

**HASTINGS CITY COUNCIL
AGENDA**

**Council Chambers – City Hall
220 North Hastings Avenue
August 8, 2016
5:30 PM**

ROLL CALL:

PLEDGE OF ALLEGIANCE:

MOTION TO ADOPT CURRENT AGENDA for August 8, 2016 Regular Meeting.

PUBLIC NOTICE - Official Notice of the Regular Meeting was published in the Hastings Tribune on Friday, August 5, 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 25, 2016.
 - (b) Approval of the minutes of the Worksession of July 18, 2016.
 - (c) Approval of the payroll for the period ending August 13, 2016, paid August 19, 2016.
 - (d) Approval of the regular claims and authorizing the City Clerk to issue checks against the various funds for payment.
 - (e) Approval of the prepaid claims and authorizing the City Clerk to issues checks against the various funds for payment.
 - (f) Approve receiving and placing on file department monthly reports.

- (g) Approval of the renewal of Liquor License Applications for the following Class "C" Liquor Licenses for the period of November 1, 2016 through October 31, 2017: 201 N. Lincoln Enterprises, LLC, 2nd Street Slammer, Inc., Adams County Ag. Society, Art Bar, LLC, B & R Stores, Inc., Barrel Bar, Inc., Bernardo, Inc., Budson, Inc., Bullseye's, Inc., Caribbean Bar & Grill, LLC, Disabled American Veterans, Eagles FO Hastings Aerie 592, Fucor, Inc., Gabriel Sanchez (2), George J. Beckby, Halftime Lounge, LLC, Hallett, Inc., Hamur, LLC, Highland Operating Company, Hilburn Enterprises, Inc., Kitty's Roadhouse, LLC, Midtowne Mart, LLC, Miscues, LLC, Murphy's Wagon Wheel, Inc., Odyssey Downtown, LLC, Restaurant Management Service, LLC, Rivals Bar & Grill, LLC, Virginia Wolz, Wanda's, LLC. Catering Licenses for the period of November 1, 2016 through October 31, 2017: 2nd Street Slammer Inc., Adams County Ag. Society, Bullseye's Inc., Eagles FO Hastings Aerie 592, Kitty's Roadhouse, LLC, Midtowne Mart, LLC, Miscues, LLC, Murphy's Wagon Wheel, Inc.
- (h) Approval of the request of Kool-Aid Days for use and closure of City streets for Kool-Aid Days Fun Run on August 14, 2016.
- (i) Approval of the request of the Oregon Trail Rodeo Committee to utilize City streets for a 5K/10K walk/run on August 27, 2016.

REGULAR AGENDA:

- 1. Unfinished Business of Preceding Meeting.
- 2. Public Hearings.
 - (a) Public hearing on the request of Ministerio Internacional Dios Es Armor for a Conditional Use Permit to locate and operate a church at 1609 North Kansas Avenue.

Resolution No. 2016-39. . Approval of the Conditional Use Permit for Ministerio Internacional Dios Es Armor to locate and operate a church at 1609 North Kansas Avenue.
- 3. General Business.
 - (a) Presentation of 2016-2017 Annual City Budget.
 - (b) Approval of the Interlocal Agreement between the City of Hastings and Adams County for the financing of the operations of the Hastings Public Library.
 - (c) Approval of awarding contract for fuel oil tank at WEC to HMT LLC, Blackwell, OK, in the amount of \$333,150.00.

- (d) Authorizing the Mayor to execute documents necessary to obtain and maintain a letter of credit from Great Western Bank in the amount of \$2,933,794.00 to satisfy the Performance Guarantee obligations related to Hastings Groundwater Contamination Site.
 - (e) Approval of Telecommunications Line Right-of-Way License Agreement with Glenwood Telecommunications, Inc. for Elm Street (GW 2016-8).
 - (f) Approval of Non-Federal Reimbursable Agreement, AJW-ON-AAC-16-A894, between the Department of Transportation Federal Aviation Administration and the City of Hastings.
 - (g) Approval of agreement with No Coast Brewing, L.L.C. d/b/a "First Street Brewing Company", 109 N. St. Joseph Avenue, to occupy City property with sidewalk patio (St. Joseph Avenue ROW).
4. Ordinances and Resolutions.
- (a) Ordinance No. 4484. . . Vacating a portion of East "C" Street, seventy feet (70') in width, between South Pine Avenue and east of the old Union Pacific right-of-way line and between Block 6 and Block 9, all in M. J. Smith's Addition.
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 25, 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 25, 2016.

The meeting was called to order at 5:30 p.m. in Regular Session by Mayor Powers with the following members present: Everett Goebel, Sarah Hoops, Ginny Skutnik, Phil Odom, Michael Krings, Kathy Duval. Absent: John Harrington, Chuck Niemeyer.

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

Moved by Phil Odom seconded by Sarah Hoops to adopt current agenda for July 25, 2016 Regular Meeting. Roll Call: Ayes: Kathy Duval, Phil Odom, Michael Krings, Sarah Hoops, Ginny Skutnik, Everett Goebel. Nays: None. Absent: John Harrington, Chuck Niemeyer. The motion carried.

Mayor Powers read the 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:

Councilmember Goebel reported on the Board of Public Works meeting held July 14th. Bids were received for the Aquifer Storage Restoration project. The successful bidder was Van Kirk Brothers located in Sutton. An engineering agreement with JEO and HDR was approved. Marv Schultes retirement was approved, effective July 15th. Al Meyer's appointment as Interim Manager was approved. Budget meetings will be held this week on Wednesday and Thursday in Hastings Utilities Board Room.

CONSENT AGENDA:

1. Moved by Ginny Skutnik seconded by Sarah Hoops to approve Consent Agenda as presented. Roll Call: Ayes: Kathy Duval, Phil Odom, Michael Krings, Sarah Hoops, Ginny Skutnik, Everett Goebel. Nays: None. Absent: John Harrington, Chuck Niemeyer. The motion carried.
 - (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:

3. General Business.

(a) Moved by Ginny Skutnik seconded by Kathy Duval to approve the location of two crosswalk signs on North Kansas at the 700 block by the painted walkway. Roll Call: Ayes: Kathy Duval, Phil Odom, Michael Krings, Sarah Hoops, Ginny Skutnik, Everett Goebel.

Nays: None. Absent: John Harrington, Chuck Niemeyer. The motion carried.

4. Ordinances and Resolutions.

(a) Moved by Everett Goebel seconded by Kathy Duval to approve Resolution No. 2016-37...Authorizing the Adams County Clerk to verify signatures on the Limited Referendum Petitions regarding the City Block Project. Roll Call: Ayes: Kathy Duval, Phil Odom, Michael Krings, Sarah Hoops, Ginny Skutnik, Everett Goebel. Nays: None.

Absent: John Harrington, Chuck Niemeyer. The motion carried.

(b) Moved by Ginny Skutnik seconded by Sarah Hoops to approve Resolution No. 2016-38...Approving City of Hastings Event Guide. Roll Call: Ayes: Kathy Duval, Phil Odom, Michael Krings, Sarah Hoops, Ginny Skutnik, Everett Goebel.

Nays: None. Absent: John Harrington, Chuck Niemeyer. The motion carried.

(c) Ordinance No. 4483. . CHARTER COMMUNICATIONS CABLE FRANCHISE EXTENSION.

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

Joe Patterson stated the City of Hastings receives 5% (FCC Requirement) of gross revenues. The City gives 1% of their 5% to Hastings Public Access Channel (HPAC). This is a non-exclusive contract, so another company could come in and get a franchise agreement with the City. Charter is giving the City a \$10,000 technology grant to improve the system in the Council Chambers. This is a ten-year agreement with a five-year renewal.

Councilmember Goebel thanked Joe for negotiating the technology grant. The equipment in the Council Chambers and basement is in need of replacement.

The Mayor then stated the question "Shall Ordinance No. 4483 be passed and adopted?" Upon roll call vote the following Councilmembers voted Ayes: Kathy Duval, Phil Odom, Michael Krings, Sarah Hoops, Ginny Skutnik, Everett Goebel. Nays: None. Absent: John Harrington, Chuck Niemeyer. The motion carried.

Councilmember Phil Odom moved that the statutory rule requiring reading on three different days be suspended; Councilmember Ginny Skutnik seconded the motion to suspend the rules and upon roll call vote the following Councilmembers voted Ayes: Kathy Duval, Phil Odom, Michael Krings, Sarah Hoops, Ginny Skutnik, Everett Goebel. Nays: None.

Absent: John Harrington, Chuck Niemeyer. 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 29, 2016. Effective date of the ordinance is August 10, 2016.

Moved by Ginny Skutnik seconded by Everett Goebel having no further business adjourn meeting at 5:40p.m. Roll Call: Ayes: Kathy Duval, Phil Odom, Michael Krings, Sarah Hoops, Ginny Skutnik, Everett Goebel. Nays: None. Absent: John Harrington, Chuck Niemeyer. The motion carried.

APPROVED:

Vern P. Powers, Mayor

ATTEST:

Kimberly S. Jacobitz, City Clerk

(S E A L)

CITY OF HASTINGS, NEBRASKA
MINUTES OF CITY COUNCIL WORKSESSION
Monday, July 18, 2016

The Worksession was called to order at 5:30 p.m. by Council President Duval with the following members present: Kathy Duval, John Harrington, Phil Odom, Sarah Hoops, Ginny Skutnik, Everett Goebel, Michael Krings, Chuck Niemeyer.

Others Present: Joe Patterson, Dave Wacker, Dave Ptak, Jeff Hassenstab, Kim Woolery, Barb Adler, Kent Gilbert, Carol Crecelius, Lori Hartman, Willis Hunt, Jeanette DeWalt, Chuck Shoemaker, Jeff Kully, Al Meyer, Lee Vrooman, Mike Howie, Kevin Schawang, Bob Davis.

Moved by Ginny Skutnik seconded by Michael Krings to adopt the July 18, 2016 Worksession Agenda. Roll Call: Ayes: John Harrington, Kathy Duval, Phil Odom, Chuck Niemeyer, Michael Krings, Sarah Hoops, Ginny Skutnik, Everett Goebel. Nays: None. The motion carried.

Council President Duval read the Public Notice - Notice posted on Friday, July 15, 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 available. Also, a current copy of the Nebraska Open Meetings Act is posted and accessible to members of the public.

Discussion of possible organizational and code changes for the City of Hastings.

Council President Duval began by stating she felt they need to look at the top priorities regarding the Novak Report and focus on structure, efficiency and looking towards the future. She indicated they would like to hear from the committee on the hiring process for the utility manager position at some point. She reviewed with Council an informational sheet (attached and made part of original minutes) regarding the Council's top priorities regarding the Novak Report's Hastings Utilities recommendations.

Councilmember Goebel stated he felt they really need to get the structure there first and determine how the utility board and manager will function. He felt they needed to fill board member positions but felt it was unfair when they didn't know how the board will function.

Councilmember Odom agreed that they need clarification within current code and to decide where they want to be in relation to the Board of Public Works.

Councilmember Krings stated he felt that who the manager reports to is the main question.

Councilmember Harrington talked about getting an ordinance in line for clarification, however, he felt it is complicated enough that it is going to have to be done in stages. He indicated that they tried to get it done before it got political but that didn't happen and now they are four months from a new mayor and new councilmembers. He suggested it might only be fair and right for the new mayor and council to get their teeth into it and if they need to move forward with minor changes, begin with the responsibility for hiring the manager position and leave the utility board as is. He suggested just deciding the one question.

Councilmember Niemeyer stated he was tired of retracing the same ground and felt no one was capable of making a decision.

Discussion was had by Council regarding the hiring process for the utility manager position and it was stated that a search committee had not been put together.

Dave Ptak, City Attorney, stated that Resolution No. 2016-19 passed by City Council states that the utility manager would be employed as a department head which means he would be appointed by the Mayor for the Mayor's term in office and subject to reappointment, however, if the hiring authority is the Board of Public Works, the manager would not be subject to reappointment.

Discussion was had by Council regarding the Board of Public Works and the responsibilities they should have.

Councilmember Harrington reminded Council not to fall under the assumption that there aren't better ways to do things.

Council discussed the hiring resolution they approved and the City Code not being consistent.

Mr. Ptak stated he felt they got bogged down with the question of the discharge of the utility manager but stated he couldn't believe there wouldn't be discussion between the Board of Public Works and the City Council if this situation arose.

Councilmember Odom stated he felt they may be at a place where they need to make a decision and vote on the issue.

Discussion was had on fixing the hiring and firing issue and whether the utility manager was different from other City department heads. Council discussed the duplication of some City and Utility departments such as IT, human resources and finance and how they might be consolidated.

Council President Duval suggested they attempt to put this together in an ordinance one more time in order to get things moving again.

Councilmember Krings stated that he felt it might be time for this to simply come to the Council for a vote.

It was suggested that an ordinance be prepared that follows what the hiring resolution the Council passed states and that it come to the Council for a vote.

Councilmember Krings asked about the Administrative Services Director position.

Joe Patterson, City Administrator, stated the position is already in the budget under the title "Assistant City Administrator". He stated he questioned the timing of hiring a utility manager now with a new mayor and council coming in with the individual being appointed by the current mayor and having to be reappointed by a new mayor. He suggested leaving the current interim manager in until after the new mayor and council come in and stated they could be limiting the talent pool if they hire right now.

Councilmember Hoops read committee minutes and updated the Council on the progress being made by the joint committee and stated they were trying to come up with some direction for the city administrator during budget time, they had conversations with staff on consolidating departments, discussed insurance and payroll department responsibilities, and talked about employee management and operational management. She went on to explained position exemptions and indicated they see an opportunity to bring departments together.

Council President Duval questioned if this committee would continue.

Jeanette DeWalt, Board of Public Works and committee member, stated they will continue to move forward with communication and stated she didn't feel they were done.

Jeff Kully, Board of Public Works and committee member, stated human resources is the biggest issue to tackle and get aligned and they would like to at least put place marks in the budget so they can move forward if they decide to.

Council President Duval stated she would like a report to continue to come back to Council from the committee.

Councilmember Goebel stated he felt they needed to fill the vacant position on the Board of Public Works and bring it up to five members.

Councilmember Niemeyer stated he felt the next mayor and council needs to make that decision and what would it hurt to wait at this point.

Councilmember Odom asked Mr. Ptak if he understood what the Council wanted and needed in an ordinance or did he need more information.

Mr. Ptak stated he would work on a draft and send it out to Council and they could tell him if he was in the ball park.

Moved by Ginny Skutnik seconded by John Harrington to adjourn the Worksession at 6:57 P.M.
Roll Call: Ayes: John Harrington, Kathy Duval, Phil Odom, Chuck Niemeyer, Michael Krings, Sarah Hoops, Ginny Skutnik, Everett Goebel. Nays: None. The motion carried.

Vouchers to be paid 08/08/2016

Time: 8:29 am

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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							
001-000.000-461.050	Parks Rental						
	JENSEN/KATHY//	Refund	Partial rental refund-Chautauq	0	07/26/2016	08/08/2016	50.00
							50.00
001-000.000-463.325	Swim lessons						
	KONEN/TONIA//	Refund	Refund Wet n Wild camp	0	07/18/2016	08/08/2016	60.00
							60.00
001-000.000-477.160	Out-Of-District						
	HASTINGS UTILITIES	ODF-2016-10	Lot 8, Shadow Ridge-water	0	07/19/2016	08/08/2016	2,525.00
	HASTINGS UTILITIES	ODF-2016-09	Lot 1, Lakeview 2nd Add-s&w	0	07/19/2016	08/08/2016	5,869.21
							8,394.21
Total Dept. 000000:							8,504.21
Dept: 010.000 City administrator's office							
001-010.000-727.200	R & M Building						
	BIG G COMMERCIAL ACCOUNTING	543277	Plywood	0	07/11/2016	08/08/2016	10.41
	BIG G COMMERCIAL ACCOUNTING	543409	Register/filter	0	07/12/2016	08/08/2016	68.27
	DUTTON-LAINSON CO.	741218	Ballast	0	07/08/2016	08/08/2016	12.60
	PARAMOUNT LINEN	12315	Floor mats	0	07/19/2016	08/08/2016	44.70
							135.98
001-010.000-730.050	Office Supplies						
	BUSINESS WORLD PRODUCTS	628351	Calculator printer ribbons	0	07/21/2016	08/08/2016	15.96
	IDEA BANK MARKETING	4677	Employee portal setup	0	06/30/2016	08/08/2016	150.00
	PRINTING SYSTEMS, INC.	96432	Check blanks A/P (11,000)	0	06/26/2016	08/08/2016	697.60
							863.56
Total Dept. City administrator's office:							999.54
Dept: 030.000 City attorney							
001-030.000-729.050	Dues & Subscriptions						
	THOMSON REUTERS - WEST	834253407	West info, monthly charges	0	07/01/2016	08/08/2016	305.52
							305.52
Total Dept. City attorney:							305.52
Dept: 070.000 Other government departments							
001-070.000-720.307	ELSA Translations						
	REAL TIME TRANSLATION, INC.	109206	104 minutes used 7/1-17/16	0	07/18/2016	08/08/2016	156.00
							156.00
001-070.000-720.470	Disability Insurance						
	MUTUAL OF OMAHA	G000AZN9	8/16 long term disability	0	08/01/2016	08/08/2016	1,428.08
							1,428.08
001-070.000-729.428	Internet Service						
	CHARTER COMMUNICATION	0029496	Internet/August	0	07/26/2016	08/08/2016	55.00
							55.00
001-070.000-741.200	Building Improvements						
	AMERICAN PAVEMENT SOLUTIONS	Est #3 FINAL	3-31-0040-13 runway 14/32	0	06/01/2016	08/08/2016	5,000.00
	AMERICAN PAVEMENT SOLUTIONS	Est #17, FINAL	3-31-0040-13(R01),runway 14/32	0	07/15/2016	08/08/2016	186.27
							5,186.27
001-070.000-741.215	Auditorium Hall						
	HAMPTON COMM CONSTRUCTION	HCCI 15-309	Renovation pmt #4	0	07/13/2016	08/08/2016	568,588.39
	SINCLAIR HILLE ARCHITECT	15011-C-15	NDT,aud renov,6/5-7/2/16	0	07/12/2016	08/08/2016	2,733.00
							571,321.39

INVOICE APPROVAL LIST BY FUND REPORT

Vouchers to be paid 08/08/2016

Date: 07/28/2016

Time: 8:29 am

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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
Dept. Other governmental accounts:							578,146.74
Dept: 080.000 Development Servi							
001-080.000-720.300	Professional FILL-N-CHILL	29191	Car wash	0	06/30/2016	08/08/2016	10.00
							10.00
001-080.000-720.350	Training & Cc SCHELKOPF/TERI//		Conference mileage	0	07/22/2016	08/08/2016	136.08
	US BANK CORPORATE PAYM	Pump & Pantry	Conference - gas - Evans	0	07/22/2016	08/08/2016	20.00
	US BANK CORPORATE PAYM	Cilantros	Conference - food - Evans	0	07/21/2016	08/08/2016	25.53
							181.61
001-080.000-724.050	Printing CORNHUSKER PRESS	P178611	Business cards-Louis Seberg	0	07/19/2016	08/08/2016	65.00
							65.00
001-080.000-726.200	Telephone VERIZON WIRELESS	9768464208	Cell phones 6/11-7/10/16	0	07/10/2016	08/08/2016	133.05
							133.05
001-080.000-730.050	Office Supplie BIG G COMMERCIAL ACCOU	543337	Batteries	0	07/11/2016	08/08/2016	37.40
							37.40
Total Dept. Development Services:							427.06
Dept: 090.000 IT Division							
001-090.000-731.700	Wearing App: US BANK CORPORATE PAYM	Amazon	Gunnar Optiks-computer glasses	0	07/15/2016	08/08/2016	82.99
							82.99
Total Dept. IT Division:							82.99
Dept: 110.000 Auditorium							
001-110.000-726.200	Telephone CHARTER COMMUNICATION	0029348	Internet svc 8/18-9/17/16	0	08/11/2016	08/08/2016	65.00
							65.00
001-110.000-729.150	Other Operat EAKES OFFICE SOLUTIONS	7025001	Ink cartridges	0	07/18/2016	08/08/2016	132.95
							132.95
001-110.000-737.200	Building Main CULLIGAN OF HASTINGS	914856	Gasket	0	07/12/2016	08/08/2016	1.93
	EGAN SUPPLY COMPANY	250165	Bathroom supplies	0	07/08/2016	08/08/2016	303.15
	EGAN SUPPLY COMPANY	250569	Cleaning supplies	0	07/15/2016	08/08/2016	91.30
	K-T HEATING & AIR CONDITI	3126-43946	Repr svc/AC mens restroom	0	07/12/2016	08/08/2016	76.46
							472.84
Total Dept. Auditorium:							670.79
Dept: 120.000 Cemetery							
001-120.000-726.200	Telephone CHARTER COMMUNICATION	0008425	Service 9/9-10/8/16	0	07/26/2016	08/08/2016	65.00
							65.00
001-120.000-727.800	R & M Vehicl N A P A AUTO PARTS	641904	Oil filters,red tacky,elec tap	0	07/11/2016	08/08/2016	114.84
	THREE POINTS TIRE	14872	Tires for 2009 Ford	0	07/12/2016	08/08/2016	688.00
							802.84
001-120.000-730.050	Office Supplie EAKES OFFICE SOLUTIONS	7021042	Office supplies	0	07/12/2016	08/08/2016	55.54

INVOICE APPROVAL LIST BY FUND REPORT

Vouchers to be paid 08/08/2016

Date: 07/28/2016

Time: 8:29 am

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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
							55.54
001-120.000-731.250	Fuel & Oil						
	THOMSEN OIL CO.	247338	331.9gals n/l, 280gals #2 dsl	0	07/12/2016	08/08/2016	1,144.31
							1,144.31
001-120.000-737.200	Building Mair						
	WAL-MART COMMUNITY	05211	Fans, kitchen supplies	0	07/20/2016	08/08/2016	142.28
							142.28
001-120.000-737.705	Shop Supplie						
	WAL-MART COMMUNITY	08337	Water,wipes,ties,soap,batts	0	07/18/2016	08/08/2016	68.34
							68.34
						Total Dept. Cemetery:	2,278.31
Dept: 130.000 Parks							
001-130.000-720.350	Training & Cc						
	US BANK CORPORATE PAYM	UNL	2016 turfgrass field day	0	07/08/2016	08/08/2016	90.00
							90.00
001-130.000-726.200	Telephone						
	CHARTER COMMUNICATION	0037739	Internet svc 7/25-8/24/16	0	07/15/2016	08/08/2016	59.99
							59.99
001-130.000-727.200	R & M Buildir						
	BIG G COMMERCIAL ACCOU	543361	Screwdriver set,drill bits	0	07/12/2016	08/08/2016	61.07
	BIG G COMMERCIAL ACCOU	544284	Wasp & hornet spray	0	07/20/2016	08/08/2016	7.97
	ECHO SYSTEMS	S6756628.001	Electrical supplies/Brickyard	0	04/29/2016	08/08/2016	112.04
	HASTINGS UTILITIES		Repr prop damage/fire hydrant	0	07/12/2016	08/08/2016	480.85
	MENARDS - HASTINGS	11401	Insulation	0	07/14/2016	08/08/2016	111.96
							773.89
001-130.000-727.500	R & M Heavy						
	BIG G COMMERCIAL ACCOU	543421	Fasteners/bolts	0	07/12/2016	08/08/2016	2.80
	BIG G COMMERCIAL ACCOU	543436	Painter supplies	0	07/12/2016	08/08/2016	17.29
	BIG G COMMERCIAL ACCOU	543663	Metal handle	0	07/14/2016	08/08/2016	7.00
	CROP PRODUCTION SERVIC	30704344	Complex pump	0	06/30/2016	08/08/2016	46.20
	FASTENAL COMPANY	NEHAS127589	Mower parts	0	07/06/2016	08/08/2016	9.55
	HASTINGS OUTDOOR POWE	7190	Misc equipment supplies	0	07/01/2016	08/08/2016	1,293.61
	KELLY SUPPLY COMPANY	15087053	Supplies	0	07/20/2016	08/08/2016	62.23
	L C L TRUCK EQUIPMENT, IN	143795	Repair service/bucket truck	0	07/11/2016	08/08/2016	264.72
	TURFWERKS	OI39971	Drive shaft	0	07/19/2016	08/08/2016	491.98
							2,195.38
001-130.000-727.800	R & M Vehicl						
	AUTO VALUE-HASTINGS	70-457021	Part	0	07/18/2016	08/08/2016	21.99
	ELDON'S AUTOMOTIVE REP/	11677	Repair svc/2002 Dodge	0	07/12/2016	08/08/2016	678.68
	FASTENAL COMPANY	NEHAS127524	Parts	0	07/01/2016	08/08/2016	11.46
	N A P A AUTO PARTS	641346	Water pump,antifreeze	0	07/08/2016	08/08/2016	19.98
	N A P A AUTO PARTS	641872	Retainer	0	07/11/2016	08/08/2016	10.58
	N A P A AUTO PARTS	641766	Thermostat	0	07/11/2016	08/08/2016	11.68
	N A P A AUTO PARTS	642374	Fuel pressure regulator,hose	0	07/13/2016	08/08/2016	33.72
	N A P A AUTO PARTS	644035	Brush, oil filter	0	07/19/2016	08/08/2016	23.69
	THREE POINTS TIRE	14909	Tires/mower trailer	0	07/15/2016	08/08/2016	198.00
	THREE POINTS TIRE	14946	Flat tire repair	0	07/20/2016	08/08/2016	18.00
							1,027.78
001-130.000-729.150	Other Operat						
	CROP PRODUCTION SERVIC	30533242	Wading pool repairs	0	06/21/2016	08/08/2016	60.84
	CROP PRODUCTION SERVIC	30699512	Wading pool repairs	0	06/29/2016	08/08/2016	33.60
	S.O.S. PORTABLE TOILET IN	35317	Portable toilets for pks/July	0	07/14/2016	08/08/2016	240.00
	US BANK CORPORATE PAYM	Industrial Test Systems	PH test strips,shipping	0	07/12/2016	08/08/2016	46.46

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							380.90
001-130.000-731.050	Asphalt & Ce						
	CONSOLIDATED CONCRETE	208395	Cement	0	06/24/2016	08/08/2016	125.00
							125.00
001-130.000-731.150	Chemicals						
	VAN DIEST SUPPLY COMPAN	155656	Lawn chemicals	0	07/18/2016	08/08/2016	225.00
							225.00
001-130.000-731.250	Fuel & Oil						
	SPARTZ/KIMBERLY//		Mosquito trapping/41 miles	0	07/16/2016	08/08/2016	22.14
							22.14
001-130.000-731.400	Other Supplie						
	MENARDS - HASTINGS	11038	Hooks	0	07/09/2016	08/08/2016	15.98
							15.98
001-130.000-737.100	Landscaping						
	MENARDS - HASTINGS	10763	Landscaping/shrubs	0	07/06/2016	08/08/2016	184.69
	MENARDS - HASTINGS	11340	Belgian wall blocks	0	07/13/2016	08/08/2016	196.55
	WAL-MART COMMUNITY	05863	Landscaping supplies	0	07/19/2016	08/08/2016	86.33
							467.57
001-130.000-737.200	Building Mair						
	EGAN SUPPLY COMPANY	250491	Disinfectant,etc/pks restrooms	0	07/14/2016	08/08/2016	1,886.94
							1,886.94
001-130.000-737.705	Shop Supplie						
	BOSELMAN ENERGY, INC.	019513	Oil	0	07/21/2016	08/08/2016	40.24
	MENARDS - HASTINGS	11635	Bolt cutter	0	07/17/2016	08/08/2016	29.98
							70.22
						Total Dept. Parks:	7,340.79
Dept: 140.000	Water Park						
001-140.000-724.050	Printing						
	CORNHUSKER PRESS	P178550	Aquacourt brochures	0	07/13/2016	08/08/2016	102.48
							102.48
001-140.000-726.200	Telephone						
	WINDSTREAM COMMUNICAT	090766033	Svc 7/19-8/18/16	0	07/21/2016	08/08/2016	205.84
							205.84
001-140.000-727.200	R & M Buildir						
	KRIEGER ELECTRIC CO.	42093	Wave pool fuse repair	0	07/05/2016	08/08/2016	76.50
							76.50
001-140.000-730.050	Office Supplie						
	DAYMARK SOLUTIONS	101796	Ribbon	0	07/12/2016	08/08/2016	272.50
	RUSS'S MARKET		Refreshments	0	07/13/2016	08/08/2016	5.99
	WAL-MART COMMUNITY	08409	Off supplies,Wet'n'Wild suppl	0	07/06/2016	08/08/2016	124.67
	WAL-MART COMMUNITY	07476	Wet'n'Wild camp supplies	0	07/15/2016	08/08/2016	31.50
							434.66
001-140.000-731.150	Chemicals						
	HAWKINS, INC.	3912766	Pool chemicals	0	08/06/2016	08/08/2016	1,513.41
	HAWKINS, INC.	3915851	Pool chemicals	0	07/12/2016	08/08/2016	1,342.21
							2,855.62
001-140.000-731.205	Concessions						

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	ALLEN'S OF HASTINGS, INC.	247	Concessions for resale	0	07/07/2016	08/08/2016	22.64
	ALLEN'S OF HASTINGS, INC.	67	Concessions for resale	0	07/10/2016	08/08/2016	38.40
	ALLEN'S OF HASTINGS, INC.	100	Concessions for resale	0	07/12/2016	08/08/2016	47.13
	ALLEN'S OF HASTINGS, INC.	85	Concessions for resale	0	07/18/2016	08/08/2016	38.40
	ALLEN'S OF HASTINGS, INC.	68541	Credit duplicate pmts	0	07/15/2016	08/08/2016	-19.83
	CASH-WA DISTRIBUTING	10600864	Concessions for resale	0	07/01/2016	08/08/2016	402.45
	CASH-WA DISTRIBUTING	10607033	Concessions for resale	0	07/07/2016	08/08/2016	526.60
	CASH-WA DISTRIBUTING	10610379	Concessions for resale	0	07/11/2016	08/08/2016	857.95
	CASH-WA DISTRIBUTING	10614124	Concessions for resale	0	07/13/2016	08/08/2016	564.65
	CASH-WA DISTRIBUTING	10616426	Concessions for resale	0	07/15/2016	08/08/2016	397.90
	CASH-WA DISTRIBUTING	10619250	Concessions for resale	0	07/18/2016	08/08/2016	515.56
	PEPSI-COLA BOTTLING CO.	6157654	Concessions for resale	0	07/05/2016	08/08/2016	596.55
	PEPSI-COLA BOTTLING CO.	6158058	Concessions for resale	0	07/11/2016	08/08/2016	274.30
							4,262.70
001-140.000-731.350	Medical Supp						
	WAL-MART COMMUNITY	06848	Medical supplies	0	07/19/2016	08/08/2016	31.16
							31.16
001-140.000-731.700	Wearing Appr						
	INKCREDIBLE INC	13037	Aquacourt T-shirts (77)	0	07/10/2016	08/08/2016	500.50
	ZIMMERMAN PRINTING &	50413	Wet 'n' Wild T-shirts (37)	0	07/12/2016	08/08/2016	222.00
							722.50
001-140.000-737.200	Building Mair						
	ALLEN'S OF HASTINGS, INC.	73	Raid spray	0	07/13/2016	08/08/2016	5.49
	JACKSON SERVICES INC.	3400700	Mops & linen bag rack	0	07/14/2016	08/08/2016	58.40
	KULLY PIPE & STEEL SUPPL	652607	Hydrant t-key stem	0	07/11/2016	08/08/2016	18.02
							81.91
							Total Dept. Water Park: 8,773.37
Dept: 145.000 Recreation program							
001-145.000-720.331	Adult Act. Co						
	ENGBERG/SCOTT//	Umpire	15gms @ \$22/game	0	07/21/2016	08/08/2016	330.00
	FABER/TODD//	Umpire	2gms @ \$23/game	0	07/21/2016	08/08/2016	46.00
	KNAPPLE/FRED H.//	Umpire	11gms @ \$22/game	0	07/21/2016	08/08/2016	242.00
	LINDBLAD/BRADLEY EDGAR	Umpire	3gms @ \$21/game	0	07/21/2016	08/08/2016	63.00
	MASER/ADAM//	Umpire	12gms @ 22/game	0	07/21/2016	08/08/2016	264.00
	MC AMIS/RANDALL W.//	Umpire	11gms @ \$23/game	0	07/21/2016	08/08/2016	253.00
	MC DONALD JR./BRIAN L.//	Umpire	3gms @ \$22/game	0	07/21/2016	08/08/2016	66.00
	NELSON/BRENT//	Umpire	3gms @ \$22/game	0	07/21/2016	08/08/2016	66.00
	RATZLAFF/THOMAS J//	Umpire	9gms @ \$23/game	0	07/21/2016	08/08/2016	207.00
							1,537.00
001-145.000-720.332	Youth Act. Cc						
	CASE/MATTHEW A.//		Tennis lesson instructor	0	07/15/2016	08/08/2016	189.75
							189.75
001-145.000-721.050	Postage						
	US BANK CORPORATE PAYM	USPS	Stamps	0	07/13/2016	08/08/2016	94.00
							94.00
001-145.000-726.200	Telephone						
	CHARTER COMMUNICATION	0263913	Internet svc 8/20-9/19/16	0	08/10/2016	08/08/2016	60.00
							60.00
001-145.000-730.050	Office Supplie						
	BUSINESS WORLD PRODUC	628091	Office supplies	0	07/08/2016	08/08/2016	70.14
							70.14
001-145.000-731.401	Adult Rec Su						
	AWARDS UNLIMITED, INC.	414709	2016 adult sftball 3rd pl plaq	0	07/07/2016	08/08/2016	80.27

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							80.27
001-145.000-731.700	Wearing Appi						
	INKCREDIBLE INC	13081	Rec program T-shirts (10)	0	07/11/2016	08/08/2016	77.00
							77.00
Total Dept. Recreation programming:							2,108.16
Dept: 150.000 Library							
001-150.000-720.300	Professional						
	UNIQUE MANAGEMENT SVC	429920	Collection services	0	07/01/2016	08/08/2016	259.55
							259.55
001-150.000-720.350	Training & Cc						
	ABOS	345729	Conf reg 2016-Weichel,Jensen	0	07/20/2016	08/08/2016	770.00
	NE LIBRARY ASSOCIATION *	916	NLA/NSLA conf - Hafer	0	07/16/2016	08/08/2016	160.00
							930.00
001-150.000-723.050	Advertising						
	PARKS AND RECREATION DI	15-6 Act Guide	Activity guide advertising	0	10/09/2015	08/08/2016	75.00
							75.00
001-150.000-726.200	Telephone						
	VERIZON WIRELESS	9768561546	Wireless svc 6/11-7/10/16	0	07/10/2016	08/08/2016	98.44
							98.44
001-150.000-727.200	R & M Buildir						
	SUPREME CLEANING SERVI	2913	Janitor svcs 7/16-7/31/16	0	07/21/2016	08/08/2016	800.00
							800.00
001-150.000-729.149	Processing F						
	BAKER & TAYLOR, INC.	2032142018	Books, processing	0	07/11/2016	08/08/2016	7.33
	BAKER & TAYLOR, INC.	2032119892	Books, processing	0	06/29/2016	08/08/2016	7.54
	MIDWEST TAPE	93937107	DVD, processing	0	05/04/2016	08/08/2016	19.95
	MIDWEST TAPE	94098282	DVD, processing	0	06/27/2016	08/08/2016	8.55
	MIDWEST TAPE	94111100	CDs, processing	0	06/30/2016	08/08/2016	2.85
	MIDWEST TAPE	94111102	DVDs, processing	0	06/30/2016	08/08/2016	17.45
	MIDWEST TAPE	94113154	MARC processing	0	07/01/2016	08/08/2016	45.60
	MIDWEST TAPE	94113155	MARC processing	0	07/01/2016	08/08/2016	19.20
	MIDWEST TAPE	94122077	CDs, processing	0	07/07/2016	08/08/2016	2.85
	MIDWEST TAPE	94134767	DVDs, processing	0	07/09/2016	08/08/2016	2.85
	MIDWEST TAPE	94132304	DVDs, processing	0	07/09/2016	08/08/2016	2.85
	MIDWEST TAPE	94140113	CDs, processing	0	07/13/2016	08/08/2016	2.85
	MIDWEST TAPE	94140111	DVD, processing	0	07/13/2016	08/08/2016	2.85
	MIDWEST TAPE	94145708	Audiobooks	0	07/14/2016	08/08/2016	17.50
							160.22
001-150.000-730.050	Office Supplie						
	BUSINESS WORLD PRODUC	016790-01	Colored copy paper	0	07/12/2016	08/08/2016	9.49
	BUSINESS WORLD PRODUC	016790	Color copy paper, packing tape	0	07/11/2016	08/08/2016	16.47
	DEMCO, INC.	5906264	Laminate, book tape	0	07/01/2016	08/08/2016	93.74
	EAKES OFFICE SOLUTIONS	S129499	Office & public copies	0	07/21/2016	08/08/2016	918.02
	WAL-MART COMMUNITY	08725	Bkmobile refrshmnts,tissue,twl	0	07/21/2016	08/08/2016	58.35
	WAL-MART COMMUNITY	00081	Off supplies - bookmobile	0	07/22/2016	08/08/2016	18.62
							1,114.69
001-150.000-730.110	Electronic Da						
	GALE-CENGAGE LEARNING	58144105	Chilton library 6/1/16-5/31/17	0	06/02/2016	08/08/2016	1,866.00
	NE LIBRARY COMMISSION	Renew '16-'17	Mango renewal 10/1/16-9/30/17	0	07/07/2016	08/08/2016	3,183.05
							5,049.05
001-150.000-730.115	Library Collec						

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	BAKER & TAYLOR, INC.	2032128709	Books	0	07/05/2016	08/08/2016	134.01
	BAKER & TAYLOR, INC.	2032142018	Books, processing	0	07/11/2016	08/08/2016	112.26
	BAKER & TAYLOR, INC.	2032144771	Books	0	07/11/2016	08/08/2016	857.81
	BAKER & TAYLOR, INC.	2032119892	Books, processing	0	06/29/2016	08/08/2016	80.69
	BLACKSTONE AUDIOBOOKS	840862	Audiobooks	0	06/23/2016	08/08/2016	87.98
	GALE-CENGAGE LEARNING	58063103	Books	0	05/17/2016	08/08/2016	47.23
	GALE-CENGAGE LEARNING	58222913	Books	0	06/16/2016	08/08/2016	22.50
	GALE-CENGAGE LEARNING	58317107	Books	0	07/05/2016	08/08/2016	71.97
	GALE-CENGAGE LEARNING	58315805	Books	0	07/05/2016	08/08/2016	91.97
	GALE-CENGAGE LEARNING	58325348	Books	0	07/06/2016	08/08/2016	47.98
	GALE-CENGAGE LEARNING	58353457	Books	0	07/12/2016	08/08/2016	82.49
	MIDWEST TAPE	93937107	DVD, processing	0	05/04/2016	08/08/2016	65.98
	MIDWEST TAPE	94098282	DVD, processing	0	06/27/2016	08/08/2016	46.97
	MIDWEST TAPE	94111100	CDs, processing	0	06/30/2016	08/08/2016	13.99
	MIDWEST TAPE	94111102	DVDs, processing	0	06/30/2016	08/08/2016	65.97
	MIDWEST TAPE	94122077	CDs, processing	0	07/07/2016	08/08/2016	11.99
	MIDWEST TAPE	94134767	DVDs, processing	0	07/09/2016	08/08/2016	17.99
	MIDWEST TAPE	94132304	DVDs, processing	0	07/09/2016	08/08/2016	12.99
	MIDWEST TAPE	94140113	CDs, processing	0	07/13/2016	08/08/2016	16.99
	MIDWEST TAPE	94140111	DVD, processing	0	07/13/2016	08/08/2016	14.99
	MIDWEST TAPE	94145708	Audiobooks	0	07/14/2016	08/08/2016	148.95
	MIDWEST TAPE	94111558	HOOPLA	0	06/30/2016	08/08/2016	1,352.38
	RECORDED BOOKS, LLC	75360844	Audiobook	0	06/30/2016	08/08/2016	64.60
	RECORDED BOOKS, LLC	75365050	eMagazine	0	07/01/2016	08/08/2016	49.50
	US BANK CORPORATE PAYM	Amazon	Ebook - Kindle	0	07/20/2016	08/08/2016	11.76
	US BANK CORPORATE PAYM	Enchroma Inc	Glasses for color blind	0	07/20/2016	08/08/2016	349.00
	US BANK CORPORATE PAYM	Amazon	Ebook - Kindle	0	07/19/2016	08/08/2016	4.99
	US BANK CORPORATE PAYM	Amazon	Ebook - Kindle	0	07/18/2016	08/08/2016	40.62
	US BANK CORPORATE PAYM	Amazon	Ebook - Kindle	0	07/16/2016	08/08/2016	2.99
	US BANK CORPORATE PAYM	Amazon	Ebook - Kindle	0	07/15/2016	08/08/2016	5.99
	US BANK CORPORATE PAYM	Amazon	Ebook - Kindle	0	07/14/2016	08/08/2016	10.69
	US BANK CORPORATE PAYM	Amazon	Ebook - Kindle	0	07/14/2016	08/08/2016	1.99
	US BANK CORPORATE PAYM	Amazon	Ebook - Kindle	0	07/14/2016	08/08/2016	9.11
	US BANK CORPORATE PAYM	Amazon	Ebook - Kindle	0	07/14/2016	08/08/2016	10.69
	US BANK CORPORATE PAYM	Amazon	Ebook - Kindle	0	07/14/2016	08/08/2016	10.69
	US BANK CORPORATE PAYM	Amazon	Ebook - Kindle	0	07/14/2016	08/08/2016	9.11
	US BANK CORPORATE PAYM	Amazon	Ebook - Kindle	0	07/14/2016	08/08/2016	4.99
	US BANK CORPORATE PAYM	Amazon	Ebook - Kindle	0	07/13/2016	08/08/2016	9.62
	US BANK CORPORATE PAYM	Amazon	Ebook - Kindle	0	07/12/2016	08/08/2016	9.11
	US BANK CORPORATE PAYM	Amazon	Ebook - Kindle	0	07/11/2016	08/08/2016	14.49
							4,026.02
001-150.000-737.212	Event Expen:						
	SHEEHY/DAN//	SRP2016	Tropical Sno HPL event	0	07/07/2016	08/08/2016	200.00
	WAL-MART COMMUNITY	08725	Bkmobile refrshmnts,tissue,twl	0	07/21/2016	08/08/2016	41.38
							241.38
							Total Dept. Library: 12,754.35
Dept: 220.000 911 center							
001-220.000-726.200	Telephone						
	STATE OF NE - DAS STATE	1020649	State telecom - July 2016	0	07/20/2016	08/08/2016	704.00
							704.00
001-220.000-731.700	Wearing App:						
	PROFORMA	G16010160	3 shirts - Deepe	0	07/11/2016	08/08/2016	101.94
							101.94
							Total Dept. 911 center: 805.94
Dept: 230.000 Hastings Fire & Re:							
001-230.000-720.300	Professional						

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	BURKE, PSY.D./MICHAEL//		Pre-employ eval-Ward,Rhienhart	0	07/15/2016	08/08/2016	1,500.00
	NE STATE PATROL		Fingerprint-Dekker,Ward,Pughes	0	07/21/2016	08/08/2016	86.25
							1,586.25
001-230.000-720.350	Training & Cc						
	US BANK CORPORATE PAYM	American Airlines	Airfare-FRI conf-Erie	0	07/08/2016	08/08/2016	366.70
	US BANK CORPORATE PAYM	IAFC	FRI conf register - Erie	0	07/08/2016	08/08/2016	720.00
	US BANK CORPORATE PAYM	IAFC	FRI conf register - Erie	0	07/11/2016	08/08/2016	125.00
							1,211.70
001-230.000-723.050	Advertising						
	US BANK CORPORATE PAYM	Firehouse	Employment advertisement	0	07/11/2016	08/08/2016	175.00
	WFCA: THE DAILY DISPATCH	2016-578	Employment ad	0	07/08/2016	08/08/2016	385.00
							560.00
001-230.000-724.050	Printing						
	EAKES OFFICE SOLUTIONS	S128608	Copies	0	07/15/2016	08/08/2016	575.41
							575.41
001-230.000-727.200	R & M Buildir						
	RAYNOR GARAGE DOORS C	21424	Repair overhead garage door	0	07/08/2016	08/08/2016	406.50
							406.50
001-230.000-727.400	R & M Commr						
	PLATTE VALLEY COMMUNIC.	29041	Pager repair & battery	0	07/14/2016	08/08/2016	67.50
	PLATTE VALLEY COMMUNIC.	29023	UHF antenna	0	07/15/2016	08/08/2016	11.25
	PLATTE VALLEY COMMUNIC.	29040	Portable radio repair	0	07/20/2016	08/08/2016	1,000.50
							1,079.25
001-230.000-727.700	R & M Tools &						
	HATTEN ELECTRIC SERVICE	0063546-IN	Repairs on light trailer	0	07/19/2016	08/08/2016	487.30
	MIDWEST RESTAURANT SUP	108163	Ice machine leak	0	07/15/2016	08/08/2016	135.21
							622.51
001-230.000-727.800	R & M Vehicl						
	N A P A AUTO PARTS	644632	FU-4 fuse	0	07/21/2016	08/08/2016	3.49
							3.49
001-230.000-730.050	Office Supplie						
	EAKES OFFICE SOLUTIONS	7019481	Legal paper	0	07/11/2016	08/08/2016	10.58
							10.58
001-230.000-737.200	Building Maint						
	CASH-WA CANDY CO.	68585	Towels,tissue,cleaner,liners	0	07/18/2016	08/08/2016	503.84
	US BANK CORPORATE PAYM	K-Mart	Kitchen supplies	0	07/19/2016	08/08/2016	197.36
	WAL-MART COMMUNITY	01517	Thermometers	0	07/08/2016	08/08/2016	46.66
	WAL-MART COMMUNITY	03025	Hangers	0	07/13/2016	08/08/2016	8.64
							756.50
							Total Dept. Hastings Fire & Rescue: 6,812.19
Dept: 230.300	Ambulance Service						
001-230.300-720.300	Professional						
	FAMILY MEDICAL CENTER O	T Vorderstrasse	Annual physical	0	05/09/2016	08/08/2016	154.00
							154.00
001-230.300-727.800	R & M Vehicl						
	GARRETT TIRES AND TREAL	108768	R-8 repair ball jnts,alignment	0	07/20/2016	08/08/2016	705.75
							705.75
001-230.300-731.350	Medical Supp						
	AIRGAS USA	9937055476	Oxygen cylinder rent	0	06/30/2016	08/08/2016	17.63
	ARROW INTERNATIONAL	94052220	EZ-IO needles	0	07/01/2016	08/08/2016	1,109.73
	BOUND TREE MEDICAL LLC	82205867	Medical supplies	0	07/12/2016	08/08/2016	27.87

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	MATHESON TRIGAS-LINWEL	13397301	Oxygen	0	05/19/2016	08/08/2016	61.09
	MATHESON TRIGAS-LINWEL	13682255	Oxygen	0	07/05/2016	08/08/2016	17.26
	MATHESON TRIGAS-LINWEL	13682260	Oxygen	0	07/08/2016	08/08/2016	51.88
							1,285.46
001-230.300-731.650	Uniform Allow						
	ASPEN MILLS, INC.	183141	4 pair uniform pants	0	06/29/2016	08/08/2016	214.04
	MUNICIPAL EMERGENCY SE	IN1045408	Polo shirts (10)	0	07/07/2016	08/08/2016	409.08
	MUNICIPAL EMERGENCY SE	IN1045867	1 pair pants	0	07/08/2016	08/08/2016	42.12
							665.24
Total Dept. Ambulance Service:							2,810.45
Dept: 240.000 Police							
001-240.000-720.300	Professional						
	CBS - REPORTING SERVICE	321730	Membership	0	07/01/2016	08/08/2016	15.00
	NE PUBLIC HEALTH ENVIRO	477862	BAC 12 tests	0	07/19/2016	08/08/2016	1,260.00
							1,275.00
001-240.000-720.350	Training & Co						
	CENTRAL COMMUNITY COLI	1471855	Leadership dev class-J Craig	0	07/13/2016	08/08/2016	300.00
	CONSOLIDATED MANAGEME	210261	Meals - Armon, Dramse	0	07/20/2016	08/08/2016	52.44
							352.44
001-240.000-721.050	Postage						
	TOTAL PACKAGE/THE//	60699	Postage	0	06/30/2016	08/08/2016	10.56
	US BANK CORPORATE PAYM	USPS	Postage	0	07/07/2016	08/08/2016	8.83
	US BANK CORPORATE PAYM	USPS	Postage	0	07/13/2016	08/08/2016	8.83
	US BANK CORPORATE PAYM	USPS	Postage	0	07/14/2016	08/08/2016	8.45
	US BANK CORPORATE PAYM	USPS	5 rolls postage stamps	0	07/21/2016	08/08/2016	235.00
							271.67
001-240.000-724.050	Printing						
	EAKES OFFICE SOLUTIONS	7019636	Print svcs, laminating, copy	0	07/08/2016	08/08/2016	13.90
							13.90
001-240.000-726.100	Natural Gas						
	HASTINGS UTILITIES	09340740	Utilities 5/9-6/8/16	0	06/08/2016	08/08/2016	873.11
							873.11
001-240.000-726.150	Sewer						
	HASTINGS UTILITIES	09340740	Utilities 5/9-6/8/16	0	06/08/2016	08/08/2016	20.03
							20.03
001-240.000-726.200	Telephone						
	VERIZON WIRELESS	9768581549	Mnthly svc,hotspots 6/11-7/10	0	07/10/2016	08/08/2016	794.91
	WINDSTREAM COMMUNICAT	090212727	Phone svc & long distance	0	07/07/2016	08/08/2016	133.29
							928.20
001-240.000-726.250	Water						
	HASTINGS UTILITIES	09340740	Utilities 5/9-6/8/16	0	06/08/2016	08/08/2016	99.97
							99.97
001-240.000-727.200	R & M Buildir						
	GRACE'S LOCKSMITH SERV	56615	10 keys for bldg	0	07/19/2016	08/08/2016	20.00
	RUTT'S HEATING & AC	33050	3 condenser fan motors,blades	0	07/08/2016	08/08/2016	3,246.00
	WAL-MART COMMUNITY	07608	Roundup,cleaner,cat food	0	07/15/2016	08/08/2016	21.74
							3,287.74
001-240.000-727.206	Mowing Prop						
	VAREL/VINCENT H.//		Mowing - code violations	0	07/09/2016	08/08/2016	127.50
							127.50
001-240.000-727.400	R & M Comrr						

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	VERIZON WIRELESS	9768581549	Mnthly svc,hotspots 6/11-7/10	0	07/10/2016	08/08/2016	400.10
							400.10
001-240.000-727.600	R & M Office						
	EAKES OFFICE SOLUTIONS	7025174	Mesh chair - J Craig	0	07/18/2016	08/08/2016	699.00
	US BANK CORPORATE PAYM	Menards	2 shelving units	0	07/08/2016	08/08/2016	149.78
							848.78
001-240.000-727.700	R & M Tools						
	NOVA FITNESS EQUIPMENT	32406	Completed preventative maint	0	07/14/2016	08/08/2016	233.50
	PLATTE VALLEY COMMUNIC.	29026	Replace dome light button #70	0	07/18/2016	08/08/2016	53.95
							287.45
001-240.000-727.800	R & M Vehicle						
	ACE AUTOMOTIVE, INC.	34853	Oil change #67	0	06/21/2016	08/08/2016	39.98
	ACE AUTOMOTIVE, INC.	35276	Trunk latch assembly #66	0	07/11/2016	08/08/2016	239.55
	ACE AUTOMOTIVE, INC.	35281	Oil change #83	0	07/11/2016	08/08/2016	39.98
	ACE AUTOMOTIVE, INC.	35290	Battery #83	0	07/13/2016	08/08/2016	229.71
	ACE AUTOMOTIVE, INC.	35292	R&R A/C kit components #69	0	07/13/2016	08/08/2016	1,732.01
	ACE AUTOMOTIVE, INC.	35309	Oil change #35	0	07/15/2016	08/08/2016	138.98
	FILL-N-CHILL	29192	39 car washes	0	06/30/2016	08/08/2016	195.00
	FRIESEN CHEVROLET, INC.	250419	Clear sensory code #69	0	07/01/2016	08/08/2016	33.00
							2,648.21
001-240.000-729.204	Heartland Pe						
	HEARTLAND PET CONNECTI	August	August pet care	0	08/01/2016	08/08/2016	4,333.33
							4,333.33
001-240.000-730.050	Office Supplie						
	CORNHUSKER PRESS	P178530	1000 5x8 master cards	0	07/12/2016	08/08/2016	45.77
	EAKES OFFICE SOLUTIONS	7018293	Lined post its	0	07/07/2016	08/08/2016	13.99
							59.76
001-240.000-731.200	Food Supplie						
	US BANK CORPORATE PAYM	WalMart	Bottled water	0	07/21/2016	08/08/2016	14.00
	WAL-MART COMMUNITY	07608	Roundup,cleaner,cat food	0	07/15/2016	08/08/2016	3.98
							17.98
001-240.000-731.650	Uniform Allow						
	JACK'S UNIFORMS & EQUIP	60783A	4 flat glove pouchs,ready bags	0	07/07/2016	08/08/2016	262.59
	JACK'S UNIFORMS & EQUIP	60192B	2 jackets - Hanson	0	07/07/2016	08/08/2016	234.89
	JACK'S UNIFORMS & EQUIP	60386B	2 jackets - Ditter	0	07/07/2016	08/08/2016	234.89
	JACK'S UNIFORMS & EQUIP	60811A	Cargo pocket pant - Ditter	0	07/19/2016	08/08/2016	124.89
	US BANK CORPORATE PAYM	WalMart	4 pr Dickies-new officers	0	07/19/2016	08/08/2016	104.43
	WAL-MART COMMUNITY	07285	Bandanas,pants,memo/note bks	0	07/19/2016	08/08/2016	105.85
							1,067.54
001-240.000-731.700	Wearing Appi						
	JACK'S UNIFORMS & EQUIP	61044A	1 polo shirt - Thayer	0	07/12/2016	08/08/2016	38.94
							38.94
001-240.000-737.200	Building Mair						
	BIG G COMMERCIAL ACCOU	543836	Rags	0	07/15/2016	08/08/2016	35.97
	US BANK CORPORATE PAYM	Orschelins	Pail, aerators	0	07/19/2016	08/08/2016	16.77
							52.74
001-240.000-738.055	Field Equipm						
	DASH MEDICAL GLOVES INC	1192176	10 boxes of gloves	0	07/20/2016	08/08/2016	71.90
	MATHESON TRIGAS-LINWEL	13513671	5 pr Tillman 20" gloves	0	07/13/2016	08/08/2016	91.91
	PLATTE VALLEY COMMUNIC.	29004	10 leather cases	0	07/12/2016	08/08/2016	590.00
	REPCO MARKETING, INC.	10940	Breath machine,simulator solut	0	07/11/2016	08/08/2016	672.00
	S.O.S. PORTABLE TOILET IN	35353	Portable toilet - firing range	0	07/14/2016	08/08/2016	50.00

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	WAL-MART COMMUNITY	01150	5 flat sheets,5 twls,30 pk twl	0	07/07/2016	08/08/2016	58.54
	WAL-MART COMMUNITY	07285	Bandanas,pants,memo/note bks	0	07/19/2016	08/08/2016	21.98
							1,556.33
Total Dept. Police:							18,560.72
Dept: 330.000 EPA mandates							
001-330.000-729.400	EPA Legal Fe						
	SULLIVAN, SHOEMAKER PC,	7250.507	Legal exp/EPA (So landfill)	0	07/22/2016	08/08/2016	257.40
	SULLIVAN, SHOEMAKER PC,	7250.506	Legal exp/EPA (NLF)	0	07/22/2016	08/08/2016	225.60
	SULLIVAN, SHOEMAKER PC,	7250.500	Legal exp/EPA (Area Wide)	0	07/22/2016	08/08/2016	563.55
							1,046.55
Total Dept. EPA mandates:							1,046.55
Dept: 330.100 EPA 2nd street sub							
001-330.100-726.100	Natural Gas						
	HASTINGS UTILITIES	18691902	Utilities 2nd St site	0	06/20/2016	08/08/2016	12.55
							12.55
001-330.100-726.150	Sewer						
	HASTINGS UTILITIES	18691902	Utilities 2nd St site	0	06/20/2016	08/08/2016	13.49
							13.49
001-330.100-726.250	Water						
	HASTINGS UTILITIES	18691902	Utilities 2nd St site	0	06/20/2016	08/08/2016	19.47
							19.47
001-330.100-729.400	EPA Legal Fe						
	SULLIVAN, SHOEMAKER PC,	7250.502	Legal exp/EPA (2nd St)	0	07/22/2016	08/08/2016	595.73
							595.73
001-330.100-729.436	2nd St. Rent						
	FILL-N-CHILL *2	August	August/202 E 2nd Street	0	08/01/2016	08/08/2016	1,550.00
							1,550.00
Total Dept. EPA 2nd street subsite:							2,191.24
Dept: 330.200 Storm Water Manag							
001-330.200-724.050	Printing						
	4IMPRINT INC	12413461	State Fair ed promo items	0	07/15/2016	08/08/2016	2,782.45
							2,782.45
001-330.200-730.050	Office Supplie						
	EAKES OFFICE SOLUTIONS	7019473	Tape,strip pwr,ruler,pins,sani	0	07/11/2016	08/08/2016	125.76
							125.76
Total Dept. Storm Water Management:							2,908.21
Dept: 620.000 Airport							
001-620.000-726.100	Natural Gas						
	HASTINGS UTILITIES	111627	Utilities 5/26-6/28/16	0	07/05/2016	08/08/2016	40.33
							40.33
001-620.000-726.150	Sewer						
	HASTINGS UTILITIES	111627	Utilities 5/26-6/28/16	0	07/05/2016	08/08/2016	70.04
							70.04
001-620.000-726.250	Water						
	HASTINGS UTILITIES	111627	Utilities 5/26-6/28/16	0	07/05/2016	08/08/2016	75.58
							75.58
001-620.000-727.200	R & M Buildir						
	IDEAL ELECTRIC, INC.	8269	Bldg #1-repair inside lights	0	07/12/2016	08/08/2016	45.42

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	PARAMOUNT LINEN	11447	Mats/coveralls	0	07/15/2016	08/08/2016	17.35
							62.77
001-620.000-727.700	R & M Tools & Equipment						
	HASTINGS OUTDOOR POWER	7459	WeedEater gatorline,HP 2.5gal	0	07/18/2016	08/08/2016	80.49
	NAPA AUTO PARTS	644530	2 filters - Kubota, #117	0	07/21/2016	08/08/2016	26.05
							106.54
001-620.000-729.150	Other Operating						
	WINDSTREAM COMMUNICATIONS	090937657	Land & internet 7/7-8/6/16	0	07/11/2016	08/08/2016	101.78
							101.78
001-620.000-731.250	Fuel & Oil						
	HASTINGS OUTDOOR POWER	7459	WeedEater gatorline,HP 2.5gal	0	07/18/2016	08/08/2016	17.46
							17.46
							Total Dept. Airport: 474.50
							tal Fund GENERAL FUND: 658,001.63
Fund: 111 1999 BUSINESS IMPROVEMENT							
Dept: 000.000							
111-000.000-720.025	Administrative						
	IDEA BANK MARKETING	4608	Svc agreement 6/2016	0	06/30/2016	08/08/2016	69.00
							69.00
111-000.000-720.100	Contract Labor						
	PAVELKA/CRAIG//		Watering 6/9-6/19	0	06/06/2016	08/08/2016	268.00
	PAVELKA/CRAIG//	580320	Spray, water, fuel	0	06/07/2016	08/08/2016	164.00
	PAVELKA/CRAIG//	580322	Spray, water, fuel	0	06/22/2016	08/08/2016	220.00
	PAVELKA/CRAIG//	580337	Spray, water, fuel	0	06/30/2016	08/08/2016	348.00
	PAVELKA/CRAIG//	580338	Spray, water, fuel	0	07/08/2016	08/08/2016	87.00
	PAVELKA/CRAIG//	580340	Watering, maintenance, fuel	0	07/13/2016	08/08/2016	94.00
							1,181.00
111-000.000-720.300	Professional Services						
	COMMUNITY REDEVELOPMENT	August	August director salary,off rent	0	08/01/2016	08/08/2016	1,625.00
							1,625.00
111-000.000-721.050	Postage						
	HASTINGS AREA CHAMBER	9525	May copies,postage,phone	0	06/15/2016	08/08/2016	16.21
	HASTINGS AREA CHAMBER	9551	June copies,postage,phone	0	07/15/2016	08/08/2016	5.43
							21.64
111-000.000-723.110	Public Improvement						
	K&G PLUMBING AND HEATING	804468	1st St parking lot	0	06/16/2016	08/08/2016	397.35
							397.35
111-000.000-724.050	Printing						
	HASTINGS AREA CHAMBER	9525	May copies,postage,phone	0	06/15/2016	08/08/2016	68.91
	HASTINGS AREA CHAMBER	9551	June copies,postage,phone	0	07/15/2016	08/08/2016	40.48
							109.39
111-000.000-726.200	Telephone						
	HASTINGS AREA CHAMBER	9525	May copies,postage,phone	0	06/15/2016	08/08/2016	95.02
	HASTINGS AREA CHAMBER	9551	June copies,postage,phone	0	07/15/2016	08/08/2016	97.34
							192.36
111-000.000-728.100	Rent						
	COMMUNITY REDEVELOPMENT	August	August director salary,off rent	0	08/01/2016	08/08/2016	250.00
							250.00
111-000.000-737.200	Building Maintenance						

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	BIG G COMMERCIAL ACCOU	543352	Fasteners, lighting	0	07/11/2016	08/08/2016	15.76
	BOHLMANN, INC.	B8196	Trash receptacles	0	05/09/2016	08/08/2016	482.10
	CLOCK TOWER PLAZA		Wood chips	0	06/13/2016	08/08/2016	50.00
	DEMARS RENTALS	Lots 1 & 2	Hose/supplies	0	06/28/2016	08/08/2016	132.54
	GARDEN GNOMES, LLC	1102	6/16 CP & 1st & BNRR	0	07/02/2016	08/08/2016	395.00
	PRECISION SPRINKLERS, IN	10276	Parking lot at 1st & Lexington	0	07/01/2016	08/08/2016	37.25
	THEIS SERVICE CENTER	55850	Pump,lights/water trailer	0	07/12/2016	08/08/2016	52.64
	US BANK CORPORATE PAYM	Access Fixtures	2 bollards	0	07/06/2016	08/08/2016	511.32
	US BANK CORPORATE PAYM	Access Fixtures	Bollard	0	07/18/2016	08/08/2016	255.66
							1,932.27

Total Dept. 000000: 5,778.01

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Fund: 130 LIBRARY GRANT FUNI

Dept: 000.000

130-000.000-720.350 Training & Cc

US BANK CORPORATE PAYM	United Airlines	Airfare-Weichel bkmobile conf	0	07/15/2016	08/08/2016	386.70
US BANK CORPORATE PAYM	United Airlines	Airfare-Jensen bkmobile conf	0	07/15/2016	08/08/2016	386.70
						773.40

130-000.000-720.357 Library Progr

SHEEHY/DAN//	SRP2016	Tropical Sno HPL event	0	07/07/2016	08/08/2016	155.00
US BANK CORPORATE PAYM	Back Alley Bakery	Lunch expense prog presenter	0	07/19/2016	08/08/2016	48.80
						203.80

Total Dept. 000000: 977.20

d LIBRARY GRANT FUND: 977.20

Fund: 131 LIBRARY SALES TAX F

Dept: 000.000

131-000.000-742.300 Construction

CHIEF CONSTRUCTION CO.	#3	Renovation charges	0	06/24/2016	08/08/2016	106,533.03
CLARK ENERSEN PARTNER:	8	Architect svcs for lib project	0	06/09/2016	08/08/2016	37,787.47
						144,320.50

Total Dept. 000000: 144,320.50

BRARY SALES TAX FUND: 144,320.50

Fund: 133 PARKS GRANT FUND

Dept: 130.000 Parks

133-130.000-741.209 Infrastructure

CONSOLIDATED CONCRETE	208352	Memorial bench pad	0	06/23/2016	08/08/2016	150.00
						150.00

Total Dept. Parks: 150.00

and PARKS GRANT FUND: 150.00

Fund: 147 CANDO FUND

Dept: 000.000

147-000.000-729.600 Cando Projec

HASTINGS POLICE DEPARTM	Wennekamp	Reimburse OT 7/12-7/14	0	07/19/2016	08/08/2016	327.74
WINDSTREAM COMMUNICAT	090212738	Phone svc Hastings office	0	07/07/2016	08/08/2016	67.48
						395.22

Total Dept. 000000: 395.22

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Total Fund CANDO FUND:							395.22
Fund: 170 MUSEUM FUND							
Dept: 170.100 Museum administr							
170-170.100-723.050	Advertising						
	EAKES OFFICE SOLUTIONS	7023125	Bright reams/advertise	0	07/15/2016	08/08/2016	173.84
	MUSEUM - PETTY CASH		Art supplies,guarntee,bulbs	0	07/08/2016	08/08/2016	25.00
	SIGNATURE PUBLISHING CC		4 guest directories/hotels	0	07/20/2016	08/08/2016	805.00
							1,003.84
170-170.100-723.060	Promo Servic						
	ADAMS COUNTY CONVENTI	June	June lodging tax	0	08/01/2016	08/08/2016	10,805.91
							10,805.91
170-170.100-726.200	Telephone						
	CHARTER COMMUNICATION	0007005	Internet svc 8/24-9/23/16	0	07/15/2016	08/08/2016	99.98
							99.98
170-170.100-727.500	R & M Heavy						
	HONEYWELL, INC.	5236864089	R&M bldgs	0	07/02/2016	08/08/2016	5,037.09
							5,037.09
170-170.100-728.150	Film Royalty						
	BIG & DIGITAL, LLC		The Gruffalo	0	07/19/2016	08/08/2016	15.51
	MACGILLIVRAY FREEMAN FI	June	June royalties-National Parks	0	07/20/2016	08/08/2016	2,553.58
	MUSEUM - PETTY CASH		Art supplies,guarntee,bulbs	0	07/08/2016	08/08/2016	251.20
							2,820.29
170-170.100-729.050	Dues & Subs						
	ASSN OF SCIENCE-TECH CE		Annual dues start Aug 2016	0	08/01/2016	08/08/2016	565.00
							565.00
170-170.100-731.205	Concessions						
	MUSEUM - PETTY CASH		Art supplies,guarntee,bulbs	0	07/08/2016	08/08/2016	5.87
	PEPSI-COLA BOTTLING CO.	6158142	Soda for vending	0	07/12/2016	08/08/2016	131.50
	PEPSI-COLA BOTTLING CO.	6158625	Soda for vending	0	07/19/2016	08/08/2016	254.50
							391.87
170-170.100-731.210	Store Merchæ						
	ARK MEDIA GROUP, LTD.	161338	'Flight of Butterflies' - DVD	0	07/05/2016	08/08/2016	22.00
	BRONZE HORSE, LLC/THE//	07132016	Martin Brothers books	0	07/13/2016	08/08/2016	325.00
	HACHETTE BOOK GROUP	50969637	Books:Nat'l Parks,education	0	07/06/2016	08/08/2016	276.50
							623.50
170-170.100-731.408	Educational E						
	FASTENAL COMPANY	NEHAS127796	Blue tables adjust	0	07/13/2016	08/08/2016	9.95
	HACHETTE BOOK GROUP	50969637	Books:Nat'l Parks,education	0	07/06/2016	08/08/2016	10.00
	MENARDS - HASTINGS	11312	Garden sign,adj hex for table	0	07/13/2016	08/08/2016	4.98
	MUSEUM - PETTY CASH		Art supplies,guarntee,bulbs	0	07/08/2016	08/08/2016	113.09
	WAL-MART COMMUNITY	03877	Return duct tape	0	07/10/2016	08/08/2016	-45.14
	WAL-MART COMMUNITY	03874	Return plant 3 pks	0	07/10/2016	08/08/2016	-15.88
	WAL-MART COMMUNITY	07001	Ed classes-Prek & Summer fun	0	07/08/2016	08/08/2016	84.53
	WAL-MART COMMUNITY	04831	Kool-Aid,spray bottles	0	07/10/2016	08/08/2016	56.20
							217.73
170-170.100-737.100	Landscaping						
	AUTO VALUE-HASTINGS	70-457250	Mower parts	0	07/21/2016	08/08/2016	103.54
							103.54
170-170.100-737.200	Building Mair						
	BEMAN'S APPLIANCE SERVI	16-2672	Refrigerator adapter-ice maker	0	07/18/2016	08/08/2016	5.15
	UNISAN NEBRASKA, LLC	120761	Hand towels,bath tissue	0	07/19/2016	08/08/2016	1,448.87

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
							1,454.02
170-170.100-737.205	Electrical Supp						
	MENARDS - HASTINGS	09042	LED,bulbs,cut off riser	0	06/15/2016	08/08/2016	36.32
							36.32
170-170.100-737.210	Exhibit Suppl						
	MENARDS - HASTINGS	11830	Electric LED,LED tape,bulbs	0	07/19/2016	08/08/2016	68.96
	MENARDS - HASTINGS	11312	Garden sign,adj hex for table	0	07/13/2016	08/08/2016	8.58
	MUSEUM - PETTY CASH		Art supplies,guarntee,bulbs	0	07/08/2016	08/08/2016	10.91
							88.45
170-170.100-737.212	Event Expen:						
	CASH-WA CANDY CO.	68604	Kool-Aid float	0	07/19/2016	08/08/2016	38.99
	MENARDS - HASTINGS	11830	Electric LED,LED tape,bulbs	0	07/19/2016	08/08/2016	27.83
	WAL-MART COMMUNITY	0118190	Beverage dispensers/events	0	07/18/2016	08/08/2016	59.94
							126.76
170-170.100-737.705	Shop Supplie						
	BIG G COMMERCIAL ACCOU	544011	Fasteners	0	07/18/2016	08/08/2016	30.22
							30.22
170-170.100-743.550	Computer Eq						
	US BANK CORPORATE PAYM	Best Buy	2 HP desktops,1 HP 23" monitor	0	07/19/2016	08/08/2016	1,979.97
							1,979.97
Total Dept. Museum administration:							25,384.49
Total Fund MUSEUM FUND:							25,384.49
Fund: 180 STREET FUND							
Dept: 000.000							
180-000.000-711.050	Full Time						
	TRAVELERS INDEMNITY CO.	E5W5807	Overpayment work comp/Dougla	0	06/10/2016	08/08/2016	193.33
							193.33
180-000.000-721.050	Postage						
	US BANK CORPORATE PAYM	USPS	Postage	0	07/22/2016	08/08/2016	3.77
							3.77
180-000.000-727.200	R & M Buildir						
	WILLIAMS EXTERMINATING,	43618	Spray building & ground	0	07/19/2016	08/08/2016	185.00
							185.00
180-000.000-727.500	R & M Heavy						
	AUTO VALUE-HASTINGS	70-456422	Credit return	0	07/07/2016	08/08/2016	-2.29
	AUTO VALUE-HASTINGS	70-456417	Plug wires #74	0	07/07/2016	08/08/2016	27.04
	GARRETT TIRES AND TREAT	107898	Flat tire repair #65	0	06/03/2016	08/08/2016	169.95
	N A P A AUTO PARTS	640866	Filter	0	07/07/2016	08/08/2016	12.53
	N A P A AUTO PARTS	641778	Filter	0	07/11/2016	08/08/2016	53.07
	N A P A AUTO PARTS	642478	Filter	0	07/13/2016	08/08/2016	37.97
	O'REILLY AUTO PARTS	764-481089	Ignition coil #74	0	07/07/2016	08/08/2016	29.35
	PROTEX CENTRAL, INC.	00071687	Fire ext and alarm repairs	0	07/13/2016	08/08/2016	27.50
	SUNBELT RENTALS	61557853-001	Adj screw #961	0	07/05/2016	08/08/2016	100.46
							455.58
180-000.000-727.710	R & M Traffic						
	HASTINGS UTILITIES	2-5383	Maint/op sch & traf sgnls-Apr	0	05/02/2016	08/08/2016	7,785.12
							7,785.12
180-000.000-727.800	R & M Vehicl						
	AUTO VALUE-HASTINGS	70-457251	Tail lamp circuit #45	0	07/21/2016	08/08/2016	20.20
	FASTENAL COMPANY	NEHAS127572	Metric bolt	0	07/05/2016	08/08/2016	0.27

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	SPADY CHEVROLET,GMC,C/	96674	Glow plug #21	0	07/13/2016	08/08/2016	95.86
	THREE POINTS TIRE	14923	Flat tire repair #8	0	07/18/2016	08/08/2016	18.00
							134.33
180-000.000-729.050	Dues & Subs						
	PARKER/DIANE//		Notary & bond fees	0	07/22/2016	08/08/2016	80.00
							80.00
180-000.000-731.050	Asphalt & Ce						
	CHRISTENSEN CONCRETE F	39010	2 pallets of concrete bags	0	07/15/2016	08/08/2016	535.16
	FAR FROM NORMAL	0401238-IN	Steel blades	0	07/07/2016	08/08/2016	196.84
	J.I.L. ASPHALT PAVING CO.	160154	2.50 tons SPR asphalt	0	07/01/2016	08/08/2016	123.50
	J.I.L. ASPHALT PAVING CO.	160159	5.01 tons SPR asphalt	0	07/05/2016	08/08/2016	247.49
	J.I.L. ASPHALT PAVING CO.	160179	3.04 tons type B asphalt	0	07/12/2016	08/08/2016	122.66
	J.I.L. ASPHALT PAVING CO.	160169	5.02 tons type B asphalt	0	07/11/2016	08/08/2016	202.56
	J.I.L. ASPHALT PAVING CO.	160189	4.27 tons SPR asphalt	0	07/14/2016	08/08/2016	210.94
	J.I.L. ASPHALT PAVING CO.	160183	4.58 tons SPL asphalt	0	07/13/2016	08/08/2016	255.34
	VONTZ PAVING, INC.	10460-977	500 gallons of tack oil	0	07/06/2016	08/08/2016	2,000.00
							3,894.49
180-000.000-731.250	Fuel & Oil						
	COOPERATIVE PRODUCERS	107133	205gals bulk oil,40 grease crt	0	06/04/2016	08/08/2016	2,139.80
	CROP PRODUCTION SERVIC	30408320	Propane 41.8 gals	0	06/13/2016	08/08/2016	44.31
	CROP PRODUCTION SERVIC	30650140	Propane 38 gals	0	06/27/2016	08/08/2016	34.58
	FOUR SEASONS OUTDOOR	79624	Bar oil	0	07/07/2016	08/08/2016	23.60
	THOMSEN OIL CO.	247354	750gals diesel	0	07/14/2016	08/08/2016	1,353.75
	THOMSEN OIL CO.	247324	888gals n/l, 860gals dsl	0	07/08/2016	08/08/2016	3,261.70
	THOMSEN OIL CO.	247371	1509gals n/l, 400gals diesel	0	07/19/2016	08/08/2016	3,634.83
							10,492.57
180-000.000-737.200	Building Mair						
	MENARDS - HASTINGS	10836	Fence parts	0	07/07/2016	08/08/2016	67.78
							67.78
180-000.000-737.705	Shop Supplie						
	AUTO VALUE-HASTINGS	70-456393	Solvent brush	0	07/07/2016	08/08/2016	23.86
	AUTO VALUE-HASTINGS	70-456808	Squeege	0	07/14/2016	08/08/2016	4.99
	AUTO VALUE-HASTINGS	70-457281	Air hose coupler	0	07/21/2016	08/08/2016	10.75
	CORNHUSKER TOOL MACHI	53783	Cut keyway in hub	0	07/18/2016	08/08/2016	25.00
	FASTENAL COMPANY	NEHAS127943	1/4" bolts	0	07/18/2016	08/08/2016	1.18
	MSC INDUSTRIAL SUPPLY C	91620380	Grinder wheel	0	07/12/2016	08/08/2016	178.90
	N A P A AUTO PARTS	643753	Woodruf keys	0	07/18/2016	08/08/2016	1.96
							246.64
180-000.000-738.050	Hand Tools						
	AUTO VALUE-HASTINGS	70-456810	3/4 impact	0	07/14/2016	08/08/2016	497.50
	N A P A AUTO PARTS	641137	Side cutter pliers	0	07/08/2016	08/08/2016	19.02
							516.52
							Total Dept. 000000: 24,055.13
							Total Fund STREET FUND: 24,055.13
Fund: 183 STREET SALES TAX FI							
Dept: 000.000							
183-000.000-742.320	New Street C						
	VONTZ PAVING, INC.	R-2016 est #1	Proj #R-2016, R1-R5	0	07/22/2016	08/08/2016	14,034.76
							14,034.76
							Total Dept. 000000: 14,034.76

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TREET SALES TAX FUND:							14,034.76
Fund: 190 KENO BETTERMENT F							
Dept: 000.000							
190-000.000-720.300	Professional						
	S.O.S. PORTABLE TOILET IN	35294	Toilets-Brickyard/July 4th	0	07/14/2016	08/08/2016	460.00
							460.00
Total Dept. 000000:							460.00
ENO BETTERMENT FUND:							460.00
Fund: 366 BAN/STREET CONSTR							
Dept: 000.000							
366-000.000-742.522	N Minn-13th						
	OLSSON ASSOCIATES	256829	Minnesota Ave-13th to 14th St	0	07/20/2016	08/08/2016	1,696.74
							1,696.74
Total Dept. 000000:							1,696.74
T CONSTRUCTION FUND:							1,696.74
Fund: 610 LANDFILL FUND							
Dept: 000.000							
610-000.000-720.300	Professional						
	GLENWOOD TELECOMMUNI	901-1101	Internet svc - August 2016	0	08/01/2016	08/08/2016	84.95
							84.95
610-000.000-726.200	Telephone						
	WINDSTREAM COMMUNICA	090231819	Land & fax 7/4-8/3/16	0	07/07/2016	08/08/2016	173.47
							173.47
610-000.000-727.200	R & M Buildir						
	PARAMOUNT LINEN	9377	Mats/coveralls	0	07/08/2016	08/08/2016	20.25
	PARAMOUNT LINEN	11446	Mats/coveralls	0	07/15/2016	08/08/2016	20.25
							40.50
610-000.000-727.500	R & M Heavy						
	AUTO VALUE-HASTINGS	70-456268	Filters 924G	0	07/05/2016	08/08/2016	95.84
	AUTO VALUE-HASTINGS	70-457118	3 filters-#110,1 filter JD6140	0	07/19/2016	08/08/2016	83.33
	BIG G COMMERCIAL ACCOU	544072	9V batteries	0	07/18/2016	08/08/2016	18.78
	CENTRAL NE BOBCAT	087862	2 filters - bobcat	0	07/19/2016	08/08/2016	84.98
	COOPERATIVE PRODUCERS	T25022	New tire 924G	0	07/12/2016	08/08/2016	1,605.50
	COOPERATIVE PRODUCERS	T25133	T stop on rim,svc #924G	0	07/14/2016	08/08/2016	80.00
	COOPERATIVE PRODUCERS	T25225	Credit #924G	0	07/18/2016	08/08/2016	-80.00
	KULLY PIPE & STEEL SUPPL	652332	Road posts	0	07/06/2016	08/08/2016	170.52
	N A P A AUTO PARTS	640725	Dump truck repairs	0	07/06/2016	08/08/2016	138.00
	N A P A AUTO PARTS	641210	Window regulator #114	0	07/08/2016	08/08/2016	61.20
	N A P A AUTO PARTS	642806	2 batteries,20 tire ptch #115	0	07/14/2016	08/08/2016	179.98
	N A P A AUTO PARTS	644526	1 filter #110	0	07/21/2016	08/08/2016	4.52
	NE MACHINERY CO.	CUI262751	Driver - 924G	0	07/12/2016	08/08/2016	12.26
	NE MACHINERY CO.	CUI266141	D7R valve AS-Eth	0	07/20/2016	08/08/2016	138.43
	UNIVERSAL HYDRAULICS, IN	22896	Hose assembly #116	0	06/27/2016	08/08/2016	85.45
	UNIVERSAL HYDRAULICS, IN	22942	58" H6012D	0	07/14/2016	08/08/2016	122.42
							2,801.21
610-000.000-727.600	R & M Office						
	EAKES OFFICE SOLUTIONS	Off,scale house copiers	First mo pmt, deposit	0	07/20/2016	08/08/2016	389.98
	EAKES OFFICE SOLUTIONS	C129121	1318 copies - scale printer	0	07/15/2016	08/08/2016	11.07
							401.05

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610-000.000-729.050	Dues & Subs						
	KEEP NEBRASKA BEAUTIFUL	8/1/16-7/31/17	Support/community membership	0	08/01/2016	08/08/2016	100.00
	S W A N A	2017-26402	Mbrship renew 10/1/16-9/30/17	0	07/05/2016	08/08/2016	212.00
							312.00
610-000.000-731.250	Fuel & Oil						
	COOPERATIVE PRODUCERS	107617	430 gals bulk oil	0	07/07/2016	08/08/2016	4,265.29
	HASTINGS OUTDOOR POWER	7292	Stihl polepruner,helmet,oil	0	07/08/2016	08/08/2016	9.96
	THOMSEN OIL CO.	247335	202gals n/l, 786.4gals #2 dsl	0	07/11/2016	08/08/2016	1,808.30
	THOMSEN OIL CO.	247364	735.3gals #2 diesel	0	07/18/2016	08/08/2016	1,327.22
							7,410.77
610-000.000-731.700	Wearing App:						
	HASTINGS OUTDOOR POWER	7292	Stihl polepruner,helmet,oil	0	07/08/2016	08/08/2016	49.99
							49.99
610-000.000-737.705	Shop Supplies						
	NAPA AUTO PARTS	640422	Blaster,brakleen,chuck	0	07/05/2016	08/08/2016	106.49
	NAPA AUTO PARTS	640511	12/Mac elect clean	0	07/06/2016	08/08/2016	71.88
	NAPA AUTO PARTS	642806	2 batteries,20 tire ptch #115	0	07/14/2016	08/08/2016	17.60
							195.97
610-000.000-738.050	Hand Tools						
	HASTINGS OUTDOOR POWER	7292	Stihl polepruner,helmet,oil	0	07/08/2016	08/08/2016	579.00
							579.00
						Total Dept. 000000:	12,048.91
						tal Fund LANDFILL FUND:	12,048.91
						Grand Total:	887,302.59

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 001 GENERAL FUND							
Dept: 130.000 Parks							
001-130.000-726.200	Telephone						
	WINDSTREAM COMMUNICATIONS	090239198	Services 7/4-8/3/16	136389	07/07/2016	07/20/2016	123.07
							123.07
Total Dept. Parks:							123.07
Dept: 145.000 Recreation program							
001-145.000-720.350	Training & Conferences						
	US BANK CORPORATE PAYMENTS	Drury Plaza Hotel	NRPA conf-St. Louis lodging	136388	06/29/2016	07/20/2016	195.92
							195.92
Total Dept. Recreation programming:							195.92
Dept: 240.000 Police							
001-240.000-720.350	Training & Conferences						
	NE LAW ENFORCEMENT TRAINING		Basic trning-Dawe,Hanson,Barrn	136386	07/10/2016	07/20/2016	285.00
							285.00
Total Dept. Police:							285.00
total Fund GENERAL FUND:							603.99
Fund: 170 MUSEUM FUND							
Dept: 170.100 Museum administration							
170-170.100-720.350	Training & Conferences						
	US BANK CORPORATE PAYMENTS	Allegiant Air	V.S. training air travel	136388	06/21/2016	07/20/2016	544.90
	US BANK CORPORATE PAYMENTS	Monte Carlo	Conf lodging deposit-Las Vegas	136388	06/21/2016	07/20/2016	43.68
							588.58
170-170.100-728.150	Film Royalty						
	NWAVE PICTURES DISTRIBUTION	June	Galapagos 3D, license fee 6/16	136387	06/30/2016	07/20/2016	144.00
							144.00
170-170.100-731.408	Educational Expenses						
	US BANK CORPORATE PAYMENTS	Amazon	Books	136388	06/10/2016	07/20/2016	54.70
							54.70
170-170.100-737.100	Landscaping						
	US BANK CORPORATE PAYMENTS	Facebook	Facebook ads	136388	05/23/2016	07/20/2016	56.98
							56.98
170-170.100-737.210	Exhibit Supplies						
	US BANK CORPORATE PAYMENTS	Crazy Crow	Shipping balance due	136388	06/09/2016	07/20/2016	0.90
	US BANK CORPORATE PAYMENTS	Display Fake Foods	Fake foods-exhibits	136388	06/09/2016	07/20/2016	199.39
							200.29
Total Dept. Museum administration:							1,044.55
total Fund MUSEUM FUND:							1,044.55
Fund: 190 KENO BETTERMENT FUND							
Dept: 000.000							
190-000.000-729.102	State Lottery						
	NE DEPT.OF REVENUE *2	Form 51C	2nd qtr 2016 Keno taxes	136390	07/20/2016	07/20/2016	18,477.00
							18,477.00
Total Dept. 000000:							18,477.00
total Fund KENO BETTERMENT FUND:							18,477.00

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						Grand Total:	20,125.54



Summary Report: July, 2016

On July 1st, HPD hosted a meeting with Attorney General Peterson, who addressed area law enforcement on mutual concerns.

On July 12th, the police management team took part in a needs assessment process by the Hastings Salvation Army.

Throughout the second half of the month, several individuals and groups reached out to the department expressing their thanks and appreciation of our officers. Several of these impromptu events involved local children. Handmade cards, snacks, and food were delivered to the department on these occasions.

On Sunday evening, July 31st, Officers Hanson, Barron, and Dawe reported to the Nebraska Law Enforcement Training Center to start their basic training.

	2016 JUL	2015 JUL	<u>Year to Date Totals</u>	
			YTD 2016	YTD 2015
Police				
Total Calls for Service	2763	1942	13180	10940
Incident Reports	333	363	2267	2114
Traffic Accidents	55	54	377	416
Part I Crimes	110	130	643	627
Community Service Officers				
Animal Calls	174	181	1089	1196
Animals Impounded	32	44	219	241
Two Hour Parking Violation	0	64	6	398
72 Hour Parking Violation	40	13	211	93
Code Violation	36	30	255	187
Communication Center				
911 Calls	1239	1146	7199	6622
All Other Calls	4675	4842	31418	29908

317 SOUTH BURLINGTON, HASTINGS, NEBRASKA 68901

www.hastingspolice.org

402/461-2380

pkortum@hastingspolice.org

CITY OF HASTINGS
DEVELOPMENT SERVICES DEPARTMENT
For the Month of July, 2016

Type of Permit	# of Permits	Fees	Valuation
Electric	10	\$735.00	\$167,300.00
Gas	10	\$275.00	
Plumbing			
Inspection	6	\$225.00	
Utilities		\$1,042.06	
Building			
Issued	24	\$10,484.86	\$2,930,181.90
Demolition	1	\$25.00	
Sign Permits	8	\$200.00	
Fence Permits	9	\$135.00	
Street Access Permits	5	\$75.00	
Moving Permits	0	\$0.00	
Roofing Permits	6	\$180.00	
Siding Permits	2	\$60.00	
Zoning and Filing Fees		\$84.00	
Out of District		\$8,394.21	
Electric Cards		\$10.00	
Plumbing Cards		\$0.00	
Gas Cards		\$0.00	
Electric Exams		\$0.00	
Plumbing Exams		\$0.00	
Gas Exams		\$0.00	
Occupation Tax		\$100.00	
Subtotals	81	\$22,025.13	
HU Plbg. Reimbursement		\$1,021.64	
HU Out of District Fees		\$8,394.21	
Total Collected	81	\$12,609.28	

Respectfully submitted



Joe Patterson
City Administrator

City of Hastings
Development Service Department
For the Month Ending July, 2016

<i>Type of Work</i>	<i>Occupancy</i>	<i>No.</i>	<i>Building Valuation</i>
Addition			
	Residential, one and two family	1	43,257.60
	Utility miscellaneous	4	32,133.60
New			
	Residential, one and two family	8	2,075,173.85
	Storage, moderate hazard	1	582,351.66
	Utility Miscellaneous	7	146,265.19
Remodel			
	Assembly, restaurants, bars, banquet halls	1	11,000.00
	Residential, one and two family	2	40,000.00
	Total Building Valuation	24	\$2,930,181.90

Diane Parker

From: Jody Jacobi <jodybea01@yahoo.com>
Sent: Monday, July 11, 2016 3:14 PM
To: Diane Parker
Subject: Kool-Aid Days Fun Run

Hello Donna: Thank you for your help this afternoon. The following information should cover your needs.

Date of Event: Sunday August 14, 2016

Name of Event: Kool-Aid Days Fun Run

Location: Hastings Lake Picnic Shelter and Street Around Lake-- Map of race route was submitted

Contact Person: Jody Jacobi 200 West Sixth Street Hastings NE 68901 Cell Phone (402) 469-6128

email: jodybea01@yahoo.com

Time: Race starts at 9:00 AM. Packet pick up and day of race registration at 8:00. Final participants usually complete course by 10:00- 10:15AM. Awards follow race completion with everything packed up and out by 11:00AM.

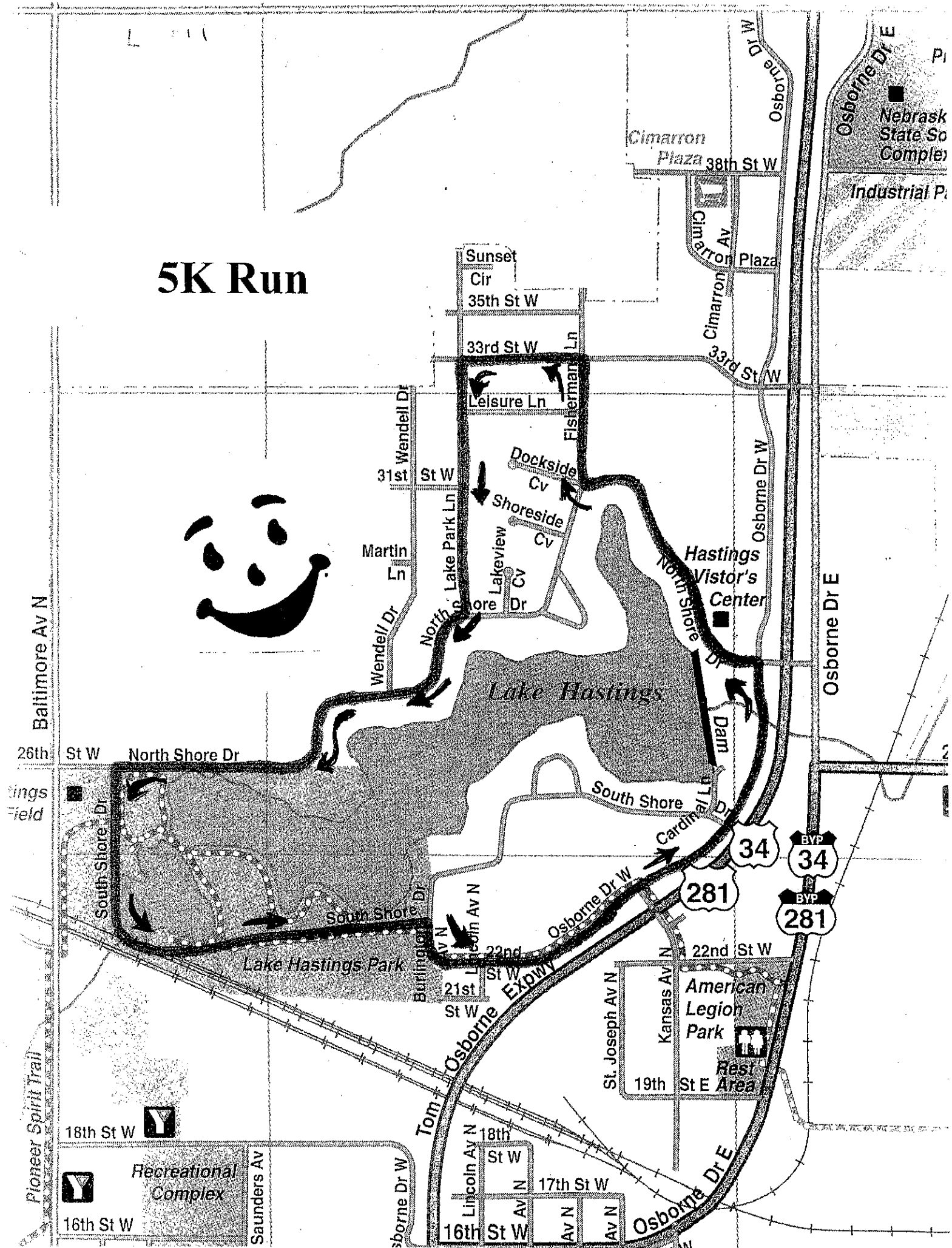
Insurance: The race is covered under the Festival insurance purchased by the Kool-Aid Days Festival. A copy of that certificate will be provided to the Engineering Department once the festival has it in hand.

Participation: Usually 75- 150 people of all ages walking or running route as provided on map. All participants (or their parent/guardian for those under 21) sign a release that names the Festival and the City of Hastings. Registration form has been submitted.

Event is an annual Fun Run held in conjunction with the Kool-Aid Days Festival weekend. Registration takes place in the picnic shelter and the run follows the paved road around the Lake. Fun Run Race Director will organize all the traffic control, will pick up cones and barricades from the street department and handle all clean up. Race Director is aware of all rules regarding street marking and paint requirements.

Thanks....let me know if you need anything else.

Jody Jacobi
Kool Aid Days Fun Run Race Director





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/21/2016

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 Kaliff Insurance 2009 NW Military Hwy Suite 103 San Antonio TX 78213		CONTACT NAME: Sandra Bakalyar PHONE (A/C, No, Ext): (210) 829-7634 E-MAIL ADDRESS: sandy@kaliff.com FAX (A/C, No): (210) 829-7636	
INSURED Nebraska's Official Soft Drink Heritage Foundation dba Kool-Aid Days 301 South Burlington Avenue Hastings NE 68902-0541		INSURER(S) AFFORDING COVERAGE INSURER A: Certain Underwriters at Lloyd's INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 2016 Master**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 SUBR INSD 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:		MKP00869	8/5/2016	8/5/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ EXCESS LIAB DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	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/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)

PROOF OF INSURANCE**CERTIFICATE HOLDER****CANCELLATION**City of Hastings
Hastings, NE 68902

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

Mitchell Kaliff/SBB

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ACORD 25 (2014/01)

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INS025 (201401)



Adams County Agricultural Society

947 South Baltimore

Phone: (402) 462-FAIR (3247)

Hastings, Nebraska 68901

Fax: (402) 462-4731

Website: www.adamscountyfairgrounds.com

July 27, 2016

Office of the City Engineer
220 North Hastings Avenue
Hastings Ne 68901

Dave,

The Oregon Trail Rodeo Committee is requesting permission to hold a 5K/10K walk/run on Saturday August 27th starting at 8 A.M. for the 10K and 8:15 A.M. for the 5K with registration starting at 7:30 A.M.

Enclosed is a map of the area we have used in the past for this walk/run. The proposed route is the same route we have used since the beginning of the walk/run. We have committee members either on horseback or in pickups at some of the intersections to help guide the runners and also have water available them.

We ask that the City Council confirm this route. If you have any questions, please give me a call at 402-462-3247.

Sincerely,

Jolene Laux
Manager



RAM

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: 8-27-16 Event Name: Run with the Bulls Run/Walk

Contact Person: Jolene Laux Phone: 402-462-3247

Address: 947 S. Baltimore Ave. Hastings, NE 68901

Email: fairgrounds@gtmc.net Daytime Phone: 402-462-3247

Name of Organization Hosting Event: Adams County Fairgrounds
Oregon Trail Rodeo

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: 947 S. Baltimore Ave. Hastings

Organization Email: fairgrounds@gtmc.net Organization Phone: 402-462-3247

Type of Event: 5K/10K Run/Walk

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

Please describe activities included in this event: 5K/10K Run/Walk

held at the Adams County Fairgrounds.

Please see the attached map.

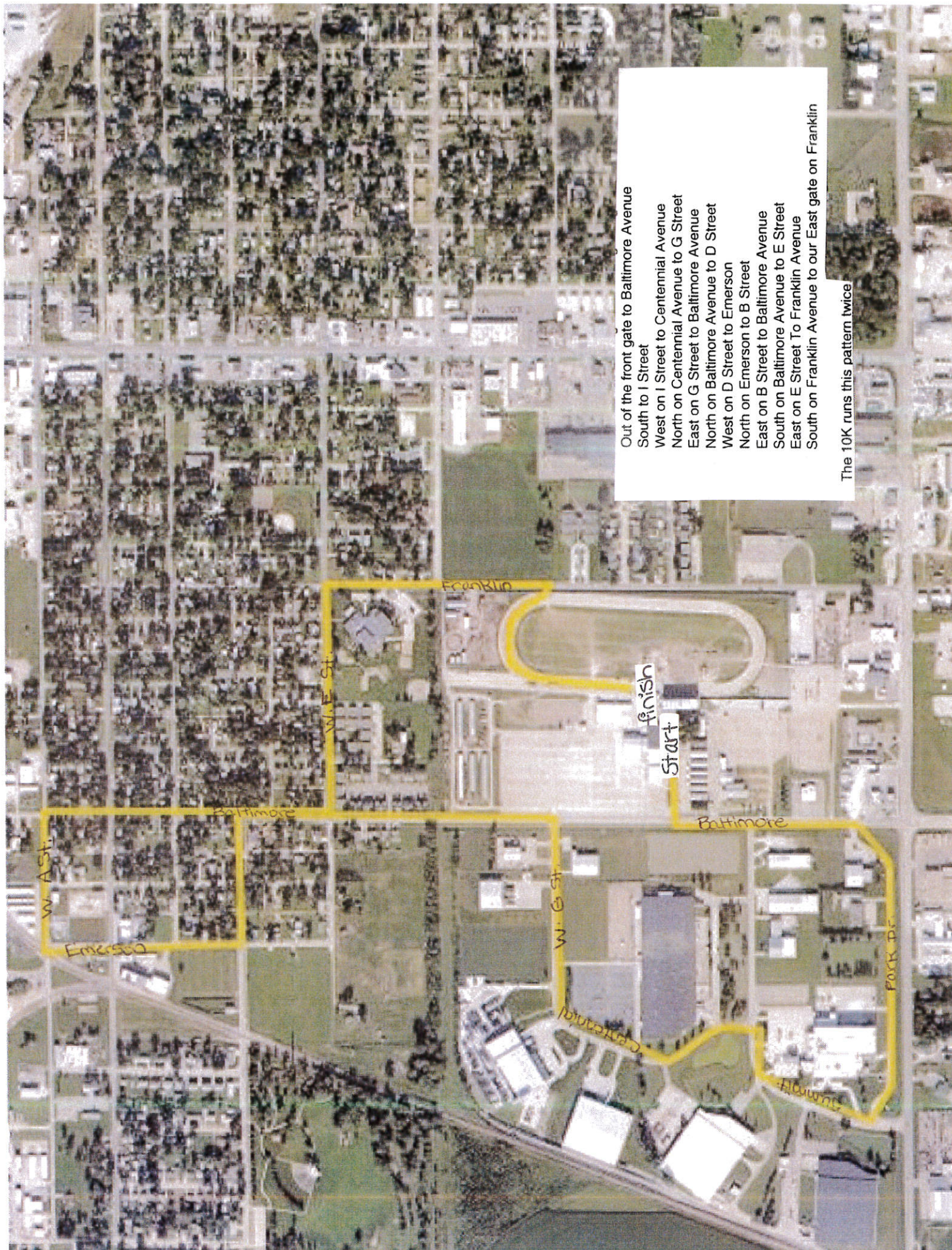
Event Location: Adams County Fairgrounds

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: 8:00AM End Time of Event: 10:00AM

Registration @ 7:30AM



Out of the front gate to Baltimore Avenue
South to I Street
West on I Street to Centennial Avenue
North on Centennial Avenue to G Street
East on G Street to Baltimore Avenue
North on Baltimore Avenue to D Street
West on D Street to Emerson
North on Emerson to B Street
East on B Street to Baltimore Avenue
South on Baltimore Avenue to E Street
East on E Street To Franklin Avenue
South on Franklin Avenue to our East gate on Franklin

The 10K runs this pattern twice



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/27/2016

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 Krull Insurance Agency 108 North Smith PO Box 200 Kenesaw NE 68956	CONTACT NAME: KEVIN KRULL/DEBBIE WILLY krulldebbie@gtmc.net PHONE (A/C No. Ext): (402) 462-9003 FAX (A/C No.): (402) 752-3706 E-MAIL ADDRESS: KRULLdebbie@gtmc.net
INSURED Adams County Agricultural Society 947 South Baltimore Ave Hastings NE 68901	INSURER(S) AFFORDING COVERAGE INSURER A: SCOTTSDALE INS CO. & Hull & Co INSURER B: COLUMBIA MUTUAL INS INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES	CERTIFICATE NUMBER: CL165202511	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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR	X	CPS2461725	05/01/2016	05/01/2017	MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000
	☒ POLICY ☐ PROJECT ☐ LOC					GENERAL AGGREGATE \$ 2,000,000
B	AUTOMOBILE LIABILITY					PRODUCTS - COMP/OP AGG \$ 2,000,000
	☐ ANY AUTO					
	☐ ALL OWNED AUTOS	☒ SCHEDULED AUTOS	CAPNE000007965	05/01/2016	05/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ HIRED AUTOS	☒ NON-OWNED AUTOS				BODILY INJURY (Per person) \$
	UMBRELLA LIAB	☐ OCCUR				BODILY INJURY (Per accident) \$
	EXCESS LIAB	☐ CLAIMS-MADE				PROPERTY DAMAGE (Per accident) \$
	DED	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A			WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

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

RE: 5k/10K Fun Run August 2016. City of Hastings is named as an Additional Insured by endorsement to the General Liability policy.

CERTIFICATE HOLDER kjacobitz@cityofhastings.o City of Hastings 201 N Hastings Ave Hastings, NE 68901	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Debra Willy/WILLYD
--	---

ACORD 25 (2010/05)

INS025 (201005) 01

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Department: Development Services
Staff Contact: Lance Lang, City Planner
Council Meeting Date: 08/08/2016

AGENDA ITEM SUMMARY SHEET

Description of Item:

Request from Pastor Rev Elder Barahona for a Conditional Use Permit to locate and operate a church at 1609 North Kansas Avenue.

Names of People/Business affected by this action:

Neighboring Property Owners.

Why Council action is required:

The City Council must hold a public hearing before taking action on a request for a Conditional Use Permit, taking into account any public testimony and the recommendation resulting from the Planning Commission hearing.

Type of action requested:

Resolution

Suggested motion:

Motion to approve Resolution No. 2016-39 to approve a Conditional Use Permit to allow a church to locate and operate at 1609 North Kansas Avenue recognizing that the required parking for the church on city-owned property is authorized by Section 34-308, Public Parking Credit of the Hastings City Code.

Deadlines associated with action:

None.

Department head comments:

The applicant is requesting approval of a Conditional Use Permit (CUP) to locate and operate a church at 1609 North Kansas Avenue in the shadow of the Osborne Drive overpass. (See Exhibit 'A' - Vicinity Map). This property is zoned I-2, Heavy Industrial zone (see Exhibit 'D' - Zoning). As a public assembly use type, all churches require a CUP, and can be authorized by CUP to locate and operate in any zoning district.

The existing building that the church congregation proposes to occupy is located on Lot 2, Dowd's Subdivision (See Exhibit 'B' for an aerial view). In the past it has been occupied by restaurants.

You will notice that the existing building occupies almost the entire surface area of Lot 2, Dowd's Subdivision. There is virtually no parking on this lot. A handful of spaces are partially on the lot on the south and east side of the building but also extend outside the boundary of the lot. As an assembly use type it is important that the church provide off-street parking. The code requires one parking space per three parishioners at the peak time of use. The church is bounded on the north by a lot owned by Union Pacific Railroad and on the south by a lot owned by the City of Hastings. (See Exhibit 'C')

There are existing parking spaces on the city lot, Lot 12 of Dietz Addition and on the adjoining public right-of-way which is also City-owned property. There are some 45 parking spaces in total on City property.

There is a section of the zoning code that allows for parking credits. "Section 34-308, Parking and Loading, (5), Parking Credits, (c) Public Parking Credit," states:

“Public parking within 600 feet of any lot line may be credited at a rate of one credit for every three public parking spaces. Any space eligible towards the credit shall not be leased and must be generally available to the public. The City, or other public entity in charge of management of the public parking facilities reserves the right to restructure the eligibility for parking credits through a parking district management program, subject to approval of the City Council.”

A previously mentioned, there are about 45 spaces on the lot owned by the City plus adjacent public right-of-way. If this parking credit formula is applied the church claims 15 spaces. Required church parking is one per 3 parishioners at peak time so the church would be covered for 45 persons. The Pastor said the congregation is quite small so this should be a workable solution to the off-street parking shortage. In reality, no other businesses are close enough to use this parking except for the smaller building closer to the street which is also for sale. Even if both buildings are occupied, parking should not be an issue.

Planning Commission recommended approval of this Conditional Use Permit in accordance with Section 34-308, (5), (c), "Public Parking Credits."

City Administrator comments:

Recommend Approval



EXHIBIT 'A' - VICINITY MAP

City of Hastings

This map is for illustration only.



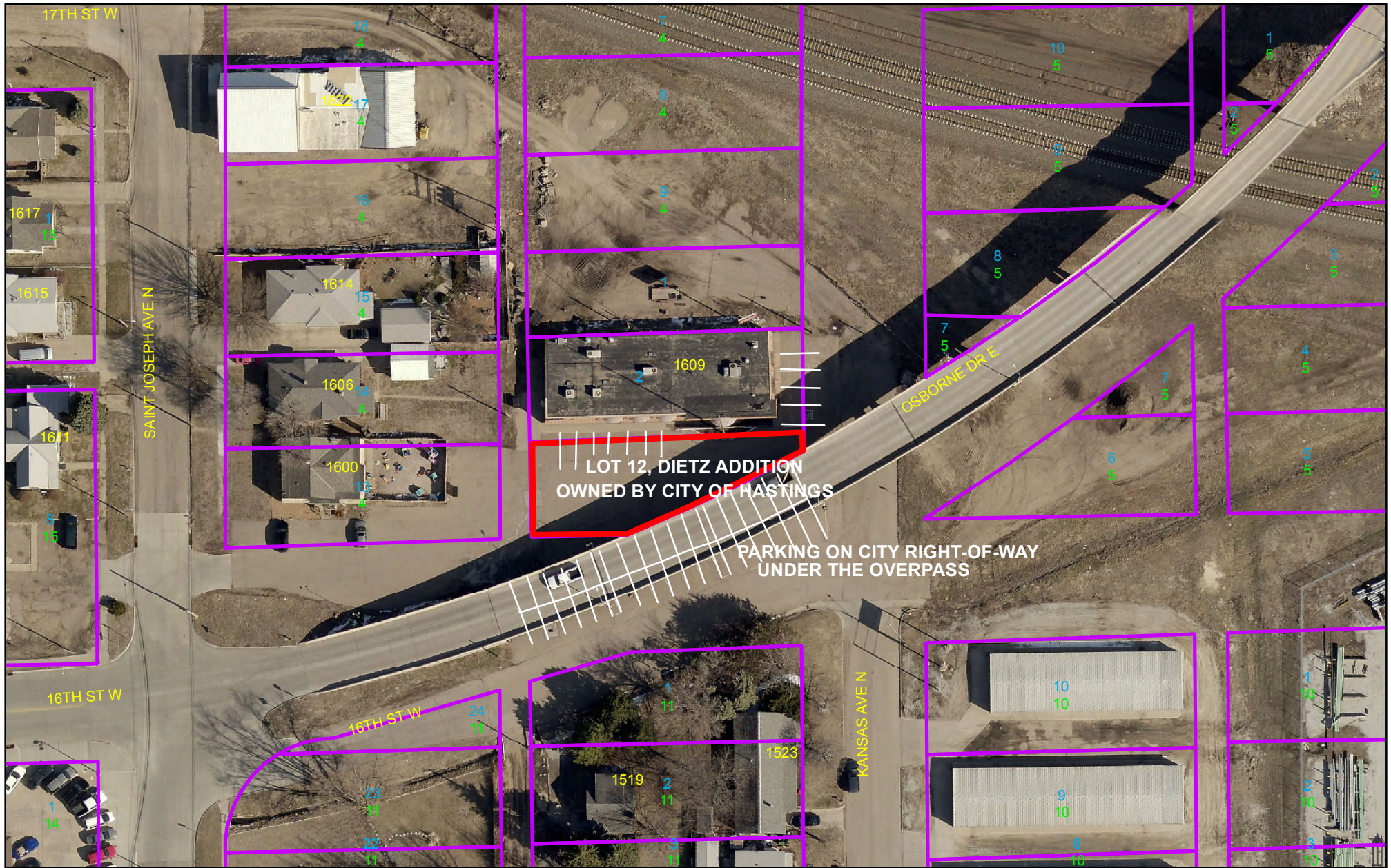


C.U.P. for proposed church at 1609 N Kansas Avenue (Lot 2, Dowd's Sub)

City of Hastings

This map is for illustration only.





Legend

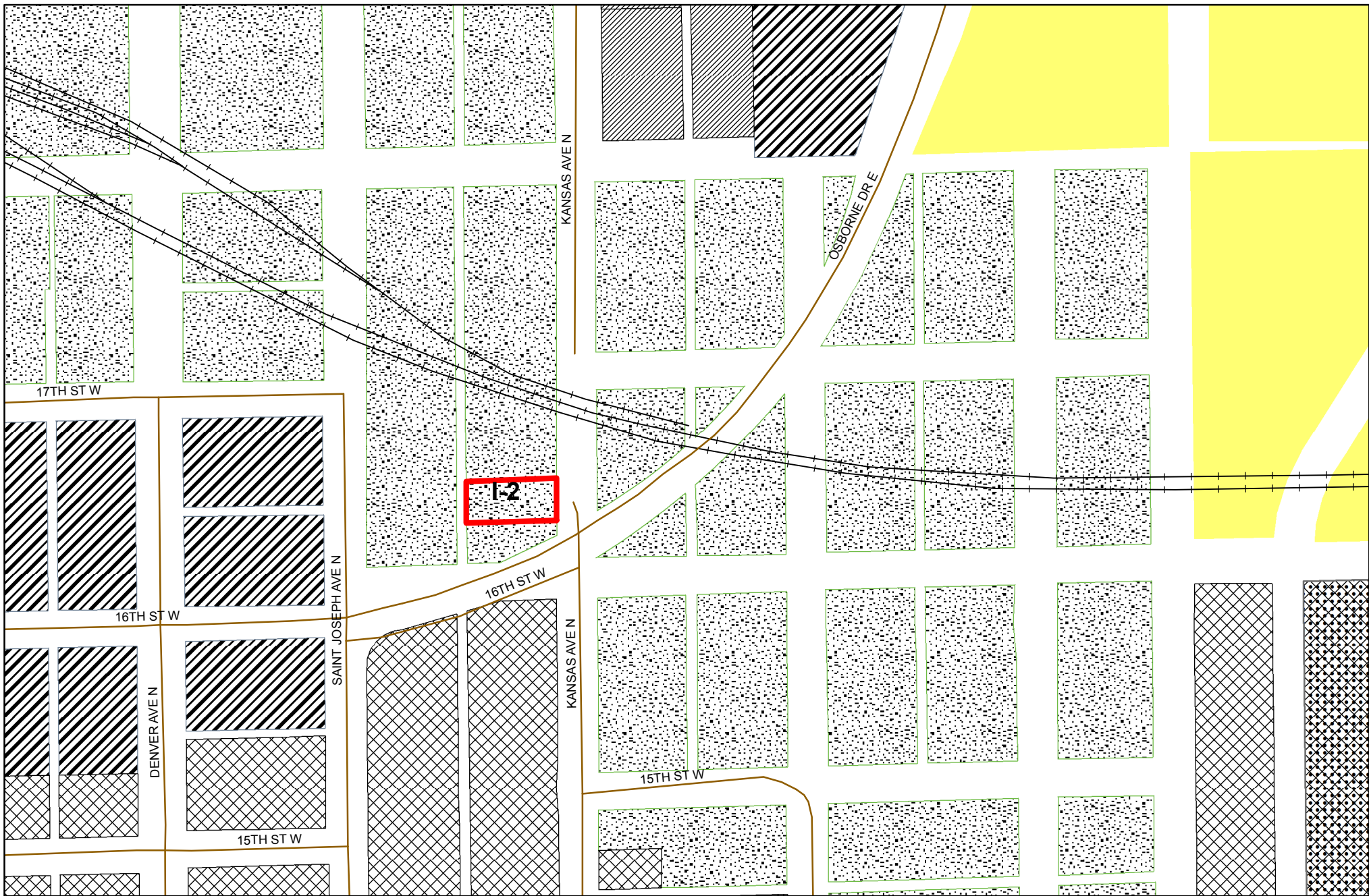
	Parcels		Limits
	Subdivisions		TwoMile
	Legal_Lots		

EXHIBIT 'C' - PARKING ON CITY OWNED LOT AND R.O.W.

City of Hastings

This map is for illustration only.





City Limits	R-3: Multiple-family	C-1: Local business
subdivision	R-1A: Single family large lot	C-2: Central business
A: Agricultural district	R-1S: Single family suburban	C-3: Commercial business
R-1: Urban single family	R-5: Urban single family undersized lot	C-0: Commercial office
R-2: Two-family	CMP: Campus institutional	I-1: Light industrial
R-3G: Garden apartment	CZ: Clear zone	I-2: Heavy industrial

EXHIBIT 'D' - EXISTING ZONING

City of Hastings Zoning

RESOLUTION NO. 2016-39

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

WHEREAS, applicant Pastor Rev Elder Barahona, Pastor for Ministerio Internacional Dios Es Amor, a church, has submitted an application for the approval of a Conditional Use Permit to locate and operate the church on property at 1609 North Kansas Avenue, legally described as Lot2, Dowd's Subdivision in the City of Hastings, Adams County, Nebraska, and

WHEREAS, the Planning Commission and City Council have conducted public hearings as required by law and recommended approval of the CUP with certain conditions to be attached to this Resolution;

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

BE IT RESOLVED by the Mayor and City Council of the City of Hastings, Nebraska, does hereby approve the Conditional Use Permit for Pastor Rev Elder Barahona and Ministerio Internacional Dios Es Amor, located at 1609 North Kansas Avenue, Hastings, Nebraska, subject to the following conditions:

- 1) The members, parishioners, visitors, and guests of Ministerio Internacional Dios Es Amor have permission to use fifteen (15) parking spaces located to the south of the building, on property owned by the City of Hastings per Hastings Municipal Code, Section 34-308, (5), (c), "Public Parking Credit."

PASSED AND APPROVED this ____ day of _____, 2016.

Mayor

ATTEST:

City Clerk

(S E A L)

Approved as to form: _____

City Attorney

Department: Library
Staff Contact: Amy Hafer, Library Director
Council Meeting Date: 08/08/2016

AGENDA ITEM SUMMARY SHEET

Description of Item:

Library Interlocal Agreement with Adams County providing services to County residents outside City Limits

Names of People/Business affected by this action:

City of Hastings
Adams County
Residents

Why Council action is required:

Interlocal Agreements are required to be approved by the Mayor and City Council

Type of action requested:

Motion

Suggested motion:

Motion to approve the Interlocal Agreement with Adams County.

Deadlines associated with action:

County Supervisors approved at their July meeting. This needs to be in place prior to City's budget approval.

Department head comments:

This agreement provides for free access for County residents outside City Limits and the operation of Book Mobile to Adams County schools and facilities.

City Administrator comments:

We have worked through the City/County Committee for some time to bring an amount of support into agreement form with Adams County. This agreement allows for predictable support and understanding between the two governing bodies.

Recommend Approval

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT made and entered into by and between ADAMS COUNTY, NEBRASKA, a Political Subdivision of the State of Nebraska, hereinafter referred to as "County" and the CITY OF HASTINGS, NEBRASKA, a Nebraska Municipal Corporation, hereinafter referred to as "City", WITNESSETH:

WHEREAS, County and City currently jointly finance the operations of the Hastings Public Library (Library); and

WHEREAS, as a result of this joint financing of the Library's operations, all Adams County residents residing outside the corporate limits of City are granted access to the Library and the Library's services;

NOW, therefore, in consideration of the foregoing recitals and the terms and conditions hereinafter set forth, the parties hereby jointly and mutually agree as follows:

1. All property taxes from the area of Adams County outside of the city limits of the City of Hastings collected by the County from the Adams County Library Levy commencing for Fiscal Year 2016-17 shall be transferred by County to City. As a result of said transfer by County, City shall be responsible for the funding of Library operations and the operation, maintenance, and replacement of the Bookmobile.

2. The term of this agreement shall be open ended, however either the City or the County may make a request for reconsideration of the terms hereof by giving a six (6) months written notice to the other party. The parties shall review this Interlocal Agreement each year through the City/County Combined Services Committee prior to the adoption of the County's annual budget, so that any changes take effect on October 1 in order for City to adequately provide for the continued operation of the Library. As part of the annual review, the Library Director shall provide the Committee with the latest utilization numbers as part of an annual report of activity.

3. As provided in Paragraph 1. Above, County currently collects a separate County Library tax pursuant to Neb. Rev. Stat. §51-201 to be utilized for Library support and funding for County residents residing outside the city limits of the City. In consideration of the annual payment as provided in Paragraph 1. above, the City shall provide all regular library services to all residents of Adams County, including the Bookmobile, at no additional charge. The Library may charge for some special events or services, but the charge shall be applicable to all patrons and not differentiate between residents of the City and residents of the County.

4. The funds transferred by County to City as provided herein shall be used by City exclusively for the operation of the Library and the operation of Bookmobile services. Transfer payments will be made by County on a monthly basis to the City Treasurer. The County's current collection of the County Library levy is \$ 167,732, based upon the 2015-2016 budget levy. This amount shall be the base amount for subsequent fiscal years during the term of this Interlocal Agreement. The County shall not transfer less than the base

amount to City annually in any subsequent fiscal year. The base amount may be adjusted for inflation each year by the City/County Combined Services Committee prior to the adoption of both the City and County's annual budget. In no event shall the inflationary adjustment exceed three and one-half percent (3.5%) for any subsequent fiscal year.

5. The County Board shall appoint a resident of the county lying outside the corporate limits of the City of Hastings as a non-voting liaison member to the City's Library Board. Said Library Board liaison to serve a two (2) year term.

6. In addition, County shall maintain its current Bookmobile Sinking Fund balance as of start of its 2015-16 Fiscal Year. All new funds collected by the County for the Bookmobile Sinking Fund in Fiscal Year 2015-16 shall be transferred by County to City and shall be set aside by City in a sinking fund to pay for the maintenance and replacement of the Bookmobile. At such time as the bookmobile is to be replaced, the County shall then transfer its balance of the Bookmobile Sinking Fund to the City to help offset the cost of the new bookmobile. The City Treasurer shall be responsible for the administration of these funds to see that they are utilized in accordance with the provisions of this Interlocal Agreement.

Dated this _____ day of July, 2016.

ADAMS COUNTY, NEBRASKA
A political Subdivision of the
State of Nebraska

CITY OF HASTINGS, NEBRASKA
A Municipal Corporation

By: _____
Chairperson of
Adams County Board of Supervisors

By: _____
Mayor

ATTEST:

ATTEST:

County Clerk

City Clerk

(SEAL)

(SEAL)

Department: Utilities

Staff Contact:

Council Meeting Date: 08/08/2016

AGENDA ITEM SUMMARY SHEET

Description of Item:

Approval of Contract for New Fuel Oil Tank at WEC

Names of People/Business affected by this action:

Electric Ratepayers of Hastings Utilities

Why Council action is required:

Electric Department Capital Improvements over \$120,000 require Council approval.

Type of action requested:

Motion

Suggested motion:

Moved by ____, seconded by ____, to award a contract for new fuel oil tank at WEC to HMT LLC, Blackwell, OK, in the amount of \$333,150.00, including sales tax.

Deadlines associated with action:

Yes. Bids are good for 60 days.

Department head comments:

Interim Manager recommends approval of the contract.

City Administrator comments:



HASTINGS UTILITIES

RECOMMENDATION FOR AWARD OF CONTRACT

DATE : July 25, 2016
TO : Allen Meyer
FROM : Keith Leonhardt *KL*
SUBJECT : New Fuel Oil Tank at Whelan Energy Center
CONTRACT# : HU 2016-06 FC-31 (Contingency budget of \$350,000)

On July 6, 2016 bids were received for contract HU 2016-06 FC-31 to supply a new fuel oil tank for the Whelan Energy Center. Two bids were received and are summarized as follows:

Bidder's Name & Address	Bid Bond	Exceptions	Addenda Acknowledged	Total Bid Amount w/sales tax
HMT LLC Blackwell, OK	Yes	Yes	No	\$314,900.00
Matrix Service Catoosa, OK	Yes	Yes	Yes	\$426,475.00

In 2015 we inspected the existing Whelan Energy Center oil tank and found that the tank was in need of repair. When the budget was prepared last year we were not sure if we were going to replace the tank and the item was placed in the contingency budget. It was later determined that the best option was to replace the tank with a new tank of a minimum capacity of 100,000 gallons.

Staff prepared specifications for a new tank and received bids from HMT LLC and Matrix Service. The engineers estimate was \$263,000.

HMT stated in the exceptions that they included an optional price for \$16,250 to include a person for dedicated fire and hole watch. Hastings Utilities is not comfortable with providing the fire and hole watch person. Hastings Utilities did not include tank attachments for supporting a conduit in the bidding documents. HMT has offered to provide the attachments for \$2,000.00. The two additions will bring the total price to \$333,150.00.

HMT did not acknowledge the addendum 1 which was a change from our standard maintenance bond to a one year performance bond. HMT will provide the one year performance bond.

I recommend award of Contract No. HU 2016-06 FC-31 to HMT LLC in the amount of \$333,150.00 which includes sales tax and is the lowest and best bid for Hastings Utilities.

I will be available at the Board of Public Works meeting to answer any questions you may have.

Department: City Administrator
Staff Contact:
Council Meeting Date: 08/08/2016

AGENDA ITEM SUMMARY SHEET

Description of Item:

Letter of Credit (\$2,933,794), Standby Trust Agreement, and related documents for the City's Performance Guarantee obligations related to the Hastings Groundwater Contamination Site.

Names of People/Business affected by this action:

City of Hastings
U.S. EPA
State of Nebraska, Department of Environmental Quality

Why Council action is required:

Contracts require Council approval.

Type of action requested:

Motion

Suggested motion:

Motion that the bid of Great Western Bank for a Letter of Credit in the amount of \$2,933,794 be approved, and that the Mayor be authorized to execute those documents necessary to obtain and maintain a letter of credit from Great Western Bank for the year beginning September 24, 2016 to satisfy the Performance Guarantee obligations related to the Hastings Groundwater Contamination Site.

Deadlines associated with action:

The current L/C term expires on September 24, 2016, but it will continue in effect until a new L/C is in place.

Department head comments:

Hastings has entered into Consent Decrees with EPA to perform certain investigation and remediation activities "Work" at the North Landfill, South Landfill, and 2nd Street Subsites, as well as at the Area Wide Operable Unit, and is required, by the terms of those agreements, to provide security for performance of Hastings' share of the Work, known as a Performance Guarantee (also referred to in the past as "financial assurance"). In the past, we obtained a Letter of Credit ("L/C") for each subsite obligation. We consolidated all of the L/C's in August, 2011 into one, to cover all of the Consent Decrees.

We invited five local banks to present bids for the consolidated L/C. Three of the banks submitted bids. Upon review, it appears that Great Western Bank submitted the lowest and best bid, at 21 basis points (i.e. annual fee in the amount of .21% of the face amount). Based on that bid, the cost this coming year for the consolidated L/C is estimated to be \$6,159 (\$2,933,794 x .0021 = 6,159.46). As a condition of the L/C, the City is required to

invest funds in a like amount at that facility.

A Standby Trust (which conforms with federal regulations) will be signed by the Mayor and Great Western Bank. It will also be necessary that the Mayor sign standard bank documents in connection with the L/C. These documents will be reviewed by counsel prior to execution by the Mayor.

It will be necessary to renew the L/C on an annual basis. It is anticipated that the amount of the L/C, currently \$2,933,794, will reduce over a period of years, but the rate of reduction cannot be predicted with any certainty at this time. It may be necessary to furnish an L/C to EPA for as many as thirty years.

City Administrator comments:

This is an annual requirement from our friends at the E.P.A.

Mike Sullivan secures quotes and then forwards this on to City Hall for your consideration.

Recommend Approval

STANDBY TRUST AGREEMENT

(CONSOLIDATED LETTER OF CREDIT – \$2,933,794)

Trust Agreement, the "Agreement," entered into as of ____ day of August, 2016, by and between the **City of Hastings**, Nebraska, a municipal corporation, the "Grantor," and **Great Western Bank**, Hastings, Nebraska, the "Trustee."

Whereas, the United States Environmental Protection Agency, "EPA," an agency of the United States Government, has established certain regulations applicable to the Grantor, requiring that an owner or operator of a hazardous waste management facility shall provide assurance that funds will be available when needed for closure and/or post-closure care of the facility,

Whereas, the Grantor has elected to establish a trust to provide all or part of such financial assurance for the facilities identified herein,

Whereas, the Grantor, acting through its duly authorized officers, has selected the Trustee to be the trustee under this agreement, and the Trustee is willing to act as trustee,

Now, therefore, the Grantor and the Trustee agree as follows:

Section 1. Definitions. As used in this Agreement:

(a) The term "Grantor" means the owner or operator who enters into this Agreement and any successors or assigns of the Grantor.

(b) The term "Trustee" means the Trustee who enters into this Agreement and any successor Trustee.

Section 2. Identification of Facilities and Cost Estimates. This Agreement pertains to the facilities and cost estimates identified on attached Schedule A.

Section 3. Establishment of Fund. The Grantor and the Trustee hereby establish a trust fund, the "Fund," for the benefit of EPA. The Grantor and the Trustee intend that no third party have access to the Fund except as herein provided. The Fund is established initially as consisting of the property, which is acceptable to the Trustee, described in Schedule B attached hereto. Such property and any other property subsequently transferred to the Trustee is referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN

TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities of the Grantor established by EPA.

Section 4. Payment for Closure and Post-Closure Care. The Trustee shall make payments from the Fund as the EPA Regional Administrator shall direct, in writing, to provide for the payment of the costs of closure and/or post-closure care of the facilities covered by this Agreement. The Trustee shall reimburse the Grantor or other persons as specified by the EPA Regional Administrator from the Fund for closure and post-closure expenditures in such amounts as the EPA Regional Administrator shall direct in writing. In addition, the Trustee shall refund to the Grantor such amounts as the EPA Regional Administrator specifies in writing. Upon refund, such funds shall no longer constitute part of the Fund as defined herein.

Section 5. Payments Comprising the Fund. Payments made to the Trustee for the Fund shall consist of cash or securities acceptable to the Trustee.

Section 6. Trustee Management. The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which the Grantor may communicate in writing to the Trustee from time to time, subject, however, to the provisions of this section. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge his duties with respect to the trust fund solely in the interest of the beneficiary and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; except that:

- (i) Securities or other obligations of the Grantor, or any other owner or operator of the facilities, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 U.S.C. 80a-2.(a), shall not be acquired or held, unless they are securities or other obligations of the Federal or a State government;
- (ii) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal or State government; and
- (iii) The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

Section 7. Commingling and Investment. The Trustee is expressly authorized in its discretion:

- (a) To transfer from time to time any or all of the assets of the Fund to any common, commingled, or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and
- (b) To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 U.S.C. 80a-1 et seq., including one which may be created, managed, underwritten, or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

Section 8. Express Powers of Trustee. Without in any way limiting the powers and discretions conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

(a) To sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;

(b) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(c) To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund;

(d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the Federal or State government; and

(e) To compromise or otherwise adjust all claims in favor of or against the Fund.

Section 9. Taxes and Expenses. All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements of the Trustee shall be paid from the Fund.

Section 10. Annual Valuation. The Trustee shall annually, at least 30 days prior to the anniversary date of establishment of the Fund, furnish to the Grantor and to the appropriate EPA Regional Administrator a statement confirming the value of the Trust; provided, no such statement will be required for any reporting period during which no assets other than an irrevocable letter of credit were held in the trust. Any securities in the Fund shall be valued at market value as of no more than 60 days prior to the anniversary date of establishment of the Fund. The failure of the Grantor to object in writing to the Trustee within 90 days after the statement has been furnished to the Grantor and the EPA Regional Administrator shall constitute a conclusively binding assent by the Grantor, barring the Grantor from asserting any claim or

liability against the Trustee with respect to matters disclosed in the statement.

Section 11. Advice of Counsel. The Trustee may from time to time consult with counsel, who may be counsel to the Grantor, with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

Section 12. Trustee Compensation. The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the Grantor.

Section 13. Successor Trustee. The Trustee may resign or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has appointed a successor trustee and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer, and pay over to the successor trustee the funds and properties then constituting the Fund. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in a writing sent to the Grantor, the EPA Regional Administrator, and the present Trustee by certified mail 10 days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section shall be paid as provided in Section 9.

Section 14. Instructions to the Trustee. All orders, requests, and instructions by the Grantor to the Trustee shall be in writing, signed by such persons as are designated in the attached Exhibit A or such other designees as the Grantor may designate by amendment to Exhibit A. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests, and instructions. All orders, requests, and instructions by the EPA Regional Administrator to the Trustee shall be in writing, signed by the EPA Regional Administrators of the Regions in which the facilities are located, or their designees, and the Trustee shall act and shall be fully protected in acting in accordance with such orders, requests, and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor or EPA hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests, and instructions from the Grantor and/or EPA, except as provided for herein.

Section 15. Notice of Nonpayment. The Trustee shall notify the Grantor and the appropriate EPA Regional Administrator, by certified mail within 10 days following the expiration of the 30-day period after the anniversary of the establishment of the Trust, if no required payment is received from the Grantor during that period. After the pay-in period is completed, the Trustee shall not be required to send a notice of nonpayment.

Section 16. Amendment of Agreement. This Agreement may be amended by an instrument in writing executed by the Grantor, the Trustee, and the appropriate EPA Regional Administrator, or by the Trustee and the appropriate EPA Regional Administrator if the Grantor ceases to exist.

Section 17. Irrevocability and Termination. Subject to the right of the parties to amend this Agreement as provided in Section 16, this Trust shall be irrevocable and shall continue until terminated at the written agreement of the Grantor, the Trustee, and the EPA Regional Administrator, or by the Trustee and the EPA Regional Administrator, if the Grantor ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered to the Grantor.

Section 18. Immunity and Indemnification. The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor or the EPA Regional Administrator issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or from the Trust Fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the Grantor fails to provide such defense.

Section 19. Choice of Law. This Agreement shall be administered, construed, and enforced according to the laws of the State of Nebraska.

Section 20. Interpretation. As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement.

In Witness Whereof the parties have caused this Agreement to be executed by their respective officers duly authorized and their corporate seals to be hereunto affixed and attested as of the date first above written: The parties below certify that the wording of this Agreement is identical to the wording specified in 40 CFR 264.151(a)(1) as such regulations were constituted on the date first above written.

CITY OF HASTINGS, Grantor

GREAT WESTERN BANK, Trustee

By: _____
Vern Powers, Mayor

By: _____

Attest: _____

Attest: _____

STATE OF NEBRASKA)
)ss.
COUNTY OF ADAMS)

On this ____ day of August, 2016, before me personally came Vern Powers to me known, who, being by me duly sworn, did depose and say that he resides at _____, Hastings, Nebraska, that he is the duly elected and sworn Mayor of the City of Hastings, Nebraska, a municipal corporation, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to such instrument is such corporate seal; that it was so affixed by order of the Hastings City Council, and that he signed his name thereto by like order.

Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me on the ____ day of August, 2016, by Michael L. Harling, Vice President of Great Western Bank.

Notary Public

SCHEDULE A

FACILITIES AND COST ESTIMATES

1. FACILITIES.

- A. North Landfill Source Control. Construction of surface water controls and landfill cover, consisting primarily of a clay cap, fencing, and other related improvements upon the North Landfill Subsite (CERCLIS ID # NED980862668; Operable Unit # 10) of the Hastings Groundwater Contamination Site, pursuant to the Remedial Design approved by EPA on December 20, 1995, and attached as Appendix B to the Consent Decree lodged on May 18, 1998 in the United States District Court for the District of Nebraska as Civil Action No. 8:98CV269, and signed by United States District Judge Thomas M. Shanahan on August 13, 1998.
- B. North Landfill Groundwater (Well D System). Operation and maintenance of extraction Well D, and sampling and analysis of Well D and other wells at the North Landfill Subsite (CERCLIS ID # NED980862668; Operable Unit # 02) of the Hastings Groundwater Contamination Site, pursuant to the Statement of Work (Appendix B) and Remedial Design approved by EPA as provided in Paragraph 11 of the Consent Decree lodged on September 14, 2007 in the United States District Court for the District of Nebraska as Civil Action No. 8:07CV365, and signed by United States District Judge Lyle E. Strom on November 15, 2007.
- C. South Landfill. Construction of surface water controls and landfill cover, consisting primarily of a clay cap, fencing, and other related improvements upon the South Landfill Subsite (CERCLIS ID # NED980862668; Operable Unit # 05) of the Hastings Groundwater Contamination Site, as described in the Record of Decision issued by U.S.E.P.A. Region VII on September 28, 2000, and to be constructed in accordance with the Remedial Design to be prepared pursuant to the Statement of Work attached as Appendix B to the Consent Decree lodged on August 13, 2003, in the United States District Court for the District of Nebraska as Civil Action No. 8:03CV321, and signed by United States District Judge Laurie Smith Camp on November 12, 2003.
- D. 2nd Street Subsite. The City of Hastings has agreed to undertake the following activities at the Second Street Subsite of the Hastings Groundwater Contamination Site (CERCLIS #: NED980862668, Operable Units 12 and 20): (1) Payment of \$1,000,000 to the United States in reimbursement of EPA's response costs; (2) Perform response work totaling \$1,700,000 to support and assist EPA's implementation of the remedial actions at the Subsite (or pay \$1,700,000, less the total amount of response work performed) ; and (3) pay the United States 80% of the insurance proceeds attributable to the Subsite that Hastings recovers in its litigation with its insurance carriers. Items (1) and (3) have been finalized – response work in satisfaction of (2) is ongoing. The foregoing activities are described in the Consent Decree entered in the United States District Court for the District of Nebraska on August 30, 2010,

Civil Action No.: 8:10-cv-247, signed by United States District Judge Richard G. Kopf, as well as the Statement of Work and related documents incorporated therein.

- E. Area Wide Operable Unit. The selected interim remedy for the Area Wide Operable Unit (CERCLIS ID # NED980862668; Operable Unit # 19) of the Hastings Groundwater Contamination Site, is generally described as institutional controls and related actions, as described in the Record of Decision issued by U.S.E.P.A. Region VII on June 25, 2001, and to be constructed in accordance with the Remedial Design to be prepared pursuant to the Statement of Work attached as Appendix B to the Consent Decree lodged on December 19, 2003, in the United States District Court for the District of Nebraska as Civil Action No. 8:03CV531, and signed by United States District Judge Joseph F. Bataillon on February 26, 2004.

2. COST ESTIMATES.

U.S.E.P.A. Region VII has established the cost estimate for the Work to be performed above to be in the amount of \$4,245,373. Pursuant to agreements among the Defendants named in the above Consent Decrees, other Defendants have provided a portion of the Performance Guarantee, and Hastings is providing the remainder of the Performance Guarantee in the amount of Two Million Nine Hundred Thirty Three Thousand Seven Hundred Ninety Four Dollars (\$2,933,794) broken down as set forth hereinafter.

	Subsite/OU	Ct. Case #	Orig. Amt	New Total	City Share
1	NLF Source Control, OU 10	8:98-cv-269	1,100,000	318,003	318,003
2	NLF Groundwater, OU 02	8:07-cv-00365	1,120,000	448,000	149,334
3	SLF Source & GW, OU 5	8:03-cv-321	1,519,370	1,519,370	506,457
4	2 nd Street, OU 12 & 20	8:10-cv-247	1,500,000	1,500,000	1,500,000
5	Area Wide, OU 19	8:03-cv-00531	600,000	460,000	460,000
	Total		5,839,370	4,245,373	2,933,794

SCHEDULE B

PROPERTY

A. Cash: \$0

B. Letter of Credit, an example of which is attached hereto as Exhibit 1.

Department: Engineering
Staff Contact: David Wacker, City Engineer
Council Meeting Date: 08/08/2016

AGENDA ITEM SUMMARY SHEET

Description of Item:

GW-2016-8 -Telecommunications license agreement with Glenwood Telephone for Elm Street

Names of People/Business affected by this action:

Glenwood Telephone
City of Hastings
Hastings Utilities
Cemetery Department

Why Council action is required:

Approval of R.O.W. occupation license

Type of action requested:

Motion

Suggested motion:

Approve Telcommunications license agreement with Glenwood Telephone for Elm Street.

Deadlines associated with action:

Provide service as soon as possible

Department head comments:

A license was previously approved for service to this area, but some difficulties have arisen in the field.

Glenwood Telephone wishes to occupy the Elm Avenue R.O.W. to serve the New Dinsdale Arts Center at Hastings College

City Administrator comments:

Recommend Approval

TELECOMMUNICATIONS LINE RIGHT-OF-WAY LICENSE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that the City of Hastings, Nebraska, (hereinafter referred to as "City"), for and in consideration of an annual payment of Fifty-one and 78/100 Dollars (\$51.78) and other valuable consideration, the receipt whereof is hereby acknowledged, hereby grants unto Glenwood Telecommunications, Inc., a Nebraska corporation, (hereinafter referred to as "Glenwood"), whose address is P.O. Box 97, Blue Hill, Nebraska 68930, and to its successors or assigns, a ten (10) year license to locate a buried 2 inch conduit (or such smaller conduit as may be deemed appropriate by Glenwood), together with appropriate hand holes, distribution pedestals and location pedestals as are deemed reasonably necessary, to be used for fiber optic cable and related equipment upon and under the public right-of-way controlled by the undersigned situated in or near the City of Hastings, County of Adams, State of Nebraska, and more particularly described on the attached Exhibit A.

The total lineal footage of City of Hastings right-of-way occupied is 863.00 feet, at the rate of \$0.06 per lineal foot. Glenwood may, at Glenwood's option, and according to such additional terms as mutually agreed by the parties, renew this Agreement for up to three additional five year terms.

This license is granted for the purpose of constructing, reconstructing, operating, repairing and maintaining on or under the above described lands, fiber optic telecommunications lines and related equipment. Glenwood shall be responsible for using the license in such a way so as not to interfere with any utilities previously located in the right-of-way and shall pay any and all damages caused by its use thereof. Glenwood places its lines and equipment in the right-of-way at its own risk, and agrees that City is not liable for any damages that may occur to Glenwood's lines or equipment.

Glenwood shall provide exact locations of all telecommunications lines upon City right-of-way in electronic format (as-built) to the City of Hastings by February 15, 2017.

The undersigned agrees that all wires and other facilities, including all telecommunications equipment, installed on the above described premises at Glenwood's expense shall remain the property of Glenwood and shall be removable at the option of Glenwood.

The parties agree that Glenwood's use of the right-of-way is not a vested right, and Glenwood shall move or remove fiber optic lines and other equipment at the request of City, at no cost to City, provided that reasonable notice is given to Glenwood of the need of said movement or removal. For purposes of this agreement, absent an emergency, ninety (90) days' notice shall be considered reasonable.

Payments under this Agreement shall be prorated for the first partial year and the final year, and shall be due and payable on or before the 1st day of January for each year that Glenwood occupies the right-of-way.

The City covenants that it has the right to grant the foregoing license as to City right of way.

IN WITNESS WHEREOF, the undersigned has set its hand and seal on the ____ day of _____ 2016.

THE CITY OF HASTINGS, NEBRASKA

By _____
Vern Powers, Mayor

City Clerk

GLENWOOD TELECOMMUNICATIONS,

INC.

City Attorney

By _____
Stan Rouse, General Manager

STATE OF NEBRASKA)
) ss:
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me on _____, 2016, by Vern Powers, Mayor of the City of Hastings, Adams County, Nebraska, a Political Subdivision of the State of Nebraska, on behalf of the City.

Notary Public

STATE OF NEBRASKA)
) ss:
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me on _____, 2016, by Stan Rouse, General Manager of Glenwood Telecommunications, Inc., a Nebraska corporation, on behalf of the Corporation.

Notary Public

Exhibit A



Commencing at a hand hole located near the center of a utility easement located 134 feet east of the east line of Turner Avenue and along the south line of 13th Street; thence easterly along the south right of way of 13th Street a distance of approximately 133 feet; thence southeasterly a distance of approximately 83 feet on a straight line to a hand hole to be placed near the south side of the entrance to Parkview Cemetery; thence southerly along the east right of way of Elm Avenue a distance of approximately 647 feet terminating in a hand hole to be placed near the northwest corner of Hastings College First Subdivision, in the City of Hastings, Adams County, Nebraska.

Department: Engineering
Staff Contact: David Wacker, City Engineer
Council Meeting Date: 08/08/2016

AGENDA ITEM SUMMARY SHEET

Description of Item:

Approval of Agreement No. AJW-ON-AAC-16-A894 with FAA for Flight Inspection of PAPI's on Runway's 04 and 22 at Hastings Airport (KHSI), Hastings, Nebraska.

Names of People/Business affected by this action:

FAA
City of Hastings - Airport

Why Council action is required:

Contractual Agreement with FAA

Type of action requested:

Motion

Suggested motion:

Approve Agreement AJW-ON-AAC-16-A894 between the City of Hastings and the Federal Aviation Administration and authorize Mayor to execute said document.

Deadlines associated with action:

Approval has to be made within 100 days of offer to sponsor or it will be declared null and void.

Department head comments:

This agreement provides for the Federal Aviation Administrator (FAA) to conduct and preform flight inspection of Precision Approach Path Indicator's (PAPI's) for runways 04 and 22 at the Hastings Municipal Airport.

Currently a project for new PAPI's is underway for construction and with completion of construction they must be verified for use by the FAA.

Scheduling is important and flight check is tentatively scheduled for October, 2016.

Federal Reimbursement payment of \$13, 178.66 (local funds) must be paid to FAA for work to be completed.

The City Attorney has also reviewed this agreement and recommendation to approve the agreement

City Administrator comments:

Recommend Approval



U.S. Department
of Transportation
**Federal Aviation
Administration**

Federal Aviation Administration
Mike Monroney Aeronautical Center

6500 South MacArthur Boulevard
Oklahoma City, OK 73169-6901

July 27, 2017

City of Hastings, Nebraska
Attn: David L. Wacker, P.E.
220 N. Hastings Avenue
Hastings, Nebraska 68901-5144

Dear Mr. Wacker:

You'll find attached a copy of our agreement between City of Hastings, Nebraska and the FAA. To expedite the process, please print it, request Mr. Powers sign and date it on the last page, then scan and return it to me via e-mail at kadi.d.barrett@faa.gov. I'll request FAA signatures then return a fully signed copy to you. If you prefer a hard copy original, just let me know and I'll be glad to mail one to you.

Per the agreement, payment is required in advance of services being rendered, so please provide payment of \$13,178.66 which will fund your flight inspection. You can provide a check payment, made out to 'FAA', to the following address:

Federal Aviation Administration
Reference: **AJW-ON-AAC-16-A894**
DOT/FAA/Mike Monroney Aeronautical Center
AMK-323 Reimbursable Project Team
6500 S. MacArthur Blvd.
Oklahoma City OK 73169
Telephone: (405) 954-7849

Or, you may accomplish the transfer of funds electronically:

Address of Beneficiary:	Federal Aviation Administration Reference: AJW-ON-AAC-16-A894 FAA/DOT/Mike Monroney Aeronautical Center AMK-323 Reimbursable Project Team PO Box 25082 Oklahoma City, OK 73125
Receiver (Bank) Name:	TREAS NYC
Receiver (Bank) Address:	U.S. Treasury c/o Federal Reserve Bank of New York 33 Liberty Street New York, NY 10045

Receiver Bank

ABA routing number: 021030004
Account number: 69001104

You could also go to pay.gov to submit your payment via electronic check or credit card. If you prefer this process, just give me a call and I'll help navigate you through the proper screens.

Your agreement number, AJW-ON-AAC-16-A894, must be included on your wire transfer or check to ensure your account is credited properly.

Thank you for your attention to this matter. Please contact me at (405) 954-7568 if you have any questions.

Sincerely,

kadi.d.barrett@faa.gov

Digitally signed by kadi.d.barrett@faa.gov

DN: cn=kadi.d.barrett@faa.gov

Date: 2016.07.27 17:50:32 -05'00'

Kadi Barrett
Planning and Acquisition Team
Flight Inspection Services

Attachment:
Agreement

NON-FEDERAL REIMBURSABLE AGREEMENT

BETWEEN

**DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

AND

**CITY OF HASTINGS, NEBRASKA
HASTINGS, NE**

WHEREAS, the Federal Aviation Administration (FAA) can furnish directly or by contract, material, supplies, equipment, and services which the **City of Hastings, Nebraska** (Sponsor) requires, has funds available for, and has determined should be obtained from the FAA;

WHEREAS, it has been determined that competition with the private sector for provision of such material, supplies, equipment, and services is minimal; the proposed activity will advance the FAA's mission; and the FAA has a unique capability that will be of benefit to the Sponsor while helping to advance the FAA's mission;

WHEREAS, the authority for the FAA to furnish material, supplies, equipment, and services to the Sponsor upon a reimbursable payment basis is found in 49 U.S.C. § 106(l)(6) on such terms and conditions as the Administrator may consider necessary;

NOW THEREFORE, the FAA and the Sponsor mutually agree as follows:

ARTICLE 1. Parties

The Parties to this Agreement are the FAA/Flight Inspection Services, and **City of Hastings, Nebraska**.

ARTICLE 2. Type of Agreement

This Agreement is an "other transaction" authorized under 49 U.S.C. § 106(l)(6). It is not intended to be, nor will it be construed as, a partnership, corporation, joint venture or other business organization.

ARTICLE 3. Scope

- A. The purpose of this Agreement between the FAA and the Sponsor is to provide a **commissioning flight inspection for the PAPIs on runways 04 and 22 at Hastings Municipal Airport (KHSI) Hastings, NE**. This Agreement provides funding for the FAA to establish these services.

Therefore, this project is titled:

City of Hastings, Nebraska, Hastings, NE

- B. The FAA will perform a **commissioning flight inspection for the PAPIs on runways 04 and 22 at Hastings Municipal Airport (KHSD) Hastings, NE.**
- C. The Sponsor will perform the following activities:
 - 1. Provide funding as estimated in Article 7.
 - 2. Upon signature and payment of agreement, contact James Field at 405-954-9318 or james.d.field@faa.gov and inform him when the site is ready for inspection. You may call Flight Inspection Central Operations if you have any questions at 405-954-9780.
- D. This agreement is in whole or in part funded with funding from an AIP grant ☒ Yes ☐ No. If Yes, the grant date is: June 6, 2016 and the grant number is: 3-31-0040-014-2016. If the grant information is not available at the time of agreement execution, the Sponsor will provide the grant information to the FAA when it becomes available.

ARTICLE 4. Points of Contact

A. FAA:

- 1. Flight Inspection Services will perform the Scope of Work included in this Agreement. Jim Wilson is the Manager, Mission Control Team, and liaison with the Sponsor for any Flight Inspection issues and can be reached at 405-954-9789. The Flight Inspection Services Agreement Coordinator, Kadi Barrett, can be reached at 405-954-7568. These liaisons are not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
- 2. FAA Contracting Officer: The execution, modification, and administration of this Agreement must be authorized and accomplished by the Contracting Officer.

B. Sponsor Point(s) of Contact

Sponsor: City of Hastings, Nebraska
Attention: David L. Wacker, P.E.
Address: 220 N. Hastings Avenue
Hastings, Nebraska 68901-5144
Phone: (402) 461-2330
E-mail: dwacker@cityofhastings.org

ARTICLE 5. Non interference with operations: [RESERVED]

ARTICLE 6. Transfer Agreement [RESERVED]

ARTICLE 7. Estimated Costs

A. The estimated FAA costs associated with this Agreement are as follows:

DESCRIPTION OF REIMBURSABLE ITEM	ESTIMATED COST
LABOR	
NA	\$0
NON-LABOR	
Flight Inspection	\$12,316.50
Non-Labor Overhead (7%)	<u>\$862.16</u>
Total Non-Labor	\$13,178.66
TOTAL ESTIMATED COST	\$13,178.66

Detailed Estimate:

Flight Inspection Estimated Cost

<i>Challenger Rate \$3,519/hr</i>	Type	Hours	Inspections	Estimated Cost
PAPIs on rwys 04 & 22 at (KHSI)	Commissioning	3.5	1	\$12,316.50
	7% Administrative Overhead			<u>\$862.16</u>
	Total Estimated Cost of Agreement			\$13,178.66

- B. The FAA- Flight Inspection Services reserves the right to determine which aircraft will be used for flight inspections. Flight hour rates will be adjusted automatically according to the most current edition of FAA Order 2500.36, Application of Flight Hour Rates. The **estimates** are based on rates in effect at the time this Agreement is signed.
- C. Estimated costs contained herein are for planning purposes only and can vary depending on the actual aircraft used, and actual flight hours expended to reach the facility and to accomplish the inspection. As required by regulation, the final bill submitted to the customer will reflect **actual** hours and costs to Flight Inspection Services.
- D. **Sponsor** will be notified of any necessary deviations or changes to the instrument flight procedure and agrees to negotiate with the FAA to resolve additional reimbursement issues exceeding 10% of the cost estimate, in accordance with Article 9.

- E. FAA flight inspection aircraft may be delayed from scheduled itineraries for unanticipated reasons such as a National Airspace System priority, weather, or unscheduled aircraft maintenance. FAA is not responsible for any additional cost the Sponsor may incur if an inspection must be rescheduled.

ARTICLE 8. Period of Agreement and Effective Date

This Agreement supersedes and nullifies any previous agreements between the parties on the subject matter. The effective date of this Agreement is the date of the last signature. This Agreement is considered complete when the final invoice is provided to the Sponsor and a refund is sent or payment is received as provided for in Article 9, Section E of this Agreement. Under no circumstances will this Agreement extend five years beyond its effective date.

ARTICLE 9. Reimbursement and Accounting Arrangements

- A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. The Sponsor will send the Agreement to the FAA Agreement Coordinator for FAA signature and advance payment to the Accounting Division listed in Section C of this Article. The advance payment will be held as a non-interest bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement. Upon completion of this Agreement, the final costs will be netted against the advance payment and, as appropriate, a refund or final bill will be sent to the sponsor. Per U.S. Treasury guidelines, refunds under \$1.00 will not be processed. Additionally, FAA will not bill the sponsor for amounts less than \$1.00.
- B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.
- C. The Accounting Division is identified by the FAA as the billing office for this Agreement. The Sponsor will send a copy of the executed Agreement to the Agreement Coordinator and submit the full advance payment to the Accounting Division. The sponsor can either mail the payment to the address shown below or submit payment (via check or credit card) electronically via pay.gov. All payments must include the Agreement number, Agreement name, Sponsor name, and project location.

The mailing address is:

FAA – Mike Monroney Aeronautical Center
ATTN: AMK-323, Reimbursable Project Team
P.O. Box 25082
Oklahoma City OK 73125

The overnight mailing, address is:

DOT/FAA/Mike Monroney Aeronautical Center
AMK-323 Reimbursable Project Team
6500 S. MacArthur Blvd.
Oklahoma City OK 73169
Telephone: (405) 954-7849

The Sponsor hereby identifies the office to which the FAA will render bills for the project costs incurred as:

Sponsor: City of Hastings, Nebraska
Attention: David L. Wacker, P.E.
Address: 220 N. Hastings Avenue
Hastings, Nebraska 68901-5144
Phone: (402) 461-2330
E-mail: dwacker@cityofhastings.org

- D. Pre-payment notices will be sent to the Sponsor on an annual basis.
- E. The cost estimates contained in Article 7 are expected to be the maximum cost associated with this Agreement, but may be modified to recover the FAA's actual cost. If during the course of this Agreement, actual costs are expected to exceed the estimated costs, the FAA will notify the Sponsor immediately. The FAA will also provide the Sponsor a modification to the Agreement which includes the FAA's additional costs. The Sponsor agrees to prepay the entire estimated cost of the modification. The Sponsor will send a copy of the executed modification to the Agreement to the FAA-Mike Monroney Aeronautical Center with the additional advance payment. Work identified in the amendment cannot start until receipt of the additional advance payment. In addition, in the event that a contractor performing work pursuant to the scope of this Agreement brings a claim against the FAA and the FAA incurs additional costs as a result of the claim, the Sponsor agrees to reimburse the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.

ARTICLE 10. Changes and Modifications

Changes and/or modifications to this Agreement will be formalized by a written modification that will outline in detail the exact nature of the change. Any modification to this Agreement will be executed in writing and signed by the authorized representative of each party. The parties signing this Agreement and any subsequent modification(s) represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person will be interpreted as modifying or otherwise affecting the terms of the Agreement. Any party to this Agreement may request that it be modified, whereupon the parties will consult to consider such modifications.

ARTICLE 11. Termination

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date, by giving the other party at least thirty (30) days prior written notice of termination. Payment of amounts due and owing may include all costs reimbursable under this Agreement, not previously paid, for the performance of this Agreement before the effective date of the termination; the total cost of terminating and settling contracts entered into by the FAA for the purpose of this Agreement; and any other costs necessary to terminate this Agreement. Upon receipt of a notice of termination, the receiving party will take immediate steps to stop the accrual of any additional obligations which might require payment. All funds due after termination will be netted against the advance payment and, as appropriate, a refund or bill will be issued.

ARTICLE 12. Order of Precedence [RESERVED]

ARTICLE 13. Legal Authority

This Agreement is entered into under the authority of 49 U.S.C. § 106(l)(6), which authorizes the Administrator of the FAA to enter into and perform such contracts, leases, cooperative agreements and other transactions as may be necessary to carry out the functions of the Administrator and the Administration on such terms and conditions as the Administrator may consider appropriate. Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

ARTICLE 14. Disputes

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any dispute through good faith negotiations, the dispute will be resolved by alternative dispute resolution using a method to be agreed upon by the parties. The outcome of the alternative dispute resolution will be final unless it is timely appealed to the Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding (see 49 U.S.C. § 46110).

ARTICLE 15. Warranties

The FAA makes no express or implied warranties as to any matter arising under this Agreement, or as to the ownership, merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

ARTICLE 16. Insurance

The Sponsor will arrange by insurance or otherwise for the full protection of itself from and against all liability to third parties arising out of, or related to, its performance of this Agreement. The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf.

ARTICLE 17. Limitation of Liability

To the extent permitted by law, the Sponsor agrees to indemnify and hold harmless the FAA, its officers, agents and employees from all causes of action, suits or claims arising out of the work performed under this Agreement. However, to the extent that such claim is determined to have arisen from the act or omission by an officer, agent, or employee of the FAA acting within the scope of his or her employment, this hold harmless obligation will not apply and the provisions of the Federal Tort Claims Act, 28 U.S.C. § 2671, et seq., will control. The FAA assumes no liability for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf. In no event will the FAA be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

ARTICLE 18. Civil Rights Act

The Sponsor will comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs.

ARTICLE 19. Protection of Information

The parties agree that they will take appropriate measures to identify and protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

ARTICLE 20. Security [RESERVED]

ARTICLE 21. Intellectual Property

Data developed as part of FAA operations is public information subject to the Freedom of Information Act (FOIA) and the Privacy Act.

ARTICLE 22 Entire Agreement

This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any modification to this Agreement, the terms of such modification will supersede the terms of this Agreement to the extent of any inconsistency. Each party acknowledges participation in the negotiations and drafting of this Agreement and any modifications

thereto, and, accordingly that this Agreement will not be construed more stringently against one party than against the other. If this Agreement is not executed by the Sponsor within 100 calendar days after the FAA transmits it to the Sponsor, the terms contained and set forth in this Agreement shall be null and void.

AGREED:

**FEDERAL AVIATION
ADMINISTRATION**

CITY OF HASTINGS, NEBRASKA

SIGNATURE _____
NAME Avis Franklin
TITLE Contracting Officer

DATE _____

SIGNATURE _____
NAME Vern Powers
TITLE Mayor, City of Hastings,
 Nebraska

DATE _____

Department: Engineering
Staff Contact: Dave Ptak, City Attorney
Council Meeting Date: 08/08/2016

AGENDA ITEM SUMMARY SHEET

Description of Item:

Agreement with No Coast Brewing, L.L.C., d/b/a First Street Brewing Company, 109 N St Joseph Avenue to occupy City property with sidewalk patio (St Joseph Avenue R.O.W.)

Names of People/Business affected by this action:

First Street Brewing, L.L.C., citizens of Hastings, Hastings Street Department

Why Council action is required:

Occupation of City R.O.W. requires City Council approval

Type of action requested:

Motion

Suggested motion:

City Council approve the request of Nathan Hoeft, dba First Street Brewing Company, 109 N St Joseph Avenue to occupy 8' X 49' of St Joseph Avenue R.O.W. with sidewalk patio as outlined in Exhibit "A" and Exhibit "B"

Deadlines associated with action:

As soon as possible

Department head comments:

First Street Brewing, L.L.C. wishes to occupy the St Joseph Avenue R.O.W. 8' X 50' with a fenced patio space for the new brewery. City code requires an agreement to be approved by the City Council for the encroachment of the patio area into the R.O.W. A 6' wide sidewalk space must be maintained and is shown on the attached grade plan. Diagonal parking will be removed, new curb and gutter constructed and parallel parking (2 spaces) will be installed by the street department as existent to the north of the block. This improvement is currently in the City's One and Six Year Plan.

Recommend Approval

City Administrator comments:

We may want to look at changing the existing curb to match the curb line from the North and the Dutton Lainson Park area. This would allow for more space in front of the brewery facility and

allow for street landscaping to be added to the first Street landscape plan currently being formulated. That can be dealt with when the first Street project moves forward.

Recommend Approval

Alley

119 N. St. Joseph Ave.



St. Joseph Ave.

27.78 Top
26.70 Ex

2.13% Ex.

8'
26.53 Ex

8.17% Ex.

6'
26.04 Ex

2.5'

10' @ 1.16%

1.67%

5.1%

27.70 Top
26.65 SW

27.78 Floor

27.70 Top
26.80 SW

26.70 TC
26.19 FL

Patio Area

49' +-

Sidewalk

1.16%

0.66%

Parking Stall

Parking Stall

27.78 SW

8.5%

8'
27.70 Top
27.10 SW

1.67%

6'
27.00 TC
26.36 FL

5' R.

9%

27.85 Floor
27.74 SW

27.02 SW

26.40 FL

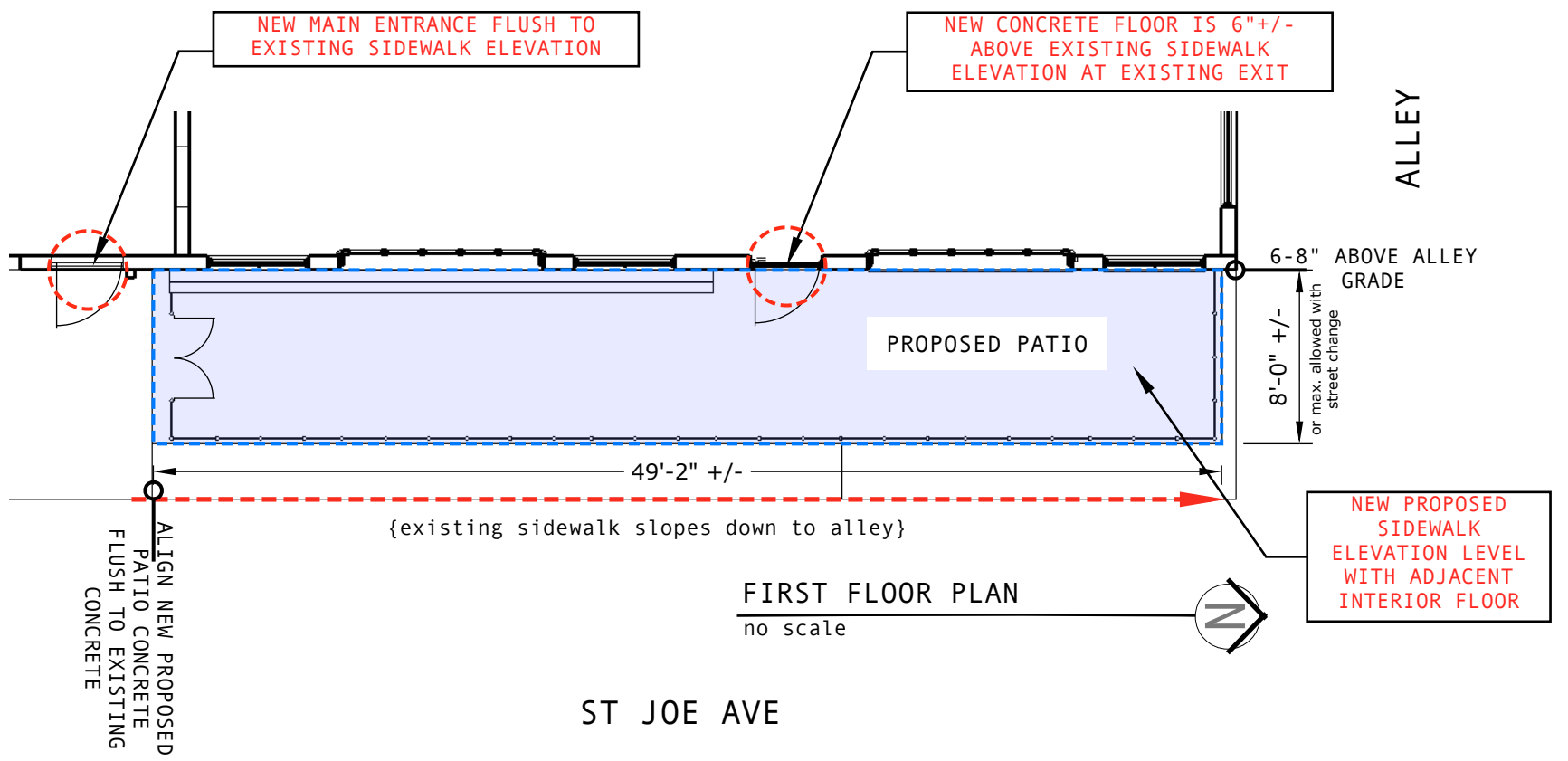
Driveway

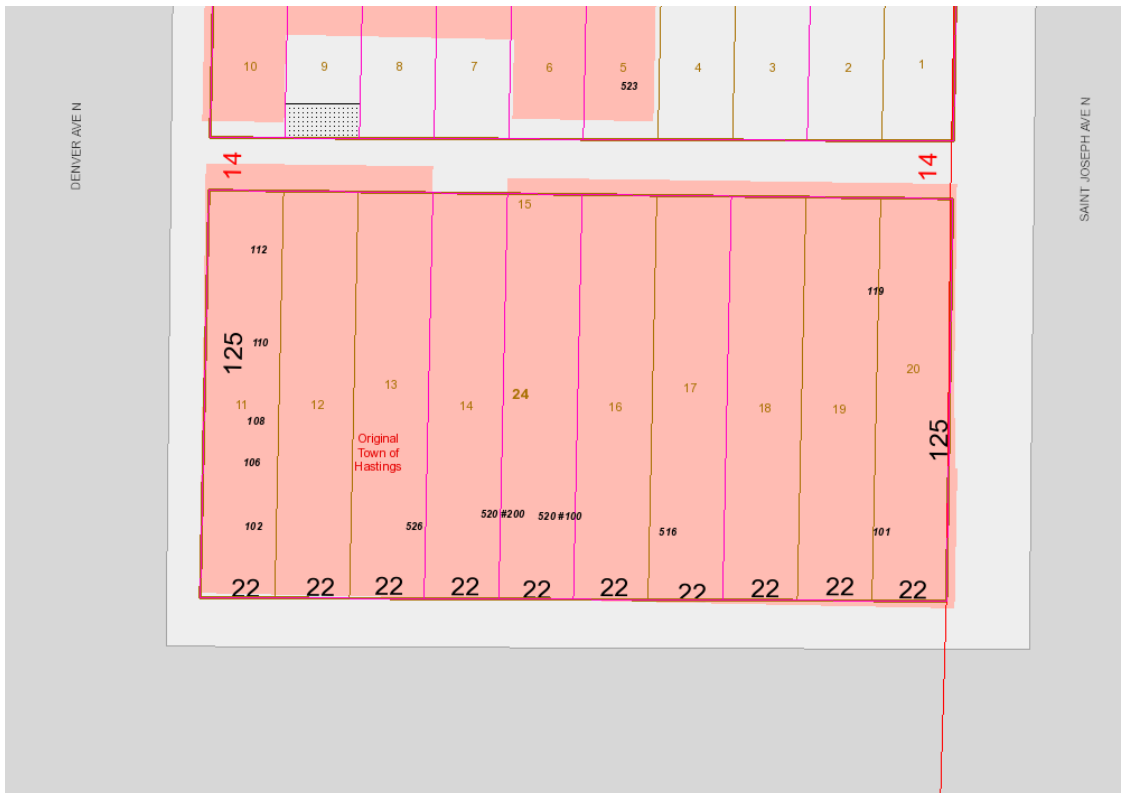
27.74 SW

27.20 SW

26.42 FL

Sidewalk





Following the Policy adopted by the City Council on July 27, 1998, an annual license fee is required for permanent encroachments in street rights-of-way.

No Coast Brewing, L.L.C. owns Lots 18-20, Block 24, Original Town of Hastings. These lots are each 22'x125' or 2,750 square feet. The total area of these three lots is 8,250 square feet (2,750 x 3).

Nebraska Taxes Online

Tax Statement

Search

Adams County

Step 4 of 8

Perm ID 2830032200

Name NO COAST BREWING LLC
P O BOX 811
HASTINGS NE 68902

Legal (119 N ST JOSEPH)
LOT 18 THRU 20
CITY OF HASTINGS
ORIGINAL TOWN
BLK. 24

Click on any statement number you wish to pay or view.

Levy Graph

Value Graph

Tax Graph

Year	Statement	Value	Tax	Exemption	Net Tax	Balance Due
2015	005790	\$ 94,525	\$ 2,113.44	- \$ 88.94	\$ 2,024.50	\$ 0.00
2014	005819	\$ 90,930	\$ 2,087.08	- \$ 65.06	\$ 2,022.02	\$ 0.00
2013	006591	\$ 90,930	\$ 2,097.92	- \$ 60.00	\$ 2,037.92	\$ 0.00
2012	006532	\$ 90,930	\$ 2,129.16	- \$ 65.02	\$ 2,064.14	\$ 0.00
2011	013733	\$ 90,930	\$ 2,144.01	- \$ 68.48	\$ 2,075.53	\$ 0.00
2010	013775	\$ 90,930	\$ 2,111.78	- \$ 71.75	\$ 2,040.03	\$ 0.00
2009	013773	\$ 89,145	\$ 2,040.96	- \$ 73.30	\$ 1,967.66	\$ 0.00
2008	013832	\$ 89,145	\$ 2,023.57	- \$ 76.78	\$ 1,946.79	\$ 0.00
2007	013763	\$ 89,145	\$ 2,055.53	- \$ 74.19	\$ 1,981.34	\$ 0.00
2006	013602	\$ 89,145	\$ 2,098.27	\$ 0.00	\$ 2,098.27	\$ 0.00
2005	013457	\$ 89,145	\$ 2,112.74	\$ 0.00	\$ 2,112.74	\$ 0.00
2004	013428	\$ 78,890	\$ 1,872.05	\$ 0.00	\$ 1,872.05	\$ 0.00
2003	013376	\$ 78,890	\$ 1,888.99	\$ 0.00	\$ 1,888.99	\$ 0.00

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The 2015 assessed valuation for the above property is \$94,525. Dividing the assessed valuation by the total number of square feet (\$94,525/8,205) results in a square foot value of \$11.46 per square foot.

The proposed licensed area is 400 square feet which would result in a valuation of \$458.40 (\$11.45 x 400)

10% of that valuation is \$45.84 (\$458.40 x 10%). The annual rental fee would then be **\$45.84**

PUBLIC RIGHT-OF-WAY LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2016, by and between the CITY OF HASTINGS, NEBRASKA, a Municipal Corporation, hereinafter referred to as the "City," and No Coast Brewing, L.L.C., a Nebraska Limited Liability Company, d/b/a First Street Brewing Company, hereinafter referred to as the "Licensee."

1. The City hereby grants to the Licensee a license to permit the construction of an encroachment on publicly owned property, specifically the right to construct a patio and fence as shown on the attached Exhibits "A" and "B" in the sidewalk area in front of the real property addressed as 119 North St. Joseph Avenue and described below which is located on the west side of St. Joseph Avenue between First and Second Streets, with the understanding that the patio area if fenced shall be gated, so the gate(s) can be opened or removed, exposing the entire width of the patio area. Licensee shall not store any items on the licensed property. The property to be so licensed is described as follows:

A tract of land being that part of North St. Joseph Avenue lying East of Lot 20, Block 24, Original Town Addition to the City of Hastings, Adams County, Nebraska and more particularly described as follows:

Beginning at the Northeast Corner of Lot 20, Block 24, Original Town Addition to the City of Hastings, Adams County, Nebraska as platted and recorded, Thence Easterly along the North line (extended) of said Lot 20 a distance of 8.00 feet to a point; Thence Southerly along a line parallel with and 8.00 feet East of the East line of said Lot 20 a distance of 50.00 feet to a point; Thence Westerly along a line parallel with said North line a distance of 8.00 feet to a point on the East line of said Lot 20; Thence Northerly along said East line of Lot 20 a distance of 50.00 feet to the Point of Beginning. Containing a calculated area of 400.00 Square feet more or less.

2. As initial consideration for this license, the Licensees agree to pay to the City a fee of \$75.00, and shall pay an annual fee thereafter of \$463.20 per year, said fee to be paid on or before the first day of October of each year commencing October 1, 2016. This fee shall be paid each year and may not be paid in advance beyond the existing year. Beginning October 1, 2018, and every 2nd year thereafter, the annual license fee established herein may be subject to review by the Hastings City Council, and may be revised as the City Council deems reasonable and appropriate.

3. Except as hereinafter provided the license shall continue from year to year so long as the intended use is made of the premises; provided however, the maximum term of this agreement shall be ten (10) years, unless otherwise agreed by the parties. The Licensee intends to utilize the premises for purpose described in paragraph 1 above. Upon the termination of said use, the license shall terminate, and the Licensee shall immediately restore the premises to the condition which existed prior to the time the Licensee's use of the premises commenced, or to such other condition as the parties hereto may agree.

4. Except as otherwise provided herein, this license may not be revoked by the City prior to the end of the term set forth above, except for the following reasons:

- A. The need of the City to utilize the licensed area for installation of any public improvements or use of same for public street purposes.
- B. The need of the City to utilize the area for maintenance of any public improvements.
- C. The need of the City to utilize the area for public health and/or safety purposes.
- D. The Licensees' violation of any City ordinance or regulation; provided that such violation must in some way be related to this license; and provided further, that before declaring any revocation for this reason, the City must first afford the Licensees a reasonable opportunity to remedy or correct the violation.
- E. Abandonment of the licensed premises or the use to which it will be devoted as described in paragraph 1 above.
- F. Failure to pay the license fee.
- G. Storage of materials, goods, machinery or other items within the licensed area.

Any revocation of this license must be upon the affirmative vote of the Hastings City Council. Any revocation shall not occur until the Licensee has first been given thirty (30) days' written notice of the City's intent to revoke. For the purposes of this license, written notice shall be deemed given when mailed by first class mail to the Licensees at the Licensee's last known address. It is understood between the parties that the City may, without going through the process of revoking or terminating the license, utilize all or any part of the licensed area for public purposes not inconsistent with the Licensee's intended use of the licensed premises.

5. The City shall have the right to promptly enter upon the licensed area for public health and safety purposes or for the purpose of maintaining any public improvements or utility services thereon, provided that reasonable notice of such entry shall be given to the Licensee except in the case of emergency. This provision shall not authorize any City official to enter into any enclosed structure without a court order or permission of the Licensee.

6. The Licensee hereby agrees to hold the City harmless from any damages or injuries occasioned by or incidental in any way to the uses of the property subject to the license, and the licensees agree to pay the cost of any repairs to public or private property occasioned by the Licensee's use of the licensed premises.

7. The Licensees waive any right to claim title to this property by adverse possession or other like claim. Furthermore, the Licensees understand and agree that they shall acquire no property interest whatsoever in the City-owned property which is the subject of this license agreement.

8. Licensee understands and agrees that the erection and removal of the improvements upon the subject property shall be at the sole expense of the Licensee. Furthermore, in the event that any

improvement is abandoned or becomes deteriorated, it may be removed by the City, and the Licensee agrees to pay all expenses in connection with such removal. The City agrees that it will not make any such removal until after thirty (30) days' written notice to the Licensee.

9. Notwithstanding anything herein to the contrary, the City hereby reserves the right to terminate or revoke this license at any time and for any reason, upon six (6) months written notice to the Licensees.

CITY OF HASTINGS, NEBRASKA,
a Municipal Corporation

ATTEST:

By _____
President, Hastings City Council

City Clerk

(S E A L)

Approved as to form: _____
City Attorney

No Coast Brewing, L.L.C., a Nebraska Limited
Liability Company

Managing Member

STATE OF NEBRASKA)
) ss:
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Kathy Duval, President of the City Council of the City of Hastings, Nebraska, a Municipal Corporation, on behalf of said City of Hastings.

Notary Public

STATE OF NEBRASKA)
) ss:
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016 by _____, Managing Member of No Coast Brewing, L.L.C., a Nebraska Limited Liability Company.

Notary Public

Department: Development Services
Staff Contact: Lance Lang, City Planner
Council Meeting Date: 08/08/2016

AGENDA ITEM SUMMARY SHEET

Description of Item:

Request from Ron Wissing of Johnson Concrete Products to vacate that portion of East "C" Street right-of-way, seventy feet (70') in width, between South Pine Avenue and east of the old Union Pacific right-of-way line and between Block 6 and Block 9, all in M.J. Smith's Addition, City of Hastings, Adams County, Nebraska. Said portion of vacated street right-of-way to be retained by the City of Hastings for a utility easement.

Names of People/Business affected by this action:

Neighboring property owners.

Why Council action is required:

For public hearings involving vacation of public right-of-way state law requires that the City Council shall hold a public hearing and make a decision based on information provided by staff and the findings from the public testimony.

Type of action requested:

Ordinance

Suggested motion:

Motion to introduce Ordinance No. 4484 on First Reading to approve vacation of that portion of East "C" Street right-of-way, seventy feet (70') in width, between South Pine Avenue and east of the old Union Pacific right-of-way line, recognizing said portion of vacated street right-of-way to be retained by the City of Hastings for a utility easement.

Deadlines associated with action:

None.

Department head comments:

The applicant is requesting part of East C Street right-of-way be vacated so that it can be used for on-site storage of materials. This is the 100 Block of East C Street. (See Exhibit 'A' - Vicinity Map) The portion of the right-of-way to be vacated extends west from South Pine Avenue to the

Union Pacific Railroad property, 35 feet north of the center line of East C Street to Block 6, M.J. Smiths Addition and 35 feet south of the center line to Block 9, M.J. Smiths Addition for a total of seventy feet (70') of right-of-way width. (See Exhibit 'B' - Aerial View) The applicant owns the land on both sides of the proposed right-of-way to be vacated.

As evidenced in Exhibit 'B,' the right-of-way is already being used for outdoor storage of PVC pipe. The applicant has been paying a lease fee to the City for a number of years. Vacation of the right-of-way would legitimize use of the property and end the lease payments. In the future, the applicant would like to construct a large storage building generally located as shown on Exhibit 'D'. City staff has reviewed this request for vacation of part of East C Street as requested and recommend approval, however, this land needs to be retained for future public utility easements to the City of Hastings.

City Administrator comments:

Recommend approval but to retain a utility easement as there is currently a sanitary sewer located on this property.

There is a possibility of a building built on a portion of this current ROW.

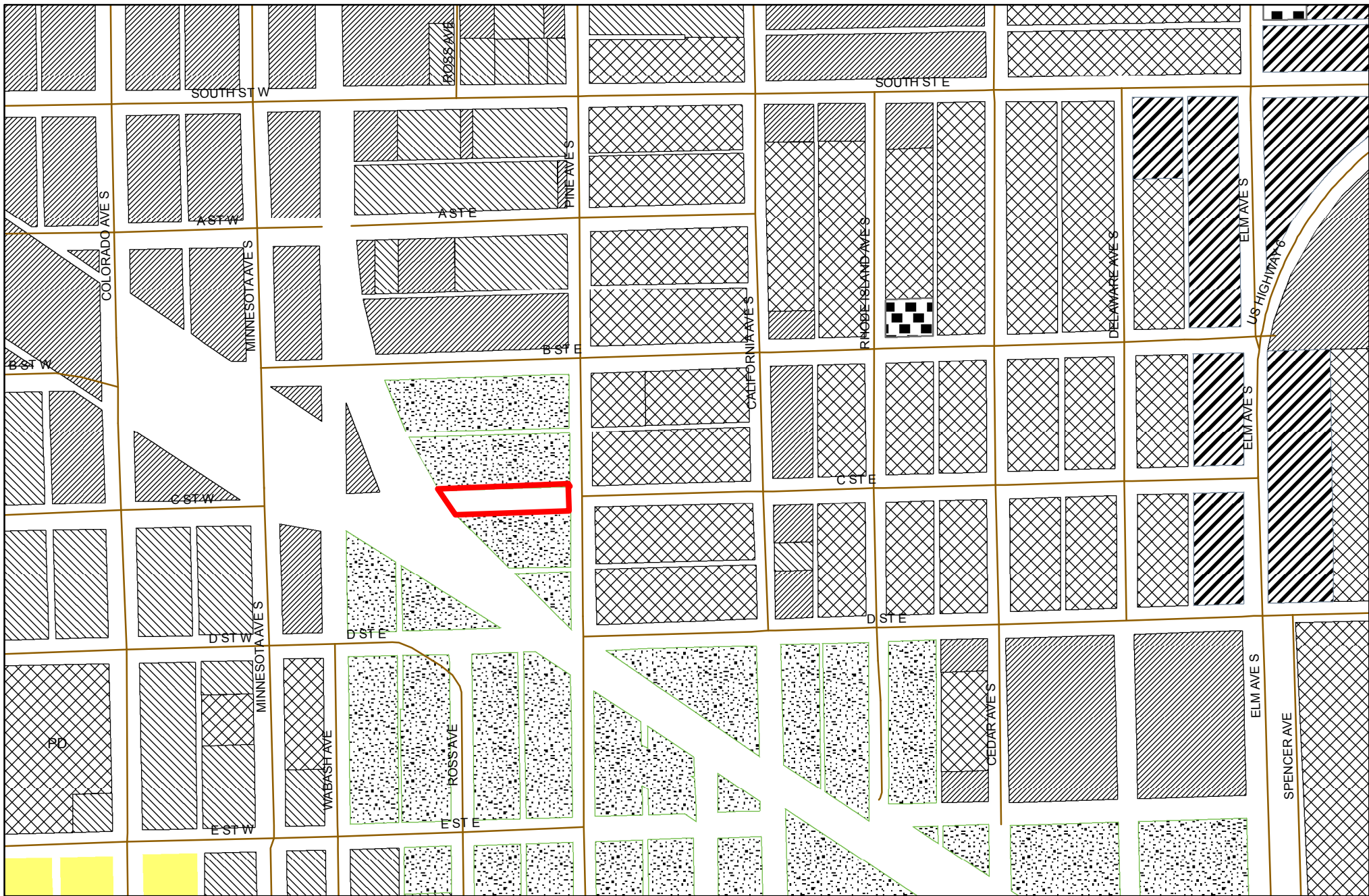


EXHIBIT 'A' - VICINITY MAP

City of Hastings

This map is for illustration only.





City Limits	R-3: Multiple-family	C-1: Local business
subdivision	R-1A: Single family large lot	C-2: Central business
A: Agricultural district	R-1S: Single family suburban	C-3: Commercial business
R-1: Urban single family	R-5: Urban single family undersized lot	C-0: Commercial office
R-2: Two-family	CMP: Campus institutional	I-1: Light industrial
R-3G: Garden apartment	CZ: Clear zone	I-2: Heavy industrial

EXHIBIT 'C' - ZONING

City of Hastings Zoning

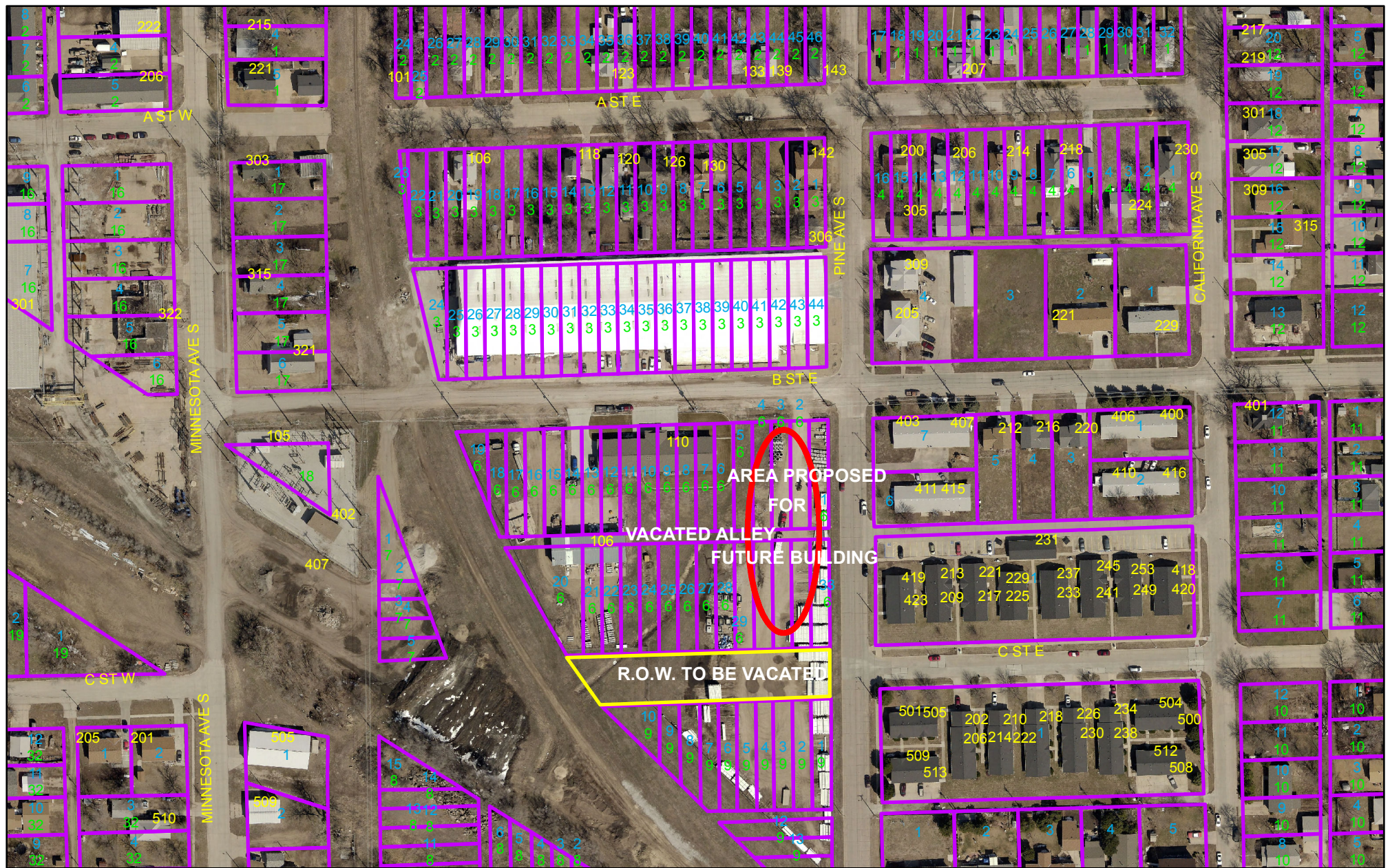


EXHIBIT 'D' - AREA OF FUTURE BUILDING

City of Hastings

This map is for illustration only.



ORDINANCE NO. 4484

AN ORDINANCE OF THE CITY OF HASTINGS, NEBRASKA, VACATING EAST “C” STREET, SEVENTY FEET (70’) IN WIDTH, BETWEEN SOUTH PINE AVENUE AND EAST OF THE OLD UNION PACIFIC RIGHT-OF-WAY LINE, AND BETWEEN BLOCK 6 AND BLOCK 9, ALL IN M.J. SMITHS ADDITION, CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA; RESERVING THIS LAND IN ITS ENTIRETY FOR EXISTING AND FUTURE PUBLIC UTILITY EASEMENTS ON AND ACROSS SAID PROPERTY; PROVIDING FOR FILING OF SAME WITH THE REGISTER OF DEEDS; REPEALING INCONSISTENT PROVISIONS; AND ESTBLISHING AN EFFECTIVE DATE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

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

SECTION 1. That the legally described property:

East “C” Street, seventy feet (70’) in width, between South Pine Avenue and east of the old Union Pacific right-of-way line, and between Block 6 and Block 9, all in M.J. Smiths Addition, City of Hastings, Adams County, Nebraska.

SECTION 2. Be and the same is hereby vacated, but reserved in its entirety for future public utility easements.

SECTION 3. The City Clerk is hereby directed to certify this ordinance to the Register of Deeds of Adams County, Nebraska to be recorded, all as provided by law.

SECTION 4. That any ordinance passed and approved prior to the passage, approval and publication or posting of this ordinance, and in conflict with its provisions, is hereby repealed.

SECTION 5. The provisions of this ordinance are separable, and in the invalidity of any phrase, clause, or part of this ordinance shall not affect the validity or effectiveness of the remainder of this ordinance.

SECTION 6. This ordinance shall take effect and be in full force from and after its passage, approval and publication or posting as required by law, in its entirety, or in pamphlet form, as the case may be, said effective date being fifteen (15) days from and after the date of this ordinance is passed, approved, said effective date being the ____ day of _____, 2016,

and this ordinance shall not be included in the Hastings City Code Book.

PASSED AND APPROVED by the Mayor and City Council of the City of Hastings,
Nebraska, this ____ day of _____, 2016.

ATTEST:

Mayor

City Clerk

(S E A L)

APPROVED TO FORM:

City Attorney

Date

City Surveyor

Date