

**HASTINGS CITY COUNCIL
AGENDA**

**Council Chambers – City Hall
220 North Hastings Avenue
December 11, 2017
5:30 PM**

ROLL CALL:

PLEDGE OF ALLEGIANCE:

MOTION TO ADOPT CURRENT AGENDA for December 11, 2017 Regular Meeting.

PUBLIC NOTICE - Official Notice of the Regular Meeting was published in the Hastings Tribune on Friday, December 8, 2017. Pursuant to Nebraska Revised Statute Section 84-1412, the public is advised that a copy of today's agenda and all reproducible written material which will be discussed at today's meeting is located at the back of the Council Chambers. Also, a current copy of the Nebraska Open Meetings Act is posted on the south wall of the Council Chambers which is accessible to members of the public.

COUNCIL COMMUNICATION:

Reports of Liaisons.

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

MAYOR'S COMMUNICATIONS:

Service Anniversaries.

CONSENT AGENDA:

1. All Consent Items.
 - (a) Approval of the minutes of the Council Meeting of November 27, 2017
 - (b) Approval of the minutes of the Special Council Meeting of November 20, 2017
 - (c) Approval of the minutes of the Worksession of November 20, 2017
 - (d) Approval of claims and the payroll
 - (e) Approve receiving and placing on file department monthly reports
 - (f) Approval of Work Order EL-32

- (g) Approve of Work Order SL-115
- (h) Approval of Work Order WA-339
- (i) Approval of Work Order WA-335
- (j) Approval of Work Order WA-319

REGULAR AGENDA:

- 2. Unfinished Business of Preceding Meeting.
- 3. Public Hearings.
- 4. General Business.
 - (a) Advising of objections to Street Improvement District 2017-2...Osborne Drive West and Foundation Place (Cul-de-sac)
 - (b) Approval of the final plat for Raymaker and Blake's Second Subdivision of the City of Hastings
 - (c) Approval of contract between the City of Hastings and the State of Nebraska Department of Economic Development for Community Development Block Grant No. 17-DTR-105
 - (d) Approval of awarding contract for professional engineering design services for Airport Improvement Program-Project No. 3-31-0040-015 for replacement of existing hangar door at the Hastings Airport
 - (e) Approval of awarding contract for Project 2017-MHVAC for HVAC renovation for Hastings Museum
- 5. Ordinances and Resolutions.
 - (a) Ordinance No. 4539 amending Section 3-503 of the City Code to update the City's Nepotism Policy
 - (b) Ordinance No. 4540 creating Street Improvement District No. 2017-4 (33rd Street)
 - (c) Ordinance No. 4542 to amend Section 3-506 of the Official City Code regarding Holidays
- 6. Final Passage of Ordinances.
- 7. Appointments.
- 8. Miscellaneous and Other Business.

9. Possible Closed Session (if necessary or requested).

ADJOURN:

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

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

December 2017 Service Anniversaries

December 1 - Carl Bauman, Parks, 40 years

December 3 - Gwen Sheppard, HU Bus. Office, 10 years

December 5 - Pete Kortum, Police, 5 years

December 5 - Vicki Sinner, Police, 20 years

December 16 - Rebecca Kvetensky, Museum, 20 years

CITY OF HASTINGS, NEBRASKA
MINUTES OF CITY COUNCIL REGULAR MEETING
Monday, November 27, 2017

Pursuant to due call and notice thereof, a Regular Meeting of the City Council of the City of Hastings, Nebraska was conducted in the Council Chambers of City Hall, 220 N. Hastings Avenue, on November 27, 2017.

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

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

Moved by Ginny Skutnik seconded by Butch Eley to adopt current agenda for November 27, 2017 Regular Meeting. Roll Call: Ayes: John Harrington, Paul Hamelink, Phil Odom, Scott Snell, Butch Eley, Sarah Hoops, Ginny Skutnik. Nays: None. Absent: Jeniffer Beahm. The motion carried.

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

COUNCIL COMMUNICATION:

Councilmember Snell congratulated Dave Rippe on his new position at the state level.

Councilmember Hamelink reported on the Airport Advisory Board meeting. Progress was made on the Request for Proposals for a Fixed Base Operator.

CITIZEN COMMUNICATIONS:

None.

MAYOR'S COMMUNICATIONS:

Mayor Stutte congratulated Adam Story as the future Police Chief. He also congratulated Dave Rippe on his new position.

CONSENT AGENDA:

1. All Consent Items.

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

(a) Approval of the minutes of the Council Meeting of November 13, 2017

(b) Approval of claims and payroll

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

(d) Approval of Work Order SW-326

(e) Approval of Work Order WA-346

REGULAR AGENDA:

2. Unfinished Business of Preceding Meeting.

None.

3. Public Hearings.

(a) Moved by Phil Odom seconded by Scott Snell to adjourn as Mayor and City Council and reconvene as Board of Equalization. Roll Call: Ayes: John Harrington, Paul Hamelink, Phil Odom, Scott Snell, Butch Eley, Sarah Hoops, Ginny Skutnik. Nays: None.

Absent: Jeniffer Beahm. The motion carried.

Public hearing on the levying of assessments in Alley Improvement District No. 2013-1 and Street Improvement District 2016-2.

The Mayor declared that in accordance with published notice, it was now time to conduct a hearing relative to the levy of special assessments in Alley Improvement District No. 2013-1 and in Street Improvement District No. 2016-2, and declared the public hearing open. The Mayor asked the City Clerk if any written objections had been filed. The City Clerk reported the following written objections:

Alley Improvement District No. 2013-1: NONE

Street Improvement District No. 2016-2: NONE

The Mayor then asked if there were any persons present who wished to be heard concerning the proposed assessments in said Alley Improvement District No. 2013-1 and in said Street Improvement District No. 2016-2. The following persons appeared:

Alley Improvement District No. 2013-1: NONE

Street Improvement District No. 2016-2: NONE

There being no persons wishing to be heard concerning the improvements and the proposed levy of special assessments within said Alley Improvement District No. 2013-1 and in said Street Improvement District No. 2016-2, the Mayor declared the hearing closed.

(d) Moved by John Harrington seconded by Paul Hamelink to adjourn as Board of Equalization and reconvene as Mayor and City Council. Roll Call: Ayes: John Harrington, Paul Hamelink, Phil Odom, Scott Snell, Butch Eley, Sarah Hoops, Ginny Skutnik. Nays: None.

Absent: Jeniffer Beahm. The motion carried.

(c) Resolution No. 2017-50 levying assessments in Alley Improvement District 2013-1

Moved by Ginny Skutnik seconded by Butch Eley to approve Resolution No 2017-50 levying assessments in Alley Improvement District 2013-1. Phil Lorenzen, DA Davidson, stood to speak. Recommendation to set interest rate at 4.5%, based on probable cost of borrowing to roll those into financing. Roll Call: Ayes: John Harrington, Paul Hamelink, Phil Odom, Scott Snell, Butch Eley, Sarah Hoops, Ginny Skutnik. Nays: None. Absent: Jeniffer Beahm.

The motion carried.

(f) Moved by Sarah Hoops seconded by Ginny Skutnik to approve Resolution No 2017-51 levying assessments in Street Improvement District No. 2016-2.

Roll Call: Ayes: John Harrington, Paul Hamelink, Phil Odom, Scott Snell, Butch Eley, Sarah Hoops, Ginny Skutnik. Nays: None. Absent: Jeniffer Beahm. The motion carried.

(g) Public hearing on the request of the City Engineer to adopt Storm Water Management Plan (SWMP) and amend Sections 42-101, 42-102, 42-112, 42-114, and 42-117 of Hastings City Code regarding Storm Water Management. Dave Wacker, City Engineer, gave a staff report. This item was on the council worksession. This reflects a requirement by the Nebraska Department of Environmental Quality (NDEQ) for our stormwater management program. No public testimony was given. Clerk received no objections.

ORDINANCE NO. 4531 AMENDING SECTIONS 42-101, 42-102, 42-112, 42-114, AND 42-117 OF HASTINGS CITY CODE REGARDING STORM WATER MANAGEMENT

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

The Mayor then stated the question "Shall Ordinance No. 4531 be passed and adopted?" Upon roll call vote the following Councilmembers voted Ayes: John Harrington, Paul Hamelink, Phil Odom, Scott Snell, Butch Eley, Sarah Hoops, Ginny Skutnik. Nays: None. Absent: Jeniffer Beahm. The motion carried.

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

The passage and adoption of said ordinance having been concurred in by a majority of all members of the Council, the Mayor declared the ordinance adopted upon second and final reading and the Mayor signed and approved the ordinance. City Clerk attested the passage approval of the same and affixed her signature thereto. Published in the Hastings Tribune on December 1, 2017. Effective date of the ordinance is December 13, 2017.

4. General Business.

(a) Moved by Ginny Skutnik seconded by Butch Eley to award bid to Landmark Implement, Inc. for the purchase of a Compact Utility Tractor for the Parks Department. Jeff Hassenstab, Parks and Recreation Director, stated this will replace an older tractor. Roll Call: Ayes: John Harrington, Paul Hamelink, Phil Odom, Scott Snell, Butch Eley, Sarah Hoops, Ginny Skutnik. Nays: None. Absent: Jeniffer Beahm. The motion carried.

(b) Moved by Sarah Hoops seconded by Ginny Skutnik to approve the extension of the Underwriting Engagement Letter with D. A. Davidson as the City's Fiscal Agent and authorize the Mayor and City Administrator to sign and acknowledge the same. Phil Lorenzen, DA Davidson, stated this is a required agreement, but is non-binding, per government regulations. Roll Call: Ayes: John Harrington, Paul Hamelink, Phil Odom, Scott Snell, Butch Eley, Sarah Hoops, Ginny Skutnik. Nays: None. Absent: Jeniffer Beahm. The motion carried.

(c) Moved by Ginny Skutnik seconded by Scott Snell to award the bid to purchase two (2) 2018 police package SUV vehicles in the amount of \$60,192.00 to Hastings Ford. Captain Adam Story stated these vehicles will replace fleet vehicles that are in the patrol division. Roll Call: Ayes: John Harrington, Paul Hamelink, Phil Odom, Scott Snell, Butch Eley, Sarah Hoops, Ginny Skutnik. Nays: None. Absent: Jeniffer Beahm. The motion carried.

5. Ordinances and Resolutions.

(a) ORDINANCE NO. 4536 CREATING STREET IMPROVEMENT DISTRICT 2017-3

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

Dave Wacker gave a staff report. This is the initial process for creating a paving district. Objections to the district may be filed with the clerk. Dave Rippe, HEDC, spoke in support of the district.

The Mayor then stated the question "Shall Ordinance No. 4536 be passed and adopted?" Upon roll call vote the following Councilmembers voted Ayes: John Harrington, Paul Hamelink, Phil Odom, Scott Snell, Butch Eley, Sarah Hoops, Ginny Skutnik. Nays: None. Absent: Jeniffer Beahm. The motion carried.

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

The passage and adoption of said ordinance having been concurred in by a majority of all members of the Council, the Mayor declared the ordinance adopted upon second and final reading and the Mayor signed and approved the ordinance. City Clerk attested the passage approval of the same and affixed her signature thereto. Published in the Hastings Tribune on December 1, 2017. Effective date of the ordinance is December 13, 2017.

(b) ORDINANCE NO. 4538 TO RENAME PIN TAIL AVENUE AND PIN TAIL CIRCLE TO PINTAIL AVENUE AND PINTAIL CIRCLE

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

The Mayor then stated the question "Shall Ordinance No. 4538 be passed and adopted?" Upon roll call vote the following Councilmembers voted Ayes: John Harrington, Paul Hamelink, Phil Odom, Scott Snell, Butch Eley, Sarah Hoops, Ginny Skutnik. Nays: None. Absent: Jeniffer Beahm. The motion carried.

Councilmember Sarah Hoops moved that the statutory rule requiring reading on three different days be suspended; Councilmember Ginny Skutnik seconded the motion to suspend the rules and upon roll call vote the following Councilmembers voted Ayes: John Harrington, Paul Hamelink, Phil Odom, Scott Snell, Butch Eley, Sarah Hoops, Ginny Skutnik.

Nays: None. Absent: Jeniffer Beahm. The motion to suspend the rules was adopted by three fourths vote of the Council and the statutory rule was declared suspended for consideration of said ordinance.

The passage and adoption of said ordinance having been concurred in by a majority of all members of the Council, the Mayor declared the ordinance adopted upon second and final reading and the Mayor signed and approved the ordinance. City Clerk attested the passage approval of the same and affixed her signature thereto. Published in the Hastings Tribune on December 1, 2017. Effective date of the ordinance is December 13, 2017.

6. Final Passage of Ordinances.

None.

7. Appointments.

None.

8. Miscellaneous and Other Business.

None.

Moved by Butch Eley seconded by Scott Snell no further business to adjourn at 5:59p.m.
Roll Call: Ayes: John Harrington, Paul Hamelink, Phil Odom, Scott Snell, Butch Eley, Sarah Hoops, Ginny Skutnik. Nays: None. Absent: Jeniffer Beahm. The motion carried.

APPROVED:

Corey Stutte, Mayor

ATTEST:

Kimberly S. Jacobitz, City Clerk

(S E A L)

CITY OF HASTINGS, NEBRASKA
MINUTES OF CITY COUNCIL SPECIAL MEETING
Monday, November 20, 2017

Pursuant to due call and notice thereof, a Special Meeting of the City Council of the City of Hastings, Nebraska was conducted in the Second Floor Conference Room of City Hall, 220 N. Hastings Avenue, on November 20, 2017.

The meeting was called to order at 5:30 p.m. in Special Session by Mayor Stutte with the following members present: John Harrington, Paul Hamelink, Phil Odom, Scott Snell, Butch Eley, Sarah Hoops, Ginny Skutnik, Jeniffer Beahm. Absent: None.

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

Mayor Stutte read the Public Notice of the Special Meeting which was published in the Hastings Tribune on Friday, November 17, 2017. Pursuant to Nebraska Revised Statute Section 84-1412, the public is advised that a copy of today's agenda and all reproducible written material which will be discussed at today's meeting is available. Also, a current copy of the Nebraska Open Meetings Act is posted and is accessible to members of the public.

REGULAR AGENDA:

1. Possible appointment of Police Chief.

Mayor Stutte recommended appointment of Adam Story as Police Chief for the City of Hastings.

Moved by Scott Snell seconded by Butch Eley to approve Mayor's appointment of Adam Story as Police Chief. Roll Call: Ayes: John Harrington, Paul Hamelink, Phil Odom, Scott Snell, Butch Eley, Sarah Hoops, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: None. The motion carried.

Adam Story thanked everyone for their support throughout the process.

Moved by Phil Odom seconded by Ginny Skutnik there being no further business to adjourn at 5:35p.m. Roll Call: Ayes: John Harrington, Paul Hamelink, Phil Odom, Scott Snell, Butch Eley, Sarah Hoops, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: None. The motion carried.

APPROVED:

Corey Stutte, Mayor

ATTEST:

Kimberly S. Jacobitz, City Clerk

(S E A L)

CITY OF HASTINGS, NEBRASKA
MINUTES OF CITY COUNCIL WORKSESSION
Monday, November 20, 2017

The Worksession was called to order by Council President John Harrington with the following member present: Paul Hamelink, Phil Odom, Scott Snell, Butch Eley, Sarah Hoops, Ginny Skutnik, Jeniffer Beahm.

Others Present: Mayor Corey Stutte, Joe Patterson, Dave Wacker, Deb Bergmann, Steve Kostner, Brent Brooks, Kevin Johnson, Amy Hafer, Becky Matticks, Jeff Hassenstab, Don Threewitt, Dave Ptak, Brad Beahm, Becky Matticks.

PUBLIC NOTICE - Official Notice of the Worksession was published in the Hastings Tribune on Friday, November 17, 2017. Pursuant to Nebraska Revised Statute Section 84-1412, the public is advised that a copy of today's agenda and all reproducible written material which will be discussed at today's meeting is available. Also, a current copy of the Nebraska Open Meetings Act is posted and accessible to members of the public.

Presentation and discussion on adopting Storm Water Management Plan (SWMP) and amending sections of Chapter 42, Storm Water Management.

Dave Wacker, City Engineer, indicated that several years ago the City adopted regulations and management practices dealing with runoff. He stated that dealing with runoff is a serious business and the EPA has fined communities for not dealing with it appropriately. He said they are before the Council tonight to bring them up to date on modifications to the current City Code regarding Storm Water Management.

Deb Bergmann, Environmental Engineering Assistant, began presentation on Storm Water Management Plan (SWMP) and amending sections of Chapter 42, Storm Water Management. *(Attached and made part of original minutes.)* She told Council that DEQ writes their permit for Storm Water Management. She indicated that the new permit has a lot more tracking and places more emphasis on post construction controls. She told Council that the City is overdue for a permit and talked about the Storm Water Management Plan and the control measures required. Ms. Bergmann indicated that a lot of what she is going over is already in the Hastings City Code and that again, the main change is just more tracking requirements. She talked about inspections and that they would be tracked by the EPA to make sure they are following up on the inspections. She told Council much of what is before them is modeled after what Kearney has put together as they were recently audited and had to develop much of it. She stated that the "Stop Work Order" had been added as an enforcement tool and she felt that was a good addition.

Councilmember Harrington asked who does the inspections and how often.

Ms. Bergmann indicated that she could do them, the Development Services Department or Building Inspector and that they would do inspections at least quarterly.

Councilmember Odom questioned if they would be looking in the future to build a storm water treatment facility.

Ms. Bergmann indicated each construction site is responsible for their own storm water management.

Discussion of Library and Museum Board functions.

Mayor Stutte indicated this was a follow up of discussion from earlier this year regarding the Museum Board and Library Board going to advisory boards. The draft ordinance that the City Attorney put together was passed out to Council. He indicated there has been some discussion with County Board Members regarding the Library Board.

Joe Patterson, City Administrator, stated that the Library is a true City/County library receiving taxes from each. He went on to explain that basically the Library and Museum would function like any other City department with the one main change being the department director hiring and firing running through the City Administrator's office and not the board. He stated there would not be a change in function of the Library or Museum but the functions of the boards would change.

Mayor Stutte indicated that the ordinance before Council deals with more than just the Library and Museum Boards but also Director of Human Resources and Director of Information Technology. He suggested setting up some working groups including Library and Museum board members to discuss changes.

Councilmember Harrington felt they were heading in the right direction and want to be consistent and get everyone on the same playing field.

Brad Beahm, Library board member, stated that they wanted to get past renovation of the Library building and now that it is complete, would like to be included in the discussion regarding Library Board changes.

Mayor Stutte stated they would set up working groups and move forward over the next few months.

Councilmember Hamelink stated they might also consider a town hall meeting for citizens so that they could respond to changes without having to come to a more formal City Council Meeting.

Mayor Stutte stated they would talk about putting one of those together after the working groups meet.

Update on sports complex agreement with City of Hastings and USA Softball of Nebraska.

Mr. Patterson indicated this item was on the agenda in response to a letter to the editor of the Tribune regarding the Nebraska Softball Complex. He reviewed the history of the complex indicating that in 1994 Hastings was selected as the site for the Nebraska softball facility beating out eight other communities. He passed out to Council the operating contract between the City and Nebraska Softball Foundation. Mr. Patterson stated the 30 acres of land is owned by the City of Hastings and leased to the Nebraska Softball Foundation with the Nebraska Softball Foundation being responsible for improvements and the City of Hastings Parks Department maintaining the facility. He stated that he and Jeff Hassenstab, Parks and Recreation Director, both serve on the Nebraska Softball Association Board and that the facility is home to Hastings College softball and baseball, Hastings High School softball and Adams Central softball. He went on to tell Council it is a wonderful facility and a great benefit to the City but it is not owned by the City but is managed by the City.

Councilmember Harrington stated that the economic impact of the facility is huge to the community of Hastings.

Mr. Patterson indicated he intended to share the letter with members of the Nebraska Softball Foundation and stated that some of the complaints were valid and they will be looking in to those.

Discussion of design standards on 33rd Street.

Mr. Wacker began discussion on the design standards on 33rd Street by stating they wanted to design for the future and for all user groups. He indicated that 33rd Street is listed in the One & Six Year Street Plan and explained there is currently an 80' utility easement, 62' paved street with three through traffic lanes with the outer lanes serving as parking. He stated they were looking at the possibility of tapering the street but still facilitating bike lanes where practicable and also providing space for parking. Mr. Wacker stated the question was how they should continue the development of 33rd Street.

Complete Streets were talked about and the City being committed to that and the kind of community they wanted to become.

Mr. Wacker explained that the developer pays the cost of a 36' wide street and over that is paid for by the City.

Discussion was had on safety standards, keeping lanes lined up and calculating the tapering of lanes, speed limits in residential areas and parking concerns.

Mayor Stutte questioned if they had met with the developer regarding width or access to parking.

Mr. Wacker indicated they had and the developer had concerns.

Councilmember Odom stated in the past they have went with the least expensive and have had to come back later and widen and it was more expensive than if they would have done it in the first place. He stated he felt perhaps they should continue on with the 62' design all the way out to Baltimore Avenue and avoid problems like they had with 12th Street.

Mayor Stutte asked the point of view from a planning perspective.

Councilmember Odom left the meeting at 6:42 P.M.

Don Threewitt, Development Services Director, stated he felt the design needs to be proper to begin with and take into consideration a multimodal street and keeping on street parking for homeowners along with maintaining continuous bike paths.

Councilmember Hamelink stated he hated to lose the parking.

Councilmember Skutnik agreed.

Mr. Wacker indicated the turn lane on the street is designed for the future.

Councilmember Eley agreed it will be a highly traveled street.

Councilmember Harrington asked if it was the consensus of Council to leave 33rd Street as a 62' street.

Councilmember Eley asked why they are looking at reducing the size of the street.

Mr. Wacker stated the developer asked to reduce the street size.

Mr. Patterson stated he thought the developer was looking to soften the traffic flow.

Mr. Wacker stated they can stick with the 62' wide street if the Council wished.

Mr. Patterson brought up plans to improve 42nd Street which will connect Highway 281 to Baltimore Avenue and stated at this time the developer does not want 33rd Street to connect to Baltimore Avenue.

Councilmember Beahm questioned if 42nd Street will get to Baltimore Avenue before 33rd Street.

Mayor Stutte suggested they talk to the developer in a development review meeting and make sure of what he is asking for and that we get it right.

Moved by Skutnik, seconded by Beahm there being no further business to come before the Council, the meeting be adjourned at 7:00 P.M. Roll Call: Ayes: Harington, Hamelink, Snell, Eley, Hoops, Skutnik, Beahm. Nays: None. Absent: Odom.

INVOICE APPROVAL LIST BY FUND REPORT

PREPAID VOUCHERS 11/20/17

Date: 11/20/2017

Time: 4:49 pm

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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: 000.000							
001-000.000-422.050	Inspection Permits						
	HASTINGS UTILITIES-PERMI	OCTOBER	OCTOBER PLBG REIMBURSE	0	11/03/2017	11/20/2017	2,728.43
							2,728.43
001-000.000-463.375	Program Fee						
	BOLTE/CURT//	REFUND	REFUND/ADULT COED FALL VI	0	09/30/2017	11/20/2017	90.00
							90.00
Total Dept. 000000:							2,818.43
Dept: 010.000 City administrator's office							
001-010.000-726.050	Electricity						
	HASTINGS UTILITIES	CUST #: 10128	ELECTRIC BUDGET - OCT 2017	0	11/01/2017	11/20/2017	1,324.11
	HASTINGS UTILITIES	02070932-00	CHARGING STATION	0	11/01/2017	11/20/2017	5.31
							1,329.42
001-010.000-726.100	Natural Gas						
	HASTINGS UTILITIES	18711790-00	CITY BLDG - GAS/WATER/SEW	0	10/19/2017	11/20/2017	22.61
							22.61
001-010.000-726.150	Sewer						
	HASTINGS UTILITIES	18711790-00	CITY BLDG - GAS/WATER/SEW	0	10/19/2017	11/20/2017	27.72
							27.72
001-010.000-726.200	Telephone						
	WINDSTREAM COMMUNICATIONS	ACT: 090212392	CITY PHONES	0	11/07/2017	11/20/2017	46.37
	WINDSTREAM COMMUNICATIONS	ACT: 090212392	CITY PHONES	0	11/07/2017	11/20/2017	3.37
	WINDSTREAM COMMUNICATIONS	ACT: 090212392	CITY PHONES	0	11/07/2017	11/20/2017	4.69
	WINDSTREAM COMMUNICATIONS	ACT: 090212392	CITY PHONES	0	11/07/2017	11/20/2017	5.22
	WINDSTREAM COMMUNICATIONS	ACT: 090212392	CITY PHONES	0	11/07/2017	11/20/2017	4.04
							63.69
001-010.000-726.250	Water						
	HASTINGS UTILITIES	18711790-00	CITY BLDG - GAS/WATER/SEW	0	10/19/2017	11/20/2017	78.87
							78.87
Total Dept. City administrator's office:							1,522.31
Dept: 020.000 Civil service							
001-020.000-726.200	Telephone						
	WINDSTREAM COMMUNICATIONS	ACT: 090212392	CITY PHONES	0	11/07/2017	11/20/2017	1.72
							1.72
Total Dept. Civil service:							1.72
Dept: 030.000 City attorney							
001-030.000-726.200	Telephone						
	WINDSTREAM COMMUNICATIONS	ACT: 090212392	CITY PHONES	0	11/07/2017	11/20/2017	3.49
							3.49
Total Dept. City attorney:							3.49
Dept: 070.000 Other governmental accounts							
001-070.000-729.428	Internet Service						
	CHARTER COMMUNICATIONS	0029496	INTERNET / DECEMBER 2017	0	12/26/2017	11/20/2017	22.15
							22.15
Dept. Other governmental accounts:							22.15
Dept: 080.000 Development Services							
001-080.000-726.200	Telephone						
	VERIZON WIRELESS	9795777449	CELL PHONES 11/7 - 12/6	0	11/06/2017	11/20/2017	224.57

INVOICE APPROVAL LIST BY FUND REPORT

PREPAID VOUCHERS 11/20/17

Date: 11/20/2017

Time: 4:49 pm

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City of Hastings

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
	WINDSTREAM COMMUNICA	ACT: 090212392	CITY PHONES	0	11/07/2017	11/20/2017	6.33
							230.90
							Total Dept. Development Services: 230.90
Dept: 090.000 IT Division							
001-090.000-729.050	Dues & Subs						
	VERIZON WIRELESS	9795106681	VERIZON JETPACK	0	10/23/2017	11/20/2017	63.60
							63.60
							Total Dept. IT Division: 63.60
Dept: 110.000 Auditorium							
001-110.000-726.050	Electricity						
	HASTINGS UTILITIES	CUST #: 10128	ELECTRIC BUDGET - OCT 2017	0	11/01/2017	11/20/2017	1,668.48
							1,668.48
001-110.000-726.100	Natural Gas						
	HASTINGS UTILITIES	CUST #: 1052	GAS/WATER/SEWER	0	10/31/2017	11/20/2017	53.84
							53.84
001-110.000-726.150	Sewer						
	HASTINGS UTILITIES	CUST #: 1052	GAS/WATER/SEWER	0	10/31/2017	11/20/2017	74.84
							74.84
001-110.000-726.250	Water						
	HASTINGS UTILITIES	CUST #: 1052	GAS/WATER/SEWER	0	10/31/2017	11/20/2017	154.57
							154.57
							Total Dept. Auditorium: 1,951.73
Dept: 120.000 Cemetery							
001-120.000-726.050	Electricity						
	HASTINGS UTILITIES	CUST #: 10128	ELECTRIC BUDGET - OCT 2017	0	11/01/2017	11/20/2017	104.66
							104.66
001-120.000-726.100	Natural Gas						
	HASTINGS UTILITIES	CUST #: 1052	GAS/WATER/SEWER	0	10/31/2017	11/20/2017	39.11
							39.11
001-120.000-726.150	Sewer						
	HASTINGS UTILITIES	CUST #: 1052	GAS/WATER/SEWER	0	10/31/2017	11/20/2017	27.69
							27.69
001-120.000-726.200	Telephone						
	CHARTER COMMUNICATIONS	ACT: 8356151400008425	SERVICE 12/9/17 - 1/8/18	0	11/26/2017	11/20/2017	4.99
	VERIZON WIRELESS	9795777449	CELL PHONES 11/7 - 12/6	0	11/06/2017	11/20/2017	33.46
							38.45
001-120.000-726.250	Water						
	HASTINGS UTILITIES	CUST #: 1052	GAS/WATER/SEWER	0	10/31/2017	11/20/2017	873.19
							873.19
							Total Dept. Cemetery: 1,083.10
Dept: 130.000 Parks							
001-130.000-726.050	Electricity						
	HASTINGS UTILITIES	CUST #: 10128	ELECTRIC BUDGET - OCT 2017	0	11/01/2017	11/20/2017	3,375.28
							3,375.28
001-130.000-726.100	Natural Gas						
	HASTINGS UTILITIES	CUST #: 1052	GAS/WATER/SEWER	0	10/31/2017	11/20/2017	35.12
							35.12
001-130.000-726.150	Sewer						

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001-150.000-726.250	Water						
	HASTINGS UTILITIES	18721090-02	GAS/WATER/SEWER	0	10/19/2017	11/20/2017	150.52
							150.52
001-150.000-730.115	Library Collec						
	VERIZON WIRELESS	9795514275	HOTSPOTS	0	11/01/2017	11/20/2017	320.23
							320.23
						Total Dept. Library:	1,391.15
Dept: 220.000 911 center							
001-220.000-726.200	Telephone						
	WINDSTREAM COMMUNICA`	ACT: 090239051	SILENT KNIGHT PHONE LINES	0	11/07/2017	11/20/2017	110.53
	WINDSTREAM COMMUNICA`	ACT: 090219386	PARKS/REC ALARMS	0	11/07/2017	11/20/2017	98.50
	WINDSTREAM COMMUNICA`	ACT: 090223888	LIBRARY ALARM	0	11/07/2017	11/20/2017	16.84
	WINDSTREAM COMMUNICA`	ACT: 090223889	MUSEUM ALARM	0	11/07/2017	11/20/2017	16.83
	WINDSTREAM COMMUNICA`	ACT: 090223890	ENGINEERING ALARM	0	11/07/2017	11/20/2017	16.83
	WINDSTREAM COMMUNICA`	ACT: 090229723	LPS - CIVIL DEFENSE	0	11/07/2017	11/20/2017	119.74
	WINDSTREAM COMMUNICA`	ACT: 090212392	CITY PHONES	0	11/07/2017	11/20/2017	2.39
	WINDSTREAM COMMUNICA`	ACT: 090212392	CITY PHONES	0	11/07/2017	11/20/2017	4,523.83
							4,905.49
						Total Dept. 911 center:	4,905.49
Dept: 230.000 Hastings Fire & Re							
001-230.000-726.050	Electricity						
	HASTINGS UTILITIES	CUST #: 10128	ELECTRIC BUDGET - OCT 2017	0	11/01/2017	11/20/2017	2,250.95
							2,250.95
001-230.000-726.100	Natural Gas						
	HASTINGS UTILITIES	02070920-00	HPS - GAS/WATER/SEWER	0	09/29/2017	11/20/2017	9.20
	HASTINGS UTILITIES	20751290-00	LPS - GAS/WATER/SEWER	0	10/23/2017	11/20/2017	33.63
							42.83
001-230.000-726.150	Sewer						
	HASTINGS UTILITIES	02070920-00	HPS - GAS/WATER/SEWER	0	09/29/2017	11/20/2017	56.86
	HASTINGS UTILITIES	20751290-00	LPS - GAS/WATER/SEWER	0	10/23/2017	11/20/2017	59.98
							116.84
001-230.000-726.200	Telephone						
	VERIZON WIRELESS	9795777449	CELL PHONES 11/7 - 12/6	0	11/06/2017	11/20/2017	552.45
	WINDSTREAM COMMUNICA`	ACT: 090212392	CITY PHONES	0	11/07/2017	11/20/2017	8.55
							561.00
001-230.000-726.250	Water						
	HASTINGS UTILITIES	02070920-00	HPS - GAS/WATER/SEWER	0	09/29/2017	11/20/2017	91.39
	HASTINGS UTILITIES	20751290-00	LPS - GAS/WATER/SEWER	0	10/23/2017	11/20/2017	106.53
							197.92
						Total Dept. Hastings Fire & Rescue:	3,169.54
Dept: 230.300 Ambulance Service							
001-230.300-726.200	Telephone						
	VERIZON WIRELESS	9795777449	CELL PHONES 11/7 - 12/6	0	11/06/2017	11/20/2017	383.79
	VERIZON WIRELESS	9795777451	AMBULANCE IPADS	0	11/06/2017	11/20/2017	320.08
	VERIZON WIRELESS	9795777450	AMBULANCE IPADS	0	11/06/2017	11/20/2017	105.84
							809.71
						Total Dept. Ambulance Service:	809.71
Dept: 240.000 Police							
001-240.000-720.300	Professional						
	MONTICELLI/STEPHEN WIDATE REIMBURESEMENT		TRAVEL/MEALS/FUEL/CAR REI	0	11/12/2017	11/20/2017	777.34
							777.34

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001-240.000-726.050	Electricity HASTINGS UTILITIES	CUST #: 10128	ELECTRIC BUDGET - OCT 2017	0	11/01/2017	11/20/2017	5,139.85
							5,139.85
001-240.000-726.100	Natural Gas HASTINGS UTILITIES	09340740-00	HPD - GAS/WATER/SEWER	0	10/09/2017	11/20/2017	613.13
							613.13
001-240.000-726.150	Sewer HASTINGS UTILITIES	09340740-00	HPD - GAS/WATER/SEWER	0	10/09/2017	11/20/2017	36.61
							36.61
001-240.000-726.200	Telephone WINDSTREAM COMMUNICATIONS	ACT: 090212392	CITY PHONES	0	11/07/2017	11/20/2017	53.80
							53.80
001-240.000-726.250	Water HASTINGS UTILITIES	09340740-00	HPD - GAS/WATER/SEWER	0	10/09/2017	11/20/2017	231.33
							231.33
						Total Dept. Police:	6,852.06
Dept: 330.100 EPA 2nd street sub							
001-330.100-726.100	Natural Gas HASTINGS UTILITIES	18691902-00	EPA - 2ND STREET SITE	0	10/19/2017	11/20/2017	12.39
							12.39
001-330.100-726.150	Sewer HASTINGS UTILITIES	18691902-00	EPA - 2ND STREET SITE	0	10/19/2017	11/20/2017	15.40
							15.40
001-330.100-726.250	Water HASTINGS UTILITIES	18691902-00	EPA - 2ND STREET SITE	0	10/19/2017	11/20/2017	23.38
							23.38
						Total Dept. EPA 2nd street subsite:	51.17
Dept: 620.000 Airport							
001-620.000-726.050	Electricity HASTINGS UTILITIES	CUST #: 10128	ELECTRIC BUDGET - OCT 2017	0	11/01/2017	11/20/2017	733.17
							733.17
001-620.000-726.100	Natural Gas HASTINGS UTILITIES	CUST #: 111627	AIRPORT - GAS/WATER/SEWER	0	11/02/2017	11/20/2017	59.23
							59.23
001-620.000-726.150	Sewer HASTINGS UTILITIES	CUST #: 111627	AIRPORT - GAS/WATER/SEWER	0	11/02/2017	11/20/2017	54.66
							54.66
001-620.000-726.200	Telephone VERIZON WIRELESS	9795777449	CELL PHONES 11/7 - 12/6	0	11/06/2017	11/20/2017	33.54
							33.54
001-620.000-726.250	Water HASTINGS UTILITIES	CUST #: 111627	AIRPORT - GAS/WATER/SEWER	0	11/02/2017	11/20/2017	97.78
							97.78
						Total Dept. Airport:	978.38
						tal Fund GENERAL FUND:	38,888.24

Fund: 147 CANDO FUND

Dept: 000.000

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147-000.000-729.600	Cando Project						
	WINDSTREAM COMMUNICATIONS	ACT: 090212738	PHONE SERVICE FOR CANDO	0	11/07/2017	11/20/2017	70.67
							70.67
						Total Dept. 000000:	70.67
						Total Fund CANDO FUND:	70.67
Fund: 170 MUSEUM FUND							
Dept: 170.100 Museum administration							
170-170.100-720.350	Training & Conferences						
	MUSEUM - PETTY CASH	CONFERENCE	CONFERENCE - HOTEL EDU -	0	10/30/2017	11/20/2017	143.30
	MUSEUM - PETTY CASH	CONFERENCE	FACILITIES CONF/MILE/FOOD	0	11/14/2017	11/20/2017	49.38
	MUSEUM - PETTY CASH	CONFERENCE	FACILITIES CONF/MILE/FOOD	0	11/14/2017	11/20/2017	114.49
	US BANK CORPORATE PAYMENT	GRADUATE - LINCOLN	LOGGING - FRED PRYOR SEM	0	11/07/2017	11/20/2017	108.00
	US BANK CORPORATE PAYMENT	GRADUATE - LINCOLN	CREDIT - LODGING PREPAID	0	10/11/2017	11/20/2017	-93.00
							322.17
170-170.100-723.050	Advertising						
	AMAZON CAPITAL SERVICES	1KGH-CPM4-WVJF	ADOBE EFFECT & PREM PRO	0	11/09/2017	11/20/2017	102.85
	US BANK CORPORATE PAYMENT	FACEBOOK	MARKETING - THEATER	0	10/31/2017	11/20/2017	239.36
							342.21
170-170.100-726.050	Electricity						
	HASTINGS UTILITIES	CUST #: 10128	ELECTRIC BUDGET - OCT 2017	0	11/01/2017	11/20/2017	5,824.22
							5,824.22
170-170.100-726.100	Natural Gas						
	HASTINGS UTILITIES	02070930-00	MUSEUM - GAS/WATER/SEWER	0	11/06/2017	11/20/2017	93.81
							93.81
170-170.100-726.150	Sewer						
	HASTINGS UTILITIES	02070930-00	MUSEUM - GAS/WATER/SEWER	0	11/06/2017	11/20/2017	56.86
							56.86
170-170.100-726.200	Telephone						
	WINDSTREAM COMMUNICATIONS	ACT: 090212392	CITY PHONES	0	11/07/2017	11/20/2017	120.98
							120.98
170-170.100-726.250	Water						
	HASTINGS UTILITIES	02070930-00	MUSEUM - GAS/WATER/SEWER	0	11/06/2017	11/20/2017	618.27
							618.27
170-170.100-727.500	R & M Heavy						
	US BANK CORPORATE PAYMENT	AMAZON	CREDIT - OVERPAYMENT	0	08/14/2017	11/20/2017	-51.20
							-51.20
170-170.100-728.150	Film Royalty						
	MUSEUM - PETTY CASH	USPS	STRONGER 2D WBROS	0	10/26/2017	11/20/2017	1.20
	MUSEUM - PETTY CASH	USPS	STRONGER 2D WBROS	0	10/26/2017	11/20/2017	250.00
	MUSEUM - PETTY CASH	USPS	NINJAGO / LEGO 2D/3D WBRO	0	11/01/2017	11/20/2017	1.20
	MUSEUM - PETTY CASH	USPS	NINJAGO / LEGO 2D/3D WBRO	0	11/01/2017	11/20/2017	250.00
	MUSEUM - PETTY CASH	USPS	BATTLE OF THE SEXES 2D	0	11/07/2017	11/20/2017	1.20
	MUSEUM - PETTY CASH	USPS	BATTLE OF THE SEXES 2D	0	11/07/2017	11/20/2017	250.00
	MUSEUM - PETTY CASH	USPS	GOODBYE CHRST ROBINS	0	11/14/2017	11/20/2017	1.20
	MUSEUM - PETTY CASH	USPS	GOODBYE CHRST ROBINS	0	11/14/2017	11/20/2017	250.00
	ROADSIDE ATTRACTIONS	NINJAGO	1 WK - NINJAGO 3D & 2D	0	11/13/2017	11/20/2017	-250.00
	ROADSIDE ATTRACTIONS	NINJAGO	1 WK - NINJAGO 3D & 2D	0	11/13/2017	11/20/2017	187.25
	ROADSIDE ATTRACTIONS	NINJAGO	1 WK - NINJAGO 3D & 2D	0	11/13/2017	11/20/2017	495.25
	S K FILMS, INC.	AMAZON ADVENTURE	AMAZON ADVENTURE 3D	0	12/07/2017	11/20/2017	1,000.00
							2,437.30
170-170.100-730.050	Office Supplies						
	AMAZON CAPITAL SERVICES	1F6P-9HX3-674H	BOOKLET STAPLER	0	11/10/2017	11/20/2017	29.99

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							29.99
170-170.100-731.408	Educational f						
	US BANK CORPORATE PAYM	AMAZON	CREDIT - MAGIC WANDS	0	09/11/2017	11/20/2017	-22.50
	US BANK CORPORATE PAYM	AMAZON	CREDIT - MAGIC WANDS/CARI	0	08/14/2017	11/20/2017	-12.73
	US BANK CORPORATE PAYM	NASCO.COM	100 PKG BEAR CLAWS - EDU	0	10/31/2017	11/20/2017	150.95
	US BANK CORPORATE PAYM	AMAZON	DICKBLICK ART SUPPLIES	0	10/03/2017	11/20/2017	11.15
							126.87
170-170.100-737.208	Collections S						
	US BANK CORPORATE PAYM	AMAZON	SEE SHELL MARINE BOOK	0	10/27/2017	11/20/2017	43.85
							43.85
170-170.100-737.212	Event Expen:						
	MUSEUM - PETTY CASH	RETIREMENT EVENT	ICE CREAM CAKE	0	10/26/2017	11/20/2017	13.49
	MUSEUM - PETTY CASH	WALMART	ROCTOBER - OPENED UNREF	0	11/01/2017	11/20/2017	-64.79
	MUSEUM - PETTY CASH	AMPRIDE	NAF TRAINING	0	11/09/2017	11/20/2017	4.47
	MUSEUM - PETTY CASH	RUSS'S	TRUSTEE MEETING	0	11/10/2017	11/20/2017	5.08
	MUSEUM - PETTY CASH	EILEENS	NAD TOURS REFRESHEMENT	0	11/14/2017	11/20/2017	17.00
							-24.75
Total Dept. Museum administration:							9,940.58
Total Fund MUSEUM FUND:							9,940.58
Fund: 180 STREET FUND							
Dept: 000.000							
180-000.000-726.050	Electricity						
	HASTINGS UTILITIES	CUST #: 10128	ELECTRIC BUDGET - OCT 2017	0	11/01/2017	11/20/2017	1,025.79
							1,025.79
180-000.000-726.060	Traffic Signal						
	HASTINGS UTILITIES	CUST #: 10152	TRAFFIC LIGHTS - OCT 2017	0	11/02/2017	11/20/2017	824.86
							824.86
180-000.000-726.100	Natural Gas						
	HASTINGS UTILITIES	09330010-00	1100 WEST A - GAS/WATER	0	10/06/2017	11/20/2017	9.76
	HASTINGS UTILITIES	09330020-00	1010 WEST A - GAS/WATER/SE	0	10/06/2017	11/20/2017	20.17
							29.93
180-000.000-726.150	Sewer						
	HASTINGS UTILITIES	09330020-00	1010 WEST A - GAS/WATER/SE	0	10/06/2017	11/20/2017	213.64
							213.64
180-000.000-726.200	Telephone						
	VERIZON WIRELESS	9795777449	CELL PHONES 11/7 - 12/6	0	11/06/2017	11/20/2017	170.67
	VERIZON WIRELESS	9795777449	CELL PHONES 11/7 - 12/6	0	11/06/2017	11/20/2017	123.27
	WINDSTREAM COMMUNICA	ACT: 090212392	CITY PHONES	0	11/07/2017	11/20/2017	12.85
	WINDSTREAM COMMUNICA	ACT: 090212392	CITY PHONES	0	11/07/2017	11/20/2017	1.61
							308.40
180-000.000-726.250	Water						
	HASTINGS UTILITIES	09330010-00	1100 WEST A - GAS/WATER	0	10/06/2017	11/20/2017	33.52
	HASTINGS UTILITIES	09330020-00	1010 WEST A - GAS/WATER/SE	0	10/06/2017	11/20/2017	138.04
							171.56
180-000.000-727.710	R & M Traffic						
	HASTINGS UTILITIES	2-5689	MAINT/OP - SCHOOL&TRAFFIC	0	10/31/2017	11/20/2017	3,074.51
							3,074.51
180-000.000-729.050	Dues & Subs						
	CHARTER COMMUNICATION	3433010217	INTERNET - STREET	0	10/26/2017	11/20/2017	89.72
							89.72

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Fund: 001 GENERAL FUND							
Dept: 010.000 City administrator's office							
001-010.000-720.350	Training & Co CORNHUSKER/THE//	LODGING 9.20-22	LODGING - LEAGUE MTG	0	11/16/2017	12/11/2017	218.00
							218.00
001-010.000-729.150	Other Operat BIG G COMMERCIAL ACCOU	586904/1	HOLDERS / LIGHTS	0	11/14/2017	12/11/2017	10.97
	MENARDS - HASTINGS	46851	CHRISTMAS PICKS / GLITTER	0	11/09/2017	12/11/2017	22.56
	MENARDS - HASTINGS	47441	ADAPTER / CORDS	0	11/17/2017	12/11/2017	54.89
							88.42
001-010.000-730.050	Office Suppli EAKES OFFICE SOLUTIONS	7386104-0	TAPE / MESSAGE BOOK	0	11/16/2017	12/11/2017	9.78
	EAKES OFFICE SOLUTIONS	7386104-1	DESK ORGANIZER	0	11/20/2017	12/11/2017	5.99
	EAKES OFFICE SOLUTIONS	7386104-2	PENS	0	11/20/2017	12/11/2017	3.07
	EAKES OFFICE SOLUTIONS	7388435-0	INK CART - J PATTERSON	0	11/21/2017	12/11/2017	113.98
	US BANK CORPORATE PAYM	WALMART	COFFEE FOR MTGS	0	11/10/2017	12/11/2017	14.96
	US BANK CORPORATE PAYM	TARGET	VIDEO MONITOR - FRONT LOE	0	11/14/2017	12/11/2017	72.75
	VAUGHAN'S PRINTERS, INC.	107642	#10 WINDOW ENVELOPES - FI	0	11/15/2017	12/11/2017	282.72
							503.25
Total Dept. City administrator's office:							809.67
Dept: 030.000 City attorney							
001-030.000-729.050	Dues & Subs THOMSON REUTERS - WES	837086622	WEST INFORMATION CHANGE	0	11/01/2017	12/11/2017	377.80
							377.80
Total Dept. City attorney:							377.80
Dept: 050.000 Mayor and council							
001-050.000-720.350	Training & Co CORNHUSKER/THE//	LODGING 9.20-22	LODGING - LEAGUE MTG	0	11/16/2017	12/11/2017	218.00
							218.00
Total Dept. Mayor and council:							218.00
Dept: 070.000 Other governmental accounts							
001-070.000-720.307	ELSA Transl REAL TIME TRANSLATION, IT	111623	60 MINS - NOV 1 - 15, 2017	0	11/16/2017	12/11/2017	90.00
							90.00
001-070.000-720.469	Pay Flex Adn PAY FLEX SYSTEMS USA, IN	21206-1061536	11/17 FEES	0	11/10/2017	12/11/2017	150.00
							150.00
001-070.000-720.470	Disability Insi MUTUAL OF OMAHA	000680426302	12/17 LONG TERM DISABILITY	0	11/20/2017	12/11/2017	1,805.48
							1,805.48
001-070.000-729.428	Internet Serv CHARTER COMMUNICATION	0029496	INTERNET - JAN 2018	0	01/26/2018	12/11/2017	22.15
							22.15
001-070.000-741.200	Building Impr CLARK ENERSEN PARTNER:	643-002-16	HPD - TUCKPOINTING	0	11/10/2017	12/11/2017	1,566.90
	KIRKHAM, MICHAEL & ASSO	87582	PROF ENG SERVICES - EST #1	0	11/20/2017	12/11/2017	493.00
	VRL CONST DBA RATHMAN	HL-10-6-PLACE HANGER	PROJ NO: HL-10-6 PLACE T HA	0	11/13/2017	12/11/2017	109,490.94
							111,550.84
Dept. Other governmental accounts:							113,618.47

Dept: 080.000 Development Servi

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001-080.000-720.300	Professional FILL-N-CHILL	OCTOBER	CAR WASH - DEV SERV	0	10/31/2017	12/11/2017	12.00
							12.00
001-080.000-720.350	Training & Co US BANK CORPORATE PAYM	APA	WEBINARS	0	11/14/2017	12/11/2017	24.95
							24.95
001-080.000-727.800	R & M Vehicl GARRETT TIRES AND TREAL	117613	TIRES	0	11/13/2017	12/11/2017	565.72
	GARRETT TIRES AND TREAL	117634	TIRES	0	11/14/2017	12/11/2017	541.84
							1,107.56
001-080.000-730.050	Office Suppli US BANK CORPORATE PAYM	WALMART	PHONE CASE	0	11/15/2017	12/11/2017	9.96
							9.96
Total Dept. Development Services:							1,154.47
Dept: 090.000 IT Division							
001-090.000-720.300	Professional CHARTER COMMUNICATION	354530111517	FIBER INTERNET SERVICE	0	11/15/2017	12/11/2017	500.00
							500.00
001-090.000-737.650	Office Equipr US BANK CORPORATE PAYM	AMAZON	ADJUSTABLE DESK	0	11/17/2017	12/11/2017	495.00
							495.00
Total Dept. IT Division:							995.00
Dept: 110.000 Auditorium							
001-110.000-726.200	Telephone CHARTER COMMUNICATION	ACT: 8356151400029348	INTERNET SERVICE 12.18 - 1.1	0	12/08/2017	12/11/2017	86.10
							86.10
001-110.000-727.200	R & M Buildir B2 ENVIRONMENTAL INC	11802	ACM COLLECTION/TRANSPOR	0	11/20/2017	12/11/2017	750.00
							750.00
001-110.000-737.200	Building Mair BIG G COMMERCIAL ACCOU	586960/1	CAULKING/CAULK GUN/PAINT,	0	11/15/2017	12/11/2017	68.99
							68.99
Total Dept. Auditorium:							905.09
Dept: 120.000 Cemetery							
001-120.000-726.200	Telephone CHARTER COMMUNICATION	ACT: 8356151400008425	SERVICE 1.9.18 - 2.8.18	0	12/26/2017	12/11/2017	65.00
							65.00
001-120.000-727.200	R & M Buildir BIG G COMMERCIAL ACCOU	582674/1	PAINT / ROLLERS	0	09/22/2017	12/11/2017	70.91
							70.91
001-120.000-727.500	R & M Heavy BIG G COMMERCIAL ACCOU	587108/1	TRIM SAW PARTS	0	11/17/2017	12/11/2017	31.65
	MIDWEST TURF & IRRIGATIC	3772089-00	TORO PARTS	0	11/09/2017	12/11/2017	139.32
	MIDWEST TURF & IRRIGATIC	3772626-00	TORO PARTS	0	11/09/2017	12/11/2017	17.24
	N A P A AUTO PARTS	752907	FORD TRACTOR PARTS	0	11/14/2017	12/11/2017	33.44
	N A P A AUTO PARTS	753098	FORD TRACTOR PARTS	0	11/15/2017	12/11/2017	7.87
	THREE POINTS TIRE	17851	REPAIR TRACTOR TIRES	0	11/09/2017	12/11/2017	287.00
							516.52
001-120.000-727.800	R & M Vehicl N A P A AUTO PARTS	753610	WIPER BLADES / FLOOR DRY	0	11/17/2017	12/11/2017	23.14

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							23.14
001-120.000-729.150	Other Operat MENARDS - HASTINGS	47206	STORAGE RACK	0	11/14/2017	12/11/2017	149.99
							149.99
Total Dept. Cemetery:							825.56
Dept: 130.000 Parks							
001-130.000-720.350	Training & Co US BANK CORPORATE PAYM	U N L	2018 NE TURF CONF REG/JAN	0	11/21/2017	12/11/2017	600.00
							600.00
001-130.000-726.200	Telephone						
	CHARTER COMMUNICATIONS	8355151400037739	INTERNET SERV 12.25 - 1.24.18	0	12/15/2017	12/11/2017	67.37
	VIAERO WIRELESS	14809	PARKS ON CALL CELL 11/21-12/11/17	0	12/09/2017	12/11/2017	2.88
	WINDSTREAM COMMUNICATIONS	90239198	SERVICES 12/4 - 1/3/18	0	12/07/2017	12/11/2017	136.76
							207.01
001-130.000-727.200	R & M Buildir						
	BIG G COMMERCIAL ACCOU	586566/1	FOUNTAIN WIRE ROPE CLIPS	0	11/09/2017	12/11/2017	15.54
	BIG G COMMERCIAL ACCOU	586575/1	REPAIR RR DOORS / OSWEGC	0	11/09/2017	12/11/2017	13.89
	BIG G COMMERCIAL ACCOU	586798/1	SECURITY BIT SETS	0	11/13/2017	12/11/2017	25.26
	BIG G COMMERCIAL ACCOU	586897/1	ANTI-FREEZE	0	11/14/2017	12/11/2017	27.55
	ECHO SYSTEMS	S7410323.001	HEATWELL FOUNTAIN REPAIR	0	11/13/2017	12/11/2017	7.47
	KELLY SUPPLY COMPANY	15092188-0	SPRINKLER COUPLERS	0	11/17/2017	12/11/2017	10.77
	KULLY PIPE & STEEL SUPPL	681158	MISC PARTS	0	11/08/2017	12/11/2017	24.30
	OVERHEAD DOOR CO. OF H	75787	WALL BUTTON	0	11/14/2017	12/11/2017	36.34
	STERLING WEST	4701	TIMBER BORDERS	0	11/14/2017	12/11/2017	1,345.00
							1,506.12
001-130.000-727.500	R & M Heavy						
	MIDWEST TURF & IRRIGATIC	3770340-00	CARBIDE PART	0	11/01/2017	12/11/2017	264.72
	MIDWEST TURF & IRRIGATIC	3771875-00	CARBIDE PART	0	11/03/2017	12/11/2017	1,170.98
	N A P A AUTO PARTS	754291	GREASE CAP	0	11/21/2017	12/11/2017	2.33
	TITAN MACHINERY INC - HA	10171420GP	MOWER PART	0	11/10/2017	12/11/2017	6.30
	US BANK CORPORATE PAYM	MOTION INDUSTRIES	BAL ON PAINTER	0	09/29/2017	12/11/2017	9.59
	US BANK CORPORATE PAYM	ETRAILER.COM	UTILITY TRAILER	0	11/21/2017	12/11/2017	298.44
							1,752.36
001-130.000-729.050	Dues & Subs						
	US BANK CORPORATE PAYM	U N L	2018 NE TURF CONF REG/JAN	0	11/21/2017	12/11/2017	150.00
							150.00
001-130.000-731.400	Other Supplie						
	BIG G COMMERCIAL ACCOU	586994/1	FLAG	0	11/16/2017	12/11/2017	162.94
							162.94
001-130.000-737.100	Landscaping						
	SITE ONE LANDSCAPE SUP	83479192	GRASS SEED	0	11/14/2017	12/11/2017	1,487.83
							1,487.83
001-130.000-737.705	Shop Supplie						
	KULLY PIPE & STEEL SUPPL	681485	CAULKING/ADHESIVE GUN KIT	0	11/15/2017	12/11/2017	125.00
	LAWSON PRODUCTS, INC	9305152232	BATTERY PROTECTOR	0	08/10/2017	12/11/2017	46.81
							171.81
Total Dept. Parks:							6,038.07
Dept: 140.000 Water Park							
001-140.000-737.200	Building Mair						
	BIG G COMMERCIAL ACCOU	587304/1	BACKER RODS	0	11/20/2017	12/11/2017	22.00
	KULLY PIPE & STEEL SUPPL	681485	CAULKING/ADHESIVE GUN KIT	0	11/15/2017	12/11/2017	171.57
	MENARDS - HASTINGS	47377	WATERPARK BASEMENT REPA	0	11/16/2017	12/11/2017	169.79

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							363.36
Total Dept. Water Park:							363.36
Dept: 145.000 Recreation prograr							
001-145.000-720.301	Recreational ELKS COUNTRY CLUB GOLF	2979	2017 USE OF GOLF COURSE	0	11/17/2017	12/11/2017	588.00
							588.00
001-145.000-727.200	R & M Buildir PRESTO-X	6464893	PEST SERVICE - NOVEMBER	0	11/21/2017	12/11/2017	39.00
	STANEK FIRE PROTECTION	27600	FIRE CONTROL SYSTEM SERV	0	11/20/2017	12/11/2017	125.00
							164.00
001-145.000-729.050	Dues & Subs HASTINGS CHAMBER AMBA	MARTIN	2018 ANNUAL MEMBERSHIP D	0	11/13/2017	12/11/2017	65.00
							65.00
001-145.000-737.200	Building Mair BIG G COMMERCIAL ACCOU	586578/1	DUCT TAPE	0	11/09/2017	12/11/2017	9.46
	WAL-MART COMMUNITY	06287	MISC SUPPLIES	0	11/09/2017	12/11/2017	18.59
							28.05
Total Dept. Recreation programming:							845.05
Dept: 150.000 Library							
001-150.000-720.310	Library Softw US BANK CORPORATE PAYM	FARONICS	DEEP FREEZE LICENSE - MAC	0	11/09/2017	12/11/2017	63.84
							63.84
001-150.000-726.200	Telephone VERIZON WIRELESS	9796135514	CELL SERVICE 10/11-11/10/17	0	11/10/2017	12/11/2017	111.29
							111.29
001-150.000-727.200	R & M Buildir ELECTRONIC SYSTEMS, INC	2071913	DATA CABLE & JAX	0	10/20/2017	12/11/2017	639.00
	E-Z KITCHENS, INC.	15061	RESTROOM HOOKS	0	11/10/2017	12/11/2017	90.00
	SPRING FRESH CLEANING S	3136	JANITORIAL SERV 11/1 - 11/15	0	11/22/2017	12/11/2017	1,575.00
							2,304.00
001-150.000-729.050	Dues & Subs AMERICAN LIBRARY ASSOC	M56589	1 YR MEMBERSHIP DUES	0	11/16/2017	12/11/2017	268.00
							268.00
001-150.000-729.149	Processing F BAKER & TAYLOR, INC.	0003028666	CREDIT FOR BAD RFID TAGS	0	10/31/2017	12/11/2017	-100.00
	BAKER & TAYLOR, INC.	2033288890	BOOKS / PROCESSING	0	11/09/2017	12/11/2017	0.44
	BAKER & TAYLOR, INC.	2033263046	BOOKS / PROCESSING	0	11/10/2017	12/11/2017	95.20
	MIDWEST TAPE	95414602	DVD'S/ PROCESSING	0	09/20/2017	12/11/2017	2.85
	MIDWEST TAPE	95557797	AUDIOBOOKS / PROCESSING	0	11/08/2017	12/11/2017	3.50
	MIDWEST TAPE	95564912	DVD'S / PROCESSING	0	11/10/2017	12/11/2017	2.85
							4.84
001-150.000-730.050	Office Suppli BUSINESS WORLD PRODUC	018926	CARD STOCK	0	11/16/2017	12/11/2017	55.96
	US BANK CORPORATE PAYM	AMZAON	KEURIG SUPPLIES	0	11/15/2017	12/11/2017	47.98
	US BANK CORPORATE PAYM	DISPLAY 2 GO	TABLETOP LIT HOLDERS	0	11/11/2017	12/11/2017	119.75
							223.69
001-150.000-730.055	Library Suppl DEMCO, INC.	6250327	BOOK TAPE	0	11/07/2017	12/11/2017	92.53
	LIBRARY STORE, INC./THE//	298955	BOOK JACKET COVERS	0	11/10/2017	12/11/2017	150.54
							243.07
001-150.000-730.115	Library Collec						

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	BAKER & TAYLOR, INC.	2033264201	BOOKS	0	10/30/2017	12/11/2017	300.21
	BAKER & TAYLOR, INC.	5014752530	BOOKS	0	11/01/2017	12/11/2017	45.98
	BAKER & TAYLOR, INC.	2033278200	BOOKS	0	11/03/2017	12/11/2017	256.55
	BAKER & TAYLOR, INC.	5014759785	BOOKS	0	11/08/2017	12/11/2017	27.42
	BAKER & TAYLOR, INC.	2033288890	BOOKS / PROCESSING	0	11/09/2017	12/11/2017	15.44
	BAKER & TAYLOR, INC.	2033263046	BOOKS / PROCESSING	0	11/10/2017	12/11/2017	328.86
	GALE-CENGAGE LEARNING	62187344	BOOKS	0	11/02/2017	12/11/2017	38.92
	GALE-CENGAGE LEARNING	62194787	BOOKS	0	11/03/2017	12/11/2017	184.74
	GALE-CENGAGE LEARNING	62205005	BOOKS	0	11/06/2017	12/11/2017	46.48
	GALE-CENGAGE LEARNING	62205301	BOOKS	0	11/06/2017	12/11/2017	34.48
	GALE-CENGAGE LEARNING	62204466	BOOKS	0	11/06/2017	12/11/2017	71.97
	GALE-CENGAGE LEARNING	62218841	BOOKS	0	11/08/2017	12/11/2017	46.50
	MIDWEST TAPE	95414602	DVD'S/ PROCESSING	0	09/20/2017	12/11/2017	22.99
	MIDWEST TAPE	95557797	AUDIOBOOKS / PROCESSING	0	11/08/2017	12/11/2017	49.99
	MIDWEST TAPE	95564912	DVD'S / PROCESSING	0	11/10/2017	12/11/2017	19.99
	RECORDED BOOKS, LLC	75623576	AUDIBOOK	0	11/06/2017	12/11/2017	64.60
	RECORDED BOOKS, LLC	75624962	EAUDIO	0	11/07/2017	12/11/2017	56.90
	US BANK CORPORATE PAYM	AMAZON	EBOOKS	0	11/09/2017	12/11/2017	100.00
							1,712.02
001-150.000-737.200	Building Mair						
	SPRING FRESH CLEANING S	3136	JANITORIAL SERV 11/1 - 11/15	0	11/22/2017	12/11/2017	26.80
							26.80
						Total Dept. Library:	4,957.55
Dept: 220.000 911 center							
001-220.000-726.200	Telephone						
	GLENWOOD TELECOMMUNI	10518474	SPECIAL ACCESS - WIRELESS	0	12/01/2017	12/11/2017	13.64
							13.64
						Total Dept. 911 center:	13.64
Dept: 230.000 Hastings Fire & Re							
001-230.000-720.300	Professional						
	FAMILY MEDICAL CENTER O	EUREK	PRE-EMPLOYMENT PHYSICAL	0	08/28/2017	12/11/2017	331.00
	NE FIRE SPRINKLER CORP.	2607	LPS FIRE SPRINKLER INSPEC	0	11/13/2017	12/11/2017	280.00
							611.00
001-230.000-726.220	Pest Control						
	PRESTO-X	6278004	HPS PEST CONTROL	0	11/06/2017	12/11/2017	46.00
	PRESTO-X	6278001	LPS PEST CONTROL	0	11/06/2017	12/11/2017	47.00
							93.00
001-230.000-727.200	R & M Buildir						
	RUTT'S HEATING & AC	36456	HPD - MODIFY DUCTWORK	0	11/16/2017	12/11/2017	1,447.00
							1,447.00
001-230.000-727.700	R & M Tools						
	FELD EQUIPMENT CO./ED M	0319828-IN	BATTERIES - AIR PACKS	0	11/07/2017	12/11/2017	10.35
	FYR-TEK	12319-1	AXE/PRO-BAR/OFFICERS TOO	0	10/23/2017	12/11/2017	433.60
	FYR-TEK	12395-9	FIST CLAMP	0	11/15/2017	12/11/2017	16.27
							460.22
001-230.000-727.800	R & M Vehicl						
	ELDON'S AUTOMOTIVE REP,	13974	E-1 OVERHAUL	0	11/15/2017	12/11/2017	4,506.71
	SPADY CHEVROLET,GMC,C/	17892	COBRA 3 - SERVICE	0	11/11/2017	12/11/2017	76.28
							4,582.99
001-230.000-729.050	Dues & Subs						
	CITY DIRECTORIES	83515318	CITY DIRECTORY	0	11/15/2017	12/11/2017	385.00
	CODE 3 SHIFT CALENDARS	CA-7257	2018 SHIFT CALENDARS	0	11/21/2017	12/11/2017	121.60
	NE EMERGENCY SERVICE	HFD DUES	DEPARTMENT DUES	0	11/21/2017	12/11/2017	660.00

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							1,166.60
001-230.000-737.200	Building Mair						
	BIG G COMMERCIAL ACCOU	587066/1	TILING SUPPLIES	0	11/16/2017	12/11/2017	50.38
	MALOUF JR AND ASSOCIATE	IN-32732	DISINFECT / LYSOL / TISSUE	0	11/20/2017	12/11/2017	190.45
							240.83
Total Dept. Hastings Fire & Rescue:							8,601.64
Dept: 230.300 Ambulance Service							
001-230.300-731.350	Medical Supp						
	BOUND TREE MEDICAL LLC	82686074	MEDICAL SUPPLIES	0	11/14/2017	12/11/2017	51.12
	BOUND TREE MEDICAL LLC	82686075	MEDICAL SUPPLIES	0	11/14/2017	12/11/2017	51.12
	BOUND TREE MEDICAL LLC	82686076	MEDICAL SUPPLIES	0	11/14/2017	12/11/2017	1,746.85
							1,849.09
001-230.300-731.650	Uniform Allo						
	MUNICIPAL EMERGENCY SE	IN1177040	UNIFORM PANTS / SHIRTS	0	11/13/2017	12/11/2017	1,191.39
							1,191.39
Total Dept. Ambulance Service:							3,040.48
Dept: 240.000 Police							
001-240.000-720.300	Professional						
	CBS - REPORTING SERVICE	351250	MEMBERSHIP	0	11/01/2017	12/11/2017	10.00
	LAMAR COMPANIES/THE//	108648717	ADV SIGN HWY 281/34 11.20 -	0	11/20/2017	12/11/2017	500.00
	MAAR/RAQUEL//	P173391	INTERPRET - 2 HR	0	11/17/2017	12/11/2017	50.00
	NE PUBLIC HEALTH ENVIRO	494636	6 BAC TESTS	0	11/14/2017	12/11/2017	630.00
	OTT/JASON//	REIMBURSEMENTS	CHIEF CANDIDATE - LODGING	0	11/09/2017	12/11/2017	139.68
	SHIRT SHACK HASTINGS	H4294	ENGRAVE - CHIEF RETIRE PL	0	11/10/2017	12/11/2017	55.00
	US BANK CORPORATE PAYM	HOLIDAY INN EXPRESS	LODGING - CHIEF CANIDATE	0	11/11/2017	12/11/2017	297.16
	WAL-MART COMMUNITY	09732	PC SPEAKER	0	11/10/2017	12/11/2017	44.46
	WAL-MART COMMUNITY	00457	SPEAKERS / CARD READER /	0	11/11/2017	12/11/2017	73.58
	WELLS FARGO SUMMONS-S	256887	SUBPOENA PRODUCTION OF	0	10/26/2017	12/11/2017	35.70
							1,835.58
001-240.000-720.350	Training & Cr						
	CONSOLIDATED MANAGEME	213497	17 MEALS: 11.9 - 11.15	0	11/15/2017	12/11/2017	128.13
	HASTINGS AREA CHAMBER	1003333	6 MEALS - RETAIL LUNCH N LE	0	11/28/2017	12/11/2017	90.00
							218.13
001-240.000-721.050	Postage						
	US BANK CORPORATE PAYM	USPS	POSTAGE	0	11/14/2017	12/11/2017	9.10
							9.10
001-240.000-726.200	Telephone						
	VERIZON WIRELESS	982968270-0001	MONTHLY SERVICE FEES	0	11/10/2017	12/11/2017	847.37
	WINDSTREAM COMMUNICA	ACT: 090212727	PHONE SERV & LONG DIST	0	11/07/2017	12/11/2017	137.30
							984.67
001-240.000-727.200	R & M Buildir						
	CHRISTENSON CARPET CLE	230	CARPET CLEANING - 2 ROOMS	0	11/13/2017	12/11/2017	536.35
	ENGINEERED CONTROLS, II	163471	PARTS/MILEAGE/SERVICE	0	10/24/2017	12/11/2017	5,255.09
	MERRY MAIDS		ROOM CLEANING - 2 RMS	0	11/13/2017	12/11/2017	425.00
	MIDLANDS MECHANICAL INC	24610	HEATING WATER UPGRADES	0	11/20/2017	12/11/2017	820.00
	PRESTO-X	6320796	BIRD BAITING SERVICE	0	11/16/2017	12/11/2017	80.00
	RUTT'S HEATING & AC	3655-105	REPAIR TUBE HEATER - GARA	0	11/17/2017	12/11/2017	120.00
							7,236.44
001-240.000-727.400	R & M Comrr						
	VERIZON WIRELESS	982968270-0001	MONTHLY SERVICE FEES	0	11/10/2017	12/11/2017	360.09
							360.09
001-240.000-727.600	R & M Office						

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001-240.000-727.700 R & M Tools	EAKES OFFICE SOLUTIONS	186026-1	MESH TRAYS	0	11/13/2017	12/11/2017	78.36
							78.36
	APPLIED CONCEPTS, INC.	317503	ANTENNA CABLE	0	11/13/2017	12/11/2017	194.00
	PLATTE VALLEY COMMUNIC	30883	R&R BATTERY/MIRROR IN CAI	0	11/10/2017	12/11/2017	785.00
	PLATTE VALLEY COMMUNIC	30912	REPLACE REAR RADAR ANT C	0	11/20/2017	12/11/2017	145.00
	US BANK CORPORATE PAYM	AMAZON	SCANNER REPLACEMENT	0	11/20/2017	12/11/2017	25.98
						1,149.98	
001-240.000-727.800 R & M Vehicle	ACE AUTOMOTIVE, INC.	38292	OIL CHANGE #87	0	11/14/2017	12/11/2017	39.98
	ACE AUTOMOTIVE, INC.	38264	LEFT HEAD LIGHT CHNG #83	0	11/09/2017	12/11/2017	49.73
	FILL-N-CHILL	103117	OCTOBER CARWASHES - HPD	0	11/09/2017	12/11/2017	138.00
	FILL-N-CHILL	103117	OCTOBER CARWASHES - HPD	0	11/09/2017	12/11/2017	132.00
	FILL-N-CHILL	103117	OCTOBER CARWASHES - HPD	0	11/09/2017	12/11/2017	48.00
							407.71
001-240.000-729.204 Heartland Pe	HEARTLAND PET CONNECT	DECEMBER	DECEMBER PET CARE	0	12/01/2017	12/11/2017	4,333.33
							4,333.33
001-240.000-731.200 Food Supplie	POLICE DEPT. - PETTY CASH	HUNANS	MEALS - FAN - KEARNEY	0	11/17/2017	12/11/2017	35.12
	US BANK CORPORATE PAYM	EILEENS	COOKIES FOR CHIEF RECEP	0	11/13/2017	12/11/2017	66.00
							101.12
001-240.000-731.407 Youth Activiti	4IMPRINT INC	5906270	LAPEL STICKER BY THE ROLL	0	11/20/2017	12/11/2017	353.80
							353.80
001-240.000-737.200 Building Maint	ARAMARK UNIFORM SERVICE	1900835264	TOWELS / MATS / DUST MOPS	0	11/14/2017	12/11/2017	127.58
	WAL-MART COMMUNITY	00457	SPEAKERS / CARD READER / I	0	11/11/2017	12/11/2017	3.47
							131.05
001-240.000-738.055 Field Equipm	DIGITAL ALLY INC	1097685	1ST VU HD DVR / STAND	0	11/09/2017	12/11/2017	245.00
	T L C VET CARE		FLEA SPRAY	0	11/13/2017	12/11/2017	66.82
	US BANK CORPORATE PAYM	AMAZON	TRACK PAD TOUCHPAD SKIN	0	11/17/2017	12/11/2017	26.94
	WAL-MART COMMUNITY	00457	SPEAKERS / CARD READER / I	0	11/11/2017	12/11/2017	39.82
							378.58
	Total Dept. Police:						17,577.94
Dept: 330.000 EPA mandates							
001-330.000-720.350 Training & Co	US BANK CORPORATE PAYM	TROXLER	RADIATION SAFETY REFRESH	0	11/14/2017	12/11/2017	49.00
							49.00
Total Dept. EPA mandates:						49.00	
Dept: 620.000 Airport							
001-620.000-727.200 R & M Buildin	ARAMARK UNIFORM SERVICE	1900833483	MATS/ TERMINAL BLDG& COVI	0	11/13/2017	12/11/2017	33.05
							33.05
001-620.000-729.150 Other Operat	WINDSTREAM COMMUNICA	ACT: 090937657	AIRPORT - LAND & INTERNET	0	11/09/2017	12/11/2017	148.18
							148.18
001-620.000-730.050 Office Suppli	BUSINESS WORLD PRODUC	018923	2 HP BLK INK CART/RIBBON/S	0	11/16/2017	12/11/2017	40.78
							40.78

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Total Dept. Airport:							222.01
tal Fund GENERAL FUND:							160,612.80
Fund: 111 1999 BUSINESS IMPRC							
Dept: 000.000							
111-000.000-720.025	Administrative EAKES OFFICE SOLUTIONS	7361862-0	COPIES	0	11/13/2017	12/11/2017	19.45
							19.45
111-000.000-720.100	Contract Labor GARDEN GNOMES, LLC	1578	CP & 1ST & BNRR / SUPPLIES	0	11/03/2017	12/11/2017	201.25
							201.25
111-000.000-720.300	Professional Services R A C INVESTMENTS	DECEMBER	DECEMBER DIRECTOR SALARY	0	12/01/2017	12/11/2017	1,708.33
							1,708.33
111-000.000-721.050	Postage HASTINGS AREA CHAMBER	2119	10/17 COPIES/POSTAGE/PHONE	0	11/15/2017	12/11/2017	4.28
							4.28
111-000.000-723.110	Public Improvement BIG G COMMERCIAL ACCOUNTING	584690/1	SPLICE/ LIQ NAILS/TESTER	0	10/17/2017	12/11/2017	32.33
	BIG G COMMERCIAL ACCOUNTING	585359/1	TAPE/CABLE TIES	0	10/25/2017	12/11/2017	73.39
	BIG G COMMERCIAL ACCOUNTING	586781/1	LIGHTS	0	11/13/2017	12/11/2017	256.06
	BIG G COMMERCIAL ACCOUNTING	587057/1	TAPE	0	11/16/2017	12/11/2017	7.89
	BROCK/VALERIE//	1	WINDOW PAINTING/CELEBRATION	0	11/07/2017	12/11/2017	200.00
	DEMARS RENTALS	PL4	SOIL / DOGWOOD SHRUBS	0	10/17/2017	12/11/2017	153.64
	DUTTON-LAINSON CO.	770199-1	FUSE	0	11/07/2017	12/11/2017	45.85
	LAMAR COMPANIES/THE//	108621915	DIGITAL POSTERS	0	11/10/2017	12/11/2017	650.00
	NAPA AUTO PARTS	751057	CABLE TIES	0	11/06/2017	12/11/2017	38.40
	PARKS AND RECREATION DISTRICT	1	BANNER/SOFTBALL COMPLEX	0	11/09/2017	12/11/2017	200.00
							1,657.56
111-000.000-724.050	Printing HASTINGS AREA CHAMBER	2119	10/17 COPIES/POSTAGE/PHONE	0	11/15/2017	12/11/2017	31.17
							31.17
111-000.000-726.200	Telephone HASTINGS AREA CHAMBER	2119	10/17 COPIES/POSTAGE/PHONE	0	11/15/2017	12/11/2017	107.17
							107.17
111-000.000-728.100	Rent COMMUNITY REDEVELOPMENT	DECEMBER	DECEMBER RENT	0	12/01/2017	12/11/2017	258.33
							258.33
111-000.000-729.150	Other Operating HASTINGS UTILITIES	18690528-00	ELECT/WATER/ST LIGHT	0	10/19/2017	12/11/2017	36.53
	WOODWARD'S DISPOSAL SERVICE	8764-844	SERVICE 10/17	0	10/23/2017	12/11/2017	25.00
							61.53
Total Dept. 000000:							4,049.07
ESS IMPROVEMENT DIST:							4,049.07
Fund: 130 LIBRARY GRANT FUND							
Dept: 000.000							
130-000.000-727.225	Grant Expenses US BANK CORPORATE PAYMENT	EDCO	CRYSTAL BOOK AWARDS - LIB	0	11/09/2017	12/11/2017	645.28
							645.28
130-000.000-743.550	Computer Equipment						

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	US BANK CORPORATE PAYM	AMAZON	LASER JET COLOR PRINTER	0	11/14/2017	12/11/2017	479.00
	US BANK CORPORATE PAYM	AWE	LEARNING KEYBOARDS	0	11/15/2017	12/11/2017	62.55
	US BANK CORPORATE PAYM	AMAZON	ZEBRA THERMAL LABEL PRIN	0	11/14/2017	12/11/2017	279.00
							820.55

Total Dept. 000000: 1,465.83

d LIBRARY GRANT FUND: 1,465.83

Fund: 131 LIBRARY SALES TAX F

Dept: 000.000

131-000.000-742.300 Construction

AOI	157228	BAL OF ORDER #10581	0	10/30/2017	12/11/2017	14,435.92
BORLEY MOVING & STORAG	2017-23246-00	MOVING SERVICES	0	11/03/2017	12/11/2017	4,982.00
						19,417.92

Total Dept. 000000: 19,417.92

BRARY SALES TAX FUND: 19,417.92

Fund: 133 PARKS GRANT FUND

Dept: 130.000 Parks

133-130.000-741.209 Infrastructure

MENARDS - HASTINGS	46509	MISC SUPPLIES	0	11/04/2017	12/11/2017	15.91
MENARDS - HASTINGS	46873	MISC SUPPLIES	0	11/09/2017	12/11/2017	25.43
MENARDS - HASTINGS	46693	MISC SUPPLIES	0	11/07/2017	12/11/2017	8.97
MENARDS - HASTINGS	46966	RETURN MISC PARTS	0	11/09/2017	12/11/2017	-8.97
SEYMOUR/RON//	REIMBURSEMENT	STAMPS	0	11/17/2017	12/11/2017	19.60
UPBEAT, INC.	596640	MEMORIAL BENCHES	0	11/09/2017	12/11/2017	1,310.40
						1,371.34

Total Dept. Parks: 1,371.34

nd PARKS GRANT FUND: 1,371.34

Fund: 140 AQUATICS CENTER FL

Dept: 000.000

140-000.000-743.700 Tools & Misc

THRASHER, INC.	73838	POOL DECK AREA MUD JACKII	0	10/30/2017	12/11/2017	5,380.00
						5,380.00

Total Dept. 000000: 5,380.00

AQUATICS CENTER FUND: 5,380.00

Fund: 158 WIRELESS E911 FUND

Dept: 220.000 911 center

158-220.000-743.400 Communicati

GLENWOOD TELECOMMUNI	10518474	SPECIAL ACCESS - WIRELESS	0	12/01/2017	12/11/2017	40.90
SLEUTH SYSTEMS	XT1900137	PRORATED 1ST YR MAINT	0	11/15/2017	12/11/2017	100.00
SLEUTH SYSTEMS	XT1900137	PRORATED 1ST YR MAINT	0	11/15/2017	12/11/2017	540.00
						680.90

Total Dept. 911 center: 680.90

1d WIRELESS E911 FUND: 680.90

Fund: 170 MUSEUM FUND

Dept: 170.100 Museum administr

170-170.100-721.050 Postage

NEOPOST USA INC.	10409648	POSTAGE - MUSEUM	0	11/03/2017	12/11/2017	700.00
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							700.00
170-170.100-723.050	Advertising						
	KEARNEY HUB	11262017	ADVERTISING (4) BRAVOS	0	11/28/2017	12/11/2017	132.00
	NATURE'S EDUCATORS	1429	TALON TALK - MARKETING	0	11/11/2017	12/11/2017	150.00
	PLATTE RIVER RADIO INC	34083-1	2017 BREEZE CHRIST MUSIC	0	11/16/2017	12/11/2017	199.00
							481.00
170-170.100-723.060	Promo Servic						
	ADAMS COUNTY CONVENTI	OCTOBER	OCTOBER LODGING TAX	0	12/01/2017	12/11/2017	8,714.87
							8,714.87
170-170.100-724.100	Film Print Co						
	21ST CENTURY CINEMAS	17-55	STRONGER RSA/LEGO NINJA	0	11/30/2017	12/11/2017	35.00
	21ST CENTURY CINEMAS	17-55	STRONGER RSA/LEGO NINJA	0	11/30/2017	12/11/2017	35.00
	21ST CENTURY CINEMAS	17-55	STRONGER RSA/LEGO NINJA	0	11/30/2017	12/11/2017	35.00
	21ST CENTURY CINEMAS	17-55	STRONGER RSA/LEGO NINJA	0	11/30/2017	12/11/2017	35.00
	NAT'L GEOGRAPHIC	1563987	DCP JANE	0	11/17/2017	12/11/2017	250.00
							390.00
170-170.100-727.200	R & M Buildir						
	K&G PLUMBING AND HEATIN	171370	R&M BLDG - PLUMB 2 NEW VA	0	11/06/2017	12/11/2017	1,008.00
	NE DEPT.OF LABOR-ELEVAT	73709	ELEVATOR INSPECTION - THE	0	07/20/2017	12/11/2017	120.00
	NE DEPT.OF LABOR-ELEVAT	73708	ELEVATOR INSPECTION	0	07/20/2017	12/11/2017	120.00
	PAUL DAVIS OF CENTRAL NE	17-0236-R	2ND LEVEL CEILING/ MOLDINC	0	11/27/2017	12/11/2017	2,316.09
	PAUL DAVIS OF CENTRAL NE	17-0236-E	MITIGATION	0	11/27/2017	12/11/2017	1,362.02
	PROTEX CENTRAL, INC.	92280	FIRE EXT RECHARGE / PARTS	0	10/31/2017	12/11/2017	-9.60
	PROTEX CENTRAL, INC.	92280	FIRE EXT RECHARGE / PARTS	0	10/31/2017	12/11/2017	63.00
	PROTEX CENTRAL, INC.	92280	FIRE EXT RECHARGE / PARTS	0	10/31/2017	12/11/2017	129.00
	PROTEX CENTRAL, INC.	92172	VOICE EVAC MATERIAL	0	11/06/2017	12/11/2017	569.49
	PROTEX CENTRAL, INC.	92172	VOICE EVAC MATERIAL	0	11/06/2017	12/11/2017	3,814.20
							9,492.20
170-170.100-731.205	Concessions						
	PEPSI-COLA BOTTLING CO.	6188270	CONCESSIONS	0	11/17/2017	12/11/2017	119.00
	PEPSI-COLA BOTTLING CO.	6187839	CONCESSIONS	0	11/14/2017	12/11/2017	227.50
							346.50
170-170.100-731.210	Store Merchæ						
	ARCHITECTURAL FOUNDATI	62	RETAILER PUB (150)	0	11/20/2017	12/11/2017	287.52
							287.52
170-170.100-731.408	Educational E						
	ALLEN'S OF HASTINGS, INC.	TRX: 118	NAF - EDU GROCERY	0	11/11/2017	12/11/2017	47.46
	FAIRBANKS STUDIO	CLAY EVENT	NAF CLAY EVENT - 11.16.17	0	11/16/2017	12/11/2017	153.00
	WAL-MART COMMUNITY	02556	NAF GV QT / CROCHET, BAGS	0	11/09/2017	12/11/2017	76.90
	WAL-MART COMMUNITY	04044	VOLUNTEERS	0	11/11/2017	12/11/2017	10.08
	WAL-MART COMMUNITY	01370	MASKING TAPE	0	11/13/2017	12/11/2017	19.77
	WAL-MART COMMUNITY	9016	NAF - ENTERTAINERS FOOD	0	11/14/2017	12/11/2017	32.86
	WAL-MART COMMUNITY	08051	NAF - EXP NAME BDG	0	11/15/2017	12/11/2017	27.70
							367.77
170-170.100-737.200	Building Mair						
	MENARDS - HASTINGS	47275	POPCORN WARMER	0	11/15/2017	12/11/2017	33.90
							33.90
170-170.100-737.208	Collections S						
	BIG G COMMERCIAL ACCOU	586343/1	COLL GUN CASES: LIGHTS/DR	0	11/07/2017	12/11/2017	30.16
	SERVICEMASTER OF HALL C	5968023	EAST GALLERY CARPETS CLE	0	11/07/2017	12/11/2017	1,360.80
							1,390.96
170-170.100-737.210	Exhibit Suppl						
	BIG G COMMERCIAL ACCOU	586290/1	TEPEE EXHIBIT: BULBS	0	11/06/2017	12/11/2017	14.49
	DUTTON-LAINSON CO.	770237-1	TRACK LIGHT CONN - GUN EX	0	11/08/2017	12/11/2017	12.74

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	MENARDS - HASTINGS	47638	DRILL / HINGE - E. GALLERY	0	11/20/2017	12/11/2017	36.87
	MENARDS - HASTINGS	46786	PARTS FOR GUN CASES	0	11/08/2017	12/11/2017	3.74
							67.84
170-170.100-737.212	Event Expen:						
	ALLEN'S OF HASTINGS, INC.	TRX: 45	FOOD DELIGHTS - RETIREMENT	0	10/26/2017	12/11/2017	31.47
	ALLEN'S OF HASTINGS, INC.	CREDIT / OVERPAYMENT	CREDIT FOR SALES TAX	0	10/26/2017	12/11/2017	-44.84
							-13.37
170-170.100-737.705	Shop Supplie						
	MENARDS - HASTINGS	46786	PARTS FOR GUN CASES	0	11/08/2017	12/11/2017	56.97
							56.97
Total Dept. Museum administration:							22,316.16
Total Fund MUSEUM FUND:							22,316.16
Fund: 180 STREET FUND							
Dept: 000.000							
180-000.000-720.300	Professional						
	MAINELLI WAGNER & ASSOC	101210	HASTINGS, NE SHARED COST - CONSULTING	0	10/24/2017	12/11/2017	697.35
							697.35
180-000.000-720.350	Training & Co						
	US BANK CORPORATE PAYM	APWA	APWA PUBLIC WORKS MNGMT	0	11/20/2017	12/11/2017	85.83
							85.83
180-000.000-721.050	Postage						
	US BANK CORPORATE PAYM	TOTAL PKG	CREDIT - TOTAL PKG PAID DIR	0	11/20/2017	12/11/2017	-41.04
							-41.04
180-000.000-726.200	Telephone						
	VIAERO WIRELESS	14809	PARKS ON CALL CELL 11/21-12	0	12/09/2017	12/11/2017	0.10
	VIAERO WIRELESS	14809	PARKS ON CALL CELL 11/21-12	0	12/09/2017	12/11/2017	2.88
							2.98
180-000.000-727.500	R & M Heavy						
	AUTO VALUE-HASTINGS	70-485375	FLASHER	0	11/14/2017	12/11/2017	5.18
	FASTENAL COMPANY	NEHAS140631	BOLTS	0	11/17/2017	12/11/2017	0.31
	FASTENAL COMPANY	NEHAS140573	BOLTS	0	11/15/2017	12/11/2017	1.39
	LINCOLN CLUTCH & BRAKE	01 397498	22 BRAKES	0	11/13/2017	12/11/2017	463.67
	N A P A AUTO PARTS	752586	FILTER	0	11/13/2017	12/11/2017	11.38
	N A P A AUTO PARTS	754099	11 STOP WATCH	0	11/20/2017	12/11/2017	35.74
	NE ENVIRONMENTAL PRODI	PO2046	WIPER AND VALVE	0	11/17/2017	12/11/2017	222.63
	O'REILLY AUTO PARTS	0764-169792	29 - ANTENNA	0	11/10/2017	12/11/2017	21.99
	TITAN MACHINERY INC - HA	816989	65 CLUTCH	0	11/14/2017	12/11/2017	6,119.43
							6,881.72
180-000.000-727.800	R & M Vehicl						
	AUTO VALUE-HASTINGS	70-485321	FLASHER	0	11/13/2017	12/11/2017	2.59
	AUTO VALUE-HASTINGS	70-485388	9 FLASHER	0	11/14/2017	12/11/2017	14.99
	N A P A AUTO PARTS	752585	FILTER	0	11/13/2017	12/11/2017	9.68
	N A P A AUTO PARTS	753191	FD FRONT SEAL	0	11/15/2017	12/11/2017	9.32
	THREE POINTS TIRE	17877	20 FLAT	0	11/15/2017	12/11/2017	18.00
							54.58
180-000.000-728.100	Rent						
	BURLINGTON NORTHERN-S.	17111101	LEASE ON A SHED	0	11/16/2017	12/11/2017	70.46
	BURLINGTON NORTHERN-S.	17111101	LEASE ON A SHED	0	11/16/2017	12/11/2017	2,348.60
							2,419.06
180-000.000-729.150	Other Operat						
	LANDMARK IMPLEMENT INC	10381916	121 E 7TH OUR SIGN PART WA	0	11/04/2017	12/11/2017	150.67
	TOTAL PACKAGE/THE//	74796	SHIPPING CHRGS	0	11/09/2017	12/11/2017	41.04

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							191.71
180-000.000-730.050	Office Supplie						
	A&D TECHNICAL SUPPLY CO	260922	TONER AND PAPER	0	11/13/2017	12/11/2017	830.73
	BUSINESS WORLD PRODUCE	018912	HANGING FILES	0	11/14/2017	12/11/2017	129.98
	BUSINESS WORLD PRODUCE	018956	SUPPLIES	0	11/21/2017	12/11/2017	16.36
							977.07
180-000.000-731.050	Asphalt & Ce						
	BIG G COMMERCIAL ACCO	587122/1	BARRICADE TAPE - CONCRET	0	11/17/2017	12/11/2017	7.89
	J.I.L. ASPHALT PAVING CO.	170609	6.01 TONS SPR ASPHALT	0	11/01/2017	12/11/2017	294.49
	J.I.L. ASPHALT PAVING CO.	170614	1.05SPR ASPHALT	0	11/02/2017	12/11/2017	51.45
	J.I.L. ASPHALT PAVING CO.	170620	2.08SPR ASPHALT	0	11/08/2017	12/11/2017	101.92
	KULLY PIPE & STEEL SUPPL	OVERPAYMENT	PD INVOICES TWICE - CREDIT	0	10/27/2017	12/11/2017	-105.61
	KULLY PIPE & STEEL SUPPL	680712	DRILL BIT / CUT WHEEL	0	11/01/2017	12/11/2017	51.51
	KULLY PIPE & STEEL SUPPL	680405	IRON FOR SPREADER	0	10/26/2017	12/11/2017	37.74
	KULLY PIPE & STEEL SUPPL	681291	3/4 TUBING	0	11/10/2017	12/11/2017	70.06
							509.45
180-000.000-731.250	Fuel & Oil						
	THOMSEN OIL CO.	263846	900 NO LEAD	0	11/16/2017	12/11/2017	794.97
	THOMSEN OIL CO.	263846	900 NO LEAD	0	11/16/2017	12/11/2017	1,926.00
							2,720.97
180-000.000-731.400	Other Supplie						
	ORSCHELNS CONVENIENCE	TRX: 2378	ELECTRIC FENCE WIRE - SNO	0	11/10/2017	12/11/2017	43.99
							43.99
180-000.000-738.050	Hand Tools						
	AUTO VALUE-HASTINGS	70-485749	AIR CHUCK	0	11/20/2017	12/11/2017	8.04
							8.04
180-000.000-738.055	Field Equipm						
	BIG G COMMERCIAL ACCO	586623/1	M18 RED LITHIUM 5.0 BAT PK	0	11/10/2017	12/11/2017	259.98
	BIG G COMMERCIAL ACCO	586602/1	SAW HOLE BITS	0	11/10/2017	12/11/2017	11.84
							271.82
Total Dept. 000000:							14,823.53
Total Fund STREET FUND:							14,823.53
Fund: 183 STREET SALES TAX FUND							
Dept: 000.000							
183-000.000-742.320	New Street C						
	WERNER CONSTRUCTION CO	R-2017 RESIDENTIAL	PROJ NO: R-2017 RES	0	11/20/2017	12/11/2017	92,689.99
							92,689.99
Total Dept. 000000:							92,689.99
STREET SALES TAX FUND:							92,689.99
Fund: 366 BAN/STREET CONSTR							
Dept: 000.000							
366-000.000-742.527	2017-4 Shad						
	GRUMMERT PROF SERVICE	47	BOUNDRY SURVEY - SID 2017-	0	11/07/2017	12/11/2017	270.00
							270.00
Total Dept. 000000:							270.00
STREET CONSTRUCTION FUND:							270.00

Dept: 000.000

Distribution Register by Check



From Check No.: 36044 To Check No.: 36156

Printed: 12/4/2017 13:10

From Check Date: 11/17/2017 - To Check Date: 12/04/2017

Check No	Supplier	Supplier Name	Invoice Number	Invoice Description	Invoice Amt	Charge Code	GL Amount
36044	34425	HERITAGE BANK	111717	FLEX PLAN DEDUCTIONS	7,685.73	1 61292	7,685.73
36045	07175	B N S F RAILWAY CO.	112017	LICENSE APPLICATION	600.00	2 20031	600.00
36046	56775	OMAHA PUBLIC POWER DISTRICT	CSB000584	TRANS OPERATOR AGREEMENT	15,000.00	2 29235	15,000.00
36047	24975	FEDEX	6-003-90623	DELIVERY SERVICE	90.63	2 25065	90.63
36048	32425	HASTINGS, CITY OF	120117	COMBINED BOND PAYMENT FUND	150,273.00	1 61322	150,273.00
36049	32525	HASTINGS, CITY OF		IN LIEU OF TAXES	235,646.00	1 14080	21,008.00
						1 34080	24,891.00
						1 44080	19,464.00
						2 24080	170,283.00
					235,646.00		235,646.00
36050	32725	HASTINGS ECONOMIC DEVELOPM		2017 AGREEMENT	10,416.00	1 69230	10,416.00
36051	34425	HERITAGE BANK	120117-1	EMPLOYEE FLEX PLAN DEDUCTION	7,685.73	1 61292	7,685.73
				HEALTH INSURANCE CLAIMS FUND	295,250.29	1 61292	295,250.29
					302,936.02		302,936.02
36052	53076	NE DEPT OF LABOR-UNEMPLOYME	120117 W-0621	REMIT GARNISHMENT	94.36	1 62410	94.36
36053	53225	NE DEPT. OF REVENUE	120117 LEVY 2179	REMIT GARNISHMENT	100.00	1 62410	100.00
36054	70300	STATE DISBURSEMENT UNIT	120117	REMIT GARNISHMENT	248.00	1 62410	248.00
36055	02675	AIRGAS USA, LLC	9069605487	COVERALLS	1,680.73	2 75065	180.73
			9069849912	EPA PROTOCOL GAS	1,308.78	2 75065	1,500.00
			9069849913	EPA PROTOCOL GAS	1,310.84	2 25125	1,308.78
					4,300.35	2 25125	1,310.84
							4,300.35
36056	03675	ALTEC INDUSTRIES INC.	50171945	TRUCK REPAIR	1,208.00	2 21844	1,208.00
36057	06320	ARVOS RAYMOND BARTLETT SNO	22380	MILL PARTS	814.84	2 25124	814.84
36058	06655	ATC TURBINE	GT_SI-000007225	GASKET	188.68	2 25124	188.68
36059	06775	AUTO VALUE PARTS STORES	70-485640	UPHOLSTERY CLEANER, LAMPS	83.83	1 61845	22.45
			70-485891	RETURNED FUEL ADDITIVE	(22.45)	1 61847	61.38
			70-485892	FUEL ADDITIVE	20.98	1 61845	(22.45)
					82.36	1 61845	20.98
							82.36
36060	08100	BEARING DISTRIBUTORS	6132493	FILTERS	575.50	2 25125	575.50
36061	08456	BEN PAVELKA TRUCKING	35673	SANDBLAST, PAINT CABINETS	3,165.00	2 25940	1,500.00
					3,165.00	2 25940	1,665.00
							3,165.00
36062	08925	BIG G	587358/1	TAPE AND BULBS	85.07	1 61630	85.07
			587359/1	SUPPLIES	2,235.80	1 61561	1,379.02
						1 61630	57.02
						1 61632	689.06
						2 21561	110.70
			587367/1	RETURNED LED BULBS	(256.54)	1 61632	(256.54)
			587368/1	LED BULBS	239.76	2 21561	239.76
			587954/1	RETURNED SAW BLADES	(432.52)	1 61632	(432.52)
					1,871.57		1,871.57
36063	09025	BLACK & VEATCH CORPORATION	1255222	ENGINEERING SERVICES	59,073.07	2 20679	59,073.07
			1257375	ENGINEERING SERVICES	44,803.87	2 20679	44,803.87
					103,876.94		103,876.94
36064	09330	BLUFFS SANITARY SUPPLY	358979	FLOOR CLEANER	62.56	2 75065	11.92
					62.56	2 75065	50.64
							62.56
36065	09425	BORLEY MOVING & STORAGE	201734	STORAGE	225.00	1 30318	225.00
36066	10775	C D W GOVERNMENT, INC.	KTV9858	MONITOR	409.18	2 25065	409.18
			KVG9878	TONER CARTRIDGES	228.29	1 69210	228.29
			KVN1543	MONITOR	242.29	2 25060	242.29
					879.76		879.76

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36067	11500	CAPITAL BUSINESS SYSTEMS, INC	21665161	COPIER LEASES	630.01	1 61630	197.71
						2 75065	432.30
					630.01		630.01
36068	12350	CENTRAL COMMUNITY COLLEGE	001574192	REGISTRATION	600.00	2 79225	600.00
36069	12675	CENTRAL NEBRASKA EQUIPMENT	204282	TIRES	453.68	2 25064	453.68
36070	13610	CINTAS CORPORATION	449662008	UNIFORM SERVICE	227.25	1 49270	11.72
						1 69270	4.63
						2 29270	210.90
			449662012	UNIFORM SERVICE	164.20	2 79275	164.20
			449663110	UNIFORM SERVICE	227.25	1 49270	11.72
						1 69270	4.63
						2 29270	210.90
			449663114	UNIFORM SERVICE	164.20	2 79275	164.20
					782.90		782.90
36071	15075	COMPUTER HARDWARE, INC.	H20099	KEYBOARD & SPEAKER	196.88	1 69190	196.88
36072	17525	CRESCENT ELECTRIC SUPPLY CO	S504280740.001	SPLICE KIT	101.98	2 21561	101.98
36073	19225	DELKEN PRESS	112717	PRINTED MATERIAL	460.01	1 69060	460.01
36074	19840	DEZURIK	RPI/63018168	VALVE	5,411.00	1 45450	1,500.00
						1 45450	3,911.00
					5,411.00		5,411.00
36075	21375	DUTTON-LAINSON COMPANY	768936-2	LAMPS	30.20	2 21561	30.20
			771131-1	SURGE ARRESTER	5,695.50	2 21561	5,695.50
			S95671-1	ELECTRIC METERS	28,222.32	2 20007	1,500.00
						2 20007	26,722.32
					33,948.02		33,948.02
36076	21975	EAKES OFFICE EQUIPMENT	7384429-0	CALENDAR & PENS	48.71	1 61561	48.71
36077	23725	ERIKSEN CONSTRUCTION CO., INC	653-11	N BALTIMORE REVERSE OSMOSIS	384,633.00	1 30318	384,633.00
36078	25480	FLATWATER TECHNOLOGIES	2017-474	ANTI-VIRUS SOFTWARE	5,595.22	1 69190	1,500.00
						1 69190	4,095.22
			2017-503	MONTHLY BACKUP FEE	938.00	1 69210	938.00
					6,533.22		6,533.22
36079	30935	GRUMMERT PROFESSIONAL SERV	50	COAL PILE SURVEY	800.00	2 95015	800.00
36080	31404	H M LIFE INSURANCE COMPANY	120117 405738 00	EMPLOYEE HEALTH INSURANCE	41,373.97	1 62414	41,373.97
36081	31475	HACH COMPANY	10715680	CHEMICAL ANALYZER	19,076.22	2 25125	1,500.00
						2 25125	17,576.22
			10726827	LAB SUPPLIES	1,402.02	1 45431	1,402.02
			10732488	PROBE	1,023.00	1 45431	1,023.00
					21,501.24		21,501.24
36082	32075	HARRIS COMPUTER SYSTEMS	MN00104573	ANNUAL MAINTENANCE SUPPORT	19,440.15	1 69210	1,500.00
						1 69210	17,940.15
					19,440.15		19,440.15
36083	32125	HARTLAND CLEANING SERVICE	4029	JANITORIAL SERVICE	2,959.62	1 69330	2,959.62
36084	32625	HASTINGS, CITY OF	313241	BRANCH DISPOSAL	14.06	1 69330	14.06
36085	33275	HASTINGS UTILITIES	111617	REPLENISH PETTY CASH	29.39	1 49220	29.39
			111617-1	REPLENISH PETTY CASH	4.53	1 49220	4.53
			111617-2	REPLENISH PETTY CASH	16.00	1 49220	16.00
					49.92		49.92
36086	34425	HERITAGE BANK	120417	HEALTH INSURANCE CLAIMS FUND	1,800.22	1 61292	1,800.22
36087	35450	HOST COFFEE	1016194	MEETING SUPPLIES	38.95	1 69210	38.95
36088	36675	I B T, INC.	7133267	O-RING KITS	134.86	2 25125	134.86
36089	37040	I S S	20170396	REPAIR CARD READER	89.68	2 75065	89.68
			20170424	REPAIR CARD READER	284.85	2 75065	284.85
					374.53		374.53
36090	37050	IDEA BANK MARKETING	INV-6487	WEBSITE UPDATES	337.50	1 69210	337.50

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36091	38675	INTERSTATE ALL BATTERY CENTE	1905801013667	BATTERIES	978.93	2 25145	79.97
						2 75145	804.12
						2 95145	94.84
					978.93		978.93
36092	40525	K & G PLUMBING	171326	REPLACE WATER SERVICE	1,525.00	1 35570	25.00
			171343	REPLACE WATER SERVICE	1,895.00	1 35570	1,500.00
						1 35570	395.00
			171383	REPAIR WATER SERVICE	1,725.00	1 35570	1,500.00
						1 35570	225.00
					5,145.00		1,500.00
							5,145.00
36093	42425	KRIZ-DAVIS COMPANY	S101507908.001	REGISTRATION	2,743.00	2 79225	1,243.00
			S101589969.003	RUBBER GLOVES	498.62	2 79225	1,500.00
			S101589969.005	RUBBER GLOVES	509.32	2 29270	498.62
			S101613444.002	FUSES	988.68	2 29270	509.32
			S101639445.007	TRIPLEX	264.50	2 21561	988.68
			S101644527.001	SOFTWARE SUPPORT	37,120.79	2 21561	264.50
						1 45462	1,500.00
						1 45462	35,620.79
			S101647171.002	LED FIXTURE	3,197.16	1 69330	1,500.00
						1 69330	1,697.16
			S101664810.001	RELAYS	64.25	2 25128	64.25
			S101665007.002	LABELING WIRES	189.39	2 20389	189.39
			S101670285.002	SWITCH	1,240.31	2 24182	1,240.31
			S101671248.002	ADAPTER	41.73	2 21561	41.73
			S101671352.001	CONDUIT	2,182.80	2 21561	2,182.80
					49,040.55		49,040.55
36094	42625	KULLY PIPE & STEEL CORP.	681483	TOOLS	430.33	2 25064	430.33
			681600	FITTINGS	1,871.94	1 61561	1,871.94
			681601	BUSHINGS, UNIONS, CUTTER WHEI	406.21	1 61561	406.21
			681690	NIPPLES	36.10	1 61561	36.10
			681783	ADAPTERS	31.03	1 61561	31.03
			681797	CUTTER WHEEL	362.95	1 61561	362.95
			681851	COUPLING	213.26	1 61561	213.26
			682249	TAPPING TEE	280.85	1 61561	280.85
					3,632.67		3,632.67
36095	44325	LINWELD	16524890	EPA GAS	307.71	2 25125	307.71
			16550311	NITROGEN	44.73	2 25020	44.73
			16569249	TELEMETRY	67.02	2 75055	67.02
			16573336	EARPLUGS	270.41	1 61561	270.41
					689.87		689.87
36096	45525	MAINSAYER SOFTWARE	7610	SOFTWARE SUPPORT AGREEMENT	5,310.00	1 33990	1,500.00
						1 33990	3,810.00
					5,310.00		5,310.00
36097	46422	MCCARTER & ENGLISH LLP	8143720	LEGAL SERVICES	270.00	1 19230	270.00
36098	46675	MCMASTER-CARR SUPPLY CO.	50120483	ULTRASONIC GEL	41.42	2 75065	41.42
36099	46860	MECHANICAL DYNAMICS & ANALY	627792	TURBINE PARTS	738.80	2 25135	738.80
36100	47500	METLIFE-GROUP BENEFITS	120117-KM0592506	EMPLOYEE LIFE INSURANCE	2,590.70	1 19260	246.83
						1 39260	172.46
						1 49260	117.19
						1 69260	709.55
						2 29260	334.21
						2 29265	1,010.46
					2,590.70		2,590.70
36101	50100	MOBOTREX	222827	TRAFFIC SIGNAL PARTS	240.00	2 24182	240.00
			222828	TRAFFIC SIGNAL PARTS	2,015.28	2 21561	2,015.28
			222829	TRAFFIC SIGNAL PARTS	1,014.00	2 21561	1,014.00
					3,269.28		3,269.28
36102	50780	MOTUS GROUP INC.	1332	PARTS FOR CARBON SYSTEM	4,745.92	2 25124	1,500.00
			1333	SILO PARTS	495.42	2 25124	3,245.92
			1357	FEEDER, GEARBOX, SHAFT	807.70	2 25124	495.42
					6,049.04		807.70
							6,049.04
36103	50825	MOUNTAIN STATES PIPE & SUPPLY	INV6513	TEST CAPS & WRENCHES	277.88	1 15750	277.88

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36104	51375	MUNICIPAL SUPPLY INC OF NEBR	0677958-IN	METER PARTS	123.52	1 35540	123.52
36105	51573	MYERS CONSTRUCTION, INC.	WR-084 5	WATER MAIN CONTRACT	18,700.33	1 30337	18,700.33
36106	51825	N A P A AUTO PARTS	755544	FILTERS AND AIR HOSE	180.55	1 61561	180.55
36107	52280	NAQS ENVIRONMENTAL EXPERTS	12111	CONSULTING SERVICES	530.71	2 25025	530.71
36108	53080	NE DEPT OF LABOR	107761	BOILER CERTIFICATE	48.00	1 15460	48.00
36109	53925	NEBRASKA EYE CARE	102517	PRESCRIPTION SAFETY GLASSES	321.00	2 29275	321.00
			103117	PRESCRIPTION SAFETY GLASSES	380.00	2 29275	380.00
			110217	PRESCRIPTION SAFETY GLASSES	115.00	1 19270	115.00
			29501	NOSE PIECES	19.26	2 29275	19.26
					835.26		835.26
36110	54125	NEBRASKA MACHINERY CO.	INV218403	GENERATOR PM	964.00	1 45460	964.00
			INV218440	GENERATOR PM	1,946.00	1 45460	446.00
					2,910.00	1 45460	1,500.00
							2,910.00
36111	54475	NEBR. PUBLIC HEALTH ENV. LAB	494660	WATER TESTING	942.00	1 35531	942.00
36112	54625	NEBRASKA SAFETY COUNCIL, INC.	165519	MEMBERSHIP RENEWAL	482.00	1 69270	482.00
36113	55175	NEWARK	29647259	STARTER	649.92	2 25125	649.92
36114	55525	NORTH AMERICAN ELECTRIC	22127	QUARTERLY ASSESSMENT	5,398.77	2 29230	5,398.77
36115	55558	NORTH CENTRAL SAFETY SUPPLY	1016	FIRST AID SUPPLIES	67.37	1 69270	67.37
36116	56625	O'KEEFE ELEVATOR CO., INC.	00464902	MAINTENANCE AGREEMENT	237.00	2 25110	237.00
			01367349	ELEVATOR MAINTENANCE	202.00	2 25115	202.00
					439.00		439.00
36117	56765	OMAHA PNEUMATIC	20891	FILTERS	231.47	2 25145	231.47
36118	56775	OMAHA PUBLIC POWER DISTRICT	CSB000587	TRANSMISSION AGREEMENT	15,000.00	2 29235	15,000.00
36119	57975	PARAMOUNT LINEN & UNIFORM	59354	RUG AND LAUNDRY SERVICE	29.05	1 69330	29.05
			61084	RUG AND LAUNDRY SERVICE	7.70	1 61630	7.70
			61577	RUG AND LAUNDRY SERVICE	29.05	1 69330	29.05
			62082	RUG AND LAUNDRY SERVICE	18.19	1 45450	18.19
			62093	RUG AND LAUNDRY SERVICE	47.12	2 25065	47.12
			63266	RUG AND LAUNDRY SERVICE	7.70	1 61630	7.70
			63809	RUG AND LAUNDRY SERVICE	29.05	1 69330	29.05
			64259-1	RUG AND LAUNDRY SERVICE	31.51	1 69330	31.51
			64287	RUG AND LAUNDRY SERVICE	47.12	2 25065	47.12
					246.49		246.49
36120	58065	PARR, RYAN	111717	EMPLOYEE REIMBURSEMENT	1,683.77	2 29265	1,683.77
36121	58965	PHILIP CARKOSKI CONSTRUCTION	2017-1560	WEC1 SWITCHGEAR REPLACEMEN	77,346.00	2 20679	77,346.00
			2017-1562	CONCRETE DRIVE REPLACEMENT	2,112.00	2 20679	612.00
					79,458.00	2 20679	1,500.00
							79,458.00
36122	59925	POSTMASTER	112917	POSTAGE	5,600.00	1 69170	5,600.00
36123	61325	PROTEX CENTRAL INC	91960	RECHARGE FIRE EXTINGUISHERS	305.86	2 25140	305.86
			91961	RECHARGE FIRE EXTINGUISHERS	41.16	1 15750	41.16
			91962	RECHARGE FIRE EXTINGUISHERS	41.16	1 35052	41.16
			91963	RECHARGE FIRE EXTINGUISHERS	198.22	2 25140	198.22
					586.40		586.40
36124	61475	PUBLIC POWER GENERATION AGE	JG-0423	FUEL, O&M	813,565.33	2 22322	303,346.32
				DEBT SERVICE		2 22322	510,219.01
					813,565.33		813,565.33
36125	61625	PYCO, INC	SO1752908	THERMOCOUPLE	181.71	2 25135	181.71
36126	63125	RAMCO INNOVATIONS	1176208	SWITCHES	941.08	2 25125	941.08
36127	63220	RASMUSSEN AIR AND GAS ENERG	14353	AIR COMPRESSOR PARTS	108.50	2 25145	108.50
36128	63835	RELIANCE STANDARD LIFE INS CO	EA-100000103498	EMPLOYEE DISABILITY INSURANCE	4,370.70	1 19260	382.88
						1 39260	250.77

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						1 49260	183.12
						1 69260	1,239.55
						2 29260	574.69
						2 29265	1,739.69
					4,370.70		4,370.70
36129	64060	ROAD BUILDERS MACHINERY&SUI	S10869	REPAIR MACHINERY	435.78	2 95146	435.78
36130	65275	S O S PORTABLE TOILETS, INC.	38150	PORTABLE TOILET RENTAL	258.48	1 15750	258.48
36131	65575	BRANDSAFWAY SOLUTIONS, LLC	R060936	SCAFFOLDING	696.31	2 95126	696.31
36132	65675	SALVATION ARMY	120117	SHARE SOME WARMTH COLLECTIC	406.00	1 62328	406.00
36133	67325	SERVI-TECH, INC.	H-970427	WATER TESTING	45.12	1 30337	45.12
			H-970451	WATER TESTING	45.12	1 30337	45.12
			H-970479	WATER TESTING	205.16	2 25130	205.16
			H-970484	WATER TESTING	105.60	1 35531	105.60
			H-970515	WATER TESTING	18.15	1 35532	18.15
			H-970518	WATER TESTING	49.92	1 35532	49.92
			H-970530	WATER TESTING	6.05	1 35531	6.05
					475.12		475.12
36134	68525	SLOVER & LOFTUS	4025-1017	LEGAL SERVICES	345.99	2 29235	345.99
36135	71470	SUNBELT RENTALS	71798016-0003	EQUIPMENT RENTAL	1,706.29	2 25124	206.29
						2 25124	1,500.00
					1,706.29		1,706.29
36136	73175	TEST AMERICA INC.	16176913	WATER TESTING	1,539.00	1 30297	39.00
						1 30297	1,500.00
			16177029	WATER TESTING	1,539.00	1 30297	39.00
						1 30297	1,500.00
			16177030	WATER TESTING	1,539.00	1 30297	39.00
						1 30297	1,500.00
					4,617.00		4,617.00
36137	73575	THOMSEN OIL CO	263844	DIESEL FUEL	2,870.31	2 95015	1,370.31
						2 95015	1,500.00
			263853	DIESEL FUEL	2,327.10	2 95015	827.10
						2 95015	1,500.00
			263869	DIESEL FUEL	3,085.27	2 95015	1,500.00
						2 95015	1,585.27
					8,282.68		8,282.68
36138	73976	TOM'S TREE SERVICE	2130	STUMP REMOVAL	405.00	2 25830	405.00
			2132	TREE TRIMMING AND REMOVAL	5,000.00	2 25830	5,000.00
			2151	STUMP REMOVAL	2,394.00	2 25830	2,394.00
			2155	TREE TRIMMING AND REMOVAL	5,000.00	2 25830	5,000.00
					12,799.00		12,799.00
36139	75315	TYNDALE COMPANY	1342789	SWEATSHIRTS	3,845.32	2 21561	3,845.32
36140	75625	UDEN PLUMBING	4274	INSTALL LIFT STATION	1,527.00	1 40316	27.00
						1 40316	1,500.00
					1,527.00		1,527.00
36141	76275	UNITED WAY OF SOUTH CENTRAL	120117	EMPLOYEE DEDUCTIONS	949.38	1 62418	949.38
36142	76325	UNIVAR USA INC.	OM899530	SULFURIC ACID	5,040.33	2 25055	1,500.00
						2 25055	3,540.33
					5,040.33		5,040.33
36143	77050	VERIZON WIRELESS	9796116424	MACHINE TO MACHINE SHARING	58.11	1 69180	29.06
						2 25700	29.05
					58.11		58.11
36144	77790	W C ENTERPRISES INC	196	POND ASH REMOVAL	6,750.00	2 95015	1,500.00
						2 95015	5,250.00
			197	POND ASH REMOVAL	5,400.00	2 95015	1,500.00
						2 95015	3,900.00
					12,150.00		12,150.00
36145	78775	WEAR-CONCEPTS, INC.	83079	CERAMIC TILE	1,244.72	2 95126	1,244.72
36146	80275	WOODWARD'S DISPOSAL SERVICE	8769-1646	GARBAGE DISPOSAL	312.50	1 69030	50.00
						1 69210	60.00
						1 69330	202.50

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			8769-1647	GARBAGE DISPOSAL	1,275.50	1 45421	1,275.50
			8769-1648	GARBAGE DISPOSAL	556.92	2 75065	556.92
			8769-1649	GARBAGE DISPOSAL	458.76	1 61630	458.76
					<u>2,603.68</u>		<u>2,603.68</u>
36147	80425	Y M C A	120117	EMPLOYEE DEDUCTIONS	794.20	1 62418	794.20
36148	R4539	LONE VISTA LLC	112717	CUSTOMER INCENTIVE	900.00	1 35571	900.00
36149	R4541	ANTHONY F WOLLEN	06221455-20	CUSTOMER REFUND	67.79	1 61841	67.79
36150	R4542	LESLEY K KRIEGER	08312630-29	CUSTOMER REFUND	97.83	1 61841	97.83
36151	R4543	HAWTHORNE TOWNHOUSES	09361730-11	CUSTOMER REFUND	58.76	1 61841	58.76
36152	R4544	MARK P UZETA	11421250-22	CUSTOMER REFUND	104.05	1 61841	104.05
36153	R4545	JUDY A KARMAZIN	13520543-14	CUSTOMER REFUND	25.05	1 61841	25.05
36154	R4546	MYERS CONSTRUCTION	13521062-00	CUSTOMER REFUND	199.18	1 61841	199.18
36155	R4547	DARREL A SCHMIDT	16613010-01	CUSTOMER REFUND	147.93	1 61841	147.93
36156	R4548	STATE OF NEBRASKA	04150460-16	CUSTOMER REFUND	268.10	1 61841	268.10
			04161990-30	CUSTOMER REFUND	297.98	1 61841	297.98
			08310573-08	CUSTOMER REFUND	14.59	1 61841	14.59
			08312630-29	CUSTOMER REFUND	300.00	1 61841	300.00
			11440910-21	CUSTOMER REFUND	160.23	1 61841	160.23
			14550790-16	CUSTOMER REFUND	330.00	1 61841	330.00
			17661356-04	CUSTOMER REFUND	91.15	1 61841	91.15
			43990001-00	CUSTOMER REFUND	390.00	1 61841	390.00
					<u>1,852.05</u>		<u>1,852.05</u>

Chk Count 113

Check Report Total 2,455,967.78

Distribution Register by Check



ACH Payments

Printed: 12/4/2017 17:07

From Check Date: 12/11/2017 - To Check Date: 12/11/2017

Check No	Supplier	Supplier Name	Invoice Number	Invoice Description	Invoice Amt	Charge Code	GL Amount
602623	07220	B P ENERGY	1451713	GAS PURCHASES	107,274.14	1 62321	107,274.14
602624	07475	BANK OF NEW YORK MELLON	121117	PRINCIPAL & INTEREST	373,215.00	2 22162	373,215.00
602625	10400	BURLINGTON NORTHERN/SANTA F	223640086	COAL FREIGHT CHARGES	242,871.38	2 22324	242,871.38
602626	45205	M & T BANK-457	120117	EMPLOYEE DEFERRED COMP	535.00	1 62417	535.00
602627	55070	NEOPOST	112417	POSTAGE	1,500.00	1 69170	1,500.00
602628	69200	SOUTHWEST POWER POOL	TRN1017HAST	TRANSMISSION ADJUSTMENT	58.33	2 22322	58.33
602629	76025	UNITED PARCEL SERVICE	00006838E9477	DELIVERY SERVICE	62.88	1 61630	51.60
						2 85145	11.28
					62.88		62.88
602630	79325	WESTERN AREA POWER ADMIN.	BFPB000951017	POWER PURCHASE	112,611.73	2 22322	112,611.73
602631	30575	GREAT WEST LIFE	120117	PENSION DEPOSIT	99,988.36	1 62415	99,988.36
			120117-1	DEFERRED COMP DEPOSIT	11,008.70	1 62417	11,008.70
			120117-2	ROTH 457 DEPOSIT	5,797.22	1 62417	5,797.22
					116,794.28		116,794.28
602632	53775	NEBRASKA CHILD SUPPORT	120117	REMIT CHILD SUPPORT	3,609.62	1 62410	3,609.62
602633	76225	UNITED STATES TREASURY		FIT & FICA WITHHOLDING	165,261.94	1 62411	77,082.46
						1 62413	88,179.48
					165,261.94		165,261.94

Check & ACH Total	3,579,762.08
Less Discount	(38.95)
Total of Checks & ACH Payments	<u>3,579,723.13</u>

Combined	1,501,962.89
Electric	2,077,760.24
Grand Total	<u>3,579,723.13</u>



Summary Report: November - 2017

Brain Hessler was promoted to police captain effective November 5, 2017. A promotion ceremony was held at HPD on November 7th.

On November 8th, Captain Adam Story and Sergeant Raelee Van Winkle were awarded a Letter of Commendation for their work in the arrest of two suspects in a home invasion robbery.

During this month, the department tested for the police sergeant position. The process was completed on November 30th and Chief Story will be making announcements on the police sergeant promotion as well as a new police captain, prior to December 15th.

	2017	2016	<i>Year to Date Totals</i>		<i>Percent</i>
	NOV	NOV	YTD 2017	YTD 2016	+/-
Police					
Total Calls for Service	1657	1681	20892	20207	3.4%
Incident Reports	306	354	3979	3785	5.1%
Traffic Accidents	50	65	670	671	-0.1%
Part I Crimes	95	109	1170	1090	7.3%
Community Service Officers					
Animal Calls	137	158	1893	1940	-2.4%
Animals Impounded	44	51	404	426	-5.2%
Code Enforcement	21	18	492	396	24.2%
Communication Center					
911 Calls	919	919	10711	11140	-3.9%
All Other Calls	4515	4405	54429	51137	6.4%

317 SOUTH BURLINGTON, HASTINGS, NEBRASKA 68901

www.hastingspolice.org

402/461-2380

pkortum@hastingspolice.org

CITY OF HASTINGS
DEVELOPMENT SERVICES DEPARTMENT
For the Month Ending November 30, 2017

Type of Permit	# of Permits	Fees	Valuation
Electric	29	\$ 1,260.00	\$ 239,411.00
Gas	31	\$ 715.00	
Plumbing			
Inspection	25	\$ 785.00	
Utilities		\$ 8,711.07	
Building			
Issued	21	\$ 23,677.09	\$ 7,938,146.76
Demolition	1	\$ 25.00	
Sign Permits	4	\$ 113.85	
Fence Permits	2	\$ 30.00	
Street Access Permits	2	\$ 30.00	
Moving Permits	1	\$ 25.00	
Roofing Permits	13	\$ 390.00	
Siding Permits		\$ -	
Zoning and Filing Fees		\$ 200.00	
Out of District		\$ -	
Electric Cards		\$ 255.00	
Plumbing Cards		\$ -	
Gas Cards		\$ 35.00	
Electric Exams		\$ -	
Plumbing Exams		\$ -	
Gas Exams		\$ -	
Occupation Tax		\$ 300.00	
Subtotals	129	\$ 36,552.01	\$ 8,177,557.76
HU Plbg. Reimbursement		\$ 8,540.33	
HU Out of District Fees			
Total Collected	129	\$ 28,011.68	\$ 8,177,557.76

Don Threewitt, Director
Development Services Department

WORK ORDER ENGINEERING ESTIMATE

HASTINGS UTILITIES

HASTINGS, NEBRASKA

Name of Department: ElectricWork Order No.: EL-32Construction: XBudget Item No.: 2.54 2017/2018

Retirement: _____

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

Installation of a 1-phase electric line and padmount transformers to serve new residential lots on Dovetail Circle east of Mallard Way Avenue in Lochland Meadows

PURPOSE OF WORK IMPROVEMENT:

Continued residential development in Lochland Meadows

Estimated Cost	Amount	Attached Map or DWG No.:	E-UD-685
1. Material to be Purchased	\$0.00	Sheet No.:	
2. Stores Dept. Charge @ 9.0%	0.00		
3. Material from Stock	10,604.34	Date Work to be Started:	12/4/17
4. Stores Dept. Charge @ 9.0%	954.39	Date Work to be Finished:	2/9/18
5. Labor	11,552.00	Checked By:	Date
6. Mileage & Truck Usage	2,126.00	<i>Doug Baumgardner</i>	11-28-17
7. Equipment Usage	2,071.50	Checked By:	Date
8.		<i>RON SEKORA</i>	11-28-17
9.		Approved By:	Date
10.		<i>Keith Jonhanson</i>	11/28/17
SUBTOTAL	\$27,308.23	Director of Engineering	
Engineering & Administrative @ 12%	3,276.99	Approved By:	Date
Subtotal	\$30,585.22		
Less Developer Contribution		City Council	
		Authorized By:	Date
		<i>Allen W. Meyer</i>	11/28/2017
TOTAL ESTIMATED COST OF WORK ORDER	\$30,585.22	Manager	

HASTINGS UTILITIES, HASTINGS, NEBRASKA

Work Order No.: EL-32

B.I. No.: 2.54

B.I. Yr.: 2017/2018

LABOR AND EQUIPMENT ESTIMATE

Classification of Labor or Equipment to be Used		No of Hr/Mi/Ft	Cost Per Unit	Subtotal	Total Cost
LABOR:	Electric Department	144	53.00	7,632.00	\$11,552.00
	Gas Department	80	49.00	3,920.00	
TOTAL - LABOR					
MILEAGE:	Trucks 22 & 23 (Miles)	64	3.00	192.00	\$2,126.00
	Trucks 24 & 28 (Miles)	64	3.00	192.00	
	Trucks 25 & 26 (Miles)	64	3.00	192.00	
	Trucks 80, 81, & 82 (Miles)			0.00	
	Trucks 12, 14, & 17 (Miles)	96	2.50	240.00	
TRUCKS:	Trucks 22 & 23 (Hours)	4	200.00	800.00	
	Trucks 24 & 28 (Hours)	4	110.00	440.00	
	Trucks 25 & 26 (Hours)	2	35.00	70.00	
TOTAL - MILEAGE & TRUCKS					
EQUIPMENT:	Air Compressor (Hours) HU #4	2	25.00	50.00	\$2,071.50
	Backhoe (Hours) HU #1, #2, or #3	10	25.00	250.00	
	Hydra Tamp (Hours) HU	4	115.00	460.00	
	Spoil Vac (Hours) HU	4	56.00	224.00	
	Bore (Feet) HU #1 or #2	725	1.50	1,087.50	
TOTAL - EQUIPMENT USAGE					
TOTAL COST ALL LABOR AND EQUIPMENT ESTIMATE					\$15,749.50

MATERIAL ESTIMATE

Quantity		Stock Number	Description	Unit Price	Stock Material	New Material
5	ea.	019-09-06	5/8 x 10' Ground Rods	11.00	55.00	
5	ea.	020-02-03	5/8" Ground Clamps	1.20	6.00	
100	ft.	023-07-03	Red Warning Tape	0.03	3.00	
6	ea.	043-08-03	#2 15KV Loadbreak Elbows	29.84	179.04	
1	ea.	043-20-18	10KV Parking Stand Lightning Arrester	123.14	123.14	
1	ea.	043-21-10	10KV Elbow Lightning Arrester	57.80	57.80	
5	ea.	044-01-04	Split-Bolt Ground Connectors	1.08	5.40	
6	ea.	046-07-04	Insulated Secondary Connectors	7.85	47.10	
4	ea.	046-08-01	Transformer Ground Connectors	2.72	10.88	
12	ea.	046-10-02	Terminal Lugs	4.24	50.88	
1	ea.	049-12-11	40Amp 15KV NX Current Limiting Fuse	160.76	160.76	
74	ft.	068-01-04	#4 Bare Copper Ground Wire	0.45	33.30	
1915	ft.	077-13-02	#2 15KV Aluminum 220Mil Jacketed Cable	1.45	2,776.75	
40	ft.	078-01-40	4/0-4/0-2/0 600V URD Aluminum Triplex	1.47	58.80	
TOTAL (Page 2)					\$ 3,567.85	\$ -

Estimated By: T. Waite

Date: 11/27/17

Page 2

Page 3

WORK ORDER ENGINEERING ESTIMATE

HASTINGS UTILITIES

HASTINGS, NEBRASKA

Name of Department: ElectricWork Order No.: SL-115Construction: XBudget Item No.: 5.00 2017/2018

Retirement: _____

Budget Item Amt: \$30,000**DESCRIPTION AND LOCATION:**

Installation of post top street lights along Dovetail Circle east of Mallard Way Avenue and on Mallard Way Avenue south of Fox Run Street

PURPOSE OF WORK IMPROVEMENT:

Continued residential development in Lochland Meadows

CONTRIBUTIONS/REMARKS:

Estimated Cost	Amount	Attached Map or DWG No.:	E-UD-685
1. Material to be Purchased	\$0.00	Sheet No.:	
2. Stores Dept. Charge @ 9.0%	0.00		
3. Material from Stock	5,310.54	Date Work to be Started:	12/4/17
4. Stores Dept. Charge @ 9.0%	477.95	Date Work to be Finished:	2/9/18
5. Labor	8,028.00	Checked By:	Date
6. Mileage & Truck Usage	2,577.00	<i>Doug Baumgardner</i>	11-28-17
7. Equipment Usage	1,752.00	Checked By:	Date
8. Contract Amount		<i>Ron Selora</i>	11-28-17
9.		Approved By:	Date
10.		<i>Keith Lombardi</i>	11/28/17
SUBTOTAL	\$18,145.49	Director of Engineering	
Engineering & Administrative @ 12%	2,177.46	Approved By:	Date
Subtotal	\$20,322.95		
Less Developer Contribution		<i>City Council</i>	
		Authorized By:	Date
		<i>Allen W. Meyer</i>	11/28/17
TOTAL ESTIMATED COST OF WORK ORDER	\$20,322.95	Manager	

HASTINGS UTILITIES, HASTINGS, NEBRASKA

Work Order No.: SL-115

B.I. No.: 5.00

B.I. Yr.: 2017/2018

LABOR AND EQUIPMENT ESTIMATE

Classification of Labor or Equipment to be Used		No of Hr/Mi/Ft	Cost Per Unit	Subtotal	Total Cost
LABOR:	Electric Department	96	53.00	5,088.00	\$8,028.00
	Gas Department	60	49.00	2,940.00	
TOTAL - LABOR					
MILEAGE:	Trucks 22 & 23 (Miles)	48	3.00	144.00	\$2,577.00
	Trucks 24 & 28 (Miles)	48	3.00	144.00	
	Trucks 25 & 26 (Miles)	48	3.00	144.00	
	Truck 41 (Miles)			0.00	
	Trucks 12, 14, & 17 (Miles)	72	2.50	180.00	
TRUCKS:	Trucks 22 & 23 (Hours)	6	200.00	1,200.00	
	Trucks 24 & 28 (Hours)	6	110.00	660.00	
	Trucks 25 & 26 (Hours)	3	35.00	105.00	
TOTAL - MILEAGE & TRUCKS					
EQUIPMENT:	Air Compressor (Hours) HU #4	5	25.00	125.00	\$1,752.00
	Backhoe (Hours) HU #1, #2, or #3	8	25.00	200.00	
	Bore (Bore Feet) HU #1, or #2	570	1.50	855.00	
	Hydra Tamp (Hours) HU	4	115.00	460.00	
	Spoil Vac (Hours) HU	2	56.00	112.00	
TOTAL - EQUIPMENT USAGE					
TOTAL COST ALL LABOR AND EQUIPMENT ESTIMATE					\$12,357.00

MATERIAL ESTIMATE

Quantity		Stock Number	Description	Unit Price	Stock Material	New Material
1	ea.	019-09-06	5/8" x 10' Ground Rods	11.00	11.00	
1	ea.	020-02-03	5/8" Ground Clamps	1.20	1.20	
50	ft.	023-07-03	Red Warning Tape	0.03	1.50	
10	ea.	044-01-03	#6 Split-Bolt Ground Connectors	1.36	13.60	
120	ft.	070-02-12	12/2 Romax with Ground	0.28	33.60	
910	ft.	072-01-08	#8 600V THWN Copper Wire (White)	0.22	200.20	
910	ft.	072-02-08	#8 600V THWN Copper Wire (Black)	0.22	200.20	
910	ft.	072-08-12	#12 600V THWN Copper Wire (Green)	0.09	81.90	
5	ea.	105-00-06	79W 120V Type 2 LED Post Top St Lt	416.00	2,080.00	
5	ea.	108-01-10	23' Aluminum Street Light Poles	310.00	1,550.00	
6	ea.	111-02-01	600V Waterproof Fuseholders	5.37	32.22	
12	ea.	111-02-06	Fuseholder Boots	1.66	19.92	
5	ea.	111-05-02	LED Photoelectric Cells	17.80	89.00	
TOTAL (Page 2)					\$ 4,314.34	\$ -

Estimated By: T. Waite

Date: 11/27/17

Page 2

B.I. Yr.: 2017/2018

MATERIAL ESTIMATE

MATERIAL ESTIMATE						
Quantity		Stock Number	Description	Unit Price	Stock Material	New Material
5	ea.	111-11-13	5Amp 600V Fuses	6.36	31.80	
1	ea.	111-11-20	20Amp 600V Fuse	6.08	6.08	
110	ft.	113-06-04	1 1/4" Sch40 PVC	0.31	34.10	
820	ft.	113-10-04	1 1/4" Sch40 PVC Polyduct	0.55	451.00	
8	ea.	114-03-04	1 1/4" Steel Elbows-90D Std R	5.52	44.16	
5	ea.	114-11-07	1 1/4" Fiberglass Elbows-90%%D 12" R	50.76	253.80	
10	ea.	115-08-04	1 1/4" Polyduct Couplers	14.03	140.30	
16	ea.	116-18-04	1 1/4" Pipe/PVC Couplers (PVC)	0.31	4.96	
Misc.	LS		Misc. Tape, Wire, Connectors, Etc.	30.00	30.00	
					-	
					-	
					-	
					-	
					-	
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					-	
					-	
					-	
					-	
					-	
			Total Page 3		\$ 996.20	\$ -
			Total Page 2 Brt Fwd		\$ 4,314.34	\$ -
					-	
			TOTAL (Pages 2 & 3)		\$ 5,310.54	\$ -

Estimated By: T. Waite

Date: 11/27/17 Page 3

WORK ORDER ENGINEERING ESTIMATE

HASTINGS UTILITIES

HASTINGS, NEBRASKA

Name of Department: Water

Construction: X

Retirement:

Work Order No.: WA-339

Budget Item No.: 3.04 (2017 - 2018)

Budget Item Amt: \$500,000

DESCRIPTION AND LOCATION:

New ASR Well 30 (Casing and Screen)

PURPOSE OF WORK IMPROVEMENT:

To provide containment water to the ASR System.

CONTRIBUTIONS/REMARKS:

Estimated Cost	Amount	Attached Map or DWG No.:	W-107
1. Material to be Purchased		Sheet No.:	
2. Stores Dept. Charge @ 9.0%			
3. Material from Stock		Date Work to be Started:	12/12/17
4. Stores Dept. Charge @ 9.0%		Date Work to be Finished:	11/30/18
5. Labor		Checked By: <i>Mark Henderson</i>	Date 11-21-2017
6. Mileage & Truck Usage		Checked By: <i>Garth Stage</i>	Date 11/21/2017
7. Equipment Usage		Approved By:	Date
8. Contract Amount (Downey Drilling)	115,922.00	<i>Keith Tomhardt</i> Director of Engineering	4/28/17
9.		Approved By:	Date
10.		<i>City Council</i>	
SUBTOTAL	\$115,922.00	Authorized By:	Date
Engineering & Administration @ 12%	13,910.64	<i>Oliver W. Meyer</i> Manager	11/28/2017
Subtotal	\$129,832.64		
Less Developer Contribution			
TOTAL ESTIMATED COST OF WORK ORDER	\$129,832.64		

WORK ORDER ENGINEERING ESTIMATE

HASTINGS UTILITIES

HASTINGS, NEBRASKA

Name of Department: Water

Construction: X

Retirement:

Work Order No.: WA-335

Budget Item No.: 3.00 (2017 - 2018)

Budget Item Amt: \$600,000

DESCRIPTION AND LOCATION:

Phase 2 ASR Injection Wells and Monitoring Well System.

PURPOSE OF WORK IMPROVEMENT:

Installation of injection wells for ASR System.

CONTRIBUTIONS/REMARKS:

Estimated Cost	Amount	Attached Map or DWG No.:	W-132
1. Material to be Purchased		Sheet No.:	
2. Stores Dept. Charge @ 9.0%			
3. Material from Stock		Date Work to be Started:	12/12/17
4. Stores Dept. Charge @ 9.0%		Date Work to be Finished:	11/30/18
5. Labor	2,640.00	Checked By: <i>Mark Hemmeyer</i>	Date
6. Mileage & Truck Usage	70.00		11-21-2017
7. Equipment Usage		Checked By: <i>Mark Lange</i>	Date
8. Contract Amount (Downey Drilling)	601,837		11/21/2017
9.		Approved By: <i>Keith Lombardi</i>	Date
10.			11/28/17
SUBTOTAL	\$604,547	Director of Engineering	
Engineering & Administration @ 12%	72,546	Approved By:	Date
Subtotal	\$677,093		
Less Developer Contribution		<i>City Council</i>	
		Authorized By:	Date
		<i>Oliver W. Meyer</i>	11/28/2017
TOTAL ESTIMATED COST OF WORK ORDER	\$677,093	Manager	

HASTINGS UTILITIES, HASTINGS, NEBRASKA

Work Order No.: WA-335

B.I. No.: 3.00

B.I. Yr.: 2017 - 2018

LABOR AND EQUIPMENT ESTIMATE

Classification of Labor or Equipment to be Used	No of Hr/Mi/Ft	Cost Per Unit	Subtotal	Total Cost
LABOR: Water Department	60	44.00	2,640.00	\$2,640.00
			0.00	
			0.00	
TOTAL - LABOR				
MILEAGE: Truck #36	100	0.70	70.00	\$70.00
			0.00	
TOTAL - MILEAGE & TRUCKS				
EQUIPMENT:			0.00	\$0.00
			0.00	
			0.00	
			0.00	
			0.00	
TOTAL - EQUIPMENT USAGE				
TOTAL COST ALL LABOR AND EQUIPMENT ESTIMATE				\$2,710.00

MATERIAL ESTIMATE

Quantity		Stock Number	Description	Unit Price	Stock Material	New Material
			TOTAL		\$ -	\$ -

Estimated By:

Date: _____

WORK ORDER ENGINEERING ESTIMATE

HASTINGS UTILITIES

HASTINGS, NEBRASKA

Name of Department: Water

Construction: X

Retirement: _____

Work Order No.: WA-319

Budget Item No.: 3.02 (2017 - 2018)

Budget Item Amt: \$500,000

DESCRIPTION AND LOCATION:

New Well and Wellhouse for Well 36 located at 12th Street and Baltimore Avenue.

PURPOSE OF WORK IMPROVEMENT:

New municipal well and wellhouse for Well 36 located at 12th Street and Baltimore Avenue.

CONTRIBUTIONS/REMARKS:

Estimated Cost	Amount	Attached Map or DWG No.:	W-131
1. Material to be Purchased		Sheet No.:	
2. Stores Dept. Charge @ 9.0%			
3. Material from Stock		Date Work to be Started:	12/12/17
4. Stores Dept. Charge @ 9.0%		Date Work to be Finished:	11/30/18
5. Labor	8,800.00	Checked By: <i>Marty Stenge</i>	Date 11/21/2017
6. Mileage & Truck Usage	140.00	Checked By: <i>Mark Stenge</i>	Date 11-21-2017
7. Equipment Usage		Approved By: <i>Ruth Leonard</i>	Date 11/28/17
8. Contract Amount (Downey Drilling)	429,291	Director of Engineering	
9.		Approved By:	Date
10.			
SUBTOTAL	\$438,231		
Engineering & Administration @ 12%	52,588	Approved By:	Date
Subtotal	\$490,819		
Less Developer Contribution		City Council	
		Authorized By: <i>William W. Wefer</i>	Date 11/28/2017
TOTAL ESTIMATED COST OF WORK ORDER	\$490,819	Manager	

HASTINGS UTILITIES, HASTINGS, NEBRASKA

Work Order No.: WA-319

B.I. No.: 3.02

B.I. Yr.: 2017 - 2018

LABOR AND EQUIPMENT ESTIMATE

Classification of Labor or Equipment to be Used	No of Hr/Mi/Ft	Cost Per Unit	Subtotal	Total Cost
LABOR: Water Department	200	44.00	8,800.00	\$8,800.00
			0.00	
			0.00	
TOTAL - LABOR				
MILEAGE: Truck #36	200	0.70	140.00	\$140.00
			0.00	
TOTAL - MILEAGE & TRUCKS				
EQUIPMENT:			0.00	\$0.00
			0.00	
			0.00	
			0.00	
			0.00	
TOTAL - EQUIPMENT USAGE				
TOTAL COST ALL LABOR AND EQUIPMENT ESTIMATE				\$8,940.00

MATERIAL ESTIMATE

Quantity		Stock Number	Description	Unit Price	Stock Material	New Material
			TOTAL		\$ -	\$ -

Estimated By: _____

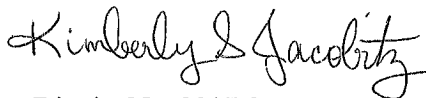
Date: _____



November 27, 2017

TO: Mayor and Council

FROM: Kimberly Jacobitz, City Clerk

A handwritten signature in cursive script, appearing to read 'Kimberly Jacobitz', written over the printed name.

SUBJECT: Objections to Street Improvement District No. 2017-2
Including portions as described including Osborne Drive West and Foundation Place (Cul-de-sac)

On October 23, 2017 the Council passed Ordinance No. 4533 creating Street Improvement District No. 2017-2.

State Law provides that owners of record title representing more than 50% of the front footage of the property abutting or adjoining the alley to be improved within any district can file with the City Clerk written objections within 20 days of the first publication of the Notice of Creation. The first publication of the Notice of Creation of Street Improvement District No 2017-2 was November 3, 2017, therefore the deadline for filing written objections was November 23, 2017.

Please be advised that the City Clerk's Office received no objections to the creation of Street Improvement District 2017-2. This letter has been forwarded to the City Engineer for determination of the validity of Ordinance No. 4533.

cc: Joe Patterson, City Administrator
David Wacker, City Engineer

MEMORANDUM
OFFICE OF THE CITY ENGINEER

TO: Mayor, City Clerk and City Council
DATE: November 27, 2017
SUBJECT: Street Improvement District No. 2017-2 – Osborne Drive West and
Foundation Place (Cul-de-sac)

The attached City Clerk's letter, states that no objections were received from property owners within the said described district in the timeframe specified 20 days after publication of the Notice of Creation.

Therefore, Ordinance No 4533 creating Street Improvement District No 2017-2 is valid.

Sincerely,



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

DLW/dp

cc: Joe Patterson, City Administrator
David Ptak, City Attorney

Department: Development Services
Staff Contact: Donald Threewitt
Planning Commission Meeting Date: 12/11/2017
File No: 2017-1563
Prepared By: Donald Threewitt, Development Services Director

AGENDA ITEM SUMMARY SHEET

Description of Item:

Final plat for Raymaker and Blake's Second Subdivision, a replat of Raymaker and Blake's Subdivision of the City of Hastings, Adams County, Nebraska generally located East of California Street and North of F Street.

Names of People/Business affected by this action:

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

Why Planning Commission 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 recommend approval of Raymaker and Blake's Second Subdivision of the City of Hastings, Adams County, Nebraska.

Deadlines associated with action:

None.

Department head comments:

This is a replat of existing industrial parcels, which are being assembled into a more logical lot configuration.

Current Zoning: I-2 Heavy Industrial.

Proposed Zoning: No Change.

Comp Plan: Urban Residential and Industrial Overlay.

Surrounding land uses are:

North: I-2 Heavy Industrial; with developed industrial uses,

South: I-2 Heavy Industrial and R-3 Multi-family Residential; with multifamily, mobile home, and salvage yard uses,

East: I-2 Heavy Industrial; with undeveloped industrial parcels,

West: I-2 Heavy Industrial; with developed industrial uses.

All requirements set forth in Section 38-203 of Hastings City Code have been fulfilled, and the plat may be approved without condition. At the November 20, 2017 regular meeting of the Planning Commission, Commissioners voted 7-0 in favor of recommending approval for this item.

Recommendation:

Staff supports a motion to recommend approval of the final plat for Raymaker and Blake's Second Subdivision of the City of Hastings, Adams County, Nebraska.

- - INDICATES 1" IRON PIPE FOUND (UNLESS NOTED OTHERWISE)
- - INDICATES 1/2" IRON PIPE WITH PLASTIC CAP PLACED. CAP IS STAMPED "LS 557"

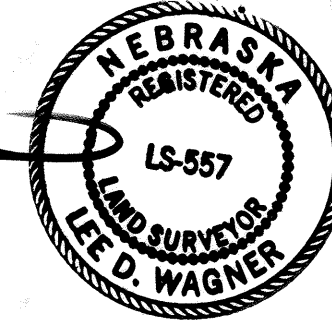
No portion of the property shown on this plat is located within the 100 Year Hazard Zone "A" according to the Flood Hazard Boundary Maps as provided by the U.S. Dept. of Housing and Urban Development, Federal Insurance Administration Community Panel No. 310001-0020-B for the City of Hastings, Adams County, Nebraska, effective date August 17, 1981.

FLOOD PLAIN NOTE

SURVEYOR'S CERTIFICATE

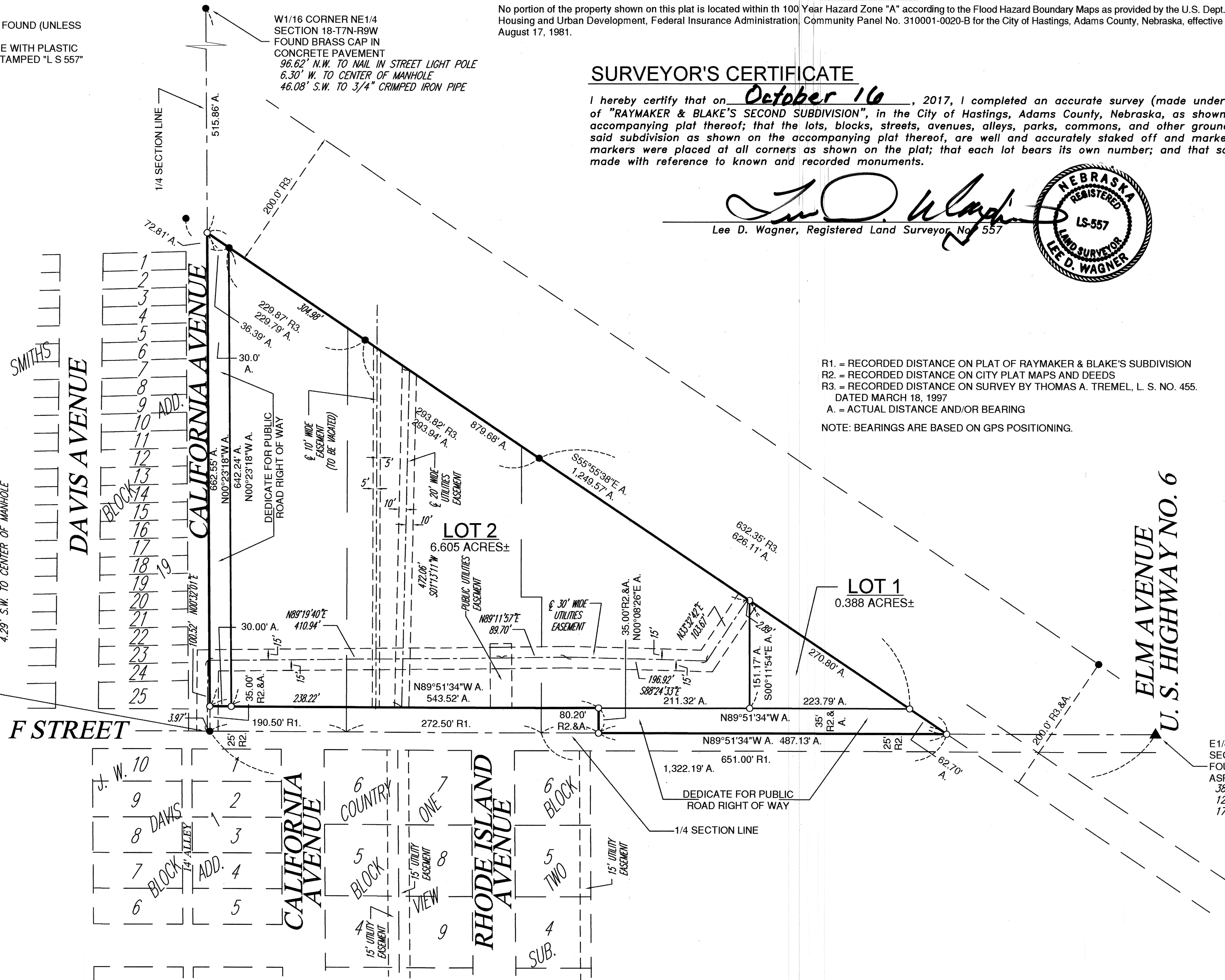
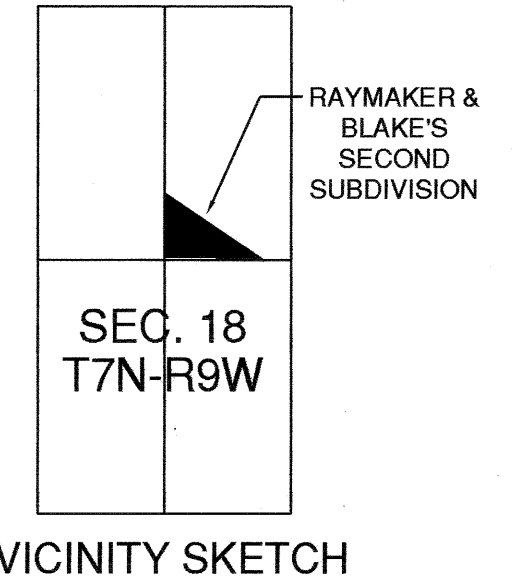
I hereby certify that on October 16, 2017, I completed an accurate survey (made under my supervision) of "RAYMAKER & BLAKE'S SECOND SUBDIVISION", in the City of Hastings, Adams County, Nebraska, as shown on the accompanying plat thereof; that the lots, blocks, streets, avenues, alleys, parks, commons, and other grounds as contained in said subdivision as shown on the accompanying plat thereof, are well and accurately staked off and marked; that iron markers were placed at all corners as shown on the plat; that each lot bears its own number; and that said survey was made with reference to known and recorded monuments.

Lee D. Wagner
Lee D. Wagner, Registered Land Surveyor, No. 557



R1 = RECORDED DISTANCE ON PLAT OF RAYMAKER & BLAKE'S SUBDIVISION
R2 = RECORDED DISTANCE ON CITY PLAT MAPS AND DEEDS
R3 = RECORDED DISTANCE ON SURVEY BY THOMAS A. TREMEL, L. S. NO. 455, DATED MARCH 18, 1997
A = ACTUAL DISTANCE AND/OR BEARING

NOTE: BEARINGS ARE BASED ON GPS POSITIONING.



RAYMAKER & BLAKE'S SECOND SUBDIVISION

IN THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA

BENJAMIN & ASSOCIATES, INC. - ENGINEERS & SURVEYORS - GRAND ISLAND, NEBRASKA

LEGAL DESCRIPTION

A tract of land comprising a part of Lots One (1), Two (2) and Three (3), Raymaker & Blake's Subdivision in the City of Hastings, Adams County, Nebraska, and more particularly described as follows:

First to ascertain the point of beginning, start at the southwest corner of said Lot Three (3), Raymaker & Blake's Subdivision, said point also being the southwest corner of the East Half of the North Half (E1/2 N1/2) of Section Eighteen (18), Township Seven (7) North, Range Nine (9) West of the 6th P.M., in the City of Hastings, Adams County, Nebraska; thence N00°23'18"W, along and upon the west line of said Lot Three (3), Raymaker & Blake's Subdivision, and also being along and upon the west line of the East Half of the North Half (E1/2 N1/2) of said Section Eighteen (18), a distance of Thirty Five (35.00) feet to a point on the north line of F Street, said point being the ACTUAL point of beginning; thence continuing N00°23'18"W, along and upon the previously described course, a distance of Six Hundred Sixty Two and Fifty Five Hundredths (662.55) feet; thence S55°55'38"E, a distance of One Thousand Two Hundred Forty Nine and Fifty Seven Hundredths (1,249.57) feet to a point on the south line of said Lot One (1), Raymaker & Blake's Subdivision, said point also being on the south line of the East Half of the North Half (E1/2 N1/2) of said Section Eighteen (18); thence N89°51'34"W, along and upon the south line of said Lot One (1), Raymaker & Blake's Subdivision and also being along and upon the south line of the East Half of the North Half of said Section (18), a distance of Four Hundred Eighty Seven and Thirteen (487.13) feet; thence N00°08'26"E, a distance of Thirty Five (35.00) feet to a point on the north line of said F Street; thence N89°51'34"W, along and upon the north line of said F Street, which is Thirty Five (35.00) feet north of (measured perpendicular to) the south line of said said Lots One (1), Two (2) and Three (3), Raymaker & Blake's Subdivision, and being Thirty Five (35.00) feet north of (measured perpendicular to) the south line of the East Half of the North Half (E1/2 N1/2) of said Section Eighteen (18), a distance of Five Hundred Forty Three and Fifty Two Hundredths (543.52) feet to the ACTUAL point of beginning and containing 7.813 acres, more or less.

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS, that we, Elton G. Hughes and Thelma J. Hughes, husband and wife, and John Volkmer, a single person being the owners of the land described hereon, have caused same to be subdivided, platted and designated as "RAYMAKER & BLAKE'S SECOND SUBDIVISION", in the City of Hastings, Adams County, Nebraska, as shown on the accompanying plat thereof, and do hereby dedicate the streets as shown thereon, to the public for their use forever, and the easements, if any, for the location construction and maintenance of public service utilities forever, together with the right of ingress and egress thereto, and hereby prohibiting the planting of trees, bushes and shrubs, or placing other obstructions upon, over, along or underneath the surface of such easements, and that the foregoing subdivision as more particularly described in the description hereon as appears on this plat, is made with the free consent and in accordance with the desires of the undersigned owners and proprietors.

IN WITNESS WHEREOF, we have affixed our signatures hereto at Hastings, Nebraska, this 25th day of October, 2017.

Elton G. Hughes
Elton G. Hughes

Thelma J. Hughes
Thelma J. Hughes

IN WITNESS WHEREOF, I have affixed my signature hereto at Hastings, Nebraska, this 25th day of October, 2017.

John Volkmer
John Volkmer

WAIVER

Applicant hereby waives any and all claims for damages occasioned by the establishment of grades or the alteration of surfaces of any portion of the streets and alleys to conform to said grades as established.

Signed this 25th day of October, 2017.

Elton G. Hughes
Elton G. Hughes

Thelma J. Hughes
Thelma J. Hughes

Applicant hereby waives any and all claims for damages occasioned by the establishment of grades or the alteration of surfaces of any portion of the streetss and alleys to conform to said grades as established.

Signed this 25th day of October, 2017.

John Volkmer
John Volkmer

RAYMAKER & BLAKE'S SECOND SUBDIVISION

IN THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA

BENJAMIN & ASSOCIATES, INC. - ENGINEERS & SURVEYORS - GRAND ISLAND, NEBRASKA

ACKNOWLEDGEMENT

State of Nebraska

ss

County of Adams

On the 25th day of October, 2017, before me, Teri J. Schelkopf, a Notary Public within and for said County, personally appeared Elton G. Hughes and Thelma J. Hughes, husband and wife, to me personally known to be the identical persons whose signatures are affixed hereto, and they did acknowledge the execution thereof to be his and her voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Hastings, Nebraska, on the date last above written.

My commission expires May 8, 2019.

Teri J. Schelkopf
Notary Public (SEAL)

State of Nebraska

ss

County of Adams

On the 25th day of October, 2017, before me, Hastings, a Notary Public within and for said County, personally appeared John Volkmer, a single person, to me personally known to be the identical person whose signature is affixed hereto, and he did acknowledge the execution thereof to be his voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Hastings, Nebraska, on the date last above written.

My commission expires May 8, 2019.

Teri J. Schelkopf
Notary Public (SEAL)

CITY ENGINEER APPROVAL

This plat of RAYMAKER & BLAKE'S SECOND SUBDIVISION in the City of Hastings, Adams County, Nebraska, has been reviewed by me and is hereby _____ as proposed.

Signed this _____ day of _____, 2017.

HASTINGS CITY ENGINEER

COUNTY TREASURER'S CERTIFICATE

I hereby certify that the records of my office show no taxes due or delinquent on the property described in the legal description on this plat as of this day of August 30, 2017

Samuel Shant, Deputy
ADAMS COUNTY TREASURER

CITY TREASURER'S CERTIFICATE

I hereby certify that the records of my office show no taxes or special assessments delinquent on the property described in the legal description on this plat of RAYMAKER & BLAKE'S SECOND SUBDIVISION as of this 25 day of October, 2017

Ann Noh
HASTINGS CITY TREASURER

CITY PLANNING COMMISSION RECOMMENDATION

This plat of "RAYMAKER & BLAKE'S SECOND SUBDIVISION", a subdivision located within the corporate limits of the City of Hastings, Adams County, Nebraska, has been presented to and reviewed by the Planning Commission of the City of Hastings, Nebraska, and is hereby transmitted to the governing body of the City of Hastings, Nebraska with the recommendation that said plat be _____.

Signed this _____ day of _____, 2017.

CHAIRMAN OF PLANNING COMMISSION

PLANNING DIRECTOR

MAYOR AND CITY COUNCIL ACTION

This plat of "RAYMAKER & BLAKE'S SECOND SUBDIVISION", a subdivision located in the Corporate Limits of the City of Hastings, Nebraska, is hereby _____ by motion duly passed on this _____ day of _____, 2017.

MAYOR

CITY CLERK

(SEAL)

REGISTRAR OF DEEDS CERTIFICATE

State of Nebraska
County of Adams ss

This is to certify that this instrument was filed for record in the Registrar of Deeds Office on the _____ day of _____, 2017, at _____ o'clock _____ and is duly recorded.

INSTRUMENT NO. _____

ADAMS COUNTY REGISTRAR OF DEEDS

(SEAL)

RAYMAKER & BLAKE'S SECOND SUBDIVISION
IN THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA

BENJAMIN & ASSOCIATES, INC. - ENGINEERS & SURVEYORS - GRAND ISLAND, NEBRASKA

Department: City Administrator
Staff Contact:
Council Meeting Date: 12/11/2017

AGENDA ITEM SUMMARY SHEET

Description of Item:

The City of Hastings has been awarded a CDBG grant to undertake downtown revitalization activities per the City's grant application submitted in September of 2017 to the Department of Economic Development. The City first step in receiving the CDBG funds awarded is to execute the contract (CDBG project #17-DTR-105) with the Department of Economic Development.

Names of People/Business affected by this action:

City of Hastings, CRA, Department of Economic Development

Why Council action is required:

The City of Hastings is the CDBG grant recipient. The mayor is required to sign/execute the contract.

Type of action requested:

Motion

Suggested motion:

Approval of contract between the City of Hastings and the State of Nebraska Department of Economic Development for Community Development Block Grant No. 17-DTR-105.

Deadlines associated with action:

Yes.

Department head comments:

City Administrator comments:

Recommend Approval

**STATE OF NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT
CONTRACT NO. 17-DTR-105
[CFDA #14.228]**

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

RECITALS:

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

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

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

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

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

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

AGREEMENT:

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

PART I: TERMS AND CONDITIONS.

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

The total amount of CDBG funds to be paid by the Department to the Grantee for allowable expenses incurred will not exceed **Three Hundred Fifty Thousand Dollars (\$350,000)**.

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

The CDBG funds granted to the Grantee must be used to fund the Project as detailed in the Application. The Project generally involves downtown revitalization activities through a façade improvement program for Hastings, Nebraska.

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

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

§1.02 Time of Performance.

The time of performance for this contract is 24 months from November 8, 2017; therefore, the termination date of this contract will be November 8, 2019. All of the required activities and services, except for submission of final reports, administration, and audit, must be completed by or before this date.

The provisions of this contract that survive the termination date are specified in Part IV.

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

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

§1.04 Incorporation of RECITALS.

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

PART II: SPECIAL CONDITIONS FOR RELEASE OF FUNDS.

Funding of the amount stipulated in §1.01 will not be released until the following special conditions for release of funds are met. These special conditions must be satisfactorily completed no later than **February 8, 2018**. The Department reserves the right to cancel the contract if these special conditions are not met by this date.

§2.01 Grantee Information Sheet.

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

§2.02 Environmental Review.

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

§2.03 Authorization to Request Funds Form.

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

§2.04 Procurement Standards.

The Grantee must submit documentation to the Department evidencing adoption of appropriate procurement standards in compliance with provisions of federal law including, but not limited to, 24 C.F.R. Part 85, 24 C.F.R. §570.489, and 2 C.F.R. §§200.318 through 200.326 (with emphasis on the provisions in 2 C.F.R. §200.322 regarding procurement of recovered materials).

Such procurement standards must include written standards of conduct covering conflicts of interest and governing the actions of the Grantee's employees engaged in the selection, award, and administration of contracts.

§2.05 Financial Management.

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

§2.06 Excessive Force Certification.

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

§2.07 Fair Housing.

The Grantee must submit documentation identifying its fair housing representative, and it must include the representative's name and contact information. The Grantee must submit a description of the actions it will take during the course of the Project to fulfill any requirements to affirmatively further fair housing and must also submit documentation demonstrating the actions that were actually taken, including the details of such actions (e.g. when the actions occurred, who participated, who benefitted, etc.).

The requirement to submit documentation demonstrating the actions that were actually taken need not be submitted within the time frame for completion of the special conditions, but such documentation must be submitted prior to closeout of the grant. The Administration Manual contains additional detail about affirmatively furthering fair housing.

§2.08 Implementation Schedule.

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

§2.09 CDBG Certified Administrator Required.

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

§2.10 Limited English Proficiency.

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

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

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

§2.11 Other Special Conditions.

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

PART III: SOURCES AND USES OF FUNDS.

§3.01 Sources and Uses of Funds.

SOURCES→	CDBG	OTHER	TOTAL
USES (Activities)↓			
0590 Commercial Rehabilitation	\$315,000	\$111,000	\$426,000
0181 General Administration	\$35,000	\$0	\$35,000
TOTAL	\$350,000	\$111,000	\$461,000

The Sources and Uses of Funds table above reflects:

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

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

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

PART IV: OTHER CONTRACTUAL CONDITIONS.

§4.01 Program Income.

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

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

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

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

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

§4.02 Matching Requirements.

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

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

§4.03 Legal Authority and Acceptance of Environmental Review Responsibility.

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

- (a) Consents to assume the status of responsible federal official and the responsibilities for environmental review and decision making under the National Environmental Policy Act of 1969 (NEPA) and other provisions of federal law as specified in 24 C.F.R. Part 58 which further the purposes of NEPA; and
- (b) Is authorized and consents, on behalf of the Grantee, to accept the jurisdiction of the federal courts for the purpose of enforcement of their responsibilities as such responsible federal official.

§4.04 Designation of Officials to Execute Contract; Amendments.

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

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

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

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

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

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

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

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

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

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

§4.07 Record Keeping.

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

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

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

§4.08 Reports.

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

§4.09 Conflict of Interest.

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

§4.10 Applicability to Subrecipients and Contractors.

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

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

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

§4.11 Funding Source Recognition.

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

§4.12 Intellectual Property.

If the Project results in any copyrightable material or inventions, the Department and/or the State of Nebraska reserves the right to a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and/or authorize others to use the work or materials for governmental purposes.

§4.13 Religious Activities.

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

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

The Grantee agrees to comply with the provisions of 2 C.F.R. §§200.311 through 200.316 regarding the title, use, and disposition of property, supplies, and equipment. In accordance with 2 C.F.R. §200.310, the Grantee agrees to, at a minimum, provide insurance coverage that is equivalent to the insurance it provides for its other property for the real property and equipment acquired or improved with CDBG funds.

§4.15 Anti-Lobbying.

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

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

§4.16 Waivers and Assignment of Interest.

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

§4.17 Non-Waiver of Rights; Severability.

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

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

§4.18 Early Termination; Termination by Mutual Agreement.

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

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

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

§4.19 Termination for Cause.

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

- (a) Suspension. After notice to the Grantee, the Department may suspend the contract and withhold any further payment or prohibit the Grantee from incurring additional obligations of grant funds pending corrective action by the Grantee or a decision to terminate.
- (b) Termination. The Department may terminate the contract, in whole or in part, at any time whenever it is determined that the Grantee has failed to comply with the terms and conditions of the contract. The Department will promptly notify the Grantee in writing of the determination to and the reasons for termination, along with the effective date. Payments made to the Grantee or recoveries by the Department under contracts terminated for cause will be in accordance with the legal rights and liabilities of the parties. Payments and recoveries may include, but are not limited to, payments allowed for costs determined to be in compliance with the terms of this contract up to the date of termination. The Grantee must return all unencumbered funds, and any costs previously paid by the Department that are subsequently determined to be unallowable through audit and closeout procedures may be recovered from present grant funds or deducted from future grants.

§4.20 Termination Due to Loss of Funds.

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

§4.21 Entire Agreement; Binding Effect; Counterparts.

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

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

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

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

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

§4.23 Governing Law.

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

§4.24 Verification of Work Eligibility Status for New Employees.

The Grantee is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

In this context, "new employees" means employees hired on or after the effective date of this contract. A "federal immigration verification system" means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (8 U.S.C. 1324a), known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

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

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

§4.25 Verification of Lawful Presence for Public Benefits Eligibility.

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

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

The Grantee must:

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

§4.26 Notice.

Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed by U.S. Mail, postage prepaid and return receipt requested, to the parties at their respective addresses set forth in the Application, in this contract, or at such other addresses as may be specified in writing by either of the parties.

All notices, requests, or communications shall be deemed effective upon personal delivery or four (4) calendar days following deposit in the mail.

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

By executing this contract, the Grantee certifies, represents, and warrants that the Grantee and all subrecipients or contractors to be used by the Grantee in performing this contract are not debarred, suspended, proposed for debarment, placed in ineligibility status, or voluntarily excluded from covered transactions by HUD or any other federal agency under the provisions of Executive Order 12549 “Debarment and Suspension” and any applicable government debarment and suspension regulations.

The Grantee agrees to immediately notify the Department if it or any of its subrecipients or contractors become sanctioned or debarred. The Grantee acknowledges that suspension or debarment and/or use by the Grantee of suspended or debarred subrecipients or contractors is cause for termination of this contract.

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

§4.28 Mandatory Disclosures.

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

§4.29 Force Majeure.

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

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

§4.30 Drug Free Workplace.

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

§4.31 Survival.

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

PART V: COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS.

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

- Housing and Community Development Act of 1974, as amended ("HCDA").
- 24 C.F.R. Part 570.
- National Environmental Policy Act of 1969 and regulations at 24 C.F.R. Part 58.
- Clean Air Act and Federal Water Pollution Control Act, as amended.
- Federal Restrictions on the use of the power of eminent domain.
- The Davis-Bacon Act (and related requirements).
- Contract Work Hours and Safety Standards Act (and related requirements).
- Copeland "Anti-Kickback" Act (and related requirements).
- Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act, and regulations at 24 C.F.R. Part 35.
- Section 3 of the Housing and Urban Development Act of 1968; and 24 C.F.R. Part 135.
- The Architectural Barriers Act of 1968 and the Americans with Disabilities Act.
- The requirement in the HCDA to affirmatively further fair housing.
- 2 C.F.R. Part 200, The Federal Funding Accountability and Transparency Act, and related federal requirements.
- Byrd Anti-Lobbying Amendment (and related acts and requirements).

- The Equal Employment Opportunity Act; The Vietnam Era Veterans' Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002); The Immigration Reform and Control Act of 1986; and The Americans with Disabilities Act of 1990; the Nebraska Fair Employment Practices Act; and related acts and requirements.
- Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968 (The Fair Housing Act); the Age Discrimination Act of 1975; Section 504 of the Rehabilitation Act of 1973; The Housing for Older Persons Act of 1995; and related acts and requirements.
- Nebraska Uniform Energy Efficiency Standards, §§81-1608 to 81-1626.

ACCEPTANCE PROVISIONS.

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

NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT By: _____ (Director or Designee) _____ (Typed or Printed Name/Title) _____ (Date)	GRANTEE → Hastings, Nebraska By: _____ (Authorized Official) _____ (Typed or Printed Name/Title) _____ (Date)
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United States Citizenship Attestation Form

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

☐ I am a citizen of the United States.

— OR —

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

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

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

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

Department: Engineering
Staff Contact: David Wacker
Council Meeting Date: 12/11/2017

AGENDA ITEM SUMMARY SHEET

Description of Item:

Award of contract for Professional Engineering Design Services for AIP-Project No. 3-31-0040-015 - Replace Existing Hangar Door - Hastings Airport.

Names of People/Business affected by this action:

City of Hastings
Airport Tenants
FAA
NDA

Why Council action is required:

Award of contract for professional engineering services - Federal Grant Recipient

Type of action requested:

Motion

Suggested motion:

Award contract to Kirkham Michael and Associates for engineering design services for AIP-Project No. 3-31-0040-015 in the amount of \$45,190.95 and authorize the Mayor and the City Clerk to execute said contract documents.

Deadlines associated with action:

NDA - Nebraska Department of Aeronautics and FAA Federal Aviation Administration has requested timely execution for programming and construction in Spring of 2018.

Department head comments:

This agreement will provide for engineering services to provide for the replacement of the existing Easterly 70' door on Building #11 at the Hastings Municipal Airport. This project will design the necessary frame work extension and a door of current features to upgrade the 70' wide x 100' building currently housing Midwest Air and the City of Hastings Airport snow removal equipment. The project currently is programmed in the Airport Improvement plan and has been approved for Federal funding for 2018. The total project cost is estimated at \$212,500.00. The City's cost of the project total is 10% with 90% Federal funding. Local funds will come from the Airport budget as approved.

Federal funds will be dispersed from our entitlement funding, which currently has a balance of approximately \$305,000.00.

Agreement is in standard form as required by FAA.

Recommend Approval

City Administrator comments:

Recommend Approval

**Airport Improvement Program (AIP) Project No. 3-31-0040-015
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, 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. **Replace existing hangar door for building #11 with a new bi-fold door. Door width is approximately 70 foot.**
2. **Remove and replace approach to hangar approximately 10' x 70'**
3. **Misc. electrical for new door**

Rob Garber, P.E., will represent the Consultant as Project Engineer and Eric W. 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 Aviation (NDOT) and the Federal Aviation Administration (FAA) to provide information on developments and decisions that are made concerning the project. Assist with preliminary project formulation and refinement of project scope. Prepare scope of services, including a detailed breakdown of tasks and costs.

- b. Conduct a project kickoff meeting via teleconference with the Sponsor, NDOT and 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 a memo of the structural condition of the hangar for the door replacement. This will be in conjunction with Performance Engineering and include site visit. The memo will include summary of the evaluation and photos.
- d. 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
 - 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
- e. Present the preliminary results and recommendations at a meeting at the Sponsors locations and via teleconference with the FAA and NDOT. Incorporate applicable comments into the final plans, specifications.
- f. Provide coordination with State Fire Marshalls office.
- g. Provide topographic surveying for completing 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.
- h. Prepare and submit a Construction Safety and Phasing Plan (CSPP) in accordance with current Advisory Circular (AC) 150/5370-2.
- i. 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, City staff and FAA/NDOT if able to attend, to verify all improvements are completed and shown on the plans.
- j. 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
- k. Perform Quality Control review of the above documents by a senior airport engineer, prior to submittal to Sponsor, NDOT and FAA.
- l. 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 75 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.
- m. Prepare and submit electronically FAA Form 7460-1 for the airspace analysis for, haul routes, 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 plan holders list.
- c. Answer questions raised during the bidding process.
- d. Issue addenda as required.
- e. Attend the bid opening at the Sponsor's 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 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.

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

SECTION 5: CONSTRUCTION PHASE (INCLUDES OBSERVATION)

Based on estimated 30 Working Days (Estimated Construction Contract Time)

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 2 site visits: 1 visit prior to the start of installation, and 1 visit during installation.

- d. Review shop drawings and all materials data submitted by construction contractors for general compliance with design concepts and Buy American provisions. Kirkham Michaels 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 NDA, 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 part-time on-site Construction Observation in accordance with AIP Sponsor Guide No. 1030 *Construction Observation*, except that a Construction Observation Program will not be prepared. And Guide No. 1070 *Inspections: Development Projects* Day to day observations will be accomplished with City Engineering staff.
- 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. *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

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
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 not** be completed.

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. Structural engineering by Performance Engineering 4940 N 118th St Ste 200, Omaha, NE 68164. This will include design, bidding and construction services.
- b. Electrical engineering by Morrissey Engineering of 4940 N 118th St, Omaha, NE 68164. This will include design, bidding and construction services.
- c. Soil investigations with recommendations will be provided by Thiele Geo-Tech 13478 Chandler Rd Omaha, NE 68138
- d. 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. "THIS 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 \$ 1,279.16 and sub-contract costs. The schedule of charges and reimbursable expenses is Exhibit A 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 \$ 20,721.71 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 \$ 339.98 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 4 will not be greater than the "Not-to-Exceed" (NTE) amount of \$ 3,799.69 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. 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 \$1,273.87 and subcontract 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 5 will not be greater than the "Not-to-Exceed" (NTE) amount of \$ 14,922.76 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. Payment for the items included in Section 5A, Close out Phase, shall be the lump sum of \$ 5,746.79 shown on Exhibit D, 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.

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 October 26th, 2017 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", AND "OFFEROR" 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 **(Name of Sponsor)**, 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 may be 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 carry out 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.

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 contractor/consultant has full responsibility to monitor compliance to the referenced statute or regulation. The contractor/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.

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.

PROVISIONS 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 Hangar Door replacement

Hastings Municipal Airport AIP #3-31-0040-015

Item No. 1 - Direct Salary Costs

Title	Hours	Direct Salary Rate/Hour	Costs
Principal		\$84.14	\$ -
Sr. Project Engineer	2	\$84.14	\$ 168.28
Project Manager	8	\$52.41	\$ 419.28
Project Engineer	35	\$41.59	\$ 1,455.65
CADD Tech.	30	\$30.00	\$ 900.00
Survey Manager		\$59.38	\$ -
Party Chief		\$29.50	\$ -
Survey Assistant	8	\$25.79	\$ 206.32
Eng tech	8	\$30.00	\$ 240.00
Clerical	20	\$18.75	\$ 375.00
	111		Total Direct Salary \$ 3,764.53

Item No. 2 - Labor and General & Administrative Overhead

Percentage of Direct Salary Costs	180.82%	\$ 6,807.02
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Item No 3-subtotal of items 1 & 2 **\$ 10,571.55**

Item No. 4 Fixed Fee: 12.1% of Item 3 **\$ 1,279.16**

Item No. 5 - Direct Non-Salary Expenses

Travel	300	\$0.57	\$ 171.00
Meals		\$10.00	\$ -
Hotel		\$100.00	\$ -
			\$ -
		Total Non-Salary Expenses	\$ 171.00

Item No. 6 - Subconsultants

<u>Electrical</u>	\$ 1,700.00
Structual	\$ 4,800.00
Geo tech	\$ 2,200.00
Total Subs	\$ 8,700.00

Item No. 7 - Total Not-To-Exceed 3, 4, 5 & 6 **\$ 20,721.71**

Kirkham Michael

Exhibit B

Bid Phase

Hastings Hangar Door replacement

Hastings Municipal Airport AIP #3-31-0040-015

Item No. 1 - Direct Salary Costs

Title	Hours	Direct Salary Rate/Hour	Costs
Principal		\$84.14	\$ -
Sr. Project Engineer		\$84.14	\$ -
Project Manager	4	\$52.41	\$ 209.64
Project Engineer	10	\$41.59	\$ 415.90
CADD Tech.		\$30.00	\$ -
Survey Manager		\$59.38	\$ -
Party Chief		\$29.50	\$ -
Survey Assistant		\$25.79	\$ -
Eng tech		\$30.00	\$ -
Clerical	20	\$18.75	\$ 375.00
	34		
Total Direct Salary			\$ 1,000.54

Item No. 2 - Labor and General & Administrative Overhead

Percentage of Direct Salary Costs	180.82%	\$ 1,809.18
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Item No 3-subtotal of items 1 & 2 \$ 2,809.72

Item No. 4 Fixed Fee: 12.1% of Item 3 \$ 339.98

Item No. 5 - Direct Non-Salary Expenses

Travel	\$0.57	\$ -
Meals	\$10.00	\$ -
Hotel	\$100.00	\$ -
		\$ -
Total Non-Salary Expenses		\$ -

Item No. 6 - Subconsultants

<u>Electrical</u>	\$ 200.00
Structual	\$ 450.00
<u>Geo tech</u>	
Total Subs	\$ 650.00

Item No. 7 - Total Not-To-Exceed 3, 4, 5 & 6 \$ 3,799.69

Kirkham Michael

Exhibit C

Construction Phase

Hastings Hangar Door replacement

Hastings Municipal Airport AIP #3-31-0040-015

Item No. 1 - Direct Salary Costs

Title	Hours	Direct Salary Rate/Hour	Costs
Principal		\$84.14	\$ -
Sr. Project Engineer	2	\$84.14	\$ 168.28
Project Manager	10	\$52.41	\$ 524.10
Project Engineer	40	\$41.59	\$ 1,663.60
CADD Tech.		\$30.00	\$ -
Survey Manager		\$59.38	\$ -
Party Chief	4	\$29.50	\$ 118.00
Survey Assistant		\$25.79	\$ -
Eng tech	30	\$30.00	\$ 900.00
Clerical	20	\$18.75	\$ 375.00
	106		
Total Direct Salary			\$ 3,748.98

Item No. 2 - Labor and General & Administrative Overhead

Percentage of Direct Salary Costs	180.82%	\$ 6,778.91
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Item No 3-subtotal of items 1 & 2 \$ 10,527.89

Item No. 4 Fixed Fee: 12.1% of Item 3 \$ 1,273.87

Item No. 5 - Direct Non-Salary Expenses

Travel	300	\$0.57	\$ 171.00
Meals		\$10.00	\$ -
Hotel		\$100.00	\$ -
			\$ -
Total Non-Salary Expenses			\$ 171.00

Item No. 6 - Subconsultants

<u>Electrical</u>		\$ 300.00
Structual		\$ 2,650.00
<u>Geo tech</u>		
Total Subs		\$ 2,950.00

Item No. 7 - Total Not-To-Exceed 3, 4, 5 & 6 \$ 14,922.76

Kirkham Michael

Exhibit D

Close Out

Hastings Hangar Door replacement

Hastings Municipal Airport AIP #3-31-0040-015

Item No. 1 - Direct Salary Costs

Title	Hours	Direct Salary Rate/Hour	Costs
Principal		\$84.14	\$ -
Sr. Project Engineer		\$84.14	\$ -
Project Manager	4	\$52.41	\$ 209.64
Project Engineer	10	\$41.59	\$ 415.90
CADD Tech.	20	\$30.00	\$ 600.00
Survey Manager		\$59.38	\$ -
Party Chief		\$29.50	\$ -
Survey Assistant		\$25.79	\$ -
Eng tech	20	\$30.00	\$ 600.00
Clerical		\$18.75	\$ -
	54		
Total Direct Salary			\$ 1,825.54

Item No. 2 - Labor and General & Administrative Overhead

Percentage of Direct Salary Costs	180.82%	\$ 3,300.94
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Item No 3-subtotal of items 1 & 2 \$ 5,126.48

Item No. 4 Fixed Fee: 12.1% of Item 3 \$ 620.30

Item No. 5 - Direct Non-Salary Expenses

Travel	\$0.57	\$ -
Meals	\$10.00	\$ -
Hotel	\$100.00	\$ -
		\$ -
Total Non-Salary Expenses		\$ -

Item No. 6 - Subconsultants

Electrical

Structual

Geo tech

Total Subs \$ -

Item No. 7 - Total Not-To-Exceed 3, 4, 5 & 6 \$ 5,746.79

KIRKHAM, MICHAEL & ASSOCIATES

Overhead Expenses
Fiscal Year Ending November 30, 2016

After Elimination of Unallowable Expenses per
Federal Procurement Regulations

Direct Salary Burden

	<u>Percent of Direct Labor</u>
Group Insurance	18.79%
Employee Benefits, Workers' Comp.	3.58%
Payroll Taxes	12.74%
Vacation, Sick Leave and Holiday	13.10%
Retirement Plan	11.57%
	<u>59.78%</u>

General and Administrative Overhead

Indirect Salaries	69.36%
Field Supplies	1.38%
Auto Expense	2.75%
Depreciation	3.25%
Dues, Fees and Subscriptions	3.26%
Insurance - General	5.92%
Legal and Audit	2.19%
Machine Rental & Service	8.83%
Office Supplies	2.19%
Postage	0.30%
Rent - Office	10.20%
Taxes	2.46%
Telephone	4.76%
Travel	3.07%
Utilities & Maintenance	1.12%
	<u>121.04%</u>
Total G & A, and Burden	<u>180.82%</u>

Overhead rates have been calculated using figures from
the Lengemann & Associates annual review, dated February 15, 2017 for
the period ending November 30, 2016.

Kirkham Michael & Associates, Inc.
Statement of Direct Labor, Fringe Benefits and General Overhead
For the Year Ended November 30, 2016

Description	General Ledger Balance	Portion Unallowable	FAR Ref.	Total Proposed
Direct Labor	<u>\$ 3,246,586.43</u>	<u>\$ -</u>		<u>\$ 3,246,586.43</u>
Fringe Benefits				
Vacation/Sick/Holiday	\$ 425,226.04	\$ -		\$ 425,226.04
Payroll Taxes	414,993.64	1,269.24	(n)	413,724.40
Group Insurance	630,253.52	-		630,253.52
Pension	440,378.12	(18,626.08)	(a)	459,004.20
Employee Welfare	41,146.03	28,493.94	(b)	12,652.09
Total Fringe Benefits	<u>\$ 1,951,997.35</u>	<u>\$ 11,137.10</u>		<u>\$ 1,940,860.25</u>
General Overhead				
Indirect Labor	\$ 2,356,843.43	\$ 104,949.52	(c)	\$ 2,251,893.91
Rent-Office	331,258.13	-		331,258.13
Utilities and Maintenance	36,348.46	-		36,348.46
Printing and Print Supplies	(4,958.18)	-		(4,958.18)
Supplies	71,008.46	-		71,008.46
Field Supplies and Equipment	44,772.25	-		44,772.25
Vehicle Expense	90,077.74	390.96	(d)	89,686.78
Postage and Shipping	9,698.84	-		9,698.84
Equipment Rent/Maintenance	291,487.72	-		291,487.72
Interest	68,377.41	68,377.41	(e)	-
Telephone	154,653.87	-		154,653.87
Business Insurance	192,205.99	-		192,205.99
Legal and Accounting Fees	47,015.85	(24,179.26)	(f)	71,195.11
Travel	133,862.77	34,520.79	(g) (b)	99,341.98
Dues, Fees and Subscriptions	112,352.40	6,642.24	(h)	105,710.16
Depreciation and Amortization	105,486.40	-		105,486.40
State Income and Personal Property Tax	79,858.99	-		79,858.99
Contributions	6,375.27	6,375.27	(i)	-
Key Person Life	17,296.00	17,296.00	(j)	-
Promotion	62,664.99	62,664.99	(k)	-
Federal Income Taxes	302,169.00	302,169.00	(l)	-
Deferred Taxes	93,046.00	93,046.00	(m)	-
Total General Overhead	<u>\$ 4,601,901.79</u>	<u>\$ 672,252.92</u>		<u>\$ 3,929,648.87</u>
Total Indirect Costs	<u>\$ 6,553,899.14</u>	<u>\$ 683,390.02</u>		<u>\$ 5,870,509.12</u>
Percentage of Direct Labor				180.82%

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. Deducted from overhead in 2014. Deducted from G/L in 2016.
- (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) 31.205-4 - Federal income taxes are not allowed.
- (n) 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 Aeronautics and the Federal Aviation Administration.

CONSULTING FIRM

Kirkham, Michael & Associates, Inc.
12700 West Dodge Road, Omaha, Nebraska 68154-8030

ATTEST

Title

AIRPORT SPONSOR
City of Hastings, NE
220 N. Hastings Avenue
Hastings, NE 68901-5144

ATTEST

Title

Department: Engineering
Staff Contact: David Wacker
Council Meeting Date: 12/11/2017

AGENDA ITEM SUMMARY SHEET

Description of Item:

Award of contract for Project 2017-MHVAC- HVAC Renovation for Hastings Museum

Names of People/Business affected by this action:

Hastings Museum - City of Hastings
Patrons

Why Council action is required:

Contract in excess of \$30,000.00

Type of action requested:

Motion

Suggested motion:

Mayor and the City Council award the contract for Project 2017-MHVAC - Hastings Museum HVAC Renovation to:

Rutt's Heating and Air Conditioning, Inc
1001 West 1st Street
Hastings, NE 68901

in the amount of \$129,450.00

Deadlines associated with action:

ASAP

To have construction during the early winter months

Department head comments:

This action is replacing some aging HVAC equipment at the Hastings Museum. Olsson and Associates were employed to prepare plans and specifications for the scope of work and same has been reviewed by the Hastings Museum Foundation. Advertisement was conducted in conformance with law and a pre-bid meeting was conducted on Thursday, November 16, 2017. Bids were formally opened Monday, December 4, 2017 at 3:00 p.m.

Attached is the tabulation of bids.

Recommendation for the award of this project to go to Rutt's Heating and Air Conditioning, Inc.

Recommend Approval

City Administrator comments:

The bids received are significantly lower than the Engineer's estimate.

Recommend Approval

BID TABULATION

Project: 2017 - MHVAC
Hastings Museum HVAC Renovation

December 04,2017 3:00 p.m.

Contractor	Bond	Base Bid Amount
Engineer's Estimate		\$261,000.00
K-T Heating and Air Conditioning, Inc. 234 East J Street Hastings, NE 68901	X	\$135,200.00
McCormick's Heating and Air Conditioning, 302 N Grant Avenue York, NE 68467	X	\$134,800.00
Rutts Heating and Air Conditioning, Inc 1001 West 1st Street Hastings, NE 68901	X	\$129,450.00

Department: City Attorney
Staff Contact: Dave Ptak
Council Meeting Date: 12/11/2017

AGENDA ITEM SUMMARY SHEET

Description of Item:

Approval of Ordinance No. 4539 amending Section 3-503 of the City Code to update the City's Nepotism Policy

Names of People/Business affected by this action:

City employees and possible new hires

Why Council action is required:

Ordinance are required by statute to be passed by the Mayor and City Council on three readings

Type of action requested:

Ordinance

Suggested motion:

Motion to approve Ordinance No. 4539 on First Reading, and if successful move to suspend the rules and pass on second and third reading

Deadlines associated with action:

None known

Department head comments:

Currently the City's Nepotism Policy is one sentence that would prohibit related persons from working in the same department even if there was no direct reporting relationship between the related parties. This ordinance updates the policy to match what has been the current practice regarding the employment of related individuals.

City Administrator comments:

This change would put in place the practice we have observed for over twenty years.

This is more or less a housekeeping item.

Recommend Approval

ORDINANCE NO. 4539

AN ORDINANCE OF THE CITY OF HASTINGS, NEBRASKA TO AMEND SECTION 3-503 OF THE OFFICIAL CITY CODE TO UPDATE THE CITY'S NEPOTISM POLICY REGARDING EMPLOYMENT WITH THE CITY; TO PROVIDE THAT ANY ORDINANCE OR PROVISION THAT IS INCONSISTENT HEREWITH BE REPEALED; TO PROVIDE AN EFFECTIVE DATE FOR THIS ORDINANCE; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

Section 1. That Section 3-503 of the Official City Code of the City of Hastings, Nebraska, be and the same be hereby amended to read as follows:

3-503. Nepotism.

A. The purpose of this section is to define the City of Hastings' policy regarding the employment of close relatives working for the City in the same or different departments or divisions.

B. For purposes of this section, "qualified relative" is defined as a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, corresponding in-law, "step" relation, or any member of the employee's household.

C. The City of Hastings shall permit the employment of qualified relatives of employees or a member of the employee's immediate family as long as such employment does not create actual conflicts of interest. The City will use sound judgment in the placement of qualified relatives in accordance with the following guidelines:

1. A qualified relative shall be permitted to work in the same department or division, provided no direct reporting or supervisor-to-subordinate relationship exists. Further, no qualified relative is permitted to work within "the chain of command" when the qualified relative's work responsibilities, salary, hours, career progress, benefits, or other terms and conditions of employment could be influenced by his/her direct supervisor.
2. Supervisors may have no direct influence over the wages, hours, benefits, career progress and other terms and conditions of employment of the their qualified relative.
3. Employees who marry while employed at the City, or become part of the same household are treated in accordance with this section.

D. Any exceptions or conflicts to this policy must be approved or resolved by the City Administrator.

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

Section 3. This Ordinance shall take effect and be in full force from and after its passage, approval and publication in pamphlet form, said effective date being the ____ day of _____, 2017, and this Ordinance shall be included in the Hastings City Code Book.

PASSED AND APPROVED by the Mayor and City Council of the City of Hastings, Nebraska, this ____ day of _____, 2017.

ATTEST:

Mayor

City Clerk

(S E A L)

APPROVED TO FORM:

City Attorney

Department: Engineering
Staff Contact: David Wacker
Council Meeting Date: 12/11/2017

AGENDA ITEM SUMMARY SHEET

Description of Item:

Creation of Street Improvement District 2017-4 33rd Street-Wendell Drive West 1142 Feet;
Shadow Ridge Court (Cul-de-sac)

Names of People/Business affected by this action:

WestBrook LLC - Alan Anderson
City of Hastings - Street and Utilities Departments
Adjacent Property Owners

Why Council action is required:

Creation of Street Improvement District requires Ordinance by State Statutes; Bond Transcript Requirement

Type of action requested:

Ordinance

Suggested motion:

Ordinance No 4540

Deadlines associated with action:

Creation for Spring Construction

Department head comments:

Alan Anderson has requested the creation of the Street Improvement District and requests the use of the recently adopted infrastructure development policy that requires a 25% upfront payment in lieu of 50% upfront payment in previous policy.

District will follow the 20 day right-of-remonstrance period after notification of property owners as required by law. Greater than 50% objection received from the property owners will invalidate the district.

The sufficiency of any objections received will be determined at a later date.

Subsequently, City Council will approve plans specifications, and estimate of cost for advertisement for bids.

Recommend Approval

City Administrator comments:

Staff met with Mayor Stutte and Alan Anderson last week to discuss the street and other development issues.

Recommend Approval

ORDINANCE NO. 4540

AN ORDINANCE OF THE CITY OF HASTINGS, NEBRASKA, CREATING A STREET IMPROVEMENT DISTRICT WITHIN THE CITY OF HASTINGS TO BE KNOWN AS STREET IMPROVEMENT DISTRICT NO. 2017-4; DEFINING THE BOUNDARIES OF SAID DISTRICT AND PROPERTY CONTAINED THEREIN; AND, PROVIDING FOR THE CONSTRUCTION OF IMPROVEMENTS THEREIN.

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

Section 1. The Mayor and City Council of the City of Hastings, Adams County, Nebraska, hereby find and determine that it is in the best interests of the City that 33rd Street from the West R.O.W. line of Wendell Drive West, a distance of 1,142 feet more or less to the West line of Shadow Ridge 7th Addition as Platted, including Shadow Ridge Court Cul-de-sac and intersection of 33rd Street and Shadow Ridge Court and intersection of 33rd Street and Lakeview Terrace, be improved as hereinafter described, and that it is in the best interests of the City of Hastings to create a street improvement district for the construction of the said improvements.

Section 2. There is hereby created within the City of Hastings, Nebraska, a street improvement district to be known and designated as Street Improvement District No. 2017-4, the outer boundaries of which shall contain the following property:

A Tract of Land Located in the Northwest $\frac{1}{4}$ of Section 36. Township 8 North, Range 10 West of the Sixth P.M. In the City of Hastings, Adams County, Nebraska, being more particularly described as follows:

Beginning at the Southwest Corner of Shadow Ridge 7th Addition to the City of Hastings, Adams County, Nebraska, Thence N 00°18'19"W on the West Line of Said Shadow Ridge 7th Addition a distance of 761.23 Feet to the Northerly Line of Said Shadow Ridge 7th Addition, Thence along Said Northerly Line S 64°00'00"E A Distance of 159.27 Feet, Thence N 69°24'57"E A Distance of 81.98 Feet to the Easterly Line of Said Shadow Ridge 7th Addition, Thence S 45°13'04"E on Said Easterly Line A Distance of 478.19 Feet, Thence N 89°41'41"E Parallel to the South Line of Said Northwest $\frac{1}{4}$ A Distance of 585.28 Feet to the West Right of Way of Platted Wendell Drive, Thence S 00°08'52"W On said West Right Of Way A Distance of 380.43 Feet to the South Line of Said Northwest $\frac{1}{4}$, Thence S 89°41'41"W on Said South Line of the Northwest $\frac{1}{4}$ A Distance of 1139.57 Feet to the Point of Beginning.

Within said District, 33rd Street from the West R.O.W. line of Wendell Drive West, a distance of 1,142 feet more or less to the West line of Shadow Ridge 7th Addition as Platted,

including Shadow Ridge Court Cul-de-sac and intersection of 33rd Street and Shadow Ridge Court and intersection of 33rd Street and Lakeview Terrace, shall be improved by grading and construction of 6" and 8" P.C.C. pavement, including curb and gutter, storm sewer, street lighting and other appurtenances.

Section 3. All of said improvements shall be constructed to the established grades as fixed by ordinances of the City of Hastings, and shall be constructed in accordance with plans and specifications to be prepared by the City Engineer, which plans shall be approved by the Mayor and City Council. The improvements shall be made at public cost, but special assessments shall be levied to reimburse the City for the cost of the improvements as provided by law.

Section 4. Notice of the creation of said Street Improvement District No. 2017-4 shall be published in The Hastings Daily Tribune, a legal newspaper published in and of general circulation within the City of Hastings, for three weeks after the publication of this Ordinance.

Section 5. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any of the other provisions of this Ordinance, and any ordinance or provision inconsistent herewith is hereby repealed.

Section 6. This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form as provided by law. This Ordinance shall not be placed in the Hastings City Code book

PASSED AND APPROVED this 11th Day of December 2017.

ATTEST:

Mayor

City Clerk

(SEAL)

Approved as to form:

City Attorney

REQUEST FOR FORMATION OF PAVING DISTRICT

November 1, 2017



CITY OF HASTINGS

ENGINEERING DEPARTMENT¹

DAVE WHACKER

DAVE:

I WOULD LIKE TO FORMALLY REQUEST THAT YOUR ENGINEERING DEPARTMENT REVIEW W-Design ENGINEERING DESIGN OF SHADOW RIDGE 7TH ADDITION AND FORM A PAVING DISTRICT FROM WENDELL DRIVE TO THE WEST BORDER OF SHADOW RIDGE 7TH . I WOULD LIKE TO USE THE CITY" S NEW DEVELOPER PROGRAM. ATTACHED IS A MAP OF PROPOSED AREA HIGHLIGHTED IN YELLOW.

WESTBROOK LLC

A handwritten signature in black ink, appearing to read "Alan M. Anderson", is written over a solid horizontal line.

ALAN M. ANDERSON

CERTIFICATE OF CITY ENGINEER

THIS CERTIFICATE IS FURNISHED IN CONNECTION WITH

Street Improvement District No. 2017-4
33rd Street – Wendell Drive West 1142 Feet; Shadow Ridge Court (Cul-De-Sac)

**33rd Street – Wendell Drive
West 1142 Feet and Shadow Ridge Court (Cul-de-sac)
STREET IMPROVEMENT DISTRICT - 2017 - 4**

1. Build 6” and 8” P.C.C. Pavement, Including Curb and Gutter, Storm Sewer, Street Lighting, and Other Appurtenances commencing on 33rd Street from the West R.O.W. line of Wendell Drive West, a distance of 1142 feet more or less to the West line of Shadow Ridge 7th Addition as Platted, including Shadow Ridge Court Cul-de-sac and intersection of 33rd Street and Shadow Ridge Court and intersection of 33rd Street and Lakeview Terrace.

2. The Confines of the District are as Follows:

A Track of Land Located in the Northwest $\frac{1}{4}$ of Section 36. Township 8 North, Range 10 West of the Sixth P.M. In the City of Hastings, Adams County, Nebraska, being more particularly described as follows:

Beginning at the Southwest Corner of Shadow Ridge 7th Addition to the City of Hastings, Adams County, Nebraska, Thence N00°18’19”W on the West Line of Said Shadow Ridge 7th Addition a distance of 761.23 Feet to the Northerly Line of Said Shadow Ridge 7th Addition, Thence along Said Northerly Line S64°00’00”E A Distance of 159.27 Feet, Thence N69°24’57”E A Distance of 81.98 Feet to the Easterly Line of Said Shadow Ridge 7th Addition, Thence S45°13’04”E on Said Easterly Line A Distance of 478.19 Feet, Thence N89°41’41”E Parallel to the South Line of Said Northwest $\frac{1}{4}$ A Distance of 585.28 Feet to the West Right of Way of Platted Wendell Drive, Thence S00°08’52”W On said West Right Of Way A Distance of 380.43 Feet to the South Line of Said Northwest $\frac{1}{4}$, Thence S89°41’41”W on Said South Line of the Northwest $\frac{1}{4}$ A Distance of 1139.57 Feet to the Point of Beginning.

3. The Assessment of the Cost will be Apportioned to the Following:

Lot

Addition

Lots 1 thru 17

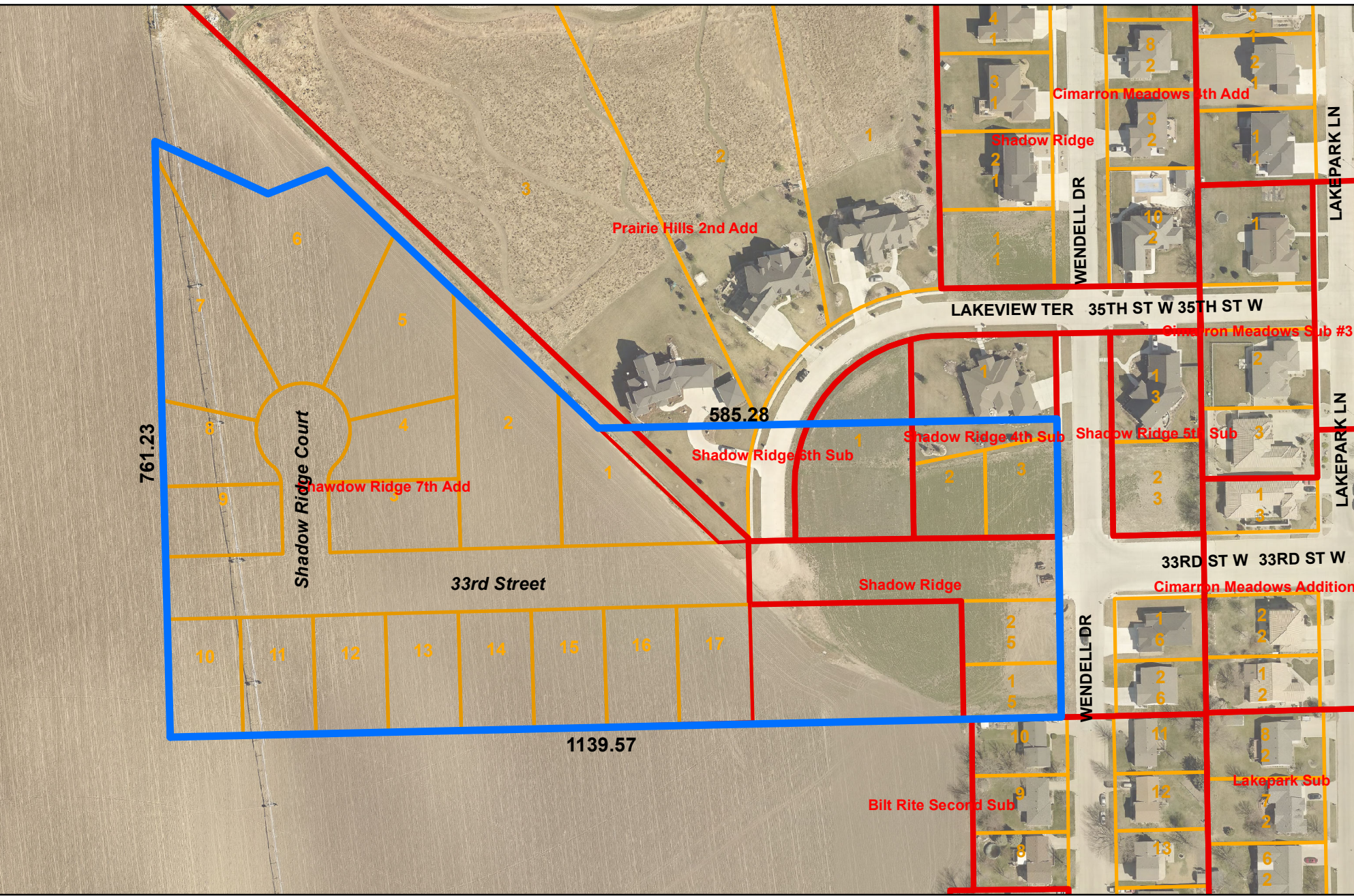
Shadow Ridge 7th Addition

Lot 3	Prairie Hills 2 nd Addition
Lot 1	Shadow Ridge 6 th Subdivision
Lots 1, 2, 3	Shadow Ridge 4 th Subdivision
Lots 1, 2, Block 5	Shadow Ridge

AND PARCEL AS DESCRIBED:

A Tract of land located in the Northwest ¼ of Section 36, Township 8 North, Range 10 West of the Sixth p.m., in the City of Hastings, Adams County, Nebraska, being more particularly described as follows:

Beginning at the Southeast corner of Shadow Ridge 7th Addition to the City of Hastings, Adams County, Nebraska, Thence N00°08'03"W on the East Line of said Shadow Ridge 7th Addition a distance of 150.41 Feet to the platted South Right of Way Line of 33rd Street, Thence N89°45'46"E on said South Right of Way Line a distance of 271.28 Feet to the West Line of Block 5, Shadow Ridge, Thence S00°07'18"W on said West Line a distance of 150.10 Feet to the South Line of said Northwest ¼, Thence S89°41'41"W on said South Line a distance of 270.16 Feet, to the Point of Beginning, containing 40,677 Square Feet More or Less.



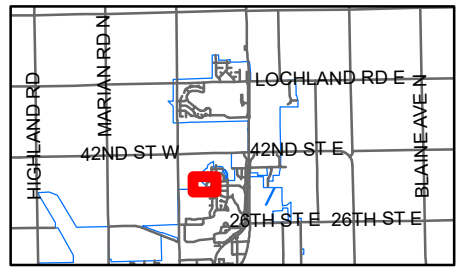
Legend

-  SID2017-4
-  Lots
-  Subdivision



SID 2017-4

33rd Street - Wendell Drive West 1142 Feet
and Shadow Ridge Court (Cul-de-sac)

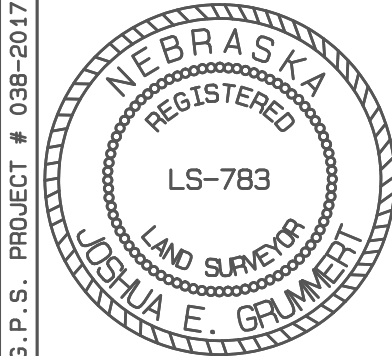


PROJECT
CITY OF HASTINGS
PAVING DISTRICT 2017-4

LOT 2

LOT 3

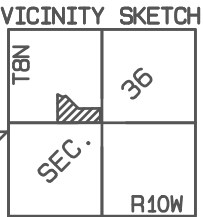
PRAIRIE HILLS
2ND ADD.



SURVEYOR'S CERTIFICATE:
I, JOSHUA EUGENE GRUMMERT, A LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA, DO HEREBY CERTIFY THIS BOUNDARY SURVEY WAS MADE BY ME OR UNDER MY SUPERVISION, THIS 7TH DAY OF NOVEMBER, 2017.

JOSHUA E. GRUMMERT | LS-783

G.P.S. GRUMMERT PROFESSIONAL SERVICES, LLC
WEBSITE: www.grummertsurveying.com
PO BOX 37, 501 N. FORBES AVE, KENESAW, NE 68956
PHONE 402-879-5701 EMAIL jmgrummert@yahoo.com

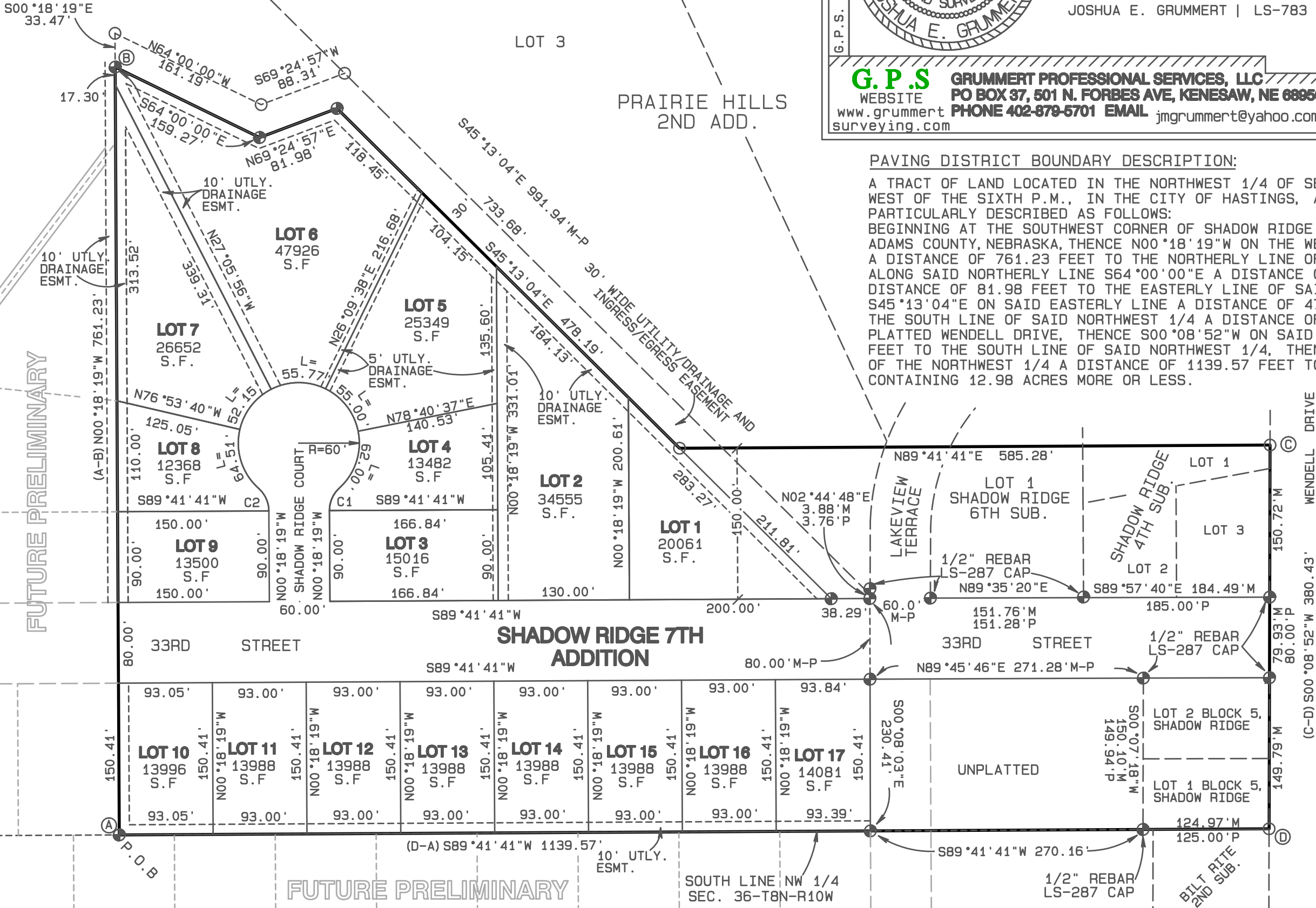


- LEGEND :
- M-MEASURED DISTANCE
 - R-RECORD DISTANCE
 - G-GOVERNMENT DISTANCE
 - P-PLATTED DISTANCE
 - FOUND 1/2" REBAR LS-783 UNLESS NOTED
 - TEMPORARY POINT
 - SET 1/2" X 24" REBAR WITH BLUE LS-783 CAP UNLESS NOTED OTHERWISE

ASSUMED BEARING

PAVING DISTRICT BOUNDARY DESCRIPTION:

A TRACT OF LAND LOCATED IN THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 8 NORTH, RANGE 10 WEST OF THE SIXTH P.M., IN THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF SHADOW RIDGE 7TH ADDITION TO THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA, THENCE N00°18'19"W ON THE WEST LINE OF SAID SHADOW RIDGE 7TH ADDITION A DISTANCE OF 761.23 FEET TO THE NORTHERLY LINE OF SAID SHADOW RIDGE 7TH ADDITION, THENCE ALONG SAID NORTHERLY LINE S64°00'00"E A DISTANCE OF 159.27 FEET, THENCE N69°24'57"E A DISTANCE OF 81.98 FEET TO THE EASTERLY LINE OF SAID SHADOW RIDGE 7TH ADDITION, THENCE S45°13'04"E ON SAID EASTERLY LINE A DISTANCE OF 478.19 FEET, THENCE N89°41'41"E PARALLEL TO THE SOUTH LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 585.28 FEET TO THE WEST RIGHT OF WAY OF PLATTED WENDELL DRIVE, THENCE S00°08'52"W ON SAID WEST RIGHT OF WAY A DISTANCE OF 380.43 FEET TO THE SOUTH LINE OF SAID NORTHWEST 1/4, THENCE S89°41'41"W ON SAID SOUTH LINE OF THE NORTHWEST 1/4 A DISTANCE OF 1139.57 FEET TO THE POINT OF BEGINNING, CONTAINING 12.98 ACRES MORE OR LESS.



CIMARRON MEADOWS	
LOT 1 SHADOW RIDGE	LOT 2
5TH SUB.	SUB. # 3
LOT 2	LOT 3
	CIMARRON MEADOWS ADDITION LOT 1 BLOCK 3

LOT 1 BLOCK 6, SHADOW RIDGE	CIMARRON MEADOWS ADDITION LOT 2 BLOCK 2
LOT 2 BLOCK 6, SHADOW RIDGE	CIMARRON MEADOWS ADDITION LOT 1 BLOCK 2
BILT RITE 2ND SUB.	BLOCK 2 LAKE PARK SUB.

Department: City Administrator
Staff Contact: Joe Patterson, Dave Ptak
Council Meeting Date: 12/11/2017

AGENDA ITEM SUMMARY SHEET

Description of Item:

Approval of Ordinance No. 4542 to Amend Section 3-506 of the Official City Code regarding Holidays

Names of People/Business affected by this action:

City employees

Why Council action is required:

Ordinance are required by law to approved on three readings by the Mayor and City Council

Type of action requested:

Ordinance

Suggested motion:

Move to approve Ordinance No. 4542 on First Reading, and if successful move to suspend the rules and pass Ordinance No. 4542 on Second and Third Reading

Deadlines associated with action:

City Administrator would like the new holiday schedule to be effective as of January 1, 2018

Department head comments:

This ordinance is a part of the continuing reorganization effort to bring consistency in recognized holidays for all employees.

City Administrator comments:

The City of Hastings and their Utility Department have for some time observed two separate holiday schedules. As part of the consolidation we have reviewed what is the prevalent practice for the municipalities in our array. This ordinance reflects the holidays that are observed by the majority of the communities in that array. See the proposed ordinance for the changes.

Recommend approval

ORDINANCE NO. 4542

AN ORDINANCE OF THE CITY OF HASTINGS, NEBRASKA TO AMEND SECTION 3-406 OF THE OFFICIAL CITY CODE TO PROVIDE FOR RECOGNIZED HOLIDAYS FOR CITY EMPLOYEES; TO PROVIDE THAT ANY ORDINANCE OR PROVISION THAT IS INCONSISTENT WITH THIS ORDINANCE BE REPEALED; TO PROVIDE AND EFFECTIVE DATE OF THIS ORDINANCE; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

Section 1. That Section 3-406 of the Official City Code of the City of Hastings, Nebraska, be and same is hereby amended to read as follows:

3-406. Holidays.

(1) The following days are hereby declared holidays for all City Service employees, except those covered by collective bargaining agreements, and as otherwise provided: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving, ½ day Christmas Eve, Christmas Day, and 3 days floating holidays. The Solid Waste, Utility, Museum, and Library departments may substitute one or more floating holidays for designated holidays to accommodate their hours of operation.

(2) When the actual holiday is on a Saturday, employees shall be given the immediately preceding Friday off. When the actual holiday is on a Sunday, employees shall be given the immediately following Monday off. When Christmas Day is on a Monday, employees shall be given the ½ day Christmas Eve holiday on the preceding Friday.

(3) Full-time employees shall be paid for holidays. Those part-time employees who qualify under Section 3-410 shall be paid for all holidays at the rates provided therein. Seasonal, temporary and provisional employees shall not be paid for holidays.

(4) Eligible City Service employees who are shift workers, and who work a holiday, will receive an additional shift's pay computed at time and one-half for working the holiday, or compensatory time off equivalent to the holiday shift worked, at time and one-half. Those City Service shift workers who do not work on the holiday shall receive an additional shift's pay at straight time, or compensatory time equivalent to one shift. Compensatory time will be given in lieu of pay only by agreement of the employee and the department head.

(5) An employee shall forfeit his right to payment for any holiday if he is on leave without pay on the last regular working day preceding such holiday or on the next regular working day following such holiday.

Section 2. Any ordinance or provision inconsistent with this Ordinance be and the same is hereby repealed.

Section 3. This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form as provided by law. The effective date of this Ordinance shall be the ____ day of _____, 2017. This Ordinance shall be placed in the Hastings City Code book

PASSED AND APPROVED this 11th Day of December 2017.

ATTEST:

Mayor

City Clerk

(SEAL)

Approved as to form:

City Attorney