

**HASTINGS CITY COUNCIL
AGENDA**

**Council Chambers – City Hall
220 North Hastings Avenue
March 11, 2019
5:30 PM**

ROLL CALL:

PLEDGE OF ALLEGIANCE:

MOTION TO ADOPT CURRENT AGENDA for March 11, 2019 Regular Meeting.

PUBLIC NOTICE - Official Notice of the Regular Meeting was published in the Hastings Tribune on Friday, March 8, 2019. Pursuant to Nebraska Revised Statute Section 84-1412, the public is advised that a copy of today's agenda and all reproducible written material which will be discussed at today's meeting is located at the back of the Council Chambers. Also, a current copy of the Nebraska Open Meetings Act is posted on the south wall of the Council Chambers which is accessible to members of the public.

COUNCIL COMMUNICATION:

Reports of Liaisons.

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

MAYOR'S COMMUNICATIONS:

Service Anniversaries.

CONSENT AGENDA:

1. All Consent Items.
 - (a) Approval of the minutes of the Council Meeting of February 26, 2019
 - (b) Approval of the minutes of the Worksession of February 18, 2019
 - (c) Approval of claims and payroll
 - (d) Approve receiving and placing on file department monthly reports
 - (e) Approval of Work Order EL-66
 - (f) Approval of Work Order SW-337

- (g) Approval of Work Order WA-362
- (h) Approval of Work Order WA-364
- (i) Approval of Work Order WA-365
- (j) Approval of Work Order WA-366
- (k) Approval of the request of Hastings Community Arts Council to utilize city streets for the Downtown Do The Brew on April 27, 2019
- (l) Approval of the request of the Hastings Community Arts Council/Do The Brew for a Special Designated License for an event to be located at 1st Street and St. Joseph Avenue on April 27, 2019 with an alternate location of the Hastings City Auditorium, 400 N. Hastings Avenue
- (m) Approval of the request of Highland Park Farmers' Market to utilize city property for the Highland Park Farmers' Market from June 8, 2019 thru November 2, 2019

REGULAR AGENDA:

2. Unfinished Business of Preceding Meeting.

3. Public Hearings.

- (a) Public hearing on the request of the City of Hastings Fire Department to adopt the 2018 International Fire Code

Ordinance No. 4581 adopting the 2018 International Fire Code

- (b) Public hearing regarding the request of the City of Hastings Development Services Department to adopt the 2018 International Building Code, 2018 International Residential Code, 2018 International Mechanical Code, 2018 International Plumbing Code, 2018 International Existing Building Code, 2018 International Property Maintenance Code, 2018 NFPA 54 Fuel Gas Code and the 2017 NFPA 58 LP Gas Code

Ordinance No. 4583 adopting 2018 International Building Code, 2018 International Residential Code, 2018 International Mechanical Code, 2018 International Plumbing Code, 2018 International Existing Building Code, 2018 International Property Maintenance Code, 2018 NFPA 54 Fuel Gas Code and the 2017 NFPA 58 LP Gas Code

- (c) Public hearing to amend Hastings City Code Section 34-309, Signs

Ordinance No. 4584 amending Hastings City Code Section 34-309, Signs

- (d) Public hearing on the request of the City of Hastings Community Redevelopment Authority on behalf of Boys 3 MCP, Inc. for Plan Modification 2019-1 to Redevelopment Area XIV for Lot 1, North Park Commons First Subdivision

Resolution No. 2019-3 approving Plan Modification 2019-1 to Redevelopment Area XIV for Lot 1, North Park Commons First Subdivision

- (e) Public hearing regarding the request of Westbrook Village, LLC to bring Shadow Ridge 9th Addition within the corporate limits of the City of Hastings

Approval of the request of Westbrook Village, LLC to bring Shadow Ridge 9th Addition within the corporate limits of the City of Hastings

- (f) Public hearing on the final plat for Shadow Ridge 9th Addition

Approval of the final plat for Shadow Ridge 9th Addition

- (g) Public hearing on the request of Westbrook Village, LLC for a zoning change from "R-1 Single Family Residential" and "A Agricultural" to "R-1 Single Family Residential" for Shadow Ridge 9th Addition

Ordinance No. 4585 approving zoning change from "R-1 Single Family Residential" and "A Agricultural" to "R-1 Single Family Residential" for Shadow Ridge 9th Addition

- (h) Public hearing regarding the request of the City of Hastings to bring Coal Train First Addition into the corporate limits of the City of Hastings

Approval of the request of the City of Hastings to bring Coal Train First Addition into the corporate limits of the City of Hastings

- (i) Public hearing on the preliminary/final plat for Coal Train First Addition

Approval of the preliminary/final plat for Coal Train First Addition

4. General Business.

- (a) Approval of the preliminary/final plat for Vintage Heights 3rd Subdivision
- (b) Approval of Professional Services Agreement with South Central Economic Development District for grant administration duties related to the CDBG Project for Universal Mobility Study
- (c) Approval of the Letter of Agreement for Professional Services for Landfill Gas Tier II Emission Evaluation
- (d) Approval of the request of Mike Florek, Half Hastings Race Director, to utilize city streets for the "Half Hastings Race" event to be held June 1, 2019

5. Ordinances and Resolutions.
 - (a) Resolution No. 2019-2 giving advance notice to the Nebraska Department of Roads that the City of Hastings intends to conduct a special event to be known as the "Half Hastings Races" requiring the closing of a portion of the state highway system on June 1, 2019.
 - (b) Ordinance No. 4582 amending Section 3-305 regarding age requirement for employment with the City of Hastings
 - (c) Resolution No. 2019-4 approving plans, specifications, and estimate of costs for Street Improvement District No. 2018-1
6. Final Passage of Ordinances.
7. Appointments.
 - (a) Appointments to Board and Commissions
8. Miscellaneous and Other Business.
9. Possible Closed Session (if necessary or requested).

ADJOURN:

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

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

March 2019 Service Anniversaries

March 1st – Steve Brouillette, Utilities, 15 years

March 2nd – Rodney Hermann, Utilities, 10 years

March 2nd – Shane Stone, Utilities, Utilities, 10 years

March 2nd – Norman Woodhead, Utilities, 10 years

March 9th – Kevin Gawrych, Utilities, 10 years

March 17th – David Pearce, Utilities, 5 years

March 21st – Darren Hofmann, Utilities, 25 years

CITY OF HASTINGS, NEBRASKA
MINUTES OF CITY COUNCIL REGULAR MEETING
Tuesday, February 26, 2019

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 February 26, 2019.

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

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 current agenda for February 26, 2019 Regular Meeting. Roll Call: Ayes: Matt Fong, Paul Hamelink, Chuck Rosenberg, Scott Snell, Butch Eley, Ted Schroeder, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: None. 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 thanked city employees for prompt snow removal. Councilmember Rosenberg attended the League of Municipalities' meeting and feels good about our community, especially after hearing issues in other cities. Councilmember Eley stated the solar farm being discussed tonight was generated from public interest. He commended utility staff for their work on the solar farm.

CITIZEN COMMUNICATIONS:

Benjamin Moritz, Vice-President of the Mayor's Youth Council, spoke about the upcoming 5K Run and Walk Against Cancer.

Citizens who spoke on Ordinance 4570: Brandon White, Clark Williams, and Dustin John.

MAYOR'S COMMUNICATIONS:

Mayor Stutte thanked city employees for their hard work on snow removal and late night hours.

Don Threewitt, Development Services Director, gave an update on Quiet Crossings. Priorities are being defined and funds allocated to update the quiet crossings study.

Mayor Stutte informed the group of weapons ordinance copies available to the public in the back of the chambers. He supports Ordinance 4570, as it is written.

CONSENT AGENDA:

1. All Consent Items.

Moved by Ginny Skutnik seconded by Matt Fong to approve all consent items, as presented.

Roll Call: Ayes: Matt Fong, Paul Hamelink, Chuck Rosenberg, Scott Snell, Butch Eley, Ted Schroeder, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: None. The motion carried.

(a) Approval of the minutes of the Council Meeting of February 11, 2019

(b) Approval of claims and payroll

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

(d) Approval of Work Order WA-353

(e) Approval of Work Order EL-77

(f) Approval of the request of Mayor's Youth Council to utilize city streets for the Mayor's Youth Council 5K Run and Walk Against Cancer

REGULAR AGENDA:

2. Unfinished Business of Preceding Meeting.

None.

3. Public Hearings.

None.

4. General Business.

(a) Moved by Ginny Skutnik seconded by Jeniffer Beahm to approve the agreement entitled "Financial Agreement Hastings SE Detour" [Project S-6-4 (1022) C.N. 41086] and authorize the Mayor and the City Clerk to execute said agreement. Joe Patterson, City Administrator, stated this item relates to the portion of Showboat Boulevard within city limits. There is a truck route currently being bid for the county.

Whatever money city puts towards this section of truck route, those dollars would be matched by the county when the city does construction on 42nd Street. Roll Call: Ayes: Matt Fong, Paul Hamelink, Chuck Rosenberg, Scott Snell, Butch Eley, Ted Schroeder, Ginny Skutnik, Jeniffer Beahm.

Nays: None. Absent: None. The motion carried.

(b) Moved by Ginny Skutnik seconded by Jeniffer Beahm to award the contract for furnishing one (1) Caterpillar Model 938M Loader with attachments to: NMC Cat, 10501 S U.S. HWY 281, Doniphan, NE 68832 in the following terms: Bid: \$247,285.00, Payment upon delivery: \$100,000, Principal to be financed: \$147,535, Interest rate: 3.83%, Period (2 years), Annual installment in arrears: \$78,108.12. Dave Wacker, City Engineer, stated the current budget includes down payment and Street Department will finance the remainder over next two years. Council held discussion on receiving only one bid on this equipment. Dave Wacker stated the advertisement was in the Hastings Tribune, on the city's website, and handed out to interested companies.

Moved by Butch Eley to table this item and go out for rebid. Motion died for lack of a second.

Roll Call: Ayes: Matt Fong, Paul Hamelink, Chuck Rosenberg, Scott Snell, Ted Schroeder, Ginny Skutnik, Jeniffer Beahm. Nays: Butch Eley. Absent: None. The motion carried.

(c) Moved by Scott Snell seconded by Paul Hamelink to award a contract for Hastings Community Solar Farm - Phase 1 (HU2018-11 FC-34) to Gen Pro Energy Solutions for a total cost of \$2,380,000 including sales tax, evaluated over the expected life of the field. Kevin Johnson, Utility Manager, stated questions and discussion were appreciated during the recent Council Worksession. Derek Zeisler, Energy Supply, stated further details should be available in one to two months. There will be at least three option levels for participation in the solar farm. Roll Call: Ayes: Matt Fong, Paul Hamelink, Chuck Rosenberg, Scott Snell, Butch Eley, Ted Schroeder, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: None. The motion carried.

(d) Moved by Butch Eley seconded by Scott Snell to award a Contract for ASR Extraction Well - Pump and Wellhouse (Hu 2019-01 IC-01) to Downey Drilling in the amount of \$335,256. Kevin Johnson, Utility Manager, stated this item is #30 wellpump and wellhouse that was estimated to be at \$500,000. There were two bidders and they are recommending the low bidder. Roll Call: Ayes: Matt Fong, Paul Hamelink, Chuck Rosenberg, Scott Snell, Butch Eley, Ted Schroeder, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: None. The motion carried.

(e) Moved by Ginny Skutnik seconded by Ted Schroeder to award a Contract for Engineering and Architectural Services for Renovation of the North Denver Station Administration Building to W Design of Hastings, Nebraska, for a total of \$71,280. Kevin Johnson stated the project was budgeted for security and customer service enhancement. Roll Call: Ayes: Matt Fong, Paul Hamelink, Chuck Rosenberg, Scott Snell, Butch Eley, Ted Schroeder, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: None. The motion carried.

5. Ordinances and Resolutions.

(a) ORDINANCE NO. 4570 PROHIBITING THE POSSESSION OF DEADLY WEAPONS IN CITY BUILDINGS AND IN CITY VEHICLES

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

Joe Patterson, City Administration, reported that other communities are looking at weapons ordinances. Grand Island, Kearney, and North Platte follow State Statutes and do not have a local ordinance. Mayor Stutte stated we are trying to be the least restrictive as possible with protecting concealed carry permit holders. Library and Museum Directors were concerned with open carry soliciting emotions, especially in children. There was discussion at a worksession about being consistent going from one building to another. Discussion was held on whether the ordinance was restrictive enough, since it left out public parks.

Moved by Chuck Rosenberg seconded by Butch Eley to amend the ordinance to include city parks, for open carry only.

Police Chief Story stated the definition of city parks would be important. Dave Ptak mentioned it would be helpful to use the names of parks, not blanket language for city parks. There would be a requirement to post a notice in parks that open carry is prohibited.

Council discussed tabling the ordinance tonight and waiting on an amendment to be drafted by Dave Ptak, or discussing at a future worksession. Dave Ptak stated the ordinance is dealing with open carry in city vehicles, library, and museum. Adding parks to the ordinance will make it more difficult to monitor and enforce for police. The ordinance was drafted to be the least restrictive, but also address concerns as far as city buildings and vehicles.

Withdrawal of motion by Chuck Rosenberg and second by Butch Eley to amend ordinance to include city parks, for open carry only.

The Mayor then stated the question "Shall Ordinance No. 4570 be passed and adopted?" Upon roll call vote the following Councilmembers voted Ayes: Matt Fong, Paul Hamelink, Chuck Rosenberg, Scott Snell, Butch Eley, Ted Schroeder, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: None. The motion carried.

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

The passage and adoption of said ordinance having been concurred in by a majority of all members of the Council, the Mayor declared the ordinance adopted upon second and final reading and the Mayor signed and approved the ordinance. City Clerk attested the passage approval of the same and affixed her signature thereto. Published in the Hastings Tribune on March 1, 2019. Effective date of the ordinance is March 14, 2019.

(b) Moved by Butch Eley seconded by Chuck Rosenberg to approve Resolution No. 2019-1 approving 2020-2025 One and Six Year Street Improvement Plan. Dave Wacker, City Engineer, reported on the One and Six Year Plan. Dave Wacker explained the snow removal budget and how projects are chosen. The Quiet Zones will be discussed at the council retreat. One & Six Year Plan is attached and made a part of these minutes. Roll Call: Ayes: Matt Fong, Paul Hamelink, Chuck Rosenberg, Scott Snell, Butch Eley, Ted Schroeder, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: None. The motion carried.

6. Final Passage of Ordinances.

None.

7. Appointments.

None.

8. Miscellaneous and Other Business.

None.

9. Possible Closed Session.

None.

Moved by Ginny Skutnik seconded by Scott Snell there being no further business to adjourn at 6:50p.m.
Roll Call: Ayes: Matt Fong, Paul Hamelink, Chuck Rosenberg, Scott Snell, Butch Eley, Ted Schroeder, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: None. The motion carried.

APPROVED:

Corey Stutte, Mayor

ATTEST:

Kimberly S. Jacobitz, City Clerk

(S E A L)

CITY OF HASTINGS, NEBRASKA
MINUTES OF CITY COUNCIL WORKSESSION
Monday, February 18, 2019

Pursuant to due call and notice thereof, a Worksession of the City Council of the City of Hastings, Nebraska was conducted at the Hastings Public Library, 314 N. Denver Avenue, on February 18, 2019.

The Worksession was called to order at 5:30 p.m. by Council President Paul Hamelink with the following members present: Matt Fong, Chuck Rosenberg, Scott Snell, Ted Schroeder, Ginny Skutnik, Jeniffer Beahm. Absent: Butch Eley.

City Officials Present: Mayor Corey Stutte, Joe Patterson, Adam Story, David Ptak, David Wacker, Brad Starling, Troy Vorderstrasse, Kevin Johnson, Jeff Hassenstab, Roger Nash, Lori Hartman, Don Threewitt, Mark Evans, Becky Matticks.

Moved by Ginny Skutnik, seconded by Matt Fong to adopt current agenda for February 18, 2019 Worksession.

Official Notice of the Worksession was published in the Hastings Tribune on Friday, February 15, 2019. 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.

Presentation of HPAC Annual Report.

Lorie Schiefelbein, HPAC Program Director, stated she was there to request that the Hastings City Council continue the 1% cable franchise fee from Charter. She stated that the funds allow for the public education and government programming that HPAC provides. She reviewed with Council the financial statement and stated last year they had \$40,000.00 budgeted for equipment and only used \$32,000.00. She indicated that \$15,000.00 was budgeted this year for audio equipment.

Councilmember Fong questioned the Charter revenue decline. Ms. Schiefelbein indicated that there are a lot of alternatives these days.

Ms. Schiefelbein reviewed with Council the agencies that use the HPAC programming as well as the regularly scheduled programs. She stated 111 organizations use the Community Bulletin Board.

Update on Ordinance No. 4570 regarding weapons in city vehicles and on city property.

Dave Ptak, City Attorney, reviewed with Council §69-2429 that became effective July 19, 2018 regarding the Concealed Handgun Permit Act and how "concealed handgun" and "handgun" were defined. He explained that there is nothing on the books to stop someone from open carrying into any City building. He went on to explain §69-2441 which listed exceptions as to where a concealed handgun can be taken. Mr. Ptak stated concealed carry is currently prohibited by state statutes where the governing body is meeting. He stated what they need to decide is what they want to do with the property under their control and if they chose to prohibit it, they would need to post accordingly. He told Council as far as concealed carry, it is only prohibited where the governing body is meeting, you could conceal carry in the parks, museum and library. Mr. Ptak provided Council with a copy of the current City Code Chapter 21 and a draft revised version. He

indicated that much of the current Chapter 21 was outdated or contrary to current law and that not much had been amended since 1973.

Mayor Stutte stated that he felt the new version is pretty specific now, just buildings and vehicles and not right-of-way. He indicated he felt they should focus on open carry and what they wanted to allow in City buildings. He stated he felt concealed carry permit holders were trained and we should trust that training. He indicated he was looking for the least restrictive path.

Councilmember Schroeder asked about open carry calls the Police Department receives.

Adam Story, Police Chief, stated that most complaints about open carry come from private businesses.

Mr. Ptak stated the Council also needs to decide who should make the decision on weapons in City buildings. He asked if the decision should come from Council, Museum Trustees for museum building, Library Board for library building, Utility Advisory Board for utility building or should we list buildings in an ordinance or resolution. He indicated as stated in §69-2441, it is up to the governing body to determine properties weapons are allowed in and to post a conspicuous notice.

Councilmember Hamelink questioned Council on where they want to limit concealed carry and stated he didn't like limiting a citizen's rights.

Department heads were asked to comment on their feelings regarding weapons being allowed in their buildings. Kevin Johnson, Manager of Utilities, indicated he would prefer no weapons, concealed or open carry, be allowed in the Utility buildings. Jeff Hassenstab, Parks and Recreation Director, stated he just wanted to see it be consistent with all City buildings. Becky Matticks, Museum Director, stated she didn't feel the Museum, with artifacts and families, was a place for weapons.

Jim Price, Concealed Carry Instructor, stated that in many of the buildings they are talking about, there is really no form of security and he would like to see the buildings kept with conceal carry access.

Councilmember Fong asked about peer communities and what they are doing.

Mr. Ptak stated that they could survey them if Council wished to have that information.

Mayor Stutte suggested they take care of open carry in the least restrictive way. He stated he questioned enforceability with respect to prohibiting concealed carry and stated you have to trust they have had the training and know what they are doing. He agreed with looking at what peer communities are doing because we don't want to be the most restrictive. He felt looking at what others are doing might give them some better direction.

Joe Patterson, City Administrator, stated they would poll some other communities and visit with department heads and bring back the information to Council.

Discussion on adoption of the 2018 International Building Code, Residential Code, Mechanical Code, Plumbing Code, Existing Building Code, Property Maintenance Code, 2018 NFPA 54 Fuel Gas Code, and 2018 NFPA 58 LP Gas Code.

Mark Evans, Building Inspector, stated they are looking to update the family of construction safety codes with several hundred changes. He indicated the main change is the requiring of residential

fire sprinklers. He told Council that the State had amended out the fire sprinkler code leaving it to the local jurisdiction. He stated what they were proposing was a two year period for contractors to adjust and get up to speed and see how it can work.

Councilmember Skutnik stated she felt it was not developer friendly and questioned why they would want to change it.

Mr. Evans stated there is added cost to installing fire sprinklers but you also have a safer home.

There was discussion on types of fire sprinklers, types of house fires in the last six months and that there would be some trade-offs throughout the code to somewhat offset the cost of having to sprinkler a house.

Troy Vorderstrasse, Fire Prevention Officer, stated there is cost associated with the placement of fire sprinklers but already run lines can be used, sprinkler heads can be recessed and the two year wait to begin the requirement would allow plumbers to become certified. He indicated that the national average for cost of putting sprinklers in is \$1.35 per square foot. He explained that only certain rooms were required to be sprinklered and it had more to do with life safety and allowing people enough time to get out of a burning house. He also stated that some insurance companies will allow a discount for fire sprinklers and that can help to offset the initial cost.

Mayor Stutte stated he felt it was a bad policy to adopt now and that it could make it more difficult for the workforce housing. He felt they should amend it out for now.

Councilmember Schroeder questioned the insurance saving. Mr. Vorderstrasse indicated with insurance companies he talked to it was 5 to 7%. Mr. Schroeder suggested they talk to contractors and maybe delay for more information.

Councilmember Fong questioned if homeowners were asking for sprinklers.

Mr. Evans stated homeowners don't know about it. He indicated it is an educational issue.

Councilmember Hamelink stated it would be nice to have a meeting with construction companies.

Councilmember Skutnik stated that she got the life safety issue but felt it was not the right time.

Discussion on adoption of the 2018 International Fire Code.

Mr. Vorderstrasse went on to mention a few other changes to fire code: solar power regulations, lock down plans for schools, first responder safety and hyperbaric chamber regulations.

Discussion on adoption of Hastings City Code Section 34-309 "Signs".

Don Threewitt, Director of Development Services, indicated he felt the new sign code was clear, streamlined and friendly to the community. He stated that sign companies have reviewed the new code and are in support of it. He stated they have clarified definitions and moved them to the front of the code with pictures. He reviewed with Council illuminated signs, electronic signs, measurement of signs, permit process, where specific signs can be placed, total number of signs, monument signs and design standards. He also explained to Council the creative sign program used for signs that don't quite fit into a category and iconic and historic signs that can be allowed subject to Council approval.

Discussion on the hiring/firing authority of the City Administrator.

Councilmember Hamelink explained there had been an employee situation that the city administrator was not able to handle due to there being nothing in code allowing him to do so.

Mr. Patterson indicated department heads were not in favor of this and he didn't blame them. He indicated there are some changes coming through human resources that should take care of this type of situation.

Mr. Ptak indicated there is no need to place the burden on the city administrator if we use the human resources department like it is meant to be used.

Councilmember Hamelink suggested that if changes are coming, they sit on this for now. The Council concurred.

Discussion of solar project proposal.

Derek Zeisler, Director of Marketing and Energy Supply and Kevin Johnson, Manager of Utilities, began by reviewing with Council the Hastings Community Solar Farm – Phase 1 (Attached and made part of original minutes.)

Mr. Zeisler indicated that capacity is not the issue and that it is really about the generation. He stated that everything they generate goes out to market and then comes back.

Mr. Johnson indicated they are responding to customers that have a desire for renewables.

Councilmember Hamelink asked about the level of participation in other communities.

Mr. Zeisler indicated that Fremont is working on their third phase.

Mr. Johnson stated that some people would say they are behind on getting started on this but he felt they are getting in at the right time for the right reason.

Councilmember Hamelink stated he felt they had an obligation to offer renewables to customers.

Councilmember Schroeder asked how much space was needed for each phase.

Mr. Zeisler indicated approximately ten acres per phase.

Mr. Johnson stated if Council wanted a review of the bid evaluation they would need to go into closed session.

Moved by Scott Snell, seconded by Jeniffer Beahm to go into closed session at 7:46 P.M. for the discussion of contract negotiations. Roll Call: Ayes: Matt Fong, Paul Hamelink, Chuck Rosenberg, Scott Snell, Ted Schroeder, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: Butch Eley. The motion carried.

Moved by Ginny Skutnik, seconded by Jeniffer Beahm that open session be resumed at 7:58 P.M. Roll Call: Ayes: Matt Fong, Paul Hamelink, Chuck Rosenberg, Scott Snell, Ted Schroeder, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: Butch Eley. The motion carried.

There being no further business to come before the Council, Council President Hamelink declared the meeting adjourned at 7:58 P.M.

2/21/19 PREPAID VOUCHERS

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City of Hastings

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 001 GENERAL FUND							
Dept: 130.000 Parks							
001-130.000-726.200	Telephone						
	WINDSTREAM COMMUNICA	ACT: 090239198	SERVICE 2/4/19 - 3/3/19 PARKS	0	02/06/2019	02/21/2019	231.76
							231.76
						Total Dept. Parks:	231.76
Dept: 240.000 Police							
001-240.000-726.200	Telephone						
	VERIZON WIRELESS	9824036097	MONTHLY CHRGS / MIFI HOTS	0	02/10/2019	02/21/2019	646.11
							646.11
001-240.000-727.400	R & M Comm						
	VERIZON WIRELESS	9824036097	MONTHLY CHRGS / MIFI HOTS	0	02/10/2019	02/21/2019	720.28
							720.28
						Total Dept. Police:	1,366.39
Dept: 620.000 Airport							
001-620.000-726.200	Telephone						
	WINDSTREAM COMMUNICA	ACT: 090937657	LAND & INTERNET - AIRPORT	0	02/11/2019	02/21/2019	148.39
							148.39
						Total Dept. Airport:	148.39
						tal Fund GENERAL FUND:	1,746.54
Fund: 148 SCALES FUND							
Dept: 000.000							
148-000.000-720.350	Training & Co						
	PERPETUAL LEARNING INST	2252019	14 SEATS - INSTRUCTOR DEVI	0	02/04/2019	02/21/2019	6,020.00
							6,020.00
						Total Dept. 000000:	6,020.00
						Total Fund SCALES FUND:	6,020.00
Fund: 158 WIRELESS E911 FUND							
Dept: 220.000 911 center							
158-220.000-743.400	Communicati						
	WINDSTREAM COMMUNICA	ACT: 090239051	75% WIRELESS/25% LANDLINE	0	02/06/2019	02/21/2019	83.45
	WINDSTREAM COMMUNICA	ACT: 090229721	75% WIRELESS/25% LANDLINE	0	02/06/2019	02/21/2019	87.73
	WINDSTREAM COMMUNICA	ACT: 090229718	75% WIRELESS/25% LANDLINE	0	02/06/2019	02/21/2019	120.36
							291.54
						Total Dept. 911 center:	291.54
						nd WIRELESS E911 FUND:	291.54
Fund: 159 LANDLINE E911 FUND							
Dept: 220.000 911 center							
159-220.000-743.400	Communicati						
	WINDSTREAM COMMUNICA	ACT: 090239051	75% WIRELESS/25% LANDLINE	0	02/06/2019	02/21/2019	27.82
	WINDSTREAM COMMUNICA	ACT: 090229721	75% WIRELESS/25% LANDLINE	0	02/06/2019	02/21/2019	29.25
	WINDSTREAM COMMUNICA	ACT: 090229718	75% WIRELESS/25% LANDLINE	0	02/06/2019	02/21/2019	40.12
							97.19
						Total Dept. 911 center:	97.19
						nd LANDLINE E911 FUND:	97.19

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Fund: 190 KENO BETTERMENT F							
Dept: 240.000 Police							
190-240.000-742.420	Departmenta						
	HASTINGS FORD LINCOLN	CHASE AGREEMENT 1.2.19	2019 FORD FUSHION ENERGI	0	01/02/2019	02/21/2019	32,432.00
							32,432.00
Total Dept. Police:							32,432.00
ENO BETTERMENT FUND:							32,432.00
Fund: 610 LANDFILL FUND							
Dept: 000.000							
610-000.000-720.300	Professional						
	GLENWOOD TELECOMMUNI	901-1101	INTERNET - MARCH 2019-LANI	0	03/01/2019	02/21/2019	94.95
							94.95
Total Dept. 000000:							94.95
tal Fund LANDFILL FUND:							94.95
Grand Total:							40,682.22

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Fund: 001 GENERAL FUND							
Dept: 000.000							
001-000.000-442.165	Ambulance for UMR	HUSAK	REFUND/DBL PAYMENT	0	02/06/2019	03/11/2019	325.83
							325.83
001-000.000-477.050	Miscellaneous C D W GOVERNMENT, INC.	NJH16039	CREDIT - DBL PAID INVOICE	0	09/07/2017	03/11/2019	-7,175.31
	C D W GOVERNMENT, INC.	NJG42024	CREDIT - DBL PAID INVOICE	0	08/09/2017	03/11/2019	-514.40
							-7,689.71
Total Dept. 000000:							-7,363.88
Dept: 010.000 City administrator's office							
001-010.000-721.050	Postage CITY CLERK - PETTY CASH	USPS	POSTAGE - TRACKING	0	02/21/2019	03/11/2019	8.30
							8.30
001-010.000-727.200	R & M Building BIG G COMMERCIAL ACCOUNTS NE DEPT.OF LABOR-ELEVATOR	618216/1 80090	RETURNED AIR FILTERS ELEVATOR INSPECTION - CITY	0 0	01/16/2019 02/14/2019	03/11/2019 03/11/2019	-159.68 120.00
							-39.68
001-010.000-729.050	Dues & Subscriptions HASTINGS ROTARY CLUB #4	DUES: J. PATTERSON	JOE PATTERSON 1/2019 - 7/2019	0	02/15/2019	03/11/2019	125.00
							125.00
001-010.000-730.050	Office Supplies BUSINESS WORLD PRODUCTS EAKES OFFICE SOLUTIONS	020842 7723125-0	FILE COPY STAMP - DAVE INDEX TABS	0 0	02/08/2019 02/18/2019	03/11/2019 03/11/2019	27.66 9.30
							36.96
Total Dept. City administrator's office:							130.58
Dept: 020.000 Human Resources							
001-020.000-720.355	Employee Program HEALTH MANAGEMENT SYSTEMS	2019-1637	EAP FEBRUARY 2019	0	02/15/2019	03/11/2019	239.20
							239.20
Total Dept. Human Resources:							239.20
Dept: 030.000 City attorney							
001-030.000-720.300	Professional Services SULLIVAN, SHOEMAKER PC,	7250.509	LEGAL EXP THRU FEB 2019	0	02/22/2019	03/11/2019	584.25
							584.25
Total Dept. City attorney:							584.25
Dept: 070.000 Other government entities							
001-070.000-720.215	Lobbyist Activities GREATER NEBRASKA CITIES	HAS0219	MONTHLY DUES - FEBRUARY 2019	0	02/01/2019	03/11/2019	1,000.00
							1,000.00
001-070.000-720.307	ELSA Translations REAL TIME TRANSLATION, INC.	113437	9 MINS - FEB 1 - 15, 2019	0	02/18/2019	03/11/2019	13.50
							13.50
001-070.000-720.470	Disability Insurance MUTUAL OF OMAHA	883147944	DIV 1 (NONUT) LONG TERM DISABILITY	0	03/01/2019	03/11/2019	3,118.07
							3,118.07
001-070.000-725.100	Worker's Compensation HASTINGS UTILITIES	WC AUDIT REFUND	2018 WORK COMP AUDIT REFUND	0	02/14/2019	03/11/2019	28,573.00
							28,573.00

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001-070.000-725.125	HU ins settle						
	HASTINGS UTILITIES	JJ-1476	EPA LEGAL FEES REFUND TO	0	02/14/2019	03/11/2019	581,267.00
							581,267.00
							613,971.57
Dept: 080.000 Development Servi							
001-080.000-720.300	Professional						
	FILL-N-CHILL	10025	JANUARY CARWASHES X 2 ST	0	01/31/2019	03/11/2019	12.00
	GRUMMERT PROF SERVICE	169	COAL TRAIN FIRST ADDITION	0	02/04/2019	03/11/2019	2,000.00
							2,012.00
001-080.000-730.050	Office Suppli						
	BIG G COMMERCIAL ACCOU	K20522/1	SPACE HEATER	0	02/21/2019	03/11/2019	25.27
	BUSINESS WORLD PRODUC	644212	OFFICE SUPPLIES	0	02/13/2019	03/11/2019	101.98
	BUSINESS WORLD PRODUC	644226	OFFICE SUPPLIES	0	02/14/2019	03/11/2019	16.88
	BUSINESS WORLD PRODUC	644324	OFFICE SUPPLIES	0	02/19/2019	03/11/2019	17.99
	MENARDS - HASTINGS	73845	SPACE HEATER	0	02/20/2019	03/11/2019	24.58
	US BANK CORPORATE PAYM	1572	OFFICE SUPPLIES	0	02/13/2019	03/11/2019	74.99
	WAL-MART COMMUNITY	05261	OFFICE SUPPLIES	0	02/11/2019	03/11/2019	53.52
							315.21
							2,327.21
Dept: 110.000 Auditorium							
001-110.000-726.200	Telephone						
	CHARTER COMMUNICATION	ACT: 8356151400029348	INTERNET 3.18.19 - 4.17.19 AU	0	03/08/2019	03/11/2019	86.23
							86.23
001-110.000-727.700	R & M Tools &						
	BEMAN'S APPLIANCE SERVI	19-0443	DESCALING/SANITIZE ICE MA	0	01/29/2019	03/11/2019	409.76
							409.76
001-110.000-737.200	Building Maint						
	DUTTON-LAINSON CO.	795012-1	RESTROOM REPAIRS	0	01/28/2019	03/11/2019	84.54
							84.54
							580.53
Dept: 120.000 Cemetery							
001-120.000-720.300	Professional						
	MARY LANNING HEALTHCAF	DRAKE 4175	COMPANY DRUG/ALC TEST C.	0	01/29/2019	03/11/2019	25.00
	WPCI	S130323	DOT DRUG SCREEN - J. REINI	0	01/31/2019	03/11/2019	30.50
							55.50
001-120.000-726.200	Telephone						
	CHARTER COMMUNICATION	ACT: 8356151400008425	SERVICE 4.9.19 - 5.8.19 - CEM	0	03/26/2019	03/11/2019	65.00
							65.00
001-120.000-727.200	R & M Buildir						
	DUTTON-LAINSON CO.	795494-1	SHOP LIGHTS	0	02/06/2019	03/11/2019	369.74
	MENARDS - HASTINGS	73465	MISC SHOP SUPPLIES	0	02/14/2019	03/11/2019	48.77
	MENARDS - HASTINGS	73711	RETURN MISC SHOP SUPPLIE	0	02/18/2019	03/11/2019	-23.84
	MENARDS - HASTINGS	73058	TRIM SUPPLIES	0	02/07/2019	03/11/2019	101.80
							496.47
001-120.000-727.500	R & M Heavy						
	L C L TRUCK EQUIPMENT, IN	151695	SNOW SHOE ASSEMBLY	0	02/18/2019	03/11/2019	99.00
							99.00
001-120.000-729.150	Other Operat						
	BIG G COMMERCIAL ACCOU	620018/1	FLAGS	0	02/13/2019	03/11/2019	153.23
	NUTRIEN AG SOLUTIONS IN	38036151	BURNER TORCH HEAD	0	02/11/2019	03/11/2019	154.00
							307.23

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001-120.000-737.205	Electrical Sup						
	MENARDS - HASTINGS	73282	MISC ELECTRICAL SUPPLIES	0	02/11/2019	03/11/2019	109.37
	MENARDS - HASTINGS	73361	MISC ELECTRICAL SUPPLIES	0	02/11/2019	03/11/2019	83.71
							193.08
001-120.000-737.705	Shop Supplie						
	MENARDS - HASTINGS	73329	DRILL BIT	0	02/11/2019	03/11/2019	2.57
							2.57
						Total Dept. Cemetery:	1,218.85
Dept: 130.000 Parks							
001-130.000-726.200	Telephone						
	CHARTER COMMUNICATIONS	ACT: 8356151400037739	INTERNET 4.25.19 - 5.24.19	0	04/15/2019	03/11/2019	68.38
	GLENWOOD TELECOMMUNI	10591761	INTERNET-DUNCAN PRESS BC	0	03/01/2019	03/11/2019	79.95
	VIAERO WIRELESS	ACT: 14809	PARKS CELL 2/21 - 3/20	0	04/09/2019	03/11/2019	2.88
							151.21
001-130.000-727.200	R & M Buildir						
	BIG G COMMERCIAL ACCOU	620062/1	SEALER	0	02/13/2019	03/11/2019	89.99
	BIG RACK SHACK/THE//	18422	BEAM / WIRE DECK	0	02/14/2019	03/11/2019	580.00
	DUTTON-LAINSON CO.	795709-1	SHOP SUPPLIES	0	02/11/2019	03/11/2019	293.45
	KULLY PIPE & STEEL SUPPL	705961	SAFETY PLATES / PAINT MARK	0	02/08/2019	03/11/2019	38.86
	MENARDS - HASTINGS	71803	TAPE / LED LIGHTS / FLEX SE/	0	01/16/2019	03/11/2019	96.16
	MENARDS - HASTINGS	72176	RETURN SUPPLIES	0	01/22/2019	03/11/2019	-89.87
	MENARDS - HASTINGS	72177	TAPE / LED LIGHTS / FLEX SE/	0	01/22/2019	03/11/2019	78.62
	MENARDS - HASTINGS	73141	PVC / NAILS	0	02/08/2019	03/11/2019	241.23
	MENARDS - HASTINGS	73736	MISC SUPPLIES	0	02/18/2019	03/11/2019	13.98
	MENARDS - HASTINGS	73762	RETURN MISC SUPPLIES	0	02/19/2019	03/11/2019	-13.98
	MENARDS - HASTINGS	73804	MISC SUPPLIES	0	02/19/2019	03/11/2019	98.00
	NE DEPT.OF LABOR-ELEVAT	80073	ELEVATOR INSPECTION - DUN	0	02/13/2019	03/11/2019	120.00
							1,546.44
001-130.000-727.500	R & M Heavy						
	BIG G COMMERCIAL ACCOU	620350/1	FASTENERS / SNOWBLOWER	0	02/19/2019	03/11/2019	51.57
	CENTRAL NE BOBCAT	112333	TOOLCAT REPAIRS	0	02/11/2019	03/11/2019	187.16
	LANDMARK IMPLEMENT INC	10610594	THERMISTOR	0	01/21/2019	03/11/2019	6.57
	N A P A AUTO PARTS	849529	ALTERNATOR/CORE DEPOSIT	0	02/15/2019	03/11/2019	420.86
	N A P A AUTO PARTS	849923	BATTERY	0	02/18/2019	03/11/2019	103.81
	N A P A AUTO PARTS	850610	CREDIT - CORE DEPOSIT	0	02/20/2019	03/11/2019	-74.07
	NE TRUCK CENTER, INC.	HP77584	WATER PUMP & CORE	0	02/18/2019	03/11/2019	575.99
	NE TRUCK CENTER, INC.	HP77608	CREDIT - RETURN CORE	0	02/18/2019	03/11/2019	-149.50
							1,122.39
001-130.000-727.800	R & M Vehicl						
	HATTEN ELECTRIC SERVICE	0071381-IN	PART	0	02/12/2019	03/11/2019	36.00
	JEFF THOMAS SNAP-ON TOI	02061946502	OIL PRESSURE SENDANLY UN	0	02/06/2019	03/11/2019	68.25
	N A P A AUTO PARTS	850100	CAP / COUPLING	0	02/18/2019	03/11/2019	8.86
	N A P A AUTO PARTS	848556	OIL FILTER / ANTIFREEZE	0	02/11/2019	03/11/2019	36.80
	N A P A AUTO PARTS	848581	AIR FILTER	0	02/11/2019	03/11/2019	4.56
	N A P A AUTO PARTS	848768	FUEL FILTER	0	02/12/2019	03/11/2019	22.96
	NE TRUCK CENTER, INC.	HP77484	CLAMP / FUEL FILTERS	0	02/12/2019	03/11/2019	127.75
	NE TRUCK CENTER, INC.	HP77508	CREDIT - RETURN FUEL FILTE	0	02/12/2019	03/11/2019	-33.20
	NE TRUCK CENTER, INC.	HP77563	ELEMENT ASSEMBLY	0	02/15/2019	03/11/2019	54.02
	NE TRUCK CENTER, INC.	HP77607	CONNECTOR	0	02/18/2019	03/11/2019	19.39
	NE TRUCK CENTER, INC.	HP77644	HARNESS ASSEMBLY	0	02/20/2019	03/11/2019	46.31
							391.70
001-130.000-729.050	Dues & Subs						
	HASTINGS ROTARY CLUB	MEMBERS: J. HASSENSTAUB	JEFF HASSENSTAUB 1/2019-7/	0	02/20/2019	03/11/2019	125.00
							125.00
001-130.000-729.150	Other Operat						
	MARY LANNING HEALTHCAF	WILLIAMS 3892	COMPANY DRUG/ALC TESTIN	0	01/29/2019	03/11/2019	25.00

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	WPCI	S130323	DOT DRUG SCREEN - J. REINII	0	01/31/2019	03/11/2019	30.50
							55.50
001-130.000-731.150	Chemicals						
	VAN DIEST SUPPLY COMPAN	190730	HERBICIDE	0	02/08/2019	03/11/2019	941.40
	VAN DIEST SUPPLY COMPAN	190731	HERBICIDE	0	02/08/2019	03/11/2019	300.00
	VAN DIEST SUPPLY COMPAN	190732	FERTILIZER / HERBICIDE	0	02/08/2019	03/11/2019	727.50
	VAN DIEST SUPPLY COMPAN	190733	HERBICIDE	0	02/08/2019	03/11/2019	177.40
							2,146.30
001-130.000-731.151	Fertilizer						
	VAN DIEST SUPPLY COMPAN	190732	FERTILIZER / HERBICIDE	0	02/08/2019	03/11/2019	736.00
							736.00
001-130.000-731.400	Other Supplie						
	LAWSON PRODUCTS, INC	9306458355	DRAWERS	0	02/01/2019	03/11/2019	79.63
	MENARDS - HASTINGS	73534	SAFETY SET / LED	0	02/15/2019	03/11/2019	21.96
							101.59
001-130.000-737.705	Shop Supplie						
	N A P A AUTO PARTS	848164	OIL DRY	0	02/08/2019	03/11/2019	28.20
							28.20
							Total Dept. Parks: 6,404.33
Dept: 140.000	Water Park						
001-140.000-720.300	Professional						
	US BANK CORPORATE PAYM	AMER RED CROSS	AMERICAN RED CROSS TRAIN	0	02/14/2019	03/11/2019	37.00
							37.00
001-140.000-731.700	Wearing App						
	LINCOLN AQUATICS	D8628876	LIFEJACKETS / MAINT SUPPLII	0	02/13/2019	03/11/2019	191.00
							191.00
001-140.000-737.200	Building Mair						
	LINCOLN AQUATICS	D8628876	LIFEJACKETS / MAINT SUPPLII	0	02/13/2019	03/11/2019	308.53
							308.53
							Total Dept. Water Park: 536.53
Dept: 145.000	Recreation prograr						
001-145.000-720.332	Youth Act. Cc						
	MIKE'S MUSIC	DD DATE NIGHT	DJ MUSIC / DADDY DAUGHTER	0	02/18/2019	03/11/2019	100.00
							100.00
001-145.000-724.050	Printing						
	US BANK CORPORATE PAYM	BUILD A SIGN	SIGNS	0	02/19/2019	03/11/2019	165.60
							165.60
001-145.000-726.200	Telephone						
	CHARTER COMMUNICATION	ACT: 8356151400263913	INTERNET 3.20.19 - 4.19.19 RE	0	04/10/2019	03/11/2019	77.37
							77.37
001-145.000-727.200	R & M Buildir						
	BIG G COMMERCIAL ACCOU	619886/1	GATE SUPPLIES	0	02/11/2019	03/11/2019	9.93
	FASTENAL COMPANY	NEHAS151567	GATE SUPPLIES	0	02/11/2019	03/11/2019	23.61
	KULLY PIPE & STEEL SUPPL	706019	GATE SUPPLIES	0	02/11/2019	03/11/2019	21.42
	PRESTO-X	2119969	PEST MAINT SERVICE - REC	0	02/11/2019	03/11/2019	39.00
							93.96
001-145.000-731.401	Adult Rec Su						
	NE SPORTS	NNC753466-AX04	27 DOZEN SOFTBALLS	0	02/11/2019	03/11/2019	1,306.80
							1,306.80
001-145.000-731.402	Youth Rec Su						

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	HASTY AWARDS	02190772	YOUTH BB METALS	0	02/14/2019	03/11/2019	302.15
							302.15
001-145.000-731.403	Spec. Event						
	WAL-MART COMMUNITY	05171	DADDY/DAUGHTER DATE NGT	0	02/06/2019	03/11/2019	49.09
	WAL-MART COMMUNITY	03433	DADDY/DAUGHTER DATE NGT	0	02/08/2019	03/11/2019	83.92
							133.01
001-145.000-738.056	Adult Rec Eq						
	US BANK CORPORATE PAYM	AMAZON	PICKLE BALLS	0	02/19/2019	03/11/2019	20.94
							20.94
Total Dept. Recreation programming:							2,199.83
Dept: 150.000 Library							
001-150.000-720.300	Professional						
	UNIQUE MANAGEMENT SVC	495147	COLLECTION SERVICES	0	02/01/2019	03/11/2019	295.35
							295.35
001-150.000-720.350	Training & Co						
	US BANK CORPORATE PAYM	COSUGI	CONF REGISTRATION - LENTZ	0	02/15/2019	03/11/2019	450.00
							450.00
001-150.000-726.200	Telephone						
	VERIZON WIRELESS	9824015056	CELL SERVICE 1/11 - 2/10 - LIB	0	02/10/2019	03/11/2019	111.42
							111.42
001-150.000-727.200	R & M Buildir						
	ELECTRONIC SYSTEMS, INC	29383	FIRE ALARM INSPECTION	0	02/18/2019	03/11/2019	60.00
	HOWARD'S GLASS	48586	ADJUST FRONT DOORS CLOS	0	01/22/2019	03/11/2019	64.00
	NE DEPT.OF LABOR-ELEVAT	80070	ELEVATOR INSPECTION - LIBR	0	02/13/2019	03/11/2019	120.00
	NE FIRE SPRINKLER CORP.	4140	ANNUAL FIRE SPRINK INSPEC	0	02/11/2019	03/11/2019	205.00
	SPRING FRESH CLEANING S	3320	JANITORIAL SERVICE FEB 16-	0	02/22/2019	03/11/2019	1,575.00
	WAL-MART COMMUNITY	06494	DOORBELL FOR UPS ENTRAN	0	02/21/2019	03/11/2019	15.97
							2,039.97
001-150.000-729.050	Dues & Subs						
	HASTINGS DOWNTOWN CEI	2019	2019 MEMBERSHIP - LIBRARY	0	02/15/2019	03/11/2019	200.00
							200.00
001-150.000-729.149	Processing F						
	BAKER & TAYLOR, INC.	2034307636	BOOKS/PROCESSING	0	02/12/2019	03/11/2019	146.15
	BAKER & TAYLOR, INC.	2034317179	BOOKS/PROCESSING	0	02/13/2019	03/11/2019	26.05
	BAKER & TAYLOR, INC.	2034321383	BOOKS/PROCESSING	0	02/15/2019	03/11/2019	97.95
	BAKER & TAYLOR, INC.	2034289364	BOOKS / PROCESSING	0	02/06/2019	03/11/2019	159.05
	MIDWEST TAPE	96926042	MARC SERVICES	0	01/31/2019	03/11/2019	3.60
	MIDWEST TAPE	96926043	MARC SERVICES	0	01/31/2019	03/11/2019	57.60
	MIDWEST TAPE	96979989	AUDIOBOOK / PROCESSING	0	02/12/2019	03/11/2019	21.00
	MIDWEST TAPE	96979988	DVD'S / PROCESSING	0	02/12/2019	03/11/2019	63.40
	MIDWEST TAPE	97013357	DVD'S / PROCESSING	0	02/19/2019	03/11/2019	77.30
	MIDWEST TAPE	97013358	AUDIOBOOK / PROCESSING	0	02/19/2019	03/11/2019	14.00
							666.10
001-150.000-730.050	Office Suppli						
	BUSINESS WORLD PRODUC	020863	OFFICE SUPPLIES	0	02/14/2019	03/11/2019	59.92
	CORNHUSKER PRESS	P187965	COMMENT CARDS	0	02/13/2019	03/11/2019	69.76
	WAL-MART COMMUNITY	03742	POST IT NOTES/MAKERSPACE	0	02/11/2019	03/11/2019	11.52
							141.20
001-150.000-730.056	Library Make						
	WAL-MART COMMUNITY	03742	POST IT NOTES/MAKERSPACE	0	02/11/2019	03/11/2019	5.00
							5.00
001-150.000-730.115	Library Collec						

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	BAKER & TAYLOR, INC.	2034307636	BOOKS/PROCESSING	0	02/12/2019	03/11/2019	489.86
	BAKER & TAYLOR, INC.	2034317179	BOOKS/PROCESSING	0	02/13/2019	03/11/2019	86.74
	BAKER & TAYLOR, INC.	2034321383	BOOKS/PROCESSING	0	02/15/2019	03/11/2019	268.36
	BAKER & TAYLOR, INC.	COA102592852	CREDIT FOR OVERPAYMENT	0	09/18/2017	03/11/2019	-290.48
	BAKER & TAYLOR, INC.	COA102597897	CREDIT FOR OVERPAYMENT	0	10/02/2017	03/11/2019	-156.94
	BAKER & TAYLOR, INC.	DED102701958	NS18020334M - SUBSCRIPTIOI	0	03/30/2018	03/11/2019	1,900.00
	BAKER & TAYLOR, INC.	2034289364	BOOKS / PROCESSING	0	02/06/2019	03/11/2019	465.32
	BAKER & TAYLOR, INC.	2034318173	BOOKS	0	02/05/2019	03/11/2019	28.76
	BAKER & TAYLOR, INC.	NS19020070	SUBSCRIPTION/REVIEWS/GRI	0	02/04/2019	03/11/2019	995.00
	BLACKSTONE AUDIO INC	1090948	AUDIOBOOK	0	02/05/2019	03/11/2019	50.00
	BRODART CO	B5542614	GOLDEN SOWER BOOKS	0	02/11/2019	03/11/2019	81.84
	BRODART CO	B5548761	GOLDEN SOWER BOOKS	0	02/19/2019	03/11/2019	1,084.23
	GALE-CENGAGE LEARNING	66411973	BOOKS	0	02/04/2019	03/11/2019	38.92
	GALE-CENGAGE LEARNING	66460209	BOOKS	0	02/06/2019	03/11/2019	98.96
	GALE-CENGAGE LEARNING	66460698	BOOKS	0	02/06/2019	03/11/2019	47.23
	GALE-CENGAGE LEARNING	66458880	BOOKS	0	02/06/2019	03/11/2019	31.19
	GALE-CENGAGE LEARNING	66459975	BOOKS	0	02/06/2019	03/11/2019	37.48
	MIDWEST TAPE	96962065	DVD'S	0	02/08/2019	03/11/2019	26.98
	MIDWEST TAPE	96979989	AUDIOBOOK / PROCESSING	0	02/12/2019	03/11/2019	280.94
	MIDWEST TAPE	96979988	DVD'S / PROCESSING	0	02/12/2019	03/11/2019	365.82
	MIDWEST TAPE	97013357	DVD'S / PROCESSING	0	02/19/2019	03/11/2019	304.84
	MIDWEST TAPE	97013358	AUDIOBOOK / PROCESSING	0	02/19/2019	03/11/2019	164.96
	RECORDED BOOKS, LLC	76178579	HPL PORTION OF DIGITAL COI	0	02/01/2019	03/11/2019	711.83
	RECORDED BOOKS, LLC	76178575	ZINIO 1 YEAR MULTIUSE	0	02/05/2019	03/11/2019	977.90
	RECORDED BOOKS, LLC	76178507	RB DIGITAL ADULT/CHILD/EBO	0	02/05/2019	03/11/2019	1,727.28
	US BANK CORPORATE PAYM	AMAZON	CREDIT - RETURN BOOK	0	02/13/2019	03/11/2019	-165.07
	US BANK CORPORATE PAYM	AMAZON	BOOK	0	01/31/2019	03/11/2019	175.50
	US BANK CORPORATE PAYM	AMAZON	BOOKS	0	02/22/2019	03/11/2019	5.98
	US BANK CORPORATE PAYM	AMAZON	AMAZON PRIME MEMBERSHIP	0	02/22/2019	03/11/2019	119.00
	US BANK CORPORATE PAYM	AMAZON	BOOKS	0	02/22/2019	03/11/2019	14.98
	US BANK CORPORATE PAYM	AMAZON	PRIME - STUDENT FEE	0	02/12/2019	03/11/2019	6.94
	US BANK CORPORATE PAYM	AMAZON	EBOOKS	0	02/11/2019	03/11/2019	100.00
							10,074.35
001-150.000-737.200	Building Maint						
	SPRING FRESH CLEANING S	3320	JANITORIAL SERVICE FEB 16-	0	02/22/2019	03/11/2019	64.95
							64.95
							Total Dept. Library: 14,048.34
Dept: 220.000 911 center							
001-220.000-720.350	Training & Co						
	CENTRAL COMMUNITY COLI	1668531	EXCEL PART 1 - J. HALLETT	0	02/04/2019	03/11/2019	115.00
							115.00
001-220.000-726.200	Telephone						
	STATE OF NE - DAS STATE	1153467	STATE TELECOM - FEB 2019	0	02/21/2019	03/11/2019	704.00
							704.00
001-220.000-730.050	Office Suppli						
	WAL-MART COMMUNITY	08577	FILTERS/LINT ROLL/SCREEN C	0	02/20/2019	03/11/2019	50.45

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001-230.000-726.220	Pest Control						
	PRESTO-X	2098977	HPS PEST CONTROL	0	02/05/2019	03/11/2019	46.00
	PRESTO-X	2098975	LPS PEST CONTROL	0	02/05/2019	03/11/2019	47.00
							93.00
001-230.000-727.200	R & M Buildir						
	BEMAN'S APPLIANCE SERVI	19-0453	GAS OVEN INSPECTION	0	02/07/2019	03/11/2019	135.00
	MIDWEST ENGINES	15639	HPS GENERATOR MAINT	0	02/06/2019	03/11/2019	638.10
	MIDWEST ENGINES	15641	LPS GENERATOR MAINT	0	02/06/2019	03/11/2019	557.00
							1,330.10
001-230.000-727.400	R & M Comr						
	PLATTE VALLEY COMMUNIC	32268	RADIO REPAIR	0	02/07/2019	03/11/2019	692.37
							692.37
001-230.000-727.800	R & M Vehicl						
	MENARDS - HASTINGS	73646	SCRUB BRUSHES / COBRA 2 V	0	02/17/2019	03/11/2019	13.98
	PLATTE VALLEY COMMUNIC	32289	Q5 LIGHT BULBS	0	02/14/2019	03/11/2019	54.95
							68.93
001-230.000-731.250	Fuel & Oil						
	US BANK CORPORATE PAYM	PREMIER STOP	STATION FUEL	0	02/17/2019	03/11/2019	47.41
							47.41
001-230.000-731.300	Ammo-Badge						
	MC CORD/DELMAR M.//	599668	COLLAR BRASS	0	12/12/2018	03/11/2019	70.00
							70.00
001-230.000-737.200	Building Mair						
	MENARDS - HASTINGS	73166	CO ALARMS	0	02/08/2019	03/11/2019	59.76
							59.76
001-230.000-737.705	Shop Supplie						
	BIG G COMMERCIAL ACCOU	620267/1	BATTERIES	0	02/18/2019	03/11/2019	15.78
	MENARDS - HASTINGS	73646	SCRUB BRUSHES / COBRA 2 V	0	02/17/2019	03/11/2019	27.34
							43.12
Total Dept. Hastings Fire & Rescue:							3,025.24
Dept: 230.300 Ambulance Service							
001-230.300-731.350	Medical Supp						
	BOUND TREE MEDICAL LLC	83109007	MEDICAL SUPPLIES	0	02/08/2019	03/11/2019	84.00
	BOUND TREE MEDICAL LLC	83116792	MEDICAL SUPPLIES	0	02/18/2019	03/11/2019	248.00
	BOUND TREE MEDICAL LLC	83118214	MEDICAL SUPPLIES	0	02/19/2019	03/11/2019	191.76
	BOUND TREE MEDICAL LLC	83118215	MEDICAL SUPPLIES	0	02/19/2019	03/11/2019	79.90
	CORNHUSKER PRESS	P187936	PATIENT CARE NOTEPADS	0	02/11/2019	03/11/2019	498.28
							1,101.94
Total Dept. Ambulance Service:							1,101.94
Dept: 240.000 Police							
001-240.000-720.300	Professional						
	C D W GOVERNMENT, INC.	NJG42024	UNAPPLIED CREDIT	0	08/30/2017	03/11/2019	-977.08
	CBS - REPORTING SERVICE	378320	2 MONTHLY MEMBERSHIPS	0	01/31/2019	03/11/2019	8.30
	CBS - REPORTING SERVICE	378320	2 MONTHLY MEMBERSHIPS	0	01/31/2019	03/11/2019	10.00
	CELLEBRITE USA CORP	INVUS203335	RENEWAL	0	02/15/2019	03/11/2019	3,700.00
	GRACE'S LOCKSMITH SERV	60882	UNLOCK STOLEN VEHICLE - H	0	02/10/2019	03/11/2019	40.00
	JACHIM/BEATRIZ MARINO//	HPD258179	INTREPRET - 2 HR MIN	0	02/16/2019	03/11/2019	50.00
	MC MURRAY MOTORS & SAL	1219	TOW 1992 FORD RANGER	0	01/02/2019	03/11/2019	101.65
	NE PUBLIC HEALTH ENVIRO	509685	3 BAC TESTS	0	02/12/2019	03/11/2019	315.00
	WEEKS/CHRISTAL R.//	476633	4 PATCHES ON 2 SHIRTS	0	02/19/2019	03/11/2019	20.00
							3,267.87
001-240.000-720.350	Training & Co						

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	US BANK CORPORATE PAYM	PUMP & PANTRY	FUEL - YORK, NE	0	02/14/2019	03/11/2019	27.74
	US BANK CORPORATE PAYM	COURTYARD	LODGING - LAVISTA, NE	0	02/06/2019	03/11/2019	333.12
	US BANK CORPORATE PAYM	SUBWAY	MEAL - YORK, NE	0	02/06/2019	03/11/2019	7.40
	US BANK CORPORATE PAYM	CHICK-FIL-A	MEAL - OMAHA, NE	0	02/05/2019	03/11/2019	10.59
	US BANK CORPORATE PAYM	FRED PRYOR	2 LEADERSHIP TRAIN - TEAM I	0	02/18/2019	03/11/2019	498.00
	US BANK CORPORATE PAYM	AMAZON	TOURNQUETS	0	02/18/2019	03/11/2019	153.74
							1,030.59
001-240.000-721.050	Postage						
	US BANK CORPORATE PAYM	USPS	POSTAGE	0	02/07/2019	03/11/2019	14.90
	US BANK CORPORATE PAYM	USPS	POSTAGE	0	02/15/2019	03/11/2019	19.86
							34.76
001-240.000-724.050	Printing						
	ATLANTIS GLOBAL LLC	10487	THERMAL FAX PAPER	0	02/14/2019	03/11/2019	289.98
							289.98
001-240.000-726.200	Telephone						
	CHARTER COMMUNICATION	354530021519	FIBER INTERNET SERVICE - H	0	02/15/2019	03/11/2019	500.00
	WINDSTREAM COMMUNICA	ACT: 090212727	PHONE & LONG DIST SERVICE	0	02/06/2019	03/11/2019	138.04
							638.04
001-240.000-727.200	R & M Buildir						
	ENGINEERED CONTROLS, II	166403	R&R JACE	0	01/23/2019	03/11/2019	2,071.38
	ENGINEERED CONTROLS, II	166461	R&R GATEWAY	0	02/07/2019	03/11/2019	990.00
	HOWARD'S GLASS	48603	DOOR REPAIRS - HPD	0	01/24/2019	03/11/2019	64.00
	NE DEPT.OF LABOR-ELEVAT	80089	ELEVATOR INSPECTION - HPD	0	02/14/2019	03/11/2019	120.00
	OVERHEAD DOOR CO OF CI	38032	R&R BAY 3 GARAGE DOOR	0	02/12/2019	03/11/2019	130.84
	RUTT'S HEATING & AC	3655-3849	R&R TWO-WAY VC VALVES	0	01/14/2019	03/11/2019	480.45
	RUTT'S HEATING & AC	3655-3848	R&R TWO-WAY VC VALVES	0	02/06/2019	03/11/2019	284.12
	RUTT'S HEATING & AC	3655-3861	R&R DEFECTIVE VALVE	0	02/07/2019	03/11/2019	209.12
	US BANK CORPORATE PAYM	ORSCHLN	AIR HOSE	0	02/13/2019	03/11/2019	14.99
							4,364.90
001-240.000-727.800	R & M Vehicl						
	ACE AUTOMOTIVE, INC.	41067	OIL CHNG / ROTATE TIRES	0	02/08/2019	03/11/2019	51.98
	ACE AUTOMOTIVE, INC.	41069	OIL CHNG / ROTATE TIRES /	0	02/11/2019	03/11/2019	79.39
	ACE AUTOMOTIVE, INC.	41130	OIL CHANGE	0	02/20/2019	03/11/2019	39.98
	ACE AUTOMOTIVE, INC.	41131	OIL CHANGE	0	02/20/2019	03/11/2019	39.98
	FILL-N-CHILL	9782	JANUARY CARWASHES X 30 S	0	01/31/2019	03/11/2019	180.00
	FILL-N-CHILL	10024	JANUARY CARWASHES X 6 ST	0	01/31/2019	03/11/2019	36.00
	FILL-N-CHILL	9783	JANUARY CARWASHES X 14 S	0	01/31/2019	03/11/2019	84.00
	WAL-MART COMMUNITY	06550	ENVELOPES / PKG TAPLE / PE	0	02/14/2019	03/11/2019	9.76
							521.09
001-240.000-729.204	Heartland Pe						
	HEARTLAND PET CONNECT	MARCH 2019	MARCH 2019 PET CARE	0	03/01/2019	03/11/2019	4,333.33
							4,333.33
001-240.000-730.050	Office Suppli						
	QUILL CORPORATION	4881207	INK CARTRIDGE / TABLETS	0	02/06/2019	03/11/2019	187.98
	WAL-MART COMMUNITY	06550	ENVELOPES / PKG TAPLE / PE	0	02/14/2019	03/11/2019	28.72
	WAL-MART COMMUNITY	06781	SANITIZER / CLOROX WIPES //	0	02/18/2019	03/11/2019	52.90
							269.60
001-240.000-731.200	Food Supplie						
	WAL-MART COMMUNITY	06550	ENVELOPES / PKG TAPLE / PE	0	02/14/2019	03/11/2019	3.89
							3.89
001-240.000-731.407	Youth Activiti						
	US BANK CORPORATE PAYM	ETSY	KEYCHAINS	0	02/19/2019	03/11/2019	214.51
							214.51
001-240.000-731.700	Wearing App						

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	US BANK CORPORATE PAYM	AMAZON	TACLITE PRO PANTS	0	02/04/2019	03/11/2019	48.49
	US BANK CORPORATE PAYM	AMAZON	3 PR UNIFORM PANTS	0	12/04/2018	03/11/2019	145.47
							193.96
001-240.000-737.200	Building Mair						
	WAL-MART COMMUNITY	06781	SANITIZER / CLOROX WIPES / I	0	02/18/2019	03/11/2019	15.74
							15.74
001-240.000-737.215	Computer Sc						
	C D W GOVERNMENT, INC.	NJG42024	UNAPPLIED CREDIT	0	08/30/2017	03/11/2019	-187.07
	C D W GOVERNMENT, INC.	NBC9336	WIN OS UPG/OFFICE 2016	0	06/12/2018	03/11/2019	566.94
							379.87
001-240.000-738.055	Field Equipm						
	NE EYE CARE	P103	SAFETY GLASSES - N. HANSE	0	02/07/2019	03/11/2019	202.00
	PEAVEY COMPANY/LYNN//	354733	25 BLOOD KITS	0	02/19/2019	03/11/2019	133.75
	S.O.S. PORTABLE TOILET IN	40609	PORTABLE TOILET RENTAL - J	0	02/11/2019	03/11/2019	50.00
							385.75
001-240.000-743.700	Tools & Misc						
	JACK'S UNIFORMS & EQUIPI	78773A	VEST & CARRIER	0	02/01/2019	03/11/2019	974.22
							974.22
						Total Dept. Police:	16,918.10
Dept: 330.000 EPA mandates							
001-330.000-720.350	Training & Co						
	HASTINGS UTILITIES	VIVID INV20680	HAZWOPER 8-HR REF 1 YEAR	0	02/25/2019	03/11/2019	900.00
							900.00
001-330.000-729.400	EPA Legal Fe						
	SULLIVAN, SHOEMAKER PC,	7250.507	LEGAL EXP / EPA - SOUTH LF	0	02/22/2019	03/11/2019	213.20
							213.20
						Total Dept. EPA mandates:	1,113.20
Dept: 620.000 Airport							
001-620.000-727.800	R & M Vehicl						
	GRAHAM TIRE COMPANY-HA	1818089369	SILVERADO - 4 NEW TIRES - A	0	02/14/2019	03/11/2019	761.60
							761.60
001-620.000-737.705	Shop Supplie						
	ARAMARK UNIFORM SERVIC	1901353186	4X6 MATS/COVERALLS - TERM	0	02/18/2019	03/11/2019	25.55
							25.55
						Total Dept. Airport:	787.15
						tal Fund GENERAL FUND:	658,692.42
Fund: 090 I.T. FUND							
Dept: 000.000							
090-000.000-737.215	Computer Sc						
	C D W GOVERNMENT, INC.	NJH16039	CREDIT - DBL PAID INVOICE	0	09/07/2017	03/11/2019	-450.59
	C D W GOVERNMENT, INC.	NJH16039	CREDIT - DBL PAID INVOICE	0	09/07/2017	03/11/2019	-1,143.77
	C D W GOVERNMENT, INC.	NCT3071	WIN OS UPG/OFFICE 2019-STF	0	06/19/2018	03/11/2019	490.24
	C D W GOVERNMENT, INC.	NCT3085	WIN OS UPG/OFFICE 2016-AM	0	06/19/2018	03/11/2019	490.24
	C D W GOVERNMENT, INC.	QMM8975	VEEAM BACKUP AGENT	0	12/27/2018	03/11/2019	112.86
							-501.02
090-000.000-743.550	Computer Eq						
	C D W GOVERNMENT, INC.	QXV5388	DELL COMPUTERS FOR '18-19	0	02/04/2019	03/11/2019	13,440.00
	C D W GOVERNMENT, INC.	QZP2883	DELL COMPUTERS FOR '18-19	0	02/06/2019	03/11/2019	12,320.00
							25,760.00

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090-000.000-743.551	Computer Eq						
	C D W GOVERNMENT, INC.	QZZ6052	24 PORT NETWORK SWITCH -	0	02/07/2019	03/11/2019	1,228.32
	C D W GOVERNMENT, INC.	RCB9519	48 PORT NETWORK SWITCH -	0	02/12/2019	03/11/2019	2,281.30
							3,509.62
Total Dept. 000000:							28,768.60
Total Fund I.T. FUND:							28,768.60

Fund: 111 1999 BUSINESS IMPRC

Dept: 000.000

111-000.000-720.025	Administrative							
	US BANK CORPORATE PAYM		MAIN STREET NETWORK	NETWORK MEMBER FEE 2019	0	02/01/2019	03/11/2019	650.00
								650.00
111-000.000-720.300	Professional S							
	R A C INVESTMENTS	MARCH 2019	MARCH	DIRECTOR SALARY	0	03/01/2019	03/11/2019	1,750.00
								1,750.00
111-000.000-721.050	Postage							
	HASTINGS AREA CHAMBER	2245	JANUARY	COPIES/POSTAGE/F	0	02/15/2019	03/11/2019	2.60
								2.60
111-000.000-723.110	Public Improv							
	BIG G COMMERCIAL ACCOU	614049-1	TIES / BOLTS / DRILL BITS		0	11/11/2018	03/11/2019	42.89
	PARKS AND RECREATION DI	19-31	SUMMER 2019 ACTIVITY GUID		0	01/31/2019	03/11/2019	325.00
								367.89
111-000.000-724.050	Printing							
	HASTINGS AREA CHAMBER	2245	JANUARY	COPIES/POSTAGE/F	0	02/15/2019	03/11/2019	51.37
								51.37
111-000.000-726.200	Telephone							
	HASTINGS AREA CHAMBER	2245	JANUARY	COPIES/POSTAGE/F	0	02/15/2019	03/11/2019	67.00
								67.00
111-000.000-728.100	Rent							
	COMMUNITY REDEVELOPMI	MARCH 2019	MARCH	RENT	0	03/01/2019	03/11/2019	258.33
								258.33
111-000.000-729.150	Other Operat							
	HASTINGS UTILITIES	18690528-00	ELECTRIC/WATER/ST LIGHT - I		0	01/22/2019	03/11/2019	39.07
	HASTINGS UTILITIES	18691700-00	ELECTRIC/WATER/ ST LIGHT -		0	01/22/2019	03/11/2019	34.60
	WOODWARD'S DISPOSAL S	8841-921	JANUARY 2019 SERVICE - BID		0	01/27/2019	03/11/2019	25.00
								98.67
								3,245.86
Total Dept. 000000:								3,245.86
ESS IMPROVEMENT DIST:								3,245.86

Fund: 130 LIBRARY GRANT FUNI

Dept: 000.000

130-000.000-720.357 Library Progr								
US BANK CORPORATE PAYM	AMAZON	DR SUESS PROGRAM SUPPLI	0	02/14/2019	03/11/2019	10.48		
US BANK CORPORATE PAYM	AMAZON	PROGRAM SUPPLIES	0	02/14/2019	03/11/2019	6.99		
US BANK CORPORATE PAYM	AMAZON	DR SUESS PROGRAM SUPPLI	0	02/14/2019	03/11/2019	47.49		
WAL-MART COMMUNITY	03742	POST IT NOTES/MAKERSPACE	0	02/11/2019	03/11/2019	101.78		
WAL-MART COMMUNITY	06494	DOORBELL FOR UPS ENTRAN	0	02/21/2019	03/11/2019	16.00		
WAL-MART COMMUNITY	06494	DOORBELL FOR UPS ENTRAN	0	02/21/2019	03/11/2019	10.82		
							193.56	
130-000.000-743.550 Computer Ec								

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	C D W GOVERNMENT, INC.	QJS0337	DELL LAPTOP FOR LIBRARY	0	12/31/2018	03/11/2019	1,374.62
	C D W GOVERNMENT, INC.	QXJ8599	MICROSOFT OS UPGRADE-LIE	0	02/01/2019	03/11/2019	246.66
							1,621.28
						Total Dept. 000000:	1,814.84
						d LIBRARY GRANT FUND:	1,814.84
Fund: 134 DUNCAN/PARKS SALE							
Dept: 000.000							
134-000.000-742.300	Construction						
	MID-AMERICA GOLF&LANDS	1014044979	DUNCAN INFIELD TURF RENO	0	01/23/2019	03/11/2019	112,759.00
							112,759.00
						Total Dept. 000000:	112,759.00
						PARKS SALES TAX FUND:	112,759.00
Fund: 136 PARKS/REC SALES TAX							
Dept: 000.000							
136-000.000-742.300	Construction						
	OLSSON	322744	PROF SERVICES THRU 2/2/10	0	02/20/2019	03/11/2019	9,450.00
							9,450.00
						Total Dept. 000000:	9,450.00
						PARKS/REC SALES TAX FUND:	9,450.00
Fund: 140 AQUATICS CENTER FUND							
Dept: 000.000							
140-000.000-743.700	Tools & Misc						
	LINCOLN AQUATICS	68565292	ROBOTIC CLEANER	0	01/29/2019	03/11/2019	4,820.00
	LINCOLN AQUATICS	68565430	FILTER	0	02/01/2019	03/11/2019	207.00
							5,027.00
						Total Dept. 000000:	5,027.00
						AQUATICS CENTER FUND:	5,027.00
Fund: 170 MUSEUM FUND							
Dept: 170.100 Museum administrative							
170-170.100-721.050	Postage						
	CITY CLERK - PETTY CASH	USPS	POSTAGE - TRACKING	0	02/21/2019	03/11/2019	7.35
	MUSEUM - PETTY CASH	USPS	FILM GRTEE - OSCAR SHOR	0	01/31/2019	03/11/2019	500.00
	MUSEUM - PETTY CASH	USPS	ADD FUNDS TO MAILIN PERMI	0	02/21/2019	03/11/2019	400.00
	MUSEUM - PETTY CASH	USPS	POSTAGE DUE	0	02/21/2019	03/11/2019	1.36
							908.71
170-170.100-721.100	Shipping						
	BAKERS CANDIES INC.	30926	BULK ASSORTED CANDIES/SF	0	02/07/2019	03/11/2019	15.00
							15.00
170-170.100-723.050	Advertising						
	AMAZON CAPITAL SERVICES	19V3-31LC-R43W	48 PC KIDS MICROSCOPE SLII	0	02/11/2019	03/11/2019	19.99
	NATURE'S EDUCATORS	2038	TALON TALK - MARKETING (2)	0	02/18/2019	03/11/2019	300.00
							319.99
170-170.100-724.100	Film Print Co						
	MUSEUM - PETTY CASH	USPS	FILM GRTEE - OSCAR SHOR	0	01/31/2019	03/11/2019	1.25
	MUSEUM - PETTY CASH	USPS	FILM GRNTEE: RETURN MARY	0	02/21/2019	03/11/2019	2.50
							3.75

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
170-170.100-727.500	R & M Heavy K&G PLUMBING AND HEATING	19-237	SUMP PUMP REPAIRS	0	02/14/2019	03/11/2019	315.40
							315.40
170-170.100-728.150	Film Royalty ANAPURNA FILMS	VICE	4 SHOWINGS: VICE NET \$1040	0	02/18/2019	03/11/2019	416.00
	MUSEUM - PETTY CASH	USPS	FILM GRNTEE: RETURN MARY	0	02/21/2019	03/11/2019	450.00
	TWENTIETH CENTURY FOX	THE FAVOURITE	5 SHOWINGS: THE FAVOURITE	0	02/12/2019	03/11/2019	-250.00
	TWENTIETH CENTURY FOX	THE FAVOURITE	5 SHOWINGS: THE FAVOURITE	0	02/12/2019	03/11/2019	259.35
							875.35
170-170.100-730.050	Office Supplies AMAZON CAPITAL SERVICES	1JTK-YHRL-1W4X	DURABLE FILE TABS / FOLDEF	0	02/18/2019	03/11/2019	39.57
	AMAZON CAPITAL SERVICES	1WKP-Y3JX-7JG3	POCKET FOLDERS	0	02/20/2019	03/11/2019	42.99
							82.56
170-170.100-731.205	Concessions PEPSI-COLA BOTTLING CO.	6100006167	CONCESSIONS	0	02/19/2019	03/11/2019	102.00
							102.00
170-170.100-731.210	Store Merch BAKERS CANDIES INC.	30926	BULK ASSORTED CANDIES/SF-	0	02/07/2019	03/11/2019	243.00
	PENGUIN RANDOM HOUSE I	1086701638	STORE MERCH: WHO WAS...B	0	02/11/2019	03/11/2019	314.35
							557.35
170-170.100-731.408	Educational f AMAZON CAPITAL SERVICES	1QQY-CNYT-G69Q	MISC EDU SUPPLIES	0	02/21/2019	03/11/2019	242.56
	MENARDS - HASTINGS	73883	YARDSTICKS	0	02/21/2019	03/11/2019	24.50
	MUSEUM - PETTY CASH	WALGREENS	REIMBURSEMENT - RUSSANN	0	01/29/2019	03/11/2019	3.99
	WAL-MART COMMUNITY	08840	MISC EDU SUPPLIES	0	02/21/2019	03/11/2019	59.25
							330.30
170-170.100-737.100	Landscaping HASTINGS OUTDOOR POWE	19060	SNOWBLOWER SKIDS	0	02/20/2019	03/11/2019	114.98
							114.98
170-170.100-737.200	Building Maint EAKES OFFICE SOLUTIONS	7718638-0	12 - DEGREASER CLEANER	0	02/12/2019	03/11/2019	46.32
	MENARDS - HASTINGS	73724	MISC MAINT SUPPLIES	0	02/18/2019	03/11/2019	95.16
	WAL-MART COMMUNITY	08841	12PK CLEANING TOWELS	0	02/21/2019	03/11/2019	7.97
							149.45
170-170.100-737.210	Exhibit Suppl MENARDS - HASTINGS	73341	MISC SUPPLIES FOR CABIN	0	02/12/2019	03/11/2019	39.23
	MENARDS - HASTINGS	72703	MISC SUPPLIES FOR SHELL C	0	01/31/2019	03/11/2019	29.28
							68.51
170-170.100-737.212	Event Expen: MUSEUM - PETTY CASH	HVVEE	REIMBURSEMENT - RUSSANN	0	01/23/2019	03/11/2019	11.96
	MUSEUM - PETTY CASH	GIL LIQR MART	REIMBURSEMENT - RUSSANN	0	01/23/2019	03/11/2019	9.45
							21.41
Total Dept. Museum administration:							3,864.76
Total Fund MUSEUM FUND:							3,864.76
Fund: 171 MUSEUM SALES TAX I Dept: 000.000							
171-000.000-742.300	Construction GAYLORD BROS.	2583896	CLEAR PET CLAMSHELL DOMI	0	02/13/2019	03/11/2019	387.86
							387.86
Total Dept. 000000:							387.86

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ISEUM SALES TAX FUND:							387.86
Fund: 180 STREET FUND							
Dept: 000.000							
180-000.000-726.200	Telephone						
	VIAERO WIRELESS	ACT: 14809	PARKS CELL 2/21 - 3/20	0	04/09/2019	03/11/2019	2.88
							2.88
180-000.000-727.500	R & M Heavy						
	AUTO VALUE-HASTINGS	70NV011971	VOLTAGE REGULATOR #18	0	02/19/2019	03/11/2019	30.68
	CENTRAL NE BOBCAT	112373	WIRING HARNESS #50	0	02/12/2019	03/11/2019	185.18
	CENTRAL NE BOBCAT	112493	SEAT OVERRIDE #50	0	02/18/2019	03/11/2019	437.40
	FLEET PRIDE, INC.	20404083	BRAKE VALVE #46	0	02/12/2019	03/11/2019	184.96
	GARRETT TIRES AND TREAT	20004146	TIRE REPAIR #38	0	02/18/2019	03/11/2019	180.95
	KELLY SUPPLY COMPANY	15096732-0	RELIEF VALVE #23	0	02/14/2019	03/11/2019	57.78
	N A P A AUTO PARTS	849266	AXLE SEAL #64	0	02/14/2019	03/11/2019	44.68
	N A P A AUTO PARTS	849466	BRAKE HARDWEAR #22	0	02/14/2019	03/11/2019	26.99
	N A P A AUTO PARTS	849545	CALIPER BOLTS #22	0	02/15/2019	03/11/2019	5.98
	N A P A AUTO PARTS	850256	CREDIT	0	02/19/2019	03/11/2019	-32.97
	N A P A AUTO PARTS	849547	BRAKE HARDWEAR #22	0	02/15/2019	03/11/2019	59.99
	N A P A AUTO PARTS	849611	BATTERY - #30/#55/#43	0	02/15/2019	03/11/2019	461.44
	N A P A AUTO PARTS	849846	BRAKE CHAMBER #46	0	02/17/2019	03/11/2019	51.46
	N A P A AUTO PARTS	849847	BRAKE CLEVIS #46	0	02/17/2019	03/11/2019	0.77
	N A P A AUTO PARTS	850257	VOLTAGE REG #18	0	02/19/2019	03/11/2019	38.39
	N A P A AUTO PARTS	850543	BATTERY CABLES #18	0	02/20/2019	03/11/2019	13.98
	NE MACHINERY CO.	CUI617320	CUTTING EDGE #37	0	02/01/2019	03/11/2019	410.75
	PAVELKA TRUCK & TRAILER	29314	OIL COOLER #53	0	02/08/2019	03/11/2019	1,146.39
	TITAN MACHINERY INC - HA	12006176GP	REAR WINDOW #36	0	02/06/2019	03/11/2019	418.00
	UNIVERSAL HYDRAULICS, IN	25920	HYD HOSE #36	0	02/07/2019	03/11/2019	135.06
	UNIVERSAL HYDRAULICS, IN	25922	HYD HOSE #11	0	02/07/2019	03/11/2019	23.56
							3,881.42
180-000.000-729.150	Other Operat						
	MARY LANNING HEALTHCAF	REINING 9549	COMPANY DRUG/ALC TESTIN	0	01/23/2019	03/11/2019	50.00
	WPCI	S130323	DOT DRUG SCREEN - J. REINI	0	01/31/2019	03/11/2019	30.50
							80.50
180-000.000-731.250	Fuel & Oil						
	AUTO VALUE-HASTINGS	70NV011973	WASHER FLUID	0	02/19/2019	03/11/2019	39.60
	NUTRIEN AG SOLUTIONS IN	38044434	PROPANE 42 GAL	0	02/13/2019	03/11/2019	53.76
							93.36
180-000.000-731.700	Wearing App						
	ASK SUPPLY CO. LLC	20088	24 GLOVES W/LINERS & 24 W/	0	02/14/2019	03/11/2019	313.50
							313.50
180-000.000-737.705	Shop Supplie						
	AUTO VALUE-HASTINGS	70NV011403	BRAKE CLEAN	0	02/07/2019	03/11/2019	23.88
	N A P A AUTO PARTS	848560	SEALANT	0	02/11/2019	03/11/2019	7.27
							31.15
180-000.000-738.050	Hand Tools						
	FASTENAL COMPANY	NEHAS151665	STEPDRILL BIT	0	02/14/2019	03/11/2019	136.52
							136.52
180-000.000-743.715	Traffic Contrc						
	SOLARIGHT LIGHTING LLC	1446	6 SOLAR FLASHING STOP SIG	0	02/08/2019	03/11/2019	1,217.00
	TAPCO, INC.	I628131	2 SOLAR STOP SIGNS	0	02/11/2019	03/11/2019	2,820.00
							4,037.00
Total Dept. 000000:							8,576.33

INVOICE APPROVAL LIST BY FUND REPORT

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Total Fund STREET FUND:							8,576.33
Fund: 190 KENO BETTERMENT F							
Dept: 240.000 Police							
190-240.000-742.420	Departmenta HASTINGS FORD LINCOLN	2020 EXPLORERS	2 NEW CRUISERS W/TRADE IN	0	10/25/2018	03/11/2019	70,688.00
							70,688.00
Total Dept. Police:							70,688.00
KENO BETTERMENT FUND:							70,688.00
Fund: 366 BAN/STREET CONSTR							
Dept: 000.000							
366-000.000-742.529	2019-1 Utech ADAMS LAND TITLE	17010	SID 2019-1 - UTECHT CIRCLE	0	02/15/2019	03/11/2019	300.00
							300.00
Total Dept. 000000:							300.00
STREET CONSTRUCTION FUND:							300.00
Fund: 610 LANDFILL FUND							
Dept: 000.000							
610-000.000-720.300	Professional OLSSON	321523	LF FACILITY AIR QUALITY REP	0	02/11/2019	03/11/2019	450.00
	OLSSON	323021	HAST MSW LANDFILL PHASE 6	0	02/21/2019	03/11/2019	7,793.86
							8,243.86
610-000.000-726.100	Natural Gas MID-NEBRASKA LUBRICANT	542331	PROPANE - 324.5G - SOUTH SI	0	02/14/2019	03/11/2019	402.38
							402.38
610-000.000-727.500	R & M Heavy AUTO VALUE-HASTINGS	70NV011281	D7R FILTERS X 5	0	02/06/2019	03/11/2019	82.79
	IDEAL ELECTRIC, INC.	10313	INSTALL SCALE TRAFFIC LIGH	0	02/05/2019	03/11/2019	395.84
	N A P A AUTO PARTS	847993	#113 GRADER - CLEVIS PIN	0	02/07/2019	03/11/2019	4.19
	N A P A AUTO PARTS	849361	#114 TRANS LINE CLIP	0	02/14/2019	03/11/2019	11.24
	N A P A AUTO PARTS	847957	#113 GRADER - BATTERY	0	02/07/2019	03/11/2019	289.44
							783.50
610-000.000-727.600	R & M Office C D W GOVERNMENT, INC.	NBP1487	CRADLE POINT ROUTER	0	06/13/2018	03/11/2019	520.55
							520.55
610-000.000-727.800	R & M Vehicl GRAHAM TIRE COMPANY-HA	1818089311	#114 LF TIRE REPAIR - LANDFI	0	02/13/2019	03/11/2019	19.26
	GRAHAM TIRE COMPANY-HA	1818089271	#117 - 4 NEW TIRES - LANDFIL	0	02/14/2019	03/11/2019	783.60
	N A P A AUTO PARTS	847957	#113 GRADER - BATTERY	0	02/07/2019	03/11/2019	13.15
							816.01
610-000.000-731.250	Fuel & Oil COOPERATIVE PRODUCERS	118657	12-80OZ PWR SER SUPPLEME	0	02/08/2019	03/11/2019	147.48
	MID-NEBRASKA LUBRICANT	333812	YD DIESEL TANK 250.5 GAL 50	0	02/11/2019	03/11/2019	553.61
	MID-NEBRASKA LUBRICANT	333813	PIT DIESEL TANK 318.4G 50/50	0	02/11/2019	03/11/2019	703.66
	MID-NEBRASKA LUBRICANT	333835	YD DIESEL TANK 358.5 GAL 50	0	02/19/2019	03/11/2019	792.29
	MID-NEBRASKA LUBRICANT	333837	D7R DIESEL 181.7 GAL 50/50	0	02/19/2019	03/11/2019	401.56
	MID-NEBRASKA LUBRICANT	333838	PIT DIESEL TANK 400 GAL 50/5	0	02/19/2019	03/11/2019	884.00
	MID-NEBRASKA LUBRICANT	333836	E-10 UL YD TANK 143GAL	0	02/19/2019	03/11/2019	268.84
							3,751.44
610-000.000-731.700	Wearing App						

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	ARAMARK UNIFORM SERVIC	1901345144	MATS/COVERALLS - LANDFILL	0	02/11/2019	03/11/2019	28.21
	ARAMARK UNIFORM SERVIC	1901353185	MATS/COVERALLS - LANDFILL	0	02/18/2019	03/11/2019	28.21
							56.42
610-000.000-737.100	Landscaping						
	MENARDS - HASTINGS	73791	BLDG MAINT SUPPLIES	0	02/19/2019	03/11/2019	65.82
							65.82
610-000.000-737.200	Building Mair						
	MENARDS - HASTINGS	73791	BLDG MAINT SUPPLIES	0	02/19/2019	03/11/2019	51.31
							51.31
610-000.000-737.705	Shop Supplie						
	N A P A AUTO PARTS	847993	#113 GRADER - CLEVIS PIN	0	02/07/2019	03/11/2019	46.76
							46.76
610-000.000-738.050	Hand Tools						
	N A P A AUTO PARTS	847957	#113 GRADER - BATTERY	0	02/07/2019	03/11/2019	8.15
							8.15
610-000.000-743.500	Heavy Machi						
	U.S. BANCORP	378771083	ACT: 1617384 - PAYMENT #1	0	03/25/2019	03/11/2019	117,110.73
							117,110.73
						Total Dept. 000000:	131,856.93
						tal Fund LANDFILL FUND:	131,856.93

Fund: 710 SELF INSURED HEALT**Dept: 000.000**

710-000.000-720.480	Health Benef						
	AMERITAS LIFE INSURANCE	010-33752	DIV1 (NONUTIL) VISION INS 3/	0	03/01/2019	03/11/2019	1,730.84
	AMERITAS LIFE INSURANCE	010-33752	DIV2 (UTIL) VISION INS 3/2019	0	03/01/2019	03/11/2019	1,153.04
	MUTUAL OF OMAHA	883147944	DIV1 (NONUT) LIFE/ADD/VOLLI	0	03/01/2019	03/11/2019	3,205.79
	MUTUAL OF OMAHA	883147945	DIV 2 (UT) LIFE/ADD/VOL LIFE	0	03/01/2019	03/11/2019	2,869.38
	MUTUAL OF OMAHA	883147945	DIV 2 (UT) LONG TERM DISABI	0	03/01/2019	03/11/2019	4,581.30
							13,540.35
						Total Dept. 000000:	13,540.35
						INSURED HEALTH FUND:	13,540.35
						Grand Total:	1,048,971.95

Distribution Register by Check



From Check No.: 39941 To Check No.: 40050

Printed: 3/4/2019 16:32

From Check Date: 02/22/2019 - To Check Date: 03/04/2019

Check No	Supplier	Supplier Name	Invoice Number	Invoice Description	Invoice Amt	Charge Code	GL Amount
39941	24975	FEDEX	6-460-58096	DELIVERY SERVICE	91.11	1 45431	91.11
39942	32400	HASTINGS, CITY OF	022219	EMPLOYEE FLEXPLAN DEDUCTION:	4,934.24	1 61292	4,934.24
			300018 020819	BCBS HEALTH & DENTAL INS JAN	405,498.94	1 62414	405,498.94
			300018 020819-1	DISCOVERY BENEFIT ACCOUNT FE	83.60	1 69260	83.60
					410,516.78		410,516.78
39943	70300	STATE DISBURSEMENT UNIT	CO1482539 022219	REMIT GARNISHMENT	248.00	1 62410	248.00
39944	52800	NE DEPT OF HEALTH & HUMAN SE	PWS 3100101-HAS WELL 25	REVIEW FEE	800.00	1 30364	800.00
39945	77050	VERIZON WIRELESS	9823994770	MACHINE TO MACHINE SHARING	175.55	1 69180	102.79
						2 25700	72.76
					175.55		175.55
39946	03625	ALSTOM POWER INC.	95779585	FREIGHT CHARGES	30.00	2 25124	30.00
39947	04275	AMERICAN FENCE COMPANY, INC	14098	INSTALL NEW GATE PHOTO EYES	1,926.00	1 69330	426.00
			14115	REPAIR GATE	211.00	1 69330	1,500.00
					211.00	2 75115	211.00
					2,137.00		2,137.00
39948	05750	ANSTINE FIRE EQUIPMENT	3815	HOSE CLAMPS	19.26	1 61630	19.26
39949	05760	ANYTIME FITNESS	030119	FEB EMPLOYEE DEDUCTION - AF	118.26	1 62418	118.26
39950	06175	ARAMARK	001901312080	RUG & LAUNDRY SERVICE	16.30	1 45450	16.30
			001901319990	RUG & LAUNDRY SERVICE	16.30	1 45450	16.30
			001901335821	RUG & LAUNDRY SERVICE	16.30	1 45450	16.30
			1901343650	RUG & LAUNDRY SERVICE	16.30	1 45450	16.30
			1901351678	RUG & LAUNDRY SERVICE	16.30	1 45450	16.30
			1901353193	RUG & LAUNDRY SERVICE	85.44	1 69330	76.13
						2 25060	9.31
			1901353194	RUG & LAUNDRY SERVICE	17.55	1 61630	17.55
			1901354861	RUG & LAUNDRY SERVICE	48.21	2 25065	48.21
			1901359527	RUG & LAUNDRY SERVICE	16.30	1 45450	16.30
			1901361070	RUG & LAUNDRY SERVICE	88.54	1 69330	79.23
						2 25060	9.31
			1901361071	RUG & LAUNDRY SERVICE	17.55	1 61630	17.55
			1901362743	RUG & LAUNDRY SERVICE	48.21	2 25065	48.21
					403.30		403.30
39951	06710	ATLAS COPCO COMPRESSORS LL	1119039524	DRAIN VALVE KIT	242.84	2 25145	242.84
			1119072854	AIR DRYER FILTERS	3,291.99	2 25145	1,500.00
						2 25145	1,791.99
					3,534.83		3,534.83
39952	07530	BANKSON, DOYLE	022119	BOOT REIMBURSEMENT	107.00	2 79275	107.00
39953	08100	BEARING DISTRIBUTORS	9500475202	SEALS	29.22	2 25125	29.22
			9500478549	CLEANING SOLUTION	1,710.81	2 75065	210.81
						2 75065	1,500.00
			9500486158	BELTS	428.55	2 25126	428.55
					2,168.58		2,168.58
39954	08115	BEAUTY AND THE BEAST FITNESS	030119	FEB EMPLOYEE DEDUCTION - B&B	136.96	1 62418	136.96
39955	08925	BIG G	K20746/1	HIP WADERS	179.72	1 61561	179.72
			K20747/1	ICE SCRAPERS, SCREWS	28.13	1 15750	9.14
						1 35522	8.46
						1 69020	10.53
					207.85		207.85
39956	11500	CAPITAL BUSINESS SYSTEMS, INC	24281557	COPIER LEASES	679.80	1 61630	211.63
						2 75065	468.17
					679.80		679.80
39957	13610	CINTAS CORPORATION	449734465	UNIFORM SERVICE	209.94	1 49270	11.72
						1 69270	4.63
						2 29270	193.59
			449734469	UNIFORM SERVICE	154.47	2 79275	154.47
			449735594	UNIFORM SERVICE	209.94	1 49270	11.72
						1 69270	4.63

Distribution Register by Check



From Check No.: 39941 To Check No.: 40050

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From Check Date: 02/22/2019 - To Check Date: 03/04/2019

Check No	Supplier	Supplier Name	Invoice Number	Invoice Description	Invoice Amt	Charge Code	GL Amount
			449735598	UNIFORM SERVICE	154.47	2 29270	193.59
					728.82	2 79275	154.47
							728.82
39958	14075	CLYDE BERGEMANN INC.	IA107504-19	FLEX COUPLINGS	116.80	2 25125	116.80
39959	14810	CHC OF NEBRASKA	030119	FEB EMPLOYEE DEDUCTION-CHC-N	406.00	1 62418	406.00
39960	15625	CONSOLIDATED WATER SOLUTIONS	19242	REPAIR RO PUMP	3,449.83	2 25125	1,500.00
					3,449.83	2 25125	1,949.83
							3,449.83
39961	16695	CORE & MAIN LP	K078966	FIRE HYDRANT REPAIR KITS	1,517.70	1 61561	1,517.70
39962	18250	D J GONGOL & ASSOCIATES INC	13232	SWING CHECK VALVE	8,268.53	1 45460	1,181.27
			13250	SWING CHECK VALVE	(7,087.26)	1 61632	7,087.26
					1,181.27	1 61632	(7,087.26)
							1,181.27
39963	19150	DEJONGE, BRANDON	021819	BOOT REIMBURSEMENT	117.69	1 39270	117.69
39964	19225	DELKEN PRESS	20357 022719	PRINTED MATERIAL	483.64	1 69060	483.64
39965	20725	DRACO MECHANICAL SUPPLY INC	459291-001	GASKET MATERIAL	532.76	2 75125	532.76
39966	21375	DUTTON-LAINSON COMPANY	793111-2	POLE TOP PINS	272.86	2 21561	272.86
			795803-1	DEADEND CLAMPS	2,519.34	2 21561	2,519.34
			795805-1	WIRE	54,812.02	2 21561	54,812.02
			796060-1	METER SOCKETS	668.10	2 21561	668.10
			S6354-1	WIRE	288.16	1 61561	288.16
			S6354-2	TEST STATION BOXES, CONNECTO	168.78	1 35580	168.78
			S6584-1	EZ-WRAP SPOOL TIES	908.44	2 21561	908.44
			S6732-1	CABLE	1,950.19	2 25135	450.19
					61,587.89	2 25135	1,500.00
							61,587.89
39967	21975	EAKES OFFICE EQUIPMENT	7711017-0	DRY ERASE BOARD	406.59	1 69203	406.59
			7722115-0	STACKABLE PAPER TRAYS	25.62	1 39210	25.62
			7730827-0	PAPER PUNCH	18.50	1 69180	18.50
					450.71		450.71
39968	24975	FEDEX	6-468-20907	DELIVERY SERVICE	117.25	1 35079	117.25
39969	30075	GRAINGER	9103465390	SAFETY GOGGLES	101.18	2 79275	101.18
39970	30775	GROEBNER	376145	TOOLS, MISC PARTS	2,583.11	1 15750	1,083.11
					2,583.11	1 15750	1,500.00
							2,583.11
39971	32225	HASTINGS AREA CHAMBER OF CC	022119	RETIREMENT GIFT	150.00	1 69260	150.00
39972	32400	HASTINGS, CITY OF	000862106614 020	MUTUAL/OMAHA LIFE&DISAB FEB	7,435.23	1 19260	570.77
						1 39260	426.76
						1 49260	266.91
						1 62403	1,227.10
						1 69260	1,477.85
						2 29260	882.53
						2 29265	2,583.31
			020119	EMPLOYEE VISION INSURANCE FEE	1,182.28	1 62402	1,182.28
			665285	EMPLOYEE AFLAC DEDUCTION FEE	6,993.66	1 62414	6,993.66
					15,611.17		15,611.17
39973	32425	HASTINGS, CITY OF	030119	COMBINED BOND PAYMENT FUND	150,723.00	1 61322	150,723.00
39974	32525	HASTINGS, CITY OF		IN LIEU OF TAXES	254,256.00	1 14080	27,481.00
						1 34080	27,474.00
						1 44080	21,477.00
						2 24080	177,824.00
					254,256.00		254,256.00
39975	32725	HASTINGS ECONOMIC DEVELOPM		2019 AGREEMENT	10,416.00	1 69230	10,416.00
39976	33105	HASTINGS OUTDOOR POWER, LLC	19068	FUEL CAP	7.48	1 61630	7.48

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Check No	Supplier	Supplier Name	Invoice Number	Invoice Description	Invoice Amt	Charge Code	GL Amount
39977	33635	HEALTH MANAGEMENT SYSTEMS	2019-1657	EAP SERVICES	223.74	1 69260	223.74
39978	34440	HERMANN, RODNEY	022019	BOOT REIMBURSEMENT	133.75	2 79275	133.75
39979	34900	HM CRAGG COMPANY	0216385-IN	BATTERY TERMINAL COVERS	382.97	2 25115	382.97
39980	36675	I B T, INC.	7415015	GASKETS	74.69	2 25120	74.69
39981	37050	IDEA BANK MARKETING	INV-8484	VIMEO SUBSCRIPTION & MULTI-DOI	1,280.00	1 69210	1,280.00
39982	39350	J & L YARD AND TREE SERVICE	21487 022719	TREE TRIMMING & REMOVAL	6,900.00	2 25830	1,500.00
					6,900.00	2 25830	5,400.00
							6,900.00
39983	39480	J-SPOT SERVICES, LLC	19038	LOCATING SERVICES	1,218.75	1 60472	1,218.75
39984	40875	K T HEATING & AIR COND. INC.	1110-51207	FAN SHAFT & BEARINGS	745.00	1 45453	745.00
39985	41325	KELLY SUPPLY CO.	15096330-0	GAS VALVE	627.87	1 45452	627.87
			15096570-0	FIBERGLASS LADDER	2,100.28	1 69330	600.28
					2,728.15	1 69330	1,500.00
							2,728.15
39986	42200	KRAFTZIK, MICHAEL	022519	BOOT REIMBURSEMENT	90.95	1 19270	90.95
39987	42375	KRIHA FLUID POWER CO. INC.	00360222	O-RINGS	167.18	2 25135	167.18
39988	42425	KRIZ-DAVIS COMPANY	917165874	PLC SYSTEM TRAINING	4,180.00	2 79225	1,500.00
			917174218	FEMALE ADAPTERS	104.86	2 79225	2,680.00
			917174219	GAUGE COVER KIT	27.21	2 21561	104.86
			917174221	OUTLET COVERS	14.31	2 25930	27.21
			917183263	ROCKWELL TRAINING	2,090.00	2 21561	14.31
						1 49220	590.00
						1 49220	1,500.00
			917192557	VIEW ME PROGRAMMING CLASS	2,090.00	1 49220	590.00
						1 49220	1,500.00
			917220704	SOFTWARE/HARDWARE SUPPORT	5,265.51	2 75125	1,500.00
						2 75125	3,765.51
			917220705	LED FLAT PANEL LIGHTS	713.65	1 69330	713.65
			917220706	PHONE CASE	22.26	2 25820	22.26
					14,507.80		14,507.80
39989	42700	KYLE, KENNETH	022519	EMERGENCY SNOW REMOVAL MEA	8.21	1 69330	8.21
39990	44325	LINWELD	19176042	EPA GAS	339.25	2 25128	339.25
			19197795	HYDROGEN	1,335.90	2 75055	1,335.90
			19225136	SLIM TAPER FILES	24.08	1 61561	24.08
			19225202	NITROGEN	73.97	2 25020	73.97
			19234750	TELEMETRY SYSTEM	81.10	2 75055	81.10
			19289245	NITROGEN	24.31	2 25055	24.31
			51421053	FEBRUARY CYLINDER RENTAL	378.95	1 15491	13.48
						1 15673	17.98
						1 15750	51.68
						1 45430	9.63
						2 25020	43.34
						2 25050	33.71
						2 25055	21.67
						2 25125	8.99
						2 25128	56.34
						2 25140	21.67
						2 25820	4.82
						2 75025	4.49
						2 75055	4.82
						2 75065	69.80
						2 75125	4.49
						2 75135	12.04
					2,257.56		2,257.56
39991	44350	LINCOLN WINWATER CO.	059669 00	VALVE BOX EXTENSIONS	378.78	1 61561	378.78
39992	45725	MONTE MALOUF JR. & ASSOC.	IN-33611	LIME/SCALE REMOVER	60.57	1 61561	60.57
39993	46175	MARY LANNING MEMORIAL HOSPI	800039849 021919	EMPLOYEE DRUG TESTING	140.00	1 19300	50.00

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Check No	Supplier	Supplier Name	Invoice Number	Invoice Description	Invoice Amt	Charge Code	GL Amount
						1 39300	25.00
						1 69300	40.00
						2 29300	25.00
					140.00		140.00
39994	46422	MCCARTER & ENGLISH LLP	8226658	LEGAL SERVICES	6,857.00	1 19230	6,857.00
39995	46675	MCMaster-CARR SUPPLY CO.	87549526	WELDING RODS, LEVELING MOUNT	115.21	2 75065	115.21
39996	48675	MID-NEBRASKA LUBRICANTS	350878	DIESEL FUEL	4,110.82	1 61511	4,110.82
39997	49925	MITCHELL INSTRUMENT CO., INC.	022619W01	VOLTAGE METERS	2,105.39	2 25064	605.39
					2,105.39	2 25064	1,500.00
							2,105.39
39998	50600	MORGAN AM&T	1363586	GENERATOR BRUSHES	1,425.72	2 25135	11.60
					1,425.72	2 25135	1,414.12
							1,425.72
39999	51375	MUNICIPAL SUPPLY INC OF NEBR	0718920-IN	CHAINWHEEL, CHAIN	318.86	1 45422	298.00
			0719029-CM	SALES TAX CREDIT	(20.86)	1 61632	20.86
					298.00	1 61632	(20.86)
							298.00
40000	52305	NALCO WATER	86618363	COAL TREATMENT	613.41	2 22324	613.41
40001	52475	NATIONAL PUBLIC GAS AGENCY	021923001	APGA DUES	8,803.05	1 19300	8,803.05
40002	52525	NATIONAL SAFETY COUNCIL	2137571	ANNUAL MEMBERSHIP DUES	754.00	1 69270	754.00
40003	52825	NDEQ - FISCAL SERVICES	031119 WELL 8 AQ	AIR QUALITY CP APPLICATION FEE	250.00	1 30363	250.00
40004	53925	NEBRASKA EYE CARE	020719	PRESCRIPTION SAFETY GLASSES	308.00	2 29270	308.00
			020819	PRESCRIPTION SAFETY GLASSES	195.00	1 39270	195.00
			021219	PRESCRIPTION SAFETY GLASSES	294.00	1 69270	294.00
			022519	PRESCRIPTION SAFETY GLASSES	303.00	2 29270	303.00
			030419	PRESCRIPTION SAFETY GLASSES	208.00	2 79275	208.00
			34817	PRESCRIPTION SAFETY GLASSES	200.00	1 69270	200.00
					1,508.00		1,508.00
40005	56600	OLD DOMINION FREIGHT LINE INC	19500701370	FREIGHT CHARGES	121.34	2 25125	121.34
40006	56625	O'KEEFE ELEVATOR CO., INC.	00486789	ELEVATOR MAINTENANCE	246.48	2 25110	246.48
40007	56725	OLSSON ASSOCIATES	322240	PLATFORMS	766.00	2 20696	766.00
			322241	MISC & WATER PUMP PLATFORMS	12,019.00	2 20695	1,500.00
						2 20695	9,827.00
						2 20697	692.00
					12,785.00		12,785.00
40008	56925	OMAHA VALVE & FITTING CO.	1477	BOILER FITTINGS	740.55	2 75125	740.55
			1765	GAUGE	70.40	2 75125	70.40
			2191	BOILER FITTINGS	97.02	2 75125	97.02
			2192	BOILER FITTINGS	89.68	2 75125	89.68
					997.65		997.65
40009	59925	POSTMASTER	022719	POSTAGE	6,000.00	1 69170	6,000.00
40010	60675	PRESTO-X-COMPANY	2278488	PEST CONTROL SERVICES	525.00	1 45470	525.00
40011	61325	PROTEX CENTRAL INC	103263	BURGLAR ALARM/SECURITY INSPEI	85.00	1 69030	85.00
40012	63275	RAYNOR DOORS OF CE. NEBR., IN	26796	INSTALL OVERHEAD DOOR	1,837.00	1 15451	337.00
					1,837.00	1 15461	1,500.00
							1,837.00
40013	63725	RELCO FINANCE, INC.	L110250	LOCOMOTIVE LEASES	4,833.60	2 95015	4,833.60
40014	63775	RELCO LOCOMOTIVES, INC.	LEM0000427	LOCOMOTIVE MAINTENANCE	1,907.00	2 95015	1,907.00
			LNE0000131	LOCOMOTIVE PARTS	264.30	2 95015	264.30
			LNE0000132	LOCOMOTIVE PARTS	2,043.25	2 95015	2,043.25
					4,214.55		4,214.55
40015	64850	RUSSELL, TOM	021819	BOOT REIMBURSEMENT	112.34	2 79275	112.34

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40016	65675	SALVATION ARMY	022819	SHARE SOME WARMTH COLLECT D	520.33	1 62328	520.33
40017	66125	SCHERBARTH, BRENDEN	022619	BOOT REIMBURSEMENT	85.59	1 19270	85.59
40018	67325	SERVI-TECH, INC.	H-974113	NPDES PERMIT SAMPLING	104.16	1 45431	104.16
			H-974166	WATER TESTING	63.36	2 25065	63.36
			H-974167	WATER TESTING	42.24	2 25065	42.24
			H-974171	WATER TESTING	973.02	1 35079	973.02
			H-974179	WATER TESTING	6.30	1 35531	6.30
			H-974185	WATER TESTING	6.30	1 35531	6.30
					1,195.38		1,195.38
40019	68030	SHUCK, TIM	022019	EMERGENCY SNOW REMOVAL MEA	5.34	1 69330	5.34
40020	68045	SICK, INC	6000121094	UV LAMPS W/SCREENS	4,729.55	2 25128	1,500.00
			6000123950	PUMP DISCHARGE HOSES	301.10	2 25128	3,229.55
					5,030.65	2 75128	301.10
							5,030.65
40021	69175	SOUTHERN POWER DISTRICT	4908002 022819	MAXON AVE POWER	1,339.07	1 45026	1,339.07
			4908003 022819	HWY 6 & BLAINE LIGHTS	69.80	1 55850	69.80
					1,408.87		1,408.87
40022	69275	SPADY, JERRY CHEVY GMC CADIL	144610	ARMREST	82.19	1 61842	82.19
40023	70950	STORAGE BATTERY SYSTEMS	714406	SINGLE CELL BATTERY CHARGER	624.00	2 25820	624.00
40024	71470	SUNBELT RENTALS	87200383-0001	MANLIFT RENTAL	3,760.72	2 95126	1,500.00
					3,760.72	2 95126	2,260.72
							3,760.72
40025	72575	TECH PRODUCTS, INC.	84674	TRAILER TAGS	116.73	1 61847	116.73
40026	73115	TERRASOURCE GLOBAL CORP	149121 RI	FORGED RING HAMMERS & SUSPEI	12,068.85	2 95126	1,500.00
					12,068.85	2 95126	10,568.85
							12,068.85
40027	73175	TEST AMERICA INC.	3100007609	WATER TESTING	380.00	1 35079	380.00
			3100008514	WATER TESTING	555.50	1 35079	555.50
			3100008766	PCF NPDES PERMIT SAMPLES	123.75	1 45431	123.75
			3100008942	WATER TESTING	87.50	2 25065	87.50
			3100009072	WATER TESTING	332.00	1 35079	332.00
					1,478.75		1,478.75
40028	73575	THOMSEN OIL CO	265246	DIESEL FUEL	2,703.96	2 95015	1,203.96
			265250	DIESEL FUEL	1,734.71	2 95015	1,500.00
			265257	DIESEL FUEL	2,642.91	2 95015	234.71
			265260	DIESEL FUEL	2,556.77	2 95015	1,500.00
					9,638.35	2 95015	1,142.91
							1,500.00
							1,056.77
							1,500.00
							1,500.00
							1,500.00
							1,500.00
40029	74645	TRAUSCH DYNAMICS	B90380530	REPAIR KIT	767.17	2 25125	767.17
40030	75375	U S A BLUE BOOK	813854	SONOSCOPE LEAK DETECTOR	36.10	1 35522	36.10
40031	76275	UNITED WAY OF SOUTH CENTRAL	030119	FEB EMPLOYEE DEDUCTION - UW	935.00	1 62418	935.00
40032	76325	UNIVAR USA INC.	OM913554	SULFURIC ACID	5,737.41	2 25055	1,500.00
					5,737.41	2 25055	4,237.41
							5,737.41
40033	77458	VIVID LEARNING SYSTEMS	INV20680	ON LINE SAFETY TRAINING	1,700.00	1 69270	200.00
			INV20681	ONLINE SAFETY COURSES	19,050.00	1 69270	1,500.00
					20,750.00	1 69270	19,050.00
							20,750.00
40034	77790	W C ENTERPRISES INC	321	POND ASH REMOVAL	23,963.00	2 25015	23,963.00
			322	DIG OUT ASH POND	2,562.50	2 95015	1,062.50
			323	DIG OUT ASH POND	3,450.00	2 95015	1,500.00
						2 95015	1,500.00

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			324	DIG OUT POND ASH	5,125.00	2 95015	1,950.00
						2 95015	1,500.00
						2 95015	3,625.00
			325	DIG OUT POND ASH	24,900.00	2 95015	1,500.00
						2 95015	23,400.00
					60,000.50		60,000.50
40035	79125	WELLS FARGO BANK NEBRASKA	19010001266	E-BOX FEES	1,503.55	1 69030	1,503.55
40036	80275	WOODWARD'S DISPOSAL SERVIC	NO8848-1747	GARBAGE DISPOSAL	895.50	1 45421	895.50
			NO8848-1748	GARBAGE DISPOSAL	203.00	2 75065	203.00
			NO8848-1749	GARBAGE DISPOSAL	142.50	1 61630	142.50
					1,241.00		1,241.00
40037	80325	WORMUTH, JEFF	022519	BOOT REIMBURSEMENT	229.50	1 19270	229.50
40038	80425	Y M C A	030119	FEB EMPLOYEE DEDUCTION - YMC	902.60	1 62418	902.60
40039	80525	YANT EQUIPMENT, INC.	L107216	REPAIR FUEL PUMPS	917.70	1 61630	917.70
40040	80765	YOURMEMBERSHIP.COM, INC.	R40734905	ELECTRICAL ENGINEER AD	238.50	1 69300	238.50
40041	80825	ZAREK, SUSAN	022519	BOOT REIMBURSEMENT	69.55	1 69270	69.55
40042	R5031	STATE OF NEBRASKA	02051130-38	CUSTOMER REFUND	178.94	1 61841	178.94
			03120084-16	CUSTOMER REFUND	400.00	1 61841	400.00
			10381052-23	CUSTOMER REFUND	402.30	1 61841	402.30
					981.24		981.24
40043	R5032	STATE OF NEBRASKA	04151003-38	CUSTOMER REFUND	170.93	1 61841	170.93
40044	R5033	DJB FARMS INC.	022619	CUSTOMER INCENTIVE - SOIL SAMF	487.50	1 35571	487.50
40045	R5034	BILL GROUND		CUSTOMER INCENTIVE - SOIL SAMF	607.50	1 35571	607.50
40046	R5035	MCLEOD RLG INC		CUSTOMER INCENTIVE - SOIL SAMF	746.71	1 35571	746.71
40047	R5036	WILLIAM M MCLEOD		CUSTOMER INCENTIVE - SOIL SAMF	382.79	1 35571	382.79
40048	R5037	ERIN PUHALLA	17653130-05	CUSTOMER REFUND	63.70	1 61841	63.70
40049	R5038	WENDY J CONTRERAS	20750232-09	CUSTOMER REFUND	244.67	1 61841	244.67
40050	R5039	HORVATH TOWERS III	20750569-00	CUSTOMER REFUND	81.36	1 61841	81.36
Check Report Total					1,148,919.97		

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ACH PAYMENTS

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Check No	Supplier	Supplier Name	Invoice Number	Invoice Description	Invoice Amt	Charge Code	GL Amount
602998	30575	GREAT WEST LIFE	022219	PENSION DEPOSIT	45,970.18	1 62415	45,970.18
			022219-1	EMPLOYEE DEFERRED COMP	6,379.60	1 62417	6,379.60
			022219-2	ROTH CONTRIBUTIONS	9,093.05	1 62417	9,093.05
					61,442.83		61,442.83
602999	34375	HERITAGE BANK	022819	INTERNET FEES	15.00	1 69210	15.00
603000	53775	NEBRASKA CHILD SUPPORT	022219	REMIT CHILD SUPPORT	2,998.50	1 62410	2,998.50
603001	76225	UNITED STATES TREASURY		FIT & FICA WITHHOLDING	144,758.38	1 62411	61,908.19
					144,758.38	1 62413	82,850.19
							144,758.38
603002	07220	B P ENERGY	1490205	GAS PURCHASES	473,415.83	1 62321	473,415.83
603003	10400	BURLINGTON NORTHERN/SANTA I	232162326	COAL FREIGHT CHARGE	165,212.52	2 22324	165,212.52
603004	45205	M & T BANK-457	022219	EMPLOYEE DEFERRED COMP	535.00	1 62417	535.00
603005	58550	PEABODY ENERGY	5000056932	COAL	101,717.85	2 22324	101,717.85
603006	72300	TALLGRASS INTERSTATE GT, LLC	TIG012019238018	GAS PIPELINE TRANSPORTATION	89,799.05	1 62321	89,799.05
603013	75415	U S BANK	5902 0023 6525 02	RR DONNELLEY 1099 FORMS ENVE	165.27	1 69210	165.27
			5903 0011 5017 02	HIS GLOBAL ASME TDP-1 DOC ENG	90.96	1 69180	90.96
			5903 0011 5017 02	CORNERSTONE CONFERENCE ZEIK	35.00	2 29220	35.00
			5903 0011 5017 02	APPA ADVERTISE ELEC ENG POSIT	265.00	1 69300	265.00
			5903 0022 0783 02	AMAZON CAR CHARGER	52.00	1 69190	52.00
			5904 0021 7085 02	PIZZAWEST NACE CONF MEAL	54.26	1 19220	54.26
			5904 0021 7085 02	TEXAS ROADHOUSE NACE CONF M	81.39	1 19220	81.39
			5904 0021 7085 02	EMBASSY SUITES NACE CONF LOD	328.42	1 19220	328.42
			5904 0021 7085 02	EMBASSY SUITES NACE CONF LOD	328.42	1 69220	328.42
			5904 0021 7085 02	EMBASSY SUITES NACE CONF LOD	328.42	1 69220	328.42
			5904 0021 7085 02	EMBASSY SUITES USERS GRP LOD	162.17	2 29220	162.17
			5904 0021 7085 02	GOOD LIFE BAR&GR USERS GRP M	4.82	2 29220	4.82
			5904 0021 7085 02	PUMP & PANTRY FUEL	28.01	2 29220	28.01
			5905 0021 4222 02	HONEST ABE BURGERS CONF MEA	41.73	1 69220	41.73
			5905 0021 4222 02	EMBASSY SUITES CONF LODGING	957.42	1 69220	957.42
			5905 0021 4222 02	OLD CHICAGO CONF MEALS	49.20	1 69220	49.20
			5905 0021 4222 02	JERSEY MIKE'S SUBS CONF MEALS	30.05	1 69220	30.05
			5905 0021 4222 02	CITY OF LINCOLN CONF PARKING	23.75	1 69220	23.75
			5905 0021 4222 02	EMBASSY SUITES BOTTLED WATER	3.00	1 69220	3.00
			5906 0021 2043 02	RAMADA PIPELINE SAFETY MEALS	31.94	1 19220	31.94
			5906 0021 2043 02	DOOZY'S PIPELINE SAFETY MEALS	16.05	1 19220	16.05
			5906 0021 2043 02	HUSKER STKHOUSE PIPELINE MEA	79.18	1 19220	79.18
			5906 0021 2043 02	SKEETER BARNES PIPELINE MEALS	43.00	1 19220	43.00
			5906 0021 2043 02	DUSTER'S PIPELINE SAFETY MEALS	44.66	1 19220	44.66
			5906 0021 2043 02	SUBWAY PIPELINE SAFETY MEALS	22.44	1 19220	22.44
			5906 0021 2043 02	RAMADA PIPELINE SAFETY LODGIN	212.68	1 19220	212.68
			5906 0021 2043 02	RAMADA PIPELINE SAFETY LODGIN	212.68	1 19220	212.68
			5907 0021 0046 02	UNIVERSAL HYDRAULICS HOSE	31.74	1 61843	31.74
			5907 0021 0046 02	WALMART TRAILER LADDER	152.23	1 61843	152.23
			5907 0021 0046 02	BRIGHTGUY FLASHLIGHTS	161.70	1 15750	161.70
			5907 0021 0046 02	GRACE'S LOCKSMITH LOCKER KEY	10.70	1 15750	10.70
			5907 0021 0046 02	AMAZON WELDING SHOE COVERS	48.42	1 15750	48.42
			5907 0021 0046 02	RAMADA FIRE MARSHAL SEM LODC	212.68	1 19220	212.68
			5907 0021 0046 02	ISLAND SUPPLY WELDING GOGGLE	12.64	1 15750	12.64
			5908 0020 8874 02	TRACTOR SUPPLY DRILL BIT	19.99	1 15750	19.99
			5908 0020 8874 02	EMBASSY SUITES NACE LODGING	328.42	1 19220	328.42
			5908 0020 8874 02	TITAN MACHINERY FILTER LOCKNL	160.31	1 61843	160.31
			5908 0020 8874 02	MATHESON WELDING GEAR	80.39	1 15750	80.39
			5909 0020 7750 02	AUTO VALUE WIRE, TUBING, CONNI	204.48	2 21844	204.48
			5909 0020 7750 02	AUTO VALUE WIRE	16.15	2 21844	16.15
			5910 0226 2511 02	SUNBELT RENTALS GENIE RENTAL	776.25	1 45450	776.25
			5910 0226 2511 02	CCC HASTINGS BACKFLOW CLASS	85.00	1 49220	85.00
			5920 0020 5411 02	ALEXANDER PUB DIST TRANS HANI	69.04	2 25820	69.04
			5920 0020 5411 02	NAPA SOCKET, WHEEL CHOCKS	46.06	2 25820	46.06
			5920 0020 5411 02	NAPA SOCKET, RETURN SOCKET	3.92	2 25820	3.92
			5920 0020 5411 02	MENARDS INDICATOR LIGHTS	8.50	2 25820	8.50
			5920 0020 5411 02	MENARDS SHOP LIGHTS	64.18	2 25820	64.18
			5921 0020 4405 02	BIG G THREADED ROD NUTS WASH	23.03	2 25930	23.03
			5922 0020 3174 02	UNIVERSAL HYDRAULICS FITTINGS	114.21	1 35522	114.21
			5922 0020 3174 02	KULLY PIPE & STL PIPE BLK TUB	102.94	1 69330	102.94
			5922 0020 3174 02	BIG G FASTENERS	27.61	1 35522	27.61

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Check No	Supplier	Supplier Name	Invoice Number	Invoice Description	Invoice Amt	Charge Code	GL Amount
			5922 0020 3174 02	MATHESON WELDING WIRE	44.38	1 35522	44.38
			5922 0020 3174 02	MENARDS SOCKET EXT MISC TOOL	120.09	1 35072	120.09
			5922 0020 3174 02	FASTENAL BOLT	3.61	1 35522	3.61
			5922 0020 3174 02	KULLY PIPE & STL FITTINGS	21.80	1 45051	21.80
			5922 0020 3174 02	BIG G CHISEL NUT DRIVER BITS	98.45	1 35522	98.45
			5922 0020 3174 02	MUNICIPAL SUPPLY SOCKET SET	220.42	1 35522	220.42
			5922 0020 3174 02	BIG G EXTENSION BAR DRIVE	27.27	1 35522	27.27
			5922 0020 3174 02	BIG G TUBE BRAID TOOL SET	142.68	1 35072	142.68
			5922 0020 3174 02	KELLY SUPPLY HOSE COUPLING	7.83	1 45021	7.83
			5922 0020 3174 02	MENARDS TOOL CABINET FITTINGS	570.51	1 35072	570.51
			5923 0020 2134 02	FASTENAL TORX SCREWDRIVERS	47.43	1 35522	47.43
			5923 0020 2134 02	KULLY PIPE & STL FITTINGS	64.69	1 40333	64.69
			5923 0020 2134 02	KULLY PIPE & STL SQUARE TUBING	1,054.65	1 69330	1,054.65
			5923 0020 2134 02	MATHESON WELDING WIRE	44.38	1 35522	44.38
			5923 0020 2134 02	MENARDS BAR CLAMP	8.12	1 35522	8.12
			5925 0020 0557 02	FASTENAL KORKERS	35.73	1 45450	35.73
			5925 0020 0557 02	NAPA O-RINGS	13.74	1 45460	13.74
			5925 0020 0557 02	MENARDS DIAPHRAM	21.99	1 45450	21.99
			5925 0020 0557 02	FLEET PRIDE MIRROR	15.45	1 45520	15.45
			5925 0020 0557 02	MENARDS SAW BLADE	21.99	1 45450	21.99
			5925 0020 0557 02	SUNBELT RENTALS GENIE RENTAL	776.25	1 45450	776.25
			5925 0020 0557 02	NAPA BATTERIES, CORE DEPOSIT	78.64	1 45450	78.64
			5925 0020 0557 02	TETRA TECH ACTIVATED SLUDGE (	330.80	1 49210	330.80
			5925 0020 0557 02	BIG G SCREEN DOOR PULL	22.09	1 45450	22.09
			5925 0020 0557 02	FASTENAL BOLTS	16.58	1 45422	16.58
			5925 0020 0557 02	CCC-HASTINGS EXCEL CLASSES	345.00	1 49220	345.00
			5925 0020 0557 02	KULLY PIPE & STL BOILER DRAIN	10.41	1 45450	10.41
			5925 0020 0557 02	WALMART FRAMES HANGERS	66.33	1 45450	66.33
			5925 0020 0557 02	TCD CENGAGE ONLINE TRAINING	129.00	1 49220	129.00
			5926 0019 9832 02	MOBOTREX SEM TRAFFIC USERS G	40.00	2 29220	40.00
			5926 0019 9832 02	DUTTON DIMMERS COVER PLATE	158.36	1 69330	158.36
			5926 0019 9832 02	BIG G IT RACK FASTENERS	14.43	1 69330	14.43
			5927 0019 9153 02	AMAZON GREENLEE HEAT BLANKE	776.62	2 25930	776.62
			5927 0019 9153 02	MENARDS FUSES TOOLS	6.55	2 25820	2.11
						2 25930	4.44
			5927 0019 9153 02	RUTT'S HEATING SEQUENCER REL	78.20	2 25700	78.20
			5927 0019 9153 02	PART MONSTER BRAKE PEDAL PAI	6.59	1 61842	6.59
			5927 0019 9153 02	MENARDS BOX EXTENSIONS	3.94	1 69330	3.94
			5928 0019 8444 02	ZORO HOLE PUNCH PARTS	105.79	2 25820	105.79
			5928 0019 8444 02	MENARDS STARTER BOX	6.62	1 69330	6.62
			5928 0019 8444 02	BIG G BATTERIES	42.24	1 15673	42.24
			5928 0019 8444 02	DUTTON LAINSON LED LIGHTS	192.81	1 69330	192.81
			5928 0019 8444 02	DUTTON LAINSON LED LIGHTS	160.63	1 69330	160.63
			5928 0019 8444 02	DUTTON LAINSON LIGHT PARTS	82.38	1 69330	82.38
			5928 0019 8444 02	DUTTON LAINSON LIGHT PARTS	537.49	1 69330	537.49
			5929 0019 7890 02	AUTO VALUE LIFT SUPPORT	32.89	1 61842	32.89
			5929 0019 7890 02	NAPA TIRE BALANCING BEADS	32.58	1 45021	32.58
			5929 0019 7890 02	BIG G SALT SPREADER	96.29	1 69330	96.29
			5929 0019 7890 02	BIG G DRILL WITH BATTERIES	106.99	1 61847	106.99
			5929 0019 7890 02	MATT FRIEND DOOR CYLINDERS	103.70	1 61842	103.70
			5929 0019 7890 02	TRACTOR SUPPLY SAFETY CHAIN	41.12	2 25820	41.12
			5929 0019 7890 02	AUTO VALUE CHARGER, BLADES	70.88	1 61842	11.45
						1 61842	24.03
						1 61847	35.40
			5929 0019 7890 02	GRAHAM TIRE TRAILER TIRES	302.74	2 25820	302.74
			5929 0019 7890 02	AUTO VALUE BRAKE PARTS	205.19	1 61842	205.19
			5929 0019 7890 02	O'REILLY BRAKE FLUID	25.55	1 61847	25.55
			5929 0019 7890 02	AUTO VALUE WIPER BLADES	23.47	1 61842	11.45
						1 61842	12.02
			5929 0019 7890 02	MID NE LUBRICANTS OIL	36.81	1 61847	36.81
			5929 0019 7890 02	SNAP-ON DRILL BATTERIES	171.76	2 21844	171.76
			5929 0019 7890 02	GRAHAM TIRE FLAT REPAIR	17.40	2 21844	17.40
			5929 0019 7890 02	NAPA FILTER KIT DRILL BITS	147.88	1 61845	110.44
						1 61847	37.44
			5929 0019 7890 02	AUTO VALUE HEADLIGHTS	59.68	2 21844	59.68
			5929 0019 7890 02	AUTO VALUE FUEL FILTER	50.83	2 21844	50.83
			5929 0019 7890 02	NAPA HOSE	48.71	1 61847	48.71
			5929 0019 7890 02	NAPA MUD FLAPS	24.10	1 61845	24.10
			5929 0019 7890 02	NAPA FILTERS, BLADE	47.84	2 21844	47.84
			5929 0019 7890 02	AUTO VALUE THERMOSTAT SEAL C	20.08	1 45480	20.08
			5929 0019 7890 02	AUTO VALUE GASKET	2.00	1 45480	2.00
			5929 0019 7890 02	GRAHAM TIRE TRAILER TIRES	230.67	2 25820	230.67
			5929 0019 7890 02	AUTO VALUE SALES TAX CREDIT	(1.44)	1 45480	(1.44)
			5929 0019 7890 02	AUTO VALUE SHOP PARTS	29.39	1 61847	29.39
			5929 0019 7890 02	MID NE LUBRICANTS OIL	268.17	1 61845	134.08

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Check No	Supplier	Supplier Name	Invoice Number	Invoice Description	Invoice Amt	Charge Code	GL Amount
						2 21844	134.09
			5929 0019 7890 02	TITAN MACHINERY-LIN FITTINGS	58.70	1 61843	58.70
			5929 0019 7890 02	NAPA FUEL FILTERS	19.51	1 61630	19.51
			5929 0019 7890 02	HASTINGS FORD WASHER JET	6.35	1 61842	6.35
			5929 0019 7890 02	NAPA TURN SIGNAL	36.66	1 61845	36.66
			5929 0019 7890 02	LCL TRUCK EQ SEAT COVERS	251.46	1 61842	251.46
			5929 0019 7890 02	PAVELKA TRUCK SVC CALL/REPAIF	326.75	1 61845	326.75
			5929 0019 7890 02	LCL TRUCK EQ SNOWGUIDES	58.32	1 61845	58.32
			5930 0019 7244 02	BIG G FOUNTAIN ACTUATORS-PLUC	43.09	1 69330	43.09
			5930 0019 7244 02	RAYNOR DOOR OVERHEAD CORDS	144.45	1 69330	144.45
			5930 0019 7244 02	BIG G DEBURRING DRILL BITS	59.14	1 69330	59.14
			5930 0019 7244 02	BIG G CLENAING PADS	10.46	1 69330	10.46
			5930 0019 7244 02	BIG G HOOKS, ANCHOR KIT	31.22	1 69330	31.22
			5930 0019 7244 02	BIG G DOOR SWEEP	10.98	1 69330	10.98
			5930 0019 7244 02	RAYNOR DOOR GENIE REMOTES	72.76	1 69330	72.76
			5930 0019 7244 02	BIG G DRAIN CLEANER	25.34	1 69330	25.34
			5930 0019 7244 02	BIG G TRAPS	16.71	1 69330	16.71
			5930 0019 7244 02	MENARDS WATER SOFTENER SALI	14.53	1 61847	14.53
			5930 0019 7244 02	KULLY PIPE SERRATED GRATING	153.76	1 69330	153.76
			5930 0019 7244 02	BIG G FASTENERS	3.47	1 69330	3.47
			5930 0019 7244 02	BIG G BUCKETS LIDS SCOOPS	44.55	1 69330	44.55
			5930 0019 7244 02	MENARDS EXTENSION CORDS	144.42	1 69330	144.42
			5930 0019 7244 02	BIG G BULBS	151.90	1 69330	151.90
			5930 0019 7244 02	BIG G BULBS *(DOUBLE CHARGED)*	151.90	1 69330	151.90
			5930 0019 7244 02	GRACE'S LOCKSMITH DOOR HINGE	90.95	1 69330	90.95
			5930 0019 7244 02	MENARDS BALLASTS LAMPS	146.98	1 69330	146.98
			5930 0019 7244 02	RAYNOR DOOR OVERHEAD CORDS	48.15	1 69330	48.15
			5930 0019 7244 02	RUTT'S HEATING & AIR DAMPNERS	26.28	1 69330	26.28
			5930 0019 7244 02	MENARDS DIE GRINDER	32.09	1 69330	32.09
			5931 0019 6724 02	KULLY PIPE & STL ALUMINUM FLAT	52.39	2 75065	52.39
			5931 0019 6724 02	BIG G SCREWS	15.19	2 75065	15.19
			5931 0019 6724 02	GRACE'S LOCKSMITH TOOL BOX KE	5.35	2 75065	5.35
			5931 0019 6724 02	KULLY PIPE & STL PLUG DRAIN	23.94	2 95115	23.94
			5931 0019 6724 02	HATTEN ELECTRIC CAPACITOR	7.26	2 25125	7.26
			5931 0019 6724 02	MENARDS MOP BUCKET	180.46	2 95065	180.46
			5931 0019 6724 02	NAPA FILTER ELEMENT	43.87	2 95146	43.87
			5931 0019 6724 02	ACE INDUSTRIES AIR HOIST	3,539.86	2 75065	3,539.86
			5931 0019 6724 02	AMAZON FLUKE METER BATTERY	26.28	2 75065	26.28
			5931 0019 6724 02	AMAZON PADDING COMPOUND	27.95	2 75065	27.95
			5931 0019 6724 02	KULLY PIPE & STL ANGLE IRON	13.82	2 25125	13.82
			5931 0019 6724 02	AMAZON VACUUM SWITCH CORD	24.79	2 75065	24.79
			5931 0019 6724 02	KULLY PIPE & STL SINK STRAINER	6.69	2 25065	6.69
			5931 0019 6724 02	BIG G JANITORIAL SUPPLIES	131.75	2 95065	131.75
			5931 0019 6724 02	NAPA FILTERS	12.36	2 25115	12.36
			5931 0019 6724 02	BIG G HOSE & GLOVES	81.45	2 95065	81.45
			5932 0019 6038 02	ECHO EXIT SIGNS LIGHTING BOXES	337.90	2 25115	337.90
			5932 0019 6038 02	FASTENAL NUTS BOLTS	8.20	2 95065	8.20
			5932 0019 6038 02	BIG G VAC FILTERS KEYS HANDLES	71.82	2 75065	71.82
			5932 0019 6038 02	KELLY SUPPLY O-RINGS	17.67	2 25135	17.67
			5932 0019 6038 02	NUTRIEN AG PROPANE	15.83	2 75065	15.83
			5932 0019 6038 02	NAPA FILTERS BRAKE CLEANER	132.88	2 25145	11.29
						2 75065	95.91
						2 95146	25.68
			5932 0019 6038 02	KELLY SUPPLY GREASE ZERKS	9.98	2 75065	9.98
			5932 0019 6038 02	PLATTE VALLEY COMM RADIO REP,	115.29	2 75145	115.29
			5932 0019 6038 02	NUTRIEN AG PROPANE	20.89	2 75065	20.89
			5932 0019 6038 02	BIG G KEYS	15.37	2 25115	15.37
			5932 0019 6038 02	FASTENAL NUTS	7.14	2 25064	7.14
			5932 0019 6038 02	FASTENAL RING CRIMPS	10.14	2 75065	10.14
			5932 0019 6038 02	NAPA BLADE FUSES	2.61	2 24167	2.61
			5932 0019 6038 02	ECHO PUMP FITTINGS FAN FUSES	47.51	2 25115	27.82
						2 25125	19.69
			5932 0019 6038 02	BIG G FILTERS BAGS BINS	118.20	2 25115	32.04
						2 75065	64.21
						2 95065	21.95
			5932 0019 6038 02	PLATTE VALLEY COMM BATTERY	93.68	2 95145	93.68
			5932 0019 6038 02	KELLY SUPPLY GREASE ZERKS	14.37	2 75065	14.37
			5932 0019 6038 02	BIG G FAN BUCKETS CLEANING ITE	213.40	2 75065	213.40
			5932 0019 6038 02	FASTENAL BOLTS NUTS	3.95	2 75065	3.95
			5932 0019 6038 02	NAPA AIR HANDLER BELTS	17.78	2 25115	17.78
			5932 0019 6038 02	MATHESON RESPIRATOR FILTERS	203.30	2 79275	203.30
			5932 0019 6038 02	HATTEN ELECTRIC ELEVATOR MOT	254.10	2 25115	254.10
			5932 0019 6038 02	NAPA PULL ROPE & HANDLE	4.62	2 75065	4.62
			5932 0019 6038 02	NAPA AIR HANDLER BELTS	23.34	2 25115	23.34
			5932 0019 6038 02	AIRGAS HEAD GEAR DIE BRUSHES	33.88	2 75065	16.50

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			5932 0019 6038 02	FASTENAL NUTS BOLTS	71.56	2 79275	17.38
			5932 0019 6038 02	BIG G CLOROX WIPES WIRE BRUSH	53.10	2 75065	71.56
			5932 0019 6038 02	KELLY SUPPLY FITTING ZERKS OIL	125.56	2 75125	53.10
			5932 0019 6038 02	SHERWIN WILLIAMS PAINT	44.78	2 75115	125.56
			5932 0019 6038 02	ECHO GFI RECEPTICLES	84.79	2 25115	44.78
			5932 0019 6038 02	NUTRIEN AG PROPANE	18.99	2 75065	84.79
			5932 0019 6038 02	NAPA TRANSMISSION FILTERS	35.09	2 95146	18.99
			5932 0019 6038 02	KELLY SUPPLY COPPER COIL	36.57	2 75065	35.09
			5932 0019 6038 02	PLATTE VALLEY COMM BATT & CLIF	183.86	2 75145	36.57
			5932 0019 6038 02	ECHO SCREWDRIVERS WIRE MARK	126.40	2 25064	183.86
			5932 0019 6038 02	KELLY SUPPLY AIR HOSE	51.68	2 95065	126.40
			5932 0019 6038 02	NAPA RATCHET	41.59	2 25064	51.68
			5933 0019 5500 02	RMEL STEAM GENERATION CONF	3,180.00	2 79225	41.59
			5934 0019 5103 02	WATERLOO INDUSTRIES LOCK SET	38.60	2 25140	3,180.00
			5934 0019 5103 02	EAKES LABELMAKER TAPE	76.29	2 25060	38.60
			5934 0019 5103 02	EAKES LABELMAKER TAPE	47.81	2 25060	76.29
					27,605.56		47.81
							27,605.56
603014	76025	UNITED PARCEL SERVICE	00006838E9079	DELIVERY SERVICE	49.55	1 35531	7.00
						1 61630	29.00
						2 25135	13.55
			00006838E9089	DELIVERY SERVICE	53.97	1 35531	24.97
						1 61630	29.00
					103.52		103.52
603015	79325	WESTERN AREA POWER ADMIN.	BFPB000950119	POWER PURCHASES	77,429.58	2 22322	77,429.58

Check & ACH Payments 2,293,953.59
Less Voided Check (1,152.17)
2,292,801.42

Combined 1,535,618.59
Electric 757,182.83
Grand Total 2,292,801.42



January 2019 Summary Report:

- On January 8th and 9th, sixteen police officer candidates completed physical fitness testing and oral board interviews.
- On January 9th, Mid Nebraska Individual Services hosted a law enforcement appreciation coffee and doughnuts for the on-duty shift. This allowed the staff, clients, and police officers to interact on a more personal level and get to know each other.
- From January 14th-16th, the Hastings Police Department hosted Procedural Justice training. Chief Soler from Woodland, California was the guest instructor and the class focused on the fairness and transparency of processes by which decisions within law enforcement interactions are made. All sworn staff from the Hastings Police Department attended as well as officers from the Grand Island Police Department, the Nebraska State Patrol, and instructors from the Nebraska Law Enforcement Training Center.
- On January 17th, eight officers participated in an advanced tactics training course to aid our staff in high risk and active threat situations.
- On January 18th, Detective Allen Sedlak retired after 37 years of dedication to the agency and the community. Throughout Detective Sedlak's career with the Hastings Police Department he has served in various roles to include Defensive Tactics Instructor and Field Training Officer. He retired as a skilled detective who specialized in child abuse and sexual assault cases.



- On January 23th and 24th, Detectives Onken and Beahm attended a 16 hour course for Online Investigations hosted by SCALES (South Central Area Law Enforcement Services) at the Grand Island Police Department.

- On January 23rd, the Director of Communications, Julie Hallett, attended a basic Microsoft Excel course at Central Community College in Grand Island, NE.
- Throughout the month of January, all sworn officers participated in a 30 minute briefing training on MACH holds in preparation for February's defensive tactics in-service training.
- On January 24th, Officer Sandoval, Detective Beahm and Detective Onken received letters of commendation in recognition of their professional coordination, teamwork and skills regarding a child enticement case. Our agency received information of a possible inappropriate relationship between a Hastings High School Para-Educator and 14-year-old student. These officers conducted numerous interviews and processed several items of evidence throughout their investigation. They applied the facts of the case to make an arrest of the offender who victimized the student. Their dedication and skills brought this case to professional resolution, which our community and agency applaud.
- On January 28th, Officer Hanson received a letter of commendation for his determined efforts and skills regarding an incident that occurred January 6th. Officer Hanson received information from a witness of a suspected drug dealer within our community. Officer Hanson furthered this information through a detailed investigation which led to the issuance of a search warrant for the suspected drug dealer's home. During the search warrant, many drug items, currency, marijuana and 21 grams of cocaine were seized. The drug dealer was arrested for possession of a controlled substance with intent to distribute.

Use of Force Incidents:

- There were no Use of Force incidents for January.

Complaints:

- There was an internal complaint alleging an officers was tardy for training. This complaint was sustained.
- There was an internal complaint alleging an officers was tardy for training. This complaint was sustained.
- There was an internal complaint alleging an officer was tardy reporting to shift. This complaint was sustained.
- There was an external complaint alleging officers were rude during a call for service, also that an officer failed to utilize their body worn camera. Regarding the complaint of rudeness, this was unfounded. Regarding the complaint of failure to utilize body worn camera, this was sustained.
- There was an internal complaint alleging a dispatcher was tardy for work and insubordinate. This complaint was sustained.
- There was an internal complaint alleging a dispatcher was tardy for work and insubordinate. This complaint was sustained.

• HPD Statistics

	2019 Jan	2018 Jan	<u>Year to Date Totals</u>		<u>Percent</u>
			YTD 2019	YTD 2018	+/-
Police					
Total Calls for Service	1717	1718	1717	1718	-0.1%
Incident Reports	327	330	327	330	-0.9%
Traffic Accidents	61	65	61	65	-6.2%
Traffic Stops	741	381	741	381	94.5%
Part I Crimes	88	114	88	114	-22.8%
Complaints Against Employee	4	3	4	3	33.3%
Use of Force Incidents	0	2	0	2	-100.0%
Community Service Officers					
Animal Calls	106	127	106	127	-16.5%
Animals Impounded	31	12	31	12	158.3%
Code Enforcement	15	26	15	26	-42.3%
Complaints Against Employee	0	0	0	0	0.0%
Communication Center					
911 Calls	846	883	846	883	-4.2%
All Other Calls	4883	5034	4883	5034	-3.0%
Complaints Against Employee	2	0	2	0	200.0%

Parks & Recreation Department

January 2019

We are continuing to work on ½ cent sales tax projects as funding allows. The Heartwell Playground project is under contract and will be installed late Spring. Another ½ cent sales tax project is the renovation of the Brickyard Amphitheater seating bowl. The concrete has deteriorated and will be torn out. Our plan is to get that project out for bid and under contract by Fall.

The third project is a new feature at the Water Park using the Aquatic Center Fund. Our target is to provide an interactive playground feature in the zero depth area. Our plan is to get that project out for bid and under contract by Fall.

Recreation

1-4 Hosted a video game challenge called Fortnite at the City Auditorium. A total of 28 competed at the event which is a record high. Video Kingdom loaned the television monitors and Gamestop provided the consoles.

1-5 Youth Basketball kicked off. A total of 173 were enrolled in basketball this year. Facilities used were Hastings Middle School and the Community Center.

1-9 The Softball Council met to discuss ideas and changes for 2019 softball season. It was determined that a Spring League should be offered as well as an All-Star Game and Homerun Derby.

1-12 The annual Snowball Softball Tournament was held. Five teams participated. Teams represented Hastings, Grand Island, Giltner, and Lincoln

1-15 Interviewed about upcoming recreation activities.

1-16 Met with basketball referees to discuss expectations of the league.

1-19 & 1-26 Basketball pictures were taken through a photographer (Shelly Gallagher).

1-29 Discussed a process with HR Department to discuss a process with seasonal applications and hiring.

1-31 Met with Start Over Rover to discuss a new event involving dogs at the dog park.

Parks

Cutting down trees in both, the Parks and on the terraces, when the weather is good.

Cody, David, Terry, and Tom attended the Nebraska Turf Conference in Omaha for three days.

Put up the Ice Rink at Lib's Park.

Helped at the Library fixing and replacing light bulbs.

Terry meet with Chemical Dealers for pricing on fertilizers and chemicals.

Laying down growth tarps at Duncan Field again.

Equipment maintenance being done including taking the cab off the ToolCat.

Remodel the upstairs storage room.

Did a final walk-through at Duncan Field for artificial turf that was installed.

Director's Meetings

1/4 Eagle Scout Project
1/4 Rotary Board
1/4 Olsson's Associates
1/7 Duncan Field Turf
1/9 Noon Rotary Committee
1/10 Adams County CVB Board
1/15 HR – Seasonal Jobs
1/17 Shawn Scott – AC
1/21 Evaluations
1/23 Legion Baseball Regional Tournament
1/24 Michael Krings – North Park
1/29 Complete Streets
1/29 Tree Board
1/31 JEO – Aquacourt

Auditorium

5 of 1 days rented

Cemetery

Adult Burials = 12

Grave Sales = 6

We have been working on our 3-point tractor sprayer making it a quick attach and going through the lines and replacing with a different pump. Started working on another shop bay washing and painting walls and organizing it. Courtney and Matt trimmed up the tree farm.



February 2019 Summary Report:

- On February 4th, eight officers participated in an advanced tactics training course to aid our staff in high risk and active threat situations.
- On February 6th, a donation of \$458.54 from the Pink Patch Project, was given to the Morrison Cancer Centers' From the Heart Fund. This local fund originated due to the observed increase patients need for resources during their cancer treatment. Donations to the From the Heart Fund are used to assist cancer patients "now needs" providing gas vouchers, assisting with medical bills, utility bills, and much more.



- From February 4th- February 6th, Officer Ditter attended a Micro Lab course in Papillion, which focused on methamphetamine, fentanyl, and other dangerous drugs law enforcement are encountering.
- On February 12th and February 19th, all officers with the Hastings Police Department participated in an 8-hour Defensive Tactics in-service training. This training focused on ground defense, mechanical advantage control holds (MACHs) and knife attack defense maneuvers. Officers also participated in a simulated real-life scenario, testing their defensive tactics skills.
- On February 13th, Chief Story and Captain Van Winkle taught a Criminal Justice teleconference course at Central Community College. This included the Hastings, Grand Island, Columbus, and Lexington classes.
- On February 14th, Chief Story testified in Lincoln at the Nebraska Judiciary Committee in opposition of LB589. This bill, if passed, will prohibit the use of School Resource Officers in any school in Nebraska.
- On February 20th, seven interviews were conducted with applicants regarding the full-time Community Service Officer position. This position will be filled the beginning of April due to a retirement.
- On February 20th, eight officers participated in an advanced tactics training course to aid our staff in high risk and active threat situations.

- On February 21st, Chief Story and Captain Van Winkle gave a presentation to a Hastings Middle School Technology club, regarding technology utilized in modern policing.
- On February 22nd, the Hastings Police Department participated in a meeting with the Nebraska Attorney General's Office regarding the Nebraska Human Trafficking Task Force.
- On February 22nd, officers participated in a Dr. Suess Party at Alcott Elementary School. This gave officers the opportunity to positively interact and read books with elementary students.
- From February 25th to March 1st, Officer Hanson, Detective Onken and Corporal Adams attended an Instructor Development course at the Grand Island Police Department.
- On February 26th, part-time Community Service Officer Mary Morse, accepted the full-time Community Service Officer Position and will start in April.
- On February 28th, Detective Beahm attended a two hour webinar for Cellebrite technology. Cellebrite is the program used by law enforcement to download mobile devices for evidentiary purposes.

Use of Force Incidents:

- On February 11th, officers placed an individual into Emergency Protective Custody. The subject was highly intoxicated and became aggressive to officers and hospital staff while being processed. The subject grabbed a hospital staff member and attempted to leave the hospital, refusing to comply with commands to sit down. A pressure point technique was used on the subject to gain compliance. The subject, hospital staff, and officers were not injured.

Complaints:

- There was an external complaint alleging an officer failed to utilize or wear their body worn camera by policy also the officer was incompetent, inefficient, or derelict in their duties. The complaint of failure to utilize or wear a body worn camera was sustained and the complaint the officer was incompetent, inefficient, or derelict in their duties was exonerated.

HPD Statistics

	2019	2018	Year to Date		Percent	
			Totals			
			YTD 2019	YTD 2018		
	Feb	Feb			+/-	
Police						
Total Calls for Service	1727	1538		3444	3256	5.8%
Incident Reports	315	306		642	636	0.9%
Traffic Accidents	69	62		130	127	2.4%
Traffic Stops	647	398		1388	779	78.2%
Part I Crimes	97	105		185	219	-15.5%
Complaints Against Employee	1	3		5	6	-16.7%
Use of Force Incidents	1	2		1	4	-75.0%
Community Service Officers						
Animal Calls	138	102		244	229	6.6%
Animals Impounded	21	14		52	26	100.0%
Code Enforcement	41	20		56	46	21.7%
Complaints Against Employee	0	0		0	0	0.0%
Communication Center						
911 Calls	704	778		1550	1661	-6.7%
All Other Calls	4914	4417		9797	9451	3.7%
Complaints Against Employee	0	1		2	1	100.0%

HASTINGS POLICE
 *** RETURN A - MONTHLY RETURN OF OFFENSES KNOWN TO THE POLICE ***

CLASSIFICATION OF OFFENSES		REPORTED OFFENSES	UNFOUNDED OFFENSES	ACTUAL OFFENSES	TOTAL CLEARED	CLEARED JUVENILE
A. MURDER/NON-NEGLIGENT MANSLAUGHTER	11	0	0	0	0	0
B. MANSLAUGHTER BY NEGLIGENCE	12	0	0	0	0	0
2. FORCIBLE RAPE	TOTAL	20	1	0	1	0
A. RAPE BY FORCE	21	1	0	1	0	0
B. ATTEMPTED RAPE	22	0	0	0	0	0
3. ROBBERY	TOTAL	30	0	0	0	0
A. FIREARM	31	0	0	0	0	0
B. KNIFE OR CUTTING INSTRUMENT	32	0	0	0	0	0
C. OTHER DANGEROUS WEAPON	33	0	0	0	0	0
D. STRONG-ARM (HANDS,FIST,FEET,ETC)	34	0	0	0	0	0
4. ASSAULT	TOTAL	40	40	1	39	20
A. FIREARM	41	0	0	0	0	0
B. KNIFE OR CUTTING INSTRUMENT	42	1	0	1	1	0
C. OTHER DANGEROUS WEAPON	43	0	0	0	0	0
D. HANDS,FIST,FEET,ETC.-AGGRAVATED	44	2	0	2	0	0
E. OTHER ASSAULTS - SIMPLE	45	37	1	36	19	0
5. BURGLARY	TOTAL	50	6	0	6	0
A. FORCIBLE ENTRY	51	1	0	1	0	0
B. UNLAWFUL ENTRY - NOFORCE	52	5	0	5	0	0
C. ATTEMPTED FORCIBLE ENTRY	53	0	0	0	0	0
6. LARCENY-THEFT	TOTAL	60	46	4	42	13
7. MOTOR VEHICLE THEFT	TOTAL	70	4	0	4	1
A. AUTO	71	4	0	4	1	0
B. TRUCKS & BUSES	72	0	0	0	0	0
C. OTHER VEHICLES	73	0	0	0	0	0
GRAND TOTAL	77	97	5	92	34	0

LAW ENFORCEMENT	OFFICERS KILLED	0
	BY FELONIOUS ACTS	0
	BY ACCID/NEG ACTS	0
LAW ENFORCEMENT	OFFICERS ASSAULTED	0

DATE: 03/01/2019
 REPORT PERIOD: 02/01/2019 TO 02/28/2019
 ORI:

Prepared by: JULIE HALLETT
 Title: DIRECTOR OF COMMUNICATION
 Population: 0

**September
2018**

**HASTINGS UTILITIES
MONTHLY FINANCIAL
AND
OPERATING REPORT**



**City of Hastings
Hastings, Nebraska**

HASTINGS UTILITIES
FINANCIAL STATEMENTS
September 30, 2018

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HASTINGS UTILITIES
Combined Balance Sheets
September 30, 2018 and September 30, 2017

	Electric System		Combined System		Total	
	September 30, 2018	September 30, 2017	September 30, 2018	September 30, 2017	September 30, 2018	September 30, 2017
Assets						
Utility Plant						
Electric	\$186,439,808	\$184,571,727	\$ -	\$ -	\$186,439,808	\$184,571,727
Gas	-	-	34,062,039	33,717,056	34,062,039	33,717,056
Water	-	-	43,449,598	40,947,707	43,449,598	40,947,707
Pollution Control	-	-	65,755,798	65,265,044	65,755,798	65,265,044
Street Lighting	-	-	1,633,631	1,632,719	1,633,631	1,632,719
Administrative	-	-	755,257	771,321	755,257	771,321
Total Utility Plant	\$186,439,808	\$184,571,727	\$145,656,323	\$142,333,847	\$332,096,131	\$326,905,574
Less Accumulated Depreciation	119,823,008	114,847,026	67,414,003	63,347,355	187,237,011	178,194,381
Net Utility Plant in Service	\$66,616,800	\$69,724,701	\$78,242,320	\$78,986,492	\$144,859,120	\$148,711,193
Construction in Progress	5,100,744	2,293,437	9,961,597	6,407,166	15,062,341	8,700,603
Net Utility Plant	\$71,717,544	\$72,018,138	\$88,203,917	\$85,393,658	\$159,921,461	\$157,411,796
Non-Utility Plant						
Electric	\$15,866,333	\$15,866,333	\$ -	\$ -	\$15,866,333	\$15,866,333
Total Non-Utility Plant	\$15,866,333	\$15,866,333	\$ -	\$ -	\$15,866,333	\$15,866,333
Less Accumulated Depreciation	5,472,435	4,779,663	-	-	5,472,435	4,779,663
Net Non-Utility Plant in Service	\$10,393,898	\$11,086,670	\$ -	\$ -	\$10,393,898	\$11,086,670
Special Funds, Cash & Investments						
Insurance Fund	\$2,010,000	\$2,010,000	\$1,000,000	\$1,000,000	\$3,010,000	\$3,010,000
Debt Service Account	-	3,183,088	1,358,869	1,348,620	1,358,869	4,531,708
Bond Fund Reserve Account	4,572,272	4,610,683	1,804,000	1,804,000	6,376,272	6,414,683
Customer Deposits Fund	-	-	399,810	338,160	399,810	338,160
Rate Stabilization Fund	2,525,531	2,536,283	11,670,088	11,891,367	14,195,619	14,427,650
Health Insurance Claim Fund	-	-	4,566,509	4,614,919	4,566,509	4,614,919
Closure / Post Closure Care Account	1,038,349	996,715	-	-	1,038,349	996,715
Economic Development Fund	-	-	1,513,000	2,488,000	1,513,000	2,488,000
Total Special Funds	\$10,146,152	\$13,336,769	\$22,312,276	\$23,485,066	\$32,458,428	\$36,821,835
Current Assets						
Cash & Investments	\$21,362,702	\$18,610,329	\$13,595,637	\$12,191,793	\$34,958,339	\$30,802,122
Receivables:						
Accounts, Consumers; Net of Allow. For Uncoll. Accts	6,662,506	6,632,935	2,033,940	2,056,179	8,696,446	8,689,114
Accrued Interest	25,221	27,618	9,549	6,300	34,770	33,918
Intercompany Receivable	-	-	2,195,413	1,039,598	2,195,413	1,039,598
Loan to Street Lighting	-	-	1,100,000	900,000	1,100,000	900,000
Misc. Receivables - City	-	-	900,852	900,852	900,852	900,852
Reinsurance Receivable	-	-	75,544	-	75,544	-
Grants Receivable	-	-	510,827	387,522	510,827	387,522
Rail Credit Receivable	-	-	-	-	-	-
Inventories:						
Fuel	2,125,530	3,002,254	348,804	415,891	2,474,334	3,418,145
Other	1,951,129	1,866,331	1,528,705	1,596,333	3,479,834	3,462,664
Prepaid Expense	-	145,710	-	-	-	145,710
Total Current Assets	\$32,127,088	\$30,285,177	\$22,299,271	\$19,494,468	\$54,426,359	\$49,779,645
Deferred Charges						
Deposit	\$127,927	\$126,199	\$ -	\$ -	\$127,927	\$126,199
Other Deferred Charges	(33,517)	18,113	34,955	2,750	1,438	20,863
Total Deferred Charges	\$94,410	\$144,312	\$34,955	\$2,750	\$129,365	\$147,062
Total Assets	\$124,479,092	\$126,871,066	\$132,850,419	\$128,375,942	\$257,329,511	\$255,247,008

HASTINGS UTILITIES
Combined Balance Sheets
September 30, 2018 and September 30, 2017

Capitalization and Liabilities

Capitalization

City's Equity

Bond Fund:

Debt service Account	\$	-	\$3,183,088	\$	-	\$	-	\$	-	\$3,183,088
Reserve Account		4,572,272	4,610,683		-		-		4,572,272	4,610,683
Retained Earnings		104,592,625	101,008,280		106,975,274		102,828,025		211,567,899	203,836,305
Total City's Equity		\$109,164,897	\$108,802,051	\$	106,975,274	\$	102,828,025		\$216,140,171	\$211,630,076

Long Term Debt

Revenue Bonds		\$4,020,000	\$8,140,000		\$16,140,000		\$17,330,000		\$20,160,000	\$25,470,000
SRF Note Payable		-	-		2,781,130		-		2,781,130	-
Agreements		-	-		-		-		-	-

Total Long Term Debt

		\$4,020,000	\$8,140,000		\$18,921,130		\$17,330,000		\$22,941,130	\$25,470,000
Less: Current Portion		\$4,020,000	\$4,120,000		\$1,337,436		\$1,190,000		\$5,357,436	\$5,310,000
Unamortized Discount		(2,301)	(29,120)		(318,000)		(392,669)		(320,301)	(421,789)
Deferred from Advance Refunds		7,080	44,959		6,646		10,067		13,726	55,026

Net Long Term Debt

		(\$4,779)	\$4,004,161		\$17,895,048		\$16,522,602		\$17,890,269	\$20,526,763
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Total Capitalization

Liabilities Payable From Special Funds

Customer Deposits	\$	-	\$	-	\$399,810		\$338,160		\$399,810	\$338,160
Health Insurance Claims		-	-		369,475		327,988		369,475	327,988

Total Liabilities Payable From Special Funds

Current Liabilities

Current Portion of Long Term Debt		\$4,020,000	\$4,120,000		\$1,337,436		\$1,190,000		\$5,357,436	\$5,310,000
Accounts Payable:										
Construction & Other		2,741,526	4,416,864		2,455,170		3,402,277		5,196,696	7,819,141
Operations		3,463,173	1,646,212		(21,646)		200,931		3,441,527	1,847,143
Intercompany Payables		2,195,413	1,039,598		-		-		2,195,413	1,039,598
Street Lighting Loan		-	-		1,100,000		900,000		1,100,000	900,000
Interest Payable		38,145	89,640		279,923		283,564		318,068	373,204
Advances - Refundable		-	-		442		442		442	442

Total Current Liabilities

Deferred Credits

Compensated Absences		\$1,636,909	1,561,482		\$1,779,207		\$1,814,389		\$3,416,116	\$3,375,871
Other Deferred Credits		1,223,808	1,191,058		280,280		567,564		1,504,088	1,758,622

Total Deferred Credits

		\$2,860,717	\$2,752,540		\$2,059,487		\$2,381,953		\$4,920,204	\$5,134,493
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Total Capitalization and Liabilities

Electric System			Combined System			Total			
September 30, 2018		September 30, 2017	September 30, 2018		September 30, 2017	September 30, 2018		September 30, 2017	
\$	-	\$3,183,088	\$	-	\$	-	\$	-	\$3,183,088
	4,572,272	4,610,683		-		-		4,572,272	4,610,683
	104,592,625	101,008,280		106,975,274		102,828,025		211,567,899	203,836,305
	\$109,164,897	\$108,802,051	\$	106,975,274		\$102,828,025		\$216,140,171	\$211,630,076
	\$4,020,000	\$8,140,000		\$16,140,000		\$17,330,000		\$20,160,000	\$25,470,000
	-	-		2,781,130		-		2,781,130	-
	-	-		-		-		-	-
	\$4,020,000	\$8,140,000		\$18,921,130		\$17,330,000		\$22,941,130	\$25,470,000
	\$4,020,000	\$4,120,000		\$1,337,436		\$1,190,000		\$5,357,436	\$5,310,000
	(2,301)	(29,120)		(318,000)		(392,669)		(320,301)	(421,789)
	7,080	44,959		6,646		10,067		13,726	55,026
	(\$4,779)	\$4,004,161		\$17,895,048		\$16,522,602		\$17,890,269	\$20,526,763
	\$109,160,118	\$112,806,212		\$124,870,322		\$119,350,627		\$234,030,440	\$232,156,839
\$	-	\$	-	\$399,810		\$338,160		\$399,810	\$338,160
	-	-		369,475		327,988		369,475	327,988
\$	-	\$	-	\$769,285		\$666,148		\$769,285	\$666,148
	\$4,020,000	\$4,120,000		\$1,337,436		\$1,190,000		\$5,357,436	\$5,310,000
	2,741,526	4,416,864		2,455,170		3,402,277		5,196,696	7,819,141
	3,463,173	1,646,212		(21,646)		200,931		3,441,527	1,847,143
	2,195,413	1,039,598		-		-		2,195,413	1,039,598
	-	-		1,100,000		900,000		1,100,000	900,000
	38,145	89,640		279,923		283,564		318,068	373,204
	-	-		442		442		442	442
	\$12,458,257	\$11,312,314		\$5,151,325		\$5,977,214		\$17,609,582	\$17,289,528
	\$1,636,909	1,561,482		\$1,779,207		\$1,814,389		\$3,416,116	\$3,375,871
	1,223,808	1,191,058		280,280		567,564		1,504,088	1,758,622
	\$2,860,717	\$2,752,540		\$2,059,487		\$2,381,953		\$4,920,204	\$5,134,493
	\$124,479,092	\$126,871,066		\$132,850,419		\$128,375,942		\$257,329,511	\$255,247,008

HASTINGS UTILITIES

Statement Of Fund Operations For 12 Months Ended September 30, 2018 and the 12 Months Ending September 30, 2017

	2017-2018			2016-17
	Electric System	Combined System	Total	Total
Operating Revenues	\$38,105,121	\$21,613,036	\$59,718,157	\$58,092,554
Operating Expenses	39,944,438	18,619,079	58,563,517	55,696,877
Operating Income (Loss)	(\$1,839,317)	\$2,993,957	\$1,154,640	\$2,395,677
Additions to Income	12,634,066	1,070,056	13,704,122	12,810,412
Deductions From Income	10,460,891	1,589,000	12,049,891	11,313,395
Contribution in Aid of Construction	28,988	1,672,236	1,701,224	4,470,694
Net Income	\$362,846	\$4,147,249	\$4,510,095	\$8,363,388
City's Equity - Beginning	108,802,051	102,828,025	211,630,076	203,266,688
City's Equity - Ending	<u>\$109,164,897</u>	<u>\$106,975,274</u>	<u>\$216,140,171</u>	<u>\$211,630,076</u>

HASTINGS UTILITIES

Statement Of Fund Operations For 12 Months Ended September 30, 2018 and the 12 Months Ending September 30, 2017

-4-

	2017-2018						
	Gas Department	Water Department	Pollution Control Department	Street Lighting Department	Admin. Department	Total	2016-17 Total
Operating Revenues	\$8,244,435	\$6,414,218	\$6,443,062	\$511,321	\$0	\$21,613,036	\$20,304,189
Operating Expenses	9,092,971	3,939,309	5,329,658	257,141	-	18,619,079	18,333,840
Operating Income (Loss)	(\$848,536)	\$2,474,909	\$1,113,404	\$254,180	\$0	\$2,993,957	\$1,970,349
Additions to Income	811,263	151,242	107,430	121	-	1,070,056	316,926
Deductions From Income	1,029,593	38,340	521,067	-	-	1,589,000	665,121
Contribution in Aid of Construction	-	1,462,110	210,126	-	-	1,672,236	4,256,043
Net Income	(\$1,066,866)	\$4,049,921	\$909,893	\$254,301	\$0	\$4,147,249	\$5,878,197
City's Equity - Beginning						102,828,025	96,949,828
City's Equity - Ending						<u>\$106,975,274</u>	<u>\$102,828,025</u>

**HASTINGS UTILITIES
ELECTRIC DEPARTMENT
STATEMENT OF REVENUES AND EXPENSES
September, 2018**

	September 2018	Year To Date 2017-2018	September 2017	Year To Date 2016-2017	Budget 2017-2018	YTD Budget % 2017-2018
Operating Revenues						
Retail Sales	\$2,375,078	\$24,896,372	\$2,313,558	\$24,371,114		
Interdepartmental Sales	40,619	493,420	41,913	484,819		
Fuel Cost Adjustment	1,027,754	10,449,669	952,851	10,238,390		
Total Retail Sales	\$3,443,451	\$35,839,461	\$3,308,322	\$35,094,323	\$35,000,000	102.4%
Wholesale Sales	209,855	2,265,660	114,412	2,694,042	2,500,000	90.6%
Total Operating Revenue	\$3,653,306	\$38,105,121	\$3,422,734	\$37,788,365	\$37,500,000	101.6%
Operating Expenses						
Production:						
Fuel	\$417,065	\$4,888,287	(\$27,813)	\$6,276,748	\$6,500,000	75.2%
Other	1,076,649	7,338,908	1,026,605	6,578,585	7,678,000	95.6%
Purchased Power	238,191	3,999,408	359,500	2,377,004	2,600,000	153.8%
Purchased Power - PPGA	1,257,240	9,638,780	813,565	8,293,288	9,300,000	103.6%
Transmission and Distribution	181,319	1,691,902	185,689	1,818,747	1,743,000	97.1%
General and Administrative						
Direct	203,688	2,360,550	(96,650)	2,096,602	2,730,000	86.5%
Indirect	(320,439)	2,960,638	(87,512)	2,938,907	3,484,000	85.0%
Cash Payments in Lieu Of Taxes	194,085	2,133,887	337,333	2,116,148	2,100,000	101.6%
Total Operating Expenses	\$3,247,798	\$35,012,360	\$2,510,717	\$32,496,029	\$36,135,000	96.9%
Operating Inc. (Loss) Before Deprec.	\$405,508	\$3,092,761	\$912,017	\$5,292,336	\$1,365,000	226.6%
Less Depreciation	412,182	4,932,078	405,529	4,867,008	4,900,000	100.7%
Operating Income (Loss)	(\$6,674)	(\$1,839,317)	\$506,488	\$425,328	(\$3,535,000)	52.0%
Add - Other Income						
Interest Income	\$28,203	\$305,573	\$21,656	\$172,065	\$95,000	321.7%
Participation & Capacity Agreements	40,352	868,709	89,731	794,636	810,000	107.2%
Coal Sales - Ethanol	350,359	4,923,750	430,973	5,340,262	4,500,000	109.4%
Electric Jobbing Sales	6,923	93,182	13,817	133,924	150,000	62.1%
Reimbursement from PPGA	709,784	6,097,526	624,330	5,708,672	5,800,000	105.1%
Other	25,666	345,326	24,017	343,927	322,000	107.2%
Total Other Income	\$1,161,287	\$12,634,066	\$1,204,524	\$12,493,486	\$11,677,000	108.2%
Deduct - Other Expense						
Interest & Amortization of Bond Expense	\$12,969	\$215,145	\$6,904	\$380,045	\$229,000	93.9%
Coal Cost - Ethanol	230,439	3,330,454	296,013	3,704,805	3,150,000	105.7%
Non Utility Plant Depreciation	57,731	692,772	57,731	692,772	693,000	100.0%
Cost of Electrical Jobbing	11,267	124,994	27,299	161,980	145,000	86.2%
Cost of Services to PPGA	709,784	6,097,526	624,330	5,708,672	5,800,000	105.1%
Total Other Expenses	\$1,022,190	\$10,460,891	\$1,012,277	\$10,648,274	\$10,017,000	104.4%
Income Before Contrib. in Aid of Const.	\$132,423	\$333,858	\$698,735	\$2,270,540	(\$1,875,000)	(17.8)%
Downtown Block Project Funding	-	-	-	-	-	
Contribution in Aid of Construction	-	28,988	75,979	214,651	100,000	29.0%
Net Income (Loss)	\$132,423	\$362,846	\$774,714	\$2,485,191	(\$1,775,000)	(20.4)%

**HASTINGS UTILITIES
GAS DEPARTMENT
STATEMENT OF REVENUES AND EXPENSES
September, 2018**

	September 2018	Year To Date 2017-2018	September 2017	Year To Date 2016-2017	Budget 2017-2018	YTD Budget % 2017-2018
Operating Revenues						
Retail Sales	\$228,500	\$7,412,703	\$212,892	\$6,495,805		
Interdepartmental Sales	(292)	49,708	570	\$59,848		
Purchased Gas Adjustment	(7,772)	782,024	33,382	1,139,263		
Total Operating Revenues	\$220,436	\$8,244,435	\$246,844	\$7,694,916	\$8,100,000	101.8%
Operating Expenses						
Production:						
Natural Gas Purchased	\$177,596	\$4,422,165	\$152,518	\$4,333,328	\$5,200,000	85.0%
Gas Refund	-	-	-	-	-	
Peak Shaving Plant	6,846	45,634	2,348	39,741	65,000	70.2%
Transmission and Distribution	97,708	1,050,261	83,903	1,037,668	1,095,000	95.9%
General and Administrative:						
Direct	54,286	784,680	(147,659)	652,449	794,000	98.8%
Indirect	(78,326)	723,676	(23,013)	772,839	916,000	79.0%
Cash Payments in Lieu Of Taxes	47,630	329,777	65,450	307,797	324,000	101.8%
Transfer to General Fund - Res. 1344	30,749	226,710	74,906	195,961	206,000	110.1%
Intra-City Services Fund	8,689	42,708	11,768	39,456	100,000	42.7%
Total Operating Expenses	\$345,178	\$7,625,611	\$220,221	\$7,379,239	\$8,700,000	87.7%
Operating Inc. (Loss) Before Deprec.	(\$124,742)	\$618,824	\$26,623	\$315,677	(\$600,000)	(103.1)%
Less Depreciation	122,840	1,467,360	119,582	1,434,558	1,430,000	102.6%
Operating Income (Loss)	(\$247,582)	(\$848,536)	(\$92,959)	(\$1,118,881)	(\$2,030,000)	41.8%
Add - Other Income						
Gas Jobbing Sales	\$510	\$17,137	\$2,932	\$25,155	\$25,000	68.5%
Interest Income	10,326	10,326	7,584	7,584	-	
Reimbursement from PPGA	-	-	-	962	-	
Other	113,238	537,646	-	-	10,000	5,376.5%
Allocation of Admin Department Revenue	11,186	246,154	13,954	110,777	91,000	270.5%
Total Other Income	\$135,260	\$811,263	\$24,470	\$144,478	\$126,000	643.9%
Deduct - Other Expenses						
Cost of Gas Jobbing	\$2,472	\$54,593	\$5,787	\$89,594	\$85,000	64.2%
Interest Expense	-	-	-	-	-	
Economic Development	-	975,000	-	-	2,488,000	39.2%
Cost of Services to PPGA	-	-	-	962	-	
Total Other Expenses	\$2,472	\$1,029,593	\$5,787	\$90,556	\$2,573,000	40.0%
Income Before Contrib. in Aid of Const.	(\$114,794)	(\$1,066,866)	(\$74,276)	(\$1,064,959)	(\$4,477,000)	23.8%
Downtown Block Project Funding	-	-	-	-	-	
Contribution in Aid of Construction	-	-	-	-	-	
Net Income (Loss)	(\$114,794)	(\$1,066,866)	(\$74,276)	(\$1,064,959)	(\$4,477,000)	23.8%

**HASTINGS UTILITIES
WATER DEPARTMENT
STATEMENT OF REVENUES AND EXPENSES
September, 2018**

	September 2018	Year To Date 2017-2018	September 2017	Year To Date 2016-2017	Budget 2017-2018	YTD Budget % 2017-2018
Operating Revenues						
Water Sales to Customers	\$605,072	\$6,338,583	\$634,792	\$6,063,060		
Interdepartmental Sales	6,660	75,635	6,877	70,981		
Total Operating Revenue	\$611,732	\$6,414,218	\$641,669	\$6,134,041	\$7,000,000	91.6%
Operating Expenses						
Production:						
Purchased power	\$41,710	\$422,121	\$39,088	\$401,917	\$400,000	105.5%
Other	16,686	366,235	21,782	385,323	342,000	107.1%
Operation of Water Treatment	20,519	145,637	2,664	4,486	390,000	
Transmission and Distribution	108,560	814,157	58,024	775,246	954,000	85.3%
General and Administrative:						
Direct	(5,707)	352,707	(115,561)	657,620	472,000	74.7%
Indirect	(78,439)	724,723	(20,964)	704,025	835,000	86.8%
Cash Payments in Lieu Of Taxes	40,675	329,691	56,075	315,290	360,000	91.6%
Transfer to General Fund - Res. 1344	8,481	164,238	45,093	155,757	178,000	92.3%
Total Operating Expenses	\$152,485	\$3,319,509	\$86,201	\$3,399,664	\$3,931,000	84.4%
Operating Income Before Depreciation	\$459,247	\$3,094,709	\$555,468	\$2,734,377	\$3,069,000	100.8%
Less Depreciation	52,753	619,800	41,674	500,106	510,000	121.5%
Operating Income (Loss)	\$406,494	\$2,474,909	\$513,794	\$2,234,271	\$2,559,000	96.7%
Add Other Income						
Interest Income	\$0	\$0	\$0	\$0	\$0	0.0%
Water Jobbing Sales	1,174	33,176	4,872	39,770	50,000	66.4%
Reimbursement from PPGA	91	1,325	-	275	-	
Other	-	12,022	-	14,620	20,000	60.1%
Allocation of Admin Department Revenue	4,759	104,719	5,273	41,858	34,000	308.0%
Total Other Income	\$6,024	\$151,242	\$10,145	\$96,523	\$104,000	145.4%
Deduct Other Expense						
Interest Expense - SRF Loan	\$10,590	\$10,590	\$0	\$0	\$0	0.0%
Cost of Water Jobbing	2,066	26,425	5,475	27,277	37,000	71.4%
Cost of Services to PPGA	91	1,325	-	275	-	
Total Other Expenses	\$12,747	\$38,340	\$5,475	\$27,552	\$37,000	103.6%
Income (Loss) Before Contrib. Aid Const.	\$399,771	\$2,587,811	\$518,464	\$2,303,242	\$2,626,000	98.5%
Downtown Block Project Funding	-	-	-	-	-	0.0%
Sustainability Fund Grant	-	-	-	-	-	0.0%
Contribution in Aid of Construction	(2,132,234)	1,462,110	461,096	4,035,945	100,000	1,462.1%
Net Income (Loss)	(\$1,732,463)	\$4,049,921	\$979,560	\$6,339,187	\$2,726,000	148.6%

**HASTINGS UTILITIES
POLLUTION CONTROL
STATEMENT OF REVENUES AND EXPENSES
September, 2018**

	September 2018	Year To Date 2017-2018	September 2017	Year To Date 2016-2017	Budget 2017-2018	YTD Budget % 2017-2018
Operating Revenues						
Sewer Service Charge - Customers	\$636,612	\$6,396,243	\$510,366	\$5,962,021		
Interdepartmental Charges	8,607	46,819	1,012	7,777		
Total Operating Revenue	\$645,219	\$6,443,062	\$511,378	\$5,969,798	\$6,200,000	103.9%
Operating Expenses						
Sewer Treatment:						
Purchased Power	\$15,142	\$219,046	\$16,895	\$231,144	\$240,000	91.3%
Other	147,250	1,116,248	128,600	1,134,525	1,153,000	96.8%
Sewer Line Expense	83,174	497,735	71,640	567,354	550,000	90.5%
General and Administrative:						
Direct	78,565	545,687	135,621	501,067	578,000	94.4%
Indirect	(89,143)	823,620	(26,134)	877,649	1,041,000	79.1%
Cash Payments in Lieu Of Taxes	38,829	257,722	32,831	238,792	248,000	103.9%
Total Operating Expenses	\$273,817	\$3,460,058	\$359,453	\$3,550,531	\$3,810,000	90.8%
Operating Income Before Depreciation	\$371,402	\$2,983,004	\$151,925	\$2,419,267	\$2,390,000	124.8%
Less Depreciation	155,991	1,869,600	147,894	1,774,206	1,780,000	105.0%
Operating Income (Loss)	\$215,411	\$1,113,404	\$4,031	\$645,061	\$610,000	182.5%
Add Other Income						
Interest Income	\$1,956	\$22,968	\$1,958	\$18,052	\$19,000	120.9%
Sewer Jobbing Sales	753	3,444	157	5,976	5,000	68.9%
Reimbursement from PPGA	-	181	-	-	-	
Other	-	26,573	-	30,052	50,000	53.1%
Allocation of Admin Department Revenue	2,466	54,264	2,684	21,304	17,000	319.2%
Total Other Income	\$5,175	\$107,430	\$4,799	\$75,384	\$91,000	118.1%
Deduct Other Expense						
Interest and Amortization of Bond Expense	\$16,943	\$518,006	\$23,388	\$543,341	\$541,000	95.7%
Cost of Sewer Jobbing	361	2,880	-	3,672	3,000	96.0%
Cost of Services to PPGA	-	181	-	-	-	
Total Other Expenses	\$17,304	\$521,067	\$23,388	\$547,013	\$544,000	95.8%
Inc. (Loss) Before Contrib. in Aid Const.	\$203,282	\$699,767	(\$14,558)	\$173,432	\$157,000	445.7%
Downtown Block Project Funding	-	-	-	-	-	
Contribution in Aid of Construction	58,685	210,126	92,509	220,098	80,000	262.7%
Net Income (Loss)	\$261,967	\$909,893	\$77,951	\$393,530	\$237,000	383.9%

HASTINGS UTILITIES
ADMINISTRATIVE DEPARTMENT
STATEMENT OF REVENUES AND EXPENSES
September, 2018

	September 2018	Year To Date 2017-2018	September 2017	Year To Date 2016-2017	Budget 2017-2018	YTD Budget % 2017-2018
General and Administrative						
Supervision - Customer Accounts	\$20,706	\$146,776	\$18,019	\$136,510	\$139,000	105.6%
Meter Reading Expense	30,981	218,471	25,535	206,168	217,000	100.7%
Customer Records and Collection	47,975	473,973	56,538	478,403	486,000	97.5%
Uncollectible Accounts	(688)	44,738	(823)	38,393	50,000	89.5%
Customer Service & Information	(36,824)	28,646	8,625	130,054	166,000	17.3%
Advertising	-	-	-	1,393	-	0.0%
Postage	6,600	97,469	12,605	103,724	112,000	87.0%
Engineering	201,098	1,436,326	178,664	1,338,730	1,405,000	102.2%
Locating	9,957	82,004	9,038	78,577	77,000	106.5%
Information Technology	26,011	310,964	44,404	301,404	336,000	92.5%
General and Administrative Salaries	54,666	1,376,705	146,685	1,119,475	1,260,000	109.3%
Human Resources	13,821	108,960	11,410	98,166	124,000	87.9%
Admin & Engineering Services to PPGA	102,888	924,119	110,402	938,309	960,000	96.3%
Charges to EPS	355	6,581	576	7,731	8,000	82.3%
Office Supplies	17,410	136,691	22,072	171,887	191,000	71.6%
Travel, Training, Misc. General Expense	4,253	12,260	1,242	5,942	25,000	49.0%
Outside Services	29,260	341,444	85,541	333,424	550,000	62.1%
Property Insurance	13,110	52,608	4,426	56,309	60,000	87.7%
Injuries and Damages	2,827	33,923	3,948	38,990	40,000	84.8%
Employee Benefits	10,013	1,446,947	38,376	1,423,165	1,624,000	89.1%
Safety Training & Equipment	16,823	140,259	12,254	132,165	175,000	80.1%
Misc. General Expense	23,347	45,793	203	42,530	23,000	199.1%
Maintenance of Buildings & Grounds	33,779	356,806	76,928	372,383	400,000	89.2%
Depreciation	1,328	16,086	1,328	15,936	16,000	100.5%
Total General and Administrative	\$629,696	\$7,838,549	\$867,996	\$7,569,768	\$8,444,000	92.8%
Less Overhead Allocated	1,092,800	1,675,192	914,642	1,330,308	1,200,000	139.6%
Less Reimbursement from PPGA	102,888	924,119	110,401	938,309	960,000	96.3%
Less Reimbursement from EPS	355	6,581	576	7,731	8,000	82.3%
Allocable Expenses	(\$566,347)	\$5,232,657	(\$157,623)	\$5,293,420	\$6,276,000	83.4%

HASTINGS UTILITIES
ADMINISTRATIVE DEPARTMENT
STATEMENT OF REVENUES AND EXPENSES
September, 2018

	September 2018	Year To Date 2017-2018	September 2017	Year To Date 2016-2017	Budget 2017-2018	YTD Budget % 2017-2018
Allocable Expenses Brought Forward	(\$566,347)	\$5,232,657	(\$157,623)	\$5,293,420	\$6,276,000	
Allocations to Operating Departments						
Electric	(\$320,439)	\$2,960,638	(\$87,512)	\$2,938,907	\$3,484,000	85.0%
Gas	(78,326)	723,676	(23,013)	772,839	916,000	79.0%
Water	(78,439)	724,723	(20,964)	704,025	835,000	86.8%
Pollution Control	(89,143)	823,620	(26,134)	877,649	1,041,000	79.1%
Total Allocations	(\$566,347)	\$5,232,657	(\$157,623)	\$5,293,420	\$6,276,000	83.4%
Net Operating Expenses	\$0	\$0	\$0	\$0	\$0	0.0%
Add Other Income						
Interest	\$10,028	\$286,792	\$13,762	\$75,399		
Sales Tax Collection Fee	77	902	75	1,062		
Posting Charges	6,360	75,315	6,280	77,005		
Reconnect Charges	1,200	11,700	900	11,400		
Other	751	30,549	962	9,614		
Total Other Income	\$18,416	\$405,258	\$21,979	\$174,480	\$142,000	285.4%
Allocation Of Other Income To Operating Departments						
Gas	\$11,186	\$246,154	\$13,954	\$110,777	\$91,000	270.5%
Water	4,759	104,719	5,273	41,858	34,000	308.0%
Pollution Control	2,466	54,264	2,684	21,304	17,000	319.2%
Street Lighting	5	121	68	541	-	0.0%
Total Allocations	\$18,416	\$405,258	\$21,979	\$174,480	\$142,000	285.4%
Net Income (Loss)	\$0	\$0	\$0	\$0	\$0	0.0%

HASTINGS UTILITIES
STREET LIGHTING
STATEMENT OF REVENUES AND EXPENSES
September, 2018

	September 2018	Year To Date 2017-2018	September 2017	Year To Date 2016-2017	Budget 2017-2018	YTD Budget % 2017-2018
Operating Revenues						
Operating Revenue	\$44,770	\$511,321	\$41,723	\$505,434		
Total Operating Revenue	<u>\$44,770</u>	<u>\$511,321</u>	<u>\$41,723</u>	<u>\$505,434</u>	<u>\$500,000</u>	<u>102.3%</u>
Operating Expenses						
Production:						
Operation & Maintenance	\$1,327	\$59,683	\$6,310	\$62,734	\$90,000	66.3%
Purchased Power	9,756	140,295	12,964	173,811	175,000	80.2%
General and Administrative:						
Direct	-	-	-	-	-	
Indirect	1,334	24,001	2,312	28,385	32,000	75.0%
Total Operating Expenses	<u>\$12,417</u>	<u>\$223,979</u>	<u>\$21,586</u>	<u>\$264,930</u>	<u>\$297,000</u>	<u>75.4%</u>
Operating Income (Loss) Before Deprec.	\$32,353	\$287,342	\$20,137	\$240,504	\$203,000	141.5%
Less Depreciation	2,764	33,162	2,547	30,606	32,000	103.6%
Operating Income (Loss)	<u>\$29,589</u>	<u>\$254,180</u>	<u>\$17,590</u>	<u>\$209,898</u>	<u>\$171,000</u>	<u>148.6%</u>
Add - Other Income						
Allocation of Admin Department Revenue	\$5	\$121	\$68	\$541	\$0	0.0%
Total Other Income	<u>\$5</u>	<u>\$121</u>	<u>\$68</u>	<u>\$541</u>	<u>\$0</u>	<u>0.0%</u>
Deduct - Other Expenses						
Interest	\$0	\$0	\$0	\$0	\$0	0.0%
Total Other Expenses	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>0.0%</u>
Income Before Contrib. in Aid Const.	\$29,594	\$254,301	\$17,658	\$210,439	\$171,000	148.7%
Contribution in Aid of Construction	-	-	-	-	-	
Net Income (Loss)	<u>\$29,594</u>	<u>\$254,301</u>	<u>\$17,658</u>	<u>\$210,439</u>	<u>\$171,000</u>	<u>148.7%</u>

HASTINGS UTILITIES
CITY OF HASTINGS, NEBRASKA
ELECTRIC SYSTEM
SCHEDULE OF NET RECEIPTS AS DEFINED BY BOND ORDINANCE
Twelve Months Ended September 30, 2018

Revenues

Electricity Sales to Customers	\$38,105,121
Interest Income	305,573
Participation and Capacity Agreements	868,709
Coal Income - Ethanol (Net of Expenses)	1,593,296
Other Services Furnished to Customers, Net of Expenses	313,514
Total Revenues	<u>\$41,186,213</u>

Expenses

Production:	
Fuel	\$4,888,287
Other	7,338,908
Purchased Power	13,638,188
Transmission and Distribution	1,691,902
General and Administration	5,321,188
Total Expenses	<u>\$32,878,473</u>
 Net Receipts as Defined by Bond Ordinance	 <u><u>\$8,307,740</u></u>

Maximum Annual Debt Service Ratio 1.99

\$ 4,172,580

Previous Twelve Months Debt Service Ratios

September	2017	2.33
October	2017	2.25
November	2017	2.26
December	2017	2.10
January	2018	2.23
February	2018	2.24
March	2018	2.24
April	2018	2.25
May	2018	2.16
June	2018	2.17
July	2018	2.10
August	2018	2.19

HASTINGS UTILITIES
CITY OF HASTINGS, NEBRASKA
COMBINED SYSTEM
SCHEDULE OF NET RECEIPTS AS DEFINED BY BOND ORDINANCE
Twelve Months Ended September 30, 2018

Revenues

Gas	\$8,244,435
Water	6,414,218
Pollution Control	6,443,062
Street Lighting	511,321
Other Services Furnished to Customers, Net of Expenses	9,651
Total Revenues	<u><u>\$21,622,687</u></u>

Expenses

Gas	\$7,026,416
Water	2,825,580
Pollution Control	3,202,336
Street Lighting	223,979
Total Expenses	<u><u>\$13,278,311</u></u>

Net Receipts as Defined by Bond Ordinance	<u><u>\$8,344,376</u></u>
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Average Annual Combined Debt Service Ratio	6.02
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\$1,385,921

Previous Twelve Months Debt Service Ratios

September	2017	5.09
October	2017	5.13
November	2017	5.32
December	2017	5.38
January	2018	5.41
February	2018	5.56
March	2018	5.89
April	2018	5.95
May	2018	6.17
June	2018	6.11
July	2018	6.08
August	2018	6.03

SUPPLEMENTARY DATA

HASTINGS UTILITIES

Statement Of Changes in Financial Position For the Month Ended September 30, 2018

	Electric System	Combined System	Total
FUNDS PROVIDED			
Operations			
Net Income (Loss)	\$132,423	(\$1,555,696)	(\$1,423,273)
Add Items Not Requiring Funds:			
Depreciation	485,145	349,651	834,796
Amortization	253	(5,932)	(5,679)
Total Funds Provided (Used) by Operations	\$617,821	(\$1,211,977)	(\$594,156)
Other Provisions			
Increase in Customer Deposits	\$0	\$6,065	\$6,065
Increase in Health Insurance Claims	-	69,373	69,373
Increase in Accounts Payable	222,226	572,253	794,479
Increase in Deferred Credits	86,230	-	86,230
Increase in SRF Note Payable	-	2,781,130	2,781,130
Increase in Intercompany Payable	182,177	-	182,177
Increase in Interest Payable	12,715	33,537	46,252
Decrease in Interest Receivable	1,944	-	1,944
Decrease in Inventories	52,582	-	52,582
Decrease in Prepaid Expenses	167,093	-	167,093
Decrease in Deferred Charges	-	6,014	6,014
Decrease in Property and Equipment:			
Administrative Department	-	163,680	163,680
TOTAL FUNDS PROVIDED	\$1,342,788	\$2,420,075	\$3,762,863
FUNDS APPLIED			
Increase in Accounts Receivable	\$416,896	\$278,144	\$695,040
Increase in Inventories	-	3,050	3,050
Increase in Interest Receivable	-	1,470	1,470
Increase in Intercompany Receivable	-	182,177	182,177
Increase in Deferred Charges	1,728	-	1,728
Increase in Property and Equipment:			
Electrical Department	1,330,350		1,330,350
Gas Department	-	135,248	135,248
Water Department	-	1,204,370	1,204,370
Pollution Control Department	-	136,022	136,022
Street Lighting Department	-	141,357	141,357
Decrease in Deferred Credits	-	25,344	25,344
TOTAL FUNDS APPLIED	\$1,748,974	\$2,693,553	\$3,856,156
INCREASE (DECREASE) CASH AND INVESTMENTS	(\$406,186)	(\$273,478)	(\$93,293)
SUMMARY OF CHANGES IN CASH AND INVESTMENTS			
Special Funds	(\$1,726,034)	\$54,602	(\$1,671,432)
General	1,319,848	(328,080)	991,768
	(\$406,186)	(\$273,478)	(\$679,664)

HASTINGS UTILITIES

Statement Of Changes in Financial Position For 12 Months Ended September 30, 2018

	Electric System	Combined System	Total
FUNDS PROVIDED			
Operations			
Net Income (Loss)	\$362,846	\$4,147,249	\$4,510,095
Add Items Not Requiring Funds:			
Depreciation	5,814,029	4,184,249	9,998,278
Amortization	11,061	(71,176)	(60,115)
Total Funds Provided (Used) by Operations	\$6,187,936	\$8,260,322	\$14,448,258
Other Provisions			
Increase in Customer Deposits	\$0	\$61,650	\$61,650
Increase in Health Insurance Claims Payable	-	41,487	41,487
Increase in Accounts Payable	141,623	-	141,623
Increase in Deferred Credits	141,694	-	141,694
Increase in SRF Note Payable	-	2,781,130	2,781,130
Increase in Intercompany Payable	1,155,815	-	1,155,815
Decrease in Interest Receivable	2,397	-	2,397
Decrease in Inventories	791,926	134,715	926,641
Decrease in Prepaid Expenses	145,710	-	145,710
Decrease in Deferred Charges	16,384	-	16,384
TOTAL FUNDS PROVIDED	\$8,583,485	\$11,279,304	\$19,862,789
FUNDS APPLIED			
Increase in Accounts Receivable	\$29,570	\$177,760	\$207,330
Increase in Interest Receivable	-	3,249	3,249
Increase in Intercompany Receivable	-	1,155,815	1,155,815
Increase in Reinsurance Receivable	-	75,544	75,544
Increase in Grants Receivable	-	123,305	123,305
Increase in Deferred Charges	-	32,205	32,205
Increase in Property and Equipment:			
Electrical Department	4,820,663	-	4,820,663
Gas Department	-	646,991	646,991
Water Department	-	4,966,429	4,966,429
Pollution Control Department	-	597,073	597,073
Street Lighting Department	-	757,542	757,542
Administrative Department	-	26,546	26,546
Decrease in Revenue Bonds	4,120,000	1,190,000	5,310,000
Decrease in Accounts Payable	-	969,684	969,684
Decrease in Deferred Credits	-	322,466	322,466
Decrease in Interest Payable	51,496	3,641	55,137
TOTAL FUNDS APPLIED	\$9,021,729	\$11,048,250	\$20,069,979
INCREASE (DECREASE) CASH AND INVESTMENTS	(\$438,244)	\$231,054	(\$207,190)
SUMMARY OF CHANGES IN CASH AND INVESTMENTS			
Special Funds	(\$3,190,617)	(\$1,172,790)	(\$4,363,407)
General	2,752,373	1,403,844	4,156,217
	(\$438,244)	\$231,054	(\$207,190)

HASTINGS UTILITIES
COMPARATIVE STATEMENT OF PRODUCTION
September 2018 and 2017 - Year to Date 2018 and 2017

Electric Department K-W Hours	No. Meters			No. Meters		
	In Service 9/30/2018	September 2018	Year to Date 2017-2018	In Service 9/30/2017	September 2017	Year to Date 2016-2017
Residential - Hastings	10,456	9,956,690	104,030,460	10,398	10,221,177	99,381,855
Residential - Rural	274	320,301	4,928,725	273	348,530	4,714,008
Residential - Juniata	343	286,902	4,220,348	344	328,349	3,924,213
Commercial - Hastings	1,876	6,864,277	77,172,066	1,864	7,407,381	77,947,193
Commercial - Rural	194	893,973	11,940,437	189	1,122,008	11,147,459
Commercial - Juniata	50	113,703	1,497,506	47	133,966	1,455,637
Commercial Heating - Hastings	33	154,019	2,362,013	33	164,024	2,127,449
Commercial Heating - Rural	3	8,208	129,430	3	4,374	124,043
Primary Power	40	18,271,350	203,283,980	39	17,726,800	200,108,241
Irrigation	118	56,698	1,781,326	115	149,089	2,320,975
Street Lighting - Hastings	1	144,428	2,146,038	1	200,966	2,650,996
Traffics - Hastings	1	9,793	131,536	1	13,198	147,456
Street Lighting - Juniata	1	8,633	108,188	1	8,922	107,848
Public Authorities - Hastings	87	356,361	3,486,972	87	348,310	3,339,718
Public Authorities - Juniata	10	30,684	421,574	10	38,418	449,852
Unmetered	12	5,214	62,568	12	5,214	62,568
Interdepartmental	29	647,465	8,403,099	32	715,788	8,051,860
	<u>13,528</u>			<u>13,449</u>		
Total Retail Sales		38,128,699	426,106,266		38,936,514	418,061,371
Total Wholesale Sales		6,320,597	86,840,679		5,770,150	107,109,356
Total Sales		<u>44,449,296</u>	<u>512,946,945</u>		<u>44,706,664</u>	<u>525,170,727</u>
Gross Generation		32,157,600	330,531,310		20,696,660	409,302,630
Less Plant Power		3,676,529	36,299,749		3,408,153	43,675,389
Net Generation		<u>28,481,071</u>	<u>294,231,561</u>		<u>17,288,507</u>	<u>365,627,241</u>
KWH Purchased		18,406,950	236,160,069		23,766,786	176,205,382
Total KWH		<u>46,888,021</u>	<u>530,391,630</u>		<u>41,055,293</u>	<u>541,832,623</u>
Unaccounted For/Unbilled		2,438,725	17,444,685		(3,651,371)	16,661,896
KWH Sold (Retail and Wholesale)		<u>44,449,296</u>	<u>512,946,945</u>		<u>44,706,664</u>	<u>525,170,727</u>

HASTINGS UTILITIES
COMPARATIVE STATEMENT OF PRODUCTION
September 2018 and 2017 - Year to Date 2018 and 2017

	No. Meters In Service 9/30/2018	September 2018	Year to Date 2017-2018	No. Meters In Service 9/30/2017	September 2017	Year to Date 2016-2017
Water Department - CCF						
Residential - Hastings	8,507	103,352	973,495	8,468	140,325	1,125,702
Residential - Rural	34	332	3,530	33	415	3,555
Residential - CMS	5	31	500	5	40	449
Commercial - Hastings	1,315	78,039	759,799	1,313	91,321	781,493
** Commercial - Rural	28	947	7,916	27	1,266	11,518
Commercial - CMS	76	12,213	162,058	75	11,783	153,328
Large Industrial - Hastings	4	22,121	216,558	5	25,549	229,922
Large Industrial - Rural	1	39,806	440,749	1	36,747	440,472
Sales to Public Authorities	68	6,304	63,757	71	9,881	69,131
Interdepartmental	28	2,810	32,635	28	3,501	34,453
	<u>10,066</u>			<u>10,026</u>		
Total Retail Sales		265,955	2,660,997		320,828	2,850,023
Total Wholesale Sales		3,688	46,108		3,524	51,554
		<u>269,643</u>	<u>2,707,105</u>		<u>324,352</u>	<u>2,901,577</u>
Total Sales						
CCF Pumped		257,417	2,831,670		316,850	3,042,458
Water Main Flushing		454	5,645		136	2,039
Unaccounted For/Unbilled		(12,680)	118,920		(7,638)	138,842
CCF Sold		<u>269,643</u>	<u>2,707,105</u>		<u>324,352</u>	<u>2,901,577</u>
Gas Department - CCF *						
Residential - Hastings	9,321	134,135	7,380,831	9,312	142,734	6,345,422
Residential - Rural	17	186	18,288	25	195	14,457
Commercial - Hastings	1,229	57,372	3,136,896	1,213	63,331	2,662,793
Commercial - Rural	27	853	60,363	27	10,647	69,527
Industrial - Hastings	46	144,941	2,896,470	44	136,298	2,571,193
Industrial - Rural	2	3,443	145,601	2	3,388	126,079
Sales to Public Authorities	21	2,010	122,383	21	1,128	115,891
Firm Transportation	11	58,372	1,248,451	11	56,938	1,133,302
Interdepartmental	7	426	113,476	7	592	135,174
Total	<u>10,681</u>	<u>401,738</u>	<u>15,122,759</u>	<u>10,662</u>	<u>415,251</u>	<u>13,173,838</u>
Gas Purchased		349,880	12,691,290		335,650	11,055,005
Gas Manufactured		-	800		-	-
Total CCF		<u>349,880</u>	<u>12,692,090</u>		<u>335,650</u>	<u>11,055,005</u>
Unaccounted For/Unbilled		(51,858)	(2,430,669)		(79,601)	(2,118,833)
CCF Sold		<u>401,738</u>	<u>15,122,759</u>		<u>415,251</u>	<u>13,173,838</u>

*Volume adjusted based on 945 Btu/cf

**Year to Date reflects a reduction in the July Commercial Rural CCF of 27,576 CCF sold

HASTINGS UTILITIES
Unit Sales and Cost Analysis
Electric Department
Year to Date September 30, 2018

		KWH Purchased & Generated	
Generated		330,531,310	(A)
Plant Use		36,299,749	
		<u>294,231,561</u>	(B)
Purchased		236,160,069	(C)
Net Generation & Purchase		<u>530,391,630</u>	
Unaccounted For/Unbilled		<u>17,444,685</u>	
Total KWH for Resale			
Retail	426,106,266	(E)	
Wholesale	<u>86,840,679</u>	<u>512,946,945</u>	(D)
		Expense	Cost Net KWH
Production:			
Fuel		\$4,888,287	0.01661 (B)
Other Production Expense		7,338,908	0.02494 (B)
Production Depreciation		2,907,738	0.00988 (B)
Total Production Expense		<u>\$15,134,933</u>	<u>0.05144 (B)</u>
Power Purchased		13,638,188	0.05775 (C)
Total Power Expense		<u>\$28,773,121</u>	<u>0.05609 (D)</u>
Transmission & Distribution		1,691,902	0.00330 (D)
General & Administrative		5,321,188	0.01037 (D)
Other Depreciation		2,024,340	0.00395 (D)
Payment in Lieu of Taxes		2,133,887	0.00416 (D)
Total Power & Distribution Expense		<u>\$39,944,438</u>	<u>0.07787 (D)</u>
Long Term Debt Interest		215,145	0.00042 (D)
Total Cost		<u><u>\$40,159,583</u></u>	<u><u>0.07829 (D)</u></u>
Revenue - KWH Sold - Retail		\$35,839,461	0.08411 (E)
Revenue - KWH Sold - Wholesale		2,265,660	
Interest Earned		305,573	
Participation & Capacity Agreements		868,709	
Coal Income - Ethanol (Net of Expenses)		1,593,296	
Other Services Net of Expenses		313,514	
Total Revenues		<u><u>\$41,186,213</u></u>	

HASTINGS UTILITIES

Unit Sales and Cost Analysis

Year to Date September 30, 2018

Water Department

Total Water Pumped (CCF)	2,831,670
Water Main Flushing	5,645
Unaccounted For/Unbilled	118,920
Water for Resale	<u><u>2,707,105</u></u>

	<u>Expenses</u> <u>Year to Date</u>	<u>Cost Per</u> <u>CCF Sold</u>	<u>Cost Per</u> <u>CCF Pumped</u>
Expenses			
Production	\$788,356	0.29122	0.27841
Operation of Water Treatment	145,637	0.05380	0.05143
Transmission & Distribution	814,157	0.30075	0.28752
General & Administrative	1,077,430	0.39800	0.38049
Depreciation	619,800	0.22895	0.21888
Payment in Lieu of Taxes	329,691	0.12179	0.11643
Trans. To General Fund - Res. 1344	164,238	0.06067	0.05800
Subtotal	<u>\$3,939,309</u>	<u>1.45517</u>	<u>1.39116</u>
Distribution Loss	-	-	0.06401
Total	<u><u>\$3,939,309</u></u>	<u><u>1.45517</u></u>	<u><u>1.45517</u></u>
Total Revenue & Earnings per CCF Sold	<u><u>\$6,414,218</u></u>	<u><u>2.36940</u></u>	

Gas Department

Total Gas Purchased (CCF)	12,691,290
Equivalent Gas Manufactured (CCF)	800
Total	<u>12,692,090</u>
Unaccounted For/Unbilled (CCF)	<u>(2,430,669)</u>
Total Gas for Resale (CCF)	<u><u>15,122,759</u></u>

	<u>Expenses</u> <u>Year to Date</u>	<u>Net Cost</u> <u>per CCF</u>
Expenses		
Gas Purchased & Manufactured	\$4,467,799	0.29544
Transmission & Distribution	1,050,260	0.06945
General & Administrative	1,508,356	0.09974
Depreciation	1,467,360	0.09703
Payment in Lieu of Taxes	329,777	0.02181
Trans. To General Fund - Res. 1344	226,710	0.01499
Intra-City Services Fund	42,708	0.00282
Total	<u><u>\$9,092,970</u></u>	<u><u>0.60128</u></u>
Total Revenue & Earnings per CCF Sold	<u><u>\$8,244,435</u></u>	<u><u>0.54517</u></u>

MONTHLY OPERATING DATA
September 2018

	<u>Current Month</u>	<u>Year to Date</u>	<u>Previous Year</u>
<u>Electric</u> Peak Hour	82.6 MW @ 1700 9/19/2018	90.9 MW @ 1600 7/12/2018	90.3 MW @ 1700 7/10/2017
<u>Gas</u>	2,317 MCF 09/30-10/1/2018 2,518 MMBTU	13,037 MCF 01/15-16/2018 11,959 MMBTU	12,115 MCF 12/17-18/2016 13,100 MMBTU
<u>Water</u> Peak Day	10.892 MGD 9/17/2018	13.661 MGD 6/15/2018	16.778 MGD 7/11/2017
<u>PCC</u> Peak Day	4.825 MGD 9/04/2018	4.825 MGD 9/04/2018	5.202 MGD 5/19/2017

HASTINGS UTILITIES
COMPARISON OF CAPITAL EXPENDITURES WITH BUDGET
SEPTEMBER 2018
ELECTRIC DEPARTMENT

B.I.		BUDGET	W.O.	DATE	APPROVED	W.O. TOTAL	SEPT	YEAR TO DATE	
<u>NO.</u>	<u>Plant Additions</u>	<u>AMOUNT</u>	<u>NO.</u>	<u>APP.</u>	<u>W.O. AMT.</u>	<u>TO DATE</u>	<u>2018</u>	<u>2017-2018</u>	<u>C</u>
2.00	Miscellaneous Plant - (WEC, NDS & DHPC)	\$100,000					\$14,278	\$93,792	
2.01	Replace Plant Switchgear - WEC	1,900,000	/PL-685	Mar-17	\$219,072	\$3,832,225	937,755	2,996,574	
			\PL-679	Mar-17	3,668,500			-	
2.02	New Platforms - WEC	140,000	PL-695	Apr-18	\$141,120	4,245		4,245	
2.03	New Boiler Throat Door - WEC	50,000						-	
2.04	Replace Tripper Control Cable - Track System - WEC	16,000	PL-691	Jan-18	15,368	20,012	5,552	20,012	
2.05	New Excitation Climate Control - WEC	18,000	PL-694	Jan-18	14,643	7,086		7,086	
2.06	Replace Precipitator Rapper Controls - WEC	25,000	PL-692	Jan-18	23,476	17,472	10,060	17,472	
2.07	New Hot Water Cabinet Washer - WEC	7,000						-	
2.08	New Infrared Camera - WEC	10,000						-	
2.09	Replace Singleman Genie Lift - WEC	20,000						14,608	
2.10	Replace Plolaris Ranger 4x4 - WEC	25,000						18,956	
2.11	Replace Vibration Analyzer - WEC	30,000						-	
2.12	Replace Reheater Desuperheat Station - WEC	105,000						-	
2.13	Replace Security Camera Server - WEC	10,000						-	
2.14	New East Gate Camera - WEC	17,000						-	
2.15	Relocate Network Equipment - WEC	9,000						-	
2.16	Replace Air Compressor - NDS	20,000	PL-687	Apr-17	91,393	21,859		21,859	
2.17	New Emergency Generator - NDS	100,000	PL-690	Sep-17	148,386	178,531	1,979	178,531	
2.18	New Platforms - NDS	25,000						-	
2.19	Replace 13.8 KV Breakers in 34.5 KV Substations	100,000						-	
	New Coal Handling Alternate Electric Feed - WEC (C.O. PL-686)		PL-686	Mar-17	65,179	71,190	15,204	44,430	
	Vibration Dampers on OPGW 115 KV Transmission Loop							-	
	PLANT ADDITIONS	<u>\$2,727,000</u>					<u>\$984,828</u>	<u>\$3,417,565</u>	
	<u>Rural Distribution</u>								
2.30	New 3-Phase Overhead Electric Line on J St., Elm Ave. to Technical Blvd.; and on Technical Blvd., J St. to Coal Train Rd.	\$220,000					\$0	\$24,920	
2.31	Ordinary Construction Additions to Rural System	50,000					1,015	160,895	
	TOTAL RURAL DISTRIBUTION	<u>\$270,000</u>					<u>\$1,015</u>	<u>\$185,815</u>	

HASTINGS UTILITIES
COMPARISON OF CAPITAL EXPENDITURES WITH BUDGET
SEPTEMBER 2018
ELECTRIC DEPARTMENT

B.I. NO.		BUDGET AMOUNT	W.O. NO.	DATE APP.	APPROVED W.O. AMT.	W.O. AMOUNT	SEPT 2018	YEAR TO DATE 2017-2018	C
	<u>City Distribution - Overhead</u>								
2.40	Conversion from 2400/4160Y to 7970/13800Y, 2nd St. to 7th St.; Briggs Ave. to Bellevue Ave. (Contractor)	\$420,000					\$0	\$0	
2.41	Possible Pole Acquisition	1,100,000						-	
2.42	Meters, Sockets, and Equipment	200,000					2,012	106,382	
2.43	Services, Overhead and Underground	50,000					6,925	82,264	
2.44	Ordinary Overhead Construction Additions	100,000					2,466	98,677	
	Conv to 13.8, 2nd-5th, E Side Blvd to 6th Ave (C.O. EL-270)	-						12,966	
	TOTAL CITY DISTRIBUTION - OVERHEAD	<u>\$1,870,000</u>					<u>\$11,403</u>	<u>\$300,289</u>	
	<u>City Distribution - Underground</u>								
2.50	NDOR Hastings Southeast Project 6-4(1022) Electric Line Relocation	\$500,000					\$0	\$0	
2.51	Conversion from 2400/4160Y to 7970/13800Y, Lexington Ave. to Burlington Ave.; 1st St. to 4th St.	240,000						-	
2.52	North Park Commons Subdivision South of 33rd St. and Osborne Dr. East	57,000						-	
2.53	New Underground Electric Line Along US Hwy. 6 from Showboat Blvd. to UPRR - Contractor	330,000	EL-39	Mar-18	112,385	105,099	(112)	105,099	
2.54	Ordinary Underground Construction Additions	250,000					148,020	713,124	
	TOTAL CITY DISTRIBUTION - UNDERGROUND	<u>\$1,377,000</u>					<u>\$147,908</u>	<u>\$818,223</u>	
	<u>Vehicle and Miscellaneous Additions</u>								
2.60	Replace Relay Test Set	\$85,000					\$0	\$0	
2.61	Tools and Miscellaneous Equipment	50,000						-	
	TOTAL VEHICLE & MISCELLANEOUS ADDITIONS	<u>\$135,000</u>					<u>\$0</u>	<u>\$0</u>	
	ALLOCATION OF ADMINISTRATIVE DEPT. CAPITAL BUDGET	<u>\$447,000</u>					<u>\$33,966</u>	<u>\$161,471</u>	
	TOTAL CAPITAL BUDGET - ELECTRIC DEPARTMENT	<u><u>\$6,826,000</u></u>					<u><u>\$1,179,120</u></u>	<u><u>\$4,883,363</u></u>	
	<u>Less Contributions by Others</u>								
	Misc. Contributions	\$0					\$0	\$28,988	
	TOTAL CONTRIBUTIONS BY OTHERS	<u>\$0</u>					<u>\$0</u>	<u>\$28,988</u>	
	TOTAL CAPITAL BUDGET - ELECTRIC DEPARTMENT	<u><u>\$6,826,000</u></u>					<u><u>\$1,179,120</u></u>	<u><u>\$4,854,375</u></u>	

HASTINGS UTILITIES
COMPARISON OF CAPITAL EXPENDITURES WITH BUDGET
SEPTEMBER 2018
GAS DEPARTMENT

B.I.		BUDGET	W.O.	DATE	APPROVED	W.O. TOTAL	SEPT	YEAR TO DATE	
<u>NO.</u>	<u>Distribution Additions</u>	<u>AMOUNT</u>	<u>NO.</u>	<u>APP.</u>	<u>W.O. AMT.</u>	<u>TO DATE</u>	<u>2018</u>	<u>2017-2018</u>	<u>C</u>
1.00	Purchase of New Gas Meters	\$100,000					\$8,197	\$88,318	
1.01	Replacement 4" Medium Pressure Gas Main on 12th St., 1,000' west of Marian Rd. to Sycamore Ave. (C.O. GA-323)	75,000	GA-323	Jun-16	\$152,796	\$165,834		27,819	C
1.02	Gas Relocation for NDOR Hastings Southeast Project 6-4(1022)	290,000						460	
1.03	Replacement 2" Medium Pressure Gas Main on Highland Dr., Country Club Dr. to Bard St.	75,000						-	
1.04	Replacement 8" Medium Pressure Gas Main on Front St., Laird Ave. to Baltimore Ave.	140,000	GA-336	Jan-18	237,091	88,060	76,294	175,562	
1.05	New 4" Std. Wrapped and New 4" PE Gas Main for North Park Commons Sub. Osborne Dr. East & 33rd St.	85,000						-	
1.06	Miscellaneous Gas Service Replacements	75,000					2,989	98,434	
1.07	Miscellaneous Gas Main Replacement	75,000						21,684	
1.08	New Developments and Annexations	100,000					7,027	80,298	
	TOTAL DISTRIBUTION ADDITIONS	<u>\$1,015,000</u>					<u>\$94,507</u>	<u>\$580,635</u>	
	<u>Vehicles and Miscellaneous Additions</u>								
1.30	Tools and Equipment	\$25,000					\$0	\$0	
1.31	Replace Truck #17-Flat Bed	60,000					-	-	
	TOTAL VEHICLE AND MISCELLANEOUS ADDITIONS	<u>\$85,000</u>					<u>\$0</u>	<u>\$0</u>	
	ALLOCATION OF ADMINISTRATIVE DEPT. CAPITAL BUDGET	<u>\$118,000</u>					<u>\$8,303</u>	<u>\$39,470</u>	
	TOTAL CAPITAL BUDGET - GAS DEPARTMENT	<u><u>\$1,218,000</u></u>					<u><u>\$102,810</u></u>	<u><u>\$620,105</u></u>	

HASTINGS UTILITIES
COMPARISON OF CAPITAL EXPENDITURES WITH BUDGET
SEPTEMBER 2018
WATER DEPARTMENT

B.I. NO.		BUDGET AMOUNT	W.O. NO.	DATE APP.	APPROVED W.O. AMT.	W.O. TOTAL TO DATE	SEPT. 2018	YEAR TO DATE 2017-2018	C
	<u>Plant Additions</u>								
3.00	Phase 2 ASR Injection Wells and Monitoring Well System	\$600,000					\$140,190	\$819,014	
3.01	North Baltimore Ave. Reverse Osmosis Treatment Facility (C.O. WA-318)	2,500,000	WA-318,320	Nov-16	\$5,312,519	\$5,294,205	603,899	2,356,376	
3.02	New Well 36 at 12th St. and Baltimore Ave.	500,000	WA-319	Nov-17	490,819	508,450	60,698	508,400	
3.03	ASR Tri-Plex Pump System for Well 26	275,000						-	
3.04	New well and Wellhouse for ASR Well 30 Complete with Tri-plex Pump System	500,000	WA-339	Nov-17	129,833	116,375		116,325	
3.05	Removal and Abandonment of Wells and Wellhouses	50,000						-	
3.06	Rebuild and Upgrade Well 5	100,000						-	
3.07	Main Saver Preventative Maintenance Software	25,000						16,878	
3.08	Well Replacement	250,000						-	
	High Nitrate Storage Lagoon (C.O. WA-296)		WA-296	Jul-16	4,724,322	4,898,314		55,295	C
	Well 27 Tri-Plex Pump Pilot Study (C.O. WA-297)		WA-297	Mar-14	248,735	245,764		38,322	C
	TOTAL PLANT ADDITIONS	\$4,800,000					\$804,787	\$3,910,610	
	<u>Transmission & Distribution</u>								
3.10	North Park Commons Subdivision - 33rd St. and Osborne Dr. East	\$170,000					\$4,224	\$10,039	
3.11	Replace & Upgrade with 8" Main on Ringland Rd. and Lakeside Dr.; Eastside Blvd.to Elm Ave. (C.O. WA-337)	200,000	WA-337	Apr-17	1,045,713	745,376	277,123	277,147	
3.12	10" Main on Denver Ave., 8th St. to 10th St., 9th St., Denver Ave. to Hastings Ave.	200,000						1,850	
3.13	Replace and Upgrade with 12" Main on Elm Ave., 2nd St. to Duncan Field	160,000						1,150	
3.14	Meters	180,000					16,424	188,375	
3.15	Install Valves; Replace and/or Extend Fire Hydrants	50,000					20,264	67,473	
3.16	Misc. Water Main Improvements	200,000					19,652	252,852	
	New Main on Chicago Ave. from A St. to B St. (C.O. WA-326)		WA-326	Sep-16	89,705	107,676	28,624	35,524	
	TOTAL TRANSMISSION & DISTRIBUTION	\$1,160,000					\$366,311	\$1,084,471	

HASTINGS UTILITIES
COMPARISON OF CAPITAL EXPENDITURES WITH BUDGET
SEPTEMBER 2018
WATER DEPARTMENT

B.I. NO.		BUDGET AMOUNT	W.O. NO.	DATE APP.	W.O. AMOUNT	W.O. TOTAL TO DATE	SEPT. 2018	YEAR TO DATE 2017-2018	C
	<u>Miscellaneous Additions</u>								
3.20	Replace Truck 38 (2003 GMC)	\$95,000					\$0	\$0	
3.21	Small Tools and Misc. Equipment	15,000						-	
	TOTAL MISCELLANEOUS ADDITIONS	<u>\$110,000</u>					<u>\$0</u>	<u>\$0</u>	
	ALLOCATION OF ADMINISTRATIVE DEPT. CAPITAL BUDGET	<u>\$107,000</u>					<u>\$8,315</u>	<u>\$39,526</u>	
	TOTAL CAPITAL BUDGET - WATER DEPARTMENT	<u>\$6,177,000</u>					<u>\$1,179,413</u>	<u>\$5,034,607</u>	
	<u>Less Contribution by Others:</u>								
	North Park Commons Sub. - 33rd St. and Osborne Dr. East	\$130,000					\$0	\$0	
	LBNRD	-					100,000	200,000	
	State Water Grant	-					510,827	895,576	
	Water Meters & Misc. Contributions	15,000					125,612	366,534	
	Total Contributions	<u>\$145,000</u>					<u>\$736,439</u>	<u>\$1,462,110</u>	
	TOTAL CAPITAL BUDGET AFTER PARTICIPATION	<u><u>\$6,032,000</u></u>					<u><u>\$442,974</u></u>	<u><u>\$3,572,496</u></u>	

HASTINGS UTILITIES
COMPARISON OF CAPITAL EXPENDITURES WITH BUDGET
SEPTEMBER 2018
POLLUTION CONTROL DEPARTMENT

B.I.		BUDGET	W.O.	DATE	APPROVED	W.O. TOTAL	SEPT	YEAR TO DATE	
<u>NO.</u>	<u>Plant Additions</u>	<u>AMOUNT</u>	<u>NO.</u>	<u>APP.</u>	<u>W.O. AMT.</u>	<u>TO DATE</u>	<u>2018</u>	<u>2017-2018</u>	<u>C</u>
4.00	Miscellaneous Plant	\$25,000					\$0	\$18,260	
4.01	Bypass Old Showboat Blvd. Metering Structure	150,000					-	-	
4.02	Sycamore Lift Station Rehab	170,000					-	-	
4.03	Main Saver Preventative Maintenance Software	25,000					-	25,967	
4.04	Pump and Valves for Biosolids Lagoon (C.O. SW-323)	80,000	SW-323	Aug-17	\$84,521	\$186,324	10,277	51,876	
	TOTAL PLANT ADDITIONS	<u>\$450,000</u>					<u>\$10,277</u>	<u>\$96,103</u>	
	<u>Main Additions</u>								
4.20	North Park Commons Sub. - 33rd St. and Osborne Dr. East	\$100,000					\$973	\$2,163	
4.21	Sanitary Sewer Lift Station to Serve NE Corner of Hwy. 6 & Showboat Blvd.	30,000	SW-333	Oct-18	93,958		25,484	25,484	
4.22	Miscellaneous Sewer Main and Manhole Improvements	125,000					36,636	334,423	
4.23	Sewer Main and Manhole Relining Projects	150,000					6,953	64,897	
	Sewer Relining Projects (C.O. SW-320)		SW-320	Mar-17	107,061	111,870	11,986	11,986	
	New Sewer Main on 42nd St., Columbine Ave. to Showboat Blvd. (C.O. SW-316)		SW-316	Oct-16	97,663	101,237		16,090	
	TOTAL MAIN ADDITIONS	<u>\$405,000</u>					<u>\$82,032</u>	<u>\$455,043</u>	
	<u>Miscellaneous Additions</u>								
4.30	Tools & Miscellaneous Equipment	\$8,000					\$0	\$0	
	TOTAL MISCELLANEOUS ADDITIONS	<u>\$8,000</u>					<u>\$0</u>	<u>\$0</u>	
	ALLOCATION OF ADMINISTRATIVE DEPT. CAPITAL BUDGET	<u>\$133,000</u>					<u>\$9,449</u>	<u>\$44,921</u>	
	CAPITAL BUDGET - POLLUTION CONTROL DEPT.	<u>\$996,000</u>					<u>\$101,758</u>	<u>\$596,067</u>	
	<u>Less Contribution by Others:</u>								
	North Park Commons Sub. - 33rd St. and Osborne Dr. East	\$80,000					\$0	\$0	
	Miscellaneous Contributions						58,685	210,126	
	TOTAL CONTRIBUTIONS BY OTHERS	<u>\$80,000</u>					<u>\$58,685</u>	<u>\$210,126</u>	
	TOTAL CAPITAL BUDGET AFTER PARTICIPATION	<u><u>\$916,000</u></u>					<u><u>\$43,073</u></u>	<u><u>\$385,941</u></u>	

HASTINGS UTILITIES
COMPARISON OF CAPITAL EXPENDITURES WITH BUDGET
SEPTEMBER 2018
STREET LIGHTING DEPARTMENT

B.I. NO.		BUDGET AMOUNT	W.O. NO.	DATE APP.	APPROVED W.O. AMT.	W.O. TOTAL TO DATE	SEPT 2018	YEAR TO DATE 2017-2018	C
	<u>Plant Additions</u>								
5.00	Miscellaneous Street Light Improvements	\$30,000					\$214	\$77,178	
5.01	Replace Street Lights with LED Fixtures (C.O. SL-95)	525,000	SL-95	Apr-15	\$1,584,287	\$702,751	95,957	407,542	
5.02	Replace Poles and Add New LED Post Top Fixtures Downtown	35,000	SL-113	Mar-17	26,561	35,059		15,683	
	New LED Lighting on Lochland Meadows, Fox Run & Mallard Way (C.O. SL-112)		SL-112	Apr-17	19,116	15,668	-	-	
	TOTAL PLANT ADDITIONS	<u>\$590,000</u>					<u>\$96,171</u>	<u>\$500,403</u>	
	TOTAL CAPITAL BUDGET - STREET LIGHTING	<u>\$590,000</u>					<u>\$96,171</u>	<u>\$500,403</u>	

HASTINGS UTILITIES
COMPARISON OF CAPITAL EXPENDITURES WITH BUDGET
SEPTEMBER 2018
ADMINISTRATIVE DEPARTMENT

B.I.		BUDGET	W.O.	DATE	APPROVED	W.O. TOTAL	SEPT.	YEAR TO DATE	
<u>NO.</u>	<u>General Office, Data Processing, & Misc. Equipment</u>	<u>AMOUNT</u>	<u>NO.</u>	<u>APP.</u>	<u>W.O. AMT.</u>	<u>TO DATE</u>	<u>2018</u>	<u>2017-2018</u>	<u>C</u>
6.00	Misc. Equipment for Office, Engineering, Stores, & Vehicle Maint.	\$90,000					\$18,879	\$66,033	
6.01	New Concrete for Outside Storage at Warehouse	55,000	CO-158	Jun-18	35,571	31,820	31,820	31,820	
6.02	New Emergency Generator at NDS	100,000					-	-	
6.03	New ERP Software	550,000					9,334	181,284	
6.04	Replace Surveillance Camera Server	10,000					-	-	
	New Concrete for Outside Storage at Warehouse (C.O. CO-157)		CO-157	Apr-17	53,938	58,339	-	6,251	C
	TOTAL GENERAL OFFICE, DATA PROCESSING & MISC. EQUIP.	<u>\$805,000</u>					<u>\$60,033</u>	<u>\$285,388</u>	
	TOTAL CAPITAL BUDGET	<u><u>\$805,000</u></u>					<u><u>\$60,033</u></u>	<u><u>\$285,388</u></u>	
	ALLOCATION TO OPERATING DEPT.								
	Electric 56.58%	\$455,469					\$33,966	\$161,471	
	Gas 13.83%	111,331					8,303	39,470	
	Water 13.85%	111,493					8,315	39,526	
	Sewer 15.74%	126,707					9,449	44,921	
	TOTAL ALLOCATED	<u><u>\$805,000</u></u>					<u><u>\$60,033</u></u>	<u><u>\$285,388</u></u>	

HASTINGS UTILITIES
COMPARISON OF ESTIMATE TO ACTUAL COSTS OF INTRA-CITY SERVICES
September 30, 2018, FISCAL YEAR 2017-2018

<u>DESCRIPTION</u>	<u>W.O. #</u>	<u>ORIGINAL ESTIMATE</u>	<u>2017-2018 REVISED ESTIMATE</u>	<u>DATE APPROVED</u>	<u>W.O. TOTAL TO DATE</u>	<u>SEPT. 2018</u>	<u>YEAR TO DATE 2017-2018</u>	<u>STATUS</u>
REMOVE METER PITS FOR PARKS DEPT WATER DEPT INCENTIVE FUND	MA-582	\$ 43,747 (9,000)		3/17/2016	\$ 38,117 (8,100)	\$ 8,689 -	\$ 8,689 (900)	OPEN
							-	
							-	
MISC. PROJECTS NOT ASSIGNED A W.O.							34,919	
TOTAL		<u>\$ 34,747</u>	<u>\$ -</u>		<u>\$ 30,017</u>	<u>\$ 8,689</u>	<u>\$ 42,708</u>	
ANNUAL BUDGET			100,000				100,000	
BUDGET REMAINING			<u>\$ 100,000</u>				<u>\$ 57,292</u>	
4 meter pits removed in FY 2016								
5 meter pits removed in FY 2016-2017								
rebate credit given for 4, credit for 5th								
rebate in October 2017								

HASTINGS UTILITIES
ELECTRIC DEPARTMENT

DETAIL OF EXPENSES
September, 2018

	Year to Date 2017-2018	Year to Date 2016-2017
PRODUCTION EXPENSES - OTHER		
North Denver Station:		
Operation supervision and engineering	\$ 89,425	\$ 89,172
Steam expense	66,798	64,723
Electric expense	87,050	118,328
Miscellaneous steam power expense	15,122	10,467
Off duty	84,692	69,335
Maintenance of structures	66,788	12,618
Maintenance of boilers	113,411	166,615
Maintenance of electric plant	161,105	54,053
Maintenance of miscellaneous steam plant	10,747	11,323
Total North Denver Station	695,138	596,634
Whelan Energy Center:		
Operation supervision and engineering	187,058	187,110
Fuel unloading and handling	1,026,233	888,298
Steam expense	607,647	588,198
DCS Expense	76,070	51,471
Electric expense	718,688	675,687
Miscellaneous steam power expense	292,543	326,017
Off duty	972,430	870,184
Maintenance supervision and engineering	71,184	73,152
Maintenance of structures	222,579	184,686
Maintenance of boiler plant	1,696,393	1,576,879
Maintenance of fuel handling equipment	89,782	137,496
Maintenance of CEMS	59,101	--
Maintenance of electric plant	495,054	257,051
Maintenance of miscellaneous steam plant	75,892	60,162
Maintenance of coal dozer	21,872	56,926
Total Whelan Energy Center	6,612,526	5,933,317
Don Henry Power Center:		
Generating expense	6,838	11,064
Maintenance of structures	12,274	1,880
Maintenance of equipment	12,132	35,690
Total Don Henry Power Center	31,244	48,634
TOTAL PRODUCTION EXPENSE - OTHER	<u>\$7,338,908</u>	<u>\$6,578,585</u>

HASTINGS UTILITIES
ELECTRIC DEPARTMENT

DETAIL OF EXPENSES
September, 2018

	<u>Year to Date</u> <u>2017-2018</u>	<u>Year to Date</u> <u>2016-2017</u>
TRANSMISSION AND DISTRIBUTION EXPENSES		
Transmission:		
Maintenance and operation of station equipment	\$ 306,868	\$ 199,464
Maintenance and operation of overhead lines	(2,410)	14,583
Maintenance and operation of station equipment - WEC	10,014	6,755
Maintenance and operation of overhead lines - WEC	--	--
Distribution:		
Operation supervision and engineering	190,239	178,532
Off duty	247,888	219,398
Small tools and maintenance of equipment	128,221	139,522
Tree trimming	195,404	374,745
Meter expense	30,083	32,858
Services on customer premises	649	620
Maintenance of overhead lines	501,681	573,973
Maintenance of underground lines	60,334	58,990
Maintenance of transformers	11,161	10,475
Maintenance of street lights	9,243	4,164
Maintenance of meters	2,527	4,668
TOTAL TRANSMISSION AND DISTRIBUTION EXPENSES	<u>\$1,691,902</u>	<u>\$1,818,747</u>
GENERAL AND ADMINISTRATIVE EXPENSES - DIRECT		
North Denver Station:		
Advertising	\$ --	\$ 17
Uncollectible Accounts Expense	83,000	--
Customer incentive program	9,570	10,250
Office supplies	15,918	10,842
Travel and training expense	30,866	27,877
Outside services employed	69,386	67,904
Property insurance	174,124	171,954
Workman's Compensation Insurance	24,023	25,828
Employee benefits	581,034	520,284
Safety training and equipment	69,222	79,721
Misc. general expense	2,692	28,073
Maintenance of general plant	203	647
Total North Denver Station	<u>1,060,038</u>	<u>943,397</u>
Whelan Energy Center:		
Advertising	--	526
Travel and training expense	45,313	64,341
Outside services employed	255,910	166,408
Property insurance	209,860	208,338
Injuries and damages	72,719	78,236
Employee benefits	691,000	605,274
Safety training and equipment	24,610	28,550
Misc. general expense	1,100	1,532
Total Whelan Energy Center	<u>1,300,512</u>	<u>1,153,205</u>
TOTAL GENERAL AND ADMINISTRATIVE EXPENSES - DIRECT	<u>\$2,360,550</u>	<u>\$2,096,602</u>

HASTINGS UTILITIES
GAS DEPARTMENT

DETAIL OF EXPENSES
September, 2018

	Year to Date 2017-2018	Year to Date 2016-2017
TRANSMISSION AND DISTRIBUTION EXPENSES		
Gas leak detail	\$ 78,256	\$ 54,392
Cathodic protection	78,193	94,124
Operation supervision and engineering	102,242	100,875
Operation of regulating station	45,587	27,067
Remove and reset meters	47,345	36,947
Services on customer premises	63,079	73,681
Maintenance of structures and improvements	--	32
Maintenance of mains	152,302	151,682
Maintenance of regulators	1,969	6,610
Maintenance of services	28,332	51,945
Maintenance of meters	46,488	61,380
Tools and supplies	157,502	133,917
Off duty	248,966	245,016
2nd Street Subsite Costs	--	--
TOTAL TRANSMISSION AND DISTRIBUTION EXPENSES	<u>\$1,050,261</u>	<u>\$1,037,668</u>
GENERAL AND ADMINISTRATIVE EXPENSES - DIRECT		
Office supplies and expense	\$ 51,406	\$ 39,888
Travel and training expense	61,758	63,629
Outside services employed	27,990	15,585
HEDC agreement	--	--
Property insurance	104,143	103,959
Injuries and damages	20,261	25,354
Employee benefits	496,673	387,239
Safety training and equipment	10,698	6,813
Misc. general expense	11,751	9,982
Maintenance of general plant	--	--
TOTAL GENERAL AND ADMIN EXPENSES - DIRECT	<u>\$ 784,680</u>	<u>\$ 652,449</u>

HASTINGS UTILITIES
WATER DEPARTMENT

DETAIL OF EXPENSES
September, 2018

	Year to Date 2017-2018	Year to Date 2016-2017
PRODUCTION EXPENSES		
Maintenance of wells	\$ 227,058	\$ 223,781
Operation of wells	125,354	141,319
Maintenance of structures and improvements	13,823	20,223
Electricity purchased	422,121	401,917
TOTAL PRODUCTION EXPENSES	<u>\$ 788,356</u>	<u>\$ 787,240</u>
WATER TREATMENT		
Maintenance of treatment facility	\$ 23,210	\$ 360
Operation of treatment facility	79,685	2,065
Maintenance of structures	24,661	1,929
Water testing	18,081	132
TOTAL WATER TREATMENT EXPENSES	<u>\$ 145,637</u>	<u>\$ 4,486</u>
TRANSMISSION AND DISTRIBUTION EXPENSES		
Operating supervision and engineering	\$ 54,176	\$ 54,966
Tools and supplies	49,652	45,952
Off duty	145,833	120,861
Operation of lines	30,400	23,338
Water testing	95,428	126,238
Institutional control area costs	6,453	7,963
Remove and reset meters	56,999	81,781
Services on customers premises	49,560	50,637
Back flow prevention expense	20,751	11,133
Maintenance of service lines	82,019	117,583
Maintenance of distribution lines	140,195	98,042
Maintenance of meters	44,093	25,822
Maintenance of hydrants	38,498	10,930
TOTAL TRANSMISSION AND DISTRIBUTION EXPENSE	<u>\$ 814,057</u>	<u>\$ 775,246</u>
GENERAL AND ADMINISTRATIVE EXPENSES - DIRECT		
Advertising	\$ --	\$ 290
Office supplies	28,789	24,624
Travel and training expense	19,027	21,825
Outside services employed	23,084	283,490
Property insurance	16,581	13,886
Injuries and damages	24,736	27,980
Employee benefits	229,722	276,219
Safety training and equipment	8,135	7,430
Misc. general expense	2,633	1,876
TOTAL GENERAL AND ADMIN EXPENSES - DIRECT	<u>\$ 352,707</u>	<u>\$ 657,620</u>

HASTINGS UTILITIES
POLLUTION CONTROL

DETAIL OF EXPENSES
September, 2018

	Year to Date 2017-2018	Year to Date 2016-2017
SEWER TREATMENT EXPENSES		
Operating supervision and engineering	\$ 77,224	\$ 78,002
Sewer treatment operation expense	300,089	214,741
Treatment supplies and expenses	73,787	97,571
Maintenance of structures	153,016	148,616
Maintenance of equipment	425,815	483,449
Maintenance of grounds	25,183	26,317
Maintenance of transportation equipment	4,193	5,857
Electricity purchased	219,049	231,144
Maintenance of tractor and sludge equipment	14,252	22,337
Gas heating	42,686	57,635
TOTAL SEWER TREATMENT EXPENSES	<u>\$1,335,294</u>	<u>\$1,365,669</u>
SEWER LINE EXPENSES		
Supervision and engineering	\$ 23,218	\$ 22,796
Labor on mains	129,945	231,369
Off duty	187,099	145,089
Operation of pump and lift station	44,240	34,499
Services on customer premises	18,440	--
Maintenance of lines	35,321	67,792
Colorado Avenue Subsite Costs	--	173
Maintenance of pump and lift stations	43,898	50,316
Purchased power - lift station	15,574	15,320
TOTAL SEWER LINE EXPENSES	<u>\$ 497,735</u>	<u>\$ 567,354</u>
GENERAL AND ADMINISTRATIVE EXPENSES - DIRECT		
Advertising	\$ 117	\$ 26
Office supplies and expense	8,360	7,091
Travel and training expense	47,140	30,672
Outside services employed	4,045	1,045
Property insurance	51,528	49,814
Injuries and damages	8,769	10,027
Employee benefits	406,912	394,918
Safety training and equipment	16,940	6,406
Misc. general expense	1,876	1,068
Maintenance of plant	--	--
TOTAL GENERAL AND ADMIN. EXPENSES - DIRECT	<u>\$ 545,687</u>	<u>\$ 501,067</u>

CITY OF HASTINGS
DEVELOPMENT SERVICES DEPARTMENT
MONTH END REPORT FOR FEBRUARY 2019

Type of Permit	# of Permits	Fees	Valuation
Electric	18	\$ 630.00	\$ 112,100.00
Gas	24	\$ 487.00	
Plumbing			
Inspection	14	\$ 715.00	
Utilities		\$ 1,124.57	
Building			
Issued	7	\$ 3,019.80	\$ 841,333.00
Demolition	0	\$ -	
Sign Permits	6	\$ 180.00	
Fence Permits	2	\$ 60.00	
Street Access Permits	0	\$ -	
Moving Permits	0	\$ -	
Roofing Permits	0	\$ -	
Siding Permits	0	\$ -	
Zoning and Filing Fees		\$ 3,930.00	
Out of District		\$ -	
Electric Cards		\$ 70.00	
Plumbing Cards		\$ -	
Gas Cards		\$ -	
Electric Exams		\$ -	
Plumbing Exams		\$ -	
Gas Exams		\$ -	
Occupation Tax		\$ -	
Subtotals	71	\$ 10,216.37	\$ 953,433.00
HU Plbg. Reimbursement		\$ 1,102.53	
HU Out of District Fees		\$ -	
Total Collected	71	\$ 9,113.84	\$ 953,433.00

Don Threewitt, Director
Development Services Director

**CITY OF HASTINGS
DEVELOPMENT SERVICES DEPARTMENT
MONTH END REPORT FOR FEBRUARY 2019**

Type of Work and Occupancy	Totals		
	#		Valuation
Addition			
Factory and industrial, moderate hazard	0		\$ -
Residential, one and two family	0		\$ -
Utility miscellaneous	1		\$ 15,000.00
0	0		\$ -
0	0		\$ -
0	0		\$ -
0	0		\$ -
0	0		\$ -
0	0		\$ -
0	0		\$ -
0	0		\$ -
0	0		\$ -
0	0		\$ -
0	0		\$ -
0	0		\$ -
0	0		\$ -
0	0		\$ -

New			
Residential, one and two family	0		\$ -
Utility miscellaneous	0		\$ -
0	0		\$ -
0	0		\$ -
0	0		\$ -
0	0		\$ -
0	0		\$ -
0	0		\$ -
0	0		\$ -
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0	0		\$ -
0	0		\$ -
0	0		\$ -
0	0		\$ -
0	0		\$ -

Remodel			
Assembly, restaurants, bars, banquet halls	0		\$ -
Business	2		\$ 703,000.00
Factory and industrial, moderate hazard	0		\$ -
Residential, multiple family	0		\$ -
Residential, one and two family	1		\$ 8,333.00
Storage, moderate hazard	1		\$ 10,000.00
Utility miscellaneous	1		\$ 15,000.00
Mercantile	1		\$ 90,000.00
0	0		\$ -
0	0		\$ -
0	0		\$ -
0	0		\$ -
0	0		\$ -
0	0		\$ -
0	0		\$ -
0	0		\$ -
0	0		\$ -
0	0		\$ -

Totals	7		\$ 841,333.00
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WORK ORDER ENGINEERING ESTIMATE

HASTINGS UTILITIES

HASTINGS, NEBRASKA

Name of Department: ElectricWork Order No.: EL-66Construction: XBudget Item No.: 2.42 2018/2019

Retirement: _____

Budget Item Amt: \$240,000**DESCRIPTION AND LOCATION:**

Installation of three phase underground power lines, switches, and transformer along 1st Street from Bellevue Avenue to Burlington Avenue to serve the newly renovated ACME building at 1st Street and Burlington Avenue; and to facilitate future conversion from 2400/4160Y to 7970/13800Y in the alley between Lexington Avenue and Burlington Avenue, 1st Street to 6th Street

PURPOSE OF WORK IMPROVEMENT:

Part of overall voltage conversion of the electric distribution system from 4.16KV to 13.8KV

Estimated Cost	Amount	Attached Map or DWG No.:	E-UD-703
1. Material to be Purchased	\$0.00	Sheet No.:	1-7
2. Stores Dept. Charge @ 8.0%	0.00		
3. Material from Stock	103,984.52	Date Work to be Started:	3/4/19
4. Stores Dept. Charge @ 8.0%	8,318.76	Date Work to be Finished:	6/28/19
5. Labor	68,160.00	Checked By:	Date
6. Mileage & Truck Usage	15,657.50	<i>Doug Baumgart</i>	2-19-19
7. Equipment Usage	12,366.25	Checked By:	Date
8. Concrete Remove and Replace (116 SY x \$5	5,800.00	<i>Ron Sekora</i>	2-19-19
9. Core Drill Rental + 4" Drill Bits (8 Hours)	235.00	Approved By:	Date
10.		<i>Keith Lehar</i>	2-25-19
SUBTOTAL	\$214,522.03	Director of Engineering	
Engineering & Administrative @ 12%	25,742.64	Approved By:	Date
Subtotal	\$240,264.68		
Less Developer Contribution		City Council	
		Authorized By:	Date
		<i>[Signature]</i>	2/25/19
TOTAL ESTIMATED COST OF WORK ORDER	\$240,264.68	Manager	

HASTINGS UTILITIES, HASTINGS, NEBRASKA

Work Order No.: EL-66

B.I. No.: 2.42

B.I. Yr.: 2018/2019

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	720	56.00	40,320.00	\$68,160.00
	Gas Department	580	48.00	27,840.00	
TOTAL - LABOR					
MILEAGE:	Trucks 22 & 23 (Miles)	160	3.75	600.00	\$15,657.50
	Trucks 24 & 28 (Miles)	160	3.75	600.00	
	Trucks 25 & 26 (Miles)	160	3.75	600.00	
	Trucks 80, 81, & 82 (Miles)			0.00	
	Trucks 12, 14, & 17 (Miles)	306	3.75	1,147.50	
TRUCKS:	Trucks 22 & 23 (Hours)	41	175.00	7,175.00	
	Trucks 24 & 28 (Hours)	41	110.00	4,510.00	
	Trucks 25 & 26 (Hours)	20.5	50.00	1,025.00	
TOTAL - MILEAGE & TRUCKS					
EQUIPMENT	Air Compressor (Hours) HU #4	29	25.00	725.00	\$12,366.25
	Backhoe (Hours) HU #1, #2, or #3	112	30.00	3,360.00	
	Hydra Tamp (Hours) HU	43	115.00	4,945.00	
	Spoil Vac (Hours) HU	34	60.00	2,040.00	
	Bore (Feet) HU #1 or #2	1037	1.25	1,296.25	
TOTAL - EQUIPMENT USAGE					
TOTAL COST ALL LABOR AND EQUIPMENT ESTIMATE					\$96,183.75

MATERIAL ESTIMATE

Quantity		Stock Number	Description	Unit Price	Stock Material	New Material
1	ea.	001-02-11	1/2" x 10" Galvanized Machine Bolt	1.09	1.09	
1	ea.	001-03-11	5/8" x 10" Galvanized Machine Bolt	0.95	0.95	
10	ea.	001-03-12	5/8" x 12" Galvanized Machine Bolts	1.00	10.00	
7	ea.	002-02-02	1/2" x 4" Lag Bolts	0.58	4.06	
10	ea.		1/2" x 5" Lag Bolts	0.75	7.50	
10	ea.		1/2" Wall Anchors	2.00	20.00	
13	ea.	005-01-03	2 1/4" Square Washers	0.26	3.38	
1	ea.	006-04-02	5/8" Galvanized Eynut	1.52	1.52	
1	ea.	007-03-02	1/2" Square Locknut	0.22	0.22	
10	ea.	007-03-03	5/8" Square Locknuts	0.19	1.90	
11	ea.	019-09-06	5/8" x 10' Ground Rods	11.00	121.00	
9	ea.	020-02-03	5/8" Ground Clamps	1.10	9.90	
1	ea.	021-01-04	Ground Wire Molding	7.28	7.28	
3	ea.	022-02-01	Wildlife Guards	3.55	10.65	
TOTAL (Page 2)					\$ 199.45	\$ -

Estimated By: T. Waite

Date: 11/19/18

Page 2

HASTINGS UTILITIES, HASTINGS, NEBRASKA

Work Order No.: EL-66

B.I. No.: 2.42

B.I. Yr.: 2018/2019

MATERIAL ESTIMATE

Quantity		Stock Number	Description	Unit Price	Stock Material	New Material
4	ea.	023-03-04	Molding Staples	0.47	1.88	
2	ea.	033-04-08	4/0 Service Brackets	4.38	8.76	
3	ea.	042-27-09	266.8 Stirrups	21.44	64.32	
6	ea.	043-08-03	#2 15KV Loadbreak Elbows	29.41	176.46	
6	ea.	043-20-15	10KV MOV Surge Arresters	172.61	1,035.66	
22	ea.	044-01-04	Split-Bolt Ground Connectors	1.36	29.92	
3	ea.	044-13-02	Hot Line Clamps	6.80	20.40	
9	ea.	046-01-11	500MCM Two-Hole Terminal Lugs	10.32	92.88	
10	ea.	046-08-01	Transformer Ground Connectors	2.72	27.20	
25	ea.	046-10-02	350MCM Two-Hole Terminal Lugs	4.24	106.00	
6	ea.	049-18-00	15KV SMU-20 Fuseholders	178.65	1,071.90	
3	ea.	049-18-08	30Amp 15KV SMU-20 Fuses	113.16	339.48	
3	ea.	049-18-12	80Amp 15KV SMU-20 Fuses	128.11	384.33	
3	ea.	061-02-09	600Amp 15KV Termimatics	243.96	731.88	
3	ea.	066-04-10	10KV Riser Pole Lightning Arresters	54.29	162.87	
140	ft.	068-01-04	#4 Bare Copper Ground Wire	0.45	63.00	
180	ft.	072-02-20	2/0 600V THWN Copper Wire	1.38	248.40	
810	ft.	072-02-25	250MCM 600V THWN Copper Wire	2.61	2,114.10	
570	ft.	072-02-35	350MCM 600V THWN Copper Wire	4.65	2,650.50	
610	ft.	072-02-40	4/0 600V THWN Copper Wire	3.08	1,878.80	
270	ft.	072-02-50	500MCM 600V THWN Copper Wire	8.25	2,227.50	
2160	ft.	074-07-50	500MCM 15KV Shielded Copper Power Cable	10.03	21,664.80	
720	ft.	077-13-02	#2 15KV Aluminum 220Mil Jacketed Cable	1.45	1,044.00	
3	ea.	089-15-20	Cable Positioners	18.64	55.92	
1	ea.	089-15-60	Triple Mount Cutout/Arrester Bracket	116.68	116.68	
6	ea.	089-17-02	#2 15KV Termimatics	49.64	297.84	
18	ea.	089-17-50	500MCM 15KV Copper Termimatics	130.12	2,342.16	
6	ea.	089-50-03	#2 2-Hole Terminal Lugs	3.47	20.82	
18	ea.	089-51-50	500MCM Copper 2-Hole Terminal Lugs	14.32	257.76	
1	ea.	099-04-05	4-Hole Cable Breakout for 5" PVC	70.15	70.15	
80	ft.	113-02-04	1 1/4" Steel Pipe	2.42	193.60	
20	ft.	113-02-06	2" Steel Pipe	3.17	63.40	
10	ft.	113-02-07	2 1/2" Steel Pipe	6.36	63.60	
20	ft.	113-02-10	4" Steel Pipe	8.74	174.80	
20	ft.	113-02-11	5" Steel Pipe	20.07	401.40	
55	ft.	113-06-04	1 1/4" Sch40 PVC	1.25	68.75	
35	ft.	113-06-06	2" Sch40 PVC	0.61	21.35	
60	ft.	113-06-07	2 1/2" Sch40 PVC	0.95	57.00	
					\$40,350.27	\$ -
					\$ 199.45	\$ -
					-	
			TOTAL (Pages 2 & 3)		\$40,549.72	\$ -

Estimated By: T. Waite

Date: 11/19/18

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HASTINGS UTILITIES, HASTINGS, NEBRASKA

Work Order No.: EL-66

2.42

B.I. Yr.: 2018/2019

MATERIAL ESTIMATE

Quantity		Stock Number	Description	Unit Price	Stock Material	New Material
155	ft.	113-06-10	4" Sch40 PVC	1.64	254.20	
130	ft.	113-06-11	5" Sch40 PVC	4.45	578.50	
970	ft.		5" Sch40 PVC "Bore-Guard"	5.50	5,335.00	
30	ft.		2 1/2" Sch80 PVC	1.25	37.50	
30	ft.	113-08-10	4" Sch80 PVC	2.07	62.10	
424	ft.	113-10-04	1 1/4" Sch40 PVC Polyduct	0.47	199.28	
920	ft.	113-10-06	2" Sch40 PVC Polyduct	0.79	726.80	
289	ft.	113-10-07	2 1/2" Sch40 PVC Polyduct	1.29	372.81	
320	ft.	113-10-10	4" Sch40 PVC Polyduct	2.41	771.20	
8	ea.	114-03-04	1 1/4" Steel Elbows-90D Std R	5.52	44.16	
2	ea.	114-03-11	5" Steel Elbows-90D Std R	97.19	194.38	
1	ea.	114-04-04	1 1/4" PVC Elbow-90D Std R	1.12	1.12	
2	ea.	114-04-06	2" PVC Elbows-90D Std R	2.03	4.06	
7	ea.	114-04-07	2 1/2" PVC Elbows-90D Std R	3.05	21.35	
8	ea.	114-04-10	4" PVC Elbows-90D Std R	9.08	72.64	
2	ea.	114-04-11	5" PVC Elbows-90D Std R	48.60	97.20	
3	ea.	114-06-11	5" Steel Elbows-45D Std R	104.60	313.80	
2	ea.	114-10-04	2" Steel Elbow-90D 36" R	40.52	81.04	
1	ea.	114-10-05	2 1/2" Steel Elbow-90D 36" R	59.91	59.91	
2	ea.	114-10-10	4" Steel Elbows-90D 36" R	105.40	210.80	
7	ea.	114-11-01	1 1/4" Fiberglass Elbows-90D 12" R	37.91	265.37	
2	ea.	114-11-07	2 1/2" Fiberglass Elbows-90D 36" R	49.20	98.40	
2	ea.	114-11-08	2 1/2" Fiberglass Elbows-90D 24" R	53.56	107.12	
2	ea.	114-11-11	4" Fiberglass Elbows-36" R	71.53	143.06	
8	ea.	114-11-12	5" Fiberglass Elbows-90D 48" R	120.60	964.80	
1	ea.	115-04-04	1 1/4" PVC/PVC Coupler (PVC)	0.21	0.21	
2	ea.	115-04-06	2" PVC/PVC Couplers (PVC)	0.33	0.66	
7	ea.	115-04-07	2 1/2" PVC/PVC Couplers (PVC)	0.76	5.32	
8	ea.	115-04-10	4" PVC/PVC Couplers (PVC)	1.84	14.72	
2	ea.	115-04-11	5" PVC/PVC Couplers (PVC)	2.50	5.00	
11	ea.	115-08-04	1 1/4" Polyduct Couplers	12.68	139.48	
6	ea.	115-08-06	2" Polyduct Couplers	14.14	84.84	
9	ea.	115-08-07	2 1/2" Polyduct Couplers	21.67	195.03	
10	ea.	115-08-10	4" Polyduct Couplers	36.00	360.00	
16	ea.	116-18-04	1 1/4" Pipe/PVC Couplers (PVC)	0.31	4.96	
4	ea.	116-18-05	2 1/2" Pipe/PVC Couplers (PVC)	1.11	4.44	
4	ea.	116-18-06	2" PVC Threaded Adapters (PVC)	0.54	2.16	
			Total Page 4		\$11,833.42	\$ -
			Total Page 2 and 3 Brt Fwd		\$40,549.72	\$ -
					-	
			TOTAL (Pages 2, 3, 4)		\$52,383.14	\$ -

Estimated By: T. Waite

Date: 11/19/18 Page 4

MATERIAL ESTIMATE

Quantity		Stock Number	Description	Unit Price	Stock Material	New Material
3	ea.	116-18-08	2 1/2" PVC Threaded Adapters	0.90	2.70	
4	ea.	116-18-09	4" Pipe/PVC Couplers (PVC)	1.79	7.16	
8	ea.	116-18-11	5" Pipe/PVC Couplers (PVC)	6.51	52.08	
3	ea.		2 1/2" PVC Threaded Bushings	5.00	15.00	
3	ea.		2 1/2" PVC Expansion Couplings	25.00	75.00	
3	ea.		4" PVC Expansion Couplings	40.00	120.00	
12	ea.	116-21-04	1 1/4" PVC Caps	0.43	5.16	
7	ea.	116-21-07	2" PVC Caps	0.62	4.34	
4	ea.	116-21-08	2 1/2" PVC Caps	1.76	7.04	
5	ea.	116-21-11	4" PVC Caps	4.63	23.15	
3	ea.	116-21-12	5" PVC Caps	7.87	23.61	
8	ea.	117-02-05	1 1/4" Pipe Straps	0.10	0.80	
1	ea.	120-01-07	2 1/2" Service Entrance Weatherhead	21.40	21.40	
1	ea.	120-01-08	4" Service Entrance Weatherhead	51.06	51.06	
20	ft.	178-09-06	Standoff Tee Rail	6.84	136.80	
4	ea.	178-10-04	6" Standoff Brackets	14.84	59.36	
2	ea.	178-11-01	2" Pipe Straps	3.90	7.80	
10	ea.	178-11-02	2 1/2" Pipe Straps	2.83	28.30	
7	ea.	178-11-05	4" Pipe Straps	3.66	25.62	
4	ea.	178-11-06	5" Pipe Straps	4.28	17.12	
1	ea.	190-03-40	40' Steel Pole	1,016.38	1,016.38	
1	ea.	194-02-01	Precast Concrete Transformer Pad 42"x46"x8"	145.12	145.12	
1	ea.	194-02-05	Precast Concrete Transformer Pad 72"x78"x8"	302.96	302.96	
2	ea.	194-02-14	Precast Concrete Switch Foundations	379.41	758.82	
1	ea.	194-02-15	Precast Concrete Cable Junction Foundation	412.12	412.12	
16	ea.	194-21-84	3" x 84" Galvanized Guard Posts	123.92	1,982.72	
1	ea.	198-03-00	600Amp 15KV 3Ph LF Pdmt Cable Junction	3,068.16	3,068.16	
1	ea.	198-03-09	600Amp 15KV 3Ph LF Pdmt PMH-9 Switch	10,673.25	10,673.25	
1	ea.	198-03-11	600Amp 15KV 3Ph LF Pdmt PMH-11 Switch	11,395.50	11,395.50	
12	ea.	320-05-05	1/2" x 1 1/2" Hex Cap Screws	0.34	4.08	
74	ea.	322-04-07	1/2" x 1 1/2" Bronze Bolts	1.96	145.04	
20	ea.	322-04-09	1/2" x 2" Bronze Bolts	1.78	35.60	
94	ea.	370-01-06	1/2" Bronze Lockwashers	0.30	28.20	
188	ea.	370-02-06	1/2" Stainless Steel Washers	0.27	50.76	
12	ea.	375-16-09	1/2" Caulking Anchors	1.54	18.48	
94	ea.	381-04-01	1/2" Bronze Nuts	0.70	65.80	
6	ea.	582-00-01	Tubes of Silicone Caulk	5.06	30.36	
			Total Page 5		\$ 30,816.85	\$ -
			Total Page 4 Brt Fwd		\$ 52,383.14	\$ -
			TOTAL (Page 2, 3, 4, 5)		\$ 83,199.99	\$ -

Date: 11/19/18 Page 6

WORK ORDER ENGINEERING ESTIMATE

HASTINGS UTILITIES

HASTINGS, NEBRASKA

Name of Department: Sewer

Construction: X

Retirement: _____

Work Order No.: SW-337

Budget Item No.: 4.21 (2018 - 2019)

Budget Item Amt: \$100,000

DESCRIPTION AND LOCATION:

New 8" sanitary sewer main to serve Osborne View Estates Subdivision on Victory Lane and Market Lane north of 26th Street.

PURPOSE OF WORK IMPROVEMENT:

To serve new subdivision.

CONTRIBUTIONS/REMARKS:

HU to pay for the cost of the main in the intersection.

Estimated Cost	Amount	Attached Map or DWG No.:	
1. Material to be Purchased	0.00	Sheet No.:	
2. Stores Dept. Charge @ 8.0%	0.00		
3. Material from Stock	0.00	Date Work to be Started:	01/29/19
4. Stores Dept. Charge @ 8.0%	0.00	Date Work to be Finished:	05/31/19
5. Labor	0.00	Checked By: <i>Mark Heminger</i>	Date
6. Mileage & Truck Usage	0.00		2-19-19
7. Equipment Usage	0.00	Checked By:	Date
8. Contract Amount (Contract w/City Engineering)	140,215.50	<i>Don Sekora</i>	2-19-19
9.		Approved By:	Date
10.		<i>Keith Zembard</i>	2-25-19
SUBTOTAL	\$140,215.50	Director of Engineering	
Engineering & Administration @ 0%	0.00	Approved By:	Date
Subtotal	\$140,215.50		
Less Developer Contribution	137,340.30	City Council	
		Authorized By:	Date
		<i>[Signature]</i>	2/25/19
TOTAL ESTIMATED COST OF WORK ORDER	\$2,875.20	Manager	

WORK ORDER ENGINEERING ESTIMATE

HASTINGS UTILITIES

HASTINGS, NEBRASKA

Name of Department: Water

Construction: X

Retirement: _____

Work Order No.: WA-362

Budget Item No.: 3.26 (2018 - 2019)

Budget Item Amt: \$300,000

DESCRIPTION AND LOCATION:

New 8" water main to serve Osborne View Estates Subdivision on Victory Lane and Market Lane north of 26th Street.

PURPOSE OF WORK IMPROVEMENT:

To serve new subdivision.

CONTRIBUTIONS/REMARKS:

HU to pay for the main in the intersection and also the cost of installing the main across 26th Street at two locations.

Estimated Cost	Amount	Attached Map or DWG No.:	
1. Material to be Purchased	6,450.10	Sheet No.:	
2. Stores Dept. Charge @ 8.0%	516.01		
3. Material from Stock	127.32	Date Work to be Started:	01/29/19
4. Stores Dept. Charge @ 8.0%	10.19	Date Work to be Finished:	05/31/19
5. Labor	1,800.00	Checked By: <i>Mark Hemborg</i>	Date 2-19-19
6. Mileage & Truck Usage	375.00		
7. Equipment Usage	0.00	Checked By:	Date
8. Contract Amount (Contract w/City Engineering)	161,964.00	<i>Ren SEKORA</i>	2-19-19
9.		Approved By:	Date
10.		<i>Keith Terlanda</i>	2-25-19
SUBTOTAL	\$171,242.61	Director of Engineering	
Engineering & Administration @ 0%	0.00	Approved By:	Date
Subtotal	\$171,242.61		
Less Developer Contribution	146,273.61	City Council	
		Authorized By:	Date
		<i>[Signature]</i>	2/25/19
TOTAL ESTIMATED COST OF WORK ORDER	\$24,969.00	Manager	

HASTINGS UTILITIES, HASTINGS, NEBRASKA

Work Order No.: WA-362

B.I. No.: 3.26

B.I. Yr.: 2018 - 2019

LABOR AND EQUIPMENT ESTIMATE

Classification of Labor or Equipment to be Used	No of Hr/Mi/Ft	Cost Per Unit	Subtotal	Total Cost
LABOR: Water Department	40	45.00	1,800.00	
			0.00	
			0.00	
TOTAL - LABOR				\$1,800.00
MILEAGE: Truck #38	100	3.75	375.00	
			0.00	
TOTAL - MILEAGE & TRUCKS				\$375.00
EQUIPMENT			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
TOTAL - EQUIPMENT USAGE				\$0.00
TOTAL COST ALL LABOR AND EQUIPMENT ESTIMATE				\$2,175.00

MATERIAL ESTIMATE

Quantity	Stock Number	Description	Unit Price	Stock Material	New Material
12.00	EA	Water Samples	50.00		\$ 600.00
3.00	EA	650-25-03 3 lb. Anode	20.64	61.92	
1953.00	LF	023-07-05 Blue Warning Tape	0.05	50.00	
5355.00	LF	Blue Tracer Wire	0.22		1,178.10
65.00	EA	Tracer Wire Connector	4.88		3,172.00
20.00	LF	113-05-05 1 1/2" White PVC Pipe	0.49	9.80	
4.00	EA	116-22-01 1 1/2" White Threaded Adapter	0.62	2.48	
4.00	EA	116-21-03 1 1/2" White Threaded Cap	0.78	3.12	
1.00	LS	Misc. Material	500.00		1,500.00
TOTAL				\$ 127.32	\$ 6,450.10

Estimated By: S. Struss

Date: 01/11/19

Page 2

WORK ORDER ENGINEERING ESTIMATE

HASTINGS UTILITIES

HASTINGS, NEBRASKA

Name of Department: Water

Construction: X

Retirement: _____

Work Order No.: WA-364

Budget Item No.: 3.13 (2018 - 2019)

Budget Item Amt: \$250,000

DESCRIPTION AND LOCATION:

Replace well 25 verticle turbine with 150hp submersible.

PURPOSE OF WORK IMPROVEMENT:

Well 25 pump was worn out.

CONTRIBUTIONS/REMARKS:

Estimated Cost	Amount	Attached Map or DWG No.:	W -136
1. Material to be Purchased		Sheet No.:	1 of 1
2. Stores Dept. Charge @ 8.0%			
3. Material from Stock		Date Work to be Started:	02/12/19
4. Stores Dept. Charge @ 8.0%		Date Work to be Finished:	05/01/19
5. Labor	3,600.00	Checked By: <i>Mark Hemminger</i>	Date 2-20-2019
6. Mileage & Truck Usage	562.50		
7. Equipment Usage		Checked By: <i>Mark Stange</i>	Date 2/20/19
8. Contract Amount (Contract w/Downey Drilling)	55,788.00	Approved By: <i>Keith Loucks</i>	Date 2/20/19
9. Miscellaneous	400.00	Director of Engineering	
10.			
SUBTOTAL	\$60,350.50		
Engineering & Administration @12%	7,242.06	Approved By:	Date
Subtotal	\$67,592.56		
Less Developer Contribution		City Council	
		Authorized By: <i>[Signature]</i>	Date 2/21/19
TOTAL ESTIMATED COST OF WORK ORDER	\$67,592.56	Manager	

HASTINGS UTILITIES, HASTINGS, NEBRASKA

Work Order No.: WA-362
 B.I. No.: 3.26
 B.I. Yr.: 2018 - 2019

LABOR AND EQUIPMENT ESTIMATE

Classification of Labor or Equipment to be Used	No of Hr/Mi/Ft	Cost Per Unit	Subtotal	Total Cost
LABOR: Water Department	80	45.00	3,600.00	
			0.00	
			0.00	
TOTAL - LABOR				\$3,600.00
MILEAGE: Truck #37	150	3.75	562.50	
			0.00	
TOTAL - MILEAGE & TRUCKS				\$562.50
EQUIPMENT:			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
TOTAL - EQUIPMENT USAGE				\$0.00
TOTAL COST ALL LABOR AND EQUIPMENT ESTIMATE				\$4,162.50

MATERIAL ESTIMATE

Quantity	Stock Number	Description	Unit Price	Stock Material	New Material
8.00 EA		Water Samples	50.00		400.00
		TOTAL		\$ -	\$ 400.00

WORK ORDER ENGINEERING ESTIMATE

HASTINGS UTILITIES

HASTINGS, NEBRASKA

Name of Department: Water

Construction: X

Retirement:

Work Order No.: WA-365

Budget Item No.: 3.10 (2018 - 2019)

Budget Item Amt: \$200,000

DESCRIPTION AND LOCATION:

Install Variable Frequency Drive motor control in well 25.

PURPOSE OF WORK IMPROVEMENT:

Replace old motor control with a VFD to control new submersible pump.

CONTRIBUTIONS/REMARKS:

Estimated Cost	Amount	Attached Map or DWG No.:	W-136
1. Material to be Purchased	39,000.00	Sheet No.:	1 of 1
2. Stores Dept. Charge @ 8.0%			
3. Material from Stock		Date Work to be Started:	02/12/19
4. Stores Dept. Charge @ 8.0%		Date Work to be Finished:	05/01/19
5. Labor	14,000.00	Checked By: <i>Mark Hemberson</i>	Date 2/20/2019
6. Mileage & Truck Usage	160.00		
7. Equipment Usage	410.00	Checked By: <i>Mark Hemberson</i>	Date 2/20/19
8. Contract Amount (Contract w/)		Approved By: <i>Keith Senhardt</i>	Date 2/20/19
9.		Director of Engineering	
10.		Approved By:	Date
SUBTOTAL	\$53,570.00		
Engineering & Administration @12%	6,428.40	City Council	
Subtotal	\$59,998.40	Authorized By: <i>[Signature]</i>	Date 2/21/19
Less Developer Contribution			
TOTAL ESTIMATED COST OF WORK ORDER	\$59,998.40	Manager	

HASTINGS UTILITIES, HASTINGS, NEBRASKA

Work Order No.: WA-365

B.I. No.: 3.10

B.I. Yr.: 2018 - 2019

LABOR AND EQUIPMENT ESTIMATE

Classification of Labor or Equipment to be Used	No of Hr/Mi/Ft	Cost Per Unit	Subtotal	Total Cost
LABOR: Substations and Communication	250	56.00	14,000.00	
			0.00	
			0.00	
TOTAL - LABOR				\$14,000.00
MILEAGE: Truck 80/81	200	0.80	160.00	
			0.00	
TOTAL - MILEAGE & TRUCKS				\$160.00
EQUIPMENT:			0.00	
Digger PTO	2	175.00	350.00	
Digger Miles	16	3.75	60.00	
			0.00	
			0.00	
TOTAL - EQUIPMENT USAGE				\$410.00
TOTAL COST ALL LABOR AND EQUIPMENT ESTIMATE				\$14,570.00

MATERIAL ESTIMATE

Quantity	Stock Number	Description	Unit Price	Stock Material	New Material
1.00	ea	200HP Variabe Frequency Drive	#####		\$ 25,000.00
1.00	LS	Misc VFD	4,000.00		\$ 4,000.00
1.00	LS	Major Components	6,000.00		\$ 6,000.00
1.00	LS	Misc Fittings/Wire	2,000.00		\$ 2,000.00
1.00	LS	Fiber, Comm, Scada	2,000.00		\$ 2,000.00
TOTAL				\$ -	\$ 39,000.00

Estimated By: N. Nienhueser

Date: 02/11/19

Page 2

WORK ORDER ENGINEERING ESTIMATE

HASTINGS UTILITIES

HASTINGS, NEBRASKA

Name of Department: Water

Construction: X

Retirement: _____

Work Order No.: WA-366

Budget Item No.: 3.10 (2018 - 2019)

Budget Item Amt: \$200,000

DESCRIPTION AND LOCATION:

Install Variable Frequency Drive motor control in well 29.

PURPOSE OF WORK IMPROVEMENT:

Replace old motor control with a VFD to control.

CONTRIBUTIONS/REMARKS:

Estimated Cost	Amount	Attached Map or DWG No.:	
1. Material to be Purchased	54,000.00	Sheet No.:	
2. Stores Dept. Charge @ 8.0%			
3. Material from Stock		Date Work to be Started:	03/01/19
4. Stores Dept. Charge @ 8.0%		Date Work to be Finished:	09/01/19
5. Labor	18,480.00	Checked By: <i>Mark Hemminger</i>	Date
6. Mileage & Truck Usage	400.00		
7. Equipment Usage	410.00	Checked By: <i>Mark Hemminger</i>	Date
8. Contract Amount (Contract w/)			2/20/19
9.		Approved By: <i>Keith Leonard</i>	Date
10.			2/20/19
SUBTOTAL	\$73,290.00	Director of Engineering	
Engineering & Administration @12%	8,794.80	Approved By:	Date
Subtotal	\$82,084.80		
Less Developer Contribution		City Council	
		Authorized By: <i>[Signature]</i>	Date
			2/21/19
TOTAL ESTIMATED COST OF WORK ORDER	\$82,084.80	Manager	

HASTINGS UTILITIES, HASTINGS, NEBRASKA

Work Order No.: WA-366
 B.I. No.: 3.10
 B.I. Yr.: 2018 - 2019

LABOR AND EQUIPMENT ESTIMATE

Classification of Labor or Equipment to be Used	No of Hr/Mi/Ft	Cost Per Unit	Subtotal	Total Cost
LABOR: Substations and Communication	330	56.00	18,480.00	
			0.00	
			0.00	
TOTAL - LABOR				\$18,480.00
MILEAGE: Truck 80/81	500	0.80	400.00	
			0.00	
TOTAL - MILEAGE & TRUCKS				\$400.00
EQUIPMENT			0.00	
Digger PTO	2	175.00	350.00	
Digger Miles	16	3.75	60.00	
			0.00	
			0.00	
TOTAL - EQUIPMENT USAGE				\$410.00
TOTAL COST ALL LABOR AND EQUIPMENT ESTIMATE				\$19,290.00

MATERIAL ESTIMATE

Quantity	Stock Number	Description	Unit Price	Stock Material	New Material
1.00	EA	200HP Varialbe Frequency Drive	#####		\$ 35,000.00
1.00	LS	Misc VFD	4,000.00		\$ 4,000.00
1.00	LS	Tank Master	5,000.00		\$ 5,000.00
1.00	LS	Major Components	6,000.00		\$ 6,000.00
1.00	LS	Misc Fittings/Wire	2,000.00		\$ 2,000.00
1.00	LS	Fiber, Comm, Scada	2,000.00		\$ 2,000.00
		TOTAL		\$ -	\$ 54,000.00

Estimated By: N. Nienhueser

Date: 02/11/19

Page 2

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: 04/27/2019

Event Name: Downtown Do The Brew

Contact Person: Megan Arrington-Williams Phone: 720-308-5324

Address: 119 N. Saint Joseph Ave., Hastings, NE 68901

Email: hastingsartscouncil@gmail.com Daytime Phone: 720-308-5324

Name of Organization Hosting Event: Hastings Community Arts Council/Do the Brew

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: Hastings Community Arts Council/Do the Brew

Organization Address: 1009 S. Pine Ave., Hastings, NE 68901

Organization Email: hastingsartscouncil@gmail.com Organization Phone: 720-308-5324

Type of Event: Beer Tasting

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:_____

Beer Tasting event

Event Location: First Street & Saint Joseph Ave.

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

Start Time of Event: 12 p.m. End Time of Event: 10 p.m.

Official Office Use Only

Authorized Signature – City of Hastings

Date of Council Approval



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/21/2019

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 Gary Thompson Agency, Inc. 3606 Cimarron Plaza, Ste 280 Hastings NE 68901		CONTACT NAME: Lisa Glass PHONE (A/C, No, Ext): (402) 463-0596 FAX (A/C, No): (402) 463-2143 E-MAIL ADDRESS: llsag@gtainsures.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: USLI	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2019 Master Cert **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		CL1916044	04/27/2019	04/29/2019	EACH OCCURRENCE \$ 1,000,000	
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000							
	MED EXP (Any one person) \$ 1,000							
	PERSONAL & ADV INJURY \$ 1,000,000							
							GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COMP/OP AGG \$ 2,000,000	
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$	
							BODILY INJURY (Per person) \$	
							BODILY INJURY (Per accident) \$	
							PROPERTY DAMAGE (Per accident) \$	
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ ☐						EACH OCCURRENCE \$	
							AGGREGATE \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ☐ ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE ☐ OTH-ER ☐	
							E.L. EACH ACCIDENT \$	
							E.L. DISEASE - EA EMPLOYEE \$	
							E.L. DISEASE - POLICY LIMIT \$	

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

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

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-  Barricades
-  Road Closed
-  Fence

Downtown Do The Brew



**Special Designated License
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

Hastings Community Arts Council

Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)

1009 S. Pine Ave., Hastings, NE 68901

Retail Liquor License Address or Non-Profit Business Address

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only 4/27/19
Event Date(s):

Event Start Time(s): 12 pm

Event End Time(s): 10 pm

Alternate Date: n/a

Alternate Location Building & Address: Hastings City Auditorium | 400 N. Hastings Ave., Hastings

Event Building Name: Outdoor Event

Event Street Address/City: 1st Street and Saint Joseph Ave.

Indoor area to be licensed in length & width: ____ X ____

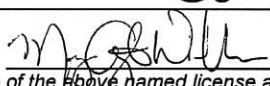
Outdoor area to be licensed in length & width: see X file (Diagram Form #109 must be attached)

Type of Event: Craft Beer Tasting Estimate # of attendees: 1000

Type of alcohol to be served: Beer ☒ Wine _____ Distilled Spirits _____
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Megan Arrington-Williams Event Contact Phone Number: 720-308-5324

Event Contact Email: hastingartsCouncil@gmail.com

*Signature Authorized Representative:  Printed Name Megan Arrington-Williams

I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

*Retail licensee – Must be signed by a member listed on permanent license

*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

The local governing body for the City/Village of Hastings OR County of _____ approves
the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature

Date

OUTDOOR AREA DIAGRAM

HOW AREA WILL BE PATROLLED Double Fenced & Security Hired

- IF APPLICABLE, OUTDOOR AREA MUST BE CONNECTED TO INDOOR AREA IF INDOOR AREA IS TO LICENSED
- MEASUREMENT OF OUTER WALLS OF AREA TO BE LICENSED MUST INCLUDED LENGTH & WIDTH IN FEET
- DOUBLE FENCING IS REQUIRED FOR ALL NON-PROFIT ORGANIZATIONS UNLESS FORM #140 IS FILED WITH THIS FORM AND IS APPROVED BY THE COMMISSION
- RETAILER LIQUOR LICENSE HOLDERS ARE NOT REQUIRED TO DOUBLE FENCE, ALTHOUGH MEASURES NEED TO BE TAKEN TO SECURE THE AREA

DIAGRAM OF PROPOSED AREA:

SEE ATTACHED



committed members
Those ones we suggested
board members - locations
both here in Seattle this
up - I will submit school
please request this week
some ideas + fund raised

Quadrant 1 (Q1)
100%

LICENSE AGREEMENT FOR USE OF A PORTION OF PUBLIC STREET

THIS AGREEMENT, made and entered into this ____ day of _____, 2019, by and between the City of Hastings, Nebraska, a municipal corporation, hereinafter referred to as "City", and The Hastings Community Arts Council, Inc., a Nebraska Nonprofit Corporation, 830 North Hastings Avenue, Hastings, Nebraska, hereinafter referred to as "HCAC", WITNESSETH:

WHEREAS, HCAC has applied for a Special Designated Liquor License with the Nebraska Liquor Control Commission to be able to serve beer and wine between the hours of 12:00 p.m. to 11:00 p.m. within the public street right-of-way of St. Joseph Avenue between 1st Street 2nd Street and a portion of 1st Street between Denver Avenue and Kansas Avenue located within the City of Hastings, Nebraska, on Saturday, April 27, 2019, in conjunction with an event to be known as "Downtown Do the Brew"; and

WHEREAS, Section 8-017 of the Hastings City Code provides that alcoholic beverages may be served during community sponsored events on a portion of public streets within the downtown area subject to this issuance of a Special Designated License therefor issued by the Nebraska Liquor Control Commission and with a license agreement to do so with the City; and

WHEREAS, "Downtown Do the Brew" is an event sponsored event by HCAC; and

WHEREAS, HCAC desires to serve wine and beer as a beer garden activity during the "Downtown Do the Brew" event as set forth above;

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

1. City hereby grants HCAC a license to occupy that portion of the public street on St. Joseph Avenue between 1st Street and 2nd Street and a portion of 1st Street between Denver Avenue and Kansas Avenue as shown on the attached Exhibit "A" for the purpose of having a beer garden to serve beer and wine between the hours of 12:00 p.m. and 10:00 p.m. on Saturday, April 27, 2019, subject to the following conditions:

- A. HCAC obtains a Special Designated License from the Nebraska Liquor Control Commission for the beer garden on 1st Street and St. Joseph Avenue on the date and for the times set forth above prior to April 27, 2019.
- B. HCAC provides and erects double fencing or other acceptable barriers as required by the Nebraska Liquor Control Commission across St. Joseph Avenue at 2nd Street across 1st Street at Kansas Avenue and Denver Avenue for the beer garden and the same fencing or barriers across the east-west alleys intersection St. Joseph Avenue between 1st Street and 2nd Street for the beer garden.
- C. HCAC shall be responsible for the removal of said fencing or barriers at the conclusion of the time set forth in the Special Designated License, and repairing any damage done to St. Joseph Avenue or the intersecting alleys as a result of the erection of the fencing or barriers.

- D. HCAC at the conclusion of the beer garden operation shall be responsible for the removal of all tables and chairs or benches used in conjunction with the beer garden, and for the removal of all litter, waste, and garbage from the area of the beer garden.

2. In consideration of City granting the aforementioned license, HCAC agrees to provide City with a certificate of liability insurance in the minimum amount of a combined single limit of Two Million Dollars (\$2,000,000.00) with City named as an additional named insured at the time HCAC picks up its Special Designated Permit from City prior to April 27, 2019. In the event said certificate of insurance is not received by City prior to April 27, 2019, the license granted hereunder shall be null and void and without force or effect. In addition, HCAC agrees to indemnify and hold City harmless for any and all liability associated with or arising out of HCAC's operation of the beer garden as provided for herein.

3. HCAC agrees and understands that the license granted by this Agreement is only for April 27, 2019, between the hours of 12:00 p.m. and 10:00 p.m., and shall immediately expire and be no longer valid as of 10:00 p.m. on April 27, 2019.

4. HCAC further agrees and understands that the license granted by City hereunder is a purely a personal right granted to HCAC and to HCAC alone and may not be assigned or transferred to any third party.

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

City of Hastings, Nebraska, a municipal corporation

By _____
Mayor

ATTEST:

City Clerk

(SEAL)

Approved as to form: 
City Attorney

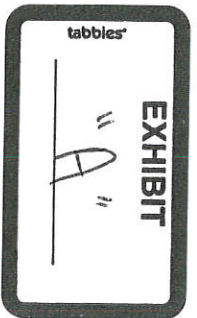
The Hastings Community Arts Council, Inc., a Nebraska
Nonprofit Corporation

By _____
Its President



KANSAS

POL



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: 06/08/2019-11/02/19

Event Name: Highland Park Farmers' Market

Contact Person: Alan Kruger Phone: 402-519-3932

Address: 4010 East Meadow Lark Lane

Email: akrugerne@gmail.com Daytime Phone: 402-519-3932

Name of Organization Hosting Event: Highland Park Farmers' Market

Type of Organization (Please select from the following):

Individual _____

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

Corporation X LLC _____ Other _____

If Other, please provide name: _____

Organization Address: Same

Organization Email: Same Organization Phone: Same

Type of Event: Farmers' Market

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

Will alcohol be served at this event? Yes X 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:

Event Location: Highland Park, 14th Street and Hastings Avenue

- 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: 7:00 End Time of Event: 13:00

分發對象：凡在中華民國境內，具有中華民國國籍，且符合下列條件者，均可申請：

Official Office Use Only

Authorized Signature -- City of Hastings

Date of Council Approval



HIGH-4

OP ID: LS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/30/2018

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 Pro Insur, Inc. dba Campbell Risk Management 9595 Whitley Drive, Suite 204 Indianapolis, IN 46240 Larry Spilker ext 203		317-848-9075		CONTACT NAME: Larry Spilker ext 203 PHONE (A/C, No, Ext): 317-848-9075 FAX (A/C, No): 317-848-9093 E-MAIL ADDRESS: lspilker@campbellrisk.com	
INSURED Highland Park Farmers Market 4010 East Meadowlark Lane Hastings, NE 68901		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A : HANOVER INSURANCE GROUP		22292	
		INSURER B :			
		INSURER C :			
		INSURER D :			
		INSURER E :			
		INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

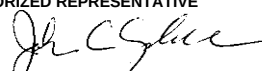
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	Y		LHI D481967	08/07/2018	08/07/2019	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	☐ DED ☐ RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Those usual to the Insured's operation. Blanket additional Insured applies per coverage form 421-2915 06 15.

CERTIFICATE HOLDER

CANCELLATION

EVIDENC Evidence of Insurance	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 



HIGH-4

OP ID: LS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/30/2018

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 Pro Insur, Inc. dba Campbell Risk Management 9595 Whitley Drive, Suite 204 Indianapolis, IN 46240 Larry Spilker ext 203		317-848-9075		CONTACT NAME: Larry Spilker ext 203 PHONE (A/C, No, Ext): 317-848-9075 FAX (A/C, No): 317-848-9093 E-MAIL ADDRESS: lspilker@campbellrisk.com	
INSURED Highland Park Farmers Market 4010 East Meadowlark Lane Hastings, NE 68901		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A : HANOVER INSURANCE GROUP		22292	
		INSURER B :			
		INSURER C :			
		INSURER D :			
		INSURER E :			
		INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

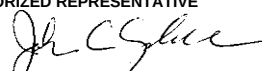
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	Y		LHI D481967	08/07/2018	08/07/2019	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	☐ DED ☐ RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

The City of Hastings, is an additional Insured.

CERTIFICATE HOLDER

CANCELLATION

EVIDENC Evidence of Insurance	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 



N

14TH ST W

Highland Park

Hastings Museum

HILL ST

BURLINGTON AVE N

Farmer's Market

HASTINGS AVE N

Fire Department

Department: Development Services
Staff Contact: Brad Starling
Council Meeting Date: 03/11/2019

AGENDA ITEM SUMMARY SHEET

Description of Item:

Consider a recommendation to adopt the 2018 International Fire Code.

Names of People/Business affected by this action:

The people of Hastings, residential home builders, contractors, real estate professionals, the Hastings Fire Department, and the City.

Why Council action is required:

A Planning Commission recommendation for building, fire, subdivision, and zoning code updates is required prior to City Council adoption. The Building Code Board of Appeals will review this request and provide a recommendation to Planning Commission.

Type of action requested:

Ordinance

Suggested motion:

Motion to recommend adoption of the 2018 International Fire Code.

Deadlines associated with action:

This item is scheduled to be presented for consideration at the March 11, 2019 City Council meeting.

Department head comments:

The International Fire Code is overdue for an update. In order to minimize inconsistencies with the associated municipal codes, an update to the 2018 version is considered the most appropriate.

This update includes provisions for residential, commercial, and utility-scale solar energy. It also includes provisions for newer development patterns and building types which have not been introduced in Hastings yet.

One consideration which has dominated internal discussions regarding this update is a requirement that all new and substantially altered single-family residences are to contain automatic sprinkler systems.

The Fire Department and the Development Services Department have discussed this provision, and would be comfortable with a local amendment which eliminates this as a requirement and enacts it as an option for 2 years.

City Administrator comments:

Recommend approval without the residential sprinkler requirement.

Significant Changes to IFC From 2003 Edition to 2018 Edition

General Requirements:

315.3.1 Modification to code:

Allows storage to extend to the ceiling along walls in a business. Gives a business owner the opportunity to utilize space more effectively. Requires sprinkler protection of combustible storage below building canopies.

315.1 315.7 105.6.29 Addition to code:

Height limitations and separation to buildings and property lines for storage of idle pallets. Requires an operational permit to store in any building or on any premises in excess of 2,500 cubic feet of combustible empty packing cases, rubber tires or similar combustible material.

Emergency Planning:

404.2 Addition to code:

Requires fire and evacuation plans for large Group B occupancies. Buildings with 500 or more occupant load or more than 100 below lowest level of discharge. Also includes R-2 college and university buildings.

404.2.2 404.2.3.1 404.2.3.2 404.2.3.3 Addition to code:

Sets forth guidelines and direction for developing lockdown plans for an emergency that requires such an action.

Fire Service Features:

510.1 New/modification to code:

All new buildings shall have approved radio coverage for emergency responders within the building based upon the existing coverage levels of the public safety communication systems of the jurisdiction at the exterior of the building.

Building Services and Systems:

606.10 Addition to code:

Emergency pressure control systems are now required as a replacement for manual emergency control boxes, previously located in section 606.9.3.

604.5 New to code:

Testing requirements for emergency egress lighting are now required.

605.11 New to code:

Requirements for the installation of solar photovoltaic power systems on the building's roof are now established in the IFC.

609.2 Modification to code:

Modifies the requirement for when a Type I kitchen hood is required. When emissions are low enough, a simple Type II hood would be allowed, and no fire extinguishing system would be required.

609.3 and 904.11.6 Modification to code:

Requirements for operation and maintenance of commercial cooking equipment now include cleaning frequencies based on type of cooking operation.

611 Addition to code:

Adds new requirements on how to deal with hyperbaric facilities.

Fire Protection and Life Safety Systems:

901.9 New to code:

Notice to the fire code official is now required when an alarm monitoring service is terminated or changed.

903.2.11.1 Clarification to code:

An automatic sprinkler system shall be installed in every story or basement of all buildings where the floor area exceeds 1,500 square feet and where there is not provided at least one of two types of exterior wall openings.

903.2.1.6 Addition to code:

Adds a requirement for sprinklers on levels between the roof and the exit discharge where an occupied roof has high assembly loads.

903.2.1.7 Clarification to code:

Clarifies that if multiple Group A occupancies exist that don't require sprinklers based on individual occupant loads, yet they use the same exit system, the occupant loads using the same exit system must be combined to determine if sprinklers are required.

903.2.11.1.3 Modification to code:

Basements that are modified by the addition of a wall, partition, or fixture that can obstruct fire streams will require automatic sprinkler protection. Where any portion of a basement is located more than 75 feet from a required opening it will be required to have sprinkler protection.

903.2.3 Modification to code:

An automatic sprinkler system shall be provided for Group E occupancies when certain criteria is met.

903.3.1.2.1 Modification to code:

Sprinkler protection is required on balconies, decks and ground floor patios of dwelling units and sleeping units where certain criteria is met.

903.3.1.3 Addition to code:

Effective January 1, 2011, a residential fire sprinkler system (13r) shall be installed in one- and two-family dwellings and town-houses. **This provision will be effective January 1, 2021, and shall be optional but encouraged from date of adoption to the effective date.*

903.3.1.3 Addition to code:

Where allowable, automatic sprinkler systems installed in one- and two-family dwellings and townhouses shall be installed in accordance with NFPA 13D. These systems can also be designed and installed in accordance with section P2904 of the IRC.

903.3.1.2.3 Addition to code:

Automatic sprinkler protection shall be provided in attics of Group R occupancies when certain criteria is met.

904.13 Modification to code:

Requires an automatic fire-extinguishing system to protect domestic cooking appliances in care facilities. This includes I-1, I-2 and R-2 college dormitories.

905.3.1 Modification to code:

Standpipe systems are now required in buildings four or more stories in height. In addition, a class 1 standpipe is allowed in Group B and Group E occupancies rather than a Class III.

907.2.1 Modification to code:

A new fire alarm threshold has been added for Group A occupancies where an occupant load of 100 or more is located on a level other than the level of exit discharge.

Means of Egress:

1004.5 and 1004.8 Modification to code:

The method of calculating occupant load in a business area is revised, which allows for larger occupant loads.

1008.2.3 Clarification to code:

Illumination of the exit discharge can now terminate at a safe dispersal area, allowing building owners and developers to save cost.

1010.1.4.4 Addition to code:

In Group E and Group B educational occupancies, egress doors from classrooms, offices and other occupied rooms shall be permitted to be provided with locking arrangements designed to keep intruders from entering the room where certain criteria are met.

1010.1.9.8 through 1010.1.9.10 Clarification and modification to code:

Clarifies the language of delayed egress, electromagnetic locks and introduces “sensor release of electrically locked” egress doors and adds I-1 to the provisions. Additional occupancies are allowed to install delayed egress, including Group E and Group A courtrooms. A sensor release of electric locking systems shall be permitted on doors located in a means of egress in any occupancy except Group H when installed meeting certain criteria.

1011.2 Addition to code:

Low-level exit signs must be provided in the egress system serving guest rooms in an R-1 occupancy. These additional exit signs are required to be installed if traditional exit signs are required.

1014.3 Modification to code:

The maximum permitted length of the common path of egress travel in Group R-2 occupancies has been increased from 75' to 125'.

1017.3 Clarification to code:

Common path of egress travel must be applied to each room or space on every story.

1030.1 Modification to code:

Emergency escape and rescue openings are required in Groups R-3, R-4 and Group R-2 provided with only one means of egress from a story. It is possible to eliminate some or all emergency escape and rescue openings from a sprinkled basement.

1031.2.2 Addition to code:

In Group E occupancies, Group B educational occupancies and Group I-4 occupancies, egress doors from classrooms, offices and other occupied rooms shall be permitted to be provided with locking arrangements designed to keep intruders from entering the room when certain criteria are met.

Existing Buildings:

1103.5.1 Addition to code:

Where alcoholic beverages are consumed in a Group A-2 occupancy having an occupant load of 300 or more, the fire area containing the Group A-2 occupancy shall be equipped with an automatic sprinkler system in accord with section 903.3.1.1.

1104.16.5.1 New to code:

Adds a new requirement that fire escape stairs must be inspected by a registered design professional every 5 years and submit report to the fire code official.

Energy Systems:

Chapter 12 Addition to code:

This new chapter has been added to the IFC to address all configurations of energy systems. This includes 1204.5 rapid shutdown for solar photovoltaic power systems and 1206.2 stationary storage battery systems.

Other Notable Changes:

3105 Addition to code:

Adds requirements for temporary stage canopies that have suffered serious collapses in recent years.

5307 Addition to code:

Adds regulations for large carbon dioxide systems used in beverage dispensing. Large refrigerated systems can create a life safety hazard resulting in oxygen being replaced in a room, thus the need for this regulation.

6104.3.1 Modification to code:

No longer allows LP containers on the roof of buildings like NFPA 58 allows.

Summary:

All changes listed are changes that have occurred since our current code adoption. Changes begin with the 2006 edition and continue through the 2018 edition of the International Fire Code (updates are every three years.) All are referenced by code number at the time of the change to the code.

Brief descriptions of the change are included and a more in-depth version is available upon request.

There are many other changes over this time frame. Listed are the codes that would have the most affect to our community and life safety.

Information about 13D system:

Sprinklers shall not be required in bathrooms of 55 square feet or less.

Combustible fuel loading in most small bathrooms typically is low.

Sprinklers shall not be required in garages, open attached porches, carports, and similar structures.

Many are surprised to learn that NFPA 13D does not require sprinklers in garages. But, in fact, few deadly fires start in garages. A simple cost-benefit analysis can illustrate that the extra expense of placing sprinklers in garages does not provide an equal balance of protection due to the fact that most garages are not heated and the sprinkler system would need to be a dry system or an antifreeze system in many geographic regions. This cost-benefit analysis and the fact that most residential building codes require a one-hour fire resistance rating for the walls separating the garage and the remainder of the home led to this omission. While NFPA 13D does not require garages to be sprinklered, some authorities having jurisdiction requiring the installation in these areas.

Sprinklers shall not be required in clothes closets, linen closets, and pantries that meet all of the following conditions:

- (1) The area of the space does not exceed 24 square feet.
- (2) The walls and ceilings are surfaced with noncombustible or limited-combustible materials.

Small closets are usually impractical places to install sprinklers because of their relatively small size. When mechanical equipment or laundry machines are placed in the closet, the closet is no longer considered a clothes closet, linen closet, or pantry, so this exception is no longer valid and sprinklers must be installed.

Sprinklers shall not be required in attics with or without storage, penthouse equipment rooms, elevator machine rooms, concealed spaces dedicated exclusively to and containing only dwelling unit ventilation equipment, floor/ceiling spaces, elevator shafts, crawl spaces, and other concealed spaces that are not used or intended for living purposes.

The following are examples of attics that would typically be considered intended for living purposes and would need sprinkler protection:

- Attics for which a set of walk-up stairs has been constructed
- Attics that have been enclosed and are heated or air conditioned, even if not finished
- Attics that have been provided electrical, lighting, and heating or air conditioning

Typically, attics with only access hatches would not be considered as intended for living purposes, even if used for storage.

Sprinklers shall not be required in covered, unheated projections of the building at entrances/exits as long as the dwelling unit has another means of egress.

Authorities having jurisdiction have allowed the omission of sprinklers in the following types of spaces:

- Mudrooms: unheated areas where shoes and coats are taken off and stored
- Bulkheads: areas leading from below grade basements to the exterior grade with an intervening door at the basement level

Sprinklers shall not be required for ceiling pockets that meet the following conditions:

- (1) The total volume of all unprotected ceiling pockets in a compartment does not exceed 100 cubic feet.
- (2) The entire floor under the unprotected ceiling pocket is protected by sprinklers at the lower ceiling elevation.
- (3) The interior finish of the unprotected ceiling pocket excluding decorative treatments is noncombustible

or limited-combustible material.

(4) Skylights not exceeding 32 square feet shall be permitted to have a plastic cover.

Sprinklers shall not be required in closets in garages and exterior closets (regardless of size) located on exterior balconies, exterior breezeways/corridors, or accessed from outdoors where the closet does not have doors or unprotected penetrations directly into the dwelling unit.

This provision, is consistent with the opinion that sprinklers should not be required in spaces subject to cold temperatures or spaces where statistics do not indicate a significant occurrence of fire or fatality. The assumption is that a barrier exists between the exterior closet and the dwelling unit and that openings and penetrations between the two are appropriately protected.

This information is for educational purposes only. Please reference [NFPA 13D, Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes](#), when installing home fire sprinklers.

Common Questions:

Fire service and safety organizations promote home fire sprinklers for life safety. Are they also intended for property protection?

The provisions in [NFPA 13D, Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes](#), do provide a degree of property protection especially where the fire occurs in a space protected by sprinklers. NFPA research indicates that fire sprinklers can reduce the risk of property damage by 70 percent. However, the standard's focus is life safety and therefore does not require sprinkler protection in all areas of the home. The standard requires two operating sprinklers discharging for a period of 10 minutes to control the fire — a period considered sufficient for residents to safely escape a home fire.

Will adoption of a fire sprinkler ordinance for one- and two-family homes eliminate the need for local firefighters?

No. Home fire sprinklers installed in accordance with NFPA 13D will make it safer for the community's residents and firefighters, but it will not eliminate the need for the fire service. The purpose of NFPA 13D is life safety, but there will still be fires that could originate in areas in which this standard does not require fire sprinkler protection. There also may be situations where the fire sprinkler performs as intended for life safety purposes but the fire is not completely extinguished.

A significant number of fires originate in bathrooms and garages. Why are these areas exempt from sprinkler protection in NFPA 13D?

The exemptions in the standard are not based solely on where fires are likely to originate. Two additional factors are considered. Exemptions are allowed for areas where fires originate that statistically do not lead to a large number of deaths or injuries. Exemptions are also allowed in areas that are impractical to protect cost effectively because such locations would require dry or antifreeze-type systems to protect the system from freezing. Visit our [sprinkler omissions page](#) for more information on where fire sprinklers are and aren't required in the home.

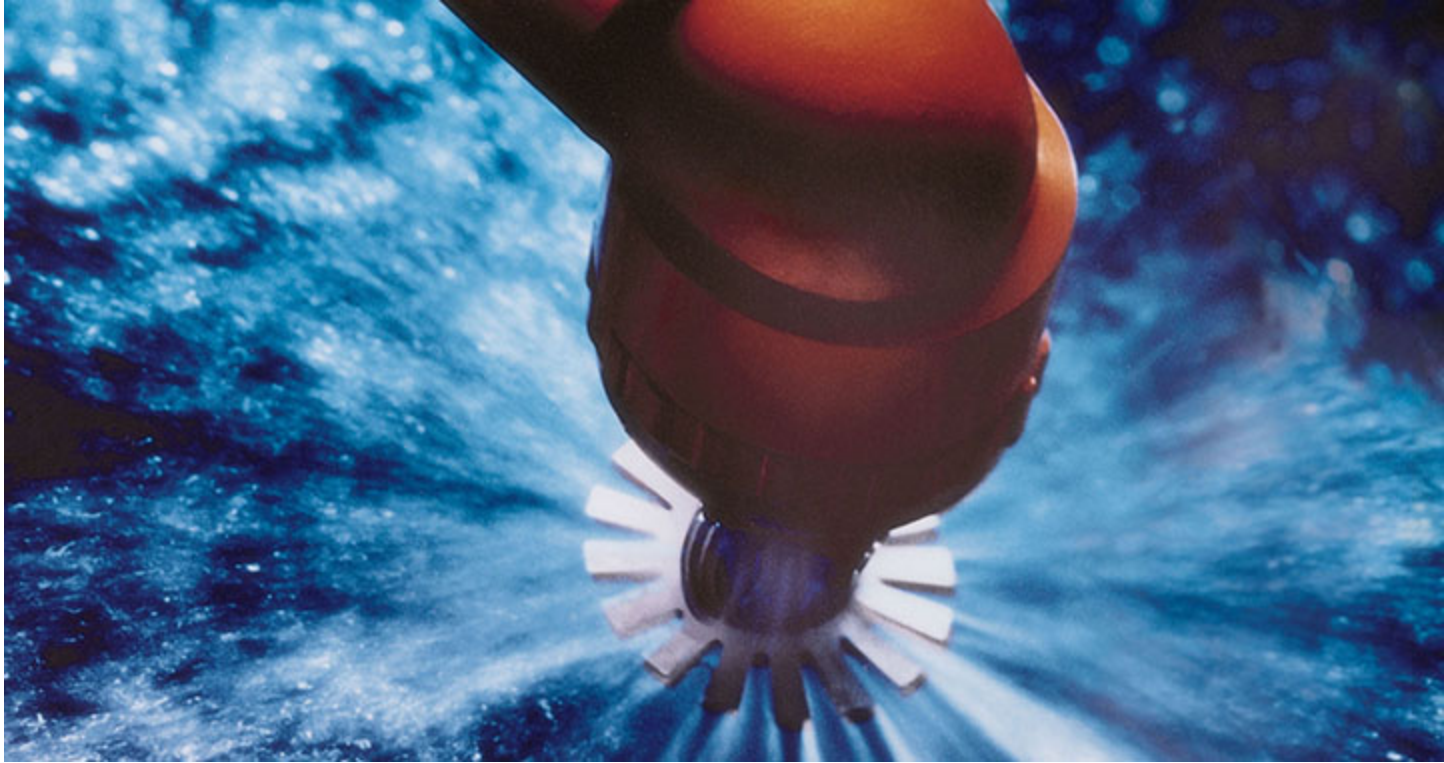
Can a plumber install an NFPA 13D sprinkler system?

Local licensing laws typically specify who is allowed to install home fire sprinklers. These laws can vary significantly from jurisdiction to jurisdiction. NFPA 13D does not establish professional qualification requirements. Because fire sprinkler system components can be highly specialized for fire protection purposes, even jurisdictions that permit plumbers to install residential fire sprinkler systems typically require some certification confirming fire sprinkler system knowledge.

1. [Public Education](#)
2. [Campaigns](#)
3. [Fire Sprinkler Initiative](#)
4. [NFPA 13D: Sprinkler installation information](#)
5. Common questions on home fire sprinkler installations



Common questions on home fire sprinkler installations



NFPA's Fire Sprinkler Initiative offers insights into questions on home fire sprinklers that authorities having jurisdiction often have to answer.

- [Fire service and safety organizations promote home fire sprinklers for life safety. Are they also intended for property protection?](#)
- [Will adoption of a fire sprinkler ordinance for one- and two-family homes eliminate the need for local firefighters?](#)
- [A significant number of fires originate in bathrooms and garages. Why are these areas exempt from sprinkler protection in NFPA 13D?](#)
- [Can a plumber install an NFPA 13D sprinkler system?](#)
- [Can the jurisdiction require separate service lines for the domestic and fire sprinkler systems?](#)
- [Should an authority having jurisdiction require backup power for an NFPA 13D system?](#)
- [Why do some authorities having jurisdiction require a backflow prevention device when such devices can be detrimental to the fire sprinkler system?](#)

- [What should an authority having jurisdiction look for to determine that an attic is “intended for living purposes”?](#)
- [Opponents of fire sprinkler ordinances say maintenance requirements of NFPA 25, *Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems*, are too burdensome. Should NFPA 13D systems adhere to NFPA 25 requirements?](#)

Fire service and safety organizations promote home fire sprinklers for life safety. Are they also intended for property protection?

The provisions in [NFPA 13D, *Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes*](#), do provide a degree of property protection especially where the fire occurs in a space protected by sprinklers. NFPA research indicates that fire sprinklers can reduce the risk of property damage by 70 percent. However, the standard’s focus is life safety and therefore does not require sprinkler protection in all areas of the home. The standard requires two operating sprinklers discharging for a period of 10 minutes to control the fire — a period considered sufficient for residents to safely escape a home fire.

Will adoption of a fire sprinkler ordinance for one- and two-family homes eliminate the need for local firefighters?

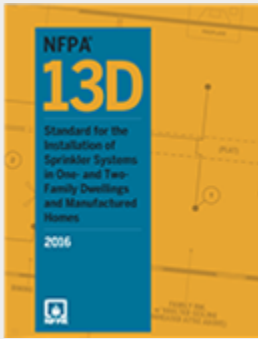
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The exemptions in the standard are not based solely on where fires are likely to originate. Two additional factors are considered. Exemptions are allowed for areas where fires originate that statistically do not lead to a large number of deaths or injuries. Exemptions are also allowed in areas that are impractical to protect cost effectively because such locations would require dry or antifreeze-type systems to protect the system from freezing. Visit our [sprinkler omissions page](#) for more information on where fire sprinklers are and aren’t required in the home.

Can a plumber install an NFPA 13D sprinkler system?

Local licensing laws typically specify who is allowed to install home fire sprinklers. These laws can vary significantly from jurisdiction to jurisdiction. NFPA 13D does not establish professional qualification requirements. Because fire sprinkler system components can be highly specialized for fire protection purposes, even jurisdictions that permit plumbers to install residential fire sprinkler systems typically require some certification confirming fire sprinkler system knowledge.



The standard for home fire sprinkler installation

Obtain a copy of NFPA 13D, Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured homes.

[Purchase NFPA 13D](#)

Can the jurisdiction require separate service lines for the domestic and fire sprinkler systems?

NFPA 13D includes provisions that allow for a stand-alone fire sprinkler system — a separate service line from that of the domestic water supply. This arrangement, however, is not preferred. The ideal arrangement is to provide a combined service main so that the building occupants will have a greater awareness of the status of the water supply. The control valves on a combined service would be arranged so that if the fire sprinkler system is shut off, then there would also be no domestic water available to flush toilets, bathe, and so forth. When the occupants are inconvenienced in this manner, the water supply problem is much more likely to be addressed as quickly as possible.

Should an authority having jurisdiction require backup power for an NFPA 13D system?

No. Although it may be a good idea for areas with frequent power outages, no provisions within NFPA 13D require backup electrical power. A requirement for a generator or second power source would add to the cost of the overall system.

Why do some authorities having jurisdiction require a backflow prevention device when such devices can be detrimental to the fire sprinkler system?

NFPA 13D does not require the installation of a backflow prevention device. The notion that NFPA 13D or any other NFPA fire protection system standard requires the installation of a backflow prevention device is a common myth in the fire protection industry. They are not desired or required for fire protection because the installation of a backflow prevention device on the system introduces a potential failure point and can drastically reduce available water supply pressures. However, municipal water authorities sometimes require backflow prevention devices due to potential health concerns.

What should an authority having jurisdiction look for to determine that an attic is “intended for living purposes”?

The following are examples of attics that would typically be considered intended for living purposes and would need sprinkler protection:

- Attics for which a set of walk-up stairs has been constructed
- Attics that have been enclosed and are heated or air conditioned, even if not finished
- Attics that have been provided electrical, lighting, and heating or air conditioning

Typically, attics with only access hatches would not be considered as intended for living purposes, even if used for storage.

Opponents of fire sprinkler ordinances point to NFPA 25, *Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems*, as being too burdensome for household installations. Are authorities having jurisdiction supposed to be enforcing the requirements of NFPA 25 on NFPA 13D systems?

No. Sprinkler systems installed per NFPA 13D are considered outside the scope of NFPA 25; the requirements in NFPA 25 do not apply to NFPA 13D systems. Homeowners can take simple steps to make sure home fire sprinklers are in proper working order. Follow [these guidelines from the Home Fire Sprinkler Coalition](#).

This information is for educational purposes only. Please reference [NFPA 13D, Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes](#), when installing home fire sprinklers.

Residential Sprinkler Systems

Common reason people are against having residential sprinklers

Cost

The cost to homebuilders, in dollars per sprinklered square foot is on average \$1.35, according to 2013 data with the cost continuing to drop. (About the same as carpet) "nfpa.org/sprinklercost"

Can save in building costs due to the ability to reduce other building code requirements, (Ex. Reduction in fire separation walls, firewalls able to terminate to the inside surface of the non-combustible ext. wall, permits opening in firewalls, can reduce partitions from dwelling/sleeping units to ½ hour, permit 1 means of egress.) NFSA in regards to the 2015 IBC

On average the homeowners saves 10% annually on insurance if their home is sprinklered under the category of Class A (all areas of the home sprinklered) and 5% annually if their home with sprinklered with a Class B system (sprinklered with the exception of rooms like the bathroom, closets, and attic space.) <http://nahbclassic.org/generic.aspx?genericContentID=82243&print=true>

If a fire does occur, the average damage cost without sprinklers is \$45,019 while the average damage cost WITH sprinklers is only \$2166.

www.nfpa.org/sprinklercost

Saves the city or suburb developer money by being able to have narrower streets, further spacing between hydrants, overall less infrastructures NFSA

Allows buildings to have a further setback distances NFSA

Some of the most common misconceptions about sprinklers:

"It will never happen to me."

All heads activate in the event of a fire. Unlike what is portrayed in movies, only one or two heads closest to the fire activate.

People fear that a sprinkler will activate, similar to smoke alarms, when they burn food in the kitchen. This will only happen if the food catches fire

and produces enough heat to engage the head in the immediate area of the fire.

Water damage from sprinkler system is more expensive than fire damage (sprinklers only use 8-24 gal./min of water as opposed to firehoses using 80-250 gal./min) <https://publicsafety.tufts.edu/firesafety/myths-and-facts-about-sprinkler-systems/>

Newer homes are safer (newer home are made with more synthetic and lightweight building materials causing them to burn faster and fail sooner) "nfpa.org"

Sprinklers are ugly. (modern sprinklers are inconspicuous and can be mounted flush with walls and ceiling) <https://www.nfpa.org/-/media/Files/Fire-Sprinkler-Initiative/Take-Action/Free-Downloads/Fact-Sheets/About-Home-Fire-Sprinklers.ashx?la=en>

FACTS

Residential sprinklers primarily are designed for life safety. Allowing occupants time to get out. However, they frequently extinguish the fire prior to emergency crews' arrival. <https://www.nfpa.org/News-and-Research/Publications/NFPA-Journal/2015/November-December-2015/In-Compliance/NFPA-13>

In 1970 the average fire took 17 minutes to become fully involved while today it only takes 3 minutes. "US Fire Administration"

In 2006 19% of all fires occurred in 1-2 family structures causing 66% of all fire deaths. "US Fire Administration"

In 2009 according to NFPA 2,565 people died in house fires. 13,050 injuries occurred and property lost was \$7,800,000,000. "Fire Loss in the United States During 2009. NFPA Aug. 2010"

Approximately 25 firefighters die annually in 1-2 family structure fires.

With alarms alone the chance of dying in a house fire is reduced by 63%. "US Fire Administration"

With sprinklers alone the change of dying in a house fire is reduced by 69%. "US Fire Administration"

With BOTH alarms and sprinklers the chance of dying is reduced by 82%. "US Fire Administration"

In a home with sprinklers, the average property loss per fire is cut by about 70%.
“NFPA.org”

SPRINKLERS SAVE LIVES

ORDINANCE NO. 4581

AN ORDINANCE OF THE CITY OF HASTINGS, NEBRASKA, TO REPEAL CHAPTER 13, ARTICLE I. OF THE OFFICIAL CITY CODE REGARDING FIRE PROTECTION AND TO ENACT A NEW CHAPTER 13, ARTICLE I. TO ADOPT CHAPTER 4 AND §603 AND §604 OF THE 2018 INTERNATIONAL URBAN-WILDLAND INTERFACE CODE AND THE ENTIRE INTERNATIONAL FIRE CODE, 2018 EDITION, INCLUDING APPENDICES B, C, D, AND I, AS PUBLISHED BY THE INTERNATIONAL CODE COUNCIL, INC., WITH AMENDMENTS; TO REPEAL ANY ORDINANCE IN CONFLICT HEREWITH; AND TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

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

SECTION 1. That Chapter 13, Article I. of the Official City Code be and the same hereby repealed.

SECTION 2. That there is hereby enacted a new Chapter 13, Article I. to read as follows:

CHAPTER 13

FIRE PROTECTION.

Article I. In General.

13-101. Adoption of International Fire Code.

Chapter 4 and §603 and §604 of the 2018 International Urban-Wildland Interface Code and the entire International Fire Code, 2018 Edition, including appendices B, C, D, and I, as published by the International Code Council, Inc., are hereby adopted as the Fire Code for the City of Hastings, Nebraska. Each and all of the regulations, provisions, fees, penalties, conditions, and terms of the Fire Code are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions, and changes, if any, prescribed in this ordinance. The Fire Code, printed in book or pamphlet form, is hereby incorporated by reference in addition to all amended editions as though printed in full herein insofar as such code does not conflict with the Statutes of the State of Nebraska or other specific model codes previously adopted by the City of Hastings. One copy of the Fire Code is on file at the office of the City Clerk and is available for public inspection during normal business hours. The provisions of the Fire Code shall be controlling throughout the City of Hastings.

A. The following sections of Chapter 4 of the 2018 International Urban-Wildland Interface Code are hereby amended as follows:

1. §402.2.2(1) Is not adopted.

2. §404.1 General. An approved water source shall have an adequate water supply for the use of the fire protection service to protect buildings and structures from exterior fire sources or to suppress structure fires within the urban-wildland interface area of the jurisdiction in accordance with this section.

B. The following sections of the International Fire Code, 2018 Edition, are hereby revised, amended or added:

1. §101.1 Insert: City of Hastings, Nebraska.

2. Section 103 title shall read as follows:

Section 103 Division of Fire Prevention.

3. [A] 103.1 shall read as follows:

[A]103.1 General. The Division of Fire Prevention is established within the jurisdiction under the direction of the fire code official. The function of the division shall be the implementation, administration, and enforcement of the provisions of this code.

4. §[A] 110.4 shall read as follows:

[A] 110.4 Violation Penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor punishable by a fine of not more than one hundred dollars (\$100.00). Each day that a violation continues after due notice has been served shall be deemed a separate offense. In all cases of violation of each of the chapters, articles or sections of this Code or of any other ordinance of this city where a fine is imposed upon any persons found guilty of the violation thereof, such person so found guilty shall pay the costs of prosecution and, in default of payment thereof, shall be adjudged to stand committed to the county jail until such fine and costs are paid. Each judgment finding a person guilty under any chapter, article or section of this code or of any ordinance of this city shall specify in terms that the person found guilty stand committed until such fine and costs are paid, secured or satisfied, or unless the prisoner is sooner discharged by the due process of law.

5. §[A] 112.4 Shall read as follows:

Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation of unsafe condition, shall be liable to a fine of not less than \$100.00 and shall be a continuing violation.

6. §307.1 shall read as follows:

§307.1 General. A person shall not kindle or maintain or authorize to be kindled or maintained any open burning unless conducted and approved in accordance with Sections 307.1.1 through 307.5, and in accordance with Neb. Rev. Stat. §§81-520.01 to 81-520.05.

7. Add Section 307.1.2 to read as follows:

§307.1.2 Authorized times. Open burning may be granted only between the hours of 8:00 a.m. and 7:00 p.m. on Tuesdays and Thursdays, and 12:00 noon and 7:00 p.m. on Saturdays, unless alternate dates and/or times are specifically authorized by the Fire Chief or his designee, and included within the permit.

8. Add Section 307.2.2 to read as follows:

§307.2.2 Permit timeframes and fees. The permit may be granted for a single burning event or a series of burning events over a period of time not exceeding thirty (30) days. The fee for such permit shall be in the amount established by the City Council's Fee Resolution.

9. §307.3 shall read as follows:

§307.3 Extinguishment authority. Where open burning, recreational fires, portable or permanent outdoor fireplaces, or cooking fires create or add to a hazardous situation, or a required permit for open burning has not been obtained, the fire code official is authorized to order extinguishment of the burning operation. Any person who refuses to comply with the order or requirement of the Fire Chief or any member of the fire department to extinguish a fire shall be guilty of an ordinance violation.

10. §307.4 shall read as follows:

§307.4 Location. The location for open burning shall not be less than 50 feet from any structure, shall not be less than 15 feet from any property line, and provisions shall be made to prevent the fire from spreading to within 50 feet of any structure.

11. §307.5 shall read as follows:

§307.5 Attendance. Open burning, bonfires, recreational fires, and use of portable outdoor fireplaces shall be constantly attended by a competent person of legal age until the fire is extinguished. No fewer than one portable fire extinguisher complying with section 906 with a minimum 4-A rating or other approved on-site fire-extinguishing equipment, such as dirt, sand, water barrel, garden hose or water truck, shall be available for immediate utilization.

12. §903.2.8 shall read as follows:

§903.2.8. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area.

Exception 1: Group R-3 occupancies shall not be required to be provided with an automatic sprinkler system. Where installed, the design and installation of fire sprinkler systems in one- and two-family dwellings and townhouses shall comply with section 903.3.

Exception 2: Care facilities located in a single family dwelling shall not be required to be provided with an automatic fire sprinkler system, where the number of persons receiving care is fewer than 13.

SECTION 3. That any ordinance passed and approved prior to the passage of this ordinance, and in conflict with its provisions, is hereby repealed.

SECTION 4. This ordinance shall take effect and be in full force from and after its passage, approval and publication in pamphlet form, said effective date being the ____ day of _____, 2019, 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 _____, 2019.

ATTEST: _____
Mayor

City Clerk

(S E A L)

APPROVED TO FORM:

City Attorney

Department: Development Services
Staff Contact: Mark Evans
Council Meeting Date: 03/11/2019

AGENDA ITEM SUMMARY SHEET

Description of Item:

Consider a recommendation to adopt the 2018 International Building Code, 2018 International Residential Code, 2018 International Mechanical Code, 2018 International Plumbing Code, 2018 International Existing Building Code, 2018 International Property Maintenance Code, 2018 NFPA 54 Fuel Gas Code and the 2017 NFPA 58 LP Gas Code.

Names of People/Business affected by this action:

The people of Hastings, residential home builders, contractors, real estate professionals, and the City.

Why Council action is required:

A Planning Commission recommendation for building, fire, subdivision, and zoning code updates is required prior to City Council adoption. The Building Code Board of Appeals will review this request and provide a recommendation to Planning Commission.

Type of action requested:

Ordinance

Suggested motion:

Motion to recommend adoption of the specified 2018 International Code Council codes.

Deadlines associated with action:

This item is scheduled to be presented for consideration at the March 11 regular City Council meeting.

Department head comments:

The International Codes are a family of model codes for regulating buildings and structures as well as the mechanical, plumbing and fuel gas installations in those buildings. They are updated every 3 years to reflect changes in building materials and technology as well as to address new issues and uses of buildings. Some code changes are intended to clarify specific sections of the code or make it flow in a more logical order.

The City of Hastings last updated its model building codes in June of 2015, adopting several of the

2012 International Codes. Since that time, two editions have been published, the 2015 I-Codes and the 2018 I-Codes. The State Legislature is considering several bills that would adopt the 2018 International Building Code (IBC), 2018 International Residential Code (IRC) and the 2018 International Existing Building Code (IEBC) as the State Building Code. Currently the 2012 editions of these codes constitute the State Building Code.

One of the more significant changes being considered in this adoption is the implementation of the requirement for fire sprinklers in one- and two- family dwellings. The provisions for this requirement have been in the International Residential Code since the 2012 Edition, but were amended out at the State level and the local level. The State has left it optional for jurisdictions to adopt the requirement if they choose to do so.

Some other significant changes from the 2012 IBC to the 2018 IBC are:
Chapter 34, Existing Buildings, has been deleted in the 2018 IBC and now simply references the 2018 International Existing Building Code (IEBC).
Self Storage facilities have their own classification now.

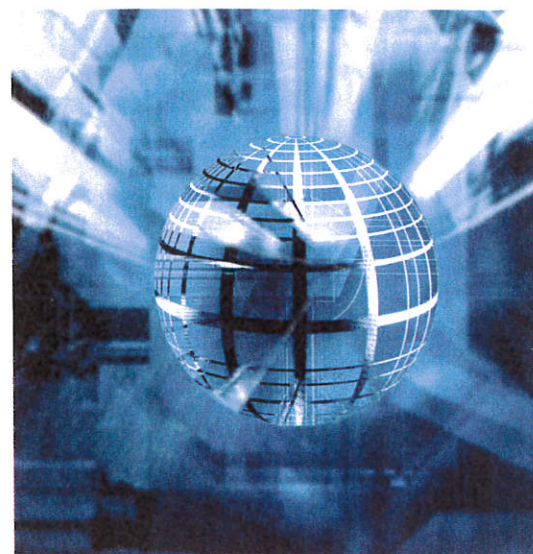
Party walls between buildings, in certain instances, can now be built without a fire rating and are allowed openings. A common application for this would be our downtown buildings, where the area is relatively small and adjacent owners wish to have cross access.

In the 2018 IRC, fire sprinklers give a number of trade-offs, including: the elimination of egress windows in basements in certain circumstances; the elimination of fire protection of engineered I-joists; and, the elimination of fire-rated walls for houses at zero setback (provided the entire subdivision is sprinkled and adjacent structures on adjacent lots are at least 6 feet away).

City Administrator comments:

I recommend the removal of the requirement for residential sprinklers.

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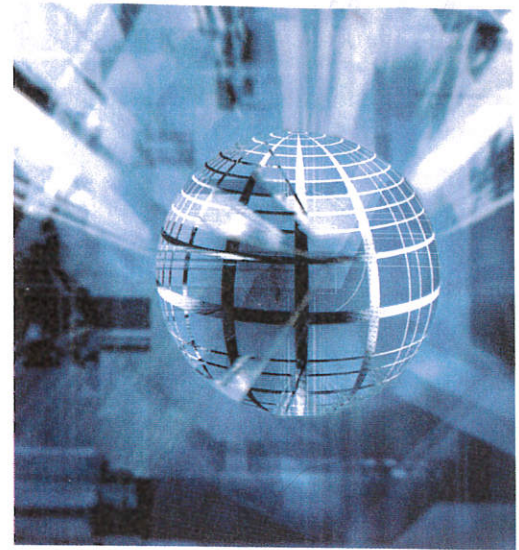
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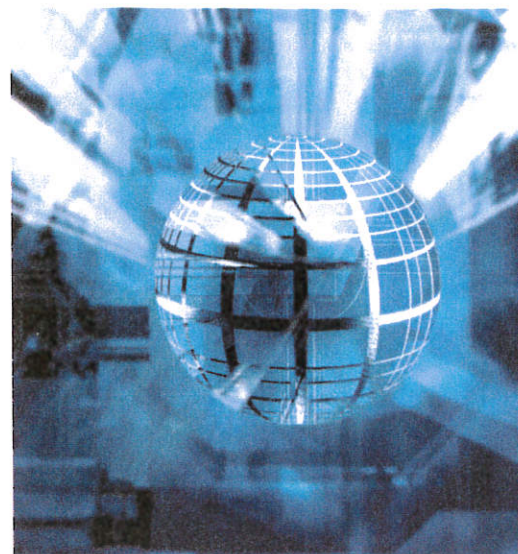
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ORDINANCE NO. 4583

AN ORDINANCE OF THE CITY OF HASTINGS, NEBRASKA, TO AMEND HASTINGS CITY CODE SECTION 28-101 ADOPTING THE 2018 INTERNATIONAL BUILDING CODE, SECTION 28-102 ADOPTING THE 2018 INTERNATIONAL RESIDENTIAL CODE, SECTION 28-103 ADOPTING THE 2018 INTERNATIONAL MECHANICAL CODE AND SECTION 28-105 ADOPTING THE 2018 INTERNATIONAL EXISTING BUILDING CODE; TO AMEND HASTINGS CITY CODE SECTION 30-101 ADOPTING THE 2018 INTERNATIONAL PLUMBING CODE, SECTION 30-902 ADOPTING THE 2018 NATIONAL FUEL GAS CODE (NFPA 54-2018) AND SECTION 30-907 ADOPTING THE 2017 LP GAS CODE (NFPA 58-2017); TO AMEND HASTINGS CITY CODE SECTION 40-101 ADOPTING THE 2018 INTERNATIONAL PROPERTY MAINTENANCE CODE; TO REPEAL ALL OTHER ORDINANCES AND PROVISIONS IN CONFLICT HERewith; TO ESTABLISH AN EFFECTIVE DATE; AND TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

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

SECTION 1. That Hastings City Code Section 28-101 is hereby amended to read as follows:

Article I. In General.

28-101. International Building Code adopted.

The International Building Code, 2018 Edition, including Appendix Chapters C, F, G, I and J, as published by the International Code Council, Inc., is hereby adopted as the Building Code of this municipality for establishing the minimum regulations governing the conditions and maintenance of all property, buildings, and structures, providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use and for the demolition of such buildings and structures. Each and all of the regulations, provisions, penalties, conditions, and terms of the 2018 International Building Code are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions, and changes, if any, prescribed herein. The 2018 International Building Code, printed in book or pamphlet form, is hereby incorporated by reference in addition to all amended editions as though printed in full herein, insofar as such code does not conflict with the Statutes of the State of Nebraska or other specific model codes adopted by the City of Hastings. One copy of the 2018 International Building Code is on file at the office of the Municipal Clerk and is available for public inspection at any reasonable

time. The provisions of the 2018 International Building Code shall be controlling throughout the municipality and throughout its extraterritorial zoning jurisdiction.

The following sections of the 2018 International Building Code are hereby revised:

Section 101.1. Insert: City of Hastings, Nebraska

Section 101.2. Amend first paragraph to read: “**Scope.** The provisions of this code shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition, of every building or structure or any appurtenances connected or attached to such buildings or structures inside the corporate limits of the City of Hastings, Nebraska and within two (2) miles thereof, whenever said City is exercising its extraterritorial zoning jurisdiction within said two (2) mile area, except where otherwise specifically provided.”

Section 101.2.1 Amend to read, “Provisions in the appendices shall not apply unless specifically adopted. Appendix chapters C, F, G, I and J are hereby specifically adopted.”

Section 101.4.1. Delete.

Section 101.4.6 Amend to read, “**Energy.** The provisions of the 2009 International Energy Conservation Code shall apply to all matters governing the design and construction of buildings for energy efficiency.”

Section 103 Delete entirely.

Section 105.2. Delete Building Items 1 and 2. Delete all Electrical, Gas, Mechanical and Plumbing items.

Section 113.1. Amend to read: “**General.** In order to hear and decide appeals of orders or determinations made by the building official relative to the application and interpretation of this code, all appeals and requests for interpretation shall be directed to the Board of Appeals in accordance with Chapter 28, Article VI, of the Hastings City Code.”

Section 310.4.1 Amend to read: “Care facilities within a dwelling. Care facilities for twelve or fewer persons receiving care that are within a single-family dwelling are permitted to comply with the International Residential Code.”

Section 419.5 Amend to read: “Fire protection. The live work unit shall be provided with a monitored fire alarm system where required by Section 907.2.9 and an automatic sprinkler system in accordance with Section 903.2.8 when the fire area of the live/work area is less than 1500 sq ft.

Section 903.2.8. Amend to read: “An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area.

Exception 1: Group R-3 occupancies shall not be required to be provided with an automatic

sprinkler system.

Exception 2: Care facilities located in a single family dwelling shall not be required to be provided with an automatic fire sprinkler system, where the number of persons receiving care is fewer than 13. “

Section 1301.1.1. Amend to read: “**Criteria.** Buildings shall be designed and constructed in accordance with the 2009 International Energy Conservation Code.”

Section 1612.3. Insert: City of Hastings, Nebraska

Section 1612.3. Insert: July 25, 2018

Section J104.1. Amend to read: “**Submittal requirements.** In addition to the provisions of Section 105.3, the applicant shall state the estimated quantities of excavation and fill. A fee shall be paid pursuant to Section 109.”

SECTION 2. That Hastings City Code Section 28-102 is hereby amended to read as follows:

28-102. International Residential Code adopted.

The International Residential Code, 2018 Edition, including Appendix Chapters E, F, G, H, J, and K, as published by the International Code Council, Inc., is hereby adopted as the Residential Building Code of this municipality for regulating and controlling the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use, or maintenance of one-and two-family dwellings and townhouses not more than three stories in height in the municipality and providing for the issuance of permits and collection of fees therefore. Each and all of the regulations, provisions, penalties, conditions, and terms of the 2018 International Residential Code are hereby referred to, adopted, and made a part hereof as if fully set out in this ordinance, with the additions, insertions, deletions, and changes, if any, prescribed herein. The 2018 International Residential Code, printed in book or pamphlet form, is hereby incorporated by reference in addition to all amended editions as though printed in full herein insofar as such code does not conflict with the Statutes of the State of Nebraska or other specific model codes adopted by the City of Hastings. One copy of the 2018 International Residential Code is on file at the office of the Municipal Clerk and is available for public inspection at any reasonable time. The provisions of the 2018 International Residential Code shall be controlling throughout the municipality and throughout its extraterritorial zoning jurisdiction.

The following sections of the 2018 International Residential Code are hereby revised:

Section R101.1. Insert City of Hastings, Nebraska.

Section R101.2. Amend to read: "Scope. The provisions of this code shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition, of detached one- and two-family dwellings and

townhouses not more than three stories above-grade in height with a separate means of egress and their accessory structures inside the corporate limits of the City of Hastings, Nebraska and within two (2) miles thereof, whenever said City is exercising its extraterritorial zoning jurisdiction within said two (2) mile area, except where otherwise specifically provided.

Exception: The following shall be permitted to be constructed in accordance with this code:

1. Live/work units located in townhouses and complying with the requirements of Section 419 of the International Building Code.
2. Owner-occupied lodging houses with five or fewer guest rooms.
3. A care facility with five or fewer persons receiving custodial care within a dwelling unit.
4. A care facility with five or fewer persons receiving medical care within a dwelling unit.
5. A care facility for twelve or fewer persons receiving care that are within a single-family dwelling.”

Section R102.5 Amend to read, “Provisions in the appendices shall not apply unless specifically adopted. Appendix chapters E, F, G, H, J and K are hereby specifically adopted.”

Section R103. Delete entirely.

Section R105.2. Delete 1 & 2. Delete all Electrical, Mechanical, Plumbing and Gas items.

Section R112.1. Amend to read: "General. In order to hear and decide appeals of orders or determinations made by the building official relative to the application and interpretation of this code, all appeals and requests for interpretation shall be directed to the Board of Appeals in accordance with Chapter 28, Article VI, of the Hastings City Code."

Table R301.2(1) is hereby amended to read as follows, with no changes to the footnotes:

**TABLE R301.2(1)
CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA**

GROUND SNOW LOAD	WIND DESIGN				SEISMIC DESIGN CATEGORY	SUBJECT TO DAMAGE FROM			WINTER DESIGN TEMP	ICE BARRIER UNDERLAYMENT REQUIRED	FLOOD HAZARDS	AIR FREEZING INDEX	MEAN ANNUAL TEMP
	Speed	Topographic effects	Special wind Region	Windborne Debris zone		Weathering	Frost Line Depth	Termite					
25 psf	115 mph	No	No	No	A	Severe	44 inches	Yes	-3 F	Yes	FBFM FIRM 7/25/2018	1362 Deg F Days	51.2 F

MANUAL J DESIGN CRITERIA

Elevation	Latitude	Winter Heating	Summer Cooling	Altitude Correction Factor	Indoor Design Temperature	Design Temperature Cooling	Heating Temperature Difference
1954 ft	41 deg N	-3	94	35	68	75	71

Cooling Temperature Difference	Wind Velocity Heating	Wind Velocity Cooling	Coincident Wet Bulb	Daily Range	Winter Humidity	Summer Humidity	
19	25.2	25.2	73	H	69	65	

Section R322 Delete entirely

Part IV-Energy Efficiency. Delete entirely. Insert Chapter 11 of the 2009 International Residential Code.

Part V–Mechanical. Delete entirely.

Part VI–Fuel Gas. Delete entirely.

Part VII-Plumbing. Delete entirely.

Part VIII–Electrical. Delete entirely.

Section R302.1 Amend to read: “Construction, projections, opening and penetrations of exterior walls of dwellings and accessory structures greater than 864 square feet shall comply with Table R302.1(1); or dwellings equipped throughout with an automatic sprinkler system installed in accordance with Section P2904 shall comply with Table R302.1(2). Construction, projections, opening and penetrations of exterior walls of accessory structures 864 square feet or less in area shall comply with Table R302.1(3).”

The remainder of the section is unchanged, except insert Table R302.1(3):

TABLE R302.1(3) EXTERIOR WALLS-ACCESSORY STRUCTURES

EXTERIOR WALL ELEMENT		MINIMUM FIRE RESISTANCE RATING	MINIMUM FIRE SEPARATION DISTANCE
WALLS	Fire-resistance rated	1 hour-tested in accordance with ASTM E119, UL 263 or Section 703.3 of the IBC with exposure from both sides	< 3 feet
	Not Fire-resistance rated	0 hours	3 feet
PROJECTIONS	Not allowed	NA	<1 foot
	Fire-resistance rated	1 hour underside or fire treated wood underside	1 foot to < 2 feet
	Not Fire-resistance rated	0 hours	2 feet
OPENINGS IN WALLS	Not allowed	NA	<1 foot
	25% of wall area	0 hours	1 foot to < 3 feet
	Unlimited	0 hours	3 feet
PENETRATIONS	All	Comply with Section R302.4	< 3 feet
		None Required	3 feet

Section R313 shall not be mandatory. Where installed, the design and installation of fire sprinkler systems in one- and two-family dwellings and townhouses shall comply with section R313.

The following sections of the Appendix F of the 2018 International Residential Code are hereby

revised:

Section AF102.1. Add definition: Licensed Mitigation Business: A business licensed by the State of Nebraska Department of Health & Human Services to mitigate homes and other properties in Nebraska in order to lower high radon levels.

Section AF103.1. Amend to read, “AF103.1 General. The following construction techniques are intended to resist radon entry and prepare the building for post-construction radon mitigation, if necessary (see Figure AF103). These techniques are required in this municipality. It is recommended that a licensed radon mitigation business be involved in the design and construction of the residence’s radon mitigation system.”

Section AF103.5. Add, “Exception 2: Along with the requirements below, a fan may be added to the submembrane depressurization system, making it active.”

Section AF103.7 Amend to read, “AF103.7 Vent pipe drainage. All components of the vent pipe system shall be installed to provide positive drainage to the ground beneath the slab or soil-gas-retarder. Vent pipes shall be installed as nearly vertical as possible. Horizontal runs in excess of 6 feet are not permitted unless technically infeasible. Where possible, lateral runs shall be at a 45 degree angle from the vertical.”

Section AF103.6. Add, “Exception: Along with the requirements below, a fan may be added to the subslab depressurization system, making it active.”

Add Section, “AF103.13 Pre-occupancy test. Before the residence is occupied, a short-term radon test shall be completed. If radon levels are greater than 4.0 pCi/L, the system shall have an approved fan installed to make the system an active sub-slab or sub-membrane depressurization system. Where an active system is installed during the construction of the dwelling, the pre-occupancy test shall be performed prior to occupancy.”

SECTION 3. That Hastings City Code Section 28-103 is hereby amended to read as follows:

28-103. International Mechanical Code adopted.

The International Mechanical Code, 2018 Edition, as published by the International Code Council, Inc., is hereby adopted as the Mechanical Code of this municipality for regulating and governing the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of mechanical systems as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Mechanical Code on file in the office of the Municipal Clerk are hereby referred to, adopted and made a part hereof, as if fully set out in this ordinance, insofar as such code does not conflict with the Statutes of the State of Nebraska or other specific model codes adopted by

the City of Hastings with the additions, insertions, deletions and changes, if any, prescribed herein. The provisions of the Mechanical Code shall be controlling throughout the municipality and throughout its extraterritorial zoning jurisdiction.

The following sections are hereby revised:

Section 101.1. Insert City of Hastings, Nebraska.

Section 103. Delete entirely.

Section 106.5.2. Amend to read, "The fees for mechanical work shall be as set forth in the most recently adopted City of Hastings Fee Resolution."

Section 106.5.3. Insert: "100, 100"

Section 108.4. Insert: "Misdemeanor; \$100.00; zero"

Section 108.5. Insert: "\$100.00, \$100.00"

Section 109.1. Amend to read, "General. In order to hear and decide appeals of orders or determinations made by the code official relative to the application and interpretation of this code, all appeals and requests for interpretation shall be directed to the Board of Appeals in accordance with Chapter 28, Article VI, of the Hastings City Code."

Section 109.2 through 109.2.7 Delete entirely.

SECTION 4. That Hastings City Code Section 28-105 is hereby amended to read as follows:

28-105. International Existing Building Code adopted.

The International Existing Building Code, 2018 Edition, as published by the International Code Council, Inc., is hereby adopted as the Existing Building Code for this municipality for regulating and governing the repair, alteration, change of occupancy, addition and relocation of existing buildings, including historic buildings, as herein provided; providing for the issuance of permits and collection of fees, therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Existing Building Code on file in the office of the Municipal Clerk are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed herein. The provisions of the Existing Building Code shall be controlling throughout the municipality and throughout its extraterritorial zoning jurisdiction.

The following sections are hereby revised:

Section 101.1. Insert: City of Hastings, Nebraska.

Section 101.2. Amend to read: "**Scope.** The provisions of the International Existing Building Code shall apply to the repair, alteration, change of occupancy, addition and relocation of existing buildings, inside the corporate limits of the City of Hastings, Nebraska, and within two (2) miles thereof, whenever said City is exercising its extraterritorial zoning jurisdiction within said two (2) mile area,

except where otherwise specifically provided.

Section 103. Delete entirely.

Section 112.1 Amend to read: “**General.** In order to hear and decide appeals of orders or determinations made by the building official relative to the application and interpretation of this code, all appeals and requests for interpretation shall be directed to the Board of Appeals in accordance with Chapter 28, Article VI, of the Hastings City Code.”

SECTION 5. That Hastings City Code Section 30-101 is hereby amended to read as follows:

30-101 International Plumbing Code Adopted; effect of conflicting provisions.

The regulations contained in the International Plumbing Code, 2018 Edition, a copy of which is on file in the office of the City Clerk, is hereby incorporated in and made a part of this chapter the same as though it were spread at large herein. In the event conflict arises between the International Plumbing Code and other provisions of the City Code, the City Code shall govern.

The following sections are hereby revised:

Section 101.1 Insert “City of Hastings”

Section 106.6.2 Amend to read, “The fees for plumbing work shall be as set forth in the most recently adopted City of Hastings Fee Resolution.”

Section 106.6.3 Insert “100, 100”

Section 108.4. Insert “Misdemeanor, \$100.00, 0”

Section 108.5 Insert “\$100.00, \$100.00”

Section 109.1. Amend to read: “General. In order to hear and decide appeals of orders or determinations made by the code official relative to the application and interpretation of this code, all appeals and requests for interpretation shall be directed to the Board of Appeals in accordance with Chapter 28, Article VI, of the Hastings City Code.”

Sections 109.2 through 109.7. Delete entirely.

SECTION 6. That certain sections of Hastings City Code Chapter 30 are amended to read as follows:

30-902 The publication entitled "National Fuel Gas Code", 2018 edition, published by the National Fire Protection Association, identified as NFPA No. 54, a copy of which is on file in the office of the city clerk, is hereby adopted and incorporated into this chapter as though set out herein in full. In the event of any conflict between such publication and the provisions of this Code, the provisions of this Code shall govern.

30-907. Liquid petroleum gas. Subject to the penalty prescribed by this Code, no installation for the handling and use of liquid petroleum gas will be permitted within the city unless (1) installed by a

plumber or gas fitter duly registered under this chapter, and unless (2) such installation is found to conform in all respects to the standards of the National Fire Protection Association Pamphlet 58, LP Gas Code, 2017 Edition.

Liquid petroleum cylinders and tanks used in the City of Hastings shall comply with the following:

(1) No more than two cylinders not exceeding 20 pounds each shall be allowed per residence, except that campers, RV's or camper trailers that are permitted to be stored on the premise shall be permitted to have up to two 40 pound cylinders, provided they are mounted on and attached to the camper, RV, etc. by approved means.

(2) Cylinders and tanks shall be filled, handled and stored in accordance with NFPA 58 LP Gas Code, 2017 Edition.

(3) Campers, camper trailers and mobile homes located in RV parks and mobile home parks shall be permitted to have not more than two 40 pound cylinders, provided they are mounted on and attached to the camper, RV, etc. by approved means.

SECTION 7. That Hastings City Code 40-101 is hereby amended to read as follows:

40-101 International Property Maintenance Code Adopted.

The International Property Maintenance Code, 2018 Edition including Appendix Chapter A, as published by the International Code Council, Inc., is hereby adopted as the minimum Property Maintenance Code of this municipality regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use, and the demolition of such existing structures in the City of Hastings; providing for the issuance of permits and collection of fees therefore. Each and all of the regulations, provisions, penalties, conditions and terms of said International Property Maintenance Code are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, insofar as such code does not conflict with the Statutes of the State of Nebraska or other specific model codes adopted by the City of Hastings with the additions, insertions, deletions and changes, if any, as prescribed herein. One copy of the International Property Maintenance Code is on file at the office of the Municipal Clerk and is available for public inspection at any reasonable time. The provisions of the International Property Maintenance Code shall be controlling throughout the municipality and throughout its extraterritorial zoning jurisdiction.

The following sections of the International Property Maintenance Code are hereby revised:

Section 101.1. Insert, "City of Hastings".

Section 102.3. Amend to read, "Application of other codes. Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the currently adopted edition of the International Building Code, International Residential Code, International Mechanical Code, City of Hastings Electrical Code, City of Hastings Plumbing Code, City of Hastings Gas Code, and the City of Hastings Zoning Ordinance. Nothing in this code shall be construed to cancel, modify or set aside any provision of the City of Hastings Zoning Ordinance or Hastings City Code."

Section 103.1. Amend to read, "General. The Development Services Department shall oversee the administration of this code. The Building Inspector shall be the executive official in charge thereof and shall hereinafter be referred to as the code official."

Section 103.2 thru 103.3. Delete entirely.

Section 103.5. Amend to read, "Fees. The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be in accordance with the annual fee resolution adopted by the Hastings City Council."

Section 111.2. Amend to read, "Board of Appeals. In order to hear and decide appeals of orders or determinations made by the building official relative to the application and interpretation of this code, all appeals and requests for interpretation shall be directed to the Board of Appeals in accordance with Chapter 28, Article VI, of the Hastings City Code."

Section 111.2.1. thru 111.2.5. Delete entirely.

Section 111.3. thru 111.8. Delete entirely.

Section 112.4. Insert "\$100.00, \$100.00"

Section 302.4. Insert "6 inches"

Section 304.14. Amend to read, "Insect screens. "Every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas, or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored, shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch (16 mesh per 25mm) and every swing door shall have a self-closing device in good working condition.

Exception: Screen doors shall not be required where other approved means, such as air curtains or insect repellent fans, are employed."

Section 602.3. Amend to read, "Heat supply. Every owner and operator of any building who rents, leases or lets one or more dwelling units, rooming units, dormitory or guestrooms on terms, either express or implied, to furnish heat to the occupants thereof shall supply heat to maintain a

temperature of not less than

68 degrees F (20 degrees C) in all habitable rooms, bathrooms and toilet rooms.

Exception: When the outdoor temperature is below the winter design temperature of -3F (-19C), maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity."

Section 602.4. Amend to read, "Occupiable work spaces. "Indoor occupiable work spaces shall be supplied with heat to maintain a temperature of 68 degrees F (20 degrees C) during the period the spaces are occupied.

Exceptions:

(1) Processing, storage and operation areas that require cooling or special temperature conditions.

(2) Areas in which persons are primarily engaged in vigorous physical activities."

SECTION 8. That all other ordinances or provisions in conflict with this ordinance are hereby repealed.

SECTION 9. Nothing in this ordinance or in the 2018 International Building Code, 2018 International Residential Code, 2018 International Mechanical Code, 2018 International Existing Building Code, 2009 International Energy Conservation Code hereby adopted 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 8 in this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired, or affected by this ordinance.

SECTION 10. 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 11. Copies of the foregoing adopted Codes shall be kept in the office of the City Clerk and available for public inspection during normal business hours.

SECTION 12. 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 ____ day of _____, 2019, and this ordinance shall be included in the Hastings City Code Book

PASSED and APPROVED this ____ day of _____, 2019.

Mayor

ATTEST:

City Clerk

(S E A L)

Approved as to form:

City Attorney

Department: Development Services
Staff Contact: Donald Threewitt
Council Meeting Date: 03/11/2019

AGENDA ITEM SUMMARY SHEET

Description of Item:

Consider an Ordinance amending Hastings City Code Section 34-309 "Signs."

Names of People/Business affected by this action:

The people of Hastings, businesses, and the City.

Why Council action is required:

Changes to City Code Chapter 34 "Zoning" require a recommendation by Planning Commission and City Council adoption by Ordinance.

Type of action requested:

Ordinance

Suggested motion:

Motion to adopt Ordinance No. 4584 amending Hastings City Code Section 34-309, Signs.

Deadlines associated with action:

Department head comments:

As we worked through the recent code updates with the solar code and now this sign code, 4 words emerged as the primary goals and guiding principles the Development Services office: Clear. Streamlined. Fair. Flexible.

Staff has held weekly discussions with the selected consulting firm, Orion Planning and Design since August, 2018. We began with a troubleshooting review of existing code, then a review of comparable codes and state statutes. After lengthy discussions about Hastings' specific needs and goals, an initial draft was developed in late August. Planning Commission was active in developing and providing input and guidance through the draft updates. A PC worksession on December 10 produced the final substantive changes to the code. On January 24, staff distributed the draft to sign companies in Hastings and Grand Island for critique and comment.

Attachment 1 is a memo from Orion Consulting summarizing the overall changes from the existing sign code.

Attachment 2 is the code proposed for adoption.

Staff feels confident in supporting a recommendation to approve the draft of Hastings City Code Section 34.309, Signs. The Hastings City Planning Commission voted 5-0 to recommend in favor of adoption at its regular meeting on February 18.

City Administrator comments:

This change makes our sign code much easier to understand.

Recommend approval



February 4, 2019

To: Don Threewitt, AICP
City of Hastings Planning Department
Hastings Planning Commission
Hastings City Council

From: Allison Mouch, AICP, Partner
Orion Planning + Design

Re: Major Changes to 34-309 of the City of Hastings Zoning Code

In August of 2018 Orion Planning + Design was selected to assist the City of Hastings with an update to the City's sign code. The update has primarily focused on aligning the sign regulations with legal precedent set by the 2015 Supreme Court decision in *Reed v. Gilbert* limiting regulation of signs on the basis of their content. The update also attempts to simplify existing code language, incorporating tables, graphics and illustrations that better explain concepts and are representative of current best practices in coding. The end result is an updated sign code that is streamlined, graphically rich and easy to navigate for staff, stakeholders, elected and appointed officials and members of the public.

The major changes to 34-309 are summarized below:

- ***Rewrite and reorganization of the definitions section.*** Current definitions in 34-309 were either located at the end of the section on signage or scattered throughout the various sections of 34.309, which was both confusing and unwieldy. As part of the update all definitions were pulled into one section, and that section was moved to the front of the sign code to ensure ease of use and function. Pictures and graphics were then added to sign type definitions to better illustrate sign concepts, and sign type definitions were organized in a table format for easy reference.
- ***General reorganization of 34-309.*** The entire sign code section was reorganized for readability and clarity, adding a purpose statement that articulates what these regulations are intended to do and where they apply. The remaining sections were

organized into four parts (in addition to the definitions described above) - regulations applicable to all signs; design standards by sign type and district; procedural requirements and special provisions for specific sign types.

- ***Reduce redundancy and improve clarity.*** The updated sign code moves away from over-explaining sign dimensions, allowances and design requirements in words to expressing them in straightforward, condensed tables and graphics. Much of Section 34.309.04 was repetitive and did not add value or make the code easy to navigate. The update replaces that narrative with a series of tables clearly illustrating what sign types are permitted in which zoning district, the number of signs permitted per lot by district, and specific dimensional and design characteristics applicable by sign type – explaining in two pages what it took twelve to convey in the original sign code. Additionally, graphics and diagrams explaining measurements, dimensional concepts and design elements have been incorporated wherever appropriate to aid in the interpretation of this code.
- ***Creative Sign Program.*** A Creative Sign Program has been introduced to allow for unique design characteristics and flexibility for historic, iconic and artistic signs, providing a straightforward process and criteria by which these signs will be evaluated within the framework of the updated sign code and using the Conditional Use Permitting procedures.
- ***Sign content.*** Reference to sign content that could be used to restrict sign placement has been removed from the updated code. Now the code focuses on design elements and dimensions by specific sign type and permits types of signs best suited for a particular use district; in other words, regulating by how the sign looks instead of what the sign says. This brings the sign code into alignment with Reed v. Gilbert.
- ***Sign permit review process.*** Additional detail and guidance have been included in the updated sign code specifying application requirements, review procedures and timeline for decision-making. This helps applicants understand what is expected of them during the application submittal, the process that will be followed and when a decision will be made. It also supports consistency with internal review.

34.309 SIGNS

Purpose and Applicability.

- A. Purpose. The purpose of this section of the City of Hastings Zoning Code is to:
 - i. Provide for accurate identification, information, and advertisement in an orderly manner;
 - ii. Improve the visual quality, integrity, and safety of gateways and corridors within Hastings as well as neighborhoods adjacent to these areas; and
 - iii. Preserve the character and integrity of the overall community through the regulation of location, size, and design of signs within the City's jurisdiction.
- B. Applicability.
 - i. A sign or any part of a sign erected within the zoning jurisdiction of the City of Hastings must comply with the provisions of this chapter, other relevant provisions of the City of Hastings' Municipal Code, and applicable building codes.
 - ii. Conflicting regulations. This chapter is not meant to repeal or interfere with enforcement of other sections of the City of Hastings' Municipal Code. In cases of conflict between code sections, state, or federal regulations, the more restrictive regulation(s) shall apply.

Definitions.

The following definitions shall be used for words and terms contained in this chapter that are not otherwise defined in the Hastings City Code including the Comprehensive Land Use Plan. Definitions of specific sign types referenced in this code are found under the general definition of "Sign Type" below.

- A. *Abandoned Sign*: A sign, including sign face and supporting structure, which contains no sign copy on all sign faces for a continuous period of six months or is located on a site where a business, profession, or service is no longer operating.
- B. *Auxiliary Design Elements*: A term which describes secondary characteristics of a sign including its method of illumination and other features within the bounds of its basic shape.
- C. *City of Hastings Outdoor Advertising Sign Registry*: A list of all outdoor advertising signs that is maintained by the Building Services Division detailing location, ownership, and size of all billboard signs.
- D. *Clearance (Figure 1)*: The distance from the bottom of a sign face and the grade below.



Figure 1: Sign Clearance

Figure 2: Double-faced Sign



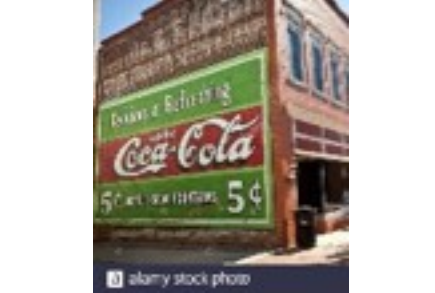
- E. *Detached Sign*: A sign which is self-supporting and structurally independent from any building.
- F. *Double-Faced Sign (Figure 2)*: A sign consisting of no more than two parallel or near parallel faces supported by a single structure. Typically, double-faced signs are meant to be viewed from two opposite directions of travel.
- G. *Flashing Sign*: A sign which has a lighting source or lighting element that periodically illuminates or is not maintained stationary or constant in intensity or color at all times when the sign is in use, usually in a manner intended to draw the attention of the viewer.
- H. *Footcandle*: a unit of measurement for a total amount of light cast on a surface (illumination). One footcandle is equivalent to the illuminance produced by a source of one candle at a distance of one foot. Vertical footcandle is the measurement on a vertical surface. Horizontal footcandle is a measurement on a horizontal surface.
- I. *Frontage*: The length of a property line of any one premises abutting and parallel to a public street, private way, or court.
- J. *Illuminance*: The amount of luminous flux per unit area in the English system, equal to one lumen per square foot, and measured in foot candles. The metric system uses the lux. One footcandle equals approximately 0.1 (0.093) lux.
- K. *Illumination*: Lighting sources installed for the primary purpose of lighting a specific sign or group of signs.
- L. *Lumen*: A derived unit of luminous flux equal to the amount of light emitted per second in a unit solid angle of one steradian from a uniform source of one candela.
- M. *Marquee*: A permanent roofed structure attached to and supported by a building and extending over public right-of-way.
- N. *Maximum Permitted Sign Area*: The maximum permitted area of a single sign or sign type allowed on a specific property.
- O. *Moving Sign*: A sign which conveys its message through rotating, changing, or animated elements.
- P. *Nonconforming Sign, Legal*: A sign that was legally erected prior to the adoption of this chapter but which violates the regulations of this chapter.
- Q. *Nonconforming Sign, Illegal*: A sign that was illegally erected after the adoption of this chapter or which violates the regulations of this chapter.
- R. *Numeric Display Signs*: On-premise signs which display numeric information only, such as

temperature displays and fuel price displays. The numeric information may be changed electronically or manually.

- S. *Premises*: A tract of one or more lots or sites which are contiguous and under common ownership or control.
- T. *Sign*: A symbolic, visual device fixed upon a building, vehicle, structure, or parcel of land which is intended to convey information.
- U. *Sign Type*: A functional description of the use of an individual sign. Specific sign types are described below:

Type and Definition	Category	Example
<i>i. Banner Sign</i> - A temporary sign composed of lightweight material; often used in a non-permanent setting such as to announce a grand opening, sale, or special event.	Temporary; may be attached or freestanding	
<i>ii. Billboard Sign</i> - A larger than normal pole sign directing attention to services, products, or information whether or not related to a use or occupant on the same property.	Freestanding sign	
<i>iii. Blade Sign</i> - A temporary sign available in numerous shapes and sizes but typically in the shape of a feather, teardrop, or rectangular flag.	Temporary, portable sign	
<i>iv. Building Marker Sign</i> - A plaque or sign board attached to, carved into, or painted on a building face identifying the building, commemorating an event, or providing information to pedestrians on the property.	Integral sign or attached sign	
		

Type and Definition	Category	Example
v. <i>Canopy/Awning Sign</i> - A sign painted on, woven in, or attached to a canopy or awning. Canopies and awnings are roof-like covers that project from the wall of a building providing cover over a door, window, or patio or, in the case of canopies, are freestanding for the purposes of shielding from the elements such as over a service station island or sidewalk. Canopies and awnings may be made of fabric, plastic, or metal. The terms canopy and awning signs do not include marquee signs.	Attached sign	
vi. <i>Drive-thru Sign</i> - A permanent sign, whether attached or freestanding, that provides information on products or services or otherwise facilitates a business transaction at a drive-thru service location.	Attached or freestanding sign	
vii. <i>Electronic Message Sign</i> - A sign that uses computer-generated messages or some other means of changing the words or message. These signs also include lamps, LEDs, LCDs, or flipper matrix.	Attached or freestanding sign	
viii. <i>Flag Sign</i> - Signs emblazoned on any type of flag intended to be displayed in a free-flowing manner.	Temporary; may be attached or freestanding	

Type and Definition	Category	Example
ix. <i>Ground Sign</i> - A sign created or painted directly on the ground, including rocks, without a man-made support structure.	Integral sign	
		
x. <i>Hanging Sign</i> - A hanging sign is wholly dependent upon a canopy, arcade, or building projection located above a pedestrian walkway to which it is attached.	Attached sign	
xi. <i>Iconic/Historic Sign</i> - A sign that has been designated by the City Council as a historic feature or landmark of a building or the community, or one that has become so important to the community that it is valued long after its role as a commercial marker has ceased.	Attached or free-standing sign	
		
xii. <i>Marquee Sign</i> - A permanent canopy projecting over an entrance that is often illuminated and ornate and which incorporates a permanent large changeable message center.	Attached sign	

Type and Definition	Category	Example
<i>xiii. Monument Sign</i> - Any permanent freestanding sign that is detached from a building or structure and sits on the ground on a solid-appearing base with no exposed structural supports.	Freestanding sign	
<i>xiv. Pole Sign</i> - A freestanding sign visibly supported by one or more poles that are placed on or anchored permanently in the ground or other surface independent from any building or other structure.	Freestanding sign	
<i>xv. Portable Sign</i> - A freestanding and self-supporting moveable sign normally placed near a public street.	Temporary freestanding sign	
<i>xvi. Poster Sign</i> - A type of portable sign mounted on stakes or spikes intended to be stuck into the ground and used as a freestanding temporary sign.	Temporary freestanding sign	
<i>xvii. Projecting Sign</i> - A sign that is wholly or partly dependent upon a building for support and that projects at an angle away from the building so that the leading edge extends more than six inches beyond the building wall.	Attached sign	

Type and Definition	Category	Example
xviii. <i>Roof Sign</i> – A building-mounted sign erected upon or completely over the roof of a building or extending above a parapet or cornice	Attached sign	
		
xix. <i>Sidewalk Sign</i> - A free-standing and self-supporting moveable sign designed to be displayed on a sidewalk or area outside of and adjacent to a place of business and oriented towards pedestrians and slow-moving traffic.	Portable, temporary, freestanding sign	
xx. <i>Street Banner Sign</i> – A temporary banner sign installed by the city over a public street.	Freestanding sign	
xxi. <i>Vehicular Sign</i> - A sign affixed to a vehicle in such a manner that the sign is used primarily as a stationary advertisement for the business on which the vehicle sits and the sign is not otherwise incidental to the vehicle's primary purpose.	Temporary, portable sign	
		

Type and Definition	Category	Example
xxii. <i>Wall Sign</i> - A building-mounted sign attached to, displayed, or painted on an exterior wall in a manner parallel with the wall surface, which does not project more than 16 inches from the wall surface.	Attached sign	
		
xxiii. <i>Wayfinding Sign</i> - A type of sign that allows users to find their way, using information provided along the travel path.	Attached or free-standing sign	
		
xxiv. <i>Window Sign</i> - A sign that is painted on, attached to, or suspended directly behind or in front of a window or the glass portion of a door.	Attached sign, temporary sign	

Sign Category Definitions

xxv. *Attached Sign* – a sign that is physically attached to a building.

xxvi. *Freestanding Sign* – a sign that is detached from a building and has a support structure made of permanent material.

xxvii. *Integral Sign* – a type of sign created from the material or made a part of the building or structure to which it is attached.

xxviii. *Portable Sign* – A freestanding and self-supporting moveable sign normally placed near a public street.

Type and Definition	Category	Example
<i>xxix. Temporary Sign</i> – any sign not permanently affixed or attached to a building, structure or the ground that can be moved or removed without special handling.		

- V. *Street Facade*: Any separate external face of a building, including parapet walls and omitted wall lines, oriented to and facing a public street, a private street, or court (excluding alleys).

General Regulations.

- A. Nonconforming Signs. A legal nonconforming sign, so long as it remains lawful, may continue to be used subject to the following provisions:
- No such sign may be enlarged or altered in a way which increases its nonconformity; however, reasonable repairs and alterations may be permitted.
 - Should 50% or more of any sign face be damaged or destroyed, or the sign structure compromised in a manner that poses a health and safety risk or requires reconstruction, the sign shall not be reconstructed except in conformity with the provisions of this title.
 - Existing billboards may continue pursuant to 34.309.03(B) provided they meet the requirements found in 34.309.06 of this section. No new billboards shall be permitted under these regulations.
- B. Design elements applicable to all signs
- Vision-clearance area (Figures 3 and 4). No sign or sign structure shall be built to a height of more than two feet above the established curb grade on the part of the lot within a vision clearance zone. The vision clearance zone shall be as defined in Hastings City Code Section 34-305(4)(d).

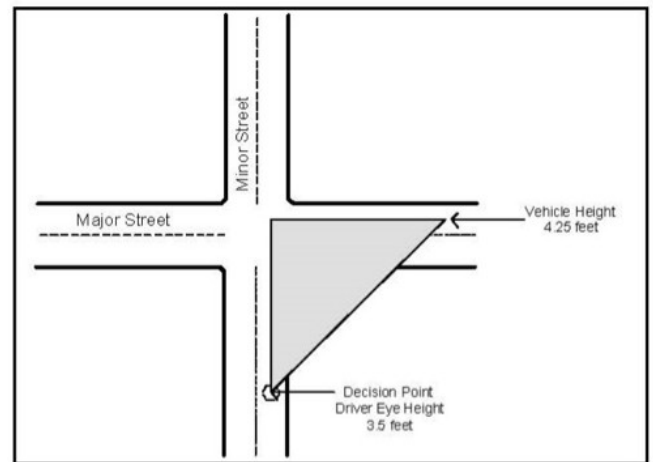


Figure 3: Heights Pertaining to Sight Triangles

Source: National Association of City Transportation Officials

Figure 4: Obstructed and Unobstructed Sight Triangles



No landscaping shall be planted in such area which will materially obstruct the view of drivers approaching the street intersection.

ii. Sign illumination.

a) External illumination. When installed, the light source must be positioned in such a manner that light does not trespass onto an adjoining property or onto a public street or highway, in accordance with the lighting provisions of Section 34-305(5) and the following standards:

1. Signs less than six feet in height may be illuminated from above provided the light fixture is no taller than the top of the sign and fully shielded, or lighted with ground-mounted lights that are fully shielded.
2. Signs more than six feet in height may be illuminated only from above provided the light fixture is no taller than the top of the sign and fully shielded.
3. Wall signs may be illuminated with ground-mounted lights provided the lights are fully shielded.
4. Ground mounted light fixtures shall not be visible from the opposite side of the sign.
5. Light fixture lamps used to externally illuminate a sign shall not be visible from vehicular travel lanes, adjacent public rights-of-way, or adjoining properties.

b) Internal illumination. The average surface illumination of any sign face from dawn to dusk shall not exceed 3.0 foot candles. Additionally, the following internal illumination standards apply:

1. Outdoor internally-illuminated advertising signs must either be constructed with an opaque background and translucent text and symbols, or with a colored background and generally lighter text and symbols.
2. Neon signs shall be treated as internally illuminated signs for the purposes of this Code. Neon lighting extending beyond the area considered to be the sign area shall conform to all lighting provisions of Section 34-305(5).

c) Illumination curfew. Illuminated signs shall be equipped with a sensor, timer or other device to automatically adjust the day/night light intensity levels in accordance with these standards. Night time illumination shall not exceed 0.3 foot candles over ambient lighting conditions.

d) Electronic copy.

1. Electronic copy shall be programmed in a way that no sign shall flash or blink and the image, message or lighting pattern shall hold for a minimum of ten seconds between transitions.
2. The transition from one image or display to the next must be accomplished in two seconds or less; fading, scrolling or dissolving effects may be used.
3. Signs having electronic copy shall not be located within 150 linear feet of a property located within an R-1 Single-Family residential zoning district, or within 150 linear feet of a residence within an A Agriculture, R-1A Single-Family Large Lot Residential, or R-1S Single-Family Suburban Acreage Residential zoning district.
4. Sign animation is not permitted with the following exception: with administrative approval, animation of up to five seconds per minute for a maximum of 50% of the sign face may be permitted when the primary use on a subject property/parcel is one of the following:
 - Indoor entertainment or recreation facility;
 - Performing arts or cultural arts facilities;
 - Public museums;
 - Entertainment venues.

iii. Sign Face.

- a) When a sign is permitted more than one sign face, the angle created by the two faces shall not exceed 15 degrees.
- b) For the purposes of this section, separate faces of a building oriented in the same direction or within 45 degrees of one another are considered part of the same street facade.

C. Maintenance. All signs shall be maintained in a good state of repair, including, but not limited to, the structural components, the lighting, if any, the portion attaching the sign to the ground or structure, and the surface features.

D. Method of Measurement.

- i. Maximum permitted sign area. Maximum permitted sign area is set forth as a numerical limit on the size of an individual sign face.
- ii. Sign Area.
 - a) Sign area includes the entire area within the perimeter enclosing the extreme limits of the sign, excluding any structure essential for support or service of the sign, and architectural elements of the building.

- b) The sign area for ground signs and monument signs is calculated as the area enclosing the extreme limits of copy only (Figure 5).
 - c) In the case of individual letters or unique-shaped emblems mounted to a wall, the area of extreme limits of the copy/shape is considered to be the sign area (Figures 6 and 7).
 - iii. Height. The height of a sign is measured from the average grade level below the sign to the topmost point of the sign or structure (Figure 8).
 - iv. Setback. The setback of a sign is measured from the property line to the line projected to the ground plane of the nearest portion of the sign.
- E. Prohibited signs. The following signs are prohibited in all zoning districts:
- i. Signs or sign structures which resemble, imitate, simulate, or conflict with traffic control signs or devices included in the Manual of Uniform Traffic Control Devices, which otherwise mislead or confuse persons traveling on public streets, which create a traffic hazard, or which violate any of the provisions of Section 60-6,127 or Section 60-6,128 of the Nebraska Rules of the Road or any other applicable State statutes.
 - ii. Signs which create a safety hazard by obstructing the clear view of pedestrians or vehicles, or which obscure official signs or signals.
 - iii. Signs which contain lights, electronic copy or transitions that flash, blink, rotate or are otherwise animated. Illumination levels controlling brightness and minimum required hold time for electronic information

Figure 5: Sign Area

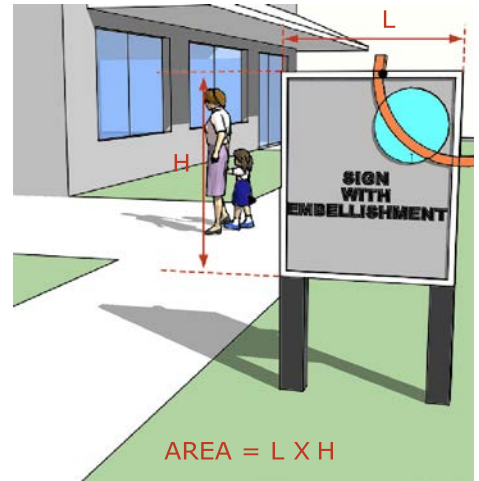


Figure 6: Sign Area (emblems)

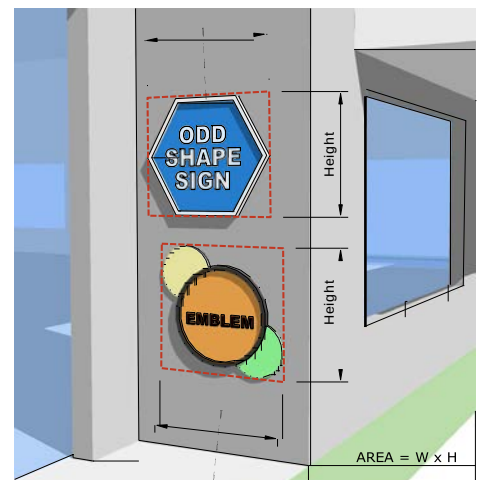
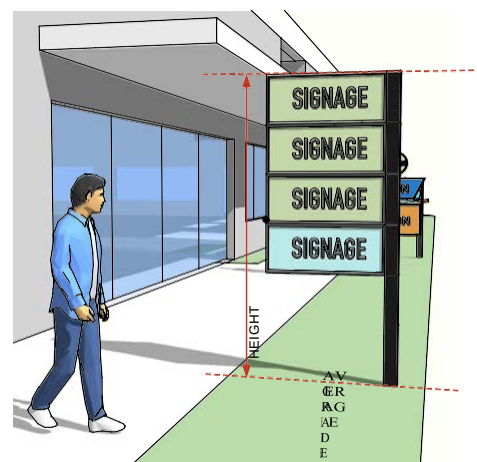


Figure 7: Sign Area (letters)



Figure 8: Sign Height



signs shall comply with Section 309 (3)(c)(ii) of this Chapter.

- iv. Signs that move, flutter, rotate or contain parts which move by motorized or similar mechanical means. This prohibition shall not apply to flags which move and flutter with wind.
- v. Roof signs.
- vi. Any vehicular sign, or sign attached to a trailer parked on public or private property, with the exception of the following:
 - a) The primary purpose of such vehicle or trailer is not the display of signs;
 - b) The signs are magnetic, decals or painted upon an integral part of the vehicle or trailer and do not break the silhouette of the vehicle;
 - c) The vehicle or trailer is in operating condition, currently registered and licensed to operate on public streets (where applicable), and actively used or available for use in the daily function of the business to which the sign(s) relate.
- vii. Any animated sign except those permitted in 34.309.03(B)(ii)(d)(4).

Sign Permit Process

A. Applicability.

- i. A sign permit, approved by the Building Official, shall be required before the erection, construction, alteration, placing, or locating of all signs conforming with this title.
- ii. Except as otherwise provided in this Chapter, it shall be unlawful for any person to erect any sign in the City or its two-mile extraterritorial jurisdiction without first obtaining a sign permit for each sign. The regulations set forth in this section shall not be construed to require any permit for a change of copy on any sign, repair or repainting, cleaning and other normal maintenance or repair of a sign or sign structure for which a permit has previously been issued, so long as the sign or sign structure is not modified in any way.

B. Exempt Signs

The following signs shall be allowed without a sign permit and shall not be included in the determination of the type, number, or area of permanent signs allowed within a zoning district, provided such signs comply with the district requirements found in Section 34.309.05 below.

- i. Poster signs.
- ii. Wayfinding signs.
- iii. Building marker signs including addresses and private drive identification.
- iv. Signs erected or required by government agencies or utilities, including street banner

signs, traffic, utility, safety, railroad crossing, and identification or directional signs for public facilities.

- v. Signs inside a building, or other enclosed facility, which are not meant to be viewed from the outside and are located more than three feet from the window.
- vi. Holiday and seasonal decorations.
- vii. Emblems of a religious, civil, philanthropic, historical or educational organization.
- viii. Security and warning signs.
- ix. Flags.
- x. Seed or crop identification signs.

C. Application process.

- i. Plans submittal. A copy of plans and specifications shall be submitted to the Building Official for each sign regulated by this title. Such plans shall include:
 - a) A description and measurement(s) detailing the size of sign face(s) and structural components, including information showing how the proposed sign will meet height, clearance, projection and all other applicable design standards;
 - b) A site plan detailing sign location and showing how the proposed sign will meet all required setbacks;
 - c) A description of the materials to be used and such other data as may be required for the Building Official to determine compliance with this title;
 - d) Information regarding the source of any sign illumination including, but not necessarily limited to, its location, intensity, and color;
 - e) When an electronic message sign is proposed, the plan shall include information disclosing the luminous intensity of the sign for both day and night illumination in accordance with these regulations as well as the viewing interval and transition time; and
 - f) When requested by the Building Official, the applicant shall furnish a certification of the structural integrity of the sign and its installation by a registered professional engineer with specialization in structures.
- ii. Timeline for review. Once a complete application for a sign permit is received, the Building Official shall review and make a determination on the application within 15 working days of receipt.
- iii. Approval, denial, additional information requested. The Building Official shall approve or deny an application for a sign permit based upon compliance with these regulations. The Building Official may request additional information from an applicant to make a determination within the timeframe set forth in Section (ii) above.

- iv. Application fees. Each application for a sign permit shall be accompanied by any applicable fees established by the City Council.
 - v. Appeals. Any person or persons aggrieved by the decision of the Building Official to approve or disapprove a sign permit, as provided by this title, may appeal such decision to the Board of Adjustment as provided by Section 34-701 et seq.
- D. Sign master plan. A master plan is required for properties located within an AHD, PD, CMP or AP district. The master plan shall identify all proposed signage on a parcel in the manner set forth under 34.309.04(C)(i) above and include the anticipated timeline for installation. A sign master plan shall not permit sign types not otherwise allowed in the underlying district.

Sign Type and District Requirements.

A. District requirements.

- i. Sign types permitted by district are described below. For non-residential uses allowed in a residential district, permitted sign types are required to comply with the all applicable design standards set forth in 34.309.05(B):

SIGN TYPE	DISTRICTS PERMITTED																	
	AG	RESIDENTIAL						COMMERCIAL				INDUS-TRIAL		SPECIAL				
	A	R-1	R-1A	R-1S	R-2	R-3	R-4	C-O	C-1	C-2	C-3	I-1	I-2	CMP	PD	FD	AP	AHD
Monument	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	Signs associated with underlying zoning district as permitted	X
Pole	X							X	X	X	X	X	X	X	X	X		
Banner	X					X	X	X	X	X	X				X	X		X
Canopy/awning	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X
Marquee									X	X	X					X		
Billboard	X										X	X	X	X	X			
Wall	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X
Flag	X	X	X	X	X	X	X	X	X	X	X				X	X		X
Iconic/historic	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X
Window	X	X	X	X	X	X	X	X	X	X	X				X	X		X
Hanging	X	X	X	X	X	X	X	X	X	X					X	X		X
Projecting	X							X	X	X					X	X		X
Portable	X										X	X	X	X	X	X		
Poster	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X
Drive-thru								X	X	X	X					X		X
Wayfinding	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X
Ground	X							X	X	X	X	X	X	X	X	X		X
Building Marker	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X
Sidewalk							X	X	X	X	X			X	X	X		X
Street Banner	X	X	X	X	X	X	X	X	X	X	X			X	X	X		X
Electronic Message										X	X	X	X	X	X	X		

- ii. Number of signs permitted by premise. The following table identifies the number of total signs allowed on any single property. Signage may include any combination of types of signs permitted within the district, but the total number of signs on a property shall not exceed the number below.

DISTRICT TYPE	TOTAL # SIGNS ALLOWED
Agriculture	3 per lot (under 5 AC) or 2 per 100 linear ft. (over 5 AC)
Residential	4
Commercial	5
Industrial	5
Special	Determined by Master Plan

- iii. Pole and monument sign dimensions. Size or height bonus may be granted at the Director's discretion for co-located signs, but may not exceed 20% of the base values.

Pole Signs

Lot Frontage (linear ft.)							Maximum Height (ft.)	Maximum Area per face (sq. ft.)
0'	50'	100'	150'	200'	250'	300'		
							35'	250'
							25'	200'
							15'	150'

Monument Signs

Zoning District								Maximum Height (ft.)	Maximum Area per face (sq. ft.)
A	R	C-O	C-1	C-2	C-3	I-1	I-2		
								12'	192'
								8'	96'
								6'8"	48'

B. Design standards.

Sign Type	Maximum Number Allowed	Max. # of Sign Faces	Maximum Height (ft.)	Minimum Clearance (ft.)	Maximum Projection (ft.)	Maximum Area per face (sq. ft.)	Min. Setback (Ft.)	
							Right-of-Way (ROW)	Project Boundary or Property Line
Banner	1 per frontage	1	6 ft.*	6'8"	N/A	32 sq. ft.	N/A	N/A
	Notes: A banner sign is intended to be temporary in nature and used as an interim measure for a) new businesses awaiting permanent sign approval or b) additional signage announcing an event or activity. Banners falling into category (a) are allowed on premise for up to 90 days; banners falling into category (b) are allowed on premise for up to 30 days, 4 times per year. *Applies to height of a ground-mounted banner sign.							
Billboard	2 per mile*	2	35 ft.	12 ft.	N/A	378 sq. ft.	25 ft.**	25 ft.
	Notes: *Measured section line to section line, regardless which side of the road the billboard is on. ** No part of a billboard shall extend more than 5 ft. into the setback from a public right-of-way line. Existing billboards shall be regulated according to provisions found in Section 34.610 regarding legal non-conforming signs. New billboards are prohibited.							
Blade	3 signs per frontage	2	15 ft.	N/A	N/A	32 sq. ft.	Setback shall be equal to the height of the sign wherever possible.	
	Notes: Signs should be securely anchored into the ground or secured in a portable base designed for such function. Blade signs may be allowed on premise for up to 30 days, 4 times per year.							
Building Marker	1 per frontage	1	N/A	N/A	6 in.	10 sq. ft.	N/A	N/A
	Notes: None							
Canopy/Awning	2 per canopy/awning	2	12 ft.**	6'8"	6 ft.*	10 sq. ft. (canopy)/20% (awning) of copy per face	May extend into setback.	
	Notes: *Maximum projection does not apply when canopy is freestanding, such as at a service station. **For freestanding canopies the maximum height is 18 ft.							
Creative Sign	1 per lot	N/A	N/A	N/A	N/A	N/A	Setback shall meet the requirements of the district.	
	Requires review and approval by the City Council following the process set forth in 34.309.06(D).							
Drive-thru	2 per lane	1	12 ft.	12 ft.*	12 in.**	36 sq. ft.	N/A	N/A
	Notes: *Minimum clearance only applies to drive-thru signs spanning a lane; signs placed adjacent to lanes have no minimum clearance requirement. **Maximum preojection only applies to drive through signs placed adjacent to lanes.							
Electronic Message	See notes	See notes	See notes	See notes	See notes	See notes	See notes	See notes
	Notes: Follow district requirements and design standards pursuant to pole or monument signs, and all other applicable guidance found within these regulations.							
Flag	1 per frontage	2	30 ft.*	6'8"	6 ft.	15 sq. ft.	N/A	N/A
	Notes: *Height restriction applies to freestanding poles; flags attached to a building or structure shall not extend higher than 12 ft.							
Ground	1 per parcel	1	12 in.	N/A	N/A	10 sq. ft.	N/A	N/A
	Notes: None							
Hanging	1 sign per public entrance	2	12 ft.	6'8"	N/A	10 sq. ft.	N/A	N/A
	Notes: Hanging signs shall be suspended from the underside of a structure, such as a canopy or marquee.							
Iconic/Historic	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Notes: Requires a recommendation from the Adams County Historical Society, review and approval by the planning commission following the procedure and criteria outlined in Section 34.309.06 B and D(i).							
Marquee	2 per marquee	2	15 ft.	12 ft.	5 ft.	10 sq. ft. /face	5 ft.	3 ft.
	Notes: None							
Monument	1 per frontage	2	See notes*	N/A*	N/A	See notes*	5 ft.	5 ft.
	Notes: See chart for lot frontage, height, and area. *Maximum clearance permitted is 12 in. measured between ground and bottom of sign, if supported by a frame or structure.							
Pole	1 per frontage	2	See notes*	6'8"	N/A	See notes*	5 ft.	5 ft.
	Notes: See chart for lot frontage, height, and area.							
Poster	N/A	2	3 ft.	N/A	N/A	8 sq. ft.*	5 ft.	3 ft.
	Notes: Signs shall be temporary and allowed on premise for up to 30 days, 4 times per year. *Maximum sign area is 4 sq. ft. in residential and agricultural districts							
Projecting	1 per public entrance	2	12 ft.	6'8"	4 ft.	10 sq. ft.	N/A	N/A
	Notes: None							
Sidewalk	1 per business	2	5 ft.	N/A	N/A	15 sq. ft.	N/A	N/A
	Notes: Signs must be placed to accommodate a minimum 5-foot pedestrian clear zone on the sidewalk. Sidewalk signs are not permitted if there is no sidewalk. Signs may only be displayed during business hours.							
Street Banner	N/A	2	24 ft.	18 ft.	N/A	144 sq. ft.	N/A	N/A
	Notes: A street banner may be permitted temporarily for up to 15 consecutive days per event.							
Wall	1 per frontage	1	N/A	N/A	12 in.	See notes*	N/A	N/A
	Notes: Wall signs shall be attached to a wall and shall not extend above the parapet or eave of the building. Wall signs shall be of non-combustible materials, unless the building is constructed as a Type II-B building, as defined in the building code adopted by the City of Hastings, except that sign faces may be of combustible plastics. *Maximum sign area is limited to 6 sq. ft. in all residential districts, 50 sf in C-O, 60 sf in C-1, 10% of building facade in A, and 20% in C-2 through I-2 inclusive.							
Wayfinding	1 per access; 1 per critical decision point	2	3 ft.	6'8"	3 ft.	6 sq. ft.	N/A	N/A
	Notes: None							
Window	1 sign per window pane	1	N/A	N/A	N/A	30% coverage of total window area	N/A	N/A
	Notes: Limited to the first floor of any building. Signs must be of a permanent nature, otherwise they will be regulated as a poster sign (see above).							

Special Provisions.

- A. Billboards. Existing billboards are permitted as legal nonconforming signs in Districts AG, C-3, I-1 and I-2 provided that no billboard is located:
 - i. Within 300' of any residential zoning district;
 - ii. Within 150' from the right-of-way line of any road intersection measured in any direction from the right-of-way line;
 - iii. Within 250' from the right-of-way line of any road intersection measured in any direction from the right-of-way line provided this restriction shall not apply to the intersection of frontage roads with state highways;
 - iv. Within a 750' radius of another billboard, or within a 1,500' radius of another billboard in the extra-territorial jurisdiction;
 - v. Within 500' of the property line of: a National Register historic site/district boundary; school; church; hospital; care facility; cemetery; public building, park or playground or within 1,000' of these same property boundaries in the extra-territorial jurisdiction; and
 - vi. No existing billboard is allowed when a property zoned Agriculture, Residential, C-O, C-1 or C-2 is located between the billboard and the roadway to which the billboard is oriented.
- B. Iconic and Historic signs. City Council may declare that an existing sign makes a significant artistic or historic contribution to the community or neighborhood in which it is located. This declaration, which may be made only at the request of the owner or lessee of the sign, entitles its owner or lessee to continue using the sign subject to the maintenance requirements of this section.
- C. Temporary signs.
 - i. Temporary signs are intended to be removed or replaced within a period of six consecutive months or less.
 - ii. All temporary signs shall be maintained in sound condition. Any sign that exhibits deterioration of structure or materials may be removed subject to the provisions of this section.
 - iii. The Director of Development Services and his/her authorized officers shall order the correction or removal of any sign in violation of the provisions of this section following the notice of violation process established in these regulations.
 - iv. Any sign placed on, in, or over any public property, including public right-of-way and easements, without the written consent of the public authority having jurisdiction over the property, shall be subject to removal and forfeit without notice.
 - v. All temporary signs associated with a date or time-specific event shall be removed within 48 hours of the end of the event.

- vi. A single applicant may apply for a blanket authorization for temporary signs which will be in effect for six months or until the end of a specified event, and may be renewed.
- D. Creative Sign Program. The purpose of the Creative Sign Program are to encourage signs of unique design that exhibit a high degree of thoughtfulness, imagination, inventiveness, spirit and sense of place; and provide a process for the application of sign regulations in ways that will allow creatively designed signs that make a positive visual contribution to the overall image of the City.
 - i. Application, Review and Approval Process.
 - a) A creative sign application will be processed in accordance with the process for a Conditional Use Permit.
 - b) The application shall include all information and materials required by the department. In addition to applicable criteria required for review as a conditional use, the applicant shall narrate and sufficiently demonstrate how the proposed creative sign would contribute the following:
 - 1. A substantial aesthetic improvement to the site;
 - 2. A positive visual impact on the surrounding area by enhancing the character of the building and site;
 - 3. Unique design exhibiting a high degree of thoughtfulness, imagination, inventiveness, and spirit; and
 - 4. Strong visual character through the imaginative use of graphics, color, texture, quality materials, scale, and proportion.
 - c) The applicant shall also demonstrate how the sign contains at least one of the following contextual elements:
 - 1. Creative image reflecting current or historic character of the city;
 - 2. Symbols or imagery relating to the use of the property; or
 - 3. Inventive representation of the use, name, logo, structure, or business.
 - d) Architectural Criteria. The sign shall utilize or enhance the architectural elements of the building; and be placed in a logical location in relation to the overall composition of the building's façade or surrounding structures or uses, not covering any key architectural features.

34.309 SIGNS

Purpose and Applicability.

- A. Purpose. The purpose of this section of the City of Hastings Zoning Code is to:
 - i. Provide for accurate identification, information, and advertisement in an orderly manner;
 - ii. Improve the visual quality, integrity, and safety of gateways and corridors within Hastings as well as neighborhoods adjacent to these areas; and
 - iii. Preserve the character and integrity of the overall community through the regulation of location, size, and design of signs within the City's jurisdiction.
- B. Applicability.
 - i. A sign or any part of a sign erected within the zoning jurisdiction of the City of Hastings must comply with the provisions of this chapter, other relevant provisions of the City of Hastings' Municipal Code, and applicable building codes.
 - ii. Conflicting regulations. This chapter is not meant to repeal or interfere with enforcement of other sections of the City of Hastings' Municipal Code. In cases of conflict between code sections, state, or federal regulations, the more restrictive regulation(s) shall apply.

Definitions.

The following definitions shall be used for words and terms contained in this chapter that are not otherwise defined in the Hastings City Code including the Comprehensive Land Use Plan. Definitions of specific sign types referenced in this code are found under the general definition of "Sign Type" below.

- A. *Abandoned Sign*: A sign, including sign face and supporting structure, which contains no sign copy on all sign faces for a continuous period of six months or is located on a site where a business, profession, or service is no longer operating.
- B. *Auxiliary Design Elements*: A term which describes secondary characteristics of a sign including its method of illumination and other features within the bounds of its basic shape.
- C. *City of Hastings Outdoor Advertising Sign Registry*: A list of all outdoor advertising signs that is maintained by the Building Services Division detailing location, ownership, and size of all billboard signs.
- D. *Clearance (Figure 1)*: The distance from the bottom of a sign face and the grade below.



Figure 1: Sign Clearance

Figure 2: Double-faced Sign



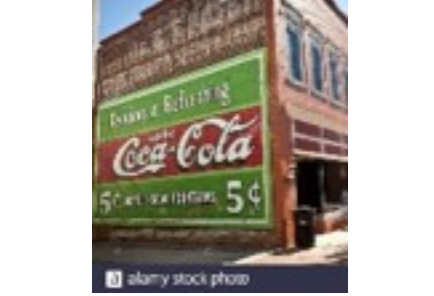
- E. *Detached Sign*: A sign which is self-supporting and structurally independent from any building.
- F. *Double-Faced Sign (Figure 2)*: A sign consisting of no more than two parallel or near parallel faces supported by a single structure. Typically, double-faced signs are meant to be viewed from two opposite directions of travel.
- G. *Flashing Sign*: A sign which has a lighting source or lighting element that periodically illuminates or is not maintained stationary or constant in intensity or color at all times when the sign is in use, usually in a manner intended to draw the attention of the viewer.
- H. *Footcandle*: a unit of measurement for a total amount of light cast on a surface (illuminance). One footcandle is equivalent to the illuminance produced by a source of one candle at a distance of one foot. Vertical footcandle is the measurement on a vertical surface. Horizontal footcandle is a measurement on a horizontal surface.
- I. *Frontage*: The length of a property line of any one premises abutting and parallel to a public street, private way, or court.
- J. *Illuminance*: The amount of luminous flux per unit area in the English system, equal to one lumen per square foot, and measured in foot candles. The metric system uses the lux. One footcandle equals approximately 0.1 (0.093) lux.
- K. *Illumination*: Lighting sources installed for the primary purpose of lighting a specific sign or group of signs.
- L. *Lumen*: A derived unit of luminous flux equal to the amount of light emitted per second in a unit solid angle of one steradian from a uniform source of one candela.
- M. *Marquee*: A permanent roofed structure attached to and supported by a building and extending over public right-of-way.
- N. *Maximum Permitted Sign Area*: The maximum permitted area of a single sign or sign type allowed on a specific property.
- O. *Moving Sign*: A sign which conveys its message through rotating, changing, or animated elements.
- P. *Nonconforming Sign, Legal*: A sign that was legally erected prior to the adoption of this chapter but which violates the regulations of this chapter.
- Q. *Nonconforming Sign, Illegal*: A sign that was illegally erected after the adoption of this chapter or which violates the regulations of this chapter.
- R. *Numeric Display Signs*: On-premise signs which display numeric information only, such as

temperature displays and fuel price displays. The numeric information may be changed electronically or manually.

- S. *Premises*: A tract of one or more lots or sites which are contiguous and under common ownership or control.
- T. *Sign*: A symbolic, visual device fixed upon a building, vehicle, structure, or parcel of land which is intended to convey information.
- U. *Sign Type*: A functional description of the use of an individual sign. Specific sign types are described below:

Type and Definition	Category	Example
<i>i. Banner Sign</i> - A temporary sign composed of lightweight material; often used in a non-permanent setting such as to announce a grand opening, sale, or special event.	Temporary; may be attached or freestanding	
<i>ii. Billboard Sign</i> - A larger than normal pole sign directing attention to services, products, or information whether or not related to a use or occupant on the same property.	Freestanding sign	
<i>iii. Blade Sign</i> - A temporary sign available in numerous shapes and sizes but typically in the shape of a feather, teardrop, or rectangular flag.	Temporary, portable sign	
<i>iv. Building Marker Sign</i> - A plaque or sign board attached to, carved into, or painted on a building face identifying the building, commemorating an event, or providing information to pedestrians on the property.	Integral sign or attached sign	
		

Type and Definition	Category	Example
v. <i>Canopy/Awning Sign</i> - A sign painted on, woven in, or attached to a canopy or awning. Canopies and awnings are roof-like covers that project from the wall of a building providing cover over a door, window, or patio or, in the case of canopies, are freestanding for the purposes of shielding from the elements such as over a service station island or sidewalk. Canopies and awnings may be made of fabric, plastic, or metal. The terms canopy and awning signs do not include marquee signs.	Attached sign	
vi. <i>Drive-thru Sign</i> - A permanent sign, whether attached or freestanding, that provides information on products or services or otherwise facilitates a business transaction at a drive-thru service location.	Attached or freestanding sign	
vii. <i>Electronic Message Sign</i> - A sign that uses computer-generated messages or some other means of changing the words or message. These signs also include lamps, LEDs, LCDs, or flipper matrix.	Attached or freestanding sign	
viii. <i>Flag Sign</i> - Signs emblazoned on any type of flag intended to be displayed in a free-flowing manner.	Temporary; may be attached or freestanding	

Type and Definition	Category	Example
ix. <i>Ground Sign</i> - A sign created or painted directly on the ground, including rocks, without a man-made support structure.	Integral sign	
		
x. <i>Hanging Sign</i> - A hanging sign is wholly dependent upon a canopy, arcade, or building projection located above a pedestrian walkway to which it is attached.	Attached sign	
xi. <i>Iconic/Historic Sign</i> - A sign that has been designated by the City Council as a historic feature or landmark of a building or the community, or one that has become so important to the community that it is valued long after its role as a commercial marker has ceased.	Attached or free-standing sign	
		
xii. <i>Marquee Sign</i> - A permanent canopy projecting over an entrance that is often illuminated and ornate and which incorporates a permanent large changeable message center.	Attached sign	

Type and Definition	Category	Example
<i>xiii. Monument Sign</i> - Any permanent freestanding sign that is detached from a building or structure and sits on the ground on a solid-appearing base with no exposed structural supports.	Freestanding sign	
<i>xiv. Pole Sign</i> - A freestanding sign visibly supported by one or more poles that are placed on or anchored permanently in the ground or other surface independent from any building or other structure.	Freestanding sign	
<i>xv. Portable Sign</i> - A freestanding and self-supporting moveable sign normally placed near a public street.	Temporary freestanding sign	
<i>xvi. Poster Sign</i> - A type of portable sign mounted on stakes or spikes intended to be stuck into the ground and used as a freestanding temporary sign.	Temporary freestanding sign	
<i>xvii. Projecting Sign</i> - A sign that is wholly or partly dependent upon a building for support and that projects at an angle away from the building so that the leading edge extends more than six inches beyond the building wall.	Attached sign	

Type and Definition	Category	Example
xviii. <i>Roof Sign</i> – A building-mounted sign erected upon or completely over the roof of a building or extending above a parapet or cornice	Attached sign	
		
xix. <i>Sidewalk Sign</i> - A free-standing and self-supporting moveable sign designed to be displayed on a sidewalk or area outside of and adjacent to a place of business and oriented towards pedestrians and slow-moving traffic.	Portable, temporary, freestanding sign	
xx. <i>Street Banner Sign</i> – A temporary banner sign installed by the city over a public street.	Freestanding sign	
xxi. <i>Vehicular Sign</i> - A sign affixed to a vehicle in such a manner that the sign is used primarily as a stationary advertisement for the business on which the vehicle sits and the sign is not otherwise incidental to the vehicle's primary purpose.	Temporary, portable sign	
		

Type and Definition	Category	Example
xxii. <i>Wall Sign</i> - A building-mounted sign attached to, displayed, or painted on an exterior wall in a manner parallel with the wall surface, which does not project more than 16 inches from the wall surface.	Attached sign	
		
xxiii. <i>Wayfinding Sign</i> - A type of sign that allows users to find their way, using information provided along the travel path.	Attached or free-standing sign	
		
xxiv. <i>Window Sign</i> - A sign that is painted on, attached to, or suspended directly behind or in front of a window or the glass portion of a door.	Attached sign, temporary sign	
Sign Category Definitions		
xxv. <i>Attached Sign</i> – a sign that is physically attached to a building.		
xxvi. <i>Freestanding Sign</i> – a sign that is detached from a building and has a support structure made of permanent material.		
xxvii. <i>Integral Sign</i> – a type of sign created from the material or made a part of the building or structure to which it is attached.		
xxviii. <i>Portable Sign</i> – A freestanding and self-supporting moveable sign normally placed near a public street.		

Type and Definition	Category	Example
<i>xxix. Temporary Sign</i> – any sign not permanently affixed or attached to a building, structure or the ground that can be moved or removed without special handling.		

- V. *Street Facade*: Any separate external face of a building, including parapet walls and omitted wall lines, oriented to and facing a public street, a private street, or court (excluding alleys).

General Regulations.

- A. Nonconforming Signs. A legal nonconforming sign, so long as it remains lawful, may continue to be used subject to the following provisions:
- No such sign may be enlarged or altered in a way which increases its nonconformity; however, reasonable repairs and alterations may be permitted.
 - Should 50% or more of any sign face be damaged or destroyed, or the sign structure compromised in a manner that poses a health and safety risk or requires reconstruction, the sign shall not be reconstructed except in conformity with the provisions of this title.
 - Existing billboards may continue pursuant to 34.309.03(B) provided they meet the requirements found in 34.309.06 of this section. No new billboards shall be permitted under these regulations.
- B. Design elements applicable to all signs
- Vision-clearance area (Figures 3 and 4). No sign or sign structure shall be built to a height of more than two feet above the established curb grade on the part of the lot within a vision clearance zone. The vision clearance zone shall be as defined in Hastings City Code Section 34-305(4)(d).

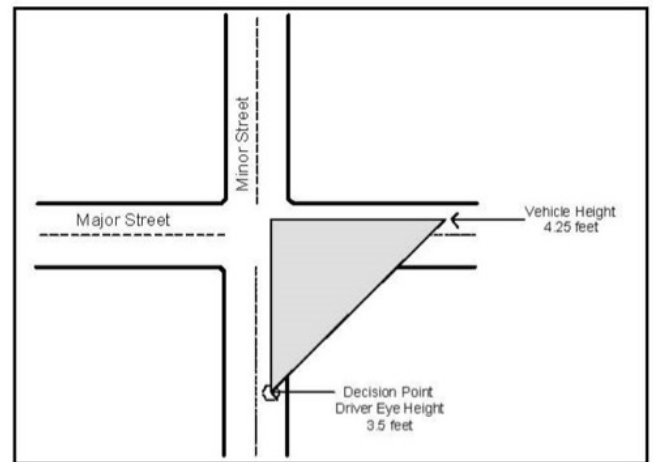


Figure 3: Heights Pertaining to Sight Triangles

Source: National Association of City Transportation Officials

Figure 4: Obstructed and Unobstructed Sight Triangles



No landscaping shall be planted in such area which will materially obstruct the view of drivers approaching the street intersection.

ii. Sign illumination.

a) External illumination. When installed, the light source must be positioned in such a manner that light does not trespass onto an adjoining property or onto a public street or highway, in accordance with the lighting provisions of Section 34-305(5) and the following standards:

1. Signs less than six feet in height may be illuminated from above provided the light fixture is no taller than the top of the sign and fully shielded, or lighted with ground-mounted lights that are fully shielded.
2. Signs more than six feet in height may be illuminated only from above provided the light fixture is no taller than the top of the sign and fully shielded.
3. Wall signs may be illuminated with ground-mounted lights provided the lights are fully shielded.
4. Ground mounted light fixtures shall not be visible from the opposite side of the sign.
5. Light fixture lamps used to externally illuminate a sign shall not be visible from vehicular travel lanes, adjacent public rights-of-way, or adjoining properties.

b) Internal illumination. The average surface illumination of any sign face from dawn to dusk shall not exceed 3.0 foot candles. Additionally, the following internal illumination standards apply:

1. Outdoor internally-illuminated advertising signs must either be constructed with an opaque background and translucent text and symbols, or with a colored background and generally lighter text and symbols.
2. Neon signs shall be treated as internally illuminated signs for the purposes of this Code. Neon lighting extending beyond the area considered to be the sign area shall conform to all lighting provisions of Section 34-305(5).

c) Illumination curfew. Illuminated signs shall be equipped with a sensor, timer or other device to automatically adjust the day/night light intensity levels in accordance with these standards. Night time illumination shall not exceed 0.3 foot candles over ambient lighting conditions.

d) Electronic copy.

1. Electronic copy shall be programmed in a way that no sign shall flash or blink and the image, message or lighting pattern shall hold for a minimum of ten seconds between transitions.
2. The transition from one image or display to the next must be accomplished in two seconds or less; fading, scrolling or dissolving effects may be used.
3. Signs having electronic copy shall not be located within 150 linear feet of a property located within an R-1 Single-Family residential zoning district, or within 150 linear feet of a residence within an A Agriculture, R-1A Single-Family Large Lot Residential, or R-1S Single-Family Suburban Acreage Residential zoning district.
4. Sign animation is not permitted with the following exception: with administrative approval, animation of up to five seconds per minute for a maximum of 50% of the sign face may be permitted when the primary use on a subject property/parcel is one of the following:
 - Indoor entertainment or recreation facility;
 - Performing arts or cultural arts facilities;
 - Public museums;
 - Entertainment venues.

iii. Sign Face.

- a) When a sign is permitted more than one sign face, the angle created by the two faces shall not exceed 15 degrees.
- b) For the purposes of this section, separate faces of a building oriented in the same direction or within 45 degrees of one another are considered part of the same street facade.

C. Maintenance. All signs shall be maintained in a good state of repair, including, but not limited to, the structural components, the lighting, if any, the portion attaching the sign to the ground or structure, and the surface features.

D. Method of Measurement.

- i. Maximum permitted sign area. Maximum permitted sign area is set forth as a numerical limit on the size of an individual sign face.
- ii. Sign Area.
 - a) Sign area includes the entire area within the perimeter enclosing the extreme limits of the sign, excluding any structure essential for support or service of the sign, and architectural elements of the building.

- b) The sign area for ground signs and monument signs is calculated as the area enclosing the extreme limits of copy only (Figure 5).
 - c) In the case of individual letters or unique-shaped emblems mounted to a wall, the area of extreme limits of the copy/shape is considered to be the sign area (Figures 6 and 7).
 - iii. Height. The height of a sign is measured from the average grade level below the sign to the topmost point of the sign or structure (Figure 8).
 - iv. Setback. The setback of a sign is measured from the property line to the line projected to the ground plane of the nearest portion of the sign.
- E. Prohibited signs. The following signs are prohibited in all zoning districts:
- i. Signs or sign structures which resemble, imitate, simulate, or conflict with traffic control signs or devices included in the Manual of Uniform Traffic Control Devices, which otherwise mislead or confuse persons traveling on public streets, which create a traffic hazard, or which violate any of the provisions of Section 60-6,127 or Section 60-6,128 of the Nebraska Rules of the Road or any other applicable State statutes.
 - ii. Signs which create a safety hazard by obstructing the clear view of pedestrians or vehicles, or which obscure official signs or signals.
 - iii. Signs which contain lights, electronic copy or transitions that flash, blink, rotate or are otherwise animated. Illumination levels controlling brightness and minimum required hold time for electronic information

Figure 5: Sign Area

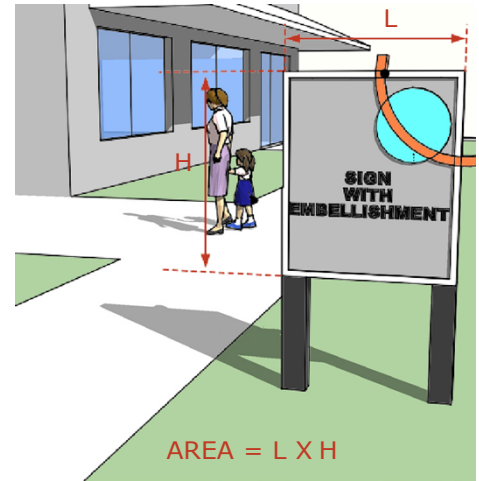


Figure 6: Sign Area (emblems)

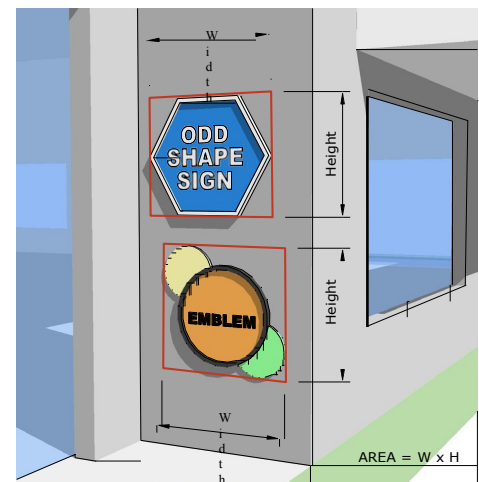


Figure 7: Sign Area (letters)

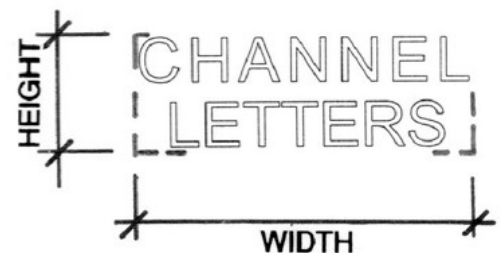
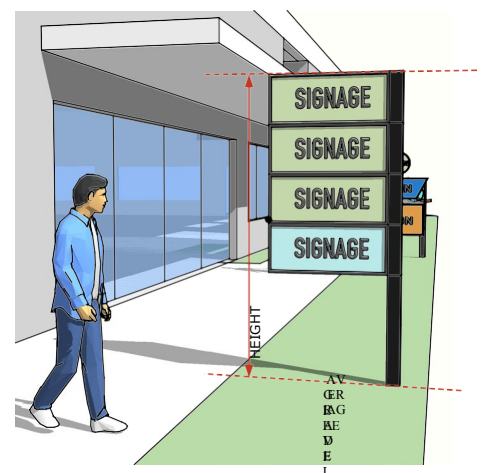


Figure 8: Sign Height



signs shall comply with Section 309 (3)(c)(ii) of this Chapter.

- iv. Signs that move, flutter, rotate or contain parts which move by motorized or similar mechanical means. This prohibition shall not apply to flags which move and flutter with wind.
- v. Roof signs.
- vi. Any vehicular sign, or sign attached to a trailer parked on public or private property, with the exception of the following:
 - a) The primary purpose of such vehicle or trailer is not the display of signs;
 - b) The signs are magnetic, decals or painted upon an integral part of the vehicle or trailer and do not break the silhouette of the vehicle;
 - c) The vehicle or trailer is in operating condition, currently registered and licensed to operate on public streets (where applicable), and actively used or available for use in the daily function of the business to which the sign(s) relate.
- vii. Any animated sign except those permitted in 34.309.03(B)(ii)(d)(4).

Sign Permit Process

A. Applicability.

- i. A sign permit, approved by the Building Official, shall be required before the erection, construction, alteration, placing, or locating of all signs conforming with this title.
- ii. Except as otherwise provided in this Chapter, it shall be unlawful for any person to erect any sign in the City or its two-mile extraterritorial jurisdiction without first obtaining a sign permit for each sign. The regulations set forth in this section shall not be construed to require any permit for a change of copy on any sign, repair or repainting, cleaning and other normal maintenance or repair of a sign or sign structure for which a permit has previously been issued, so long as the sign or sign structure is not modified in any way.

B. Exempt Signs

The following signs shall be allowed without a sign permit and shall not be included in the determination of the type, number, or area of permanent signs allowed within a zoning district, provided such signs comply with the district requirements found in Section 34.309.05 below.

- i. Poster signs.
- ii. Wayfinding signs.
- iii. Building marker signs including addresses and private drive identification.
- iv. Signs erected or required by government agencies or utilities, including street banner

signs, traffic, utility, safety, railroad crossing, and identification or directional signs for public facilities.

- v. Signs inside a building, or other enclosed facility, which are not meant to be viewed from the outside and are located more than three feet from the window.
- vi. Holiday and seasonal decorations.
- vii. Emblems of a religious, civil, philanthropic, historical or educational organization.
- viii. Security and warning signs.
- ix. Flags.
- x. Seed or crop identification signs.

C. Application process.

- i. Plans submittal. A copy of plans and specifications shall be submitted to the Building Official for each sign regulated by this title. Such plans shall include:
 - a) A description and measurement(s) detailing the size of sign face(s) and structural components, including information showing how the proposed sign will meet height, clearance, projection and all other applicable design standards;
 - b) A site plan detailing sign location and showing how the proposed sign will meet all required setbacks;
 - c) A description of the materials to be used and such other data as may be required for the Building Official to determine compliance with this title;
 - d) Information regarding the source of any sign illumination including, but not necessarily limited to, its location, intensity, and color;
 - e) When an electronic message sign is proposed, the plan shall include information disclosing the luminous intensity of the sign for both day and night illumination in accordance with these regulations as well as the viewing interval and transition time; and
 - f) When requested by the Building Official, the applicant shall furnish a certification of the structural integrity of the sign and its installation by a registered professional engineer with specialization in structures.
- ii. Timeline for review. Once a complete application for a sign permit is received, the Building Official shall review and make a determination on the application within 15 working days of receipt.
- iii. Approval, denial, additional information requested. The Building Official shall approve or deny an application for a sign permit based upon compliance with these regulations. The Building Official may request additional information from an applicant to make a determination within the timeframe set forth in Section (ii) above.

- iv. Application fees. Each application for a sign permit shall be accompanied by any applicable fees established by the City Council.
 - v. Appeals. Any person or persons aggrieved by the decision of the Building Official to approve or disapprove a sign permit, as provided by this title, may appeal such decision to the Board of Adjustment as provided by Section 34-701 et seq.
- D. Sign master plan. A master plan is required for properties located within an AHD, PD, CMP or AP district. The master plan shall identify all proposed signage on a parcel in the manner set forth under 34.309.04(C)(i) above and include the anticipated timeline for installation. A sign master plan shall not permit sign types not otherwise allowed in the underlying district.

Sign Type and District Requirements.

A. District requirements.

- i. Sign types permitted by district are described below. For non-residential uses allowed in a residential district, permitted sign types are required to comply with the all applicable design standards set forth in 34.309.05(B):

SIGN TYPE	DISTRICTS PERMITTED																	
	AG	RESIDENTIAL						COMMERCIAL				INDUS-TRIAL		SPECIAL				
	A	R-1	R-1A	R-1S	R-2	R-3	R-4	C-O	C-1	C-2	C-3	I-1	I-2	CMP	PD	FD	AP	AHD
Monument	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	Signs associated with underlying zoning district as permitted	X
Pole	X							X	X	X	X	X	X	X	X	X		
Banner	X					X	X	X	X	X	X				X	X		X
Canopy/awning	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X
Marquee									X	X	X					X		
Billboard	X										X	X	X	X	X			
Wall	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X
Flag	X	X	X	X	X	X	X	X	X	X	X				X	X		X
Iconic/historic	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X
Window	X	X	X	X	X	X	X	X	X	X	X				X	X		X
Hanging	X	X	X	X	X	X	X	X	X	X					X	X		X
Projecting	X							X	X	X					X	X		X
Portable	X										X	X	X	X	X	X		
Poster	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X
Drive-thru								X	X	X	X					X		X
Wayfinding	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X
Ground	X							X	X	X	X	X	X	X	X	X		X
Building Marker	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X
Sidewalk							X	X	X	X	X			X	X	X		X
Street Banner	X	X	X	X	X	X	X	X	X	X	X			X	X	X		X
Electronic Message										X	X	X	X	X	X	X		

- ii. Number of signs permitted by premise. The following table identifies the number of total signs allowed on any single property. Signage may include any combination of types of signs permitted within the district, but the total number of signs on a property shall not exceed the number below.

DISTRICT TYPE	TOTAL # SIGNS ALLOWED
Agriculture	3 per lot (under 5 AC) or 2 per 100 linear ft. (over 5 AC)
Residential	4
Commercial	5
Industrial	5
Special	Determined by Master Plan

- iii. Pole and monument sign dimensions. Size or height bonus may be granted at the Director's discretion for co-located signs, but may not exceed 20% of the base values.

Pole Signs

Lot Frontage (linear ft.)							Maximum Height (ft.)	Maximum Area per face (sq. ft.)
0'	50'	100'	150'	200'	250'	300'		
							35'	250'
							25'	200'
							15'	150'

Monument Signs

Zoning District								Maximum Height (ft.)	Maximum Area per face (sq. ft.)
A	R	C-O	C-1	C-2	C-3	I-1	I-2		
								12'	192'
								8'	96'
								6'8"	48'

B. Design standards.

Sign Type	Maximum Number Allowed	Max. # of Sign Faces	Maximum Height (ft.)	Minimum Clearance (ft.)	Maximum Projection (ft.)	Maximum Area per face (sq. ft.)	Min. Setback (Ft.)	
							Right-of-Way (ROW)	Project Boundary or Property Line
Banner	1 per frontage	1	6 ft.*	6'8"	N/A	32 sq. ft.	N/A	N/A
	Notes: A banner sign is intended to be temporary in nature and used as an interim measure for a) new businesses awaiting permanent sign approval or b) additional signage announcing an event or activity. Banners falling into category (a) are allowed on premise for up to 90 days; banners falling into category (b) are allowed on premise for up to 30 days, 4 times per year. *Applies to height of a ground-mounted banner sign.							
Billboard	2 per mile*	2	35 ft.	12 ft.	N/A	378 sq. ft.	25 ft.**	25 ft.
	Notes: *Measured section line to section line, regardless which side of the road the billboard is on. ** No part of a billboard shall extend more than 5 ft. into the setback from a public right-of-way line. Existing billboards shall be regulated according to provisions found in Section 34.610 regarding legal non-conforming signs. New billboards are prohibited.							
Blade	3 signs per frontage	2	15 ft.	N/A	N/A	32 sq. ft.	Setback shall be equal to the height of the sign wherever possible.	
	Notes: Signs should be securely anchored into the ground or secured in a portable base designed for such function. Blade signs may be allowed on premise for up to 30 days, 4 times per year.							
Building Marker	1 per frontage	1	N/A	N/A	6 in.	10 sq. ft.	N/A	N/A
	Notes: None							
Canopy/Awning	2 per canopy/awning	2	12 ft.**	6'8"	6 ft.*	10 sq. ft. (canopy)/20% (awning) of copy per face	May extend into setback.	
	Notes: *Maximum projection does not apply when canopy is freestanding, such as at a service station. **For freestanding canopies the maximum height is 18 ft.							
Creative Sign	1 per lot	N/A	N/A	N/A	N/A	N/A	Setback shall meet the requirements of the district.	
	Requires review and approval by the City Council following the process set forth in 34.309.06(D).							
Drive-thru	2 per lane	1	12 ft.	12 ft.*	12 in.**	36 sq. ft.	N/A	N/A
	Notes: *Minimum clearance only applies to drive-thru signs spanning a lane; signs placed adjacent to lanes have no minimum clearance requirement. **Maximum prejection only applies to drive through signs placed adjacent to lanes.							
Electronic Message	See notes	See notes	See notes	See notes	See notes	See notes	See notes	See notes
	Notes: Follow district requirements and design standards pursuant to pole or monument signs, and all other applicable guidance found within these regulations.							
Flag	1 per frontage	2	30 ft.*	6'8"	6 ft.	15 sq. ft.	N/A	N/A
	Notes: *Height restriction applies to freestanding poles; flags attached to a building or structure shall not extend higher than 12 ft.							
Ground	1 per parcel	1	12 in.	N/A	N/A	10 sq. ft.	N/A	N/A
	Notes: None							
Hanging	1 sign per public entrance	2	12 ft.	6'8"	N/A	10 sq. ft.	N/A	N/A
	Notes: Hanging signs shall be suspended from the underside of a structure, such as a canopy or marquee.							
Iconic/Historic	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Notes: Requires a recommendation from the Adams County Historical Society, review and approval by the planning commission following the procedure and criteria outlined in Section 34.309.06 B and D(i).							
Marquee	2 per marquee	2	15 ft.	12 ft.	5 ft.	10 sq. ft. /face	5 ft.	3 ft.
	Notes: None							
Monument	1 per frontage	2	See notes*	N/A*	N/A	See notes*	5 ft.	5 ft.
	Notes: See chart for lot frontage, height, and area. *Maximum clearance permitted is 12 in. measured between ground and bottom of sign, if supported by a frame or structure.							
Pole	1 per frontage	2	See notes*	6'8"	N/A	See notes*	5 ft.	5 ft.
	Notes: See chart for lot frontage, height, and area.							
Poster	N/A	2	3 ft.	N/A	N/A	8 sq. ft.*	5 ft.	3 ft.
	Notes: Signs shall be temporary and allowed on premise for up to 30 days, 4 times per year. *Maximum sign area is 4 sq. ft. in residential and agricultural districts							
Projecting	1 per public entrance	2	12 ft.	6'8"	4 ft.	10 sq. ft.	N/A	N/A
	Notes: None							
Sidewalk	1 per business	2	5 ft.	N/A	N/A	15 sq. ft.	N/A	N/A
	Notes: Signs must be placed to accommodate a minimum 5-foot pedestrian clear zone on the sidewalk. Sidewalk signs are not permitted if there is no sidewalk. Signs may only be displayed during business hours.							
Street Banner	N/A	2	24 ft.	18 ft.	N/A	144 sq. ft.	N/A	N/A
	Notes: A street banner may be permitted temporarily for up to 15 consecutive days per event.							
Wall	1 per frontage	1	N/A	N/A	12 in.	See notes*	N/A	N/A
	Notes: Wall signs shall be attached to a wall and shall not extend above the parapet or eave of the building. Wall signs shall be of non-combustible materials, unless the building is constructed as a Type II-B building, as defined in the building code adopted by the City of Hastings, except that sign faces may be of combustible plastics. *Maximum sign area is limited to 6 sq. ft. in all residential districts, 50 sf in C-O, 60 sf in C-1, 10% of building facade in A, and 20% in C-2 through I-2 inclusive.							
Wayfinding	1 per access; 1 per critical decision point	2	3 ft.	6'8"	3 ft.	6 sq. ft.	N/A	N/A
	Notes: None							
Window	1 sign per window pane	1	N/A	N/A	N/A	30% coverage of total window area	N/A	N/A
	Notes: Limited to the first floor of any building. Signs must be of a permanent nature, otherwise they will be regulated as a poster sign (see above).							

Special Provisions.

- A. Billboards. Existing billboards are permitted as legal nonconforming signs in Districts AG, C-3, I-1 and I-2 provided that no billboard is located:
 - i. Within 300' of any residential zoning district;
 - ii. Within 150' from the right-of-way line of any road intersection measured in any direction from the right-of-way line;
 - iii. Within 250' from the right-of-way line of any road intersection measured in any direction from the right-of-way line provided this restriction shall not apply to the intersection of frontage roads with state highways;
 - iv. Within a 750' radius of another billboard, or within a 1,500' radius of another billboard in the extra-territorial jurisdiction;
 - v. Within 500' of the property line of: a National Register historic site/district boundary; school; church; hospital; care facility; cemetery; public building, park or playground or within 1,000' of these same property boundaries in the extra-territorial jurisdiction; and
 - vi. No existing billboard is allowed when a property zoned Agriculture, Residential, C-O, C-1 or C-2 is located between the billboard and the roadway to which the billboard is oriented.
- B. Iconic and Historic signs. City Council may declare that an existing sign makes a significant artistic or historic contribution to the community or neighborhood in which it is located. This declaration, which may be made only at the request of the owner or lessee of the sign, entitles its owner or lessee to continue using the sign subject to the maintenance requirements of this section.
- C. Temporary signs.
 - i. Temporary signs are intended to be removed or replaced within a period of six consecutive months or less.
 - ii. All temporary signs shall be maintained in sound condition. Any sign that exhibits deterioration of structure or materials may be removed subject to the provisions of this section.
 - iii. The Director of Development Services and his/her authorized officers shall order the correction or removal of any sign in violation of the provisions of this section following the notice of violation process established in these regulations.
 - iv. Any sign placed on, in, or over any public property, including public right-of-way and easements, without the written consent of the public authority having jurisdiction over the property, shall be subject to removal and forfeit without notice.
 - v. All temporary signs associated with a date or time-specific event shall be removed within 48 hours of the end of the event.

- vi. A single applicant may apply for a blanket authorization for temporary signs which will be in effect for six months or until the end of a specified event, and may be renewed.
- D. Creative Sign Program. The purpose of the Creative Sign Program are to encourage signs of unique design that exhibit a high degree of thoughtfulness, imagination, inventiveness, spirit and sense of place; and provide a process for the application of sign regulations in ways that will allow creatively designed signs that make a positive visual contribution to the overall image of the City.
 - i. Application, Review and Approval Process.
 - a) A creative sign application will be processed in accordance with the process for a Conditional Use Permit.
 - b) The application shall include all information and materials required by the department. In addition to applicable criteria required for review as a conditional use, the applicant shall narrate and sufficiently demonstrate how the proposed creative sign would contribute the following:
 - 1. A substantial aesthetic improvement to the site;
 - 2. A positive visual impact on the surrounding area by enhancing the character of the building and site;
 - 3. Unique design exhibiting a high degree of thoughtfulness, imagination, inventiveness, and spirit; and
 - 4. Strong visual character through the imaginative use of graphics, color, texture, quality materials, scale, and proportion.
 - c) The applicant shall also demonstrate how the sign contains at least one of the following contextual elements:
 - 1. Creative image reflecting current or historic character of the city;
 - 2. Symbols or imagery relating to the use of the property; or
 - 3. Inventive representation of the use, name, logo, structure, or business.
 - d) Architectural Criteria. The sign shall utilize or enhance the architectural elements of the building; and be placed in a logical location in relation to the overall composition of the building's façade or surrounding structures or uses, not covering any key architectural features.

ORDINANCE NO. 4584

AN ORDINANCE OF THE CITY OF HASTINGS, NEBRASKA, TO AMEND SECTION 34-309, 34-309.01, 34-309.02, 34-309.03, 34-309.04, AND 34-309.05; TO REPEAL SECTION 34-309.06 OF THE OFFICIAL CITY CODE DEALING WITH SIGNS; TO REPEAL ANY ORDINANCE IN CONFLICT HEREWITH; AND TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

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

SECTION 1. That Section 34-309, 34-309.01, 34-309.02, 34-309.03, 34-309.04, and 34-309.05 of the Official City Code be and the same amended to read as shown on the attached Exhibit “1”.

SECTION 2. That Section 34-309.06 of the Official City Code be and the same is hereby repealed.

SECTION 3. That any ordinance passed and approved prior to the passage of this ordinance, and in conflict with its provisions, is hereby repealed.

SECTION 3. This ordinance shall take effect and be in full force from and after its passage, approval and publication in pamphlet form, said effective date being the ____ day of _____, 2019, 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 _____, 2019.

ATTEST:

Mayor

City Clerk

(S E A L)

APPROVED TO FORM:

City Attorney

EXHIBIT “1”

34.309. Signs; purpose and applicability.

- A. Purpose. The purpose of this section of the City of Hastings Zoning Code is to:
 - i. Provide for accurate identification, information, and advertisement in an orderly manner;
 - ii. Improve the visual quality, integrity, and safety of gateways and corridors within Hastings as well as neighborhoods adjacent to these areas; and
 - iii. Preserve the character and integrity of the overall community through the regulation of location, size, and design of signs within the City’s jurisdiction.
- B. Applicability.
 - i. A sign or any part of a sign erected within the zoning jurisdiction of the City of Hastings must comply with the provisions of this chapter, other relevant provisions of the City of Hastings’ Municipal Code, and applicable building codes.
 - ii. Conflicting regulations. This chapter is not meant to repeal or interfere with enforcement of other sections of the City of Hastings’ Municipal Code. In cases of conflict between code sections, state, or federal regulations, the more restrictive regulation(s) shall apply.

34-309.01. Definitions.

The following definitions shall be used for words and terms contained in this chapter that are not otherwise defined in the Hastings City Code including the Comprehensive Land Use Plan. Definitions of specific sign types referenced in this code are found under the general definition of “Sign Type” below.

- A. *Abandoned Sign*: A sign, including sign face and supporting structure, which contains no sign copy on all sign faces for a continuous period of six months or is located on a site where a business, profession, or service is no longer operating.
- B. *Auxiliary Design Elements*: A term which describes secondary characteristics of a sign including its method of illumination and other features within the bounds of its basic shape.
- C. *City of Hastings Outdoor Advertising Sign Registry*: A list of all outdoor advertising signs that is maintained by the Building Services Division detailing location, ownership, and size of all billboard signs.
- D. *Clearance (Figure 1)*: The distance from the bottom of a sign face and the grade below.



Figure 1: Sign Clearance

Figure 2: Double-faced Sign



- E. *Detached Sign*: A sign which is self-supporting and structurally independent from any building.
- F. *Double-Faced Sign (Figure 2)*: A sign consisting of no more than two parallel or near parallel faces supported by a single structure. Typically, double-faced signs are meant to be viewed from two opposite directions of travel.
- G. *Flashing Sign*: A sign which has a lighting source or lighting element that periodically illuminates or is not maintained stationary or constant in intensity or color at all times when the sign is in use, usually in a manner intended to draw the attention of the viewer.
- H. *Footcandle*: a unit of measurement for a total amount of light cast on a surface (illumination). One footcandle is equivalent to the illuminance produced by a source of one candle at a distance of one foot. Vertical footcandle is the measurement on a vertical surface. Horizontal footcandle is a measurement on a horizontal surface.
- I. *Frontage*: The length of a property line of any one premises abutting and parallel to a public street, private way, or court.
- J. *Illuminance*: The amount of luminous flux per unit area in the English system, equal to one lumen per square foot, and measured in foot candles. The metric system uses the lux. One footcandle equals approximately 0.1 (0.093) lux.
- K. *Illumination*: Lighting sources installed for the primary purpose of lighting a specific sign or group of signs.
- L. *Lumen*: A derived unit of luminous flux equal to the amount of light emitted per second in a unit solid angle of one steradian from a uniform source of one candela.
- M. *Marquee*: A permanent roofed structure attached to and supported by a building and extending over public right-of-way.
- N. *Maximum Permitted Sign Area*: The maximum permitted area of a single sign or sign type allowed on a specific property.
- O. *Moving Sign*: A sign which conveys its message through rotating, changing, or animated elements.
- P. *Nonconforming Sign, Legal*: A sign that was legally erected prior to the adoption of this chapter but which violates the regulations of this chapter.
- Q. *Nonconforming Sign, Illegal*: A sign that was illegally erected after the adoption of this chapter or which violates the regulations of this chapter.
- R. *Numeric Display Signs*: On-premise signs which display numeric information only, such as

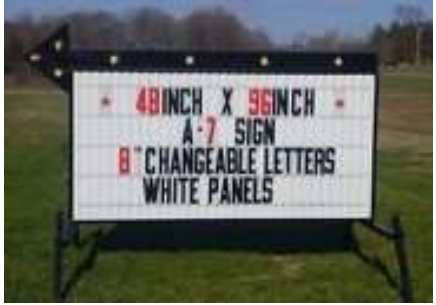
temperature displays and fuel price displays. The numeric information may be changed electronically or manually.

- S. *Premises*: A tract of one or more lots or sites which are contiguous and under common ownership or control.
- T. *Sign*: A symbolic, visual device fixed upon a building, vehicle, structure, or parcel of land which is intended to convey information.
- U. *Sign Type*: A functional description of the use of an individual sign. Specific sign types are described below:

Type and Definition	Category	Example
i. <i>Banner Sign</i> - A temporary sign composed of lightweight material; often used in a non-permanent setting such as to announce a grand opening, sale, or special event.	Temporary; may be attached or freestanding	
ii. <i>Billboard Sign</i> - A larger than normal pole sign directing attention to services, products, or information whether or not related to a use or occupant on the same property.	Freestanding sign	
iii. <i>Blade Sign</i> - A temporary sign available in numerous shapes and sizes but typically in the shape of a feather, teardrop, or rectangular flag.	Temporary, portable sign	
iv. <i>Building Marker Sign</i> - A plaque or sign board attached to, carved into, or painted on a building face identifying the building, commemorating an event, or providing information to pedestrians on the property.	Integral sign or attached sign	
		

Type and Definition	Category	Example
v. <i>Canopy/Awning Sign</i> - A sign painted on, woven in, or attached to a canopy or awning. Canopies and awnings are roof-like covers that project from the wall of a building providing cover over a door, window, or patio or, in the case of canopies, are freestanding for the purposes of shielding from the elements such as over a service station island or sidewalk. Canopies and awnings may be made of fabric, plastic, or metal. The terms canopy and awning signs do not include marquee signs.	Attached sign	
vi. <i>Drive-thru Sign</i> - A permanent sign, whether attached or freestanding, that provides information on products or services or otherwise facilitates a business transaction at a drive-thru service location.	Attached or freestanding sign	
vii. <i>Electronic Message Sign</i> - A sign that uses computer-generated messages or some other means of changing the words or message. These signs also include lamps, LEDs, LCDs, or flipper matrix.	Attached or freestanding sign	
viii. <i>Flag Sign</i> - Signs emblazoned on any type of flag intended to be displayed in a free-flowing manner.	Temporary; may be attached or freestanding	

Type and Definition	Category	Example
ix. <i>Ground Sign</i> - A sign created or painted directly on the ground, including rocks, without a man-made support structure.	Integral sign	
		
x. <i>Hanging Sign</i> - A hanging sign is wholly dependent upon a canopy, arcade, or building projection located above a pedestrian walkway to which it is attached.	Attached sign	
xi. <i>Iconic/Historic Sign</i> - A sign that has been designated by the City Council as a historic feature or landmark of a building or the community, or one that has become so important to the community that it is valued long after its role as a commercial marker has ceased.	Attached or free-standing sign	
		
xii. <i>Marquee Sign</i> - A permanent canopy projecting over an entrance that is often illuminated and ornate and which incorporates a permanent large changeable message center.	Attached sign	

Type and Definition	Category	Example
<i>xiii. Monument Sign</i> - Any permanent freestanding sign that is detached from a building or structure and sits on the ground on a solid-appearing base with no exposed structural supports.	Freestanding sign	
<i>xiv. Pole Sign</i> - A freestanding sign visibly supported by one or more poles that are placed on or anchored permanently in the ground or other surface independent from any building or other structure.	Freestanding sign	
<i>xv. Portable Sign</i> - A freestanding and self-supporting moveable sign normally placed near a public street.	Temporary freestanding sign	
<i>xvi. Poster Sign</i> - A type of portable sign mounted on stakes or spikes intended to be stuck into the ground and used as a freestanding temporary sign.	Temporary freestanding sign	
<i>xvii. Projecting Sign</i> - A sign that is wholly or partly dependent upon a building for support and that projects at an angle away from the building so that the leading edge extends more than six inches beyond the building wall.	Attached sign	

Type and Definition	Category	Example
xviii. <i>Roof Sign</i> – A building-mounted sign erected upon or completely over the roof of a building or extending above a parapet or cornice	Attached sign	
		
xix. <i>Sidewalk Sign</i> - A free-standing and self-supporting moveable sign designed to be displayed on a sidewalk or area outside of and adjacent to a place of business and oriented towards pedestrians and slow-moving traffic.	Portable, temporary, freestanding sign	
xx. <i>Street Banner Sign</i> – A temporary banner sign installed by the city over a public street.	Freestanding sign	
xxi. <i>Vehicular Sign</i> - A sign affixed to a vehicle in such a manner that the sign is used primarily as a stationary advertisement for the business on which the vehicle sits and the sign is not otherwise incidental to the vehicle's primary purpose.	Temporary, portable sign	
		

Type and Definition	Category	Example
xxii. <i>Wall Sign</i> - A building-mounted sign attached to, displayed, or painted on an exterior wall in a manner parallel with the wall surface, which does not project more than 16 inches from the wall surface.	Attached sign	
		
xxiii. <i>Wayfinding Sign</i> - A type of sign that allows users to find their way, using information provided along the travel path.	Attached or free-standing sign	
		
xxiv. <i>Window Sign</i> - A sign that is painted on, attached to, or suspended directly behind or in front of a window or the glass portion of a door.	Attached sign, temporary sign	
Sign Category Definitions		
xxv. <i>Attached Sign</i> – a sign that is physically attached to a building.		
xxvi. <i>Freestanding Sign</i> – a sign that is detached from a building and has a support structure made of permanent material.		
xxvii. <i>Integral Sign</i> – a type of sign created from the material or made a part of the building or structure to which it is attached.		
xxviii. <i>Portable Sign</i> – A freestanding and self-supporting moveable sign normally placed near a public street.		

Type and Definition	Category	Example
xxix. <i>Temporary Sign</i> – any sign not permanently affixed or attached to a building, structure or the ground that can be moved or removed without special handling.		

- V. *Street Facade*: Any separate external face of a building, including parapet walls and omitted wall lines, oriented to and facing a public street, a private street, or court (excluding alleys).

Section 34-309.02. General Regulations.

- A. Nonconforming Signs. A legal nonconforming sign, so long as it remains lawful, may continue to be used subject to the following provisions:
- No such sign may be enlarged or altered in a way which increases its nonconformity; however, reasonable repairs and alterations may be permitted.
 - Should 50% or more of any sign face be damaged or destroyed, or the sign structure compromised in a manner that poses a health and safety risk or requires reconstruction, the sign shall not be reconstructed except in conformity with the provisions of this title.
 - Existing billboards may continue pursuant to 34.309.03(B) provided they meet the requirements found in 34.309.06 of this section. No new billboards shall be permitted under these regulations.
- B. Design elements applicable to all signs
- Vision-clearance area (Figures 3 and 4). No sign or sign structure shall be built to a height of more than two feet above the established curb grade on the part of the lot within a vision clearance zone. The vision clearance zone shall be as defined in Hastings City Code Section 34-305(4)(d).

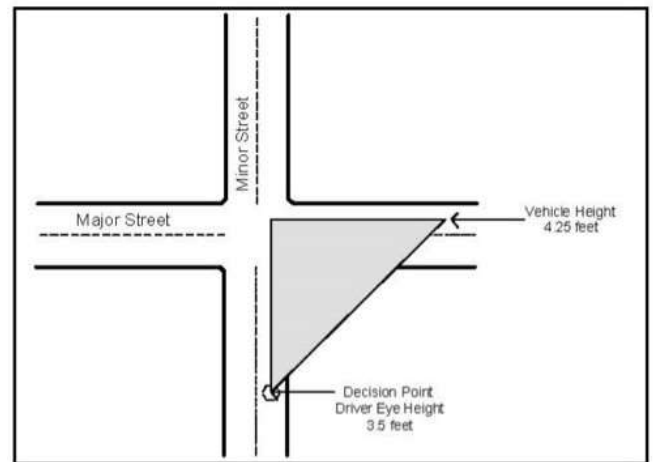


Figure 3: Heights Pertaining to Sight Triangles

Source: National Association of City Transportation Officials

Figure 4: Obstructed and Unobstructed Sight Triangles



No landscaping shall be planted in such area which will materially obstruct the view of drivers approaching the street intersection.

ii. Sign illumination.

a) External illumination. When installed, the light source must be positioned in such a manner that light does not trespass onto an adjoining property or onto a public street or highway, in accordance with the lighting provisions of Section 34-305(5) and the following standards:

1. Signs less than six feet in height may be illuminated from above provided the light fixture is no taller than the top of the sign and fully shielded, or lighted with ground-mounted lights that are fully shielded.
2. Signs more than six feet in height may be illuminated only from above provided the light fixture is no taller than the top of the sign and fully shielded.
3. Wall signs may be illuminated with ground-mounted lights provided the lights are fully shielded.
4. Ground mounted light fixtures shall not be visible from the opposite side of the sign.
5. Light fixture lamps used to externally illuminate a sign shall not be visible from vehicular travel lanes, adjacent public rights-of-way, or adjoining properties.

b) Internal illumination. The average surface illumination of any sign face from dawn to dusk shall not exceed 3.0 foot candles. Additionally, the following internal illumination standards apply:

1. Outdoor internally-illuminated advertising signs must either be constructed with an opaque background and translucent text and symbols, or with a colored (not white, off-white, light gray, cream or yellow) background and generally lighter text and symbols.
2. Neon signs shall be treated as internally illuminated signs for the purposes of this Code. Neon lighting extending beyond the area considered to be the sign area shall conform to all lighting provisions of Section 34-305(5).

c) Illumination curfew. Illuminated signs shall be equipped with a sensor, timer or other device to automatically adjust the day/night light intensity levels in accordance with these standards. Night time illumination shall not exceed 0.3 foot candles over ambient lighting conditions.

d) Electronic copy.

1. Electronic copy shall be programmed in a way that no sign shall flash or blink and the image, message or lighting pattern shall hold for a minimum of ten seconds between transitions.
2. The transition from one image or display to the next must be accomplished in two seconds or less; fading, scrolling or dissolving effects may be used.
3. Signs having electronic copy shall not be located within 150 linear feet of a property located within an R-1 Single-Family residential zoning district, or within 150 linear feet of a residence within an A Agriculture, R-1A Single-Family Large Lot Residential, or R-1S Single-Family Suburban Acreage Residential zoning district.
4. Sign animation is not permitted with the following exception: with administrative approval, animation of up to five seconds per minute for a maximum of 50% of the sign face may be permitted when the primary use on a subject property/parcel is one of the following:
 - Indoor entertainment or recreation facility;
 - Performing arts or cultural arts facilities;
 - Public museums;
 - Entertainment venues.

iii. Sign Face.

- a) When a sign is permitted more than one sign face, the angle created by the two faces shall not exceed 15 degrees.
- b) For the purposes of this section, separate faces of a building oriented in the same direction or within 45 degrees of one another are considered part of the same street facade.

C. Maintenance. All signs shall be maintained in a good state of repair, including, but not limited to, the structural components, the lighting, if any, the portion attaching the sign to the ground or structure, and the surface features.

D. Method of Measurement.

- i. Maximum permitted sign area. Maximum permitted sign area is set forth as a numerical limit on the size of an individual sign face.
- ii. Sign Area.
 - a) Sign area includes the entire area within the perimeter enclosing the extreme limits of the sign, excluding any structure essential for support or service of the sign, and architectural elements of the building.

- b) The sign area for ground signs and monument signs is calculated as the area enclosing the extreme limits of copy only (Figure 5).
 - c) In the case of individual letters or unique-shaped emblems mounted to a wall, the area of extreme limits of the copy/shape is considered to be the sign area (Figures 6 and 7).
 - iii. Height. The height of a sign is measured from the average grade level below the sign to the topmost point of the sign or structure (Figure 8).
 - iv. Setback. The setback of a sign is measured from the property line to the line projected to the ground plane of the nearest portion of the sign.
- E. Prohibited signs. The following signs are prohibited in all zoning districts:
- i. Signs or sign structures which resemble, imitate, simulate, or conflict with traffic control signs or devices included in the Manual of Uniform Traffic Control Devices, which otherwise mislead or confuse persons traveling on public streets, which create a traffic hazard, or which violate any of the provisions of Section 60-6,127 or Section 60-6,128 of the Nebraska Rules of the Road or any other applicable State statutes.
 - ii. Signs which create a safety hazard by obstructing the clear view of pedestrians or vehicles, or which obscure official signs or signals.
 - iii. Signs which contain lights, electronic copy or transitions that flash, blink, rotate or are otherwise animated. Illumination levels controlling brightness and minimum required hold time for electronic information

Figure 5: Sign Area

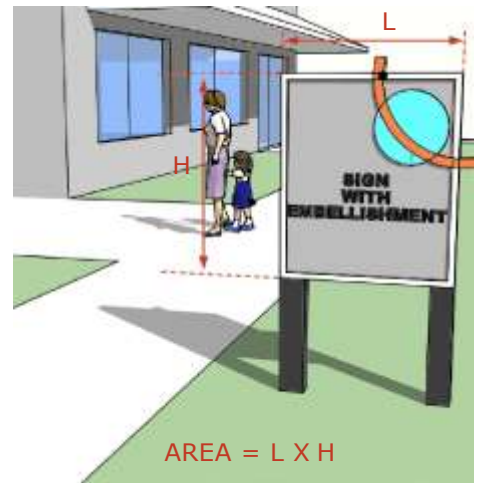


Figure 6: Sign Area (emblems)

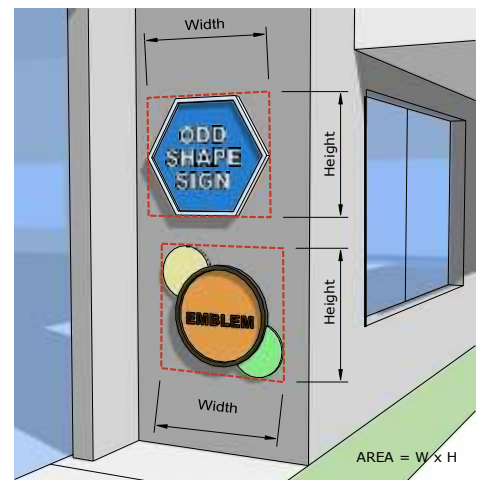
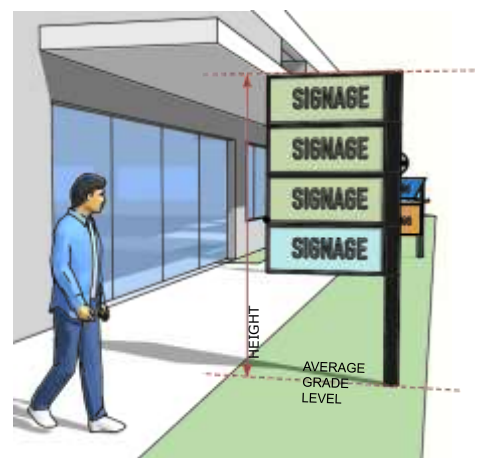


Figure 7: Sign Area (letters)



Figure 8: Sign Height



signs shall comply with Section 309 (3)(c)(ii) of this Chapter.

- iv. Signs that move, flutter, rotate or contain parts which move by motorized or similar mechanical means. This prohibition shall not apply to flags which move and flutter with wind.
- v. Roof signs.
- vi. Any vehicular sign, or sign attached to a trailer parked on public or private property, with the exception of the following:
 - a) The primary purpose of such vehicle or trailer is not the display of signs;
 - b) The signs are magnetic, decals or painted upon an integral part of the vehicle or trailer and do not break the silhouette of the vehicle;
 - c) The vehicle or trailer is in operating condition, currently registered and licensed to operate on public streets (where applicable), and actively used or available for use in the daily function of the business to which the sign(s) relate.
- vii. Any animated sign except those permitted in 34.309.03(B)(ii)(d)(4).

34-309.03. Sign Permit Process

A. Applicability.

- i. A sign permit, approved by the Building Official, shall be required before the erection, construction, alteration, placing, or locating of all signs conforming with this title.
- ii. Except as otherwise provided in this Chapter, it shall be unlawful for any person to erect any sign in the City or its two-mile extraterritorial jurisdiction without first obtaining a sign permit for each sign. The regulations set forth in this section shall not be construed to require any permit for a change of copy on any sign, repair or repainting, cleaning and other normal maintenance or repair of a sign or sign structure for which a permit has previously been issued, so long as the sign or sign structure is not modified in any way.

B. Exempt Signs

The following signs shall be allowed without a sign permit and shall not be included in the determination of the type, number, or area of permanent signs allowed within a zoning district, provided such signs comply with the district requirements found in Section 34.309.05 below.

- i. Poster signs.
- ii. Wayfinding signs.
- iii. Building marker signs including addresses and private drive identification.
- iv. Signs erected or required by government agencies or utilities, including street banner

signs, traffic, utility, safety, railroad crossing, and identification or directional signs for public facilities.

- v. Signs inside a building, or other enclosed facility, which are not meant to be viewed from the outside and are located more than three feet from the window.
- vi. Holiday and seasonal decorations.
- vii. Emblems of a religious, civil, philanthropic, historical or educational organization.
- viii. Security and warning signs, not to exceed two per property.
- ix. Flags.
- x. Seed or crop identification signs.

C. Application process.

- i. Plans submittal. A copy of plans and specifications shall be submitted to the Building Official for each sign regulated by this title. Such plans shall include:
 - a) A description and measurement(s) detailing the size of sign face(s) and structural components, including information showing how the proposed sign will meet height, clearance, projection and all other applicable design standards;
 - b) A site plan detailing sign location and showing how the proposed sign will meet all required setbacks;
 - c) A description of the materials to be used and such other data as may be required for the Building Official to determine compliance with this title;
 - d) Information regarding the source of any sign illumination including, but not necessarily limited to, its location, intensity, and color;
 - e) When an electronic message sign is proposed, the plan shall include information disclosing the luminous intensity of the sign for both day and night illumination in accordance with these regulations as well as the viewing interval and transition time; and
 - f) When requested by the Building Official, the applicant shall furnish a certification of the structural integrity of the sign and its installation by a registered professional engineer with specialization in structures.
- ii. Timeline for review. Once a complete application for a sign permit is received, the Building Official shall review and make a determination on the application within 15 working days of receipt.
- iii. Approval, denial, additional information requested. The Building Official shall approve or deny an application for a sign permit based upon compliance with these regulations. The Building Official may request additional information from an applicant to make a determination within the timeframe set forth in Section (ii) above.

- iv. Application fees. Each application for a sign permit shall be accompanied by any applicable fees established by the City Council.
 - v. Appeals. Any person or persons aggrieved by the decision of the Building Official to approve or disapprove a sign permit, as provided by this title, may appeal such decision to the Board of Adjustment as provided by Section 34-701 et seq.
- D. Sign master plan. A master plan is required for properties located within an AHD, PD, CMP or AP district. The master plan shall identify all proposed signage on a parcel in the manner set forth under 34.309.04(C)(i) above and include the anticipated timeline for installation. A sign master plan shall not permit sign types not otherwise allowed in the underlying district.

34-309.04. Sign Type and District Requirements.

A. District requirements.

- i. Sign types permitted by district are described below. For non-residential uses allowed in a residential district, permitted sign types are required to comply with the all applicable design standards set forth in 34.309.05(B):

SIGN TYPE	DISTRICTS PERMITTED																	
	AG	RESIDENTIAL						COMMERCIAL				INDUS-TRIAL		SPECIAL				
	A	R-1	R-1A	R-1S	R-2	R-3	R-4	C-O	C-1	C-2	C-3	I-1	I-2	CMP	PD	FD	AP	AHD
Monument	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	Signs associated with underlying zoning district as permitted	X
Pole	X							X	X	X	X	X	X	X	X	X		
Banner	X					X	X	X	X	X	X				X	X		X
Canopy/awning	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X
Marquee									X	X	X					X		
Billboard	X										X	X	X	X	X			
Wall	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X
Flag	X	X	X	X	X	X	X	X	X	X	X				X	X		X
Iconic/historic	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X
Window	X	X	X	X	X	X	X	X	X	X	X				X	X		X
Hanging	X	X	X	X	X	X	X	X	X	X					X	X		X
Projecting	X							X	X	X					X	X		X
Portable	X										X	X	X	X	X	X		
Poster	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X
Drive-thru								X	X	X	X					X		X
Wayfinding	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X
Ground	X							X	X	X	X	X	X	X	X	X		X
Building Marker	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X
Sidewalk							X	X	X	X	X			X	X	X		X
Street Banner	X	X	X	X	X	X	X	X	X	X	X			X	X	X		X
Electronic Message										X	X	X	X	X	X	X		

- ii. Number of signs permitted by premise. The following table identifies the number of total signs allowed on any single property. Signage may include any combination of types of signs permitted within the district, but the total number of signs on a property shall not exceed the number below.

DISTRICT TYPE	TOTAL # SIGNS ALLOWED
Agriculture	3 per lot (under 5 AC) or 2 per 100 linear ft. (over 5 AC)
Residential	4
Commercial	5
Industrial	5
Special	Determined by Master Plan

- iii. Pole and monument sign dimensions.

Pole Signs

Lot Frontage (linear ft.)							Maximum Height (ft.)	Maximum Area per face (sq. ft.)
0'	50'	100'	150'	200'	250'	300'		
							35'	250'
							25'	200'
							15'	150'

Monument Signs

Zoning District								Maximum Height (ft.)	Maximum Area per face (sq. ft.)
A	R	C-O	C-1	C-2	C-3	I-1	I-2		
								12'	192'
								8'	96'
								6'8"	48'

B. Design standards.

Sign Type	Maximum Number Allowed	Max. # of Sign Faces	Maximum Height (ft.)	Minimum Clearance (ft.)	Maximum Projection (ft.)	Maximum Area per face (sq. ft.)	Min. Setback (Ft.)	
							Right-of-Way (ROW)	Project Boundary or Property Line
Banner	1 per frontage	1	6 ft.*	6'8"	N/A	32 sq. ft.	N/A	N/A
	Notes: A banner sign is intended to be temporary in nature and used as an interim measure for a) new businesses awaiting permanent sign approval or b) additional signage announcing an event or activity. Banners falling into category (a) are allowed on premise for up to 90 days; banners falling into category (b) are allowed on premise for up to 30 days, 4 times per year. *Applies to height of a ground-mounted banner sign.							
Billboard	2 per mile*	2	35 ft.	12 ft.	N/A	378 sq. ft.	25 ft.**	25 ft.
	Notes: *Measured section line to section line, regardless which side of the road the billboard is on. ** No part of a billboard shall extend more than 5 ft. into the setback from a public right-of-way line. Existing billboards shall be regulated according to provisions found in Section 34.610 regarding legal non-conforming signs. New billboards are prohibited.							
Blade	3 signs per frontage	2	15 ft.	N/A	N/A	32 sq. ft.	Setback shall be equal to the height of the sign wherever possible.	
	Notes: Signs should be securely anchored into the ground or secured in a portable base designed for such function. Blade signs may be allowed on premise for up to 30 days, 4 times per year.							
Building Marker	1 per frontage	1	N/A	N/A	6 in.	10 sq. ft.	N/A	N/A
	Notes: None							
Canopy/Awning	2 per canopy/awning	2	12 ft.**	6'8"	6 ft.*	10 sq. ft. (canopy)/6sq. ft. (awning) of copy per face	May extend into setback.	
	Notes: *Maximum projection does not apply when canopy is freestanding, such as at a service station. **For freestanding canopies the maximum height is 18 ft.							
Creative Sign	1 per lot	N/A	N/A	N/A	N/A	N/A	Setback shall meet the requirements of the district.	
	Requires review and approval by the City Council following the process set forth in 34.309.06(D).							
Drive-thru	2 per lane	1	12 ft.	12 ft.*	12 in.**	36 sq. ft.	N/A	N/A
	Notes: *Minimum clearance only applies to drive-thru signs spanning a lane; signs placed adjacent to lanes have no minimum clearance requirement. **Maximum prejection only applies to drive through signs placed adjacent to lanes.							
Electronic Message	See notes	See notes	See notes	See notes	See notes	See notes	See notes	See notes
	Notes: Follow district requirements and design standards pursuant to pole or monument signs, and all other applicable guidance found within these regulations.							
Flag	1 per frontage	2	30 ft.*	6'8"	6 ft.	15 sq. ft.	N/A	N/A
	Notes: *Height restriction applies to freestanding poles; flags attached to a building or structure shall not extend higher than 12 ft.							
Ground	1 per parcel	1	12 in.	N/A	N/A	10 sq. ft.	N/A	N/A
	Notes: None							
Hanging	1 sign per public entrance	2	12 ft.	6'8"	N/A	10 sq. ft.	N/A	N/A
	Notes: Hanging signs shall be suspended from the underside of a structure, such as a canopy or marquee.							
Iconic/Historic	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Notes: Requires a recommendation from the Adams County Historical Society, review and approval by the planning commission following the procedure and criteria outlined in Section 34.309.06 B and D(i).							
Marquee	2 per marquee	2	15 ft.	12 ft.	5 ft.	10 sq. ft. /face	5 ft.	3 ft.
	Notes: None							
Monument	1 per frontage	2	See notes*	N/A*	N/A	See notes*	5 ft.	5 ft.
	Notes: See chart for lot frontage, height, and area. *Maximum clearance permitted is 12 in. measured between ground and bottom of sign, if supported by a frame or structure.							
Pole	1 per frontage	2	See notes*	6'8"	N/A	See notes*	5 ft.	5 ft.
	Notes: See chart for lot frontage, height, and area.							
Poster	N/A	2	3 ft.	N/A	N/A	8 sq. ft.*	5 ft.	3 ft.
	Notes: Signs shall be temporary and allowed on premise for up to 30 days, 4 times per year. *Maximum sign area is 4 sq. ft. in residential and agricultural districts							
Projecting	1 per public entrance	2	12 ft.	6'8"	4 ft.	10 sq. ft.	N/A	N/A
	Notes: None							
Sidewalk	1 per business	2	5 ft.	N/A	N/A	15 sq. ft.	N/A	N/A
	Notes: Signs must be placed to accommodate a minimum 5-foot pedestrian clear zone on the sidewalk. Sidewalk signs are not permitted if there is no sidewalk. Signs may only be displayed during business hours.							
Street Banner	N/A	2	24 ft.	18 ft.	N/A	144 sq. ft.	N/A	N/A
	Notes: A street banner may be permitted temporarily for up to 15 consecutive days per event.							
Wall	1 per frontage	1	N/A	N/A	12 in.	See notes*	N/A	N/A
	Notes: Wall signs shall be attached to a wall and shall not extend above the parapet or eave of the building. Wall signs shall be of non-combustible materials, unless the building is constructed as a Type II-B building, as defined in the building code adopted by the City of Hastings, except that sign faces may be of combustible plastics. *Maximum sign area is limited to 6 sq. ft. in all residential districts, 50 sf in C-O, 60 sf in C-1, 10% of building facade in A, and 20% in C-2 through I-2 inclusive.							
Wayfinding	1 per access; 1 per critical decision point	2	3 ft.	6'8"	3 ft.	6 sq. ft.	N/A	N/A
	Notes: None							
Window	1 sign per window pane	1	N/A	N/A	N/A	30% coverage of total window area	N/A	N/A
	Notes: Limited to the first floor of any building. Signs must be of a permanent nature, otherwise they will be regulated as a poster sign (see above).							

Special Provisions.

- A. Billboards. Existing billboards are permitted as legal nonconforming signs in Districts AG, C-3, I-1 and I-2 provided that no billboard is located:
 - i. Within 300' of any residential zoning district;
 - ii. Within 150' from the right-of-way line of any road intersection measured in any direction from the right-of-way line;
 - iii. Within 250' from the right-of-way line of any road intersection measured in any direction from the right-of-way line provided this restriction shall not apply to the intersection of frontage roads with state highways;
 - iv. Within a 750' radius of another billboard, or within a 1,500' radius of another billboard in the extra-territorial jurisdiction;
 - v. Within 500' of the property line of: a National Register historic site/district boundary; school; church; hospital; care facility; cemetery; public building, park or playground or within 1,000' of these same property boundaries in the extra-territorial jurisdiction; and
 - vi. No existing billboard is allowed when a property zoned Agriculture, Residential, C-O, C-1 or C-2 is located between the billboard and the roadway to which the billboard is oriented.
- B. Iconic and Historic signs. City Council may declare that an existing sign makes a significant artistic or historic contribution to the community or neighborhood in which it is located. This declaration, which may be made only at the request of the owner or lessee of the sign, entitles its owner or lessee to continue using the sign subject to the maintenance requirements of this section.
- C. Temporary signs.
 - i. Temporary signs are intended to be removed or replaced within a period of six consecutive months or less.
 - ii. All temporary signs shall be maintained in sound condition. Any sign that exhibits deterioration of structure or materials may be removed subject to the provisions of this section.
 - iii. The Director of Development Services and his/her authorized officers shall order the correction or removal of any sign in violation of the provisions of this section following the notice of violation process established in these regulations.
 - iv. Any sign placed on, in, or over any public property, including public right-of-way and easements, without the written consent of the public authority having jurisdiction over the property, shall be subject to removal and forfeit without notice.
 - v. All temporary signs associated with a date or time-specific event shall be removed within 48 hours of the end of the event.

- vi. A single applicant may apply for a blanket authorization for temporary signs which will be in effect for six months or until the end of a specified event, and may be renewed.
- D. Creative Sign Program. The purpose of the Creative Sign Program are to encourage signs of unique design that exhibit a high degree of thoughtfulness, imagination, inventiveness, spirit and sense of place; and provide a process for the application of sign regulations in ways that will allow creatively designed signs that make a positive visual contribution to the overall image of the City.
 - i. Application, Review and Approval Process.
 - a) A creative sign application will be processed in accordance with the process for a Conditional Use Permit.
 - b) The application shall include all information and materials required by the department. In addition to applicable criteria required for review as a conditional use, the applicant shall narrate and sufficiently demonstrate how the proposed creative sign would contribute the following:
 - 1. A substantial aesthetic improvement to the site;
 - 2. A positive visual impact on the surrounding area by enhancing the character of the building and site;
 - 3. Unique design exhibiting a high degree of thoughtfulness, imagination, inventiveness, and spirit; and
 - 4. Strong visual character through the imaginative use of graphics, color, texture, quality materials, scale, and proportion.
 - c) The applicant shall also demonstrate how the sign contains at least one of the following contextual elements:
 - 1. Creative image reflecting current or historic character of the city;
 - 2. Symbols or imagery relating to the use of the property; or
 - 3. Inventive representation of the use, name, logo, structure, or business.
 - d) Architectural Criteria. The sign shall utilize or enhance the architectural elements of the building; and be placed in a logical location in relation to the overall composition of the building's façade or surrounding structures or uses, not covering any key architectural features.

Department: Development Services
Staff Contact: Randy Chick, Donald Threewitt
Council Meeting Date: 03/11/2019

AGENDA ITEM SUMMARY SHEET

Description of Item:

Consider Plan Modification 2019-1 to Redevelopment Area XIV for Lot 1, North Park Commons First Subdivision for Boys 3, MCP Inc.

Names of People/Business affected by this action:

The applicant, the people of Hastings, the Community Redevelopment Authority, and the City.

Why Council action is required:

Prior to recommending a redevelopment plan to the governing body for approval, an authority shall submit such plan to the planning commission or board of the city in which the redevelopment project area is located for review and recommendations as to its conformity with the general plan for the development of the city as a whole. The planning commission or board shall submit its written recommendations with respect to the proposed redevelopment plan to the authority within thirty days after receipt of the plan for review. Upon receipt of the recommendations of the planning commission or board or, if no recommendations are received within such thirty days, then without such recommendations, an authority may recommend the redevelopment plan to the governing body of the city for approval .

Type of action requested:

Resolution

Suggested motion:

Motion to approve Plan Modification 2019-1 to Redevelopment Area XIV for Lot 1, North Park Commons First Subdivision.

Deadlines associated with action:

Department head comments:

This is a Plan Modification to Redevelopment Area XIV, North Park Commons. The applicants intend to build a convenience store on the subject property and are seeking Tax Increment Financing to assist with eligible costs.

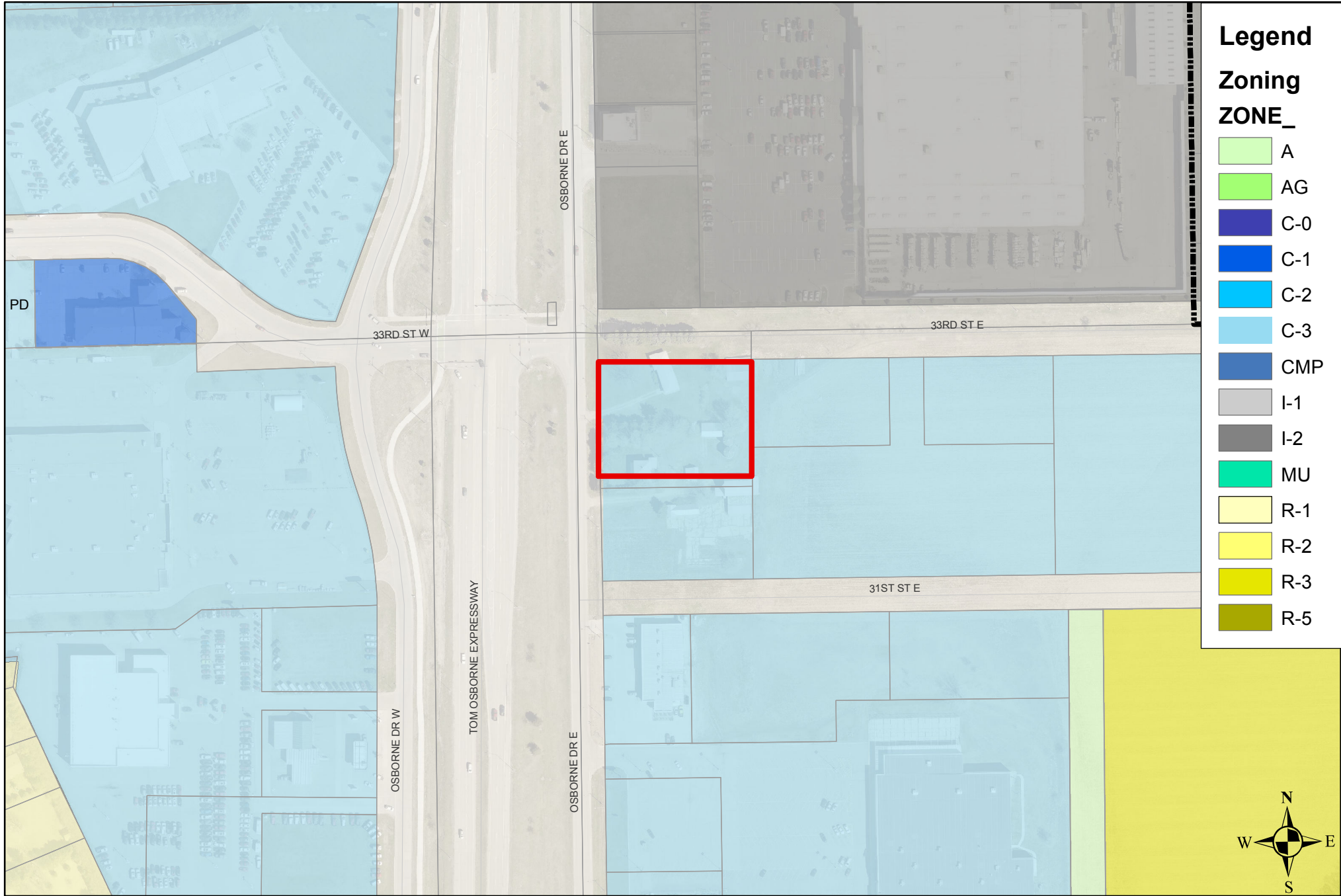
The Future Land Use designation for the subject property is Mixed Use - Neighborhood, which

supports the proposed use. Existing zoning is C-3 Commercial Business, and the proposed use is allowed by-right.

On January 22, the Community Redevelopment Authority voted unanimously to recommend this project. On February 18, the Planning Commission voted 5-0 to recommend this project.

City Administrator comments:

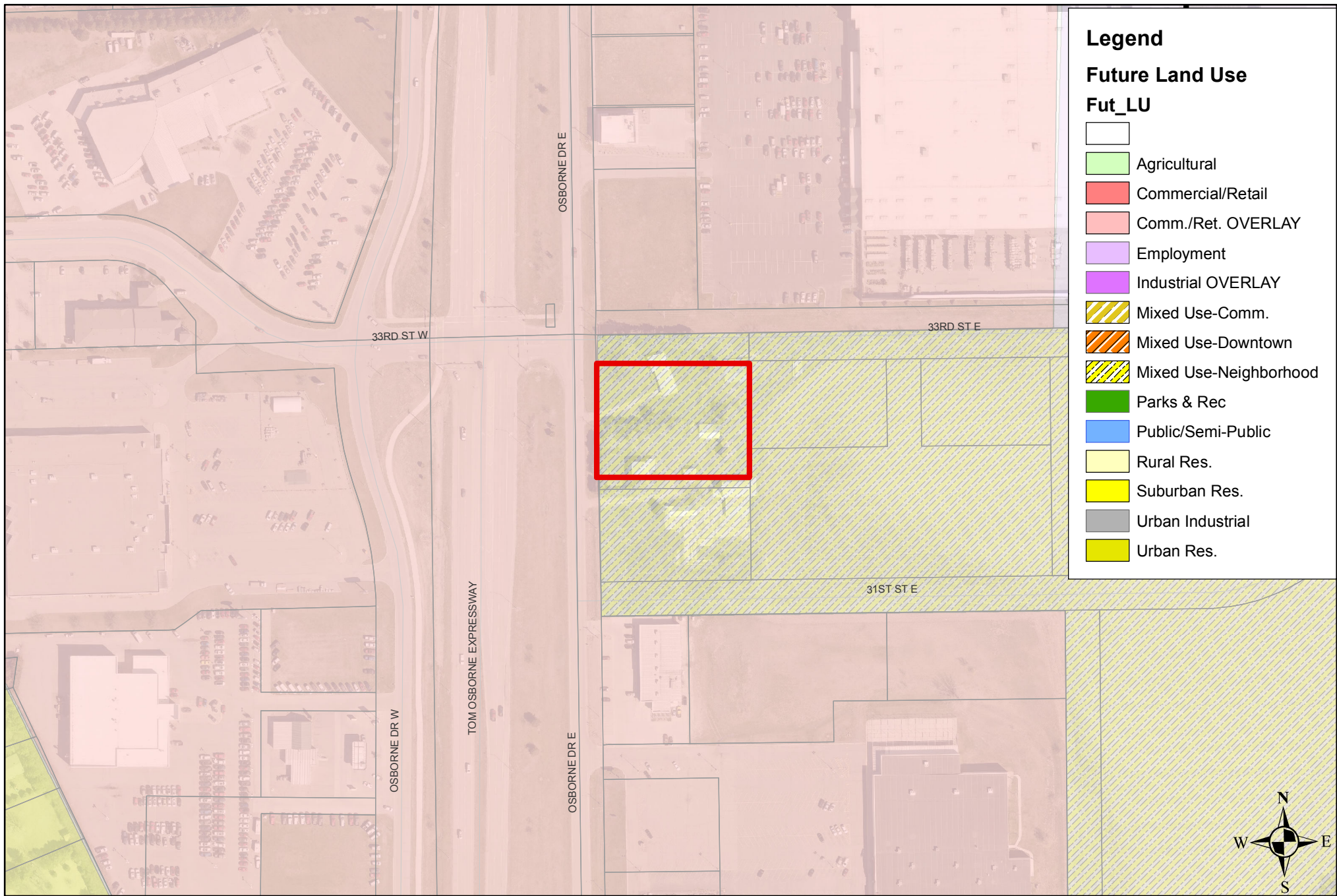
Recommend approval



Boys 3 MCP, INC. Zoning Map



Boys 3 MCP, INC. Existing Land Use Map



Boys 3 MCP, INC. Future Land Use

**Plan Modification # 2019-1
to Redevelopment Area #14
(Boys 3 MCP, INC. Redevelopment Project)**

The Community Redevelopment Authority (CRA) of the City of Hastings intends to amend the Redevelopment Plan for Area #14 within the city, pursuant to the Nebraska Community Development Law (the "Act") and provide for the financing of specific related project in Area #14.

Executive Summary:

Project Description

THE PURCHASE AND REDEVELOPMENT OF THE LAND LOCATED AT LOT 1, NORTH PARK COMMONS FIRST SUBDIVISION, TO THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA FOR THE CONSTRUCTION OF A CONVENIENCE STORE, INCLUDING SITE ACQUISITION, SITE PREPARATION, PUBLIC INFRASTRUCTURE, FAÇADE ENHANCEMENTS AND OTHER TIF ELIGIBLE EXPENDITURES.

The developer intends to use Tax Increment Financing to aid in the site development including the purchase of the property, necessary site work, installation of streets, storm sewer, sanitary sewer, water, other utilities and engineering, surveying and other consultant costs associated with and necessary for the redevelopment of the property. The developer intends to build a 4,600 sq ft convenience store on the 1.14 acre site located on the SE corner of the intersection of 33rd and Osborne Drive East into. The use of Tax Increment Financing is an integral part of the development plan and necessary to make this project financially feasible. The project will result in the construction of a convenience store with a high end exterior. This project would not be possible without the use of TIF and the purchase of the property is subject to approval of TIF funding.

Boys 3 MCP, INC plans to purchase the property in the 1st quarter of 2019 and commence construction in the spring of 2019. The developer is in the process of putting together a financial plan and will provide evidence that they can secure adequate debt financing to cover the costs associated with the construction of the building prior to the execution of a Redevelopment Contract. The Community Redevelopment Authority (CRA) intends to pledge the ad valorem taxes generated over the 15 year period beginning January 1, 2020 towards the allowable costs and associated financing for redevelopment.

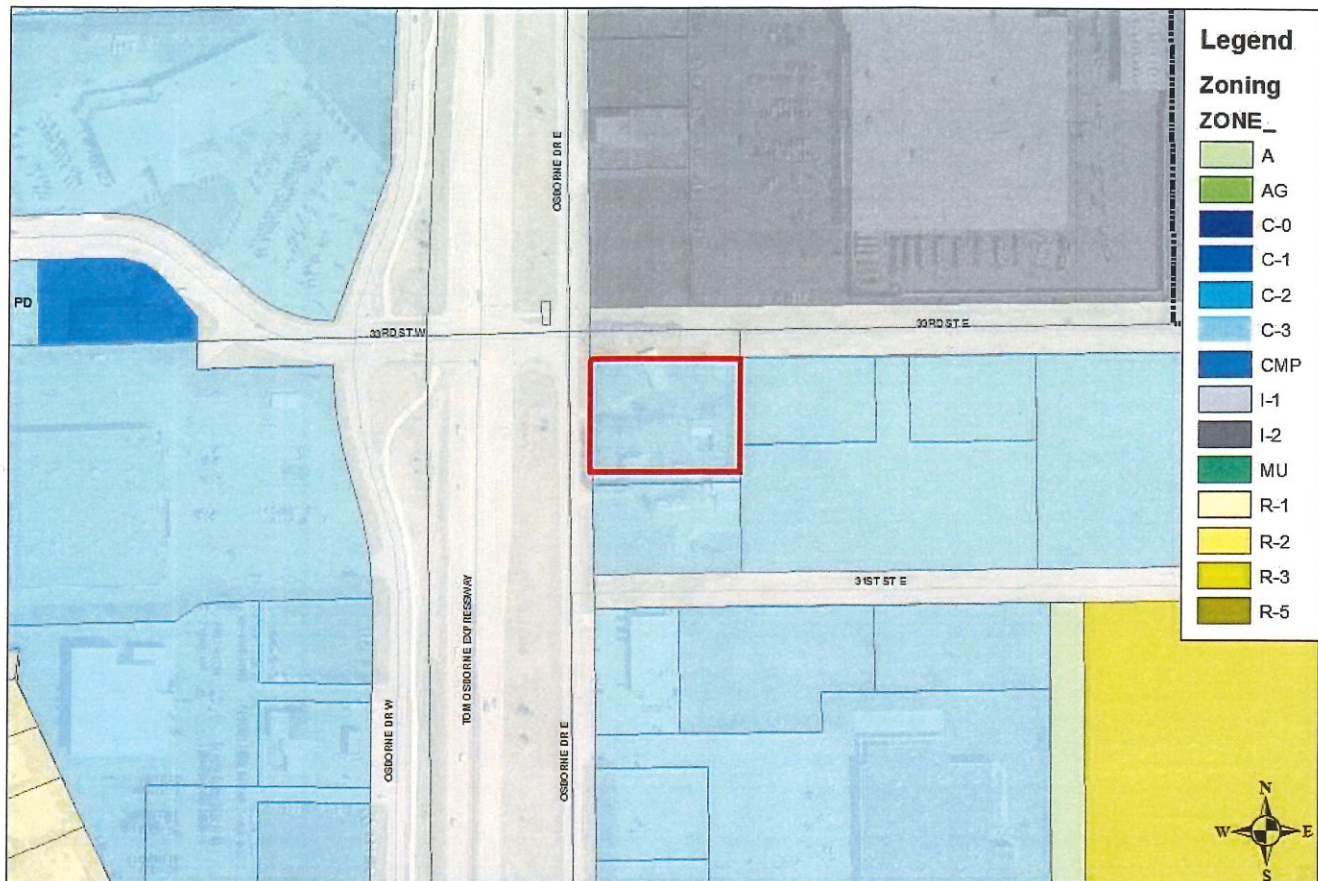
TAX INCREMENT FINANCING TO PAY FOR THE ACQUISITION, SITE DEVELOPMENT AND CONSTRUCTION OF THE CONVENIENCE STORE WILL COME FROM THE FOLLOWING REAL PROPERTY:

Property Description (the "Redevelopment Project Area")

On the SE corner of 33rd & Osborne Drive East

Legal Descriptions: Lot One (1), North Park Commons First Subdivision, to the City of Hastings, Adams County, Nebraska, according to the recorded plat thereof;

Map of Existing Land Use and Proposed Redevelopment Site **(See Exhibit A)**



Boys 3 MCP, INC. Zoning Map



The tax increment will be captured for the tax years 2020 through 2034 inclusive.

The real property ad valorem taxes on the current valuation will continue to be paid to the normal taxing entities. The increase in value will come from the new construction of the hotel for commercial and lodging uses as permitted in the C-3 Commercial Zoning District.

Statutory Pledge of Taxes.

In accordance with Section 18-2147 of the Act and the terms of the Resolution providing for the issuance of the TIF Note, the Authority hereby provides that any ad valorem tax on the Redevelopment Project Area for the benefit of any public body be divided for a period of fifteen years after the effective date of this provision as set forth in the Redevelopment Contract, consistent with this Redevelopment Plan, Said taxes shall be divided as follows:

- a) That portion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the redevelopment project valuation shall be paid into the funds, of each such public body in the same proportion as all other taxes collected by or for the bodies; and
- b) That portion of the ad valorem tax on real property in the redevelopment project in excess of such amount, if any, shall be allocated to and, when collected, paid into a special fund of the Authority to pay the principal of; the interest on, and any premiums due in connection with the bonds, loans, notes, or advances on money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Authority for financing or refinancing, in whole or in part, a redevelopment project. When such bonds, loans, notes, advances of money, or indebtedness including interest

and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such redevelopment project shall be paid into the funds of the respective public bodies.

Pursuant to Section 18-2150 of the Act, the ad valorem tax so divided is hereby pledged to the repayment of loans or advances of money, or the incurring of any indebtedness, whether funded, refunded, assumed, or otherwise, by the CRA to finance or refinance, in whole or in part, the redevelopment project, including the payment of the principal of, premium, if any, and interest on such bonds, loans, notes, advances, or indebtedness.

Redevelopment Plan Amendment Complies with the Act:

The Community Development Law requires that a Redevelopment Plan and Project consider and comply with a number of requirements. This Plan Amendment meets the statutory qualifications as set forth below.

- 1. The Redevelopment Project Area was declared blighted and substandard on September 11, 2017. (§18-2109) Such declaration was made after a public hearing with full compliance with the public notice requirements of §18-2115 of the Act,**
- 2. Conformation to the General Plan for the Municipality as a whole. (§18-2103 /13) (a} and §18-2110)**

Hastings adopted a Comprehensive Plan on February 24, 2009. This redevelopment plan amendment and project are consistent with the Comprehensive Development Plan, in that no changes in the Comprehensive Development Plan elements are intended. This plan merely provides funding for the developer to prepare the site and construct the building for permitted uses on this property as defined by the current and effective zoning regulations. The Hastings Planning Commission held a public hearing at their meeting on February 18, 2019 and passed Resolution No. _____ confirming that this project is consistent with the Comprehensive Development Plan for the City of Hastings.

- 3. The Redevelopment Plan must be sufficiently complete to address the following items: (§18-2103/13) (b)**

a. Land Acquisition:

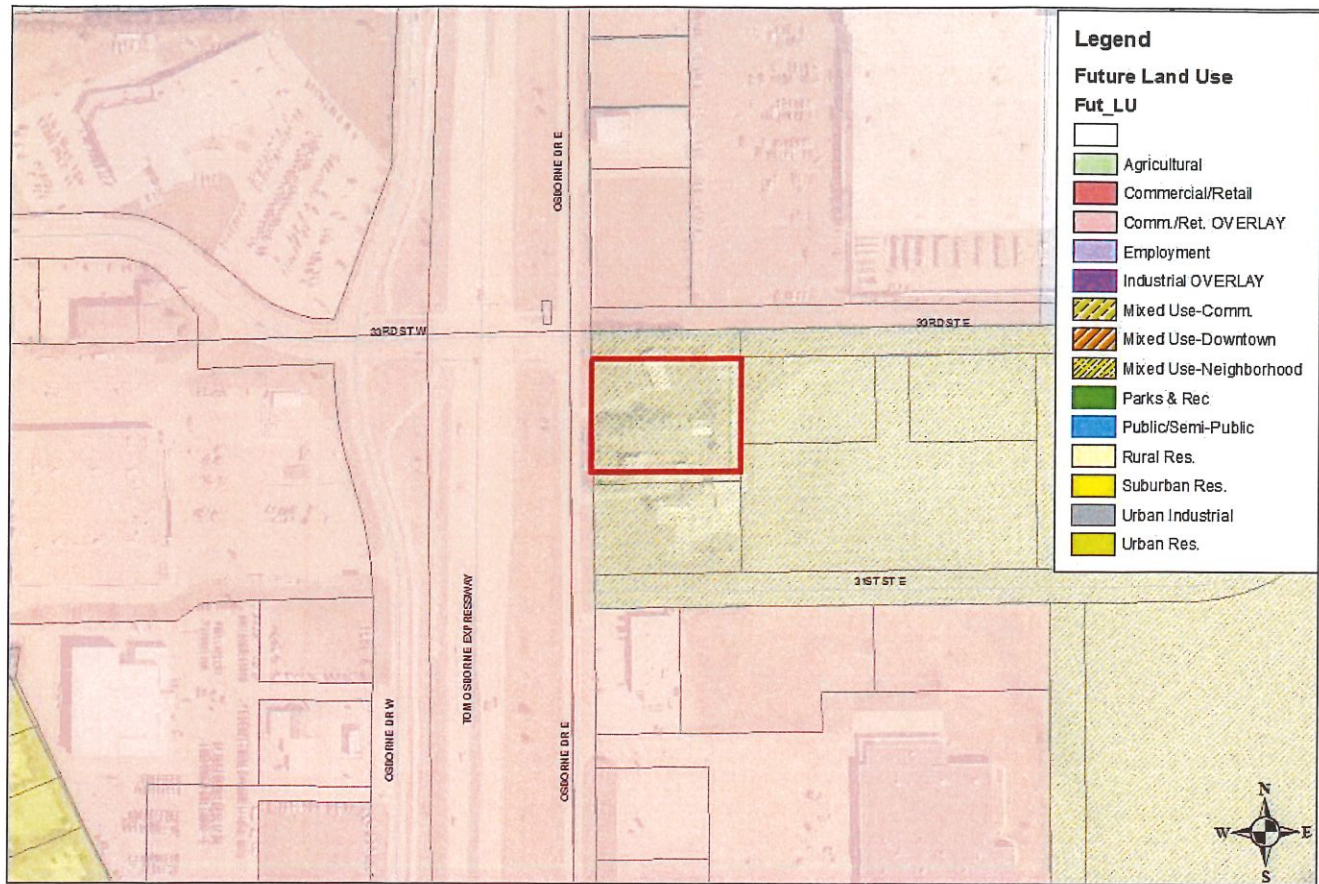
The Redevelopment Plan for Area #14 provides for real property acquisition and this plan amendment does not prohibit such acquisition. There is no proposed acquisition by the authority; however the purchase of the property by the developer is subject to TIF financing.

b. Demolition and Removal of Structures:

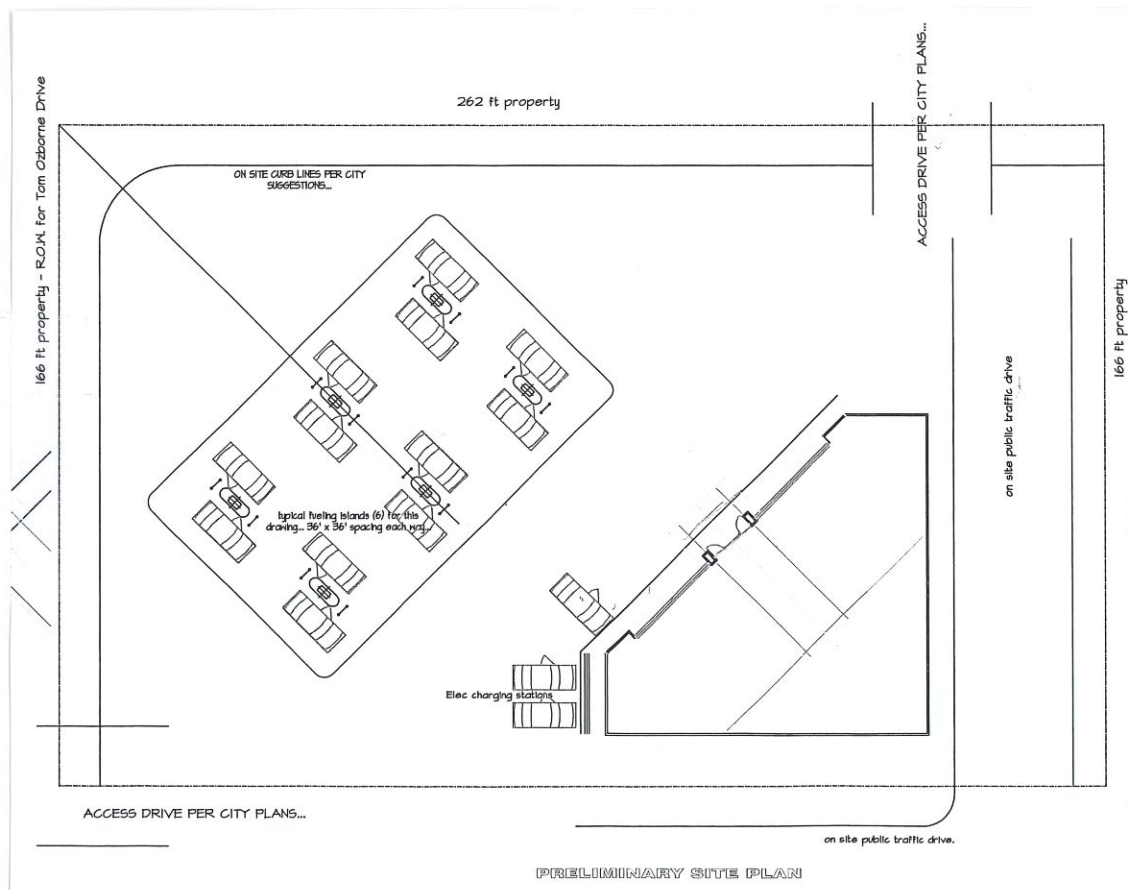
The project to be implemented with this plan does not provide for the demolition and removal of any structures on this property.

c. Future Land Use Plan

See the attached map from the 2009 Hastings Comprehensive Development Plan (**Exhibit B**). All of the area around the site in private ownership is planned for Commercial development. This property is in private ownership. [§18-2103(b) and §18-2111) The attached map also is an accurate site plan of the area after redevelopment (**Exhibit C**). [§18-2111(5))



Boys 3 MCP, INC. Future Land Use



d. Changes to zoning, street layouts and grades or building codes or ordinances or other planning changes

The area is zoned C-3 Commercial and no zoning changes are anticipated with this project. Grading and new street paving will be installed as part of the development. No changes are anticipated in building codes or ordinances, nor are any other planning changes contemplated. [§18-2103(b) and §18-2111]

e. Site Coverage and intensity of Use

The developer is proposing to build a convenience store and the building to be constructed will meet the applicable regulations regarding site coverage and intensity of use. [§18-2103(b) and §18-2111]

f. Additional Public Facilities or Utilities

As part of this project water, sewer and paving districts are being created to support this development. The property owner or developer will be required to pay their proportionate share of the costs of the districts along with the other adjacent property owners benefitting from the new improvements. New electric utilities and gas lines will be constructed to serve the site. The costs to build the infrastructure and utilities will be assessed to each property owner.

No other utilities would be impacted by the development. [§18-2103(b) and §18-2111]

4. **The Act requires a Redevelopment Plan provide for relocation of individuals and families displaced as a result of plan implementation. This property is currently undeveloped and no relocation is contemplated or necessary. [§18-2103.02]**
5. **No member of the Authority, nor any employee thereof holds any interest in any property in this Redevelopment Project Area. [§18-2106] No members of the authority or staff of the CRA has any interest in this property.**
6. **Section 18-2114 of the Act requires that the Authority consider:**
 - a. **Method and cost of acquisition and preparation for redevelopment and estimated proceeds from disposal to redevelopers.**

The developer has executed a purchase agreement for the property subject to approval of TIF funding for site acquisition and other public improvements. The CRA has been asked to grant \$300,000 to this project to offset the cost of TIF eligible expenditures. The CRA has identified the following TIF eligible expenses for the project;

- a) site acquisition - \$400,000
- b) site prep/grading - \$40,000
- c) planning related expenses for Engineering services - \$25,000
- d) site utilities - \$50,000
- e) façade enhancements - \$100,000
- f) capitalized interest on TIF borrowing - \$15,000
- g) Legal fees - \$6,000
- h) Municipal administrative fees — \$2,000

The total TIF eligible expenses for this project are \$638,000. No property will be transferred to redevelopers by the Authority. The developer will provide and secure all necessary financing.

b. Statement of proposed method of financing the redevelopment project.

The developer will provide all necessary financing for the project. The Authority will assist the project by granting the sum of \$300,000 from the proceeds of the TIF. This indebtedness will be repaid from the Tax Increment Revenues generated from the project. TIF revenues shall be made available to repay the original debt and associated interest after January 1, 2020 through December 2034.

c. Statement of feasible method of relocating displaced families.

No families will be displaced as a result of this plan.

7. Section 18-2113 of the Act requires:

Prior to recommending a redevelopment plan to the governing body for approval, an authority shall consider whether the proposed land uses and building requirements in the redevelopment project area are designed with the general purpose of accomplishing, in conformance with the general plan, a coordinated, adjusted, and harmonious development of the city and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development, including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of insanitary or unsafe dwelling accommodations or conditions of blight.

The Authority has considered these elements in proposing this Plan Amendment. This amendment, in and of itself will promote consistency with the City's Comprehensive Development Plan. This will have the intended result of preventing recurring elements of unsafe buildings and blighting conditions. This will accomplish the goal of the Adams County Convention and Visitors Bureau of increasing lodging opportunities in the community which will lead to an increase in lodging and sales taxes.

8. Time Frame for Development

Development of this project is anticipated to be completed between April 2019 and August 2019. Excess valuation should be available for this project for 15 years beginning with the 2020 tax year.

9. Justification of Project

Extension of utilities, substantial site grading and installation of streets are necessary to facilitate redevelopment of this site. The redevelopment of this property will result in increased full and part time employment opportunities and sales tax and is another step in the redevelopment of a 93 acre tract that will include of commercial, lodging and affordable housing opportunities for the Hastings community. The Hastings Economic Development Corporation and the Hastings City Council have made it clear with previous decisions that they support development that will increase commercial and residential opportunities.

10. Cost Benefit Analysis

Section 18-2113 of the Act, further requires the Authority conduct a cost benefit analysis of the plan amendment in the event that Tax Increment Financing will be used. This analysis must address specific

statutory issues. As authorized in the Nebraska Community Development Law, §18-2147, Neb. Rev. Stat. (2012), the City of Hastings has analyzed the costs and benefits of the proposed Redevelopment Project, including:

Project Sources and Uses.

Approximately \$503,040 from annual tax increment financing funds provided by the Hastings Community Redevelopment Authority will be required to complete the project. This property has requested and been approved for a TIF grant in an amount estimated to be \$300,000. This investment by the Authority will leverage \$2,396,496 in private sector financing; a private investment of \$7.98 for every TIF dollar invested.

USE OF FUNDS		SOURCE OF FUNDS	
Description	TIF Funds	Equity or Bank funds	Totals
Site Acquisition	\$ 300,000	\$ 100,000	\$ 400,000
Site & Utility Development		\$ 90,000	\$ 90,000
Building costs		\$ 1,221,426	\$ 1,221,426
Façade Enhancements		\$ 100,000	\$ 100,000
Equipment & Inventory		\$ 725,000	\$ 725,000
Engineering & Architecture		\$ 25,000	\$ 25,000
Legal & Planning		\$ 8,000	\$ 8,000
Financing Costs		\$ 15,000	\$ 15,000
Contingency & Working Capital		\$ 112,000	\$ 112,000
TOTALS	\$ 300,000	\$ 2,396,426	\$ 2,696,426

Tax Revenue. The property to be redeveloped is anticipated to have a January 1, 2019, valuation of approximately \$402,495. Based on the 2019 levy this would result in a real property tax of approximately \$8,999. It is anticipated that the assessed value will increase by \$1,500,000 upon full completion, as a result of the site redevelopment. This development will result in an estimated tax increase of over \$33,536 annually. The tax increment gained from this Redevelopment Project Area would not be available for use as city general tax revenues, for a period of 15 years, or such shorter time as may be required to amortize the TIF bond, but would be used for eligible private redevelopment costs to enable this project to be realized.

Estimated 2019 assessed value	\$ 402,495
Estimated value after completion	\$ 1,902,495
Estimated incremental value	\$ 1,500,000
Estimated Levy	\$ 0.223576
Estimated annual TIF generated	\$ 33,536
Estimated total TIF revenue	\$ 503,040

Statement Identifying Financial Gap and Necessity for use of Tax Increment Financing for

Proposed Project: A large financial gap exists on this project after conventional financing is utilized. A combination of owner equity and TIF are needed to make the return sufficient. The owner is contributing owner equity and bank financing of \$2,396,426 and TIF funding will fill the remaining gap, making this project feasible. The project is asking for \$300,000 in a TIF loan amortized over 15 years. Without the availability of TIF funding for the project, it would not be feasible for the developer to proceed with this redevelopment. Please see the table below which shows rate of returns from 2.76% to 4.67% which is an unacceptable return on

investment in today's market.

Proforma Operating Statement

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Gross Sales Revenue	\$ 5,600,000	\$ 5,885,471	\$ 6,184,528
Expenses	\$ (5,626,647)	\$ (5,886,367)	\$ (6,159,396)
NOI Without TIF	\$ (26,647)	\$ (896)	\$ 25,132
Annual TIF	\$ 33,536	\$ 33,536	\$ 33,536
Net Operating Income w/TIF	\$ 6,889	\$ 32,640	\$ 58,668
Rate of return wo/TIF	0.00%	0.00%	0.01%
Equity Investment	\$ 2,396,426	\$ 2,396,426	\$ 2,396,426
Rate of Return With/TIF	0.03%	1.36%	2.45%

(a) Tax shifts resulting from the approval of the use of Tax Increment Financing;

The redevelopment project area currently has an estimated valuation of \$402,495. The proposed redevelopment will create additional valuation of \$1,500,000. No tax shifts are anticipated from the project. The project creates additional valuation that will support taxing entities long after the project is paid off.

(b) Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the redevelopment project;

a. Public infrastructure improvements and impacts:

The Project anticipates expenditures of approximately \$2,696,426.00 for construction and installation of the Project and related and ancillary improvements. It is proposed that up to \$300,000.00 in tax increment financing over the 15 year TIF period will be used for eligible public expenditures associated with the Project. The actual amount of the TIF Indebtedness will depend on the interest rate the redeveloper obtains from a TIF lender. The cost of the TIF eligible public improvements is estimated to exceed \$638,000. The public infrastructure improvements associated with the Project are necessary to utilize the Project Site for any use, and all the public improvements will create a material positive impact on existing public infrastructure. The Project improvements will materially benefit the City.

b. Local Tax impacts (in addition to impacts of Tax Shifts described above):

The Project will create material tax and other public revenue for the City and other local taxing jurisdictions. While the use of tax increment financing will defer receipt of a majority of new ad valorem real property taxes generated by the Project, the Project should generate immediate tax growth for the City. The Project will include an amount of personal property that will be on the property tax rolls upon its acquisition and installation. Additionally, the City should realize revenue from City personal property and sales taxes paid by the Redeveloper in connection with the Project, and sales tax paid by the eventual customers the of business.

The Project will also materially contribute to municipal revenues through excise taxes, fees, licenses, and other taxes that occur and are paid in the course of the normal operation of a business.

The Project will require and pay for City services. It is not anticipated that the Project will have any material adverse impact on such City services, but will generate revenue providing support for those services.

(c.) Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project; and

The Project will create additional employment in the community. The Redeveloper anticipates that the Project will create approximately 14-15 full and part time jobs in the City. The salaries will be competitive in the market and employees will receive customary employment benefits. The Project will also require temporary construction jobs during the 5 month construction period. Many of these construction employees will be local workers, and the other workers will use services and buy goods in the City during their construction phase. When secondary employment effects in other employment sectors are added, the total employment effects are expected to be even higher.

It is not anticipated that the Project will have a material adverse impact on other employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project. There should be a positive impact throughout the Redevelopment Area based upon the additional consumer traffic to other businesses from hotel guests.

(d.) Impacts on other employers and employees within the city or village and the immediate area that are located outside of the boundaries of the area of the redevelopment project; and

The Project should have a material positive impact on private sector businesses in and around the area outside the boundaries of the redevelopment project. The Project is not anticipated to impose a burden or have a negative impact on other local area employers, but should increase the need for services and products from existing businesses. The Project will require the purchase of office supplies, janitorial services and similar products/services.

(e) Impacts on the student populations of school districts within the city or village; and

There is no additional housing associated with this project and it is not anticipated that this will impact schools in any significant way.

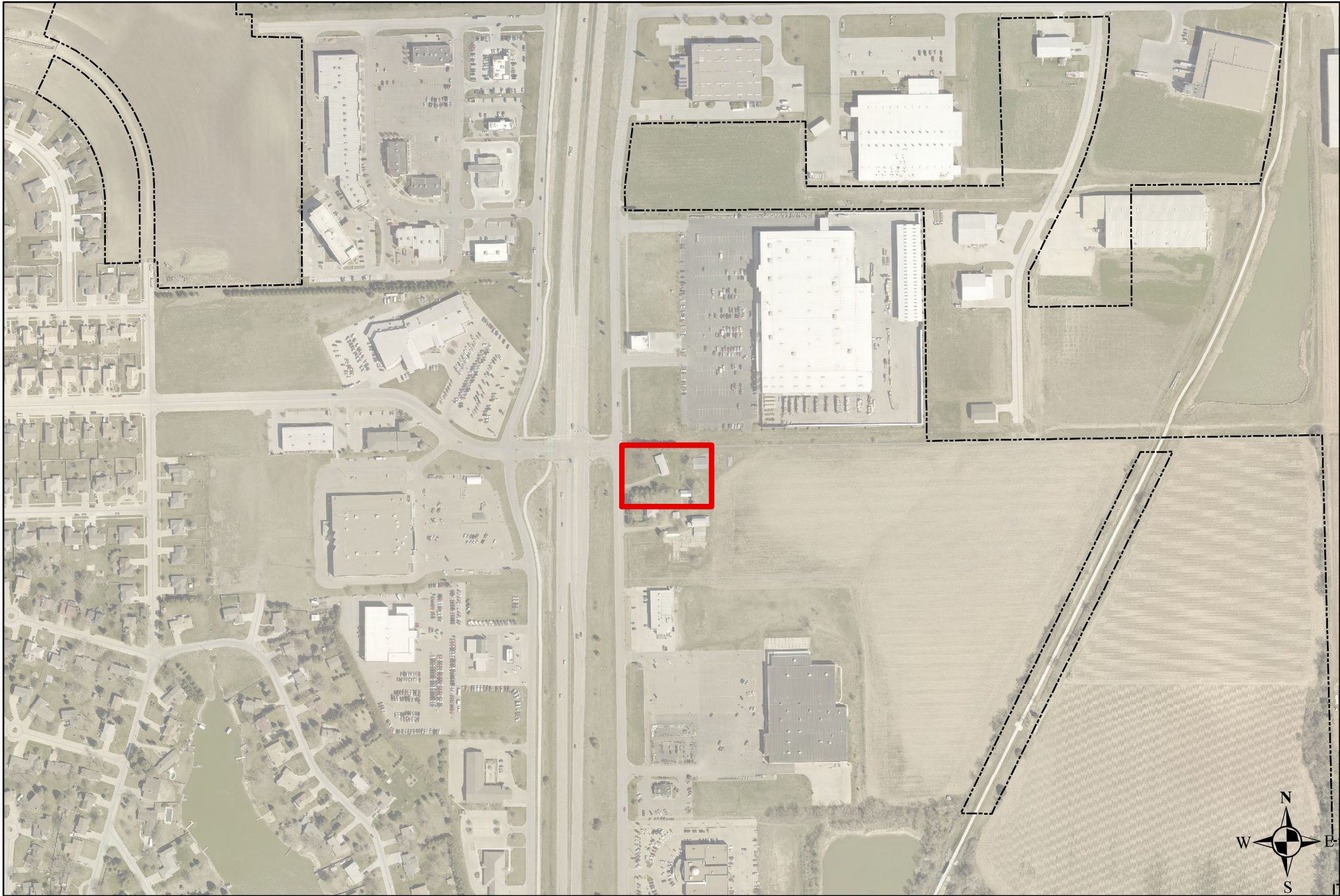
(f) Any other impacts determined by the authority to be relevant to the consideration of costs and benefits arising from the redevelopment project.

This project is consistent with the goals of the City Council, Bureau and the Community Redevelopment Authority to create additional commercial opportunities and increased sales taxes. The Project will create a new business with local ownership and bring new jobs to the community. The Project will increase the City's tax base, without material adverse effect on either public or private entities. There will be a material property tax shift in the short-term because of the use of tax increment financing, but there will be other tax and municipal revenue generated for the immediate benefit of the community. Additionally, the Project will increase property tax revenue in the long-term. The Project will facilitate the development of a blighted and substandard area of the City without the incurrence of significant public cost. The benefits outweigh the costs of the proposed Project.

Time Frame for Development

Development of this project is anticipated to be completed during between April of 2019 and August of 2019. The base tax year should be calculated on the value of the property as of January 1, 2019.

Excess valuation should be available for this project for 15 years beginning in 2020 with taxes due in 2021. Excess real estate taxes will be used to pay the TIF Indebtedness issued by the CRA per the contract between the CRA and the developer for a period not to exceed 15 years on the projected amount of increment based upon the anticipated value of the project and current tax rate. **Based on the estimates of the expenses of the redevelopment the developer will spend over \$638,000 on TIF eligible activities. The CRA will reserve the right to issue additional debt for this project upon notification by the developer of sufficient expenses and valuation to support such debt in the form of a second or third bond issuance.**



Boys 3 MCP, LLC Aerial Map

RESOLUTION 2019-__

WHEREAS, the Area XIV Redevelopment Plan prepared by the Community Redevelopment Authority of the City of Hastings, Nebraska has previously been approved by the Mayor and City Council of the City of Hastings; and

WHEREAS, the Community Redevelopment Authority of the City of Hastings, Nebraska has prepared Redevelopment Plan Modification 2019-1 for Redevelopment Area XIV, and approved said Plan Modification on January 22, 2019; and

WHEREAS, the Community Redevelopment Authority forwarded said Plan Modification to the Hastings City Planning Commission for its review and recommendations as to the consistency with the Redevelopment Plan and development objectives for Redevelopment Area 1 and also its conformity with the Comprehensive Development Plan of the City of Hastings; and

WHEREAS, the Hastings City Planning Commission conducted a review of the Plan Modification 2019-1 and held a public hearing on February 18, 2019 to solicit testimony from the community regarding said plan modification and at the conclusion thereof determined it was consistent with the general plan and development objectives for Redevelopment Area I, and also consistent with the goals, policies, and objectives of the Comprehensive Development Plan of the City, and took action to recommend approval of the Plan Modification to the Hastings City Council.

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

BE IT RESOLVED by the Mayor and City Council of the City of Hastings, Nebraska, that the Redevelopment Plan Modification 2019-1 for the Boys 3, MCP, Inc. Redevelopment Project in Redevelopment Area XIV as provided herein, be and the same is hereby approved, and a copy of said Redevelopment Plan Modification is attached hereto, marked as "Exhibit A", and incorporated herein by this reference.

PASSED AND APPROVED this ____ day of _____, 2019.

Mayor

ATTEST:

City Clerk

(S E A L)

Approved as to form: _____
City Attorney

Department: Development Services
Staff Contact: Donald Threewitt
Council Meeting Date: 03/11/2019

AGENDA ITEM SUMMARY SHEET

Description of Item:

- A. Consider a recommendation to bring Shadow Ridge 9th Addition into the City of Hastings.
- B. Consider a recommendation to approve the final plat for Shadow Ridge 9th Addition.

Names of People/Business affected by this action:

The applicant, the people of Hastings, and the City.

Why Council action is required:

The planning commission and the governing body must each conduct separate public hearings on the two separate questions of (1) approval of a plat addition and (2) inclusion of the addition within the corporate limits of the city. There must be separate votes on the two questions (N.R.S. 19-916).

Type of action requested:

Motion

Suggested motion:

Motion #1: Motion to approve bringing Shadow Ridge 9th Addition into the City of Hastings.

Motion #2: Motion to approve a final plat for Shadow Ridge 9th Addition.

Deadlines associated with action:

Department head comments:

This plat is a housekeeping measure.

Two neighboring residents have elected to purchase Lot 1 of Shadow Ridge 7th addition and a 60' unplatted access easement (which is situated in the county) from the developer. The owners wish to divide the two properties equally. In order to do so, this easement needs to be brought into city limits and properly zoned, and the parcels need to be replatted. This plat addition will accomplish both.

The proposed subdivision conforms with the future land use designation in Imagine Hastings-- Suburban Residential. A related zone change will bring all parcels into the R-1 Single family zone district.

The plat was reviewed by the development review team and the applicant has made all suggested revisions. All requirements of Hastings City Code Sections 38-202 and 38-203 have been met, and the plat may be approved. The Planning Commission voted 5-0 to recommend approval at its February 18 regular meeting.

City Administrator comments:

Recommend approval

SHADOW RIDGE 9TH ADDITION

A 1.60 ACRE SUBDIVISION THAT INCLUDES LOTS 1 AND 2 IN SHADOW RIDGE 7TH ADDITION AND A 30.0' WIDE STRIP OF LAND LOCATED IN THE NW 1/4 OF SECTION 36-T8N-R10W, IN THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA.

FLOODPLAIN INFORMATION:

NO PORTION OF THE PROPERTY ON THIS SUBDIVISION PLAT FALLS WITHIN THE 100 YEAR FLOODPLAIN AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND FIRM MAP, COMMUNITY PANNEL NUMBER 31001C0157C, EFFECTIVE 7/5/2018.

LEGAL DESCRIPTION:

A TRACT OF LAND ENCOMPASSING LOT 1 AND LOT 2 OF SHADOW RIDGE 7TH ADDITION AND A 30.00 FOOT WIDE STRIP OF LAND ADJACENT TO THE NORTHEASTERLY SIDE OF SAID LOTS 1 AND 2, ALL IN THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 8 NORTH, RANGE 10 WEST, OF THE 6TH P.M., IN THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

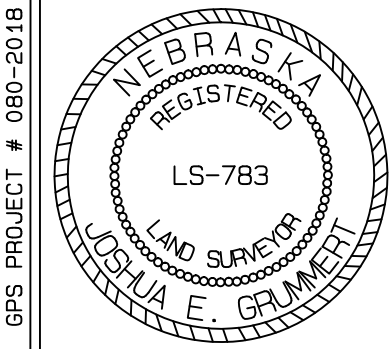
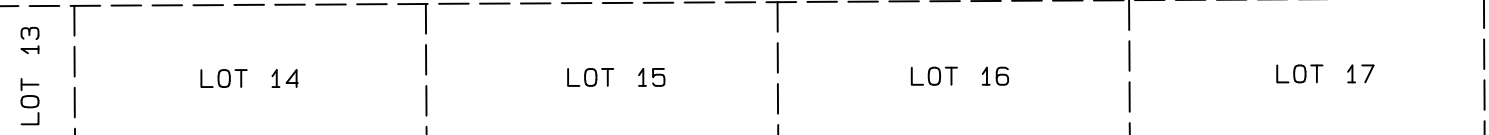
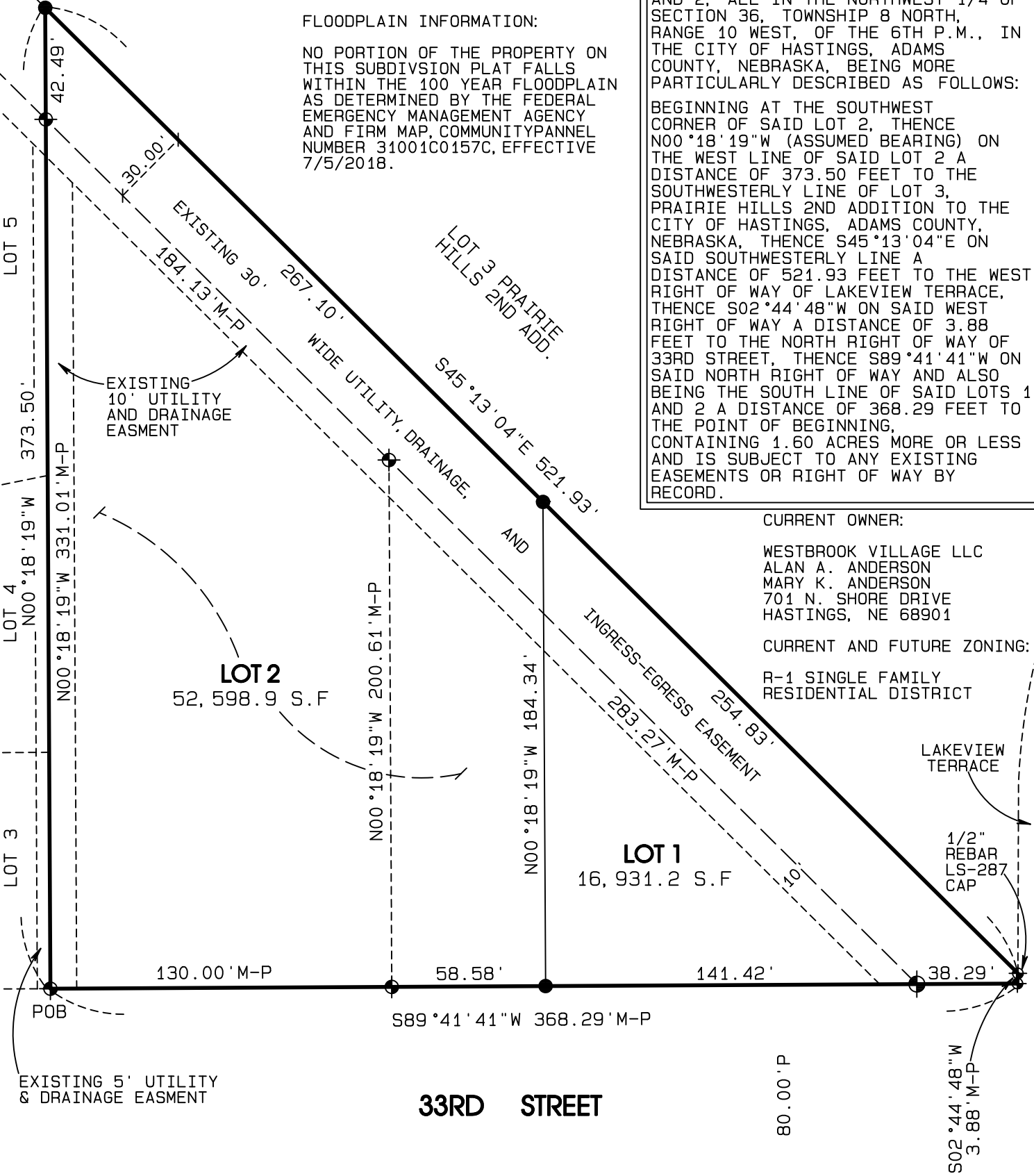
BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2, THENCE N00°18'19"W (ASSUMED BEARING) ON THE WEST LINE OF SAID LOT 2 A DISTANCE OF 373.50 FEET TO THE SOUTHWESTERLY LINE OF LOT 3, PRAIRIE HILLS 2ND ADDITION TO THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA, THENCE S45°13'04"E ON SAID SOUTHWESTERLY LINE A DISTANCE OF 521.93 FEET TO THE WEST RIGHT OF WAY OF LAKEVIEW TERRACE, THENCE S02°44'48"W ON SAID WEST RIGHT OF WAY A DISTANCE OF 3.88 FEET TO THE NORTH RIGHT OF WAY OF 33RD STREET, THENCE S89°41'41"W ON SAID NORTH RIGHT OF WAY AND ALSO BEING THE SOUTH LINE OF SAID LOTS 1 AND 2 A DISTANCE OF 368.29 FEET TO THE POINT OF BEGINNING, CONTAINING 1.60 ACRES MORE OR LESS AND IS SUBJECT TO ANY EXISTING EASEMENTS OR RIGHT OF WAY BY RECORD.

CURRENT OWNER:

WESTBROOK VILLAGE LLC
ALAN A. ANDERSON
MARY K. ANDERSON
701 N. SHORE DRIVE
HASTINGS, NE 68901

CURRENT AND FUTURE ZONING:

R-1 SINGLE FAMILY
RESIDENTIAL DISTRICT

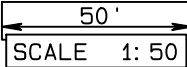


SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS PLAT OF A SURVEY WAS MADE BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE, AND THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA. COMPLETED ON THE 31ST DAY OF DECEMBER, 2018.

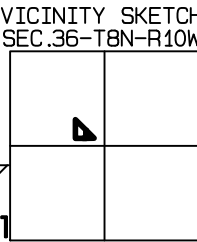
JOSHUA E. GRUMMERT | LS-783

SHEET 1 OF 3



LEGEND :

- D-DEED DISTANCE
- M-MEASURED DISTANCE
- R-RECORD DISTANCE
- G-GOVERNMENT DISTANCE
- P-PLATTED DISTANCE
- FOUND 1/2" REBAR W/ BLUE LS-783 CAP UNLESS NOTED
- SET 1/2"x24" REBAR WITH BLUE LS-783 CAP UNLESS NOTED OTHERWISE



GRUMMERT PROFESSIONAL SERVICES, LLC

2837 W. HWY 6, STE # 206, HASTINGS, NE 68901 - PHONE 402-879-5701
EMAIL - jmgrummer@yahoo.com - website - grummertsurveying.com

GPS PROJECT # 080-2018

OWNERS CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT WESTBROOK VILLAGE, L.L.C., A NEBRASKA LIMITED LIABILITY COMPANY, ALAN A. AND MARY K. ANDERSON (HUSBAND AND WIFE) THE OWNERS OF RECORD OF THE LAND SHOWN ON THIS PLAT AND DESCRIBED IN THE LEGAL DESCRIPTION HEREIN, HAVE CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED, PLATTED AND DESIGNATED AS "SHADOW RIDGE 9TH ADDITION", A SUBDIVISION IN THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA, LOCATED IN THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 8 NORTH, RANGE 10 WEST OF THE SIXTH P.M., ADAMS COUNTY, NEBRASKA, AND THAT SAID SURVEYING, SUBDIVIDING, PLATTING AND DESIGNATION WAS DONE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES AND WISHES OF THE UNDERSIGNED OWNERS. BE IT FURTHER KNOWN, THAT SAID OWNERS DO HEREBY DEDICATE ALL STREETS AND EASEMENTS SHOWN ON THE PLAT TO THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA.

SIGNED THIS _____ DAY OF _____, 20____.

WESTBROOK VILLAGE, L.L.C.

ALAN M. ANDERSON
MANAGING MEMBER OF WESTBROOK VILLAGE, L.L.C.

MARY K. ANDERSON

WAIVER

APPLICANTS HEREBY WAIVES ANY AND ALL CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHMENT OF GRADES OR THE ALTERATION OF THE SURFACE OF ANY PORTION OF THE STREETS AND ALLEYS TO CONFORM TO SAID GRADES AS ESTABLISHED.

SIGNED THIS _____ DAY OF _____, 20____.

WESTBROOK VILLAGE, L.L.C.

ALAN M. ANDERSON
MANAGING MEMBER OF WESTBROOK VILLAGE, L.L.C.

MARY K. ANDERSON

ACKNOWLEDGEMENT

STATE OF NEBRASKA }
 } SS
COUNTY OF ADAMS }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE _____ DAY
OF _____, 2019, BY ALAN M. AND MARY K ANDERSON (HUSBAND AND WIFE)

MY COMMISSION EXPIRES THE _____ DAY OF _____, _____.

(SEAL)

NOTARY

MAYOR AND CITY COUNCIL ACTION

THIS PLAT OF SHADOW RIDGE 9TH ADDITION, A SUBDIVISION
IN THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA, IS

HEREBY _____, DATED THIS _____ DAY OF _____, _____.

MAYOR

CITY CLERK

G.P.S. PROJECT # 080-2018

SHEET 2 OF 3

SHADOW RIDGE 9TH ADDITION

A 1.60 ACRE SUBDIVISION IN THE CITY OF HASTINGS, ADAMS COUNTY,
NEBRASKA, LOCATED IN THE NORTHWEST QUARTER OF SECTION
36, T8N-R10W, OF THE SIXTH P.M., ADAMS COUNTY, NEBRASKA.

COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE RECORDS OF MY OFFICE SHOW NO TAXES
ARE DUE OR DELINQUENT UPON THE PROPERTY IN THE LEGAL DESCRIPTION
ON THIS PLAT AS OF THIS _____ DAY OF _____ , _____.

ADAMS COUNTY TREASURER

CITY ENGINEER'S APPROVAL

I, THE UNDERSIGNED, DO HEREBY _____ THIS PLAT OF SHADOW RIDGE 9TH ADDITION,
A SUBDIVISION TO THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA.

CITY ENGINEER

CITY PLANNING COMMISSION RECOMMENDATION

THIS PLAT OF SHADOW RIDGE 9TH ADDITION, A SUBDIVISION IN THE CITY OF HASTINGS, ADAMS
COUNTY, NEBRASKA, HAS BEEN SUBMITTED TO AND REVIEWED BY THE CITY PLANNING COMMISSION FOR
APPROVAL AND IS HEREBY TRANSMITTED TO THE GOVERNING BODY OF THE CITY OF HASTINGS, ADAMS
COUNTY, NEBRASKA, WITH THE RECOMMENDATION THAT SAID PLAT BE _____ AS PROPOSED
DATED THIS _____ DAY OF _____ , _____ .

CHAIRMAN

DIRECTOR

CITY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE RECORDS OF MY OFFICE SHOW NO SPECIAL ASSESSMENTS ARE
DELINQUENT UPON THE PROPERTY DESCRIBED IN THE LEGAL DESCRIPTION ON THIS PLAT.

CITY OF HASTINGS TREASURER

REGISTER OF DEEDS CERTIFICATE

STATE OF NEBRASKA }
COUNTY OF ADAMS } SS
 }

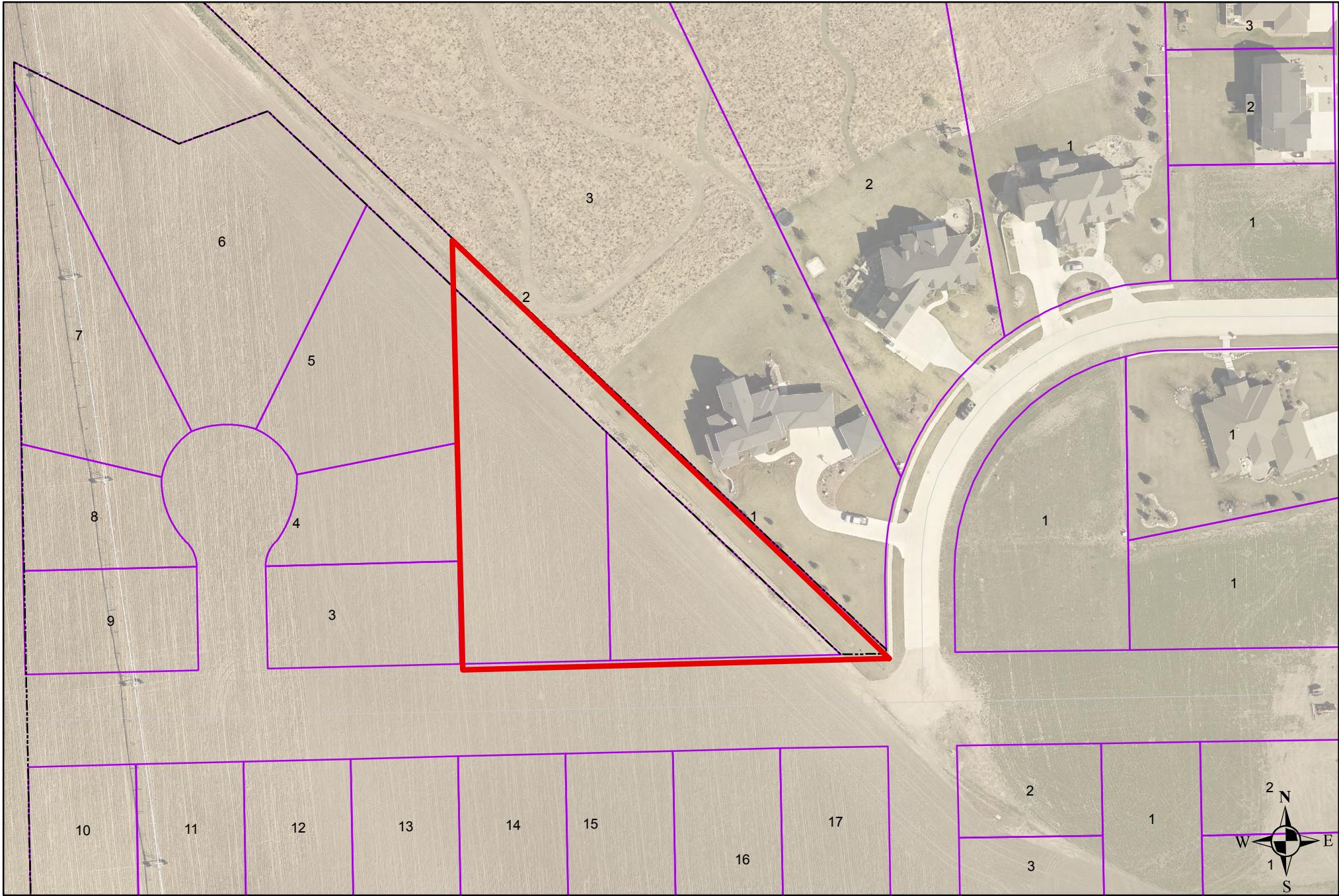
THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD
IN THE REGISTER OF DEEDS OFFICE OF ADAMS COUNTY, NEBRASKA
DATE: _____ TIME: _____ INSTRUMENT NO.: _____

REGISTER OF DEEDS

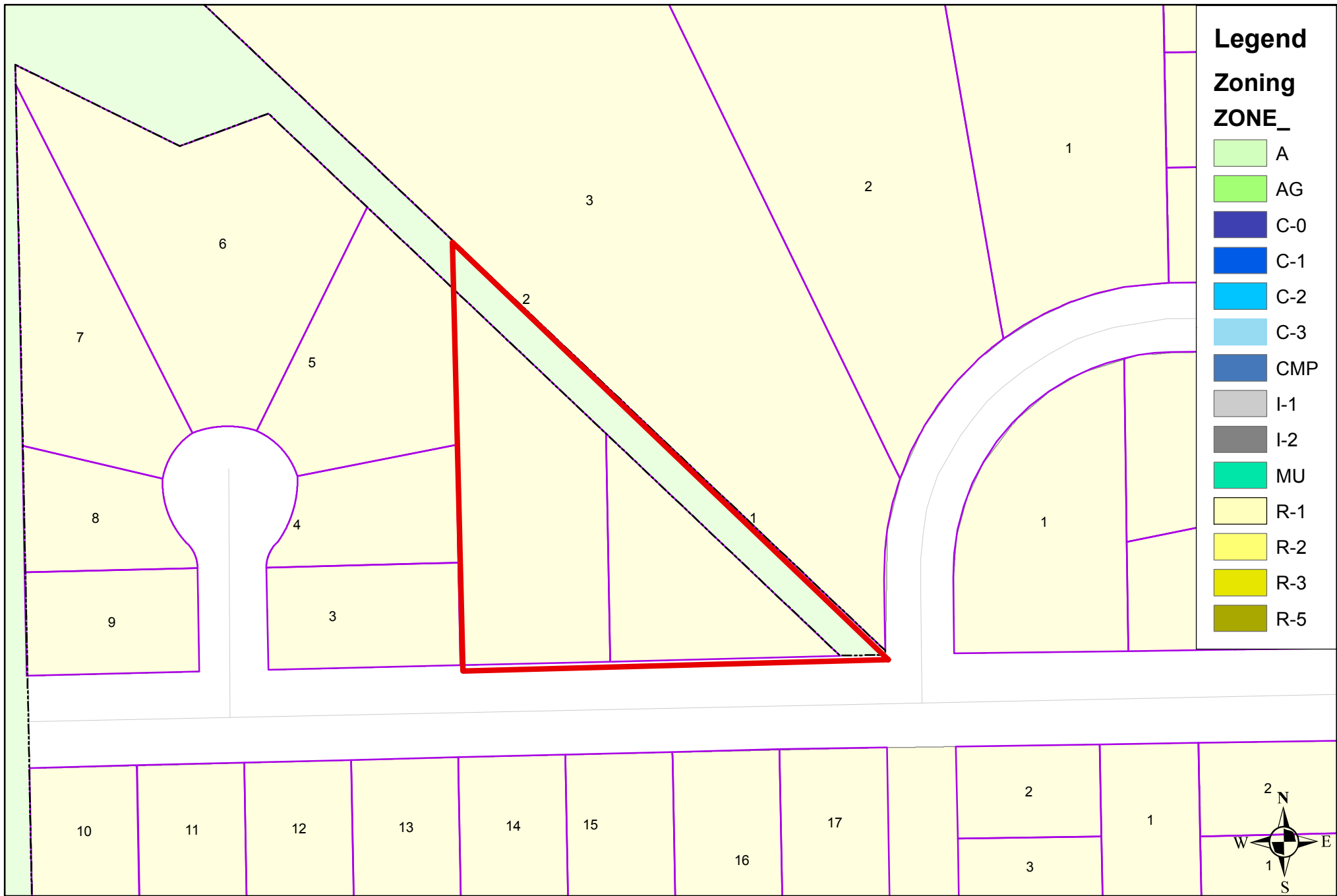
G.P.S. PROJECT # 080-2018

SHADOW RIDGE 9TH ADDITION

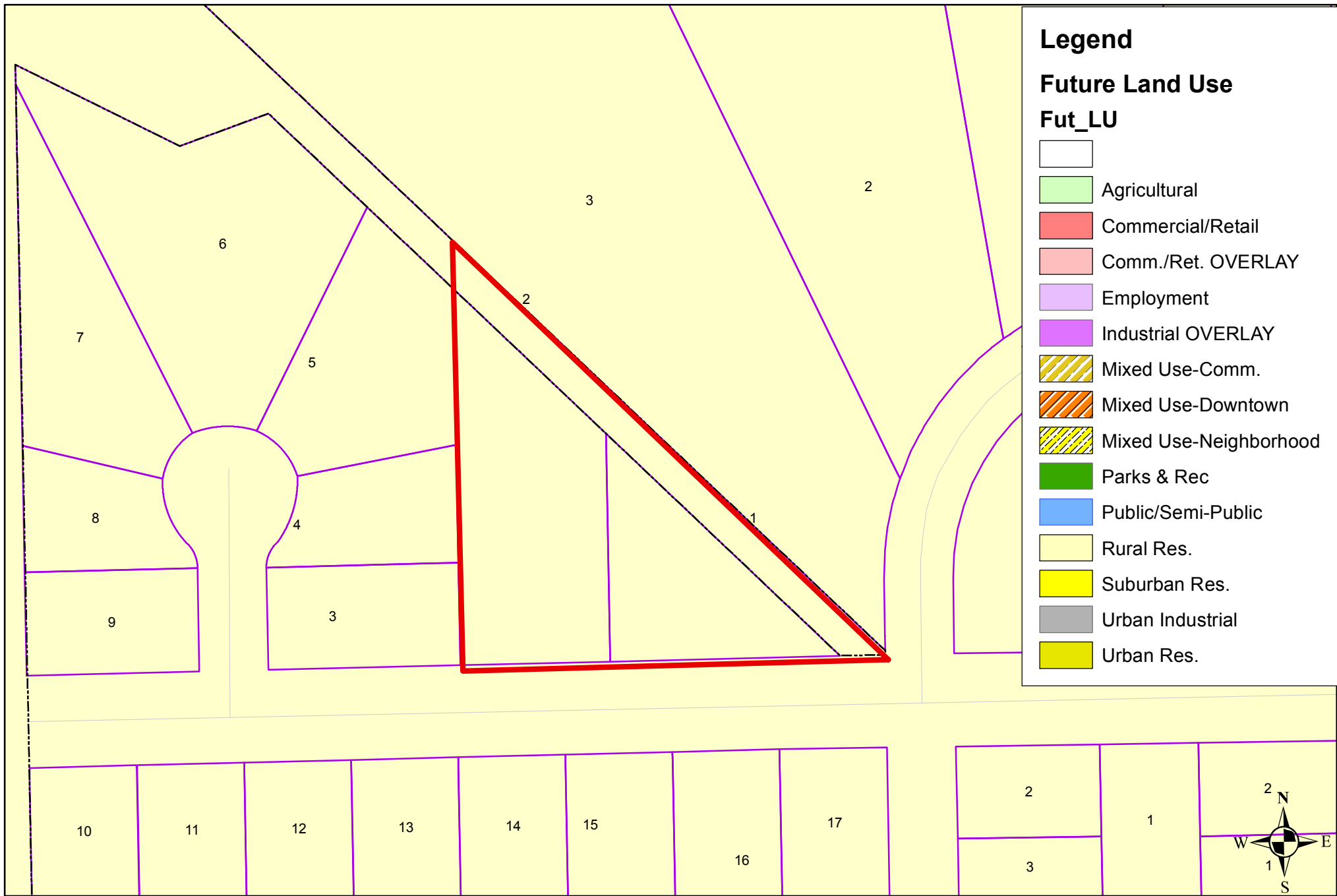
A 1.60 ACRE SUBDIVISION IN THE CITY OF HASTINGS, ADAMS COUNTY,
NEBRASKA, LOCATED IN THE NORTHWEST QUARTER OF SECTION
36, T8N-R10W, OF THE SIXTH P.M., ADAMS COUNTY, NEBRASKA.



Shadow Ridge 9th Addition, Aerial Map



Shadow Ridge 9th Addition, Zoning Map



Shadow Ridge 9th Addition, Future Land Use Map

Department: Development Services
Staff Contact: Donald Threewitt
Council Meeting Date: 03/11/2019

AGENDA ITEM SUMMARY SHEET

Description of Item:

Consider a zoning change from "R-1 Single Family Residential" and "A Agricultural" to "R-1 Single Family Residential" for Shadow Ridge 9th Addition.

Names of People/Business affected by this action:

Property owners, the people of Hastings, and the City.

Why Council action is required:

Upon the final hearing of an application to amend the zoning map, 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 [34-801 (2)(f)].

Type of action requested:

Ordinance

Suggested motion:

Motion to approve a zoning change to R-1 Single family Residential for Shadow Ridge 9th Addition.

Deadlines associated with action:

Department head comments:

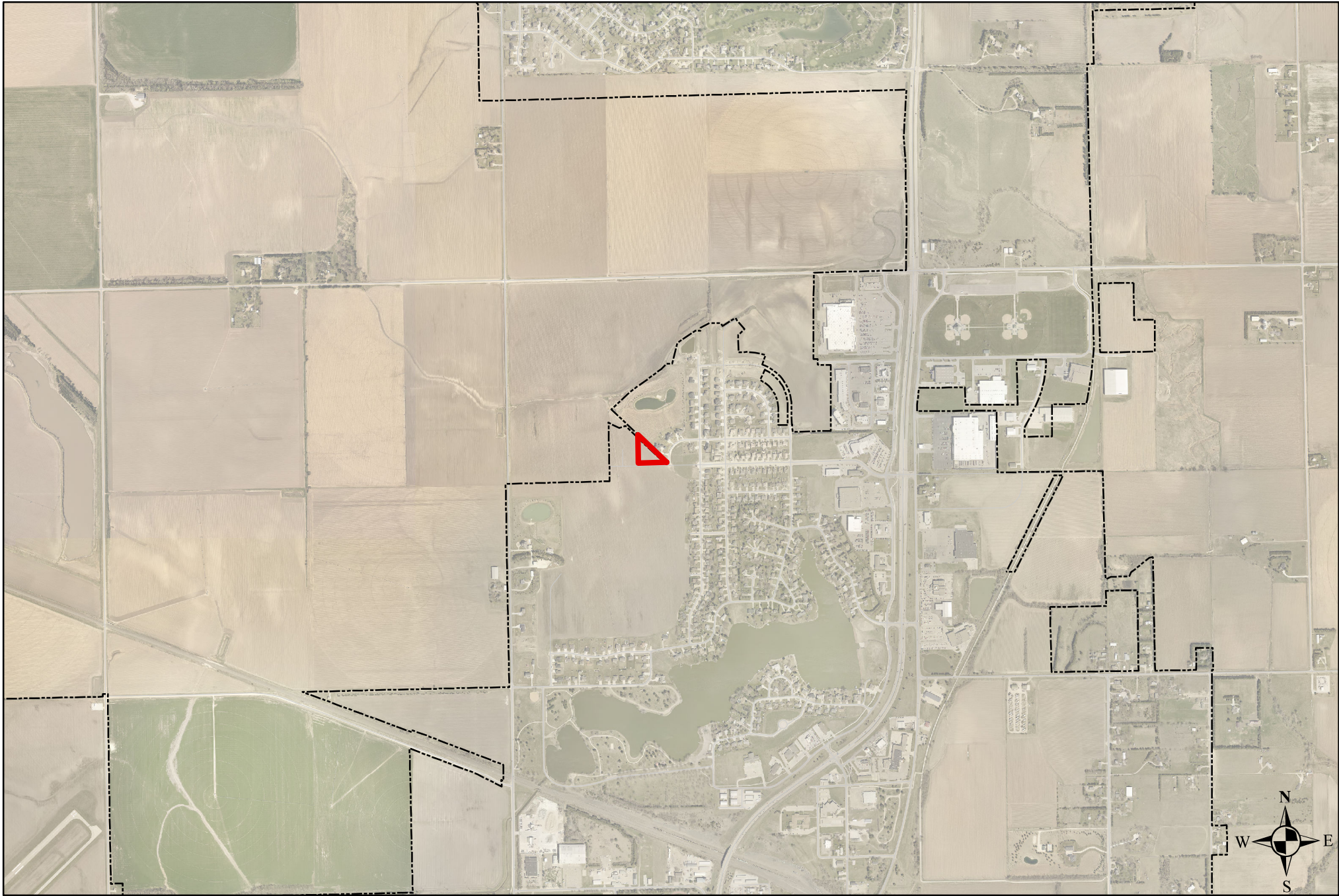
Two neighboring residents have elected to purchase Lot 1 of Shadow Ridge 7th addition and a 60' unplatted access easement (which is situated in the county) from the developer. The owners wish to divide the two properties equally. In order to do so, this easement needs to be brought into city limits and properly zoned, and the parcels need to be replatted.

This zone change will bring all parcels into the R-1 Single family zone district. Future Land Use designation for the area is Suburban Residential, and all surrounding property is zoned R-1 Single Family Residential.

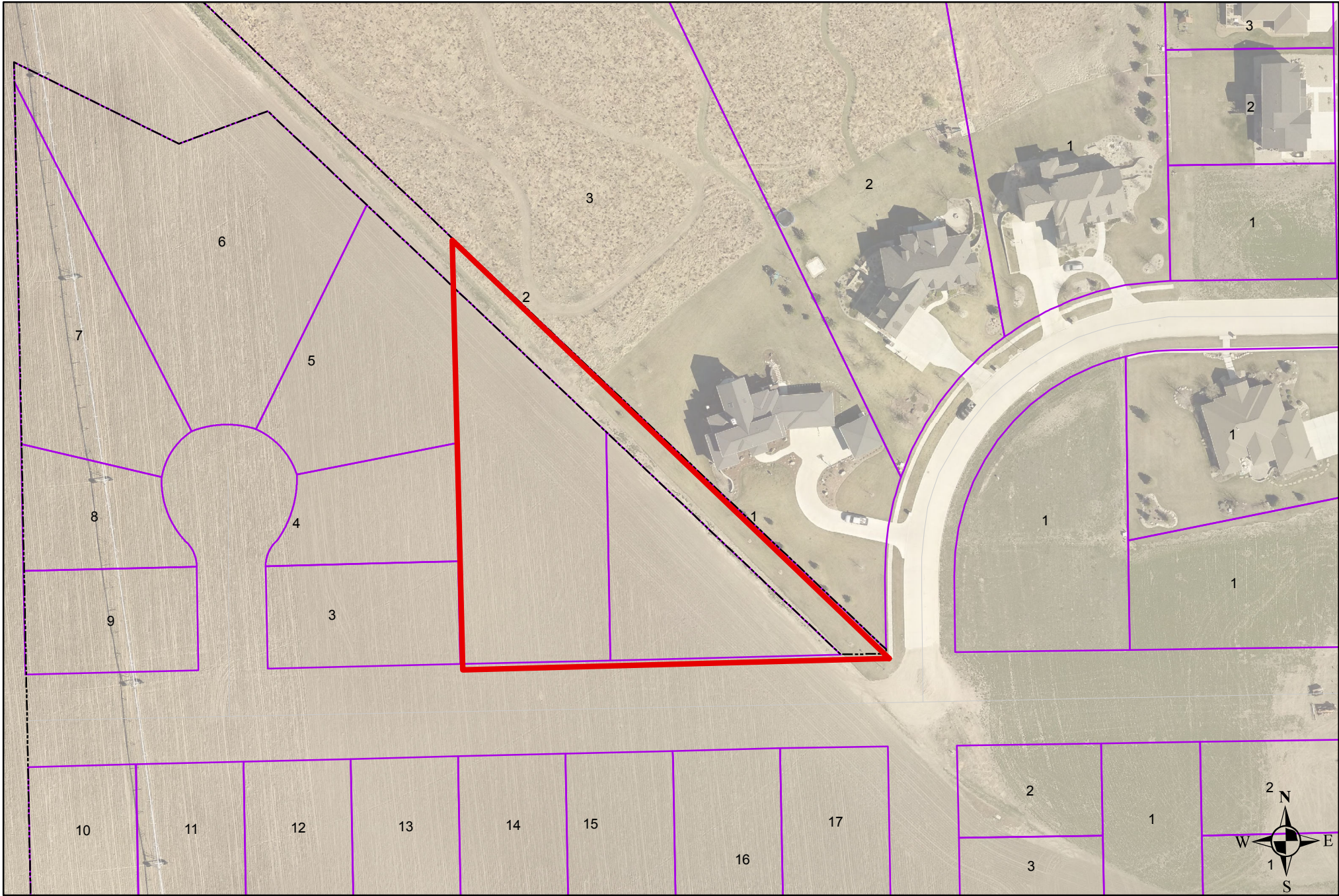
On February 18, the Planning Commission voted 5-0 in favor of recommending approval.

City Administrator comments:

Recommend approval

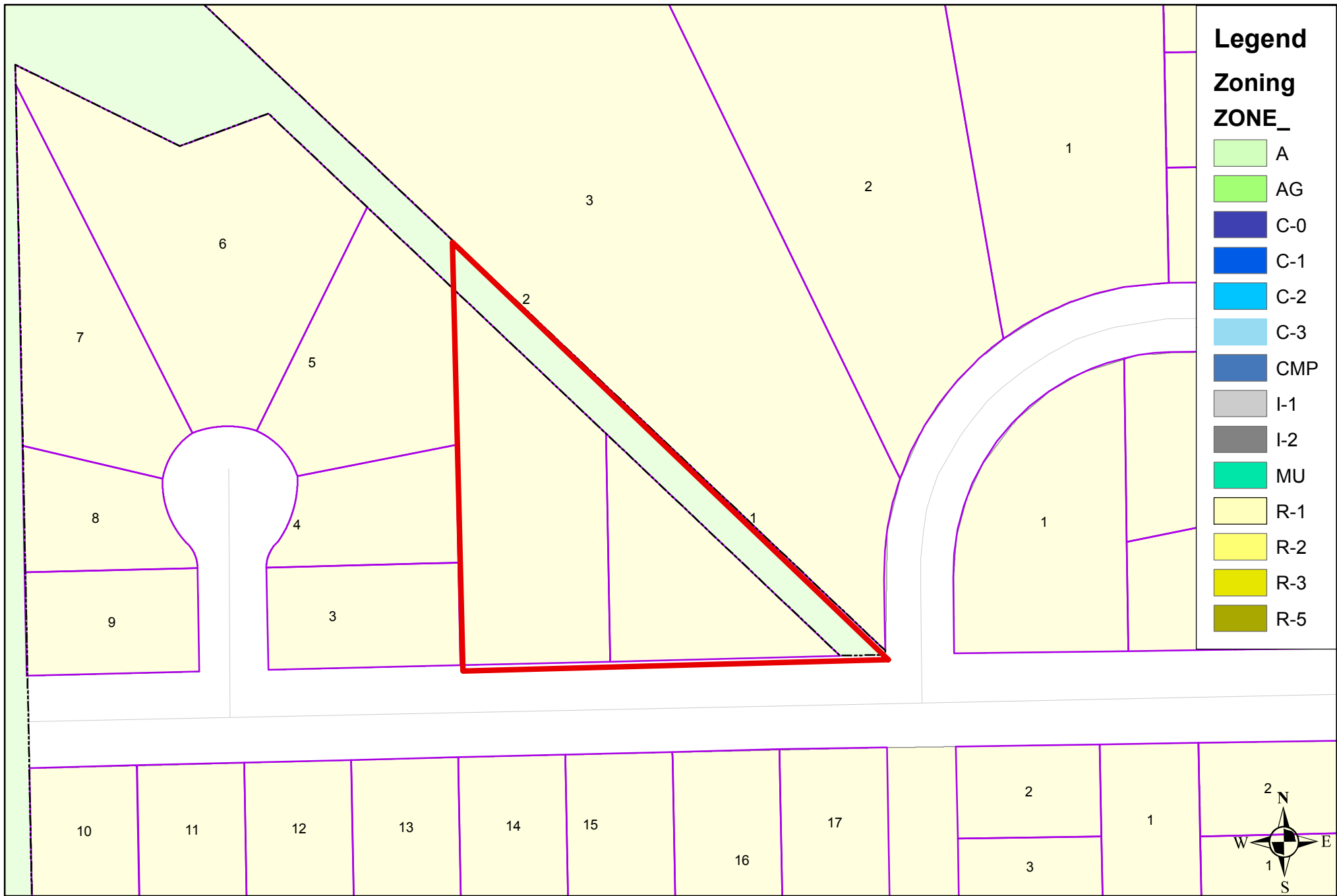


Shadow Ridge 9th Addition, Vicinity Map

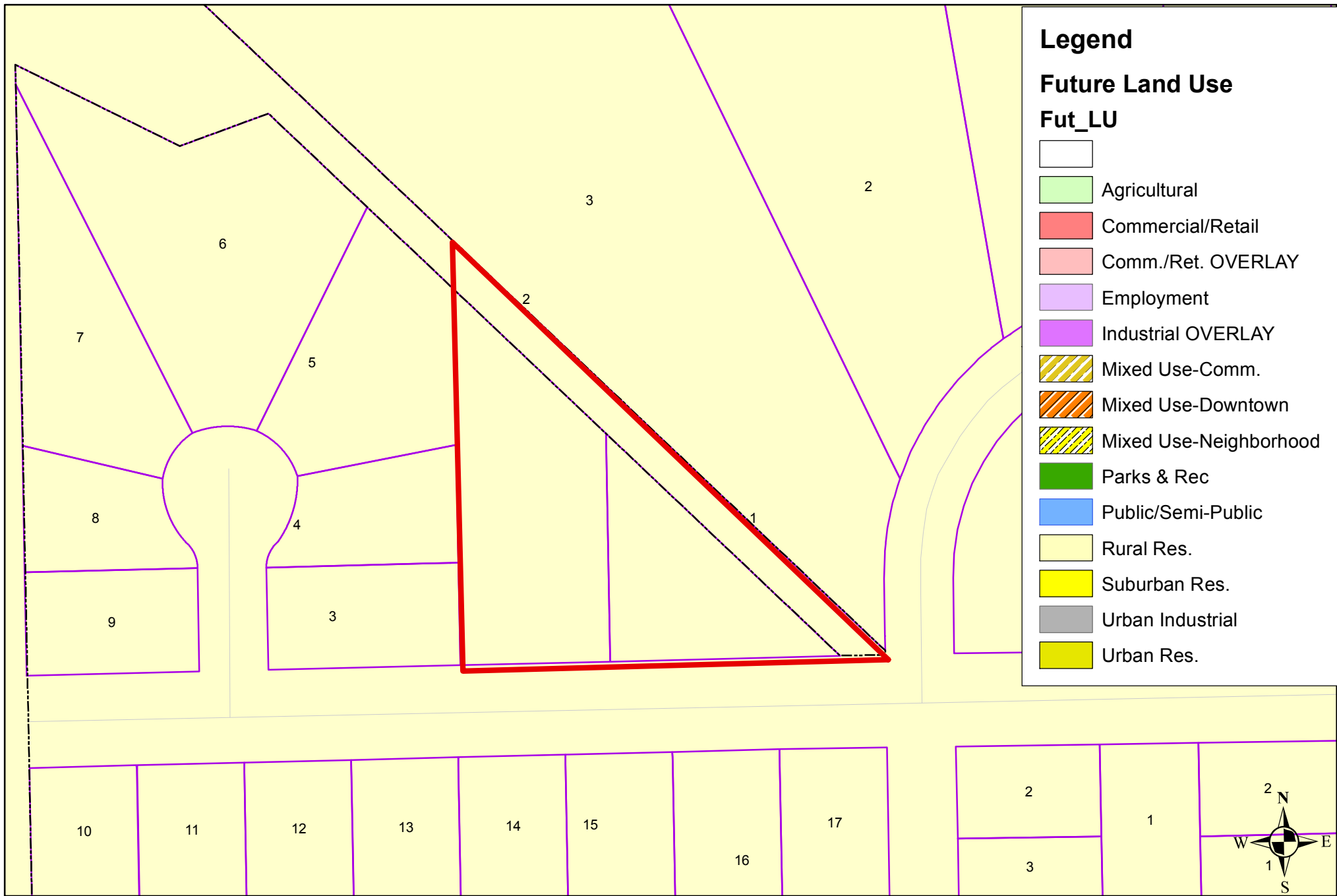


Shadow Ridge 9th Addition, Aerial Map





Shadow Ridge 9th Addition, Zoning Map



Shadow Ridge 9th Addition, Future Land Use Map

SHADOW RIDGE 9TH ADDITION

A 1.60 ACRE SUBDIVISION THAT INCLUDES LOTS 1 AND 2 IN SHADOW RIDGE 7TH ADDITION AND A 30.0' WIDE STRIP OF LAND LOCATED IN THE NW 1/4 OF SECTION 36-T8N-R10W, IN THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA.

FLOODPLAIN INFORMATION:

NO PORTION OF THE PROPERTY ON THIS SUBDIVISION PLAT FALLS WITHIN THE 100 YEAR FLOODPLAIN AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND FIRM MAP, COMMUNITY PANNEL NUMBER 31001C0157C, EFFECTIVE 7/5/2018.

LEGAL DESCRIPTION:

A TRACT OF LAND ENCOMPASSING LOT 1 AND LOT 2 OF SHADOW RIDGE 7TH ADDITION AND A 30.00 FOOT WIDE STRIP OF LAND ADJACENT TO THE NORTHEASTERLY SIDE OF SAID LOTS 1 AND 2, ALL IN THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 8 NORTH, RANGE 10 WEST, OF THE 6TH P.M., IN THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

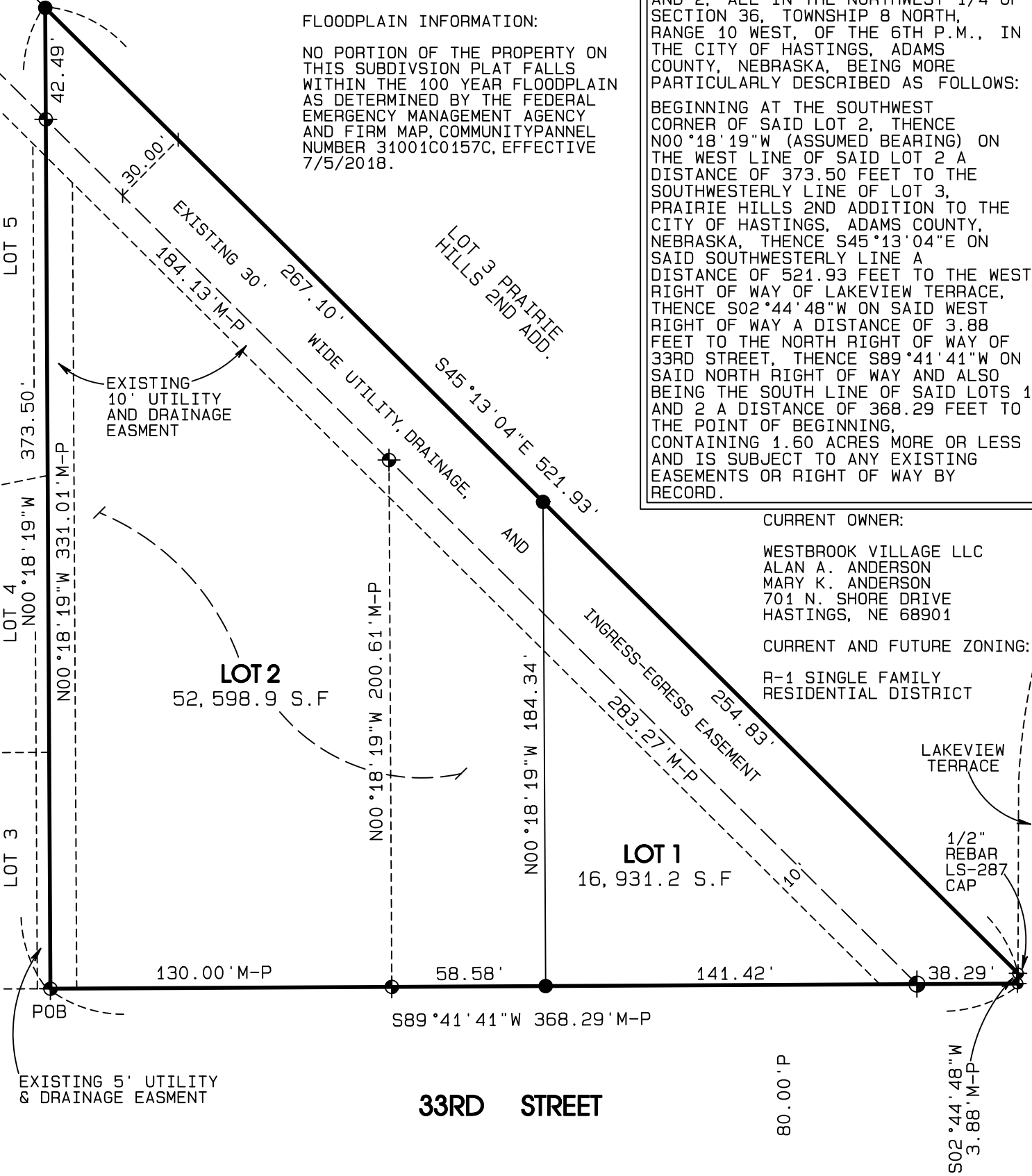
BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2, THENCE N00°18'19"W (ASSUMED BEARING) ON THE WEST LINE OF SAID LOT 2 A DISTANCE OF 373.50 FEET TO THE SOUTHWESTERLY LINE OF LOT 3, PRAIRIE HILLS 2ND ADDITION TO THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA, THENCE S45°13'04"E ON SAID SOUTHWESTERLY LINE A DISTANCE OF 521.93 FEET TO THE WEST RIGHT OF WAY OF LAKEVIEW TERRACE, THENCE S02°44'48"W ON SAID WEST RIGHT OF WAY A DISTANCE OF 3.88 FEET TO THE NORTH RIGHT OF WAY OF 33RD STREET, THENCE S89°41'41"W ON SAID NORTH RIGHT OF WAY AND ALSO BEING THE SOUTH LINE OF SAID LOTS 1 AND 2 A DISTANCE OF 368.29 FEET TO THE POINT OF BEGINNING, CONTAINING 1.60 ACRES MORE OR LESS AND IS SUBJECT TO ANY EXISTING EASEMENTS OR RIGHT OF WAY BY RECORD.

CURRENT OWNER:

WESTBROOK VILLAGE LLC
ALAN A. ANDERSON
MARY K. ANDERSON
701 N. SHORE DRIVE
HASTINGS, NE 68901

CURRENT AND FUTURE ZONING:

R-1 SINGLE FAMILY
RESIDENTIAL DISTRICT



GPS PROJECT # 080-2018

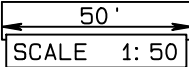


SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS PLAT OF A SURVEY WAS MADE BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE, AND THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA. COMPLETED ON THE 31ST DAY OF DECEMBER, 2018.

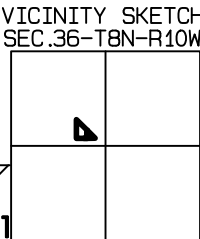
JOSHUA E. GRUMMERT | LS-783

SHEET 1 OF 3



LEGEND :

- D-DEED DISTANCE
- M-MEASURED DISTANCE
- R-RECORD DISTANCE
- G-GOVERNMENT DISTANCE
- P-PLATTED DISTANCE
- FOUND 1/2" REBAR W/ BLUE LS-783 CAP UNLESS NOTED
- SET 1/2"x24" REBAR WITH BLUE LS-783 CAP UNLESS NOTED OTHERWISE



GRUMMERT PROFESSIONAL SERVICES, LLC

2837 W. HWY 6, STE # 206, HASTINGS, NE 68901 - PHONE 402-879-5701

EMAIL - jmgrummer@yahoo.com - website - grummertsurveying.com

OWNERS CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT WESTBROOK VILLAGE, L.L.C., A NEBRASKA LIMITED LIABILITY COMPANY, ALAN A. AND MARY K. ANDERSON (HUSBAND AND WIFE) THE OWNERS OF RECORD OF THE LAND SHOWN ON THIS PLAT AND DESCRIBED IN THE LEGAL DESCRIPTION HEREIN, HAVE CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED, PLATTED AND DESIGNATED AS "SHADOW RIDGE 9TH ADDITION", A SUBDIVISION IN THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA, LOCATED IN THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 8 NORTH, RANGE 10 WEST OF THE SIXTH P.M., ADAMS COUNTY, NEBRASKA, AND THAT SAID SURVEYING, SUBDIVIDING, PLATTING AND DESIGNATION WAS DONE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES AND WISHES OF THE UNDERSIGNED OWNERS. BE IT FURTHER KNOWN, THAT SAID OWNERS DO HEREBY DEDICATE ALL STREETS AND EASEMENTS SHOWN ON THE PLAT TO THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA.

SIGNED THIS _____ DAY OF _____, 20____.

WESTBROOK VILLAGE, L.L.C.

ALAN M. ANDERSON
MANAGING MEMBER OF WESTBROOK VILLAGE, L.L.C.

MARY K. ANDERSON

WAIVER

APPLICANTS HEREBY WAIVES ANY AND ALL CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHMENT OF GRADES OR THE ALTERATION OF THE SURFACE OF ANY PORTION OF THE STREETS AND ALLEYS TO CONFORM TO SAID GRADES AS ESTABLISHED.

SIGNED THIS _____ DAY OF _____, 20____.

WESTBROOK VILLAGE, L.L.C.

ALAN M. ANDERSON
MANAGING MEMBER OF WESTBROOK VILLAGE, L.L.C.

MARY K. ANDERSON

ACKNOWLEDGEMENT

STATE OF NEBRASKA }
 } SS
COUNTY OF ADAMS }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE _____ DAY OF _____, 2019, BY ALAN M. AND MARY K ANDERSON (HUSBAND AND WIFE)

MY COMMISSION EXPIRES THE _____ DAY OF _____, _____.

(SEAL)

NOTARY

MAYOR AND CITY COUNCIL ACTION

THIS PLAT OF SHADOW RIDGE 9TH ADDITION, A SUBDIVISION IN THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA, IS

HEREBY _____, DATED THIS _____ DAY OF _____, _____.

MAYOR

CITY CLERK

G.P.S. PROJECT # 080-2018

SHADOW RIDGE 9TH ADDITION

A 1.60 ACRE SUBDIVISION IN THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA, LOCATED IN THE NORTHWEST QUARTER OF SECTION 36, T8N-R10W, OF THE SIXTH P.M., ADAMS COUNTY, NEBRASKA.

COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE RECORDS OF MY OFFICE SHOW NO TAXES
ARE DUE OR DELINQUENT UPON THE PROPERTY IN THE LEGAL DESCRIPTION
ON THIS PLAT AS OF THIS _____ DAY OF _____ , _____.

ADAMS COUNTY TREASURER

CITY ENGINEER'S APPROVAL

I, THE UNDERSIGNED, DO HEREBY _____ THIS PLAT OF SHADOW RIDGE 9TH ADDITION,
A SUBDIVISION TO THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA.

CITY ENGINEER

CITY PLANNING COMMISSION RECOMMENDATION

THIS PLAT OF SHADOW RIDGE 9TH ADDITION, A SUBDIVISION IN THE CITY OF HASTINGS, ADAMS
COUNTY, NEBRASKA, HAS BEEN SUBMITTED TO AND REVIEWED BY THE CITY PLANNING COMMISSION FOR
APPROVAL AND IS HEREBY TRANSMITTED TO THE GOVERNING BODY OF THE CITY OF HASTINGS, ADAMS
COUNTY, NEBRASKA, WITH THE RECOMMENDATION THAT SAID PLAT BE _____AS PROPOSED
DATED THIS _____ DAY OF _____ , _____ .

CHAIRMAN

DIRECTOR

CITY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE RECORDS OF MY OFFICE SHOW NO SPECIAL ASSESSMENTS ARE
DELINQUENT UPON THE PROPERTY DESCRIBED IN THE LEGAL DESCRIPTION ON THIS PLAT.

CITY OF HASTINGS TREASURER

REGISTER OF DEEDS CERTIFICATE

STATE OF NEBRASKA}
COUNTY OF ADAMS } SS
 }

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD
IN THE REGISTER OF DEEDS OFFICE OF ADAMS COUNTY, NEBRASKA
DATE: _____ TIME: _____ INSTRUMENT NO.: _____

REGISTER OF DEEDS

G.P.S. PROJECT # 080-2018

SHADOW RIDGE 9TH ADDITION

A 1.60 ACRE SUBDIVISION IN THE CITY OF HASTINGS, ADAMS COUNTY,
NEBRASKA, LOCATED IN THE NORTHWEST QUARTER OF SECTION
36, T8N-R10W, OF THE SIXTH P.M., ADAMS COUNTY, NEBRASKA.

ORDINANCE NO. 45__

AN ORDINANCE OF THE CITY OF HASTINGS, NEBRASKA, TO AMEND THE OFFICIAL ZONING DISTRICT MAP OF THE CITY OF HASTINGS, NEBRASKA TO REZONE CERTAIN PROPERTY FROM "R-1, SINGLE FAMILY RESIDENTIAL" AND "A, AGRICULTURE" TO "R-1, SINGLE FAMILY RESIDENTIAL"; TO REPEAL ANY ORDINANCE IN CONFLICT HEREWITH; AND TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

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

SECTION 1. That the following described real property, to wit:

All lots in Shadow Ridge 9th Addition to the City of Hastings, Adams County, Nebraska.,

currently zoned R-1, Single Family Residential and A, Agriculture, be and the same is hereby rezoned to R-1, Single Family Residential.

SECTION 2. That the City Engineer is hereby directed to cause the Official Zoning District Map of the City of Hastings, Nebraska to be changed in accordance with the foregoing provisions.

SECTION 3. That any ordinance passed and approved prior to the passage of this ordinance, and in conflict with its provisions, is hereby repealed.

SECTION 4. This ordinance shall take effect and be in full force from and after its passage, approval and publication in pamphlet form, said effective date being the ____ day of _____, 2019, and this ordinance shall not 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 _____, 2019.

ATTEST:

Mayor

City Clerk

(S E A L)

APPROVED TO FORM:

City Attorney

Department: Development Services
Staff Contact: Donald Threewitt
Council Meeting Date: 03/11/2019

AGENDA ITEM SUMMARY SHEET

Description of Item:

- A. Consider a recommendation to bring Coal Train First Addition into the City of Hastings.
- B. Consider a recommendation to approve a preliminary/final plat for Coal Train First Addition.

Names of People/Business affected by this action:

The applicant, the people of Hastings, and the City.

Why Council action is required:

The planning commission and the governing body must each conduct separate public hearings on the two separate questions of (1) approval of a plat addition and (2) inclusion of the addition within the corporate limits of the city. There must be separate votes on the two questions (N.R.S. 19-916).

Type of action requested:

Motion

Suggested motion:

Motion #1: Motion to approve bringing Coal Train First Addition into the City of Hastings.

Motion #2: Motion to approve a preliminary/final plat for Coal Train First Addition to the City of Hastings.

Deadlines associated with action:

Department head comments:

This is a plat addition of city-owned property south of and adjacent to the power plant, located south of Coal Train Road and west of Maxon Ave. The intent is to adequately position these parcels for future development or disposal if an opportunity presents itself or circumstances warrant.

The property is zoned I-2 Heavy Industrial and the future land use designation is Employment. Current land uses conform to the zoning and comprehensive plan designation, and there are no

proposed alternative uses of the land.

The plat was reviewed by the development review team and the applicant has made all suggested revisions. All requirements of Hastings City Code Sections 38-202 and 38-203 have been met, and the plat may be approved. On February 18, the Planning Commission voted 5-0 in favor of recommending approval for Coal Train First Addition.

City Administrator comments:

Recommend approval

COAL TRAIN FIRST ADDITION
PRELIMINARY / FINAL PLAT

AN ADDITION TO THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA, LOCATED IN THE SOUTH 1/2 OF SECTION 14, TOWNSHIP 7 NORTH, RANGE 9 WEST, OF THE 6TH P.M., ADAMS COUNTY, NEBRASKA

TREE FOREST ADDITION
INS # 20151909
PT. NE 1/4, 15-7-9

NW CORNER, SOUTH 1/2, SEC. 14-T7N-R9W,
FOUND 2.5" ALM. CAP. LS-287 0.6' DEEP

S. 94.00' 5/8" REBAR W/ LS-448 CAP
W. 63.73' FOUND MAG-NAIL IN P.P.
SW 92.22' FOUND NAIL & DISK IN C.F.P

PT. NORTH 1/2, 14-7-9
OWNER: CITY OF HASTINGS

NE CORNER, SOUTH 1/2, SEC. 14-T7N-R9W,
FOUND SURVEY MARKER IN ASPHALT

W. 47.86' FOUND PK-NAIL IN TPED POST
E. 29.12' FOUND PK-NAIL IN P.P.
SW 98.53' TOP CENTER NUT ON FIRE HYD.

OWNER :
F & K ENTERPRISES LLC
PT. SE 1/4, 15-7-9
INS # 19993431

LOVETT SUBDIVISION
INS # 19974582

LOVETT SUBDIVISION
INS # 19974582

LOT 1
123.51 ACRES

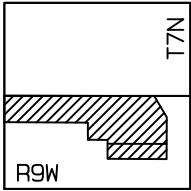
REFERENCING TRACT 4 OF
DEED INS # 20064758

ANYA COMPANY RAILWAY
ST. JOSEPH & GRAND ISLAND
OWNER: NMO



SHEET 1 OF 2
SCALE 1" = 400'

VICINITY SKETCH
ADAMS COUNTY
SECTION 14



G.P.S. PROJECT # 007-2019

LEGEND :

D-DEED DISTANCE
M-MEASURED DISTANCE
B- BLODGETT 2008
W- WHITFIELD 2010
P-PLATTED DISTANCE
G-GOVERNMENT DISTANCE

● FOUND CORNER

○ CALCULATED POINT

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

SURVEYOR'S CERTIFICATE:

I JOSHUA EUGENE GRUMMERT, A LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA, DO HEREBY CERTIFY THIS PLAT OF A SURVEY WAS MADE BY ME OR UNDER MY SUPERVISION, THIS 31ST DAY OF JANUARY, 2019.

JOSHUA E. GRUMMERT | LS-783

GRUMMERT PROFESSIONAL SERVICES, LLC
2837 W. HWY 6, STE 206, HASTINGS, NE 68901
PHONE 402-879-5701 EMAIL jmgrummert@yahoo.com
WWW.GRUMMERTSURVEYING.COM



FLOODPLAIN INFORMATION:

A PORTION OF THE PROPERTY LEGALLY DESCRIBED ON THE PLAT HEREON DOES FALL WITHIN THE CONFINES OF THE SPECIAL FLOOD HAZARD AREAS AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND FIRM MAP, COMMUNITY PANEL NUMBER 31035C0150C AND 31001C0200C BOTH EFFECTIVE JULY 5, 2018.

LEGAL DESCRIPTION:

A TRACT OF LAND LOCATED IN THE SOUTH 1/2 OF SECTION 14, TOWNSHIP 7 NORTH, RANGE 9 WEST, OF THE 6TH P.M., ADAMS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTH 1/2 OF SECTION 14, THENCE N89°24'51"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID SOUTH 1/2 OF SECTION 14 A DISTANCE OF 4604.45 FEET TO THE EXTENDED WEST RIGHT OF WAY LINE OF THE EXISTING SPUR TRACTS, THENCE ON SAID EXTENDED WEST LINE AND ALSO BEING ON THE WEST RIGHT OF WAY LINE THE FOLLOWING, S31°26'49"E A DISTANCE OF 873.70 FEET, THENCE S00°34'17"E A DISTANCE OF 1300.92 FEET, THENCE LEAVING SAID WEST RIGHT OF WAY S89°27'08"W A DISTANCE OF 1838.36 FEET, THENCE N00°28'34"W A DISTANCE OF 589.98 FEET, THENCE S89°26'08"W A DISTANCE OF 613.45 FEET, THENCE N00°37'22"W A DISTANCE OF 532.16 FEET, THENCE S89°31'58"W A DISTANCE OF 2599.33 FEET TO THE WEST LINE OF THE SOUTH 1/2 OF SAID SECTION 14, THENCE N00°42'24"W ON SAID WEST LINE A DISTANCE OF 921.95 FEET TO THE POINT OF BEGINNING, CONTAINING 158.40 ACRES MORE OR LESS, OF WHICH THE NORTH 94.00 FEET OF SAID TRACT, CONTAINING 10.00 ACRES IS CURRENTLY BEING OCCUPIED AND WILL BE DEDICATED AS PUBLIC ROAD RIGHT OF WAY AND IS SUBJECT TO ANY EXISTING RIGHT OF WAY OR EASEMENTS OF RECORD.

OWNER'S CERTIFICATE:

KNOW ALL MEN BY THESE PRESENT, THAT THE CITY OF HASTINGS, A MUNICIPAL CORPORATION IN THE STATE OF NEBRASKA, BEING THE OWNER OF THE LAND DESCRIBED IN THE LEGAL DESCRIPTION HAS CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED, REPLATTED, AND DESIGNATED AS "COAL TRAIN FIRST ADDITION" LOCATED IN ADAMS COUNTY, NEBRASKA, AND THAT THE FOREGOING ACTIONS ARE DONE WITH FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS:

SIGNED THIS _____ DAY OF _____, 2019

CITY OF HASTINGS MAYOR
COREY STUTTE

HASTINGS CITY CLERK
KIMBERLY JACOBITZ

WAIVER

APPLICANTS HEREBY WAIVES ANY AND ALL CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHMENT OF GRADES OR THE ALTERATION OF THE SURFACE OF ANY PORTION OF THE STREETS AND ALLEYS TO CONFORM TO SAID GRADES AS ESTABLISHED.

SIGNED THIS _____ DAY OF _____, 2019

CITY OF HASTINGS MAYOR
COREY STUTTE

HASTINGS CITY CLERK
KIMBERLY JACOBITZ

ACKNOWLEDGEMENT:

STATE OF NEBRASKA }
 } SS
COUNTY OF ADAMS }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE _____ DAY OF _____, 2019, BY COREY STUTTE (MAYOR) AND KIMBERLY JACOBITZ (CITY CLERK)

MY COMMISSION EXPIRES THE _____ DAY OF _____, 20____.

NOTARY

{SEAL}

CITY PLANNING COMMISSION RECOMMENDATION

THIS PLAT OF COAL TRAIN FIRST ADDITION, AN ADDITION TO THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA, HAS BEEN SUBMITTED TO AND REVIEWED BY THE CITY PLANNING COMMISSION FOR APPROVAL AND IS HEREBY TRANSMITTED TO THE GOVERNING BODY OF THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA, WITH THE RECOMMENDATION THAT SAID PLAT

BE _____ AS PROPOSED DATED THIS _____ DAY OF _____, _____.

CHAIRMAN

DIRECTOR

CITY ENGINEER'S APPROVAL

I, THE UNDERSIGNED, DO HEREBY _____ THIS PLAT OF COAL TRAIN FIRST ADDITON, LOCATED IN THE SOUTH 1/2 OF SECTION 14, TOWNSHIP 7 NORTH, RANGE 9 WEST OF THE SIXTH P.M., ADAMS COUNTY, NEBRASKA.

CITY ENGINEER

CITY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE RECORDS OF MY OFFICE SHOW NO SPECIAL ASSESSMENTS ARE DELINQUENT UPON THE PROPERTY DESCRIBED IN THE LEGAL DESCRIPTION ON THIS PLAT.

CITY OF HASTINGS TREASURER

COUNTY TREASURER'S CERTIFICATE:

I HEREBY CERTIFY THAT THE RECORDS OF MY OFFICE SHOW NO TAXES ARE DUE OR DELINQUENT UPON THE PROPERTY DESCRIBED IN THE LEGAL DESCRIPTION

ON THIS PLAT AS OF THIS _____ DAY OF _____, 20____.

ADAMS COUNTY TREASURER

REGISTER OF DEEDS CERTIFICATE:

STATE OF NEBRASKA }
 } SS
COUNTY OF ADAMS }

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE REGISTER OF DEEDS OFFICE OF ADAMS COUNTY, NEBRASKA.

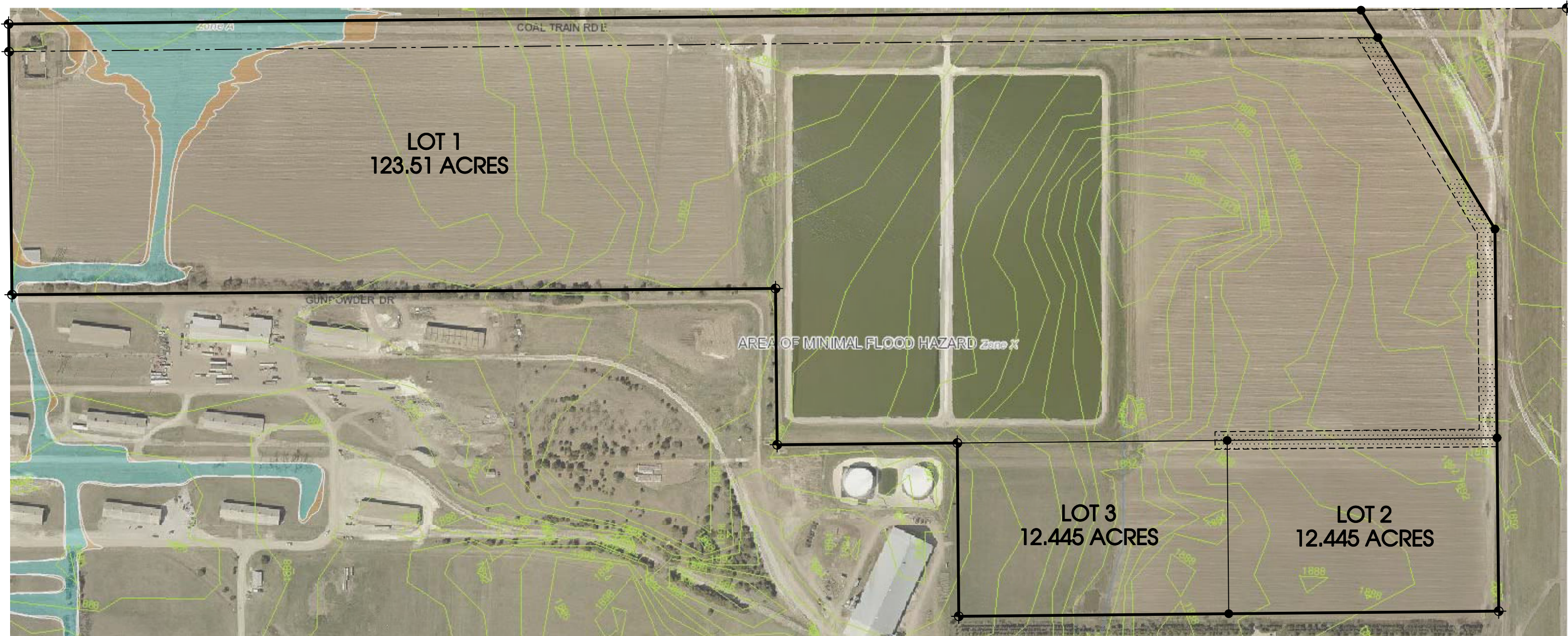
DATE: _____ TIME: _____

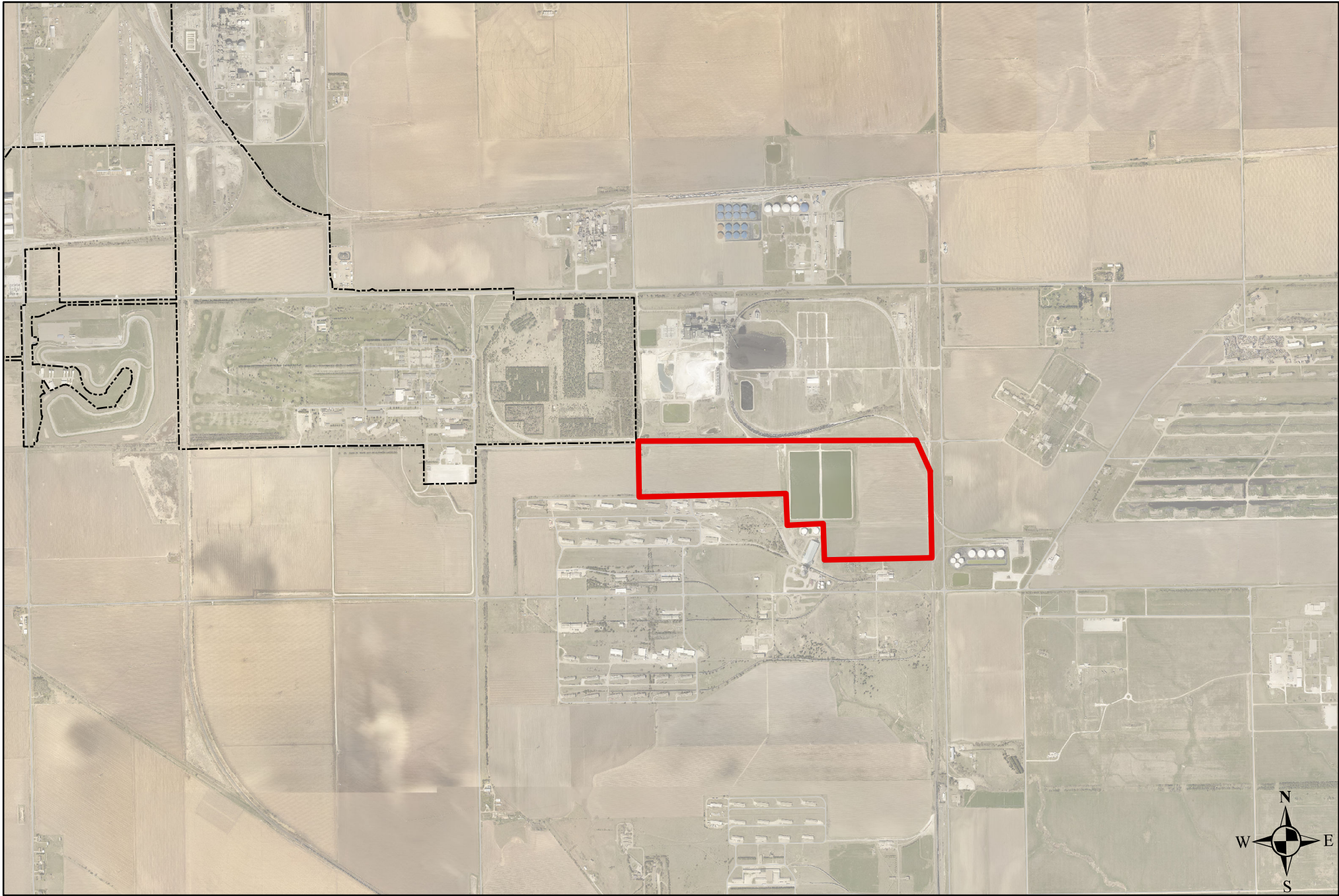
INSTRUMENT NO.: _____

REGISTER OF DEEDS

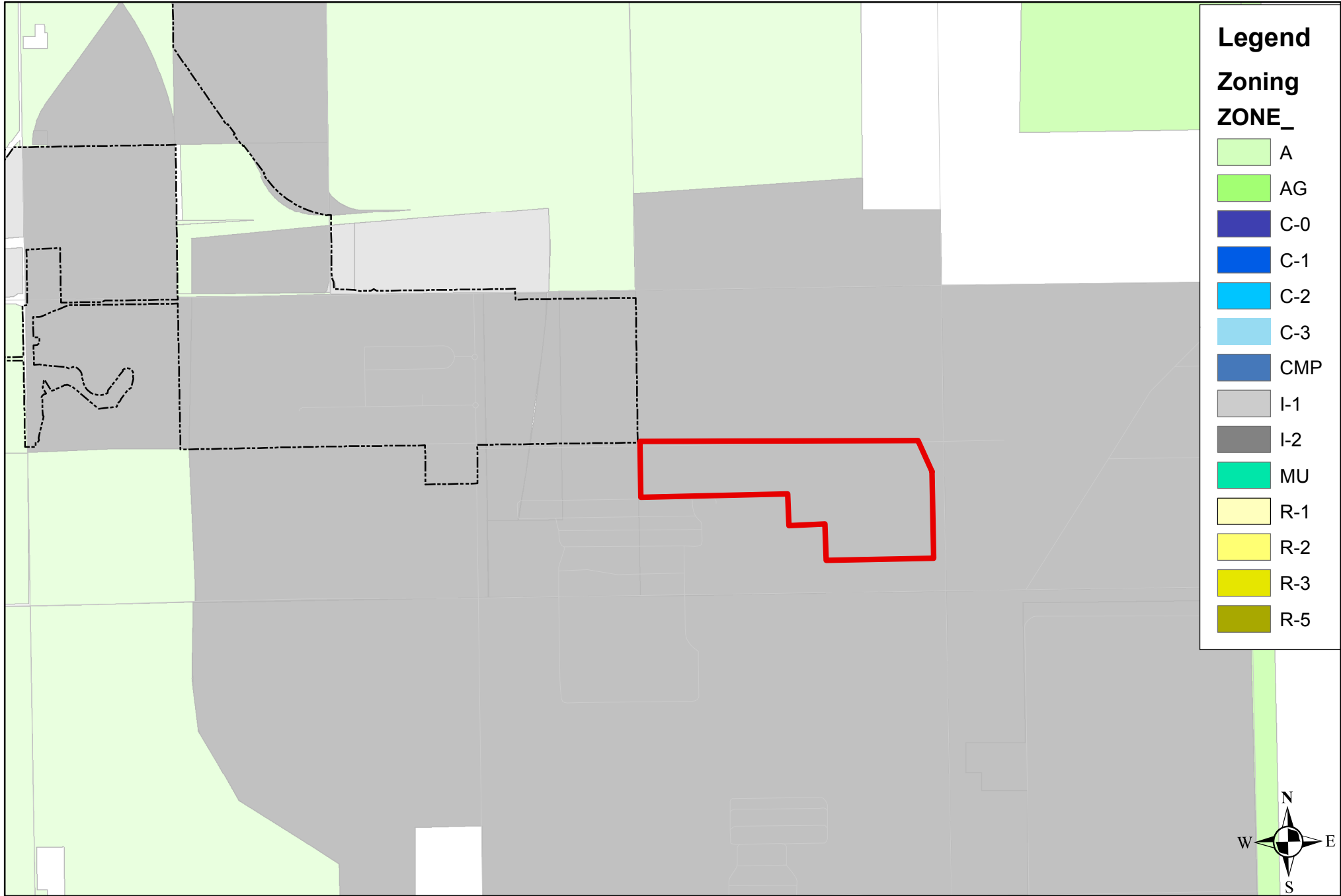
COAL TRAIN FIRST ADDITION

PRELIMINARY / FINAL PLAT





Coal Train Addition, Vicinity Map



Coal Train Addition, Zoning Map

Legend

Future Land Use

Fut_LU



Agricultural



Commercial/Retail



Comm./Ret. OVERLAY



Employment



Industrial OVERLAY



Mixed Use-Comm.



Mixed Use-Downtown



Mixed Use-Neighborhood



Parks & Rec



Public/Semi-Public



Rural Res.



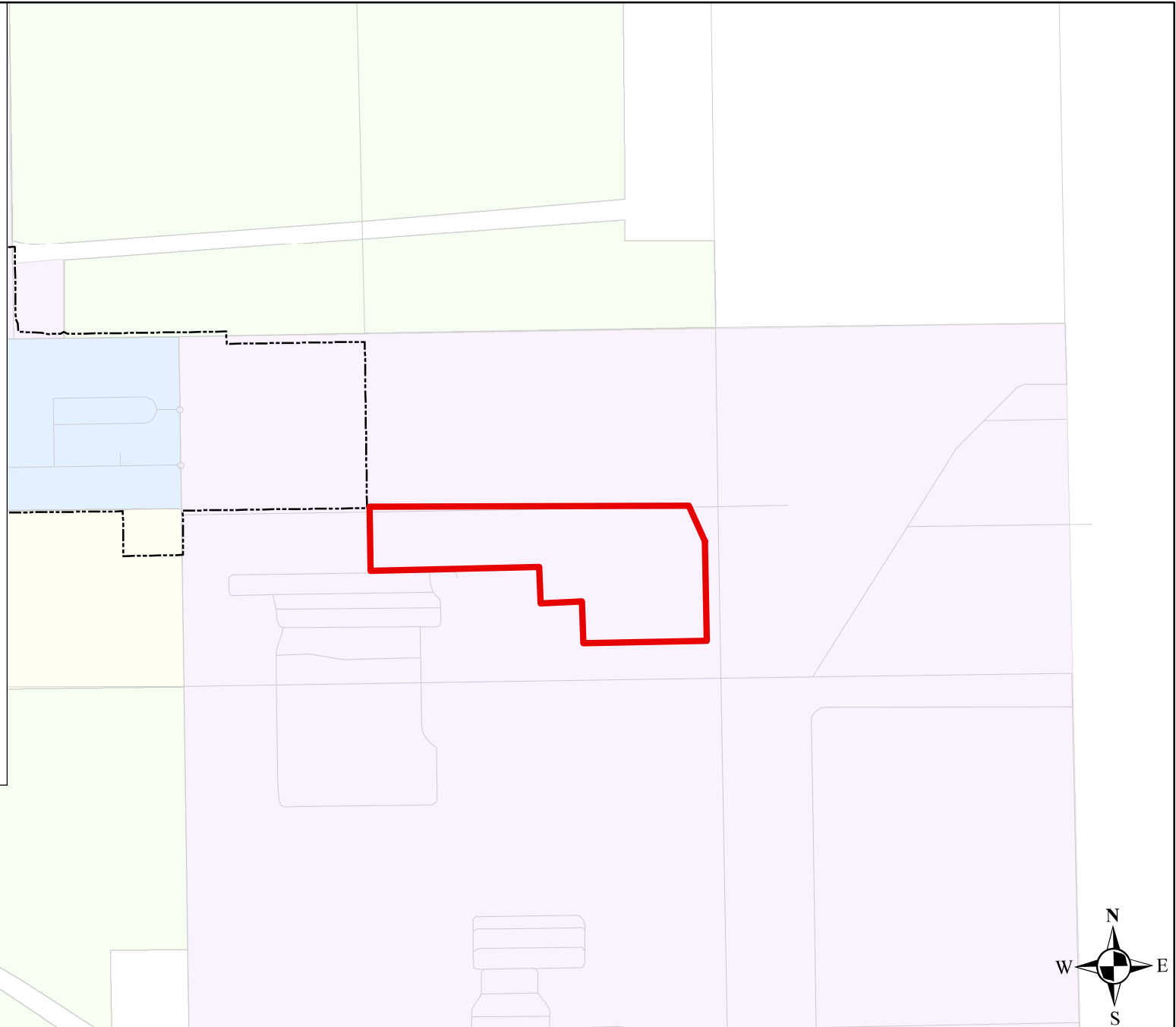
Suburban Res.



Urban Industrial



Urban Res.



Coal Train Addition, Future Land Use Map

Department: Development Services
Staff Contact: Donald Threewitt
Council Meeting Date: 03/11/2019

AGENDA ITEM SUMMARY SHEET

Description of Item:

Consider a preliminary/final plat for Vintage Heights 3rd Subdivision.

Names of People/Business affected by this action:

The applicant, the people of Hastings, and the City.

Why Council action is required:

No plat of or instruments effecting the subdivision of real property shall be recorded or have any force and effect unless the same be approved by the City Council, subject however, to the exceptions set forth in Section 34-106 of the City Code. The City Council shall hold no public meeting, nor take any action upon any plat or instrument affecting a subdivision until it has received the recommendation of the Hastings Planning and Zoning Commission (38-201).

Type of action requested:

Motion

Suggested motion:

Motion to approve a preliminary/final plat for Vintage Heights 3rd Subdivision.

Deadlines associated with action:

Department head comments:

This plat is related to the Planned District rezone which was recommended by Planning Commission on November 19, 2018 and adopted by City Council on January 14, 2019. The proposed use of the property conforms with the future land use designation, Urban Residential.

All requirements of Hastings City Code Sections 38-202 and 38-203 have been met, and the plat may be approved. On February 18, the Planning Commission voted 5-0 in favor of recommending approval for the Vintage Heights Subdivision plat.

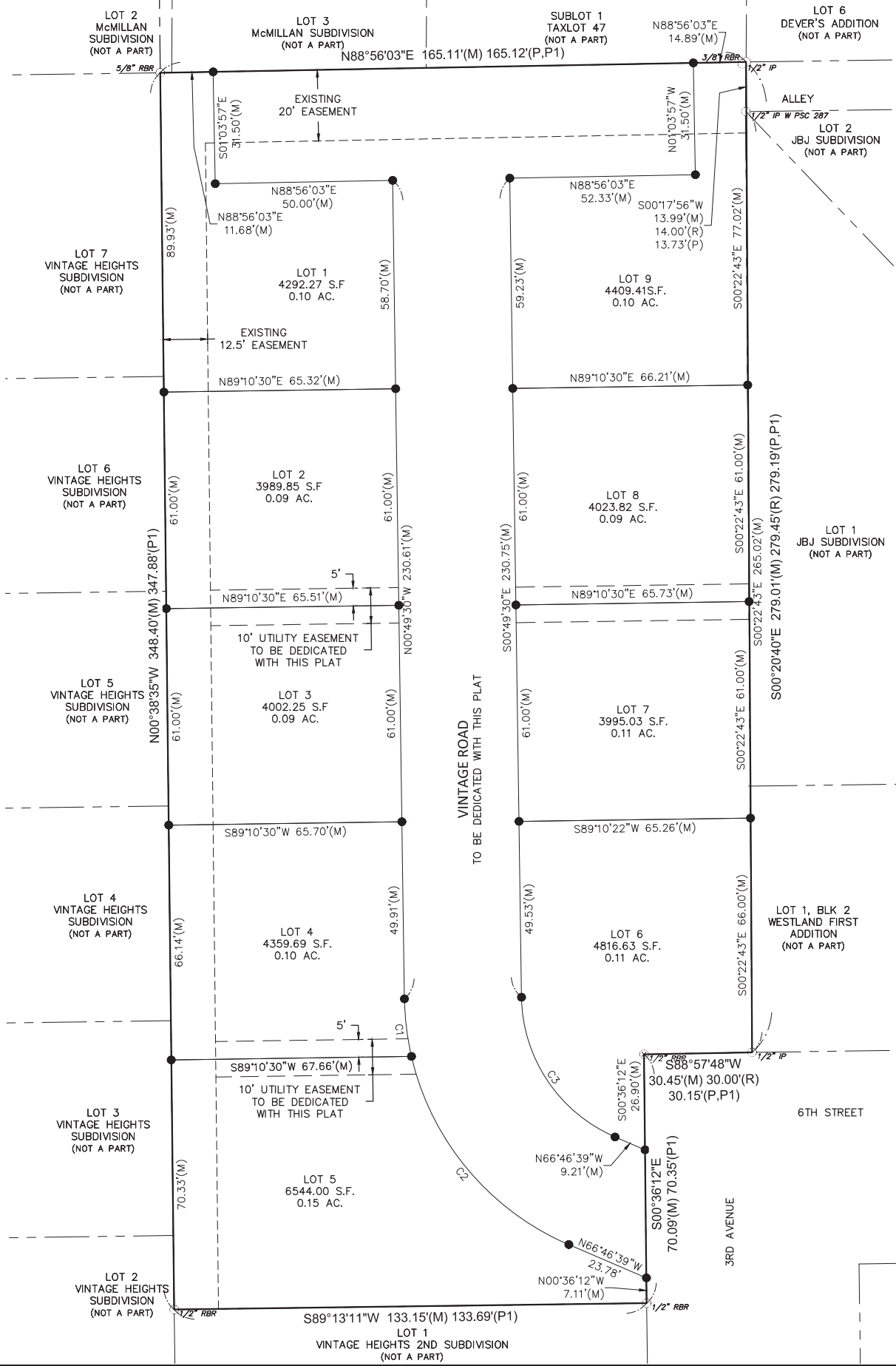
City Administrator comments:

Recommend approval

DWG: F:\2019\0001-0500\019-0011\40-Design\Survey\SRV\Sheets\V_FPT_019-0011.dwg USER: iJimenez
DATE: Jan 28, 2019 5:08pm XREFS: C_PBASE_90011 C_UTIL_90011 V_XTOPo_019-0011 V_XRWAY_019-0011

PRELIMINARY/FINAL PLAT
VINTAGE HEIGHTS 3RD SUBDIVISION

A REPLAT OF ALL OF LOT 2, VINTAGE HEIGHTS 2ND SUBDIVISION
IN THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA
SAID PLAT TO BE HEREAFTER KNOWN AS
"VINTAGE HEIGHTS 3RD SUBDIVISION"



CURVE TABLE					
CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT)
C1	76.48	012°15'01"	16.35	S06°56'53"E	16.32
C2	76.50	053°42'23"	71.71	N39°55'28"W	69.11
C3	43.50	065°57'10"	50.07	S33°48'04"E	47.35

LEGAL DESCRIPTION

A REPLAT OF ALL OF LOT 2, VINTAGE HEIGHTS 2ND SUBDIVISION, HASTINGS, ADAMS COUNTY, NEBRASKA. SAID TRACT CONTAINS A CALCULATED AREA OF 55,149.92 SQUARE FEET OR 1.27 ACRES, MORE OR LESS, OF WHICH 0.337 ACRES ARE NEW DEDICATED ROAD RIGHT-OF-WAY.

SURVEYOR'S CERTIFICATE

I, JAI JASON ANDRIST, HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF NEBRASKA, THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY CONDUCTED BY ME OR UNDER MY DIRECT SUPERVISION, OF "VINTAGE HEIGHTS 3RD SUBDIVISION" IN ALL OF LOT 2, VINTAGE HEIGHTS 2ND SUBDIVISION, CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA, THAT ANY CHANGES FROM THE DESCRIPTION APPEARING IN THE LAST RECORD TRANSFER OF THE LAND CONTAINED IN THIS PLAT ARE SO INDICATED, THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST AS DESCRIBED ON THE GROUND AND THEIR POSITION IS CORRECTLY SHOWN, AND THAT ALL DIMENSIONAL AND GEODETIC DATA ARE CORRECT.

SIGNED THIS ____ DAY OF _____, 2019.

JAI JASON ANDRIST, REGISTERED LAND SURVEYOR NUMBER, LS-630

OWNER'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THOMAS C. SMITH, et al, THE OWNER OF RECORD OF THE REAL ESTATE SHOWN ON THE ACCOMPANYING PLAT AND DESCRIBED IN THE LEGAL DESCRIPTION HEREON, HAVE CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED, REPLATTED AND DESIGNATED AS "VINTAGE HEIGHTS 3RD SUBDIVISION", IN THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA, AND THAT SAID SURVEYING, SUBDIVIDING, REPLATTING AND DESIGNATION WAS DONE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES AND WISHES OF THE UNDERSIGNED OWNER. IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE HERETO, AT _____, NEBRASKA, ON THIS ____ DAY OF _____, 2019.

THOMAS C. SMITH, et al

ACKNOWLEDGMENT

STATE OF NEBRASKA
COUNTY OF ADAMS
BEFORE ME, A NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THOMAS C. SMITH, et al, KNOWN BY ME TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED ON THE "OWNERS CERTIFICATE" ON THIS PLAT, AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE OF HIS OWN FREE WILL AND ACCORD AS SAID OWNERS. WITNESS MY HAND AND NOTARIAL SEAL AT _____, NEBRASKA, ON THIS ____ DAY OF _____, 2019.

NOTARY PUBLIC

CITY PLANNING COMMISSION RECOMMENDATION

THIS PLAT OF "VINTAGE HEIGHTS 3RD SUBDIVISION", A SUBDIVISION IN THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA, HAS BEEN SUBMITTED TO AND REVIEWED BY THE CITY PLANNING COMMISSION FOR APPROVAL AND IS HEREBY TRANSMITTED TO THE GOVERNING BODY OF THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA, WITH THE RECOMMENDATION THAT SAID PLAT BE APPROVED AS PROPOSED. SIGNED THIS ____ DAY OF _____, 2019.

CHAIRMAN

DIRECTOR

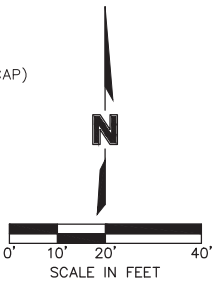
CITY ENGINEER'S APPROVAL

THIS PLAT OF "VINTAGE HEIGHTS 3RD SUBDIVISION", A SUBDIVISION IN THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA, HAS BEEN PRESENTED TO AND REVIEWED BY ME AND IS HEREBY APPROVED AS PROPOSED. SIGNED THIS ____ DAY OF _____, 2019.

DAVID L WACKER, HASTINGS CITY ENGINEER

LEGEND

- SET CORNER (5/8"x24" REBAR W/CAP)
- FOUND CORNER (5/8" IRON PIPE)
- ▲ CALCULATED CORNER
- EXISTING PROPERTY LINE
- SECTION LINE
- NEW SUBDIVISION LINE
- NEW PROPERTY LINE
- NEW EASEMENT LINE
- EXISTING EASEMENT LINE
- M MEASURED DISTANCE
- R RECORDED DISTANCE
- P JBJ SUB DISTANCE
- P1 VINTAGE HEIGHTS 2ND SUB



CITY TREASURER CERTIFICATE

I HEREBY CERTIFY THAT THE RECORDS OF MY OFFICE SHOW NO TAXES OR SPECIAL ASSESSMENTS DELINQUENT ON THE PROPERTIES DESCRIBED IN THE LEGAL DESCRIPTION ON THE ACCOMPANYING PLAT AS OF THIS ____ DAY OF _____, 2019.

CITY OF HASTINGS TREASURER

REGISTER OF DEEDS CERTIFICATE

STATE OF NEBRASKA
COUNTY OF ADAMS
THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE REGISTER OF DEEDS OFFICE IN THE ADAMS COUNTY COURTHOUSE IN HASTINGS, NEBRASKA.

DATE: _____
TIME: _____

INSTRUMENT NO. _____

ADAMS COUNTY REGISTRAR OF DEEDS

COUNTY TREASURER CERTIFICATE

I HEREBY CERTIFY THAT THE RECORDS OF MY OFFICE SHOW NO TAXES ARE DUE OR DELINQUENT UPON THE PROPERTIES DESCRIBED IN THE LEGAL DESCRIPTION ON THE ACCOMPANYING PLAT AS OF THIS ____ DAY OF _____, 2019.

ADAMS COUNTY TREASURER

MAYOR AND CITY COUNCIL ACTION

THIS PLAT OF "VINTAGE HEIGHTS 3RD SUBDIVISION", A SUBDIVISION IN THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA, IS HEREBY APPROVED AS PROPOSED

SIGNED THIS ____ DAY OF _____, 2019.

MAYOR

CITY CLERK

OWNER
THOMAS C. SMITH, ETAL
5910 NORMAN ROAD
LINCOLN, NE 68512

ENGINEER/LAND SURVEYOR
OLSSON
201 E 2ND STREET
GRAND ISLAND, NE 68801

EXISTING ZONING
R-3 MULTIPLE FAMILY RESIDENTIAL

PROPOSED ZONING
P.D. PLANNED DISTRICT

olsson

201 East 2nd Street
Grand Island, NE 68801
TEL 308.384.8750
www.olsson.com

REVISONS DESCRIPTION

DATE

REV. NO.

FINAL PLAT

VINTAGE HEIGHTS 3RD SUBDIVISION

ADAMS COUNTY, HASTINGS, NEBRASKA

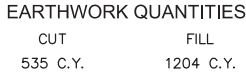
2019

drawn by: DJM
checked by: JMJ
approved by: JJA
QA/QC by: GISVY
project no.: 019-0011
drawing no.:
date: 1.28.2019

SHEET

1 of 1

A north arrow pointing upwards with the letter 'N' in the center. Below it is a scale bar marked from 0' to 40' in increments of 10'. The text 'SCALE IN FEET' is centered below the scale bar.



drawn by: _____ LPS
checked by: _____ JB
approved by: _____
QA/QC by: _____
project no.: _____ 019-0011
drawing no.: _____ GRAD 90011
date: _____ 00.00.00

SHEET
X of Y

GRADING PLAN

VINTAGE HEIGHTS SUBDIVISION

HASTINGS, NEBRASKA

2019

REVISIONS DESCRIPTION

REV. _____ DATE _____

REVISIONS DESCR

PRELIMINARY

NOT TO BE USED FOR CONSTRUCTION

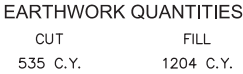
January 31, 2019

DATE PRINTED: 01/20/2018

NOSSTO

201 East 2nd Street
Grand Island, NE 68801 TEL 308.384.8750 www.rockwell.com

USER: Istoltenberg
C_TBLK_90011



SHEET
X of Y

[illegible]

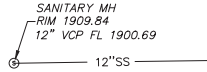
PRELIMINARY
NOT TO BE USED FOR CONSTRUCTION

January 30, 2019

DATE PRINTED
OLSSON

201 East 2nd Street
Grand Island, NE 68801
TEL 308.384.8750 www.olsson.com

USER: Istoltenberg



201 East 2nd Street
Grand Island, NE 68801
TEL 308.384.8750 www.dlsson.com

NOT TO BE USED FOR CONSTRUCTION

OLSSON

REVISIONS DESCRIPTION

REVISIONS

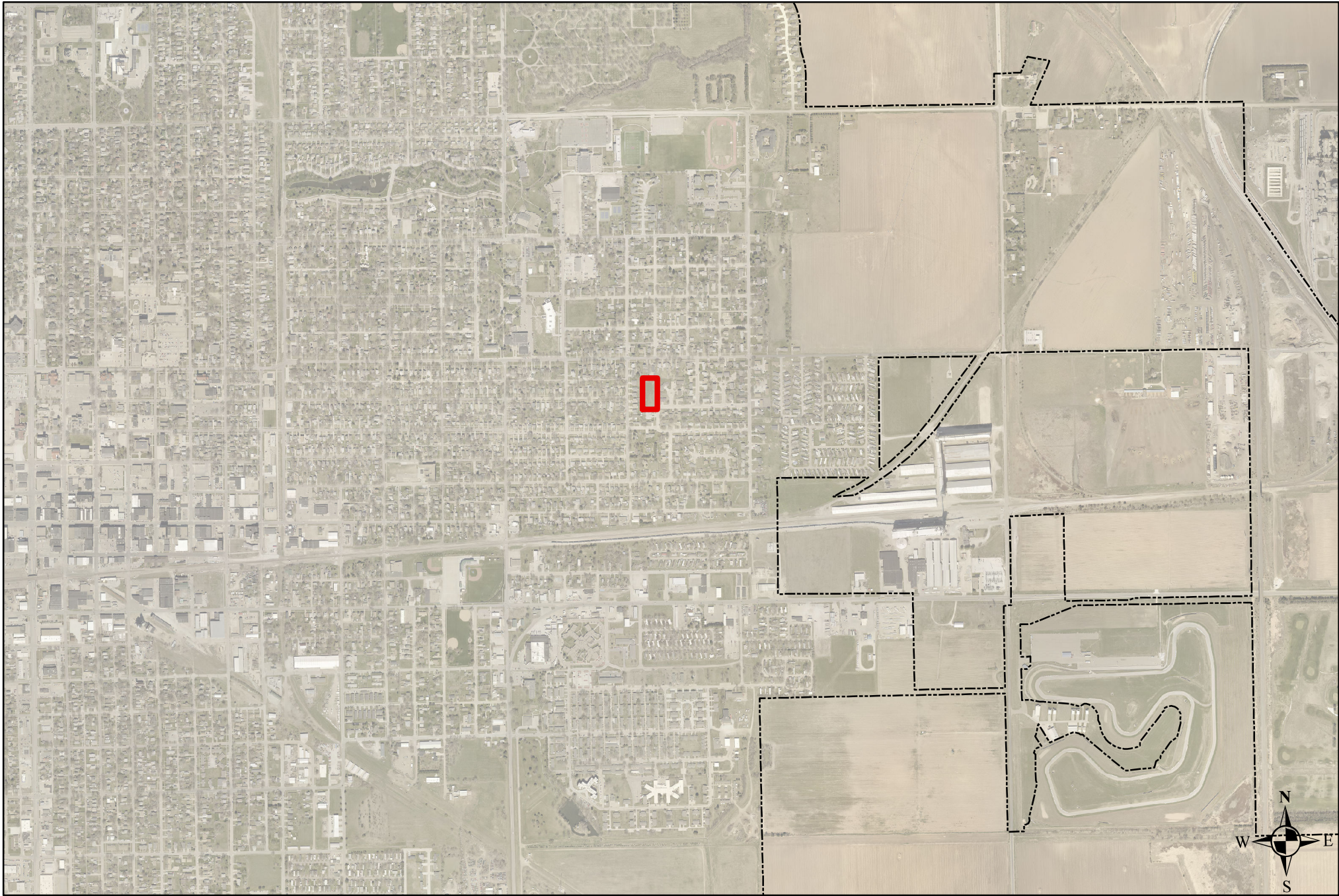
VINTAGE HEIGHTS SUBDIVISION

HASTINGS, NEBRASKA

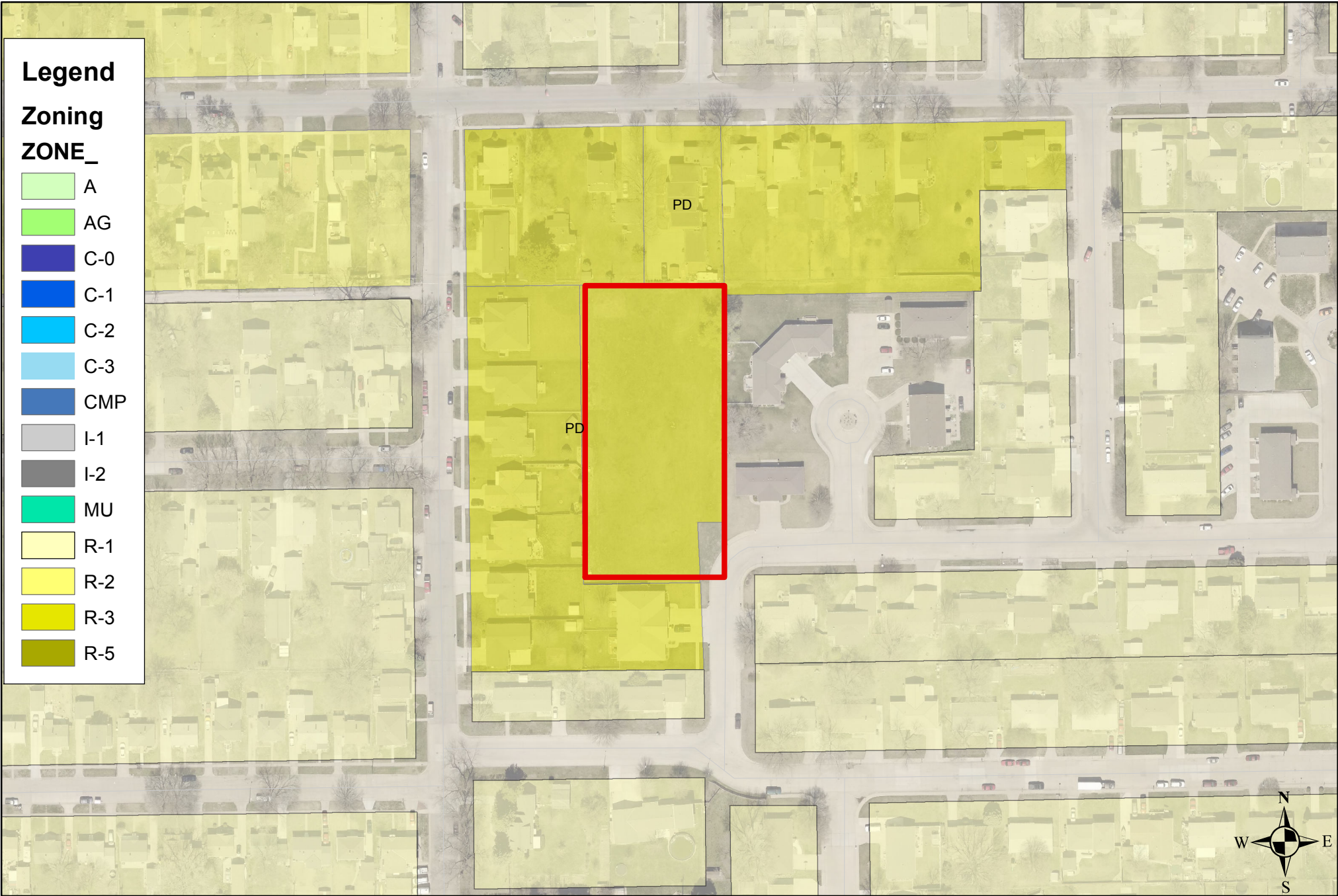
2019

drawn by:
checked by:
approved by:
QA/QC by:
project no.:
drawing no.:
date:

SHEET
X of Y



Vintage Heights 3rd Sub, Vicinity Map



Vintage Heights 3rd Sub, Zoning Map

Legend

Future Land Use

Fut_LU



Agricultural



Commercial/Retail



Comm./Ret. OVERLAY



Employment



Industrial OVERLAY



Mixed Use-Comm.



Mixed Use-Downtown



Mixed Use-Neighborhood



Parks & Rec



Public/Semi-Public



Rural Res.



Suburban Res.



Urban Industrial



Urban Res.



Vintage Heights 3rd Sub, Future Land Use Map

Department: Development Services
Staff Contact: Donald Threewitt
Council Meeting Date: 03/11/2019

AGENDA ITEM SUMMARY SHEET

Description of Item:

Authorization to execute a Professional Services Agreement No. 18-PP-003 with the South Central Economic Development District for grant administration duties related to the CDBG planning project for a Barriers to Universal Mobility Study.

Names of People/Business affected by this action:

The City of Hastings, SCEDD, Inc.

Why Council action is required:

The City of Hastings is the CDBG grant recipient. CDBG funds are available to municipalities. As such, contracts for administrative services must be approved by and entered into by the City of Hastings.

Type of action requested:

Motion

Suggested motion:

Motion to authorize execution of Professional Services Agreement No. 18-PP-003 presented by SCEDD, Inc., to provide general administrative services for the City's CDBG Planning Grant to conduct a Universal Mobility Study.

Deadlines associated with action:

An administrative contract is required in order for services to be provided. Grant activities have begun in February, 2019.

Department head comments:

The City of Hastings has been awarded CDBG Economic Development funding in the amount of \$43,000. The requested funds will be utilized to conduct a Universal Mobility Study of the city's existing sidewalk network. The City is required to use the services of a certified administrator in the administration of the funds.

It would be beneficial to the City to utilize SCEDD as an independent entity to accomplish the Scope of Work set forth herein and such endeavor would tend to best accomplish the objectives of the local CDBG program.

City Administrator comments:

Recommend approval

PROFESSIONAL SERVICES AGREEMENT
HASTINGS MOBILITY STUDY – PLANNING GRANT
GRANT ADMINISTRATION

THIS AGREEMENT made and entered into this _____ day of March, 2019, by and between the City of Hastings (hereinafter referred to as the City) and South Central Economic Development District, Inc. 401 East Avenue 2nd Floor, Holdrege, NE 68949 (hereinafter referred to as SCEDD).

WITNESSES THAT:

WHEREAS, the City and SCEDD are desirous of entering into a contract to formalize their relationship, and

WHEREAS, pursuant to Title I of the Housing and Community Development Act of 1974, as amended through 1981 and 24 CFR 570, the State of Nebraska Department of Economic Development (the Department) is authorized by the federal Department of Housing and Urban Development (HUD) to provide Community Development Block Grant Program funds (hereinafter referred to as CDBG funds) to units of local government selected to undertake and carry out certain programs and projects under the Nebraska State Community Development Block Grant Program in compliance with all applicable local, state and federal laws, regulations and policies, and

WHEREAS, the City, as part of its 2018 CDBG grant agreement with the Department, under contract number 18-PP-003, has been awarded CDBG funds for the purposes set forth herein, and

WHEREAS, the Scope of Work included in this contract is authorized as part of the City's approved CDBG program, and

WHEREAS, it would be beneficial to the City to utilize SCEDD as an independent entity to accomplish the Scope of Work set forth herein and such endeavor would tend to best accomplish the objectives of the local CDBG program.

NOW, THEREFORE, in consideration of the mutual promises, covenants and provisions contained herein and the mutual benefits to be derived therefrom, the parties hereto agree as follows:

1. Services to be Provided by the Parties

- a. SCEDD shall complete, in a satisfactory and proper manner as determined by the City, the work activities described in the Scope of Work (**Attachment #1**).
- b. The City will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide compensation for services as set forth in Section 3 below.

2. Time of Performance

The effective date of this contract shall be January 1, 2019 in order to align with the scope of services as outlined in Attachment 1. The termination date of the contract shall be December 10, 2020 or a later date as determined by necessary grant contract extensions.

3. Consideration

The City shall reimburse SCEDD in accordance with the Payment Schedule described in **Attachment #2** for all allowable expenses agreed upon by the parties to complete the Scope of Work. In no event shall the total amount reimbursed by the City exceed the sum of **\$3,000.00** (three thousand dollars). Reimbursement under this contract shall be based on billings that are supported by appropriate documentation of costs actually incurred. It is expressly understood that claims for reimbursement shall not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of this agreement.

It is also understood that this contract is funded in whole or in part with funds through the State of Nebraska Community Development Block Grant Program as administered by the Department and is subject to those regulations and restrictions normally associated with federally funded programs and any other requirements that the state may prescribe.

4. Records

SCEDD agrees to maintain such records and follow such procedures as may be required under 24 CFR 85.42(b)(c) and any such procedures that the City or the Department may prescribe. In general, such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by SCEDD for a period of ten years after the final audit of the City's CDBG project, unless a longer period is required to resolve audit findings or litigation. In such cases, the City shall request a longer period for record retention.

The City, the Department, and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records and books of SCEDD involving transactions to this local program and contract.

5. Relationship

The relationship of SCEDD to the City shall be that of an independent Consultant rendering professional services. SCEDD shall have no authority to execute contracts or to make commitments on behalf of the City and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the City and SCEDD.

6. Suspension, Termination and Close Out

If SCEDD fails to comply with the terms and conditions of this contract the City may pursue such remedies as are legally available including, but not limited to the suspension or termination of this contract in the manner specified herein:

a. Suspension:

If SCEDD fails to comply with the terms and conditions of this contract, or whenever SCEDD is unable to substantiate full compliance with the provisions of this contract, the City may suspend the contract pending corrective actions or investigation, effective not less than 7

days following written notification to SCEDD or its authorized representative. The suspension will remain in full force and effect until SCEDD has taken corrective action to the satisfaction of the City and is able to substantiate its full compliance with the terms and conditions of this contract. No obligations incurred by SCEDD or its authorized representatives during the period of suspension will be allowable under the contract except:

- (1) Reasonable, proper and otherwise allowable costs which SCEDD could not avoid during the period of suspension.
- (2) If upon investigation, SCEDD is able to substantiate complete compliance with the terms and conditions of this contract, otherwise allowable costs incurred during the period of suspension will be allowed.
- (3) In the event all or any portion of the work prepared or partially prepared by SCEDD be suspended, abandoned, or otherwise terminated the City shall pay SCEDD for work performed to the satisfaction of the City, in accordance with the percentage of the work completed.

b. Termination for Cause: The City may terminate its contract with SCEDD if SCEDD fails to comply with the terms and conditions of this contract and any of the following conditions exist.

- (1) The lack of compliance with the provisions of this contract are of such scope and nature that the City deems continuation of the contract to be substantially detrimental to the interests of the City;
- (2) SCEDD has failed to take satisfactory action as directed by the City or its authorized representative within the time specified by same;
- (3) SCEDD has failed within the time specified by the City or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this contract; then, the City may terminate this contract in whole or in part, and thereupon shall notify SCEDD of the termination, the reasons therefore, and the effective date provided such effective date shall not be prior to notification of SCEDD. After this effective date, no charges incurred under any terminated portions are allowable.

c. Termination for Other Grounds: This contract may also be terminated in whole or in part:

- (1) By the City, with the consent of SCEDD, or by SCEDD with the consent of the City, in which case the two parties shall devise by mutual agreement, the conditions of termination including effective date and in case of termination in part, that portion to be terminated.
- (2) If the funds allocated by the City via this contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services.

(3) In the event the City fails to pay SCEDD promptly or within 60 days after invoices are rendered, the City agrees that SCEDD shall have the right to consider said default a breach of this agreement and the duties of SCEDD under this agreement terminated. In such an event, the City shall then promptly pay SCEDD for all services performed and all allowable expenses incurred.

(4) The City may terminate this contract at any time giving at least 10 days notice in writing to SCEDD. If the contract is terminated for convenience of the City as provided herein, SCEDD will be paid for time provided and expenses incurred up to the termination date.

7. Changes, Amendments, Modifications

The City may, from time to time, require changes or modifications in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation therefore, which are mutually agreed upon by the City and SCEDD shall be incorporated in written amendments to this contract.

8. Personnel

SCEDD represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees or have any contractual relationship to the City.

All services required hereunder will be performed by SCEDD or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

None of the work or services covered by this contract shall be subcontracted without prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

9. Assignability

SCEDD shall not assign any interest on this contract, and shall not transfer any interest on this contract (whether by assignment or notation), without prior written consent of the City thereto: Provided, however, that claims for money by SCEDD from the City under this contract may be assigned to a bank, trust company, or other financial institutions without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

10. Reports and Information

SCEDD, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

11. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by SCEDD under this contract are confidential and SCEDD agrees that they shall not be made available to any individual or organization without prior written approval of the City.

12. Copyright

No reports, maps, or other documents produced in whole or in part under this contract shall be subject of an application for copyright by or on behalf of SCEDD.

13. Compliance with Local Laws

SCEDD shall comply with all applicable laws, ordinances and codes of the state and local governments and SCEDD shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this contract.

14. Title VI of the Civil Rights Act of 1964

No person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

15. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

16. Section 3 Compliance in the Provision of Training, Employment and Business Opportunities

- a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b. The parties to this contract will comply with the provisions of said Section 3. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these provisions.
- c. SCEDD will send to each labor organization or representative or workers with which he/she has collective bargaining agreement or other contract or understanding, if any, a

notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

- d. SCEDD will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or receipt of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. SCEDD will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its consultants and subcontractor, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

17. Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101, et.seq.)

No person will be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance.

18. Section 504 of the Rehabilitation Act of 1973, As Amended (29 U.S.C. 794)

No otherwise qualified individual will, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits or subjected to discrimination under any program or activity receiving federal assistance funds.

19. Executive Order 11246, As Amended.

This Order applies to all federally assisted construction contracts and subcontracts. The Grantee and subcontractor, if any, will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Grantee and subcontractor, if any, will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin.

20. Conflict of Interest (24 CFR85.36(b)(3))

No officer, employee or agent of the Grantee who will participate in the selection, the award, or the administration of this grant may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their

tenure or for one year thereafter. It is further required that this stipulation be included in all subcontracts to this contract. Upon written request, exceptions may be granted upon a case by case basis when it is determined that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project. These exceptions are granted by the Department.

21. Audits and Inspections

The City, the Department, the State Auditor and HUD or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the CDBG project and this contract, by whatever legal and reasonable means are deemed expedient by the City, DED, the State Auditor and HUD.

22. Hold Harmless

SCEDD agrees to indemnify and hold harmless the City, its appointed and elected officers and employees, from and against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the City, its elected or appointed officers and employees from damages sustained by any person or persons, arising out of or in consequence of SCEDD's and its agents' negligent performance of work associated with this agreement. SCEDD shall not be liable for property and bodily injury as may result from the negligence of any construction Consultant or construction subcontractor.

23. Governing Law

This Agreement will be governed by the laws of the State of Nebraska, without regard to that body of law controlling conflicts of law. Any legal proceeding arising out of, or relating to this Agreement shall be instituted in any court of general jurisdiction in the State of Nebraska.

24. Compliance with E-Verify (operated by Dept. of Homeland Security-DHS):

- a. Consultant is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.
- b. If Consultant is an individual or sole proprietorship, the following also applies:
 - i. Consultant must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us and submit the same with this Agreement upon submission of its bid for the same.
 - ii. If Consultant indicates on such attestation form that he or she is a qualified alien, Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify Consultant's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program and submit the same with this Agreement upon submission of its bid for the same.

Consultant understands and agrees that lawful presence in the United States is required to execute this Agreement and Consultant may be disqualified or the Agreement terminated by City without liability to Consultant if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108. In the event of such termination, Consultant covenants not to sue City for any claim of any nature.

This agreement contains all terms and conditions agreed to by the City and SCEDD. The attachments to this agreement are identified as follows:

ATTACHMENT #1

SCOPE OF WORK and **FEES** for the City of Hastings for CDBG Mobility Study Planning grant, consisting of 1 page.

ATTACHMENT #2

PAYMENT SCHEDULE for the City of Hastings for CDBG Mobility Study Planning grant, consisting of 1 page.

WITNESS WHEREOF, the City and SCEDD have executed this contract agreement on the date and year first written below.

City of Hastings, Nebraska

ATTEST:

Mayor

City Clerk

(S E A L)

Approved as to form:

City Attorney

South Central Economic Development District, Inc.

By: _____
Title: Executive Director

ATTACHMENT #1
SCOPE OF WORK

SCEDD WILL AS FOLLOWS:

1. Complete and submit the necessary special conditions of the DED contract to assist in obtaining Release of Funds to the City including the Environmental Review in compliance with the National Environmental Policy Act of 1969 (NEPA) portion.
2. Assist the City, as requested, in designing the grant's accounting and master filing systems in accordance with state and federal regulations.
3. Provide for the accounting of funds, preparation of financial forms, and performance of other functions in the management of program financing and overall project management as mandated by Nebraska Department of Economic Development to ensure consistency with program requirements.
4. Submit the mandated semi-annual progress reports, notifications of annual audit, and if necessary, program amendment and program extension documentation correspondence to the Nebraska Department of Economic Development.
5. Satisfactory completion and submission of all closeout compliance documentation including final financial report, final project status report, risk analysis compliance checklist, etc. and respond to requests in the monitoring/clearance report.

The scope of work provided will also cover general administrative oversight as needed and requested by the City in the successful completion of the project.

ATTACHMENT #2
PAYMENT SCHEDULE

The City shall reimburse SCEDD on a quarterly basis for services rendered, based upon services completed during that quarter. In no event shall the total amount reimbursed by the City exceed the sum identified in Section 3 of this Agreement. Reimbursement under this agreement shall be based on billings submitted to the City, supported by appropriate documentation of actual costs incurred.

It is expressly understood that claims for reimbursement shall not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of this agreement.

Department: Engineering
Staff Contact: David Wacker
Council Meeting Date: 03/11/2019

AGENDA ITEM SUMMARY SHEET

Description of Item:

Secure Professional Services for the Landfill Gas Tier II Emission Evaluation NMOC Study
(Required by NDEQ/EPA)

Names of People/Business affected by this action:

City of Hastings
Solid Waste Facility

Why Council action is required:

Contract agreement greater than \$30,000.00

Type of action requested:

Motion

Suggested motion:

The Mayor and City Council approve the Agreement for Professional Services with Olsson for the Landfill Gas Tier II Emission Study evaluation NMOC Study in the amount of \$32,400.00

Deadlines associated with action:

Report to be filed by September 1, 2019

Department head comments:

A Landfill gas emission study is a requirement to be performed each five (5) years by the Nebraska Department of Environmental Quality (NDEQ) and the US EPA.

This study benchmarks methane gas level emission levels.

If readings exceed a parameter, additional requirements as site work such as methane collection may be required.

The report is required to be submitted by September 1, 2019.

Recommend Approval

City Administrator comments:

Recommend approval



LETTER AGREEMENT FOR PROFESSIONAL SERVICES

March 1, 2019

City of Hastings, Nebraska
Attn: Jack Newlun
P.O. Box 1085
Hastings, Nebraska 68902

Re: **AGREEMENT FOR PROFESSIONAL SERVICES**
NMOC Emissions Study (the "Project")
Solid Waste Disposal Area, 725 South Southern Hills, Hastings, Nebraska

Dear Mr. Newlun:

It is our understanding that the City of Hastings, Nebraska ("Client") requests Olsson, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson's General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the following services ("Scope of Services") to Client for the Project specifically described in "Scope of Services" attached hereto. Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services covered by this Amendment as follows:

Anticipated Start Date: March 11, 2019
Anticipated Completion Date: June 28, 2019

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services, and all actual reimbursable expenses in accordance with the Labor Billing Rate Schedule(s) and the Reimbursable Expense Schedule attached to this Agreement. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services will be provided on a time and expense basis not to exceed \$32,400.

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be Jack Newlun.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By 
Bill Imig, CHMM

By 
Nick Steinke, PE

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

CITY OF HASTINGS, NEBRASKA

By _____
Signature

Print Name _____

Title _____

Dated _____

Attachments

General Provisions

Scope of Services

Reimbursable Rate Schedule

Labor Billing Rate Schedule

ATTEST:

City Clerk

(SEAL)

Approved as to form:

City Attorney

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated March 1, 2019 between the City of Hastings, Nebraska ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project is located at: Solid Waste Disposal Area 725 South Southern Hills, Hastings, NE

Project Description: Landfill Gas Tier II Emission Evaluation

SCOPE OF SERVICES

Client and Olsson hereby agree that Olsson's Scope of Services under the Agreement is amended by adding the services specifically described below for the additional compensation set forth below:

Tier II Emissions Evaluation

Task 1- Work Plan

- 1.1 Prepare a work plan detailing the landfill gas collection methods, laboratory analysis methods, and reporting requirements. Submit to Nebraska Department Environmental Quality (NDEQ) for review/approval.
- 1.2 Respond to questions/comments from NDEQ as applicable to finalize work plan.

Task 2- Landfill Gas Sample Collection

- 2.1 Coordinate with Client to identify location of any buried private utilities.
- 2.2 Contact Nebraska811 for utility locate
- 2.3 Install 28 sample points across the Closed Landfill and 16 sample points across the Active Landfill area. All sample points will extend 3 feet into the top of the refuse.
- 2.4 Collect landfill gas at each sample point using Summa canisters, compositing 4 samples points into each Summa cannister for a total of 11 composite samples.
- 2.5 The samples will be submitted to Test America laboratory and analyzed per EPA Methods 25C, "Determination of NMOC in MSW Landfill Gases" and Method 3 "Determination of Fixed Gases".

Task 3- Tier II Emission Evaluation Report

- 3.1 A report will be prepared detailing the sample locations, field activities and laboratory analysis. The mass emission rate of NMOC will be determined using the latest version of the EPA Landfill Gas Emissions Model (LandGEM). The report will be submitted to NDEQ.

3.2 Respond to questions/comments from NDEQ as applicable.

SCHEDULE FOR OLSSON'S SERVICES

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

OLSSON, INC.

By 
Bill Imig, CHMM


Nick Steinke, PE

If you accept this Scope of Services, please sign:

CITY OF HASTINGS

By _____
Signature

Print Name _____

Title _____

Dated: _____

ATTEST:

Approved as to form:

City Clerk

City Attorney

(SEAL)

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated March 1, 2019 between City of Hastings ("Client") and Olsson Associates, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate schedules; earnings or expense statements; cash flow or

economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until

the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

3.11 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the

contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Construction Cost Estimate": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such

observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably

incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 The prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents including Drawings and Specifications prepared or furnished by OLSSON (and OLSSON's independent professional associates and consultants) pursuant to this Agreement are property of the CLIENT. Any reuse for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to OLSSON, or to OLSSON's independent professional associates or consultants, and CLIENT shall indemnify and hold harmless OLSSON and OLSSON's independent professional associates and consultants from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle OLSSON to further compensation at rates to be agreed upon by the CLIENT and OLSSON.

7.1.1 Copyright

No report, map, plan or other documents produced in whole or in part under this contract shall be subject to an application for copyright by or on behalf of OLSSON. CLIENT shall retain ownership and all copyrights. CLIENT and OLSSON each agree that OLSSON shall at all times hereafter be authorized and licensed to utilize for all purposes any report, map, plan or other documents produced in whole or in part under this contract without any cost or charge from CLIENT provided however that if OLSSON utilizes the same it shall indemnify and hold harmless the CLIENT from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

7.2 Electronic Files

CLIENT shall be provided an electronic copy of all work performed under this contract.

CLIENT shall retain ownership of the electronic files as so generated.

The CLIENT is aware that differences may exist between the electronic files transferred and the printed hard copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by OLSSON and the electronic files, which may be transferred, the signed and sealed original documents shall govern.

It shall be CLIENT's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the CLIENT. With respect to any reuse by or on behalf of the CLIENT, OLSSON specifically disclaims all warranties, expressed or implied, including without limitation, any warranty of merchantability or fitness for a particular purpose with respect to any electronic files.

CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless OLSSON against any and all damages, liabilities, claims, or costs including without limitation

reasonable attorney's and expert witness fees, for any changes made or any reuse by anyone other than OLSSON.

7.3 Construction Cost Estimate

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Construction Cost Estimate provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Construction Cost Estimate. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Construction Cost Estimate was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Construction Cost Estimate was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Construction Cost Estimate, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Construction Cost Estimate.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Confidentiality

In performing this Agreement, the parties may disclose to each other written or oral non-public, confidential or proprietary information, including but not limited to, information of a business, planning, marketing or technical nature and models, tools, hardware and software, and any documents, reports, memoranda, notes, files or analyses that contain, summarize or are based upon any proprietary or confidential information (hereafter referred to as the "Information").

7.8.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.8.2 The existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.8.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.8.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.8.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.8.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.8.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.8.3.5 is received from a third party not subject to any confidentiality obligations.

7.8.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited

by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.8.5 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.8.6 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.8.7 The obligations of confidentiality set forth herein shall survive termination of this Agreement, but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.9 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.9.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.9.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger,

transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.9.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.9.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.9.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.9.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.9.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.10 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

7.11 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid

for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.12 Assignment

7.12.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.12.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.12.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.12.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.13 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.14 Limitation on Damages

7.14.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.14.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not

limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.14.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.15 Entire Agreement

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson.

NE 2019 Billing Rate Schedule

<u>Classification</u>	<u>Billing Rate</u>
Practice/Regional Leader	\$ 248.00
Office Leader	\$ 211.00
Senior Project Manager	\$ 211.00
Client Relations Manager	\$ 211.00
Industry Expert	\$ 211.00
Technical Leader	\$ 161.00
Team Leader	\$ 178.00
Project Management Specialist	\$ 154.00
Senior Engineer	\$ 163.00
Senior Project Engineer	\$ 148.00
Project Engineer	\$ 132.00
Associate Engineer	\$ 111.00
Assistant Engineer	\$ 93.00
Senior Scientist	\$ 144.00
Senior Project Scientist	\$ 128.00
Project Scientist	\$ 113.00
Associate Scientist	\$ 93.00
Assistant Scientist	\$ 77.00
Senior Planner	\$ 144.00
Senior Project Planner	\$ 128.00
Project Planner	\$ 113.00
Associate Planner	\$ 93.00
Assistant Planner	\$ 77.00
Senior Landscape Architect	\$ 145.00
Senior Project Landscape Architect	\$ 131.00
Project Landscape Architect	\$ 116.00
Associate Landscape Architect	\$ 95.00
Assistant Landscape Architect	\$ 79.00
Senior Construction Manager	\$ 153.00
Senior Project Construction Manager	\$ 138.00
Project Construction Manager	\$ 123.00
Associate Construction Manager	\$ 102.00
Assistant Construction Manager	\$ 85.00
Design Manager	\$ 131.00
Design Technical Manager	\$ 131.00
Design Associate	\$ 104.00
Senior Technician	\$ 86.00
Associate Technician	\$ 73.00
Assistant Technician	\$ 62.00
Manager CA	\$ 120.00
Technical Manager CA	\$ 102.00
Assistant Manager CA	\$ 90.00
Senior Technician CA	\$ 82.00
Associate Technician CA	\$ 68.00
Assistant Technician CA	\$ 58.00

<u>Classification</u>	<u>Billing Rate</u>
Senior Surveyor	\$ 116.00
Survey Technical Manager	\$ 116.00
Surveyor	\$ 90.00
Associate Surveyor	\$ 73.00
Assistant Surveyor	\$ 59.00
Senior Administrative Coordinator	\$ 99.00
Administrative Coordinator	\$ 79.00
Administrative Assistant	\$ 68.00
Secretarial/Office Assistant	\$ 49.00
Senior Systems Specialist	\$ 151.00
Student Intern - Level 3	\$ 73.00
Student Intern - Level 2	\$ 62.00
Student Intern - Level 1	\$ 52.00
Economic Development Specialist	\$ 98.00
Economic Development Coordinator	\$ 82.00
Economic Development Associate	\$ 67.00
GIS Specialist	\$ 104.00

REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

<u>Classification</u>	<u>Cost</u>
Automobiles (Personal Vehicle)	\$0.58/mile*
Suburban's and Pick-Ups	\$0.75/mile*
Automobiles (Olsson Vehicle)	\$85.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

Department: Engineering
Staff Contact: David Wacker
Council Meeting Date: 03/11/2019

AGENDA ITEM SUMMARY SHEET

Description of Item:

Approval of the request of Mike Florek, Hastings Half Race Director, to utilize city streets for the "Hastings Half Races" event to be held June 1, 2019.

Names of People/Business affected by this action:

City of Hastings
State of Nebraska
Mary Lanning Healthcare
Participants

Why Council action is required:

Approval of event route, insurance requirements and conditions.

Type of action requested:

Resolution
Motion

Suggested motion:

That the Mayor and City Council approve Hastings Half Races to be held on June 1, 2019, along with routes, attached conditions, insurance and exhibits.

Deadlines associated with action:

Need advance written notice sent to NDOR.

Department head comments:

Request from Mike Florek and Becky Sullivan representing the Sponsor Mary Lanning Healthcare to conduct the Hastings Half Races to be held on June 1, 2019, contingent upon current insurance policy to be filed with the office of the City Clerk.

Recommend approval

City Administrator comments:

Recommend approval

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: June 1, 2019

Event Name: Half Hastings Race

Contact Person: Mike Florek Phone: 402-519-0812

Address: 851 N Lincoln Hastings, NE 68901

Email: bwpmike@gmail.com Daytime Phone: 402-519-0812

Name of Organization Hosting Event: Mary Lanning

Type of Organization (Please select from the following):

Individual N/A

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

N/A

☒ Corporation ☐ LLC ☐ Other

If Other, please provide name: N/A

Organization Address: 715 North St Joseph Avenue Hastings, NE 68901

Organization Email: bsullivan@mlmh.org Organization Phone: 402-463-4521

Type of Event: Running Race

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:

Running Race, Utilizing Streets, Walks, Parks, and Bike Path

Event Location: Middle School to Hastings College

- 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: 7:30 a.m. End Time of Event: Approx. 11 a.m.

Official Office Use Only

Authorized Signature -- City of Hastings

Date of Council Approval

Hastings Half Marathon
Powered by Mary Lanning Healthcare

Hastings, NE

Feb 19, 2019

City of Hastings
Hastings, NE

We wish to present this event for your approval.

The Half Hastings half marathon, 5K and Kids fun run. The date is set for June 1, 2019.

The half marathon will start at the Hastings Middle School SE corner and travel through various parts of Hastings including Brickyard Park, Chautauqua Park, Libs Park, downtown Hastings, Heartwell Park and a large portion of the Spirit hike/bike trail, and will eventually end at the 50-yard line of Hastings College.

The 5K race will start on 12th Street north of Hastings College Arena parking, head east, and then south on 6th Ave to University. We then go through the College area, up the spirit trail and through Heartwell Park back to the College 50-yard line.

With these routes, we will be showcasing the City of Hastings to our residents as well as numerous visitors. The visitors that will be in town for Saturday and they will hopefully shop our stores and eat in our restaurants before venturing home.

I have already been given great advice and help from the City Engineering, Streets, and Parks Departments. I ask for the council's blessing and your approval for this event.

Mike Florek
Half Hastings Race Director.

HASTINGS HALF RACES REQUIREMENTS

- Race organizer has provided City of Hastings with a certificate of liability insurance naming City of Hastings as an additional named insured, in the amount of \$2 million per occurrence
- Reader Board signage be deployed no later than Thursday, May 30, 2019, notifying public of the Marathon on Saturday, June 01, 2019. Copy on Reader Board to be determined at Pre-race meeting provided for later. Signage to be arranged by City and organizer to pick up and pay for
- Reader Board to be located at 33rd Street and 281 for southbound traffic and just north of 16th Street on Burlington for north bound traffic
- Police to be located on both directions (north and south) at intersection of Kansas and 281 starting at 7:45 a.m. on Saturday, June 01, 2019
- Police cruisers to be located in left turn lanes, 300 feet north and south of intersection of Kansas and 281 with light bar on starting at 7:45 a.m. on Saturday, June 01, 2019
- Police shall activate the traffic signals to flashing red at intersection of Kansas and 281 starting at 7:45 a.m. on Saturday, June 01, 2019
- Race cut-off time is 9:30 a.m. on Saturday, June 01, 2019 which means if runners have not passed the intersection of Kansas and 281 by 9:30 a.m., they become pedestrians and are no longer in the Marathon. Police to return traffic signals to normal function at 9:30 a.m.
- Barricade installation/responsibilities as follows:

Police will remain until 10:00 a.m. to direct traffic for runners on an occasional basis.

281 and Kansas Avenue intersection – City will be responsible for furnishing and placement of all barricades/cones as outlined in plans.

Downtown Area: West 1st Street, North Denver Avenue – City to furnish barricades and cones; Organizers to place cones/barricades in accordance with Downtown Segment Plan.

Organizers will be responsible for furnishing all other barricades/cones and placement along route as outlined in plans dated March 01, 2019.

- Organizer to recruit and train all volunteers with safety vests and hand gear to be used for Hastings Half Race. Training to occur May 29, 2019 at the C3 Hotel, one (1) week prior to race.
- Police Officers and cruisers are to be placed at the following locations:
 - 2nd Street and Marian Road
 - 2nd Street and Bellevue
 - 12th Street and Crane Avenue
 - Kansas and US 281

- Organizer to provide advance notice to all residents along the Hastings Half Race route – notice by handbills, public service announcements, etc.
- Organizer and City to have a pre-Race meeting to review and follow-up on details necessary on or about May 10, 2019 @ 9:00 a.m.
- Organizer will be responsible for coning off the east-bound lane on 12th Street from Elm Avenue East to 6th Avenue for Race start.
- Organizer to secure permission from Hastings College to utilize College property for the Hastings Half Races
- Organizer to provide City with copy of contestant rules at the pre-Hastings Half Race meeting on or about May 10, 2019 at 9:00 a.m.
- City and organizer reserve the right to amend or modify these requirements as needed to ensure the safety of participants and reduce the liability exposure of both the City and the organizer.
- Follow adopted Hastings Half Races Road Plan dated March 01, 2019 and Route Map dated March 01, 2019.

HASTINGS HALF RACES – ROAD PLAN FOR 2019

This is a guide as to where the race will plan to station live volunteers to assist at crossings and to give direction at corners.

START	We will assemble at the Hastings Middle School
POLICE	Crossing 2 nd Street and Marian Road at the start One (1) officer will be on site until the race passes thru Intersection (7:15 am – 7:40 am) (Leave to go to 281 and Kansas)
VOLUNTEER	At train crossing on Marian Road
VOLUNTEER	At gravel/paved point on South Street and Laird
VOLUNTEER	At Woodland – “D” Street corner
VOLUNTEER	At South Baltimore – “D” Street corner
VOLUNTEER	At Baltimore – “A” Street corner
VOLUNTEER	At “A” Street – Burlington corner
VOLUNTEER	At Burlington underpass and 1 st Street gate
VOLUNTEER	At Bellevue – 1 st Street corner
POLICE	Crossing 2 nd Street and Bellevue Police – 7:40am to 8:15 am Bellevue will be closed between 1 st Street and 2 nd Avenue Allen’s will allow us to close their East exit One (1) officer to assist volunteers at the streetlight Approx. 2.5-mile point last runners will be by Around 8:20 am – 8:30 am Police – 7:40 am to 8:05 am (Leave to 281 & Kansas)
VOLUNTEER	At Bellevue – 3 rd Street corner (several volunteers)
VOLUNTEER	Crossing Baltimore on 3 rd
VOLUNTEER	At Chautauqua Park to Crane
POLICE AND VOLUNTEER	Crossing 12 th Street on Crane Officer from start line could cover this Approx. 7:30 am to 9:00 am First runner approx. 7:55 am, last 8:45 am
VOLUNTEER	At Crane and 14 th Street corner
VOLUNTEER	Crossing Baltimore on 14 th Street
VOLUNTEER	At 14 th Street and Burlington corner
VOLUNTEER	At Burlington and Kansas corner to trail Extra volunteers to watch Medical traffic
VOLUNTEER	At South Shore Trail Crossing
VOLUNTEER	At furthest point on Trail

POLICE AND
VOLUNTEER

At Kansas and HWY 281 – **Protected until 9:30 am**

Access to and from HWY 281 on Kansas will be closed

City will bring barricades

First officer will arrive on own by 8:00 am

Officer from Bellevue arrives as soon as they can

Runners will arrive approx. 8:20 am

Last runner at approx. 9:15 am

Walker/Runners may go as late as 10:00 am

VOLUNTEER

At old 281 and 22nd direct to Trail

SEVERAL VOLUNTEERS DUE TO SPEED OF TRAFFIC

VOLUNTEER

At Elm and Trail

Discuss route and time with Butler Volland

VOLUNTEER

Crossing 12th on Elm

At least two (2) volunteers to monitor traffic – (NEW 2016)

VOLUNTEER

At Heartwell Park and Elm

Two (2) Volunteers – (NEW 2016)

VOLUNTEER

At Heartwell Park and East Side

VOLUNTEER

At 9th Street Trail Crossing

Two (2) Volunteers Minimum – (NEW 2016)

VOLUNTEER

At 7th Street Trail Crossing

Two (2) Volunteers Minimum – (NEW 2016)

VOLUNTEER

At 2nd Street Trail Crossing

VOLUNTEER

At 1st Street and Minnesota

Cone off one lane of 1st Street

We borrow cones from city, must set up in the morning

Barricade St Joseph at 1st Street

VOLUNTEER

At 1st Street and Denver

VOLUNTEER

At 2nd Street crossing on Denver

VOLUNTEER

At 3rd Street crossing on Denver

VOLUNTEER

At 5th Street and Denver corner

VOLUNTEER

At 5th Street and Kansas

VOLUNTEER

At 5th Street and Trail

Half Hastings 5K Route

Start on 12th Street – Running East
West of entrance to arena parking

Volunteers at 6th Avenue and 12th Street to stop all traffic for first rush of runners

Volunteers at 9th and 6th Avenue

Volunteers at corner of University and 6th Avenue

Volunteers at corner of Ash Avenue and University

Volunteers at 9th and Ash Avenue

Volunteers at 9th and Elm Avenue

Volunteers at corner of 9th and Turner

Volunteers at Turner and University

Volunteers at University and California

Volunteers at University and East Side Blvd

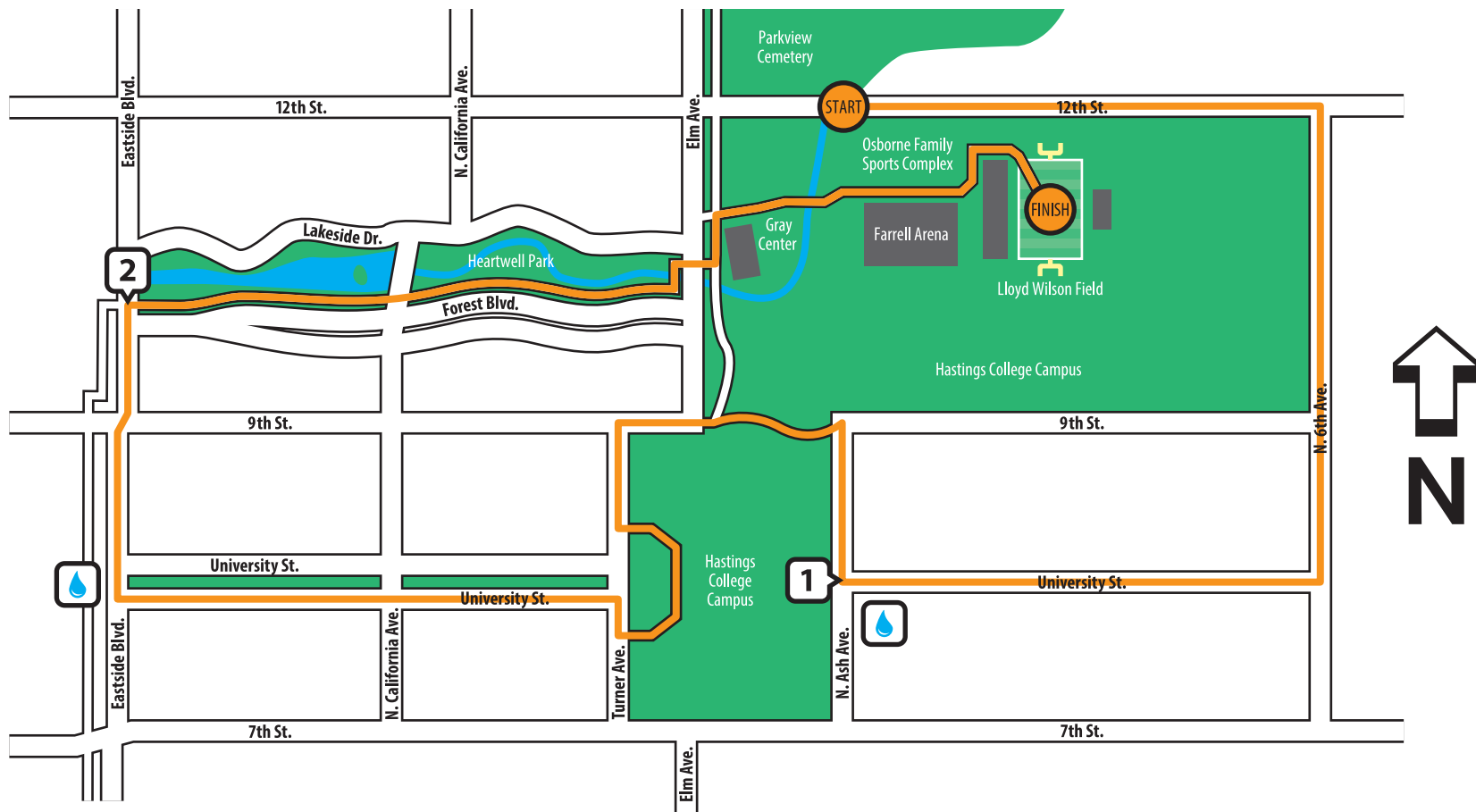
Volunteers already in place after this due to the Half Marathon route.

Cone spacing will be approximately 20 feet between cones

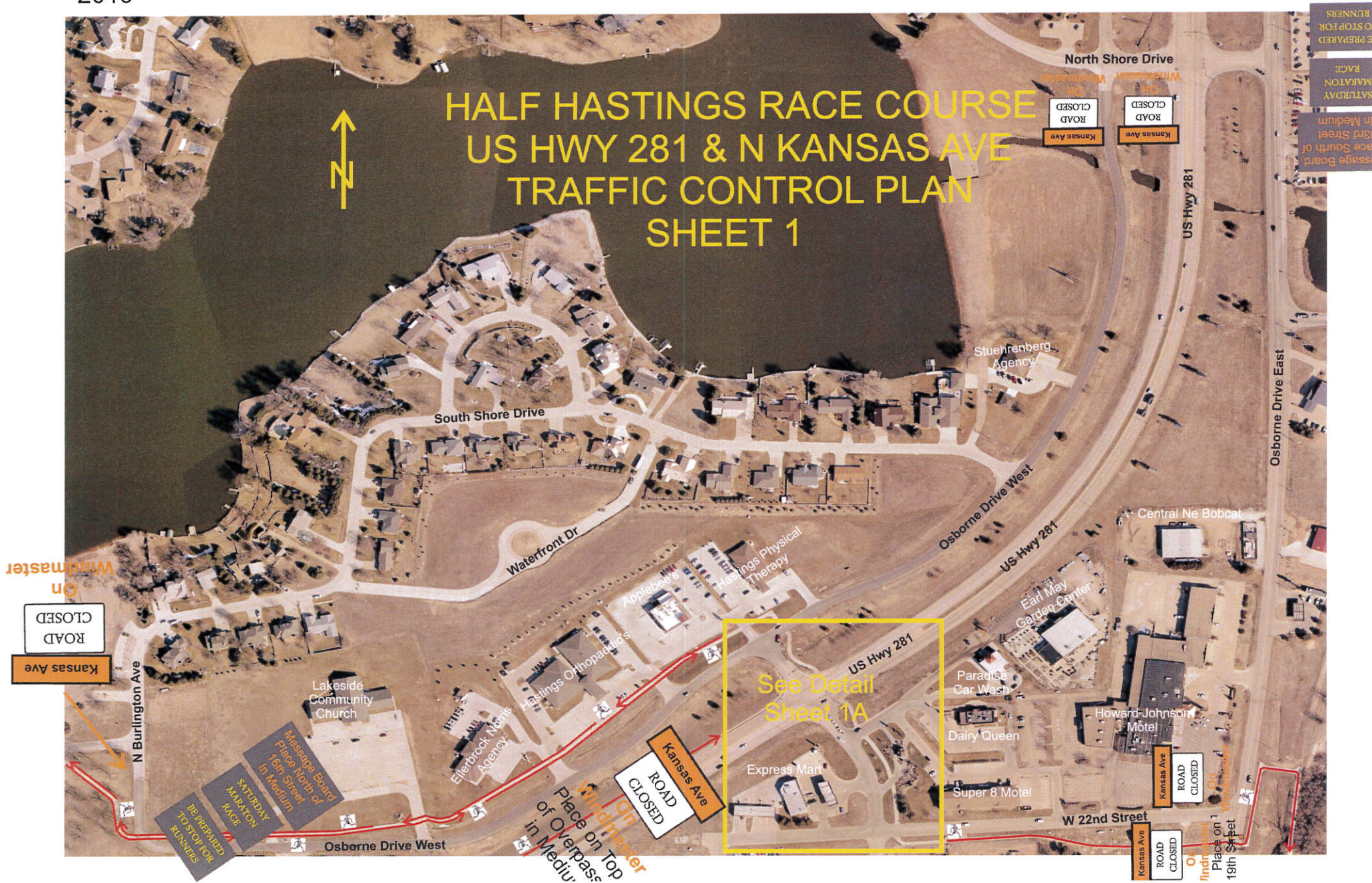
Volunteers directing, stopping, and monitoring traffic will have safety vests and hand gear (Stop Signs)



5K ROUTE



2019



HALF HASTINGS RACE COURSE
US HWY 281 & N KANSAS AVE
TRAFFIC CONTROL PLAN
DETAIL SHEET 1A

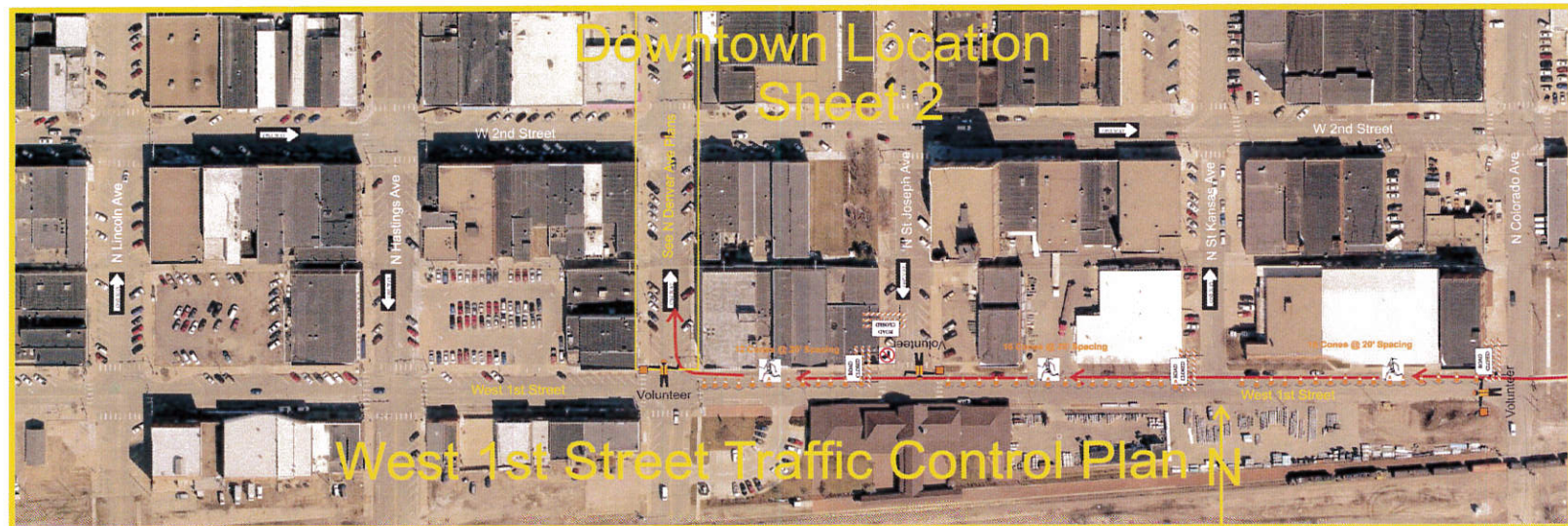
West Side - 4 Type 3's, 2 Type 1's and 6 cones
East Side - 4 Type 3's, 2 Type 1's and 6 cones
281 - 15 to 20 cones each turn lane, 2 No Left Turns

HALF HASTINGS RACE COURSE
US HWY 281 & N KANSAS AVE
TRAFFIC CONTROL PLAN
DETAIL SHEET 1A

West Side - 4 Type 3's, 2 Type 1's and 6 cones
East Side - 4 Type 3's, 2 Type 1's and 6 cones
281 - 15 to 20 cones each turn lane, 2 No Left Turns



NOTE: 100 Total Traffic Cones Needed Downtown





MARYLAN-02

SBATES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/15/2018

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 816 Hastings, NE 68902-0816	CONTACT NAME: Stacy L. Bates, CISR	
	PHONE (A/C, No, Ext): (402) 463-2461 700100	FAX (A/C, No):
	E-MAIL ADDRESS: sbates@eni-grp.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: The MMIC Group	
INSURED Mary Lanning Healthcare & Mary Lanning Hospital Trust 715 North St. Joseph Avenue Hastings, NE 68901	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☒ OCCUR	X		MHP000214	03/01/2018	03/01/2019	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 1,000,000
							AGGREGATE DEDUC \$ 50,000
							COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB						
	☐ CLAIMS-MADE			MHP000214	03/01/2018	03/01/2019	EACH OCCURRENCE \$ 5,000,000
	DED ☒ RETENTION \$ 10,000						AGGREGATE \$ 5,000,000
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				PER STATUTE
	If yes, describe under DESCRIPTION OF OPERATIONS below						OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Hastings is included as an additional insured on the General Liability policy.

CERTIFICATE HOLDER

CANCELLATION

City of Hastings
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

Department: Engineering
Staff Contact: David Wacker
Council Meeting Date: 03/11/2019

AGENDA ITEM SUMMARY SHEET

Description of Item:

Resolution 2019-2, required by the State of Nebraska to assume legal responsibility for the closure of a U.S. Highway for Half Hastings Races.

Names of People/Business affected by this action:

City of Hastings
State of Nebraska
Mary Lanning Healthcare
Participants

Why Council action is required:

Approval of Resolution 2019-2

Type of action requested:

Resolution

Suggested motion:

Motion to approve Resolution No. 2019-2

Deadlines associated with action:

Resolution for State of Nebraska clearance has to be supplied 30 days prior to event.

Department head comments:

Request from Mike Florek and Becky Sullivan representing the Sponsor Mary Lanning Healthcare to conduct the Half Hastings Races to be held on June 1, 2019. The packet of information that is attached, represents the work of the group to provide for the safety of the event. Conditions for approval and insurance requirements have been reviewed by the City Attorney. The attached Resolution will additionally need approval for submission to the Nebraska Department of Roads. Updated Certificate of Liability Insurance has been received for this event.

Recommend approval

City Administrator comments:

This has become an annual event. Recommend approval

RESOLUTION NO. 2019-2

WHEREAS, the City of Hastings, Nebraska (City) pursuant to Neb. Rev. Stat, § 13-1359 is desirous of obtaining the written consent of the Nebraska Department of Roads (NDOR) to temporarily utilize a portion of the state highway system for a special event designated by the City of Hastings, Nebraska; and

WHEREAS, said special event is to be known as the “Half Hastings Races”, and

WHEREAS, the running course for said special event will require the temporary closing of U.S. Highway 281 between 16th Street and North Shore Drive located within the corporate limits and zoning jurisdiction of the City; and

WHEREAS, said “Half Hastings Races” is scheduled to be held on the 1st day of June, 2019, between the hours of 7:30 o’clock A.M. (the time the City will assume temporary control of the portion of the state highway system) and 9:30 o’clock A.M. (the time the City will relinquish control of the portion of the state highway system); and

WHEREAS, the City understands that the City shall have the legal duty to protect the highway property from any damages that may occur arising out of said special event and the State of Nebraska and the NDOR shall not have any such duty during the time the City is in control of the highway property; and

WHEREAS, the City understands that any existing statutory or common law duty of the State of Nebraska and the NDOR to protect the public from damage, injury, or death shall become the duty of the City, and the State of Nebraska and the NDOR shall not have such statutory or common law duty during the time the City is in control of the highway property; and

WHEREAS, this Resolution is being passed and adopted for the purpose of providing NDOR with thirty days’ advance written notice of said special event as provided by Neb. Rev. Stat §39-1359(3); and

WHEREAS, the City understands that the Nebraska Political Subdivision Tort Claims Act shall apply to any claim arising during the time specified in said notice;

NOW, THEREFORE, in consideration of the foregoing recitals, the Mayor and City Council of the City of Hastings, Nebraska, hereby passes and adopts the following Resolution:

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

1. The City hereby gives advance written notice to the NDOR that it intends to conduct a special event to be known as the “Half Hastings Races” requiring the closing of a portion of the state highway system, to wit: U.S. Highway 281 between 16th Street and North Shore Drive located within the corporate limits and zoning jurisdiction of the City on the 1st day of June, 2019, 7:30 o’clock A.M. (the time the City will assume temporary control of that portion of the state highway system) and 9:30 o’clock A.M. (the time the City will relinquish control of the portion of that state highway system);

2. The City acknowledges that the City shall have the legal duty to protect the highway property from any damage that may occur arising out of said special event and the State of Nebraska and the NDOR shall not have any such duty during the time the City is in control of the highway property;

3. The City acknowledges that any existing statutory or common law duty of the State of Nebraska and the NDOR to protect the public from damage, injury, or death shall become the duty of the City, and the State of Nebraska and the NDOR shall not have such statutory or common law duty during the time the City is in control of the highway property;

4. The City acknowledges that the Nebraska Political Subdivisions Tort Claims Act shall apply to any claim arising during the time specified in said notice; and

5. The City acknowledges that the City accepts the duties set out in this Resolution, and if a claim is made against the State of Nebraska and/or NDOR, the City shall indemnify, defend, and hold harmless the State of Nebraska and NDOR from all claims, demands, actions, damages, and liability, including reasonable attorney's fees, that may arise as a result of said special event.

PASSED AND ADOPTED this 11th day of March, 2019

ATTEST

MAYOR

CITY CLERK

(SEAL)

Approved as to form: _____
CITY ATTORNEY

HALF HASTINGS RACE COURSE US HWY 281 & N KANSAS AVE TRAFFIC CONTROL PLAN DETAIL SHEET 1A



Volunteer

Volunteer

Volunteer

Volunteer

On WindMaster
Place 200' Ahead
of Cones

On WindMaster
Place 200' Ahead
of Cones

Earl May Garden Center

Dairy Queen

Barista's Daily Grind

Express Mart

N Kansas Ave

W 22nd Street

West Side - 4 Type 3's, 2 Type 1's and 6 cones
East Side - 4 Type 3's, 2 Type 1's and 6 cones
281 - 15 to 20 cones each turn lane, 2 No Left Turns

Department: Human Resources
Staff Contact:
Council Meeting Date: 03/11/2019

AGENDA ITEM SUMMARY SHEET

Description of Item:

Ordinance no. 4582 Amending Section 3-305 regarding age requirement for employment with the City of Hastings

Names of People/Business affected by this action:

Applicants for seasonal positions with the City of Hastings

Why Council action is required:

Council action is needed to change the current ordinance

Type of action requested:

Ordinance

Suggested motion:

Approval of Ordinance no. 4582 Amending Section 3-305 regarding age requirement for employment with the City of Hastings

Deadlines associated with action:

Department head comments:

Per the request of the Parks Department, we would like to increase the pool of applicants for seasonal positions. Reducing the age to 15 enables us to do that.

City Administrator comments:

Recommend approval

ORDINANCE NO. 4582

AN ORDINANCE OF THE CITY OF HASTINGS, NEBRASKA, TO AMEND SECTION 3-305 REGARDING AGE REQUIREMENT FOR EMPLOYMENT WITH THE CITY OF HASTINGS; TO REPEAL ANY ORDINANCE IN CONFLICT HERewith; AND 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 3-305 of the Official City Code of the City of Hastings, Nebraska, be and the same is hereby amended to read as follows:

3-305. Age requirement.

(1) Full Time and Part Time Positions. All applicants for full time and part time positions with the City of Hastings shall not be less than 16 years of age or as otherwise required by state or federal regulations.

(2) Seasonal Positions. All applicants for seasonal positions with the City of Hastings shall not be less than 15 years of age or as otherwise required by state or federal regulations.

(3) Uniform Positions. All applicants for entrance level commissioned positions in the Police and Fire Departments shall be not less than twenty-one (21) years of age for police positions and eighteen (18) years of age for fire positions.

(4) Positions after Retirement. No person shall be rehired as a full time or part time employee by the City of Hastings who has retired from City of Hastings employment, except when it is in the best interests of the City, the retiree may be re-employed on a contract basis for a specified period of time upon the request of the appointing authority and with the approval of the City Administrator.

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

SECTION 3. This ordinance shall take effect and be in full force from and after its passage, approval and publication in pamphlet form, said effective date being the ____ day of _____, 2019, 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 _____, 2019.

ATTEST:

Mayor

City Clerk

(S E A L)

APPROVED TO FORM:

City Attorney

Department: Engineering
Staff Contact: David Wacker
Council Meeting Date: 03/11/2019

AGENDA ITEM SUMMARY SHEET

Description of Item:

Resolution approving plans, specifications, and estimate of costs for Street Improvement District 2018-1 - Lakeview Drive - North Shore Drive to, North of Martin Avenue

Names of People/Business affected by this action:

Project Owners
Westbrook LLC (Alan Anderson)
City of Hastings

Why Council action is required:

Bond Transcript Requirement

Type of action requested:

Resolution

Suggested motion:

Resolution No 2019-4

Deadlines associated with action:

As soon as possible for spring letting

Department head comments:

Bond transcript requirements require formal approval of plans, specifications, and estimate of costs for paving districts.

Advertisement is commence as follows: March 12 2019, and March 19, 2019.

Open bids are set for March 25, 2019 at 10:00 am at the City Building.

Recommend Approval

City Administrator comments:

Recommend approval

RESOLUTION 2019-4

RESOLUTION APPROVING THE PLANS, SPECIFICATIONS AND ESTIMATE OF COST FOR STREET IMPROVEMENT DISTRICT NO. 2018-1 IN THE CITY OF HASTINGS, NEBRASKA, AS PREPARED BY THE CITY ENGINEER AND DIRECTING THE ADVERTISEMENT FOR BIDS.

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

That the plans, specifications and estimate of cost prepared by the City Engineer and filed in the office of the City Clerk for the construction of improvements in Street Improvement District No., SID-2018-1, in the City of Hastings, Nebraska, be and the same are hereby approved and the City Clerk is directed to advertise for bids in the form of the notice or notices prepared by the City Engineer which are hereby approved.

PASSED AND APPROVED this 11TH day of March, 2019.

Mayor

ATTEST:

City Clerk

(SEAL)

Approved as to form:

City Attorney

PROPOSED APPOINTMENTS

BOARD OR COMMISSION	APPOINTEE	DATES OF TERM	REPLACING OR REAPPOINTMENT
Business Improvement Board	Andrew Vrbas	3-11-19 to 3-11-22	Reappoint
Business Improvement Board	Eldon Orthman	3-11-19 to 3-11-22	Reappoint
Business Improvement Board	Tony Harman	3-11-19 to 3-11-22	Reappoint
City Planning Commission	Gavin Raitt	3-11-19 to 3-11-22	Reappoint
City Planning Commission	Marshall Gaines	3-11-19 to 3-11-22	Reappoint
City Tree Board	William Locke	3-11-19 to 3-11-22	Reappoint
City Tree Board	Margaret Hermes	3-11-19 to 3-11-22	Reappoint
City Tree Board	Jane Marie	3-11-19 to 3-11-22	Reappoint
City Planning Commission	Ann Hinton	3-11-19 to 3-11-22	Replacement

State statutes and the Hastings City Code require that the incumbent officeholder shall serve until they resign or a replacement is named and approved by the City Council.