

**HASTINGS CITY COUNCIL
AGENDA**

**TELECONFERENCE/VIDEO CONFERENCE MEETING
May 11, 2020
5:30 PM**

ROLL CALL:

MOTION TO ADOPT CURRENT AGENDA for May 11, 2020 Regular Meeting.

PUBLIC NOTICE - Official Notice of the Regular Meeting was published in the Hastings Tribune on Friday, May 8, 2020. 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 can be found on the City of Hastings website, cityofhastings.org.

COUNCIL COMMUNICATION:

Reports of Liaisons.

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

MAYOR'S COMMUNICATIONS:

CONSENT AGENDA:

1. All Consent Items.
 - (a) Approval of the minutes of the Council Meeting of April 27, 2020
 - (b) Approval of claims and payroll
 - (c) Approve receiving and placing on file department monthly reports
 - (d) Approval of Work Order EL-116, install 480V service to Crystal Creek at Burlington Avenue north of M Street

REGULAR AGENDA:

2. Unfinished Business of Preceding Meeting.
3. Public Hearings.

- (a) Public hearing on the request of Sean Daly for a Preliminary Development Plan for property zoned CP-0, Commercial Office within a Planned District Overlay, for Primus Companies Hastings Dental Office located on property described as Lot 3, Anderson Second Subdivision

Resolution No. 2020-29 approving the request of Sean Daly for a Preliminary Development Plan for property zoned CP-0, Commercial Office within a Planned District Overlay, for Primus Companies Hastings Dental Office located on property described as Lot 3, Anderson Second Subdivision

- (b) Public hearing on the request of OASIS Church for a Conditional Use Permit for a Church Use for property commonly addressed as 408 North Minnesota Avenue

Resolution No. 2020-26 approving the request of OASIS Church for a Conditional Use Permit for a Church Use for property commonly addressed as 408 North Minnesota Avenue

- (c) Public hearing on the request of the Community Redevelopment Authority regarding Plan Modification No. 2020-2 to Redevelopment Plan Number 1 commonly addressed as 615 West 1st Street

Resolution No. 2020-25 approving request of the Community Redevelopment Authority regarding Plan Modification No. 2020-2 to Redevelopment Plan Number 1 commonly addressed as 615 West 1st Street

- (d) Public hearing on the request of Mark Keller to change zoning from R-1, Urban Single Family Residential District and R-1A, Urban Single Family Large Lot Residential District to R-1A, Urban Single Family Large Lot Residential District for Keller Pointe Second Subdivision

Ordinance No. 4628 amending the Zoning District Map to rezone Keller Pointe Second Subdivision from R-1, Urban Single Family Residential District and R-1A, Urban Single Family Large Lot Residential District to R-1A, Urban Single Family Large Lot Residential District

- (e) Approval of the preliminary/final plat for Keller Pointe Second Subdivision

4. General Business.

- (a) Approval of moving the City Council Meeting from Monday, May 25, 2020 to Tuesday, May 26, 2020 at 5:30 P.M.
- (b) Approval of the preliminary plat for Hastings Rural Fire Subdivision
- (c) Approval of request of Kandy Brown for a fence height increase at 414 West 2nd Street

- (d) Approval of Retainer Agreement with Engineering Specialists, Inc. of Omaha, Nebraska, to do a condition assessment and forensic structural analysis of the Old Highway 281 Viaduct, a/k/a 16th Street Viaduct
 - (e) Approval of authorizing the Mayor to sign Airport Project Grant Application 3-31-0040-016-2020 for funding for engineering design of new snow removal equipment building at Hastings Municipal Airport
 - (f) Approval of Engineering Services Contract with Kirkham, Michael & Associates, Inc. for the design and bid phases of AIP 3-31-0040-016, snow removal equipment building at Hastings Municipal Airport
 - (g) Approval of Professional Design Services Agreement with RLR Associates, Inc. for Museum Exhibit Design
- 5. Ordinances and Resolutions.
 - 6. Final Passage of Ordinances.
 - 7. Appointments.
 - 8. Miscellaneous and Other Business.
 - 9. Possible Closed Session (if necessary or requested).

ADJOURN:

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

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

CITY OF HASTINGS, NEBRASKA
MINUTES OF CITY COUNCIL REGULAR MEETING
Monday, April 27, 2020

Pursuant to due call and notice thereof, a Regular Meeting of the City Council of the City of Hastings, Nebraska was conducted via video conference, on April 27, 2020, as allowed by the executive order issued from Governor Ricketts on March 17, 2020.

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

The following City Officials were present: City Administrator, David Ptak; City Attorney, Clint Schukei; City Clerk, Kimberly Jacobitz; Finance Director, Roger Nash; City Engineer, David Wacker; Utility Manager, Kevin Johnson; IT Director, Kevin Schawang; Development Services Director, Lisa Parnell-Rowe; Engineering, Lee Vrooman.

Moved by Ginny Skutnik seconded by Butch Eley to adopt current agenda for April 27, 2020 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.

PUBLIC NOTICE - Official Notice of the Regular Meeting was published in the Hastings Tribune on Friday, April 24, 2020. 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 can be found on the City of Hastings website, cityofhastings.org.

COUNCIL COMMUNICATION:

None.

CITIZEN COMMUNICATIONS:

None.

MAYOR'S COMMUNICATIONS:

Mayor Stutte thanked Dave Wacker for his 44 years of service to the City of Hastings. We will celebrate his accomplishments in person in the future for everything he has done for the city. Dave Ptak also thanked Dave Wacker for his service and knowledge of the city. Dave Wacker spoke about the projects he has been a part of over the years.

CONSENT AGENDA:

1. All Consent Items.

Moved by Matt Fong seconded by Jeniffer Beahm 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 April 13, 2020

(b) Approval of claims and payroll

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

(d) Approval of the request for Community Development Block Grant funds, Drawdown #8, in the amount of \$30,668.50 for Community Development Block Grant Project 17-DTR-105, Downtown Revitalization

(e) Approval of the request for Community Development Block Grant funds, Drawdown #1, in the amount of \$2550.00 for Community Development Block Grant Project 19-DTR-103, Downtown Revitalization

(f) Approve of the request for Community Development Block Grant funds, Drawdown #5, in the amount of \$2500.00 for Community Development Block Grant Project 07-ED-005, SPEC Building

(g) Approval of Invoice from Community Redevelopment Authority in amount of \$16,500.00 for Community Development Block Grant Project 17-DTR-105, Downtown Revitalization

- (h) Approval of Invoice from Brant Rentals in the amount of \$25,000.00 for Community Development Block Grant Project 17-DTR-105, Downtown Revitalization
- (i) Approval of Invoice #1049 from South Central Economic Development District, Inc. in the amount of \$2550.00 for Community Development Block Grant Project 19-DTR-103, Downtown Revitalization
- (j) Approval of Invoice #1052 from South Central Economic Development District, Inc. in the amount of \$2500.00 for Community Development Block Grant Project 07-ED-005, SPEC Building

REGULAR AGENDA:

2. Unfinished Business of Preceding Meeting.

None.

3. Public Hearings.

None.

4. General Business.

(a) Moved by Paul Hamelink seconded by Ginny Skutnik to approve the application from THOAR, LLC for CDBG Downtown Revitalization forgivable loan funding in the amount of \$200,000 for a facade renovation project at 119 N. Hastings/712 W. 1st. Dave Ptak reported this is part of the Downtown Revitalization Program, and is two combined funds from 2017 and 2019. The project involves the Cameron building. Randy Chick, Community Redevelopment Authority Director, spoke in favor of the project. Roll Call: Ayes: Matt Fong, Paul Hamelink, Chuck Rosenberg, Scott Snell, Butch Eley, Ted Schroeder, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: None. The motion carried.

5. Ordinances and Resolutions.

(a) Moved by Ginny Skutnik seconded by Matt Fong to approve Resolution No. 2020-27 accepting the work and the certificate of the City Engineer in Street Improvement District No. 2018-1. Dave Wacker reported this is for Lakeview Avenue, constructed last construction season. The assessed amount is \$246,611.19. 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 Chuck Rosenberg seconded by Ginny Skutnik to approve Resolution No. 2020-28 accepting the plat and schedule of assessments as prepared by the City Engineer for special assessments proposed to be levied in Street Improvement District No. 2018-1 and setting a hearing date relative to the levy of said special assessments. Dave Wacker reported this accepts cost of improvements and sets hearing date for special assessments for June 8th. The credit amounts are from the developer prepayment of cost. 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 Butch Eley seconded by Matt Fong to approve Resolution No. 2020-21 accepting the work and certificate of the City Engineer in Street Improvement District No. 2019-1. Dave Wacker reported this is for Utecht Circle, located in Industrial Park North. The assessed amount to property owners is \$257,341.77. 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 Jeniffer Beahm seconded by Chuck Rosenberg to approve Resolution No. 2020-22 accepting the plat and schedule of assessments as prepared by the City Engineer for special assessments proposed to be levied in Street Improvement District No. 2019-1 and setting a hearing date relative to the levy of said special assessments. Dave Wacker reported this accepts previous action and approves the schedules of assessments to property owners, setting hearing date for June 8th. Roll Call: Ayes: Matt Fong, Paul Hamelink, Chuck Rosenberg, Scott Snell, Butch Eley, Ted Schroeder, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: None. The motion carried.

(e) Moved by Ginny Skutnik seconded by Butch Eley to approve Resolution No. 2020-23 accepting the work and certificate of the City Engineer in Street Improvement District No. 2019-2. Dave Wacker reported this is Utecht Avenue, located in Industrial Park North. The assessed amount to property owners is \$477,722. 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.

(f) Moved by Scott Snell seconded by Matt Fong to approve Resolution No. 2020-24 accepting the plat and schedule of assessments as prepared by the City Engineer for special assessments proposed to be levied in Street Improvement District No. 2019-2 and setting a hearing date relative to the levy of said special assessments. Dave Wacker reported this accepts schedule of assessments and sets June 8th for hearing date. Roll Call: Ayes: Matt Fong, Paul Hamelink, Chuck Rosenberg, Scott Snell, Butch Eley, Ted Schroeder, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: None. The motion carried.

6. Final Passage of Ordinances.

None.

7. Appointments.

(a) Moved by Ginny Skutnik seconded by Ted Schroeder to approve Mayor's appointment of Lee Vrooman, as Interim City Engineer. 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.

8. Miscellaneous and Other Business.

None.

Moved by Butch Eley seconded by Ginny Skutnik there being no further business to adjourn at 5:54 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)

4/21/2020 PREPAID VOUCHERS

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City of Hastings

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 001 GENERAL FUND							
Dept: 010.000 City administrator's office							
001-010.000-726.200	Telephone						
	WINDSTREAM	ACT: 090212392	CITY PHONES 4/4 - 5/3	0	04/07/2020	04/21/2020	21.80
	WINDSTREAM	ACT: 090212392	CITY PHONES 4/4 - 5/3	0	04/07/2020	04/21/2020	43.59
	WINDSTREAM	ACT: 090212392	CITY PHONES 4/4 - 5/3	0	04/07/2020	04/21/2020	6.73
	WINDSTREAM	ACT: 090212392	CITY PHONES 4/4 - 5/3	0	04/07/2020	04/21/2020	1.65
	WINDSTREAM	ACT: 090212392	CITY PHONES 4/4 - 5/3	0	04/07/2020	04/21/2020	41.55
							115.32
Total Dept. City administrator's office:							115.32
Dept: 030.000 City attorney							
001-030.000-726.200	Telephone						
	WINDSTREAM	ACT: 090212392	CITY PHONES 4/4 - 5/3	0	04/07/2020	04/21/2020	1.90
							1.90
Total Dept. City attorney:							1.90
Dept: 080.000 Development Services							
001-080.000-726.200	Telephone						
	VERIZON WIRELESS	9851965060	3/7 - 4/6 CITY CELL PHONES	0	04/06/2020	04/21/2020	249.87
	WINDSTREAM	ACT: 090212392	CITY PHONES 4/4 - 5/3	0	04/07/2020	04/21/2020	9.86
							259.73
Total Dept. Development Services:							259.73
Dept: 120.000 Cemetery							
001-120.000-726.200	Telephone						
	VERIZON WIRELESS	9851965060	3/7 - 4/6 CITY CELL PHONES	0	04/06/2020	04/21/2020	25.51
							25.51
Total Dept. Cemetery:							25.51
Dept: 130.000 Parks							
001-130.000-726.200	Telephone						
	VERIZON WIRELESS	9851965060	3/7 - 4/6 CITY CELL PHONES	0	04/06/2020	04/21/2020	68.79
	WINDSTREAM	ACT: 090212392	CITY PHONES 4/4 - 5/3	0	04/07/2020	04/21/2020	12.75
							81.54
Total Dept. Parks:							81.54
Dept: 150.000 Library							
001-150.000-726.200	Telephone						
	VERIZON WIRELESS	9852368266	CELL SERV 3/11-4/10 - LIB	0	04/10/2020	04/21/2020	111.49
	WINDSTREAM	ACT: 090212392	CITY PHONES 4/4 - 5/3	0	04/07/2020	04/21/2020	65.78
							177.27
Total Dept. Library:							177.27
Dept: 220.000 911 center							
001-220.000-726.200	Telephone						
	WINDSTREAM	ACT: 090219386	PARKS/REC ALARM 4/4-5/3	0	04/07/2020	04/21/2020	98.50
	WINDSTREAM	ACT: 090223888	LIBRARY ALARM - 4/4-5/3	0	04/07/2020	04/21/2020	16.83
	WINDSTREAM	ACT: 090223889	MUSEUM ALARM - 4/4-5/3	0	04/07/2020	04/21/2020	16.83
	WINDSTREAM	ACT: 090223890	ENGINEERING ALARM - 4/4-5/3	0	04/07/2020	04/21/2020	16.83
	WINDSTREAM	ACT: 090229723	LPS (CIVIL DEF) 4/4 - 5/3	0	04/07/2020	04/21/2020	119.74
	WINDSTREAM	ACT: 090212392	CITY PHONES 4/4 - 5/3	0	04/07/2020	04/21/2020	1.18
	WINDSTREAM	ACT: 090212392	CITY PHONES 4/4 - 5/3	0	04/07/2020	04/21/2020	4,673.24
							4,943.15
Total Dept. 911 center:							4,943.15
Dept: 230.000 Hastings Fire & Rescue							

INVOICE APPROVAL LIST BY FUND REPORT

4/21/2020 PREPAID VOUCHERS

Date: 04/21/2020

Time: 10:35 am

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City of Hastings

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
001-230.000-726.200	Telephone						
	VERIZON WIRELESS	9851965060	3/7 - 4/6 CITY CELL PHONES	0	04/06/2020	04/21/2020	520.13
	VERIZON WIRELESS	9851965060	3/7 - 4/6 CITY CELL PHONES	0	04/06/2020	04/21/2020	259.68
	WINDSTREAM	ACT: 090212392	CITY PHONES 4/4 - 5/3	0	04/07/2020	04/21/2020	15.12
							794.93
Total Dept. Hastings Fire & Rescue:							794.93
Dept: 230.300 Ambulance Service							
001-230.300-726.200	Telephone						
	VERIZON WIRELESS	9851965060	3/7 - 4/6 CITY CELL PHONES	0	04/06/2020	04/21/2020	200.05
	VERIZON WIRELESS	9851965060	3/7 - 4/6 CITY CELL PHONES	0	04/06/2020	04/21/2020	173.12
							373.17
Total Dept. Ambulance Service:							373.17
Dept: 240.000 Police							
001-240.000-726.200	Telephone						
	WINDSTREAM	ACT: 090212392	CITY PHONES 4/4 - 5/3	0	04/07/2020	04/21/2020	63.89
							63.89
Total Dept. Police:							63.89
Dept: 620.000 Airport							
001-620.000-726.200	Telephone						
	VERIZON WIRELESS	9851965060	3/7 - 4/6 CITY CELL PHONES	0	04/06/2020	04/21/2020	43.28
	WINDSTREAM	ACT: 090937657	SERV 4/7 - 5/6 - AIRPORT	0	04/09/2020	04/21/2020	57.03
							100.31
Total Dept. Airport:							100.31
Total Fund GENERAL FUND:							6,936.72
Fund: 090 I.T. FUND							
Dept: 000.000							
090-000.000-726.200	Telephone						
	VERIZON WIRELESS	9851965060	3/7 - 4/6 CITY CELL PHONES	0	04/06/2020	04/21/2020	61.96
							61.96
Total Dept. 000000:							61.96
Total Fund I.T. FUND:							61.96
Fund: 120 COMMUNITY DEVELOPMEN							
Dept: 420.256 CDBG Grant TBA							
120-420.256-720.302	Administration						
	SOUTH CENTRAL ECONOMIC D	1052	CDBG GRANT ADMIN 07-ED-005	0	03/31/2020	04/21/2020	2,500.00
							2,500.00
120-420.256-720.308	Planning						
	SOUTH CENTRAL ECONOMIC D	1048	CDBG GRANT ADMIN 18-PP-003	0	03/31/2020	04/21/2020	800.00
							800.00
120-420.256-742.206	CDBG TBA						
	SOUTH CENTRAL ECONOMIC D	1049	CDBG GRAN ADMIN 19-DTR-103	0	03/31/2020	04/21/2020	2,550.00
							2,550.00
Total Dept. CDBG Grant TBA:							5,850.00
UNITY DEVELOPMENT FUND:							5,850.00

Fund: 146 FIRE DEPT EQUIP SINKING**Dept: 000.000**

INVOICE APPROVAL LIST BY FUND REPORT

4/21/2020 PREPAID VOUCHERS

Date: 04/21/2020

Time: 10:35 am

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City of Hastings

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
146-000.000-743.802	Fire Vehicle						
	MACQUEEN EQUIPMENT LLC	PER BID	2020 PIERCE 110' ASCENDANT	0	04/15/2020	04/21/2020	965,734.00
							965,734.00
Total Dept. 000000:							965,734.00
: DEPT EQUIP SINKING FUND:							965,734.00
Fund: 158 WIRELESS E911 FUND							
Dept: 220.000 911 center							
158-220.000-743.400	Communication E						
	WINDSTREAM	ACT: 090013968	911-75% WIRELESS/25% LANDLIN	0	04/03/2020	04/21/2020	979.77
	WINDSTREAM	ACT: 090229718	911-75% WIRELESS/25% LANDLIN	0	04/07/2020	04/21/2020	120.36
	WINDSTREAM	ACT: 090229721	911-75% WIRELESS/25% LANDLIN	0	04/07/2020	04/21/2020	87.73
	WINDSTREAM	ACT: 090239051	911-75% WIRELESS/25% LANDLIN	0	04/07/2020	04/21/2020	82.62
							1,270.48
Total Dept. 911 center:							1,270.48
I Fund WIRELESS E911 FUND:							1,270.48
Fund: 159 LANDLINE E911 FUND							
Dept: 220.000 911 center							
159-220.000-743.400	Communication E						
	WINDSTREAM	ACT: 090013968	911-75% WIRELESS/25% LANDLIN	0	04/03/2020	04/21/2020	326.59
	WINDSTREAM	ACT: 090229718	911-75% WIRELESS/25% LANDLIN	0	04/07/2020	04/21/2020	40.12
	WINDSTREAM	ACT: 090229721	911-75% WIRELESS/25% LANDLIN	0	04/07/2020	04/21/2020	29.25
	WINDSTREAM	ACT: 090239051	911-75% WIRELESS/25% LANDLIN	0	04/07/2020	04/21/2020	27.54
							423.50
Total Dept. 911 center:							423.50
I Fund LANDLINE E911 FUND:							423.50
Fund: 170 MUSEUM FUND							
Dept: 170.100 Museum administration							
170-170.100-726.200	Telephone						
	WINDSTREAM	ACT: 090212392	CITY PHONES 4/4 - 5/3	0	04/07/2020	04/21/2020	64.88
							64.88
Total Dept. Museum administration:							64.88
Total Fund MUSEUM FUND:							64.88
Fund: 180 STREET FUND							
Dept: 000.000							
180-000.000-726.200	Telephone						
	CHARTER COMMUNICATIONS	0034330040420	INTERNET SERVICES - STREET	0	04/04/2020	04/21/2020	115.86
	VERIZON WIRELESS	9851965060	3/7 - 4/6 CITY CELL PHONES	0	04/06/2020	04/21/2020	318.70
	VERIZON WIRELESS	9851965060	3/7 - 4/6 CITY CELL PHONES	0	04/06/2020	04/21/2020	112.07
	WINDSTREAM	ACT: 090212392	CITY PHONES 4/4 - 5/3	0	04/07/2020	04/21/2020	19.58
	WINDSTREAM	ACT: 090212392	CITY PHONES 4/4 - 5/3	0	04/07/2020	04/21/2020	3.97
							570.18
180-000.000-727.710	R & M Traffic Sig						
	HASTINGS UTILITIES	2-6161	MAINT & OP SCHOOL/TRAFFIC	0	03/31/2020	04/21/2020	1,448.24
							1,448.24
180-000.000-731.700	Wearing Apparel						
	BUDNICK/JULIE//	10379	COMPANY APPARREL	0	04/08/2020	04/21/2020	95.00
	BUDNICK/JULIE//	10379	COMPANY APPARREL	0	04/08/2020	04/21/2020	654.00
	BUDNICK/JULIE//	10379	COMPANY APPARREL	0	04/08/2020	04/21/2020	495.00

4/21/2020 PREPAID VOUCHERS

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City of Hastings

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
							1,244.00
						Total Dept. 000000:	3,262.42
						Total Fund STREET FUND:	3,262.42
Fund: 190 KENO BETTERMENT FUND							
Dept: 000.000							
190-000.000-729.102	State Lottery Tax						
	NE DEPT.OF REVENUE *2	Q1 2020 KENO TAXES	1ST QRT 2020 KENO TAXES	0	04/13/2020	04/21/2020	14,476.00
							14,476.00
						Total Dept. 000000:	14,476.00
						Total Fund KENO BETTERMENT FUND:	14,476.00
Fund: 610 LANDFILL FUND							
Dept: 000.000							
610-000.000-720.300	Professional Sen						
	WPCI	S137849	DOT DRUG TEST - C. KENNEDY	0	03/04/2020	04/21/2020	30.50
							30.50
610-000.000-726.200	Telephone						
	VERIZON WIRELESS	9851965060	3/7 - 4/6 CITY CELL PHONES	0	04/06/2020	04/21/2020	126.57
	WINDSTREAM	ACT: 090231819	PHONE & FAX - LANDFILL 4/4-5/3	0	04/07/2020	04/21/2020	191.29
	WINDSTREAM	ACT: 090212392	CITY PHONES 4/4 - 5/3	0	04/07/2020	04/21/2020	8.18
							326.04
610-000.000-731.700	Wearing Apparel						
	BUDNICK/JULIE//	10379	COMPANY APPARREL	0	04/08/2020	04/21/2020	616.60
							616.60
						Total Dept. 000000:	973.14
						Total Fund LANDFILL FUND:	973.14
						Grand Total:	999,053.10

4/23/2020 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: 240.000 Police							
001-240.000-726.200 Telephone							
VERIZON WIRELESS	9852391154	MONTHLY CHRGS - MIFI HOTSPOT	0	04/10/2020	04/23/2020	815.89	
						<u>815.89</u>	
001-240.000-727.210 Disaster Recover							
POLICE DEPT. - PETTY CASH	BORGELING	3 NIGHTS LODGING-COVID19 QUARANTINE	0	04/16/2020	04/23/2020	188.64	
						<u>188.64</u>	
001-240.000-727.400 R & M Communic							
VERIZON WIRELESS	9852391154	MONTHLY CHRGS - MIFI HOTSPOT	0	04/10/2020	04/23/2020	-100.00	
VERIZON WIRELESS	9852391154	MONTHLY CHRGS - MIFI HOTSPOT	0	04/10/2020	04/23/2020	760.57	
						<u>660.57</u>	
						<u>1,665.10</u>	
					Total Dept. Police:		1,665.10
Dept: 330.100 EPA 2nd street subsite							
001-330.100-726.050 Electricity							
HASTINGS UTILITIES	18691902-00	EPA 2ND STREET SITE 2/20-3/20	0	03/20/2020	04/23/2020	3.52	
HASTINGS UTILITIES	18691902-00	EPA 2ND STREET SITE 2/20-3/20	0	03/20/2020	04/23/2020	18.57	
						<u>22.09</u>	
001-330.100-726.100 Natural Gas							
HASTINGS UTILITIES	18691902-00	EPA 2ND STREET SITE 2/20-3/20	0	03/20/2020	04/23/2020	149.90	
						<u>149.90</u>	
001-330.100-726.150 Sewer							
HASTINGS UTILITIES	18691902-00	EPA 2ND STREET SITE 2/20-3/20	0	03/20/2020	04/23/2020	14.51	
						<u>14.51</u>	
001-330.100-726.250 Water							
HASTINGS UTILITIES	18691902-00	EPA 2ND STREET SITE 2/20-3/20	0	03/20/2020	04/23/2020	23.63	
						<u>23.63</u>	
						<u>210.13</u>	
					Total Dept. EPA 2nd street subsite:		210.13
					Total Fund GENERAL FUND:		1,875.23
Fund: 190 KENO BETTERMENT FUND							
Dept: 000.000							
190-000.000-720.050 Audit Services							
NE DEPT.OF REVENUE *2	FORM 50G	CITY/COUNTY LOTTERY LICENSE	0	04/21/2020	04/23/2020	100.00	
						<u>100.00</u>	
						<u>100.00</u>	
					Total Dept. 000000:		100.00
					d KENO BETTERMENT FUND:		100.00
					Grand Total:		1,975.23

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Grand Total:	53,390.00
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Fund: 001 GENERAL FUND							
Dept: 000.000							
001-000.000-442.050	Alarm Fees						
	CENTRAL NE EQUIPMENT, LLC	REFUND	REFUND ALARM MONITORING	0	04/21/2020	05/11/2020	54.83
							54.83
001-000.000-442.165	Ambulance fees						
	WELLCARE	MINARD	REFUND FOR OVER/DBL PAYMEN	0	04/15/2020	05/11/2020	390.29
							390.29
001-000.000-461.050	Parks Rental Inco						
	VODEHNAL/ROBIN//	19238935	CANCELLATION - LIBS PARK	0	12/19/2019	05/11/2020	35.00
							35.00
						Total Dept. 000000:	480.12
Dept: 010.000 City administrator's offic							
001-010.000-720.350	Training & Confe						
	VIVID LEARNING SYSTEMS, INC	INV32880	SAFETY TRAINING	0	03/31/2020	05/11/2020	315.00
							315.00
001-010.000-724.050	Printing						
	EAKES OFFICE SOLUTIONS	INV200342	CONTRACT BILL:12.28.19-3.27.20	0	04/14/2020	05/11/2020	98.34
							98.34
001-010.000-727.200	R & M Buildings						
	EAKES OFFICE SOLUTIONS	8000687-1	WOOD FLOOR CLEANER	0	04/16/2020	05/11/2020	11.96
							11.96
001-010.000-729.050	Dues & Subscrip						
	SECRETARY OF STATE *2	NOTARY	APP FEE FOR MICHAELA BORREL	0	04/24/2020	05/11/2020	30.00
							30.00
001-010.000-737.650	Office Equipment						
	EAKES OFFICE SOLUTIONS	8013423-0	OFFICE CHAIR FOR NEW STAFF	0	04/22/2020	05/11/2020	465.00
							465.00
						Total Dept. City administrator's office:	920.30
Dept: 020.000 Human Resources							
001-020.000-720.350	Training & Confe						
	VIVID LEARNING SYSTEMS, INC	INV32880	SAFETY TRAINING	0	03/31/2020	05/11/2020	135.00
							135.00
						Total Dept. Human Resources:	135.00
Dept: 030.000 City attorney							
001-030.000-720.350	Training & Confe						
	VIVID LEARNING SYSTEMS, INC	INV32880	SAFETY TRAINING	0	03/31/2020	05/11/2020	45.00
							45.00
						Total Dept. City attorney:	45.00
Dept: 070.000 Other governmental acc							
001-070.000-720.470	Disability Insuran						
	MUTUAL OF OMAHA	001081878979	DIV 1 (NONUTIL) LONG TERM DIS	0	05/01/2020	05/11/2020	3,429.16
							3,429.16
						Total Dept. Other governmental accounts:	3,429.16
Dept: 080.000 Development Services							
001-080.000-720.350	Training & Confe						
	VIVID LEARNING SYSTEMS, INC	INV32880	SAFETY TRAINING	0	03/31/2020	05/11/2020	225.00
							225.00

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001-080.000-724.050	Printing EAKES OFFICE SOLUTIONS	INV200342	CONTRACT BILL:12.28.19-3.27.20	0	04/14/2020	05/11/2020	350.15
							350.15
001-080.000-726.200	Telephone US BANK	WALMART	PHONE CASE	0	04/16/2020	05/11/2020	39.97
							39.97
001-080.000-727.800	R & M Vehicles FILL-N-CHILL	019293	MARCH CAR WASHES - STORE 2	0	03/31/2020	05/11/2020	12.00
	FILL-N-CHILL	019319	MARCH CAR WASHES - STORE 5	0	03/31/2020	05/11/2020	12.00
							24.00
001-080.000-737.215	Computer Software US BANK	NURGO-SOFTWARE	SOFTWARE	0	04/21/2020	05/11/2020	19.30
							19.30
Total Dept. Development Services:							658.42
Dept: 110.000 Auditorium							
001-110.000-729.150	Other Operating VIVID LEARNING SYSTEMS, INC	INV32880	SAFETY TRAINING	0	03/31/2020	05/11/2020	135.00
							135.00
Total Dept. Auditorium:							135.00
Dept: 120.000 Cemetery							
001-120.000-720.350	Training & Confe VIVID LEARNING SYSTEMS, INC	INV32880	SAFETY TRAINING	0	03/31/2020	05/11/2020	180.00
							180.00
001-120.000-727.500	R & M Heavy Ma BIG G ACE	648406/1	TRIMMER PARTS	0	04/16/2020	05/11/2020	99.12
							99.12
001-120.000-731.250	Fuel & Oil BOSSELMAN ENERGY, INC.	4156188	HYDRAULIC OIL	0	03/27/2020	05/11/2020	54.26
							54.26
001-120.000-737.100	Landscaping Sup CENTRAL NE SOD SUPPLY	15734	SOD	0	04/09/2020	05/11/2020	200.00
	CENTRAL NE SOD SUPPLY	15752	SOD	0	04/14/2020	05/11/2020	100.00
							300.00
Total Dept. Cemetery:							633.38
Dept: 130.000 Parks							
001-130.000-720.350	Training & Confe VIVID LEARNING SYSTEMS, INC	INV32880	SAFETY TRAINING	0	03/31/2020	05/11/2020	585.00
							585.00
001-130.000-726.200	Telephone VIAERO WIRELESS	ACT: 14809	PARKS&WACKERS CELL 3/21 - 4/2	0	05/10/2020	05/11/2020	2.66
							2.66
001-130.000-727.200	R & M Buildings BIG G ACE	648096/1	SANDSCREEN	0	04/13/2020	05/11/2020	8.48
	BIG G ACE	648354/1	HEARTWELL FOUNTAIN REPAIR	0	04/16/2020	05/11/2020	19.73
	DUTTON-LAINSON CO.	818809-1	COIL	0	04/20/2020	05/11/2020	28.85
	GRACE'S LOCKSMITH SERVICE	62607	CARTER PARK MENS RR KEYS	0	04/13/2020	05/11/2020	70.00
	KULLY PIPE & STEEL SUPPLY	729115	PVC PIPES	0	04/09/2020	05/11/2020	44.65
	KULLY PIPE & STEEL SUPPLY	729611	PROSPECT RR R&M	0	04/17/2020	05/11/2020	30.90
	KULLY PIPE & STEEL SUPPLY	729613	PROSPECT RR R&M	0	04/17/2020	05/11/2020	7.68
	MENARDS	97300	BRICKYARD PARK RR R&M	0	04/14/2020	05/11/2020	122.81

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	PRESTO-X	6533679	PEST CONTROL - SHOP & DUNCA	0	04/21/2020	05/11/2020	41.00
	PRESTO-X	6533679	PEST CONTROL - SHOP & DUNCA	0	04/21/2020	05/11/2020	44.00
							418.10
001-130.000-727.210	Disaster Recover						
	MALOUF JR AND ASSOCIATES	IN-34362	HAND SOAP / DISINFECTANT	0	04/09/2020	05/11/2020	139.70
							139.70
001-130.000-727.500	R & M Heavy Ma						
	BIG G ACE	648394/1	VEHICLE HOOD REPAIR	0	04/16/2020	05/11/2020	58.26
	CENTRAL NE BOBCAT	HB10171	FILTER FOR BOBCAT	0	04/10/2020	05/11/2020	23.39
	KULLY PIPE & STEEL SUPPLY	729465	PARTS	0	04/16/2020	05/11/2020	18.88
	LANDMARK IMPLEMENT INC.	10857687	MOWER PARTS	0	04/16/2020	05/11/2020	126.83
	N A P A AUTO PARTS	939594	TOOLCAT R&M / SHOP SUPPLIES	0	04/15/2020	05/11/2020	198.74
	N A P A AUTO PARTS	939640	R & M TOP DRESSER	0	04/15/2020	05/11/2020	17.71
	N A P A AUTO PARTS	940067	FILTER	0	04/17/2020	05/11/2020	32.31
	N A P A AUTO PARTS	940206	CREDIT - RETURN FILTER	0	04/17/2020	05/11/2020	-23.42
							452.70
001-130.000-727.800	R & M Vehicles						
	AUTO GLASS EXPERTS LLC	34264	PICKUP WINDSHIELD - PARKS	0	04/16/2020	05/11/2020	165.00
	BIG G ACE	648191/1	CHAIN LINK FENCE R&M	0	04/14/2020	05/11/2020	26.82
	N A P A AUTO PARTS	938760	WIPER BLADES	0	04/10/2020	05/11/2020	9.98
	N A P A AUTO PARTS	939066	VEHICLE FILTERS	0	04/13/2020	05/11/2020	123.16
	N A P A AUTO PARTS	939153	VEHICLE PARTS	0	04/13/2020	05/11/2020	20.26
	THREE POINTS TIRE	22986	NEW PICK-UP TIRES/JUNK TIRES	0	04/16/2020	05/11/2020	1,376.00
							1,721.22
001-130.000-731.250	Fuel & Oil						
	COOPERATIVE PRODUCERS IN	161941	FUEL - PARKS	0	01/03/2020	05/11/2020	848.32
	COOPERATIVE PRODUCERS IN	161942	FUEL - PARKS	0	01/03/2020	05/11/2020	777.67
	COOPERATIVE PRODUCERS IN	162745	FUEL - PARKS	0	04/03/2020	05/11/2020	865.26
							2,491.25
001-130.000-731.400	Other Supplies						
	MAUGHAN JR/KENNETH//	REIMBURSEMENT	CORN FOR DUCKS AT HEARTWEI	0	04/23/2020	05/11/2020	88.25
							88.25
001-130.000-737.705	Shop Supplies						
	BIG G ACE	648215/1	SHOP SUPPLIES	0	04/14/2020	05/11/2020	18.72
							18.72
Total Dept. Parks:							5,917.60
Dept: 140.000 Water Park							
001-140.000-727.700	R & M Tools & M						
	BIG G ACE	647878/1	PAINT & SUPPLIES	0	04/08/2020	05/11/2020	36.72
							36.72
001-140.000-729.150	Other Operating						
	CITY OF HASTINGS	2020 SEASON	START UP CASH - POOL 2020	0	05/11/2020	05/11/2020	600.00
							600.00
Total Dept. Water Park:							636.72
Dept: 145.000 Recreation programming							
001-145.000-720.350	Training & Confe						
	VIVID LEARNING SYSTEMS, INC	INV32880	SAFETY TRAINING	0	03/31/2020	05/11/2020	45.00
							45.00
001-145.000-724.050	Printing						
	EAKES OFFICE SOLUTIONS	INV200342	CONTRACT BILL:12.28.19-3.27.20	0	04/14/2020	05/11/2020	139.98
							139.98
001-145.000-726.200	Telephone						

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	CHARTER COMMUNICATIONS	0263913042020	INTERNET SERV - REC 4.20-5.19	0	05/10/2020	05/11/2020	107.14
							107.14
001-145.000-729.150	Other Operating						
	AFTER HOURS GRAFIX	2020 REC SEASON	3X6 MESH BANNERS	0	04/07/2020	05/11/2020	495.00
	EARL MAY SEED & NURSERY L.	00057572	LANDSCAPING	0	04/09/2020	05/11/2020	119.90
							614.90
001-145.000-731.401	Adult Rec Suppli						
	INKCREDIBLE INC	16324	ADULT SPRING SPIKE VB SHIRTS	0	04/14/2020	05/11/2020	118.15
							118.15
001-145.000-731.402	Youth Rec Suppl						
	INKCREDIBLE INC	16196	YOUTH BB SHIRTS	0	01/26/2020	05/11/2020	1,373.10
							1,373.10
001-145.000-737.200	Building Mainten:						
	BIG G ACE	648216/1	BATTERIES	0	04/14/2020	05/11/2020	26.98
							26.98
Total Dept. Recreation programming:							2,425.25
Dept: 150.000 Library							
001-150.000-720.310	Library Software						
	IDEA BANK MARKETING	INV-10157	WORDPRESS SITE MIGRATION	0	03/31/2020	05/11/2020	235.00
	IDEA BANK MARKETING	INV-10080	MARCH 2020 SITE HOSTING	0	03/31/2020	05/11/2020	35.00
							270.00
001-150.000-720.350	Training & Confe						
	VIVID LEARNING SYSTEMS, INC	INV32880	SAFETY TRAINING	0	03/31/2020	05/11/2020	990.00
							990.00
001-150.000-727.200	R & M Buildings						
	PRESTO-X	L9374	PEST CONTROL - LIBRARY	0	04/10/2020	05/11/2020	50.00
	SPRING FRESH CLEANING SVC	3513	JANITOR SERVICE 4/16 - 30	0	04/24/2020	05/11/2020	600.00
							650.00
001-150.000-730.050	Office Supplies						
	BUSINESS WORLD PRODUCTS	022144	BINDER	0	03/31/2020	05/11/2020	8.79
							8.79
001-150.000-730.056	Library Maker Sp						
	US BANK	AMAZON	MAKERSPACE FILAMENT	0	04/22/2020	05/11/2020	14.99
							14.99
001-150.000-730.115	Library Collectio						
	GALE-CENGAGE LEARNING	701626691	BOOKS	0	03/24/2020	05/11/2020	18.74
	GALE-CENGAGE LEARNING	70208713	BOOKS	0	04/02/2020	05/11/2020	38.92
	GALE-CENGAGE LEARNING	70223166	BOOKS	0	04/07/2020	05/11/2020	28.49
	GALE-CENGAGE LEARNING	70227641	BOOKS	0	04/08/2020	05/11/2020	72.72
	GALE-CENGAGE LEARNING	70228205	BOOKS	0	04/08/2020	05/11/2020	18.74
	GALE-CENGAGE LEARNING	70228061	BOOKS	0	04/08/2020	05/11/2020	23.24
	US BANK	USA TODAY	RENEWAL SUBSCRIPTION	0	04/15/2020	05/11/2020	341.48
							542.33
001-150.000-737.200	Building Mainten:						
	SPRING FRESH CLEANING SVC	3513	JANITOR SERVICE 4/16 - 30	0	04/24/2020	05/11/2020	32.80
							32.80
Total Dept. Library:							2,508.91
Dept: 220.000 911 center							
001-220.000-720.350	Training & Confe						
	US BANK	DOLAN CONSULTING	TRAINING - HALLETT	0	04/08/2020	05/11/2020	195.00

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							195.00
001-220.000-730.050	Office Supplies						
	US BANK	TIMEMACHINES	BAR CLOCK	0	04/21/2020	05/11/2020	346.54
	US BANK	TIMEMACHINES	CREDIT - SALES TAX	0	04/21/2020	05/11/2020	-42.62
							303.92
Total Dept. 911 center:							498.92
Dept: 230.000 Hastings Fire & Rescue							
001-230.000-720.350	Training & Confe						
	BEYKE SIGNS, INC.	25922	HFR DECALS	0	04/20/2020	05/11/2020	187.50
	VIVID LEARNING SYSTEMS, INC	INV32880	SAFETY TRAINING	0	03/31/2020	05/11/2020	1,575.00
							1,762.50
001-230.000-721.050	Postage						
	SANDRY FIRE SUPPLY LLC	INV-010228	SHIPPING - SHOE DRYER	0	04/14/2020	05/11/2020	12.97
							12.97
001-230.000-727.210	Disaster Recover						
	BIG G ACE	648515/1	ELECTRIC TIMER - UV BOXES	0	04/18/2020	05/11/2020	20.52
	US BANK	AMAZON	WEBCAM MEETINGS	0	04/11/2020	05/11/2020	139.26
	US BANK	LARSON ELECTRIC	UV LIGHTS - DISINFECTION LIGHT	0	04/10/2020	05/11/2020	2,578.96
	WAL-MART COMMUNITY	8270	KEYBOARD/MOUSE/USB ADPATE	0	03/30/2020	05/11/2020	153.80
							2,892.54
001-230.000-727.700	R & M Tools & M						
	BIG G ACE	648305/1	SWAGING TOOL/BOLT CUTTERS	0	04/15/2020	05/11/2020	79.76
	CONSOLIDATED FLEET SVCS, I	2020MC0062	GROUND LADDER TESTING	0	04/14/2020	05/11/2020	771.10
	MUNICIPAL EMERGENCY SERV	IN1446033	SCBA FLOW TEST & REPAIRS	0	04/09/2020	05/11/2020	3,204.79
	SPADY/SANDRA//	1022	PLUG IN AIR PURIFIERS-AMBULAI	0	04/03/2020	05/11/2020	495.00
	US BANK	AMAZON	VEHICLE FORCIBLE ENTRY TOOL	0	04/13/2020	05/11/2020	207.57
							4,758.22
001-230.000-727.800	R & M Vehicles						
	BIG G ACE	648308/1	FU-4 NEW KEY	0	04/15/2020	05/11/2020	2.79
	CONSOLIDATED FLEET SVCS, I	2020MC0062	GROUND LADDER TESTING	0	04/14/2020	05/11/2020	650.00
	HEIMAN FIRE EQUIPMENT, INC.	0887709-IN	BULB	0	04/14/2020	05/11/2020	48.86
	WAL-MART COMMUNITY	2634	COMMAND HOOKS/PIC HANGERS	0	04/16/2020	05/11/2020	34.94
							736.59
001-230.000-730.050	Office Supplies						
	WAL-MART COMMUNITY	2634	COMMAND HOOKS/PIC HANGERS	0	04/16/2020	05/11/2020	10.10
							10.10
001-230.000-730.100	Books & Maps						
	US BANK	JONES & BARTLETT	BOOKS - TRAINING LIBRARY	0	04/13/2020	05/11/2020	228.87
	US BANK	IFSTA	BOOKS - TRAINING LIBRARY	0	04/10/2020	05/11/2020	160.00
							388.87
001-230.000-731.150	Chemicals						
	FELD EQUIPMENT CO./ED M.//	0366191-IN	SCBA DISINFECTANT	0	04/09/2020	05/11/2020	58.00
							58.00
001-230.000-731.650	Uniform Allowanc						
	GALL'S, LLC	015443584	10 CAPS	0	04/10/2020	05/11/2020	250.31
							250.31
001-230.000-737.200	Building Mainteni						
	MALOUF JR AND ASSOCIATES	IN-34456	WATER / BATTERIES	0	04/17/2020	05/11/2020	19.95
	MALOUF JR AND ASSOCIATES	IN-34457	WATER / BATTERIES / CLEANER	0	04/17/2020	05/11/2020	110.85
							130.80
001-230.000-737.215	Computer Softwa						
	TURNOUT TOPCO LLC	INV202012684	YEARLY SUBSCRIPTION FEE	0	03/02/2020	05/11/2020	3,600.00

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							3,600.00
Total Dept. Hastings Fire & Rescue:							14,600.90
Dept: 230.300 Ambulance Service							
001-230.300-720.304	Billing/collection : QUICK MED CLAIMS	INV3307	EMS BILLING SERVICE - MARCH	0	03/31/2020	05/11/2020	2,436.64
							2,436.64
001-230.300-727.210	Disaster Recover						
	BOUND TREE MEDICAL LLC	83588920	SAFETY GLASSES	0	04/13/2020	05/11/2020	27.20
	BOUND TREE MEDICAL LLC	83590808	SAFETY GLASSES	0	04/14/2020	05/11/2020	323.70
	BOUND TREE MEDICAL LLC	83595265	PROBE COVERS	0	04/17/2020	05/11/2020	31.44
	BOUND TREE MEDICAL LLC	83599022	DISINFECTANT	0	04/21/2020	05/11/2020	98.36
							480.70
001-230.300-727.800	R & M Vehicles						
	THREE POINTS TIRE	22980	R-6 TIRE ROTATIONS	0	04/15/2020	05/11/2020	80.00
							80.00
001-230.300-731.350	Medical Supplies						
	BOUND TREE MEDICAL LLC	83588921	LORAZEPAM	0	04/13/2020	05/11/2020	59.54
	MATHESON TRIGAS-LINWELD	21533006	OXYGEN	0	04/13/2020	05/11/2020	66.41
							125.95
001-230.300-737.215	Computer Software						
	TURNOUT TOPCO LLC	INV202012684	YEARLY SUBSCRIPTION FEE	0	03/02/2020	05/11/2020	1,848.00
							1,848.00
001-230.300-738.055	Field Equipment						
	FYR-TEK	14804-9	DRAEGER PAC 6000 CO MONITOR	0	04/15/2020	05/11/2020	370.05
							370.05
Total Dept. Ambulance Service:							5,341.34
Dept: 240.000 Police							
001-240.000-720.300	Professional Services						
	CBS - REPORTING SERVICES	402230	2 MONTHLY MEMBERSHIPS	0	03/25/2020	05/11/2020	10.00
	JACHIM/BEATRIZ MARINO//	P201048	INTREPRET - 2HR MIN	0	04/11/2020	05/11/2020	50.00
	NE PUBLIC HEALTH ENVIRONM	524560	13 BAC TESTS	0	04/14/2020	05/11/2020	1,365.00
	US BANK	RLI	NOTARY BOND - ADAM STORY	0	04/16/2020	05/11/2020	50.00
	YRC FREIGHT	760-286690-3	FREIGHT	0	04/21/2020	05/11/2020	261.74
							1,736.74
001-240.000-720.350	Training & Conference						
	MC CLAREN/MICHAEL//	REIMBURSEMENT	CERTIFICATION ACTIVATION FEE	0	04/20/2020	05/11/2020	50.00
	US BANK	PSI SERVICES	CREDIT - UAG CLASS CANCELLED	0	04/11/2020	05/11/2020	-160.00
	US BANK	PSI SERVICES	CREDIT - UAG CLASS CANCELLED	0	04/13/2020	05/11/2020	-160.00
	US BANK	PSI	CREDIT - UAG CLASS CANCELLED	0	04/11/2020	05/11/2020	-160.00
							-430.00
001-240.000-721.050	Postage						
	US BANK	USPS	POSTAGE	0	04/16/2020	05/11/2020	29.75
	US BANK	USPS	POSTAGE	0	04/21/2020	05/11/2020	28.10
	WAL-MART COMMUNITY	03153	CAR CLEANING SUPPLIES	0	04/21/2020	05/11/2020	14.00
							71.85
001-240.000-726.200	Telephone						
	WINDSTREAM	ACT: 090212727	PHONE & LONG DIST SERVICE	0	04/07/2020	05/11/2020	136.93
							136.93
001-240.000-727.200	R & M Buildings						
	BIG G ACE	648845/1	8 BAGS WOOD CHIPS	0	04/22/2020	05/11/2020	42.32
	BIG G ACE	648857/1	10 BAGS WOOD CHIPS	0	04/22/2020	05/11/2020	52.90
	BIG G ACE	648870/1	15 BAGS WOOD CHIPS	0	04/22/2020	05/11/2020	79.35

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Dept: 330.000 EPA mandates							
001-330.000-720.350	Training & Confe						
	VIVID LEARNING SYSTEMS, INC	INV32880	SAFETY TRAINING	0	03/31/2020	05/11/2020	45.00
							45.00
001-330.000-729.400	EPA Legal Fees						
	SULLIVAN, SHOEMAKER PC, LL	7250.507	LEGAL EXP/EPA - SOUTH LF	0	04/24/2020	05/11/2020	1,225.90
	SULLIVAN, SHOEMAKER PC, LL	7250.506	LEGAL EXP/EPA - NORTH LF	0	04/24/2020	05/11/2020	196.80
	SULLIVAN, SHOEMAKER PC, LL	7250.500	LEGAL EXP/EPA - AREA WIDE	0	04/24/2020	05/11/2020	54.32
							1,477.02
							Total Dept. EPA mandates: 1,522.02
Dept: 620.000 Airport							
001-620.000-720.350	Training & Confe						
	VIVID LEARNING SYSTEMS, INC	INV32880	SAFETY TRAINING	0	03/31/2020	05/11/2020	45.00
							45.00
001-620.000-727.200	R & M Buildings						
	RAYNOR GARAGE DOORS OF	29512	LABOR & MATERIALS 11 & 12	0	04/15/2020	05/11/2020	10,470.00
							10,470.00
001-620.000-727.202	R & M Airport						
	GRAINGER	9505509605	LED BULBS	0	04/15/2020	05/11/2020	73.14
	GRAINGER	9506510891	US FLAG	0	04/16/2020	05/11/2020	287.78
	GRAINGER	9507024355	BATTERY PACK	0	04/16/2020	05/11/2020	150.25
							511.17
001-620.000-727.700	R & M Tools & M						
	GRAINGER	9505970179	STRING TRIMMER BARE TOOL	0	04/15/2020	05/11/2020	150.30
							150.30
001-620.000-730.050	Office Supplies						
	EAKES OFFICE SOLUTIONS	8006694-0	BATTERY / FUSION/ AA 16PK	0	04/13/2020	05/11/2020	15.99
	EAKES OFFICE SOLUTIONS	8006695-0	ORGANIZER/CABLE - 2PK	0	04/13/2020	05/11/2020	4.68
	EAKES OFFICE SOLUTIONS	8006694-1	HEADSET / TWO-K 3.5MM	0	04/14/2020	05/11/2020	16.19
							36.86
001-620.000-737.705	Shop Supplies						
	ARAMARK UNIFORM SERVICES	1901827260	4X6 MAT - AIRPORT	0	04/13/2020	05/11/2020	24.71
							24.71
							Total Dept. Airport: 11,238.04
							Total Fund GENERAL FUND: 65,804.06
Fund: 090 I.T. FUND							
Dept: 000.000							
090-000.000-720.350	Training & Confe						
	VIVID LEARNING SYSTEMS, INC	INV32880	SAFETY TRAINING	0	03/31/2020	05/11/2020	225.00
							225.00
090-000.000-737.215	Computer Softwa						
	MIDWEST CARD & ID SOLUTION	27226	PRINT KEY	0	04/23/2020	05/11/2020	250.00
	US BANK	AWS	AWS - RMM HOSTING - MARCH	0	04/06/2020	05/11/2020	32.85
	US BANK	MICROSOFT	MS EXCHANGE ONLINE 3/6-4/5	0	04/07/2020	05/11/2020	310.40
	US BANK	VIMEO	UPGRADE FROM PRO TO PREMIL	0	04/07/2020	05/11/2020	325.51
	US BANK	ESET	3 SETS OF ANTI-VIRUS	0	04/16/2020	05/11/2020	89.99
	US BANK	MONDAY.COM	YEARLY SUBSCRIPTION	0	04/17/2020	05/11/2020	210.60
	US BANK	MICROSOFT	FLOW FOR MAY	0	04/23/2020	05/11/2020	15.00
							1,234.35
090-000.000-737.216	Computer Softwa						

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	US BANK	AWS	AWS - RMM HOSTING - MARCH	0	04/06/2020	05/11/2020	40.16
	US BANK	MICROSOFT	ONE NOTE - MARCH	0	04/07/2020	05/11/2020	5.00
	US BANK	MICROSOFT	MS EXCHANGE ONLINE 3/6-4/5	0	04/07/2020	05/11/2020	1,046.02
	US BANK	VIMEO	UPGRADE FROM PRO TO PREMIL	0	04/07/2020	05/11/2020	397.84
	US BANK	MONDAY.COM	YEARLY SUBSCRIPTION	0	04/17/2020	05/11/2020	257.40
							1,746.42
090-000.000-743.550	Computer Equipr						
	DELL MARKETING L.P.	10380426587	LATTITUDE 7300 LAPTOP-ENVIRC	0	03/14/2020	05/11/2020	1,549.52
							1,549.52
						Total Dept. 000000:	4,755.29
						Total Fund I.T. FUND:	4,755.29
Fund: 111 1999 BUSINESS IMPROVEM							
Dept: 000.000							
111-000.000-720.300	Professional Ser						
	R A C INVESTMENTS	MAY 2020	MAY DIRECTOR SALARY	0	05/01/2020	05/11/2020	1,808.33
							1,808.33
111-000.000-723.110	Public Improvem						
	BROCK/VALERIE//	7	DOWNTOWN EASTER PROMOTIO	0	04/08/2020	05/11/2020	125.00
	CELEBRATION OF LIGHTS	2020 SEASON	UTILITY CART RENTAL - 2020	0	04/23/2020	05/11/2020	1,600.00
	HASTINGS DOWNTOWN CENTE	BID	10 DOWNTOWN DOLLARS/FB PRC	0	04/01/2020	05/11/2020	100.00
	HASTINGS UTILITIES	19740650-00	ELECTRICITY - XMAS LIGHTS	0	03/30/2020	05/11/2020	39.46
	LAMAR COMPANIES/THE//	110930590	DIGITAL POSTERS 12.2-12.29.19	0	12/02/2019	05/11/2020	1,400.00
	YARD JOCKS, LLC	4212020	LANDSCAPE SERVICES 4/14 - 4/21	0	04/21/2020	05/11/2020	770.00
							4,034.46
111-000.000-728.100	Rent						
	COMMUNITY REDEVELOPMENT	MAY 2020	MAY RENT	0	05/01/2020	05/11/2020	225.00
							225.00
111-000.000-730.050	Office Supplies						
	EAKES OFFICE SOLUTIONS	8004642-0	ENVELOPES	0	04/08/2020	05/11/2020	29.49
							29.49
111-000.000-737.200	Building Mainten						
	EARL MAY SEED & NURSERY L.	00040236	MULCH	0	04/20/2020	05/11/2020	216.00
	US BANK	TRACTOR SUPPLY CO	WEED PREVENTER/SPRAYER HAI	0	04/21/2020	05/11/2020	197.95
	US BANK	FILL N CHILL	FUEL	0	04/20/2020	05/11/2020	5.70
							419.65
						Total Dept. 000000:	6,516.93
						SINISS IMPROVEMENT DIST:	6,516.93
Fund: 130 LIBRARY GRANT FUND							
Dept: 000.000							
130-000.000-720.357	Library Programs						
	US BANK	AMAZON	SRP PRIZES	0	04/13/2020	05/11/2020	6.66
	US BANK	AMAZON	SRP PRIZES	0	04/13/2020	05/11/2020	13.29
	US BANK	SPECIAL SCOOPS	PROGRAM PRIZE	0	04/17/2020	05/11/2020	10.00
							29.95
						Total Dept. 000000:	29.95
						Fund LIBRARY GRANT FUND:	29.95

Fund: 140 AQUATICS CENTER FUND**Dept: 000.000**

140-000.000-743.700 Tools & Miscellar

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	J E O CONSULTING GROUP, INC	116277	AQUATIC CENTER PLAY STRUCTI	0	04/16/2020	05/11/2020	297.50
							297.50
						Total Dept. 000000:	297.50
						nd AQUATICS CENTER FUND:	297.50
Fund: 147 CANDO FUND							
Dept: 000.000							
147-000.000-729.600	CANDO Project						
	INTERNET NEBRASKA	CANDO	3 MONTHS INTERNET-TASK FORC	0	04/08/2020	05/11/2020	62.95
	WINDSTREAM	ACT: 090212738	PHONE SERVICE FOR CANDO OF	0	04/07/2020	05/11/2020	71.40
							134.35
						Total Dept. 000000:	134.35
						Total Fund CANDO FUND:	134.35
Fund: 170 MUSEUM FUND							
Dept: 170.100 Museum administration							
170-170.100-720.350	Training & Confe						
	VIVID LEARNING SYSTEMS, INC	INV32880	SAFETY TRAINING	0	03/31/2020	05/11/2020	1,035.00
							1,035.00
170-170.100-723.050	Advertising						
	US BANK	FACEBOOK	MARCH ADS	0	03/31/2020	05/11/2020	92.00
	US BANK	ADOBE CREATIVE	ADOBE CREATIVE CLOUD	0	04/17/2020	05/11/2020	32.09
	US BANK	GO DADDY	WORD PRESS RENEWAL	0	04/19/2020	05/11/2020	9.99
	US BANK	KNOWNHOST	ANNUAL HOSTING	0	04/23/2020	05/11/2020	408.00
							542.08
170-170.100-724.050	Printing						
	US BANK	SMART PRESS	ANNUAL REPORT	0	04/13/2020	05/11/2020	611.87
							611.87
170-170.100-728.150	Film Royalty						
	SONY PICTURES	903887	FILM: LITTLE WOMEN	0	04/21/2020	05/11/2020	-196.35
	SONY PICTURES	903887	FILM: LITTLE WOMEN	0	04/21/2020	05/11/2020	-177.35
	SONY PICTURES	903887	FILM: LITTLE WOMEN	0	04/21/2020	05/11/2020	433.13
							59.43
170-170.100-729.050	Dues & Subscrip						
	US BANK	MUSEUM EDU	MUSEUM EDU ROUNDTABLE MEN	0	04/13/2020	05/11/2020	50.00
							50.00
170-170.100-729.150	Other Operating						
	WOODWARD'S DISPOSAL SERV	8922-1873	APRIL DOCUMENT DESTRUCTION	0	04/27/2020	05/11/2020	35.00
							35.00
170-170.100-730.050	Office Supplies						
	EAKES OFFICE SOLUTIONS	8014194-0	MAILING LABELS	0	04/23/2020	05/11/2020	16.99
	US BANK	OFFICE SUPPLY	CLASP ENV	0	04/15/2020	05/11/2020	126.73
							143.72
170-170.100-731.408	Educational Expe						
	AMAZON CAPITAL SERVICES	1RHR-VHYF-LNWQ	CUTTING PADS FOR EDU DIE CU1	0	04/14/2020	05/11/2020	18.98
	AMAZON CAPITAL SERVICES	1DG9-KCPQ-QP61	9 BOOKS FOR EDU LIBRARY	0	04/18/2020	05/11/2020	121.98
	AMAZON CAPITAL SERVICES	1694-LMYF-39Y6	2 BOOKS FOR EDU LIBRARY	0	04/22/2020	05/11/2020	13.32
	AMAZON CAPITAL SERVICES	1JKC-QFPQ-94RF	BOOK FOR EDUCATION	0	04/26/2020	05/11/2020	20.48
	EAKES OFFICE SOLUTIONS	8006129-0	2 BOXES LAMINATION SHEETS	0	04/13/2020	05/11/2020	126.78
							301.54
170-170.100-737.100	Landscaping Sup						
	HASTINGS OUTDOOR POWER L	25299	MOWER BELT	0	04/21/2020	05/11/2020	79.99

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							79.99
170-170.100-737.200	Building Mainten:						
	AMAZON CAPITAL SERVICES	19LQ-XKCT-19NT	2 OUTDOOR LIGHT GLOBES	0	04/28/2020	05/11/2020	37.90
	MENARDS	97350	STRAPS/KNIFE/BLADES/SAW BLA	0	04/15/2020	05/11/2020	30.14
							68.04
170-170.100-737.205	Electrical Supplie						
	ECHO SYSTEMS	S8435800.002	EMERGENCY BATTERY BACKUP	0	03/19/2020	05/11/2020	238.25
							238.25
170-170.100-737.208	Collections Supp						
	MENARDS	97350	STRAPS/KNIFE/BLADES/SAW BLA	0	04/15/2020	05/11/2020	15.37
							15.37
170-170.100-737.210	Exhibit Supplies						
	MENARDS	97611	PVC PIPE / BOARDS / PAINT	0	04/21/2020	05/11/2020	53.97
	MENARDS	97614	MISC HARDWARE	0	04/21/2020	05/11/2020	33.32
	US BANK	PAYPAL	ROCKS/MINERALS/FOSSILS LLC	0	04/15/2020	05/11/2020	89.94
							177.23
170-170.100-737.705	Shop Supplies						
	MENARDS	97350	STRAPS/KNIFE/BLADES/SAW BLA	0	04/15/2020	05/11/2020	38.99
							38.99
Total Dept. Museum administration:							3,396.51
Total Fund MUSEUM FUND:							3,396.51
Fund: 180 STREET FUND							
Dept: 000.000							
180-000.000-020.050	Cash In Bank						
	VIVID LEARNING SYSTEMS, INC	INV32880	SAFETY TRAINING	0	03/31/2020	05/11/2020	1,035.00
							1,035.00
180-000.000-724.050	Printing						
	EAKES OFFICE SOLUTIONS	INV200342	CONTRACT BILL:12.28.19-3.27.20	0	04/14/2020	05/11/2020	579.44
							579.44
180-000.000-726.200	Telephone						
	VIAERO WIRELESS	ACT: 14809	PARKS&WACKERS CELL 3/21 - 4/2	0	05/10/2020	05/11/2020	2.66
							2.66
180-000.000-727.200	R & M Buildings						
	MENARDS	97582	FLEX COUPLING/VELSTRAP/AIR F	0	04/21/2020	05/11/2020	30.00
							30.00
180-000.000-727.500	R & M Heavy Ma						
	AUTO VALUE-HASTINGS	70NV034346	BATTERIES #938	0	04/14/2020	05/11/2020	213.54
	FLEET PRIDE, INC.	49902878	TRAILER JACK #926	0	04/16/2020	05/11/2020	1,200.00
	KELLY SUPPLY COMPANY	S15101172-0	PIPE FITTINGS / ADAPTER #12	0	04/10/2020	05/11/2020	10.28
	KULLY PIPE & STEEL SUPPLY	728824	STEEL FOR HOT BOX #927	0	04/03/2020	05/11/2020	19.63
	N A P A AUTO PARTS	938679	HYD FITTINGS #12	0	04/10/2020	05/11/2020	6.41
	N A P A AUTO PARTS	938750	HYD HOSES #12	0	04/10/2020	05/11/2020	116.51
	N A P A AUTO PARTS	939362	STROBE BEACON #29	0	04/14/2020	05/11/2020	143.31
	N A P A AUTO PARTS	940207	AIR FILTERS #57	0	04/17/2020	05/11/2020	38.95
	N A P A AUTO PARTS	940824	BATTERY BOX / BATTERY #926	0	04/21/2020	05/11/2020	116.50
	TITAN MACHINERY INC - HASTII	13246763GP	FUEL LINES #41	0	11/06/2019	05/11/2020	70.25
	TITAN MACHINERY INC - HASTII	13352163GP	CREDIT - RETURN DRIVE ASSY	0	12/03/2019	05/11/2020	-300.00
	TITAN MACHINERY INC - HASTII	13825566GP	MASTER & SLAVE CYL #65	0	04/16/2020	05/11/2020	823.00
	TITAN MACHINERY INC - HASTII	13846948GP	RESERVIOR / PLUG / COLLAR /	0	04/21/2020	05/11/2020	245.14
	UNIVERSAL HYDRAULICS, INC.	27253	QUICK DISCONNECT FITTINGS #1	0	04/10/2020	05/11/2020	403.30
	UNIVERSAL HYDRAULICS, INC.	27262	HYD HOSE #29	0	04/13/2020	05/11/2020	80.61

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							3,187.43
180-000.000-727.800	R & M Vehicles						
	AUTO VALUE-HASTINGS	70NV034256	BATTERIES #45	0	04/13/2020	05/11/2020	305.26
							305.26
180-000.000-729.150	Other Operating						
	HASTINGS TRIBUNE	300087253	ADV PROJECT R-2020	0	03/10/2020	05/11/2020	116.24
	HASTINGS TRIBUNE	300087254	ADV PROJECT M-330 (93)	0	03/10/2020	05/11/2020	96.43
	HASTINGS TRIBUNE	300083667	ADV - NOTICE TO BIDDERS SEALI	0	01/21/2020	05/11/2020	50.33
	HASTINGS TRIBUNE	300082020	ADV - NOTICE TO MUS CONSULT/	0	12/24/2019	05/11/2020	73.82
	HASTINGS TRIBUNE	300078682	ADV - NOTICE TO BID WASTHAND	0	11/05/2019	05/11/2020	13.64
	HASTINGS TRIBUNE	300078684	ADV - NOTICE TO BID TARP MACH	0	11/05/2019	05/11/2020	62.61
	HASTINGS TRIBUNE	300078683	ADV - NOTICE TO BID WOOD WAS	0	11/05/2019	05/11/2020	62.61
							475.68
180-000.000-730.050	Office Supplies						
	BUSINESS WORLD PRODUCTS	022187-01	OFFICE SUPPLIES	0	04/06/2020	05/11/2020	265.18
	BUSINESS WORLD PRODUCTS	022187	OFFICE SUPPLIES	0	03/23/2020	05/11/2020	60.99
	BUSINESS WORLD PRODUCTS	022171-01	OFFICE SUPPLIES	0	03/24/2020	05/11/2020	51.48
	BUSINESS WORLD PRODUCTS	022171-02	OFFICE SUPPLIES	0	03/26/2020	05/11/2020	56.99
	CORNHUSKER PRESS	P191273	ENGINEERING DEPT - ENVELOPE	0	03/25/2020	05/11/2020	190.39
							625.03
180-000.000-731.050	Asphalt & Cemer						
	BIG G ACE	648380/1	TAPE MEASURE/BOX LEVEL/PLIEI	0	04/16/2020	05/11/2020	70.33
	GERHOLD CONCRETE COMPAN	131979	16CY SG3000 CONCRETE	0	04/01/2020	05/11/2020	792.96
	ROSE EQUIPMENT, INC.	11198	DMAX CRACK MASTIC 25LB BOX	0	04/23/2020	05/11/2020	1,681.28
	STETSON BUILDING PRODUCT	13885252-00	27 ADA TRUNCATED DOMES FOR	0	04/08/2020	05/11/2020	2,619.00
							5,163.57
180-000.000-731.250	Fuel & Oil						
	MID-NEBRASKA LUBRICANTS	336986	420.6 GAL #2 DIESEL	0	04/10/2020	05/11/2020	580.43
	MID-NEBRASKA LUBRICANTS	336987	799.9 GAL E10 UNLEADED	0	04/10/2020	05/11/2020	783.90
	MID-NEBRASKA LUBRICANTS	337117	793.4 GAL #2 DIESEL	0	04/22/2020	05/11/2020	1,094.89
	MID-NEBRASKA LUBRICANTS	337118	1000 GAL E10 UNLEADED	0	04/22/2020	05/11/2020	980.00
	NUTRIEN AG SOLUTIONS INC	41722469	42 GAL PROPANE	0	04/22/2020	05/11/2020	38.22
	TITAN MACHINERY INC - HASTII	13287211GP	FUEL LINES / INJECTION/ RETURN	0	11/18/2019	05/11/2020	117.20
	TITAN MACHINERY INC - HASTII	13287211GP	FUEL LINES / INJECTION/ RETURN	0	11/18/2019	05/11/2020	88.00
							3,682.64
180-000.000-731.400	Other Supplies						
	MENARDS	97092	SWING PIPE COUPLING	0	04/09/2020	05/11/2020	2.91
							2.91
180-000.000-731.600	Signs						
	BIG G ACE	648269/1	CLOROX SPRAY / WIPES/FASTEN	0	04/15/2020	05/11/2020	21.53
	MALOUF JR AND ASSOCIATES	IN-34442	8 BOXES - 12 BATTERIES- LIGHTS	0	04/15/2020	05/11/2020	92.72
							114.25
180-000.000-731.700	Wearing Apparel						
	BUDNICK/JULIE//	10382	SHIRTS - STREET DEPT	0	04/23/2020	05/11/2020	84.00
							84.00
180-000.000-737.705	Shop Supplies						
	AUTO VALUE-HASTINGS	70NV034820	CAR WASH SOAP	0	04/22/2020	05/11/2020	5.59
	KELLY SUPPLY COMPANY	S15101177-0	THREAD SEALANT	0	04/10/2020	05/11/2020	15.55
							21.14
180-000.000-738.050	Hand Tools						
	BIG G ACE	648377/1	GARDEN SPRAYER	0	04/16/2020	05/11/2020	15.79
							15.79
180-000.000-743.500	Heavy Machinery						

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
	FEL-TECH	800178	FELTECH MODEL FT774 SKID STE	0	04/13/2020	05/11/2020	11,000.00
	FEL-TECH	800178	FELTECH MODEL FT774 SKID STE	0	04/13/2020	05/11/2020	5,500.00
							16,500.00
						Total Dept. 000000:	31,824.80
						Total Fund STREET FUND:	31,824.80
Fund: 183 STREET SALES TAX FUND							
Dept: 000.000							
183-000.000-742.320	New Street Cons						
	WERNER CONSTRUCTION COM	R-2019 R-1 R-7	PROJ NO: R 2019-RESIDENTIAL	0	04/22/2020	05/11/2020	144,962.69
							144,962.69
						Total Dept. 000000:	144,962.69
						Total Fund STREET SALES TAX FUND:	144,962.69
Fund: 190 KENO BETTERMENT FUND							
Dept: 240.000 Police							
190-240.000-742.420	Departmental Ca						
	DIGITAL ALLY INC	1112299	VULINK BASE CABLE	0	04/15/2020	05/11/2020	100.00
							100.00
						Total Dept. Police:	100.00
						Total Fund KENO BETTERMENT FUND:	100.00
Fund: 366 BAN/STREET CONSTRUCTI							
Dept: 000.000							
366-000.000-742.532	North Park Comr						
	WERNER CONSTRUCTION COM	SID 2019-3-4 SD - WD	PROJ: SID 2019-1/3/4 WD2019-1	0	04/18/2020	05/11/2020	698,591.96
							698,591.96
						Total Dept. 000000:	698,591.96
						Total Fund REET CONSTRUCTION FUND:	698,591.96
Fund: 610 LANDFILL FUND							
Dept: 000.000							
610-000.000-720.300	Professional Sen						
	OLSSON	354980	LF FACILITY-HASTINGS AIR REPC	0	04/22/2020	05/11/2020	853.00
							853.00
610-000.000-720.350	Training & Confe						
	VIVID LEARNING SYSTEMS, INC	INV32880	SAFETY TRAINING	0	03/31/2020	05/11/2020	405.00
							405.00
610-000.000-727.210	Disaster Recover						
	EGAN SUPPLY COMPANY	317750A	TOWELS & DISINFECTANT	0	04/17/2020	05/11/2020	185.04
	EGAN SUPPLY COMPANY	317815A	LYSOL DISINFECTANT WIPES	0	04/17/2020	05/11/2020	126.00
							311.04
610-000.000-727.500	R & M Heavy Ma						
	EPG COMPANIES INC	54630	LEACHATE PUMP-PHASE V-REPA	0	01/28/2020	05/11/2020	977.49
	N A P A AUTO PARTS	94098	ADC TARP MACH-BATTERY BOLT	0	04/20/2020	05/11/2020	28.67
	N A P A AUTO PARTS	934331	VOIDED CREDIT - PD A VOIDED INVOICE	0	04/20/2020	05/11/2020	-8.83
	NE MACHINERY CO.	CUI785746	#116 - 6 CLIPS	0	04/15/2020	05/11/2020	63.69
	NE MACHINERY CO.	CUI785751	#116 - 2 HOSES	0	04/15/2020	05/11/2020	465.54
	NE MACHINERY CO.	CUI786778	#110 - FILTERS	0	04/17/2020	05/11/2020	351.05
	NE MACHINERY CO.	CUI787464	MORBARK - FUEL SENSOR/SEAL	0	04/20/2020	05/11/2020	45.79
	UNIVERSAL HYDRAULICS, INC.	27269	#116 - 2 HYD HOSES	0	04/14/2020	05/11/2020	55.73

5/11/2020 VOUCHERS TO BE PAID

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
							1,979.13
610-000.000-730.050	Office Supplies						
	BUSINESS WORLD PRODUCTS	650004	CREDIT CARD MACH TAPE	0	04/10/2020	05/11/2020	53.03
							53.03
610-000.000-731.250	Fuel & Oil						
	MID-NEBRASKA LUBRICANTS	337011	1200.9 GAL #2 DYED DIESEL	0	04/13/2020	05/11/2020	1,657.24
	MID-NEBRASKA LUBRICANTS	337012	183.3 GAL E10 UNLEADED	0	04/13/2020	05/11/2020	179.63
	MID-NEBRASKA LUBRICANTS	337075	472.3 GAL #2 DYED DIESEL	0	04/20/2020	05/11/2020	651.77
							2,488.64
610-000.000-731.700	Wearing Apparel						
	ARAMARK UNIFORM SERVICES	1901827259	MATS/COVERALLS - LANDFILL	0	04/13/2020	05/11/2020	29.03
	ARAMARK UNIFORM SERVICES	1901834361	MATS/COVERALLS - LANDFILL	0	04/20/2020	05/11/2020	29.03
							58.06
610-000.000-737.200	Building Mainten:						
	MENARDS	97509	HOUSEHOLD PAPER TOWELS	0	04/19/2020	05/11/2020	19.75
							19.75
Total Dept. 000000:							6,167.65
Total Fund LANDFILL FUND:							6,167.65
Fund: 710 SELF INSURED HEALTH FU							
Dept: 000.000							
710-000.000-720.480	Health Benefit Pr						
	MUTUAL OF OMAHA	001081878979	DIV 1 (NONUTIL) LIFE/ADD/VOLLI	0	05/01/2020	05/11/2020	3,622.18
	MUTUAL OF OMAHA	001081878980	DIV 2 (UTIL) LIFE/ADD/VOL LIFE	0	05/01/2020	05/11/2020	3,102.42
	MUTUAL OF OMAHA	001081878980	DIV 2 (UTIL) LONG TERM DISABIL	0	05/01/2020	05/11/2020	4,649.77
							11,374.37
Total Dept. 000000:							11,374.37
ELF INSURED HEALTH FUND:							11,374.37
Grand Total:							973,956.06

Distribution Register by Check



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From Check Date: 04/24/2020 - To Check Date: 05/04/2020

Check No	Supplier	Supplier Name	Invoice Number	Invoice Description	Invoice Amt	Charge Code	GL Amount
43497	01875	ADAMS COUNTY REGISTER OF DE	023 032020-C	LIENS, EASEMENTS	42.00	1 69180	42.00
43498	01925	ADAMS COUNTY TREASURER	042220	LOST PLATE FEE	2.50	1 45021	2.50
43499	13075	CHARTER COMMUNICATIONS	0354001041720	PHONE & INTERNET	1,396.49	1 69180	90.00
				PHONE & INTERNET		1 69210	1,306.49
					1,396.49		1,396.49
43500	22305	EDISON MACHINE LLP.	SR-202304J	REPAIR CCI VALVE BONNET	26,945.00	2 25125	1,500.00
				REPAIR CCI VALVE BONNET		2 25125	25,445.00
					26,945.00		26,945.00
43501	77050	VERIZON WIRELESS	9852346045	MACHINE TO MACHINE SHARING	85.06	1 69180	57.54
				MACHINE TO MACHINE SHARING		2 25700	27.52
					85.06		85.06
43502	17475	CREDIT MANAGEMENT	C 14 CI 19 1035 050	REMIT GARNISHMENT	240.66	1 62410	240.66
			C 14 CI 20 289 0501	REMIT GARNISHMENT	431.93	1 62410	431.93
					672.59		672.59
43503	32400	HASTINGS, CITY OF	050120	EMPLOYEE FLEX PLAN DEDUCT	4,772.87	1 62401	4,772.87
43504	70300	STATE DISBURSEMENT UNIT	CO1482539 050120	REMIT GARNISHMENT	248.00	1 62410	248.00
43505	30940	GSS-HASTINGS VILLAGE	050120	APPLICATION FEES	150.00	2 29300	150.00
43506	30940	GSS-HASTINGS VILLAGE	050120-1	REFUNDABLE SECURITY DEPOSIT	925.00	2 29300	925.00
43507	30940	GSS-HASTINGS VILLAGE	050120-2	1 MONTH RENT, UTILITIES, APPLI	985.00	2 29300	985.00
43508	02125	ADVANCE SERVICES, INC.	548982-R1	GUARD SHACK PERSONNEL	91.37	2 75065	91.37
			549681	GUARD SHACK PERSONNEL	1,085.32	2 75065	1,085.32
			550347	GUARD SHACK PERSONNEL	1,078.52	2 75065	1,078.52
					2,255.21		2,255.21
43509	05725	ANIXTER INC.	523295858	ETHERNET FIBER	721.91	1 69330	721.91
43510	05750	ANSTINE FIRE EQUIPMENT	4031	RECHARGE FIRE EXTINGUISHERS	88.81	2 25820	88.81
43511	06025	APPLIED INDUSTRIAL TECH.	7018793857	BFP COUPLER	1,154.61	2 25125	1,154.61
43512	06322	ARVOS LJUNGSTROM LLC	41872	INSPECT AIR HEATER	4,222.10	2 25125	1,500.00
				INSPECT AIR HEATER		2 25125	2,722.10
					4,222.10		4,222.10
43513	07275	BABCOCK & WILCOX CO.	558120	REPAIR GAS TEMP PYROMETER	924.57	2 25125	924.57
43514	09225	BLACKBURN MFG. CO.	0617577-IN	MARKING PAINT	205.91	1 61561	205.91
43515	09705	BRANDSAFWAY SOLUTIONS, LLC	731-D005816	SCAFFOLDING	4,203.65	2 25125	1,500.00
				SCAFFOLDING		2 25125	2,703.65
			731-D005817	SCAFFOLDING	1,660.57	2 25124	160.57
				SCAFFOLDING		2 25124	1,500.00
			731-D005818	SCAFFOLDING	460.24	2 25124	460.24
			731-D005819	SCAFFOLDING	1,177.12	2 95126	1,177.12
			731-D005820	SCAFFOLDING	3,652.41	2 25125	1,500.00
				SCAFFOLDING		2 25125	2,152.41
			731-D005821	SCAFFOLDING	315.71	2 25135	315.71
			731-D005822	SCAFFOLDING	1,287.10	2 25125	1,287.10
			731-D005823	SCAFFOLDING	4,749.87	2 20699	1,500.00
				SCAFFOLDING		2 20699	3,249.87
					17,506.67		17,506.67
43516	10525	BUSINESS WORLD PRODUCTS	650038	WHITE BOARD	385.19	1 69210	385.19
43517	12225	CENTRA CHEMICAL SERVICE	41895	STARTER FERTILIZER	588.23	1 61561	588.23
43518	12375	CENTRAL DISTRICT HEALTH DEPT	21077	WATER TESTING	1,500.00	1 35531	1,500.00
43519	12825	CENTRAL STATES GROUP	1394181-00	PIPE	425.95	2 25125	425.95
			1394637-00	PIPE	286.84	2 25125	286.84
					712.79		712.79
43520	13225	CHEMTREAT, INC	2952479	ANTI-SCALE	28,541.14	2 25055	1,500.00
				ANTI-SCALE		2 25055	27,041.14

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					28,541.14		28,541.14
43521	13610	CINTAS CORPORATION	4048728148	UNIFORM SERVICE	193.36	1 69270	4.72
				UNIFORM SERVICE		2 29270	188.64
			4048728159	UNIFORM SERVICE	153.74	2 79275	153.74
					347.10		347.10
43522	14600	COMM USA	219059	MICROPHONES	417.80	2 75145	417.80
43523	14805	COMMUSA	219028	BATTERIES	234.50	2 75125	234.50
43524	15075	COMPUTER HARDWARE, INC.	H28117	MICROPHONE	74.85	1 69212	74.85
			H28123	LAPTOP	854.93	1 69212	854.93
					929.78		929.78
43525	16825	CORNHUSKER CLEANING SYSTEM	98626	BLUE SOAP	409.01	1 61847	409.01
43526	19225	DELKEN PRESS	042020	BACKFLOW SURVEYS	246.10	1 39210	246.10
43527	21375	DUTTON-LAINSON COMPANY	817417-1	BUSHINGS, TRANSFORMERS	952.30	2 21561	952.30
			S11134-1	TRANSFORMERS	25,272.34	2 21562	25,272.34
			S11134-2	TRANSFORMERS	22,197.16	2 21562	22,197.16
					48,421.80		48,421.80
43528	21975	EAKES OFFICE EQUIPMENT	7985817-0	OFFICE CHAIRS	950.00	1 69210	950.00
			8000929-0	HAND SANITIZER	256.27	1 69212	256.27
			8006514-0	CALCULATOR RIBBONS	24.14	1 61561	24.14
			8008758-0	PLOTTER PAPER	1,880.41	1 69180	380.41
				PLOTTER PAPER		1 69180	1,500.00
			8008758-1	PLOTTER PAPER	303.29	1 69180	303.29
					3,414.11		3,414.11
43529	24075	EXPERITEC, INC.	CD99079980	RINGS, GASKETS, REPAIR KIT	2,996.94	2 25125	1,496.94
				RINGS, GASKETS, REPAIR KIT		2 25125	1,500.00
			CD99080275	REGULATOR, PIPE PLUG	167.54	2 25125	167.54
					3,164.48		3,164.48
43530	24225	F C X PERFORMANCE	4557701	ASCO VALVE	716.38	2 25125	716.38
43531	24775	FARRIS CONSTRUCTION CO. INC.	20014	INSTALL WELLHOUSE DOORS	12,130.00	1 35055	1,500.00
				INSTALL WELLHOUSE DOORS		1 35055	10,630.00
			20015	FIX ROCK ON TANKS	2,040.50	1 15461	540.50
				FIX ROCK ON TANKS		1 15461	1,500.00
					14,170.50		14,170.50
43532	24825	FASTENAL CO.	NEHAS161311	BOTTLED WATER	442.18	2 75065	442.18
43533	26355	FR FLOW CONTROL VALVES US B	201000678R	SHAFT	2,588.00	2 25135	1,088.00
				SHAFT		2 25135	1,500.00
					2,588.00		2,588.00
43534	27360	GE POWER SERVICES	95206007	JOURNAL BEARING KEEPER	855.61	2 25124	855.61
			95206254	GASKETS	348.78	2 25124	348.78
			95206518	GASKETS	380.43	2 25124	380.43
					1,584.82		1,584.82
43535	31475	HACH COMPANY	11897212	AMMONIA ELECTRODE	884.00	1 45431	884.00
43536	32375	HASTINGS, CITY OF	042720	REIMB FIN-HR-IT HEALTH INS APR	19,896.68	1 69190	4,601.56
				REIMB FIN-HR-IT HEALTH INS APR		1 69200	12,562.27
				REIMB FIN-HR-IT HEALTH INS APR		1 69203	2,732.85
			043020	IT EXPENSES-APR	6,923.14	1 19190	5.86
				IT EXPENSES-APR		1 19190	598.53
				IT EXPENSES-APR		1 39190	5.86
						1 39190	598.53
						1 49190	5.86
						1 49190	598.53
						1 69190	26.76
						1 69190	2,736.26
						2 29190	5.86
						2 29190	598.53
						2 29195	16.88
						2 29195	1,725.68
			043020-1	HR EXPENSES-APR	995.99	1 19190	5.85
				HR EXPENSES-APR		1 19190	81.10
				HR EXPENSES-APR		1 39190	5.85

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						1 39190	81.10
						1 49190	5.85
						1 49190	81.10
						1 69203	26.75
						1 69203	370.75
						2 29190	5.85
						2 29190	81.10
						2 29195	16.87
						2 29195	233.82
			1007 PPE 041720-1	FINANCE WAGES-APR	29,247.79	1 69200	29,247.79
			1007 PPE 041720-2	FINANCE BENEFITS-APR	4,637.96	1 69260	4,637.96
			1007 PPE 041720-3	HR WAGES-APR	8,927.60	1 69203	8,927.60
			1007 PPE 041720-4	HR BENEFITS-APR	1,135.75	1 69203	1,135.75
			1007 PPE 041720-5	PI WAGES-APR	2,037.55	1 69200	2,037.55
			1007 PPE 041720-6	PI BENEFITS-APR	164.02	1 69260	164.02
			1007 PPE 041720-7	IT WAGES-APR	15,237.49	1 69190	15,237.49
			1007 PPE 041720-8	IT BENEFITS-APR	1,841.86	1 69190	1,841.86
			1007 PPE 041720-9	PPGA WAGES-APR	10,042.43	2 89201	10,042.43
					101,088.26		101,088.26
43537	32400	HASTINGS, CITY OF	001072372025	MUTUAL/OMAHA LIFE & DISAB-APR	7,790.17	1 19260	556.20
				MUTUAL/OMAHA LIFE & DISAB-APR		1 39260	400.58
				MUTUAL/OMAHA LIFE & DISAB-APR		1 49260	224.15
						1 62403	1,569.70
						1 69260	1,519.65
						2 29260	887.16
						2 29265	2,632.73
			042720	EMPLOYEE VISION INSUR-APR	1,575.24	1 62402	1,575.24
			042720-1	BCBS HEALTH & DENTAL INS-APR	363,696.03	1 62414	363,696.03
			042720-2	DISCOVERY BENEF ACCT FEE-APR	237.60	1 69260	237.60
			042720-3	DISCOVERY BENEF COBRA FEE-AP	149.60	1 19260	14.45
				DISCOVERY BENEF COBRA FEE-AP		1 39260	11.90
				DISCOVERY BENEF COBRA FEE-AP		1 49260	6.80
						1 69260	39.95
						2 29260	19.55
						2 29265	56.95
			643341	EMPLOYEE AFLAC DEDUCT-ARP	6,432.82	1 62414	6,432.82
					379,881.46		379,881.46
43538	32425	HASTINGS, CITY OF	050120	COMBINED BOND PAYMENT-MAY	139,168.00	1 61322	139,168.00
43539	32525	HASTINGS, CITY OF		IN LIEU OF TAXES-MAY	274,456.00	1 14080	29,140.00
				IN LIEU OF TAXES-MAY		1 34080	27,883.00
				IN LIEU OF TAXES-MAY		1 44080	24,137.00
						2 24080	193,296.00
					274,456.00		274,456.00
43540	32625	HASTINGS, CITY OF	00358214	SEWER LINE GRIT	128.74	1 45021	128.74
43541	32725	HASTINGS ECONOMIC DEVELOPM	050120	2020 AGREEMENT-MAY	10,416.00	1 69230	10,416.00
43542	34325	HERCULES INDUSTRIES, INC.	110138	PADLOCKS FOR CABINETS	611.12	2 25940	611.12
43543	35640	HTH COMPANIES, INC.	952299TM1	WASH COAL SILOS	7,137.35	2 25115	1,500.00
				WASH COAL SILOS		2 25115	2,399.00
				WASH COAL SILOS		2 25115	3,238.35
					7,137.35		7,137.35
43544	35670	HUFFMAN ENGINEERING INC.	1008925	PROFESSIONAL SERVICES	797.50	1 45462	797.50
43545	36675	I B T, INC.	7637779	NORGREN ELEMENTS	132.27	2 25115	132.27
			7642406	NORGREN ELEMENTS	680.45	2 25115	680.45
					812.72		812.72
43546	37025	I-CON SOLUTIONS, INC.	194925	CONDUCTIVITY PROBE	2,037.72	2 25125	537.72
				CONDUCTIVITY PROBE		2 25125	1,500.00
					2,037.72		2,037.72
43547	39045	IRBY ELECTRICAL DISTRIBUTOR	S011820985.004	CONDUIT STRAP KITS	39.60	2 21561	39.60
43548	39350	J & L YARD AND TREE SERVICE	042920	TREE TRIMMING & REMOVAL	3,100.00	2 25830	1,500.00
				TREE TRIMMING & REMOVAL		2 25830	1,600.00
					3,100.00		3,100.00
43549	40175	JOHNSON SERVICE CO.	6891	CCTV SEWER BACKUP	1,704.00	1 44160	204.00
				CCTV SEWER BACKUP		1 44160	1,500.00

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					1,704.00		1,704.00
43550	40875	K T HEATING & AIR COND. INC.	1110-54521	SERVICE CALL	75.00	1 45451	75.00
43551	41075	KANO LABORATORIES, INC.	81939630	AEROKROIL	506.59	2 75065	506.59
43552	41325	KELLY SUPPLY CO.	S15101027-0	HOSE FOR COAL SILO CLEANING	1,591.37	2 25115	91.37
			S15101256-0	HOSE FOR COAL SILO CLEANING		2 25115	1,500.00
				GATE VALVE, UNION	55.75	2 25135	55.75
					1,647.12		1,647.12
43553	42425	KRIZ-DAVIS COMPANY	919850300	MACHINE BOLTS	71.96	2 21561	71.96
			919850301	CONDUIT	40.16	1 30363	40.16
			919850302	CONDUIT	5,812.15	2 21561	5,812.15
					5,924.27		5,924.27
43554	42625	KULLY PIPE & STEEL CORP.	729189	CAPS	64.32	1 61561	64.32
			729223	HANDSAWS	81.02	1 61561	81.02
			729224	HANDSAWS	35.12	1 61561	35.12
			729225	CAPS, NIPPLES	87.91	1 61561	87.91
			729244	COUPLER	15.11	2 20699	15.11
					283.48		283.48
43555	44152	LIGHT AND SIREN	14772	MOUNTING LIGHT BARS	2,397.00	1 61842	219.25
				MOUNTING LIGHT BARS		1 61842	219.25
				MOUNTING LIGHT BARS		1 61842	531.25
						1 61842	897.00
						1 61847	530.25
					2,397.00		2,397.00
43556	44325	LINWELD	21550578	EARPLUGS	761.71	1 61561	761.71
			21550601	CARBON DIOXIDE	267.13	2 75135	267.13
			21566945	HYDROGEN	1,129.39	2 75055	1,129.39
			21573211	GLOVES	101.26	1 61561	101.26
			21573212	EARPLUGS	69.25	1 61561	69.25
			21573213	CUTOFF WHEELS	69.49	1 61561	69.49
					2,398.23		2,398.23
43557	44350	LINCOLN WINWATER CO.	068103 01	CAPS	131.61	1 61561	131.61
			068658 01	PIPE	26,814.16	1 30377	1,500.00
				PIPE		1 30377	25,314.16
					26,945.77		26,945.77
43558	44475	LISEGA INC.	200706A1	FREIGHT CHARGES	11.10	2 20699	11.10
43559	45375	M S C INDUSTRIAL SUPPLY CO INC	43536482	CHAIN HOIST W/ MOTOR TROLLEY	4,920.07	2 25064	1,500.00
				CHAIN HOIST W/ MOTOR TROLLEY		2 25064	3,420.07
					4,920.07		4,920.07
43560	47487	METERING & TECH SOLUTIONS	16804	METER HEADS	6,876.12	1 30003	1,500.00
				METER HEADS		1 30003	5,376.12
					6,876.12		6,876.12
43561	48675	MID-NEBRASKA LUBRICANTS	337034	DIESEL FUEL	180.40	1 35053	180.40
			337035	DIESEL FUEL	169.74	1 35053	169.74
			337036	DIESEL FUEL	217.46	1 35053	217.46
					567.60		567.60
43562	49575	MILLER MECHANICAL SPECIALTIE	3007227	AUTOMATIC DRIP TRAPS	2,834.97	1 45460	1,334.97
				AUTOMATIC DRIP TRAPS		1 45460	1,500.00
					2,834.97		2,834.97
43563	49915	MISTRAS GROUP	CD11143101	INSPECT WELDS ON COAL SILOS	7,634.00	2 25115	1,500.00
				INSPECT WELDS ON COAL SILOS		2 25115	6,134.00
					7,634.00		7,634.00
43564	50775	MOTION INDUSTRIES, INC.	NE05-366819	IDLERS	1,374.56	2 95126	1,374.56
43565	53625	NEBRASKA AIR FILTER, INC.	0377767-IN	FILTERS	995.60	1 61561	995.60
43566	54125	NEBRASKA MACHINERY CO.	CUI787154	BOOM LIFT RENTAL	835.24	2 25135	835.24
43567	54475	NEBR. PUBLIC HEALTH ENV. LAB	524580	WATER TESTING	179.00	1 35531	179.00
43568	56625	O'KEEFE ELEVATOR CO., INC.	00508280	ELEVATOR MAINTENANCE	218.48	2 25115	218.48

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From Check Date: 04/24/2020 - To Check Date: 05/04/2020

Check No	Supplier	Supplier Name	Invoice Number	Invoice Description	Invoice Amt	Charge Code	GL Amount
43569	56925	OMAHA VALVE & FITTING CO.	35508	BOILER PARTS	113.95	2 75125	113.95
			35509	BOILER PARTS	93.36	2 75125	93.36
			35510	BRANCH TEE	170.73	2 25125	170.73
					378.04		378.04
43570	57885	PAC-VAN INC	15491822	GUARD SHACK RENTAL	232.10	2 75115	232.10
43571	59125	PIONEER INDUSTRIAL CORP.	113889	INSPECTION OF STEAM VALVES	29,471.00	2 25135	700.00
				INSPECTION OF STEAM VALVES		2 25135	1,500.00
				INSPECTION OF STEAM VALVES		2 25135	27,271.00
					29,471.00		29,471.00
43572	59275	PIPING RESOURCES, INC.	0613510-IN	PRATT LUG	305.95	2 25135	305.95
			0613606-IN	FLANGES	695.04	2 25125	695.04
					1,000.99		1,000.99
43573	61325	PROTEX CENTRAL INC	114444	REPLACE HORN	157.70	1 61630	157.70
43574	63940	RICHWELD FABRICATION	1973	FABRICATE ALUMINUM PLATFORM	875.30	1 69330	875.30
43575	66275	SCHIMBERG CO.	2242697-00	GASKETS	115.84	2 75125	115.84
			2242882-00	GLOVE VALVE	116.32	2 75125	116.32
					232.16		232.16
43576	67325	SERVI-TECH, INC.	H-977741	WATER TESTING	211.20	1 35079	211.20
			H977675	WATER TESTING	45.12	1 30379	45.12
			H977689	WATER TESTING	75.12	1 30379	75.12
			H977692	WATER TESTING	96.96	1 35079	96.96
			H977710	WATER TESTING	45.12	1 30379	45.12
					473.52		473.52
43577	68045	SICK, INC	6000263423	REPAIR PROBES	2,770.34	2 25128	1,270.34
				REPAIR PROBES		2 25128	1,500.00
					2,770.34		2,770.34
43578	68675	SMITH FILTER CORP.	469279	FILTERS	607.08	2 25135	607.08
43579	68825	SNAP-ON INDUSTRIAL	43483348	WRENCHES	84.48	2 25064	84.48
43580	69968	SPRING FRESH CLEANING SERVIC	3514	JANITORIAL SERVICES	5,495.52	1 69330	1,500.00
				JANITORIAL SERVICES		1 69330	3,995.52
					5,495.52		5,495.52
43581	71425	SULLIVAN SHOEMAKER PC LLO	30196	LEGAL SERVICES	54.33	1 39230	54.33
43582	71470	SUNBELT RENTALS	99655475-0003	FORKLIFT RENTAL	1,002.21	2 25065	1,002.21
43583	71985	SYS-KOOL, LLC	P20-12546	REPAIR COOLING TOWER	32,961.07	2 25135	1,500.00
				REPAIR COOLING TOWER		2 25135	31,461.07
					32,961.07		32,961.07
43584	73175	TEST AMERICA INC.	3100028218	WATER TESTING	227.50	1 30360	227.50
43585	74915	TURBINE PROS	14314A	HAND FITTING PARTS	2,023.39	2 25135	523.39
				HAND FITTING PARTS		2 25135	1,500.00
			14315A	INSPECT CONTROL VALVES	85,750.00	2 25135	1,500.00
				INSPECT CONTROL VALVES		2 25135	84,250.00
			14328	HAND FITTING PARTS	2,665.29	2 25135	1,165.29
				HAND FITTING PARTS		2 25135	1,500.00
					90,438.68		90,438.68
43586	75375	U S A BLUE BOOK	209275	TEST STRIPS	71.26	1 35522	71.26
43587	76775	VAN KIRK BROTHERS CONTRACTI	WAMN-360-1	ASR WATERMAIN CONTRACT	572,732.62	1 30360	572,732.62
43588	77050	VERIZON WIRELESS	9853148679	CELL PHONE SERVICE	4,074.61	1 19210	354.26
				CELL PHONE SERVICE		1 39210	432.01
				CELL PHONE SERVICE		1 49210	28.07
						1 69210	1,260.19
						2 29210	1,676.16
						2 75065	323.92
					4,074.61		4,074.61
43589	77450	VIVIAL	00396222 042220	ADVERTISING	25.60	1 69210	25.60

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Check No	Supplier	Supplier Name	Invoice Number	Invoice Description	Invoice Amt	Charge Code	GL Amount
43590	77458	VIVID LEARNING SYSTEMS	INV32880	ONLINE SAFETY COURSE	23,625.00	1 69270	23,625.00
43591	79125	WELLS FARGO BANK NEBRASKA	20030001120	EBOX FEES	1,312.38	1 69030	1,312.38
43592	79225	WESCO ENVIRONMENTAL, INC.	WE4297	INSPECT & REPAIR PRECIPITATOR	92,000.00	2 25124	1,500.00
				INSPECT & REPAIR PRECIPITATOR		2 25124	90,500.00
					92,000.00		92,000.00
43593	79275	WESCO RECEIVABLES CORP	464496	POLY POLE LINE	121.98	2 21561	121.98
43594	80275	WOODWARD'S DISPOSAL SERVICE	8922-1817	GARBAGE DISPOSAL	340.50	1 69030	25.00
				GARBAGE DISPOSAL		1 69210	25.00
				GARBAGE DISPOSAL		1 69330	290.50
			8922-1818	GARBAGE DISPOSAL	1,282.50	1 45421	1,282.50
			8922-1819	GARBAGE DISPOSAL	437.33	2 75065	437.33
			8922-1820	GARBAGE DISPOSAL	145.00	1 61630	145.00
					2,205.33		2,205.33
43595	R5474	WILLIAM P GROUND	041720	CUST INCENT-SOIL MOISTURE SAM	50.00	1 35571	50.00
43596	R5475	WILLIAM M MCLEOD		CUST INCENT-SOIL SAMPLING	903.98	1 35571	903.98
43597	R5476	RLG INC		CUST INCENT-SOIL SAMPLING	764.48	1 35571	764.48
43598	R5477	ERIC C UDEN	042120	CUST INCENT-SOIL SAMPLING	200.00	1 35571	200.00
43599	R5478	CODY GILSDORF	02061272-34	CUSTOMER REFUND	3.75	1 61841	3.75
43600	R5479	PAIGE BUTTERFIELD	02080636-35	CUSTOMER REFUND	3.75	1 61841	3.75
43601	R5480	RONALD YOUNG	04161170-00	CUSTOMER REFUND	501.97	1 61841	501.97
			04161172-00	CUSTOMER REFUND	171.30	1 61841	171.30
					673.27		673.27
43602	R5481	GERALD KNAPP	05200665-00	CUSTOMER REFUND	102.94	1 61841	102.94
43603	R5482	ELIAS ESPARZA	06220320-06	CUSTOMER REFUND	3.75	1 61841	3.75
43604	R5483	PEARLISA MARTINEZ	07270100-09	CUSTOMER REFUND	1.77	1 61841	1.77
43605	R5484	JARAD WALKER JOHNSON	10381952-26	CUSTOMER REFUND	3.75	1 61841	3.75
43606	R5485	TABITHA BOTTOLFSON	10401242-16	CUSTOMER REFUND	3.75	1 61841	3.75
43607	R5486	TAYLAR HEINEMANN	10401252-15	CUSTOMER REFUND	3.75	1 61841	3.75
43608	R5487	ALEXANDER LEWIS	11410340-27	CUSTOMER REFUND	3.75	1 61841	3.75
43609	R5488	PAMELA THOMPSON	12460710-06	CUSTOMER REFUND	3.75	1 61841	3.75
43610	R5489	DYLAN FREEBURG	13510880-03	CUSTOMER REFUND	3.75	1 61841	3.75
43611	R5490	TONY TRUONG	16631485-20	CUSTOMER REFUND	3.75	1 61841	3.75
43612	R5491	NICHOLAS DEAL	17662012-11	CUSTOMER REFUND	58.13	1 61841	58.13
43613	R5492	JESSE LAWHEAD	17662024-29	CUSTOMER REFUND	3.75	1 61841	3.75
43614	R5493	KATHRYN DART	20750087-21	CUSTOMER REFUND	170.00	1 61841	170.00
43615	R5494	TMS INVESTMENTS	20775910-08	CUSTOMER REFUND	31.42	1 61841	31.42

Check Report Total 2,026,632.92

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Check No	Supplier	Supplier Name	Invoice Number	Invoice Description	Invoice Amt	Charge Code	GL Amount
603408	07220	B P ENERGY	21060986	GAS PURCHASES	74,584.49	1 62321	74,584.49
603409	45205	M & T BANK-457	050120	EMPLOYEE DEFERRED COMP	335.00	1 62417	335.00
603417	75415	U S BANK	5900 0559 1256 04	DIGIORGIO'S-CLOTH FACE MASKS	4,574.26	1 69212	4,574.26
			5900 0559 1256 04	BLUE RIVER-SANITIZER BOTTLES	175.50	1 69212	175.50
			5902 0023 6525 04	TEXTMAGIC-TEXT REMINDERS	50.00	1 69030	50.00
			5903 0011 5017 04	NMPP-REFUND CONFERENCE REGI	(320.00)	1 69220	(320.00)
			5903 0011 5017 04	BENTLEY SYST-ADV WTR DIST BOC	87.74	1 69180	87.74
			5903 0011 5017 04	LOGMEIN-GO TO MTG ACCT	211.06	1 69212	211.06
			5903 0011 5017 04	LOGMEIN-GO TO MTG ACCT	211.06	1 69212	211.06
			5904 0021 7085 04	HAMPTON INN-HOTEL NEWRA CON	121.07	1 39220	121.07
			5904 0021 7085 04	HAMPTON INN-HOTEL NEWRA CON	121.07	1 39220	121.07
			5904 0021 7085 04	ZORO.COM-WARDROBE LOCKERS	664.03	1 61630	664.03
			5907 0021 0046 04	NE FIRE MSHL-GAS METER ASSES	2,229.98	1 19300	2,229.98
			5907 0021 0046 04	KELLY SPLY-FITTINGS	1.03	1 61843	1.03
			5907 0021 0046 04	MENARDS-FITTINGS	16.67	1 61843	16.67
			5907 0021 0046 04	MENARDS-PWR CORDS, RAZORBLA	20.30	1 15750	20.30
			5907 0021 0046 04	MENARDS-POWER CORD	92.01	1 15750	92.01
			5907 0021 0046 04	KULLY-SAFETY TREAD PLATE	26.99	1 15750	26.99
			5907 0021 0046 04	MENARDS-PAINT	14.39	1 15750	14.39
			5908 0020 8874 04	JIMMYJOHNS-MEAL BORING CREW	43.01	2 20104	43.01
			5908 0020 8874 04	MENARDS-TOILET SEAT, PLUNGER	24.47	1 15461	24.47
			5908 0020 8874 04	JIMMYJOHNS-MEAL BORING CREW	60.22	2 20104	60.22
			5908 0020 8874 04	JIMMYJOHNS-MEAL BORING CREW	8.60	2 20104	8.60
			5908 0020 8874 04	CHRISTENSON CLEAN-WAX FLOOR	171.20	1 15461	171.20
			5908 0020 8874 04	KULLY-PLUMBING FITTINGS	12.22	1 15460	12.22
			5908 0020 8874 04	MENARDS-TABLE	44.93	1 15461	44.93
			5908 0020 8874 04	PREMIERSTOP-DRINKS BORING CR	15.67	2 20104	15.67
			5908 0020 8874 04	QUIZNOS-MEAL BORING CREW	103.58	2 20104	103.58
			5908 0020 8874 04	KELLY SPLY-ADAPTERS, CLAMPS	15.24	1 15750	15.24
			5909 0020 7750 04	BIG G-TOOL HANDLE	11.88	2 25820	11.88
			5910 0226 2511 04	FASTENAL-BATTERIES, CHARGER	149.00	1 45450	149.00
			5910 0226 2511 04	NAPA-V-BELTS	19.72	1 45451	19.72
			5910 0226 2511 04	AUTO VALUE-AIRLINE COUPLINGS	108.97	1 45450	108.97
			5910 0226 2511 04	MENARDS-SOCKET TRAYS	41.35	1 45430	41.35
			5910 0226 2511 04	MENARDS-PVC JOINTS, SCAFFOLD	258.74	1 45450	258.74
			5910 0226 2511 04	MENARDS-SHOP VAC, FILTERS	84.56	1 45430	84.56
			5910 0226 2511 04	BOSSELMAN ENERGY-OIL	468.91	1 45460	468.91
			5910 0226 2511 04	AMAZON-REPLACEMENT MOTOR	68.27	1 45450	68.27
			5910 0226 2511 04	MENARDS-LIGHT SWITCHES, COVE	107.53	1 45450	107.53
			5910 0226 2511 04	ECHO-LED WALLPACK LIGHTS	130.00	1 45450	130.00
			5910 0226 2511 04	MENARDS-TRASH BAGS	28.66	1 45430	28.66
			5910 0226 2511 04	MENARDS-CONCRETE, SCREWS, F	54.81	1 45470	54.81
			5910 0226 2511 04	KULLY-PLUG TYPE LID	17.09	1 45470	17.09
			5920 0020 5411 04	CRNHSKR CLEAN-NOZZLE, FITTING	118.52	2 25820	118.52
			5920 0020 5411 04	MENARDS-MICROWAVE, SUPPLIES	247.76	2 29212	247.76
			5922 0020 3174 04	PAULEY LUMB-LUMBER	241.54	1 35522	241.54
			5922 0020 3174 04	ALLENS-ALOE VERA GEL	12.39	1 35522	12.39
			5922 0020 3174 04	NAPA-TANK HEATER	111.03	1 45021	111.03
			5922 0020 3174 04	WALMART-PRINTER INK	115.21	1 35522	115.21
			5922 0020 3174 04	NAPA-BATTERIES	154.45	1 35072	154.45
			5922 0020 3174 04	GRACE'S LOCK-REKEY DOORS	90.00	1 35052	90.00
			5922 0020 3174 04	TITAN MACH-PUMP	39.04	1 35522	39.04
			5922 0020 3174 04	NAPA-SNAP RING PLIERS	40.66	1 35522	40.66
			5922 0020 3174 04	MUNICIPAL SPLY-FLANGE REDUCEI	83.46	1 35072	83.46
			5922 0020 3174 04	KULLY-READY ROD	42.30	1 35072	42.30
			5925 0020 0557 04	WALMART-DRAINERS, SHT PROTEC	31.64	1 49212	31.64
			5925 0020 0557 04	BIG G-CLEANING SUPPLIES	70.34	1 49212	70.34
			5925 0020 0557 04	MENARDS-CLEANING SUPPLIES	83.86	1 49212	83.86
			5925 0020 0557 04	WALMART-CLEANING SUPPLIES	17.70	1 49212	17.70
			5925 0020 0557 04	KULLY-PVC PARTS	73.63	1 45450	73.63
			5925 0020 0557 04	CONNEY SAFETY-GLOVES, COVERI	287.81	1 45450	287.81
			5925 0020 0557 04	MENARDS-TOILET PARTS	13.48	1 45450	13.48
			5925 0020 0557 04	KULLY-PIPE	18.06	1 45460	18.06
			5925 0020 0557 04	FASTENAL-COND HANGERS	13.78	1 45450	13.78
			5925 0020 0557 04	WALMART-FLASH DRIVE	11.78	1 45450	11.78
			5925 0020 0557 04	KULLY-RUBBER COUPLING	14.01	1 45450	14.01
			5925 0020 0557 04	NUTRIEN AG-NOZZLE BODIES	18.18	1 45470	18.18
			5926 0019 9832 04	KEITH'S PHARM-HAND SANITIZER	5.13	1 69212	5.13
			5926 0019 9832 04	WALMART-HAND SOAP	31.62	1 69212	31.62
			5926 0019 9832 04	MENARDS-SCREWDRIVER SETS	53.44	2 25820	53.44
			5926 0019 9832 04	BIG RACK SHACK-RACKING/WAREH	1,123.50	1 69212	1,123.50
			5926 0019 9832 04	PLATTEVALLEY-PWR SPLY, ANTENI	289.27	2 29212	289.27
			5926 0019 9832 04	MENARDS-WIRELESS ENTRY ALAR	37.44	1 69212	37.44

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			5926 0019 9832 04	MENARDS-WIRE TERMINALS, FUSE	23.59	1 30366	23.59
			5927 0019 9153 04	EBAY-BREAKER COUNTER	26.75	2 75705	26.75
			5927 0019 9153 04	MENARDS-REDUCER BUSHING	4.11	2 20007	4.11
			5927 0019 9153 04	EBAY-DRIVE THRU INTERCOM	82.28	1 69212	82.28
			5927 0019 9153 04	MENARDS-CAT5 CABLE	63.13	1 19212	63.13
			5927 0019 9153 04	DWA HAMMOND-DESSICCANT	126.48	2 25700	126.48
			5927 0019 9153 04	OVERHEAD DOOR-DOOR OPENER	50.25	1 69330	50.25
			5927 0019 9153 04	DUTTON-ELECTRICAL PARTS	117.26	2 29212	117.26
			5928 0019 8444 04	DUTTON-DIMMER, BUSHING	113.87	1 30366	26.92
						1 69330	86.95
			5928 0019 8444 04	MENARDS-ELECT PARTS	14.06	1 69330	14.06
			5928 0019 8444 04	AMAZON-NUL MODEM CABLE	40.48	1 30366	40.48
			5928 0019 8444 04	AMAZON-SERIAL CABLE	33.94	1 30366	33.94
			5928 0019 8444 04	AMAZON-NUL MODEM ADAPTER	13.89	1 30366	13.89
			5928 0019 8444 04	AMAZON-POWER SUPPLY	87.13	1 30366	87.13
			5928 0019 8444 04	BIG G-FASTENERS, KEYS	76.29	1 69330	71.18
						2 29212	5.11
			5928 0019 8444 04	DUTTON-HEATER ELEMENT	9.15	2 29212	9.15
			5928 0019 8444 04	MENARDS-DOOR LOCK	127.33	2 29212	127.33
			5928 0019 8444 04	NEWARK-PANEL METERS	878.81	1 35052	878.81
			5928 0019 8444 04	MENARDS-WATER	15.60	2 29212	15.60
			5928 0019 8444 04	COMPUTER HARDWARE-UPS	497.55	2 29212	497.55
			5928 0019 8444 04	MENARDS-ELECT. PARTS	192.31	2 29212	192.31
			5928 0019 8444 04	AMAZON-UPS	555.33	2 75705	555.33
			5928 0019 8444 04	MENARDS-ELECT PARTS	144.34	1 30366	106.91
						2 29212	37.43
			5928 0019 8444 04	MENARDS-ELECT PARTS	42.44	1 69330	42.44
			5929 0019 7890 04	NAPA-FILTERS	31.52	1 61845	31.52
			5929 0019 7890 04	NAPA-FILTERS	7.89	1 61842	7.89
			5929 0019 7890 04	ALTEC-HANDLE COVERS, ROPE, M/	372.01	2 21844	372.01
			5929 0019 7890 04	HAST FORD-SEAT BELT PRETENSIC	351.94	1 61842	351.94
			5929 0019 7890 04	NAPA-MUD FLAP	7.74	1 61842	7.74
			5929 0019 7890 04	HAST OTDR PWR-AIR FILTER	19.78	2 25820	19.78
			5929 0019 7890 04	NAPA-FILTERS	239.65	1 61845	239.65
			5929 0019 7890 04	PAVELKA TRK-HINGES	90.01	1 61845	90.01
			5929 0019 7890 04	PAVELKA TRK-HINGES	90.01	1 61845	90.01
			5929 0019 7890 04	NAPA-FILTERS	130.01	1 61842	4.22
						1 61845	98.54
						1 61847	27.25
			5929 0019 7890 04	FRIEND EQUIP-SWITCH	21.56	1 61845	21.56
			5929 0019 7890 04	FRIEND EQUIP-PLOW KICKSTANDS	50.82	1 61845	50.82
			5929 0019 7890 04	ALTEC-ERGONOMIC MAT	139.68	2 21844	139.68
			5929 0019 7890 04	AUTO VALUE-BRAKE CLEANER	34.54	1 61847	34.54
			5929 0019 7890 04	LANDMARK-OIL, FILTER	55.58	1 69330	55.58
			5929 0019 7890 04	NAPA-FILTERS	36.57	1 61842	3.95
						1 69330	32.62
			5929 0019 7890 04	NAPA-FILTERS	10.56	1 69330	10.56
			5929 0019 7890 04	NAPA-FILTERS	24.30	1 61847	24.30
			5929 0019 7890 04	NAPA-FILTERS, SOCKETS	170.22	1 61847	170.22
			5929 0019 7890 04	NAPA-HOSE	13.86	1 61843	13.86
			5929 0019 7890 04	NAPA-FILTERS	262.97	2 21844	262.97
			5929 0019 7890 04	DITCH WITCH-TRANSMITTER	360.23	1 61843	360.23
			5929 0019 7890 04	NAPA-SPARK PLUGS	16.90	1 69330	16.90
			5929 0019 7890 04	NAPA-SPARK PLUGS	11.38	1 69330	11.38
			5929 0019 7890 04	NAPA-BLOWER MOTOR RES, FILTEI	90.43	1 61842	24.09
						2 21844	66.34
			5929 0019 7890 04	NAPA-SWITCH	25.70	1 61842	25.70
			5929 0019 7890 04	NAPA-TERMINAL, RADIO TOOL	12.32	1 61847	12.32
			5929 0019 7890 04	AIR GAS-SAFETY GLASSES	11.24	1 69270	11.24
			5929 0019 7890 04	ALTEC-DOOR LATCH, STRIKER	127.71	2 21844	127.71
			5929 0019 7890 04	AUTOVALUE-CARB CLEAN, VAC CAI	45.89	1 61847	45.89
			5929 0019 7890 04	NAPA-GEAR LUBE ADDITIVE	20.85	1 61847	20.85
			5929 0019 7890 04	NAPA-FILTER, BOOTS, CLAMP TOOL	80.40	1 61847	80.40
			5929 0019 7890 04	HAST OTDR PWR-STARTER ROPE	21.39	1 35522	21.39
			5930 0019 7244 04	SHERWIN WILLIAMS-PAINT	86.38	1 69330	86.38
			5930 0019 7244 04	MENARDS-SHELF BRACKETS	10.68	1 69330	10.68
			5930 0019 7244 04	GRACE'S LOCK-FILE CABINET KEYS	15.00	1 69330	15.00
			5930 0019 7244 04	BUSINESS WORLD-WHITE BOARD	385.19	1 69330	385.19
			5930 0019 7244 04	EAKES-DRY ERASER, MARKERS	25.64	1 69330	25.64
			5930 0019 7244 04	RUTT'S HTG-SERVICE CALLS	280.00	1 69330	80.00
						2 25110	200.00
			5930 0019 7244 04	MENARDS-FILTERS	200.72	1 69212	200.72
			5930 0019 7244 04	MENARDS-MASKING TAPE	22.40	1 69212	22.40
			5930 0019 7244 04	MENARDS-JACKS, LUMBER	175.41	1 69212	175.41
			5930 0019 7244 04	MENARDS-LAG SCREWS	7.04	1 69212	7.04
			5930 0019 7244 04	MENARDS-SUPPORTS, LUMBER	466.13	1 69212	466.13

Distribution Register by Check



ACH PAYMENTS

Printed: 5/1/2020 10:47

From Check Date: 05/04/2020 - To Check Date: 05/04/2020

Check No	Supplier	Supplier Name	Invoice Number	Invoice Description	Invoice Amt	Charge Code	GL Amount
			5930 0019 7244 04	MENARDS-RETURN JACKS, LUMBER	(175.41)	1 69212	(175.41)
			5930 0019 7244 04	MENARDS-LAG SCREWS, WASHERS	13.25	1 69212	13.25
			5930 0019 7244 04	BIG G-CORNER BRACES	57.37	1 69212	57.37
			5930 0019 7244 04	MENARDS-SHADE	62.05	1 69212	62.05
			5930 0019 7244 04	BIG G-RETURN CORNER BRACES	(57.37)	1 69212	(57.37)
			5930 0019 7244 04	MENARDS-FILTERS, GATE HINGE	153.50	1 69330	153.50
			5930 0019 7244 04	BIG G-FILTERS	389.78	1 69212	389.78
			5930 0019 7244 04	BIG G-RETURN FILTERS	(128.21)	1 69212	(128.21)
			5930 0019 7244 04	MENARDS-FILTERS	91.04	1 69212	91.04
			5930 0019 7244 04	HAST MOTORSALSALES-BULBS	5.21	1 69330	5.21
			5930 0019 7244 04	MENARDS-BULBS	59.85	1 69330	59.85
			5930 0019 7244 04	MENARDS-BATTERIES	12.85	1 69330	12.85
			5930 0019 7244 04	MENARDS-FILTERS, BLANK PLATES	21.52	1 69330	21.52
			5930 0019 7244 04	MENARDS-SLOAN VALVE	127.33	1 69330	127.33
			5931 0019 6724 04	MSC-URINAL SCREENS	102.29	2 75065	102.29
			5931 0019 6724 04	DUTTON-SEALTITE CONNECTORS	132.06	2 75115	132.06
			5931 0019 6724 04	AMAZON-FRAME RACK	288.17	2 25037	288.17
			5931 0019 6724 04	AMAZON-TELEHANDLER BULB	44.88	2 75065	44.88
			5931 0019 6724 04	AMAZON-ELECTRICAL RECEPTACLE	66.24	2 29213	66.24
			5931 0019 6724 04	MCMMASTER-BEARING TUBE	143.53	2 25124	143.53
			5931 0019 6724 04	MCMMASTER-BEARING TUBE	425.15	2 25124	425.15
			5931 0019 6724 04	BIG G-SOAP, TABLE	54.68	2 75065	54.68
			5931 0019 6724 04	WALMART-SPRAY BOTTLES	7.36	2 29213	7.36
			5931 0019 6724 04	DOLLAR TREE-SPRAY BOTTLES	4.28	2 29213	4.28
			5931 0019 6724 04	AMAZON-SCREWDROVERS	51.07	2 25064	51.07
			5931 0019 6724 04	AMAZON-AIR BLOWERS	363.08	2 25064	363.08
			5931 0019 6724 04	AMAZON-ELECTRICAL RECEPTACLE	20.30	2 29213	20.30
			5931 0019 6724 04	AMAZON-ELECTRICAL RECEPTACLE	27.78	2 29213	27.78
			5931 0019 6724 04	MSC-HOLD DOWN CLAMPS	62.08	2 95146	62.08
			5931 0019 6724 04	MSC-PAPERTOWEL DISPENSER	56.15	2 25065	56.15
			5931 0019 6724 04	BEST BUY-MICROPHONE	64.17	2 75065	64.17
			5931 0019 6724 04	NUTRIEN AG-PROPANE	83.56	2 75065	83.56
			5932 0019 6038 04	EAKES-ORGANIZER, TRAY	22.02	2 75065	22.02
			5932 0019 6038 04	FASTENAL-BOLTS	30.60	2 75065	30.60
			5932 0019 6038 04	BIG G-SHOP VAC BAGS, PENCILS	20.40	2 75065	20.40
			5932 0019 6038 04	LINWELD-SAFETY GLASSES	30.48	2 79275	30.48
			5932 0019 6038 04	DUTTON-ELECTRICAL FITTINGS	37.10	2 75115	37.10
			5932 0019 6038 04	BIG G-EPOXIES	32.91	2 75065	32.91
			5932 0019 6038 04	AIRGAS-RESPIRATOR FILTERS	1,067.92	2 79275	1,067.92
			5932 0019 6038 04	CENT NE BOBCAT-BACKUP ALARM	74.51	2 75065	74.51
			5932 0019 6038 04	BIG G-DENATURED ALCOHOL	83.24	2 75065	83.24
			5932 0019 6038 04	DUTTON-REDUCING WASHER, LAM	307.47	2 85115	307.47
			5932 0019 6038 04	FASTENAL-BOLTS	5.51	2 25125	5.51
			5932 0019 6038 04	EAKES-CLIPBOARDS, PRINTER TAP	102.33	2 75065	102.33
			5932 0019 6038 04	WALMART-COTS	1,707.72	2 29213	1,707.72
			5932 0019 6038 04	AIRGAS-HARD HAT SWEAT BANDS	29.90	2 75065	29.90
			5932 0019 6038 04	NAPA-BRAKECLEAN, STARTER	199.28	1 61842	107.22
						2 75065	92.06
			5932 0019 6038 04	KULLY-FLAT ALUMINUM	36.95	2 85125	36.95
			5932 0019 6038 04	FASTENAL-BOLTS	115.67	2 75125	115.67
			5932 0019 6038 04	WALMART-COTS	123.94	2 29213	123.94
			5932 0019 6038 04	BIG G-FOAM, SHOP VAC FILTERS	47.35	2 75065	47.35
			5932 0019 6038 04	NAPA-WIPER BLADE, FILTER, PIN,	56.89	2 25064	19.16
						2 95065	3.82
						2 95146	33.91
			5932 0019 6038 04	NUTRIEN AG-PROPANE	27.22	2 75065	27.22
			5932 0019 6038 04	NAPA-BATTERIES, HOSE	298.84	2 85126	298.84
			5932 0019 6038 04	KULLY-ELBOWS, GLUE, PRIMER	21.39	2 95115	21.39
			5932 0019 6038 04	KELLY-HOSE CLAMPS	28.83	2 85126	28.83
			5932 0019 6038 04	KELLY-ANTISEIZE, THREAD SEALANT	203.76	2 75065	203.76
			5932 0019 6038 04	BIG G-ALLEN WRENCH, BRUSH WHI	40.52	2 25064	40.52
			5932 0019 6038 04	NAPA-DOZER FILTERS	261.99	2 95146	261.99
			5932 0019 6038 04	NAPA-SPARKPLUGS	5.00	2 95065	5.00
			5932 0019 6038 04	FASTENAL-NUTS, BOLTS	229.50	2 75125	229.50
			5932 0019 6038 04	AIRGAS-RESPIRATOR VALVES	28.03	2 79275	28.03
			5932 0019 6038 04	BIG G-VAC FILTERS, DEGREASER	62.51	2 75065	62.51
			5932 0019 6038 04	GRACE'S LOCKSMITH-KEYS	6.42	2 95065	6.42
			5932 0019 6038 04	KELLY-LAY FLAT HOSE	101.86	2 95065	101.86
			5932 0019 6038 04	DUTTON-FLOURESCENT LAMP PLU	117.70	2 75115	117.70
			5932 0019 6038 04	DUTTON-CORE DAMPER FITTINGS	239.99	2 85125	239.99
			5932 0019 6038 04	MENARDS-LAUNDRY SOAP, CLEANI	73.01	2 95065	73.01
			5932 0019 6038 04	AIRGAS-RESPIRATOR VALVES	28.03	2 79275	28.03
			5932 0019 6038 04	NAPA-FILTER STRAP, DEGREASER	40.63	2 95065	40.63
			5932 0019 6038 04	FASTENAL-KENWORTH TRK EYE BC	7.56	2 85126	7.56
			5932 0019 6038 04	KELLY SPLY-PIPE FITTINGS	827.22	2 75125	827.22
			5932 0019 6038 04	EAKES-PRINTER CARTRIDGE TAPE	53.03	2 75065	53.03

Distribution Register by Check



ACH PAYMENTS

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From Check Date: 05/04/2020 - To Check Date: 05/04/2020

Check No	Supplier	Supplier Name	Invoice Number	Invoice Description	Invoice Amt	Charge Code	GL Amount
			5932 0019 6038 04	SHOPVAC STORE-SHOPVAC MOTO	65.59	2 25064	65.59
			5932 0019 6038 04	FASTENAL-SHACKLES	98.79	2 25064	98.79
			5932 0019 6038 04	KELLY SPLY-SUMP PUMP, BUSHING	413.20	2 95065	413.20
			5932 0019 6038 04	BIG G-TOOLS, VAC BAGS, CLEANER	124.39	2 25064	75.66
						2 75065	48.73
			5932 0019 6038 04	AIRGAS-PLASMA CUTTER CONSUM	153.72	2 75065	153.72
			5932 0019 6038 04	JOHN SAKASH CO-SLINGS	515.93	2 25064	515.93
			5932 0019 6038 04	NAPA-RATCHET, FILTERS, LUBRICA	261.01	2 25064	44.93
						2 25125	96.28
						2 95146	119.80
			5932 0019 6038 04	LINWELD-BANDSAW BLADES	113.25	2 75065	113.25
			5932 0019 6038 04	AIRGAS-HELMET BATTERIES	20.76	2 75065	20.76
			5932 0019 6038 04	NAPA-BRAKECLEAN	214.81	2 75065	214.81
			5932 0019 6038 04	BIG G-VAC FILTERS, BAGS, SOAP	73.96	2 75065	73.96
			5932 0019 6038 04	KELLY SPLY-O-RINGS	9.14	2 25125	9.14
			5932 0019 6038 04	FASTENAL-SHCS FOR BFP	83.33	2 25125	83.33
			5932 0019 6038 04	HATTEN-CAPACITORS	30.05	2 75065	30.05
			5932 0019 6038 04	BIG G-PAPER TOWELS	17.11	2 75065	17.11
			5932 0019 6038 04	FASTENAL-KEYSTOCK, CAUTION T/	14.61	2 75065	14.61
			5932 0019 6038 04	FASTENAL-DIE GRIND CUTTER, TAF	34.38	2 25064	34.38
			5933 0019 5500 04	ETOLL BUDGET-TOLL FEE	7.45	2 79225	7.45
			5933 0019 5500 04	ETOLL BUDGET-TOLL FEE	7.45	2 79225	7.45
			5934 0019 5103 04	WALMART-AIR PURIFIERS	415.10	2 29212	415.10
			5934 0019 5103 04	WALMART-COMPUTER MONITOR AI	144.15	2 29212	144.15
			5934 0019 5103 04	WIRELESSWORLD-CHARGING COR	42.79	2 29212	42.79
			5934 0019 5103 04	BIG G-DOOR HINGES	86.97	2 25110	86.97
			5934 0019 5103 04	MENARDS-RANGE, REFRIDGERATC	981.19	2 29212	981.19
			5934 0019 5103 04	MENARDS-BLINDS	135.32	2 29212	135.32
			5934 0019 5103 04	BIG G-RANGE WIRING, CLEANING S	88.80	2 29212	88.80
			5934 0019 5103 04	MENARDS-DISINFECTANT	17.66	2 25480	17.66
			5934 0019 5103 04	RUSS'S-THERMOMETER	6.96	2 29212	6.96
			5934 0019 5103 04	RUSS'S-THERMOMETER & COVERS	9.38	2 29212	9.38
					35,485.51		35,485.51
603418	76025	UNITED PARCEL SERVICE	00006838E9160	DELIVERY SERVICE	99.94	1 15750	12.98
						1 35531	38.13
						1 61630	31.00
						2 25125	7.14
						2 25600	10.69
			00006838E9170	DELIVERY SERVICE	1,544.48	1 30360	689.05
						1 61630	15.50
						1 69180	10.48
						2 25125	829.45
					1,644.42		1,644.42
603419	79325	WESTERN AREA POWER ADMIN.	BFPB000950320	POWER PURCHASES	75,692.82	2 22322	75,692.82
603420	30575	GREAT WEST LIFE	050120	PENSION DEPOSIT	83,503.40	1 62415	83,503.40
			050120-1	EMPLOYEE DEFERRED COMP	7,296.38	1 62417	7,296.38
			050120-2	ROTH CONTRIBUTIONS	12,131.09	1 62417	12,131.09
					102,930.87		102,930.87
603421	34375	HERITAGE BANK	043020	INTERNET FEES	15.00	1 69210	15.00
603422	53775	NEBRASKA CHILD SUPPORT	050120	REMIT CHILD SUPPORT	3,029.84	1 62410	3,029.84
603423	76225	UNITED STATES TREASURY		FIT & FICA WITHHOLDING	155,982.31	1 62411	67,513.69
						1 62413	88,468.62
					155,982.31		155,982.31
Checks & ACH Payments					2,476,333.18		
Less Discounts					(1,081.51)		
Less Voided Checks					(45.00)		
Grand Total					<u>2,475,206.67</u>		
Combined					1,738,010.51		
Electric					737,196.16		
Grand Total					2,475,206.67		



February 2020 Summary Report:

- February 4th, administration from the Hastings Police Department, Hastings Fire & Rescue and the City of Hastings Information Technology Department attended a “kick-off” phone conference with Global Public Safety. This was the first step in the process of implementing a new CAD (computer aided dispatching) and RMS (records management system).
- February 5th, Chief Adam Story attended the Hastings Area Chamber of Commerce Annual Meeting and Awards Banquet with other city officials.
- February 11th and 18th, all sworn staff attended in-service training at HPD. The Nebraska Attorney General’s Office and Coordinator of the Nebraska Human Trafficking Task Force provided training. Sgt. Hinrichs conducted annual taser training. City Administrator Dave Ptak, Human Resources Director Lori Hartman and Information Technology Director Kevin Schawang discuss the employee handbook.



- February 13th and 14th, Captain Mike Doremus, Director of Communications Julie Hallett and Administrative Assistant Shari Bullard completed a basic and advanced Microsoft Excel course at Central Community College in Hastings.
- February 19th, Officer Bradley Cunningham and Officer Ethan Sharman attended a career fair at Midland University in Fremont, NE.



- February 19, interviews were conducted for two vacant Drug Task Force Detective positions. Officer Cale Neelly and Officer Sabra Ditter were selected to fill these roles. Their new assignments will begin in the future.
- February 20th, the Tactical Response Team completed a 10-hour training session. The team focused on scenarios incorporating less-lethal equipment.
- February 22nd, Officer Bradly Cunningham, Dispatcher Jennica Polhmeier and Dispatcher Lisa Wheeler attended a Safety Fair at the Hastings Public Library. These employees hosted a booth for the Hastings Police Department and 911 Center where the public was able to receive safety advice, ask questions about our organization and receive handouts.



- February 23rd through February 28th, Captain Mike Doremus and Sergeant Mark Hinrichs attended a 40-hour course on Peer Support and Critical Incident Debriefing in Topeka, KS.
- February 27th, Officer Sara Mann and Officer Jenna Thayer attended Career Day at the Hastings Senior High School. This event was hosted by the Hastings Economic Development Corporation.

Use of Force Incidents:

- February 13th, officers responded to a domestic violence call. During the investigation, both responding officers were physically assaulted by a male suspect. Officers were able to subdue the subject using hands-on techniques and ultimately were able to place him under arrest. Both officers and the suspect received minor injuries.
- February 20th, officers were on a call for service where a male subject had an active arrest warrant. During the investigation, the male barricaded himself inside his residence and refused to comply with officers. Officers were eventually able to make entry into the residence to arrest the male. The male again refused to comply with commands and actively resisted officers by pushing and shoving in an attempt to get away. A Taser was deployed, and the male was taken into custody. The suspect received minor injury from the Taser and the officers were uninjured.

Complaints:

- February 4th, an internal complaint alleged that a dispatcher was incompetent, inefficient, inattentive or derelict in their duties. This complaint was sustained.
- February 4th, an internal complaint alleged that a dispatcher violated department rules and regulations. This complaint was sustained.
- February 15th, an officer was involved in a motor vehicle crash with a patrol car. This crash was reviewed internally and the officer was found not at fault.

- February 22nd, an internal complaint alleged an officer was tardy reporting for duty. This complaint was sustained.
- February 24th, an internal complaint alleged a dispatcher was incompetent, inefficient, inattentive or derelict in their duties. This complaint was sustained.
- February 25th, an external complaint alleged two officers used excessive force. This complaint was exonerated.

FEBRUARY 2020 STATISTICS:

	2020	2019	Year to Date		Percent
			Totals		
			YTD 2020	YTD 2019	
	Feb	Feb			+/-
Police					
Total Calls for Service	2039	1727	4015	3444	16.6%
Incident Reports	301	315	609	642	-5.1%
Traffic Accidents	56	69	123	130	-5.4%
Traffic Stops	595	647	1215	1388	-12.5%
Part I Crimes	77	97	167	185	-9.7%
Complaints Against Employee	3	3	6	7	-14.3%
Use of Force Incidents	2	3	2	3	-33.3%
Community Service Officers				0	
Animal Calls	139	138	244	244	0.0%
Animals Impounded	31	21	56	52	7.7%
Code Enforcement	28	41	82	56	46.4%
Complaints Against Employee	0	0	0	0	0
Communication Center				0	
911 Calls	831	704	1699	1550	9.6%
All Other Calls	4771	4914	9776	9797	-0.2%
Complaints Against Employee	3	0	6	2	200.0%

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

CLASSIFICATION OF OFFENSES		REPORTED OFFENSES	UNFOUNDED OFFENSES	ACTUAL OFFENSES	TOTAL CLEARED	CLEARED JUVENILE
A. MURDER/NON-NEGLIGENT MANSLAUGHTER	11	0	0	0	0	0
B. MANSLAUGHTER BY NEGLIGENCE	12	0	0	0	0	0
2. FORCIBLE RAPE	TOTAL	20	1	0	1	0
A. RAPE BY FORCE	21	1	0	1	0	0
B. ATTEMPTED RAPE	22	0	0	0	0	0
3. ROBBERY	TOTAL	30	2	0	2	0
A. FIREARM	31	0	0	0	0	0
B. KNIFE OR CUTTING INSTRUMENT	32	1	0	1	0	0
C. OTHER DANGEROUS WEAPON	33	1	0	1	0	0
D. STRONG-ARM (HANDS,FIST,FEET,ETC)	34	0	0	0	0	0
4. ASSAULT	TOTAL	40	38	1	37	26
A. FIREARM	41	0	0	0	0	0
B. KNIFE OR CUTTING INSTRUMENT	42	0	0	0	0	0
C. OTHER DANGEROUS WEAPON	43	1	0	1	1	0
D. HANDS,FIST,FEET,ETC.-AGGRAVATED	44	1	0	1	1	0
E. OTHER ASSAULTS - SIMPLE	45	36	1	35	24	0
5. BURGLARY	TOTAL	50	3	0	3	0
A. FORCIBLE ENTRY	51	0	0	0	0	0
B. UNLAWFUL ENTRY - NOFORCE	52	3	0	3	0	0
C. ATTEMPTED FORCIBLE ENTRY	53	0	0	0	0	0
6. LARCENY-THEFT	TOTAL	60	33	0	33	10
7. MOTOR VEHICLE THEFT	TOTAL	70	0	0	0	0
A. AUTO	71	0	0	0	0	0
B. TRUCKS & BUSES	72	0	0	0	0	0
C. OTHER VEHICLES	73	0	0	0	0	0
GRAND TOTAL	77	77	1	76	36	0

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

DATE: 03/09/2020
REPORT PERIOD: 02/01/2020 TO 02/29/2020
ORI:

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



March 2020 Summary Report:

- March 9th, Community Service Officer Mary Morse was recognized for 35 years of service at the Hastings City Council Meeting. Community Service Officer Judy Glantz was recognized for 40 years of service. Glantz's family planned a small surprise gathering at HPD to celebrate her accomplishment on March 12th in our training room. Both Morse and Glantz were featured on KSNB Local4 "A Day in the Life" about their responsibilities and the changes they've seen over the years they have served the City of Hastings.



- March 10th and March 17th, all sworn staff of the police department attended an 8-hour in-service defensive tactics training session.
- March 16th through March 20th Sergeant Josh Fink, Detective Travis Beahm and Detective Josh Onken attended a Basic Crime Scene course at the Nebraska Law Enforcement Training Center.
- March 24th, the Tactical Response Team completed an 8-hour in-service training at Greenlief Training Site. The team completed a full-scale search warrant exercise.
- Due to the COVID-19 pandemic, there were several cancellations of training opportunities, community events and school events which were scheduled.

Use of Force Incidents:

- There were no use of force incidents during the month of March.

Complaints:

- March 11th, an officer was involved in a motor vehicle crash with a department vehicle. This crash is being internally reviewed.
- March 28th, an internal complaint alleged an officer failed to secure or document evidence. This complaint was sustained.

MARCH 2020 STATISTICS

	2020 Mar	2019 Mar	<u>Year to Date Totals</u>		<u>Percent</u>
			YTD 2020	YTD 2019	+/-
Police					
Total Calls for Service	2024	1795	6039	5239	15.3%
Incident Reports	325	279	934	921	1.4%
Traffic Accidents	42	58	165	188	-12.2%
Traffic Stops	732	677	1947	2065	-5.7%
Part I Crimes	74	81	241	266	-9.4%
Complaints Against Employee	2	5	8	12	-33.3%
Use of Force Incidents	0	2	2	5	-60.0%
Community Service Officers					
Animal Calls	148	172	392	416	-5.8%
Animals Impounded	45	38	101	90	12.2%
Code Enforcement	31	31	113	87	29.9%
Complaints Against Employee	0	0	0	0	0.0%
Communication Center					
911 Calls	914	971	2613	2521	3.6%
All Other Calls	5292	5422	15068	15219	-1.0%
Complaints Against Employee	0	1	6	3	100.0%

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

CLASSIFICATION OF OFFENSES		REPORTED OFFENSES	UNFOUNDED OFFENSES	ACTUAL OFFENSES	TOTAL CLEARED	CLEARED JUVENILE
A. MURDER/NON-NEGLIGENT MANSLAUGHTER	11	0	0	0	0	0
B. MANSLAUGHTER BY NEGLIGENCE	12	0	0	0	0	0
2. FORCIBLE RAPE	TOTAL	20	1	0	1	0
A. RAPE BY FORCE	21	1	0	1	0	0
B. ATTEMPTED RAPE	22	0	0	0	0	0
3. ROBBERY	TOTAL	30	0	0	0	0
A. FIREARM	31	0	0	0	0	0
B. KNIFE OR CUTTING INSTRUMENT	32	0	0	0	0	0
C. OTHER DANGEROUS WEAPON	33	0	0	0	0	0
D. STRONG-ARM (HANDS,FIST,FEET,ETC)	34	0	0	0	0	0
4. ASSAULT	TOTAL	40	32	0	32	19
A. FIREARM	41	0	0	0	0	0
B. KNIFE OR CUTTING INSTRUMENT	42	0	0	0	0	0
C. OTHER DANGEROUS WEAPON	43	0	0	0	0	0
D. HANDS,FIST,FEET,ETC.-AGGRAVATED	44	2	0	2	1	0
E. OTHER ASSAULTS - SIMPLE	45	30	0	30	18	0
5. BURGLARY	TOTAL	50	2	0	2	1
A. FORCIBLE ENTRY	51	1	0	1	1	0
B. UNLAWFUL ENTRY - NOFORCE	52	1	0	1	0	0
C. ATTEMPTED FORCIBLE ENTRY	53	0	0	0	0	0
6. LARCENY-THEFT	TOTAL	60	29	2	27	9
7. MOTOR VEHICLE THEFT	TOTAL	70	10	0	10	5
A. AUTO	71	10	0	10	5	0
B. TRUCKS & BUSES	72	0	0	0	0	0
C. OTHER VEHICLES	73	0	0	0	0	0
GRAND TOTAL	77	74	2	72	34	0

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

DATE: 04/01/2020
 REPORT PERIOD: 03/01/2020 TO 03/31/2020
 ORI:

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

WORK ORDER ENGINEERING ESTIMATE

HASTINGS UTILITIES

HASTINGS, NEBRASKA

Name of Department: Electric

Construction: X

Retirement: _____

Work Order No.: EL-116

Budget Item No.: 2.35 2019/2020

Budget Item Amt: \$150,000

DESCRIPTION AND LOCATION:

Installation of a new three-phase overhead transformer bank for a new 480V Service to Crystal Creek on Burlington Avenue north of M Street

PURPOSE OF WORK IMPROVEMENT:

New 200Amp 3-phase 277/480Y Main Disconnect

CONTRIBUTION/REMARKS:

Estimated Cost	Amount	Attached Map or DWG No.:	E-OH-546
1. line	\$0.00	Sheet No.:	
2. Stores Dept. Charge @ 8.0%	0.00		
3. Material from Stock	6,091.17	Date Work to be Started:	4/27/20
4. Stores Dept. Charge @ 8.0%	487.29	Date Work to be Finished:	5/27/20
5. Labor	4,960.00	Checked By:	Date
6. Mileage & Truck Usage	3,381.25	<i>Doug Brummett</i>	4-23-20
7. Equipment Usage	25.00	Checked By:	Date
8.		Ron Sekora	Digitally signed by Ron Sekora Date: 2020.04.29 15:50:41 -05'00'
9.		Approved By:	Date
10.		Lee Vrooman	Digitally signed by Lee Vrooman Date: 2020.04.29 15:54:17 -05'00'
SUBTOTAL	\$14,944.71	Director of Engineering	
Engineering & Administrative @ 12%	1,793.37	Approved By:	Date
Subtotal	\$16,738.08		
Less Developer Contribution		City Council	
		Authorized By:	Date
		Kevin D Johnson	Digitally signed by Kevin D Johnson Date: 2020.04.30 07:16:08 -05'00'
TOTAL ESTIMATED COST OF WORK ORDER	\$16,738.08	Manager	

HASTINGS UTILITIES, HASTINGS, NEBRASKA

Work Order No.: EL-116
 B.I. No.: 2.35
 B.I. Yr.: 2019/2020

LABOR AND EQUIPMENT ESTIMATE

Classification of Labor or Equipment to be Used		No of Hr/Mi/Ft	Cost Per Unit	Subtotal	Total Cost
LABOR:	Electric Department	80	62.00	4,960.00	\$4,960.00
	Gas Department			0.00	
TOTAL - LABOR					
MILEAGE:	Trucks 22 & 23 (Miles)	25	3.75	93.75	\$3,381.25
	Trucks 24 & 28 (Miles)	25	3.75	93.75	
	Trucks 25 & 26 (Miles)	25	3.75	93.75	
	Trucks 80, 81, & 82 (Miles)			0.00	
	Trucks 12, 14, & 17 (Miles)			0.00	
TRUCKS:	Trucks 22 & 23 (Hours)	10	175.00	1,750.00	
	Trucks 24 & 28 (Hours)	10	110.00	1,100.00	
	Trucks 25 & 26 (Hours)	5	50.00	250.00	
TOTAL - MILEAGE & TRUCKS					
EQUIPMENT	Air Compressor (Hours) HU #4	1	25.00	25.00	\$25.00
	Backhoe (Hours) HU #1, #2, or #3			0.00	
	Hydra Tamp (Hours) HU			0.00	
	Spoil Vac (Hours) HU			0.00	
	Bore (Feet) HU #1 or #2			0.00	
TOTAL - EQUIPMENT USAGE					
TOTAL COST ALL LABOR AND EQUIPMENT ESTIMATE					\$8,366.25

MATERIAL ESTIMATE

Quantity	Stock Number	Description	Unit Price	Stock Material	New Material
1	ea.	001-02-13 1/2" x 14" Galvanized Machine Bolt	1.12	1.12	
3	ea.	001-03-11 5/8" x 10" Galvanized Machine Bolts	0.95	2.85	
5	ea.	001-03-12 5/8" x 12" Galvanized Machine Bolts	1.14	5.70	
1	ea.	001-22-03 5/8" x 12" Galvanized D.U. Bolt	5.73	5.73	
16	ea.	005-01-03 2 1/4" Square Washers	0.26	4.16	
2	ea.	005-02-05 4" x 4" Curved Washers	1.57	3.14	
2	ea.	006-04-02 5/8" Galvanized Eynuts	1.52	3.04	
1	ea.	007-03-02 1/2" Square Locknut	0.21	0.21	
3	ea.	007-03-03 5/8" Square Locknuts	0.19	0.57	
1	ea.	019-09-06 5/8" x 10' Ground Rod	13.33	13.33	
1	ea.	020-02-03 5/8" Ground Clamps	1.10	1.10	
1	ea.	021-01-04 Ground Wire Molding	7.28	7.28	
4	ea.	022-02-01 Wildlife Guards	3.77	15.08	
4	ea.	023-03-04 Molding Staples	1.16	4.64	
TOTAL (Page 2)				\$ 67.95	\$ -

Estimated By: T. Waite

Date: 4/22/20

HASTINGS UTILITIES, HASTINGS, NEBRASKA

Work Order No.: EL-116

B.I. No.: 2.35

B.I. Yr.: 2019/2020

MATERIAL ESTIMATE

Quantity		Stock Number	Description	Unit Price	Stock Material	New Material
2	ea.	024-01-02	Insulator Pins	2.30	4.60	
1	ea.	025-02-02	Pole Top Pin	6.76	6.76	
1	ea.	032-02-02	Neutral Spool Insulator	1.11	1.11	
2	ea.	033-04-05	#6 Service Brackets	2.37	4.74	
3	ea.	033-04-06	#2 Service Brackets	3.57	10.71	
2	ea.	033-04-08	2/0 Service Brackets	4.38	8.76	
3	ea.	039-03-01	15KV Polymer Insulators	4.20	12.60	
3	ea.	042-27-13	477MCM Stirrups	23.58	70.74	
6	ea.	044-01-04	Split-Bolt Ground Connectors	1.61	9.66	
3	ea.	044-13-02	Hot Line Clamps	6.80	20.40	
8	ea.	046-08-01	Transformer Ground Connectors	3.12	24.96	
1	ea.	049-01-04	5Amp Fuse Link	5.45	5.45	
3	ea.	049-01-06	10Amp Fuse Links	4.34	13.02	
4	ea.	055-01-01	100Amp 15KV Cutouts	66.54	266.16	
4	ea.	066-04-04	10KV Polymer Lightning Arresters	32.92	131.68	
40	ft.	068-01-04	#4 Bare Copper Ground Wire	0.49	19.60	
80	ft.	069-19-10	1/0 600V Triplex	0.78	62.40	
25	ft.	069-19-20	2/0 600V Triplex	1.05	26.25	
3	ea.	087-07-47	477MCM 26/7 ACSR Distribution Support Ties	3.22	9.66	
1	ea.	087-09-26	266.8 26/7 ACSR Spool Tie	2.26	2.26	
1	ea.	178-04-02	Triple Mount Transformer Bracket	166.72	166.72	
1	ea.	190-01-40	40' Class 2 Wood Pole	399.81	399.81	
1	ea.	191-01-04	8' HD Fiberglass Tangent Crossarm	121.64	121.64	
0.25	lb.	901-03-05	Ground Wire Staples	1.40	0.35	
1	ea.		25KVA 7970/13800Y 120/240 1Ph Polemount	936.25	936.25	
3	ea.		50KVA 7970/13800Y 277/480Y 1Ph Polemt	1,212.31	3,636.93	
1	LS		Miscellaneous Tape, Wire, Connectors, Etc.	50.00	50.00	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
			Subtotal Page 3		\$ 6,023.22	\$ -
			Subtotal Page 2		\$ 67.95	\$ -
					-	
			TOTAL (Pages 2 & 3)		\$ 6,091.17	\$ -

Estimated By: T. Waite

Date: 4/22/20 Page 3

Department: Development Services

Staff Contact: Lisa Parnell-Rowe

Council Meeting Date: 5/11/2020

AGENDA ITEM SUMMARY SHEET

Description of Item:

Public hearing on a request for a Preliminary Development Plan, for property zoned CP-0, Commercial Office within a Planned District Overlay, for Primus Companies Hastings Dental Office located on property described as Lot 3, Anderson Second Subdivision, City of Hastings, Adams County, Nebraska.

Resolution No. 2020-29 approving the request for a Preliminary Development Plan, for property zoned CP-0, Commercial Office within a Planned District Overlay, for Primus Companies Hastings Dental Office located on property described as Lot 3, Anderson Second Subdivision, 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:

34-215 (6) (b) The Planning Commission shall advertise and hold a public hearing on the application and plan, as provided in Section 34-801(2) for any changes, amendments or appeals. The Commission shall recommend approval or denial Zoning of the plan and report. At the conclusion of the public hearing, the plan and supporting data shall be sent on to the City Council for action.

Type of action requested:

Resolution

Suggested motion:

Motion to approve Resolution 2020-29, approving a Preliminary Development Plan, for property zoned CP-0, Commercial Office within a Planned District Overlay, for Primus Companies Hastings Dental Office located on property described as Lot 3, Anderson Second Subdivision, City of Hastings, Adams County, Nebraska.

Deadlines associated with action:

A final Development Plan shall be submitted to Development Services Department that incorporates all conditions and revisions to the preliminary Development Plan. Staff will ensure

compliance with the City Council-approved preliminary plan prior to the issuance of a building permit.

Department head comments:

The base district of C-O is a commercial office district. Professional office uses are appropriate in areas where commercial uses might be damaging to established residential neighborhoods. This use is allowable in base district.

This lot has an additional overlay – it is in a planned district. The lot zone is CP-O (Section 34-215). The planned district overlay is intended “to provide maximum flexibility in the development of property and at the same time to preserve and maintain the character and integrity of adjacent lands. It is an alternative to the base district standards where a plan for development better meets the intent of the district or districts uses, better addresses site specific conditions including transitions to adjacent areas, and better service the public purpose than would otherwise occur under base standards.” The use of Dental Office on this lot will be compatible to its surroundings. There are many other commercial uses along the perimeter of the highway and just off Osborne Drive. To the northeast of this lot is the Home Realty Office, which is also a personal professional service.

The development plan for Hastings Dental on Lot 3 of Anderson Second Subdivision incorporates very few deviations from the base C-O District requirements as allowable in the planned district overlay. The one that it does incorporate is the flexibility for buildings to be located closer to lot lines than otherwise permitted. Below describes what would normally be required in the base C-O district zone and what the applicant is proposing in their site plan as well as that deviation:

- The west side yard setback is 32.5’, and is proposed to deviate by 9.2’, setting a 23.3’ side yard.
- The south rear yard setback is 27.8’, and is proposed to deviate by 10.4’, setting a 17.4’ rear yard.
- The east side yard setback is 32.5’ and is not anticipated to be encroached.
- The north front yard setback is 25’ and is not anticipated to be encroached.

As a consequence to the deviation on the west side, the base C-O 30’ buffer between commercial to residential is also deficient. The applicant has incorporated dense tree screening on the north and west sides to mitigate this factor and is open to any additional buffer requirements deemed necessary.

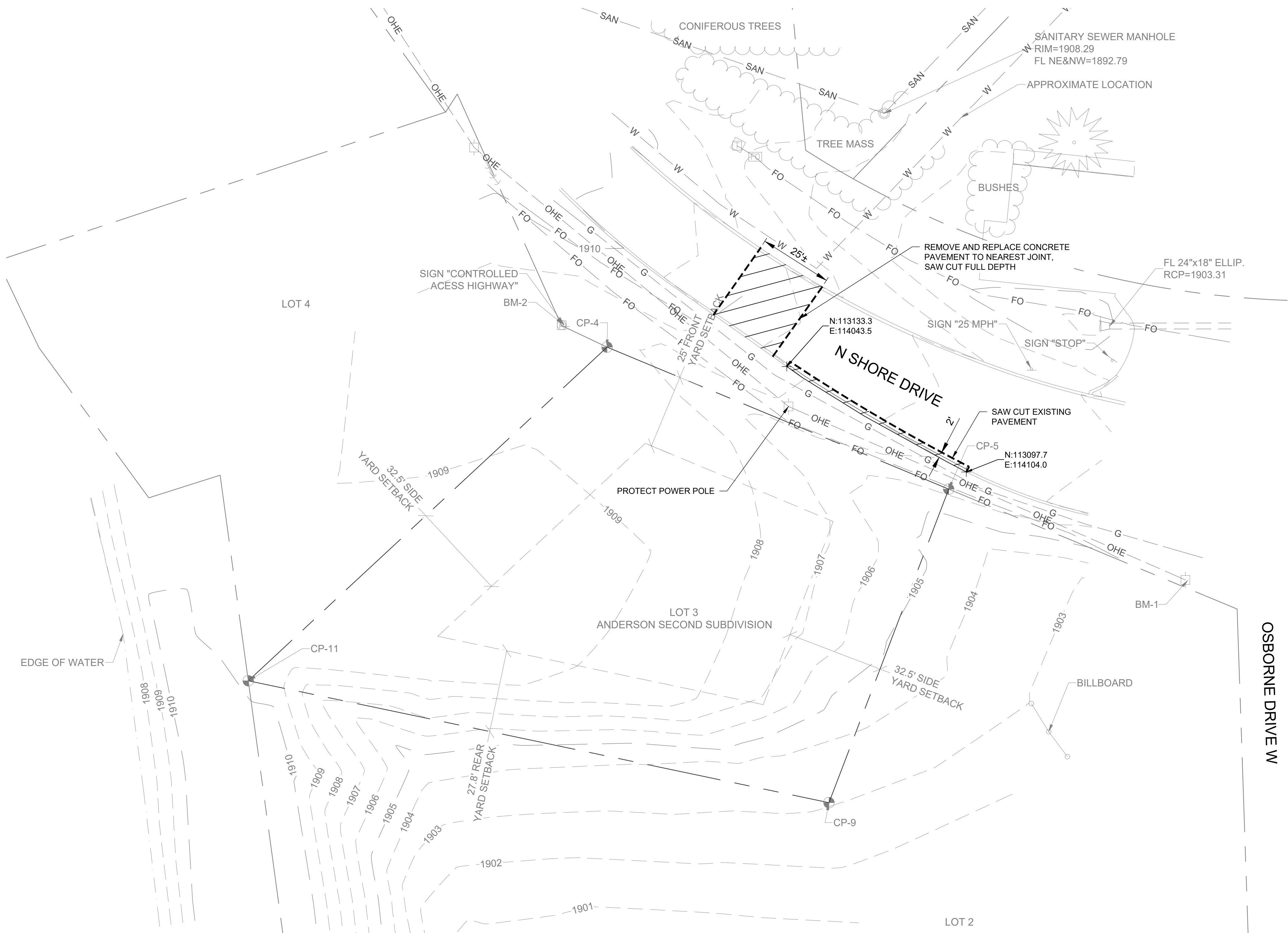
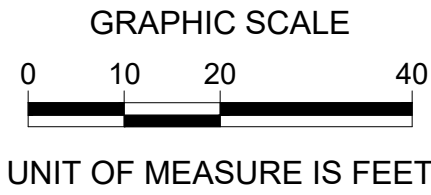
Staff notes that the following C-O Base District requirements have otherwise been met: minimum lot size, lot coverage and building height.

Planning Commission voted 9-0 to recommend approval of the Development Plan at the April 20, 2020 meeting. This approval included six conditions. Since this approval two of these conditions have been satisfied by the applicant in their latest revision. The remaining 4 conditions are

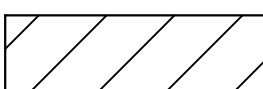
reflected in Resolution 2020-29.

City Administrator comments:

Recommend approval



LEGEND

	PROPERTY LINE
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	EXISTING OVERHEAD ELECTRIC
	EXISTING UNDERGROUND ELECTRIC
	EXISTING FENCE
	EXISTING STORM
	EXISTING TREE
	REMOVE EXISTING PAVEMENT
	SAW CUT FULL DEPTH

GENERAL NOTES:

- CONTRACTOR TO VERIFY ALL SITE CONDITIONS.
- ALL TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE CURRENT EDITION OF MUTCD.
- CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANIES FOR ANY RELOCATION OF EXISTING UTILITIES.

DEMOLITION NOTES:

- PAVEMENT REMOVAL ALONG PAVEMENT THAT IS TO REMAIN SHALL BE SAW CUT FULL DEPTH. SAW CUTTING SHALL BE CONSIDERED SUBSIDIARY.
- CONTRACTOR IS RESPONSIBLE FOR LAWFUL REMOVAL & DISPOSAL OF ALL ITEMS.
- CONTRACTOR SHALL FIELD VERIFY EXISTING WATER AND SANITARY SERVICE LOCATIONS.

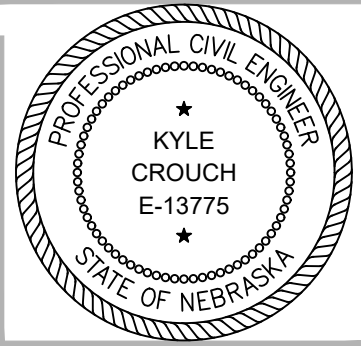
BENCHMARKS - NAVD 88				
POINT NAME	NORTHING	EASTING	ELEVATION	LONG DESCRIPTION
BM-1	113061	114179	1905.08	60D CHAIR NAILS NW FACE POWER POLE SW CORNER NORTH SHORE DRIVE AND OSBORNE DRIVE WEST
BM-2	113148	113968	1910.03	CHISELED SQUARE ON TOP NORTH CORNER RIGHT OF WAY MARKER ON WEST SIDE OF NORTH SHORE DRIVE

ADAMS COUNTY LOW DISTORTION PROJECTION PROJECTION: LAMBERT CONFORMAL CONIC - 1 STANDARD PARALLEL SCALE FACTOR: 1.0000874 CENTRAL MERIDIAN: -98°30'00" STANDARD PARALLEL: 40°29'00" FALSE NORTHING: 20,000 METERS (65,616.667 US FEET) FALSE EASTING: 25,000 METERS (82,020.833 US FEET)			
POINT NAME	NORTHING	EASTING	LONG DESCRIPTION
CP-4	113139.84	113982.95	1/2" REBAR NW CORNER LOT 3, ANDERSON SECOND SUB.
CP-5	113091.98	114098.10	3/4" SMOOTH IRON BAR NE CORNER LOT 3, ANDERSON SECOND SUB.
CP-9	112986.29	114057.75	5/8" REBAR WITH PLASTIC CAP SE CORNER LOT 3, ANDERSON SECOND SUB.
CP-11	113027.38	113862.01	5/8" REBAR SW CORNER LOT 3, ANDERSON SECOND SUB.



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Primus Companies
Hastings Dental Office
xxxx x St.
Hastings, Nebraska 68902



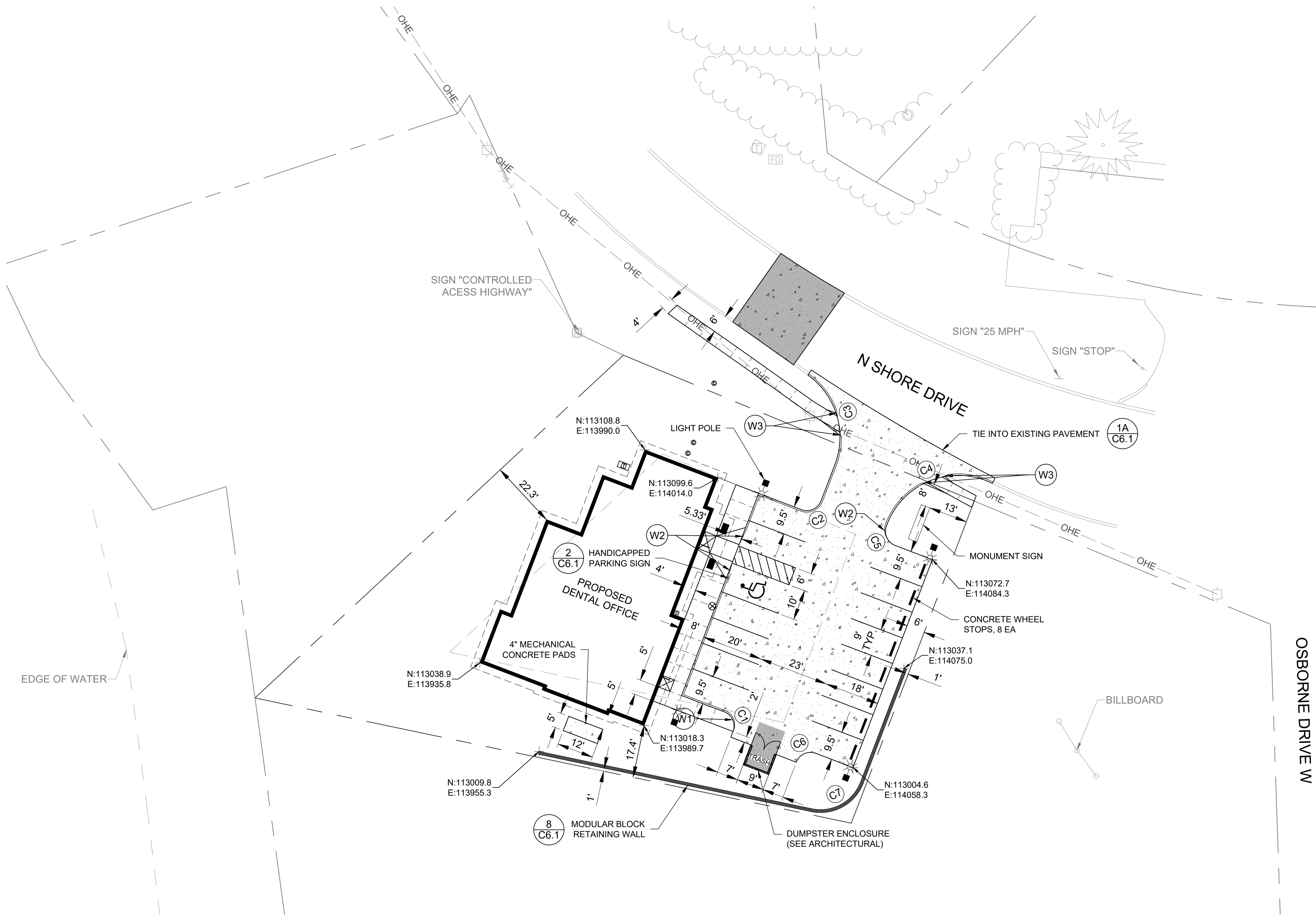
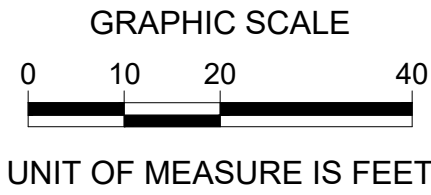
REVISIONS

DATE: 04/13/2020
PROJECT NO.: 191983
DRAWN BY: BK
REVIEWED BY: KJC
FILE NAME: S-191983

EXISTING SITE CONDITIONS AND REMOVALS

SHEET

C1.0



LEGEND

	6" CONCRETE PAVEMENT (NDOT 47B-3500PSI)	
	8" CONCRETE PAVEMENT (NDOT 47B-3500PSI)	
	4" CONCRETE SIDEWALK (NDOT 47B-3500PSI)	
	CONCRETE INTEGRAL CURB	

WARPING OF CURBS

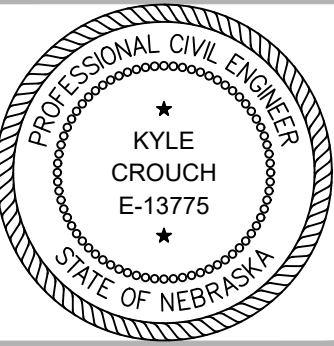
	WARP PAVEMENT UP TO TOC ELEVATION ALONG C1
	WARP CURB 6" TO 0" OVER 6'
	WARP CURB 6" TO 0" OVER 2'

PAVING NOTES:

- ALL DIMENSIONS ARE TO EDGE OF CONCRETE OR PROPERTY LINE UNLESS NOTED OTHERWISE.
- CONCRETE PAVEMENT JOINTS SHALL NOT EXCEED 10'-0". ALL PANELS SHOULD BE SQUARE OR NEARLY SO. THE LENGTH OF THE PANEL SHALL NOT EXCEED 1.5 TIMES THE WIDTH.
- CONTRACTOR TO PLACE 1/2" EXPANSION MATERIAL WHERE CONCRETE ABUTS BUILDING.
- WHERE APPLICABLE, JOINTS SHALL MATCH EXISTING JOINT PATTERN.
- ALL JOINTS SHALL BE SAW-CUT AND SEALED WITH HOT POUR SEALANT TO WITHIN 1/4" OF CONCRETE SURFACE.
- SIDEWALK JOINT SHALL BE SQUARE NO LARGER THAN 8'x8' PANELS.
- ALL SIDEWALKS SHALL BE CONSTRUCTED WITH 1.5% MAX CROSS SLOPE AND 4.5% MAX RUNNING SLOPE, UNLESS PARALLELING AND MATCHING EXISTING STREET GRADE.
- SUBGRADE SHALL BE MOIST PRIOR TO THE POURING OF CONCRETE.
- ALL REBAR SHALL BE EPOXY COATED.
- TIE BARS SHALL BE UTILIZED AT ALL LOCATIONS WHERE PROPOSED CONCRETE IS TYING INTO EXISTING CONCRETE. TIE BARS SHALL BE #5 AT 18" IN LENGTH AND PLACED AT 33" O.C AT MID DEPTH OF THE SLAB.
- 1/2" EXPANSION JOINT SHALL BE INSTALLED WHERE DRIVEWAYS / SIDEWALKS ABUT AND SEALED STREET PAVEMENT SEALED WITH HOT POUR SEALANT.
- ALL CONCRETE SHALL BE FINISHED WITH A WET BURLAP OR CANVAS DRAG.
- ALL CONCRETE PAVEMENT SHALL HAVE MINIMUM COMPRESSIVE STRENGTH OF 3,500 PSI WHEN TESTED IN ACCORDANCE WITH ASTM C39 AT 28 DAYS. CONCRETE MIX SHALL BE TYPE 47B TRADITIONAL MIX PER NDOT STANDARD SPECIFICATIONS. CEMENT SHALL BE TYPE 1PF. CONCRETE MIX DESIGN SHALL HAVE A MINIMUM OF 30% TYPE E AGGREGATE. CONTRACTOR SHALL HAVE FIELD TESTS CONDUCTED AND 3 CONCRETE CYLINDERS COLLECTED BY A QUALIFIED TESTING LAB FOR EVERY 100 CUBIC YARDS OR FOR EACH DAYS POUR, UNLESS APPROVED OTHERWISE BY OWNER. CONTRACTOR SHALL PROVIDE CONCRETE FIELD AND COMPRESSIVE TEST RESULTS TO THE OWNER. AIR CONTENT SHALL BE BETWEEN 6% AND 8.5%. MAX WATER/CEMENT RATIO SHALL BE 0.45.
- PAVEMENT MARKINGS SHALL BE 4" YELLOW PERMANENT PAVEMENT MARKING PAINT. APPLY PER MANUFACTURERS RECOMMENDATIONS.
- PERMANENT PAVEMENT MARKING PAINT SHALL BE AS PER NDOT APPROVED PRODUCTS LIST AND NDOT SECTION 423.02 OR APPROVED EQUIVALENT.
- HANDICAP MARKINGS SHALL BE PER MUTCD STANDARDS.
- CURB RAMPS TO COMPLY WITH NDOT STANDARD PLAN NO. 303, LATEST REVISION.
- MODULAR BLOCK RETAINING WALL SHALL BE WATKINS CONCRETE BLOCK HIGHLAND STONE RETAINING WALL SYSTEM OR APPROVED EQUAL.

CURVE DATA						
NUMBER	R	LENGTH	LINE/CHORD DIR	START POINT	END POINT	CENTER POINT
C1	5.00	7.85	N24°06'12"W	(N:113016.37, E:114018.92)	(N:113022.83, E:114016.04)	(N:113021.04, E:114020.71)
C2	5.00	7.85	N65°53'48"E	(N:113089.16, E:114041.36)	(N:113092.04, E:114047.81)	(N:113087.37, E:114046.03)
C3	25.00	32.95	N16°51'59"W	(N:113104.01, E:114052.38)	(N:113133.31, E:114043.50)	(N:113122.10, E:114059.29)
C4	25.00	41.77	S68°45'43"W	(N:113097.75, E:114104.04)	(N:113084.32, E:114069.48)	(N:113110.13, E:114079.34)
C5	5.00	7.85	S24°06'12"E	(N:113083.84, E:114069.30)	(N:113077.39, E:114072.19)	(N:113079.17, E:114067.52)
C6	5.00	7.85	S65°53'48"W	(N:113009.19, E:114046.15)	(N:113006.30, E:114039.70)	(N:113010.97, E:114041.48)
C7	14.00	19.78	N61°22'37"E	(N:112991.05, E:114044.79)	(N:112999.76, E:114060.75)	(N:112988.60, E:114056.49)

Primus Companies
Hastings Dental Office
xxxx x St.
Hastings, Nebraska 68902



REVISIONS

DATE: 04/13/2020
PROJECT NO.: 191983
DRAWN BY: BK
REVIEWED BY: KJC
FILE NAME: S-191983

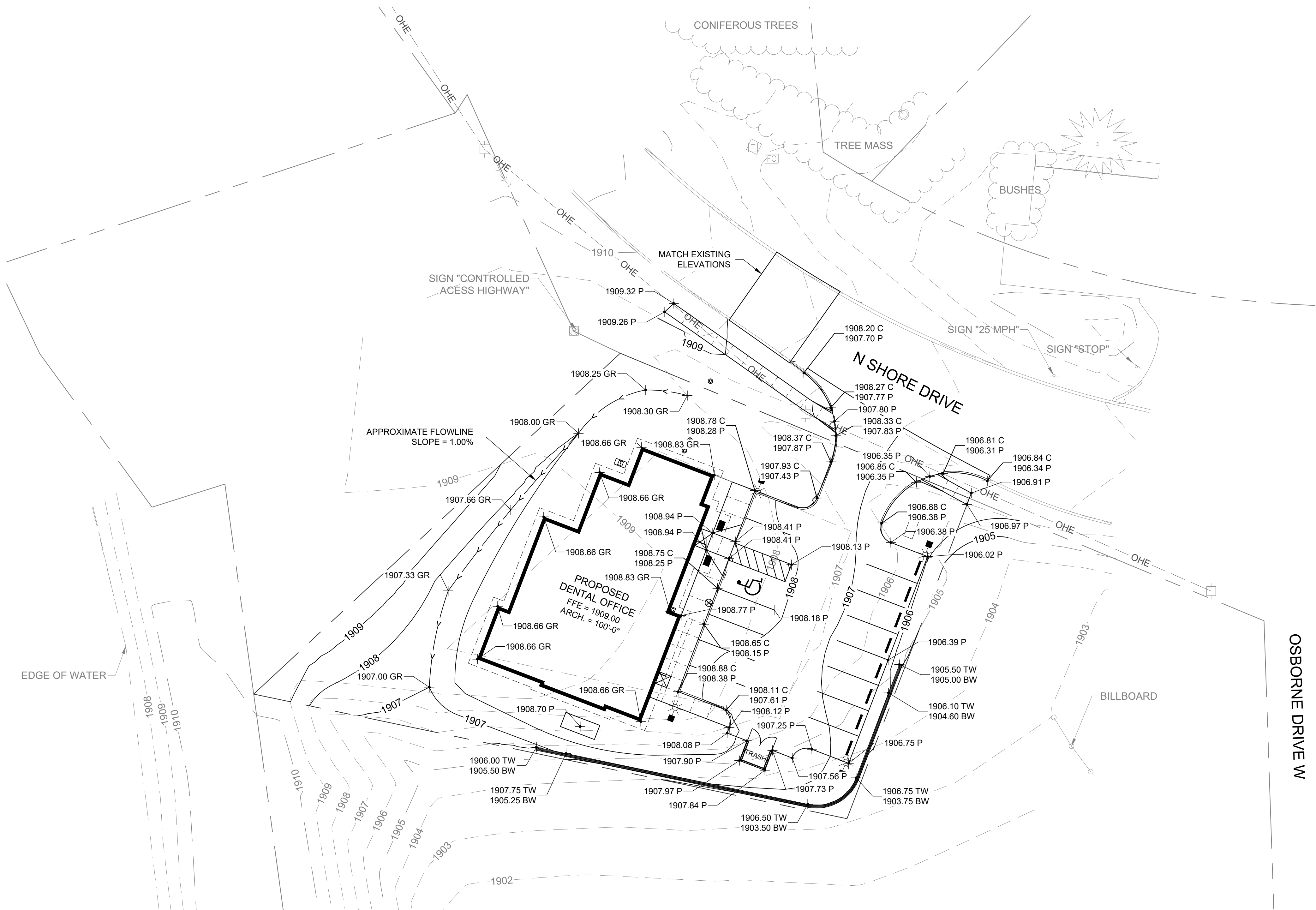
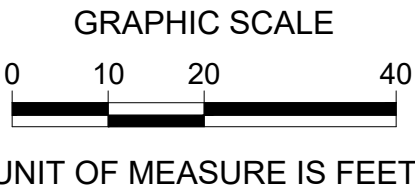
SITE LAYOUT PLAN

SHEET

C2.1



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LEGEND

- 1490 PROPOSED MAJOR CONTOUR
- 1489 PROPOSED MINOR CONTOUR
- 1600 EXISTING MAJOR CONTOUR
- 1599 EXISTING MINOR CONTOUR
- 1489.50 ± EXISTING SURFACE ELEVATION
- 1489.50 C PROPOSED TOP OF CURB SURFACE ELEVATION
- 1489.50 P PROPOSED TOP OF PAVEMENT SURFACE ELEVATION
- 1489.50 G PROPOSED GROUND SURFACE ELEVATION
- 1489.50 TW 1485.50 BW PROPOSED TOP OF WALL/BOTTOM OF WALL ELEVATION
- >>> GRADE TO DRAIN

GRADING NOTES:

- ALL MATERIALS, WORKMANSHIP AND CONSTRUCTION SHALL CONFORM TO THE PLANS AND SPECIFICATIONS.
- ALL GRADING OPERATIONS SHALL FOLLOW RECOMMENDATIONS PER GEOTECHNICAL REPORT.
- THE PROPOSED CONTOURS REPRESENT TOP OF PAVEMENT. IN ALL OTHER AREAS THEY REPRESENT THE FINISHED GROUND SURFACE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE PAVEMENT CROSS-SECTION DEPTH AND SHALL ADJUST THE SUBGRADE ELEVATION ACCORDINGLY PRIOR TO BEGINNING GRADING OPERATIONS.
- ALL HERBACEOUS VEGETATION SHALL BE REMOVED WITHIN THE LIMITS OF THE GRADING. THE STRIPPINGS FROM THIS SITE SHOULD BE STORED AND REDISTRIBUTED AS TOPSOIL IN ALL LANDSCAPE AREAS.
- THE CONTRACTOR SHALL DETERMINE THE APPROXIMATE EARTHWORK QUANTITIES FOR HIS OWN PURPOSES.
- FOR PROPER COMPACTION OF FILL MATERIAL, BUILDING PAD PREPARATION AND PAVING SUBGRADE REQUIREMENTS, SEE GEOTECHNICAL REPORT.
- OBSERVATION AND TESTING BY A QUALIFIED TESTING LAB OR PROFESSIONAL GEOTECHNICAL ENGINEER SHALL OCCUR IN ALL FILL AREAS. DENSITY TEST REPORTS SHALL BE SUBMITTED TO THE ENGINEER AND OWNER.
- CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE AWAY FROM THE STRUCTURES FOR ALL NATURAL AND PAVED AREAS.
- SLOPES SHALL BE UNIFORM TO AVOID PONDING.
- CONTRACTOR SHALL GRADE LOW SPOTS TO DRAIN.
- THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IF ANY GRADING WILL TAKE PLACE BEYOND THE PROPERTY LINE.
- CONTRACTOR WILL BE HELD RESPONSIBLE FOR SETTLEMENT DUE TO IMPROPER COMPACTION.

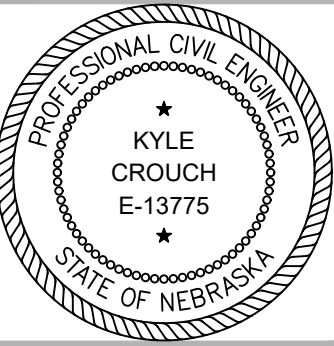
EARTHWORK QUANTITIES

EXCAVATION	EMBANKMENT	NET EMBANKMENT
248 CY	368 CY	120 CY

* NO BALANCE FACTOR WAS USED IN CALCULATION OF EARTHWORK QUANTITIES

** PROPOSED PAVEMENT WAS NOT DEDUCTED AND IS INCLUDED IN EARTHWORK CALCULATIONS PROVIDED. CONTOURS ARE TO THE TOP OF PAVEMENT SURFACE.

Primus Companies
Hastings Dental Office
xxxx x St.
Hastings, Nebraska 68902



REVISIONS

DATE: 04/13/2020
PROJECT NO.: 191983
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REVIEWED BY: KJC
FILE NAME: S-191983

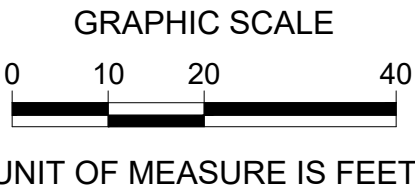
SITE GRADING PLAN

SHEET

C3.1



Know what's below.
Call before you dig.



LEGEND

— SAN —	PROPOSED SANITARY
— 2" W —	PROPOSED WATER
— G —	PROPOSED GAS

GENERAL UTILITY NOTES:

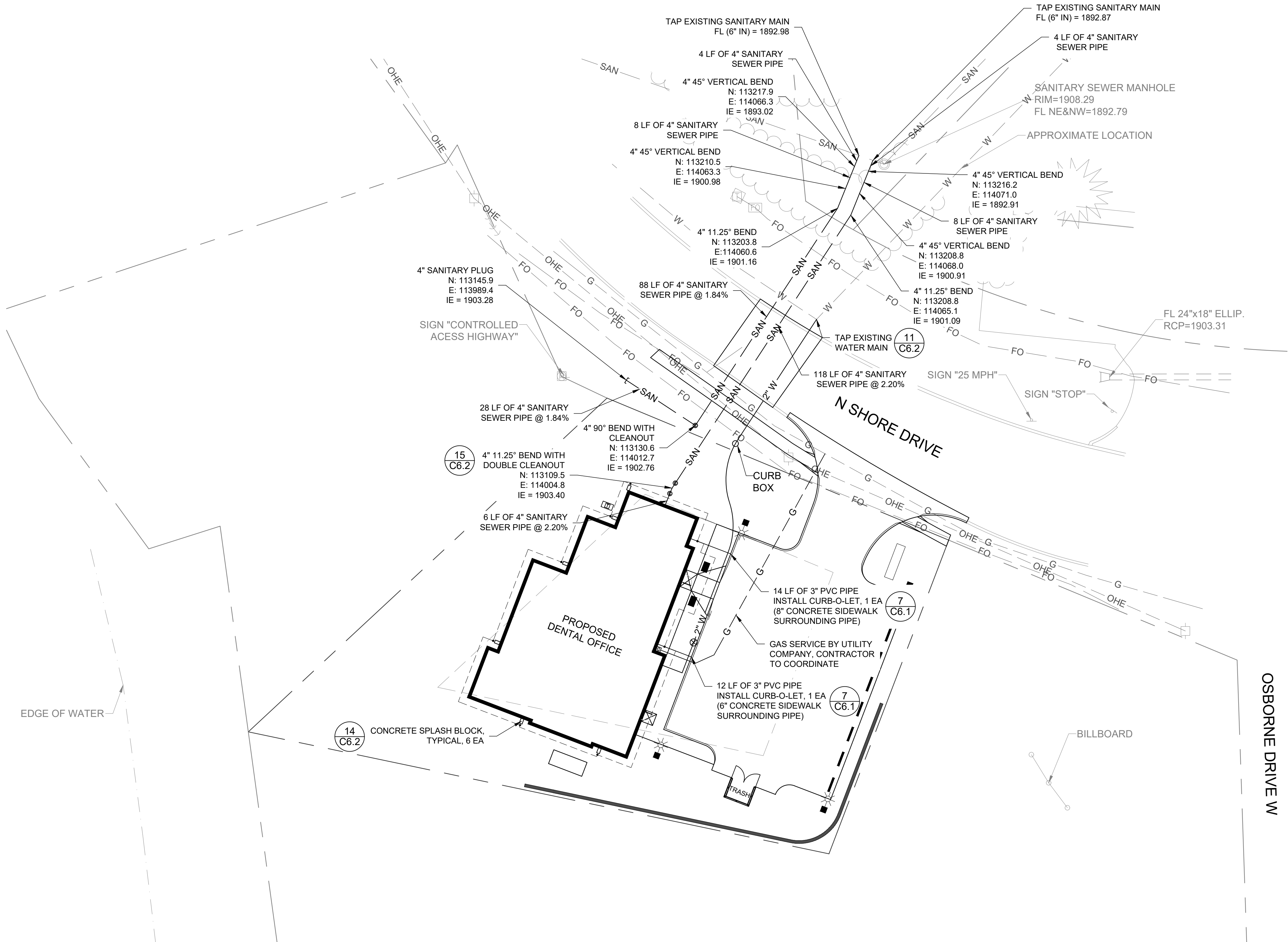
- ALL MATERIALS, WORKMANSHIP AND CONSTRUCTION SHALL CONFORM TO THE PLANS & SPECIFICATIONS.
- REFER TO MEP PLANS FOR CONNECTION AND CONTINUATION OF UTILITY SERVICES INTO BUILDING.
- CONTRACTOR SHALL NOTIFY THE APPROPRIATE UTILITY COMPANIES TO COORDINATE CONNECTIONS. ALL CONDUITS, CONCRETE PADS, PEDESTAL RELOCATIONS, ETC. SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY PRIOR TO UTILITY CONSTRUCTION AND UPON COMPLETION OF SITE GRADING.
- MAINTAIN A MINIMUM OF 1.5 FEET OF CLEARANCE BETWEEN ALL UTILITY CROSSINGS UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
- SITE SHALL BE TO FINISHED GRADE PRIOR TO INSTALLATION OF SITE UTILITIES.
- THE CONTRACTOR SHALL MAINTAIN STRICT LATERAL CLEARANCE AS SHOWN ON THE PLANS FOR ALL UTILITY LINES.
- ALL TRENCHES SHALL BE BACKFILLED AND COMPACTED PER THE SPECIFICATIONS IN THE GEOTECHNICAL REPORT.
- THE CONTRACTOR SHALL RESTORE ANY DISTURBED AREA TO ITS PREVIOUS CONDITION.
- THE CONTRACTOR SHALL VERIFY ALL VERTICAL AND HORIZONTAL CROSSINGS OF ALL PROPOSED AND EXISTING UTILITIES PRIOR TO INSTALLATION OF CONDUIT. CONTACT THE ENGINEER WITH ANY CONFLICTS.
- ALL GAS SERVICES TO BE DESIGNED AND INSTALLED BY GAS COMPANY.
- ALL ELECTRIC SERVICES TO BE DESIGNED AND INSTALLED BY ELECTRIC COMPANY.

SANITARY SEWER NOTES:

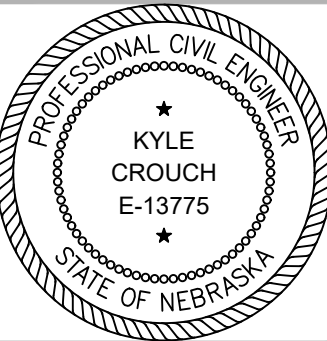
- CONTRACTOR REQUIRED TO FIELD LOCATE SANITARY SEWER MAIN PRIOR TO CONSTRUCTION TO VERIFY LOCATION AND ELEVATION OF MAIN.
- REFER TO MEP PLANS FOR SANITARY SEWER TIE-INS WITH BUILDING.
- ALL FITTINGS & SERVICE PIPE SHALL BE PVC SDR 26 PER LOCAL CODES & REGULATIONS.
- ALL SANITARY SEWER CONSTRUCTION TO BE DONE UNDER A PLUMBERS PERMIT, AND SHALL COMPLY WITH ALL APPLICABLE BUILDING CODES. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.

WATER NOTES:

- REFER TO MEP PLANS FOR WATER SERVICE TIE-INS WITH BUILDING.
- ALL WATER MAIN CONSTRUCTION TO BE DONE UNDER A PLUMBERS PERMIT, AND SHALL COMPLY WITH ALL APPLICABLE BUILDING CODES. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.
- ALL WATER METERS, PUMPS AND BACKFLOW PREVENTERS ARE LOCATED INSIDE THE BUILDING. REFER TO MEP PLANS FOR DESIGN AND LOCATIONS.
- WATER MAIN SHALL HAVE A 5' MINIMUM BURY DEPTH AS MEASURED FROM FINISHED GROUND TO TOP OF PIPE.
- ALL SERVICE LINE MATERIALS SHALL BE POLYETHYLENE PLASTIC (PE).
- WATER MAIN SHALL BE PVC, AWWA-C900.



Primus Companies
Hastings Dental Office
xxxx x St.
Hastings, Nebraska 68902



REVISIONS

DATE: 04/13/2020
PROJECT NO.: 191983
DRAWN BY: BK
REVIEWED BY: KJC
FILE NAME: S-191983

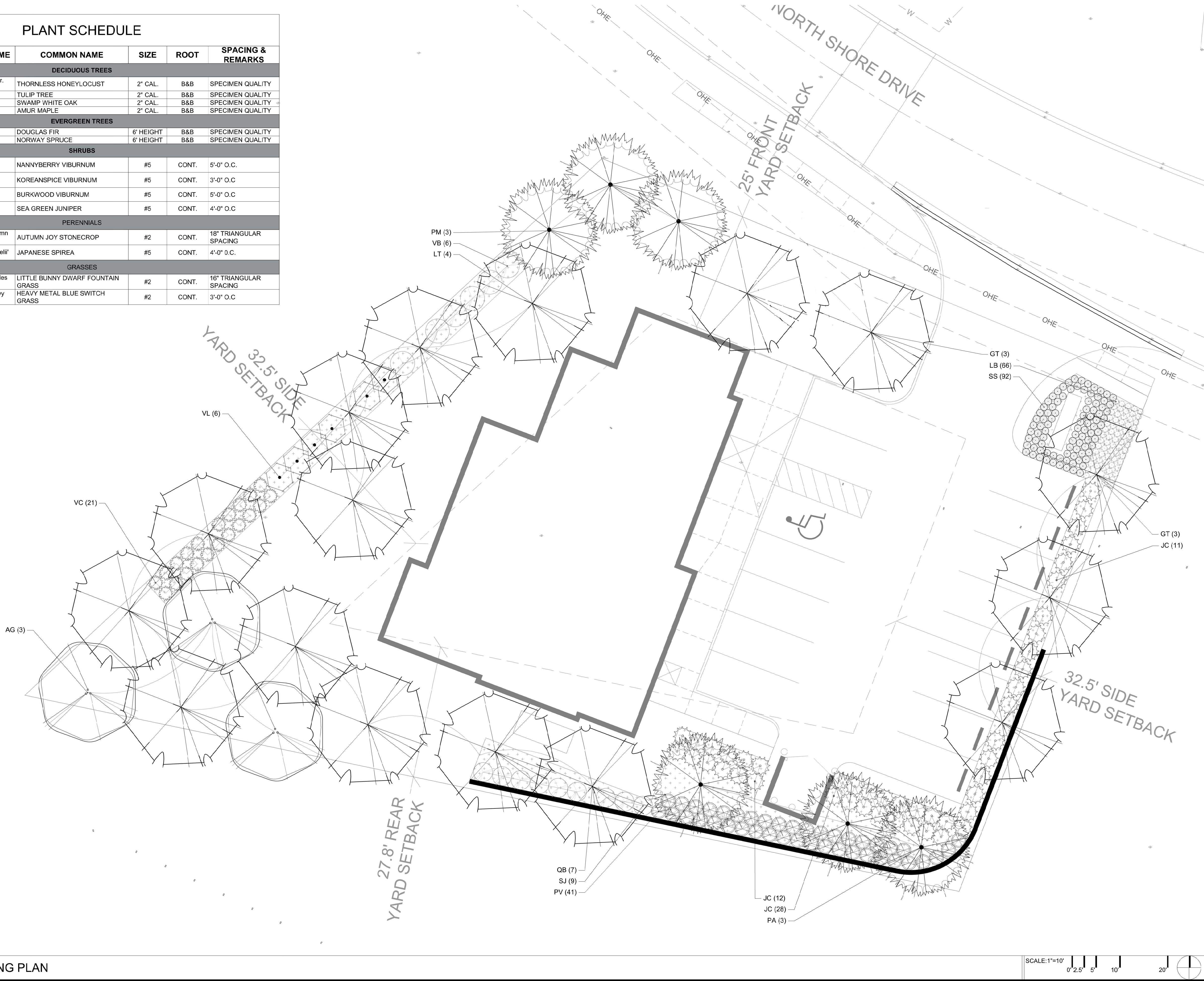
SITE UTILITY PLAN

SHEET

C5.1

File Location: N:\1 PROJECTS\2020\20134_Hastings Dental Office\20134_L1.0_PLANTING PLAN_Drawn by: XX / Checked by: XX

PLANT SCHEDULE						
KEY	QTY.	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	SPACING & REMARKS
DECIDUOUS TREES						
GT	6	Gleditsia triacanthos 'var. inermis'	THORNLESS HONEYLOCUST	2" CAL.	B&B	SPECIMEN QUALITY
LT	4	Liriodendron tulipifera	TULIP TREE	2" CAL.	B&B	SPECIMEN QUALITY
QB	7	Quercus bicolor	SWAMP WHITE OAK	2" CAL.	B&B	SPECIMEN QUALITY
AG	3	Acer ginnala 'Flame'	AMUR MAPLE	2" CAL.	B&B	SPECIMEN QUALITY
EVERGREEN TREES						
PM	3	Pseudotsuga menziesii	DOUGLAS FIR	6' HEIGHT	B&B	SPECIMEN QUALITY
PA	3	Picea abies	NORWAY SPRUCE	6' HEIGHT	B&B	SPECIMEN QUALITY
SHRUBS						
VL	6	Viburnum lentago	NANNYBERRY VIBURNUM	#5	CONT.	5'-0" O.C.
VC	21	Viburnum carlesii 'Compactum'	KOREANSPICE VIBURNUM	#5	CONT.	3'-0" O.C.
VB	6	Viburnum x burkwoodii 'Mohawk'	BURKWOOD VIBURNUM	#5	CONT.	5'-0" O.C.
JC	51	Juniper chinensis 'Sea Green'	SEA GREEN JUNIPER	#5	CONT.	4'-0" O.C.
PERENNIALS						
SS	92	Sedum spectabile 'Autumn Joy'	AUTUMN JOY STONECROP	#2	CONT.	18" TRIANGULAR SPACING
SJ	9	Spiraea japonica 'Freebell'	JAPANESE SPIREA	#5	CONT.	4'-0" O.C.
GRASSES						
LB	66	Pennisetum alopecuroides 'Little Bunny'	LITTLE BUNNY DWARF FOUNTAIN GRASS	#2	CONT.	16" TRIANGULAR SPACING
PV	61	Panicum virgatum 'Heavy Metal'	HEAVY METAL BLUE SWITCH GRASS	#2	CONT.	3'-0" O.C.



LANDSCAPE ARCHITECT
CONFLUENCE
417 DELAWARE STREET
KANSAS CITY, MISSOURI 64105
PH: 816.531.7227

ARCHITECT
CONSULTANT
ADDRESS
PH: XXX.XXX.XXXX FAX: XXX.XXX.XXXX
CONTACT: CONTACT

CIVIL ENGINEER
CONSULTANT
ADDRESS
PH: XXX.XXX.XXXX FAX: XXX.XXX.XXXX
CONTACT: CONTACT

STRUCTURAL ENGINEER
CONSULTANT
ADDRESS
PH: XXX.XXX.XXXX FAX: XXX.XXX.XXXX
CONTACT: CONTACT

HASTINGS DENTAL OFFICE
JEO CONSULTING GROUP INC
HASTINGS / NEBRASKA

REVISION SCHEDULE

ISSUE	DATE	DESCRIPTION
###	###	###

ISSUED FOR
SD, DD, OR CD

XX%
NOT FOR
CONSTRUCTION

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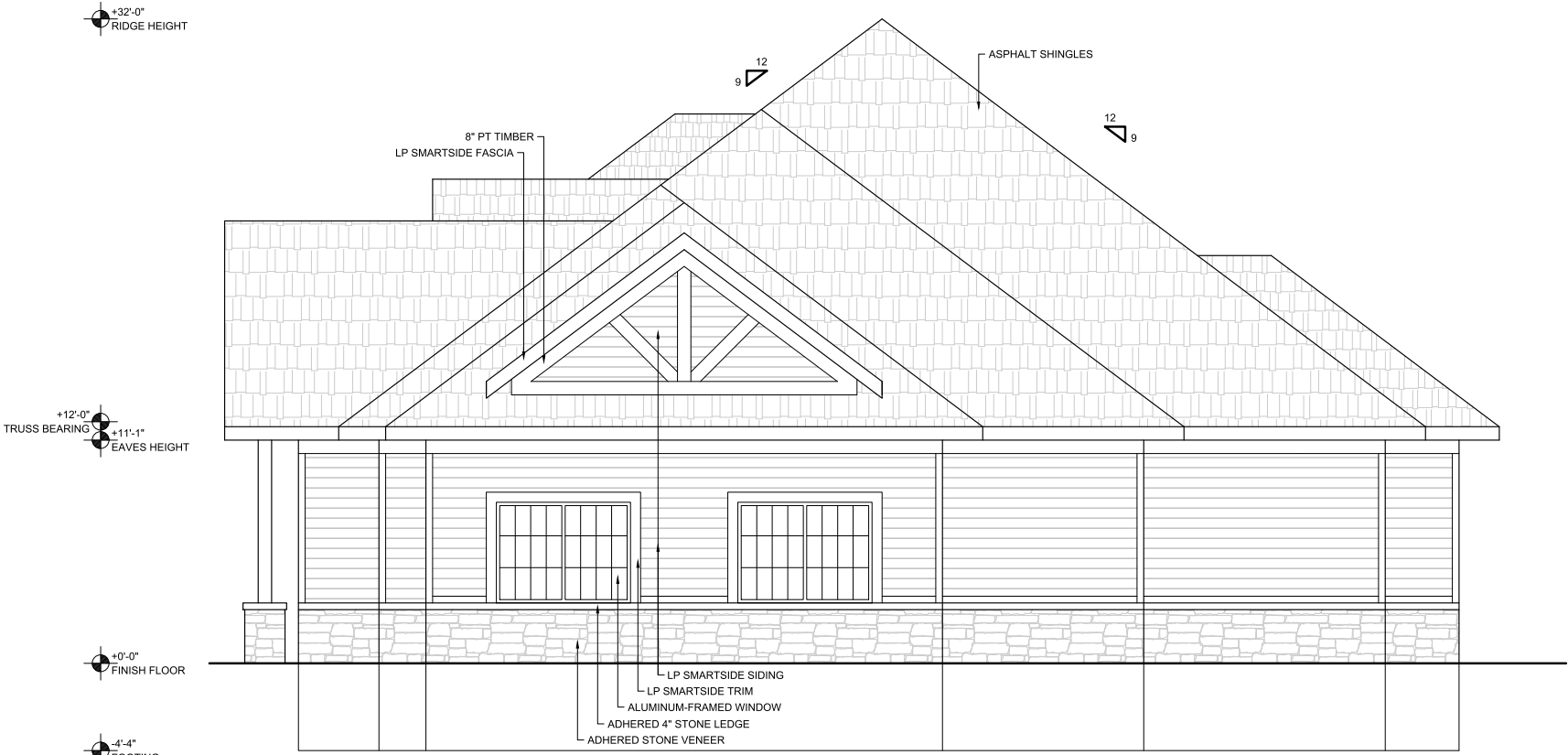
SITE PLANTING PLAN

CONFLUENCE PROJECT NO: 20134OM





1 EAST ELEVATION
SCALE: 1/4" = 1'-0"



2 NORTH ELEVATION
SCALE: 1/4" = 1'-0"

PRELIMINARY - NOT FOR CONSTRUCTION

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PRIMUS
D E N T A L
401 8th Ave. SE • Cedar Rapids, Iowa • 52401
Des Moines • Omaha
www.dentalbuilders.com • 319.393.4831

Client Name
Project Location

REVISION
EAST & NORTH ELEVATIONS
INITIALS
#####
##.##.####

A201



PROJECT APPLICATION

City of Hastings – Development Services
220 N. Hastings Avenue, Hastings, NE 68901
Phone: (402) 461-2302; Fax: (402) 461-2304
www.cityofhastings.org

Please check the appropriate box below to indicate the type of application you are requesting. Contact Development Services for minimum requirements. Incomplete applications will not be processed. All applications must be completed by applicant prior to submission with all of the requested support materials by the last Monday of each month or they will be held until the next deadline to be processed.

- | | | | |
|---|---|--|--|
| ☐ Preliminary Plat | ☐ Final Plat | ☐ Short Plat | ☐ Administrative Plat |
| ☐ Code Amendment | ☐ Zoning Change | ☐ Vacation (Plat / ROW / Easements) | |
| ☐ Conditional Use Permit / Amendment | ☒ Planned District / Amendment | | |
| ☐ Comprehensive Plan / Amendment | ☐ Annexation Petition / Addition to the City | | |

PROJECT INFORMATION

Project Name: Primus Companies Hating Dental Office

Project Address: _____ Within City Limit ☒ Yes ☐ No

Existing Zoning: CP-O Proposed Zoning / Use: CP-O (Dental Office)

Existing Comprehensive Plan Designation: Suburban Residential Gross Area: 0.47 acres

Legal Description: Lot 3 Anderson Second Subdivision Number of Lots: 1

APPLICANT INFORMATION

Applicant: Sean Daly Company: Sean Daly, LLC

Address: 2217 W 12th Street Tel: _____ Fax: _____

City: Hastings State: NE Zip: 68901 Email: sdaly@dalyfamilydentistry.com

Property Owner: Same as Above Company: Same as Above

Address: Same as Above Tel: _____ Fax: _____

City: Same as Above State: _____ Zip: _____ Email: _____

Key Contact: Paul Newman Company: Primus Companies

Address: 401 8th Avenue SE Tel: (319) 393-4831 Fax: _____

City: Cedar Rapids State: IA Zip: 52401 Email: paul@primus-companies.com

I hereby acknowledge that all information provided with this application is true to the best of my knowledge.

[Signature]
Property Owner Signature

3/27/2020
Date

[Signature]
Applicant Signature

03/27/2020
Date

DEPARTMENTAL USE ONLY

Fees: _____ Receipt No. _____

Accepted by Staff: _____ Case No. _____
Signature



April 13, 2020

Ms. Lisa R. Parnell-Rowe
Director of Development Services
220 North Hastings Ave
Hastings, NE 68901

RE: Planned Development Primus Companies,
Hastings Dental Office, Lot 3 Anderson Second Subdivision

Dear Ms. Parnell-Rowe or to Whom it may concern:

This proposed development consists of a 3,700 square feet dental office located on Lot 3 of Anderson Second Subdivision near the corner of North Shore Drive and Osborne Drive West in Hastings, NE. Lot 3 can be generally described as a 0.47 acre parcel of land that abuts the east side of Lake Hasting.

GENERAL INFORMATION

The Dental office is planned to serve the Hastings community during normal business hours Monday - Friday 8am to 5pm. The office will be closed on Holiday's, and over lunch 12pm to 1pm. This office will accommodate 12 patients and 8 staff members at full capacity. The intent of the dental office architectural design is to be compatible with the character of the neighboring subdivision by using similar methods of construction. This includes wood framing, engineered wood siding, traditional roof materials and peaks, traditional window treatments, and stone accents on all sides of the building.

SITE LAYOUT

The overall site consists of a dental office building with a parking lot , and one singular access drive to North Shore Drive. The parking lot consists of 15 stalls with 1 handicap stall to comply with ADA requirements. A trash enclosure will be located at the south end of the parking lot allowing for easy access and lower visibility from the road. A monument sign will be located near the entrance for easy visibility to the N Shore Drive. Sidewalks will be in front of the building for access from the parking lot and along N Shore Drive for continuation of future neighborhood sidewalks.

- The west side yard is 32.5', and is proposed to be encroached by 9.2', giving a 23.3' side yard.
- The south rear yard is 27.8', and is proposed to be encroached by 10.4', giving a 17.4' rear yard.
- The east side yard is 32.5' and is not anticipated to be encroached.
- The north front yard is 25' and is not anticipated to be encroached.

SITE GRADING AND STORMWATER

The overall grading of the site generally slopes from northwest to southeast, matching the existing conditions of the site. The proposed building and paving will drain into landscaped areas prior to leaving the site. The slopes on site have been reduced to accommodate the parking lot paving by a retaining wall on the east and south side of the parking lot. This wall is intended to be segmented block and match the accents of the building.

SITE UTILITIES

Site Electrical

The parking lot, site access, and building egress paths will be lit with shielded fixtures on the southeast side of the site to limit exposure to the adjacent uses. The site lighting will be full cutoff and will meet requirements found in Section 34-305 of Hasting City code. It is anticipated that parking lot light poles will be 25' in height.

Sanitary Sewer

The proposed sanitary sewer will be tapped into the existing sanitary main northeast of the site northeast of N Shore Drive. Sanitary sewer service will be 4" SDR 35 with bends and clean outs as needed.

Domestic Water

The proposed water service will tap the existing water main northeast of N Shore Drive. The water service lines will have a curb stop that is easily accessible and will meet city code regulation's for size and type.

LANDSCAPING & IRRIGATION

The landscape plan will include plant beds along the front elevation of the building as well as along the proposed retaining wall and monument sign. There will also be a landscape bed along the west property line adjacent to the residential property to screen the uses. The plan will include a dense tree screening around the north and west sides of the building building, the specific tree species can be modified as the city see's fit. Areas not marked for landscape beds will be sodded. The entire site will be irrigated to keep the plants thriving throughout the season.

CONSTRUCTION TIMELINE

The construction of this project is anticipated to be one phase, and a typical timeframe for the project is approximately 16 months. The construction phasing will consist of the site being graded and retaining wall installation per the elevations shown on the construction documents, then utilities and building footings will begin. Once footings are complete the building framing will begin while the parking lot and sidewalks are paved. Lastly, the landscaping will be installed per plan to complete the overall site. The project is planned to start on July 1st, 2020 with the plan to be open for operations on September 1st, 2021.

Sincerely,



Kyle Crouch, PE
Project Manager

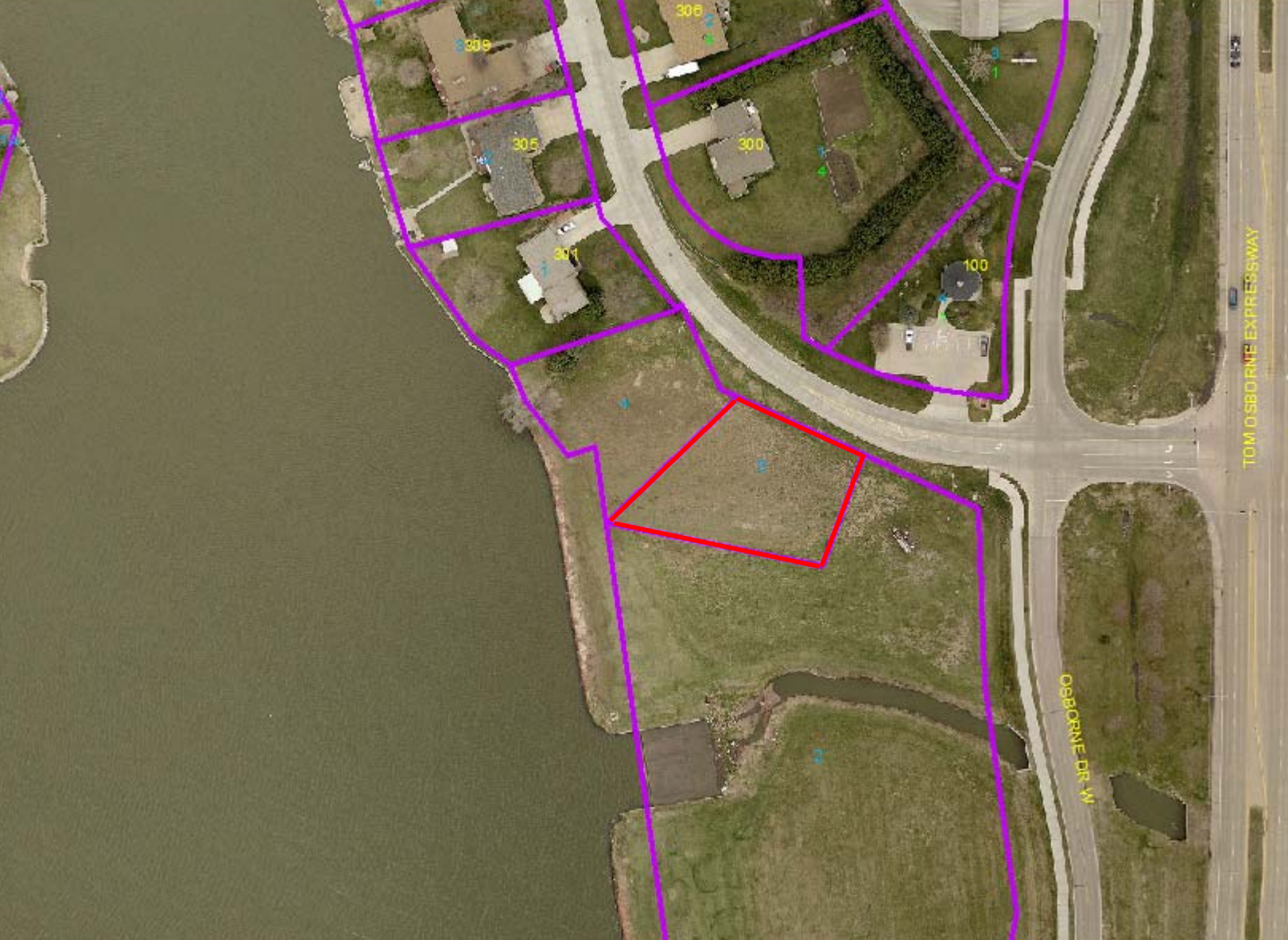
Property Development Mailing List



Addresses within 300 feet of property:

Parcel ID	Owner	Address	City, State, Zip	Zoning
010014988	William & Louan Woods	305 North Shore Dr.	Hasting, NE 68901	R-1
010015146	Dale & Sally Spilinek	301 North Shore Dr.	Hasting, NE 68901	R-1
010015147	Corey & Rebecca Anderson	1214 Hillcrest Dr.	Hasting, NE 68901	R-1
01001513	Brandon & Amanda Stalvey	306 North Shore Dr.	Hasting, NE 68901	R-1
010015133	Norman & Jeanne Sheets	300 North Shore Dr.	Hasting, NE 68901	R-1
010017054	Bruna Enterprises LLC	4740 W Prairie Lake Rd	Hasting, NE 68901	R-1
010015116	Hometown Bank	2815 Osborne Dr. West	Hasting, NE 68901	C-O





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305

301

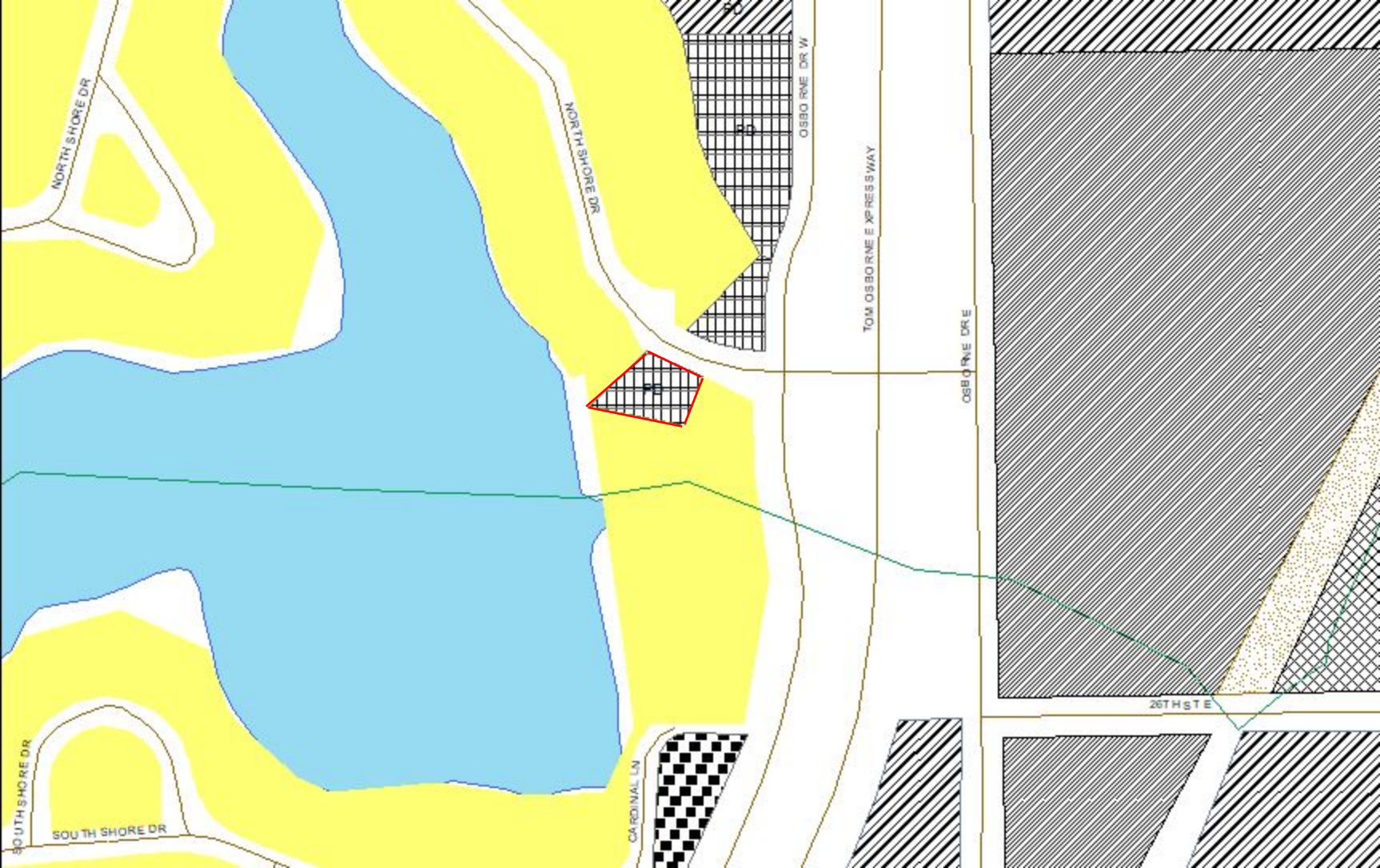
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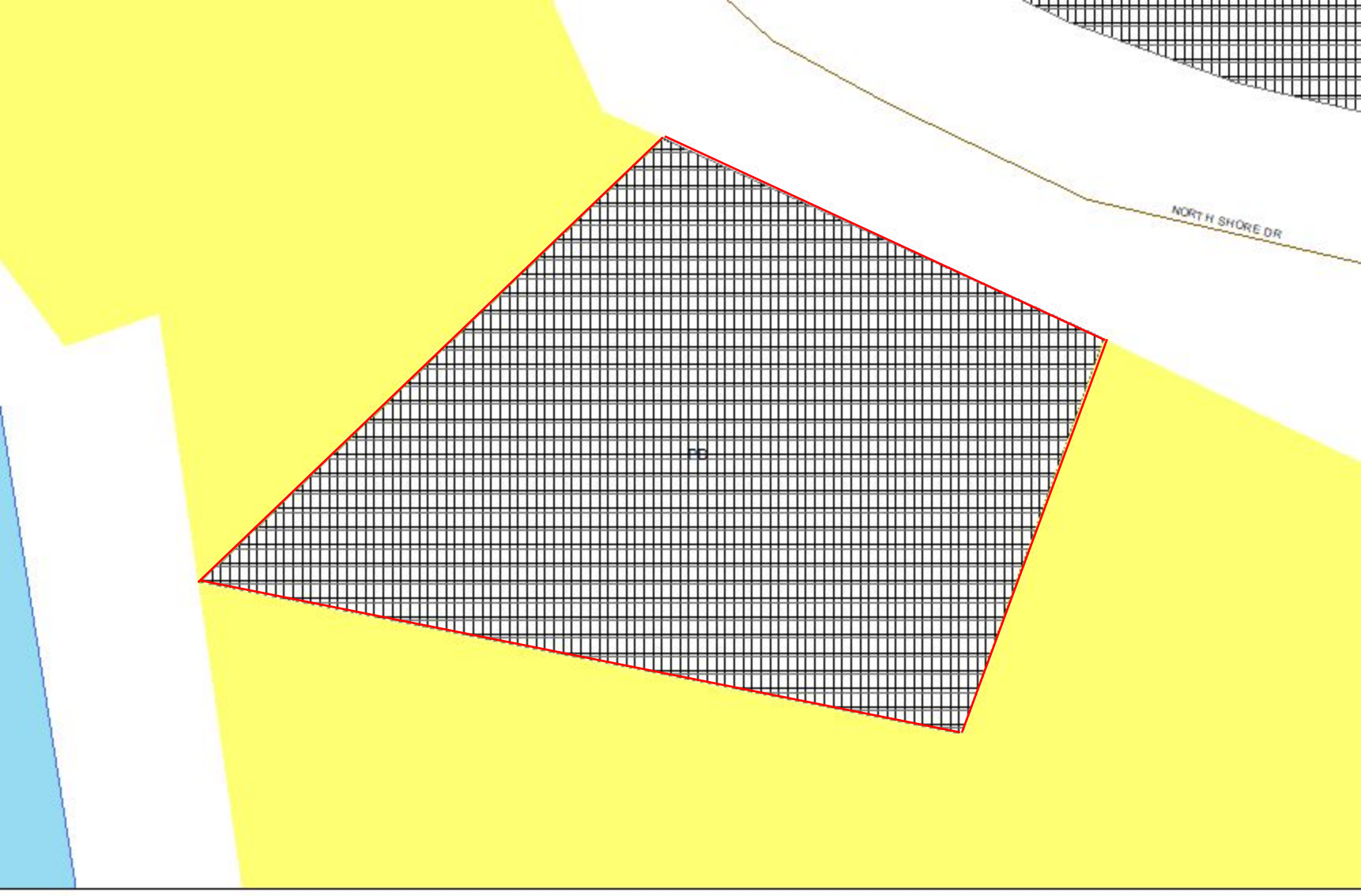
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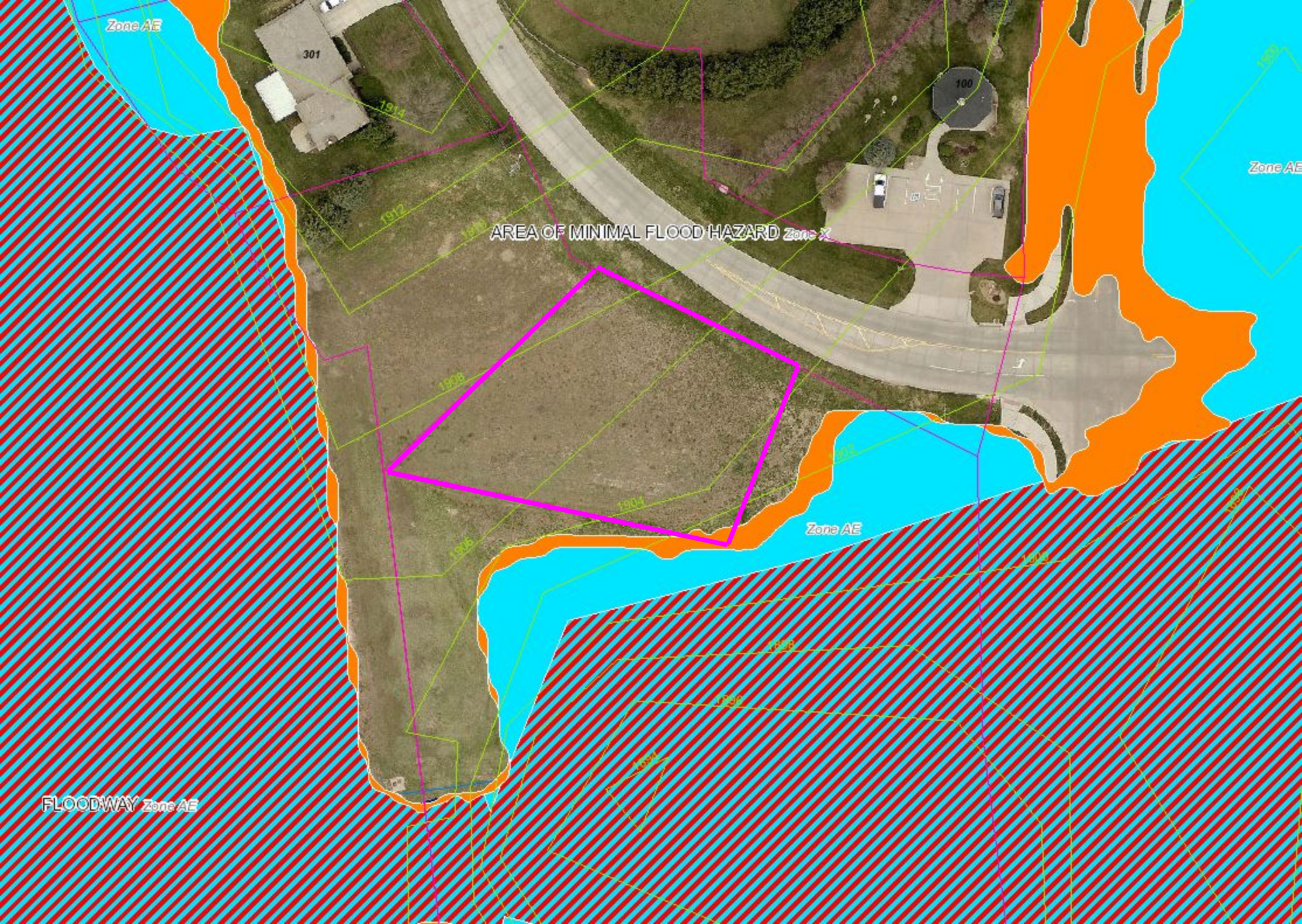
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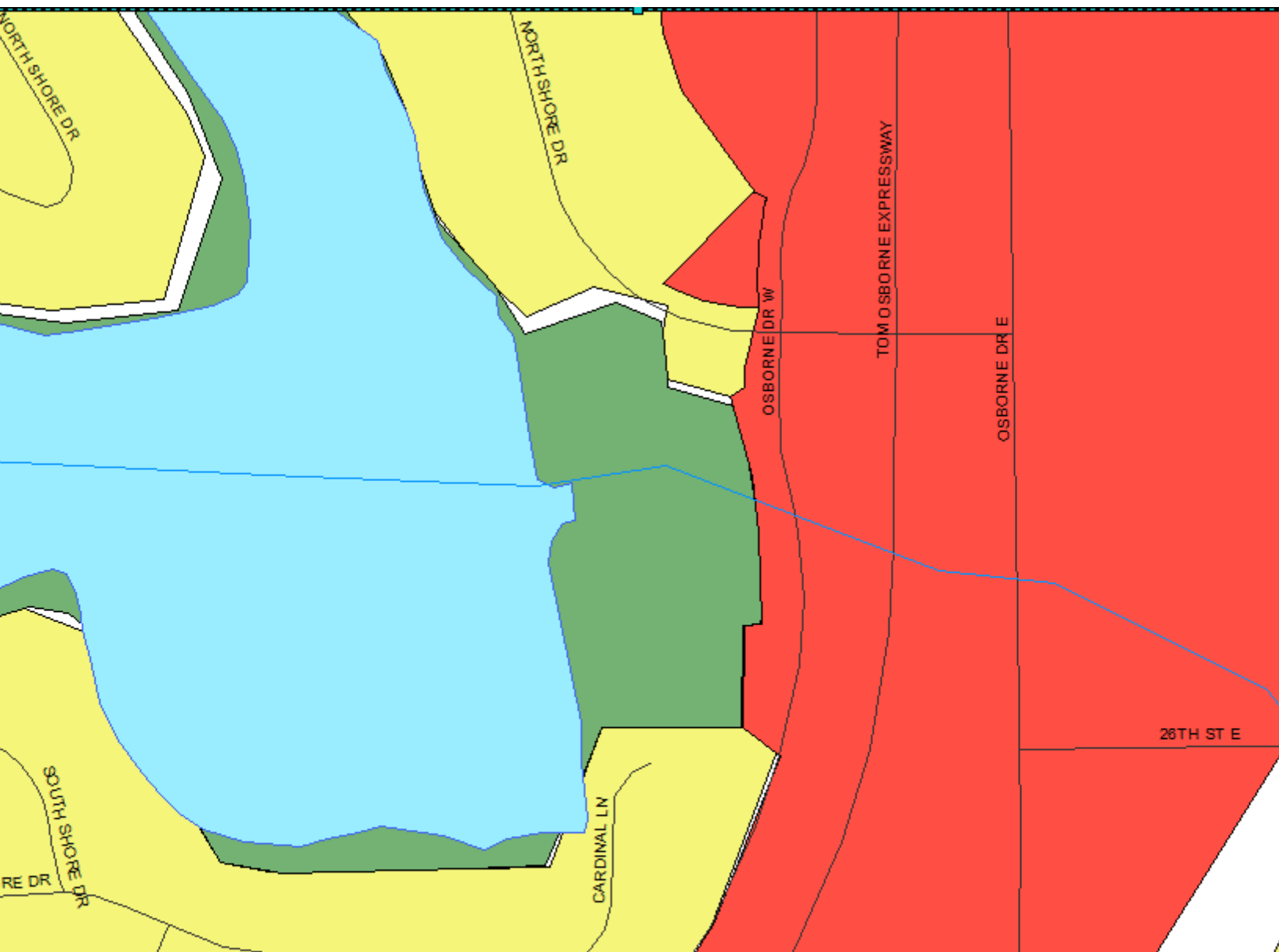
OSBORNE DR W

TOM OSBORNE EXPRESSWAY









re Land Use

Hastings, Nebraska



0 200 400 Feet

Land Use:

- Rural Residential
- Suburban Residential
- Urban Residential

- Mixed-Use - Neighborhood
- Mixed-Use - Community
- Mixed-Use Downtown
- Commercial/Retail
- Employment/Industrial

- Public / Semi-Public
- Parks & Recreation
- Agriculture

Overlay Districts:

- South Burlington Overlay
- Highway 6 Overlay
- Urban Industrial Overlay

- Floodplains
- City Boundary
- ETJ Boundary

RESOLUTION NO. 2020-29

WHEREAS, Sean Daly, LLC, a Nebraska Limited Liability Company filed an application with the Hastings Planning Commission for a planned development; and

WHEREAS, the Hastings Planning Commission held a public hearing for the Planned Development and recommended approved the preliminary plan on April 20, 2020; and

WHEREAS, the Hastings City Council conducted a public hearing on May 11, 2020, as required by law to consider the preliminary development plan on May 11, 2020; and

WHEREAS, the Council finds that the preliminary plan and the use and design contained therein meet the intent of the comprehensive plan.

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

BE IT RESOLVED by the Mayor and City Council of the City of Hastings, Nebraska, that the preliminary plan attached hereto, marked as “Exhibit A”, and incorporated herein by this reference for a dental office on N. Shore Drive, Hastings, Adams County, Nebraska for the property described as Lot 3, Anderson Second Subdivision, of Hastings, Adams County, Nebraska is hereby approved subject to the requirement that before submitting final plans to the Development Services Department the preliminary plans shall be modified as follows:

1. Applicant must submit a Development Permit for monument sign that will meet the regulations described in Zoning Code 34-309.02.
2. Any necessary changes to the landscape plan must be incorporated by the applicant prior to final development plan approval.
3. Applicant must also submit a Development permit for building and the development must receive final approval in accordance with building code prior to construction.
4. Applicant to work with City Staff to incorporate ingress/egress lighting that is appropriate, no greater than 25' in height and full cutoff, but will also consider safety for drivers entering and exiting this access point. Applicant's depiction of light poles noted on latest site plan is to be amended according to this coordination after Staff has reviewed with the applicants lighting consultant with consideration of neighborhood adjacent residential properties.

PASSED AND APPROVED this ____ day of May, 2020.

Mayor

ATTEST:

City Clerk

(S E A L)

Approved as to form: _____
City Attorney

Department: Development Services

Staff Contact: Lisa Parnell-Rowe

Council Meeting Date: 5/11/2020

AGENDA ITEM SUMMARY SHEET

Description of Item:

Public hearing on a request for a Conditional Use Permit for a Church Use at 408 North Minnesota Avenue, City of Hastings, Adams County, Nebraska.

Resolution No. 2020-26 approving the Conditional Use Permit (CUP) for a Church Use at 408 North Minnesota Avenue, in 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:

Conditional uses may be approved by the Hastings City Council following a public hearing and receipt of a recommendation from the Planning Commission as provided in Section 34-401 of City Code.

Type of action requested:

Resolution

Suggested motion:

Motion to approve Resolution 2020-26, a Conditional Use Permit (CUP) for a Church Use at 408 North Minnesota Avenue, in the City of Hastings, Adams County, Nebraska, subject to following conditions:

- 1) Should the OASIS Church Inc. congregation grow to an occupancy level of 50, they must either relocate or resubmit a plan to expand their occupancy within this business center. This will require an amendment to this CUP and public hearings at both Planning Commission and City Council.
- 2) Once CUP approval is fully obtained it must be followed by submittal of a building permit for the interior remodel. The plans that will be submitted as part of that permit must be completed to scale of 1/4" to 1' and include greater attention to detail.
- 3) If applicant desires to use signage a development permit must be submitted and approved by the Development Services Department along with ownership authorization.

4) In order for the applicant to utilize the door at the rear of the room as an exit, the means of egress shall be made to comply with IBC 1016.2 Item 5, by separating the path of exit travel from the furnace room & closet.

Deadlines associated with action:

Building permit and any additional development permits (i.e., signage) must also be submitted for Staff review/approval.

Department head comments:

1. The proposed development will be compatible with existing and permitted land uses and with permitted uses. Surrounding land uses are:

C-3, Commercial business district covers the northern half of the plaza and then across 5th Street right-of-way there is C-O, Commercial office non-retail district further north to 7th Street; Additional I-1 Light Industrial zoning and C-1, Local Business Districts then carry on further south and then folds into R-1 approximately 3 blocks east; directly to the west of this location there is also C-1, Local Business Districts which is only a pocket of concentration among a predominantly R-3, Multiple Family Residential District.

The location is currently zoned I-1.

2. The use does not have a permanent negative impact.

This area has optimal vehicular traffic circulation with local street frontage off of Minnesota Avenue

There may be music during service times, but this should be limited only to Sunday mornings starting at 10 A.M. and Wednesday evenings at 6 PM. The maintenance of logical and efficient development patterns and land use mixtures. The development pattern of uses in this area has long ago been set with the development of this plaza which appears to have all along been known to house commercial professional personal services and retail. In fact, the northern portion of this complex is zoned C-3, Commercial business district. A good majority of the adjacent property is also commercial-zoned, yet there are areas in close proximity of high density residential and R-1 that will benefit from another community-oriented assembly.

3. The conditions imposed are necessary to ensure the maintenance of property values and the safety, health, comfort, and repose of the residents.

Staff has conducted an initial occupancy estimate based on the draft floor plan, parking plan and site parking availability. A final floor plans will be required as part of the building permit. We have therefore estimated a maximum occupancy level where applicant should start to consider other options to be 50. We are recommending that a condition be placed on the applicant to either

relocate or resubmit a plan to expand their occupancy within this business center when they reach a congregation level of 50. This would require an amendment to this CUP and public hearings at both Planning Commission and City Council. Additionally, we are asking the applicant to also submit a development permit for any signage that might be necessary.

4. The use, subject to conditions, maintains compliance with the Comprehensive Plan and the purpose and intent of the zoning regulations.

Planning Commission voted 9-0 to recommend approval of this Conditional Use Permit at the April 20, 2020 meeting. This approval included the four conditions listed in Resolution 2020-26 and the suggested motion.

City Administrator comments:

Recommend approval



City of Hastings
Development Services Department
Zoning Development Approval (ZDA)
Conditional Use Permit Application

Date:

Please fill out the Pre-Qualification form first if you are unsure of what action needs to occur. Contact Development Services for minimum requirements at 402-461-2302. Incomplete applications will not be processed. All applications must be complete prior to submission. Deadline for Planning Commission Approval is the last Monday of each month or ZDA will be held until the next months session.

Property Address:	408 N Minnesota
Legal Description:	LTS 1-10 BLK 9 E VAC ALLEY EPT 4th ST E N 7' LTS 1-5 BLK 16
Current Zoning:	1 - 1 JOHN JONES ADD BLK 9
Proposed Use:	CHURCH; Civic Use Neighborhood Assembly Spiritual Welfare
Description of Proposed Use:	To use as a church and its ordinary functions. Preaching the Word, Holy Communion, Prayer.

Applicant:	CHAD CARREL / OASIS CHURCH	Company:	OASIS CHURCH
Address:	1001 N SAUNDERS	Telephone:	402-705-2035
City/State/Zip:	HASTINGS NE 68901	Email:	pschadcarrel@gmail.com
Property Owner:	Bonnaville Plaza Corp	Company:	
Address:	2750 Osborne Dr East	Telephone:	402 463-4000
City/State/Zip:	HASTINGS NE 68901	Email:	
Key Contact:	Diane Jones	Company:	
Address:	810 N Shore Dr	Telephone:	402 469-4777
City/State/Zip:	HASTINGS NE 68901	Email:	

If the Applicant is not the Owner, an Owner Verification Form must be filled out and sent to the Owner for authorization of the application. This form is also available at www.cityofhastings.org.

I hereby acknowledge that all information provided with this application is true to the best of my knowledge. You will be required to upload a copy of a Site Plan and a Detailed Narrative Statement (Refer to sections 34-402 through 34-404 of the Hastings City Code) for the proposed changes upon completion of this form.

Signature of Applicant:	Chad Carrel	Date:	3/27/20
-------------------------	-------------	-------	---------

HDS Staff Comments:	
---------------------	--

HDS Staff Acceptance:		Date:	3/30/2020
HDS Application Number:		HDS Case #:	
Total Fee:	400 ⁰⁰		

PAID
CK 1817

**PROJECT APPLICATION**

City of Hastings – Development Services
220 N. Hastings Avenue, Hastings, NE 68901
Phone: (402) 461-2302; Fax: (402) 461-2304
www.cityofhastings.org

Please check the appropriate box below to indicate the type of application you are requesting. Contact Development Services for minimum requirements. Incomplete applications will not be processed. All applications must be completed by applicant prior to submission with all of the requested support materials by the last Monday of each month or they will be held until the next deadline to be processed.

- | | | | |
|--|---|--|--|
| ☐ Preliminary Plat | ☐ Final Plat | ☐ Short Plat | ☐ Administrative Plat |
| ☐ Code Amendment | ☐ Zoning Change | ☐ Vacation (Plat / ROW / Easements) | |
| ☒ Conditional Use Permit / Amendment | ☐ Planned District / Amendment | | |
| ☐ Comprehensive Plan / Amendment | ☐ Annexation Petition / Addition to the City | | |

PROJECT INFORMATION

Project Name: OASIS CHURCH

Project Address: 408 N Minnesota Within City Limit ☒ Yes ☐ No

Existing Zoning: 1-1 Proposed Zoning / Use: Civic Use Neighborhood Assembly Spiritual Welfare

Existing Comprehensive Plan Designation: _____ Gross Area: _____

Legal Description: LOTS 1-10 BLK 9 VAC ALLEY EPT 4TH ST E N 7' LOTS Number of Lots: _____
JOHNSONS ADD BLK 9 1-5 BLK 16

APPLICANT INFORMATION

Applicant: CHAD CASSEL Company: OASIS CHURCH

Address: 1001 N Saunders Tel: 402 705-2035 Fax: _____

City: HASTINGS State: NE Zip: 68901 Email: pschadcasel@gmail.com

Property Owner: Bonnaville Plaza Corp. Company: _____

Address: 2950 Osborne Dr East Tel: 402 463-4000 Fax: _____

City: HASTINGS State: NE Zip: 68901 Email: _____

Key Contact: Diane Jones Company: _____

Address: 810 N Shore Dr Tel: 402 469-4199 Fax: _____

City: HASTINGS State: NE Zip: 68901 Email: _____

I hereby acknowledge that all information provided with this application is true to the best of my knowledge.

Diane Jones 3-26-2020

Property Owner Signature

Date

Applicant Signature

Date

DEPARTMENTAL USE ONLY

Fees: _____

Receipt No. _____

Accepted by Staff: _____ Case No. _____

Signature

Owner's Authorization Letter

I/we hereby certify that I/we are the owner(s) of the property described herein. I/we am/are respectfully requesting processing and approval of the application(s) referenced herein. I/we hereby authorize the Applicant(s) listed on this application to act on my/our behalf during the processing and presentation of this request. The person(s) identified as Applicant shall be the principal contact with the City in processing this application.

Project OASIS CHURCH
Address/Location 408 N Minnesota
Legal Description LTS 1-10 BLK 9 & VAC ALLEY & PT 4th ST & ND' LTS 1-5 BLK 16
JOHNSONS ADD BLK 9

Applicant(s) Chad Land (OASIS CHURCH)

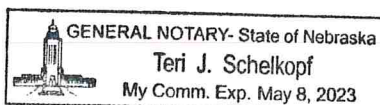
Diane L Jones
Owner Owner's Signature

Owner Owner's Signature

State of Nebraska)
) ss:
County of Adams)

The foregoing document was acknowledged before me this 27th day of March

2020, by Diane L Jones



Teri J Schelkopf
Notary Public

Oasis Church
Narrative
Depot Plaza
408 N Minnesota

Oasis Church is a nondenominational fellowship of fewer than twenty members. We are reaching out to the hurting, hungry and helpful in order to further the Gospel of Jesus Christ.

Oasis church had been a tenant of the Imperial Mall. The church was served an eviction notice by the Mall's attorney in March of 2019. Oasis was not given a reason for the eviction. In the following months, Imperial Mall was closed for business.

Since that time Oasis has been renting from the C3 Hotel and Convention Center. This has required our fellowship to "set up" and "tear down" seating, sound equipment and a book table every Sunday. We have been looking for a permanent meeting facility since our eviction from the Mall.

In recent weeks the C3 Hotel has closed the convention facility due to the covid-19 virus.

A permanent location will greatly assist our ministry goals. We will once again have a food pantry ministry and assist those who have been dislocated from their place of residence. This location is centrally located in Hastings which makes it a great fit for outreach to the community.

Pastor Cassel contacted Diane Jones (Bonnavilla Plaza) regarding the potential lease of #408 N. Minnesota at the Depot Plaza. Oasis Church signed a lease with Bonnavilla pending approval by the City of Hastings and the appropriate codes and zoning.

The considered use of space #408 is as follows: Regular Sunday morning worship services with the potential of adding Sunday evening services. The church also has a weekly Bible Study held on Wednesday evenings beginning at 6:00 p.m. The church may also hold Friday and Saturday evening services three to four times per year.

Our interior remodeling plans will revolve around the renovation of restrooms. Once determination is reached regarding compliance of restrooms to code, the floor plan will have a lobby, sanctuary, small meeting room and storage closet.

State Farm Insurance and Adams County Chiropractic have both concluded there will not be a conflict of interest with Oasis Church regarding parking. Their business hours are not during Oasis Church service times.

Thank you for your consideration

A handwritten signature in cursive script, appearing to read "Pastor Chad".

Pastor Chad Cassel, President Oasis Church

enclosures: Map
Floor plan
Parking
Adresses



430 Lighthouse Counseling
 426 Bella Donna Spa
 418 Kristin's Spa
 416 Future's Family Services
 410 State Farm Insurance

408 Oasis Church
 406 Adams Co Chiropractic
 404 Meraki Salon
 400 Quirk Land & Cattle
 322 Alexander Law Office

401 Ros Maria Wellness
 100 Mexican Store

Oasis Church
Parking Narrative
Depot Plaza
408 N Minnesota

The Depot Plaza provides 43 off street parking stalls which includes four handicap accessible stalls.

Oasis Church (#408) has three stalls (including one handicap) adjacent to its storefront. Directly across the parking lot to the west of the storefront are four more parking stalls. Oasis Church will primarily use parking stalls on Sunday morning at 10:00 a.m. and Wednesday evening at 6:00 p.m. Neighboring businesses are closed during these times.

Please find the enclosed statements from Adams County Chiropractic and Laura Schneider (State Farm Insurance). Both businesses have expressed that they do not have any concerns regarding parking.

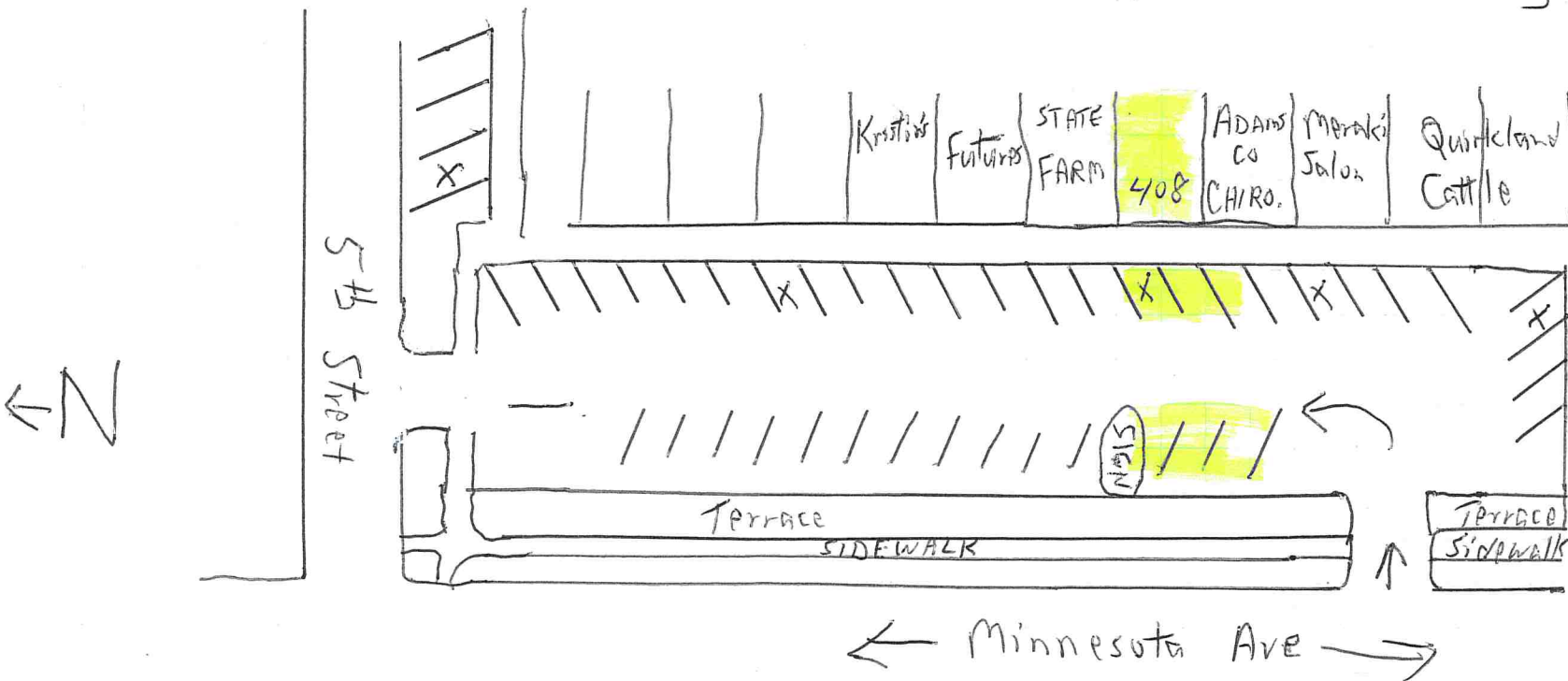
Thank you

A handwritten signature in cursive script that reads "Pastor Chad".

Pastor Chad Cassel / Oasis Church

enclosures: Adams County Chiropractic
State Farm Insurance (Laura Schneider)

Depot Plaza Parking



X = handicap parking

$\frac{1}{4}'' = 15'$

43 Total stalls including 4 handicap

Laura Schneider

Auto-Life-Health-Home and Business

E-mail: Laura@lauraschneideragency.com

410 N Minnesota Ave

Hastings, NE 68901

Office: 402-463-5408 Fax: 402-463-6347

March 26, 2020

To Whom this may concern:

I have no issues with the church operating next door to me. My understanding is they will be operating at hours my office would not be open and therefore parking would not be impacted.

Sincerely,



Laura Schneider, agent

State Farm Insurance and Financial Services

ADAMS COUNTY CHIROPRACTIC CLINIC, PC
JOHN A CERVENY, D.C.
406 N. MINNESOTA AVE
HASTINGS, NE 68901
Phone (402)463-5111

March 27, 2020

RE: Oasis Church

To Whom It May Concern:

I do not have any concerns at this time with Oasis Church and parking in the Depot Plaza lot as long as it is not during my normal business hours where parking spots might be taken up or excessive sound would not be produced during those times. That would be M-F 8-5. It sounds like they will not be active during that time so if that is the case, I am ok with it.

If you have any further questions, please contact us at 402-463-5111.

Sincerely,

 
John A. Cerveny, DC

Oasis Church
1001 N Saunders
Hastings, NE 68901

Depot Plaza Project
408 N Minnesota

Lisa Parnell-Rowe,

Please find two drawings of possible floor plans for 408 N Minnesota.

Both restrooms in the drawings are already exiting.

Floor plan "A" is a plan which would require our having two restrooms.

Floor plan "B" is a plan which would require our having one unisex restroom. In this case, one restroom would be removed to allow for more sanctuary space.

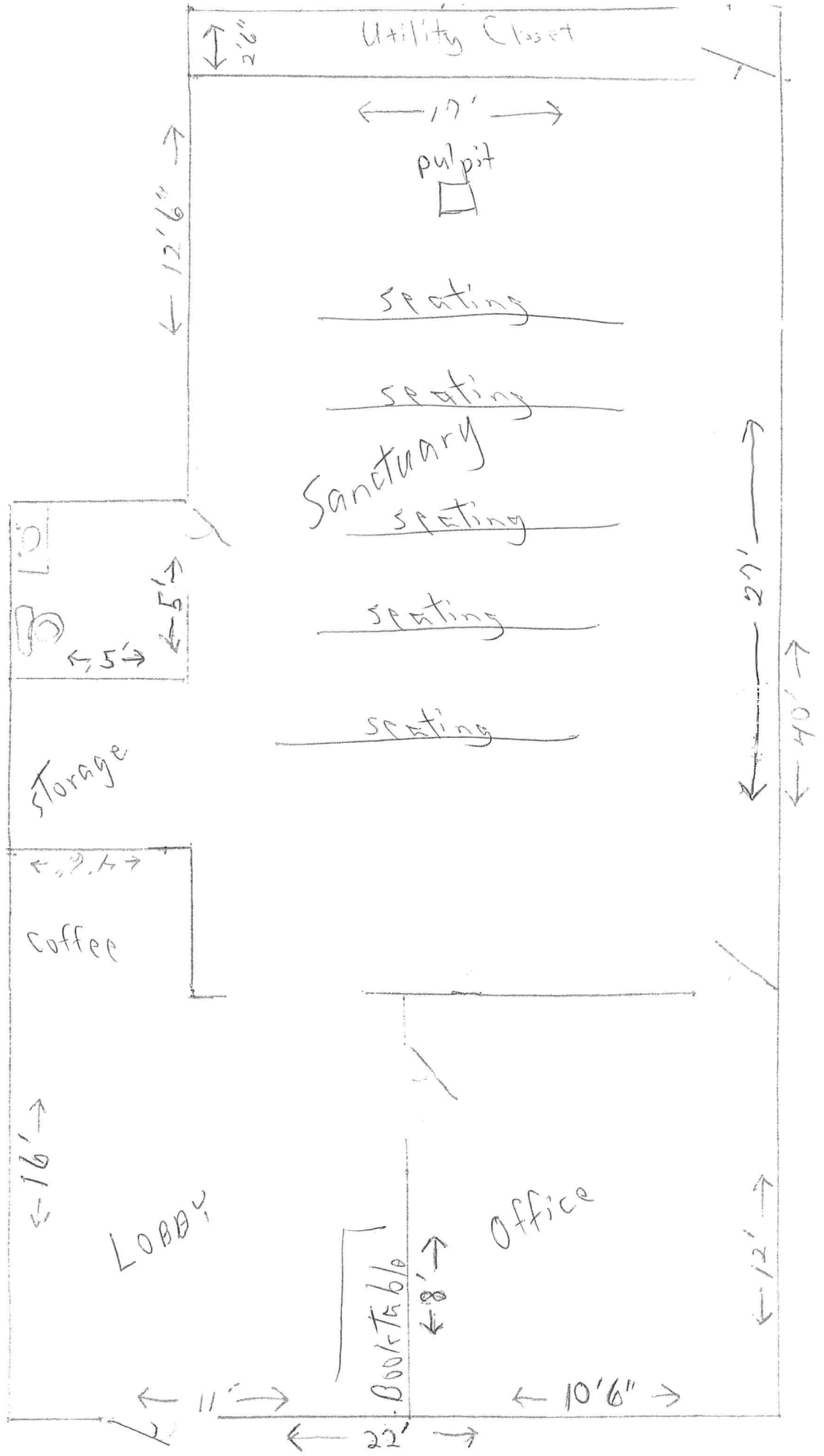
Thanks for your time.

Have a great Easter weekend!

Pastor Chad

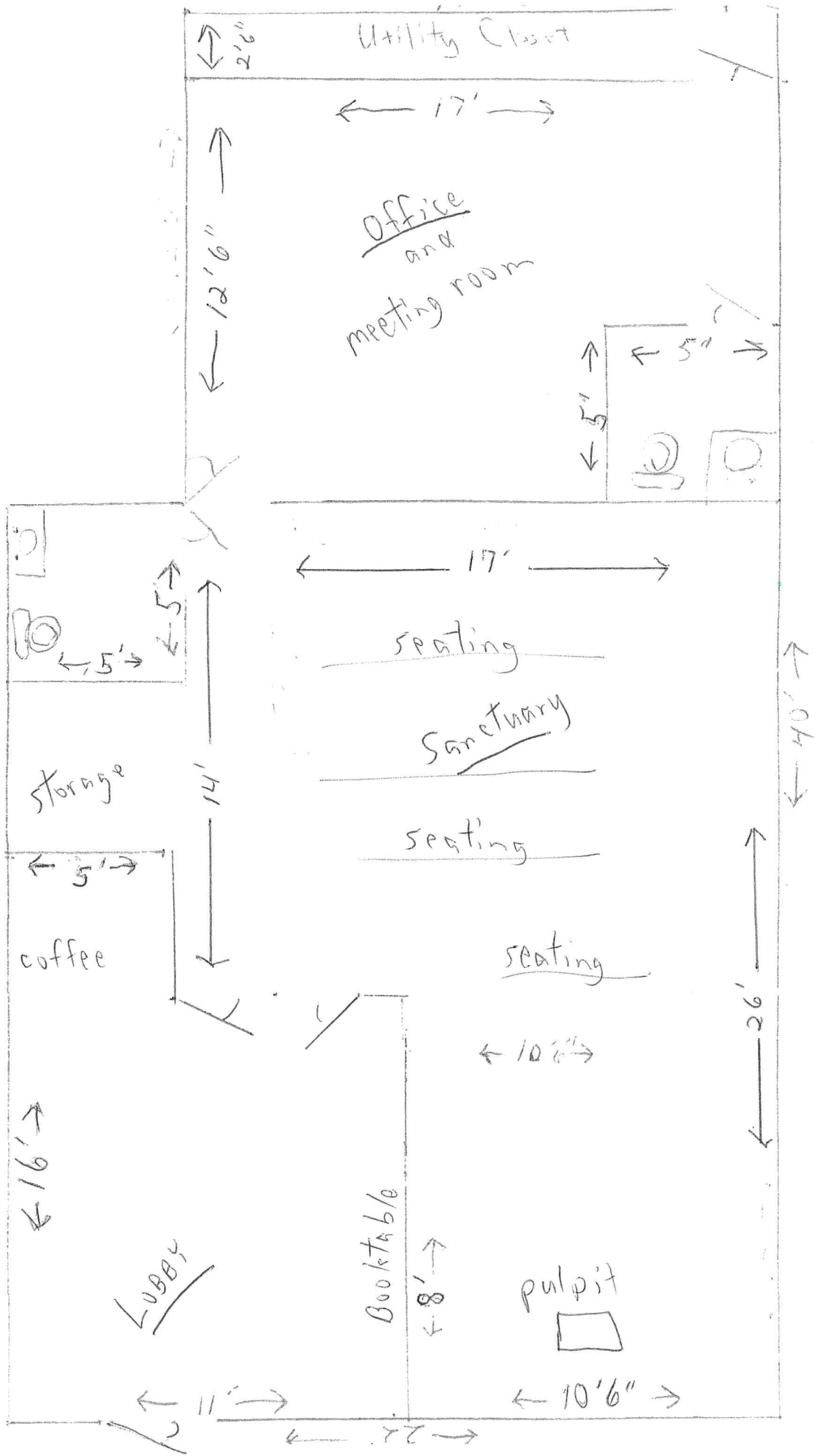
"B"

← N



"A"

← N



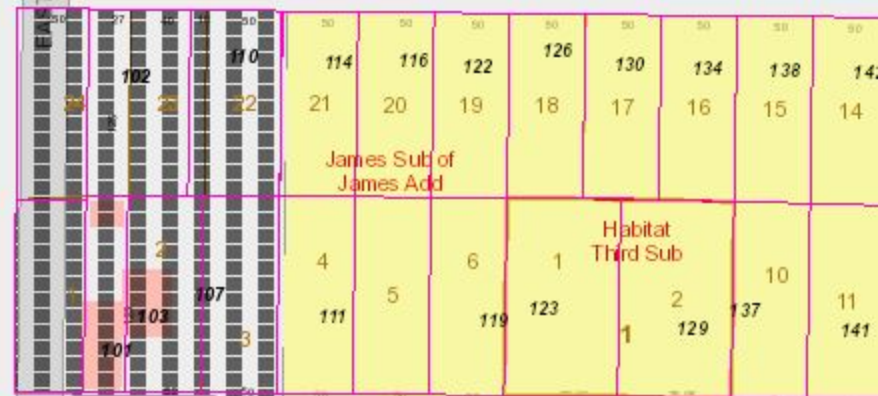
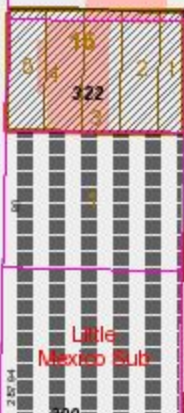
6TH ST W



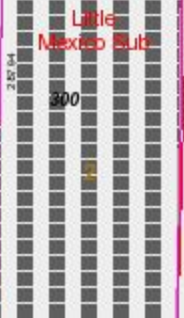
Palmer's Sub of
Palmer's Add



Palmer's Add
5TH ST



4TH ST



3RD ST

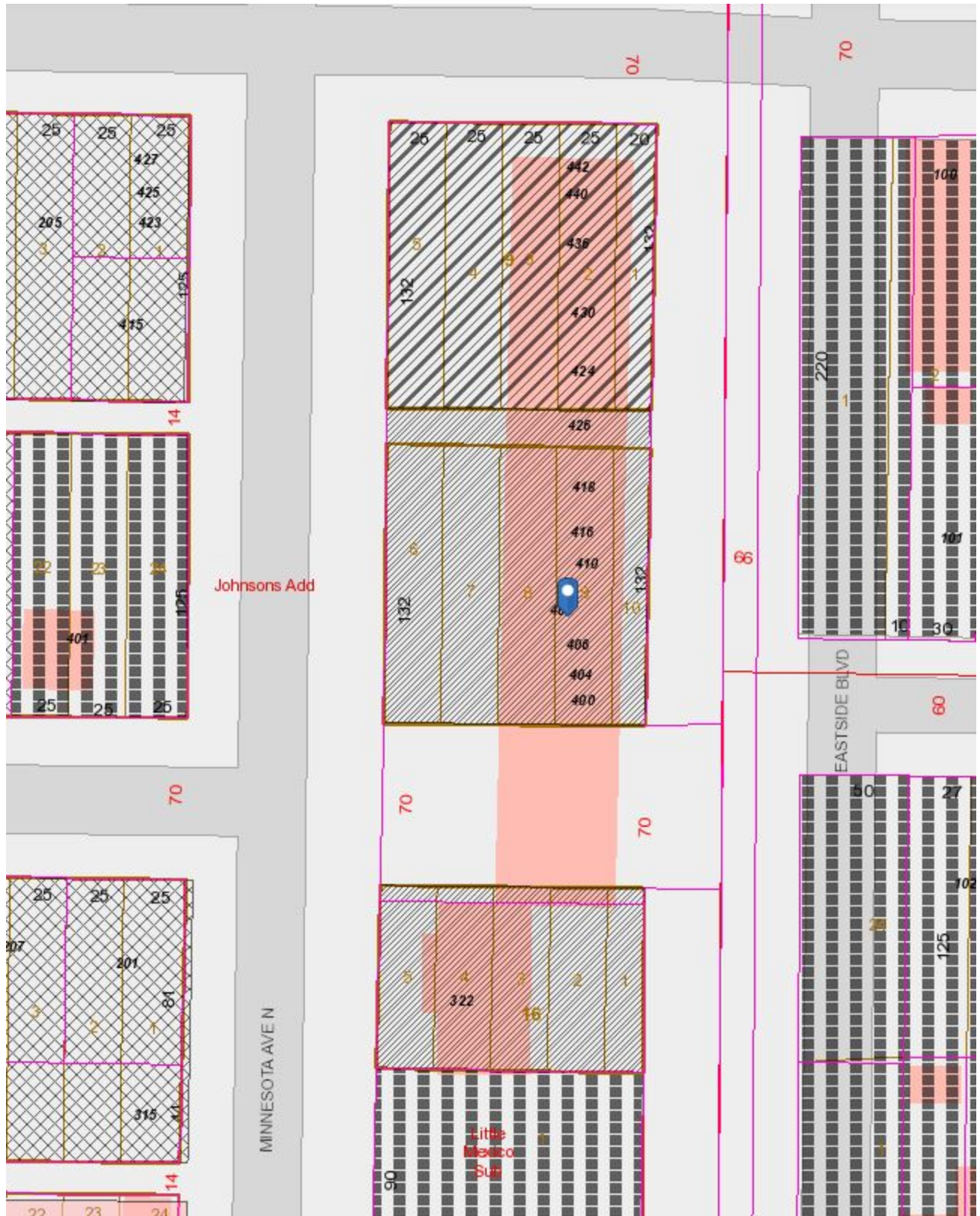
COLORADO AVE N

MINNESOTA AVE N

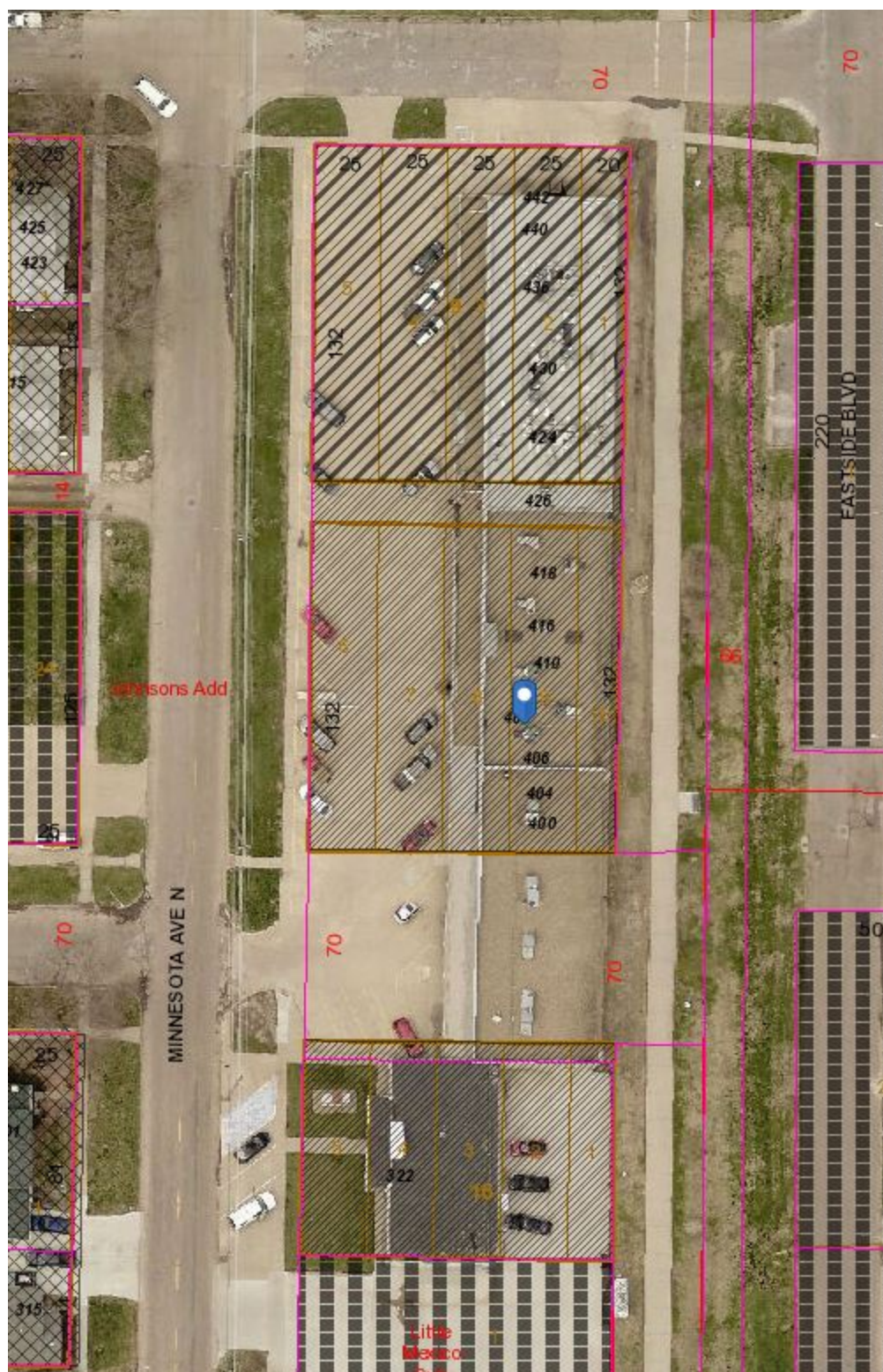
Little
Mexico Sub

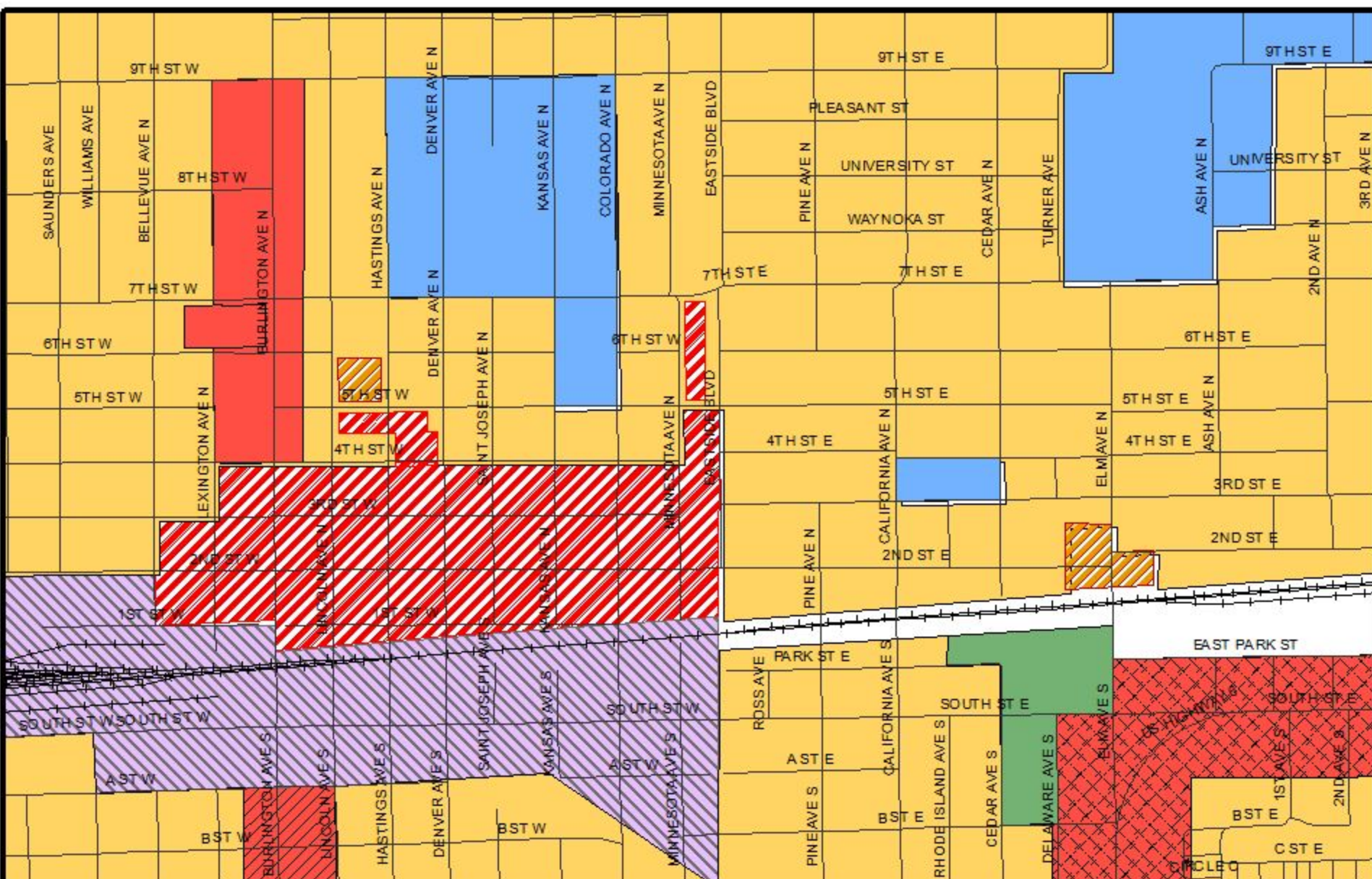
Edgemont Sub

Bellevue
Add









Future Land Use

City of Hastings, Nebraska



0 320 640 1,280 Feet

Land Use:

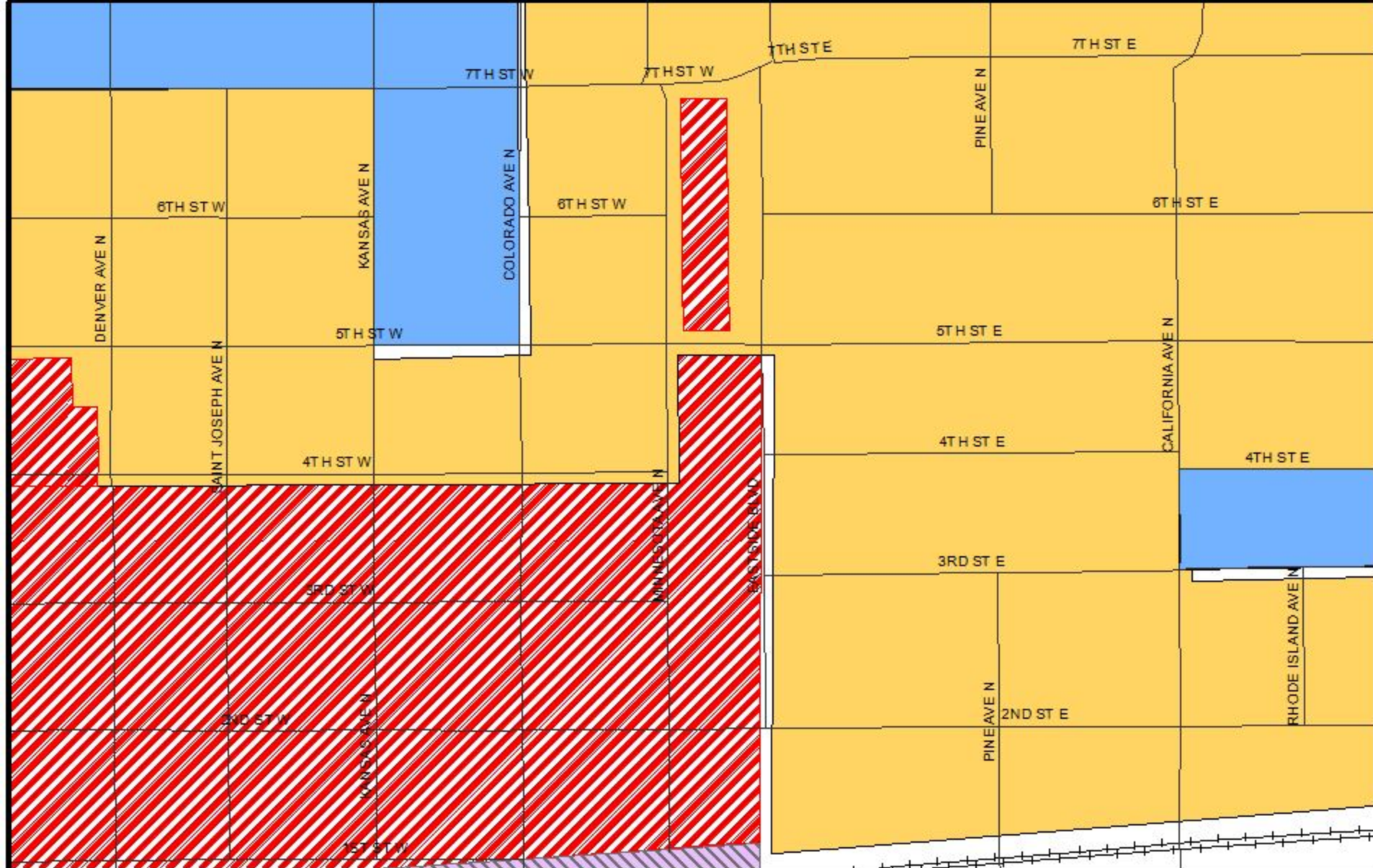
- Rural Residential
- Suburban Residential
- Urban Residential

- Mixed-Use - Neighborhood
- Mixed-Use - Community
- Mixed-Use Downtown
- Commercial/Retail
- Employment/Industrial

- Public / Semi-Public
- Parks & Recreation
- Agriculture

Overlay Districts:

- South Burlington Overlay
- Highway 6 Overlay
- Urban Industrial Overlay
- Floodplain
- City Boundary
- ETJ Boundary



Future Land Use

City of Hastings, Nebraska



0 140 280 560 Feet

Land Use:

- | | | | |
|---|----------------------|---|--------------------------|
|  | Rural Residential |  | Mixed-Use - Neighborhood |
|  | Suburban Residential |  | Mixed-Use - Community |
|  | Urban Residential |  | Mixed-Use Downtown |
| | |  | Commercial/Retail |
| | |  | Employment/Industrial |

Overlay Districts:

- | | | | | | |
|---|----------------------|---|--------------------------|---|---------------|
|  | Public / Semi-Public |  | South Burlington Overlay |  | Floodplain |
|  | Parks & Recreation |  | Highway 6 Overlay |  | City Boundary |
|  | Agriculture |  | Urban Industrial Overlay |  | ETJ Boundary |

RESOLUTION NO. 2020-26

WHEREAS, the City of Hastings Municipal Code establishes regulations, requirements, and specific conditions for approving and issuing Conditional Use Permits (CUP) for development projects that require conditional approval by resolution approved by the Mayor and City; and

WHEREAS, applicant The Oasis Church, Inc., a nonprofit Nebraska Corporation, has submitted an application for the approval of a Conditional Use Permit to operate a Church Use and Neighborhood Assembly on a portion of the property zoned I-1, Light Industrial, and described as 408 North Minnesota Avenue, Hastings, Nebraska; and

WHEREAS, the Planning Commission conducted a public hearing on April 20, 2020 as required by law following said hearing, and recommended approval of the CUP with certain conditions to be included in the CUP; and

WHEREAS, the City Council conducted a public hearing on May 11, 2020 as required by law to consider the CUP application; and

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

BE IT RESOLVED by the Mayor and Council of the City of Hastings, Nebraska, does hereby approve the Conditional Use Permit for a Neighborhood Assembly, located at 408 North Minnesota Avenue, Hastings, Nebraska, subject to the following conditions:

1. In the event The Oasis Church Inc. congregation grows to an occupancy level of 50, they must either relocate or resubmit a plan to expand their occupancy within this business center. This will require an amendment to this CUP and public hearings at both Planning Commission and City Council.
2. A submittal of a building permit application for the interior remodel. The plans that will be submitted as part of that permit must be completed to scale of ¼" to 1'.
3. If applicant desires to use signage, a development permit must be submitted and approved by the Development Services Department along with ownership authorization.
4. If applicant desires to utilize the door at the rear of the room as an exit, the means of egress shall be made to comply with item 5 of Section 1016.2 of the International Building Code by separating the path of exit travel from the furnace room and closet.

PASSED AND APPROVED this ____ day of May, 2020.

ATTEST:

Corey Stutte, Mayor

Kimberly S Jacobitz, City Clerk

[S E A L]

Approved as to form: _____
Clint Schukei, City Attorney

Department: Development Services
Staff Contact: Lisa Parnell-Rowe
Council Meeting Date: 5/11/2020

AGENDA ITEM SUMMARY SHEET

Description of Item:

Public hearing to consider Plan Modification No. 2020-2 to Redevelopment Plan #1 for Lots 4 and 5, Block 26 in the Original Town of Hastings, Adams County, Nebraska, commonly addressed as 615 West 1st Street.

Resolution No. 2020-25 approving Plan Modification No. 2020-2 to Redevelopment Plan #1 for Lots 4 and 5, Block 26, Original Town of Hastings, Adams County, Nebraska, commonly addressed as 615 West 1st Street.

Names of People/Business affected by this action:

The applicant, the people of Hastings, the Community Redevelopment Authority, the taxing authorities within Adams County, and the City.

Why Council action is required:

A Planning Commission recommendation is required prior to City Council approval as required by Neb. Rev. Stat. 18-2112.

Type of action requested:

Resolution

Suggested motion:

Motion to approve Resolution 2020-25, Plan Modification No. 2020-2 to Redevelopment Plan #1 for Lots 4 and 5, Block 26, Original Town of Hastings, Adams County, Nebraska, commonly addressed as 615 West 1st Street.

Deadlines associated with action:

Department head comments:

ABBC Restorations, LLC intends to purchase and renovate the property at 615 West 1st Street. The intent is to convert into commercial and residential condominium uses.

The applicant intends to utilize Tax Increment Financing (TIF) to aid in site acquisition, preparation, interior demolition, structural rehabilitation, façade enhancements, architectural,

engineering, and planning costs, capitalized interest, legal fees, public parking, and other eligible public improvements in accordance with the Redevelopment Plan estimated to cost \$433,000.00. The anticipated project valuation upon completion is anticipated at \$385,530.00.

Plan Modification 2020-2, attached, details further information.

On April 20, 2020 the Planning Commission voted 9-0 to forward a recommendation for approval to City Council.

City Administrator comments:

Recommend approval

**PROJECT APPLICATION**

City of Hastings – Development Services
220 N. Hastings Avenue, Hastings, NE 68901
Phone: (402) 461-2302; Fax: (402) 461-2304
www.cityofhastings.org

Please check the appropriate box below to indicate the type of application you are requesting. Contact Development Services for minimum requirements. Incomplete applications will not be processed. All applications must be completed by applicant prior to submission with all of the requested support materials by the last Monday of each month or they will be held until the next deadline to be processed.

- | | | | |
|---|---|--|--|
| ☐ Preliminary Plat | ☐ Final Plat | ☐ Short Plat | ☐ Administrative Plat |
| ☐ Code Amendment | ☐ Zoning Change | ☐ Vacation (Plat / ROW / Easements) | |
| ☐ Conditional Use Permit / Amendment | ☐ Planned District / Amendment | ☒ Modification to Redevelopment Plan | |
| ☐ Comprehensive Plan / Amendment | ☐ Annexation Petition / Addition to the City | | |

PROJECT INFORMATION

Project Name: Plan Modification No. 2020-2 to Redevelopment Area #1

Project Address: 615 W. 1st Within City Limit ☒ Yes ☐ No

Existing Zoning: C-2 Commercial Proposed Zoning / Use: C-2 Commercial

Existing Comprehensive Plan Designation: Mixed Use Downtown Gross Area: 2,374 sq ft

Legal Description: Lots Four (4) and Five (5), Block Twenty-Six (26), Original Town, now City of Hastings, Adams County, Nebraska, according to the recorded plat thereof. Number of Lots: Two

APPLICANT INFORMATION

Applicant: Randal Chick Company: Community Redevelopment Authority

Address: 301 S. Burlington Tel: (402) 461-8415 Fax: _____

City: Hastings State: NE Zip: 68901 Email: bidcra@gmail.com

Property Owner: Community Redevelopment Authority Company: Same

Address: 301 S. Burlington Tel: (402) 461-8415 Fax: _____

City: Hastings State: NE Zip: 68901 Email: bidcra@gmail.com

Key Contact: Randal Chick Company: Community Redevelopment Authority

Address: 301 S. Burlington Tel: (402) 461-8415 Fax: _____

City: Hastings State: NE Zip: 68901 Email: bidcra@gmail.com

I hereby acknowledge that all information provided with this application is true to the best of my knowledge.

Property Owner Signature_____
Date_____
Applicant Signature_____
Date**DEPARTMENTAL USE ONLY**

Fees: _____

Receipt No. _____

Accepted by Staff: _____
Signature

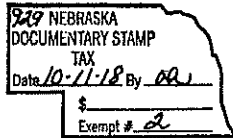
Case No. _____

NUM PGS 1
DOC TAX _____ CK# _____
FEES 10.00 PD 10.00 CK# 10529 (PT)
CHG _____ ACCT# _____
RET FEES: _____ CASH _____
P & M FUND 2.50 GEN FUND 7.50
REC'D Eligible - Prairie Fire
RETURN Community Redevelopment
*see address below



20183504

ADAMS COUNTY, NE
FILED
INST. NO. 20183504
Date 10-11-18 Time 9:02 AM
Annie M. Hinton
REGISTER OF DEEDS



NUM Original Town Hastings
RD. COMP x RD
COMPARE ✓ KQ
CADAS 8-15 RD COMP RD
OK KQ KQ

* Return to: CRA, 301 S. Burlington Ave, Hastings NE 68901

WARRANTY DEED

CUSTOM ENTERPRISES, L.L.C., a Nebraska Limited Liability Company, GRANTOR, in consideration of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, convey to COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF HASTINGS, NEBRASKA, a Nebraska Limited Liability Company, GRANTEE, the following described real estate (as defined in Neb. Rev. Stat. Section 76-201):

Lots Four (4) and Five (5), Block Twenty-Six (26),
Original Town, now City of Hastings, Adams County,
Nebraska, according to the recorded plat thereof.

GRANTOR covenants (jointly and severally, if more than one) with GRANTEE that GRANTOR:

- (1) is lawfully seized of such real estate and that it is free from encumbrances except easements and restrictions of record;
- (2) has legal power and lawful authority to convey the same;
- (3) warrants and will defend title to the real estate against the lawful claims of all persons.

Dated: October 10th, 2018.

CUSTOM ENTERPRISES, L.L.C.

Robert Beirow
ROBERT BEIROW, MEMBER

STATE OF NEBRASKA)
)SS:
COUNTY OF ADAMS)

The foregoing warranty deed was acknowledged before me on October 10th, 2018 by Robert Beirow, Member of Custom Enterprises, L.L.C.



My commission expires: 6-24-19

Laurie L. Hawes
Notary Public

REDEVELOPMENT PLAN #1
PLAN MODIFICATION NO. 2020-2
(ABBC Restorations Redevelopment Project)

The Community Redevelopment Authority (CRA) of the City of Hastings intends to amend the Redevelopment Plan for Area #1 within the city, pursuant to the Nebraska Community Development Law (the "Act") and provide for the financing of a specific redevelopment related project in Area #1.

Executive Summary:

Project Description

The project consists of the purchase and redevelopment of the two-story property located at 615 W. 1st a.k.a. Lots Four (4) and Five (5), Block Twenty-Six (26), Original Town, now City of Hastings, Adams County, Nebraska, according to the recorded plat thereof. The property will be acquired and renovated for commercial and residential uses, including fire/life safety improvements and building rehabilitation and remodeling.

The use of Tax Increment Financing to aid in rehabilitation expenses associated with redevelopment of both the main floor and second level of the property into a mixed use building containing one residential apartment on the 2nd level and up to two main floor commercial spaces. The use of Tax Increment Financing is an integral part of the development plan and necessary to make this project affordable. The project will result in renovating this historic building into a combination of commercial space and residential space. The addition of the residential unit is consistent with the 2013 Downtown Revitalization Plan and the 2016 Hastings Housing Study priorities to add an additional 84 housing units downtown by 2021. This project would not be possible without the use of TIF.

ABBC Restorations, LLC will purchase the property and currently the building is vacant. The Community Redevelopment Authority owns the property and is in process of renovating the façade utilizing \$75,000 of CDBG DTR Funding. The developer is in the process of finalizing development plans and will provide evidence that they have secured adequate debt financing and equity to cover the costs associated with the remodeling and rehabilitation of this building prior to the execution of a Redevelopment Contract. The Hastings Community Redevelopment Authority (CRA) intends to pledge the ad valorem taxes generated over the 15 year period beginning January 1, 2021 towards the allowable costs and associated financing for rehabilitation.

TAX INCREMENT FINANCING TO PAY FOR ACQUISITION AND THE REHABILITATION OF THE PROPERTY WILL COME FROM THE FOLLOWING REAL PROPERTY:

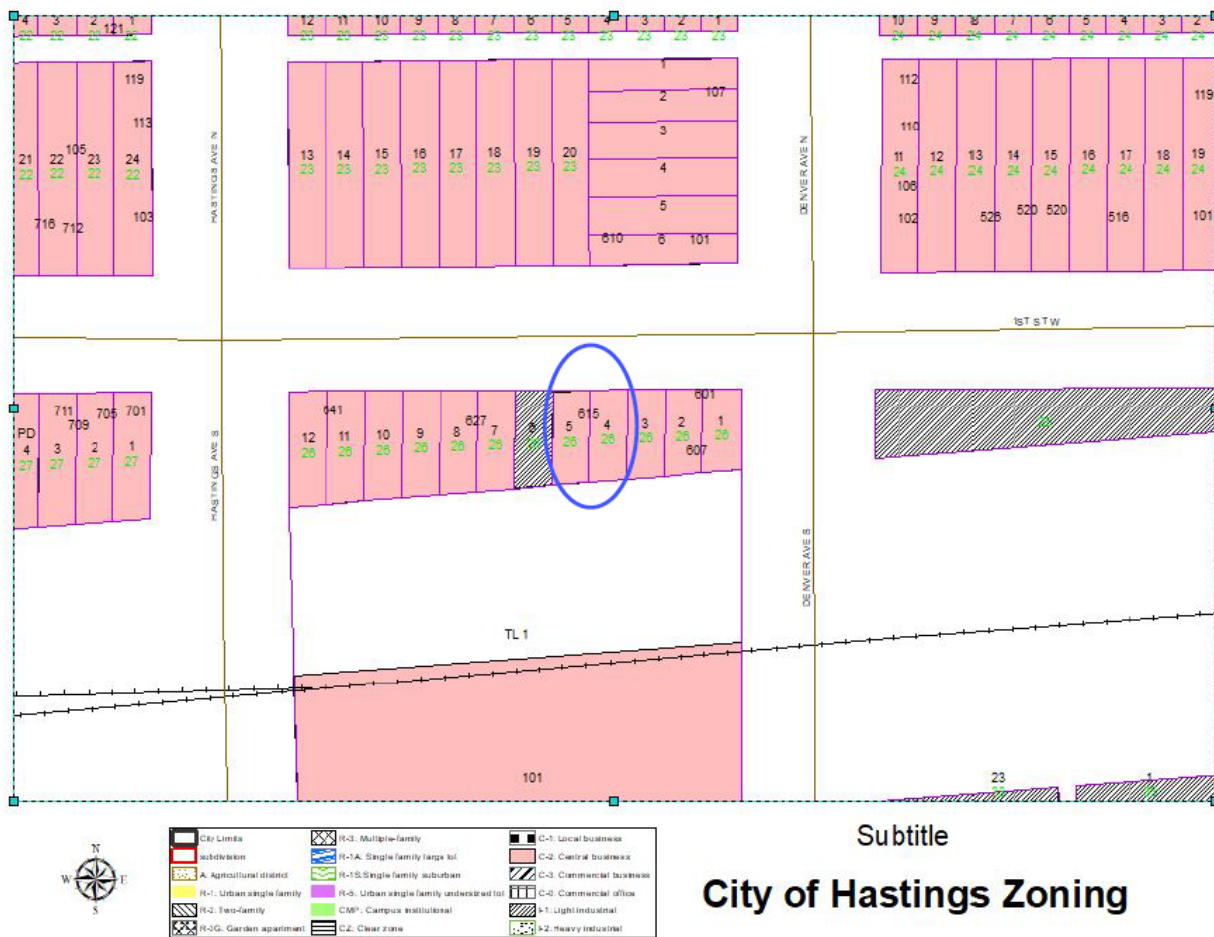
Property Description (the "Redevelopment Project Area")

615 W. 1st Street in Hastings, Nebraska

Legal Description: Lots Four (4) and Five (5), Block Twenty-Six (26), Original Town, now City of Hastings, Adams County, Nebraska, according to the recorded plat thereof

ABBC Restorations, LLC will utilize Tax Increment Financing to aid in site acquisition, site preparation, interior demolition, rehabilitation of the structure, façade enhancements, architectural, engineering and planning costs, capitalized interest, and legal fees, public parking and any other eligible public improvements essential for public uses in accordance with the Redevelopment Plan.

Map of Existing Land Use and Proposed Redevelopment Site



The tax increment will be captured for the tax years the payments for which become delinquent in years 2021 through 2035 inclusive.

The real property ad valorem taxes on the current valuation will continue to be paid to the normal taxing entities. The increase in value will come from the construction of one residential apartment and up to two main floor commercial spaces as permitted in the C-2 Commercial Zoning District. The tax increment will be captured for the tax years 2021 through 2035 inclusive. Provided, however, if there is no increase in valuation for the 2021 tax year, the increment will be captured beginning in the year when an increase in value is available for capture and ending fifteen years later.

Project costs for the acquisition, façade, renovation of the second floor to include one apartment and renovation of the main floor to include up to two commercial spaces are estimated to be \$433,000. The anticipated project valuation when completed is \$455,000 and the developer projects an incremental valuation increase of approximately \$385,530.

Statutory Pledge of Taxes.

In accordance with Section 18-2147 of the Act and the terms of the Resolution providing for the issuance of the TIF Note, the Authority hereby provides that any ad valorem tax on the Redevelopment Project Area for the benefit of any public body be divided for a period of fifteen years after the effective

date of this provision as set forth in the Redevelopment Contract, consistent with this Redevelopment Plan, Said taxes shall be divided as follows:

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

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

Redevelopment Plan Amendment Complies with the Act:

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

- 1. The Redevelopment Project Area was first declared blighted and substandard by action of the Hastings City Council on March 23, 1987 (Resolution No. 1069). In September of 2017 a blight and substandard study was completed and the area was re-declared blighted and substandard by action of the Hastings City Council on November 13, 2017. (§18-2109) Such declaration was made after a public hearing with full compliance with the public notice requirements of §18-2115 of the Act,**
- 2. Conformation to the General Plan for the Municipality as a whole. (§18-2103 /13) (a) and §18-2110)**

Hastings adopted a Comprehensive Plan on February 24, 2009. This redevelopment plan amendment and project are consistent with the Comprehensive Development Plan, in that no changes in the Comprehensive Development Plan elements are intended. This plan merely provides funding for the developer to preserve a historic building for residential and commercial uses on this property as defined by the current and effective zoning regulations. The Hastings Planning Commission will hold a public hearing at their meeting on April 20, 2020 to approve Plan Modification No. 2020-2 to Redevelopment Plan I confirming that this project is consistent with the Comprehensive Development Plan for the City of Hastings.

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

a. Land Acquisition:

The Redevelopment Plan for Area I provides for real property acquisition and this plan amendment does not prohibit such acquisition. The Community Redevelopment Authority is the current owner of the building on which the Project will be constructed and the developer plans to acquire the property.

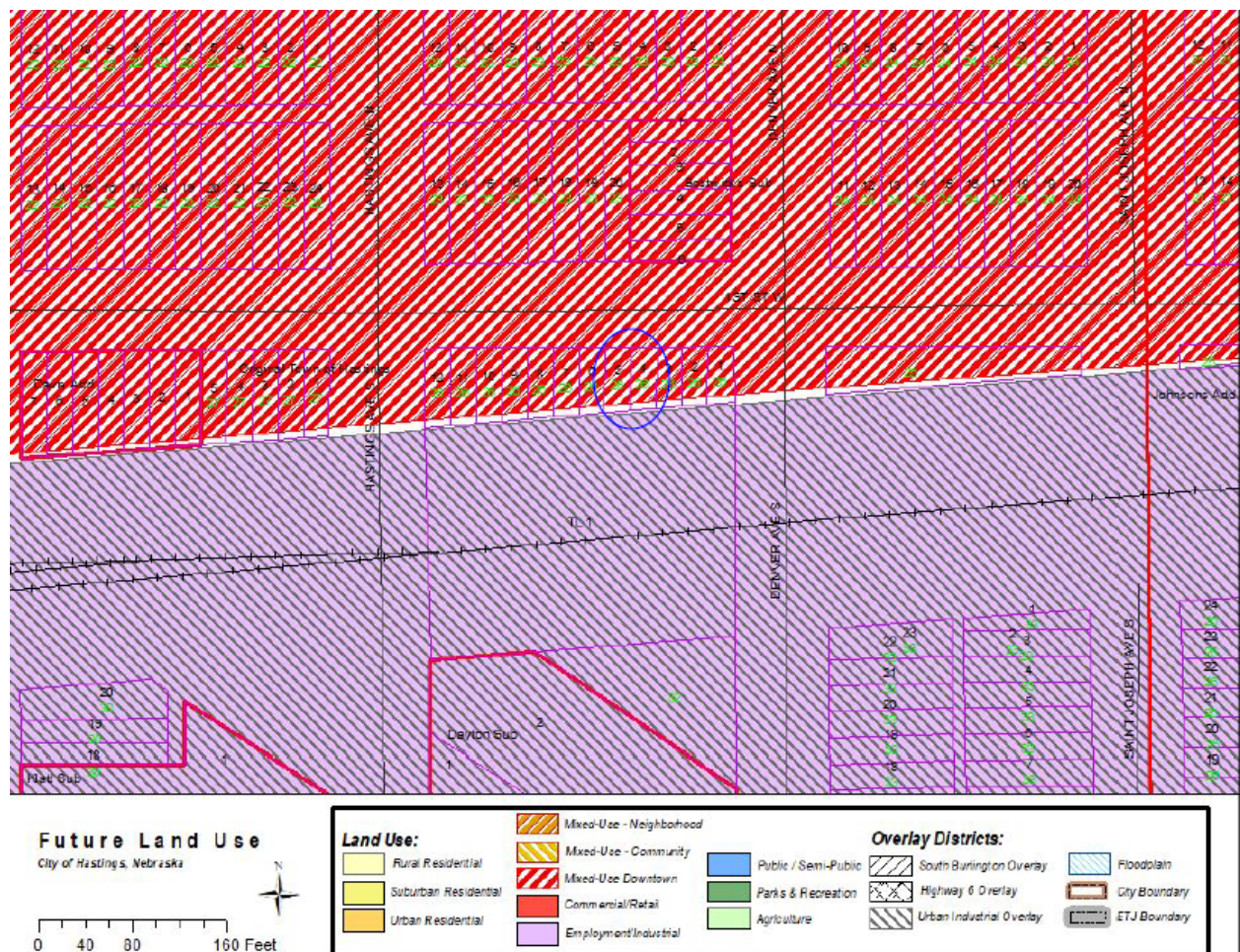
b. Demolition and Removal of Structures:

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

c. Future Land Use Plan

See the attached map from the 2009 Hastings Comprehensive Development Plan. All of the area around the site in private ownership is planned for Downtown Commercial development; this includes housing and commercial uses within the same structure. This property is owned by the Community Redevelopment Authority. (§18-2103(b) and §18-2111) The attached map also is an accurate site plan of the area after redevelopment. (§18-2111(5))

Future Land Use Map



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

The area is zoned C-2 Commercial District and no zoning changes are anticipated with this project. No changes are anticipated in street layouts or grades. No changes are anticipated in building codes or ordinances nor are any other planning changes contemplated. [§18-2103(b) and §18-2111]

e. Site Coverage and intensity of Use

The developer is rehabilitating the existing building and the current building meets the applicable regulations regarding site coverage and intensity of use. [§18-2103(b) and §18-2111]

f. Additional Public Facilities or Utilities

Sewer, water, gas and electric are available to support this development. The developer may be required to extend a water line capable of providing sufficient water for a sprinkler system required to convert this building into a mixed use building.

4. The Act requires a Redevelopment Plan provide for relocation of individuals and families displaced as a result of plan implementation. This property has previously been utilized for commercial and residential related uses and the building is currently vacant. No relocation is contemplated or necessary. [§18-2103.02]

5. No member of the Authority, nor any employee thereof holds any interest in any property in this Redevelopment Project Area. [§18-2106]

6. Section 18-2114 of the Act requires that the Authority consider:

1. Method and cost of acquisition and preparation for redevelopment and estimated proceeds from disposal to redevelopers.

The developer plans to purchase the property and acquisition is part of the request for tax increment financing. The CRA has been asked to provide \$90,000 in TIF funding to this project to offset the cost of TIF eligible expenditures. The CRA has identified the following TIF eligible expenses for the developers proposed improvements;

- a) site acquisition - \$160,000
- b) demolition - \$26,500
- c) structure rehabilitation costs - \$171,500
- d) capitalized interest on TIF borrowing - \$2,500

The total TIF eligible expenses for this project are \$360,500. The property will be transferred to redevelopers by the Authority and the developer will provide and secure all necessary financing.

2. Statement of proposed method of financing the redevelopment project.

The developer will provide all necessary financing for the project. The Authority will assist the project by granting the sum of \$50,000 from the proceeds of the TIF and providing a \$25,000 zero percent interest loan to the developer. The CRA will issue additional debt in the form of a second bond issuance in the amount of \$40,000 for acquisition to benefit the ABBC Restorations, LLC Redevelopment Project. The \$90,000 proceeds from TIF after the interest is paid will result in approximately \$119,829 of direct aid to the project. This indebtedness will be repaid from the Tax Increment Revenues generated from the project. TIF revenues shall be made available to repay the original debt and associated interest after January 1, 2021 through December 2035.

3. Statement of feasible method of relocating displaced families.

No families will be displaced as a result of this plan.

7. Section 18-2113 of the Act requires:

Prior to recommending a redevelopment plan to the governing body for approval, an authority shall consider whether the proposed land uses and building requirements in the redevelopment project area are designed with the general purpose of accomplishing, in conformance with the general plan, a coordinated, adjusted, and harmonious development of the city and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development, including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of insanitary or unsafe dwelling accommodations or conditions of blight.

The Authority has considered these elements in proposing this Plan Amendment. This amendment, in and of itself will promote consistency with the Hastings Comprehensive Development Plan. This will have the intended result of preventing recurring elements of unsafe buildings and blighting conditions. This will accomplish the goal of both the Downtown Business Improvement District and the Hastings City Council of increasing the number of residential units available in the Downtown area and will help with the prevention of the recurrence of insanitary or unsafe dwelling accommodations or conditions of blight.

8. Time Frame for Development

Development of this project is anticipated to be completed between May 2020 and April 2021. Excess valuation should be available for this project for 15 years beginning with the 2021 tax year.

9. Justification of Project

This is a historic building in downtown Hastings that will be preserved with this project. The addition of a new 2nd story upper level residential unit is consistent with goals of the May, 2016 Hastings Housing Study to build 84 residential units in downtown Hastings by 2021. The main floor will be used for commercial tenant space. The renovation of this building will help to prevent the reoccurrence of blight and substandard conditions in the area.

10. Cost Benefit Analysis

Section 18-2113 of the Act, further requires the Authority conduct a cost benefit analysis of the plan amendment in the event that Tax Increment Financing will be used. This analysis must address specific statutory issues.

As authorized in the Nebraska Community Development Law, §18-2147, Neb. Rev. Stat. (2012), the City of Hastings has analyzed the costs and benefits of the proposed Redevelopment Project, including:

Project Sources and Uses.

Approximately \$119,829 in public funds from tax increment financing provided by the Hastings Community Redevelopment Authority will be required to complete the project. This investment by the Authority and the City will leverage \$268,000 in private sector financing; a private investment of \$1.24

for every public/TIF dollar of investment.

USE OF FUNDS		SOURCE OF FUNDS		
Description	TIF Funds	Other Grants	Equity or Loan funds	Totals
Site Acquisition	\$ 40,000		\$ 120,000	\$ 160,000
Demolition	\$ 26,500	\$ -	\$ -	\$ 26,500
Rehabilitation	\$ 23,500		\$ 148,000	\$ 171,500
Façade renovation	\$ -	\$ 75,000	\$ -	\$ 75,000
TOTALS	\$ 90,000	\$ 75,000	\$ 268,000	\$ 433,000

Tax Revenue. The property has a January 1, 2019, valuation of approximately \$69,470. Based on the 2019 levy of .02237489 this would result in real property taxes of approximately \$1,554.40 which will be paid out to all the existing taxing entities. It is anticipated that the assessed value will increase by \$385,530 upon full completion, as a result of the building redevelopment. This development will result in an additional estimated tax increase of over \$8,626 annually. This tax increment gained from the Redevelopment Project Area would not be available for use as city general tax revenues, for a period of 15 years, or such shorter time as may be required to amortize the TIF bond, but would be used for eligible private redevelopment costs to enable this project to be realized.

Estimated 2019 assessed value:	\$69,470
Estimated value after completion	\$455,000
Increment value	\$385,530
Annual TIF generated (estimated)	\$8,626
TIF bond issue	\$50,000
TIF (2 nd bond issue)	\$40,000

Statement Identifying Financial Gap and Necessity for use of Tax Increment Financing for proposed Project:

A large financial gap exists on this project after conventional financing is utilized. A combination of owner equity, TIF and other incentives are needed to make the project feasible. The developer is contributing owner equity/bank financing of \$268,000 and TIF and façade grant funding are intended to fill the remaining gap, making this project feasible. The project is asking for \$90,000 in a TIF loan amortized over 15 years. Without the availability of TIF funding for the project, it would not be feasible for the developer to proceed with this redevelopment. Please see the tables below which shows rate of returns from -2.4% to .35% without TIF funding which is an unacceptable return on investment in today's market.

Proforma Operating Statement w/o TIF					
			<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Rent Revenue			\$ 27,600	\$ 31,200	\$ 32,400
Expenses			\$ (8,000)	\$ (13,090)	\$ (15,320)
NOI Without TIF			\$ 19,600	\$ 18,110	\$ 17,080
Debt Service			\$ (19,270)	\$ (19,270)	\$ (19,270)
Cash Flow Without TIF			\$ 330	\$ (1,160)	\$ (2,190)
Cash on cash return wo/TIF			0.35%	-0.12%	-0.24%
Equity Investment			\$ 93,000	\$ 93,000	\$ 93,000

Proforma with TIF

Proforma Operating Statement with TIF					
			<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Rent Revenue			\$ 27,600	\$ 31,200	\$ 32,400
Expenses			\$ (8,000)	\$ (13,090)	\$ (15,230)
NOI Without TIF			\$ 19,600	\$ 18,110	\$ 17,170
Debt Service			\$ (12,726)	\$ (12,726)	\$ (12,726)
Cash Flow Without TIF			\$ 6,874	\$ 5,384	\$ 4,444
Rate of return with TIF			7.39%	5.79%	4.78%
Equity Investment			\$ 93,000	\$ 93,000	\$ 93,000

(a) Tax shifts resulting from the approval of the use of Tax Increment Financing;

The redevelopment project area currently has a valuation of \$69,470. The proposed redevelopment will create additional valuation of \$385,530. No tax shifts are anticipated from the project. The project creates new valuation from the rehabilitation of all levels of an historic building which will support taxing entities long after the project is paid off.

(b) Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the redevelopment project;

No additional public service needs have been identified. Existing water and waste water facilities will not be impacted by this development. The electric utility has sufficient capacity to support the development. Fire and police protection are available and should not be negatively impacted by this development. The addition of life safety elements to this building including rated separations and proper exits actually reduce the chances of negative impacts to the fire department.

(c.) Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project; and

This project will not have a negative impact on employers and employees of firms locating within the boundaries of the redevelopment area but will create new opportunities to lease unique and renovated commercial space. The project will also provide an additional residence in the downtown area consistent with the planned development in Downtown Hastings.

(d.) Impacts on other employers and employees within the city or village and the immediate area that are located outside of the boundaries of the area of the redevelopment project; and

This project will not have a negative impact on other employers in any manner different from any other expanding business within the Hastings area.

(e) Impacts on student populations of school districts within the City or Village:

This development will have a minimal impact on the Hastings area school systems as it will likely not result in any increased attendance and the local school systems would be able to absorb any students from this additional development without adding to school facilities or staffing.

(e) Any other impacts determined by the authority to be relevant to the consideration of costs and benefits arising from the redevelopment project.

This project is consistent with the goals of the City Council, the Business Improvement District and the Community Redevelopment Authority to create additional housing units in downtown Hastings. The project will create additional jobs and downtown residents which will benefit local businesses.

(f) Any other impacts determined by the authority to be relevant to the consideration of costs and benefits arising from the redevelopment project.

This project is consistent with the goals of the City's Comprehensive Plan, and the Hastings Housing Study of 2016.

Time Frame for Development

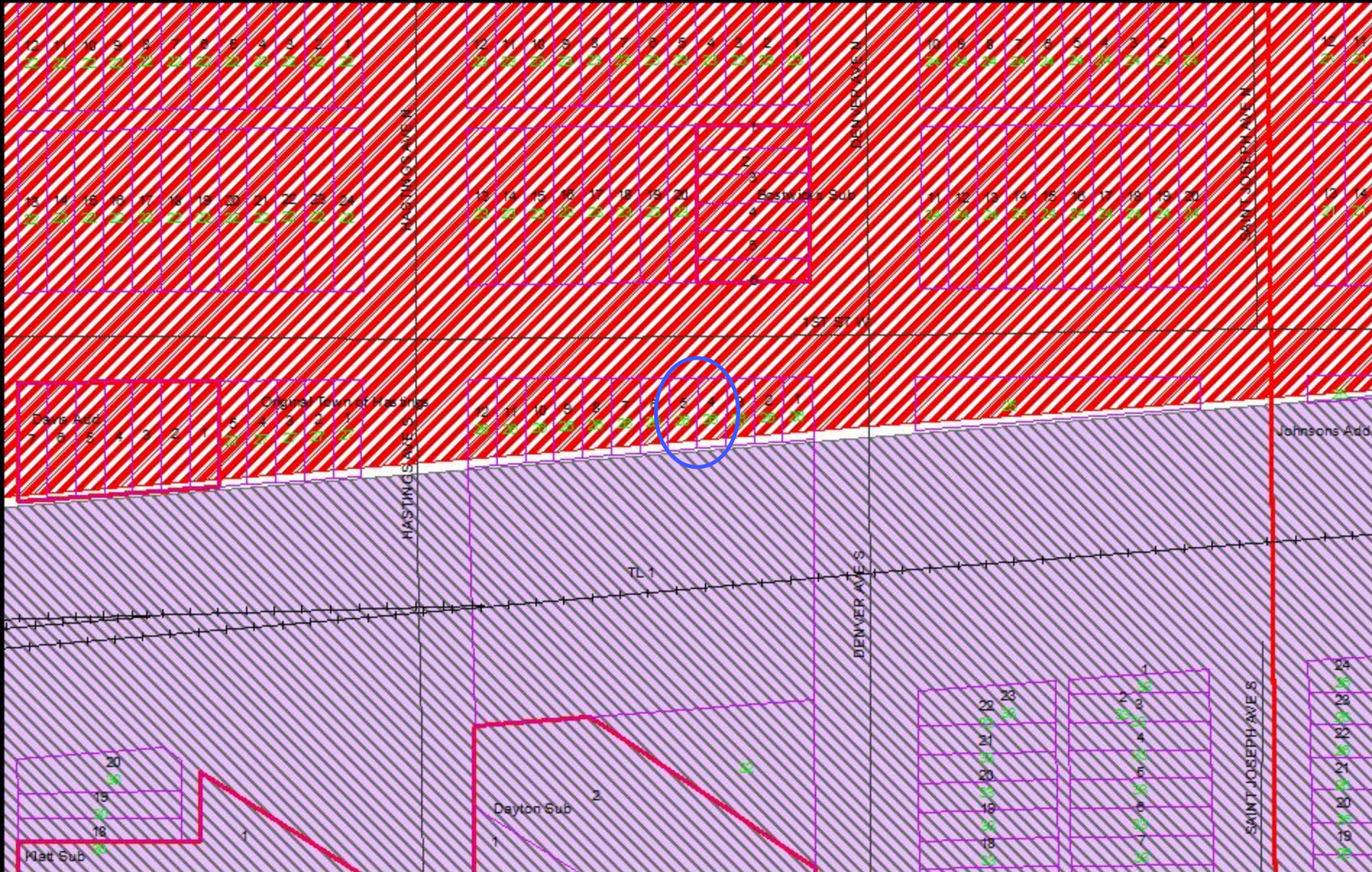
Development of this project is anticipated to be completed between May of 2020 and April of 2021. The base tax year should be calculated on the value of the property as of January 2020. Excess valuation should be available for this project for 15 years beginning in 2021 with taxes due in 2022. Excess valuation will be used to pay the TIF Indebtedness issued by the CRA per the contract between the CRA and the developer for a period not to exceed 15 years on an amount not to exceed \$90,000 the projected amount of increment based upon the anticipated value of the project and current tax rate. Based on the estimates of the expenses of the rehabilitation the developer will spend at least \$90,000 on TIF eligible activities in excess of other grants given. The CRA intends to issue additional debt in the form of a second bond issuance in the amount of \$40,000 for acquisition and other public improvements to indirectly benefit the ABBC Restorations, LLC Redevelopment Project.



City Limits	R-3. Multiple-family	C-1. Local business
Subdivision	R-1A. Single family large lot	C-2. Central business
A. Agricultural district	R-1B. Single family suburban	C-3. Commercial business
R-1. Urban single family	R-3. Urban single family undersized lot	C-4. Commercial office
R-2. Two-family	CMP. Campus institutional	I-1. Light industrial
R-3G. Garden apartment	CZ. Clear zone	I-2. Heavy industrial

Subtitle

City of Hastings Zoning



RESOLUTION NO. 2020-25

WHEREAS, the Area #1 Redevelopment Plan prepared by the Community Redevelopment Authority of the City of Hastings, Nebraska has previously been approved by the Mayor and City Council of the City of Hastings; and

WHEREAS, the Community Redevelopment Authority of the City of Hastings, Nebraska has prepared Redevelopment Plan Modification No. 2020-2 for Redevelopment Area #1; and

WHEREAS, the Community Redevelopment Authority forwarded said Plan Modification to the Hastings City Planning Commission for its review and recommendations as to the consistency with the Redevelopment Plan and development objectives for Redevelopment Area #1 and also its conformity with the Comprehensive Development Plan of the City of Hastings; and

WHEREAS, the Hastings City Planning Commission conducted a review of Plan Modification No. 2020-2 and held a public hearing on April 20, 2020 to solicit testimony from the community regarding said plan modification and at the conclusion thereof determined it was consistent with general plan and development objectives for Redevelopment Area #1, and also consistent with the goals, policies, and objectives of the Comprehensive Development Plan of the City, and took action recommending approval of the Plan Modification to the Community Redevelopment Authority of the City of Hastings; and

WHEREAS, the Community Redevelopment Authority of the City of Hastings, Nebraska, considered the recommendations of the Plan Modification by the Hastings City Planning Commission and, on April 21, 2020 approved forwarding the Plan Modification to the Mayor and City Council for approval.

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 Council of the City of Hastings, Nebraska, that Redevelopment Plan Modification No. 2020-2 for the ABBC Restorations Redevelopment Project located at 615 W. 1st Street in Redevelopment Area #1 as provided herein, be and the same is hereby approved, and a copy of said Redevelopment Plan Modification is attached hereto, marked as "Exhibit A", and incorporated herein by this reference.

PASSED AND APPROVED this ____ day of May, 2020.

ATTEST:

Corey Stutte, Mayor

Kimberly S Jacobitz, City Clerk

[S E A L]

Approved as to form: _____
Clint Schukei, City Attorney

Department: Development Services
Staff Contact: Mark Evans, Lisa Parnell-Rowe
Council Meeting Date: 5/11/2020

AGENDA ITEM SUMMARY SHEET

Description of Item:

Public hearing to consider a change of zoning for Keller Pointe Second Subdivision to the City of Hastings, Adams County, Nebraska from R-1, Urban Single Family Residential and R-1A, Single Family Large Lot Residential to R-1A, Single Family Large Lot Residential District.

Names of People/Business affected by this action:

The property owners, the people of Hastings, and the City.

Why Council action is required:

Amendments to the zoning map, the text of Chapter 34 Zoning, or any part of the Comprehensive Plan may be made after a public hearing by the Planning Commission. Upon the final hearing of an application to amend the zoning map, the Commission shall approve or deny the same and a report of such action, together with a recommendation for final approval or denial, shall be made by the Commission to the City Council .

Type of action requested:

Ordinance

Suggested motion:

Motion to approve Ordinance #4628, a change of zoning for Keller Pointe Second Subdivision to the City of Hastings, Adams County, Nebraska from R-1, Urban Single Family Residential and R-1A, Single Family Large Lot Residential to R-1A, Single Family Large Lot Residential District.

Deadlines associated with action:

One additional action, preliminary/final plat of Keller Pointe Second Subdivision, is progressing concurrently with this case.

Department head comments:

The applicants wish to subdivide the existing Keller Pointe Subdivision by adding acres from the adjacent property to the north and platting the area into 2 separate lots. The new boundary for Lot 1 incorporates an area that was previously un-platted. The existing plat of Keller Pointe Subdivision had rezoned what is now considered Lot 2 to R1-A. Lot 1 has been depicted in the Adams County GIS as R-1; but in the latest plat, dated December 20, 2004, showed this area as

zoned Agriculture. Therefore, to maintain continuity and integrity of the zoning map, the rezone action will also serve to cleanup this administrative discrepancy.

Surrounding zoning is as follows:

North – A, Agricultural

Southeast of Baltimore Avenue – R-1, Urban Single Family Residential

Southwest of Baltimore Avenue – R-1A, Single-Family large lot Residential

East - R-1, Urban Single Family Residential

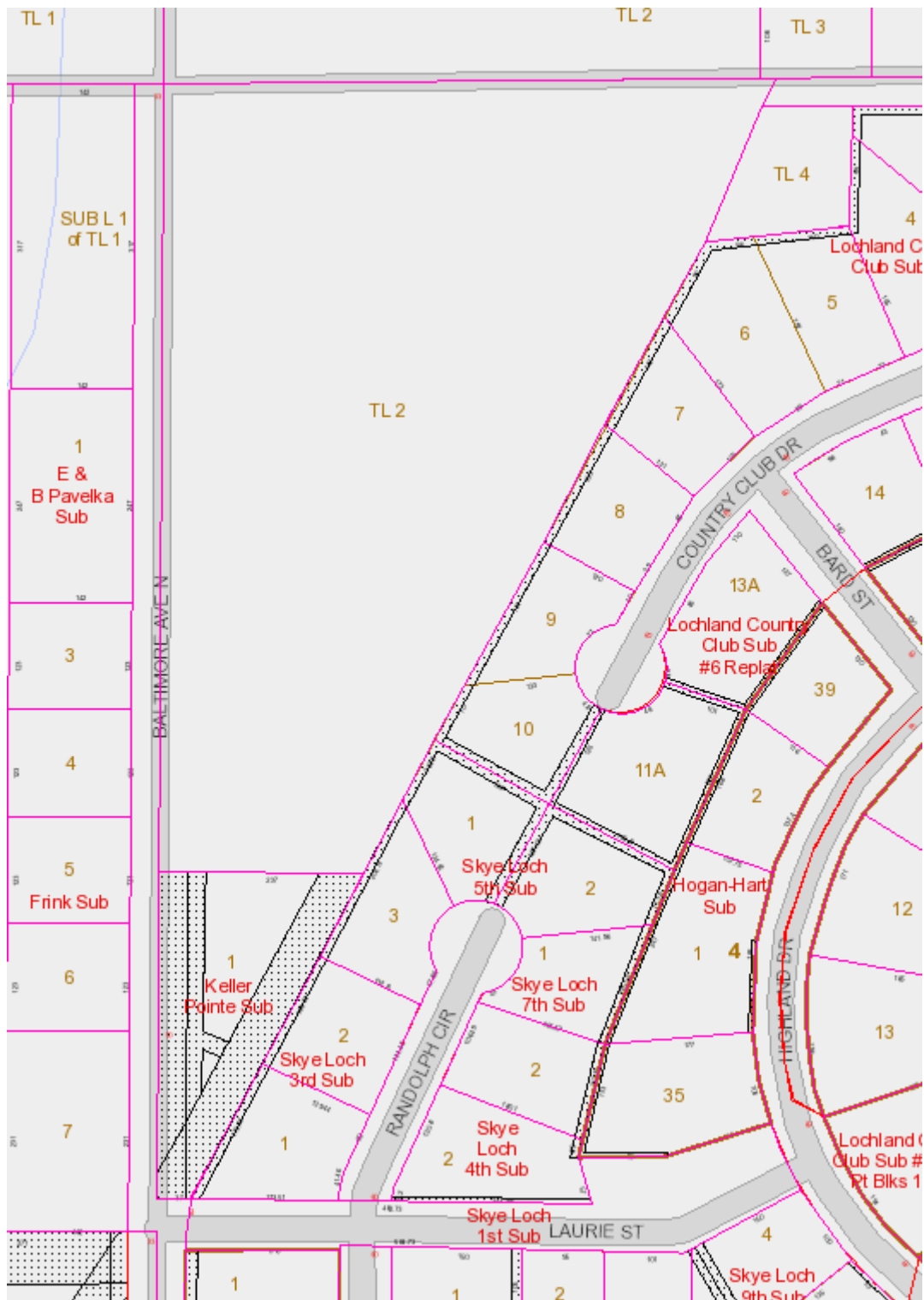
West - A, Agricultural

The future land use plan designation for the area is Suburban Residential. The rezone to R1-A is compatible to this future designation as it is intended for both urban and suburban single-family residential areas with low population densities and where larger lots are desirable.

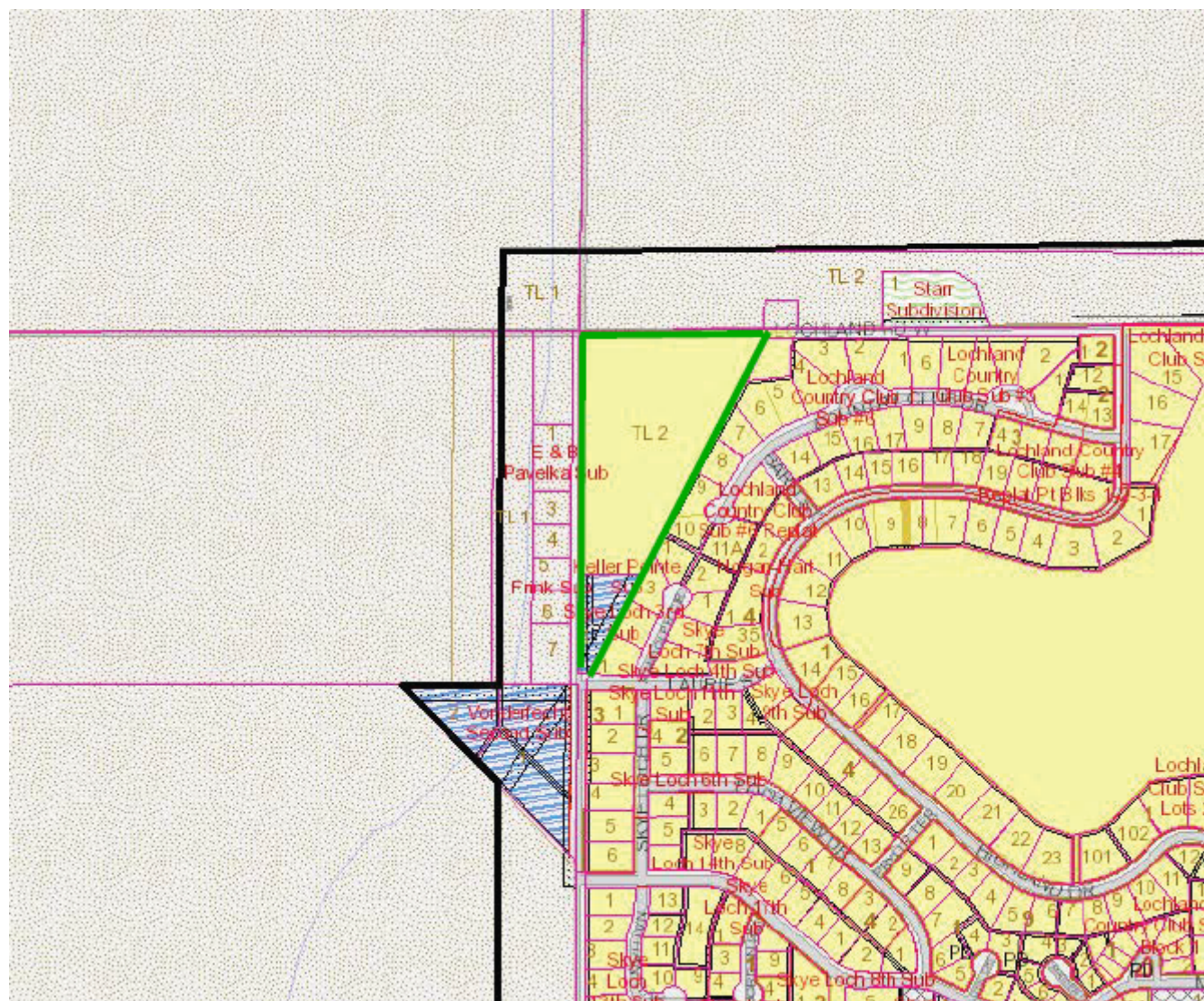
At the March 16, 2020 Planning Commission meeting, Commissioners voted 8-0 in favor of recommendation to approve this rezone.

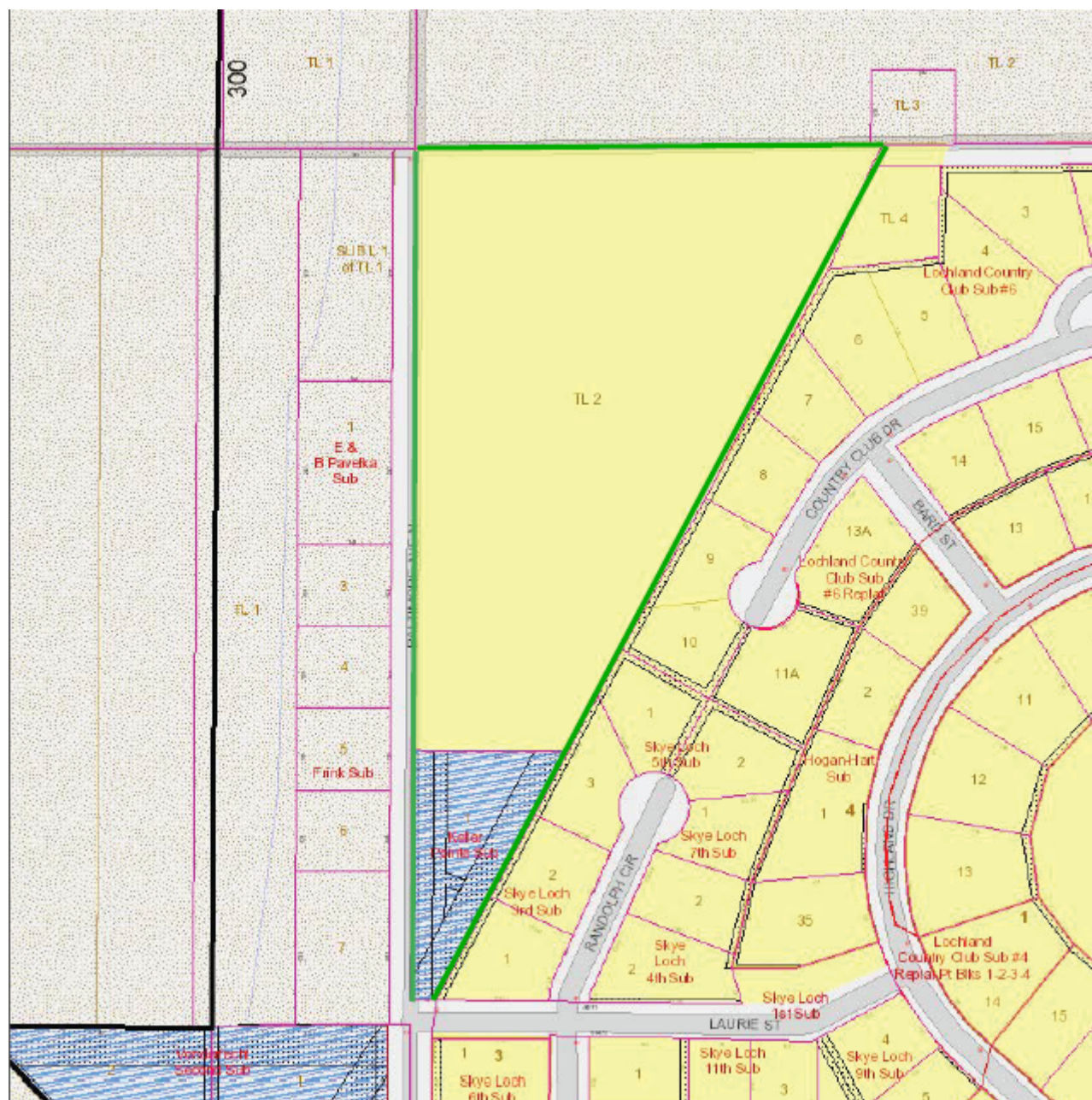
City Administrator comments:

Recommend approval













DATE 1 / 13 / 2020

FILE NO.



PROJECT APPLICATION

City of Hastings – Development Services
 220 N. Hastings Avenue, Hastings, NE 68901
 Phone: (402) 461-2302; Fax: (402) 461-2304
 www.cityofhastings.org

Please check the appropriate box below to indicate the type of application you are requesting. Contact Development Services for minimum requirements. Incomplete applications will not be processed. All applications must be completed by applicant prior to submission with all of the requested support materials by the last Monday of each month or they will be held until the next deadline to be processed.

- | | | |
|---|---|--|
| ☒ Preliminary Plat | ☒ Final Plat | ☐ Administrative Plat |
| ☐ Code Amendment | ☒ Zoning Change | ☐ Vacation (Plat / ROW / Easements) |
| ☐ Conditional Use Permit / Amendment | ☐ Planned District / Amendment | |
| ☐ Comprehensive Plan / Amendment | ☐ Annexation Petition / Addition to the City | |

PROJECT INFORMATION

Project Name: Keller Pointe Second Sub.
 Project Address: 1385 W Lockland Rd Within City Limit ☒ Yes ☐ No
 Existing Zoning: R-1A & R-1 Proposed Zoning / Use: R-1A
 Existing Comprehensive Plan Designation: Suburban Residential Gross Area: 1.78
 Legal Description: Keller Pointe Second Sub. Number of Lots: 1

APPLICANT INFORMATION

Applicant: Mark Keller Company: _____
 Address: 1385 W Lockland Rd Tel: 402.463.2431 Fax: _____
 City: Hastings State: NE Zip: 68901 Email: WRA 1982 @charter.net
 Property Owner: SAME Company: _____
 Address: _____ Tel: Cell 402 462-0137 Fax: _____
 City: _____ State: _____ Zip: _____ Email: _____
 Key Contact: _____ Company: _____
 Address: _____ Tel: _____ Fax: _____
 City: _____ State: _____ Zip: _____ Email: _____

I hereby acknowledge that all information provided with this application is true to the best of my knowledge.

Property Owner Signature

Date

Applicant Signature

Date

DEPARTMENTAL USE ONLY

Fees: Preliminary/Final Plat - \$500.00 - 1 Lot - \$40.00 Receipt No. _____
 Accepted by Staff: Rezone - \$450.00 - Filing Fee - \$20.00 Case No. _____
 Total Fees: \$1018.00 Signature _____

PAID

ORDINANCE NO. 4628

AN ORDINANCE OF THE CITY OF HASTINGS, NEBRASKA, TO AMEND THE OFFICIAL ZONING DISTRICT MAP OF THE CITY OF HASTINGS, NEBRASKA TO REZONE CERTAIN PROPERTY FROM “R-1, URBAN SINGLE FAMILY RESIDENTIAL DISTRICT” AND “R1-A URBAN SINGLE-FAMILY LARGE LOT RESIDENTIAL” TO ALL “R-1A URBAN SINGLE-FAMILY LARGE LOT RESIDENTIAL DISTRICT”; TO REPEAL ANY ORDINANCE IN CONFLICT HEREWITH; AND TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

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

SECTION 1. That the property legally described as follows:

Keller Pointe Second Subdivision in the City of Hastings, Adams County, Nebraska,

currently zoned “R-1 Urban Single Family Residential and “R-1A, Urban Single-Family Large Lot Residential District” be and the same is hereby rezoned, in its entirety, to “R-1, Urban Single-Family Large Lot Residential District”.

SECTION 2. That the City Engineer is hereby directed to cause the official zoning district map of the City of Hastings, Nebraska to be changed in accordance with the foregoing provisions.

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

SECTION 4. This ordinance shall take effect and be in full force from and after its passage, approval and pamphlet form.

PASSED AND APPROVED by the Mayor and City Council of the City of Hastings, Nebraska, this ____ day of _____, 2020.

Mayor

ATTEST:

City Clerk

(S E A L)

APPROVED TO FORM:

City Attorney

Department: Development Services
Staff Contact: Mark Evans, Lisa Parnell-Rowe
Council Meeting Date: 5/11/2020

AGENDA ITEM SUMMARY SHEET

Description of Item:

Recommend approval of a Preliminary/Final plat for Keller Pointe Second Subdivision in the City of Hastings, Adams County, Nebraska

Names of People/Business affected by this action:

The applicants, 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 the Preliminary/Final Plat for Keller Pointe Second Subdivision in the City of Hastings, Adams County, Nebraska.

Deadlines associated with action:

Rezone of Keller Pointe Second Subdivision is concurrent with this plat approval.

Department head comments:

The Development Department and Plat Track review teams had reviewed this plat and determined it satisfactorily fulfilled Hastings City Code sections 38-202 & 38-203.

This plat was initially recommended 7-0 for approval at the 3/16/20 Planning Commission. However, shortly thereafter the applicant contacted our Utilities Coordinating Engineer regarding a 10' Utility Easement that had been added as part of that review. After discussing the matter further with the Utility Department both parties agreed that they would be willing to forgo this easement with the understanding that in the future power would then need to be fed from the front of any lots

in that area. It will be the responsibility of the home owner's electrician to take it to the house at their expense.

Staff, development department and the Plat Track Review teams have all re-looked the latest plat with this easement removed and agree the revision meets Hastings City Code section 38-202 & 38-203. The Planning Commission reviewed the revised preliminary/final plat and recommended approval 8-0 on 4/20/20.

Staff notes that applicant has since initiated full payment of the lien against this property. The plat will not be filed until the lien is released which applicants' bank estimates will take 30-45 additional days to complete.

City Administrator comments:

Recommend approval

DATE 1 / 13 / 2020

FILE NO.



PROJECT APPLICATION

City of Hastings – Development Services
220 N. Hastings Avenue, Hastings, NE 68901
Phone: (402) 461-2302; Fax: (402) 461-2304
www.cityofhastings.org

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- | | | |
|---|---|--|
| ☒ Preliminary Plat | ☒ Final Plat | ☐ Administrative Plat |
| ☐ Code Amendment | ☒ Zoning Change | ☐ Vacation (Plat / ROW / Easements) |
| ☐ Conditional Use Permit / Amendment | ☐ Planned District / Amendment | |
| ☐ Comprehensive Plan / Amendment | ☐ Annexation Petition / Addition to the City | |

PROJECT INFORMATION

Project Name: Keller Pointe Second Sub.
Project Address: 1385 W Lockland Rd Within City Limit ☒ Yes ☐ No
Existing Zoning: R-1A & R-1 Proposed Zoning / Use: R-1A
Existing Comprehensive Plan Designation: Suburban Residential Gross Area: 1.78
Legal Description: Keller Pointe Second Sub. Number of Lots: 1

APPLICANT INFORMATION

Applicant: Mark Keller Company: _____
Address: 1385 W Lockland Rd Tel: 402.463.2431 Fax: _____
City: Hastings State: NE Zip: 68901 Email: WRA 1982 @charter.net
Property Owner: SAME Company: _____
Address: _____ Tel: Cell 402 462-0137 Fax: _____
City: _____ State: _____ Zip: _____ Email: _____
Key Contact: _____ Company: _____
Address: _____ Tel: _____ Fax: _____
City: _____ State: _____ Zip: _____ Email: _____

I hereby acknowledge that all information provided with this application is true to the best of my knowledge.

Property Owner Signature

Date

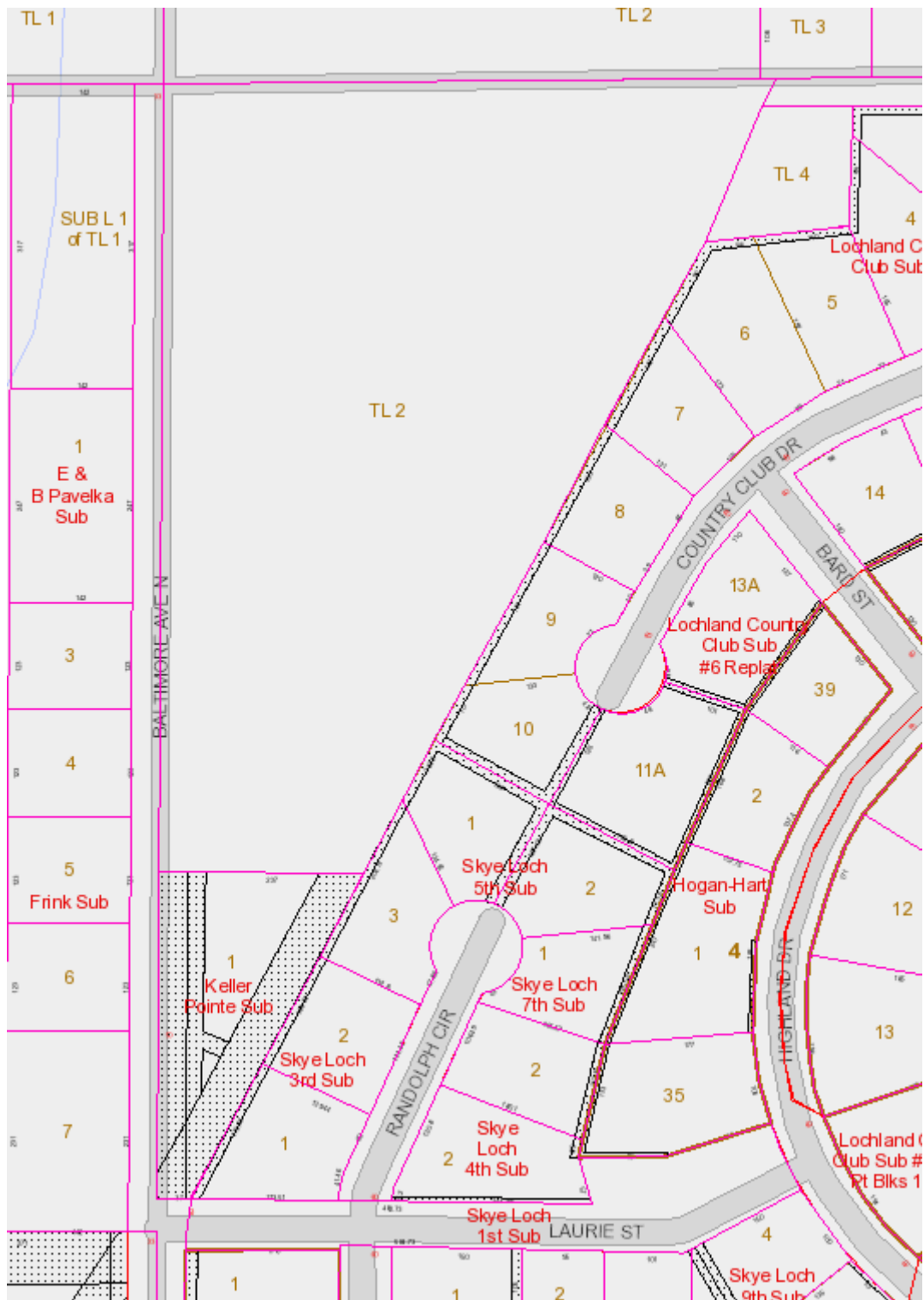
Applicant Signature

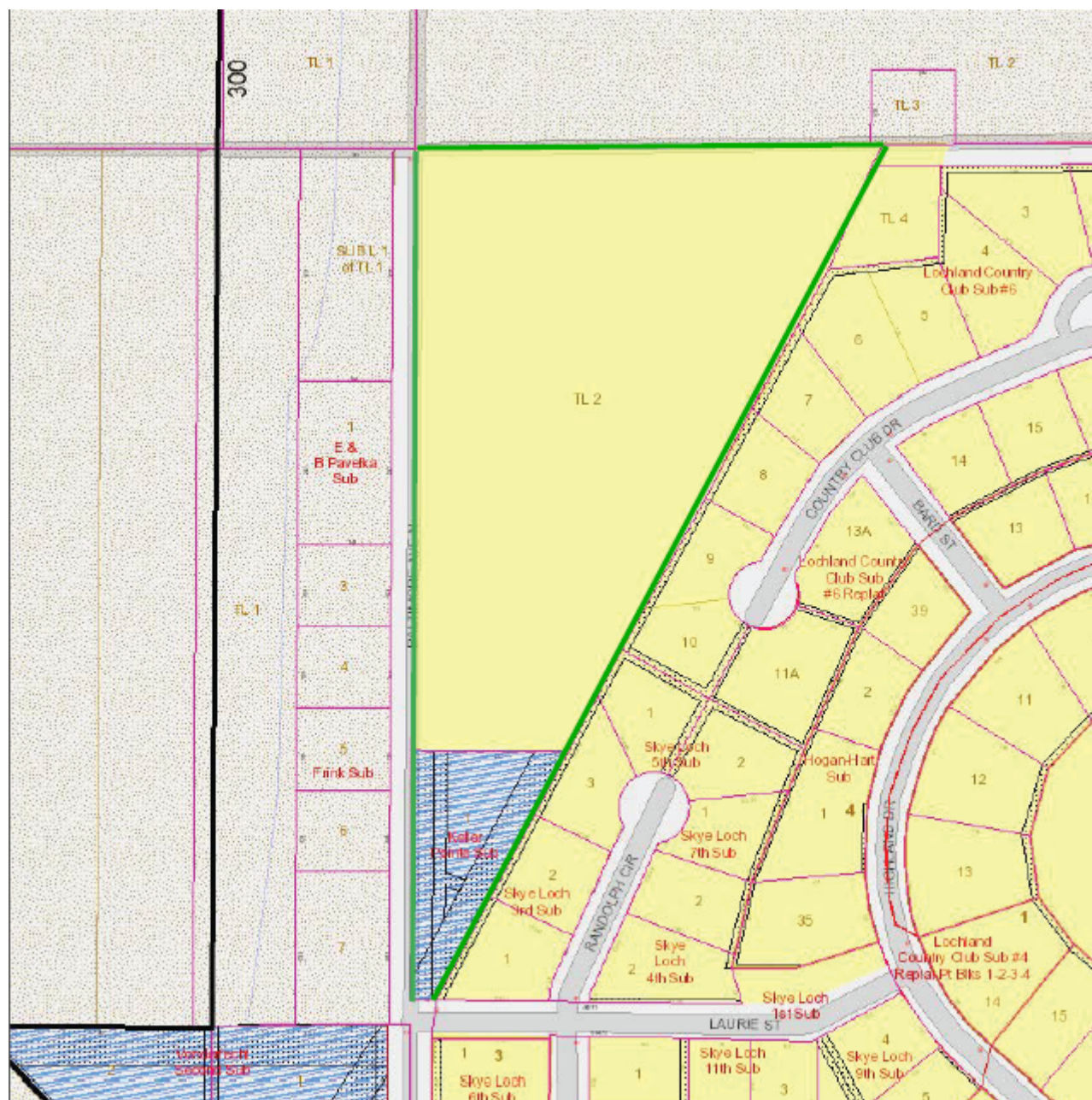
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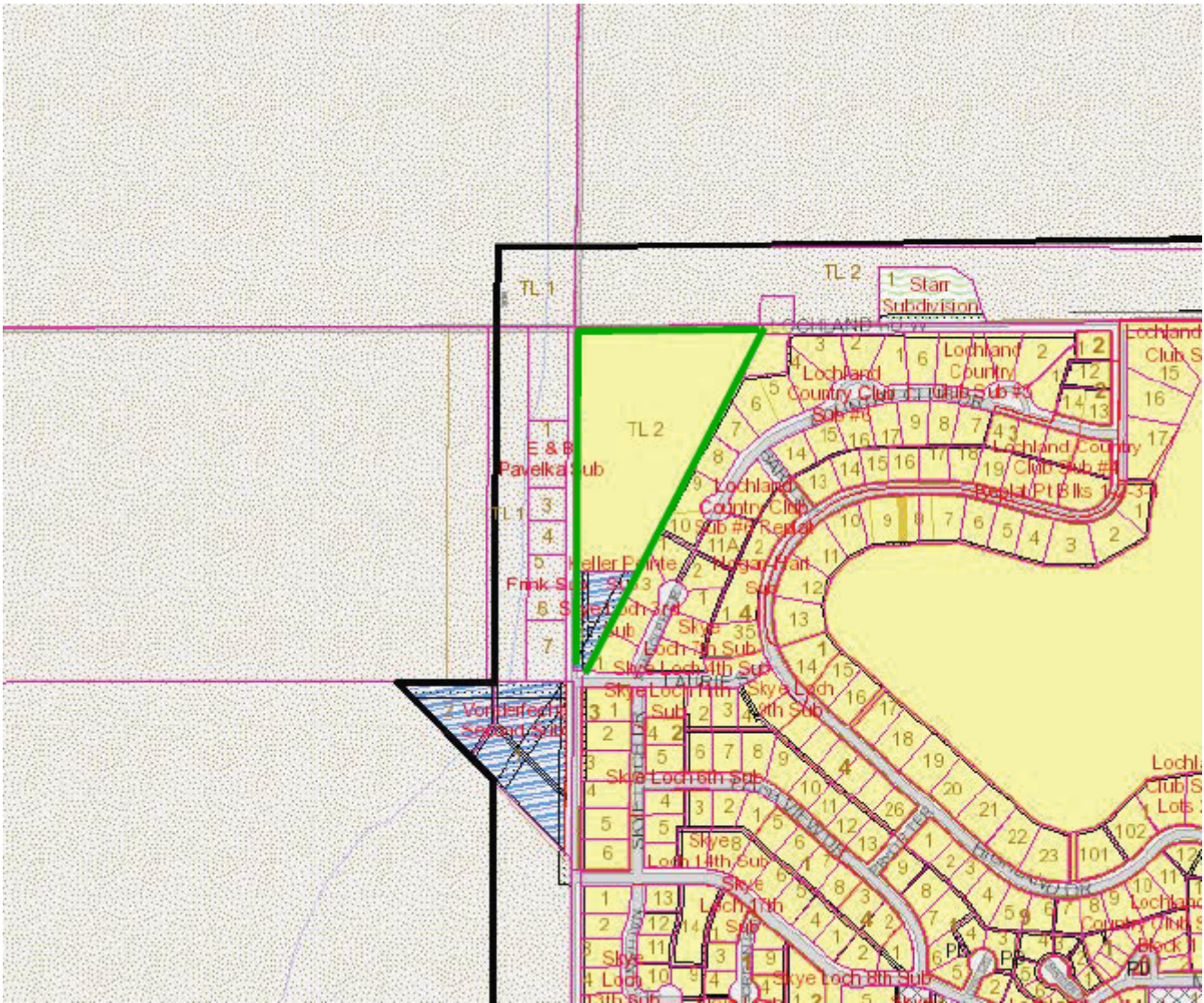
DEPARTMENTAL USE ONLY

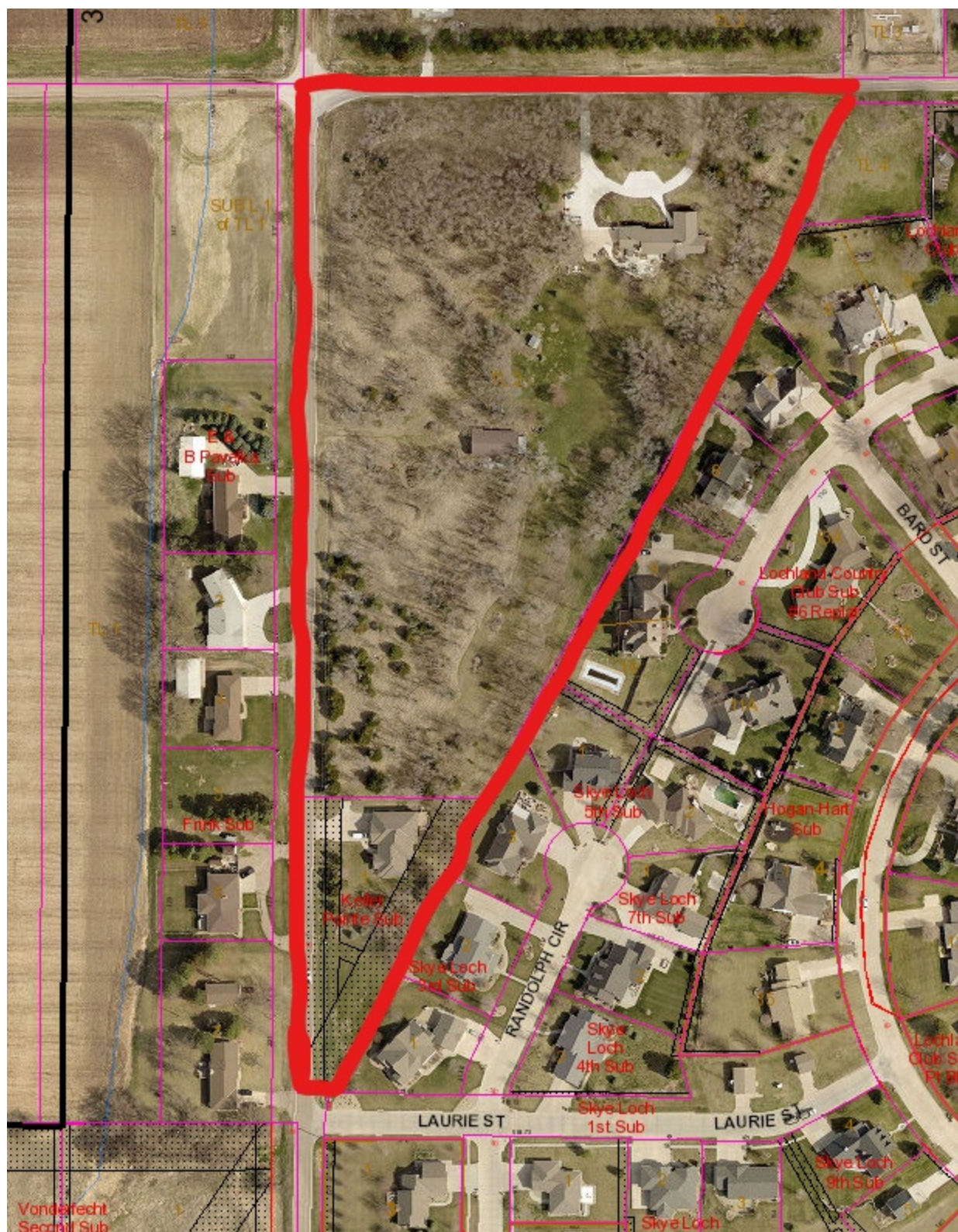
Fees: Preliminary/Final Plat - \$500.00 - 1 Lot - \$40.00 Receipt No. _____
Accepted by Staff: Rezone - \$450.00 - Filing Fee - \$20.00 Case No. _____
Total Fees: \$1018.00 Signature _____

PAID





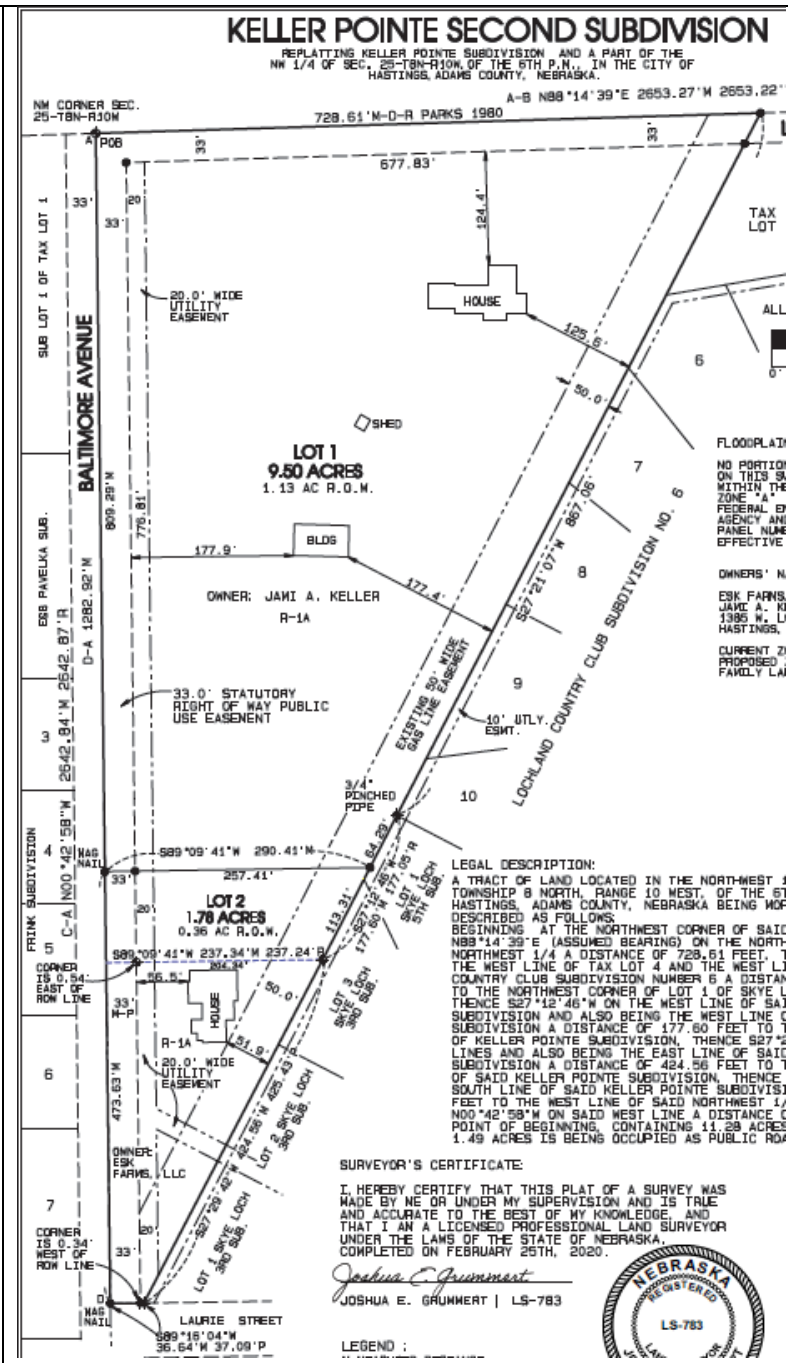
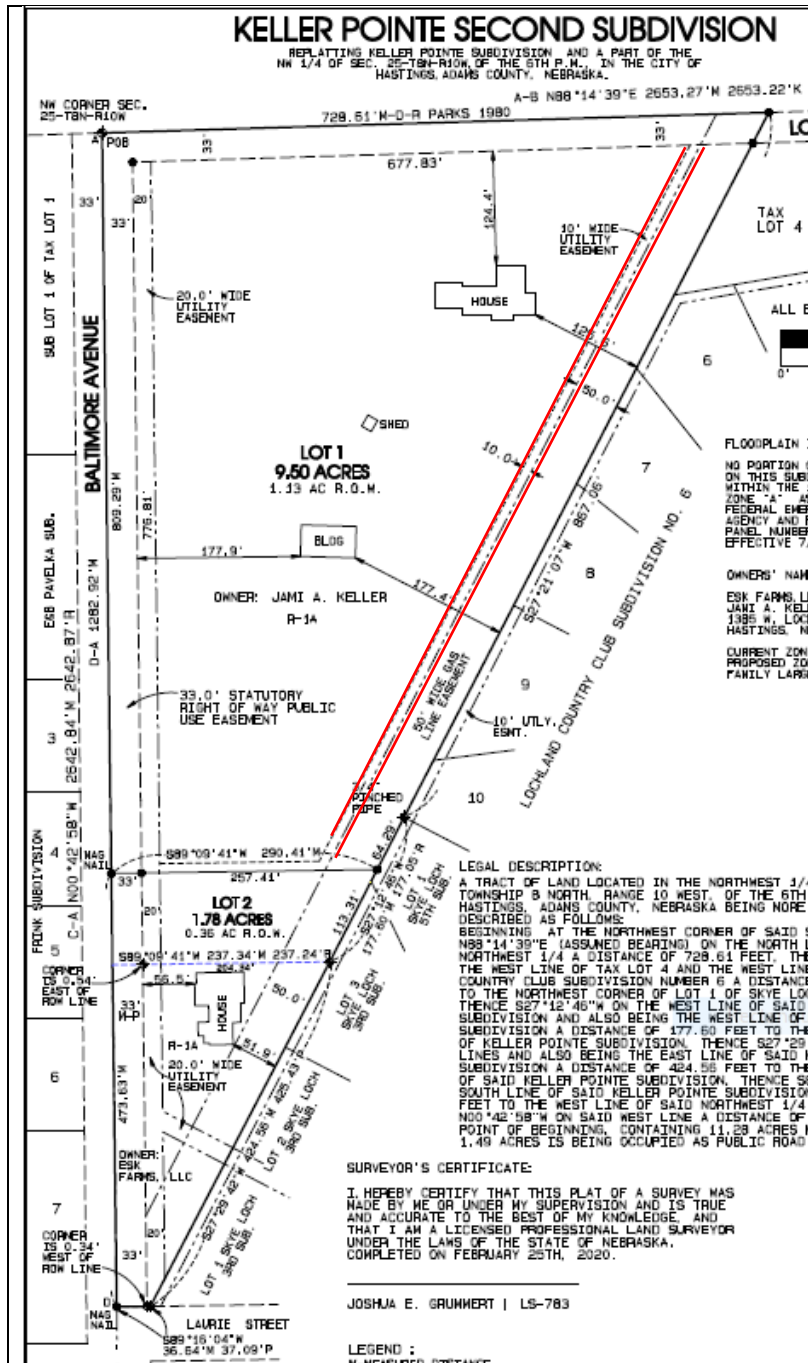






ORIGINAL APPROVED PLAT

REVISED PLAT (EASEMENT REMOVED)



KELLER POINTE SECOND SUBDIVISION

REPLATTING KELLER POINTE SUBDIVISION AND A PART OF THE NW 1/4 OF SEC. 25-T8N-R10W, OF THE 6TH P.M., IN THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA.

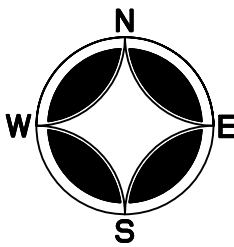
N. 1/4 CORNER SEC. 25-T8N-R10W

NW CORNER SEC. 25-T8N-R10W

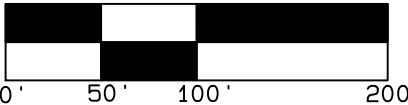
A-B N88°14'39"E 2653.27'M 2653.22'K

728.61'M-D-R PARKS 1980

LOCHLAND ROAD



ALL BEARINGS ARE ASSUMED SCALE: 1"=100'



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 PANEL NUMBER 31001C0070C, EFFECTIVE 7/5/2018.

OWNERS' NAMES:

ESK FARMS, LLC
JAMI A. KELLER
1385 W. LOCHLAND ROAD
HASTINGS, NE 68901

CURRENT ZONING IS R-1A AND R-1
PROPOSED ZONING: R-1A SINGLE
FAMILY LARGE LOT RESIDENTIAL

LEGAL DESCRIPTION:

A TRACT OF LAND LOCATED IN THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 8 NORTH, RANGE 10 WEST, OF THE 6TH P.M., IN THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 25, THENCE N88°14'39"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 728.61 FEET, THENCE S27°21'07"W ON THE WEST LINE OF TAX LOT 4 AND THE WEST LINE OF LOCHLAND COUNTRY CLUB SUBDIVISION NUMBER 6 A DISTANCE OF 867.06 FEET TO THE NORTHWEST CORNER OF LOT 1 OF SKYE LOCH 5TH SUBDIVISION, THENCE S27°12'46"W ON THE WEST LINE OF SAID SKYE LOCH 5TH SUBDIVISION AND ALSO BEING THE WEST LINE OF SKYE LOCH 3RD SUBDIVISION A DISTANCE OF 177.60 FEET TO THE NORTHEAST CORNER OF KELLER POINTE SUBDIVISION, THENCE S27°29'42"W ON SAID WEST LINES AND ALSO BEING THE EAST LINE OF SAID KELLER POINTE SUBDIVISION A DISTANCE OF 424.56 FEET TO THE SOUTHEAST CORNER OF SAID KELLER POINTE SUBDIVISION, THENCE S89°16'04"W ON THE SOUTH LINE OF SAID KELLER POINTE SUBDIVISION A DISTANCE OF 36.64 FEET TO THE WEST LINE OF SAID NORTHWEST 1/4 THENCE N00°42'58"W ON SAID WEST LINE A DISTANCE OF 1282.92 FEET TO THE POINT OF BEGINNING, CONTAINING 11.28 ACRES MORE OR LESS, OF WHICH 1.49 ACRES IS BEING OCCUPIED AS PUBLIC ROAD RIGHT OF WAY.

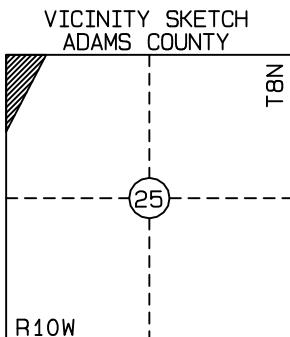
SURVEYOR'S CERTIFICATE:

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 FEBRUARY 25TH, 2020.

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

LEGEND :

- M-MEASURED DISTANCE
- K-T.KRUEGER 2012
- R-R.PARKS 2004
- G-GOVERNMENT DISTANCE
- P-PLATTED DISTANCE
- D-DEED DISTANCE
- FOUND 1/2" REBAR WITH LS-287 CAP UNLESS NOTED OTHERWISE
- SET 1/2" X 24" REBAR WITH BLUE LS-783 CAP UNLESS NOTED OTHERWISE



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

GPS PROJECT # 095-2019 SHEET 1 OF 3

OWNERS CERTIFICATE AND DEDICATION:

KNOW ALL MEN BY THESE PRESENTS, THAT ESK FARMS, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, AND JAMI A.KELLER AND MARK L. KELLER (WIFE AND HUSBAND), BEING THE OWNER(S) 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"KELLER POINTE SECOND SUBDIVISION", A SUBDIVISION IN THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA, AND THAT SAID SURVEYING, SUBDIVIDING, PLATTING AND DESIGNATION WAS DONE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES AND WISHES OF THE UNDERSIGNED OWNERS. BE IT FURTHER KNOWN, THAT SAID OWNERS DO HEREBY DEDICATE ALL STREETS AND EASEMENTS SHOWN ON THE PLAT TO THE CITY OF HASTINGS.

SIGNED THIS _____ DAY OF _____, 2020.

ESK FARMS, LLC.

_____ JAMI A. KELLER _____PRINTED NAME_____MANAGING MEMBER_____TITLE

_____SIGNATURE

SIGNED THIS _____ DAY OF _____, 2020.

_____JAMI A. KELLER

_____MARK L. KELLER

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 _____, 2020.

ESK FARMS, LLC

_____JAMI A. KELLER _____(TITLE) _____MANAGING MEMBER
PRINTED NAME

_____SIGNATURE

_____JAMI A. KELLER

_____MARK L. KELLER

ACKNOWLEDGEMENT

STATE OF NEBRASKA }
COUNTY OF ADAMS } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE _____ DAY
OF _____, 2020, BY _____JAMI A.KELLER AND MARK L.KELLER (WIFE AND HUSBAND)
WHERE JAMI A.KELLER IS ALSO THE _____MANAGING MEMBER_____OF ESK FARMS, LLC, MY COMMISSION
EXPIRES THE _____ DAY OF _____, _____.

_____(SEAL)
NOTARY

CONSENT OF LIENHOLDER

I, _____(PRINT NAME), _____(TITLE) OF WELLS FARGO BANK, N.A.
BEING A LIENHOLDER OF THE DESCRIBED TRACT OF LAND, HEREBY APPROVE AND AGREE TO THE PLATTING
OF KELLER POINTE SECOND SUBDIVISION, A SUBDIVISION IN THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA
ON THIS_____ DAY OF _____2020, ON BEHALF OF SAID WELLS FARGO BANK, N.A.
_____(SIGNATURE)
_____(PRINTED NAME AND TITLE)

ACKNOWLEDGEMENT

STATE OF _____ }
COUNTY OF _____ } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE _____DAY OF_____, 2020
BY_____(PRINT NAME)
_____(TITLE) OF WELLS FARGO BANK, N.A.
MY COMMISSION EXPIRES THE _____ DAY OF _____, _____.

_____(SEAL)
NOTARY

MAYOR AND CITY COUNCIL ACTION

THIS PLAT OF KELLER POINTE SECOND SUBDIVISION, A SUBDIVISION WITHIN THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA
IS HEREBY _____, DATED THIS _____ DAY OF _____, _____.

MAYOR CITY CLERK

CITY ENGINEER'S APPROVAL

I, THE UNDERSIGNED, DO HEREBY _____ THIS PLAT OF KELLER POINTE
SECOND SUBDIVISION, A SUBDIVISION WITHIN THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA.

CITY ENGINEER

CITY PLANNING COMMISSION RECOMMENDATION

THIS PLAT OF KELLER POINTE SECOND 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

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

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

CORNER TIES:

NW CORNER SEC. 25-T8N-R10W
FOUND MAG SPIKE IN ASPHALT
NW 45.80' FD. PK-NAIL & DISK IN P.P.
SE 52.12' FD. NAIL IN T-PED POST
NE 51.20' FD. MAG NAIL IN P.P.

WEST 1/4 CORNER SEC. 25-T8N-R10W	NORTH 1/4 CORNER SEC. 25-T8N-R10W
FOUND MAG NAIL IN ASPHALT	FOUND MAG NAIL IN ASPHALT
E. 32.70' FD. 1/2" PIPE	N. 33.01' FD. 1/2" PIPE
W. 32.93' FD. 3/4" PIPE	NE 55.13' FD. NAIL X IN P.P.
SW 50.01' FD. 5/8" REBAR	SW 50.48' NE COR BRICK PILLAR

Department: Development Services
Staff Contact: Lisa Parnell-Rowe
Council Meeting Date: 5/11/2020

AGENDA ITEM SUMMARY SHEET

Description of Item:

Approval of Preliminary Plat for Hastings Rural Fire Subdivision.

Names of People/Business affected by this action:

The applicant, the people of Hastings, and the City.

Why Council action is required:

No plat of or instruments effecting the subdivision of real property shall be recorded or have any force and effect unless the same be approved by the City Council, subject however, to the exceptions set forth in Section 34-106 of the City Code.

Type of action requested:

Motion

Suggested motion:

Motion to approve Preliminary Plat for Hastings Rural Fire Subdivision, a tract of land located in the Northwest 1/4 of Section 25-T7N-R10W of the 6th P.M., Adams County, Nebraska, being within the two-mile extra-territorial jurisdiction of the City of Hastings, Adams County, Nebraska.

Deadlines associated with action:

Rezone and final plat processes will occur after preliminary plat approval is obtained from City Council. Building plans are in concurrent review at this time with preliminary plat.

Department head comments:

The Development Department and Plat Track review teams have reviewed this plat and the applicant has incorporated all preliminary recommendations. The flag lot configuration of this development meets the requirement prescribed for flagpole when located within the two-mile extraterritorial jurisdiction of no more than 400 feet in length and the flag lot requirements (exclusive of flagpole) must meet all lot width, front and rear yard setbacks in accordance with definition. Building location and lines are added as part of final plat criteria and will be reviewed at that time as condition for final. Grading & landscape plans were provided along with building plans and are in concurrent review. Topography plan has also been provided. Final approval of these plans are conditions of approval for final plat. All requirements of Hastings City Code Sections 38-202 have been met.

Planning Commission recommended approval 8-0 of this preliminary plat on April 20, 2020.

City Administrator comments:

Recommend approval

MEMORANDUM OF UNDERSTANDING

THIS Memorandum of Understanding made and entered into this 23rd day of March, 2020, by and between the City of Hastings, Nebraska, a Municipal Corporation, hereinafter referred to as "CITY", and Hastings Rural Fire & Rescue District, created pursuant to Nebraska Statutes, hereinafter referred to as "FIRE", WITNESSETH:

WHEREAS, FIRE is in the process of acquiring from Adams County, Nebraska, the following described real property, to wit:

A tract of land located in the South Half ($S^{1/2}$) of the Northwest Quarter ($NW^{1/4}$) of Section 25, Township 7 North, Range 10 West of the 6th P.M., in Adams County, Nebraska, described as follows:
Beginning at the Southwest corner of said Northwest Quarter and running thence East on the Southern line of the Northwest Quarter a distance of 66.5 feet to the point of beginning; thence Easterly along said Southern line of said Northwest Quarter a distance of 565.5 feet; thence at right angles North, a distance of 370 feet; thence at right angles West, a distance of 354.5 feet; thence at right angles South a distance of 181.9 feet; thence at right angles West a distance of 208.77 feet; thence at right angles South 188.1 feet to the point of beginning.

WHEREAS, FIRE is desirous of building a fire station to house its equipment on the above described property; and

WHEREAS, a subdivision of the property needs to be accomplished and an application for such subdivision was applied for on February 25, 2020; and

WHEREAS, the final approval of the required subdivision is anticipated to come before the Hastings City Council on July 13, 2020; and

WHEREAS, the subdivision must be completed before a building permit can lawfully be issued for the building FIRE desires to build; and

WHEREAS, FIRE is desirous of commencing construction of its building on the above described real property prior to the final approval of the pending subdivision; and

WHEREAS, Hastings City Code Section 38-202(3) provides that no grading or construction shall be done before the final approval of the subdivision except by special permission by the City Council; and

WHEREAS, FIRE provided Development Services an undated letter, a copy of which is attached hereto, on March 13, 2020 seeking permission to commence prior to subdivision approval and building permit issuance; and

WHEREAS, FIRE states that it has all needed permissions from Adams County to seek the subdivision referred to herein and to engage in the construction activities that it desires without owning the property described herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and

conditions hereinafter set forth, it is the understanding of the parties as follows:

1. FIRE shall be allowed to proceed with the construction of a fire station on the above described real property without approval for the subdivision and the issuance of a building permit; provided said construction is done in accordance with the plans which have been furnished to CITY's Development Services Department; and further provided said construction shall be solely at FIRE's own risk subject to the pending application for subdivision approval and building permit issuance. FIRE further agrees that no construction beyond that requested in the attached letter shall be undertaken.

2. FIRE agrees and understands that as of the date hereof, the CITY may not legally issue a building permit for a fire station on the above described real property.

3. FIRE further agrees and understands that it is proceeding with the construction of the fire station at its own risk, and that upon final approval of the pending application for a subdivision it is required to file all documents necessary to obtain a building permit from CITY. If the subdivision is not approved and the building permit is not issued by August 20, 2020 FIRE agrees to remove all material, footings, foundation and utilities from the site at its expense no later than September 30, 2020.

4. FIRE agrees to hold CITY harmless from any and all costs and liability sustained by FIRE in proceeding with its construction of the fire station prior to the final approval of the application for a subdivision and the issuance of a building permit.

5. This Memorandum of Understanding shall run with the land and be binding upon the heirs, successors, personal representatives and assigns of the respective parties hereto.

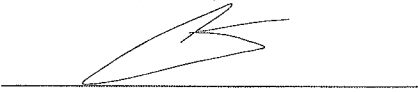
6. This Memorandum of Understanding shall be recorded, at the expense of FIRE in the office of the Adams County Register of Deeds.

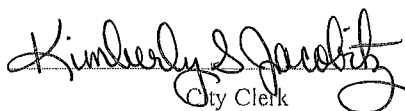
IN WITNESS WHEREOF, the parties hereto have executed the foregoing Memorandum of Understanding the day and year first above written.

CITY OF HASTINGS, NEBRASKA,

A Municipal Corporation

ATTEST:


Mayor


City Clerk

(SEAL)



Approved as to form:


City Attorney

HASTINGS RURAL FIRE & RESCUE DISTRICT

By 

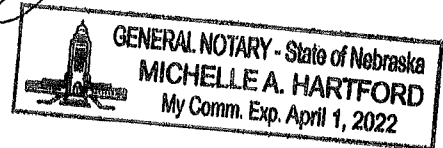
STATE OF NEBRASKA)
) ss
COUNTY OF ADAMS)

Russel Smith

Before me, a Notary Public, duly qualified in and for said county and state, personally appeared ~~Corey Stutte and Kimberly S. Jacobitz, City Clerk~~, known to me to be the identical persons who executed the foregoing Memorandum of Understanding and acknowledged the execution thereof to be their voluntary act and deed on behalf of the City of Hastings, Nebraska, a Municipal Corporation.

Witness my hand and notarial seal this 13 ^{April} day of ~~March~~, 2020.

Michelle A. Hartford
Notary Public

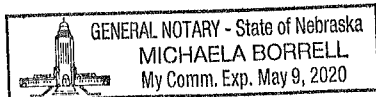


STATE OF NEBRASKA)
) ss
COUNTY OF ADAMS)

COREY STUTTE and KIMBERLY S. JACOBITZ

Before me, a Notary Public, duly qualified in and for said county and state, personally appeared ~~Russel Smith, President of Hastings Rural Fire & Rescue District~~, known to me to be the identical persons who executed the foregoing Memorandum of Understanding and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal this 14TH ^{APRIL} day of ~~March~~, 2020.



Michaela Borrell
Notary Public

OWNERS CERTIFICATE AND DEDICATION:

KNOW ALL MEN BY THESE PRESENTS, THAT ADAMS COUNTY, 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 "HASTINGS RURAL FIRE SUBDIVISION," A SUBDIVISION WITHIN THE 2 MILE JURISDICTION OF THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA, LOCATED IN THE NORTHWEST 1/4 OF SECTION 25, 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 THE INGRESS/EGRESS ACCESS EASEMENT SHOWN ON THE PLAT TO THE PUBLIC AND THE UTILITY EASEMENT SHOWN ON THE PLAT TO THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA.

SIGNED THIS _____ DAY OF _____, 2020.
ADAMS COUNTY

PRINTED NAME _____ (TITLE) _____
PRINTED NAME _____ (TITLE) _____

SIGNATURE _____
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 _____, 2020.
ADAMS COUNTY

PRINTED NAME _____ (TITLE) _____
PRINTED NAME _____ (TITLE) _____

SIGNATURE _____
SIGNATURE _____

ACKNOWLEDGEMENT

STATE OF NEBRASKA }
COUNTY OF _____ } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE _____ DAY

OF _____, 2020, BY _____ (TITLE) _____
OF ADAMS COUNTY.

AND BY _____ (TITLE) _____
OF ADAMS COUNTY
MY COMMISSION EXPIRES THE _____ DAY OF _____.

(SEAL) _____
NOTARY _____

MAYOR AND CITY COUNCIL ACTION

THIS PLAT OF HASTINGS RURAL FIRE SUBDIVISION, A SUBDIVISION WITHIN THE TWO MILE JURISDICTION OF THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA, IS

HEREBY _____, DATED THIS _____ DAY OF _____.

MAYOR _____ CITY CLERK _____

CITY ENGINEER'S APPROVAL

I, THE UNDERSIGNED, DO HEREBY _____ THIS PLAT OF HASTINGS RURAL FIRE SUBDIVISION,
A SUBDIVISION WITHIN THE TWO MILE JURISDICTION OF THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA.

CITY ENGINEER _____

CITY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE RECORDS OF MY OFFICE SHOW NO SPECIAL ASSESSMENTS ARE
DELINQUENT UPON THE PROPERTY DESCRIBED IN THE LEGAL DESCRIPTION ON THIS PLAT.

CITY OF HASTINGS TREASURER _____

CITY PLANNING COMMISSION RECOMMENDATION

THIS PLAT OF HASTINGS RURAL FIRE SUBDIVISION, A SUBDIVISION WITHIN THE TWO MILE JURISDICTION OF 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 _____

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 _____

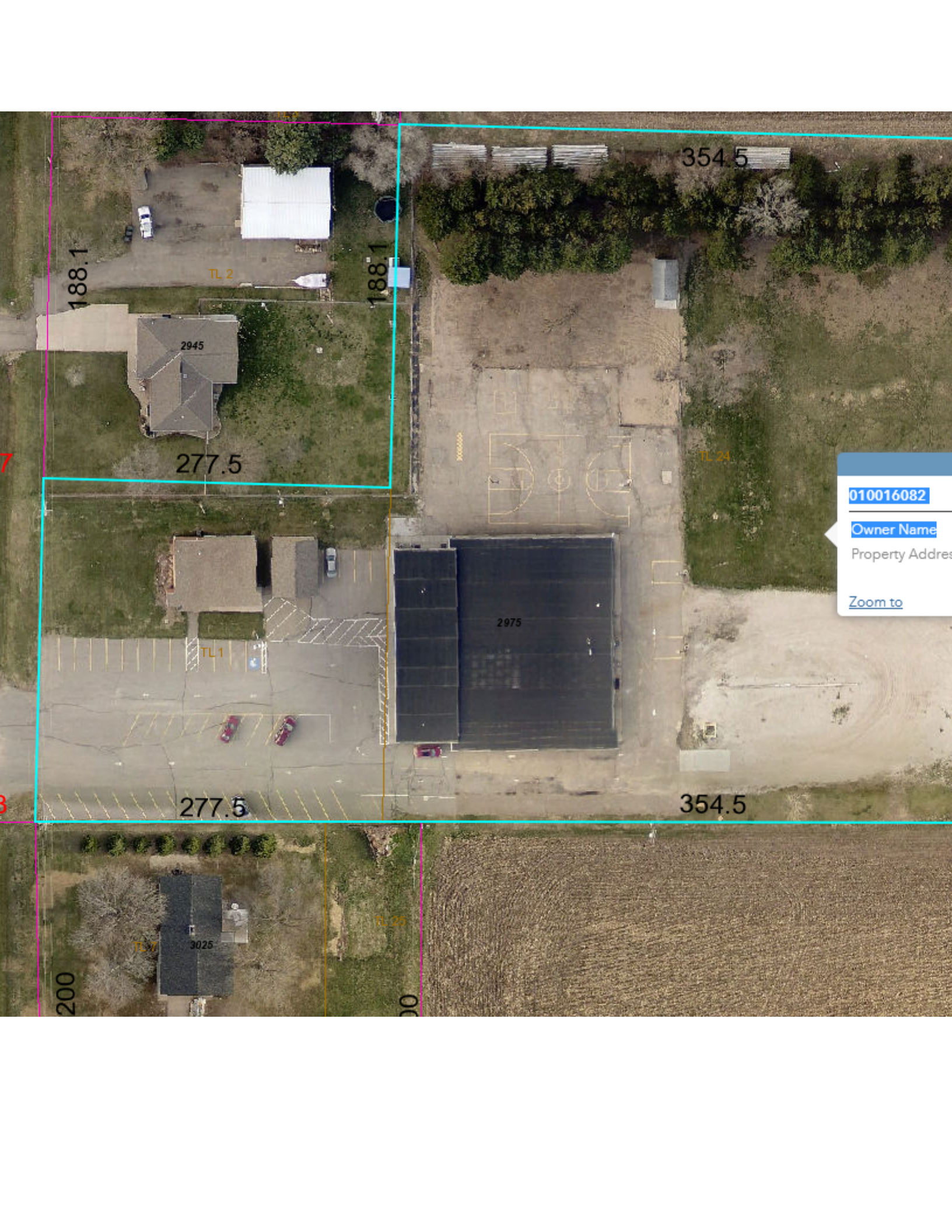
REGISTER OF DEEDS CERTIFICATE

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 _____



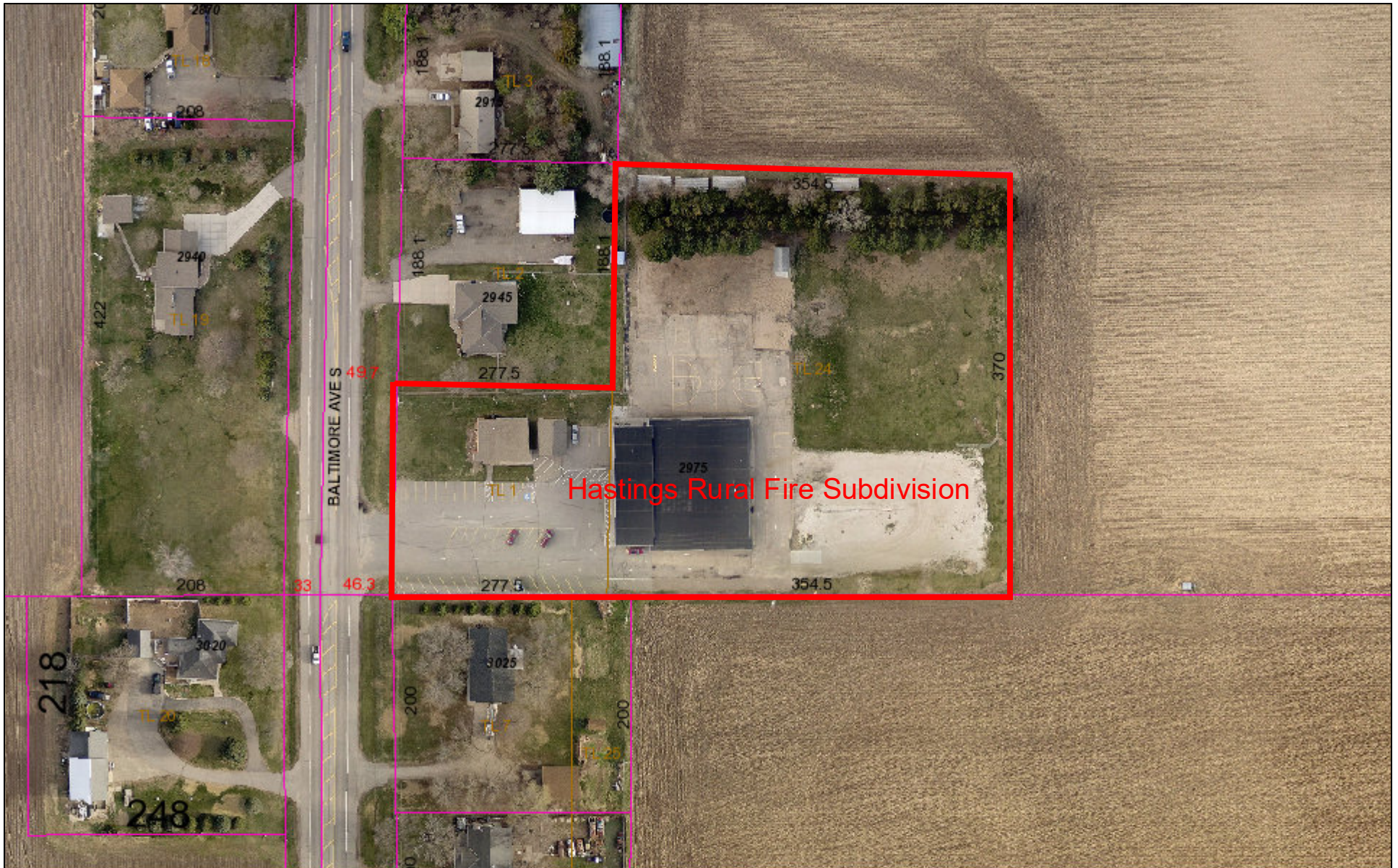
010016082

Owner Name

Property Address

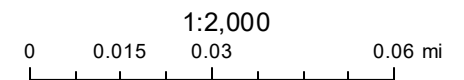
[Zoom to](#)

Hastings Rural Fire Sub Aerial



4/15/2020, 1:35:24 PM

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



Hastings Rural Fire Sub Aerial



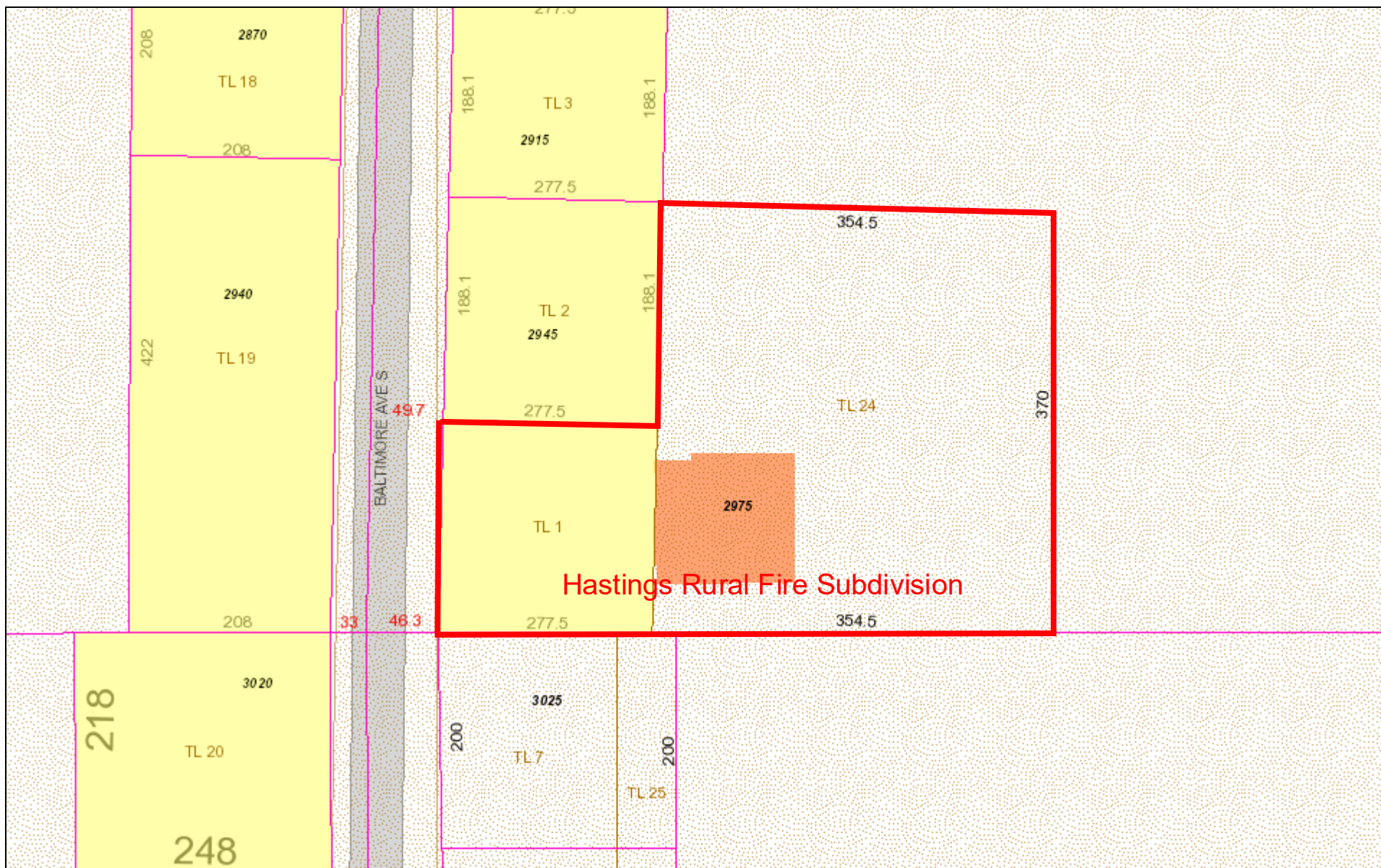
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-  Limits
-  OneMile
-  TwoMile

1:25,000
0 0.2 0.4 0.8 mi

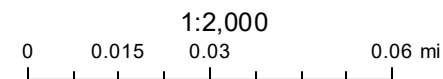


Hastings Rural Fire Zoning

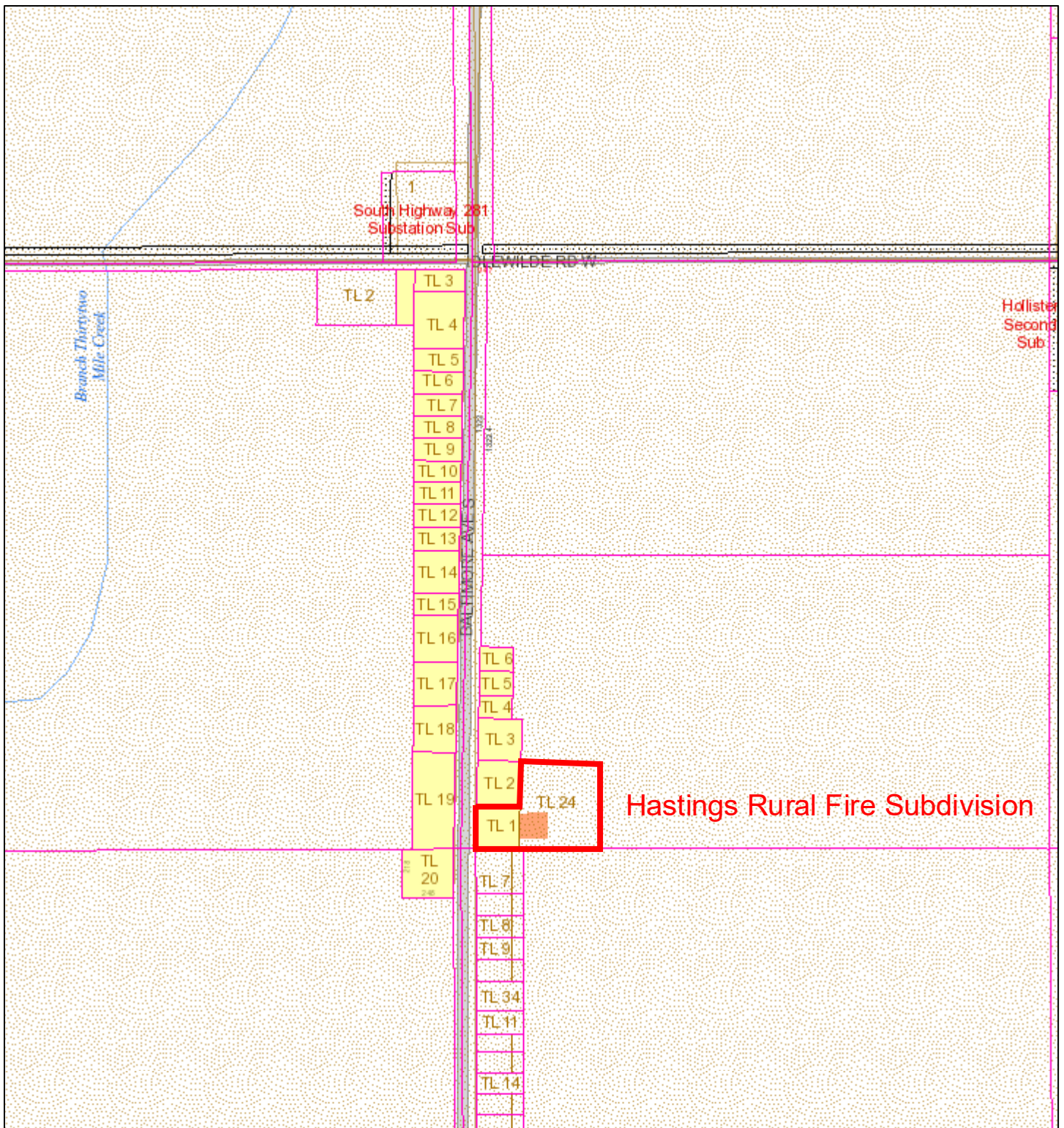


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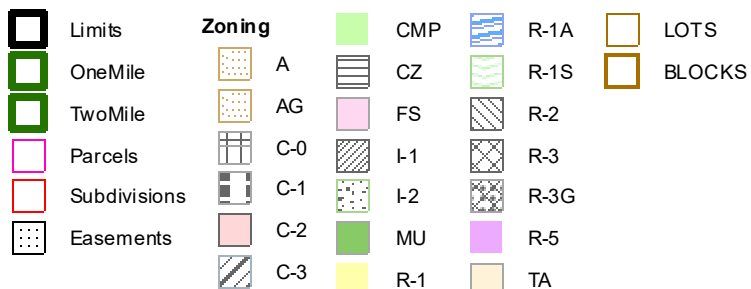
- | | | | | | | | |
|---------|---------------|-----|-----|-----|------|------|-----------|
| Limits | Subdivisions | AG | C-3 | I-1 | R-1A | R-3G | BLOCKS |
| OneMile | Easements | C-0 | CMP | I-2 | R-1S | R-5 | Addresses |
| TwoMile | Zoning | C-1 | CZ | MU | R-2 | TA | |
| Parcels | A | C-2 | FS | R-1 | R-3 | LOTS | |



Hastings Rural Fire Zoning



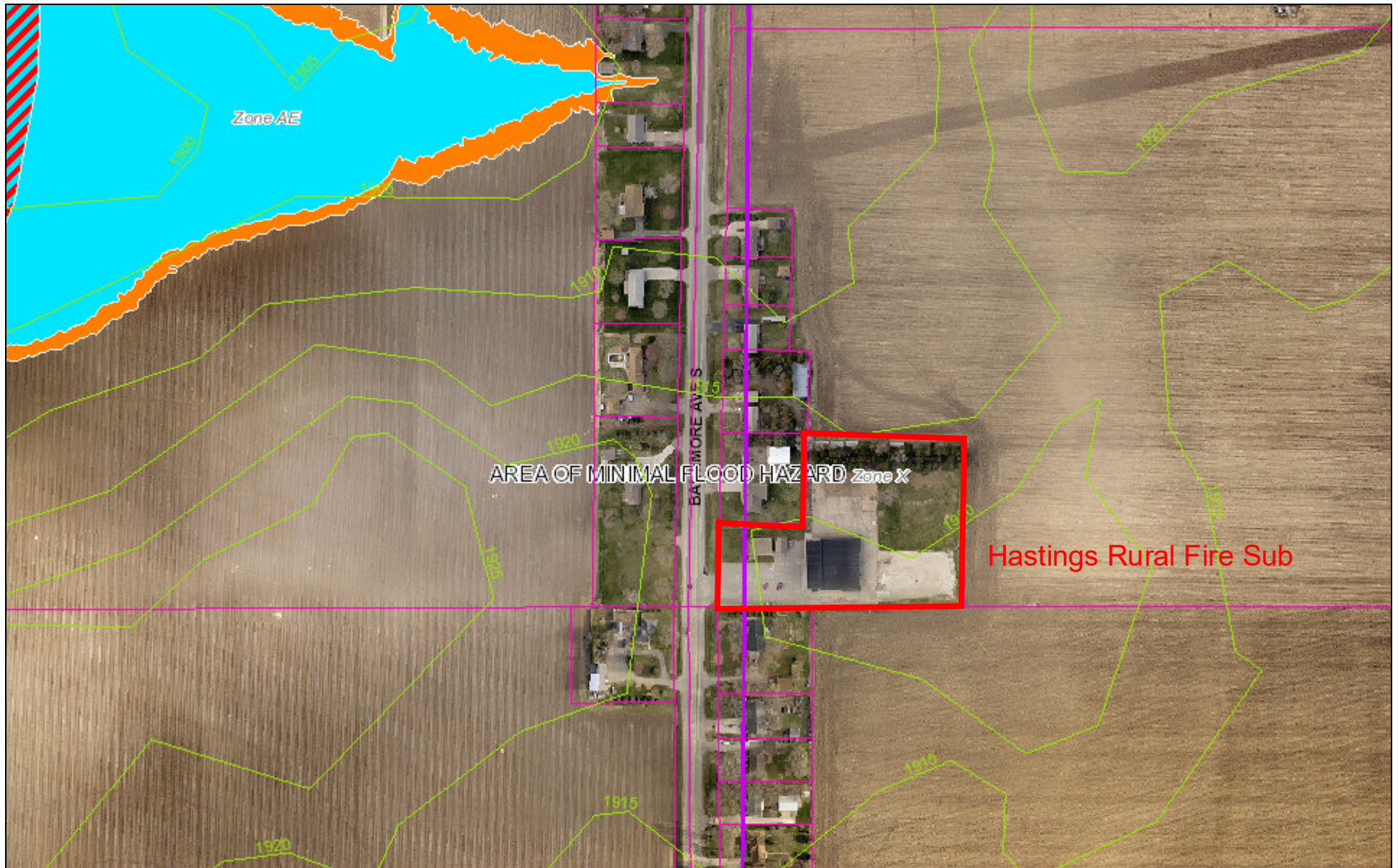
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0 0.075 0.15 0.3 mi



Hastings Rural Fire Sub Flood Map

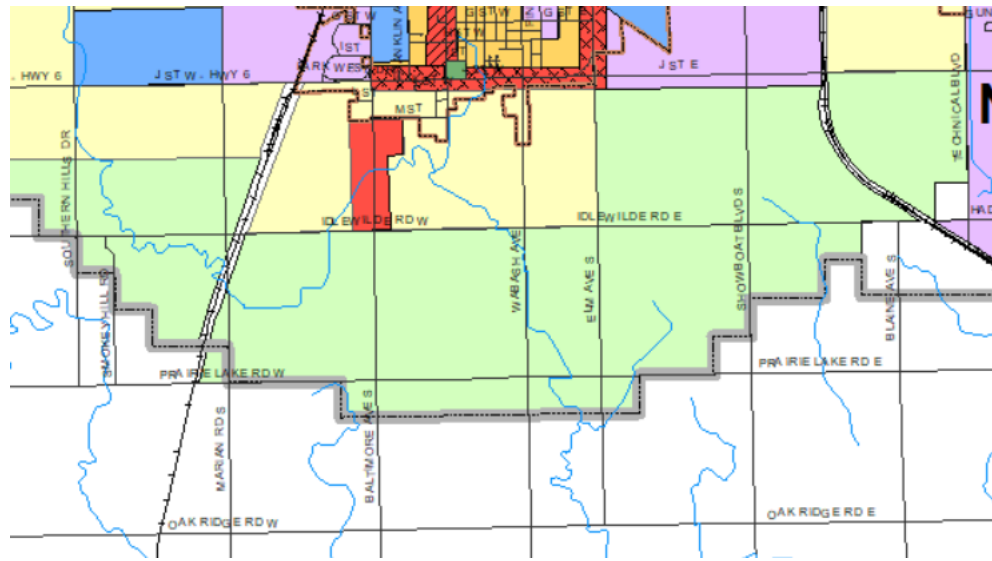


4/15/2020, 1:44:53 PM

- | | | |
|-------------------------------------|-------------------------------|---|
| Limits | Monitoring Well | Special Floodway |
| OneMile | Parcels | Area of Undetermined Flood Hazard |
| TwoMile | Flood Hazard Zones | 0.2% Annual Chance Flood Hazard |
| Institutional Control Area Boundary | 1% Annual Chance Flood Hazard | Future Conditions 1% Annual Chance Flood Hazard |
| Wellhead Protection Boundary | Regulatory Floodway | Area with Reduced Risk Due to Levee |

1:5,000
0 0.0375 0.075 0.15 mi





Department: Development Services
Staff Contact: Mark Evans, Lisa Parnell-Rowe
Council Meeting Date: 5/11/2020

AGENDA ITEM SUMMARY SHEET

Description of Item:

Approval of request by Kandy Brown for a fence height increase at 414 West 2nd Street

Names of People/Business affected by this action:

The applicant, the public and the City of Hastings

Why Council action is required:

The height of any fence may be increased with the approval of the City Council. Hastings City Code 34-305(4)(c)(i)(4).

Type of action requested:

Motion

Suggested motion:

Move to approve the fence height increase for Kandy Brown at 414 W. 2nd Street

Deadlines associated with action:

Final approval of Zoning Development-Fence Permit.

Department head comments:

This is a request of the Reno Bar to install a 9-foot high fence, in a material simulating wrought iron. Hastings City Code 34-305(4)(c)(iii)(2) limits fence height in this location to 7 feet in height. Hastings City Code 34-305(4)(c)(i)(4) allows a greater height to be approved by the City Council if there is no interference with neighboring property owner's use of their property. This request is to approve a greater fence height than City Code allows outright.

Staff has reviewed the request and finds that there is no anticipated interference with the neighboring property owner's use of their property. The fence does not present a hazard to the public, neighbors or patrons. An increased fence height provides greater security, as it would be more difficult to climb.

City Administrator comments:

Recommend approval

**City of Hastings
Development Services Department
Fence Permit Application**

Date 3/3/2020

Zoning District C-2

Location of Work 414 W 2nd St

Secondary Location

Contractor

Reno
414 W. 2nd St.
Hastings NE 68901

Phone Number:

Cell Number: (402) 469-9449

E-mail:

Owner

Reno
414 W. 2nd St.
Hastings NE 68901
402.469.9449

Phone Number 402.469.9449

E-mail

Description 8' Metal Fencing to west of bldg.

Fee \$30.00

Applicant's Signature

Kandy Brown

Approved ☐ **Disapproved** ☒

Special Conditions

1. Maximum fence height in a non-residential district is 7 feet. HMC 34-(4)(c)(iii)³⁰⁵
2. Materials shall comply with HMC 34-305(4)(c)(iv)(4)(c). Metal panels are not a permitted material.

**To: HU
HFD**

3/3/2020 ✓
3/3/2020

414 W 2nd St



3/3/2020, 11:00:41 AM

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

1:300

0	0.00225	0.0045	0.009 mi
0	0.00225	0.0045	0.009 mi



To: City of Hastings

4.27.2020

From: Corey Hallett
Reno Bar
414 W 2nd
Hastings, NE
402-984-0284

To the Hastings City Counsel,

I am taking this time to make some significant changes to the Reno. The wall between the Reno building and Gerloffs has been removed and the deck has been taken down. I would like to present the beer garden as a nice inviting space to relax and enjoy the company of friends.

My concept is changing from a Sports Bar to a home town Tavern. We are working on a new logo that will be on the windows in front along with new paint and trim.

We hope to present a lighter music so that our patrons can visit and enjoy the outdoors.

It is important that we are able to have a safe, comfortable atmosphere for our residents and out of town guests and that driving down 2nd street it will look just that way.

We have searched for a fence that will have an inviting appearance, provide the highest security for our customers and our property after closing and be cost effective for us. American Fence in Grand Island has a section of steal fence (please see enclosed picture and drawing) that was left from another job that they can sell to us at a reduced cost. This piece of fence, with a double gate in the middle is 9' tall.

I am requesting that we be aloud to install this fence at 9' rather than 7'.

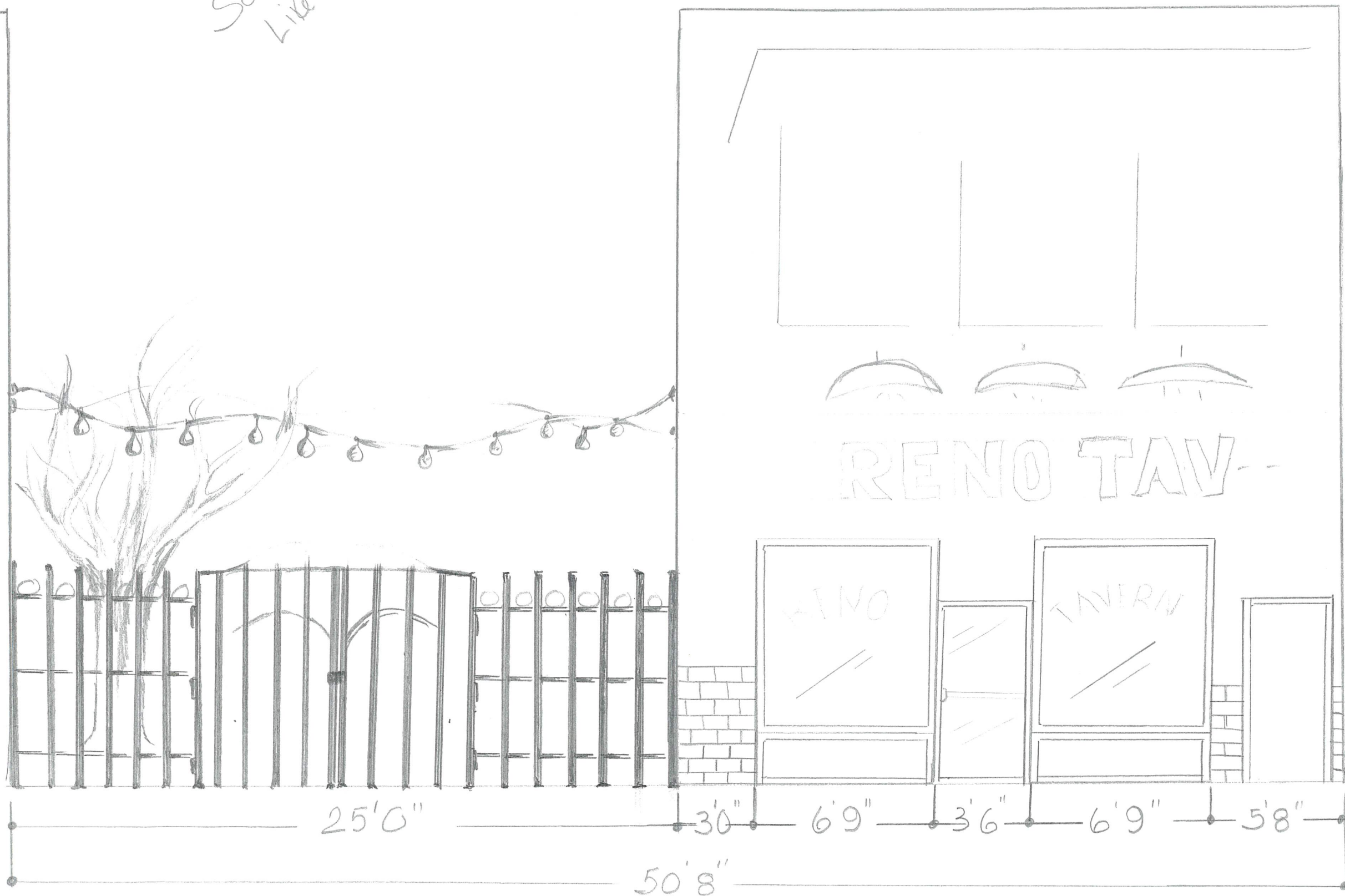
We are working to complete this project as soon as possible.

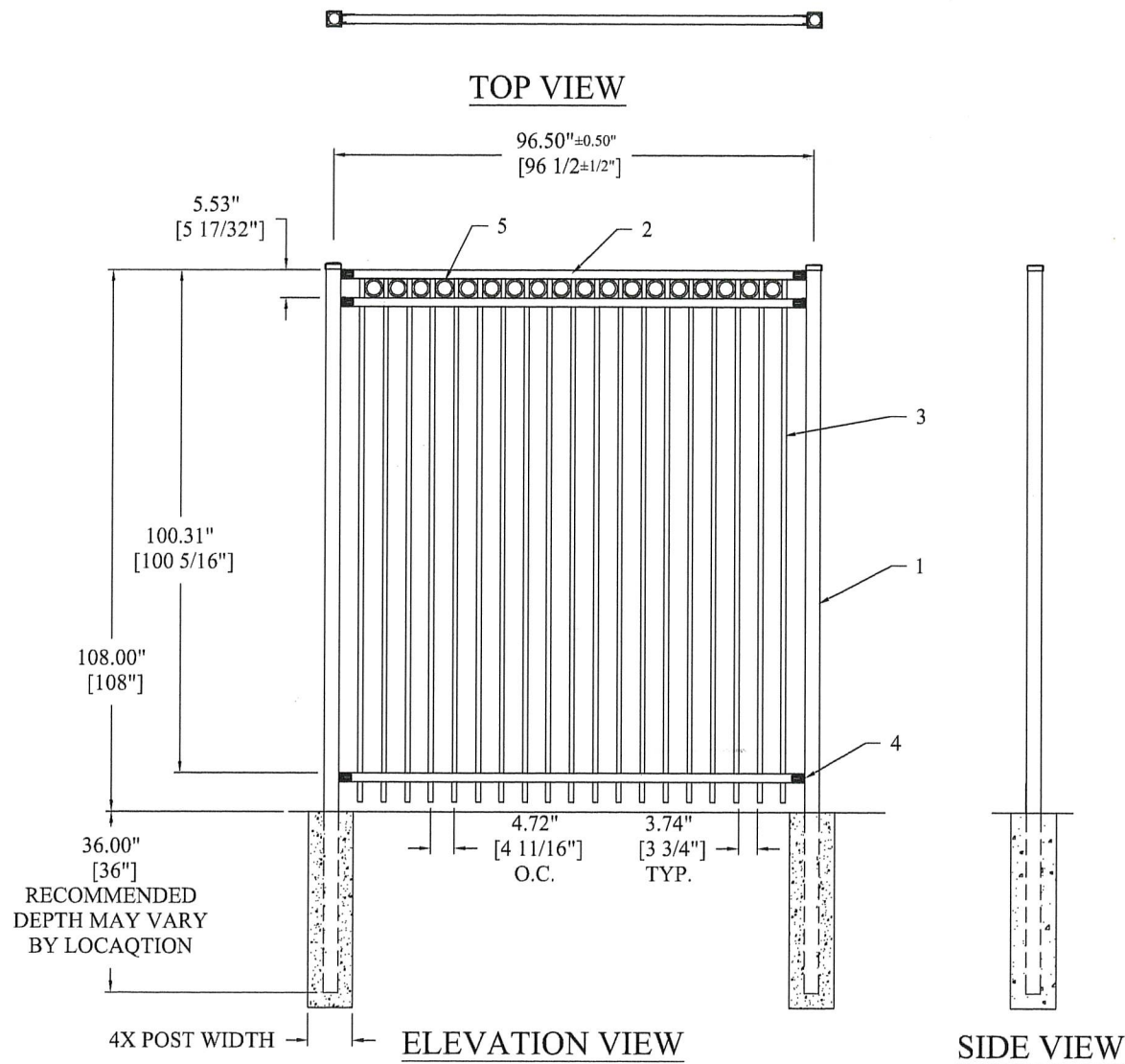
Thank you for your consideration.

Corey Hallett



Something
Like this





#	DESCRIPTION
1	3" SQ POST
2	1 3/4" SQ X 14GA FORERUNNER RAIL
3	1" SQ X 14GA PICKET
4	BX301 BRACKET
5	AX511 RINGS
	BALL CAPS



Unless Noted Otherwise				PROPRIETARY INFORMATION				1555 N. Mingo Tulsa, OK 74116 1-888-333-3422 www.ameristarllc.com	
S	Decimal:	0.0625	DO NOT SCALE	This drawing is the proprietary property of AMERISTAR, LLC. All rights reserved. It is to be used only for the manufacturing of the equipment or for the equipment. In accepting this drawing, the recipient agrees to keep this information confidential.					
I	Inch:	1/8"	OFF DRAWING						
xxx	xxx	xxx							
xxxx	xxxx	xxxx	Angular: 1/16"						
REVISION HISTORY				TITLE: AEGIS II STEEL PANEL					
REV	ECN	AUTHOR	DATE	DESCRIPTION					
A		KMc	04/21/2018	Initial Release					
				DATE: 04/21/2018		SHEET: 1 of 1			
				DRN BY: KMc		REV: A			
				DRAWING NO: 2MX3108R					

Department: City Administrator
Staff Contact: Dave Ptak, Clint Schukei
Council Meeting Date: 5/11/2020

AGENDA ITEM SUMMARY SHEET

Description of Item:

Approval of Retainer Agreement with Engineering Specialists, Inc. of Omaha, Nebraska, to do a condition assessment and forensic structural analysis of the Old Highway 281 Viaduct, a/k/a 16th Street Viaduct

Names of People/Business affected by this action:

Citizens of Hastings, and City of Hastings

Why Council action is required:

Agreements need to be approved by the City Council to be legally binding

Type of action requested:

Motion

Suggested motion:

Move to approve the Retainer Agreement with Engineering Specialists, Inc. of Omaha, Nebraska, to do a condition assessment and forensic structural analysis of the Old Highway 281 Viaduct, a/k/a 16th Street Viaduct

Deadlines associated with action:

Condition assessment and forensic structural analysis need to be done as soon as possible in order to determine the true cost of the repair of the Old Highway 281 Viaduct so ballot language can be prepared by the September 1 deadline to place items on the November 2020 ballot

Department head comments:

This assessment and analysis is a necessary step to determine the condition of the Old Highway 281 Viaduct so that an accurate cost of repair can be made so as to not overstate or understate the cost of repair to be placed in the ballot language for the November 2020 election by September 1, 2020. The recommendation from ESI is to do the assessment at a cost of \$53,800 and the forensic analysis of 3 of the viaduct's piers (worst, best, and random) at a cost of \$13,971.00/pier for a total cost of \$95,731.00. This cost would be added into the total repair cost of the Viaduct and be paid for through bonds issued for the repairs.

City Administrator comments:

Recommend approval.



Retainer Agreement

Condition Assessment and Forensic Structural Analysis

This signed agreement confirms that Engineering Specialists, Inc. (ESI) has been retained by the undersigned on behalf of the City of Hastings, to provide condition assessment, site investigation, and/or structural analysis to determine the overall structural condition of the viaduct, bridge support structure, piers and deck for the Hastings Hwy 281 Viaduct located at 16th St / Kansas Ave in Hastings, NE 68901.

The undersigned hereby acknowledges that (s)he has the authority to retain ESI to provide the aforementioned services and this retention has been made with the full consent of the authorities for city of Hastings for the bridge listed above.

The nature and scope of the services to be provided by ESI shall be agreed upon and between the parties prior to the acceptance of this assignment and commencement of any work performed by ESI. All services provided by ESI shall be provided on a fee and expense basis in accordance with ESI's estimated cost of services as listed below, in effect on the date of execution of this document.

The parties agree that city of Hastings shall be the sole source of payment of all fees and expenses for the condition assessment of the subject bridge to be provided by ESI. The undersigned further acknowledges that payment shall be made in a timely manner in accordance with the following terms and conditions:

1. An initial retainer fee of (\$26,900.00) 50% of estimated cost of Condition Assessment and Forensic Analysis of the bridge, estimated at a fee not less than a dollar amount of \$53,800.00 will be due immediately and payable by City of Hastings upon acceptance of this assignment.
2. The optional instrument testing examinations, x-ray, and or ground-penetrating radar for a pier at random for possible confirmation of the extent of corrosion of reinforcing is estimated at \$13,971.00 per pier, per location. (\$125,740.00 for 9 piers)
3. The retainer fee and this signed agreement should be submitted to ESI's home office, 15858 W Dodge Rd, Suite 300, Omaha, NE 68118, promptly, in order for the condition assessment work to be performed on the bridge. This retainer will be applied to the final invoice issued to this specific file.
4. ESI will submit to the undersigned or other authorized representative of city of Hastings service invoices on or about the end of each calendar month. All service invoices are due and payable immediately upon receipt and no later than 15 calendar days from the date of issue, or the bill will be subject to an applied late



payment fee of \$1,000.00 per whole or partial month the payment is late in being received by ESI.

5. Any additional travel related expenses beyond the initial site visit for review purposes, meeting review with others, neighborhood associations, city personal or court will be considered beyond the scope of work and will be charged in accordance with ESI's current rate @ \$325.00 per hour (8:00 AM to 5:00 PM, Monday through Friday) as additional expenses.
6. The bridge condition assessment and site investigation of the subject viaduct shall include detailed forensic structural analysis of the structural supports and top deck with photographic documentation of the defect, damage, deterioration and failure of the components of the bridge structure.
7. Work beyond the scope of this proposal, unscheduled travel without 21 days advance notice or any additional site visits necessitated by the client beyond the original scope of work shall be requested in writing and will be charged at a rate of \$295.00 per hour and cost of related travel expenses plus 10% handling charge.
8. By its signature below, on behalf of the city of Hastings, the undersigned hereby agrees that all invoices shall be paid in full and in a timely manner without regard to the forensic evaluation services provided by ESI.

By my signature below, I confirm that I have read and understood the above Condition Assessment and Forensic Structural Analysis Retainer Agreement and that I agree to abide by the stated and implied conditions for retaining ESI's services in the above matter.

Respectfully Submitted to:

City of Hastings
220 North Hastings Ave.
Hastings, Nebraska 68901

Printed Name _____ Title _____

Signature _____ Date _____

Department: Engineering
Staff Contact: Deb Bergmann
Council Meeting Date: 5/11/2020

AGENDA ITEM SUMMARY SHEET

Description of Item:

Authorization for Mayor to sign Airport Project Grant Application 3-31-0040-016-2020 for funding for engineering design of new snow removal equipment building at Hastings Municipal Airport

Names of People/Business affected by this action:

City of Hastings, Nebraska Department of Aeronautics, FAA

Why Council action is required:

City is required to submit project application to FAA in order to receive grant funding for engineering design of new snow removal equipment building.

Type of action requested:

Motion

Suggested motion:

Move to authorize the Mayor to sign Airport Grant Application for funding for engineering design of new snow removal equipment building at the Hastings Municipal Airport

Deadlines associated with action:

May 29, 2020

Department head comments:

Project application is the airport's final notice to the FAA that they will proceed with the project (3-31-0040-016-2020). FAA funds will be used to design and bidding of a new snow removal equipment building.

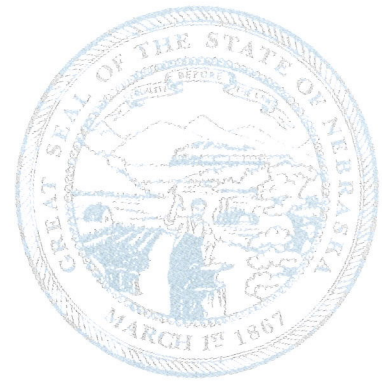
City Administrator comments:

Recommend approval

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION



Pete Ricketts, Governor

May 5, 2020

Ms. Deb Bergmann, Airport Manager
City of Hastings
220 N. Hastings Avenue
Hastings, Nebraska 68901-5144

Subject: Hastings Municipal Airport
Hastings, Nebraska
Project No. 3-31-0040-016-2020
Project Federal Grant Application

Dear Ms. Bergmann:

Enclosed is the following document:

- Project Application: The project application is the airport's final notice to the FAA that they will proceed with the project.

The above referenced document has been provided for consideration and action by the City of Hastings to complete the grant application process. Please sign and date the bottom of the third page of the application and return one copy to us either by e-mail or standard mail.

If you have any questions, please contact me at this office.

Sincerely,

Anna Lannin
Planning & Programming
NDOT Division of Aeronautics

Enclosures

Kyle Schneweis, P.E., Director

Department of Transportation

1500 Highway 2
PO Box 94759
Lincoln, NE 68509-4759

dot.nebraska.gov

OFFICE 402-471-4567

FAX 402-479-4325

NDOT.ContactUs@nebraska.gov

Aeronautics Division

3431 Aviation Road, Ste. 150
PO Box 82088
Lincoln, NE 68501
OFFICE 402-471-2371
FAX 402-471-2906

Navigation Aids Office
Kearney Municipal Airport
5065 Airport Road
Kearney, NE 68847
OFFICE 308-865-5696
FAX 308-865-5697

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
☐ Continuation
☐ Revision

*** If Revision, select appropriate letter(s):**

*** Other (Specify):**

*** 3. Date Received:**

4. Applicant Identifier:

3-31-0040-016-2020

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

3-31-0040-016-2020 (B03)

State Use Only:

6. Date Received by State:

7. State Application Identifier:

3-31-0040-016-2020 (B03)

8. APPLICANT INFORMATION:

*** a. Legal Name:** City of Hastings Nebraska

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

47-6006221

*** c. Organizational DUNS:**

0769805560000

d. Address:

*** Street1:** 220 N. Hastings Avenue

Street2:

*** City:** Hastings

County/Parish: Adams

*** State:** NE: Nebraska

Province:

*** Country:** USA: UNITED STATES

*** Zip / Postal Code:** 68901-5144

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Ms.

*** First Name:**

Anna

Middle Name:

*** Last Name:** Lannin

Suffix:

Title: Planning & Programming

Organizational Affiliation:

Nebraska DOT- Division of Aeronautics

*** Telephone Number:** (402) 471-2371

Fax Number: (402) 471-2906

*** Email:** anna.lannin@nebraska.gov

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program (AIP)

* 12. Funding Opportunity Number:

N/A

* Title:

N/A

13. Competition Identification Number:

N/A

Title:

N/A

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Construct Snow Removal Equipment Building (Phase 1, Engineering Services)

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	90,000.00
* b. Applicant	10,000.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	100,000.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title: * Telephone Number: Fax Number: * Email:

* Signature of Authorized Representative:



* Date Signed:



Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	☒ Yes ☐ No
Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	☒ Yes ☐ No ☐ N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	☐ Yes ☒ No ☐ N/A
Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	☐ Yes ☒ No ☐ N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.	
☐ The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? ☐ Yes ☐ No	
☐ The project is included in another Federal Assistance program. Its CFDA number is below.	
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?	
☐ Yes ☒ No ☐ N/A	
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:	
☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414.	
☐ Negotiated Rate equal to % as approved by (the Cognizant Agency) on (Date) (2 CFR part 200, appendix VII).	
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

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

(2) 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 Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The area around the airport is zoned for a distance of three miles from the airport property line, to control the height of structures in the vicinity of the airport. Height restriction zoning was adopted on January 14th, 1991.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

This project does not involve the location of an airport, a airport runway or a major runway extension.

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

Not applicable.

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

No changes since Exhibit A, dated 04/91 on federal project number 3-31-0040-01.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

None

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

None

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL

1. Federal Domestic Assistance Catalog Number:
2. Functional or Other Breakout:

SECTION B – CALCULATION OF FEDERAL GRANT

Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 10,000
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			90,000
5. Other Architectural engineering fees			0
6. Project inspection fees			0
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			0
12. Equipment			
13. Miscellaneous			0
14. Subtotal (Lines 1 through 13)			\$ 100,000
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			100,000
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 100,000
19. Federal Share requested of Line 18			90,000
20. Grantee share			10,000
21. Other shares			
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 100,000

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	10,000
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	\$ 10,000
25. Other Shares	Amount
a. State	
b. Other	
c. TOTAL - Other Shares	\$ 0
26. TOTAL NON-FEDERAL FINANCING	\$ 10,000

SECTION E – REMARKS (Attach sheets if additional space is required)
The following items are incorporated by reference: Engineering Agreement between the City of Hastings and Kirkham Michael: accepted by the FAA on 5/4/2020 Exhibit A dated: 04/91

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: 3-31-0040-016-2020 (B03)
AIRPORT: Hastings Municipal (KHSI)
1. Objective: Construct a building to store snow removal equipment.
2. Benefits Anticipated: Increase safety and extend equipment usable life.
3. Approach: (See approved Scope of Work in Final Application) Project will be completed through traditional construction contract. Kirkham Michael and Associates of Lincoln, Nebraska will serve as the airport's consultant to lead this effort. The design will be completed in 2020 at which time the project will be bid through a public process. Consultant shall provide observation and construction services upon awarding the project to low bid. After the bid process, the contract will be awarded to the lowest qualified bidder. Bidding is anticipated to take place such that the City will be in position to receive an AIP grant in FY2021 for construction.
4. Geographic Location: The Hastings Municipal Airport is northwest of the City of Hastings, Adams County, Nebraska.
5. If Applicable, Provide Additional Information:
6. Sponsor's Representative: (include address & telephone number) Deb Bergmann, Airport Manager 220 N. Hastings Ave Hastings, Nebraska 68901-5144 (402) 461-2330

Hastings Municipal Airport (HSI)
Hastings, Nebraska
AIP Project No. 3-31-0040-016-2020 (B03)
Hangar Construction

AIP-016
Phase I
COST SUMMARY: (May 2020)

Construction

TBD

Engineering (Olsson)

Design	\$77,379.30
Bidding	\$8,828.05
Construction	
Close Out	
Subtotal	\$86,207.35

Admin/Audit/Pub/Etc.

NDA	\$3,492.65
Legal	\$100.00
Audit/Publication	<u>\$200.00</u>
Subtotal	\$3,792.65

TOTALS	<u>\$90,000.00</u>
--------	--------------------

SUMMARY OF FUNDS: (May 2020)

Local	\$0.00
State	\$0.00
Federal (AIP)	\$81,000.00
Federal (CARES ACT)	<u>\$9,000.00</u>
Total	\$90,000.00

Department: Engineering
Staff Contact: Deb Bergmann
Council Meeting Date: 5/11/2020

AGENDA ITEM SUMMARY SHEET

Description of Item:

Approve Engineering Services Contract with Kirkham, Michael & Associates, Inc. for design and bid phases of AIP3-31-0040-016, Snow Removal Equipment Building at Hastings Municipal Airport

Names of People/Business affected by this action:

City of Hastings, Kirkham Michael & Assoc., FAA, Nebraska Department of Aeronautics

Why Council action is required:

The FAA & NDA require contract to be executed to release FAA grant funding.

Type of action requested:

Motion

Suggested motion:

Move to approve Engineering Services Contract with Kirkham, Michael & Associates, Inc. for design and bid phases for Snow Removal Equipment Building at Hastings Municipal Airport

Deadlines associated with action:

May 29, 2020

Department head comments:

The FAA has awarded the City of Hastings grant funding for the design and bid phases of AIP 3-31-0040-016 (Snow Removal Equipment Building). In order to receive the funding, the City must execute a contract for engineering services with Kirkham Michael and Associates.

1. This project has been included in the Airports CIP. Is consistent with the long range plans for the airport and, approved by FAA, NDOT division of aeronautics and the Nebraska Aeronautics Commission.
2. The FAA has approved the design for FFY 2020 with Construction to follow in FFY 2021.
3. A grant has been approved by the FAA for the design with no local match (100% federal funds) in FFY 2020.
4. Attached is the approval letter from FAA on the engineering agreement
5. Attached is the engineering agreement.

City Administrator comments:

Recommend approval



U.S. Department
of Transportation

**Federal Aviation
Administration**

Central Region
Iowa, Kansas,
Missouri, Nebraska

901 Locust
Kansas City, Missouri 64106
(816) 329-2600

May 4, 2020

Mr. David Wacker, P.E.
City Engineer
City of Hastings
220 N. Hastings Avenue
Hastings, NE 68901

Re: Hastings Municipal Airport (HSI); Hastings, NE
AIP No. 3-31-0040-016
Construct SRE Building

Subject: Engineering Agreement Acceptance

Dear Mr. Wacker:

FAA Determination

Based upon our review of the subject agreement between Kirkham Michael and City of Hastings we find the engineering agreement acceptable for use on the subject project. This engineering agreement includes the following compensation:

Services	Contract Amount	Ineligible Amount	Fee Type
Design Services	\$77,379.30	-	Not-To-Exceed
Bidding Services	\$8,828.05	-	Not-To-Exceed
Total Compensation	\$86,207.35	\$0.00	

What you need to submit now

If you have not done so, please submit a copy of the executed engineering agreement for our file.

Questions

If you have any questions, please contact me at (816) 329-2623 or timothy.mcclaran@faa.gov.

Sincerely,

Tim McClaran, P.E.
State Airport Engineer - Kansas

cc: Anna Lannin, Nebraska Department of Transportation Division of Aeronautics

Airport Improvement Program (AIP) Project No. 3-31-0040-016 (anticipated)
Hastings Municipal Airport
Hastings, Nebraska

THIS CONTRACT is made and entered into by and between the consulting firm of Kirkham, Michael & Associates, Inc. of Omaha, Nebraska, hereinafter called the "Consultant", and the City of Hastings, Nebraska, hereinafter called the "Sponsor".

For and in consideration of the mutual agreements hereinafter contained, the parties hereto agree as follows:

SECTION 1: GENERAL

The Sponsor agrees to employ the Consultant to provide the services described in Sections 3 through 6 for the following project.

1. Snow Removal Equipment Building (SRE) approximately 3,500' square foot pre-engineered steel building including concrete drives

Rob Garber, P.E., will represent the Consultant as Project Engineer and Eric Johnson will represent the Consultant as Project Manager in the performance of this agreement. No one else will be assigned to act in this capacity without the Sponsor's prior written approval. The Project Manager shall be responsible for directing and coordinating all the activities necessary to complete this project.

The Consultant will provide all equipment and personnel necessary to do the tasks listed herein, except as otherwise provided. The Consultant shall be responsible for the quality, accuracy, and coordination of the design, drawings, reports, surveys and other items furnished as part of this agreement.

SECTION 2: PRELIMINARY PHASE

This phase not used

SECTION 3: DESIGN PHASE

Under this phase, the Consultant agrees to prepare the necessary construction plans and contract documents that will include special and general conditions, construction specifications, contract forms, labor provisions, notice to bidders and proposal forms for the airport improvements listed in Section 1.

The Consultant will affix the seal of a registered Professional Engineer licensed to practice in the State of Nebraska to the construction plans and specification/contract bound volume. The Consultant agrees to provide the following services:

- a. Project management and coordination. Coordinate with the Sponsor, the Nebraska Department of Transportation Division of Aeronautics (NDOT) and the Federal Aviation Administration (FAA) to provide information on developments and decisions that are made concerning the project.
- b. Conduct a project kickoff meeting via teleconference with the Sponsor, the (NDOT) and the (FAA) in accordance with AIP Sponsor Guide No. 910 *Predesign Conference*. Kirkham Michael shall prepare a summary of the meeting that highlights critical project issues.
- c. Provide topographic surveying for completing preliminary and final design. This will include elevations and measurements of the proposed improvement area. The topographic survey will not be in accordance to AC 150/5300-18B which is for surveying runways.

- d. Provide preliminary layouts including door sizes, heat requirements, windows and other details following the requirements of Advisory Circular 150/5220-18A Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials. Present the preliminary results and recommendations at a meeting at the Sponsors locations and via teleconference with the FAA and NDOT. The Consultant will not commence with the detailed plans specifications, engineers design report until the items associated with the building are approved by FAA, NDOT and the Sponsor.
- e. Prepare detailed plans specifications, contract documents and Engineer's Design Report. FAA's current (at contract date) Advisory Circular (AC) 150/5370-10, Standards for Specifying Construction of Airports, will be used when preparing the plans and specifications. At a minimum, the Engineer's Design Report will include the following items in accordance with FAA AIP Sponsor Guide No. 920 Engineer's Report.
- General Scope of Project
 - Photographs
 - Design Standards
 - Airport Operational Safety
 - Building Size and associated details
 - Site Conditions
 - Material Available
 - Environmental Considerations (Drainage)
 - Underground Utility Lines in Work Areas
 - Miscellaneous Work Items
 - Application of Life Cycle Cost Analysis (as applicable)
 - FAA Owned Facilities
 - Non-AIP work
 - Engineers Estimate
 - Project Schedule
 - Project Budget
 - Sponsor Modifications to Design or Construction Standards
 - DBE Participation
 - Pre-design Meeting Minutes
- f. Present the results and recommendations at a meeting at the Sponsors locations and via teleconference with the FAA and NDOT. Incorporate applicable comments into the final engineers report, plans, specifications and contract documents.
- g. Provide coordination with State Fire Marshalls office.
- h. Provide soils investigation and GEO-tech report to determine footing, and pavement design for driveway
- i. Provide design for sewer, water, & electrical design for building
- j. Prepare and submit a Construction Safety and Phasing Plan (CSPP) in accordance with current Advisory Circular (AC) 150/5370-2 as of the date of this contract.
- k. Conduct a plan-in-hand on-site visit at the airport to review preliminary project plans, specifications and Engineer's Report prior to submittal. This meeting will include, Airport Manager and FAA/NDOT if able to attend, to verify all improvements are completed and shown on the plans.

- l. The consultant agrees to follow the FAA AIP Sponsor Guides (current as of the contract date) numbered below:
- FAA AIP Sponsor Guide No. 910 - Predesign Conference
 - FAA AIP Sponsor Guide No. 920 - Engineer's Report
 - FAA AIP Sponsor Guide No. 930 - Plans & Specifications
 - FAA AIP Sponsor Guide No. 940 - Regional Approved Modifications to AC 150/5370-10
 - FAA AIP Sponsor Guide No. 950 - Sponsor Modifications of FAA Standards
 - FAA AIP Sponsor Guide No. 951 - Use of State Standards
 - FAA AIP Sponsor Guide No. 960 - Operational Safety on Airport During Construction
- m. Perform Quality Control review of the above documents by a senior airport engineer prior to submittal to Sponsor, NDOT, and FAA.
- n. Submit plans, specifications, contract documents, and Engineer's Design Report. The detailed plans, specifications, contract documents, and Engineer's Design Report will be submitted to the NDOT (1 copy) and FAA (2 copies) for review within 100 days of this agreement. Submit final plans, specifications, contract documents, and Engineer's Design Report within 30 days of receipt of comments from the NDOT and FAA.
- o. Prepare and submit electronically FAA Form 7460-1 for the airspace analysis for proposed building, haul routes, boundary phase limits, and staging area that coincide with submittal of the Construction Safety and Phasing Plan.

The original documents, such as tracings, plans, specifications, maps, basic survey notes and sketches, charts, computations and other data prepared or obtained under the terms of this contract, are instruments of service and shall remain the Consultant's property. Reproducible copies of drawings and copies of other pertinent data will be made available to the sponsor upon request. Copies of disks containing all drawings will be furnished to the sponsor for their use. The Consultant will provide, without cost to the Sponsor and approving agencies, the necessary number of copies for review and approval.

This phase will be complete upon completion of all items listed above.

SECTION 4: BIDDING PHASE

Under this phase of the contract, the Consultant will assist the Sponsor in advertising and securing bids. The Consultant agrees to provide the following services.

- a. Provide sufficient copies of the approved plans and specifications to the Sponsor, plan rooms and www.QuestCDN.com for advertising and bidding. Copies of the documents will be furnished to prospective bidders at a cost fixed by Kirkham Michael. Kirkham Michael shall perform in accordance with AIP Sponsor Guide No. 1010 *Bidding*.
- b. Mail and/or email notices to potential bidders and plan rooms. Contact contractors as needed to promote general interest in the project. Maintain a planholders list.
- c. Answer questions raised during the bidding process.
- d. Issue addenda as required.
- e. Attend the bid opening at the Kirkham Michaels Lincoln Office location.

- f. Tabulate and analyze bid results.
- g. Review bidders qualifications. Evaluate bidders' compliance with Buy American Certification and DBE participation requirements.
- h. Furnish a written recommendation to the Sponsor regarding the award of the construction contract. The recommendation will include:
 - 1. Bid date
 - 2. Summarized bid table
 - 3. Evaluation of unit price extensions and total base bid, including an error check
 - 4. Addendums and acknowledgements
 - 5. Additional insured cost, if any
 - 6. DBE utilization, DBE letter of intent, DBE goal, and good faith effort (GFE) (if any) review for compliance with Sponsor's DBE program requirements
 - 7. Buy American compliance
 - 8. Confirmation of bidder's signature on proposal form
 - 9. Bid guarantee
 - 10. Pre-qualification requirements
 - 11. Pre-bid meeting (if any)
 - 12. Review of qualifications
 - 13. Debarment list verification
 - 14. Provide list of subcontractors
 - 15. Recommendation to award
- i. Conduct one teleconference to present bids to the Sponsor.
- j. Assist the Sponsor with the submission of documents necessary to obtain construction contract approval in accordance with AIP Sponsor Guide No. 1020 *Contract Award*, except that the Sponsor Certification will be prepared and submitted by the NDOT.
- k. After FAA's, NDOT, and Sponsor's approvals, prepare all executed contract documents necessary for the project including bonds, insurance, contracts, drawings, etc. Bind the contract documents with the specifications and provide one bound set each to FAA, NDOT, Sponsor, and Contractor. Provide PDF (1-each) copies to FAA, NDOT and Sponsor.

This phase will be considered complete when the executed contracts have been approved by the Sponsor, FAA and NDOT. Re-advertising, if necessary, will be negotiated under a supplemental agreement to this contract.

SECTION 5: CONSTRUCTION PHASE

(INCLUDES OBSERVATION)

Based on estimated 70 Working Days (Estimated Construction Contract Time)

(This phase will be added later by amendment)

Under this phase the Consultant agrees to perform the following services.

- a. Project Administration. Provide general consultation and technical assistance to the Sponsor during all construction phases. Coordinate with the Sponsor, NDOT, and FAA to ensure all parties have timely information on developments and decisions that are made concerning the project. Provide 5 sets of plans and specifications to the Construction Contractor for their use.

- b. Prepare and submit Quarterly Performance Reports.
- c. Assign a Project Engineer to the project who will periodically perform Construction observation of the work in progress. It is estimated that the Project Engineer will make 3 site visits: 1 visit prior to the start of installation, 1 visit during installation and 1 towards the end.
- d. Review shop drawings and all materials data submitted by construction contractors for general compliance with design concepts and Buy American provisions. Kirkham Michael's review of such information is not a guarantee of suitability, does not relieve the Contractor of any of its responsibilities and the Contractor shall remain solely responsible and liable for the quality and completion of the Project in compliance with contract documents.
- e. Conduct a preconstruction conference per AIP Sponsor Guide No. 1040 *Preconstruction Conference*. Submit a formal report of the conference discussions.
- f. Upon receipt of NDOT, FAA, and Sponsor authorization, issue the Notice to Proceed to the Construction Contractor. NDOT and FAA authorization will not be issued until all conditions are met in accordance with AIP Sponsor Guide No. 1050 *Notice to Proceed*.
- g. Provide full-time on-site Construction Observation in accordance with AIP Sponsor Guide No. 1030 *Construction Management Program*, and while the Contractor is constructing major work items for the project. Guide No. 1070 *Inspections: Development Projects will also be followed*. A Construction Observation Program will not be required for this project.
- h. Submit weekly FAA Form 5370-1 "Construction Progress and Inspection Reports" and testing reports to the Sponsor, NDOT, and FAA.
- i. Provide a weekly photo log with the Construction Reports for each week that the contractor is on-site from the start of construction until substantial completion.
- j. Monitor compliance with Davis-Bacon requirements, DBE requirements, and E.E.O requirements per AIP Sponsor Guide No. 1060 *Labor Provisions: Development Projects* and Guide No. 1073 *Monitoring Labor and Civil Rights Requirements: Development Projects*. Provide Davis-Bacon compliance documentation to Sponsor during the project close-out.
- k. Prepare and negotiate construction contract modifications, change orders and supplemental agreements per AIP Sponsor Guide No. 1080 *Contract Modifications*.
- l. Review amounts owed to construction contractors and prepare progress estimate forms certified by construction contractor(s).
- m. Arrange and conduct final walk-through with Sponsor and Construction Contractor. Prepare punch list and monitor completion of punch list items.
- n. Arrange and attend final inspection.

SECTION 5A: CLOSE-OUT PHASE
(This phase will be added later by amendment)

Under this phase the Consultant agrees to perform the following services for final close-out documents which, shall be provided to NDOT and FAA within 90 days of the final acceptance date (per FAA AIP Sponsor Guide No. 1610-Development Project Closeout) and prior to the consultant's final pay request.

1. Sponsor Certification for Final Acceptance
2. Final Inspection Report Form 5100-17 prepared by NDOT
3. Final Outlay Report (SF-271) – prepared by NDOT
4. Final Federal Financial Report (SF-425) –prepared by NDOT
5. Final Project Cost Summary – prepared by NDOT
6. Summary of DBE Utilization – to be included in the Final Construction Report
7. Final Construction Report – one copy each to Sponsor, NDOT and FAA Provide PDF (1-each) copies to FAA, NDOT and Sponsor.
8. As-built Drawings – provide one full-sized set to NDOT; include half-sized set in Final Report and provide in pdf format.
9. As-built Airport Layout Plan –will be completed for the building related construction items only

SECTION 6: SPECIAL SERVICES

Under this phase, the Consultant will provide the following services. Services not listed in Sections 3 through 6 can only be added by supplemental agreement to this contract. All supplemental agreements are subject to the same approvals as this agreement.

- a. Architectural services will be provided by Weidner Architecture of Omaha, NE. This will include design, bidding and construction services.
- b. Laboratory tests, soil investigations, and geo-technical report for this project will be Mid-State Engineering and Testing Kearny, NE..
- c. Structural services will be provided by Performance Engineering of Omaha, NE
- d. Building electrical design, bid and CE services shall be provided by Morrissey Engineering of Omaha, NE
- e. Airport Layout Plan (ALP) preparation or update to meet FAA standards, feasibility studies, environmental studies and assessment reports and photogrammetry surveys is not included in this contract.

SECTION 7: FEES AND CHARGES

The Sponsor shall pay the Consultant for the services described in this agreement as follows:

Section 2: Preliminary Phase. NOT USED

Section 3: Design Phase. Payment for the items included in Section 3 Design Phase shall be made based on direct salary, overhead costs and reimbursable expenses incurred plus a fixed payment of \$ 7,031.84 and sub-contract costs. The schedule of charges and reimbursable expenses is Exhibit B attached and made a part hereto. Labor and general administration overhead percentage shall be supported by a statement of overhead expenses certified by the consultant's auditor or a governmental auditor.

The total charges for Section 3 will not be greater than the "Not-to-Exceed" (NTE) amount of \$ 77,379.30 if

the scope of services is increased, then the "Not-to-Exceed" amount may be increased by a supplemental agreement to this contract. No payment above the Not-to-Exceed limit shall be made without prior approval of an amendment supported by proper justification.

Payment shall be due monthly for incurred charges and expenses based on detailed invoices. Invoices shall include a pro rata portion of the fixed fee with the final invoice adjusted to include the remaining unpaid balance of the fixed fee. Payment shall be due according to the following payment schedule:

A 25% retainage of the total payment will be withheld until after plans and specifications are approved.

Section 4: Bidding Phase. Payment for the items included in Section 4 Bidding Phase shall be made based on direct salary, overhead costs and reimbursable expenses incurred plus a fixed payment of \$ 833.36 and sub-contract costs. The schedule of charges and reimbursable expenses is Exhibit C attached and made a part hereto. Labor and general administration overhead percentage shall be supported by a statement of overhead expenses certified by the consultant's auditor or a governmental auditor.

The total charges for Section 4 will not be greater than the "Not-to-Exceed" (NTE) amount of \$ 8,828.05 if the scope of services is increased then, the "Not-to-Exceed" amount may be increased by a supplemental agreement to this contract. No payment above the Not-to-Exceed limit shall be made without prior approval of an amendment supported by proper justification.

Payment shall be due monthly for incurred charges and expenses based on detailed invoices. Invoices shall include a pro rata portion of the fixed fee with the final invoice adjusted to include the remaining unpaid balance of the fixed fee.

85% when bids received;
15% when item e in Section 4: Bidding Phase is completed

Section 5: Construction Phase. **Will be Added by Addendum** Payment for the items included in Section 5 Construction Phase shall be made based on direct salary, overhead costs and reimbursable expenses incurred plus a fixed payment of \$ _____ and subcontract costs. The schedule of charges and reimbursable expenses is Exhibit D attached and made a part hereto. Labor and general administration overhead percentage shall be supported by a statement of overhead expenses certified by the consultant's auditor or a governmental auditor.

The total charges for Section 5 will not be greater than the "Not-to-Exceed" (NTE) amount of \$ _____ if 1) the construction work is completed within the construction contract aggregate time allowance; and 2) the scope of work as set forth in Section 1 is not exceeded. If construction contract time is exceeded or the scope of services is increased then the "Not-to-Exceed" amount may be increased by a supplemental agreement to this contract. No payment above the Not-to-Exceed limit shall be made without prior approval of an amendment supported by proper justification.

Payment shall be due monthly for incurred charges and expenses based on detailed invoices. Invoices shall include a pro rata portion of the fixed fee with the final invoice adjusted to include the remaining unpaid balance of the fixed fee.

Section 5A: Close Out Phase. **Will be Added by Addendum** Payment for the items included in Section 5A, Close out Phase, shall be the lump sum of \$ _____ shown on Exhibit E, attached and made a part hereto. Payment shall be due according to the following payment schedule.

"Payment shall be due when the final close-out documents are accepted and approved by FAA and NDOT"

Section 6: Special Services. Testing laboratory services are estimated to be \$ 3,000.00. The estimated amount

may be increased with (1) prior modification from the Consultant and approval from the Sponsor, NDOT and FAA, and (2), execution of a supplemental agreement to this contract. If the testing fees come close to the limit and it becomes apparent that the project cannot be completed within the limit, the Consultant shall notify the Sponsor, NDOT and FAA, the notification shall include a brief justification for the overrun referencing applicable tests required by the specifications and a revised Exhibit D-2 depicting the new schedule of charges.

Payment shall be due monthly for incurred charges and expenses based on detailed invoices. Invoices shall include a pro rata portion of the fixed fee with the final invoice adjusted to include the remaining unpaid balance of the fixed fee.

If Special Services are added during the course of this contract, a supplemental agreement will be executed to cover any added fees when the services are authorized. All supplemental agreements are subject to the same approvals as this agreement.

Section 7: Payment Provisions and Adjustments. All payments shall be made based on the lump sum amounts or unit charges and fixed fees, as provided. If the scope of consultant services changes, causing an increase or decrease to the Consultant's costs, this contract shall be adjusted to cover the increase or decrease in costs. If circumstances beyond the control of the Consultant require more than 18 months from the date of this agreement to complete the work specified herein, this contract may be adjusted to cover any increase in the Consultant's costs yet to be incurred. All adjustments shall be negotiated in the same manner as this contract and shall be executed as a Supplemental Agreement to the original contract. The Sponsor will not reduce the Consultant's final payment for any part of the project designed but not actually constructed.

The Consultant shall attach a separate Exhibit to this agreement for each subconsultant used in each phase for any part of the services to be performed by subconsultant. Subconsultant Exhibits shall break out hours, rates and fees necessary for determination of reasonableness of cost.

Federal Contract Provisions dated November 12th, 2019 are attached to this Agreement and shall be considered incorporated and be an integral part of this agreement.

FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

ALL REFERENCES MADE HEREIN TO "CONTRACTOR", "PRIME CONTRACTOR", "BIDDER", "OFFEROR", AND "APPLICANT" SHALL PERTAIN TO THE ARCHITECT/ENGINEER (A/E).

ALL REFERENCES MADE HEREIN TO "SUBCONTRACTOR", "SUB-TIER CONTRACTOR" OR "LOWER TIER CONTRACTOR" SHALL PERTAIN TO ANY SUBCONSULTANT UNDER CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO "SPONSOR" AND "OWNER" SHALL PERTAIN TO THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING CONTRACTS WITH THE A/E.

ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.333, 2 CFR § 200.336, and FAA Order 5100.38

The contractor must maintain an acceptable cost accounting system. The contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and sub-tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS – TITLE VI ASSURANCE

Reference: 49 USC § 47123 and FAA Order 1400.11

A) Title VI Solicitation Notice

The **(City of Hastings)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

B) Title VI Clauses for Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

- 1) **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they maybe amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2) **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- 4) **Information and Reports:** The contractor will provide all information and reports required by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5) **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6) **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

C) Title VI List of Pertinent Nondiscrimination Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non- discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252),(prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

DISADVANTAGED BUSINESS ENTERPRISE

Reference: 49 CFR part 26

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carryout applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (☑) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is (✓) is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is (✓) is not (✓) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

ENERGY CONSERVATION REQUIREMENTS

Reference: 2 CFR § 200, Appendix II (H)

Contractor and each subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Reference: 29 USC § 201, et seq.

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHT TO INVENTIONS

Reference: 2 CFR § 200 Appendix II (F) and 37 CFR §401

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

SEISMIC SAFETY

Reference: 49 CFR part 41

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard which provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

TAX DELINQUENCY AND FELONY CONVICTION

Reference: Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76) and DOT Order 4200.6

Certification - The applicant represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Certification - The applicant represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months. A felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes

conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

TRADE RESTRICTION CERTIFICATION

Reference: 49 USC § 50104 and 49 CFR part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

- a) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
- c) has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- a) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- b) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- c) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

Reference: 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING\$3,500

DISTRACTED DRIVING

Reference: Executive Order 13513 and DOT Order 3902.10

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING\$10,000

TERMINATION OF CONTRACT

Reference: 2 CFR § 200 Appendix II (B)

Termination for Convenience

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination by Default

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating

the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) Termination by Owner: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
 - 1) Perform the services within the time specified in this contract or by Owner approved extension;
 - 2) Make adequate progress so as to endanger satisfactory performance of the Project;
 - 3) Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b) Termination by Consultant: The Consultant may terminate this Agreement in whole or in part, if the Owner:
 - 1) Defaults on its obligations under this Agreement;
 - 2) Fails to make payment to the Consultant in accordance with the terms of this Agreement;
 - 3) Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000

DEBARMENT AND SUSPENSION

Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, and DOT Order 4200.5

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

- 1) Checking the System for Award Management at website: <https://www.sam.gov>.
- 2) Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
- 3) Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR § 200 Appendix II (E)

1) Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2) Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3) Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any

other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4) Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference: 31 U.S.C. § 1352 – Byrd Anti-Lobbying Amendment; 2 CFR part 200, Appendix II (J); and 49 CFR part 20, Appendix A

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

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

ROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000

BREACH OF CONTRACT TERMS

Reference: 2 CFR § 200 Appendix II (A)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

CLEAN AIR AND WATER POLLUTION CONTROL

Reference: 2 CFR § 200 Appendix II (G)

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

Kirkham Michael

Exhibit A
Design Phase
Hastings Municipal Airport
SRE building
AIP 3-31-0040-016

Item No. 1 - Direct Salary Costs

Title	Hours	Direct Salary Rate/Hour	Costs
Principal	8	\$91.35	\$ 730.80
Sr. Project Engineer	40	\$91.35	\$ 3,654.00
Project Manager	80	\$56.73	\$ 4,538.40
Project Engineer	80	\$45.92	\$ 3,673.60
CADD Tech.	130	\$33.50	\$ 4,355.00
Survey Manager	6	\$67.31	\$ 403.86
Asst. Engineer	55	\$29.57	\$ 1,626.35
Party Chief	30	\$34.75	\$ 1,042.50
Clerical	30	\$25.00	\$ 750.00
Total Direct Salary			\$ 20,774.51

Item No. 2 - Labor and General & Administrative Overhead

Percentage of Direct Salary Costs	182.07%	\$ 37,824.15
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Item No 3 - Subtotal of Items 1 & 2 **\$ 58,598.66**

Item No. 4 - Fixed Fee: 12% of Item 3 **\$ 7,031.84**

Item No. 5 - Direct Non-Salary Expenses

Travel	440	\$0.57	\$ 250.80
Meals	4	\$12.00	\$ 48.00
Hotel		\$110.00	\$ -
Printing		\$1,500.00	\$ -
Total Non-Salary Expenses			\$ 298.80

Item No. 6 - Subconsultants

Architect	\$ 1,725.00
Soils	\$ 3,000.00
Structual eng	\$ 1,725.00
Mech eng	\$ 5,000.00
Total Subs	\$ 11,450.00

Item No. 7 - hourly not to exceed 3, 4, 5 & 6 **\$ 77,379.30**

Kirkham Michael

Exhibit B

Bid Phase

Hastings Municipal Airport

SRE building

AIP 3-31-0040-016

Item No. 1 - Direct Salary Costs

Title	Hours	Direct Salary Rate/Hour	Costs
Principal		\$88.95	\$ -
Sr. Project Engineer		\$88.95	\$ -
Project Manager	10	\$55.29	\$ 552.90
Project Engineer	20	\$44.48	\$ 889.60
CADD Tech.		\$32.50	\$ -
Survey Manager		\$63.47	\$ -
Asst. Engineer	30	\$29.15	\$ 874.50
Party Chief		\$33.75	\$ -
Clerical	4	\$24.30	\$ 97.20
Total Direct Salary			\$ 2,414.20

Item No. 2 - Labor and General & Administrative Overhead

Percentage of Direct Salary Costs 187.66% \$ 4,530.49

Item No 3 - Subtotal of Items 1 & 2 \$ 6,944.69

Item No. 4 - Fixed Fee: 12% of Item 3 \$ 833.36

Item No. 5 - Direct Non-Salary Expenses

Travel	0	\$0.57	\$ -
Meals	0	\$12.00	\$ -
Hotel	0	\$100.00	\$ -
Total Non-Salary Expenses			\$ -

Item No. 6 - Subconsultants

Strucutal	\$ 550.00
Mech engineer	\$ 500.00
Total Subs	\$ 1,050.00

Item No. 7 - Hourly Not to exceed 3, 4, 5 & 6 \$ 8,828.05

Kirkham Michael & Associates, Inc.
Statement of Direct Labor, Fringe Benefits and General Overhead
For the Year Ended November 30, 2019

Description	General Ledger Balance	Portion Unallowable	FAR Ref.	Total Proposed
Direct Labor	<u>\$ 3,702,391.91</u>	<u>\$ -</u>		<u>\$ 3,702,391.91</u>
Fringe Benefits				
Vacation/Sick/Holiday	\$ 515,665.83	\$ -		\$ 515,665.83
Payroll Taxes	473,430.81	6,431.98	(m)	466,998.83
Group Insurance	867,098.36			867,098.36
Pension	491,541.19	52,799.77	(a)	438,741.42
Employee Welfare	52,090.93	26,158.46	(b)	25,932.47
Total Fringe Benefits	<u>\$ 2,399,827.12</u>	<u>\$ 85,390.21</u>		<u>\$ 2,314,436.91</u>
General Overhead				
Indirect Labor	\$ 3,136,268.84	\$ 496,605.09	(c)	\$ 2,639,663.75
Rent-Office	343,894.12			343,894.12
Utilities and Maintenance	36,090.38			36,090.38
Printing and Print Supplies	19,475.57			19,475.57
Supplies	29,234.56			29,234.56
Field Supplies and Equipment	55,245.16			55,245.16
Vehicle Expense	98,739.01	457.04	(d)	98,281.97
Postage and Shipping	9,502.11			9,502.11
Equipment Rent/Maintenance	457,624.17			457,624.17
Interest	35,191.20	35,191.20	(e)	-
Telephone	85,443.22			85,443.22
Business Insurance	194,937.25			194,937.25
Legal and Accounting Fees	53,690.88	9,180.46	(f)	44,510.42
Travel	165,863.94	44,968.00	(g) (b)	120,895.94
Dues, Fees and Subscriptions	179,822.36	6,889.17	(h)	172,933.19
Depreciation and Amortization	106,664.61			106,664.61
State Income and Personal Property Tax	11,937.35			11,937.35
Contributions	5,470.00	5,470.00	(i)	-
Key Person Life	16,437.00	16,437.00	(j)	-
Promotion	57,027.04	57,027.04	(k)	-
Federal Taxes	1.00	1.00	(l)	-
Total General Overhead	<u>\$ 5,098,559.77</u>	<u>\$ 672,226.00</u>		<u>\$ 4,426,333.77</u>
Total Indirect Costs	<u>\$ 7,498,386.89</u>	<u>\$ 757,616.21</u>		<u>\$ 6,740,770.68</u>
Percentage of Direct Labor				182.07%

FAR References:

- (a) 31.205-6(q) - The value of the ESOP stock contribution is limited to the fair market value of the stock on the date that title is effectively transferred to the trust.
- (b) 31.205-14 - Entertainment costs for the purpose of employee relations are not allowed.
- (c) 31.205-6 - Reasonable compensation calculated
- (d) 31.205-6(m)(2) - Personal use of company vehicle costs are not allowed.
- (e) 31.205-20 - Interest and other financial costs are not allowed.
- (f) 31.205-19 - Cost to correct own defects are not allowed.
- (g) 31.205-51 - Alcoholic beverages costs are not allowed.
- (h) 31.205-22 - Lobbying and political activity costs are not allowed.
- (i) 31.205-8 - Contributions and donations are not allowed.
- (j) 31.205-19 - Key-Person life insurance cost not allowed when company is beneficiary.
- (k) 31.205-1 - Public relations and advertising costs are not allowed.
- (l) 31.205-4 - Federal income taxes are not allowed.
- (m) 31.201-6(a) When an unallowable cost is incurred, directly associated costs are also unallowable.

APPROVALS.

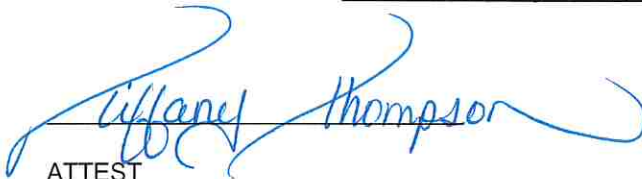
It is understood and agreed that this contract and any subcontracts or supplemental agreements are subject to approval by the Nebraska Department of Transportation Division of Aeronautics and the Federal Aviation Administration before any state or federal funds are obligated.

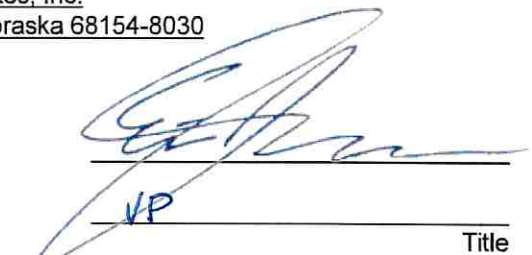
IN TESTIMONY WHEREOF, the parties hereto have caused this contract to be executed by their duly authorized representatives on this _____ day of _____, 20__, with copies to be filed with the Nebraska Department of Transportation Division of Aeronautics and the Federal Aviation Administration.

CONSULTING FIRM

Kirkham, Michael & Associates, Inc.

12700 West Dodge Road, Omaha, Nebraska 68154-8030


ATTEST


VP
Title

AIRPORT SPONSOR

City of Hastings, NE

220 North Hastings, Ave

Hastings, NE 68901

ATTEST

Title

Department: Museum
Staff Contact: Becky Matticks
Council Meeting Date: 5/11/2020

AGENDA ITEM SUMMARY SHEET

Description of Item:

Approval of Museum Exhibit Design Contract with RLR Associates, Inc.

Names of People/Business affected by this action:

Hastings Museum Patrons
City of Hastings

Why Council action is required:

Approval of a contract

Type of action requested:

Motion

Suggested motion:

Move to approve contract for Museum Exhibit Design with RLR Associates, Inc.

Deadlines associated with action:

Use of the Museum's Half Cent Sales Tax funds must be done in this fiscal year.

Department head comments:

The staff and boards of the Hastings Museum have been planning this project for some time. The first phase of exhibit planning includes the location and size of the Naval Ammunition Depot exhibit. The NAD exhibit is one of the Museum's projects listed for Half Cent Sales Tax funding. This first phase also includes the conceptual development and schematic design of the entire second floor of the Museum. Adding a significant exhibit such as the one planned on the NAD affects the size and location of our other exhibits. The Hastings Museum Foundation is on board with this project and raised \$20,000 with the Brooking Society to help fund the initial planning phase. The remaining \$8,870 will be provided by the sales tax already collected and in the Museum Sales Tax fund.

The Hastings Museum is grateful for the generous donations from Brooking Society members and the support of the Hastings Community.

City Administrator comments:

Recommend approval

PROFESSIONAL DESIGN SERVICES AGREEMENT

This Agreement made and entered on this, the 1st day of April 2020,

between the DESIGNER:

RLR Associates, Inc.
1302 N. Illinois Street
Indianapolis, Indiana 46202

and the OWNER:

Hastings Museum
1330 N Burlington Avenue
Hastings, Nebraska 68901

for services connected with the following Project:

Hastings Museum – Second Floor Exhibit Redesign

The DESIGNER and OWNER agree to the following terms and conditions:

1.0 Designer Responsibilities

- 1.1 Performance** – Designer shall perform and carry out in a timely and professional manner consistent with industry standards the services identified in the Scope of Work, Attachment A. All design work shall be of original form by the Designer and not knowingly in violation of any trademark or copyright infringements. Services not covered by the Agreement shall not be performed by Designer without the prior written consent of the Owner.
- 1.2 Schedule** – Designer shall submit for Owner approval a schedule of activities which may be adjusted as required as the project proceeds. This schedule shall include allowances of time for the Owner review and approval of submissions. Once approved by Owner, Designer shall adhere to the schedule for all services performed under this Agreement.
- 1.3 Meetings** – Designer shall conduct and/or participate in periodic meetings, strategic planning sessions, and presentations for review of concepts and design as part of the services to be performed at no additional charge to Owner.
- 1.4 Content** – Designer shall assist in the identification, compilation and assessment of text, imagery, and audio/visual materials to be used as content for the execution of design.
- 1.5 Copy Development** – Designer shall assist in the review and editing of messages, terminology, nomenclature/naming and writing of usable text for identity, wayfinding and interpretive signage and labels.
- 1.6 Documents** – Designer will maintain drawings, specifications, electronic data and other documents generated in the process of executing design services into PDF format. The documents shall be the property of Owner and shall be made available to the Owner upon request provided that payment terms have been met. The Designer shall retain final artwork for a period of twelve months from the date of the final invoice. Upon expiration of this period, all such materials will be discarded unless the Owner requests their continued storage.
- 1.7 ADA Compliance** – Design work shall be in compliance with the Americans with Disabilities Act as of the date of this document, and as may be modified during the term of this Agreement and during the time the services are performed.
- 1.8 Public Review** – Designer shall prepare drawings and documentation suitable for review by public authorities and stakeholder groups.

2.0 Owner Responsibilities

- 2.1 Representation** – Owner shall appoint a sole representative with full authority to provide or obtain any necessary information and approvals required by the Designer, as well as respond to and make timely approval to Design submittals.

PROFESSIONAL DESIGN SERVICES AGREEMENT – Page 2

2.0 Owner Responsibilities (continued)

- 2.2 **Reviews** – Owner shall make timely communication of administrative and/or operational decisions if they affect the design or production of creative or technical items.
- 2.3 **Data Request** – Owner shall provide accurate, timely, and complete information and materials requested by the Designer such as existing communications products, and approved content.
- 2.4 **Proofing** – Owner shall be responsible for final proofreading and written sign-off of all project documents including text, images, artwork and design drawings before their release for production. In the event that the Owner has approved work where errors, such as typographic, text grammar, misspellings, and undesirable images or audio tracks remain in the finished product, the Owner shall incur the cost of correcting such errors.

3.0 Compensation

- 3.1 **Design Fees** – Designer shall be compensated for the design of items described in Attachment A for fees and reimbursable expenses as presented in Attachment B; provided however, nothing contained in this Agreement shall require Owner to pay for services and/or expenses in advance of those services being performed and/or before such expenses are incurred.
- 3.2 **Reimbursable & Production Expenses** – Reimbursable expenses incurred in the execution of services that are not billed directly to Owner, such as: stock photography, illustrations, 3-dimensional visual materials necessary for production, art supplies, prototypes, finish material samples, digital art products, film, and proofing materials. long distance communication (phone and fax), express mailing, postage and courier services, etc., will be invoiced at the Designer's direct cost and are due upon submittal of invoice.
- 3.3 **Payment Schedule** – Invoices will be presented based on percent of services completed. All invoices are due upon receipt; any invoices unpaid thirty (30) days after invoice date will bear interest of two (2%) percent per month accrued or the maximum amount permitted by Nebraska law for governmental entities, whichever is the lesser amount.

4.0 Terms and Conditions

- 4.1 **Duration** – The services required from the Designer shall be provided for a period of twelve (12) months commencing on the date of the signing of this Agreement. If services required have not been provided within this term, the Owner may extend this Agreement by giving written notice to the Designer.
- 4.2 **Implementation** – The Owner shall contract and pay directly for implementation services such as print production, web/digital programming, fabrication and construction. The Designer shall not be held responsible for the quality or timeliness of a contractor's work, whether or not the Designer assists the Owner in evaluating and selecting the contractor.
- 4.3 **Ownership** – Designer acknowledges and agrees that the Owner shall be the beneficiary of work under this agreement. Designer further acknowledges and agrees that limited use rights to final approved design concepts and artwork created by the Designer shall belong to the Owner. It is understood that the Designer cannot grant rights for brands (logos), artwork, font libraries, photography, etc. that were not created by Designer.
- 4.4 **Assignment** – Except as provided in Section 4.3 of this agreement, neither the Owner nor the Designer may assign or transfer their interest in this agreement without written consent of the other party.
- 4.5 **Liability** – This section is intentionally left blank.
- 4.6 **Termination** – Either party may terminate this agreement after giving 10 days written notice. In the event of the termination of this contract, the Designer shall be paid in full for undisputed invoices performed up to the termination date. Upon termination, regardless of the reason, Designer shall relinquish any specific work product to Owner.

4.0 Terms and Conditions (continued)

- 4.7 **Third Party Agreements** – Designer shall not subcontract tasks and responsibilities under this Agreement without the prior written consent of Owner.
- 4.8 **Indemnification** – The Owner shall defend, indemnify and hold the Designer harmless from all suits, claims, judgments and liabilities of any kind whatsoever, including, without limitation, property damage and bodily injury or death arising out of this agreement or project by the Owner due to any intentional or negligent acts, errors or omissions of the Owner or its agents, other contractors or employees including costs of litigation and reasonable attorneys' fees. Designer shall defend, indemnify and hold Owner, its elected and appointed officials, employees, attorneys and agents harmless from all suits, claims, judgments and liabilities of any kind whatsoever, including, without limitation, property damage and bodily injury or death arising out of this agreement or project by Designer due to any errors or omissions of Designer or its agents, contractors or employees, including costs of litigation and reasonable attorneys fees.
- 4.9 **Authority** – The Owner represents that it has full power and authority to enter into this agreement and that it is binding and enforceable in accordance with its terms. The Designer represents that it has full power and authority to enter into this agreement and that it is binding and enforceable in accordance with its terms.
- 4.10 **No Discrimination** – Designer represents that it and its subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to the employee's or applicants hiring, tenure, terms, conditions or privileges of employment or any other matter directly or indirectly relating to employment, because of the or applicant's race, religion, color, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach to this Agreement.
- 4.11 **E-Verify**– Designer is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employees.
- 4.12 **Title VI**– Pursuant to the Title VI Non-Discrimination Program of the City of Hastings Designer agrees to comply with the provisions set forth in Appendix A to CITY's Title VI Non-Discrimination Program, if applicable. A copy of said provisions are attached hereto as Attachment C. Any reference to "contractor" in Attachment C shall mean "Designer" for purposes of this Agreement.
- 4.13 **Insurance** – Designer shall provide owner with insurance in the minimum amounts set forth on Attachment D and evidenced by a Certificate of Liability Insurance setting forth the coverage and minimum limits listed on Attachment D. Owner shall be listed as an additional insured and contain a waiver of subrogation rights.

AGREED AND ACCEPTED:

Authorized for Designer:
RLR Associates, Inc.



Signature

Rodney Reid

Name (printed)

Authorized for Owner:
City of Hastings

Signature

Name (printed)

President

Title

May 5, 2020

Date

Title

Date

SCOPE OF WORK

The Hastings Museum (HM), part of the City of Hastings, is engaging the services of the RLR/GEOGRAPH Exhibit Design Team (herein referred to as “RLR”) to provide the *Phase I – Second Floor Renovation of the Museum* (the “Project”). Phase 1 scope of work involves Conceptual Development and Schematic Design only. (Future phases will include full exhibit design development, artwork, construction, and installation.)

The Second Floor of HM represents an approximately 17,000 sq. ft. space on the northeast side of the building. These exhibits were developed and designed between 1950 and the mid-1980s with just a few updates since completion. Exhibit topics center on the natural and cultural history of Nebraska, with the timeline ending roughly in the 1950s. RLR understands the work to include design of the overall floor plan and theme of the Museum’s second floor exhibits. The exhibit design involves three key exhibits: *Kool-Aid, Naval Ammunition Depot, and Cretaceous Sea/Fossils* within that floor plan.

WORK PLAN

The work to be performed by RLR involves Conceptual Development and Schematic Design of second floor exhibits. RLR will work collaboratively and efficiently to create a vision that meets the HM budget and timeline. The project will be implemented in three (3) sessions outlined below. The project will conclude with the delivery of a Vision Book suitable for fundraising.

Session 1 – Discovery & Programming

- Identify Critical Success Factors & Museum Goals
- Develop Artifact & Major Component Inventory
- Identify Physical Space Conditions (Structural, Electrical, Lighting, HVAC)
- Engage Stakeholders (User Demographics): Define Standards
- Review Current & Projected Program Requirements
- Interpretive Plan Outline
- Theme & Subject Area Identification

Session 2 – Visioning & Conceptual Design

- Content & Story Outline & Exhibit Mapping (by subject)
- Look & Feel of Displays & Exhibitory
- Space Layout & Exhibit Plan
- Low- & High-Tech Interactive Options & Recommendations
- Structural & Technical Requirements

Session 3 – Vision Book Review & Presentation

- Prepare Exhibit Construction Budget Spreadsheet
- Design Sketches, Exhibit Floor Plan, Content Outline
- Concept Renderings/Vignettes, Precedents

Deliverables:

- Session 1** - Project Narrative, Learning Objectives & Program Outline, Inventories
- Session 2** - Color-Coded Content Plans, Dimensioned Exhibit Floor Plan, Electrical/Lighting Plan Space Bubble Diagram, Production Schedule
- Session 3** - Vision Book Assembled, Compilation of Work Product
- Hardcopy** - 4 Bound Books & PDF on Flash Drive

Communication: Throughout the project the RLR will be engaged in on-going communication via online/web conferencing, phone and email.

SCOPE OF WORK

PROJECT SCHEDULE

A detailed schedule for the project will be developed in conjunction with HM after the project kick-off meeting. We understand that HM expects to complete Project no later than December 2020.

ADDITIONAL SERVICES

The following items and activities may be required to complete the work identified in the Vision Book and are not included in the above phase. Any or all of these items may be performed as an Additional Service to this contract. These services will be priced and presented for authorization prior to commencement. Additional services for this project include, but are not limited to:

- A. **Design Development & Documentation.** The creation of a set of documents that would be used for exhibit design and production planning. These documents include design drawings, location plans, content/message schedules, and specifications for the visual devices used in the project.
- B. **Artwork Production.** The digital production of source files for illustrations, photographic imagery, and text used in output and reproduction of graphics: art and graphics for wayfinding and orientation maps (to be used on signage, web, brochures, etc.).
- C. **Acquisition of Copyrights and Licenses.** This includes identifying, selecting and purchasing use licenses for art, photography, illustrations, typography and typefaces.
- D. **Content Creation & Editing.** Data research, writing of text for interpretive exhibits and messaging. This may involve research, writing, editing and label design.
- E. **Exhibit Production.** The actual fabrication, construction and installation of exhibits, displays and components that comprise the renovation project. This may include shop drawings, sample reviews, art and artifact acquisition and preparation.

COMPENSATION

For the Phase 1 Conceptual Development & Schematic Design of the Hastings Museum Second Floor Exhibit Redesign project, the RLR will provide creative and consulting services for a lump sum fee plus expenses as identified below:

Design & Consultation Fee **\$20,000.00**

Reimbursable Expenses - Expenses attributable to the execution of services (that are not included in the fees above) will be presented to HM for approval prior to incurrence and invoiced at 1.0 times our direct cost. Expenses based on our current understanding of the project may include, but are not limited to:

A. Reproductions & Studio materials	\$500.00
B. Express mailing, postage, and courier services	\$300.00
C. Prototypes and samples	\$500.00
D. Font libraries and propriety software license	\$450.00
E. Project Travel & Lodging	\$7,120.00
Travel (Airfare - 8 people/round trips, from IND & LUK to LNK) - \$3,600	
Transportation (Car Rental from LNK to Hastings, 8 days) - \$720	
Lodging (16 people/nights – Hastings) - \$1,920	
Food (Breakfast & Dinner – 16 meal/days) - \$880	

Reimbursable Expense Allowance \$8,870.00

Design Fee & Expense Allowance \$28,870.00

FEE SCHEDULE

- A) Fifty Percent of Design Fee (\$10,000) will be due upon completion of *Session 1 – Discovery*.
- B) All expenses incurred to date, one day after each work Session in Hastings are due upon receipt.
- C) Balance of Design Fee, fifty percent (\$10,000) will be due upon completion of *Session 3 – Vision Book Presentation & Review*.
- D) Final expenses accounting will be invoiced and due upon receipt.

ATTACHMENT C-Page 1
APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the (*Recipient*) or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the (*Recipient*), or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the (*Recipient*) shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b.) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as the (*Recipient*) or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the (*Recipient*) to enter into such litigation to protect the interests of the (*Recipient*), and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/01/2020

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

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

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

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

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

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

Re: List event or activity information

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

CERTIFICATE HOLDER

CANCELLATION

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