

**HASTINGS CITY COUNCIL
AGENDA**

**Council Chambers – City Hall
220 North Hastings Avenue
May 23, 2016
5:30 PM**

ROLL CALL:

PLEDGE OF ALLEGIANCE:

MOTION TO ADOPT CURRENT AGENDA for May 23, 2016 Regular Meeting.

PUBLIC NOTICE - Official Notice of the Regular Meeting was published in the Hastings Tribune on Friday, May 20, 2016. Pursuant to the Nebraska Revised Statute Section 84-1412, the public is advised that a copy of today's agenda and all reproducible written material which will be discussed at today's meeting is located at the back of the Council Chambers. Also, a current copy of the Nebraska Open Meetings Act is posted on the south wall of the Council Chambers which is accessible to members of the public.

COUNCIL COMMUNICATION:

1. 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 May 9, 2016.
 - (b) Approval of the payroll for the period ending May 21, 2016, paid May 27, 2016 and the period ending June 4, 2016, paid June 10, 2016.
 - (c) Approval of the regular claims and authorizing the City Clerk to issue checks against the various funds for payment.
 - (d) Approve receiving and placing on file department monthly reports.
 - (e) Approval of the request of the American Legion Riders of Hastings Post 11 to utilize city streets on June 18, 2016 for a parade to recognize all military veterans and families and also a re-dedication of the Hastings American Legion Park.

- (f) Approval of the request of the YWCA of Adams County to close city streets for annual 4th of July Parade Celebration on July 4, 2016.
- (g) Approval of the request of Burlington Village for two handicap parking spaces on the southwest corner of the building located at 220 South Burlington and West "A" Street for SASA.

REGULAR AGENDA:

1. Unfinished Business of Preceding Meeting.
2. Public Hearings.
 - (a) Public Hearing pursuant to Neb. Rev. Stat. 18-2528 (4) on the Redevelopment Agreement regarding the City Block Project for downtown Hastings.
3. General Business.
 - (a) Approval of Telecommunications Line Right-of-Way License Agreement with Glenwood Telecommunications for Werner, 2nd Street and Pine Avenue (GW 2016-9).
 - (b) Approval of awarding contract to Vontz Paving for Project No. R-2016 - R1-R5, Residential Asphalt Resurfacing.
4. Ordinances and Resolutions.
 - (a) Ordinance No. 4473. . .Amending Section 2-501, repealing Sections 2-520 to 2-526, enacting a new Section 2-529, and amending Section 32-109 of the Hastings City Code dealing with department heads, duties of the Manager of Utilities, and Board of Public Works. **(Second Reading)**
 - (b) Ordinance No. 4477. . .Amending Sections 15-101 and 15-409 dealing with parking of motor homes.
 - (c) Resolution No. 2016-20. . .Accepting the work and the certificate of the City Engineer for Street Improvement District No. 2013-1.
 - (d) Resolution No. 2016-21. . .Accepting plat and schedule of assessments prepared by the City Engineer for special assessments proposed to be levied in Street Improvement District No. 2013-1 and setting a hearing date relative to the levy of said special assessments.
 - (e) Resolution No. 2016-22. . .Accepting the work and the certificate of the City Engineer for Street Improvement District No. 2013-2.

- (f) Resolution No. 2016-23. . .Accepting plat and schedule of assessments prepared by the City Engineer for special assessments proposed to be levied in Street Improvement District No. 2013-2 and setting a hearing date relative to the levy of said special assessments.
- (g) Resolution No. 2016-24. . .Accepting the work and the certificate of the City Engineer for Street Improvement District No. 2013-3.
- (h) Resolution No. 2016-25. . .Accepting the plat and schedule of assessments prepared by the City Engineer for special assessments proposed to be levied in Street Improvement District No. 2013-3 and setting a hearing date relative to the levy of said special assessments.
- (i) Resolution No. 2016-26. . .Authorizing the Mayor and City Clerk to sign contract(s) with IES Commercial Inc. contingent upon final approval of the Nebraska Department of Aeronautics (NDA) and the Federal Aviation Administration (FAA) for AIP Project No. 3-31-0040-14, Hastings Municipal Airport.
- (j) Ordinance No. 4478 repeals Ordinance No. 4406 and provides for the sale of city property to City Block Center Hospitality, L.L.C., a Nebraska limited liability company, City Block Center Housing, L.L.C., a Nebraska limited liability company, and City Block Center Mixed-Use, L.L.C., a Nebraska limited liability company.

5. Final Passage of Ordinances.

6. Appointments.

7. Miscellaneous and Other Business.

8. 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, May 9, 2016

Pursuant to due call and notice thereof, a Regular Meeting of the City Council of the City of Hastings, Nebraska was conducted in the Council Chambers of City Hall, 220 N. Hastings Avenue, on May 9, 2016.

The meeting was called to order at 5:30 p.m. in Regular Session by Mayor Powers with the following members present: Ginny Skutnik, John Harrington, Sarah Hoops, Michael Krings, Everett Goebel, Kathy Duval, Phil Odom, Chuck Niemeyer. Absent: None.

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

Moved by Skutnik seconded by Hoops to adopt current agenda for May 9, 2016 Regular Meeting. Roll Call: Ayes: John Harrington, Kathy Duval, Phil Odom, Chuck Niemeyer, Michael Krings, Sarah Hoops, Ginny Skutnik, Everett Goebel. Nays: None. Absent: None. The motion carried.

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

COUNCIL COMMUNICATION:

Councilmember Goebel urged citizens to vote tomorrow.

Councilmember Niemeyer gave a brief report on the committee formed at the last City Council meeting. The first meeting they discussed what they wanted to accomplish. The second meeting two of the representatives, Councilmember Sarah Hoops and Board of Public Works member Jeanette Dewalt, interviewed both Human Resource employees (Lori Hartman and Kim Woolery). Staff have similar challenges and felt that a combined effort in Human Resource(HR) would be beneficial. They are waiting to see how Ordinance 4473 goes to know how to proceed.

Councilmember Duval thanked City Staff who went beyond what was necessary this past week to help a citizen in need.

CITIZEN COMMUNICATIONS:

Dennis Muller (303 Meadowlark Circle), spoke on Ordinance 4773.

Butch Hughes (714 West 5th Street) spoke against Ordinance 4773.

Jeanette Dewalt (747 North Lincoln Avenue, Board of Public Works) stated she would answer questions regarding Ordinance 4773.

MAYOR'S COMMUNICATIONS:

Mayor Powers presented the Emergency Medical Services Proclamation to Kent Gilbert, Fire Chief. Mayor Powers proclaimed the week of May 15-21, 2016, as Emergency Medical Services Week with the theme "EMS Strong-Called to Care". Kent Gilbert spoke on behalf of first responders.

Mayor Powers read Employee Service Awards for May: Steve Walton, 35 years as of May 1st; Stu Mohlman, 30 years as of May 12th; Dave Wacker, 40 years as of May 26th; Brian Kranau,

20 years as of May 6th; Elmo Ayer, 35 years as of May 11th.

Mayor Powers thanked NTV for their series highlighting positive things happening in Hastings.

CONSENT AGENDA:

Motion by Skutnik, seconded by Goebel to approve all consent items as presented.

1.(a) Approval of the minutes of the Council Meeting of April 25, 2016

(b) Approval of the minutes of the Worksession of April 18, 2016

(c) Approval of the payroll for the period ending May 7, 2016, paid May 13, 2016.

(d) Approval of the regular claims and authorizing the City Clerk to issue checks against the various funds for payment.

(e) Approval of the prepaid claims and authorizing the City Clerk to issues checks against the various funds for payment.

(f) Approval of the request of the Hastings Lodge No. 50 to utilize city streets for the Annual Veterans Recognition Parade to be held at 10:00 a.m. on November 5, 2016.

(g) Approval of the request for CDBG funds, Drawdown #4 and Final (\$5,560) for CDBG Comprehensive Revitalization, Supplemental Streets Project 14-CR-108.

Roll Call: Ayes: John Harrington, Kathy Duval, Phil Odom, Chuck Niemeyer, Michael Krings, Sarah Hoops, Ginny Skutnik, Everett Goebel. Nays: None. Absent: None. The motion carried.

REGULAR AGENDA:

1. Unfinished Business of Preceding Meeting.

(a) ORDINANCE NO. 4473. . .AMENDING SECTION 2-501, REPEALING SECTIONS 2-520 TO 2-526, ENACTING A NEW SECTION 2-529, AND AMENDING SECTION 32-109 OF THE HASTINGS CITY CODE DEALING WITH DEPARTMENT HEADS, DUTIES OF THE MANAGER OF UTILITIES, AND BOARD OF PUBLIC WORKS.

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

Councilmember Niemeyer stated it is in the best interest of the city to have an independent board that the Manager of Utilities answers to. The governance should stay the same. There needs to be more consideration to the type of person on the Board of Public Works because of the workload and complexity of things coming in the future. A big share of what the Novak Study deals with is Human Resource, IT, Safety and the Director of Administrative Services.

Councilmember Goebel understands Ordinance 4473 would make the Manager of Utilities a Department Head. Utilities would be a City Department and if Resolution 2016-19 also passes, hiring the manager would be done by a committee appointed by the Mayor and hiring would be approved by City Council. This would not change the make-up of the Board of Public Works and would not take away any authority they have now to carry out the operations of the Utilities. This ordinance would not affect the library or museum boards. He received public concern about the Utilities budget, but management of Utilities funds would not change in any way. He asked that the vacancy on the Board of Public Works be filled as quickly as possible.

Councilmember Harrington stated this ordinance makes us a more efficient, united city. All cities in Nebraska face tremendous energy challenges, and the majority of which do not have a Board of Public Works. We are not eliminating the board, but are putting it in an advisory capacity that is very valuable. We are not doing this to raid the Utilities to get money for other use.

Dave Ptak explained the bond covenants, which deal with the largest debt that Utilities has with electrical generation facilities at the Whelan Energy Center. The amount that can be transferred to the City is limited by those bond covenants, currently the greater of 5% or what the APPA

(American Public Power Association) average would be, based upon an annual study that is done by the APPA. The idea behind the thought of taking money from Utilities with the water situation they will be dealing with, as well as other services, they need all the money they have. As a result, that is a misnomer to say that the intent behind the reorganization is to take any money.

Mayor Powers stated we need to make sure our utilities for the long-term future, and that is paying debt, getting ourselves in a position where we aren't in trouble when coal plants are decommissioned and we have to take them down.

Councilmember Duval stated we cannot take away the Board of Public Works' functions and we need their expertise. We need to be selective in looking at unique skills needed to serve on the board to bring specific knowledge. This ordinance alters who hires and fires.

Mayor Powers stated we need consideration to make this a paid board.

Jeanette Dewalt, Board of Public Works, asked for clarification on legally what the ordinance changes.

Dave Ptak stated the Hastings Public Library and the Museum are not under the direction of the City Administrator, they are exempted. They would report to their various boards. All Department Heads are appointed by the Mayor and Council. This creates an organizational structure so that we know who the Department Heads are and the process for hiring them includes members of the Council and members of any affected board that would interact with that position, potentially members of the public or recruiters. The idea is we want the best possible candidate for any Department Head position and we want the input of those who work most closely with them. The only thing changed in the process is allowing the Manager of Utilities, as a Department Head, to employ persons in their various departments. We are not treating Utilities any different from any other department in that regard.

Councilmember Hoops stated Chapter 2 allows for a structure for administrative adjustments, which would allow us to have permission to combine Human Resource, IT, and Safety. It is her understanding that Chapter 32 compliments the resolution from Board of Public Works regarding hiring committee. It creates greater consistency with other boards. The Board of Public Works would retain the power to obtain special services, make rules and regulations, purchase materials and equipment, and approve plans as it had before.

Councilmember Krings sees the move for the hiring process completely fine. He wants to make sure the Board of Public Works maintains its current responsibilities.

Dave Ptak stated the only thing this changes is right now the Board of Public Works is the authority to hire and discharge the Utilities Manager. This is now being transferred, as a Department Head, to the Mayor and Council. It is in conjunction with the resolution that has been spoke of, to set up a hiring process for all Department Heads. It would be a consistent process that would involve Council, board members, citizens, and possibly recruiters to find the best candidate for the position. The committee would interview and make a recommendation, which would be brought to the City Council for approval.

Councilmember Krings stated a concern of his is the Mayor and City Council shall be the appointing authority to employ or discharge a Manager of Utilities. Does that position really report to the Board of Public Works?

Jeanette Dewalt stated there could be a conflict for the new Utilities Manager by trying to keep

two bosses happy. We need to know who the Utilities Manager is working for before going out to hire that position.

Councilmember Odom believes this is a major change in what we are doing. This clearly says the Utilities Manager would work for the City Administrator. His concern is where it talks about being subject to approval from the City Council. Five votes on the Council can fix it where everything has to come before the Council first. We have two departments of Human Resources, but neither is listed in the Department Heads. That is one of the departments that should be put together into one department. The Board of Public Works is different from the other boards, because of the size of their budget.

Joe Patterson stated that we do not have any Human Resource Director position. We have a Personnel Technician. She takes daily direction from him. Any personnel action required for that position would take action by the Civil Service Commission, in addition to his office.

Councilmember Niemeyer stated that we need to combine Human Resource, IT, and Safety through the Director of Administrative Services in a unified effort. That item was a priority in the Novak Study.

Councilmember Duval stated we need to listen to our attorney. If we pass the resolution of using the committee, the Mayor and the City Council shall employ or discharge, she assumes it is based upon committee recommendation. The answer of who does this position answer to? They answer to the City: Mayor and City Council. Utilities is a City department. It is a change in thinking that makes sense. We have checks and balances in place not to have five members decide to get rid of somebody.

Councilmember Krings stated we have an item later on the agenda to ratify the resolution by the Board of Public Works to change the hiring of the Utilities Manager. If this was denied, we can still make movement on the hiring of the Manager later.

Dave Ptak stated you can ratify the resolution from the Board of Public Works, but their resolution says for approval by the Mayor and Council. Chapter 32-109 provides specifically that the Board of Public Works is hereby empowered as the appointing authority to employ or discharge the Manager of Utilities and the Assistant Manager of Utilities. The Mayor and Council have no say in employing or discharging the Manager of the Utilities, as it is currently written. In order for that resolution to have any meaning, there has to be an appointing authority. If the Mayor and Council are going to approve it, you need to change 32-109 to allow you to have that authority.

Michael Krings made a motion to amend Ordinance 4473, Section 32-109, paragraph 1, removing the word "discharge" from that ordinance. Councilmember Niemeyer seconded the motion.

Dave Ptak offered a suggestion before the discussion to leave the term discharge in, but add after discharge for your consideration "upon the recommendation of the Board of Public Works".

Councilmember Niemeyer withdrew his second, Councilmember Krings withdrew his motion.

Councilmember Krings stated that he didn't have a problem with the language as suggested by Mr. Ptak.

Councilmember Skutnik stated we don't want to employ with the recommendation of the board, because it will be a committee giving the recommendation to employ. It is just the discharge that

you want the board's recommendation.

Councilmember Krings was trying to get to employment, which is also who they work for hire.

Councilmember Krings is concerned that the current ordinance would allow a political body that doesn't act on behalf of the Board of Public Works, to run-off a Utilities Manager

Councilmember Krings made the motion to amend Chapter 32-109, Section 1, "The Mayor and City Council shall be the appointing authority to hire the manager of Utilities and Assistant Manager of Utilities. Mayor and City Council shall have the authority to discharge the Manager of Utilities and the Assistant Manager of Utilities, based upon a recommendation by the Board of Public Works. These positions are further subject to approval of the Mayor and City Council in respect to job classification and compensation ranges. Councilmember Niemeyer seconded the motion.

Councilmember Harrington thinks that qualification is unnecessary. To give authority to hire from one person and fire from another is counter-productive. He recommended that we do not consider.

Councilmember Skutnik called for the question on the amended motion.

ROLL CALL: Ayes: Phil Odom, Chuck Niemeyer, Michael Krings. Nays: John Harrington, Kathy Duval, Ginny Skutnik, Everett Goebel Abstain: Sarah Hoops The motion failed.

Councilmember Skutnik called for the question on the original motion on the first reading of Ordinance 4473.

The Mayor then stated the question "Shall Ordinance No. 4473 be passed and adopted?" Upon roll call vote the following Councilmembers voted Ayes: John Harrington, Kathy Duval, Ginny Skutnik, Everett Goebel, Sarah Hoops Nays: Phil Odom, Chuck Niemeyer, Michael Krings. Absent: None. The motion carried.

Councilmember Harrington moved that the statutory rule requiring reading on three different days be suspended; Councilmember Skutnik seconded the motion to suspend the rules and upon roll call vote the following Councilmembers voted Ayes: John Harrington, Kathy Duval, Ginny Skutnik Nays: Phil Odom, Chuck Niemeyer, Michael Krings. Sarah Hoops, Everett Goebel. Absent: None. The motion failed.

2. Public Hearings.

(a) Public hearing on the request of Indicator Land & Cattle, LLC to rezone property from District R-1S, Single Family Suburban Acreage Residential District to District R-1A, Single Family Large Lot Residential District.

Daniel Pauley, 800 West 3rd Street, Dunmire, Fisher and Hastings Law, spoke in favor.
No one stood to speak against, or either way.
Clerk received no objections.

ORDINANCE NO. 4474. . .AMENDING THE OFFICIAL ZONING DISTRICT MAP OF THE CITY OF HASTINGS, NEBRASKA TO REZONE THE FOLLOWING PROPERTY AS SHOWN ON THE ATTACHED EXHIBIT "A" FROM "R-1S, SINGLE-FAMILY SUBURBAN RESIDENTIAL DISTRICT" TO "R-1A, SINGLE-FAMILY LARGE LOT RESIDENTIAL DISTRICT"

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

Lance Lang, City Planner, explained that R1A and R1S are both rural residential districts that are mainly in the two-mile on the outskirts of the city. R1S is suburban acreage (1.5 acre minimum lot size) and R1A is large lot (20,000 sq.ft.). The R1A allows for livestock. The owner would like the ability to have livestock.

The Mayor then stated the question "Shall Ordinance No. 4474 be passed and adopted?" Upon roll call vote the following Councilmembers voted Ayes: John Harrington, Kathy Duval, Phil Odom, Chuck Niemeyer, Michael Krings, Sarah Hoops, Ginny Skutnik, Everett Goebel. Nays: None. Absent: None. The motion carried.

Councilmember Krings moved that the statutory rule requiring reading on three different days be suspended; Councilmember Niemeyer seconded the motion to suspend the rules and upon roll call vote the following Councilmembers voted Ayes: John Harrington, Kathy Duval, Phil Odom, Chuck Niemeyer, Michael Krings, Sarah Hoops, Ginny Skutnik, Everett Goebel. Nays: None. Absent: None. The motion to suspend the rules was adopted by three fourths vote of the Council and the statutory rule was declared suspended for consideration of said ordinance.

The passage and adoption of said ordinance having been concurred in by a majority of all members of the Council, the Mayor declared the ordinance adopted upon second and final reading and the Mayor signed and approved the ordinance. City Clerk attested the passage approval of the same and affixed her signature thereto. Published in the Hastings Tribune on May 13, 2016. Effective date of the ordinance is May 25, 2016.

(b) Public hearing on the request of Mesner Development Company to rezone property from CP-3 Commercial District Planned District to RP-3, Multiple Family Planned District.

No one stood to speak.
Clerk received no objections.

ORDINANCE NO. 4475. . .AMENDING THE OFFICIAL ZONING DISTRICT MAP OF THE CITY OF HASTINGS, NEBRASKA TO REZONE THE FOLLOWING PROPERTY:
THE WEST 125.00 FEET OF LOTS 1-11, BLOCK 1, L.B. PALMERS 2ND ADDITION, AND THE WEST 125.00 FEET OF LOTS 1-12, BLOCK 1, POEHLERS ADDITION, CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA, AND THAT PORTION OF THE VACATED WEST 13TH STREET LYING BETWEEN BLOCK 1, L.B. PALMERS 2ND ADDITION TO THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA, AND BLOCK 1, POEHLERS ADDITION TO THE CITY OF HASTINGS, NEBRASKA;
FROM "CP-3, PLANNED COMMERCIAL BUSINESS DISTRICT" TO "RP-3, PLANNED MULTIPLE FAMILY RESIDENTIAL DISTRICT"

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

The Mayor then stated the question "Shall Ordinance No. 4475 be passed and adopted?" Upon roll call vote the following Councilmembers voted Ayes: John Harrington, Kathy Duval, Phil Odom, Chuck Niemeyer, Michael Krings, Sarah Hoops, Ginny Skutnik, Everett Goebel. Nays: None. Absent: None. The motion carried.

Councilmember Krings moved that the statutory rule requiring reading on three different days be

suspended; Councilmember Hoops seconded the motion to suspend the rules and upon roll call vote the following Councilmembers voted Ayes: John Harrington, Kathy Duval, Phil Odom, Chuck Niemeyer, Michael Krings, Sarah Hoops, Ginny Skutnik, Everett Goebel. Nays: None. Absent: None. The motion to suspend the rules was adopted by three fourths vote of the Council and the statutory rule was declared suspended for consideration of said ordinance.

The passage and adoption of said ordinance having been concurred in by a majority of all members of the Council, the Mayor declared the ordinance adopted upon second and final reading and the Mayor signed and approved the ordinance. City Clerk attested the passage approval of the same and affixed her signature thereto. Published in the Hastings Tribune on May 13, 2016. Effective date of the ordinance is May 25, 2016.

(c) ORDINANCE NO. 4476. . . APPROVAL OF PLANS DEPICTING THE SITE LAYOUT, BUILDING STYLE AND MATERIALS, LANDSCAPING, UTILITIES AND INFRASTRUCTURE, PARKING AND ACCESS, SITE DRAINAGE AND SIMILAR DEVELOPMENT ATTRIBUTES FOR THE FOLLOWING DESCRIBED PROPERTY:

WEST 125 Feet OF Lots 1 through 11, Block 1, L.B. Palmers 2nd Addition to the City of Hastings, Adams County, Nebraska;

WEST 125 FEET Lots 1 through 12, Block 1, Poehlers Addition to the City of Hastings, Adams County, Nebraska; and

WEST 125 FEET OF That portion of the vacated West 13th Street lying between Block 1, L.B. Palmers 2nd Addition to the City of Hastings, Adams County, Nebraska, and Block 1, Poehlers Addition to the City of Hastings, Nebraska;

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

The Mayor then stated the question "Shall Ordinance No. 4476 be passed and adopted?" Upon roll call vote the following Councilmembers voted Ayes: John Harrington, Kathy Duval, Phil Odom, Chuck Niemeyer, Michael Krings, Sarah Hoops, Ginny Skutnik, Everett Goebel. Nays: None. Absent: None. The motion carried.

Councilmember Hoops moved that the statutory rule requiring reading on three different days be suspended; Councilmember Goebel seconded the motion to suspend the rules and upon roll call vote the following Councilmembers voted Ayes: John Harrington, Kathy Duval, Phil Odom, Chuck Niemeyer, Michael Krings, Sarah Hoops, Ginny Skutnik, Everett Goebel. Nays: None. Absent: None. The motion to suspend the rules was adopted by three fourths vote of the Council and the statutory rule was declared suspended for consideration of said ordinance.

The passage and adoption of said ordinance having been concurred in by a majority of all members of the Council, the Mayor declared the ordinance adopted upon second and final reading and the Mayor signed and approved the ordinance. City Clerk attested the passage approval of the same and affixed her signature thereto. Published in the Hastings Tribune on May 13, 2016. Effective date of the ordinance is May 25, 2016.

(d) Public hearing on the request of Diecker Enterprises for a Conditional Use Permit to allow ship-to-shore storage containers to be used for self-storage.

Cara Thorp, 1606 Apache Avenue, appeared to speak either way.

No one spoke for or against.
Clerk received no objections.

Moved by Niemeyer seconded by Harrington to approve Resolution No. 2016-14...Conditional Use Permit for Diecker Enterprises to allow ship-to-shore storage containers to be used for self-storage, subject to compliance with all conditions attached and made a part of the permit.

Lance Lang stated the resolution lays out several conditions for the storage units to be used. Landscaping was discussed at the Planning Commission, but water is not available. The Planning Commission left it up to staff for what would be appropriate. Keeping plants alive would be the obligation of the owner.

Lance Lang stated the self-storage part of the code was used to come up with parameters.

Roll Call: Ayes: John Harrington, Kathy Duval, Phil Odom, Chuck Niemeyer, Michael Krings, Sarah Hoops, Ginny Skutnik, Everett Goebel. Nays: None. Absent: None. The motion carried.

(e) Public hearing on the request of Faith Lutheran Church for a Conditional Use Permit for additional parking at 837 Chestnut Avenue.

Eileen Saathoff, Faith Lutheran Church Member, spoke in favor.
No one spoke against or either way.
Clerk received no objections.

Moved by Krings seconded by Hoops to approve Resolution No. 2016-16. . .Conditional Use Permit for Faith Lutheran Church for additional parking at 837 Chestnut Avenue, subject to compliance with the conditions attached and made a part of the permit.

Roll Call: Ayes: John Harrington, Kathy Duval, Phil Odom, Chuck Niemeyer, Michael Krings, Sarah Hoops, Ginny Skutnik, Everett Goebel. Nays: None. Absent: None. The motion carried.

(f) Public hearing regarding a proposed modification to Plan Modification #3.15.16 to Redevelopment Area I (THOAR, LLC Redevelopment Project) of the Community Redevelopment Authority to include façade, sidewalk and landscape improvements. (713 West 1st Street)

No one stood to speak on this item.
Clerk received no objections.

Moved by Niemeyer seconded by Skutnik to approve Resolution No. 2016-17. . . Redevelopment Plan Modification #3.15.16 for the THOAR LLC Redevelopment Project in Redevelopment Area I to include façade, sidewalk and landscape improvements.

Roll Call: Ayes: John Harrington, Kathy Duval, Phil Odom, Chuck Niemeyer, Michael Krings, Sarah Hoops, Ginny Skutnik, Everett Goebel. Nays: None. Absent: None. The motion carried.

(g) Public hearing regarding proposed Plan Modification #6 to Redevelopment Area #IV-Hastings West (On Top, LLC Redevelopment Project) of the Community Redevelopment Authority to include relocation of water main and drain lines for a proposed industrial development featuring two 3,750 square foot shop buildings. (1903 West 2nd Street)

No one stood to speak on this item.
Clerk received no objections.

Moved by Harrington seconded by Niemeyer to approve Resolution No. 2016-18. . .

Redevelopment Plan Modification #6 for the ON TOP, LLC Redevelopment Project in Redevelopment Area IV.

Roll Call: Ayes: John Harrington, Kathy Duval, Phil Odom, Chuck Niemeyer, Michael Krings, Sarah Hoops, Ginny Skutnik, Everett Goebel. Nays: None. Absent: None. The motion carried.

(h) Public hearing on the request of Oasis Church, Inc. for a Conditional Use Permit to allow a church at 3001 West 12th Street (Imperial Mall).

Pastor Castle, Oasis Church, stood to speak.

No one spoke against.

Clerk received no objections.

Moved by Niemeyer seconded by Duval to approve Resolution 2016-15...Conditional Use Permit for Oasis Church, Inc. to allow a church at 3001 West 12th Street, subject to the following conditions:

1. Oasis Church is responsible for gaining all required permissions and any property rental or lease agreements with the Owners and/or management company operating Imperial Mall to allow the church to occupy the mall space. Other than any required building inspections performed by the City of Hastings Development Services Department for Oasis Church to obtain a Certificate of Occupancy, if any such inspection is required, The City shall be neutral, neither assisting nor protesting the ability of Oasis Church to obtain permission to locate in Imperial Mall.

2. At such time as the congregation of Oasis Church numbers fifty (50) persons, the on-site bathroom must be upgraded to meet the ADA requirements of the Americans' with Disabilities Act within ninety (90) days.

3. This permit shall be automatically renewed annually upon receipt by the City of a written request for renewal including the current number of congregation members for the given year.

Roll Call: Ayes: John Harrington, Kathy Duval, Phil Odom, Chuck Niemeyer, Michael Krings, Sarah Hoops, Ginny Skutnik, Everett Goebel. Nays: None. Absent: None. The motion carried.

3. General Business.

(a) Moved by Duval seconded by Hoops to approve consideration regarding possible hiring of a City of Hastings Developmental Services Director.

Councilmember Duval asked if this could be an item for the worksession?

Councilmember Odom stated all positions potentially being added to the budget need to be discussed at a worksession.

Councilmember Skutnik stated that the Developmental Services Director is a vacant position, already funded in the budget.

Mayor Powers said the possible hiring of a Developmental Services Director will be on a future worksession.

(b) Moved by Harrington seconded by Skutnik to approve allowing Mayor and Council to change hiring parameters from Hastings Utilities control to Mayor and Council control in regards to Hastings Utilities Manager hiring process.

Councilmember Krings stated agenda items 3B, 3C, and 3E are all the same thing. We need to clean up and clarify what we are going to do.

David Ptak clarified that General Business 3B is basically Ordinance 4473 that passed on first

reading. Item 3C, allowing the Mayor to appoint a committee, is basically the Board of Public Works resolution, but it was formalized as Resolution No. 2016-19. If that would be adopted, it would encompass the same thing. He agrees that unless we do 3B first, 3C does not give the Mayor and Council any authority to approve the recommendation.

A discussion was held on how the adoption of Ordinance 4473 would affect General Business Items 3B and 3C.

Councilmember Odom stated Ordinance 4473 takes care of Item 3B. We are giving permission for the Mayor to put together the committee.

Roll Call: Ayes: John Harrington, Kathy Duval, Phil Odom, Chuck Niemeyer, Michael Krings, Sarah Hoops, Ginny Skutnik, Everett Goebel. Nays: None. Absent: None. The motion carried.

(c) Moved by Odom seconded by Niemeyer to approve allowing the Mayor to appoint a committee to do a Hastings Utilities Manager search. Committee to consist of the Mayor and two Council members, two Hastings Utilities Board members and three to five City of Hastings Community members. Search firm may be employed in this process. Committee to begin work immediately. Committee will bring finalist recommendation back to Council for final approval.

Roll Call: Ayes: John Harrington, Kathy Duval, Phil Odom, Chuck Niemeyer, Michael Krings, Sarah Hoops, Ginny Skutnik, Everett Goebel. Nays: None. Absent: None. The motion carried.

(d) Consideration regarding possible hiring of an Assistant City Administrator.

The Council requested this item be put on a future worksession.

(e) Moved by Skutnik seconded by Hoops to approve Ratifying the Board of Public Works Resolution No. 2016-3 regarding the selection process for the Manager of Utilities.

Roll Call: Ayes: John Harrington, Kathy Duval, Phil Odom, Chuck Niemeyer, Michael Krings, Sarah Hoops, Ginny Skutnik, Everett Goebel. Nays: None. Absent: None. The motion carried.

(f) Moved by Goebel seconded by Skutnik to award bid to Vontz Paving Inc., 2355 West HWY 6, Hastings, Nebraska for project R-2016-A1, Wabash Avenue (US #6) "J" Street to Idlewilde Avenue in the amounts of \$101,855.58 Base Bid and \$128,004.05 Alternate Bid for a total amount of \$229,859.63 and authorize the Mayor and the City Clerk to execute contract documents.

Roll Call: Ayes: John Harrington, Kathy Duval, Phil Odom, Chuck Niemeyer, Michael Krings, Sarah Hoops, Ginny Skutnik, Everett Goebel. Nays: None. Absent: None. The motion carried.

4. Ordinances and Resolutions.

(a) Moved by Niemeyer seconded by Harrington to amend Resolution No. 2016-13. . .Entering into an Interlocal Cooperation Act Agreement with Adams County, Nebraska for the improvement of Baltimore Avenue, under Project R-2016-A1, and authorizing the Mayor to sign said Interlocal Cooperation Act Agreement on behalf of the City of Hastings, Nebraska to state the location as Wabash, in place of Baltimore.

Roll Call: Ayes: John Harrington, Kathy Duval, Phil Odom, Chuck Niemeyer, Michael Krings, Sarah Hoops, Ginny Skutnik, Everett Goebel. Nays: None. Absent: None. The motion carried.

Moved by Skutnik, seconded by Hoops to approve Resolution No. 2016-13, as amended.

Roll Call: Ayes: John Harrington, Kathy Duval, Phil Odom, Chuck Niemeyer, Michael Krings, Sarah Hoops, Ginny Skutnik, Everett Goebel. Nays: None. Absent: None. The motion carried.

(b) Moved by Hoops seconded by Duval to adopt Resolution 2016-19. . .Providing for a hiring policy and procedure for City department heads.

Councilmember Harrington asked what the current procedure is to hire Department Heads?

Joe Patterson stated the City advertises those open positions nationally, utilizing periodicals on the particular discipline. The Mayor appoints a committee. The Mayor brings the committee's recommendation to the Council for approval.

Councilmember Harrington asked how is this procedure different?

Joe Patterson stated it is not much different.

Mayor Powers stated there were community members involved in recent committees.

Roll Call: Ayes: John Harrington, Kathy Duval, Phil Odom, Chuck Niemeyer, Michael Krings, Sarah Hoops, Ginny Skutnik, Everett Goebel. Nays: None. Absent: None. The motion carried.

Moved by Niemeyer seconded by Skutnik there being no further business to adjourn at 7:40p.m.
Roll Call: Ayes: John Harrington, Kathy Duval, Phil Odom, Chuck Niemeyer, Michael Krings, Sarah Hoops, Ginny Skutnik, Everett Goebel. Nays: None. Absent: None. The motion carried.

APPROVED:

Vern P. Powers, Mayor

ATTEST:

Kimberly S. Jacobitz, City Clerk

(S E A L)

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 001 GENERAL FUND							
Dept: 000.000							
001-000.000-422.050	Inspection Permits HASTINGS UTILITIES-PERMITTING M&S BUILDERS, INC.	April	April plbg reimbursement Refund portion of bldg permit	0 0	05/01/2016 05/06/2016	05/23/2016 05/23/2016	1,421.07 150.64
							1,571.71
001-000.000-442.165	Ambulance fees AMERICAN FAMILY LIFE INSURANCE CO. OXFORD LIFE INSURANCE CO.	Torres Bartlett	Refund for over/double payment Refund for over/double payment	0 0	05/02/2016 04/21/2016	05/23/2016 05/23/2016	655.20 69.00
							724.20
Total Dept. 000000:							2,295.91
Dept: 010.000 City administrator's office							
001-010.000-720.350	Training & Conferences CITY CLERK - PETTY CASH NASH/ROGER L.// US BANK CORPORATE PAYMENT CENTER	J Patterson	Reimburse mileage-NECA mtg Mileage,meal Omaha conf Lodging - GPGFOA conf - Nash	0 0 0	04/29/2016 05/05/2016 05/04/2016	05/23/2016 05/23/2016 05/23/2016	114.48 175.59 98.35
							388.42
001-010.000-721.050	Postage MAILFINANCE	N5907191	Lease May 29 to Aug 28, 2016	0	04/27/2016	05/23/2016	390.00
							390.00
001-010.000-723.050	Advertising HASTINGS TRIBUNE HASTINGS TRIBUNE	201759 cityclerk	Treasurer semi annual report April advertising	0 0	04/30/2016 04/30/2016	05/23/2016 05/23/2016	100.14 524.42
							624.56
001-010.000-726.050	Electricity HASTINGS UTILITIES	10128	Electricity April 2016	0	05/23/2016	05/23/2016	1,171.78
							1,171.78
001-010.000-726.100	Natural Gas HASTINGS UTILITIES	18711790	City bldg 3/18-4/20/16	0	04/20/2016	05/23/2016	143.59
							143.59
001-010.000-726.150	Sewer HASTINGS UTILITIES	18711790	City bldg 3/18-4/20/16	0	04/20/2016	05/23/2016	26.57
							26.57
001-010.000-726.250	Water HASTINGS UTILITIES	18711790	City bldg 3/18-4/20/16	0	04/20/2016	05/23/2016	67.00
							67.00
001-010.000-727.200	R & M Buildirng IDEAL ELECTRIC, INC. PARAMOUNT LINEN PRESTO-X	8178 87106 30846108	Circuits in City Hall basement Floor mats April pest control	0 0 0	04/21/2016 04/26/2016 04/21/2016	05/23/2016 05/23/2016 05/23/2016	686.00 44.70 50.65
							781.35
001-010.000-730.050	Office Supplies C D W GOVERNMENT, INC.	CTD2654	Treasurer computer mouse	0	04/19/2016	05/23/2016	43.27
							43.27
Total Dept. City administrator's office:							3,636.54
Dept: 020.000 Civil service							
001-020.000-720.355	Employee Printings FAMILY RESOURCES OF GREAT PLAINS	1685	EAP qtrly installmnt (Jun-Aug)	0	05/02/2016	05/23/2016	1,481.25
							1,481.25

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Total Dept. Civil service:							1,481.25
Dept: 050.000 Mayor and council							
001-050.000-743.550	Computer Eq C D W GOVERNMENT, INC.	CTS2814	Mouse/council	0	04/21/2016	05/23/2016	22.30
							22.30
Total Dept. Mayor and council:							22.30
Dept: 070.000 Other governmenta							
001-070.000-720.050	Audit Service MC DERMOTT & MILLER, PC	249830	Audit yr ending 9/15,EPA rept	0	04/26/2016	05/23/2016	24,300.00
							24,300.00
001-070.000-720.307	ELSA Transl REAL TIME TRANSLATION, IN	10764	19 minutes, 4/18-30/16	0	05/02/2016	05/23/2016	28.50
							28.50
001-070.000-720.456	Employee Dr PHYSICAL THERAPY & SPOF		Drug/5, PCP/3	0	05/03/2016	05/23/2016	540.00
							540.00
001-070.000-720.470	Disability Inst MUTUAL OF OMAHA	G000AZN9	Cunningham overpmt to Madisor	0	05/06/2016	05/23/2016	8.00
							8.00
001-070.000-725.050	Insurance ELLERBROCK-NORRIS INSU	56	4/25/16 fiduciary liab renewal	0	04/15/2016	05/23/2016	2,532.09
							2,532.09
001-070.000-726.300	Waste Dispo: WOODWARD'S DISPOSAL SE	8668-1435	Service	0	04/26/2016	05/23/2016	2,137.50
							2,137.50
001-070.000-729.211	Adams Co. E ADAMS COUNTY CLERK		Emergency mgmt 1/16-3/16	0	05/06/2016	05/23/2016	8,175.16
							8,175.16
001-070.000-741.200	Building Impr HASTINGS TRIBUNE	cityclerk	Airport proj 3-31-0040-14	0	04/30/2016	05/23/2016	154.05
	KIRKHAM, MICHAEL & ASSO	85157	Proj #3-31-0040-14 (G04)	0	04/29/2016	05/23/2016	19,426.29
							19,580.34
Dept. Other governmental accounts:							57,301.59
Dept: 080.000 Development Servi							
001-080.000-720.305	Recording fee ADAMS COUNTY REGISTER	012	Filing fees - April	0	04/30/2016	05/23/2016	96.00
							96.00
001-080.000-720.350	Training & Co						
	LANG/LANCE//		Conference mileage,parking	0	04/19/2016	05/23/2016	151.00
	US BANK CORPORATE PAYM	Holiday Inn	Conference-lodging - Lang	0	04/19/2016	05/23/2016	368.03
	US BANK CORPORATE PAYM	Five Guys	Conference-meals - Lang	0	04/19/2016	05/23/2016	10.09
	US BANK CORPORATE PAYM	Arby's	Conference-meals - Lang	0	04/19/2016	05/23/2016	4.53
	US BANK CORPORATE PAYM	Buzzard Billys	Conference-meals - Lang	0	04/19/2016	05/23/2016	12.93
	US BANK CORPORATE PAYM	Fuzzy's Taco Shop	Conference-meals - Lang	0	04/19/2016	05/23/2016	7.38
	US BANK CORPORATE PAYM	Scooters	Conference-meals - Lang	0	04/19/2016	05/23/2016	7.61
	US BANK CORPORATE PAYM	Toppers Pizza	Conference-meals - Lang	0	04/19/2016	05/23/2016	13.51
	US BANK CORPORATE PAYM	Chili's	Conference-meals - Lang	0	04/19/2016	05/23/2016	11.63
	US BANK CORPORATE PAYM	Red Onion	Conference-meals - Lang	0	04/19/2016	05/23/2016	13.98
	US BANK CORPORATE PAYM	Cornhusker Square	Conference-parking - Lang	0	04/19/2016	05/23/2016	7.00
							607.69

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001-080.000-723.050	Advertising HASTINGS TRIBUNE	201784	Publish legal ads	0	04/30/2016	05/23/2016	206.13
							206.13
001-080.000-730.050	Office Supplie						
	BUSINESS WORLD PRODUC	626974	Laserjet ink cartridge	0	04/27/2016	05/23/2016	171.99
	BUSINESS WORLD PRODUC	627093	Business cards blank	0	05/04/2016	05/23/2016	14.99
	BUSINESS WORLD PRODUC	627127	Pens	0	05/06/2016	05/23/2016	26.98
							213.96
001-080.000-742.420	Departmenta						
	MENARDS - HASTINGS	on VISA card	Paid wrong vendor	0	04/07/2016	05/23/2016	-43.73
	US BANK CORPORATE PAYM	Menards	Planning sign supplies	0	04/07/2016	05/23/2016	43.73
							0.00
Total Dept. Development Services:							1,123.78
Dept: 090.000 IT Division							
001-090.000-720.350	Training & Cc						
	US BANK CORPORATE PAYM	PLA	PLA 2016 conference - Wahl	0	04/05/2016	05/23/2016	50.00
	US BANK CORPORATE PAYM	Sheraton	Lodging - training - Wahl	0	04/05/2016	05/23/2016	202.25
							252.25
001-090.000-729.050	Dues & Subs						
	VERIZON WIRELESS	9764331840	Jetpack 3/24-4/23/16	0	04/23/2016	05/23/2016	40.01
							40.01
001-090.000-737.220	I.T. Products						
	FLATWATER TECHNOLOGIE	2014-4330	Fiber converters (2)	0	04/26/2016	05/23/2016	599.98
							599.98
Total Dept. IT Division:							892.24
Dept: 110.000 Auditorium							
001-110.000-726.050	Electricity						
	HASTINGS UTILITIES	10128	Electricity April 2016	0	05/23/2016	05/23/2016	1,250.67
							1,250.67
001-110.000-726.100	Natural Gas						
	HASTINGS UTILITIES	1052	Auditorium - April 2016	0	04/30/2016	05/23/2016	343.23
							343.23
001-110.000-726.150	Sewer						
	HASTINGS UTILITIES	1052	Auditorium - April 2016	0	04/30/2016	05/23/2016	142.11
							142.11
001-110.000-726.250	Water						
	HASTINGS UTILITIES	1052	Auditorium - April 2016	0	04/30/2016	05/23/2016	189.66
							189.66
Total Dept. Auditorium:							1,925.67
Dept: 120.000 Cemetery							
001-120.000-726.050	Electricity						
	HASTINGS UTILITIES	10128	Electricity April 2016	0	05/23/2016	05/23/2016	82.18
							82.18
001-120.000-726.100	Natural Gas						
	HASTINGS UTILITIES	1052	Cemetery - April 2016	0	04/30/2016	05/23/2016	112.98
							112.98
001-120.000-726.150	Sewer						
	HASTINGS UTILITIES	1052	Cemetery - April 2016	0	04/30/2016	05/23/2016	31.34

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							31.34
001-120.000-726.250	Water						
	HASTINGS UTILITIES	1052	Cemetery - April 2016	0	04/30/2016	05/23/2016	523.03
							523.03
001-120.000-727.200	R & M Buildir						
	BIG G COMMERCIAL ACCOU	536661	Epoxy,pwr str fld,flags	0	05/05/2016	05/23/2016	124.77
							124.77
001-120.000-729.150	Other Operat						
	BIG G COMMERCIAL ACCOU	K35355	Bldg materials	0	04/21/2016	05/23/2016	200.12
							200.12
001-120.000-731.250	Fuel & Oil						
	THOMSEN OIL CO.	246997	186.5gals diesel,378.5gals n/l	0	05/04/2016	05/23/2016	1,004.36
							1,004.36
						Total Dept. Cemetery:	2,078.78
Dept: 130.000 Parks							
001-130.000-726.050	Electricity						
	HASTINGS UTILITIES	10128	Electricity April 2016	0	05/23/2016	05/23/2016	3,047.45
							3,047.45
001-130.000-726.100	Natural Gas						
	HASTINGS UTILITIES	1052	Parks - April 2016	0	04/30/2016	05/23/2016	125.25
							125.25
001-130.000-726.150	Sewer						
	HASTINGS UTILITIES	1052	Parks - April 2016	0	04/30/2016	05/23/2016	289.51
							289.51
001-130.000-726.200	Telephone						
	VIAERO WIRELESS	14809	Pks,Wacker cell 3/21-4/20/16	0	04/20/2016	05/23/2016	2.48
							2.48
001-130.000-726.250	Water						
	HASTINGS UTILITIES	1052	Parks - April 2016	0	04/30/2016	05/23/2016	6,544.29
							6,544.29
001-130.000-727.200	R & M Buildir						
	BIG G COMMERCIAL ACCOU	536384	Shop vac caster wheel	0	05/02/2016	05/23/2016	16.36
	BIG G COMMERCIAL ACCOU	536521	Fasteners	0	05/03/2016	05/23/2016	2.34
	FASTENAL COMPANY	NEHAS125222	Anchors for trail benches	0	04/12/2016	05/23/2016	17.72
	GRACE'S LOCKSMITH SERV	56212	Keys (30)	0	04/21/2016	05/23/2016	60.00
	KULLY PIPE & STEEL SUPPL'	647734	Sprinkler repair	0	04/21/2016	05/23/2016	27.06
	KULLY PIPE & STEEL SUPPL'	648070	Part	0	04/26/2016	05/23/2016	26.34
	KULLY PIPE & STEEL SUPPL'	645286	Duplication of payment	0	04/29/2016	05/23/2016	-6.90
	MENARDS - HASTINGS	05254	Paint	0	04/22/2016	05/23/2016	65.96
	REAMS SPRINKLER SUPPLY	S1300735.001	Sprinkler system repair	0	04/26/2016	05/23/2016	607.70
	REAMS SPRINKLER SUPPLY		Credit duplicate payment	0	03/31/2016	05/23/2016	-25.00
							791.58
001-130.000-727.500	R & M Heavy						
	KELLY SUPPLY COMPANY	1508611-0	Gate hoses and stem	0	04/28/2016	05/23/2016	37.62
	THREE POINTS TIRE	14401	Flat tire repair-Hustler #2	0	04/29/2016	05/23/2016	16.00
							53.62
001-130.000-727.800	R & M Vehicl						
	N A P A AUTO PARTS	626038	Fuel treatment	0	05/02/2016	05/23/2016	7.98
							7.98
001-130.000-731.400	Other Supplie						

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001-145.000-726.050	Electricity HASTINGS UTILITIES	10128	Electricity April 2016	0	05/23/2016	05/23/2016	302.60
							302.60
001-145.000-726.100	Natural Gas HASTINGS UTILITIES	1052	Armory - April 2016	0	04/30/2016	05/23/2016	263.49
							263.49
001-145.000-726.150	Sewer HASTINGS UTILITIES	1052	Armory - April 2016	0	04/30/2016	05/23/2016	17.85
							17.85
001-145.000-726.250	Water HASTINGS UTILITIES	1052	Armory - April 2016	0	04/30/2016	05/23/2016	63.37
							63.37
001-145.000-729.150	Other Operat C D W GOVERNMENT, INC.	CVG2444	Ethernet cord for conf room	0	04/25/2016	05/23/2016	12.03
							12.03
001-145.000-730.050	Office Supplie BUSINESS WORLD PRODUC	625594	Work table	0	03/01/2016	05/23/2016	1,714.93
	BUSINESS WORLD PRODUC	727089	Legal size copy paper	0	05/02/2016	05/23/2016	17.98
	BUSINESS WORLD PRODUC	627094	Labels	0	05/04/2016	05/23/2016	27.99
	BUSINESS WORLD PRODUC	627099	Report covers	0	05/04/2016	05/23/2016	37.98
							1,798.88
001-145.000-731.401	Adult Rec Su NE SOFTBALL ASSOCIATION		Line up cards	0	04/28/2016	05/23/2016	75.00
							75.00
001-145.000-731.402	Youth Rec St BIG G COMMERCIAL ACCOU	536400	Duct tape, lawn flags	0	05/02/2016	05/23/2016	6.57
	COMFORT INN-HASTINGS		Lodging/Youth USA sftball camp	0	04/18/2016	05/23/2016	375.00
							381.57
001-145.000-737.200	Building Mair BIG G COMMERCIAL ACCOU	535799	Flag	0	04/26/2016	05/23/2016	41.49
							41.49
Total Dept. Recreation programming:							5,058.50
Dept: 150.000 Library							
001-150.000-720.310	Library Softw PROVIDENT PROMOTIONS	1347	Set up new website/rediect old	0	04/30/2016	05/23/2016	142.50
							142.50
001-150.000-723.050	Advertising CORNHUSKER PRESS	P177772	YAC newsletter-May to August	0	04/27/2016	05/23/2016	107.31
	HASTINGS AREA CHAMBER	9473	Email blast BAH	0	04/29/2016	05/23/2016	80.00
	HASTINGS TRIBUNE	citylib	Ads	0	04/30/2016	05/23/2016	745.94
	US BANK CORPORATE PAYM	Facebook	Facebook ad	0	04/30/2016	05/23/2016	1.63
	US BANK CORPORATE PAYM	Facebook	Facebook ad	0	04/30/2016	05/23/2016	28.37
	US BANK CORPORATE PAYM	Facebook	Facebook ad	0	05/04/2016	05/23/2016	50.04
							1,013.29
001-150.000-726.050	Electricity HASTINGS UTILITIES	10128	Electricity April 2016	0	05/23/2016	05/23/2016	900.00
	HASTINGS UTILITIES	10128	Electricity April 2016	0	05/23/2016	05/23/2016	2,081.90
							2,981.90
001-150.000-726.100	Natural Gas HASTINGS UTILITIES	18721090	Utilities 3/18-4/20/16	0	04/20/2016	05/23/2016	31.81

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							31.81
001-150.000-726.150	Sewer						
	HASTINGS UTILITIES	18721090	Utilities 3/18-4/20/16	0	04/20/2016	05/23/2016	35.29
							35.29
001-150.000-726.250	Water						
	HASTINGS UTILITIES	18721090	Utilities 3/18-4/20/16	0	04/20/2016	05/23/2016	71.84
							71.84
001-150.000-727.200	R & M Buildir						
	PROTEX CENTRAL, INC.	IN00068903	Fire alarm service	0	04/27/2016	05/23/2016	93.10
	SUPREME CLEANING SERVI	2879	Janitor svc 5/1-5/15/16	0	05/04/2016	05/23/2016	800.00
	US BANK CORPORATE PAYM	Menards	Metallic display board	0	04/24/2016	05/23/2016	23.52
							916.62
001-150.000-729.149	Processing F						
	BAKER & TAYLOR, INC.	2031884267	Books, processing	0	04/13/2016	05/23/2016	7.63
	BAKER & TAYLOR, INC.	2031920174	Books, processing	0	04/18/2016	05/23/2016	9.45
	BAKER & TAYLOR, INC.	2031940674	Books, processing	0	04/25/2016	05/23/2016	8.60
	MIDWEST TAPE	93918148	Audiobook, processing	0	04/28/2016	05/23/2016	3.50
	MIDWEST TAPE	93886724	DVDs, processing	0	04/19/2016	05/23/2016	2.85
	MIDWEST TAPE	93892531	DVDs, processing	0	04/20/2016	05/23/2016	3.20
							35.23
001-150.000-730.050	Office Supplie						
	EAKES OFFICE SOLUTIONS	S124487	Office and public copies	0	04/21/2016	05/23/2016	712.45
	EAKES OFFICE SOLUTIONS	6964222	Business card stock	0	04/26/2016	05/23/2016	9.99
	ELM USA, INC.	3984	DVD cleaner	0	04/29/2016	05/23/2016	16.50
	GAYLORD BROS.	2422763	Archival box	0	04/22/2016	05/23/2016	21.17
	LIBRARY STORE, INC./THE//	200571	Hang up bags	0	04/20/2016	05/23/2016	44.28
	OFFICE SYSTEMS CO.	181089	Photo & high coated bond paper	0	05/03/2016	05/23/2016	145.90
							950.29
001-150.000-730.110	Electronic Da						
	A TO Z DATABASES	501432	Renewal 4/1/16-3/31/17	0	04/01/2016	05/23/2016	3,168.00
							3,168.00
001-150.000-730.115	Library Collec						
	BAKER & TAYLOR, INC.	2031903685	Books	0	04/13/2016	05/23/2016	188.27
	BAKER & TAYLOR, INC.	2031884267	Books, processing	0	04/13/2016	05/23/2016	110.11
	BAKER & TAYLOR, INC.	2031920174	Books, processing	0	04/18/2016	05/23/2016	154.52
	BAKER & TAYLOR, INC.	2031936579	Books	0	04/20/2016	05/23/2016	283.85
	BAKER & TAYLOR, INC.	2031940674	Books, processing	0	04/25/2016	05/23/2016	131.70
	BLACKSTONE AUDIOBOOKS	823966	Books	0	03/30/2016	05/23/2016	50.00
	BLACKSTONE AUDIOBOOKS	828246	Books	0	04/20/2016	05/23/2016	47.99
	BLACKSTONE AUDIOBOOKS	828245	Books	0	04/20/2016	05/23/2016	50.00
	GALE-CENGAGE LEARNING	57933551	Books	0	04/20/2016	05/23/2016	47.23
	GALE-CENGAGE LEARNING	57933633	Books	0	04/20/2016	05/23/2016	47.23
	GALE-CENGAGE LEARNING	57933106	Books	0	04/20/2016	05/23/2016	51.73
	GALE-CENGAGE LEARNING	57941221	Books	0	04/21/2016	05/23/2016	38.92
	GALE-CENGAGE LEARNING	57959228	Books	0	04/26/2016	05/23/2016	23.25
	MIDWEST TAPE	93918148	Audiobook, processing	0	04/28/2016	05/23/2016	54.99
	MIDWEST TAPE	93830189	BluRay DVD	0	03/31/2016	05/23/2016	29.99
	MIDWEST TAPE	93886724	DVDs, processing	0	04/19/2016	05/23/2016	13.99
	MIDWEST TAPE	93892531	DVDs, processing	0	04/20/2016	05/23/2016	24.99
	US BANK CORPORATE PAYM	Amazon	Ebook - Kindle	0	05/03/2016	05/23/2016	14.97
	US BANK CORPORATE PAYM	Amazon	Ebook - Kindle	0	04/29/2016	05/23/2016	16.04
	US BANK CORPORATE PAYM	Amazon	Ebook - Kindle	0	04/27/2016	05/23/2016	10.69
	US BANK CORPORATE PAYM	Amazon	Ebook - Kindle	0	04/27/2016	05/23/2016	10.69
	US BANK CORPORATE PAYM	Amazon	Refill gift card	0	04/25/2016	05/23/2016	500.00
	US BANK CORPORATE PAYM	Amazon	Ebook - Kindle	0	04/24/2016	05/23/2016	9.99
	US BANK CORPORATE PAYM	Amazon	Ebook - Kindle	0	04/23/2016	05/23/2016	12.83

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							1,923.97
001-150.000-737.212	Event Expen:						
	RUSS'S MARKET	111860	Business After Hours food	0	04/26/2016	05/23/2016	203.26
							203.26
Total Dept. Library:							11,474.00
Dept: 220.000 911 center							
001-220.000-720.350	Training & Co						
	NE EMERGENCY SERVICE		NESCA Spring conf - Eley	0	04/19/2016	05/23/2016	75.00
							75.00
001-220.000-726.200	Telephone						
	STATE OF NE-DAS COMMUN	1006953	State telecom - April 2016	0	04/20/2016	05/23/2016	704.00
	WINDSTREAM COMMUNICA	090239051	Silent Knight phone 5/4-6/3/16	0	05/06/2016	05/23/2016	108.14
	WINDSTREAM COMMUNICA	090219386	Pks/rec alarm 5/4-6/3/16	0	05/06/2016	05/23/2016	98.50
	WINDSTREAM COMMUNICA	090223888	Library alarm 5/4-6/3/16	0	05/06/2016	05/23/2016	16.83
	WINDSTREAM COMMUNICA	090223889	Museum alarm 5/4-6/3/16	0	05/06/2016	05/23/2016	16.83
	WINDSTREAM COMMUNICA	090223890	Engineering alarm 5/4-6/3/16	0	05/06/2016	05/23/2016	16.83
	WINDSTREAM COMMUNICA	090229723	Lincoln Pk Fire 5/4-6/3/16	0	05/06/2016	05/23/2016	119.74
							1,080.87
001-220.000-727.400	R & M Comr						
	PLATTE VALLEY COMMUNIC	28594	Unplg/plg repeater,skip prblm	0	04/30/2016	05/23/2016	96.25
	US BANK CORPORATE PAYM	Amazon	Dell monitor,cables - 911	0	04/27/2016	05/23/2016	486.35
	WAL-MART COMMUNITY	07037	Keybd, speakers - 911 Center	0	04/21/2016	05/23/2016	41.76
							624.36
Total Dept. 911 center:							1,780.23
Dept: 230.000 Hastings Fire & Re:							
001-230.000-720.300	Professional						
	ESSENTIAL SCREENS	2942	Pre-employ bckgrnd-Dekker,Pug	0	05/02/2016	05/23/2016	122.70
	FAMILY MEDICAL CENTER O		Blood draw	0	04/20/2016	05/23/2016	78.00
	FAMILY MEDICAL CENTER O		Pre-employ physical - Dekker	0	04/29/2016	05/23/2016	296.00
							496.70
001-230.000-720.350	Training & Co						
	US BANK CORPORATE PAYM	NSVFA	Fire school register-McNeil	0	05/06/2016	05/23/2016	110.00
							110.00
001-230.000-724.050	Printing						
	EAKES OFFICE SOLUTIONS	S124216	Copies	0	04/21/2016	05/23/2016	416.31
							416.31
001-230.000-726.050	Electricity						
	HASTINGS UTILITIES	10128	Electricity April 2016	0	05/23/2016	05/23/2016	1,968.57
							1,968.57
001-230.000-726.100	Natural Gas						
	HASTINGS UTILITIES	02070920	HPS utilities 2/29-3/31/16	0	03/31/2016	05/23/2016	114.38
	HASTINGS UTILITIES	20751290	LPS utilities 3/22-4/20/16	0	04/20/2016	05/23/2016	76.44
							190.82
001-230.000-726.150	Sewer						
	HASTINGS UTILITIES	02070920	HPS utilities 2/29-3/31/16	0	03/31/2016	05/23/2016	48.37
	HASTINGS UTILITIES	20751290	LPS utilities 3/22-4/20/16	0	04/20/2016	05/23/2016	54.91
							103.28
001-230.000-726.200	Telephone						
	CHARTER COMMUNICATION	0006486	HPS internet/TV 5/1-5/31/16	0	04/20/2016	05/23/2016	150.50
	CHARTER COMMUNICATION	0039545	LPS internet/TV 5/1-5/31/16	0	04/20/2016	05/23/2016	89.19

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							239.69
001-230.000-726.220	Pest Control						
	PRESTO-X	30840471	LPS pest control	0	04/13/2016	05/23/2016	42.77
	PRESTO-X	30846113	HPS pest control	0	04/20/2016	05/23/2016	43.71
							86.48
001-230.000-726.250	Water						
	HASTINGS UTILITIES	02070920	HPS utilities 2/29-3/31/16	0	03/31/2016	05/23/2016	79.10
	HASTINGS UTILITIES	20751290	LPS utilities 3/22-4/20/16	0	04/20/2016	05/23/2016	88.78
							167.88
001-230.000-727.200	R & M Buildir						
	JCO COMMERCIAL FLOORIN	40931-L	Labor - basemnt carpet install	0	04/19/2016	05/23/2016	619.00
	RAYNOR GARAGE DOORS C	21116	Remote control	0	04/26/2016	05/23/2016	36.38
							655.38
001-230.000-727.700	R & M Tools						
	FELD EQUIPMENT CO./ED M	0294891-IN	Box-9V batteries for air pack	0	04/27/2016	05/23/2016	3.00
	MUNICIPAL EMERGENCY SE	IN1022101	1 lanyard assy - Pak-Tracker	0	04/19/2016	05/23/2016	36.35
	MUNICIPAL EMERGENCY SE	IN1022678	5 lanyard assy - Pak-Tracker	0	04/21/2016	05/23/2016	152.35
							191.70
001-230.000-727.800	R & M Vehicle						
	FYR-TEK	10887-9	Gauge	0	04/27/2016	05/23/2016	61.45
	NE MACHINERY CO.	INV114409	Q-5 repair air compressor	0	04/13/2016	05/23/2016	1,070.54
	PLATTE VALLEY COMMUNIC.	28569	Dash camera w/blue tooth	0	04/04/2016	05/23/2016	169.95
	SPADY CHEVROLET,GMC,C/	137097	Cobra 1 - lamp	0	04/27/2016	05/23/2016	130.15
							1,432.09
001-230.000-729.050	Dues & Subs						
	FIRE ENGINEERING	691383012	1 yr subscription	0	04/21/2016	05/23/2016	29.00
	FIREHOUSE MAGAZINE	1104079365	Subscription 1 yr	0	03/14/2016	05/23/2016	29.95
	FIREHOUSE MAGAZINE	1103758195	Subscription 1 yr	0	04/12/2016	05/23/2016	29.95
							88.90
001-230.000-730.050	Office Supplie						
	EAKES OFFICE SOLUTIONS	6962412	Post-Its, tape	0	04/25/2016	05/23/2016	35.86
							35.86
001-230.000-731.470	Fire Preventi						
	BIG G COMMERCIAL ACCOU	536452	5 smoke alarms	0	05/03/2016	05/23/2016	78.35
							78.35
001-230.000-731.650	Uniform Allow						
	MUNICIPAL EMERGENCY SE	IN1022707	12 pair firefighting gloves	0	04/21/2016	05/23/2016	727.99
							727.99
001-230.000-737.200	Building Mair						
	CASH-WA CANDY CO.	66385	Cleaners, towels	0	04/25/2016	05/23/2016	286.02
	CULLIGAN OF HASTINGS	4301531	RO rental - May 2016	0	05/01/2016	05/23/2016	25.00
	CULLIGAN OF HASTINGS	4301541	RO rental - May 2016	0	05/01/2016	05/23/2016	25.00
	CULLIGAN OF HASTINGS	4301521	RO rental - May 2016	0	05/01/2016	05/23/2016	25.00
							361.02
001-230.000-737.705	Shop Supplie						
	BIG G COMMERCIAL ACCOU	536124	Tape measure, misc fasteners	0	04/29/2016	05/23/2016	33.30
	BIG G COMMERCIAL ACCOU	536494	Shelf support	0	05/03/2016	05/23/2016	5.29
	BIG G COMMERCIAL ACCOU	536595	Wrench,tape,pen paint,mrks	0	05/04/2016	05/23/2016	49.00
							87.59

Total Dept. Hastings Fire & Rescue: 7,438.61

Dept: 230.300 Ambulance Service

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001-240.000-726.200 Telephone							
	VERIZON WIRELESS	9763654131	Mnthly fees,hotspots 3/11-4/10	0	04/10/2016	05/23/2016	794.61
	WINDSTREAM COMMUNICA	090212727	Phone svc & long distance	0	04/07/2016	05/23/2016	132.91
							927.52
001-240.000-726.250 Water							
	HASTINGS UTILITIES	09340740	Utilities 3/8-4/8/16	0	04/08/2016	05/23/2016	130.22
							130.22
001-240.000-727.200 R & M Buildir							
	ARAMARK UNIFORM SERVIC	1900146953	Towels, mats	0	04/05/2016	05/23/2016	97.42
	ARAMARK UNIFORM SERVIC	1900180005	Towels, mats	0	05/03/2016	05/23/2016	91.46
	ENGINEERED CONTROLS, IN	44403	VAV boxes, VAV valve repair	0	04/19/2016	05/23/2016	660.00
	INTEGRATED SECURITY SOI	2016955	Provide camera, mic switch	0	05/04/2016	05/23/2016	1,859.00
	INTEGRATED SECURITY SOI	2016935	Instll elevator access control	0	04/26/2016	05/23/2016	6,032.00
	INTEGRATED SECURITY SOI	2016934	Install IT dr & Salto wireless	0	04/26/2016	05/23/2016	4,264.00
	OVERHEAD DOOR CO. OF H	28221	Spring box and labor - bay 1	0	04/21/2016	05/23/2016	114.36
	PRESTO-X	30854045	Bird baiting service	0	04/28/2016	05/23/2016	80.00
	US BANK CORPORATE PAYM	Orscheln	Elec tape,wire rope,shrink tub	0	05/05/2016	05/23/2016	21.85
							13,220.09
001-240.000-727.400 R & M Commr							
	VERIZON WIRELESS	9763654131	Mnthly fees,hotspots 3/11-4/10	0	04/10/2016	05/23/2016	400.10
							400.10
001-240.000-727.800 R & M Vehicl							
	ACE AUTOMOTIVE, INC.	34921	Pan gskt,mnts,hubs #54	0	04/29/2016	05/23/2016	1,478.96
	ACE AUTOMOTIVE, INC.	34937	Exhaust repairs #83	0	05/03/2016	05/23/2016	40.00
	PLATTE VALLEY COMMUNIC.	28703	Uninstall,reinstall equipment	0	05/05/2016	05/23/2016	1,095.90
	REAMS WRECKER SERVICE	18622	Tow #66	0	04/22/2016	05/23/2016	95.00
							2,709.86
001-240.000-730.050 Office Suppli							
	POLICE DEPT. - PETTY CASH		Food, cards	0	05/02/2016	05/23/2016	3.73
	US BANK CORPORATE PAYM	Amazon	Thermal fax paper-eCitations	0	04/26/2016	05/23/2016	71.00
							74.73
001-240.000-731.200 Food Supplie							
	POLICE DEPT. - PETTY CASH		Food, cards	0	05/02/2016	05/23/2016	37.94
	US BANK CORPORATE PAYM	Eileen's Cookies	Food - Baldwin's retirement	0	05/05/2016	05/23/2016	41.00
							78.94
001-240.000-731.650 Uniform Allow							
	JACK'S UNIFORMS & EQUIP	58816B	Safariland holsters #32	0	04/19/2016	05/23/2016	3,568.23
	JACK'S UNIFORMS & EQUIP	59446A	5 Blackhawk holsters,detective	0	04/27/2016	05/23/2016	213.74
							3,781.97
001-240.000-731.700 Wearing Appi							
	JACK'S UNIFORMS & EQUIP	59131A	1 pair pants T Johnson	0	04/19/2016	05/23/2016	57.94
	JACK'S UNIFORMS & EQUIP	58387A	1 outer carrier vest-Wennekamp	0	04/22/2016	05/23/2016	163.94
	US BANK CORPORATE PAYM	32 North Corporation	7 pr yaktrax	0	04/03/2016	05/23/2016	201.14
							423.02
001-240.000-737.200 Building Mair							
	MALOUF JR AND ASSOCIATE	31746	Paper products,cleaning suppl	0	04/21/2016	05/23/2016	222.00
							222.00
001-240.000-737.215 Computer So							
	CI TECHNOLOGIES, INC.	5854	Sftwre/licnse internal affairs	0	05/06/2016	05/23/2016	10,500.00
							10,500.00
001-240.000-738.055 Field Equipm							
	BIG G COMMERCIAL ACCOU	536540	Shop rags for garage	0	05/03/2016	05/23/2016	25.78

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							25.78
Total Dept. Police:							40,116.44
Dept: 330.100 EPA 2nd street sub							
001-330.100-720.300	Professional MC DERMOTT & MILLER, PC	249830	Audit yr ending 9/15,EPA rept	0	04/26/2016	05/23/2016	4,250.00
							4,250.00
001-330.100-726.100	Natural Gas HASTINGS UTILITIES	18691902	EPA 2nd St site 3/18-4/20/16	0	04/20/2016	05/23/2016	23.84
							23.84
001-330.100-726.150	Sewer HASTINGS UTILITIES	18691902	EPA 2nd St site 3/18-4/20/16	0	04/20/2016	05/23/2016	13.49
							13.49
001-330.100-726.250	Water HASTINGS UTILITIES	18691902	EPA 2nd St site 3/18-4/20/16	0	04/20/2016	05/23/2016	19.47
							19.47
Total Dept. EPA 2nd street subsite:							4,306.80
Dept: 330.200 Storm Water Manag							
001-330.200-720.300	Professional KSNB TV	336518-1	Ads H2O Spring 3/28-4/24/16	0	04/24/2016	05/23/2016	830.00
							830.00
Total Dept. Storm Water Management:							830.00
Dept: 620.000 Airport							
001-620.000-723.050	Advertising HASTINGS TRIBUNE	201754	Advisory Bd mtg notice, ad	0	04/30/2016	05/23/2016	106.00
							106.00
001-620.000-726.050	Electricity HASTINGS UTILITIES	10128	Electricity April 2016	0	05/23/2016	05/23/2016	837.20
							837.20
001-620.000-726.100	Natural Gas HASTINGS UTILITIES	111627	Utilities 3/29-4/27/16	0	04/27/2016	05/23/2016	106.81
							106.81
001-620.000-726.150	Sewer HASTINGS UTILITIES	111627	Utilities 3/29-4/27/16	0	04/27/2016	05/23/2016	70.04
							70.04
001-620.000-726.250	Water HASTINGS UTILITIES	111627	Utilities 3/29-4/27/16	0	04/27/2016	05/23/2016	93.73
							93.73
001-620.000-727.200	R & M Buildir BARCO PRODUCTS COMPAN	041600383	2-6' bench,barco board	0	04/18/2016	05/23/2016	765.74
	PARAMOUNT LINEN	86180	Mats/coveralls	0	04/22/2016	05/23/2016	17.35
	PROTEX CENTRAL, INC.	IN00068925	Service fire extinguisher	0	04/27/2016	05/23/2016	234.50
							1,017.59
001-620.000-727.700	R & M Tools & N A P A AUTO PARTS	624828	Filters - 6 Hustler	0	04/27/2016	05/23/2016	19.14
	NE MACHINERY CO.	INV112988	924G-repr brake oil press gaug	0	04/25/2016	05/23/2016	746.82
	NE MACHINERY CO.	PARC0096389	924G - credit	0	07/08/2015	05/23/2016	-112.83
	NE MACHINERY CO.	CUI238753	924G - connector,seal o-ring	0	05/05/2016	05/23/2016	23.38
							676.51

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Total Dept. Resurface Grant 15-CR-008:							168.96
TY DEVELOPMENT FUND:							5,728.96
Fund: 125 S LANDFILL CAP FUND							
Dept: 125.000 S landfill cap							
125-125.000-729.411	EPA Oversight						
	OLSSON ASSOCIATES	250959	Proj #014-1210, methane mntrng	0	04/19/2016	05/23/2016	1,150.72
							1,150.72
Total Dept. S landfill cap:							1,150.72
d S LANDFILL CAP FUND:							1,150.72
Fund: 130 LIBRARY GRANT FUND							
Dept: 000.000							
130-000.000-720.357	Library Progr						
	US BANK CORPORATE PAYM		Amazon Wristbands	0	05/03/2016	05/23/2016	15.99
	US BANK CORPORATE PAYM		Dollar General Wacky Noodles child program	0	04/29/2016	05/23/2016	29.00
	US BANK CORPORATE PAYM		Family Dollar Pool Noodles child's program	0	04/29/2016	05/23/2016	51.00
	US BANK CORPORATE PAYM		DollarTree Pool Noodles child's program	0	04/28/2016	05/23/2016	85.00
	US BANK CORPORATE PAYM		Demco Summer Reading book bags	0	04/22/2016	05/23/2016	238.32
	WAL-MART COMMUNITY		00265 Children's program supplies	0	04/28/2016	05/23/2016	232.26
	WAL-MART COMMUNITY		09502 Teen supplies, Star Wars prog	0	04/22/2016	05/23/2016	139.81
	WAL-MART COMMUNITY		09502 Teen supplies, Star Wars prog	0	04/22/2016	05/23/2016	2.92
	WAL-MART COMMUNITY		00839 Refund Star Wars prog supp	0	04/22/2016	05/23/2016	-5.93
	WAL-MART COMMUNITY		02613 Star Wars program	0	05/04/2016	05/23/2016	29.98
							818.35
130-000.000-727.225	Grant Expend						
	4IMPRINT INC	12062462	Home delivery bags	0	04/29/2016	05/23/2016	286.60
							286.60
Total Dept. 000000:							1,104.95
d LIBRARY GRANT FUND:							1,104.95
Fund: 131 LIBRARY SALES TAX F							
Dept: 000.000							
131-000.000-742.300	Construction						
	ARTHUR J. GALLAGHER RIS	1741403	Bldg insurance for renovation	0	05/02/2016	05/23/2016	5,550.00
	BOCKMANN INC.	20160094-1	Asbestos removal 60% complete	0	04/25/2016	05/23/2016	119,280.00
	CHIEF CONSTRUCTION CO.	#1	Application #1	0	05/02/2016	05/23/2016	40,683.75
							165,513.75
Total Dept. 000000:							165,513.75
BRARY SALES TAX FUND:							165,513.75
Fund: 133 PARKS GRANT FUND							
Dept: 130.000 Parks							
133-130.000-741.209	Infrastructure						
	BIG G COMMERCIAL ACCOU	K34381, 100947	Gazebo supplies	0	04/21/2016	05/23/2016	198.23
	BIG G COMMERCIAL ACCOU	536325, 100947	Octagon cable vent	0	05/02/2016	05/23/2016	105.08
	BIG G COMMERCIAL ACCOU	536656, 100947	Siding and trim	0	05/05/2016	05/23/2016	234.86
	BIG G COMMERCIAL ACCOU	536655, 100947	Gazebo center groove	0	05/05/2016	05/23/2016	1,332.00
	BIG G COMMERCIAL ACCOU	536714, 100947	Gazebo supplies	0	05/05/2016	05/23/2016	1,096.65
	DUTTON-LAINSON CO.	736079	Lugs	0	04/18/2016	05/23/2016	21.97
	SHIRT SHACK HASTINGS	H1173	Memorial Bench plaques	0	04/20/2016	05/23/2016	35.00
							3,023.79

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Total Dept. Parks:							3,023.79
and PARKS GRANT FUND:							3,023.79
Fund: 134 DUNCAN/PARKS SALE							
Dept: 000.000							
134-000.000-742.300	Construction CREATIVE SITES, LLC	1290	Install plygrnd equip - FINAL	0	04/26/2016	05/23/2016	22,094.00
							22,094.00
Total Dept. 000000:							22,094.00
PARKS SALES TAX FUND:							22,094.00
Fund: 147 CANDO FUND							
Dept: 000.000							
147-000.000-729.600	Cando Project BUFFALO CO SHERIFF'S OFFICE GRAND ISLAND POLICE DEPT PETTIT/JEANIE A.//	Harley Kirkley	Reimburse OT 2/23/16 Reimburse OT 4/12/16 Reimburse PO box rental	0 0 0	04/22/2016 05/03/2016 04/22/2016	05/23/2016 05/23/2016 05/23/2016	80.73 27.19 170.00
							277.92
Total Dept. 000000:							277.92
Total Fund CANDO FUND:							277.92
Fund: 170 MUSEUM FUND							
Dept: 170.100 Museum administrative							
170-170.100-720.300	Professional MC DERMOTT & MILLER, PC	179294	Form 990 prep FY2014-15	0	04/26/2016	05/23/2016	1,000.00
							1,000.00
170-170.100-721.050	Postage U.S. POSTAL SERVICE *1	Museum	PO Box #1286 annual fee	0	05/01/2016	05/23/2016	170.00
							170.00
170-170.100-723.050	Advertising CORNHUSKER PRESS HASTINGS TRIBUNE HASTINGS TRIBUNE KEARNEY HUB NRG MEDIA - KROR PLATTE RIVER RADIO INC PLATTE RIVER RADIO INC PLATTE RIVER RADIO INC PLATTE RIVER RADIO INC US BANK CORPORATE PAYMENT US BANK CORPORATE PAYMENT	P177768 201840 200895 05012016 1160424909 21728-1 21728-2 21881-1 21881-2 SmartPress Facebook	YAC newsletter May to August Rock concert series ads 12 theatre ad - Feb 2016 Kearney Klip IT, Bravo - April 25 radio spots, SIP 4/5-4/15 The Queen & The Who concerts The Queen & The Who concerts The Who concert series The Who concert series Window graphic behind glass Email blasts film, entertainment, etc	0 0 0 0 0 0 0 0 0 0 0	04/27/2016 04/30/2016 02/29/2016 05/01/2016 04/30/2016 04/30/2016 04/30/2016 04/30/2016 04/30/2016 03/31/2016 03/31/2016	05/23/2016 05/23/2016 05/23/2016 05/23/2016 05/23/2016 05/23/2016 05/23/2016 05/23/2016 05/23/2016 05/23/2016 05/23/2016	143.08 2,016.71 795.93 294.00 700.00 84.00 84.00 100.00 215.00 65.51 64.75
							4,562.98
170-170.100-723.060	Promo Service ADAMS COUNTY CONVENTION CENTER	March	March lodging tax	0	05/01/2016	05/23/2016	7,041.25
							7,041.25
170-170.100-724.100	Film Print Co 21ST CENTURY CINEMAS 3D ENTERTAINMENT DISTRIBUTION MACGILLIVRAY FREEMAN FILMS	16-013 HAS/SO/SO316	Film bookings (3) JMC Secret Ocean DCP fee National Parks 3D DCP fee	0 0 0	04/29/2016 04/07/2016 06/01/2016	05/23/2016 05/23/2016 05/23/2016	105.00 206.52 1,000.00
							1,311.52
170-170.100-726.050	Electricity						

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	HASTINGS UTILITIES	10128	Electricity April 2016	0	05/23/2016	05/23/2016	-900.00
	HASTINGS UTILITIES	10128	Electricity April 2016	0	05/23/2016	05/23/2016	7,206.66
							6,306.66
170-170.100-726.100	Natural Gas						
	HASTINGS UTILITIES	02070930	Utilities 2/29-3/31/16	0	05/01/2016	05/23/2016	732.39
							732.39
170-170.100-726.150	Sewer						
	HASTINGS UTILITIES	02070930	Utilities 2/29-3/31/16	0	05/01/2016	05/23/2016	48.37
							48.37
170-170.100-726.250	Water						
	HASTINGS UTILITIES	02070930	Utilities 2/29-3/31/16	0	05/01/2016	05/23/2016	196.17
							196.17
170-170.100-727.200	R & M Buildir						
	GRACE'S LOCKSMITH SERV	56258	Keys (11)	0	04/29/2016	05/23/2016	30.50
							30.50
170-170.100-727.600	R & M Office						
	MIDWEST CONNECT, LLC	54940	IM/IS ink cartridge,freight	0	04/26/2016	05/23/2016	195.00
							195.00
170-170.100-728.150	Film Royalty						
	20TH CENTURY FOX		Deadpool 2D royalties	0	05/03/2016	05/23/2016	103.25
	3D ENTERTAINMENT DISTRI	HAS/DD/0416	Normandy D-Day - April 2016	0	05/01/2016	05/23/2016	1,019.76
	3D ENTERTAINMENT DISTRI	HAS/SO/0416	JMC Secret Ocean - April 2016	0	05/01/2016	05/23/2016	953.26
	BIG & DIGITAL, LLC	1961	Watermelon Magic - April 2016	0	04/30/2016	05/23/2016	58.85
	GIANT SCREEN FILMS	April	Tiny Giants royalties - April	0	04/30/2016	05/23/2016	396.90
	MUSEUM - PETTY CASH		Mower gas, guarantees	0	04/28/2016	05/23/2016	548.30
	NAT'L GEOGRAPHIC		License Lewis & Clark - April	0	04/30/2016	05/23/2016	158.10
	NAT'L GEOGRAPHIC		License Pandas - April	0	04/30/2016	05/23/2016	291.97
	NWAVE PICTURES DISTRIBL		License fee,Galapagos 3D-April	0	05/02/2016	05/23/2016	945.00
	REAL D INC.	April	Movie royalties - April 2016	0	04/30/2016	05/23/2016	644.50
	S K FILMS, INC.		Butterflies 35% of gross	0	04/30/2016	05/23/2016	304.50
							5,424.39
170-170.100-730.050	Office Supplir						
	US BANK CORPORATE PAYM	Amazon	Secure pens/v.s. booklet	0	04/22/2016	05/23/2016	19.38
							19.38
170-170.100-731.205	Concessions						
	PEPSI-COLA BOTTLING CO.	6152944	Soda & water for concessions	0	04/26/2016	05/23/2016	234.00
	PEPSI-COLA BOTTLING CO.	6153443	Soda & water for concessions	0	05/03/2016	05/23/2016	195.50
							429.50
170-170.100-731.210	Store Merch						
	ARK MEDIA GROUP, LTD.	161372	Store merch: Sea Monsters	0	04/21/2016	05/23/2016	11.00
	THEESEN/KENT//	06102015BK	Photo cards consigned 6/10/15	0	03/13/2016	05/23/2016	45.00
	TOYSMITH	0001331242	Store merch spray chalk	0	04/20/2016	05/23/2016	64.80
							120.80
170-170.100-731.215	Penny Pressr						
	PENNY MEN/THE//	April	Penny presser pmt - April 2016	0	04/30/2016	05/23/2016	63.92
							63.92
170-170.100-731.408	Educational E						
	US BANK CORPORATE PAYM	Acorn Naturalists	Rocks, minerals, tracks	0	04/02/2016	05/23/2016	60.80
	US BANK CORPORATE PAYM	Amazon	Crystal chards education	0	04/21/2016	05/23/2016	59.80
	WAL-MART COMMUNITY	06419	GV cups,white vinegar,van wfr	0	04/26/2016	05/23/2016	21.84
	WAL-MART COMMUNITY	02392	Spray, GV, lemon lime Kool-Aid	0	05/01/2016	05/23/2016	14.44
							156.88

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170-170.100-731.700	Wearing App: IN STITCHES EMBROIDERY	04222016	Visitor services - apparel	0	04/25/2016	05/23/2016	66.96
							66.96
170-170.100-737.100	Landscaping MUSEUM - PETTY CASH		Mower gas, guarantees	0	04/28/2016	05/23/2016	40.00
							40.00
170-170.100-737.210	Exhibit Suppl SCENTAIR TECHNOLOGIES I	0003708196	Scentair May-June 2016	0	05/01/2016	05/23/2016	59.00
							59.00
Total Dept. Museum administration:							27,975.67
Total Fund MUSEUM FUND:							27,975.67
Fund: 180 STREET FUND							
Dept: 000.000							
180-000.000-720.350	Training & Cc BERGMANN/DEB//		CDBG cert admin training	0	04/22/2016	05/23/2016	561.08
	NEWLUN JR./JACK//		Lodging,meal Waste Mgmt conf	0	04/19/2016	05/23/2016	330.35
	STONE/LINDSEY//		GIS symposium mileage,meals	0	02/29/2016	05/23/2016	436.39
	US BANK CORPORATE PAYM	Sheraton Hotels	GIS Symposium lodging	0	04/25/2016	05/23/2016	456.09
							1,783.91
180-000.000-726.050	Electricity HASTINGS UTILITIES	10128	Electricity April 2016	0	05/23/2016	05/23/2016	1,006.88
							1,006.88
180-000.000-726.060	Traffic Signal HASTINGS UTILITIES	10152	Traffic lights - April 2016	0	05/03/2016	05/23/2016	941.38
							941.38
180-000.000-726.100	Natural Gas HASTINGS UTILITIES	09330010	1100 West A 3/7-4/7/16	0	03/07/2016	05/23/2016	50.23
	HASTINGS UTILITIES	09330020	1010 West A 3/7-4/7/16	0	03/07/2016	05/23/2016	206.37
							256.60
180-000.000-726.150	Sewer HASTINGS UTILITIES	09330020	1010 West A 3/7-4/7/16	0	03/07/2016	05/23/2016	98.51
							98.51
180-000.000-726.200	Telephone VIAERO WIRELESS	14809	Pks,Wacker cell 3/21-4/20/16	0	04/20/2016	05/23/2016	2.48
							2.48
180-000.000-726.250	Water HASTINGS UTILITIES	09330010	1100 West A 3/7-4/7/16	0	03/07/2016	05/23/2016	26.73
	HASTINGS UTILITIES	09330020	1010 West A 3/7-4/7/16	0	03/07/2016	05/23/2016	66.66
							93.39
180-000.000-727.500	R & M Heavy AUTO VALUE-HASTINGS	70-452208	Filter	0	04/21/2016	05/23/2016	18.13
	AUTO VALUE-HASTINGS	70-452419	Stop tail lamp #64	0	04/25/2016	05/23/2016	19.67
	AUTO VALUE-HASTINGS	70-452398	Wire connector #64	0	04/25/2016	05/23/2016	73.87
	DEB'S UPHOLSTERY	450654	Seat repair #18	0	04/28/2016	05/23/2016	80.00
	ESPRESSO SHIPPING	102970	Duplicate payment	0	09/30/2015	05/23/2016	-13.81
	FLEET PRIDE, INC.	76844706	Plug in for tac tank #53	0	04/27/2016	05/23/2016	70.99
	HASTINGS OUTDOOR POWE	5650	Blower carb kit	0	04/21/2016	05/23/2016	14.56

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	N A P A AUTO PARTS	623539	Filter	0	04/21/2016	05/23/2016	40.72
	N A P A AUTO PARTS	623820	Filter	0	04/22/2016	05/23/2016	11.56
	N A P A AUTO PARTS	623721	Filter	0	04/21/2016	05/23/2016	8.98
	N A P A AUTO PARTS	625022	Switch #53	0	04/27/2016	05/23/2016	14.36
	N A P A AUTO PARTS	625073	Hone spindle bushings #22	0	04/27/2016	05/23/2016	170.26
	N A P A AUTO PARTS	626345	Air hammer for asphalt truck	0	05/03/2016	05/23/2016	149.00
	NE ENVIRONMENTAL PRODI	N7160513	Filter	0	04/21/2016	05/23/2016	322.02
	PLATTE VALLEY COMMUNIC.	28687	New radio #14	0	05/02/2016	05/23/2016	499.75
	UNITED AUTOMOTIVE DISTR	79226	14 shrink tube, injector clnr	0	05/04/2016	05/23/2016	88.36
	VANS PRO PRO BODY, LLC	1095	Paint cab and box #11	0	04/22/2016	05/23/2016	3,429.00
							4,997.42
180-000.000-727.800	R & M Vehicle						
	DEB'S UPHOLSTERY	450652	Seat repair #97	0	04/25/2016	05/23/2016	294.00
	FASTENAL COMPANY	NEHAS125509	Bolts	0	04/22/2016	05/23/2016	8.76
	N A P A AUTO PARTS	625371	Motor mount #69	0	04/28/2016	05/23/2016	21.34
	N A P A AUTO PARTS	626214	Credit	0	05/03/2016	05/23/2016	-0.79
							323.31
180-000.000-729.050	Dues & Subs						
	CHARTER COMMUNICATION	0034330	Internet svcs 5/4-6/3/16	0	05/16/2016	05/23/2016	55.00
							55.00
180-000.000-729.150	Other Operat						
	ADAMS COUNTY COURT	ZET6202517	T Dassinger, overweight ticket	0	05/02/2016	05/23/2016	198.00
							198.00
180-000.000-730.050	Office Supplie						
	BUSINESS WORLD PRODUC	16477	Supplies,files,labels,bndr clp	0	04/29/2016	05/23/2016	117.84
	BUSINESS WORLD PRODUC	16477-01	Cleaner, storage boxes	0	04/29/2016	05/23/2016	5.29
							123.13
180-000.000-731.050	Asphalt & Ce						
	CONSOLIDATED CONCRETE	205582	2 cy L4000	0	04/26/2016	05/23/2016	222.00
	CONSOLIDATED CONCRETE	205657	1.75cy SG3500,2.5cy L4000	0	04/28/2016	05/23/2016	436.19
	CONSOLIDATED CONCRETE	205699	.5cy L4000	0	04/29/2016	05/23/2016	75.00
	CONSOLIDATED CONCRETE	204651	4cy L4000	0	04/06/2016	05/23/2016	412.00
	CONSOLIDATED CONCRETE	204717	44.5cy L4000	0	04/07/2016	05/23/2016	4,405.50
	CONSOLIDATED CONCRETE	204829	12cy L4000	0	04/08/2016	05/23/2016	1,188.00
	CONSOLIDATED CONCRETE	204902	6.75cy L4000	0	04/11/2016	05/23/2016	681.75
	CONSOLIDATED CONCRETE	205036	12.75cy L4000	0	04/13/2016	05/23/2016	1,291.75
	CONSOLIDATED CONCRETE	205112	11.5cy L4000	0	04/14/2016	05/23/2016	1,173.00
	CONSOLIDATED CONCRETE	204966	11.5cy L4000	0	04/12/2016	05/23/2016	1,173.00
	CONSOLIDATED CONCRETE	205255	1.75cy L4000	0	04/19/2016	05/23/2016	173.69
	CONSOLIDATED CONCRETE	205284	1cy L4000	0	04/20/2016	05/23/2016	99.25
	CONSOLIDATED CONCRETE	205319	2.5cy L4000	0	04/21/2016	05/23/2016	262.50
	CONSOLIDATED CONCRETE	205430	5.75cy L4000	0	04/22/2016	05/23/2016	562.69
	CONSOLIDATED CONCRETE	205514	6cy L4000	0	04/25/2016	05/23/2016	612.75
	CONSOLIDATED CONCRETE	138286	3.36 ton fill sand-asphalt crw	0	04/19/2016	05/23/2016	23.49
	PAULEY LUMBER CO./W.G./	51838	Concrete broom	0	04/08/2016	05/23/2016	23.99
	VONTZ PAVING, INC.	10460-905	4.22 tons of asphalt	0	04/29/2016	05/23/2016	282.74
	VONTZ PAVING, INC.	10460-901	8.19 tons of asphalt	0	04/25/2016	05/23/2016	548.73
							13,648.02
180-000.000-731.250	Fuel & Oil						
	CROP PRODUCTION SERVIC	29661877	31.4 gals propane	0	04/28/2016	05/23/2016	31.71
	CROP PRODUCTION SERVIC	29383143	40 gals propane	0	04/11/2016	05/23/2016	40.40

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	THOMSEN OIL CO.	246967	651.7gals n/l, 800gals diesel	0	04/21/2016	05/23/2016	1,148.00
	THOMSEN OIL CO.	246967	651.7gals n/l, 800gals diesel	0	04/21/2016	05/23/2016	1,107.89
	THOMSEN OIL CO.	246987	795gals n/l, 500gals diesel	0	04/28/2016	05/23/2016	717.50
	THOMSEN OIL CO.	246987	795gals n/l, 500gals diesel	0	04/28/2016	05/23/2016	1,351.50
	THOMSEN OIL CO.	247051	750gals n/l, 700gals diesel	0	05/05/2016	05/23/2016	1,106.00
	THOMSEN OIL CO.	247051	750gals n/l, 700gals diesel	0	05/05/2016	05/23/2016	1,406.25
	UNITED AUTOMOTIVE DISTF	79226	14 shrink tube, injector clnr	0	05/04/2016	05/23/2016	75.24
							6,984.49
180-000.000-731.400	Other Supplie						
	EARL MAY SEED & NURSER	00063029	Sod	0	05/02/2016	05/23/2016	62.50
							62.50
180-000.000-731.600	Signs						
	MIDWEST PAINT & SUPPLY		660gals white, 385gals yellow	0	04/29/2016	05/23/2016	9,666.25
	PAULEY LUMBER CO./W.G./	51471	1x4x12 for signs (3)	0	03/29/2016	05/23/2016	18.00
							9,684.25
180-000.000-731.700	Wearing Appi						
	US BANK CORPORATE PAYM	TSA	Street uniform shirts (23)	0	05/04/2016	05/23/2016	494.85
	WAL-MART COMMUNITY		Safety glasses - J. Langdon	0	04/09/2016	05/23/2016	348.00
							842.85
180-000.000-737.705	Shop Supplie						
	AUTO VALUE-HASTINGS	70-452792	Shop light	0	05/02/2016	05/23/2016	9.39
	BIG G COMMERCIAL ACCOU	536527	Tip soldering copper,misc fstn	0	05/03/2016	05/23/2016	6.70
	FASTENAL COMPANY	NEHAS125893	Drill bits	0	05/04/2016	05/23/2016	7.52
							23.61
180-000.000-738.050	Hand Tools						
	BIG G COMMERCIAL ACCOU	536002	Pick up reacher,clip tensioner	0	04/28/2016	05/23/2016	41.70
	HASTINGS OUTDOOR POWE	5804	Chain saw blades	0	04/27/2016	05/23/2016	49.98
	MENARDS - HASTINGS	05702	Shovel,drain spade,tie straps	0	04/29/2016	05/23/2016	44.64
	MENARDS - HASTINGS	05218	Putty knife, tie straps	0	04/22/2016	05/23/2016	28.90
							165.22
180-000.000-743.700	Tools & Misc						
	TRACTOR SUPPLY COMPAN	236486	Spray gun for weeds,misc parts	0	05/03/2016	05/23/2016	62.47
							62.47
							Total Dept. 000000: 41,353.42
							Total Fund STREET FUND: 41,353.42
Fund: 190 KENO BETTERMENT F							
Dept: 000.000							
190-000.000-742.420	Departmenta						
	BEYKE SIGNS, INC.	21957	Lettering & graphics #86	0	05/03/2016	05/23/2016	455.00
							455.00
							Total Dept. 000000: 455.00
							KENO BETTERMENT FUND: 455.00
Fund: 366 BAN/STREET CONSTR							
Dept: 000.000							
366-000.000-742.320	New Street C						
	HASTINGS TRIBUNE	cityclerk	A2013-1,A2015-1,S2016-2 bids	0	04/30/2016	05/23/2016	22.43
							22.43
366-000.000-742.517	A2013-1 alley						
	HASTINGS TRIBUNE	cityclerk	A2013-1,A2015-1,S2016-2 bids	0	04/30/2016	05/23/2016	22.43

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							22.43
366-000.000-742.519	A2015-1 Sau						
	HASTINGS TRIBUNE	cityclerk	A2013-1,A2015-1,S2016-2 bids	0	04/30/2016	05/23/2016	22.43
							22.43
						Total Dept. 000000:	67.29
						T CONSTRUCTION FUND:	67.29
Fund: 410	VARIOUS PURPOSE FI						
Dept: 000.000							
410-000.000-720.300	Professional						
	WELLS FARGO BANK -MINNE	1314220	Paying agt fee 5/30/16-5/29/17	0	05/02/2016	05/23/2016	750.00
							750.00
410-000.000-830.246	2013 Ref. Bo						
	WELLS FARGO CORP. TRUS	1308996	2013B,2013 bds due 6/15/16	0	04/25/2016	05/23/2016	200,000.00
							200,000.00
410-000.000-840.246	2013 Ref. Bo						
	WELLS FARGO CORP. TRUS	1308996	2013B,2013 bds due 6/15/16	0	04/25/2016	05/23/2016	3,150.00
							3,150.00
410-000.000-840.247	2013B Ref. B						
	WELLS FARGO CORP. TRUS	1308996	2013B,2013 bds due 6/15/16	0	04/25/2016	05/23/2016	11,675.00
							11,675.00
						Total Dept. 000000:	215,575.00
						ARIOUS PURPOSE FUND:	215,575.00
Fund: 610	LANDFILL FUND						
Dept: 000.000							
610-000.000-720.300	Professional						
	ESSENTIAL SCREENS	2942	Oreskovich backgrnd ck	0	05/02/2016	05/23/2016	44.00
	FAMILY MEDICAL CENTER O	1891923702	Dustin Locking - hep B #2	0	04/18/2016	05/23/2016	40.00
	OLSSON ASSOCIATES	250998	Proj #012-0631,grndwtr rept	0	04/20/2016	05/23/2016	1,141.61
							1,225.61
610-000.000-720.350	Training & Cc						
	YORK/MICHELLE//		Mileage 4/7-5/4/16	0	05/04/2016	05/23/2016	41.58
							41.58
610-000.000-721.050	Postage						
	US BANK CORPORATE PAYM	USPS	Certified letter sent-Scotty E	0	05/02/2016	05/23/2016	6.47
							6.47
610-000.000-726.050	Electricity						
	HASTINGS UTILITIES	10128	Electricity April 2016	0	05/23/2016	05/23/2016	387.76
							387.76
610-000.000-726.100	Natural Gas						
	SOURCE GAS	201804181146	Service 3/23-4/25/16	0	04/27/2016	05/23/2016	116.59
							116.59
610-000.000-727.200	R & M Buildir						
	PARAMOUNT LINEN	88289	Mats/coveralls	0	04/29/2016	05/23/2016	20.25
	PARAMOUNT LINEN	86179	Mats/coveralls	0	04/22/2016	05/23/2016	20.25
							40.50
610-000.000-727.500	R & M Heavy						
	FAIRBANKS SCALES, INC.	1273712	Semi-annual inspect 4/20/16	0	04/22/2016	05/23/2016	419.75

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Page: 21

City of Hastings

qqqq

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
	FASTENAL COMPANY	NEHAS125651	Doppstadt-bolts,nuts,washers	0	04/27/2016	05/23/2016	212.61
	N A P A AUTO PARTS	624827	Air filter #110	0	04/27/2016	05/23/2016	4.52
	PAVELKA TRUCK & TRAILER	6691	Electrical #115	0	04/13/2016	05/23/2016	252.94
	PLATTE VALLEY COMMUNIC.	28695	LF 4 - radio battery	0	05/04/2016	05/23/2016	85.00
	UNIVERSAL HYDRAULICS, IN	22619	Reseal cylinder, kit #115	0	04/19/2016	05/23/2016	1,178.00
	VERIZON WIRELESS	9764301774	Mach to mach #110 3/24-4/23	0	04/23/2016	05/23/2016	39.02
							2,191.84
610-000.000-727.600	R & M Office						
	EAKES OFFICE SOLUTIONS	S124627	3991 copies - scale office	0	04/21/2016	05/23/2016	118.13
							118.13
610-000.000-727.800	R & M Vehicle						
	MID-CITY AUTO SUPPLY, INC	01181530	Leaf spring rear #99	0	05/05/2016	05/23/2016	65.00
							65.00
610-000.000-730.050	Office Supplies						
	BUSINESS WORLD PRODUC	626986	Calc tape,mrkrs,notepads	0	04/27/2016	05/23/2016	46.62
							46.62
610-000.000-731.250	Fuel & Oil						
	THOMSEN OIL CO.	246993	1033.6 gals #2 diesel	0	05/03/2016	05/23/2016	1,216.95
	THOMSEN OIL CO.	246975	233.4 gals #2 diesel	0	04/25/2016	05/23/2016	334.93
							1,551.88
							Total Dept. 000000: 5,791.98
							tal Fund LANDFILL FUND: 5,791.98
							Grand Total: 655,891.92

CITY OF HASTINGS PUBLIC SERVICES
ENGINEERING, STREET & LANDFILL
REPORT FOR APRIL 2016

April 04: Solid Waste Operator Interview with Kevin Stiegemier
Solid Waste Operator Interview with Ken Junker
Solid Waste Operator Interview with Mike Miller

April 05: Meeting with Megan Dykeman to discuss re-zoning of Dykeman's Pond property
Complete Streets Meeting

April 06: Hastings Auditorium Progress Meeting

April 07: Hastings Landfill Replacement Wells meeting
Solid Waste Operator Interview with Steve Peddicord
Solid Waste Operator Interview with Zach Oreskovich

April 08: Pre-Construction Conference Meeting regarding SID 2015-1 9th Street – 2nd Avenue – Elm Avenue to Ash Avenue

April 11: Stakeholder Meeting- S-6-4(1022) Hastings Southeast; CN 41086 regarding US #6

April 12: Solid Waste Operator Interview with Delbert Salvage

April 13: Brewery development meeting
Leadership of Hastings meeting

April 18: Pre conference meeting regarding the water project for Hastings college

April 20: Hastings Auditorium Progress Meeting

April 21: Hastings Library Renovation Meeting

April 26: Hope Field meeting with Mark Evans

April 28: Mechanical Board Meeting
Electrical Board Meeting

Miscellaneous:

- Conducted Utility/Engineering Staff Meetings and Work sessions
- Internal Staff Meetings
- Administration/Inspection oversight of projects

Respectfully submitted,


David L. Wacker, P.E.
Director Public Works
City Engineer



MONTHLY ACTIVITY REPORT

Month	April	Year	2016	Street Division	
Activity	#			Billed Out	Paid Out
1 Asphalt Street & Alley Maintenance		Tonnage		\$1,289.44	<u>\$12,449.21</u>
2 Central Garage	<u>38</u>	Equipment/ Vehicles Service & Repair			
3 Public Requests (phone, verbal, etc.)	<u>10</u>				
4 Public Requests Completed	<u>7</u>				
5 Concrete Street Maintenance	<u>2</u>	Contractor/ Utility Street Openings		<u>\$2,496.38</u>	
	<u>7</u>	Work Orders/Repair Street, Curbs, Inlets			
		Cubic Yards of Concrete			
6 Drainage Ditch line Maintenance	<u>30</u>	Machine Hours			
7 Gravel Road & Alley Maintenance	<u>51</u>	Machine Hours			
	<u>20</u>	Tons of Gravel/ Rock			
8 Litter Control/ Storm Damage	<u>430</u>	lbs.			
9 Mowing Public Right of Way	<u>162</u>	Machine Hours			
10 On-Call/Fires,Accidents,Storm Calls	<u>2</u>	Incidents			
11 Painting Streets & Parking Lots	<u>70</u>	Gallons of Paint			
12 Sign Maintenance	<u>77</u>	Signs Replaced or Requiring Maintenance			
	<u>9</u>	Replace Damaged Signs			
	<u>6</u>	Place New Signs			
13 Snow Removal & Ice Control	<u>0</u>	Equipment Hours Used for Snow Removal			
	<u>0</u>	Equipment Mileage Used for Ice Control			
14 Special Events Requiring Overtime	<u>1</u>	Events			
15 Street Sweeping	<u>441</u>	Miles of Street			
	<u>144</u>	Cubic Yards of Material			
16 Inlet Cleaning	<u>0</u>	Cubic Yards of Material			
17 Weed Control	<u>0</u>	Gallons of Chemicals			
18 Crack Seal Program	<u>1620</u>	lbs. of Tar			
19 Unleaded Fuel	<u>0</u>	Gallons			
20 Diesel Fuel	<u>0</u>	Gallons			

SOLID WASTE/WOOD WASTE VOLUME AND REVENUE REPORT

Month of APRIL 2016

SOLID WASTE FACILITY

Hastings/Adams County

Loose Tonnage	687.60 •
Compacted Tonnage	1,679.15 •
Special Waste Tonnage	67.69 • Asbestos = 66.99
Industrial Waste I Tonnage	18.26 •
Industrial Waste II Tonnage	0.03 •
Contaminated Soil/Sands	900.85 •

Regional Five-County Area

Loose Tonnage	222.07 •
Compacted Tonnage	591.49 •
Special Waste Tonnage	0.60 • Asbestos
Industrial Waste I Tonnage	0.00 •
Contaminated Soils/Sands	0.00 •
	4,167.74 •*

WOOD WASTE FACILITY

Hastings/Adams County and Regional Five-County Area

Total Tonnage of Incoming Wood Waste	140.23 *
Total Tonnage of Incoming Green Waste	4.67 *
	4,312.64 *

REVENUE INCOME

Solid Waste Facility

Cash	\$7,038.17 3 cy dirt, -0-RCCRedeemed
Charge	\$143,293.24
Special Waste Fees	\$6,430.08 *
Industrial Waste I Fees	\$986.04 *
Industrial Waste II Fees	\$72.00 *
Contaminated Soil/Sands	\$27,034.10 *
	* \$34,522.22

Wood Waste Facility

Incoming Wood Waste Revenue	\$5,299.56
Total Revenue of Natural Wood Chip Sales	\$357.90
Incoming Green Waste Revenue	\$250.56
Total Revenue of Compost Sales	\$14.77

***REVENUE GRAND TOTAL FOR THE MONTH** \$156,254.20

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

Prepared By: Janet Johnson Checked By: Gulayne Brown
Michelle Ford

**CITY OF HASTINGS
2015-2016 LANDFILL MONTHLY TOTALS**

MONTH	HASTINGS/ADAMS COUNTY					OUTSIDE ADAMS COUNTY					CASH	CHARGE	SPEC/INDR	TOTAL	DC/CY	RATIO CY/TON
	L-TON	C-TON	SP	IND	SOIL/SAND	L-TON	C-TON	SP	IND	S/S			SOIL/SANDS*			
10/2015	1,181.51	1,662.87	0.05	58.80	532.99	300.79	577.38	0.43	0.00	0.00	12,143.04	142,808.52	19,406.33	154,951.56	986	4.376/1
11/2015	580.49	1,524.76	3.44	61.99	436.82	142.33	582.25	0.60	0.00	0.00	7,810.48	112,480.72	17,106.46	120,291.20	586	5.687/1
12/2015	680.53	1,678.88	2.89	78.10	475.56	283.24	619.92	5.17	3.28	0.00	10,818.41	127,032.44	19,591.54	137,850.85	240	15.948/1
01/2016	888.37	1,425.02	5.54	30.98	403.90	205.24	544.86	0.14	0.00	0.00	8,581.32	117,171.06	14,543.98	125,752.38	30	116.802/1
02/2016	752.15	1,390.84	0.00	40.21	424.30	184.50	531.45	0.00	0.60	0.00	4,514.52	114,554.92	15,060.26	119,069.44	21	158.288/1
03/2016	1,385.27	1,622.46	1.56	50.85	428.85	260.74	638.80	0.00	0.00	0.00	6,788.84	134,581.46	15,880.40	141,370.30	1,781	2.464/1
04/2016	687.60	1,679.15	67.69	18.29	900.85	222.07	591.49	0.60	0.00	0.00	7,038.17	143,293.24	34,522.22	150,331.41	746	5.587/1
05/2016														0.00		
06/2016														0.00		
07/2016														0.00		
08/2016														0.00		
09/2016														0.00		
TOTAL	6,155.92	10,983.98	81.17	339.22	3,603.27	1,598.91	4,086.15	6.94	3.88	0.00	57,694.78	891,922.36	136,111.19	949,617.14	4,390	---

Oct 2015 /1 RCC Redeemed = .16 T (320 lbs)=\$10.50

Mar 2016 / 1 RCC Redeemed = .293T (585 lbs)=\$10.50

Nov 2015 /1 RCC Redeemed = .293T (585 lbs)=\$10.50

Apr 2016 / No RCC Redeemed

Dec 2015 / No RCC Redeemed

Jan 2016 /1 RCC Redeemed = .293T (585 lbs)=\$10.50

Feb 2016 / No RCC Redeemed

Industrial Waste I & Industrial Waste II

*Spec/Ind Waste/Soil/Sand Waste added together-Total \$'s

Prepared By:

Janet Johnson

Checked By:

Hulayne Brown
Michelle Yore

Updated 5/2/16

**CITY OF HASTINGS
2015-2016 WOOD WASTE FACILITY MONTHLY TOTALS**

MONTH	TOTAL TON INCOMING WOOD WASTE	TOTAL INCOMING \$	TOTAL CY STD CHIP SALES	TOTAL CY PREM CHIP SALES	TOTAL CHIP SALES	GRAND TOTAL	
10/2015	154.06	\$5,731.26	18.00	69.00	\$391.50	\$6,122.76	Parks 3.84 T Wd- N/C, 2 cy Prem Chips N/C
11/2015	131.40	\$4,644.12	53.00	0.00	\$48.53	\$4,692.65	
12/2015	282.74	\$3,512.46	5.00	0.00	\$10.55	\$3,523.01	Parks- N/C .69T Xmas Trees, Wd 185.35T N/C
01/2016	130.20	\$4,048.50	0.00	0.00	\$0.00	\$4,048.50	Xmas Trees, Wd 9.98 T N/C
02/2016	102.38	\$3,277.68	9.00	0.00	\$18.44	\$3,296.12	Parks- N/C 13.19 tons Wd
03/2016	157.01	\$4,791.24	67.00	16.00	\$225.79	\$5,017.03	Street = 2.95 tons Wd N/C Parks = 27.46 tons Wd N/C
04/2016	140.23	\$5,299.56	53.00	51.00	\$357.90	\$5,657.46	Street = .27 tons Wd N/C Parks-N/C Stand W Chips -10cy
05/2016						\$0.00	
06/2016						\$0.00	
07/2016						\$0.00	
08/2016						\$0.00	
09/2016						\$0.00	
TOTALS	1,098.02	\$31,304.82	205.00	136.00	\$1,052.71	\$32,357.53	

Oct 2015 - 1 RCC Redeemed = .17 T (350 lbs) = \$7.50

Prepared By: Janet Johnson Checked By: Shirleyne Brown
Michelle Ford

Updated 5/2/16

CITY OF HASTINGS
2015-2016 GREEN WASTE & COMPOST MONTHLY TOTALS

MONTH	TOTAL TON INCOMING GREEN WASTE	TOTAL INCOMING \$	TOTAL CY COMPOST SALES	TOTAL \$ COMPOST SALES	GRAND TOTAL
10/2015	3.24	\$180.00	3.00	\$6.33	\$186.33
11/2015	4.38	\$230.10	0.00	\$0.00	\$230.10
12/2015	3.07	\$166.74	0.00	\$0.00	\$166.74
01/2016	0.31	\$22.50	0.00	\$0.00	\$22.50
02/2016	0.00	\$0.00	0.00	\$0.00	\$0.00
03/2016	2.86	\$181.02	12.00	\$25.32	\$206.34
04/2016	4.67	\$250.56	7.00	\$14.77	\$265.33
05/2016					\$0.00
06/2016					\$0.00
07/2016					\$0.00
08/2016					\$0.00
09/2016					\$0.00
TOTALS	18.53	\$1,030.92	22.00	\$46.42	\$1,077.34

Prepared By: Janet Johnson Checked By: Gulayne Brown
Michelle Ford

CITY OF HASTINGS

2015-2016 USED OIL COLLECTION MONTHLY TOTALS

MONTH	TOTAL INCOMING USED OIL (GAL)	TOTAL INCOMING \$
10/2015	24.00	N/C
11/2015	49.00	N/C
12/2015	5.00	N/C
01/2016	19.00	N/C
02/2016	17.00	N/C
03/2016	66.00	N/C
04/2016	21.00	\$5.25
05/2016		N/C
06/2016		N/C
07/2016		N/C
08/2016		N/C
09/2016		N/C
TOTALS	201.00	\$5.25

approved by City Council,
11/2014

1/14/16-Tri State Oil Reclaimers
pickup 639 gal oil at .05/gal = \$31.95

2/1/16 - Tri State Oil
Reclaimers pickup oil at no
charge

3/1/2016 Tri State Oil
Reclaimers chrg \$.25 gal for
used oil & antifreeze

4/1/16 Fees Chrgd

Prepared By:

Janet Johnson

Checked By:

Shelayne Brown

Michelle Spivey



Summary Report: April 2016

On April 12th and 19th, we hosted training on Drug Interdiction taught by Trooper Greg Goltz from the Nebraska State Patrol. All patrol and investigators attended one of the presentations.

Also, on both training days, a local group catered lunch for our employees. This is the second time this “anonymous” group reached out to us in an effort to demonstrate their appreciation and to say thank you to our officers.

On April 26th we hosted a journalism class from Hastings College. Sergeant Hessler and Chief Kortum presented and answered questions.

	2016	2015	<i>Year to Date Totals</i>	
	APR	APR	YTD 2016	YTD 2015
Police				
Total Calls for Service	1705	1579	6746	5541
Incident Reports	297	301	1241	1052
Traffic Accidents	62	56	263	239
Part I Crimes	82	81	362	295
Community Service Officers				
Animal Calls	146	195	496	568
Animals Impounded	20	35	121	120
Two Hour Parking Violation	0	96	2	163
72 Hour Parking Violation	15	11	141	49
Code Violation	38	17	100	49
Communication Center				
911 Calls	999	930	3748	3498
All Other Calls	4462	4123	17093	15965

317 SOUTH BURLINGTON, HASTINGS, NEBRASKA 68901

www.hastingspolice.org

402/461-2380

pkortum@hastingspolice.org

CITY OF HASTINGS
DEVELOPMENT SERVICES DEPARTMENT
For the Month of April, 2016

Type of Permit	# of Permits	Fees	Valuation
Electric	60	\$3,539.00	\$640,232.00
Gas	44	\$920.00	
Plumbing			
Inspection	25	\$850.00	
Utilities		\$1,449.48	
Building			
Issued	14	\$3,604.46	\$871,366.54
Demolition	1	\$25.00	
Sign Permits			
Fence Permits	7	\$105.00	
Street Access Permits	4	\$60.00	
Moving Permits		\$0.00	
Roofing Permits	3	\$90.00	
Siding Permits	2	\$60.00	
Zoning and Filing Fees		\$44.00	
Out of District		\$0.00	
Electric Cards		\$1,140.00	
Plumbing Cards		\$1,390.00	
Gas Cards		\$2,580.00	
Electric Exams		\$400.00	
Plumbing Exams		\$100.00	
Gas Exams		\$150.00	
Occupation Tax		\$9,000.00	
Subtotals	160	\$25,506.94	\$1,511,598.54
HU Plbg. Reimbursement		\$1,421.07	
HU Out of District Fees		\$0.00	
Total Collected	160	\$24,085.87	

Respectfully submitted



Joe Patterson
City Administrator

City of Hastings
Development Service Department
For the Month Ending April, 2016

<i>Type of Work</i>	<i>Occupancy</i>	<i>No.</i>	<i>Building Valuation</i>
Addition			
	Residential, one and two family	1	13,000.00
	Utility miscellaneous	2	32,458.68
New			
	Residential, one and two family	1	543,083.86
	Utility Miscellaneous	2	120,524.00
Remodel			
	Business	2	101,000.00
	Residential, one and two family	4	27,300.00
	Storage, low hazard	1	4,000.00
	Utility miscellaneous	1	43,000.00
Total Building Valuation		14	\$884,366.54

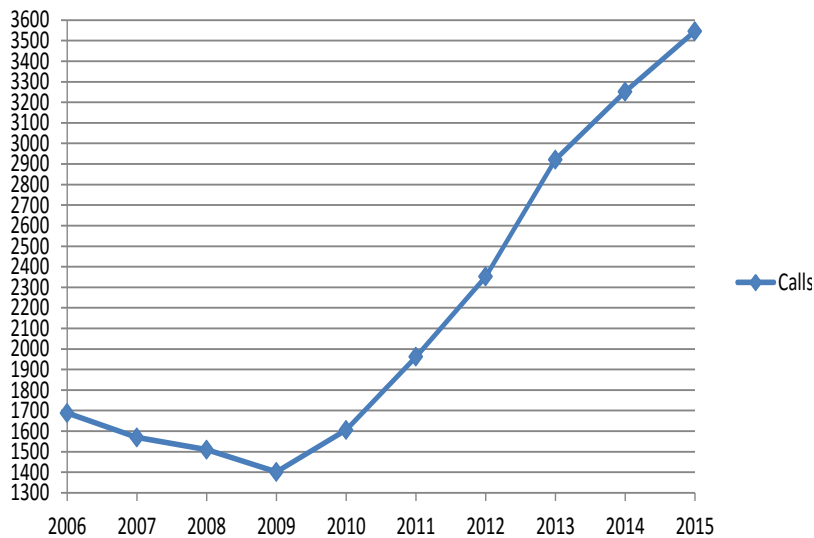
HASTINGS FIRE & RESCUE

MONTHLY COUNCIL REPORT

April 2016



Calls For Help



Calls For Help By Month

Month	2014	2015	2016
Jan	287	326	284
Feb	246	249	307
Mar	261	293	277
Apr	277	278	328
May	220	296	
Jun	282	288*	
Jul	321	303	
Aug	329	300*	
Sep	215	292*	
Oct	289	294	
Nov	277	325	
Dec	248	302	
Total	3252	3546	1196

Helping Our Neighbors

Hastings Rural = 9	Harvard = 4
Bladen =	Holstein =
Blue Hill = 3	Juniata = 3
Clay Center = 1	Kenesaw = 3
Campbell =	Lawrence =
Doniphan =	Red Cloud =
Edgar = 1	Roseland =
Fairfield = 2	Sutton = 2
Glenvil =	Trumbull = 3

Permits Issued

	Issued	Fees
Burn Permits	37	\$ 370
Fire & EMS Reports	3	\$ 15
Candle Permits	0	No Charge

Significant Events

EMS REVENUE

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2016	80,131	43,038	77,993	52,613									\$253,775
2015	23,723	31,856	61,356	60,841	38,864	52,084	66,906	46,352	45,119	45,838	45,907	49,191	\$568,037
2014	39,681	50,773	41,341	38,193	32,217	51,178	24,831	47,669	43,353	60,364	36,625	54,681	\$520,906
Adams Co. Subsidy:	\$62,500/yr												
MLH Subsidy:	\$25,000/yr												

COLLECTIONS

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2016													
Sent	21,054	7,724	24,898	11,909									\$ 65,585
Rec'd	1,770	1,020	1,125	1,287									\$ 5,202
2015													
Sent	7,871	8,077	7,252	4,949	12,130	9,093	18,643	12,903	5,568	18,184	14,855	18,398	\$137,923
Rec'd	0	0	0	4,874	1,114	1,041	1,284	2,411	1,027	422	625	2,030	\$ 14,828
2014													
Sent	14,086	14,903	6,968	9,948	5,904	9,151	10,667	4,294	11,251	10,339	12,433	6,343	\$116,287
Rec'd	530	1,303	877	1,825	(228)	1,509	608	795	0	2,826	1,420	1,370	\$ 12,835

Employee Highlights

Members Joining / Leaving the Department

Joining:

Leaving:

Parks & Recreation Department

April 2016

We had a few staff changes in the month of April. John Brown was promoted from Cemetery Maintenance Worker I to Cemetery Superintendent. He is replacing long time cemetery employee Ken Lueders who passed away.

With the promotion of John we filled his Maintenance I position. Luke Schenk was offered the position and accepted. He has worked for the Hastings College maintenance department for the last 13 years. He will start in May.

On the Parks side David Dedrick was promoted Maintenance Worker II at Duncan Field. We are in the process of interviewing for his Maintenance Worker I position at the Softball Complex.

Recreation

4/5 – Met with the Adult Softball League player's council on classifying teams and going over any rule changes.

4/6 – Auditorium renovation meeting.

4/10 – Youth volleyball Spring Spike tournament at Hastings High School.

12's – 6 teams, 14'2 – 7 teams

4/11,12 – Attended the Parks & Recreation Midwest Region conference in Omaha, NE.

4/13 – Attended the Healthy Hastings Summit held at CCC to talk about the Pioneer Spirit Trail and our Bicycle Sunday Fun Day event. Attended Leadership Hastings held at City Hall Council Chambers to talk about Parks and Recreation.

4/14 – Hosted an Umpire registration class at our office.

4/16,17 – Hosted a youth softball camp featuring former USA softball players. Camp was moved from Smith Complex to indoors at the YMCA both days.

57 campers attended from all over the state.

4/17 – Interviewed for a pool assistant manager.

4/18 – Hosted meetings with youth softball coaches to get season started.

4/19 – Hosted an umpire and score keeper training meeting at the Smith Complex.

4/21- Hosted an Adult softball captains meeting at the Community Center.

4/23,24 – Hosted an Adult Coed and Women's volleyball tournament at Hastings High School.

Coed – 13, Women's - 12

4/25 – Conducted an annual evaluation with a full time employee at the Auditorium, Bruce Morse.

4/28 – Hosted an MLB Pitch, Hit, Run competition at the Smith complex.

A total of 16 participated.

4/30 – Disc Golf tournament at Lake Hastings was rained out.

4//31 – Bicycle event on the Pioneer Spirit trail was rained out.

Parks

Mowing has been the main focus for the Parks Dept.

Hiring employees for the summer.

Working with the Street Dept. on the new bike trail.

Installing new benches and poured pads on the Bike trail and in Brickyard park.

Worked with Bimbo Bakery to upgrade the ballfields at Harms park.

Had meeting with Hastings College about the future of Hastings Baseball.

Worked on Ballfields for practices and games.

Tournaments have started out at the Softball Complex.

Director's Meetings

4/1	Cemetery Interviews
4/5	Complete Streets
4/5	Bimbo Bakery
4/6	City Auditorium Renovation
4/7	HU water department
4/10-4/12	Midwest Regional Conference
4/13	Healthy Hastings Summit
4/14	Adams County CVB Board
4/20	City Auditorium Renovation
4/21	Adams County CVB Board
4/25	Hastings College Baseball
4/25	Adams County CVB Board
4/26	Tree Board
4/29	Justin Evertson, NE Arboretum
4/29	Arbor Day Celebration

Auditorium

Under Renovation

Cemetery

Adult Burials = 15

Infant Burials = 1

Stone Permits = 19

Grave Sales = 20

Tent Setup = 1

Have the whole cemetery, including Mt. Sanai, sprayed for spring application. Been mowing and trimming. Water is turned on for the whole cemetery. Getting ready for summer help to start and for spring fertilizer application to get underway.

Parks & Recreation Department

March 2016

The City Auditorium renovation project is in the 3rd month of renovation. Everything looks to be on schedule for a July 15th substantial completion date. The lead architect and project superintendent did move on from their respective companies so replacements have been made. As of right now we see no concerns with the renovation.

Recreation

3/1 – KHAS radio interview of upcoming programs
3/2 – Attended Hastings College Career Fair recruiting seasonal help
3/3 – Met with an AED sales replace AED at auditorium.
3 /4 - Auditorium Renovation meeting
3/7 – Media coverage with Tribune doing a sports challenge to promote the Community Building.
3/8 – Interviewed with a Hastings College student on the upcoming city wide garage sale.
3/16 – Auditorium renovation meeting
3/19 – Hosted City wide Easter Egg hunt at brickyard park. Teamed up with North Shore Church to help hide eggs in the park.
3/19 – Trout was stocked at Heartwell park
3/22 – Interviewed with NBC Nebraska t.v. station about swim lesson enrollment.
3/24 – Conducted an annual evaluation for a part-time employee, Todd Jones.
3/30 – Conducted an annual evaluation for a part-time employee, Hunter Ellis.

Ordering supplies for the upcoming pool season, hiring staff, etc.

Parks

Baseball and Softball season has begun, the nice warmer weather has very thing starting earlier this year. Many of the fields being used for practices.
Parks put Duncan back together including plumbing, padding, dugouts and general cleanup for Hastings College Baseball. The elevator was worked on and the new playground was installed.
Stumps of trees we cut down this winter were removed.
The press box at Oswego was given a facelift.
Banners at the Museum were put up.
A fish drop happened at Heartwell Park.
Most bathrooms were opened up in the parks.
Bleachers were taken to Hastings College for the Track season.
Removed the Ice pond tarp and sides at Lib's.
Received the Boom truck from Utilities.
Started to mow the ballfields and the Parks.

Director's Meetings

3/2 Auditorium Renovation
3/4 Rotary Board

3/4 NeRPA Board
3/8 Safety Meeting
3/8 City Block Project
3/9 Healthy Hastings
3/9 City Block Project
3/10 CVB Board
3/10 Hastings Crush
3/11 Hastings YMCA
3/14 Whoopers & Hoopers
3/15 Les Giddens – Gametime Playgrounds
3/16 City Auditorium Renovation
3/16 Socrata
3/29 Tree Board
3/31 Steve Wagner – Summer Baseball League
3/31 City Block Project

Auditorium

N/A. Under Renovation

Cemetery

Adult Burials: 17
Grave Sales: 16
Stone Permits: 6

Working on hiring for summer seasonal help. We have started to get water boxes put together so we can turn on the water. Mulched blocks with leaves to get ready for spring spraying and fertilizing, reworking sprayer and attached to tractor. Got mulch kits off mowers to get ready for mowing season.

February 14, 2016

Mr. David Wacker, City Engineer

City of Hastings

220 N. Hastings Ave.

Hastings, NE 68901

Dear Mr. Wacker,

I am writing on behalf of American Legion Riders of Hastings Post 11 requesting a parade permit to conduct a parade on Saturday, June 18th 2016. This parade is to recognize all military veterans families and the community but also the rededication of the Hastings American Legion Park located on Osbourne Drive East. For those who live in Hastings, Adams County, and South Central Nebraska. The parade is scheduled to begin at 9:30 AM and will last approximately 1 hour. The required insurance certificate is attached.

Safety being of outmost concern to us, we would appreciate the coordination of both the City Police and Street Departments to make this parade flow smoothly. Members of the Veterans Association Parade Committee will be available to assist with traffic/safety control if needed.

Thank you for your consideration and I look forward to your approval Please advise me of any other requirements needed for us to receive a parade permit.

Sincerely,

Jesse Green

American Legion Riders 11/33

Secretary

American Legion Riders

Veteran's

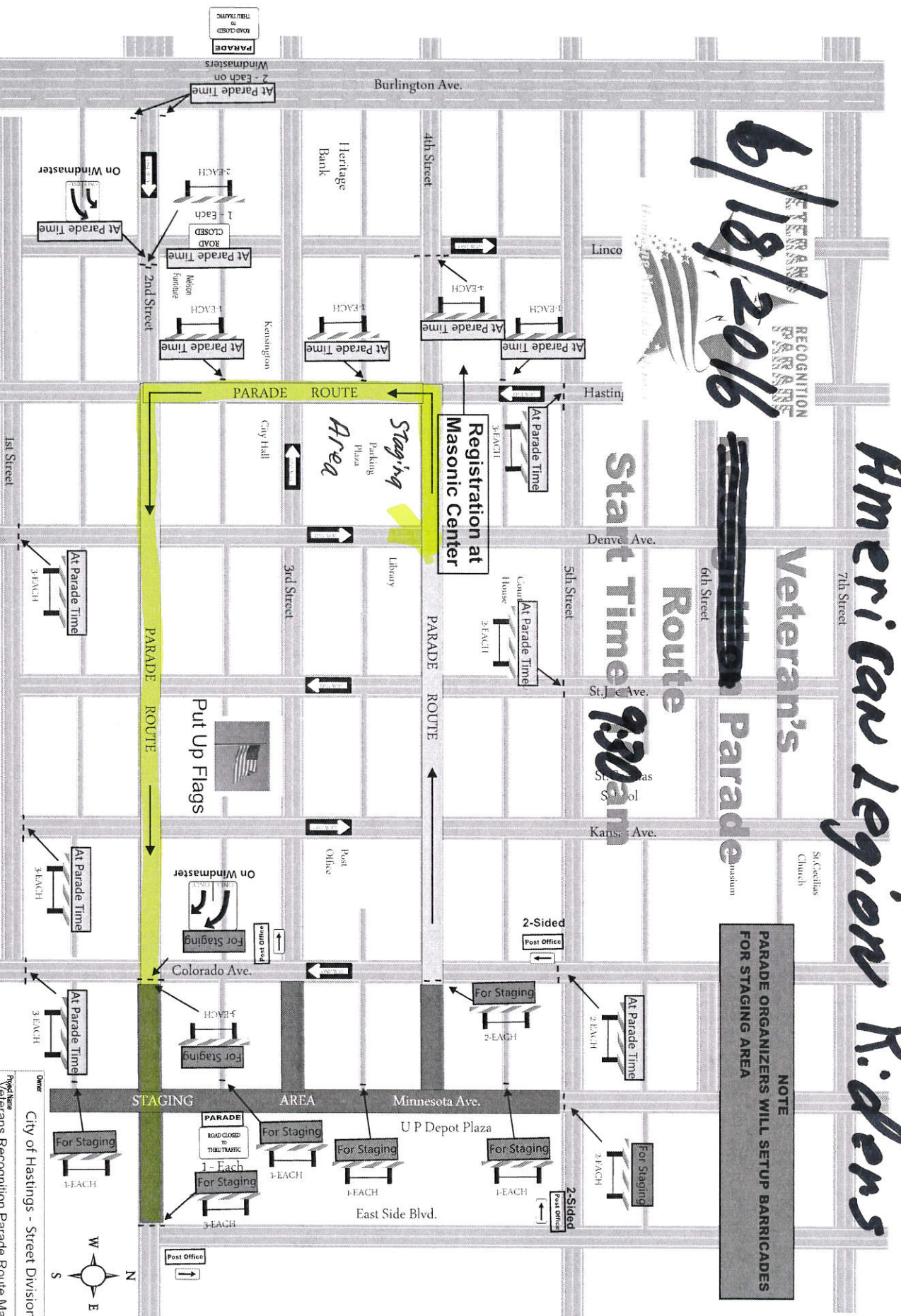
Parade

6/18/2016

Route

Start Time 9:30am

NOTE
PARADE ORGANIZERS WILL SETUP BARRICADES
FOR STAGING AREA



Street & Police Department
Set Up Barricades 1/2 hour Before Parade Time.

6AM - Street Dept. Will Cone Off Parking Stalls = 138 CONES
2ND STREET - Hastings Ave. to St. Joseph Ave.
HASTINGS AVE. - 2nd Street to 4th Street
4TH STREET - Hastings Ave. to St. Joseph Ave.

Project Name	Veterans Recognition Parade Route Map
Traffic Control Coordinator	Hastings Police Department
Phone	402-461-2341
Small Number	1 of 1
Prepared By	R. Douglas
Date	October 2012

**GARY
THOMPSON
AGENCY INC.**

GARY THOMPSON AGENCY, INC.
PO Box 2025
Hastings, NE 68902

lisag@gtainsures.com
Phone: (402) 463-0596 Fax: (402) 463-2143

MSE016F4685 Version 3

Quote is valid until 6/18/2016

To: **American Legion Post #11**CUSTOMER QUOTED****

From: Lisa Glass

lisag@gtainsures.com

Please bind effective: _____

Confirm optional coverages:

- ☐ Do not include any optional coverages.
☐ Include the following optional coverages from Section IV
(Taxes & Fees may apply to optional premium if purchased)
☐ Option 1 - Set-up and/or Take-down Coverage
☐ Option 2 - (add: \$50) - Rain Date Coverage
☐ Option 3 - (add: \$100) - Banner Coverage
☐ Option 4 - (add: *\$100.00) - Terrorism Coverage
*See Terrorism Section for Exact Pricing and Terms

Signature: _____

I. PREMIUM AND UNDERWRITING NOTES/REQUIREMENTS

COMMERCIAL LIABILITY POLICY INFORMATION

Carrier:	United States Liability Insurance Company
Status:	Admitted
A.M. Best Rating:	A++ (Superior) - IX

GENERAL LIABILITY OCCURRENCE/AGGREGATE

GENERAL LIABILITY PREMIUM

☐ \$100,000/\$200,000	\$308
☐ \$300,000/\$300,000	\$394
☐ \$300,000/\$600,000	\$407
☐ \$500,000/\$500,000	\$462
☐ \$500,000/\$1,000,000	\$473
☐ \$1,000,000/\$1,000,000	\$539
☒ \$1,000,000/\$2,000,000	\$550

ADDITIONAL QUOTE INFORMATION

Policy Minimum Premium: \$220

Personal & Advertising Injury: Same as the Occurrence Limit

Products Aggregate: See L-535

Damages to Premises Rented: \$100,000

Medical Payments: \$1,000

Refer to Covered Events section for event dates covered

Please contact us with any questions regarding the terminology used or the coverages provided.

Read the quote carefully, it may not match the coverages requested

Please note that we will not be able to bind coverage until we satisfy all Prior to Binding requirements.

Prior to binding, this account is subject to the following:

Special Events Requirements

- Local authorities have approved the parade route
- Binding order must be received prior to the start of the event or no coverage will be provided.
- If you have not already provided the mailing address, location address and additional insured information, we will need this information in order to bind coverage.

Underwriting Notes:

- Please provide the estimated number of attendees for this event.
- Thank you!

II. COVERED EVENTS

Event #1 - Downtown Streets, Hastings, NE 68901

Entity Type: (applicant is the organizer of the event)

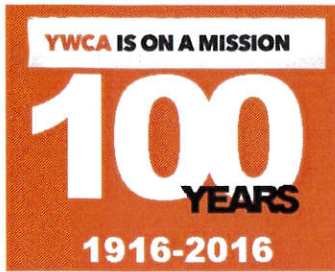
Event Coverages: General Liability

Event	Exposure	Start Date	End Date
Parade (applicant is the host of the event) (Liability)	1000 Attendees	6/18/2016	6/18/2016

Event Coverages	Exposure	Limit	Premium
Additional Insured - Managers or Lessors of Premises (Liability)	1 Per Additional Insured		Included

Please contact us with any questions regarding the terminology used or the coverages provided.

****Read the quote carefully, it may not match the coverages requested****



eliminating racism
empowering women
ywca



Michele Anderson

Julie Barber

Ingrid Bego

Shay Burk

Anne Cannon

Ronne Cook

Lisa Diecker

Kittie Grace

Wendy Harper

Jody Hitesman

Amy Hermes

Marcie Kemnitz

Kristen Laing

Amy Landgren

Monica Munter

Brooke Pauley

Leota Rolls

Amy Skalka

Jody Stutzman

Arletta Towns

Shannon Welton

Joy White

May 2, 2016

Mr. David Wacker
City Engineer
220 N. Hastings
Hastings, NE 68901

YWCA Adams County's Annual 4th of July Parade & Celebration

Dear Mr. Wacker,

The YWCA is looking forward to hosting our Annual 4th of July Parade. We are asking that on the morning of July 4th, the City of Hastings close portions of 12th street, from Saint Joseph Avenue to Hastings Avenue, and on Hastings Avenue from 12th Street to 13th Street. We are hoping the city can approve this action from 11:30 until 12:30 on Monday July 4, 2016.

If the Street Department would place the barricades on the terrace of those three intersections, we will put them up and take them down.

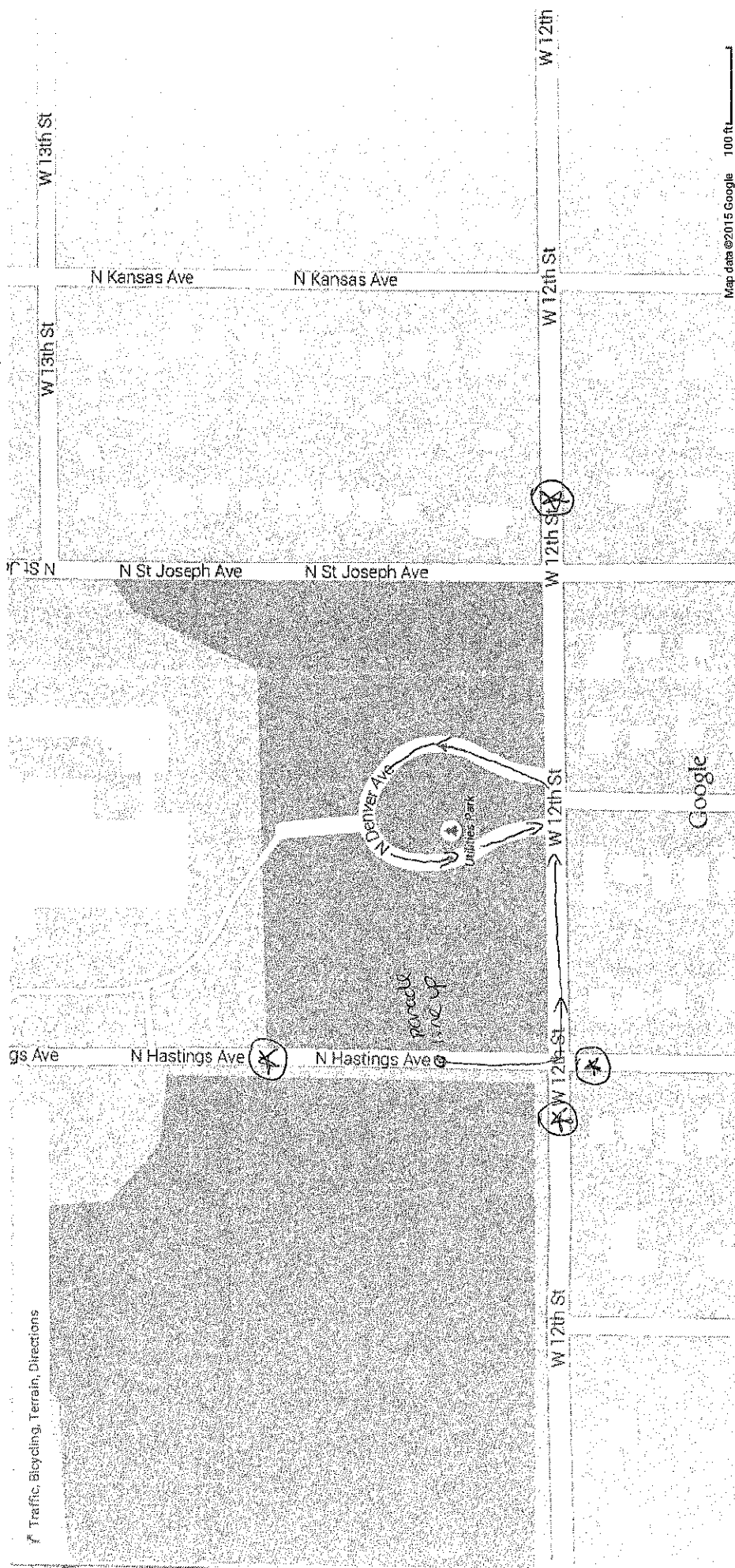
Thank you for your time and consideration.

Sincerely,

Laura Stutte

Laura Stutte
Executive Assistant
YWCA Adams County
lstutte@ywcaadamscounty.org

for every woman



⑤ = Road Block



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/5/2016

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

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

PRODUCER Gary Thompson Agency, Inc. 3606 Cimarron Plaza, Ste 280 Hastings NE 68901	CONTACT NAME: Janelle Lambie PHONE (A/C No. Ext): (402) 463-0596 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Ins. Companies INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C No.): (402) 463-2143 NAIC #
---	---	---

COVERAGES CERTIFICATE NUMBER: CL165508899 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			PHPK1405817	11/30/2015	11/30/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Carol Curry-Fisher/CF

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May 13, 2016

My name is Dana Reicks. I am the owner of Burlington Village.

Enclosed is a Google map of building 220 So. Burlington, Hastings, NE.

SASA is the main tenant located in the west end of the building.

They have an entrance on the west end of the building and on the south side of the building, and currently at this time there are no handicapped parking spaces.

I would like to request the city to consider making the two parking spaces on the southwest corner of the building 220 So. Burlington and along West A Street into handicapped spaces.

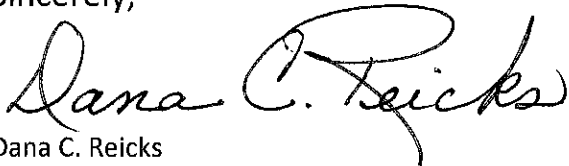
There are 2 ½ parking spaces at this location that would be perfect for being handicapped assessable. If we could make parking on both sides with the center being used for them to gain access in and out of their vehicles I believe, that would work the best.

SASA has an employee that works for them that is handicapped and they also have individuals that require handicapped parking.

My parking lot is used by SASA and the Burlington Village Laundry and Tanning and is usually fully occupied every day.

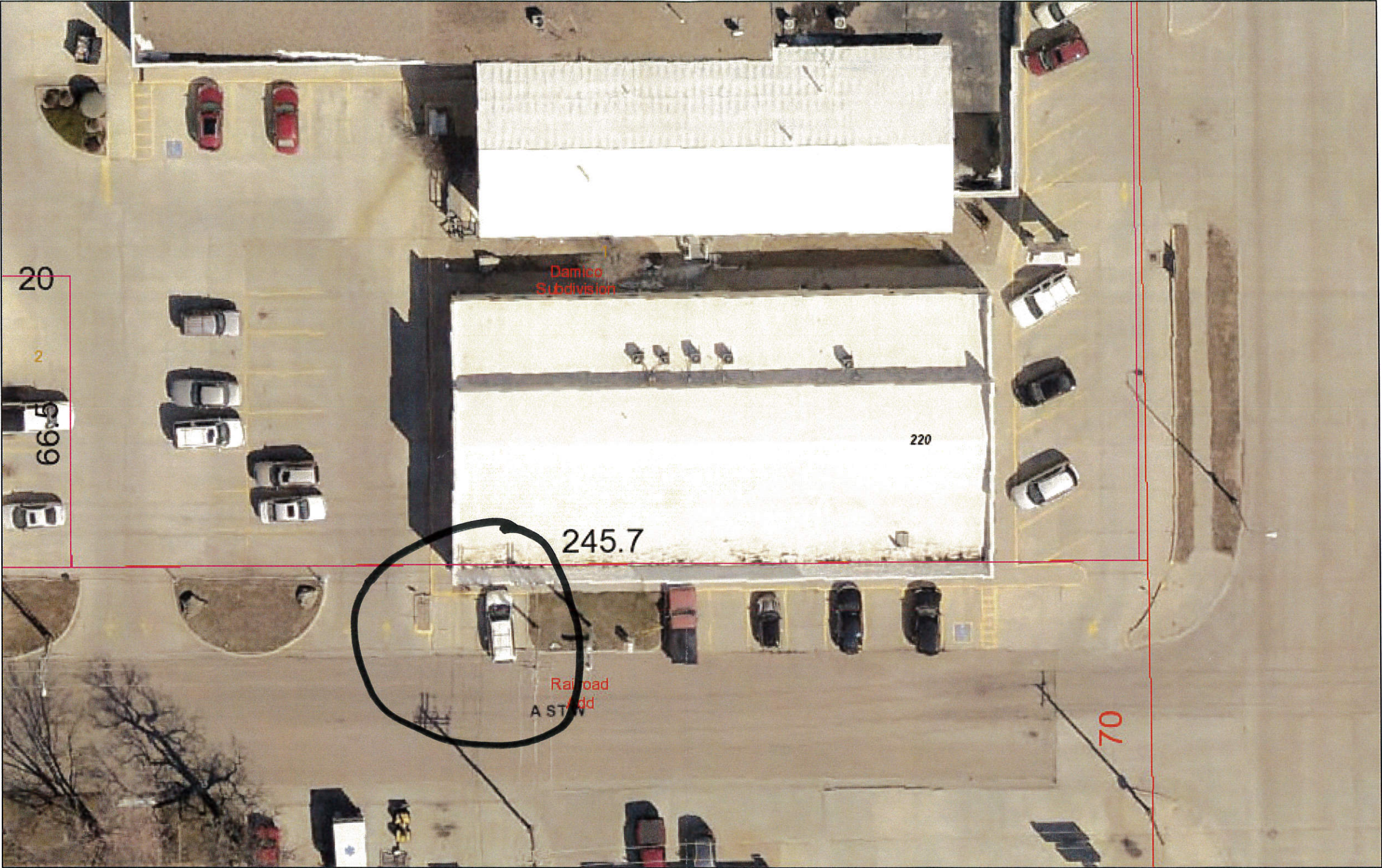
These two spaces would work the best for handicapped parking.

Sincerely,

A handwritten signature in black ink that reads "Dana C. Reicks". The signature is fluid and cursive, with the first name "Dana" being larger and more prominent than the last name "Reicks".

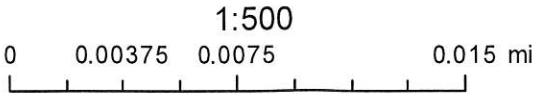
Dana C. Reicks
Burlington Village Laundry & Tanning
928 West A Street
Hastings, NE 68901
402-462-8122

928 W A St



March 30, 2016

- | | | |
|---|--|-----------|
|  Limits |  Subdivisions | Addresses |
|  OneMile |  Easements | |
|  TwoMile |  LOTS | |
|  Parcels |  BLOCKS | |



Department: City Attorney

Staff Contact:

Council Meeting Date: 05/23/2016

AGENDA ITEM SUMMARY SHEET

Description of Item:

Public Hearing pursuant to Neb. Rev. Stat. Section 18-2528 (4) on the Redevelopment Agreement for the City Block Project in downtown Hastings

Names of People/Business affected by this action:

The Mayor and City Council, citizens of Hastings, and Chief Industries, WRK Development, LLC, Hastings College, Mary Lanning Hospital

Why Council action is required:

No action at this Council meeting can be taken pursuant to Neb. Rev. Stat. 18-2528 (4). Action would have to be taken at a subsequent City Council meeting.

Type of action requested:

No Action Required

Suggested motion:

No motion is required. The Redevelopment Agreement cannot be approved at the same meeting that the Public Hearing is held. It would have to be approved at a subsequent City Council meeting

Deadlines associated with action:

Redevelopers would like to proceed as soon as legally possible.

Department head comments:

This Public Hearing pursuant to Neb. Rev. Stat. 18-2528 (4) is for the purpose of invoking the provisions dealing with Limited Referendum on the Redevelopment Agreement and all measures and actions related to the Redevelopment Agreement

City Administrator comments:

Recommend approval.

NOTICE

Notice is hereby given that the Mayor and City Council of the City of Hastings, Nebraska, will hold a public hearing on Monday, May 23, 2016, at 5:30 p.m. in the City Council Chambers located within City Hall at 220 North Hastings Avenue, Hastings, Nebraska, pursuant to Neb. Rev. Stat. §18-2528 (4) (a) on the proposed Redevelopment Agreement to be approved by the Mayor and City Council at a subsequent meeting of the Mayor and City Council. The proposed Redevelopment Agreement is for the redevelopment of the city block, legally described as:

Lots 1 through 24, Block 15, Original Town of Hastings, Adams County, Nebraska,
to be redeveloped by City Block Center Hospitality, LLC, a Nebraska limited liability company, City Block Center Housing, LLC, a Nebraska limited liability company, and City Block Center Mixed-Use, LLC, a Nebraska limited liability company (the Redeveloper). The proposed Redevelopment Agreement would provide for the following:

- A. Private improvements which would obligate the Redeveloper to acquire the above described real property and construct certain improvements on said property, including a new, approximately 75 room hotel, a new approximately 22,000 square foot mixed use facility, a new approximately 94 bed residential housing facility, and associated improvements. The estimated cost of this improvements is \$20,000,000.00 to be paid for by private investment by the Redeveloper.
- B. The City of Hastings would be obligated to make certain improvements on and around the above described real property including the construction of an approximately 15,000 square foot conference connecting link between the Hastings Auditorium and the private improvements which would involve the closing of 4th Street between Hastings Avenue and Denver Avenue and the relocation of storm sewer currently located within the to be vacated portion of 4th Street, and associated improvements; the creation of construction-ready pad sites for the hotel component, the housing component, and the mixed-use component of the private improvements; and acquisition and construction of appropriate on-street and off-street parking to support the private and City improvements. The City's cost of the foregoing improvements is capped at \$4,800,000.00, and would be paid for by a food and beverage tax to be adopted by the Mayor and City Council, monies committed by the City of Hastings Community Redevelopment Authority, Hastings Utilities, Hastings Economic Development Corporation, Adams County Convention and Visitors Bureau, and the Adams County Reuse Fund.

The purpose of this public hearing to hear and receive public comment and to invoke the provisions of Neb. Rev. Stat. §18-2528 (4) and make the Redevelopment Agreement and all measures and actions related thereto subject to limited referendum.

Kimberly S. Jacobitz
City Clerk

Publish 1 time not less than 5 days prior to May 23, 2016

REDEVELOPMENT AGREEMENT

(City Block Redevelopment Project)

THIS REDEVELOPMENT AGREEMENT (this “Agreement”) is entered into this ____ day of _____, 2016, by and between the Community Redevelopment Authority of the City of Hastings, Nebraska, a municipal corporation (the “Authority”), the City of Hastings, Nebraska, a Nebraska municipal corporation (the “City”), City Block Center Hospitality, LLC, a Nebraska limited liability company (“CBC Hospitality”), City Block Center Housing, LLC, a Nebraska limited liability company (“CBC Housing”), and City Block Center Mixed-Use, LLC, a Nebraska limited liability company (“CBC Mixed-Use”) (CBC Hospitality, CBC Housing, and CBC Mixed-Use are collectively referred to as the “Redeveloper”).

RECITALS

- A. The Authority is a duly organized and existing community redevelopment authority, a body politic and corporate under the laws of the State of Nebraska, with lawful power and authority to enter into this Agreement.
- B. The City, in furtherance of the purposes and pursuant to the provisions of Article VIII, Section 12 of the Nebraska Constitution and Neb. Rev. Stat. §§ 18-2101 to 18-2154, as amended (collectively, the “Act”), has adopted a Redevelopment Plan for a blighted and substandard area designated by the City, including the Redevelopment Area, which is more particularly described in the Redevelopment Plan.
- C. Redeveloper submitted a proposal for a redevelopment project designated as the City Block Redevelopment Project (the “Redevelopment Project”) to redevelop the Project Site, which is located in the Redevelopment Area and which is more particularly described on Exhibit “A” attached and the Site Plan affixed to Exhibit “A”.
- D. Chief Industries, Inc., a Delaware corporation (“Chief”) and WRK, L.L.C., a Nebraska limited liability company (“WRK”), and the Hegg Companies, Inc., a South Dakota corporation (“Hegg”) were approved as the “Developer of Record” for the Redevelopment Project by the City Council of the City of Hastings at a meeting on February 23, 2016 (Chief, WRK, and Hegg are collectively referred to herein as the “Developer of Record”).
- E. Developer of Record has created the three (3) affiliated entities that have been identified as the Redeveloper herein to develop and own separate parts of the Private Project, as described herein.
- F. Upon execution of this Agreement by the parties hereto, the Redeveloper shall have contracted to purchase the Redeveloper Property, which is located on

the Project Site and which is more particularly described on Exhibit "B" attached hereto.

- G. The proposed Redevelopment Project includes two components: the Municipal Project and the Private Project. The improvements to be constructed pursuant to the Municipal Project and the Private Project shall be collectively referred to herein as the "Project Improvements".
- H. In connection with the proposed Redevelopment Project, but outside of the scope of this Agreement, the City has commenced renovation of the existing Hastings Auditorium.
- I. The Municipal Project obligates the City to make certain improvements on the Project Site, including construction of an approximately 15,000 square foot conference connecting link between the Hastings Auditorium and the Private Project, and associated improvements; and the creation of construction-ready pad sites for the hotel component, the housing component, and the mixed-use component of the Private Project.
- J. The Private Project obligates the Redeveloper to acquire the Redeveloper Property and construct certain improvements on the Redeveloper Property, including a new approximately 75 room hotel, a new approximately 22,000 square foot mixed use facility, a new approximately 94 bed residential housing facility and associated improvements.
- K. The Private Project contemplates that CBC Hospitality, CBC Housing, and CBC Mixed-Use, the three affiliated entities of the Developer of Record, shall independently develop and own separate parts of the Redevelopment Property and the Private Project, as more particularly set forth herein.
- L. The Authority has approved the Redeveloper's proposed Redevelopment Project, including the utilization of tax-increment financing to assist in the cost of the eligible expenditures described in Article VIII of this Agreement.
- M. The City, the Authority and the Redeveloper desire to enter into this Agreement for redevelopment of the Project Site.

NOW THEREFORE, in consideration of the mutual obligations of the parties hereto, each of them hereby covenant and agree with each other as follows:

ARTICLE I **DEFINITIONS**

Unless the context otherwise requires, the following terms shall have the following meanings for all purposes of this Agreement, such definitions equally applicable to both the singular and plural forms and masculine, feminine and neuter gender of the terms defined:

A. “Act” means Article VIII, Section 12 of the Nebraska Constitution, Neb. Rev. Stat. § 18-2101 through 18-2154, as amended, and acts amendatory thereof and supplemental thereto.

B. “Authority” means the Community Redevelopment Authority of the City of Hastings, Nebraska, a municipal corporation.

C. “City” means the City of Hastings, Nebraska.

D. “Effective Date” shall mean January 1st of the year in which substantial completion is achieved for the Private Project.

E. “Eligible Expenditures” means only costs or expenses incurred by Redeveloper for public improvements that are eligible for reimbursement under the Act.

F. “CBC Hospitality” means City Block Center Hospitality, LLC, a Nebraska limited liability company, or its assignee, which assignment is subject to the approval of the Authority as required herein. CBC Hospitality shall construct, operate and manage the hotel improvements described herein that are part of the Private Project.

G. “CBC Housing” means City Block Center Housing, LLC, a Nebraska limited liability company, or its assignee, which assignment is subject to the approval of the Authority as required herein. CBC Housing shall construct, operate and manage the housing improvements described herein that are part of the Private Project

H. “CBC Mixed-Use” means City Block Center Mixed-Use, LLC, a Nebraska limited liability company, or its assignee, which assignment is subject to the approval of the Authority as required herein. CBC Mixed-Use shall construct, operate and manage the mixed-use improvements described herein that are part of the Private Project

I. For the purposes of this Agreement, the term “holder” in reference to a Mortgage shall be deemed to include any insurer or guarantor of any obligation or condition secured by such Mortgage or similar type of encumbrance who succeeds to or becomes subrogated to the rights of the mortgagee.

J. “Mortgage” means a mortgage, deed of trust or other instrument creating an encumbrance or lien as security for a loan

K. “Municipal Project” means the improvements to the Project Site and adjacent thereto to be undertaken by the City, which improvements are more particularly described in Article IV of this Agreement.

L. “Private Project” means the improvements to the Redeveloper Property and adjacent thereto to be constructed by the Redeveloper, which improvements are more particularly set forth in Article V of this Agreement.

M. “Project Completion Date” means December 31, 2017.

N. “Project Improvements” means all of the improvements to be constructed on the Project Site and adjacent thereto pursuant to this Agreement, including both the Private Project improvements and the Municipal Project improvements.

O. “Project Site” means all that certain real property situated in the City, more particularly described on Exhibit “A”.

P. “Redeveloper” means CBC Hospitality, CBC Housing, and CBC Mixed-Use, and their respective assignees, which assignment is subject to the approval of the Authority as required herein.

Q. “Redeveloper Property” means all that certain real property situated in the City, more particularly described on Exhibit “B”.

R. “Redevelopment Area” means the Redevelopment Area that is set forth in the Redevelopment Plan.

S. “Redevelopment Plan” means the Auditorium/City Block Redevelopment Plan (Plan Modification VIII to Redevelopment Plan I) prepared by the Authority and approved by the City pursuant to City Council Resolution No. 2015-7, a copy of which has been filed in the office of the City Clerk of the City Hastings.

T. “Redevelopment Project” means all of the improvements to the Project Site and adjacent thereto, including both the Municipal Project and the Private Project, defined herein.

U. “Tax Increment” means incremental ad valorem taxes generated by the Private Project which are allocated to and paid to the Authority pursuant to the Act.

V. “Tax Increment Debt” means any bonds, loans and advances of money or other indebtedness, including interest thereon, issued by the Authority or the City secured in whole or in part by tax revenues derived from the Tax Increment.

W. The term “valuation” shall mean the fair market value or assessed value as that term appears in the records of Adams County, Nebraska, for the relevant tax year.

ARTICLE II

EVIDENCE OF FINANCIAL ABILITY

The Redeveloper shall, no later than ninety (90) days following the execution of this Agreement, provide to the City and the Authority evidence of availability of the specific amount of finances necessary for purposes of carrying out the commitment of the Redeveloper in connection with acquisition of the Redeveloper Property and construction of the Private Project. To the extent allowed by law, the City and the Authority agree to keep said information confidential. Such information shall state the amount and source of liquid assets on hand or immediately available to the Redeveloper for use in the Private Project; and shall state the amount and source of debt financing which is available, or irrevocably committed, to the Redeveloper for use in acquiring the Redeveloper Property and completing the Private Project. Such information shall be provided in a form satisfactory to the City and the Authority, and evidence of loan commitments shall include all of the documents evidencing the loan commitment, acceptance by the Redeveloper, the purposes of the loan, the authorized use of loan funds, and all other terms and conditions of the loan commitment, the acceptance, and the loan. Submittal of such financial information in a form satisfactory to the City and the Authority shall be a condition precedent to the requirement of the City and the Authority to proceed with their obligations under this Agreement, including the City's obligation to convey the Redeveloper Property as set forth in Article III.

ARTICLE III

REDEVELOPER PROPERTY

3.01 Conveyance of the Redeveloper Property. The City agrees to sell to the Redeveloper, and the Redeveloper agrees to buy from the City, the Redeveloper Property, which shall include all of the property legally described on Exhibit "B".

3.02 Purchase Price. The purchase price for the Redeveloper Property shall be One and No/100 Dollars (\$1.00) (the "Purchase Price"), which Purchase Price shall be due at closing.

3.03 Title. At closing and after the approval of the Conditions Precedent described in Section 3.09 below, the City shall execute and deliver to Redeveloper Special Warranty deeds (the "Deeds") conveying title to the Redeveloper Property free and clear of all liens and encumbrances, except easements or restrictions of record which do not restrict Redeveloper's ability to implement the Redevelopment Project on the Redeveloper Property, and provided that title to the Redeveloper Property will be subject to any Permitted Exceptions as described in Section 3.07 below. Title shall also be subject to the restrictions set forth in this Agreement. In addition to the other conditions precedent set forth in Section 3.09 below, Redeveloper contemplates the creation of a condominium regime to create separate condominium units for the components of the Private Project, and to facilitate delivery of title at closing. Redeveloper shall, in its sole discretion, determine which portion of the Redeveloper Property shall be conveyed to CBC Hospitality, which portion of the Redeveloper Property shall be conveyed to CBC Housing and which portion shall be conveyed to CBC Mixed-Use.

3.04 Closing Costs. The City shall be obligated to prepare the Deeds and to pay the Nebraska Documentary Stamp Tax, if any, relating to the transfer. Redeveloper shall be obligated to prepare the Real Estate Transfer Statement and to pay the cost, if any, of filing said Deeds. Each party shall pay its own attorney fees. The City and Redeveloper agree to retain Charter Title & Escrow as the Closing Agent ("Title Company") to close this transaction and shall execute the Title Company's escrow closing agreement upon reasonable request. The City and the Redeveloper shall each pay one-half (1/2) of the expenses of the Title Company to close this transaction.

3.05 Taxes. The City warrants that the Redeveloper Property is currently exempt from real estate taxes. The Redeveloper shall pay all real estate taxes due on the Redeveloper Property for the period on or after the Closing Date.

3.06 Closing. The closing ("Closing Date") for the purchase and sale of the Redeveloper Property shall occur as soon as possible following the satisfaction of the conditions precedent set forth in Section 3.09, subject to the mutual scheduling of the City and the Redeveloper.

3.07 Title Insurance. Within fifteen (15) days from the date of this Agreement, Redeveloper shall obtain one or more title insurance commitments on the Redeveloper Property issued by the Title Company. The title insurance commitment shall show marketable title to the Redeveloper Property in the City in accordance with the terms and conditions of this Agreement, and shall agree to insure title in CBC Hospitality, CBC Housing, and CBC Mixed-Use in the amount of the project costs acceptable to the Redeveloper following closing in conformity herewith. The cost of the final title insurance policy shall be equally shared by the City and the Redeveloper.

The Redeveloper shall approve or disapprove title to the Redeveloper Property within fifteen (15) days after receipt of the title insurance commitment and the ALTA Survey, if ordered by the Redeveloper. If any defect in title is discovered during the examination of the title commitment by either the Redeveloper or the Redeveloper's attorney, the Redeveloper shall provide written notice of said defects to the City. The City shall have the option to cure such defect at City's sole cost and expense. If the City elects not to cure such defect, or if efforts to cure any such defect fail, the Redeveloper shall have the option to rescind this Agreement or to waive such defect and proceed to closing. Any matters reflected in the title commitment to which the Redeveloper does not object shall be deemed to be "Permitted Exceptions."

3.08 Possession. The City shall deliver possession of the Redeveloper Property to Redeveloper on the Closing Date.

3.09 Conditions Precedent. The Redeveloper's obligation to close on the purchase of the Redeveloper Property shall be contingent upon the following:

A. Inspection. Redeveloper or Redeveloper's authorized agent shall have the right to inspect the Redeveloper Property, at Redeveloper's expense, to determine the condition of the Redeveloper Property, which inspection may include, but shall not be limited to, a Phase I Environmental Site Assessment, flood plain determination, wetlands delineation, geotechnical soils report, and an ALTA Survey. Such reports or results shall be deemed satisfactory in Redeveloper's sole discretion.

B. Land Use Approvals. The City shall have provided or obtained all necessary governmental approvals including, without limitation: (i) a change of zone of the Redeveloper Property to the CP-2 Central Business District zoning classification with a Planned District overlay, and/or any other required zoning approvals to allow Redeveloper to use the Redeveloper Property for its intended purpose; (ii) a plat of subdivision of the Redeveloper Property necessary to create the legal lots of record to be conveyed to CBC Hospitality, CBC Housing, and CBC Mixed-Use, respectively, for the three (3) or more parcels required for the Private Project; (iii) vacation of the alley that bisects Block 15, Original Town of Hastings, from the East right-of-way line of North Hastings Avenue to the West right-of-way line of North Denver Avenue; and (iv) the vacation of 4th Street between the west right-of-way line of North Denver Avenue and the east right-of-way line of North Hastings Avenue.

C. Remonstrance Period. The City shall have approved the sale of the Redeveloper Property in compliance with all applicable laws and regulations, and the remonstrance period required pursuant to Neb. Rev. Stat. § 16-202 shall have been completed and satisfied, and the City shall have successfully completed its referendum process.

D. Condominium. Redeveloper shall have created a condominium regime on the Redeveloper Property to separate ownership of the various components of the Redevelopment Project.

E. No Referendum. There has not been a successful petition filed with the City as provided by Neb. Rev. Stat. §18-2528, §18-2529, and/or §18-2530 seeking Referendum or Limited Referendum which would cause this Redevelopment Agreement to be submitted to a vote of the citizens of the City of Hastings as provided therein.

F. Food and Beverage (a/k/a Restaurant) Tax. The City would adopt an ordinance providing for a food and beverage tax of one and one-half percent (1.5%) on the sale of food and beverages sold within the City of Hastings.

The conditions set forth in this Section 3.09 are for the benefit of Redeveloper and must be satisfied or waived before the Redeveloper is obligated to close on the purchase and sale of the Redeveloper Property. If Redeveloper determines, in Redeveloper's sole discretion, that the conditions have not been satisfied, Redeveloper shall have the right to rescind this Agreement.

3.10 Risk of Loss. Risk of loss or damage to the Redeveloper Property shall rest with the City until the delivery of possession to the Redeveloper. The City shall maintain all existing hazard insurance covering the Redeveloper Property in full force and effect up to and including the Closing Date. In the event, prior to closing of the Property and its conveyance to the Redeveloper, the Redeveloper Property is damaged by fire, explosion, casualty, or other cause, or in the event that condemnation proceedings are commenced against the Redeveloper Property or any part thereof, the Redeveloper shall have the right to rescind this Agreement.

ARTICLE IV **MUNICIPAL PROJECT**

4.01 Components of Municipal Project. In order to implement to the Municipal Project, the City, at its own cost and expense, shall cause the following improvements to be constructed on the Project Site in accordance with the Construction Documents, which improvements shall be referred to herein as the “Municipal Project Improvements”:

- A. First Priority: Relocation of utilities/communication facilities and the delivery of the Project Site necessary for the Private Project in Construction-Ready Condition;
- B. Second Priority: Design and construction of a new approximately fifteen thousand (15,000) square foot conference center link connecting the New Hotel, defined below, with the Hasting Auditorium (the “Conference Link”);
- C. Third Priority: Construction of a surface parking lot providing approximately one hundred (100) parking stalls on the Hastings Masonic Temple Association site (“Masonic Temple Parking Lot”) adjacent to the Project Site, with twenty-five (25) parking stalls in the Masonic Temple Parking Lot dedicated to the Private Project, and providing not less than one hundred (100) additional parking stalls within six hundred (600) feet of the Project Site which are currently and will remain available for the Private Project in the future (“Available Parking”); and
- D. Fourth Priority: Design and construction of certain streetscape improvements to North St. Joseph Street, North Denver Avenue, and North Hastings Avenue where such right-of-ways about the Project Site, including but not limited to decorative hardscape, landscaping, pedestrian lighting, and sewer and sidewalk improvements.

For purposes of this Agreement, the term “Construction-Ready Condition” shall require: (i) extension of utilities and infrastructure to within five (5) feet of the footprint of each building to be constructed on the Project Site, as reflected in the Construction Documents; (ii) relocation of all existing utility and communication facilities which exist in the Project Site; (iii) performance of demolition, site grading and excavation, and installation of soil stabilization measures including a geo-pier system to the satisfaction of Redeveloper; (iv) satisfaction of the compaction and fill

requirements of Redeveloper and/or its contractors; (v) vacation of the public right-of-way of West 4th Street from the East right-of-way line of North Hastings Avenue to the West right-of-way line of North Denver Avenue; (vi) rezoning the Project Site to the CP-2 Central Business District classification with a Planned District overlay; and (vii) any other preparation Redeveloper and/or its contractors deems necessary in order to begin construction on the Project Site.

4.02 Budget for Municipal Project. The City's cost and expense for the Municipal Project Improvements shall not exceed Four Million Eight Hundred Thousand and No/100 Dollars (\$4,800,000.00) (the "City Expense Cap") without the consent and approval of the City. For the purposes of this Agreement, if the City's cost and expense for the Municipal Project Improvements should exceed the Four Million Eight Hundred Thousand and No/100 Dollar (\$4,800,000.00) cap as set forth above, the City in its sole discretion shall be entitled to adjust or reduce the size and scope of the Municipal Project based upon City's modifications to the Municipal Project, provided that the City shall make such adjustments or reductions to the Municipal Project starting with the lowest priority identified above.

4.03 Available Parking. The parties agree that the Redeveloper's rights to use the Masonic Temple Parking Lot and other parking provided by the City pursuant to section 4.01(C) of this Agreement is intended to support and satisfy the parking needs of the Private Project, the existing City Auditorium, the Conference Link, the Hastings Public Library, and the Hastings Masonic Center. The parties acknowledge and understand that providing sufficient parking is necessary to obtaining the necessary financing for the Private Project and essential to the success of both the Municipal Project and Private Project. For the purposes of section 4.01(C), Available Parking shall mean a sufficient supply of unencumbered parking within a 600-foot radius of the Project Site to adequately support and ensure the marketability and utilization of both the Public Project and the Private Project. Should it be determined by either party in the future and sufficiently documented and exhibited through mutually accepted methods of measuring market performance that available parking is not reasonably sufficient to support both the Public Project and the Private Project, City shall be responsible for providing additional or designated parking by such means and upon such timing as would be mutually acceptable by the City and Redeveloper and which shall ensure that the lack of sufficient parking shall not cause economic hardship to the City or the Redeveloper. Mutually accepted methods of measuring market performance shall mean:

- a. Redeveloper is unable to obtain market rents for a housing project of similar age, amenities, geographic location, and quality, and the inability to obtain such rents can be directly attributed to insufficient Available Parking,
- b. Redeveloper is unable to maintain market housing occupancy rates for a housing project of similar age, amenities, geographic location, and quality, and the inability to maintain such occupancy rates can be directly attributed to insufficient Available Parking,

- c. A third party parking consultant, mutually agreeable to Redeveloper and City, makes a determination that the available parking is not reasonably sufficient to support both the Public Project and the Private Project, or
- d. The parties otherwise mutually agree that there is insufficient parking.

Should Redeveloper and City not reach mutual acceptance or agreement regarding the necessity of additional parking, the parties shall utilize the determination and recommendations of a third party parking consultant mutually agreeable to Redeveloper and City in order to establish parking sufficient to support both the Public Project and the Private Project.

The parties agree that the purpose of defining market performance is not to publicly support or enhance the competitiveness of the Private Project should a new facility of similar age, amenities, geographic location, and quality be constructed in the Hastings market.

If additional parking becomes necessary the City will implement a temporary solution by designating existing off-street and/or on-street parking for the housing component of the Private Project by sign, striping, or permitting within six hundred (600) feet of the Project Site to address the need for additional parking and proceed to the creation of a permanent solution by such means, including, but shall not be limited to the following within six hundred (600) feet of the Project Site: the acquisition or creation of additional public parking, the exclusive designation by sign, striping, or permitting of either off-street and/or on-street parking, or the exclusive designation by sign, striping, or permitting of current off-street and/or on-street parking or additional parking facilities.

If the City and/or the Authority is unable to provide the agreed upon required Available Parking as set forth herein, the Redeveloper shall have the right to reduce the size and scope of the Private Project and the various improvements included therein to create a private project that is properly sized based on the available parking.

ARTICLE V

PRIVATE PROJECT

5.01 In order to implement the Private Project, the Redeveloper cause to be constructed the following improvements on the Project Site in accordance with the Construction Documents:

A. Design and construction of an approximately forty-eight thousand (48,000) square foot, seventy-five (75) room hotel, which shall be designed and constructed with not less than seventy-five percent (75%) of the façade (excluding window area) comprised of brick or masonry (the “New Hotel”) to be contained in the Hotel Condo Unit;

B. Design and construction of an approximately twenty-two thousand (22,000) square foot mixed use facility, comprised of a combination of retail and office uses to be contained in the Mixed-Use Condo Unit; and

C. Design and construction of an approximately ninety-four (94) bed, sixty thousand (60,000) square foot residential housing facility to be contained in the Housing Condo Unit.

5.02 Condominium Regime. The Redeveloper shall independently develop separate parts of the Private Project constructed on the Redeveloper Property. Redeveloper reserves the right to subject the Private Project to a condominium regime to facilitate the separation and financing of the various components of the Private Project to create: (a) Hotel Condo Unit; (b) Mixed-Use Condo Unit; and (c) Housing Condo Unit. Redeveloper shall obtain the Authority's consent to the initial Declaration of Condominium Regime, which consent shall be supplied if the Declaration is consistent with the terms of this Agreement.

ARTICLE VI

CONSTRUCTION OF THE PROJECT IMPROVEMENTS

6.01 Project Improvements. The improvements to be constructed pursuant to the Municipal Project shall be referred to as the "Municipal Project Improvements" and the improvements to be constructed pursuant to the Private Project shall be referred to herein as the "Private Project Improvements". The Municipal Project Improvements and the Private Project Improvements shall be collectively referred to herein as the "Project Improvements". For the purposes of this Article VI, "Redeveloper Improvements" shall mean all of the portions of the Project Improvements for which the Redeveloper shall be responsible, as more particularly described in Section 6.04.

The anticipated investment in and construction cost of the Project Improvements shall be at least Twenty Million and No/100 Dollars (\$20,000,000.00).

6.02 Conditions Precedent. The Redeveloper's obligation to commence construction of the Redeveloper Improvements and complete them in accordance with the terms of this Agreement is conditioned upon:

A. The closing of the purchase and sale of the Redeveloper Property pursuant to Article III of this Agreement; and

B. Delivery of the Project Site by the City to Redeveloper in Construction-Ready Condition.

6.03 Construction Documents. Detailed site plan and final construction plans and specifications ("Construction Documents") have been prepared by Redeveloper for the Project Improvements. Redeveloper shall submit the

Construction Documents for the Private Project, and any material changes thereto, to the Authority, for review and approval or disapproval. If the Construction Documents, or modified Construction Documents, for the Private Project are in substantial conformity with the Redevelopment Plan and this Agreement, the Authority shall approve the Construction Documents and notify Redeveloper in writing of its approval. If the Authority does not approve or reject the Construction Documents within fourteen (14) days after receipt of said documents, all such documents shall be deemed to be approved.

6.04 Construction Manager; General Contractor.

A. The parties agree and acknowledge that Chief Construction Company ("Private Project Construction Manager"), an affiliate of Chief Industries, Inc., which is a Member of the Redeveloper, shall serve as the construction manager on all construction of the Private Project.

B. The City shall use a construction manager for the construction of the Municipal Project, pursuant to the Nebraska Political Subdivision Alternative Construction Act, Neb. Rev. Stat. § 13-2901 et. seq., except those components prohibited by Neb. Rev. Stat. § 13-2914. The City shall submit requests for proposals for the Municipal Project pursuant to Neb. Rev. Stat. § 13-2909. The construction manager selected for the Municipal Project shall be required to carry insurance policies in the same types and coverage amounts as the Private Project Construction Manager on the Private Project. The City shall submit a request for proposal to the Private Project Construction Manager for the construction management services for the Municipal Project, but acknowledges that said services may be awarded to a third party depending on the results of the proposals submitted to the City. If the City selects any construction manager other than Private Project Construction Manager for the Municipal Project, then notwithstanding anything in this Agreement to the contrary: (i) Redeveloper shall have no obligations with respect to the construction and completion of the Municipal Project Improvements and the City must enter into the appropriate agreements for the construction of the Municipal Project Improvements; and (ii) said contractor or construction manager shall have no interest in or rights with respect to this Agreement.

6.05 Time for Completion of Project Improvements. The construction of the Project Improvements shall be substantially completed on or before the Project Completion Date. Provided, Redeveloper shall have the right to request time extensions for completion of the Redeveloper Improvements for good cause.

6.06 Progress Reports. Until construction of the Redeveloper Improvements have been completed, Redeveloper shall make periodic reports in such detail and at such times as may be reasonably requested by the Authority as to the actual progress of Redeveloper with respect to construction of such Redeveloper Improvements. Subject to reasonable advance notification and approval of the timing of such access by the Private Project Construction Manager, and further subject to safety restrictions or requirements imposed by the Private Project Construction Manager, fire marshal or any governmental agency, the City and the

Authority shall inspect the Municipal Project Improvements on a monthly basis as part of the monthly progress payment process. The City shall be required to fund monthly progress payments for the Municipal Project, not to exceed the approved construction budget for the Municipal Project.

6.07 Certificate of Completion.

A. Promptly after completion by the Redeveloper of the Redeveloper Improvements, in substantial accordance with all provisions of this Agreement, the Redeveloper shall furnish to the Authority a Certificate of Completion in the form attached hereto as Exhibit "C". The Authority's having endorsed its written acceptance of the Certificate of Completion shall be a conclusive determination of satisfaction of the agreements and covenants in this Agreement with respect to the obligations of Redeveloper to construct the Redeveloper Improvements as shown on the approved Construction Documents and any amendments thereto. Nothing contained in this paragraph shall authorize the Redeveloper to issue a Certificate of Completion until all required construction of the Redeveloper Improvements is completed in accordance with the approved Construction Documents and any approved changes thereto, or to require the Authority to accept the same until the Authority shall have been furnished with such certifications, representations, undertakings and warranties of the Redeveloper and its architects and others as the Authority may reasonably require. As used herein, the term "completion" shall mean substantial completion of the required Project Improvements.

B. The Certificate of Completion shall be recorded by the Redeveloper in the office of the Register of Deeds for Adams County, Nebraska. If the Authority shall refuse or fail to endorse its acceptance upon the Certificate of Completion in accordance with the provisions of this section after being requested to do so by the Redeveloper, the Authority shall, within thirty (30) days after written request by the Redeveloper, provide the Redeveloper with a written statement indicating in what respect Redeveloper has failed to complete the Project Improvements in accordance with the provisions of this Agreement or is otherwise in default, and what measures or acts will be necessary in the opinion of the Authority, for Redeveloper to take or perform in order to obtain the Certificate of Completion. If the Authority does not provide such written response to the Redeveloper within the said thirty (30) day period as set forth above, the Certificate of Completion shall be deemed to be accepted by the Authority.

6.08 Contractors; Insurance; Ability to Perform. Private Project Construction Manager shall be required to obtain and keep in force at all times until completion of construction, policies of insurance including coverage for contractors' general liability, completed operations, automobile liability, and an adequate umbrella insurance policy. The minimum acceptable limits of liability to be provided by such insurance are: bodily injury of \$1 million per person or occurrence and property damage of \$500,000 per occurrence. The City and Authority and the Redeveloper shall be named as additional insureds.

Private Project Construction Manager or Redeveloper shall be required to purchase and maintain property insurance upon the Private Project to the full insurable value thereof. This insurance shall insure against the perils of fire extended coverage and shall include "All Risk" or "Builders Risk" insurance for physical loss or damage. Contractor or Redeveloper, as the case may be, shall furnish the Authority with a Certificate of Insurance evidencing policies as required above. The certificates shall specifically indicate that the insurance includes all extension of coverage required and shall state that the insurance companies shall give the Authority at least thirty (30) days' written notice in the event of cancellation of or material reduction in the coverage in any of the policies.

The Redeveloper, in choosing any contractor for construction of any of the Redeveloper Improvements, shall do so in part on the basis of ability to complete construction of the Redeveloper Improvements by the Project Completion Date.

6.09 Access to Project Site. Subject to reasonable advance notification and approval of the timing of such access by the Private Project Construction Manager, Redeveloper shall permit the representatives of the Authority to enter all areas of the Project Site at reasonable times as the Authority may deem necessary for the purposes of this Agreement, including, but not limited to, inspection of all work being performed in connection with the rehabilitation and construction of the Project Improvements. Similarly, the Authority shall permit the Redeveloper such entry upon the public right-of-way for such purposes. No compensation shall be payable nor shall any charges be made in any form by any party for the access or inspection provided for in this section. The Authority's right of access to the Redeveloper Property shall terminate upon acceptance by the Authority of the Certificate of Completion. Any such access by the Authority shall be subject to safety restrictions or requirements imposed by the Private Project Construction Manager, fire marshal or any governmental agency.

6.10 Cross Easement Agreement and Additional Easements. It is recognized and agreed by the parties hereto that their mutual cooperation in granting to each other the necessary and desired rights, licenses and easements to enter and make use of portions of their respective properties on the Project Site, both temporarily during construction and permanently, is required in order for any and all Project Improvements to be functional and useful, and the parties agree to execute the form of Cross Easement Agreement attached hereto as Exhibit "D" in order to accomplish this understanding. Additionally, the City shall grant to Redeveloper the following licenses as necessary to construct the Project:

- a) Encroachment of subgrade footings to be located within the public right-of-way;
- b) Encroachment of entry stoops and *porte cochere* for the structures to be located within the public right-of-way; and
- c) Encroachment or extension of structure balconies into the airspace above the public right-of-way.

ARTICLE VII

MORTGAGE FINANCING

7.01 Limitation Upon Encumbrance. Prior to acceptance by the Authority of the Certificate of Completion, neither the Redeveloper nor any successors in interest to the Redeveloper Property shall engage in any financing or any other transaction creating any mortgage or any other encumbrance or lien upon the Redeveloper Property, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attached to any of such Redeveloper Property, except for the purposes of obtaining funds only to the extent necessary to purchase the Redeveloper Property and undertake the Private Project, including to acquire, finance, operate, maintain and repair the Private Project.

7.02 Mortgage Holder Obligations. Each mortgage holder who obtains title to the Project Site or any part thereof as a result of foreclosure or other judicial proceedings or action in lieu thereof (referred to in this section as the “Mortgage Holder”) shall be obligated to require construction and completion of the Private Improvements by any person or entity who subsequently obtains title to the Project Site or any part thereof from the Mortgage Holder; provided, however, the Mortgage Holder shall not be obligated by and shall be exempted from those provisions of this Redevelopment Agreement which require construction and completion of the Private Improvements. Additionally, no person, including the Mortgage Holder, may devote the Private Improvements thereon or any part thereof to any use or construct any improvements thereon other than those uses and improvements provided and permitted in accordance with this Redevelopment Agreement for the term of this Agreement.

7.03 Copy of Notice of Default to Mortgagee. Whenever the Authority shall deliver any notice or demand to Redeveloper with respect to any breach or default by Redeveloper of its obligations or covenants in this Agreement, the Authority shall, at the same time, forward a copy of such notice or demand to each holder of any mortgage authorized by this Agreement at the last address of such holder as shown in the records of the Authority or as provided by such mortgagee.

7.04 Mortgagee’s Option to Cure Defaults. If thirty (30) days after notice or demand with respect to any breach or default as referred to in Section 7.03, such breach or default remains uncured, each holder shall (and every mortgage instrument made prior to acceptance by the Authority of the Certificate of Completion with respect to any of the Project Improvements by Redeveloper or its successors in interest shall so provide) have the right, at its option, to cure or remedy such breach or default within sixty (60) days after notice or demand as referred to in Section 7.03, and to add the cost thereof to the mortgage debt and the lien of its mortgage. If the mortgage holder commences efforts to cure the default within such period and the default cannot, in the exercise of due diligence, be cured within such period, the holder shall have the right to diligently continue to cure the default.

7.05 City's Option to Purchase Property. In any case where the holder of any mortgage obtains title to the Project Site and any Private Improvements as a result of foreclosure proceedings or action in lieu thereof, prior to issuance by the City of the Redeveloper's Certificate of Completion of Improvements for the Private Improvements, the City and Authority shall (and any additional mortgage instrument made after the date of this Redevelopment Agreement with respect to the Project Site prior to issuance by the City of the Redeveloper's Certificate of Completion of Improvements shall so provide) be entitled, at its option, to a conveyance to it of the Project Site upon payment to such holder of an amount equal to the sum of:

- (1) The mortgage debt at the time of foreclosure or action in lieu thereof (less all the appropriate credits including those resulting from collection and application of rentals and other income received during foreclosure proceedings);
- (2) All expense with regard to foreclosure;
- (3) The net expense, if any, incurred by such holder in and as a direct result of its subsequent management and operation of the Project Site; and
- (4) All other reasonable holding costs actually incurred as to the Project Site.

The City's option shall remain in force for ninety (90) days after the date the holder of any mortgage obtains title to said Project Site and notifies the City, unless the City waives the option prior to the end of such 90-day period. If the City obtains title to the Project Site pursuant to this Section 7.05, Redeveloper shall deliver all plans and specifications for the Project to the City for use by the City and/or any subsequent redeveloper to complete the Project.

7.06 Mortgage Rights Applicable to Other Forms of Encumbrance. The rights and obligations of this Agreement relating to mortgages of the Project Site shall apply to any other type of encumbrance on the Project Site, and any of the stated rights, obligations and remedies of any party relating to mortgage foreclosures shall be applicable to procedures under any deed of trust or similar method of encumbrance.

7.07 Termination of Provisions. The provisions of this Article VII shall terminate upon issuance by the City to the Redeveloper the Redeveloper's Certificate of Completion of Improvements for all the Private Improvements

ARTICLE VIII

TAX INCREMENT DEBT

8.01 Authority Fee. The Authority shall retain one percent (1%) of the Tax Increment to cover the cost of TIF Indebtedness issuance and administrative costs related to this Project (the “Authority Fee”).

8.02 Security and Pledge Agreement. Except for the Authority Fee set forth in Section 8.01, one hundred percent (100%) of the Tax Increment will be used to pay debt service on the Tax Increment Debt as defined below. The Authority agrees to pledge the Tax Increment to Redeveloper’s lender(s) (“Banks”) to pay the Tax Increment Debt pursuant to the Community Redevelopment Authority Security and Pledge Agreement attached hereto as Exhibit “E”.

8.03 Protest Value and Tax Increment Debt. From and after the date of this Agreement, and for so long as amounts are outstanding under one or more promissory notes executed by Redeveloper in favor of the Banks in the aggregate original principal amount of approximately Three Million Six Hundred Twenty Five Thousand Five Hundred and No/100 Dollars (\$3,625,500.00) (the “Tax Increment Debt”), any valuation by the Adams County Assessor for tax purposes based on the fair market value of the Private Project and the Redeveloper Property not exceeding Fifteen Million Six Hundred Fifty Thousand and No/100 Dollars (\$15,650,000.00) will not be contested, objected to or protested by Redeveloper, its successors or assigns. Redeveloper agrees that any purchaser of the Redeveloper Property will give his or her written consent to such valuation. The Authority may waive this restriction at any time if deemed appropriate by the Authority. If there is more than one promissory note evidencing the Tax Increment Debt, the Authority shall pay use any Tax Increment to pay each note proportionally and no Tax Increment Debt promissory note shall have preference over another note.

8.04 Sources and Uses of Tax Increment Debt. As indicated above, Redeveloper shall undertake the construction of the Private Project on the Redeveloper Property to create the Tax Increment allowing the Authority to capture the Tax Increment to pay the applicable debt service payments on the Tax Increment Debt. The proceeds of the Tax Increment Debt shall be used by Redeveloper to pay the cost and expense of certain improvements designated as eligible expenditures under the Nebraska Community Development law, as more particularly set forth on Exhibit “F”. The eligible expenditures exceed the amount of proceeds of the anticipated Tax Increment Debt. At substantial completion of the Project Improvements, Redeveloper shall provide evidence of the final costs of the eligible expenditures in amounts which, in the aggregate, equal or exceed the Tax Increment Debt.

8.05 Agreement to Pay Taxes. The Redeveloper and its successors and assigns agree to pay all real estate taxes levied upon the Private Project and the Redeveloper Property upon which the same are situated prior to the time that such taxes become delinquent. This obligation to pay such taxes prior to delinquency shall cease upon payment in full of the Tax Increment Debt, but the Authority in no way eliminates the statutory obligation of the owner to continue to pay real estate taxes.

8.06 Payment in Lieu of Taxes. While the parties expect the level of Tax Increment to be adequate to service the Tax Increment Debt, the possibility exists that the amount of Tax Increment could decrease in the future for reasons such as a general change in valuation methods or the development of other sources of tax revenues. If, for any reason, the Tax Increment is insufficient to pay the semi-annual debt service payments on Tax Increment Debt when due, the applicable Redeveloper entity or its successors and assigns will immediately pay to the Bank the difference between the incremental revenue and the required debt service payment due on the Tax Increment Debt. Such payment shall be paid by Redeveloper or a successor as a payment in lieu of taxes to the Authority to enable the Authority to make the debt service payment on the Tax Increment Debt. This obligation to make payments in lieu of taxes may be assigned to the individual owner, or its successor associated with the particular condominium unit comprising a part of the Private Project.

8.07 Restriction on Transfer. The Redeveloper will not, so long as the Tax Increment Debt remains outstanding, convey all or any part of Redeveloper Property to any entity which would result in all or any part of the Private Project or the Redeveloper Property being exempt from payment of ad valorem taxes levied by the State of Nebraska or any of its subdivisions without the prior written approval of the Authority, which approval may be conditioned upon, for example, a written agreement by the Redeveloper to repay the Tax Increment Debt in full.

8.08 Damage or Destruction to Private Project. So long as the Tax Increment Debt is outstanding, Redeveloper and its successors and assigns agree to keep the Private Project 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 assessed value of the same. In the event of any damage or destruction which is insured as aforesaid, and which would reduce the valuation, the Redeveloper agrees to restore the Private Project to the value that immediately predated the damage or destruction. Repairs shall commence within sixty (60) days from the date of the damage or destruction and the Redeveloper shall diligently pursue same to completion.

8.09 Condemnation. In the event that all or a substantial portion of the Redeveloper Property is condemned and the condemning party would not be obligated to pay real estate taxes upon that portion condemned, the Authority shall be entitled to claim against the condemner an interest in such property equal to the unpaid principal amount of the Tax Increment Debt, less the amount of any reserves in any fund or account securing the Tax Increment Debt.

8.10 Termination of Provisions. The provisions and covenants of this Agreement shall not terminate so long as the Tax Increment Debt remains outstanding, provided that the Redeveloper's obligation to construct the Project Improvements shall terminate on acceptance by the Authority of the Certificate of Completion contemplated herein.

8.11 Effective Date. The parties agree that the Effective Date, within the meaning of Neb. Rev. Stat. §18-2147, shall be as set forth in Article I.

ARTICLE IX

DEFAULT, REMEDIES

9.01 Remedies. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement or any of its terms or conditions by the parties or any successors to or assigns of such parties, such party, successor or assignee shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and in any event, such default or breach shall be cured within thirty (30) days after receipt of such notice, except that if such default cannot, in the exercise of reasonable diligence, be cured within such thirty (30) day period, then the defaulting party, within such period, shall commence efforts to cure such default and shall diligently continue to cure the same. In case such default is not cured as provided above, the aggrieved party may institute such proceedings as may be necessary or desirable, in its opinion, to cure and remedy such default or breach, including, but not limited to, proceedings to seek recovery for damages or to compel specific performance by the party in default or breach of its obligation. Any curing of any default by a mortgagee of Redeveloper shall be deemed to be a curing by Redeveloper. Except with respect to construction commencement and completion dates, any default which cannot, by its nature, be cured in the time allowed, shall be deemed cured if curing is commenced in the time allowed and diligently pursued to completion thereafter.

9.02 Other Rights and Remedies; No Waiver. The parties hereto shall have the right to institute such actions or proceedings as they may deem desirable for effectuating the purposes of this Agreement. Any delay in instituting or prosecuting any action or proceeding or otherwise asserting its rights under this Agreement shall not operate as a waiver of such rights to deprive a party of or limit such rights in any way.

9.03 Delay in Performance. For the purposes of this Agreement, the parties or their successors or assigns shall not be considered in breach or default of their obligations in the event of delay in the performance of such obligations due to causes beyond their reasonable control and without their fault, including, but not restricted to, acts of God, acts of the public enemy, acts of terrorism, acts of the federal government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or delays of contractors or subcontractors due to such causes (financial incapacity of Redeveloper, contractors or subcontractors excepted); it being the purpose and intent of this section that in the event of the occurrence of any such delay, the time for performance of the obligations of each party with respect to construction of the Project Improvements shall be extended for the period of delay; provided, that in order to obtain the benefit of the provisions of this section, the party seeking the benefit shall, within ten (10) days after the beginning of any such delay, notify the other party thereof in writing and of the cause or causes thereof.

9.04 Rights and Remedies Cumulative. The rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative and the exercise by each party of any one or more such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for any other default or breach by the other party. A waiver of any right of each party conferred by this Agreement shall be effective only if such waiver is in writing and only to the extent as so specified in writing.

ARTICLE X **MISCELLANEOUS**

10.01 Nondiscrimination. The Redeveloper agrees and covenants for itself, its successors and assigns that during the term of this Agreement it will not discriminate against any person or group or persons on account of race, sex, color, religion, national origin, ancestry, disability, marital status or receipt of public assistance in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Private Project or the Redeveloper Property, nor will it, or any claiming under or through it, permit such practices of discrimination or segregation with reference to the selection, location, number or occupancy of tenants, lessees, sublessees, vendees or invitees to the Private Project or the Redeveloper Property.

10.02 Obligations Run with Property. The obligations of Redeveloper contained in this Agreement shall run with the Redeveloper Property and shall become the obligations of the current owner or owners of the Redeveloper Property and Private Project, and of their successors, so long as the Tax Increment Debt remains outstanding.

10.03 Conflicts of Interest; Individual Liability. No officer or employee of the Authority or City shall have any personal interest, direct or indirect, in this Agreement. No official or employee of the Authority or City shall be personally liable to the Redeveloper, any successors or transferees of Redeveloper, or any other party or person, in consequence of any default or breach by the Authority or for any amount which may become due to Redeveloper, its successors or transferees, or for any obligations under the terms of this Agreement.

10.04 Equal Employment Opportunity. Redeveloper, for itself and its successors and transferees, agrees that during the construction of the Project Improvements provided for in this Agreement, Redeveloper will not discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, ancestry, disability, marital status or receipt of public assistance. Redeveloper will comply with all applicable federal, state and local laws.

10.05 Necessary Actions Taken to Authorize. Redeveloper covenants and warrants that Redeveloper has taken all necessary action to approve Redeveloper's execution and delivery of this Agreement, and that it has taken all actions and obtained such consents or approvals of its officers, directors, and partners as are necessary to approve the execution and delivery of this contract.

10.06 Assignment of Rights and Obligations. Redeveloper represents and agrees that prior to acceptance of the Certificate of Completion by the City and Authority, and without the prior written approval of the City and Authority, there shall be no sale or transfer by the Redeveloper or assignment of rights or obligations under this Agreement or of any interest in the entities which constitute the Redeveloper to any party without the prior written approval of the City and Authority other than: (i) involuntary transfers by reason of death, insolvency or incompetency; and (ii) assignment of the right to develop, own, and operate the New Hotel to a developer of hotels which shall own the Hotel Condo Unit.

Nothing herein contained shall prohibit Redeveloper from entering into any agreement to sell or other agreement as to transfer of any interest if such agreement can, by its terms only, become effective after the City and Authority have accepted the Redeveloper's Certificate of Completion. The Redeveloper represents and agrees that its improvement of the property and its other undertakings pursuant to this Agreement has been, are, and will be for the purpose of redevelopment of such property and not for speculation in land holding.

10.07 Persons Authorized to Issue Approvals. For purposes of this Agreement and the approvals and disapprovals required hereunder, Redeveloper shall be entitled to rely on the written approval or disapproval of the City and Authority. Until the Authority receives further written notice from the Redeveloper, the City and Authority shall be entitled to rely on the written approval of all of the undersigned parties as constituting the approval or disapproval of the Redeveloper.

10.08 Approvals Not Unreasonably Withheld. Whenever approval or consent of either party is required hereunder, such consent shall not be unreasonably withheld or delayed.

10.09 Notices and Demands. A notice, demand or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is sent by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, in the case of Redeveloper to: Chief Industries, Inc., 3942 West Old Highway 30, Grand Island, Nebraska 68802, Attn: Executive Office, with a copy to: Thomas C. Huston at Cline Williams Wright Johnson & Oldfather, L.L.P., 233 South 13th Street, Suite 1900, Lincoln, Nebraska 68508; and in the case of the City or the Authority, if it is addressed to or delivered personally to the Hastings City Clerk, 220 North Hastings Avenue, Hastings, Nebraska 68901, or at such other address with respect to either party as that party may from time to time designate in writing and forwarded to the other as provided in this section.

10.10 Titles of Articles and Sections. Any titles of the several parts, articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

10.11 Severance; Governing Law. It is intended by the parties that this Agreement and the incorporated, attached and referenced documents shall be an integrated contract, but that invalidation of any of its provisions by judgment or

court order shall in no way affect any other provisions which shall remain in full force and effect. This Agreement shall be construed and governed by the laws of the State of Nebraska.

10.12 Memorandum. Contemporaneously with the execution and delivery of this Agreement, the Redeveloper will cause the filing of this document with the Register of Deeds of Adams County, Nebraska, or in the alternative, it will execute and deliver a Memorandum of Redevelopment Agreement of even date herewith to the Register of Deeds of Adams County, Nebraska, for filing, at the expense of the Redeveloper. The Memorandum shall be in the form attached hereto as Exhibit "G" and incorporated by this reference.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the date first above written.

"AUTHORITY"

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
HASTINGS, NEBRASKA, a Municipal
corporation

ATTEST:

By: _____
Dick Hysell, Chairman

Secretary - Community Redevelopment
Authority of the City of Hastings, Nebraska

STATE OF NEBRASKA)
) ss:
COUNTY OF ADAMS)

Before me, a Notary Public qualified for said county, personally came Dick Hysell, Chairman of the Community Redevelopment Authority of the City of Hastings, Nebraska, known to me to be the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said Authority.

Witness my hand and notarial seal on this ____ day of _____, 2016.

Notary Public

“CITY”

CITY OF HASTINGS, NEBRASKA, a
Municipal Corporation

ATTEST:

City Clerk

By: _____
Mayor

(S E A L)

Approved as to form: _____
City Attorney

STATE OF NEBRASKA)
) ss:
COUNTY OF ADAMS)

Before me, a Notary Public qualified for said county, personally came Vern P. Powers, Mayor of the City of Hastings, Nebraska, known to me to be the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said City of Hastings, Nebraska.

Witness my hand and notarial seal on this ____ day of _____, 2016.

Notary Public

“REDEVELOPER”

“CBC Hospitality”

CITY BLOCK CENTER HOSPITALITY,
LLC, a Nebraska limited liability
company

By: _____
Name: _____
Title: _____

STATE OF NEBRASKA)
) ss:
COUNTY OF _____)

Before me, a Notary Public qualified for said county, personally came _____, Manager of City Block Center Hospitality, LLC, known to me to be the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and notarial seal on this ____ day of _____, 2016.

Notary Public

"CBC Housing"

CITY BLOCK CENTER HOUSING, LLC, a
Nebraska limited liability company

By: _____

Name: _____

Title: _____

STATE OF NEBRASKA)
) ss:
COUNTY OF _____)

Before me, a Notary Public qualified for said county, personally came _____, Manager of City Block Center Housing, LLC, known to me to be the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and notarial seal on this ____ day of _____, 2016.

Notary Public

“CBC Mixed Use”

CITY BLOCK CENTER MIXED-USE, LLC,
a Nebraska limited liability company

By: _____

Name: _____

Title: _____

STATE OF NEBRASKA)
) ss:
COUNTY OF _____)

Before me, a Notary Public qualified for said county, personally came _____, Manager of City Block Center Mixed-Use, LLC, known to me to be the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and notarial seal on this ____ day of _____, 2016.

Notary Public

Exhibits

- Exhibit “A” – Legal Description of Project Site and Site Plan
- Exhibit “B” – Legal Description of Redeveloper Property
- Exhibit “C” – Certificate of Completion
- Exhibit “D” – Cross Easement Agreement
- Exhibit “E” – Community Redevelopment Authority Security and Pledge Agreement
- Exhibit “F” – Eligible Expenditures
- Exhibit “G” – Memorandum of Redevelopment Agreement

EXHIBIT “A”
LEGAL DESCRIPTION OF PROJECT SITE

1. City of Hastings Original Town Subdivision, Lots 1 through 24, Block Fifteen (15), City of Hastings, Adams County, Nebraska;
2. The vacated Right-of-Way of West 4th Street between the East Right-of-Way line on North Hastings Avenue and the West Right-of-Way line of North Denver Avenue; and
3. The vacated East-West Alley located between West 3rd Street and West 4th Street that bisects City of Hastings Original Town Subdivision Block Fifteen (15), City of Hastings, Adams County, Nebraska.

**EXHIBIT “A”
SITE PLAN**

EXHIBIT “B”
LEGAL DESCRIPTION OF REDEVELOPER PROPERTY

Lots 1 through 24, Block 15, Original Town of Hastings, Adams County,
Nebraska.

City Block Center Housing, LLC, a Nebraska
limited liability company

By: _____

Name: _____

Title: _____

STATE OF NEBRASKA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of
_____, 201__ by _____, _____ of City Block Center
Housing, LLC, on behalf of the limited liability company.

Notary Public

City Block Center Mixed-Use, LLC, a
Nebraska limited liability company

By: _____

Name: _____

Title: _____

STATE OF NEBRASKA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of
_____, 201__ by _____, _____ of City Block Center Mixed-
Use, LLC, on behalf of the limited liability company.

Notary Public

ACCEPTANCE

This Certificate of Completion of Project Improvements is hereby accepted by the Community Redevelopment Authority of the City of Hastings, Nebraska, this ____ day of _____, 201__.

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF HASTINGS,
NEBRASKA

ATTEST:

Chairman

By: _____
Secretary

EXHIBIT “D”
CROSS EASEMENT AGREEMENT

EXHIBIT “E”
COMMUNITY REDEVELOPMENT AUTHORITY
SECURITY AND PLEDGE AGREEMENT

EXHIBIT “F”
ELIGIBLE EXPENDITURES

TIF Eligible Expenditures for this Project shall include any eligible expenditures under the Nebraska Community Development Law, including without limitation: predevelopment work including but not limited to architectural, engineering, and environmental services, market studies, traffic studies and other studies related to the Project; site acquisition; site preparation; environmental remediation; utility and infrastructure construction and improvements; paving; façade improvements; construction and installation of sidewalks, landscaping, and streetscape improvements; construction of public parking facilities and fire access improvements; construction of improvements reasonably related to convention and civic centers; façade and structural enhancements that exceed building code requirements but are required by the City for this Project; and any other necessary public improvements essential for uses in accordance with the Redevelopment Plan

EXHIBIT “G”
MEMORANDUM OF REDEVELOPMENT AGREEMENT

This Memorandum of Redevelopment Agreement (“Memorandum”) is made this ____ day of _____, 2016 by and between The Community Redevelopment Authority of the City of Hastings, Nebraska, (“CRA”), the City of Hastings, a Nebraska municipal corporation (the “City”), City Block Center Hospitality, LLC, a Nebraska limited liability company, City Block Center Housing, LLC, a Nebraska limited liability company, and City Block Center Mixed-Use, LLC, a Nebraska limited liability (collectively, “Redeveloper”).

1. **Redevelopment Agreement.** The CRA, the City and Redeveloper have entered into that certain Redevelopment Agreement dated as of this even date, describing certain public improvements being made by the CRA in the Redevelopment Area, certain municipal improvements being made by the City in the Redevelopment Area, and certain private improvements being made to real property owned by Redeveloper legally described on Exhibit “A” attached hereto.

2. **Tax Increment Financing.** The Redevelopment Agreement provides for the capture of the Tax Increment, as defined therein, by the CRA of the private improvements to be made by the Redeveloper for a period not to exceed fifteen (15) years after the Project Effective Date defined in the Redevelopment Agreement. The Tax Increment so captured by the CRA shall be used to make the public improvements as described in the Redevelopment Agreement.

3. **Remaining Terms.** The rest and remaining terms of the Redevelopment Agreement are hereby incorporated into this Memorandum as if they were set forth in full. A full and correct copy of the Redevelopment Agreement may be inspected at the office of the City Clerk of Hastings, Nebraska.

[SIGNATURE PAGES TO FOLLOW]

Executed this ____ day of _____, 2016.

“CRA”

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
HASTINGS, NEBRASKA, a
Municipal Corporation

By: _____

Name: _____

Title: _____

STATE OF NEBRASKA)
) ss:
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016 by _____, _____ of the Community Redevelopment Authority of the City of Hastings, Nebraska, a Nebraska municipal corporation, on behalf of the municipal corporation.

Notary Public

“CITY”

CITY OF HASTINGS, a Nebraska municipal corporation

By: _____

Name: _____

Title: _____

STATE OF NEBRASKA)
) ss:
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016 by _____, _____ of the City of Hastings, Nebraska, a Nebraska municipal corporation, on behalf of the municipal corporation.

Notary Public

“REDEVELOPER”

City Block Center Hospitality, LLC, a
Nebraska limited liability company

By: _____

Name: _____

Title: _____

STATE OF NEBRASKA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of
_____, 2016 by _____, _____ of City Block Center
Hospitality, LLC, on behalf of the limited liability company.

Notary Public

City Block Center Housing, LLC, a Nebraska
limited liability company

By: _____

Name: _____

Title: _____

STATE OF NEBRASKA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of
_____, 2016 by _____, _____ of City Block Center Housing,
LLC, on behalf of the limited liability company.

Notary Public

City Block Center Mixed-Use, LLC, a
Nebraska limited liability company

By: _____

Name: _____

Title: _____

STATE OF NEBRASKA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of
_____, 2016 by _____, _____ of City Block Center Mixed-
Use, LLC, on behalf of the limited liability company.

Notary Public

4846-6623-2369, v. 1

Department: Engineering

Staff Contact:

Council Meeting Date: 05/23/2016

AGENDA ITEM SUMMARY SHEET

Description of Item:

R.O.W. Occupation License for Glenwood Telephone for providing service to Werner Enterprises
Area labeled Exhibit 1, 2nd Street and Pine Avenue

Names of People/Business affected by this action:

Glenwood Telephone

Werner Enterprises

City of Hastings

Why Council action is required:

R.O.W. occupation license

Type of action requested:

Motion

Suggested motion:

Motion to approve "Werner Enterprises", Telecommunications line Right of Way License Agreement with Glenwood Telephone, an authorize for Mayor and the City Clerk to execute said agreement.

Deadlines associated with action:

Provide Werner Enterprises services for Summer of 2016.

Department head comments:

This is a continuing effort of Glenwood Telephone to provide service into the Hastings area. See attached 1 and attached Telecommunications line Right-of Way license agreement.

City Administrator comments:

Recommend Approval

Exhibit 1
2nd and Pine



Commencing at a hand hole located near the intersection of the north right of way line of 3rd Street and the west right of way line (extended) of North Pine Avenue, thence southerly under 3rd Street and continuing along the west right of way line of North Pine Avenue a distance of approximately 310 feet; thence westerly on private property. (Total length of buried fiber on City right of way for this project is 310 feet.)

TELECOMMUNICATIONS LINE RIGHT-OF-WAY LICENSE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that the City of Hastings, Nebraska, (hereinafter referred to as "City"), for and in consideration of an annual payment of Eighteen and 60/100 Dollars (\$18.60) and other valuable consideration, the sufficiency of which is hereby acknowledged, hereby grants unto Glenwood Telecommunications, Inc., a Nebraska corporation, (hereinafter referred to as "Glenwood"), whose address is P.O. Box 97, Blue Hill, Nebraska 68930, and to its successors or assigns, a ten (10) year license to locate a buried 2 inch conduit (or such smaller conduit as may be deemed appropriate by Glenwood), together with appropriate hand holes, distribution pedestals and location pedestals as are deemed reasonably necessary, to be used with a multi-fiber fiber optic cable and related equipment upon and under the public right-of-way controlled by the undersigned situated in or near the City of Hastings, County of Adams, State of Nebraska, and more particularly described on the attached Exhibit 1.

The total lineal footage of City of Hastings right-of-way occupied is 310 feet, at the rate of \$0.06 per lineal foot. Glenwood may, at Glenwood's option, and according to such additional terms as mutually agreed by the parties, renew this Agreement for up to three additional five year terms.

This license is granted for the purpose of constructing, reconstructing, operating, repairing and maintaining on or under the above described lands, fiber optic telecommunications lines and related equipment. Glenwood shall be responsible for using the license in such a way so as not to interfere with any utilities previously located in the right-of-way and shall pay any and all damages caused by its use thereof. Glenwood places its lines and equipment in the right-of-way at its own risk, and agrees that City is not liable for any damages that may occur to Glenwood's lines or equipment.

Glenwood shall provide exact locations of all telecommunications lines upon City right-of-way in electronic format (as-built) to the City of Hastings within 6 months of the completion of construction.

The undersigned agrees that all wires and other facilities, including all telecommunications equipment, installed on the above described premises at Glenwood's expense shall remain the property of Glenwood and shall be removable at the option of Glenwood.

The parties agree that Glenwood's use of the right-of-way is not a vested right, and Glenwood shall move or remove fiber optic lines and other equipment at the request of City, at no cost to City, provided that reasonable notice is given to Glenwood of the need of said movement or removal. For purposes of this agreement, absent an emergency, ninety (90) days' notice shall be considered reasonable.

GW-2016-9
WERNER ENTERPRISES
2ND STREET AND Pine

Payments under this Agreement shall be prorated for the first partial year and the final year, and shall be due and payable on or before the 1st day of January for each year that Glenwood occupies the right-of-way.

The City covenants that it has the right to grant the foregoing license as to City right of way.

IN WITNESS WHEREOF, the undersigned has set its hand and seal on the ____ day of _____ 2016.

THE CITY OF HASTINGS, NEBRASKA

By _____
Vern Powers, Mayor

City Clerk

City Attorney

GLENWOOD TELECOMMUNICATIONS,
INC.

By _____
Stan Rouse, General Manager

STATE OF NEBRASKA)
) ss:
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me on _____, 2016, by Stan Rouse, General Manager of Glenwood Telecommunications, Inc., a Nebraska corporation, on behalf of the Corporation.

Notary Public

Department: Engineering
Staff Contact: David Wacker, City Engineer
Council Meeting Date: 05/23/2016

AGENDA ITEM SUMMARY SHEET

Description of Item:

Award of Contract for Residential Asphalt Resurfacing R-2016 - R1 thru R5.

Names of People/Business affected by this action:

Vontz Paving
City of Hastings (Sales Tax Fund)
Residents

Why Council action is required:

Award of contract in excess of \$30,000.00

Type of action requested:

Motion

Suggested motion:

Award contract to Vontz Paving, 2355 West HWY 6, Hastings, NE 68901 for Projects R-2016 R1 thru R5 in the total amount of \$633,574.48 and authorize the Mayor and the City Clerk to execute contract documents.

Deadlines associated with action:

Yes, for summer construction

Department head comments:

These are resurfacing projects that have been approved thru our One and Six Year street improvement program.

The project locations are as follows:

R1-St Joseph Avenue - B Street to E Street
R2-11th Street - Burlington Ave to Briggs Avenue
R3-Hewitt Avenue - 9th Street to 12th Street
R4-Saunders Avenue - 7th Street to 9th Street
R5-Denver Avenue - 14th Street to 16th Street.

Work involved will include milling of asphalt, repair of selected curb and gutter, intersection

replacement, handicap ramps, and placement of new asphalt surfacing.

The total engineers estimate for this work is \$608,799.52.

Please find the attached Bid Tabulation from the bid letting conducted on May 12, 2016.

Recommendation is to award contract to Vontz Paving for the five projects inclusive for a total amount of \$633,574.48.

Funding source is the street sales tax fund.

Recommend approval

City Administrator comments:

Recommend Approval

Project No.: R-2016-R1

*BID TABULATION

BID DATE: May12, 2016

BID TIME: 10:00 a.m.

Bidder	Bid		Bid Security (Yes/No)
Engineer Estimate	Total for all Projects - \$608,799.52 R1-\$97,580.28 R2-\$216,608.00 R3-\$82,193.58 R4-\$131,886.78 R5-\$80,530.88		
Vontz Paving Hastings, NE	Total for all Projects - \$633,574.48 R1-\$95,391.98 R2-\$228,303.67 R3-\$81,404.43 R4-\$125,955.42 R5-\$102,518.98		X
Werner Construction Hastings, NE	Total for all Projects - \$795,256.91 R1-\$116,960.75 R2-286,481.29 R3-\$97,673.83 R4-\$158,025.60 R5-\$136,115.44		X

Department: City Attorney
Staff Contact: Dave Ptak, City Attorney
Council Meeting Date: 05/23/2016

AGENDA ITEM SUMMARY SHEET

Description of Item:

Ordinance No. 4473 implements portions of the Novak Study dealing with the Board of Public Works

Names of People/Business affected by this action:

Mayor and City Council, Board of Public Works, citizens of Hastings

Why Council action is required:

Ordinances are required to be passed by the City Council.

Type of action requested:

Ordinance

Suggested motion:

Move to adopt Ordinance No. 4473 on First Reading (rules may be suspended if there sufficient votes to suspend)

Deadlines associated with action:

None known

Department head comments:

Ordinance No. 4473 was tabled at the April 25, 2016 City Council meeting. This ordinance would make the Manager of Utilities a City department head and place the hiring authority for the Manager of Utilities with the Mayor and City Council.

City Administrator comments:

ORDINANCE NO. 4473

AN ORDINANCE OF THE CITY OF HASTINGS, NEBRASKA, TO AMEND SECTION 2-501 OF THE OFFICIAL CITY CODE OF THE CITY OF HASTINGS DEALING WITH DEPARTMENT HEADS; TO REPEAL SECTIONS 2-520, 2-521, 2-522, 2-523, 2-524, 2-525, AND 2-526 OF THE OFFICIAL CITY CODE OF THE CITY OF HASTINGS, NEBRASKA; TO ADD A SECTION 2-529 TO THE OFFICIAL CITY CODE OF THE CITY OF HASTINGS TO PROVIDE FOR THE DUTIES OF THE MANAGER OF UTILITIES; TO AMEND SECTION 32-109 OF THE OFFICIAL CITY CODE OF THE CITY OF HASTINGS, NEBRASKA; TO PROVIDE THAT ANY ORDINANCES OR PROVISIONS INCONSISTENT HERewith ARE HEREBY REPEALLED; TO PROVIDE AN EFFECTIVE DATE OF THIS ORDINANCE AND TO PROVIDE FOR THE PULICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

Section 1. That Section 2-501 of the Official City Code of the City of Hastings, Nebraska, be and the same is hereby amended to read as follows:

2-501. Department heads.

(1) The following positions under the control of the Mayor and City Council are hereby created and confirmed:

City Administrator	Police Chief
City Clerk	Fire Chief
City Treasurer	Manager of Utilities
City Attorney	Museum Director
City Engineer	Library Director
Director of Development Services	Director of Parks & Recreation

The persons holding these positions shall be heads of their respective departments.

(2) Department heads shall be appointed by the Mayor with consent of a majority of the Council, and may be removed in the same manner; provided however, that the appointment, tenure, and removal of the Fire Chief and Police Chief shall be subject to the provisions of Nebraska statutes.

(3) The compensation of department heads shall be determined by the Mayor and City Council as part of the annual budget process each fiscal year.

Section 2. That Sections 2-520, 2-521, 2-522, 2-523, 2-524, 2-525, and 2-526 of the Official City Code of the City of Hastings, Nebraska, be and the same are hereby repealed.

Section 3. That a new Section 2-529 to the Official City Code of the City of Hastings, Nebraska, is hereby enacted to read as follows:

2-529. Manager of Utilities.

The Manager of Utilities shall perform administrative and supervisory work in directing municipal utilities of electric production and distribution, gas distribution, water, sewer, and wastewater, and street lighting and the formulation of long-range plans and daily operational decisions.

Section 4. That Section 32-109 of the Official City Code of the City of Hastings, Nebraska, be and the same is hereby amended to read as follows:

32-109. Employees; powers generally; purchases.

- (1) The Mayor and City Council shall be the appointing authority to employ or discharge a Manager of Utilities and an Assistant Manager of Utilities. These positions are further subject to the approval of the Mayor and City Council in respect to job classification and compensation ranges.
- (2) The Manager of Utilities is authorized as the appointing authority to employ and discharge such other employees as may be required and as approved in the utility budget. These other positions are further subject to the approval of the Mayor and City Council in respect to job classifications and compensation ranges.
- (3) The Board may obtain and pay for technical or professional services including the services of any department of the city as the same may be needed.
- (4) The Board may make such rules and regulations as may be necessary for the government and operation of the Utility Department subject to the approval of the Mayor and City Council.
- (5) The Board may purchase of materials and supplies for the operation and maintenance of the Public Works.
- (6) Claims for salaries, wages, materials and all supplies shall be approved by the Manager of Utilities, and shall be signed by at least two members of the Board.
- (7) All equipment purchased, projects, extensions, and the like, for which competitive bids are required by state law, shall first be approved by the Mayor and City Council.

Section 5. That any ordinance passed and approved prior to the passage, approval and publication or posting of this ordinance, and in conflict with its provisions, is hereby repealed.

Section 6. That this ordinance shall take effect and be in full force and effect from and after its passage, approval and publication or posting as required by law, in its entirety or in pamphlet form, said effective date being _____, and this ordinance shall be included in the Official Hastings City Code Book.

PASSED AND APPROVED by the Mayor and City Council of the City of Hastings, Nebraska, this _____ day of _____, 2016.

Mayor

ATTEST:

City Clerk

(SEAL)

APPROVED TO FORM:

City Attorney

Department: City Attorney

Staff Contact:

Council Meeting Date: 05/23/2016

AGENDA ITEM SUMMARY SHEET

Description of Item:

Ordinance No. 4477 amends Section 15-101 to add a definition of motor home which is consistent with state statute, and amends Section 15-409 to prohibit motor homes over 20 feet in length from parking on city streets

Names of People/Business affected by this action:

Police department and citizens of Hastings

Why Council action is required:

Ordinances are required to be passed by the City Council on three readings in order to take effect

Type of action requested:

Ordinance

Suggested motion:

Move to approve Ordinance No. 4477 on first reading and if successful, consider a motion to suspend the rules on second and third reading

Deadlines associated with action:

None known

Department head comments:

This ordinance was a result of communication with HPD dealing with large motor homes that are sometime parked on City streets. The mere size of some can create a sight barrier for pedestrians and motorists at intersections.

City Administrator comments:

This is a problem according to our Police Department.

Recommend Approval

ORDINANCE NO. 4477

AN ORDINANCE OF THE CITY OF HASTINGS, NEBRASKA, TO AMEND SECTION 15-101 OF THE OFFICIAL CITY CODE DEALING TO PROVIDE A DEFINITION OF MOTOR HOME; TO AMEND SECTION 15-409 TO ADD MOTOR HOMES OVER 20 FEET IN LENGTH TO THE RESTRICTIONS PROVIDED THEREIN; TO REPEAL ANY ORDINANCES OR PROVISIONS INCONSISTENT HERewith; AND TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

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

SECTION 1. That Section 15-101 of the Official City Code of the City of Hastings, Nebraska, be and the same is hereby amended to read as follows:

15-101. Definitions.

For the purposes of this Chapter, the following words and phrases shall have the meanings respectively ascribed to them by this Section:

Alley. The entire width between the property lines of every way or place of whatever nature, when any part thereof is open to the use of the public as a matter of right for vehicular traffic, when the entire width between property lines of such way or place does not exceed twenty feet.

Alley entrance. The extension of the alley from the lot line to the street curb line.

Arterial street. A street designated as such by resolution duly adopted by the City Council.

Authorized emergency vehicle. Vehicles of the Fire Department and of the Police Department of the City, and ambulances.

Automatic traffic signals. Any signal electrically or mechanically controlled, by which traffic is alternately directed to stop and proceed.

Crosswalk. That portion of a roadway included within the prolongation or connection of the lateral lines of sidewalks at intersections.

Curb. The lateral boundaries of that portion of a street designated for the use of vehicles whether marked by curb stones or not so marked.

Driver. Every person who drives or is in actual physical control of a vehicle.

Highway. The entire width between the boundary limits of any street, road, avenue, boulevard, or way which is publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel.

Intersection or street intersection. The space occupied by two streets at the point where they cross each other, bounded by the lot lines extended and shall include the sidewalk space as well as the roadway.

Motorcycles. Every vehicle designed to travel on not more than three wheels in contact with the ground.

Motor home. A vehicular unit primarily designed to provide temporary living quarters which are built into an integral part of, or permanently attached to, a self-propelled motor vehicle chassis or van, containing permanently installed independent life-support systems and providing at least four of the following facilities: Cooking; refrigeration or ice box; self-contained toilet; heating, air conditioning, or both; a potable water supply system including a faucet and sink; separate one-hundred-twenty-nominal-volt electrical power supply; or LP gas supply.

Motor vehicle. Every vehicle which is self-propelled.

Official traffic signs. All signs, markings and devices, other than signals, not inconsistent with this Chapter, placed or erected by authority of the City Council, or a public body having jurisdiction for the purpose of building, directing, warning or regulating traffic.

Owner. As defined by Section 39-602(61), Revised Statutes of Nebraska, 1943 or any successor statute thereto.

Park or Parking. To stand a vehicle, whether occupied or not, upon a street or alley, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading, or in obedience to traffic regulations, signs or signals.

Private driveway. Every road or driveway not open to the use of the public for purposes of vehicular travel, including driveways into gasoline filling stations and public garages.

Railroad crossing. That part of any street at which the tracks of a railroad shall cross the street and to include that part of the street within twenty-five feet of the outside of such track.

Residential district. That portion of the City not included within a Business District as defined in 15-501, or a school zone as described in Section 15-311 hereof.

Right-of-way. The privilege of the immediate use of the roadway.

Sidewalk or sidewalk space. That portion of a street between the curb lines and the adjacent property lines.

Stop. To cause complete cessation of movement of a vehicle which is occupied by at least one person.

Stop signs. Any object placed in any street at or near a street intersection with the word "stop" written or inscribed thereon.

Street or highway. The entire width between property lines of every way or place of whatever nature, when any part thereof is open to use of the public as a matter of right for purposes of vehicular traffic.

Traffic. Pedestrians, ridden or herded animals, vehicles and other conveyances, either singly or together, while using any street, alley or public way for purposes of travel.

Trailer. Means any device without motive power designed for carrying persons or property and being towed by a motor vehicle and so constructed that no part of its weight would rest upon the towing vehicle. Trailer includes: a farm trailer as defined in Neb. Rev. Stat. §60-114 or §60-324; a utility trailer as defined by Neb. Rev. Stat. §60-135 or §60-358; a commercial trailer as defined by Neb. Rev. Stat. §60-109; a fertilizer trailer as defined by Neb. Rev. Stat. §60-115 or §60-326; and a cabin trailer as defined by Neb. Rev. Stat. §60-107, §60-314 or §60-614, as those sections may from time to time be amended.

Truck. A motor vehicle equipped or used to transport anything other than persons.

Vehicle. Every device in, upon or by which any person or property is, or may be transported or drawn upon a street, and shall be deemed to include wagons, trucks, carts, cabs, carriages, horses, whether led, driven or ridden, stages, omnibuses, motors, automobiles, locomobiles, motorcycles, bicycles, tricycles, sleighs, steam or gasoline tractors, motor buses, motor scooters and all other conveyances for persons or property, except railway trains running upon their own rails or tracks.

Watchman. Any person stationed upon a railway crossing for the purpose of directing traffic, whether employed by the city or by the railway company as a crossing watchman.

SECTION 2. That Section 15-409 of the Official City Code of the City of Hastings, Nebraska, be and the same is hereby amended to read as follows:

15-409. Restrictions on parking trucks, motor homes; exceptions.

It shall be unlawful for the operator of any truck, trailer, truck-tractor or semitrailer of an overall length of twenty (20') feet including load, or motor home over twenty (20') feet in length to stop or park such vehicle on any street, whether or not such street is marked for angle or parallel parking. Such vehicles may stop, stand or park for such time as is necessary, in no case longer than one half (1/2) hour, to expeditiously load or unload their contents in streets or alleys where such stopping is possible; provided, that it shall be lawful for such vehicle to stop or park elsewhere on highways if stopping for loading or unloading in alleys is impossible. It shall also be unlawful for the operator of any such truck, truck- tractor or semitrailer regardless of the length of the same, to park such

vehicle with the end-gate of same down and extended beyond the body of such vehicle; nor shall such vehicle or motor home stop, stand or park within a street intersection, on a crosswalk, in front of a private driveway or on a sidewalk. The Mayor and City Council may provide truck parking and/or motor home lots for parking purposes. No such truck, including any oil tanker, shall park or stop for any period of time within the limits of any street during the night or day save and except for the purpose of loading or unloading the cargo thereof in the ordinary course of business; provided, however, the City Council may by resolution designate portions of any street as available for truck parking, and so long as any such resolution is in effect for any particular street, it shall be lawful to park trucks there, subject to any restrictions contained in the resolution. Violators of this section shall be punishable by a fine in an amount set forth in the most recent Council Fee Resolution.

SECTION 3. That any ordinance or provision inconsistent herewith be and the same is hereby repealed.

SECTION 4. This ordinance shall take effect and be in full force from and after its passage, approval and publication in pamphlet form, said effective date being the ____ day of _____, 2016, and this ordinance shall be included in the Official Hastings City Code Book.

PASSED AND APPROVED by the Mayor and City Council of the City of Hastings, Nebraska, this ____ day of _____, 2016.

ATTEST:

Mayor

City Clerk

(S E A L)

APPROVED TO FORM:

City Attorney

Department: Engineering
Staff Contact: David Wacker, City Engineer
Council Meeting Date: 05/23/2016

AGENDA ITEM SUMMARY SHEET

Description of Item:

Resolution accepting the work and the Certificate of the City Engineer for PD 2013-1.

Names of People/Business affected by this action:

Residents-Property Owners
City of Hastings
Alan Anderson
Debt Services

Why Council action is required:

Bond Transcript requirement. Statutory procedure for levying special assessments.

Type of action requested:

Resolution

Suggested motion:

Resolution No. 2016-20 for PD 2013-1

Deadlines associated with action:

This resolution will set the hearing date to levy special assessments as June 13, 2016.

Department head comments:

These are Street Improvement Districts that were created for new development by Allen Anderson:
PD 2013-1 - Merle Avenue
This action will set the hearing dates for assessments at the June 13, 2016 City Council Meeting.
On June 13, 2016 the City Council will set as a Board of Equalization and levy remaining special assessments on the projects (Alan has made developer payments)
Intersection costs will be the responsibility of the City as General Obligation.

City Administrator comments:

Recommend Approval

RESOLUTION NO. 2016 - 20

RESOLUTION ACCEPTING THE WORK AND THE CERTIFICATE OF THE CITY ENGINEER IN STREET IMPROVEMENT DISTRICT NO. 2013-1

WHEREAS, the City of Hastings, Nebraska did heretofore enter into contract for the construction of improvements in Street Improvement District Nos. 2013-1 (*Merle Avenue from the south right-of-way line of North Shore Drive north to the north right-of-way line of Lakeridge Drive, including the intersections at North Shore Drive and Lakeridge Drive*) 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 Street Improvement District No. 2013-1 has now been fully completed according to the terms and stipulations of the plans and specifications according to the report 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 Street Improvement District No. 2013-1 be and hereby are accepted, and that the improvements constructed under the contract referred to above and the City Engineer's final statement of cost relative to said District be and hereby are accepted.

Passed and approved this 23rd day of May 2016

Mayor

ATTEST:

City Clerk

[SEAL]

APPROVED AS TO FORM:

City Attorney

City Surveyor

CERTIFICATE OF THE ENGINEER
HASTINGS, NEBRASKA

May 2, 2016

Honorable Mayor and City Council
City of Hastings, Nebraska

Ladies and Gentlemen:

I hereby certify that the construction in Street Improvement District No. 2013-1 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 Street Improvement District No. 2013-1 in the City of Hastings, Nebraska:

Contractor's Final Estimate	\$ 62,005.60
Engineering & Inspection	\$ 2,868.97
Adv., Interest, Legal & Misc.	<u>\$ 1,484.37</u>

TOTAL COST OF DISTRICT. . . \$ 66,358.94

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

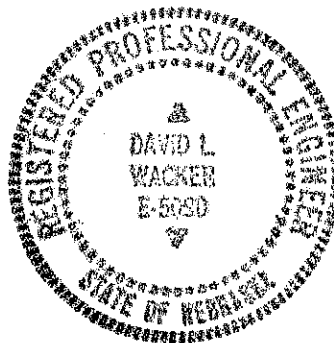
Total Assessments	\$ 66,358.94
General Obligation	<u>\$ 0.00</u>
	\$ 66,358.94

Respectfully submitted,



David L. Wacker, P.E.
Director of Public Works
City Engineer

DLW/dp



Department: Engineering
Staff Contact: David Wacker, City Engineer
Council Meeting Date: 05/23/2016

AGENDA ITEM SUMMARY SHEET

Description of Item:

Resolution accepting the plat and schedule of assessments as prepared by the City Engineer for special assessments for PD 2013-1

Names of People/Business affected by this action:

Residents-Property Owners
City of Hastings
Alan Anderson
Dept Services

Why Council action is required:

Bond Transcript requirement. Statutory procedure for levying special assessments.

Type of action requested:

Resolution

Suggested motion:

Resolution No. 2016-21 for PD 2013-1

Deadlines associated with action:

This resolution will set the hearing date of levy special assessments as June 13, 2016.

Department head comments:

These are Street Improvements Districts that were created for new development by Allen Anderson:

PD 2013-1 - Merle Avenue

This action will set the hearing dates for assessments at the June 13, 2016 City Council Meeting.

On June 13, 2016 the City Council will set as a Board of Equalization and levy remaining special assessments on the projects (Alan has made developer payments).

Intersection costs will be the responsibility of the City as General Obligation.

City Administrator comments:

Mr. Anderson will be utilizing our developer agreement to install the paving on this project.

Recommend Approval

RESOLUTION NO. 2016 - 21

RESOLUTION ACCEPTING THE PLAT AND SCHEDULE OF ASSESSMENTS AS PREPARED BY THE CITY ENGINEER FOR SPECIAL ASSESSMENTS PROPOSED TO BE LEVIED IN STREET IMPROVEMENT DISTRICT NO. 2013-1 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 Street Improvement District No. 2013-1 and the City Engineer has prepared and presented to the Mayor and City Council a plat and schedule of assessments proposed to be levied in said District.

Section 2. That said plat and schedule of assessments in Street Improvement District No. 2013-1 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 13th day of June 2016, in the City Council Chambers at the City Hall 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 Street Improvement District No. 2013-1 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 23rd day of May 2016.

ATTEST:

Mayor

City Clerk

[SEAL]

APPROVED AS TO FORM:

City Attorney

Department: Engineering
Staff Contact: David Wacker, City Engineer
Council Meeting Date: 05/23/2016

AGENDA ITEM SUMMARY SHEET

Description of Item:

Resolution accepting the work and the Certificate of the City Engineer for PD 2013-2

Names of People/Business affected by this action:

Residents-Property Owners
City of Hastings
Alan Anderson
Dept Services

Why Council action is required:

Bond Transcript requirement. Statutory procedure for levying special assessments.

Type of action requested:

Resolution

Suggested motion:

Resolution No. 2016-22 for PD 2013-2

Deadlines associated with action:

This resolution will set the hearing date to levy special assessments as June 13, 2016.

Department head comments:

These are Street Improvement Districts that were created for new development by Allen Anderson:

PD 2013-2 - Nalan Drive

This action will set the hearing dates for assessments at the June 13, 2016 City Council Meeting.

One June 13, 2016 the City Council will set as a Board of Equalization and levy remaining special assessments on the projects. (Alan has made developer payments)

Intersection costs will be the responsibility of the City as General Obligation.

City Administrator comments:

Recommend Approval

RESOLUTION NO. 2016 - 22

RESOLUTION ACCEPTING THE WORK AND THE CERTIFICATE OF THE CITY ENGINEER IN STREET IMPROVEMENT DISTRICT NO. 2013-2

WHEREAS, the City of Hastings, Nebraska did heretofore enter into contracts for the construction of improvements in Street Improvement District Nos. 2013-2 (*Nalan Drive from a point 100.00 feet north of West 13th Street north to the north right-of-way line of the intersection with West 14th Street/Meander Circle, then east a distance of 200.00 feet from said intersection and west a distance of 150.00 feet from said intersection, said improvements shall include the intersection of Nalan Drive and West 14th Street/Meander Circle*) 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 Street Improvement District No. 2013-2 has now been fully completed according to the terms and stipulations of the plans and specifications according to the report 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 Street Improvement District No. 2013-2 be and hereby are accepted, and that the improvements constructed under the contract referred to above and the City Engineer's final statement of cost relative to said District be and hereby are accepted.

Passed and approved this 23rd day of May 2016

Mayor

ATTEST:

City Clerk

[SEAL]

APPROVED AS TO FORM:

City Attorney

City Surveyor

CERTIFICATE OF THE ENGINEER
HASTINGS, NEBRASKA

May 2, 2016

Honorable Mayor and City Council
City of Hastings, Nebraska

Ladies and Gentlemen:

I hereby certify that the construction in Street Improvement District No. 2013-2 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 Street Improvement District No. 2013-2 in the City of Hastings, Nebraska:

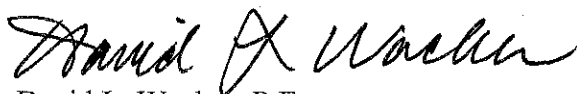
Contractor's Final Estimate	\$123,276.60
Engineering & Inspection	\$ 5,391.06
Adv., Interest, Legal & Misc.	<u>\$ 2,775.67</u>

TOTAL COST OF DISTRICT. . . \$131,443.33

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

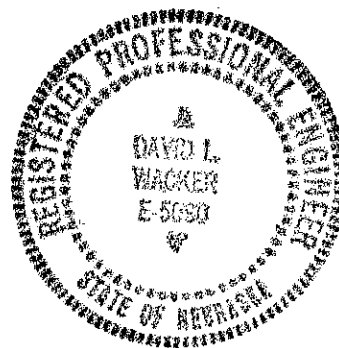
Total Assessments	\$117,441.72
General Obligation	<u>\$ 14,001.61</u>
	\$131,443.33

Respectfully submitted,



David L. Wacker, P.E.
Director of Public Works
City Engineer

DLW/dp



Department: Engineering
Staff Contact: David Wacker, City Engineer
Council Meeting Date: 05/23/2016

AGENDA ITEM SUMMARY SHEET

Description of Item:

Resolution accepting the plat and schedule of assessments as prepared by the City Engineer for special assessments for PD 2013-2

Names of People/Business affected by this action:

Residents-Property Owners
City of Hastings
Alan Anderson
Dept Services

Why Council action is required:

Bond Transcript requirement. Statutory procedure for levying special assessments.

Type of action requested:

Resolution

Suggested motion:

Resolution No. 2016-23 for PD 2016-2

Deadlines associated with action:

This resolution will set the hearing date of levy special assessments as June 13, 2016.

Department head comments:

These are Street Improvements Districts that were created for new development by Alan Anderson:

PD 2013-2 Nalan Drive

This action will set the hearing dates for assessments at the June 13, 2016 City Council Meeting. One June 13, 2016 the City Council will set a Board of Equalization and levy remaining special assessments on the projects (Alan has made developer payments). Intersection costs will be the responsibility of the City as General Obligation.

City Administrator comments:

Recommend Approval

RESOLUTION NO. 2016 - 23

RESOLUTION ACCEPTING THE PLAT AND SCHEDULE OF ASSESSMENTS AS PREPARED BY THE CITY ENGINEER FOR SPECIAL ASSESSMENTS PROPOSED TO BE LEVIED IN STREET IMPROVEMENT DISTRICT NO. 2013-2 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 Street Improvement District No. 2013-2 and the City Engineer has prepared and presented to the Mayor and City Council a plat and schedule of assessments proposed to be levied in said District.

Section 2. That said plat and schedule of assessments in Street Improvement District No. 2013-2 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 13th day of June 2016, in the City Council Chambers at the City Hall 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 Street Improvement District No. 2013-2 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 23rd day of May 2016.

ATTEST:

Mayor

City Clerk

[SEAL]

APPROVED AS TO FORM:

City Attorney

Department: Engineering
Staff Contact: David Wacker, City Engineer
Council Meeting Date: 05/23/2016

AGENDA ITEM SUMMARY SHEET

Description of Item:

Resolution accepting the work and the Certificate of the City Engineer for PD 2013-3

Names of People/Business affected by this action:

Residents-Property Owners
City of Hastings
Alan Anderson
Debt Services

Why Council action is required:

Bond Transcript requirement. Statutory procedure for levying special assessments.

Type of action requested:

Resolution

Suggested motion:

Resolution No. 2016-24 for PD 2013-3

Deadlines associated with action:

This resolution will set the hearing date to levy special assessments as June 13, 2016.

Department head comments:

These are Street Improvements Districts that were created for new development by Allen Anderson:

PD 2013-1 - Merle Avenue

This action will set the hearing dates for assessments at the June 13, 2016 City Council Meeting.

On June 13, 2016 the City Council will set as a Board of Equalization and levy remaining special assessments on the projects (Allen has made developer payments).

Intersection costs will be the responsibility of the City as General Obligation.

City Administrator comments:

Recommend Approval

RESOLUTION NO. 2016 - 24

RESOLUTION ACCEPTING THE WORK AND THE CERTIFICATE OF THE CITY ENGINEER IN STREET IMPROVEMENT DISTRICT NO. 2013-3

WHEREAS, the City of Hastings, Nebraska did heretofore enter into contracts for the construction of improvements in Street Improvement District Nos. 2013-3 (*Wendell Drive from the existing paving North a distance of 150.00 feet to West 33rd Street, and West 33rd Street from the existing paving West a distance of 115.00 feet to Wendell Drive including the intersection of Wendell Drive and West 33rd Street*) 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 Street Improvement District No. 2013-3 has now been fully completed according to the terms and stipulations of the plans and specifications according to the report 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 Street Improvement District No. 2013-3 be and hereby are accepted, and that the improvements constructed under the contract referred to above and the City Engineer's final statement of cost relative to said District be and hereby are accepted.

Passed and approved this 23rd day of May 2016

Mayor

ATTEST:

City Clerk

[SEAL]

APPROVED AS TO FORM:

City Attorney

City Surveyor

CERTIFICATE OF THE ENGINEER
HASTINGS, NEBRASKA

May 2, 2016

Honorable Mayor and City Council
City of Hastings, Nebraska

Ladies and Gentlemen:

I hereby certify that the construction in Street Improvement District No. 2013-3 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 Street Improvement District No. 2013-3 in the City of Hastings, Nebraska:

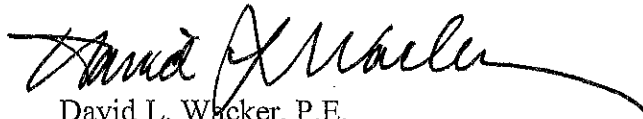
Contractor's Final Estimate	\$ 85,144.24
Engineering & Inspection	\$ 3,738.27
Adv., Interest, Legal & Misc.	<u>\$ 1,196.19</u>

TOTAL COST OF DISTRICT...\$ 90,078.70

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

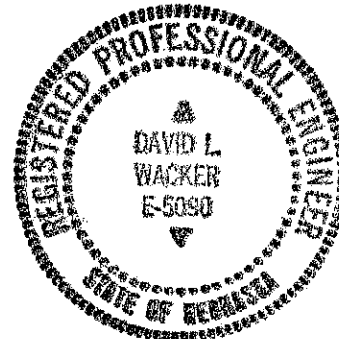
Total Assessments	\$ 48,023.93
General Obligation	<u>\$ 42,054.77</u>
	\$ 90,078.70

Respectfully submitted,



David L. Wacker, P.E.
Director of Public Works
City Engineer

DLW/dp



Department: Engineering
Staff Contact: David Wacker, City Engineer
Council Meeting Date: 05/23/2016

AGENDA ITEM SUMMARY SHEET

Description of Item:

Resolution accepting the plat and schedule of assessments as prepared by the City Engineer for special assessments for PD 2013-3

Names of People/Business affected by this action:

Residents-Property Owners
City of Hastings
Alan Anderson
Dept Services

Why Council action is required:

Bond Transcript requirement. Statutory procedure for levying special assessments.

Type of action requested:

Resolution

Suggested motion:

Resolution No 2016-25 for PD 2013-3

Deadlines associated with action:

This resolution will set the hearing date of levy special assessments as June 13, 2016.

Department head comments:

These are Street Improvements Districts that were created for new development by Allen Anderson:

PD 2013-1 - Merle Avenue

This action will set the hearing dates for assessments at the June 13, 2016 City Council Meeting.

On June 13, 2016 the City Council will set as a Board of Equalization and levy remaining special assessments on the projects (Allen has made developer payments).

Intersection costs will be the responsibility of the City as General Obligation.

City Administrator comments:

Recommend Approval

RESOLUTION NO. 2016 - 25

RESOLUTION ACCEPTING THE PLAT AND SCHEDULE OF ASSESSMENTS AS PREPARED BY THE CITY ENGINEER FOR SPECIAL ASSESSMENTS PROPOSED TO BE LEVIED IN STREET IMPROVEMENT DISTRICT NO. 2013-3 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 Street Improvement District No. 2013-3 and the City Engineer has prepared and presented to the Mayor and City Council a plat and schedule of assessments proposed to be levied in said District.

Section 2. That said plat and schedule of assessments in Street Improvement District No. 2013-3 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 13th day of June 2016, in the City Council Chambers at the City Hall 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 Street Improvement District No. 2013-3 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 23rd day of May 2016.

ATTEST:

Mayor

City Clerk

[SEAL]

APPROVED AS TO FORM:

City Attorney

Department: Engineering
Staff Contact: David Wacker, City Engineer
Council Meeting Date: 05/23/2016

AGENDA ITEM SUMMARY SHEET

Description of Item:

Award of Project 3-31-004-14
New runway marking and replace VASIs with PAPIs Runway 4/22

Names of People/Business affected by this action:

City of Hastings
FAA
NDA
Airport Patrons

Why Council action is required:

Approval of project, Federal Aid, and expenditures of funds

Type of action requested:

Resolution

Suggested motion:

Resolution No. 2016-26

Deadlines associated with action:

Federal budgeting purposes

Department head comments:

This project installs new PAPI (Precision approach Path Indicator) lighting and new compliant pavement marking on Runway 4/22 at the Hastings Airport. Some terminal area lighting is included as well as a new beacon.

City Council has approved the Federal Grant request for this project in previous action.

Bids were received on Tuesday May 10, 2016 at 11:00 a.m. on this project. Tabulation of bids is attached for your review.

Recommend award to IES Commercial, INC, 120 South Lincoln Street, Holdrege, NE 68949, in the amount of \$346,669.36 and approval of attached documents.

Construction is to proceed this summer

City Administrator comments:

Recommend Approval

Project No.: 3-31-0040-14
AIRPORT PROJECT

*BID TABULATION

BID DATE: May 10, 2016

BID TIME: 11:00 a.m.

Bidder	Bid		Bid Security (Yes/No)
Engineer Estimate	Base Bid - \$364,458.65		
Watts Electric 13351 Dovers Street Waverly, NE 68462	\$358,035.45		X
IES 120 South Lincoln Street Holdrege, NE 68949	\$346,669.36		X

RESOLUTION NO. 2016-26

WHEREAS, the City of Hastings is desirous of improving the Hastings Municipal Airport with the assistance of use of Federal and State Funds, and

WHEREAS, the City has approved project agreements for Project AIP Project No. 3-31-0040-14. Replace VASIs with PAPIs for Runway 4/22; Remove and replace beacon; Terminal area lighting, and has pledged sufficient local funds to finance its share of the construction of this project as so identified, and

WHEREAS, the City received bids for the construction on this project thru formal advertisement on May 10, 2016, at which time two (2) bids were received for the construction of the proposed work, and

WHEREAS, the following contractor for the items of work listed has been selected as the low bidder to whom the contract should be awarded.

IES Commercial Inc.
PO BOX 27
Holdrege, NE 68949

AMOUNT: \$346,669.36

NOW THEREFORE, in consideration of the above facts, the City Council of the City of Hastings, by this resolution, takes the following official action:

1. The City Council hereby concurs in the selection of the above mentioned contractor for the items of work listed, to whom the contract should be awarded.
2. The City Council hereby authorizes the Mayor and City Clerk to sign the contract(s) with the above mentioned contractor, contingent upon final approval of NDA (Nebraska Department of Aeronautics) and the FAA (Federal Aviation Administration).

PASSED AND APPROVED this 23rd day of May, 2016.

Vern Powers, Mayor

ATTEST:

City Clerk

(SEAL)

City Attorney

May 16th, 2016

Mr. Dave Wacker
Airport Manager
City of Hastings, NE
220 N. Hastings Avenue
HASTINGS, NE 68901-5144

RE: Recommendation of Award
Joint Sealing, New Runway Markings and
Replace VASIs with PAPIs for Runway 4/22;
Remove and Replace Beacon; Terminal Area Lighting
AIP Project No. 3-31-0040-14
KM-1511236

Dear Mr. Wacker:

On May 10th, 2016, two bids were received for the referenced project at Hastings Municipal Airport. Both bidders were qualified to submit a bid proposals within the requirements of the project specification and bid documents. There were no addendums on this project. Both proposals were reviewed and evaluated including unit price extensions. There were no mathematical errors within the bid totals and the bid tabulation is attached. A summary of the Bid Results and other required information have been provided below:

Bid Results (See attached bid tabulation for details)

Engineers Estimate	Watts electric	IES
\$364,458.65	\$358,035.06	\$346,669.36

Bidders submitted a 5% bid bond guarantee:

Both proposals were executed by an officer of the Company and an attest to their signatures were include:

Both proposals indicated that the cost to add the Sponsor and Engineer to their policy as Additional Insured will be \$0:

A pre-bid meeting was not held for this project:

Both bidders are pre-qualified:

The bidders are not on the debarment list through the SAM registrar:

Disadvantaged Business Enterprise (DBE) Participation:

The DBE goal established for this project by the sponsor is 9.73%. The DBE certification is attached.
Tabulated Results:

Bidder	Anticipated DBE Utilization
Goal	9.73%
IES	9.90%
Watts	23.38%

Tentative List of Subcontractors:

IES list of tentative subcontractors is attached.



Buy American:

IES indicated in the buy American Certification form that they will comply with Title 49 U.S.C. Section 50101 for this project. A waiver was not requested.

Recommendation for Award:

In accordance with the project specifications and contract documents, it is Kirkham Michael's recommendation to award the contract to IES Commercial, Inc. of 120 South Lincoln Street Holdrege, Nebraska on their bid proposal for the base bid of \$ 346,669.36 as the lowest responsive bidder.

Please note that NDA/FAA must concur in the award to IES before notification of award can be issued. The Sponsor shall not enter into a contract with IES, Inc. until Federal authorization is received.

If you have any questions or need any additional information, please contact us at 402.858.8852.

Sincerely

KIRKHAM, MICHAEL & ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read 'Eric Johnson', is written over the printed name.

Eric Johnson
Project Manager

Enclosure: Bid Tabulation
 IES proposal
 DBE Letters of Intent
 DBE Certifications

Cc w/enclosures: Rob Garber-Kirkham Michael
 Steve Whitton-FAA
 Barry Scheinost-NDA

Joint Sealing, New Runway Markings and Replace VASIs with P APIs for Runway 422;
Remove and Replace Beacon; Terminal Area Lighting
Hastings, Nebraska

Kirkham Michael & Associates
411 South 13th Street, Suite 101
Lincoln, NE 68501

AIP Project No.: 3-31-0040-14
KM Job #: 1511236

DATE OF BID OPENING: May 10, 2016 - 11:00 a.m.

Item No.	Description	Estimated Quantity	Units	Engineer's Estimate		Watts Electric Company		IES Commercial, Inc	
				DBE	9.73%	DBE	23.38%	DBE	9.90%
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Base Bid									
1	Mobilization	1	LS	\$52,000.00	\$52,000.00	\$89,250.00	\$89,250.00	\$79,000.00	\$79,000.00
2	Pavement Marking Removal	28,645	SF	\$1.05	\$30,077.25	\$0.95	\$27,212.75	\$0.80	\$22,916.00
3	Joint and Crack Repair	45,542	LF	\$1.45	\$66,035.90	\$1.62	\$73,778.04	\$1.74	\$79,243.08
4	Embankment (Established Quantity)	62	CY	\$30.00	\$1,860.00	\$38.00	\$2,356.00	\$125.00	\$7,750.00
5	Pavement Markings (White)	24,666	SF	\$1.00	\$24,666.00	\$1.00	\$24,666.00	\$0.63	\$15,539.58
6	Pavement Markings (Yellow)	880	SF	\$1.20	\$1,056.00	\$1.00	\$880.00	\$0.79	\$695.20
7	Pavement Markings (Black Outline)	6,930	SF	\$1.00	\$6,930.00	\$1.00	\$6,930.00	\$0.60	\$4,158.00
8	Disconnect and Remove VASI	4	EA	\$1,750.00	\$7,000.00	\$1,089.00	\$4,356.00	\$350.00	\$1,400.00
9	Remove L-801A Airport Rotating Beacon, 240V	1	EA	\$1,500.00	\$1,500.00	\$628.00	\$628.00	\$1,000.00	\$1,000.00
10	Replace L-801A Airport Rotating Beacon, 240V	1	EA	\$9,500.00	\$9,500.00	\$5,652.07	\$5,652.07	\$4,200.00	\$4,200.00
11	Remove L-801A Beacon Tower and Foundation	1	EA	\$4,000.00	\$4,000.00	\$2,151.00	\$2,151.00	\$3,500.00	\$3,500.00
12	Install New Airport Rotating Beacon Tip-Down Tower	1	EA	\$22,000.00	\$22,000.00	\$22,942.00	\$22,942.00	\$21,300.00	\$21,300.00
13	Ground Rods	6	EA	\$92.00	\$552.00	\$219.25	\$1,315.50	\$20.00	\$120.00
14	#6 Counterpoise Wire	720	LF	\$4.50	\$3,240.00	\$4.49	\$3,232.80	\$0.50	\$360.00
15	#8 5kV Cable	1,160	LF	\$6.00	\$6,960.00	\$1.73	\$2,006.80	\$1.00	\$1,160.00
16	600V #8 AWG THHN	900	LF	\$2.29	\$2,061.00	\$2.48	\$2,232.00	\$0.80	\$720.00
17	600 #10 AWG THHN	450	LF	\$2.19	\$985.50	\$1.96	\$882.00	\$0.50	\$225.00
18	Lighting Vault Electrical Work	1	EA	\$3,000.00	\$3,000.00	\$1,965.65	\$1,965.65	\$3,200.00	\$3,200.00
19	Conduit, 2" PVC Schedule 40	800	LF	\$12.85	\$10,280.00	\$2.28	\$1,824.00	\$6.00	\$4,800.00
20	Directional Boring	240	LF	\$20.00	\$4,800.00	\$12.28	\$2,947.20	\$13.00	\$3,120.00
21	Conduit, 1" PVC Schedule 40	450	LF	\$7.90	\$3,555.00	\$1.75	\$787.50	\$5.25	\$2,362.50
22	In-Ground Electrical Boxes and Junction Structures	5	EA	\$500.00	\$2,500.00	\$640.42	\$3,202.10	\$400.00	\$2,000.00

Joint Sealing, New Runway Markings and Replace VASIS with PAPIs for Runway 422;
Remove and Replace Beacon; Terminal Area Lighting
Hastings, Nebraska

Kirkham Michael & Associates
411 South 13th Street, Suite 101
Lincoln, NE 68501

ALP Project No.: 3-31-0040-14
KM Job #: 1511236

DATE OF BID OPENING: May 10, 2016 - 11:00 a.m.

Item No.	Description	Estimated Quantity	Units	Engineer's Estimate		Watts Electric Company		IES Commercial, Inc	
				DBE	9.73%	DBE	23.38%	DBE	9.90%
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
23	Site/Apron Lighting Pole	6	EA	\$9,500.00	\$57,000.00	\$2,953.13	\$17,718.78	\$3,500.00	\$21,000.00
24	Quazle In-Ground Pullbox	3	EA	\$800.00	\$2,400.00	\$1,102.28	\$3,306.84	\$1,400.00	\$4,200.00
25	L-881 PAPI	2	EA	\$18,000.00	\$36,000.00	\$26,631.64	\$53,263.28	\$28,100.00	\$56,200.00
26	Seeding and Fertilizing	1	LS	\$2,000.00	\$2,000.00	\$2,042.50	\$2,042.50	\$4,000.00	\$4,000.00
27	Mulching	1	LS	\$2,500.00	\$2,500.00	\$506.25	\$506.25	\$2,500.00	\$2,500.00
TOTAL BID SCHEDULE (Items 1 thru 16)					\$364,458.65		\$358,035.06		\$346,669.36

PROPOSAL FORM

City of Hastings, Nebraska
Hastings Municipal Airport
AIP Project No.: 3-31-0040-14

TO: City of Hastings, Nebraska
Hastings, Nebraska

The undersigned, in compliance with the request for bids for construction of the following Project:

Hastings Municipal Airport
Joint Sealing, New Runway Markings and Replace VASIs with PAPIs for
Runway 4/22; Remove and Replace Beacon; Terminal Area Lighting
Hastings, Nebraska
AIP Project Number 3-31-0040-14

Hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment to faithfully perform all work required for construction of the Project in accordance with the project manual, project drawings and issued Addenda within the specified time of performance for the following prices:

BID SCHEDULE

Bid Item	Specification Reference and Item Description	Quantity	Unit	Unit Price	Extension
1	105 Mobilization	1	LS	\$ <u>79,000.00</u>	\$ <u>79,000.00</u>
written:	<u>Seventy Nine thousand dollars & 00/100</u>				
2	P-101 Pavement Marking Removal	28,645	SF	\$ <u>80.00</u>	\$ <u>22916.00</u>
written:	<u>Twenty two thousand nine hundred Sixteen dollars & 00/100</u>				
3	P-101 Joint and Crack Repair	45,542	LF	\$ <u>1.74</u>	\$ <u>79243.08</u>
written:	<u>Seventy nine thousand two hundred forty three dollars & 08/100</u>				
4	P-152 Embankment (Established Quantity)	62	CY	\$ <u>125.00</u>	\$ <u>7750.00</u>
written:	<u>Seven thousand Seven hundred fifty dollars & 00/100</u>				
5	P-620 Pavement Markings (White)	24,666	SF	\$ <u>63.00</u>	\$ <u>15539.58</u>
written:	<u>fifteen thousand five hundred thirty nine dollars & 58/100</u>				
6	P-620 Pavement Markings (Yellow)	880	SF	\$ <u>79.00</u>	\$ <u>695.20</u>
written:	<u>Six hundred ninety five dollars & 20/100</u>				
7	P-620 Pavement Markings (Black Outline)	6,930	SF	\$ <u>60.00</u>	\$ <u>4158.00</u>
written:	<u>Four thousand one hundred fifty eight dollars & 00/100</u>				
8	Disconnect and Remove VASI	4	EA	\$ <u>350.00</u>	\$ <u>1400.00</u>
written:	<u>One thousand four hundred dollars & 00/100</u>				
9	L-101 Remove L-801A Airport Rotating Beacon, 240V	1	EA	\$ <u>1000.00</u>	\$ <u>1000.00</u>
written:	<u>one thousand dollars & 00/100</u>				
10	L-101 Replace L-801A Airport Rotating Beacon, 240V	1	EA	\$ <u>4200.00</u>	\$ <u>4200.00</u>
written:	<u>four thousand two hundred dollars & 00/100</u>				

11	L-103 Remove L-801A Beacon Tower and Foundation	1	EA	\$ <u>3500</u>	.00	\$ <u>3500</u>	.00
written:	<u>three thousand five hundred dollars & 00/100</u>						
12	L-103 Install New Airport Rotating Beacon Tip-Down Tower	1	EA	\$ <u>21300</u>	.00	\$ <u>21300</u>	.00
written:	<u>twenty one thousand three hundred dollars & 00/100</u>						
13	L-108 Ground Rods	6	EA	\$ <u>20</u>	.00	\$ <u>120</u>	.00
written:	<u>one hundred twenty dollars & 00/100</u>						
14	L-108 #6 Counterpoise Wire	720	LF	\$ _____	.50	\$ <u>360</u>	.00
written:	<u>three hundred sixty dollars & 00/100</u>						
15	L-108 #8 5kv Cable	1,160	LF	\$ <u>1</u>	.00	\$ <u>1160</u>	.00
written:	<u>one thousand one hundred sixty dollars & 00/100</u>						
16	L-108 600V #8 AWG THHN	900	LF	\$ _____	.80	\$ <u>720</u>	.00
written:	<u>seven hundred twenty dollars & 00/100</u>						
17	L-108 600V #10 AWG THHN	450	LF	\$ _____	.50	\$ <u>225</u>	.00
written:	<u>two hundred twenty five dollars & 00/100</u>						
18	L-109 Lighting Vault Electrical Work	1	EA	\$ <u>3200</u>	.00	\$ <u>3200</u>	.00
written:	<u>three thousand two hundred dollars & 00/100</u>						
19	L-110 Conduit, 2" PVC Schedule 40	800	LF	\$ <u>6</u>	.00	\$ <u>4800</u>	.00
written:	<u>four thousand eight hundred dollars & 00/100</u>						
20	L-110 Directional Boring	240	LF	\$ <u>13</u>	.00	\$ <u>3120</u>	.00
written:	<u>three thousand one hundred twenty dollars & 00/100</u>						
21	L-110 Conduit, 1" PVC Schedule 40	450	LF	\$ <u>5.25</u>		\$ <u>2362.50</u>	
written:	<u>two thousand three hundred sixty two dollars & 50/100</u>						
22	L-115 In-Ground Electrical Boxes and Junction Structures	5	EA	\$ <u>400</u>	.00	\$ <u>2000</u>	.00
written:	<u>two thousand dollars & 00/100</u>						
23	265600 Site/Apron Lighting Pole	6	EA	\$ <u>3500</u>	.00	\$ <u>21000</u>	.00
written:	<u>twenty one thousand dollars & 00/100</u>						
24	Quazite In-Ground Pullbox	3	EA	\$ <u>1400</u>	.00	\$ <u>4200</u>	.00
written:	<u>four thousand two hundred dollars & 00/100</u>						
25	M-601 L-881 PAPI	2	EA	\$ <u>28100</u>	.00	\$ <u>56200</u>	.00
written:	<u>fifty six thousand two hundred dollars & 00/100</u>						
26	T-901 Seeding and Fertilizing	1	LS	\$ <u>4000</u>	.00	\$ <u>4000</u>	.00
written:	<u>four thousand dollars & 00/100</u>						
27	T-908 Mulching	1	LS	\$ <u>2500</u>	.00	\$ <u>2500</u>	.00
written:	<u>two thousand five hundred dollars & 00/100</u>						

TOTAL BID SCHEDULE (Numeral Format) \$ 346,669.36

TOTAL BID SCHEDULE (Written Format): Three hundred forty six thousand six hundred sixty nine dollars & 36/100

ACKNOWLEDGEMENTS BY BIDDER

- a. By submittal of a proposal, the BIDDER acknowledges and accepts that the quantities established by the OWNER are an approximate estimate of the quantities required to fully complete the Project and that the estimated quantities are principally intended to serve as a basis for evaluation of bids. The BIDDER further acknowledges and accepts that payment under this contract will be made only for actual quantities and that quantities will vary in accordance with the General Provisions subsection entitled "Alteration of Work and Quantities".
- b. The BIDDER acknowledges and accepts that the Bid Documents are comprised of the documents identified within the Instructions to Bidders. The BIDDER further acknowledges that each the individual documents that comprise the Bid Documents are complementary to one another and together establishes the complete terms, conditions and obligations of the successful BIDDER.
- c. As evidence of good faith in submitting this proposal, the undersigned encloses a bid guaranty in the form of a certified check or bid bond in the amount of 5% of the bid price. The BIDDER acknowledges and accepts that refusal or failure to accept award and execute a contract within the terms and conditions established herein will result in forfeiture of the bid guaranty to the owner as a liquidated damage.
- d. The BIDDER acknowledges and accepts the OWNER'S right to reject any or all bids and to waive any minor informality in any Bid or solicitation procedure.
- e. The BIDDER acknowledges and accepts the OWNER'S right to hold all Proposals for purposes of review and evaluation and not issue a notice-of-award for a period not to exceed **90 calendar days** from the stated date for receipt of bids.
- f. The undersigned agrees that upon written notice of award of contract, he or she will execute the contract within thirty (30) days of the notice-of-award and furthermore and provide executed payment and performance bonds within fifteen (15) days from the date of contract execution. The undersigned accepts that failure to execute the contract and provide the required bonds within the stated timeframe shall result in forfeiture of the bid guaranty to the owner as a liquidated damage.
- g. Time of Performance: By submittal of this proposal, the undersigned acknowledges and agrees to commence work within ten (10) calendar days of the date specified in the written "Notice-to-Proceed" as issued by the OWNER. The undersigned further agrees to complete the Project within 80 working days from the commencement date specified in the Notice-to-Proceed. Included within the 80 working days is when work requires both runways to be closed, work will be completed within 5 calendar days.
- h. The undersigned acknowledges and accepts that for each and every Working day the project remains incomplete beyond the contract time of performance, the Contractor shall pay the non-penal amount of **\$1,200.00** per Calendar/Working day as a liquidated damage to the OWNER. In addition, when work requires both runways to be closed, the Contractor shall pay the non-penal amount of **\$1,500.00** per calendar day as liquidated damages to the OWNER if work not completed within 5 calendar days of both runways being closed.
- i. The BIDDER acknowledges that the OWNER has established a contract Disadvantaged Business Enterprise goal of 9.73% for this project. The BIDDER acknowledges and accepts the requirement to apply and document good faith efforts, as defined in Appendix A, 49 CFR Part 26, for subcontracting a portion of the prime contract to certified Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26 for purposes of meeting the OWNER'S established goal. The BIDDER, in complying with this requirement, proposes participation by Disadvantaged Business Enterprises as stated on the attached forms, "Utilization Statement" and "Letter of Intent".
- j. The BIDDER, by submission of a proposal, acknowledges that award of this contract is subject to the provisions of the Davis-Bacon Act. The BIDDER accepts the requirement to pay prevailing wages for each classification and type of worker as established in the attached wage rate determination as issued by the United States Department of Labor. The BIDDER further acknowledges and accepts their requirement to incorporate the provision to pay the established prevailing wages in every subcontract agreement entered into by the Bidder under this project.
- k. The undersigned specifically agrees not to discriminate against any recipients of services on the basis of race, color, sex, religion, creed, age, marital status, physical or mental disability, political affiliation, national origin or ancestry, and not to discriminate against any employees or applicant for employment on the basis of race, color, sex, religion, creed, age, marital status, physical or mental disability, political affiliation, national origin or ancestry.

- l. The undersigned states that they are complying with and will continue to comply with fair labor standards, as defined in Neb. Rev. Stat. § 73-104, (reissue 2003), in the pursuit of their business and in the execution of the contract pursuant to this bid.
- m. Compliance Reports (41 CFR Part 60-1.7): Within 30 days after award of this contract, the Contractor/Subcontractor shall file a compliance report (Standard Form 100) if s/he has not submitted a complete compliance report within 12 months proceeding the date of award. This report is required if the Contractor/Subcontractor meets all of the following conditions:
1. Contractors/Subcontractors are not exempt based on 41 CFR 60-1,5.
 2. Has 50 or more employees.
 3. Is a prime contractor or first tier subcontractor.
 4. There is a contract, subcontract, or purchase order amounting to \$50,000 or more
- n. The undersigned acknowledges receipt of the following addenda:

Addendum Number ____ dated ____ / ____ / ____

Received _____

Addendum Number ____ dated ____ / ____ / ____

Received _____

Addendum Number ____ dated ____ / ____ / ____

Received _____

REPRESENTATIONS BY BIDDER

By submittal of a proposal (bid), the BIDDER represents the following:

- a. The BIDDER has read and thoroughly examined the bid documents including all authorized addenda.
- b. The BIDDER has a complete understanding of the terms and conditions required for the satisfactory performance of project work.
- c. The BIDDER has fully informed themselves of the project site, the project site conditions and the surrounding area.
- d. The BIDDER has familiarized themselves of the requirements of working on an operating airport and understands the conditions that may in any manner affect cost, progress or performance of the work
- e. The BIDDER has correlated their observations with that of the project documents.
- f. The BIDDER has found no errors, conflicts, ambiguities or omissions in the project documents, except as previously submitted in writing to the owner that would affect cost, progress or performance of the work.
- g. The BIDDER is familiar with all applicable Federal, State and local laws, rules and regulations pertaining to execution of the contract and the project work.
- h. The BIDDER has complied with all requirements of these instructions and the associated project documents.

CERTIFICATIONS BY BIDDER

- a. The undersigned hereby declares and certifies that the only parties interested in this proposal are named herein and that this proposal is made without collusion with any other person, firm or corporation. The undersigned further certifies that no member, officer or agent of OWNER'S has direct or indirect financial interest in this proposal.
- b. **Certification of Non-Segregated Facilities:** (41 CFR Part 60-1.8)
The BIDDER, as a potential federally-assisted construction contractor, certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The BIDDER certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause, which is to be incorporated in the contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

c. **Trade Restriction Certification:** (49 CFR Part 30)

The Bidder, by submission of an offer certifies that it:

1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
3. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

d. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** (49 CFR Part 29)

The Bidder certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

e. **Buy American Certification:** (Title 49 U.S.C. Chapter 501)

As a condition of bid responsiveness, the bidder must show it intend to comply with the Buy American preferences established under Title 49 U.S.C. Section 50101. Bidder must complete the attached Buy American certification. If the bidder requests a permissible waiver to the Buy America requirements, the Bidder identified as with the successful bid must submit a formal waiver request and component cost calculation within the prescribed time identified on the Buy America certification.

f. **Lobbying and Influencing Federal Employees:**

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- g. **Additional Insured.** If there is an additional charge for the insurance for naming the City of Hastings, Nebraska, and the Engineer as an additional insured, the amount must be shown here. The amount shown will not change the total bid. A blank or inserting a zero will mean the Bidder's insurance company does not charge an extra fee for naming the City of Hastings, Nebraska, and the Engineer as an additional insured. \$_____.

ATTACHMENTS TO THIS BID

The following documents are attached to and made a part of this Bid:

1. Bid Guaranty in the form of Bid Bond;
2. Completed DBE forms "Utilization Statement" and "Letter of Intent".
3. Evidence of good faith efforts required by 49 CFR Part 26, Appendix A. If proposed DBE goal is met, submittal of evidence of good faith efforts is not required.
4. Evidence of BIDDER'S qualifications per the requirements of the Instructions-to-Bidders.
5. Buy American Certification

SIGNATURE OF BIDDER

IF AN INDIVIDUAL:

Name: _____

By: _____
(Signature of Individual)

Doing Business as: _____

Business Address: _____

Telephone Number: _____

IF A PARTNERSHIP:

Partnership Name: _____

By: _____
(Authorized Signature)
(Attach Evidence of Authority to sign as a Partnership)

Name and Title: _____

Business Address: _____

Telephone Number: _____

IF A CORPORATION:

Corporation Name: IES Commercial Inc.

By: William K. Kunze
(Authorized Signature)
(Attach Evidence of Authority to sign)

Name and Title: William Kunze, Vice Pres.

Business Address: P.O. Box 27

Holdrege, NE 68849

Telephone Number: 308-995-4462

(CORPORATE SEAL)

ATTEST:

By: Ted Kayton
(Authorized Signature)

Name and Title: Ted Kayton, Vice Pres.



IF A JOINT VENTURE: *(Attach copy of Joint Venture Agreement)*

Joint Venture Name: _____

By: _____

(Authorized Signature)
(Attach Evidence of Authority to sign)

Name and Title: _____

Business Address: _____

Telephone Number: _____

Joint Venture Name: _____

By: _____

(Authorized Signature)
(Attach Evidence of Authority to sign)

Name and Title: _____

Business Address: _____

Telephone Number: _____

LIST OF SUBCONTRACTORS

AIP Project: 3-31-0040-14

Airport: Hastings Municipal Airport

Location: Hastings, NE

The Airport Sponsor is required to submit subcontract information about DBE and non-DBE subcontractors who perform work on their federally-assisted contracts. Therefore the Airport Sponsor requires that the prime contractor submit the following information related to this project. The DBE rules described in the Information to Bidders and Special Provisions must be followed in regards to the firms listed on the DBE Participation Statement.

PROPOSED SUBCONTRACTORS

SUBCONTRACTOR	WORK TO BE PERFORMED	APPROXIMATE DOLLAR VALUE
1. <u>Todco Barricade</u>	<u>Pavement Marking Removal</u>	<u>43,000</u>
2. <u>Scodellon Const</u>	<u>Joint Repair</u>	<u>78,000</u>
3. <u>Buka Const</u>	<u>Construction Fence</u>	<u>34,400</u>
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____
11. _____	_____	_____
12. _____	_____	_____

SIGNED Mike T. McMinamien

COMPANY IES Commercial Inc.

BY Mike T. McMinamien

DATE 5-9-16

(Printed name)

Buy America Certification
(Title 49 U.S.C. Section 50101)

PROJECT NAME:	Hastings Municipal Airport Joint Sealing, New Runway Markings and Replace VASIs with PAPIs for Runway 4/22; Remove and Replace Beacon; Terminal Area Lighting Hastings, Nebraska
AIRPORT NAME:	Hastings Municipal Airport
AIP NUMBER:	3-31-0040-14

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

BUY AMERICAN CERTIFICATION FORM FOR MANUFACTURED PRODUCTS

(Non-building projects such as airfield/roadway construction, equipment acquisition, etc.)

As a matter of bid responsiveness, the Bidder or Offeror must complete, sign, date, and submit this certification statement with their proposal. The Bidder or Offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- ☒ The Bidder or Offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States, or;
 - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the Bidder or Offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic product.
3. To furnish US domestic product for any waiver request that the FAA rejects.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The Bidder or Offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent Bidder or Offeror with the apparent low bid agrees:

1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 waiver is:

- a) Detailed cost information for total project using US domestic product.
- b) Detailed cost information for total project using non-domestic product.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

5-9-16
Date
IES Commercial Inc.
Company Name

Led Kayton
Signature
Vice Pres.
Title

Buy America Waiver Request

Title 49 U.S.C Section 50101 (b)

For Airfield Development Projects funded under the Airport Improvement Program

Type of Waiver Request:

The bidder may request a waiver subject to the provisions of Section 50101(b)(3) or Section 50101(b)(4). The bidder may not request a waiver under Section 50101(b)(1) or Section 50101(b)(2). Bidder is hereby advised that the Owner's approval with the bidder's waiver request is contingent upon FAA approval. The bidder must select one of the following applicable waiver provisions:

- ☐ Section 50101(b)(3): Bidder hereby requests a waiver to Buy America preferences based upon Section 50101(b)(3) for the equipment identified below. The bidder certifies that _____ % of the cost of components and subcomponents comprising the equipment are produced in the United States and that final assembly occurs within the United States. (*Bidder must attach a copy of the component cost calculation table*)

Equipment: _____

- ☐ Section 50101(b)(4). Bidder hereby requests a waiver to Buy America preferences based upon Section 50101(b)(4). The bidder asserts provision of domestic material increases the cost of the overall project by more than 25%. (*Note: This type of waiver is very rare*)

Certification Signature

In accordance with Section 50101(b), we request a waiver to the Buy America provisions based on the above certification and attached documentation.

Bidder's Firm Name

Date

Signature

Instructions for Section 50101(b)(3) Waiver:

1. "Equipment" in Section 50101 shall mean the following:
 - a) Individual type "L" items (Airfield Lighting Equipment) as listed in FAA Advisory Circular 150/5345-53.
 - b) Individual bid items as established within FAA Advisory Circular 150/5370-10. The bid item application may not be applied for the type "L" items listed in AC 150/5345-53.
 - c) A waiver request may only address one specific equipment item. Submit separate requests for each equipment item for which a waiver.
 - d) Items listed under the Nationwide Waiver do not require further review. Please refer to the following webpage:
http://www.faa.gov/airports/aip/procurement/federal_contract_provisions/media/buy_american_waiver.xls
2. The bidder must base the U.S. percentage upon the value that results from completing a component cost calculation table similar to the attached format. Bidder shall avoid mere pro forma efforts to establish the waiver request percentage. The Bidder must submit the component cost calculation table as an attachment to the waiver request.
3. Components/subcomponents are the material and products composing the "equipment".
4. The final assembly of the AIP-funded "equipment" must be within the USA (*Section 50101(b)(3)(B)*). Final assembly is the substantial transformation of the components and subcomponents into the end product.
5. All steel used in the "Equipment" must be produced in the United States.
6. The Buy American requirements apply to all tier contractors and subcontractors. All contractors/subcontractors are required to provide appropriate documentation that indicates origin of manufacturer and percentage of domestic made product.
7. The bidder is hereby advised there is no implied or expressed guarantee that a requested waiver will be issued by the Federal Aviation Administration (FAA). Less than 60% USA component/subcomponent proposed for this facility CANNOT be waived. Products made with foreign steel are not eligible for a waiver.

Instructions for Section 50101(b)(4) Waiver:

1. The 25% cost increase waiver is rarely applicable. Consult Owner before making this request.

North America Free Trade Act (NAFTA)

The NAFTA **does not** apply to the AIP. Products and material made in Canada or Mexico must be considered as foreign made products.

COMPONENT COST CALCULATION TABLE

- In lieu of completing this table, bidder may prepare a spreadsheet that addresses the same information and calculations as presented herein.
- An authorized person shall attest under signature and date that the submitted information is accurate and complete.
- The bidder/contractor shall submit the signed component cost calculation table to the Owner as an attachment to the waiver request
- The component breakout shall be along major components of the equipment.
- Submit separate calculation for each different equipment types. Do not combine the component cost calculations of different types of equipment.
- For Airfield development projects, equipment is defined as the "L" items (Airfield Lighting Equipment) as listed in FAA Advisory Circular 150/5345-53 and the b) individual bid items as established within FAA Advisory Circular 150/5370-10. The individual bid item method may not be applied to the "L" type items.

Equipment Type: _____

Component/Subcomponents	Name of Manufacturer	Country of Origin	Cost of Foreign Manufactured Components/Subcomponents	Cost of USA Manufactured Components/Subcomponents

Sum of US Manufactured Component/Subcomponent Costs: _____

Sum of all Equipment Components and Subcomponents: _____

Percentage of Equipment Components Manufactured in the United States: _____

Place of Final Assembly: _____

Certification Signature

I hereby certify the above information is accurate and complete.

Bidder's Firm Name

Date

Signature

Buy American Certification
BAC-5

UTILIZATION STATEMENT Disadvantaged Business Enterprise

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner. (Please mark the appropriate box)

- ☒ The bidder/offeror is committed to a minimum of 9.73% DBE utilization on this contract.
- ☐ The bidder/offeror, while unable to meet the DBE goal of ____%, hereby commits to a minimum of ____% DBE utilization on this contract and also submits documentation, as an attachment demonstrating good faith efforts (GFE).

The undersigned hereby further assures that the information included herein is true and correct, and that the DBE firm(s) listed herein have agreed to perform a commercially useful function in the work items noted for each firm. The undersigned further understands that no changes to this statement may be made without prior approval from the Civil Right Staff of the Federal Aviation Administration.

IES Commercial Inc.
Bidder's/Offor's Firm Name

Mike McManis
Signature

5-9-16
Date

DBE UTILIZATION SUMMARY

	<u>Contract Amount</u>		<u>DBE Amount</u>		<u>Contract Percentage</u>
DBE Prime Contractor	\$ _____ x 1.00 =		\$ _____		_____ %
DBE Subcontractor	\$ <u>34,400</u> x 1.00 =		\$ <u>34,400</u>		<u>9.9</u> %
DBE Supplier	\$ _____ x 0.60 =		\$ _____		_____ %
DBE Manufacturer	\$ _____ x 1.00 =		\$ _____		_____ %
Total Amount DBE			\$ <u>34,400</u>		<u>9.9</u> %
DBE Goal			\$ <u>33,730</u>		<u>9.73</u> %

Note: If the total proposed DBE participation is less than the established DBE goal, Bidder must provide written documentation of the good faith efforts as required by 49 CFR Part 26.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

IES Commercial, Inc.
120 South Lincoln Street,
Holdrege, NE 68949

SURETY:

(Name, legal status and principal place of business)

National Union Fire
Insurance Company of Pittsburgh, PA
175 Water Street, 18th Floor
New York, NY 10038

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Hastings
220 North Hastings Avenue
Hastings, NE 68901

BOND AMOUNT: \$ 5% G.A.B.

Five Percent of the Greatest Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

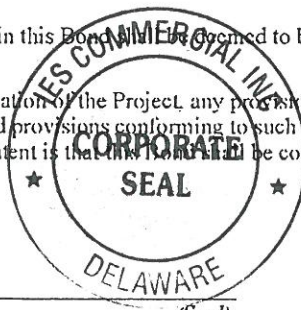
Hastings Municipal Airport - AIP 3-31-0040-14

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 10th day of May, 2016



IES Commercial, Inc.

(Principal)

(Seal)

By:

WILLIAM L. KUNZE VICE PRESIDENT

National Union Fire Insurance Company of Pittsburgh, PA

(Surety)

(Seal)

By:

Jo Ann Parker Attorney-in-Fact

MARY J. ROOT
(Witness) MARY J. ROOT
CONTRACT ADMIN

Laura E. Sudduth
(Witness) Laura E. Sudduth

POWER OF ATTORNEY

American Home Assurance Company
National Union Fire Insurance Company of Pittsburgh, PA.
Principal Bond Office: 175 Water Street, New York, NY 10038

Power No. 29720

No. 31-B-16587

KNOW ALL MEN BY THESE PRESENTS:

That American Home Assurance Company, a New York corporation, and National Union Fire Insurance Company of Pittsburgh, PA., a Pennsylvania corporation, does each hereby appoint

---Larry H. Senkel, Cindy Peters, Jo Ann Parker, Mary Ann Garcia, Laura Sudduth: of Houston, Texas---

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, PA. have each executed these presents

this 31st day of March, 2016



Michael C. Fay

Michael C. Fay, Vice President

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On this 31st day of March, 2016, before me came the above named officer of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, PA., to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporations thereto by authority of his office.

Juliana Hallenbeck

JULIANA HALLENBECK
Notary Public - State of New York
No. 01HA6125671
Qualified in Bronx County
My Commission Expires April 18, 2017

CERTIFICATE

Exerpts of Resolutions adopted by the Boards of Directors of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, PA. on May 18, 1976:

"**RESOLVED**, that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business;

"**RESOLVED**, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance and other contract of indemnity and writing obligatory in the nature thereof;

"**RESOLVED**, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

I, Martin Bogue, Assistant Secretary of American Home Assurance Company and of National Union Fire Insurance Company of Pittsburgh, PA. do hereby certify that the foregoing excerpts of Resolutions adopted by the Boards of Directors of these corporations, and the Powers of Attorney issued pursuant thereto, are true and correct, and that both the Resolutions and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of each corporation

this 10th day of May, 2016



Martin Bogue

Martin Bogue, Assistant Secretary

Department: City Attorney

Staff Contact:

Council Meeting Date: 05/23/2016

AGENDA ITEM SUMMARY SHEET

Description of Item:

Ordinance No. 4478 repealing Ordinance No. 4406 for the sale of the City Block property as a result of no purchase agreement ever having been executed, and providing for the sale of the City Block property to City Block Center Hospitality, L.L.C., a Nebraska limited liability company, City Block Center Housing, L.L.C., a Nebraska limited liability company, and City Block Center Mixed-Use, L.L.C., a Nebraska limited liability company

Names of People/Business affected by this action:

City of Hastings, citizens of Hastings, City Block Center Hospitality, L.L.C., a Nebraska limited liability company, City Block Center Housing, L.L.C., a Nebraska limited liability company, and City Block Center Mixed-Use, L.L.C., a Nebraska

Why Council action is required:

Ordinances are required by law to adopted by the City Council on three readings

Type of action requested:

Ordinance

Suggested motion:

Move to adopt Ordinance No. 4478 on First Reading, and if successful, move to suspend the rules and adopt Ordinance No. 4478 on second and third reading

Deadlines associated with action:

There is a 30-day right of remonstrance on the sale of city property pursuant to Neb. Rev. Stat. 16-202

Department head comments:

This ordinance is one of the prerequisites to moving forward with the City Block project

City Administrator comments:

Recommend Approval

ORDINANCE NO. 4478

AN ORDINANCE OF THE CITY OF HASTINGS, NEBRASKA, TO REPEAL ORDINANCE NO. 4406 AS NO REAL ESTATE PURCHASE AGREEMENT WAS EVER ENTERED INTO BETWEEN THE PARTIES; TO AUTHORIZE THE SALE OF CITY PROPERTY; TO PROVIDE THE TERMS OF SALE AND AUTHORIZE THE MAYOR TO EXECUTE AND DELIVER A QUIT CLAIM DEED TO THE PROPERTY; TO PROVIDE FOR A REMONSTRANCE TO SAID SALE AS PROVIDED BY LAW; AND TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

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

Section 1. That Ordinance No. 4406 of the City of Hastings, Nebraska, be and the same is hereby repealed and shall be of no force or effect.

Section 2. That the following described real property owned by the City of Hastings, Nebraska, to wit:

Lots 1 through 24, Block 15, Original Town of Hastings, Adams County, Nebraska is hereby authorized sold to City Block Center Hospitality, L.L.C., a Nebraska limited liability company, City Block Center Housing, L.L.C., a Nebraska limited liability company, and City Block Center Mixed-Use, L.L.C., a Nebraska limited liability company, for the purchase price of One Dollar (\$1.00), subject to the satisfaction of the contingencies set forth in the Redevelopment Agreement between the Community Redevelopment Authority of the City of Hastings, Nebraska, the City of Hastings, Nebraska, and City Block Center Hospitality, L.L.C., a Nebraska limited liability company, City

Block Center Housing, L.L.C., a Nebraska limited liability company, and City Block Center Mixed-Use, L.L.C., a Nebraska limited liability company.

Section 3. That the Mayor is hereby empowered to execute and deliver a Quit Claim Deed to the above described real property to City Block Center Hospitality, L.L.C., a Nebraska limited liability company, City Block Center Housing, L.L.C., a Nebraska limited liability company, and City Block Center Mixed-Use, L.L.C., a Nebraska limited liability company, upon the payment of the purchase price according to the terms of the Redevelopment Agreement to be executed by the Community Redevelopment Authority of the City of Hastings, Nebraska, the City of Hastings, Nebraska, and City Block Center Hospitality, L.L.C., a Nebraska limited liability company, City Block Center Housing, L.L.C., a Nebraska limited liability company, and City Block Center Mixed-Use, L.L.C., a Nebraska.

Section 3. That such sale shall not be closed for a period of thirty (30) days from the passage and publication date of this Ordinance so as to allow for the remonstrance to said sale by citizens of the City, by filing, in writing, a remonstrance to said sale signed by legal electors of the City equal in number to thirty percent (30%) of the electors of the City voting at the last regular municipal election held by the City, with the governing body of the City. If said remonstrance is filed and certified as legally sufficient by the City Clerk, the above property shall not then, nor within one (1) year thereafter, be sold.

Section 4. That this ordinance shall take effect and be in full force and effect from and after its passage, approval and publication or posting as required by law, in its entirety or in pamphlet form. The effective date of this Ordinance shall be _____, and this ordinance shall not be included in the Hastings City Code Book.

PASSED AND APPROVED this _____ day of _____, 2016.

ATTEST:

Mayor

City Clerk

(S E A L)

Approved as to form: _____
City Attorney