

**HASTINGS CITY COUNCIL
AGENDA**

**Council Chambers – City Hall
220 North Hastings Avenue
June 11, 2018
5:30 PM**

ROLL CALL:

PLEDGE OF ALLEGIANCE:

MOTION TO ADOPT CURRENT AGENDA for June 11, 2018 Regular Meeting.

PUBLIC NOTICE - Official Notice of the Regular Meeting was published in the Hastings Tribune on Friday, June 8, 2018. Pursuant to Nebraska Revised Statute Section 84-1412, the public is advised that a copy of today's agenda and all reproducible written material which will be discussed at today's meeting is located at the back of the Council Chambers. Also, a current copy of the Nebraska Open Meetings Act is posted on the south wall of the Council Chambers which is accessible to members of the public.

COUNCIL COMMUNICATION:

Reports of Liaisons.

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

MAYOR'S COMMUNICATIONS:

June 2018 Service Anniversaries.

CONSENT AGENDA:

1. All Consent Items.
 - (a) Approval of the minutes of the Council Meeting of May 29, 2018
 - (b) Approval of the minutes of the Council Worksession of May 21, 2018
 - (c) Approval of claims and payroll
 - (d) Approval of the request of YWCA to utilize city streets for the YMCA Adams County Annual 4th of July Parade and Celebration
 - (e) Approval of Work Order EL-53

- (f) Approval of invoice #768 from South Central Economic Development District in the amount of \$2800.00 for grant administration services on Community Development Block Grant Project 17-DTR-105, Hastings Downtown Revitalization
- (g) Approval of the request for Community Development Block Grant funds Drawdown #1 in the amount of \$2,800.00 for grant administration services, Project 17-DTR-105, Hastings Downtown Revitalization

REGULAR AGENDA:

2. Unfinished Business of Preceding Meeting.

3. Public Hearings.

- (a) Public hearing regarding placing a temporary moratorium on solar energy generation facilities within the City of Hastings and the 2-mile extraterritorial zoning jurisdiction boundary

Resolution 2018-29 declaring a moratorium on the receipt, processing and issuance of any existing or new solar energy generation facility applications within the City of Hastings and the 2-mile extraterritorial zoning jurisdiction boundary

- (b) Public hearing regarding an amendment to City Code Section 34-216 to update City of Hastings Floodplain Management Plan

Ordinance No. 4555 amending City Code Section 34-216, F. D. Flood Hazard District Regulations

4. General Business.

- (a) Approval of Agreement with Pictometry International Corp. for orthophotos and obliques (GIS System)
- (b) Action to correct the award of Contract for Project No. AIP No. 3-31-0040-015 for the rehabilitation of Building #11 at the Hastings Municipal Airport to reflect the correct subsidiary of VRL Construction, Inc.
- (c) Approval of Franchise Agreement with Allo Communications, LLC, for a nonexclusive fiber-optic cable franchise for the City of Hastings
- (d) Approval of Construction Agreement with Allo Communications, LLC for build-out of fiber-optic cable system

5. Ordinances and Resolutions.

6. Final Passage of Ordinances.

7. Appointments.

8. Miscellaneous and Other Business.
9. Possible Closed Session (if necessary or requested).

ADJOURN:

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

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

June 2018 Service Anniversaries

June 6 – Damian Carda, Utilities, 30 years

June 13 – Tom Roudebush-Torske, Parks, 5 years

June 17 – Justin Wahl, I.T., 5 years

June 23 – Mark Evans, Development Services, 20 years

June 24 – Zachary Larsen, Utilities, 5 years

June 26 – Dana Still, Library, 10 years

June 27, Joyce Mangers, Parks, 35 years

CITY OF HASTINGS, NEBRASKA
MINUTES OF CITY COUNCIL REGULAR MEETING
Tuesday, May 29, 2018

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 29, 2018.

The meeting was called to order at 5:30 p.m. in Regular Session by Mayor Stutte with the following members present: John Harrington, Paul Hamelink, Phil Odom, Scott Snell, Butch Eley, Ginny Skutnik, Jeniffer Beahm. Absent: Sarah Hoops.

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

Moved by Butch Eley seconded by Ginny Skutnik to adopt the current agenda for the May 29, 2018 Regular Meeting. Roll Call: Ayes: John Harrington, Paul Hamelink, Phil Odom, Scott Snell, Butch Eley, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: Sarah Hoops. The motion carried.

Mayor Stutte 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 Hamelink reported on the inaugural game of the Sodbusters and stated Duncan Field looked great and what a great venue. He stated it was a great success for the City of Hastings and he knew staff did a lot to make that happen and he wanted to extend congratulations to all involved and encouraged everyone to attend a game.

Councilmember Eley stated that the new Lake Hastings restrooms look outstanding and it appeared that the work on the traffic control for the middle school area has started up also.

CITIZEN COMMUNICATIONS:

None.

MAYOR'S COMMUNICATIONS:

Mayor Stutte also indicated he felt the Sodbusters game was a big success and the field looked fantastic and thanks to staff for getting that ready.

Mayor Stutte presented Kent Gilbert, former Fire Chief for 38 years with Hastings Fire Department, a plaque commemorating his service to the City of Hastings on his retirement.

Kent Gilbert said the City of Hastings was an easy employer to work for because of the people in the community and the people in the Hastings Fire Department.

CONSENT AGENDA:

1. All Consent Items.

Moved by Ginny Skutnik seconded by John Harrington to approve all consent items as presented. Roll Call: Ayes: John Harrington, Paul Hamelink, Phil Odom, Scott Snell, Butch Eley, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: Sarah Hoops. The motion carried.

(a) Approval of the minutes of the Council Meeting of May 14, 2018

- (b) Approval of claims and payroll
- (c) Approve receiving and placing on file department monthly reports
- (d) Approval of the request of Horizon Recovery Center to utilize city streets for the Revive Color Run on August 26, 2018
- (e) Approval of Work Order EL-49
- (f) Approval of Work Order EL-50
- (g) Approval of Work Order EL-51
- (h) Approval of Work Order EL-52
- (i) Approval of Work Order SW-330
- (j) Approval of Work Order WA-351

REGULAR AGENDA:

2. Unfinished Business of Preceding Meeting.

None.

3. Public Hearings.

None.

4. General Business.

(a) Moved by Phil Odom seconded by Scott Snell to approve Utility Advisory Board recommendation to assist the Chamber of Commerce with \$15,000 for their Retail and Restaurant Survey and their Shop Local Campaign.

Tom Hastings, Hastings Area Chamber of Commerce President, 212 Forest Boulevard, stated they went to the Utility Board in May to request \$15,000 for a retail and restaurant survey and planned to wait until budget time for the Utility dollars and the City budget, but with Herbergers leaving and Applebee's in bankruptcy, they felt it was important to move the survey up and get it done. He indicated when they go out and talk to different retail businesses about coming here they need hard facts about what the consumer wants. He indicated the last survey they had done was in 2013. He said they would open it up for bids but generally these surveys will cost anywhere from \$8,000 to \$10,000. He told Council that also included in the \$15,000 request would be \$5,000 to go towards the \$20,000 cost of a shop local campaign.

Mayor Stutte mentioned that some of the funding is coming out of the Chamber general fund and that a new "Shop Hastings" branding logo is coming out soon.

Councilmember Snell thanked Mr. Hastings for the survey and felt it was a valuable tool and a great resource.

Councilmember Skutnik stated she had an issue with not knowing the cost of the survey or the number of people to be surveyed and felt it was important to know what they are paying for. She felt they should consider getting some bids for the cost of doing the survey.

Councilmember Eley indicated he would like to table this item until they get some more information on it.

Council went on to discuss the separate Chamber and HEDC Boards and the decisions those Boards make regarding the allocation of funds, as well as discussing getting an accurate cost for the survey and a breakdown of the funds requested by the Chamber.

Councilmember Eley stated he was happy to give the money to the Chamber for the survey but he wanted to know how much it will cost.

Councilmember Hamelink stated he felt they needed to move forward with funding the survey.

Council discussed whether the Chamber should be reimbursed for the cost of the survey when the money is actually spent and after submitting a bill, discussed how often a survey really needs to be done and about asking for money outside of the budget cycle.

Councilmember Harrington stated he felt the purpose is a good one but felt the process needs to be better and stated he has always felt uncomfortable giving blank checks and felt they needed to have a tighter rein and maybe this is a good place to start. He suggested postponing the item and discussing it again when it is clearer what they are voting for.

Moved by Butch Eley seconded by Ginny Skutnik to table the approval of the Utility Advisory Board recommendation to assist the Chamber of Commerce with \$15,000 for their Retail and Restaurant Survey and their Shop Local Campaign.

Councilmember Butch Eley withdrew his motion and Councilmember Ginny Skutnik withdrew her second to table motion.

Moved by Ginny Skutnik seconded by Butch Eley to postpone approval of Utility Advisory Board recommendation to assist the Chamber of Commerce with \$15,000 for their Retail and Restaurant Survey and their Shop Local Campaign until more definitive information is received. Roll Call: Ayes: John Harrington, Butch Eley, Ginny Skutnik. Nays: Paul Hamelink, Phil Odom, Scott Snell, Jeniffer Beahm. Absent: Sarah Hoops. The motion failed.

Vote on main motion. Roll Call: Ayes: Paul Hamelink, Phil Odom, Scott Snell, Jeniffer Beahm. Nays: John Harrington, Butch Eley, Ginny Skutnik. Absent: Sarah Hoops. The Mayor votes Aye. The motion carried.

(b) Moved by Paul Hamelink seconded by Ginny Skutnik to approve Professional Services Agreement with JEO Consulting Group, Inc., 308 West 3rd Street, Suite 1, Grand Island, NE 68801, for the Walkability and Connectivity Study in an amount not to exceed \$89,960.00 subject to drafting revisions as approved by the City Attorney. Dave Wacker, City Engineer, gave a staff report. Councilmember Hamelink thanked Don Threewitt, Development Services Director, for additional information sent to Council. Roll Call: Ayes: John Harrington, Paul Hamelink, Phil Odom, Scott Snell, Butch Eley, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: Sarah Hoops. The motion carried.

5. Ordinances and Resolutions.

(a) Moved by Phil Odom seconded by Paul Hamelink to approve Resolution No. 2018-28 extending the water meter pit removal incentive. Kevin Johnson, Utility Director, reviewed the Utility incentive program history and safety concerns regarding the meter pits. Roll Call: Ayes: John Harrington, Paul Hamelink, Phil Odom, Scott Snell, Butch Eley, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: Sarah Hoops. The motion carried.

(b) ORDINANCE NO. 4556 TO INCLUDE DUTTON-LAINSON PARK AS A PLACE WHERE ALCOHOLIC LIQUORS, INCLUDING BEER, MAY BE CONSUMED OR DISPENSED UNDER A SPECIAL DESIGNATED PERMIT ISSUED BY THE NEBRASKA LIQUOR CONTROL COMMISSION.

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

Joe Patterson, City Administrator, explained to Council that this code change is at the request of

the Odyssey that this piece of public property be added to the list where alcohol is allowed with a Special Designated License.

The Mayor then stated the question "Shall Ordinance No. 4556 be passed and adopted?" Upon roll call vote the following Councilmembers voted Ayes: John Harrington, Paul Hamelink, Phil Odom, Scott Snell, Butch Eley, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: Sarah Hoops. The motion carried.

Councilmember Ginny Skutnik moved that the statutory rule requiring reading on three different days be suspended; Councilmember Scott Snell seconded the motion to suspend the rules and upon roll call vote the following Councilmembers voted Ayes: John Harrington, Paul Hamelink, Phil Odom, Scott Snell, Butch Eley, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: Sarah Hoops. 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 June 1, 2018. Effective date of the ordinance is June 14, 2018.

6. Final Passage of Ordinances.

None.

7. Appointments.

None.

8. Miscellaneous and Other Business.

None.

Moved by Ginny Skutnik seconded by Butch Eley there being no further business to come before the Council, the meeting be adjourned at 6:21 P.M. Roll Call: Ayes: John Harrington, Paul Hamelink, Phil Odom, Scott Snell, Butch Eley, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: Sarah Hoops. The motion carried.

APPROVED:

Corey Stutte, Mayor

ATTEST:

Kimberly S. Jacobitz, City Clerk

(S E A L)

CITY OF HASTINGS, NEBRASKA
MINUTES OF CITY COUNCIL WORKSESSION
Monday, May 21, 2018

Pursuant to due call and notice thereof, a Worksession of the City Council of the City of Hastings, Nebraska was conducted in the Second Floor Conference Room of City Hall, 220 N. Hastings Avenue, on May 21, 2018.

The meeting was called to order at 5:30 p.m. in Worksession by John Harrington with the following members present: Paul Hamelink, Phil Odom, Scott Snell, Butch Eley, Ginny Skutnik, Jeniffer Beahm, Mayor Corey Stutte. Absent: Sarah Hoops.

PUBLIC NOTICE - Official Notice of the Worksession was published in the Hastings Tribune on Friday, May 18, 2018. Pursuant to Nebraska Revised Statute Section 84-1412, the public is advised that a copy of today's agenda and all reproducible written material which will be discussed at today's meeting is available. Also, a current copy of the Nebraska Open Meetings Act is posted and accessible to members of the public.

**Discussion of allowing alcohol at Dutton-Lainson Park
(Second Street & St. Joseph Avenue)**

Joe Patterson, City Administrator, reported on the request to allow alcohol at Dutton-Lainson Park. Currently, this city property does not allow alcohol to be served at events. Public events held on city property must be pre-approved by council. Events held at Dutton-Lainson Park would not be exclusive to any entity. The consensus was made to put the item on the next council agenda.

Discussion of trail consultant.

Dave Wacker, City Engineer, stated this item originated in the Complete Streets Committee. The committee thought it would be best to have an outside consultant develop the trail. Four consultants responded to the Request for Proposals on the Walkability and Connectivity Study. Bids were submitted by Olsson Associates, Clark Enerson Partners, JEO Consulting Group, and Dover, Kohl & Partners.

After consultant interviews, the decision was made to recommend JEO Consulting Group. A draft agreement for professional services was given to the council. Dave Wacker requested to add this item to the next council meeting, contingent upon revisions to the agreement.

JEO's proposal contained a significant amount of additional staff time and was the most comprehensive plan. JEO plans to walk sidewalks and intersections, writing summaries on those conditions. Results are expected in November 2018. The cost of the study will be paid from sales tax money for trails. Discussion was held regarding the long-range plan and benefits from the study.

Don Threewitt, Development Services Director, stated each firm had its own specialty. In choosing JEO, we would have a more complete grant ready proposal. Dave Wacker will send all consultant proposals to council for their review.

Discussion of mall visioning consultants.

Don Threewitt, Development Services Director, stated the city is looking at the blight and substandard area 13, which includes the mall, theater, Village Inn, and surrounding airport property. The CRA will pay for the study, so it will be at no cost to the city. The goal of the community meetings will be to shift community focus to a creative mindset, not just seeing the area as a shopping mall. There will be brainstorming on future uses of the property and overall visioning.

We need to look at the plan for what the property might look like moving forward and evaluate for developers. Developers want to know what the community would support, which will give assurance to developers. The mall is not on a high visibility collector or arterial road, which does not have a high traffic count, so we need help on a solution.

Discussion of solar regulations.

Don Threewitt, Development Services Director, stated there have been a few community solar proponents come in to have discussions. The city does not have regulations dealing with solar. We need to address land use and community impacts. The city wants solar here, but we want it done right.

The Planning Commission recommended a resolution to establish a moratorium on solar applications, while working on regulations. Regulations are expected within four to six months.

Mayor Stutte suggested a joint worksession with the Utility Board on renewables in the next several months. Dave Ptak, City Attorney, explained that Nebraska is a public power state, private development rules are not the same as other states.

City/Utility merger update.

Joe Patterson, City Administrator, reported on the merger. The city has merged the IT Department and appointed Kevin Schawang as IT Director. The Personnel Department has also merged. Kim Woolery, Human Resource Technician, will move to the utility office and Finance Department will move to city hall on the first floor. Development Services has moved to the north side of city hall. Change is hard on people, so we are working through those issues.

Future consolidations discussed are establishing a central garage and merging Engineering Departments. The pace is slow, but we are moving forward.

Mayor Stutte thanked staff for pushing forward. Since last year, we have combined departments and have looked at physical locations. As the merger evolves, we will continue to find efficiencies.

Moved by Ginny Skutnik seconded by Butch Eley to go into closed session at 6:34p.m. for reason of personnel. Roll Call: Ayes: John Harrington, Paul Hamelink, Phil Odom, Scott Snell, Butch Eley, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: Sarah Hoops. The motion carried.

Moved by Ginny Skutnik seconded by Jeniffer Beahm to come out of closed session at 7:06p.m.
Roll Call: Ayes: John Harrington, Paul Hamelink, Phil Odom, Scott Snell, Butch Eley,
Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: Sarah Hoops. The motion carried.

Moved by Butch Eley seconded by Ginny Skutnik there being no further business to adjourn at
7:06p.m. Roll Call: Ayes: John Harrington, Paul Hamelink, Phil Odom, Scott Snell, Butch Eley,
Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: Sarah Hoops. The motion carried.

INVOICE APPROVAL LIST BY FUND REPORT

Prepaid Vouchers 05/20/2018

Date: 05/21/2018

Time: 8:57 am

Page: 2

City of Hastings

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
001-620.000-729.150	Other Operat						
	WINDSTREAM COMMUNICA	090937657	Land & internet 5/7-6/6/18	144075	05/10/2018	05/20/2018	148.13
							148.13
						Total Dept. Airport:	181.67
						tal Fund GENERAL FUND:	2,245.03
Fund: 158 WIRELESS E911 FUND							
Dept: 220.000 911 center							
158-220.000-743.400	Communicati						
	WINDSTREAM COMMUNICA	090013968	E911 phones 4/1-5/1/18	144075	05/03/2018	05/20/2018	1,889.47
							1,889.47
						Total Dept. 911 center:	1,889.47
						nd WIRELESS E911 FUND:	1,889.47
Fund: 159 LANDLINE E911 FUND							
Dept: 220.000 911 center							
159-220.000-743.400	Communicati						
	WINDSTREAM COMMUNICA	090013968	E911 phones 4/1-5/1/18	144075	05/03/2018	05/20/2018	629.83
							629.83
						Total Dept. 911 center:	629.83
						nd LANDLINE E911 FUND:	629.83
Fund: 170 MUSEUM FUND							
Dept: 170.100 Museum administr							
170-170.100-723.050	Advertising						
	US BANK CORPORATE PAYM	Adobe	Adobe Acrobat Apr-Sept '18	144072	05/01/2018	05/20/2018	32.09
	US BANK CORPORATE PAYM	Facebook	Facebook advertising theater	144072	04/27/2018	05/20/2018	81.75
	US BANK CORPORATE PAYM	Facebook	Advertising summer fun classes	144072	04/27/2018	05/20/2018	32.58
							146.42
170-170.100-727.600	R & M Office						
	EAKES OFFICE SOLUTIONS		New lease copier admin fee	144069	05/16/2018	05/20/2018	55.00
	HOMETOWN LEASING		Copier lease pmt 6/18-9/18	144070	05/20/2018	05/20/2018	794.00
							849.00
170-170.100-728.150	Film Royalty						
	WALT DISNEY STUDIO MOTI		Wrinkle In Time, Black Panther	144074	05/07/2018	05/20/2018	1,513.64
							1,513.64
170-170.100-731.408	Educational I						
	US BANK CORPORATE PAYM	PVSA Point of Life	Ed volunteer awards	144072	05/07/2018	05/20/2018	147.37
	US BANK CORPORATE PAYM	Rodeway Inn	Sales tax double credit repaid	144072	03/26/2018	05/20/2018	18.36
							165.73
						Total Dept. Museum administration:	2,674.79
						otal Fund MUSEUM FUND:	2,674.79
Fund: 180 STREET FUND							
Dept: 000.000							
180-000.000-726.200	Telephone						
	VERIZON WIRELESS	9806689449	Cell phones 5/7-6/6	144073	05/06/2018	05/20/2018	170.67
	VERIZON WIRELESS	9806689449	Cell phones 5/7-6/6	144073	05/06/2018	05/20/2018	129.45
							300.12
						Total Dept. 000000:	300.12

Prepaid Vouchers 05/20/2018

Page: 3

City of Hastings

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Total Fund STREET FUND:							300.12
Fund: 610 LANDFILL FUND							
Dept: 000.000							
610-000.000-726.200	Telephone						
	VERIZON WIRELESS	9806689449	Cell phones 5/7-6/6	144073	05/06/2018	05/20/2018	67.43
	WINDSTREAM COMMUNICA	090231819	Land & fax 5/4-6/3/18	144075	05/07/2018	05/20/2018	186.30
							253.73
Total Dept. 000000:							253.73
tal Fund LANDFILL FUND:							253.73
Grand Total:							7,992.97

INVOICE APPROVAL LIST BY FUND REPORT

VOUCHERS TO BE PAID 6/11/18

Date: 06/01/2018

Time: 5:29 pm

Page: 1

City of Hastings

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-PERMIT	APRIL 2018	APRIL PLBG REIMBURSEMENT	0	05/29/2018	06/11/2018	1,930.13
							1,930.13
001-000.000-442.165	Ambulance fees						
	BROWN/RAY//	BROWN	REFUND FOR OVER/DBL PAYM	0	05/11/2018	06/11/2018	86.89
	EMMONS/MARION//	EMMONS	REFUND FOR OVER/DBL PAYM	0	05/15/2018	06/11/2018	17.13
							104.02
001-000.000-451.050	Parking Citations						
	MEYER/MARTIN//	REIMBURSEMENT	REIMBURSEMENT: PARKING T	0	05/15/2018	06/11/2018	25.00
							25.00
001-000.000-462.050	Auditorium Rental						
	HOHLEN/BARBARA//	REFUND	AUDITORIUM RENTAL REFUND	0	05/23/2018	06/11/2018	100.00
	RIHA/LYNNSEY//	REFUND	REFUND - AUDITORIUM RENT	0	05/08/2018	06/11/2018	100.00
							200.00
001-000.000-463.377	Program Fee						
	SCHERR/JESSICA//	REFUND	REFUND - SB 8U BRONCO LEA	0	02/11/2018	06/11/2018	450.00
							450.00
						Total Dept. 000000:	2,709.15
Dept: 010.000 City administrator's office							
001-010.000-720.350	Training & Conferences						
	LEAGUE OF NE MUNICIPALIT	R NASH	CONF REGISTRATION - ROGEL	0	05/24/2018	06/11/2018	325.00
							325.00
001-010.000-721.050	Postage						
	TOTAL PACKAGE/THE//	80492	LARGE ENVELOPE W/DOCS TO	0	05/14/2018	06/11/2018	9.92
							9.92
001-010.000-727.200	R & M Building						
	DUTTON-LAINSON CO.	780786-1	MISC LIGHT PARTS	0	05/10/2018	06/11/2018	29.35
	DUTTON-LAINSON CO.	780440-1	COVER	0	05/04/2018	06/11/2018	0.62
	PROTEX CENTRAL, INC.	96161	SERVICE/INSPECT EXT CITY B	0	04/30/2018	06/11/2018	40.00
							69.97
001-010.000-731.700	Wearing Apparel						
	BUDNICK/JULIE//	MAY 2018	CITY SHIRTS	0	05/24/2018	06/11/2018	80.00
	BUDNICK/JULIE//	MAY 2018	CITY SHIRTS	0	05/24/2018	06/11/2018	113.00
							193.00
						Total Dept. City administrator's office:	597.89
Dept: 020.000 Civil service							
001-020.000-724.050	Printing						
	HASTINGS TRIBUNE	300042212	SUMMER / SEASONAL ADS	0	04/13/2018	06/11/2018	174.45
							174.45
						Total Dept. Civil service:	174.45
Dept: 030.000 City attorney							
001-030.000-731.700	Wearing Apparel						
	BUDNICK/JULIE//	MAY 2018	CITY SHIRTS	0	05/24/2018	06/11/2018	85.00
							85.00
						Total Dept. City attorney:	85.00
Dept: 070.000 Other governments							
001-070.000-720.307	ELSA Translations						

INVOICE APPROVAL LIST BY FUND REPORT

VOUCHERS TO BE PAID 6/11/18

Date: 06/01/2018

Time: 5:29 pm

Page: 2

City of Hastings

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
	REAL TIME TRANSLATION, IT	112429	58 MINS - MAY 1 - 15	0	05/18/2018	06/11/2018	87.00
							87.00
001-070.000-720.469	Pay Flex Adn						
	PAY FLEX SYSTEMS USA, IN	21206-1139330	5/18 FEES	0	05/10/2018	06/11/2018	150.00
							150.00
001-070.000-720.470	Disability Insi						
	MUTUAL OF OMAHA	G000AZN9	6/18 LONG TERM DISABLITY	0	05/24/2018	06/11/2018	1,758.46
							1,758.46
001-070.000-741.200	Building Impr						
	HEARTLAND CONCRETE AN	72	BRICKYARD PARK SIDEWALK I	0	05/14/2018	06/11/2018	27,999.60
	KIRKHAM, MICHAEL & ASSO	88155 & 88155A	PROF ENG SERVICES NO: 17'	0	04/30/2018	06/11/2018	12,223.00
							40,222.60
							Dept. Other governmental accounts: 42,218.06
Dept: 080.000 Development Servi							
001-080.000-720.300	Professional						
	FILL-N-CHILL	4063	APRIL CARWASHES - 2 - STOR	0	04/30/2018	06/11/2018	12.00
							12.00
001-080.000-730.050	Office Suppli						
	BUSINESS WORLD PRODUC	639917	OFFICE SUPPLIES	0	05/15/2018	06/11/2018	203.98
	DUTTON-LAINSON CO.	781382-1	OFFICE SUPPLIES	0	05/22/2018	06/11/2018	188.10
	DUTTON-LAINSON CO.	781617-1	OFFICE SUPPLIES	0	05/24/2018	06/11/2018	8.24
	GRACE'S LOCKSMITH SERV	59680	KEYS	0	05/22/2018	06/11/2018	10.00
	MENARDS - HASTINGS	58669	OFFICE SUPPLIES	0	05/17/2018	06/11/2018	33.87
	MENARDS - HASTINGS	58955	OFFICE SUPPLIES	0	05/22/2018	06/11/2018	32.36
	MENARDS - HASTINGS	58977	OFFICE SUPPLIES	0	05/22/2018	06/11/2018	13.88
	MENARDS - HASTINGS	59089	OFFICE SUPPLIES	0	05/24/2018	06/11/2018	8.71
	NORTH CENTRAL SAFETY S	5002	OFFICE SUPPLIES	0	04/21/2018	06/11/2018	31.44
	THREEWITT/DON//	AMAZON	KEYBOARD - REIMBURES MEN	0	05/09/2018	06/11/2018	24.99
	US BANK CORPORATE PAYM	AMAZON	OFFICE SUPPLIES	0	05/14/2018	06/11/2018	44.78
	US BANK CORPORATE PAYM	WALMART	OFFICE SUPPLIES	0	05/14/2018	06/11/2018	10.68
	US BANK CORPORATE PAYM	WALMART	RETURN OFFICE SUPPLIES	0	05/14/2018	06/11/2018	-10.68
	US BANK CORPORATE PAYM	MENARDS	OFFICE SUPPLIES	0	05/14/2018	06/11/2018	66.86
							667.21
001-080.000-731.700	Wearing App						
	BUDNICK/JULIE//	MAY 2018	CITY SHIRTS	0	05/24/2018	06/11/2018	315.00
							315.00
							Total Dept. Development Services: 994.21
Dept: 110.000 Auditorium							
001-110.000-726.200	Telephone						
	CHARTER COMMUNICATION	ACT: 8356151400029348	INTERNET SERV - 6.18 - 7.17	0	06/08/2018	06/11/2018	86.10
							86.10
							Total Dept. Auditorium: 86.10
Dept: 120.000 Cemetery							
001-120.000-726.200	Telephone						
	CHARTER COMMUNICATION	ACT: 8356151400008425	SERVICE 7.9 - 8.8 CEMETERY	0	06/26/2018	06/11/2018	65.00
							65.00
001-120.000-727.500	R & M Heavy						
	BIG G COMMERCIAL ACCOU	600824/1	TRIMMER / TRIMMER HEADS	0	05/24/2018	06/11/2018	416.61
	BOETTCHER SUPPLY, INC.	1064501-1	TRIMMER PARTS	0	05/18/2018	06/11/2018	205.27
	HASTINGS OUTDOOR POWE	15688	DECK LIFT (CAP OUTLAY)	0	05/18/2018	06/11/2018	345.40
							967.28
001-120.000-729.150	Other Operat						

INVOICE APPROVAL LIST BY FUND REPORT

VOUCHERS TO BE PAID 6/11/18

Date: 06/01/2018

Time: 5:29 pm

Page: 3

City of Hastings

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
	BIG G COMMERCIAL ACCOU	600823/1	FLAGS	0	05/24/2018	06/11/2018	101.89
							101.89
001-120.000-731.250	Fuel & Oil						
	THOMSEN OIL CO.	264234	UNLEADED & DIESEL FUEL	0	05/14/2018	06/11/2018	1,064.98
							1,064.98
001-120.000-737.100	Landscaping						
	CENTRAL NE SOD SUPPLY	13239	SOD	0	05/16/2018	06/11/2018	400.00
	MENARDS - HASTINGS	59017	WATER HOSE / SPRAYER/MUL	0	05/23/2018	06/11/2018	229.97
	MENARDS - HASTINGS	59102	MULCH	0	05/24/2018	06/11/2018	36.60
	MENARDS - HASTINGS	59094	MULCH / BUNGEE KIT	0	05/24/2018	06/11/2018	73.20
							739.77
001-120.000-737.200	Building Mair						
	BIG G COMMERCIAL ACCOU	600212/1	FILE THREAD REPAIR / FLAGS	0	05/17/2018	06/11/2018	32.94
							32.94
001-120.000-737.705	Shop Supplie						
	BIG G COMMERCIAL ACCOU	599872/1	OVERBOOTS / GLOVES	0	05/14/2018	06/11/2018	136.67
	MENARDS - HASTINGS	59094	MULCH / BUNGEE KIT	0	05/24/2018	06/11/2018	2.99
							139.66
001-120.000-742.420	Departmenta						
	HASTINGS OUTDOOR POWE	15688	DECK LIFT (CAP OUTLAY)	0	05/18/2018	06/11/2018	999.00
							999.00
Total Dept. Cemetery:							4,110.52
Dept: 130.000 Parks							
001-130.000-724.050	Printing						
	CORNHUSKER PRESS	P185584	BUSINESS CARDS - TERRY BF	0	05/23/2018	06/11/2018	80.00
							80.00
001-130.000-726.200	Telephone						
	CHARTER COMMUNICATIONS	8356151400037739	INTERNET SERV 6.25-7.24 PAF	0	06/15/2018	06/11/2018	67.37
	WINDSTREAM COMMUNICA	90239198	SERVICE 6/4 - 7/3	0	07/08/2018	06/11/2018	136.45
							203.82
001-130.000-727.200	R & M Buildir						
	BIG G COMMERCIAL ACCOU	599954/1	WADING POOL PAINT	0	05/14/2018	06/11/2018	99.98
	BIG G COMMERCIAL ACCOU	600285/1	TRASH CANS / LIDS / DOLLY	0	05/22/2018	06/11/2018	151.87
	BIG G COMMERCIAL ACCOU	600635/1	RIVETS / FASTENERS	0	05/22/2018	06/11/2018	25.92
	BIG G COMMERCIAL ACCOU	600770/1	PLIERS / FLAGS / TRASH CAN	0	05/23/2018	06/11/2018	208.02
	BIG G COMMERCIAL ACCOU	600703/1	FLAG	0	05/23/2018	06/11/2018	66.86
	HOWARD'S GLASS	47322	PRESS BOX #1 / BROKEN WIN	0	05/01/2018	06/11/2018	262.45
	KULLY PIPE & STEEL SUPPL	691433	PARTS	0	05/14/2018	06/11/2018	19.62
	MENARDS - HASTINGS	58694	CARTS	0	05/18/2018	06/11/2018	209.97
	PRESTO-X	7829184	PEST CONTROL SERVICE	0	05/15/2018	06/11/2018	39.00
	PRESTO-X	7829184	PEST CONTROL SERVICE	0	05/15/2018	06/11/2018	38.99
	PRESTO-X	7829184	PEST CONTROL SERVICE	0	05/15/2018	06/11/2018	42.44
	SITE ONE LANDSCAPE SUPI	85907029	FERTILIZER	0	05/18/2018	06/11/2018	54.84
	US BANK CORPORATE PAYM	AMAZON	CHLORINE STRIPS	0	05/24/2018	06/11/2018	121.29
	WITTE SALES & SERVICE/AL	6279	MAGIC LUBE	0	05/25/2018	06/11/2018	5.99
	WITTE SALES & SERVICE/AL	6300	CHLORINATOR	0	05/26/2018	06/11/2018	47.96
							1,395.20
001-130.000-727.500	R & M Heavy						
	BIG G COMMERCIAL ACCOU	600043/1	GAS CAN / FASTENERS/MARK	0	05/15/2018	06/11/2018	97.02
	FASTENAL COMPANY	NEHAS145145	PARTS	0	05/15/2018	06/11/2018	93.20
	KELLY SUPPLY COMPANY	15094100-0	BUSHINGS / COUPLERS / ADP	0	05/21/2018	06/11/2018	11.82
	LANDMARK IMPLEMENT INC	10471659	TRANSMISSION KIT	0	05/11/2018	06/11/2018	1,445.37
	LANDMARK IMPLEMENT INC	10471281	FILLER CAP	0	05/11/2018	06/11/2018	34.43
	MIDWEST TURF & IRRIGATI	3782540-01	AERATOR	0	05/10/2018	06/11/2018	2,040.61

VOUCHERS TO BE PAID 6/11/18

Time: 5:29 pm

Page: 5

City of Hastings

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
001-140.000-731.205	Concessions						
	CASH-WA DISTRIBUTING	11511641	CONCESSIONS	0	05/21/2018	06/11/2018	2,726.20
	CASH-WA DISTRIBUTING	11522029	CONCESSIONS	0	05/23/2018	06/11/2018	549.50
	CASH-WA DISTRIBUTING	C11524071	CONCESSIONS	0	05/24/2018	06/11/2018	35.60
	JOHNSEN/MOLLY//	REIMBURSEMENT	POOL CONCESSIONS FROM C	0	05/14/2018	06/11/2018	131.89
	WAL-MART COMMUNITY	SAMS	CONCESSIONS	0	05/27/2018	06/11/2018	235.70
							3,678.89
001-140.000-731.600	Signs						
	A+ SIGNS		SIGN - POOL RULES	0	05/23/2018	06/11/2018	60.00
							60.00
001-140.000-731.700	Wearing App						
	MENARDS - HASTINGS	58469	LINEN SHELF KIT	0	05/14/2018	06/11/2018	7.49
							7.49
001-140.000-737.200	Building Mair						
	EGAN SUPPLY COMPANY	283011	CLEANING SUPPLIES	0	05/14/2018	06/11/2018	664.78
	JACKSON SERVICES INC.	3842514	MOPS & LINEN BAG RACK	0	05/24/2018	06/11/2018	57.43
							722.21
001-140.000-737.650	Office Equipr						
	GRACE'S LOCKSMITH SERV	59476	KEYS	0	05/23/2018	06/11/2018	34.50
	US BANK CORPORATE PAYM	AMERICAN RED CROSS	LIFEGUARD DVD SET	0	05/23/2018	06/11/2018	178.34
							212.84
						Total Dept. Water Park:	9,123.27
Dept: 145.000 Recreation prograr							
001-145.000-729.150	Other Operat						
	AFTER HOURS GRAFIX	BANNERS	3X6 MESH BANNERS	0	05/19/2018	06/11/2018	315.00
	QUICK LANE TIRE & AUTO C	56121	FLAT REPAIR	0	05/14/2018	06/11/2018	18.38
							333.38
001-145.000-730.050	Office Suppli						
	CORNHUSKER PRESS	P185543	ENVELOPES	0	05/16/2018	06/11/2018	165.51
	EAKES OFFICE SOLUTIONS	7527225-0	PKG TAPE / LAM SHEETS	0	05/25/2018	06/11/2018	56.46
							221.97
001-145.000-731.401	Adult Rec Su						
	INKCREDIBLE INC	14919	PEPSI SPRING SPIKE T-SHIRT	0	04/30/2018	06/11/2018	243.20
	NE SOFTBALL ASSOCIATION		LINE UP CARDS	0	05/17/2018	06/11/2018	60.00
							303.20
001-145.000-737.200	Building Mair						
	MALOUF JR AND ASSOCIATE	IN-33051	TRASH LINERS / SOAP	0	05/25/2018	06/11/2018	387.90
							387.90
						Total Dept. Recreation programming:	1,246.45
Dept: 150.000 Library							
001-150.000-720.310	Library Softw						
	LIBRARY MARKET	1199	LIBRARY CALENDAR	0	05/01/2018	06/11/2018	2,000.00
							2,000.00
001-150.000-720.350	Training & Co						
	VOMWEG/COREY//	REIMBURSEMENT	MILEAGE REIMBURSEMENT	0	05/11/2018	06/11/2018	94.83
							94.83
001-150.000-727.200	R & M Buildir						
	NORTH CENTRAL SAFETY S	5006	LIFEPAK ADULT & CHILD ELEC	0	04/30/2018	06/11/2018	225.00
	SPRING FRESH CLEANING S	3210	JANITORIAL SERVICE MAY 16-	0	05/16/2018	06/11/2018	1,575.00
	TILLEY SPRINKLER SYSTEM	116670	WIRELESS RAIN SENSOR	0	05/08/2018	06/11/2018	150.00
							1,950.00

INVOICE APPROVAL LIST BY FUND REPORT

VOUCHERS TO BE PAID 6/11/18

Date: 06/01/2018

Time: 5:29 pm

Page: 6

City of Hastings

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
001-150.000-729.149	Processing F						
	BAKER & TAYLOR, INC.	2033637312	BOOKS / PROCESSING	0	05/04/2018	06/11/2018	127.70
	BAKER & TAYLOR, INC.	2033687035	BOOKS / PROCESSING	0	05/07/2018	06/11/2018	65.70
	BAKER & TAYLOR, INC.	2033695362	BOOKS / PROCESSING	0	05/09/2018	06/11/2018	16.60
	BAKER & TAYLOR, INC.	2033711787	BOOKS / PROCESSING	0	05/14/2018	06/11/2018	8.30
	BAKER & TAYLOR, INC.	2033670782	BOOKS / PROCESSING	0	05/21/2018	06/11/2018	106.50
	MIDWEST TAPE	96102218	DVD'S / PROCESSING	0	05/16/2018	06/11/2018	11.40
							336.20
001-150.000-730.050	Office Suppli						
	BUSINESS WORLD PRODUC	19744	COPY PAPER / BINDER / INK	0	05/25/2018	06/11/2018	269.70
							269.70
001-150.000-730.056	Library Make						
	BUSINESS WORLD PRODUC	640027	LAMINATING PAPER	0	05/22/2018	06/11/2018	185.98
							185.98
001-150.000-730.110	Electronic Da						
	NE LIBRARY COMMISSION	28710	VALUE LINE INVESTMENT SUF	0	05/16/2018	06/11/2018	2,270.00
	NE LIBRARY COMMISSION	28710	VALUE LINE INVESTMENT SUF	0	05/16/2018	06/11/2018	900.00
							3,170.00
001-150.000-730.115	Library Collec						
	BAKER & TAYLOR, INC.	5014994676	BOOKS	0	05/02/2018	06/11/2018	33.87
	BAKER & TAYLOR, INC.	2033637312	BOOKS / PROCESSING	0	05/04/2018	06/11/2018	358.78
	BAKER & TAYLOR, INC.	2033687035	BOOKS / PROCESSING	0	05/07/2018	06/11/2018	209.88
	BAKER & TAYLOR, INC.	5015005296	BOOKS	0	05/09/2018	06/11/2018	27.83
	BAKER & TAYLOR, INC.	2033695362	BOOKS / PROCESSING	0	05/09/2018	06/11/2018	68.52
	BAKER & TAYLOR, INC.	2033711787	BOOKS / PROCESSING	0	05/14/2018	06/11/2018	35.15
	BAKER & TAYLOR, INC.	2033670782	BOOKS / PROCESSING	0	05/21/2018	06/11/2018	273.76
	BLACKSTONE AUDIO INC	994811	AUDIOBOOKS	0	04/11/2018	06/11/2018	100.00
	GALE-CENGAGE LEARNING	63617725	BOOKS	0	05/02/2018	06/11/2018	38.92
	GALE-CENGAGE LEARNING	63617617	BOOKS	0	05/02/2018	06/11/2018	37.48
	GALE-CENGAGE LEARNING	63625296	BOOKS	0	05/03/2018	06/11/2018	71.97
	GALE-CENGAGE LEARNING	63624324	BOOKS	0	05/03/2018	06/11/2018	182.34
	GALE-CENGAGE LEARNING	63644002	BOOKS	0	05/08/2018	06/11/2018	47.23
	GALE-CENGAGE LEARNING	63655131	BOOKS	0	05/10/2018	06/11/2018	23.25
	GALE-CENGAGE LEARNING	63675748	BOOKS	0	05/15/2018	06/11/2018	75.72
	GALE-CENGAGE LEARNING	63676303	BOOKS	0	05/15/2018	06/11/2018	47.23
	GALE-CENGAGE LEARNING	63693855	BOOKS	0	05/16/2018	06/11/2018	47.23
	GALE-CENGAGE LEARNING	63694721	BOOKS	0	05/16/2018	06/11/2018	59.36
	JACOBITZ/BILL//	287	BOOK	0	05/22/2018	06/11/2018	19.00
	MIDWEST TAPE	96102218	DVD'S / PROCESSING	0	05/16/2018	06/11/2018	58.46
	US BANK CORPORATE PAYM	AMAZON	E BOOKS	0	05/10/2018	06/11/2018	100.00
	US BANK CORPORATE PAYM	AMAZON	RETURNED ITEM - CREDIT	0	05/22/2018	06/11/2018	-99.99
	US BANK CORPORATE PAYM	AMAZON	DVD	0	05/11/2018	06/11/2018	99.99
	US BANK CORPORATE PAYM	AMAZON	DVD	0	05/11/2018	06/11/2018	48.99
							1,964.97
001-150.000-731.500	Promotional I						
	EAKES OFFICE SOLUTIONS	7429156-0	24 X 150 PAPER	0	01/18/2018	06/11/2018	24.49
							24.49
001-150.000-737.200	Building Mair						
	SPRING FRESH CLEANING S	3210	JANITORIAL SERVICE MAY 16-	0	05/16/2018	06/11/2018	16.98
	SPRING FRESH CLEANING S	3210	JANITORIAL SERVICE MAY 16-	0	05/16/2018	06/11/2018	27.80
							44.78
						Total Dept. Library:	10,040.95
Dept: 220.000 911 center							
001-220.000-730.050	Office Suppli						
	WAL-MART COMMUNITY	09295	BATTERIES / CLEANING SUPP	0	05/10/2018	06/11/2018	39.25

INVOICE APPROVAL LIST BY FUND REPORT

VOUCHERS TO BE PAID 6/11/18

Date: 06/01/2018

Time: 5:29 pm

Page: 7

City of Hastings

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
							39.25
Total Dept. 911 center:							39.25
Dept: 230.000 Hastings Fire & Re							
001-230.000-720.300 Professional							
	BURKE, PSY.D./MICHAEL//	ROBB	PSYCH EVAL - ROBB	0	04/16/2018	06/11/2018	750.00
	BURKE, PSY.D./MICHAEL//	NEILL	PSYCH EVAL - NEILL	0	04/20/2018	06/11/2018	750.00
	BURKE, PSY.D./MICHAEL//	SNODGRASS	PSYCH EVAL - SNODGRASS	0	04/30/2018	06/11/2018	750.00
	FAMILY MEDICAL CENTER O	TREFFER	ANNUAL PHYSICAL - TREFFER	0	05/11/2018	06/11/2018	199.00
	FAMILY MEDICAL CENTER O	HOENDERVOOGT	ANNUAL PHYSICAL - HOENDEI	0	05/11/2018	06/11/2018	199.00
	FAMILY MEDICAL CENTER O	HACKLER	ANNUAL PHYSICAL - HACKLEF	0	05/15/2018	06/11/2018	199.00
	FAMILY MEDICAL CENTER O	RAKES	ANNUAL PHYSICAL - RAKES	0	05/15/2018	06/11/2018	199.00
	FAMILY MEDICAL CENTER O	HENRY	ANNUAL PHYSICAL - HENRY	0	05/16/2018	06/11/2018	193.00
	FAMILY MEDICAL CENTER O	GRAY	ANNUAL PHYSICAL - GRAY	0	05/21/2018	06/11/2018	199.00
	FAMILY MEDICAL CENTER O	ADKINS	ANNUAL PHYSICAL - ADKINS	0	05/21/2018	06/11/2018	199.00
	FAMILY MEDICAL CENTER O	HERMANN	ANNUAL PHYSICAL - HERMAN	0	05/21/2018	06/11/2018	199.00
	FAMILY MEDICAL CENTER O	STEINER	ANNUAL PHYSICAL - STEINER	0	05/21/2018	06/11/2018	199.00
							4,035.00
001-230.000-726.200 Telephone							
	CHARTER COMMUNICATION	6486052018	TV - HPS	0	05/20/2018	06/11/2018	29.53
	CHARTER COMMUNICATION	39545052018	INTERNET / TV - LPS	0	05/20/2018	06/11/2018	87.38
							116.91
001-230.000-726.220 Pest Control							
	PRESTO-X	7800449	HPS PEST CONTROL	0	05/08/2018	06/11/2018	46.00
	PRESTO-X	7781755	LPS PEST CONTROL	0	05/03/2018	06/11/2018	47.00
							93.00
001-230.000-727.600 R & M Office							
	EAKES OFFICE SOLUTIONS	7520011-0	OFFICE CHAIR	0	05/16/2018	06/11/2018	519.95
							519.95
001-230.000-727.700 R & M Tools							
	DANKO EMERGENCY EQUIP	94228	TAIL GASKET/EXPANSION COL	0	05/16/2018	06/11/2018	360.98
	FYR-TEK	S12665-9	GUAGE / BALL VALVE	0	05/01/2018	06/11/2018	127.75
	VIP SMALL ENGINES		REPAIRS TO PORTABLE JAWS	0	04/30/2018	06/11/2018	126.35
							615.08
001-230.000-727.800 R & M Vehicl							
	SAFELITE FULFILLMENT, INC	05781-001231	WINDSHIELD REPAIR - TAHOE	0	05/08/2018	06/11/2018	74.94
							74.94
001-230.000-730.050 Office Suppli							
	BUSINESS WORLD PRODUC	639994	NOTE PADS / FOLDERS / CLIPI	0	05/18/2018	06/11/2018	60.74
							60.74
001-230.000-731.650 Uniform Allov							
	M&T FIRE & SAFETY	2314	4 SETS OF BUNKER GEAR	0	03/23/2018	06/11/2018	9,305.00
							9,305.00
001-230.000-737.200 Building Mair							
	WAL-MART COMMUNITY	08873	CLEANER / WATER / CABLE	0	05/16/2018	06/11/2018	42.73
							42.73
001-230.000-737.705 Shop Supplie							
	BIG G COMMERCIAL ACCOU	599813/1	CABLE TIES / SHIPPING TAGS	0	05/12/2018	06/11/2018	45.43
	BIG G COMMERCIAL ACCOU	601209/1	PAINT / STRIPPER / FASTENEF	0	05/29/2018	06/11/2018	9.51
							54.94
Total Dept. Hastings Fire & Rescue:							14,918.29

Dept: 230.300 Ambulance Service

001-230.300-720.350 Training & Cc

INVOICE APPROVAL LIST BY FUND REPORT

VOUCHERS TO BE PAID 6/11/18

Date: 06/01/2018

Time: 5:29 pm

Page: 8

City of Hastings

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
	CENTRAL COMMUNITY COLI	001613944	PARAMEDIC PROGRAM - SUM	0	05/14/2018	06/11/2018	1,200.00
							1,200.00
001-230.300-727.800	R & M Vehicl						
	DINSDALE CHRYSLER-DODG	127536	DEF FLUID	0	05/21/2018	06/11/2018	48.75
							48.75
001-230.300-731.350	Medical Supp						
	BOUND TREE MEDICAL LLC	82875147	MEDICAL SUPPLIES	0	05/24/2018	06/11/2018	1,381.81
	MATHESON TRIGAS-LINWEL	17570193	OXYGEN	0	05/11/2018	06/11/2018	63.25
	MATHESON TRIGAS-LINWEL	17570199	OXYGEN	0	05/11/2018	06/11/2018	54.30
							1,499.36
Total Dept. Ambulance Service:							2,748.11
Dept: 240.000 Police							
001-240.000-720.300	Professional						
	CBS - REPORTING SERVICE	362260	2 MONTHLY MEMBERSHIPS	0	05/01/2018	06/11/2018	10.00
	FAMILY ADVOCACY NETWOI	2019	SUBSCRIPTION FEE 2018-2019	0	05/21/2018	06/11/2018	2,000.00
	MAAR/RAQUEL//	P181408	INTERPRET - 2 HRS	0	05/10/2018	06/11/2018	50.00
	NE PUBLIC HEALTH ENVIRO	500338	5 BAC TESTS	0	05/15/2018	06/11/2018	525.00
	US BANK CORPORATE PAYM	AMAZON	PRINTER	0	05/24/2018	06/11/2018	179.00
	VERIZON WIRELESS - VSAT	180102411	SUBPOENA PROCESSING	0	05/02/2018	06/11/2018	50.00
							2,814.00
001-240.000-720.350	Training & Co						
	CELLEBRITE USA CORP	Q-40682-2	CELLEBRITE TRAINING	0	05/18/2018	06/11/2018	3,850.00
	CONSOLIDATED MANAGEME	214213	27 MEALS 5.3 - 5.9	0	05/09/2018	06/11/2018	190.78
	CONSOLIDATED MANAGEME	214249	41 MEALS 5.10 - 5.16	0	05/16/2018	06/11/2018	283.59
	US BANK CORPORATE PAYM	AMAZON	10 SPEED LOADERS	0	05/14/2018	06/11/2018	290.40
	US BANK CORPORATE PAYM	COURTYARD - BOULDER CO	LODGING - HAASE	0	05/13/2018	06/11/2018	1,153.00
	US BANK CORPORATE PAYM	COURTYARD - BOULDER CO	LODGING - HAASE	0	05/13/2018	06/11/2018	1,153.00
	US BANK CORPORATE PAYM	ERICK ADV FT MORGAN CO	FUEL	0	05/13/2018	06/11/2018	35.70
	US BANK CORPORATE PAYM	5 GUYS BOULDER CO	2 MEALS	0	05/14/2018	06/11/2018	25.79
	US BANK CORPORATE PAYM	COURTYARD BOULDER CO	2 MEALS	0	05/14/2018	06/11/2018	21.37
	US BANK CORPORATE PAYM	PACO BELL BOULDER CO	1 MEAL	0	05/14/2018	06/11/2018	6.53
	US BANK CORPORATE PAYM	CALF PIZZA KITCHEN	2 MEALS	0	05/15/2018	06/11/2018	26.05
	US BANK CORPORATE PAYM	BWW BOULDER CO	MEAL	0	05/15/2018	06/11/2018	11.38
	US BANK CORPORATE PAYM	CALF PIZZA KITCHEN	MEAL	0	05/15/2018	06/11/2018	31.00
	US BANK CORPORATE PAYM	BE YOUR OWN HAPPINESS	MEAL	0	05/16/2018	06/11/2018	11.58
	US BANK CORPORATE PAYM	PEBBLY SANDWICH SHOP	MEAL	0	05/16/2018	06/11/2018	13.30
	US BANK CORPORATE PAYM	SMASHBURGER	MEALS	0	05/17/2018	06/11/2018	22.52
	US BANK CORPORATE PAYM	PANERA BREAD	MEAL	0	05/17/2018	06/11/2018	13.27
	US BANK CORPORATE PAYM	TARGETS ONLINE	TARGETS	0	05/24/2018	06/11/2018	109.88
	US BANK CORPORATE PAYM	TARGETS ONLINE	TARGETS	0	05/04/2018	06/11/2018	493.05
							7,742.19
001-240.000-721.050	Postage						
	US BANK CORPORATE PAYM	USPS	POSTAGE	0	05/11/2018	06/11/2018	7.62
	US BANK CORPORATE PAYM	USPS	POSTAGE	0	05/18/2018	06/11/2018	9.70
	US BANK CORPORATE PAYM	USPS	POSTAGE	0	05/23/2018	06/11/2018	9.95
							27.27
001-240.000-724.050	Printing						
	CORNHUSKER PRESS	P185513	BUSINESS CARDS - 4 OFFICE	0	05/14/2018	06/11/2018	140.00
							140.00
001-240.000-726.200	Telephone						
	VERIZON WIRELESS	982968270-00001	MONTHLY SERVICE FEES	0	05/10/2018	06/11/2018	1,064.23
							1,064.23
001-240.000-727.200	R & M Buildir						
	IDEAL ELECTRIC, INC.	9750	RETRO ELEVATOR LIGHTS	0	05/11/2018	06/11/2018	993.00
	IDEAL ELECTRIC, INC.	9751	CHECK FLOOR RECEPICAL	0	05/11/2018	06/11/2018	45.00

INVOICE APPROVAL LIST BY FUND REPORT

VOUCHERS TO BE PAID 6/11/18

Date: 06/01/2018

Time: 5:29 pm

Page: 9

City of Hastings

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
	MENARDS - HASTINGS	58167	BEDDING PLANTS	0	05/09/2018	06/11/2018	21.73
	OVERHEAD DOOR CO OF CI	36059	EL TROLLEY AND LABOR	0	05/17/2018	06/11/2018	122.49
	PRECISION SPRINKLERS, IN	13399	REPAIR 5 BROKEN HEADS	0	05/11/2018	06/11/2018	201.05
	PRESTO-X	7824238	BIRD BAITING SERVICE	0	05/14/2018	06/11/2018	80.00
	PROTEX CENTRAL, INC.	96173	PORTABLE FIRE EXT INSPECT	0	04/30/2018	06/11/2018	90.00
	PROTEX CENTRAL, INC.	96439	RECHARGE EXT / NEW VALVE	0	05/18/2018	06/11/2018	661.82
	RUTT'S HEATING & AC	3655-1510	R&R LEAKING ISOLATION VAL	0	05/21/2018	06/11/2018	466.10
							2,681.19
001-240.000-727.400	R & M Comm						
	VERIZON WIRELESS	982968270-00001	MONTHLY SERVICE FEES	0	05/10/2018	06/11/2018	320.08
							320.08
001-240.000-727.600	R & M Office						
	MENARDS - HASTINGS	59110	FAN	0	05/24/2018	06/11/2018	29.99
							29.99
001-240.000-727.700	R & M Tools						
	PROTEX CENTRAL, INC.	96568	PORTABLE FIRE EXT INSPECT	0	05/22/2018	06/11/2018	32.00
							32.00
001-240.000-727.800	R & M Vehicle						
	FILL-N-CHILL	4060	APRIL CARWASHES - 20 - STO	0	04/30/2018	06/11/2018	120.00
	FILL-N-CHILL	4061	APRIL CARWASHES - 8 - STOR	0	04/30/2018	06/11/2018	48.00
	FILL-N-CHILL	4062	APRIL CARWASHES - 8 - STOR	0	04/30/2018	06/11/2018	48.00
	PLATTE VALLEY COMMUNIC	31463	CUSTOM CAMERA BRACKET #	0	05/24/2018	06/11/2018	61.50
							277.50
001-240.000-729.204	Heartland Pe						
	HEARTLAND PET CONNECT	JUNE 2018	JUNE PET CARE	0	06/01/2018	06/11/2018	4,333.33
							4,333.33
001-240.000-730.050	Office Suppli						
	EAKES OFFICE SOLUTIONS	266125-0	11 X 17 COPY / PEN	0	05/10/2018	06/11/2018	4.28
	WAL-MART COMMUNITY	09294	ENVELOPES / BINDER / FLASH	0	05/10/2018	06/11/2018	11.34
							15.62
001-240.000-730.100	Books & Map						
	US BANK CORPORATE PAYM	AMAZON	FIELD TRAINING CONCEPT	0	05/17/2018	06/11/2018	41.90
							41.90
001-240.000-731.200	Food Supplie						
	US BANK CORPORATE PAYM	RUSS'S MARKET	PROPANE / ICE	0	05/15/2018	06/11/2018	26.09
	WAL-MART COMMUNITY	01179	FOOD / CUPS	0	05/14/2018	06/11/2018	21.80
							47.89
001-240.000-731.250	Fuel & Oil						
	US BANK CORPORATE PAYM	AMPRIDE	FUEL	0	05/23/2018	06/11/2018	38.99
							38.99
001-240.000-731.700	Wearing App						
	MC CORD/DELMAR M.//	599748	BADGES	0	03/22/2018	06/11/2018	557.20
	PROFORMA	0G16013888	8 BALL CAPS	0	05/09/2018	06/11/2018	84.00
							641.20
001-240.000-737.200	Building Maint						
	MALOUF JR AND ASSOCIATE	IN-33056	PAPER TOWELS / KLEENEX	0	05/23/2018	06/11/2018	195.45
							195.45
001-240.000-737.215	Computer Sc						
	FLATWATER TECHNOLOGIE	1307	TOTAL SECURITY SUITE UPGF	0	04/18/2018	06/11/2018	3,631.00
							3,631.00
001-240.000-738.055	Field Equipm						
	AIRGAS USA	9075491809	4 REFLECTIVE TRAFFIC VEST	0	04/30/2018	06/11/2018	55.24

INVOICE APPROVAL LIST BY FUND REPORT

VOUCHERS TO BE PAID 6/11/18

Date: 06/01/2018

Time: 5:29 pm

Page: 10

City of Hastings

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
	EAKES OFFICE SOLUTIONS	7522002-1	NOTARY STAMP - STOVALL	0	05/24/2018	06/11/2018	26.75
	JACK'S UNIFORMS & EQUIP	71143A	10 SAFETY VESTS	0	05/10/2018	06/11/2018	409.49
	US BANK CORPORATE PAYM	LIMITLESS GEAR	4 MAGAZINE CARRIERS	0	05/17/2018	06/11/2018	106.60
	US BANK CORPORATE PAYM	AMAZON	DOUBLE MAG CASE	0	05/17/2018	06/11/2018	31.99
	US BANK CORPORATE PAYM	ORSCHLENS	REFLECTORS	0	05/21/2018	06/11/2018	2.99
	VERIZON WIRELESS	982968270-00001	MONTHLY SERVICE FEES	0	05/10/2018	06/11/2018	317.44
	WAL-MART COMMUNITY	09294	ENVELOPES / BINDER / FLASH	0	05/10/2018	06/11/2018	19.97
							970.47
Total Dept. Police:							25,044.30
Dept: 620.000 Airport							
001-620.000-727.200	R & M Buildir						
	ARAMARK UNIFORM SERVIC	1901034455	4X6 MATS/COVERALLS - TERM	0	05/14/2018	06/11/2018	24.80
	BIG G COMMERCIAL ACCOU	599632/1	2 KEYS - BLDG #7	0	05/10/2018	06/11/2018	4.78
	HOWARD'S GLASS	47334	REPLACE WINDOWS & SERV C	0	05/04/2018	06/11/2018	66.69
	HOWARD'S GLASS	47334	REPLACE WINDOWS & SERV C	0	05/04/2018	06/11/2018	39.60
							135.87
001-620.000-727.700	R & M Tools						
	HASTINGS OUTDOOR POWE	15686	HELMET W/FACE&EAR SAFET	0	05/18/2018	06/11/2018	77.99
							77.99
001-620.000-743.500	Heavy Machi						
	MATHESON TRIGAS-LINWEL	17576145	MILLERMATIC 211 MIG WELDE	0	05/14/2018	06/11/2018	1,705.95
							1,705.95
Total Dept. Airport:							1,919.81
tal Fund GENERAL FUND:							122,503.28
Fund: 111 1999 BUSINESS IMPRC							
Dept: 000.000							
111-000.000-720.100	Contract Labor						
	GARDEN GNOMES, LLC	1650	MONTHLY MAINT/APRIL 2018	0	04/29/2018	06/11/2018	450.00
							450.00
111-000.000-720.300	Professional						
	R A C INVESTMENTS	JUNE 2018	JUNE DIRECTOR SALARY	0	06/01/2018	06/11/2018	1,708.33
							1,708.33
111-000.000-721.050	Postage						
	HASTINGS AREA CHAMBER	2169	APRIL COPIES/POSTAGE/PHO	0	05/15/2018	06/11/2018	8.89
							8.89
111-000.000-723.110	Public Improv						
	ALL AROUND LAWN & LAND	16723	MULCH/BOULDERS	0	04/18/2018	06/11/2018	4,300.00
	EAKES OFFICE SOLUTIONS	7512489-0	CALCULATOR/GROMMETS/PR	0	05/04/2018	06/11/2018	208.65
							4,508.65
111-000.000-724.050	Printing						
	HASTINGS AREA CHAMBER	2169	APRIL COPIES/POSTAGE/PHO	0	05/15/2018	06/11/2018	77.12
							77.12
111-000.000-726.200	Telephone						
	HASTINGS AREA CHAMBER	2169	APRIL COPIES/POSTAGE/PHO	0	05/15/2018	06/11/2018	67.00
							67.00
111-000.000-728.100	Rent						
	COMMUNITY REDEVELOPMI	JUNE 2018	JUNE RENT	0	06/01/2018	06/11/2018	258.33
							258.33
111-000.000-737.200	Building Main						
	DUTTON-LAINSON CO.	779770-1	TIME CLOCK	0	04/24/2018	06/11/2018	80.59

VOUCHERS TO BE PAID 6/11/18

Page: 11

City of Hastings

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
							80.59
						Total Dept. 000000:	7,158.91
						ESS IMPROVEMENT DIST:	7,158.91
Fund: 130 LIBRARY GRANT FUNI							
Dept: 000.000							
130-000.000-720.357 Library Progr							
	AMAZING ARTHUR ENTERTAINMENT	11542	SRP PERFORMER	0	05/24/2018	06/11/2018	550.00
	CORNHUSKER PRESS	P185552	SRP SHEETS - TEEN & ADULT	0	05/17/2018	06/11/2018	426.58
	CRANE RIVER THEATER CO	1442	PAGE TO STAGE WORKSHOP	0	04/24/2018	06/11/2018	375.00
	EDGERTON EXPLORIT CENTER	NA-1379946	SRP - GOOD VIBRATIONS	0	02/19/2018	06/11/2018	350.00
	GURNSEY/MATTHEW//	3238	SRP - CELTIC MUSIC PERFORMER	0	04/23/2018	06/11/2018	300.00
	STONER/AMELIA//	SRP DANCE18	SRP PERFORMANCE	0	05/25/2018	06/11/2018	75.00
	US BANK CORPORATE PAYMENT	NET BRANDS MEDIA	SUMMER READING LANYARD	0	05/19/2018	06/11/2018	177.00
	WAL-MART COMMUNITY	08572	TEEN / CHILDREN PROGRAM	0	05/14/2018	06/11/2018	12.61
	WAL-MART COMMUNITY	08572	TEEN / CHILDREN PROGRAM	0	05/14/2018	06/11/2018	49.26
							2,315.45
130-000.000-727.225 Grant Expense							
	HASTINGS LIBRARY FOUND.	8300	HASTINGS COMM FUND REIMBURSEMENT	0	05/28/2018	06/11/2018	746.62
	HASTINGS LIBRARY FOUND.	FINALPIECE	FINAL PIECE REIMBURSEMENT	0	05/28/2018	06/11/2018	200.00
							946.62
						Total Dept. 000000:	3,262.07
						d LIBRARY GRANT FUND:	3,262.07
Fund: 133 PARKS GRANT FUND							
Dept: 130.000 Parks							
133-130.000-741.209 Infrastructure							
	CLASSIC VIBURNUMS	1823	SHRUBS	0	05/17/2018	06/11/2018	238.50
	EAKES OFFICE SOLUTIONS	7515478-0	SUPPLIES	0	05/09/2018	06/11/2018	30.11
	FALLER LANDSCAPE		LANDSCAPING - HP ARB/CEM	0	05/22/2018	06/11/2018	1,107.00
	MARIE/JANE//	REIMBURSEMENT	REIMBURSEMENT - LANDSCAPING	0	05/25/2018	06/11/2018	518.97
	NE STATEWIDE ARBORETUM	13674474	GNT PLASTIC SIGN	0	05/21/2018	06/11/2018	11.00
	NE STATEWIDE ARBORETUM	13674553	SHRUBS / PLANTS	0	05/24/2018	06/11/2018	333.60
							2,239.18
						Total Dept. Parks:	2,239.18
						and PARKS GRANT FUND:	2,239.18
Fund: 134 DUNCAN/PARKS SALE							
Dept: 000.000							
134-000.000-742.300 Construction							
	CXT INCORPORATED	350873	LAKE HASTINGS NEW RESTROOM	0	05/24/2018	06/11/2018	134,779.00
	US BANK CORPORATE PAYMENT	AMAZON	HAND DRYERS - LAKE HASTINGS	0	05/24/2018	06/11/2018	1,140.00
							135,919.00
						Total Dept. 000000:	135,919.00
						PARKS SALES TAX FUND:	135,919.00
Fund: 140 AQUATICS CENTER FUND							
Dept: 000.000							
140-000.000-727.200 R & M Building							
	JAMESON PAINTING INC	1249	POWER WASH / EPOXY PAINT	0	05/18/2018	06/11/2018	8,350.00
							8,350.00

INVOICE APPROVAL LIST BY FUND REPORT

VOUCHERS TO BE PAID 6/11/18

Date: 06/01/2018

Time: 5:29 pm

Page: 12

City of Hastings

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Total Dept. 000000:							8,350.00
NAUTICS CENTER FUND:							8,350.00
Fund: 147 CANDO FUND							
Dept: 000.000							
147-000.000-729.600	Cando Project						
	NAUTICS GROUP LLC	1030	WALLABY DEVICE	0	05/28/2018	06/11/2018	3,465.00
							3,465.00
Total Dept. 000000:							3,465.00
Total Fund CANDO FUND:							3,465.00
Fund: 170 MUSEUM FUND							
Dept: 170.100 Museum administrative							
170-170.100-720.300	Professional						
	OLSSON ASSOCIATES	302325	CONSTRUCTION ADMIN SERV	0	05/15/2018	06/11/2018	3,568.00
							3,568.00
170-170.100-720.350	Training & Co						
	KVETENSKY/REBECCA A.//		REIMBURSEMENT MILEAGE REIMBURSEMENT	0	05/22/2018	06/11/2018	114.45
							114.45
170-170.100-723.050	Advertising						
	FLAGSHIP PUBLISHING, INC	20513	1/2 PAGE NEBRASKA TRAVEL	0	05/14/2018	06/11/2018	1,500.00
							1,500.00
170-170.100-724.050	Printing						
	US BANK CORPORATE PAYM	SMARTPRESS.COM	PRINT ANNUAL REPORTS	0	05/15/2018	06/11/2018	519.57
	US BANK CORPORATE PAYM	SMARTPRESS.COM	PLANNED GIVING BROCHURE	0	05/22/2018	06/11/2018	184.28
							703.85
170-170.100-724.100	Film Print Co						
	21ST CENTURY CINEMAS	18-15	5 FILMS FOR MAY 2018	0	05/25/2018	06/11/2018	35.00
	21ST CENTURY CINEMAS	18-15	5 FILMS FOR MAY 2018	0	05/25/2018	06/11/2018	35.00
	21ST CENTURY CINEMAS	18-15	5 FILMS FOR MAY 2018	0	05/25/2018	06/11/2018	35.00
	21ST CENTURY CINEMAS	18-15	5 FILMS FOR MAY 2018	0	05/25/2018	06/11/2018	35.00
	21ST CENTURY CINEMAS	18-15	5 FILMS FOR MAY 2018	0	05/25/2018	06/11/2018	35.00
	MUSEUM - PETTY CASH	USPS	FILM GRNT: ISLE OF DOGS	0	05/16/2018	06/11/2018	1.20
	MUSEUM - PETTY CASH	USPS	FIM GRNT: READY PLAYER ON	0	05/16/2018	06/11/2018	1.20
							177.40
170-170.100-727.600	R & M Office						
	US BANK CORPORATE PAYM	TECHSOUP	MUSEUM ADOBE SECRETARY	0	05/17/2018	06/11/2018	55.00
							55.00
170-170.100-728.150	Film Royalty						
	MUSEUM - PETTY CASH	USPS	FILM GRNT: ISLE OF DOGS	0	05/16/2018	06/11/2018	250.00
	MUSEUM - PETTY CASH	USPS	FIM GRNT: READY PLAYER ON	0	05/16/2018	06/11/2018	250.00
							500.00
170-170.100-730.050	Office Supplies						
	EAKES OFFICE SOLUTIONS	7522182-0	MOISTURE WEDGE SPONGE	0	05/21/2018	06/11/2018	1.09
	EAKES OFFICE SOLUTIONS	7522053-0	EDU: CARDSTOCK & OFFICE S	0	05/21/2018	06/11/2018	42.83
	US BANK CORPORATE PAYM	AT A GLANCE.COM	STAFF CALENDARS	0	05/21/2018	06/11/2018	156.59
	WAL-MART COMMUNITY	02823	REVOLVE EDU OUTLET CLASS	0	05/24/2018	06/11/2018	4.97
	WAL-MART COMMUNITY	4546	CANDY SUPPLIES FOR CLASS	0	03/20/2018	06/11/2018	74.18
							279.66
170-170.100-731.205	Concessions						
	PEPSI-COLA BOTTLING CO.	6198682	CONCESSIONS	0	05/15/2018	06/11/2018	329.50
	PEPSI-COLA BOTTLING CO.	6199141	CONCESSIONS	0	05/22/2018	06/11/2018	320.00

INVOICE APPROVAL LIST BY FUND REPORT

VOUCHERS TO BE PAID 6/11/18

Date: 06/01/2018

Time: 5:29 pm

Page: 13

City of Hastings

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
	WAL-MART COMMUNITY	SAMS	CONCESSIONS - CANDY	0	05/16/2018	06/11/2018	92.40
							741.90
170-170.100-731.210	Store Merch						
	AMERICAN GIRL PUBLISHING	725645	STORE MERCH - AMER GIRL E	0	04/23/2018	06/11/2018	574.90
	AMERICAN GIRL PUBLISHING	725809	STORE MERCH: FREEDOM BC	0	04/24/2018	06/11/2018	9.98
							584.88
170-170.100-731.408	Educational I						
	AMAZON CAPITAL SERVICES	13VR-JYCV-NKRY	COOKIE CUTTERS - SUM FUN	0	05/24/2018	06/11/2018	6.05
	AMAZON CAPITAL SERVICES	1WTY-99CT-RLWR	COOKIE CUTTERS - SUM FUN	0	05/23/2018	06/11/2018	19.49
	AMERICAN GIRL PUBLISHING	725645	STORE MERCH - AMER GIRL E	0	04/23/2018	06/11/2018	72.88
	MUSEUM - PETTY CASH	GODFATHERS	MEAL - EDU VOLUNTEERS	0	05/22/2018	06/11/2018	83.19
	WAL-MART COMMUNITY	03941	NAME BADES / FOOD	0	05/21/2018	06/11/2018	233.61
	WAL-MART COMMUNITY	0052	GENERAL EDU SUPPLIES	0	05/21/2018	06/11/2018	32.24
	WAL-MART COMMUNITY	0052	GENERAL EDU SUPPLIES	0	05/21/2018	06/11/2018	4.48
	WAL-MART COMMUNITY	02823	REVOLVE EDU OUTLET CLAS	0	05/24/2018	06/11/2018	29.68
							481.62
170-170.100-737.100	Landscaping						
	BIG G COMMERCIAL ACCOU	600028/1	LANDSCAPING SUPPLIES	0	05/15/2018	06/11/2018	215.24
	MENARDS - HASTINGS	57694	SHOP TOWELS/LED LIGHTING	0	05/02/2018	06/11/2018	70.11
	MENARDS - HASTINGS	57853	BACKER ROD/ LIME AWAY/EAS	0	05/04/2018	06/11/2018	15.91
	US BANK CORPORATE BANK	FROM COUNTRYGARDENS.COM	LANDSCAPING GRASS SEED	0	05/18/2018	06/11/2018	108.89
							410.15
170-170.100-737.200	Building Maint						
	MENARDS - HASTINGS	58879	BLD MAINT / COLLECTIONS/ E	0	05/21/2018	06/11/2018	11.98
	MENARDS - HASTINGS	57694	SHOP TOWELS/LED LIGHTING	0	05/02/2018	06/11/2018	9.99
	NORTH CENTRAL SAFETY S	5003	SAFETY SUPPLIES	0	04/30/2018	06/11/2018	128.13
							150.10
170-170.100-737.205	Electrical Sup						
	AMAZON CAPITAL SERVICES	1KQ1-V1P9-GX4X	THEATER EMERGENCY LIGHT	0	05/21/2018	06/11/2018	239.94
	MENARDS - HASTINGS	58879	BLD MAINT / COLLECTIONS/ E	0	05/21/2018	06/11/2018	-12.11
	MENARDS - HASTINGS	58879	BLD MAINT / COLLECTIONS/ E	0	05/21/2018	06/11/2018	35.94
	MENARDS - HASTINGS	57694	SHOP TOWELS/LED LIGHTING	0	05/02/2018	06/11/2018	14.99
							278.76
170-170.100-737.208	Collections S						
	AMAZON CAPITAL SERVICES	19TY-VRT6-N4D3	UNIFORMS	0	05/15/2018	06/11/2018	34.68
	AMAZON CAPITAL SERVICES	17WN-M9T6-DNFG	ROACHKILL	0	05/14/2018	06/11/2018	84.50
	AMAZON CAPITAL SERVICES	1MVT-LFFN-W1TR	UNIFORM JACKETS	0	05/14/2018	06/11/2018	39.96
	AMAZON CAPITAL SERVICES	16MR-9HPT-DYN4	TRAPPER INSECTS (10)	0	05/17/2018	06/11/2018	178.90
	AMAZON CAPITAL SERVICES	1LT1-R1CQ-CMMT	ROACH KILLER BAIT/NITRIL GI	0	05/18/2018	06/11/2018	294.87
	MENARDS - HASTINGS	58879	BLD MAINT / COLLECTIONS/ E	0	05/21/2018	06/11/2018	1.99
	US BANK CORPORATE BANK	FROM BATTERYJUNCTION.COM	50 XEON	0	05/18/2018	06/11/2018	87.50
							722.40
170-170.100-741.200	Building Impr						
	RUTT'S HEATING & AC	36737	HVA RENOVATION FINAL PAYM	0	04/16/2018	06/11/2018	44,763.00
							44,763.00
Total Dept. Museum administration:							55,031.17
Total Fund MUSEUM FUND:							55,031.17

Fund: 180 STREET FUND

Dept: 000.000

180-000.000-720.300 Professional

MID-STATE ENGINEERING AI	16065	MERLE AVE - STRENGTHS QT	0	04/30/2018	06/11/2018	140.00
MID-STATE ENGINEERING AI	16066	NORTH PARK COMMONS PRO	0	04/30/2018	06/11/2018	308.00
MID-STATE ENGINEERING AI	16073	SID 2017-2 - FOUNDATION PLA	0	04/30/2018	06/11/2018	112.00

VOUCHERS TO BE PAID 6/11/18

Page: 14

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
							560.00
180-000.000-727.500	R & M Heavy						
	AUTO GLASS EXPERTS LLC	25703	29 - MIRRORS	0	05/16/2018	06/11/2018	40.00
	CENTRAL NE BOBCAT	105284	50 SEAL KIT FOR GRINDER	0	05/22/2018	06/11/2018	232.00
	CITY LIMITS AUTO SALVAGE	1187784	30 RELAY	0	05/15/2018	06/11/2018	7.50
	FLEET PRIDE, INC.	94300251	TARP STRAP	0	05/15/2018	06/11/2018	14.46
	GARRETT TIRES AND TREA	120704	65 FLAT	0	05/16/2018	06/11/2018	192.90
	GARRETT TIRES AND TREA	120852	57 NEW TIRES	0	05/24/2018	06/11/2018	2,415.00
	MIDWEST TURF & IRRIGAT	3784974-00	902 TIRES	0	05/11/2018	06/11/2018	81.15
	MIDWEST TURF & IRRIGAT	3785827-00	902 WHEEL BEARINGS	0	05/17/2018	06/11/2018	82.70
	O'REILLY AUTO PARTS	0764-199919	30 TERMINAL	0	05/15/2018	06/11/2018	6.98
	THREE POINTS TIRE	18927	16 NEW TIRES	0	05/23/2018	06/11/2018	1,188.00
	TITAN MACHINERY INC - HA	10874397GP	65 RELAY	0	05/14/2018	06/11/2018	70.00
	UNIVERSAL HYDRAULICS, IN	25076	39 HYD HOSE	0	05/11/2018	06/11/2018	167.54
							4,498.23
180-000.000-727.800	R & M Vehicl						
	AUTO VALUE-HASTINGS	70-496751	15 - ODOR ELIMINATOR	0	05/17/2018	06/11/2018	6.09
	DEB'S UPHOLSTERY	910854	15 SEAT REPAIR	0	05/24/2018	06/11/2018	90.00
	KELLY'S ALIGNMENT & BRAK	5573	16 ALIGNMENT	0	05/16/2018	06/11/2018	198.76
	O'REILLY AUTO PARTS	764-200503	15 NUT ASSMT	0	05/18/2018	06/11/2018	2.99
							297.84
180-000.000-730.050	Office Suppli						
	BUSINESS WORLD PRODUC	19710	SUPPLIES	0	05/17/2018	06/11/2018	54.96
	J&B MOBILE LOCK SERVICE	10437	SUPPLIES & KEYS	0	05/21/2018	06/11/2018	30.00
							84.96
180-000.000-731.050	Asphalt & Ce						
	FASTENAL COMPANY	NEHAS145002	67 SCREED VIBRATOR	0	05/09/2018	06/11/2018	788.32
	J.I.L. ASPHALT PAVING CO.	18015	1.52 TONS ASPHALT	0	05/16/2018	06/11/2018	79.04
	J.I.L. ASPHALT PAVING CO.	18017	2.02 TONS ASPHALT	0	05/17/2018	06/11/2018	105.04
	STETSON BUILDING PRODU	1596667-00	FS STAKES FOR CONCRETE	0	05/18/2018	06/11/2018	916.00
	US BANK CORPORATE PAYM	HARBOR FREIGHT	GENERATOR FOR CONCRETE	0	05/11/2018	06/11/2018	479.98
	VONTZ PAVING, INC.	10460-1389	9.69 TONS ASPHALT	0	05/08/2018	06/11/2018	629.85
	VONTZ PAVING, INC.	10460-1393	11.12 TONS ASPHALT	0	05/14/2018	06/11/2018	722.80
							3,721.03
180-000.000-731.250	Fuel & Oil						
	EAKES OFFICE SOLUTIONS	7516790-0	PRINTER PAPER	0	05/11/2018	06/11/2018	6.29
	THOMSEN OIL CO.	264245	693.7 GAL DIESEL	0	05/18/2018	06/11/2018	4,685.69
	THOMSEN OIL CO.	264258	1007 GAL UNLEADED	0	05/24/2018	06/11/2018	1,753.25
	THOMSEN OIL CO.	264258	1007 GAL UNLEADED	0	05/24/2018	06/11/2018	2,472.19
							8,917.42
180-000.000-731.350	Medical Supp						
	NORTH CENTRAL SAFETY S	5005	MEDICAL SUPPLIES	0	04/30/2018	06/11/2018	481.23
							481.23
180-000.000-731.600	Signs						
	MIDWEST PAINT & SUPPLY	052118	440 GAL WHITE PAINT / GLASS	0	05/21/2018	06/11/2018	6,527.50
	SHERWIN-WILLIAMS	7745-6	5 GAL PAINT / HOSE PARTS	0	05/11/2018	06/11/2018	179.95
							6,707.45
180-000.000-731.700	Wearing App						
	BUDNICK/JULIE//	MAY 2018	CITY SHIRTS	0	05/24/2018	06/11/2018	359.00
	BUDNICK/JULIE//	MAY 2018	CITY SHIRTS	0	05/24/2018	06/11/2018	529.25
	M						

INVOICE APPROVAL LIST BY FUND REPORT

VOUCHERS TO BE PAID 6/11/18

Date: 06/01/2018

Time: 5:29 pm

Page: 15

City of Hastings

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
180-000.000-737.705	Shop Supplie						
	MENARDS - HASTINGS	59040	BOWLS PAPER	0	05/23/2018	06/11/2018	9.99
	US BANK CORPORATE PAYM	WALMART	FORKS/SPOONS/PLATES/CUP	0	05/23/2018	06/11/2018	30.39
							40.38
180-000.000-737.710	Welding Supl						
	ISLAND SUPPLY WELDING C	186060	STAINLESS TOOTH BRUSH	0	05/16/2018	06/11/2018	2.40
							2.40
180-000.000-738.050	Hand Tools						
	BIG G COMMERCIAL ACCOU	600307/1	WIRE BRUSH / PICKS	0	05/18/2018	06/11/2018	5.19
							5.19
180-000.000-738.055	Field Equipm						
	BIG G COMMERCIAL ACCOU	600320/1	RESPIRATOR / N95	0	05/18/2018	06/11/2018	6.31
							6.31
180-000.000-743.715	Traffic Contrc						
	IES COMMERCIAL INC	5TH & MARION	PROJ NO: 2017-5 MARPTL ES	0	05/25/2018	06/11/2018	14,850.00
							14,850.00
						Total Dept. 000000:	41,104.32
						Total Fund STREET FUND:	41,104.32
Fund: 187 DIVERSION PROGRAM							
Dept: 000.000							
187-000.000-451.150	Diversion Prc						
	MEYER/MARTIN//	REIMBURSEMENT	REIMBURSEMENT: PARKING T	0	05/15/2018	06/11/2018	15.00
							15.00
						Total Dept. 000000:	15.00
						Total Fund DIVERSION PROGRAM:	15.00
Fund: 366 BAN/STREET CONSTR							
Dept: 000.000							
366-000.000-742.525	2017-2 Foun						
	ENGEL CONSTRUCTION/BEI	SID 2017-2	SID 2017-2 -OSBORNE DRIVE \	0	05/24/2018	06/11/2018	28,277.80
							28,277.80
						Total Dept. 000000:	28,277.80
						Total Fund CONSTRUCTION FUND:	28,277.80
Fund: 610 LANDFILL FUND							
Dept: 000.000							
610-000.000-720.300	Professional						
	GLENWOOD TELECOMMUNI	ACT: 00002603-3	INTERNET SERV - LF - JUNE 21	0	06/01/2018	06/11/2018	84.95
							84.95
610-000.000-726.100	Natural Gas						
	BLACK HILLS ENERGY	ACT: 8770466950	GAS SERVICE 4/25 - 5/25 - LF	0	05/29/2018	06/11/2018	74.51
							74.51
610-000.000-727.200	R & M Buildir						
	ARAMARK UNIFORM SERVIC	1901034454	MATS/COVERALLS	0	05/14/2018	06/11/2018	26.20
	ARAMARK UNIFORM SERVIC	1901042388	MATS/COVERALLS	0	05/21/2018	06/11/2018	26.20
							52.40
610-000.000-727.203	Landfill Daily						
	ENVIRONMENTAL PRODUCT	A9627	8 ROLLS ADC COVER / FREIGH	0	05/15/2018	06/11/2018	21,568.00

VOUCHERS TO BE PAID 6/11/18

Page: 16

City of Hastings

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
							21,568.00
610-000.000-727.500	R & M Heavy						
	AUTO VALUE-HASTINGS	70-496608	#110 FILTERS X 6	0	05/15/2018	06/11/2018	141.26
	GRAHAM TIRE COMPANY-HA	1818081667	HUSTLER RR TIRE REPAIR	0	05/23/2018	06/11/2018	17.12
	N A P A AUTO PARTS	793446	#110 FILTER	0	05/22/2018	06/11/2018	4.75
	NORTHERN SAFETY CO., IN	902924716	2 HAND PUMPS/MED WT PAD	0	05/03/2018	06/11/2018	432.91
	UNIVERSAL HYDRAULICS, IN	25067	GRN INTL DUM TRK - CYLINDE	0	05/21/2018	06/11/2018	1,407.40
							2,003.44
610-000.000-727.600	R & M Office						
	C D W GOVERNMENT, INC.	MSX4892	DELL CTO 362 TOWER 17-770C	0	05/17/2018	06/11/2018	1,135.00
	C D W GOVERNMENT, INC.	MRR7396	SOFTWARE - WINDOWS UPGF	0	05/12/2018	06/11/2018	273.33
	HOMETOWN LEASING	22793549	LEASED SCALE PRINTER	0	07/01/2018	06/11/2018	419.94
							1,828.27
610-000.000-729.050	Dues & Subs						
	US BANK CORPORATE PAYM	SWANA MOLO	SWANA MOLO - JACK NEWLUN	0	05/02/2018	06/11/2018	250.00
							250.00
610-000.000-730.050	Office Suppli						
	BUSINESS WORLD PRODUC	019701	EASEL & MARKER	0	05/16/2018	06/11/2018	24.28
	EAKES OFFICE SOLUTIONS	7514100-0	10 CASES COPY PAPER	0	05/09/2018	06/11/2018	285.00
							309.28
610-000.000-731.250	Fuel & Oil						
	COOPERATIVE PRODUCERS	115583	2.5 GAL DEF X 2	0	05/22/2018	06/11/2018	37.20
	COOPERATIVE PRODUCERS	115583	2.5 GAL DEF X 2	0	05/22/2018	06/11/2018	14.20
	COOPERATIVE PRODUCERS	115523	84 QTS 5W30 CENEX MAXTRO	0	05/17/2018	06/11/2018	331.80
	THOMSEN OIL CO.	264235	150.5 GAL UNLEADED	0	05/14/2018	06/11/2018	3,648.89
	THOMSEN OIL CO.	264235	150.5 GAL UNLEADED	0	05/14/2018	06/11/2018	369.48
	THOMSEN OIL CO.	264251	849.1 GAL DIESEL	0	05/21/2018	06/11/2018	2,063.31
							6,464.88
610-000.000-731.700	Wearing App						
	BUDNICK/JULIE//	MAY 2018	CITY SHIRTS	0	05/24/2018	06/11/2018	50.00
	BUDNICK/JULIE//	MAY 2018	CITY SHIRTS	0	05/24/2018	06/11/2018	475.85
							525.85
610-000.000-737.200	Building Mair						
	BIG G COMMERCIAL ACCOU	599879/1	BLDG MAINT SUPPLIES - HANI	0	05/14/2018	06/11/2018	25.58
							25.58
610-000.000-738.050	Hand Tools						
	BIG G COMMERCIAL ACCOU	599680/1	8" X 10" FILES	0	05/10/2018	06/11/2018	15.98
							15.98
Total Dept. 000000:							33,203.14
Total Fund LANDFILL FUND:							33,203.14
Grand Total:							440,528.87

Distribution Register by Check

From Check No.: 37612 To Check No.: 37738

Printed: 6/4/2018 15:49

From Check Date: 05/29/2018 - To Check Date: 06/04/2018

Check No	Supplier	Supplier Name	Invoice Number	Invoice Description	Invoice Amt	Charge Code	GL Amount
37612	77050	VERIZON WIRELESS	9807040203	MACHINE TO MACHINE SHARING	54.64	1 69180	27.32
						2 25700	27.32
					54.64		54.64
37613	17475	CREDIT MANAGEMENT	060118 C 14 CI 18 (REMIT GARNISHMENT	87.78	1 62410		87.78
			060118 C 14 CI 18 (REMIT GARNISHMENT	(0.03)	1 62410		(0.03)
				87.75			87.75
37614	34425	HERITAGE BANK	060118	EMPLOYEE FLEX PLAN DEDUCTION	6,729.91	1 61292	6,729.91
37615	53076	NE DEPT OF LABOR-UNEMPLOYMENT	060118 W 0621	REMIT GARNISHMENT	94.36	1 62410	94.36
37616	53225	NE DEPT. OF REVENUE	060118 LEVY 2179(	REMIT GARNISHMENT	100.00	1 62410	100.00
37617	70300	STATE DISBURSEMENT UNIT	060118 CO1482539	REMIT GARNISHMENT	248.00	1 62410	248.00
37624	75415	U S BANK	051018 448559000(	LOCHLAND COUNTRY CLUB MEALS	90.06	2 29220	90.06
			051018 448559020(	WALMART WEATHER RADIOS	598.09	1 69270	598.09
			051018 448559030(	OATI WEB REGISTRY	200.00	2 29230	200.00
			051018 448559030(	IDVILLE BADGE HOLDERS, CLIPS	119.50	1 69270	119.50
			051018 448559030(	RMEL STEAM TRAINING	1,780.00	2 79225	1,780.00
			051018 448559030(	ASME FOSSIL FUEL PLANTS BOOK	78.67	1 69180	78.67
			051018 448559030(	AMAZON KEYBOARD/MOUSE	33.41	1 69210	33.41
			051018 448559070(	PIZZA HUT LEADERSHIP HASTINGS	150.74	1 69210	150.74
			051018 448559070(	AUTO VALUE WRENCHES	4.26	1 15750	4.26
			051018 448559070(	CROP PRODUCTION SVCS PROPAT	84.34	1 15750	84.34
			051018 448559070(	NAPA JUMPER CABLES	207.13	1 15750	207.13
			051018 448559070(	PIPELINE ROLLER SYSTEMS ROLLE	2,040.00	1 15750	2,040.00
			051018 448559080(	JIMMY JOHNS MEALS	34.37	1 10336	34.37
			051018 448559080(	PIPELINE ROLLER SYSTEMS ROLLE	2,040.00	1 15750	2,040.00
			051018 448559080(	COMPUTER HARDWARE CELL UPD	101.65	1 15750	101.65
			051018 448559080(	MENARDS WIRE MESH, SHIMS	69.51	2 25940	69.51
			051018 448559080(	EAKES MARKERS	5.14	1 15750	5.14
			051018 448559200(	PAULEY LUMBER SONOTUBE	34.20	1 50116	34.20
			051018 448559300(	KEN & DALES MEALS	24.20	1 69330	24.20
			051018 448559300(	FRESH START GASOLINE	23.56	1 69330	23.56
			051018 448559300(	PRECISION RECHARGE HVAC	172.02	1 69330	172.02
			051018 448559300(	SHERWIN WILLIAMS PAINT	101.26	1 69330	101.26
			051018 448559300(	MENARDS PAINT SUPPLIES	117.64	1 69330	117.64
			051018 448559300(	BIG G BRUSHES, DROPCLOTH	34.63	1 69330	34.63
			051018 448559300(	MENARDS GLUE	3.68	1 69330	3.68
			051018 448559300(	BEMANS APPLIANCE ICE MAKER	127.73	1 69330	127.73
			051018 448559300(	MENARDS CLR, PAINT, FLAPPER	33.95	1 69330	33.95
			051018 448559300(	MENARDS BITS, EXTENSIONS	13.89	1 69330	13.89
			051018 590004224(	RAVEN ENV PRODUCT SETTLOME	223.48	1 45431	223.48
			051018 590004224(	EILEENS COOKIES COOKIES	8.50	1 49220	8.50
			051018 590004224(	JIMMY JOHNS MEALS	93.44	1 49220	93.44
			051018 590004224(	CULVERS MEAL	13.43	1 49220	13.43
			051018 590004224(	EMBASSY SUITES LODGING	304.78	1 49220	304.78
			051018 590004224(	AUTOMATION PROD DESSICATE TL	422.13	1 45462	422.13
			051018 592200203(	BURGER KING MEALS	15.49	1 30318	15.49
			051018 592200203(	QUIZNOS MEALS	47.62	1 35580	47.62
			051018 592200203(	BURGER KING MEALS	23.51	1 30318	23.51
			051018 592200203(	BURGER KING MEALS	23.51	1 30335	23.51
			051018 592200203(	MENARDS FITTINGS	40.96	1 35052	40.96
			051018 592200203(	RUNZA MEALS	23.83	1 30318	23.83
			051018 592200203(	KULLY PIPE & STEEL FITTINGS	36.54	1 35052	36.54
			051018 592200203(	AUTO TRIM DESIGNS WINDOW TIN	234.33	1 61842	234.33
			051018 592200203(	RUNZA MEALS	12.71	1 30318	12.71
			051018 592200203(	BIG G TUBING, VALVE, COUPLER	31.44	1 35522	31.44
			051018 592200203(	RUNZA MEALS	24.47	1 35580	24.47
			051018 592200203(	DUTTON LAINSON DRAIN FITTINGS	22.65	1 30318	22.65
			051018 592200203(	MENARDS DRAIN FITTINGS	11.98	1 30318	11.98
			051018 592200203(	UNIVERSAL HYDRAULICS HOSE FI	66.66	1 35522	66.66
			051018 592200203(	MENARDS CONCRETE FORMS	66.62	1 35580	66.62
			051018 592300202(	MENARDS LANDSCAPING	102.50	1 35580	102.50
			051018 592500200(	MENARDS SCREWS, WASHERS, NI	23.85	1 45450	23.85
			051018 592500200(	FASTENAL BITS	105.96	1 45430	105.96
			051018 592500200(	MENARDS SOLDERING IRON KIT	14.97	1 45520	14.97
			051018 592500200(	PLATTE VALLEY COMM BATTERIES	230.72	1 45462	230.72
			051018 592500200(	LANDMARK IMPLEMENT SHOCK	74.11	1 45500	74.11
			051018 592500200(	MENARDS TOOL BOX LINER, ELBO	43.90	1 45450	43.90
			051018 592500200(	FASTENAL FLASHLIGHTS	205.41	1 45430	205.41
			051018 592500200(	ECHO LIMIT SWITCHES	180.00	1 45452	180.00
			051018 592500200(	BIG G WRENCHES	42.64	1 45460	42.64
			051018 592500200(	FASTENAL STRAPS, NUTS	24.85	1 45450	24.85

Distribution Register by Check



From Check No.: 37471 To Check No.: 37611

Printed: 6/4/2018 15:43

From Check Date: 05/29/2018 - To Check Date: 06/04/2018

Check No	Supplier	Supplier Name	Invoice Number	Invoice Description	Invoice Amt	Charge Code	GL Amount
051018	592500200	MCMASTER CARR BRUSHES	331.26		1	45450	331.26
051018	592500200	FASTENAL CHAIN, ROD RETURNS	(67.71)		1	45450	(67.71)
051018	592500200	FASTENAL NUT RETURNS	(3.81)		1	45450	(3.81)
051018	592500200	BUTLER MACHINERY REPAIR KIT	321.67		1	45520	321.67
051018	592500200	NAPA SOCKETS, BATTERIES	11.13		1	45520	11.13
051018	592500200	PLATTE VALLEY RADIO REPAIR	339.00		1	45462	339.00
051018	592500200	KULLY PIPE & STEEL ROD, NUTS	28.98		1	45460	28.98
051018	592600199	GODFATHERS PIZZA MEALS	56.58		2	20690	56.58
051018	592600199	AUTO GLASS EXPERTS WINDSHIEL	225.00		1	61842	55.00
					1	61842	170.00
051018	592700199	DUTTON LAINSON JUNCTION BOX	80.50		1	35052	80.50
051018	592700199	MENARDS EXTENSIONS	9.34		2	25820	9.34
051018	592700199	HATTEN ELECTRIC CORD	13.18		2	25820	13.18
051018	592700199	BIG G CEMENT FASTENERS	12.23		1	30318	12.23
051018	592700199	COMPUTER HARDWARE BATT BAC	85.55		1	30318	85.55
051018	592700199	EBAY KITCHEN GUYS BREAKER	99.95		1	14083	99.95
051018	592700199	FUTURE ELECTRONICS LED DRIVE	65.79		1	69330	65.79
051018	592700199	MENARDS HAIL SCREEN	82.52		2	75705	82.52
051018	592800198	MENARDS POLE BREAKER, ANCHC	20.27		2	20690	20.27
051018	592800198	DUTTON LAINSON CONDUIT, TAPE	48.49		2	20690	48.49
051018	592800198	FASTENAL STRUT FITTINGS	148.51		2	20690	148.51
051018	592800198	MENARDS BREAKER, STRAPS	14.61		1	30318	14.61
051018	592800198	DUTTON LAINSON HOLE ENCLOSU	8.73		1	30318	8.73
051018	592800198	BIG G CHANNEL LOCKS, FASTENEF	43.90		1	30318	11.43
					2	25820	32.47
051018	592800198	NEWARK RESISTORS	33.45		2	24182	33.45
051018	592800198	MENARDS CLAMPS, BUSHINGS	11.95		2	20690	11.95
051018	592800198	MENARDS BOLTS	5.28		2	25700	5.28
051018	592800198	DUTTON LAINSON LUGS	54.35		2	20690	54.35
051018	592900197	AUTO VALUE BRAKE LINE	11.12		2	25820	11.12
051018	592900197	AUTO VALUE FITTING	1.25		2	25820	1.25
051018	592900197	UNIVERSAL HYDRAULICS HOSE, FI	68.68		2	21844	45.60
					2	25820	23.08
051018	592900197	UNIVERSAL HYDRAULICS FITTINGS	11.76		2	21844	11.76
051018	592900197	UNIVERSAL HYDRAULICS HOSE, FI	23.08		2	21844	23.08
051018	592900197	SUNBELT RENTALS CARB, GASKET	178.16		2	25820	178.16
051018	592900197	CENTRAL NE EQUIPMENT SPRAY C	79.18		2	25820	79.18
051018	592900197	AUTO VALUE HORN, CONNECTORS	73.62		1	61842	35.39
					1	61845	38.23
051018	592900197	AUTO VALUE BULBS, CONNECTOR	40.72		1	61842	40.72
051018	592900197	HASTINGS FORD OIL	39.55		1	61842	39.55
051018	592900197	ASPEN EQUIPMENT SWITCH	105.67		2	21844	105.67
051018	592900197	ASPEN EQUIPMENT SWITCH RETU	(107.27)		2	21844	(107.27)
051018	592900197	AUTO VALUE SEAFOAM	178.48		1	61847	178.48
051018	592900197	NAPA FILTERS	98.34		1	61845	98.34
051018	592900197	AUTO VALUE TRAILER PLUGS	23.65		1	61847	23.65
051018	592900197	AUTO VALUE LAMPS	14.78		1	61847	14.78
051018	592900197	TITAN LINCOLN WINDOW LATCHES	26.34		1	61843	26.34
051018	592900197	AUTO VALUE BRAKE HOSE	12.42		2	25820	12.42
051018	592900197	AUTO VALUE TAPE, PLUG	36.69		1	61847	36.69
051018	592900197	NAPA FITTINGS	10.66		1	61847	10.66
051018	592900197	FASTENAL O-RING	0.68		1	15750	0.68
051018	592900197	AUTO VALUE WIPER BLADES	16.76		2	21844	16.76
051018	592900197	VERMEER FITTING	9.08		2	25820	9.08
051018	592900197	UNIVERSAL HYDRAULICS HOSE	157.22		2	21844	157.22
051018	593000197	HOWARDS GLASS MIRROR	535.00		1	69330	535.00
051018	593000197	OREILLY AUTO PARTS STEEL WOC	4.27		1	69330	4.27
051018	593000197	BIG G PARK TRASH CAN LID	276.72		1	69330	276.72
051018	593000197	MENARDS CHLORINE, RAINGAUGE	85.58		1	69330	85.58
051018	593000197	K & G PLUMBING COPPER FITTING	202.95		1	69330	202.95
051018	593000197	MENARDS BULBS	8.07		1	69330	8.07
051018	593100196	ECHO TOGGLE SWITCH	7.68		2	75065	7.68
051018	593100196	CENTRAL STATES PIPE, FITTINGS	276.49		2	25125	276.49
051018	593100196	KULLY PIPE & STEEL BAR STOCK	27.03		2	25125	27.03
051018	593100196	MSC INDUSTRIAL BOLTS, NUTS	149.60		2	25125	149.60
051018	593100196	MSC INDUSTRIAL BOLTS	105.50		2	25125	105.50
051018	593100196	MSC INDUSTRIAL RING TERMINALS	22.53		2	25125	22.53
051018	593100196	BIG G FERTILIZER	99.91		2	75115	99.91
051018	593100196	MSC INDUSTRIAL HARNESS WALL	66.84		2	25125	66.84
051018	593100196	MSC INDUSTRIAL BROACH	281.07		2	25064	281.07
051018	593100196	KULLY PIPE & STEEL SQUARE BAR	172.58		2	25124	172.58
051018	593100196	WIRE & CABLE CO WIRE	124.50		2	20679	124.50
051018	593100196	KULLY PIPE & STEEL STEEL PLATE	232.94		2	25124	232.94
051018	593100196	BIG G PLYWOOD, SCREWS	97.94		2	20679	97.94
051018	593100196	MSC INDUSTRIAL WIRE	156.22		2	25125	156.22
051018	593100196	ALLIED INSULATION INSULATION	360.13		2	25125	360.13
051018	593100196	MSC INDUSTRIAL BIT, INSERT	436.74		2	25064	436.74

Distribution Register by Check



From Check No.: 37471 To Check No.: 37611

Printed: 6/4/2018 15:43

From Check Date: 05/29/2018 - To Check Date: 06/04/2018

Check No	Supplier	Supplier Name	Invoice Number	Invoice Description	Invoice Amt	Charge Code	GL Amount
			051018 593200196(	KELLY SUPPLY PLUGS	21.36	2 75125	21.36
			051018 593200196(	BIG G MAGNETIC HOOKS, CLIPS	29.69	2 95065	29.69
			051018 593200196(	MATHESON WELDING BLANKETS	125.60	2 25064	125.60
			051018 593200196(	NAPA WRENCHES, PLIERS, COUPL	208.70	2 25064	193.65
						2 75065	15.05
			051018 593200196(	MATHESON BATTERIES	20.07	2 75065	20.07
			051018 593200196(	KULLY PIPE & STEEL	159.57	2 25125	159.57
			051018 593200196(	GRAINGER CARTRIDGES	252.74	2 20692	252.74
			051018 593200196(	NAPA CENTER PUNCH	5.82	2 25064	5.82
			051018 593200196(	FASTENAL FITTINGS	16.66	2 75065	16.66
			051018 593200196(	BIG G PLYWOOD, SCREWS	166.34	2 20679	166.34
			051018 593200196(	BIG G KEY RINGS	5.46	2 75065	5.46
			051018 593200196(	FASTENAL BOLTS	10.76	2 25125	10.76
			051018 593200196(	CROP PRODUCTION SVCS PROPAT	10.82	2 75065	10.82
			051018 593200196(	CROP PRODUCTION SVCS PROPAT	19.62	2 75065	19.62
			051018 593200196(	KELLY SUPPLY GREASE GUNS	140.88	2 25064	140.88
			051018 593200196(	NAPA FILTERS	298.44	2 95126	171.67
						2 95146	126.77
			051018 593200196(	FASTENAL PAINT	39.91	2 25135	39.91
			051018 593200196(	BIG G UTILITY KNIFE, BUCKETS	62.86	2 25064	62.86
			051018 593200196(	PLATTE VALLEY COMM BATTERIES	192.16	2 75145	192.16
			051018 593200196(	FASTENAL BOLTS	30.92	2 75125	30.92
			051018 593200196(	MATHESON WELDING ROD, TIPS	120.06	2 75065	120.06
			051018 593200196(	FASTENAL BOLTS	36.72	2 25135	36.72
			051018 593200196(	CROP PRODUCTION SVCS PROPAT	20.89	2 75065	20.89
			051018 593200196(	KULLY PIPE & STEEL FLANGES	75.24	2 25124	75.24
			051018 593200196(	EAKES MARKERS, WHITE BOARD	18.16	2 95065	18.16
			051018 593200196(	PLATTE VALLEY BATTERY, PROGR.	121.23	2 75145	121.23
			051018 593200196(	KELLY SUPPLY UNIONS, FITTINGS	89.68	2 75125	89.68
			051018 593200196(	KELLY SUPPLY CLAMPS, FITTINGS	31.83	2 75065	31.83
			051018 593200196(	KULLY PIPE & STEEL ROD, BLADE	55.90	2 20679	28.49
						2 25125	27.41
			051018 593200196(	KELLY SUPPLY FITTINGS, VALVES	106.82	2 25124	106.82
			051018 593200196(	FASTENAL NUTS, BOLTS, CLAMPS	307.28	2 20679	24.17
						2 25064	94.41
						2 25135	151.19
						2 75065	37.51
			051018 593200196(	EAKES MARKERS RETURNED	(6.94)	2 95065	(6.94)
			051018 593200196(	EAKES CLIP BOARDS, HANDLES	103.60	2 75065	103.60
			051018 593200196(	BIG G PAINT, LEVEL, BOLTS	71.86	2 25064	12.67
						2 25124	29.93
						2 25135	20.26
						2 95065	9.00
			051018 593200196(	MENARDS MICROWAVE, CLAMP, T	172.09	2 25064	22.40
						2 75065	11.66
						2 95065	138.03
			051018 593200196(	NAPA FILTER, JBWELD	24.56	1 61842	6.83
						2 25135	17.73
			051018 593200196(	CROP PRODUCTION SVCS PROPAT	14.56	2 75065	14.56
			051018 593200196(	GRAINGER LABEL TAPE	379.10	2 25125	379.10
			051018 593200196(	KULLY PIPE & STEEL BLADES	69.87	2 75065	69.87
			051018 593200196(	NAPA HAMMERS	70.44	2 25064	70.44
			051018 593200196(	KULLY PIPE & STEEL UNIONS	4.96	2 75065	4.96
			051018 593200196(	KELLY SUPPLY FLANGES, CLAMPS	63.65	2 25125	28.22
						2 75065	35.43
			051018 593200196(	ECHO WIRE STRIPPER, PLIERS	92.65	2 25064	92.65
			051018 593200196(	FASTENAL REAMER	53.13	2 25064	53.13
			051018 593200196(	MENARDS FLASHING, SCREWS	26.61	2 25125	26.61
			051018 593200196(	BIG G HOLES AW	10.98	2 25064	10.98
			051018 593200196(	NAPA FILTERS	85.91	2 95065	34.56
						2 95146	51.35
			051018 593200196(	PLATTE VALLEY COMM CLIPS	38.04	2 75145	38.04
			051018 593200196(	EAKES DUST MOPS	14.47	2 75065	14.47
			051018 593200196(	EAKES CARTRIDGES	71.72	2 75065	71.72
			051018 593200196(	FASTENAL FILTERS, HATS, BOLTS	184.87	2 25064	9.65
						2 25115	14.31
						2 75125	101.93
						2 79275	58.98
			051018 593200196(	MATHESON COUPLER, JACKET	34.43	2 75065	34.43
			051018 593200196(	BIG G WIPES, WATER	73.58	2 75065	73.58
			051018 593200196(	NAPA BATTERIES	203.27	2 25115	203.27
			051018 593200196(	FASTENAL CAUTION TAPE	20.43	2 75065	20.43
			051018 593200196(	MSC INDUSTRIAL BROACH, TIP	401.97	2 25064	401.97
			051018 593200196(	CROP PRODUCTION SVCS PROPAT	14.11	2 75065	14.11
			051018 593200196(	SHERWIN WILLIAMS PAINT	157.55	2 25125	157.55
			051018 593200196(	FASTENAL DRIVERS, TIES, MOUNT:	135.88	2 25064	53.48
						2 25125	82.40

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From Check Date: 05/29/2018 - To Check Date: 06/04/2018

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			051018 593200196	AIRGAS WELDING BLANKETS	162.30	2 25064	162.30
			051018 593400195	WACO SCAFFOLDING SAFETY RAIL	576.68	2 29270	576.68
			051018 593400195	BIG G VACCUM BAGS	20.27	2 25061	20.27
			051018 593400195	SHERWIN WILLIAMS PAINT	104.43	2 25110	104.43
			051018 593400195	COMPUTER HARDWARE MONITOR	170.13	2 25060	170.13
			051018 593400195	SUNBELT RENTALS BEAM CLAMPS	191.00	2 29270	191.00
			051018 593400195	NAPA SHOP SUPPLIES	57.18	2 25140	57.18
			051018 593400195	MENARDS FITTINGS	63.41	2 25140	63.41
			051018 593400195	KULLY PIPE & STEEL SHEET METAL	62.48	2 25140	62.48
			051018 593400195	KULLY PIPE & STEEL SHEET METAL	21.20	2 25140	21.20
					24,860.85		24,860.85
37625	02495	AIR HYDRAULIC SYSTEMS	719577-00	AIR REGULATORS	291.89	2 25125	291.89
37626	02675	AIRGAS USA, LLC	9075949821	LOCKBOXES	391.41	2 75065	391.41
			9076100667	TYVEK SUITS	1,287.21	2 75065	1,287.21
					1,678.62		1,678.62
37627	03225	ALLIED ELECTRONICS, INC.	9009381191	CABLE	601.87	1 61632	331.80
			9009448287	RETURNED CABLE	(331.80)	2 25145	270.07
					270.07	1 61632	(331.80)
							270.07
37628	04225	AMERICAN FAMILY LIFE ASSURAN	825874	EMPLOYEE SUPPLEMENTAL INSUR	7,858.30	1 62414	7,858.30
37629	06175	ARAMARK	1901044103	RUG & LAUNDRY SERVICE	45.85	2 25065	45.85
			1901050397	RUG & LAUNDRY SERVICE	17.44	1 61630	17.44
					63.29		63.29
37630	07180	B N S F RAILWAY COMPANY	40153173 052118	LEASE	806.36	2 25930	806.36
37631	08100	BEARING DISTRIBUTORS	6487875	BEARING HEATER	3,093.77	2 25064	1,500.00
					3,093.77	2 25064	1,593.77
							3,093.77
37632	08275	BELL LUMBER & POLE COMPANY	INV73463	POLES	10,207.80	2 21561	10,207.80
37633	08456	BEN PAVELKA TRUCKING	37094	REPAID DOOR & FENDER - TR #38	2,072.99	1 61845	572.99
					2,072.99	1 61845	1,500.00
							2,072.99
37634	08925	BIG G	601337	LED BULBS, HOSES, TAPE MEASUF	1,883.42	1 61561	1,539.25
					1,883.42	2 21561	344.17
							1,883.42
37635	11500	CAPITAL BUSINESS SYSTEMS, INC	22682513	COPIER LEASES	679.80	1 61630	211.63
					679.80	2 75065	468.17
							679.80
37636	12225	CENTRA CHEMICAL SERVICE	41647	WEED KILLER	200.45	1 69330	200.45
37637	12350	CENTRAL COMMUNITY COLLEGE	001616158	LEADERSHIP TRAINING	4,200.00	1 69203	4,200.00
37638	12825	CENTRAL STATES GROUP	1344803-00	RELIEF VALVES	839.97	2 25125	839.97
37639	13375	CHIEF CONSTRUCTION	7001924	REPAIR WAREHOUSE BUILDING	3,812.89	1 61630	3,812.89
37640	13610	CINTAS CORPORATION	449690904	UNIFORM SERVICE	215.98	1 49270	11.72
						1 69270	4.63
						2 29270	199.63
			449690908	UNIFORM SERVICE	165.85	2 79275	165.85
			449691998	UNIFORM SERVICE	215.98	1 49270	11.72
						1 69270	4.63
						2 29270	199.63
			449692002	UNIFORM SERVICE	164.20	2 79275	164.20
					762.01		762.01
37641	14075	CLYDE BERGEMANN INC.	IA97978-18	SPROCKETS	776.66	2 25125	776.66
37642	15075	COMPUTER HARDWARE, INC.	H21906	COMPUTER SPEAKERS	24.95	1 49210	24.95
37643	15575	CONSOLIDATED CONCRETE CO.	231829	CRUSHED LIMESTONE	165.98	2 75705	165.98
			231867	CRUSHED LIMESTONE	75.22	2 75705	75.22
			232272	CRUSHED LIMESTONE	1,076.10	2 95115	1,076.10
					1,317.30		1,317.30
37644	16695	CORE & MAIN LP	I846735	SADDLES, CLAMPS	1,124.00	1 45050	116.00

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					1,124.00	1 61561	1,008.00
							1,124.00
37645	17525	CRESCENT ELECTRIC SUPPLY CO	S505055239.001	WIRE	433.26	2 21561	433.26
			S505067855.001	ELBOWS	53.87	2 21561	53.87
					487.13		487.13
37646	17950	D & D MILLWRIGHT SERVICES LLC	592	REPLACE BELT	4,300.00	2 95126	1,500.00
					4,300.00	2 95126	2,800.00
							4,300.00
37647	19225	DELKEN PRESS	053018	PRINTED MATERIAL	488.29	1 69060	488.29
37648	19325	DELL MARKETING L.P.	10238088009	LAPTOP COMPUTER	1,456.56	1 39210	1,456.56
37649	21375	DUTTON-LAINSON COMPANY	781396-1	CONDUIT STRAPS	10.16	2 21561	10.16
			S99639-1	LED STREET LIGHT FIXTURES	13,206.00	1 61561	13,206.00
			S99639-2	LED STREET LIGHT FIXTURES	27,387.00	1 61561	27,387.00
					40,603.16		40,603.16
37650	21420	DYCUS PAINTING	3017	PAINT CLARIFIER TROUGH & GENE	2,310.00	1 45450	650.00
						1 45450	1,500.00
						1 45460	160.00
					2,310.00		2,310.00
37651	21975	EAKES OFFICE EQUIPMENT	7485034-0	FILE CABINET	995.10	1 69203	995.10
			7521771-0	COMPOSITION BOOKS	20.19	1 69180	20.19
			7522215-0	FLOOR MATS	169.06	1 61630	84.53
						1 69210	84.53
			7526933-1	SHARPIE MARKERS	17.10	2 25065	17.10
					1,201.45		1,201.45
37652	22475	ELECTRIC PUMP	0878759-IN	REBUILD FLYGT MIXER	13,575.88	1 45460	1,500.00
					13,575.88	1 45460	12,075.88
							13,575.88
37653	22550	ELECTRICAL ENGINEERING & EQL	6018063-00	STREET LIGHT POLES	26,772.90	1 61561	26,772.90
37654	23725	ERIKSEN CONSTRUCTION CO., INC	653-16	N. BALTIMORE REVERSE OSMOSIS	82,364.00	1 30318	82,364.00
			653-17	N. BALTIMORE REVERSE OSMOSIS	183,010.50	1 30318	183,010.50
			653-18	N. BALTIMORE REVERSE OSMOSIS	14,871.15	1 30318	14,871.15
					280,245.65		280,245.65
37655	23918	EUROFINS / EATON ANALYTICAL	S301686	WATER TESTING	665.00	1 35531	665.00
37656	24103	EXPONENTIAL ENGINEERING CO.	23785	ENGINEERING SERVICES	10,090.00	2 20034	1,500.00
						2 20034	8,590.00
			23786	ENGINEERING SERVICES	5,827.50	2 20034	1,500.00
						2 20034	4,327.50
					15,917.50		15,917.50
37657	24225	F C X PERFORMANCE	4170183	POSITIONERS	6,583.99	2 25125	1,500.00
						2 25125	5,083.99
					6,583.99		6,583.99
37658	24975	FEDEX	6-192-04481	DELIVERY SERVICES	224.77	1 35531	224.77
37659	25025	FEDEX FREIGHT	4566565474	SHIPPING CHARGES	759.45	2 25125	759.45
37660	25480	FLATWATER TECHNOLOGIES	1095	MONTHLY SOFTWARE BACKUP FEI	938.00	1 69210	938.00
			1275	TECHNICAL SUPPORT-SERVER	25.06	1 69190	25.06
			1344	MONTHLY SOFTWARE BACKUP FEI	938.00	1 69210	938.00
			1463	MONTHLY SOFTWARE BACKUP FEI	948.70	1 69210	10.70
						1 69210	938.00
					2,849.76		2,849.76
37661	29900	GOVERLAN, INC.	GOVERLAN-05350	SOFTWARE	600.00	1 69190	600.00
37662	30075	GRAINGER	9790203294	MINIATURE LAMPS	31.02	2 20692	31.02
37663	30225	GRAPHIC CONTROLS LLC	ND8299	DISC CHARTS	283.15	2 21561	283.15
37664	30775	GROEBNER	359553	INDEX SHAFT GLAND ASSESMBLY	95.72	1 15734	95.72
			359640	METER RISERS	719.29	1 61561	719.29
					815.01		815.01
37665	31775	HANSEN INTERNATIONAL TRUCK I	C76546	TRUCK REPAIR	4,773.57	2 21844	1,500.00

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From Check Date: 05/29/2018 - To Check Date: 06/04/2018

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					4,773.57	2 21844	3,273.57
							4,773.57
37666	32375	HASTINGS, CITY OF	045-219812, 045-21	ERP SOFTWARE	160,700.91	1 63980	160,700.91
37667	32425	HASTINGS, CITY OF	060118	COMBINED BOND PAYMENT FUND	150,273.00	1 61322	150,273.00
37668	32525	HASTINGS, CITY OF		IN LIEU OF TAXES PAYMENT	248,169.00	1 14080	25,650.00
						1 34080	26,274.00
						1 44080	19,899.00
						2 24080	176,346.00
					248,169.00		248,169.00
37669	33275	HASTINGS UTILITIES	050918	REPLENISH PETTY CASH FUND	25.84	1 69210	25.84
37670	34135	HELMICK CORPORATION	H051B-25853	TUBE SHIELDS, CLIPS	3,691.58	2 25125	1,500.00
						2 25125	2,191.58
					3,691.58		3,691.58
37671	34425	HERITAGE BANK	9-10	HEALTH INSURANCE CLAIMS FUND	290,759.61	1 61292	290,759.61
37672	34885	HITACHI T & D SOLUTIONS, INC	31512 RI	SWITCHGEAR PARTS	26,543.55	2 20679	1,500.00
						2 20679	25,043.55
					26,543.55		26,543.55
37673	35250	HOMETOWN LEASING	014 22793820	COPIER LEASE	69.00	1 49210	69.00
			018 22793634	COPIER LEASE	72.80	2 75065	72.80
					141.80		141.80
37674	35925	HUPP ELECTRIC MOTORS	0286537	REPAIR BOWL MILL MOTOR	16,911.34	2 25124	1,500.00
			0286538	REPAIR BOWL MILL MOTOR	14,372.51	2 25124	15,411.34
						2 25124	1,500.00
						2 25124	12,872.51
			0286539	REPAIR BOWL MILL MOTOR	9,609.19	2 25124	1,500.00
						2 25124	8,109.19
			0286540	REPAIR BOWL MILL MOTOR	16,770.20	2 25124	1,500.00
						2 25124	15,270.20
					57,663.24		57,663.24
37675	36225	HYDRAULIC EQUIPMENT SVC., INC	62815FS	TRUCK INSPECTION	964.73	2 21844	964.73
			62816FS	TRUCK INSPECTION	918.00	2 21844	918.00
			62817FS	TRUCK INSPECTION	731.08	1 61845	731.08
			62818FS	ALLEY MACHINE INSPECTION	521.08	2 25820	521.08
			62819FS	TRUCK INSPECTION	755.36	2 21844	755.36
			62822FS	TRUCK INSPECTION	886.36	2 21844	886.36
			62823FS	TRUCK INSPECTION	862.08	2 21844	862.08
			62824FS	TRUCK INSPECTION	731.08	2 21844	731.08
			62825FS	TRUCK INSPECTION	841.00	2 21844	841.00
			62831FS	TRUCK INSPECTION	935.28	2 21844	935.28
					8,146.05		8,146.05
37676	36675	I B T, INC.	7184911	FILTERS FOR DOZER BUILDING	230.71	2 95115	230.71
37677	36900	I E S COMMERCIAL, INC.	512084003-3	SWITCHGEAR REPLACEMENT	215,768.03	2 20679	215,768.03
37678	40175	JOHNSON SERVICE CO.	5654	CLEAN & TV SEWER	15,693.10	1 45021	1,500.00
						1 45021	14,193.10
					15,693.10		15,693.10
37679	40525	K & G PLUMBING	180744	REPLACE WATER SERVICE	995.00	1 35570	995.00
			180752	REPLACE WATER SERVICE	995.00	1 35570	995.00
					1,990.00		1,990.00
37680	42425	KRIZ-DAVIS COMPANY	915271447	RECLOSURE BRACKETS	442.98	2 25930	442.98
			915347043	STRAP WRENCH	37.76	2 25064	37.76
			915357513	CONDUIT COUPLINGS	538.00	2 21561	538.00
			915357514	SAFETY RELAY	228.00	1 45462	228.00
			915395509	LOADBREAK CUTOUTS	670.89	2 21561	670.89
			915395510	TERMINAL BLOCKS	121.00	2 75125	121.00
					2,038.63		2,038.63
37681	42625	KULLY PIPE & STEEL CORP.	691957	PVC CAPS	15.40	2 21561	15.40
			691959	NIPPLES	60.46	1 61561	60.46
			692282	STEEL, FITTINGS	1,282.63	2 25125	1,282.63
					1,358.49		1,358.49
37682	43575	LEAGUE OF NEBR. MUNICIPALITIE	6979	SAFETY TRAINING	11,250.00	2 29270	11,250.00

Distribution Register by Check



Printed: 6/4/2018 15:43

From Check No.: 37471 To Check No.: 37611

From Check Date: 05/29/2018 - To Check Date: 06/04/2018

Check No	Supplier	Supplier Name	Invoice Number	Invoice Description	Invoice Amt	Charge Code	GL Amount
37683	44325	LINWELD	17616171	OXYGEN	9.22	1 15750	9.22
			17625300	HYDROGEN	861.34	2 75055	861.34
			17627673	ACETYLENE, WELDING GAS	72.68	2 75065	72.68
			17649440	TELEMETRY SYSTEM	67.02	2 75055	67.02
			17657850	HYDROGEN	1,182.66	2 75055	1,182.66
			51316224	MAY CYLINDER RENTAL	413.72	1 15491	14.93
						1 15673	19.90
						1 15750	53.61
						1 45430	12.04
						2 25020	43.34
						2 25050	38.52
						2 25055	21.67
						2 25125	69.66
						2 25140	19.26
						2 25820	4.82
						2 75025	4.98
						2 75055	4.82
						2 75065	72.20
						2 75125	5.08
						2 75135	28.89
					2,606.64		2,606.64
37684	44350	LINCOLN WINWATER CO.	054838 00	COUPLINGS	89.88	1 61561	89.88
37685	45375	M S C INDUSTRIAL SUPPLY CO INC	52052779	RAINSUITS	163.20	1 61561	163.20
			C53254969	RESTROOM SUPPLIES	344.48	2 25065	239.91
						2 75065	104.57
					507.68		507.68
37686	45525	MAINSaver SOFTWARE	8015	SOFTWARE SUPPORT AGREEMENT	2,466.00	2 75065	966.00
						2 75065	1,500.00
					2,466.00		2,466.00
37687	46675	MCMaster-CARR SUPPLY CO.	63783646	SET SCREWS	47.66	2 25135	47.66
			63998200	SCRAPING MATS	371.75	2 25065	371.75
					419.41		419.41
37688	47175	MENARDS	55975	GREASE GUNS , TRANSFER PUMP	19.97	1 45461	7.99
						1 45520	11.98
					19.97		19.97
37689	47500	METLIFE-GROUP BENEFITS	KM05925083 0001	EMPLOYEE LIFE INSURANCE	2,920.68	1 19260	278.28
						1 39260	194.58
						1 49260	138.90
						1 69260	791.65
						2 29260	376.65
						2 29265	1,140.62
					2,920.68		2,920.68
37690	48675	MID-NEBRASKA LUBRICANTS	F78698	DIESEL FUEL	4,110.00	1 61511	4,110.00
37691	49590	MILLER SEED CO.	43815	GRASS SEED, WOOD MULCH	4,099.39	1 61561	4,099.39
37692	51375	MUNICIPAL SUPPLY INC OF NEBR	0693579-IN	CHECK VALVE & ACCESSORY KIT	4,294.55	1 35072	1,500.00
			0693580-IN	SPOOL PIECES W/FLANGES	282.24	1 35072	2,794.55
						1 45450	282.24
					4,576.79		4,576.79
37693	51825	N A P A AUTO PARTS	792804	FILTERS, AIR HOSES	228.49	1 61561	228.49
			793551	ANTI-FREEZE	32.03	1 61561	32.03
			793651	WINDSHIELD FLUID	31.71	1 61561	31.71
			C692449	RETURNED PARTS	(1.66)	1 61847	(1.66)
					290.57		290.57
37694	52825	NDEQ - FISCAL SERVICES	0379 - 2018	WASTEWATER OPERATOR LICENS	150.00	1 49300	150.00
37695	53080	NE DEPT OF LABOR	109963	BOILER CERTIFICATES	72.00	2 25125	72.00
37696	53925	NEBRASKA EYE CARE	20245	PRESCRIPTION SAFETY GLASSES	275.00	2 79275	275.00
			20254	PRESCRIPTION SAFETY GLASSES	384.00	1 49270	384.00
			20360	PRESCRIPTION SAFETY GLASSES	237.00	2 29275	237.00
					896.00		896.00
37697	56600	OLD DOMINION FREIGHT LINE INC	19500619234	SHIPPING CHARGES	580.70	2 85125	580.70
37698	57060	ONE SOURCE BACKGROUND CHE	3216-20180531	BACKGROUND CHECKS	89.88	2 79305	89.88

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From Check Date: 05/29/2018 - To Check Date: 06/04/2018

Check No	Supplier	Supplier Name	Invoice Number	Invoice Description	Invoice Amt	Charge Code	GL Amount
37699	59925	POSTMASTER	053018	POSTAGE	5,500.00	1 69170	5,500.00
37700	61220	PROOFPOINT INC.	INV0000000006206	CYBER SECURITY TRAINING	7,573.50	1 69190	1,500.00
					7,573.50	1 69190	6,073.50
							7,573.50
37701	61325	PROTEX CENTRAL INC	96395	SMOKE DETECTORS/BASES	382.68	2 25145	382.68
			96496	PROGRAM SMOKE DETECTORS	629.16	2 25145	629.16
			96701	MONITOR & TEST FIRE ALARMS	384.00	1 45460	384.00
					1,395.84		1,395.84
37702	63650	REINHARD, JOSH	052118	TUITION & BOOKS REIMBURSEMENT	657.25	1 69260	657.25
37703	63725	RELCO FINANCE, INC.	L110176	LOCOMOTIVE LEASES	4,833.60	2 95015	4,833.60
37704	63835	RELIANCE STANDARD LIFE INS CO	EA-100000113060	EMPLOYEE DISABILITY INSURANCE	4,388.09	1 19260	383.95
						1 39260	251.36
						1 49260	192.49
						1 69260	1,230.94
						2 29260	576.91
						2 29265	1,752.44
					4,388.09		4,388.09
37705	65275	S O S PORTABLE TOILETS, INC.	39095	PORTABLE TOILET RENTAL	230.05	1 15750	230.05
			39123	PORTABLE TOILET RENTAL	100.23	2 95126	100.23
					330.28		330.28
37706	65575	BRANDSAFWAY SOLUTIONS, LLC	D001163	SCAFFOLDING-LOWER AIR HEATER	2,187.65	2 25125	687.65
			R001156	SCAFFOLDING - AIR HEATER EXPANSION	3,310.59	2 25125	1,500.00
						2 25125	1,500.00
						2 25125	1,810.59
			R001159	SCAFFOLDING-AIR HEATER ACCESSORIES	430.44	2 25125	430.44
			R001161	SCAFFOLDING - CONDENSER	977.99	2 25135	977.99
			R001224	SCAFFOLDING	659.38	2 95126	659.38
			R001225	SCAFFOLDING	443.10	2 25125	443.10
					8,009.15		8,009.15
37707	66475	SCHMIDT INDUSTRIES	41659-18	REHEAT STOP VALVE DISCS	8,857.78	2 25135	1,500.00
						2 25135	7,357.78
					8,857.78		8,857.78
37708	67325	SERVI-TECH, INC.	H-971885	ASR SAMPLING	75.84	1 35079	75.84
			H-971931	WATER TESTING	87.94	1 35079	87.94
			H-971950	WATER TESTING	93.99	1 35079	93.99
			H-971977	WATER TESTING	151.68	1 35079	151.68
					409.45		409.45
37709	68195	SIEMENS INDUSTRY, INC.	5700050671	SWITCHGEAR REPLACEMENT	310,805.79	2 20679	1,500.00
						2 20679	309,305.79
					310,805.79		310,805.79
37710	69975	SPRING RANCH TREE FARM	328898	TREES	14,284.50	2 25830	1,500.00
						2 25830	12,784.50
					14,284.50		14,284.50
37711	70975	R S STOVER COMPANY	INV-490821	AIR REGULATORS	327.44	2 25120	327.44
37712	71470	SUNBELT RENTALS	78596785-0001	GENIE MANLIFT	14,488.32	2 23960	1,500.00
						2 23960	12,988.32
					14,488.32		14,488.32
37713	71925	DON SVOBODA PLUMBING	10607	REPLACE WATER SERVICE	1,000.00	1 35570	1,000.00
37714	72200	T E I CONSTRUCTION SERVICES	157533	REMOVE/REPLACE BURNER TIPS	152,138.00	2 25125	1,500.00
						2 25125	150,638.00
			157534	REMOVE/REPLACE BOTTOM ASH S	13,868.00	2 25124	1,500.00
						2 25124	12,368.00
			157535	REMOVE/REPLACE VALVES	1,500.00	2 25125	1,500.00
			157536	REMOVE/REPLACE COAL PIPING	74,379.00	2 25124	1,500.00
						2 25124	72,879.00
			157537	REMOVE/REPLACE AIR HEATER EX	49,892.00	2 25125	1,500.00
						2 25125	48,392.00
					291,777.00		291,777.00
37715	73175	TEST AMERICA INC.	31177481	WATER TESTING	122.50	1 35079	122.50

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Printed: 6/4/2018 15:43

From Check Date: 05/29/2018 - To Check Date: 06/04/2018

Check No	Supplier	Supplier Name	Invoice Number	Invoice Description	Invoice Amt	Charge Code	GL Amount
37716	73575	THOMSEN OIL CO	264250	DIESEL FUEL	1,870.86	2 95015	370.86
			264257	DIESEL FUEL	2,344.95	2 95015	1,500.00
			264265	DIESEL FUEL	2,269.38	2 95015	844.95
			264268	GASOLINE	3,930.00	2 95015	1,500.00
					10,415.19	1 61511	769.38
							1,500.00
							3,930.00
							10,415.19
37717	74230	TOWERS INSULATION INC.	3004	REINSULATE LINES IN PLANT	4,881.29	2 25125	1,500.00
						2 25125	2,724.29
					4,881.29	2 25135	657.00
							4,881.29
37718	75375	U S A BLUE BOOK	571707	FIRE HOSES	1,869.64	1 35522	369.64
			572931	ULTRA METER	1,145.50	1 35522	1,500.00
					3,015.14	1 35076	1,145.50
							3,015.14
37719	76375	UNIVERSAL HYDRAULICS INC.	25085	REPAIR #4 BACKHOE	839.95	1 61843	839.95
37720	77075	VERMEER HIGH PLAINS	160405A	WETTING AGENT	883.92	1 61561	883.92
37721	77450	VIVIAL	00396222 052218	ADVERTISING	140.85	1 69210	140.85
37722	77790	W C ENTERPRISES INC	250	POND ASH REMOVAL	2,899.40	2 25015	2,899.40
37723	79275	WESCO RECEIVABLES CORP	072144	SPRING SHOES	318.33	2 25930	318.33
			072806	BOLTS, ANCHORS	282.66	2 21561	282.66
			075408	FUSING UNITS	61,734.72	2 21561	61,734.72
					62,335.71		62,335.71
37724	79825	WILLIAMSON, T.D. INC.	JI00065694	3-WAY TEES	1,554.59	1 10336	54.59
					1,554.59	1 10336	1,500.00
							1,554.59
37725	79975	WINDSTREAM NEBRASKA INC	091774858-053018	TELEPHONE SERVICE	1,104.97	1 15460	70.40
						1 35053	454.61
						1 45023	30.08
						1 45421	48.24
						1 69180	30.82
						1 69210	303.53
						2 25050	20.81
						2 25065	129.72
						2 25700	16.76
					1,104.97		1,104.97
37726	80275	WOODWARD'S DISPOSAL SERVICE	NO8800-1684	GARBAGE DISPOSAL	312.50	1 61630	30.00
						1 69030	25.00
						1 69210	25.00
						1 69330	232.50
			NO8800-1685	GARBAGE DISPOSAL	789.00	1 45421	789.00
			NO8800-1686	GARBAGE DISPOSAL	372.38	2 75065	372.38
			NO8800-1687	GARBAGE DISPOSAL	420.00	1 61630	135.00
					1,893.88	2 25930	285.00
							1,893.88
37727	R4722	PHYLLIS JOHNSON	052918	CUSTOMER INCENTIVE-RAIN SENS	75.00	1 35571	75.00
37728	R4723	F & O BUILDERS IRRIG & ROOF	01011320-04	CUSTOMER REFUND	7.42	1 61841	7.42
37729	R4724	APRIL D WRIGHT	06220280-15	CUSTOMER REFUND	50.98	1 61841	50.98
37730	R4725	ELEANOR E ROBERTS	07280530-00	CUSTOMER REFUND	155.81	1 61841	155.81
37731	R4726	DIANN M ASPEN	13490480-02	CUSTOMER REFUND	215.01	1 61841	215.01
37732	R4728	BETTE I SCHROER	14552450-00	CUSTOMER REFUND	35.00	1 61841	35.00
37733	R4729	JESSE B. WRIGHT, JR.	15581840-28	CUSTOMER REFUND	75.90	1 61841	75.90
37734	R4730	CRISTAL ALARCON	18700083-24	CUSTOMER REFUND	30.92	1 61841	30.92
37735	R4731	CATHOLIC SOCIAL SERVICES		CUSTOMER REFUND	100.00	1 61841	100.00
37736	R4732	FARRIS CONSTRUCTION CO.	22830692-00	CUSTOMER REFUND	329.87	1 61841	329.87

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37737	R4733	JOHN YANDELL	22840544-02	CUSTOMER REFUND	239.00	1 61841	239.00
37738	R4734	STATE OF NEBRASKA	06220300-11	CUSTOMER REFUND	53.97	1 61841	53.97
			15601740-05	CUSTOMER REFUND	229.02	1 61841	229.02
			20750118-14	CUSTOMER REFUND	406.96	1 61841	406.96
					<u>689.95</u>		<u>689.95</u>

Check Report Total 2,464,153.66

Distribution Register by Check



ACH PAYMENTS

Printed: 6/4/2018 16:30

From Check Date: 06/11/2018 - To Check Date: 06/11/2018

Check No	Supplier	Supplier Name	Invoice Number	Invoice Description	Invoice Amt	Charge Code	GL Amount
602764	07220	B P ENERGY	1700268 051618	GAS PURCHASES	133,505.17	1 62321	133,505.17
602765	45205	M & T BANK-457	060118	EMPLOYEE DEFERRED COMP	535.00	1 62417	535.00
602766	76025	UNITED PARCEL SERVICE	00006838E9208	DELIVERY SERVICE	301.00	1 35531	64.20
						1 61630	13.50
						1 69180	9.57
			00006838E9218	DELIVERY SERVICE	520.20	2 95126	213.73
						1 35531	432.65
						1 61630	13.50
						1 61843	8.08
						2 75065	10.84
						2 85037	55.13
					821.20		821.20
602767	79325	WESTERN AREA POWER ADMIN.	BFPB000950418	POWER PURCHASES	73,895.76	2 22322	73,895.76
602768	30575	GREAT WEST LIFE	060118	PENSION DEPOSIT	98,279.90	1 62415	98,279.90
			060118-1	EMPLOYEE DEFERRED COMP	7,783.69	1 62417	7,783.69
			060118-2	ROTH CONTRIBUTIONS	6,020.48	1 62417	6,020.48
					112,084.07		112,084.07
602769	53775	NEBRASKA CHILD SUPPORT	060118	REMIT CHILD SUPPORT	2,947.62	1 62410	2,947.62
602770	58525	PAYFLEX SYSTEMS USA, INC.	144424-1145086	ACCOUNT FEES	315.95	1 69260	315.95
602771	76225	UNITED STATES TREASURY	060118	FIT & FICA WITHHOLDING	156,827.84	1 62411	65,356.94
						1 62413	91,470.90
					156,827.84		156,827.84

Check & ACH Payments	2,945,086.27
Less Discounts	(18.33)
Voided Check	(90.06)
Grand Total	<u>2,944,977.88</u>

Combined	1,559,250.05
Electric	1,385,727.83
Grand Total	<u>2,944,977.88</u>

Section B: Event Application

This application must be filed with the Hastings City Clerk at 220 North Hastings Avenue,
Hastings, NE at least 60 days prior to the date of the event.

Fees may be applicable.

(Will accept scanned form emailed to kjacobitz@cityofhastings.org)

Date(s) of Event: 07/04/2018
Event Name: YWCA Adams County Annual 4th of July Parade and Celebration
Contact Person: Laura Stutte Phone: 402-462-8821
Address: 2525 West 2nd Street, Suite 110 Hastings, NE 68901
Email: lstutte@ywcaadamscounty.org Daytime Phone: 402-462-8821
Name of Organization Hosting Event: YWCA

Type of Organization (Please select from the following):

Individual _____

If Individual what, if any, informal organization are you representing:

____ Corporation ____ LLC ☒ Other

If Other, please provide name: YWCA

Organization Address: YWCA

Organization Email: lstutte@ywcaadamscounty.org Organization Phone: 402-462-8821

Type of Event: Parade

Example: Running, Biking, Parade, etc. (Held on City Property or Public Right-of-Way)

Will alcohol be served at this event? ____ Yes ☒ No If yes, please review City Code Section 8-107 for alcohol consumption restrictions on property owned by government.

Please describe activities included in this event:_____

PLEASE SEE ATTACHED LETTER

Event Location: Portions of 12th Street by Fisher Fountain

- Before an event is scheduled on City owned property, it must receive prior City approval.
- The event should not be held on a public street or roadway. Consider use of off-street trails such as the Pioneer Spirit Trail.
- Please attach map of route of any such event.
- Review City Code Section 13-508 for prohibited acts: discharge of fireworks

Start Time of Event: 11:00 A.M. End Time of Event: 12:30 P.M.

Official Office Use Only

Authorized Signature – City of Hastings

Date of Council Approval

WALKER

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

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 July 4, 2018.

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,

Gaura Stutte

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

Insurance & map included

for every woman

SEARCH THIS AREA

Hastings Utilities

N Hastings Ave

epn Ave

N St Joseph Ave

N St Joseph Ave

N St Joseph Ave

N Hastings Ave

N Hastings Ave

N Denver Ave

N Denver Ave

N Denver Ave

Utilities Park

N Denver Ave

W 12th St

W 12th St

W 12th St

W 12th St

W 12th St

W 12th St

Google

Map data ©2018 Google United States Terms

Parade Lineup





YWCAOFA-01

JRUNDLE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/16/2017

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

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

PRODUCER
Ellerbrock-Norris Agency, Inc.
P.O. Box 818
Hastings, NE 68902-0816

CONTACT NAME: Jessi Northrup, CIC, CISR

PHONE (A/C, No, Ext): (402) 463-2461 700106

FAX (A/C, No):

E-MAIL ADDRESS: jnorthrup@eni-grp.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Cincinnati Insurance Company

10677

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
YWCA (Young Women's Christian Association of Adams
County, Nebraska)
604 North St. Joseph Avenue
Hastings, NE 68901

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY		ETN 0414697	11/30/2017	11/30/2018	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						EBL AGGREGATE \$
						COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DED					\$
	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NM)					OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below					BREACH ACCIDENTS \$
						E.L. DISEASE - EMPLOYEE \$
						E.L. DISEASE - EMPLOYER LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

City of Hastings
220 North Hastings Avenue
P.O. Box 1085
Hastings, NE 68902-1085

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

WORK ORDER ENGINEERING ESTIMATE

HASTINGS UTILITIES

HASTINGS, NEBRASKA

Name of Department: ElectricWork Order No.: EL-53Construction: XBudget Item No.: 2.54 2017/2018

Retirement: _____

Budget Item Amt: \$250,000**DESCRIPTION AND LOCATION:**

Installation of single-phase underground electric lines and padmount transformers for service to continued residential development along Lakepark Lane north of 38th Street

PURPOSE OF WORK IMPROVEMENT: _____

Cimarron Meadows 10th Addition

CONTRIBUTIONS/REMARKS:

Estimated Cost	Amount	Attached Map or DWG No.:	E-UD-697
1. Material to be Purchased	\$0.00	Sheet No.:	
2. Stores Dept. Charge @ 8.0%	0.00		1, 2, & 3
3. Material from Stock	15,818.38	Date Work to be Started:	6/4/18
4. Stores Dept. Charge @ 8.0%	1,265.47	Date Work to be Finished:	7/20/18
5. Labor	34,496.00	Checked By:	Date
6. Mileage & Truck Usage	9,267.50	<i>Doug Baumgardner</i>	5-23-18
7. Equipment Usage	5,728.75	Checked By:	Date
8. Contract Amount		<i>Ron SEKORA</i>	5-23-18
9.		Approved By:	Date
10.		<i>Keith Leinhardt</i>	5-24-18
SUBTOTAL	\$66,576.10	Director of Engineering	
Engineering & Administrative @ 12%	7,989.13	Approved By:	Date
Subtotal	\$74,565.23		
		City Council	
		Authorized By:	Date
		<i>Walter W. Weper</i>	5/25/2018
TOTAL ESTIMATED COST OF WORK ORDER	\$74,565.23	Manager	

HASTINGS UTILITIES, HASTINGS, NEBRASKA

Work Order No.: EL-53
 B.I. No.: 2.54
 B.I. Yr.: 2017/2018

LABOR AND EQUIPMENT ESTIMATE

Classification of Labor or Equipment to be Used		No of Hr/Mi/Ft	Cost Per Unit	Subtotal	Total Cost
LABOR:	Electric Department	376	56.00	21,056.00	\$34,496.00
	Gas Department	280	48.00	13,440.00	
TOTAL - LABOR					
MILEAGE:	Trucks 22 & 23 (Miles)	120	3.75	450.00	\$9,267.50
	Trucks 24 & 28 (Miles)	120	3.75	450.00	
	Trucks 25 & 26 (Miles)	120	3.75	450.00	
	Truck 41 (Miles)			0.00	
	Trucks 12, 14, & 17 (Miles)	210	3.75	787.50	
TRUCKS:	Trucks 22 & 23 (Hours)	23	175.00	4,025.00	
	Trucks 24 & 28 (Hours)	23	110.00	2,530.00	
	Trucks 25 & 26 (Hours)	11.5	50.00	575.00	
TOTAL - MILEAGE & TRUCKS					
EQUIPMENT:	Air Compressor (Hours) HU #4	10	25.00	250.00	\$5,728.75
	Backhoe (Hours) HU #1, #2, or #3	44	30.00	1,320.00	
	Bore Mach. (Bore Feet) HU #1, #2, or #3	1375	1.25	1,718.75	
	Hydra Tamp (Hours) HU	16	115.00	1,840.00	
	Spoil Vac (Hours) HU	10	60.00	600.00	
	Trench (Feet) HU #1 or #2			0.00	
TOTAL - EQUIPMENT USAGE					
TOTAL COST ALL LABOR AND EQUIPMENT ESTIMATE					\$49,492.25

MATERIAL ESTIMATE

Quantity	Stock Number	Description	Unit Price	Stock Material	New Material
8	ea.	019-09-06 5/8" x 10' Ground Rods	11.00	88.00	
8	ea.	020-02-03 5/8" Ground Clamps	1.20	9.60	
60	ft.	023-07-03 Red Warning Tape	0.03	1.80	
8	ea.	043-08-03 #2 15KV Loadbreak Elbows	29.41	235.28	
1	ea.	043-20-18 10KV Parking Stand Arrester	123.14	123.14	
1	ea.	043-21-10 10KV Elbow Lightning Arrester	57.80	57.80	
12	ea.	044-01-04 Split-Bolt Ground Connectors	1.36	16.32	
9	ea.	046-07-04 Insulated Secondary Connectors	7.85	70.65	
6	ea.	046-08-01 Transformer Ground Connectors	2.72	16.32	
24	ea.	046-10-02 2/0-350MCM Terminal Lugs	4.24	101.76	
1	ea.	049-12-04 8Amp 15KV NX Current Limiting Fuse	169.90	169.90	
1	ea.	049-12-05 12Amp 15KV NX Current Limiting Fuse	125.01	125.01	
TOTAL (Page 2)				\$1,015.58	\$ -

Estimated By: T. Waite

Date: 5/22/18

Page 2

HASTINGS UTILITIES, HASTINGS, NEBRASKA

Work Order No.: EL-53

B.I. No.: 2.54

B.I. Yr.: 2017/2018

MATERIAL ESTIMATE

Quantity		Stock Number	Description	Unit Price	Stock Material	New Material
145	ft.	068-01-04	#4 Bare Copper Ground Connectors	0.45	65.25	
1200	ft.	077-13-02	#2 15KV Aluminum 220Mil Jacketed Cable	1.45	1,740.00	
260	ft.	078-01-40	4/0-4/0-2/0 600V URD Aluminum Triplex	1.41	366.60	
90	ft.	078-02-35	350-350-4/0 600V URD Aluminum Triplex	2.44	219.60	
50	ft.	113-06-04	1 1/4" Sch40 PVC	0.31	15.50	
90	ft.	113-06-06	2" Sch40 PVC	0.55	49.50	
160	ft.	113-06-07	2 1/2" Sch40 PVC	0.85	136.00	
10	ft.	113-06-10	4" Sch40 PVC	1.54	15.40	
660	ft.	113-10-04	1 1/4" Sch40 PVC Polyduct	0.55	363.00	
1040	ft.	113-10-06	2" Sch40 PVC Polyduct	0.70	728.00	
165	ft.	113-10-07	2 1/2" Sch40 PVC Polyduct	1.45	239.25	
510	ft.	113-10-10	4" Sch40 PVC Polyduct	3.09	1,575.90	
3	ea.	114-03-04	1 1/4" Steel Elbow-90D Std R	5.52	16.56	
4	ea.	114-03-07	2 1/2" Steel Elbows-90D Std R	17.02	68.08	
12	ea.	114-04-07	2 1/2" PVC Elbows-90D Std R	3.32	39.84	
1	ea.	114-06-10	4" Steel Elbow-90D Std R	40.30	40.30	
3	ea.	114-11-01	1 1/4" Fiberglass Elbow-90D 12" R	37.91	113.73	
8	ea.	114-11-07	2" Fiberglass Elbows-90D 36" R	50.76	406.08	
12	ea.	115-04-07	2 1/2" PVC/PVC Couplers (PVC)	0.76	9.12	
5	ea.	115-08-04	1 1/4" Polyduct Couplers	14.03	70.15	
11	ea.	115-08-06	2" Polyduct Couplers	14.14	155.54	
4	ea.	115-08-07	2 1/2" Polyduct Couplers	20.38	81.52	
3	ea.	115-08-10	4" Polyduct Couplers	36.00	108.00	
6	ea.	116-18-04	1 1/4" Pipe/PVC Couplers (PVC)	0.31	1.86	
8	ea.	116-18-05	2 1/2" Pipe/PVC Couplers (PVC)	1.11	8.88	
2	ea.	116-18-09	4" Pipe/PVC Couplers (PVC)	1.79	3.58	
12	ea.	116-20-07	2" PVC Plugs	0.65	7.80	
5	ea.	116-21-04	1 1/4" PVC Caps	0.40	2.00	
2	ea.	116-21-07	2" PVC Caps	0.62	1.24	
1	ea.	116-21-08	2 1/2" PVC Cap	1.68	1.68	
1	ea.	116-21-11	4" PVC Cap	4.63	4.63	
3	ea.	150-00-50	Fault Indicators	231.38	694.14	
4	ea.	156-01-01	200Amp 1-phase Single Meter Pedestals	240.43	961.72	
4	ea.	156-01-02	200Amp 1-phase Double Meter Pedestals	289.35	1,157.40	
12	ea.	159-04-01	Meter Sealing Rings	2.73	32.76	
12	ea.	159-06-09	Clear Plastic Meter Socket Covers	2.54	30.48	
28	ea.	159-11-01	Meter Seals	0.19	5.32	
3	ea.	194-02-01	Precast Concrete Transformer Pads 42" x 46" x	145.12	435.36	
3	ea.	582-00-01	Tubes of Silicone Caulk	5.06	15.18	
3	ea.	955-01-01	3E01 Brass Padlocks	7.61	22.83	
			Total Page 3		\$10,009.78	\$ -
			Total Page 2 Brt Fwd		\$ 1,015.58	\$ -
			TOTAL (Pages 2 & 3)		\$11,025.36	\$ -

Estimated By: T. Waite

Date: 5/22/18 Page 3

$$f^{-1/2} \quad 0 \quad 1$$

EL-53

2.54

2017/2018

MATERIAL ESTIMATE

Quantity		Stock Number	Description	Unit Price	Stock Material	New Material
3	ea.		25KVA 13800Y/7970 240/120 1Ph DF Pdmt Xfmrs	1,564.34	4,693.02	
1	LS		Miscellaneous Tape, Wire, Connectors, Etc.	100.00	100.00	
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			Total Page 4		\$ 4,793.02	\$ -
			Total Page 2 and 3 Brt Fwd		\$ 11,025.36	\$ -
					-	
			TOTAL (Pages 2, 3, 4)		\$ 15,818.38	\$ -

Estimated By: _____ T. Waite

Date: 5/22/18 Page 4

Department: Engineering

Staff Contact:

Council Meeting Date: 06/11/2018

AGENDA ITEM SUMMARY SHEET

Description of Item:

Approve invoice (#768) from South Central Economic Development District (SCEDD) for \$2800.00 for the execution of Grant Administration services on Community Development Block Grant (CDBG) project: 17-DTR-105, Hastings Downtown Revitalization Project.

The City of Hastings is the grantee for the Community Development Block Grant (CDBG) 17-DTR-105, the CDBG Downtown Revitalization project. Per grant requirements, this payment must be listed on the City Council agenda and formally approved. The CDBG reimburses the City for 100% of Administrative costs.

Names of People/Business affected by this action:

City of Hastings and the South Central Economic Development District (SCEDD)

Why Council action is required:

The City of Hastings is the CDBG grant recipient. Per Nebraska Department of Economic Development (NEDED) regulations, all grant-related payments must be listed separately on the City Council agenda and formally approved.

Type of action requested:

Motion

Suggested motion:

Approve

Deadlines associated with action:

None

Department head comments:

City Administrator comments:

South Central Economic Development District, Inc.

POB 79; 401 East Ave (2nd Floor)

Holdrege, NE 68949

Invoice

Date	Invoice #
5/23/2018	768

Bill To
City of Hastings 220 N Hastings Avenue Hastings, NE 68901

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	CDBG Grant Administration work completed through 4/30/2018 for the City of Hastings-17-DTR-105 - Completion and submittal of Special Conditions to secure Release of Funds - Project files set-up and maintenance - Communications with DED Staff - Coordination of program guidelines with Randy Chick - Attendance at Council meeting to review contract	2,800.00	2,800.00
		Total	\$2,800.00

Department: Engineering

Staff Contact:

Utility Board Meeting Date: 06/11/2018

AGENDA ITEM SUMMARY SHEET

Description of Item:

Approval of request for CDBG funds, Drawdown #1 for \$2,800 for Grant Administration, Downtown Revitalization Project (17-DTR-105). There are no match requirements.

- The City of Hastings is the grantee for Community Development Block Grant (CDBG) 17-DTR-105, the Downtown Revitalization project. Approval of this draw is authorization to request grant funds from the Nebraska Department of Economic Development (NEDED). Per grant requirements, this payment must be listed on the City Council agenda and formally approved.
- Upon submission and approval of this draw by NEDED, CDBG funds will be electronically deposited into the City's bank account. Regulations require the funds to be disbursed from the bank account (clear the account) within five days of the deposit from the State of Nebraska.

Names of People/Business affected by this action:

The City of Hastings and the Nebraska Department of Economic Development (NEDED)

Why Council action is required:

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

Type of action requested:

Motion

Suggested motion:

Approve

Deadlines associated with action:

None

Department head comments:

City Administrator comments:



REQUEST FOR CDBG FUNDS /

Activity 0181 General Administration Only
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT
See Reverse Side for Instructions / Revised January 2017

☐ Draw #	CDBG REQUEST form ACTY 0181	DED Date Stamp
☐ Final Draw		
DED USE ONLY		
DED Received By	Date	

Name of Local Government Grantee City of Hastings		Mailing Address 220 N Hastings Avenue		City Hastings	State NE	ZIP 68901
CDBG Grant Number 17-DTR-105	Federal Identification Number 47-6006221	DUNS Number 076980556	SAM Expiration Date 09/20/2018	Number sequence order includes Both general admin 0181 requests And project activity requests 1	DED Program Representative Jenny Mason	

Part I - STATUS OF FUNDS ACTIVITY 0181 GENERAL ADMINISTRATION

1. Grant Funds Received to Date for activity 0181 general administration	\$ 0.00
2. Add: Program Income Received to Date	
3. Subtotal	not applicable
4. Less: Federal Administration Funds Disbursed To Date (Must Agree To Total Of Part II, Line 3)	\$ 0.00
5. Total: Federal Administration Funds On Hand (Must Agree To Part II, Line 6) activity 0181	

IMPORTANT Complete Part II for approved activity 0181 general administration only.	PART III GRANTEE General Administration Award CDBG activity 0181 Amount Awarded \$ 35,000.00 90% General Admin Award max total draw prior to closeout \$31,500.00
--	--

Part II - CASH REQUIREMENTS ACTIVITY 0181 GENERAL ADMINISTRATION

Activity Code 0181 GENERAL ADMINISTRATION ONLY	0181 General Administration
1. Total Cash Administration Requirements To Date	\$2,800.00
2. Less: Local Funds Applied (Includes RLF)	\$0.00
3. Less: Federal Funds Disbursed Total Must Agree To Part I, Line 4	\$0.00
4. Total Current Cash Requirements	\$2,800.00
5. Less: Unpaid Previous Request for activity 0181 general administration	\$ 0.00
6. Less: Federal Funds On Hand for activity 0181 general administration (Must Agree To Part I, Line 5)	\$ 0.00
7. Net Amount of Federal Funds Requested \$500 MINIMUM GENERAL ADMINISTRATION ACTIVITY 0181 REQUEST, UNLESS IT IS THE FINAL DRAW	\$2,800.00

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

Signature of Authorized Official (Mayor/Board Chairman)	Typed Name of Authorized Official Corey Stutte, Mayor	Date
Signature of Authorized Official (Clerk/Treasurer)	Typed Name of Authorized Official Kim Jacobitz	Date
Person Preparing Request for CDBG Funds Form Name:	Organization: SCEDD, Inc	Telephone Number: 308-455-4770
Lori Ferguson	Amount Approved: \$	INITIALS: lorif@scedd.us DATE: _____
DEPARTMENT OF ECONOMIC DEVELOPMENT / USE	TITLE: _____	

INCOMPLETE OR INCORRECT FORMS WILL NOT BE PROCESSED

Effective January 5, 2017

Requestor/CDBG/Funds_Admin.doc

Department: Development Services
Staff Contact: Donald Threewitt
Council Meeting Date: 06/11/2018

AGENDA ITEM SUMMARY SHEET

Description of Item:

Public hearing at the request of the Development Services Department to consider placing a moratorium on solar generation facilities within the City of Hastings and the 2-mile extraterritorial jurisdiction boundary.

Names of People/Business affected by this action:

The people of Hastings and the City.

Why Council action is required:

Placing a moratorium on all new applications for solar generation facilities until regulations are adopted will allow city staff, officials, and concerned citizens sufficient time to study and mitigate any negative impacts from renewable energy development.

Type of action requested:

Resolution

Suggested motion:

Motion to adopt Resolution 2018-29 placing a moratorium on solar generation facilities.

Deadlines associated with action:

Department head comments:

Private renewable energy developments have been transforming the energy landscape nationally for the past three decades. The market demand for renewable energy supply has been driven more by user preference than by policy decisions, especially in the past decade. The City of Hastings would like to ensure that renewable energy is a welcome addition to energy generation in the area, even though it won't be sold locally.

However, there are some concerns regarding the impacts of larger scale renewable developments. One potential wildlife impact is called the "Lake Effect," where large solar fields resemble bodies of water and avian wildlife attempts to land on them--which has an injurious or fatal impact. Road glare may not always be present, but may be critically dangerous only during certain times of the year. These and many other impacts should be considered when developing solar development

regulations.

City staff is requesting a moratorium on renewable energy permit applications until such time that regulations can be drafted, vetted, and public input gathered. The Planning Commission voted 5-0 to adopt a twin Resolution at the May 21, 2018 regular meeting.

If Resolution 2018-29 is adopted, the Development Services Department will provide a status report and informational update at the regular meetings of Planning Commission and City Council on or before October 22, 2018.

City Administrator comments:

This moratorium makes for good planning as we move into the solar generated electrical era. Several Nebraska cities have already adopted solar regulations and we did to do so as well.

Recommend Approval

RESOLUTION NO. 2018-29

WHEREAS, the City welcomes the opportunity to host properly regulated solar generation facilities; and

WHEREAS, the City of Hastings (City) recognizes that solar generation facilities, if not properly regulated, may harm public safety and welfare, the environment, wildlife, historical and cultural interests; and

WHEREAS, the City of Hastings does not currently have solar energy regulations as a part of the Official City Code; and

WHEREAS, the City recognizes the importance of community input in the identification and mitigation of the impacts of solar energy generation facilities;

NOW THEREFORE, in consideration of the foregoing recitals, the Mayor and City of the City of Hastings, Nebraska, do hereby adopt the following resolution:

BE IT RESOLVED by the Mayor and City Council of the City of Hastings, Nebraska, that the City of Hastings hereby declare a Moratorium on the receipt, processing, and issuance of any existing or new solar energy generation facility applications, pursuant to the following procedures:

- 1. The effective area for the enforcement of this Moratorium shall be applicable to all properties within the City of Hastings corporate boundary and all properties within the City of Hastings' 2-mile Extraterritorial Jurisdiction (ETJ) boundary;*
- 2. That this Moratorium will be in force and effect until an ordinance adopting Solar Regulations is passed by the Mayor and City Council and becomes effective; and*
- 3. That the Planning Commission hold a 30-day public comment period advertised in a newspaper of general circulation within the City of Hastings in order to identify public concerns and priorities, commencing 7 days after the passage of a City Council Resolution.*

PASSED AND APPROVED this _____ day of _____, 2018.

Mayor

ATTEST:

City Clerk

(S E A L)

Approved as to form:

City Attorney

Department: Development Services
Staff Contact: David Wacker, Donald Threewitt
Council Meeting Date: 06/11/2018

AGENDA ITEM SUMMARY SHEET

Description of Item:

Public hearing to consider Ordinance No. 4555, a recommendation to amend Hastings City Code, Section 34-216 "F.D. Flood hazard district regulations."

Names of People/Business affected by this action:

The people of Hastings and the City.

Why Council action is required:

Amendments to the text of the zoning ordinance or comprehensive plan may... be initiated by any interested persons, the City Attorney, or the Planning Director. Upon final hearing of such application, the Commission shall approve or deny the same and a report of such action, together with a recommendation for final approval or denial, shall be made by the Commission to the City Council.

Type of action requested:

Ordinance

Suggested motion:

Motion to recommend approval of Ordinance No. 4555 amending Section 34-216 of Hastings City Code.

Deadlines associated with action:

The Flood Insurance Study (FIS) and Flood Insurance Rate Map (FIRM) will become effective on July 5, 2018, at which time the zoning ordinance (Section 34-216) will need to comply with the updated provisions.

Department head comments:

The proposed regulations are required to implement the new Flood Insurance Rate Map and Flood Insurance Study. The language has been largely adapted from the suggested provisions drafted by the State of Nebraska, Department of Natural Resources. By adopting language that is substantively similar to the model language, any state-level interventions for future modifications, such as LOMA and LOMR requests, should be more efficient to coordinate. Staff fully supports the language as written, but any changes are welcome for consideration.

The Planning Commission voted 5-0 in favor of a recommendation to approve Ordinance No. 4555 at the May 21, 2018 regular meeting.

City Administrator comments:

Recommend Approval

ORDINANCE NO. 4555

AN ORDINANCE OF THE CITY OF HASTINGS, NEBRASKA, TO AMEND SECTION 34-216 OF THE OFFICIAL CITY CODE OF THE CITY OF HASTINGS REGARDING FLOOD HAZARD DISTRICT REGULATIONS; TO REPEAL ANY ORDINANCE IN CONFLICT HEREWITH; TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

SECTION 1. That Section 34-216 of the Official City Code of the City of Hastings, Nebraska, is hereby amended to read as follows:

34-216. F.D. Flood hazard district regulations.

(1) Definitions.

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance it's most reasonable application:

0.2% Annual Chance Floodplain means the floodplain that would be inundated by the 0.2% annual chance flood and delineated on the Flood Insurance Rate Maps.

0.2% Annual Chance Flood Elevation means the elevation to which floodwaters are expected to rise during a 0.2% annual chance flood.

Appurtenant Structure shall mean a structure on the same parcel of property as the principal structure, the use of which is incidental to the use of the principal structure. Also shall be known as "accessory structure."

Area of Shallow Flooding means a designated AO or AH zone on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Base Flood means the flood having one (1) percent chance of being equaled or exceeded in any given year.

Base Flood Elevation means the elevation to which floodwaters are expected to rise during the base flood.

Basement means any area of the building having its floor subgrade (below ground level) on all sides.

Building means "structure." See definition for "structure."

Critical Facility means any property that, if flooded, would result in severe consequences to public health and safety. Critical facilities include, but are not limited to: facilities that produce, use, or store hazardous materials; hospitals, nursing homes, and housing likely to contain vulnerable populations; emergency support function facilities like police stations, fire stations, vehicle and equipment storage facilities, and emergency operations centers; public and private utility facilities vital to maintaining or restoring normal services to flooded areas before, during, and after a flood.

Development means any man-made change to improved or unimproved real estate, including but not limited to the construction, reconstruction, renovation, repair, expansion or alteration of buildings or other structures; the placement of manufactured homes; streets and other paving; utilities; filling, grading, and excavation; mining; dredging; drilling operations; storage of equipment or materials; or obstructions.

Existing Manufactured Home Park or Subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is complete before the effective date of the floodplain management regulations adopted by a community.

Expansion to an Existing Manufactured Home Park or Subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Flood or Flooding means a general and temporary condition of partial or complete inundation of normally dry land areas.

Flood Fringe is that area of the floodplain, outside of the floodway, that has a one percent chance of flood occurrence in any one year.

Flood Insurance Rate Map (FIRM) means an official map of a community, on which the Flood Insurance Study has delineated the special flood hazard area boundaries and the risk premium zones applicable to the community.

Flood Insurance Study (FIS) is the official report provided by the Federal Emergency Management Agency. The report contains flood profiles, as well as the Flood Insurance Rate Map and the water surface elevation of the base flood.

Floodplain means any land area susceptible to being inundated by water from any source (see definition of "flooding"). Floodplain includes flood fringe and floodway. Floodplain and special flood hazard area are the same for use by this ordinance.

Floodproofing means any combination of structural and nonstructural additions, changes, or adjustments to structures that reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, and structures and their contents.

Floodway or Regulatory Floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

Freeboard means a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. "Freeboard" tends to compensate for the many

unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, clogged bridge openings, and the hydrological effect of urbanization of the watershed.

Highest Adjacent Grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Historic Structure means any structure that is: (a) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register; (b) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; (c) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or (d) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either: (1) By an approved state program as determined by the Secretary of the Interior or (2) Directly by the Secretary of the Interior in states without approved programs.

Lowest Floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage, in an area other than a basement area, is not considered a building's lowest floor, provided that such enclosure is not built or modified so as to render the structure in violation of the applicable non-elevation design requirements of this ordinance.

Manufactured Home means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

Manufactured Home Park or Subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

New Construction for floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of the floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

New Manufactured Home Park or Subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

Obstruction means any wall, wharf, embankment, levee, dike, pile, abutment, projection, excavation (including the alteration or relocation of a watercourse or drainway), channel rectification, bridge, conduit, culvert, building, stored equipment or material, wire, fence, rock, gravel, refuse, fill, or other analogous structure or matter which may impede, retard, or change the direction of the flow of water, either in itself or by catching or collecting

debris carried by such water, or that is placed where the natural flow of the water would carry such structure or matter downstream to the damage or detriment of either life or property. Dams designed to store or divert water are not obstructions if permission for the construction thereof is obtained from the Department of Natural Resources pursuant to the Safety of Dams and Reservoirs Act (*Nebraska Revised Statutes* 46-1601 to 46-1670 as amended).

Overlay District is a district in which additional requirements act in conjunction with the underlying zoning district(s). The original zoning district designation does not change.

Post-FIRM Structure means a building that was constructed or substantially improved after December 31, 1974 or on or after the community's initial Flood Insurance Rate Map dated July 5, 2018, whichever is later.

Pre-FIRM Structure means a building that was constructed or substantially improved on or before December 31, 1974 or before the community's initial Flood Insurance Rate Map dated July 5, 2018, whichever is later.

Principally Above Ground means that at least 51 percent of the actual cash value of the structure is above ground.

Recreational Vehicle means a vehicle which is (i) built on a single chassis; (ii) 400 square feet or less when measured at the largest horizontal projections; (iii) designed to be self-propelled or permanently towable by a light duty truck; and (iv) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Regulatory Flood Elevation means the base flood elevation (BFE) plus a freeboard factor as specified in this ordinance.

Special Flood Hazard Area (SFHA) is the land in the floodplain within a community subject to one percent or greater chance of flooding in any given year.

Start of Construction means the date the floodplain development permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. "Start of construction" also includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not the alteration affects the external dimensions of the building.

Structure means a walled and roofed building that is principally above ground, as well as a manufactured home and a gas or liquid storage tank that is principally above ground.

Subdivision means the division or re-division of a lot, tract, or parcel of land by any means into two or more lots, tracts, parcels, or other divisions of land including changes in existing lot lines for the purpose, whether immediate or future, of lease, partition by the court for distribution to heirs or devisees, transfer of ownership, or building or lot development.

Substantial Damage means damage of any origin sustained by a structure whereby the cumulative cost of restoring the structure to its before-damage condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. Cumulative costs shall include all costs for reconstruction, rehabilitation, or other improvement of the structure to repair damage incurred within 10 years preceding the date of the floodplain development permit.

Substantial Improvement means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before "start of construction" of the improvement. This includes structures which have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either (1) any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions, or (2) any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure." Cumulative costs shall include all costs for reconstruction, rehabilitation, or other improvement of the structure to repair damage incurred within 10 years preceding the date of the floodplain development permit and shall include any costs resulting from substantial damage.

Variance is a grant of relief to an applicant from the requirements of this ordinance that allows construction in a manner otherwise prohibited by this ordinance where specific enforcement would result in unnecessary hardship.

Violation means a failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the Elevation Certificate, other certifications, or other evidence of compliance required in this ordinance is presumed to be in violation until such time as that documentation is provided.

Watercourse means any depression two feet or more below the surrounding land that serves to give direction to a current of water at least nine months of the year and that has a bed and well-defined banks.

(2) Statutory authorization, findings of fact, and purposes

(a) Statutory authorization.

The Legislature of the State of Nebraska has delegated the responsibility to local governmental units to adopt zoning regulations designed to protect the public health, safety, general welfare, and property of the people of the state. The Legislature, in Neb. Rev. Stat. §§31-1001 to 31-1023 (as amended), has further assigned the responsibility to adopt, administer, and enforce floodplain management regulations to the county, city, or village with zoning jurisdiction over the floodprone area. Therefore the City of Hastings, Nebraska ("the City") ordains as follows:

(b) Findings of fact.

- i. Flood Losses Resulting from Periodic Inundation. The flood hazard areas of Hastings, Nebraska are subject to inundation that results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.
- ii. General Causes of the Flood Losses. These flood losses are caused by the cumulative effect of obstructions in floodplains causing increases in flood heights and velocities as well as the occupancy of flood hazard areas by uses vulnerable to floods or hazardous to others that are inadequately elevated or otherwise unprotected from flood damages.

(c) Statement of purpose.

It is the purpose of this ordinance to promote the public health, safety, and general welfare and to minimize those losses described in Section (2)(b) by applying the provisions of this ordinance to:

- i. Restrict or prohibit uses that are dangerous to health, safety, or property in times of flooding or cause undue increases in flood heights or velocities.
- ii. Require that uses vulnerable to floods, including public facilities that service such uses, be provided with flood protection at the time of initial construction.
- iii. Reduce financial burdens from flood damage borne by the community, its governmental units, its residents, and its businesses by preventing excessive and unsafe development in areas subject to flooding.
- iv. Assure that eligibility is maintained for property owners in the community to purchase flood insurance from the National Flood Insurance Program.

(d) Adherence to regulations.

The regulations of this ordinance are in compliance with the National Flood Insurance Program Regulations as published in Title 44 of the Code of Federal Regulations and the Nebraska Minimum Standards for Floodplain Management Programs as published in the Nebraska Administrative Code Title 455, Chapter 1.

(3) General provisions.

(a) Lands to which ordinance applies. This ordinance shall apply to all lands within the jurisdictions of the City of Hastings, Nebraska identified on the Flood Insurance Rate Map (FIRM) panels 31001C0070C, 31001C0075C, 31001C0100C, 31001C0157C, 31001C0160C, 31001C0175C, 31001C0176C, 31001C0180C, and 31001C0200C dated July 5, 2018. In all areas covered by this ordinance, no development shall be allowed except upon the issuance of a floodplain development permit to develop, granted by the floodplain administrator or the governing body under such safeguards and restrictions as the City or the designated representative may reasonably impose for the promotion and maintenance of the general welfare, health of the inhabitants of the community and where specifically noted in Sections (5) and (6).

(b) Rules for interpretation of district boundaries. The boundaries of the floodway and the flood fringe overlay districts shall be determined by scaling distances on the official zoning map or on the effective Flood Insurance Rate Map. Where interpretation is needed to the exact location of the boundaries of the districts as shown on the zoning or other community map, the floodplain administrator shall make the necessary interpretation. In such cases where the interpretation is contested, the Board of Adjustment will resolve the dispute. The regulatory flood elevation for the point in question shall be the governing factor in locating the district boundary on the land. The person contesting the location of the district boundary shall be given a reasonable opportunity to present their case to the Board of Adjustment and to submit their own technical evidence, if so desired.

(c) Compliance. Within identified floodplains of this community, no development shall be located, extended, converted, or structurally altered without full compliance with the terms of this ordinance and other applicable regulations.

(d) Abrogation and greater restrictions. This ordinance does not intend to repeal, abrogate, or impair any existent easements, covenants, or deed restrictions. However, where this ordinance imposes greater restrictions, the provision of this ordinance shall prevail. All other ordinances inconsistent with this ordinance are hereby repealed to the extent of the inconsistency only.

(e) Interpretation. In their interpretation and application, the provisions of this ordinance shall be held to be minimum requirements and shall be liberally construed in favor of the governing body and shall not be deemed a limitation or repeal of any other powers granted by state statutes.

(f) Warning and disclaimer of liability. The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on engineering and scientific methods of study. Larger floods may occur or the flood height may be increased by manmade or natural causes, such as ice jams and bridge openings restricted by debris. This ordinance does not imply that areas outside floodway and flood fringe district boundaries or land uses permitted within such districts will be free from flooding or flood damage. This ordinance shall not create liability on the part of the City or any officer or employee thereof for any flood damages that may result from reliance on this ordinance or any administrative decision lawfully made thereunder.

(g) Severability. If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.

(4) Establishment of zoning districts.

Along watercourses where a floodway has been established, the mapped floodplain areas are hereby divided into the two following districts: a floodway overlay district (FW) and a flood fringe overlay district (FF) as identified in the Flood Insurance Study dated July 5, 2018 and on accompanying FIRM panels as established in Section (3)(a). The flood fringe overlay district shall correspond to flood zones A, AE, A1-30, AH, AO, AR, A99, and floodway areas in Zone AE that are identified on FIRM panels. The floodway overlay district shall correspond to the floodway areas in Zone AE that are identified on

the FIRM panels. Within these districts, all uses not meeting the standards of this ordinance and those standards of the underlying zoning district shall be prohibited.

(5) Floodplain management administration.

(a) Designation of floodplain administrator. The City Engineer of the community is hereby designated as the community's local floodplain administrator. The floodplain administrator is authorized and directed to administer, implement, and enforce all provisions of this ordinance. If the local floodplain administrator position is unfilled, the community CEO shall assume the duties and responsibilities herein.

(b) Permits required. A floodplain development permit shall be required before any development, construction, or substantial improvement is undertaken. No person, firm, corporation, government agency, or other entity shall initiate any floodplain development without first obtaining a floodplain development permit.

(c) Duties of floodplain administrator.

- i. Duties of the City Engineer (as floodplain administrator) shall include, but not be limited to the following:
 - (1) Review, approve, or deny all applications for floodplain development permits.
 - (2) Review all development permit applications to assure that sites are reasonably safe from flooding and that the permit requirements of this ordinance have been satisfied.
 - (3) Review applications for proposed development to assure that all necessary permits have been obtained from those federal, state, or local government agencies from which prior approval is required.
 - (4) Review all subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, to determine whether such proposals will be reasonably safe from flooding.
 - (5) Notify adjacent communities and the Nebraska Department of Natural Resources prior to any alteration or relocation of a watercourse and submit evidence of such notification to the Federal Emergency Management Agency.
 - (6) Assure that maintenance is provided within the altered or relocated portion of the watercourse so that the flood carrying capacity is not diminished.
 - (7) Verify, record, and maintain record of the actual elevation (in relation to mean sea level) of the lowest floor, including basement, of all new or substantially improved structures in the floodplain.
 - (8) Verify, record, and maintain record of the actual elevation (in relation to mean sea level) to which all new or substantially improved structures have been floodproofed.
 - (9) Verify, record, and maintain record of all improved or damaged structures to ensure compliance with standards in applicable sections. Track value of improvements and market value with permits. Also, ensure consistent market value estimations to evaluate against damaged or improved values.

- (10) Ensure comprehensive development plan as amended is consistent with this ordinance.
 - (11) In the event the floodplain administrator discovers work done that does not comply with applicable laws or ordinances, the floodplain administrator shall revoke the permit and work to correct any possible violation in accordance with this ordinance.
- (d) Application for permit and demonstration of compliance.
- i. To obtain a floodplain development permit, the applicant shall first file an application in writing on a form furnished for that purpose. Every such application shall:
 - (1) Identify and describe the proposed development and estimated cost to be covered by the floodplain development permit.
 - (2) Describe the land on which the proposed development is to be done by lot, block, tract, and house and streets address, or similar description that will readily identify and definitely locate the proposed building or development.
 - (3) Indicate the use or occupancy for which the proposed development is intended.
 - (4) Be accompanied by plans and specifications for proposed construction.
 - (5) Be signed by the permittee and authorized agent who may be required to submit evidence to indicate such authority.
 - ii. If any proposed development is located entirely or partially within a floodplain, applicants shall provide all information in sufficient detail and clarity to enable the floodplain administrator to determine that:
 - (1) All such proposals are consistent with the need to minimize flood damage;
 - (2) All utilities and facilities such as sewer, gas, water, electrical, and other systems are located and constructed to minimize or eliminate flood damage;
 - (3) Structures will be anchored to prevent flotation, collapse, or lateral movement;
 - (4) Construction materials are flood resistant;
 - (5) Appropriate practices to minimize flood damage have been utilized; and
 - (6) Electrical, heating, ventilation, air conditioning, plumbing, and any other service facilities have been designed and located to prevent entry of floodwaters.
 - iii. For all new and substantially improved structures, an elevation certificate based upon the finished construction certifying the elevation of the lowest floor, including basement, and other relevant building components shall be provided to the floodplain administrator and be completed by a licensed surveyor, engineer, or architect.
 - iv. When floodproofing is utilized for an applicable structure, a floodproofing certificate shall be provided to the floodplain administrator and be completed by a licensed professional engineer or architect.

- v. For all development proposed in the floodway, no-rise certification shall be provided to the floodplain administrator and be completed by a licensed professional engineer.
- vi. Any other such information as reasonably may be required by the City Engineer shall be provided.
- vii. Letters of Map Revision: Federal regulations in Title 44 of the Code of Federal Regulations, Chapter 1, Part 65.5 and 65.6, or as subsequently amended, allow for changes to the special flood hazard area through a Letter of Map Revision (LOMR) or a Letter of Map Revision Based on Fill (LOMR-F), provided the community determines that the land and any existing or proposed structures that would be removed from the floodplain are “reasonably safe from flooding.” The community acknowledgement form asserting this is required for LOMR and LOMR-F applications and must be signed by the floodplain administrator. The floodplain administrator shall not sign a community acknowledgement form unless all criteria set forth in the following paragraphs are met:
 - (1) Applicant shall obtain floodplain development permit before applying for a LOMR or LOMR-F.
 - (2) Applicant shall demonstrate that the property and any existing or proposed structures will be “reasonably safe from flooding,” according to the minimum design standards in FEMA Technical Bulletin 10-01.
 - (3) All requirements listed in the Simplified Approach in FEMA Technical Bulletin 10-01 shall be met and documentation from a registered professional engineer shall be provided. If all of these requirements are not met, applicant must provide documentation in line with the Engineered Approach outlined in FEMA Technical Bulletin 10-01.

(e) Flood data required.

- i. All Zone A areas on the FIRM are subject to inundation of the base flood; however, the base flood elevations are not provided. Zone A areas shall be subject to all development provisions of this ordinance. If Flood Insurance Study data is not available, the community shall utilize any base flood elevation or floodway data currently available from federal, state, or other sources, including from a study commissioned by the applicant pursuant to best technical practices.
- ii. Until a floodway has been designated, no development or substantial improvement may be permitted within the floodplain unless the applicant has demonstrated that the proposed development or substantial improvement, when combined with all other existing and reasonably anticipated developments or substantial improvements, will not increase the water surface elevation of the base flood more than one (1) foot at any location as shown in the Flood Insurance Study or on base flood elevation determinations.

(f) Variances and appeals.

Variance and appeals Procedures:

- i. The Board of Adjustment as established by the City shall hear and decide appeals and requests for variances from the requirements of this ordinance.
- ii. The Board of Adjustment shall hear and decide appeals when it is alleged that there is an error in any requirement, decision, or determination made by the City Engineer in the enforcement or administration of this ordinance.
- iii. Any person aggrieved by the decision of the Board of Adjustment or any taxpayer may appeal such decision to the District Court as provided in Neb. Rev. Stat. §19-929.
- iv. In evaluating such appeals and requests, the Board of Adjustment shall consider technical evaluation, all relevant factors, standards specified in other sections of this ordinance, and:
 - (1) The danger to life and property due to flooding or erosion damage;
 - (2) The danger that materials may be swept onto other lands to the injury of others;
 - (3) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner, future owners, and neighboring properties;
 - (4) The importance of the services provided by the proposed facility to the community;
 - (5) The necessity of the facility to have a waterfront location, where applicable;
 - (6) The availability of alternative locations that are not subject to flooding or erosion damage for the proposed use;
 - (7) The compatibility of the proposed use with existing and anticipated development;
 - (8) The relationship of the proposed use to the comprehensive plan and the floodplain management program for that area;
 - (9) The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - (10) The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and,
 - (11) The costs of providing government services during and after flood conditions including emergency management services and maintenance and repair of public utilities and facilities such as sewer, gas, electrical, water systems, streets, and bridges.

Conditions for Variances:

- i. Variances shall only be issued upon a showing of good and sufficient cause and also upon a determination that failure to grant the variance would result in an exceptional hardship to the applicant.

- ii. Variances shall only be issued based upon a determination that the granting of a variance will not result in increased flood heights.
- iii. Variances shall only be issued based upon a determination that the granting of a variance will not result in additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
- iv. Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing items E-I below have been fully considered. As the lot size increases beyond one-half acre, the technical justification required for issuing the variance increases.
- v. Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as an historic structure on the National Register of Historic Places and the variance is the minimum necessary to preserve the historic character and design of the structure.
- vi. Variances shall not be issued within any designated floodway if any increase in water surface elevations along the floodway profile during the base flood discharge would result.
- vii. Variances shall only be issued upon a determination that the variance in the minimum necessary, considering the flood hazard, to afford relief.
- viii. The applicant shall be given a written notice over the signature of a community that the issuance of a variance to construct a structure below the base flood elevation will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage and also that such construction below the base flood elevation increases risks to life and property. Such notification shall be maintained with the record of all variance actions as required by this ordinance.
- ix. All requests for variances and associated actions and documents, including justification for their issuance, shall be maintained by the community.

(g) Enforcement.

i. Violations

Failure to obtain a floodplain development permit or the failure of a structure or other development to be fully compliant with the provisions of this ordinance shall constitute a violation. A structure or other development without a floodplain development permit, elevation certificate, certification by a licensed professional engineer of compliance with these regulations, or other evidence of compliance is presumed to be in violation until such time as documentation is provided.

ii. Notices

When the floodplain administrator or other authorized community representative determines, based on reasonable grounds, that there has been a violation of the

provisions of this ordinance, the floodplain administrator shall give notice of such alleged violation as hereinafter provided. Such notice shall:

- (1) Be in writing;
- (2) Include an explanation of the alleged violation;
- (3) Allow a reasonable time for the performance of any remedial act required;
- (4) Be served upon the property owner or their agent as the case may require; and
- (5) Contain an outline of remedial actions that, if taken, will bring the development into compliance with the provisions of this ordinance.

iii. Penalties

- (1) Violation of the provisions of this ordinance or failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with grants of variances or special exceptions) shall constitute a misdemeanor. Any person, firm, corporate, or other entity that violates this ordinance or fails to comply with any of its requirements shall upon conviction thereof be fined not more than One Hundred dollars (\$100.00), and in addition, shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense.
- (2) The imposition of such fines or penalties for any violation or non-compliance with this ordinance shall not excuse the violation or non-compliance or allow it to continue. All such violations or non-compliant actions shall be remedied within an established and reasonable time.
- (3) Nothing herein contained shall prevent the City or other appropriate authority from taking such other lawful action as is necessary to prevent or remedy any violation.

(6) Standards for floodplain development.

(a) General provisions.

i. Alteration or Relocation of a Watercourse

- (1) A watercourse or drainway shall not be altered or relocated in any way that in the event of a base flood or more frequent flood will alter the flood carrying characteristics of the watercourse or drainway to the detriment of upstream, downstream, or adjacent locations.
- (2) No alteration or relocation shall be made until all adjacent communities that may be affected by such action and the Nebraska Department of Natural Resources have been notified and all applicable permits obtained. Evidence of such notification shall be submitted to the Federal Emergency Management Agency.

ii. Encroachments

- (1) When proposing to permit any of the following encroachments, the standards in Section (6)(a)(2) shall apply:

- (a) Any development that will cause a rise in the base flood elevations within the floodway; or
 - (b) Any development in Zones A, A1-30, and Zone AE without a designated floodway that will cause a rise of more than one foot in the base flood elevation; or
 - (c) Alteration or relocation of a stream; then
- (2) The applicant shall:
 - (a) Apply to FEMA for conditional approval of such action via the Conditional Letter of Map Revision process (as per Title 44 of the Code of Federal Regulations, Chapter 1, Part 65.12) prior to the permit for the encroachments; and
 - (b) Supply the fully approved package to the floodplain administrator including any required notifications to potentially affected property owners.

iii. Floodway Overlay District

- (1) Within any floodway, any new construction or substantial improvements shall be prohibited.
- (2) Standards for the Floodway Overlay District
 - (a) New structures for human habitation are prohibited.
 - (b) All encroachments, including fill, new construction, substantial improvements, and other development must be prohibited unless certification by a registered professional engineer or architect is provided demonstrating that the development shall not result in any increase in water surface elevations along the floodway profile during the occurrence of the base flood discharge. These developments are also subject to all the standards of Section (6).
 - (c) In Zone A areas, obtain, review, and reasonably utilize any flood elevation and floodway data available through federal, state, or other sources, including studies done under Section (6)(c)(viii) "Subdivisions", in meeting the standards of this section.
- (3) Only uses having a low flood-damage potential and not obstructing flood flows shall be allowed within the Floodway Overlay District to the extent that they are not prohibited by any other ordinance. The following are recommended uses for the Floodway Overlay District:
 - (a) Agricultural uses such as general farming, pasture, nurseries, and forestry
 - (b) Residential uses such as lawns, gardens, parking, and play areas
 - (c) Nonresidential uses such as loading areas, parking, and airport landing strips
 - (d) Public and private recreational uses such as golf courses, archery ranges, picnic grounds, parks, and wildlife and nature preserves.

(b) Elevation and floodproofing requirements.

i. Residential Structures.

- (1) In Zones A, AE, A1-30, and AH, all new construction and substantial improvements shall have the lowest floor, including basement, elevated to or above one (1) foot above the base flood elevation.
- (2) In Zone AO, all new construction and substantial improvements shall have the lowest floor, including basement, elevated above the highest adjacent grade at least as high as one (1) foot above the depth number specified in feet on the FIRM or, if no depth number is specified on the FIRM, at least as high as three (3) feet.
- (3) In the floodway, new structures for human habitation are prohibited.

ii. Nonresidential Structures.

- (1) In Zones A, AE, A1-30, and AH, all new construction and substantial improvements shall have the lowest floor, including basement, elevated to or above one (1) foot above the base flood elevation or, together with attendant utility and sanitary facilities, flood-proofed so that below one (1) foot above the base flood elevation:
 - (a) The structure is watertight with walls substantially impermeable to the passage of water and
 - (b) The structure has structural components with the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.

A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. A floodproofing certificate shall be provided to the floodplain administrator as set forth in Section (5).

- (2) In Zone AO, all new construction and substantial improvements shall have the lowest floor elevated above the highest adjacent grade at least as high as one (1) foot above the depth number specified in feet on the FIRM or, if no depth number is specified on the FIRM, at least as high as three (3) feet; or, together with attendant utility and sanitary facilities, floodproofed so that below one (1) foot above the base flood elevation:
 - a. The structure is watertight with walls substantially impermeable to the passage of water and
 - b. The structure has structural components with the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.

A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. A floodproofing certificate shall be provided to the floodplain administrator as set forth in Section (5).

iii. Space Below Lowest Floor.

All new construction and substantial improvements shall not have fully enclosed areas below the base flood elevation.

- (1) Fully enclosed areas below the lowest floor (excluding basements) and below the base flood elevation shall be used solely for the parking of vehicles, building access, or limited storage of readily removable items.
- (2) Fully enclosed areas below the lowest floor (excluding basements) and below the base flood elevation shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. The size of such enclosed areas shall not exceed 299 square feet except for buildings where the minimum clearance height of the enclosed area is less than seven (7) feet. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:
 - (a) A minimum of two openings having a net total area of not less than one (1) square inch for every one (1) square foot of enclosed space,
 - (b) The bottom of all openings shall not be higher than one (1) foot above grade, and
 - (c) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they allow the automatic entry and exit of floodwaters.

iv. Appurtenant Structures.

- (1) Structures accessory to a principal building may have the lowest floor below one foot above base flood elevation provided that the structure complies with the following requirements:
 - (a) The structure shall not be used for human habitation.
 - (b) The use of the structure must be limited to parking of vehicles or storage of items readily removable in the event of a flood warning.
 - (c) The floor area shall not exceed 400 square feet.
 - (d) The structure shall have a low damage potential.
 - (e) The structure must be adequately anchored to prevent flotation, collapse, or other lateral movement.
 - (f) The structure shall be designed to automatically provide for the entry and exit of floodwaters for the purpose of equalizing hydrostatic forces. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:
 - i. A minimum of two openings having a net area of not less than one (1) square inch for every one (1) square foot of enclosed space,
 - ii. The bottom of all openings shall not be higher than one (1) foot above grade, and
 - iii. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they allow the automatic entry and

exit of floodwaters.

- (g) No utilities shall be installed except electrical fixtures in the structure, which must be elevated or floodproofed to one (1) foot above base flood elevation.
- (h) The structure shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters.
- (i) If the structure is converted to another use, it must be brought into full compliance with the minimum standards governing such use.

v. Manufactured Homes

Within any floodplain, manufactured homes shall be prohibited.

- (1) Require that all manufactured homes to be placed or substantially improved within floodplains on sites:
 - (a) Outside of a manufactured home park or subdivision,
 - (b) In a new manufactured home park or subdivision,
 - (c) In an expansion to an existing manufactured home park or subdivision, or
 - (d) In an existing manufactured home park or subdivision on which a manufactured home as incurred substantial damage as the result of a flood,

Be elevated on a permanent foundation such that the lowest floor of the manufactured home is at or above one (1) foot above the base flood elevation and be securely anchored to an adequately anchored foundation system in accordance with the provisions of this Section.

- (2) Require that manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision within special flood hazard areas that are not subject to the provisions of Section (6)(b)(2)(b) be elevated so that either;
 - (a) The lowest floor of the manufactured home is at or above one (1) foot above the base flood elevation, or
 - (b) The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade; and be securely anchored to an adequately anchored foundation system in accordance with the provisions of Section (6)(b)v.(4).
- (3) New manufactured home parks of five (5) acres or fifty (50) lots, whichever is less, shall follow the standards of Section (6)(c)viii, "Subdivisions"
- (4) All manufactured homes shall be anchored to resist flotation, collapse, or lateral movement. Manufactured homes must be anchored in accordance with local building codes or FEMA guidelines. In the event that over-the-top ties to ground anchors are used, the following specific requirements (or their equivalent) shall be met:

- (a) Over-the-top ties be provided at each of the four corners of the manufactured home, with two additional ties per side at intermediate locations and manufactured homes less than 50 feet long requiring one additional tie per side;
- (b) Frame ties be provided at each corner of the manufactured home with five additional ties per side at intermediate points and manufactured homes less than 50 feet long requiring four additional ties per side;
- (c) Any additions to the manufactured home be similarly anchored.

vi. Existing Structures

- (1) The provisions of this ordinance do not require any changes or improvements to be made to lawfully existing structures. However, when an improvement is made to a structure in the floodplain, a floodplain development permit is required and the provisions of Section (6)(b)vi.(2) – (4) shall apply.
- (2) Any addition, alteration, reconstruction, or improvement of any kind to an existing structure where the costs of which would equal or exceed fifty (50) percent of the pre-improvement market value shall constitute a substantial improvement and shall fully comply with the provisions of this ordinance.
- (3) Any addition, alteration, reconstruction, or improvement of any kind to an existing structure in the floodway shall comply with the provisions of Section (6)(a)iii.
- (4) Any addition, alteration, reconstruction, or improvement of any kind to an existing structure that will change the compliance requirements of the building shall require applicable documentation including an elevation certificate, floodproofing certificate, or no rise certification.

(c) Design and construction standards.

Fill - Within any floodplain, the use of fill shall be prohibited.

i. Anchoring

- (1) All buildings or structures shall be firmly anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.

ii. Building Materials and Utilities

- (1) All buildings or structures shall be constructed with materials and utility equipment resistant to flood damage. All buildings or structures shall also be constructed by methods and practices that minimize flood and flood-related damages.
- (2) All buildings or structures shall be constructed with electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

iii. Drainage

- (1) Within Zones AO and AH, adequate drainage paths around structures on slopes shall be required in order to guide floodwaters around and away from proposed structures.

iv. Water Supply and Sanitary Sewer Systems

- (1) All new or replacement water supply and sanitary sewer systems shall be located, designed, and constructed to minimize or eliminate flood damages to such systems and the infiltration of floodwaters into the systems.
- (2) All new or replacement sanitary sewage systems shall be designed to minimize or eliminate discharge from the system into floodwaters.
- (3) On-site waste disposal systems shall be located and designed to avoid impairment to them or contamination from them during flooding.
- (4) New or replaced septic systems in floodplains are prohibited.

v. Other Utilities

- (1) All other utilities such as gas lines, electrical, telephone, and other utilities shall be located and constructed to minimize or eliminate flood damage to such utilities and facilities.

vi. Storage of Materials

- (1) The storage or processing of materials that are in time of flooding buoyant, flammable, explosive, or could be injurious to human, animal, or plant life is prohibited.
- (2) The storage of other material or equipment may be allowed if not subject to major damage by floods and firmly anchored to prevent flotation or if readily removable from the area within the time available after flood warning.

vii. Recreational Vehicles

Within any floodplain, recreational vehicles and recreational vehicle parks shall be prohibited.

- (1) Recreational vehicles to be placed on sites within the floodplain shall:
 - (a) Be on site for fewer than 180 consecutive days;
 - (b) Be fully licensed and ready for highway use, which shall mean it is on its wheels or jacking system, is attached to the site by only quick-disconnect type utilities and security devices, and no permanently attached additions; or
 - (c) Meet the permit requirements and the elevation and anchoring requirements for manufactured homes of this ordinance.

viii. Subdivisions

- (1) Subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, shall require assurance that:

- (a) All such proposals are consistent with the need to minimize flood damage;
- (b) All public utilities and facilities such as sewer, gas, electrical, and water systems are located, elevated, and constructed to minimize or eliminate flood damage;
- (c) Adequate drainage is provided so as to reduce exposure to flood hazards; and
- (d) Proposals for development (including proposals for manufactured home parks and subdivisions) of five (5) acres or fifty (50) lots, whichever is less, where base flood elevation data are not available, shall be supported by hydrologic and hydraulic analyses that determine base flood elevations and floodway information. The analyses shall be prepared by a licensed professional engineer in a format required by FEMA for Conditional Letters of Map Revision and a Letters of Map Revision.

(7) Nonconforming use.

- (a) A structure or use of a structure or premises that was lawful before the passage or amendment of this ordinance, but that is not in conformity with the provisions of this ordinance may be continued subject to the following conditions:
 - i. If such use is discontinued for twenty-four (24) consecutive months, any future use of the building premises shall conform to this ordinance. The Utility Department shall notify the City Engineer in writing of instances of nonconforming uses where utility services have been discontinued for a period of twenty-four (24) months.
 - ii. Uses or adjuncts thereof that are or become nuisances shall not be entitled to continue as nonconforming uses.
- (b) If any nonconforming use or structure is destroyed by any means, including flood, it shall not be reconstructed if the cost is more than 50% of the market value of the structure before the damage occurred except that if it is reconstructed in conformity with the provisions of this ordinance. This limitation does not include the cost of any alteration to comply with existing state or local health, sanitary, or safety code or regulations or the cost of any alteration of a structure listed on the National Register of Historic Places, provided that the alteration shall not preclude its continued designation.

(8) Amendments.

- (a) The regulations, restrictions, and boundaries set forth in this ordinance may from time to time be amended, supplemented, changed, or appealed to reflect any and all changes in federal, state, or local regulations provided, however, that no such action may be take until after a public hearing in relation thereto, at which citizens and parties in interest shall have an opportunity to be heard. Notice of the time and place of such hearing shall be published in a newspaper of general circulation in the City. At least fifteen (15) days shall elapse between the date of this publication and the public hearing.

- (b) A copy of such amendments will be provided to the Nebraska Department of Natural Resources and the Federal Emergency Management Agency for review and approval before being adopted.

SECTION 2. That any ordinance passed and approved prior to the passage, approval and publication or posting of this ordinance, and in conflict with its provisions, is hereby repealed.

SECTION 3. Nothing in this ordinance shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 2 in this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired, or affected by this ordinance.

SECTION 4. The provisions of this ordinance are separable and the invalidity of any phrase, clause or part of this ordinance shall not affect the validity or effectiveness of the remainder of this ordinance.

SECTION 5. 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 _____, 2018, and this ordinance shall be included in the Hastings City Code Book.

PASSED AND APPROVED by the Mayor and City Council of the City of Hastings, Nebraska, this _____ day of _____, 2018.

ATTEST:

Mayor

City Clerk

(S E A L)

APPROVED TO FORM:

City Attorney

Department: Engineering
Staff Contact: David Wacker
Council Meeting Date: 06/11/2018

AGENDA ITEM SUMMARY SHEET

Description of Item:

GIS Aerial Contract Agreement for orthophotos & obliques (GIS System)

Names of People/Business affected by this action:

City of Hastings
Hastings Utilities
Adams County
Pictometry International Corp.

Why Council action is required:

Approval of Agreement.

Type of action requested:

Motion

Suggested motion:

That the Mayor & Council approve the Agreement for orthophotos & obliques, and authorize the Mayor and City Clerk to execute contract documents.

Deadlines associated with action:

Yes, this is time sensitive in that flying (trees not leafing) must be done between March 2019 and April 2019. In addition, to apply for Multi-Customer Discount the agreement must be signed by November 30, 2018.

Department head comments:

This represents the continual efforts of GIS Mapping for the City. This project will provide new digital photography, obliques, and Online Pictometry Connect subscription for our City and County GIS System. This agreement is similar in structure to previous agreements regarding acquiring aerials for the City/County on this type of project. Each flight will be paid in 3(three) annual payments.

The funding for the First Capture/Flight (2019) is as follows:

City of Hastings	31,197.67
Hastings Utilities	31,197.67

Adams County	<u>31,197.66</u>
Total	93,593.00

The Second Capture/Flight scheduled for 2022 can be cancelled without penalty, if funds from parties involved are not appropriated. The total cost for 2022 would be \$93,593.00, shared 1/3 by City of Hastings, Hastings Utilities, and Adams County.

The standing GIS Interlocal Agreement with Adams County authorizes the City of Hastings to be acquisition agent, therefore Adams County and Hastings Utilities shall each pay 1/3 of the cost for the development, implementation and maintenance of the GIS. As costs are incurred, the City will send an invoice to Adams County and Hastings Utilities for those parties' share of the amount due.

Our final payment with Pictometry for the 2016 flight was May 2018 and this new contract will only increase future budgets by \$158. The City's amount will be included in future budgets.

Contract language has been negotiated and reviewed by staff with approval of the City Attorney.

Recommend Approval.

City Administrator comments:

This information is used on a daily basis for all of the three entities involved in funding the program.

Recommend Approval

**AGREEMENT BETWEEN
PICTOMETRY INTERNATIONAL CORP. (“PICTOMETRY”) AND
CITY OF HASTINGS, NE (“CUSTOMER”)**

1. This order form (“Order Form”), in combination with the contract components listed below:

Section A: Product Descriptions, Prices and Payment Terms

Section B: License Terms:

- Delivered Content Terms and Conditions of Use
- Online Services General Terms and Conditions
- Software License Agreement

Section C: Non-Standard Terms and Conditions

Sector Map

(all of which, collectively, constitute this “Agreement”) set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer’s internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Non-Standard Terms and Conditions; Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading ‘Section B: License Terms’; and Order Form.
3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
220 N Hastings Ave City Hall, 2nd Floor	25 Methodist Hill Drive
Hastings, NE 68901	Rochester, NY 14623
Attn: Lindsey Stone, GIS	Attn: General Counsel
Phone: (402) 461-2332	Phone: (585) 486-0093

Either party may change their respective notice address by giving written notice of such change to the other party at the other party’s then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry’s obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry’s obligations under this Agreement.
5. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.
7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.
8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.

9. Pictometry shall not be responsible for any failure on its part to perform due to unforeseen circumstances or to causes beyond Pictometry's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, weather, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy, supplies, labor or materials. In the event of any such delay, Pictometry may defer performance for a period of time reasonably related to the time and nature of the cause of the delay.
10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

PARTIES:

CUSTOMER	PICTOMETRY
CITY OF HASTINGS, NE	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
SIGNATURE:	SIGNATURE:
NAME:	NAME:
TITLE:	TITLE:
DATE:	EXECUTION DATE:
	DATE OF RECEIPT (EFFECTIVE DATE):

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
25 Methodist Hill Drive
Rochester, NY 14623

ORDER #

C5188337

BILL TO

City of Hastings, NE
Lindsey Stone, GIS
220 N Hastings Ave City Hall, 2nd Floor
Hastings, NE 68901
(402) 461-2332
lstone@cityofhastings.org

SHIP TO

City of Hastings, NE
Lindsey Stone, GIS
220 N Hastings Ave City Hall, 2nd Floor
Hastings, NE 68901
(402) 461-2332
lstone@cityofhastings.org

CUSTOMER ID

A127495

SALES REP

rpoots

FREQUENCY OF PROJECT

Triennial

FIRST PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
600	IMAGERY - COMMUNITY - 9in (6in Ortho) - Per Sector	Product includes: 9-inch GSD oblique frame images (4-way), 6-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$125.00	\$100.00 (20% – Long Term Incentive Discount)	\$60,000.00
58	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$450.00	\$405.00 (10% – Long Term Incentive Discount)	\$23,490.00
3	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$2,200.00	\$1,650.00 (25%)	\$4,950.00
600	Tiles - Standard (Community 6in GSD; JPG format) Per Sector	Available with corresponding imagery purchase. 6-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$10.00	\$5.00 (50%)	\$3,000.00
600	Mosaic - Area Wide (6in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 6-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$1.00		\$600.00
58	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00	\$10.00 (50%)	\$580.00
542	Mosaic - Area Wide (6in GSD; MrSID format; combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 6-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$1.00		\$542.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPower	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	\$199.00		\$199.00

		Applicable Terms and Conditions: Order Form			
58	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00		\$116.00
58	Mosaic - Area Wide (3in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding AccuPlus product. New processing or re-processing of MrSID area-wide mosaics of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00		\$116.00
1	Oblique Imagery Bundle with Three (3) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00
SUBTOTAL – FIRST PROJECT					\$93,593.00

SECOND PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
600	IMAGERY - COMMUNITY - 9in (6in Ortho) - Per Sector	Product includes: 9-inch GSD oblique frame images (4-way), 6-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$125.00	\$100.00 (20% – Long Term Incentive Discount)	\$60,000.00
58	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$450.00	\$405.00 (10% – Long Term Incentive Discount)	\$23,490.00
3	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$2,200.00	\$1,650.00 (25%)	\$4,950.00
600	Tiles - Standard (Community 6in GSD; JPG format) Per Sector	Available with corresponding imagery purchase. 6-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$10.00	\$5.00 (50%)	\$3,000.00
600	Mosaic - Area Wide (6in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 6-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$1.00		\$600.00
58	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are	\$20.00	\$10.00 (50%)	\$580.00

		provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use			
542	Mosaic - Area Wide (6in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 6-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$1.00		\$542.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	\$199.00		\$199.00
58	Mosaic - Area Wide (3in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding AccuPlus product. New processing or re-processing of MrSID area-wide mosaics of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00		\$116.00
58	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00		\$116.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00
1	Oblique Imagery Bundle with Three (3) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
SUBTOTAL – SECOND PROJECT					\$93,593.00

Thank you for choosing Pictometry as your service provider.	TOTAL	\$187,186.00
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¹Amount per product = ((1-Discount %) * Qty * List Price)

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement (“Fees”) are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts due under this Agreement including, but not limited to, attorneys' fees and court costs.

FIRST PROJECT

Due at Signing	\$7,799.40
Due at Initial Shipment of Imagery	\$23,398.26
Due at First Anniversary of Shipment of Imagery	\$31,197.67
Due at Second Anniversary of Shipment of Imagery	\$31,197.67

Total Payments	\$93,593.00
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SECOND PROJECT

Due at Initial Shipment of Imagery	\$31,197.66
Due at First Anniversary of Shipment of Imagery	\$31,197.67
Due at Second Anniversary of Shipment of Imagery	\$31,197.67
Total Payments	\$93,593.00

PRODUCT PARAMETERS

FIRST PROJECT

IMAGERY

Product: IMAGERY - COMMUNITY - 9in (6in Ortho) - Per Sector
Leaf: Leaf Off: Less than 30% leaf cover

Product: IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector
Leaf: Leaf Off: Less than 30% leaf cover

CONNECT

Product: Pictometry Connect - CA - 50
Admin User Name: Lindsey Stone
Admin User Email: lstone@cityofhastings.org
Geofence: NE Adams (Primary Geofence) NE Buffalo NE Hall

SECOND PROJECT

IMAGERY

Product: IMAGERY - COMMUNITY - 9in (6in Ortho) - Per Sector
Leaf: Leaf Off: Less than 30% leaf cover

Product: IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector
Leaf: Leaf Off: Less than 30% leaf cover

CONNECT

Product: Pictometry Connect - CA - 50
Admin User Name: Lindsey Stone
Admin User Email: lstone@cityofhastings.org
Geofence: NE Adams (Primary Geofence) NE Buffalo NE Hall

STANDARD ORTHO MOSAIC PRODUCTS

Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible cutlines along mosaic seams resulting from the following types of artifacts:

- i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
- ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
- iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
- iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
- v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
- vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
- vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
- viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

RapidAccess—Disaster Response Program (“DRP”)

Customer is eligible for DRP described below from the Effective Date through the second anniversary of the initial Project delivery. Following payment to Pictometry of amounts due with respect to each subsequent Project, Customer will be eligible for the then-current DRP for a period of two years from delivery of such subsequent Project. Customer must be in good-standing with Pictometry to maintain eligibility for DRP.

A. Disaster Coverage Imagery at No Additional Charge – Pictometry will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for DRP:

☐ **Hurricane:** areas affected by hurricanes of Category 2 and higher.

☐ **Tornado:** areas affected by tornados rated EF4 and higher.

☐ **Terrorist:** areas affected by damage from terrorist attack.

☐ **Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.

☐ **Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis.

B. Discounted Rate – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates.

C. Online Services – Use of Pictometry Connect Explorer™ – Pictometry's DRP includes the use of Connect Explorer for a term of ninety days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active Connect account.

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 - D. **Assignment.** You may not assign this License without Pictometry's prior written consent. Any assignment in violation of this License will be null, void and of no force and effect. For all purposes under this License, any merger, consolidation, spin-off, acquisition or change-in-control will be deemed an assignment.
 - E. **Partial Invalidity; Survival.** If any provision of this License is held invalid or unenforceable by competent authority, that provision will be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it will then appear. The total invalidity or unenforceability of any particular provision of this License will not affect its other provisions and this License will be construed in all respects as if the invalid or unenforceable provision were omitted. The provisions of this License that by their nature would survive its termination will survive indefinitely.

- F. **Force Majeure.** Neither party will be liable for any costs or damages due to nonperformance under this License arising out of any cause not within the reasonable control of such party and without its fault or negligence. Neither party will be liable for any delay or failure in the performance of its obligations under this License that directly results from any failure of the other party to perform its obligations as set forth in this License.
- G. **Waiver.** No waiver of a breach of any term of this License will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this License. No failure on the part of a party to exercise, and no delay in exercising any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this License or the rights or obligations of any party hereunder.
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[END OF SOFTWARE LICENSE AGREEMENT]

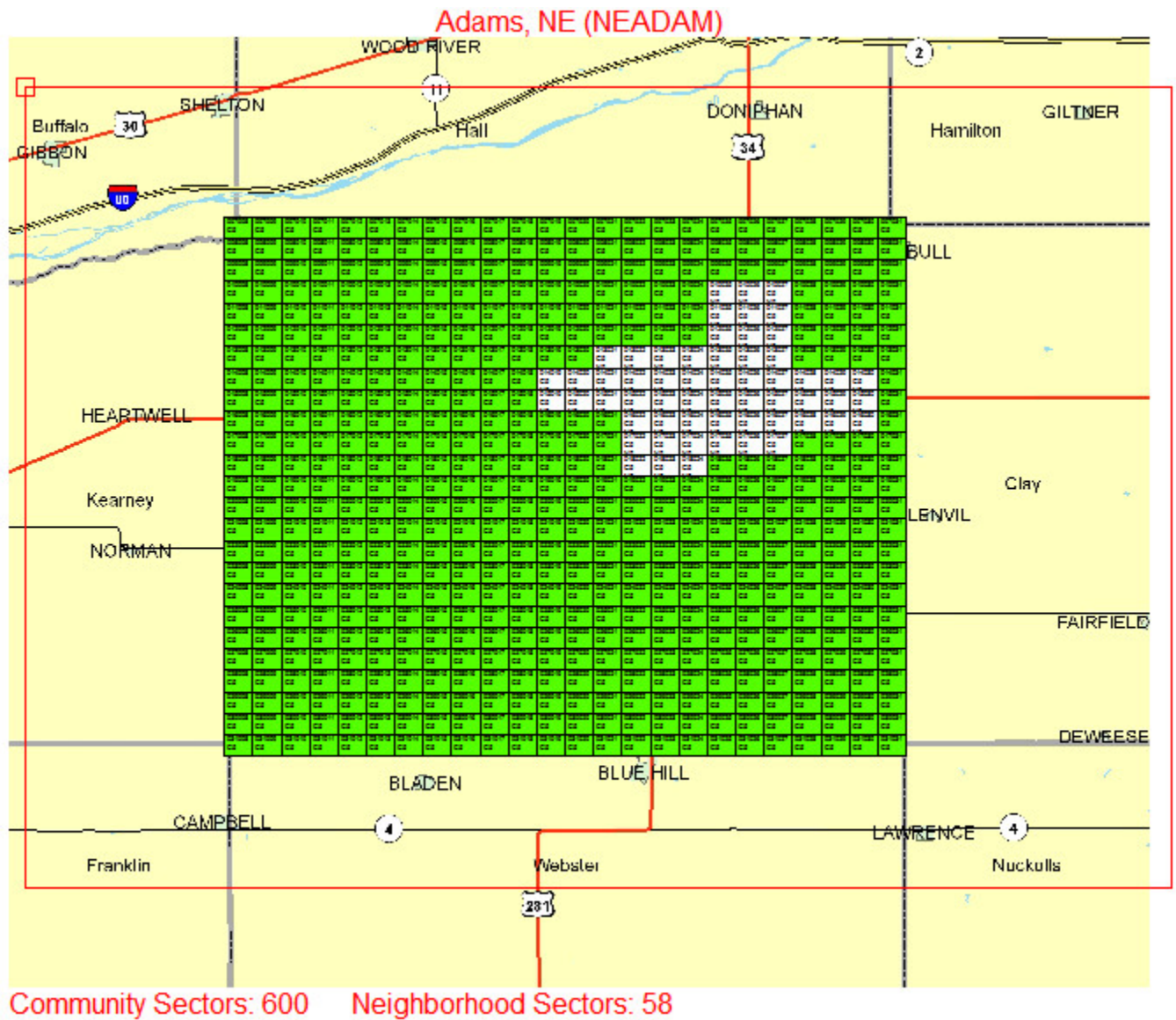
SECTION C

NON-STANDARD TERMS AND CONDITIONS

1. Online Services Eligible Users: Notwithstanding anything in the Online Services General Terms and Conditions incorporated in this Agreement to the contrary, the terms 'Eligible User' and 'Eligible Users' as defined in those Online Services General Terms and Conditions shall, for the purposes of this Agreement, also include each 'Authorized User' as that term is defined in the Delivered Content Terms and Conditions of Use incorporated in this Agreement.
2. Applicable Law: Notwithstanding anything to the contrary set forth elsewhere in this Agreement, this Agreement and any modifications, amendments or alterations shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Nebraska, excluding its conflicts of law principles. Each party irrevocably consents to the exclusive jurisdiction of the courts of the State of Nebraska in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement.
3. Non-appropriation of Funds: Notwithstanding anything herein to the contrary, in the event that the funds due for subsequent projects and related deliverables under the terms and conditions of this Agreement are not lawfully appropriated, the following provisions shall apply:
 - a. Customer shall provide Pictometry with written documentation of non-appropriation of funds from its funding source prior to commencement of a subsequent project;
 - b. This Agreement shall remain in full force and effect, however commencement of the subsequent project shall be deemed postponed until such time as funds for the subsequent project have been appropriated and all other sums due under the terms and conditions of this Agreement have been paid by Customer. In the event that the postponement exceeds eighteen months, Pictometry reserves the right to terminate any and all obligations with respect to the postponed project and all subsequent projects included in this Agreement; and
 - c. If Customer, or any party authorized under the terms and conditions of this Agreement to use the licensed products set forth in Section A, is in possession of licensed products for which Pictometry has not been fully compensated in accordance with the payment terms of this Agreement, Customer or such authorized party shall immediately cease use of those licensed products, purge those licensed products from all Customer and authorized party computers, and return those licensed products to Pictometry.
4. Multi-customer Discount: If at least four of the following counties in Nebraska – Hall, Adams (City of Hastings), Buffalo, Kearney, Sherman, Howard, Merrick, Hamilton, Clay, Dawson, Webster – enter into agreements with EagleView by November 30, 2018 to license an image library to be produced from imagery captured during the 2019 Spring capture season (March 2019 through April 2019), with each agreement having a minimum contractual value of \$50,000, EagleView shall issue a credit to the Customer equal to 5% of the Customer's contracted price for all imagery products associated with the First Project."
5. Notwithstanding any other provision herein to the contrary, the parties understand and agree that the images will constitute public records in the possession of the City, Hastings Utilities and Adams County, Nebraska and that each shall have the right to provide printed copies and/or digital copies of the images to the general public and other governmental agencies, and to charge a fee to off-set the reasonable costs of furnishing such materials.
6. Notwithstanding any other provision herein to the contrary, the customer has the ability to post orthogonal images to public facing websites.
7. Notwithstanding any other provision herein to the contrary, Hastings Utilities, a department of the City, and Adams County, Nebraska shall be deemed Authorized Subdivisions and their personnel Authorized Users as referred to in Article 2.1 in the Delivered Content Terms and Conditions of Use and Eligible Users as referred to in Section 2.1 of the Online Services General Terms and Conditions. As such, in addition to the City, Hastings Utilities, a department of the City, and Adams County, Nebraska may be given access to the images and to Connect.

[END OF NON-STANDARD TERMS AND CONDITIONS]

SECTOR MAP



Department: City Administrator
Staff Contact: Dave Ptak, David Wacker
Council Meeting Date: 06/11/2018

AGENDA ITEM SUMMARY SHEET

Description of Item:

Action to correct the award of Contract for Project No. AIP No. 3-31-0040-015 for the rehabilitation of Building #11 at the Hastings Municipal Airport to reflect the correct subsidiary of VRL Construction, Inc.

Names of People/Business affected by this action:

VRL Construction, Inc., d/b/a Rathman-Manning Construction

Why Council action is required:

The incorrect subsidiary of VRL Construction, Inc. was inadvertently communicated to the Engineering Department which led to the wrong subsidiary being awarded the contract for the hangar door project for Building #11 at the Hastings Municipal Airport. This action is to correct the award of the Contract for Project AIP No. 3-31-0040-015.

Type of action requested:

Motion

Suggested motion:

Move to rescind previous award of contract regarding Project AIP No. 3-31-0040-015 to VRL Construction, Inc., d/b/a L&L Construction and to award the contract for the project to VRL Construction, Inc., d/b/a Rathman-Manning Construction, 851 H Road, Chapman, NE 68827 in the amount of \$111,351.14

Deadlines associated with action:

ASAP

Department head comments:

This is a correction of the award to the proper subsidiary of VRL Construction, Inc. and is required by the Nebraska DOT to access the federal funding for the project. The award is for the same amount as the award made in error at the May 14 City Council meeting. The award is for \$111,351.14.

City Administrator comments:

Recommend Approval

Department: City Attorney
Staff Contact: Dave Ptak
Council Meeting Date: 06/11/2018

AGENDA ITEM SUMMARY SHEET

Description of Item:

Approval of Franchise Agreement with Allo Communications, LLC, for a nonexclusive fiber-optic cable franchise for the City of Hastings

Names of People/Business affected by this action:

Allo Communications, LLC, and the citizens of Hastings

Why Council action is required:

Both federal and state law require that franchise agreements for cable systems be approved by the Mayor and City Council.

Type of action requested:

Motion

Suggested motion:

Move to approve the nonexclusive fiber-optic cable franchise agreement with Allo Communications, LLC.

Deadlines associated with action:

None known

Department head comments:

This franchise agreement is similar to the other nonexclusive cable franchise agreement the City has with Charter. This is consistent with the federal Cable Act of 1992, as amended.

City Administrator comments:

Federal law limits what a city can demand through a cable contract. The 5% of revenue is the maximum we can collect. Our contract with Charter also requires that any competition also pay the same 5%.

Recommend Approval

FRANCHISE AGREEMENT

This Franchise Agreement (“Franchise”) is between the City of Hastings, Nebraska, hereinafter referred to as the “Grantor” and Allo Communications LLC, a Nebraska Limited Liability Company, locally known as Allo Communications, hereinafter referred to as the “Grantee.”

WHEREAS, the Grantor finds that the financial, legal and technical ability of the Grantee is sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community, and

WHEREAS, having afforded the public adequate notice and opportunity for comment, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein; and

WHEREAS, the Grantor and Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this Franchise.

SECTION 1 Definition of Terms

1.1 Terms. For the purpose of this Franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the “Cable Act”), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- A. “Cable System,” “Cable Service,” and “Basic Cable Service” shall be defined as set forth in the Cable Act.
- B. “Board/Council” shall mean the governing body of the Grantor.
- C. “Cable Act” shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
- D. “FCC” shall mean the Federal Communications Commission and any successor governmental entity thereto.
- E. “Franchise” shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Service Area.
- F. “Gross Revenue” means any revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System to provide Cable Services in the Service Area, provided, however, that such phrase shall not include: (1) any taxes, fees or assessments collected by

the Grantee from Subscribers for pass-through to a government agency, including, without limitation, the FCC user fee, the franchise fee, or any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law.

- G. “Person” shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- H. “Service Area” shall mean the geographic boundaries of the City of Hastings, , and shall include any additions thereto by annexation or other legal means, subject to the exception in subsection 6.1 hereto.
- I. “State” shall mean the State of Nebraska.
- J. “Street” shall include each of the following located within the Service Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Service Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, repairing and maintaining the Cable System.
- K. “Subscriber” shall mean any Person lawfully receiving Cable Service from the Grantee.

SECTION 2

Grant of Franchise

2.1 Grant. The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms; any poles, wires, cable, underground conduits, manholes, and other conductors and fixtures necessary for the maintenance and operation of a Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal, State or local law.

2.2 Term. The Franchise and the rights, privileges and authority hereby granted shall be for an initial term of ten (10) years, commencing on the Effective Date of this Franchise as set forth in Section 15.10. This Franchise will be automatically extended for an additional term of five (5) years from the expiration date as set forth in Section 15.10, unless either party notifies the other in writing of its desire to not exercise this automatic extension (and enter renewal negotiations under the Cable Act) at least three (3) years before the expiration of this Franchise. If such a notice is given, the parties will then proceed under the federal Cable Act renewal procedures.

2.3 Police Powers and Conflicts with Franchise. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance necessary to the safety, health, and welfare of the public, to the extent that the provisions of the ordinance do not have the effect

of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the explicit mutual promises in this contract. Any changes to this Franchise must be made in writing signed by the Grantee and the Grantor. In the event of any conflict between this Franchise and any Grantor ordinance or regulation that is not generally applicable, this Franchise shall control.

2.4 Cable System Franchise Required. No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Service Area or be allowed to operate without a Cable System Franchise.

SECTION 3 Franchise Renewal

3.1 Procedures for Renewal. The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

SECTION 4 Indemnification and Insurance

4.1 Indemnification. The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within ten (10) days of receipt of a claim or action pursuant to this section. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System, *including any PEG channels*.

The Grantee shall defend the Grantor in any proceeding alleging the claims listed above, at Grantee's sole cost and expense. The Grantee will have the option to select and provide legal counsel for that defense. If the Grantor wants additional counsel of its choosing, the costs and expenses of the additional counsel will be Grantor's responsibility, and Grantee will have no obligation to pay additional counsel. Grantee's counsel will lead, direct and manage the litigation, and will ensure Grantor's counsel additional counsel receives adequate information to monitor the litigation. If the Grantor determined in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor.

4.2 Insurance.

- A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Commercial General Liability	\$1,000,000 per occurrence, Combine Single Liability (C.S.L.) \$2,000,000 General Aggregate
Worker's Compensation	Statutory Limits
Auto Liability including coverage on all owned, non-owned hired autos	\$1,000,000 per occurrence C.S.L.
Umbrella Liability	\$1,000,000 per occurrence C.S.L.

- B. The Grantor shall be added as an additional insured, arising out of work performed by Allo, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

SECTION 5 Service Obligations

5.1 No Discrimination. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, channel users, or general citizens on the basis of race, color, religion, national origin, age or sex.

5.2 Privacy. The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

SECTION 6 Service Availability

6.1 Service Area. The Grantee shall continue to provide Cable Service to all residences within the Service Area where Grantee currently provides Cable Service. Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Service Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.

6.2 New Development Underground. In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be

available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within five (5) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the five-day period, the cost of new trenching is to be borne by Grantee.

6.3 Annexation. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Service Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Service Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Service Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 15.5 with a copy to the General Counsel of Grantee. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this Section 6.3.

SECTION 7

Construction and Technical Standards

7.1 Compliance with Codes. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

7.2 Construction Standards and Requirements. All of the Grantee's plant and equipment, including but not limited to the antenna site, head end and distribution system, towers, house connections, structures, poles, wire, cable, coaxial cable, fixtures and appurtenances shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with industry standard engineering practices and performed by maintenance and construction personnel with reasonably appropriate experience consistent with the Construction Agreement entered into between the parties contemporaneously herewith.

7.3 Safety. The Grantee shall at all times employ ordinary care and shall use industry standard methods and devices preventing failures and accidents which are likely to cause damage.

7.4 Network Technical Requirements. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may be amended from time to time, regardless of the transmission technology utilized.

7.5 Performance Monitoring. Grantee shall test the Cable System consistent with the FCC regulations.

SECTION 8

Conditions on Street Occupancy

8.1 General Conditions. Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property without obtaining all legally required permits of the Grantor.

8.2 Underground Construction. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event that any telephone or electric utilities are reimbursed by the Grantor or any agency thereof for the placement of cable underground or the movement of cable, Grantee shall be reimbursed upon the same terms and conditions as any telephone, electric or other utilities.

8.3 Construction Codes and Permits. Grantee shall obtain all legally required permits before commencing any work requiring a permit, including the opening or disturbance of any Street within the Service Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets. The Grantee shall adhere to all building and zoning codes currently or hereafter applicable to construction, operation or maintenance of the Cable System in the Service Area, provided that such codes are of general applicability and such codes are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Service Area. Notwithstanding the above, the Grantee may set off any administrative permit fees or other fees required by the Grantor related to the Grantee's use of Grantor rights-of-way against the franchise fee payments required under Section 10.1 of this Franchise.

8.4 System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use industry standard methods consistent with the Construction Agreement executed between the parties contemporaneously herewith and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

8.5 Restoration of Public Ways. Grantee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance.

8.6 Removal in Emergency. Whenever, in case of fire or other disaster, it becomes necessary in the judgment of the Grantor to remove any of the Grantee's facilities, no charge shall be made by the Grantee against the Grantor for restoration and repair, unless such acts amount to gross negligence by the Grantor.

8.7 Tree Trimming. Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.

8.8 Relocation for the Grantor. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these

obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

8.9 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is give reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

8.10 Reimbursement of Costs. If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing relocations, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

8.11 Emergency Use. If the Grantee provides an Emergency Alert System ("EAS"), then the Grantor shall permit only appropriately trained and authorized Persons to operate the EAS equipment and shall take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. The Grantor shall hold the Grantee, its employees, officers and assigns harmless from any claims or costs arising out of use of the EAS, including, but not limited to, reasonable attorneys' fees and costs.

SECTION 9

Service and Rates

9.1 Phone Service. The Grantee shall maintain a toll-free telephone number and a phone service operated such that complaints and requests for repairs or adjustments may be received at any time.

9.2 Notification of Service Procedures. The Grantee shall furnish each Subscriber at the time service is installed, written instructions that reasonably inform the Subscriber about how to make inquiries or complaints, including the Grantee's name, address and local telephone number. Grantee shall give the Grantor thirty (30) days prior notice of any rate increases, channel lineup or other substantive service changes.

9.3 Rate Regulation. Grantor shall have the right to exercise rate regulation to the extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the Grantor. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC.

9.4 Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee's rights under Section 15.1 of this Franchise.

SECTION 10

Franchise Fee

10.1 Amount of Fee. Grantee shall pay to the Grantor a quarterly franchise fee in an amount equal to five percent (5%) of the quarterly Gross Revenue. Such payment shall be in addition to taxes of general applicability owed to the Grantor by the Grantee that are not included as franchise fees under federal law. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law.

10.2 Payment of Fee. Payment of the fee due the Grantor shall be made on a quarterly basis, within forty-five (45) days of the close of each calendar quarter and transmitted by electronic funds transfer to a bank account designated by Grantor. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 15.10. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges.

10.3 Accord and Satisfaction. No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

10.4 Limitation on Recovery. The period of limitation for recovery of any franchise fee payable hereunder shall be five (5) years from the date on which payment by the Grantee was due.

SECTION 11

Transfer of Franchise

11.1 Franchise Transfer. The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

SECTION 12

Records, Reports and Maps

12.1 Reports Required. The Grantee's schedule of charges for regular Subscriber service, its policy regarding the processing of Subscriber complaints, delinquent Subscriber disconnect and reconnect procedures and any other terms and conditions adopted as the Grantee's policy in connection with its Subscribers shall be filed with the Grantor upon request.

12.2 Records Required.

The Grantee shall at all times maintain:

- A. A record of all written complaints received regarding interruptions or degradation of Cable Service, which record shall be maintained for one (1) year.
- B. A full and complete set of plans, records and strand maps showing the location of the Cable System.

12.3 Inspection of Records. Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine during normal business hours and on a non-disruptive basis any and all of Grantee's records maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years, except for service complaints, which shall be kept for one (1) year and Franchise Fee Records, which shall be kept for five (5) years. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee make the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the

Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books and records marked confidential, as set forth above, to any Person.

SECTION 13

Public Education and Government (PEG) Access

13.1 PEG Access. Grantee shall provide three channels on the Cable System, or video on demand equivalent, for use by the Grantor's non-commercial, video programming for public, education and government ("PEG") access programming. The PEG channel may be placed on any tier of service available to Subscribers.

13.2 PEG Technology Grant. Commencing within thirty (30) days after the Effective Date of this Franchise, Grantee shall pay the City a Technology Grant, Ten Thousand Dollars (\$10,000.00) solely to fund PEG access expenditures and Technology upgrades as permitted by applicable law. Grantee may recoup the Technology Grant from a PEG Fee at Grantee's discretion.

SECTION 14

Enforcement or Revocation

14.1 Notice of Violation. If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").

14.2 Grantee's Right to Cure and Respond. The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

14.3 Public Hearing. If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Grantor shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor in accordance with subsection 15.5 hereof. The Grantee shall have the right to present evidence and to question witnesses. The Grantor shall determine if the Grantee has committed a violation and shall make written findings of fact relative to its determination. If a violation is found, the Grantee may petition for reconsideration before any competent tribunal having jurisdiction over such matters.

14.4 Enforcement. Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 14.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 14.5 below.

14.5 Revocation.

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise.
- B. At the hearing, the Grantor shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Grantor shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Grantor *de novo*. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.
- C. Notwithstanding the above provisions, the Grantee does not waive any of its rights under federal law or regulation.
- D. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

SECTION 15 Miscellaneous Provisions

15.1 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or

monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

15.2 Minor Violations. Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area, or where strict performance would result in practical difficulties and hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

15.3 Action of Parties. In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

15.4 Equal Protection. If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the obligations applicable to Grantee are no more burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial written notice. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity.

15.5 Notices. Unless otherwise provided by federal, State or local law, all notices, reports or demands pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. Grantee shall provide thirty (30) days' written notice of any changes in rates, programming services or channel positions using any reasonable written means. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor:	City of Hastings Attn: City Administrator 220 North Hastings Avenue Hastings, NE 68901
E-mail:	jpatterson@cityofhastings.org

Grantee: Allo Communications LLC
Attn: Brad Moline
330 S. 21st Street
Lincoln, NE 68510
E-mail: BMoline@allophone.net
Copy to: Allo Communications LLC
Attn: General Counsel
121 S. 13th Street, #100
Lincoln, NE 68508

15.6 Public Notice. Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Grantor.

Grantor shall provide written notice to Grantee within ten (10) days of Grantor's receipt from any other Person(s) of an application or request for a franchise(s), license(s), consent(s), certificate(s), authorization(s), or exemption(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way. Any public hearings to consider such application or request shall have the same notice requirement as outlined in Paragraph 15.6 above.

15.7 Severability. If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

15.8 Entire Agreement. This Franchise and any Exhibits hereto constitute the entire agreement between Grantee and the Grantor and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

15.9 Administration of Franchise. This Franchise is a contract and neither party may take any unilateral action that materially changes the explicit mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee.

15.10 Effective Date. The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Franchise. This Franchise shall expire on the _____ day of _____, 20____, unless extended in accordance with Section 2.2 of the Franchise or by the mutual agreement of the parties.

Considered and approved this _____ day of _____, 2018.

City of Hastings, Nebraska, a Nebraska
municipal corporation

ATTEST:

Mayor

City Clerk

(S E A L)

Approved as to form: _____
City Attorney

Accepted this _____ day of _____, 2018, subject to applicable federal,
state and local law and the Construction Agreement entered into by the parties hereto being
executed contemporaneously with this Franchise Agreement.

Allo Communications LLC, a Nebraska
Limited Liability Company

By _____
Title: _____

Department: City Attorney
Staff Contact: Dave Ptak
Council Meeting Date: 06/11/2018

AGENDA ITEM SUMMARY SHEET

Description of Item:

Approval of Construction Agreement with Allo Communications, LLC for build-out of fiber-optic cable system

Names of People/Business affected by this action:

Allo Communications, LLC, and citizens of Hastings

Why Council action is required:

Agreements need to be approved by the Mayor and City Council.

Type of action requested:

Motion

Suggested motion:

Move to approve the Construction Agreement with Allo Communications, LLC for build-out of their fiber-optic cable system.

Deadlines associated with action:

None known

Department head comments:

This Construction Agreement is a result of meetings and negotiations with Allo Communication representatives. City departments were involved extensively in the development of the agreement and negotiations.

City Administrator comments:

This has been a long process to get to this phase of the implementation.

Recommend Approval and thanks to the staff who worked on this agreement.

Recommend Approval

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT ("Agreement") made and entered into by and between the City of Hastings, Nebraska, a Municipal Corporation, hereinafter referred to as the "City" and Allo Communications LLC, a Nebraska limited liability company, hereinafter referred to as "Allo",

WITNESSETH:

WHEREAS, the City finds that the financial, legal and technical ability of Allo is sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the City, and

WHEREAS, the City, after having afforded the public adequate notice and opportunity for comment, has granted Allo a nonexclusive franchise for the construction and operation of a cable system on the terms set forth therein ("Franchise"); and

WHEREAS, the Franchise grants Allo the right to place its poles, wires, cable, underground conduits, manholes, and other conductors and fixtures necessary for the maintenance and operation of a cable system and fiber optic network (collectively, "Facilities") within the City's public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the City within the City (together the, "Right of Way");

WHEREAS, the City and Allo have complied with all federal and State-mandated procedural and substantive requirements pertinent to the nonexclusive franchise granted by City to Allo; and

WHEREAS, the City and Allo desire to establish construction standards for the construction by Allo of the aforementioned cable system;

NOW THEREFORE, in consideration of the foregoing recitals and the terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. **Construction Plans.** The plans for Facilities shall conform to and comply with all applicable federal, state, local, and industry codes, rules, regulations, and standards, including, but not limited to the National Electrical Code, the National Electrical Safety Code, and the Municipal Code of the City, in connection with the construction, operation, and repair of the System. Preliminary plans shall be submitted to the City for review and comment no later than fourteen (14) days prior Allo commencing construction on a given Project. These plans shall also show the existing natural gas, electric, water, sanitary sewer, and street lights as provided by the city of Hastings. Utility information can be downloaded from the City's GIS system. After completion of construction on each Project, a digital copy of final as-built construction Facility maps in Autocad and GIS shape files shall be submitted to the City. As-built maps shall be based upon post-construction inspections with verified locations. "Project" means a service area comprised of approximately 1,000 entities (*i.e.*, residences or businesses) served by a common splitter utility cabinet. City shall charge a one-time \$20,000.00 fee for Project reviews performed by the City. Allo shall coordinate its construction and installation activities and other work with the City and other users of the Right-of-Way in advance of construction to minimize public inconvenience, disruption or damages.

2. **Boring Depths.** The depth of installed Facilities will depend on the location of such Facilities. Boring depths will be determined in accordance with this Section 2.

- a. Forty-eight (48) inches to eighty-four (84) inches in soil.
- b. Forty-eight (48) inches below a projected slope from the flow line of a ditch at a three

(3) horizontal slope and one (1) vertical slope.

- c. Forty-eight (48) inches to seventy-two (72) inches under a roadway measured from the surface of the roadway to the top of the installed Facility.
- d. Forty-eight (48) inches under a storm water or creek channel design flow line.
- e. In all other locations , including subdivisions and other predominantly residential , non- central, non-arterial neighborhoods and locations depth will be determined using industry acceptable construction standards and will generally be at or below 30 inches in depth.
- f. Cross under all existing utility lines at a depth of twelve (12) inches unless crossing over such utility lines allows for a consistent vertical depth of Allo facilities and adheres to all other boring specifications. In no case will Allo cross existing utility lines within twelve (12) inches.
- g. Modifications or other depths to be determined in the field at the time of construction.

3. **Boring Specifications.** Allo's boring and Facility installation shall be performed in accordance with the following boring specifications:

- a. Allo or Allo's contractor(s) shall indicate boring depths every 150 feet or horizontal borings and within 25 feet of any vault or other structure used in the construction of Allo's facilities. Said boring depths to be made by either marking the same on the ground with marking paint or by inserting a flag with the boring depth written thereon.
- b. Casing pipe or conduit will be placed as indicated on the drawings and will be as specified in the section entitled "Materials."
- c. The method of placement when indicated on the drawings as boring will mean that the casing or conduit is placed between two points (either at grade or from an excavated bore pit) without disturbing the ground in between the two points. Unless otherwise required, all bores will be guided and tracked by equipment that gives continuous, accurate monitoring of the drill bit position.
- d. Auger bores will be used only when required.
- e. Bore methods and procedures will follow industry standard practices.
- f. Allo shall use reasonable efforts to protect existing utilities and private property during all stages of the boring process.
- g. Existing utilities will be potholed prior to boring.
- h. Used drilling fluid will be disposed of in accordance with applicable law and any City standards in existence at the time of such disposal.
- i. At bore locations with lengths in excess of 600 feet as indicated on the drawings, Allo shall be permitted to establish intermediate bore pits.
- j. Allo shall pothole city utility distribution main crossings to verify their depth before installing new fiber in order to avoid possible conflict with the mains.
- k. Once the project is complete Hastings Utilities reserves the right to inspect and video sewer main crossings at its discretion. If damage is found the parties shall review and determine the responsible party.
- l. Allo shall provide City with a drawing of its typical pole attachment hardware.
- m. Borings shall be done on Mondays through Friday, any borings to be done on weekend or on holidays shall require the approval of the City. Allo agrees to pay any additional cost of City's locator to perform locates on weekends or holidays.

4. **Location of Facilities; Damages as a result of Defective Locates; Locating Costs.** Plans sets submitted to the City will indicate the proposed route of the Facilities ("Plan Set"). Allo will set the optimal path and exact directional bore path once the locating process is complete. If Allo deviates from the applicable Plan Set, such deviation will be detailed on the as-built maps submitted to the City. The City expressly acknowledges that it, or its designated contractor, shall be responsible for locating City facilities in compliance with the Nebraska One Call System and the One Call Act (each defined below). In addition, the City expressly acknowledges that its designated contractor shall be responsible for locating Private Property and that such designated contractor shall comply with the Nebraska One Call System and the One Call Act. Notwithstanding the terms of the Franchise, Allo shall not be liable for any damage that occurs to any City Property or Private Property or any person as a result of (i) an inaccurate locate; or (ii) an otherwise defective locating process. Allo, however, shall be responsible for any damage to City Property or Private Property caused by Allo or its designated contractor that occurs to any property or any person where an accurate locate has been made by City or its designated contractor. Allo shall reimburse the City for all documented and reasonable costs without markup to locate private service lines where such locate is required by Allo to perform construction activities. City Property shall include all water, sewer, and natural gas mains, and electric distribution and street light lines. Private Property shall include all private water, sewer, natural gas and electric service lines from the distribution main or line to the premise which typically run through privately owned property.

5. **Restoration and Replacement.** If any City Property or Private Property is damaged by Allo or an Allo contractor, Allo will use commercially reasonable efforts to restore the property to the condition of the property prior to the damage, subject to the terms of this Section and any laws, regulations, or construction and engineering standards in existence at the time of such restoration.

- a. If weather or other conditions do not permit the complete restoration, Allo will temporarily restore the affected property. Allo will complete the required permanent restoration when the weather or other conditions no longer prevent such permanent restoration.
- b. All restoration work completed on the City's property is subject to the City's approval, which shall not be unreasonably withheld. If restoration is not made to the reasonable satisfaction of the City within the established time frame (or without notice where the disturbance or damage creates a risk to public health or safety, or cause delay or added expense to a public project or activity), the City may cause the repairs to be made at Allo's expense and recover the cost of those repairs from Allo. Allo will pay reasonable, documented costs incurred by the City within thirty (30) days of receipt of a complete itemized list of those costs, including the costs of labor, materials and equipment.

6. **Duty to Move or Alter Facilities.** Subject to the Franchise, whenever a City project or upgrade to its utility distribution system would require the alteration or relocation of Allo's Facilities, Allo shall make such alterations or relocations within a reasonable time, at Allo's cost, in coordination with the City and other utility providers impacted, not to exceed sixty (60) days unless otherwise permitted by the City. Allo shall relocate its Facilities as soon as safely possible and at its expense at the request of the City in the event of an unforeseen emergency that creates an immediate threat to the public safety, health or welfare. Whenever Allo's Facilities are no longer used by Allo and Allo has no plans for any future use of those Facilities, then Allo shall remove those Facilities that are at or above grade and restore the area in accordance with the City's standards.

7. **Erosion.** Industry standard erosion prevention measures will be incorporated into all work within the Right of Way as described in the City's Storm Water Management Ordinance (Hastings City Code Sections 42-101 to 42-125). All gutters, ditches, and other drainage features will be maintained free and unobstructed of sediment, dirt, and debris. The handling, grading, excavating, or moving of excess construction materials or the movement or cleaning of construction vehicles or equipment will be conducted in such a manner that materials and washout will not be deposited into catch basins, gutters,

ditches, or areas where runoff may carry materials into any public or private storm water system.

8. **Inspection.** All construction inspection will be coordinated with the City Engineer once Allo completes a Project. Upon completion, the City will have thirty (30) business days to inspect and comment on the Project and Allo will have thirty (30) business days to repair any issues noted during the City's inspection. The City will then have fifteen (15) business days to re-inspect if desired. If no additional issues are noted prior to the expiration of the fifteen (15) day period, then the inspection period will close and all applicable permits will be automatically accepted by the City.

9. **Nebraska One Call System.** Each party shall comply with State of Nebraska's One Call notification system ("Nebraska One Call System") and Nebraska Underground Facilities Damage Prevention Act, Neb. Rev. Stat. §§ 76-2301 – 76-2331 ("One Call Act"). Allo shall be responsible for locating Allo's Outside Plant in compliance with the Nebraska One Call System and the Nebraska One Call Act. Outside Plant is defined as Allo's physical fiber optic cable and supporting infrastructure such as conduit, pedestals, vaults, poles and splitter cabinets.

10. **Preferred Routing.** When routing the Facilities, Allo will use commercially reasonable efforts to adhere to the guidelines found below in this Section 10. If Allo determines, in its sole discretion, that it cannot comply with preferred routing guidelines, it will employ a substitute method.

- a. Allo will use back lot easements wherever economically feasible as preferred routing for the distribution Facilities to serve Hastings. If unavailable, front Right of Way feeds will be used. If front Right of Way feed must be used, Allo will use a distance from the property line to Allo's fiber location. If front feed service is required on the other side of the street, Allo will show routing underground fiber between the sidewalk and the property line to avoid street light and water preferred running lines. This routing process may require red line field adjustments if other utilities are identified in same running line after construction locates are performed.
- b. Aerial construction is preferred.
- c. If pole space is not available, Facilities will be placed underground.
- d. Allo may use existing public use easements, but may not locate facilities on easements that are not public use.

11. **Vault Placement for Splicing Locations and Front Construction.** When placing vaults and performing front Right of Way or front easement construction Allo will use commercially reasonable efforts to adhere to the guidelines found below in this Section 11. If Allo determines, in its sole discretion, that it cannot comply with these guidelines, it will employ a reasonable substitute method that is approved by the City, such approval not to be unreasonably withheld.

- a. The preferred location for vaults is within the Right of Way, between the sidewalk and the property line near block corners.
- b. The secondary location is within the Right of Way between the sidewalk and the curb.
- c. If neither 11.a or 11.b are possible, then Allo would located the vault within the sidewalk.
- d. Splice vaults will be located adjacent to streets that provide safe and easy access for splice trailers without hindering traffic flow.

12. **Pedestal and Pull Box Placements in Backyards.** When placing pedestals and pull boxes within easements located within a private parcel of property, Allo will use commercially reasonable efforts to adhere to the guidelines found in this Section 12. If Allo determines, in its sole discretion, that it cannot comply with these guidelines, it will employ a reasonable substitute method that is approved by the City, such approval not to be unreasonably withheld.

- a. The preferred location for pedestals or pull boxes is next to an existing transformers or pedestals within the easement.
- b. The secondary location for pedestals or pull boxes is at property corners with no existing utility structures.

13. **New Developments and Other Installation.** Allo shall locate its Facilities underground in areas of new development where the City has determined that its electric distribution system will be located underground. Whenever possible and as requested by the City, Allo shall accommodate City's desire to install additional ducts or conduits for City's future use within trenches or bores excavated or used by Allo in the right-of-way or public easements. City shall pay for the costs of said additional ducts or bores. Such ducts or conduits shall not be used for communications purposes by any other entity without Allo's prior written consent.

14. **Safety.** All work authorized and required under this Agreement shall be performed in a workmanlike manner in accordance with applicable law and applicable industry standards. Allo, and any entity acting on its behalf, shall use suitable barricades, flags, flagmen, lights, and other measures as required for safety of all members of the general public during the performance of work. Allo, and any entity acting in its behalf, shall comply with the Manual on Uniform Traffic Control Devices.

15. **Poles, Structures, and Property Owned by Others.** The City makes no representation and assumes no responsibility for the availability of City poles, structures, and property owned by third parties for the installation of Allo's Facilities.

16. **Definitions.** Capitalized terms not defined in this Agreement shall have the same meaning as the capitalized terms in the Franchise.

17. **Conflict.** To the extent the terms of this Agreement conflict with the Franchise, the terms of this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing Construction Agreement in duplicate the day and year first above written.

City of Hastings, Nebraska, a Nebraska municipal corporation

ATTEST:

Mayor

City Clerk

(S E A L)

Approved as to form: _____
City Attorney

Allo Communications LLC, a Nebraska Limited Liability Company

Signature: _____

Name/Title: _____