

**HASTINGS CITY COUNCIL
AGENDA**

**Council Chambers – City Hall
220 North Hastings Avenue
July 25, 2016
5:30 PM**

ROLL CALL:

PLEDGE OF ALLEGIANCE:

MOTION TO ADOPT CURRENT AGENDA for July 25, 2016 Regular Meeting.

PUBLIC NOTICE - Official Notice of the Regular Meeting was published in the Hastings Tribune on Friday, July 22, 2016. 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:

1. Reports of Liaisons.

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

MAYOR'S COMMUNICATIONS:

CONSENT AGENDA:

1. All Consent Items.
 - (a) Approval of the minutes of the Council Meeting of July 11, 2016.
 - (b) Approval of the payroll for the period ending July 30, 2016, paid August 5, 2016.
 - (c) Approval of the regular claims and authorizing the City Clerk to issue checks against the various funds for payment.
 - (d) Approve receiving and placing on file department monthly reports.
 - (e) Approval of the payment to South Central Economic Development District, Inc. for \$5,775.00 (Invoice #564) for grant administration services for CDBG Project 15-CR-008, Hastings Comprehensive Revitalization.

- (f) Approval of the request for CDBG funds, Drawdown #2 (\$5,775.00) for grant administration, Streets Project 15-CR-008.
- (g) Approval of the request of the Spouse Abuse Sexual Assault (SASA) Crisis Center to utilize city streets for their 7th Annual 5K run/1 mile walk on August 27, 2016.

REGULAR AGENDA:

- 1. Unfinished Business of Preceding Meeting.
- 2. Public Hearings.
- 3. General Business.
 - (a) Approval of the request of Mary Lanning Heathcare for crosswalk signs on Kansas Avenue.
- 4. Ordinances and Resolutions.
 - (a) Resolution No. 2016-37. . .Authorize the Adams County Clerk to verify signatures on the Limited Referendum Petitions regarding the City Block Project.
 - (b) Resolution No. 2016-38. . .Approving City of Hastings Event Guide.
 - (c) Ordinance No. 4483. . .Charter Communications Cable Franchise Extension.
- 5. Final Passage of Ordinances.
- 6. Appointments.
- 7. Miscellaneous and Other Business.
- 8. Possible Closed Session (if necessary or requested).

ADJOURN:

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

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

CITY OF HASTINGS, NEBRASKA
MINUTES OF CITY COUNCIL REGULAR MEETING
Monday, July 11, 2016

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 July 11, 2016.

The meeting was called to order at 5:30 p.m. in Regular Session by Mayor Powers with the following members present: John Harrington, Phil Odom, Sarah Hoops, Ginny Skutnik, Everett Goebel, Michael Krings, Chuck Niemeyer, Kathy Duval. Absent: None.

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

Moved by John Harrington seconded by Phil Odom to adopt the July 11, 2016 Regular Meeting Agenda. Roll Call: Ayes: John Harrington, Kathy Duval, Phil Odom, Chuck Niemeyer, Michael Krings, Sarah Hoops, Ginny Skutnik, Everett Goebel. Nays: None. Absent: None. The motion carried.

PUBLIC NOTICE - Official Notice of the Regular Meeting was published in the Hastings Tribune on Friday, July 8, 2015. 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 Goebel reported on the Board of Public Works meeting held June 30, 2016. Kevin Schawang, IT Supervisor, reported on cyber security. Marty Stange reported on the Aquifer Storage Restoration (ASR) Project. Recommendations from staff are expected at the July 14th meeting for bids on the ASR Project. The City Council and Board of Public Works are scheduled to meet for a worksession on July 18th at 5:30p.m. Budget meetings are scheduled for July 17th and July 28th. He thanked Marv Schultes for his service, as he is retiring at the end of this week. The next Board of Public Works meeting is scheduled for July 14th, 9a.m. in the Hastings Utilities Boardroom.

Councilmember Harrington asked everyone to take a moment to reflect on the tragic and violent week across the nation. He asked Police Chief Kortum to comment on the state of Police/Citizen relations in the City of Hastings.

Police Chief Kortum stated the Police Department and the citizens of Hastings have a mutual appreciation of one another. The respect and service given by the Police Department is the way we do business and it is given back by the community. He thanked the officers and the community for their support.

Councilmember Odom thanked Parks, Street, and Utility departments for their work over the past week after storm damage.

MAYOR'S COMMUNICATIONS:

Mayor Powers announced service anniversaries for Craig Oswald, 25 years as of July 8th; Teresa Johnson, 30 years as of July 29th; Shaun Propp, 15 years as of July 23rd; Jon Rojewski, 15 years as of July 23rd.

CONSENT AGENDA:

Moved by Chuck Niemeyer seconded by Ginny Skutnik to approve all items on the Consent Agenda. Roll Call: Ayes: John Harrington, Kathy Duval, Phil Odom, Chuck Niemeyer, Michael Krings, Sarah Hoops, Ginny Skutnik, Everett Goebel. Nays: None. Absent: None. The motion carried.

- (a) Approval of the minutes of the Special Council Meeting of June 20, 2016.
- (b) Approval of the minutes of the Council Meeting of June 27, 2016.
- (c) Approval of the minutes of the Worksession of June 20, 2016.
- (d) Approval of the payroll for the period ending July 16, 2016, paid July 22, 2016.
- (e) Approval of the regular claims and authorizing the City Clerk to issue checks against the various funds for payment.
- (f) Approval of the prepaid claims and authorizing the City Clerk to issues checks against the various funds for payment.
- (g) Approve receiving and placing on file department monthly reports.
- (h) Approval of the request of the Business Improvement District to close city streets for the 2016 Good Living Tour Concert on July 28, 2016.

REGULAR AGENDA:

Public Hearings.

2.(a) Public hearing on the request of Keith and Gail Dreher to rezone property from R-1S, Single Family Suburban Acreage Residential District to R-1A, Single Family Large Lot Residential District at 1255 N. Adams Central Avenue.

No public testimony was heard. No objections were received by the City Clerk.

Ordinance No. 4482. . Amending the Zoning District Map to rezone Lot 5, Block 1, Country Estates Subdivision from R-1S, Single Family Suburban Acreage Residential District to R-1A, Single Family Large Lot Residential District.

Said Ordinance was read by title and thereafter Councilmember Michael Krings moved to approve Ordinance No. 4482, which motion was seconded by Councilmember Everett Goebel.

Joe Patterson stated staff and Planning Commission both recommended denial of this request.

Moved by Kathy Duval seconded by Sarah Hoops to have a five minute recess to resolve electronic voting issues. Roll Call: Ayes: Kathy Duval, John Harrington, Phil Odom, Chuck Niemeyer, Michael Krings, Sarah Hoops, Ginny Skutnik, Everett Goebel. Absent: None. The motion carried.

The Mayor then stated the question "Shall Ordinance No. 4482 be passed and adopted?" Upon roll call vote the following Councilmembers voted Ayes: Kathy Duval. Nays: John Harrington, Phil Odom, Chuck Niemeyer, Michael Krings, Sarah Hoops, Ginny Skutnik, Everett Goebel. Absent: None. The motion failed.

2.(b)Public hearing on the request of the Community Redevelopment Authority regarding a proposed modification to Plan Modification #5.17.16.1 to Redevelopment Plan VII, Redline Properties L.L.C. Redevelopment Project, located on the west side of East Osborne Drive, north of 2411 East Osborne Drive.

No public testimony was heard. No objections were received by the City Clerk.

Moved by Michael Krings seconded by Sarah Hoops to approve Resolution No. 2016-31. .
.Approval of Redevelopment Plan Modification #5.17.16.1 for the Redline Properties, LLC
Redevelopment Project in Redevelopment Area VII as presented.

Randy Chick, Community Redevelopment Authority (CRA), stated CRA will participate with Tax Increment Financing on this project.

Roll Call: Ayes: John Harrington, Kathy Duval, Phil Odom, Chuck Niemeyer, Michael Krings, Sarah Hoops, Ginny Skutnik, Everett Goebel. Nays: None. Absent: None. The motion carried.

2.(c) Public hearing on the request of the Community Redevelopment Authority regarding a proposed modification to Plan Modification #5.17.16.2 to Redevelopment Plan V, Furrow Plumbing Redevelopment Project located at 122 South Ash Avenue.

Randy Chick, CRA, spoke in favor. He stated that CRA will participate with Tax Increment Financing on this project. No other public testimony was heard. No objections were received by the City Clerk.

Moved by John Harrington seconded by Ginny Skutnik to approve Resolution No. 2016-32. .
.Approval of Redevelopment Plan Modification #5.17.16.2 for the Furrow Plumbing, LLC
Redevelopment Project in Redevelopment Area V as presented. Roll Call: Ayes: John Harrington, Kathy Duval, Phil Odom, Chuck Niemeyer, Michael Krings, Sarah Hoops, Ginny Skutnik, Everett Goebel. Nays: None. Absent: None. The motion carried.

2.(d) Public hearing on the request of the Community Redevelopment Authority regarding a proposed modification to Plan Modification #5.17.16.3 to Redevelopment Plan V, Steve Johnson Redevelopment Project, located at 126 South Ash Avenue.

No public testimony was heard. No objections were received by the City Clerk.

Moved by Ginny Skutnik seconded by Everett Goebel to approve Resolution No. 2016-33. .
.Approval of the Redevelopment Plan Modification #5.17.16.3 for the Steve Johnson
Redevelopment Project in Redevelopment Area V as presented.
Roll Call: Ayes: John Harrington, Kathy Duval, Phil Odom, Chuck Niemeyer, Michael Krings, Sarah Hoops, Ginny Skutnik, Everett Goebel. Nays: None. Absent: None. The motion carried.

2.(e) Public hearing on the request of Thomas Kluver for a Conditional Use Permit to locate and operate a craft brewery at 717 W. 1st Street.

Thomas Kluver, 717 West 1st Street, spoke in favor. No other public testimony was heard. No objections were received by the City Clerk.

Moved by Chuck Niemeyer seconded by Ginny Skutnik to approve Resolution No. 2016-34. .
.Approval of the Conditional Use Permit for Thomas Kluver to locate and operate a craft brewery at 717 W. 1st Street. Roll Call: Ayes: John Harrington, Kathy Duval, Phil Odom, Chuck Niemeyer, Michael Krings, Sarah Hoops, Ginny Skutnik, Everett Goebel.
Nays: None. Absent: None. The motion carried.

2.(f) Public hearing on the request of Bluestem Energy Solutions for a Conditional Use Permit to locate and operate a large wind turbine generator.

Matt Robinette, Bluestem Energy Solutions, spoke in favor. No other public testimony was heard. No objections were received by the City Clerk.

Moved by Chuck Niemeyer seconded by Ginny Skutnik to approve Resolution No. 2016-35. .
.Approval of the Conditional Use Permit for Bluestem Energy Solutions to locate and operate a large wind turbine generator.

The wind turbine generator will produce renewable energy and assist in education, which is a win-win for everyone, including Central Community College, Hastings Utilities, and Bluestem Energy Solutions.

Roll Call: Ayes: John Harrington, Kathy Duval, Phil Odom, Chuck Niemeyer, Michael Krings, Sarah Hoops, Ginny Skutnik, Everett Goebel. Nays: None. Absent: None. The motion carried.

2.(g) Public hearing on the request of the City of Hastings Development Services Department to rezone properties presently zoned C-2, Central Business District to C-3, Commercial Business District.

No public testimony was heard. No objections were received by the City Clerk.

Ordinance No. 4481. . Amending the Zoning District Map to rezone six separate parcels from C-2, Central Business District to C-3, Commercial Business District.

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

The Mayor then stated the question "Shall Ordinance No. 4481 be passed and adopted?" Upon roll call vote the following Councilmembers voted Ayes: John Harrington, Kathy Duval, Phil Odom, Chuck Niemeyer, Michael Krings, Sarah Hoops, Ginny Skutnik, Everett Goebel. Nays: None. Absent: None. The motion carried.

Councilmember Chuck Niemeyer 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, Kathy Duval, Phil Odom, Chuck Niemeyer, Michael Krings, Sarah Hoops, Ginny Skutnik, Everett Goebel. Nays: None. Absent: None. The motion to suspend the rules was adopted by three fourths vote of the Council and the statutory rule was declared suspended for consideration of said ordinance.

The passage and adoption of said ordinance having been concurred in by a majority of all members of the Council, the Mayor declared the ordinance adopted upon second and final reading and the Mayor signed and approved the ordinance. City Clerk attested the passage approval of the same and affixed her signature thereto. Published in the Hastings Tribune on July 15, 2016. Effective date of the ordinance is July 27, 2016.

Ordinances and Resolutions.

4.(a) Moved by Phil Odom seconded by Chuck Niemeyer to approve Resolution No. 2016-36. .
.Adopting and approving the execution of an Agreement with the Department of Roads of the State of Nebraska for Project No. S-6-4 (1022), CN 41086. (Highway US-6)

This improvement project is along State Highway 6 on the City's east corridor. It is a \$26 million project, with the City's portion being \$5 million.

Roll Call: Ayes: John Harrington, Kathy Duval, Phil Odom, Chuck Niemeyer, Michael Krings, Sarah Hoops, Ginny Skutnik, Everett Goebel. Nays: None. Absent: None. The motion carried.

Miscellaneous and Other Business.

Mayor Powers announced a job fair for Bimbo Bakery employees has been scheduled from 11:00a.m. to 3:00p.m. on August 1st at the Hastings City Auditorium.

Moved by Michael Krings seconded by Chuck Niemeyer there being no further business to adjourn at 6:12pm Roll Call: Ayes: John Harrington, Kathy Duval, Phil Odom, Chuck Niemeyer, Michael Krings, Sarah Hoops, Ginny Skutnik, Everett Goebel. Nays: None. Absent: None. The motion carried.

APPROVED:

Vern P. Powers, Mayor

ATTEST:

Kimberly S. Jacobitz, City Clerk

(S E A L)

INVOICE APPROVAL LIST BY FUND REPORT

Vouchers to be paid 07/25/2016

Date: 07/14/2016

Time: 1:06 pm

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City of Hastings

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 001 GENERAL FUND							
Dept: 000.000							
001-000.000-422.050	Inspection Pe						
	HASTINGS UTILITIES-PERMI	June	June plbg reimbursements	0	07/01/2016	07/25/2016	8,374.50
	MC ELHINNY BUILDERS, INC		Refund 1 - 1" meter	0	05/31/2016	07/25/2016	397.42
	SCHNEIDER PLUMBING		Refund 4" sewer tap	0	07/08/2016	07/25/2016	143.11
							8,915.03
001-000.000-463.325	Swim lessons						
	CARLSON/AUTUMN//	Refund	Refund swim,tennis lessons	0	04/08/2016	07/25/2016	60.00
	ODURO-FRIMPONG/ANN MA	Refund	Refund swim lessons	0	04/25/2016	07/25/2016	30.00
							90.00
001-000.000-463.375	Program Fee						
	MENKE/JUDITH//	Refund	Refund adult golf lessons	0	04/11/2016	07/25/2016	45.00
	SCHUTTE/MARY//	Refund	Refund adult golf lessons	0	04/11/2016	07/25/2016	45.00
							90.00
001-000.000-463.377	Program Fee						
	CARLSON/AUTUMN//	Refund	Refund swim,tennis lessons	0	04/08/2016	07/25/2016	92.00
							92.00
Total Dept. 000000:							9,187.03
Dept: 010.000 City administrator's							
001-010.000-723.050	Advertising						
	HASTINGS TRIBUNE	cityclerk	June advertising	0	06/30/2016	07/25/2016	1,284.87
							1,284.87
001-010.000-724.050	Printing						
	EAKES OFFICE SOLUTIONS	S128324	Copies April - June 2016	0	06/26/2016	07/25/2016	253.45
							253.45
001-010.000-726.050	Electricity						
	HASTINGS UTILITIES	10128	Electricity June 2016	0	07/23/2016	07/25/2016	1,171.78
							1,171.78
001-010.000-726.100	Natural Gas						
	HASTINGS UTILITIES	18711790	City bldg utilities 5/19-6/20	0	06/20/2016	07/25/2016	8.79
							8.79
001-010.000-726.150	Sewer						
	HASTINGS UTILITIES	18711790	City bldg utilities 5/19-6/20	0	06/20/2016	07/25/2016	24.39
							24.39
001-010.000-726.200	Telephone						
	WINDSTREAM COMMUNICAT	090212392	City phones 7/4-8/3/16	0	07/07/2016	07/25/2016	99.42
							99.42
001-010.000-726.250	Water						
	HASTINGS UTILITIES	18711790	City bldg utilities 5/19-6/20	0	06/20/2016	07/25/2016	65.79
							65.79
001-010.000-727.200	R & M Buildir						
	DUTTON-LAINSON CO.	740777-1	Angle cap	0	07/01/2016	07/25/2016	21.14
	ELETECH INC	57452	Svc agreemnt/3rd qtr 2016	0	07/01/2016	07/25/2016	125.00
	PARAMOUNT LINEN	08232	Floor mats	0	07/05/2016	07/25/2016	44.70
							190.84
001-010.000-729.050	Dues & Subs						
	HASTINGS ROTARY CLUB #4	7/1-12/31/16	Dues-Hassenstab,J Patterson	0	07/01/2016	07/25/2016	112.50
	INT'L.INSTITUTE OF MUNICIF	15699	Membership-L Vorderstrasse	0	06/22/2016	07/25/2016	95.00
	US BANK CORPORATE PAYM	026002	CMC admissions/Vorderstrasse	0	07/08/2016	07/25/2016	50.00

INVOICE APPROVAL LIST BY FUND REPORT

Vouchers to be paid 07/25/2016

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
							257.50
001-010.000-730.050	Office Supplie						
	C D W GOVERNMENT, INC.	DMB4264	Sandisk cruzer,adapter,cat6	0	06/23/2016	07/25/2016	8.00
							8.00
Total Dept. City administrator's office:							3,364.83
Dept: 020.000 Civil service							
001-020.000-724.050	Printing						
	EAKES OFFICE SOLUTIONS	S128324	Copies April - June 2016	0	06/26/2016	07/25/2016	436.53
							436.53
001-020.000-726.200	Telephone						
	WINDSTREAM COMMUNICAT	090212392	City phones 7/4-8/3/16	0	07/07/2016	07/25/2016	1.09
							1.09
Total Dept. Civil service:							437.62
Dept: 030.000 City attorney							
001-030.000-726.200	Telephone						
	WINDSTREAM COMMUNICAT	090212392	City phones 7/4-8/3/16	0	07/07/2016	07/25/2016	8.34
							8.34
Total Dept. City attorney:							8.34
Dept: 070.000 Other governments							
001-070.000-720.215	Lobbyist Acti						
	O'HARA LINDSAY & ASSOCI	HAS0716	Mnthly contract lobbying svcs	0	07/01/2016	07/25/2016	2,000.00
							2,000.00
001-070.000-720.456	Employee Dr						
	PHYSICAL THERAPY & SPOF		Drug/15, PCP/6, ALC/4	0	06/30/2016	07/25/2016	1,420.00
							1,420.00
001-070.000-725.060	Unemployme						
	NE UNEMPLOYMENT COMPI	0160246006	2nd qtr 2016 - J McMurray	0	07/13/2016	07/25/2016	203.00
							203.00
001-070.000-726.300	Waste Dispo:						
	WOODWARD'S DISPOSAL SE	8679-1448	Service	0	06/27/2016	07/25/2016	2,112.50
							2,112.50
Total Dept. Other governmental accounts:							5,735.50
Dept: 080.000 Development Servi							
001-080.000-720.350	Training & Cc						
	US BANK CORPORATE PAYM	Hyatt Place	Conference lodging-Evans	0	05/24/2016	07/25/2016	291.86
							291.86
001-080.000-723.050	Advertising						
	HASTINGS TRIBUNE	202772	Legal ads	0	06/30/2016	07/25/2016	284.01
							284.01
001-080.000-726.200	Telephone						
	WINDSTREAM COMMUNICAT	090212392	City phones 7/4-8/3/16	0	07/07/2016	07/25/2016	5.30
							5.30
Total Dept. Development Services:							581.17
Dept: 090.000 IT Division							
001-090.000-729.050	Dues & Subs						
	VERIZON WIRELESS	9767617865	Jetpack 5/24-6/23/16	0	06/23/2016	07/25/2016	40.01

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
							40.01
001-090.000-731.700	Wearing Appi						
	DMJ PRODUCTS	1958	5 shirts, 1 jacket - Wahl	0	06/26/2016	07/25/2016	265.00
							265.00
001-090.000-737.215	Computer So						
	LOGMEIN, INC.	IN183535	Subscription 7/11/16-7/10/17	0	07/01/2016	07/25/2016	2,999.00
							2,999.00
001-090.000-737.220	I.T. Products						
	C D W GOVERNMENT, INC.	DNM9251	Cat6 cables	0	06/30/2016	07/25/2016	28.49
	C D W GOVERNMENT, INC.	DMB4264	Sandisk cruzer,adapter,cat6	0	06/23/2016	07/25/2016	787.82
	C D W GOVERNMENT, INC.	DMB4264	Sandisk cruzer,adapter,cat6	0	06/23/2016	07/25/2016	82.80
	C D W GOVERNMENT, INC.	DMB4264	Sandisk cruzer,adapter,cat6	0	06/23/2016	07/25/2016	33.00
	KIDWELL, INC	118954	2 IP485G,1 IP655 ph-city hall	0	06/24/2016	07/25/2016	1,625.00
							2,557.11
							Total Dept. IT Division: 5,861.12
Dept: 110.000 Auditorium							
001-110.000-726.050	Electricity						
	HASTINGS UTILITIES	10128	Electricity June 2016	0	07/23/2016	07/25/2016	1,250.67
							1,250.67
001-110.000-726.100	Natural Gas						
	HASTINGS UTILITIES	1052	Auditorium - June 2016	0	06/30/2016	07/25/2016	44.24
							44.24
001-110.000-726.150	Sewer						
	HASTINGS UTILITIES	1052	Auditorium - June 2016	0	06/30/2016	07/25/2016	142.11
							142.11
001-110.000-726.250	Water						
	HASTINGS UTILITIES	1052	Auditorium - June 2016	0	06/30/2016	07/25/2016	189.66
							189.66
001-110.000-727.200	R & M Buildir						
	KULLY PIPE & STEEL SUPPL'	651981	Kitchen repair	0	06/29/2016	07/25/2016	7.97
	QUALITY SOUND & COMMUN	52713	Install hardware-ceiling spkr	0	06/17/2016	07/25/2016	2,035.00
							2,042.97
001-110.000-737.200	Building Main						
	MENARDS - HASTINGS	10830	Ceiling tiles	0	07/07/2016	07/25/2016	109.92
							109.92
							Total Dept. Auditorium: 3,779.57
Dept: 120.000 Cemetery							
001-120.000-726.050	Electricity						
	HASTINGS UTILITIES	10128	Electricity June 2016	0	07/23/2016	07/25/2016	82.18
							82.18
001-120.000-726.100	Natural Gas						
	HASTINGS UTILITIES	1052	Cemetery - June 2016	0	06/30/2016	07/25/2016	43.37
							43.37
001-120.000-726.150	Sewer						
	HASTINGS UTILITIES	1052	Cemetery - June 2016	0	06/30/2016	07/25/2016	31.34
							31.34
001-120.000-726.200	Telephone						
	VERIZON WIRELESS	9768223911	Cell phones 6/7-7/6/16	0	07/06/2016	07/25/2016	33.40

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
							33.40
001-120.000-726.250	Water						
	HASTINGS UTILITIES	1052	Cemetery - June 2016	0	06/30/2016	07/25/2016	593.43
							593.43
001-120.000-727.200	R & M Buildir						
	BIG G COMMERCIAL ACCOU	532779	Fasteners,brace,straps,bits	0	03/28/2016	07/25/2016	77.77
	BIG G COMMERCIAL ACCOU	533448	Screws & lumber	0	04/03/2016	07/25/2016	43.54
	BIG G COMMERCIAL ACCOU	541714	Ratchet,tarp,insct repell,batt	0	06/24/2016	07/25/2016	74.80
	BIG G COMMERCIAL ACCOU	542322	Misc	0	06/30/2016	07/25/2016	5.05
							201.16
001-120.000-727.500	R & M Heavy						
	MIDWEST TURF & IRRIGATIC	3725810	V-belt & switch	0	06/14/2016	07/25/2016	113.88
	MIDWEST TURF & IRRIGATIC	3726666	Caster wheels	0	06/20/2016	07/25/2016	96.43
	TITAN MACHINERY INC - HAS	7973859	Hardware	0	07/25/2016	07/25/2016	3.72
							214.03
001-120.000-727.800	R & M Vehicle						
	THREE POINTS TIRE	14782	Flat repair	0	06/23/2016	07/25/2016	18.00
							18.00
						Total Dept. Cemetery:	1,216.91
Dept: 130.000	Parks						
001-130.000-720.350	Training & Co						
	NE MOSQUITO AND VECTOR		2016 membership dues/wrkshp	0	06/30/2016	07/25/2016	60.00
							60.00
001-130.000-721.050	Postage						
	TOTAL PACKAGE/THE//	60736	Priority mail/scoreboards	0	07/01/2016	07/25/2016	10.40
							10.40
001-130.000-726.050	Electricity						
	HASTINGS UTILITIES	10128	Electricity June 2016	0	07/23/2016	07/25/2016	3,047.45
							3,047.45
001-130.000-726.100	Natural Gas						
	HASTINGS UTILITIES	1052	Parks - June 2016	0	06/30/2016	07/25/2016	48.61
							48.61
001-130.000-726.150	Sewer						
	HASTINGS UTILITIES	1052	Parks - June 2016	0	06/30/2016	07/25/2016	404.37
							404.37
001-130.000-726.200	Telephone						
	VERIZON WIRELESS	9768223911	Cell phones 6/7-7/6/16	0	07/06/2016	07/25/2016	107.64
	WINDSTREAM COMMUNICAT	090212392	City phones 7/4-8/3/16	0	07/07/2016	07/25/2016	70.77
							178.41
001-130.000-726.250	Water						
	HASTINGS UTILITIES	1052	Parks - June 2016	0	06/30/2016	07/25/2016	15,143.23
							15,143.23
001-130.000-727.200	R & M Buildir						
	BIG G COMMERCIAL ACCOU	541734	Tape	0	06/24/2016	07/25/2016	11.13
	BIG G COMMERCIAL ACCOU	541951	Scour pads, bleach	0	06/27/2016	07/25/2016	17.10
	BIG G COMMERCIAL ACCOU	542240	Bit drill	0	06/29/2016	07/25/2016	6.22
	BIG G COMMERCIAL ACCOU	542451	Spray paint	0	07/01/2016	07/25/2016	9.00
	BIG G COMMERCIAL ACCOU	542410	Spray paint	0	07/01/2016	07/25/2016	6.00
	BIG G COMMERCIAL ACCOU	542489	Libs wall supplies	0	07/01/2016	07/25/2016	100.21
	BIG G COMMERCIAL ACCOU	542772	Spray paint, fasteners	0	07/06/2016	07/25/2016	8.60
	HOLLING PLUMBING	4844	Bathroom sewer cleanout	0	06/21/2016	07/25/2016	195.00

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	KULLY PIPE & STEEL SUPPL'	651522	Sprinkler repair	0	06/22/2016	07/25/2016	4.08
	KULLY PIPE & STEEL SUPPL'	651731	Sprinkler repair	0	06/24/2016	07/25/2016	42.54
	MENARDS - HASTINGS	10594	Shovel	0	07/04/2016	07/25/2016	39.96
	NE FIRE SPRINKLER CORP.	780	Annual inspect-Chaut Pavilion	0	06/27/2016	07/25/2016	275.00
	REAMS SPRINKLER SUPPLY	S1315690.001	Parts	0	07/01/2016	07/25/2016	1,194.38
	REAMS SPRINKLER SUPPLY	S1315695.001	Parts	0	07/01/2016	07/25/2016	448.85
	REAMS SPRINKLER SUPPLY	S1316390.001	Parts	0	07/07/2016	07/25/2016	362.66
							2,720.73
001-130.000-727.500	R & M Heavy						
	HATTEN ELECTRIC SERVICE	0063254-IN	Toro starter repair	0	06/24/2016	07/25/2016	145.00
	HATTEN ELECTRIC SERVICE	0063022-IN	Starter repair	0	06/03/2016	07/25/2016	113.50
	MIDWEST TURF & IRRIGATIC	3727654	Coolant reservoir/fuel filter	0	06/28/2016	07/25/2016	89.96
	MIDWEST TURF & IRRIGATIC	3727654-01	Fuel filter assembly	0	06/29/2016	07/25/2016	222.09
	N A P A AUTO PARTS	638795	Sprk plgs,silicone spry,cleanr	0	06/28/2016	07/25/2016	27.33
	SPADY CHEVROLET,GMC,C/	137574	Shield	0	06/29/2016	07/25/2016	26.32
	TURFWERKS	OI39735	Harness	0	06/24/2016	07/25/2016	109.45
							733.65
001-130.000-727.800	R & M Vehicle						
	GARRETT TIRES AND TREAL	108328	Flat repair	0	06/27/2016	07/25/2016	22.55
	GARRETT TIRES AND TREAL	107592	Flat repair	0	05/18/2016	07/25/2016	57.45
	L C L TRUCK EQUIPMENT, IN	143581	Two ball mount, pin clip	0	06/13/2016	07/25/2016	87.68
	N A P A AUTO PARTS	638593	Distributor cap/rotor,sprk plg	0	06/27/2016	07/25/2016	62.40
	N A P A AUTO PARTS	638828	Switch	0	06/28/2016	07/25/2016	8.97
	N A P A AUTO PARTS	639835	Windshield solvent, lube	0	07/01/2016	07/25/2016	27.42
	N A P A AUTO PARTS	640280	Battery,core dep,batt protect	0	07/05/2016	07/25/2016	92.41
							358.88
001-130.000-729.050	Dues & Subs						
	HASTINGS ROTARY CLUB #4	7/1-12/31/16	Dues-Hassenstab,J Patterson	0	07/01/2016	07/25/2016	112.50
							112.50
001-130.000-729.150	Other Operat						
	S.O.S. PORTABLE TOILET IN	34899	Toilets for parks-May	0	05/16/2016	07/25/2016	320.00
							320.00
001-130.000-731.150	Chemicals						
	VAN DIEST SUPPLY COMPAN	147717	Gopher bait	0	06/30/2016	07/25/2016	78.00
	VAN DIEST SUPPLY COMPAN	149640	Bait	0	06/30/2016	07/25/2016	81.18
							159.18
001-130.000-731.250	Fuel & Oil						
	SPARTZ/KIMBERLY//		Mileage for mosquito trapping	0	07/02/2016	07/25/2016	23.22
							23.22
001-130.000-731.400	Other Supplie						
	HATTEN ELECTRIC SERVICE	0063243-IN	Wading pool repairs	0	06/23/2016	07/25/2016	99.74
	KULLY PIPE & STEEL SUPPL'	651340	Heartwell wading pool pump	0	06/20/2016	07/25/2016	333.29
							433.03
001-130.000-737.100	Landscaping						
	EARL MAY SEED & NURSER'	25335	Shrubs	0	06/16/2016	07/25/2016	60.46
	EARL MAY SEED & NURSER'	68030	Credit for returns	0	06/16/2016	07/25/2016	-36.00
	MENARDS - HASTINGS	10083	Landscaping/shrubs	0	06/28/2016	07/25/2016	157.14
	MENARDS - HASTINGS	10084	Landscaping/shrubs	0	06/28/2016	07/25/2016	29.76
							211.36
Total Dept. Parks:							23,965.02
Dept: 140.000	Water Park						
001-140.000-726.050	Electricity						
	HASTINGS UTILITIES	10128	Electricity June 2016	0	07/23/2016	07/25/2016	1,839.09

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							1,839.09
001-140.000-726.100	Natural Gas						
	HASTINGS UTILITIES	1052	Waterpark - June 2016	0	06/30/2016	07/25/2016	1,312.49
							1,312.49
001-140.000-726.150	Sewer						
	HASTINGS UTILITIES	1052	Waterpark - June 2016	0	06/30/2016	07/25/2016	316.51
							316.51
001-140.000-726.250	Water						
	HASTINGS UTILITIES	1052	Waterpark - June 2016	0	06/30/2016	07/25/2016	1,697.89
							1,697.89
001-140.000-727.200	R & M Buildir						
	PRESTO-X	30896436	Pest control service	0	06/20/2016	07/25/2016	58.35
							58.35
001-140.000-727.700	R & M Tools						
	HATTEN ELECTRIC SERVICE	0063319-IN	Cooling fan repair	0	06/29/2016	07/25/2016	231.50
	TUBE PRO INC.	00026945	Inflated tubes with handles	0	06/28/2016	07/25/2016	772.00
	US BANK CORPORATE PAYM	Lincoln Aquatics	Head immobilizer	0	06/27/2016	07/25/2016	83.05
							1,086.55
001-140.000-729.150	Other Operat						
	NE DEPT.OF LABOR-BOILER	102510	Boiler inspection/Aquacourt	0	06/28/2016	07/25/2016	54.00
	PARKS DEPT. - PETTY CASH		Gift card	0	07/07/2016	07/25/2016	20.00
	US BANK CORPORATE PAYM	UPS	Mailing	0	06/27/2016	07/25/2016	26.86
							100.86
001-140.000-730.050	Office Supplie						
	DAYMARK SOLUTIONS	101687	Ribbon	0	06/17/2016	07/25/2016	130.00
	US BANK CORPORATE PAYM	Fun Express	Wet n' Wild supplies	0	06/23/2016	07/25/2016	81.45
	US BANK CORPORATE PAYM	Discount School	Wet n' Wild supplies	0	06/23/2016	07/25/2016	72.20
	US BANK CORPORATE PAYM	Amazon	Credit on duplicate pmt	0	05/23/2016	07/25/2016	-4.97
	WAL-MART COMMUNITY	02065	Pool supplies	0	06/26/2016	07/25/2016	40.47
							319.15
001-140.000-731.150	Chemicals						
	HAWKINS, INC.	3900521	Pool chemicals	0	06/15/2016	07/25/2016	2,168.11
	HAWKINS, INC.	3902326	Pool chemicals	0	06/17/2016	07/25/2016	459.51
	HAWKINS, INC.	3903745	Pool chemicals	0	06/21/2016	07/25/2016	1,978.08
	HAWKINS, INC.	3907725	Pool chemicals	0	06/28/2016	07/25/2016	1,804.67
							6,410.37
001-140.000-731.205	Concessions						
	ALLEN'S OF HASTINGS, INC.	313	Concessions for resale	0	06/20/2016	07/25/2016	32.00
	ALLEN'S OF HASTINGS, INC.	225	Concessions for resale	0	06/24/2016	07/25/2016	21.70
	ALLEN'S OF HASTINGS, INC.	94	Concessions for resale	0	06/26/2016	07/25/2016	39.73
	CASH-WA CANDY CO.	67963	Concessions for resale	0	06/23/2016	07/25/2016	16.19
	CASH-WA CANDY CO.	68056	Concessions for resale	0	06/28/2016	07/25/2016	9.03
	CASH-WA DISTRIBUTING	10577361	Concessions for resale	0	06/20/2016	07/25/2016	160.50
	CASH-WA DISTRIBUTING	10583349	Concessions for resale	0	06/20/2016	07/25/2016	58.00
	CASH-WA DISTRIBUTING	10583351	Concessions for resale	0	06/20/2016	07/25/2016	723.35
	CASH-WA DISTRIBUTING	10586702	Concessions for resale	0	06/22/2016	07/25/2016	358.75
	CASH-WA DISTRIBUTING	10589056	Concessions for resale	0	06/23/2016	07/25/2016	196.30
	CASH-WA DISTRIBUTING	10591227	Concessions for resale	0	06/24/2016	07/25/2016	1,044.70
	CASH-WA DISTRIBUTING	10596458	Concessions for resale	0	06/29/2016	07/25/2016	306.85
	LITTLE CAESAR'S	946627	Concessions for resale	0	06/26/2016	07/25/2016	87.50
	LITTLE CAESAR'S	946626	Concessions for resale	0	06/26/2016	07/25/2016	24.50
	MIDWEST MINI MELTS	16591	Mini melts - 23 gals	0	06/14/2016	07/25/2016	1,006.25

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	PEPSI-COLA BOTTLING CO.	6156775	Concessions for resale	0	06/20/2016	07/25/2016	82.00
	PEPSI-COLA BOTTLING CO.	6157158	Concessions for resale	0	06/27/2016	07/25/2016	57.60
	PEPSI-COLA BOTTLING CO.	6157205	Concessions for resale	0	06/27/2016	07/25/2016	646.31
	SYSCO LINCOLN	606282223	Concessions/food	0	06/28/2016	07/25/2016	460.98
	WAL-MART COMMUNITY	07624	Padlocks	0	06/23/2016	07/25/2016	12.00
	WAL-MART COMMUNITY	05128	Concessions for resale	0	06/24/2016	07/25/2016	5.22
	WAL-MART COMMUNITY	09213	Padlocks	0	06/26/2016	07/25/2016	17.00
	WAL-MART COMMUNITY	04213	Padlocks (300)	0	07/01/2016	07/25/2016	300.00
							5,666.46
001-140.000-737.200	Building Mair						
	BIG G COMMERCIAL ACCOU	541656	Weed killer,bleach,roundup,tap	0	06/23/2016	07/25/2016	33.49
	JACKSON SERVICES INC.	3393417	Mops & linen bag rack	0	06/30/2016	07/25/2016	58.40
							91.89
						Total Dept. Water Park:	18,899.61
Dept: 145.000 Recreation program							
001-145.000-720.331	Adult Act. Co						
	ENGBERG/SCOTT//	Umpire	8gms @ \$22/game	0	07/07/2016	07/25/2016	176.00
	KNAPPLE/FRED H.//	Umpire	12gms @ \$22/game	0	07/07/2016	07/25/2016	264.00
	LINDBLAD/BRADLEY EDGAR	Umpire	3gms @ \$21/game	0	07/07/2016	07/25/2016	63.00
	MASER/ADAM//	Umpire	9gms @ \$22/game	0	07/07/2016	07/25/2016	198.00
	MC AMIS/RANDALL W.//	Umpire	6gms @ \$23/game	0	07/07/2016	07/25/2016	138.00
	MC DONALD JR./BRIAN L.//	Umpire	3gms @ \$22/game	0	07/07/2016	07/25/2016	66.00
	NELSON/BRENT//	Umpire	6gms @ \$21/game	0	07/07/2016	07/25/2016	132.00
	RATZLAFF/THOMAS J//	Umpire	12gms @ \$23/game	0	07/07/2016	07/25/2016	276.00
							1,313.00
001-145.000-720.332	Youth Act. Cc						
	CASE/MATTHEW A.//		Youth tennis instructor	0	06/29/2016	07/25/2016	276.00
	DENKLAU/MIRANDA//	Umpire	2gms @ \$20/game	0	07/07/2016	07/25/2016	40.00
	FILSINGER/EMILY//	Umpire	1gm @ \$25/game	0	07/07/2016	07/25/2016	25.00
	GERLOFF/SHELBY//	Umpire	2gms @ \$20/gm,2gms @ \$25/gr	0	07/07/2016	07/25/2016	90.00
							431.00
001-145.000-720.350	Training & Cc						
	US BANK CORPORATE PAYM	NRPA	NRPA conf-St. Louis	0	06/29/2016	07/25/2016	524.00
							524.00
001-145.000-724.050	Printing						
	EAKES OFFICE SOLUTIONS	S128324	Copies April - June 2016	0	06/26/2016	07/25/2016	413.86
							413.86
001-145.000-726.050	Electricity						
	HASTINGS UTILITIES	10128	Electricity June 2016	0	07/23/2016	07/25/2016	302.60
							302.60
001-145.000-726.100	Natural Gas						
	HASTINGS UTILITIES	1052	Armory - June 2016	0	06/30/2016	07/25/2016	54.97
							54.97
001-145.000-726.150	Sewer						
	HASTINGS UTILITIES	1052	Armory - June 2016	0	06/30/2016	07/25/2016	17.85
							17.85
001-145.000-726.250	Water						
	HASTINGS UTILITIES	1052	Armory - June 2016	0	06/30/2016	07/25/2016	62.16
							62.16
001-145.000-730.050	Office Supplie						
	EAKES OFFICE SOLUTIONS	7013320	Book rings	0	06/29/2016	07/25/2016	3.57
	EAKES OFFICE SOLUTIONS	7016019	Copy paper	0	07/05/2016	07/25/2016	9.29

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	US BANK CORPORATE PAYM	Amazon	Credit on duplicate pmt	0	05/23/2016	07/25/2016	-4.97
							7.89
001-145.000-731.401	Adult Rec Su						
	AWARDS UNLIMITED, INC.	413870	2016 softball tourn plaques	0	06/15/2016	07/25/2016	227.41
	NE SOFTBALL ASSOCIATION		Line up cards	0	05/28/2016	07/25/2016	120.00
							347.41
001-145.000-731.403	Spec. Event !						
	EAKES OFFICE SOLUTIONS	7010488	Special event supplies	0	06/27/2016	07/25/2016	16.98
	PARKS DEPT. - PETTY CASH		Bicycle prize,pool gift cert	0	06/29/2016	07/25/2016	60.00
	WAL-MART COMMUNITY	07624	Padlocks	0	06/23/2016	07/25/2016	35.02
	WAL-MART COMMUNITY	03961	DVD player & bicycle	0	07/06/2016	07/25/2016	37.88
							149.88
001-145.000-737.200	Building Mair						
	REAMS SPRINKLER SUPPLY	S1314490.001	Sprinkler parts	0	06/28/2016	07/25/2016	96.44
							96.44
001-145.000-738.058	Spec. Event I						
	RUSS'S MARKET		Refreshments	0	07/01/2016	07/25/2016	8.28
	WAL-MART COMMUNITY	03961	DVD player & bicycle	0	07/06/2016	07/25/2016	79.97
	WAL-MART COMMUNITY	03628	Bicycle	0	07/07/2016	07/25/2016	79.97
	WAL-MART COMMUNITY	03961	Return bicycle	0	07/06/2016	07/25/2016	-79.97
							88.25
Total Dept. Recreation programming:							3,809.31
Dept: 150.000 Library							
001-150.000-720.310	Library Softw						
	OCLC INC	458794	Cataloging and ILL	0	04/30/2016	07/25/2016	2,371.91
	US BANK CORPORATE PAYM		Adobe Creative Cloud	0	06/25/2016	07/25/2016	385.07
	US BANK CORPORATE PAYM		Quip SW Subscription	0	06/24/2016	07/25/2016	10.00
							2,766.98
001-150.000-723.050	Advertising						
	HASTINGS TRIBUNE	citylib	Ads	0	06/30/2016	07/25/2016	212.27
	US BANK CORPORATE PAYM	Facebook	Facebook ad	0	06/30/2016	07/25/2016	2.28
	US BANK CORPORATE PAYM	Facebook	Facebook ad	0	06/30/2016	07/25/2016	150.75
	US BANK CORPORATE PAYM	Constant Contact	Subscription	0	06/30/2016	07/25/2016	90.00
							455.30
001-150.000-726.050	Electricity						
	HASTINGS UTILITIES	10128	Electricity June 2016	0	07/23/2016	07/25/2016	900.00
	HASTINGS UTILITIES	10128	Electricity June 2016	0	07/23/2016	07/25/2016	2,081.90
							2,981.90
001-150.000-726.200	Telephone						
	CHARTER COMMUNICATION	0337394	Internet svc 7/7-8/6/16	0	06/27/2016	07/25/2016	89.98
	WINDSTREAM COMMUNICA	090212392	City phones 7/4-8/3/16	0	07/07/2016	07/25/2016	64.44
							154.42
001-150.000-727.200	R & M Buildir						
	SUPREME CLEANING SERVI	2911	Janitor svc 7/1-7/15/16	0	07/06/2016	07/25/2016	800.00
							800.00
001-150.000-729.149	Processing F						
	BAKER & TAYLOR, INC.	2032080752	Books, processing	0	06/14/2016	07/25/2016	11.69
	BAKER & TAYLOR, INC.	2032104406	Books, processing	0	06/22/2016	07/25/2016	5.80

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	MIDWEST TAPE	94055784	DVD, processing	0	06/15/2016	07/25/2016	2.85
	MIDWEST TAPE	94075460	DVD, processing	0	06/20/2016	07/25/2016	5.70
	MIDWEST TAPE	94085175	DVD, processing	0	06/22/2016	07/25/2016	2.85
	MIDWEST TAPE	94098787	Audiobook, processing	0	06/27/2016	07/25/2016	3.50
	MIDWEST TAPE	94105891	CDs, processing	0	06/29/2016	07/25/2016	2.85
							35.24
001-150.000-730.050	Office Supplie						
	BIG G COMMERCIAL ACCOU	542104	Hard hats	0	06/28/2016	07/25/2016	14.02
	BUSINESS WORLD PRODUC	016250	Mechanical pencils	0	03/18/2016	07/25/2016	4.99
	BUSINESS WORLD PRODUC	016736-01	Staples	0	06/27/2016	07/25/2016	13.75
	LIBRARY STORE, INC./THE//	210595	Book jacket covers	0	06/30/2016	07/25/2016	58.55
							91.31
001-150.000-730.115	Library Collec						
	BAKER & TAYLOR, INC.	2032080752	Books, processing	0	06/14/2016	07/25/2016	117.14
	BAKER & TAYLOR, INC.	2032097156	Books	0	06/17/2016	07/25/2016	125.66
	BAKER & TAYLOR, INC.	2032100621	Books	0	06/21/2016	07/25/2016	182.47
	BAKER & TAYLOR, INC.	5014164190	Books	0	06/22/2016	07/25/2016	28.26
	BAKER & TAYLOR, INC.	2032104406	Books, processing	0	06/22/2016	07/25/2016	71.06
	BAKER & TAYLOR, INC.	5014172696	Books	0	06/29/2016	07/25/2016	136.84
	BLACKSTONE AUDIOBOOKS	839618	Books	0	06/17/2016	07/25/2016	50.00
	BLACKSTONE AUDIOBOOKS	839617	Books	0	06/17/2016	07/25/2016	50.00
	CENTER POINT LARGE PRIN	1382535	Books	0	06/13/2016	07/25/2016	20.99
	GALE-CENGAGE LEARNING	58222913	Books	0	06/16/2016	07/25/2016	22.50
	GALE-CENGAGE LEARNING	58249534	Books	0	06/21/2016	07/25/2016	47.23
	GALE-CENGAGE LEARNING	58249304	Books	0	06/21/2016	07/25/2016	47.23
	GALE-CENGAGE LEARNING	58257267	Books	0	06/22/2016	07/25/2016	38.92
	GALE-CENGAGE LEARNING	58269558	Books	0	06/24/2016	07/25/2016	110.25
	GALE-CENGAGE LEARNING	58291175	Books	0	06/29/2016	07/25/2016	25.49
	MIDWEST TAPE	94055784	DVD, processing	0	06/15/2016	07/25/2016	16.99
	MIDWEST TAPE	94075460	DVD, processing	0	06/20/2016	07/25/2016	33.98
	MIDWEST TAPE	94085175	DVD, processing	0	06/22/2016	07/25/2016	8.99
	MIDWEST TAPE	94098787	Audiobook, processing	0	06/27/2016	07/25/2016	44.99
	MIDWEST TAPE	94105891	CDs, processing	0	06/29/2016	07/25/2016	11.99
	NE STATE HISTORICAL SOCI	2017renew	NE History & NE History News	0	07/06/2016	07/25/2016	32.00
	RECORDED BOOKS, LLC	75356612	Audiobook	0	06/20/2016	07/25/2016	64.60
	RECORDED BOOKS, LLC	75359693	Audiobook	0	06/22/2016	07/25/2016	235.00
	US BANK CORPORATE PAYM	Amazon	Refill gift card	0	07/04/2016	07/25/2016	500.00
	US BANK CORPORATE PAYM	Amazon	Ebook - Kindle	0	07/06/2016	07/25/2016	8.55
	US BANK CORPORATE PAYM	Amazon	Ebook - Kindle	0	07/06/2016	07/25/2016	10.69
	US BANK CORPORATE PAYM	Amazon	Ebook - Kindle	0	07/06/2016	07/25/2016	11.76
	US BANK CORPORATE PAYM	Amazon	Ebook - Kindle	0	07/06/2016	07/25/2016	3.20
	US BANK CORPORATE PAYM	Amazon	Ebook - Kindle	0	07/04/2016	07/25/2016	9.62
	US BANK CORPORATE PAYM	Amazon	Ebook - Kindle	0	07/02/2016	07/25/2016	8.81
	US BANK CORPORATE PAYM	Amazon	Ebook - Kindle	0	07/01/2016	07/25/2016	8.55
	US BANK CORPORATE PAYM	Amazon	Ebook - Kindle	0	07/01/2016	07/25/2016	10.69
	US BANK CORPORATE PAYM	Amazon	Ebook - Kindle	0	07/01/2016	07/25/2016	9.62
	US BANK CORPORATE PAYM	Amazon	Ebook - Kindle	0	07/01/2016	07/25/2016	8.55
	US BANK CORPORATE PAYM	Amazon	Ebook - Kindle	0	06/30/2016	07/25/2016	13.90
	US BANK CORPORATE PAYM	Amazon	Ebook - Kindle	0	07/01/2016	07/25/2016	4.99
	US BANK CORPORATE PAYM	Amazon	Ebook - Kindle	0	06/29/2016	07/25/2016	6.41
	US BANK CORPORATE PAYM	Amazon	Ebook - Kindle	0	06/25/2016	07/25/2016	10.69
	US BANK CORPORATE PAYM	Amazon	Ebook - Kindle	0	06/30/2016	07/25/2016	17.99
							2,166.60
							9,451.75

Total Dept. Library: 9,451.75

Dept: 220.000 911 center

001-220.000-726.200 Telephone

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	WINDSTREAM COMMUNICA7	090212392	City phones 7/4-8/3/16	0	07/07/2016	07/25/2016	4,453.12
	WINDSTREAM COMMUNICA7	090219386	Pks/rec alarm 7/4-8/3/16	0	07/07/2016	07/25/2016	98.50
	WINDSTREAM COMMUNICA7	090223888	Library alarm 7/4-8/3/16	0	07/07/2016	07/25/2016	16.83
	WINDSTREAM COMMUNICA7	090223889	Museum alarm 7/4-8/3/16	0	07/07/2016	07/25/2016	16.83
	WINDSTREAM COMMUNICA7	090223890	Eng alarm 7/4-8/3/16	0	07/07/2016	07/25/2016	16.83
	WINDSTREAM COMMUNICA7	090229723	Lincoln Pk fire 7/4-8/3/16	0	07/07/2016	07/25/2016	119.74
	WINDSTREAM COMMUNICA7	090239051	Silent Knight phone 7/4-8/3/16	0	07/07/2016	07/25/2016	108.52
							4,830.37
001-220.000-730.050	Office Supplie						
	QUILL CORPORATION	6871465	Cartridge - 911	0	06/23/2016	07/25/2016	175.49
							175.49
						Total Dept. 911 center:	5,005.86
Dept: 230.000 Hastings Fire & Re:							
001-230.000-720.300	Professional						
	ESSENTIAL SCREENS	3143	Harpham,Hensley,Hilligas,Houck	0	07/01/2016	07/25/2016	257.40
	FLATWATER TECHNOLOGIE	2014-4598	Repair email issues	0	06/28/2016	07/25/2016	22.50
							279.90
001-230.000-720.350	Training & Cr						
	US BANK CORPORATE PAYM	American Airlines	Airfare-C Smith-FRI conf	0	06/30/2016	07/25/2016	366.70
	US BANK CORPORATE PAYM	Fire Rescue Int'l	FRI conf registration- C Smith	0	07/06/2016	07/25/2016	625.00
	US BANK CORPORATE PAYM	American Airlines	Airfare-Ishii-FRI conf	0	07/06/2016	07/25/2016	400.70
	US BANK CORPORATE PAYM	Fire Rescue Int'l	FRI conf registration - Ishii	0	07/06/2016	07/25/2016	720.00
	US BANK CORPORATE PAYM	American Airlines	Airfare-Henry-FRI conf	0	07/01/2016	07/25/2016	366.70
	US BANK CORPORATE PAYM	Fire Rescue Int'l	FRI conf registration - Henry	0	07/01/2016	07/25/2016	595.00
							3,074.10
001-230.000-720.425	Vol. Fire Res						
	BIG G COMMERCIAL ACCOU	542403	Paint,padlock,screw driver	0	06/30/2016	07/25/2016	25.43
	SHIRT SHACK HASTINGS	h1498	2 plaques & engraving - July 4	0	07/01/2016	07/25/2016	79.78
							105.21
001-230.000-726.050	Electricity						
	HASTINGS UTILITIES	10128	Electricity June 2016	0	07/23/2016	07/25/2016	1,968.57
							1,968.57
001-230.000-726.100	Natural Gas						
	HASTINGS UTILITIES	02070920	HPS utilities 4/29-5/31/16	0	05/31/2016	07/25/2016	21.53
	HASTINGS UTILITIES	20751290	LPS utilities 5/19-6/22/16	0	06/22/2016	07/25/2016	26.67
							48.20
001-230.000-726.150	Sewer						
	HASTINGS UTILITIES	02070920	HPS utilities 4/29-5/31/16	0	05/31/2016	07/25/2016	52.73
	HASTINGS UTILITIES	20751290	LPS utilities 5/19-6/22/16	0	06/22/2016	07/25/2016	54.91
							107.64
001-230.000-726.200	Telephone						
	CHARTER COMMUNICATION	0006486	HPS internet 7/1-7/31/16	0	06/20/2016	07/25/2016	150.88
	CHARTER COMMUNICATION	0039545	LPS internet 7/1-7/31/16	0	06/20/2016	07/25/2016	89.19
	VERIZON WIRELESS	9768223911	Cell phones 6/7-7/6/16	0	07/06/2016	07/25/2016	288.58
	WINDSTREAM COMMUNICA7	090212392	City phones 7/4-8/3/16	0	07/07/2016	07/25/2016	14.80
							543.45
001-230.000-726.250	Water						
	HASTINGS UTILITIES	02070920	HPS utilities 4/29-5/31/16	0	05/31/2016	07/25/2016	81.52
	HASTINGS UTILITIES	20751290	LPS utilities 5/19-6/22/16	0	06/22/2016	07/25/2016	92.41
							173.93
001-230.000-727.201	R & M Groun						
	MENARDS - HASTINGS	10832	Groundclear	0	07/07/2016	07/25/2016	18.76

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							18.76
001-230.000-727.400	R & M Comm						
	PLATTE VALLEY COMMUNIC.	28952	Amplifier for bsmt,mnt brckts	0	06/29/2016	07/25/2016	1,734.90
							1,734.90
001-230.000-727.800	R & M Vehicle						
	CENTRAL NE BOBCAT	087407	Service Bobcat for July 4th	0	06/30/2016	07/25/2016	241.72
	NE MACHINERY CO.	INV125393	Q-5 repair air compressor	0	06/30/2016	07/25/2016	228.00
	NE MACHINERY CO.	INV125394	L-1 replace 4 batteries	0	06/30/2016	07/25/2016	1,251.30
	O'REILLY AUTO PARTS	764-480262	Cobra 3 - solenoid	0	07/03/2016	07/25/2016	13.22
	SPADY CHEVROLET,GMC,C/	94903	Cobra 3 - alignment	0	05/04/2016	07/25/2016	78.18
							1,812.42
001-230.000-731.250	Fuel & Oil						
	US BANK CORPORATE PAYM	Ampride	Fuel	0	06/24/2016	07/25/2016	14.00
							14.00
001-230.000-737.200	Building Maint						
	CULLIGAN OF HASTINGS	4315431	RO rental - July 2016	0	07/01/2016	07/25/2016	26.00
	CULLIGAN OF HASTINGS	4315441	RO rental - July 2016	0	07/01/2016	07/25/2016	26.00
	CULLIGAN OF HASTINGS	4315451	RO rental - July 2016	0	07/01/2016	07/25/2016	26.00
	ECHO SYSTEMS	S6822068.001	Light bulbs	0	06/27/2016	07/25/2016	78.30
	WAL-MART COMMUNITY	05874	Cleaning supplies	0	07/07/2016	07/25/2016	62.98
	WAL-MART COMMUNITY	3555	Cleaning supplies	0	07/08/2016	07/25/2016	5.64
							224.92
001-230.000-737.705	Shop Supplies						
	BIG G COMMERCIAL ACCOU	542207	Fasteners	0	06/29/2016	07/25/2016	0.59
	BIG G COMMERCIAL ACCOU	542912	Cleaner, PVC cement	0	07/07/2016	07/25/2016	9.19
							9.78
Total Dept. Hastings Fire & Rescue:							10,115.78
Dept: 230.300 Ambulance Service							
001-230.300-720.304	Billing/collect						
	EMS BILLING SERVICES, INC	20162017	EMS billing svcs - May 2016	0	07/01/2016	07/25/2016	6,441.80
							6,441.80
001-230.300-726.200	Telephone						
	VERIZON WIRELESS	9768223911	Cell phones 6/7-7/6/16	0	07/06/2016	07/25/2016	345.00
	VERIZON WIRELESS	9768223913	Ambulance-iPads 6/7-7/6/16	0	07/06/2016	07/25/2016	320.08
	VERIZON WIRELESS	9768223912	Ambulance-iPads 6/7-7/6/16	0	07/06/2016	07/25/2016	105.84
							770.92
001-230.300-731.350	Medical Supp						
	ALAMAR UNIFORMS	516202	Class B uniform shirts	0	06/28/2016	07/25/2016	181.86
	BOUND TREE MEDICAL LLC	82191140	Medical supplies	0	06/27/2016	07/25/2016	2,077.50
	BOUND TREE MEDICAL LLC	82192567	Medical supplies	0	06/28/2016	07/25/2016	102.43
	BOUND TREE MEDICAL LLC	82195541	Medical supplies	0	06/30/2016	07/25/2016	51.89
	BOUND TREE MEDICAL LLC	82198859	Medical supplies	0	07/05/2016	07/25/2016	800.80
	CROSIER PARK PHARMACY	5917	Drugs	0	06/02/2016	07/25/2016	216.00
	CROSIER PARK PHARMACY	6342	Drugs	0	06/14/2016	07/25/2016	196.00
	CROSIER PARK PHARMACY	6623	Drugs	0	06/21/2016	07/25/2016	122.00
	CROSIER PARK PHARMACY	6813	Drugs	0	06/27/2016	07/25/2016	75.00
	CROSIER PARK PHARMACY	1083	Drugs	0	06/16/2016	07/25/2016	2.19
	ZOLL MEDICAL CORPORATIO	2394083	Medical supplies	0	06/24/2016	07/25/2016	510.00
	ZOLL MEDICAL CORPORATIO	2396138	Medical supplies	0	06/29/2016	07/25/2016	296.25
							4,631.92
001-230.300-731.650	Uniform Allow						
	MUNICIPAL EMERGENCY SE	IN1040804	Uniform pants	0	06/20/2016	07/25/2016	39.12

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							39.12
Total Dept. Ambulance Service:							11,883.76
Dept: 240.000 Police							
001-240.000-720.300 Professional							
	CHARTER COMMUNICATION	0035568	Internet svc 7/3-8/2/16	0	06/26/2016	07/25/2016	239.83
	PEREZ/ZULMA K//		Interpreter 1 hr, 27 min	0	07/02/2016	07/25/2016	50.00
	TRANSUNION RISK & ALTER	569373	Service 6/1-6/30/16	0	07/01/2016	07/25/2016	111.75
							401.58
001-240.000-720.350 Training & Cc							
	US BANK CORPORATE PAYM	Delta Air	Airfare - L Johnson	0	06/24/2016	07/25/2016	612.70
	US BANK CORPORATE PAYM	Casey's	Fuel - Wennekamp	0	06/20/2016	07/25/2016	26.25
	US BANK CORPORATE PAYM	Quiktrip	Fuel - Wennekamp	0	06/27/2016	07/25/2016	30.21
	US BANK CORPORATE PAYM	Quiktrip	Fuel - Wennekamp	0	06/27/2016	07/25/2016	10.84
	US BANK CORPORATE PAYM	Valley West	Fuel - Wennekamp	0	06/24/2016	07/25/2016	23.20
	US BANK CORPORATE PAYM	Texas Roadhouse	Food - Wennekamp	0	06/19/2016	07/25/2016	16.83
	US BANK CORPORATE PAYM	Panera Bread	Food - Wennekamp	0	06/20/2016	07/25/2016	11.96
	US BANK CORPORATE PAYM	Wasabi Tao	Food - Wennekamp	0	06/20/2016	07/25/2016	19.46
	US BANK CORPORATE PAYM	HyVee	Food - Wennekamp	0	06/21/2016	07/25/2016	7.41
	US BANK CORPORATE PAYM	Pancheros Grill	Food - Wennekamp	0	06/21/2016	07/25/2016	7.95
	US BANK CORPORATE PAYM	Wasabi Tao	Food - Wennekamp	0	06/21/2016	07/25/2016	22.36
	US BANK CORPORATE PAYM	Exchange	Food - Wennekamp	0	06/22/2016	07/25/2016	5.88
	US BANK CORPORATE PAYM	Pancheros Grill	Food - Wennekamp	0	06/22/2016	07/25/2016	9.01
	US BANK CORPORATE PAYM	Texas Roadhouse	Food - Wennekamp	0	06/22/2016	07/25/2016	20.50
	US BANK CORPORATE PAYM	Exchange	Food - Wennekamp	0	06/23/2016	07/25/2016	6.49
	US BANK CORPORATE PAYM	Inshop	Food - Wennekamp	0	06/23/2016	07/25/2016	11.21
	US BANK CORPORATE PAYM	HyVee	Food - Wennekamp	0	06/23/2016	07/25/2016	24.88
	US BANK CORPORATE PAYM	Wasabi Chi	Food - Wennekamp	0	06/24/2016	07/25/2016	11.47
	US BANK CORPORATE PAYM	Exchange	Food - Wennekamp	0	06/24/2016	07/25/2016	6.49
	US BANK CORPORATE PAYM	Panera Bread	Food - Wennekamp	0	06/27/2016	07/25/2016	11.96
	US BANK CORPORATE PAYM	Exchange	Food - Wennekamp	0	06/27/2016	07/25/2016	5.88
	US BANK CORPORATE PAYM	Wasabi Tao	Food - Wennekamp	0	06/27/2016	07/25/2016	25.37
	US BANK CORPORATE PAYM	Exchange	Food - Wennekamp	0	06/28/2016	07/25/2016	5.88
	US BANK CORPORATE PAYM	Pancheros Grill	Food - Wennekamp	0	06/28/2016	07/25/2016	9.01
	US BANK CORPORATE PAYM	Texas Roadhouse	Food - Wennekamp	0	06/28/2016	07/25/2016	21.73
	US BANK CORPORATE PAYM	Pancheros Grill	Food - Wennekamp	0	06/29/2016	07/25/2016	12.19
	US BANK CORPORATE PAYM	Exchange	Food - Wennekamp	0	06/29/2016	07/25/2016	8.47
	US BANK CORPORATE PAYM	China Cafe	Food - Wennekamp	0	06/29/2016	07/25/2016	13.56
	US BANK CORPORATE PAYM	HyVee	Food - Wennekamp	0	06/29/2016	07/25/2016	18.66
							1,017.81
001-240.000-721.050 Postage							
	POLICE DEPT. - PETTY CASI		Postage	0	06/24/2016	07/25/2016	5.97
	US BANK CORPORATE PAYM	USPS	Postage	0	06/27/2016	07/25/2016	17.28
	US BANK CORPORATE PAYM	USPS	Postage	0	06/28/2016	07/25/2016	8.45
	US BANK CORPORATE PAYM	USPS	Postage	0	06/29/2016	07/25/2016	9.59
	US BANK CORPORATE PAYM	USPS	Postage	0	07/01/2016	07/25/2016	3.14
							44.43
001-240.000-724.050 Printing							
	CORNHUSKER PRESS	P178352	3000 labels, evidence supp	0	06/23/2016	07/25/2016	408.24
	CORNHUSKER PRESS	P178353	500 tags-loaded weapon-evidenc	0	06/23/2016	07/25/2016	217.40
	CORNHUSKER PRESS	P178354	1000 post cards-evidence	0	06/23/2016	07/25/2016	76.43
	EAKES OFFICE SOLUTIONS	S128003	Copy overages	0	06/24/2016	07/25/2016	120.28
	EAKES OFFICE SOLUTIONS	7017100	Card stock - CSO	0	07/06/2016	07/25/2016	14.89
							837.24
001-240.000-726.050 Electricity							
	HASTINGS UTILITIES	10128	Electricity June 2016	0	07/23/2016	07/25/2016	4,568.26
							4,568.26

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001-240.000-726.200 Telephone	WINDSTREAM COMMUNICATIONS	090212392	City phones 7/4-8/3/16	0	07/07/2016	07/25/2016	53.13
							53.13
001-240.000-727.200 R & M Buildir	ARAMARK UNIFORM SERVICE	1900246998	Towels, mats	0	06/28/2016	07/25/2016	90.14
	US BANK CORPORATE PAYMENT	Amazon	30W wall chrgr-training room	0	06/27/2016	07/25/2016	14.99
	US BANK CORPORATE PAYMENT	Remember the Filter	36 furnace filters	0	06/29/2016	07/25/2016	565.94
							671.07
001-240.000-727.206 Mowing Prop	VAREL/VINCENT H.//		N Shore,314 & 515 S Hastings	0	07/04/2016	07/25/2016	100.00
							100.00
001-240.000-727.600 R & M Office	COMPUTER HARDWARE	H15986	2 iPad Air - new officers	0	06/22/2016	07/25/2016	798.00
	WAL-MART COMMUNITY	08729	Britta water syst/filter-911	0	06/29/2016	07/25/2016	33.72
							831.72
001-240.000-727.800 R & M Vehicle	ACE AUTOMOTIVE, INC.	35226	Oil change #49	0	07/01/2016	07/25/2016	39.98
	ACE AUTOMOTIVE, INC.	35225	Battery #67	0	07/01/2016	07/25/2016	234.71
	WAL-MART COMMUNITY	09309	Vehicle maint supplies, water	0	06/27/2016	07/25/2016	43.14
							317.83
001-240.000-730.050 Office Supplies	WAL-MART COMMUNITY	00791	Pens,batt,tape,screen protectr	0	07/06/2016	07/25/2016	92.82
							92.82
001-240.000-731.200 Food Supplies	WAL-MART COMMUNITY	09309	Vehicle maint supplies, water	0	06/27/2016	07/25/2016	5.55
							5.55
001-240.000-731.650 Uniform Allow	JACK'S UNIFORMS & EQUIPMENT	60192A	Uniform for Hanson	0	06/27/2016	07/25/2016	886.15
	JACK'S UNIFORMS & EQUIPMENT	60313A	Uniform for Dawe	0	06/27/2016	07/25/2016	1,013.45
	JACK'S UNIFORMS & EQUIPMENT	60386A	Uniform for Ditter	0	06/27/2016	07/25/2016	936.55
	JACK'S UNIFORMS & EQUIPMENT	60314A	Uniform for Barron	0	06/27/2016	07/25/2016	797.15
							3,633.30
001-240.000-731.700 Wearing Apparel	JACK'S UNIFORMS & EQUIPMENT	59870A	Outer vest carrier-Wennekamp	0	06/30/2016	07/25/2016	163.94
							163.94
001-240.000-738.055 Field Equipm	S.O.S. PORTABLE TOILET INC.	35163	Toilet at firing range	0	06/24/2016	07/25/2016	50.00
	US BANK CORPORATE PAYMENT	Hazard 4	Big Koala	0	06/29/2016	07/25/2016	23.80
	US BANK CORPORATE PAYMENT	High Speed Gear	Merchant order	0	06/29/2016	07/25/2016	63.08
	WAL-MART COMMUNITY	00675	Sunscreen	0	06/30/2016	07/25/2016	24.91
							161.79
Total Dept. Police:							12,900.47
Dept: 330.200 Storm Water Manag							
001-330.200-723.050 Advertising	KSNB TV	336518-3	Ads 4/7-6/26/16	0	06/26/2016	07/25/2016	485.00
							485.00
Total Dept. Storm Water Management:							485.00
Dept: 620.000 Airport							
001-620.000-726.050 Electricity	HASTINGS UTILITIES	10128	Electricity June 2016	0	07/23/2016	07/25/2016	837.20

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							837.20
001-620.000-726.200	Telephone VERIZON WIRELESS	9768223911	Cell phones 6/7-7/6/16	0	07/06/2016	07/25/2016	33.93
							33.93
001-620.000-727.200	R & M Buildir GRACE'S LOCKSMITH SERV PARAMOUNT LINEN QUALITY SOUND & COMMUN	56518 07215 52968	Bldg #5/units 7&11-2 keys Mats/coveralls Drinking wtr systm 8/1-10/31	0 0 0	07/05/2016 07/01/2016 07/01/2016	07/25/2016 07/25/2016 07/25/2016	8.00 17.35 147.00
							172.35
001-620.000-727.700	R & M Tools & HASTINGS OUTDOOR POWE	7122	Rewind sprng-trlr,misc supp	0	06/27/2016	07/25/2016	8.22
							8.22
001-620.000-729.150	Other Operat ALL FLAGS, ETC	45181	3-3x5, 2-6x10 Am flags	0	07/01/2016	07/25/2016	189.00
							189.00
001-620.000-731.255	Fuel & Oil Re BOSELMAN ENERGY, INC. YANT EQUIPMENT CO., INC.	28-6127870032 L 103122	AV gas 1500gals,Jet A 2999gals Rep Jet A inj pump-fuel island	0 0	07/05/2016 06/22/2016	07/25/2016 07/25/2016	12,398.21 1,039.05
							13,437.26
Total Dept. Airport:							14,677.96
Total Fund GENERAL FUND:							141,366.61
Fund: 111 1999 BUSINESS IMPROVEMENT DISTRICT Dept: 000.000							
111-000.000-729.150	Other Operati HASTINGS UTILITIES	18690528	Utilities 5/19-6/20/16	0	06/20/2016	07/25/2016	40.09
							40.09
111-000.000-737.200	Building Main WOODWARD'S DISPOSAL SE	8679-771	Service 6/16	0	06/27/2016	07/25/2016	25.00
							25.00
Total Dept. 000000:							65.09
ESS IMPROVEMENT DIST:							65.09
Fund: 120 COMMUNITY DEVELOPMENT Dept: 420.321 Resurface Grant 15-CR-008							
120-420.321-742.228	Garfield - A S SO CENT ECONOMIC DEV D	564	Admin 15-CR-008 draw #2	0	06/27/2016	07/25/2016	5,775.00
							5,775.00
Total Dept. Resurface Grant 15-CR-008:							5,775.00
TY DEVELOPMENT FUND:							5,775.00
Fund: 125 S LANDFILL CAP FUND Dept: 125.000 S landfill cap							
125-125.000-729.411	EPA Oversight GEOSYNTEC CONSULTANTS	17160662	Services thru 5/31/16	0	06/07/2016	07/25/2016	389.17
							389.17
Total Dept. S landfill cap:							389.17

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d S LANDFILL CAP FUND:							389.17
Fund: 130 LIBRARY GRANT FUND							
Dept: 000.000							
130-000.000-720.357	Library Progr						
	US BANK CORPORATE PAYM	Demco	Bookmarks SRP	0	07/01/2016	07/25/2016	108.20
	US BANK CORPORATE PAYM	Dollar Tree	Pool noodles SRP children	0	06/27/2016	07/25/2016	76.00
	US BANK CORPORATE PAYM	Jerrys Artarama	Studio easel SRP childrens	0	06/27/2016	07/25/2016	60.94
	WAL-MART COMMUNITY	05314	Childrens SRP items	0	06/27/2016	07/25/2016	75.75
	WAL-MART COMMUNITY	09776	Teen SRP items	0	07/02/2016	07/25/2016	12.20
	WILHELMS/CHRISTINA//	SRP071916	Hula hoops & nutrition	0	07/19/2016	07/25/2016	300.00
							633.09
Total Dept. 000000:							633.09
d LIBRARY GRANT FUND:							633.09
Fund: 170 MUSEUM FUND							
Dept: 000.000							
170-000.000-443.070	Store Sales						
	MUSEUM - FOUNDATION		Peggy Karr glass-fundraiser	0	06/30/2016	07/25/2016	30.00
	THEESEN/KENT//		Photo card consignment	0	06/30/2016	07/25/2016	22.50
							52.50
Total Dept. 000000:							52.50
Dept: 170.100 Museum administr							
170-170.100-721.100	Shipping						
	WARRELL CORPORATION/TH	PS100532302	Crystal sticks, freight	0	06/21/2016	07/25/2016	49.85
	WOWTOYZ	38670	Soldiers & Rockets, freight	0	06/14/2016	07/25/2016	33.33
							83.18
170-170.100-723.050	Advertising						
	BH MEDIA GROUP	10092103	4 movie ads-movie of the week	0	06/26/2016	07/25/2016	174.00
	HASTINGS TRIBUNE	202820	13 theatre/2 TV ads,vis guide	0	06/30/2016	07/25/2016	1,023.27
	KEARNEY HUB	101030	12 units of Bravo ads	0	06/26/2016	07/25/2016	132.00
	KHGI-KWNB TV	32748-1	National Parks full run	0	06/26/2016	07/25/2016	2,470.00
	MUSEUM	001000349	Gift certs for marketing	0	11/24/2015	07/25/2016	900.00
							4,699.27
170-170.100-726.050	Electricity						
	HASTINGS UTILITIES	10128	Electricity June 2016	0	07/23/2016	07/25/2016	-900.00
	HASTINGS UTILITIES	10128	Electricity June 2016	0	07/23/2016	07/25/2016	7,206.66
							6,306.66
170-170.100-726.100	Natural Gas						
	HASTINGS UTILITIES	02070930	Utilities 4/29-5/31/16	0	07/01/2016	07/25/2016	466.11
							466.11
170-170.100-726.150	Sewer						
	HASTINGS UTILITIES	02070930	Utilities 4/29-5/31/16	0	07/01/2016	07/25/2016	102.87
							102.87
170-170.100-726.200	Telephone						
	WINDSTREAM COMMUNICAT	090212392	City phones 7/4-8/3/16	0	07/07/2016	07/25/2016	118.59
							118.59
170-170.100-726.250	Water						
	HASTINGS UTILITIES	02070930	Utilities 4/29-5/31/16	0	07/01/2016	07/25/2016	233.68
							233.68
170-170.100-727.200	R & M Buildir						

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	ZIEMBA ROOFING CO.	8271	Roof repairs	0	06/30/2016	07/25/2016	162.00
							162.00
170-170.100-727.600	R & M Office						
	HOMETOWN LEASING	37-40	Jun-Sept 2016 copier lease pmt	0	06/20/2016	07/25/2016	1,146.92
	WAL-MART COMMUNITY	03363	First aid kit & padlocks	0	06/25/2016	07/25/2016	16.19
							1,163.11
170-170.100-728.150	Film Royalty						
	3D ENTERTAINMENT DISTRI		Secret Ocean June royalties	0	06/30/2016	07/25/2016	393.68
	BIG & DIGITAL, LLC		The Gruffalo royalties	0	07/01/2016	07/25/2016	77.58
	GIANT SCREEN FILMS		Tiny Giants royalties 35%	0	07/01/2016	07/25/2016	467.05
	NAT'L GEOGRAPHIC		Pandas royalties June 2016	0	06/30/2016	07/25/2016	17.59
	REAL D INC.	June	June's 3D payment	0	07/01/2016	07/25/2016	311.00
	REAL D INC.	June	Royalties - June 2016	0	06/30/2016	07/25/2016	311.00
	WALT DISNEY STUDIO MOTI		Jungle Book royalties	0	06/24/2016	07/25/2016	743.58
							2,321.48
170-170.100-729.050	Dues & Subs						
	NE TRAVEL ASSOCIATION	6738	2016-17 membership dues	0	07/01/2016	07/25/2016	150.00
	SAM'S CLUB	3410554378703	Primary membership & 1 free	0	06/14/2016	07/25/2016	45.00
							195.00
170-170.100-729.150	Other Operat						
	ESSENTIAL SCREENS	3143	Francisco Roman	0	07/01/2016	07/25/2016	41.00
							41.00
170-170.100-731.205	Concessions						
	PEPSI-COLA BOTTLING CO.	6157277	Soda for vending	0	06/28/2016	07/25/2016	305.00
	PEPSI-COLA BOTTLING CO.	6157755	Soda for vending	0	07/06/2016	07/25/2016	126.00
							431.00
170-170.100-731.210	Store Merch						
	WARRELL CORPORATION/TH	PS100532302	Crystal sticks, freight	0	06/21/2016	07/25/2016	352.80
	WOWTOYZ	38670	Soldiers & Rockets, freight	0	06/14/2016	07/25/2016	265.92
							618.72
170-170.100-731.215	Penny Press						
	PENNY MEN/THE//	June	June's payment	0	07/01/2016	07/25/2016	75.42
							75.42
170-170.100-731.408	Educational E						
	MENARDS - HASTINGS	09395	Zip ties	0	06/19/2016	07/25/2016	19.96
	WAL-MART COMMUNITY	09587	Volunteer badges & duct tape	0	06/15/2016	07/25/2016	87.38
	WAL-MART COMMUNITY	06421	T-shirts	0	06/20/2016	07/25/2016	110.84
							218.18
170-170.100-731.700	Wearing App						
	IN STITCHES EMBROIDERY	274545	5 polos & embroidery	0	06/29/2016	07/25/2016	94.95
							94.95
170-170.100-737.200	Building Mair						
	NE TRANSPORT COMPANY	37441235	Paper supplies shipping chrgs	0	07/06/2016	07/25/2016	89.25
							89.25
170-170.100-737.210	Exhibit Suppl						
	BIG G COMMERCIAL ACCOU	542324	All plastics bonding	0	06/30/2016	07/25/2016	4.67
	BIG G COMMERCIAL ACCOU	542693	Rod thread,tubes,misc fstnrs	0	07/05/2016	07/25/2016	18.54
	BIG G COMMERCIAL ACCOU	542865	Glue plastic welder	0	07/06/2016	07/25/2016	9.34
	MENARDS - HASTINGS	10278	5 second fix	0	06/30/2016	07/25/2016	9.88
	SCENTAIR TECHNOLOGIES I	0003813641	Scentair July-Aug 2016	0	07/01/2016	07/25/2016	59.00
	SHERWIN-WILLIAMS	8094-0	Paint for Polar Bear exhibit	0	06/22/2016	07/25/2016	98.82
	SHERWIN-WILLIAMS	8271-4	Paint for Polar Bear exhibit	0	06/30/2016	07/25/2016	34.47

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	STAGING CONCEPTS	31210	Shipping for stage	0	06/24/2016	07/25/2016	1,475.00
							1,709.72
170-170.100-737.212	Event Expenses						
	MURPHY'S WAGON WHEEL,	1523	Member celebration food	0	06/16/2016	07/25/2016	3,456.25
							3,456.25
							22,586.44
							22,638.94
Fund: 180 STREET FUND							
Dept: 000.000							
180-000.000-724.050	Printing						
	EAKES OFFICE SOLUTIONS	S128324	Copies April - June 2016	0	06/26/2016	07/25/2016	402.98
							402.98
180-000.000-726.050	Electricity						
	HASTINGS UTILITIES	10128	Electricity June 2016	0	07/23/2016	07/25/2016	1,006.88
							1,006.88
180-000.000-726.060	Traffic Signal						
	HASTINGS UTILITIES	10152	Traffic lights June	0	06/16/2016	07/25/2016	898.10
							898.10
180-000.000-726.100	Natural Gas						
	HASTINGS UTILITIES	09330010	1100 West A 5/6-6/7/16	0	06/07/2016	07/25/2016	8.40
	HASTINGS UTILITIES	09330020	1010 West A 5/6-6/7/16	0	06/07/2016	07/25/2016	35.75
							44.15
180-000.000-726.150	Sewer						
	HASTINGS UTILITIES	09330020	1010 West A 5/6-6/7/16	0	06/07/2016	07/25/2016	102.87
							102.87
180-000.000-726.200	Telephone						
	VERIZON WIRELESS	9768223911	Cell phones 6/7-7/6/16	0	07/06/2016	07/25/2016	192.63
	VERIZON WIRELESS	9768223911	Cell phones 6/7-7/6/16	0	07/06/2016	07/25/2016	101.43
	WINDSTREAM COMMUNICATIONS	090212392	City phones 7/4-8/3/16	0	07/07/2016	07/25/2016	20.74
							314.80
180-000.000-726.250	Water						
	HASTINGS UTILITIES	09330010	1100 West A 5/6-6/7/16	0	06/07/2016	07/25/2016	24.31
	HASTINGS UTILITIES	09330020	1010 West A 5/6-6/7/16	0	06/07/2016	07/25/2016	69.08
							93.39
180-000.000-727.500	R & M Heavy						
	ACE AUTOMOTIVE, INC.	34898	A/C repair #65	0	06/28/2016	07/25/2016	118.00
	AUTO VALUE-HASTINGS	70-455844	Compression sleeve #47	0	06/27/2016	07/25/2016	3.60
	AUTO VALUE-HASTINGS	70-456132	Plug for post driver #52	0	07/01/2016	07/25/2016	1.67
	GARRETT TIRES AND TREATMENT	108350	Flat tire repair #57	0	06/28/2016	07/25/2016	115.50
	HASTINGS OUTDOOR POWER EQUIPMENT, INC.	6992	Fuel pump #53	0	06/20/2016	07/25/2016	10.78
	KULLY PIPE & STEEL SUPPLY	651691	Channel iron #47	0	06/24/2016	07/25/2016	12.84
	L C L TRUCK EQUIPMENT, INC.	143710	Dump hinge #47	0	06/29/2016	07/25/2016	62.34
	NAPA AUTO PARTS	638607	Filters	0	06/27/2016	07/25/2016	18.33
	NE MACHINERY CO.	CUI256049	Tilt spring #33	0	06/22/2016	07/25/2016	60.58
	NE MACHINERY CO.	INV123120	Service call #14	0	06/20/2016	07/25/2016	178.50
	PROTEX CENTRAL, INC.	IN00071049	Fire ext testing & recharge	0	06/20/2016	07/25/2016	791.50
	PROTEX CENTRAL, INC.	IN00071051	Tag inspection and service	0	06/20/2016	07/25/2016	35.00
	PROTEX CENTRAL, INC.	IN00071050	Tag inspection and service	0	06/20/2016	07/25/2016	35.00
	SUNBELT RENTALS	61557853-001	961 screw jack	0	07/05/2016	07/25/2016	100.46
	THREE POINTS TIRE	14791	Flat tire repair #902	0	06/29/2016	07/25/2016	16.00
	TURFWERKS	OI39720	Spanner & spacer #906	0	06/22/2016	07/25/2016	46.87
	TURFWERKS	OI39720A	Spacer #906	0	06/24/2016	07/25/2016	15.58

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	UNIVERSAL HYDRAULICS, IN	22856	Seal kit #41	0	06/16/2016	07/25/2016	35.00
	UNIVERSAL HYDRAULICS, IN	22767	Hydraulic hose #30	0	06/02/2016	07/25/2016	185.47
							1,843.02
180-000.000-727.710	R & M Traffic						
	HASTINGS UTILITIES	2-5418	Maint/oper sch/traf sgnls-June	0	07/05/2016	07/25/2016	2,423.87
							2,423.87
180-000.000-727.800	R & M Vehicle						
	GARRETT TIRES AND TREAT	108443	Flat tire repair #52	0	07/01/2016	07/25/2016	11.00
	J&M STEEL	37756	Tire #52	0	07/01/2016	07/25/2016	20.00
							31.00
180-000.000-729.050	Dues & Subs						
	CHARTER COMMUNICATION	0034330	Internet 7/4-8/3/16	0	06/26/2016	07/25/2016	55.00
							55.00
180-000.000-729.150	Other Operat						
	BIG G COMMERCIAL ACCOU	540749	Mower parts for air lines	0	06/16/2016	07/25/2016	19.84
	BIG G COMMERCIAL ACCOU	541804	Spare keys made	0	06/24/2016	07/25/2016	4.50
	ESSENTIAL SCREENS	3143	Criminal history - J Reining	0	07/01/2016	07/25/2016	47.75
	US BANK CORPORATE PAYM	Orschelns	Twine July 4th parking divider	0	06/28/2016	07/25/2016	39.99
							112.08
180-000.000-730.050	Office Supplie						
	BUSINESS WORLD PRODUC	16796	Supplies, 11x17 ledger paper	0	07/11/2016	07/25/2016	58.99
	WAL-MART COMMUNITY	06816	Supplies	0	07/06/2016	07/25/2016	16.36
							75.35
180-000.000-730.100	Books & Map						
	US BANK CORPORATE PAYM	AASHTO Bookstore	Guide for bicycle facilities	0	07/06/2016	07/25/2016	156.00
							156.00
180-000.000-731.050	Asphalt & Ce						
	CONSOLIDATED CONCRETE	207157	8.5 cy L3500	0	06/01/2016	07/25/2016	867.00
	CONSOLIDATED CONCRETE	207216	9.5 cy L3500	0	06/02/2016	07/25/2016	969.00
	CONSOLIDATED CONCRETE	200922	5.5 cy L3500	0	06/03/2016	07/25/2016	572.00
	CONSOLIDATED CONCRETE	207486	15 cy L3500	0	06/07/2016	07/25/2016	1,542.00
	CONSOLIDATED CONCRETE	207546	7 cy L3500	0	06/08/2016	07/25/2016	714.00
	CONSOLIDATED CONCRETE	207613	12 cy L3500	0	06/09/2016	07/25/2016	1,248.00
	CONSOLIDATED CONCRETE	207688	12.5 cy L3500	0	06/10/2016	07/25/2016	1,286.00
	CONSOLIDATED CONCRETE	207790	2.5 cy L3500	0	06/13/2016	07/25/2016	270.00
	CONSOLIDATED CONCRETE	201288	.5 cy L3500	0	06/14/2016	07/25/2016	75.00
	CONSOLIDATED CONCRETE	207949	7.75 cy L3500	0	06/16/2016	07/25/2016	820.94
	CONSOLIDATED CONCRETE	208021	6.5 cy L3500	0	06/17/2016	07/25/2016	676.00
	CONSOLIDATED CONCRETE	208116	7.5 cy L3500	0	06/20/2016	07/25/2016	789.00
	CONSOLIDATED CONCRETE	208167	8 cy L3500	0	06/21/2016	07/25/2016	822.00
	CONSOLIDATED CONCRETE	208264	4.75 cy L3500	0	06/22/2016	07/25/2016	513.00
	CONSOLIDATED CONCRETE	208353	3.5 cy L3500	0	06/23/2016	07/25/2016	371.00
	CONSOLIDATED CONCRETE	208396	16 cy L3500	0	06/24/2016	07/25/2016	1,657.00
	CONSOLIDATED CONCRETE	208478	11 cy L3500	0	06/27/2016	07/25/2016	1,144.00
	CONSOLIDATED CONCRETE	208536	11.25 cy L3500	0	06/28/2016	07/25/2016	1,170.00
	CONSOLIDATED CONCRETE	208614	9.25 cy L3500	0	06/29/2016	07/25/2016	969.50
	CONSOLIDATED CONCRETE	208688	18 cy L3500	0	06/30/2016	07/25/2016	1,865.00
	HATTEN ELECTRIC SERVICE	0063307-IN	Brushes for screed #67	0	06/29/2016	07/25/2016	5.00

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	J.I.L. ASPHALT PAVING CO.	160098	3.02 tons type C asphalt	0	06/17/2016	07/25/2016	169.57
	J.I.L. ASPHALT PAVING CO.	160095	2.25 tons type C asphalt	0	06/16/2016	07/25/2016	126.34
	J.I.L. ASPHALT PAVING CO.	160089	2.76 tons type B asphalt	0	06/15/2016	07/25/2016	111.37
	J.I.L. ASPHALT PAVING CO.	160085	3.31 tons type B asphalt	0	06/14/2016	07/25/2016	133.56
	J.I.L. ASPHALT PAVING CO.	160124	2.0 tons SPR asphalt	0	06/24/2016	07/25/2016	98.80
	J.I.L. ASPHALT PAVING CO.	160118	4.03 tons Rap asphalt	0	06/23/2016	07/25/2016	162.61
	J.I.L. ASPHALT PAVING CO.	160105	3.53 tons type C asphalt	0	06/22/2016	07/25/2016	198.21
	J.I.L. ASPHALT PAVING CO.	160101	3.51 tons type C asphalt	0	06/20/2016	07/25/2016	197.09
	J.I.L. ASPHALT PAVING CO.	160150	3.53 tons SPR asphalt	0	07/30/2016	07/25/2016	174.38
	J.I.L. ASPHALT PAVING CO.	160142	5.0 tons SPR asphalt	0	06/29/2016	07/25/2016	247.00
	J.I.L. ASPHALT PAVING CO.	160135	4.53 tons type C asphalt	0	06/28/2016	07/25/2016	254.36
	J.I.L. ASPHALT PAVING CO.	160131	5.27 tons type B asphalt	0	06/27/2016	07/25/2016	212.64
	J.I.L. ASPHALT PAVING CO.	160112	6.02 tons Rap asphalt	0	06/22/2016	07/25/2016	242.91
	KULLY PIPE & STEEL SUPPLY	621344	Rebar	0	06/20/2016	07/25/2016	39.52
	PAULEY LUMBER CO./W.G./	54482	#25 2" torx phillips	0	06/20/2016	07/25/2016	16.41
	SMITH CONSTRUCTION CO./	02595	2.08 tons SPR asphalt	0	06/24/2016	07/25/2016	89.96
	STETSON BUILDING PRODUCTS	1383029-01	ADA ramps, concrete stakes	0	05/05/2016	07/25/2016	2,842.60
	STETSON BUILDING PRODUCTS	1400341	ADA ramps returned	0	06/06/2016	07/25/2016	-3,934.50
	STETSON BUILDING PRODUCTS	1400346	ADA ramps	0	06/06/2016	07/25/2016	3,428.50
	STETSON BUILDING PRODUCTS	1383029-02	ADA ramps, concrete stakes	0	06/13/2016	07/25/2016	1,103.52
							24,260.29
180-000.000-731.150	Chemicals						
	VAN DIEST SUPPLY COMPANY	143171	5.5 lbs Round Up Promax	0	06/21/2016	07/25/2016	118.07
	VAN DIEST SUPPLY COMPANY	143172	1 quart of hi-light blue	0	06/21/2016	07/25/2016	20.25
							138.32
180-000.000-731.250	Fuel & Oil						
	SAPP BROS PETROLEUM INC	22175462	960 gals #2 diesel	0	06/22/2016	07/25/2016	1,478.40
	SAPP BROS PETROLEUM INC	22178718	600 gals #2 diesel	0	06/29/2016	07/25/2016	924.00
	THOMSEN OIL CO.	247254	642gals unleaded	0	06/24/2016	07/25/2016	1,273.88
	THOMSEN OIL CO.	247282	1504 gals unleaded	0	06/29/2016	07/25/2016	2,982.43
							6,658.71
180-000.000-731.400	Other Supplies						
	TRANSIT WORKS	138421	200ft tape 25,screen savers	0	06/22/2016	07/25/2016	147.00
							147.00
180-000.000-731.700	Wearing Apparel						
	ISLAND SUPPLY WELDING CO	152758	Gloves	0	06/27/2016	07/25/2016	127.50
							127.50
180-000.000-737.200	Building Materials						
	MENARDS - HASTINGS	09785	Trash bags	0	06/24/2016	07/25/2016	25.94
							25.94
180-000.000-737.705	Shop Supplies						
	UNIVERSAL HYDRAULICS, INC	22846	Shop air hose	0	06/15/2016	07/25/2016	12.27
							12.27
180-000.000-737.710	Welding Supplies						
	ISLAND SUPPLY WELDING CO	153570	Welding wire, lens for helmet	0	07/06/2016	07/25/2016	123.28
							123.28
180-000.000-738.050	Hand Tools						
	JEFF THOMAS SNAP-ON TOOL	7051628489	13mm fast extractor	0	07/05/2016	07/25/2016	27.00
							27.00
180-000.000-738.055	Field Equipment						
	CONSTRUCTION RENTAL, INC	13523	Hula skirts (6)	0	07/01/2016	07/25/2016	101.10
							101.10
						Total Dept. 000000:	39,180.90

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Total Fund STREET FUND:							39,180.90
Fund: 185 NATURAL DISASTER FUND							
Dept: 000.000							
185-000.000-727.210	Disaster Recovery						
	KRIEGER ELECTRIC CO.	42049	Siren installation/Laird	0	06/22/2016	07/25/2016	6,178.00
	KRIEGER ELECTRIC CO.	42050	Siren installation/Lochland	0	06/22/2016	07/25/2016	6,178.00
							12,356.00
Total Dept. 0000000:							12,356.00
NATURAL DISASTER FUND:							12,356.00
Fund: 366 BAYVIEW STREET CONSTRUCTION							
Dept: 000.000							
366-000.000-742.520	9th Str. Elm to 2nd Ave						
	VONTZ PAVING, INC.	SID2015-1, est #2	9th St-Elm to 2nd Ave,sect B	0	07/07/2016	07/25/2016	134,382.96
							134,382.96
366-000.000-742.521	2016-2 Fox Run						
	WERNER CONSTRUCTION CO	SID2016-2, est #1	Fox Run,Quail Ridge,Mallard Wy	0	07/08/2016	07/25/2016	33,991.20
							33,991.20
Total Dept. 0000000:							168,374.16
BAYVIEW STREET CONSTRUCTION FUND:							168,374.16
Fund: 610 LANDFILL FUND							
Dept: 000.000							
610-000.000-720.300	Professional Services						
	CAROLINA SOFTWARE	61589	WasteWorks maint qtr 9/30/16	0	07/01/2016	07/25/2016	200.00
	OLSSON ASSOCIATES	254637	LF ph 5,OA proj #016-0863	0	06/22/2016	07/25/2016	3,500.00
	TEST AMERICA LABORATORY	31148730	LF - 2nd qtr testing	0	06/28/2016	07/25/2016	2,497.50
							6,197.50
610-000.000-720.330	State Disposal						
	NE DEPT.OF ENVIRONMENT	23623	Waste disposal fee 4/1-6/30/16	0	06/30/2016	07/25/2016	14,835.54
							14,835.54
610-000.000-720.350	Training & Conferences						
	YORK/MICHELLE//		Mileage 6/9-6/30/16	0	07/01/2016	07/25/2016	32.13
							32.13
610-000.000-726.050	Electricity						
	HASTINGS UTILITIES	10128	Electricity June 2016	0	07/23/2016	07/25/2016	387.76
							387.76
610-000.000-726.100	Natural Gas						
	SOURCE GAS	201804258774	Gas svc 5/24-6/22/16	0	06/27/2016	07/25/2016	54.13
							54.13
610-000.000-726.200	Telephone						
	VERIZON WIRELESS	9768223911	Cell phones 6/7-7/6/16	0	07/06/2016	07/25/2016	66.84
	WINDSTREAM COMMUNICATIONS	090212392	City phones 7/4-8/3/16	0	07/07/2016	07/25/2016	2.11
							68.95
610-000.000-727.200	R & M Building						
	PARAMOUNT LINEN	07214	Mats/coveralls	0	07/01/2016	07/25/2016	20.25
	PARAMOUNT LINEN	05156	Mats/coveralls	0	06/24/2016	07/25/2016	20.25
	QUALITY SOUND & COMMUNICATIONS	52971	Drinking wtr systm 8/1-10/31	0	07/01/2016	07/25/2016	147.00
							187.50

Vouchers to be paid 07/25/2016

Page: 21

qqqq

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
610-000.000-727.500	R & M Heavy						
	AUTO VALUE-HASTINGS	70-455910	6 filters #116	0	06/28/2016	07/25/2016	157.26
	FASTENAL COMPANY	NEHAS127340	Morbark - bolts, nuts	0	06/27/2016	07/25/2016	10.56
	HASTINGS OUTDOOR POWE	7122	Rewind sprng-trlr,misc supp	0	06/27/2016	07/25/2016	38.58
	MORBARK, LLC	789792	Grinder bushing, freight	0	06/27/2016	07/25/2016	154.50
	N A P A AUTO PARTS	639925	924G repl outlet to Doppstadt	0	07/01/2016	07/25/2016	7.69
	VERIZON WIRELESS	9767587840	Mach to mach svc 5/24-6/23	0	06/23/2016	07/25/2016	39.02
							407.61
610-000.000-730.050	Office Supplie						
	ALL FLAGS, ETC	45181	3-3x5, 2-6x10 Am flags	0	07/01/2016	07/25/2016	90.00
							90.00
610-000.000-731.250	Fuel & Oil						
	SAPP BROS PETROLEUM IN	294008	607 gals #2 diesel	0	06/27/2016	07/25/2016	934.78
	THOMSEN OIL CO.	247307	121.1gals n/l,655.4gals #2 dsl	0	07/05/2016	07/25/2016	1,416.12
							2,350.90
							Total Dept. 000000:
							24,612.02
							tal Fund LANDFILL FUND:
							24,612.02
							Grand Total:
							415,390.98

Parks & Recreation Department

May 2016

Recreation

5/1 Bicycle Sunday Fun day was cancelled due to bad weather. Moved to June.
5/3 Adult Softball leagues began. Coed has 27 teams and Men's has 18 teams.
5/5 South Central Nebraska Track & Field Meet @ HHS.
5/10 MLB Pitch Hit Run Competition, 2 kids showed up
5/16 Youth Softball Leagues began. 8U has 5 teams and 10U has 4 teams.
5/17 Teen Softball Manager Meeting
5/20 New Phone Training at Police Station
5/22 Coed Teen League began. There are 13 teams this year.
5/25 Aquacourt Staff Orientation Meeting
5/23-27 Lifeguard Training
5/26 NTV news interview on the noon show about the Aquacourt and Recreation activities.
5/28 Aquacourt Opening Day
5/31 Adult Golf Lessons Session 1 & 2 at Elks Golf Course. 4 participated.

Parks

Mowing kept us busy the whole month because of the nice weather we had.
Duncan went from Hastings College to Legion baseball.
We put up nets at Lib's Park for sand volleyball.
The rest of the Fertilizer was applied to the Parks.
Some spraying was done in between the windy days.
We interviewed for the Parks Maintenance Worker I and part time summer help.
Work was done at the Pavilion for Chautauqua Days.
Tournaments are in full swing.
Some trees and branches were cleaned up off the streets and Parks after the storms.
Splash Pad and Wading Pools were put together and fired up.
Memorial Park was given a face lift for Memorial Day.
Bleachers were taken to Cemetery for their event.

Director's Meetings

5/4 Auditorium Renovation
5/5 Hastings College Wellness Group
5/6 CVB Director Interviews
5/9 CVB Director Interviews
5/10 Marathon Race
5/12 CVB Board
5/13 NeRPA Board
5/16 Parks Maintenance Worker I Interviews
5/17 CVB Director Interviews
5/19 Auditorium Renovation
5/19 CVB Director Interviews

Auditorium

Under Renovation

Cemetery

Adult Burials = 8

Stone Permits = 9

Grave Sales = 14

Mowed and trimmed and sodded graves to get ready for memorial weekend. Cleaned up after wind storm came through.

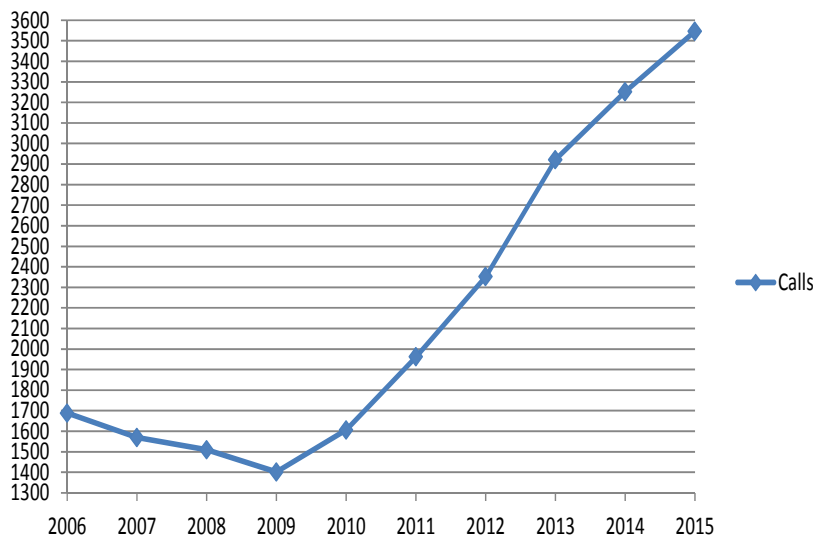
HASTINGS FIRE & RESCUE

MONTHLY COUNCIL REPORT

June 2016



Calls For Help



Calls For Help By Month

Month	2014	2015	2016
Jan	287	326	284
Feb	246	249	307
Mar	261	293	277
Apr	277	278	328
May	220	296	284
Jun	282	288*	320
Jul	321	303	
Aug	329	300*	
Sep	215	292*	
Oct	289	294	
Nov	277	325	
Dec	248	302	
Total	3252	3546	1800

Helping Our Neighbors

Hastings Rural = 7	Harvard =
Bladen = 1	Holstein =
Blue Hill = 1	Juniata = 2
Clay Center = 3	Kenesaw = 1
Campbell =	Lawrence =
Doniphan =	Red Cloud =
Edgar =	Roseland = 1
Fairfield =	Sutton = 2
Glenvil =	Trumbull =

Permits Issued

	Issued	Fees
Burn Permits	25	\$ 250
Fire & EMS Reports	2	\$ 10
Candle Permits	2	No Charge

Significant Events

EMS REVENUE

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2016	80,131	43,038	77,993	52,613	56,798	64,418							\$374,991
2015	23,723	31,856	61,356	60,841	38,864	52,084	66,906	46,352	45,119	45,838	45,907	49,191	\$568,037
2014	39,681	50,773	41,341	38,193	32,217	51,178	24,831	47,669	43,353	60,364	36,625	54,681	\$520,906
Adams Co. Subsidy:	\$62,500/yr												
MLH Subsidy:	\$25,000/yr												

COLLECTIONS

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2016													
Sent	21,054	7,724	24,898	11,909	10,070	8,649							\$ 84,304
Rec'd	1,770	1,020	1,125	1,287	2,728	4,018							\$ 11,948
2015													
Sent	7,871	8,077	7,252	4,949	12,130	9,093	18,643	12,903	5,568	18,184	14,855	18,398	\$137,923
Rec'd	0	0	0	4,874	1,114	1,041	1,284	2,411	1,027	422	625	2,030	\$ 14,828
2014													
Sent	14,086	14,903	6,968	9,948	5,904	9,151	10,667	4,294	11,251	10,339	12,433	6,343	\$116,287
Rec'd	530	1,303	877	1,825	(228)	1,509	608	795	0	2,826	1,420	1,370	\$ 12,835

Employee Highlights

Members Joining / Leaving the Department

Joining: Michael Dekker, Ron Pughes

Leaving:

South Central Economic Development District, Inc.

POB 79; 401 East Ave (2nd Floor)

Holdrege, NE 68949

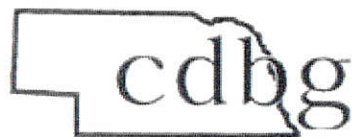
Invoice

Date	Invoice #
6/27/2016	564

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

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	CDBG Grant Administration for 15-CR-008 Administrative Work Completed to Date: - Preparation & submittal of Special Conditions to secure Release of Funds - Project file set-up & maintenance - Provided admin items to city staff for bid docs (including wage decision) - Attended bid letting - Conducted CDBG portion of pre-construction conference - Review of CDBG related requirements needed from city for files	5,775.00	5,775.00
		Total	\$5,775.00



REQUEST FOR CDBG FUNDS /
Activity 0181 General Administration Only
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT
See Reverse Side for Instructions

**CDBG
REQUEST
form
ACTY 0181**

DED Date Stamp

Name of Local Government Grantee City of Hastings		Mailing Address 220 N Hastings		City Hastings	State NE	ZIP 68902
CDBG Grant Number 15-CR-008	Federal Identification Number 47-6006221	DUNS Number 076980556	Number sequence order includes Both general admin 0181 requests And project activity requests 2	DED Program Representative Jenny Mason		

Part I – STATUS OF FUNDS ACTIVITY 0181 GENERAL ADMINISTRATION

1. Grant Funds Received to Date for activity 0181 general administration	\$ 0.00	IMPORTANT Complete Part II for approved activity 0181 general administration only.	PART III GRANTEE General Administration Award CDBG activity 0181 Amount Awarded \$ _____ 90% General Admin Award max total draw prior to closeout _____
2. Add: Program Income Received to Date	\$ not applicable		
3. Subtotal	\$ not applicable		
4. Less: Federal Administration Funds Disbursed To Date (Must Agree To Total Of Part II, Line 3) activity 0181	\$ 0.00		
5. Total: Federal Administration Funds On Hand (Must Agree To Part II, Line 6) activity 0181			

Part II – CASH REQUIREMENTS ACTIVITY 0181 GENERAL ADMINISTRATION

Activity Code 0181 GENERAL ADMINISTRATION ONLY	project activities not applicable	0181 General Administration
1. Total Cash Administration Requirements To Date		\$ 5,775.00
2. Less: Local Funds Applied (Includes RLF)		\$
3. Less: Federal Funds Disbursed Total Must Agree To Part I, Line 4		\$
4. Total Current Cash Requirements		\$ 5,775.00
5. Less: Unpaid Previous Request for activity 0181 general administration		\$
6. Less: Federal Funds On Hand for activity 0181 general administration (Must Agree To Part I, Line 5)		\$
7. Net Amount of Federal Funds Requested \$500 MINIMUM GENERAL ADMINISTRATION ACTIVITY 0181 REQUEST, UNLESS IT IS THE FINAL DRAW		\$ 5,775.00

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

Signature of Authorized Official (Mayor/Board Chairman)	Typed Name of Authorized Official Vern Powers	Date July 25, 2016
Signature of Authorized Official (Clerk/Treasurer)	Typed Name of Authorized Official Kim Jacobitz	Date July 25, 2016
Person Preparing Request for CDBG Funds Form Name: Kate Lade	Organization: SCEDD	Telephone Number: 308-455-4770
		Email: kate@scedd.us
DEPARTMENT OF ECONOMIC DEVELOPMENT USE	AMOUNT APPROVED: \$ _____	INITIALS: _____ DATE: _____

INSTRUCTIONS
Request for CDBG Funds
0181 General Administration Only
Nebraska Department of Economic Development (Revised June 2013)

CDBG
REQUEST
form
ACTY 0181

General Instructions

If a grantee has more than one grant, funds must be requested separately for each grant. Carefully enter all requested information. You must double check addition and subtraction. Incomplete or incorrect forms will not be processed. Funds requested must reflect actual eligible cost incurred. Claim exact amounts on each reimbursement or the grantee may use rounding down to the nearest dollar on individual reimbursements and then claim exact amounts due down to the penny on the final reimbursement request. **ONLY ONE ORIGINAL OF THIS FORM IS REQUIRED TO BE SUBMITTED.**

MAXIMUM 90% general administration CDBG funds allowable for request prior to project closeout (excludes planning).

FINAL 10% general administration CDBG funds allowable for request with closeout documents receipted/accepted DED.

The final request for closeout includes: final financial report, final project status report, compliance (monitoring) clearance, and if applicable the final wage report, jobs report, notification of annual audit, or audit.

\$500 MINIMUM request for general administration activity 0181, unless it is the final draw.

Identifying Information

The top portion of the Request for CDBG Funds will be completed with the appropriate identifying information.

- CDBG Grant Number - is the number assigned to each grant in the Notice of Approval for CDBG Funds.
- Tax Identification Number – it is the nine-digit identification number assigned by the Internal Revenue Service for tax identification purposes. DUN's number-<http://fedgov.dnb.com/webform/displayHomePage.do> or call D&B at 866-705-5711 or for persons with a hearing impairment, the TTY number is 866-814-7818.
- Request for CDBG Funds Number - Each request for funds will be consecutively numbered by the grantee. If a local government has received more than one CDBG grant, requests for funds will be numbered consecutively for each grant. The numbering sequence order includes draw requests for both general administration and project activities. For example: If the first draw request is for general administration, it is number 1. If the second draw request is for project activities (non-general administration), it is number 2. If the following draw, third draw request for the grant, is for general administration, it is number 3. If the next draw request is for project activities, it is number 4. When separate draw requests for general administration and project activities are submitted at the same time, number each draw request in sequence based on the signature date by the authorized officials. When the authorized signature dates are the same, number in sequence either way starting from the most recent draw request number.

Part I Status of Funds

Part I of the Request for activity 0181 CDBG Funds form will provide the status of CDBG funds for the grant.

Line 1 List all CDBG funds for activity 0181 general administration received to date for this grant.

Line 2 Add program income received from activities related to the grant. (Exclude program income designated for revolving funds.) **NOT APPLICABLE**

Line 3 Subtotal lines 1 and 2 **NOT APPLICABLE**

Line 4 Subtract all disbursements of CDBG funds for activity 0181 to date. (Must agree to total of Part II, Line 3)

Line 5 Federal funds on hand should reflect CDBG funds activity 0181 which have not been disbursed.

Part II Cash Requirements

Part II of the Request for activity 0181 CDBG Funds form will provide information on the grantee's cash requirements. Requests for funds are to be submitted only as funds are needed for immediate disbursement. The minimum request for activity 0181 general administration funds is \$500, unless the final draw. It is anticipated that local governments should receive funds within 2 weeks from the date the request is received in DED. Enter the amount for approved activity 0181 general administration. General administration activity 0181 is the only activity shown and to be requested.

Line 1 Enter the total of all cash requirements to date. This amount should be equal to all expenditures paid to date plus cash needed to meet immediate obligations on this form 0181.

Line 2 Subtract all local matching or other funds applied. (Include program income designated for revolving funds from prior grants for same activities.) This will include local funds already expended and local funds which will be expended to meet the immediate cash obligations identified on line 1.

Line 3 Subtract federal funds disbursed. The total of this row must equal the amount shown on Part I, Line 4.

Line 4 Subtotal by subtracting lines 2 and 3 from line 1. This amount should be equal the amount of federal funds needed for immediate general administration cash obligations.

Line 5 Subtract the amount of any previous Request for CDBG general administration funds, which has not yet been received.

Line 6 Subtract the amount of federal general administration funds on hand for payment of general administration costs. This amount must equal the amount on Line 5, part I.

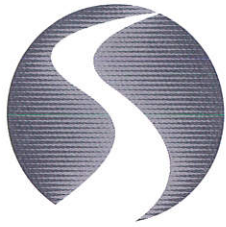
Line 7 The net amount of federal funds requested for general administration is determined by subtracting lines 5 and 6 from line 4. This should be the amount of CDBG general administration funds needed (when added to CDBG funds on hand and CDBG funds requested but not yet received) to meet immediate cash obligations.

Part III General administration

Part III of the Request for activity 0181 CDBG funds will provide the amount of general administration CDBG funds awarded as stated in Part I Section 1.01 of the grantee agreement. Enter the amount CDBG funds awarded for activity 0181 general administration. Enter 90% of the CDBG funds awarded for activity 0181 general administration. This is the maximum amount of general administration funds that the grantee may request prior to submission of all final closeout documents to the Department. If the grant is for planning only activities enter 100%, which is the total amount CDBG general administration funds. Planning only CDBG grants do not require a 10% holdback for general administration funds.

Signatures of both the Mayor/Board Chairperson and the Clerk/Treasurer are necessary to process the Request for CDBG Funds. These signatures must agree to authorization signatures submitted to DED on the Authorization to Request Community Development Block Grant Funds. After signing and dating the Request for CDBG Funds, the grantee should retain a copy of the form and mail (no FAX) the single original to:

CDBG, Nebraska Department of Economic Development, P.O. Box 94666, Lincoln, Nebraska 68509-4666



sasa
crisis center



Dear Hastings City Engineer,

The SASA Crisis Center would like to request permission to hold our 7th Annual 5K run and 1 mile walk on August 27, 2016 from 7:00am to 10:00am between Crosier Park and Hastings College. In this packet I have included race maps for the 5K and 1 mile walk. You should be receiving our City of Hastings insurance policy. Proceeds from this event fund SASA services for survivors of domestic and sexual violence. Some of the services include our 24-hour crisis line, emergency shelter, emergency transportation, medical advocacy and referrals, legal advocacy and assistance with protection orders and on-going support & information. These funds also allow SASA to provide trainings to medical staff, law enforcement officers and educate the communities about how to respond to violence within our service area of Adams, Clay, Nuckolls and Webster counties.

Sincerely,

Jana Grabenstein

Creating paths for change and healing.

Supported by United Way
of South Central

220 S. Burlington, Suite 4 • Hastings, NE 68901 • 402-463-5810 • 402-463-0103 fax
Superior Office: 356 E. 3rd #3 • Superior, NE 68978 • 402-879-1547
Español: : 402-463-5806 • www.sasacenter.org • info@sasacenter.org



SASA's 5k Run & 1 Mile Walk

2016 Course Map



Race Day Schedule:

7am-7:50am:

Registration/Check In

8am:

Race Begins

9:00am:

Awards and Post-Race
Refreshments

Don't forget to tag your
social media pictures with
#sasa5k2016 to share
with us!

*We hope you have fun
and enjoy the day!!*

Thank you so much for your support and
participation in this year's 5K fundraiser!



SASACRI-01

BGRIESS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/18/2016

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

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

PRODUCER Ellerbrock-Norris Agency, Inc. P.O. Box 816 Hastings, NE 68902-0816	CONTACT NAME: Brianna N. Griess, CISR PHONE (A/C, No, Ext): (402) 463-2461 700103 E-MAIL ADDRESS: bgriess@eni-grp.com FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE INSURER A: Riverport Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED SASA Crisis Center, Inc. P. O. Box 8 Hastings, NE 68902-0008	NAIC #

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		NIA1819985	08/22/2016	08/22/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			NIA1819985	08/22/2016	08/22/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			NEL1807679	08/22/2016	08/22/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ Aggregate \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

City of Hastings
220 North Hastings Avenue
Hastings, NE 68901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Department: Engineering

Staff Contact:

Council Meeting Date: 07/25/2016

AGENDA ITEM SUMMARY SHEET

Description of Item:

Two crosswalk signs between Home Away from Home and Mary Lanning Healthcare on Kansas Avenue by the painted walkway.

Names of People/Business affected by this action:

Mary Lanning Healthcare

Home Away Home

City of Hastings

Why Council action is required:

City Code requires the City Council to approve the placement of any signs or designation of same upon the R.O.W.

Type of action requested:

Motion

Suggested motion:

Approve the location of the two signs on North Kansas at the 700 block by the painted walkway.

Deadlines associated with action:

Yes, Mary Lanning Healthcare and Home Away Home request action as soon as possible

Department head comments:

Staff has received this request from Mary Lanning Healthcare. Street Department will arrange for the cross walk designation and action by the City Council will establish the signage and enable enforcement thereof.

Recommend Approval

City Administrator comments:

Recommend Approval

MLMH Proposed Crosswalk



July 14, 2016

- ☐ Limits
- ☐ One Mile
- ☐ Two Mile
- ☐ Parcels
- ☐ Subdivisions
- ☐ Easements
- ☐ LOTS
- ☐ BLOCKS
- ☐ Addresses



Department: City Attorney
Staff Contact:
Council Meeting Date: 07/25/2016

AGENDA ITEM SUMMARY SHEET

Description of Item:

Resolution No. 2016-37 to Authorize the Adams County Clerk to verify signatures on the Limited Referendum Petitions regarding the City Block Project

Names of People/Business affected by this action:

Mayor and City Council, City Block Center Hospitality, L.L.C., City Block Center Housing, L.L.C., City Block Center Mixed-Use, L.L.C., citizens of Hastings

Why Council action is required:

Neb. Rev. Stat. 18-2518 requires the Council pass a resolution authorizing the Adams County Clerk (Election Commissioner) to verify the signatures on referendum petitions filed with the City Clerk

Type of action requested:

Resolution

Suggested motion:

Move to approve Resolution No. 2016-37

Deadlines associated with action:

Since this may become a ballot issue at the November 2016 general election if the requisite number of signatures are verified, the sooner the verification process can be completed the better for all interested parties

Department head comments:

This is the same process and procedure that was used when the City Clerk received the referendum petitions on the 9th Street closing

City Administrator comments:

Recommend Approval as required by Statute

RESOLUTION NO. 2016-37

WHEREAS, the City of Hastings, Nebraska on July 14, 2016, received Referendum Petitions seeking the repeal of Ordinance No. 4478, and the Redevelopment Agreement between the City of Hastings and City Block Center Hospitality, L.L.C., City Block Center Housing, L.L.C., and City Block Center Mixed-Use, L.L.C., which were both passed and approved by the Mayor and City Council on June 13, 2016, which provided for the sale of the City Block property legally described as:

Lots 1-24, Block 15, Original Town of Hastings, Adams County, Nebraska, and the redevelopment of the above described property for a hotel, apartment housing, and mixed use development; and

WHEREAS, Neb. Rev. Stat. §18-2518 provides that upon the filing of a Referendum Petition with the City Clerk that the Mayor and City Council shall adopt a resolution requesting that the Adams County Clerk or Adams County Election Commissioner ascertain whether the Referendum Petition is signed by the requisite number of voters as provided by law; and

WHEREAS, Neb. Rev. Stat. §18-2518 also provides that the City of Hastings shall reimburse Adams County for any costs incurred by the Adams County Clerk or Adams County Election Commissioner in verifying whether the Referendum Petition is signed by the requisite number of voters as provided by law; and

WHEREAS, the Adams County Clerk's office has been contacted and has mutually agreed with the City of Hastings to ascertain whether the Referendum Petition is signed by the requisite number of voters as provided by law;

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

BE IT RESOLVED by the Mayor and City Council of the Hastings, Nebraska, that pursuant to Neb. Rev. Stat. §18-2518 the City of Hastings, Nebraska, hereby requests that the Adams County Clerk or Adams County Election Commissioner ascertain whether the Referendum Petitions received and filed with the City Clerk on July 14, 2016 are signed by the requisite number of voters as provided by law and upon verification thereof to notify the City of Hastings of the results whether or not one hundred percent of the necessary signatures required by sections 18-2501 to 18-2537 have been obtained.

BE IT FURTHER RESOLVED by the Mayor and City Council that the City of Hastings hereby agrees to reimburse Adams County for any costs incurred by the Adams County Clerk or Adams County Election Commissioner in verifying whether the

Referendum Petition is signed by the requisite number of voters as provided by law.

PASSED AND APPROVED this _____ day of _____,
2016.

Mayor

ATTEST:

City Clerk

(S E A L)

Approved as to form: _____
City Attorney

Department: City Clerk
Staff Contact: Kim Jacobitz, City Clerk
Council Meeting Date: 07/25/2016

AGENDA ITEM SUMMARY SHEET

Description of Item:

Approval of Event Guide to be used when an event is to be held on City Property or Right-of-Way

Names of People/Business affected by this action:

City of Hastings
Citizens
Event Organizers

Why Council action is required:

Setting Policy

Type of action requested:

Resolution

Suggested motion:

Approval of Resolution No. 2016-38

Deadlines associated with action:

Events to be scheduled.

Department head comments:

Staff met in August 2015 with multiple event organizers to get input on an application process for events being held on City property or Right-of-Way. Revisions requested from that meeting were made prior to presenting to the Council during their March 21, 2016 Worksession.

Staff from Administration, Parks & Recreation, Engineering, and Police departments met recently to finalize the Event Guide, which will assist in streamlining the application process for events.

City Administrator comments:

This guide is needed to event organizers understand what is expected to insure their event is handled from the City's stand point as smoothly as possible.

Recommend Approval

RESOLUTION NO. 2016-38

WHEREAS, the Mayor and City Council desire to establish an event policy for all organized and sponsored events which are planned by citizens and organizations within the City of Hastings that would utilize City streets, trails, and other City property as part of their planned event; and

WHEREAS, the purpose of this policy is to make consistent how such organized and sponsored events within the City are handled and approved, as well as to minimize the liability to the City of Hastings for those events;

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

BE IT RESOLVED by the Mayor and City Council of the City of Hastings, Nebraska, that the attached Hastings Event Guide, marked as Exhibit "A" and made a part hereof by this reference, be and the same is hereby approved and is to be utilized whenever organized and sponsored events are planned by citizens and organizations within the City of Hastings that utilize City street, trails, and other City property as part of their planned event.

PASSED AND APPROVED this ____ day of _____, 2016.

ATTEST:

Mayor

City Clerk

(S E A L)

Approved as to form: _____
City Attorney



EVENT GUIDE

For any Event Organized & Advertised that uses City Property or Right-of-Way
Streets, Trails & Parking Lots

The City of Hastings recognizes the tremendous benefits that events bring to a community, so we thank you for choosing Hastings as the site for your event. In order to help organizers requesting to use City of Hastings facilities run a safe and successful event, the following information and application is provided.

Section A: Event Approval Steps

Section B: Event Application

Section C: Insurance Requirements

Section A: Event Approval Steps

Please use the checklist below and contact city staff at (402)461-2312 with any questions.

SPECIAL NOTE: If your event will cross any State Highway (i.e. Hwy 281), it will require approval from Nebraska Department of Roads (NDOR), prior to processing City approval of the event. Special reader boards or additional barricade costs required will be the responsibility of the organizer. Please contact the Engineering office at (402)461-2330 for instructions on obtaining NDOR approval no later than 60 days in advance of your event.

Step 1: Review Insurance Requirements in Section C. Any event requiring use of City property or Public Right-of-Way is subject to the event insurance requirement. Contact City of Hastings at 402-461-2312 for specific information.

Step 2: Complete the Event Application and submit to Hastings City Clerk either by mail, scanned and attached to email, or in person (address and information are included on the application). Please include the certificate of liability insurance naming the City of Hastings as additional insured with your application.

*If the application is received less than 30 days before the scheduled event, the event planner will be charged a rush fee of \$75.

Step 3: Resubmit application if necessary. City of Hastings staff will communicate any adjustments necessary, for example recommendations for safety, permits required, etc.

Step 4: Sign agreement to place event approval on City Council meeting agenda if required. City staff will contact you and supply this if required.

Step 5: Enjoy your event in Hastings under the agreed guidelines!

Step 6: Leave City of Hastings property as you found it. In order to avoid fees assessed for city staff clean-up after the event, be sure property is free of trash, signs, etc.

Thank you for your cooperation and for planning your event in Hastings!

Additional Instructions for Parades:

- 1) Parade routes suggested are Parade Route A or Parade Route B, located at www.cityofhastings.org.
- 2) Parade organizers and participants shall not be allowed to throw candy into traveled way of parade. Distribution of candy, brochures, tokens, etc. may be distributed along sidewalk areas by organizers to parade observers.
- 3) Parades shall begin no earlier than 9:00 a.m. nor later than 10:00 a.m.
- 4) Organizers shall assist in placement of barricades/protective warnings where necessary, as required by the Street and Police Departments.

Section B: Event Application

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

Fees may be applicable.

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

Date of Event:_____ Event Name:_____

Contact Person:_____ Phone:_____

Address:_____

Email:_____ Daytime Phone:_____

Name of Organization Hosting Event:_____

Type of Organization (Please select from the following):

Individual _____

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

_____ Corporation _____ LLC _____ Other

If Other, please provide name: _____

Organization Address:_____

Organization Email:_____ Organization Phone:_____

Type of Event:_____

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

Please describe activities included in this event: _____

Event Location:_____

Before an event is scheduled on City owned property, it must receive prior City approval.
The event should not be held on a public street or roadway. Consider use of off-street trails such as the Pioneer Spirit Trail.

Please attach map of route of any such event.

Start Time of Event:_____ End Time of Event:_____

Section C: Insurance

MISCELLANEOUS INSURANCE CATEGORIES

(Contact the City of Hastings at 402-461-2312 for specific information)

GENERAL LIABILITY INSURANCE CATEGORY "A"

Minimum \$2,000,000 - to include \$5,000 Medical Expense

City of Hastings named as Additional Insured

General Aggregate	\$2,000,000
a. Bodily Injury/Property Damage	\$1,000,000 each occurrence
b. Personal Injury Damage	\$1,000,000 each occurrence
c. Contractual Liability	\$1,000,000 each occurrence
d. Products Liability & Completed Operations	\$1,000,000 each occurrence
e. Fire Damage	\$ 100,000 each occurrence
f. Medical Expense	\$ 5,000 any one person

Examples: Closed Trail Runs, Biking, Parades, Festivals, Fireworks (may include additional insurance requirements - 1.4 g consumer fireworks)

GENERAL LIABILITY INSURANCE CATEGORY "B"

Minimum \$5,000,000 - to include \$5,000 Medical Expense

City of Hastings named as Additional Insured

General Aggregate	\$5,000,000
a. Bodily Injury/Property Damage	\$1,000,000 each occurrence
b. Personal Injury Damage	\$1,000,000 each occurrence
c. Contractual Liability	\$1,000,000 each occurrence
d. Products Liability & Completed Operations	\$1,000,000 each occurrence
e. Fire Damage	\$ 100,000 each occurrence
f. Medical Expense	\$ 5,000 any one person

Examples: Fireworks (may include additional insurance requirements - 1.3 g display fireworks), Open Road/Street Activities, Special/Unusual Hazards

The City of Hastings will identify appropriate category for any event not listed above. In no instances will the required Insurance be less than \$2,000,000 with \$5,000 Medical Expense.

Department: City Attorney

Staff Contact:

Council Meeting Date: 07/25/2016

AGENDA ITEM SUMMARY SHEET

Description of Item:

Approval of Ordinance No. 4483 granting Charter Communications IV, L.L.C. a 10-year franchise extension for cable services within the City of Hastings

Names of People/Business affected by this action:

Citizens of Hastings and Charter Communications VI, L.L.C.

Why Council action is required:

State statutes require that CATV franchises be approved by ordinance adopted by the Mayor and City Council

Type of action requested:

Ordinance

Suggested motion:

Move to approve Ordinance No. 4483 on first reading; and if it passes consider a motion to suspend the rules and pass Ordinance No. 4483 on second and third reading

Deadlines associated with action:

Previous franchise expired in 2013, this is an extension of the expired franchise

Department head comments:

None

City Administrator comments:

Negotiations began with Charter Communications several years ago to renew our Cable Agreement. This proposed contract is the result of meeting with Charter as well as other interested parties such as Hastings Public Access Channel representatives. Many of the issues such as rates and channel selection are outside the realm of what the FCC allows in franchise renewal negotiations. Some of the contract high points are as follows:

- 1) Ten year non-exclusive contract
- 2) Charter will provide \$10,000 to the City to be utilized for equipment upgraded for Hastings Public Access Corporation.

3) Charter will provide an additional public access channel contingent upon Hastings Public Access Corporation programming expansion to meet the contract trigger.

Recommend Approval.

ORDINANCE NO. 4483

AN ORDINANCE OF THE CITY OF HASTINGS, NEBRASKA GRANTING A FRANCHISE TO CHARTER COMMUNICATIONS VI, L.L.C., d/b/a CHARTER COMMUNICATIONS, ITS SUCCESSORS OR ASSIGNS TO OWN, OPERATE, AND MAINTAIN A CABLE SYSTEM IN THE CITY OF HASTINGS, NEBRASKA; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THIS FRANCHISE; PROVIDING FOR THE REGULATIONS AND USE OF SAID CABLE SYSTEM; TO PROVIDE FOR AN 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 AS FOLLOWS:

Section 1. This Ordinance shall be known and may be cited as the “Cable Franchise”, hereinafter “Franchise”, and it shall become a part of the ordinances of the City of Hastings, Nebraska.

Section 2. **Definitions.** For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the “Cable Act”), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- A. “Cable System,” “Cable Service,” and “Basic Cable Service” shall be defined as set forth in the Cable Act.
- B. “Board/Council” shall mean the governing body of the Grantor.
- C. “Cable Act” shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
- D. “FCC” shall mean the Federal Communications Commission and any successor governmental entity thereto.
- E. “Franchise” shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Service Area.

- F. “Grantee” means Charter Communications VI, L.L.C. d/b/a Charter Communications.
- G. “Gross Revenue” means any revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System to provide Cable Services in the Service Area, provided, however, that such phrase shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, the FCC user fee, the franchise fee, or any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law.
- H. “Person” shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- I. “Service Area” shall mean the geographic boundaries of the Franchise Authority, and shall include any additions thereto by annexation or other legal means, subject to the exception in Section 12 of this Ordinance.
- J. “State” shall mean the State of Nebraska.
- K. “Street” shall include each of the following located within the Service Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Service Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, repairing and maintaining the Cable System.
- L. “Subscriber” shall mean any Person lawfully receiving Cable Service from the Grantee.

Section 3. The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms; any poles, wires, cable, underground conduits, manholes, and other conductors and

fixtures necessary for the maintenance and operation of a Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal, State or local law.

Section 4. **Term.** The Franchise and the rights, privileges and authority hereby granted shall be for an initial term of ten (10) years, commencing on the Effective Date of this Franchise as set forth in Section 12. This Franchise will be automatically extended for an additional term of five (5) years from the expiration date as set forth in Section 15.10, unless either party notifies the other in writing of its desire to not exercise this automatic extension (and enter renewal negotiations under the Cable Act) at least three (3) years before the expiration of this Franchise. If such a notice is given, the parties will then proceed under the federal Cable Act renewal procedures.

Section 5. **Police Powers and Conflicts with Franchise.** The Grantee shall comply with the terms of any lawfully adopted generally applicable local ordinance necessary to the safety, health, and welfare of the public, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the explicit mutual promises in this contract. Any changes to this Franchise must be made in writing signed by the Grantee and the Grantor. In the event of any conflict between this Franchise and any Grantor ordinance or regulation that is not generally applicable, this Franchise shall control.

Section 6. **Cable System Franchise Required.** No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Service Area or be allowed to operate without a Cable System Franchise.

Section 7. **Procedures for Renewal.** The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

Section 8. **Indemnification.** The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the

construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor , its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within ten (10) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determined in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System, *including any PEG channels*.

Section 9. **Insurance**. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

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

The Grantor shall be added as an additional insured, arising out of work performed by Charter, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.

Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

Section 10. **No Discrimination.** Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, channel users, or general citizens on the basis of race, color, religion, national origin, age or sex.

Section 11. **Privacy.** The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

Section 12. **Service Area.** The Grantee shall continue to provide Cable Service to all residences within the Service Area where Grantee currently provides Cable Service. Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Service Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.

New Development Underground. In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within five (5) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the five-day period, the cost of new trenching is to be borne by Grantee.

Annexation. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days 'written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Service Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the

Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Service Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Service Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 15.5 with a copy to the Director of Government Relations. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

Section 13. **Compliance with Codes.** All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

Construction Standards and Requirements. All of the Grantee's plant and equipment, including but not limited to the antenna site, head end and distribution system, towers, house connections, structures, poles, wire, cable, coaxial cable, fixtures and appurtenances shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

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

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

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

Section 14. **General Conditions.** Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new,

different, or additional poles, conduits, or other facilities on public property without obtaining all legally required permits of the Grantor.

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

Construction Codes and Permits. Grantee shall obtain all legally required permits before commencing any work requiring a permit, including the opening or disturbance of any Street within the Service Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets. The Grantee shall adhere to all building and zoning codes currently or hereafter applicable to construction, operation or maintenance of the Cable System in the Service Area, provided that such codes are of general applicability and such codes are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Service Area. Notwithstanding the above, the Grantee may set off any administrative permit fees or other fees required by the Grantor related to the Grantee's use of Grantor rights-of-way against the franchise fee payments required under Section 16 of this Ordinance.

System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures

placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

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

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

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

Relocation for the Grantor. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

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

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

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

Section 15. **Phone Service.** The Grantee shall maintain a toll-free telephone number and a phone service operated such that complaints and requests for repairs or adjustments may be received at any time.

Notification of Service Procedures. The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee’s name, address and local telephone number. Grantee shall give the Grantor thirty (30) days prior notice of any rate increases, channel lineup or other substantive service changes.

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

Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee’s rights under the Force Majeure Subsection of this Ordinance.

Section 16. **Franchise fee.** Grantee shall pay to the Grantor a quarterly franchise fee in an amount equal to five percent (5%) of the quarterly Gross Revenue. Such payment shall be in addition to taxes of general applicability owed to the Grantor by the Grantee that are not included as franchise fees under federal law. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law.

Payment of Fee. Payment of the fee due the Grantor shall be made on a quarterly basis, within forty-five (45) days of the close of each calendar quarter and transmitted by electronic funds transfer to a bank account designated by Grantor. The payment period and the

collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Effective Date Subsection. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges.

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

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

Section 16. **Franchise Transfer.** The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

Section 17. **Reports Required.** The Grantee's schedule of charges for regular Subscriber service, its policy regarding the processing of Subscriber complaints, delinquent Subscriber disconnect and reconnect procedures and any other terms and conditions adopted as the Grantee's policy in connection with its Subscribers shall be filed with the Grantor upon request.

Records Required. The Grantee shall at all times maintain:

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

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

Section 18. **PEG Access.** Grantee shall provide three channels on the Cable System for use by the Grantor non-commercial, video programming for public, education and government ("PEG") access programming. The PEG channel may be placed on any tier of service available to Subscribers.

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

Section 19. **Notice of Violation.** If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall

notify the Grantee in writing of the exact nature of the alleged noncompliance (the “Violation Notice”).

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

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

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

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsections D through G below.
- D. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from

such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise.

- E. At the hearing, the Grantor shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Grantor shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Grantor *de novo*. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.
- F. Notwithstanding the above provisions, the Grantee does not waive any of its rights under federal law or regulation.
- G. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

Section 20. **Force Majeure**. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

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

Action of Parties. In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely

manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

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

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

Grantor: City of Hastings, Nebraska
Attn: City Administrator
220 North Hastings Avenue
Hastings, NE 68901
Email: jpatterson@cityofhastings.org

Grantee: Charter Communications
Attn: Area Vice President
3993 Heritage Place N.W.
Rochester, MN 55901
Email: Melissa.Morris@charter.com

Copy to: Charter Communications
Attn: Vice President of Government Affairs
12405 Powerscourt Drive
St. Louis, MO 63131

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

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

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

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

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

Effective Date. The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Franchise. This

Franchise shall expire on the 24th day of July, 2026, unless extended in accordance with Section 4 of this Ordinance or by the mutual of the parties.

Section 21. This Ordinance shall be in full force and effect pursuant to its terms upon the passage approval and publication in pamphlet form as provided by law.

Section 22. This Ordinance shall not be published in the Hastings City Code book.

PASSED AND APPROVED this _____ day of _____, 2016.

Mayor

ATTEST:

City Clerk

(S E A L)

Approved as to form: _____
City Attorney

FRANCHISE AGREEMENT

This Franchise Agreement (“**Franchise**”) is between the City of Hastings, Nebraska, hereinafter referred to as the “Grantor” and Charter Communications VI, LLC, locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the “Grantee.”

WHEREAS, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, and that the financial, legal and technical ability of the Grantee is sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community, and

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

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

SECTION 1 **Definition of Terms**

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

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

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

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

SECTION 2

Grant of Franchise

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

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

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

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

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

SECTION 3 **Franchise Renewal**

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

SECTION 4 **Indemnification and Insurance**

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

4.2 Insurance.

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

Workers' Compensation

Statutory Limits

Commercial General Liability	[\$1,000,000] per occurrence, Combined Single Liability (C.S.L.) [\$2,000,000] General Aggregate
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Auto Liability including coverage on all owned, non-owned hired autos Umbrella Liability	[\$1,000,000] per occurrence C.S.L.
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Umbrella Liability	[\$1,000,000] per occurrence C.S.L.
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- B. The Grantor shall be added as an additional insured, arising out of work performed by Charter, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

SECTION 5

Service Obligations

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

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

SECTION 6

Service Availability

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

6.2 New Development Underground. In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or

vaults, and laterals within five (5) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the five-day period, the cost of new trenching is to be borne by Grantee.

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

SECTION 7

Construction and Technical Standards

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

7.2 Construction Standards and Requirements. All of the Grantee's plant and equipment, including but not limited to the antenna site, head end and distribution system, towers, house connections, structures, poles, wire, cable, coaxial cable, fixtures and appurtenances shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

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

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

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

SECTION 8

Conditions on Street Occupancy

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

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

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

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

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

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

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

8.8 Relocation for the Grantor. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

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

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

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

SECTION 9 **Service and Rates**

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

9.2 Notification of Service Procedures. The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local

telephone number. Grantee shall give the Grantor thirty (30) days prior notice of any rate increases, channel lineup or other substantive service changes.

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

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

SECTION 10 **Franchise Fee**

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

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

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

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

SECTION 11 **Transfer of Franchise**

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

If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

SECTION 12

Records, Reports and Maps

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

12.2 Records Required.

The Grantee shall at all times maintain:

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

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

SECTION 13

Public Education and Government (PEG) Access

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

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

SECTION 14 **Enforcement or Revocation**

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

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

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

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

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

14.5 Revocation.

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

SECTION 15 **Miscellaneous Provisions**

15.1 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

15.2 Minor Violations. Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area, or where strict performance

would result in practical difficulties and hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

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

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

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

Grantor: City of Hastings
Attn.: City Administrator
220 North Hastings
P.O. Box 1085
Hastings, NE 68902
E-mail: jpatterson@cityofhastings.org

Grantee: Charter Communications
Attn.: Area Vice President
3993 Heritage Place N.W.
Rochester, MN 55901
E-mail: Melissa.Morris@charter.com

Copy to:

Charter Communications
Attn.: Vice President of Government Affairs
12405 Powerscourt Drive
St. Louis, MO 63131

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

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

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

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

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

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

City of Hastings, Nebraska
Signature: _____

Name/Title:_____

Accepted this ____ day of _____, _20____, subject to applicable federal,
State and local law.

Charter Communications VI, LLC, I/k/a Charter
Communications

Signature:_____

Name/Title:_____

Date:_____