

**HASTINGS CITY COUNCIL
WORKSESSION AGENDA**

**Council Chambers – City Hall
220 North Hastings Avenue
September 19, 2022
5:30 PM**

ROLL CALL:

PLEDGE OF ALLEGIANCE:

MOTION TO ADOPT CURRENT AGENDA for September 19, 2022 Worksession.

PUBLIC NOTICE - Official Notice of the Worksession was published in the Hastings Tribune on Friday, September 16, 2022. Pursuant to Nebraska Revised Statute Section 84-1412, the public is advised that a copy of today's agenda and all reproducible written material which will be discussed at today's meeting is available. Also, a current copy of the Nebraska Open Meetings Act is posted and accessible to members of the public.

DISCUSSION ITEMS

1. Discussion on the Fiscal Year 2022-23 proposed budget, including a report on the city's participation in the county-wide budget hearing and discussion of proposed tax request increase.
2. Review of City Mission Statement and Goals.
3. Discussion on Lake Hastings Watershed Management and Roadmap to Restoration Grant Funding.
4. Discussion of the use of electric vehicles on city sidewalks and streets.

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.

Worksession meetings are intended to allow for communication and discussion amongst the elected officials. At the prerogative of the presiding officer of the worksession, city staff, consultants or citizens may be requested or allowed to address specific items on the worksession agenda.

City of Hastings, Nebraska

Mission Statement

To work together cooperatively and efficiently for and with all citizens to provide a safe, clean, and attractive community that includes full and open access to basic services, educational programs, and cultural and recreational facilities that enhance the excellent quality of life for residents, potential residents, and visitors.

Goals

Through efficiencies and by careful prioritization of projects, programs, and activities, to operate City government at a reasonable property tax level.

To provide a pro-business, pro-growth, pro-development environment to assist in attracting new residents, visitors, and businesses to Hastings.

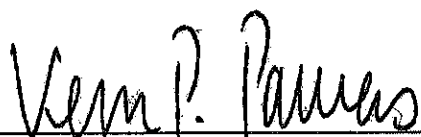
To provide a City government that is open to new ideas, honest in its dealings with all persons, and sincere in its willingness to listen to comments, suggestions, and constructive criticism from community members.

To recognize and embrace cultural diversity in our community, and provide opportunities for all people to fully participate in and contribute to the civic and social life of our community.

To provide opportunities for, and instill a sense of community ownership and pride.

To project a positive, progressive, forward-thinking image.

Adopted by Hastings City Council April 1, 2012


Vern P. Powers, Mayor

City of Hastings, Nebraska

Mission Statement

To work together for a safe, clean and thriving community for all residents and visitors.

Goals:

1. To provide a progressive, forward-thinking City Government.
2. To assure an effective City Government that prioritizes services, projects, programs and activities through responsible fiscal investment.
3. To foster a positive community to attract new residents, visitors and businesses to Hastings.
4. To ensure a City Government that is fair and accessible to all community members.
5. To promote opportunities for all people to engage in community-related activities.
6. To inspire a sense of community pride.



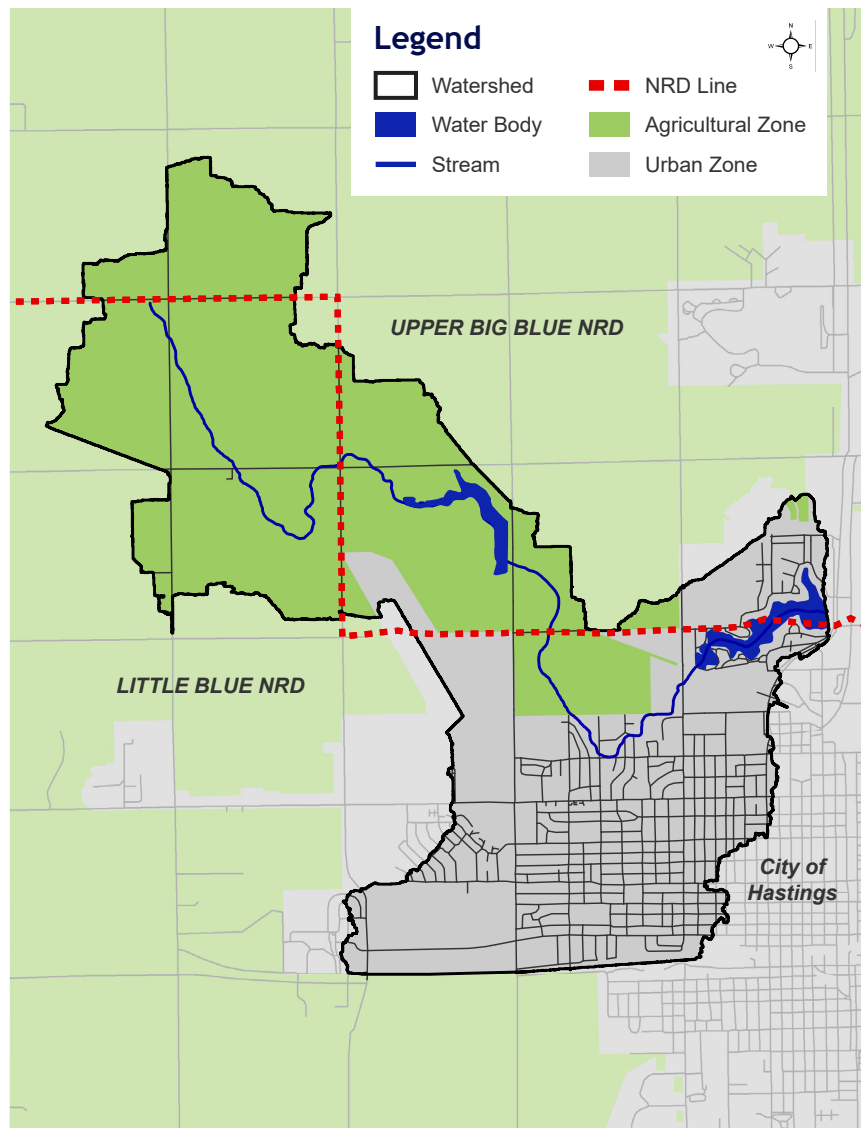
Upper Big Blue NRD Water Quality Management Plan Update

Lake Hastings Watershed Management Plan

The Upper Big Blue Natural Resources District (NRD) is partnering with the City of Hastings and Little Blue NRD to update its 2020 water quality management plan to include a BMP implementation plan for the Lake Hastings watershed.

Lake Hastings has been listed as impaired by Nebraska Department of Environment and Energy (NDEE) due to high levels of chlorophyll a, nutrients, and excess sedimentation. Sources of pollutant loading are believed to be both external (watershed) and internal (in-lake). The goal of the watershed management plan is to further study existing conditions and contributing causes, as well as identify best management practices (BMPs) that would achieve and sustain improved conditions.

It is anticipated the Lake Hastings Watershed Management Plan will be funded through a NDEE's Section 319 grant program, with the local cost share split equally among the three local partners. Once the grant is awarded, the project team will engage Lake Hastings watershed residents, businesses, farmers, landowners, and other stakeholders to develop a community-informed implementation plan.



Learn more about the Upper Big Blue NRD's lake restoration projects and stay up to date about the Lake Hastings Watershed Management Plan at upperbigblue.org/WQMP.



Map Legend

 Watershed

 Two Mile Boundry

 Railroad

 NRD_Line

 Water Body

 Agricultural Zone

 Lake Hastings

 Urban Zone

 NE_Wetlands

 Industrial Zone

 Stream

00.250.50.751

Miles

Lake Hastings Watershed
CITY OF HASTINGS, NE
2/17/2022

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E



HASTINGS
Nebraska
City of Hastings Utilities
Cartographer: Ben Rieckman

The map displays the Lake Hastings Watershed in Hastings, Nebraska, as of February 17, 2022. The watershed boundary is indicated by a purple cross-hatched pattern. The map is divided into several key areas:

- Hastings Wellhead Protection Area:** Two areas are labeled, one in the northwest and one in the northeast, both outlined in purple.
- Upper Big Blue NRD:** Two areas are labeled, one in the west and one in the east, both outlined in red.
- Little Blue NRD:** Two areas are labeled, one in the west and one in the east, both outlined in red.

The map includes a legend with the following categories:

- Watershed:** Purple cross-hatched pattern.
- Two Mile Boundry:** Orange line.
- Railroad:** Black line.
- NRD_Line:** Red line.
- Water Body:** Light blue area.
- Agricultural Zone:** Green area.
- Lake Hastings:** Dark blue area.
- Urban Zone:** Yellow area.
- NE_Wetlands:** Blue area with a wavy pattern.
- Industrial Zone:** Yellow area.
- Stream:** Blue line.

A scale bar at the bottom left indicates distances from 0 to 1 mile. A north arrow is located in the top right corner. The map also shows various streets and landmarks within the watershed.

Resolution of Intent

To Develop a Water Quality Management Plan for Lake Hastings Watershed

WHEREAS, the City of Hastings is the owner of Lake Hastings and the Lake Hastings Dam, and Nebraska Statutes, Title 117, lists city governments as among the entities responsible for the management of a surface water body's assigned beneficial uses; for example, Aquatic Life, Aesthetics, and Primary Contact Recreation); and

WHEREAS, Lake Hastings has been listed as impaired for Aquatic Life due to PCBs detected in fish tissue since 2006, with cancer risk / hazard index compounds (such as Cadmium and DDT) documented since 2010, and has been listed as impaired for Aesthetics due to sediment and nutrients since 2010;

WHEREAS, the City of Hastings initiated a Quality Assurance and Project Plan (QAPP) in coordination with Nebraska Department of Environment and Energy (NDEE) for Lake Hastings that covers a period of in-lake and wet weather water quality sampling and stream gauge monitoring from May 1, 2022 to September 30, 2022 and May 1, 2023 to September 30, 2023; and

WHEREAS, the City of Hastings has conducted water quality sampling, stream gauge monitoring, storm water best management practice (BMP) implementation, and compiled data for the development of a Water Quality Management Plan for Lake Hastings Watershed; and

WHEREAS, Lake Hastings is the receiving water body for 3,765 acres of agricultural land and 1,325 acres of urban development and has reached relatively the same sediment accumulation that it had in 1969 when navigation became impacted and sediment removal operations were initiated; and

WHEREAS, the NDEE administers Clean Water Act (CWA) 319 funding to improve Nebraska's impaired water bodies, in which planning and implementation of upstream agricultural and urban BMPs (such as riparian buffers, no-till, buffer strips, cover crops, wetland restoration, grassed waterways, swales, detention cells, and raingardens) are required prior to 319 funding for in-lake renovations (such as sediment removal, shoreline stabilization, and selective deepening for improved fish habitat); and

WHEREAS, in terms of agricultural and urban BMPs a critical area has been identified in the 2,670 acre sub-watershed between Hastings NW Dam and Hastings Dam as potentially having the most impact on Lake Hastings water quality; and

NOW, THEREFORE, BE IT RESOLVED, the City of Hastings authorizes the Upper Big Blue Natural Resources District (UBBNRD) to facilitate the development and implementation of a Water Quality Management Plan (WQMP) for Lake Hastings Watershed, inclusive of stakeholder engagement, for an anticipated total cost not to exceed \$67,000; of which NDEE shall pay \$40,000, and UBBNRD, LBNRD, and City shall pay equally the remaining portion of \$27,000 according to the Interlocal Agreement for the WQMP; and

BE IT FURTHER RESOLVED, urban BMPs are required under Ordinance No. 4531 to meet the water quality event of .72" for new development and .53" for redevelopment, and where cooperation and collaboration is required between the City and developers in order to meet both minimum control measures and any quantity control measure prescribed in the WQMP to treat, store, and mitigate harmful increases in quantities of runoff that have the potential to cause erosion and sedimentation into the Lake, and to treat, store, and mitigate increases in quantities of runoff that have the potential to exacerbate downstream flooding during large storm events; and

BE IT FURTHER RESOLVED, that the City of Hastings supports an Interlocal Agreement between the City, Upper Big Blue Natural Resources District (UBBNRD), and the Lower Blue Natural Resources District (LBNRD) to distribute costs, resources, and responsibilities during the planning and implementation stages of the WQMP; and

BE IT FURTHER RESOLVED, that the City of Hastings supports an application to the NDEE for 319 Grant funding for the planning and implementation phases of the WQMP in which upstream BMPs would be implemented and monitored first, followed by the implementation and monitoring of in-lake BMPs in order to restore Lake Hastings' beneficial uses of Aquatic Life and Aesthetics in conjunction with improving public safety in terms of earthen dam management and downstream properties.

INTERLOCAL AGREEMENT

Lake Hastings – Priority Area Upper Big Blue NRD Water Quality Management Plan Update

THIS INTERLOCAL AGREEMENT, hereafter referred to as the AGREEMENT, is made and entered into by and between the Upper Big Blue Natural Resources District and the Little Blue Natural Resources District, both Political Subdivisions of the State of Nebraska, organized and existing by virtue of Neb. Rev. Stat. 2-3201, et. Seq., hereinafter referred to as the UBBNRD and the LBNRD, and the City of Hastings, Nebraska, a city located within the boundaries of both the UBBNRD and the LBNRD, hereafter referred to as the CITY, these parties hereafter referred to collectively as PARTICIPANTS.

A. WHEREAS, Art. XV, § 8, Neb. Const. and Neb. Rev. Stat. §§ 13-801 to 13-827 authorizes any two or more public agencies, which include natural resources districts and municipalities, to enter into agreements with one another for joint or cooperative action that may require the exercise of powers, privileges, or authorities that have been granted to such public agencies to conduct such joint or cooperative actions as may be specified or required by agreement, and

B. WHEREAS, The PARTICIPANTS desires to develop a special priority area plan to address surface water impairments in the Lake Hastings watershed. This plan would be included as an Appendix in the UBBNRD's Water Quality Management Plan. The plan will identify the level of incentives (technical and funding assistance) needed in order for landowners and operators to implement best management practices (BMPs).

C. WHEREAS, The UBBNRD and the LBNRD are multipurpose, local-units of Nebraska government with responsibility for the management, development and protection of the soil and water resources of the Districts, including soil conservation, erosion prevention and control, flood prevention and control, pollution control, development and management of recreational and park facilities, and development and management of fish and wildlife habitat, and

D. WHEREAS, the PARTICIPANTS desire to cooperate for the purpose of amending the Upper Big Blue Natural Resources District' Water Quality Management Plan in order to add the Lake

Hastings watershed as a priority area in an effort to improve water quality in Lake Hastings, hereafter referred to as the PLAN, and

E. WHEREAS, the UBBNRD desires to act as the LEAD AGENCY and PROJECT SPONSOR for the PLAN, and

F. WHEREAS, the UBBNRD intends to apply for a Section 319 grant Nonpoint Source Water Quality Grant under Section 319 of the Federal Clean Water Act through the U.S. Environmental Protection Agency (EPA) and in partnership with the Nebraska Department of Environment and Energy (NDEE), and

G. WHEREAS, the CITY and the LBNRD desire to assist in preparing the grant application and provide cost-share assistance to the UBBNRD for the PLAN, and

H. WHEREAS, the PARTICIPANTS, pursuant to provisions of the NEBRASKA Interlocal Cooperation Act (13-804), desire to enter into this AGREEMENT for joint or cooperative action for the purpose of implementing the PLAN.

NOW, THEREFORE, in consideration of the above recitals and premises, the PARTICIPANTS agree as follows:

ARTICLE I

OBJECTIVES AND PURPOSES

Section 1.01 The objectives and purposes of this AGREEMENT are to exercise the powers, duties, and obligations of the PARTICIPANTS for the purpose of implementing the PLAN.

ARTICLE II

TERM OF AGREEMENT

Section 2.01 This AGREEMENT will continue through the completion of the PLAN, but not beyond **June 30, 2024.**

Section 2.02 This AGREEMENT cannot be extended or terminated without the consent of the governing bodies of the PARTICIPANTS.

ARTICLE III
RESPONSIBILITIES OF THE UPPER BIG BLUE NRD

Section 3.01 The UBBNRD agrees to act as PLAN SPONSOR and the LEAD AGENCY by entering into and administering all contracts for the development of the PLAN.

Section 3.02 The UBBNRD (with assistance from the CITY and the LBNRD) agrees to prepare a Section 319 grant application from the EPA and in partnership with the NDEE for development of the PLAN.

Section 3.03 The UBBNRD agrees to pay one third of the local cost share requirement for the PLAN development cost not to exceed \$9,000.00 (1/3 of \$67,500.00).

Section 3.04 The UBBNRD agrees to submit to the LBNRD and the CITY itemized invoices of PLAN development costs incurred by the UBBNRD by the tenth of each month in which cost-share payment is to be made.

Section 3.05 The UBBNRD agrees to hold the LBNRD and the CITY harmless from any damage, liability, claim or cost arising out of, or resulting from activities related to PLAN development.

ARTICLE IV
RESPONSIBILITIES OF THE LITTLE BLUE NRD

Section 4.01 The LBNRD agrees to advise and assist the UBBNRD and the CITY in preparation of the Lake Hastings Watershed Water Quality Management Plan grant application.

Section 4.02 The LBBNRD agrees to participate in the development of the PLAN.

Section 4.03 The LBNRD agrees to pay one third of the local cost share requirement for the PLAN development cost not to exceed \$9,000.00 (1/3 of \$67,500.00).

Section 4.04 The LBNRD agrees to submit to the UBBNRD, by the tenth of each month in which cost-share payment is to be made by the UBBNRD, itemized invoices of PLAN development costs incurred by the LBNRD.

Section 4.05 The LBNRD agrees to hold the UBBNRD and the CITY harmless from any damage, liability, claim or cost arising out of, or resulting from activities related to PLAN development.

ARTICLE V

RESPONSIBILITIES OF THE CITY

Section 5.01 The CITY agrees to advise and assist the UBBNRD in preparation of the Lake Hastings Watershed Water Quality Management Plan grant application.

Section 5.02 The CITY agrees to participate in the development of the PLAN.

Section 5.03 The CITY agrees pay one third of the local cost share requirement for the PLAN development cost not to exceed \$9,000.00 (1/3 of \$67,500.00).

Section 5.04 The CITY agrees to submit to the UBBNRD, by the tenth of each month in which cost-share payment is to be made by the UBBNRD, itemized invoices of PLAN development costs incurred by the CITY.

Section 5.05 The CITY agrees to hold the DISTRICTS harmless from any damage, liability, claim or cost arising out of, or resulting from activities related to PLAN development.

ARTICLE VI

SPECIAL FUNDING CONSIDERATIONS

Section 6.01 The PARTICIPANTS agree that if it becomes necessary for any PARTICIPANT to borrow money or draw cash warrants to pay for their respective share of PLAN costs, the interest paid on such warrants shall not be considered as an eligible cost and shall be the responsibility of the PARTICIPANT that borrowed the funds.

Section 6.02 If the PLAN development is terminated, for any reason, prior to completion, the CITY agrees to reimburse the DISTRICTS for cost-share payments made by the DISTRICTS prior to the date of termination.

ARTICLE VII

POWERS

Section 7.01 The PARTICIPANTS understand and agree that this AGREEMENT is not intended to, nor does it, create a partnership, joint venture or any other type of similar relationship which may give rise to joint and several liabilities.

Section 7.02 The UBBNRD shall have all the powers, including the power to make and execute contracts and other instruments necessary or convenient to the exercise of its powers, for the purpose of performing the UBBNRD's responsibilities consistent with the stated objectives and purposes of the PLAN.

ARTICLE VIII AMENDMENTS

Section 8.01 This AGREEMENT can be amended by any PARTICIPANT if such amendment is adopted by the governing bodies of all PARTICIPANTS.

Section 8.02 If, through no fault of the UBBND, the PLAN completion is delayed (for weather, un-anticipated conditions, or delays in obtaining outside grant funding), this AGREEMENT may be extended by an amendment as outlined in Section 7.01 above.

Section 8.03 Any PARTICIPANT may propose an amendment to this AGREEMENT by filing such proposed amendment with the other PARTICIPANTS. No amendment shall, directly or indirectly, affect or impair any contracts or agreements agreed upon in writing prior to the effective date of such amendment. Any amendment to this AGREEMENT will become effective as and when each amendment is executed by all PARTICIPANTS.

ARTICLE IX
EXECUTION

This AGREEMENT is hereby executed by the PARTICIPANTS, in triplicate, each to be considered an original, with the understanding that the AGREEMENT becomes effective when each AGREEMENT is executed by all PARTICIPANTS. The PARTICIPANTS shall be bound to the same extent and purpose as if all PARTICIPANTS had simultaneously joined in the execution of a single master copy.

IN WITNESS WHEREOF, each of the PARTICIPANTS has caused this AGREEMENT to be executed by its duly authorized officer as of the date shown below

UPPER BIG BLUE NATURAL RESOURCES DISTRICT

By: _____
Board Chairperson Date

LITTLE BLUE NATURAL RESOURCES DISTRICT

By: _____
Board Chairperson Date

CITY OF HASTINGS, NEBRASKA

By: _____
Mayor Date