Agenda Packet

NORFOLK CITY COUNCIL MEETING

Monday, February 02, 2009
5:30 p.m.

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City of Norfolk

Elizabeth A. Deck
City Clerk

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127 North First Street
Norfolk, Nebraska 68701

NOTICE OF MEETING
CITY OF NORFOLK, NEBRASKA

NOTICE IS HEREBY GIVEN that a meeting of the City Council of the City of Norfolk, Nebraska, will be held at 5:30 p.m. on Monday, February 02, 2009, in the Council Chambers, 309 W. Madison Avenue, Norfolk, Nebraska, which meeting will be open to the public.

The Mayor and City Council reserve the right to adjourn into executive session as per Section 84-1401 of the Nebraska Revised Statutes.

An agenda for such meeting, kept continually current, is available at the office of the City Clerk, City Auditorium, 127 North 1st Street, Norfolk Nebraska, during normal business hours.

Individuals requiring physical or sensory accommodations, who desire to attend or participate, please contact the City Clerk's office at (402) 844-2000 no later than 4:30 p.m. on the Friday preceding the meeting.

Elizabeth A. Deck
City Clerk

Publish (January 30, 2009)
1 P.O.P.

EQUAL HOUSING OPPORTUNITY

AGENDA

NORFOLK CITY COUNCIL MEETING

February 02, 2009

In accordance with Section 84-1412 sub-section six (6) of the Reissue Revised Statutes of the State of Nebraska 1943, as amended, one copy of all reproducible written material to be discussed is available to the public at this meeting for examination and copying.

CALL TO ORDER

1. 5:30 p.m. - call meeting to order
2. Inform the public about the location of the Open Meetings Act posted in the Council Chambers and accessible to members of the public
3. Moment of silence/Pledge of Allegiance to the flag of the United States of America
4. Roll call

RECOMMENDED ACTIONS

5. Approval of consent agenda. **Motion**
   All items in the consent agenda are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council member or a citizen so requests, in which event the item will be removed from the consent agenda and considered separately.
6. Approval of full agenda. **Motion**

CONSENT AGENDA

7. Consideration of approval of the minutes of the January 20, 2009, City Council meeting. **Motion**
8. Consideration of approval of the minutes of the January 26, 2009 City Council Work Session meeting. **Motion**
9. Consideration of approval of the minutes of the January 30 and January 31 City Council training and planning retreat. **Motion**
10. Consideration of approval of the Manager Application of Scott Brannon in connection with the Class W and Z liquor licenses of Nebraska Distributing Company, dba Premier Midwest Beverage Company, 1904 South 4th Street. **Motion**
11. Consideration of approval of a Special Designated Liquor license application from Hy-Vee Inc. to serve beer, wine and distilled spirits at The Meadows, 500 South 18th Street, on February 14. **Motion**
12. Consideration of approval of the Mayor's re-appointment of Scott Adams, Mechele Grimes, and Brian Lundy to the Norfolk Planning Commission for three-year terms. **Motion**

13. Consideration of approval of an agreement between Norfolk Catholic High School and the City of Norfolk regarding use of the City's concession stand at Memorial Field for the 2009 calendar year. **Motion**

14. Consideration of approval of an agreement between Norfolk Public Schools and the City of Norfolk regarding use of the City concession stand at Memorial Field for the 2009 calendar year. **Motion**

15. Consideration of approval of an agreement between Lutheran High Northeast and the City of Norfolk regarding use of the City concession stand at Memorial Field for the 2009 calendar year. **Motion**

16. Consideration of approval of a bicycle race agreement between the City of Norfolk and Elkhorn Valley Cycling Club for the Classic Stage Race June 7, 2009 in downtown Norfolk. **Motion**

17. Consideration of approval of an agreement for the 2009 Shrine Circus between the City of Norfolk and Sesostris Shrine for the use of Memorial Football Field and the adjoining areas for their annual circus on June 6, 2009, with a rain date of June 7, 2009. **Motion**

18. Consideration of approval of an agreement between the City of Norfolk and Tim Bergland d/b/a Roadrunner Car Club and KEXL Radio for the use of Ta-Ha-Zouka Park on June 6, 2009 for a car show. **Motion**

19. Consideration of approval for the purchase of a replacement patrol vehicle to be bought off the State of Nebraska contract for $21,521. **Motion**

20. Consideration of approval of all bills on file. **Motion**

SPECIAL PRESENTATIONS

21. Proclamation for "JOOI of Reading" for the month of February, 2009.

22. Townhall meeting to receive comments on the Northeast Nebraska Solid Waste Coalition (NNSWC) budget and rates for the fiscal year ending September 30, 2009.

PUBLIC HEARINGS AND RELATED ACTION

REGULAR AGENDA

23. Consideration of Ordinance No. 5051 to amend Section 22-1 of the Code to clarify the responsibility of a tenant or occupant of property (in addition to the owner) to clear sidewalk. Ordinance No. 5051 passed on first reading at the January 20, 2009 City Council meeting. **Ordinance No. 5051**

24. Resolution 2009-3 specifically prohibits the carrying of a concealed handgun on all City property whether or not the carrier has obtained a permit from the State of Nebraska and further directs City staff to properly sign all City property to that effect. **Resolution 2009-3**

ADMINISTRATIVE REPORTS

City of Norfolk

127 North First Street
Norfolk, Nebraska 68701

STAFF MEMORANDUM

NORFOLK CITY COUNCIL MEETING

February 02, 2009

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RECOMMENDED ACTIONS

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6. Approval of full agenda. **Motion**

CONSENT AGENDA

7. Consideration of approval of the minutes of the January 20, 2009, City Council meeting. **Motion**

   See Enclosure 7.

8. Consideration of approval of the minutes of the January 26, 2009 City Council Work Session meeting. **Motion**

   See Enclosure 8.

9. Consideration of approval of the minutes of the January 30 and January 31 City Council training and planning retreat. **Motion**

   These minutes will be distributed at the February 2 City Council meeting.

10. Consideration of approval of the Manager Application of Scott Brannon in connection with the Class W and Z liquor licenses of Nebraska Distributing Company, dba Premier Midwest Beverage Company, 1904 South 4th Street. **Motion**

    See Enclosure 10.

11. Consideration of approval of a Special Designated Liquor license application from Hy-Vee Inc. to serve beer, wine and distilled spirits at The Meadows, 500 South 18th Street, on February 14. **Motion**

    Hours for the event are from 7:00 p.m. to 11:00 p.m. Hy-Vee Inc. holds a catering license.

    See Enclosure 11.

12. Consideration of approval of the Mayor's re-appointment of Scott Adams, Mechele Grimes, and Brian Lundy to the Norfolk Planning Commission for three-year terms. **Motion**

    The three-year terms of Scott Adams, Mechele Grimes and Brian Lundy to the Norfolk Planning Commission expire in February, 2009. The three commissioners have agreed to serve another term.

    See Enclosure 12.

13. Consideration of approval of an agreement between Norfolk Catholic High School and the City of Norfolk regarding use of the City's concession stand at Memorial Field for the 2009 calendar year. **Motion**

    The agreement is identical to prior years, with the addition of language allowing the City to retain any cleanup charges from the school's portion of gross receipts rather than billing the school.

    See Enclosure 13.

14. Consideration of approval of an agreement between Norfolk Public Schools and the City of Norfolk regarding use of the City concession stand at Memorial Field for the 2009 calendar year. **Motion**

    The agreement is identical to prior years, with the addition of language allowing the City to retain any cleanup charges from the school's portion of gross receipts rather than billing the school.

    See Enclosure 14.

15. Consideration of approval of an agreement between Lutheran High Northeast and the City of Norfolk regarding use of the City concession stand at Memorial Field for the 2009 calendar year. **Motion**

    The agreement is identical to prior years, with the addition of language allowing the City to retain any cleanup charges from the school's portion of gross receipts rather than billing the school.

    See Enclosure 15.

16. Consideration of approval of a bicycle race agreement between the City of Norfolk and Elkhorn Valley Cycling Club for the Classic Stage Race June 7, 2009 in downtown Norfolk. **Motion**

    The agreement is essentially the same as previous years. The agreement allows for closing the streets on Sunday, June 7.

    See Enclosure 16.

17. Consideration of approval of an agreement for the 2009 Shrine Circus between the City of Norfolk and Sesostris Shrine for the use of Memorial Football Field and the adjoining areas for their annual circus on June 6, 2009, with a rain date of June 7, 2009. **Motion**

    The agreement is the same as in previous years.

    See Enclosure 17.

18. Consideration of approval of an agreement between the City of Norfolk and Tim Bergland d/b/a Roadrunner Car Club and KEXL Radio for the use of Ta-Ha-Zouka Park on June 6, 2009 for a car show. **Motion**

    The agreement is the same as in previous years.

    See Enclosure 18.

19. Consideration of approval for the purchase of a replacement patrol vehicle to be bought off the State of Nebraska contract for $21,521. **Motion**

20. Consideration of approval of all bills on file. **Motion**

SPECIAL PRESENTATIONS

21. Proclamation for "JOOI of Reading" for the month of February, 2009.

    See Enclosure 21.

22. Townhall meeting to receive comments on the Northeast Nebraska Solid Waste Coalition (NNSWC) budget and rates for the fiscal year ending September 30, 2009.

This townhall meeting is being held to receive comments on the NNSWC budget and rates for the fiscal year ending September 30, 2009. According to the NNSWC interlocal agreement, a townhall meeting is held in the three largest communities each year to review the Coalition's proposed budget and rates. Included in the agenda packets is a proposed budget for the fiscal year ending September 30, 2009 that leaves rates unchanged at $24 per ton.

Balance forward decreases $1,876,496 going from $3,626,746 budgeted last year to $1,750,250 in the current budget. This decrease is due to the calling $2,420,000 of Coalition bonds for payment on February 1, 2008. This bond call also explains the $2,410,000 decrease in debt service principal and $96,117 decrease in debt service interest.

While tipping fees remain at $24.00 per ton, budgeted tonnage increases from 91,067 tons last year to 97,475 tons for the current year. This is the first full year the Coalition is receiving waste from Bud's Sanitation. Fremont and Columbus tonnage are also up. Norfolk tonnage remains flat. The 97,475 tons budgeted is a 2% increase over the actual 95,564 tons received in FY 2007-2008.

Interest income decreases from $105,500 last year to only $18,000 during the current year. This is caused both by a large decrease in fund balance due to the calling of bonds on February 1, 2008 as well as significant reductions in interest rates during the year.

Total Coalition expenditures decrease $2,445,109 from $4,314,322 last year to $1,869,213 in the current year. This decrease is primarily due to the February 1 call of $2,420,000 of coalition bonds budgeted in the prior year resulting in the large decrease in debt service discussed earlier.

Disposal fees increase $33,642 due to the tonnage increases discussed earlier.

These tonnage increases also drive the $34,000 increase in Closure/Post Closure funding budgeted in Interfund Operating Transfers Out. The increase in tonnage decreases life of Coalition landfill, significantly impacting Closure/Post Closure funding. During the last years of landfill life, the Closure/Post Closure investments are greatest providing the greatest investment income. Closure/Post Closure funding was budgeted at $12,000 last year with the actual funding being $21,406 due to the increased tonnage. As the tonnage continues to increase so does the Closure/Post Closure funding, which is budgeted at $46,000 in FY 2008-2009.

Other Professional Fees increase $36,759 primarily due to expenditures related to re-permitting the landfill. $10,000 is budgeted for a topographical survey required in advance of the re-permitting process to quantify tonnage, landfill life, and closure projections. $25,000 is also budgeted to Burns & McDonnell for permit renewal. Permit renewal is required every 5 years and the renewal documents must be submitted to DEQ for their review by October 15, 2009.

Machinery and Equipment decreases from $52,800 last year to $2,950 in the current year. Last year's budget included $52,800 for wind screens and wind cages. The current year budget contains $2,950 for a computer, copier and printer.

Also included in the agenda packet is a Closure/Post Closure Care Fund budget. As discussed earlier, the transfer from the operating fund increases from $12,000 last year to $46,000 in the current year due to increased tonnage. Total funds available for Closure/Post Closure increase 8.46% from $3,366,637 budgeted last year to $3,651,502 in the current year, primarily due to interest earnings on prior contributions. See enclosure 7(c).

See Enclosure 22.

PUBLIC HEARINGS AND RELATED ACTION

REGULAR AGENDA

23. Consideration of Ordinance No. 5051 to amend Section 22-1 of the Code to clarify the responsibility of a tenant or occupant of property (in addition to the owner) to clear sidewalk. Ordinance No. 5051 passed on first reading at the January 20, 2009 City Council meeting. **Ordinance No. 5051**

    Section 22-1 of the Code requires an owner of property to clear snow, sleet, mud, ice or other substances from the public sidewalk adjacent to their property. Ordinance No. 5051 clarifies the responsibility of a tenant or occupant of property (in addition to the owner) to clear the sidewalk.

    See Enclosure 23.

24. Resolution 2009-3 specifically prohibits the carrying of a concealed handgun on all City property whether or not the carrier has obtained a permit from the State of Nebraska and further directs City staff to properly sign all City property to that effect. **Resolution 2009-3**

    In light of the Nebraska Attorney General's Opinion No. 09001, this Resolution provides for signing of City buildings, premises upon which a City building is located, City parks and any other City premises declaring that the carrying of

concealed weapons in or on said property is prohibited even by a holder of a concealed handgun permit, and provides an added degree of certainty that the prohibition against carrying concealed weapons can be enforced in City-owned buildings and City-owned property; however, this shall not apply to any duly authorized law enforcement officer.

See Enclosure 24.

ADMINISTRATIVE REPORTS

CITY OF NORFOLK, NEBRASKA

The Mayor and City Council of the City of Norfolk, Nebraska met in regular session in the Council Chambers, 309 West Madison Avenue, Norfolk, Nebraska on the 20th day of January, 2009, beginning at 5:30 p.m.

Following a moment of silence and the Pledge of Allegiance to the flag of the United States of America, Mayor Sue Fuchtman called the meeting to order. Roll call found the following Councilpersons present: Coy, Lange, Van Dyke, Reeder, Wilson, Brenneman, Fauss, and Saunders. Absent: None.

Staff members present were: City Administrator Al Roder, Director of Public Works Dennis Smith, City Attorney Clint Schukei, City Clerk Beth Deck, Transportation, Building & Grounds Director Jim Koch, Water & Sewer Director Dennis Watts, Police Chief Bill Mizner, Finance Officer Randy Gates, Fire Chief Shane Weidner and Property/Operations Manager Gary Miller.

The Mayor presided and the City Clerk recorded the proceedings.

The Mayor informed the public about the location of the current copy of the Open Meetings Act posted in the City Council Chambers and accessible to members of the public.

Notice of the meeting was given in advance thereof by publication in the Norfolk Daily News, Norfolk, Nebraska, the designated method of giving notice, as shown by affidavit of publication.

Notice was given to the Mayor and all members of the Council and a copy of their acknowledgement of receipt of notice and agenda is attached to the minutes. Availability of the agenda was communicated in the advance notice and in the notice to the Mayor and Council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the public.

Agenda Motions

Scott Adams, 1305 West Park Avenue, requested Item #16, Burbach Aquatics, Inc. Professional Services Agreement Amendment #1, be removed from the consent agenda and considered on the regular agenda.

Councilperson Fauss moved, seconded by Councilperson Van Dyke to approve the consent agenda with the removal of Item #16. Roll call: Ayes: Councilpersons Coy, Lange, Van Dyke, Reeder, Wilson, Brenneman, Fauss and Saunders. Nays: None. Absent: None. Motion carried.

Councilperson Van Dyke moved, seconded by Councilperson Coy to adopt the regular agenda with the addition of Item #16. Roll call: Ayes: Councilpersons Coy, Lange, Van Dyke, Reeder, Wilson, Brenneman, Fauss and Saunders. Nays: None. Absent: None. Motion carried.

Consent Agenda Items Approved

Minutes of the January 5, 2009 City Council meeting minutes

Minutes of the December 22, 2008 City Council Work Session meeting minutes

Minutes of the January 12, 2009 City Council Work Session meeting minutes

Plans, specifications, and engineer's estimate on file in the City Clerk's office for Paving District No. 501 (Glenn Street; from Monroe Avenue to approximately 475 feet north to Jefferson Avenue (private)) and authorization for the City Clerk to advertise for bids

Down Payment Assistance Program Guideline amendments for the City of Norfolk

Special Designated Liquor License for the Elkhorn Valley Pheasants Forever Chapter to serve beer, wine and distilled spirits in the City Auditorium on March 19, 2009 for their annual spring banquet

Change Order Nos. 2 and 3 with Elkhorn Paving Construction of Norfolk, Nebraska for the 16th Street from Monroe Avenue to Affiliated Foods project resulting in a net decrease of $4,247.06

Pheasants Forever Elkhorn Valley Chapter #091 Agreement for use of the auditorium for their annual banquet from 8 a.m. on March 19, 2009 to 1:00 a.m. on March 20, 2009

Special Designated Liquor License for Norfolk Steak Company (Whiskey Creek) to serve beer and wine at The Kensington Ballroom, 108 North 4th Street, on February 6, 2009 from 4:30 p.m. to 9:00 p.m. for a fundraiser

Amendment No. 19 to the agreement with Black and Veatch for engineering services for the northeast water supply pump station and elevated storage tank project in an amount not to exceed of $318,600

Mayor's appointment of Brad Love to the Zoning Board of Adjustment for a term ending August 2011, replacing Joyce Crowley who did not wish to be reappointed

Reappointment of David Johnson to the Building Code Appeals/Property Maintenance Board of Appeals for a five-year term ending February 2014

Purchase two replacement police cruisers off the State of Nebraska contract

Bills in the amount of $769,302.17

Regular Agenda

Burbach Aquatics Amendment #1

At the request of Scott Adams, 1305 West Park Avenue, this item was discussed on the regular agenda.

Councilperson Van Dyke moved, seconded by Councilperson Wilson to approve Amendment #1 to the Professional Services Agreement with Burbach Aquatics, Inc. for aquatic facilities design and construction management and authorize the Mayor to execute a letter for Burbach to complete Phases II and III and any other documents necessary to seek stimulus funds for this project.

City Administrator Al Roder explained Burbach Aquatics presented the City of Norfolk with an opportunity for the City to receive money from the proposed Federal Stimulus Package. Burbach anticipates the proposed Aquatic Center would be an eligible project to receive the funding. However, in order to be an eligible project, a project must be "shovel-ready" within 120 days of the signing of the Stimulus Package. The Amendment allows Burbach Aquatics to get the project to a "shovel-ready" status that would qualify for the funding. The $20,000 cost is under the purchasing limits for staff authorization. Roder feels the project is too important to not be ready for funding. Roder said, "this means about $15 million for recreation projects" in Norfolk.

Scott Adams questioned the phase II and phase III wording and feels that generally means "big money involved." Adams questioned whether the project will include moving the baseball fields to Ta-Ha-Zouka Park. Adams also questioned whether the City of Norfolk would be responsible for the $15 million if the federal funding isn't approved.

Roder stated the project involves an Aquatic Center at Memorial Park and the baseball field moved to Ta-Ha-Zouka Park. Roder said this does not, however, include a football field. The funding is not guaranteed but Norfolk wants to be ready to go with the project. Roder stated Phase II and Phase III takes the City through permitting and plan/design for the project. Burbach Aquatics is carrying a large financial burden because the portion of planning being completed is significantly greater than what the City is investing in preparation for the Stimulus Package. Roder stated that if the funding isn't approved as part of the Stimulus Package, the City has made a commitment to Burbach to go "back to the drawing board" and revisiting the project. Roder stated the City will not be responsible for the $15 million if the Stimulus Package funding doesn't move forward.

Councilperson Fauss stated that the Council is basically saying that the City has an opportunity to receive $15 million for recreation needs.

Roll call on the motion to approve Amendment #1 to the Professional Services Agreement with Burbach Aquatics, Inc. Ayes: Councilpersons Coy, Lange, Van Dyke, Reeder, Wilson, Brenneman, Fauss and Saunders. Nays: None. Absent: None. Motion carried.

Public Hearings and Related Action

Public hearings were held simultaneously for the Mayor and City Council to sit as a Board of Equalization to levy special assessments in the amounts of $174.98 for mowing, weed control and litter removal on property at 405 East Prospect Avenue**;** and $313.42 for mowing, weed control and litter removal on property at 812 South 11th Street.

Councilperson Van Dyke moved, seconded by Councilperson Fauss to adjourn as Mayor and City Council and convene as a Board of Equalization to hear and equalize special assessments in the amounts of $174.98 for mowing, weed control and litter removal on property at 405 East Prospect Avenue; and $313.42 for mowing, weed control and litter removal on property at 812 South 11th Street. Roll call: Ayes: Councilpersons Coy, Lange, Van Dyke, Reeder, Wilson, Brenneman, Fauss and Saunders. Nays: None. Absent: None. Motion carried.

City Clerk Beth Deck provided information to the Mayor and City Council. The public hearings authorize the Mayor and City Council, sitting as a Board of Equalization, to levy special assessments.

The first special assessment to be levied is in the amount of $174.98 for mowing, weed control and litter removal on property at 405 East Prospect Avenue (Lots 1 and 2, Block 2, Klug's Second Subdivision to the City of Norfolk, Madison County, Nebraska and the South 8 feet of the vacated alley lying north and continuous thereto). The Health Official notified the property owners Robert Blevins, Sandra Blevins, and Wells Fargo Home Mortgage prior to mowing, weed control and litter removal and sent a bill by certified mail.

The second special assessment to be levied is in the amount of $313.42 for mowing, weed control and litter removal on property at 812 South 11th Street (Lot 7, Block 6, Glenwood Addition to the City of Norfolk, Madison County, Nebraska). The Health Official notified the property owner Myra Hunt prior to mowing, weed control and litter removal and sent a bill by certified mail.

If the resolutions are adopted, the City will file liens against the properties for the cost of the mowing and litter removal.

No one appeared either in favor of or in opposition to levying the special assessments and the Mayor declared the hearings closed.

Councilperson Van Dyke moved, seconded by Councilperson Fauss to adjourn as a Board of Equalization and reconvene as Mayor and City Council. Roll call: Ayes: Councilpersons Coy, Lange, Van Dyke, Reeder, Wilson, Brenneman, Fauss and Saunders. Nays: None. Absent: None. Motion carried.

Regular Agenda Items

Resolution No. 2009-1
(levy special assessments, 405 East Prospect Avenue)

The Mayor requested consideration of Resolution No. 2009-1 levying a special assessment in the amount of $174.98 for the removal of weeds, litter and debris on Lots 1 and 2, Block 2, Klug's Second Subdivision to the City (405 East Prospect Avenue).

Councilperson Brenneman moved, seconded by Councilperson Wilson to adopt Resolution No. 2009-1 levying a special assessment in the amount of $174.98 for the removal of weeds, litter and debris on Lots 1 and 2, Block 2, Klug's Second Subdivision to the City (405 East Prospect Avenue). Roll call: Ayes: Councilpersons Coy, Lange, Van Dyke, Reeder, Wilson, Brenneman, Fauss and Saunders. Nays: None. Absent: None. Motion carried. Resolution No. 2009-1 was adopted.

Resolution No. 2009-2
(levy special assessments, 812 South 11th Street)

The Mayor requested consideration of Resolution No. 2009-2 levying a special assessment in the amount of $313.42 for mowing, weed control and litter removal on Lot 7, Block 6, Glenwood Addition to the City of Norfolk, Madison County, Nebraska (812 South 11th Street).

Councilperson Brenneman moved, seconded by Councilperson Lange to adopt Resolution No. 2009-2 levying a special assessment in the amount of $313.42 for mowing, weed control and litter removal on Lot 7, Block 6, Glenwood Addition to the City of Norfolk, Madison County,

Nebraska (812 South 11th Street). Roll call: Ayes: Councilpersons Coy, Lange, Van Dyke, Reeder, Wilson, Brenneman, Fauss and Saunders. Nays: None. Absent: None. Motion carried. Resolution No. 2009-2 was adopted.

Ordinance No. 5051
(sidewalks snow removal)

Councilperson Van Dyke introduced, seconded by Councilperson Reeder Ordinance No. 5051 entitled: AN ORDINANCE OF THE CITY OF NORFOLK, NEBRASKA TO AMEND SECTION 22-1 OF THE OFFICIAL CITY CODE TO CLARIFY THE RESPONSIBILITY OF A TENANT OR OCCUPANT OF PROPERTY (IN ADDITION TO THE OWNER) TO CLEAR SIDEWALK; TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM and moved that the ordinance be passed on first reading. Said ordinance was then read into the record by title by the City Clerk.

City Attorney Clint Schukei explained the ordinance clarifies the responsibility of a tenant or occupant of property (in addition to the owner) to clear snow, sleet, mud, ice or other substance from public sidewalks adjacent to their property.

Roll call: Ayes: Councilpersons Coy, Lange, Van Dyke, Reeder, Wilson, Brenneman, Fauss and Saunders. Nays: None. Absent: None. Motion carried. Ordinance No. 5051 passed on first reading.

Councilperson Van Dyke moved, seconded by Councilperson Reeder, that the statutory rule requiring reading on three different days be suspended.

Roll call: Ayes: Councilpersons Coy, Van Dyke, Reeder, Wilson, and Saunders. Nays: Lange, Brenneman and Fauss. Absent: None. Motion to suspend the rules failed.

Lobbyist Discussion

City Administrator Al Roder explained this item was placed on the agenda to discuss whether or not the City of Norfolk should retain the services of lobbyists. Norfolk retained three lobbyists last year working on behalf of the City and focusing on the Regional Center. The three lobbyists (O'Hara, Lindsay and Wesely) have merged into one firm and approached the City about continuing the relationship. Roder stated the lobbyists have quoted $24,000 as the cost to the City for lobbying services. Roder explained the Regional Center is always a concern and every year it seems some issue is raised about the status of the Center. Roder said the Regional Center is an important part of Norfolk; however, City staff is not aware of any specific topics that are relative to the City of Norfolk right now. Norfolk does use the League of Nebraska Municipalities lobbyists to work on issues. Roder has a little concern about spending $24,000 on lobbyists when there aren't any pressing issues right now. However, Roder suggests if elected officials feel Norfolk should have lobbyists that a $2,000 retainer be used and if specific issues arise, the lobbyists are hired on an hourly basis. Roder doesn't feel there is probably a need for the City to spend $24,000 on lobbyists at this time.

Mayor Fuchtman was contacted by Don Wesely several times. Fuchtman stated Wesely has been providing information to Fuchtman over the last 4-6 weeks about various bills. Fuchtman

suggested to Wesely that the City may be interested in hiring the lobbyists on a retainer basis but Wesely did not seem willing to accept a retainer. Fuchtman said Wesely commented that having a retainer does not give Norfolk first precedence over other municipalities.

Councilperson Fauss will support paying a retainer to the lobbyists but does not want to spend $24,000.

Councilperson Saunders isn't sure about even spending money on a retainer since there aren't any specific items or concerns at this time.

Councilperson Van Dyke has strongly supported representation through lobbyists in the past but agrees there "isn't anything looming that will be a major issue" for Norfolk this year. Van Dyke stated Senator Flood, as speaker of the Legislature, will also look out for Norfolk's interests.

Roder said transportation funding is an issue for all Nebraska municipalities but the question is where the money gets spent. Roder stated Norfolk may feel the Highway 35 Expressway is a priority whereas Scottsbluff may disagree.

Councilperson Wilson questioned whether it would be a good idea to use lobbyists to help with obtaining funding for the nursing college since that is one of Senator Flood's top priorities. Wilson feels Norfolk should give Flood, as Speaker of the Legislature, as much help as possible.

Councilperson Van Dyke stated funds for the nursing college will be for operating expenses and won't be needed until after the facility is constructed which probably isn't an issue this legislative session.

Councilperson Fauss feels the nursing college "it pretty much a done deal" and will be constructed. However, it will be several years before operating expenses are needed.

Mayor Fuchtman stated it is necessary, however, to start efforts to acquire operating funds for the nursing college.

Councilperson Brenneman stated Wesely may be looking for a contract with Norfolk because none of the other first class cities employ Wesely at this time. Brenneman feels that, if something does arise, Norfolk can still approach Wesely for services. Brenneman stated Norfolk should not lose site of the fact that, as a member of the League of Nebraska Municipalities, two lobbyists are available to work for Norfolk.

Councilperson Coy feels $24,000 for Don Wesely "is a steal." Coy feels it is an asset that Wesely joined the lobbying firm which has cut the City's costs by about 50 percent. Coy said this is the second year in a row that Wesely "has operated without a hiccup for Norfolk" and it's the "second year in a row we have been delinquent on renewing his contract—in another week it will be three months since his contract expired." Coy said Wesely continues to work with Senator Nelson on Highway 35 issues, which is commendable since Wesely "is representing Norfolk out of good faith and our past relationship." Coy struggles with the reasoning behind having three lobbyists, as well as Mike Nolan, last year and now Norfolk doesn't have any lobbyists. Coy feels Norfolk "maybe didn't need the three last year." Coy supports hiring Don Wesely which may give Norfolk an advantage since most of the other first class cities are located close to a metro area or along the interstate. Coy feels Norfolk needs to take advantage of every

opportunity to help Norfolk. Councilperson Coy gave an example of when Wesely pulled Speaker Flood from a meeting to deal with a problem regarding the Regional Center last year. Coy feels Norfolk will look foolish if "we lose $100,000 to $200,000 to the Regional Center bickering over $24,000 for a lobbyist. He already saved us 10 years' wages."

Councilperson Reeder feels $24,000 "isn't that much compared" to what Norfolk paid in the past. Reeder would hate to see some issue come up and Norfolk isn't prepared with the proper representation. Reeder would support hiring Wesely "especially if we can get all three for that price."

City Attorney Clint Schukei stated the Council cannot take action at this meeting and this is for discussion purposes only because of how the item is listed on the agenda.

Councilperson Fauss suggested a Council subcommittee meet to continue monitoring the issue. Fauss questioned whether elected officials can negotiate the lobbyist fee less than $24,000. Councilperson Fauss said that $24,000 for two months work "is pretty healthy."

Mayor Fuchtman feels Wesely will stand firm on the $24,000 but the question may be whether or not a retainer is an option.

Roder feels elected officials should be fair to Wesely and make a decision as soon as possible. The issue is whether or not Norfolk wants to hire a lobbyist this year. Roder stated the City's FY 2008-2009 budget does not contain money for a lobbyist. However, staff will do whatever elected officials direct.

Councilperson Coy questioned why the City didn't budget for a lobbyist this fiscal year. Coy requested that discussions regarding lobbyists occur in August and not "two days after the session has started." Coy questioned why "it takes action to initiate a contract but it doesn't take action to terminate a contract."

Roder said the contract with Wesely was cancelled as of October 1, 2008 based on the budget discussions. Roder stated Wesely knew last fall that the City did not intend to hire a lobbyist.

City Attorney Clint Schukei explained the contract with Wesely was a rolling contract and it continued to go forward until there was notice given that the contract was being terminated by either party. Schukei understands no money was budgeted for FY 2008-2009 because of the budget session discussions with elected officials and once the budget was formally approved by the City Council in September 2008, a letter was prepared and mailed to Wesely terminating the contract.

Councilperson Coy said "most of us weren't aware of that" and there was only about a 3-minute discussion at a "budget work shop" on July 15, 2008. Coy would like to "see some type of action taken to terminate that contract in the future."

Administrative Reports

No comments were received regarding the Summary Financial Report or the Balance Sheet. Both reports were included in the agenda packets.

Councilperson Fauss moved, seconded by Councilperson Lange to adjourn the meeting at 6:11 p.m. Roll call: Ayes: Councilpersons Coy, Lange, Van Dyke, Reeder, Wilson, Brenneman, Fauss and Saunders. Nays: None. Absent: None. Motion carried.

_____
Sue Fuchtman
Mayor

ATTEST:

_____
Elizabeth A. Deck
City Clerk

(S E A L)

I, the undersigned Clerk, hereby certify that the foregoing is the full, true and correct original document of proceedings of Tuesday, January 20, 2009, had and done by the Mayor and City Council; that all of the subjects included in the proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the Clerk; that such subjects were contained in said agenda for at least twenty-four hours prior to the meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes 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 concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

_____
Elizabeth A. Deck
City Clerk

(S E A L)

WORK SESSION

A work session was held by the Mayor and City Council of the City of Norfolk, Nebraska on Monday, January 26, 2009 beginning at 5:30 p.m. in the City Council Chambers Conference Room, 309 West Madison Avenue, Norfolk, Nebraska.

Mayor Sue Fuchtman called the meeting to order.

Roll call found the following members present: Mayor Sue Fuchtman and Councilpersons Brenneman, Coy, Fauss, Lange, Reeder, Saunders, and Van Dyke. Absent: Wilson.

Staff members present were City Administrator Al Roder, Public Works Director Dennis Smith, City Clerk Beth Deck, Wastewater Plant Superintendent Todd Boling, Planning Commission Secretary Faythe Petersen, Assistant City Engineer Dale Bohac, Transportation, Building & Grounds Director Jim Koch, Prevention Manager Scott Cordes, Information Systems Manager Jim McKenzie, Police Chief Bill Mizner, and Finance Officer Randy Gates.

Planning Commission members present at the meeting were Mechele Grimes, J.J. Snodgrass, Merlin Milander and Brian Lundy.

The media was represented by Greg Wees, Norfolk Daily News, and Jim Curry, WJAG/KEXL.

Notice of the meeting was given in advance by publication in the Norfolk Daily News, and notice of the meeting was given to the Mayor and all members of the Council prior to the meeting.

The Mayor presided and the City Clerk recorded the proceedings.

The Mayor informed the public about the location of the current copy of the Open Meetings Act posted in the meeting room and accessible to members of the public.

One & Six Year Street Plan
(2009-2014)

Public Works Director Dennis Smith reviewed several sources of funding for the One & Six Year Street Plan. The state gas tax accounts for approximately $2 million and is based on a number of factors including lane miles and number of vehicles. The gas tax money must be spent on street projects and communities must contribute $.50 to every $1.00 received. The City transfers about $415,000 annually to the General Fund to help fund the Street Division. Smith stated sales tax received from motor vehicle sales must also be spent on streets. Smith explained the City also receives approximately $500,000 to $600,000 federal money that passes through the State of Nebraska to be spent on federal aid urban projects (e.g. collector and/or arterial street projects –e.g. Benjamin Avenue, 25th Street, 1st Street, Victory Road, Norfolk Avenue, and Omaha Avenue). However, the dollar amount depends on federal appropriations. Smith stated the City must comply with all federal regulations to spend this money (e.g. environmental review, David-Bacon) and there is also a 20% local match for the funds. Smith stated the City receives the federal money on a project reimbursement basis and reimbursement isn't a sure thing. The City takes the risk that the project(s) may not be funded in each new federal bill.

Smith reviewed the proposed projects in the One & Six Year Street Plan.

Project No.	Project Title & Description	Total Estimated Project Cost	Outside Funds & Sources	Local Funds & Sources
1.	Miscellaneous Street Maintenance Work by Contract	750,000		750,000
2.	Street Maintenance by Contract	3,750,000		3,750,000
3.	M-451(147)8th Street - Michigan Avenue to Omaha Avenue	340,000		340,000
4.	M-451(178)Miscellaneous Residential Paving Districts	200,000	170,000	30,000
5.	M-451(182) Miscellaneous Residential Paving Districts (Not yet created)	1,000,000	850,000	150,000
6.	M-451(151) Highway 35 between Omaha Avenue and Norfolk Avenue, Norfolk Southeast STPD-35-3(105), CN. 31442	3,368,000	3,035,000	333,000
7.	M-451(153)Box Culvert on South 5th Street over Corp. Gulch	125,000		125,000
8.	M-451(154)Traffic Signal at Hwy 81 and Monroe, ELEC-81-3(1035)	1,126,600	481,300	645,300
9.	M-451(157) Highway 35 and Victory Road intersection STPD-35-3(107), CN 31416A	3,522,000	2,817,600	704,400
10.	M-451(159) 25th Street; Benj. Avenue to US 275	5,100,000		4,080,000 1,020,000
11.	M-451(173) 37th Street & Norfolk Avenue NH-275-5(143), CN 31417A	1,500,000	900,000	600,000
12.	M-451(177) Widen Benjamin from 4-lane to 5-lane 13th Street to 1st Street	4,360,000		3,488,000 872,000
13.	M-451(180) Resurface 13th Street from Pasewalk Avenue to 1/4 mile north of Benjamin Ave. RD-81-3(1044), CN 31929.	830,000	415,000	415,000
14.	M-451(181) Highway 81 Norfolk South, Sherwood Road to Pasewalk Avenue, ND-81-3(139), CN 31941A. (60% of project in City limits	1,560,000	1,373,000	187,000

Smith said the following about the projects:

#1 – Miscellaneous Street maintenance (discussed later by Dale Bohac)
#2 – Street maintenance by contract (discussed later by Dale Bohac)
#3 – 8th Street, Michigan Avenue to Omaha Avenue, scheduled for 2011-2012
#4 – The City's estimated general obligation costs for special assessments districts
#5 – Miscellaneous residential paving districts (not yet created)
#6 – Department of Roads project with about a 20% City match -- also tied in with earmarked funds from the Federal Highway Administration (FHA). Project will not move forward until the decision on the environmental statement for the Corridor Study between Norfolk and South Sioux City is approved by the FHA.
#7 – Upgrade culverts
#8 – Traffic Signal at Hwy 81 and Monroe Avenue project (City/State project) with a 50/50 funding. The City is responsible for the right-of-way.
#9 – 20% City match
#10 – Start construction in late 2009 but may be pushed back until 2010
#11 – 37th Street & Norfolk Avenue, is at least 5 years out
#12 – This is the next big project showing on the Street Master Plan
#13 & #14 – Department of Roads is working on these projects with a 2010 bid letting

Mayor Fuchtman questioned whether citizens have any input in the process to determine priorities for the One & Six Year Street Plan.

Smith stated City staff is always listening for suggestions to include in the Street Improvement Plan. The widening of Benjamin Avenue from 4-lane to 5-lane, 13th Street to 1st Street came from the Comprehensive Traffic Study completed by Schemmer Associates in 2006. Other projects included in the Study were 25th Street and Benjamin Avenue. Smith said the priorities are a "best estimate" by staff as to what should be done.

City Administrator Al Roder explained that there are only finite dollars available for street projects and whatever "comes out goes back in somewhere else."

Councilperson Van Dyke feels Priority #13 (resurface 13th Street from Pasewalk Avenue to 1/4 mile north of Benjamin Avenue) may become an urgent project for the City and 18th Street, Norfolk Avenue to Philip Avenue, needs repair very soon.

Smith said that, based on dollars available and the proposed schedule, the projects in the One & Six Year Street Plan can be funded in the years outlined in the Plan. The 2009 projects are projected to begin in the fiscal year beginning October 1, 2009.

Smith explained Priorities #1 and #2 are for miscellaneous street projects. The City spent $715,000 on overlays in 2008; $600,000 on miscellaneous concrete repairs in 2007; $500,000 in 2006; $350,000 in 2006; and $800,000 in 2004.

Assistant City Engineer Dale Bohac provided an overview of a pavement management system, developed by the Army Corps of Engineers, proposed for the City of Norfolk. Bohac explained the pavement management system will provide a more systematic approach to allocating funds for miscellaneous street work. The system is a computerized database to rate streets on a scale

from 1 to 100 to provide an objective assessment of all streets within the City of Norfolk. City staff proposes hiring a consultant to rate all streets the first year and then train staff to keep the system updated. Staff can then run scenarios to keep streets repaired to acceptable levels. The system will also use the best estimated costs for projects with reliable information to develop a multi-year restoration program. With the program, approximately 35% of all streets will be re-evaluated every year. Bohac explained the proposal will be to divide the City into three sections to be re-evaluated every three years. The pavement management system upfront cost is approximately $100,000. Bohac said the consultant will also take pictures of each street for the database. Bohac distributed a color-coded map showing the proposed miscellaneous street repair projects for 2009. The desire is to develop a multi-year, color-coded map showing the various projects.

Roder explained the advantage to a pavement management system is that the City Council then sets the standard for street improvements. Roder stated a standard of 70 to 75 is common for most communities. However, the only way this works is to have on-going inspections of the streets.

Councilperson Fauss moved, seconded by Councilperson Reeder to adjourn the meeting at 6:31 p.m. Roll call: Ayes: Councilpersons Brenneman, Coy, Fauss, Lange, Reeder, Saunders, Van Dyke, Wilson and Mayor Fuchtman. Nays: None. Absent: None. Motion carried.

_____
Sue Fuchtman
Mayor

ATTEST:

_____
Elizabeth A. Deck
City Clerk

(S E A L)

Print Form

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.ne.gov

Office Use

Corporate manager, including spouse, are required to adhere to the following requirements
If spouse filed affidavit of non-participation fingerprints and proof of citizenship not required

1) **Must be a citizen of the United States**
2) **Must be a Nebraska resident (Chapter 2 – 006)**
3) **Must provide a copy of birth certificate, naturalization paper or US passport**
4) **Must submit fingerprints (2 cards per person)**
5) **Must be 21 years of age or older**
6) **Applicant may be required to take a training course**

Corporation/Limited Liability Corporation (LLC) information

Name of Corporation/LLC: NEBRASKA DISTRIBUTING CO.

Premise information

Premise License Number: W3800
(if new application leave blank)

Premise Trade Name/DBA: PREMIER MIDWEST BEVERAGE CO.

Premise Street Address: 10367 SOUTH 134TH ST

City: OMAHA Zip Code: 68138

Premise Phone Number: 402-891-1212

The individual whose name is listed in the president or contact member category on the cover insert form 3a or 3b must sign their name below.

RECEIVED
DEC 17 2008
NEBRASKA LIQUOR CONTROL COMMISSION

CORPORATE OFFICER SIGNATURE
(Faxed signatures are acceptable)

0900000501

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

Gender: ☒ MALE ☐ FEMALE

Last Name: BRANNON First Name: SCOTT MI: A

Home Address (include PO Box if applicable):

City: State: Zip Code:

Home Phone Number: Business Phone Number: 402-891-1212

Social Security Number: Drivers License Number & State:

Date Of Birth: Place Of Birth:

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: First Name: MI:

Social Security Number: Drivers License Number & State:

Date Of Birth: Place Of Birth:

APPLICANT AND SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST 10 YEARS

APPLICANT			SPOUSE		
CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM	YEAR TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2000	2007	NORTHEAST BEV. CO.	BILL SAEGER	402-721-6464
1991	2000	SAEGER AND CO	BILL SAEGER	402-721-6464

Manager and spouse must review and answer the questions below
PLEASE PRINT CLEARLY

1. **READ PARAGRAPH CAREFULLY AND ANSWER COMPLETELY AND ACCURATELY.**

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. Also list any charges pending at the time of this application. **If more than one party, please list charges by each individual's name.**

☐ YES ☒ NO If yes, please explain below or attach a separate page.

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state? **IF YES,** list the name of the premise.

☒ YES ☐ NO

3. Do you, as a manager, have all the qualifications required to hold a Nebraska Liquor License? Nebraska Liquor Control Act (§53-131.01)

☒ YES ☐ NO

4. Have you filed the required fingerprint cards and **PROPER FEES** with this application? (The check or money order must be made out to the **Nebraska State Patrol for $38.00 per person**)

☐ YES ☐ NO

RECEIVED
OCT 17 2008
NEBRASKA LIQUOR CONTROL COMMISSION

5. Do you have any experience in selling alcohol in the State of Nebraska? If so list training and/or experience (when and where)

Date:	Where:
1991 - 2008	SAEGER AND CO. AND NORTHEAST BEV AND
	PREMIER - MIDWEST BEV. CO - ALL 3 ARE
	OR WERE BEER WHOLESALERS

PERSONAL OATH AND CONSENT TO 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.

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.

Signature of Manager Applicant

Signature of Spouse

State of Nebraska

County of Sarpy

County of

The foregoing instrument was acknowledged before me this January 7 by

The foregoing instrument was acknowledged before me this _____ by

Notary Public signature

Notary Public signature

Affix Seal Here

CORIN JACOBS
General Notary
State of Nebraska
My Commission Expires Jul 30, 2011

Affix Seal Here

In compliance with the ADA, this manager insert form 3c is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

Revised 9/2008

402-471-2814

City of Norfolk

OFFICE OF THE MAYOR

127 North 1st Street
Norfolk, Nebraska 68701
(402) 844-2000

February 3, 2009

NE Liquor Control Commission
Attn: Kristina, Licensing Division
PO Box 95046
Lincoln NE 68509-5046

Dear Kristina:

On February 2, 2009, the City of Norfolk received the Manager Application of Scott Brannon in connection with the Class W and Z liquor licenses of Nebraska Distributing Company, dba Premier Midwest Beverage Company, 1904 South 4th Street, Norfolk, Nebraska. The City is submitting no recommendation on the manager application.

Sincerely,

CITY OF NORFOLK

Sue Fuchtman
Mayor

Enclosure

cc: Scott Brannon

City of Norfolk

DEPARTMENT OF PUBLIC SAFETY
Police Division
William L. Mizner
Chief of Police

202 North 7th Street
Norfolk, Nebraska 68701
402-644-8700
bmizner@ci.norfolk.ne.us

TO: Beth Deck
City Clerk

FROM: Bill Mizner
Chief of Police

RE: Nebraska Distributing Company Manager Background Investigation

DATE: January 23, 2009

The Police Division conducted a background investigation on Scott A. Brannon, the manager applicant for Premier Midwest Beverage Company, 1904 S. 4th Street. This location is a warehouse owned by Nebraska Distributing Company, 10367 South 134th Street, Omaha, Nebraska.

The Police Division has no record of any contacts with Scott A. Brannon. A check of the Nebraska Criminal Justice Information System indicates no violations either criminal or driving.

The Nebraska Liquor Commission web-site indicated no violations for Nebraska Distributing Company.

Service ~ Honor ~ Commitment

Print Form

APPLICATION FOR SPECIAL DESIGNATED LICENSE RETAIL LICENSE HOLDERS

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.ne.gov/

BEFORE SUBMITTING APPLICATION TO THE LIQUOR CONTROL COMMISSION

- ☐ Include approval from the City, Village or County Clerk where the event is to be held
- ☐ Include signed statement from the local law enforcement (see question #8)
- ☐ A license fee $40 (payable to Nebraska Liquor Control Commission) for each day/event to be licensed (i.e. if you have two separate areas at one event they both need to be licensed) (unless licensed as a K Caterer no fees required)
- ☐ Application MUST be received at the Liquor Control Commission Office no later than 10 working days prior to event (excluding weekends, Federal and State observed holidays)

COMPLETE ALL QUESTIONS

1. Type of alcohol to be served and/or consumed

   ☒ Beer ☒ Wine ☒ Distilled Spirits

2. Liquor license number and class (i.e. C-55441) ck46288

3. Licensee name (last, first, middle), Corporate name, Limited Liability Company (LLC)

   NAME: HY-VEE INC.

   ADDRESS: 5820 Westown PKWY Des Moines Iowa 50266 **COUNTY**

4. Location where event will be held; name, address, city, county, zip code

ADDRESS: 500 south 18 th street (The Meadows) 68701 **COUNTY** Madison

a. Is this location within the city/village limits? ☒ YES ☐ NO

b. Is this location within the 150' of church, school, hospital or home aged/indigent or for veterans their wives? ☒ YES ☐ NO

c. Is this location within 300' of any university or college campus? ☐ YES ☒ NO

5. Date(s) and Time(s) of event (no more then six (6) consecutive days on one application)

Date 2-14-09	Date	Date	Date	Date	Date
Hours From 7;00 p.m.	Hours From	Hours From	Hours From	Hours From	Hours From
To 11;00 p.m.	To	To	To	To	To

a. Alternate date: none

b. Alternate location: none

(alternate date or location must be approved by local and law enforcement)

6. Indicate type of activity to be carried on during event

☐ Dance ☐ Reception ☐ Fund Raiser ☐ Beer Garden ☐ Sampling/Tasting ☒ Other

7. Description of area to be licensed

☒ Inside building, dimensions of area to be covered **INFEET** 40 x 60

Name of building The Meadows (not square feet or acres)

☐ Outdoor area dimensions of area to be covered **INFEET** _____ x _____

(not square feet or acres)

If outdoor area, how will premises be enclosed

☐ fence, type of fence

☐ tent

☐ other, explain _____

*If both inside and outdoor area to be licensed include **simple sketch**

8. Attach a signed statement from local police chief or county sheriff, whichever is applicable, that local law enforcement has been informed in advance of this event, and if they are aware of any reason the event should not occur.

9. Indicate the steps that will be taken to prevent underage persons from obtaining alcohol beverages.

Staff will be carding everyone who does not look at least 40 years old

10. Will premises to be covered by license comply with all Nebraska sanitation laws?

☒ YES ☐ NO

a. Are there separate toilets for both men and women? ☒ YES ☐ NO

11. Will there be any games of chance operating during the event? ☐ YES ☒ NO
If so, describe activity _____

NOTE: Only games of chance approved by the Department of Revenue, Charitable Gaming Division are permitted. All other forms of gambling are prohibited by State Law: There are no exceptions for Non Profit Organizations or any events raising funds for a charity. This is only an application for a Special Designated License under the Liquor Control Act and is not a gambling permit application.

12. Any other information or requests for exemptions: _____

13. Name and **telephone number/cell phone number** of immediate **supervisor.** This person will be at t the location of the event when it occurs, able to answer any questions from Commission and/or law enforcement before and during the event, and who will be responsible for ensuring that any applicable laws, ordinances, rules and regulations are adhered to.

Keith Miller _____ Phone: Before 402-851-0969 During 402-851-0969
Print name of Event Supervisor

Keith Miller
Signature of Event Supervisor

Consent of Authorized Representative/Applicant

14. I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

sign here Keith Miller — Wine & Spirits Mgr. — 1-16-09
Authorized Representative/Applicant — Title — Date

Keith Miller
Print Name

The law requires that no special designated license provided for by this section shall be issued by the Commission without the approval of the local governing body. For the purposes of this section, the local governing body shall be the city or village within which the particular place for which the special designated license is requested is located, or if such place is not within the corporate limits of a city or village, then the local governing body shall be the county within which the place for which the special designated license is requested is located.

City of Norfolk

DEPARTMENT OF PUBLIC SAFETY
Police Division
William L. Mizner
Chief of Police

202 North 7th Street
Norfolk, Nebraska 68701
402-644-8765
email: bmizner@ci.norfolk.ne.us

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

RE: Special Designated License Application

Dear Sir:

Please be advised the Norfolk Police Division has been informed of this event. I am not aware of any reason this event should not occur.

Sincerely,

CITY OF NORFOLK

William L. Mizner
Chief of Police

Service ~ Honor ~ Commitment

City of Norfolk

PLANNING COMMISSION
701 KOENIGSTEIN AVENUE
402-844-2050 **NORFOLK, NEBRASKA 68701** **402-644-8748 FAX**

TO: Mayor Sue Fuchtman

FROM: Faythe Petersen

SUBJECT: Re-Appointment of Planning Commissioners

DATE: January 21, 2009

The terms of Scott Adams, Brian Lundy and Mechele Grimes to the Norfolk Planning Commission expire in February, 2009. After speaking with all three commissioners, they have expressed their desire to continue their service for another three years

Please re-appoint Scott Adams, Brian Lundy and Mechele Grimes to the Norfolk Planning Commission.

Thank you.

cc: Al Roder

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2009, by and between the City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as "CITY", and Sacred Heart Church of Norfolk, (also known as Norfolk Catholic High School) a Nebraska Nonprofit Corporation, through its Music Booster organization, hereinafter referred to as "SCHOOL", WITNESSETH:

WHEREAS, CITY and SCHOOL desire to enter into an Agreement wherein CITY agrees to lease to SCHOOL the right to operate the concession stand located at Memorial Field, First Street and Grove Avenue, Norfolk, Nebraska according to the terms and conditions herein; and

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

1. CITY agrees to lease to SCHOOL and SCHOOL agrees to lease from CITY the right to operate the concession stand located at Memorial Field, First Street and Grove Avenue, Norfolk, Nebraska, from August 1, 2009 until January 31, 2010. CITY shall retain seventy-five percent (75%) of the gross receipts and shall pay to SCHOOL twenty-five percent (25%) of the gross receipts payable on a monthly basis. CITY may retain any cleanup charges incurred by SCHOOL pursuant to paragraph 4. Gross receipts are defined as sales prior to any deductions or expenditures. All sales receipts from the concession stand shall be delivered to the Norfolk City Clerk's office by 4:30 p.m. the next business day following the activity/event.

2. SCHOOL agrees to operate such concession stand during any and all SCHOOL events/activities being held at the football/baseball complex unless an exception is granted by the CITY. SCHOOL acknowledges that the concession stand is not being operated by SCHOOL exclusively but that it will be operated by SCHOOL only during SCHOOL's events. SCHOOL understands that other schools will be operating the concession stand during their particular school's events/activities at Memorial Field. During SCHOOL's events/activities, SCHOOL shall have the right to operate the concession stand. All food sales conducted during the event shall be treated as part of the concession stand sales with all monies received from said food sales being subject to the provisions of paragraph 1 above. SCHOOL further agrees to operate such concession stand so as not to unduly interfere with any activity being held at Memorial Field. The City of Norfolk Parks Division will provide a list of all activities/events to SCHOOL during the agreement period.

3. The parties understand that the right to operate the concession stand located at Memorial Field extends to that portion of the park that includes the fenced-in areas of the football field and baseball field and the parking lot servicing the football field and baseball field.

4. SCHOOL agrees to keep such concession stand in a good and sanitary condition. SCHOOL agrees to clean up the concession stand after each event/activity. If the premises are

not cleaned by SCHOOL, CITY's staff will clean and charge SCHOOL at the rate of $50/hour. Said cleanup charge shall be retained by CITY out of SCHOOL's portion of the gross receipts as set forth in paragraph 1. CITY agrees to obtain all the necessary licenses for the operation of said concession stand as may be required by the City of Norfolk or the State of Nebraska.

5. SCHOOL agrees to obtain and keep in force a certificate of general liability insurance in the following minimum amounts:

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

In addition, SCHOOL shall name CITY as an additional insured. Said certificate shall be filed with the Norfolk City Clerk upon execution of this agreement. In the event the certificate of insurance is not filed by August 1, 2009, then this Agreement shall be voidable at the option of CITY's Property and Operations Manager. The parties agree that the liability insurance provided for herein shall be increased to an amount equal to the limits of liability coverage carried by CITY upon CITY notifying SCHOOL during the term of this agreement. For all purposes of this agreement, SCHOOL shall be considered an independent contractor and shall be responsible for any and all taxes, benefits or insurance coverage applicable to SCHOOL's employees or volunteers.

6. SCHOOL further agrees to indemnify, defend and save harmless CITY or its representatives, agents, or employees from and against all claims, demands, suits, actions, payments and judgments arising from any negligent act or omission of SCHOOL or its representatives, agents, or employees during performance in this agreement.

7. CITY is responsible for furnishing all equipment necessary for operation of its concession stand which is currently available through CITY. The water and electricity will be furnished by CITY.

8. CITY agrees to keep and maintain accurate accounting records covering all income and make such records available for SCHOOL's inspection at reasonable times and places. CITY shall submit said accounting along with payment of twenty-five percent (25%) of the gross receipts to SCHOOL each month.

9. There shall be no sublease on concession stand operation without CITY's prior written approval.

10. The term of this agreement as outlined in paragraph 1 shall be from August 1, 2009 until January 31, 2010 at which time, this Agreement shall terminate. However, either party may terminate the contract for any reason with thirty (30) days written notice to the other of its intent to terminate.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing agreement on the _____ day of _____, 2009.

THE CITY OF NORFOLK, NEBRASKA,
A Municipal Corporation

By_____
Mayor

ATTEST:

_____
City Clerk

Approved as to Form: _____
City Attorney

SACRED HEART CHURCH OF NORFOLK,
A Nebraska Nonprofit Corporation

By_____
Norfolk Catholic High School Principal

By_____
Its

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2009, by and between the City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as "CITY", and School District No. 2 of Madison County, Nebraska (also known as Norfolk Public Schools), a Political Subdivision of the State of Nebraska, hereinafter referred to as "SCHOOL", WITNESSETH:

WHEREAS, CITY and SCHOOL desire to enter into an Agreement wherein CITY agrees to lease to SCHOOL the right to operate the concession stand located at Memorial Field, First Street and Grove Avenue, Norfolk, Nebraska according to the terms and conditions herein; and

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

1. CITY agrees to lease to SCHOOL and SCHOOL agrees to lease from CITY the right to operate the concession stand located at Memorial Field, First Street and Grove Avenue, Norfolk, Nebraska, from August 1, 2009 until January 31, 2010. CITY shall retain seventy-five percent (75%) of the gross receipts and shall pay to SCHOOL twenty-five percent (25%) of the gross receipts payable on a monthly basis. CITY may retain any cleanup charges incurred by SCHOOL pursuant to paragraph 4. Gross receipts are defined as sales prior to any deductions or expenditures. All sales receipts from the concession stand shall be delivered to the Norfolk City Clerk's office by 4:30 p.m. the next business day following the activity/event.

2. SCHOOL agrees to operate such concession stand during any and all SCHOOL events/activities being held at the football/baseball complex unless an exception is granted by the CITY. SCHOOL acknowledges that the concession stand is not being operated by SCHOOL exclusively but that it will be operated by SCHOOL only during SCHOOL's events. SCHOOL understands that other schools will be operating the concession stand during their particular school's events/activities at Memorial Field. During SCHOOL's events/activities, SCHOOL shall have the right to operate the concession stand. All food sales conducted during the event shall be treated as part of the concession stand sales with all monies received from said food sales being subject to the provisions of paragraph 1 above. SCHOOL further agrees to operate such concession stand so as not to unduly interfere with any activity being held at Memorial Field. The City of Norfolk Parks Division will provide a list of all activities/events to SCHOOL during the agreement period.

3. The parties understand that the right to operate the concession stand located at Memorial Field extends to that portion of the park that includes the fenced-in areas of the football field and baseball field and the parking lot servicing the football field and baseball field.

4. SCHOOL agrees to keep such concession stand in a good and sanitary condition. SCHOOL agrees to clean up the concession stand after each event/activity. If the premises are

not cleaned by SCHOOL, CITY's staff will clean and charge SCHOOL at the rate of $50/hour. Said cleanup charge shall be retained by CITY out of SCHOOL's portion of the gross receipts as set forth in paragraph 1. CITY agrees to obtain all the necessary licenses for the operation of said concession stand as may be required by the City of Norfolk or the State of Nebraska.

5. SCHOOL agrees to obtain and keep in force a certificate of general liability insurance in the following minimum amounts:

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

In addition, SCHOOL shall name CITY as an additional insured. Said certificate shall be filed with the Norfolk City Clerk upon execution of this agreement. In the event the certificate of insurance is not filed by August 1, 2009, then this Agreement shall be voidable at the option of CITY's Property and Operations Manager. The parties agree that the liability insurance provided for herein shall be increased to an amount equal to the limits of liability coverage carried by CITY upon CITY notifying SCHOOL during the term of this agreement. For all purposes of this agreement, SCHOOL shall be considered an independent contractor and shall be responsible for any and all taxes, benefits or insurance coverage applicable to SCHOOL's employees or volunteers.

6. SCHOOL further agrees to indemnify, defend and save harmless CITY or its representatives, agents, or employees from and against all claims, demands, suits, actions, payments and judgments arising from any negligent act or omission of SCHOOL or its representatives, agents, or employees during performance in this agreement.

7. CITY is responsible for furnishing all equipment necessary for operation of its concession stand which is currently available through CITY. The water and electricity will be furnished by CITY.

8. CITY agrees to keep and maintain accurate accounting records covering all income and make such records available for SCHOOL's inspection at reasonable times and places. CITY shall submit said accounting along with payment of twenty-five percent (25%) of the gross receipts to SCHOOL each month.

9. There shall be no sublease on concession stand operation without CITY's prior written approval.

10. The term of this agreement as outlined in paragraph 1 shall be from August 1, 2009 until January 31, 2010 at which time, this Agreement shall terminate. However, either party may terminate the contract for any reason with thirty (30) days written notice to the other of its intent to terminate.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing agreement on the _____ day of _____, 2009.

THE CITY OF NORFOLK, NEBRASKA,
A Municipal Corporation

By_____
Mayor

ATTEST:

_____
City Clerk

Approved as to Form: _____
City Attorney

SCHOOL DISTRICT NO. 2 OF MADISON COUNTY, NEBRASKA, A Political Subdivision of the State of Nebraska

By_____
Its

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2009, by and between the City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as "CITY", and Lutheran High School Association of Northeast Nebraska, Incorporated, a Nebraska Nonprofit Corporation, hereinafter referred to as "SCHOOL", WITNESSETH:

WHEREAS, CITY and SCHOOL desire to enter into an Agreement wherein CITY agrees to lease to SCHOOL the right to operate the concession stand located at Memorial Field, First Street and Grove Avenue, Norfolk, Nebraska according to the terms and conditions herein; and

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

1. CITY agrees to lease to SCHOOL and SCHOOL agrees to lease from CITY the right to operate the concession stand located at Memorial Field, First Street and Grove Avenue, Norfolk, Nebraska, from August 1, 2009 until January 31, 2010. CITY shall retain seventy-five percent (75%) of the gross receipts and shall pay to SCHOOL twenty-five percent (25%) of the gross receipts payable on a monthly basis. CITY may retain any cleanup charges incurred by SCHOOL pursuant to paragraph 4. Gross receipts are defined as sales prior to any deductions or expenditures. All sales receipts from the concession stand shall be delivered to the Norfolk City Clerk's office by 4:30 p.m. the next business day following the activity/event.

2. SCHOOL agrees to operate such concession stand during any and all SCHOOL events/activities being held at the football/baseball complex unless an exception is granted by the CITY. SCHOOL acknowledges that the concession stand is not being operated by SCHOOL exclusively but that it will be operated by SCHOOL only during SCHOOL's events. SCHOOL understands that other schools will be operating the concession stand during their particular school's events/activities at Memorial Field. During SCHOOL's events/activities, SCHOOL shall have the right to operate the concession stand. All food sales conducted during the event shall be treated as part of the concession stand sales with all monies received from said food sales being subject to the provisions of paragraph 1 above. SCHOOL further agrees to operate such concession stand so as not to unduly interfere with any activity being held at Memorial Field. The City of Norfolk Parks Division will provide a list of all activities/events to SCHOOL during the agreement period.

3. The parties understand that the right to operate the concession stand located at Memorial Field extends to that portion of the park that includes the fenced-in areas of the football field and baseball field and the parking lot servicing the football field and baseball field.

4. SCHOOL agrees to keep such concession stand in a good and sanitary condition. SCHOOL agrees to clean up the concession stand after each event/activity. If the premises are not cleaned by SCHOOL, CITY's staff will clean and charge SCHOOL at the rate of $50/hour.

Said cleanup charge shall be retained by CITY out of SCHOOL's portion of the gross receipts as set forth in paragraph 1. CITY agrees to obtain all the necessary licenses for the operation of said concession stand as may be required by the City of Norfolk or the State of Nebraska.

5. SCHOOL agrees to obtain and keep in force a certificate of general liability insurance in the following minimum amounts:

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

In addition, SCHOOL shall name CITY as an additional insured. Said certificate shall be filed with the Norfolk City Clerk upon execution of this agreement. In the event the certificate of insurance is not filed by August 1, 2009, then this Agreement shall be voidable at the option of CITY's Property and Operations Manager. The parties agree that the liability insurance provided for herein shall be increased to an amount equal to the limits of liability coverage carried by CITY upon CITY notifying SCHOOL during the term of this agreement. For all purposes of this agreement, SCHOOL shall be considered an independent contractor and shall be responsible for any and all taxes, benefits or insurance coverage applicable to SCHOOL's employees or volunteers.

6. SCHOOL further agrees to indemnify, defend and save harmless CITY or its representatives, agents, or employees from and against all claims, demands, suits, actions, payments and judgments arising from any negligent act or omission of SCHOOL or its representatives, agents, or employees during performance in this agreement.

7. CITY is responsible for furnishing all equipment necessary for operation of its concession stand which is currently available through CITY. The water and electricity will be furnished by CITY.

8. CITY agrees to keep and maintain accurate accounting records covering all income and make such records available for SCHOOL's inspection at reasonable times and places. CITY shall submit said accounting along with payment of twenty-five percent (25%) of the gross receipts to SCHOOL each month.

9. There shall be no sublease on concession stand operation without CITY's prior written approval.

10. The term of this agreement as outlined in paragraph 1 shall be from August 1, 2009 until January 31, 2010 at which time, this Agreement shall terminate. However, either party may

terminate the contract for any reason with thirty (30) days written notice to the other of its intent to terminate.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing agreement on the _____ day of _____, 2009.

THE CITY OF NORFOLK, NEBRASKA,
A Municipal Corporation

By_____
Mayor

ATTEST:

_____
City Clerk

Approved as to Form: _____
City Attorney

LUTHERAN HIGH SCHOOL ASSOCIATION OF
NORTHEAST NEBRASKA, INCORPORATED,
A Nebraska Nonprofit Corporation

By_____
Its

By_____
Its

AGREEMENT

THIS AGREEMENT is made and entered into this_____ day of _____, 2009, by and between the City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as "CITY", and Dan Spray and Jon Downey, d/b/a Elkhorn Valley Cycling Club, hereinafter referred to as "EVCC", WITNESSETH:

WHEREAS, EVCC is desirous of holding an Elkhorn Valley Cycling Club Norfolk Classic Stage Race in Norfolk, Nebraska, on June 7, 2009; and

WHEREAS, EVCC desires to enter into an Agreement with CITY for the 2009 Norfolk Classic Stage Race; and

WHEREAS, EVCC is desirous of utilizing various CITY streets for the Norfolk Classic Stage Race which will include a road race, time trial and criterium; and

WHEREAS, EVCC has requested that several streets in the downtown Norfolk area be closed on June 7, 2009, from 6:00 a.m. to 5:00 p.m. for the criterium portion of its Norfolk Classic Stage Race; and

WHEREAS, EVCC has requested that all on-street parking stalls in downtown Norfolk located in the race area be closed for the Norfolk Classic Stage Race; and

WHEREAS, the closure of the streets described herein would prohibit vehicle access to parking lots and/or parking areas for individuals residing in that portion of downtown Norfolk; and

WHEREAS, EVCC is desirous of utilizing CITY's surface parking lot located at 3rd Street and Norfolk Avenue for various activities during Norfolk Classic Stage Race; and

WHEREAS, CITY's parking facility at 3rd Street and Norfolk Avenue has a number of leased parking stalls in it; and

WHEREAS, CITY is desirous of allowing the closure of the surface parking lot described above as well as portions of certain streets for the Norfolk Classic Stage Race at EVCC's request.

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

1. CITY shall allow for the closure of the following streets on Sunday, June 7, 2009, from 6:00 a.m. to 5:00 p.m.:

Street	From	To
Braasch Avenue	2nd Street	5th Street;
Norfolk Avenue	2nd Street	5th Street;
2nd Street	Braasch Avenue	Norfolk Avenue;
3rd Street	Braasch Avenue	Norfolk Avenue;
4th Street	Braasch Avenue	Norfolk Avenue;
5th Street	Braasch Avenue	Norfolk Avenue.

4. CITY shall allow for the closure of parking stalls located on the streets set forth in the previous paragraph on Sunday, June 7, 2009, from 6:00 a.m. to 5:00 p.m.

5. CITY shall allow for closure of the surface parking lot at 3rd Street and Norfolk Avenue in Norfolk, Nebraska from 6:00 a.m. to 5:00 p.m. on Sunday, June 7, 2009.

6. EVCC shall be provided a list of leased parking stalls in the lot and the name and contact information for each lessee. EVCC shall contact each holder of a leased stall and obtain a written statement stating they do not object to being unable to access their rented parking stall from 6:00 a.m. to 5:00 p.m. on Sunday, June 7, 2009. In the event signed statements are not provided for each leased stall by May 28, 2009, this Agreement shall be voidable at the option of CITY's property and operations manager.

7. EVCC shall provide CITY with a certificate of general liability insurance in the following minimum amounts:

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

In addition, EVCC shall name CITY as an additional insured. Said certificate shall be filed with the Norfolk City Clerk upon execution of this agreement. In the event the certificate of insurance is not filed by May 22, 2009, then this Agreement shall be voidable at the option of CITY's property and operations manager.

8. EVCC agrees at its expense to barricade, in compliance with the Uniform Signing Manual, the closed sections of the streets named herein including any appropriate through or left-turn lanes adjacent to the closed sections pursuant to a plan approved at least one week in advance by CITY's Transportation, Building and Grounds Director. Said plan shall include specific details about the number and type of barricades needed to comply with the Uniform Signing Manual. In the event EVCC fails to erect barricades in accordance with said plan, this

Agreement shall be voidable at the option of CITY's property and operations manager, or CITY may erect the necessary barricades and EVCC shall be responsible for paying the cost of same.

9. EVCC agrees to allow emergency traffic through the closed streets and intersection set forth herein.

10. EVCC agrees to hold CITY harmless and indemnify CITY from any loss or damage or claim of loss by any third party from damage that results from holding said Norfolk Classic Stage Race as provided in this Agreement.

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

ATTEST:

CITY OF NORFOLK, NEBRASKA,
A Municipal Corporation

_____
City Clerk

By_____
Mayor

Approved as to Form:_____
City Attorney

_____
Dan Spray d/b/a Elkhorn Valley Cycling Club

_____
Jon Downey d/b/a Elkhorn Valley Cycling Club

AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2009, by and between the City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as First Party and Sesostris Shrine, an Unincorporated Fraternal Organization, hereinafter referred to as Second Party, Witnesseth:

WHEREAS, Second Party desires to use First Party's property for the annual Shrine Circus and parties hereto are desirous of entering into an agreement regarding Second Party's use of the same; and

WHEREAS, Second Party will use First Party's property described as Memorial Football Field and adjoining areas located at 1st Street and Grove Avenue;

IT IS THEREFORE AGREED, in consideration of the above recitals, by and between the parties as follows:

1. Second Party shall provide First Party with a certificate of general liability insurance in the following minimum amounts:

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

In addition, Second Party shall name the First Party as an additional insured. Said certificate shall be filed with the City Clerk upon execution of this agreement. In the event the certificate of insurance is not on file by May 22, 2009, then this Agreement shall be voidable at the option of First Party's property and operations manager.

2. Second Party agrees to save, hold harmless, indemnify and defend First Party, its agents and employees for any and all claims against or liability of First Party that arise from any of the activities carried out under this Agreement.

3. Second Party agrees to repair any damage to Memorial Football Field by paying to City all costs including labor of City employees incurred to repair the field and restore it to the condition it was in immediately prior to June 6, 2009.

4. Second Party agrees to pay the City the sum of $350.00 for use of Memorial Football Field and adjoining support area for the 2009 Shrine Circus.

5. The Agreement provides for holding a circus on the one day of June 6, 2009, with one rain date of June 7, 2009. The parties acknowledge this Agreement contains no option for renewal.

6. First Party will make available the existing shower facilities and access to existing electricity at Memorial Field as required by the circus upon request by Second Party.

7. Second Party agrees that it either has or will secure any necessary licenses required for the performance of copyrighted music at the activities being conducted by Second Party and expressly agrees to hold harmless and indemnify First Party from any cost or liability that may result to First Party as a result of the contemplated Second Party's activities being held on property owned by First Party.

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

CITY OF NORFOLK, NEBRASKA,
A Municipal Corporation

ATTEST:

By_____
Mayor

_____
City Clerk

Approved as to Form: _____
City Attorney

SESOSTRIS SHRINE,
An Unincorporated Fraternal Organization

By_____
Mark Kinzie, Potentate

AGREEMENT

This Agreement, is made and entered into the _____ day of _____, 2009, by and between the City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as "CITY", and Tim Bergland d/b/a Roadrunner Car Club, and WJAG, Inc., a Nebraska Corporation, d/b/a KEXL RADIO, hereinafter collectively referred to as "ORGANIZATION", WITNESSETH:

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, CITY agrees to allow ORGANIZATION to use the CITY's facility for its classic car show, subject to the following:

1. FACILITY. CITY, being the owner of the park facility commonly known as Ta-Ha-Zouka Park, is willing to allow the northeast corner of the park to be used in conjunction with ORGANIZATION's purpose of hosting a classic car show.

2. DATE. This agreement shall be for the day of Saturday, June 6, 2009. The classic car show provided for in this Agreement is scheduled for Saturday, June 6, 2009 from 10:00 a.m. to 5:00 p.m. and will include the display of automobiles. ORGANIZATION shall be allowed to begin setting up for the classic car show on Saturday, June 6, 2009. ORGANIZATION shall be responsible for cleanup from the event and shall complete said cleanup on June 6, 2009.

3. VEHICLE PARKING. Parking of vehicles in the park shall be restricted to currently existing parking areas and to such other areas as are approved for parking at the sole discretion of the CITY's Park Superintendent or his designee. The parties acknowledge that the areas approved for parking are subject to change up until the time of the event and may depend upon precipitation or other variables not within the control of the parties to this Agreement.

4. VENDING. There shall be no vending of any goods, services, products or commodities in the park.

5. ORGANIZATION shall provide CITY with a certificate of general liability insurance in the following minimum amounts:

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

In addition, ORGANIZATION shall name CITY as an additional insured. Said certificate shall be filed with the Norfolk City Clerk upon execution of this agreement. In the

event the certificate of insurance is not filed by May 29, 2009, then this Agreement shall be voidable at the option of CITY's Property and Operations Manager.

6. ORGANIZATION agrees to hold CITY harmless and indemnify CITY from any loss or damage or claim of loss by any third party from damage that results from holding said classic car show as provided in this Agreement.

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

CITY OF NORFOLK, NEBRASKA,

By_____
Mayor

ATTEST:

_____
City Clerk

Approved as to Form: _____
City Attorney

_____
Tim Bergland d/b/a Roadrunner Car Club

WJAG, Inc., a Nebraska Corporation,
d/b/a KEXL RADIO

By _____
Its

PROCLAMATION

for

"JOOI OF READING" MONTH

WHEREAS, reading is a skill that only gets better with practice and is essential to a child's success in school; and

WHEREAS, there's more to reading than homework and class assignments; and

WHEREAS, there are an endless number of fun and interesting books out there waiting to be discovered; and

WHEREAS, older students can use their influence to encourage younger children to read more; and

WHEREAS, Norfolk's JOOI (Junior Optimist Octagon International) members believe they can make a difference by encouraging their peers and younger students to read more books and thus improve their reading skills; and

WHEREAS, the City of Norfolk values its young service leaders and their efforts to make a difference in the community by mentoring younger readers and promoting "catch and release" book programs.

NOW, THEREFORE, BE IT RESOLVED that I, Sue Fuchtman, Mayor of the City of Norfolk, Nebraska, do hereby proclaim the month of February 2009 as:

"JOOI OF READING" MONTH

in the City of Norfolk and encourage all citizens to take due note of the observance.

February 2, 2009

_____

Mayor

Seal

FUND REVENUE DETAIL **FUND CODE: 604**

Code	Description	2005-2006 Actual Revenues	2006-2007 Actual Revenues	2007-2008 Estimated Revenues	2007-2008 Budget	2008-2009 Budget	Dollar Increase (Decrease)	Percent Increase (Decrease)
	Balance Brought Forward	3,720,429	3,034,197	3,659,330	3,626,746	1,750,250	(1,876,496)	(51.74%)
	Charges for Services							
36701	Use Fees	2,137,926	2,213,401	2,255,946	2,232,428	2,358,900	126,472	5.67%
	Total Charges for Services	2,137,926	2,213,401	2,255,946	2,232,428	2,358,900	126,472	5.67%
	Rent & Other Revenue							
37408	Late Charges	-	-	551	-	-	-	-
	Total Rent & Other Revenue	-	-	551	-	-	-	-
	Interest Income							
38801	Other Interest Income	126,796	160,994	74,527	105,500	18,000	(87,500)	(82.94%)
	Total Interest Income	126,796	160,994	74,527	105,500	18,000	(87,500)	(82.94%)
	Total Revenue	2,264,723	2,374,394	2,331,024	2,337,928	2,376,900	38,972	1.67%
	Total Funds Available	5,985,152	5,408,591	5,990,354	5,964,674	4,127,150	(1,837,524)	(30.81%)

FUND BUDGET CALCULATION **FUND CODE: 604**

Code	Description				Amount
	BALANCE BROUGHT FORWARD				1,750,250
	Estimated balance as of October 1, 2008.				
	Revenue Bond				145,484
	Bond Reserve				579,678
	Operating & Maintenance				120,000
	Total Restricted				845,162
	Unrestricted Balance				905,088
	CHARGES FOR SERVICES				
36701	Use Fees				
		97475 Ton	@	$24.00	2,339,400
	Special Wastes	$13	x	1,500	19,500
	TOTAL CHARGES FOR SERVICES				2,358,900
38001	Other Interest Income				
	Estimate of interest to be earned.				18,000
	TOTAL INTEREST INCOME				18,000
	NON-REVENUE RECEIPTS				
	TOTAL FUNDS AVAILABLE				**4,127,150**

DEPARTMENT EXPENDITURE DETAIL **DEPARTMENT CODE: 229**

Code	Description	2005-2006 Actual Expenditures	2006-2007 Actual Expenditures	2007-2008 Estimated Expenditures	2007-2008 Budget	2008-2009 Budget	Dollar Increase (Decrease)	Percent Increase (Decrease)
	Personnel Costs							
11	Salaries & Wages	48,340	50,283	52,040	52,332	54,727	2,395	4.58%
13	Group Insurance	19,647	25,161	24,393	25,575	26,657	1,082	4.23%
14	Pension	2,902	3,018	3,119	3,140	3,284	144	4.59%
15	FICA	3,543	3,678	3,789	4,003	4,187	184	4.60%
16	Worker's Compensation	3,213	1,196	2,382	2,405	3,200	795	33.06%
19	Group Benefit Claims	-	-	-	850	850	-	-
	Total Personnel Costs	77,646	83,337	85,723	88,305	92,905	4,600	5.21%
	Operating Supplies and Materials							
24	Vehicular Fuel & Lube	2,023	1,845	2,305	2,210	1,625	(585)	(26.47%)
26	Minor Apparatus & Tools	-	360	-	500	500	-	-
	Total Operating Supplies & Mat.	2,023	2,205	2,305	2,710	2,125	(585)	(21.59%)
	Other Operating Costs							
31	Rent	324	353	405	360	360	-	-
32	Disposal Fees	891,120	931,556	974,032	977,852	1,011,494	33,642	3.44%
	Total Other Operating Costs	891,444	931,909	974,437	978,212	1,011,854	33,642	3.44%
	Utilities & Maintenance							
46	Bldg., Ground,& Plant Maintenance	1,740	5,878	5,159	7,950	7,800	(150)	(1.89%)
48	Office Equipment Maintenance	543	500	2,251	1,000	1,000	-	-
	Total Utilities & Maintenance	2,283	6,378	7,410	8,950	8,800	(150)	(1.68%)

DEPARTMENT EXPENDITURE DETAIL **DEPARTMENT CODE: 229**

Code	Description	2005-2006 Actual Expenditures	2006-2007 Actual Expenditures	2007-2008 Estimated Expenditures	2007-2008 Budget	2008-2009 Budget	Dollar Increase (Decrease)	Percent Increase (Decrease)
	Legislative Affairs							
53	Travel & Conference	1,020	3,408	1,528	5,940	7,565	1,625	27.36%
55	Dues & Publications	729	594	445	250	250	-	-
	Total Legislative Affairs	1,749	4,001	1,972	6,190	7,815	1,625	26.25%
	Other Admin. & Overhead							
61	Insurance	13,652	15,936	14,287	14,233	16,700	2,467	17.33%
62	Telephone & Teletype	255	244	282	1,800	300	(1,500)	(83.33%)
63	Postage	657	669	295	1,000	1,000	-	-
64	Office Supplies	1,207	1,734	1,524	2,094	2,094	-	-
65	Legal Notices & Advertising	110	191	74	500	500	-	-
68	Other Professional Fees	192,845	127,556	170,221	202,961	239,720	36,759	18.11%
69	Miscellaneous	32	-	-	-	-	-	-
	Total Other Admin. & Overhead	208,758	146,330	186,684	222,588	260,314	37,726	16.95%
	Gov't Subsidies & Transfers							
78	Intrafund Oper. Transfer Out	11,894	11,839	21,406	12,000	46,000	34,000	283.33%
	Total Gov't Subsidies & Trans.	11,894	11,839	21,406	12,000	46,000	34,000	283.33%
	Capital Outlay							
82	Building & Improvements	1,190,032	-	-	-	-	-	-
84	Machinery & Equipment	6,207	-	17,602	52,800	2,950	(49,850)	(94.41%)
	Total Capital Outlay	1,196,239	-	17,602	52,800	2,950	(49,850)	(94.41%)
	Debt Service							
91	Debt Service - Principal	245,000	260,000	2,685,000	2,685,000	275,000	(2,410,000)	(89.76%)
92	Debt Service - Interest	313,920	303,263	257,566	257,567	161,450	(96,117)	(37.32%)
	Total Debt Service	558,920	563,263	2,942,566	2,942,567	436,450	(2,506,117)	(85.17%)
	Total Expenditures	2,950,955	1,749,261	4,240,104	4,314,322	1,869,213	(2,445,109)	(56.67%)
	Ending Balance	3,034,197	3,659,330	1,750,250	1,650,352	2,257,937	607,585	36.82%
	Total Funds Accounted For	5,985,152	5,408,591	5,990,354	5,964,674	4,127,150	(1,837,524)	(30.81%)

DEPARTMENT EXPENDITURE DETAIL **DEPARTMENT CODE: 229**

Code	Description			Amount
10	**PERSONNEL COSTS**			
11	SALARIES & WAGES			
	Average Monthly Salary			
	$ 4,150	x	12	49,800
	Holiday Hours Worked			
	$ 25.66	x	32	821
	Overtime Average Hour			
	$ 25.66	x	160	4,106
	TOTAL SALARIES			54,727
13	GROUP INSURANCE			
	Health Insurance			
	$2,300 Monthly	x	12	27,600
	Less: Payroll Deduction			
	$214 Monthly	x	12	-2,568
	Deductible			500
	Emp. Assist. Program			
	$24 Ea.	x	2	48
	Life Insurance			583
	LTD Premium			
	$537 Annually	x	1	537
	LESS: Payroll Deduction			
	$4 Monthly	x	12	-43
	TOTAL GROUP INS.			26,657
14	PENSION			
	$54,727	x	6.00%	3,284
	TOTAL PENSION			3,284
15	FICA			
	$54,727	x	7.65%	4,187
	TOTAL FICA			4,187

Code	Description			Amount
16	WORKER'S COMPENSATION			
				3,200
	TOTAL WORKER'S COMP.			3,200
19	GROUP BENEFIT CLAIMS			
	Dental Insurance			850
	TOTAL GROUP BENEFIT CLAIMS			850
	TOT. PERS. COSTS			**92,905**
20	**OPER. SUP. AND MATERIALS**			
24	VEHICULAR FUEL & LUBE			
	Unleaded	$650.00 x	2.5	1,625
	TOTAL VEHIC. FUEL&LUBE			1,625
26	MINOR APPARATUS & TOOLS			
	Maint. & Janitorial			500
	TOTAL MINOR APP & TOOLS			500
	TOTAL OPER. SUP. & MAT.			**2,125**
30	**OTHER OPERATING COSTS**			
31	RENT			
	Water Filtration System			
	Mo. Rent	30 x	12	360
	TOTAL RENT			360
32	DISPOSAL FEES			
	FY 07/08 Actual			
	Norfolk			32,871
	Fremont			27,256
	Columbus			19,978
	Pilger			205
	Oakland			765
	Newman Grove			7,815
	Other			6,674
	Total			95,564

Code	Description			Amount
	% Projected Incr	2	97,475	
	Operating contract			
	4 Variable Base			
	480000 Fixed Base			
	Adjustment	0		
	Variable Fee		$4.00	389,900
	Fixed Fee			480,000
	$/ton State Fee @		1.25	121,844
	Special Waste Handling			
	1500 ton	x	6.5	9,750
	Hazardous Wastes			
	Test, Ship, Dispose			10,000
	TOTAL DISPOSAL FEES			1,011,494
	TOT. OTH OPER COSTS			**1,011,854**
40	**UTILITIES AND MAINTENANCE**			
46	BLDG,GRND&PLANT MAINT			
	50 Trees			200
	Well Pumps			5,000
	Janitorial Supplies			200
	HVAC Repairs			200
	Plumbing Repairs			200
	Scale Service			2,000
	TOTAL BLDG,GRND MAINT			7,800
48	OFFICE EQUIP.MAINT.			
	Security System			500
	Computer & Telephone			500
	TOT.OFF.EQUIP.MAINT.			1,000
	TOTAL UTIL.& MAINT.			**8,800**

NE NEBR SOLID WASTE COALITION

GENERAL FUND

DEPARTMENT EXPENDITURE DETAIL **DEPARTMENT CODE: 229**

Code	Description			Amount
50	**LEGISLATIVE AFFAIRS**			
53	TRAVEL AND CONFERENCE			
	Mileage	5000 @	0.505	2,525
	MOLO Training			400
	NESWANA Conference			
	Mileage			120
	Hotel			500
	Meals			200
	Registration			600
	Landfill Operations Training			
	Mileage	1 @	120	120
	Hotel	2 @	600	1200
	Meals	2 @	150	300
	Registration			1,600
	TOTAL TRAVEL & CONF			7,565
55	DUES & PUBLICATIONS			
	SWANA dues for 2 employees			250
	TOTAL DUES & PUBLICATIONS			250
	TOTAL LEG. AFFAIRS			**7,815**
60	**OTHER ADMIN. & OVERHEAD**			
61	INSURANCE			
	Property and General Liability			16,200
	Public Official Bond			500
	TOTAL INSURANCE			16,700
62	TELEPHONE & TELETYPE			
	Telephone			300
	TOTAL TELE.&TELETYPE			300
63	POSTAGE			1,000
	TOTAL POSTAGE			1,000

Code	Description			Amount
64	OFFICE SUPPLIES			
	Printing & copying			200
	Software			500
	Computer Supplies			300
	Miscellaneous Materials			550
	Weight tickets			
	8 Case	x $	68	544
	TOT. OFFICE SUPPLIES			2,094
65	LEGAL NOTICES&ADVERTISE			
				500
	TOTAL LEG. NOT.& ADVER.			500
68	OTHER PROFESSIONAL FEES			
	50% Scale Software Service Fee			500
	Topographical Survey			10,000
	Stanton Co. Host Fee			62,794
	Clarkson VFD Donation			500
	School District In-Lieu-of-tax fee			3,210
	NDEQ Annual Operating Fee			7,500
	Norfolk Administrative Services (CPI Adjusted)			
	34,164 +	4.18%		35,592
	Groundwater Monitoring (CPI Adj.)			35,689
	Audit			3,900
	Attorney			5,000
	Drug Screen	1 x $ 35		35
	Tier II Gas Analysis			25000
	Emission Inventory Report			2,500
	Permit Renewal			25,000
	Legislative Activities			20,000
	Arbitrage Rebate Report			2,500
	TOTAL OTHER PROF.FEES			239,720
	TOTAL OTH.ADMIN&OV.			**260,314**

Code	Description	Amount
70	**GOV'T SUBSIDIES & TRANSFERS**	
78	INTERFUND OPER. TRANSFER OUT	
	Financial Assurance Fund	
	Closure fund	16,000
	Post Closure Fund	30,000
	TOTAL INTERFUND OP. TRAN.	46,000
	TOTAL GOV'T SUBSIDIES & TRANSFERS	**46,000**
80	**CAPITAL OUTLAY**	
84	MACHINERY & EQUIPMENT	
	P3005 Printer	600
	Computer	1,850
	1815 DN Copier	500
	TOTAL MACHINERY & EQUIPMENT	2,950
	TOT. CAPITAL OUTLAY	**2,950**
90	**DEBT SERVICE**	
91	PRINCIPAL	
	Bond Principal - Series 1998	275,000
	TOTAL PRINCIPAL	275,000
92	INTEREST	
	Bond Interest - Series 1998	161,450
	TOTAL INTEREST	161,450
	TOTAL DEBT SERVICE	**436,450**
	TOT. EXP.	**1,869,213**
	ENDING BALANCE	2,257,937

NE NEBR SOLID WASTE COALITION

GENERAL FUND

Code	Description	Amount	Code	Description	Amount	Code	Description	Amount
	Revenue Bond	148,025						
	Bond Reserve	563,263						
	Operating & Maintenance	120,000						
	TOTAL RESTRICTED	831,288						
	UNRESTRICTED BALANCE	1,426,649						
	TOTAL FUND ACCT. FOR	**4,127,150**						

DIVISION PERSONNEL ROSTER

DIVISION CODE: 229

Name	Position	Date of Hire	Grade & Step 10/1 /08	Monthly Wage	Merit Increase D a t e	Merit Grade /Step	Monthly New Wage	Monthly Ave. Wage
Kucera, David	Scale Clerk	10/26/95	10 H	2,964	5 -1	10 H	2,964	2,964
Kingsley, Deborah	Scale Clerk	10/26/95	10 H	1,186	5 -1	10 H	1,186	1,186
Total							4,150	4,150

NE NEBR SOLID WASTE COALITION

GENERAL FUND

FUND REVENUE DETAIL **FUND CODE: 804**

Code	Description	2005-2006 Actual Revenues	2006-2007 Actual Revenues	2007-2008 Actual Revenues	2007-2008 Budget	2008-2009 Budget	Dollar Increase (Decrease)	Percent Increase (Decrease)
	Balance Brought Forward	2,747,169	2,944,247	3,136,831	3,158,822	3,380,502	221,680	7.02%
	Other Interest Income							
38801	Other Interest Income	185,184	180,745	222,265	195,815	225,000	29,185	14.90%
	Total Other Interest Income	185,184	180,745	222,265	195,815	225,000	29,185	14.90%
	Non-Revenue Receipts							
39101	Interfund Operating Transfers In	11,894	11,839	21,406	12,000	46,000	34,000	283.33%
	Total Non-Revenue Receipts	11,894	11,839	21,406	12,000	46,000	34,000	283.33%
	Total Revenue	197,078	192,584	243,671	207,815	271,000	63,185	30.40%
	Total Funds Available	2,944,247	3,136,831	3,380,502	3,366,637	3,651,502	284,865	8.46%

Code	Description		Amount
	BALANCE BROUGHT FORWARD		3,380,502
	Estimate of fund balance on October 1, 2008.		
	Closure	2,354,331	
	Post Closure	1,026,171	
38801	OTHER INTEREST INCOME		
	Closure	157,500	
	Post Closure	67,500	225,000
39101	INTERFUND OPERATING TRANSFERS IN		
	Closure	16,000	
	Post Closure	30,000	46,000

DIVISION EXPENDITURE DETAIL

FUND CODE: 804

	2005-2006 Actual	2006-2007 Actual	2007-2008 Actual	2007-2008	2008-2009	Dollar Increase	Percent Increase
Total Capital Outlay	-	-	-	-	-	-	-
Total Expenditures	-	-	-	-	-	-	-
Ending Balance	2,944,247	3,136,831	3,380,502	3,366,637	3,651,502	284,865	8.46%
Total Funds Accounted For	2,944,247	3,136,831	3,380,502	3,366,637	3,651,502	284,865	8.46%

Code	Description	Amount
	Closure	2,527,831
	Post Closure	1,123,671

ORDINANCE NO. 5051

AN ORDINANCE OF THE CITY OF NORFOLK, NEBRASKA TO AMEND SECTION 22-1 OF THE OFFICIAL CITY CODE TO CLARIFY THE RESPONSIBILITY OF A TENANT OR OCCUPANT OF PROPERTY (IN ADDITION TO THE OWNER) TO CLEAR SIDEWALK; TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

Section 1. That Section 22-1 of the Official City Code be and the same is hereby amended to read as follows:

Sec. 22-1. Responsibility for removal of snow, ice, mud, etc., from sidewalks.

It is hereby declared to be the responsibility of the owner and/or occupant of real estate within the city to keep his, her, or their public sidewalks clean and free from obstructions and accumulations of snow, ice, mud and slush.

(a) It shall be an offense for the owner <u>and/or tenant or occupant</u> of any lot, vacant or occupied, within the city to allow snow, sleet, mud, ice or other substances to accumulate on the public sidewalks adjacent thereto, or to permit any snow, sleet, mud, ice, or other substance to remain upon the sidewalk. A sidewalk shall be promptly cleaned of mud or other substance and cleared within twenty-four (24) hours after the cessation of the snow or sleet storm depositing snow or ice thereon.

(b) The city, by and through its agent, may clean or cause to be cleaned any sidewalks in violation of subsection (a) above after giving the property owner or one (1) of the property owners, <u>the tenant or occupant</u> actual notice of the city's intent to take such action more than twenty-four (24) hours before taking action and charge the reasonable cost of such sidewalk cleaning to the property owner(s)<u>, tenant or occupant who received notice</u>.

(c) As a part of the judgment of conviction under this section, the court shall assess the reasonable costs incurred by the city under subsection (b) hereunder against the defendant for reimbursement to the city as a part of the court costs.

(d) A violation of this section shall give rise to a cause of action for damages in favor of any person who is injured by the failure or neglect of the owner and/or occupant of the real estate to comply with this section.

Section 2. That the effective date of this Ordinance shall be from and after its passage, approval and publication in pamphlet form as required by law.

PASSED AND APPROVED this _____ day of _____, 2009.

ATTEST: _____
Mayor

_____
City Clerk

Approved as to form: _____
City Attorney

RESOLUTION NO. 2009-3

WHEREAS, since prior to 1962, Norfolk City Code has made it unlawful for any person to carry a concealed weapon in the City of Norfolk; and

WHEREAS, in 2006, the State of Nebraska passed the Concealed Handgun Permit Act as LB 454 allowing a permitholder to carry a concealed handgun, and further provided that if a person, entity or employer in control of property prohibits a permitholder from carrying a concealed handgun into or onto the property which is open to the public, the person, entity or employer in control of the property should post conspicuous notice that carrying a concealed handgun is prohibited in or on the property or make a request that the permitholder remove the concealed handgun from the place or premises; and

WHEREAS, the Concealed Handgun Permit Act provided a prohibition against carrying a concealed weapon "onto any other place or premises where handguns are prohibited by law or rule or regulation"; and

WHEREAS, the City had enacted Norfolk City Code Section 14-237 prohibiting the carrying of concealed weapons within the city prior to the enactment of LB 454; and

WHEREAS, on January 14, 2009, in Opinion No. 09001, the Attorney General of the State of Nebraska issued an opinion concluding that City ordinances prohibiting the carrying of concealed handguns by a permitholder are preempted by the Concealed Handgun Permit Act; and

WHEREAS, to assure that permitholders are prohibited from carrying a concealed handgun into or onto any City place or premises which is open to the public, the Mayor and City Council desire to have posted conspicuous notice that carrying a concealed handgun is prohibited into or upon all City buildings, premises upon which a City building is located, City parks and any other City premises.

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

> BE IT RESOLVED by the Mayor and City Council of the City of Norfolk, Nebraska that carrying a concealed handgun is prohibited on all City property whether or not the carrier has obtained a permit from the State of Nebraska to carry a concealed handgun; provided, however, this shall not apply to any duly authorized law enforcement officer.
>
> BE IT FURTHER RESOLVED by the Mayor and City Council of the City of Norfolk, Nebraska that the City staff is directed to properly sign all City buildings, premises upon which a City building is located, City parks and any other City premises prohibiting the carrying of concealed handguns into or upon said property.

PASSED AND APPROVED this _____ day of _____, 2009.

ATTEST:

_____
Mayor

_____
City Clerk

Approved as to form: _____
City Attorney