

**HASTINGS CITY COUNCIL
AGENDA**

**Council Chambers – City Hall
220 North Hastings Avenue
December 9, 2019
5:30 PM**

ROLL CALL:

PLEDGE OF ALLEGIANCE:

MOTION TO ADOPT CURRENT AGENDA for December 9, 2019 Regular Meeting.

PUBLIC NOTICE - Official Notice of the Regular Meeting was published in the Hastings Tribune on Friday, December 6, 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 November 25, 2019
 - (b) Approval of claims and payroll
 - (c) Approve receiving and placing on file department monthly reports
 - (d) Approval of State of Nebraska Department of Economic Development Community Development Block Grant Contract No. 19-DTR-103

REGULAR AGENDA:

2. Unfinished Business of Preceding Meeting.

3. Public Hearings.
4. General Business.
 - (a) Approval of Global Public Safety Master Purchase, License and Services Agreement with Global Software for Tac. 10 Report Management and CAD Software
 - (b) Approval of the application from Brant Rentals, LLC for CDBG Downtown Revitalization funding for facade improvements at 731-733 W. 2nd Street
 - (c) Approve of the final plat for First Christian Church Subdivision
5. Ordinances and Resolutions.
 - (a) Resolution No. 2019-59 (Option 1, 2, 3, or 4) addressing action to be taken regarding demolition, repair or replacement of the closed old U.S. 281, a/k/a 16th Street Viaduct
 - (b) Resolution No. 2019-58 approving plans, specifications, and estimate of costs for Project M-330 (93) 42nd Street
 - (c) Resolution No. 2019-60 approving plans, specifications, estimate of costs, and authorization to advertise for bids for Street Improvement District No. 2019-4
 - (d) Resolution No. 2019-61 approving plans, specifications, estimate of costs, and authorization to advertise for bids for Sewer Extension District No. 2019-1
 - (e) Resolution No. 2019-62 approving plans, specifications, estimate of costs, and authorization to advertise for bids for Water Extension District No. 2019-1
 - (f) Resolution No. 2019-63 approving plans, specifications, estimate of costs, and authorization to advertise for bids for Street Improvement District No. 2019-3
6. Final Passage of Ordinances.
7. Appointments.
8. Miscellaneous and Other Business.
9. Possible Closed Session (if necessary or requested).

ADJOURN:

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

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

December 2019 Service Anniversaries

Name	Department	Anniversary	Years of Service
Baumgart, Denise K	Finance	12/10/2019	35
Garett, David L.	Street	12/18/2019	30
Vorderstrasse, Troy A.	Fire	12/26/2019	25

CITY OF HASTINGS, NEBRASKA
MINUTES OF CITY COUNCIL REGULAR MEETING
Monday, November 25, 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 November 25, 2019.

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

The following City Officials were present: City Administrator, David Ptak; City Attorney, Clint Schukei; City Clerk, Kimberly Jacobitz; Police Chief, Adam Story; Fire Chief, Brad Starling; Parks & Recreation Director, Jeff Hassenstab; Finance Director, Roger Nash; City Engineer, David Wacker; Utility Manager, Kevin Johnson; IT Director, Kevin Schawang.

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

Moved by Butch Eley seconded by Matt Fong to adopt current agenda for November 25, 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:

None.

CITIZEN COMMUNICATIONS:

Those speaking on the viaduct agenda item: Bill Lorenz, 620 W 2nd; John McBride, 1220 Eastside Blvd; Charles Holmberg, 717 N. Cedar; Chuck Conrad, 1223 East 7th; Dale Gardner, 220 N Lincoln.

MAYOR'S COMMUNICATIONS:

Mayor Stutte stated Small Business Saturday is this coming weekend. He encouraged citizens to support local businesses. A meeting will be held at 8 A.M. tomorrow to discuss a snow emergency declaration.

CONSENT AGENDA:

1. All Consent Items.

Moved by Ginny Skutnik seconded by Scott Snell 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 November 12, 2019

(b) Approval of the minutes of the Council Worksession of November 4, 2019

(c) Approval of claims and payroll

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

(e) Approval of Work Order EL-106

(f) Approval of Work Order SW-345

(g) Approval of contract amendment request for CDBG Project 07-ED-005

(h) Approval of invoice #995 from SCEDD for \$1150 for grant administration services on CDBG Project 18-PP-003

(i) Approval of request for CDBG funds, Drawdown #7, in the amount of \$1150 for grant administration, Mobility Study Planning Grant Project 18-PP-003

- (j) Approval of invoice #996 from SCEDD for \$650 for grant administration services on CDBG Project 18-ED-003
- (k) Approval of request for CDBG funds, Drawdown #2, in the amount of \$650 for grant administration, SHABRI Economic Development Grant Project 18-ED-003
- (l) Approval of invoice #997 from SCEDD for \$3600 for grant administration services on CDBG Project 17-DTR-105
- (m) Approval of request for CDBG funds, Drawdown #6, in the amount of \$3600 for grant administration, Downtown Revitalization Project 17-DTR-105
- (n) Approval of the request of Mary Lanning Rehabilitation/Pediatric Rehabilitation to utilize city streets for the Racing for World Down Syndrome Day held on March 21, 2020

REGULAR AGENDA:

2. Unfinished Business of Preceding Meeting.

None.

3. Public Hearings.

(a) Public hearing on the application of Casey's Retail Company dba "Casey's General Store 1780" for a Class "D" Liquor License at 406 S. Elm Avenue. Police Chief Adam Story reported this application has been reviewed and is recommended for approval. No public spoke. No objections received.

Moved by Ginny Skutnik seconded by Matt Fong to approve Resolution No. 2019-54. . . Approving the application of Casey's Retail Company dba "Casey's General Store 1780" for a Class "D" Liquor License at 406 S. Elm Avenue. 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 Matt Fong seconded by Chuck Rosenberg to approve the manager application of Tina M. Stone in connection with the Class "D" Liquor License of Casey's General Store dba "Casey's General Store 1780" located at 406 S. Elm Avenue. 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.

(c) Public hearing regarding a request of the Development Services Department to amend Hastings City Code Chapter 34 adding Section 34-219, District Assignment - Extraterritorial Jurisdiction Expansion. Clint Schukei, City Attorney, reported this is related to Ordinance 4602, coming up last on tonight's agenda. It addresses what happens when properties that use to be in the county's jurisdiction come into the city's jurisdiction, assigning similar zoning. No public spoke. No objections received.

ORDINANCE NO. 4607 ENACTING SECTION 34-219 OF THE CITY CODE TO PROVIDE FOR THE ASSIGNMENT OF A ZONING DISTRICT IN THE AREA WITHIN THE CITY'S EXTRATERRITORIAL ZONING JURISDICTION

Said Ordinance was read by title and thereafter Councilmember Chuck Rosenberg moved for passage of the ordinance, which motion was seconded by Councilmember Paul Hamelink.

The Mayor then stated the question "Shall Ordinance No. 4607 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 Paul Hamelink 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, Butch Eley, Ted Schroeder, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: None. The motion to suspend the rules was adopted by three fourths vote of the Council and the statutory rule was declared suspended for consideration of said ordinance.

The passage and adoption of said ordinance having been concurred in by a majority of all members of the Council, the Mayor declared the ordinance adopted upon second and final reading and the Mayor signed and approved the ordinance. City Clerk attested the passage approval of the same and affixed her signature thereto. Published in the Hastings Tribune on November 29, 2019. Effective date of the ordinance is 15 days from and after the date this ordinance is passed and approved.

4. General Business.

(a) Moved by Scott Snell seconded by Ted Schroeder to approve bid of \$179,744.80 to Outdoor Recreation Products for the purchase and installation of a playground at Brickyard Park. Jeff Hassenstab, Parks and Recreation Director, reported this playground is the second to be replaced using city sales tax. The current playground does not meet today's safety standards. The city received a grant from the Little Blue NRD in the amount of \$15,000, to be applied to the playground. Completion date is spring 2020. 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 Matt Fong seconded by Ted Schroeder to award bid to Southwestern Sales for Alternate Daily Cover Tarp Machine for furnishing of one 2019 Alternate Daily Cover Tarp Machine for the City of Hastings Landfill facility in the amount of \$43,244.01. Dave Wacker, City Engineer, reported this will stretch a reusable tarp across daily waste. This method is approved by Nebraska Department of Environmental Quality. Council members discussed receiving one bid for this and other landfill items on the agenda. 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.

(c) Moved by Ginny Skutnik seconded by Jeniffer Beahm to award to: Morbark, LLC, for the furnishing of one 2019, Model 6400XT Heavy Duty Industrial Horizontal Wood Waste Grinder, in the following terms: Base Bid \$927,415.00 Less Trade In Allowance 2005 Morbark \$115,000. \$812,415.00-Net Bid Payment Upon Delivery \$150,000.00 Principal To Be Financed \$662,415.00. Dave Wacker reported we received one bid. It is a specialized device, similar to rock crushers. Tomorrow the city will open bids for tree trimming across the city. Landfill has been chosen as the place to dispose of the waste. Councilmembers discussed concerns for receiving only one bid. Dave Ptak and Clint Schukei met with Dave Wacker in anticipation of concerns, regarding receipt of the low number of bids on the landfill agenda items. They talked about looking at state bids, general service administration and other available sites. Dave Ptak feels Dave Wacker did due diligence trying to find bidders. This is specialized equipment and has a lag time for manufacturing. The equipment is being paid by the landfill's proprietary fund. Roll Call: Ayes: Matt Fong, Paul Hamelink, Scott Snell, Ted Schroeder, Ginny Skutnik, Jeniffer Beahm. Nays: Chuck Rosenberg, Butch Eley. Absent: None. The motion carried.

(d) Moved by Ginny Skutnik seconded by Jeniffer Beahm to award to: NMC Inc., for the furnishing of One 2020 Model Tracked Waste Handler Dozer, in the following terms: Base Bid 458,800.00, Less Trade In Allowance 2008 Dozer/Ripper, \$106,750.00, \$352,050.00 - Net Bid, Add Option (A) Add Lubrication & Maintenance Agreement \$ 32,917.00, \$384,967.00 – Total, Payment Upon Delivery of \$100,000. Principal to be financed \$285,217. Dave Wacker reported one bid was received. Councilmember Rosenberg stated this is not a specialized piece of equipment and he has concerns with only one bid being received. Roll Call: Ayes: Matt Fong, Paul Hamelink, Ted Schroeder, Ginny Skutnik, Jeniffer Beahm. Nays: Chuck Rosenberg, Scott Snell, Butch Eley. Absent: None. The motion carried.

5. Ordinances and Resolutions.

(a) ORDINANCE NO. 4617 ENACTING A NEW SECTION 3-305.1 TO THE OFFICIAL CITY CODE TO PROVIDE FOR THE REINSTATEMENT OF A PERSON TO A CIVIL SERVICE POSITION UNDER CERTAIN CIRCUMSTANCES

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

Brad Starling, Fire Chief, reported our current civil service rules do not offer an opportunity for employees who have left employment to be on a reinstatement list, with the exception of a reduction in work force policy. In civil service positions, the hiring and training processes can be costly. If we are able to do this,

there could be a substantial savings to the city. This ordinance was approved by Civil Service. Dave Ptak stated this is a unique scenario, especially as it affects firefighters. If they are injured, after twelve months they lose their protection, by statute, as far as their position. If we had someone in the fire department injured, but they are not ready to come back at 12 months, this would allow us to bring them back at a later date. Criteria would be strict and they must be recommended by the Fire Chief.

The Mayor then stated the question "Shall Ordinance No. 4617 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 Paul Hamelink moved that the statutory rule requiring reading on three different days be suspended; Councilmember Scott Snell seconded the motion to suspend the rules and upon roll call vote the following Councilmembers voted Ayes: 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 November 29, 2019. Effective date of the ordinance is 15 days from and after the date this ordinance is passed and approved.

(b) Moved by Jeniffer Beahm seconded by Butch Eley to approve Resolution 2019-55... providing for the Finance Director/City Treasurer and Accounting Manager as signatories on all City of Hastings' bank and financial accounts. Dave Ptak reported the decision was made that it is best to use titles of employees responsible for city accounts. 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.

(c) Moved by Matt Fong seconded by Jeniffer Beahm to approve Resolution 2019-56... providing for the Manager of Utilities, Finance Director/City Treasurer, Director of Operations and Accounting Manager as signatories on all Hastings Utilities' bank and financial accounts. Dave Ptak reported this is a result of changes in personnel that have affected how utilities is organized, as far as in the Finance Department. 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 Ginny Skutnik seconded by Jeniffer Beahm to approve Resolution 2019-57... to determine the old U.S. Highway 281 Viaduct, a/k/a the 16th Street Viaduct has become a public safety matter due to its deterioration over time and the immediate preservation of public safety is an urgent measure for which a decision needs to be made on whether to demolish said Viaduct or institute extensive repairs. Dave Ptak reported there is no clear way forward and there are a limited number of alternatives. This resolution attempts to narrow it down to those alternatives that have the least effect on taxpayers. Mayor Stutte stated this narrows it down to two options. The final decision would be made at the December 9th council meeting, if this resolution is approved. Members of the council discussed concerns on resolution language not including a complete rebuild option. Clint Schukei, City Attorney, stated this is a methodology by which to talk about deterioration on the viaduct. Either the extensive repairs or demolition are the options available to council without public votes to finance. Dave Ptak stated the matter will be on next Monday's council worksession, with Olsson engineering firm in attendance. Citizens expect something to be done and a course of action to do it. The resolution is a statement of intent. It is not law, so it can be changed. We looked at what we thought were the best alternatives. There is no guarantee the railroad will participate. The longer it takes to make a decision, the cost will most likely go up to remedy the situation. Whatever you decide after the worksession, will go on the December council meeting. Mayor Stutte stated there are differing opinions on how this should be done, whether it should be repaired or rebuilt. We can't speak to taking it to a vote of the people at this time. That would be a huge tax impact. We have multiple projects, which are collectively a large amount of money.

Moved by Butch Eley seconded by Paul Hamelink to amend Resolution 2019-57 sections as follows:
BE IT RESOLVED by the Mayor and City Council of the City of Hastings, Nebraska that the old U.S. Highway 281 Viaduct, also known as the 16th Street Viaduct has become a public safety matter due to its deterioration over time and the immediate preservation of public safety is an urgent measure for which a decision needs to be made.

BE IT FURTHER RESOLVED by the Mayor and City Council of the City of Hastings, Nebraska, that the Mayor and City Council will place an item on their December 9, 2019 City Council agenda to vote on the issue of what to do to the Viaduct.

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.

Vote to approve amended Resolution 2019-57...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.

(a) ORDINANCE NO. 4602 MODIFYING THE CITY'S EXTRA-TERRITORIAL ZONING JURISDICTION AND MODIFYING THE BOUNDARY OF THE COMPREHENSIVE LAND USE PLAN.

Moved by Ginny Skutnik seconded by Matt Fong to approve extending the 2-mile Extraterritorial Jurisdiction Boundary of the City of Hastings, Nebraska as described, on final reading.

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.

7. Appointments.

None.

8. Miscellaneous and Other Business.

None.

Moved by Ginny Skutnik seconded by Matt Fong there being no further business to adjourn at 6:39 P.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)

11/20/19 PREPAID VOUCHERS

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 001 GENERAL FUND							
Dept: 000.000							
001-000.000-424.100	Cable TV Franchise Fee						
	HASTINGS PUBLIC ACCESS	Q3 2019	FRANCHISE FEE - JULY-SEPT 2019	0	11/05/2019	11/20/2019	13,344.09
							13,344.09
Total Dept. 000000:							13,344.09
Dept: 010.000 City administrator's office							
001-010.000-726.200	Telephone						
	WINDSTREAM COMMUNICATIONS	ACT: 090212392	CITY PHONES / LONG DIST	0	11/06/2019	11/20/2019	57.75
	WINDSTREAM COMMUNICATIONS	ACT: 090212392	CITY PHONES / LONG DIST	0	11/06/2019	11/20/2019	9.00
	WINDSTREAM COMMUNICATIONS	ACT: 090212392	CITY PHONES / LONG DIST	0	11/06/2019	11/20/2019	11.09
	WINDSTREAM COMMUNICATIONS	ACT: 090212392	CITY PHONES / LONG DIST	0	11/06/2019	11/20/2019	2.41
	WINDSTREAM COMMUNICATIONS	ACT: 090212392	CITY PHONES / LONG DIST	0	11/06/2019	11/20/2019	9.06
							89.31
001-010.000-729.150	Other Operating						
	HOMETOWN LEASING #3	ACT: 22795125 NOV	EQUIPMENT LEASE PMT - NOV 2019	0	11/13/2019	11/20/2019	397.38
							397.38
Total Dept. City administrator's office:							486.69
Dept: 030.000 City attorney							
001-030.000-726.200	Telephone						
	WINDSTREAM COMMUNICATIONS	ACT: 090212392	CITY PHONES / LONG DIST	0	11/06/2019	11/20/2019	4.63
							4.63
Total Dept. City attorney:							4.63
Dept: 080.000 Development Services							
001-080.000-726.200	Telephone						
	VERIZON WIRELESS	9841574294	10/7 - 11/6 CELL PHONES - CITY	0	11/06/2019	11/20/2019	265.92
	WINDSTREAM COMMUNICATIONS	ACT: 090212392	CITY PHONES / LONG DIST	0	11/06/2019	11/20/2019	3.48
							269.40
001-080.000-727.600	R & M Office						
	HOMETOWN LEASING #3	ACT: 22795125 NOV	EQUIPMENT LEASE PMT - NOV 2019	0	11/13/2019	11/20/2019	372.94
							372.94
Total Dept. Development Services:							642.34
Dept: 120.000 Cemetery							
001-120.000-726.200	Telephone						
	VERIZON WIRELESS	9841574294	10/7 - 11/6 CELL PHONES - CITY	0	11/06/2019	11/20/2019	25.76
							25.76
Total Dept. Cemetery:							25.76
Dept: 130.000 Parks							
001-130.000-726.200	Telephone						
	VERIZON WIRELESS	9841574294	10/7 - 11/6 CELL PHONES - CITY	0	11/06/2019	11/20/2019	69.39
	WINDSTREAM COMMUNICATIONS	ACT: 090212392	CITY PHONES / LONG DIST	0	11/06/2019	11/20/2019	59.93
							129.32
001-130.000-729.150	Other Operating						
	HASTINGS PHYSICAL THERAPY	4190	NEW HIRING TESTING-PARKS, RECRUITING	0	10/31/2019	11/20/2019	65.00
	WPCI	S135320	DOT DRUG SCREEN/REVIEW INTERVIEW	0	10/31/2019	11/20/2019	30.50
							95.50
001-130.000-731.400	Other Supplies						
	HOMETOWN LEASING #3	ACT: 22795125 NOV	EQUIPMENT LEASE PMT - NOV 2019	0	11/13/2019	11/20/2019	114.84
							114.84

INVOICE APPROVAL LIST BY FUND REPORT

11/20/19 PREPAID VOUCHERS

Date: 11/21/2019

Time: 8:25 am

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City of Hastings

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Total Dept. Parks:							339.66
Dept: 145.000 Recreation prograr							
001-145.000-730.050	Office Suppli						
	HOMETOWN LEASING #3	ACT: 22795125	NOV EQUIPMENT LEASE PMT - NOV	0	11/13/2019	11/20/2019	281.12
							281.12
Total Dept. Recreation programming:							281.12
Dept: 150.000 Library							
001-150.000-726.200	Telephone						
	VERIZON WIRELESS	9841975342	CELL SERVICE 10/11 - 11/10	0	11/10/2019	11/20/2019	111.89
	WINDSTREAM COMMUNICA	ACT: 090212392	CITY PHONES / LONG DIST	0	11/06/2019	11/20/2019	64.61
							176.50
Total Dept. Library:							176.50
Dept: 220.000 911 center							
001-220.000-726.200	Telephone						
	WINDSTREAM COMMUNICA	ACT: 090219386	PARKS/REC ALARM 11/4-12/3	0	11/06/2019	11/20/2019	98.50
	WINDSTREAM COMMUNICA	ACT: 090223888	LIBRARY ALARM 11/4 - 12/3	0	11/06/2019	11/20/2019	16.83
	WINDSTREAM COMMUNICA	ACT: 090223889	MUSEUM ALARM 11/4 - 12/3	0	11/06/2019	11/20/2019	16.83
	WINDSTREAM COMMUNICA	ACT: 090223890	ENGINEERING ALARM 11/4 - 1	0	11/06/2019	11/20/2019	16.83
	WINDSTREAM COMMUNICA	ACT: 090229723	LINCOLN PARK FIRE STATION	0	11/06/2019	11/20/2019	119.74
	WINDSTREAM COMMUNICA	ACT: 090212392	CITY PHONES / LONG DIST	0	11/06/2019	11/20/2019	5.12
	WINDSTREAM COMMUNICA	ACT: 090212392	CITY PHONES / LONG DIST	0	11/06/2019	11/20/2019	4,568.27
							4,842.12
Total Dept. 911 center:							4,842.12
Dept: 230.000 Hastings Fire & Re							
001-230.000-720.300	Professional						
	HASTINGS PHYSICAL THER	4190	NEW HIRING TESTING-PARKS	0	10/31/2019	11/20/2019	40.00
							40.00
001-230.000-726.200	Telephone						
	VERIZON WIRELESS	9841574294	10/7 - 11/6 CELL PHONES - CIT	0	11/06/2019	11/20/2019	-20.64
	VERIZON WIRELESS	9841574294	10/7 - 11/6 CELL PHONES - CIT	0	11/06/2019	11/20/2019	520.13
	VERIZON WIRELESS	9841574294	10/7 - 11/6 CELL PHONES - CIT	0	11/06/2019	11/20/2019	243.91
	WINDSTREAM COMMUNICA	ACT: 090212392	CITY PHONES / LONG DIST	0	11/06/2019	11/20/2019	9.61
							753.01
Total Dept. Hastings Fire & Rescue:							793.01
Dept: 230.300 Ambulance Service							
001-230.300-726.200	Telephone						
	VERIZON WIRELESS	9841574294	10/7 - 11/6 CELL PHONES - CIT	0	11/06/2019	11/20/2019	-103.20
	VERIZON WIRELESS	9841574294	10/7 - 11/6 CELL PHONES - CIT	0	11/06/2019	11/20/2019	200.05
	VERIZON WIRELESS	9841574294	10/7 - 11/6 CELL PHONES - CIT	0	11/06/2019	11/20/2019	184.52
							281.37
Total Dept. Ambulance Service:							281.37
Dept: 240.000 Police							
001-240.000-720.300	Professional						
	HASTINGS PHYSICAL THER	4190	NEW HIRING TESTING-PARKS	0	10/31/2019	11/20/2019	65.00
							65.00
001-240.000-726.200	Telephone						
	VERIZON WIRELESS	9841998059	MONTHLY CHRGS/MIFI HOTSF	0	11/10/2019	11/20/2019	646.41
	WINDSTREAM COMMUNICA	ACT: 090212392	CITY PHONES / LONG DIST	0	11/06/2019	11/20/2019	78.78
							725.19
001-240.000-727.400	R & M Comr						

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	VERIZON WIRELESS	9841998059	MONTHLY CHRGS/MIFI HOTSF	0	11/10/2019	11/20/2019	99.98
	VERIZON WIRELESS	9841998059	MONTHLY CHRGS/MIFI HOTSF	0	11/10/2019	11/20/2019	800.26
							900.24
						Total Dept. Police:	1,690.43
Dept: 620.000 Airport							
001-620.000-726.200	Telephone						
	VERIZON WIRELESS	9841574294	10/7 - 11/6 CELL PHONES - CIT	0	11/06/2019	11/20/2019	43.63
	WINDSTREAM COMMUNICA	ACT: 090937657	AIRPORT LAND LINE ONLY	0	11/11/2019	11/20/2019	57.78
							101.41
						Total Dept. Airport:	101.41
						tal Fund GENERAL FUND:	23,009.13
Fund: 111 1999 BUSINESS IMPRC							
Dept: 000.000							
111-000.000-729.150	Other Operat						
	HASTINGS UTILITIES	18691700-00	ELEC/WATER/STR LIGHT - BID	0	10/22/2019	11/20/2019	38.57
							38.57
						Total Dept. 000000:	38.57
						ESS IMPROVEMENT DIST:	38.57
Fund: 120 COMMUNITY DEVELOI							
Dept: 420.256 CDBG Grant TBA							
120-420.256-720.308	Planning						
	SOUTH CENTRAL ECONOMIC	995	CDBG GRANT ADMIN 18-PP-00	0	11/14/2019	11/20/2019	1,150.00
							1,150.00
						Total Dept. CDBG Grant TBA:	1,150.00
Dept: 420.315 Downtown Revitali							
120-420.315-720.302	Administratio						
	SOUTH CENTRAL ECONOMIC	997	CDBG GRANT ADMIN 17-DTR-1	0	11/14/2019	11/20/2019	3,600.00
							3,600.00
						al Dept. Downtown Revitalization Grt:	3,600.00
						TY DEVELOPMENT FUND:	4,750.00
Fund: 170 MUSEUM FUND							
Dept: 170.100 Museum administr							
170-170.100-726.200	Telephone						
	WINDSTREAM COMMUNICA	ACT: 090212392	CITY PHONES / LONG DIST	0	11/06/2019	11/20/2019	116.47
							116.47
						Total Dept. Museum administration:	116.47
						otal Fund MUSEUM FUND:	116.47
Fund: 180 STREET FUND							
Dept: 000.000							
180-000.000-724.050	Printing						
	HOMETOWN LEASING #3	ACT: 22795125 NOV	EQUIPMENT LEASE PMT - NOV	0	11/13/2019	11/20/2019	119.60
	HOMETOWN LEASING #3	ACT: 22795125 NOV	EQUIPMENT LEASE PMT - NOV	0	11/13/2019	11/20/2019	433.12
							552.72
180-000.000-726.200	Telephone						

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	VERIZON WIRELESS	9841574294	10/7 - 11/6 CELL PHONES - CIT	0	11/06/2019	11/20/2019	320.33
	VERIZON WIRELESS	9841574294	10/7 - 11/6 CELL PHONES - CIT	0	11/06/2019	11/20/2019	113.02
	WINDSTREAM COMMUNICA	ACT: 090212392	CITY PHONES / LONG DIST	0	11/06/2019	11/20/2019	15.82
	WINDSTREAM COMMUNICA	ACT: 090212392	CITY PHONES / LONG DIST	0	11/06/2019	11/20/2019	1.85
							451.02
180-000.000-727.710	R & M Traffic						
	HASTINGS UTILITIES	2-6065	MAINT & OP - SCHOOL/TRAFFI	0	10/31/2019	11/20/2019	3,992.35
							3,992.35
180-000.000-729.150	Other Operat						
	WPCI	S135320	DOT DRUG SCREEN/REVIEW I	0	10/31/2019	11/20/2019	30.50
							30.50
							Total Dept. 000000: 5,026.59
							Total Fund STREET FUND: 5,026.59
Fund: 610 LANDFILL FUND							
Dept: 000.000							
610-000.000-726.200	Telephone						
	VERIZON WIRELESS	9841574294	10/7 - 11/6 CELL PHONES - CIT	0	11/06/2019	11/20/2019	109.40
	WINDSTREAM COMMUNICA	ACT: 090212392	CITY PHONES / LONG DIST	0	11/06/2019	11/20/2019	1.78
							111.18
							Total Dept. 000000: 111.18
							tal Fund LANDFILL FUND: 111.18
Fund: 825 ECON.DEVELOP. REUS							
Dept: 000.000							
825-000.000-742.217	HEDC Projec						
	SOUTH CENTRAL ECONOMI	996	CDBG GRANT ADMIN 18-ED-0C	0	11/14/2019	11/20/2019	650.00
							650.00
							Total Dept. 000000: 650.00
							.DEVELOP. REUSE LOAN: 650.00
							Grand Total: 33,701.94

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Fund: 001 GENERAL FUND							
Dept: 000.000							
001-000.000-442.165	Ambulance for						
	GORDON BRADLEY - TRUST	BRADLEY	REFUND - OVER/DBL PAYMEN	0	11/11/2019	12/09/2019	90.26
	MCLAUGHLIN/JODI//	MCLAUGHLIN	REFUND - OVER/DBL PAYMEN	0	11/11/2019	12/09/2019	643.82
	ROUDEBUSH/MILDRED//	ROUDEBUSH	REFUND - OVER/DBL PAYMEN	0	11/11/2019	12/09/2019	84.77
	SANFORD HEALTH PLAN	MURRA	REFUND - OVER/DBL PAYMEN	0	11/11/2019	12/09/2019	550.01
	UNITED HEALTHCARE COMI	JONES	REFUND FOR OVER/DBL PAYM	0	11/11/2019	12/09/2019	333.91
	UNITED HEALTHCARE COMI	THAUT	REFUND FOR OVER/DBL PAYM	0	11/11/2019	12/09/2019	353.03
							2,055.80
Total Dept. 000000:							2,055.80
Dept: 010.000 City administrator's							
001-010.000-720.300	Professional						
	MARY LANNING HEALTHCAF	VORDERSTRASSE	DRUG SCREEN - L. VORDERST	0	10/30/2019	12/09/2019	45.00
							45.00
001-010.000-727.200	R & M Buildir						
	DUTTON-LAINSON CO.	810710-1	ANCHORS/CHRISTMAS LIGHT	0	11/18/2019	12/09/2019	23.37
	MENARDS - HASTINGS	89301	OUTLET SUPPLIES FOR CHRIS	0	11/14/2019	12/09/2019	33.33
	MENARDS - HASTINGS	89338	CORD / TIMER	0	11/15/2019	12/09/2019	2.98
	MENARDS - HASTINGS	89277	MINI STRIP / ADAPTER/ MISC	0	11/14/2019	12/09/2019	253.66
	MENARDS - HASTINGS	89358	CREDIT - RETURN STRIP/ADAI	0	11/15/2019	12/09/2019	-108.76
							204.58
001-010.000-730.050	Office Suppli						
	BUSINESS WORLD PRODUC	647997	CALENDAR REFILL	0	11/08/2019	12/09/2019	2.30
	BUSINESS WORLD PRODUC	021833	LABEL PROTECTORS / LABELS	0	11/11/2019	12/09/2019	15.99
	BUSINESS WORLD PRODUC	648096	CORRECTION TAPE	0	11/12/2019	12/09/2019	7.96
	BUSINESS WORLD PRODUC	021833	CREDIT - RETURN LABELS	0	11/12/2019	12/09/2019	-10.30
							15.95
Total Dept. City administrator's office:							265.53
Dept: 020.000 Human Resources							
001-020.000-724.050	Printing						
	CORNHUSKER PRESS	P190172	BUSINESS CARDS - J. ROTH	0	11/08/2019	12/09/2019	70.00
							70.00
Total Dept. Human Resources:							70.00
Dept: 070.000 Other governments							
001-070.000-720.307	ELSA Transla						
	REAL TIME TRANSLATION, IT	114383	106 MINS - NOV 1 - 15, 2019	0	11/18/2019	12/09/2019	159.00
							159.00
001-070.000-729.428	Internet Serv						
	CHARTER COMMUNICATION	ACT: 0029496	INTERNET - JANUARY 2020 AD	0	12/26/2019	12/09/2019	23.77
							23.77
001-070.000-741.200	Building Impr						
	K&G PLUMBING AND HEATIN	19-8428	PROF ENG SERVICES-AIRPOF	0	11/08/2019	12/09/2019	2,753.70
	KIRKHAM, MICHAEL & ASSO	90228	PROF ENG SERV - AIRPORT	0	11/14/2019	12/09/2019	4,454.34
	MUSCO SPORTS LIGHTING	329256	LIGHT R&M / SB COMPLEX FIE	0	10/31/2019	12/09/2019	9,450.00
							16,658.04
001-070.000-743.555	Computer Sc						
	TYLER TECHNOLOGIES, INC	045-283190	IMPLEMENTATION CONF CALL	0	11/12/2019	12/09/2019	700.00
							700.00
Dept. Other governmental accounts:							17,540.81
Dept: 080.000 Development Servi							

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001-080.000-720.305	Recording fee						
	ADAMS COUNTY REGISTER	20193358	MENARDS	0	10/16/2019	12/09/2019	100.00
	ADAMS COUNTY REGISTER	20193359	HEDC	0	10/16/2019	12/09/2019	40.00
	ADAMS COUNTY REGISTER	20193541	HOLLISTER	0	10/30/2019	12/09/2019	40.00
							180.00
001-080.000-720.350	Training & Confe						
	MOUNCE/JACOB//	REIMBURSEMENTS	CONFERENCE PARKING / MILE	0	11/21/2019	12/09/2019	5.00
							5.00
001-080.000-722.100	Mileage						
	MOUNCE/JACOB//	REIMBURSEMENTS	CONFERENCE PARKING / MILE	0	11/21/2019	12/09/2019	178.64
	MOUNCE/JACOB//	REIMBURSEMENTS	CONFERENCE PARKING / MILE	0	11/21/2019	12/09/2019	121.80
	THREEWITT/DON//	REIMBURSEMENT	CONFERENCE MILEAGE - NE C	0	11/21/2019	12/09/2019	89.90
							390.34
001-080.000-723.050	Advertising						
	HASTINGS TRIBUNE	300078886	NOTICE OF HEARING	0	11/08/2019	12/09/2019	8.83
	HASTINGS TRIBUNE	300078880	NOTICE OF HEARING	0	11/08/2019	12/09/2019	96.98
	HASTINGS TRIBUNE	300079308	NOTICE OF MEETING	0	11/08/2019	12/09/2019	6.22
							112.03
001-080.000-727.800	R & M Vehicle						
	FILL-N-CHILL	015883	CAR WASH - STORE 5 - OCTOBE	0	10/31/2019	12/09/2019	6.00
							6.00
001-080.000-729.050	Dues & Subs						
	US BANK CORPORATE PAYM	AICP	AICP & APA MEMBERSHIP - DC	0	11/05/2019	12/09/2019	600.00
	US BANK CORPORATE PAYM	3245863	MEMBERSHIP DUES	0	11/07/2019	12/09/2019	135.00
							735.00
001-080.000-730.050	Office Suppli						
	BUSINESS WORLD PRODUC	647673	OFFICE SUPPLIES	0	11/13/2019	12/09/2019	64.94
	BUSINESS WORLD PRODUC	647791	OFFICE SUPPLIES	0	11/18/2019	12/09/2019	35.32
							100.26
							1,528.63
						Total Dept. Development Services:	
Dept: 110.000 Auditorium							
001-110.000-726.200	Telephone						
	CHARTER COMMUNICATIONS	ACT: 8356151400029348	INTERNET SERV 12.18.19-1.17	0	12/08/2019	12/09/2019	101.66
							101.66
001-110.000-727.200	R & M Buildir						
	RUTT'S HEATING & AC	9646-6265	INSTALLED NEW FURNACE FC	0	10/30/2019	12/09/2019	2,450.00
	WILLIAMS EXTERMINATING,	50803	EXTERMINATING - NOV - AUDI	0	11/01/2019	12/09/2019	46.00
							2,496.00
001-110.000-727.700	R & M Tools &						
	BIG G COMMERCIAL ACCOU	639631/1	TRASH CAN / MISC SUPPLIES	0	11/21/2019	12/09/2019	108.90
	EAKES OFFICE SOLUTIONS	7902409-0	ICE SCOOP (2)	0	11/13/2019	12/09/2019	34.52
							143.42
001-110.000-737.200	Building Maint						
	BIG G COMMERCIAL ACCOU	639631/1	TRASH CAN / MISC SUPPLIES	0	11/21/2019	12/09/2019	55.98
	EAKES OFFICE SOLUTIONS	7905595-0	FLOOR FINISH	0	11/14/2019	12/09/2019	472.80
							528.78
						Total Dept. Auditorium:	3,269.86
Dept: 120.000 Cemetery							
001-120.000-726.200	Telephone						
	CHARTER COMMUNICATIONS	ACT: 8356151400008425	SERVICE 12.9.19 - 1.8.20 CEM	0	12/26/2019	12/09/2019	80.00
							80.00

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001-120.000-727.200	R & M Buildir CONSOLIDATED CONCRETE	249289	#2 SAND PAD	0	10/08/2019	12/09/2019	538.75
							538.75
001-120.000-727.500	R & M Heavy HASTINGS OUTDOOR POWE HASTINGS OUTDOOR POWE N A P A AUTO PARTS	23612 23743 908649	CHAINSAW HANDLE BAR CHAINSAW HANDLE ALTERNATOR/CORE DEPOSIT	0 0 0	11/06/2019 11/19/2019 11/12/2019	12/09/2019 12/09/2019 12/09/2019	53.99 91.48 43.24
							188.71
001-120.000-727.800	R & M Vehicl N A P A AUTO PARTS	909235	WINDSHIELD WIPERS/DE-ICEF	0	11/14/2019	12/09/2019	41.47
							41.47
001-120.000-729.150	Other Operat BEYKE SIGNS, INC. MENARDS - HASTINGS MENARDS - HASTINGS	25508 88828 89170	NORTH TERRACE SIGNS/TRAI POST FOR TRASH CAN SIGNS DRIVEWAY ORANGE CONES	0 0 0	10/29/2019 11/06/2019 11/12/2019	12/09/2019 12/09/2019 12/09/2019	87.50 39.98 99.60
							227.08
001-120.000-730.050	Office Suppli EAKES OFFICE SOLUTIONS	7906128-0	OFFICE SUPPLIES	0	11/13/2019	12/09/2019	17.22
							17.22
001-120.000-737.200	Building Mair BIG G COMMERCIAL ACCOU MENARDS - HASTINGS	639290/1 89347	PIPE PLUGS DRILL BITS / NUT DRIVER	0 0	11/15/2019 11/18/2019	12/09/2019 12/09/2019	7.86 38.65
							46.51
						Total Dept. Cemetery:	1,139.74
Dept: 130.000 Parks							
001-130.000-720.350	Training & Cc US BANK CORPORATE PAYM	NeRPA	WORKSHOP - YORK, NE 12/6/1	0	11/13/2019	12/09/2019	80.00
							80.00
001-130.000-724.050	Printing CORNHUSKER PRESS	P190247	BOAT PERMIT DECALS	0	11/18/2019	12/09/2019	232.07
							232.07
001-130.000-726.200	Telephone CHARTER COMMUNICATIONS GLENWOOD TELECOMMUNI VIAERO WIRELESS WINDSTREAM COMMUNICA	ACT: 8356151400037739 ACT: 00055901-5 14809 ACT: 090239198	INTERNET SERV 12.25.19-1.24 DUNCAN FIELD PRESS BOX PARKS CELL 11.21 - 12.20 SERVICE 12.4.19 - 1.3.20	0 0 0 0	12/25/2019 12/01/2019 01/09/2020 12/08/2019	12/09/2019 12/09/2019 12/09/2019 12/09/2019	83.43 79.95 2.88 233.41
							399.67
001-130.000-727.200	R & M Buildir BIG G COMMERCIAL ACCOU BIG G COMMERCIAL ACCOU DUTTON-LAINSON CO. DUTTON-LAINSON CO. FASTENAL COMPANY GRACE'S LOCKSMITH SERV PROTEX CENTRAL, INC. SCHINDLER ELEVATOR COF	638790/1 638756/1 S10934-1 S10831-1 NEHAS158150 62113 109948 7153000686	SAND SCOOP BATTERY FOR GARAGE DOOF PART FLUSH VALVE/RR PROSPECT PARTS KEYS DUNCAN ELEVATOR - FIRE AL INSTALL NEW DOOR OPERATC	0 0 0 0 0 0 0 0	11/07/2019 11/07/2019 11/12/2019 11/18/2019 11/05/2019 11/21/2019 10/31/2019 08/30/2019	12/09/2019 12/09/2019 12/09/2019 12/09/2019 12/09/2019 12/09/2019 12/09/2019 12/09/2019	4.42 4.73 16.25 319.74 33.97 30.00 196.50 6,757.78
							7,363.39
001-130.000-727.500	R & M Heavy HATTEN ELECTRIC SERVICE MIDWEST TURF & IRRIGATIC MIDWEST TURF & IRRIGATIC	0073347-IN 3832482-00 3832482-01	TRACTOR START CAPACITOR MOWER R&M / MUFFLER ASS MUFFLER ASSY	0 0 0	10/08/2019 11/12/2019 11/13/2019	12/09/2019 12/09/2019 12/09/2019	31.88 221.41 404.61

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	N A P A AUTO PARTS	897015	UNIVERSAL JOINT-SILVE	0	09/19/2019	12/09/2019	16.49
	N A P A AUTO PARTS	908718	BEARING	0	11/12/2019	12/09/2019	193.04
	N A P A AUTO PARTS	910338	SHOP TOOLS	0	11/20/2019	12/09/2019	16.67
	N A P A AUTO PARTS	910462	OIL FILTERS	0	11/20/2019	12/09/2019	47.70
	R&R PRODUCTS COMPANY	CD2391498	AERATOR REPAIR	0	10/07/2019	12/09/2019	102.33
	TURFWERKS	OI48982	STOP - DECK	0	11/15/2019	12/09/2019	201.32
							1,235.45
001-130.000-727.800	R & M Vehicl						
	N A P A AUTO PARTS	899397	VEHICLE BRAKES	0	09/30/2019	12/09/2019	227.89
							227.89
001-130.000-729.050	Dues & Subs						
	SPORTS TURF MANAGERS /	SPORTS TURF 2020	2020 STMA NAT'L MEMBERSHI	0	11/14/2019	12/09/2019	130.00
							130.00
001-130.000-729.150	Other Operat						
	BEYKE SIGNS, INC.	25498	ADD NAMES TO 2016 STATE SI	0	10/28/2019	12/09/2019	110.00
	MARY LANNING HEALTHCAF	WICKER	DOT DRUG SCREEN - D. WICK	0	10/24/2019	12/09/2019	25.00
							135.00
001-130.000-730.050	Office Suppli						
	EAKES OFFICE SOLUTIONS	7907708-0	BINDER	0	11/15/2019	12/09/2019	15.57
							15.57
001-130.000-731.250	Fuel & Oil						
	BOSELMAN ENERGY, INC.	21-6305096021	HUSKY SWIVEL / HOSES	0	11/18/2019	12/09/2019	309.47
	THOMSEN OIL CO.	282621	UNLEADED FUEL & DIESEL	0	11/07/2019	12/09/2019	2,019.00
							2,328.47
001-130.000-731.400	Other Supplie						
	BIG G COMMERCIAL ACCOU	639209/1	TREE TRIMMING SUPPLIES	0	11/14/2019	12/09/2019	60.31
	BIG G COMMERCIAL ACCOU	639421/1	CONCRETE SAW/SCREWDRIV	0	11/18/2019	12/09/2019	1,067.94
	MENARDS - HASTINGS	88946	SHOP TOOLS	0	11/08/2019	12/09/2019	212.63
	MENARDS - HASTINGS	89510	EAR PLUGS/ADAPTERS/BRAC	0	11/18/2019	12/09/2019	181.93
							1,522.81
001-130.000-737.705	Shop Supplie						
	BIG G COMMERCIAL ACCOU	639439/1	BLADE	0	11/18/2019	12/09/2019	59.49
							59.49
Total Dept. Parks:							13,729.81
Dept: 140.000 Water Park							
001-140.000-720.350	Training & Co						
	US BANK CORPORATE PAYM	NRPA	WEBINAR - INTERACTIVE AQU	0	11/14/2019	12/09/2019	35.00
	US BANK CORPORATE PAYM	NRPA	WEBINAR - INTERACTIVE AQU	0	11/18/2019	12/09/2019	35.00
							70.00
001-140.000-726.200	Telephone						
	WINDSTREAM COMMUNICA	ACT: 090766033	SERVICE 12.19.19 - 1.18.20	0	12/23/2019	12/09/2019	11.83
							11.83
Total Dept. Water Park:							81.83
Dept: 145.000 Recreation prograr							
001-145.000-720.300	Professional						
	CIVICPLUS INC	193721	CIVIC REC ANNUAL FEE	0	01/15/2020	12/09/2019	2,500.00
							2,500.00
001-145.000-720.350	Training & Co						
	US BANK CORPORATE PAYM	NeRPA	WORKSHOP - YORK, NE 12/6/1	0	11/13/2019	12/09/2019	40.00
	US BANK CORPORATE PAYM	NRPA	WEBINAR / E-SPORTS	0	11/18/2019	12/09/2019	35.00
							75.00

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	CHARTER COMMUNICATIONS	ACT: 8356151400263913	INTERNET SERV 12.20.19-1.19	0	12/10/2019	12/09/2019	77.37
							77.37
001-145.000-727.200	R & M Buildir						
	STANEK FIRE PROTECTION	31582	FIRE CONTROL SYSTEM SERV	0	11/12/2019	12/09/2019	135.00
							135.00
001-145.000-729.050	Dues & Subs						
	NE RECREATION & PARK AS	NeRPA 2020	2020 NeRPA MEMBERSHIP-BAI	0	11/12/2019	12/09/2019	60.00
							60.00
001-145.000-731.401	Adult Rec Su						
	INKCREDIBLE INC	16123	ADULT VB TOURNAMENT T-SH	0	11/17/2019	12/09/2019	102.00
							102.00
001-145.000-737.200	Building Mair						
	MALOUF JR AND ASSOCIATE	IN-34153	TOILET PAPER	0	11/22/2019	12/09/2019	57.50
							57.50
Total Dept. Recreation programming:							3,006.87
Dept: 150.000 Library							
001-150.000-720.300	Professional						
	UNIQUE MANAGEMENT SVC	560890	COLLECTION SERVICES	0	11/01/2019	12/09/2019	223.75
							223.75
001-150.000-720.310	Library Softw						
	US BANK CORPORATE PAYM	PROMEVO	GOOGLE CHROME LICENSE	0	11/18/2019	12/09/2019	30.00
	US BANK CORPORATE PAYM	CRICUT	LIBRARY SOFTWARE	0	11/14/2019	12/09/2019	101.58
							131.58
001-150.000-727.200	R & M Buildir						
	BIG G COMMERCIAL ACCOU	638940/1	MISC FASTENERS/CLAMP HO	0	11/09/2019	12/09/2019	7.39
	SPRING FRESH CLEANING S	3438	JANITOR SERV 11/16-30	0	11/21/2019	12/09/2019	100.00
	SPRING FRESH CLEANING S	3438	JANITOR SERV 11/16-30	0	11/21/2019	12/09/2019	360.00
	SPRING FRESH CLEANING S	3438	JANITOR SERV 11/16-30	0	11/21/2019	12/09/2019	577.26
	SPRING FRESH CLEANING S	3438	JANITOR SERV 11/16-30	0	11/21/2019	12/09/2019	745.56
	SPRING FRESH CLEANING S	3438	JANITOR SERV 11/16-30	0	11/21/2019	12/09/2019	1,575.00
							3,365.21
001-150.000-729.149	Processing F						
	BAKER & TAYLOR, INC.	2034835205	BOOKS / PROCESSING	0	10/29/2019	12/09/2019	210.00
	BAKER & TAYLOR, INC.	2034891908	BOOKS / PROCESSING	0	10/31/2019	12/09/2019	156.30
	BAKER & TAYLOR, INC.	2034894395	BOOKS / PROCESSING	0	11/06/2019	12/09/2019	152.60
	BAKER & TAYLOR, INC.	0003189874	CREDIT - BOOK/PROCESSING	0	11/11/2019	12/09/2019	-4.15
	BAKER & TAYLOR, INC.	2034903305	BOOKS / PROCESSING	0	11/11/2019	12/09/2019	519.65
	MIDWEST TAPE	98199083	DVD'S / PROCESSING	0	11/12/2019	12/09/2019	40.50
	MIDWEST TAPE	98199084	AUDIOBOOKS/PROCESSING	0	11/12/2019	12/09/2019	6.75
	MIDWEST TAPE	98231210	DVD'S / PROCESSING	0	11/19/2019	12/09/2019	36.00
	MIDWEST TAPE	98231208	AUDIOBOOKS/PROCESSING	0	11/19/2019	12/09/2019	5.75
							1,123.40
001-150.000-730.050	Office Suppli						
	BUSINESS WORLD PRODUC	021835	NOTE PADS	0	11/11/2019	12/09/2019	30.28
	BUSINESS WORLD PRODUC	021835-01	NOTE PADS	0	11/12/2019	12/09/2019	30.28
	BUSINESS WORLD PRODUC	648186	COPY PAPER	0	11/19/2019	12/09/2019	183.80
	EAKES OFFICE SOLUTIONS	INV167923	COPIER CONTRACT BILLING-L	0	11/08/2019	12/09/2019	2,000.84
	WAL-MART COMMUNITY	06597	MAKER SPACE & OFFICE SUP	0	11/18/2019	12/09/2019	20.91
							2,266.11
001-150.000-730.056	Library Make						
	NE LIBRARY COMMISSION	MAKER SPACE	CONSUMABLES PROVIDED BY	0	11/22/2019	12/09/2019	1,591.34

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	US BANK CORPORATE PAYM	AMAZON	MAKER SPACE SUPPLIES-FIL	0	11/16/2019	12/09/2019	24.99
	US BANK CORPORATE PAYM	AMAZON	MAKER SPACE SUPPLIES	0	11/15/2019	12/09/2019	50.98
	WAL-MART COMMUNITY	06597	MAKER SPACE & OFFICE SUP	0	11/18/2019	12/09/2019	16.17
							1,683.48
001-150.000-730.110	Electronic Da						
	LINKEDIN	10110772003	LYNDA LIBRARY 7/14/19 - 1/1/2	0	07/14/2019	12/09/2019	7,000.00
	LINKEDIN	10510023785	CREDIT FOR UNUSED SERVIC	0	11/12/2019	12/09/2019	-3,772.22
							3,227.78
001-150.000-730.115	Library Collec						
	BAKER & TAYLOR, INC.	2034835205	BOOKS / PROCESSING	0	10/29/2019	12/09/2019	562.12
	BAKER & TAYLOR, INC.	2034891908	BOOKS / PROCESSING	0	10/31/2019	12/09/2019	452.82
	BAKER & TAYLOR, INC.	501582971	BOOKS	0	11/06/2019	12/09/2019	46.40
	BAKER & TAYLOR, INC.	2034894395	BOOKS / PROCESSING	0	11/06/2019	12/09/2019	448.82
	BAKER & TAYLOR, INC.	0003189874	CREDIT - BOOK/PROCESSING	0	11/11/2019	12/09/2019	-16.81
	BAKER & TAYLOR, INC.	2034903305	BOOKS / PROCESSING	0	11/11/2019	12/09/2019	1,296.19
	GALE-CENGAGE LEARNING	68844826	BOOKS	0	11/04/2019	12/09/2019	38.92
	GALE-CENGAGE LEARNING	68862979	BOOKS	0	11/07/2019	12/09/2019	97.46
	GALE-CENGAGE LEARNING	68861789	BOOKS	0	11/07/2019	12/09/2019	143.20
	GALE-CENGAGE LEARNING	68863467	BOOKS	0	11/07/2019	12/09/2019	47.23
	GALE-CENGAGE LEARNING	68862808	BOOKS	0	11/07/2019	12/09/2019	18.74
	INFOGROUP	83525979	CITY DIRECTORY PUBLICATIO	0	11/13/2019	12/09/2019	475.00
	MIDWEST TAPE	98199083	DVD'S / PROCESSING	0	11/12/2019	12/09/2019	349.07
	MIDWEST TAPE	98199084	AUDIOBOOKS/PROCESSING	0	11/12/2019	12/09/2019	124.97
	MIDWEST TAPE	98231210	DVD'S / PROCESSING	0	11/19/2019	12/09/2019	259.09
	MIDWEST TAPE	98231208	AUDIOBOOKS/PROCESSING	0	11/19/2019	12/09/2019	69.98
	OVERDRIVE INC	MA19185940	EBOOKS	0	09/30/2019	12/09/2019	60.00
	OVERDRIVE INC	SA19209733	EBOOKS	0	10/31/2019	12/09/2019	45.00
	OVERDRIVE INC	MA19210454	EBOOKS	0	10/31/2019	12/09/2019	130.00
	OVERDRIVE INC	SA19221741	EBOOKS	0	11/15/2019	12/09/2019	66.99
	RECORDED BOOKS, LLC	76566478	AUDIOBOOK	0	11/07/2019	12/09/2019	53.63
	US BANK CORPORATE PAYM	AMAZON	MONTHLY RECURRING CHRG.	0	11/11/2019	12/09/2019	13.90
	US BANK CORPORATE PAYM	AMCOLN JOURNAL STAR	1 YR RENEWAL - NEWSPAPER	0	11/12/2019	12/09/2019	559.91
	US BANK CORPORATE PAYM	FOLKMANIS	STORY TIME PUPPET	0	11/08/2019	12/09/2019	43.27
	US BANK CORPORATE PAYM	FOLKMANIS	CREDIT - SALES TAX BILLED	0	11/10/2019	12/09/2019	-2.83
							5,383.07
001-150.000-731.250	Fuel & Oil						
	NUTRIEN AG SOLUTIONS IN	40834759	BOOKMOBILE PROPANE	0	11/14/2019	12/09/2019	3.51
							3.51
001-150.000-737.200	Building Maint						
	SPRING FRESH CLEANING S	3438	JANITOR SERV 11/16-30	0	11/21/2019	12/09/2019	91.19
							91.19
						Total Dept. Library:	17,499.08
Dept: 220.000 911 center							
001-220.000-726.200	Telephone						
	STATE OF NE - DAS STATE	1194216	STATE TELECOM - NOVEMBER	0	11/21/2019	12/09/2019	704.00
							704.00
001-220.000-730.050	Office Suppli						
	WAL-MART COMMUNITY	04229	BATTERIES	0	11/19/2019	12/09/2019	16.24
							16.24
						Total Dept. 911 center:	720.24
Dept: 230.000 Hastings Fire & Re							
001-230.000-720.300	Professional						
	MARY LANNING HEALTHCAF	SMITH	DRUG SCREEN - T. SMITH FIR	0	10/24/2019	12/09/2019	45.00
							45.00

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001-230.000-720.350	Training & Co						
	TEAM DYNAMICS INC	13V57	WIESLER PRESENTATION-BAL	0	11/01/2019	12/09/2019	357.36
							357.36
001-230.000-726.220	Pest Control						
	PRESTO-X	4751259	HPS PEST CONTROL	0	11/04/2019	12/09/2019	48.00
	PRESTO-X	4778217	LPS PEST CONTROL	0	11/08/2019	12/09/2019	49.00
							97.00
001-230.000-727.700	R & M Tools						
	FYR-TEK	S14409-9	ANNUAL BAUER SERVICE	0	11/12/2019	12/09/2019	615.77
	MUNICIPAL EMERGENCY SE	IN1395806	CMC LADDERLINE 3/8 ROPE	0	11/08/2019	12/09/2019	79.70
	US BANK CORPORATE PAYM	TRACTOR SUPPLY	5X8 TRAILER - PREVENTION P	0	11/19/2019	12/09/2019	749.99
							1,445.46
001-230.000-727.800	R & M Vehicl						
	911 CUSTOM	38714	R-1 EMERGENCY LIGHT	0	11/14/2019	12/09/2019	221.50
							221.50
001-230.000-731.150	Chemicals						
	WISE SAFETY & ENVIRONMI	1456747	CALIBRATION GAS	0	11/08/2019	12/09/2019	237.03
							237.03
001-230.000-731.650	Uniform Allov						
	GALL'S, LLC	014238541	200 PATCHS	0	11/12/2019	12/09/2019	518.00
							518.00
001-230.000-737.200	Building Mair						
	MALOUF JR AND ASSOCIATE	IN-34144	TOWELS/LINERS/ICE REMOVE	0	11/14/2019	12/09/2019	153.40
	US BANK CORPORATE PAYM	CARROT TOP	STATION FLAGS	0	11/12/2019	12/09/2019	367.20
							520.60
001-230.000-737.705	Shop Supplie						
	BIG G COMMERCIAL ACCOU	639196/1	ANCHORS / VELCRO	0	11/13/2019	12/09/2019	29.21
	BIG G COMMERCIAL ACCOU	639746/1	CREDIT - RETURN VELCRO	0	11/22/2019	12/09/2019	-11.85
	MENARDS - HASTINGS	88579	6 TRASH CANS W/LIDS FOR DI	0	11/03/2019	12/09/2019	53.82
	MENARDS - HASTINGS	89237	RETURN - 5 TRASH CANS	0	11/13/2019	12/09/2019	-44.85
							26.33
Total Dept. Hastings Fire & Rescue:							3,468.28
Dept: 230.300 Ambulance Service							
001-230.300-731.250	Fuel & Oil						
	COOPERATIVE PRODUCERS	1027432	R-6 DEF FLUID	0	11/13/2019	12/09/2019	19.33
							19.33
001-230.300-731.350	Medical Supp						
	BOUND TREE MEDICAL LLC	83418579	MEDICAL SUPPLIES	0	11/18/2019	12/09/2019	98.36
	BOUND TREE MEDICAL LLC	83420258	MEDICAL SUPPLIES	0	11/19/2019	12/09/2019	1,231.60
	BOUND TREE MEDICAL LLC	83423166	MEDICAL SUPPLIES	0	11/21/2019	12/09/2019	79.80
							1,409.76
Total Dept. Ambulance Service:							1,429.09
Dept: 240.000 Police							
001-240.000-720.300	Professional						
	CBS - REPORTING SERVICE	393900	2 MONTHLY MEMBERSHIPS	0	10/31/2019	12/09/2019	8.70
	CBS - REPORTING SERVICE	393900	2 MONTHLY MEMBERSHIPS	0	10/31/2019	12/09/2019	10.00
	MARY LANNING HEALTHCAF	GLANTZ	DRUG SCREEN - J. GLANTZ C	0	10/16/2019	12/09/2019	45.00
	NE PUBLIC HEALTH ENVIRO	519624	10 BAC TESTS	0	11/19/2019	12/09/2019	1,050.00
	PSYCHOLOGICAL RESOURC	1910035	PSYCHOLOGICAL EVAL - WHE	0	11/09/2019	12/09/2019	135.00
							1,248.70
001-240.000-720.350	Training & Co						

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	CONSOLIDATED MANAGEM	217482	29 MEALS 11.7 - 11.13 -- HPD	0	11/13/2019	12/09/2019	193.86
	CONSOLIDATED MANAGEM	217538	34 MEALS 11.14 - 11.20 -- HPD	0	11/20/2019	12/09/2019	227.96
	US BANK CORPORATE PAYM	HUHOT GRILL	4 MEALS - OMAHA SEC WARR	0	11/05/2019	12/09/2019	55.85
	US BANK CORPORATE PAYM	LONGHORN	4 MEALS - OMAHA SEC WARR	0	11/04/2019	12/09/2019	160.92
	US BANK CORPORATE PAYM	WALMART	SANDISK FOR CLASS	0	11/05/2019	12/09/2019	5.32
	US BANK CORPORATE PAYM	HOLIDAY INN	LODGING FOR 2 - OMAHA	0	11/05/2019	12/09/2019	109.40
	US BANK CORPORATE PAYM	HOLIDAY INN	LODGING FOR 2 - OMAHA	0	11/05/2019	12/09/2019	109.40
	US BANK CORPORATE PAYM	INTOXIMETERS	2 TRAINING MAINTENANCE	0	08/28/2019	12/09/2019	750.00
	US BANK CORPORATE PAYM	CASEYS GENERAL	MEAL - STREET CRIMES TRAI	0	11/12/2019	12/09/2019	1.99
	US BANK CORPORATE PAYM	PANDA EXPRESS	MEAL - STREET CRIMES TRAI	0	11/13/2019	12/09/2019	15.10
	US BANK CORPORATE PAYM	JIMMY JOHNS	MEAL - STREET CRIMES TRAI	0	11/13/2019	12/09/2019	5.47
	US BANK CORPORATE PAYM	DAIRY QUEEN	MEAL - STREET CRIMES TRAI	0	11/12/2019	12/09/2019	5.68
	US BANK CORPORATE PAYM	CHIPOLTE GRILL	MEAL - STREET CRIME TRAINI	0	11/12/2019	12/09/2019	5.51
	US BANK CORPORATE PAYM	JIMMY JOHNS	MEAL - STREET CRIMES TRAI	0	11/14/2019	12/09/2019	9.29
	US BANK CORPORATE PAYM	RAISING CANES	MEAL - STREET CRIMES TRAI	0	11/12/2019	12/09/2019	10.06
	US BANK CORPORATE PAYM	MURPHY EXPRESS	FUEL - OMAHA, NE	0	11/14/2019	12/09/2019	20.00
	US BANK CORPORATE PAYM	HOLIDAY INN	LODING - OMAHA, NE	0	11/14/2019	12/09/2019	229.84
	US BANK CORPORATE PAYM	CASEYS	PROPANE TANK	0	10/30/2019	12/09/2019	23.53
	US BANK CORPORATE PAYM	OAK GROVE 70 PETRO	FUEL - OAK GROVE, MO	0	11/04/2019	12/09/2019	20.01
	US BANK CORPORATE PAYM	CIRCLE K	FUEL - ST LOUIS, MO	0	11/07/2019	12/09/2019	21.20
	US BANK CORPORATE PAYM	SAPP BROTHERS	FUEL - PERCIVAL, IA	0	11/07/2019	12/09/2019	36.75
	US BANK CORPORATE PAYM	EMBASSY SUITES	LODGING - ST CHARLES, MO	0	11/07/2019	12/09/2019	436.29
	US BANK CORPORATE PAYM	TEXAS ROADHOUSE	2 MEALS - ST CHARLES, MO	0	11/04/2019	12/09/2019	50.62
	US BANK CORPORATE PAYM	FIVE GUYS	2 MEALS - ST CHARLES, MO	0	11/05/2019	12/09/2019	34.03
	US BANK CORPORATE PAYM	BUF WILD WINGS	2 MEALS - ST CHARLES, MO	0	11/06/2019	12/09/2019	58.00
	US BANK CORPORATE PAYM	EMBASSY SUITES	LODGING - ST CHARLES, MO	0	11/07/2019	12/09/2019	468.48
	US BANK CORPORATE PAYM	FIVE GUYS	CREDIT - DBL PAID MEALS	0	10/01/2019	12/09/2019	-35.30
	US BANK CORPORATE PAYM	TST SLAPS BBQ	CREDIT - DBL PAID MEALS	0	10/02/2019	12/09/2019	-40.79
	US BANK CORPORATE PAYM	PUBLIC AGENCY TRAINING	5 OFFICERS - INTERVIEW & IN	0	11/14/2019	12/09/2019	1,750.00
	US BANK CORPORATE PAYM	PUBLIC AGENCY TRAINING	INTERVIEW & INTEROGATION-	0	11/19/2019	12/09/2019	350.00
							5,088.47
001-240.000-721.050	Postage						
	US BANK CORPORATE PAYM	USPS	POSTAGE	0	11/07/2019	12/09/2019	21.38
	US BANK CORPORATE PAYM	USPS	POSTAGE	0	11/13/2019	12/09/2019	39.89
	US BANK CORPORATE PAYM	USPS	POSTAGE	0	11/19/2006	12/09/2019	39.78
							101.05
001-240.000-724.050	Printing						
	CORNHUSKER PRESS	P190214	BUSINESS CARDS	0	11/13/2019	12/09/2019	198.81
	QUILL CORPORATION	2460972	HILITE / LEGAL PADS/ PRINT IN	0	11/06/2019	12/09/2019	231.96
	QUILL CORPORATION	2629057	COPY PAPER/MISC OFFICE SL	0	11/13/2019	12/09/2019	57.98
							488.75
001-240.000-726.200	Telephone						
	WINDSTREAM COMMUNICA	ACT: 090212727	PHONE & LONG DISTANCE SE	0	11/06/2019	12/09/2019	138.97
							138.97
001-240.000-727.200	R & M Buildir						
	MENARDS - HASTINGS	89709	NUTS / BOLTS	0	11/21/2019	12/09/2019	9.52
	US BANK CORPORATE PAYM	AMAZON	JOBSITE BOOT SCRUBBER	0	11/19/2019	12/09/2019	25.98
							35.50
001-240.000-727.600	R & M Office						
	US BANK CORPORATE PAYM	ULINE	CHAIR MATS	0	11/13/2019	12/09/2019	618.50
	US BANK CORPORATE PAYM	AMAZON	FILE CABINET	0	11/13/2019	12/09/2019	132.41
							750.91
001-240.000-727.700	R & M Tools						
	DIGITAL ALLY INC	1110071	FVHD FS CHEST CAMERA KIT	0	11/05/2019	12/09/2019	215.00
	MALOUF JR AND ASSOCIATE	34139	PAPER PRODUCTS /CLEAN SL	0	11/13/2019	12/09/2019	405.72
							620.72
001-240.000-727.800	R & M Vehicl						

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	ACE AUTOMOTIVE, INC.	42781	OIL CHNG/ R&R SPARK PLUGS	0	11/04/2019	12/09/2019	676.22
	ACE AUTOMOTIVE, INC.	42812	R&R HEADLIGHT/CHECK ENG	0	11/08/2019	12/09/2019	291.41
	ACE AUTOMOTIVE, INC.	42859	R&R UPSTREAM 02 SENSOR	0	11/18/2019	12/09/2019	117.17
	ACE AUTOMOTIVE, INC.	42876	OIL CHANGE	0	11/20/2019	12/09/2019	39.98
	BEYKE SIGNS, INC.	25553	REMOVE LETTERING/STRIPE	0	11/12/2019	12/09/2019	275.00
	CORNHUSKER HONDA	124445	R&R TAILGATE LATCH ASSEMB	0	10/31/2019	12/09/2019	244.88
	FILL-N-CHILL	15880	OCTOBER CARWASHES STOR	0	10/31/2019	12/09/2019	54.00
	FILL-N-CHILL	15881	OCTOBER CARWASHES STOR	0	10/31/2019	12/09/2019	138.00
	FILL-N-CHILL	15882	OCTOBER CARWASHES STOR	0	10/31/2019	12/09/2019	90.00
	HASTINGS FORD LINCOLN	87758	R&R SPOTLIGHT #89	0	11/15/2019	12/09/2019	33.00
	HASTINGS FORD LINCOLN	87772	R&R SPARK PLUGS&BOOTS	0	11/15/2019	12/09/2019	486.29
	LAKE SIDE AUTO BODY	11712	HAIL DAMAGE REPAIR - NISSA	0	11/15/2019	12/09/2019	9,103.47
	MILLER USED TIRE WAREHO	54652	VIPER 1-WAY REMOTE START	0	11/21/2019	12/09/2019	324.98
	O'REILLY AUTO PARTS	0764-293797	FUEL TREATMENT	0	11/12/2019	12/09/2019	24.98
	PLATTE VALLEY COMMUNIC	33107	R&R RADAR CONNECTOR #87	0	11/07/2019	12/09/2019	189.50
	WAL-MART COMMUNITY	06485	CAR CLEANING SUPPLIES	0	11/16/2019	12/09/2019	83.94
	WAL-MART COMMUNITY	04230	CDS/SLEEVES/DVD RS/SPRAY	0	11/19/2019	12/09/2019	20.92
							12,193.74
001-240.000-729.204	Heartland Pe						
	HEARTLAND PET CONNECT	DECEMBER 2019	DECEMBER PET CARE	0	12/01/2019	12/09/2019	4,333.33
							4,333.33
001-240.000-730.050	Office Suppli						
	EAKES OFFICE SOLUTIONS	7905698-0	CALENDARS	0	11/13/2019	12/09/2019	41.30
	NAT'L BAND AND TAG COMP	343873	2023 DOG/CAT TAGS	0	11/21/2019	12/09/2019	324.54
	QUILL CORPORATION	2460972	HILITE / LEGAL PADS/ PRINT I	0	11/06/2019	12/09/2019	44.56
	QUILL CORPORATION	2629057	COPY PAPER/MISC OFFICE SL	0	11/13/2019	12/09/2019	21.72
	QUILL CORPORATION	2656039	MANILLA ENVELOPES	0	11/13/2019	12/09/2019	208.89
	WAL-MART COMMUNITY	04230	CDS/SLEEVES/DVD RS/SPRAY	0	11/19/2019	12/09/2019	6.88
							647.89
001-240.000-731.650	Uniform Allov						
	POLICE DEPT. - PETTY CAS	VICKI BARTELS	AMAZON - HOOK & LOOP FAS	0	11/21/2019	12/09/2019	20.00
							20.00
001-240.000-737.200	Building Mair						
	ARAMARK UNIFORM SERVIC	1901654106	TOWELS/MATS/DUST MOPS - I	0	11/13/2019	12/09/2019	151.81
	WAL-MART COMMUNITY	03251	CAT BOWLS/TRASH BAGS/CAT	0	11/12/2019	12/09/2019	9.98
	WAL-MART COMMUNITY	04230	CDS/SLEEVES/DVD RS/SPRAY	0	11/19/2019	12/09/2019	3.00
							164.79
001-240.000-737.230	IT Software/E						
	EAKES OFFICE SOLUTIONS	INV168464	PRINTER DIAGNOSTIC	0	11/12/2019	12/09/2019	57.00
							57.00
001-240.000-738.055	Field Equipm						
	JACK'S UNIFORMS & EQUIPI	83809A	SHIPPING/HAND PRO-TECH EI	0	11/05/2019	12/09/2019	53.59
	QUILL CORPORATION	2629057	COPY PAPER/MISC OFFICE SL	0	11/13/2019	12/09/2019	87.92
	S.O.S. PORTABLE TOILET IN	42271	PORTABLE TOILET RENTAL - F	0	11/10/2019	12/09/2019	50.00
	US BANK CORPORATE PAYM	PAYPAL - MEDTECH	RTX DEVELOPER	0	11/19/2019	12/09/2019	75.00
	WAL-MART COMMUNITY	03251	CAT BOWLS/TRASH BAGS/CAT	0	11/12/2019	12/09/2019	25.16
	WAL-MART COMMUNITY	04230	CDS/SLEEVES/DVD RS/SPRAY	0	11/19/2019	12/09/2019	83.42
							375.09
Total Dept. Police:							26,264.91
Dept: 330.000 EPA mandates							
001-330.000-729.150	Other Operat						
	MARY LANNING HEALTHCAF	BERGMANN	DRUG SCREEN - D, BERGMAN	0	10/17/2019	12/09/2019	45.00
							45.00
001-330.000-729.410	EPA Consult:						
	ARCADIS US, INC.	34130739	S. LANDFILL PROF SERV THRI	0	11/13/2019	12/09/2019	4,481.01

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							4,481.01
Total Dept. EPA mandates:							4,526.01
Dept: 330.200 Storm Water Management							
001-330.200-730.050	Office Supplies EAKES OFFICE SOLUTIONS	7910790-0	SUPPLIES	0	11/21/2019	12/09/2019	135.36
							135.36
Total Dept. Storm Water Management:							135.36
Dept: 620.000 Airport							
001-620.000-727.200	R & M Building K&G PLUMBING AND HEATING	19-8428	BLDG #11 - INSTALL NEW 1" C	0	11/08/2019	12/09/2019	2,753.70
							2,753.70
001-620.000-729.150	Other Operating GENESIS LAMP CORPORATION	70813	BULBS / CORD / S&H	0	11/13/2019	12/09/2019	345.95
							345.95
001-620.000-737.705	Shop Supplies ARAMARK UNIFORM SERVICES	1901650807	4X6 MATS/COVERALLS - TERM	0	11/11/2019	12/09/2019	28.39
							28.39
Total Dept. Airport:							3,128.04
Total Fund GENERAL FUND:							99,859.89
Fund: 090 I.T. FUND							
Dept: 000.000							
090-000.000-720.300	Professional KIDWELL, INC	143578	PROF SERVICES - PHONE SYS	0	11/06/2019	12/09/2019	1,232.50
							1,232.50
090-000.000-730.050	Office Supplies US BANK CORPORATE PAYM	AMAZON	KEY SECURITY BOX	0	10/10/2019	12/09/2019	19.97
							19.97
090-000.000-737.215	Computer Science AP TECHNOLOGY LLC	IN023817	EZSINGER MAINTENANCE	0	11/08/2019	12/09/2019	85.50
	SITEIMPROVE INC	64767	WEBSITE ADA COMPLIANCE T	0	11/14/2019	12/09/2019	2,013.70
	US BANK CORPORATE PAYM	GOOGLE	GOOGLE SUITE - MAY (SEPT)	0	09/30/2019	12/09/2019	24.00
	US BANK CORPORATE PAYM	AWS	CLOUD HOSTING FOR RMM-S	0	10/03/2019	12/09/2019	31.36
	US BANK CORPORATE PAYM	ESET	ANTI-VIRUS (1 SEAT)	0	10/05/2019	12/09/2019	39.99
	US BANK CORPORATE PAYM	MICROSOFT	MICROSOFT EXCHANGE 9.6-1	0	10/06/2019	12/09/2019	302.64
							2,497.19
090-000.000-737.216	Computer Science AP TECHNOLOGY LLC	IN023817	EZSINGER MAINTENANCE	0	11/08/2019	12/09/2019	104.50
	SITEIMPROVE INC	64767	WEBSITE ADA COMPLIANCE T	0	11/14/2019	12/09/2019	2,461.18
	US BANK CORPORATE PAYM	AWS	CLOUD HOSTING FOR RMM-S	0	10/03/2019	12/09/2019	38.32
	US BANK CORPORATE PAYM	MICROSOFT	MICROSOFT EXCHANGE 9.6-1	0	10/06/2019	12/09/2019	985.52
							3,589.52
090-000.000-743.550	Computer Equipment DELL MARKETING L.P.	10351116590	JULIE HALLET PD LAPTOP	0	11/07/2019	12/09/2019	864.86
	DELL MARKETING L.P.	10349187386	COMPUTER MONITORS FOR S	0	10/29/2019	12/09/2019	1,574.91
							2,439.77
090-000.000-743.551	Computer Equipment DELL MARKETING L.P.	10349187386	COMPUTER MONITORS FOR S	0	10/29/2019	12/09/2019	1,924.89
	US BANK CORPORATE PAYM	AMAZON	DELL POWER SUPPLY	0	10/10/2019	12/09/2019	76.18
							2,001.07

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Total Dept. 000000:							11,780.02
Total Fund I.T. FUND:							11,780.02
Fund: 111 1999 BUSINESS IMPRC							
Dept: 000.000							
111-000.000-720.025	Administrative IDEA BANK MARKETING	INV-9438	SERVICE AGREEMENT - BID	0	10/31/2019	12/09/2019	73.00
							73.00
111-000.000-720.300	Professional : R A C INVESTMENTS	DEC 2019	DECEMBER DIRECTOR SALAF	0	12/01/2019	12/09/2019	1,808.33
							1,808.33
111-000.000-721.050	Postage HASTINGS AREA CHAMBER	2313	OCTOBER COPIES/POSTAGE/I	0	11/15/2019	12/09/2019	2.23
							2.23
111-000.000-723.110	Public Improv BIG G COMMERCIAL ACCOU	638879/1	CABLE TIES / CORDS / ADAPTI	0	11/08/2019	12/09/2019	195.51
	BROCK/VALERIE//	6	WINDOW PAINTING / FALL 201	0	11/12/2019	12/09/2019	400.00
	LAMAR COMPANIES/THE//	110832935	DIGITAL POSTERS - FALL 2019	0	11/04/2019	12/09/2019	-350.00
	LAMAR COMPANIES/THE//	110832935	DIGITAL POSTERS - FALL 2019	0	11/04/2019	12/09/2019	1,400.00
							1,645.51
111-000.000-724.050	Printing HASTINGS AREA CHAMBER	2313	OCTOBER COPIES/POSTAGE/I	0	11/15/2019	12/09/2019	50.66
							50.66
111-000.000-726.200	Telephone HASTINGS AREA CHAMBER	2313	OCTOBER COPIES/POSTAGE/I	0	11/15/2019	12/09/2019	67.00
							67.00
111-000.000-728.100	Rent COMMUNITY REDEVELOPMI	DEC 2019	DECEMBER RENT	0	12/01/2019	12/09/2019	225.00
							225.00
Total Dept. 000000:							3,871.73
ESS IMPROVEMENT DIST:							3,871.73
Fund: 130 LIBRARY GRANT FUNI							
Dept: 000.000							
130-000.000-720.357	Library Progr UDEN/SARAH//	REIMBURSEMENTS	MAKER SPACE SUPPLIES	0	11/02/2019	12/09/2019	17.15
	US BANK CORPORATE PAYM	AMAZON	PROGRAM SUPPLIES	0	11/19/2019	12/09/2019	10.99
	US BANK CORPORATE PAYM	RYAN BUTTON MACHINES	PROGRAM BUTTON SETS	0	11/07/2019	12/09/2019	44.48
	WAL-MART COMMUNITY	07073	PROGRAM SUPPLIES	0	11/12/2019	12/09/2019	114.22
							186.84
130-000.000-727.225	Grant Expen: PRISM SALES	4958	EPILOG ZING24 LASER-MAKEI	0	11/12/2019	12/09/2019	16,485.00
							16,485.00
130-000.000-743.550	Computer Eq US BANK CORPORATE PAYM	AMAZON	CREDIT - CHROMEBASE - LIBF	0	10/04/2019	12/09/2019	-347.76
							-347.76
Total Dept. 000000:							16,324.08
d LIBRARY GRANT FUND:							16,324.08

Fund: 133 PARKS GRANT FUND

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Dept: 130.000 Parks							
133-130.000-741.209	Infrastructure						
	AMERICAN FENCE COMPAN	15328	FENCE	0	11/15/2019	12/09/2019	1,728.29
	K&G PLUMBING AND HEATIN	19-8382	EQUIPMENT/MATERIALS & LA	0	11/22/2019	12/09/2019	6,000.00
	SPRING RANCH TREE FARM	328817	3 HOOPSII SPRUCES/HIGHLAN	0	11/11/2019	12/09/2019	390.00
							8,118.29
Total Dept. Parks:							8,118.29
and PARKS GRANT FUND:							8,118.29
Fund: 140 AQUATICS CENTER FL							
Dept: 000.000							
140-000.000-743.700	Tools & Misc						
	DALDORADO	10623	DRAIN GATES	0	10/29/2019	12/09/2019	8,623.14
							8,623.14
Total Dept. 000000:							8,623.14
AQUATICS CENTER FUND:							8,623.14
Fund: 147 CANDO FUND							
Dept: 000.000							
147-000.000-729.600	CANDO Proj						
	CANDO BUY MONEY ACCT	CANDO	CONFIDENTIAL FUNDS (BUY M	0	11/21/2019	12/09/2019	4,000.00
	WINDSTREAM COMMUNICA	ACT: 090212738	PHONE SERVICE - CANDO OF	0	11/07/2019	12/09/2019	71.63
							4,071.63
Total Dept. 000000:							4,071.63
Total Fund CANDO FUND:							4,071.63
Fund: 148 SCALES FUND							
Dept: 000.000							
148-000.000-720.350	Training & Co						
	TOMMY GUNZ BISTRO	SCALES	25 CATERED MEALS - SCALES	0	11/15/2019	12/09/2019	478.00
							478.00
Total Dept. 000000:							478.00
Total Fund SCALES FUND:							478.00
Fund: 158 WIRELESS E911 FUND							
Dept: 220.000 911 center							
158-220.000-743.400	Communicati						
	SLEUTH SYSTEMS	MN1901058	ANNUAL SLEUTH CAD MAINT F	0	11/25/2019	12/09/2019	10,319.25
							10,319.25
Total Dept. 911 center:							10,319.25
158 WIRELESS E911 FUND:							10,319.25
Fund: 159 LANDLINE E911 FUND							
Dept: 220.000 911 center							
159-220.000-743.400	Communicati						
	SLEUTH SYSTEMS	MN1901058	ANNUAL SLEUTH CAD MAINT F	0	11/25/2019	12/09/2019	3,439.75
							3,439.75
Total Dept. 911 center:							3,439.75

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nd LANDLINE E911 FUND:							3,439.75
Fund: 170 MUSEUM FUND							
Dept: 170.100 Museum administr							
170-170.100-721.050	Postage						
	MUSEUM - PETTY CASH		USPS POSTAGE DUE	0	11/07/2019	12/09/2019	3.05
	MUSEUM - PETTY CASH		USPS POSTAGE - RETURN ITEM	0	11/13/2019	12/09/2019	26.15
	MUSEUM - PETTY CASH		USPS POSTAGE DUE - BROOKING LI	0	11/18/2019	12/09/2019	5.44
							34.64
170-170.100-721.100	Shipping						
	AMERICAN MILLS	23433	SHIPPING - KOOLAID LOUNGE	0	08/31/2019	12/09/2019	24.03
	IDEAMAN, INC	166462	KOOL-AID MAN MAGNETS / FR	0	11/22/2019	12/09/2019	33.28
							57.31
170-170.100-723.050	Advertising						
	COSMIC PICTURE DISTRIB L	19-1183	SHIPPING - BACK FROM THE E	0	11/13/2019	12/09/2019	81.61
	LAMAR COMPANIES/THE//	110790716	2 - OUTDOOR BANNERS	0	10/21/2019	12/09/2019	2,200.00
	LAMAR COMPANIES/THE//	110821001	CAMPAING: RENEWAL PANEL	0	11/01/2019	12/09/2019	275.00
							2,556.61
170-170.100-724.100	Film Print Co						
	MUSEUM - PETTY CASH		USPS FILM BOOKING: JUDY, LINDA F	0	11/07/2019	12/09/2019	2.50
							2.50
170-170.100-727.200	R & M Buildir						
	KRIEGER ELECTRIC CO.	46352	REPLACE CONTACTOR-2ND F	0	11/15/2019	12/09/2019	135.23
	PROTEX CENTRAL, INC.	110304	LABOR - WIRE FOR DOOR COI	0	11/19/2019	12/09/2019	980.00
							1,115.23
170-170.100-728.150	Film Royalty						
	AMAZON CAPITAL SERVICE	1QW3-TC6H-NTF7	CHRISTMAS BLU-RAYS	0	11/16/2019	12/09/2019	66.73
	MUSEUM - PETTY CASH		USPS FILM BOOKING: JUDY, LINDA F	0	11/07/2019	12/09/2019	600.00
	SWANK MOTION PICTURES,	BO1668233	4 - CHRISTMAS MOVES	0	11/14/2019	12/09/2019	1,510.00
	UNIVERSAL PICTURES DIST	ADOMINABLE	FILM: ADOMINABLE	0	11/12/2019	12/09/2019	-106.59
	UNIVERSAL PICTURES DIST	ADOMINABLE	FILM: ADOMINABLE	0	11/12/2019	12/09/2019	-300.00
	UNIVERSAL PICTURES DIST	ADOMINABLE	FILM: ADOMINABLE	0	11/12/2019	12/09/2019	481.60
							2,251.74
170-170.100-729.150	Other Operat						
	WOODWARD'S DISPOSAL S	8896-1844	NOV DOCUMENT DESTRUCTI	0	11/25/2019	12/09/2019	5.00
							5.00
170-170.100-730.050	Office Suppli						
	AMAZON CAPITAL SERVICE	1CVD-RC1T-TT3P	WIRELESS MOUSE	0	11/10/2019	12/09/2019	15.98
							15.98
170-170.100-730.100	Books & Map						
	AMAZON CAPITAL SERVICE	1L11-KN4C-NFG1	BOOKS	0	11/19/2019	12/09/2019	127.24
							127.24
170-170.100-731.205	Concessions						
	PEPSI-COLA BOTTLING CO.	6100022953	CONCESSIONS	0	11/20/2019	12/09/2019	202.75
							202.75
170-170.100-731.210	Store Merch						
	IDEAMAN, INC	166462	KOOL-AID MAN MAGNETS / FR	0	11/22/2019	12/09/2019	57.11
							57.11
170-170.100-731.215	Penny Press						
	CTM GROUP INC	OCT19PENJE3-4070	OCTOBER PENNY READING	0	10/31/2019	12/09/2019	22.43
							22.43
170-170.100-731.408	Educational						

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	AMAZON CAPITAL SERVICE	11CR-FKQX-63FC	PONY BEADS	0	11/18/2019	12/09/2019	12.58
	EAKES OFFICE SOLUTIONS	7902346-1	BOOK RINGS - 100	0	11/08/2019	12/09/2019	21.49
	MUSEUM - PETTY CASH	RUSANNE	NAF PRESENTATION-KEVIN C	0	11/19/2019	12/09/2019	700.00
	ROWMAN & LITTLEFIELD/TH	11290841	MUSUEM GALLERY ACTIVITIE	0	11/12/2019	12/09/2019	67.61
	WAL-MART COMMUNITY	01932	MISC SUPPLIES	0	11/15/2019	12/09/2019	94.38
	WAL-MART COMMUNITY	01923	SUPPLIES FOR OVERNIGHTEF	0	11/07/2019	12/09/2019	203.62
	WAL-MART COMMUNITY	02985	FOOD FOR NAF SPEAKERS	0	11/17/2019	12/09/2019	57.11
							1,156.79
170-170.100-737.200	Building Mair						
	AMAZON CAPITAL SERVICE	1PCW-QW97-NYPH	VACUUM BAGS	0	11/13/2019	12/09/2019	29.96
	AMAZON CAPITAL SERVICE	1KPJ-TCYT-3KJL	CARPET CLEANER MACHINE	0	11/14/2019	12/09/2019	399.00
	MENARDS - HASTINGS	89345	LED SPOTLIGHT/VEST/PAINT	0	11/15/2019	12/09/2019	47.87
							476.83
170-170.100-737.205	Electrical Sup						
	MENARDS - HASTINGS	88758	ADAPTER/ROPE LIGHT/LED BL	0	11/05/2019	12/09/2019	49.99
							49.99
170-170.100-737.210	Exhibit Suppl						
	AMAZON CAPITAL SERVICE	1N44-LJQG-R6H9	2 SLIDING DOOR KEY LOCKS	0	11/16/2019	12/09/2019	20.84
	KROEKER/GLEN//	1357	ROCK ROOM CABINETS	0	11/12/2019	12/09/2019	300.00
	MENARDS - HASTINGS	89345	LED SPOTLIGHT/VEST/PAINT	0	11/15/2019	12/09/2019	33.74
	MENARDS - HASTINGS	89476	WALL PAPER PASTE	0	11/18/2019	12/09/2019	37.96
	MENARDS - HASTINGS	88758	ADAPTER/ROPE LIGHT/LED BL	0	11/05/2019	12/09/2019	17.48
	MENARDS - HASTINGS	88758	ADAPTER/ROPE LIGHT/LED BL	0	11/05/2019	12/09/2019	79.93
	MENARDS - HASTINGS	88798	GLASS SHELF & DRAWER HAF	0	11/06/2019	12/09/2019	144.62
	ULINE	114154695	5" ROUND MAGINFIER	0	11/08/2019	12/09/2019	214.92
							849.49
170-170.100-737.212	Event Expen:						
	ALLEN'S OF HASTINGS, INC.	TRX: 270	FOOD FOR PREMIER	0	11/07/2019	12/09/2019	31.30
							31.30
Total Dept. Museum administration:							9,012.94
otal Fund MUSEUM FUND:							9,012.94
Fund: 180 STREET FUND							
Dept: 000.000							
180-000.000-720.300	Professional						
	OLSSON	342901	HASTINGS 1ST STREET & COL	0	11/11/2019	12/09/2019	2,626.12
	OLSSON	342902	HASTINGS INTERSECTION IMF	0	11/11/2019	12/09/2019	7,214.50
							9,840.62
180-000.000-726.200	Telephone						
	VIAERO WIRELESS	14809	PARKS CELL 11.21 - 12.20	0	01/09/2020	12/09/2019	2.88
							2.88
180-000.000-727.200	R & M Buildir						
	BIG G COMMERCIAL ACCOU	638541/1	DRAIN CLEANER	0	11/04/2019	12/09/2019	7.89
	FURROW PLUMBING LLC	3806	UNCLOG TOILET DRAIN-STRE	0	11/12/2019	12/09/2019	80.00
	OVERHEAD DOOR CO OF CI	40365	ADJUST CHAIN/TRACK&RESE	0	11/08/2019	12/09/2019	80.00
							167.89
180-000.000-727.500	R & M Heavy						
	AUTO VALUE-HASTINGS	70NV026454	SWITCHES/WIRING/ FUSE #44	0	11/13/2019	12/09/2019	34.87
	AUTO VALUE-HASTINGS	70NV026595	STARTER #11	0	11/15/2019	12/09/2019	200.62
	AUTO VALUE-HASTINGS	70CR003082	CREDIT - CORE	0	11/15/2019	12/09/2019	-40.00
	FASTENAL COMPANY	NEHAS158243	TIE DOWNS	0	11/08/2019	12/09/2019	88.79

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	N A P A AUTO PARTS	908725	BEARINGS #44	0	11/12/2019	12/09/2019	36.04
	N A P A AUTO PARTS	909019	OIL FILTERS	0	11/13/2019	12/09/2019	45.54
	N A P A AUTO PARTS	908909	TIE ROD #57 / B/U CAM #44	0	11/13/2019	12/09/2019	203.38
	N A P A AUTO PARTS	909262	HEADLIGHT LAMPS #33	0	11/14/2019	12/09/2019	50.40
	N A P A AUTO PARTS	909436	CAP/ROTOR/MODULE #27	0	11/15/2019	12/09/2019	131.23
	N A P A AUTO PARTS	910092	RELAY #956	0	11/19/2019	12/09/2019	46.31
	N A P A AUTO PARTS	910328	OIL FILTERS	0	11/20/2019	12/09/2019	7.61
	NE ENVIRONMENTAL PRODI	P05116	SCREEN LOOPS #44	0	11/18/2019	12/09/2019	155.10
	NE ENVIRONMENTAL PRODI	P05130	HYD CYL / COLLAR / BEARING	0	11/20/2019	12/09/2019	434.22
	UNIVERSAL HYDRAULICS, IN	26818	HYD HOSE #10	0	10/29/2019	12/09/2019	33.58
							1,427.69
180-000.000-727.800	R & M Vehicl						
	AUTO VALUE-HASTINGS	70NV026791	TUBING / BATTERY ENDS #19	0	11/19/2019	12/09/2019	11.98
	KELLY SUPPLY COMPANY	15099608-0	3/4 HOSE STOP #20	0	11/08/2019	12/09/2019	16.47
	N A P A AUTO PARTS	907790	ELBOW/ BUSHING / TAPE #16	0	11/07/2019	12/09/2019	8.77
	N A P A AUTO PARTS	909018	OIL FILTERS	0	11/13/2019	12/09/2019	26.94
							64.16
180-000.000-728.050	Hire of Equip						
	ROSE EQUIPMENT, INC.	10674	CRACK SEAL KETTLE	0	10/21/2019	12/09/2019	4,000.00
							4,000.00
180-000.000-729.150	Other Operat						
	MARY LANNING HEALTHCAF	MEYER	DRUG SCREEN - R. MEYER EI	0	10/17/2019	12/09/2019	45.00
	MARY LANNING HEALTHCAF	UTTER	BREATH /DOT - R. UTTER STF	0	10/21/2019	12/09/2019	25.00
	MARY LANNING HEALTHCAF	UTTER	BREATH /DOT - R. UTTER STF	0	10/21/2019	12/09/2019	25.00
							95.00
180-000.000-731.050	Asphalt & Ce						
	GERHOLD CONCRETE COM	104322	1.5CY SG300 CONCRETE	0	10/28/2019	12/09/2019	190.25
	GERHOLD CONCRETE COM	107183	2.25CY SG3000 CONCRETE	0	11/07/2019	12/09/2019	270.51
	J.I.L. ASPHALT PAVING CO.	190637	1.60TONS SPR ASPHALT	0	11/06/2019	12/09/2019	96.00
	J.I.L. ASPHALT PAVING CO.	190631	2.01TONS SPR ASPHALT	0	11/05/2019	12/09/2019	116.58
	J.I.L. ASPHALT PAVING CO.	190627	2.70TONS SPR ASPHALT	0	11/04/2019	12/09/2019	156.60
	KULLY PIPE & STEEL SUPPL	720955	5/8 REBAR	0	11/08/2019	12/09/2019	925.92
							1,755.86
180-000.000-731.250	Fuel & Oil						
	BOSELMAN ENERGY, INC.	019863	FUEL PUMP HOSE	0	11/08/2019	12/09/2019	68.09
	N A P A AUTO PARTS	908653	POWER SERVICE	0	11/12/2019	12/09/2019	79.96
	N A P A AUTO PARTS	909020	STARTING FLUID	0	11/13/2019	12/09/2019	23.88
	THOMSEN OIL CO.	282642	1508.5 GALS UNLEADED	0	11/13/2019	12/09/2019	1,321.78
	THOMSEN OIL CO.	282642	1508.5 GALS UNLEADED	0	11/13/2019	12/09/2019	3,258.36
	THOMSEN OIL CO.	282663	461.9 GALS 50/50 DIESEL	0	11/20/2019	12/09/2019	1,066.99
							5,819.06
180-000.000-731.600	Signs						
	3M KQS7020	9406031254	SIGN FILM & REFLECTIVE SHI	0	11/14/2019	12/09/2019	1,231.44
	MENARDS - HASTINGS	89513	PRIMER & BLACK PAINT	0	11/18/2019	12/09/2019	23.76
							1,255.20
180-000.000-731.700	Wearing App						
	US BANK CORPORATE PAYM	ULINE	DBL PAID FOR GLOVES	0	09/23/2019	12/09/2019	-432.00
	US BANK CORPORATE PAYM	ULINE	DBL PAID FOR GLOVES	0	10/14/2019	12/09/2019	-453.08
							-885.08
180-000.000-743.500	Heavy Machi						
	SHERWIN-WILLIAMS	4734-3	LAZERVAC/CYCLONE CONTAIN	0	11/05/2019	12/09/2019	9,334.51
							9,334.51
180-000.000-743.715	Traffic Contrc						
	TAPCO, INC.	I654227	RADAR SIGN/MOUNT HARDW/	0	11/05/2019	12/09/2019	4,294.13

INVOICE APPROVAL LIST BY FUND REPORT

12/9/19 VOUCHERS TO BE PAID

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City of Hastings

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
							4,294.13
Total Dept. 000000:							37,171.92
Total Fund STREET FUND:							37,171.92
Fund: 366 BAN/STREET CONSTR							
Dept: 000.000							
366-000.000-742.529	2019-1,2 Ute						
	WERNER CONSTRUCTION C	SID 2019-1	PROJ NO: SID 2019-1 UTECHT	0	11/22/2019	12/09/2019	412,401.64
	WERNER CONSTRUCTION C	SID 2019-2	PROJ NO: SID 2019-2 UTECHT	0	11/22/2019	12/09/2019	279,700.33
							692,101.97
Total Dept. 000000:							692,101.97
T CONSTRUCTION FUND:							692,101.97
Fund: 610 LANDFILL FUND							
Dept: 000.000							
610-000.000-720.300	Professional						
	OLSSON	344545	HAST MSW LANDFILL PHASE 6	0	11/21/2019	12/09/2019	6,587.09
							6,587.09
610-000.000-726.100	Natural Gas						
	BLACK HILLS ENERGY	ACT: 8770466950	GAS SERVICE 10/29 - 11/25 - LI	0	11/26/2019	12/09/2019	220.60
							220.60
610-000.000-727.500	R & M Heavy						
	AUTO VALUE-HASTINGS	70NV026854	#111 FILTERS/#115 WIPER BLA	0	11/20/2019	12/09/2019	347.69
	AUTO VALUE-HASTINGS	70NV026979	#111 FILTER	0	11/21/2019	12/09/2019	120.00
	BIG G COMMERCIAL ACCOU	639593/1	12 EQUIP AIR FRESHENERS	0	11/20/2019	12/09/2019	15.24
	IDEAL ELECTRIC, INC.	10954	RETRO FIT FUEL TANK LIGHTS	0	11/18/2019	12/09/2019	491.96
	N A P A AUTO PARTS	908302	#111 FILTERS X 2	0	11/11/2019	12/09/2019	23.86
	N A P A AUTO PARTS	910314	D7R FILTER	0	11/20/2019	12/09/2019	11.93
	POWER SCREENING, LLC	PSO002640-1	TERMINATOR - HYD CYLINDEF	0	11/07/2019	12/09/2019	137.07
	TRAFFIC PARTS INC	488596	2 - 8" LED BULBS/FREIGHT	0	11/08/2019	12/09/2019	96.71
							1,244.46
610-000.000-727.600	R & M Office						
	EAKES OFFICE SOLUTIONS	INV169156	COPIER CONTRACT BILLING -	0	11/15/2019	12/09/2019	23.05
							23.05
610-000.000-727.800	R & M Vehicl						
	AUTO VALUE-HASTINGS	70NV026493	#117 FILTERS & 5W20	0	11/13/2019	12/09/2019	16.48
	AUTO VALUE-HASTINGS	70NV026519	TERMINATOR FILTER (HYD)	0	11/14/2019	12/09/2019	155.61
							172.09
610-000.000-730.050	Office Suppli						
	BUSINESS WORLD PRODUC	648071	APT BOOK / CALENDARS	0	11/12/2019	12/09/2019	52.55
	BUSINESS WORLD PRODUC	648071-00	CREDIT - RETURN CALENDAR	0	11/14/2019	12/09/2019	-34.58
							17.97
610-000.000-731.250	Fuel & Oil						
	AUTO VALUE-HASTINGS	70NV026493	#117 FILTERS & 5W20	0	11/13/2019	12/09/2019	25.56
	COOPERATIVE PRODUCERS	122041	55G CENEX MP GEAR LUBE 8C	0	11/15/2019	12/09/2019	804.88
	THOMSEN OIL CO.	282634	741.9 GAL 50/50 DYED DIESEL	0	11/11/2019	12/09/2019	1,713.79
	THOMSEN OIL CO.	282651	187G UNLEADED	0	11/18/2019	12/09/2019	1,301.45
	THOMSEN OIL CO.	282651	187G UNLEADED	0	11/18/2019	12/09/2019	403.92
							4,249.60
610-000.000-731.700	Wearing App						
	ARAMARK UNIFORM SERVIC	1901650806	MATS/COVERALLS - LF	0	11/11/2019	12/09/2019	31.97
	ARAMARK UNIFORM SERVIC	1901658471	MATS/COVERALLS - LF	0	11/18/2019	12/09/2019	31.97

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							63.94
610-000.000-737.100	Landscaping						
	KULLY PIPE & STEEL SUPPL	721136	MARKING POSTS - 20 PCS PL/	0	11/13/2019	12/09/2019	131.76
							131.76
610-000.000-737.705	Shop Supplie						
	BIG G COMMERCIAL ACCOU	639593/1	12 EQUIP AIR FRESHENERS	0	11/20/2019	12/09/2019	7.98
							7.98
610-000.000-742.300	Construction						
	VAN KIRK BROTHERS CONT	EST NO 15	PROJ NO: 2017-0360	0	11/07/2019	12/09/2019	56,044.49
							56,044.49
						Total Dept. 000000:	68,763.03
						tal Fund LANDFILL FUND:	68,763.03
						Grand Total:	973,935.64

Distribution Register by Check



From Check No.: 42303 To Check No.: 42396

Printed: 12/2/2019 10:31

From Check Date: 11/22/2019 - To Check Date: 12/02/2019

Check No	Supplier	Supplier Name	Invoice Number	Invoice Description	Invoice Amt	Charge Code	GL Amount
42303	05760	ANYTIME FITNESS	111519	NOV EMPLOYEE DEDUCTIONS-AF	17.10	1 62418	17.10
42304	08115	BEAUTY AND THE BEAST FITNESS		NOV EMPLOYEE DEDUCTIONS-B&B	59.92	1 62418	59.92
42305	14810	CHC OF NEBRASKA		NOV EMPLOYEE DEDUCTIONS-CHC	364.00	1 62418	364.00
42306	24975	FEDEX	6-838-82442	DELIVERY SERVICE	180.99	2 25065	180.99
42307	33075	HASTINGS MUSEUM	111519	NOV EMPLOYEE DEDUCTIONS-MUS	18.32	1 62418	18.32
42308	52825	NDEE - FISCAL SERVICES	8564	SRF #C317930 PAYMENT	92,090.43	1 34276	16,616.84
				SRF #C317930 PAYMENT		1 39230	13,293.47
				SRF #C317930 PAYMENT		1 62219	62,180.12
					92,090.43		92,090.43
42309	76275	UNITED WAY OF SOUTH CENTRAL	111519	NOV EMPLOYEE DEDUCTIONS-UW	750.00	1 62418	750.00
42310	77050	VERIZON WIRELESS	9841953249	MACHINE TO MACHINE SHARING	88.00	1 69180	59.84
				MACHINE TO MACHINE SHARING		2 25700	28.16
					88.00		88.00
42311	80425	Y M C A	111519	NOV EMPLOYEE DEDUCTIONS-YMC	1,029.92	1 62418	1,029.92
42312	13075	CHARTER COMMUNICATIONS	0354001111719	PHONE & INTERNET	1,249.34	1 69180	90.00
				PHONE & INTERNET		1 69210	1,159.34
					1,249.34		1,249.34
42313	17475	CREDIT MANAGEMENT	C 14 CI 19 1035 112	REMIT GARNISHMENT	236.83	1 62410	236.83
42314	20300	DISCOVER BANK	CI 19 654 112919	REMIT GARNISHMENT	262.81	1 62410	262.81
42315	24975	FEDEX	6-844-55775	DELIVERY SERVICE	143.75	1 35079	143.75
42316	02675	AIRGAS USA, LLC	9095267342	HYDROGEN CHLORIDE	1,317.47	2 25128	1,317.47
			9965603635	OCT CYLINDER RENTAL	65.41	2 25128	52.33
				OCT.CYLINDER RENTAL		2 75128	13.08
					1,382.88		1,382.88
42317	03225	ALLIED ELECTRONICS, INC.	9011899320	ETHERNET SWITCH, POWER SUPPI	620.93	2 25115	620.93
42318	04675	AMERICAN PUBLIC POWER ASSO	333474	ENERGY MATTERS GUIDES	557.39	1 69060	557.39
42319	06175	ARAMARK	1901650814	RUGS & LAUNDRY SERVICE	88.54	1 69330	79.23
				RUGS & LAUNDRY SERVICE		2 25060	9.31
			1901650815	RUGS & LAUNDRY SERVICE	17.55	1 61630	17.55
			1901656930	RUGS & LAUNDRY SERVICE	14.86	1 45450	14.86
			1901658475	RUGS & LAUNDRY SERVICE	88.54	1 69330	79.23
				RUGS & LAUNDRY SERVICE		2 25060	9.31
			1901658476	RUGS & LAUNDRY SERVICE	17.55	1 61630	17.55
			1901660061	RUGS & LAUNDRY SERVICE	51.33	2 25065	51.33
			1901664598	RUGS & LAUNDRY SERVICE	14.86	1 45450	14.86
			1901666141	RUGS & LAUNDRY SERVICE	88.54	1 69330	79.23
				RUGS & LAUNDRY SERVICE		2 25060	9.31
			1901666142	RUGS & LAUNDRY SERVICE	17.55	1 61630	17.55
					399.32		399.32
42320	07415	BALDWIN POLES MISSISSIPPI, LLC	15786	POLES	13,000.50	2 21561	13,000.50
42321	09705	BRANDSAFWAY SOLUTIONS, LLC	731-D004903	SCAFFOLDING	1,469.62	2 95126	1,469.62
42322	13610	CINTAS CORPORATION	449777634	UNIFORM SERVICE	213.51	1 49270	11.72
				UNIFORM SERVICE		1 69270	4.63
				UNIFORM SERVICE		2 29270	197.16
			449777637	UNIFORM SERVICE	162.38	2 79275	162.38
					375.89		375.89
42323	14600	COMM USA	215172	REPLACEMENT RADIO	217.98	2 75145	217.98
42324	15425	CONKLIN, LANCE	111819	BOOT REIMBURSEMENT	48.14	1 49270	48.14
42325	16695	CORE & MAIN LP	L560684	DI BODIES	2,535.90	1 61561	2,535.90
42326	17525	CRESCENT ELECTRIC SUPPLY CC	S507151127.001	CONDUIT ELBOWS & COUPLINGS	187.91	2 21561	187.91
			S507206361.001	CIRCUIT BREAKERS	611.21	2 75065	611.21
					799.12		799.12

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42327	17950	D & D MILLWRIGHT SERVICES LLC	725	CONVEYOR REPAIR CONVEYOR REPAIR	12,240.00 12,240.00	2 95126 2 95126	1,500.00 10,740.00 12,240.00
42328	19225	DELKEN PRESS	111219	BUSINESS CARDS	44.94	2 25065	44.94
42329	19325	DELL MARKETING L.P.	10351685936	TONER	95.94	2 25065	95.94
42330	21375	DUTTON-LAINSON COMPANY	S11568-1	WIRE	1,186.88	2 75065	1,186.88
42331	21825	E SQUARED POWER SYSTEMS LLC	2673257	GENERATOR EXCITER CONTROL RI GENERATOR EXCITER CONTROL RI GENERATOR EXCITER CONTROL RI	4,651.26	1 61632 2 25135 2 25135	206.53 1,500.00 2,944.73
			2676648	CREDIT SALES TAX	(206.53) 4,444.73	1 61632	(206.53) 4,444.73
42332	21975	EAKES OFFICE EQUIPMENT	7894361-3 7899813-0 7902647-1 7907347-1 7907382-1 7907382-2 7907594-1 7909316-0 7909660-0 7912038-0	ORGANIZERS ORGANIZER NAME PLATE PAPER CALENDAR CALENDARS PENS AIR DUSTERS CARDSTOCK ENVELOPES	84.51 42.25 12.23 364.08 16.32 100.36 10.92 144.96 27.80 38.78 842.21	1 61630 1 61630 1 69203 1 69180 1 69180 1 69180 1 19210 1 61561 1 69030 1 69060	84.51 42.25 12.23 364.08 16.32 100.36 10.92 144.96 27.80 38.78 842.21
42333	22550	ELECTRICAL ENGINEERING & EQL	6613296-00	LED CONVERSION LIGHTS LED CONVERSION LIGHTS	4,032.00 4,032.00	1 69330 1 69330	1,500.00 2,532.00 4,032.00
42334	23375	BEN ENGEL CONSTRUCTION	201950004 1	INSTALL SIDEWALKS INSTALL SIDEWALKS	5,543.00 5,543.00	1 45051 1 45051	1,500.00 4,043.00 5,543.00
42335	24625	FAJON MACHINING, LLC	12979	TURBINE PARTS TURBINE PARTS	17,205.90 17,205.90	2 25135 2 25135	1,500.00 15,705.90 17,205.90
42336	27226	GENERAL ELECTRIC INTERNATIONAL	20642886 20674623	LOCKWASHERS LOCKWASHERS SHIMS SHIMS	1,850.64 3,350.80 5,201.44	2 25135 2 25135 2 25135 2 25135	350.64 1,500.00 1,500.00 1,850.80 5,201.44
42337	27360	GE POWER SERVICES	95211707	COAL PIPE COAL PIPE	7,115.98 7,115.98	2 25124 2 25124	1,500.00 5,615.98 7,115.98
42338	30075	GRAINGER	9357838086	WEB SLINGS	134.10	2 25064	134.10
42339	30325	GRAYBAR ELECTRIC CO.	9313347100	COUPLERS	690.24	2 21561	690.24
42340	30775	GROEBNER	394402	FUSION PACKAGE, INSERTS FUSION PACKAGE, INSERTS	8,904.17 8,904.17	2 23940 2 23940	1,500.00 7,404.17 8,904.17
42341	31475	HACH COMPANY	11721694	CAPILLARY ASSEMBLY	149.81	2 25125	149.81
42342	32375	HASTINGS, CITY OF	045-283190 1002 PPE 113019-1 1002 PPE 113019-2 1002 PPE 113019-3 1002 PPE 113019-4 1002 PPE 113019-5 1002 PPE 113019-6 1002 PPE 113019-7 112019 113019	ERP SOFTWARE FINANCE WAGES-NOV FINANCE BENEFITS-NOV HR WAGES-NOV HR BENEFITS-NOV IT WAGES-NOV IT BENEFITS-NOV PPGA WAGES-NOV REIMB WORK COMP SYMPOSIUM IT FUND-NOV IT FUND-NOV	379.40 44,413.61 7,922.99 12,655.68 1,804.61 20,203.23 3,176.05 13,617.05 310.58 75,299.73	1 63980 1 69200 1 69200 1 69203 1 69203 1 69190 1 69190 2 89201 1 69220 1 19190 1 39190 1 49190 1 69190 2 29190 2 29195	379.40 44,413.61 7,922.99 12,655.68 1,804.61 20,203.23 3,176.05 13,617.05 310.58 6,573.67 6,573.67 6,573.67 30,052.11 6,573.67 18,952.94

Distribution Register by Check



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Check No	Supplier	Supplier Name	Invoice Number	Invoice Description	Invoice Amt	Charge Code	GL Amount
			113019-1	HR EXPENSES-NOV	521.33	1 19190	45.51
				HR EXPENSES-NOV		1 39190	45.51
				HR EXPENSES-NOV		1 49190	45.51
						1 69190	208.07
						2 29190	45.51
						2 29195	131.22
					180,304.26		180,304.26
42343	32425	HASTINGS, CITY OF	120119	COMBINED BOND PAYMENT-DEC	139,168.00	1 61322	139,168.00
42344	32525	HASTINGS, CITY OF		IN LIEU OF TAXES-DEC	254,256.00	1 14080	27,481.00
				IN LIEU OF TAXES-DEC		1 34080	27,474.00
				IN LIEU OF TAXES-DEC		1 44080	21,477.00
						2 24080	177,824.00
					254,256.00		254,256.00
42345	32725	HASTINGS ECONOMIC DEVELOPM		2019 AGREEMENT	10,416.00	1 69230	10,416.00
42346	33225	HASTINGS TRIBUNE	00002836 111219	ADVERTISING	67.29	2 25830	67.29
42347	35150	HOLLING PLUMBING	9892	SERVICE CALL	175.00	2 25115	175.00
42348	38725	INTERSTATE CHEMICAL CO. INC.	397189	SODIUM HYPOCHLORITE	3,425.13	2 25055	1,500.00
				SODIUM HYPOCHLORITE		2 25055	1,925.13
					3,425.13		3,425.13
42349	40175	JOHNSON SERVICE CO.	112019	RELIN SEWER MAIN	17,959.00	1 40345	1,500.00
				RELIN SEWER MAIN		1 40345	16,459.00
					17,959.00		17,959.00
42350	40525	K & G PLUMBING	19-8472	INSTALL NEW WATER SERVICE	1,675.00	1 35570	175.00
				INSTALL NEW WATER SERVICE		1 35570	1,500.00
					1,675.00		1,675.00
42351	40860	KRW CONSTRUCTION INC.	2477	TRACK MAINTENANCE	54,600.00	2 95115	1,500.00
				TRACK MAINTENANCE		2 95115	53,100.00
					54,600.00		54,600.00
42352	42425	KRIZ-DAVIS COMPANY	918982375	STIRRUPS	1,492.65	2 21561	1,492.65
			918982376	LOAD TAP CONNECTORS	226.41	2 25860	226.41
			918982377	LINK MASTERS FOR C WELL	1,079.48	2 25115	1,079.48
					2,798.54		2,798.54
42353	42625	KULLY PIPE & STEEL CORP.	720565	PIPE WRENCHES	1,298.77	1 15750	598.56
				PIPE WRENCHES		1 35522	203.30
				PIPE WRENCHES		2 25820	496.91
			720643	REDUCER COUPLING	16.73	1 61561	16.73
			721070	PIPE WRENCHES	165.64	1 35522	165.64
					1,481.14		1,481.14
42354	44325	LINWELD	20619578	T-SHIRTS	3,272.27	1 61561	3,272.27
			20726308	GLOVES	65.48	1 39270	65.48
			20726309	GLOVES	7.28	1 39270	7.28
			20743594	EPA GAS	339.25	2 25128	339.25
			20755149	GLOVES	518.37	1 61561	518.37
			20755150	EARPLUGS	814.62	1 61561	814.62
			20755151	WELD RODS	291.04	1 61561	291.04
					5,308.31		5,308.31
42355	44795	LUBKEN, BRANDAN	111919	BOOT REIMBURSEMENT	101.65	2 79275	101.65
42356	45725	MONTE MALOUF JR. & ASSOC.	IN-34116	HAND CLNR, DESCALER, THERMOC	816.28	1 61561	816.28
42357	46175	MARY LANNING MEMORIAL HOSPI	3100706634 111919	EMPLOYEE DRUG TESTING	180.00	1 49300	45.00
				EMPLOYEE DRUG TESTING		1 69300	45.00
				EMPLOYEE DRUG TESTING		2 79305	90.00
					180.00		180.00
42358	46470	MCCROMETER INC	524386 RI	TRANSMITTER FOR D WELL	2,317.94	2 24162	817.94
				TRANSMITTER FOR D WELL		2 24162	1,500.00
					2,317.94		2,317.94
42359	48225	MID-AMERICA VULCANIZING, INC.	020687	CONVEYOR BELTING	48,894.30	2 24167	750.00
				CONVEYOR BELTING		2 24167	15,336.42
				CONVEYOR BELTING		2 95126	750.00
						2 95126	32,057.88

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			020714	CONVEYOR REPAIRS	6,300.00	2 24167	1,500.00
				CONVEYOR REPAIRS		2 24167	4,800.00
			020715	CONVEYOR REPAIRS	14,700.00	2 95126	1,500.00
				CONVEYOR REPAIRS		2 95126	13,200.00
					69,894.30		69,894.30
42360	48675	MID-NEBRASKA LUBRICANTS	353267	DIESEL FUEL	4,067.44	1 61511	4,067.44
			353268	UNLEADED GASOLINE	3,271.74	1 61511	3,271.74
					7,339.18		7,339.18
42361	50100	MOBOTREX	238913	TRAFFIC LIGHT CONTROLLER	3,179.00	2 24182	1,500.00
				TRAFFIC LIGHT CONTROLLER		2 24182	1,679.00
					3,179.00		3,179.00
42362	50775	MOTION INDUSTRIES, INC.	NE05-358927	XCELL SENSOR KIT	1,122.75	2 79275	1,122.75
42363	51505	MURPHY TRACTOR & EQUIPMENT	112219	MINI EXCAVATOR	22,681.86	1 13940	1,500.00
				MINI EXCAVATOR		1 13940	21,181.86
					22,681.86		22,681.86
42364	54125	NEBRASKA MACHINERY CO.	CUI727067	FORKLIFT RENTAL	1,017.28	2 25125	1,017.28
			CUI729930	TRANSMISSION OIL	1,105.39	2 95146	1,105.39
			CUI729956	OIL SAMPLE KITS	770.55	2 95146	770.55
			CUI730813	FORKLIFT RENTAL	460.45	2 25125	460.45
					3,353.67		3,353.67
42365	54475	NEBR. PUBLIC HEALTH ENV. LAB	519565	WATER TESTING	529.00	1 35079	529.00
42366	55725	NORTHERN SAFETY CO., INC.	903717116	SAFETY GLOVES	543.47	2 79275	543.47
42367	57885	PAC-VAN INC	13822304	GUARD SHACK RENTAL	3,502.60	2 75115	1,500.00
				GUARD SHACK RENTAL		2 75115	2,002.60
					3,502.60		3,502.60
42368	57890	PACKER BROTHERS	46501	HAMMER VALVE	3,087.44	1 61843	1,500.00
				HAMMER VALVE		1 61843	1,587.44
					3,087.44		3,087.44
42369	59475	PLATTE VALLEY COMMUNICATION	33121	RADIO	1,420.96	2 95145	1,420.96
			33155	CABLE, ADAPTERS	193.99	1 69330	193.99
					1,614.95		1,614.95
42370	59925	POSTMASTER	112719	POSTAGE	6,125.00	1 69170	6,125.00
42371	60675	PRESTO-X-COMPANY	110305	FIRE ALARM INSPECTION, BATTERY	308.50	1 45460	308.50
			4783541	PEST CONTROL SERVICES	279.74	1 15460	30.33
				PEST CONTROL SERVICES		1 15461	30.33
				PEST CONTROL SERVICES		1 61630	46.06
						1 69330	138.19
						2 25520	34.83
			5003114	PEST CONTROL SERVICES	350.00	1 45470	350.00
					938.24		938.24
42372	61750	Q E I, LLC	INV00001795	PROCESSOR PANEL FOR WELL 19	3,780.97	1 35052	1,500.00
				PROCESSOR PANEL FOR WELL 19		1 35052	2,280.97
					3,780.97		3,780.97
42373	63875	RESCO	761230-00	TRANSFORMERS	61,632.00	2 21561	61,632.00
42374	64060	ROAD BUILDERS MACHINERY&SUI	P54363	DOZER PARTS	574.33	2 95146	574.33
42375	66675	SCHWEITZER ENGINEERING LAB	INV-000435896	PILOT WIRE RELAYS	6,580.50	2 25700	1,500.00
				PILOT WIRE RELAYS		2 25700	5,080.50
					6,580.50		6,580.50
42376	67325	SERVI-TECH, INC.	H-627705	SOIL TESTING	49.44	1 45422	49.44
			H-627777	SOIL TESTING	369.04	1 45422	369.04
			H-627820	CREDIT SOIL TESTING	(49.44)	1 45422	(49.44)
			H-627821	SOIL TESTING	29.76	1 45422	29.76
			H-976610	WATER TESTING	731.68	1 35079	731.68
			H-976618	WATER TESTING	352.32	1 35079	352.32
			H-976631	WATER TESTING	135.36	1 30358	135.36
			H-976644	WATER TESTING	225.36	1 30358	225.36
			H-976654	WATER TESTING	99.84	1 35532	99.84
			H-976660	WATER TESTING	6.30	1 35531	6.30
			H-976669	WATER TESTING	90.24	1 30358	90.24

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Check No	Supplier	Supplier Name	Invoice Number	Invoice Description	Invoice Amt	Charge Code	GL Amount
					2,039.90		2,039.90
42377	68915	SOUCIE, JASON	112619	TRANSPORT BIOSOLIDS	2,890.00	1 45422	2,890.00
42378	71470	SUNBELT RENTALS	92595989-0001	FORKLIFT RENTAL	1,560.85	1 61630	1,393.93
			92595989-0002	FORKLIFT RENTAL		1 61632	166.92
				SALES TAX CREDIT	(166.92)	1 61632	(166.92)
					1,393.93		1,393.93
42379	73175	TEST AMERICA INC.	3100021449	WATER TESTING	162.50	2 25065	162.50
42380	73575	THOMSEN OIL CO	282645	UNLEADED GASOLINE	894.70	2 75065	894.70
			282646	DIESEL FUEL	823.42	2 95015	823.42
			282656	DIESEL FUEL	1,418.74	2 95015	1,418.74
			282665	DIESEL FUEL	2,180.41	2 95015	680.41
				DIESEL FUEL		2 95015	1,500.00
			282674	DIESEL FUEL	1,874.95	2 95015	374.95
				DIESEL FUEL		2 95015	1,500.00
					7,192.22		7,192.22
42381	74230	TOWERS INSULATION INC.	3133	INSULATION FOR COAL AREAS	1,490.69	2 95126	1,490.69
42382	76325	UNIVAR USA INC.	OM920695	SULFURIC ACID	4,263.40	2 25055	1,500.00
				SULFURIC ACID		2 25055	2,763.40
					4,263.40		4,263.40
42383	76775	VAN KIRK BROTHERS CONTRACTI	SW-325-3	SEWER MAIN CONTRACT	3,631.35	1 40325	3,631.35
			SW-329-2	SEWER MAIN CONTRACT	4,467.75	1 40329	4,467.75
					8,099.10		8,099.10
42384	77790	W C ENTERPRISES INC	403	DIG OUT ASH POND	3,000.00	2 95015	1,500.00
				DIG OUT ASH POND		2 95015	1,500.00
			404	DIG OUT ASH POND	5,330.00	2 95015	1,500.00
				DIG OUT ASH POND		2 95015	3,830.00
			405	DIG OUT ASH POND	1,435.00	2 95015	1,435.00
			406	DIG OUT ASH POND	4,100.00	2 95015	1,500.00
				DIG OUT ASH POND		2 95015	2,600.00
			407	DIG OUT ASH POND	7,500.00	2 95015	1,500.00
				DIG OUT ASH POND		2 95015	6,000.00
					21,365.00		21,365.00
42385	78600	WATHEN, DAVE	111519	REIMB WASTEWATER CERTIFICATI	122.96	1 49220	122.96
42386	79125	WELLS FARGO BANK NEBRASKA	19100001201	EBOX FEES	1,240.82	1 69030	1,240.82
42387	79275	WESCO RECEIVABLES CORP	379140	WILDLIFE GUARDS	845.30	2 21561	845.30
			381941	WIRE	24,196.45	2 21561	24,196.45
			383424	POWER CABLE	24,342.50	2 21561	24,342.50
			384104	POWER CABLE	24,595.66	2 21561	24,595.66
					73,979.91		73,979.91
42388	80275	WOODWARD'S DISPOSAL SERVICE	8896-1789	GARBAGE DISPOSAL	315.50	1 69030	25.00
				GARBAGE DISPOSAL		1 69210	25.00
				GARBAGE DISPOSAL		1 69330	265.50
			8896-1790	GARBAGE DISPOSAL	1,282.50	1 45421	1,282.50
			8896-1791	GARBAGE DISPOSAL	462.46	2 75065	462.46
			8896-1792	GARBAGE DISPOSAL	145.00	1 61630	145.00
					2,205.46		2,205.46
42389	R5318	TEAM DYNAMICS	13V57	WEISLER PRESENTATION	4,607.36	1 69220	4,607.36
42390	R5319	ANDREW S WIENS	12460060-06	CUSTOMER REFUND	78.32	1 61841	78.32
42391	R5320	VICKI L NORTHROP	17652550-02	CUSTOMER REFUND	252.69	1 61841	252.69
42392	R5321	TIFFANY D CALDWELL	18691929-01	CUSTOMER REFUND	22.62	1 61841	22.62
42393	R5322	COMMUNITY ACTION PARTNERSH	20750127-19	CUSTOMER REFUND	500.00	1 61841	500.00
42394	R5323	FARRIS CONSTRUCTION CO	20750561-00	CUSTOMER REFUND	30.00	1 61841	30.00
42395	R5324	AM UNDERGROUND LLC	20753157-00	CUSTOMER REFUND	337.96	1 61841	337.96
42396	R5325	STATE OF NEBRASKA	01021290-25	CUSTOMER REFUND	700.00	1 61841	700.00
			01041820-23	CUSTOMER REFUND	700.00	1 61841	700.00
			02070090-26	CUSTOMER REFUND	1,060.55	1 61841	1,060.55

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			06221190-26	CUSTOMER REFUND	380.00	1 61841	380.00
			06221285-11	CUSTOMER REFUND	700.00	1 61841	700.00
			10380797-34	CUSTOMER REFUND	162.63	1 61841	162.63
			10401258-19	CUSTOMER REFUND	242.40	1 61841	242.40
			11410015-33	CUSTOMER REFUND	550.00	1 61841	550.00
			11431088-15	CUSTOMER REFUND	157.91	1 61841	157.91
			20750087-21	CUSTOMER REFUND	364.23	1 61841	364.23
			20750089-24	CUSTOMER REFUND	700.00	1 61841	700.00
			20750127-19	CUSTOMER REFUND	399.86	1 61841	399.86
			20771200-04	CUSTOMER REFUND	700.00	1 61841	700.00
			43990001-00	CUSTOMER REFUND	700.00	1 61841	700.00
			43990001-00-01	CUSTOMER REFUND	700.00	1 61841	700.00
					<u>8,217.58</u>		<u>8,217.58</u>

Check Report Total 1,197,751.64

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603264	30575	GREAT WEST LIFE	112919	PENSION DEPOSIT	95,616.62	1 62415	95,616.62
			112919-1	DEFERRED COMP	6,674.12	1 62417	6,674.12
			112919-2	ROTH CONTRIBUTIONS	10,322.40	1 62417	10,322.40
					112,613.14		112,613.14
603265	34375	HERITAGE BANK	113019	INTERNET FEES	15.00	1 69210	15.00
603266	76225	UNITED STATES TREASURY	112919	FIT & FICA WITHHOLDING	160,373.50	1 62411	69,975.53
					160,373.50	1 62413	90,397.97
							160,373.50
603267	07220	B P ENERGY	21031691	GAS PURCHASES	39,217.91	1 62321	39,217.91
603268	10400	BURLINGTON NORTHERN/SANTA I	237050581	COAL FREIGHT CHARGE	166,239.06	2 22324	166,239.06
603269	45205	M & T BANK-457	112919	EMPLOYEE DEFERRED COMP	335.00	1 62417	335.00
603270	58550	PEABODY ENERGY	5000059381	COAL	121,829.07	2 22324	121,829.07
			90841241	COAL	2,056.90	2 22324	2,056.90
					123,885.97		123,885.97
603271	72300	TALLGRASS INTERSTATE GT, LLC	TIG102019277133	GAS PIPELINE TRANSPORTATION	84,703.86	1 62321	84,703.86
603280	75415	U S BANK	5900 0411 2658 11	HAST TRIBUNE-SUBSCRIPTION	70.00	1 69220	70.00
			5903 0011 5017 11	SPRINGHILL STES-HOTEL NORTHST	616.95	1 69220	616.95
			5903 0011 5017 11	NEBWEA-CONFERENCE REGISTRA	200.00	1 39220	200.00
			5903 0011 5017 11	NEBWEA-CONFERENCE REGISTRA	200.00	1 39220	200.00
			5903 0011 5017 11	TINKER RASOR-SHUNTS	34.49	1 13640	34.49
			5903 0011 5017 11	APNGA-SAFETY COURSE	45.00	1 69180	45.00
			5903 0011 5017 11	WALMART-SCRAPBOOK SUPPLIES	45.82	1 69210	45.82
			5903 0022 0783 11	TOTAL TESTING-SKILLS TESTING	80.00	1 69220	80.00
			5904 0021 7085 11	SPRINGHILL STE-HOTEL NORTHST/	572.97	1 69220	572.97
			5904 0021 7085 11	SUMMER KIT-MEAL IA/NE SYS PRO	14.64	1 69220	14.64
			5904 0021 7085 11	COURTYARD-HOTEL NE/IA SYS PRC	210.28	1 69220	210.28
			5904 0021 7085 11	ROOSEVELT-MEAL APPA CUST COI	16.22	1 69220	16.22
			5904 0021 7085 11	PATIO CAB-TAXI APPA CUST CONNI	41.40	1 69220	41.40
			5904 0021 7085 11	DEANIES -MEAL APPA CUST CONNE	62.49	1 69220	62.49
			5904 0021 7085 11	MR BS -MEAL APPA CUST CONNEC	19.88	1 69220	19.88
			5904 0021 7085 11	CNRA-PARKING APPA CUST CONNE	20.00	1 69220	20.00
			5904 0021 7085 11	PATIO CAB-TAXI APPA CUST CONNI	41.40	1 69220	41.40
			5904 0021 7085 11	WALDORF-HOTEL APPA CUST CON	769.02	1 69220	769.02
			5905 0021 4222 11	30 HOP-MEAL WELDING FUMES CO	43.46	1 19220	43.46
			5905 0021 4222 11	KUM&GO-FUEL WELDING FUMES C	60.00	1 19220	60.00
			5905 0021 4222 11	PERKINS-MEAL WELDING FUMES C	28.99	1 19220	28.99
			5905 0021 4222 11	FAMOUSDAVE-MEAL WELDING FUM	54.99	1 19220	54.99
			5905 0021 4222 11	CASEYS-FUEL WELDING FUMES CC	68.01	1 19220	68.01
			5905 0021 4222 11	DRURY-HOTEL WELDING FUMES C	102.30	1 19220	102.30
			5905 0021 4222 11	DRURY-HOTEL WELDING FUMES C	102.30	1 19220	102.30
			5906 0021 2043 11	MARRIOTT-HOTEL NE WIND/SOLAR	395.49	1 69220	395.49
			5906 0021 2043 11	HONEST ABES-MEAL NE WIND/SOL	43.09	1 69220	43.09
			5907 0021 0046 11	MENARDS-LADDERS	169.06	1 15750	169.06
			5907 0021 0046 11	VAUGHANS PRINTERS-VALVE CAR	131.09	1 15731	131.09
			5908 0020 8874 11	BASCOM-TURNER-CALIBRATION G/	304.00	1 15491	304.00
			5908 0020 8874 11	JIMMY JOHNS-MEAL BORING CREW	43.01	1 10345	43.01
			5908 0020 8874 11	KELLY SPY-HOSE & FITTINGS	77.93	1 69330	77.93
			5908 0020 8874 11	NUTRIEN AG-PROPANE	31.65	1 15731	31.65
			5908 0020 8874 11	LINWELD-WELDING HELMET	44.94	1 15750	44.94
			5909 0020 7750 11	BURNDY-TOOL REPAIR	347.75	2 25820	347.75
			5909 0020 7750 11	BURNDY-TOOL REPAIR	347.75	2 25820	347.75
			5910 0226 2511 11	MENARDS-COVER PLATES, TIMER	21.97	1 45450	21.97
			5910 0226 2511 11	KULLY-SS FLATS	74.52	1 45460	74.52
			5910 0226 2511 11	FASTENAL-BUTTON CABLE SLEEVE	6.48	1 45460	6.48
			5910 0226 2511 11	TSC-CABLES, SPRING SNAPS	63.84	1 45460	63.84
			5910 0226 2511 11	ECHO-FUSES	66.72	1 45451	66.72
			5910 0226 2511 11	DHHS-WATER LICENSE RENEWAL	115.00	1 49300	115.00
			5910 0226 2511 11	AMAZON-SNOWPLOW	78.71	1 45430	78.71
			5910 0226 2511 11	BIG G-UBOTS, NUTS	11.67	1 45460	11.67
			5910 0226 2511 11	MENARDS-TARPS, PLASTIC	76.82	1 45461	76.82
			5910 0226 2511 11	BORDER ST-PANELVIEW PLUS	4,109.00	1 45462	4,109.00
			5910 0226 2511 11	NAPA-BELTS	39.56	1 45451	39.56
			5910 0226 2511 11	BOSSELMAN-OIL	133.13	1 45450	133.13
			5910 0226 2511 11	MELLEN & ASSOC-VALVE GEAR	742.58	1 45462	742.58
			5910 0226 2511 11	AMAZON-DOOR STOPPER	13.60	1 45430	13.60
			5910 0226 2511 11	AMAZON-FLUKE METER	634.48	1 45462	634.48

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			5920 0020 5411 11	BIG G-HOLE SAW	11.82	2 25820	11.82
			5920 0020 5411 11	BIG G-DRILL KIT	353.09	2 25820	353.09
			5920 0020 5411 11	KULLY-IMPACT WRENCH KIT	483.64	2 25820	483.64
			5922 0020 3174 11	BIG G-TRUCK REPAIR ITEMS	50.62	1 45021	50.62
			5922 0020 3174 11	BIG G-BINDER CLAMPS	11.25	1 45021	11.25
			5922 0020 3174 11	MENARDS-PLUMBING FITTINGS	19.76	1 30363	19.76
			5922 0020 3174 11	MENARDS-CONDUIT FITTINGS	6.75	1 30363	6.75
			5922 0020 3174 11	KULLY-IMPACT WRENCH RING KIT	353.83	1 35522	353.83
			5922 0020 3174 11	RUNZA-MEAL PIPE PIGGING OPERA	16.46	1 30370	16.46
			5922 0020 3174 11	MENARDS-LIGHT BULBS	6.41	1 45051	6.41
			5922 0020 3174 11	DUNHAMS-HIP WADERS	139.09	1 35522	139.09
			5922 0020 3174 11	AUTOVALUE-SILICONE	25.65	1 35522	25.65
			5923 0020 2134 11	BIG G-VINYL TUBING	10.59	1 45021	10.59
			5925 0020 0557 11	SCC-WASTEWATER LAB COURSE	95.00	1 49220	95.00
			5925 0020 0557 11	SHERWIN WILLIAMS-SALES TAX CR	(7.68)	1 45450	(7.68)
			5925 0020 0557 11	MENARDS-PAINT MIX CUPS	7.90	1 45450	7.90
			5925 0020 0557 11	GRACES LOCKSMITH-KEYS	4.00	1 45450	4.00
			5925 0020 0557 11	MENARDS-PAIS	14.94	1 45460	14.94
			5925 0020 0557 11	CTRL NE EQUIP-POWER WASHER C	44.50	1 45450	44.50
			5925 0020 0557 11	SHERWIN WILLIAMS-PAINT	548.40	1 45460	548.40
			5925 0020 0557 11	MENARDS-WATER SOFTNER PELLE	29.90	1 45450	29.90
			5927 0019 9153 11	MENARDS-BREAKERS	36.29	1 35052	36.29
			5927 0019 9153 11	DUTTON-THERMOSTAT	27.61	1 35052	27.61
			5927 0019 9153 11	MENARDS-EXTENSION CORD	18.18	1 69330	18.18
			5927 0019 9153 11	DUTTON-LED LAMPS	184.64	1 69330	184.64
			5927 0019 9153 11	MENARDS-SCREWDRIVER, WIRE S	29.39	2 25820	29.39
			5927 0019 9153 11	AMAZON-BATTERY	10.69	2 25820	10.69
			5928 0019 8444 11	MENARDS-EXPANSION COUPLER	14.93	2 20096	14.93
			5928 0019 8444 11	FASTENAL-CLAMPS	65.98	1 30363	65.98
			5928 0019 8444 11	DUTTON-CONDUIT, CAPS, COUPLIN	119.22	1 30363	119.22
			5928 0019 8444 11	MENARDS-PIPE	7.02	1 30363	7.02
			5928 0019 8444 11	DUTTON-ELECTRICAL PARTS	16.91	1 30363	16.91
			5928 0019 8444 11	ECHO-SCREWDRIVER, CONDUIT	62.10	1 30363	22.55
						2 25820	39.55
			5928 0019 8444 11	AMAZON-BATTERY	7.89	2 85135	7.89
			5928 0019 8444 11	DUTTON-STRAPS, CONDUIT	38.18	1 30363	38.18
			5928 0019 8444 11	BIG G-TAP PLUG, BOLT	31.77	1 30353	31.77
			5928 0019 8444 11	MENARDS-EXPANS CPLR, EYEBOL1	16.98	1 30353	16.98
			5928 0019 8444 11	DUTTON-CONNECTOR, BUSHING	14.84	1 30353	14.84
			5928 0019 8444 11	HATTEN ELEC-CAPACITORS	34.33	1 69330	34.33
			5928 0019 8444 11	NEWARK-DIODES	11.78	1 35052	0.61
						1 35052	11.17
			5928 0019 8444 11	DUTTO-SWITCH, PHOTO CONTOL	322.54	1 30353	322.54
			5928 0019 8444 11	BIG G-DRIVER, FASTENERS	35.73	1 30363	13.94
						2 25820	21.79
			5928 0019 8444 11	DUTTON-LED FIXTURE	137.52	1 30353	137.52
			5928 0019 8444 11	MENARDS-CONDUIT, TOOLS	59.20	1 30353	18.17
						2 25820	41.03
			5928 0019 8444 11	MENARDS-CONNECTOR, TOOLS	76.84	1 30353	16.04
						2 25820	60.80
			5928 0019 8444 11	AMAZON-PRIME MEMBERSHIP	13.90	2 85135	13.90
			5928 0019 8444 11	BIG G-BIT SET	39.54	2 25820	39.54
			5928 0019 8444 11	AMAZON-CRIMPING TOOLS, CABLE	37.14	2 25600	37.14
			5928 0019 8444 11	KULLY-ANGLE IRON	56.34	1 69330	56.34
			5928 0019 8444 11	AMAZON-REFUND PRIME MEMBER	(13.90)	2 85135	(13.90)
			5928 0019 8444 11	MENARDS-PAINT	17.03	1 69330	17.03
			5928 0019 8444 11	AMAZON-UPS BATTERY BACKUP	237.54	1 30363	237.54
			5928 0019 8444 11	MENARDS-TOOLS	71.62	2 25820	71.62
			5928 0019 8444 11	DUTTON-WIRE, LUGS	923.62	1 30353	923.62
			5928 0019 8444 11	AMAZON-PRIME MEMBERSHIP	13.90	2 25705	13.90
			5929 0019 7890 11	FLEETPRIDE-TEE, AIRLINE CONNEC	4.62	1 61843	4.62
			5929 0019 7890 11	HAST OUTDOOR PWR-CARBURETO	53.49	2 25820	53.49
			5929 0019 7890 11	AUTOVALUE-BREAK CLEAN	63.94	1 61847	63.94
			5929 0019 7890 11	NAPA-FILTERS	62.99	1 61845	28.48
						1 61845	34.51
			5929 0019 7890 11	NAPA-WIPER BLADES, BATTERY	261.22	1 61842	50.43
						1 61842	50.43
						1 61842	160.36
			5929 0019 7890 11	UNIV HYDRAULICS-HOSE, FITTINGS	115.15	1 61843	115.15
			5929 0019 7890 11	PLATTE VALLEYCOMM-CORD	28.25	1 61842	28.25
			5929 0019 7890 11	UNIV HYDRAULICS-HOSE, FITTINGS	199.07	1 61843	199.07
			5929 0019 7890 11	NAPA-SPARK PLUGS, BOOTS, EXTR	261.15	1 61842	261.15
			5929 0019 7890 11	BIG G-BOLTS	0.58	1 69330	0.58
			5929 0019 7890 11	HAST OUTDOOR PWR-CHAIN	34.22	2 25820	34.22
			5929 0019 7890 11	NAPA-BLOW GUNS	46.82	1 61847	46.82

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			5929 0019 7890 11	NAPA-SWITCH, OIL	39.42	1 14083	12.18
						2 21844	27.24
			5929 0019 7890 11	AUTOVALUE-SEALER, OIL	47.54	2 21844	47.54
			5929 0019 7890 11	GESSFORD-SWEEPER PARTS	168.20	1 69330	168.20
			5929 0019 7890 11	GARRETT-FLAT REPAIR	93.62	2 21844	93.62
			5930 0019 7244 11	RAYNOR DOORS-MODULES	173.34	1 69330	173.34
			5930 0019 7244 11	BIG G-FLAGS	164.81	1 69330	164.81
			5930 0019 7244 11	BIG G-FERTILIZER	35.65	1 69330	35.65
			5930 0019 7244 11	BIG G-FERTILIZER	152.60	1 69330	152.60
			5930 0019 7244 11	BIG G-HEATER	48.14	1 69330	48.14
			5930 0019 7244 11	MENARDS-LAMPS	21.39	1 69330	21.39
			5930 0019 7244 11	MENARDS-EXCHANGE LAMPS	(5.37)	1 69330	(5.37)
			5930 0019 7244 11	DUTTON-BALLAST	63.72	1 69330	63.72
			5930 0019 7244 11	BIG G-HEATER	48.14	1 69330	48.14
			5930 0019 7244 11	MENARDS-FIXTURE LENS	11.75	1 69330	11.75
			5930 0019 7244 11	BIG G-KEYS	8.08	1 69330	8.08
			5930 0019 7244 11	HOWARDS GL-HANDYCAP PUSH BL	1,362.52	1 69330	1,362.52
			5930 0019 7244 11	LANDMARK-FILTERS	72.33	1 69330	72.33
			5930 0019 7244 11	BIG G-LED BULBS	16.90	1 69330	16.90
			5930 0019 7244 11	DUTTON-BALLAST	63.72	1 69330	63.72
			5930 0019 7244 11	MENARDS-LAMPS	16.02	1 69330	16.02
			5930 0019 7244 11	BIG G-HUMIDIFIER WATER PADS	82.78	1 69330	82.78
			5930 0019 7244 11	MENARDS-WATER PADS	55.59	1 69330	55.59
			5930 0019 7244 11	MENARDS-LAMPS	21.39	1 69330	21.39
			5930 0019 7244 11	MENARDS-FURNACE PADS	17.30	1 69330	17.30
			5930 0019 7244 11	MENARDS-BITS, TAPCON	29.48	1 69330	29.48
			5930 0019 7244 11	MENARDS-TAPCONS, WASHERS	36.11	1 69330	36.11
			5930 0019 7244 11	MENARDS-TAPCONS	101.00	1 69330	101.00
			5930 0019 7244 11	MENARDS-T-POSTS	14.94	1 69330	14.94
			5930 0019 7244 11	C SQUARED-PERSONAL CHARGE	223.58	1 61632	223.58
			5931 0019 6724 11	MCMaster CARR-STRAPPING	68.98	2 75065	68.98
			5931 0019 6724 11	CDW-DVDRW FOR DCS	65.82	2 85037	65.82
			5931 0019 6724 11	MCMaster CARR- HAMMER FACE	42.78	2 75065	42.78
			5931 0019 6724 11	BIG G-KEY, PLYWOOD	225.43	2 25115	225.43
			5931 0019 6724 11	BIG G-CLEANER	42.19	2 95065	42.19
			5931 0019 6724 11	NAPA-BATTERY	143.46	1 61842	143.46
			5931 0019 6724 11	ROCKWELL AUTO-TECH SUPPORT	535.00	2 95126	535.00
			5931 0019 6724 11	KULLY-REDUCERS	32.30	2 85125	32.30
			5931 0019 6724 11	FASTENAL-FEEDER BOLTS	151.20	2 85125	151.20
			5931 0019 6724 11	KELLY SPLY-CAM COUPLERS	135.38	2 95126	135.38
			5931 0019 6724 11	MCMaster CARR-SS WIRE	69.31	2 75065	69.31
			5931 0019 6724 11	MSC-HELI-COIL	171.37	2 25064	171.37
			5931 0019 6724 11	MCMaster CARR-SS BALLS	26.85	2 85135	26.85
			5931 0019 6724 11	MCMaster CARR-TOOLS	63.88	2 25064	63.88
			5931 0019 6724 11	HI-MARK-DISPENSING GUN	114.50	2 95065	114.50
			5931 0019 6724 11	MSC-END MILLS	45.63	2 25064	45.63
			5931 0019 6724 11	AMAZON-FAN	69.32	2 85127	69.32
			5931 0019 6724 11	AMAZON-LIGHTS	42.48	2 85127	42.48
			5931 0019 6724 11	MSC-TYVEK SUITS	1,508.76	2 75125	1,508.76
			5931 0019 6724 11	GRAINGER-EXHAUST RAIN CAP	29.77	2 85127	1.55
						2 85127	28.22
			5931 0019 6724 11	GRAINGER-EXHAUST RAIN CAP	30.19	2 85127	30.19
			5931 0019 6724 11	MCMaster CARR-PLIERS, WRENCH	209.20	2 25064	209.20
			5931 0019 6724 11	MSC-SOAP, TYVEK SUITS	634.96	2 75065	634.96
			5931 0019 6724 11	MSC-BROACHES	607.83	2 75065	607.83
			5931 0019 6724 11	KULLY-EXPANDED METAL	86.62	2 85125	86.62
			5932 0019 6038 11	ECHO-LAMPS	464.91	2 85115	464.91
			5932 0019 6038 11	ECHO-TAP BITS	30.72	2 25064	30.72
			5932 0019 6038 11	LINWELD-EARPLUGS	223.70	2 79275	223.70
			5932 0019 6038 11	BIG G-GRAIN SCOOP, AIR FRESHNE	121.11	2 75065	19.37
						2 95065	101.74
			5932 0019 6038 11	BIG G-NUTSETTERS, SCOOP, ADAP	113.62	2 25064	73.93
						2 75065	9.29
						2 95065	30.40
			5932 0019 6038 11	EAKES-COVER, CARD READER	103.83	2 75065	103.83
			5932 0019 6038 11	FASTENAL-BOOTS	108.62	2 85135	108.62
			5932 0019 6038 11	AIRGAS-CUTOFF WHEELS	40.39	2 75065	40.39
			5932 0019 6038 11	NUTRIEN AG-PROPANE	18.99	2 75065	18.99
			5932 0019 6038 11	FASTENAL-BOLTS	4.84	2 85125	4.84
			5932 0019 6038 11	KULLY-ALUMINUM SHEET	12.58	2 85125	12.58
			5932 0019 6038 11	AIRGAS-CUTOFF WHEELS	12.93	2 75065	12.93
			5932 0019 6038 11	LINWELD-EARPLUGS	223.70	2 79275	223.70
			5932 0019 6038 11	NAPA-BRAKE CLEAN	92.06	2 75065	92.06
			5932 0019 6038 11	PLATTE VALLEY-REPAIR RADIOS	397.08	2 75145	397.08
			5932 0019 6038 11	AIRGAS-PAINT MARKERS	31.52	2 75125	31.52

Distribution Register by Check



ACH PAYMENTS

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From Check Date: 12/02/2019 - To Check Date: 12/02/2019

Check No	Supplier	Supplier Name	Invoice Number	Invoice Description	Invoice Amt	Charge Code	GL Amount
			5932 0019 6038 11	KULLY-FLOOD LIGHTS	158.68	2 25064	158.68
			5932 0019 6038 11	BIG G-BUCKET	35.44	2 75065	35.44
			5932 0019 6038 11	FASTENAL-STUDS, NUTS, PLUGS	113.45	2 85125	113.45
			5932 0019 6038 11	EAKES-HIGHLIGHTERS	11.49	2 75065	11.49
			5932 0019 6038 11	ECHO-LAMPS	49.95	2 75125	49.95
			5932 0019 6038 11	FASTENAL-NUTS, BOLTS, CHAIN LI	302.18	2 85125	302.18
			5932 0019 6038 11	BIG G-KEY RINGS	5.48	2 75065	5.48
			5932 0019 6038 11	NAPA-REDUCER	10.12	2 25064	10.12
			5932 0019 6038 11	BIG G-DENATURED ALCOHOL	101.38	2 75065	101.38
			5932 0019 6038 11	FASTENAL-CHAIN LINKS	24.60	2 85125	24.60
			5932 0019 6038 11	KULLY-ELBOWS	306.15	2 85125	306.15
			5932 0019 6038 11	NAPA-REDUCER	50.60	2 25064	50.60
			5932 0019 6038 11	AIRGAS-CUTOFF WHEELS	40.39	2 75065	40.39
			5932 0019 6038 11	NAPA-THREADLOCKER	26.73	2 75065	26.73
			5932 0019 6038 11	MENARDS-SPRAY ADHESIVE	13.89	2 75065	13.89
			5932 0019 6038 11	NAPA-OIL	128.14	2 85125	128.14
			5932 0019 6038 11	FASTENAL-CAP SCREWS	28.00	2 85125	28.00
			5932 0019 6038 11	NAPA-FILTERS	329.92	2 95146	329.92
			5932 0019 6038 11	FASTENAL-SPRAY ADHESIVE	83.16	2 75065	83.16
			5932 0019 6038 11	NUTRIEN AG-PROPANE	20.89	2 75065	20.89
			5932 0019 6038 11	FASTENAL-TAP BOLTS	62.94	2 85125	62.94
			5932 0019 6038 11	TITAN MACHINE-SEAT BAR SWITCH	115.90	2 95065	115.90
			5932 0019 6038 11	NAPA-REDUCER	6.16	2 25064	6.16
			5932 0019 6038 11	KELLY SPLY-CONNECTOR	11.18	2 95126	11.18
			5932 0019 6038 11	FASTENAL-KNEELING PAD	142.57	2 95065	142.57
			5932 0019 6038 11	NAPA-FILTERS	112.84	2 95146	112.84
			5932 0019 6038 11	NAPA-SOCKET	3.91	2 25064	3.91
			5932 0019 6038 11	NUTRIEN AG-PROPANE	17.10	2 75065	17.10
			5932 0019 6038 11	BIG G-SCOOPS, VAC BAGS	28.70	2 75065	28.70
			5932 0019 6038 11	LINWELD-BANDSAW BLADES	116.31	2 75065	116.31
			5932 0019 6038 11	KELLY-GATE VALVE	192.18	2 85125	192.18
			5932 0019 6038 11	MCMMASTER CARR-TUBE CUTTER	102.46	2 25064	102.46
			5932 0019 6038 11	JAMESTOWN-SEALANT	516.85	2 85125	516.85
			5932 0019 6038 11	FASTENAL-SILICONE	427.57	2 85127	427.57
			5932 0019 6038 11	FASTENAL-LOCKWASHERS	14.95	2 75125	14.95
			5932 0019 6038 11	NUTRIEN AG-PROPANE	20.89	2 75065	20.89
			5932 0019 6038 11	KULLY-BUSHING	7.37	2 85125	7.37
			5932 0019 6038 11	KULLY-ROUND STEEL	34.52	2 85125	34.52
			5932 0019 6038 11	ECHO-PLIERS	79.65	2 25064	79.65
			5932 0019 6038 11	ECHO-LAMPS	49.95	2 75125	49.95
			5932 0019 6038 11	DUTTON-JACK	44.85	2 75065	44.85
			5932 0019 6038 11	NAPA-GEAR WRENCH, BRAKE CLE/	85.57	2 25064	24.20
						2 75065	61.37
			5932 0019 6038 11	FASTENAL-MACHINE SCREWS	3.73	2 75065	3.73
			5932 0019 6038 11	KELLY SPLY-SILICONE	225.71	2 75065	225.71
			5932 0019 6038 11	KULLY-FLAT IRON	4.65	2 85127	4.65
			5932 0019 6038 11	PIPING RESOURCES-SOCK-O-LETS	16.88	2 85125	16.88
			5932 0019 6038 11	BIG G-CLOROX, KNEE PAD, HEATEF	122.96	2 25064	26.57
						2 75065	54.14
						2 95065	42.25
			5932 0019 6038 11	FASTENAL-SPRING PIN	13.58	2 95065	13.58
			5932 0019 6038 11	KELLY SPLY-BLIND FLANGE	407.80	2 20480	407.80
			5932 0019 6038 11	FASTENAL-UNION, NIPPLE	30.13	2 85115	30.13
			5932 0019 6038 11	FASTENAL-BOLTS	63.45	2 85125	63.45
			5932 0019 6038 11	FASTENAL-EMERY CLOTH	44.67	2 75065	44.67
			5932 0019 6038 11	LINWELD-FLAP DISKS, JACKET, GL	125.90	2 75065	96.46
						2 79275	29.44
			5932 0019 6038 11	NAPA-SOCKETS	17.85	2 25064	17.85
			5932 0019 6038 11	EAKES-TONER	94.15	2 75065	94.15
			5932 0019 6038 11	MCMMASTER CARR-STEEL PLATE	68.95	2 85135	68.95
			5932 0019 6038 11	AIRGAS-PAINT PENS	10.21	2 75065	10.21
			5932 0019 6038 11	BIG G-FILTERS, KEY STOCK, FAST	56.42	2 75065	56.42
			5932 0019 6038 11	ECHO-REDUCING BUSHING	60.34	2 75115	60.34
			5932 0019 6038 11	ECHO-ENCLOSURES	207.79	2 20480	207.79
			5932 0019 6038 11	PIPING RESOURCES-INSERTS	22.34	2 20480	22.34
			5932 0019 6038 11	BIG G-BLOCKS, SCOUR PAD, CORD	52.84	2 75065	52.84
			5932 0019 6038 11	KULLY-EXPANDED METAL	86.62	2 85125	86.62
			5932 0019 6038 11	FASTENAL-STUDS, NUTS	80.75	2 85127	80.75
			5932 0019 6038 11	BIG G-TAPE, SPRY PAINT, HEATER	81.67	2 75065	39.42
						2 95065	42.25
			5933 0019 5500 11	BIG G-KEYS	7.67	2 25115	7.67
			5933 0019 5500 11	BCKYRD BRGRS-MEAL STOR INTEG	21.22	1 69220	21.22
			5933 0019 5500 11	CENEX-FUEL STORAGE INTEGR SU	31.50	1 69220	31.50
			5933 0019 5500 11	MCDONALDS- MEAL STORAGE INTE	8.13	1 69220	8.13
			5933 0019 5500 11	MCDONALDS- MEAL STORAGE INTE	8.02	1 69220	8.02

Distribution Register by Check



ACH PAYMENTS

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From Check Date: 12/02/2019 - To Check Date: 12/02/2019

Check No	Supplier	Supplier Name	Invoice Number	Invoice Description	Invoice Amt	Charge Code	GL Amount
			5933 0019 5500 11	F PRYOR SEMIN-1ST TIME MANAGE	712.00	2 79225	712.00
			5933 0019 5500 11	AMAZON-BADGE PROTECTORS	21.09	2 75065	21.09
			5933 0019 5500 11	F PRYOR SEMIN-TEAM BUILDING	687.00	2 79225	687.00
			5934 0019 5103 11	MENARDS-TELEPHONE	17.11	2 25060	17.11
					<u>35,565.85</u>		<u>35,565.85</u>
603281	76025	UNITED PARCEL SERVICE	00006838E9469	DELIVERY SERVICE	69.92	1 35079	9.73
						1 35531	31.19
					<u>69.92</u>	1 61630	<u>29.00</u>
							69.92
603282	79325	WESTERN AREA POWER ADMIN.	BFPB000951019	POWER PURCHASES	95,967.69	2 22322	95,967.69
					Checks & ACH Payments	2,016,738.54	
					Less Voided Checks	(310.58)	
					Less Discounts	(68.43)	
					<u>Grand Total</u>	<u>2,016,359.53</u>	

Combined 995,824.91
 Electric 1,020,534.62
 Grand Total 2,016,359.53

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

Type of Permit	# of Permits	Fees	Valuation
Electric	36	\$ 3,060.00	\$ 417,380.00
Gas	22	\$ 450.00	
Plumbing			
Inspection	33	\$ 1,305.00	
Utilities		\$ 20,388.21	
Building			
Issued	22	\$ 15,167.16	\$ 4,307,397.41
Demolition	3	\$ 180.00	
Sign Permits	5	\$ 150.00	
Fence Permits	3	\$ 90.00	
Street Access Permits	12	\$ 360.00	
Moving Permits	0	\$ -	
Roofing Permits	17	\$ 510.00	
Siding Permits	2	\$ 60.00	
Zoning and Filing Fees		\$ 1,010.00	
Out of District		\$ -	
Electric Cards		\$ 140.00	
Plumbing Cards		\$ 15.00	
Gas Cards		\$ 35.00	
Electric Exams		\$ -	
Plumbing Exams		\$ -	
Gas Exams		\$ -	
Occupation Tax		\$ 100.00	
Subtotals	155	\$ 43,020.37	\$ 4,724,777.41
HU Plbg. Reimbursement		\$ 19,988.60	
HU Out of District Fees		\$ -	
Total Collected	155	\$ 23,031.77	\$ 4,724,777.41

Don Threewitt, Director
Development Services Director

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

Type of Work and Occupancy	Totals		
	#		Valuation
Addition			
Factory and industrial, moderate hazard	0		\$ -
Residential, one and two family	2		\$ 80,988.32
Utility miscellaneous	1		\$ 24,729.60
Storage, moderate hazard	0		\$ -
Business	1		\$ 227,000.00
High Hazard	0		\$ -
Educational	1		\$ 171,142.74
Unfinished Basement	1		\$ 8,082.00
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	6		\$ 1,416,675.15
Utility miscellaneous	2		\$ 35,355.60
Business	0		\$ -
Factory and industrial, moderate hazard	0		\$ -
Assembly, arenas	0		\$ -
Assembly, general, community halls libraries, museums	0		\$ -
Grading	0		\$ -
Residential, multiple family	0		\$ -
Assembly, restaurants, bars, banquet halls	0		\$ -
Storage, moderate hazard	0		\$ -
Storage, low hazard	2		\$ 1,770,624.00
Residential, hotels	0		\$ -
0	0		\$ -
0	0		\$ -
0	0		\$ -
0	0		\$ -
0	0		\$ -
0	0		\$ -

Remodel			
Assembly, restaurants, bars, banquet halls	0		\$ -
Business	1		\$ 125,000.00
Factory and industrial, moderate hazard	1		\$ 15,000.00
Residential, multiple family	0		\$ -
Residential, one and two family	3		\$ 152,300.00
Storage, moderate hazard	1		\$ 125,000.00
Utility miscellaneous	2		\$ 25,500.00
Mercantile	0		\$ -
Unfinished basement	0		\$ -
Grading	0		\$ -
Assembly, arenas	0		\$ -
Assembly, churches	0		\$ -
Assembly, nightclubs	0		\$ -
Assembly, general, community halls libraries, museums	1		\$ 5,000.00
Residential, hotels	1		\$ 125,000.00
0	0		\$ -
0	0		\$ -
0	0		\$ -

Totals	26	\$	4,307,397.41
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**STATE OF NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT
CONTRACT NO. 19-DTR-103
[CFDA #14.228]**

This contract is entered into between the State of Nebraska Department of Economic Development ("Department") and the City of Hastings, Nebraska ("Grantee") upon the date of signature by both parties.

RECITALS:

A. The United States Department of Housing and Urban Development ("HUD") has designated the Department as administrator of and has awarded the Department funds for the Community Development Block Grant Program ("CDBG").

B. The Grantee submitted an application ("Application") to undertake community development activities ("Project" or "Program") authorized under the Housing and Community Development Act of 1974 ("HCDA" or "Act") and its corresponding federal regulations (24 C.F.R. Part 570) using CDBG funds.

C. The Department approved the Application with the authorized use of CDBG funds premised upon and conditioned on the Grantee fulfilling one of the three listed CDBG national objectives as a result of the CDBG-assisted activity:

1. LMI Area Benefit: This national objective is usually satisfied in the context of community development projects involving *public facilities* or *public improvements* that serve a primarily residential area with at least 51% low to moderate income ("LMI") residents.
2. LMI Limited Clientele: This national objective is usually satisfied when the *public facilities* or *public improvements* will be used for activities designed to benefit a particular group of persons (at least 51% of whom are LMI persons) rather than everyone in a general area.
3. SBA Prevention/Elimination: This national objective addresses the prevention or elimination of slum and blighted areas ("SBA"). It is usually satisfied in the context of community development projects involving public facilities or public improvements by demonstrating the activities undertaken prevent or eliminate objectively determinable signs of slum or blight in a defined slum or blighted area. The specific criteria for qualifications for this national objective can be found in the CDBG regulations.

Failing to fulfill a national objective will result in the disallowance of CDBG funding for the Project, and CDBG regulations require the Grantee to repay all CDBG funds to the Department.

D. Based upon the Application, SBA Prevention/Elimination is the proposed national objective that was established at the time of Project approval and will be used by the Department to ascertain if a CDBG national objective has been met by the Project.

AGREEMENT:

Premised on the Recitals above and in consideration of the mutual promises and understandings of the parties set forth below, the parties agree as follows:

PART I: TERMS AND CONDITIONS.

§1.01 Amount, Use, and Payment of CDBG Funds.

The total amount of CDBG funds to be paid by the Department to the Grantee for allowable expenses incurred will not exceed **Four Hundred Thirty-Five Thousand Dollars (\$435,000)**.

The *Nebraska Community Development Block Grant Program Administration Manual* ("Administration Manual") describes many restrictions governing the receipt of CDBG funds from the Department. Included among those restrictions are limitations on the amount of CDBG funds the Grantee is allowed to use for administration expenses. Only **Thirty-Five Thousand Dollars (\$35,000)** of CDBG funds may be used for approved administrative and audit expenses.

The CDBG funds granted to the Grantee must be used to fund the Project as detailed in the Application. The Project generally involves commercial rehabilitation for Hastings, Nebraska.

Requests by the Grantee for reimbursement of Project administration expenses will not be paid by the Department unless a CDBG Certified Administrator has been identified and is administering the Project at the time of each request for reimbursement of administration expenses. This requirement is applicable at all times throughout Project completion (including final Project reports).

To request payment of allowable expenses, the Grantee must submit a request for payment in the manner and form prescribed by the Department to the Housing and Community Development Division, Department of Economic Development, 301 Centennial Mall South, P.O. Box 94666, Lincoln, Nebraska 68509-4666.

§1.02 Time of Performance.

The time of performance for this contract is 24 months from November 21, 2019; therefore, the termination date of this contract will be November 20, 2021. All of the required activities and services, except for submission of final reports, administration, and audit, must be completed by or before this date. The provisions of this contract that

survive the termination date are specified in Part IV.

§1.03 National Objective Compliance—Failure Requiring Repayment by Grantee.

Failing to fulfill a national objective will result in the disallowance of CDBG funding for the Project, and CDBG regulations require the Grantee to repay all CDBG funds to the Department.

§1.04 Incorporation of RECITALS.

All provisions of the RECITALS are incorporated as agreed provisions of this contract.

PART II: SPECIAL CONDITIONS FOR RELEASE OF FUNDS.

Funding of the amount stipulated in §1.01 will not be released until the following special conditions for release of funds are met. These special conditions must be satisfactorily completed no later than February 21, 2020. The Department reserves the right to cancel the contract if these special conditions are not met by this date.

§2.01 Grantee Information Sheet.

The Grantee must submit a completed Program Grantee Information Sheet to the Department as prescribed.

§2.02 Environmental Review.

The Grantee must submit documentation to the Department evidencing the completion of its responsibilities for environmental review and decision making pertaining to the Project and its compliance with the National Environmental Policy Act of 1969 (NEPA) and other provisions of federal law, as specified in 24 C.F.R. Part 58, which further the purposes of NEPA.

§2.03 Authorization to Request Funds Form.

The Grantee must complete and return an Authorization to Request Funds form as prescribed by the Department.

§2.04 Financial Management.

The Grantee must submit documentation evidencing completion of all financial management system requirements and execution of the financial management certification form prescribed by the Department.

§2.05 Procurement Standards.

The Grantee must submit documentation to the Department evidencing adoption of appropriate procurement standards in compliance with provisions of federal law including, but not limited to, 24 C.F.R. Part 85, 24 C.F.R. §570.489, and 2 C.F.R. §§200.318 through 200.326 (with emphasis on the provisions in 2 C.F.R. §200.322 regarding procurement of recovered materials). Such procurement standards must include written standards of conduct covering conflicts of interest and governing the actions of the Grantee's employees engaged in the selection, award, and administration of contracts.

§2.06 Excessive Force Certification.

The Grantee must provide documentation that it has adopted a policy to prohibit the use of excessive force by local law enforcement agencies against any individual engaged in nonviolent civil rights demonstrations.

§2.07 Fair Housing.

The Grantee must submit documentation identifying its fair housing representative, and it must include the representative's name and contact information. The Grantee must submit a description of the actions it will take during the course of the Project to fulfill any requirements to affirmatively further fair housing and must also submit documentation demonstrating the actions that were actually taken, including the details of such actions (e.g. when the actions occurred, who participated, who benefitted, etc.). The requirement to submit documentation demonstrating the actions that were actually taken need not be submitted within the time frame for completion of the special conditions, but such documentation must be submitted prior to closeout of the grant. The Department's Administration Manual contains additional detail about affirmatively furthering fair housing.

§2.08 Implementation Schedule.

The Grantee must complete and submit the Nebraska CDBG Grantee Implementation Schedule Form. The Implementation Schedule will serve as the schedule for completion of the Project and may be used by the Department to assess Project progress.

§2.09 CDBG Certified Administrator Required.

The Grantee must submit documentation identifying the CDBG Certified Administrator that will be used for the Project. The Department's Administration Manual contains details about the certification process. Reimbursement of Project expenses will not be paid by the Department unless a CDBG Certified Administrator is identified and administering the Project at the time of the request for reimbursement.

§2.10 Limited English Proficiency.

The Grantee must submit documentation evidencing completion of its responsibilities to ensuring meaningful access to the Project activities and services for persons with Limited English Proficiency (“LEP”) as required by Title VI of the Civil Rights Act of 1964; Executive Order 13166; and HUD’s final “Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient (LEP) Persons”, which was published in the Federal Register on January 22, 2007 and which became effective on March 7, 2007 (“HUD LEP Guidance”).

Such documentation must include all of the following: (1) information identifying the LEP representative for the Grantee, including the representative’s name and contact information; (2) a Four Factor Analysis that is consistent with the HUD LEP Guidance; and (3) a description of the actions the Grantee will take during the course of the Project to fulfill the requirements to provide meaningful access to LEP persons. If deemed necessary as a result of the Four Factor analysis, the Grantee will also prepare and submit to the Department a Language Access Plan (“LAP”) that includes all elements of an effective LAP as defined by HUD.

The Grantee must also submit documentation demonstrating LEP services provided and keep records of all requests for LEP services and all LEP services actually provided. The requirement to submit documentation demonstrating the LEP services provided need not be submitted within the time frame for completion of the special conditions, but such documentation must be submitted prior to closeout of the grant.

§2.11 Other Special Conditions.

Grantee must resubmit a revised Application Exhibit F-1, required attachments were incomplete as submitted, including the boundary description.

Grantee must resubmit a revised Application Exhibit O-1, the materials submitted were not specific to this current project.

Program Guidelines (“Guidelines”) for the use of a Façade Improvement Program in relation to Commercial Rehabilitation activities associated with the Project must be submitted and approved by the Department, and then adopted by City Council Resolution or other comparable means of approval by the local government.

PART III: SOURCES AND USES OF FUNDS.

§3.01 Sources and Uses of Funds.

SOURCES→	CDBG	OTHER	TOTAL
USES (Activities)↓			
0590 Commercial Rehabilitation	\$400,000	\$120,000	\$520,000
0181 General Administration	\$35,000	\$0	\$35,000
TOTAL	\$435,000	\$120,000	\$555,000

The Sources and Uses of Funds table above reflects:

- The anticipated total costs of the CDBG-assisted Project.
- The CDBG-assisted activities being funded.
- The sources and amounts of other matching funds required for each activity.
- The maximum authorized CDBG funds for each CDBG-assisted activity.
- The ratio (derived by computation, not expressly shown) of CDBG funds to other matching funds for each CDBG-assisted activity that is a further limitation upon the maximum authorized CDBG funds which may be paid for each activity. The ratio is invoked as a limitation if the actual total costs of the activity are less than anticipated.

[An example illustrates this point: If the anticipated cost of an activity, such as the acquisition of equipment, was \$100,000—with \$40,000 to be from CDBG funds and \$60,000 to be from the benefited business—but the actual cost of the equipment turned out to be \$90,000, then the 40% ratio limits CDBG funding to \$36,000 rather than the \$40,000 originally anticipated.]

- The proportionality (derived by computation, not expressly shown) of funding from all funding sources for each activity and for the Project in total. Disbursement of CDBG funds will be made only on a pro rata basis with all other funding sources for each activity and for the Project in total. CDBG funds will not be the first funds invested in the Project, but rather CDBG funds will flow into the Project in proportion to all other funding sources.

PART IV: OTHER CONTRACTUAL CONDITIONS.

§4.01 Program Income.

Program income is regulated by the provisions of 24 C.F.R. §570.489(e). The exact text of this regulation should be consulted for definitions and other guidance concerning program income.

Program income generally means any gross income received by the Grantee or a subrecipient of the Grantee that was generated from the use of CDBG funds; however, some exceptions are detailed in 24 C.F.R. §570.489(e)(2). Program income includes, but is not limited to, the following:

- payments of principal and interest on loans made using CDBG funds.
- proceeds from the disposition (by sale or long-term lease) of real property purchased or improved with CDBG funds.
- proceeds from the disposition of equipment purchased with CDBG funds.
- interest earned on program income pending its disposition.
- interest earned on CDBG funds held in a revolving loan fund's cash balance interest-bearing account.

All program income received prior to the completion of the approved grant activities must be applied to those activities prior to requesting additional CDBG funds from the Department. In other words, the Grantee's pool of program income must be the "first out" and must be fully depleted before it may request "new" CDBG funds from the Department.

The Grantee agrees to treat all received and/or retained program income as additional CDBG funds subject to all requirements applicable to the CDBG Program. Additionally, the Grantee agrees to submit regularly occurring reports to the Department regarding program income and agrees, upon the Department's request, to maintain a contractual relationship with the Department for the duration of the time period in which the Grantee maintains program income.

§4.02 Matching Requirements.

The Grantee agrees to provide matching and other leveraged funds for each approved activity in the amounts, ratios, and proportions set forth in Part III. Matching and other leveraged funds must be expended during the grant period.

With each request for CDBG funds, the Grantee is required to certify the amount of matching funds applied to the Project. Project costs are to be paid from grant and matching funds as specified in Part III. The Grantee will be responsible for costs that exceed the total Project costs.

§4.03 Legal Authority and Acceptance of Environmental Review Responsibility.

By signing this contract, the Grantee certifies that it possesses the legal authority to accept CDBG funds and to carry out the Project described in this contract and that the Grantee's chief elected official:

- (a) Consents to assume the status of responsible federal official and the responsibilities for environmental review and decision making under the National Environmental

Policy Act of 1969 (NEPA) and other provisions of federal law as specified in 24 C.F.R. Part 58 which further the purposes of NEPA; and

- (b) Is authorized and consents, on behalf of the Grantee, to accept the jurisdiction of the federal courts for the purpose of enforcement of their responsibilities as such responsible federal official.

§4.04 Designation of Officials to Execute Contract and Amendments.

The Director of the Department or their designee is the official authorized to execute this contract and any amendments to this contract on behalf of the Department.

The Chief Elected Official of the Grantee or their designee is the official authorized to execute this contract and any amendments to this contract on behalf of the Grantee.

Either party may request amendments to this contract; however, amendments will not take effect until mutually agreed to in writing by both parties.

§4.05 Grantee Compliance with CDBG Regulations and Uniform Administrative Requirements.

The Grantee must comply with all applicable CDBG Regulations in 24 C.F.R. Part 570. The Grantee must also comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth in this contract and in 2 C.F.R. Part 200 (which have been adopted by HUD through 2 C.F.R. Part 2400) or any reasonably equivalent procedures and requirements that the Department may prescribe.

In particular, the Grantee agrees to establish internal controls in order to have reasonable assurance that the Grantee is carrying out the Project in compliance with federal statutes, regulations, and the terms and conditions of this contract, as required by 2 C.F.R. §200.303. The Grantee also agrees to comply with provisions regarding the protection of personally identifiable information, as required by 2 C.F.R. §200.303 and 2 C.F.R. §200.512.

§4.06 Record Keeping.

The Grantee agrees to keep the following records: (1) records as specified in 24 C.F.R. §570.506 *Records to be Maintained*; (2) adequate documentation to support costs charged to the CDBG Program; (3) records detailing procurement procedures followed by Grantee; (4) records that include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the Project, as required by 24 C.F.R. §570.490 for fair housing and equal opportunity purposes; and (5) any other records as the Department may reasonably require. The Grantee agrees to keep such records so the Department can perform a 24 C.F.R. §570.492 *State's review and audits*.

All records pertinent to this grant and work undertaken as part of the Project must be retained by the Grantee for the period required by 2 C.F.R. §200.333 (as interpreted by HUD and applied to the CDBG Program through 24 C.F.R. §570.490). The Grantee also agrees to comply with the methods for collection, transmission, and storage of information as described in 2 C.F.R §200.335.

The Department and any duly authorized official of the state and federal government will have full access to and the right to examine, audit, excerpt, and/or transcribe any of the Grantee's records pertaining to all matters covered by this contract. The Grantee agrees to transfer records pertinent to this grant and work undertaken as part of the Project to the Department upon request.

§4.07 Reports.

The Grantee must submit semiannual reports to the Department, in such form as it may prescribe, pertaining to the activities undertaken as a result of this contract. The Grantee will also be required to submit a final performance and financial report, in such form as the Department may prescribe, at grant closeout. All semiannual reports must be submitted to the Department no later than thirty (30) days following the end of the reporting period. All final performance and financial reports must be submitted to the Department no later than ninety (90) days after the termination date of this contract. Additionally, prior to closeout, the Grantee must submit documentation demonstrating the actions that were taken to affirmatively further fair housing and demonstrating the LEP services provided by the Grantee during the course of the grant.

§4.08 Cost Principles; Audits; Post-Closeout Adjustments and Continuing Responsibilities.

The Grantee is responsible for the efficient and effective administration of the CDBG funds provided to it under this contract. The Grantee agrees to administer the CDBG funds in a manner consistent with this contract, HUD's administrative requirements for the CDBG program, the provisions of the Department's Administration Manual, and all federal and state laws, regulations, and executive orders applicable to the CDBG-assisted Project.

Generally Accepted Government Auditing Standards (GAGAS) must be followed, and audits of this grant will be conducted in accordance with the Single Audit Act of 1984, as amended, and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200 (which have been adopted by HUD through 2 C.F.R. Part 2400). The Grantee is required by 2 C.F.R §200.512 to submit the required audit reporting package to the Federal Audit Clearinghouse ("FAC") within thirty (30) calendar days after receipt of the auditor's reports or nine (9) months after the end of the audit period, whichever is earlier. Audit costs are an allowable general administration cost subject to limitations established by the applicable law and the Department.

The closeout of this grant does not affect the right of the Department or any duly authorized official of the state and federal government to disallow costs and recover funds from the Grantee on the basis of a later audit or other review. In other words, the obligation of the Grantee to return any funds due as a result of an audit is not affected by closeout of this grant.

§4.09 Conflict of Interest.

The Grantee must comply with the conflict of interest prohibitions set forth for the CDBG program in 24 C.F.R. §570.489 and 2 C.F.R. §200.318 and in the Grantee's written standards of conduct covering conflicts of interest submitted to the Department as required in Part II. In the event prohibited conflicts of interest arise, the Grantee must inform the Department of such conflicts of interest as soon as possible. Exceptions to the prohibition may be granted by the Department on a case-by-case basis.

§4.10 Applicability to Subrecipients and Contractors.

All provisions of this contract will be made binding on any subrecipient or contractor of the Grantee, and the Grantee will, nonetheless, remain fully obligated under the provisions of this contract.

Any such subrecipient or contractor of the Grantee must be authorized to transact business in the State of Nebraska. All subrecipients and contractors are expected to comply with all Nebraska Secretary of State and Department of Revenue registration requirements, including any registration requirements pertaining to types of business entities (e.g. sole proprietorship, partnership, foreign/domestic limited liability company, association, or foreign/domestic corporation). Construction contractors are expected to meet all applicable requirements of the Nebraska Contractor Registration Act and provide a current, valid certificate of registration to the Grantee for its records.

Upon request of the Department, the Grantee must submit copies of written agreements executed between the Grantee and any subrecipients or contractors relating to the Project.

§4.11 Funding Source Recognition.

Prior to referring to the Project or Project activities in publications, the Grantee must inform the Department and, if requested, include a reference to the CDBG funding made available for the Project.

§4.12 Intellectual Property.

If the Project results in any copyrightable material or inventions, the Department and/or the State of Nebraska reserves the right to a royalty-free, non-exclusive, and irrevocable

license to reproduce, publish, or otherwise use and/or authorize others to use the work or materials for governmental purposes.

§4.13 Religious Activities.

The Grantee agrees that CDBG funds provided under this contract will not be used for inherently religious activities, such as worship, religious instruction, or proselytization, prohibited by 24 C.F.R. 570.200(j).

§4.14 Title, Use, and Disposition of Property/Supplies/Equipment; Insurance.

The Grantee agrees to comply with the provisions of 2 C.F.R. §§200.311 through 200.316 regarding the title, use, and disposition of property, supplies, and equipment.

In accordance with 2 C.F.R. §200.310, the Grantee agrees to, at a minimum, provide insurance coverage that is equivalent to the insurance it provides for its other property for the real property and equipment acquired or improved with CDBG funds.

§4.15 Anti-Lobbying.

To the best of the Grantee's knowledge and belief: no federal appropriated funds have been paid or will be paid by or on behalf of the Grantee to any person for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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

§4.16 Waivers and Assignment of Interest.

No conditions or provisions of this contract can be waived unless approved by the Department in writing. The Grantee may not assign or transfer any interest in this contract to any other party without the written consent of the Department.

§4.17 Non-Waiver of Rights.

The Department's failure to insist upon the strict performance of any provision of this contract or to exercise any right based upon breach will not constitute a waiver of any rights under this contract.

§4.18 Severability.

If any provision of this contract or its application to any person or circumstances is held invalid by any court of competent jurisdiction, the invalidity will not affect other provisions of this contract.

§4.19 Early Termination; Termination by Mutual Agreement.

The Department may terminate this contract for any reason upon sixty (60) days written notice to the Grantee.

This contract may also be terminated, in whole or in part, prior to the completion of project activities when both parties agree that continuation is not feasible or would not produce beneficial results commensurate with the further expenditure of funds. In the event of mutual termination, the parties must agree on the termination conditions, including the effective date and the portion to be terminated.

The Grantee may not incur new obligations for the terminated portion after the effective date and must cancel as many outstanding obligations as possible. The Department will make funds available to the Grantee to pay for allowable expenses incurred before the effective date of termination.

§4.20 Termination for Cause.

In the event of a default or violation of the terms of this contract by the Grantee or a failure to use the grant for only those purposes set forth herein, the Department may take the following actions (which are supplemental to other default remedies specified elsewhere in this contract):

- (a) Suspension. After notice to the Grantee, the Department may suspend the contract and withhold any further payment or prohibit the Grantee from incurring additional obligations of grant funds pending corrective action by the Grantee or a decision to terminate.
- (b) Termination. The Department may terminate the contract, in whole or in part, at any time whenever it is determined that the Grantee has failed to comply with the terms and conditions of the contract. The Department will promptly notify the Grantee in writing of the determination to and the reasons for termination, along with the effective date. Payments made to the Grantee or recoveries by the Department under contracts terminated for cause will be in accordance with the

legal rights and liabilities of the parties. Payments and recoveries may include, but are not limited to, payments allowed for costs determined to be in compliance with the terms of this contract up to the date of termination. The Grantee must return all unencumbered funds, and any costs previously paid by the Department that are subsequently determined to be unallowable through audit and closeout procedures may be recovered from present grant funds or deducted from future grants.

§4.21 Termination Due to Loss of Funds.

This contract may terminate, in full or in part at the discretion of the Department, in the event the Department suffers a loss of funding or a termination of the federal funds which permit it to fund this grant. In the event it suffers such a loss of funding, the Department will give the Grantee written notice which will set forth the effective date of full or partial termination or, if a change in funding is required, setting forth the change in funding.

§4.22 State of Nebraska Non-Liability/Hold Harmless.

The Grantee must hold the State of Nebraska and the Department harmless from any and all claims, demands, and actions based upon or arising out of any activities or services performed by the Grantee or by its officials, officers, employees, agents, or associates.

§4.23 Entire Agreement; Binding Effect; Counterparts.

This instrument and any attachments, the approved Application, and those items incorporated by reference contain the entire agreement between the parties. Any statements, inducements, or promises not contained therein will not be binding upon the parties.

This agreement will be binding upon and will inure to the benefit of the successors, assigns, and legal representatives of the parties.

This agreement or any amendment to this agreement may be signed in any number of counterparts; each of which will be considered an original, and all of which taken together will constitute one agreement or amendment, as the case may be.

§4.24 Governing Law.

This agreement shall be governed by, construed according to the laws and regulations of, and subject to the jurisdiction of the State of Nebraska.

§4.25 Verification of Work Eligibility Status for New Employees.

The Grantee 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.

In this context, "new employees" means employees hired on or after the effective date of this contract. 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.

This contractual obligation to verify work eligibility status for new employees physically performing services within the State of Nebraska also applies to any and all subcontractors utilized by the Grantee in performing this contract. The Grantee will be responsible to the Department for enforcing this requirement with its subcontractors.

A failure by the Grantee to adhere to these requirements is a violation of the statutory requirements of Neb. Rev. Stat. §4-114 and, as such, will be deemed a substantial breach of this contract which could result in the Department declaring the Grantee to be in default on the contract.

§4.26 Debarment, Suspension, and Ineligibility; Universal Numbering System and Registration Requirements.

By executing this contract, the Grantee certifies, represents, and warrants that the Grantee and all subrecipients or contractors to be used by the Grantee in performing this contract are not debarred, suspended, proposed for debarment, placed in ineligibility status, or voluntarily excluded from covered transactions by HUD or any other federal agency under the provisions of Executive Order 12549 "Debarment and Suspension" and any applicable government debarment and suspension regulations. The Grantee agrees to immediately notify the Department if it or any of its subrecipients or contractors become sanctioned or debarred. The Grantee acknowledges that suspension or debarment and/or use by the Grantee of suspended or debarred subrecipients or contractors is cause for termination of this contract.

The Grantee agrees to comply with all requirements established by the Office of Management and Budget ("OMB") concerning participation in the Dun and Bradstreet Data Universal Numbering System ("DUNS"), registration with the Federal System for Awards Management ("SAM"), and maintenance of such participation and registration.

§4.27 Mandatory Disclosures.

As required by 2 C.F.R. §200.113, Grantee must immediately disclose to the Department, HUD, and/or other appropriate authorities (with a copy to the Department) all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the use of CDBG funds provided under this contract.

§4.28 Force Majeure.

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster or other similar event outside the control of and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The Department may grant relief from performance of the contract if the Grantee is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Grantee. To obtain release based on a Force Majeure Event, the Grantee shall file a written request for such relief with the Department.

Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

§4.29 Drug Free Workplace.

The Grantee agrees to maintain a drug free workplace environment to ensure worker safety and workplace integrity and agrees to provide a copy of its drug free workplace policy at any time upon request by the Department.

§4.30 Notice.

Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed by U.S. Mail, postage prepaid and return receipt requested, to the parties at their respective addresses set forth in the Application, in this contract, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or four (4) calendar days following deposit in the mail.

§4.31 Survival.

The terms of this contract regarding national objective compliance, program income, use of funds, matching requirements, record keeping, audits, reports, and notice (and other terms that by their nature should survive the termination or expiration of this contract) shall survive expiration or termination of this contract.

§4.32 Verification of Lawful Presence for Public Benefits Eligibility.

The Department of Economic Development is prohibited by state law (Neb. Rev. Stat. §4-108) from providing public benefits to a person not lawfully present in the United States. Public benefits are statutorily defined broadly (see Neb. Rev. Stat. §4-109); however, some exemptions from the verification of lawful presence requirement are set forth in Neb. Rev. Stat. §4-110. For the purposes of this contract, the Department has determined that, in the performance of its contractual duties, the Grantee is providing public benefits to individuals or households under the statutory definition of public benefits.

Consequently, pursuant to this contract and Neb. Rev. Stat. §§4-108 through 4-114, the Grantee shall have each applicant for public benefits under this contract complete the United States Citizenship Attestation Form attached to this contract and available on the State of Nebraska Department of Administrative Services website at www.das.state.ne.us. The Attestation Form serves as the applicant's attestation that he or she is a U.S. citizen or a qualified alien under the federal Immigration and Nationality Act (8 U.S.C. 1101 et seq.). If the applicant attests they are a qualified alien, the Grantee shall verify the applicant's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

The Grantee must:

1. retain the attestation form and any additional verification documentation required because the applicant attested they were a qualified alien;
2. provide such attestation form and other documentation (or copies thereof) to the Department upon request;
3. maintain aggregate records for the duration of the contract showing: (a) the number of applicants for public benefits under this contract and (b) the number of applicants rejected pursuant to the lawful presence requirement; and
4. provide a summary report to the Department no later than December 31st each calendar year reflecting data for such calendar year (or portion of such year when there is not a full calendar year of activity under this contract) so that the Department can fulfill its annual reporting obligation to the Nebraska Legislature concerning these "lawful presence" requirements.

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PART V: COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS.

The Grantee agrees to comply with the administrative requirements for the CDBG program established by the Department and HUD, with the provisions of the Department's Administration Manual, and with all federal and state laws, regulations, and executive orders applicable to the CDBG-assisted Project, as now in effect and as such law may be amended, during the term of this contract including, but not limited to:

- Housing and Community Development Act of 1974, as amended ("HCDA").
- 24 C.F.R. Part 570.
- National Environmental Policy Act of 1969 and regulations at 24 C.F.R. Part 58.
- Clean Air Act and Federal Water Pollution Control Act, as amended.
- Federal Restrictions on the use of the power of eminent domain.
- The Davis-Bacon Act (and related requirements).
- Contract Work Hours and Safety Standards Act (and related requirements).
- Copeland "Anti-Kickback" Act (and related requirements).
- Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act, and regulations at 24 C.F.R. Part 35.
- Section 3 of the Housing and Urban Development Act of 1968; and 24 C.F.R. Part 135.
- The Architectural Barriers Act of 1968 and the Americans with Disabilities Act.
- The requirement in the HCDA to affirmatively further fair housing.
- 2 C.F.R. Part 200, The Federal Funding Accountability and Transparency Act, and related federal requirements.
- Byrd Anti-Lobbying Amendment (and related acts and requirements).
- The Equal Employment Opportunity Act; The Vietnam Era Veterans' Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002); The Immigration Reform and Control Act of 1986; and The Americans with Disabilities Act of 1990; the Nebraska Fair Employment Practices Act; and related acts and requirements.
- Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968 (The Fair Housing Act); the Age Discrimination Act of 1975; Section 504 of the Rehabilitation Act of 1973; The Housing for Older Persons Act of 1995; and related acts and requirements.
- Nebraska Uniform Energy Efficiency Standards, §§81-1608 to 81-1626.

ACCEPTANCE PROVISIONS.

The parties acknowledge they have read and understand this contract, they agree to its provisions, and that it will be effective on the date when both parties have signed.

NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT	GRANTEE → City of Hastings, Nebraska
By: _____ (Director or Designee)	By: _____ (Authorized Official)
_____ (Typed or Printed Name/Title)	_____ (Typed or Printed Name/Title)
_____ (Date)	_____ (Date)

United States Citizenship Attestation Form

For the purpose of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows:

☐ I am a citizen of the United States.

— OR —

☐ I am a qualified alien under the federal Immigration and Nationality Act, my immigration status and alien number are as follows:

_____,
and I agree to provide a copy of my USCIS documentation upon request.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete, and accurate, and I understand that this information may be used to verify my lawful presence in the United States.

PRINT NAME	 _____ (First, Middle, Last)
SIGNATURE	 _____
DATE	 _____

Department: Police
Staff Contact: Adam Story
Council Meeting Date: 12/9/2019

AGENDA ITEM SUMMARY SHEET

Description of Item:

Police - Approval of Global Public Safety Contract for Tac.10 Report Management and CAD Software.

Names of People/Business affected by this action:

Why Council action is required:

Approval of Contract

Type of action requested:

Suggested motion:

Police - Approval of Global Public Safety Contract for Tac.10 Report Management and CAD Software.

Deadlines associated with action:

Department head comments:

Chief Story will give an overview of the contract/agreement to council.

City Administrator comments:

Recommend approval



Global Public Safety MASTER PURCHASE, LICENSE & SERVICES AGREEMENT

This *Master Purchase, License & Services Agreement* which includes the attached Exhibits (this "Agreement") is between "**Global Software, a division of N. Harris Computer Corporation**" ("**GLOBAL**"), and **City of Hastings, Nebraska** ("**Customer**"). This Agreement sets forth the terms and conditions under which GLOBAL will furnish the GLOBAL Offerings described on a Quotation/Order Form and/or Statement of Work executed by the Parties to Customer.

The attached Exhibits include:

Exhibit AMILESTONE PAYMENT SCHEDULE

Exhibit B...ANNUAL MAINTENANCE TERMS

Customer	<u>City of Hastings</u>	Contact:	<u>Adam Story, Chief of Police</u>
Address:	<u>220 North Hastings Avenue</u>	Email:	<u>AStory@hastingspolice.org</u>
	<u>Hastings, NE 68901</u>	Phone:	<u>(402) 461-2380</u>
		Mobile:	<u></u>

By signing below, each of us agrees to the terms and conditions of this Agreement together with the attached Exhibits. This Agreement contains the complete and exclusive statement of the agreement between us relating to the matters referenced herein and replaces any prior oral or written representations or communications between us, including any agreement entered into between Customer and ETS Development Group, LLC ("Sleuth"), now owned by N. Harris Computer Corporation, for the delivery of Sleuth software and services. This Agreement shall apply to Customer's purchase and license of Software and/or Services (collectively, "GLOBAL Offerings") described on a Quotation/Order Form and/or Statement of Work executed by the parties. After execution of this Agreement, Customer may from time to time purchase additional GLOBAL Offerings by executing additional Quotation/Order Forms and/or Statement of Works with GLOBAL. The parties executing this Agreement on behalf of GLOBAL and the Customer each warrant that [he][she] is duly authorized by their respective party to execute this Agreement on behalf of their respective party and so bind them to the terms and conditions noted herein.

ACKNOWLEDGED AND AGREED TO BY:

N. Harris Computer Corporation

City of Hastings
(Customer)

By: _____	By: _____
	Authorized Signature Title
Name: _____	By: _____
	Authorized Signature Title
Date: _____	Date: _____

1. Definitions.

"ANNUAL MAINTENANCE TERM" has the meaning set forth in Exhibit 2, Annual Maintenance Terms, Section 1, attached hereto.

"AUTHORIZED COPIES": Except as provided in Section 2, the only authorized copies of the Software and Documentation are the copies of each application software package defined in this Paragraph. They are:

- a. The single copy of the Software and the related Documentation delivered by GLOBAL under this Agreement; and
- b. Any additional copies made by Customer as authorized under Section 2

"CONFIDENTIAL INFORMATION": Information disclosed or obtained by one party in connection with, and during the term of, this Agreement and designated as "Confidential" by the party claiming confidentiality at the time of disclosure. Confidential Information does not include any information which was previously known to the other party without obligation of confidence or without breach of this Agreement, is publicly disclosed either prior or subsequent to the other party's receipt of such information, or is rightfully received by the other party from a third party without obligation of confidence.

"CUSTOMER LIAISON": A Customer employee assigned to act as liaison between Customer and GLOBAL for the duration of the Agreement. Within ten (10) days of the Effective Date, Customer shall notify GLOBAL of the name of the Customer Liaison.

"CUT LIVE" shall mean the moment a Customer processes a live call through its System.

"DOCUMENTATION" shall mean the reference, installation, administrative and programmer manuals relating to the use of the Software delivered by GLOBAL to Customer with the Software. Documentation shall not include marketing materials.

"EFFECTIVE DATE" shall mean the latter of the two dates in the above signature block.

"QUOTATION/ORDER FORMS" shall mean the GLOBAL ordering schedules which are signed by GLOBAL and Customer to place orders for GLOBAL's Software products, Third Party Software, or Services under this Agreement

"SERVICES" shall mean the Professional Services described in Section 10 below, and Software Maintenance, collectively.

"SITE" shall mean a specific, physical location of Customer's business at which the System is deployed as set forth in the applicable Quotation/Order Form.

"SOFTWARE" shall mean all or any portion of the Software Product(s) and Documentation provided by GLOBAL and its sub-licensors to Customer, whether in machine-readable or printed form, which Software Product(s) are listed in the applicable Quotation/Order Form and all corrections, updates, upgrades, and enhancements thereto.

"SOFTWARE LICENSE" has the meaning set forth in Section 2 below.

"SOFTWARE MAINTENANCE" shall have the meaning set forth in Section 4.a below.

"SOFTWARE PRODUCTS" shall mean the individual Software products identified, enumerated, and set forth in the SOW and the Quotation/Order Form.

"STATEMENTS OF WORK" or **"SOWs"** shall mean statements of work which are signed by GLOBAL and Customer (or a Customer Affiliate) to place orders for professional services to be performed by GLOBAL under this Agreement.

"SUBLICENSED SOFTWARE" shall mean those components of the Software that are sublicensed by GLOBAL.

"SUPPORTED SOFTWARE" shall mean Software for which Customer is entitled to receive Software Maintenance.

"SYSTEM" shall mean the Software, Third Party Software and Services described in the applicable Quotation/Order Form or Statement of Work.

"SYSTEM CHARGE" shall mean collectively, as specified in each Quotation/Order Form or Statement of Work (as applicable), the fees for Software and Third Party Software licenses and fees for installation, training and other services.

"THIRD PARTY SOFTWARE" shall mean the software necessary for the equipment to function properly to allow the Software Products to operate on the equipment, and shall include (I) open source software provided to Customer by GLOBAL; and/or (II) operating system software and database software, if any, provided to Customer by GLOBAL. This definition of Third Party Software expressly excludes any products that are considered Software.

"UPGRADE" shall mean any enhanced and/or improved versions of the Software released after execution of this Agreement.

"USERS" has the meaning set forth in Section 2 below.

2. **Software License and Restrictions.** Contingent upon Customer's compliance with the terms of this Agreement and with all Site, quantity, User and use restrictions detailed in a SOW or Quotation/Order Form, GLOBAL, and its sub-licensors, grants to Customer a perpetual (subject to Paragraph 12), non-exclusive and non-transferable license to install and permit its employees ("Users") to use the Software solely for Customer's internal purposes ("Software License"). Customer shall not copy the Software except that Customer may create a limited number of copies of the Software as reasonably necessary for archival or back-up purposes. Customer shall not sublicense, redistribute or otherwise allow third parties to use the Software, directly or indirectly, whether on a time sharing, remote job entry or service bureau arrangement or otherwise. Customer will not engage any third party to host the Software for Customer's use, nor will Customer host for others or otherwise make the Software available for use by others. Customer will not modify or prepare derivative works of the Software. Customer will not reverse compile, reverse engineer or reverse assemble the Software or otherwise attempt to derive or obtain any portion of the Software source code. If Customer fails to pay all fees specified in Exhibit A, including Annual Maintenance Fees, then Customer shall forfeit the right and license to use the System and shall return them to GLOBAL.

3. Installation and Training. GLOBAL will provide the installation services and training services specified in a Quotation/Order Form or Statement of Work. Customer will provide prompt and reasonable access to Customer's information, documentation, facilities, equipment, hardware and personnel as requested by GLOBAL to facilitate GLOBAL's performance of the installation services and training services.

4. Maintenance & Support.

a. Software Maintenance. Subject to Customer's payment of the applicable maintenance fees ("Software Maintenance Fees") to GLOBAL, GLOBAL will provide maintenance, software correction and support services for the Software, excluding Third Party Software and Project Deliverables, (such services, "Software Maintenance") during the Customer's Annual Maintenance Term and the concurrent initial one-year warranty period. Software Maintenance will be provided in accordance with GLOBAL's Annual Maintenance Terms, in effect as of the Effective Date.

b. No Additional Maintenance. GLOBAL will have no obligation to provide any maintenance or support services beyond such Software Maintenance as Customer may be entitled to receive by virtue of having paid the associated fees unless such maintenance or support services are expressly set forth in an Quotation/Order Form or Statement of Work.

d. Maintenance Lapse. Customer will not be eligible to receive Software Maintenance unless Customer has received such maintenance continuously from the Effective Date or Customer first pays to GLOBAL the fees that would have been paid to GLOBAL by Customer for any period in which Customer did not elect to receive such maintenance. If this Agreement terminates or Customer discontinues Software Maintenance for any reason, and then subsequently desires (with GLOBAL's permission) to purchase or reactivate Software Maintenance in the future, such repurchase or reactivation will be at the prevailing rates at the time of repurchase or reactivation. However, in the event the Software has been updated or replaced by GLOBAL in the interim period, GLOBAL will have to install the new/updated Software for which the Customer could incur an installation charge and a Software license charge, which may or may not require updated equipment to be purchased by Customer.

5. Fees & Additional Purchases.

a. Payment Terms. The attached Exhibit A sets forth the manner in which fees and payments will be allocated and made under this Agreement. Customer will pay without deduction or set-off the fees set forth on the Quotation/Order Form for each GLOBAL Offering purchased or licensed by Customer and services ordered under any Statement of Work. All payments are due within 30 days of the invoice date. Late payments will incur a charge of 1.0% per month, not to exceed the maximum amount allowed by law. Customer shall pay any and all applicable federal, state and local sales, use, value added, excise, duty and any other taxes of any nature (except any taxes based on GLOBAL's net income) assessed on the GLOBAL Offerings. To the extent Customer imposes additional requirements on GLOBAL for Services other than those expressly provided in this Agreement, GLOBAL retains the right to make additional price adjustments and/or any other adjustments that may be necessitated. Before performing these additional Services, GLOBAL will notify Customer that the Services are subject to additional charge(s).

b. If Customer wishes to add additional GLOBAL Offerings, Customer agrees to pay the additional fees at the then current Software and Services prices in effect. Software Maintenance Fees shall be increased according to the additional Software fees on the next annual billing date after the additional Software is added. With said payment, the license provided in Section 2 permits Customer's use of the Software.

c. Annual Software Maintenance Fees. During the Initial Term, Software Maintenance is included in Customer's annual milestone payments set forth in Exhibit A. For each Renewal Term, Customer shall pay without deduction or set-off annual Software Maintenance Fee(s) referred to herein as "Annual Maintenance Fee(s)" as set forth on the Quotation/Order Form for each GLOBAL Offering purchased or licensed by Customer. GLOBAL reserves the right to increase Customer's Annual Maintenance Fees on the anniversary of Customer's Software Maintenance renewal. All payments are due within 30 days of the invoice date. Late payments will incur a charge of 1.0% per month, not to exceed the maximum amount allowed by law. Customer shall pay any and all applicable federal, state and local sales, use, value added, excise, duty and any other taxes of any nature (except any taxes based on GLOBAL's net income) assessed on Customer's Annual Maintenance Fees. In addition, should Customer cancel Software Maintenance after the start of the new Annual Maintenance Term, Customer is not entitled to a refund and all unpaid Annual Maintenance Fees are due and payable in full. If Customer fails to pay such invoice within thirty (30) days, a reinstatement fee may be charged in addition to the annual support and maintenance fee. GLOBAL reserves the right to deliver all invoices to Customer via email.

d. Exclusions. The System Charge does not include, and Customer agrees to pay, any additional sums for:

- (i) Equipment, Software, Third Party Software and services not included as part of the System Charge and requested by Customer (including software changes or reconfiguration).
- (ii) Services required by or incurred due to: (1) incomplete site preparation, in accordance with an agreed-upon schedule; or (2) any Third Party Software not furnished with the System that either fails to interface or integrate with the System or materially impairs the System's operation.
- (iii) All of GLOBAL's direct, out-of-pocket travel and associated living expenses, including applicable travel policy per diems and other travel fees.
- (iv) Charges for shipping, freight, insurance, loading, unloading and storage associated with the delivery, installation and repair of the System.

6. Confidentiality.

a. Subject to the requirements of the Freedom of Information Act (FOIA) and/or other comparable applicable state law, each party shall hold all Confidential Information in trust and confidence for the party claiming confidentiality and not use such Confidential Information absent express written consent by the party claiming confidentiality. The other party

agrees not to disclose any such Confidential Information, by publication or otherwise, to any other person or organization unless disclosure is required by the public records law of the State of Nebraska. Customer agrees to timely notify GLOBAL of any request(s) made for disclosure of confidential information.

b. Customer hereby acknowledges and agrees that all Licensed Products are Confidential Information and proprietary to GLOBAL. In addition to the other restrictions set forth elsewhere in this Agreement or otherwise agreed to in writing, Customer agrees to implement all reasonable measures to safeguard GLOBAL's proprietary rights in the GLOBAL Offerings, including without limitation the following measures:

- (i) Customer shall only permit access to the GLOBAL Offerings to those employees who require access and only to the extent necessary to perform Customer's internal processing needs.
- (ii) Customer shall not permit removal of copyright or confidentiality labels or notifications from its proprietary materials; and
- (iii) Customer shall not attempt to disassemble, decompile or reverse engineer the Software.

c. In the event that a party is required by law to disclose Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt prior notice of such pending disclosure so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. The Receiving Party shall cooperate with any attempts by the Disclosing Party to obtain such protective order or other appropriate remedy. In the absence of a protective order or a receipt of a waiver, the Receiving Party agrees to furnish only that portion of the Confidential Information that it is legally required to disclose and such disclosure shall not be a breach of this Agreement.

d. Notwithstanding the foregoing: nothing herein shall be construed as to prevent GLOBAL or its employees from providing services or developing materials that are similar or identical to or competitive with those developed or provided under this Agreement; GLOBAL may disclose Customer's Confidential Information to contractors engaged by GLOBAL to assist in the performance of any Services hereunder; GLOBAL may disclose to its sub-licensors Customer's identity and such other information regarding Customer's use of the Software as such sub-licensors may require be disclosed by GLOBAL; and GLOBAL may use any ideas, concepts, know-how and techniques used, discovered or reduced to practice while furnishing GLOBAL Offerings to Customer for the benefit of GLOBAL and other GLOBAL customers.

e. Customer agrees that in addition to any other remedies that may be available at law, equity or otherwise, GLOBAL shall be entitled to seek and obtain a temporary restraining order, injunctive relief, or other equitable relief against the continuance of a breach or threatened breach of this Section 7 on Confidentiality and Non-Disclosure.

7. Ownership. Except for the limited license set forth herein, all rights, title and interests to and in the Software and Services, including without limitation all trademarks, service marks, patents, copyrights, trade secrets and other proprietary rights therein, are reserved and will remain the exclusive property of GLOBAL or its sub-licensors. Customer will not take any action that jeopardizes GLOBAL's or its sub-licensors' proprietary rights. Customer acknowledges and agrees that it acquires no right in the Software, except the limited use license specified in Section 2 above. GLOBAL and its sub-licensors, as applicable, will own all rights in any Authorized Copies of the Software made by Customer. Customer agrees to take, at GLOBAL's sole expense, any actions reasonably requested by GLOBAL to reflect, confirm or perfect such rights in GLOBAL's or an applicable sub-licensor's name.

8. Warranty, Indemnity, Remedies.

a. Software Warranty. GLOBAL warrants, for Customer's benefit only, that Supported Software will perform substantially in accordance with the Documentation for a period of one (1) year after the date on which Customer's license for such Supported Software is i) initially installed by GLOBAL per the Quotation/Order Form and SOW, or ii) if by Customer, initially delivered to Customer by GLOBAL. GLOBAL's warranty shall not apply to Supported Software that has been modified by Customer or third parties, or to Supported Software that is installed on computer systems not approved by GLOBAL. Customer agrees to notify GLOBAL in writing before expiration of the preceding period of the failure of any Supported Software to satisfy the foregoing warranty and, after verification thereof by GLOBAL, GLOBAL will undertake to correct any reported error in accordance with its Annual Maintenance Terms. Customer acknowledges that the Software may not satisfy all of Customer's requirements and the use of the Software may not be uninterrupted or error-free. GLOBAL warrants, for Customer's benefit only, that it possesses the necessary intellectual rights to license to Customer the Supported Software provided hereunder.

b. Services Warranty. GLOBAL warrants that: (i) it will perform the Services in a professional and workmanlike manner; and (ii) the Project Deliverables will perform substantially in accordance with the specifications set forth in the applicable Statement of Work and applicable Documentation for a period of 30 days after delivery to Customer. Customer agrees to notify GLOBAL in writing before expiration of the preceding period of the failure of any Project Deliverable to satisfy the foregoing warranty and, after verification thereof by GLOBAL, GLOBAL will undertake to correct any reported error in accordance with its Annual Maintenance Terms.

c. Indemnity. If a lawsuit is brought against Customer claiming the Software, other than Third Party Software, infringes a U.S. copyright or misappropriates a third party trade secret, GLOBAL will defend Customer in the lawsuit at GLOBAL's expense, and GLOBAL will pay the damages and costs finally awarded against Customer or agreed upon in settlement in the action, but only if: (i) Customer notifies GLOBAL in writing promptly upon learning that a claim may be asserted, but in any case not later than five (5) days after Customer receives notice of such lawsuit; (ii) Customer grants GLOBAL sole control over the defense of the claim and any negotiation for its settlement or compromise; (iii) Customer accepts any remedial actions provided by GLOBAL pursuant to Paragraph 9(d) below; and (iv) Customer provides assistance as GLOBAL reasonably requests. GLOBAL's obligation to indemnify and save Customer harmless under this Section is void if

the claim of infringement arises out of or in connection with any modification made to the Software or any use of the Software not specifically authorized in writing by GLOBAL.

d. Other Rights. In the event of a claim under Paragraph 8(c) above, GLOBAL shall have the rights to: (i) replace the Software alleged to be infringing with non-infringing software that provides substantially the same functionality; (ii) procure for Customer the right to continue using the affected Software; and (iii) if GLOBAL determines that the foregoing actions set forth in clauses (i) and (ii) of this Paragraph 8(d) are not reasonably practicable or commercially reasonable, terminate Customer's license to use the Software alleged to be infringing and, if such termination occurs before the date that is five (5) years after the date the Software was first licensed by Customer, refund to Customer a pro-rata portion of the license fees paid for the Software based on a five (5) year straight-line depreciation schedule commencing upon such date. Paragraph 8(c) and this Paragraph 8(d) state Customer's exclusive remedy, and GLOBAL's exclusive liability, for any claim of infringement or misappropriation.

e. Limitations. GLOBAL will have no obligation to Customer under this Section 8 if: (i) any portion of the Software has been modified after delivery to Customer by any party other than GLOBAL; (ii) Customer does not promptly install each Upgrade, update and other fix or error correction provided to Customer by GLOBAL or its sub-licensors; (iii) an alleged infringement or misappropriation or warranty failure is based upon the combination of the Software with any software not provided to Customer by GLOBAL; or (iv) an alleged infringement or misappropriation or warranty failure was caused by GLOBAL's compliance with Customer's instructions or upon the incorporation of computer code or other materials into the Software at Customer's request.

f. Third Party Software. Customer acknowledges and agrees that Third Party Software provided to Customer by GLOBAL is provided to Customer pursuant to the terms of the licensor's applicable license, and Customer agrees to be bound thereby and that such terms govern any conflict between those terms and this Agreement. Customer will acquire only those rights in the Third Party Software granted by applicable license and accorded by applicable law. In the event that any Third Party Software provided by GLOBAL to Customer requires acceptance of a "shrink wrap" or "box top" license or agreement or execution of a "click-through" license or agreement for the access, opening, unpacking, installation or configuration thereof, Customer acknowledges and agrees that GLOBAL may act as an agent on Customer's behalf in accepting and executing such license or agreement on behalf of Customer. GLOBAL PROVIDES THE THIRD PARTY SOFTWARE "AS IS" AND WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. THE WARRANTIES, INDEMNITIES, AND REMEDIES SET FORTH IN THIS SECTION 8 DO NOT APPLY TO THIRD PARTY SOFTWARE OR ANY BREACH, INFRINGEMENT, OR MISAPPROPRIATION ALLEGED TO BE CAUSED BY THIRD PARTY SOFTWARE. Customer acknowledges it must look exclusively to the manufacturer of the Third Party Software for any warranty, maintenance, support or other service or remedy relating thereto. Software Maintenance does not apply to Third Party Software.

g. High Risk Activities. The GLOBAL Offerings and Project Deliverables may contain technology that is not fault-tolerant and is not designed or intended for use in hazardous environments or other applications requiring fail-safe performance, including without limitation, in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, direct life-support machines or any other application in which the failure of the GLOBAL Offerings or Project Deliverables could lead directly to death, personal injury or severe physical or property damage (collectively, "High Risk Activities"). Customer represents that it is not acquiring any of the GLOBAL Offerings for use with High Risk Activities and Customer agrees that GLOBAL shall have no liability of any kind relating to any GLOBAL Offering used in High Risk Activities.

h. Compliance with Laws. Customer agrees that it will comply with all U.S. and foreign laws, regulations and orders applicable to Customer's use of the Systems, including all applicable U.S. export control laws and U.S. Export Administration Regulations and related Executive Orders. Customer shall defend, indemnify, pay and hold harmless GLOBAL from and against all loss and liability arising out of or relating to Customer's failure to comply with such applicable U.S. and foreign laws, regulations or orders.

i. WARRANTY DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED HEREUNDER, TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, GLOBAL MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE SOFTWARE, SERVICES, GLOBAL OFFERING(S) OR ANY THIRD PARTY SOFTWARE OR OTHER MATERIALS, SERVICES, INFORMATION OR TECHNOLOGY, AND GLOBAL EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. Additional Professional Services. GLOBAL will provide the professional services described in each Statement of Work signed by the parties (the "Services"). Customer agrees that each such Statement of Work incorporates by reference the terms and conditions of this Agreement and constitutes a separate agreement for the purchase of Services. Any change in the scope of Services must be agreed upon in writing by GLOBAL and Customer, and may result in additional fees and scheduling changes, as determined by GLOBAL. If specified in a Statement of Work, GLOBAL will provide to Customer deliverable(s) created specifically for Customer (any such deliverables provided to Customer by GLOBAL being referred to herein as the "Project Deliverable"). Unless otherwise set forth in a Statement of Work or in this Agreement, Project Deliverables shall be deemed to be part of the Software for purposes of this Agreement. During installation of the System or any Project Deliverables, the Customer shall have the same responsibilities as are outlined in the Annual Maintenance Terms, including but not limited to the Customer's responsibility to provide GLOBAL with secure high speed remote access to all servers and work stations running the Software. Customer will grant access rights to all GLOBAL personnel so designated by GLOBAL as authorized by GLOBAL to need access rights.

10. Acceptance Testing.

a. Acceptance Testing Procedure. In the event a Quotation/Order Form specifies that Customer's acceptance of all or part of the order specified therein is subject to successful completion of acceptance testing, the following procedures and time periods shall apply: Customer will be entitled to test the Software and Project Deliverable as applicable to determine if they operate in accordance with, and otherwise conforms to the mutually agreed upon criteria ("Acceptance Criteria"). If acceptance testing is a required term in a Quotation/Order Form but the period or procedures for such acceptance testing are not specified on the Quotation/Order Form, then (i) Customer will have thirty (30) days from the date the Software/Project Deliverable is delivered to Customer in which to complete all acceptance testing, and (ii) Customer may use its own internal test procedures and any sample input. Acceptance of the Software/Project Deliverable shall not be deemed to constitute a waiver by Customer of any rights it may have based on GLOBAL's warranties. If no Acceptance Criteria are set forth in a Quotation/Order Form or SOW, then the Acceptance Criteria shall be that the Software/Project Deliverables perform in substantial compliance with the applicable Documentation.

b. Acceptance or Rejection. If Customer determines the Project Deliverable/Software (as applicable) successfully operates in accordance with, and otherwise conforms to, the Acceptance Criteria, Customer will notify GLOBAL that Customer accepts the Software/Project Deliverable within ten (10) days of the completion of the applicable testing period. If Customer determines the Software/Project Deliverable does not operate in accordance with, or otherwise conform to, the applicable Acceptance Criteria, then Customer will provide GLOBAL with a notice describing the nonconformance to the Acceptance Criteria within ten (10) days of the completion of the applicable testing period. GLOBAL will have thirty (30) days from the date it receives Customer's notice of the nonconformance to correct (at no additional cost to Customer) the Software/Project Deliverable. When GLOBAL redelivers the Software/Project Deliverable, Customer will be entitled to repeat the testing process. The Software/Project Deliverable ordered on any Quotation/Order Form will be deemed to have been accepted by Customer if (i) Customer does not provide GLOBAL with a written notice of nonconformance to the Acceptance Criteria within ten (10) days after expiration of the applicable testing period, or (ii) the Project Deliverable/Software (as applicable) is put into production use by the Customer.

11. LIABILITY LIMITATION. GLOBAL'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDIES ARE SET FORTH HEREIN. UNDER NO CIRCUMSTANCES WILL GLOBAL BE LIABLE UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS OR COSTS OF COVER, WHETHER FORESEEABLE OR UNFORESEEABLE, REGARDLESS OF WHETHER SUCH DAMAGES ARE ASSERTED TO ARISE OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT, FAILURE OF ANY REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE OR OTHERWISE, DAMAGES ARISING FROM LOSS OF DATA OR PROGRAMMING, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS AND DAMAGE TO EQUIPMENT. NOTWITHSTANDING THE FORM (E.G., CONTRACT, TORT OR OTHERWISE) IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT, IN NO EVENT WILL GLOBAL OR ITS SUPPLIERS BE LIABLE FOR DAMAGES OR LOSSES THAT EXCEED, IN THE AGGREGATE, THE FOLLOWING FOR EACH RESPECTIVE BREACH OR SERIES OF RELATED BREACHES: (I) WITH RESPECT TO SOFTWARE, THE AMOUNT OF LICENSE FEES PAID BY CUSTOMER FOR THE SOFTWARE THAT GAVE RISE TO SUCH DAMAGES OR LOSSES; AND (II) WITH RESPECT TO ANY SERVICES PROVIDED HEREUNDER, THE AMOUNT OF FEES PAID FOR THE SERVICES THAT GAVE RISE TO SUCH DAMAGES OR LOSSES. EXCEPT WITH REGARD TO PAYMENTS DUE GLOBAL, NEITHER PARTY WILL BE LIABLE FOR ANY DELAYS OR FAILURES IN PERFORMANCE DUE TO CIRCUMSTANCES BEYOND ITS REASONABLE CONTROL THAT COULD NOT BE AVOIDED BY ITS EXERCISE OF DUE CARE.

12. Term and Termination. The term of this Agreement will commence upon the Effective Date and shall continue for an initial period that is ten (10) years from the Effective Date ("Initial Term") after which the Agreement shall automatically renew for additional one (1) year terms (each a "Renewal Term") (collectively referred to herein as "Term") until terminated pursuant to the provisions herein.

a. If Customer fails to make prompt payments to GLOBAL when invoiced, including but not limited to all fees specified in Exhibit A through year ten (10), or if Customer fails to fulfill its responsibilities under this Agreement, including but not limited to those outlined in Section 15, then GLOBAL may at its option terminate this Agreement with written notice as follows:

- (i) The termination notice shall define the reason for termination;
- (ii) If the cited reason for termination is Customer's failure to make prompt payment, Customer shall have ten (10) days from receipt of said notice to make payment in full for all outstanding invoiced payments due;
- (iii) If the cited reason for termination is Customer's failure to fulfill its responsibilities, Customer shall have ninety (90) days from receipt of said notice to correct any actual deficiencies in order to satisfy the terms of this Agreement;
- (iv) During the applicable cure period, GLOBAL will use sound management practices and its best efforts to resolve any issues or obstacles – including the reassignment of personnel if necessary to improve the working relationship;
- (v) At the end of the applicable cure period, unless the termination has been revoked in writing by GLOBAL, the Agreement terminates.

b. In the event of termination, GLOBAL shall continue to provide its services, as previously scheduled, through the termination date and the Customer shall continue to pay all fees and charges incurred through the termination date as provided in the attached Exhibits.

c. Upon termination under Subparagraph 12.a, Customer shall return to GLOBAL all Software Products, including any copies provided to or created by Customer under this Agreement. If termination is prior to the end of the Initial Term,

Customer shall i) be invoiced for, and pay in full, all outstanding yet to be invoiced annual payments due as set forth on Exhibit A through year ten (10); and ii) return all tangible GLOBAL Offerings identified on the Quotation/Sales Order Form.

13. Mediation.

a. The parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. The mediation shall take place at a time and location which is also mutually agreeable; provided, however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator. Such mediator shall be knowledgeable in software system agreements. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties.

b. Nothing in this Section 13 shall preclude any party from applying to a court of competent jurisdiction for, and obtaining if warranted, preliminary or ancillary relief pending the conduct of mediation, or an order to compel the mediation provided for herein. The parties agree that the state and federal courts in Nebraska shall be the exclusive courts in which either party may seek such relief.

14. Assignment. Customer may not assign this Agreement without the prior written consent of Global, which consent shall not be unreasonably withheld. Global may assign this Agreement to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status, its right to payment hereunder or grant a security interest in this Agreement or such payment right to any third party. Global may perform any obligation pursuant to this Agreement using agents and subcontractors. The Agreement shall inure to the benefit of and be binding upon the Parties to this Agreement and their respective successors and permitted assigns.

15. Customer Liaison and Customer Responsibilities

The successful implementation of the Licensed Products into Customer's environment requires Customer's commitment to and cooperation in the implementation process. Accordingly, Customer hereby agrees to the following:

a. Customer understands that, in the event Customer procures its own Equipment, the Licensed Software is designed to run in a specified operating environment which includes hardware, software and related equipment

b. Customer is responsible for assuring that the appropriate hardware equipment, related components and all cabling are installed timely and are suitable for the successful installation of the Licensed Software.

c. Customer agrees to provide the management interface and support necessary to successfully complete the implementation of the Licensed Software. This support includes upper level management priority setting and timely involvement during and after a change in Customer's organization, Customer's operations and/or after changes in Customer's internal policies or procedures which directly affect the software implementation.

d. Customer shall assign an upper level employee to serve as the Customer Liaison for the duration of the Licensed Software implementation. If Customer must replace the Customer Liaison for reasons beyond its control, Customer will assign a new Customer Liaison as soon as reasonably possible. GLOBAL is not responsible for any delay caused directly or indirectly by the reassignment of the Customer Liaison. In addition to other duties and responsibilities, the Customer Liaison shall:

- (i) provide timely answers to GLOBAL's requests for information;
- (ii) coordinate a mutually agreeable implementation and training schedule;
- (iii) have authority to sign for and obligate Customer to any matters relating to service requests, design documents, performance test documents and/or delivery and service dates;
- (iv) in situations where Customer participation is required, provide timely input for systems definition, detail design, and use of the software system.

e. Customer is responsible for creating and maintaining its master files, tables and the like which includes accurate data entry, accurate file editing and overall file control to assure successful systems performance.

f. Customer shall provide qualified personnel with sufficient backup to be trained to use the Licensed Software and to interpret the output. Applying the output information in Customer's environment is Customer's sole responsibility.

16. General.

a. Customer will not knowingly transfer to parties that will subsequently re-export the Software to embargoed countries or allow export, directly or indirectly, of any product acquired under this Agreement without first obtaining an export license from the US Department of Commerce or any other agency or department of the United States Government, as required.

- b.** All notices required or provided hereunder shall be in writing and will be deemed given as of the day received either by receipted, nationwide overnight delivery service or in the U.S. mails, postage prepaid, certified or registered, return receipt requested, to the addresses and attention of the representatives specified below with copy to each party's General Counsel.
- c.** The Software, both GLOBAL and Third Party Software (including documentation), is provided with Restricted Rights. Use, duplication, or disclosure for or by the government of the United States, including without limitation any of its agencies or instrumentalities, is subject to restrictions set forth, as applicable: (i) in subparagraphs (a) through (d) of the *Commercial Computer Software-Restricted Rights* clause at FAR 52.227-14, or FAR 52.227-19; (ii) in subparagraph (c)(1)(ii) of the *Rights in Technical Data and Computer Software* clause at DFAR 252.227-7014, DFAR 252.227-7015, DFAR 252.227-7018, or DFARS 252.227-7013; or (iii) in similar clauses in other federal regulations, including the NASA FAR supplement. The contractor or manufacturer is GLOBAL, its sub-licensors and/or a Third Party as may be noted on the Quotation/Order Form and/or SOW. Customer will not remove or deface any restricted rights notice or other legal notice appearing in the Software or on any packaging or other media associated with the Software. Customer will require that its users and other recipients, if any so authorized by GLOBAL herein, agree to and acknowledge the provisions of this Section 16.c, in writing.
- d.** Customer grants to GLOBAL the right to use Customer's name and trademarks solely as a client reference in promotional and marketing materials in accordance with generally accepted industry standards and practices for such references.
- e.** GLOBAL and Customer are independent parties. Nothing in this Agreement will be construed to make either party an agent, employee, franchisee, joint venturer or legal representative of the other party.
- f.** Neither Party shall be liable to the other Party or shall be subject to termination of this Agreement by the other Party, for any delay, nonperformance, loss or damage (other than for failure to pay any amount when due) because of reasons beyond its reasonable control including, but not limited to, acts of God, acts, regulations or laws of any government, acts of terrorism, war, riots, civil unrest, power failures, accidents in transportation or other causes beyond the reasonable control of the respective Party.
- g.** Except as otherwise provided, any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement, shall survive the expiration or termination of this Agreement, including the terms of Sections 1, 2, 5, 6, 7, 8, 9, 11, 12, 13, 14 and 16.
- h.** This Agreement will be governed by and interpreted in accordance with the laws of the State of Nebraska, excluding its conflict of law principles. GLOBAL will be entitled to its reasonable attorneys' fees in addition to any other damages and amounts awarded to it in any action to collect unpaid fees owed pursuant to this Agreement.
- i.** No waiver, amendment or other modification of this Agreement will be effective unless in writing and signed by the party against whom enforcement is sought. The paragraph headings which appear herein are included solely for convenience and shall not be used in the interpretation of this Agreement. If any provision of this Agreement is held unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement.
- j.** This Agreement and its schedules constitute the complete and entire statement of all terms, conditions and representations of the agreement between GLOBAL and Customer with respect to its subject matter and supersede all prior writings or understandings, including any prior agreement regarding confidentiality that may have been entered into by the parties.
- k.** This Agreement may be executed by the parties hereto in multiple counterparts and shall be effective as of the Effective Date when each party shall have executed and delivered a counterpart hereof, whether or not the same counterpart is executed and delivered by each party. When so executed and delivered, each such counterpart shall be deemed an original and all such counterparts shall be deemed one and the same document. Transmission of images of signed signature pages by facsimile, e-mail or other electronic means shall have the same effect as the delivery in person of manually signed documents.

GLOBAL PUBLIC SAFETY

EXHIBIT A: MILESTONE PAYMENT SCHEDULE

Customer's milestone payment schedule for the Software, Third Party Software and Services for each System listed on Quotation/Order Form 00001031 dated October 25, 2019 is as follows:

1. **Year 1: \$25,000** to be invoiced upon signing of this Agreement, due and payable per the terms of the Agreement
2. **Year 2: \$26,250** to be invoiced upon the 1st anniversary of the signing of the Agreement
3. **Year 3: \$27,563** to be invoiced upon the 2nd anniversary of the signing of the Agreement
4. **Year 4: \$28,941** to be invoiced upon the 3rd anniversary of the signing of the Agreement
5. **Year 5: \$30,388** to be invoiced upon the 4th anniversary of the signing of the Agreement
6. **Year 6: \$31,907** to be invoiced upon the 5th anniversary of the signing of the Agreement
7. **Year 7: \$33,502** to be invoiced upon the 6th anniversary of the signing of the Agreement
8. **Year 8: \$35,178** to be invoiced upon the 7th anniversary of the signing of the Agreement
9. **Year 9: \$36,936** to be invoiced upon the 8th anniversary of the signing of the Agreement
10. **Year 10: \$38,783** to be invoiced upon the 9th anniversary of the signing of the Agreement

10-Year Total: \$314,448

11. Maintenance Service & Payments in Years 11 and beyond:

The term "Annual Maintenance" when used on a Quotation/Order Form designates fees associated with the annual fee for maintenance services only. Upon the 10th anniversary of the signing of the Agreement, and each year thereafter until terminated per the terms of the Agreement, Customer's Annual Maintenance Fee will be invoiced as set forth in Exhibit B – Annual Maintenance Terms.

12. Other Milestones

- a. Upon order the Customer shall pay GLOBAL 50% of Custom Interfaces and Other Customizations.
- b. Upon the beginning of Productive Use, the Customer shall pay GLOBAL 50% of Custom Interfaces and Other Customizations.
- c. Upon order the Customer shall pay GLOBAL 100% of Change Orders.

GLOBAL PUBLIC SAFETY

EXHIBIT B: ANNUAL MAINTENANCE TERMS

GLOBAL SOFTWARE, a division of N. Harris Computer Corporation (ALSO REFERRED TO AS "GLOBAL") will provide the CUSTOMER maintenance services for the Software licensed through GLOBAL. Annual Maintenance consists of approved product enhancements, error corrections, and telephone assistance via GLOBAL'S Customer Support Center ("Annual Maintenance"). GLOBAL will provide the CUSTOMER Annual Maintenance under the following agreed upon terms and conditions:

- A. Customer's annual maintenance will commence upon the signing of the Agreement and continue on an annual basis through year ten (10) as set forth in Exhibit A ("Initial Annual Maintenance Term"). Upon the 10th anniversary of the signing of the Agreement, and each year thereafter, Customer's Annual Maintenance Fee will be invoiced, and Customer shall pay, per the terms of the Agreement. CUSTOMER may cancel the Annual Maintenance upon thirty (30) days prior written notice to GLOBAL. In the event such notice is not timely received, GLOBAL will automatically extend the Annual Maintenance for another one (1) year period ("Annual Renewal Maintenance Term"). Initial Annual Maintenance Term and Annual Renewal Maintenance Term collectively referred to herein as "Annual Maintenance Term."

At the time of renewal, GLOBAL reserves the right to increase the annual fee. If the CUSTOMER initially declines software maintenance or if maintenance for an item of Software is discontinued at Customer's request, additional maintenance for these items is not available under this agreement. The re-instatement of maintenance and support services is subject to additional charges and fees.

- B. Annual Maintenance Fees will be billed annually, subject to annual price increases, beginning on the installation date of the Software and on the same day each year thereafter as set forth in Section A above. The Annual Maintenance Fees for each renewal term are payable in full prior to the start of the Annual Maintenance Term and are non-refundable. All payments are due within 30 days of the invoice date. Late payments will incur a charge of 1.0% per month, not to exceed the maximum amount allowed by law. Customer shall pay any and all applicable federal, state and local sales, use, value added, excise, duty and any other taxes of any nature (except any taxes based on GLOBAL's net income) assessed on Customer's Annual Maintenance Fees.

- C. Annual Maintenance shall consist of the following additional agreed upon terms and conditions:

1. Software

- a. **SERVICE HOURS:** GLOBAL shall provide CUSTOMER with software support seven days a week, 24 hours a day, 365 days a year (24x7x365). Normal support hours are Monday - Friday 8:00 AM to 6:00 PM CST, excluding holidays. After hours support is available to the CUSTOMER for **emergency assistance with critical, stop-work issues**.

Severity Level	Problem Type (if applicable)	Response
Severity 1	Major system failure - application is unavailable for use by dispatchers and call takers at a specified dispatch center.	Within 2 hours from receipt of notification - problems are acknowledged and appropriate personnel are assigned to and engaged in problem resolution with workaround or long term fix.
Severity 2	Significant system impairment - loss of critical operational component, but CAD/RMS work may continue to operate.	Within 2 hours from receipt of notification during normal business hours - may include workaround fix or full repair.
Severity 3	Technical questions, upgrades, intermittent problems, system problems being monitored by a Global software engineer, questions related to an identified problem, and work to be performed at a later time.	Within 24 hours from receipt of notification during normal business hours.
Severity 4	Scheduled maintenance and scheduled upgrades.	As scheduled.

- b. **ON-SITE SUPPORT:** If the CUSTOMER requests on-site support service, GLOBAL shall provide the CUSTOMER on-site support service on such date as is mutually agreed to by GLOBAL and the CUSTOMER, provided, that the CUSTOMER shall bear the cost of such on-site support services, and provided further that the cost of such on-site support service shall include GLOBAL'S personnel time calculated at GLOBAL'S then prevailing hourly rate, plus reimbursement for reasonable travel and living expenses incurred by GLOBAL personnel in connection with the provision of any on-site support service.
- c. **SOFTWARE UPDATES:** GLOBAL shall make software updates, defined by GLOBAL and incremental releases of the Software, available to CUSTOMER as part of this Annual Maintenance Terms; GLOBAL will deliver and install all updates and incremental releases. In GLOBAL'S sole discretion, delivery and installation may be performed

remotely over the Internet with proper notification and authorization from CUSTOMER. Additional configuration and re-configuration of the CUSTOMER'S data is NOT included as part of this Annual Maintenance Terms. Major software upgrades are available to the CUSTOMER at a discounted price. Examples of major software upgrades are new applications, new platforms, fully redesigned applications or new software solutions.

- d. **ERROR RESOLUTION:** GLOBAL shall use its best efforts to confirm any suspected error, which is preventing continued accomplishment of the principal computing functions of the Software upon notification by the CUSTOMER of such suspected error. If the existence of an error is confirmed, GLOBAL shall correct it as part of its obligation hereunder and said correction will be issued to the CUSTOMER.
- e. **CAUSE OF ERROR:** If the existence of a suspected error cannot be confirmed by GLOBAL or should GLOBAL ultimately determine that error exists because of either the CUSTOMER'S modification or conversion of the software or any other condition not attributable to GLOBAL, the CUSTOMER agrees to pay GLOBAL for its services at the prevailing hourly rate for GLOBAL'S personnel time, plus reimbursement for reasonable travel and living expenses incurred by GLOBAL personnel in connection with such service. It is agreed that GLOBAL will be the ultimate authority in determining the existence of any error.
- f. **THIRD-PARTY SOFTWARE:** Third-party software applications are excluded from this agreement, unless specifically noted.
- g. **MAP UPDATES:** Map updates and configuration are excluded from this agreement (unless otherwise purchased separately and listed on the maintenance invoice).

2. Customer Responsibilities

The following specific items are not covered under this AGREEMENT. GLOBAL does offer a separate Technical Services Agreement to assist customers with these types of services.

- a. Data Backups/Archives – **CUSTOMER is fully responsible for managing the backup routines** and ensuring that all databases and critical system files are being backed up properly. GLOBAL highly recommends that CUSTOMER maintain daily backups as well as off-site backups.
 - b. Network Management: Virus protection, Switches and Routers, Internet access.
 - c. Operating System – Applying appropriate updates to the operating system and security patches.
 - d. Server and Workstation Migration - Restoration and reinstallation of GLOBAL databases and programs to a new or repaired server or workstation.
- D.** In the event the CUSTOMER requests any support other than that included under the terms of this Agreement, GLOBAL shall, depending upon the availability of its personnel, attempt to furnish such support or software maintenance in return for fees as GLOBAL shall then be charging and on such terms and conditions as GLOBAL shall then be imposing.
- E.** CUSTOMER understands, acknowledges, and agrees that the Software system shall reside on a secure, dedicated server, with access limited to GLOBAL, its agents, and the CUSTOMER'S system administrators. CUSTOMER further agrees to provide high-speed remote access via secure VPN to GLOBAL for maintenance. The server shall be dedicated to GLOBAL applications and other compatible applications as defined by GLOBAL including anti-virus software and firewall software. **All warranty and support agreements shall be null and void in the event CUSTOMER permits applications not approved by GLOBAL to reside on any server containing GLOBAL applications.** Any service requests initiated by CUSTOMER which are the result of noncompliance with the terms of this AGREEMENT or non-approved software on the server, or failure by CUSTOMER to furnish high-speed remote access to GLOBAL, the CUSTOMER agrees to pay GLOBAL for its services at the prevailing hourly rate for GLOBAL'S personnel time, plus reimbursement for reasonable travel and living expenses incurred by GLOBAL personnel in connection with such service.
- F.** In the case of any event which results in the apparent failure of the Software, the CUSTOMER shall confirm through reasonable methods and resources that such apparent failure is not the result of CUSTOMER'S network or CUSTOMER provided hardware prior to contacting GLOBAL for support. Should GLOBAL determine as part of any Support call that hardware or network, and not GLOBAL, is responsible for the issue, CUSTOMER agrees to pay GLOBAL for its services at the prevailing hourly rate for GLOBAL'S personnel time.

Department: BID/CRA

Staff Contact:

Council Meeting Date: 12/9/2019

AGENDA ITEM SUMMARY SHEET

Description of Item:

The Downtown Revitalization Committee is seeking approval of a facade improvement project application at 731-733 W. 2nd from Brant Rentals, LLC. Funding for this project will come from CDBG grant funds for Downtown Revitalization and the local match provided by the CRA (CDBG Contract #17-DTR-105). The applicant is seeking \$200,000 in CDBG forgivable loan funding. The facade project includes the renovation of the north and south facades with all new windows, doors, storefronts and cornice work. Brant Rentals, LLC intends to purchase the 3-story building from the CRA and renovate the property to include an elevator, basement parking, common stairways, and hallways. Projected costs for the facade are \$250,000 and the estimated costs for the acquisition and renovation of the shell are \$1,000,000. A condo association will be created and individual commercial and residential condos will be sold to others who will develop their space. When all levels are completed the total project costs are anticipated to be in excess of \$2,500,000. The Downtown Revitalization Committee recommends approval of this project application.

Names of People/Business affected by this action:

Brant Rentals, LLC, Community Redevelopment Authority, Downtown Business Improvement District and adjacent property owners.

Why Council action is required:

The CDBG Façade Program Guidelines adopted for the Downtown Revitalization Facade funding require approval from the Downtown Revitalization Committee and the City Council.

Type of action requested:

Motion

Suggested motion:

Motion to approve the application from Brant Rentals, LLC for CDBG Downtown Revitalization funding grant in the form of a forgivable loan (CDBG Contract #17-DTR-105) in the amount of \$200,000 provided the applicant complies with the Forgivable Loan Procedures applicable to the Grant and further provided that no funds shall be disbursed until the requisite contracts are signed and there is in place a Forgivable Note secured by a valid Deed of Trust.

Deadlines associated with action:

The CDBG Contract (#17-DTR-105) deadline for completion of project and draw down of funds is

May 8, 2020.

Department head comments:

The Downtown Revitalization Committee recommends approval of this project application.

City Administrator comments:

Recommend approval with reservations

Application

Applicant Name: Brant Rentals LLC
Property Address: 731-733 W 2nd
Applicant's Phone Number: (402) 984-7001
Tax ID #: 27-5034628 DUNS #: _____

Type of Façade Improvement Planned (note all that apply). Please attach Supporting Data Checklist.

Signage: ☐ Removal ☒ New ☐ Altered ☐ Repaired

Painting: (Approximate Sq. Ft. area): _____

Structural Alterations: New Windows / Stucco / Truck painting

Cosmetic Alterations: (Moldings, etc.): EIFS across the top

Other work: Please specify (Awnings, etc.): New Store front on main floor
Steel around Windows on drawings shown

Other work:

Total Cost of Project: \$ 250,000 (Façade only) (\$1,000,000 total shell ")

Amount Requested: \$ 200,000

I hereby submit the attached plans, specifications and color samples for the proposed project and understand that these must be approved by the Downtown Revitalization Committee and the City of Hastings. No work should begin until I have received written approval from the Downtown Revitalization Committee and the City of Hastings. I further understand that the façade project must be completed within eighteen (18) months and that forgivable loan monies will not be paid until the applicant/ recipient; submits a paid bill for reimbursement together with an affidavit from the contractor certifying the work, as submitted, is complete. I agree to leave the completed project in its approved design and colors for a period of five (5) years from the date of completion.

Jeb Brant
Property Owner - Printed

[Signature]
Signature of Property Owner

Date: 5-30-19

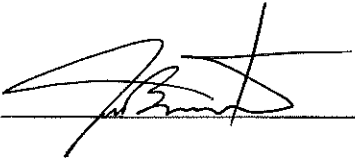
Date: 5-30-19

United States Citizenship Attestation Form

For the purpose of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows:

☒	I am a citizen of the United States.
— OR —	
☐	I am a qualified alien under the federal Immigration and Nationality Act, my immigration status and alien number are as follows: _____, and I agree to provide a copy of my USCIS documentation upon request.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete, and accurate and I understand that this information may be used to verify my lawful presence in the United States.

PRINT NAME	<u>Jeb Brant</u> (first, middle, last)
SIGNATURE	<u></u>
DATE	<u>5-30-19</u>

1/19/2010

The Central Block Condo Association

This project is projected to be a mixed use of commercial on the main floor and residential on the second and third floors. Included in this project is a garage in the basement with a ramp access. An elevator and stairs will serve all occupants. Each unit will be sold as a condo and part of the Central Block Condo Association.

My personal background is that I have been a businessman and investor in Hastings Downtown for 16 years. I have completed my own personal remodel that houses my insurance office and my personal residence in a mixed use capacity. I have two other rental properties in downtown Hastings that I have also remodeled.

My team is comprised of the Alley Poyner and Macchetto Architecture firm from Omaha NE for all Architecture and Engineering requirements. They are also assisting with the design on the façade and helping me work with the state for the CBDG funds I am applying to receive. My other member of the team is Cardinal Construction from Doniphan NE. They will serve as my General Contractor and have a proven reputation. The owners provide fast reliable construction done with the utmost pride in their work.

My primary goal is to create a shell for each Condo and sell them to their respective owners. My preliminary financial numbers including acquisition, architect fees and construction is \$1,000,000. I have currently verbally sold the main floor and the third floor condos. I have several interested in the 2nd floor. I am securing financing through Five Points Banks of Hastings on a construction loan. I will have signed contracts for each condo with the approximate selling price for each. I am also counting on assistance from CBDG funds and TIF financing for the project.

I would not be able remodel this building if it was not for the assistance of TIF and CBCG funds. These funds are the only way my buyers will be able to afford to purchase these condos at an affordable price and still have enough money to finish their inside condo. My preforma project cost are as follows.

Total Project white box: \$1,000,000

Floor 1 4000 sqft cost \$317,480

Floor 2 4600 sqft cost \$365,102 this is \$79.37 per square foot

Floor 3 4000 sqft cost \$317,480

Total Project white box with CDBG funds \$200,000 = \$800,000

Floor 1 4000 sqft cost \$254,000

Floor 2 4600 sqft cost \$292,000 this is \$63.50 per square foot

Floor 3 4000 sqft cost \$254,000

Total Project white box with TIF and CDBG funds. (\$250,000) \$550,000

Floor 1 4000 sqft cost \$175,000

Floor 2 4600 sqft cost \$200,000 this is \$43.65 per square foot

Floor 3 4000 sqft cost \$175,000

Based on these recent sales the square footage cost without TIF is not marketable.

601 W 1st ST sale price was \$51,000 which is \$12.75/sqft

800 W 2nd second level sale price \$55,000 which is \$22.00 sqft

620 W2nd #103 sale price \$50000 which is \$35 sqft.

I am higher even with the help of TIF and CDBG funds however I am including an elevator, garage parking and it is a three story building. I can tell you as a developer in downtown Hastings I would not be able to do this project without these incentives. I am taking on all the risk of selling these condos and without a realistic square foot price they would not sell. People would not be able to afford this space. TIF and CDBG Funds are a must to make this project happen.

Having used these incentives I feel with your involvement I can create more activity and an amazing project to enrich downtown Hastings. Thank you for your consideration.

Jeb Brant

President of Brant Rentals LLC

Cardinal Construction LLC

401 W. Pine St.
Doniphan, NE 68832

Estimate

Date	Estimate #
4/18/2019	687

Name / Address
Central Block Condo Association 2nd street Hastings, NE 68901

Project

Description	Total
Cardinal Const. LLC proposes to provide the labor, materials, equipment, and subcontractors necessary for work to be completed to the building on 2nd street owned by the Central Block Condo Association. Work will be to rework existing facade and install new windows and doors, demo existing interior finishes, white box main level and install new stairwells, rework sprinkler system, rework utility systems including new electric service, install new elevator and shaft, and convert basement space into parking area. Details of the work described above will follow.	0.00
PERMITS	3,000.00
DEMO AND DISPOSAL OF EXISTING INTERIOR FINISHES	40,000.00
FRAMING MATERIALS AND LABOR *Create new corridors and stairwells as per plans. *Construct all interior walls that are included in the plans. *Install all fire rock as per the plans in stairwells and corridors.	90,000.00
ELEVATOR, SHAFT, AND EQUIPMENT *Create new elevator shaft, frame new openings in the floor systems, and install new elevator and equipment.	185,000.00
SPRINKLERS *Install new wet sprinkler system in entire building, complete sprinkler system in parking garage area, and prep for build outs on upper (3) levels *Use existing sprinkler main that is already in the building.	50,000.00
EXTERIOR WINDOWS, MASONRY, AND FRONT FACADE *Install new windows and door as per plans provided and create new openings where necessary. *Repair existing masonry and/or complete masonry tuck pointing where necessary. *Replace rear windows and install new overhead door for parking area in basement. **NOTE: Does not include large sliding doors to the patio on level (3) **NOTE Does not include rework of level (3) patio and structure below.	250,000.00
	Total

Office: 402-845-2075
Fax: 402-845-2175

**401 W. Pine St.
Doniphan, NE 68832**

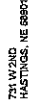
Date	Estimate #
4/18/2019	687

Name / Address
Central Block Condo Association 2nd street Hastings, NE 68901

Project

Description	Total
GARAGE PARKING AREA *Rework basement including lowering floor approximately 12" and removing the entire floor. *Use left over basement fill to create new ramp into the basement. *Install new 6" concrete floor over compacted fill. *Install new lighting in garage area *Install new ventilation system to change out air in parking area. *Install new HVAC system or heated floor to keep parking are and sprinkler system above freezing.	225,000.00
UNFORESEEABLE PROBLEMS AND CHANGES Any unforeseeable problems or changes will be over and above the bid price stated below and will be billed out at \$50 per man per hour plus 10% markup on all necessary materials and subcontractors.	0.00
BILLING AND PAYMENT *Billing will take place every 2 weeks with payment due upon receipt of statement.	0.00
Authorized Signature _____ Date _____	0.00
Total	\$843,000.00

Page 2







**MINUTES OF THE MEETING FOR
THE DOWNTOWN REVITALIZATION REVIEW/ADVISORY COMMITTEE
CITY OF HASTINGS, NEBRASKA
October 24, 2019**

A meeting of the Downtown Revitalization Review/Advisory Committee of the City of Hastings, Nebraska, was held on October 24, 2019 at 5:00 pm at the Chamber Development Center located at 301 S. Burlington, Hastings, Nebraska. Members of the Committee present were Jessie Hoeft, Maggie Vaughan, Jamey Hamburger, Bob Murphy, and Kaleena Fong. Also present was BID Director Randy Chick.

The Committee reviewed an application and drawings from Brant Rentals, LLC for a Downtown Revitalization grant for a facade project at 731-733 W. 2nd. The project includes the renovation of the north and south facades with all new windows, doors, and storefront. Projected costs for the facade are \$250,000. The estimated costs for the acquisition and renovation of the shell are \$1,000,000. When all levels are completed the total project costs are anticipated to be in excess of \$2,500,000.

The CRA purchased this property in 2013 in conjunction with the sale of the former Hogan's Sporting Goods building to Julie Ochsner (Julie's Workbasket). Jeb and Charla Brant d.b.a Brant Rentals, LLC intend to purchase the 3-story building from the CRA and renovate the property to include façade enhancements, installation of an elevator, basement parking facility, common stairs, and hallways. A condo association will be created and individual condo's sold to others. The Brant's have a contract for the sale of the 3rd floor and are currently working on contracts for the sale of the main and 2nd floor.

Brant Rentals, LLC is requesting \$200,000 of CDBG Downtown Revitalization funds to assist with the facade project at 731-733 W. 2nd. Motion by Kaleena Fong and second by Maggie Vaughan to approve the application from Brant Rentals, LLC for \$200,000 in Downtown Revitalization funds for façade improvements and to forward the application to the Hastings City Council for their review.

Ayes: B. Murphy, K. Fong, M. Vaughan, J. Hamburger, J. Hoeft
Nays: None

There being no further business to conduct it was moved by Kaleena Fong and seconded by Bob Murphy to adjourn the meeting.

Ayes: B. Murphy, K. Fong, M. Vaughan, J. Hamburger, J. Hoeft
Nays: None

Respectfully submitted,

Randy Chick, BID Director

HASTINGS CDBG DOWNTOWN REVITALIZATION **FAÇADE PROGRAM GUIDELINES**

Project Guidelines

The purpose of the CDBG Downtown Revitalization Façade Forgivable Loan Program is to, where practical; restore, improve or create historic architectural features to facades of commercial buildings within the Downtown Business Improvement District. And, in cases where buildings have been significantly altered or damaged; the new façade should be designed to look appropriate and compatible in the midst of the surrounding buildings.

The Downtown Revitalization Façade forgivable loan program is administered by the City of Hastings, Business Improvement District, and the South Central Economic Development District. Funded for the DTR program is provided by the Community Development Block Grant program through the Nebraska Department of Economic Development and the City of Hastings Community Redevelopment Authority.

Program Guidelines:

A. The Hastings Downtown Revitalization program is designed to enhance and improve existing exterior facades. Façade improvements shall be defined as (but not limited to):

Façade shall mean the front exterior (and side if located on a corner) and rear exterior wall of a building if exposed to public view. This will typically include a visual impact with items such as awnings, windows and signage.

Restoration is the preferred treatment for building façades and improvement. Restoration is most applicable to buildings where there has been very little change to the building façade over time. This results in the return of the façade to its original appearance through the use of authentic materials and the replication of missing or deteriorated components.

Renovation results in improvements which do not attempt to return the building to its original appearance. Improvements made should be sensitive to historic details and materials and should respect whatever original character remains.

Replacement of facades is appropriate when the majority of the original façade is missing or has been significantly altered so as to make restoration or renovation impractical. Façade designs should select materials, dimensions and architectural details that are similar or compatible to surrounding buildings such as façade height, window size and spacing, materials and colors.

Reconstruction takes place when the building and its features no longer exist. With reconstruction, façade designs are created through new construction to replicate, mimic, resemble or accentuate historic period details.

Structural Improvements will be considered to be the sides of the buildings not visible to the street along with the roof.

- B. Where practical, all building facades shall be restored to their original period design. If it is deemed not practical by the Downtown Revitalization Committee, then a similar architectural design shall be used. All horizontal and vertical features (lintels and piers) shall be retained.
- C. If a building does not have a historically significant architectural design or feature, then a proposed design may be submitted to qualify for the forgivable loan program.
- D. All storefronts shall be designed, constructed, and maintained to compliment and accept the architectural features of the building. All accessories, signs awnings shall likewise harmonize with the overall character of the building.
- E. All color schemes shall accent the building as well as harmonize with adjacent buildings. Colors shall be period specific. Historical murals will be considered on a case-by-case basis.
- F. Funds shall be allocated on a “first ready, first served” basis. Tenants may qualify upon receipt of written consent of the owner of the building. All forgivable loan funds awarded require a significant expenditure by the owner/tenant. (At a **minimum** the applicant is encouraged to spend \$2 in interior/exterior renovation costs for every \$1 in façade forgivable loan funds) EXAMPLE: \$100,000 of private investment to \$50,000 of forgivable loan funds. The amount of an individual forgivable loan is only limited by the funds available. Applicant may request a maximum of \$426,000 in funds from the Downtown Revitalization forgivable loan program.
- G. No work for which a forgivable loan is sought should begin until authorized by the Downtown Revitalization Committee and the City of Hastings.
- H. To qualify for forgivable loan funds, an application, and appropriate plans must be submitted to the Business Improvement District office c/o Downtown Revitalization Committee at 301 S. Burlington, Hastings, NE.
- I. No forgivable loans will be made to government-owned properties or to tenants in government owned properties. (Exceptions: Properties owned by the Community Redevelopment Authority)
- J. Work done by the applicant in which a developer/owner/general contractor would physically work on the project (either he or his employees) is not allowed. However, it is acceptable for a developer/owner/general contractor to act as a general contractor and obtain bids to perform “all” work associated with the project. An official bidding process (sealed bids, advertisement, etc.,) would not be required but steps should be taken to ensure reasonableness of the bids as such to ensure quality of work and cost effectiveness of the bids/funds invested. This may require an estimate from an outside source to verify that costs are within reasonable parameters.
- K. In the case of an applicant being an individual or sole proprietor, he/she is required to complete and return the U.S. Citizenship Attestation form which is made part of the application.
- L. All work must be completed within the boundaries of the Business Improvement District as identified in Exhibit A of these guidelines.

Application

Applicant Name: _____

Property Address: _____

Applicant's Phone Number: _____

Tax ID #: _____ DUNS #: _____

Type of Façade Improvement Planned (note all that apply). Please attach Supporting Data Checklist.

Signage: ☐ Removal ☐ New ☐ Altered ☐ Repaired

Painting: (Approximate Sq. Ft. area):

Structural Alterations:

Cosmetic Alterations: (Moldings, etc.):

Other work: Please specify (Awnings, etc.):

Other work:

Total Cost of Project: \$

Amount Requested: \$

I hereby submit the attached plans, specifications and color samples for the proposed project and understand that these must be approved by the Downtown Revitalization Committee and the City of Hastings. No work should begin until I have received written approval from the Downtown Revitalization Committee and the City of Hastings. I further understand that the facade project must be completed within eighteen (18) months and that forgivable loan monies will not be paid until the applicant/ recipient; submits a paid bill for reimbursement together with an affidavit from the contractor certifying the work, as submitted, is complete. I agree to leave the completed project in its approved design and colors for a period of five (5) years from the date of completion.

Property Owner - Printed

Signature of Property Owner

Date: _____

Date: _____

Supporting Data Checklist for Applicants

Please submit this checklist as part of your application

SIGNS:

- ☐ Provide a color rendering of the design chosen
- ☐ Include specifications as to the size and width of the sign.
- ☐ Note how and where the sign will be hung on the building
- ☐ Submit a written estimate from a sign company
- ☐ Submit written verification that design and size comply with City codes.

PAINT:

- ☐ Provide samples of the colors chosen
- ☐ Mark which color will be body color and which will be accent colors.
- ☐ Note where each color will be used.
- ☐ Submit written estimate from painter of your choice.

AWNINGS:

- ☐ Provide information about color and style of awning chosen.
- ☐ Note where awning will be placed on building.
- ☐ Submit written estimate.
- ☐ Submit written verification that design and size comply with City codes.

Awning selection must take into account the architectural style of the building.

MAJOR FACADE ALTERATION:

- ☐ Provide a rendering of major changes, including paint and awning colors where applicable.
- ☐ Submit a written estimate from contractor.

ALL PROJECTS PROPOSED BY TENANTS

- ☐ To be eligible for a forgivable loan, tenants need to provide a notarized Authorization for Work from the property owner.
- ☐ Submit signed Hold Harmless Agreement (see attached).
- ☐ Submit copy of current Occupational License and Certificate of Use.
- ☐ Where Applicant is a sole proprietor or individual, submit completed US Citizenship Attestation Form

United States Citizenship Attestation Form

For the purpose of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows:

☐	I am a citizen of the United States.
— OR —	
☐	I am a qualified alien under the federal Immigration and Nationality Act, my immigration status and alien number are as follows: _____, and I agree to provide a copy of my USCIS documentation upon request.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete, and accurate and I understand that this information may be used to verify my lawful presence in the United States.

PRINT NAME	_____ (first, middle, last)
SIGNATURE	_____
DATE	_____

1/19/2010

Forgivable Loan Procedures – Design/Document Approval Flow Chart

1. Fill out the application and checklist and submit one copy to the Downtown Revitalization Committee c/o Randal Chick 301 S. Burlington with supporting data. (See attached sheet for required supporting data checklist). Applications will only be accepted for improvements located within the Business Improvement District in downtown Hastings which is outlined on the attached map.
2. Projects will be submitted to the Downtown Revitalization Committee which meets at the call of the Chairman. The Committee will accept applications on “first ready, first served” basis with no formal submission deadlines in place. However, all applications must be submitted to the Committee by June 1, 2019 and requests for reimbursement must be submitted no later than October 1, 2019. Funds will be expended until depleted.
3. The Downtown Revitalization Committee will review the project and submit the package to the Hastings City Council with their recommendation.
4. All proposed projects are subject to a Tier II environmental review. This review will be completed upon receipt of a complete and formal application to the DTR committee. The environmental review consists of contact with the State Historical Preservation Office (SHPO) and SHPO’s approval of the project. The Tier II environmental review will be assembled/submitted to SHPO by the general grant administrator of the project. South Central Economic Development District, Inc., is contracted to provide those services to the City of Hastings.
5. Applicants shall be notified in writing by the Downtown Revitalization Committee of the Committee’s decision of approval or non-approval. Once the Committee and the City have approved the project, the Downtown Revitalization Committee shall issue a written notice of approval. Said notice of approval will be issued, dated and signed by an authorized representative of the Downtown Revitalization committee.
6. ***Work cannot begin until contract is signed and certain requirements met. Once contractual items accepted by the Committee, the Committee issues a notice to proceed and work can begin. No work may start until written notice to proceed is received.***
7. Grievance Procedure – In the event that any applicant feels he or she has been unfairly treated or discriminated against during the process of selection of projects to be funded, s/he may appeal the decision by writing either to the Business Improvement District Board (BID), 301 S. Burlington, Hastings, NE 68901 or to the General Administrator who will attempt to resolve the problem. The BID Board Chair will make a written response to the appeal within 15 working days. If the applicant is not satisfied with the response, a complaint may be filed with the City of Hastings, which will make a written response to the appeal within 30 days. As the grantee, the City is held responsible for the overall program so a review of grievance or appeal documentation is prudent. The decision of the City of Hastings is final within that

entity. In the event that the applicant is not satisfied with the City's decision, a neutral third party individual will be retained to hear the grievance. The individual/entity will be knowledgeable about the Downtown Revitalization program and experienced in the fields. This individual/entity will hear the grievance, conduct an investigation into the matter (if deemed appropriate) and communicate in writing his/her decision. If the applicant is not satisfied with the response, a complaint may be filed with the Nebraska Department of Economic Development

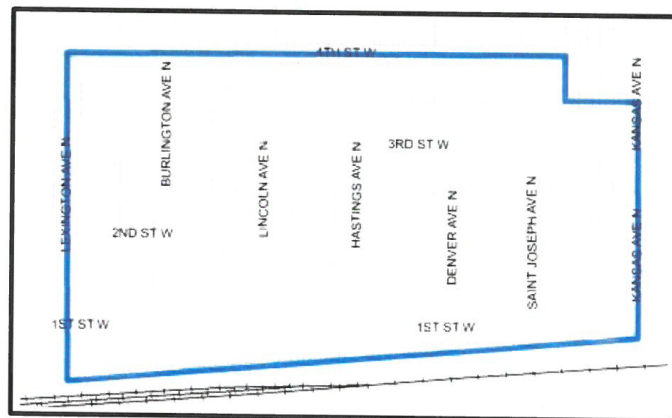
8. Applicant is responsible for obtaining any permits required to do the project. The applicant is responsible for contacting the City of Hastings Development Services office (402) 461-2302. The Development Services office oversees planning and zoning as well as building and construction. The City of Hastings Building & Construction Inspection department exists to help, with information about permits, codes, etc.
9. After formal Notice of Approval, the forgivable loan recipient must:
 - At a minimum seek to obtain at least two bids to verify that costs are reasonable.
 - Prior to solicitation of bids, ensure that the participating contractors are aware of Davis Bacon Wage requirements and the need to pay prevailing wage rates, submit payroll reports to the administrator, as well as adherence to all other federal wage requirements.
 - Register on the System for Award Management (www.sam.gov) and provide proof that all participating contractors and sub-contractors are also registered on www.sam.gov.
 - Participate in E-Verify.
 - Participate in a pre-construction conference with a representative of the Downtown Revitalization Committee and the City's CDBG administrator to review project scope, project requirements, Davis Bacon wage requirements, submission of payrolls, etc.
10. At such time as the Recipient has satisfied all contractual provisions, a written notice to proceed will be issued by the Downtown Revitalization committee. Said notice to proceed will be issued, dated and signed by an authorized representative of the Downtown Revitalization committee.
11. The City of Hastings Community Redevelopment Authority or the Business Improvement District does not maintain a contractor's list. However, the City, CRA and BID strongly encourage the applicant to ensure that the contractor performing the work is well-qualified to complete the proposed work and knowledgeable about any City codes that are applicable to the project.
12. Participation in the City of Hastings Downtown Revitalization program by an applicant is a stated agreement of the recipient of DTR funds, that the completed project, its approved design and colors, etc., will remain intact and in place for a period of not less than five (5) years from the date of project completion. **Changes to improved facades and signage prior to five years may trigger repayment of the forgivable loan (or a percentage thereof), as specified in contract with the City.**
13. Forgivable loan Recipient must submit a paid bill for reimbursement together with an affidavit from the contractor certifying the work, as submitted, is complete. Any unapproved changes will void the forgivable loan. If Recipient decides to change the project after approval they must contact the Downtown Revitalization Committee for review of the changes.

14. Prior to reimbursement, the work will be inspected by Business Improvement District staff to ensure compliance with the project as designed and guidelines for improvements. A written notice of completion will be issued by Downtown Revitalization Committee. Said notice of completion will be issued, dated and signed by an authorized representative of the Downtown Revitalization committee.
15. The City and Downtown Revitalization Committee reserves the right to loan additional money to targeted projects that they believe will have a significant impact on the area. Committee members are seeking projects that have a significant amount of private investment that will include renovation of main floor and upper levels. Significant impact can be measured by one of several methods:
 - Substantial private-investment (e.g. greater than 200%)
 - Addresses a central building or local landmark in the target area
 - Building is listed or eligible for listing on the National Register
 - Improvements are chiefly for historical renovation/reconstruction in nature, etc.
16. Downtown Revitalization Committee members will be available to offer assistance and may seek outside guidance on any project being considered for the forgivable loan program.
17. The Downtown Revitalization Program is considered a forgivable-loan program. Eligible improvements are considered to be permanent fixtures/improvements to a structure and as such any and all improvements remain a part of the structure in the event a sale is transacted between current and future owners. The five-year forgivable loan can be transferred by property owner at the time of a sale to the purchaser if approved by the City of Hastings. The loan will be prorated at 20% forgiven each year.
18. A complete application packet may be obtained by contacting; Randy Chick, BID/CRA Director at the Chamber Development Center at 301 S. Burlington, Hastings, NE 68901.
19. The Downtown Revitalization Committee members serve on a volunteer basis and are appointed by the Chairman of the BID Board. If a member of the Committee has a financial interest in the project being reviewed, he/she shall make that conflict of interest known to the committee and will abstain from the review/recommendation process. Members of the Downtown Revitalization Committee will serve indefinite terms; however, the BID Board Chair has the right to replace members of the Downtown Revitalization Committee in the event of resignation or other necessary circumstances. Members of the Hastings Downtown Revitalization Committee consist of the following;
 - a. Bob Murphy – Business Improvement District Board Chair
 - b. Jamie Hamburger – Convention and Visitors Bureau Board Member
 - c. Jessi Hoeft – Downtown Center Association Member
 - d. Kaleena Fong – Downtown Center Association Member
 - e. Maggie Vaughn – Hastings Economic Development Corporation
20. These program guidelines may be amended periodically as required and deemed necessary by the Downtown Revitalization Committee and the City of Hastings. All program guideline

amendment(s) will be subject to the approval of the Nebraska Department of Economic Development.

EXHIBIT A
BUSINESS IMPROVEMENT DISTRICT MAP

Business Improvement District



The Business Improvement District was created by ordinance by the Hastings City Council in April of 1986 and includes a 20-block area within the Central Business District right in the heart of Hastings. Property owners within the District are assessed annually and the funds raised are used for developing public activities and events, newsletters or promotional materials, banners, physical improvements such as lighting, landscaping, benches, planters, plantings, trash receptacles and signage.

BOUNDARIES

Bordered by the Burlington Northern tracks on the south, 4th Street on the north, Lexington Avenue on the west and Kansas Avenue on the east the Business Improvement District includes approximately 150 properties and over 100 property owners.

PROMISSORY NOTE

Amount: \$200,000.00 _____, 2019

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Brand Rentals, LLC, a Nebraska Limited Liability Company, (the "Company") hereby promises to pay to the order of the Community Development Authority of the City of Hastings, Nebraska, (the "CRA"), the principal sum of Two Hundred Thousand Dollars (\$200,000.00) in accordance with the terms hereof. This principal sum was received by the Company as a benefit under the City of Hastings CDBG Downtown Revitalization Façade Forgivable Loan Program (the "Program") for façade improvements made to the Company's real property located at 731 W. 2nd Street, Hastings, Norfolk, Nebraska.

The principal amount under this Promissory Note shall be due and payable five (5) years from date of this Promissory Note unless the Company meets the Program requirements or other conditions for forgiveness, including a requirement that the improvements remain intact on the building in its approved design and colors for a minimum period of five (5) years from the date of completion, in which case, this obligation shall be forgiven. The Company understands that changes to the improvements prior to five (5) years may trigger repayment of the amounts due hereunder.

In the event that the principal amount set forth in this Promissory shall become due and payable, the amount due shall be calculated by taking the original benefit amount of Two Hundred Thousand Dollars (\$200,000.00) and reducing that sum on an equal annual basis over a five (5) year period from the date of this Promissory Note. The effect of this provision is that for every year passing from the date of this Promissory Note (rounded down to the nearest whole year), the amount to be repaid pursuant to the provisions of this paragraph will be reduced by Forty Thousand Dollars (\$40,000.00).

All payments hereunder shall be payable in lawful money of the United States of America which shall be legal tender for public and private debts at the time of payment.

Brant Rentals LLC, A Nebraska Limited Liability Company

By _____
Jeb Brant, _____

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

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on the _____ day of _____, 20____. The Trustor is Brant Rentals, LLC, a Nebraska Limited Liability Company ("Borrower"). The Trustee is Clint Schukei ("Trustee"). The Beneficiary is the City of Hastings, Nebraska, a Municipal Corporation, ("Lender"). Borrower owes Lender the principal sum of Two Hundred Thousand Dollars (\$200,000.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"), which provides for payment five (5) years from date of the Note unless Borrower meets requirements or other conditions for forgiveness under the City of Hastings CDBG Downtown Revitalization Façade Forgivable Loan Program. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under Paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in Adams County, Nebraska:

Lots Eight (8) and Nine (9), Block Twenty-Two (22), in the Original Town, now City of Hastings, Adams County, Nebraska according to the recorded plat thereof.

which has the address of 731 W.2nd Street, Hastings, Nebraska.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Taxes and Insurance. There is no requirement under this Deed of Trust for the payment into an escrow account of taxes and insurance premiums on the Property.

3. Applications of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance in the minimum amount of the original indebtedness secured hereby. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of said premiums and

renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other borrower may agree to extend, modify,

forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Lender. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end, the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of Property or Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If the power of sale is invoked, Trustee shall record a notice of default in each county in which any part of the Property is located and shall mail copies of such notice in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. After the time required by applicable law, Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms

designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Upon receipt of payment of the price bid, Trustee shall deliver to the purchaser Trustee's deed conveying the Property. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein, Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, Trustee's fees as permitted by applicable law and reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

20. Lender in Possession. Upon acceleration under Paragraph 19 or abandonment of the Property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recording costs and the cost of preparation of the Deed of Reconveyance.

22. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

23. Request for Notices. Borrower requests that copies of the notices of default and sale be sent to Borrower's address which is the Property Address. Notices to Lender shall be sent to City of Norfolk, 309 North 5th Street, Norfolk, Nebraska.

24. Riders to this Security Instrument. If one or more riders listed below are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. Other riders executed are: None.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Jebadiah Brant a/k/a Jeb Brant, Member

Charla Brant, Member

STATE OF NEBRASKA)
) ss
COUNTY OF ADAMS)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came Jebadiah Brant a/k/a Jeb Brant and Charla Brant, to me known to be the identical persons whose names are subscribed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal at Hastings, Nebraska in said county, the date aforesaid.

Notary Public

REQUEST FOR RECONVEYANCE

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Date: _____

Department: Development Services
Staff Contact: Donald Threewitt
Council Meeting Date: 12/9/2019

AGENDA ITEM SUMMARY SHEET

Description of Item:

Consider approval of First Christian Church Subdivision, a replat of Lot 1, Block 2 of Colonial Estates Second Addition to the City of Hastings, Adams County, Nebraska.

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 of First Christian Church Subdivision, a replat of Lot 1, Block 2 of Colonial Estates Second Addition to the City of Hastings, Adams County, Nebraska.

Deadlines associated with action:

Department head comments:

The applicant intends to subdivide two lots on the northern boundary of the property, presumably for resale and development. The lots are currently zoned R-1 Single-family Residential, and no zone change is contemplated.

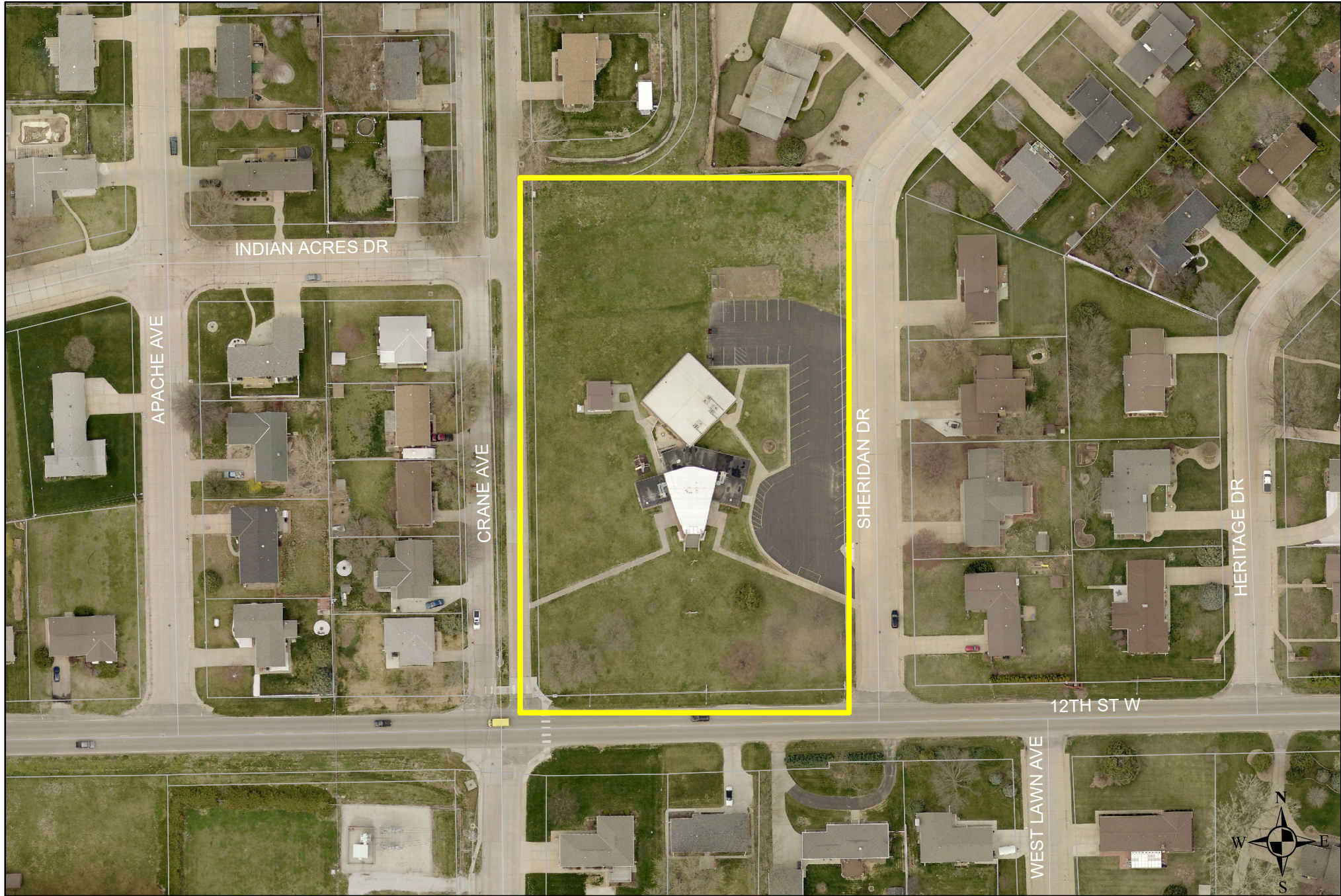
The development review team has reviewed the plat and applicant has made suggested revisions. Staff has worked with the applicant to address any outstanding issues with the plat. Staff believes that the submission meets the criteria outlined in City Code Section 38-202 and 38-203.

City Administrator comments:

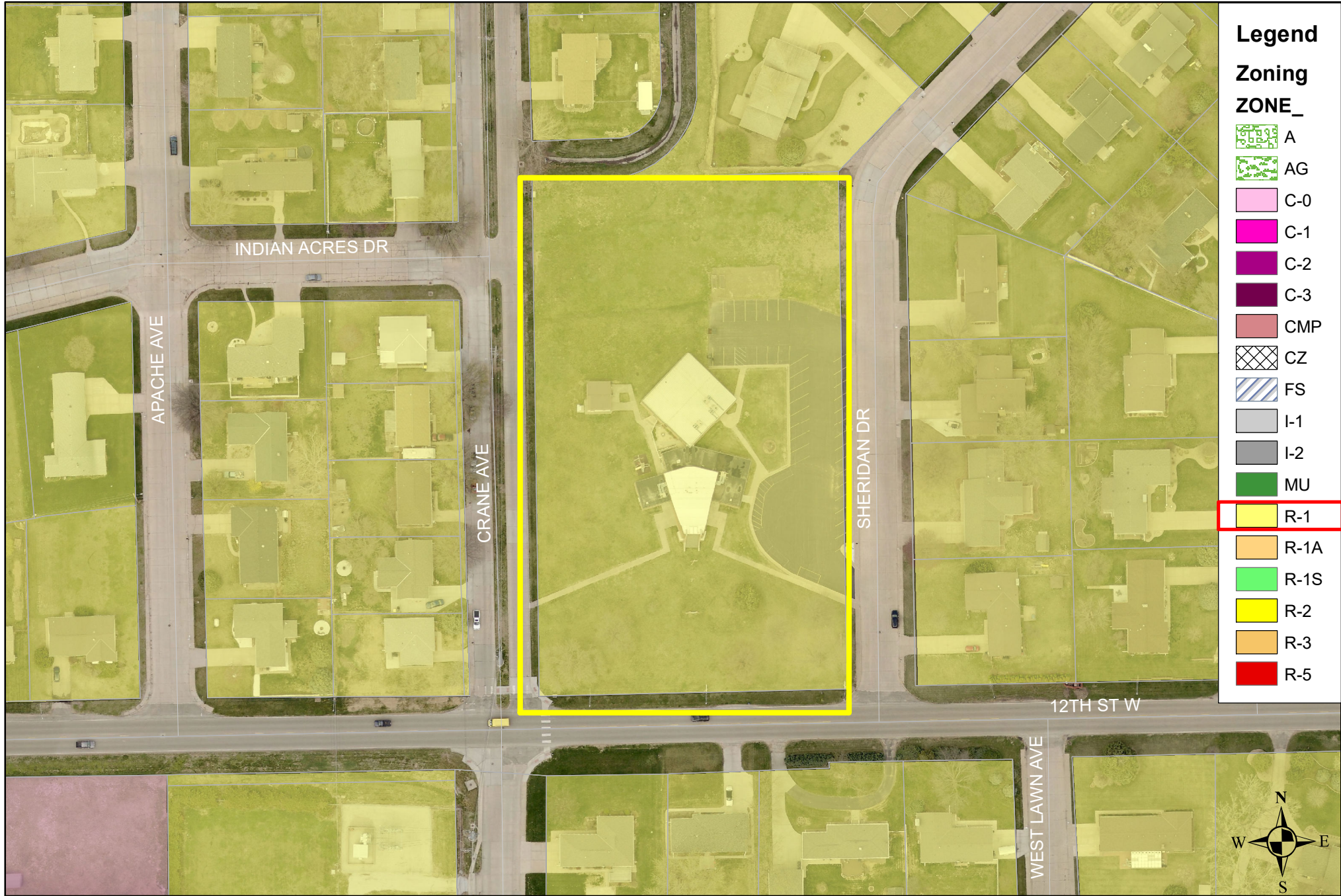
Recommend approval



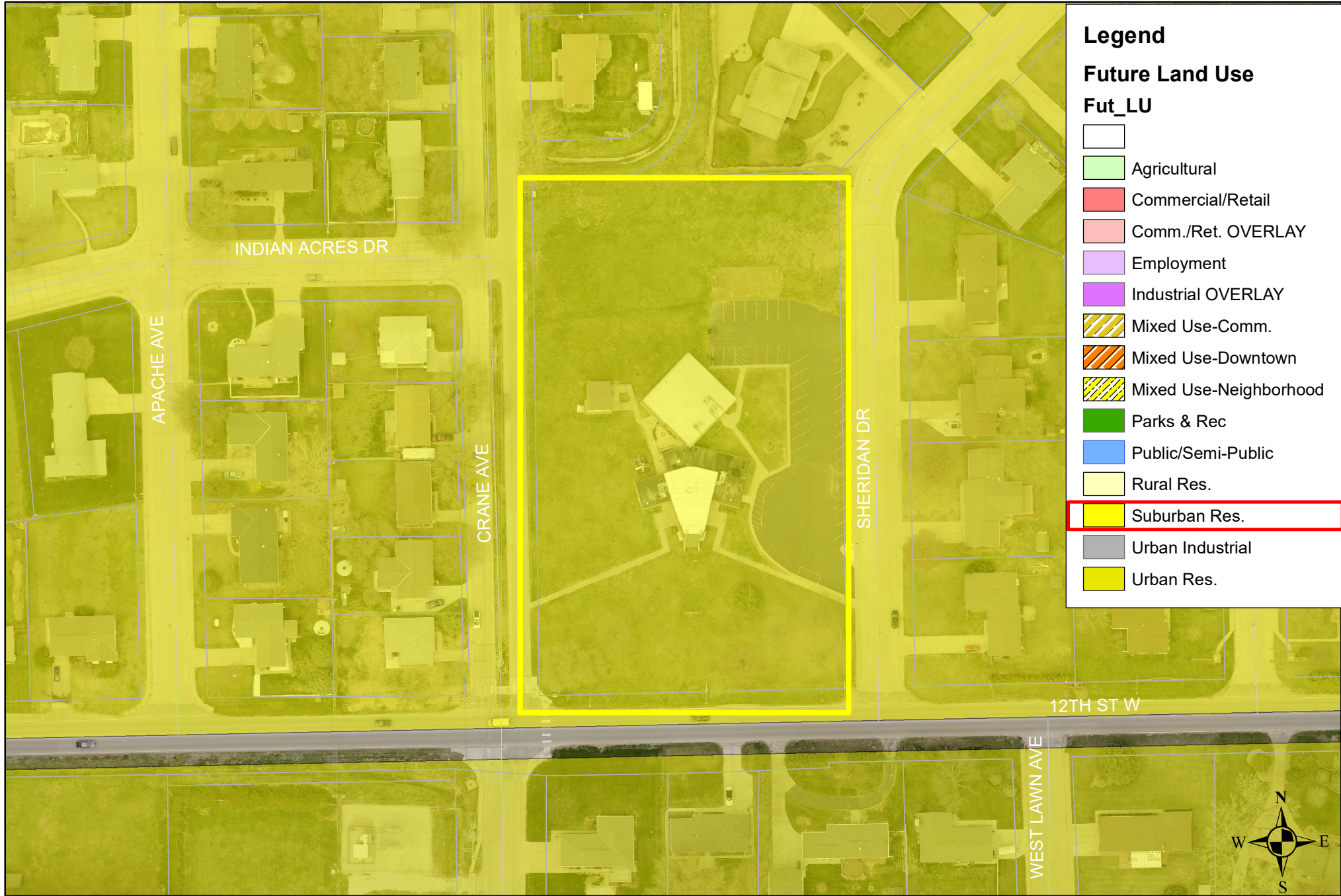
First Christian Church Subdivision, Vicinity Map



First Christian Church Subdivision, Aerial Map



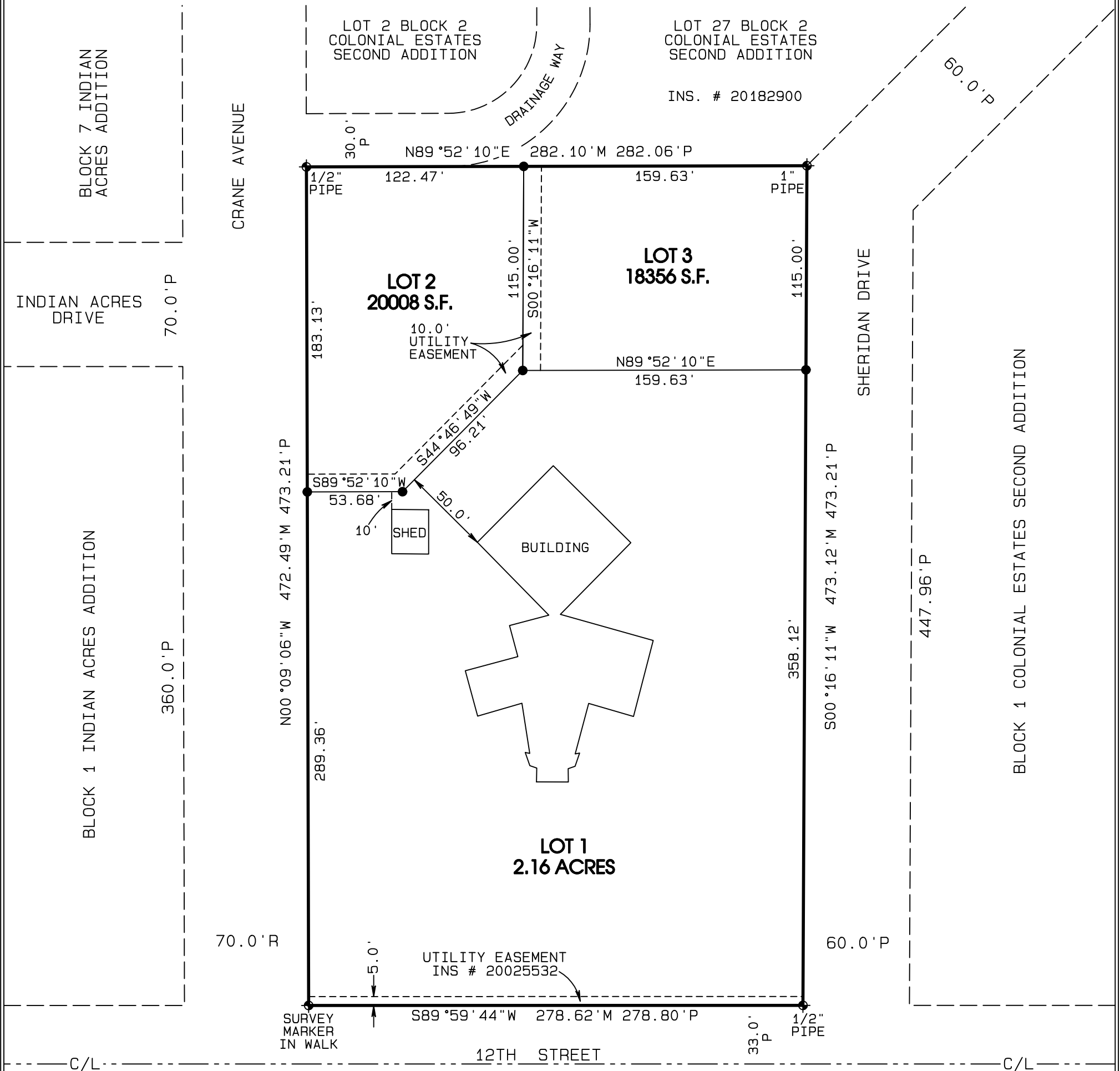
First Christian Church Subdivision, Zoning Map



First Christian Church Subdivision, Future Land Use Map

FIRST CHRISTIAN CHURCH SUBDIVISION

A REPLAT OF LOT 1 OF BLOCK 2, COLONIAL ESTATES SECOND ADDITION TO THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA,



CURRENT AND FUTURE ZONING:
R-1 URBAN SINGLE FAMILY RESIDENTIAL DISTRICT
CURRENT OWNER:
FIRST CHRISTIAN CHURCH (DISCIPLES OF CHRIST)
OF HASTINGS NEBRASKA, A NEBRASKA NON PROFIT CORPORATION.
1201 SHERIDAN DRIVE, HASTINGS, NE 68901

LEGAL DESCRIPTION:
A REPLAT OF LOT 1 OF BLOCK 2, COLONIAL ESTATES SECOND ADDITION TO THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA, HEREAFTER KNOWN AS FIRST CHRISTIAN CHURCH SUBDIVISION.

FLOODPLAIN INFORMATION:
NO PORTION OF THE PROPERTY ON THIS SUBDIVISION PLAT IS LOCATED WITHIN THE 100 YEAR FLOOD HAZARD ZONE "A" AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND FIRM MAP, COMMUNITY PANNEL NUMBER 31001C0160C, EFFECTIVE 7/5/2018.



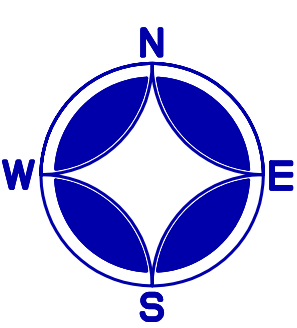
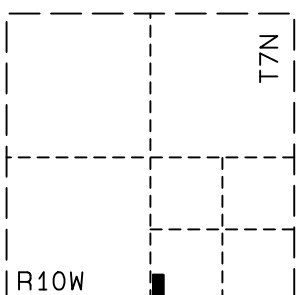
GRUMMERT PROFESSIONAL SERVICES, LLC
2837 WEST HIGHWAY 6, SUITE 206, HASTINGS, NE 68901
PHONE 402-879-5701 EMAIL jmgrummert@yahoo.com
WEBSITE www.grummertsurveying.com

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 OCTOBER 10TH, 2019.

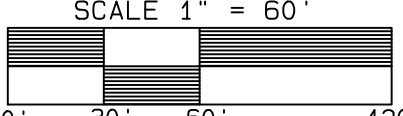
JOSHUA E. GRUMMERT | LS-783

LEGEND :
M-MEASURED DISTANCE
R-RECORD DISTANCE
G-GOVERNMENT DISTANCE
P-PLATTED DISTANCE
D-DEED DISTANCE
● FOUND CORNER
○ CALCULATED POINT
● SET 1/2" X 24" REBAR WITH BLUE LS-783 CAP UNLESS NOTED OTHERWISE

VICINITY SKETCH NOT TO SCALE
ADAMS COUTNY SECTION 2



SCALE 1" = 60'



SHEET 1 OF 3
GPS PROJECT
NO. 080-2019

OWNERS CERTIFICATE AND DEDICATION:

KNOW ALL MEN BY THESE PRESENTS, THAT FIRST CHRISTIAN CHURCH (DISCIPLES OF CHRIST) OF HASTINGS NEBRASKA, A NEBRASKA NON PROFIT CORPORATION, BEING THE OWNER OF RECORD OF THE LAND SHOWN ON THIS PLAT AND DESCRIBED IN THE LEGAL DESCRIPTION HEREON, HAVE CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED, PLATTED AND DESIGNATED AS "FIRST CHRISTIAN CHURCH SUBDIVISION" A SUBDIVISION WITHIN THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA, LOCATED IN THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 7 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 OWNER DOES HEREBY DEDICATE ALL STREETS AND EASEMENTS SHOWN ON THE PLAT TO THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA.

SIGNED THIS _____ DAY OF _____, 2019.

FIRST CHRISTIAN CHURCH (DISCIPLES OF CHRIST) OF HASTINGS NEBRASKA, A NEBRASKA NON PROFIT CORPORATION

_____(TITLE) _____
PRINTED NAME

SIGNATURE

_____(TITLE) _____
PRINTED NAME

SIGNATURE

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.

FIRST CHRISTIAN CHURCH (DISCIPLES OF CHRIST) OF HASTINGS NEBRASKA, A NEBRASKA NON PROFIT CORPORATION

_____(TITLE) _____
PRINTED NAME

SIGNATURE

_____(TITLE) _____
PRINTED NAME

SIGNATURE

ACKNOWLEDGEMENT

STATE OF NEBRASKA }
COUNTY OF _____ } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE _____ DAY

OF _____, 2019, BY _____ (TITLE) _____

OF THE FIRST CHRISTIAN CHURCH (DISCIPLES OF CHRIST) OF HASTINGS NEBRASKA, A NEBRASKA NON PROFIT CORPORATION,

AND BY _____ (TITLE) _____

OF THE FIRST CHRISTIAN CHURCH (DISCIPLES OF CHRIST) OF HASTINGS NEBRASKA, A NEBRASKA NON PROFIT CORPORATION

MY COMMISSION EXPIRES THE _____ DAY OF

_____, _____.

(SEAL) _____
NOTARY

MAYOR AND CITY COUNCIL ACTION

THIS PLAT OF FIRST CHRISTIAN CHURCH SUBDIVISION, A SUBDIVISION WITHIN

THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA, IS

HEREBY _____, DATED THIS _____ DAY OF _____, _____.

MAYOR CITY CLERK

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 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

CITY ENGINEER'S APPROVAL

I, THE UNDERSIGNED, DO HEREBY _____ THIS PLAT OF FIRST CHRISTIAN CHURCH SUBDIVISION,
A SUBDIVISION WITHIN THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA.

CITY ENGINEER

CITY PLANNING COMMISSION RECOMMENDATION

THIS PLAT OF FIRST CHRISTIAN CHURCH SUBDIVISION, A SUBDIVISION WITHIN 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

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

LIMITED TITLE REPORT

IT-19-2120

To: Grummert Professional Services
Attn: Josh Grummert, LS-783
2837 W. Hwy 6, Hastings, NE 68901
402-879-5701; jmgrummert@yahoo.com

This Certificate is not an abstract of title in that it is not a complete compilation of all facts of record relative to the property, nor is it a complete chain of title search, and, it is not an opinion on the title nor is it a policy of title insurance.

We hereby certify that we have examined the records in the offices of the County Register of Deeds, County Treasurer and the Clerk of the District Court of Adams County, Nebraska, and from such find as follows:

DESCRIPTION OF REAL ESTATE:

Lot One (1), Block Two (2), Colonial Estates Second Addition to the City of Hastings, Adams County, Nebraska.
Property Address: 1201 Sheridan Dr., Hastings, NE 68901

GRANTEE IN LAST DEED OF RECORD:

FIRST CHRISTIAN CHURCH OF HASTINGS, NEBRASKA, a Nebraska Corporation, pursuant to Corporation Warranty Deed from Johnson Imperial Home Co. of Hastings, a corporation organized and existing under and by virtue of the laws of the State of Nebraska, dated December 20, 1969 and recorded February 5, 1970 in Deed Book 187, Page 305 in the records of Adams County, Nebraska.

UNRELEASED MORTGAGES OF RECORD: none of record.

TAXES:

ID#010016943: Real estate taxes for 2018 and prior year's show EXEMPT.
Assessed Value (2019): \$EXEMPT
No unpaid special assessments shown in the County Treasurer's office.

STATE AND FEDERAL LIENS:

None Against – First Christian Church of Hastings

JUDGEMENTS AND SUITS PENDING:

None Against – First Christian Church of Hastings

WITNESS OUR HAND this 7th day of October 2019, at 7:00 a.m.

IDEAL TITLE LLC

By 
Registered Abstractor #803; Certificate of Authority #642
Address: 354 N Commercial, Superior, NE 68978
Phone: 402-879-4341; Email: idealtitle@yahoo.com

This certificate is made for the benefit of the above addressed and is not to be used by any other entity for any other purpose. No search is done for financing statements and/or security agreements filed with the County Clerk and/or Uniform Commercial Code Office of the Nebraska Secretary of State. If you want to obtain information concerning possible bankruptcy proceedings involving Grantee named above or which bankruptcy proceedings may affect the real estate described above, you should contact the Bankruptcy Court for the District of Nebraska.

Department: City Attorney

Staff Contact:

Council Meeting Date: 12/9/2019

AGENDA ITEM SUMMARY SHEET

Description of Item:

Resolution 2019-59 approves one of the 4 options that have been identified by Olsson, providing engineering options, to address the dilapidated old 281, a/k/a 16th Street Viaduct. 4 Options of Resolution 2019-59 have been prepared. They have been described by Options 1,2,3, and 4. Each option addressed one of the options identified by Olsson. So, Option 1 provides for tear down of the Viaduct. Option 2 provides for extensive repair of the Viaduct. Option 3 provides for a combination of repair and construction of a new bridge utilizing a shorter span at the existing Viaduct location. Option 4 provides for demolition of the existing Viaduct and construction of a new viaduct at aligning possibly either at Eastside Boulevard or at some other location to be determined later.

Names of People/Business affected by this action:

Public.

Why Council action is required:

Approval of one the option of Resolution 2019-59.

Type of action requested:

Resolution

Suggested motion:

Motion to approve one of the 4 options of Resolution 2019-59. If one of the versions is moved and seconded but fails to win approval then one of the remaining versions can be considered by the Council after receiving a motion and a second.

Deadlines associated with action:

None.

Department head comments:

City Administrator comments:

Recommend approval of one of he four options of the Resolution

RESOLUTION NO. 2019-59

WHEREAS, the old U.S. Highway 281, a/k/a 16th Street Viaduct, was originally constructed in 1934, and

WHEREAS, the Viaduct was closed to protect the public safety on May 31, 2019, and

WHEREAS, since the closure of the Viaduct the City of Hastings has, with the assistance of Olsson, an engineering firm, explored options ranging from doing nothing to the Viaduct, to demolishing the Viaduct, to doing extensive repairs on the Viaduct, to repairing the Viaduct maintaining the existing alignment of the Viaduct with a shorter span/new bridge; and to demolishing the Viaduct and constructing a new viaduct, approved pursuant to Nebraska Revised Statute 18-617 et seq. in its place, either aligning with Eastside Boulevard or at some other location; and

WHEREAS, on November 25, 2019 the Mayor and City Council of the City of Hastings unanimously passed Resolution No. 2019-57 declaring that the old U.S. Highway 281 Viaduct, a/k/a the 16th Street Viaduct has become a public safety matter due to its deterioration over time and the immediate preservation of public safety is an urgent measure for which a decision needs to be made; and

WHEREAS, on November 25, 2019 the Mayor and City Council of the City of Hastings unanimously passed Resolution No. 2019-57 stating that the December 9, 2019 City Council agenda would have an item on it and determine which option to pursue regarding the Viaduct, and

WHEREAS, on December 2, 2019 the Mayor and City Council of the City of Hastings held a work session wherein the alternatives were considered by Mayor and City Council with input being provided by Olsson, and

WHEREAS, at its December 9, 2019 meeting the Mayor and City Council once again discussed the options available regarding the Viaduct, and

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

BE IT RESOLVED by the Mayor and City Council of the City of Hastings, Nebraska, that the “Tear Down” option, designated as Option 1 by Olsson, having an estimated cost of \$1,464,140.00 is hereby approved and staff is directed to take such steps to accomplish the demolition of the Viaduct as expeditiously as possible.

PASSED AND APPROVED this ____ day of December, 2019.

ATTEST:

Mayor

City Clerk

(S E A L)

Approved as to form:

City Attorney

RESOLUTION NO. 2019-59

WHEREAS, the old U.S. Highway 281, a/k/a 16th Street Viaduct, was originally constructed in 1934, and

WHEREAS, the Viaduct was closed to protect the public safety on May 31, 2019, and

WHEREAS, since the closure of the Viaduct the City of Hastings has, with the assistance of Olsson, an engineering firm, explored options ranging from doing nothing to the Viaduct, to demolishing the Viaduct, to doing extensive repairs on the Viaduct, to repairing the Viaduct maintaining the existing alignment of the Viaduct with a shorter span/new bridge; and to demolishing the Viaduct and constructing a new viaduct, approved pursuant to Nebraska Revised Statute 18-617 et seq. in its place, either aligning with Eastside Boulevard or at some other location; and

WHEREAS, on November 25, 2019 the Mayor and City Council of the City of Hastings unanimously passed Resolution No. 2019-57 declaring that the old U.S. Highway 281 Viaduct, a/k/a the 16th Street Viaduct has become a public safety matter due to its deterioration over time and the immediate preservation of public safety is an urgent measure for which a decision needs to be made; and

WHEREAS, on November 25, 2019 the Mayor and City Council of the City of Hastings unanimously passed Resolution No. 2019-57 stating that the December 9, 2019 City Council agenda would have an item on it and determine which option to pursue regarding the Viaduct, and

WHEREAS, on December 2, 2019 the Mayor and City Council of the City of Hastings held a work session wherein the alternatives were considered by Mayor and City Council with input being provided by Olsson, and

WHEREAS, at its December 9, 2019 meeting the Mayor and City Council once again discussed the options available regarding the Viaduct, and

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

BE IT RESOLVED by the Mayor and City Council of the City of Hastings, Nebraska, that the “Extensive Repair” option, designated as Option 2 by Olsson, having an estimated cost of \$3,095,120.00 is hereby approved and staff is directed to take such steps to accomplish the extensive repair of the Viaduct as expeditiously as possible.

PASSED AND APPROVED this ____ day of December, 2019.

ATTEST:

Mayor

City Clerk

(S E A L)

Approved as to form:

City Attorney

RESOLUTION NO. 2019-59

WHEREAS, the old U.S. Highway 281, a/k/a 16th Street Viaduct, was originally constructed in 1934, and

WHEREAS, the Viaduct was closed to protect the public safety on May 31, 2019, and

WHEREAS, since the closure of the Viaduct the City of Hastings has, with the assistance of Olsson, an engineering firm, explored options ranging from doing nothing to the Viaduct, to demolishing the Viaduct, to doing extensive repairs on the Viaduct, to repairing the Viaduct maintaining the existing alignment of the Viaduct with a shorter span/new bridge; and to demolishing the Viaduct and constructing a new viaduct, approved pursuant to Nebraska Revised Statute 18-617 et seq. in its place, either aligning with Eastside Boulevard or at some other location; and

WHEREAS, on November 25, 2019 the Mayor and City Council of the City of Hastings unanimously passed Resolution No. 2019-57 declaring that the old U.S. Highway 281 Viaduct, a/k/a the 16th Street Viaduct has become a public safety matter due to its deterioration over time and the immediate preservation of public safety is an urgent measure for which a decision needs to be made; and

WHEREAS, on November 25, 2019 the Mayor and City Council of the City of Hastings unanimously passed Resolution No. 2019-57 stating that the December 9, 2019 City Council agenda would have an item on it and determine which option to pursue regarding the Viaduct, and

WHEREAS, on December 2, 2019 the Mayor and City Council of the City of Hastings held a work session wherein the alternatives were considered by Mayor and City Council with input being provided by Olsson, and

WHEREAS, at its December 9, 2019 meeting the Mayor and City Council once again discussed the options available regarding the Viaduct, and

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

BE IT RESOLVED by the Mayor and City Council of the City of Hastings, Nebraska, that the “Repair maintaining the existing alignment of the Viaduct with a new bridge/shorter span” option, designated as Option 3 by Olsson, having an estimated cost of \$12,466,370.00 is hereby approved and staff is directed to take such steps to accomplish the repairs maintaining the existing alignment of the Viaduct with a new bridge/shorter span as expeditiously as possible including taking such steps as may be necessary to comply with the provisions of Nebraska Revised Statutes 18-617 et seq.

PASSED AND APPROVED this _____ day of December, 2019.

ATTEST:

Mayor

City Clerk

(S E A L)

Approved as to form:

City Attorney

Viaduct

Option 4 (Remove Viaduct –Build New relocated Viaduct)

RESOLUTION NO. 2019-59

WHEREAS, the old U.S. Highway 281, a/k/a 16th Street Viaduct, was originally constructed in 1934, and

WHEREAS, the Viaduct was closed to protect the public safety on May 31, 2019, and

WHEREAS, since the closure of the Viaduct the City of Hastings has, with the assistance of Olsson, an engineering firm, explored options ranging from doing nothing to the Viaduct, to demolishing the Viaduct, to doing extensive repairs on the Viaduct, to repairing the Viaduct maintaining the existing alignment of the Viaduct with a shorter span/new bridge; and to demolishing the Viaduct and constructing a new viaduct, approved pursuant to Nebraska Revised Statute 18-617 et seq. in its place, either aligning with Eastside Boulevard or at some other location; and

WHEREAS, on November 25, 2019 the Mayor and City Council of the City of Hastings unanimously passed Resolution No. 2019-57 declaring that the old U.S. Highway 281 Viaduct, a/k/a the 16th Street Viaduct has become a public safety matter due to its deterioration over time and the immediate preservation of public safety is an urgent measure for which a decision needs to be made; and

WHEREAS, on November 25, 2019 the Mayor and City Council of the City of Hastings unanimously passed Resolution No. 2019-57 stating that the December 9, 2019 City Council agenda would have an item on it and determine which option to pursue regarding the Viaduct, and

WHEREAS, on December 2, 2019 the Mayor and City Council of the City of Hastings held a work session wherein the alternatives were considered by Mayor and City Council with input being provided by Olsson, and

WHEREAS, at its December 9, 2019 meeting the Mayor and City Council once again discussed the options available regarding the Viaduct, and

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

BE IT RESOLVED by the Mayor and City Council of the City of Hastings, Nebraska, that the “Demolish Viaduct and construct new viaduct either aligning with Eastside Boulevard or at some other location” option, designated as Option 4 by Olsson, having an estimated cost of \$13,014,550.32 is hereby approved and staff is directed to take such steps to accomplish the demolition of the Viaduct and construct new viaduct either aligning with Eastside Boulevard or at some other location as expeditiously as possible including taking such steps as may be necessary to comply with the provisions of Nebraska Revised Statutes 18-617 et seq.

PASSED AND APPROVED this ____ day of December, 2019.

ATTEST:

Mayor

City Clerk

(S E A L)

Approved as to form:

City Attorney

OLD 281 VIADUCT FINANCING OPTIONS (Assuming a \$1.5 million dollar bond issue)

Effect on taxes for a \$100,000 house in Hastings
Tear Down Option

5-Year level amortization:

Assumed average interest rate of 2.50%, Annual Debt Service of \$1,291,500
Estimated annual levy 9.375 Cents per \$100 of taxable value

Effect on \$100,000 house: \$23.44/year for 5 years

10-Year level amortization:

Assumed average interest rate of 2.75%, Annual Debt Service of \$695,000
Estimated annual levy 5.045 Cents per \$100 of taxable value

Effect on \$100,000 house: \$12.61/year for 10 years

15-Year level amortization:

Assumed average interest rate of 3.00%, Annual Debt Service of \$502,600
Estimated annual levy 3.648 Cents per \$100 of taxable value

Effect on \$100,000 house: \$9.12/year for 15 years

20-Year level amortization:

Assumed average interest rate of 3.30%, Annual Debt Service of \$414,600
Estimated annual levy 3.009 Cents per \$100 of taxable value

Effect on \$100,000 house: \$7.50/year for 20 years

OLD 281 VIADUCT FINANCING OPTIONS (Assuming a \$3.1 million dollar bond issue)

Effect on taxes for a \$100,000 house in Hastings
Extensive Repairs Option

5-Year level amortization:

Assumed average interest rate of 2.50%, Annual Debt Service of \$1,291,500
Estimated annual levy 9.375 Cents per \$100 of taxable value

Effect on \$100,000 house: \$45.44/year for 5 years

10-Year level amortization:

Assumed average interest rate of 2.75%, Annual Debt Service of \$695,000
Estimated annual levy 5.045 Cents per \$100 of taxable value

Effect on \$100,000 house: \$26.07/year for 10 years

15-Year level amortization:

Assumed average interest rate of 3.00%, Annual Debt Service of \$502,600
Assumed average interest rate of 3.00%, Annual Debt Service of \$502,600

Effect on \$100,000 house: \$18.85/year for 15 years

20-Year level amortization:

Assumed average interest rate of 3.30%, Annual Debt Service of \$414,600
Estimated annual levy 3.009 Cents per \$100 of taxable value

Effect on \$100,000 house: \$15.50/year for 20 years

OLD 281 VIADUCT FINANCING OPTIONS (Assuming a \$12,467 million dollar bond issue)

Effect on taxes for a \$100,000 house in Hastings
New Shorter Span Option

5-Year level amortization:

Assumed average interest rate of 2.50%, Annual Debt Service of \$1,291,500
Estimated annual levy 9.375 Cents per \$100 of taxable value

Effect on \$100,000 house: \$194.81/year for 5 years

10-Year level amortization:

Assumed average interest rate of 2.75%, Annual Debt Service of \$695,000
Estimated annual levy 5.045 Cents per \$100 of taxable value

Effect on \$100,000 house: \$104.84/year for 10 years

15-Year level amortization:

Assumed average interest rate of 3.00%, Annual Debt Service of \$502,600
Assumed average interest rate of 3.00%, Annual Debt Service of \$502,600

Effect on \$100,000 house: \$75.81/year for 15 years

20-Year level amortization:

Assumed average interest rate of 3.30%, Annual Debt Service of \$414,600
Estimated annual levy 3.009 Cents per \$100 of taxable value

Effect on \$100,000 house: \$62.48/year for 20 years

OLD 281 VIADUCT FINANCING OPTIONS (Assuming a \$13.0.5 million dollar bond issue)

Effect on taxes for a \$100,000 house in Hastings
New Alignment Option

5-Year level amortization:

Assumed average interest rate of 2.50%, Annual Debt Service of \$1,291,500
Estimated annual levy 9.375 Cents per \$100 of taxable value

Effect on \$100,000 house: \$203.34/year for 5 years

10-Year level amortization:

Assumed average interest rate of 2.75%, Annual Debt Service of \$695,000
Estimated annual levy 5.045 Cents per \$100 of taxable value

Effect on \$100,000 house: \$106.43/year for 10 years

15-Year level amortization:

Assumed average interest rate of 3.00%, Annual Debt Service of \$502,600
Assumed average interest rate of 3.00%, Annual Debt Service of \$502,600

Effect on \$100,000 house: \$79.13/year for 15 years

20-Year level amortization:

Assumed average interest rate of 3.30%, Annual Debt Service of \$414,600
Estimated annual levy 3.009 Cents per \$100 of taxable value

Effect on \$100,000 house: \$65.07/year for 20 years

Neb. Rev. Stat. §18-617

Whenever the governing body of any city or village within the state believes the construction of a viaduct over or subway under the track or tracks of any railroad within its corporate limits is necessary for the public safety, convenience, and welfare, it shall pass a resolution so declaring. Thereafter such governing body shall publish a notice of the passage of said resolution six consecutive days in a newspaper published or of general circulation in said city or village or, if there be no such daily newspaper, then two consecutive weeks in a weekly newspaper published or of general circulation therein. The notice of the passage of said resolution, published as aforesaid, shall include an exact copy of same.

Neb. Rev. Stat. §18-618

After the passage and publication of said resolution, said city or village shall have authority to enter into contracts and agreements with any railroad company or companies over or under whose railroad such structure is to be constructed providing for the construction and maintenance of such viaduct or subway and for the apportionment of the costs thereof; *Provided*, such agreement or contract shall not be effective nor shall any work be commenced until after such matter is submitted to a vote of the electors as hereinafter provided.

Neb. Rev. Stat. §18-623

The governing body of any such city or village shall, after agreeing with such railroad company or companies as provided in section 18-618 or after an order, other than one of dismissal, of the governing body, sitting as a board of equalization as provided in sections 18-620 to 18-622, at the next general election or at a special election called for the purpose, submit to the electors of the said city or village the question of whether such village or city and said railroad company or companies shall construct and maintain a viaduct or subway in accordance with any agreement made or in accordance with the order of the governing body of such city or village, and whether such city or village shall have the power to levy taxes or borrow money and pledge the property and credit of said city or village upon its negotiable bonds to pay its proportion of all costs connected therewith. The ballot shall contain concise statements, to be prepared by the city attorney, of the original ordinance declaring the necessity and, if said structure is to be constructed under the provisions of any agreement, a concise statement of the provisions of the agreement or, if it is to be constructed by virtue of an order of the governing body, a concise statement of said order, and in any instance a statement of the estimated amount of the costs of the construction and maintenance of said structure, including the cost of acquisition of or damage to property to be borne by said city or village and the method by which said share of such costs of such city or village is to be obtained. The city or village may, at its option, proceed with said election notwithstanding the pendency of any appeal of any railroad company as hereinbefore provided.

OPTION 1 - BRIDGE/ROADWAY REMOVAL				
Item	Quantity	Unit	Unit Price	Construction Cost
Remove Bridge	1.00	LS	\$ 500,000.00	\$ 500,000.00
Remove West Approach & Terminate Road	1.00	LS	\$ 50,000.00	\$ 50,000.00
Remove East Approach & Terminate Road	1.00	LS	\$ 150,000.00	\$ 150,000.00
Sutotal				\$ 700,000.00
Mobilization				30% \$ 210,000.00
Contingency				40% \$ 364,000.00
Total Construction Cost				\$ 1,274,000.00
Additional Impacts/Utility Relocations				\$ 50,000.00
Engineering	@5% Construction			\$ 63,700.00
Construction Engineering	@6% Construction			\$ 76,440.00
TOTAL COST				\$ 1,464,140.00

Abutment to Abutment, higher cost than Options 3 and 4 due to more risk without full project
Remove retaining walls and fill and match surround grade (100')
Remove pavement to 19th St and dead end (750' x 30'), leaving embankment

Higher mobilization due to less work
Higher contingency due to less work

No ROW anticipated. Minimal utility relocations - appears electricity for street lights and lights on bridge
Minimal plans necessary for removal compared to design, reduced fee. All railroad coordination falls on contractor
Minimal involvement during removal

OPTION 2 - EXTENSIVE BRIDGE REPAIRS				
Item	Quantity	Unit	Unit Price	Construction Cost
Preparation of Bridge	1.00	LS	\$ 200,000.00	\$ 200,000.00
Pier Cap Raise for Bearings	1.00	LS	\$ 130,000.00	\$ 130,000.00
Pier Concrete Repairs	1.00	LS	\$ 80,000.00	\$ 80,000.00
Pier FRP Wrap	1.00	LS	\$ 200,000.00	\$ 200,000.00
Pier 7 & 8 Crash Walls	1.00	LS	\$ 100,000.00	\$ 100,000.00
Bearing Replacement	1.00	LS	\$ 140,000.00	\$ 140,000.00
Replace West Abutment	1.00	LS	\$ 300,000.00	\$ 300,000.00
Replace Span 1	1.00	LS	\$ 90,000.00	\$ 90,000.00
Expansion Joint Replacement	1.00	LS	\$ 40,000.00	\$ 40,000.00
Sutotal				\$ 1,280,000.00
Mobilization				30% \$ 384,000.00
Contingency				50% \$ 832,000.00
Total Construction Cost				\$ 2,496,000.00
Additional Impacts/Utility Relocations				\$ 50,000.00
Engineering	@10% Construction			\$ 249,600.00
Construction Engineering	@12% Construction			\$ 299,520.00
TOTAL COST				\$ 3,095,120.00

To raise the pedestals as required for thinner bearings
To repair existing concrete prior to FRP wrap

Includes all bearings, expansion/fixes, and temporary supports for replacement. Also includes painting girder end:

Remove span 1 girders, reinstall after abutment/pier work. Pour new deck/rails in the span.
Includes joint, deck concrete/rebars

Higher mobilization due to multiple different repair tasks
Higher contingency due to unknowns with repair prices

Utilities may be impacted by West Abutment and Span 1 work

OPTION 3 - EXISTING ALIGNMENT, NEW/SHORTER BRIDGE				
Item	Quantity	Unit	Unit Price	Construction Cost
Remove Pavement	7,000.00	SY	\$ 10.00	\$ 70,000.00
Construct 6-inch Surfaced Shoulder	2,000.00	SY	\$ 55.00	\$ 110,000.00
Construct 10-inch Concrete Pavement (47B-3500)	4,750.00	SY	\$ 80.00	\$ 380,000.00
Grading	50,000.00	CY	\$ 15.00	\$ 750,000.00
Traffic Control	1.00	LS	\$ 25,000.00	\$ 25,000.00
Erosion Control	1.00	LS	\$ 60,000.00	\$ 60,000.00
Drainage Items	1.00	LS	\$ 50,000.00	\$ 50,000.00
MSE Walls	2.00	LS	\$ 400,000.00	\$ 800,000.00
Bridge Removal	1.00	LS	\$ 500,000.00	\$ 500,000.00
Bridge	13,625.00	SF	\$ 260.00	\$ 3,542,500.00
Sutotal				\$ 6,287,500.00
Mobilization				20% \$ 1,257,500.00
Contingency				30% \$ 2,263,500.00
Total Construction Cost				\$ 9,808,500.00
Additional ROW Acquisitions/Impacts/Utility Relocations				\$ 500,000.00
Engineering	@10% Construction			\$ 980,850.00
Construction Engineering	@12% Construction			\$ 1,177,020.00
TOTAL COST				\$ 12,466,370.00

Assumed 1500 LF x 24' Width, added in some additional removals for pavement around south end of bridge (3k SY)
Assumed 1500 LF x 2 x 6' Width

Assumed 1500 LF x 28' Width

Railroad used to go below Span 6, unknown where RR ROW is. MSE Wall to be outside of their ROW. Use Pier 4 to Abutment 2 - 335', 38' clear roadway, no sidewalks added

Bridge price base of \$225, 30% contingency for road and 50% for bridge. Bridge base price increased accordingly.

Includes purchase of old restaurant building (\$60k), easements on south side of tracks

OPTION 4 - NEW ALIGNMENT, EASTSIDE BLVD				
Item	Quantity	Unit	Unit Price	Construction Cost
Remove Pavement	11,000.00	SY	\$ 10.00	\$ 110,000.00
Construct 6-inch Surfaced Shoulder	5,000.00	SY	\$ 55.00	\$ 275,000.00
Construct 10-inch Concrete Pavement (47B-3500)	12,500.00	SY	\$ 70.00	\$ 875,000.00
Grading	75,000.00	CY	\$ 15.00	\$ 1,125,000.00
Traffic Control	1.00	LS	\$ 25,000.00	\$ 25,000.00
Erosion Control	1.00	LS	\$ 125,000.00	\$ 125,000.00
Drainage Items	1.00	LS	\$ 100,000.00	\$ 100,000.00
MSE Walls	2.00	LS	\$ 400,000.00	\$ 800,000.00
Bridge Removal	1.00	LS	\$ 500,000.00	\$ 500,000.00
Bridge	8,135.00	SF	\$ 260.00	\$ 2,115,100.00
Sutotal				\$ 6,050,100.00
Mobilization				20% \$ 1,210,020.00
Contingency				30% \$ 2,178,036.00
Total Construction Cost				\$ 9,438,156.00
Additional ROW Acquisitions/Impacts/Utility Relocations				\$ 1,500,000.00
Engineering	@10% Construction			\$ 943,815.60
Construction Engineering	@12% Construction			\$ 1,132,578.72
TOTAL COST				\$ 13,014,550.32

Assumed 4,000 LF x 24' width, and bumped up to account for additional removal for driveways
Assumed 4,000 LF x 2 sides x 6' width - Rounded down for urban section south of bridge and driveway connections

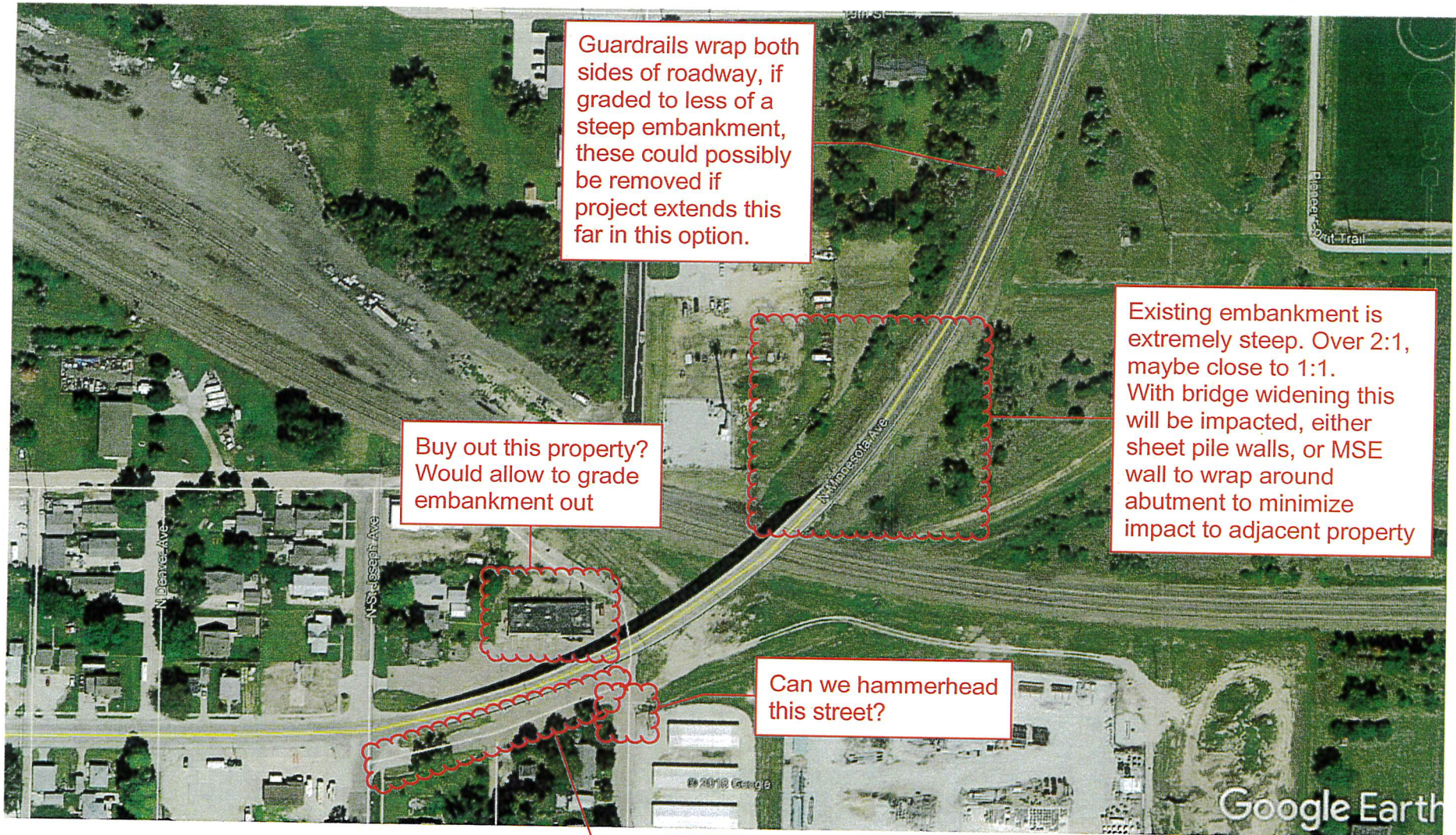
Assumed 4,000 LF x 28' width

Bridge to the east is 200'. Matched this bridge and used a 38' clear roadway, no sidewalks added

Bridge price base of \$225, 30% contingency for road and 50% for bridge. Bridge base price increased accordingly.

Includes purchase of apartment complex (\$850k), ROW acquisitions of NDOT land, overhead power relocations that aren't in public ROW

Option 3 Notes



Guardrails wrap both sides of roadway, if graded to less of a steep embankment, these could possibly be removed if project extends this far in this option.

Buy out this property?
Would allow to grade embankment out

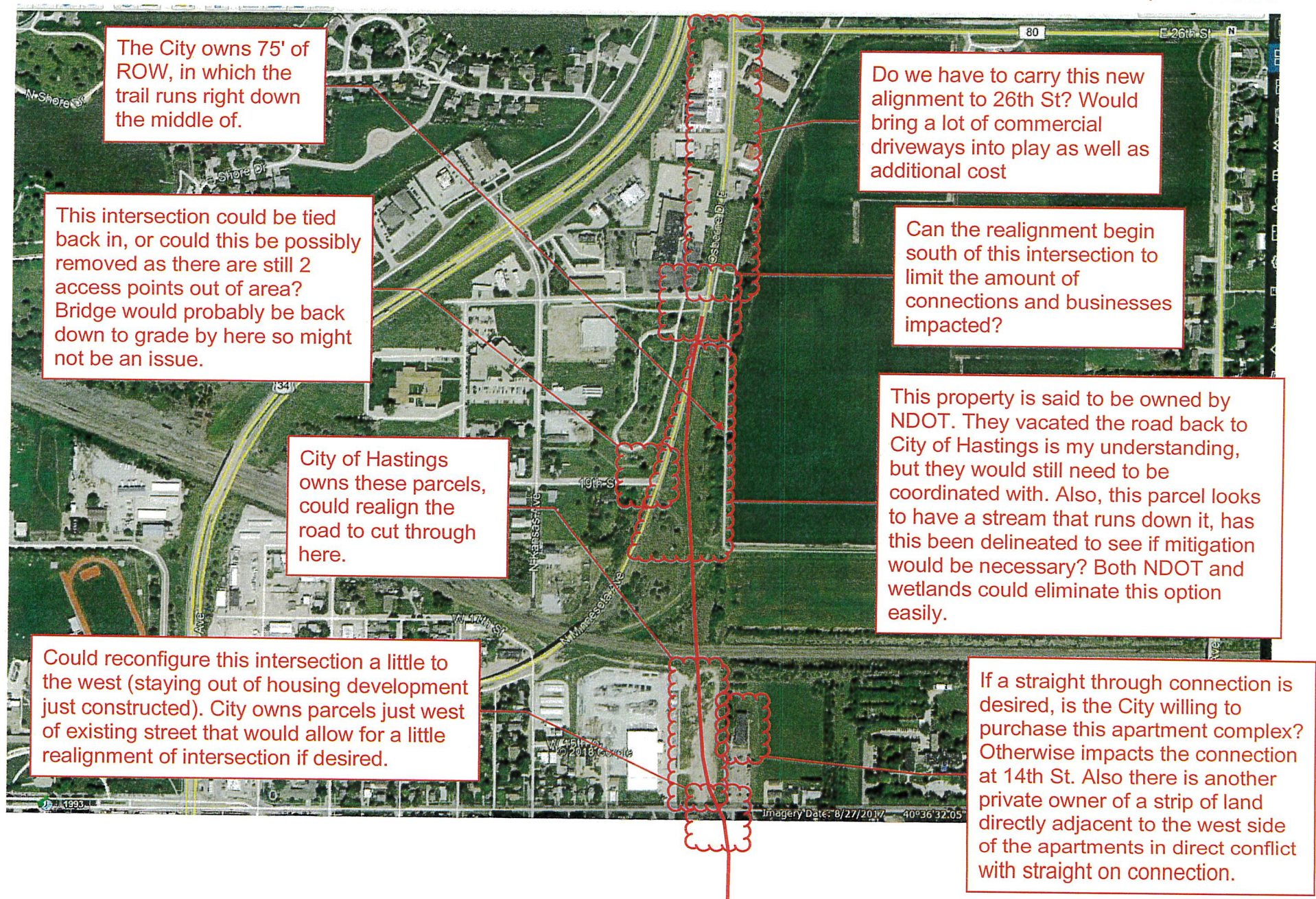
N Minnesota Ave

Existing embankment is extremely steep. Over 2:1, maybe close to 1:1. With bridge widening this will be impacted, either sheet pile walls, or MSE wall to wrap around abutment to minimize impact to adjacent property

Can we hammerhead this street?

Vacate this street and remove?
Would allow some grading to occur to reduce MSE wall length, surface area.

Option 4 Notes



Department: Engineering
Staff Contact: David Wacker
Council Meeting Date: 12/9/2019

AGENDA ITEM SUMMARY SHEET

Description of Item:

Resolution approving plans, specifications, and estimate of costs for Project M-330 (93) 42nd Street - 1300' West of US 281 to Baltimore Avenue and authorize advertisement for bids.

Names of People/Business affected by this action:

Project Owners
City of Hastings - Utility and Street Departments
Motorists

Why Council action is required:

Formal action approving plans; Bond Transcript Requirements (Option)

Type of action requested:

Resolution

Suggested motion:

Resolution No 2019-58

Deadlines associated with action:

As soon as possible

Department head comments:

This action formally approves plans and specifications for the 42nd Street Project from approximately 1300' West of US 281 to Baltimore Avenue and authorizes advertisement for bids. This project is included in our One-Year plan as a priority and was funded in the current 2019-2020 budget.
Upon finalizing R.O.W negotiation advertisement will follow.

Recommend Approval

City Administrator comments:

Recommend approval

RESOLUTION 2019-58

RESOLUTION APPROVING THE PLANS, SPECIFICATIONS AND ESTIMATE OF COST FOR STREET IMPROVEMENT PROJECT M-330 (93) – 42ND STREET – 1300' WEST OF US281 TO BALTIMORE AVENUE 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 Project No. M-330 (93) – 42ND Street– 1300' West of US281 to Baltimore Avenue 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 9th day of December, 2019.

Mayor

ATTEST:

City Clerk

(SEAL)

Approved as to form:

City Attorney

Department: Engineering
Staff Contact: David Wacker
Council Meeting Date: 12/9/2019

AGENDA ITEM SUMMARY SHEET

Description of Item:

Resolution No. 2019-60 approving plans, specifications, estimate of costs, and authorization to advertise for bids for Street Improvement District Project No. 2019-4 - West Laux Drive and East Laux Drive Pioneer Spirit Trail (West line of Trail Ridge Addition to 33rd Street).

Names of People/Business affected by this action:

City of Hastings - Utility and Street Departments
HEDC

Why Council action is required:

District Creation Protocol; Bond Transcript Requirements

Type of action requested:

Resolution

Suggested motion:

Resolution No 2019-60

Deadlines associated with action:

As soon as possible. Bid Opening Anticipated for January 13, 2020.

Department head comments:

This Paving District was created on November 12, 2019 under Ordinance No. 4615. Validation of Ordinance is still under process (20 Day Remonstrance Period)

The Paving District will pave West Laux Drive and East Laux Drive as a continuous street from Street Improvement District 2019-3 to 33rd Street; and a portion of 33rd Street, making 33rd Street continuous with the existent platted R.O.W.

Plans are completed and are requested for approval.

District validation has not yet run course. If District (Ordinance No 4615) is unvalidated, the project will be removed from any project award.

This action is being taken to allow the advertisement for bids to run concurrent with the remonstrance period.

Recommend Approval

City Administrator comments:

Recommend approval

RESOLUTION 2019-60

RESOLUTION APPROVING THE PLANS, SPECIFICATIONS AND ESTIMATE OF COST FOR STREET IMPROVEMENT PROJECT NO. 2019-4 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 Project No. 2019-4 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 9th day of December, 2019.

Mayor

ATTEST:

City Clerk

(SEAL)

Approved as to form:

City Attorney

Department: Engineering
Staff Contact: David Wacker
Council Meeting Date: 12/9/2019

AGENDA ITEM SUMMARY SHEET

Description of Item:

Resolution No. 2019-61 approving plans, specifications, estimate of costs, and authorization to advertise for bids for Sewer Extension District Project No. 2019-1

Names of People/Business affected by this action:

City of Hastings - Utility and Street Departments
HEDC

Why Council action is required:

District Creation Protocol; Bond Transcript Requirements

Type of action requested:

Resolution

Suggested motion:

Resolution No 2019-61

Deadlines associated with action:

As soon as possible. Bid Opening Anticipated for January 13, 2020.

Department head comments:

Sewer Extension District approved by Ordinance No 4611 on November 12, 2019.
This project will provide for sewer main and associated appurtenances on West Laux Drive, East Laux Drive, Rittenhouse Street, Frahm Lane, Brooking Circle, and 33rd street located in Pioneer Trail Flats, Second Subdivision, Lot 2 Pioneer Trail Flats Subdivision, and Trail Ridge Addition. Action will allow for formal advertisement for bids.

Recommend Approval

City Administrator comments:

Recommend approval

RESOLUTION 2019-61

RESOLUTION APPROVING THE PLANS, SPECIFICATIONS AND ESTIMATE OF COST FOR SEWER EXTENSION PROJECT NO. 2019-1 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 Sewer Extension Project No. 2019-1 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 9th day of December, 2019.

Mayor

ATTEST:

City Clerk

(SEAL)

Approved as to form:

City Attorney

Department: Engineering
Staff Contact: David Wacker
Council Meeting Date: 12/9/2019

AGENDA ITEM SUMMARY SHEET

Description of Item:

Resolution No. 2019-62 approving plans, specifications, estimate of costs, and authorization to advertise for bids for Water Extension District Project No. 2019-1.

Names of People/Business affected by this action:

City of Hastings - Utility and Street Departments
HEDC

Why Council action is required:

District Creation Protocol; Bond Transcript Requirements

Type of action requested:

Resolution

Suggested motion:

Resolution No 2019-62

Deadlines associated with action:

As soon as possible. Bid Opening Anticipated for January 13, 2020.

Department head comments:

Water Extension District was approved by Ordinance No 4612 on November 12, 2019. (No remonstrance required)

This project will provide for water main and associated appurtenances on West Laux Drive, East Laux Drive, Rittenhouse Street, Frahm Lane, Brooking Circle, and 33rd street located in Pioneer Trail Flats, Second Subdivision, Lot 2 Pioneer Trail Flats subdivision, and Trail Ridge Addition Action will allow for formal advertisement for bids.

Recommend Approval

City Administrator comments:

Recommend approval

RESOLUTION 2019-62

RESOLUTION APPROVING THE PLANS, SPECIFICATIONS AND ESTIMATE OF COST FOR WATER EXTENSION PROJECT NO. 2019-1 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 Water Extension Project No. 2019-1 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 9th day of December, 2019.

Mayor

ATTEST:

City Clerk

(SEAL)

Approved as to form:

City Attorney

Department: Engineering
Staff Contact: David Wacker
Council Meeting Date: 12/9/2019

AGENDA ITEM SUMMARY SHEET

Description of Item:

Resolution No. 2019-63 approving plans, specifications, estimate of costs, and authorization to advertise for bids for Street Improvement District Project No. 2019-3 - Laux Drive (currently known as West Laux Drive as a result of the plat approved on 10-14-19) - 31st Street South 748.69 feet

Names of People/Business affected by this action:

City of Hastings - Utility and Street Departments
HEDC

Why Council action is required:

District Creation Protocol; Bond Transcript Requirements

Type of action requested:

Resolution

Suggested motion:

Resolution No 2019-63

Deadlines associated with action:

As soon as possible. Bid Opening Anticipated for January 13, 2020.

Department head comments:

This action will approve the plans for that portion of Laux Drive from 31st Street South 748.69 Feet. (To the edge of Pioneer Spirit Trail R.O.W.)

This is a portion of the development for the Pioneer Trail Flats Subdivision and Trail Ridge Addition.

Four (4) projects will be let together to coordinate construction of sewer, water, and paving. This is the pavement portion. This District was created under Ordinance No. 4593 and was validated earlier this year. Laux Drive is now known as West Laux Drive as a result of the plat approved on 10-14-19

Action will allow for formal advertisement for bids.

Recommend Approval

City Administrator comments:

Recommend approval

RESOLUTION 2019-63

RESOLUTION APPROVING THE PLANS, SPECIFICATIONS AND ESTIMATE OF COST FOR STREET IMPROVEMENT PROJECT NO. 2019-3 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 Project No. 2019-3 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 9th day of December, 2019.

Mayor

ATTEST:

City Clerk

(SEAL)

Approved as to form:

City Attorney