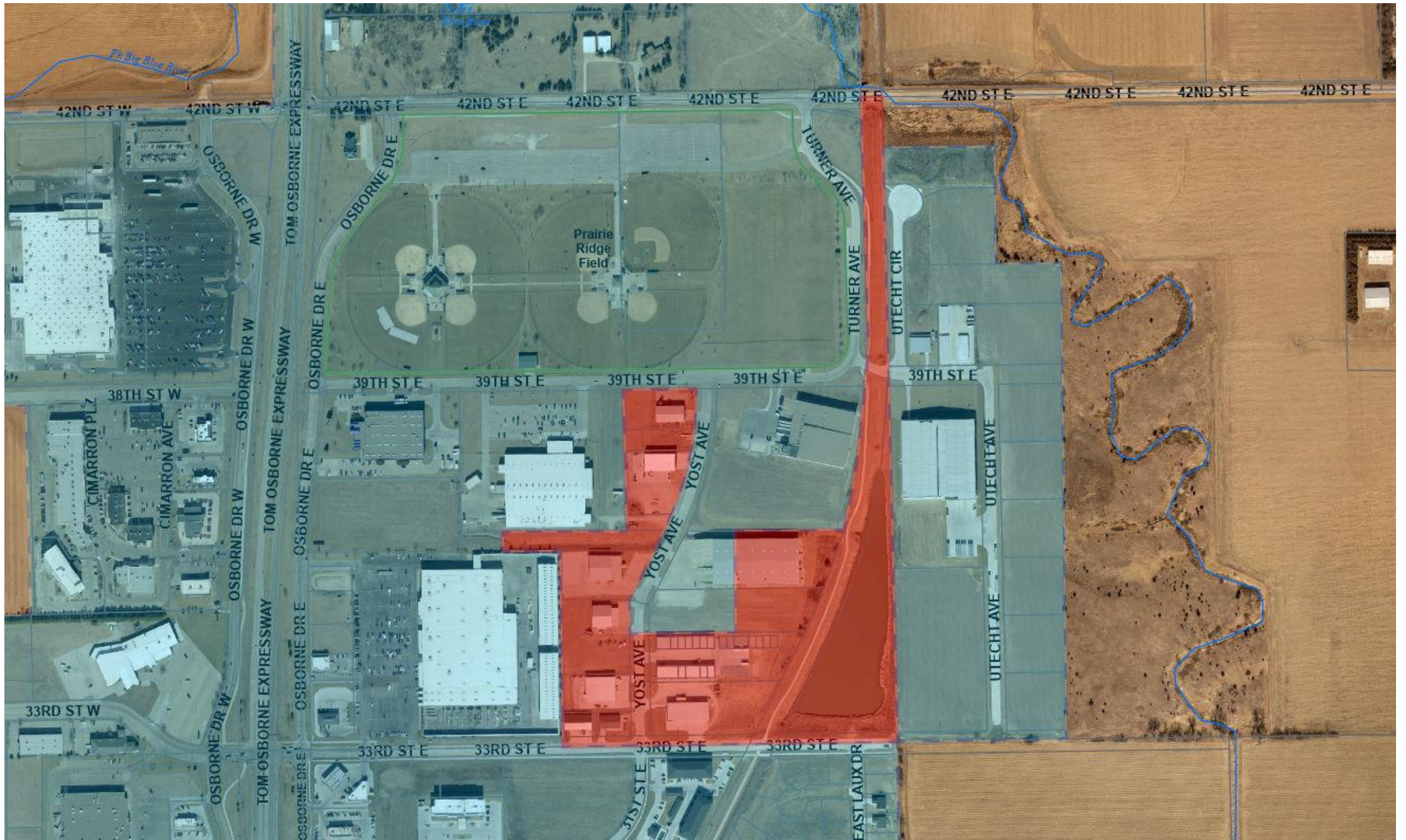
- The properties in this area are adjacent to the City,
- The properties are already served by City services and infrastructure
- These areas will develop in the future

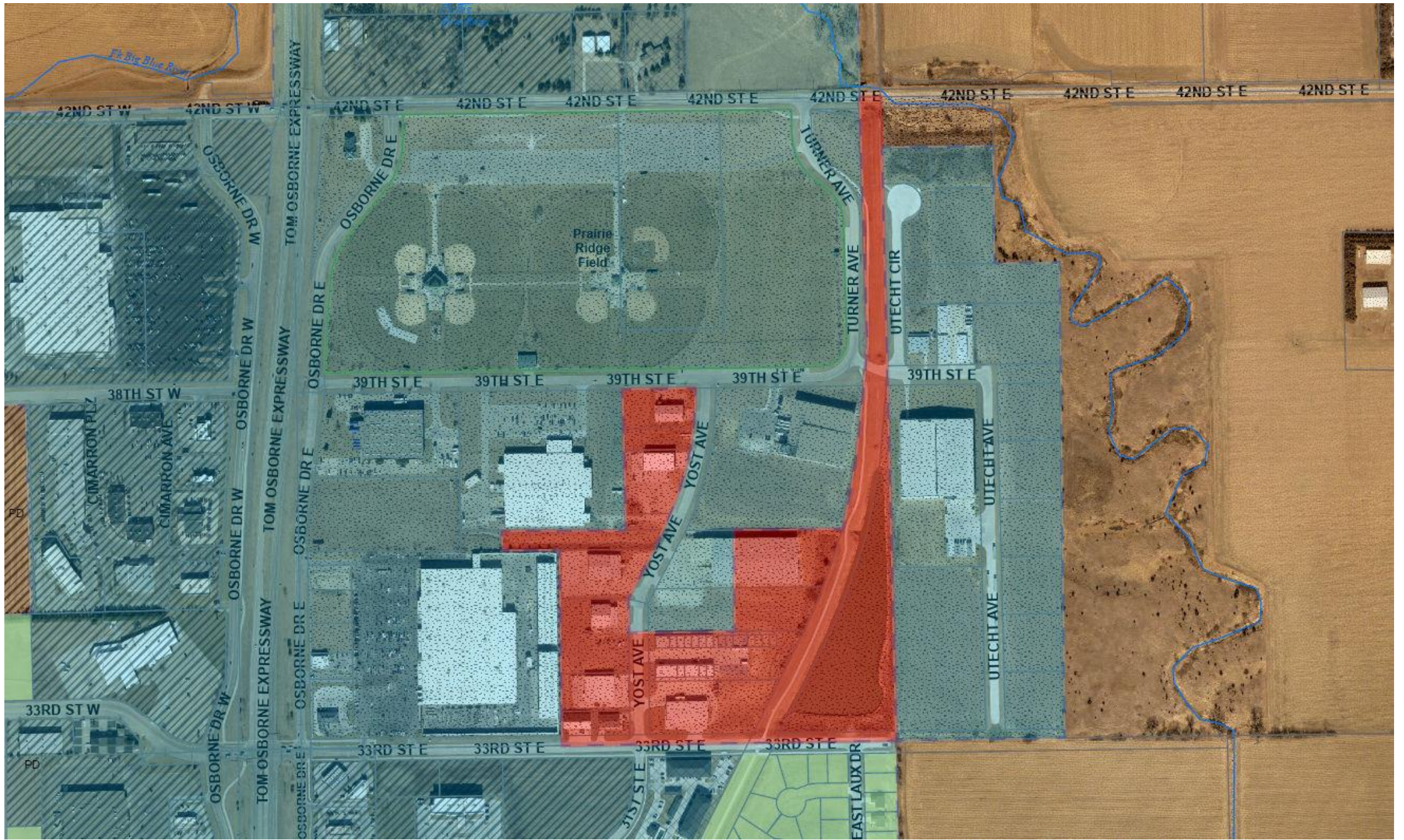
The Planning Commission recommends that **Area #1 be annexed** into the City limits.



Area #2

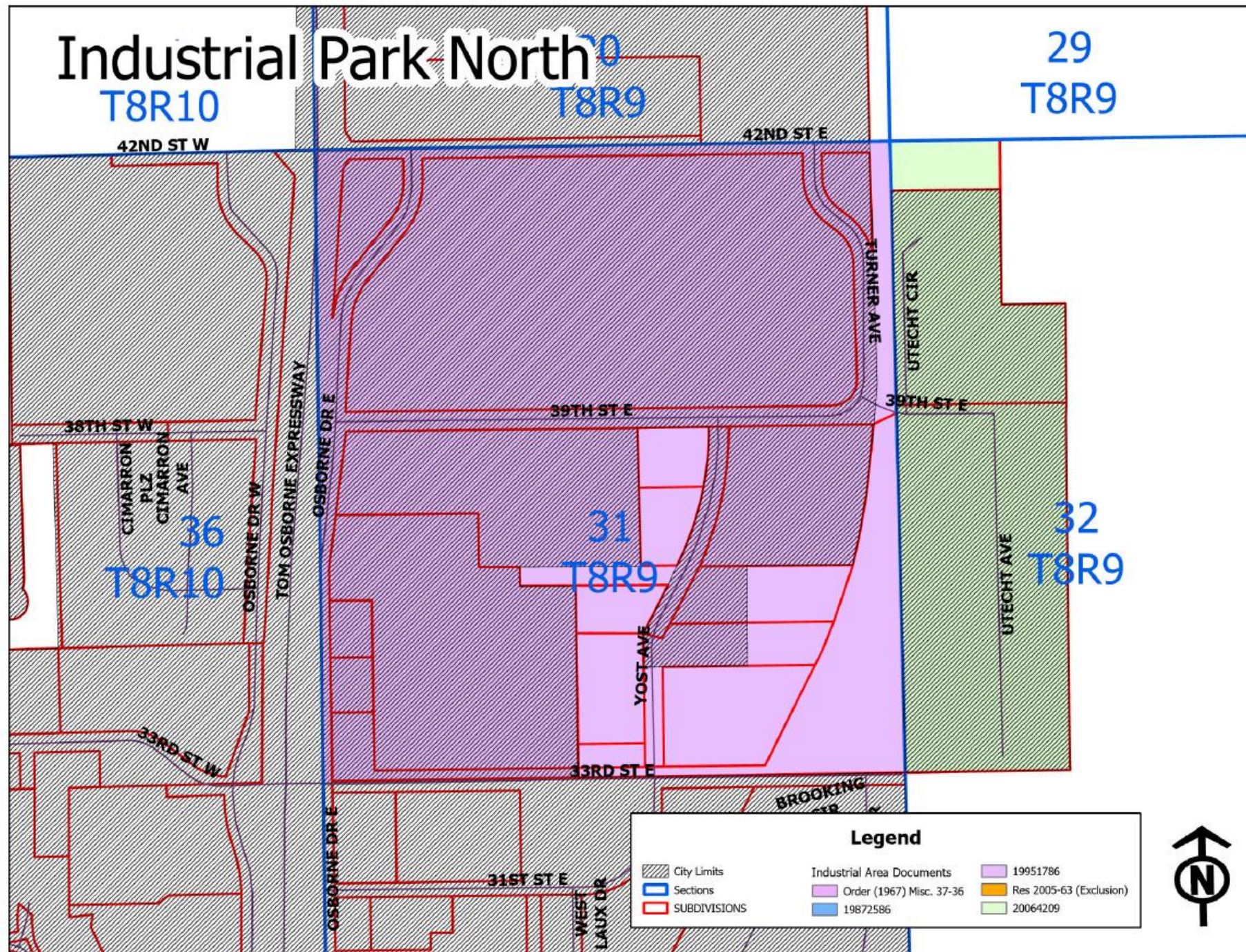
Industrial Park North





Industrial Park North

T8R10



Planning Commission Recommendation:

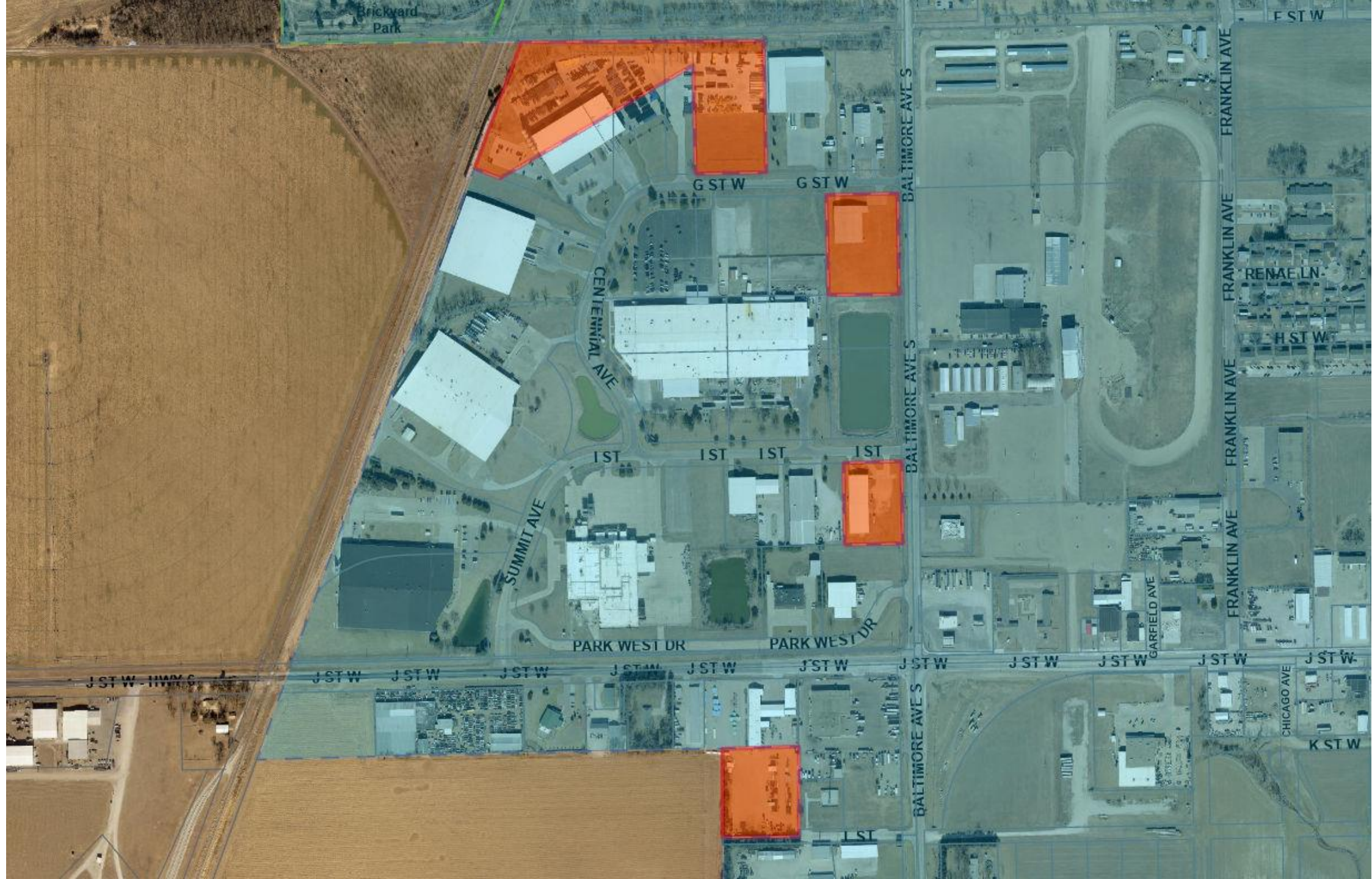
- This area was intended to be annexed, as detailed in the agreement created before the County Industrial Area designation
- Had the conditions of the 2006 agreement continued, most of the land in this annexation area would be annexed in some manner.
- The agreement envisioned that this area be annexed by 2023

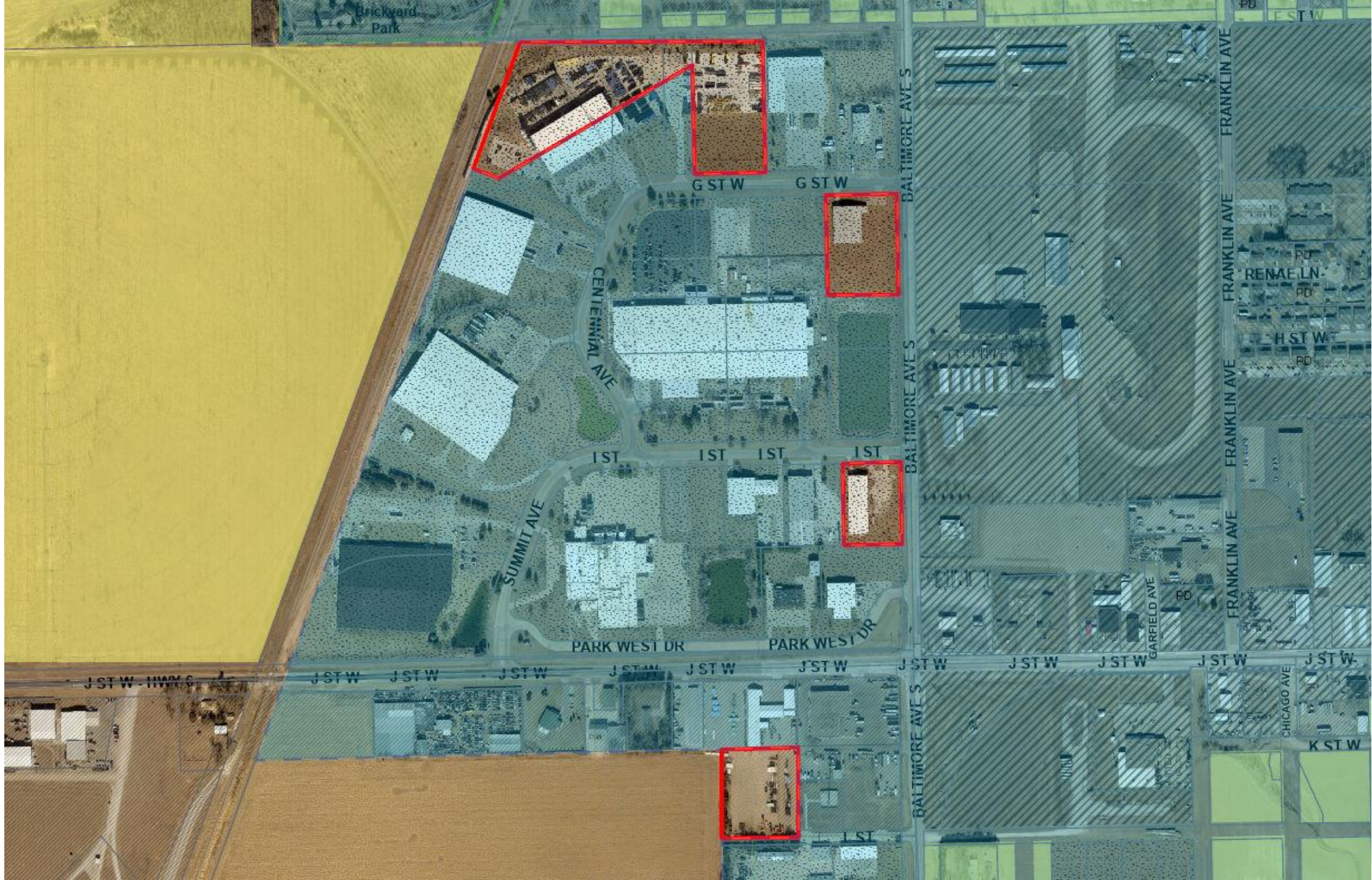
Planning Commission recommends that **Area #2 be annexed** into the City limits

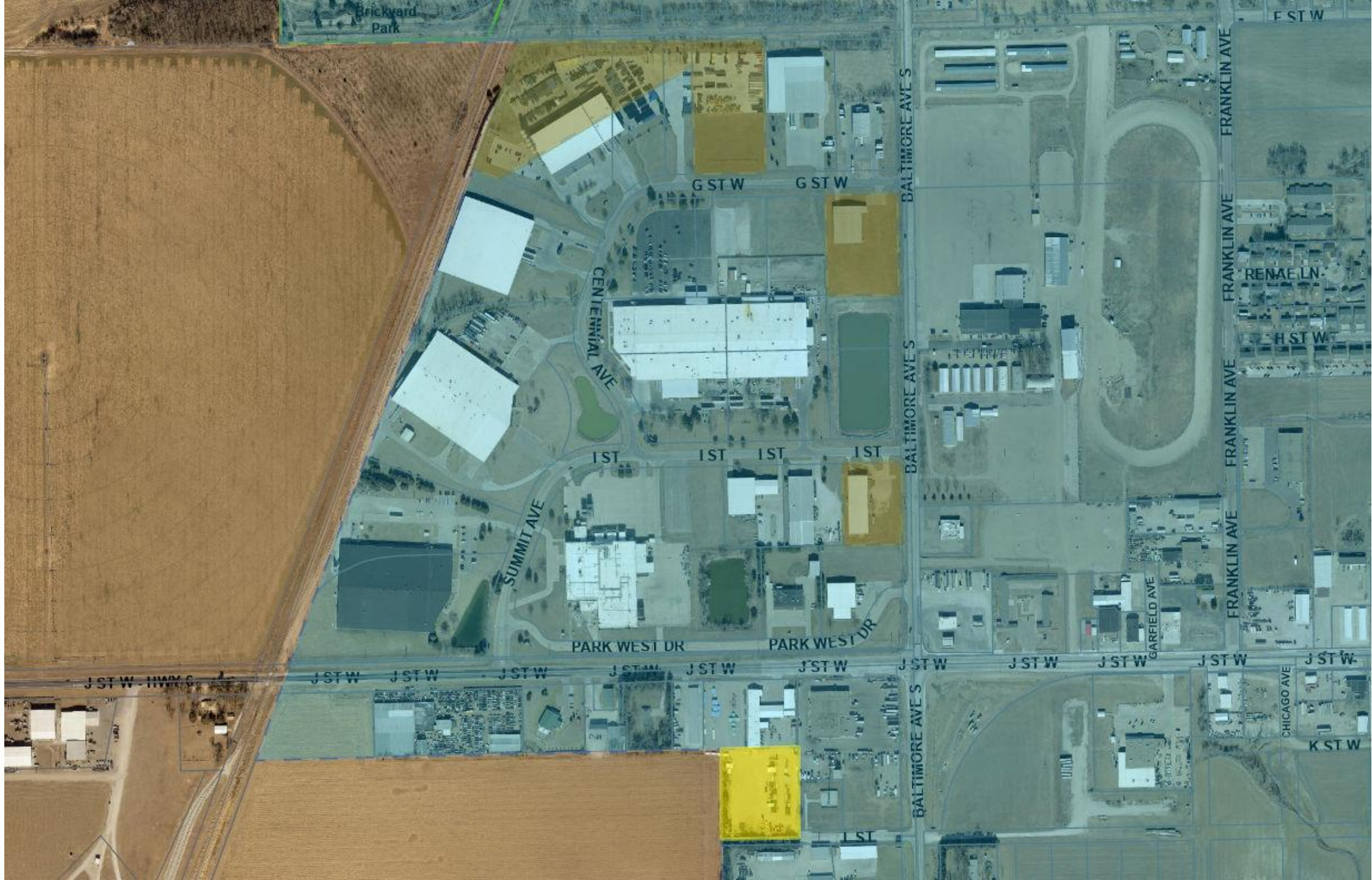


Area #3

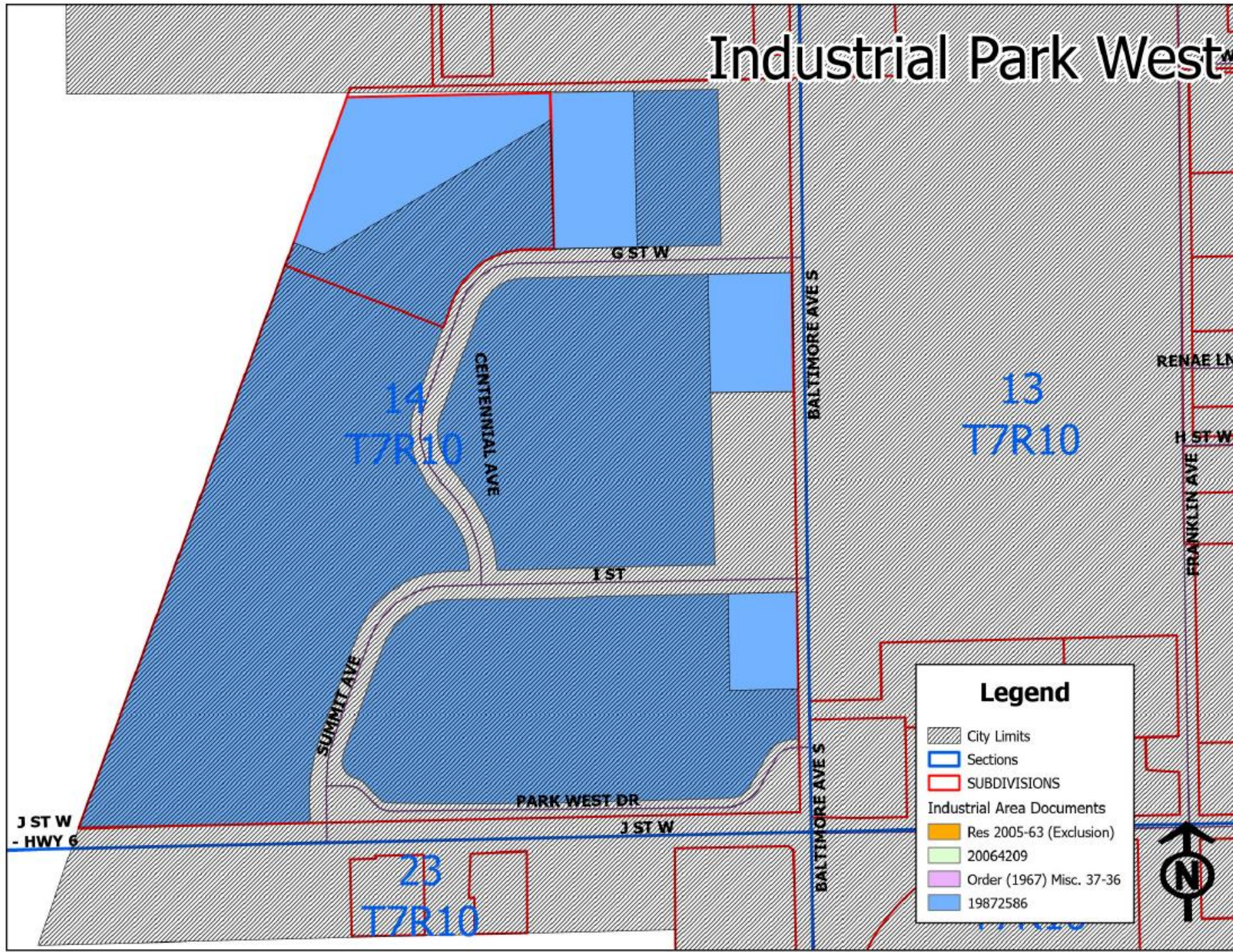
Industrial Park West Area







Industrial Park West



Planning Commission Recommendation:

- This area was intended to be annexed, as detailed in the agreement created before the County Industrial Area designation
- Had the conditions of the 1987 agreement continued, most of the land in this annexation area would be annexed in some manner.

Planning Commission recommends that **Area #3 be annexed** into the City limits



RESOLUTION NO. 2023-42

WHEREAS, the Hastings City Council is considering the annexation to the City of Hastings certain land described herein; and

WHEREAS, Neb. Rev. Stat. 16-117 requires that the City Council adopt a resolution stating that the City is considering the annexation of such lands; and

WHEREAS, said statute also requires that the City prepare and adopt a plan for extension of City services to the land considered for annexation; and

WHEREAS, said Plan has now been prepared, and it has been reviewed by the Hastings City Council.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hastings, Nebraska, as follows:

- 1) That the Hastings City Council is considering the annexation of certain land to the City of Hastings generally located in the area of East 26th Street and North 2nd Avenue, and the description of such land is shown as follows:
 - 655 EAST 26TH STREET: PART OF THE SOUTH FRACTIONAL HALF OF SECTION 21, TOWNSHIP 8 NORTH RANGE 9 WEST OF THE 6TH P.M., ADAMS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 31, RUNNING THENCE NORTH 54 RODS ON THE EAST LINE OF SAID SECTION, THENCE WEST 44 ½ RODS, THENCE SOUTH 54 RODS, THENCE EAST ON THE SOUTH LINE OF SAID SECTION, 44 ½ RODS TO THE POINT OF BEGINNING, EXCEPT THE SOUTH 41.25 FEET OF SAID TRACT CONVEYED TO ADAMS COUNTY FOR ROAD AND SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD; AND, LOT THREE (3), VALENTINE SUBDIVISION TO THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA.
 - 705 EAST 26TH STREET: LOT TWO (2), VALENTINE SUBDIVISION TO THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA.
 - 765 EAST 26TH STREET: LOT ONE (1), VALENTINE SUBDIVISION TO

THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA.

- 2420 NORTH 2ND AVENUE: THE NORTH NINE HUNDRED NINETY (N 990) FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE $\frac{1}{4}$ NW $\frac{1}{4}$) OF SECTION FIVE (5), TOWNSHIP SEVEN (7) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M., ADAMS COUNTY, NEBRASKA, EXCEPT THE NORTH 41.25 FEET THEREOF AND EXCEPT THE WEST 33 FEET THEREOF.
- 2150 NORTH 2ND AVENUE: THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, EXCEPTING 33 FEET RESERVED FOR HIGHWAY PURPOSES ON THE WEST SIDE THEREOF; AND
THE EAST 132 FEET MORE OR LESS OF THE SOUTH 330 FEET OF THE NORTHEAST QUARTER OF SAID NORTHWEST QUARTER, ALL IN SECTION 5, TOWNSHIP 7 NORTH, RANGE 9 WEST ON THE 6TH P.M., ALL IN THE CITY OF HASTINGS, ADAMS COUNTY NEBRASKA.
- 2020 NORTH 2ND AVENUE: THE SOUTH $\frac{1}{2}$ OF THE NORTH $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 5, IN TOWNSHIP 7 NORTH, RANGE 9, WEST OF THE 6TH P.M., ADAMS COUNTY, NEBRASKA; EXCEPT THE WEST 33 FEET THEREOF, SUBJECT TO AN EASEMENT CREATED BY A DEED RECORDED IN BOOK 155 PAGE 445 OF THE DEED RECORDS OF ADAM COUNTY, NEBRASKA GRANTING AN EASEMENT FOR ROADWAY OVER THE NORTH 15 FEET OF SAID PROPERTY.
- TRACT OF LAND APPROXIMATELY 2,400 FEET SOUTH OF THE INTERSECTION OF EAST 26TH STREET AND NORTH 2ND AVENUE ON THE EAST SIDE OF NORTH 2ND AVENUE:
THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (S $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$) OF SECTION FIVE (5), TOWNSHIP SEVEN (7) NORTH, RANGE NINE (9), WEST OF THE 6TH P.M., ADAMS COUNTY, NEBRASKA, EXCEPT STUTHEIT SUBDIVISION AND HOHLEN'S ADDITION TO THE CITY OF HASTINGS; AND

NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (N $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$) OF SECTION FIVE, TOWNSHIP SEVEN (7) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M., ADAMS COUNTY, NEBRASKA, EXCEPT THAT PORTION DEEDED TO UNION PACIFIC RAILROAD COMPANY BY THE INSTRUMENT FILED MARCH 14, 1991, AS INSTRUMENT NO. 910761.

- TRACT OF LAND APPROXIMATELY 1,400 FEET EAST OF THE INTERSECTION OF NORTH ELM AVENUE AND EAST 14TH STREET, TO BE PART OF THE PARKVIEW CEMETERY: THE SOUTH $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 5, TOWNSHIP 7 NORTH, RANGE 9 WEST OF THE 6TH P.M. IN ADAMS COUNTY, NEBRASKA, ACCORDING TO THE GOVERNMENT SURVEY THEREOF; EXCEPT THAT PORTION CONVEYED BY DEED AT BOOK 181 AT PAGE 163, DESCRIBED AS FOLLOWS: WEST 935 FEET OF THE SOUTH 14 FEET OF THE SOUTH $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 6, TOWNSHIP 7 NORTH, RANGE 9 WEST OF THE 6TH P.M. IN ADAMS COUNTY, NEBRASKA.
- THIS AREA WILL ALSO INCLUDE THE APPROPRIATE PORTION OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY.

- 2) That the Hastings City Council is considering the annexation of certain land to the City of Hastings generally located in the area of the Industrial Park North, and the description of such land is shown as follows:

A TRACT OF LAND LOCATED IN NORTH HALF OF FRACTIONAL SECTION 31, TOWNSHIP 8 NORTH, RANGE 9 WEST OF THE 6TH P.M., ADAMS COUNTY, NEBRASKA AND INDUSTRIAL PARK NORTH SUBDIVISION, INDUSTRIAL PARK NORTH SUBDIVISION NUMBER THREE, INDUSTRIAL PARK NORTH SUBDIVISION NUMBER SIX, INDUSTRIAL PARK NORTH SUBDIVISION NUMBER NINE, INDUSTRIAL PARK NORTH SUBDIVISION NUMBER TEN, HEDC INDUSTRIAL PARK SECOND SUBDIVISION, HEDC INDUSTRIAL PARK THIRD SUBDIVISION, AND KORB SUBDIVISION, ADAMS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTH HALF OF FRACTIONAL SECTION 31, TOWNSHIP 8 NORTH, RANGE 9 WEST OF THE 6TH P.M., IN THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA: THIS BEING THE POINT OF BEGINNING; THENCE N89°59'29"W, ON THE SOUTH LINE OF SAID NORTH HALF OF FRACTIONAL SECTION 31, A DISTANCE OF 1371.67 FEET TO THE SOUTHWEST CORNER OF KORB SUBDIVISION; THENCE N00°05'48"W, ON THE WEST LINE OF SAID KORB SUBDIVISION, ALSO BEING THE WEST LINE OF INDUSTRIAL PARK NORTH SUBDIVISION NUMBER TEN AND THE WEST LINE OF INDUSTRIAL PARK NORTH SUBDIVISION NUMBER SIX, A DISTANCE OF 802.25 FEET TO THE NORTHWEST CORNER OF LOT 2, BLOCK 1 OF SAID INDUSTRIAL PARK NORTH SUBDIVISION NUMBER SIX; THENCE N89°32'24"W, ON THE NORTH LINE OF MENARD-BOYD ADDITION, A DISTANCE OF 229.97 FEET; THENCE N00°08'36"W, ON THE EAST LINE OF SAID MENARD-BOYD ADDITION, A DISTANCE OF 79.95 FEET TO THE SOUTH LINE OF BLOCK 1 INDUSTRIAL PARK NORTH SUBDIVISION; THENCE S89°32'24"E, ON THE SOUTH LINE OF SAID BLOC 1 OF INDUSTRIAL PARK NORTH SUBDIVISION, A DISTANCE OF 504.78 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF HEDC INDUSTRIAL PARK THIRD SUBDIVISION; THENCE N00°11'29"E, ON THE WEST LINE OF SAID HEDC INDUSTRIAL PARK THIRD SUBDIVISION AND HEDC INDUSTRIAL PARK SECOND SUBDIVISION, A DISTANCE OF 577.94 FEET TO THE SOUTH LINE OF 39TH STREET; THENCE N90°00'00"E, ON THE SOUTH LINE OF SAID 39TH STREET, A DISTANCE OF 378.94 FEET TO THE EAST LINE OF YOST AVENUE AND THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1331.20 FEET; THENCE SOUTHWESTERLY ON THE EAST LINE OF SAID YOST AVENUE AND SAID CURVE, A DISTANCE OF 651.49 FEET; THENCE S28°00'00"W, ON THE EAST LINE OF SAID YOST AVENUE, A DISTANCE 287.17 FEET; THENCE S00°05'48"W, ON THE EAST LINE OF SAID YOST AVENUE, A DISTANCE OF 119.00 FEET; THENCE S89°44'55"E, A DISTANCE OF 355.12 FEET; THENCE N00°15'10"E, A DISTANCE OF 420.02 FEET ; THENCE S89°44'55"E, ON THE NORTH LINE OF LOT 1, BLOCK 1, INDUSTRIAL PARK NORTH SUBDIVISION NUMBER THREE, A DISTANCE OF 444.87 FEET TO THE WEST LINE OF THE FORMER UNION PACIFIC RAILROAD AND BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 2814.79 FEET.; THENCE NORTHERLY ON SAID CURVE, THE CHORD OF WHICH BEARS N11°21'39"E, AN ARC DISTANCE OF 594.78 FEET TO THE SOUTH LINE OF 39TH STREET; THENCE CONTINUING ON THE WEST LINE OF THE FORMER UNION PACIFIC RAILROAD AND SAID CURVE, THE CHORD OF WHICH BEARS N02°24'52"E, AN ARCH DISTANCE OF 284.21 FEET; THENCE N00°28'41"W ON THE WEST LINE OF SAID RAILROAD, A DISTANCE OF 903.36 FEET TO THE CENTERLINE OF 42ND STREET; THENCE N89°57'39"E, ON SAID CENTERLINE OF 42ND STREET, A

DISTANCE OF 86.71 FEET TO THE EAST LINE OF SAID SECTION 31;
THENCE S00°35'37"E, ON SAID EAST LINE, A DISTANCE OF 2646.66 FEET
TO THE POINT OF BEGINNING.

- 3) That the Hastings City Council is considering the annexation of certain land to the City of Hastings generally located in the area of the Industrial Park West, and the description of such land is shown as follows:

A TRACT OF LAND LOCATED IN CENTENNIAL SUBDIVISION, ADAMS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 2, CENTENNIAL SUBDIVISION, SAID CORNER ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF CENTENNIAL AVENUE; THENCE N45°34'16"W (ASSUMED BEARING) ON THE SOUTHERLY LINE OF SAID LOT 2, A DISTANCE OF 163.48 FEET; THENCE N69°00'00"W, ON SAID SOUTHERLY LINE, A DISTANCE OF 330.19 FEET TO A POINT BEING THE EXISTING CORPORATION CORNER AND THE POINT OF BEGINNING; THENCE CONTINUING N69°00'00"W ON SAID SOUTHERLY LINE, A DISTANCE OF 119.81 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE N21°00'00"E, ON THE WESTERLY LINE OF SAID LOT 2, A DISTANCE OF 552.96 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE N89°38'50"E, ON THE NORTH LINE OF SAID LOT 2 AND THE NORTH LINE OF LOT 1, CENTENNIAL SUBDIVISION, A DISTANCE OF 734.42 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE S00°21'00"E, ON THE EAST LINE OF SAID LOT 1, A DISTANCE OF 95.01 FEET TO A POINT BEING THE EXISTING CORPORATION LINE; THENCE S60°17'18"W, ON SAID CORPORATION LINE, A DISTANCE OF 945.62 FET TO THE POINT OF BEGINNING.

AND

LOT FOUR (4) AND EAST FIFTY FEET (50') OF LOT FIVE (5), BLOCK TWO (2), HASTINGS INDUSTRIAL PARK WEST SUBDIVISION, SECTION FOURTEEN (14), TOWNSHIP SEVEN (7) NORTH, RANGE TEN (10) WEST, ADAMS COUNTY, NEBRASKA.

AND

LOT SEVEN (7), BLOCK ONE (1), HASTINGS INDUSTRIAL PARK WEST, ADAMS COUNTY, NEBRASKA.

AND

A TRACT OF LAND LOCATED IN NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 10 WEST OF THE 6TH P.M., ADAMS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING 493.00 FEET WEST OF THE NORTHEAST CORNER OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 10 WEST OF THE 6TH P.M. IN THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA AND 333.0 FEET SOUTH PARALLEL WITH THE EAST LINE OF SAID SECTION, BEING ON THE WEST LINE OF BECKER 2ND SUBDIVISION TO A POINT BEING THE NORTHWEST CORNER OF THE CORPORATION LINE; THENCE SOUTH ON SAID CORPORATION LINE BEING THE WEST LINE OF BECKER 2ND SUBDIVISION AND BECKER SUBDIVISION A DISTANCE OF 379.50 FEET TO THE SOUTHWEST CORNER OF BECKER SUBDIVISION AND THE POINT OF THE CORPORATION LINE; THEN WEST ON THE CORPORATION LINE A DISTANCE OF 305.00 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID BECKER 2ND SUB AND BECKER SUB, A DISTANCE OF 379.50 TO A POINT ON THE CORPORATION LINE; THENCE EAST ON SAID CORPORATION LINE A DISTANCE OF 305.00 FEET TO THE POINT OF BEGINNING.

- 4) A public hearing on the questions of this annexation is hereby scheduled for January 22, 2023, at 5:30 p.m. at the Hastings Municipal Airport, 3300 W. 12th Street, Hastings, Nebraska 68901.
- 5) A Plan of the City of Hastings for extension of City services to the land proposed for annexation is available for inspection during regular business hours in the Office of City Clerk, 2727 W. 2nd Street, Ste. 424, Hastings, Nebraska 68901.
- 6) The Plan described hereinabove has been reviewed by the Mayor and City Council and is hereby approved.
- 7) The Hastings City Clerk shall cause a copy of this Resolution and a copy of the map drawn to scale delineating the land proposed for annexation, which map is attached to the above-described Plan, to be published in the Hastings Tribune at least one time, not less than ten days prior to the date of the public meeting.
- 8) Further information regarding the annexation can be obtained by contacting the Development Services Director by phone at (402) 461-2368 or by email at cbunger@cityofhastings.org.
- 9) The Hastings City Clerk shall cause a copy of this Resolution to be sent by first class mail to the school board of any school district in the land proposed for annexation.

PASSED AND APPROVED this 11th day of December, 2023.

Corey Stutte, Mayor

ATTEST:

Kimberly Jacobitz, City Clerk

Approved as to form:

Jesse Oswald, City Attorney

Adams County Board of Commissioners
Meeting Minutes
Tuesday, December 19, 2023 at 9:30 am
Courthouse, Adams County

A regular meeting of the Adams County Board of Commissioners was held with Chairman Lee Hogan presiding.

Motion by Johnson, seconded by Stromer that this is an open public meeting of the Adams County Board of Commissioners. **Roll Call, Ayes:** Stromer, Larsen, Hogan, Johnson, Reams, Neumann, Patterson
Nays: None **Absent:** None

Public notice of this meeting, including the public hearing, has been given by publication in the Hastings Tribune and by posting. The agenda was available to the board members and was kept continuously current and posted in the County Clerk's office, the main courthouse lobby and the Adams County website. The following is the agenda of items to be heard, no modifications were made to the agenda after 9:30 a.m. the business day prior to this meeting.

Agenda for Meeting
of Adams County Board of Commissioners
County Board Room, Courthouse, 2nd Floor

* Date of Meeting, December 19, 2023 at 9:30 A.M.

Chairman to request a motion that this is an open public meeting of the Adams County Board of Commissioners
Announce location of Agenda & Open Meetings Law postings

Reminder to turn off all cell phones

Pledge of Allegiance

Conflicts of Interest

Roll call:

Committee Reports:

Approval of consent agenda items:

- Minutes from previous meeting
- Claims
- Monthly Report of Single Bank Pooled Collateral
- Recognize disbursement of HRA funds from the Healthcare Fund (1275) for First Concord for deductible buydown
- Miscellaneous Receipts
- Officer Reports
- Estimated Gross Payroll for pay period ending 12/29/2023; \$843,180.17

Receive Comments from the Public:

9:35 am – Chad Bunger - discuss and possible action on the annexation of land in the Industrial Park West and Industrial Park North area

9:45am – Katie Kulhanek – present for action the Interlocal Agreement for Adams County and the Community Based Aid grant for submission

10:00 – Board of Equalization – Virginia Long – Present for possible approval, motor vehicle tax exemption applications for:

Platte Valey Youth for Christ,	Hastings Catholic Schools
South Central Behavioral Services	RYDE
Crossroads	Hastings College
Good Samaritan Society	Goodwill Industries
Mary Lanning	The Bridge
Head Start	Peace Lutheran Church
Salvation Army	North Shore Church
United Methodist Church	Faith Lutheran Church

Ron Seymour – Present for possible approval, the appointment of the following individuals to the Adams County Extension Board:

Megan Rathje
Ashley McCarter
Michele Burnham
Robin Stroot

Greg Schmidt - review and possible approval of bids for two (2) fully equipped dump trucks

Ramona Thomas – Request review and approval of the 2024 board meeting calendar

This agenda is subject to amending until 9:30 AM on the Monday preceding the Board meeting.

Note to Citizens: Any agenda item may be moved down at any time at the discretion of the Chairman of the Board of Commissioners.

Last updated on December 15, 2023 at 2:22 pm

For non-English speaking attendees wishing to arrange for a sign language or foreign language interpreter, please call or fax the County Attorney's office at Phone: 402-461-7240 or Fax: 402 461-7241. For hearing-impaired individuals or individuals with other special needs call or fax the County Clerk's Office at Phone: 402 461-7107, or TTY: 402 461-7166 or Fax: 402-461-7185. When requesting an interpreter or services for the hearing impaired, please provide at least forty-eight (48) hours advance notice to allow time for making the accommodations.

The Board reserves the right to go into executive session if such session is clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual.

The Pledge of Allegiance was performed

Roll call was taken: Commissioners present were; Michael Stromer – District 1, Glen Larsen – District 2, Lee Hogan – District 3, Harold Johnson – District 4, Tim Reams – District 5, Chuck Neumann – District 6, Joe Patterson – District 7

Chairman Hogan inquired if there were any conflicts of interest with today's agenda.

Commissioner Patterson stated he is leasing or ultimately purchasing a property in the areas to be discussed for removal from industrial designation. If the areas are voted on as a whole Patterson stated he would be abstaining from voting, if the properties are considered separately, he will abstain from voting on the area in which his property is present.

Commissioners attended the following committee meetings and community events and provide a brief report:

Neumann –	December 7, 2023 – Attended a Midland Area Agency on Aging meeting December 12, 2023 – Attended a combined services meeting December 19, 2023 – Attended an Adams County Safety Committee meeting
Reams –	December 5, 2023 – Attended a meeting regarding ambulance service with City of Hastings and rural fire department representatives December 12, 2023 – Attended and ASAAP board meeting December 12, 2023 – Attended a library board meeting December 13 – 15, 2023 – Attended the annual statewide NACO meeting December 19, 2023 – Attended an Adams County Safety Committee meeting
Larsen -	(date not provided) Attended an Adams County Roads Committee meeting Received a phone call from an Adams County resident regarding road conditions
Johnson -	December 12, 2023 – Attended an Adams County Fair Board meeting December 13 – 15, 2023 – Attended the annual statewide NACO meetings

Hogan - December 5, 2023 – Attended a meeting regarding ambulance service with City of Hastings and rural fire department representatives
December 7, 2023 – Attended a Midland Area Agency on Aging meeting
December 12, 2023 – Attended a combined services meeting
December 13 – 15, 2023 – Attended the annual statewide NACO meetings

Chairman Neumann opened the meeting to receive comments from the public.

Adams County Highway Superintendent, Greg Schmidt, informed the board that last week it was announced that the state bridge match program will include a bridge on Marian Road. The program will cover 55% of construction costs.

Doran Haussler of 1532 Highland Drive, spoke regarding the agenda item relating to the release of properties from industrial designation in order for the City of Hastings to potential annex those properties. Haussler stated the agreement is between the county, city and property owners.

No additional public comments were made and public comment was closed.

Chairman Hogan requested a motion to approve all consent agenda items.

Motion by Patterson, seconded by Stromer to approval all consent agenda items. **Roll Call, Ayes:** Stromer, Larsen, Hogan, Johnson, Reams, Neumann, Patterson **Nays:** None **Absent:** None

Chad Bunger with the City of Hastings requested the Adams County Board release land in the Industrial Park West and Industrial Park North per an agreement between the city and county passed in 2015.

Staff Memorandum



To: Adams County Board of Commissioners

From: Chad Bunger, AICP, CFM Director of Development Services

Date: December 12, 2023

Meeting Date: December 19, 2023

Re: Agreement to annex two County Industrial Areas into the Hastings City Limits:

- Land within Industrial Park North
- Land within Industrial Park West

Background

Section 2-606 of the City Code of Ordinance requires that the Planning Commission review areas eligible for unilateral annexation every three years, as well as county industrial areas every two years. 2023 is the year to conduct both of these reviews. This process began on May 16, 2023, when the Planning Commission held a work session to discuss the annexation review topic and give direction on areas that the City staff should consider. At that work session, City staff identified 42 separate properties within four areas of the City to be considered for this round of reviews. The four areas are areas: along E. 26th Street and N. 2nd Avenue, the Industrial Park West Area, Industrial Park North, and the east industrial area along U.S. Highway 6, and Showboat Boulevard.

the consideration of annexation.

Also, during that research, it was confirmed that the properties in the Industrial Park North and Industrial Park West were designated as County Industrial Areas. However, agreements between the County, City, Hastings Economic Development Corporation, and property owners were created for these subdivisions defining when and how these properties served by City infrastructure and services and would be annexed into the City limits.

Details of the properties considered for annexation and the agreements created at the time these two areas were designated as County Industrial Areas are below. The agreements are attached.

City staff, on behalf of the Mayor and City Council, is seeking concurrence that these areas should be annexed into the City, per the previous agreements.

The City Council passed Resolution Number 2023-42 on December 11, 2023, to set the public hearing dates to officially consider the annexation of these areas for January 22, 2024.

It should be noted that the City is also considering annexing properties into the City limits that are not designated as County Industrial Areas. These areas include 8 properties along E. 26th Street and N. 2nd Avenue and an industrial property off L Street. Because these properties are not part of County Industrial Areas, they are not part of the discussion today. The public hearing to consider annexing the area along E. 26th Street and N. 2nd Avenue is also on January 22, 2023

Property Descriptions

The two areas for consideration are described below.

Industrial Park North

The Industrial Park North area includes eleven properties. One property at 3302 Yost Avenue is several buildings that have been divided by a condominium association. This one property has 15 separate owners within the condominium association. The City owns two parcels in this area, 3305 Yost Avenue, where Fleet Maintenance and the Development Services offices are located and the detention pond and trail, on the east edge of the subdivision.

In 2006, this area was designated as a County Industrial Area. As part of this designation, an agreement between the City, County, the Hastings Economic Development Corporation (HEDC), and property owners outlined when a property within this area could be annexed into the City (See attached agreement). This agreement states:

- (A) No public roads, roadways, easements for roads, or other public rights of way shall be deemed to be within the boundaries of the County Industrial Area.
- (B) The real estate shall be subject to annexation in five annual increments, the first of which shall be eligible for annexation after the earlier of ten years after the development of the property or seventeen (17) years from the date of this order. If the annexation meets statutory criteria, annexation shall thereafter be accomplished as follows:

- (i) In each of the five years, the City may annex 20% of the total value of the land and improvements within the County Industrial Area.
- (ii) The value of each increment shall be determined by dividing the total value of the land and improvements within the County Industrial Area by five.
- (iii) A metes and bounds survey shall be prepared for the purpose of physically describing each increment.

- (iv) During the month of January in each year during which an increment is to be annexed, the County Board shall release the parcel from the County Industrial Area.
- (C) The ability of the City to annex the tract shall apply to the entire tract included within the County Industrial Area, and no part of the tract shall be excepted from the City's right to annex.
- (D) Upon annexation of each increment, said increment shall be considered one tax district within the City; the remaining parcels not yet annexed shall be considered as another separate tax district outside of the City.
- (E) Upon the initial annexation of any increment of the tract, the City will provide police and the protection to the entire County Industrial Area.

In 2015, it was determined by Adams County that the incremental annexation was inappropriate. The subsequent annexation of this area stopped. Item (B) of the agreement statement above

- (A) That the named real estate owner's land, buildings and appurtenances affixed thereto, shall not be subject to annexation by the City of Hastings until ten (10) years passes from the date the respective facilities start operating.
- (B) That after the above-mentioned time period expires, the City may then begin incremental annexation subject to the following terms and conditions:
- (1) Over a period of five (5) years the City may annex, in equal installments, the total value of the named property owner's real property. The value of each of the five (5) year's installments shall be determined by taking the total value prior to any annexation and dividing it by five (5). Each one fifth (1/5) value shall then be converted into lineal feet of the property owner's land and annexed each respective year.

Most of the properties were annexed, per the terms of the agreement. However, in 2015, the annexation of these remaining properties stopped because the County determined that how the properties were being incrementally annexed and assessed City taxes was inappropriate.

All three properties are served by the City utility services and streets or have access to public utilities.

Individual Site Sheets are provided as an attachment to the Extension of Service Plan providing detailed site information and staff recommendations.

Extension of Service Plan

Nebraska Revised Statute 16-117(4) requires an Extension of Service Plan be created when every City Council is considering annexing adjacent land into the City limits in situations; other than the property requesting the annexation. "The plan shall (a) state the estimated cost impact of providing the services to such land, (b) state the method by which the city plans to finance the extension of services to the land and how any services already provided to the land will be maintained, (c) include a timetable for extending services to the land proposed for annexation, and (d) include a map drawn to scale clearly delineating the land proposed for annexation, the current boundaries of the city, the proposed boundaries of the city after the annexation, and the general land-use pattern in the land proposed for annexation.

The City's Extension of Service Plan for these properties is attached. Generally speaking, public utilities are all present to serve these sites. The size and location of these public services do not necessitate the City extending new services or enlarging the utility mains to provide services to the existing uses in these areas.

Similarly, the existing roadways provide adequate access to the properties in these areas at comparable levels of roadway services to other areas of the City of Hastings.

Finally, the Hastings Fire Department or Hastings Police Department will not be required to hire new personnel, purchase new equipment, or build new facilities to maintain their level of service to these areas, if annexed.

Staff Recommendation

Industrial Park North

All of the properties in this area are connected to public utilities and gain access from City-maintained streets.

This area was intended to be annexed into the City, as detailed in the agreement created before the area was designated as a County Industrial Area. Had the incremental annexation process not been stopped in 2015, most of these properties would have been annexed into the City in some manner. Additionally, The 2015 agreement intended for the area to be annexed by 2023 if development on the sites did not occur.

Considering these factors, City Staff is recommending that **Industrial Park North area be annexed** into the City limits.

Industrial Park West

All of the properties in this area gain access from a City-maintained street. The properties in the Industrial Park West are all connected to public utilities. These properties were intended to be annexed into the City, per the agreement created when the area was designated as a County Industrial Area. Had the incremental annexation of the area not been halted in 2015, these properties would have already been annexed based on the age of the development on each property.

Considering these factors, City Staff recommends that **Industrial Park West area be annexed** into the City limits.

Motion by Neumann, seconded by Stromer to remove Industrial Park North and Industrial Park West from the County Industrial Area per the agreement. **Roll Call, Ayes:** Stromer, Larsen, Hogan, Johnson, Reams, Neumann **Nays:** None **Absent:** None **Abstaining:** Patterson

Katie Kulhanek, Program Director with the Diversion of South Central Nebraska Office, requested approval of an MOU between the diversion program and Adams County, for Adams County to continue serving as the fiscal agent of the program and approval of the grant award.

Motion by Neumann, seconded by Reams to approve the chairman signing the MOU and grant award presented by Kulhanek for juvenile services. **Roll Call, Ayes:** Stromer, Larsen, Hogan, Johnson, Reams, Neumann, Patterson **Nays:** None **Absent:** None

MEMORANDUM OF UNDERSTANDING COMMUNITY-BASED JUVENILE SERVICES AID

Adams County is serving as the lead organization in the assessment, distribution, and evaluation of the Nebraska Community Based Juvenile Justice Aid funding from the Nebraska Crime Commission. It is the desire of the following counties: Adams, Clay, Fillmore, Franklin, Nuckolls, and Webster to continue this arrangement for the funding requested for 2024-2025.

On October 31, 2001, the original four counties (Adams, Clay, Nuckolls, and Webster) agreed that Clay County should be the lead county in this funding effort to work with juveniles from ages 12-18 who are already in the juvenile justice system. Assessments were made in 42 focus groups to develop the We CAN Juvenile Services Plan during the 2001-2002. Adams County then became the lead county in 2018-2019. The Comprehensive County Juvenile Services Plan has been approved with input from the Juvenile Justice Institute, as well as representatives from each of the nine counties from the 2021-2025 plan.

Virginia Long, Adams County Treasurer, serves as the fiscal agent. Katie Kulhanek, Project Director, coordinates the application, facilitates all program requests for funding from local non-profits, businesses, and individuals working with juveniles in the nine county region reports, and making contact with County Boards in each of the six counties as requested.

All quarterly and annual reports are submitted for the Nebraska Crime Commission through the NJJI. An audit of all reports is conducted annually by NCC. Award period is July 1, 2024- June 30, 2025.

This memorandum of understanding is to be signed by the County Board Chair in each of the counties in order for said county to be a part of this regional community based juvenile services grant, for both the CB and EB funding as requested by the Youth Task Force.

Highway Co-superintendent, Greg Schmidt, presented bids received for two new dump trucks. Schmidt is making the recommendation to purchase two trucks from Truck Center Companies for \$186,927.00 each.

Motion by Reams, seconded by Stromer to purchase two trucks from Truck Center Companies for \$186,927.00 each. **Roll Call, Ayes:** Stromer, Larsen, Hogan, Johnson, Reams, Neumann, Patterson **Nays:** None **Absent:** None

**DUMP TRUCK- FULLY EQUIPPED
BID LETTING
December 18, 2023
10:00 AM**

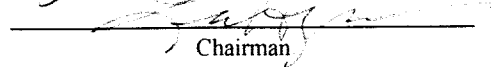
	Master Truck & Equip	Truck Center Companies
Make & Model	Kenworth T880S	Freightliner 108 SD
Year	2024	2025
Engine & Horsepower	PACCAR MX11 430HP	Cummins ISL 350 hp
Transmission	Allison 4500RDS	Allison 3000 RDS
Front Axle lbs	20,000 #	18,000#
Rear Axle lbs	40,000 #	40,000#
Contract		State Bid Contract #15621 OC
Total	\$317,825.00	\$186,927.00

Date Award: 12-19-2023

Attest:

To: TruckCenter Companies

Board of Supervisors:


County Clerk

Chairman

Low Bid: \$186,927 each truck

Adams County Clerk, Ramona Thomas, presented the 2024 board meeting calendar for approval.

Motion by Patterson, seconded by Larsen to approve the 2024 board calendar. **Roll Call, Ayes:** Stromer, Larsen, Hogan, Johnson, Reams, Neumann, Patterson **Nays:** None **Absent:** None

Meeting Dates	Claims Due by 3:00 p.m. on:	Payroll Requisitions Due By:	Board Agenda Closes & Agenda packet items to be submitted by:	Minutes to be published in paper by:
January 2, 2024	December 28, 2023		December 31, 2023 @ 5:00 pm	January 15, 2024
January 16, 2024	January 11, 2024	January 12, 2024	January 12, 2024 @ 5:00 pm	January 30, 2024
February 6, 2024	February 2, 2024		February 5, 2024 @ 9:30 am	February 19, 2024
February 20, 2024	February 15, 2024	February 16, 2024	February 16, 2024 @ 5:00 pm	March 4, 2024
March 5, 2024	March 1, 2024		March 4, 2024 @ 9:30 am	March 18, 2024
March 19, 2024	March 15, 2024	March 15, 2024	March 18, 2024 @ 9:30 am	April 1, 2024
April 2, 2024	March 29, 2024		April 1, 2024 @ 9:30 am	April 15, 2024
April 16, 2024	April 12, 2024	April 12, 2024	April 15, 2024 @ 9:30 am	May 1, 2024
May 7, 2024	May 3, 2024		May 6, 2024 @ 9:30 am	May 20, 2024
May 21, 2024	May 17, 2024	May 17, 2024	May 20, 2024 @ 9:30 am	June 3, 2024
June 4, 2024	May 31, 2024		June 3, 2024 @ 9:30 am	June 17, 2024
** June 18, 2024	June 12, 2024	June 10, 2024	June 17, 2024 @ 9:30 am	July 1, 2024
July 2, 2024	June 28, 2024		July 1, 2024 @ 9:30 am	July 15, 2024
July 16, 2024	July 12, 2024	July 12, 2024	July 15, 2024 @ 9:30 am	July 30, 2024
August 6, 2024	August 2, 2024		August 5, 2024 @ 9:30 am	August 19, 2024
August 20, 2024	August 16, 2024	August 16, 2024	August 19, 2024 @ 9:30 am	August 30, 2024
September 3, 2024	August 29, 2024		August 30, 2024 @ 5:00 pm	September 16, 2024
September 17, 2024	September 13, 2024	September 13, 2024	September 16, 2024 @ 9:30 am	September 30, 2024
October 1, 2024	September 27, 2024		September 30, 2024 @ 9:30 am	October 14, 2024
October 15, 2024	October 10, 2024	October 11, 2024	October 11, 2024 @ 5:00 pm	October 29, 2024
WEDNESDAY November 6, 2024	November 1, 2024		November 4, 2024 @ 9:30 am	November 18, 2024
November 12, 2024	November 15, 2024	November 15, 2024	November 12, 2024 @ 9:30 am	December 2, 2024

Adams County Extension Director, Ron Seymour, presented the following individuals to serve on the Adams County Extension Board: Megan Rathje (3 year term), Ashley McCarter (3 year term), Michele Burnham (1year term) and Robin Stroot (1 year term).

Motion by Patterson to approve Megan Rathje, Ashley McCarter, Michele Burnham and Robin Stroot to the Adams County Extension Board. **Roll Call, Ayes:** Stromer, Larsen, Hogan, Johnson, Reams, Neumann, Patterson **Nays:** None **Absent:** None

Motion by Neumann, seconded by Johnson to meet as a Board of Equalization to review and take action on motor vehicle tax exemption applications and tax list corrections. **Roll Call, Ayes:** Stromer, Larsen, Hogan, Johnson, Reams, Neumann, Patterson **Nays:** None **Absent:** None

Entered Board of Equalization at 10:01 am (see separate Board of Equalization minutes for 12/19/2023)

Motion by Stromer, seconded by Patterson to exit Board of Equalization and resume regular session. **Roll Call, Ayes:** Stromer, Larsen, Hogan, Johnson, Reams, Neumann, Patterson **Nays:** None **Absent:** None

Regular session resumed at 10:07 am.

The Board adjourned by unanimous consent.

COUNTY GENERAL

BLUE CROSS & BLUE SHIELD, HEALTH-ACCIDENT - COUNTY	2,869.25
BLUE CROSS & BLUE SHIELD, DENTAL INSURANCE	
BLUE CROSS & BLUE SHIELD, HEALTH-ACCIDENT - COUNTY	6,261.98
BLUE CROSS & BLUE SHIELD, DENTAL INSURANCE	238.04
BLUE CROSS & BLUE SHIELD, HEALTH-ACCIDENT - COUNTY	9,678.38
BLUE CROSS & BLUE SHIELD, DENTAL INSURANCE	27.29
BLUE CROSS & BLUE SHIELD, HEALTH-ACCIDENT - COUNTY	4,540.90
BLUE CROSS & BLUE SHIELD, DENTAL INSURANCE	
BLUE CROSS & BLUE SHIELD, HEALTH-ACCIDENT - COUNTY	6,376.68
BLUE CROSS & BLUE SHIELD, DENTAL INSURANCE	97.54
BLUE CROSS & BLUE SHIELD, HEALTH-ACCIDENT - COUNTY	
BLUE CROSS & BLUE SHIELD, DENTAL INSURANCE	27.29
BLUE CROSS & BLUE SHIELD, HEALTH-ACCIDENT - COUNTY	2,747.48
BLUE CROSS & BLUE SHIELD, DENTAL INSURANCE	
BLUE CROSS & BLUE SHIELD, HEALTH-ACCIDENT - COUNTY	6,799.60
BLUE CROSS & BLUE SHIELD, DENTAL INSURANCE	158.42
BLUE CROSS & BLUE SHIELD, HEALTH-ACCIDENT - COUNTY	954.06
BLUE CROSS & BLUE SHIELD, DENTAL INSURANCE	
BLUE CROSS & BLUE SHIELD, HEALTH-ACCIDENT - COUNTY	
BLUE CROSS & BLUE SHIELD, DENTAL INSURANCE	70.25
BLUE CROSS & BLUE SHIELD, HEALTH-ACCIDENT - COUNTY	3,521.57
BLUE CROSS & BLUE SHIELD, DENTAL INSURANCE	
BLUE CROSS & BLUE SHIELD, HEALTH-ACCIDENT - COUNTY	4,166.82
BLUE CROSS & BLUE SHIELD, DENTAL INSURANCE	97.54
BLUE CROSS & BLUE SHIELD, HEALTH-ACCIDENT - COUNTY	22,674.52
BLUE CROSS & BLUE SHIELD, DENTAL INSURANCE	441.67
BLUE CROSS & BLUE SHIELD, HEALTH-ACCIDENT - COUNTY	12,336.92
BLUE CROSS & BLUE SHIELD, DENTAL INSURANCE	158.42
BLUE CROSS & BLUE SHIELD, VICTIMS ASSISTANCE PROGRA	954.06
BLUE CROSS & BLUE SHIELD, HEALTH-ACCIDENT - COUNTY	29,890.56
BLUE CROSS & BLUE SHIELD, DENTAL INSURANCE	431.32
BLUE CROSS & BLUE SHIELD, HEALTH-ACCIDENT - COUNTY	954.06
BLUE CROSS & BLUE SHIELD, DENTAL INSURANCE	

DELTA DENTAL OF NEBRASKA,DENTAL INSURANCE	159.85
DELTA DENTAL OF NEBRASKA,DENTAL INSURANCE	58.45
DELTA DENTAL OF NEBRASKA,DENTAL INSURANCE	424.32
DELTA DENTAL OF NEBRASKA,DENTAL INSURANCE	326.42
DELTA DENTAL OF NEBRASKA,VICTIMS ASSISTANCE PROGRA	92.25
DELTA DENTAL OF NEBRASKA,DENTAL INSURANCE	836.93
DELTA DENTAL OF NEBRASKA,DENTAL INSURANCE	91.40
DELTA DENTAL OF NEBRASKA,DENTAL INSURANCE	33.80
DELTA DENTAL OF NEBRASKA,DENTAL INSURANCE	61.81
DELTA DENTAL OF NEBRASKA,DENTAL INSURANCE	101.54
HASTINGS TRIBUNE,PRINTING/PUBLISHING	256.22
EAKES OFFICE SOLUTIONS,PRINTING/PUBLISHING	338.55
US BANK,SUPPLIES-COPY	68.84
US BANK,SUPPLIES - OFFICE	389.11
CULLIGAN OF HASTINGS,SUPPLIES - OFFICE	21.45
EAKES OFFICE SOLUTIONS,PRINTING/PUBLISHING	2.96
MICROFILM IMAGING SYSTEM,OFFICE EQUIPMENT	25.00
VANGUARD APPRAISALS INC,DATA PROCESSING COSTS	2,800.00
HASTINGS TRIBUNE,PRINTING/PUBLISHING	43.36
MIKE ALLEN,MILEAGE ALLOWANCE	42.58
BOB HANSEN,MILEAGE ALLOWANCE	49.78
BRAD HENRIE,MILEAGE ALLOWANCE	44.54
BELVA JUNKER,MILEAGE ALLOWANCE	91.70
KEN LUKASIEWICZ,MILEAGE ALLOWANCE	60.26
DEAN ROLLS,MILEAGE ALLOWANCE	3.93
RON SIDLO,MILEAGE ALLOWANCE	86.46
KAREN STRUSS,MILEAGE ALLOWANCE	99.56
HENRY WILSON,MILEAGE ALLOWANCE	117.90
DAS STATE ACCOUNTING,DATA PROCESSING COSTS	150.00
JUSTICE DATA SOLUTIONS,DATA PROCESSING COSTS	250.00
US BANK,DUES,SUBS,REGIST,TRAINING	179.00
US BANK,OFFICE EQUIPMENT	89.95
US BANK,SUPPLIES - OFFICE	366.08
US BANK,CELL PHONES	1,557.90
US BANK,TELEPHONE SERVICES	155.19
US BANK,SUPPLIES - OFFICE	359.00
US BANK,SAFETY SUPPLIES	92.24
US BANK,OFFICE EQUIPMENT	355.89
ADAMS COUNTY COURT,COUNTY COURT COSTS	6,016.63
ADAMS CO WITNESS FEE ACCOUNT,WITNESS FEES	71.09
EAKES OFFICE SOLUTIONS,SUPPLIES - OFFICE	409.94
MICROFILM IMAGING SYSTEM,EQUIPMENT RENTAL - OFFICE	582.14
CULLIGAN OF HASTINGS,MISCELLANEOUS	43.00
HOMETOWN LEASING,OFFICE EQUIPMENT	157.85
JUSTICE WORKS LLC,SUPPLIES - OFFICE	75.00
LEA JOHNSTON,MISCELLANEOUS	40.00
TRACY GORDON,MISCELLANEOUS	40.00
MCM LAW OFFICE LLC,ATTRNY FEES-COURT APPOINT	230.00
ANDERSON KLEIN BREWSTER BRANDT,ATTRNY FEES-COURT APPOINT	20,117.95
BOCKSTADTER & GLEN LAW LLC,ATTRNY FEES-COURT APPOINT	675.50
JUSTIN M DAAKE,ATTRNY FEES-COURT APPOINT	3,289.00
DEWALD DEAYER PC LLO,ATTRNY FEES-COURT APPOINT	4,364.84
ERICKSON LAW LLC,ATTRNY FEES-COURT APPOINT	1,552.50
ZACHARY K GRAY,ATTRNY FEES-COURT APPOINT	3,982.05
LANGVARDT VALLE & JAMES PC,ATTRNY FEES-COURT APPOINT	95.00
PATINO KING LLC,ATTRNY FEES-COURT APPOINT	5,448.00
AUDREY A RAWLEY,ATTRNY FEES-COURT APPOINT	7,509.50
SKALKA & BAACK LAW FIRM,ATTRNY FEES-COURT APPOINT	276.00
STEHLIK LAW FIRM PC LLO,ATTRNY FEES-COURT APPOINT	1,311.26
SULLIVAN SHOEMAKER PC LLO,ATTRNY FEES-COURT APPOINT	12,822.50

US BANK, SHOP TOOLS	192.82
EAKES OFFICE SOLUTIONS, EQUIPMENT RENTAL - OFFICE	323.07
FAIRFIELD INN & SUITES, TRAVEL EXPENSES	229.90
HASTINGS TRIBUNE, TRAVEL EXPENSES - BOARD M	4.91
UNIVERSITY OF NEBRASKA-LINCOLN, MILEAGE ALLOWANCE	18.14
UNIVERSITY OF NEBRASKA-LINCOLN, EQUIPMENT RENTAL - OFFICE	45.02
UNIVERSITY OF NEBRASKA-LINCOLN, DUES, SUBS, REGIST, TRAINING	360.00
US BANK, SUPPLIES - OFFICE	84.61
US BANK, OFFICE EQUIPMENT	132.46
BETH JANNING, MILEAGE ALLOWANCE	617.66
RON SEYMOUR, MILEAGE ALLOWANCE	66.81
RON SEYMOUR, DUES, SUBS, REGIST, TRAINING	120.00
ADAMS COUNTY SHERIFF REVOLVING, SHERIFF COSTS	35.20
CONSOLIDATED MANAGEMENT CO, MILEAGE ALLOWANCE	445.00
COOPERATIVE PRODUCERS INC, EQUIPMENT - FUEL	26.20
HASTINGS FORD-LINCOLN, EQUIPMENT - FUEL	282.43
HASTINGS TRIBUNE, PRINTING/PUBLISHING	59.55
HASTINGS TRIBUNE, MERIT COMMISSION EXPENSES	3.53
JANITOR INC, JANITORIAL AGREEMENTS	625.46
KENESAW MOTOR CO INC, EQUIPMENT - FUEL	988.21
MENARDS, MISCELLANEOUS	36.15
PLATTE VALLEY OF HASTINGS INC , RADIO REPAIR	57.50
PLATTE VALLEY OF HASTINGS INC , EQUIPMENT - FUEL	1,208.39
REAMS WRECKER SERVICE LLC, EQUIPMENT - FUEL	189.00
GARY REED, SHERIFF COSTS	19.60
BUFFALO COUNTY SHERIFF OFFICE , COURT RELATED COSTS	18.50
BUSINESS WORLD PRODUCTS, SUPPLIES - OFFICE	84.36
CLAY COUNTY SHERIFF, COURT RELATED COSTS	18.25
CASA, JUV GRANT COMMUNITY, 19-CB	65,000.00
EAKES OFFICE SOLUTIONS, SUPPLIES - OFFICE	58.27
HALL COUNTY COURT, COURT RELATED COSTS	6.25
HALL COUNTY SHERIFF, COURT RELATED COSTS	17.48
HALL COUNTY SHERIFF, JUVENILE COURT COSTS	8.74
HAMILTON COUNTY SHERIFF DEPT, COURT RELATED COSTS	18.69
JANITOR INC, JANITORIAL AGREEMENTS	612.04
KEARNEY COUNTY SHERIFF, JUVENILE COURT COSTS	36.75
LINCOLN COUNTY SHERIFF, COURT RELATED COSTS	18.00
PHYSICIANS LABORATORY PC, AUTOPSY COSTS	2,735.00
SECRETARY OF STATE, COURT RELATED COSTS	40.00
TRANSUNION RISK & ALTERNATIVE , COURT RELATED COSTS	75.00
WESTERN ALTERNATIVE CORRECTION, JUV GRANT COMMUNITY, 19-CB	14,580.00
VERIZON WIRELESS, CELL PHONES	1,672.64
ALLENS OF HASTINGS INC, JAIL SUPPLIES	47.76
ADAMS COUNTY JAIL/SHERIFF, BOARD OF PRISONERS - FOOD	1,458.30
LARRY L BAKER MD, MED-HOSP PRISONERS	1,865.00
BERTS PHARMACY, MED-HOSP PRISONERS	103.98
CASH WA DISTRIBUTING, BOARD OF PRISONERS - FOOD	1,200.39
CHRIS'S CAR WASH, TRAVEL EXPENSES	111.00
CLAY COUNTY SHERIFF, BOARD OF PRISONERS - FOOD	15,350.00
EAKES OFFICE SOLUTIONS, JAIL SUPPLIES	132.99
GALLS LLC, CLOTHING	153.90
HASTINGS TRIBUNE, PRINTING/PUBLISHING	610.25
JIM'S U-SAVE PHARMACY, MED-HOSP PRISONERS	100.95
LINCOLN COUNTY DETENTION CTR, BOARD OF PRISONERS - FOOD	3,814.00
MARY LANNING HEALTHCARE, MED-HOSP PRISONERS	230.80
PATHOLOGY SERVICES PC, MED-HOSP PRISONERS	22.00
PHELPS COUNTY SHERIFF, BOARD OF PRISONERS - FOOD	6,793.82
PHELPS MEMORIAL HEALTH CENTER , MED-HOSP PRISONERS	53.00
RODEWAY INN, TRAVEL EXPENSES	350.00
SAAT PLUMBING & EXCAVATING LLC, BUILDING REPAIR	150.00

NEBRASKA WEED CONTROL ASSOC,DUES,SUBS,REGIST,TRAINING	350.00
BUSINESS WORLD PRODUCTS,SUPPLIES - OFFICE	21.37
CVSOAN TREASURER,DUES,SUBS,REGIST,TRAINING	100.00
US BANK,SUPPLIES - OFFICE	90.09
US BANK,DUES,SUBS,REGIST,TRAINING	50.00
COMMUNITY ACTION PART MID-NEBR,HANDI-BUS	1,447.84
HERITAGE BANK,INTERNET SERVICE	25.00
MIPS,MISCELLANEOUS	108.40
MIDWEST CONNECT,POSTAL SERVICES	3,000.00
MIDWEST CONNECT,POSTAL SERVICES	3,000.00
BLACK HILLS ENERGY,UTILITIES	571.49

ROAD - BRIDGE

BLUE CROSS & BLUE SHIELD,HEALTH-ACCIDENT - COUNTY	31,431.67
BLUE CROSS & BLUE SHIELD,DENTAL INSURANCE	444.33
DELTA DENTAL OF NEBRASKA,DENTAL INSURANCE	776.97
A-1 FIBERGLASS,EQUIPMENT STORAGE SPACE	400.00
ARNOLD MOTOR SUPPLY LLP,SMALL TOOLS, ETC.	37.99
ARNOLD MOTOR SUPPLY LLP,RD EQ REP PARTS	67.69
ARNOLD MOTOR SUPPLY LLP,SUPPLIES - SHOP	39.89
ARNOLD MOTOR SUPPLY LLP,RD EQ REP PARTS	116.00
ARNOLD MOTOR SUPPLY LLP,SUPPLIES - SHOP	25.26
ARNOLD MOTOR SUPPLY LLP,SMALL TOOLS, ETC.	35.99
ARNOLD MOTOR SUPPLY LLP,RD EQ REP PARTS	407.67
ARNOLD MOTOR SUPPLY LLP,SUPPLIES - SHOP	539.43
ARNOLD MOTOR SUPPLY LLP,RD EQ REP PARTS	21.19
ARNOLD MOTOR SUPPLY LLP,SUPPLIES - SHOP	12.33
BAUER BUILT,MACH EQ TIRES & REP	3,863.08
BGNE,EQUIPMENT - FUEL	681.48
BGNE,MACH EQ GREASE OIL	23.72
BLACK HILLS ENERGY,HEATING FUELS	1,241.39
BOSSELMAN ENERGY INC,BUILDING REPAIR	90.99
BOSSELMAN ENERGY INC,SMALL TOOLS, ETC.	52.98
BOSSELMAN ENERGY INC,MACH EQ GREASE OIL	699.99
BOSSELMAN ENERGY INC,MISC. EQUIPMENT	99.95
BUFFALO COUNTY HWY DEPARTMENT ,RD EQ REP PARTS	641.70
CENTRAL NEBRASKA EQUIPMENT,MISC. EQUIPMENT	10,814.90
TRAVIS CLIFTON,MISCELLANEOUS	60.00
CINTAS CORPORATION #449,TOWEL/CLEANING AGREEMENTS	93.06
CINTAS CORPORATION #449,JANITORIAL SUPPLIES	45.12
COOPERATIVE PRODUCERS INC,MACH EQ TIRES & REP	983.60
COOPERATIVE PRODUCERS INC,SUPPLIES - SHOP	10.70
COOPERATIVE PRODUCERS INC,MISCELLANEOUS	33.00
DEWEESE SAND & GRAVEL,MATERIALS - GRAVEL & BORR	21,169.72
DAWN R MILLER,CONSULTING FEES	300.00
FILTER CARE,SUPPLIES - SHOP	279.40
EAKES OFFICE SOLUTIONS,EQUIPMENT RENTAL - OFFICE	701.51
FLEET PRIDE INC,RD EQ REP PARTS	643.92
HALL COUNTY HWY DEPARTMENT,RD EQ REP PARTS	1,313.58
HASTINGS OUTDOOR POWER LLC,OTHER EQUIPMENT REPAIR	4.49
HASTINGS UTILITIES,ELECTRICITY	460.10
ISLAND SUPPLY WELDING CO,WELDING SUPP/CHAINS	114.94
JEO CONSULTING GROUP INC,ENGINEERING	1,113.60
LANDMARK IMPLEMENT INC,RD EQ REP PARTS	26.51
LCL TRUCK EQUIPMENT INC,EXPRESS/FREIGHT	26.96
LCL TRUCK EQUIPMENT INC,RD EQ REP PARTS	622.00
LCL TRUCK EQUIPMENT INC,EXPRESS/FREIGHT	25.62
LCL TRUCK EQUIPMENT INC,RD EQ REP PARTS	70.00
LOUP VALLEY LIGHTING INC,EXPRESS/FREIGHT	37.77
LOUP VALLEY LIGHTING INC,BUILDING REPAIR	135.26
MATT FRIEND TRUCK EQUIP INC,EXPRESS/FREIGHT	6.75

POWER PLAN,RD EQ REP PARTS	767.20
POWER PLAN,EXPRESS/FREIGHT	22.00
POWER PLAN,RD EQ REP PARTS	655.65
PTSR,MISCELLANEOUS	360.00
ROAD BLDG MACH & SUPPLY CO INC,RD EQ REP LABOR	2,088.46
SIPP'S CLEANING SOLUTIONS,JANITORIAL AGREEMENTS	416.01
SANITARY OUTDOOR SERVICE INC,JANITORIAL SUPPLIES	107.00
SOUTHERN POWER DISTRICT,ELECTRICITY	393.73
TITAN MACHINERY INC.,RD EQ REP PARTS	156.95
US BANK,MISCELLANEOUS	240.00
US BANK,OFFICE EQUIPMENT	219.98
US BANK,RD EQ REP PARTS	389.99
VAN KIRK BROS CONTRACTING,BRIDGE CONTRACTS	73,717.37
VERIZON CONNECT NWF INC,ENGINEERING/TECHNICAL EQU	210.47
VILLAGE OF HOLSTEIN,WATER	21.79
VILLAGE OF HOLSTEIN,SEWER	17.50
VILLAGE OF KENESAW,WATER	18.08
VILLAGE OF KENESAW,SEWER	20.61
WINZER FRANCHISE COMPANY,ROAD SALT	1,647.00
WOODWARDS DISPOSAL SERVICE,GARBAGE	185.00
ROADS SPECIAL FUND	
WERNER CONSTRUCTION CO,BITUMINOUS SURFACE CONTRA	59,609.54
COUNTY VISITORS PROMOTIONS	
HOMETOWN LEASING,EQUIPMENT RENTAL - OFFICE	195.84
KEARNEY VISITORS BUREAU,PROMOTION ADVERTISING	3,000.00
US BANK,DUES,SUBS,REGIST,TRAINING	120.88
US BANK,INTERNET SERVICE	179.97
HEALTH FUND	
BLUE CROSS & BLUE SHIELD,HEALTH-ACCIDENT - COUNTY	16,907.28
DELTA DENTAL OF NEBRASKA,DENTAL INSURANCE	574.63
COVID AMERICAN RESCUE PLAN	
TNT PAINTING LLC,COURTHOUSE BUILDING	6,400.00
INHERITANCE TAX	
WEST GROUP PAYMENT CENTER,LAW LIBRARY	6,590.62
ESCROW HOLDING FUND	
ADAMS COUNTY SHERIFF FEE ACCT ,MISCELLANEOUS	14.00
EAKES OFFICE SOLUTIONS,MISCELLANEOUS	158.29
GRAND ISLAND INDEPENDENT,MISCELLANEOUS	63.10
MICROFILM IMAGING SYSTEM,MISCELLANEOUS	175.00
RUSS'S MARKET,MISCELLANEOUS	26.76
JACKIE J STROMER QUEEN,MISCELLANEOUS	202.50
BOCKSTADTER & GLEN LAW LLC,MISCELLANEOUS	86.25
MARTIN MILLER,MISCELLANEOUS	86.25
RUANN ROOT,MISCELLANEOUS	86.25
FIRST WIRELESS,MISCELLANEOUS	6,036.64
LAW ENFORCEMENT CENTER	
ELECTRONIC SYSTEMS INC,DATA PROCESSING EQUIPMENT	810.00
COMPUTER CONSULTANTS INC,DATA PROCESSING EQUIPMENT	2,350.00
THIELE GEOTECH INC,MISCELLANEOUS CONTRACTS	35,214.00

Lee Hogan
Board Chairman

**Adams County Board of Equalization
Meeting Minutes
Tuesday, December 19, 2023 at 10:00 am
Courthouse, Adams County**

The Adams County Board of Equalization met in conjunction with the, Adams County Supervisors meeting, to review and take action on motor vehicle tax exemption applications and property tax corrections.

The following Adams County Commissioners were present: Michael Stromer – District 1, Glen Larsen – District 2, Lee Hogan – District 3, Harold Johnson – District 4, Tim Reams – District 5, Chuck Neumann – District 6, Joe Patterson – District 7

Motion by Naumann, seconded by Johnson to meet as a Board of Equalization. **Roll Call, Ayes:** Stromer, Larsen, Hogan, Johnson, Reams, Neumann, Patterson **Nays:** None **Absent:** None

Board of Equalization opened at 10:01 am

Adams County Treasurer, Virginia Long, presented the board with annual motor vehicle tax exempt applications for the following entities:

Platte Valey Youth for Christ,	Hastings Catholic Schools
South Central Behavioral Services	RYDE
Crossroads	Hastings College
Good Samaritan Society	Goodwill Industries
Mary Lanning	The Bridge
Head Start	Peace Lutheran Church
Salvation Army	North Shore Church
United Methodist Church	Faith Lutheran Church
Gingerbread Playschool	Evangelical Free Church
Creation Instruction Association	First Presbyterian Church
Community Action Partnership	MNIS
First St Paul's Lutheran Church	Adams County Ag Society
Christ Luteran Church & School	Church of the Nazarene

Long confirmed all entities meet the criteria for exemption and is requesting approval.

Motion by Neumann, seconded by Reams to approve the motor vehicle exemption renewals presented by Long. **Roll Call, Ayes:** Stromer, Larsen, Hogan, Johnson, Reams, Neumann, Patterson **Nays:** None **Absent:** None

Adams County Assessor, Jackie Russell, presented tax list corrections for parcels; 010013818, 010008089 and 010018711.

Adams County, Nebraska -- Tax List Correction			
Correction #(s) #	15063	Tax Year Corrected	2023
Date of Correction	12/8/2023	Levy of year corrected	2.174723
Owner	Kevin D & Karen S Johnson		
Mailing Address	3814 W 38th St, Hastings, NE 68901		
Parcel ID #	010013818		
Tax ID #	284-16390		
Legal	1611.00- LOT 3 BLK 3 WESTLAND 1ST ADD --- 612 N 4th Ave		
VALUATIONS:			
	Billed Value	Correct Value	
Personal Property	0.00	0.00	
Dwelling	\$196,343.00	\$155,602.00	
Improvements(Other)	\$0.00	\$0.00	

Property Valuation Correction Notice

Correction #(s) 23-055 **Tax Year(s) Corrected** 2023
Date of Correction 10/11/2023
Description of
Property 612 N 4th Ave, Hastings, NE 68901
Owner Kevln D & Karen S Johnson
Parcel ID # 010013818
Tax ID # 284-16390
Mailing Address 3814 W 38th St, Hastings, NE 68901
Legal 1611.00 -- LOT 3 BLK 3 WESTLAND 1ST ADD

CURRENT YEAR VALUATION:

	Current Year Value Submitted	Corrected Current Year Value
Personal Property		
Land	\$23,100.00	\$23,100.00
Dwelling	\$196,343.00	\$155,602.00
Improvements	\$0.00	\$0.00
TOTAL VALUATION	\$219,443.00	\$178,702.00

Reason for Correction

The owner came in to speak with staff about his valuation and it was discovered that the 2023 valuation included value for a basement which does not exist at the property. Therefore, removing value associated with the basement due to clerical error and correcting the 2023 value.

Adams County, Nebraska -- Tax List Correction

Correction #(s) # 15072 **Tax Year Corrected** 2023
Date of Correction 12/11/2023 **Levy of year corrected** 2.174723

Owner SHIPPING VENTURES HASTINGS LLC
Mailing Address 2460 SALASHAN LOOP, FEMADALE, WA 98248
Parcel ID # 010008089
Tax ID # 284-04104.10
Legal 1376.60 -- LOT 1 COLD STORAGE SUB-DIV .52AC

VALUATIONS:

	Billed Value	Correct Value
Personal Property	0.00	0.00
Dwelling	\$0.00	\$0.00
Improvements(Other)	\$0.00	\$1,226,327.00
Land	\$44,875.00	\$44,625.00
TOTAL VALUATION	\$44,875.00	\$1,270,952.00
LEVY	2.174723	2.174723
TAX TOTAL	\$975.94	\$27,639.68
Penalty	\$0.00	\$0.00
Homestead Exemption	\$0.00	\$0.00
Real Estate Tax Credit Applied	-\$49.96	-\$1,414.58

Adams County, Nebraska -- Tax List Correction

Correction #(s) # 15073 Tax Year Corrected 2023
 Date of Correction 12/15/2023 Levy of year corrected 1.773941

Owner ADAMS COUNTY
 Mailing Address 500 N 4TH AVE, HASTINGS, NE 68901
 Parcel ID # 010018711
 Tax ID # 116-1018711
 Legal 501.00 - LOTS 371 THRU 674 JUNIATA VILLAGE

VALUATIONS:

	Billed Value	Correct Value
Personal Property	0.00	0.00
Dwelling	\$0.00	\$0.00
Improvements(Other)	\$0.00	\$0.00
Land	\$1,849.00	\$0.00
TOTAL VALUATION	\$1,849.00	\$0.00
LEVY	1.773941	1.773941
TAX TOTAL	\$32.80	\$0.00
Penalty	\$0.00	\$0.00
Homestead Exemption	\$0.00	\$0.00
Real Estate Tax Credit Applied	-\$2.48	\$0.00
Ag Tax Credit		
Billed Amount	\$30.32	\$0.00

DIFFERENCE TO TAX ROLL:

DEDUCTION TO TAX
\$30.32

ADDITION TO TAX
0

Reason for Correction

ADAMS COUNTY ACQUIRED PROPERTY THRU SHERIFF TAX SALE PROCESS. SINCE ADAMS COUNTY IS A GOVERNMENT AGENCY WITH NO APPLICATION REQUIRED FOR AN EXEMPTION TO PROPERTY TAXES, REMOVING VALUE AND TAX DUE FROM THE 2023 TAX ROLL.

Motion by Patterson, seconded by Johnson to approve the tax list corrections as presented by Russell.
Roll Call, Ayes: Stromer, Larsen, Hogan, Johnson, Reams, Neumann, Patterson **Nays:** None **Absent:** None

Motion by Stromer, seconded by Patterson to exit Board of Equalization and resume regular session.
Roll Call, Ayes: Stromer, Larsen, Hogan, Johnson, Reams, Neumann, Patterson **Nays:** None **Absent:** None

Regular session resumed at 10:07 am (see Board of Commissioners minutes for 12/19/2023)

ORDINANCE NO. 4752

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 OUTSIDE OF THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA; 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 roadways 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 corporate limits of the City of Hastings, Nebraska;
- b) Police, fire, and snow removal benefits will be immediately available thereto, and other City services are or will be available as provided by law;
- c) Within the areas 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; and
- d) There is a unity of interest of the use of such tracts with the use of lots and tracts in such City and the community of convenience and welfare and the interest of such City will be enhanced through incorporating such lots and tracts and streets within the limits of such City.

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 lands located outside of the City of Hastings, Adams County, Nebraska, more particularly described as follows:

- 1) Certain land generally located in the area of East 26th Street and North 2nd Avenue and the description of such land is as follows:

- TRACT OF LAND APPROXIMATELY 1,400 FEET EAST OF THE INTERSECTION OF NORTH ELM AVENUE AND EAST 14TH STREET, TO BE PART OF THE PARKVIEW CEMETERY: THE SOUTH ½ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 5, TOWNSHIP 7 NORTH, RANGE 9 WEST OF THE 6TH P.M. IN ADAMS COUNTY, NEBRASKA, ACCORDING TO THE GOVERNMENT SURVEY THEREOF; EXCEPT THAT PORTION CONVEYED BY DEED AT BOOK 181 AT PAGE 163, DESCRIBED AS FOLLOWS: WEST 935 FEET OF THE SOUTH 14 FEET OF THE SOUTH ½ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 6, TOWNSHIP 7 NORTH, RANGE 9 WEST OF THE 6TH P.M. IN ADAMS COUNTY, NEBRASKA.

- THIS AREA WILL ALSO INCLUDE THE APPROPRIATE PORTION OF THE

UNION PACIFIC RAILROAD RIGHT-OF-WAY.

- 2) Certain land generally located in the area of Industrial Park North and the description of such land is shown as follows:

- A TRACT OF LAND LOCATED IN NORTH HALF OF FRACTIONAL SECTION 31, TOWNSHIP 8 NORTH, RANGE 9 WEST OF THE 6TH P.M., ADAMS COUNTY, NEBRASKA AND INDUSTRIAL PARK NORTH SUBDIVISION, INDUSTRIAL PARK NORTH SUBDIVISION NUMBER THREE, INDUSTRIAL PARK NORTH SUBDIVISION NUMBER SIX, INDUSTRIAL PARK NORTH SUBDIVISION NUMBER NINE, INDUSTRIAL PARK NORTH SUBDIVISION NUMBER TEN, HEDC INDUSTRIAL PARK SECOND SUBDIVISION, HEDC INDUSTRIAL PARK THIRD SUBDIVISION, AND KORB SUBDIVISION, ADAMS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTH HALF OF FRACTIONAL SECTION 31, TOWNSHIP 8 NORTH, RANGE 9 WEST OF THE 6TH P.M., IN THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA: THIS BEING THE POINT OF BEGINNING; THENCE N89°59'29"W, ON THE SOUTH LINE OF SAID NORTH HALF OF FRACTIONAL SECTION 31, A DISTANCE OF 1371.67 FEET TO THE SOUTHWEST CORNER OF KORB SUBDIVISION; THENCE N00°05'48"W, ON THE WEST LINE OF SAID KORB SUBDIVISION, ALSO BEING THE WEST LINE OF INDUSTRIAL PARK NORTH SUBDIVISION NUMBER TEN AND THE WEST LINE OF INDUSTRIAL PARK NORTH SUBDIVISION NUMBER SIX, A DISTANCE OF 802.25 FEET TO THE NORTHWEST CORNER OF LOT 2, BLOCK 1 OF SAID INDUSTRIAL PARK NORTH SUBDIVISION NUMBER SIX; THENCE N89°32'24"W, ON THE NORTH LINE OF MENARD-BOYD ADDITION, A DISTANCE OF 229.97 FEET; THENCE N00°08'36"W, ON THE EAST LINE OF SAID MENARD-BOYD ADDITION, A DISTANCE OF 79.95 FEET TO THE SOUTH LINE OF BLOCK 1 INDUSTRIAL PARK NORTH SUBDIVISION; THENCE S89°32'24"E, ON THE SOUTH LINE OF SAID BLOC 1 OF INDUSTRIAL PARK NORTH SUBDIVISION, A DISTANCE OF 504.78 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF HEDC INDUSTRIAL PARK THIRD SUBDIVISION; THENCE N00°11'29"E, ON THE WEST LINE OF SAID HEDC INDUSTRIAL PARK THIRD SUBDIVISION AND HEDC INDUSTRIAL PARK SECOND SUBDIVISION, A DISTANCE OF 577.94 FEET TO THE SOUTH LINE OF 39TH STREET; THENCE N90°00'00"E, ON THE SOUTH LINE OF SAID 39TH STREET, A DISTANCE OF 378.94 FEET TO THE EAST LINE OF YOST AVENUE AND THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1331.20 FEET; THENCE SOUTHWESTERLY ON THE EAST LINE OF SAID YOST AVENUE AND SAID CURVE, A DISTANCE OF 651.49 FEET; THENCE S28°00'00"W, ON THE EAST LINE OF SAID YOST AVENUE, A DISTANCE 287.17 FEET; THENCE S00°05'48"W, ON THE EAST LINE OF SAID YOST AVENUE, A DISTANCE OF 119.00 FEET; THENCE S89°44'55"E, A DISTANCE OF 355.12 FEET; THENCE N00°15'10E, A DISTANCE OF 420.02 FEET ; THENCE S89°44'55"E, ON THE NORTH LINE OF LOT 1, BLOCK 1, INDUSTRIAL PARK NORTH SUBDIVISION NUMBER THREE, A DISTANCE OF 444.87 FEET TO THE WEST LINE OF THE FORMER UNION PACIFIC RAILROAD AND

BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 2814.79 FEET.; THENCE NORTHERLY ON SAID CURVE, THE CHORD OF WHICH BEARS N11°21'39"E, AN ARC DISTANCE OF 594.78 FEET TO THE SOUTH LINE OF 39TH STREET; THENCE CONTINUING ON THE WEST LINE OF THE FORMER UNION PACIFIC RAILROAD AND SAID CURVE, THE CHORD OF WHICH BEARS N02°24'52"E, AN ARCH DISTANCE OF 284.21 FEET; THENCE N00°28'41"W ON THE WEST LINE OF SAID RAILROAD, A DISTANCE OF 903.36 FEET TO THE CENTERLINE OF 42ND STREET; THENCE N89°57'39"E, ON SAID CENTERLINE OF 42ND STREET, A DISTANCE OF 86.71 FEET TO THE EAST LINE OF SAID SECTION 31; THENCE S00°35'37"E, ON SAID EAST LINE, A DISTANCE OF 2646.66 FEET TO THE POINT OF BEGINNING.

- 3) Certain land generally located in the area of Industrial Park West and the description of such land is shown as follows:

A TRACT OF LAND LOCATED IN CENTENNIAL SUBDIVISION, ADAMS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 2, CENTENNIAL SUBDIVISION, SAID CORNER ALSO BEING ON THE WESTERLY RIGHT-OFWAY LINE OF CENTENNIAL AVENUE; THENCE N45°34'16"W (ASSUMED BEARING) ON THE SOUTHERLY LINE OF SAID LOT 2, A DISTANCE OF 163.48 FEET; THENCE N69°00'00"W, ON SAID SOUTHERLY LINE, A DISTANCE OF 330.19 FEET TO A POINT BEING THE EXISTING CORPORATION CORNER AND THE POINT OF BEGINNING; THENCE CONTINUING N69°00'00"W ON SAID SOUTHERLY LINE, A DISTANCE OF 119.81 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE N21°00'00"E, ON THE WESTERLY LINE OF SAID LOT 2, A DISTANCE OF 552.96 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE N89°38'50"E, ON THE NORTH LINE OF SAID LOT 2 AND THE NORTH LINE OF LOT 1, CENTENNIAL SUBDIVISION, A DISTANCE OF 734.42 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE S00°21'00"E, ON THE EAST LINE OF SAID LOT 1, A DISTANCE OF 95.01 FEET TO A POINT BEING THE EXISTING CORPORATION LINE; THENCE S60°17'18"W, ON SAID CORPORATION LINE, A DISTANCE OF 945.62 FET TO THE POINT OF BEGINNING.

AND

LOT FOUR (4) AND EAST FIFTY FEET (50') OF LOT FIVE (5), BLOCK TWO (2), HASTINGS INDUSTRIAL PARK WEST SUBDIVISION, SECTION FOURTEEN (14), TOWNSHIP SEVEN (7) NORTH, RANGE TEN (10) WEST, ADAMS COUNTY, NEBRASKA.

AND

LOT SEVEN (7), BLOCK ONE (1), HASTINGS INDUSTRIAL PARK WEST,

ADAMS COUNTY, NEBRASKA.

AND

A TRACT OF LAND LOCATED IN NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 10 WEST OF THE 6TH P.M., ADAMS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING 493.00 FEET WEST OF THE NORTHEAST CORNER OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 10 WEST OF THE 6TH P.M. IN THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA AND 333.0 FEET SOUTH PARALLEL WITH THE EAST LINE OF SAID SECTION, BEING ON THE WEST LINE OF BECKER 2ND SUBDIVISION TO A POINT BEING THE NORTHWEST CORNER OF THE CORPORATION LINE; THENCE SOUTH ON SAID CORPORATION LINE BEING THE WEST LINE OF BECKER 2ND SUBDIVISION AND BECKER SUBDIVISION A DISTANCE OF 379.50 FEET TO THE SOUTHWEST CORNER OF BECKER SUBDIVISION AND THE POINT OF THE CORPORATION LINE; THEN WEST ON THE CORPORATION LINE A DISTANCE OF 305.00 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID BECKER 2ND SUB AND BECKER SUB, A DISTANCE OF 379.50 TO A POINT ON THE CORPORATION LINE; THENCE EAST ON SAID CORPORATION LINE A DISTANCE OF 305.00 FEET TO THE POINT OF BEGINNING.

SECTION 3. That a certified copy of this Ordinance, together with a plat of such lands as acquired from the records of the County, if applicable, shall be filed of record in the Office of the Register of Deeds of Adams County, Nebraska.

SECTION 4. That such lands are hereby annexed to the City of Hastings, Adams County, Nebraska.

SECTION 5. That upon this Ordinance taking effect, police, fire and snow removal services of the City shall be furnished to the lands hereinbefore annexed, and other City services are or will be available as provided by law, and the plan prepared in connection with this annexation; and the City rates for water and electricity furnished by Hastings Utilities shall apply to such lots and tracts.

SECTION 6. This ordinance shall take effect and be in full force from and after its passage, approval and publication in electronic form.

SECTION 7. The provision of this Ordinance are separable, and the invalidity of any phrase, clause, or part of this Ordinance shall not affect the validity or effectiveness of the remainder of this Ordinance.

PASSED AND APPROVED this 22nd day of January, 2024

Corey Stutte, Mayor

ATTEST

Kimberly Jacobitz, City Clerk

APPROVED AS TO FORM:

Jesse Oswald, City Attorney

