

**HASTINGS CITY COUNCIL
AGENDA**

**Council Chambers – City Hall
220 North Hastings Avenue
July 24, 2017
5:30 PM**

ROLL CALL:

PLEDGE OF ALLEGIANCE:

MOTION TO ADOPT CURRENT AGENDA for July 24, 2017 Regular Meeting.

PUBLIC NOTICE - Official Notice of the Regular Meeting was published in the Hastings Tribune on Friday, July 21, 2017. Pursuant to Nebraska Revised Statute Section 84-1412, the public is advised that a copy of today's agenda and all reproducible written material which will be discussed at today's meeting is located at the back of the Council Chambers. Also, a current copy of the Nebraska Open Meetings Act is posted on the south wall of the Council Chambers which is accessible to members of the public.

COUNCIL COMMUNICATION:

Reports of Liaisons.

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

MAYOR'S COMMUNICATIONS:

CONSENT AGENDA:

1. All Consent Items.
 - (a) Approval of the minutes of the Council Meeting of July 10, 2017.
 - (b) Approval of payment of claims for the period of July 11, 2017 through July 24, 2017
 - (c) Approve receiving and placing on file department monthly reports
 - (d) Approval of the request of SASA Crisis Center, Inc. to utilize city streets for SASA Sticks and Stones Walk/Run on August 19, 2017
 - (e) Approval of the Manager Application of Robert G. Steider in connection with the Class "C" Liquor License of B & R Stores, Inc. dba "Russ's Market 7" located at 611 North Burlington Avenue

- (f) Approval of the request of Hastings College to utilize Parkview Cemetery for Monster Bash 5K Cemetery Run on October 27, 2017

REGULAR AGENDA:

2. Unfinished Business of Preceding Meeting.

- (a) Bring from the table "Public hearing on the application of Ninja Steak Sushi House II, Inc. dba "Ninja Steak Sushi House II" for a Class "I" Liquor License at 235 South Burlington Avenue and Resolution No. 2017-20. . . Approving/denying the application of Ninja Steak Sushi House II, Inc. dba "Ninja Steak Sushi House II" for a Class "I" Liquor License at 235 South Burlington Avenue"
- (b) Public hearing on the application of Ninja Steak Sushi House II, Inc. dba "Ninja Steak Sushi House II" for a Class "I" Liquor License at 235 South Burlington Avenue

Resolution No. 2017-20. . . Approving/denying the application of Ninja Steak Sushi House II, Inc. dba "Ninja Steak Sushi House II" for a Class "I" Liquor License at 235 South Burlington Avenue
- (c) Bring from the table "Approval of the manager application of Ru Hai Ma in connection with the Class "I" Liquor License of Ninja Steak Sushi House II, Inc. dba "Ninja Steak Sushi House II" located at 235 South Burlington Avenue"
- (d) Approval of the manager application of Ru Hai Ma in connection with the Class "I" Liquor License of Ninja Steak Sushi House II, Inc. dba "Ninja Steak Sushi House II" located at 235 South Burlington Avenue

3. Public Hearings.

- (a) Public hearing on the request of Alan Anderson to bring proposed Lots 1-13, Westbrook Village 16th Addition, into the corporate limits of the City of Hastings

Approval of bringing proposed Lots 1-13, Westbrook Village 16th Addition, into the corporate limits of the City of Hastings
- (b) Approval of the final plat for Westbrook Village 16th Addition

4. General Business.

- (a) Approval of the preliminary/final plat for Quinn Subdivision Number 4
- (b) Approval of the request of 201 N. Lincoln Enterprises, LLC dba "Paul's Cigar Bar" to utilize city streets for the Big Smoke 2017 event on August 19, 2017
- (c) Approval of the application of 201 N. Lincoln Enterprises, LLL dba "Paul's Cigar Bar" for a Special Designated License on the city street adjacent to 201 N. Lincoln Avenue on August 19, 2017

- (d) Approval of the Loan Agreement between the Nebraska Department of Environmental Quality and the City of Hastings regarding the State Revolving Fund Program

5. Ordinances and Resolutions.

- (a) Resolution No. 2017-19 to adopt and approve the execution of an agreement with the Department of Roads of the State of Nebraska for Project No. NH-34-4 (130)
- (b) Ordinance No. 4514 authorizing the issuance of a Combined Utilities Revenue Bond

6. Final Passage of Ordinances.

7. Appointments.

8. Miscellaneous and Other Business.

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

ADJOURN:

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

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

CITY OF HASTINGS, NEBRASKA
MINUTES OF CITY COUNCIL REGULAR MEETING
Monday, July 10, 2017

Pursuant to due call and notice thereof, a Regular Meeting of the City Council of the City of Hastings, Nebraska was conducted in the Council Chambers of City Hall, 220 N. Hastings Avenue, on July 10, 2017.

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

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

Moved by Ginny Skutnik seconded by Scott Snell to adopt current agenda for July 10, 2017 Regular Meeting. Roll Call: Ayes: John Harrington, Phil Odom, Scott Snell, Butch Eley, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: Paul Hamelink, Sarah Hoops. The motion carried.

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

CITIZEN COMMUNICATIONS:

Marc Hultine, 3725 W. Pairie Lake Road, stood to speak in support of allowing catering/consumption of alcohol at the Hastings Municipal Airport. (Ordinance 4511)

MAYOR'S COMMUNICATIONS:

Mayor Stutte gave an update on the city's coyote problem.

Mayor Stutte recognized employees for their service anniversaries: DJ Dramse, 10 years; Tyler Waite, 25 years; Tom Valentine, 25 years; Eric Kelly, 5 years; Dan Sidlo, 35 years; Steve Heeren, 25 years.

CONSENT AGENDA:

1. All Consent Items.

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

- (a) Approval of the minutes of the Council Meeting of June 26, 2017
- (b) Approval of the minutes of the Worksession of June 19, 2017
- (c) Approval of payment of claims for the period of June 27, 2017 through July 10, 2017
- (d) Approve receiving and placing on file department monthly reports.

REGULAR AGENDA:

3. Public Hearings.

(a) Moved by Ginny Skutnik seconded by Butch Eley to table Regular Agenda Item 3(a) Public hearing on the application of Ninja Steak Sushi House II, Inc. dba "Ninja Steak Sushi House II" for a Class "I" Liquor License at 235 South Burlington Avenue and Resolution No. 2017-20. . . Approving/denying the application of Ninja Steak Sushi House II, Inc. dba "Ninja Steak Sushi House II" for a Class "I" Liquor License at 235 South Burlington Avenue

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

(b) Moved by Ginny Skutnik seconded by John Harrington to table approval of the manager application of Ru Hai Ma in connection with the Class "I" Liquor License of Ninja Steak Sushi House II, Inc. dba "Ninja Steak Sushi House II" located at 235 South Burlington Avenue.

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

(c) Public hearing on the request of the City of Hastings Development Services Department to rezone properties commonly referred to as the 2nd Street West sector from I-1 Light Industrial and R-3 Multiple Family Residential to C-3 Commercial Business. No public comment was given.

Don Threewitt, Development Services Director, gave a staff report. City initiated rezone of the district and found what worked best for all property owners. A thirty day public comment period was provided.

ORDINANCE NO. 4512 TO AMEND THE ZONING DISTRICT MAP OF THE CITY OF HASTINGS

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

Don Threewitt stated he will be working next on a collection of properties south of the railroad tracks and east of Burlington Avenue to be rezoned. The properties in that area are multiple zoned districts and will be a longer process.

The Mayor then stated the question "Shall Ordinance No. 4512 be passed and adopted?" Upon roll call vote the following Councilmembers voted Ayes: John Harrington, Phil Odom, Scott Snell, Butch Eley, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: Paul Hamelink, Sarah Hoops. The motion carried.

Councilmember Ginny Skutnik moved that the statutory rule requiring reading on three different days be suspended; Councilmember Butch Eley seconded the motion to suspend the rules and upon roll call vote the following Councilmembers voted Ayes: John Harrington, Phil Odom, Scott Snell, Butch Eley, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: Paul Hamelink, Sarah Hoops. 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 14, 2017. Effective date of the ordinance is July 26, 2017.

(d) Public hearing on the request of Alan M. Anderson for a Comprehensive Plan Amendment to change the designation from Agricultural to Suburban Residential at Westbrook Village 16th Addition. Don Threewitt gave a staff report. No public testimony was heard.

ORDINANCE NO. 4513 TO AMEND THE COMPREHENSIVE LAND USE PLAN

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

The Mayor then stated the question "Shall Ordinance No. 4513 be passed and adopted?" Upon roll call vote the following Councilmembers voted Ayes: John Harrington, Phil Odom, Scott Snell, Butch Eley, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: Paul Hamelink, Sarah Hoops. The motion carried.

Councilmember Butch Eley moved that the statutory rule requiring reading on three different days be suspended; Councilmember Ginny Skutnik seconded the motion to suspend the rules and upon roll call vote the following Councilmembers voted Ayes: John Harrington, Phil Odom, Scott Snell, Butch Eley, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: Paul Hamelink, Sarah Hoops. 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 14, 2017. Effective date of the ordinance is July 26, 2017.

4. General Business.

(a) Moved by John Harrington seconded by Jeniffer Beahm to approve Lease Agreement with the Expedition League, Inc.

Jeff Hassenstab, Parks & Recreation Director, gave a staff report. Council has already approved a Memo of Understanding (MOU) with the Expedition League for a collegiate baseball league to play at Duncan Field. The next step is the lease agreement for a thirty-two game home season working around legion baseball. The inaugural year starts June 1, 2018.

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

5. Ordinances and Resolutions.

(a) ORDINANCE NO. 4511 TO AMEND SECTION 8-107 DEALING WITH THE CONSUMPTION OF ALCOHOL ON PROPERTY OWNED BY THE STATE OR CERTAIN GOVERNMENTAL SUBDIVISIONS THEREOF

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

Joe Patterson, City Administrator, stated the airport terminal building is rarely used and this would open the property for multi-use.

The Mayor then stated the question "Shall Ordinance No. 4511 be passed and adopted?" Upon roll call vote the following Councilmembers voted Ayes: John Harrington, Phil Odom, Scott Snell, Butch Eley, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: Paul Hamelink, Sarah Hoops. The motion carried.

Councilmember Ginny Skutnik moved that the statutory rule requiring reading on three different days be suspended; Councilmember John Harrington seconded the motion to suspend the rules

and upon roll call vote the following Councilmembers voted Ayes: John Harrington, Phil Odom, Scott Snell, Butch Eley, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: Paul Hamelink, Sarah Hoops. 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 14, 2017. Effective date of the ordinance is July 26, 2017.

(b) Moved by Scott Snell seconded by Butch Eley to approve Resolution No. 2017-21 to amend 2016-17 Annual Fee Resolution

Joe Patterson stated the fee is based on square footage of other city facilities.

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

7. Appointments.

(a) Mayor Stutte recommended Sheana Smith as an appointment to the Museum Board. Moved by Phil Odom seconded by Ginny Skutnik to approve Mayor Stutte's recommended appointment to the Museum Board. Roll Call: Ayes: John Harrington, Phil Odom, Scott Snell, Butch Eley, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: Paul Hamelink, Sarah Hoops. The motion carried.

Moved by Butch Eley seconded by Scott Snell there being no further business to adjourn at 5:58p.m. Roll Call: Ayes: John Harrington, Phil Odom, Scott Snell, Butch Eley, Ginny Skutnik, Jeniffer Beahm. Nays: None. Absent: Paul Hamelink, Sarah Hoops. The motion carried.

APPROVED:

Corey Stutte, Mayor

ATTEST:

Kimberly S. Jacobitz, City Clerk

(S E A L)

INVOICE APPROVAL LIST BY FUND REPORT

VOUCHERS TO BE PAID 7-24-17

Date: 07/11/2017

Time: 3:28 pm

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City of Hastings

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 001 GENERAL FUND							
Dept: 000.000							
001-000.000-463.325	Swim lesson:						
	CRISMAN/AMY//	35391	REFUND - SWIM LESSONS	0	04/28/2017	07/24/2017	35.00
	GILBERT/DAWN//	35011	REFUND - JR LIFEGUARD LES	0	04/21/2017	07/24/2017	35.00
	MENKE/JUSTIN//	35153	REFUND / JR LIFEGUARD LES	0	05/03/2017	07/24/2017	35.00
	WINFIELD/HARRISON//	35431	REFUND / JR LIFEGUARD LES	0	06/01/2017	07/24/2017	35.00
							140.00
001-000.000-463.375	Program Fee						
	MENKE/JEAN//	35597	REFUND / ADULT GOLF LESSC	0	06/22/2017	07/24/2017	45.00
	MENKE/JUDITH//	34393	REFUND / ADULT GOLF LESSC	0	02/28/2017	07/24/2017	45.00
	SCHUTTE/MARY//	34389	REFUND / ADULT GOLF LESSC	0	02/24/2017	07/24/2017	45.00
	SHUEEY/CATHY//	REFUND	REFUND / ADULT GOLF LESSC	0	06/13/2017	07/24/2017	135.00
							270.00
Total Dept. 000000:							410.00
Dept: 010.000 City administrator's							
001-010.000-727.200	R & M Buildir						
	ELETECH INC	61807	SERV AGREEMENT - 3RD QTR	0	07/01/2017	07/24/2017	130.63
	PRESTO-X	14703219	JUNE PEST CONTROL	0	06/27/2017	07/24/2017	53.00
							183.63
001-010.000-730.050	Office Suppli						
	VAUGHAN'S PRINTERS, INC.	107189	OFFICE SUPPLIES	0	05/15/2017	07/24/2017	163.59
	VAUGHAN'S PRINTERS, INC.	107189	OFFICE SUPPLIES	0	05/15/2017	07/24/2017	249.23
							412.82
001-010.000-737.215	Computer Sc						
	C D W GOVERNMENT, INC.	JHV8108	ADOBE ACROBAT PRO	0	06/27/2017	07/24/2017	326.95
							326.95
Total Dept. City administrator's office:							923.40
Dept: 030.000 City attorney							
001-030.000-729.050	Dues & Subs						
	THOMSON REUTERS - WES	836385290	WEST INFO CHARGES	0	07/01/2017	07/24/2017	132.00
	THOMSON REUTERS - WES	836385290	WEST INFO CHARGES	0	07/01/2017	07/24/2017	235.25
	THOMSON REUTERS - WES	836385290	WEST INFO CHARGES	0	07/01/2017	07/24/2017	125.93
							493.18
Total Dept. City attorney:							493.18
Dept: 070.000 Other governments							
001-070.000-720.150	Contingency						
	NE COMMUNITY ENERGY AL	2017-11	NCEA GRANT WRITING FEE	0	06/29/2017	07/24/2017	500.00
							500.00
001-070.000-720.215	Lobbyist Acti						
	O'HARA LINDSAY & ASSOCI	HAS0717	MONTHLY CONTRACT	0	07/01/2017	07/24/2017	2,000.00
							2,000.00
001-070.000-720.307	ELSA Transl						
	REAL TIME TRANSLATION, IT	110984	30 MINS / JUNE 16 - 30	0	07/03/2017	07/24/2017	45.00
							45.00
001-070.000-720.456	Employee Dr						
	PHYSICAL THERAPY & SPOF		DRUG TESTING	0	06/30/2017	07/24/2017	630.00
							630.00
001-070.000-725.060	Unemploye						
	NE UNEMPLOYMENT COMPI	0160246006	2ND QTR 2017	0	06/30/2017	07/24/2017	186.00

VOUCHERS TO BE PAID 7-24-17

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City of Hastings

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
							186.00
001-070.000-726.300	Waste Dispo: WOODWARD'S DISPOSAL ST	8743-1500	TRASH SERVICE	0	06/27/2017	07/24/2017	2,090.00
							2,090.00
001-070.000-729.211	Adams Co. E ADAMS COUNTY CLERK	APR - JUNE 2017	EMERGENCY MGMT 4/17 - 6/17	0	06/28/2017	07/24/2017	7,511.54
							7,511.54
001-070.000-741.200	Building Impr ADAMS COUNTY REGISTER KIRKHAM, MICHAEL & ASSO VRL CONST DBA RATHMAN	HL-10 6 PLACE HANGER 87038 HL-10 6 PLACE HANGER	PROJ NO: HL-10 6-PLACE T HA PROJ NO: 3-31-0040-14 (G04) PROJ NO: HL-10 6 PLACE T HA	0 0 0	06/14/2017 07/10/2017 07/06/2017	07/24/2017 07/24/2017 07/24/2017	10.50 3,012.55 76,557.22
							79,580.27
							Dept. Other governmental accounts:
							92,542.81
Dept: 080.000 Development Services							
001-080.000-720.350	Training & Co US BANK CORPORATE PAYM	BILL M	ELECTRICAL INSPECT CERT E	0	06/02/2017	07/24/2017	550.00
							550.00
001-080.000-730.050	Office Suppli BUSINESS WORLD PRODUC BUSINESS WORLD PRODUC BUSINESS WORLD PRODUC	634027 634209 634027CR	OFFICE SUPPLIES OFFICE SUPPLIES RETURN PENS - CREDIT	0 0 0	06/26/2017 07/07/2017 06/26/2017	07/24/2017 07/24/2017 07/24/2017	53.46 35.47 -14.49
							74.44
							Total Dept. Development Services:
							624.44
Dept: 110.000 Auditorium							
001-110.000-727.200	R & M Buildir WILLIAMS EXTERMINATING,	45737	JULY EXTERMINATING	0	07/06/2017	07/24/2017	46.00
							46.00
							Total Dept. Auditorium:
							46.00
Dept: 120.000 Cemetery							
001-120.000-721.050	Postage US BANK CORPORATE PAYM	USPS	STAMPS	0	06/30/2017	07/24/2017	98.00
							98.00
001-120.000-727.500	R & M Heavy BIG G COMMERCIAL ACCOU BIG G COMMERCIAL ACCOU BIG G COMMERCIAL ACCOU HASTINGS OUTDOOR POWE	574550/1 574766/1 574871/1 11859	EDGER BLADE EDGER BLADE LINKS EDGER BLADE	0 0 0 0	06/23/2017 06/26/2017 06/27/2017 06/26/2017	07/24/2017 07/24/2017 07/24/2017 07/24/2017	18.69 4.67 2.57 29.95
							55.88
001-120.000-727.800	R & M Vehicl CHRIS'S CAR WASH	32	CAR WASH	0	05/31/2017	07/24/2017	9.35
							9.35
001-120.000-729.150	Other Operat BIG G COMMERCIAL ACCOU	575281/1	FASTENERS, RAKE, MARK FLA	0	06/30/2017	07/24/2017	96.07
							96.07
001-120.000-731.250	Fuel & Oil COOPERATIVE PRODUCERS COOPERATIVE PRODUCERS	78592 CREDIT	FUEL FUEL - CREDIT	0 0	06/27/2017 03/01/2017	07/24/2017 07/24/2017	519.14 -452.52
							66.62
							Total Dept. Cemetery:
							325.92

INVOICE APPROVAL LIST BY FUND REPORT

VOUCHERS TO BE PAID 7-24-17

Date: 07/11/2017

Time: 3:28 pm

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City of Hastings

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Dept: 130.000 Parks							
001-130.000-727.200	R & M Buildir						
	BIG G COMMERCIAL ACCOU	575196/1	MAILBOX TIELITES	0	06/29/2017	07/24/2017	16.59
	BIG G COMMERCIAL ACCOU	575309/1	PREWOUND SPOOL	0	06/30/2017	07/24/2017	9.99
	BIG G COMMERCIAL ACCOU	575449/1	PREWOUND SPOOL	0	07/03/2017	07/24/2017	29.97
	BIG G COMMERCIAL ACCOU	575686/1	BACKPACK BLOWER	0	07/06/2017	07/24/2017	494.00
	DUTTON-LAINSON CO.	762359-1	URINAL SET	0	06/22/2017	07/24/2017	32.29
	ECHO SYSTEMS	S7183257.001	ELECTRICAL PART	0	05/03/2017	07/24/2017	14.74
	HASTINGS OUTDOOR POWE	11949	MISC REPAIR SUPPLIES	0	07/01/2017	07/24/2017	1,037.76
	KELLY SUPPLY COMPANY	15090765-0	FREE ALL	0	06/28/2017	07/24/2017	57.00
	KULLY PIPE & STEEL SUPPL	672832	DRINKING FOUNTAIN REPAIRS	0	06/20/2017	07/24/2017	6.80
	KULLY PIPE & STEEL SUPPL	672873	PANELS AND BRACKETS	0	06/21/2017	07/24/2017	2,956.06
	KULLY PIPE & STEEL SUPPL	673072	PARTS	0	06/23/2017	07/24/2017	24.69
	MENARDS - HASTINGS	37880	MISC SUPPLIES	0	07/03/2017	07/24/2017	241.66
	MENARDS - HASTINGS	37856	BRICKYARD ELEC REPAIRS	0	07/03/2017	07/24/2017	83.28
	N A P A AUTO PARTS	721671	ELEC TAPE	0	06/27/2017	07/24/2017	10.39
	PRESTO-X	14705214	PEST CONTROL SERVICE	0	06/27/2017	07/24/2017	37.13
	PRESTO-X	14705214	PEST CONTROL SERVICE	0	06/27/2017	07/24/2017	37.13
	PRESTO-X	14705214	PEST CONTROL SERVICE	0	06/27/2017	07/24/2017	42.44
	REAMS SPRINKLER SUPPLY	S1361595.001	SPRINKLER REPAIRS	0	06/28/2017	07/24/2017	748.86
							5,880.78
001-130.000-727.500	R & M Heavy						
	AUTO VALUE-HASTINGS	70-476864	BATTERIES	0	06/26/2017	07/24/2017	7.49
	DXP ENTERPRISES, INC.	48684831	BEARINGS	0	03/29/2017	07/24/2017	303.01
	GARRETT TIRES AND TREAT	114864	FORM FILL TIRES	0	07/05/2017	07/24/2017	10.80
	GREAT NORTHERN EQUIPM	SI.195157	STUMPER PARTS	0	03/09/2017	07/24/2017	248.00
	HASTINGS CANVAS & MFG.C		BELT REPAIR	0	06/29/2017	07/24/2017	7.50
	N A P A AUTO PARTS	720552	BEARING	0	06/22/2017	07/24/2017	22.34
	N A P A AUTO PARTS	720668	BATTERY TERMINAL NUT BOL	0	06/23/2017	07/24/2017	105.03
	N A P A AUTO PARTS	721330	THREAD LOCK	0	06/26/2017	07/24/2017	24.25
	N A P A AUTO PARTS	723500	TRANSMISSION FLUID	0	07/06/2017	07/24/2017	9.57
							737.99
001-130.000-727.800	R & M Vehicl						
	AUTO VALUE-HASTINGS	70-476920	SWITCH	0	06/27/2017	07/24/2017	33.00
	AUTO VALUE-HASTINGS	70-477051	RETURN SWITCH - CREDIT	0	06/28/2017	07/24/2017	-33.00
	AUTO VALUE-HASTINGS	70-476999	BALL BEARING	0	06/28/2017	07/24/2017	19.92
	FLEET PRIDE, INC.	85879631	U-BOLT ASSEMBLY	0	06/28/2017	07/24/2017	36.00
	MC MURRAY MOTORS & SAL		RANGER SEAT BELT	0	06/27/2017	07/24/2017	25.00
	N A P A AUTO PARTS	720789	BATTERY / BUG WASH	0	06/23/2017	07/24/2017	153.20
	N A P A AUTO PARTS	721331	BATTERY CORE DEPOSIT	0	06/26/2017	07/24/2017	45.83
	N A P A AUTO PARTS	721226	TAILLIGHT CIRCUIT BRD, BUL	0	06/26/2017	07/24/2017	32.07
	N A P A AUTO PARTS	722226	GASKET, WINDSH SOLV, OIL FI	0	06/29/2017	07/24/2017	10.90
	N A P A AUTO PARTS	723016	BATTERY	0	07/03/2017	07/24/2017	101.19
							424.11
001-130.000-729.150	Other Operat						
	S.O.S. PORTABLE TOILET IN	37167	PORTABLE TOILETS FOR PARI	0	06/16/2017	07/24/2017	320.00
							320.00
001-130.000-731.250	Fuel & Oil						
	COOPERATIVE PRODUCERS	111780	FUEL	0	06/26/2017	07/24/2017	144.40
							144.40
001-130.000-731.700	Wearing App						
	PROFORMA	OG16012197	WEARING APPAREL / PARKS	0	06/28/2017	07/24/2017	292.90
							292.90
Total Dept. Parks:							7,800.18

Dept: 140.000 Water Park

001-140.000-720.350 Training & Co

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	US BANK CORPORATE PAYM	AMER RED CROSS	AM RED CROSS/ LIFE GUARD (	0	06/27/2017	07/24/2017	-35.00
	US BANK CORPORATE PAYM	AMER RED CROSS	AM RED CROSS/ LIFE GUARD (	0	06/27/2017	07/24/2017	38.00
							3.00
001-140.000-727.200	R & M Buildir						
	DUTTON-LAINSON CO.	762652-1	LAMP	0	06/28/2017	07/24/2017	202.05
	KULLY PIPE & STEEL SUPPL	671444	WAVE POOL ROPE POSTS	0	05/26/2017	07/24/2017	37.31
	PRESTO-X	14723027	PEST CONTROL SERVICE	0	06/26/2017	07/24/2017	61.00
	WITTE SALES & SERVICE/AL	4236	POOL VAC HANDLE	0	07/03/2017	07/24/2017	11.99
							312.35
001-140.000-730.050	Office Suppli						
	DAYMARK SOLUTIONS	102819	USB KIT	0	06/22/2017	07/24/2017	193.00
	EAKES OFFICE SOLUTIONS	7292544-0	CLIP BOARDS	0	07/03/2017	07/24/2017	8.34
							201.34
001-140.000-731.150	Chemicals						
	HAWKINS, INC.	4097266	POOL CHEMICALS	0	06/20/2017	07/24/2017	2,296.88
	HAWKINS, INC.	4101681	POOL CHEMICALS	0	06/27/2017	07/24/2017	2,235.61
	LINCOLN AQUATICS	S1319009	CHEMICALS	0	06/28/2017	07/24/2017	132.97
							4,665.46
001-140.000-731.205	Concessions						
	CASH-WA DISTRIBUTING	11076810	CONCESSIONS / RESALE	0	06/23/2017	07/24/2017	797.38
	MIDWEST MINI MELTS	16830	MINI MELTS	0	06/26/2017	07/24/2017	663.75
	PEPSI-COLA BOTTLING CO.	6179188	CONCESSIONS / RESALE	0	06/26/2017	07/24/2017	391.05
	PEPSI-COLA BOTTLING CO.	6179576	CONCESSIONS / RESALE	0	07/03/2017	07/24/2017	253.99
							2,106.17
001-140.000-737.200	Building Mair						
	BIG G COMMERCIAL ACCOU	574804/1	WATERPARK SUPPLIES	0	06/26/2017	07/24/2017	35.57
	EAKES OFFICE SOLUTIONS	7291800-1	SANI-DISPOSAL UNIT	0	07/03/2017	07/24/2017	57.98
	JACKSON SERVICES INC.	3633834	MOPS/ LINEN BAG RACK	0	07/06/2017	07/24/2017	57.43
	KULLY PIPE & STEEL SUPPL	671312	WATER SLIDE COUPLERS	0	05/24/2017	07/24/2017	8.32
							159.30
						Total Dept. Water Park:	7,447.62
Dept: 145.000	Recreation prograr						
001-145.000-720.331	Adult Act. Co						
	ALEXANDER/RONALD ALAN/	REC17-05	UMPIRE / 6.5 GAMES	0	07/07/2017	07/24/2017	143.00
	CHASE/ANDREW//	REC17-01	UMPIRE - 3 GAMES	0	07/07/2017	07/24/2017	63.00
	ENGBERG/SCOTT//	REC07-20	UMPIRE - 3 GAMES	0	07/07/2017	07/24/2017	69.00
	FABER/TODD//	REC01-15	UMPIRE - 9 GAMES	0	07/07/2017	07/24/2017	207.00
	KNAPPLE/FRED H.//	REC16-09	UMPIRE - 9 GAMES	0	07/07/2017	07/24/2017	207.00
	MASER/ADAM//	REC15-08	UMPIRE - 3 GAMES	0	07/07/2017	07/24/2017	66.00
	MC AMIS/RANDALL W.//	REC01-16	UMPIRE - 3 GAMES	0	07/07/2017	07/24/2017	69.00
	NELSON/BRENT//	REC09-14	UMPIRE - 3 GAMES	0	07/07/2017	07/24/2017	69.00
	PETERSON/ANDREW//	REC13-13	UMPIRE - 3 GAMES	0	07/07/2017	07/24/2017	63.00
	THIELE/STEVEN WILFORD//	REC17-07	UMPIRE - 12 GAMES	0	07/07/2017	07/24/2017	264.00
							1,220.00
001-145.000-720.332	Youth Act. Cc						
	ILLIF/BROCK//	REC17-09	UMPIRE - 6 GAMES	0	07/07/2017	07/24/2017	180.00
	ILLIF/CURTIS//	REC17-11	UMPIRE - 6 GAMES	0	07/07/2017	07/24/2017	180.00
	KRUEGER/DAVID//	REC15-09	UMPIRE - 5 GAMES	0	07/07/2017	07/24/2017	150.00
	REICHERT/THOMAS//	REC12-06	UMPIRE - 2 GAMES	0	07/07/2017	07/24/2017	60.00
							570.00
001-145.000-730.050	Office Suppli		</				

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001-145.000-731.403	Spec. Event : RUSS'S MARKET US BANK CORPORATE PAYM		JULY 4 REFRESHMENTS SUBWAY SUBWAY / JULY 4TH SOCA JBC	0 0	07/04/2017 07/04/2017	07/24/2017 07/24/2017	6.64 36.97
							43.61
001-145.000-731.404	Adult-Fam. R SWANK MOTION PICTURES, WAL-MART COMMUNITY	2359411 02555	LICENSE / THE SECRET LIFE F MOVIE NIGHT / SECRET PET C	0 0	06/30/2017 06/30/2017	07/24/2017 07/24/2017	385.00 12.96
							397.96
001-145.000-737.200	Building Mair BIG G COMMERCIAL ACCOU WAL-MART COMMUNITY	574563/1 ??	FUNNEL / CANOPY CHAIR MAINT SUPPLIES	0 0	06/23/2017 06/16/2017	07/24/2017 07/24/2017	12.46 52.58
							65.04
001-145.000-738.056	Adult Rec Eq BIG G COMMERCIAL ACCOU	574563/1	FUNNEL / CANOPY CHAIR	0	06/23/2017	07/24/2017	48.86
							48.86
001-145.000-738.058	Spec. Event MENARDS - HASTINGS	37644	FENCING	0	06/30/2017	07/24/2017	6.93
							6.93
Total Dept. Recreation programming:							2,450.37
Dept: 150.000 Library							
001-150.000-720.310	Library Softw SIRSI CORPORATION US BANK CORPORATE PAYM US BANK CORPORATE PAYM	INVIS025612 ADOBE QUIP TEAM	PROJ: MGMT SW SUB, HORIZC ADOBE CREATIVE CLOUD QUIP SOFTWARE	0 0 0	06/29/2017 06/25/2017 06/24/2017	07/24/2017 07/24/2017 07/24/2017	920.00 385.07 10.00
							1,315.07
001-150.000-723.050	Advertising US BANK CORPORATE PAYM US BANK CORPORATE PAYM	4 IMPRINT CONSTANT CONTACT	ADVERTISING PENS CONSTANT CONTACT	0 0	06/23/2017 06/03/2017	07/24/2017 07/24/2017	255.94 95.00
							350.94
001-150.000-727.200	R & M Buildir SPRING FRESH CLEANING S SPRING FRESH CLEANING S	3073 3083	JANITORIAL SERV 6/16 - 6/30 JANITORIAL SERV 7/1 - 7/15	0 0	06/23/2017 07/05/2017	07/24/2017 07/24/2017	800.00 800.00
							1,600.00
001-150.000-727.600	R & M Office SALINA BLUEPRINT & MICRC	93104	MICROFILM READER REPLACI	0	06/27/2017	07/24/2017	8,995.00
							8,995.00
001-150.000-727.800	R & M Vehicl US BANK CORPORATE PAYM	BIG G ACE	DROP LEAF SUPPORT BOOKM	0	06/21/2017	07/24/2017	15.58
							15.58
001-150.000-729.100	Laundry PARAMOUNT LINEN-UNIFOR	16213	MAT CLEANING	0	06/27/2017	07/24/2017	10.35
							10.35
001-150.000-729.149	Processing F BAKER & TAYLOR, INC. MIDWEST TAPE MIDWEST TAPE	2032966574 95169472 95181506	BOOKS & PROCESSING AUDIOBOOKS / PROCESSING AUDIOBOOKS / PROCESSING	0 0 0	06/22/2017 06/21/2017 06/26/2017	07/24/2017 07/24/2017 07/24/2017	5.95 3.50 3.50
							12.95
001-150.000-730.050	Office Suppli EAKES OFFICE SOLUTIONS	7284236-0	NAME BADGE - MORGAN	0	06/28/2017	07/24/2017	8.91
							8.91
001-150.000-730.115	Library Collec						

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001-230.000-730.050	Office Suppli EAKES OFFICE SOLUTIONS	7291821-0	PAPER / LEGAL PADS	0	07/03/2017	07/24/2017	79.96
							79.96
001-230.000-731.200	Food Supplie EILEEN'S COLOSSAL COOKI	8522	WALDRON RETIREMENT	0	07/03/2017	07/24/2017	52.50
							52.50
001-230.000-731.250	Fuel & Oil US BANK CORPORATE PAYM	CENEX	FUEL - FIRE 1	0	06/28/2017	07/24/2017	45.00
							45.00
001-230.000-737.200	Building Mair BIG G COMMERCIAL ACCOU BIG G COMMERCIAL ACCOU CULLIGAN OF HASTINGS CULLIGAN OF HASTINGS CULLIGAN OF HASTINGS	570769 574949/1 4384111 4384121 4384101	PAINT SUPPLIES, STORAGE B. TOILET BOWL CLEANER, SOAI RO RENTAL RO RENTAL RO RENTAL	0 0 0 0 0	05/15/2017 06/27/2017 07/01/2017 07/01/2017 07/01/2017	07/24/2017 07/24/2017 07/24/2017 07/24/2017 07/24/2017	55.32 68.96 26.00 26.00 26.00
							202.28
Total Dept. Hastings Fire & Rescue:							5,440.82
Dept: 230.300 Ambulance Service							
001-230.300-720.304	Billing/collect EMS BILLING SERVICES, INC	20172408	EMS BILLING SERV - JUNE 201	0	07/05/2017	07/24/2017	6,390.08
							6,390.08
001-230.300-720.350	Training & Cc NE EMS ASSOCIATION	SMITH	REGISTRATION - EMS INST WI	0	07/07/2017	07/24/2017	75.00
							75.00
001-230.300-727.800	R & M Vehicl HASTINGS FORD LINCOLN NE MACHINERY CO.	39891 INV191037	R-9 REPLACE AIR COMP/FILTE R-5 SUSPENSION REPAIR	0 0	06/07/2017 06/30/2017	07/24/2017 07/24/2017	1,502.49 8,363.49
							9,865.98
001-230.300-731.350	Medical Supr AIRGAS USA BOUND TREE MEDICAL LLC BOUND TREE MEDICAL LLC BOUND TREE MEDICAL LLC BOUND TREE MEDICAL LLC MATHESON TRIGAS-LINWEL MATHESON TRIGAS-LINWEL MATHESON TRIGAS-LINWEL ZOLL MEDICAL CORPORATI	9926375989 82543419 82546456 82548106 82545105 15666394 15666395 15753507 2536743	OXYGEN CYLINDER RENT MEDICAL SUPPLIES MEDICAL SUPPLIES MEDICAL SUPPLIES MEDICAL SUPPLIES OXYGEN OXYGEN OXYGEN 3 MONITOR BATTERIES	0 0 0 0 0 0 0 0 0	03/31/2017 06/28/2017 06/30/2017 06/30/2017 06/30/2017 06/26/2017 06/26/2017 07/06/2017 06/19/2017	07/24/2017 07/24/2017 07/24/2017 07/24/2017 07/24/2017 07/24/2017 07/24/2017 07/24/2017 07/24/2017	17.08 117.90 1,649.28 88.34 129.90 18.69 47.22 51.57 727.50
							2,847.48
001-230.300-731.650	Uniform Allov MUNICIPAL EMERGENCY SE	IN1141166	UNIFORM PANTS	0	06/22/2017	07/24/2017	77.57
							77.57
Total Dept. Ambulance Service:							19,256.11
Dept: 240.000 Police							
001-240.000-720.300	Professional CENTRAL NE POLYGRAPH MAAR/RAQUEL// TRANSUNION RISK & ALTER	ANDREW/LAMOREE/BURNETT INTERPRET JUNE	3 PRE-EMPLOY POLYGRAPHS INTERPRET - 2 HR SERVICE 6/1 - 6/30	0 0 0	06/22/2017 06/29/2017 07/01/2017	07/24/2017 07/24/2017 07/24/2017	675.00 50.00 116.70
							841.70
001-240.000-720.350	Training & Cc LEADERSHIP HASTINGS US BANK CORPORATE PAYM	EVERSON EMBASSY SUITES	2017-18 TUITION - A. EVERSON HOTEL - ALABAMA	0 0	05/31/2017 06/24/2017	07/24/2017 07/24/2017	525.00 629.76

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							1,154.76
001-240.000-721.050	Postage						
	TOTAL PACKAGE/THE//	70830	POSTAGE	0	06/26/2017	07/24/2017	18.87
	US BANK CORPORATE PAYM	USPS	POSTAGE	0	06/22/2017	07/24/2017	6.80
	US BANK CORPORATE PAYM	USPS	POSTAGE	0	06/23/2017	07/24/2017	17.54
	US BANK CORPORATE PAYM	USPS	POSTAGE	0	06/27/2017	07/24/2017	6.80
	US BANK CORPORATE PAYM	USPS	POSTAGE	0	06/28/2017	07/24/2017	18.73
	US BANK CORPORATE PAYM	USPS	POSTAGE	0	06/29/2017	07/24/2017	5.32
							74.06
001-240.000-727.200	R & M Buildir						
	BIG G COMMERCIAL ACCOU	575173/1	NYLON ROPE, EYELETS FLAG	0	06/29/2017	07/24/2017	20.24
	ENGINEERED CONTROLS, I	162839	RESETS / REDOWNLOAD CON	0	06/26/2017	07/24/2017	1,428.80
	K&G PLUMBING AND HEATIN	170635	CAMERA AIR VENTS ON ROOF	0	06/20/2017	07/24/2017	237.50
	PRECISION SPRINKLERS, IN	11962	REPAIR BRK SPRINKLER HEA	0	06/29/2017	07/24/2017	131.50
	PRESTO-X	5186902	BIRD BAITING SERVICE	0	06/26/2017	07/24/2017	80.00
	RUTT'S HEATING & AC	35666	REPLACE COND FAN MOTOR	0	06/27/2017	07/24/2017	804.05
							2,702.09
001-240.000-727.206	Mowing Prop						
	VAREL/VINCENT H.//		MOWING 400BLK N SHORE, 515 S HAST	0	07/05/2017	07/24/2017	70.00
							70.00
001-240.000-727.400	R & M Comr						
	PLATTE VALLEY COMMUNIC	30307	R&R MOBILE RADIO #66	0	06/05/2017	07/24/2017	205.00
	PLATTE VALLEY COMMUNIC	30308	NEW MOBILE RADIO #66	0	06/02/2017	07/24/2017	888.90
	PLATTE VALLEY COMMUNIC	30328	REWIRE SWITCH - MODEM #71	0	06/12/2017	07/24/2017	85.00
							1,178.90
001-240.000-727.600	R & M Office						
	EAKES OFFICE SOLUTIONS	INV4617	COPIER	0	06/28/2017	07/24/2017	3,689.00
	US BANK CORPORATE PAYM	MADISON SEATING	LEAP CHAIR FOR 911	0	06/29/2017	07/24/2017	348.88
							4,037.88
001-240.000-727.800	R & M Vehicl						
	ACE AUTOMOTIVE, INC.	37758	OIL CHNG, FRONT&REAR PAD	0	06/29/2017	07/24/2017	307.55
	ACE AUTOMOTIVE, INC.	37766	R/R ENGINE #82	0	06/30/2017	07/24/2017	3,969.80
	AUTO TRIM DESIGN & SIGN	21990	TINT WINDOWS - MALIBU	0	06/21/2017	07/24/2017	259.00
	LAKESIDE AUTO BODY	10060	REPLACE GRILL ASSEMBLY	0	06/30/2017	07/24/2017	255.05
							4,791.40
001-240.000-730.050	Office Suppli						
	WAL-MART COMMUNITY	08468	OFFICE SUPPLIES	0	06/30/2017	07/24/2017	16.79
							16.79
001-240.000-730.100	Books & Ma						
	US BANK CORPORATE PAYM	BLUE TO GOLD	SEARCH & SEIZURE GUIDE	0	06/28/2017	07/24/2017	44.97
							44.97
001-240.000-731.300	Ammo						
	ULTRAMAX AMMUNITION	164492	20 BOXES RED SIMUNITIONS	0	05/26/2017	07/24/2017	510.00
							510.00
001-240.000-731.700	Wearing App						
	JACK'S UNIFORMS & EQUIP	67737A	2 PR UNIFORM PANTS	0	06/30/2017	07/24/2017	163.89
	MC CORD/DELMAR M.//	599724	4 BADGES / 400 PATCHES	0	05/23/2017	07/24/2017	1,002.98
							1,166.87
001-240.000-737.200	Building Mair						
	ARAMARK UNIFORM SERVIC	1900679553	TOWELS, MATS, DUST MOPS	0	06/27/2017	07/24/2017	96.66
	MALOUF JR AND ASSOCIATE	IN32434	MISC SUPPLIES	0	06/27/2017	07/24/2017	268.30
							364.96
001-240.000-738.055	Field Equipm						

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	JACK'S UNIFORMS & EQUIP	67770A	14 SLING PACKS	0	06/29/2017	07/24/2017	438.29
	POLICE DEPT. - PETTY CASH	ALLENS	DISTILLED WATER	0	06/28/2017	07/24/2017	4.40
	RUTT'S HEATING & AC	37173	PORTABLE TOILET RENTAL	0	06/16/2017	07/24/2017	50.00
	WAL-MART COMMUNITY	08468	OFFICE SUPPLIES	0	06/30/2017	07/24/2017	64.36
							557.05
						Total Dept. Police:	17,511.43
Dept: 330.000 EPA mandates							
001-330.000-738.055	Field Equipm						
	MICROFILM IMAGING SYSTEM	73248	SCANNING EQUIP MONTHLY F	0	07/01/2017	07/24/2017	45.00
							45.00
						Total Dept. EPA mandates:	45.00
Dept: 330.200 Storm Water Management							
001-330.200-738.055	Field Equipm						
	FLATWATER TECHNOLOGIES	2017-250	FUJITSU SERVER	0	07/06/2017	07/24/2017	3,000.00
							3,000.00
001-330.200-742.300	Construction						
	GRAINGER	9488440463	ELECTRONIC MEASURING WH	0	06/29/2017	07/24/2017	249.50
							249.50
						Total Dept. Storm Water Management:	3,249.50
						Total Fund GENERAL FUND:	175,432.23
Fund: 130 LIBRARY GRANT FUND							
Dept: 000.000							
130-000.000-720.357	Library Progr						
	BAKER & TAYLOR, INC.	2032939101	BOOKS / SRP PRIZES	0	06/13/2017	07/24/2017	17.85
	BAKER & TAYLOR, INC.	2032967403	BOOKS / SRP PRIZES	0	06/21/2017	07/24/2017	17.85
	DEMCO, INC.	6159466	SUMMER READING BAGS	0	06/23/2017	07/24/2017	49.42
	ORIENTAL TRADING COMPANY	684488978-01	SRP PRIZES	0	06/27/2017	07/24/2017	268.47
	US BANK CORPORATE PAYM	AMAZON	PINTEREST SUPPLIES	0	06/29/2017	07/24/2017	29.85
	US BANK CORPORATE PAYM	AMAZON	PINTEREST SUPPLIES	0	06/20/2017	07/24/2017	89.82
	WAL-MART COMMUNITY	09615	PINTEREST SUPPLIES	0	06/28/2017	07/24/2017	47.26
	WAL-MART COMMUNITY	09615	PINTEREST SUPPLIES	0	06/28/2017	07/24/2017	45.33
							565.85
130-000.000-743.550	Computer Eq						
	BAYSCAN TECHNOLOGIES	53030	THERMAL RECEIPT PRINTER	0	06/23/2017	07/24/2017	1,662.00
							1,662.00
						Total Dept. 000000:	2,227.85
						d LIBRARY GRANT FUND:	2,227.85
Fund: 131 LIBRARY SALES TAX F							
Dept: 000.000							
131-000.000-742.300	Construction						
	ALLEN'S OF HASTINGS, INC.	79501	MAKER SPACE CAMERA	0	06/30/2017	07/24/2017	1,009.98
	CENTRAL LOGISTIC SERVICE	217192	RENOVATION STORAGE / JULY	0	07/01/2017	07/24/2017	600.00
	CHIEF CONSTRUCTION CO.	16	RENOVATION CHARGES	0	06/27/2017	07/24/2017	260,992.08
	COMPUTER HARDWARE	H19090	IMAC FOR MAKER SPACE	0	06/30/2017	07/24/2017	1,199.00
	US BANK CORPORATE PAYM	AMAZON	MAKER SPACE CIRCUIT EXPLC	0	06/21/2017	07/24/2017	249.00
	US BANK CORPORATE PAYM	AMAZON	MAKER SPACE 360FLY 4K VIDI	0	06/20/2017	07/24/2017	304.99
	US BANK CORPORATE PAYM	AMAZON	VIDEO CAM PROTECTION PLA	0	06/19/2017	07/24/2017	46.00
							264,401.05
						Total Dept. 000000:	264,401.05

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PRARY SALES TAX FUND:							264,401.05
Fund: 133 PARKS GRANT FUND							
Dept: 130.000 Parks							
133-130.000-731.400	Other Supplie						
	CASH-WA DISTRIBUTING	P11077201	POPCORN MACHINE	0	06/23/2017	07/24/2017	611.00
							611.00
133-130.000-741.209	Infrastructure						
	CONSOLIDATED CONCRETE	222004 / TIX 210304	CONCRETE ENTRANCE	0	06/23/2017	07/24/2017	1,122.00
	CONSOLIDATED CONCRETE	222004 / TIX 210348	CONCRETE ENTRANCE	0	06/23/2017	07/24/2017	1,122.00
	CONSOLIDATED CONCRETE	222049 / TIX 210428	CONCRETE ENTRANCE	0	06/26/2017	07/24/2017	572.00
	PAULEY LUMBER CO./W.G./	65764	TREATED LUMBER / ARBORET	0	05/25/2017	07/24/2017	518.00
							3,334.00
Total Dept. Parks:							3,945.00
and PARKS GRANT FUND:							3,945.00
Fund: 155 PUBLIC SAFETY GRANT							
Dept: 230.100 Fire & Rescue Dept							
155-230.100-743.700	Tools & Misc						
	PHYSIO-CONTROL INC	117050974	LUCAS DEVICE	0	06/29/2017	07/24/2017	10,854.20
							10,854.20
Total Dept. Fire & Rescue Dept.:							10,854.20
IC SAFETY GRANT FUND:							10,854.20
Fund: 158 WIRELESS E911 FUND							
Dept: 220.000 911 center							
158-220.000-743.400	Communicati						
	FLATWATER TECHNOLOGIE	2017-250	FUJITSU SERVER	0	07/06/2017	07/24/2017	13,111.19
							13,111.19
Total Dept. 911 center:							13,111.19
nd WIRELESS E911 FUND:							13,111.19
Fund: 170 MUSEUM FUND							
Dept: 000.000							
170-000.000-443.070	Museum Stor						
	GREAT PLAINS HONEY FAR	JUNE	HONEY SALES JUNE 2017	0	06/30/2017	07/24/2017	44.00
	LUKASIEWICZ/SUMMER//	STORE SALES	STORE SALES: SILK SCARVES	0	06/30/2017	07/24/2017	-4.50
	LUKASIEWICZ/SUMMER//	STORE SALES	STORE SALES: SILK SCARVES	0	06/30/2017	07/24/2017	15.00
	MUSEUM - FOUNDATION	PK PLATES	PEGGY KARR PLATES - JUNE	0	06/30/2017	07/24/2017	39.00
	NE OFFICIAL SOFT DRINK H	KA SALES	KOOK AID DAYS - JUNE 2017 S	0	06/30/2017	07/24/2017	99.90
							193.40
Total Dept. 000000:							193.40
Dept: 170.100 Museum administr							
170-170.100-723.050	Advertising						
	BH MEDIA GROUP	10092103	(4) MOVIE / (1) DIGITAL	0	06/25/2017	07/24/2017	1,440.14
	CLAY COUNTY NEWS	772	SUMMER HOT SPOT PRINTING	0	06/30/2017	07/24/2017	61.00
	KEARNEY HUB	06232017	BRAVO (4) MUSE THEATER	0	06/25/2017	07/24/2017	132.00
	LAKESIDE AUTO BODY	108158611	HWY 281 .7MI N 180	0	06/12/2017	07/24/2017	400.00
	US BANK CORPORATE PAYM	FACEBOOK	PROMO MARKETING	0	07/06/2017	07/24/2017	37.33
							2,070.47
170-170.100-723.060	Promo Servic						
	ADAMS COUNTY CONVENTI	MAY	MAY LODGING TAX	0	07/01/2017	07/24/2017	8,115.77

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							8,115.77
170-170.100-724.100	Film Print Co						
	21ST CENTURY CINEMAS	17-31	FATE OF THE FURIOUS	0	06/30/2017	07/24/2017	35.00
	21ST CENTURY CINEMAS	17-31	THEIR FINEST	0	06/30/2017	07/24/2017	35.00
	21ST CENTURY CINEMAS	17-31	KING ARTHUR	0	06/30/2017	07/24/2017	35.00
	21ST CENTURY CINEMAS	17-31	GUARDIANS OF THE GALAXY	0	06/30/2017	07/24/2017	35.00
							140.00
170-170.100-727.500	R & M Heavy						
	HONEYWELL, INC.	5240541664	MAMMOTH UNIT HUMIDITY CN	0	06/29/2017	07/24/2017	45.00
	HONEYWELL, INC.	5240541664	MAMMOTH UNIT HUMIDITY CN	0	06/29/2017	07/24/2017	214.20
	HONEYWELL, INC.	5240541664	MAMMOTH UNIT HUMIDITY CN	0	06/29/2017	07/24/2017	1,397.36
	HONEYWELL, INC.	5240541664	MAMMOTH UNIT HUMIDITY CN	0	06/29/2017	07/24/2017	109.91
							1,766.47
170-170.100-728.150	Film Royalty						
	3D ENTERTAINMENT DISTRI	JUNE	SECRET OCEAN - JUNE 2017	0	06/30/2017	07/24/2017	42.00
	GIANT SCREEN FILMS	EARTHFLIGHT	EARTHFLIGHT ROYALTIES JUN	0	06/30/2017	07/24/2017	308.58
	K2 COMMUNICATION CORP	JUN-17	AIRCRAFT CARRIER	0	06/30/2017	07/24/2017	1,773.21
	MACGILLIVRAY FREEMAN FI	JUNE 2017	NATIONAL PARKS - JUNE 2017	0	06/30/2017	07/24/2017	102.75
	NAT'L GEOGRAPHIC	JUNE 2017	EXTREME WEATHER JUNE 20	0	06/30/2017	07/24/2017	566.44
	REAL D INC.	JUNE	EARTHFLIGHT / EXT WEATHEF	0	06/30/2017	07/24/2017	238.00
	REAL D INC.	JUNE	EARTHFLIGHT / EXT WEATHEF	0	06/30/2017	07/24/2017	127.00
	REAL D INC.	JUNE	EARTHFLIGHT / EXT WEATHEF	0	06/30/2017	07/24/2017	24.00
							3,181.98
170-170.100-729.050	Dues & Subs						
	NE TRAVEL ASSOCIATION	6928	WEBSITE	0	07/01/2017	07/24/2017	150.00
	SAM'S CLUB	SAMS CLUB MEMBERSHIP	ANNUAL MEMBERSHIP	0	06/27/2017	07/24/2017	45.00
							195.00
170-170.100-730.050	Office Suppli						
	US BANK CORPORATE PAYM	WALMART	VS SHREDDER	0	06/29/2017	07/24/2017	69.99
	US BANK CORPORATE PAYM	AMAZON	WHITE TAPE 24 PK OFFICE	0	06/30/2017	07/24/2017	13.49
	WAL-MART COMMUNITY	08335	YARD & INSECTICIDE	0	06/22/2017	07/24/2017	23.42
							106.90
170-170.100-731.205	Concessions						
	PEPSI-COLA BOTTLING CO.	6179650	CONCESSIONS	0	07/05/2017	07/24/2017	166.50
	PEPSI-COLA BOTTLING CO.	6179266	CONCESSIONS	0	06/27/2017	07/24/2017	160.50
	WAL-MART COMMUNITY	01746	CONCESSIONS	0	06/29/2017	07/24/2017	19.88
							346.88
170-170.100-731.210	Store Merch						
	ADAMS COUNTY CONVENTI	SOLFEST	SOLFEST SOLAR ECLIPSE GL	0	06/26/2017	07/24/2017	160.00
	ADAMS COUNTY CONVENTI	SOLFEST	SOLFEST SOLAR ECLIPSE GL	0	07/05/2017	07/24/2017	200.00
	PLANET ZOO	SPI-15180	ZOO ITEMS - STORE MERCH	0	06/05/2017	07/24/2017	747.13
	REINERS/ROBIN//	STORE MERCH	CRANE NOTECARDS - STORE	0	07/07/2017	07/24/2017	110.00
	TOTAL PACKAGE/THE//	70963	GIDAN HEAVY COTTON SHIRT	0	07/05/2017	07/24/2017	1,158.00
							2,375.13
170-170.100-731.215	Penny Press						
	PENNY MEN/THE//	JUNE	JUNE 2017 PENNY PRESS REF	0	06/30/2017	07/24/2017	79.91
							79.91
170-170.100-731.408	Educational I						
	ALLEN'S OF HASTINGS, INC.	TRX: 449	KA LMN LME	0	06/28/2017	07/24/2017	12.00
	TOTAL PACKAGE/THE//	70904	TEMP TATTOO RED - STORE M	0	06/28/2017	07/24/2017	221.70
	US BANK CORPORATE PAYM	US BANK	SCHOOL SUPPLY SUMMER FUN SUPPLIES	0	06/26/2017	07/24/2017	139.91
	US BANK CORPORATE PAYM	AMAZON	SUMMER FUN - CARDS & STIC	0	06/28/2017	07/24/2017	24.23
	US BANK CORPORATE PAYM	AMAZON	SUMMER FUN - CARDS 60 BLC	0	06/28/2017	07/24/2017	72.18
	US BANK CORPORATE PAYM	AMAZON	SUMMER FUN - CARDS & MAC	0	06/28/2017	07/24/2017	35.23

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	WAL-MART COMMUNITY	04705	SUMMER FUN SUPPLIES	0	07/05/2017	07/24/2017	123.80
	WAL-MART COMMUNITY	07063	SUGAR LEMNADE KA STRBY	0	06/24/2017	07/24/2017	86.38
	WAL-MART COMMUNITY	09447	SUMMER FUN - MENTOS	0	06/28/2017	07/24/2017	17.82
							733.25
170-170.100-737.205	Electrical Sup						
	US BANK CORPORATE PAYM	AMAZON	HD20 OPTOMA LAMP REPLACI	0	06/23/2017	07/24/2017	129.04
							129.04
170-170.100-737.208	Collections S						
	US BANK CORPORATE PAYM	PERFECT SOFTWARE	NETWORK UPGRADE 2-5 USE	0	06/28/2017	07/24/2017	412.00
	WAL-MART COMMUNITY	08335	YARD & INSECTICIDE	0	06/22/2017	07/24/2017	19.64
							431.64
170-170.100-737.210	Exhibit Suppl						
	BIG G COMMERCIAL ACCOU	574862/1	MISC FASTENERS	0	06/27/2017	07/24/2017	33.92
							33.92
Total Dept. Museum administration:							19,706.36
otal Fund MUSEUM FUND:							19,899.76

Fund: 180 STREET FUND

Dept: 000.000

180-000.000-727.200 R & M Buildir

PAULEY LUMBER CO./W.G./	66028	LUMBER	0	06/21/2017	07/24/2017	125.70
PAULEY LUMBER CO./W.G./	66056	OBS	0	06/02/2017	07/24/2017	83.98
						209.68

180-000.000-727.500 R & M Heavy

FASTENAL COMPANY	NEHAS136653	41 BOLTS	0	06/20/2017	07/24/2017	43.49
GARRETT TIRES AND TREA	114583	902 FLAT	0	06/22/2017	07/24/2017	13.20
GARRETT TIRES AND TREA	114767	902 FLAT	0	06/29/2017	07/24/2017	13.20
GARRETT TIRES AND TREA	114692	902 FLAT	0	06/27/2017	07/24/2017	13.20
GARRETT TIRES AND TREA	114861	902 FOAM FILL TIRES	0	07/05/2017	07/24/2017	371.20
HASTINGS OUTDOOR POWE	11900	FUEL PUMP	0	06/28/2017	07/24/2017	8.99
HASTINGS OUTDOOR POWE	11912	CARB KIT	0	06/29/2017	07/24/2017	14.56
MIDWEST TURF & IRRIGATIC	3760515-00	902 BALL JOINT	0	06/27/2017	07/24/2017	169.09
MIDWEST TURF & IRRIGATIC	3760601-00	902 BALL JOINT	0	06/27/2017	07/24/2017	375.61
N A P A AUTO PARTS	720842	41 TUBING	0	06/23/2017	07/24/2017	3.52
N A P A AUTO PARTS	721982	FILTER	0	06/28/2017	07/24/2017	5.24
N A P A AUTO PARTS	721863	FILTER	0	06/28/2017	07/24/2017	65.76
N A P A AUTO PARTS	721829	FILTER	0	06/28/2017	07/24/2017	27.32
NE MACHINERY CO.	CU1395705	14 REAR GLASS	0	06/23/2017	07/24/2017	288.72
NE MACHINERY CO.	CU1393217	38 SENSOR	0	06/16/2017	07/24/2017	79.57
NE MACHINERY CO.	SCN035760	CREDIT	0	06/19/2017	07/24/2017	-180.45
ROEHR'S MACHINERY, INC.	IH08676	41 BUSHINGS	0	07/03/2017	07/24/2017	127.08
THREE POINTS TIRE	16933	923 FLAT	0	06/21/2017	07/24/2017	24.50
THREE POINTS TIRE	16985	921 NEW TIRE	0	07/05/2017	07/24/2017	101.00
TITAN MACHINERY INC - HA	9529114GP	41 PUMP	0	06/26/2017	07/24/2017	675.00
TITAN MACHINERY INC - HA	9530168GP	CREDIT	0	06/26/2017	07/24/2017	-675.00
TITAN MACHINERY INC - HA	786629CL	65 GEAR BOX	0	06/20/2017	07/24/2017	837.76
TITAN MACHINERY INC - HA	9536240GP	41 HYD PUMP	0	06/27/2017	07/24/2017	420.00
UNITED AUTOMOTIVE DISTF	80582	GLASS CLEANER	0	06/26/2017	07/24/2017	29.88
						2,852.44

180-000.000-727.800 R & M Vehicl

AUTO VALUE-HASTINGS	70-476593	3 BATTERY	0	06/21/2017	07/24/2017	129.68
DINSDALE CHRYSLER-DODG	126422	20 BRAKE SWITCH	0	06/21/2017	07/24/2017	74.30
FRIEND TRUCK EQUIPMENT	83125-IN	20 TOOL BOX LATCH	0	06/29/2017	07/24/2017	55.00
LAWSON PRODUCTS, INC	9305024842	WIPERS	0	06/19/2017	07/24/2017	157.20

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Total Fund STREET FUND:							20,608.59
Fund: 183 STREET SALES TAX F							
Dept: 000.000							
183-000.000-742.320	New Street C WERNER CONSTRUCTION C	R-2017 ARTERIAL	PROJ NO: R-2017 ARTERIAL	0	07/07/2017	07/24/2017	33,200.93
							33,200.93
Total Dept. 000000:							33,200.93
STREET SALES TAX FUND:							33,200.93
Fund: 190 KENO BETTERMENT F							
Dept: 145.000 Recreation prograr							
190-145.000-742.420	Departmenta COMFORT INN-HASTINGS	CONFIRM #533149168	LODGING / JULY 4TH SOCA JB	0	07/05/2017	07/24/2017	260.61
							260.61
Total Dept. Recreation programming:							260.61
Dept: 240.000 Police							
190-240.000-742.420	Departmenta PLATTE VALLEY COMMUNIC	30369	EQUIP NEW CRUISER #88	0	06/26/2017	07/24/2017	13,113.05
	PLATTE VALLEY COMMUNIC	30363	EXT SPEAKER & INSTALL #88	0	06/23/2017	07/24/2017	100.50
							13,213.55
Total Dept. Police:							13,213.55
KENO BETTERMENT FUND:							13,474.16
Fund: 366 BAN/STREET CONSTR							
Dept: 000.000							
366-000.000-742.517	A2013-1 alley VONTZ PAVING, INC.	AID 2013-1	PROJ NO: AID 2013-1	0	07/24/2017	07/24/2017	34,198.18
							34,198.18
366-000.000-742.522	N Minn-13th MID-STATE ENGINEERING AI	15041	MAP-2016 PROJECT	0	06/15/2017	07/24/2017	196.00
							196.00
Total Dept. 000000:							34,394.18
T CONSTRUCTION FUND:							34,394.18
Fund: 610 LANDFILL FUND							
Dept: 000.000							
610-000.000-720.300	Professional OLSSON ASSOCIATES	278810	OA PROJ: 012-0631	0	06/19/2017	07/24/2017	2,817.50
							2,817.50
610-000.000-720.350	Training & Co YORK/MICHELLE//	MILEAGE	MILEAGE 6/6 - 6/28	0	06/29/2017	07/24/2017	28.09
							28.09
610-000.000-726.100	Natural Gas BLACK HILLS ENERGY	ACT: 8770466950	GAS SERVICE 5/25 - 6/26	0	06/28/2017	07/24/2017	53.95
							53.95
610-000.000-727.500	R & M Heavy AUTO VALUE-HASTINGS	70-476964	#111 FILTERS	0	06/27/2017	07/24/2017	82.80
	NE MACHINERY CO.	CUI397721	EXCAVATOR - FILTERS	0	06/28/2017	07/24/2017	238.63
	NE MACHINERY CO.	CUI396723	#116 FENDER FABRICATION	0	06/27/2017	07/24/2017	748.61

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							1,070.04
610-000.000-731.250	Fuel & Oil						
	MID-NEBRASKA LUBRICANT	339443	139.8 GAL UNLEAD - JUNE BID	0	06/27/2017	07/24/2017	282.40
	THOMSEN OIL CO.	248429	998.1 GAL #2 DYED DIESEL	0	06/26/2017	07/24/2017	1,807.92
							2,090.32
610-000.000-731.700	Wearing App						
	PARAMOUNT LINEN-UNIFOR	17466	MATS / COVERALLS	0	06/30/2017	07/24/2017	20.25
	PARAMOUNT LINEN-UNIFOR	15281	MATS / COVERALLS	0	06/23/2017	07/24/2017	20.25
							40.50
Total Dept. 000000:							6,100.40
tal Fund LANDFILL FUND:							6,100.40
Grand Total:							597,649.54

Distribution Register by Check



From Check No.: 34697 To Check No.: 34845

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From Check Date: 07/06/2017 - To Check Date: 07/17/2017

Check No	Supplier	Supplier Name	Invoice Number	Invoice Description	Invoice Amt	Charge Code	GL Amount
34697	32375	HASTINGS, CITY OF	063017	BUILDING PERMIT	148.04	2 20679	148.04
34698	45725	MONTE MALOUF JR. & ASSOC.	IN-32413	CLEANER	234.87	1 61561	234.87
34699	54526	NEBRASKA PUBLIC POWER DISTR	9000022540 9000022673	TRANSMISSION SERVICE TEST RUBBER GLOVES	11,500.00 93.06	2 29235 1 49270 2 79275	11,500.00 30.10 62.96
					11,593.06		11,593.06
34700	69175	SOUTHERN POWER DISTRICT	063017 4908002	MAXON AVENUE POWER	251.66	1 45026	251.66
34701	73500	BRETT THOMPSON	063017	REIMBURSEMENT OF EXPENSES	1,265.95	2 89225	1,265.95
34702	80875	ZEISLER, DEREK	062417	REIMBURSEMENT OF EXPENSES	935.06	2 89225	935.06
34703	15575	CONSOLIDATED CONCRETE CO.	221447 221635 221707 221808 222113	CONCRETE CONCRETE CONCRETE CONCRETE CONCRETE	160.50 323.62 323.62 982.26 482.71	2 75115 2 75115 2 75115 1 30303 1 30303	160.50 323.62 323.62 982.26 482.71
					2,272.71		2,272.71
34704	63875	RESCO	678115-00	TRANSFORMERS	16,344.26	2 21562	16,344.26
34705	64850	RUSSELL, TOM	062317	REIMBURSEMENT OF EXPENSES	220.57	2 99225	220.57
34706	73775	TITAN MACHINERY-LINCOLN	062217 504393551 072217 504393551 9168426 GP 9335032 GP	FUEL COOLER TUBING FUEL COOLER TUBING FUEL COOLER FUEL COOLER TUBING	7.91 8.56 418.55 (57.35)	1 61843 1 61843 1 61843 1 61843	7.91 8.56 418.55 (57.35)
					377.67		377.67
34707	77050	VERIZON WIRELESS	9788019479	CELL PHONE SERVICE	3,315.11	1 19210 1 39210 1 49210 1 69210 2 29210 2 75065	247.88 174.95 93.64 1,433.86 487.68 877.10
					3,315.11		3,315.11
34708	79975	WINDSTREAM NEBRASKA INC	062817 091774858	TELEPHONE SERVICE	1,096.96	1 15460 1 35053 1 45023 1 45421 1 69180 1 69210 2 25050 2 25065 2 25700	70.40 454.61 30.08 48.24 30.82 295.52 20.81 129.72 16.76
					1,096.96		1,096.96
34709	09275	BLUE CROSS & BLUE SHIELD OF N	071017	EMPLOYEE HEALTH INSURANCE	13,454.04	1 62414	13,454.04
34710	23355	ENERGY PIONEER SOLUTIONS	071217	JUNE NET RECEIPTS	5,950.41	1 62323	5,950.41
34711	34425	HERITAGE BANK	071417-1	EMPLOYEE FLEX PLAN DEDUCTION	7,685.73	1 61292	7,685.73
34712	41200	KATHLEEN A LAUGHLIN	071417 15-41723-TI	REMIT GARNISHMENT	180.00	1 62410	180.00
34713	53076	NE DEPT OF LABOR-UNEMPLOYME	071417 W-0621	REMIT GARNISHMENT	94.36	1 62410	94.36
34714	53225	NE DEPT. OF REVENUE	071417 LEVY#2179	REMIT GARNISHMENT	492.65	1 62410	492.65
34715	53475	NE SOCIETY OF C P A' S	071217	REGISTRATION	585.00	1 69200	585.00
34716	70300	STATE DISBURSEMENT UNIT	071417 CO1482539	REMIT GARNISHMENT	248.00	1 62410	248.00
34717	00975	A S M E	071317708446	2017-2018 MEMBERSHIP	155.00	1 69300	155.00
34718	01875	ADAMS COUNTY REGISTER OF DE	063017 - 023	LIENS	30.00	1 69180	30.00
34719	02675	AIRGAS USA, LLC	9064841826 9064984767	WELDING PLIERS SAFETY GLASSES	9.79 87.95	2 25064 1 61561	9.79 87.95
					97.74		97.74
34720	03225	ALLIED ELECTRONICS, INC.	9007971378	CAPACITORS	66.13	2 25064	66.13
34721	04675	AMERICAN PUBLIC POWER ASSOC	298123	DUES	17,992.11	2 29300	17,992.11

Distribution Register by Check



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Printed: 7/14/2017 16:15

From Check Date: 07/06/2017 - To Check Date: 07/17/2017

Check No	Supplier	Supplier Name	Invoice Number	Invoice Description	Invoice Amt	Charge Code	GL Amount
34722	05725	ANIXTER INC.	523 267178	LAIRD SUBSTATION PARTS	211.22	2 20389	211.22
34723	06710	ATLAS COPCO COMPRESSORS LL	899861	TRANSDUCERS, CABLE ADAPTOR	971.69	2 25145	971.69
34724	06775	AUTO VALUE PARTS STORES	70-477228	IDLER PULLEY	27.88	1 61845	27.88
			70-477564	WIRE, CABLES, HOSE CLAMPS	43.76	1 61847	43.76
			70-477570	SURGE PROTECTOR	74.77	1 61845	74.77
					146.41		146.41
34725	08425	BENETECH, INC	108405	MAINTENANCE AGREEMENT	650.00	2 95126	650.00
34726	08925	BIG G	575280	SPRAY NOZZLES	25.85	1 69330	25.85
			575307	HAND SPRAYER, PRIMER	54.44	1 45470	54.44
			575482	PLANT TRAY	5.49	2 25065	5.49
			575623	SPRAYER	15.20	2 95065	15.20
					100.98		100.98
34727	09025	BLACK & VEATCH CORPORATION	1248167	ENGINEERING SERVICES	15,559.74	2 20685	15,559.74
34728	09425	BORLEY MOVING & STORAGE	17-22714-STG	STORAGE	750.00	1 30318	750.00
34729	09485	BOSSelman TANK & TRAILER	3717118UF	TRANSFER FUEL	2,440.00	2 21438	1,859.16
					2,440.00	2 21513	580.84
							2,440.00
34730	12075	CAYENTA	CT034530	YEAR END PAYROLL ASSISTANCE	1,170.00	1 69210	1,170.00
34731	12625	CENTRAL NEBRASKA COLLECTION	063017	COLLECTION AGENCY FEES	38.68	1 69030	38.68
34732	13610	CINTAS CORPORATION	449638988	UNIFORM SERVICE	227.25	1 49270	11.72
						1 69270	4.63
						2 29270	210.90
			449638992	UNIFORM SERVICE	164.20	2 79275	164.20
			449640083	UNIFORM SERVICE	245.55	1 49270	11.72
						1 69270	4.63
						2 29270	229.20
			449640087	UNIFORM SERVICE	164.20	2 79275	164.20
					801.20		801.20
34733	14075	CLYDE BERGEMANN INC.	IA85079-17	LIMIT SWITCHES	346.92	2 25125	346.92
34734	16525	COOLING TOWER DEPOT	21404	SIGHT GLASS, PLACECARD	425.04	2 25130	425.04
34735	17475	CREDIT MANAGEMENT	063017	COLLECTION AGENCY FEES	415.65	1 69030	100.23
					415.65	1 69040	315.42
							415.65
34736	17525	CRESCENT ELECTRIC SUPPLY CO	S503750598.001	FUSES, FUSE HOLDERS	1,506.60	1 61561	1,506.60
34737	17600	CROP PRODUCTION SERVICES INC	32680022	PROPANE	28.67	2 75065	28.67
			33293945	PROPANE	19.34	2 75065	19.34
			33612780	PROPANE	18.67	2 75065	18.67
					66.68		66.68
34738	19225	DELKEN PRESS	070317	PRINTED MATERIAL	450.47	1 69060	450.47
34739	20325	DITCH WITCH UNDERCON	E00712	DUAL FREQUENCY TRACKER, LOC,	18,161.45	1 13960	1,500.00
						1 13960	16,661.45
			P10138	ROTARY NOZZLE	63.14	1 61843	63.14
			W02465	REPAIR TRENCHER	1,692.74	1 61843	192.74
					19,917.33	1 61843	1,500.00
							19,917.33
34740	21375	DUTTON-LAINSON COMPANY	762143-1	LAMP HOLDERS	79.74	2 75115	79.74
			762446-1	LED LAMPS & WALL LIGHTS	1,613.52	2 95115	113.52
						2 95115	1,500.00
			762483-1	CONDUIT, COUPLINGS	206.51	2 20389	206.51
			762486-1	CONDUIT, OUTLET, CONNECTORS	109.01	2 20389	109.01
			762490-1	CONDUIT, COUPLINGS	9.22	1 30303	9.22
			762551-1	LAIRD SUBSTATION PARTS	504.89	1 61632	84.13
						2 20389	420.76
			762897-1	BALLASTS	76.65	1 69330	76.65
			762903-1	PHOTO CONTROLS, FITTINGS	121.23	2 75115	121.23
			762911-1	FUSES	137.60	2 25115	137.60
			763006-1	PRESSURE SWITCH, FITTINGS	12.48	1 30296	12.48
			CM74827	LAIRD SUBSTATION PARTS	(84.13)	1 61632	(84.13)
			S94246-1	LED PHOTOELECTRIC CONTROLS	17,800.00	1 61561	17,800.00
			S94436-1	LED LAMPS	1,440.08	2 25145	1,440.08
					22,026.80		22,026.80

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34741	21975	EAKES OFFICE EQUIPMENT	7289661-0 7296600-0 INV4271	DRY ERASE MARKERS RUBBER BANDS COPIER LEASE OVERAGE	16.59 45.97 46.42 108.98	2 75065 1 61561 2 75065	16.59 45.97 46.42 108.98
34742	22025	EARL MAY SEED & NURSERY	44239000002	TREES	2,393.54 2,393.54	2 25830 2 25830	893.54 1,500.00 2,393.54
34743	22225	ECHO ELECTRIC SUPPLY	S7259297.001	WIRE DISPENSERS	198.27	2 25064	198.27
34744	22280	ECO-TEC	29726	FREIGHT CHARGES	129.98	2 20682	129.98
34745	23575	ENVIRONMENTAL PRODUCTS OF I	F01S 86272 17 07 C	ELEMENTS, O-RINGS	2,644.33 2,644.33	2 25135 2 25135	1,144.33 1,500.00 2,644.33
34746	23725	ERIKSEN CONSTRUCTION CO., INC	653 - 5	N. BALTIMORE REVERSE OSMOSIS	249,815.70	1 30318	249,815.70
34747	24825	FASTENAL CO.	NEHAS136638 NEHAS136639 NEHAS136943 NEHAS136949 NEHAS136952 NEHAS136953	ORGANIZER BOXES FUNNELS CABLE TIES, CRIMPS NUTS STEP LADDERS BIN DIVIDERS	229.70 15.94 20.98 5.85 91.94 69.40 433.81	1 45430 1 45470 1 30296 2 75065 1 45430 1 45430	229.70 15.94 20.98 5.85 91.94 69.40 433.81
34748	25195	FILTRATION SYS. & FLUID POWER	136609	THERMOSTATIC VALVE	200.82	2 20683	200.82
34749	27925	GARRETT ENTERPRISES, INC.	114866	TIRE	333.71	2 21844	333.71
34750	29550	GLOBAL INDUSTRIAL EQUIPMENT	111150409	CABINETS	1,133.41	2 75115	1,133.41
34751	29975	GRACE'S LOCKSMITH SERVICE	58075	REPAIR LOCK SET	50.00	2 25110	50.00
34752	30075	GRAINGER	9488226912	SELF CLOSING HINGES	138.97	1 69330	138.97
34753	30325	GRAYBAR ELECTRIC CO.	992308938	TWINEYE NUTS	113.90	2 21561	113.90
34754	31075	GUSTAVE A. LARSON CO.	GRI0117300	REFRIGERANT OIL	108.06	2 75115	108.06
34755	31375	H D SUPPLY WATERWORKS, LTD.	H342244 H383556 H393596 H393622	ELBOWS GAS SERVICE STOPS GRADELOCKS CORP STOPS, COUPLINGS	240.76 2,209.56 898.80 11,481.10 14,830.22	1 61561 1 61561 1 61561 1 61561	240.76 2,209.56 898.80 11,481.10 14,830.22
34756	31625	HAMMOND, W. A. DRIERITE CO LTI	199768	VENT DRIER, DRUM ADAPTER	82.34	2 25700	82.34
34757	32125	HARTLAND CLEANING SERVICE	3537	JANITORIAL SERVICES	2,959.62	1 69330	2,959.62
34758	32375	HASTINGS, CITY OF	9032	CITY ATTORNEY	4,319.97	1 69230	4,319.97
34759	32475	HASTINGS, CITY OF	9031	CIVIL SERVICE	3,496.30	1 69230	3,496.30
34760	32900	HASTINGS FORD & LINCOLN	123434 41047	COOLANT TANK REPAIR STEERING BOX	264.16 906.24 1,170.40	1 61845 1 61845	264.16 906.24 1,170.40
34761	32975	HASTINGS IRRIGATION PIPE CO.	277130	WELD FITTING	32.08	1 30296	32.08
34762	33115	HASTINGS PHYSICAL THERAPY	3179	ON-SITE PT	920.00 920.00	1 69260 2 29265	460.00 460.00 920.00
34763	33225	HASTINGS TRIBUNE	208302	ADVERTISING	31.09 31.09	1 39130 1 69130	26.18 4.91 31.09
34764	33275	HASTINGS UTILITIES	071317	REPLENISH PETTY CASH FUND	116.45 116.45	1 30303 1 30303 1 61843 1 69330 2 25940	17.63 23.37 21.39 3.20 50.86 116.45
34765	33375	HATTEN ELECTRIC SERVICE	0066760-IN	CAPACITOR	11.88	2 25700	11.88
34766	34425	HERITAGE BANK	071417	EMPLOYEE HEALTH INSURANCE CI	294,855.99	1 61292	294,855.99

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34767	39525	JACOBI'S CARPET ONE	41116	CARPET SQUARES	194.14	1 69330	194.14
34768	40175	JOHNSON SERVICE CO.	5101	SANITARY SEWER MAINTENANCE	46,295.95	1 45021	1,500.00
			5102	MANHOLE REHAB	65,581.00	1 45021	44,795.95
						1 40320	1,500.00
						1 40320	64,081.00
					111,876.95		111,876.95
34769	40525	K & G PLUMBING	170687	INSTALL NEW WATER SERVICES	5,935.00	1 30303	1,500.00
						1 30303	4,435.00
					5,935.00		5,935.00
34770	40675	K H A S RADIO 1230	31065-1	ADVERTISING	585.00	1 69060	585.00
34771	41325	KELLY SUPPLY CO.	15090343-0	BACK UP RINGS	16.05	2 25125	16.05
			15090380-0	BUSHING	41.62	2 95126	41.62
			15090465-0	FITTINGS	11.96	2 25124	11.96
			15090501-0	FITTINGS	8.08	1 45430	8.08
			15090509-0	FITTINGS	8.93	2 25124	8.93
			15090510-0	HYDRAULIC HOSE, FITTINGS	172.76	2 25126	172.76
			15090623-0	COMPRESSION FITTINGS	38.17	2 75065	38.17
			15090623-1	COMPRESSION FITTINGS	79.65	2 75065	79.65
			15090662-1	FITTING	2.13	2 75065	2.13
			15090681-0	FITTINGS	80.65	2 25135	80.65
					460.00		460.00
34772	42425	KRIZ-DAVIS COMPANY	S101497300.002	LOW VOLTAGE GLOVES	1,768.11	2 29270	268.11
						2 29270	1,500.00
			S101534175.002	FUSES	1,885.33	2 21561	1,885.33
			S101550655.008	HARD HATS	599.20	1 61561	599.20
			S101550655.010	HARD HATS	599.20	1 61561	599.20
			S101550655.012	HARD HATS	513.60	1 61561	513.60
			S101558195.001	COAL FEEDER DRIVE	1,950.25	2 25125	1,950.25
			S101558195.002	COAL FEEDER DRIVE	565.23	2 25125	565.23
			S101559261.002	SAFETY EQUIPMENT	7,232.10	2 29270	1,500.00
						2 29270	5,732.10
			S101559486.001	COAL FEEDER DRIVE	1,254.89	2 25125	1,254.89
			S101564781.002	SERVICE ENTRANCE SLEEVES	42.80	2 21561	42.80
			S101564781.003	COUPLINGS	242.03	2 21561	242.03
			S101567741.002	FUSE MOUNTINGS, FUSES	17,173.50	2 20389	1,500.00
						2 20389	15,673.50
			S101569327.002	ANALOG INPUT MODULE	2,230.38	2 20682	730.38
						2 20682	1,500.00
			S101571060.001	AC DRIVE MOTOR CONTROL	1,240.68	2 20682	1,240.68
			S101576791.002	THERMAL CAMERA	488.35	2 25820	488.35
			S101578192.003	FUSES	136.42	2 21561	136.42
			S101578222.001	FLOURESCENT LAMPS	558.54	1 61561	558.54
			S101582558.001	MACHINE BOLTS	385.20	2 21561	385.20
			S101583404.001	ELECTRICAL CODE BOOKS	446.95	2 75065	446.95
			S101583534.002	MEMORY DONGLE	155.09	2 25530	155.09
			S101583787.001	COAL FEEDER DRIVE	(2,331.57)	2 25125	(2,331.57)
			S101583787.002	COAL FEEDER DRIVE	1,833.23	2 25125	1,833.23
			S101583787.003	COAL FEEDER DRIVE	(1,859.30)	2 25125	(1,859.30)
			S101586858.001	POLYLLINE ROPE	86.79	2 25940	86.79
			S101590767.001	BAGS, GLOVES	360.04	1 49270	360.04
			S101591846.001	REFUND FOR SOFTWARE TRAININ	(2,782.00)	2 29220	(1,500.00)
						2 29220	(1,282.00)
					34,775.04		34,775.04
34773	42625	KULLY PIPE & STEEL CORP.	672521	TUBING, ADAPTERS, CHISEL	82.82	1 45450	82.82
			673453	CHISEL	11.24	1 45450	11.24
			673543	STEEL PLATES	1,129.77	1 61561	1,129.77
			674024	PIPE	633.46	1 61561	633.46
			674033	WELD ELBOWS	776.38	1 61561	776.38
			674107	ADAPTERS	349.39	2 75115	349.39
					2,983.06		2,983.06
34774	43375	LAYNE CHRISTENSEN COMPANY	89093118	REBUILD & REINSTALL WELL PUMP	32,140.97	1 35052	1,500.00
						1 35052	30,640.97
					32,140.97		32,140.97
34775	44075	LIFEGUARD MD, INC.	6532	AED'S	3,391.69	2 79275	1,500.00
						2 79275	1,891.69
			6547	FIRST AID SUPPLIES	51.39	1 69270	51.39
					3,443.08		3,443.08
34776	44325	LINWELD	15689120	TELEMETRY SYSTEM	63.83	2 75055	63.83
			15693198	WELDING GAS	33.32	2 75065	33.32

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			15751158	HYDROGEN	658.49	2 75055	658.49
			15759118	NITROGEN	11.02	2 25055	11.02
					766.66		766.66
34777	44350	LINCOLN WINWATER CO.	049197 00	CURB SERVICE BOXES	3,903.36	1 61561	3,903.36
			049197 01	VALVE BOXES	372.36	1 61561	372.36
					4,275.72		4,275.72
34778	45325	M R L CRANE SERVICE, INC.	18132	CRANE RENTAL	542.50	2 25135	542.50
34779	45375	M S C INDUSTRIAL SUPPLY CO INC	30542847	MILL SET	576.04	2 25064	576.04
			31531337	DRILL SET	536.97	2 25064	536.97
			31813557	V-ANGLE BLOCK SET	338.52	2 25064	338.52
			32484587	MINI-RATCHET LEVER HOIST	162.62	2 25064	162.62
					1,614.15		1,614.15
34780	45725	MONTE MALOUF JR. & ASSOC.	IN-32411	GARBAGE CAN LINERS	1,968.70	1 61561	1,968.70
34781	46422	MCCARTER & ENGLISH LLP	8117026	LEGAL SERVICES	467.50	1 19230	467.50
34782	47175	MENARDS	37573	SHOP VAC, PEG BOARD HARDWAR	144.52	1 45450	144.52
			37864	RAID BUG SPRAY	134.73	1 45450	134.73
			38005	BREAKER, LUGS, ELECTRIC PARTS	149.56	1 69330	149.56
			38014	CABLE, SPRAYERS, COUPLERS	102.36	1 45450	102.36
			38076	FLASHLIGHTS	42.74	1 35522	42.74
			38081	RACKING BEAMS, CLEANER	108.42	1 45450	108.42
			38195	ALGAECIDE, CHLORINE TABLETS	155.85	1 69330	155.85
					838.18		838.18
34783	50175	MODERN METHODS LEASING INC	56272	COPIER LEASES	1,136.02	1 69210	1,136.02
34784	50775	MOTION INDUSTRIES, INC.	NE05-315603	MOTOR	289.41	2 25135	289.41
34785	51825	N A P A AUTO PARTS	721984	AIR FILTERS	26.21	2 95146	26.21
			722169	INVERTER, FUSES	126.78	1 61842	126.78
			722720	STROBE LIGHT	53.38	1 61842	53.38
			723169	REBUILD VAC COMPRESSOR	365.16	2 75065	365.16
			723443	DUCT CLEANER	23.81	1 61842	7.93
						1 61845	7.94
						1 61845	7.94
			723602	OIL FILTERS, AIR FILTER	25.45	1 61561	25.45
					620.79		620.79
34786	53925	NEBRASKA EYE CARE	18313	PRESCRIPTION SAFETY GLASSES	255.00	2 29275	255.00
			18480	PRESCRIPTION SAFETY GLASSES	268.00	1 39270	268.00
			18519	PRESCRIPTION SAFETY GLASSES	258.00	1 39270	258.00
					781.00		781.00
34787	54125	NEBRASKA MACHINERY CO.	INV190650	PM INSPECTION	527.68	1 45460	527.68
34788	54375	NEBRASKA POWER REVIEW BOAF	070717	ANNUAL ASSESSMENT	4,397.90	2 29230	4,397.90
34789	55070	NEOPOST	070217-790004408	POSTAGE	1,500.00	1 69170	1,500.00
34790	55625	NORTHEAST COMMUNITY COLLEC	201725	SAFETY MEETING SUPPLIES	42.50	2 29270	42.50
34791	56625	O'KEEFE ELEVATOR CO., INC.	00457935	MAINTENENCE AGREEMENT	246.29	2 25115	246.29
34792	57050	ONE CALL CONCEPTS INC	7060364	LOCATING SERVICES	393.60	1 69181	393.60
34793	57975	PARAMOUNT LINEN & UNIFORM	16216	RUG & LAUNDRY SERVICE	18.19	1 45450	18.19
			17424	RUG & LAUNDRY SERVICE	7.70	1 61630	7.70
			18000	RUG & LAUNDRY SERVICE	29.05	1 69330	29.05
			18434	RUG & LAUNDRY SERVICE	31.51	1 69330	31.51
			18453	RUG & LAUNDRY SERVICE	18.19	1 45450	18.19
			18470	RUG & LAUNDRY SERVICE	47.12	2 25065	47.12
			19628	RUG & LAUNDRY SERVICE	7.70	1 61630	7.70
			20546	RUG & LAUNDRY SERVICE	31.51	1 69330	31.51
			20582	RUG & LAUNDRY SERVICE	47.12	2 25065	47.12
					238.09		238.09
34794	58425	PAVELKA TRUCK & TRAILER REPA	71342	ROTATE TIRES, ALIGNMENT	221.47	2 21844	221.47
34795	59125	PIONEER INDUSTRIAL CORP.	67417	FLEX GASKETS	195.30	2 75125	195.30
34796	59275	PIPING RESOURCES, INC.	0256053-IN	SAFETY VALVE	1,625.49	2 25135	125.49
						2 25135	1,500.00
					1,625.49		1,625.49
34797	59575	PLATTS	99347905	GAS DAILY BASIC SERVICE	3,140.00	1 19210	3,140.00

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34798	61325	PROTEX CENTRAL INC	IN00082931	RECHARGE FIRE EXTINGUISHERS	80.31	2 25145	80.31
34799	61590	PUMPING SOLUTIONS, INC.	PU64-1591A	PUMP	1,212.61	2 25120	1,212.61
34800	62975	RAILROAD MGMT. CO. III, LLC	347871	POWER LINE ENCROACHMENT	633.38	2 25930	633.38
34801	63875	RESCO	678115-01 684161-00	TRANSFORMERS ANCHOR RODS	9,148.50 588.50 9,737.00	2 21562 2 21561	9,148.50 588.50 9,737.00
34802	64060	ROAD BUILDERS MACHINERY&SUF	P47006	FILTERS, O-RINGS	103.36	2 95146	103.36
34803	65275	S O S PORTABLE TOILETS, INC.	37044 37163	PORTABLE TOILET RENTAL PORTABLE TOILET RENTAL	97.59 230.05 327.64	2 95126 1 15750	97.59 230.05 327.64
34804	65825	SAPP BROTHERS PETROLEUM, IN	22320340	OIL	840.97	2 25130	840.97
34805	66600	SCHUYLER, JIM	051717	EMPLOYEE REIMBURSEMENT	65.14 65.14	2 25135 2 25700	42.68 22.46 65.14
34806	67325	SERVI-TECH, INC.	H-969007 H-969010 H-969034 H-969043 H-969059 H-969142 H-969170 H-969190 H-969206	WATER TESTING WATER TESTING WATER TESTING WATER TESTING WATER TESTING WATER TESTING WATER TESTING WATER TESTING WATER TESTING	6.05 45.12 18.15 48.40 18.15 36.30 36.30 54.45 12.10 275.02	1 35531 1 30324 1 35531 1 35531 1 35531 1 35531 1 35531 1 35531 1 35531	6.05 45.12 18.15 48.40 18.15 36.30 36.30 54.45 12.10 275.02
34807	67825	SHERWIN-WILLIAMS	8263-9	PAINT, BLUE TAPE	61.71	2 75115	61.71
34808	68045	SICK, INC	1364711	MOTOR, SPLITTER/QUAD DIVIDERS	1,680.21 1,680.21	2 25125 2 25125	180.21 1,500.00 1,680.21
34809	68235	SIEMENS INDUSTRY, INC	5601590753	FIBER RING CARD	1,631.70 1,631.70	2 20371 2 20371	131.70 1,500.00 1,631.70
34810	68975	SOUTH CENTRAL BOBCAT	096921 096977	OIL, AIR & FUEL FILTERS OIL, AIR & FUEL FILTERS	144.94 144.94 289.88	2 75065 2 75065	144.94 144.94 289.88
34811	69275	SPADY, JERRY CHEVY GMC CADIL	12432	REPAIR FRONT AXLE SEALS	599.22	1 61842	599.22
34812	69968	SPRING FRESH CLEANING SERVIC	3082	WAX FLOORS	508.09	2 25065	508.09
34813	70975	R S STOVER COMPANY	INV-482536	REGULATOR	304.02	2 25145	304.02
34814	71925	DON SVOBODA PLUMBING	9945	INSTALL NEW WATER SERVICE	1,375.00	1 35570	1,375.00
34815	73425	THOMAS & BETTS	413275R	INSTALL BACKUP POWER SUPPLY	2,720.00 2,720.00	2 25120 2 25120	1,220.00 1,500.00 2,720.00
34816	73575	THOMSEN OIL CO	248446 248453 248468 248495 263305 263321 263352	DIESEL FUEL DIESEL FUEL DIESEL FUEL DIESEL FUEL IRRIGATION DRIP OIL GASOLINE DIESEL FUEL	1,198.22 924.63 1,288.43 1,057.40 60.92 60.45 61.50 4,651.55	2 95015 2 95015 2 95015 2 95015 1 30296 1 61842 1 61843	1,198.22 924.63 1,288.43 1,057.40 60.92 60.45 61.50 4,651.55
34817	73625	THREE POINTS TIRE SERVICE	16974	ROTATE & BALANCE TIRES	32.00	1 61842	32.00
34818	73774	TITAN MACHINERY-HASTINGS	9581946 GP	FILTERS	166.25	2 75065	166.25
34819	73976	TOM'S TREE SERVICE	1708 1711 1712 1734	TREE TRIMMING & REMOVAL TREE TRIMMING & REMOVAL TREE TRIMMING & REMOVAL TREE TRIMMING & REMOVAL	5,000.00 216.00 831.50 5,000.00 11,047.50	2 25830 2 25830 2 25830 2 25830	5,000.00 216.00 831.50 5,000.00 11,047.50
34820	74730	TRI STATE OIL RECLAIMERS INC	0015239	USED OIL PICKUP	75.00	1 61847	75.00

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34821	76375	UNIVERSAL HYDRAULICS INC.	23102A	COMPRESSOR PARTS	511.76	2 25140	511.76
34822	77450	VIVIAL	00396222 062217	ADVERTISING	135.30	1 69130	135.30
34823	77790	W C ENTERPRISES INC	165	ASH POND EXCAVATION	4,650.00	2 95015	1,500.00
			166	ASH POND EXCAVATION	5,740.00	2 95015	3,150.00
						2 95015	1,500.00
						2 95015	4,240.00
					10,390.00		10,390.00
34824	77800	W P C I	S119675	EMPLOYEE DRUG TESTING	236.00	1 19300	29.50
						1 39300	29.50
						1 69300	29.50
						2 29300	147.50
					236.00		236.00
34825	79125	WELLS FARGO BANK NEBRASKA	17060001340	EBOX FEES	1,441.36	1 69030	1,441.36
34826	79275	WESCO RECEIVABLES CORP	870789	TERMINATOR CONNECTORS	273.65	2 21561	273.65
			871990	COMPRESSION LUGS	317.79	2 21561	317.79
					591.44		591.44
34827	R4340	STAN AMAN	071017	CUSTOMER INCENTIVE PAYMENT	800.00	2 29140	800.00
34828	R4341	GINA ANDERSEN	071217	CUSTOMER INCENTIVE PAYMENT	17.97	1 35571	17.97
34829	R4342	ROXANE GATEWOOD		CUSTOMER INCENTIVE PAYMENT	75.00	1 35571	75.00
34830	R4343	LLOYD KITRELL		CUSTOMER INCENTIVE PAYMENT	75.00	1 35571	75.00
34831	R4344	CHARLES F. SPORE		CUSTOMER INCENTIVE PAYMENT	29.88	1 35571	29.88
34832	R4345	EDWARD J. VACEK		CUSTOMER INCENTIVE PAYMENT	75.00	1 35571	75.00
34833	R4347	CHRIS S. HOLLAND	02051055-20	CUSTOMER REFUND	42.67	1 61841	42.67
34834	R4348	MARIA S. MURILLO	03120060-13	CUSTOMER REFUND	213.82	1 61841	213.82
34835	R4349	LUCAS W. CASSENS	03121202-20	CUSTOMER REFUND	185.00	1 61841	185.00
34836	R4350	ELLEN L. HAGEMEYER	04161820-04	CUSTOMER REFUND	69.37	1 61841	69.37
34837	R4351	KATHY M. HAMSHER	07270480-01	CUSTOMER REFUND	65.12	1 61841	65.12
34838	R4352	TREVOR J. SCHAFER	10371170-03	CUSTOMER REFUND	57.91	1 61841	57.91
34839	R4353	LUKE E. BARTLEY	12450916-03	CUSTOMER REFUND	14.01	1 61841	14.01
34840	R4354	DEREK E. KRAL	13500050-24	CUSTOMER REFUND	157.55	1 61841	157.55
34841	R4355	MARSHA M. MILLS	14550450-14	CUSTOMER REFUND	127.60	1 61841	127.60
34842	R4356	NATHAN R. WESTERBY	14550794-17	CUSTOMER REFUND	73.87	1 61841	73.87
34843	R4357	SID #1 OF CLAY COUNTY,	22822330-02	CUSTOMER REFUND	1,141.71	1 61841	1,141.71
34844	R4358	ROBERT W. LENT	22831802-02	CUSTOMER REFUND	13.57	1 61841	13.57
34845	R4359	STATE OF NEBRASKA	09330550-12	CUSTOMER REFUND	333.90	1 61841	333.90
			10390615-14	CUSTOMER REFUND	146.55	1 61841	146.55
			10401630-17	CUSTOMER REFUND	156.09	1 61841	156.09
					636.54		636.54

Check Report Total 1,007,529.52

Distribution Register by Check



ACH Payments

Printed: 7/14/2017 16:20

From Check Date: 07/24/2017 - To Check Date: 07/24/2017

Check No	Supplier	Supplier Name	Invoice Number	Invoice Description	Invoice Amt	Charge Code	GL Amount
602512	07220	B P ENERGY	1439645	GAS PURCHASES	9,107.90	1 62321	9,107.90
602513	10400	BURLINGTON NORTHERN/SANTA F	220914394	COAL FREIGHT CHARGE	250,177.95	2 22324	250,177.95
602514	12700	CENTRAL PLAINS ENERGY PROJE	061714A697	GAS PURCHASES	41,730.00	1 62321	41,730.00
602515	45205	M & T BANK-457	071417	EMPLOYEE DEFERRED COMP	485.00	1 62417	485.00
602516	58550	PEABODY ENERGY	5000051457	COAL	129,100.10	2 22324	129,100.10
			90737438	COAL	(6,865.65)	2 22324	(6,865.65)
					122,234.45		122,234.45
602517	74325	TRAILBLAZER PIPELINE COMPANY	TPC062017107352	GAS PIPELINE TRANSPORTATION	33,445.28	1 62321	33,445.28
602518	76025	UNITED PARCEL SERVICE	00006838E9267	DELIVERY SERVICE	47.74	1 61630	25.80
						1 69020	14.24
						2 25820	7.70
			00006838E9277	DELIVERY SERVICE	36.71	1 61630	25.80
						2 25820	0.90
						2 85125	10.01
					84.45		84.45
602519	30575	GREAT WEST LIFE	071417	PENSION	95,230.58	1 62415	95,230.58
			071417-1	EMPLOYEE DEFERRED COMP	9,462.42	1 62417	9,462.42
			071417-2	ROTH CONTRIBUTIONS	5,823.52	1 62417	5,823.52
					110,516.52		110,516.52
602520	34375	HERITAGE BANK	070217	INTERNET FEES	15.00	1 69210	15.00
602521	53275	NE DEPT. OF REVENUE	071517	WITHHOLDING	74,666.19	1 62412	74,666.19
602522	53775	NEBRASKA CHILD SUPPORT	071417	REMIT GARNISHMENT	3,283.12	1 62410	3,283.12
602523	76225	UNITED STATES TREASURY		FIT & FICA WITHHOLDING	156,577.26	1 62411	69,793.48
						1 62413	86,783.78
					156,577.26		156,577.26

Check & ACH Total 1,809,852.64
Less Discounts (176.38)
Less Voided Check (86.25)
Total of Checks & ACH Payments 1,809,590.01

Combined 1,257,596.59
Electric 551,993.42
Grand Total 1,809,590.01

Parks & Recreation Department

April 2017

Recreation

- 4/4 – Attended adult softball player's council meeting to classify teams.
Coed C- 3, Coed D – 5, Coed E – 3, Coed E-1 – 12
Mens C – 4, Mens D – 3, Mens E – 4, Mens E-1 - 6
- 4/5 – Interviewed a candidate Recreation Assistant position. Recorded a radio show about upcoming recreation programs.
- 4/6 – Interviewed a candidate for Recreation Assistant and Aquacourt assistant manager position.
- 4/8 – Hosted City wide Easter Egg hunt at Brickyard Park. North Shore Church provided some eggs and volunteers to help.
- 4/11 – Went to a Certified Pool Operator class in Kearney, NE.
- 4/12 – Gave a presentation about the department to leadership Hastings class.
- 4/13 – Gave a presentation about the department to Hastings College facility management class.
- 4/18 – Gave a tour of the Community Center and Aquacourt to Hastings College class. Attended youth softball coaches meeting. 4 teams for 8U rec, 2 teams for 10U rec, 8 teams 10U competitive league.
- 4/19 – Set up 3 new computers at the Aquacourt. Attended ASA umpire registration class.
- 4/20 – Attended Adult softball team captains meeting.
- 4/21 – Met with YWCA and T-dance directors to discuss purchasing scrim material for the Auditorium stage.
- 4/22 – Hosted an Adult Coed Volleyball Tournament at Hastings High School. 12 teams participated.
- 4/25 – Hosted a field clinic for softball umpires at the Smith Complex.
- 4/26 – Bronco girls fast pitch league started.
- 4/27 – Hosted a MLB Pitch, Hit, Run compitiion for ages 7-14. 5 kids attended the event.

Parks

- Mowing the Parks
- Rotary Cleanup
- Easter egg hunt at Brickyard
- Mike Koch, Steve Katzberg, and Terry Brown attended HazWop classes.
- Steve and Terry went to the computer workshops.
- Mike went to Kearney for Pools.
- Soccer season is going strong.
- Planted a Tree at Lincoln Park for Arbor Day by the new shelter.
- Cleanup the Lake area for Disc golf Tournament.
- Started interviews for Part time staff.
- Tournaments have started at the Complex.

Director's Meetings

4/4 Board Sync & Budget
4/6 ASA Softball
4/6 Sol Fest
4/11 Adams County CVB
4/11 A&E Electric
4/17 Boys Scouts
4/20 Sol Fest
4/20 Highland Park Arboretum
4/25 Legion Baseball
4/25 Tree Board
4/27 Parks WWII Interviews
4/27 Department Head
4/28 Arbor Day Program
4/28 Rotary Board

Auditorium

8 of 30 days rented

Cemetery

Adult Burials – 14
Stone Permits – 5
Grave Sales – 4

We have had a few water leaks on the old system in the cemetery but they are all repaired and operational. The cemetery has hired all its seasonal workers. Been trimming, mowing, and spraying the cemetery. Starting to get things ready and looking good for the upcoming Memorial weekend next month.

Parks & Recreation Department

May 2017

Recreation

5/2 – Adult slow pitch softball started. Recorded a radio show on upcoming recreation activities.
5/4 – Hosted a youth track and field meet for 8-13 year olds at Hastings High School. Kiwanis club members helped man the events. Russ Batenhorst with news channel 5 was our announcer. About 40 kids participated.
5/7 – Hosted a bicycle fun day event on the Pioneer Spirit Trail. YMCA, Ellerbrock Insurance, Big G Ace, Hastings Ford Lincoln, Mary Lanning Health cars, Hastings College, Heartland Health Services participated in activities along the trail. 20 bicyclists participated. Bike Helmets and Chamber bucks were given away for prizes.
5/8 – Josie Jacobsen(recreation intern started).
5/11 – Filled the Main Pool with water.
5/12 – Filled the Lazy River and Wave pool with water.
5/13 – Hosted a disc gold tournament at Lake Hastings. 12 golfers participated.
5/16 – Attended a Teen Coed team captain meeting.
5/17 – Sent two pool workers to Grand Island for Certified Pool Operator training class.
5/18 – Attended a score keeper meeting.
5/21 – Coed Teen slow pitch league started. There are 12 teams this year.
5/22 – Youth fast pitch recreation league started.
5/24 – Turned in recreation, auditorium, aquacourt budgets for 2017-18.
5/27 – Aquacourt Opening day was cancelled due to cold weather.
5/28 – First day of Aquacourt. There were 374 patrons. Weather was in the lower 70's.

Parks

Baseball and soccer fields are in high demand. College ball is finishing up, while other leagues are starting up for the summer.
Every weekend, Tournaments are being played in Town or at the Complex.
Water Park, Wading Pools, and Splash Pad were put together filled with water and fired up to run.
Part time workers are slowly coming in. Colleges ran into late May this year.
Mowing and trimming in the Parks has kept us busy also.
Mike Koch retired this month after 29 years of service to the Parks and Rec.

Director's Meetings

5/1 Adult Softball
5/2 HU Water
5/3 Half Marathon
5/3 Adams County CVB
5/11 Adams County CVB
5/11 Highland Park Arboretum
5/16 Lifehouse Church
5/18 HU Water
5/24 A&E Electric
5/26 Rotary Board

Auditorium

17 of 31 days rented

Cemetery

Adult Burials – 14

Stone Permits – 13

Grave Sales – 14

We fertilized, mowed, and trimmed to get ready for Memorial weekend. The Memorial Day program went very well and had a big turnout. We worked extra hours during the week and on Saturdays to make this all happen. Also Courtney Drake from the Parks Dept. has been transferred to the Cemetery Dept. and is doing a good job.

Parks & Recreation Department

June 2017

Ryan Kintigh was hired as a Parks Maintenance Worker II. He has replaced Blake Gibson as Blake was promoted to the Aquatic Maintenance Supervisor position. Ryan worked at Sams Club as a supervisor for over 10 years. He has his own small mowing company on the side.

Kip Sitzmore has passed his 6 month probationary period and is a permanent Cemetery Maintenance Worker I.

Recreation

6/1 – Youth golf league started with a total of 10 kids.

6/2 – Recorded Morning conversation on the radio 1230 am station about upcoming recreation programs. Recorded three radio commercials for Aquacourt amenities, specials and Quick Start Tennis.

6/5-9 - Youth golf Lessons held at Elks golf course. A total of 6 participated.

6/9 – KHAS TV recorded an interview with me about the youth golf League.

6/10 – Helped with the State youth track and Field Meet in Kearney. Our department will be hosting the state meet next year.

6/17 – Hosted a fishing derby for kids. A total of 10 kids participated.

6/19-6/23 - Youth golf Lessons held at Elks golf course. A total of 15 participated.

6/21 – Hosted a players council hearing with a softball player who got reprimanded from the league for behavior.

6/26 – Met with Electrical Inspector(Bill Mooney) to discuss set up of July 4th food vendors.

6/26-6/29 – Youth tennis lessons held at Lochland Country Club. A total of 19 participated.

6/30 - Recorded Morning conversation on the radio 1230 am station about upcoming recreation programs.

Parks

Terry Brown went to Minden to get the Mosquito truck calibrated and attend the workshop.

Albert Pedroza is doing our mosquito surveillance program in conjunction with the Health Department.

Finished installing the Irrigation system and seeded grass at the Adams County Storage Building.

Sprayed and sliced a number of ballfields.

The Legion season at Duncan Field is in full swing.

We are having games 7 days a week at the Smith Complex.

We did have a resignation from newly hired Kevin Mohr. He has decided to start up his own lawn mowing business.

Assisted with the Half Marathon race.

Repaired Heartwell Park fountain with a new motor.

Director's Meetings

6/1 Safety Meeting
6/7 Museum
6/8 Adams County CVB
6/8 City Budget
6/13 Duncan Field Tour
6/15 City Parking Lot Landscape
6/21 Pool Managers
6/27 Recreation Program Software

Auditorium

10 of 30 days rented

Cemetery

Adult Burials – 10
Stone Permits – 11
Niche Sales – 3
Grave Sales – 14

We have started to water the North Terrace of the cemetery and Mt. Sinai. We have also been working on edging the grass along the cement throughout the cemetery, along Elm St, and along the 12th street sidewalk and Mt. Sinai. Been mowing and trimming and watering sodded graves.

CITY OF HASTINGS PUBLIC SERVICES
ENGINEERING, STREET & LANDFILL
REPORT FOR June 2017

June 01: Hastings Library Renovation-OAC Meeting (Site visit to follow as necessary)

June 02: Meeting with Dave Reicks to discuss ground north of 42nd

June 07: Pre-Construction meeting regarding R-2017 Arterial and Residential projects

June 14: NDOR meeting in Grand Island regarding the HWY 6 project

June 15: Hastings Library Renovation-OAC Meeting (Site visit to follow as necessary)
Hastings Police Station Weatherization Project

June 16: NBCS Meeting in Lincoln

June 19: Meeting with Larry from Olsson Associates

June 20: Meeting regarding the alley design for 1st Street to 2nd Street-Colorado Avenue to
Minnesota Avenue
Budget meeting with Joe Patterson

June 22: Meeting with Alan Anderson

June 27: National Functional Classifications meeting-to answer questions on the proposed
classification in Adams County

June 28: Hastings Library Renovation-OAC Meeting (Site visit to follow as necessary)
Hastings Police Station Weatherization Project
Airport Rental Discussion with Don Threewitt, Dave Wacker, Jack Newlun, Joe Patterson
and Dave Ptak

June 29: Phone conference regarding floodplain issues with Chuck Chase from CAV, Deb
Bergmann, Mark Evans

Miscellaneous:

- Conducted Utility/Engineering Staff Meetings and Work sessions
- Internal Staff Meetings
- Administration/Inspection oversight of projects

Respectfully submitted,


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

SOLID WASTE/WOOD WASTE VOLUME AND REVENUE REPORT

Month of JUNE 2017

SOLID WASTE FACILITY

Hastings/Adams County

Loose Tonnage	1,180.61 •
Compacted Tonnage	1,823.25 •
Special Waste Tonnage	3.16 • Asbestos = 2.86 T
Industrial Waste I Tonnage	30.01 •
Industrial Waste II Tonnage	0.15 •
Contaminated Soil/Sands	459.89 •

Regional Five-County Area

Loose Tonnage	503.58 •
Compacted Tonnage	601.52 •
Special Waste Tonnage	12.00 • Asbestos
Industrial Waste I Tonnage	0.00 •
Contaminated Soils/Sands	0.00 •
	4,614.17 •*

WOOD WASTE FACILITY

Hastings/Adams County and Regional Five-County Area

Total Tonnage of Incoming Wood Waste	194.45 *
Total Tonnage of Incoming Green Waste	3.16 *
	4,811.78 *

REVENUE INCOME

Solid Waste Facility

Cash	\$14,218.14	4 RCC Redeemed = .981T (1,959 lbs) = \$42.00, Freon App=\$94.50 (9 Units), Dirt=2 cy
Charge	\$164,627.63	
Special Waste Fees	\$1,495.00 *	
Industrial Waste I Fees	\$1,710.57 *	
Industrial Waste II Fees	\$76.00 *	
Contaminated Soils/Sand	\$17,475.82 *	
		* \$20,757.39

Wood Waste Facility

Incoming Wood Waste Revenue	\$7,357.14	No-RCC Redeemed.
Total Revenue of Natural Wood Chip Sales	\$661.52	
Incoming Green Waste Revenue	\$157.86	
Total Revenue of Compost Sales	\$33.76	
		* \$8,210.28

*REVENUE GRAND TOTAL FOR THE MONTH

\$187,056.05

*Special Waste/Industrial Waste/Contaminated Soil & Sand charges included in charge amount

Prepared By: Janet Johnson Checked By: Michelle Ford
Julianne Brown

Updated 7/12/17

CITY OF HASTINGS
2016-2017 LANDFILL MONTHLY TOTALS

MONTH	HASTINGS/ADAMS COUNTY					OUTSIDE ADAMS COUNTY					CASH	CHARGE	SPEC/INDR	TOTAL	DC/CY	RATIO CY/TON
	L-TON	C-TON	SP	IW1/IW2	SOIL/SAND	L-TON	C-TON	SP	IW	S/S			SOIL/SANDS*			
10/2016	1,302.19	1,513.08	0.78	8.20	598.86	279.14	598.91	0.08	0.00	0.00	16,477.78	149,364.08	23,713.60	165,841.86	1,067	4.031/1
11/2016	632.88	1,635.66	0.00	25.45	526.78	188.23	582.62	1.07	0.00	0.00	8,908.41	129,657.12	21,641.02	138,565.53	607	5.919/1
12/2016	822.42	1,704.14	0.00	0.05	523.27	217.34	537.51	0.00	0.00	4.55	6,961.65	139,479.02	20,514.38	146,440.67	650	5.86/1
01/2017	674.28	1,450.81	0.00	12.69	627.97	222.66	614.33	0.01	0.00	0.00	6,082.84	132,137.49	24,752.55	138,220.33	276	13.053/1
02/2017	1,212.75	1,381.15	0.00	36.75	502.75	809.71	508.43	0.00	0.00	0.00	7,611.52	163,694.36	21,267.84	171,305.88	749	5.943/1
03/2017	1,362.99	1,692.75	4.41	29.82	587.76	266.50	545.48	5.36	0.00	0.00	9,800.14	163,797.19	25,107.65	173,597.33	1,105	4.068/1
04/2017	928.24	1,534.31	3.69	15.30	426.17	332.92	583.70	1.95	0.00	0.00	11,053.92	136,578.62	17,660.30	147,632.54	1,661	2.304/1
05/2017	865.94	1,791.64	10.76	84.41	508.44	290.03	719.48	0.00	0.00	0.00	11,377.24	155,320.55	25,338.55	166,697.79	172	24.830/1
06/2017	1,180.61	1,823.25	3.16	30.16	459.89	503.58	601.52	12.00	0.00	0.00	14,218.14	164,627.63	20,757.39	178,845.77	712	6.481
07/2017														0.00		
08/2017														0.00		
09/2017														0.00		
TOTAL	8,982.30	14,526.79	22.80	242.83	4,761.89	3,110.11	5,291.98	20.47	0.00	4.55	92,491.64	1,334,656.06	200,753.28	1,427,147.70	6,999	---

Oct 2016 / No RCC Redeemed

Nov 2016 / 2 RCC Redeemed = .357 T (713 lbs) = \$21.00

Dec 2016 / 1 RCC Redeemed = .28 T (553 lbs) = \$10.50

Jan 2017 / No RCC Redeemed

Feb 2017 / No RCC Redeemed

Mar 2017 / 1 RCC Redeemed = .10 T (200 lbs) = \$10.50

Apr 2017 / 1 RCC Redeemed = .28 T (553 lbs) = \$10.50

May 2017 / 2 RCC Redeemed = .52 T (1,033 lbs) = \$21.00

June 2017 / 4 RCC Redeemed = .981 T (1,959 lbs) = \$42.00

***March 2017 - 128.72 T Street Sweepings N/C stockpiled for future LF use. Not included in March's tonnage.

Prepared By:

Janet Johnson

Checked By:

Michelle Ford
Shelaine Brown

Industrial Waste I & Industrial Waste II

*Spec/Ind Waste/Soil/Sand Waste added together-Total \$'s

Updated 7/12/17

CITY OF HASTINGS
2016-2017 WOOD WASTE FACILITY MONTHLY TOTALS

MONTH	TOTAL TON INCOMING WOOD WASTE	TOTAL INCOMING \$	TOTAL CY STD CHIP SALES	TOTAL CY PREM CHIP SALES	TOTAL CHIP SALES	GRAND TOTAL	
10/2015	127.02	\$5,003.30	41.00	29.00	\$165.66	\$5,168.96	Parks - 14 cy Prem Chips, H10-J19 1.62 T Wd N/C,
11/2015	125.11	\$4,688.92	172.00	11.00	\$357.67	\$5,046.59	Parks - 30 cy Stand Chips, 6.20 T Wd N/C
12/2015	181.01	\$4,446.50	105.00	0.00	\$221.55	\$4,668.05	Parks 66.69 T Wd N/C *12/25/16 Wind Storm/Tree Damage N/C, Public Est'd 1,081 cy, Parks Est'd 276 cy, Street Est'd 38 cy
01/2016	219.24	\$5,367.76	4.00	0.00	\$8.44	\$5,376.20	Parks 83.07 T Wd N/C & Xmas Trees = 2.06 N/C, Street .10 Wd N/C. *1/15-16/17 Ice Storm-Tree Damage N/C, Free Trees 1/17-21/17. Public Est'd 453 cy, City Est'd 377 cy
02/2016	227.90	\$5,460.24	248.00	0.00	\$523.28	\$5,983.52	Parks 91.73 T Wd N/C, St. 15 T Wd N/C
03/2016	158.22	\$5,439.86	43.00	57.00	\$390.09	\$5,829.95	Parks 23.01 T Wd N/C, St. 32 T Wd N/C
04/2016	182.43	\$6,996.30	57.00	125.00	\$743.97	\$7,740.27	Parks-10.64 T Wd N/C, St. .05 T Wd N/C, Parks- 6 cy Prem Chips N/C
05/2016	211.11	\$7,983.78	8.00	103.00	\$454.87	\$8,438.65	Parks=10.87 T Wd N/C, Street=1.98 T Wd, Parks-Prem Chips=20 cy N/C
06/2016	194.45	\$7,357.14	37.00	153.00	\$661.52	\$8,018.66	Parks=16.79 T Wd N/C, Street=.09 Wd N/C, Parks- Prem Chips=42 cy N/C
07/2016						\$0.00	
08/2016						\$0.00	
09/2016						\$0.00	
TOTALS	1,626.49	\$52,743.80	715.00	478.00	\$3,527.05	\$56,270.85	

Prepared By:

Janet Johnson

Checked By:

Michelle Ford
Chelcyne Brown

CITY OF HASTINGS
2016-2017 GREEN WASTE & COMPOST MONTHLY TOTALS

MONTH	TOTAL TON INCOMING GREEN WASTE	TOTAL INCOMING \$	TOTAL CY COMPOST SALES	TOTAL \$ COMPOST SALES	GRAND TOTAL
10/2016	5.98	\$342.64	0.00	\$0.00	\$342.64
11/2016	3.82	\$304.74	0.00	\$0.00	\$304.74
12/2016	3.62	\$187.64	0.00	\$0.00	\$187.64
01/2017	0.48	\$48.00	0.00	\$0.00	\$48.00
02/2017	1.16	\$65.84	0.00	\$0.00	\$65.84
03/2017	3.73	\$206.26	2.00	\$4.22	\$210.48
04/2017	4.04	\$196.76	6.00	\$12.66	\$209.42
05/2017	2.89	\$149.96	5.00	\$10.55	\$160.51
06/2017	3.16	\$157.86	16.00	\$33.76	\$191.62
07/2017					\$0.00
08/2017					\$0.00
09/2017					\$0.00
TOTALS	28.88	\$1,659.70	29.00	\$61.19	\$1,720.89

Prepared By: Janet Johnson Checked By: Michelle York
Julianne Brown

CITY OF HASTINGS

2016-2017 USED OIL/ANTI-FREEZE COLLECTION MONTHLY TOTALS

MONTH	TOTAL INCOMING USED OIL (GAL)	TOTAL INCOMING ANTI-FREEZE (GAL)	TOTAL INCOMING \$	
10/2016	35.00	1.00	\$8.00	LF - 4 gal N/C
11/2016	15.00	30.00	\$11.25	
12/2016	20.00	0.00	\$4.50	LF - 2 gal N/C
01/2017	0.00	0.00	\$0.00	
02/2017	14.00	0.00	\$3.50	
03/2017	23.00	0.00	\$5.50	LF - 1 gal N/C
04/2017	30.00	0.00	\$7.50	
05/2017	38.00	0.00	\$9.50	LF - 2 gal N/C
06/2017	130.00	1.00	\$21.50	LF - 45 gal N/C
07/2017				
08/2017				
09/2017				
TOTALS	305.00	32.00	\$71.25	

Prepared By: Janet Johnson Checked By: Michelle Ford
Shelley Brown



MONTHLY ACTIVITY REPORT

Month	July	Year	2017	Street Division	
Activity	#			Billed Out	Paid Out
1 Asphalt Street & Alley Maintenance	121.2	Tonnage			
2 Central Garage	34	Equipment/ Vehicles Service & Repair		\$128.08	\$4,671.29
3 Public Requests (phone, verbal, etc.)	6				
4 Public Requests Completed	4				
5 Concrete Street Maintenance	7	Contractor/ Utility Street Openings			
	4	Work Orders/Repair Street, Curbs, Inlets			
	246.25	Cubic Yards of Concrete			
6 Drainage Ditch line Maintenance	39	Machine Hours			
7 Gravel Road & Alley Maintenance	41	Machine Hours			
	0	Tons of Gravel/ Rock			
8 Litter Control/ Storm Damage	0.27	lbs.			
9 Mowing Public Right of Way	342	Machine Hours			
10 On-Call/Fires,Accidents,Storm Calls	2	Incidents			
11 Painting Streets & Parking Lots	230	Gallons of Paint			
12 Sign Maintenance	1	Signs Replaced or Requiring Maintenance			
	3	Replace Damaged Signs			
	5	Place New Signs			
13 Snow Removal & Ice Control	0	Equipment Hours Used for Snow Removal			
	0	Equipment Mileage Used for Ice Control			
14 Special Events Requiring Overtime	0	Events			
15 Street Sweeping	556	Miles of Street			
	620	Cubic Yards of Material			
16 Inlet Cleaning	1.25	Cubic Yards of Material			
17 Weed Control	42	Gallons of Chemicals			
18 Crack Seal Program	0	lbs. of Tar			
19 Unleaded Fuel	0	Gallons			
20 Diesel Fuel	0	Gallons			

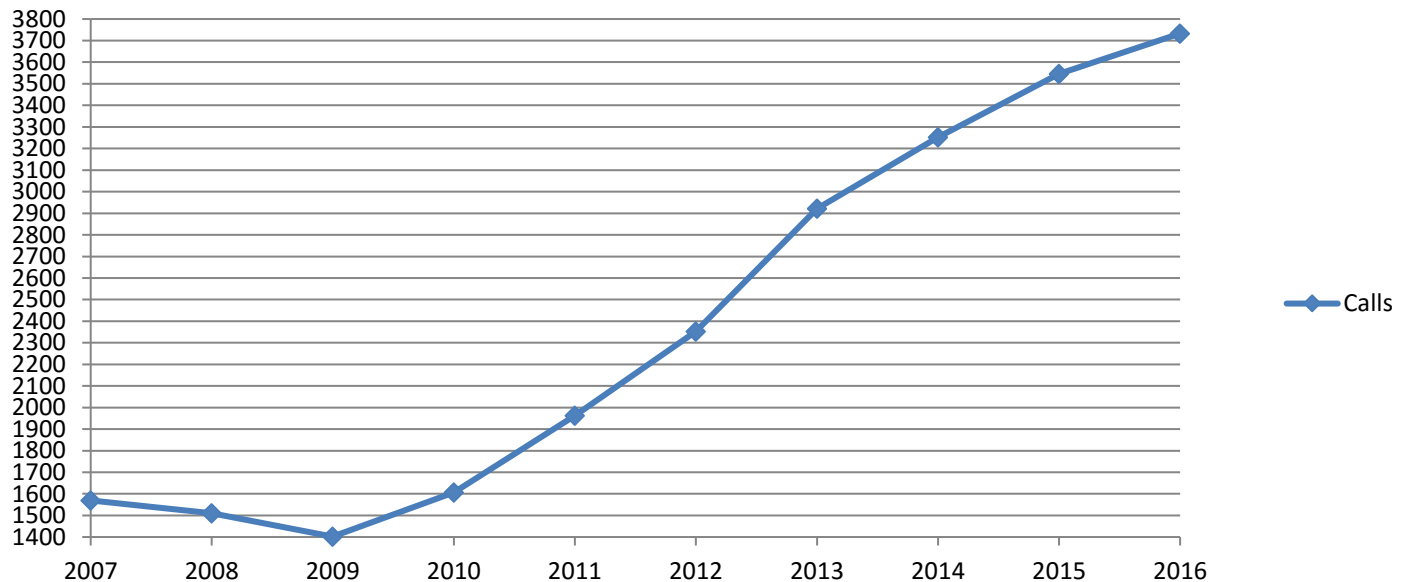
HASTINGS FIRE & RESCUE

MONTHLY COUNCIL REPORT

JUNE 2017



Calls For Help



INCIDENT RESPONSES

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
FIRE RESPONSES													
Fire	7	13	8	5	8	11							52
Overpressure Rupture, Explosion, Overheat	0	0	2	1	0	1							4
Rescue & EMS	184	161	172	165	196	179							1057
Hazardous Conditions	9	10	6	10	6	3							44
Service Calls	25	8	15	19	18	26							111
Good Intent Call	26	32	22	27	15	21							143
False Alarms	13	16	13	5	12	16							75
Total Fire Incidents	264	240	238	232	255	257							1486
AMBULANCE RESP.	278	221	247	250	261	330							1587

HELPING OUR NEIGHBORS

	<u>2015</u>	<u>2016</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Yr-to-Date</u>
Bladen	6	2	0	1	0	1	0	0							2
Blue Hill	29	23	3	0	1	1	0	0							5
Campbell	5	3	1	0	0	0	1	3							5
Clay Center	16	14	3	2	1	0	2	1							9
Doniphan	0	1	0	0	0	0	0	0							0
Edgar	9	4	0	0	0	0	0	1							1
Fairfield	6	5	0	1	2	1	0	1							5
Glenvil	4	2	0	1	0	1	0	0							2
Grand Island	0	0	0	0	0	0	0	0							0
Harvard	8	9	1	0	1	2	0	0							4
Hastings Rural	96	93	11	7	9	7	4	10							48
Holstein	8	4	1	0	1	0	1	0							3
Juniata	16	26	1	0	0	0	0	0							1
Kenesaw	20	13	2	1	1	2	0	2							8
Lawrence	5	10	0	0	2	0	0	0							2
Red Cloud	1	0	0	0	0	0	0	0							0
Roseland	6	5	0	0	3	0	0	0							3
Sutton	20	30	2	0	2	1	0	0							5
Trumbull	5	5	0	0	0	0	0	0							0
TOTAL	260	249	25	13	23	16	8	18	0	0	0	0	0	0	103

Permits Issued

	Issued	Fees
Burn Permits	22	\$220
Fire & EMS Reports	2	\$ 10
Candle Permits	6	No Charge

Members Joining / Leaving the Department

Joining: Gavin Gray

Leaving: Linda Waldron

Employee Highlights / Significant Events

EMS REVENUE

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2017	55,636	53,598	74,999	57,786	60,728	63,901							\$366,648
2016	80,131	43,038	77,993	52,613	56,798	64,418	48,421	53,426	54,978	46,408	55,205	46,168	\$679,597
2015	23,723	31,856	61,356	60,841	38,864	52,084	66,906	46,352	45,119	45,838	45,907	49,191	\$568,037
Adams Co. Subsidy:			\$62,500/yr				MLH Subsidy:				\$25,000/yr		

COLLECTIONS

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2017													
Sent	12,711	13,071	8,251	11,032	9,269	20,785							\$75,119
Rec'd	9,965	3,714	2,844	277	2,537	381							\$19,718
2016													
Sent	21,054	7,724	24,898	11,909	10,070	8,649	13,889	17,940	14,227	15,034	18,735	24,122	\$188,251
Rec'd	1,770	1,020	1,125	1,287	2,728	4,018	1,101	1,840	3,187	1,449	2,143	0	\$ 21,668
2015													
Sent	7,871	8,077	7,252	4,949	12,130	9,093	18,643	12,903	5,568	18,184	14,855	18,398	\$137,923
Rec'd	0	0	0	4,874	1,114	1,041	1,284	2,411	1,027	422	625	2,030	\$ 14,828

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: 08.19.17 Event Name: SASA Sticks & Stones 5K Walk/Run
1mi walk

Contact Person: Brittany Rees Phone: 402 463 5810

Address: 220 S. Burlington Suite #4 Hastings NE 68901

Email: communityed@hastings Daytime Phone: 402 463 5810
sasa.com

Name of Organization Hosting Event: SASA Crisis Center Inc.

Type of Organization (Please select from the following):

Individual _____

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

____ Corporation ____ LLC X Other _____

If Other, please provide name: Non-profit

Organization Address: 220 S. Burlington Suite #4 Hastings NE
68901

Organization Email: communityed@hastings Organization Phone: 402 463 5810
sastingssasa.com

Type of Event: Run/Walk

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

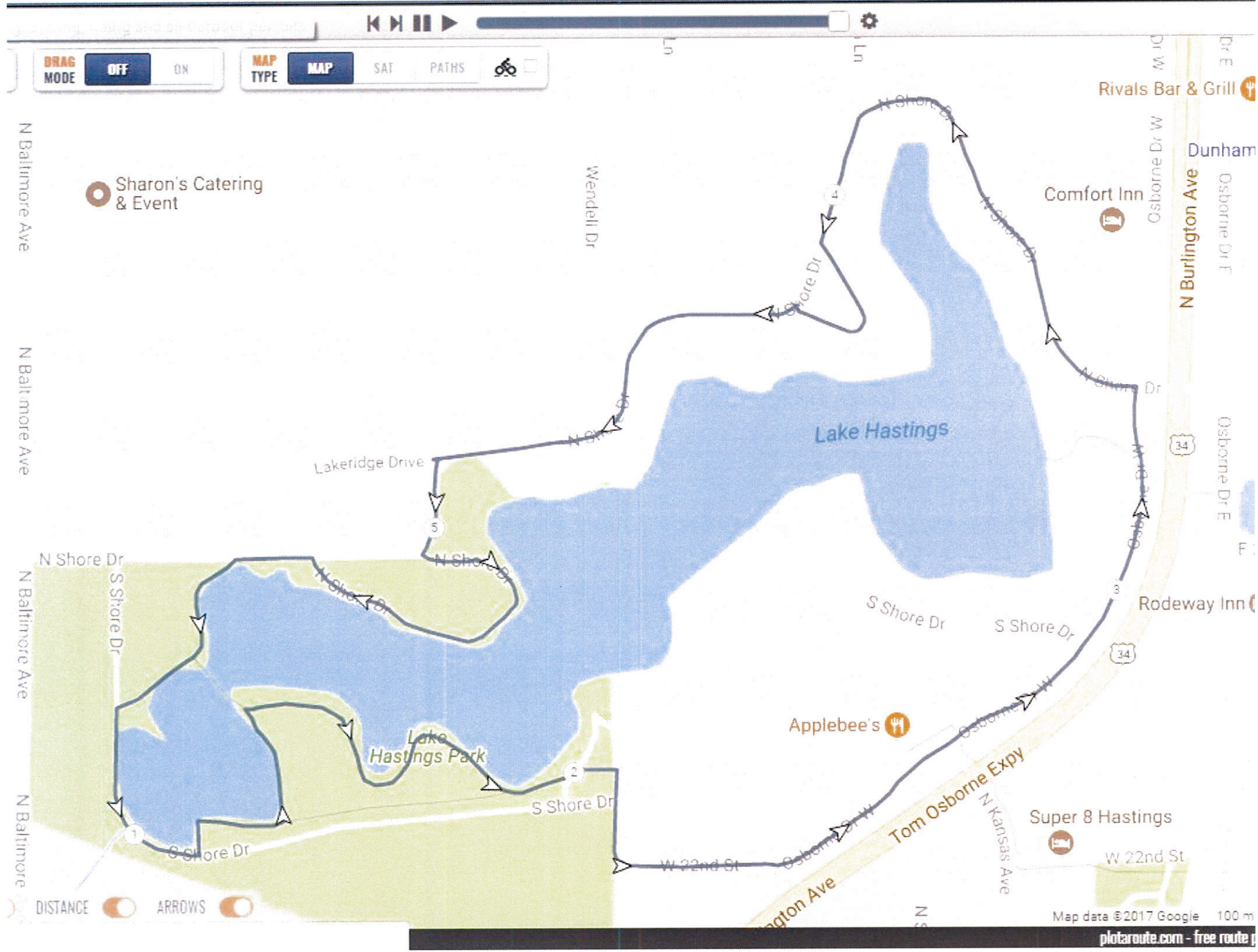
Please describe activities included in this event: running, walking,
vendors, awards

Event Location: Hastings Lake

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





SASACRI-01

BGRIESS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/06/2017

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

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

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

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X		HHS856422110	08/22/2016	08/22/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			HHS856422110	08/22/2016	08/22/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0			HHS856422110	08/22/2016	08/22/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ Aggregate \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

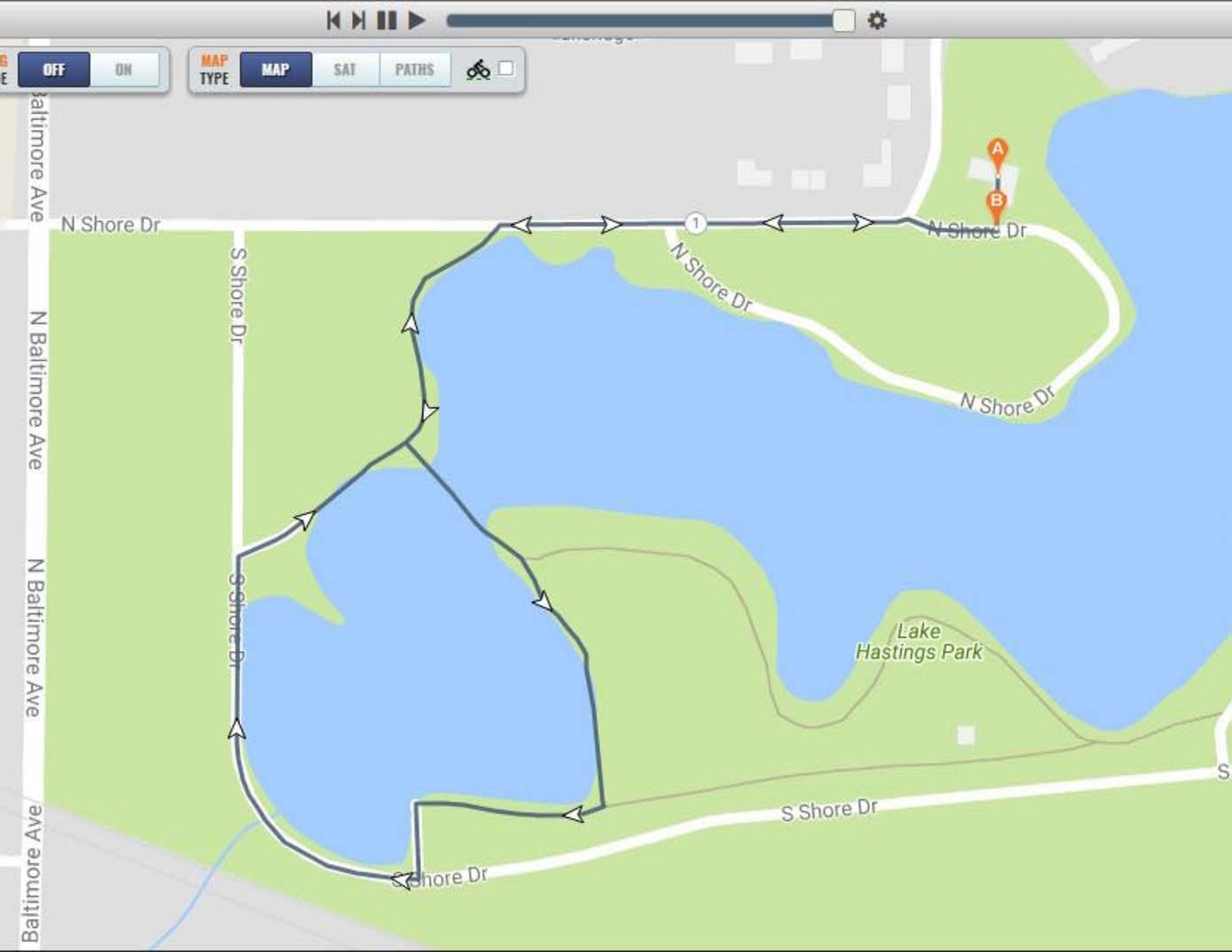
CERTIFICATE HOLDER

CANCELLATION

City of Hastings
220 North Hastings Avenue
Hastings, NE 68901

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

AUTHORIZED REPRESENTATIVE



**MANAGER APPLICATION
INSERT - FORM 3c**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

Office Use

RECEIVED

JUL 06 2017

**NEBRASKA LIQUOR
CONTROL COMMISSION**

MUST BE:

- ✓ Citizen of the United States. Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application
- ✓ 21 years of age or older

Corporation/LLC information

Name of Corporation/LLC: BAR Stores, Inc

Premises information

Liquor License Number: 078150 Class Type C (if new application leave blank)

Premises Trade Name/DBA: Russ's Market 7

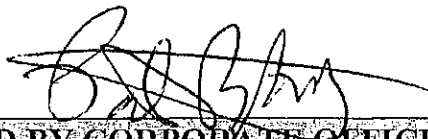
Premises Street Address: 611 North Burlington

City: Hastings County: Adams Zip Code: 68901

Premises Phone Number: 402-463-3574

Premises Email address: Storedirector07@brstores.com

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information here.



SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

(Faxed signatures are acceptable)

Manager's information must be completed below. PLEASE PRINT CLEARLY.

Last Name: STEIDER First Name: ROBERT MI: 6

Home Address: _____

City: LINCOLN County: LANCASTER Zip Code: 68526

Home Phone Number: _____

Driver's License Number & State: _____

Social Security Number: _____

Date Of Birth: _____ Place Of Birth: LINCOLN, NE.

Email address: ROB @ BR STORES. COM

Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted).

☒ YES

☐ NO

Spouse's information:

Spouses Last Name: STEIDER First Name: JEANETTE MI: R

Social Security Number: _____

Driver's License Number & State: _____

Date Of Birth: _____ Place Of Birth: LINCOLN, NE

APPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST TEN (10) YEARS.

APPLICANT			SPOUSE		
CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
LINCOLN, NE	11/03	present			

MANAGER ELASTICITY OF EMPLOYERS

YEAR FROM TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
6/92 Present	B + R STORES	MARK GREEN	

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea, include traffic violations. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

☐ YES ☐ NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
ROBERT STEINER	?? / 1994	NEBRASKA	MIP	DISMISSED
	?? / 199?	NEBRASKA	TRAFFIC ACCIDENT	

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

☒ YES ☐ NO

IF YES, list the name of the premise(s):

SUPER SAVER 9

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

☐ YES ☐ NO

4. List the alcohol related training and/or experience (when and where) of the person making application.

*NLCC Training Certificate Issued: _____ Name on Certificate: _____

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
ROBERT STEIDER	02/2016	RBST NEBRASKA
VI	02/2016	LINCOLN BEVERAGE/SELLER PERMIT

*For list of NLCC Certified Training Programs see [training](#)

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
ROBERT STEIDER	6/1992	B+R STORES INC.
SPRITS DIVISION		

5. Have you enclosed form 147 regarding fingerprints?

☒ YES ☐ NO

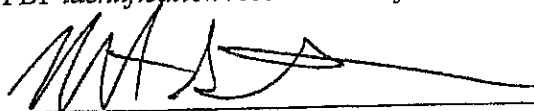
PERSONAL OATH AND CONSENT OF INVESTIGATION

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has NO interest directly or indirectly, a spousal affidavit of non-participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.



Signature of Manager Applicant



Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska
County of

Lancaster

The foregoing instrument was acknowledged before me this

April 25, 2017

date

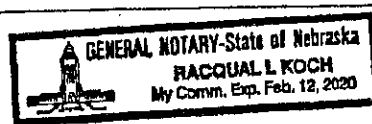
by Robert Steider & Jeanette Steider

NAME OF PERSON BEING ACKNOWLEDGED



Notary Public signature

Affix Seal



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

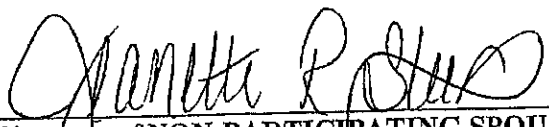
**SPOUSAL AFFIDAVIT OF
NON PARTICIPATION INSERT**

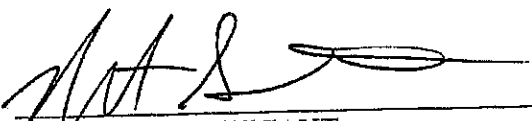
NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

Office Use

☒ I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will not have any interest, directly or indirectly in the operation of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices, represent myself as the owner or in any way participate in the day to day operations of this business in any capacity. The penalty guideline for violation of this affidavit is cancellation of the liquor license.

☐ I acknowledge that I am the applicant of the non-participating spouse of the individual signing below. I understand that my spouse and I are responsible for compliance with the conditions set out above. If, it is determined that my spouse has violated (§53-125(13)) the commission may cancel or revoke the liquor license.


Signature of **NON-PARTICIPATING SPOUSE**
JEANNETTE R STEIDER
Print Name


Signature of **APPLICANT**
ROBERT STEIDER
Print Name

State of Nebraska, County of LANCASTER

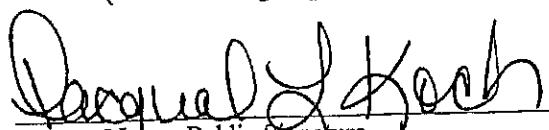
State of Nebraska, County of Lancaster

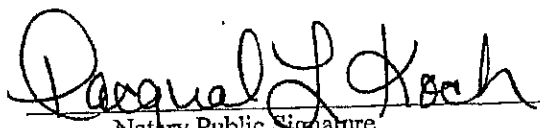
The foregoing instrument was acknowledged before me
this April 25, 2017 (date)

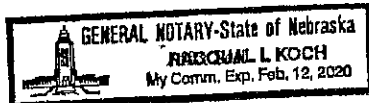
The foregoing instrument was acknowledged before me
this April 25, 2017 (date)

by Jeanette Steider
Name of person acknowledged
(Individual signing document)

by Robert Steider
Name of person acknowledged
(Individual signing document)


Notary Public Signature


Notary Public Signature



In compliance with the ADA, this spousal affidavit of non participation is available in other formats for persons with disabilities.
A ten day advance period is requested in writing to produce the alternate format.



317 SOUTH BURLINGTON, HASTINGS, NEBRASKA 68901

Date: July 12, 2017

TO: Joe Patterson, City Administrator

From: Detective Allen Sedlak

Re: Liquor Application

I have reviewed the Application for License, B & R Stores Inc. Submitted by Robert Steider, 9610 Glass Ridge Ct. Lincoln, NE, d.b.a. Russ's Market #7 located at 611 North Burlington Avenue, Hastings Nebraska.

I have not discovered any information that would disqualify either the applicant or the establishment.

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: Oct. 27th, 2017 Event Name: Monster Bash 5K Cemetery Run

Contact Person: Anna Flairty Phone: (402) 319-6336

Address: 710 N. Turner Ave. Hastings, NE

Email: afairty15@hastings.edu Daytime Phone: (402) 319-6336

Name of Organization Hosting Event: Hastings College

Type of Organization (Please select from the following):

Individual School Organization

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

Student Association

☐ Corporation ☐ LLC ☐ Other

If Other, please provide name: Student Association

Organization Address: 710 N. Turner Ave. Hastings, NE

Organization Email: afairty15@hastings.edu Organization Phone: (402) 319-6336

Type of Event: 5K Race

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

Please describe activities included in this event: Costume contest,
5K Race / walk

Event Location: Lynn Farrell Arena & Parkview Cemetery

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: 6:00pm End Time of Event: 9:00pm



Start

Finish



Parkview Cemetery

Longston Butler and Funeral Home

E 12th St

E 12th St

E 12th St

E 12th St

E 12th St

E 12th St

E 12th St

Osborne Athletics Complex Parking



Lloyd Wilson Field



A H Jones Stadium



Lynn Farrell Arena

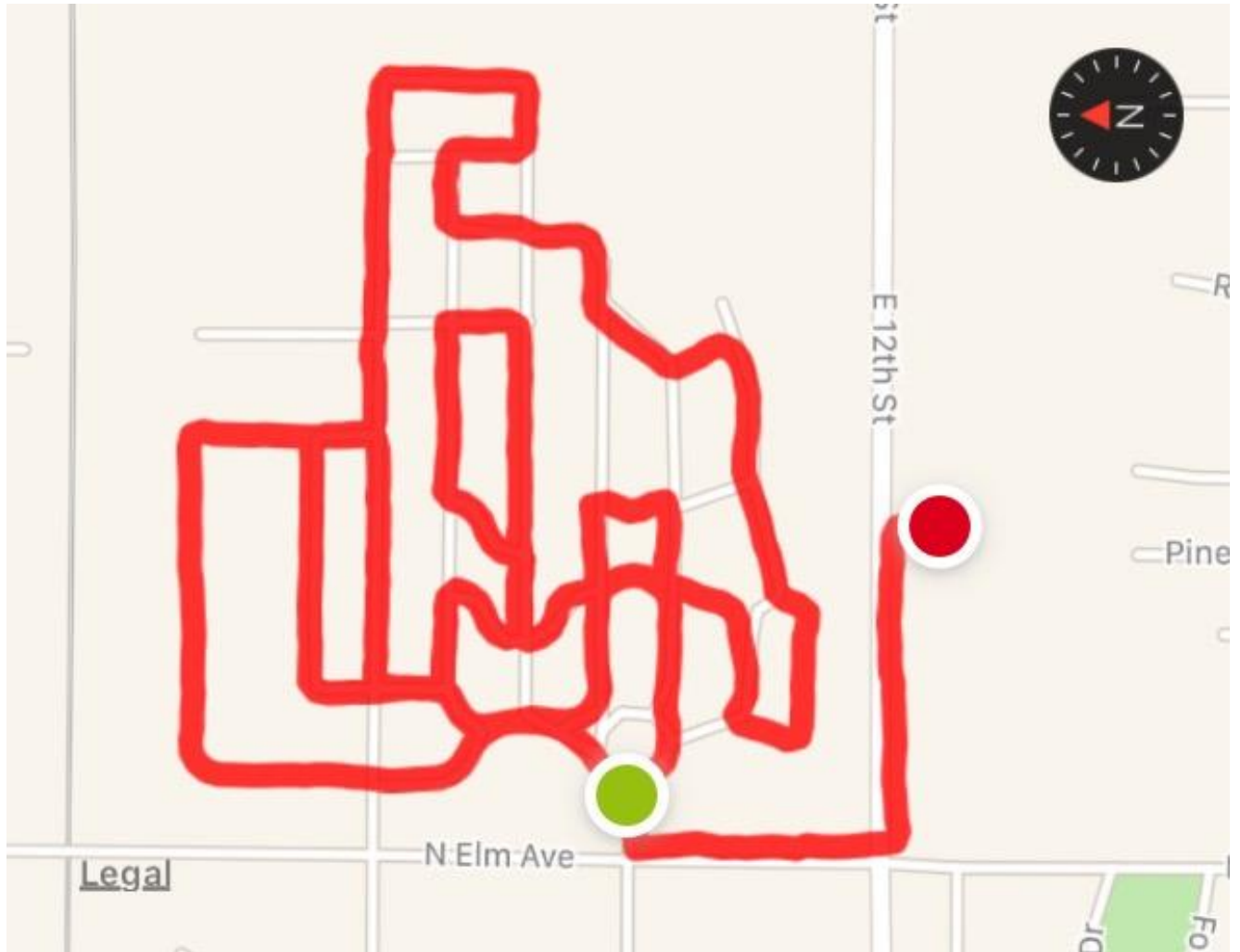


checkin

Google

Track and Field (

The red dot is at the arena and the green dot is the gates of the cemetery.





HASTCOL-01

JNORTHTRUP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/17/2017

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.

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PRODUCER Ellerbrock-Norris Agency, Inc. P.O. Box 816 Hastings, NE 68902-0816	CONTACT NAME: Jessi Northrup, CIC, CISR	
	PHONE (A/C, No, Ext): (402) 463-2461 700106 FAX (A/C, No):	
	E-MAIL ADDRESS: jnorthrup@eni-grp.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Travelers Insurance	27998
INSURED Hastings College 710 N. Turner Avenue Hastings, NE 68901	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X		6300G48669A	07/01/2017	07/01/2018	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	X UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			CUP4174L192	07/01/2017	07/01/2018	EACH OCCURRENCE \$ 10,000,000
							AGGREGATE \$ 10,000,000
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		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)

Blanket additional insured endorsement on General Liability applies to holder if required by written contract or agreement executed prior to loss.

CERTIFICATE HOLDER

CANCELLATION

City of Hastings
220 North Hastings Avenue
Hastings, NE 68901

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

AUTHORIZED REPRESENTATIVE

Department: City Clerk
Staff Contact: Lori Vorderstrasse, Kim Jacobitz
Council Meeting Date: 07/24/2017

AGENDA ITEM SUMMARY SHEET

Description of Item:

Public hearing on the application of Ninja Steak Sushi House II, Inc. dba "Ninja Steak Sushi House II" for a Class "I" Liquor License at 235 South Burlington Avenue.

Resolution No. 2017-20. . . Approving/denying the application of Ninja Steak Sushi House II, Inc. dba "Ninja Steak Sushi House II" for a Class "I" Liquor License at 235 South Burlington Avenue.

Names of People/Business affected by this action:

Citizens of Hastings

Why Council action is required:

State Statutes

Type of action requested:

Resolution

Suggested motion:

Resolution No. 2017-20. . . Approving/denying the application of Ninja Steak Sushi House II, Inc. dba "Ninja Steak Sushi House II" for a Class "I" Liquor License at 235 South Burlington Avenue.

Deadlines associated with action:

The Council has 45 days to conduct a hearing after the date of receipt of the notice from the Liquor Control Commission.

Department head comments:

The Building Inspector and the Police Department findings regarding the liquor license application and manager application are attached.

City Administrator comments:

Recommend Approval

RESOLUTION NO. 2017-20

BE IT RESOLVED by the Mayor and City Council of the City of Hastings, Nebraska, that after hearing had as required by law, consideration of the facts of this application, the Nebraska Liquor Control Act, and the pertinent city ordinances of the City of Hastings, Nebraska:

_____ The Hastings City Council hereby recommends that the application of Ninja Steak Sushi House II, Inc. dba "Ninja Steak Sushi House II" for a Class "I" Liquor License for the license period ending April 30, 2018, at 235 South Burlington Avenue, Hastings, Nebraska, be approved.

_____ The Hastings City Council hereby recommends that the application of Ninja Steak Sushi House II, Inc. dba "Ninja Steak Sushi House II" for a Class "I" Liquor License for the license period ending April 30, 2018, at 235 South Burlington Avenue, Hastings, Nebraska, be denied for the following reasons:

BE IT FURTHER RESOLVED, that the City Clerk is directed to transmit a copy of this Resolution to the Nebraska Liquor Control Commission.

PASSED AND APPROVED this _____ day of _____, 2017.

Mayor

ATTEST:

City Clerk

(S E A L)

Approved as to form:

City Attorney

PREMISES INFORMATION

Trade Name (doing business as) NINJA STEAK SUSHI HOUSE II INC

Street Address #1 235 S Burlington Ave

Street Address #2 _____

City Hastings County NE Adams Zip Code 68901

Premises Telephone number 416 944 8888 - cell # premises -

Business e-mail address NINJA 47 @ 9mail.com 402-834-3764

Is this location inside the city/village corporate limits: YES ☒ NO ☐

Mailing address (where you want to receive mail from the Commission)

Name NINJA STEAK SUSHI HOUSE II INC.

Street Address #1 235 S Burlington Ave

Street Address #2 _____

City Hastings State NE Zip Code 68901

DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED
READ CAREFULLY

In the space provided or on an attachment draw the area to be licensed. This should include storage areas, basement, outdoor area, sales areas and areas where consumption or sales of alcohol will take place. If only a portion of the building is to be covered by the license, you must still include dimensions (length x width) of the licensed area as well as the dimensions of the entire building. No blue prints please. Be sure to indicate the direction north and number of floors of the building.

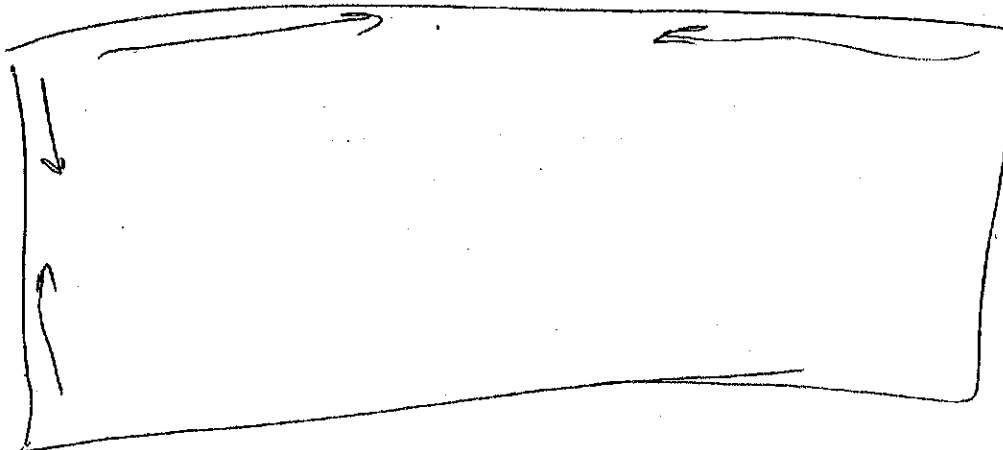
****For on premises consumption liquor licenses minimum standards must be met by providing at least two restrooms**

Building: length 64 x width 53 in feet

Is there a basement? Yes ☐ No ☐ If yes, length _____ x width _____ in feet

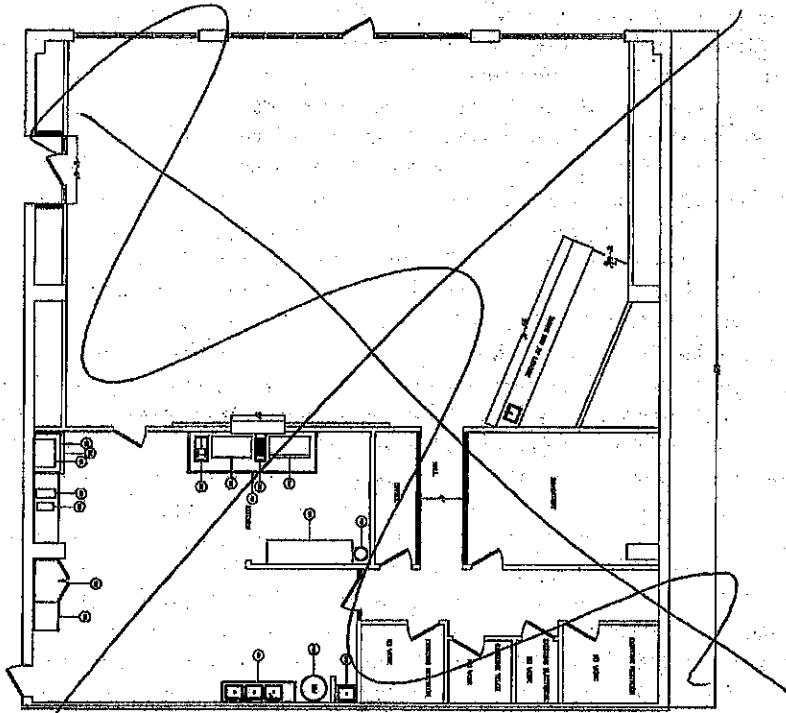
Is there an outdoor area? Yes ☐ No ☐ If yes, length _____ x width _____ in feet

PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET

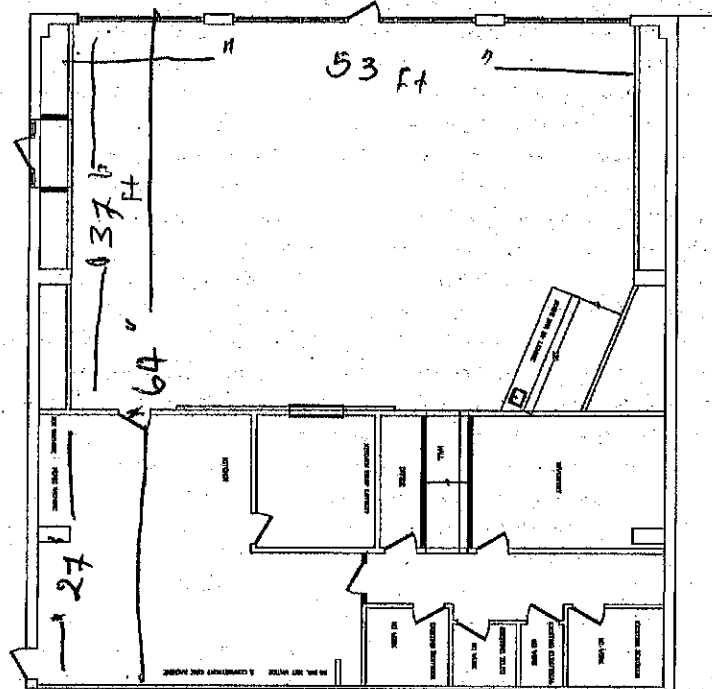


One story

FLOOR PLAN



REVISION PLAN



SCALE
3/8" = 1'-0"

VERIZON SPACE @ ASHTON PLACE
NINJA SUSHI HOUSE
HASTINGS, NE 2017

REV	DATE	DESCRIPTION

REVISIONS

CARMICHAEL CONST
1012 W 18TH ST
HASTINGS, NE

Liquor Application Report

Building Inspector

Applicant: Ninja Steak Sushi House II

Location: 235 S. Burlington Ave.

License or Action Requested: Class I Liquor License

Planning

Existing Zoning: I-1, Light Industrial District

Existing Land Use: Vacant tenant space

North: I-1, Light Industrial District

South: C-3, Commercial Business District

East: I-1, Light Industrial District

West: I-2, Heavy Industrial District

General Neighborhood/Area Land Uses:

This area is a mix of Industrial and Commercial zoning districts. The area is primarily commercial in nature, located along the South Burlington Avenue corridor.

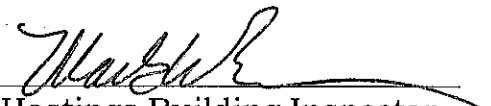
Analysis of Planning Effects:

There is a small neighborhood church located in the same building. The entrances are approximately 50 feet apart, however, the main entrance for the restaurant is located on the west side of the building whereas the Church entrance is located on the south side of the building, with a separation of about 125 feet.

Other Comments relating to Hastings City Code:

Construction is not complete, but no violations were observed during the framing inspection and walk-through. The building will receive a final inspection prior to occupancy. No problems are anticipated with the final inspection.

Date 6/26/17


Hastings Building Inspector



317 SOUTH BURLINGTON, HASTINGS, NEBRASKA 68901

Date: June 28th, 2017

To: Joe Patterson, City Administrator

From: Sgt. Paul Weber

Re: Liquor Application

I have reviewed the Application for License submitted by Ru Hai Ma for a Liquor License under the name of Ninja Steak Sushi House Located at 235 South Burlington Ave, Hastings, NE.

I have done an Investigation in to Ru Hai Ma and have found no reason that the City of Hastings, Adams County, Nebraska to not give Ninja Steak Sushi House a Liquor License in Hastings, NE .

A handwritten signature in cursive script that reads "Paul H. Weber".

Sgt. Paul Weber



Growing Together In Grace

Nebraska Liquor Control Commission
P.O. Box 95046
Lincoln, NE 68509-5046

July 13, 2017

To Whom It May Concern;

I am writing to you on behalf of Grace Baptist Church, meeting at 235 South Burlington, Suite D, to state that we have discussed this matter with our congregation, at our Quarterly Business Meeting, held on Wednesday, July 12, 2017, and that we are not in opposition of a liquor license issuance to Ninja Steak Sushi House II, located at 235 South Burlington Avenue, Hastings, Nebraska.

Respectfully yours,

Jean-Paul Escalera
Pastor

Jane M. Thomas
Church Secretary

**SUPPLEMENTAL FORM FOR APPLICATION
WITHIN 150' OF CHURCH**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH, 5TH FLOOR
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

Office Use

§53-177(2) If a proposed location for the sale at retail of any alcoholic liquor is within 150' of any church, a license may be issued if the commission gives notice to the affected church and holds a hearing as prescribed in §53-133

PREMISE INFORMATION

License number (if currently licensed) I - 121742

Premise Name: Ninja Steak Sushi House II

Address: 235 South Burlington Avenue

City: Hastings

CHURCH INFORMATION

Name of Church: Grace Baptist Church

Address of Church: 235 South Burlington Avenue, Suite D

CONTACT PERSON (if available) Pastor Jean-Paul Escalera

Phone Number – (if available) 402-984-9487

DISTANCE FROM AFOREMENTIONED CHURCH

0

FEET (closest corner of licensed premise to closest corner of church)

Neb Rev Stat §53-177

****SEPARATED BY TENANT SEPARATION WALL****

AMOUNT AND FREQUENCY OF SERVICES HELD AT CHURCH (if known)

Sunday morning - 10:00 A.M.

Wednesday evening - 7:00 P.M.

Department: City Clerk
Staff Contact: Kim Jacobitz, Lori Vorderstrasse
Council Meeting Date: 07/24/2017

AGENDA ITEM SUMMARY SHEET

Description of Item:

Approval of the manager application of Ru Hai Ma in connection with the Class "I" Liquor License of Ninja Steak Sushi House II, Inc. dba "Ninja Steak Sushi House II" located at 235 South Burlington Avenue.

Names of People/Business affected by this action:

Citizens of Hastings

Why Council action is required:

State Statutes

Type of action requested:

Motion

Suggested motion:

Approval of the manager application of Ru Hai Ma in connection with the Class "I" Liquor License of Ninja Steak Sushi House II, Inc. dba "Ninja Steak Sushi House II" located at 235 South Burlington Avenue.

Deadlines associated with action:

No

Department head comments:

The Police Department findings regarding the liquor license application and manager application are attached.

City Administrator comments:

**MANAGER APPLICATION
INSERT - FORM 3c**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

Office Use

MUST BE:

- ✓ Citizen of the United States. Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application
- ✓ 21 years of age or older

Name of Corporation/LLC: NINJA STEAK SUSHI HOUSES II INC

Liquor License Number: _____ Class Type _____ (if new application leave blank)

Premises Trade Name/DBA: NINJA STEAK SUSHI HOUSES II INC

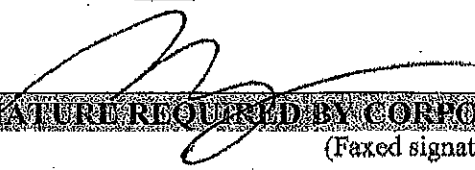
Premises Street Address: 235 S BURLINGTON AVE HASTINGS NE 68901

City: HASTINGS County: NE Zip Code: 68901

Premises Phone Number: 816-944-8888

Premises Email address: NINJA SUSHI 47 @ GMAIL . COM.

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information here.


SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

(Faxed signatures are acceptable)

Applicant's information must be completed below. PLEASE PRINT CLEARLY.

Last Name: Ma First Name: Ru Mai MI: M

Home Address: _____

City: FREONT County: NE Zip Code: 68025

Home Phone Number: _____

Driver's License Number & State: (NE)

Social Security Number: _____

Date Of Birth: 06-15-1990 Place Of Birth: _____

Email address: NINJA SUSHI 47 @ gmail.com

Are you married or in a domestic partnership? (If so, please provide name and address of spouse/partner.)

☐ YES

☒ NO

Spouse's information

Spouses Last Name: n/a First Name: _____ MI: _____

Social Security Number: _____

Driver's License Number & State: _____

Date Of Birth: _____ Place Of Birth: _____

APPLICANT & SPOUSE MUST STATE RESIDENCES FOR THE PAST FIVE YEARS.
APPLICANT SPOUSE

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Las Vegas	2011	2012	garden city, KS	2015	2016
Los Angeles	2012	2013	Fremont, NE	2016	2017
oklahoma, gammon	2013	2014			
dumas, TX	2014	2015			

MANAGER LAST TWO YEARS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2015	2016	Garden City, KS	Ninja Steak Sushi	620-287-8089
2016	2017	Fremont, NE	Ninja Steak Sushi	402-936-4801

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, ~~ever~~ been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea, ~~include traffic violations~~. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

☐ YES ☒ NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

☒ YES ☐ NO

IF YES, list the name of the premise(s):

NINJA Steak Sushi Houses

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

☒ YES ☐ NO

training

4. List the alcohol related training and/or experience (when and where) of the person making application.

*NLCC Training Certificate Issued: _____ Name on Certificate: _____

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)

*For list of NLCC Certified Training Programs see [training](#)

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:

5. Have you enclosed [form 147](#) regarding fingerprints?

☒ YES

☐ NO

APPLICANT'S OATH AND RECORD CHALLENGE

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec 853-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has NO interest directly or indirectly, a spousal affidavit of non-participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.


Signature of Manager Applicant

Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska

County of Lancaster

The foregoing instrument was acknowledged before me this

14th day of June 2017

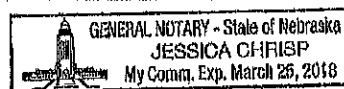
date

by Rutha Ma.

NAME OF PERSON BEING ACKNOWLEDGED


Notary Public signature

Affix Seal



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.



317 SOUTH BURLINGTON, HASTINGS, NEBRASKA 68901

Date: June 28th, 2017

To: Joe Patterson, City Administrator

From: Sgt. Paul Weber

Re: Liquor Application

I have reviewed the Application for License submitted by Ru Hai Ma for a Liquor License under the name of Ninja Steak Sushi House Located at 235 South Burlington Ave, Hastings, NE.

I have done an Investigation in to Ru Hai Ma and have found no reason that the City of Hastings, Adams County, Nebraska to not give Ninja Steak Sushi House a Liquor License in Hastings, NE .

A handwritten signature in cursive script that reads "Paul H. Weber".

Sgt. Paul Weber

Department: Development Services

Staff Contact:

Council Meeting Date: 07/24/2017

AGENDA ITEM SUMMARY SHEET

Description of Item:

A public hearing to consider annexation by plat for a parcel of land located in the South half (1/2) of Section 5, Township 7 North, Range 10 West of the 6th P.M., Adams County, Nebraska, containing 5.18 acres more or less, commonly described as Westbrook Village 16th Addition.

Names of People/Business affected by this action:

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

Why Council action is required:

Nebraska Revised Statutes section 19-916: A subdivision may become part of the municipality at such time as the addition is approved by the legislative body.

Type of action requested:

Motion

Suggested motion:

Motion to approve Westbrook Village 16th Addition as an addition to the City of Hastings.

Deadlines associated with action:

Department head comments:

This is a 13 lot extension of the existing Westbrook Village development. Staff has reviewed the plat and concludes that it is a logical extension of the City of Hastings, and the provision of customary municipal services to this property is reasonable and feasible.

A public hearing regarding this property was held at the June 19, 2017 Planning Commission, where the Commission voted unanimously to recommend approval of this Addition By Plat with the following condition: 1. that the developer provide adequate turnaround provisions to meet International Fire Code Appendix D, D103.3.

City Administrator comments:

Recommend Approval

FINAL PLAT

WESTBROOK VILLAGE 16 TH ADDITION

AN ADDITION TO THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA
LOCATED IN THE SOUTH ONE HALF, (1/2) OF SECTION 5
TOWNSHIP 7 NORTH, RANGE 10 WEST OF THE SIXTH P.M., ADAMS COUNTY, NEBRASKA

FLOOD PLAIN NOTE:

NO PORTION OF THE PROPERTY SHOWN ON THIS
FINAL PLAT IS LOCATED WITHIN THE 100 YEAR FLOOD
HAZARD ZONE "A" ACCORDING TO THE FLOOD HAZARD
BOUNDARY MAPS AS PROVIDED BY THE U.S. DEPARTMENT
OF HOUSING AND URBAN DEVELOPMENT, FEDERAL INSURANCE
ADMINISTRATION., COMMUNITY PANEL NO. 3104110002B.

CURVE DATA:

R=170.00' C1 L=76.40' R=230.00' C2 L=85.05'
CHD=75.76' CHD=84.57'
CHB=N13°27'17"W CHB=N11°10'24"W

OWNER NAME AND ADDRESS:

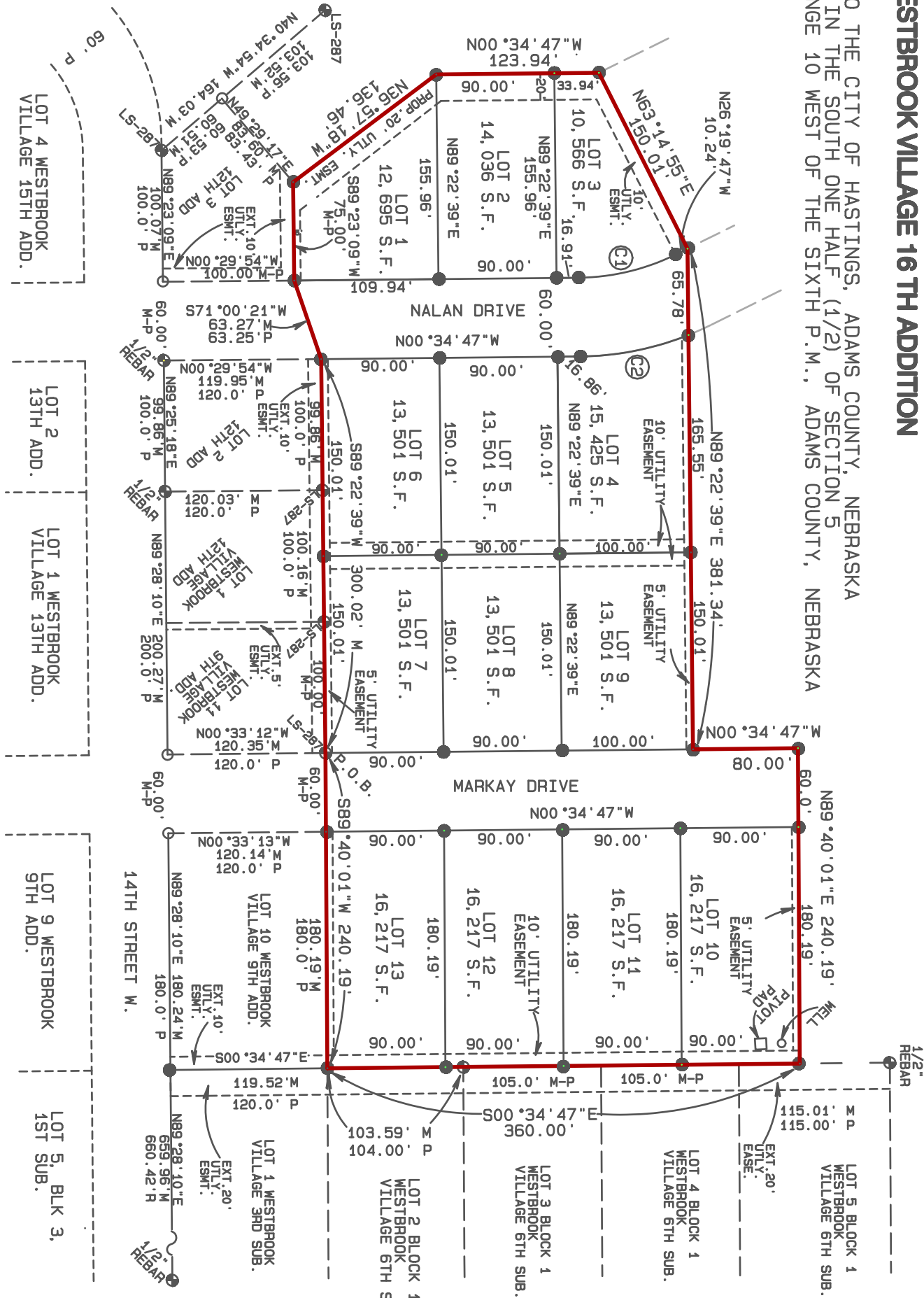
WESTBROOK VILLAGE L.L.C.
ALAN M. ANDERSON, MANAGING MEMBER
701 NORTH SHORE DRIVE
HASTINGS, NE 68901

ZONED: RESIDENTIAL HOUSING

PROPOSED USE: RESIDENTIAL HOUSING

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 5, TOWNSHIP 7 NORTH, RANGE 10 WEST, OF THE SIXTH P.M., ADAMS COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 11 WESTBROOK VILLAGE 9 TH ADDITION TO THE CITY OF HASTINGS, THENCE S89°22'39"W (ASSUMED BEARING) ALONG SAID NORTH LINE OF LOT 11 WESTBROOK VILLAGE 9TH ADDITION AND THE NORTH LINE OF WESTBROOK VILLAGE 12 TH ADDITION, A DISTANCE OF 300.02 FEET, THENCE S71°00'21"W, A DISTANCE OF 63.27 FEET, THENCE S89°23'09"W, A DISTANCE OF 75.00 FEET, THENCE N36°57'18"W, A DISTANCE OF 136.46 FEET, THENCE N00°34'47"W, A DISTANCE OF 123.94 FEET, THENCE N63°14'55"E, A DISTANCE OF 150.01 FEET, THENCE N89°22'39"E, PARALLEL WITH SAID NORTH LINE OF LOT 11 WESTBROOK VILLAGE 9 TH AND 12 TH ADDITION, A DISTANCE OF 381.34 FEET, THENCE N00°34'47"W, PARALLEL WITH WEST LINE OF WESTBROOK VILLAGE 6TH SUBDIVISION, A DISTANCE OF 80.00 FEET, THENCE N89°40'01"E PARALLEL WITH THE SOUTH LINE OF LOT 10 WESTBROOK VILLAGE 9 TH ADDITION, A DISTANCE OF 240.19 FEET, TO THE WEST LINE OF WESTBROOK VILLAGE 6 TH SUBDIVISION, THENCE S00°34'47"E ALONG SAID WEST LINE, A DISTANCE OF 360.00 FEET, TO THE NORTHEAST CORNER OF LOT 10 WESTBROOK VILLAGE 9TH ADDITION, THENCE S89°40'01"W ALONG THE NORTH LINE EXTENDED OF SAID LOT 10 A DISTANCE OF 240.19 FEET TO THE POINT OF BEGINNING, CONTAINING 65.18 ACRES MORE OR LESS.

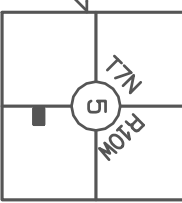


SURVEYORS CERTIFICATE:

I, JOSHUA EUGENE GRUMMERT, A LICENSED PROFESSIONAL
LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA,
DO HERBY CERTIFY THIS PLAT OF A SURVEY WAS MADE BY
ME OR UNDER MY SUPERVISION, THIS DAY OF APRIL 30TH, 2017.

JOSHUA E. GRUMMERT | LS-783

VICINITY SKETCH

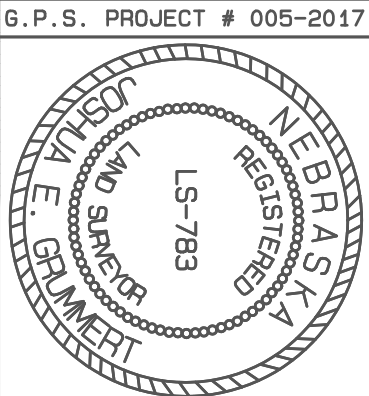


SHEET 1 OF 3
100'
SCALE 1: 100

LEGEND :

- M-MEASURED DISTANCE
- R-RECORD DISTANCE
- G-GOVERNMENT DISTANCE
- P-PLATTED DISTANCE
- CORNER FOUND
- TEMPORARY POINT
- SET 1/2" X 24" REBAR
- UNLESS NOTED OTHERWISE

ASSUMED BEARING



G.P.S. PROJECT # 005-2017
G.P.S. GRUMMERT PROFESSIONAL SERVICES, LLC
PO BOX 37, 501 N. FORBES AVE, KENNESAW, NE 68956
PHONE 402-879-5701 EMAIL jmgrumert@yahoo.com

OWNERS CERTIFICATE AND DEDICATION:

KNOW ALL MEN BY THESE PRESENTS, THAT WESTBROOK VILLAGE, L.L.C.: A NEBRASKA LIMITED LIABILITY COMPANY, THE OWNERS OF RECORD OF THE LAND SHOWN ON THIS PLAT AND DESCRIBED IN THE LEGAL DESCRIPTION HERON, HAVE CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED, PLATTED AND DESIGNATED AS "WESTBROOK VILLAGE 16TH ADDITION". A SUBDIVISION IN THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA, LOCATED IN THE SOUTH ONE HALF OF SECTION 5, TOWNSHIP 7 NORTH, RANGE 10 WEST OF THE SIXTH P.M., ADAMS COUNTY, NEBRASKA, AND THAT SAID SURVEYING, SUBDIVIDING, PLATTING AND DESIGNATION WAS DONE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES AND WISHES OF THE UNDERSIGNED OWNERS. BE IT FURTHER KNOWN, THAT SAID OWNERS DO HEREBY DEDICATE ALL STREETS AND EASEMENTS SHOWN ON THE PLAT TO THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA,

SIGNED THIS _____ DAY OF _____, 2017.
WESTBROOK VILLAGE, L.L.C.

ALAN M. ANDERSON, MANAGING MEMBER _____

WAIIVER:
APPLICANTS HEREBY WAIVES ANY AND ALL CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHMENT OF GRADES OR THE ALTERATION OF THE SURFACE OF ANY PORTION OF THE STREETS AND ALLEYS TO CONFORM TO SAID GRADES AS ESTABLISHED.

SIGNED THIS _____ DAY OF _____, 2017.
WESTBROOK VILLAGE, L.L.C.

ALAN M. ANDERSON, MANAGING MEMBER _____

MAYOR AND CITY COUNCIL ACTION

THIS PLAT OF WESTBROOK VILLAGE 16TH ADDITION, AN ADDITION TO THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA, IS
HEREBY _____, DATED THIS _____ DAY OF _____, _____.

MAYOR _____

CITY CLERK _____

ACKNOWLEDGEMENT

STATE OF _____ }
COUNTY OF _____ } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE _____ DAY OF _____ 2017, BY ALAN M. ANDERSON, MANAGING MEMBER OF WESTBROOK VILLAGE, L.L.C. MY COMMISSION EXPIRES THE _____ DAY OF _____.

(SEAL)

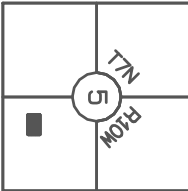
NOTARY _____

FINAL PLAT

WESTBROOK VILLAGE 16 TH ADDITION

AN ADDITION TO THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA
LOCATED IN THE SOUTH ONE HALF (1/2) OF SECTION 5
TOWNSHIP 7 NORTH, RANGE 10 WEST OF THE SIXTH P.M., ADAMS COUNTY, NEBRASKA

VICINITY SKETCH



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

CITY TREASURER'S CERTIFICATE

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

CITY OF HASTINGS TREASURER

COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE RECORDS OF MY OFFICE SHOW NO TAXES ARE DUE OR DELINQUENT UPON THE PROPERTY IN THE LEGAL DESCRIPTION ON THIS PLAT AS OF THIS DAY OF , .

ADAMS COUNTY TREASURER

REGISTER OF DEEDS CERTIFICATE

STATE OF NEBRASKA

COUNTY OF ADAMS

}
} SS
}

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE REGISTER OF DEEDS OFFICE OF ADAMS COUNTY, NEBRASKA
DATE: TIME: INSTRUMENT NO.:

REGISTER OF DEEDS

CITY SURVEYOR'S APPROVAL

I, THE UNDERSIGNED, DO HEREBY THIS PLAT OF WESTBROOK VILLAGE 16TH ADDITION, AN ADDITION TO THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA.

CITY SURVEYOR

CITY ENGINEER'S APPROVAL

I, THE UNDERSIGNED, DO HEREBY THIS PLAT OF WESTBROOK VILLAGE 16TH ADDITION, AN ADDITION TO THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA.

CITY ENGINEER

CITY PLANNING COMMISSION RECOMMENDATION

THIS PLAT OF WESTBROOK VILLAGE 16TH ADDITION, AN ADDITION IN THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA, HAS BEEN SUBMITTED TO AND REVIEWED BY THE CITY PLANNING COMMISSION FOR APPROVAL AND IS HEREBY TRANSMITTED TO THE GOVERNING BODY OF THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA, WITH THE RECOMMENDATION THAT SAID PLAT BE AS PROPOSED
DATED THIS DAY OF , .

CHAIRMAN

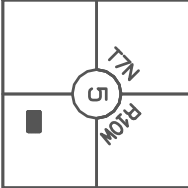
DIRECTOR

FINAL PLAT

WESTBROOK VILLAGE 16 TH ADDITION

AN ADDITION TO THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA
LOCATED IN THE SOUTH ONE HALF (1/2) OF SECTION 5
TOWNSHIP 7 NORTH, RANGE 10 WEST OF THE SIXTH P.M., ADAMS COUNTY, NEBRASKA

VICINITY SKETCH



Department: Development Services
Staff Contact: Donald Threewitt
Council Meeting Date: 07/24/2017

AGENDA ITEM SUMMARY SHEET

Description of Item:

Consideration of a Final Plat for a parcel of land located in the South half (1/2) of Section 5, Township 7 North, Range 10 West of the 6th P.M., Adams County, Nebraska, containing 5.18 acres more or less, commonly described as Westbrook Village 16th Addition.

Names of People/Business affected by this action:

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

Why Council action is required:

No plat of or instruments effecting the subdivision of real property shall be recorded or have any force and effect unless the same be approved by the City Council, subject however, to the exceptions set forth in Section 34-106 of Code. The City Council shall hold no public meeting, nor take any action upon any plat or instrument effecting a subdivision until it has received the recommendation of the Hastings Planning and Zoning Commission.

Type of action requested:

Suggested motion:

Motion to approve the Final Plat for Westbrook Village 16th Addition as an addition to the City of Hastings with the following condition: 1. that the developer install adequate turnaround provisions at Markay Drive and Nalen Drive to meet International Fire Code Appendix D, D103.3 .

Deadlines associated with action:

Department head comments:

Staff has reviewed the final plat submission and believes that it meets all requirements with the exception of providing adequate turnaround provisions for emergency services at the northern termini of Nalan and Markay Drives. On June 19, 2017 the Hastings Planning Commission voted unanimously to approve the plat subject to this condition.

City Administrator comments:

Recommend Approval

FINAL PLAT

WESTBROOK VILLAGE 16 TH ADDITION

AN ADDITION TO THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA
LOCATED IN THE SOUTH ONE HALF, (1/2) OF SECTION 5
TOWNSHIP 7 NORTH, RANGE 10 WEST OF THE SIXTH P.M., ADAMS COUNTY, NEBRASKA

FLOOD PLAIN NOTE:

NO PORTION OF THE PROPERTY SHOWN ON THIS
FINAL PLAT IS LOCATED WITHIN THE 100 YEAR FLOOD
HAZARD ZONE "A" ACCORDING TO THE FLOOD HAZARD
BOUNDARY MAPS AS PROVIDED BY THE U.S. DEPARTMENT
OF HOUSING AND URBAN DEVELOPMENT, FEDERAL INSURANCE
ADMINISTRATION., COMMUNITY PANEL NO. 3104110002B.

CURVE DATA:

R=170.00' C1 L=76.40' R=230.00' C2 L=85.05'
CHD=75.76' CHD=84.57'
CHB=N13°27'17"W CHB=N11°10'24"W

OWNER NAME AND ADDRESS:

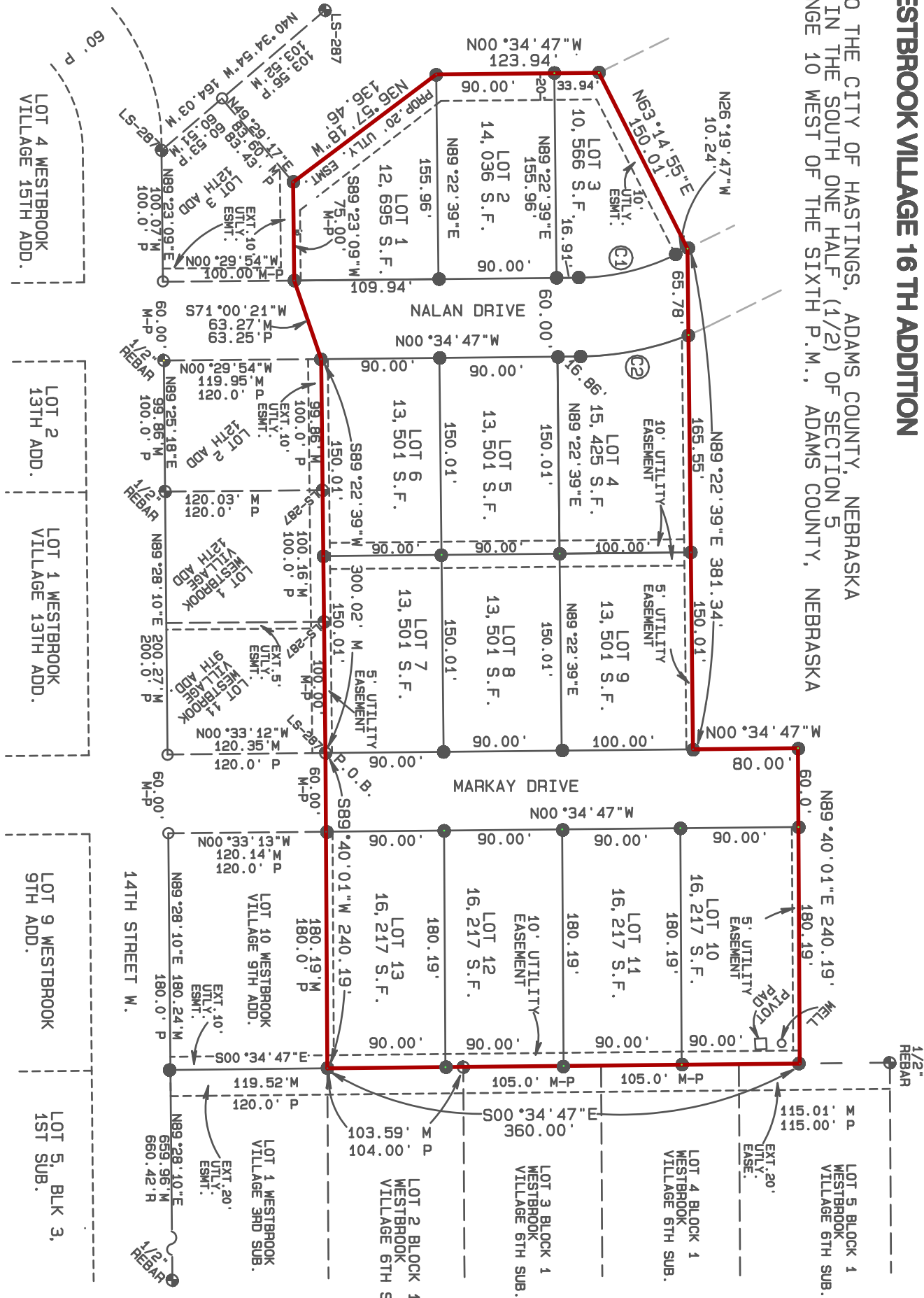
WESTBROOK VILLAGE L.L.C.
ALAN M. ANDERSON, MANAGING MEMBER
701 NORTH SHORE DRIVE
HASTINGS, NE 68901

ZONED: RESIDENTIAL HOUSING

PROPOSED USE: RESIDENTIAL HOUSING

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 5, TOWNSHIP 7 NORTH, RANGE 10 WEST, OF THE SIXTH P.M., ADAMS COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 11 WESTBROOK VILLAGE 9 TH ADDITION TO THE CITY OF HASTINGS, THENCE S89°22'39"W (ASSUMED BEARING) ALONG SAID NORTH LINE OF LOT 11 WESTBROOK VILLAGE 9TH ADDITION AND THE NORTH LINE OF WESTBROOK VILLAGE 12 TH ADDITION, A DISTANCE OF 300.02 FEET, THENCE S71°00'21"W, A DISTANCE OF 63.27 FEET, THENCE S89°23'09"W, A DISTANCE OF 75.00 FEET, THENCE N36°57'18"W, A DISTANCE OF 136.46 FEET, THENCE N00°34'47"W, A DISTANCE OF 123.94 FEET, THENCE N63°14'55"E, A DISTANCE OF 150.01 FEET, THENCE N89°22'39"E, PARALLEL WITH SAID NORTH LINE OF LOT 11 WESTBROOK VILLAGE 9 TH AND 12 TH ADDITION, A DISTANCE OF 381.34 FEET, THENCE N00°34'47"W, PARALLEL WITH WEST LINE OF WESTBROOK VILLAGE 6TH SUBDIVISION, A DISTANCE OF 80.00 FEET, THENCE N89°40'01"E PARALLEL WITH THE SOUTH LINE OF LOT 10 WESTBROOK VILLAGE 9 TH ADDITION, A DISTANCE OF 240.19 FEET, TO THE WEST LINE OF WESTBROOK VILLAGE 6 TH SUBDIVISION, THENCE S00°34'47"E ALONG SAID WEST LINE, A DISTANCE OF 360.00 FEET, TO THE NORTHEAST CORNER OF LOT 10 WESTBROOK VILLAGE 9TH ADDITION, THENCE S89°40'01"W ALONG THE NORTH LINE EXTENDED OF SAID LOT 10 A DISTANCE OF 240.19 FEET TO THE POINT OF BEGINNING, CONTAINING 65.18 ACRES MORE OR LESS.

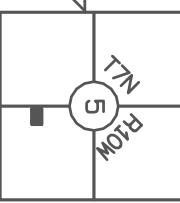


SURVEYORS CERTIFICATE:

I, JOSHUA EUGENE GRUMMERT, A LICENSED PROFESSIONAL
LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA,
DO HERBY CERTIFY THIS PLAT OF A SURVEY WAS MADE BY
ME OR UNDER MY SUPERVISION, THIS DAY OF APRIL 30TH, 2017.

JOSHUA E. GRUMMERT | LS-783

VICINITY SKETCH

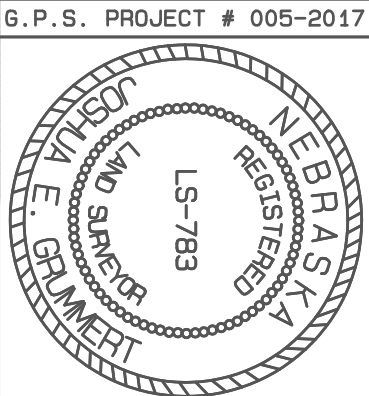


SHEET 1 OF 3
100'
SCALE 1: 100

LEGEND :

- M-MEASURED DISTANCE
- R-RECORD DISTANCE
- G-GOVERNMENT DISTANCE
- P-PLATTED DISTANCE
- CORNER FOUND
- TEMPORARY POINT
- SET 1/2" X 24" REBAR
- UNLESS NOTED OTHERWISE

ASSUMED BEARING



G.P.S. PROJECT # 005-2017
G.P.S. GRUMMERT PROFESSIONAL SERVICES, LLC
PO BOX 37, 501 N. FORBES AVE, KENNESAW, NE 68956
PHONE 402-879-5701 EMAIL jmgrummert@yahoo.com

OWNERS CERTIFICATE AND DEDICATION:

KNOW ALL MEN BY THESE PRESENTS, THAT WESTBROOK VILLAGE, L.L.C.: A NEBRASKA LIMITED LIABILITY COMPANY, THE OWNERS OF RECORD OF THE LAND SHOWN ON THIS PLAT AND DESCRIBED IN THE LEGAL DESCRIPTION HERON, HAVE CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED, PLATTED AND DESIGNATED AS "WESTBROOK VILLAGE 16TH ADDITION". A SUBDIVISION IN THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA, LOCATED IN THE SOUTH ONE HALF OF SECTION 5, TOWNSHIP 7 NORTH, RANGE 10 WEST OF THE SIXTH P.M., ADAMS COUNTY, NEBRASKA, AND THAT SAID SURVEYING, SUBDIVIDING, PLATTING AND DESIGNATION WAS DONE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES AND WISHES OF THE UNDERSIGNED OWNERS. BE IT FURTHER KNOWN, THAT SAID OWNERS DO HEREBY DEDICATE ALL STREETS AND EASEMENTS SHOWN ON THE PLAT TO THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA,

SIGNED THIS _____ DAY OF _____, 2017.
WESTBROOK VILLAGE, L.L.C.

ALAN M. ANDERSON, MANAGING MEMBER _____

WAIIVER:
APPLICANTS HEREBY WAIVES ANY AND ALL CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHMENT OF GRADES OR THE ALTERATION OF THE SURFACE OF ANY PORTION OF THE STREETS AND ALLEYS TO CONFORM TO SAID GRADES AS ESTABLISHED.

SIGNED THIS _____ DAY OF _____, 2017.
WESTBROOK VILLAGE, L.L.C.

ALAN M. ANDERSON, MANAGING MEMBER _____

MAYOR AND CITY COUNCIL ACTION

THIS PLAT OF WESTBROOK VILLAGE 16TH ADDITION, AN ADDITION TO THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA, IS _____, DATED THIS _____ DAY OF _____, _____.

MAYOR _____

CITY CLERK _____

ACKNOWLEDGEMENT

STATE OF _____ }
COUNTY OF _____ } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE _____ DAY OF _____ 2017, BY ALAN M. ANDERSON, MANAGING MEMBER OF WESTBROOK VILLAGE, L.L.C. MY COMMISSION EXPIRES THE _____ DAY OF _____.

(SEAL)

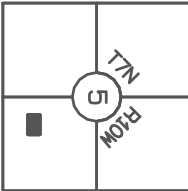
NOTARY _____

FINAL PLAT

WESTBROOK VILLAGE 16 TH ADDITION

AN ADDITION TO THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA
LOCATED IN THE SOUTH ONE HALF (1/2) OF SECTION 5
TOWNSHIP 7 NORTH, RANGE 10 WEST OF THE SIXTH P.M., ADAMS COUNTY, NEBRASKA

VICINITY SKETCH



CITY TREASURER'S CERTIFICATE

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

CITY OF HASTINGS TREASURER

COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE RECORDS OF MY OFFICE SHOW NO TAXES ARE DUE OR DELINQUENT UPON THE PROPERTY IN THE LEGAL DESCRIPTION ON THIS PLAT AS OF THIS DAY OF , .

ADAMS COUNTY TREASURER

REGISTER OF DEEDS CERTIFICATE

STATE OF NEBRASKA

COUNTY OF ADAMS

}
} SS
}

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE REGISTER OF DEEDS OFFICE OF ADAMS COUNTY, NEBRASKA
DATE: TIME: INSTRUMENT NO.:

REGISTER OF DEEDS

CITY SURVEYOR'S APPROVAL

I, THE UNDERSIGNED, DO HEREBY THIS PLAT OF WESTBROOK VILLAGE 16TH ADDITION, AN ADDITION TO THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA.

CITY SURVEYOR

CITY ENGINEER'S APPROVAL

I, THE UNDERSIGNED, DO HEREBY THIS PLAT OF WESTBROOK VILLAGE 16TH ADDITION, AN ADDITION TO THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA.

CITY ENGINEER

CITY PLANNING COMMISSION RECOMMENDATION

THIS PLAT OF WESTBROOK VILLAGE 16TH ADDITION, AN ADDITION IN THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA, HAS BEEN SUBMITTED TO AND REVIEWED BY THE CITY PLANNING COMMISSION FOR APPROVAL AND IS HEREBY TRANSMITTED TO THE GOVERNING BODY OF THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA, WITH THE RECOMMENDATION THAT SAID PLAT BE AS PROPOSED
DATED THIS DAY OF , .

CHAIRMAN

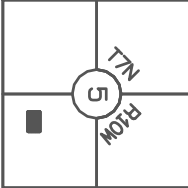
DIRECTOR

FINAL PLAT

WESTBROOK VILLAGE 16 TH ADDITION

AN ADDITION TO THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA
LOCATED IN THE SOUTH ONE HALF (1/2) OF SECTION 5
TOWNSHIP 7 NORTH, RANGE 10 WEST OF THE SIXTH P.M., ADAMS COUNTY, NEBRASKA

VICINITY SKETCH



Department: Development Services
Staff Contact: Donald Threewitt
Council Meeting Date: 07/24/2017

AGENDA ITEM SUMMARY SHEET

Description of Item:

Consideration of a preliminary/final plat for a parcel of land located in the southwest quarter of Section 23, Township 8 North, Range 10 West of the 6th P.M. located within the 2 mile jurisdictional limit of the city in Adams County, Nebraska containing 5.00 acres more or less, commonly referred to as Quinn Subdivision Number 4.

Names of People/Business affected by this action:

The owner, the people of Adams County, and the City of Hastings

Why Council action is required:

Subdivision plats within the extraterritorial jurisdiction boundary require review and approval by the City Council and the County Board of Supervisors.

Type of action requested:

Motion

Suggested motion:

Motion to approve the preliminary/final plat for Quinn Subdivision Number 4, a parcel of land located in Adams County, Nebraska containing 5.00 acres more or less.

Deadlines associated with action:

Department head comments:

The applicant is requesting approval of a 5-acre subdivision lot. The property is .44 miles west of city limits, within the extraterritorial jurisdiction boundary. Current zoning is "A-Agricultural" and the future land use is contemplated as Rural Residential. Municipal water, sewer, electric, and gas are located approximately 2,626 linear feet (.49 miles) from the southeast corner of the subject property.

Surrounding uses are agricultural, with Quinn Subdivision Number 2--a platted but undeveloped area, adjacent to the property's south boundary. The nearest non-agricultural use is Quinn Subdivision, a rural residential area containing 3 lots, approximately 825 feet to the west. A future road extension--Crane Avenue, is contemplated to abut the subject property's eastern boundary.

Existing public easements (35' width) traverse the entirety of the eastern and southern boundaries.

City Administrator comments:

Recommend Approval

PRELIMINARY/FINAL PLAT
QUINN SUBDIVISION NUMBER 4
LOCATED IN THE SW1/4 OF SECTION 23, T8N, R10W OF THE SIXTH P.M.,
WITHIN THE TWO MILE LIMITS OF THE
CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA

FLOOD ZONE DESIGNATION:

THE PROPERTY DESCRIBED ON THIS PLAT IS NOT WITHIN THE CONFINES OF THE 100 YEAR FLOOD PLAIN AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, AS SHOWN ON FLOOD INSURANCE RATE MAP NO. 310411 0002 B WITH AN EFFECTIVE DATE OF 5-31-88 IN ADAMS COUNTY, NEBRASKA.

NOTES:

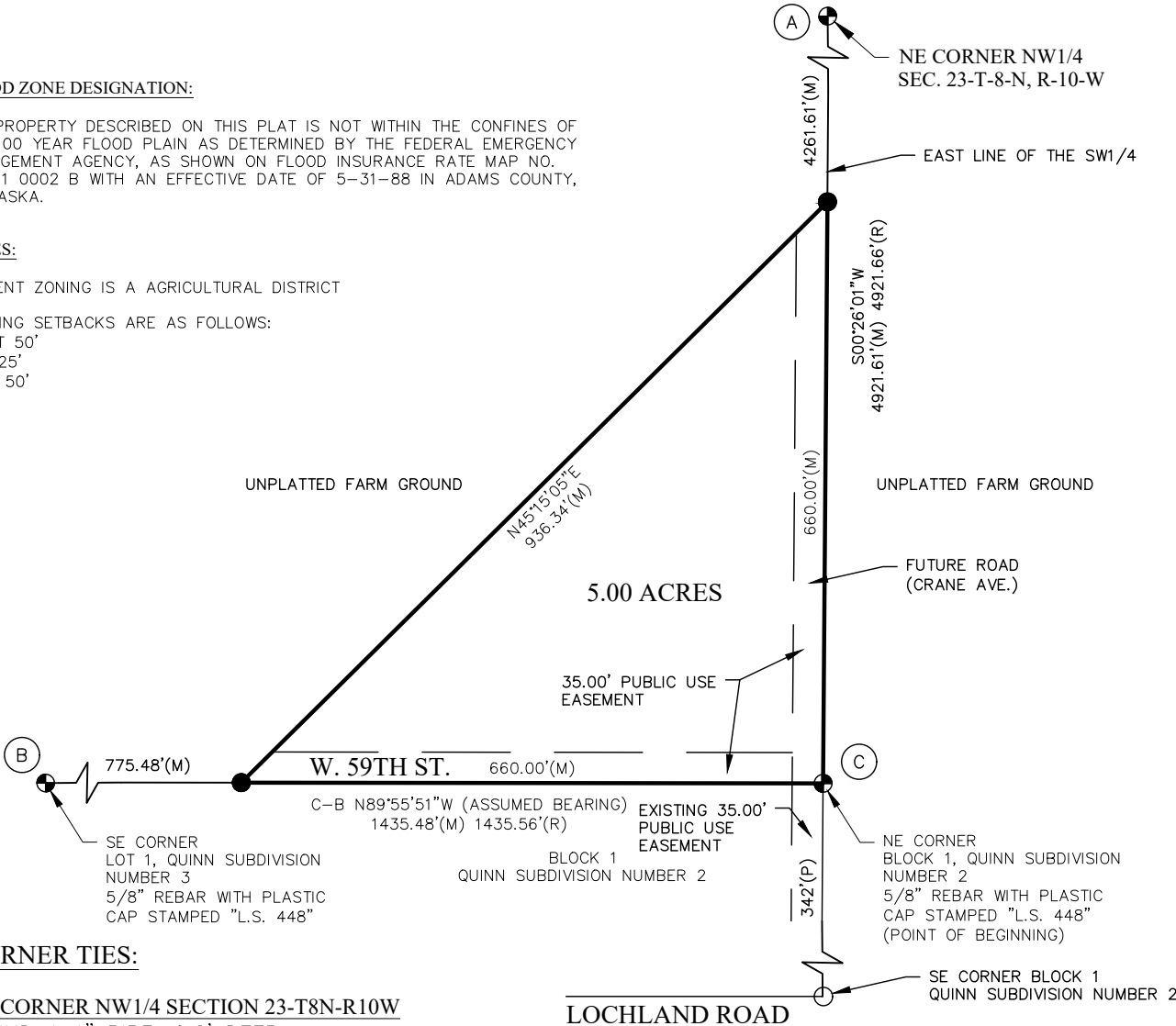
PRESENT ZONING IS A AGRICULTURAL DISTRICT

BUILDING SETBACKS ARE AS FOLLOWS:

FRONT 50'

SIDE 25'

REAR 50'



CORNER TIES:

A	NE CORNER NW1/4 SECTION 23-T8N-R10W		
	FOUND A 1" PIPE, 0.2' DEEP		
	NW	41.60'	TO A FOUND 5/8" REBAR WITH PLASTIC CAP STAMPED "RM 2011"
	NE	48.44'	TO A FOUND 5/8" REBAR WITH PLASTIC CAP STAMPED "RM 2011"
	SW	42.54'	TO A FOUND 5/8" REBAR WITH PLASTIC CAP STAMPED "RM 2011"
	SSE	35.19'	TO A FOUND MAG NAIL WITH ALUMINUM DISK STAMPED "L.S. 448" IN THE WEST FACE OF A POWER POLE (2' ABOVE GROUND)

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 8 NORTH, RANGE 10 WEST OF THE SIXTH P.M., ADAMS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF BLOCK 1, QUINN SUBDIVISION NUMBER 2; THENCE N89°55'51"W (ASSUMED BEARING) ON THE NORTH LINE OF SAID BLOCK 1, A DISTANCE OF 660.00 FEET; THENCE N45°15'05"E, A DISTANCE OF 936.34 FEET TO THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE S00°26'01"W ON SAID EAST LINE, A DISTANCE OF 660.00 FEET TO THE POINT OF BEGINNING, CONTAINING 5.00 ACRES, MORE OR LESS.

SURVEYOR'S REPORT:

EXISTING MONUMENTS OF RECORD WERE FOUND AT LOCATIONS SHOWN ON THIS PLAT. ALL MONUMENTS FOUND ARE DESCRIBED ON THIS PLAT OR IN THE CORNER TIES. ALL MONUMENTS SET ARE A 5/8" BY 24" REBAR WITH A PLASTIC CAP STAMPED "KRUEGER L.S. 448".

ALL LINES WERE PRODUCED AND ANGLES AND DISTANCES MEASURED WITH A TRIMBLE R8 GNSS RECEIVER AND A 100 FOOT STEEL TAPE.

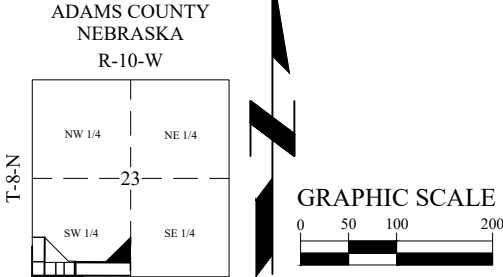
SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS PLAT OF A SURVEY WAS MADE BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE, AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA.

THOMAS L. KRUEGER, LS 448



VICINITY SKETCH



NOTE: ALL BEARINGS ARE ASSUMED.

LEGEND

- MONUMENT FOUND
- MONUMENT SET
- CALCULATED POINT
- DEEDED DISTANCE
- GOVERNMENT DISTANCE
- MEASURED DISTANCE
- PLATTED DISTANCE
- RECORDED DISTANCE

DATE	3/28/2017
SCALE	1"= 200'
DRAWN	KSL
JOB NO.	170280
FIELD BOOK	ADAMS CO. #39
FIELD WORK	TK/JG
SHEET	1 OF 3
FILE NO.	

JEO CONSULTING GROUP INC
800.723.8567
Hastings, NE 402.462.5657
www.jeo.com

PRELIMINARY/FINAL PLAT
QUINN SUBDIVISION NUMBER 4
LOCATED IN THE SW1/4 OF SECTION 23, T8N, R10W OF THE SIXTH P.M.,
WITHIN THE TWO MILE LIMITS OF THE
CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENT, THAT _____, PERSONAL REPRESENTATIVE FOR THE ESTATE OF MATTHEW R. GOTTSCH, THE OWNER OF THE LAND DESCRIBED IN THE LEGAL DESCRIPTION HEREON, HAVE CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED, PLATTED AND DESIGNATED AS "QUINN SUBDIVISION NUMBER 4 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 8 NORTH, RANGE 10 WEST OF THE SIXTH P.M., ADAMS COUNTY, NEBRASKA, AND DO HEREBY FREELY AND VOLUNTARILY DEDICATE THE STREETS AND RIGHT OF WAYS AS SHOWN HEREON TO THE PUBLIC FOR THEIR USE FOREVER AND THE PUBLIC USE EASEMENT AS SHOWN THEREON FOR THE LOCATION, CONSTRUCTION AND MAINTENANCE OF PUBLIC SERVICE UTILITIES FOREVER, AND THAT THE FOREGOING ACTION IS DONE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER.

SIGNED THIS ____ DAY OF _____, 2017.

BY: _____
PERSONAL REPRESENTATIVE FOR THE ESTATE OF MATTHEW R. GOTTSCH

ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____) SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE ____ DAY OF _____, 2017, BY _____, PERSONAL REPRESENTATIVE FOR THE ESTATE OF MATTHEW R. GOTTSCH.

MY COMMISSION EXPIRES THE ____ DAY OF _____, _____.

(SEAL) _____ NOTARY

WAIVER FOR STREET GRADES

THE APPLICANT HEREBY WAIVES ANY AND ALL CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHMENT OF GRADES OR THE ALTERATION OF THE SURFACE OF ANY PORTION OF THE STREETS AND ALLEYS TO CONFORM TO SAID GRADES ESTABLISHED.

BY: _____
PERSONAL REPRESENTATIVE FOR THE ESTATE OF MATTHEW R. GOTTSCH

HASTINGS PLANNING COMMISSION

THE PLAT OF QUINN SUBDIVISION NUMBER 4, WITHIN THE TWO MILE LIMITS OF THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA HAS BEEN SUBMITTED TO AND REVIEWED BY THE HASTINGS PLANNING AND ZONING COMMISSION AND IS HEREBY TRANSMITTED TO THE GOVERNING BODY OF THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA, WITH THE RECOMMENDATION THAT SAID PLAT BE _____ AS PROPOSED.

SIGNED THIS __ DAY OF _____, 2017.

CHAIRMAN DIRECTOR OF PLANNING

CITY OF HASTINGS MAYOR AND CITY COUNCIL APPROVAL

THE PLAT OF QUINN SUBDIVISION NUMBER 4, WITHIN THE TWO MILE LIMITS OF THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA HAS BEEN _____ BY MOTION DULY PASSED THIS _____ DAY OF _____, 2017.

MAYOR CITY CLERK

DATE	3/28/2017
SCALE	1"= 200'
DRAWN	KSL
JOB NO.	170280
FIELD BOOK	ADAMS CO. #39
FIELD WORK	TK/JG
SHEET	2 OF 3
FILE NO.	



JEO CONSULTING GROUP INC
800.723.8567
Hastings, NE 402.462.5657
www.jeo.com

PRELIMINARY/FINAL PLAT
QUINN SUBDIVISION NUMBER 4
LOCATED IN THE SW1/4 OF SECTION 23, T8N, R10W OF THE SIXTH P.M.,
WITHIN THE TWO MILE LIMITS OF THE
CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA

CITY TREASURER'S CERTIFICATE

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

CITY OF HASTINGS TREASURER

COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE RECORDS OF MY OFFICE SHOW NO TAXES ARE DUE OR DELINQUENT UPON THE PROPERTY DESCRIBED IN THE LEGAL DESCRIPTION ON THIS PLAT AS OF THIS _____ DAY OF _____, 2017.

ADAMS COUNTY TREASURER

CITY SURVEYOR'S APPROVAL

THIS PLAT OF QUINN SUBDIVISION NUMBER 4 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 8 NORTH, RANGE 10 WEST, WITHIN THE TWO MILE LIMITS OF THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA HAS BEEN RECEIVED AND REVIEWED BY ME AND I DO HEREBY _____ SAID PLAT. DATED THIS ____ DAY OF _____, 2017.

CITY SURVEYOR

CITY ENGINEER'S APPROVAL

THIS PLAT OF QUINN SUBDIVISION NUMBER 4 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 8 NORTH, RANGE 10 WEST, WITHIN THE TWO MILE LIMITS OF THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA HAS BEEN RECEIVED AND REVIEWED BY ME AND IS IN COMPLIANCE WITH THE PROVISIONS OF ORDINANCE #2882 OF THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA, PROVIDING FOR THE APPROVAL OF SUBDIVISIONS AND PLATS BY THE CITY ENGINEER UNDER CERTAIN CIRCUMSTANCES. APPROVED THIS ____ DAY OF _____, 2017.

CITY ENGINEER

SUPERVISOR'S ACCEPTANCE

THE BOARD OF SUPERVISORS OF ADAMS COUNTY, NEBRASKA DO HEREBY ACCEPT THE DEDICATION OF THE STREETS AND EASEMENTS SHOWN ON THIS PLAT OF QUINN SUBDIVISION NUMBER 4 FOR THE USE OF THE PUBLIC. THIS ACCEPTANCE DOES NOT ASSIGN ANY RESPONSIBILITY FOR ANY CONSTRUCTION OR MAINTENANCE OF STREETS OR EASEMENTS WITHIN THE BOUNDARIES OF THIS SUBDIVISION BY THE COUNTY OF ADAMS, NEBRASKA.

SIGNED THIS ____ DAY OF _____, 2017.

CHAIRMAN

ATTEST: ADAMS COUNTY CLERK

REGISTER OF DEEDS CERTIFICATE

STATE OF NEBRASKA)
) SS
COUNTY OF ADAMS)

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE REGISTER OF DEEDS OFFICE OF ADAMS COUNTY, NEBRASKA.

DATE: _____ TIME: _____ INSTRUMENT NO.: _____

REGISTER OF DEEDS

DATE	3/28/2017
SCALE	1"= 200'
DRAWN	KSL
JOB NO.	170280
FIELD BOOK	ADAMS CO. #39
FIELD WORK	TK/JG
SHEET	3 OF 3
FILE NO.	



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Hastings, NE 402.462.5657
www.jeo.com

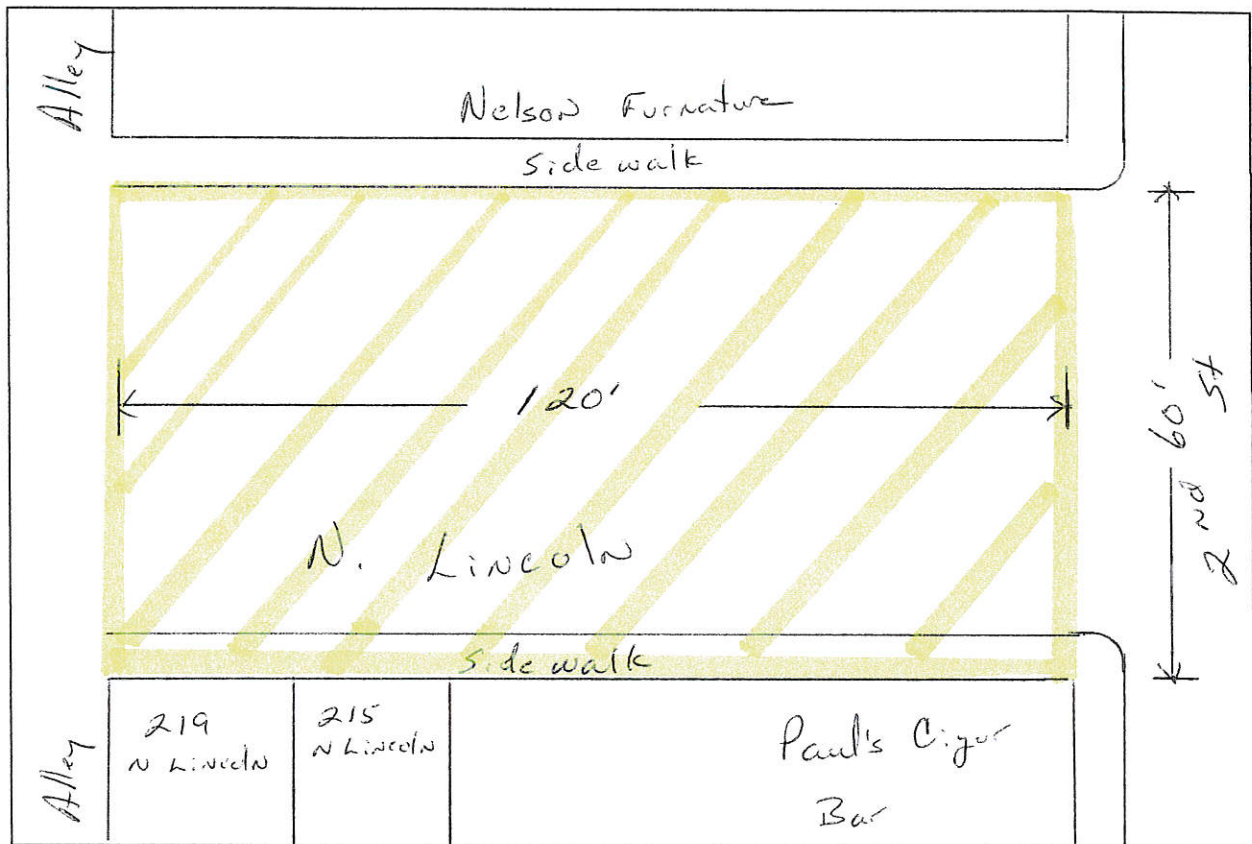
Date of Council Approval

OUTDOOR AREA DIAGRAM

HOW AREA WILL BE PATROLLED Security posted at each end of area (2nd st and alley)

- IF APPLICABLE, OUTDOOR AREA MUST BE CONNECTED TO INDOOR AREA IF INDOOR AREA IS TO LICENSED
- MEASUREMENT OF OUTER WALLS OF AREA TO BE LICENSED MUST INCLUDED LENGTH & WIDTH IN FEET
- DOUBLE FENCING IS REQUIRED FOR ALL NON-PROFIT ORGANIZATIONS UNLESS FORM #140 IS FILED WITH THIS FORM AND IS APPROVED BY THE COMMISSION
- RETAILER LIQUOR LICENSE HOLDERS ARE NOT REQUIRED TO DOUBLE FENCE, ALTHOUGH MEASURES NEED TO BE TAKEN TO SECURE THE AREA

DIAGRAM OF PROPOSED AREA:



LICENSE AGREEMENT FOR USE OF A PORTION OF PUBLIC STREET

THIS AGREEMENT, made and entered into this ____ day of _____, 2017, by and between the City of Hastings, Nebraska, a municipal corporation, hereinafter referred to as "City", and 201 N. Lincoln Enterprises, L.L.C., a Nebraska Limited Liability Company, d/b/a "Paul's Cigar Bar", hereinafter referred to as "Paul's Cigar Bar", WITNESSETH:

WHEREAS, Paul's Cigar Bar has applied for a Special Designated Liquor License with the Nebraska Liquor Control Commission to be able to serve beer and wine between the hours of 4:00 p.m. to 9:00 p.m. within the public street right-of-way of North Lincoln Avenue between 2nd Street and east-west alley dividing the block between 2nd Street and 3rd Street, not including the east sidewalk adjacent thereto, located within the City of Hastings, Nebraska, on Saturday, August 19, 2017, in conjunction with an event to be known as "Big Smoke 2017"; and

WHEREAS, Section 8-017 of the Hastings City Code provides that alcoholic beverages may be served during community sponsored events on a portion of public streets within the downtown area subject to this issuance of a Special Designated License therefor issued by the Nebraska Liquor Control Commission and with a license agreement to do so with the City; and

WHEREAS, "Big Smoke 2017" is an event sponsored event by Paul's Cigar Bar; and

WHEREAS, Paul's Cigar Bar is currently the holder of a Class "C" liquor license, License #CCS-106711, within the City of Hastings, Nebraska, and desires to serve alcohol, wine and beer as a beer garden activity during the "Big Smoke 2017" event as set forth above;

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. City hereby grants Paul's Cigar Bar a license to occupy that portion of the public street on North Lincoln Avenue between between 2nd Street and east-west alley dividing the block between 2nd Street and 3rd Street, not including the east sidewalk adjacent thereto as shown on the attached Exhibit "A" for the purpose of having a beer garden to serve alcohol, wine and beer between the hours of 4:00 p.m. and 9:00 p.m. on Saturday, August 19, 2017, subject to the following conditions:

- A. Paul's Cigar Bar obtains a Special Designated License from the Nebraska Liquor Control Commission for the beer garden on North Lincoln Avenue on the date and for the times set forth above prior to August 19, 2017.
- B. Paul's Cigar Bar provides and erects double fencing or other acceptable barriers as required by the Nebraska Liquor Control Commission across North Lincoln Avenue at 2nd Street and the east-west alley dividing the block between 2nd Street and 3rd Street, not including the east sidewalk adjacent thereto for the beer garden.
- C. Paul's Cigar Bar shall be responsible for the removal of said fencing or barriers at the conclusion of the time set forth in the Special Designated License, and repairing any damage done to North

Lincoln Avenue or the sidewalk and intersecting alleys as a result of the erection of the fencing or barriers.

- D. Paul's Cigar Bar at the conclusion of the beer garden operation shall be responsible for the removal of all tables and chairs or benches used in conjunction with the beer garden, and for the removal of all litter, waste and garbage from the area of the beer garden.

2. In consideration of City granting the aforementioned license, Paul's Cigar Bar agrees to provide City with a certificate of liability insurance in the minimum amount of a combined single limit of Two Million Dollars (\$2,000,000.00) with City named as an additional named insured at the time Paul's Cigar Bar picks up its Special Designated Permit from City prior to August 19, 2017. In the event said certificate of insurance is not received by City prior to August, 2017, the license granted hereunder shall be null and void and without force or effect. In addition, Paul's Cigar Bar agrees to indemnify and hold City harmless for any and all liability associated with or arising out of Paul's Cigar Bar's operation of the beer garden as provided for herein.

3. Paul's Cigar Bar agrees and understands that the license granted by this Agreement is only for August 19, 2017, between the hours of 4:00 p.m. and 9:00 p.m., and shall immediately expire and be no longer valid as of 9:00 p.m. on August 19, 2017.

4. Paul's Cigar Bar further agrees and understands that the license granted by City hereunder is a purely a personal right granted to Paul's Cigar Bar and to Paul's Cigar Bar alone and may not be assigned or transferred to any third party.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing License Agreement in duplicate the day and year first above written.

City of Hastings, Nebraska, a municipal corporation

By _____
Mayor

ATTEST:

City Clerk

(S E A L)

Approved as to form: _____
City Attorney

201 N. Lincoln Enterprises, L. L. C., d/b/a Paul's Cigar Bar

By _____
Managing Member

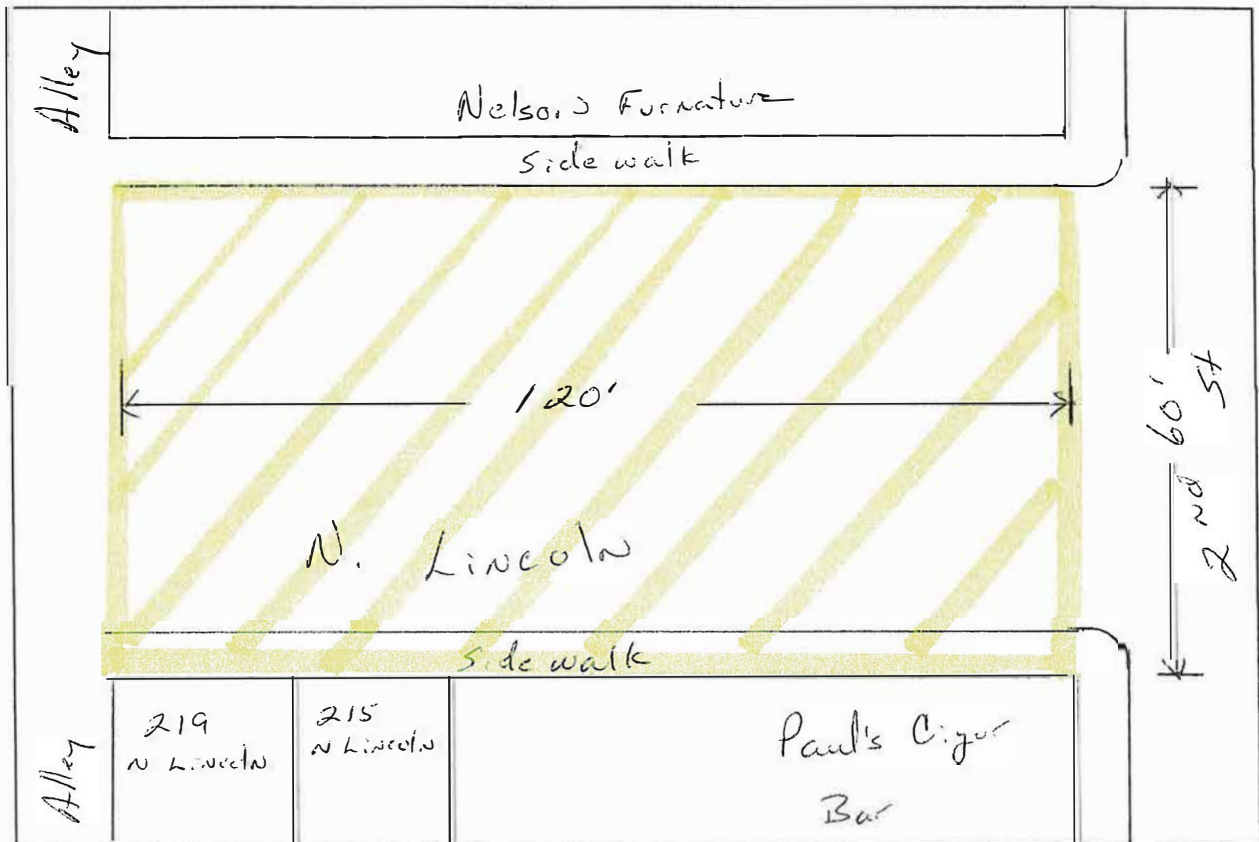
OUTDOOR AREA DIAGRAM

Exhibit "A"

HOW AREA WILL BE PATROLLED Security posted at each end of area (2nd st and alley)

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DIAGRAM OF PROPOSED AREA:



NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

Special Designated License Local Recommendation Form

201 N Lincoln Enterprises LLC

Name of Retail Liquor Licensee or Non-Profit Organization

PO Box 492

Licensee Business Address or Non-Profit Business Address

106711

Retail License Number or Non-Profit Federal ID # (Form #201 must be submitted as attachment)

Event Location: 201 N Lincoln, Hastings NE 68901

Event Date & Time: August 19, 2017 4 pm - 9 pm

(Must include starting & ending time)

Alternate Date/Location: None

Indoor: ☐ Outdoor: ☒ (outdoor events must include Form # 109 as attachment)

Description of indoor area to be licensed in length & width: ☐ X ☐

Description of outdoor area to be licensed in length & width: 120' X 60'

Type of Event: Cigar Event with live music Estimated # of attendees: 50-75

Event Supervisor: Paul Hamelink

(Please print)

Contact Phone Number: 715-412-0395

Contact Email: paul@paulscigarbar.com

Local governing completes below:

City/County approving event: _____

Local Governing Body Authorized Signature

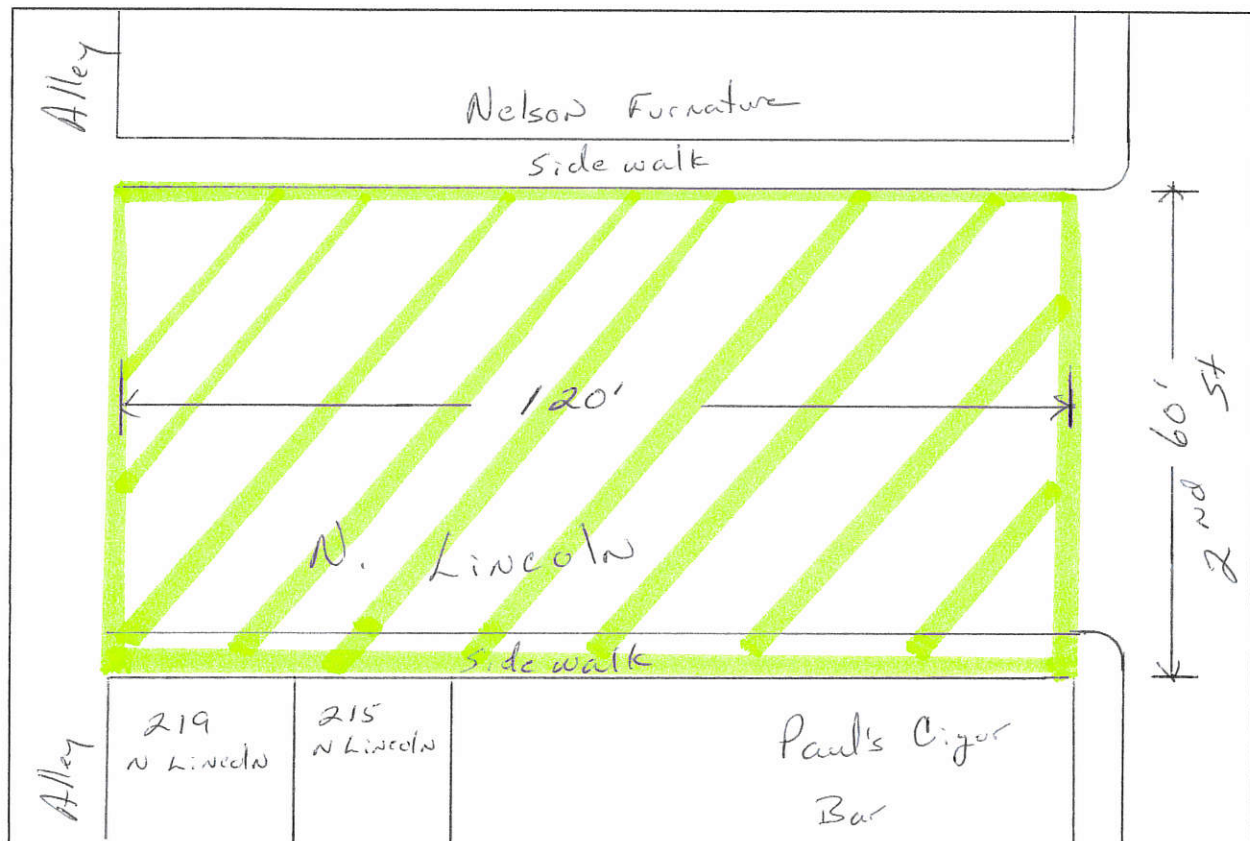
Date

OUTDOOR AREA DIAGRAM

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DIAGRAM OF PROPOSED AREA:



Department: Utilities

Staff Contact:

Council Meeting Date: 07/24/2017

AGENDA ITEM SUMMARY SHEET

Description of Item:

Loan Agreement from the State Revolving Fund Program

Names of People/Business affected by this action:

Water ratepayers

Why Council action is required:

Loan Agreement required by the State

Type of action requested:

Motion

Suggested motion:

Approve a Loan Agreement from the State Revolving Fund Program

Deadlines associated with action:

Now. Funding is needed for the project.

Department head comments:

Recommend approval.

City Administrator comments:

This agreement was approved for recommendation to the Council by the Utility Advisory Board at the last meeting.

Recommend Approval

LOAN AGREEMENT
(Governmental Borrower)

Between the

NEBRASKA DEPARTMENT OF ENVIRONMENTAL QUALITY

And

CITY OF HASTINGS, NEBRASKA

NDEQ PROJECT NO: C317930

DATED AS OF _____

LOAN AGREEMENT
BETWEEN THE
NEBRASKA DEPARTMENT OF ENVIRONMENTAL QUALITY
AND
THE CITY OF HASTINGS, NEBRASKA
PROJECT NO. C317930

This LOAN AGREEMENT (hereinafter "Loan Agreement"), is entered into by and between the State of Nebraska, acting by and through the Nebraska Department of Environmental Quality (hereinafter "NDEQ") and the City of Hastings, Nebraska, (hereinafter "Borrower").

WITNESSETH THAT

WHEREAS, the Federal Water Quality Act of 1987 (hereinafter "Federal Act") established a state revolving fund program; and

WHEREAS, to fund the state revolving fund program, the United States (US) Environmental Protection Agency (hereinafter "EPA") will make annual capitalization grants to the states under CFDA #66.458 (Capitalization Grants for State Revolving Fund), on the condition that each state provide an appropriate match for such state's revolving fund; and

WHEREAS, Neb. Rev. Stat. §81-15,153 empowers the NDEQ to loan available funds in the Wastewater Treatment Facilities Construction Loan Fund (hereinafter "Fund") to borrowers pursuant to the Wastewater Treatment Facilities Construction Assistance Act (hereinafter "Act") and rules and regulations adopted under such Act; and

WHEREAS, under the Act, the Director of the NDEQ is given the responsibility for administration and management of the Fund; and

WHEREAS, the Nebraska Investment Finance Authority (NIFA) is authorized under Neb. Rev. Stat. §58-201 et. seq. and the Act to issue revenue bonds for the purpose of financing wastewater treatment projects (as defined in the Act), including to provide funds for the NDEQ to loan to borrowers and to satisfy the state match requirements of the Federal Act; and

WHEREAS, pursuant to such authorization, NIFA may from time to time issue its Wastewater Treatment Facilities Construction Loan Fund revenue bonds for the purpose of financing wastewater treatment projects (as defined in the Act), including to provide funds for the NDEQ to loan to borrowers and to satisfy the state match requirements of the Federal Act; and

WHEREAS, the NDEQ may from time to time enter into a pledge agreement with NIFA (hereinafter "Pledge Agreement"), pursuant to which NDEQ will pledge the interest portion of loan repayments (as defined herein) and certain other revenues to NIFA for the payment of the principal of, redemption premium, if any, and interest on Clean Water State Revolving Fund Revenue Bonds which may be issued by NIFA from time to time; and

WHEREAS, the City of Hastings, Nebraska, is a "Municipality" as defined in Neb. Rev. Stat. §81-15,149(10); and

WHEREAS, the project (hereinafter "Project") to be financed under this Loan Agreement, includes the procurement of an RO system, construction of a building to house the RO system, installation of the RO system, injection wells, and conveyance piping, of the Hastings Aquifer Storage and Restoration (ASR), and

WHEREAS, the Project Costs (as defined herein) are based upon estimates of the Borrower and at times during or at completion of construction the loan amount may be adjusted by the NDEQ pursuant to Section 2.01; and

WHEREAS, the Project is included in the NDEQ Intended Use Plan; and

WHEREAS, the NDEQ has approved the Borrower's application for a Loan from federal funds and the state match requirement if and when received by and made available to the NDEQ pursuant to the Federal Act and the Act to finance Project Costs;

NOW, THEREFORE, for and in consideration of the award of the Loan Agreement by the NDEQ, the Borrower agrees to complete its Project and to perform under this Loan Agreement in accordance with the conditions, covenants and procedures set forth below:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. The following terms as used in this Loan Agreement will, unless the context clearly requires otherwise, have the following meanings:

"Act" means the Wastewater Treatment Facilities Construction Assistance Act, Neb. Rev. Stat. §81-15,147 et seq., as amended.

"Authorized Representative" means the person or persons authorized pursuant to a resolution or ordinance of the governing body of the Borrower to perform any act or execute any document relating to this Loan Agreement.

"Borrower" means the City of Hastings, Nebraska that is a party to and is described in the first paragraph of this Loan Agreement, and its successors and assigns.

"Borrower Fiscal Year" means the twelve-month period ending on September 30 of each year.

"Combined Utilities" means the revenue producing facilities owned and operated by the Borrower consisting of the Water Works Plant and Water System; Water Pollution, Sewage Disposal Plant and Sanitary System; the Gas Plant and System; and Street Lighting System (together with any additions, extensions and improvements thereto hereafter constructed).

"Combined Utilities User Charge" means the revenues collectively derived by the Borrower from the fees and charges for the use and services furnished by or through the Borrower's Water Works Plant and Water System; Water Pollution, Sewage Disposal Plant and Sanitary System; the Gas Plant and System; and the Street Lighting System.

"Cut-off Date" means the date established by the NDEQ, prior to which, the Borrower will make the final disbursement request for eligible Project Costs.

"Due Date" means the dates specified for payment of principal and interest on the Loan as specified in Section 2.05.

"Event of Default" means any occurrence or event specified in Article V.

"Fund" means the Wastewater Treatment Facilities Loan Fund.

"Gas Plant and System" means the structures, equipment, and processes required to receive, store, and distribute gas.

"Initiation of Operation" means the date on which the Borrower places the Project in operation or the Project is capable of being placed in operation for the purposes for which it was planned, designed, and built.

"Intended Use Plan" means a document prepared annually by the NDEQ which identifies the intended use of all State Revolving Fund program funds.

"Late Payment" means any payment that is not received within fifteen days of the due date.

"Loan" means the loan made by the NDEQ to the Borrower to finance or refinance a portion of the Project Costs pursuant to this Loan Agreement.

"Loan Agreement" means this Loan Agreement, including the Attachments hereto, as it may be properly supplemented, modified or amended.

"Loan Amount" means the principal amount specified in Section 2.01 hereof which the NDEQ has agreed to disburse to the Borrower subject to the terms, provisions, and conditions of this Loan Agreement and the availability of State and Federal Funds.

"Loan Repayments" means the payments payable by the Borrower pursuant to Section 2.05 of this Loan Agreement.

"Loan Terms" means the terms of this Loan Agreement provided in Article II of this Loan Agreement.

"NDEQ" means the Nebraska Department of Environmental Quality established pursuant to Neb. Rev. Stat. §81-1501 et. seq, as amended.

"NIFA" means the Nebraska Investment Finance Authority, a public body politic and corporate and an instrumentality of the State, and its successors and assigns established pursuant to Neb. Rev. Stat. §58-201 et. seq., as amended.

"Note" means a promissory note of the Borrower with respect to the Loan in the form of Attachment F to this Loan Agreement.

"Ordinance" means Ordinance No. ??? passed and approved by the governing body of the Borrower on month day, year, as the same may be amended from time to time.

"Project" means the acquisition, construction, improvement, repair, or rehabilitation which constitutes a project for which the NDEQ is making a Loan to the Borrower pursuant to this Loan Agreement.

"Project Costs" means eligible costs for coverage under NDEQ's Clean Water State Revolving Fund program as a nonpoint source project under Section 603(c)(2) of the Federal Water Pollution Control Act (FWPCA). Project Costs do not include the costs of water rights and for land which is not integral to the treatment process, easements and rights-of-way, legal costs, fiscal agent's fees, operation and maintenance costs and municipal administrative costs. Project Costs are described in Attachment B.

"Regulations" means the Nebraska Department of Environmental Quality, Title 131 – Rules and Regulations for the Wastewater Treatment Facilities and Drinking Water Construction Assistance Programs, and any amendments thereto promulgated by the NDEQ pursuant to the Act.

"Retainage" means construction costs held back by the Borrower from the payments due to the contractor to assure satisfactory completion of the construction agreement.

"State" means the State of Nebraska acting, unless otherwise specifically indicated, by and through the NDEQ and its successors and assigns.

"Street Lighting System" means the structures, equipment, and processes required to maintain and extend street lighting.

"Trustee" means the trustee under any trust indenture with respect to the revenue bonds the proceeds of which are deposited in the Fund.

"User Charge System" means the methodology used to assess user charge fee(s) for the users of the Water Works Plant and Water System; Water Pollution, Sewage Disposal Plant and Sanitary System; the Gas Plant and System; and Street Lighting System and within the Borrower's jurisdiction.

"Water Pollution, Sewage Disposal Plant and Sanitary System" means the structures, equipment, and processes required to collect, transport, and treat domestic or industrial wastes and to dispose of the effluent and sludges.

"Water Works Plant and Water System " means the structures, equipment, and processes required to produce, treat, and distribute drinking water.

"Water User Charge System" means the revenues derived by the Borrower from the fees and charges for the use and services furnished by or through the Borrower's Water Works Plant and Water System.

ARTICLE II

LOAN CONDITIONS AND TERMS

Section 2.01. Amount of the Loan. Subject to all of the terms, provisions and conditions of this Loan Agreement, and subject to the availability of State and Federal funds, the NDEQ will loan seven million dollars (\$7,000,000) to the Borrower to pay a portion of the Project Costs described in Attachment B hereto. The final actual amount of the Loan may be reduced without revision of any other terms, provisions, or conditions of this Loan Agreement, other than adjustment by the NDEQ to the final repayment schedule in Attachment A hereto, to reflect reductions in the estimated or actual total Project Costs as impacted by opening of bids for construction, change orders, final actual costs, and prepayments. The Borrower must make provisions for the payment of all eligible costs exceeding the Loan Amount. The NDEQ may provide supplemental loan funds through a separate Loan Agreement. Receipt of any supplemental loan funds is dependent on availability of unobligated funds in the Fund and any obligation of additional funds to this Project is at the sole discretion of the NDEQ with such revised or additional terms, conditions, and covenants as the NDEQ may require.

Section 2.02. Term of the Loan. The Borrower agrees to fully repay the Loan with interest on the date of Initiation of Operation or to begin repayment of principal and interest on the Loan within one (1) year from the date of Initiation of Operation, but no later than three (3) years from the date of the Loan, whichever occurs first, and to repay such Loan in full no later than twenty (20) years from Initiation of Operation and to pay all principal, interest, administrative fees and penalty fees when due. The Borrower shall provide the NDEQ 60 days written notice of its intent to repay the Loan all or in part on the date of the Initiation of Operation.

Section 2.03. Interest Rate. The interest rate on this Loan is determined by the NDEQ pursuant to Regulations and the Intended Use Plan. The interest rate on this Loan during construction is 0.5 percent and after the date of Initiation of Operation is 1.25 percent per annum for 20 year term (calculated on the basis of a year equaling 360 days made up of 12 months of 30 days each) to be paid as set out in Attachment A. For the purposes of this paragraph "construction" shall mean the period between the date of this Loan and the date of Initiation of Operation.

Section 2.04. Disbursement Of Loan. Upon receipt of a disbursement request for work completed and certification by the Borrower, the NDEQ agrees to disburse the principal amount of the Loan set out in Section 2.01 of this Article during the progress of the Project for Project Costs. The Borrower may obtain a copy of the disbursement record upon request to the NDEQ. Each disbursement shall be upon Automated Clearing House (ACH) by the State of Nebraska and shall be equal to that portion of the unobligated principal amount incurred to the date of the request for disbursement from the Borrower. Submitted requests for disbursement must be supported by proper invoices for Project Costs, a certificate of the Authorized Representative to the effect that all representations made in this Loan remain true as of the date of the request and that no adverse

developments affecting the financial condition of the Borrower or its ability to complete the Project or to repay the Loan have occurred since the date of this Loan, or of the previous disbursement, and other documentation acceptable to and approved by the NDEQ.

The Borrower may request disbursement for eligible Project Costs, when such Project Costs have been incurred and are due and payable to project contractors. Retainage withheld by the Borrower on agreements will be withheld by the NDEQ until such Retainage is either reduced or released to the contractor by the Borrower. However, actual payment of such Project Costs by the Borrower is not required as a condition of a payment request.

(a) Operation and Maintenance Manual. The Borrower shall submit a draft of the operation and maintenance manual for the Project to the NDEQ before disbursements exceed 75% of the Project Costs. The Borrower shall submit a final operation and maintenance manual to the NDEQ and receive approval before disbursements exceed 95% of the Project Costs or final disbursement, whichever comes first.

(b) Fiscal Sustainability Plan. As a Clean Water State Revolving Fund nontreatment works nonpoint source project eligible for funding under Section 603(c)(2) of the Federal Water Pollution Control Act (FWPCA), the project does not require a Fiscal Sustainability Plan.

(c) Cost Effectiveness Analysis. For any CWSRF applications received on or after October 1, 2015, the NDEQ will require, as a condition of providing assistance, for the borrower of such assistance, to certify to NDEQ that the borrower:

(1) has studied and evaluated the cost and effectiveness of the processes, materials, techniques, and technologies for carrying out the proposed project or activity for which assistance is sought under the Water Resources Reform and Development Act of 2014 (WRRDA); and

(2) has selected, to the maximum extent practicable, a project or activity that maximizes the potential for efficient water use, reuse, recapture, and conservation, and energy conservation, taking into account:

(i) the cost of constructing the project or activity; and

(ii) the cost of operating and maintaining the project or activity over the life of the project or activity; and

(iii) the cost of replacing the project or activity.

Section 2.05. Loan Payments.

(a) Principal and Interest Payments. The Borrower shall pay to the NDEQ, or at the direction of the NDEQ, to NIFA or the Trustee on or before the due dates specified below, but only from the sources specified in Section 3.02 hereof, appropriate installments of principal and interest until all principal and interest due on the Loan to the NDEQ has been paid in full. Installments of principal and interest (total Loan service) shall be paid semiannually on December 15 and June 15 of each year in accordance with the Loan Repayment Schedule in Attachment A; provided that, following the final disbursement of Loan proceeds to the Borrower and receipt of the Initiation of Operation date, a revised final Attachment A shall be prepared by NDEQ to establish the final debt service schedule based upon the parameters described in the projected Attachment A. Such revised final Attachment A thereafter shall be deemed to be incorporated herein by reference and made a part hereof and shall supersede and replace the projected Attachment A.

The NDEQ will send the Borrower an invoice 30 days prior to the due date. When a loan disbursement occurs after invoices are mailed, the NDEQ will include adjustments for interest and fee charges on the next semiannual invoice.

(b) Optional Prepayment of the Loan. The Borrower may prepay the Loan, together with any accrued interest in whole or in part. The Borrower may make a partial prepayment of the Loan Amount only if the

prepayment amount is greater than the lesser of 10% of the outstanding amount of the Loan, or fifty thousand dollars (\$50,000). NDEQ shall prepare a new Loan Repayment Schedule to revise Attachment A following receipt of any partial prepayment of the Loan and such revised Attachment A thereafter shall be deemed to be incorporated herein by reference and made a part hereof and shall supersede and replace Attachment A.

Section 2.06. Administrative Fee. The Borrower shall pay to the NDEQ, or at the direction of NDEQ, to NIFA or the Trustee, an annual administrative fee of 1% per annum of the Loan Amount outstanding from time to time to be paid in semiannual installments of 0.5% of the Loan Amount outstanding on the date invoices are mailed in accordance with the Loan Repayment Schedule in Attachment A. Following the final disbursement of Loan proceeds to the Borrower and receipt of the Initiation of Operation date, Attachment A shall be prepared by NDEQ pursuant to Section 2.05(a). The fee is waived for the first year from the date of the initial Loan Agreement.

Section 2.07. Schedule Of Compliance. The Borrower agrees to perform steps of the Project in accordance with the following projected schedule of milestone dates.

- (a) July 2017, Loan date
- (b) December 2016, Construction start
- (c) April 2018, Initiation of Operation
- (d) May 2018, Substantial completion of construction

Section 2.08. Disadvantaged Business Enterprises (Small Business Enterprise/Minority Business Enterprise/Women's Business Enterprise/Small Business Rural Area), including Historically Black Colleges and Universities (hereinafter "DBE/HBCU"). The Borrower agrees that ten percent of the Loan Amount shall be the objective for proposed DBE/HBCU subagreement work under this Loan Agreement. The Borrower shall take affirmative steps to assure that small, minority, and women's businesses pursuant to 40 CFR 31.36(e) and small businesses rural areas pursuant to 13 CFR 121.2 are used when possible as sources of supplies, construction and services. Affirmative steps shall include the following:

- (a) Placing disadvantaged business enterprises, including minority, women's, small businesses and small businesses in a rural area and historically black colleges and universities on solicitation lists;
- (b) Assuring that disadvantaged business enterprises, historically black colleges and universities are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by disadvantaged business enterprises;
- (d) Establishing delivery schedules, where the requirement permits, which encourages participation by disadvantaged business enterprises;
- (e) Using the services and assistance of the Small Business Administration and Minority Business Development Agency of the U. S. Department of Commerce; and
- (f) Requiring the prime contractor to take the affirmative steps listed above.

In addition, the Borrower agrees to submit to the NDEQ a completed SF 334 form within 15 days after the end of each federal fiscal quarter during which the Borrower or its contractors award any subagreements to a disadvantaged business enterprise for building and building-related services and supplies.

Section 2.09. Water User Charge Systems. The Borrower agrees to obtain approval from the NDEQ of its Water User Charge System, and to adopt and implement any necessary changes before the Project is placed in operation. The Borrower agrees that it shall not modify or amend, or make additions to or deletions

from its Water User Charge System without the consent of the NDEQ during the term of the Loan Agreement; provided, however, that the following changes may be made without the consent of NDEQ: (a) any increase in rates and charges necessary or deemed necessary by the governing body of the Borrower in order to comply with the provisions of (i) this Loan Agreement, (ii) the Ordinance or (iii) any ordinance or any other agreement pursuant to which any revenue bonds or other revenue obligations have been issued and for which the revenues of the Combined Utilities have been pledged or (b) any increase deemed necessary by the governing body of the Borrower in order to permit the issuance of or provide for the payment of additional revenue bonds or other additional revenue obligations.

Section 2.10. Other Conditions and Terms.

(a) Engineering Services. The Borrower shall provide and maintain competent and adequate engineering supervision and resident inspection during construction.

(b) Construction Agreement Award. The Borrower shall obtain the NDEQ concurrence and authorization prior to award of the construction agreement.

(c) Initiation of Operation. The Borrower shall provide written notification to the NDEQ of the date of Initiation of Operation of the Project.

(d) Construction Completion. The Borrower shall provide written notification to the NDEQ of the construction completion date of the Project.

(e) Long Term Planning. The Borrower agrees to develop and implement a long-term Water Works management plan for the term of the Loan, including yearly renewals. This plan shall recognize the cost relationship between the Project and future projects.

(f) Contractor's Security. The Borrower agrees to require any contractor of the Project to post separate performance and payment bonds or other security approved by the NDEQ in the amount of the bid.

(g) Certified Operator. The Borrower agrees to provide a qualified operator for its Water Works equivalent to Title 197 - Rules and Regulations for the Certification of Wastewater Treatment Facility Operators in Nebraska.

(h) Site Title and Easements. The Borrower must certify that site title for all easements and rights-of-way necessary to allow construction of the Project have been obtained prior to award of the construction agreement (i.e., all real property has been acquired, bonafide options have been taken or formal condemnation proceedings have been initiated for necessary real property).

(i) Contractors Payments. The Borrower agrees to make prompt payment to its contractor(s) of sums due for construction and to retain only such amounts as may be justified by specific circumstances and provisions of the construction agreement.

(j) Bid Solicitation. The Borrower agrees that all bid solicitations will include the following statement:

"The prospective participants must certify by submittal of EPA Form 5700-49 "Certification Regarding Debarment, Suspension and Other Responsibility Matters" that, to the best of its knowledge and belief, it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency."

(k) Debarment Suspension. The Borrower acknowledges that doing business with any party appearing in the "List of Parties Excluded from Federal Procurement or Non Procurement Programs" may result in disallowance of federal funds under this Loan Agreement and may also result in suspension or debarment under 40 CFR Part 32.

(l) Other Federal Requirements. The Borrower agrees to comply with other applicable Federal Requirements in Attachment D hereto.

(m) Project Sign. The Borrower agrees to display the project sign if provided by the NDEQ. The sign will remain the property of the NDEQ and will be retrieved about one year after Project completion. The Borrower will remove the sign for the NDEQ when requested.

(n) Employment under Public Contracts, LB 403. The Borrower agrees to comply with the provisions of LB 403, approved by the Governor on April 8, 2009. The following language is required and will be included in all agreements made with contractors and is a pass through requirement for his or her subcontractors.

“The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee. If the Contractor is an individual or sole proprietorship, the following applies: 1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us; 2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor’s lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program; and 3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108”

(o) Prevailing Wage. As a Clean Water State Revolving Fund nontreatment works project, the Davis Bacon wage requirements do not apply.

(p) Human Trafficking. Under the requirements of Section 106 of the Trafficking Victims Protection Act of 2000, as amended, the following provisions apply to this award:

“The Borrower, its employees, sub-recipients under this award, and sub-recipients’ employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under the award.”

(q) Buy American Iron and Steel Products. As a Clean Water State Revolving Fund nontreatment works project, the Buy American Iron and Steel requirements do not apply.

ARTICLE III

REPRESENTATIONS AND COVENANTS OF BORROWER

Section 3.01. Representations of the Borrower. The Borrower represents as follows:

(a) Organization and Authority.

(1) The Borrower is a village, town, city, district, association, or other public body created by or pursuant to the constitution and statutes of the State of Nebraska.

(2) The Borrower has full legal right and authority and has all necessary licenses and permits required as of the date hereof (or is in the process of obtaining or reasonably expects to obtain, all necessary licenses and permits that will be required, but are not required to be in place as of the date hereof) to own, operate and maintain its Water Works, to carry on its activities relating thereto, to execute and deliver this Loan Agreement, to undertake and complete the Project, and to carry out and consummate all transactions contemplated by this Loan.

(3) The proceedings of the Borrower's governing body approving this Loan Agreement and authorizing its execution, issuance and delivery on behalf of the Borrower, and authorizing the Borrower to undertake and complete the Project have been duly and lawfully adopted.

(4) This Loan Agreement has been duly authorized, executed and delivered on behalf of the Borrower, and constitutes the legal, valid and binding obligation of the Borrower enforceable in accordance with its terms.

(b) Full Disclosure. To the best knowledge of the Borrower, there is no fact that the Borrower has not disclosed to the NDEQ in writing on the Borrower's application for the Loan or otherwise anything that materially adversely affects or that will materially adversely affect the properties, activities of its Combined Utilities, or the ability of the Borrower to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreement under this Loan Agreement.

(c) Non-Litigation. There is no controversy, suit or other proceeding of any kind pending or to the best knowledge of the Borrower, threatened questioning, disputing or affecting in any way the legal organization of the Borrower or its boundaries, or the right or title of any of its officers to their respective offices, or the legality of any official act taken in connection with obtaining the Loan, or the constitutionality or validity of the indebtedness represented by the Loan Agreement, or any of the proceedings had in relation to the authorization or execution or the pledging of the revenues of the Borrower's Combined Utilities, or the ability of the Borrower to make all Loan Repayments or otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

(d) Compliance with Existing Laws and Agreements. The authorization, execution and delivery of this Loan Agreement by the Borrower, and the performance by the Borrower of its duties, covenants, obligations, and agreements there under will not result in any breach of any existing law or agreement to which the Borrower is a party.

(e) No Defaults. No event has occurred and no condition exists that would constitute an Event of Default. The Borrower is not in violation of any agreement, which would materially adversely affect the ability of the Borrower to make all Loan Repayments or otherwise observe and perform its duties, covenants, obligations, and agreements under this Loan Agreement.

(f) Governmental Consent. The Borrower has obtained all permits and approvals required to date under this Loan Agreement (or is in the process of obtaining or reasonably expects to obtain, all permits and approvals that will be required, but are not required to be in place as of the date hereof) for the undertaking or completion of the Project and the financing or refinancing thereof. The Borrower has complied with, or expects to comply with, all applicable provisions of law requiring any notification, with any governmental body or officer

in connection with this Loan Agreement or with the undertaking or completion of the Project and the financing or refinancing thereof.

(g) Compliance with Law. The Borrower:

(1) is in compliance with all laws, ordinances, governmental rules and regulations to which it is subject, including, without limitation, any public hearing or public notice requirements or environmental review requirements contained in the Regulations, with which the failure to comply would materially adversely affect the ability of the Borrower to conduct its activities, enter into this Loan Agreement or undertake or complete the Project; and

(2) has obtained, or expects to obtain, all licenses, permits, franchises or other governmental authorizations presently necessary for the ownership of its property which, if not obtained, would materially adversely affect the ability of the Borrower to complete the Project.

(h) Use of Loan Proceeds. The Borrower will apply the proceeds of the Loan as described in Article II: (1) to finance or refinance a portion of the Project Costs; and (2) where applicable, to reimburse the Borrower for a portion of the Project Costs, which portion was paid or incurred in anticipation of reimbursement by the NDEQ and is eligible for such reimbursement pursuant to the Regulations. All of such costs constitute Project Costs for which the NDEQ is authorized to make loans to the Borrower pursuant to the Act and the Regulations.

(i) Project Costs. The Borrower certifies that the Project Costs, as listed in Attachment B, are reasonable and accurate estimations and, upon direction of the NDEQ, will supply the same with a certificate from its engineer stating that such costs are reasonable and accurate estimations, taking into account investment income, if any, to be realized during the course of construction of the Project and other money that would, absent the Loan, have been used to pay the Project Costs.

Section 3.02. Particular Covenants of the Borrower.

(a) Dedicated Source of Revenue for Repayment of the Loan. The Borrower hereby pledges the Combined Utilities User Charge as the dedicated source of revenue for the repayment of the Loan. The pledge herein provided for is made in accordance with and under the terms of Ordinance No. ??? and is secured on a parity with the pledge made under the ordinances described below in this Subsection 3.02(a). The Borrower shall fix, establish, maintain and collect such rates, fees, and charges for the use and services furnished by or through the Borrower's Combined Utilities including all improvements and additions hereafter constructed or acquired by the Borrower, as will provide revenues sufficient to (i) pay the cost of the operation and maintenance, and replacement of the Water Works Plant and Water System, (ii) pay at least 110% of the principal of and interest on the Loan as and when the same become due, and (iii) pay all other amounts due at any time under this Loan Agreement, provided, however, the lien of the NDEQ on the revenues of the Borrower's outstanding Combined Utilities revenue bonds issued pursuant to Ordinance Nos. 4080 and 4327 of the City of Hastings, Nebraska and any additional Combined Utilities, revenue bonds hereafter issued on parity with such outstanding revenue bonds. All revenues collected by the Combined Utilities shall be deposited in accounts maintained by the Combined Utilities and all reasonable operating and maintenance costs, required principal and interest payments on outstanding bonds and loans, and necessary capital additions shall be paid from these accounts. Any remaining funds shall be available for any lawful purpose of the City as directed in accordance with applicable statutes, ordinances and rules. The Borrower agrees to develop the User Charge System based on actual or estimated use of Water Works Plant and Water System, providing that each user or user class pay its proportionate share of operation and maintenance (including replacement) costs within the Borrower's service area, based on the user's proportionate contribution to the total water demand from all users or user classes and to conduct at least a biennial review of user charge rates to review the adequacy of the user charge rates. The Borrower agrees the initial financial analysis performed by the NDEQ in Attachment C is a reasonable estimate of the Project Costs, of the financial situation of the Borrower in relation to this Project, and of the user charges necessary at the time of initiation of operation of the Project. The NDEQ may review this information annually to insure the Borrower's compliance with the Loan conditions and update Attachment C to reflect any changes.

(b) Performance Under Loan Agreement. The Borrower covenants and agrees:

(1) to comply with all applicable State and Federal laws, rules, and regulations (including, but not limited to the Federal crosscutting issues listed in Appendix F of the EPA's Initial Guidance for State Revolving Funds and set forth on Attachment D hereto and the NDEQ Regulations), in the performance of this Loan Agreement; and

(2) to cooperate with the NDEQ in the observance and performance of the respective duties, covenants, obligations, and agreements of the Borrower and the NDEQ under this Loan Agreement.

(c) Completion of Project and Provision of Moneys Therefore. The Borrower covenants and agrees:

(1) to exercise its best efforts in accordance with prudent construction best practices to complete the Project and to so accomplish such completion on or before the estimated Project completion date set forth in Article II hereto; and

(2) to provide from its own financial resources all moneys, in excess of the total amount of proceeds it receives under the Loan, required to complete the Project.

(d) Delivery of Documents. Concurrently with the delivery of this Loan Agreement (as previously authorized and executed) at the Loan Closing, the Borrower will cause to be delivered to the NDEQ each of the following items:

(1) Counterparts of this Loan Agreement (as previously executed by parties hereto);

(2) copies of the ordinances and/or resolutions of the governing body of the borrower authorizing the execution and delivery of this Loan Agreement certified by an Authorized Representative;

(3) an Opinion of the Borrower's Counsel substantially in the form of Attachment E hereto;

(4) an executed Note (or other evidence of indebtedness) evidencing the Borrower's obligations under this Loan Agreement in the form of Attachment F; and

(5) such other certificates, documents, opinions, and information as the NDEQ may require.

(e) Operation and Maintenance of Combined Utilities. The Borrower covenants and agrees that it shall, in accordance with prudent Water Works Plant and Water System utility practice:

(1) at all times operate the properties of its Combined Utilities in an efficient manner; and

(2) maintain Project assets, making all necessary and proper repairs, renewals, replacements, additions, betterments, and improvements necessary to maintain its system in good repair, working order and operating condition.

(f) Disposition of Combined Utilities. The Borrower covenants that it intends to own and operate the Project at all times during the term of the Loan. The Borrower does not know of any reason why the Project will not be so used in the absence of (i) supervening circumstances not anticipated by the Borrower at the time of the Loan, (ii) adverse circumstances beyond the control of the Borrower or (iii) obsolescence of such insubstantial parts or portions of the Project as may occur as a result of normal use thereof.

The Borrower shall not sell, lease, abandon, or otherwise dispose of all or substantially all of its Combined Utilities except on ninety (90) days' prior written notice to the NDEQ and, in any event, shall not so sell, lease, abandon, or otherwise dispose of the same unless the Borrower shall in accordance with Section 4.02 hereof assign this Loan Agreement and its rights and interests hereunder to the purchaser or lessee of the Water Works Plant and Water System and such purchaser or lessee shall assume all duties, covenants,

obligations and agreements of the Borrower under this Loan Agreement. In no event shall the Borrower sell, lease, abandon, or otherwise dispose of the Water Works Plant and Water System to any person or entity other than a municipal corporation or other political subdivision of the State of Nebraska or any combination thereof, which has legal responsibility to operate a drinking water system.

Before any proposed disposition of the Combined Utilities can be made, the Borrower shall provide the NDEQ with an opinion of a nationally recognized bond counsel that such proposed disposition is permitted by the provisions of this subparagraph, and further, that such disposition shall not endanger the exclusion from gross income for federal income tax purposes of the interest on any bonds issued to fund deposits into the Fund, nor shall it relieve the Borrower of its duties, covenants, obligations, and agreements under this Loan Agreement.

(g) Records and Accounts. The Borrower shall maintain accurate records and accounts in accordance with generally accepted accounting principles, including principles relating to the reporting of infrastructure assets for its Water Works Plant and Water System (the "System Records"), which shall be separate and distinct from its other records and accounts (the "General Account"). The System Records and General Accounts shall be made available for inspection upon request by the NDEQ at any reasonable time. The Borrower shall, upon written request by the NDEQ during the term of the Loan, engage an independent auditor to conduct an audit of the project's financial records in accordance with generally accepted government auditing standards. The Borrower shall provide the NDEQ a copy of the audit report, provided such audit shall not be due to the NDEQ sooner than 210 days following the close of the fiscal year, or years, identified in the request for audit. In the event that during the period in which the Project financed by this Loan Agreement is under construction, and the Borrower expends, for any purpose, total federal funds in excess of seven hundred and fifty thousand dollars (\$750,000) during the Borrower's fiscal year, then the Borrower shall, irrespective of any request from the NDEQ, provide the NDEQ a copy of the Single Audit made on the Borrower's General Accounts performed by an independent auditor required in such cases by 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. In the sole discretion of the NDEQ, any requirement herein to perform and/or provide an audit at the request of the NDEQ may be waived by the NDEQ on the basis of the Borrower's receipt of an audit waiver received from some other government agency and accurately acknowledging the Borrower's obligation to the NDEQ under this Loan or for any other reason acceptable to the NDEQ.

(h) Inspections; Information. The Borrower shall permit the EPA, the NDEQ, and any party designated by the NDEQ to examine, visit and inspect, at any and all reasonable times, the property, if any, constituting the Project, and to inspect and make copies of any accounts, books, and records, including (without limitation) its records regarding receipts, disbursements, contracts, investments and any other matters relating thereto and to its financial standing, and shall supply such reports and information as the EPA and the NDEQ may reasonably require in connection therewith.

(i) Insurance. The Borrower will carry and maintain such reasonable amount of all risk insurance on all properties and all operations of the Water Works Plant and Water System as would be carried by similar sized municipal operators of Water Works Plant and Water System, insofar as the properties are of an insurable nature. The Borrower also will carry general liability insurance in amounts not less than the maximum liability of a governmental entity for claims arising out of a single occurrence, as provided by the Nebraska Political Subdivisions Tort Claims Act, Neb.Rev.Stat. §§13-901 to 13-926, or other similar future law.

(j) Continuing Representations. The representations of the Borrower contained herein shall be true at the time of the execution of this Loan Agreement and at all times during the term of this Loan Agreement.

(k) Notice of Material Adverse Change. The Borrower shall promptly notify the NDEQ of any material adverse change in the activities, prospects, or condition (financial or otherwise) of the Borrower's Water Works Plant and Water System, or in the ability of the Borrower to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations, and agreements under this Loan Agreement.

(l) Additional Covenants and Requirements. If necessary in connection with the making of the Loan, additional covenants and requirements have been included. The Borrower agrees to observe and comply with each such additional covenant and requirement, if any.

ARTICLE IV

ASSIGNMENT

Section 4.01. Assignment and Transfer by the NDEQ. The Borrower hereby approves and consents to any assignment or transfer of this Loan Agreement that the NDEQ deems necessary in connection with the operation and administration of the Fund. The Borrower hereby specifically approves the assignment and pledging of the interest portion of the Loan Repayments to NIFA.

Section 4.02. Assignment by the Borrower. This Loan Agreement may not be assigned by the Borrower for any reason, unless the following conditions shall be satisfied:

(a) The NDEQ shall have approved said assignment in writing;

(b) the assignee is a village, town, city, district, association, county, or other public body created by or pursuant to State law of the State of Nebraska or any combination thereof, that has legal responsibility to treat wastewater;

(c) the assignee shall have expressly assumed in writing the full and faithful observance and performance of the Borrower's duties, covenants, and obligations under this Loan Agreement; provided, however, such assignment shall not relieve the Borrower of its duties, covenants, and obligations under this Loan Agreement;

(d) the assignment will not adversely impact the NDEQ's ability to meet its duties, covenants and obligations under the Pledge Agreement nor may the assignment endanger the exclusion from gross income for federal tax purposes of the interest on any bonds issued by NIFA to fund deposits into the Fund; and

(e) the Borrower shall provide the NDEQ with an opinion of a nationally recognized bond counsel that each of the conditions set forth in subparagraphs (b), (c), and (d) hereof have been met.

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES

Section 5.01. Events of Default and Remedies.

(a) Violation or noncompliance of any of the provisions of this Loan Agreement or Ordinance ??? by the Borrower, or failure of the Borrower to complete and maintain the Project in the manner proposed by the Borrower, and approved by the NDEQ may result in a cancellation of this Loan Agreement, and a demand that any outstanding balance of principal and interest be paid immediately.

(b) In the event that the Borrower makes a late payment pursuant to the Loan Repayment Schedule in Attachment A, the NDEQ may assess a penalty. Late payments will subject the Borrower to a five percent administrative penalty on the delinquent amount. Penalty interest shall accrue at the rate of one percent per month of the amount of the late payment from and after the due date until it is paid.

(c) If the Borrower fails to make any payment of principal and interest, late fee, and penalty interest imposed pursuant to this Loan Agreement within 60 days of the due dates specified in Section 2.05, the payment shall be deducted from the amount of aid to municipalities to which the Borrower is entitled under Neb. Rev. Stat. §72-1503. Such amount shall be paid directly to the Fund.

Section 5.02. Notice of Default. Before any action is taken under this Article, the NDEQ shall give 30 days written notice of the NDEQ's intent to the Borrower. The Borrower shall have the 30 day time period to comply with the violated Agreement term. If compliance is achieved the Loan shall revert to good standing.

ARTICLE VI

MISCELLANEOUS

Section 6.01. Hold Harmless Agreement. The State of Nebraska and the NDEQ, and the officers, agents, and employees of each, shall have no responsibility or liability for the construction, operation and maintenance of the Project.

Section 6.02. Waivers. Any waiver at any time of rights or duties under this Loan Agreement shall not be deemed to be a waiver of any subsequent right or duty under this Loan Agreement.

Section 6.03. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the Borrower, NDEQ, at the following addresses:

(a) BORROWER

City of Hastings
220 N Hastings Ave
Hastings, NE 68901

(b) NDEQ

Department of Environmental Quality
Suite 400
1200 "N" Street, The Atrium
P.O. Box 98922
Lincoln, NE 68509-8922

All notices given by registered, or certified mail as aforesaid, shall be deemed duly given as of the date they are so mailed. Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent, by notice in writing given to the others.

Section 6.04. Amendments, Supplements and Modifications. This Loan Agreement may not be amended, supplemented, or modified except in writing signed by the NDEQ and the Borrower.

Section 6.05. Severability. In the event any provision of this Loan Agreement shall be held illegal, invalid, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

Section 6.06. Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the NDEQ and the Borrower and their respective successors and assigns.

Section 6.07. Execution in Counterparts. This Loan Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 6.08. Governing Law and Regulations. This Loan Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska, including the Act and the Regulations which Regulations are, by this reference thereto, are incorporated herein as a part of this Loan Agreement.

Section 6.09. Consents and Approvals. Whenever the written consent or approval of the State shall be required under the provisions of this Loan Agreement, such consent or approval may only be given by the NDEQ.

Section 6.10. Further Assurances. The Borrower shall, at the request of the NDEQ, authorize, execute, acknowledge, and deliver such further resolutions, conveyances, transfers, assurances, financing statements, and other instruments as may be necessary, or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests, and agreements granted, or intended to be granted by this Loan Agreement.

Section 6.11. Notice to Trustee. Upon assignment of the Note to NIFA which may occur from time to time and thereafter, the NDEQ shall deliver a notice of this Loan in the form prescribed by NIFA, and other pertinent information relating thereto, to the Trustee for any bonds of NIFA issued to fund deposits into the Fund.

IN WITNESS THEREOF, the parties hereto have caused this Loan Agreement to be executed and delivered as of the date set forth below.

CITY OF HASTINGS,
NEBRASKA

NEBRASKA DEPARTMENT OF
ENVIRONMENTAL QUALITY

By _____

By _____

Title Mayor

Title Director

Date _____

Date _____

INDEX OF ATTACHMENTS

Attachment A - Projected Loan Repayment Schedule

Attachment B - Project Costs and Projected Outlay Schedule

Attachment C - Financial Analysis

Attachment D - List of Federal Laws and Authorities

Attachment E - Borrower's Counsel's Opinion

Attachment F - Promissory Note

Attachment G - Certificate

Attachment H – Other Documents

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ATTACHMENT A

PROJECTED LOAN REPAYMENT SCHEDULE

Interest accruing and administrative fee due before December 15, 2018, which is not reflected on the following amortization schedule shall be billed and paid in accordance with the NDEQ's procedures as in effect from time to time. Interest shall accrue at the applicable rate (set forth in Section 2.03 of the Loan Agreement) as to the amount drawn and outstanding from time to time during the payment period. The administrative fee at the applicable rate (set forth in Section 2.06 of the Loan Agreement) is due during the payment period on the Loan Amount outstanding on the date invoices are mailed. Payments are due on June 15 and December 15 of each year, with an estimated commencement of June 15, 2018. Amounts due will be billed on or about May 15 and November 15 of each year for each six-month payment period ending on the set interest payment date. Interest accruing and administrative fee due on any principal amounts drawn after the billing date are to be paid as an addition to the billing for the next interest payment period. Following the final disbursement of Loan proceeds to the Borrower and receipt of the Initiation of Operation date, a revised final Attachment A shall be prepared by NDEQ to establish the final debt service schedule based upon the following parameters set forth below. Such revised final Attachment A thereafter shall be deemed to be incorporated herein by reference and made a part hereof and shall supersede and replace the projected Attachment A.

The final Loan Repayment Schedule shall be calculated by NDEQ based on the following parameters:

- (1) Final principal amount of Loan;
- (2) Amount of Loan Forgiveness, if any;
- (3) Interest rate as set forth in Section 2.03;
- (4) Installments of principal and interest on each June 15 and December 15 payment date, (a) beginning on the latest such payment date that is within one year after the Initiation of Operation date but no later than three years after the date of the Loan Agreement, whichever occurs first and (b) ending on the latest such payment date that is less than 20 years after the Initiation of Operation date; and
- (5) Amortization of principal to achieve level payments of principal and interest (not taking into account the administrative fee payment pursuant to Section 2.06).

ATTACHMENT B

PROJECT COSTS

Construction	\$5,620,000
Equipment	1,030,000
Contingencies	<u>\$350,000</u>
TOTAL ESTIMATED PROJECT COST	\$7,000,000

SOURCE OF FUNDS

NDEQ CWSRF Loan	<u>\$7,000,000</u>
TOTAL ASSISTANCE	\$7,000,000

OUTLAY SCHEDULE

July 2017	625,000
August 2017	625,000
September 2017	625,000
October 2017	625,000
November 2017	625,000
December 2017	625,000
January 2018	625,000
February 2018	625,000
March 2018	625,000
April 2018	625,000
May 2018	750,000
TOTAL	\$7,000,000

ATTACHMENT C

FINANCIAL CAPABILITY ANALYSIS

CITY OF HASTINGS, NEBRASKA CWSRF Project No. C317930

The City of Hastings has requested Clean Water State Revolving Fund (CWSRF) assistance of \$7,000,000 to finance an Aquifer Storage & Restoration Project. The CWSRF eligible project costs are \$7,000,000. The City of Hastings qualifies for a CWSRF interest rate of 1.25% plus an annual administration fee of 1.00% for a 20-year term.

A financial analysis is presented. The documents reviewed and used to complete this analysis are:

1. Audit reports for the City of Hastings, for the years Fiscal Years 2013, 2014, 2015, and 2016. Effective January 1, 2016 Hastings Utilities, Hastings Utilities fiscal year end changed from December 31, to September 30. Therefore the information for fiscal year 2016 is for a 9 month period.
2. Ordinance No. 4080 i.e. an ordinance authorizing and providing for the issuance of combined utility revenue bonds, series 2006 in the principal amount of \$6,000,000.
3. Ordinance No. 4327 i.e. an ordinance authorizing and providing for the issuance of combined utility revenue and refunding bonds, series 2012 in the principal amount of \$16,535,000.
4. Ordinance No. 4485 which established water rates for the consumption of water from the water distribution system.

The Hastings Utilities (HU) is a municipal-owned, not for profit utility system that provides its customers a number of essential services. Those services are electricity, natural gas, water, pollution control, and street lighting. HU operates and manages an Electric Utility and a Combined System. The Combined System includes natural gas, water, pollution control, and street lighting utilities.

The Electric Utility and the Combined System charges user fees for providing utility service to residents and businesses in Hastings and a few surrounding areas. This revenue stream goes towards paying for the operation and maintenance expenses incurred for operating the electric utility and the combined system. On occasion, HU borrows funds for capital improvements projects. The revenue from the utility is used to pay the debt service associated with repayment of borrowed funds. The revenue stream from the combined system will be dedicated for repayment of the CWSRF loan. Since the proposed project is for the protection and restoration of the drinking water used by the customers of HU, the revenue from the water utility will go towards repayment of the CWSRF loan.

Table 1

Combined Utility Account Summary

Fiscal Year Ending September 30.	Revenue	Expenses (excludes depreciation)	Revenue Minus Expenses	Debt Service	Debt Service Ratio
2013	\$19,153,222	\$13,585,076	\$5,568,146	\$1,430,789	3.89
2014	\$20,206,491	\$15,808,622	\$4,397,869	\$1,966,515	2.24
2015	\$17,630,733	\$13,041,302	\$4,589,431	\$1,801,183	2.55
2016	\$13,841,758	\$8,958,784	\$4,882,974	\$1,793,349	2.72

Water Utility Account Summary

Fiscal Year Ending September 30.	Revenue	Expense	Revenue Minus Expenses
2013	\$3,905,352	\$2,510,786	\$1,394,566
2014	\$4,050,148	\$2,618,729	\$1,431,419
2015	\$4,676,167	\$2,462,769	\$2,213,398
2016	\$4,358,288	\$1,802,129	\$2,556,159

User Fee Impacts

On October 1, 2016, Hastings adopted Ordinance No. 4485 establishing new water rates. Residential customers inside City limits will be charged water rates that consist of a customer charge of \$8.20 per month plus \$1.86/100 per 100 cubic feet of water. This will translate to \$21.22 per month for a typical user who uses 700 cubic feet of water per month. Ordinance No. 4485 instituted a 12% rate increase over the previous year

The annual repayment of principal and 1.25% interest and the 1.00% administration fee (average over 30 years) on a CWSRF loan amount of \$7,000,000 plus an additional 10% for debt service coverage on interest expenses is \$485,308. The water utility revenue should support the debt service as a result of the proposed CWSRF Loan.

Recommendation: Hastings's estimated water rate is 0.45% of the median household income of \$46,840. Since Hastings's water rate is less than the 2.50% guideline from EPA, we recommend that the Department award a CWSRF Loan to Hastings.

ATTACHMENT D

LIST OF FEDERAL LAWS AND AUTHORITIES

ENVIRONMENTAL:

- Archeological and Historic Preservation Act of 1974, Pub. L. 93-291, 16 U.S.C. §469a-1
- Clean Air Act, PL 95-95, as amended, 42 U.S.C. 7506(c)
- Coastal Barrier Resources Act, PL 97-348, 96 Stat. 1653, 16 U.S.C. 3501 et seq.
- Coastal Zone Management Act of 1972, PL 92-583, as amended, 16 U.S.C. §1451 et seq.
- Endangered Species Act, PL 93-205, as amended, 16 U.S.C. 1531 et seq.
- Essential Fish Habitat Consultation Process Under the Magnuson-Stevens Fishery Conservation and Management Act, PL 94-265, as amended, 16 U.S.C. §1801 et seq.
- Executive Order 11988, Floodplain Management, as amended; Executive Order 12148, as amended
- Executive Order 11990, Protection of Wetlands, as amended; Executive Order 12608, as amended
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, as amended
- Farmland Protection Policy Act, PL 97-98, 7 U.S.C. §4201 et seq.
- National Environmental Policy Act, PL 91-190, 42 U.S.C. §4321 et seq.
- National Historic Preservation Act of 1966, PL 89-665, as amended, 16 U.S.C. §740 et seq.
- Safe Drinking Water Act, as amended, PL 92-523, as amended, 42 U.S.C. 300f et seq.
- U.S. Fish and Wildlife Service National Wetlands Inventory
- Wild and Scenic Rivers Act, PL 90-542, as amended, 82 Stat. 913, 16 U.S.C. §1271 et seq.

ECONOMIC:

- Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended, 42 U.S.C. §3331 et seq.
- Executive Order 12549, Debarment and Suspension, as amended
- Executive Order 13202, as amended; Executive Order 13208, as amended
- Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act, with Respect to Federal Contracts, Grants, or Loans, as amended
- Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646, as amended, 42 U.S.C. §§4601-4655

SOCIAL LEGISLATION:

- Age Discrimination Act of 1975, PL 94-135, 42 U.S.C. §6102
- Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, PL 102-389
- Executive Order 11246, Equal Employment Opportunity, as amended
- Executive Orders 11625, 12138, and 12432 Women's and Minority Business Enterprise, as amended
- Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, PL 100-590
- Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794
- Section 13 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. §1251
- Title VI of the Civil Rights Act of 1964, PL 88-352, 42 U.S.C. §200d

MISCELLANEOUS AUTHORITY

- Nebraska Clean Water State Revolving Loan Fund #CS – 310001

The list of Federal Laws and Authorities is based upon the EPA's listing of "Additional Information on Cross-Cutting Federal Authorities" (http://water.epa.gov/grants_funding/dwsrf/xcuts.cfm) and the EPA's "Cross-Cutting Federal Authorities: A Handbook on Their Application in the Clean Water and Drinking Water State Revolving Fund Programs" (October 2013: <http://www2.epa.gov/sites/production/files/2015-08/documents/crosscutterhandbook.pdf>) as of October 12, 2015. This list is subject to change based upon the federal authorities of the EPA.

ATTACHMENT E

Form of Opinion of Borrower's Counsel

[USE BORROWER'S OR COUNSEL'S LETTERHEAD]

[Date]

[NOTE: Any of the opinions given below may be given in reliance upon the opinion of another Bond Counsel, and one Bond Counsel may give some of the opinions and another Bond Counsel may give others.]

Nebraska Department of Environmental Quality
Suite 400
1200 N Street, The Atrium
Post Office Box 98922
Lincoln, NE 68509-8922
Attention: Water Quality Division

Ladies and Gentlemen:

[I/We] have acted as **[Bond]** Counsel in connection with the execution and delivery by Hastings, a City (the "Borrower"), of an Agreement for Loan No. C317930 (the "Loan Agreement") between the Borrower and the Nebraska Department of Environmental Quality ("NDEQ") and the issuance of a promissory note (the "Note") by the Borrower to NDEQ. All terms used in this opinion letter and not defined shall have the meanings given to them in the Loan Agreement.

In this connection, **[I/we]** have examined the following:

(a) Certified copies of the **[DESCRIBE RESOLUTION AND/OR ORDINANCE PURSUANT TO WHICH LOAN AGREEMENT AND NOTE ARE TO BE ENTERED INTO];**

(b) An executed counterpart of the Loan Agreement;

(c) The executed Note; and

(d) Such other documents as **[I/we]** deemed relevant and necessary in rendering this opinion.

As to questions of fact material to **[my/our]** opinion, **[I/we]** have relied upon the certified proceedings and other certifications of public officials furnished to **[me/us]** without undertaking to verify the same by independent investigation.

Based upon the foregoing **[I am/we are]** of the opinion that:

1. The Borrower is a City duly organized and validly existing under the laws of the State of Nebraska.

2. The Borrower is a governmental unit, as such term is used in Section 141(b)(6) of the Internal Revenue Code of 1986, as amended.

3. The Borrower has the power and authority to enter into the Loan Agreement, to issue the Note, to borrow the entire principal amount provided for in Section 2.01 of the Loan Agreement (the "Principal Amount") and to perform its obligations under the Loan Agreement and the Note.

4. The Loan Agreement and the Note have been duly authorized, executed and delivered by the Borrower and are, and would be if the entire Principal Amount were advanced to the Borrower pursuant to the Loan Agreement on the date of this opinion, valid and legally binding special obligations of the Borrower, payable solely from the sources provided therefor in the Loan Agreement, enforceable in accordance with their respective terms, except to the extent that the enforceability thereof may be limited by laws relating to bankruptcy, insolvency or other similar laws affecting creditors' rights generally and general principles of equity.

5. Pursuant to §18-1803 through 18-1805 the Loan Agreement creates a valid lien on the funds pledged by the Borrower pursuant to Section 3.02 of the Loan Agreement for the security of the Loan Agreement and the Note and no other debt of the Borrower is secured by a superior lien on such funds.

6. The Borrower has obtained or made all approvals, authorizations, consents or other actions of, and filings, registrations or qualifications with, the Borrower or any other government authority which are legally required to allow the Borrower to enter into and perform its obligations under the Loan Agreement and the Note and borrow the full Principal Amount pursuant to the Loan Agreement and the Note.

Very truly yours,

ATTACHMENT F

PROMISSORY NOTE OF THE CITY OF HASTINGS, NEBRASKA

FOR VALUE RECEIVED, the undersigned (the "Borrower") promises to pay, but solely from the sources described herein, to the order of the Nebraska Department of Environmental Quality ("NDEQ"), or its successors and assigns, the principal sum of not to exceed \$7,000,000, to the extent disbursed pursuant to Section 2.01 and Section 2.04 of the Loan Agreement No. C317930 ("the Loan Agreement"), with interest on each such amount until paid, as provided in Section 2.03 of the Loan Agreement between NDEQ and the Borrower. In addition, the Borrower shall pay an Administrative Fee on the outstanding principal amount of this Note at the rate of 1.0 percent per annum as provided in the Loan Agreement. The said principal and interest and Administrative Fee shall be payable in semiannual installments each payable on June 15 and December 15 of each year in accordance with Section 2.05 of the Loan Agreement. Each installment shall be in the amount set forth in Attachment A to the Loan Agreement.

All payments under this Note shall be payable at the offices of NDEQ in Lincoln, Nebraska, and upon the assignment of this Note to NIFA, at the principal corporate trust office of a Trustee designated by NIFA, or such other place as the NDEQ may designate in writing.

This Note is issued pursuant to and is secured by the Loan Agreement and Ordinance No. ??? of the City of Hastings, Nebraska, the terms and provisions of which are incorporated herein by reference.

All payments of principal of and interest on this Note and other payment obligations of the Borrower hereunder shall be limited obligations of the Borrower payable solely out of the Combined Utilities User Charge (as defined in the Loan Agreement), on parity with Combined Utility revenue bonds pursuant to Ordinance Nos. 4080 and 4327 and shall not be payable out of any other revenues of the Borrower. The obligations of the Borrower under this Note shall never constitute or give rise to a charge against its general credit or taxing power. This note shall not be a debt of the Borrower within the meaning of any constitutional statutory or charter limitation upon the creation of general obligation indebtedness of the Borrower.

If default be made in the payment of any installment due under this Note, or by the occurrence of any one or more of the Events of Default specified in Article V of the Loan Agreement, and if such Event of Default is not remedied as therein provided, or at any time thereafter, may give notice to the Borrower that all unpaid amounts of this Note then outstanding, together with all other unpaid amounts outstanding under the Loan Agreement, are due and payable immediately, and thereupon, without further notice or demand, all such amounts shall become and be immediately due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at any time in the event of any continuing or subsequent default.

The Borrower hereby waives presentment for payment, demand, protest, notice of protest and notice of dishonor.

This Note and all instruments securing the same are to be construed according to the laws of the State of Nebraska. Signed and sealed this _____ day of _____, 2017.

[SEAL]

CITY OF HASTINGS, NEBRASKA

Attest:

By _____

Title Mayor

NEBRASKA DEPARTMENT OF
ENVIRONMENTAL QUALITY

By _____

Title Director

Date _____

Complete this section upon assignment of this Note to NIFA.

Pursuant to the Pledge Agreement dated as of _____ as amended (the "Pledge Agreement"), by and between the NDEQ and the Nebraska Investment Finance Authority ("NIFA"), and the _____ dated as of _____, as supplemented and amended, by and between NIFA _____, as trustee, the NDEQ hereby assigns, grants and conveys any and all of the NDEQ's rights, title and interest in this Note to NIFA, except as provided in the Pledge Agreement, and NIFA hereby assigns such rights, title and interest to the Trustee and any successor Trustee.

NEBRASKA INVESTMENT FINANCE AUTHORITY

Attest:

By _____

Title _____

Date _____

ATTACHMENT G

**CERTIFICATE OF THE
CITY OF HASTINGS, NEBRASKA**

The following certifications are made in connection with the Agreement for Loan No. C317930 (the "Loan Agreement") between the Nebraska Department of Environmental Quality ("NDEQ") and the City of Hastings, Nebraska (the "Borrower") for the purpose of establishing compliance by the Borrower with requirements for the maintenance of the tax exemption of interest on any bonds (the "Bonds") which may be from time to time issued by the Nebraska Investment Finance Authority ("NIFA") to provide funds for deposit in the Fund (as defined in the Loan Agreement).

WHEREFORE, the undersigned hereby certifies on behalf of the Borrower to NDEQ, NIFA and any trustee for the Bonds, as follows:

1. The undersigned is authorized to make the following certifications on behalf of the Borrower.
2. The Borrower represents that it reasonably expects that the design and construction of the Project, as defined in the Loan Agreement, will commence within six months from the execution of the Loan Agreement and that the design and construction of the Project will proceed with due diligence thereafter to completion.
3. The proceeds of the loan pursuant to the Loan Agreement will be used to construct a facility that will be owned and operated by the Borrower. There will be no Agreements for the use of the facility other than Agreement on a rate scale basis. Specifically, the Borrower represents that there will be no Agreements for use of the Project that will require a non-governmental unit to make payments to the Borrower without regard to actual use of the Project.

Dated this _____ day of _____, 2017.

CITY OF HASTINGS, NEBRASKA

Title: _____

ATTACHMENT H
OTHER DOCUMENTS

DRAFT

Department: Engineering
Staff Contact: David Wacker
Council Meeting Date: 07/24/2017

AGENDA ITEM SUMMARY SHEET

Description of Item:

Approval of Agreement with Nebraska Department of Roads for project NH-34-4 (130) improving North Highway 281 and Highway 34. (42nd Street to Lochland Road and City limits)

Names of People/Business affected by this action:

Motorists
NDOR
City of Hastings

Why Council action is required:

Contractual Agreement

Type of action requested:

Resolution

Suggested motion:

Resolution No. 2017-19

Deadlines associated with action:

State of Nebraska requests approval to plan for fall letting.

Department head comments:

The State of Nebraska has programmed the resurfacing of US 281 and 34 from 42nd Street North to Doniphan.

1.2 miles of the improvement lies within the corporate limits from the 42nd street beginning point of the project to the northerly city limit line of the city.

Under Chapter 39-2105, the City is responsible for that portion of the municipal highway extension which exceeds the minimum design of the rural highway leading into the municipality.

In this case, US 34 enters the City as a two (2) lane road from Minden to the West of Hastings.

The city's responsibility thus falls with the outside two (2) or fifty (50) percent of the project cost estimated within the City limits.

This agreement with the state, will provide for this work to begin in the next fiscal year.

The City's estimate of cost is \$499,585 and will need to be a budget consideration for our upcoming budget for 2017-2018. The agreement calls for a payment of \$250,000.00 in July of

2018, with the balance to be paid in March of 2019.

Recommend Approval.

City Administrator comments:

This is a bit of a change coming from the NDOT in charging cities for half the cost of resurfacing. The City Attorney and City Engineer have indicated that it is within the authority of the State to require our involvement in the cost of these repairs.

Recommend Approval

MUNICIPALITY PROGRAM AGREEMENT
STATE PROJECTS

STATE OF NEBRASKA, DEPARTMENT OF ROADS
CITY OF HASTINGS
PROJECT NO. NH-34-4(130)
CONTROL NO. 42432
IMPROVING HIGHWAY US-34 IN HASTINGS

THIS AGREEMENT is between City of Hastings, a municipal corporation of the State of Nebraska ("Municipality"), and State of Nebraska, Department of Roads ("State"), collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, State intends to improve a portion of State Highway US-34 at the location as shown on Exhibit "A"; and

WHEREAS, State intends that the improvement be developed and constructed under the designation of Project No. NH-34-4(130); and

WHEREAS, the improvement is located within the designated urban area of Hastings, Nebraska, and funds administered by State have been made available for the construction of improvements such as this; and

WHEREAS, this Agreement is related to the portion of the project on State Highway N-34 located within Municipality's corporate limits; and

WHEREAS, Parties intend that this Agreement describe certain roles and responsibilities applicable to this project; and

WHEREAS, Federal Regulations provide that Municipality shall not profit or otherwise gain from local property assessments that exceed Municipality's share of project costs; and

WHEREAS, City Council has authorized the Mayor to sign this Agreement, as evidenced by the Resolution of City Council, as shown on Exhibit "B"; and

WHEREAS, the Parties understand that this Agreement will be posted to a publically accessible database of State agreements pursuant to the requirements Neb.Rev.Stat. § 84-602.02.

WHEREAS, the project work within the corporate limits is described below in Section 2.

NOW THEREFORE, in consideration of these facts and the mutual promises of the Parties hereto, the Parties agree as follows:

SECTION 1. DURATION OF THE AGREEMENT

- 1.1 *Effective Date*** -This Agreement is effective immediately on the date it is fully executed by the Parties. The Mayor is authorized by the City Council to execute this Agreement, as evidenced by the Resolution of City Council, attached as Exhibit "B" and incorporated herein by this reference
- 1.2 *Renewal, Extension or Amendment*** -This Agreement may be renewed, extended or amended by mutual agreement or as otherwise provided herein.
- 1.3 *Identifying Date*** - For convenience, this Agreement's identifying date will be the date the State signed the Agreement.
- 1.4 *Duration*** - This Agreement will remain in full force and effect for future responsibilities of Municipality described herein, such as for parking, encroachments and maintenance, unless such responsibilities have been rescinded by State. State will treat the remainder of this Agreement as inactive upon the happening of either (1) the waiver of an audit review, or (2) the final completion of an audit review by the State or its authorized representative and the resolution of all issues identified in the audit report.
- 1.5 *Termination*** - Further, State reserves the right to terminate the Agreement as provided herein.

SECTION 2. DESCRIPTION OF THE WORK WITHIN THE CORPORATE LIMITS

The Parties agree State will develop plans and specifications and cause the project to be constructed at the location shown on Exhibit "A", attached and incorporated herein by this reference, and in accordance with plans and specifications and the provisions of this Agreement. Generally the improvements to be constructed with this project include the following: This project within the corporate limits will consist of milling and resurfacing the existing roadway, shoulders and include culvert extension work beginning approximately 616 feet north of the junction of US-34 and 42nd Street (US-34 Bypass) (R.P. 213+05) and extend to the north corporate limits at R.P. 214+24.

State shall:

- 3.1 Prepare at its sole discretion, plans and specifications for State's proposed subject project. State will deliver these plans and specifications to Municipality prior to construction. State has sole authority to modify the plans or specifications as necessary to complete the proposed improvements.
- 3.2 Acquire all property rights for Right of Way (ROW) for the project that will not be acquired by Municipality.
- 3.3 Advertise and conduct a letting and receive bids on the proposed improvement. State has the sole authority to determine, and award the contract to, the lowest responsible bidder. State shall sign the construction contract.
- 3.4 Supervise and cause completion of the construction of the improvement as shown in the construction contract documents and modifications thereto. State has sole authority to execute any contractor change orders-supplemental agreements required for construction of the project within Municipality's corporate limit. State will notify the Municipality of any contractor change orders-supplemental agreements that increase Municipality's cost.
- 3.5 Reimburse, when applicable, Municipality for the nonbetterment relocation of municipally owned utility facilities as provided in SECTION 10. UTILITY RELOCATION WORK.

SECTION 4. MUNICIPALITY RESPONSIBILITIES.

Municipality shall, with respect to the portion of the project within its corporate limits, and at no cost to State:

- 4.1 Regulate, to the extent Municipality has authority to do so, all future development and use of property adjoining the public ROW as described in SECTION 6. MUNICIPALITY'S DUTIES AND RIGHTS REGARDING RIGHT OF WAY.
- 4.2 Require that all future entrances from private property to the highway ROW within the limits of this project receive approval of the Director-State Engineer, Department of Roads or authorized representative, pursuant to Neb. Rev. Stat. § 39-1332 prior to Municipality approval or Municipality issuing a building permit for the site.
- 4.3 Cause the removal of all advertising signs from the existing highway ROW. Municipality also agrees to cause the removal from the existing highway ROW of other privately owned encroachments, facilities, objects, structures, or things, and to keep the existing and new highway ROW free of future encroachments, facilities, objects, structures, or things, except those authorized by permit from Municipality and approved by State and Federal Highway Administration.
- 4.4 Comply with, for project work performed by Municipality, the provisions of the Nebraska Fair Employment Practices Act, Neb. Rev. Stat. §§ 48-1101 - 48-1126, and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27, as set forth in the SECTION 17. TITLE VI NONDISCRIMINATION CLAUSES.
- 4.5 Perform the present and future duties assigned to Municipality under this Agreement at its sole cost except when costs are specifically reimbursable under this Agreement.
- 4.6 Obtain approval of State, with Federal Highway Administration concurrence, prior to making or causing changes in the roadway geometrics, either during project construction or after the project is completed. Changes that require prior approval include but are not limited to: access control, driveways, median breaks, parking restrictions or any other traffic control items.
- 4.7 Amend ordinances, as necessary, to establish pavement or ground elevations shown in the plans when proposed construction involves a change in elevations established by a pre-existing ordinance.

- 4.8 If the Municipality procures consultant services for preliminary engineering and construction engineering for nonbetterment rehabilitation of municipally owned and operated utilities by the Municipality, the Municipality agrees to comply with Chapter 4 of the "Nebraska Department of Roads' LPA Guidelines Manual for Federal-Aid Projects "

SECTION 5. CONSTRUCTION SCHEDULE

State will determine the construction schedule for this project.

SECTION 6. MUNICIPALITY'S DUTIES AND RIGHTS REGARDING RIGHT OF WAY

- 6.1 Encroachments: Municipality and State will cooperate to cause the removal of encroachments from public ROW, or correction or alteration in the public ROW, as necessary for the construction of the aforesaid project.
- 6.2 Adjacent Development: Municipality understands that State highway ROW shall be held inviolate for State highway purposes pursuant to Neb. Rev. Stat. § 39-1359, and no physical or functional encroachments, structures, or uses shall be permitted within such right-of-way limits, except by written consent of State. Municipality will regulate, to the fullest extent allowed by law, the private or non-transportation related public development of property adjoining the public ROW, to prevent future encroachment or uses of the public ROW, except by written consent of State. Municipality shall not issue a building permit for an adjacent property which requires work on the state highway right of way unless State has given advanced written approval of the proposed plans.
- 6.3 Special Assessments: Municipality shall not use special assessments to defray Municipality's costs under this Agreement unless Municipality has received, in advance, written consent from State's Right of Way Division Manager.

SECTION 7. ROADWAY LIGHTING SYSTEM

THIS SECTION HAS INTENTIONALLY BEEN LEFT BLANK

SECTION 8. TRAFFIC SIGNAL EQUIPMENT

THIS SECTION HAS INTENTIONALLY BEEN LEFT BLANK

SECTION 9. PERMISSION TO USE STATE RIGHT OF WAY

THIS SECTION HAS INTENTIONALLY BEEN LEFT BLANK

SECTION 10. UTILITY RELOCATION WORK

10.1 Overview

The Parties understand that existing Municipality and non-Municipality owned utility facilities may conflict with State's project. State will enter into a separate agreement(s) to establish the roles, duties, and financial responsibilities for the necessary relocation of utility facilities.

10.2 State Highway Right-of-Way

Municipality shall obtain a permit from the State for utility relocation work that occupies State Highway ROW.

SECTION 11. MUNICIPALITY'S FINANCIAL RESPONSIBILITIES

Municipality's cost of this project will be the sum of the following:

- 50% of costs of the project within the corporate limits (Section 11.2), including costs incurred to date and future costs

State's preliminary estimate of Municipality's cost is \$499,585 but Municipality's actual cost is likely to be greater than the preliminary estimate as the details of design are further developed. Municipality shall bear its own costs performing its duties under this Agreement.

11.1 THIS SECTION HAS INTENTIONALLY BEEN LEFT BLANK

11.2 Cost of the project within the corporate limits: Municipality will pay 50% of the costs of the part of the project that is located within Municipality's corporate limits including but not limited to the costs for: preliminary engineering, construction and construction engineering. The total cost of work within Municipality corporate limits is currently estimated to be \$999,170, with Municipalities share \$499,585.

11.3 Calculation of Municipality costs: State shall calculate Municipality's project cost as follows:

11.3.1 Preliminary Engineering. Divide the Municipality's construction cost, as calculated in 11.3.2, by the project's total construction cost and multiply the result by project's estimated total preliminary engineering cost. The Municipality's 50% share for preliminary engineering is estimated to be \$10,551.

11.3.2 Municipality's Construction Cost. Multiply the Municipality's share of 50% by the actual cost of construction of the project within the corporate limits. The Municipality's 50% share for construction is estimated to be \$466,182. The actual cost of construction for work within the corporate limits is calculated by multiplying unit prices by final quantities for work within the corporate limits. Unit prices and final quantities may be different than bid prices and estimated quantities as a result of field measurement and the contractor change order-supplemental agreement process.

11.3.3 Construction Engineering. Divide the Municipality's construction cost, as calculated in 11.3.2, by the project's total construction cost and multiply the result by project's total construction engineering cost. The Municipality's 50% share for construction engineering is estimated to be \$22,852.

11.4 Payment by Municipality: In July of 2018, the State will invoice the Municipality for \$250,000 (approximately 50% of Municipality's estimated cost). The State will invoice the Municipality in March of 2019 for the additional portion based on the project's actual costs at that time. The final settlement (additional invoice or refund to the Municipality) between the State and the Municipality will be made following final audits and when the final costs have been determined by the State. The final settlement is estimated to be at the end of 2019. The Municipality shall pay the State within 30 calendar days of receipt of invoices from the State.

SECTION 12. TRAFFIC CONTROL

- 12.1 All traffic control devices will conform to the latest approved edition of the Manual on Uniform Traffic Control Devices and Nebraska Supplements thereto.
- 12.2 If Municipality is to perform or contract for any work on the state highway within the project limits, Municipality will develop a traffic control plan related to that work. The plan will be provided to State's Project Manager for approval and acceptance. Municipality will provide, operate and maintain Municipality's traffic control devices in accordance with its approved traffic control plan.
- 12.3 Municipality's work must comply with all traffic safety regulations, including those prescribed in the latest approved edition of the Manual of Uniform Traffic Control Devices and the Nebraska Supplement thereto. Municipality shall use caution when working in State ROW.

SECTION 13. PLANS AND SPECIFICATIONS

The plans and specifications for this project will be on file in the Lincoln central headquarters office of the Nebraska Department of Roads.

SECTION 14. TERMINATION

State has the sole discretion to suspend the work in part or in whole or to terminate this Agreement; such action on its part will in no event be deemed a breach of this Agreement by State. State will provide written notification to Municipality of such suspension or termination. Upon receipt of such notice, Municipality will document in writing and submit to State the costs Municipality has incurred completing work under this Agreement prior to receipt of the notification from State. State in its sole discretion shall determine which of the costs submitted by Municipality are reimbursable by State. State shall notify Municipality in writing of such determination. Upon receipt of determination, Municipality will submit an invoice to State for the amount determined to be reimbursable.

SECTION 15. FAIR EMPLOYMENT PRACTICES ACT

Municipality agrees to abide by the Nebraska Fair Employment Practices Act, as provided by Neb.Rev.Stat. 48-1101 through 48-1126.

SECTION 16. DISADVANTAGED BUSINESS ENTERPRISES

16.1 Policy: Municipality and State further agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement.

16.2 Disadvantaged Business Enterprises Obligation: Municipality and State further agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, Municipality shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Municipality shall not discriminate on the basis of race, color, sex, age, disability, or national origin in the award and performance of FHWA assisted contracts.

Municipality acting as a sub-recipient of Federal-aid funds on this project agrees to adopt the Nebraska Disadvantaged Business Enterprise Unified Certification Program for the Federal-aid contracts Municipality executes on this project.

Failure of Municipality to carry out the requirements set forth above on any work performed by Municipality shall constitute breach of contract and, after the notification of the FHWA, may result in termination of the Agreement or contract by State or such remedy as State deems appropriate.

SECTION 17. TITLE VI NONDISCRIMINATION CLAUSES

During the performance of this Agreement, the Municipality, for itself, its assignees and successors in interest agrees as follows:

17.1 Compliance with Regulations: The Municipality shall comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

17.2 Nondiscrimination: The Municipality, with regard to the work performed by it after award and prior to completion of the contract work, shall not discriminate on the basis of race, color, sex, age, religion, disability or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Municipality shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A," "B," and "C" of Part 21 of the Regulations.

17.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Municipality for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Municipality of the Municipality's obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, sex, age, religion, disability or national origin.

17.4 Information and Reports: The Municipality shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Municipality shall so certify to State, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

17.5 Sanctions for Noncompliance: In the event of the Municipality's noncompliance with the nondiscrimination provisions of this Agreement, State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including but not limited to:

- (a) Withholding of payments to the Municipality under this Agreement until the Municipality complies, and/or
- (b) Cancellation, termination or suspension of this Agreement, in whole or in part.

17.6 Incorporation of Provisions: The Municipality shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Municipality shall take such action with respect to any subcontract or procurement as State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Municipality may request State to enter into such litigation to protect the interests of State, and in addition, the Municipality may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 18. ENTIRE AGREEMENT

This Agreement, and any supplements hereto, constitutes the entire agreement of the Parties; however, provisions of prior agreement(s) between the Parties concerning the applicable segment of State Highway US-34 shall remain in effect except to the extent the provisions of the prior agreement(s) conflict with this Agreement.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement pursuant to lawful authority as of the date signed by each party.

EXECUTED by Municipality this _____ day of _____, 2017.

WITNESS:

CITY OF HASTINGS

City Clerk

Mayor

EXECUTED by State this _____ day of _____, 2017.

STATE OF NEBRASKA
DEPARTMENT OF ROADS
Michael H. Owen, P.E.

Roadway Design Engineer

RECOMMENDED:
Wesley Wahlgren, P.E.

District 4 Engineer

RESOLUTION 2017-19

A RESOLUTION ADOPTING AND APPROVING THE EXECUTION OF AN AGREEMENT WITH THE DEPARTMENT OF ROADS OF THE STATE OF NEBRASKA FOR PROJECT NO. NH-34-4 (130)

BE IT RESOLVED, by the Mayor and City Council of the City of Hastings, Nebraska that:

1. The City of Hastings shall enter into an Agency Agreement with the Nebraska Department of Roads for Project No. NH-34-4(130) for the purpose of highway improvements on Highway US-34 within the corporate limits of the City of Hastings.
2. The City Council of the City of Hastings is hereby authorized and directed to execute said agreement on behalf of the City of Hastings, and the City Clerk is authorized to attest said execution.
3. This resolution will be marked Exhibit "B" and a copy attached to each original agreement.

Passed this 24th day of July, 2017.

CITY OF HASTINGS, NEBRASKA

Mayor – Corey Stutte

ATTEST:

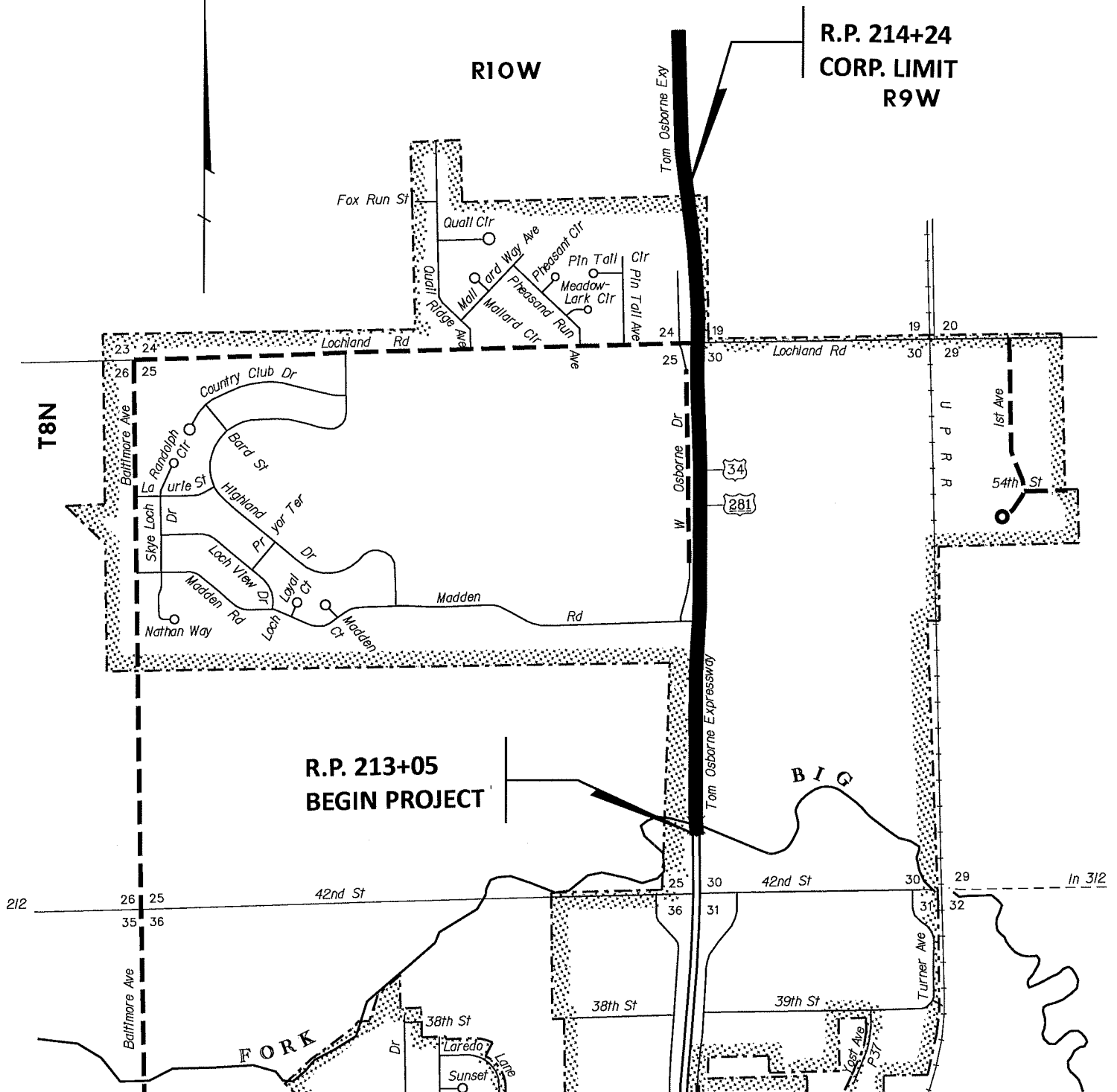
City Clerk

[SEAL]

City Attorney

HASTINGS - DONIPHAN

ADAMS COUNTY
NEBRASKA



34-4(130)

C.N. 42432

EXHIBIT "A"

Department: Utilities

Staff Contact:

Council Meeting Date: 07/24/2017

AGENDA ITEM SUMMARY SHEET

Description of Item:

Approval of Ordinance 4514 authorizing the issuance of a Combined Utilities Revenue Bond for up to \$7,000,000.

Names of People/Business affected by this action:

Water ratepayers

Why Council action is required:

Ordinances are required to be approved by the City Council

Type of action requested:

Ordinance

Suggested motion:

To approve Ordinance 4514 authorizing the issuance of a Combined Utilities Revenue Bond for up to \$7,000,000.

Deadlines associated with action:

Now. Funding is needed for the project.

Department head comments:

Recommends approval.

City Administrator comments:

Recommend Approval

ORDINANCE NO. _____
(Series 2017 – Water Project)

AN ORDINANCE AUTHORIZING THE ISSUANCE OF A COMBINED UTILITIES REVENUE BOND OF THE CITY OF HASTINGS, NEBRASKA, IN THE PRINCIPAL AMOUNT OF UP TO SEVEN MILLION DOLLARS (\$7,000,000) FOR THE PURPOSE OF PAYING THE COSTS OF IMPROVEMENTS TO AND EQUIPMENT FOR THE CITY'S WATER SYSTEM; AUTHORIZING THE ISSUANCE OF SAID BOND IN THE FORM OF A PROMISSORY NOTE TO EVIDENCE A LOAN FROM THE NEBRASKA DEPARTMENT OF ENVIRONMENTAL QUALITY; APPROVING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT WITH THE NEBRASKA DEPARTMENT OF ENVIRONMENTAL QUALITY; APPROVING RELATED DOCUMENTS WITH RESPECT TO SAID LOAN; PRESCRIBING THE FORM, TERMS AND DETAILS OF SAID BOND; PLEDGING AND HYPOTHECATING THE REVENUE AND EARNINGS OF THE WATERWORKS PLANT AND WATER SYSTEM, WATER POLLUTION AND SEWAGE DISPOSAL PLANT AND SANITARY SEWER SYSTEM AND GAS PLANT AND SYSTEM AND STREET LIGHTING SYSTEM OF SAID CITY FOR THE PAYMENT OF SAID BOND AND INTEREST THEREON; PROVIDING FOR THE COLLECTION, SEGREGATION AND APPLICATION OF THE REVENUES OF SUCH SYSTEMS; APPROVING EXECUTION OF RELATED DOCUMENTS; ENTERING INTO A CONTRACT ON BEHALF OF THE CITY WITH THE HOLDER OF SAID BOND; AND PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF HASTINGS, NEBRASKA (the "City"):

Section 1. The Mayor and Council hereby find and determine:

(a) The City owns and operates a waterworks plant and water system (the "Water System"), a water pollution and sewage disposal plant and sanitary sewer system (the "Sewer System"), a gas plant system (the "Gas System") and a street lighting system (the "Street Lighting System"). The Water System, the Sewer System, the Gas System and the Street Lighting System as combined (the "Combined Utilities") represent a revenue-producing undertaking of the City. Reference herein to the Water System, the Sewer System, the Gas System, the Street Lighting System and the Combined Utilities shall include all additions and improvements thereto hereafter acquired by the City.

(b) The City has heretofore issued and outstanding (or there are to be issued and outstanding, prior to the issuance of the obligations authorized pursuant to Section 3 of this Ordinance) the following revenue bonds which are a lien upon and secured by a pledge of the revenue and earnings of the Combined Utilities (collectively, the "Outstanding Bonds"):

(1) Combined Utility Revenue and Refunding Bonds, Series 2012, dated September 13, 2012, issued pursuant to Ordinance No. 4327 of the City in the original stated principal amount of \$16,535,000, of which bonds in the principal amount of \$13,720,000 remain outstanding and unpaid (the "2012 Bonds");

(2) Combined Utility Revenue Bonds, Series 2006, dated May 25, 2006, issued pursuant to Ordinance No. 4080 of the City in the original stated principal amount of \$6,000,000, of which bonds in the principal amount of \$3,610,000 remain outstanding and unpaid (the "2006 Bonds");

The Outstanding Bonds constitute the only presently outstanding indebtedness of the City payable from the revenues of the Combined Utilities. The ordinances under which the Outstanding Bonds are issued and outstanding are sometimes referred to herein collectively as the "Outstanding Parity Bonds Ordinances".

(c) Under the terms of the Outstanding Parity Bonds Ordinances, the City is authorized to issue bonds which qualify as "Additional Bonds" of equal lien to the Outstanding Bonds provided that the "Net Revenues" test described in the Outstanding Parity Bonds Ordinances can be satisfied. With respect to said conditions, the following determinations are hereby made:

(1) The "Net Revenues" of the Combined Utilities as defined in the Outstanding Parity Bonds Ordinances for the fiscal year ended September 30, 2016 were not less than \$4,693,899.00.

(2) The "Average Annual Debt Service Requirements" of the Outstanding Bonds and the proposed Series 2017 Bond (as defined below) are not more than \$1,467,753.61.

(3) Said "Net Revenues" exceed 1.25 times said "Average Annual Debt Service Requirements" of the Outstanding Bonds and of the proposed Series 2017 Bond.

(4) This Ordinance provides for an increase in the monthly credits into the Bond Payment Fund in amounts sufficient to pay, when due, the principal of and interest on the Outstanding Bonds and such proposed Series 2017 Bond.

(5) All applicable conditions required by the Outstanding Parity Bonds Ordinances precedent to the issuance of the Series 2017 Bond as an "Additional Bond" under the terms of said ordinances do exist and have happened.

(d) NDEQ has approved a project designated as NDEQ Project No. C317930 relating to the acquisition, construction, improvement, repair, rehabilitation or extension of the City's Water System (the "Water Project") for which the estimated total cost is not less than \$7,000,000 and NDEQ has agreed to lend the City funds in such amount (the "2017 Loan") and in such connection has agreed to accept the Series 2017 Bond (in such amount and as defined below) payable from the revenues of the Combined Utilities.

(e) In connection with the 2017 Loan it will be necessary for the City to approve, execute and deliver an agreement entitled "Loan Agreement (Governmental

Borrower) between the Nebraska Department of Environmental Quality and the City of Hastings NDEQ Project No. C317930” (the “NDEQ Loan Agreement”) and it is necessary and advisable for the City to approve the execution and delivery of said NDEQ Loan Agreement and the “Note” as described therein (for the borrowed amount of up to \$7,000,000, which Note shall evidence, be and constitute the 2017 NDEQ Note as herein authorized).

(f) To satisfy the borrowing requirements described in this Section 1, it is necessary for the City to issue its Combined Utilities Revenue Bond, Series 2017 (Water Project), in the total principal amount of up to \$7,000,000 (the “Series 2017 Bond” and sometimes referred to herein separately as the “2017 NDEQ Note”) pursuant to Sections 18-1803 to 18-1805 R.R.S. Neb. 2012.

(g) All conditions, acts and things required by law to exist or to be done precedent to the issuance of said bond as provided for in this Ordinance and as an Additional Bond equal in lien to the Outstanding Bonds do exist and have been done in regular and due form and time as required by law.

Section 2. In addition to the definitions provided in parentheses elsewhere in this Ordinance, the following definitions of terms shall apply, unless the context shall clearly indicate otherwise:

“Additional Bonds” shall mean any and all bonds hereafter issued by the City pursuant to the terms of this Ordinance which are equal in lien to the Series 2017 Bond and the Outstanding Bonds including any such bonds issued pursuant to Section 7 hereof and refunding bonds issued pursuant to Section 8 hereof, as and when such bonds become equal in lien to the Series 2017 Bond and the Outstanding Bonds according to their terms and the terms of said Sections.

“Average Annual Debt Service Requirements” shall mean that number computed by adding all of the principal and interest due when computed to the absolute maturity of the bonds for which such computation is required and dividing by the number of years remaining that the longest bond of any issue for which such computation is required has to run to maturity. In making such computation, the principal of any bonds for which mandatory redemptions are scheduled shall be treated as maturing in accordance with such schedule of mandatory redemptions.

“Deposit Securities” shall mean (a) direct obligations of or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America; (b) bonds, debentures, notes, participation certificates or other evidences of indebtedness issued by any of the Banks for Cooperatives, the Federal Intermediate Credit Banks, the Federal Home Loan Bank system, the Export Import Bank of the United States, the Federal Land Banks, Fannie Mae or the Government National Mortgage Association or any combination of any of the foregoing.

“Net Revenues” shall mean the gross revenues derived by the City from the ownership or operation of the Combined Utilities, including investment income, but not including any income from sale or disposition of any property belonging to or forming a part of the Combined Utilities, less the ordinary expenses to the City of operating and maintaining the Combined Utilities. Operation and maintenance expenses for purposes of determining “Net Revenues” shall not include depreciation, amortization or interest on any bonds or other indebtedness.

“Permitted Investments” shall mean any of the following which at the time are legal investments under the laws of the State of Nebraska for the moneys held hereunder then proposed to be invested therein:

(i) Deposit Securities;

(ii) bonds, notes or other obligations of any state of the United States or any political subdivision of any state, which at the time of their purchase are rated in either of the two highest rating categories by a nationally recognized Rating Agency;

(iii) certificates of deposit or time or demand deposits constituting direct obligations of any bank, bank holding company, savings and loan association or trust company organized under the laws of the United States or any state thereof (including the Paying Agent and Registrar or any of its affiliates), except that investments may be made only in certificates of deposit or time or demand deposits which are:

(1) insured by the Bank Insurance Fund or the Savings Association Insurance Fund of the Federal Deposit Insurance Corporation, or any other similar United States Government deposit insurance program then in existence;

(2) continuously and fully secured by Deposit Securities, which have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such certificates of deposit or time or demand deposits; or

(3) issued by a bank, bank holding company, savings and loan association or trust company organized under the laws of the United States or any state thereof (including the Paying Agent and Registrar or any of its affiliates) whose outstanding unsecured long-term debt is rated at the time of issuance in either of the two highest rating categories by a nationally recognized Rating Agency;

(iv) repurchase agreements with any bank, bank holding company, savings and loan association, trust company or other financial institution organized under the laws of the United States or any state thereof (including the

Paying Agent and Registrar or any of its affiliates), that are continuously and fully secured by Deposit Securities and which have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such repurchase agreements, provided that each such repurchase agreement conforms to current industry standards as to form and time, is in commercially reasonable form, is for a commercially reasonable period, results in transfer of legal title to identified Deposit Securities which are segregated in a custodial or trust account for the benefit of the Paying Agent and Registrar, and further provided that Deposit Securities acquired pursuant to such repurchase agreements shall be valued at the lower of the then current market value thereof or the repurchase price thereof set forth in the repurchase agreement;

(v) investment agreements constituting an obligation of a bank, bank holding company, savings and loan association, trust company, insurance company or other financial institution whose outstanding unsecured long-term debt is rated at the time of such agreement in either of the two highest rating categories by a nationally recognized Rating Agency;

(vi) short term discount obligations of the Federal National Mortgage Association and the Government National Mortgage Association; and

(vii) money market mutual funds (1) that invest in Deposit Securities or that are registered with the federal Securities and Exchange Commission (SEC), meeting the requirements of Rule 2a-7 under the Investment Company Act of 1940, and (2) that are rated in either of the two highest categories by a nationally recognized Rating Agency.

Section 3. To finance the costs of the Water Project as described in Section 1 hereof:

(a) The City shall enter into a Loan Agreement (Governmental Borrower) between the Nebraska Department of Environmental Quality and the City of Hastings, Nebraska NDEQ Project No. C317930 (the "NDEQ Loan Agreement") in substantially the form set forth in Exhibit A to this Ordinance, which exhibit is by such reference incorporated herein as if fully set forth; and

(b) There shall be and there are hereby ordered issued the City's Combined Utilities Revenue Bond, Series 2017 (Water Project) in the principal amount not to exceed \$7,000,000, in the form of a single promissory note in substantially the form attached to the NDEQ Loan Agreement as Attachment F thereto (referred to in this Ordinance sometimes as the "2017 NDEQ Note") which exhibit is by such reference incorporated herein as if fully set forth.

(c) The terms of the NDEQ Loan Agreement and 2017 NDEQ Note are hereby approved and the Mayor and City Clerk are hereby authorized to execute and deliver the NDEQ Loan Agreement and 2017 NDEQ Note with such changes from the forms presented and attached hereto as such officers shall deem appropriate for and on behalf of the City.

(d) The Mayor and City Clerk and any other officer or officers of the City are hereby further authorized to take such further actions and to execute such certificates and other documents as shall be deemed necessary or appropriate by any of them in connection with the issuance and delivery of the NDEQ Loan Agreement and the 2017 NDEQ Note.

(e) For all purposes of this Ordinance, the 2017 NDEQ Note shall constitute a revenue bond of the City of Hastings as authorized by Sections 18-1803 to 18-1805, R.R.S. Neb. 2012, as amended, and shall be included within the terms “bond” and “combined revenue bond” where such inclusion is appropriate.

Section 4. The City Clerk shall make and certify in duplicate transcripts of the proceedings of the Mayor and Council with respect to the 2017 NDEQ Note, which shall be retained on file with the City and the other of which shall be delivered to the City’s special bond counsel.

Section 5. The City agrees that it shall pay the reasonable operating expenses of the Combined Utilities from the revenues and earnings of the Combined Utilities. The revenues and earnings of the Combined Utilities are hereby pledged and hypothecated for the payment of the Outstanding Bonds, the Series 2017 Bond and any Additional Bonds of equal lien issued as authorized by this Ordinance and interest on such Outstanding Bonds, Series 2017 Bond and any such Additional Bonds, and the City does hereby agree with the holders of the Outstanding Bonds, the Series 2017 Bond and any such Additional Bonds as follows:

I. BOND PAYMENT FUND: There has previously been created and established with the City Treasurer a fund, designated as the Utility Revenue Bond Payment Fund (the “Bond Payment Fund”). To the Bond Payment Fund from the revenues and funds of the Combined Utilities, there shall be credited monthly on or before the first day of each month to the Bond Payment Fund, starting with the month immediately following the month in which the 2017 NDEQ Note is issued and delivered (such date, the “Initial Deposit Date”), the following amounts:

(1) during the period from the Initial Deposit Date, until and including that December 31 or June 30 which next immediately follows the “Initiation of Operation” (as defined in the NDEQ Loan Agreement; in this Ordinance hereafter referred to as the “Initiation of Operation”) of the Water Project an amount such that if the same amount were credited on the first day of each calendar month from such date of credit until the next payment date upon which any amount falls due on the 2017 NDEQ Note, whether for principal or interest, the amount accumulated by such monthly credits would equal the amount falling due on such payment date on the 2017 NDEQ Note, provided, however, that such credits shall be required only as and to the extent that such payments are not provided from other sources including amounts advanced by NDEQ pursuant to the NDEQ Loan Agreement and the 2017 NDEQ Note;

(2) during the period from and including that January 1 or July 1 which immediately follows the Initiation of Operation under the terms of the NDEQ Loan

Agreement until the 2017 NDEQ Note has been paid in full an amount equal to one-sixth of the installment amount (principal and interest) due on the next installment payment date for the 2017 NDEQ Note;

(3) during such periods, such amounts as are required to be credited under the terms of the Outstanding Parity Bonds Ordinances for payments of principal and interest on the Outstanding Bonds.

The City Treasurer is hereby authorized and directed, without further authorization, to withdraw monies credited to the Bond Payment Fund, or if the monies in such Fund are insufficient, next from any other funds of the Combined Utilities, an amount sufficient to pay, when due, the principal of and interest on the Outstanding Bonds, the Series 2017 Bond or any other Additional Bonds. Upon the issuance of any other Additional Bonds pursuant to the Ordinance, additional credits to the Bond Payment Fund shall be provided for in amounts sufficient to pay principal of and interest on said Additional Bonds.

- II. DEBT SERVICE RESERVE FUND - A separate fund, designated as the Utility Revenue Bond Debt Service Reserve Fund (herein called the Debt Service Reserve Fund) shall be maintained with the City Treasurer. The City agrees that it shall maintain in said fund such amount as shall be determined by the Mayor and Council upon the issuance of any Additional Bonds. \$450,388.54 shall be required to be maintained in the Debt Service Reserve Fund with respect to the Series 2006 Bonds. \$1,353,500.00 shall be required to be maintained in the Debt Service Reserve Fund with respect to the Series 2012 Bonds. There shall be maintained in the Debt Service Reserve Fund with respect to the Series 2017 Bond the lesser of 10% of the net principal proceeds of the Series 2017 Bond or the Average Annual Debt Service Requirement on the Series 2017 Bond as such figure shall be determined upon the issuance of the Series 2017 Bond. Monies credited to the Debt Service Reserve Fund may be withdrawn, as needed, to provide funds to pay, when due, the principal of and interest on the Series 2006 Bonds, the Series 2012 Bonds, the Series 2017 Bond and any other such Additional Bonds issued under the terms provided for in this Ordinance, if the Bond Payment Fund contains insufficient funds for that purpose, and the City Treasurer is hereby authorized and directed to make such withdrawal if and when needed. In the event of a withdrawal from or loss in the Debt Service Reserve Fund, there shall be credited to the Debt Service Reserve Fund in the months immediately following such withdrawal or loss all monies of the Combined Utilities remaining after making the payments required to be made to the Bond Payment Fund and paying necessary expenses of operating and maintaining the Combined Utilities until such Fund has been restored to said required balance. Upon the issuance of any other Additional Bonds pursuant to this Ordinance, the amount required to be accumulated and maintained in the Debt Service Reserve Fund shall be set at an amount not less than 10% of the net principal proceeds of such Additional Bonds or the Average Annual Debt Service Requirement on such Additional Bonds, whichever is lesser. Any such required deposit shall be provided for either by credit made from funds of the Combined Utilities then available (including proceeds of Additional Bonds) or by equal monthly credits from the Combined Utilities revenues made in such amounts so that the required amount shall be accumulated in a period of not less than three years. Any ordinance providing for the issuance of any other

Additional Bonds may provide for a reduction in the amount required to be maintained in the Debt Service Reserve Fund after such other Additional Bonds are no longer outstanding. Anything in this Ordinance to the contrary notwithstanding, the City shall not be required by this Ordinance to maintain any amount in the Debt Service Reserve Fund in excess of amounts which may be invested without yield restriction under Section 148 of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder as in effect from time to time.

- III. MONIES IN TRUST: Monies in the Bond Payment Fund shall be held in trust and applied only to payment of principal of and interest on the Outstanding Bonds, the Series 2017 Bond and any other Additional Bonds and monies in the Debt Service Reserve Fund shall be held in trust and applied only to payment of principal and interest on the Outstanding Bonds, the Series 2017 Bond and any other Additional Bonds, all of which bonds are payable from the revenues of the Combined Utilities and issued as permitted by this Ordinance.
- IV. REMAINING MONIES: Monies of the Combined Utilities remaining after making the payments and credits required in I, II and III above, shall be available for any lawful purpose of the City as directed in accordance with applicable statutes, ordinances and rules.

The provisions of this Section shall require the City to maintain a set of books and records in accordance with such accounting methods and procedures as are generally applicable to municipal utility enterprises, which books and records shall show credits to and expenditures from the Funds required by this Section. The City shall not be required to establish separate bank or investment accounts for said Funds. Monies in the Bond Payment Fund shall be invested only in Permitted Investments which are eligible for investment of other City funds. Monies in the Debt Service Reserve Fund may be invested in Permitted Investments consisting of Deposit Securities, in obligations of any agency of the United States government, or in savings accounts or other interest bearing accounts in banks which are members of the Federal Deposit Insurance Corporation, except that whenever the amount so deposited exceeds the amount of the F.D.I.C. insurance available thereon, the excess shall be secured in the manner required by Section 16-715 R.R.S. Nebraska 2012. Investments made from or attributable, in whole or in part, to the Debt Service Reserve Fund including any sub-account therein shall mature or be redeemable at the option of the holder, without penalty, in not more than ten years. Income from or profit realized from investment for any Account or sub-account shall be credited to such Account or sub-account until such Account or sub-account contains any amount then required to be therein, and thereafter such income or profit shall be transferred to the Hastings Combined Utilities Fund and treated as other revenues from the operation of the Combined Utilities.

Section 6. So long as any of the Outstanding Bonds, the Series 2017 Bond and any Additional Bonds issued pursuant to this Ordinance shall remain outstanding and unpaid, the City covenants and agrees to establish, revise, from time to time as necessary, and collect such rates and charges for the services furnished from the Combined Utilities adequate to produce revenues and earnings sufficient at all times:

(a) To provide funds to pay, when due, the principal of and interest on the Outstanding Bonds, the Series 2017 Bond and any Additional Bonds issued pursuant to this Ordinance.

(b) To pay all proper and necessary costs of operation and maintenance of the Combined Utilities and to pay for the necessary and proper repairs, replacements, enlargements, extensions and improvements to the Combined Utilities and to pay and perform all contractual obligations of the City relating to the Combined Utilities.

(c) To provide funds sufficient to make the credits into the Funds and at the times and in the amounts required by Section 5 of this Ordinance.

(d) To maintain Net Revenues in each fiscal year adopted by the City for the Combined Utilities in an amount not less than 1.10 times the total amount of principal paid or payable (exclusive of any principal redeemed prior to maturity other than principal redeemed pursuant to a schedule of mandatory redemptions) and interest falling due during such fiscal year on the Outstanding Bonds, the Series 2017 Bond and any Additional Bonds.

Section 7. To provide funds for any purpose related to the Combined Utilities, the City may issue Additional Bonds (other than Additional Bonds issued for refunding purposes which are governed by Section 8 of this Ordinance) payable from the revenues of the Combined Utilities having equal priority and on a parity with the Outstanding Bonds, the Series 2017 Bond and any Additional Bonds then outstanding only upon compliance with the following conditions:

(a) Such Additional Bonds shall be issued only pursuant to an ordinance which shall provide for an increase in the monthly credits into the Bond Payment Fund in amounts sufficient to pay, when due, the principal of and interest on the Outstanding Bonds, the Series 2017 Bond, any Additional Bonds then outstanding and such Additional Bonds and for any monthly credits to the Debt Service Reserve Fund as are required under subsection 5(II).

(b) The City shall have complied with one or the other of the two following requirements:

(1) The Net Revenues derived by the City from its Combined Utilities for the fiscal year next preceding the issuance of the Additional Bonds shall have been at least equal to 1.25 times the Average Annual Debt Service Requirements of the Outstanding Bonds, the Series 2017 Bond and any Additional Bonds previously issued, all as then outstanding, and on the proposed Additional Bonds; or

(2) The City shall have received a projection made by a consulting engineer or firm of consulting engineers, recognized as having experience and expertise in municipal utility systems, projecting that the Net Revenues of the Combined Utilities in each of the three full fiscal years after the issuance of such Additional Bonds will be at least equal to 1.25 times the Average Annual Debt Service Requirements of the Outstanding Bonds, the Series 2017 Bond and any

Additional Bonds previously issued, as then outstanding, and the proposed Additional Bonds. In making such projection, the consulting engineer shall use as a basis the Net Revenues of the Combined Utilities during the last year for which an independent audit has been prepared and shall adjust such Net Revenues as follows: (A) to reflect changes in rates which have gone into effect since the beginning of the year for which the audit was made, (B) to reflect such engineer's estimate of the net increase over or net decrease under the Net Revenues of the Combined Utilities for the year for which the audit was made by reason of: (i) changes of amounts payable under existing contracts for service (ii) additional general income from sales to customers under existing rate schedules for various classes of customers or as such schedules may be revised under a program of changes which has been adopted by the Mayor and Council of the City (iii) projected revisions in costs for labor, wages, salaries, machinery, equipment, supplies and other operational items; (iv) revisions in amount of service to be supplied and any related administrative or other costs associated with such increases due to increased supply from the acquisition of any new facility and (v) such other projections of revenues and expenses as the consulting engineer deems reasonable and proper. Annual debt service on any proposed Additional Bonds to be issued may be estimated by the consulting engineer in projecting Average Annual Debt Service Requirements, but no Additional Bonds shall be issued requiring any annual debt service payment in excess of the amount so estimated by the consulting engineer.

The City hereby covenants and agrees that so long as any of the Outstanding Bonds, the Series 2017 Bond and any Additional Bonds are outstanding, it will not issue any bonds or notes payable from the revenues of the Combined Utilities except in accordance with the provisions of this Ordinance, provided, however, the City reserves the right to issue bonds or notes which are junior in lien to the Outstanding Bonds, the Series 2017 Bond and any such Additional Bonds with the principal and interest of such bonds or notes to be payable from monies available after all required payments and credits as provided in Section 5.

Section 8. The City may issue refunding bonds, which shall qualify as Additional Bonds of equal lien to refund any the Outstanding Bonds, the Series 2017 Bond or any Additional Bonds then outstanding, provided, that, if any such Outstanding Bonds, Series 2017 Bond or Additional Bonds are to remain outstanding after the issuance of such refunding bonds, the principal payments due in any calendar year in which those bonds which are to remain outstanding mature, shall not be increased over the amount of such principal payments which would have been due in such calendar years immediately prior to such refunding. Refunding bonds issued in accordance with this paragraph of this Section 8 may be issued as Additional Bonds of equal lien without compliance with the conditions set forth in subsection 7(b) of this Ordinance.

The City may also issue refunding bonds which shall qualify as Additional Bonds of equal lien to refund any of the Outstanding Bonds, the Series 2017 Bond or any Additional Bonds then outstanding, provided, that, if any of the Outstanding Bonds, the Series 2017 Bond or Additional Bonds then outstanding are to remain outstanding after the application of the proceeds of the refunding bonds to the payment of the bonds which are to be refunded, such issuance must comply with the Net Revenues test set forth in subsection 7(b)(1) of this Ordinance and, if the proceeds of

such refunding bonds are not to be applied immediately to the satisfaction of the bonds which are to be refunded, then such refunding bonds must provide by their terms that they shall be junior in lien to all of the Outstanding Bonds, the Series 2017 Bond and all Additional Bonds outstanding at the time of issuance of such refunding bonds until the time of application of their proceeds to the satisfaction of the bonds which are to be refunded. In computing Average Annual Debt Service Requirements to show compliance with said Net Revenues test for such refunding bonds, all payments of principal and interest due on such refunding bonds from the time of their issuance to the time of application of the proceeds of such refunding bonds to the satisfaction of the bonds which are to be refunded shall be excluded from such computation to the extent that such principal and interest are payable from sources other than the revenues of the Combined Utilities, such as bond proceeds or investment earnings on bond proceeds and all payments of principal and interest due on the bonds which are to be refunded from and after the time of such application shall also be excluded. For purposes of this paragraph of this Section 8, the time of application of the proceeds of the refunding bonds to the satisfaction of the bonds which are to be refunded shall be the time of deposit with an escrow agent or the paying agent for such bonds which are to be refunded pursuant to Section 10-126, R.R.S. Neb. 2012 (or any successor statutory provision thereto), or the time when such bonds which are to be refunded under the terms of their authorizing ordinance or ordinances are no longer deemed to be outstanding, whichever occurs sooner.

Section 9. So long as any of the Outstanding Bonds, the Series 2017 Bond or Additional Bonds are outstanding, the City hereby covenants and agrees as follows:

(a) The City will maintain the Combined Utilities in good condition and will continuously operate the same in a reasonable and efficient manner, and the City will punctually perform all the duties with reference to said utilities required by the Constitution and statutes of the State of Nebraska, but this covenant shall not prevent the City from discontinuing the use and operation of all or any portion of the Combined Utilities so long as the revenues derived from the City's ownership of the properties constituting the Combined Utilities shall be sufficient to fulfill the City's obligations under Section 5 and Section 6 of this Ordinance.

(b) The City will not grant any franchise or right to any person, firm or corporation to own or operate a utilities system or systems in competition with the Combined Utilities.

(c) The City will maintain insurance on the property constituting the Combined Utilities (other than such portions of said utilities as are not normally insured against loss by casualty) against risks customarily carried by similar utilities, but including fire and extended coverage insurance in an amount which would enable the City to repair, restore or replace the property damaged to the extent necessary to make the Combined Utilities operable in an efficient and proper manner to carry out the City's obligations under this Ordinance. The Mayor and Council shall annually, within one month after the end of each fiscal year adopted by the City for the Combined Utilities examine the amount of insurance carried with respect to the Combined Utilities and shall evidence approval of such insurance by resolution. The proceeds of any such insurance received by the City shall be used to repair, replace or restore the property damaged or destroyed to the extent necessary to make

the Combined Utilities operable in an efficient and proper manner, and any amount of insurance proceeds not so used shall be applied as other revenues of the Combined Utilities. In the event of any such insured casualty loss, the City may advance funds to make temporary repairs or provide for an advance on costs of the permanent repair, restoration or replacement and any such advances shall be repaid from insurance proceeds received.

(d) The City will keep proper books, records and accounts separate from all other records and accounts in which complete and correct entries will be made of all transactions relating to the Combined Utilities. The City will have its operating and financial statement relating to the Combined Utilities audited annually by a certified public accountant or firm of certified public accountants. The City will furnish to the holder of the Series 2017 Bond and to the original purchaser or purchasers of each series of Additional Bonds issued hereunder (which may be accomplished by posting on EMMA), within seven months after the end of each fiscal year of the Combined Utilities a copy of the financial statements of the Combined Utilities and the report thereon of the certified public accountants.

(e) The City shall cause each person handling any of the monies in the Hastings Combined Utilities Fund to be bonded by an insurance company licensed to do business in Nebraska in an amount or amounts deemed sufficient by the Mayor and Council to cover the amount of money belonging to said utilities reasonably expected to be in the possession or control of any such person. The amount of such bond or bonds shall be fixed by the Mayor and Council and the costs thereof shall be paid as an operating and maintenance expense.

Section 10. The City's obligations under this Ordinance and the liens, pledges, covenants and agreements of the City herein made or provided for, shall be fully discharged and satisfied as to the Series 2017 Bond, or any Additional Bonds issued pursuant to this Ordinance and any such bonds shall no longer be deemed outstanding hereunder if such bonds shall have been purchased and cancelled by the City, or when payment of the principal of and interest thereon to the respective date of maturity or redemption (a) shall have been made or caused to be made in accordance with the terms thereof; or (b) shall have been provided for by depositing with a national or state bank having trust powers, or trust company, in trust solely for such payment (1) sufficient money to make such payment and/or (2) Deposit Securities in such amount and bearing interest at such rates payable at such time or times and maturing or redeemable at stated fixed prices at the option of the holder as to principal at such time or times as will ensure the availability of sufficient money to make such payment; provided, however, that with respect to any bond to be paid prior to maturity, the City shall have duly given notice of redemption of such bonds as provided by law or made irrevocable provision for the giving of such notice. Any such money so deposited with a bank or trust company may be invested and reinvested in Deposit Securities at the direction of the City, and all interest and income from such Deposit Securities in the hands of such bank or trust company in excess of the amount required to pay principal of and interest on the bonds for which such monies were deposited, shall be paid over to the City as and when collected. For purposes of this Section 10, such Deposit Securities shall be non-callable or callable only at the option of the holder. With respect to any deposit made for purposes of satisfying the Series 2017 Bond, under this Section 10, there shall (if requested by NDEQ) be furnished to NDEQ and the Nebraska Investment Finance Authority ("NIFA") an opinion of nationally recognized bond counsel that such deposit for

payment of the Series 2017 Bond, will not adversely affect the exclusion for interest from gross income for federal tax purposes on bonds (if any) issued by NIFA to provide funds for deposit into the Nebraska Drinking Water Facilities Loan Fund and/or the Wastewater Treatment Facilities Construction Loan Fund (as applicable) and outstanding, and the furnishing of such opinion (if requested) shall be a condition required to be satisfied prior to the making of any such deposit in trust for payment and satisfaction with respect to the Series 2017 Bond, unless the Series 2017 Bond then being defeased are to be prepaid and redeemed within 60 days from the time of such deposit.

Section 11. The terms and provisions of this Ordinance do and shall constitute a contract between the City of Hastings and the holder of the Series 2017 Bond and no changes, variations or alterations of any kind, except for changes necessary to cure any ambiguity, formal defect or omission, shall be made to this Ordinance without the written consent of the holder of the Series 2017 Bond. The holder of the Series 2017 Bond may, either in law or in equity, by suit, action, mandamus or other proceeding, enforce or compel performance of any and all of the acts and duties required by this Ordinance, and any court of competent jurisdiction may, after default in payment of principal or interest on any bonds or in compliance with any of the covenants herein contained, on application of any such holder, appoint a receiver to take charge of the Combined Utilities and operate the same and apply the earnings thereof to the payment of the principal of and interest on the Outstanding Bonds, the Series 2017 Bond and any Additional Bonds, in accordance with the provisions of the Outstanding Parity Bonds Ordinances and of this Ordinance.

Section 12. The Mayor and City Clerk of the City are hereby authorized to do all things and execute all such documents as may by them be deemed necessary and proper to complete the issuance and sale of the Series 2017 Bond and the execution and delivery of the NDEQ Loan Agreement as contemplated by this Ordinance.

Section 13. The Mayor and Council hereby expressly declare the intent and understanding that interest on the Series 2017 Bond shall not be excludable from gross income under the terms of Section 103 of the Internal Revenue Code of 1986, as amended, and the City as issuer shall not file any information report with respect to the issuance of the Series 2017 Bond pursuant to Section 149(e) of said Code.

Section 14. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 15. All other ordinances or resolutions or parts of ordinances or resolutions in conflict herewith are hereby repealed to the extent of such conflict.

[NO FURTHER TEXT ON THIS PAGE]

Section 16. This Ordinance shall be in force and take effect from and after its passage and publication in pamphlet form as provided by law.

PASSED AND APPROVED _____, 2017.

Mayor

ATTEST:

City Clerk

(SEAL)

Exhibit A

NDEQ Loan Agreement
(including form of 2017 NDEQ Note as Attachment F thereto)

**EXTRACT OF MINUTES
CITY OF HASTINGS, NEBRASKA**

A meeting of the Mayor and Council of the City of Hastings, Nebraska was convened in open and public session at _____ o'clock P.M. on _____, 2017 at _____.

Present were: Mayor _____; Councilmembers: _____

_____ Absent were: _____.

Notice of the meeting was given in advance thereof by publication, the City's designated method for giving notice, a copy of the proof of publication being attached to these Minutes. Notice of this meeting was given in advance to the Mayor and all members of the City Council and a copy of their Acknowledgment of Receipt of Notice and the agenda is attached to these Minutes. Availability of the agenda was communicated in the advance notice and in the notice to the Mayor and Council of this meeting. At the beginning of the meeting, the Mayor publicly stated to all in attendance that a current copy of the Nebraska Open Meetings Act was available for review and indicated the location of such copy in the room where the meeting was being held. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

Council member _____ introduced Ordinance No. _____ entitled:

AN ORDINANCE AUTHORIZING THE ISSUANCE OF A COMBINED UTILITIES REVENUE BOND OF THE CITY OF HASTINGS, NEBRASKA, IN THE PRINCIPAL AMOUNT OF UP TO SEVEN MILLION DOLLARS (\$7,000,000) FOR THE PURPOSE OF PAYING THE COSTS OF IMPROVEMENTS TO AND EQUIPMENT FOR THE CITY'S WATER SYSTEM; AUTHORIZING THE ISSUANCE OF SAID BOND IN THE FORM OF A PROMISSORY NOTE TO EVIDENCE A LOAN FROM THE NEBRASKA DEPARTMENT OF ENVIRONMENTAL QUALITY; APPROVING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT WITH THE NEBRASKA DEPARTMENT OF ENVIRONMENTAL QUALITY; APPROVING RELATED DOCUMENTS WITH RESPECT TO SAID LOAN; PRESCRIBING THE FORM, TERMS AND DETAILS OF SAID BOND; PLEDGING AND HYPOTHECATING THE REVENUE AND EARNINGS OF THE WATERWORKS PLANT AND WATER SYSTEM, WATER POLLUTION AND SEWAGE DISPOSAL PLANT AND SANITARY SEWER SYSTEM AND GAS PLANT AND SYSTEM AND STREET LIGHTING SYSTEM OF SAID CITY FOR THE PAYMENT OF SAID BOND AND INTEREST THEREON; PROVIDING FOR THE COLLECTION, SEGREGATION AND APPLICATION OF THE REVENUES OF SUCH SYSTEMS; APPROVING EXECUTION OF RELATED DOCUMENTS; ENTERING INTO A CONTRACT ON BEHALF OF THE CITY WITH THE HOLDER OF SAID BOND; AND PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

Council member _____ moved that the statutory rule requiring ordinances to be fully and distinctly read on three different days be suspended, seconded by Council member _____. The roll was called and the following voted "AYE":

_____; "NAY": _____.
Absent was/were: _____. The motion to suspend the statutory rule having been concurred in by three-fourths of all members of the Council was declared passed and adopted.

Council member _____ moved to adopt Ordinance No. _____ and that Ordinance No. _____ be read by number only and then placed on final passage, and that the City Clerk be permitted to call out the number of the ordinance on its first reading and then upon its final passage. Seconded by Council member _____. The roll was called and the following voted "AYE": _____; "NAY": _____. Absent was/were: _____. Motion carried.

Whereupon Ordinance No. _____ was read by title and thereafter Council member moved for final passage of said Ordinance. Council member _____ seconded the motion. The Mayor stated: "The question is, shall Ordinance No. _____ be passed and adopted?" The roll was called and the following voted "AYE": _____; "NAY": _____. Absent was/were: _____.

The passage and adoption of said Ordinance having been concurred with by a majority of all members elected to the Council, was by the Mayor declared passed and adopted.

A true and complete copy of said Ordinance No. _____ is attached hereto.

City Clerk, Hastings, Nebraska

**CERTIFICATE AS TO PUBLICATION
IN PAMPHLET FORM**

The undersigned City Clerk of the City of Hastings, Nebraska hereby certifies that the attached is a true and correct copy of Ordinance No. _____ as passed by the Mayor and Council on _____, 2017, and as published in pamphlet form on _____, 2017.

City Clerk

(SEAL)

**NOTICE OF PASSAGE AND
PUBLICATION OF ORDINANCE**

Public notice is hereby given that the Mayor and Council of the City of Hastings, Nebraska, at their meeting on _____, 2017, have passed and approved Ordinance No. _____, the title of which reads as follows:

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF A COMBINED UTILITIES REVENUE BOND OF THE CITY OF HASTINGS, NEBRASKA, IN THE PRINCIPAL AMOUNT OF UP TO SEVEN MILLION DOLLARS (\$7,000,000) FOR THE PURPOSE OF PAYING THE COSTS OF IMPROVEMENTS TO AND EQUIPMENT FOR THE CITY'S WATER SYSTEM; AUTHORIZING THE ISSUANCE OF SAID BOND IN THE FORM OF A PROMISSORY NOTE TO EVIDENCE A LOAN FROM THE NEBRASKA DEPARTMENT OF ENVIRONMENTAL QUALITY; APPROVING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT WITH THE NEBRASKA DEPARTMENT OF ENVIRONMENTAL QUALITY; APPROVING RELATED DOCUMENTS WITH RESPECT TO SAID LOAN; PRESCRIBING THE FORM, TERMS AND DETAILS OF SAID BOND; PLEDGING AND HYPOTHECATING THE REVENUE AND EARNINGS OF THE WATERWORKS PLANT AND WATER SYSTEM, WATER POLLUTION AND SEWAGE DISPOSAL PLANT AND SANITARY SEWER SYSTEM AND GAS PLANT AND SYSTEM AND STREET LIGHTING SYSTEM OF SAID CITY FOR THE PAYMENT OF SAID BOND AND INTEREST THEREON; PROVIDING FOR THE COLLECTION, SEGREGATION AND APPLICATION OF THE REVENUES OF SUCH SYSTEMS; APPROVING EXECUTION OF RELATED DOCUMENTS; ENTERING INTO A CONTRACT ON BEHALF OF THE CITY WITH THE HOLDER OF SAID BOND; AND PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

Said Ordinance has been published in pamphlet form. Copies of the Ordinance as so published are available at the office of the City Clerk at _____ in Hastings, Nebraska.

City Clerk

NOTICE OF MEETING

NOTICE IS HEREBY GIVEN that a meeting of the Mayor and Council of the City of Hastings, Nebraska will be held at _____ o'clock P.M., on _____, 2017, at _____, which meeting will be open to the public. An agenda for such meeting, kept continuously current is available for public inspection at _____.

City Clerk

ACKNOWLEDGMENT OF RECEIPT OF NOTICE OF MEETING

The undersigned Mayor and Members of the City Council of the City of Hastings, Nebraska, hereby acknowledge receipt of advance notice of a meeting of the City Council of the City of Hastings, Nebraska, and the agenda for such meeting held at _____ o'clock P.M., on _____, 2017, at _____, in Hastings, Nebraska.

Mayor

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember

PUBLIC MEETING LAW CERTIFICATE

The undersigned Clerk of the City of Hastings, in the County of Buffalo, in the State of Nebraska, hereby certify that all of the subjects included in the foregoing proceedings were contained in the agenda for the respective meetings shown, which agenda were kept continuously current and available for public inspection at _____

_____ for each of such meetings; that such subjects were contained in said agenda for at least twenty-four hours prior to the respective meetings; that a current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, posted during such meeting in the room in which such meeting was held; that at least one copy of all ordinances, resolutions and other reproducible written materials, for which actions are shown in said proceedings, was made available for examination and copying by members of the public at the meeting or meetings in which such actions were taken; that the minutes of the City Council of the City of Hastings, Nebraska, from which the foregoing proceedings have been extracted were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification of the meetings of said City Council were provided with advance notice of the times and places of such meetings and the subjects to be discussed.

City Clerk