Agenda Packet

NORFOLK CITY COUNCIL MEETING

Tuesday, January 17, 2012
5:30 p.m.

Created 1/13/2012 10:24 AM

City of Norfolk

Elizabeth A. Deck
City Clerk
Email Address: bdeck@ci.norfolk.ne.us
(402) 844-2000 Fax: (402) 844-2001
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 Tuesday, January 17, 2012, 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 closed session as per Section 84-1410 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 13, 2012)
1 P.O.P.

EQUAL HOUSING OPPORTUNITY

AGENDA

NORFOLK CITY COUNCIL MEETING

January 17, 2012

In accordance with Section 84-1412 sub-section eight (8) 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. The Mayor and City Council reserve the right to adjourn into closed session as per Section 84-1410 of the Nebraska Revised Statutes.

CALL TO ORDER

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

RECOMMENDED ACTIONS

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

CONSENT AGENDA

8. Consideration of approval of the minutes of the December 19, 2011, City Council meeting. **Motion**
9. Consideration of approval of a Special Designated Liquor License for the NWTF Northeast Beards & Spurs Chapter to serve/consume beer, wine and distilled spirits in the City Auditorium on Saturday, February 4, 2012 for their annual fund raising event. **Motion**
10. Consideration of forwarding a letter of no recommendation to the Nebraska Liquor Control Commission on the manager application of Edward B. Gordon in connection with the Class C liquor license of Veterans F W 1644, 316 West Braasch Avenue. **Motion**

11.	Consideration of approval of forwarding a letter of no recommendation to the Nebraska Liquor Control Commission on the manager application of Terry L. Jensen in connection with the Class CK liquor license of Norfolk Country Inn, LLC, dba Time Square Event Center, 1905 Vicki Lane.	**Motion**
12.	Consideration of approval of the Mayor's appointment of Russ Wilcox to the Elkhorn Valley Economic Development Council to serve an initial term until June 30, 2012 with successors elected to serve three-year terms thereafter.	**Motion**
13.	Consideration of approval of an agreement between the City of Norfolk and Northeast Nebraska Beards and Spurs Chapter of the National Wild Turkey Federation, a Nonprofit Organization, to rent the City Auditorium, to exhibit or display firearms or explosive devices, to allow raffles conducted in full compliance with applicable Nebraska Statutes, and to have beer, wine and distilled spirits on the premises for its fundraising banquet and Hunting Heritage Auction on February 4, 2012.	**Motion**
14.	Consideration of approval of the low bid received from Northern Truck Equipment of $30,200.00 for a replacement Crack Sealer to be used by the Street Division.	**Motion**
15.	Consideration of approval of Resolution No. 2012-1 providing for approval of Supplemental Agreement No. 2 between the Nebraska Department of Roads (NDOR) and the City for construction of 4-lane divided roadway on Highway 35 from Highways 275 to Norfolk Avenue, which the NDOR has designed as project No. DPS-35-3(105).	**Resolution 2012-1**
16.	Consideration of approval of Resolution No. 2012-2 providing approval of a Task Order Agreement with Olsson Associates for construction engineering services for 25th Street from U.S. Highway 275 to Benjamin Avenue Improvements project for a maximum amount of $513,147.30.	**Resolution 2012-2**
17.	Consideration of approval of the Mayor's reappointment of Karen Indra to the Civil Service Commission for a term ending December 2017.	**Motion**
18.	Consideration of approval of a request from VIN, Inc., dba Lloyd's Drug Mart, 2600 West Norfolk Avenue, for a special designated liquor license for Thursday, February 9, from 12:00 p.m. to 8:00 p.m.; Friday, February 10, from 12:00 p.m. to 7:00 p.m.; and Saturday, February 11, from 12:00 p.m. to 6:00 p.m. for sampling/tasting events.	**Motion**
19.	Consideration of approval of Engineering Agreement for engineering services with Schemmer Associates, Inc. for the Elkhorn River Trail project, which the Nebraska Department of Roads(NDOR) has designated as Project No. ENH-59(22), CN 32154 in an amount not to exceed of $122,978.75.	**Motion**
20.	Consideration of approval of all bills on file.	**Motion**

SPECIAL PRESENTATIONS

21. Recreation Update

PUBLIC HEARINGS AND RELATED ACTION

22. Public hearing to amend Section 27-183 of the official City Code to add watchman dwellings to the list of conditional uses allowed in Zoning District C-3; to amend Section 27-203 to provide language consistent with other sections of code allowing watchman dwellings as conditional uses.

23. Consideration of Ordinance No. 5192 amending Section 27-183 of the official City Code to add watchman dwellings to the list of conditional uses allowed in Zoning District C-3; to amend Section 27-203 to provide consistent language with other sections of code allowing watchman dwellings as conditional uses. **Ordinance No. 5192**

24. Public hearing to amend Section 27-32 of the official City Code to clarify the appointment of Board of Adjustment members.

25. Consideration of Ordinance No. 5193 amending Section 27-32 of the official City Code to clarify the appointment of Board of Adjustment members. **Ordinance No. 5193**

26. Public hearing to amend Section 19-3 of the official City Code to delete references to a Department of Planning and Community Development and to instead empower the Fire Division and its zoning official to oversee the administration and implementation of the provisions of Chapter 19; to amend Section 19-5 to reference the current Comprehensive Clan; to amend Section 1 9-19, 19-20 and 19-22 to reference the zoning official rather than the Planning and Community Development Department.

27. Consideration of Ordinance No. 5194 amending Section 19-3 of the official City Code to delete references to a Department of Planning and Community Development and to instead empower the Fire Division and its zoning official to oversee the administration and implementation of the provisions of Chapter 19; to amend Section 19-5 to reference the current Comprehensive Plan; to amend Section 19-19, 19-20 and 19-22 to reference the Zoning Official rather than the Planning and Community Development Department. **Ordinance No. 5194**

28. Public hearing to amend the City of Norfolk's Comprehensive Plan at Michigan Avenue/25th Street and Pasewalk Avenue from commercial to high density residential.

29. Public hearing at the request of SWAD, LLC a Nebraska Limited Liability Company for a zoning change from I-1 (Light Industrial District) to R-3 (Multiple Family Residential District) at Michigan Avenue/25th Street and Pasewalk Avenue.

30. Consideration of Ordinance No. 5195 approving the Comprehensive Plan change from commercial to high density residential at Michigan/25th Street and Pasewalk Avenue. **Ordinance No. 5195**

31. Consideration of Ordinance No. 5196 approving the zone change from I-1 (Light Industrial District) to R-3 (Multiple Family Residential District) at 25th Street/Michigan Avenue and Pasewalk Avenue at the request of SWAD, LLC. **Ordinance No. 5196**

City of Norfolk

127 North First Street
Norfolk, Nebraska 68701

STAFF MEMORANDUM

NORFOLK CITY COUNCIL MEETING

January 17, 2012

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RECOMMENDED ACTIONS

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

CONSENT AGENDA

8. Consideration of approval of the minutes of the December 19, 2011, City Council meeting. **Motion**

   See Enclosure 8.

9. Consideration of approval of a Special Designated Liquor License for the NWTF Northeast Beards & Spurs Chapter to serve/consume beer, wine and distilled spirits in the City Auditorium on Saturday, February 4, 2012 for their annual fund raising event. **Motion**

   See Enclosure 9.

10. Consideration of forwarding a letter of no recommendation to the Nebraska Liquor Control Commission on the manager application of Edward B. Gordon in connection with the Class C liquor license of Veterans F W 1644, 316 West Braasch Avenue. **Motion**

    See Enclosure 10.

11. Consideration of approval of forwarding a letter of no recommendation to the Nebraska Liquor Control Commission on the manager application of Terry L. Jensen in connection with the Class CK liquor license of Norfolk Country Inn, LLC, dba Time Square Event Center, 1905 Vicki Lane. **Motion**

    See Enclosure 11.

12. Consideration of approval of the Mayor's appointment of Russ Wilcox to the Elkhorn Valley Economic Development Council to serve an initial term until June 30, 2012 with successors elected to serve three-year terms thereafter. **Motion**

13. Consideration of approval of an agreement between the City of Norfolk and Northeast Nebraska Beards and Spurs Chapter of the National Wild Turkey Federation, a Nonprofit Organization, to rent the City Auditorium, to exhibit or display firearms or explosive devices, to allow raffles conducted in full compliance with applicable Nebraska Statutes, and to have beer, wine and distilled spirits on the premises for its fundraising banquet and Hunting Heritage Auction on February 4, 2012. **Motion**

    See Enclosure 13.

14. Consideration of approval of the low bid received from Northern Truck Equipment of $30,200.00 for a replacement Crack Sealer to be used by the Street Division. **Motion**

    The Norfolk City Council approved advertisement of bids for a replacement crack sealer on December 5, 2011. Four bids were received from three vendors and opened on December 22, 2011, with Northern Truck Equipment being the low bidder at $30,200.

15. Consideration of approval of Resolution No. 2012-1 providing for approval of Supplemental Agreement No. 2 between the Nebraska Department of Roads (NDOR) and the City for construction of 4-lane divided roadway on Highway 35 from Highways 275 to Norfolk Avenue, which the NDOR has designed as project No. DPS-35-3(105). **Resolution 2012-1**

    Supplemental Agreement No. 2 provides for the City to maintain Frontage Roads "A", and "B" as shown on Exhibit "G" and to update the City's estimated 20% cost share of the project costs located within City's corporate limits. The Public Works Director recommends approval of Resolution No. 2012-1 providing for approval of Supplemental Agreement No. 2.

    See Enclosure 15.

16. Consideration of approval of Resolution No. 2012-2 providing approval of a Task Order Agreement with Olsson Associates for construction engineering **Resolution 2012-2**

services for 25th Street from U.S. Highway 275 to Benjamin Avenue Improvements project for a maximum amount of $513,147.30.

This Task Order Agreement provides for construction engineering services for the 25th Street from U.S. Highway 275 to Benjamin Avenue Improvements project, which the Nebraska Department of Roads has designated as Project No. URB-6001(1).

Staff recommend approval of Resolution No. 2012-2 approving Task Order Agreement with Olsson Associates.

See Enclosure 16.

17. Consideration of approval of the Mayor's reappointment of Karen Indra to the Civil Service Commission for a term ending December 2017. **Motion**

18. Consideration of approval of a request from VIN, Inc., dba Lloyd's Drug Mart, 2600 West Norfolk Avenue, for a special designated liquor license for Thursday, February 9, from 12:00 p.m. to 8:00 p.m.; Friday, February 10, from 12:00 p.m. to 7:00 p.m.; and Saturday, February 11, from 12:00 p.m. to 6:00 p.m. for sampling/tasting events. **Motion**

See Enclosure 18.

19. Consideration of approval of Engineering Agreement for engineering services with Schemmer Associates, Inc. for the Elkhorn River Trail project, which the Nebraska Department of Roads(NDOR) has designated as Project No. ENH-59(22), CN 32154 in an amount not to exceed of $122,978.75. **Motion**

The Engineering Agreement is for project management, field survey, geotechnical analysis, environmental studies, public involvement, preliminary and functional design, utility coordination, final design, and construction services. Due to being a federally funded project, the NDOR has reviewed, approved, and is currently preparing the agreement. The Mayor is authorized to sign the agreement after receiving the final document from the NDOR.

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

SPECIAL PRESENTATIONS

21. Recreation Update

PUBLIC HEARINGS AND RELATED ACTION

22. Public hearing to amend Section 27-183 of the official City Code to add watchman dwellings to the list of conditional uses allowed in Zoning District

C-3; to amend Section 27-203 to provide language consistent with other sections of code allowing watchman dwellings as conditional uses.

This request was made as a conditional use in certain situations, specifically The DeVent Center, where the desire for a caretaker was made due to increased theft. Current code does not allow watchman or caretaker as a conditional use in C-3 Service Commercial District.

An additional housekeeping amendment related to this language is to provide conformity in the watchman or caretaker language by changing the wording in Sec 27-203. Conditional uses-District I-2 to read "One single-family dwelling unit for watchman or caretaker of facility operating as a permitted use in this district" which replace the prior language of "Single family residential unit for watchman or caretaker of industrial plant." This amended correction provides conformity to the official City Code and is a housekeeping and conformity change.

The Planning Commission recommends approval of the amendment to the official City Code on a 9-0 vote.

See Enclosure 22.

23. Consideration of Ordinance No. 5192 amending Section 27-183 of the official City Code to add watchman dwellings to the list of conditional uses allowed in Zoning District C-3; to amend Section 27-203 to provide consistent language with other sections of code allowing watchman dwellings as conditional uses. **Ordinance No. 5192**

See Enclosure 23.

24. Public hearing to amend Section 27-32 of the official City Code to clarify the appointment of Board of Adjustment members.

Current City Code language does not state who appoints the Board of Adjustment members for their three year term. This redefines the language found in Section 27-32 (a) stating each to appointed for a term of three years by the Mayor with approval of the City Council and removable by cause by the Mayor as appointing authority upon written charges and after public hearings.

The amended correction provides conformity to the official City Code and is a housekeeping and conformity change.

The Planning Commission recommends approval of the amendment to the official City Code on a 9-0 vote.

See Enclosure 24.

25. Consideration of Ordinance No. 5193 amending Section 27-32 of the official City Code to clarify the appointment of Board of Adjustment members. **Ordinance No. 5193**

See Enclosure 25.

26. Public hearing to amend Section 19-3 of the official City Code to delete references to a Department of Planning and Community Development and to instead empower the Fire Division and its zoning official to oversee the administration and implementation of the provisions of Chapter 19; to amend Section 19-5 to reference the current Comprehensive Clan; to amend Section 1 9-19, 19-20 and 19-22 to reference the zoning official rather than the Planning and Community Development Department.

The following changes are made through this amendment:

Current City Code language reflects the "Department of Planning and Community Development" found in Section 19-2. This department no longer exists and this language was used approximately 15-20 years ago. The Fire Division and its zoning official have overseen this part of the code since that time.

This housekeeping amendment deletes the current terminology in 19-3 and places "The Fire Division and its zoning official shall be empowered to oversee the administration and implementation of the provisions of this chapter within the city."

Amendment to Section 19-5 (b) to reference the current Comprehensive Plan be deleting the book titles "Norfolk, Nebraska, A Community Plan, 1983," as prepared by the Madison County Joint Planning Department and replacing it with "the Comprehensive Development Plan for Norfolk, Nebraska" as prepared by RDG Crose Gardner Shukert dated August, 2001 and a book entitled "Norfolk Comprehensive Plan Update Transportation Plan 2030" prepared by the Schemmer Associates and HNTB Corporation dated July, 2006. This amended correction provides conformity to the current comprehensive plans and is a housekeeping and amendment change.

The amendment to Section 19-19, deleting the Planning and Community Development Department and placing "zoning official or his or her designee" in its place. Addition of "or her" and two other "department replacements with "zoning official or his or her designee." Sections 19-20 and 19-22 are to reflect the same language as written in 19-19.

The Planning Commission recommends approval of the amendments to the official City Code on a 9-0 vote.

See Enclosure 26.

27. Consideration of Ordinance No. 5194 amending Section 19-3 of the official City Code to delete references to a Department of Planning and Community Development and to instead empower the Fire Division and its zoning official to oversee the administration and implementation of the provisions of Chapter 19; to amend Section 19-5 to reference the current Comprehensive Plan; to amend Section 19-19, 19-20 and 19-22 to reference the Zoning Official rather than the Planning and Community Development Department. **Ordinance No. 5194**

See Enclosure 27.

28. Public hearing to amend the City of Norfolk's Comprehensive Plan at Michigan Avenue/25th Street and Pasewalk Avenue from commercial to high density residential.

SWAD, LLC is requesting a zone change from I-1 (Light Industrial District) to R-3 (Multiple Family Residential District) at Michigan Avenue/25th Street and Pasewalk Avenue. The City's Comprehensive Plan reflects the area as commercial. A request to amend the Comprehensive Plan from commercial high density residential accompanies the property zone change request.

The Planning Commission recommends denial of the Comprehensive Plan amendment on a 6-2 vote.

See Enclosure 28.

29. Public hearing at the request of SWAD, LLC a Nebraska Limited Liability Company for a zoning change from I-1 (Light Industrial District) to R-3 (Multiple Family Residential District) at Michigan Avenue/25th Street and Pasewalk Avenue.

SWAD LLC is seeking a zone change from I-1 (Light Industrial District) to R-3 (Multiple Family Residential District) at Michigan Avenue/25th Street and Pasewalk Avenue to build an apartment complex. A similar request was made in 2007 but was denied.

Area industry voiced their concerns about traffic and other safety issues near high density residences. They are concerned their parking lots and green areas will be attractive nuisances to children in the area.

The area is surrounded by industry to the east, west and south and commercial to the north.

The request also requires an amendment to the city's Comprehensive Plan.

The Planning Commission recommends denial of the zone change on a 7-1 vote.

See Enclosure 29.

30. Consideration of Ordinance No. 5195 approving the Comprehensive Plan change from commercial to high density residential at Michigan/25th Street and Pasewalk Avenue. **Ordinance No. 5195**

See Enclosure 30.

31. Consideration of Ordinance No. 5196 approving the zone change from I-1 (Light Industrial District) to R-3 (Multiple Family Residential District) at 25th Street/Michigan Avenue and Pasewalk Avenue at the request of SWAD, LLC. **Ordinance No. 5196**

See Enclosure 31.

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 19th day of December, 2011, 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 Councilmembers present: Coy, Lange, Merrill, Clausen, Murren, Brenneman, Fauss, and Saunders. Absent: None.

Staff members present were: City Administrator Shane Weidner, Director of Public Works Dennis Smith, City Attorney Clint Schukei, City Clerk Beth Deck, Finance Officer Randy Gates, Police Chief Bill Mizner, Information Systems Manager Jim McKenzie, Administrative Secretary Bethene Hoff, Prevention Manager Trent Howard, Fire Chief Scott Cordes and Water & Sewer Director Dennis Watts.

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

Councilmember Fauss moved, seconded by Councilmember Saunders to approve the consent agenda as printed. Roll call: Ayes: Councilmembers Coy, Lange, Merrill, Clausen, Murren, Brenneman, Fauss and Saunders. Nays: None. Absent: None. Motion carried.

Councilmember Brenneman moved, seconded by Councilmember Merrill to adopt the full agenda as printed. Roll call: Ayes: Councilmembers Coy, Lange, Merrill, Clausen, Murren, Brenneman, Fauss and Saunders. Nays: None. Absent: None. Motion carried.

Consent Agenda Items Approved

Minutes of the December 5, 2011, City Council meeting

Minutes of the December 12, 2011, City Council Work Session meeting

City of Norfolk Community Housing Rehabilitation Program and Housing Rehabilitation Program Guidelines

Housing Reuse Plan for Recaptured and Program Income Funds for the City of Norfolk

Accept Dedication of street right of way from Peterson Becker Development to connect Pinnacle Drive located in Eldorado Hills 10th Subdivision and Berry Hill 14th Addition

Purchase three replacement police cruisers off of the State of Nebraska contract from Sid Dillon in the amount of $68,505

Cancel the first City Council meeting in January, 2012

Bills in the amount of $2,472,773.13

Special Presentations

City Administrator Shane Weidner gave a Recreation update. Progress continues on construction of the mechanical building and the multi-use Facility.

Public Hearings and Related Actions

Zone change, 332 West Northwestern Ave

A public hearing was held to consider a zoning change from I-1 (Light Industrial District) to C-2 (Central Business District) at 332 West Northwestern Avenue at the request of Pettitt Plumbing and Heating, Inc. Fire Chief Scott Cordes provided information to the Mayor and City Council. Pettitt Plumbing plans to relocate their offices to this location and include a warehouse and retail showroom on the site. Pettitt Plumbing recently purchased Midwest Plumbing across the street and are operating both businesses and need the additional space for operations.

Dale Primrose, Pettitt Plumbing, spoke in favor of the zoning change.

On December 6, 2011, the Norfolk Planning Commission held a public hearing regarding the request from Pettitt Plumbing and Heating, Inc. The City Clerk read the Planning Commission's recommendation for approval into the record.

No one appeared either in favor of or in opposition to the zoning change and the Mayor declared the hearing closed.

Ordinance No. 5190
(zone change, 332 W Northwestern Ave)

Councilmember Coy introduced, seconded by Councilmember Fauss, Ordinance No. 5190 entitled: AN ORDINANCE OF THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA; AMENDING THE ZONING DISTRICT MAP OF THE CITY OF NORFOLK, NEBRASKA; PROVIDING WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND PROVIDING 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.

Roll call: Ayes: Councilmembers Coy, Lange, Merrill, Clausen, Murren, Brenneman, Fauss and Saunders. Nays: None. Absent: None. Motion carried. Ordinance No. 5190 passed on first reading.

Councilmember Brenneman moved, seconded by Councilmember Murren, that the statutory rule requiring reading on three different days be suspended.

Roll call: Ayes: Councilmembers Coy, Lange, Merrill, Clausen, Murren, Brenneman, Fauss and Saunders. Nays: None. Absent: None. Motion carried. The motion to suspend the rules was adopted by three-fourths of the Council and the statutory rule requiring reading on three different days was suspended for consideration of said ordinance.

Thereafter Councilmember Brenneman moved, seconded by Councilmember Murren, that the statutory rules requiring reading on three different days be suspended and for final passage of the ordinance. The Mayor then stated the question "Shall Ordinance No. 5190 be passed and adopted?"

Roll call: Ayes: Councilmembers Coy, Lange, Merrill, Clausen, Murren, Brenneman, Fauss and Saunders. Nays: None. Absent: None. Motion carried. The passage and adoption of said ordinance having been concurred in by a majority of all members of the Council, the Mayor signed and approved the ordinance and the City Clerk attested the passage and adoption of the same and affixed her signature thereto. The Mayor then instructed the City Clerk to publish said Ordinance No. 5190 as required by law.

Economic Development
Citizen Advisory Review Committee

A public hearing was held to receive a report on findings and suggestions from the economic development Citizen Advisory Review Committee (CARC) as required by State Statutes Section 18-2715. Finance Officer Randy Gates provided information to the Mayor and City Council. State Statutes require a Citizen Advisory Review Committee (CARC). The citizens serving on CARC are: Bill Canham, Cindy Morrow, Jim Mangels, Tammy Langan-Young, and Jan Einspahr. The City's Finance Officer serves as an ex officio nonvoting member of CARC. State Statutes require the CARC to meet at least once in every six-month period and to report to the City Council on its findings and suggestions at a public hearing called for that purpose. The CARC met on December 8, 2011 and the CARC's report is included in the agenda packet. As noted in the CARC report, the CARC found that the City's Economic Development Program (EDP) is operating in compliance with the budget and EDP Guidelines and Procedures. The CARC suggests amending the EDP Guidelines and Procedures to:

1. Incorporate the anti-pirating provisions of Statutes into the Guidelines and application for funding.
2. Eliminate the requirement that UCC financing statements be provided as part of the application process.
3. Change 4.1 of EDP, referencing application documents, to give Elkhorn Valley Economic Development Council (EVEDC) staff some flexibility as to what is required.
4. Correction of spelling errors (i.e. pro forma not proforma).

Gates explained the suggested changes will be brought forward for consideration by the City Council at a future date.

No one appeared either in favor of or in opposition to the CARC findings and suggestions and the Mayor declared the hearing closed

Regular Agenda Items

Ordinance No. 5191
($735,000 Combined Utility Revenue Refunding Bonds)

Councilmember Lange introduced, seconded by Councilmember Merrill, Ordinance No. 5191 entitled: AN ORDINANCE AUTHORIZING THE ISSUANCE OF COMBINED UTILITIES REVENUE REFUNDING BONDS, SERIES 2012, OF THE CITY OF NORFOLK, NEBRASKA, IN THE PRINCIPAL AMOUNT OF SEVEN HUNDRED THIRTY-FIVE THOUSAND DOLLARS ($735,000) FOR THE PURPOSE OF PAYING AND REDEEMING ITS COMBINED UTILITIES REVENUE BOND, SERIES 1999; PLEDGING AND HYPOTHECATING THE REVENUES AND EARNINGS OF THE WATERWORKS PLANT AND WATER SYSTEM, SANITARY SEWER PLANT AND SEWER SYSTEM AND SOLID WASTE TRANSFER FACILITIES OWNED BY THE CITY FOR THE PAYMENT OF SAID BONDS; PROVIDING FOR THE ISSUANCE AND SALE OF THE BONDS; AUTHORIZING THE DELIVERY OF THE BONDS TO THE PURCHASER THEREOF; PROVIDING FOR THE DISPOSITION OF THE PROCEEDS OF SAID BONDS AND ORDERING THE ORDINANCE PUBLISHED 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.

Gates stated the interest rates range from .40% to 1.25% on the issue.

Roll call: Ayes: Councilmembers Coy, Lange, Merrill, Clausen, Murren, Brenneman, Fauss and Saunders. Nays: None. Absent: None. Motion carried. Ordinance No. 5191 passed on first reading.

Councilmember Lange moved, seconded by Councilmember Brenneman, that the statutory rule requiring reading on three different days be suspended.

Roll call: Ayes: Councilmembers Coy, Lange, Merrill, Clausen, Murren, Brenneman, Fauss and Saunders. Nays: None. Absent: None. Motion carried. The motion to suspend the rules was adopted by three-fourths of the Council and the statutory rule requiring reading on three different days was suspended for consideration of said ordinance.

Thereafter Councilmember Lange moved, seconded by Councilmember Brenneman, that the statutory rules requiring reading on three different days be suspended and for final passage of the ordinance. The Mayor then stated the question "Shall Ordinance No. 5191 be passed and adopted?"

Roll call: Ayes: Councilmembers Coy, Lange, Merrill, Clausen, Murren, Brenneman, Fauss and Saunders. Nays: None. Absent: None. Motion carried. The passage and adoption of said ordinance having been concurred in by a majority of all members of the Council, the Mayor signed and approved the ordinance and the City Clerk attested the passage and adoption of the same and affixed her signature thereto. The Mayor then instructed the City Clerk to publish said Ordinance No. 5191 as required by law.

Public Comment Period

No comments were received during the public comment period.

Councilmember Fauss moved, seconded by Councilmember Coy to adjourn the meeting at 6:04 p.m. Roll call: Ayes: Councilmembers Coy, Lange, Merrill, Clausen, Murren, 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 Monday, December 19, 2011, 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)

APPLICATION FOR SPECIAL DESIGNATED LICENSE

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/

RETAIL LICENSE HOLDERS ☐

NON PROFIT APPLICANTS ☑ **Non Profit Status (check one that best applies)**
Municipal ☐ **Political** ☐ **Fine Arts** ☐ **Fraternal** ☐ **Religious** ☐ **Charitable** ☑ **Public Service** ☐

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)
(If you're a nonprofit organization leave blank)

3. Licensee name (last, first,), corporate name or limited liability company (LLC) name
(As it reads on your liquor license)

NAME: NWTF Northeast Beards & Spurs Chapeter

ADDRESS: 1216 Taylor

CITY Norfolk **ZIP** 68701

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

BUILDING NAME Norfolk City Auditorium

ADDRESS: 127 N 1st **CITY** Norfolk

ZIP 68701 **COUNTY and COUNTY #** Madison #7

a. Is this location within the city/village limits? YES ☑ NO ☐
b. Is this location within the 150' of church, school, hospital or home for aged/indigent or for veterans their wives? YES ☐ NO ☑
c. Is this location within 300' of any university or college campus? YES ☐ NO ☑

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CITY CLERK'S OFFICE
NORFOLK, NEBRASKA

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

Date 2/9/2012 Hours From 5:00 PM To 11:59 PM	Date Hours From To	Date Hours From To	Date Hours From To	Date Hours From To	Date Hours From To

a. Alternate date: _____

b. Alternate location: _____
(Alternate date or location must be specified in local approval)

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 **IN FEET** 99 x 114
Outdoor area dimensions of area to be covered **IN FEET** _____ x _____
(not square feet or acres)

INCLUDE SKETCH IF OUTDOOR AREA
If outdoor area, how will premises be enclosed?
Fence ☐: type of fence; snow fence ☐ chain link ☐ cattle panel ☐ other _____
Tent ☐
Other ☐ explain _____

8. How many attendees do you expect at event? 500

9. If over 150 attendees. Indicate the steps that will be taken to prevent underage persons from obtaining alcohol beverages. (Attach separate sheet if needed)
Check ID's on everyone those of age will be issued a wristband, we will also have designated drivers and taxi service.
Security staff will be in place.

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. Where will you be purchasing your alcohol? Wholesaler ☐ Retailer ☐ Both ☑ BYO ☐

12. Will there be any games of chance operating during the event? YES ☑ NO ☐
If so, describe activity Raffel Drawings

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.

13. Any other information or requests for exemptions: _____

14. Name and **telephone number/cell phone number** of immediate **supervisor.** This person will be at 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.

Print name of Event Supervisor Michael J Noelle

Signature of Event Supervisor _____

Phone of Event Supervisor: Before 402-640-8924 During 420-640-8924

Consent of Authorized Representative/Applicant

15. 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 _____ PRESIDENT CHAPTER 12/16/2011

Authorized Representative/Applicant | Title | Date

Michael J Noelle

Print Name

This individual must be listed on the application as an officer or stockholder unless a letter has been filed appointing an individual as the catering manager allowing them to sign all SDL applications.

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.

This page is required to be completed by Non Profit applicants only.

Application for Special Designated License
Under Nebraska Liquor Control Act
Affidavit of Non-Profit Status

I HEREBY DECLARE THAT THE CORPORATION MAKING APPLICATION FOR A SPECIAL DESIGNATED LICENSE UNDER THE NEBRASKA LIQUOR CONTROL ACT IS EITHER A MUNICIPAL CORPORATION, A FINE ARTS MUSEUM INCORPORATED AS A NONPROFIT CORPORATION, A RELIGIOUS NONPROFIT CORPORATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, A POLITICAL ORGANIZATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, OR ANY OTHER NONPROFIT CORPORATION, THE PURPOSE OF WHICH IS FRATERNAL, CHARITABLE, OR PUBLIC SERVICE AND WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES AS PER §53-124.11(1).

AS SIGNATORY I CONSENT TO THE RELEASE OF ANY DOCUMENTS SUPPORTING THIS DECLARATION AND ANY DOCUMENTS SUPPORTING THIS DECLARATION WILL BE PROVIDED TO THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY AGENT OF THE LIQUOR CONTROL COMMISSION IMMEDIATELY UPON DEMAND. I ALSO CONSENT TO THE INVESTIGATION OF THIS CORPORATE ENTITY TO DETERMINE IT'S NONPROFIT STATUS.

I AGREE TO WAIVE ANY RIGHTS OR CAUSES OF ACTION AGAINST THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY PARTY RELEASING INFORMATION TO THE AFOREMENTIONED PARTIES.

NWTF Northeast Beards & Spurs Chapter
NAME OF CORPORATION

57-0564993
FEDERAL ID NUMBER

SIGNATURE OF TITLE OF CORPORATE OFFICERS

THE ABOVE INDIVIDUAL STATES THAT THE STATEMENT ABOVE IS TRUE AND CORRECT: IF ANY FALSE STATEMENT IS MADE ON THIS APPLICATION, THE APPLICANT SHALL BE DEEMED GUILTY OF PERJURY AND SUBJECT TO PENALTIES PROVIDED BY LAW. (SEC. §53-131.01) NEBRASKA LIQUOR CONTROL ACT

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS 16th DAY OF December, 2011. by Michael J. Noelle, NWTF Northeast Beards & Spurs Chapter, Chapter President.

NOTARY PUBLIC SIGNATURE & SEAL

GENERAL NOTARY - State of Nebraska
BETHENE A. HOFF
My Comm. Exp. Aug. 31, 2012

Internal Revenue Service

Department of the Treasury

P.O. Box 2508
Cincinnati, OH 45201

Date: June 5. 2002

National Wild Turkey Federation Inc
PO Box 530
Edgefield, SC 29824-0530

Person to Contact:
Grant Herring
31-03110
Toll Free Telephone Number:
8:00 A.M. to 6:30 P.M. EST
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
57-0564993

Dear Sir or Madam:

This is in response to your request for affirmation of your organization's exempt status.

In November 13, 1973, we issued a determination letter that recognized your organization as exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on the information supplied, we recognized the subordinates named on the list your organization submitted as exempt from federal income tax under section 501(c)(3) of the Code Additionally, we have classified the subordinates your organization operates, supervises, or controls, and which are covered by written notification to us, as organizations that are not private foundations because they are organizations of the type described in sections 509(a)(1) and 170(b)(1)(A)(vi) of the Code.

Donors may deduct contributions to your organization's subordinates as provided in section 170 of the Code. Bequests, legacies, devises, transfers or gifts to the subordinates or for their use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Your organization and its subordinates are required to file Form 990, Return of Organization Exempt from Income Tax, only if the gross receipts each year are normally more than $25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of $20 a day, up to a maximum of $10,000, when a return is filed late, unless there is reasonable cause for the delay.

Your organization and its subordinates are not required to file federal income tax returns unless subject to the tax on unrelated business income under section 511 of the Code. If subject to this tax, the organization must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization or its subordinates' present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

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

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Corporate manager, including their spouse, are required to adhere to the following requirements JR

1) **Must be a citizen of the United States**
2) **Must be a Nebraska resident (Chapter 2 – 006) and must provide proof of voter registration in the State of Nebraska**
3) **Must provide a copy of one of the following: state issued US birth certificate, naturalization paper or US passport**
4) **Must submit their fingerprints (2 cards per person) and fees of $38 per person, made payable to the Nebraska State Patrol**
5) **Must be 21 years of age or older**
6) **Applicant may be required to take a training course**

Corporation/LLC Information

Name of Corporation/LLC: Veterans of Foreign Wars Post 1644

Premise Information

Premise License Number: C-12425
(if new application leave blank)

Premise Trade Name/DBA: Veterans of Foreign Wars Post 1644

Premise Street Address: 316 West Braasch Ave

City: Norfolk State: NE Zip Code: 68701

Premise Phone Number: 402-371-2575

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b must sign their name below

Edward B Sadlon Jr

CORPORATE OFFICER/MANAGING MEMBER SIGNATURE
(Faxed signatures are acceptable)

1100020768

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

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Gender: ☒ MALE ☐ FEMALE

Last Name: Gordon First Name: Edward MI: D

Home Address (include PO Box if applicable):

City: County: Zip Code:

Home Phone Number: Business Phone Number:

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

APPLICANT SPOUSE

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM	YEAR TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2008	2011	Kings Lounge	Carter Olson	402 379 0551
2011	2011	Olson Tree	Russ Olson	402 841 5888

1. **READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY. Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.**

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

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( ) YES (X) NO

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

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

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state? ( ) YES (X) NO
IF YES, list the name of the premise.

_____

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business? ( ) YES ( ) NO

4. Have you enclosed the required fingerprint cards and **PROPER FEES** with this application? (Check or money order made payable to the **Nebraska State Patrol for $38.00 per person**)
(X) YES ( ) NO

5. List any alcohol related training and/or experience (when and where).

Tips with Kings Lanes Norfolk NE 2010 w Carter Olson

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CONTROL COMMISSION

PERSONAL OATH AND CONSENT OF INVESTIGATION

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

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

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

Edward B Gordon Jr — Signature of Manager Applicant

Sarah Gordon — Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska
County of Madison The foregoing instrument was acknowledged before me this

12-7-11 (date) by Edward B Gordon Jr + Sarah Gordon (name of person acknowledged)

Terri J Graverholt
Notary Public signature

Affix Seal

GENERAL NOTARY - State of Nebraska
TERRI J. GRAVERHOLT
My Comm. Exp. Aug. 4, 2012

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

City of Norfolk

OFFICE OF THE MAYOR

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

January 18, 2012

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

Dear Jacqueline:

On December 16, 2011, the City of Norfolk received the Manager Application of Edward B. Gordon in connection with the Class C liquor license of Veterans F W 1644, 316 West Braasch Avenue. At the January 17, 2012 meeting, the City Council approved submitting a letter of no recommendation on the manager application.

Sincerely,

CITY OF NORFOLK

Sue Fuchtman
Mayor

Enclosure

cc: Edward Gordon

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: VFW Post 1644 Manager Background Investigation

DATE: December 21, 2011

The Police Division conducted a background investigation on Edward B. Gordon, the manager applicant for Winter-Munson Post 1644, Veterans of Foreign Wars, doing business as VFW Post 1644, located at 316 Braasch Avenue, Norfolk Nebraska. Sarah A. Gordon is listed as the spouse.

Division records indicate several contacts, mostly traffic-related for both subjects. Edward Gordon has two warrant entries; one is for failure to return library material and the second for issuing a bad check. He was the subject of a missing person report in 2010 and was located in Yankton, South Dakota. The most recent contact was in September, 2011, in which he received a citation for leaving the scene of a property damage accident. Sarah Gordon has four contacts, none of which are alcohol-related.

The Nebraska Criminal Justice Information System was checked for both subjects. Edward Gordon has seven traffic citations and two warrants issued. Sarah Gordon has three traffic citations.

The Nebraska Liquor Commission web-site indicated one violation in 1994 for gambling. There were no other violations.

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

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NEBRASKA LIQUOR CONTROL COMMISSION

LR

Corporate manager, including their spouse, are required to adhere to the following requirements

1) **Must be a citizen of the United States**
2) **Must be a Nebraska resident (Chapter 2 – 006) and must provide proof of voter registration in the State of Nebraska**
3) **Must provide a copy of one of the following: state issued US birth certificate, naturalization paper or US passport**
4) **Must submit their fingerprints (2 cards per person) and fees of $38 per person, made payable to the Nebraska State Patrol**
5) **Must be 21 years of age or older**
6) **Applicant may be required to take a training course**

Corporation/LLC information

Name of Corporation/LLC: Norfolk Country Inn LLC

Premise information

Premise License Number: CK-80714
(if new application leave blank)

Premise Trade Name/DBA: DBA Time Square Event Center

Premise Street Address: 1905 Vicki Lane

City: Norfolk State: NE Zip Code: 68701

Premise Phone Number: 402-371-7200

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b must sign their name below

Michael D Perlinger

CORPORATE OFFICER/MANAGING MEMBER SIGNATURE
(Faxed signatures are acceptable)

1100020955

Manager's information must be completed below PLEASE PRINT CLEARLY

Gender: ☒ MALE ☐ FEMALE

Last Name: Jensen First Name: Terry MI: L.

Home Address (include PO Box if applicable):

City: County: Zip Code:

Home Phone Number: Business Phone Number: 402 - 371 - 9400

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

APPLICANT **SPOUSE**

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO

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MANAGER'S LAST TWO EMPLOYERS

YEAR FROM	TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2007	Present	Time Square Event Center		402-371-9400
2007	2008	Golden Living Center	Jenny Hart	402-892-3494

MANAGER AND SPOUSE MUST REVIEW AND ANSWER THE QUESTIONS BELOW

Please print clearly

1. **READ CAREFULLY. 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.

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

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CONTROL COMMISSION

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state? ☐YES ☒NO

IF YES, list the name of the premise.

_____

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business? ☒YES ☐NO

4. Have you enclosed the required fingerprint cards and **PROPER FEES** with this application? (Check or money order made payable to the **Nebraska State Patrol for $38.00 per person**)

☒YES ☐NO

PERSONAL OATH AND CONSENT OF INVESTIGATION

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

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

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

Signature of Manager Applicant

Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska
County of Madison The foregoing instrument was acknowledged before me this

12/8/11 (date) by Terry Jensen (name of person acknowledged)

Notary Public signature

Affix Seal

GENERAL NOTARY - State of Nebraska
JENNIFER JIMMERSON
My Comm. Exp. May 28, 2014

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

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DEC 20 2011
NEBRASKA LIQUOR
CONTROL COMMISSION

City of Norfolk

OFFICE OF THE MAYOR

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

January 18, 2012

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

Dear Jacqueline:

On December 22, 2011, the City of Norfolk received the Manager Application of Terry L. Jensen in connection with the Class CK liquor license of Norfolk Country Inn, LLC, dba Time Square Event Center, 1905 Vicki Lane. At the January 17, 2012 meeting, the City Council approved submitting a letter of no recommendation on the manager application.

Sincerely,

CITY OF NORFOLK

Sue Fuchtman
Mayor

Enclosure

cc: Terry L. Jensen

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: Time Square Event Center Manager Application

DATE: January 3, 2012

The Police Division conducted a background investigation on Terry L. Jensen, the manager applicant for Norfolk Country Inn LLC, doing business as Time Square Event Center, located at 1905 Vicki Lane, Norfolk Nebraska. Jensen resides in Norfolk, Nebraska. Janice R. Jensen is listed as the spouse.

Division records indicate several contacts, none alcohol-related, for both subjects. Terry L. Jensen has three traffic-related contacts, was a theft victim in 1997, was cited for dog at large in 1995, and was arrested for bad check in 1990 and for failure to appear in 1979. Janice R. Jensen has one contact for a parking warning.

The Nebraska Criminal Justice Information System was checked for any criminal, non-criminal or court-related information on both subjects. Terry L. Jensen has information on the 1990 bad check arrest, a 2004 traffic citation, and his operator's license information. Janice R. Jensen has information regarding her operator's license.

The Time Square Event Center operates under Liquor License #80714. The Nebraska Liquor Commission web-site indicated the license has been issued since 2008. There were no violations or suspensions noted in the license history.

The Time Square Event Center is owned by the same company that owns the Norfolk Country Inn, which has liquor license #77850 and operates under a different manager. The Nebraska Liquor Commission web-site indicated a sell-to-minor violation on 12-08-2008. The hearing date was 08-19-2009 and resulted in suspension of the license. No other violations were noted.

AGREEMENT

THIS AGREEMENT is made and entered into this _____day of _____, 2012 by and between the City of Norfolk, Nebraska, a Municipal Corporation of the State of Nebraska, hereinafter referred to as CITY, and Northeast Nebraska Beards and Spurs Chapter of the National Wild Turkey Federation, a Nonprofit Organization, hereinafter referred to as LESSEE. WITNESSETH:

WHEREAS, CITY is the owner of an auditorium addressed as 127 North First Street, Norfolk, Nebraska, and

WHEREAS, LESSEE desires to rent CITY's auditorium for its fund raising banquet and Hunting Heritage Auction on February 4, 2012; and

WHEREAS, LESSEE desires to have available for sale and consumption at said fund raising banquet and Hunting Heritage Auction beer, wine and distilled spirits; and

WHEREAS, Section 3-11 of CITY's Official Code prohibits any person from consuming alcoholic liquors on property owned by the state or any governmental subdivision thereof unless authorized by the governing body having jurisdiction over the same.

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

1. CITY hereby leases to LESSEE and LESSEE hereby rents from CITY the Norfolk City Auditorium located at 127 North First Street, Norfolk, Nebraska.

2. The term of this lease shall be from 8:00 a.m. on February 4, 2012 to 1:00 a.m. on February 5, 2012, for the rental charge of Seven Hundred Dollars ($700.00) in addition to all assessed costs following the event or term of this lease. Said rent and assessments shall be paid within thirty (30) days of billing by CITY. Assessed costs shall include the following:

a) Set-up and take-down times reserved.
b) Balcony.
c) Use of tables and chairs.
d) Electrical outlets.
e) Use of stage.
f) Use of stage equipment (stereo, microphone, etc.).
g) Other as needed for the event or term of lease.
h) Usual and customary clean-up.

3. CITY reserves the right to cancel any or all events at any time for cause or within 30 days of any scheduled event regardless of cause upon giving verbal or written notice to LESSEE.

4. In addition to the rental amount as set forth in Paragraph 2, LESSEE shall deposit with CITY the equivalent of the rental charge as a security deposit for the use of the leased premises. Said security deposit shall be retained by CITY and not refunded if a minimum of two (2) weeks' notice of cancellation is not provided.

5. LESSEE agrees to surrender the leased premises at the expiration of this lease in an undamaged condition.

6. In the event it is necessary for excessive clean-up of the leased premises or to repair damage done by LESSEE or its guests, the costs of such cleaning and/or repair shall be charged against the security deposit of LESSEE.

7. LESSEE acknowledges that it accepts the premises for lease in its present condition.

8. LESSEE shall provide CITY with 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, LESSEE shall name CITY as an additional insured. The policy issued shall cover all activities sponsored by LESSEE for the event and shall include liquor liability coverage. In the event the certificate of insurance is not filed, then this Agreement shall be voidable at the option of CITY's operations' manager.

9. LESSEE agrees to indemnify, defend and save harmless CITY or its representatives, agents, or employees from and against all claims, demands, suits, actions, loss, claim of loss, payments or judgments arising from any negligent act, or omission, of LESSEE or its representatives, agents, volunteers, or employees during performance of this Agreement or use of CITY's premises for its banquet.

10. Pursuant to Section 14-238 of CITY's Official Code, permission of CITY's Council is hereby granted to LESSEE to exhibit or display firearms or explosive devices on the premises being leased hereunder during the term of this Agreement.

11. LESSEE agrees that any raffles on the premises shall be conducted in full compliance with the applicable Nebraska Statutes.

12. LESSEE shall be responsible for compliance with CITY's no smoking policy set forth in Section 2-51(b)(3) of CITY's Official Code.

13. By approval of this Lease, CITY's governing body gives the authorization required by Section 3-11 of CITY's Official Code to LESSEE to have beer, wine and distilled spirits at LESSEE's fund raising banquet and Hunting Heritage Auction on February 4, 2012 subject to LESSEE's applying for and obtaining the necessary liquor license.

14. The consumption of alcohol on the leased premises shall be had in strict compliance with the representations made on LESSEE's liquor license application and pursuant to the terms of any liquor license that is to be obtained by LESSEE.

15. LESSEE agrees that it either has or will secure any necessary licenses required for the performance of copyrighted music at the activities being conducted by LESSEE and expressly agrees to hold CITY harmless and indemnify CITY from any cost or liability that may result to CITY as a result of the activities sponsored by LESSEE being held on property owned by CITY.

16. LESSEE agrees to provide adequate security guards for crowd control for its event.

17. LESSEE agrees to notify Alco of its event with regard to parking.

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:

_____
Elizabeth A. Deck, City Clerk

By_____
Sue Fuchtman, Mayor

Approved as to Form: _____
Clint Schukei, City Attorney

NORTHEAST NEBRASKA BEARDS AND SPURS CHAPTER OF THE NATIONAL WILD TURKEY FEDERATION, A Nonprofit Organization

By_____
_____, President

By_____
Its

RESOLUTION NO. 2012 -_1__

WHEREAS, the City of Norfolk and State of Nebraska Department of Roads are desirous of improving a portion of Highway N-35 located within the designated urban area of Norfolk, Nebraska which has been designated by the Nebraska Department of Roads as Project No. DPS-35-3(105), and

WHEREAS, it is the desire of the City and State to construct a 4-lane divided roadway on Highway 35 from the junction of Highways 35, 24 and 275 extending approximately one mile north ending just south of Highway 35 and Norfolk Avenue intersection in Norfolk, and

WHEREAS, the Nebraska Department of Roads has prepared Supplemental Agreement No. 2 between the City of Norfolk and the Nebraska Department of Roads which provides for additional obligations to the original agreement dated January 5, 2004 and supplemental agreement dated September 6, 2005.

WHEREAS, the City's 20% share of the project cost is currently estimated at $616,736 with the current total estimated project cost within the corporate limits at $3,083,678.00.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Norfolk, Nebraska hereby approves and authorizes the Mayor to sign Supplemental Agreement No. 2 between the City of Norfolk and the Nebraska Department of Roads for Project No. DPS-35-3(105).

PASSED AND APPROVED this _____day of _____, 20___.

_____
Mayor

ATTEST

_____
City Clerk

Approved as to form: _____
City Attorney

SUPPLEMENTAL AGREEMENT NO. 2

PROJECT NO. DPS -35-3(105)
STATE CONTROL NO. 31442
CITY OF NORFOLK
STATE OF NEBRASKA, DEPARTMENT OF ROADS
IMPROVING HIGHWAY N-35 IN NORFOLK

THIS SUPPLEMENTAL AGREEMENT, entered into between the City of Norfolk, Nebraska, hereinafter referred to as the "City", and the State of Nebraska, Department of Roads, hereinafter referred to as the "State", and hereinafter collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the City and State entered into an agreement (XL0406), executed by the City on January 5, 2004, and by the State on January 12, 2004, hereinafter referred to as the "Original Agreement", and Supplemental Agreement No. 1 executed by the City on September 6, 2005, and by the State on September 22, 2005, providing for the improvement of Nebraska Highway 35 (N-35) in Norfolk, and

WHEREAS, it now becomes necessary that the agreement be supplemented to provide for the City to maintain Frontage Roads "A" and "B", as shown on Exhibit "G", attached hereto, and hereby made a part of this agreement, and to update the City's estimated 20 percent cost share of the project costs located within the City's corporate limits, hereinafter referred to as "City Cost Share", how the final City Cost Share will be computed, and when the City Cost Share shall become due, and

WHEREAS, it is the further desire of the City that construction of said frontage roads and the updated estimated City Cost Share be included in a project under the designation of DPS-35-3(105), as evidenced by the Resolution of the City Council dated the _____ day of _____, 20__, attached hereto, identified as Exhibit "H", and hereby made a part of this agreement.

NOW THEREFORE, in consideration of these facts, the State and City agree as follows:

SECTION 1. Upon completion of the project, the City agrees to operate and maintain Frontage Road "A" and Frontage Road "B", as shown on the attached Exhibit "G".

SECTION 2. Updated City Cost Share information follows:

(a) City Cost Share: The City Cost share will be 20 percent of the preliminary engineering, right-of-way, utility, construction and construction engineering costs for the portion of the project that is located within the City's corporate

limits that existed at the time the Original Agreement was executed. The corporate limits as shown in the Original Agreement began one-quarter mile north of US Highway 275 (R.P. 0+38, Sta. 130+19.13), and from which point the City Cost Share extends north for 2,530.87 feet where construction of the project ends about 250 feet south of the N-35/Norfolk Avenue/Victory Road intersection (R.P. 0+64, Sta. 155+50.00), as shown on the attached Exhibit 'G'.

(b) Project Costs: The total project cost within the City's corporate limits is currently estimated to be $3,083,678, and the City Cost Share is currently estimated to be $616,736. Both parties recognize this is a preliminary estimate and the final cost may well be higher or lower. Costs incurred by the State with respect to the entire project shall be considered as a part of the total cost of the project to be paid out of City and State/Federal funds.

(c) Invoicing the City: The State may, at its discretion, invoice the City for the City's share of preliminary engineering, right-of-way and utility costs incurred by the State prior to letting and during the progression of the construction of the project. The City's cost share for preliminary engineering, right-of-way, and utility costs is currently estimated to be $172,144. Upon award of the construction contract the State will invoice the City for approximately one month's advance of the City's share of the project's construction and construction engineering costs. Based upon the City's current estimated cost share for construction and construction engineering costs of $444,592 and the estimated construction period of 8 months, this amount is currently estimated to be $55,574. The State will invoice the City thereafter in the amount of the City's share of the contractor's progress estimates and monthly construction engineering costs incurred by the State. The City agrees to pay the State within 30 days after receipt of each invoice from the State.

(d) Federal STP Funds: The City further agrees to use local funds and will not use or relinquish Federal STP Funds for the City Cost Share.

(e) Final Billing and Audit: The final billing will be based on actual quantities and costs. After the construction work has been completed and all costs accumulated, the final settlement between the Parties will be made by the State following determination of final costs by final audits. The State will

prepare and submit a final statement to the City showing either a refund due to the City or a final bill due from the City. The State agrees to refund the City within thirty days after the final statement has been submitted.

(f) Breakdown of Final City Cost Share: The final City Cost Share shall be determined in accordance to the terms and conditions set forth as follows:

(1) Preliminary Engineering (PE): The State will determine the City's PE cost share by dividing the project's total PE cost by the project's total construction cost and then multiplying the resulting percentage times the City's construction cost share. The City's share of PE costs is currently estimated to be $32,868.

(2) Right-of-Way (ROW): The City's ROW cost share will be determined by the State by totaling the ROW costs located within in City's corporate limits that are necessary to construct the project, and then multiplying the resultant total by 20 percent. The City's share of ROW costs has been determined to be $40,432.

(3) Utility: The City's utility cost share will be determined by the State by totaling the project's eligible utility costs located within the City's corporate limits, and then multiplying the resultant total by 20 percent. The City's share of Utility costs is currently estimated to be $98,844.

(4) Construction: The City's share of the construction costs shall be determined by the State from bid prices and plan quantities, and any construction credits or additional charges due, located within the City's corporate limits and then multiplying the resultant total by 20 percent. Construction credits or additional charges due will be made via change orders, changed quantities and plan revisions, hereinafter collectively referred to as a "Change". The State will have sole authority to allow any Change required for construction of this project. When a Change is ordered or approved by the State, the City's share of the cost shall be adjusted in an amount equal to the City's cost share percentage of the additional costs or savings that result from said Change. Prior to the issuing of a Change, the State will notify the City of any

change in participation. The City's share of construction costs is currently estimated to be $405,592.

(5) Construction Engineering (CE): The State will determine the City's CE cost share by dividing the project's total CE cost by the project's total construction cost and then multiplying the resulting percentage times the City's construction cost share. The City's share of CE costs is currently estimated to be $39,000.

SECTION 3. Except as specifically amended by this Supplemental Agreement, all terms and conditions of the Original Agreement and Supplemental Agreement No. 1, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the City this _____ day of _____, 20__.

ATTEST:

CITY OF NORFOLK

_____
City Clerk

_____
Mayor

EXECUTED by the State this _____ day of _____, 20__.

STATE OF NEBRASKA
DEPARTMENT OF ROADS
James J. Knott, PE

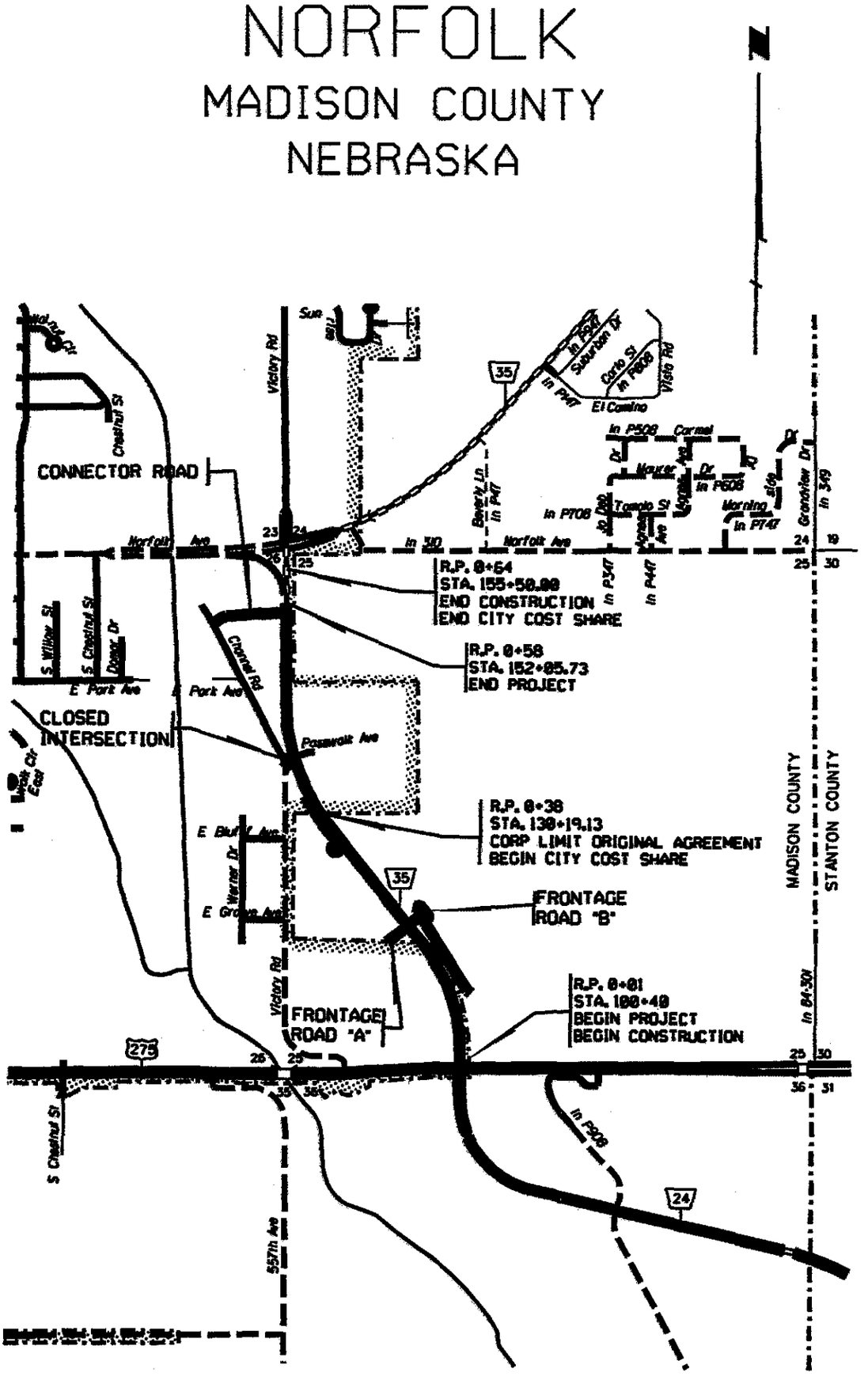
_____
Roadway Design Engineer

RECOMMENDED:
Kevin Domogalla, P.E.

_____
District 3 Engineer

AGRC13-DC

NORFOLK
MADISON COUNTY
NEBRASKA



35-3(105)
C.N. 31442

EXHIBIT "G"

RESOLUTION NO. 2012 - 2

CONSTRUCTION ENGINEERING SERVICES AGREEMENT

CITY OF NORFOLK

WHEREAS, the City of Norfolk and the State of Nebraska Department of Roads are desirous of improving 25th Street from U.S. Highway 275 to Benjamin Avenue located within the City of Norfolk, which has been designated by the Nebraska Department of Roads as Project No. URB-6001(1), and

WHEREAS, the City has completed the process of completing plans, special provisions, and standard specifications for the letting and construction of a federal-aid transportation related project, and

WHEREAS, the City has selected the Consultant, Olsson Associates, Inc., from a pool of on-call consultants to provide construction engineering services for the designated project, and

WHEREAS, the City of Norfolk understands that it must continue to strictly follow all Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of this Federal-aid project; and

WHEREAS, the City of Norfolk and Olsson Associates, Inc. wish to enter into a Task Order Agreement for construction engineering services setting out duties and obligations of all parties for the designated Federal-aid project.

BE IT RESOLVED, by the City Council of the City of Norfolk, Nebraska that:

Sue Fuchtman, Mayor of the City of Norfolk is hereby authorized to sign the attached Task Order Agreement between the City of Norfolk and Olsson Associates, Inc.

NDOR Project Number: URB-6001(1)

NDOR Control Number: 31875

NDOR Project Description: 25th Street, US-275 to Benjamin

PASSED AND APPROVED this _____day of _____, 20___.

ATTEST:

_____ _____

City Clerk Mayor

Approved as to form: _____

City Attorney

Councilman _____ moved the adoption of Resolution 2012-____.

Councilman _____ seconded the motion.

DATED this _____day of _____, 2012.

Roll Call: Ayes: Nayes: Absent:

TASK ORDER AGREEMENT

CITY OF NORFOLK
OLSSON ASSOCIATES, INC.
PROJECT NO. URB-6001(1)
CONTROL NO. 31875
25TH STREET, US-275 - BENJAMIN

THIS AGREEMENT, made and entered into by and between the City of Norfolk, Nebraska, hereinafter referred to as the Local Public Agency or LPA, and Olsson Associates, Inc., hereinafter referred to as the "Consultant

WITNESSETH:

WHEREAS, LPA has completed or is in the process of completing plans, special provisions, and standard specifications for the letting and construction of a federal-aid transportation related project, and

WHEREAS, LPA's federal-aid project is designated as Project No. URB-6001(1), and

WHEREAS, LPA has selected Consultant from a pool of on-call consultants to furnish the project construction engineering services (hereinafter the "Services") identified in this agreement, and

WHEREAS, solely for convenience, consistency and in an attempt to obtain federal funding for the consultant services, the parties intend that this Task Order Agreement, herein after referred to as Task Order, include some of the provisions of a March, 2010 Master Agreement for on-call construction engineering services between Consultant and the State of Nebraska, Department of Roads, and

WHEREAS, LPA and Consultant wish to enter into this Task Order to specify the duties and obligations of the parties for the Services described herein, and

WHEREAS, the Consultant and LPA intend that the Services provided by Consultant comply with all applicable federal-aid transportation related program requirements, so that LPA's project will be fully eligible for federal reimbursement, and

WHEREAS, the LPA and Consultant intend that this Task Order be completed in accordance with the terms and conditions of the Nebraska LPA Guidelines Manual for Federal Aid Projects; hereinafter referred to as LPA Manual; the LPA Manual is a document approved by the Federal Highway Administration (FHWA) that sets out the requirements for local federal-aid projects to be eligible for federal reimbursement; the LPA Manual can be found in its entirety at the following web address: http://www.dor.state.ne.us/gov-aff/lpa/lpa-guidelines.pdf, and

WHEREAS, Consultants primary contact person for LPA will be LPA's representative, who has been designated as being in responsible charge of the project, and who is referred to herein as RC or Responsible Charge.

NOW THEREFORE, in consideration of these facts, the parties hereto agree as follows:

SECTION 1. DEFINITIONS

The definitions set out on the attached Exhibit "D" are hereby incorporated by reference into this Task Order as if fully set out herein.

SECTION 2. NOTICE TO PROCEED AND COMPLETION

The LPA will issue Consultant a written Notice-to-Proceed when LPA determines that federal funding approval has been obtained for the project, and upon State concurrence that the form of this Task Order is acceptable for federal funding eligibility. Any work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed is not eligible for reimbursement.

The Consultant shall complete all work under this Task Order within 45 calendar days after the date of final acceptance of the project construction by the LPA. Any costs incurred by Consultant after the completion deadline are not eligible for federal funding reimbursement unless the Consultant has received an extension of time in writing from LPA and the LPA has federal funding approval for the extension of time.

SECTION 3. SCOPE OF SERVICES

LPA and Consultant understand that the Services provided by Consultant must be completed in accordance with all federal-aid reimbursement requirements and conditions. LPA and Consultant agree that the Scope of Services for this Task Order will be in two parts. Part one of the Scope of Services is contained within the General Statement set out below. Part two of the Scope of Services is set out on the document attached hereto as Exhibit "E", entitled Scope of Services and Fee Proposal, which is hereby fully incorporated herein and made a part hereof by this reference. Exhibit "E" is the result of the following process:

(1) LPA provided Consultant with a document describing the detailed proposed Scope of Services for this project

(2) Consultant made necessary and appropriate proposed additions, deletions, and revisions to LPA's detailed Scope of Services document

(3) LPA and Consultant together reviewed the proposed Scope of Services, the proposed revisions and negotiated the final detailed Scope of Services and Fee Proposal document, which is attached as Exhibit "E".

(4) On all construction projects, the Consultant shall develop an Environmental Compliance Checklist to track and record oversight of the environmental commitments. The Consultant shall develop a Project Commitment Checklist to track and record oversight of project specific commitments involving right of way, railroad, access, special provisions, etc. These checklists shall ve developed by and maintained by the Consultant.

Consultant and LPA have agreed that Exhibit "E" sets out the Services reasonably necessary and the costs reasonably estimated for Consultant Services to adequately observe, monitor, inspect, measure, manage, document and report so that LPA's project is constructed by the contractor in compliance with the Construction Contract Documents (definition below), the Manuals (definition below), State and Federal law, rule or regulation and policy. The Consultant agrees to provide the services listed on Exhibit "E" for Project No. URB-6001(1), Control No. 31875, in Madison County, Nebraska.

General Statement: The Consultant services generally include, but are not limited to, project management, construction engineering, pre-construction staking, traffic control plans, conducting the preconstruction conference, staking and inspection and materials sampling and testing during project construction, monitoring environmental commitments, preparing as-built plans, progress computations, final computations, preparing contractor change orders, and work orders, and the necessary communication to insure project eligibility.

The Consultant shall review and have a working knowledge of the project plans, special provisions, standard specifications (the Standard Specifications for Highway Construction of NDOR (Current Edition), change orders and all other project related contract documents for the construction of LPA's Federal-Aid project. The project plans, special provisions, standard specifications, and other contract documents are hereby incorporated by reference into this agreement, as if they were fully set forth herein, and collectively, may be referred to as the Construction Contract Documents. Consultant shall assume the duties of "Inspector", (also referred to in the NDOR Construction Manual as "Construction Technician"); "Project Manager;" and also "Engineer" (unless the context of use of the term "Engineer" would otherwise require), as those terms are defined and duties set out in the Standard Specifications for Highway Construction (2007 Edition). Consultant shall assume that it is responsible for all duties of the "Engineer" unless notified otherwise by RC on behalf of LPA.

Additionally, Consultant shall review and have a working knowledge of the following authoritative guides and manuals related to highway construction, materials and federal aid reimbursement:

(1) NDOR Construction Manual - Current Edition

(2) Materials Sampling Guide

(3) Standard Methods of Tests – 2006

(4) The LPA Manual

(5) The Manual on Uniform Traffic Control Devices

These documents are hereby incorporated herein by reference as if fully set forth, and these documents, collectively, may be referred to as the Manuals. Unless required otherwise by the Construction Contract Documents, Consultant shall be responsible for timely completion of all applicable checklists, tests, samples, duties, requirements and provisions of the Manuals. The Manuals will be used to determine what, when, how, the sequence, and other details of the work that must be provided by Consultant, whenever Consultant's duties in these respects are not clearly set out in the Construction Contract Documents. Consultant shall employ a sufficient number of qualified employees on the project to adequately observe, monitor, inspect, measure, manage, document, report and carry out the other duties of this agreement, so that the project is constructed by the contractor in compliance with the Construction Contract Documents, the Manuals, State and Federal law, rule or regulation and policy. Consultant shall fulfill all contract duties of inspection, project management and construction engineering for the project in a timely manner and shall communicate regularly about the progress of the construction with the LPA, through the RC, and, when appropriate for federal funding or eligibility issues, the State representative.

The Consultant shall be present at the project site when appropriate for each applicable phase of construction to inspect, observe, monitor, measure, manage, document and report on the progress of the work or as otherwise specifically agreed to by the LPA.

The parties understand that the Consultant is not responsible for the Contractor's means and methods of construction. To the extent the Construction Contract Documents and the Manuals specify sequencing of work, equipment requirements, or other construction methods, the Consultant shall keep the Owner's RC informed about the progress and quality of the portion of the work and shall advise the RC about observed or measured deficiencies in the work.

SECTION 4. FEES AND PAYMENTS

The general provisions concerning payment under this Task Order are set out on the attached Exhibit "F". The following provisions also apply:

A. For performance of the professional Services listed on the attached Scope of Services and Fee Proposal for the project covered by this Task Order, the Consultant will be compensated for actual work performed up to a maximum of $513,147.30. The Consultant's compensation shall not exceed the maximum without prior written approval of the LPA. For the labor work, the Consultant shall be compensated for acceptable costs in accordance with paragraph "D" of the attached Exhibit "F". Compensation for direct non-salary costs will be in accordance with paragraph "E" of the attached Exhibit "F". Progress and final payments will be based on receipted invoices or certified billings and compensation will be in accordance with 48 CFR 31.

B. Occasionally, the conditions of this Task Order may change. This may be due to a change in scope which may require an adjustment of costs. In order to justify the need to modify this contract, the LPA must first determine that the situation meets the following criteria:

- That the additional work is beyond the scope of services initially negotiated with Consultant; and
- That the proposed Services are within the scope of the Request for Proposal under which Consultant was selected and contract entered into; and
- That it is in the best interest of the LPA that the services be performed under this Task Order.

Once the need for a modification has been established, a Consultant Work Order will be prepared. The Consultant Work Order has been established to provide for costs to be incurred for additional work prior to execution of a supplemental agreement. The LPA shall use the process set out below:

- Consultant Work Order – DR Form 250, Exhibit "G" attached hereto and hereby made a part of this agreement, shall be used to describe and provide necessary justification for the modification of the scope of services, the deliverables, the schedule, and to document the estimated total additional fee. The Work Order must be executed to provide authorization

for the additional work and to specify when that work may begin. The Task Order will be supplemented after one or more Work Orders have been authorized and approved for funding. See Chapter 4 of the LPA Manual for the process to supplement the Task Order.

Services beyond the negotiated scope of services or fee proposal performed prior to the notice to proceed date will not be eligible for payment or for reimbursement with Federal funds.

SECTION 5. CONSULTANT TEAM MEMBERS

The Consultant has furnished a document containing a complete list of all Consultant's personnel who could possibly be involved in providing the Services required by this Task Order, along with each person's work classification and established hourly pay or labor rate. Also noted on this document are the names of the key personnel previously identified in a separate agreement between Consultant and the State of Nebraska. A true and correct copy of this document is attached hereto as EXHIBIT "B," and is incorporated into this Task Order by this reference. The labor rates set out on Exhibit "B" shall be used for payment in this Task Order. The labor rates invoiced by the consultant will be verified through the audit process. Consultant may make changes to the list of non-key personnel so long as any employee added to the list is qualified to perform the intended work.

The Consultant has also provided LPA with a document that identifies the employees from Exhibit "B" who LPA and Consultant agree will be part of the primary team for this project. The primary team is expected to be directly responsible for providing the field services for the work under this Task Order. This document shall specify the role that will be assigned to each member of the primary team. This document is attached hereto as EXHIBIT "H" and is incorporated herein by this reference. The primary team will include at least one person identified as a key person on Exhibit "B". During construction, the Consultant may make occasional temporary changes to the primary team. However, any permanent change to the primary team will require prior written approval from the LPA.

SECTION 6. GENERAL REQUIREMENTS:

A. The Consultant shall advise the LPA when it appears any Disadvantaged Business Enterprise (DBE) working on the project is in need of assistance.

B. The Consultant shall make every effort to assist the Contractor or any Subcontractor in interpreting Project Plans, Special Provisions, Standard Specifications, other Construction Contract Documents, or the Manuals.

C. The Consultant will be present at the project site or at LPA's Offices beginning on the date specified in the LPA's notice to proceed to the contractor, unless project work has not begun at the site; or, with at least 24 hours notice, at any prior date (1) when contract work begins or when materials are delivered to the project that need to be tested, sampled or inspected to verify conformance to the requirements of the Construction Contract Documents, or (2) when requested by LPA.

D. The performance of all work under this agreement will be subject to the review and approval by the LPA, with the right of review by the State or the FHWA.

E. All reports of field tests performed by the Consultant will be submitted weekly to the LPA (one copy) and the State Representative (two copies). Consultant will take appropriate action to reject or remedy the work or materials that do not conform with the contract documents.

F. The Consultant shall comply with all Federal, State and local laws, rules or regulations, policies or procedures, and ordinances applicable to the work contemplated in this Task Order.

G. Project time delays attributed solely to the Contractor or LPA, will constitute a basis for a request for an equivalent extension of time for the Consultant. The parties understand that federal reimbursement of extra compensation must be approved in advance as described in the Fees and Payments Section of this Task Order.

H. The sampling and testing type, method and frequency must be completed by Consultant according to the current State of Nebraska Manuals, including the Materials Sampling Guide and the State Standard Methods of Tests (www.dor.state.ne.us), and the Construction Contract Documents, or as directed by LPA. For sampling or testing issues or situations that are not covered in the Construction Contract Documents or the Manuals, Consultant shall notify LPA, provide its advice and request that LPA decide what testing type, method or frequency should be applied for this project. Any test methods or procedures that are proposed to be used and are not covered by NDOR procedures must receive prior concurrence for use from NDOR and FHWA.

SECTION 7. OWNERSHIP OF DOCUMENTS:

The diaries, reports, field books, shop drawings, surveys, plans, specifications, maps, computations, charts, and electronic project data and all other project documents prepared or obtained by Consultant under the Task Order are the property of the LPA. The Consultant shall deliver these documents to the LPA at the conclusion of the project for inclusion in the LPA's

federal-aid project file. After the project is completed, if requested by Consultant, Consultant will be provided access to LPA's federal-aid project file.

State acknowledges that such data may not be appropriate for use on an extension of the work covered by this agreement or on other projects. Any use of the data for any purpose other than that for which it was intended without the opportunity for Consultant to review the data and modify it if necessary for the intended purpose will be at the State's sole risk and without legal exposure or liability to Consultant.

Further, Consultants' time sheets and payroll documents shall be kept in Consultants' files for at least three years after the project acceptance by FHWA.

SECTION 8. PROFESSIONAL PERFORMANCE

The Consultant understands that the LPA will rely on the professional training, experience, performance and ability of the Consultant. Examination by the LPA, State, or FHWA, or acceptance or use of, or acquiescence in the Consultant's work product, will not be considered to be a full and comprehensive examination and will not be considered approval of the Consultant's work product which would relieve the Consultant from liability or expense that would be connected with the Consultant's sole responsibility for the propriety and integrity of the professional work to be accomplished by the Consultant pursuant to this Task Order. The Consultant further understands that acceptance or approval of any of the work of the Consultant by the LPA or concurrence by the State/FHWA or of payment, partial or final, will not constitute a waiver of any rights of the LPA to recover from the Consultant, damages that are caused by the Consultant due to error, omission, or negligence of the Consultant in its work. That further, if due to error, omission, or negligence of the Consultant, the work product of the Consultant is found to be in error or there are omissions therein revealed during or after the construction of the project and revision, reconsideration or reworking of the Consultant's work product is necessary, the Consultant shall make such revisions without expense to the LPA. The Consultant shall respond to the notice of any errors, omissions or negligence within 24 hours and give immediate attention to necessary corrections. If the Consultant discovers errors in its work, it shall notify the LPA of the errors within 24 hours. Failure of the Consultant to notify the LPA will constitute a breach of this Task Order.

SECTION 9. CHANGE OF PLAN, ABANDONMENT, SUSPENSION AND TERMINATION:

The LPA has the absolute right to abandon, suspend or terminate the Task Order or to change the general scope of work at any time and such action on its part will in no event be deemed a breach of this Agreement. The LPA will give the Consultant seven days written notice of such change of plan, abandonment, suspension, or termination. Any necessary change in Scope of Services shall follow the Consultant Work Order Process outlined in the Fee and Payment Section above.

If the LPA abandons the work, subtracts from the work, suspends the work or terminates the work as presently outlined, the Consultant shall be compensated in accordance with the provisions of 48 CFR 31, provided however, that in case of suspension, abandonment, or termination for breach of this Task Order, the LPA will have the power to suspend payments, pending the Consultant's compliance with the provisions of this Task Order. Payment to Consultant will be prorated based on the percentage of work completed by the Consultant prior to abandonment or termination compared to the total amount of work contemplated by this Task Order.

The ownership of all of Consultant's project documents completed or partially completed at the time of such termination or abandonment will be the property of the LPA. The Consultant shall immediately deliver all documents to the LPA. All reports, records, results and working papers arising from the work of the Consultant will be the property of the LPA. The Consultant shall not release or make use of same for any purpose whatever without the specific written permission of the LPA. The Consultant will be compensated for any leased or rented equipment required on the project for the remaining time of a lease or rental contract up to a maximum time of thirty days from the date of written suspension or termination, less any credit the Consultant receives from the lessor, provided that the Consultant cannot utilize the equipment on another project.

SECTION 10. SECTIONS INCORPORATED BY REFERENCE:

For the convenience of the parties, for consistency for funding review, and in an effort to reduce the length of this agreement, LPA and Consultant agree to be bound by and hereby incorporate by this reference as if fully set forth herein, Sections 5, 6, 10 through 13 and 15 through 22 of the Master Agreement for on-call construction engineering services for LPA projects between the Nebraska Department of Roads and Consultant, dated March, 2010, with one recurring change:

The name of LPA should be substituted in for any reference in that agreement to State, State of Nebraska, Director or the Nebraska Department of Roads, unless the context would otherwise require. The LPA and Consultant agree to meet the requirements of all incorporated provisions and represent that by signing this Task Order, they expressly certify to any required certifications contained in those provisions. Although some of the provisions of the Master Agreement are incorporated herein by reference, it is understood that the Nebraska Department of Roads is not a party to this Task Order and shall have no obligations or duties under this agreement.

SECTION 11. RESPONSIBILITY FOR CLAIMS AND LIABILITY (INSURANCE)

The Consultant agrees to save harmless the LPA and State/FHWA from all claims and liability due to the error, omission or negligence of the Consultant or those of the Consultant's agents or employees in the performance of work under this agreement. In this connection, the Consultant shall for the life of this agreement, carry insurance as outlined in Exhibit "C" to this Task Order, the requirements of which are hereby made a part of this agreement.

SECTION 12. LPA CERTIFICATION

By signing this agreement, I, Sue Fuchtman, do hereby certify that, to the best of my knowledge, the Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

(a) employ or retain, or agree to employ or retain, any firm or person, or

(b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this agreement involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

SECTION 13. ALL ENCOMPASSED

This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than contained herein, and this agreement supersedes all previous communications, representations, or other agreements or contracts between LPA and Consultant, either oral or written hereto.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

STATE OF NEBRASKA)
)ss.
LANCASTER COUNTY)

After being duly sworn on oath, I do hereby state that I am authorized to sign this Task Order for the firm.

EXECUTED by the Consultant on _____, 2012.

OLSSON ASSOCIATES, INC.
Brad Strittmatter

_____
President

Subscribed and sworn to before me this _____ day of _____, 2012.

_____
Notary Public

EXECUTED by the LPA on _____, 2012.

CITY OF NORFOLK
Sue Fuchtman

_____
Mayor

Subscribed and sworn to before me this _____ day of _____, 2012.

_____
Clerk

STATE OF NEBRASKA
DEPARTMENT OF ROADS
Form of Agreement Approved for
Federal Funding Eligibility:

_____

_____
Date

PR - Principal	Authority to execute contracts on behalf of firm. Responsible for corporate level, firm wide or branch office level policy implentation, business plan development and implementation, Vice-President or higher, lead firm resource for conflict/problem resolution, Licensed Professional Engineer in Nebraska
PM - Project Manager	Demonstrated competency in performing complex engineering design and senior construction inspector tasks. Manages activities of engineering design team / on-site construction inspection staff, including engineers & technicians. Manages Quality Assurance requirements on one or more design/construction engineering projects. Provides primary communication with client on status of details of design/construction project. Resource for conflict/problem resolution. BS in engineering, construction management or related field.
PE - Professional Engineer	Competent in complex transportation engineering design tasks and construction inspector tasks, oversees the activities of design/field team of technicians and inspectors. Prepares/oversees preparation design/field engineering reports. Resource for conflict/problem resolution. Possesses bachelor's degree in Engineering. Licensed Professional Engineer in Nebraska
EI - Engineer Intern	Competent in basic transportation engineering design tasks and construction inspector tasks. Performs the activities of design/field technicians and inspectors. Prepares design/field engineering reports. Possesses bachelors degree in Engineering and completion of Fundamentals of Engineering (FE) Examination
CAD Tech - CAD Designer/Technician	Performs basic transportation engineering design tasks and preparing detailed construction plans for transportation design projects. Assists with preparation of design engineering reports. Possesses high school diploma or equivalent.
Drafter	Prepares detailed construction plans for transportation design projects. Prepares project displays for public information on transportation projects. Possesses high school diploma or equivalent.
C - Clerical	Prepares project correspondance, invoicing, scheduling coordination. Maintains document filing systems for transportation projects. Possesses high school diploma or equivalent.
Survery Crew Chief	Directs work of a survey team, and competent in providing a work product described under the 'Surveyor' work classification shown below. Registered as a Land Surveyor by the Nebraska State Board of Examiners for Land Surveyors.
Surveyor	Work effort includes gathering precise measurements to identify all physical features on a site for use in the planning, design and construction of engineering projects. Includes route surveys for transportation facilities, topographic surveys to determine the relief of a particular tract of land, and hydrographic surveys to determine the shore and banks of bodies of water and depths of particular points. Includes the determination of boundaries of tracts of land or the measurement of the lengths and directions of lines forming the boundaries of the tract and the writings of descriptions of land areas for conveying purposes.
Insp 1 - Inspector 1	Conducts field testing procedures for construction materials at roadway and bridge construction sites. Completes related reports documenting tests performed, prepare/deliver samples to testing laboratory.
Insp 2 - Inspector 2	Competency in all Field Technician tasks, conduct on-site inspections of construction methods and materials including soil placement and compaction, concrete quality, placement, and reinforcing steel, and masonry. Documents inspection results in SiteManager. Communicate test results to construction site management.

KEY EMPLOYEE	EMPLOYEE CLASSIFICATION	EMPLOYEE NAME	LABOR RATE
	PR - Principal	Randall J. Kaster PE, PTOE	63.70
	PR - Principal	Ryan D. Beckman PE	62.50
	PR - Principal	Stephen A. Ingracia PE	57.69
	PR - Principal	Michael C. Piernicky PE, PTOE	52.88
	PR - Principal	Thomas A. Leikam PE	50.00
	P PR - Principal	Kevin L. Prior PE	45.67
	PR - Principal	Richard L. Hanny Jr.	45.19
X	PR - Principal	Kent W. Rohren	43.17
	PR - Principal	Jerry L. Kamtz RLS	43.03
	PM – Project Manager	Ken Jennison	62.50
	PM – Project Manager	Warren Humphrey PE	47.84
	PM – Project Manager	Michael D. Spilinek PE	47.12
	PM – Project Manager	Todd A. Havlat	45.91
X	PM – Project Manager	Jon G. Olsen PE	45.37
	PM – Project Manager	Joseph C. Baxter PE	45.19
X	PM – Project Manager	Rodney L. Hanson PE	42.31
X	PM – Project Manager	Jeffry R. Palik PE, RLS	41.54
X	PM – Project Manager	Matthew M. Rief PE	41.35
	PM – Project Manager	Aaron M. Buettner PE	40.67
	PM – Project Manager	Edward M. Schnackenberg PE	38.63
	PM – Project Manager	Andrew M. Phillips PE	37.74
	PM – Project Manager	Justin P. Petersen PE, PTOE	37.50
	PM – Project Manager	Timothy P. Andersen	34.62
	PM – Project Manager	Timothy J. Robinson RLS	32.69
	PM – Project Manager	Eric J. Nordhues	32.31
	PM – Project Manager	Dennis C. Graham	31.25
	PM – Project Manager	Jerry G. Hain	40.38
	PE – Professional Engineer	Anthony T. Egelhoff PE	38.46
	PE – Professional Engineer	David D. Ziska PE	35.38
	PE – Professional Engineer	Dan L. Carey PE	34.71
	PE – Professional Engineer	Chad P. Kehrt PE	33.65
X	PE – Professional Engineer	Jesse D. Hurlbert PE	31.49
	PE – Professional Engineer	Shane A. King PE, PTOE	31.01
X	PE – Professional Engineer	Timothy A. Golka PE	28.97
X	PE – Professional Engineer	Ryan C. Kosola PE	29.81
	PE – Professional Engineer	Ryan C. Kavan PE	28.85
	PE – Professional Engineer	Christopher M. Rolling PE	28.37
	PE – Professional Engineer	*Justin R. Stark PE	27.16
	PE – Professional Engineer	David A. Nielsen PE	26.44
	EI – Engineer Intern	Jared Jochum EI	27.40
	EI – Engineer Intern	Carlos I. Medina Jr., EIT	25.96
	EI – Engineer Intern	*Jeremy D. Walker EI	24.04
	EI – Engineer Intern	Ross D. Barron EI	23.94
	EI – Engineer Intern	Joshua M. Evans EI	23.22
	EI – Engineer Intern	Joel M. Jirak	23.08
	EI – Engineer Intern	Kevin R. Stachura	23.08
	EI – Engineer Intern	Scott A. Birney EI	22.84
	EI – Engineer Intern	Caleb S. Strate EI	22.64
	EI – Engineer Intern	Gregory T. Seib EI	22.60
	EI – Engineer Intern	Jake J. Deaver EI	23.56
	EI – Engineer Intern	Brian Degen EI	22.36
	EI – Engineer Intern	Timothy D. Jensen EI	23.08
	EI – Engineer Intern	*Evan J. Schmitz	22.12

*Certified Erosion and Sediment Control Inspectors

KEY EMPLOYEE	EMPLOYEE CLASSIFICATION	EMPLOYEE NAME	LABOR RATE
	EI – Engineer Intern	Christopher P. Corr	21.63
	CAD Tech – CAD Designer/Technician	Brian L. Jueneman	31.25
	CAD Tech – CAD Designer/Technician	Michael J. Sullivan	24.25
	CAD Tech – CAD Designer/Technician	Jason J. Martins	24.00
	CAD Tech – CAD Designer/Technician	Jennifer J. Wegner	23.75
	CAD Tech – CAD Designer/Technician	*James D. McClellen RLS	23.08
	CAD Tech – CAD Designer/Technician	David J. Post	22.75
	CAD Tech – CAD Designer/Technician	Larry D. Husted	21.75
	CAD Tech – CAD Designer/Technician	Scott L. Klinger	21.45
	CAD Tech – CAD Designer/Technician	*Zack L. Loomis	21.00
	Drafter	Bradley R. Wilken	20.50
	Drafter	Chad R. Deisley	18.85
	Drafter	Gabriell J. OBanion	18.00
	Drafter	Matthew W. Schaefer	18.75
	Drafter	John D. Tessin	17.00
	Drafter	Jason S. Larson	17.00
	Drafter	Scott M. Brester	16.75
	Drafter	Juanita M. Jimenez	15.00
	Drafter	Garrison K. Smith	15.00
	C - Clerical	Mary L. Miller	21.00
	C - Clerical	Wendy Lohmeier	19.50
	C – Clerical	Rhonda L. Jelinek	19.50
	C – Clerical	Megan S. Williams	19.75
	C – Clerical	Karlene J. Currier	18.00
	C – Clerical	Rose M. Jones	17.50
	C – Clerical	Jessica J. Sock	17.50
	C – Clerical	Kristi Spiegel	16.84
	C – Clerical	Enid R. Cederlind	16.15
	C - Clerical	Veronica Chambers	15.40
	C – Clerical	Michelle L. Nordhues	14.50
	C – Clerical	Rebecca L. Hansen	13.85
	C – Clerical	Rachel L. Adams	13.50
	C – Clerical	M. Ann Walsh	13.00
	C – Clerical	Nicholas May	12.00
	C – Clerical	Lindsay Washburn	12.00
	C – Clerical	Darlene E. Schoneberg	11.25
	C – Clerical	Taylor Hanny	9.00
	C – Clerical	Joseph Beeson	8.00
	Survey Crew Chief	Thomas D. Bruggeman RLS	36.30
	Survey Crew Chief	Douglas J. Stevenson RLS	32.69
	Survey Crew Chief	Michael R. Johnson RLS	32.78
	Survey Crew Chief	Terrence L. Rothanzl RLS	32.21
	Survey Crew Chief	Jai J. Andrist RLS	30.53
	Survey Crew Chief	Timothy J. Aitken RLS	29.81
	Survey Crew Chief	Grant L. Miller RLS	28.85
	Survey Crew Chief	Daniel A. Thomson RLS	26.00
	Survey Crew Chief	Stacey L. Fryc RLS	21.25
	Survey Crew Chief	Daniel J. Hanna	22.00
	Survey Crew Chief	Steve M. VanVoltenberg	25.00
	Surveyor	Andrew L. Broeker RLS	23.65
	Surveyor	Jesse E. Hurt RLS	22.84
	Surveyor	Reinaldo A. Alcalde	19.90
	Surveyor	Todd W. Mickle	17.75
	Surveyor	William G. Johnson	17.75

*Certified Erosion and Sediment Control Inspectors

KEY EMPLOYEE	EMPLOYEE CLASSIFICATION	EMPLOYEE NAME	LABOR RATE
	Surveyor	Troy H. Pinkelman	17.50
	Surveyor	Jack Olsen	17.25
	Surveyor	Drew S. Peterson	16.80
	Surveyor	Jason L. Baker	16.75
	Surveyor	Travis Wood	16.70
	Surveyor	Steven N. Schmitt	16.20
	Surveyor	Mark A. Vogel	16.00
	Surveyor	Jorge L. Rosas	15.00
	Surveyor	Andrew T. Else	14.75
	Surveyor	Jaden M. Hurt	14.50
	Surveyor	Wayne Shultis	14.50
	Surveyor	Zachary A. Johnson	13.00
	Surveyor	Steven Cyboron	13.00
	Surveyor	Jason E. Royer	13.00
	Surveyor	Rick Bohnen	13.00
	Surveyor	Andrew Barone	11.00
	Insp 1 – Inspector 1	Anthony S. Hrasky	20.00
	Insp 1 – Inspector 1	Gary A. Gerhard	21.15
	Insp 1 – Inspector 1	Nathan C. Ruff	20.40
	Insp 1 – Inspector 1	Daniel D. Kowalski	19.80
	Insp 1 – Inspector 1	Brian Bosley	18.20
	Insp 1 – Inspector 1	Chad M. Slominski	19.75
	Insp 1 – Inspector 1	*William S. Groh	19.50
	Insp 1 – Inspector 1	Jesse M. Baumann	18.27
	Insp 1 – Inspector 1	*Jesse D. Rudolf	18.00
	Insp 1 – Inspector 1	James Hammitt	17.60
	Insp 1 – Inspector 1	Dustin Z. Humann	17.00
	Insp 1 – Inspector 1	Michael P. Golka	17.00
	Insp 1 – Inspector 1	Patrick A. Abell	16.85
	Insp 1 – Inspector 1	*Timothy J. Kolbet	16.75
	Insp 1 – Inspector 1	Randolph A. Sigurdson	16.65
	Insp 1 – Inspector 1	Marci D. Hersh	16.10
	Insp 1 – Inspector 1	Richard Vance	16.00
	Insp 1 – Inspector 1	Ryan E. Borer	15.75
	Insp 1 – Inspector 1	Adam Fielder	15.50
	Insp 1 – Inspector 1	Travis M. Anderson	15.25
	Insp 1 – Inspector 1	Jeffrey D. Grady	15.05
	Insp 1 – Inspector 1	Nicholas I. May	15.00
	Insp 1 – Inspector 1	Christopher Druskis	15.00
	Insp 1 – Inspector 1	Gary Rohrberg	14.50
	Insp 1 – Inspector 1	Adam C. Snook	14.25
	Insp 1 – Inspector 1	Tom Dixson	14.15
	Insp 1 – Inspector 1	Matthew J. Lottman	13.85
	Insp 1 – Inspector 1	Roy A. Lehn	13.50
	Insp 1 – Inspector 1	Michael Packmore	13.75
	Insp 1 – Inspector 1	Dillon McGrath	13.00
	Insp 1 – Inspector 1	Robert Downey	12.50
	Insp 1 – Inspector 1	Shane Hanson	12.00
	Insp 1 – Inspector 1	Adam Pelican	12.00
	Insp 1 – Inspector 1	Jerry W. Yeager II	12.00
	Insp 1 – Inspector 1	David M. Schoonover	12.00
	Insp 1 – Inspector 1	Tregan Albers	12.00
	Insp 1 – Inspector 1	Steven V. Jensen	11.75
	Insp 1 – Inspector 1	Nikolas E. Glennie	11.75

*Certified Erosion and Sediment Control Inspectors

KEY EMPLOYEE	EMPLOYEE CLASSIFICATION	EMPLOYEE NAME	LABOR RATE
	Insp 1 – Inspector 1	Bradley Vachal	11.50
	Insp 1 – Inspector 1	Christopher Beaty	11.50
	Insp 1 – Inspector 1	Christopher Klosterman	11.00
	Insp 1 – Inspector 1	Drew Potrzeba	11.00
	Insp 1 – Inspector 1	Reid Hanny	8.50
	Insp 2 – Inspector 2	Larry G. Winslow	26.50
	Insp 2 – Inspector 2	Michael L. Sorgenfrei	23.56
	Insp 2 – Inspector 2	Elysha W. Hartman	23.37
	Insp 2 – Inspector 2	Jesse J. Lanz	22.96
	Insp 2 – Inspector 2	Philip T. Schiele	22.36
	Insp 2 – Inspector 2	Kelly P. Splittgerber	22.07
	Insp 2 – Inspector 2	Anthony W.G. Nussbaum	21.88
	Insp 2 – Inspector 2	Timothy R. Wetovick	21.00
	Insp 2 – Inspector 2	*Steven J. E. Hancock	21.00
	Insp 2 – Inspector 2	*Noah W. Seim	20.25
	Insp 2 – Inspector 2	Brandon J. Koinzan SIT	18.75
	Insp 2 – Inspector 2	Jeremy J. Kuck	18.75

*Certified Erosion and Sediment Control Inspectors

EXHIBIT "C"

INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICE PROVIDERS LPA PROJECTS

Consultant agrees to:

(1) Make a detailed review of its existing insurance coverage,

(2) Compare that coverage to the expected scope of the work under this contract,

(3) Obtain the insurance coverage that it deems necessary to fully protect Consultant from loss associated with the work. Also, Consultant shall have at a minimum the insurance described below:

General Liability –

Limits of at least:

$ 1,000,000 Per Occurrence

$ 2,000,000 General Aggregate

$ 2,000,000 Completed Operations Aggregate (if applicable)

$ 1,000,000 Personal/Advertising Injury

- Consultant shall be responsible for the payment of any deductibles.
- Coverage shall be provided by a standard form Commercial General Liability Policy covering bodily injury, property damage including loss of use, and personal injury.
- General Aggregate to apply on a Per Project Basis.
- The LPA shall be named as Additional Insured on a primary and non-contributory basis including completed operations (the completed work/product) for three (3) years after the work/product is complete.
- Consultant agrees to waive its rights of recovery against the LPA. Waiver of Subrogation in favor of the LPA shall be added to, or included in, the policy.
- Contractual liability coverage shall be on a broad form basis and shall not be amended by any limiting endorsements.
- If work is being done near a railroad track, the 50' railroad right of way exclusion must be deleted.
- In the event that this contract provides for consultant to construct, reconstruct or produce a completed product, products and completed operations coverage in the amount provided above shall be maintained for the duration of the work, and shall be further maintained for a minimum period of five years after final acceptance and payment.

- Policy shall not contain a total or absolute pollution exclusion. Coverage shall be provided for pollution exposures arising from products and completed operations (as per standard CG0001 Pollution Exclusion or equivalent). (If the standard pollution exclusion as provided by CG0001 has been amended, please refer to the following section entitled "Pollution Coverage.")
- **Pollution Coverage –**
- In the event that the standard pollution exclusion as provided by CG0001 has been amended, coverage may be substituted with a separate Pollution Liability policy or a Professional Liability policy that includes pollution coverage in the amount of $1.0 million per occurrence or claim and $1.0 million aggregate. If coverage is provided by a "claims made" form, coverage will be maintained for three years after project completion. Any applicable deductible is the responsibility of the Consultant.

Automobile Liability –

Limits of at least: $ 1,000,000 CSL Per Accident

- Coverage shall apply to all Owned, Hired, and Non-Owned Autos.

Workers' Compensation –

Limits: Statutory coverage for the State where the project is located.

Employer's Liability limits: $100,000 Each Accident

$100,000 Disease – Per Person

$500,000 Disease – Policy Limit

- Consultant agrees to waive its rights of recovery against the LPA. Waiver of Subrogation in favor of the LPA shall be added to, or included in, the policy

Professional Liability –

Limits of at least: $ 1,000,000 Per Claim and Annual Aggregate

- Coverage shall be provided for three years after work/project completion.

Electronic Data and Valuable Papers –

Limits of at least: $100,000 Electronic Data Processing Data and Media

$25,000 Valuable Papers

Umbrella/Excess –

Limits of at least: $1,000,000 Per Occurrence and Annual Aggregate

- Policy shall provide liability coverage in excess of the specified Employers Liability, Commercial General Liability and Auto Liability.
- The LPA, shall be an "Additional Insured".
- Consultant agrees to waive its rights of recovery against the LPA. Waiver of subrogation

in favor of the LPA shall be provided.

Additional Requirements –

- Any insurance policy shall be written by a reputable insurance company acceptable to the LPA or with a current Best's Insurance Guide Rating of A – and Class VII or better, and authorized to do business in Nebraska.
- Evidence of such insurance coverage in effect shall be provided to the LPA in the form of an Accord certificate of insurance executed by a licensed representative of the participating insurer(s).
- For so long as insurance coverage is required under this agreement, the Consultant shall have a duty to notify the LPA and the State of Nebraska Department of Roads (State) when the Consultant knows, or has reason to believe, that any insurance coverage required under this agreement will lapse, or may be canceled or terminated. The Consultant must forward any pertinent notice of cancelation or termination to the LPA and to the State by mail (return receipt requested), hand-delivery or facsimile transmission within 2 business days of receipt by Consultant of any such notice from an insurance carrier. Copies of notices received by the Consultant shall be sent to the LPA, in care of the LPA's Responsible Charge and to the State at the following address:

  Nebraska Department of Roads
  Construction Division – Insurance Section
  1500 Highway 2, P. O. Box 94759
  Lincoln, NE 68509-4759
  Facsimile No. 402-479-4854

- Failure of the owner or any other party to review, approve, and/or reject a certificate of insurance in whole or in part does not waive the requirements of this agreement.
- The Limits of Coverage's set forth in this document are suggested minimum limits of coverage. The suggested limits of coverage shall not be construed to be a limitation of the liability on the part of the consultant or any of its subconsultants/tier subconsultants. The carrying of insurance described shall in no way be interpreted as relieving the consultant, subconsultant, or tier subconsultant of any responsibility of liability under the contract.
- If there is a discrepancy of coverage between this document and any other insurance specification for this project, the greater limit or coverage requirement shall prevail.

DEFINITIONS

EXHIBIT "D"

Wherever in this Task Order the following terms are used, they will have the following meaning:

"CONSULTANT" means Olsson Associates, Inc. and any employees thereof, whose business and mailing address is 1111 Lincoln Mall, Suite 111, Lincoln, NE 68508, and

"LPA" for this agreement LPA means the City of Norfolk, Nebraska. In this agreement, LPA may also refer generally to a Local Public Agency. Local Public Agencies include, but are not necessarily limited to; Nebraska Cities, Villages, Counties, Political Subdivisions, Native American Tribes, and other entities or organizations found to be eligible sub recipients of federal funds for transportation projects, and

"LPA MANUAL" shall mean the Nebraska Department of Roads' LPA Guidelines Manual for Federal-Aid Projects, and

"RESPONSIBLE CHARGE" or "RC" shall mean LPA's representative for the project whose duties and responsibilities are identified in federal law and in the LPA Manual, and

"STATE" means the Nebraska Department of Roads in Lincoln, Nebraska, its Director, or authorized representative. The State represents the United States Department of Transportation on federally funded transportation projects sponsored by a sub recipient of federal funds and any reference to the "State" in this Task Order shall mean the State on behalf of the United States Department of Transportation.

"FHWA" means the Federal Highway Administration, United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

"DOT" means the United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

"STATE REPRESENTATIVE" means an employee of the State assigned by the State to observe whether the LPA's project meets the eligibility requirements for federal funding and to provide technical assistance when requested by the LPA, in LPAs efforts to comply with requirements for Federal-aid funded local projects.

To "ABANDON" the Task Order means that the State has determined that conditions or intentions as originally existed have changed and that the Task Order as contemplated herein is to be renounced and deserted for as long in the future as can be foreseen.

To "SUSPEND" the Task Order means that the State has determined that the conditions or intentions as originally existed have changed and that the Task Order as contemplated herein should be stopped on a temporary basis. This cessation will prevail until the State determines to abandon or terminate the Task Order or to reinstate it under the conditions as defined in this Task Order.

To "TERMINATE" or the "TERMINATION" of this Task Order is the cessation or quitting of this Task Order based upon action or failure of action on the part of the Consultant as defined herein and as determined by the State.

A "TASK ORDER" is a separate agreement between an LPA and Consultant for Services on a specific LPA project.

SOURCE CE
PROJECT NAME - 25th Street, US 275 to Benjamin Ave - Norfolk, NE
PROJECT NO - URB-8001(1), CN31875
MANHOUR AND FEE ESTIMATE
CONSTRUCTION ENGINEERING - INSPECTION

Inspr/day 0
percent of day Insp 1 performing inspection 100%
Working Days 187
Hours 1500
Weeks 36
Months 9

Task	Task Description	PR	SE	PM/PE	EI	CAD Tech	Drafter	Insp 1	Insp 2	Insp 3	Insp 4	Clerical	Chief	Crew 1	Crew 2	RC	Total	
	[illegible] CE																	
1	Project Management		140	160								40					200	340
2	Meetings		32	48				36	20			28					124	156
3	Public Meeting		8	20	12	12		4	4			8					80	88
4	Traffic Control Plan		10	20	20	10											50	60
5	Construction Survey/Staking		2	10						0			452	446	0		814	916
6	Shop Drawing Review		10	20	20			10				4					54	64
7	Construction Consultation		40	40	20												60	100
8	Construction Inspection		40	40				1800	900								2740	2780
9	Perform Material Sampling and Testing		20	20				80	80	300							480	500
10	Environmental/Bird Survey		4	16					104		40	8					168	172
11	Environmental Compliance Checklist		8	16							24						40	48
12	Utility Coordination		8	40	8	16											64	72
13	Project Closeout		32	32				72	32			20					136	168
14	Final Inspection		8	8				8	8								24	32
																	8134	5496
	Travel time	0	48	88	0			200	200	76	32		140	140	0	0	904	904
																	9038	6400
								2226	1368	380	96	4075						
	Totals	0	410	556	80	38	0	2210	1348	376	96	100	596	586	0	0	6400	4000
	Time minus travel	0	362	468	80	38	0	2010	1148	300	64	100	456	446	0	0		
	Hours/day		2	3	0	0	0	11	6	2	0	1	3	3	0	0		
	Inspection/Testing effort							11	6	2	0							

DIRECT LABOR COST SUMMARY

Category	Rates	Hours	Rate	Amount
PR - Principal	$ 50.00	0	$50.00	$ -
SE - Senior Engineer	$ 41.54	410	$41.54	$ 17,031.40
PM- Project Manager/Structural Engineer	$ 28.87	586	$28.87	$ 16,165.26
EI - Engineer Intern	$ 22.12	80	$22.12	$ 1,769.60
CAD Tech	$ 21.50	80	$21.50	$ 817.00
Drafter	$ 15.00	0	$15.00	$ -
Insp 1 - Inspector 1	$ 21.00	2210	$20.95	$ 45,305.03
Insp 2 - Inspector 2	$ 18.00	1348	$18.00	$ 24,264.00
Insp 3 - Inspector 3	$ 20.00	376	$20.00	$ 7,520.00
Insp 4 - Inspector 4	$ 29.50	96	$29.50	$ 2,832.00
C - Clerical	$ 16.15	100	$16.15	$ 1,615.00
Survey Crew Chief	$ 28.85	596	$28.85	$ 17,252.30
Survey Crew 1	$ 20.25	586	$20.25	$ 11,866.50
Survey Crew 2	$ 16.20	0	$16.20	$ -
RC Responsible Charge		0	$0.00	$ -
TOTAL DIRECT LABOR		6400		$ 148,436.09
OVERHEAD			171.47%	$ 254,028.19
TOTAL LABOR AND OVERHEAD				$ 400,464.16

DIRECT PROJECT EXPENSES

					Cost
Mileage	2080	mi	$0.355	mi.	$3,540.90
Mileage: Survey Vehicle	43340	mi	$0.58	mi.	$25,137.20
Construction Staking Materials	2000	each	$0.25	each	$500.00
Photocopies	2000	copies	$0.10	copy	$200.00
Equipment Rental	0	days	$50.00	day	$0.00
Lodging & Meals	184	days	$116.00	day	$21,344.00
Job Site Trailer (Office and Material Testing)	10	months	$500.00	month	$7,500.00
Printing: 24 x 36 Sheets (Reproducible Paper)	800	copies	$3.00	copy	$1,800.00
Outside Audit	0	each	$2,500.00		$0.00
TOTAL DIRECT PROJECT EXPENSES					$60,022.10

SUBCONSULTANTS

	Cost
Testing Lab	$0.00
Specialty Subconsultant	$0.00
	$0.00

TOTAL LABOR AND OVERHEAD		$400,464.16
FIXED FEE PERCENT	15.15%	$60,661.04
DIRECT PROJECT EXPENSES		$60,022.10
SUBCONSULTANTS		$0.00
TOTAL FEE		**$513,147.30**

Construction Cost $ [illegible]
[illegible]

Inspector 1: Full Time Inspection (10 hours per day) for Utility, Storm Sewer, and Paving Construction
Inspector 2: Full Time Inspection during bridge construction (Assume 40 days full time), and part time inspection helping Inspector 1
Inspector 3: Part Time for Material Testing, Concrete Plant Inspection, Laboratory Work
Inspector 4: Environmental Scientist

Project Management: Assume 1 hour per working day
Meetings: 1-Preconstruction (hr), 1-public (hr), 18 Bi-Weekly progress (hr)
Traffic Control Plan: CE to develop additional traffic control plans as necessary. The plans will be sealed by a PE and forwarded to the RC.
Construction Survey/Staking: See Attached
Shop Drawing Review: Shop Drawings will be reviewed by the PE to ensure conformance with plans/specifications.
Construction Consultation: Discussion of any field changes or unforeseen issues with design engineer.
Construction Inspection: See below
Perform Material Sampling and Testing: See Attached
Bird Survey: CE will provide bird nesting surveys as necessary during construction according to Special Provisions. Assume 2 trips for bird surveys.
Environmental: CE will provide required SWPPP inspections and help RC keep documents up to date. Assume 24 inspections (Bi-Weekly plus random)
Environmental: CE will provide required 404 Compliance Review, Wetland Mitigation Site Review & Compliance
Record Drawings: CE Provide RC with 2-Full Size Paper Copy As-built plans
Project closeout: CE Assemble and deliver construction records to RC
Final Inspection: PE/CE Walk through inspection and preparation of a punch list (hr meetings)

Working Days	
april	15
may	15
june	20
july	20
august	20
september	15
october	15
november	15
december	0
january	0
february	0
march	0
april	15
may	15
june	15

Meetings							
PM	PE	EI	Insp 1	Insp 2	Insp 3	Insp 4	RC

Construction Inspection:
Conduct wage rate interviews & wage rate reports
Maintain project field diaries, files and records in SiteManager. DWR filled out daily by inspector and RC. Diary completed daily by PM
Verify the performance of the work is in conformance with the plans and specifications.
Monitor construction activities for compliance with NEPA permitting (Wetlands 404, Flood Plain, NPDES, SWPP, etc.)
Review work zone traffic control devices daily to include weekly nighttime visual reflectivity checks.
Collect and file all delivery tickets and material certifications
Verify the suitability and acceptance of the material incorporated in the work
Perform material sampling and testing in accordance with the NDOR Materials Sampling Guide
Measure and calculate quantities of pay items
PM will prepare a weekly report of working day report in Site Manager
Review change order or time extension request and forward to RC (Assume 5 Change Orders)
Communicate and coordinate plan revisions and change orders with the RC
Prepare as-built plans
The work is completed in accordance with the Nebraska Department of Roads Construction Manual
Prepare a hosted checked culvert book
Verify Plant operations - Inspector will be at concrete plant during main line pours
Review Contractor Pay Request and submit to RC
Wildlife documentation- Bird Surveys will be conducted if bridge construction or clearing/grubbing occur within nesting dates.
Review critical path schedule prepared by the Contractor for appropriateness
Mark pavement removals
Locate permanent pavement markings
Inspector will confirm pile bearing capacity, girder elevations, steel placement during bridge construction. Bearing capacity calculated using NDOR Pile Provisions
Observe installation, pressure testing, and backfill of water mains
Observe guardrail installation
Complete Environmental Compliance Checklist

100	Distance traveled to site each way (miles (per Mapquest))
2	Travel time to site in hours (__ min) (per Mapquest)
0	PR Trips
77	SE Trips
11	PM/PE Trips
2	EI Trips
90	Insp 1 Trips - Assume 1 trip per week plus meetings, final inspection, and minor work
56	Insp 2 Trips
75	Insp 3 Trips - 20 trips for SWPPP Bird Survey, 20 trips for inspection
4	Insp 4 Trips
36	Survey Crew Chief Trips
36	Survey Crew Member 1 Trips
36	Survey Crew Member 2 Trips
0	RC Trips

0	PR Miles
2040	SE Miles
3740	PM/PE Miles
0	EI Miles
11000	Insp 1 Miles
11000	Insp 2 Miles Testing
4100	Insp 3 Miles
1760	Insp 4 Miles
1700	Survey Crew Chief Miles
7350	Survey Crew Member 1 Miles
0	Survey Crew Member 2 Miles
0	RC Miles
	Additional miles with in project/client location etc (Assume 10 miles per day)
0	PR Time Hours
48	SE Time Hours
88	PM/PE Time Hours
0	EI Time Hours
200	Insp 1 Time Hours
200	Insp 2 Time Hours
76	Insp 3 Time Hours
32	Insp 4 Time Hours
140	Survey Crew Chief Time Hours
140	Survey Crew Member 1 Time Hours
0	Survey Crew Member 2 Time Hours
0	RC Time Hours

Exhibit "C"

SOS/ICE SURVEY

PROJECT NAME - 25th Street, US 275 to Benjamin Ave., Norfolk, NE

PROJECT NO. URB-6001(1), CN31875

MANHOUR AND FEE ESTIMATE

CONSTRUCTION ENGINEERING / INSPECTION

Construction Survey/Staking:	Hours			
	Crew Chief	Crew Member 1	Crew Member 2	Inspector
Roadway Staking				
Coordination (w/Designer)	10			
Stake post locations for temporary traffic control	24	24		
Locate Control	4	4		
ROW - Permanent Easements	16	16		
Temporary Easements	16	16		
Alignment Points (Centerline)	16	16		
Slope Stakes	24	24		
Wetland Mitigation Staking	8	8		
Trail Staking	16	16		
Grade Stakes	40	40		
Paving Hubs	120	120		
Radius Points (Drives, Intersections, Etc.)	24	24		
Permanent Pavement Marking	8	8		
Water Main	16	16		
Sanitary Sewer	2	2		
Storm Sewer	60	60		
Traffic Signal	4	4		
Street Lights	8	8		
Fencing	4	4		
Retaining Walls	4	4		
Stake Erosion Control	8	8		
Stake Channel	0	0		
Culverts	0	0		
Subtotal	432	422	0	0
Bridge Staking				
Coordination	2			
Substructure	8	8		
Shim Shots	8	8		
Grading	4	4		
Periodic checks during construction	4	4		
Subtotal	26	24	0	0
Total	**458**	**446**	**0**	**0**

Trips = Hour estimate/10 hour day :imate/10 hour day 0

Exhibit "E"

Exhibit "E"

Project name:	**25th Street, US-275 - Benjamin Ave, Norfolk**
Control No:	**31875**
Project No:	**URB-6001(1)**
Date:	**Nov. 3rd, 2011**

These are estimated quantities for materials that need to be tested for this project. Items that require certifications or letters of compliance are not listed. Please refer to Materials Sampling Guide for those items and for frequency of materials that need to be submitted to NDR for verification testing.

Group Description	Test description	Number of Tests	Comments
Group 1 - Grading			
Earthwork Meas. Embank	Lab Standard proctor test	1	
	Field density test	15	
	Field Moisture test	15	
Wall Materials	Field Gradation	1	If granular backfill is used.
Group 3 - Pavement			
Gravel Surface Course	Field Gradation	1	SG 6-1
	Quality/Soundess/Gradation	1	NDR will test these samples
Crushed Rock Surf.	Field Gradation	1	SG 6-1
	Quality/Soundess/Gradation	1	NDR will test these samples
Limestone Screenings	Field Gradation	1	SG 4-1
	Quality/Soundess/Gradation	1	
47B-3000	Aggregate Quality/sound/grad.	1	Fine and Course; send split to NDR for testing(every 2250 CY of agg) SG-16
	Plant Tech Tests	20 each	Sample aggregate, sieve analysis , moisture as needed...
	Field tech tests	20 each	air(every 300cy), slump, unit weight, yield, cylinders...
	Unconfined Compression cylinder	**160	7 day, and 28 day. No 14 required if 7 day > 70% of final strength required.
			**an additional 8 cylinders will be required if days pour exceeds 100 CY's
47B-3500	Aggregate Quality/sound/grad.	*1	Fine and Course; send split to NDR for testing(every 2250 CY of agg)
	Plant Tech Tests	51 each	Sample aggregate, sieve analysis , moisture as needed...
	Field tech tests	51 each	air(every 300cy), slump, unit weight, yield, cylinders...
	Unconfined Compression cylinder	**408	7 day, and 28 day. No 14 required if 7 day > 70% of final strength required.
	Cores for Strength/Thickness	9	
			*An additional sample will be required after 2250 CY of aggregate is utilized form the plant
			**an additional 8 cylinders will be required if days pour exceeds 100 CY's
47B-HE-3500	Aggregate Quality/sound/grad.	*1	Fine and Course; send split to NDR for testing(every 2250 CY of agg)
	Plant Tech Tests	1 each	Sample aggregate, sieve analysis , moisture as needed...
	Field tech tests	1 each	air(every 300cy), slump, unit weight, yield, cylinders...
	Unconfined Compression cylinder	**8	7 day, and 28 day. No 14 required if 7 day > 70% of final strength required.
			**an additional 8 cylinders will be required if days pour exceeds 100 CY's
Dowel Bars/Basket Assemblies	2-6' samples	1	NSS-1022; NDR will test these samples

Project No. URB-6001(1)
Control No. 31875
25th Street, US-275 - Benjamin

Exhibit "E"

Subgrade Preparation	Lab Standard proctor test	2	SG-10
	Field density test	9	SG-10
	Field Moisture test	9	SG-10
1PF Cement	1 Gallon Sample every 750 tons of cement	5	Applies to all 1PF Cement used in all concrete types.

Group 4 - Culvert

* if any item utilizes cast in place concrete, then SG 16 applies.

Class 47B-3000 for Box Culvert	Aggregate Quality/sound/grad	*1	Fine and Course; send split to NDR for testing(every 2250 CY of agg)
	Plant Tech Tests	3 each	Sample aggregate, sieve analysis , moisture as needed...
	Field tech tests	3 each	air(every 300cy), slump, unit weight, yield, cylinders...
	Unconfined Compression cylinder	18	7 day, and 28 day. No 14 required if 7 day > 70% of final strength required.
			**an additional 8 cylinders will be required if days pour exceeds 100 CY's
Re-Steel for Box Culvert	2-6' samples unless from approved stock	1	SG-16
Re-Steel for Concrete Colar	2-6' samples unless from approved stock	1	SG-16
Crushed Rock for Base Course	Quality/Soundess/Gradation	1	SG-8; NDR will test these samples

Group 4A - Water Main

	Lab Standard proctor test	1	May be covered by proctors taken for grading
	Field density test	10	
	Field Moisture test	10	
	Quality/Soundess/Gradation	2	Possible bedding material and sand for pipes if needed. NDR will test these samples
	Field Gradation	2	1 for each material
1" Service	Sample Depends on Material	1	SG-25; NDR will test these samples

Group 6 - Bridge @ Sta 156+50

Conc Class 47BD-4000	Aggregate Quality/sound/grad.	*1	Fine and Course; send split to NDR for testing(every 2250 CY of agg)
	Plant Tech Tests	2 each	Sample aggregate, sieve analysis , moisture as needed...
	Field tech tests	2 each	air(every 300cy), slump, unit weight, yield, cylinders...
	Unconfined Compression cylinder	12	7 day, and 28 day. No 14 required if 7 day > 70% of final strength required.
			*An additional sample will be required after 2250 CY of aggregate is utilized form the plant
Conc. Class 47B-3000	Aggregate Quality/sound/grad.	*1	Fine and Course; send split to NDR for testing(every 2250 CY of agg)
	Plant Tech Tests	4 each	Sample aggregate, sieve analysis , moisture as needed...
	Field tech tests	4 each	air(every 300cy), slump, unit weight, yield, cylinders...
	Unconfined Compression cylinder	24	7 day, and 28 day. No 14 required if 7 day > 70% of final strength required.
			*An additional sample will be required after 2250 CY of aggregate is utilized form the plant

Project No. URB-6001(1)
Control No. 31875
25th Street, US-275 - Benjamin

Epoxy Coated Re-Steel	2-6' samples unless from approved stock	1	NSS-1021; NDR will test these samples
Granular Backfill	Compaction Curve and Gradation	1	SG-13; NDR will test these samples
	Field density test	24	
	Field Moisture test	24	
Group 6A - Bridge @ Sta 1614+00			
Conc. Class 47B-3000	Aggregate Quality/sound/grad.	*1	Fine and Course; send split to NDR for testing(every 2250 CY of agg)
	Plant Tech Tests	2 each	Sample aggregate, sieve analysis , moisture as needed...
	Field tech tests	2 each	air(every 300cy), slump, unit weight, yield, cylinders...
	Unconfined Compression cylinder	12	7 day, and 28 day. No 14 required if 7 day > 70% of final strength required.
			*An additional sample will be required after 2250 CY of aggregate is utilized form the plant
Epoxy Coated Re-Steel	2-6' samples unless from approved stock	1	NSS-1021; NDR will test these samples
Group 7B - Fencing			
4' Gate Decorative	Dependent on Material (see SG-18)	1	SG-18; NDR will test these samples
4' Chain-link Fence	4' piece from one of each 50 spools	1	SG-18; NDR will test these samples
Fence, 4' Decorative	4' piece from one of each 50 spools	1	SG-18; NDR will test these samples
Fence, 5' Decorative	4' piece from one of each 50 spools	1	SG-18; NDR will test these samples
Group 8B - Electrical			
Electrical Cable	1-4' sample for each cable type per lot. 6 types	6	SG-21; NDR will test these samples
Ground Cable	1-1' sample for each ground wire per lot. 4 types	4	SG-21; NDR will test these samples
Concrete Base for Light Poles	Aggregate Quality/sound/grad.	*1	Fine and Course; send split to NDR for testing(every 2250 CY of agg)
	Plant Tech Tests	6 each	Sample aggregate, sieve analysis , moisture as needed...
	Field tech tests	6 each	air(every 300cy), slump, unit weight, yield, cylinders...
	Unconfined Compression cylinder	36	7 day, and 28 day. No 14 required if 7 day > 70% of final strength required.
			*An additional sample will be required after 2250 CY of aggregate is utilized form the plant
Group 10 - General			
Barricade Reflective Sheeting	1 of every 5, or a minimum of two of each type	100	SG-23

Exhibit "E"

Project No. URB-6001(1)
Control No. 31875
25th Street, US-275 - Benjamin

FEES AND PAYMENTS

EXHIBIT "F"

The following requirements will apply to each Task Order with the LPA:

A. For performance of the work as outlined in this Task Order, the consultant will be compensated for actual work performed up to a maximum of $513,147.30. The Consultant's compensation shall not exceed this maximum without prior written approval of the LPA. For the labor work, the Consultant shall be compensated for acceptable costs in accordance with paragraph "D" of this section. Compensation for direct non-salary costs will be in accordance with paragraph "E" of this section.

B. The Consultant shall not receive reimbursement for any costs incurred by the Consultant prior to the Notice-to-Proceed date or after the completion deadline date stated in the Task Order with the LPA.

C. Progress and final payments will be based on receipted invoices or certified billings and compensation will be in accordance with 48 CFR 31. Final payment will be based on an audit to be performed by the State at the conclusion of the work.

D. Acceptable Costs: Under this Task Order, the acceptable costs will consist of the wages, overhead costs, and a Fee for Profit for employees' time they are working directly on the project.

(1) Wages are defined as the actual hours an employee works directly on the project multiplied by the established labor rates, as shown on Exhibit "B"

(a) Time records: The hours charged to the project must be supported by adequate time distribution records. The records must clearly indicate the distribution of hours to all activities on a daily basis for the entire pay period, and there must be a system in place to ensure that time charged to each activity is accurate.

(b) Hourly Rates: The hourly rates to be used in this Task Order shall be the rates set out in Exhibit "B".

(c) Annual adjustments: The hourly rates and personnel list for this Task Order may be reviewed and adjusted annually beginning one (1) year after full execution of the Master Agreement. Adjustment to the hourly rates and personnel list will be accomplished by a supplemental agreement to the Master Agreement. These adjusted rates and personnel lists shall be used for future Task Orders

but shall not be used to amend previously executed Task Orders.

(2) Overhead Costs: include indirect salary costs, indirect non-salary costs, and direct salary additives that are allowable in accordance with 48 CFR 31. Overhead costs are to be allocated to the project as a percentage of direct labor costs (wages). The Consultant will be allowed to charge the project using its actual allowable overhead rate for the year the project labor was incurred. Overhead rate increases which occur during the project period will not be cause for an increase in the maximum amount established in paragraph A of this Exhibit. When an audit is performed by the State at the completion of the work, the actual allowable overhead rate for the year the project labor was incurred will be applied to the direct labor costs (wages) for that year. If a particular year's actual overhead has not yet been computed or approved by the State, the most recent years' accepted rate will be applied. The audit may result in additional funds due the Consultant or a cost due from the Consultant to the State.

(3) Fee for Profit is calculated by multiplying the sum of the wages and overhead costs billed by the negotiated fee for profit rate of "13.15%". The consultant will be paid a "fee for profit" for only the services completed at the time the services are fulfilled.

E. Direct Non-Salary Costs: Charges in this category include actual allowable expenses for personnel away from their base of permanent assignment, communication costs, document reproduction and printing costs, computer charges, special equipment and materials required for the project, special insurance premiums if required solely for this Task Order, and such other similar items.

A non-salary cost cannot be charged as a direct cost and also be included in the Consultant's overhead rate. If, for reasons of practicality, the consultant is treating a direct non-salary cost category, in its entirety, as an overhead cost, then costs from that category are not eligible to be billed to this project as a direct expense.

Payment for eligible direct non-salary costs must be made on receipted invoices whenever possible, or on certified billings of the Consultant. For purposes of standardization on this Task Order, the following expenses will be reimbursed at actual costs, not to exceed the rates as shown below.

(a) The reimbursement for vehicle mileage associated with the use of company owned vehicles shall be the prevailing standard rate as established by the Internal Revenue Service (IRS) through its Revenue Procedures. For vehicle mileage associated with the use of a privately owned vehicle (POV), reimbursement is limited to the lesser of:

1) The mileage rate which the consultant reimbursed to the person who submitted the claim for POV use, or

2) The prevailing standard rate as established by the IRS.

(b) Automobile Rentals and Air Fare will be actual reasonable cost giving the State all discounts.

(c) The reimbursement for meal and lodging rates shall be the prevailing standard rate as indicated in the current website address for U.S. General Services Administration's (GSA) rates which is indicated below:

http://www.gsa.gov/portal/category/100120

(1) For the Consultant and its employees to be eligible for the meal allowance, the following criteria must be met.

Breakfast:

(a) Employee is required to depart at or before 6:30 a.m., or

(b) Employee is on overnight travel.

Lunch:

(a) Employee must be on overnight travel. No reimbursement for same day travel.

(b) Employee is required to leave for overnight travel at or before 11:00 a.m., or

(c) Employee returns from overnight travel at or after 2:00 p.m.

Dinner:

(a) Employee returns from overnight travel or work location at or after 7:00 p.m., or

(b) Employee is on overnight travel.

Meals are not eligible for reimbursement if the employee eats within 20 miles of the headquarters town of the employee.

The Consultant shall note the actual lodging and meal costs in a daily diary, expense report, or on the individual's time report along with the

time of departure to the project and time of return to the headquarters town. The total daily meal costs must not exceed the rate indicated in (c) above. When requested by LPA or State, the Consultant will provide a copy of the meal receipts.

F. The Consultant shall submit invoices to the LPA at a minimum of monthly intervals and in accordance with the "LPA Procedure for Processing Invoices" located on the State's webpage at: www.transportation.nebraska.gov/gov-aff/downloads.htm.

The invoices must present acceptable direct labor, actual overhead, actual direct non-salary costs, as well as fee for profit. The invoices must identify each employee by name and classification, the hours worked, and each individual's acceptable labor cost applying the labor rates stated in Exhibit "B". Direct non-salary expenses must be itemized and provide a complete description of each item billed. See LPA Guidelines Manual for Federal-Aid projects, Chapter 13, Section 13.3, paragraph 4, for additional requirements.

Each monthly invoice must be substantiated by a progress report which is to include/address, as a minimum:

1. A description of the work completed for that period
2. A description of the work anticipated for the next pay period
3. Information needed from LPA
4. Percent of work completed to date
5. A completed "Cost Breakdown Form" which is located on the State's webpage at www.transportation.nebraska.gov/rfp.

If the Consultant does not submit a monthly invoice, it shall submit its progress report monthly.

H. The State, on behalf of LPA, will make every effort to pay the Consultant within 30 days of receipt of the Consultant's invoices. Payments are dependent upon whether the monthly progress reports provide adequate substantiation for the work and whether the State determines that the work submitted is satisfactory. Upon determination that the work was adequately substantiated and satisfactory, payment will be made in the amount of 95 percent of the billed actual costs. The final 5% will be paid upon completion of the work required under this Task Order, acceptance by the LPA and State, and a final audit of all invoiced amounts has been completed by the State or its authorized representative. The Consultant

agrees to reimburse the State for any overpayments discovered by the State or its authorized representative.

The acceptance by the Consultant of the final payment will constitute and operate as a release to the LPA and State for all claims and liability to the Consultant, its representatives, and assigns, for any and all things done, furnished, or relating to the services rendered by or in connection with the Master Agreement or any part thereof.

I. The Consultant shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such materials available for examination at its office at all reasonable times during the agreement period and for three years from the date of final project acceptance by FHWA under this agreement. Such materials must be available for inspection by the State, FHWA, or any authorized representative of the federal government, and copies thereof shall be furnished by the Consultant, when requested.

Consultant Work Order

(Local Projects)

Project No.:		Control No.:
Consultant: *(Name and Representative)*	Agreement No.:	Work Order No.:
LPA: *(Name and Representative)*		Constr. Change Order No.: *(If applicable)*

All parties agree the following described work needs to be performed by the consultant as part of the referenced project. All parties concur and hereby give notice to proceed based on the following: justification to modify contract, scope of services, deliverables, schedule, and estimated total fee. All other terms of existing agreements between the parties are still in effect. It is understood by all parties that the work described herein will become part of a future supplement to the agreement indicated above.

Justification to modify agreement: *(Include scope of services, deliverables, and schedule)*

Work Title		Summary of Fee		
		A. Total Direct Labor Cost	=	
		B. Overhead (Factor * x A)	=	
		C. A + B	=	
		D. Profit/Fee (Factor ** x C)	=	
*Overhead Factor:	%	E. Direct Non-Labor Cost	=	
**Profit/Fee Factor:	%	F. Subconsultant Services	=	
Total Fee Notes:		**TOTAL FEE: C + D + E + F**	=	
		☐ ESTIMATED TOTAL FEE:		
		☐ FINAL TOTAL FEE:		

Work Order Authorization – May be granted by email and attached to this document.

Consultant:

Name *Signature* *Date*

LPA:

Name *Signature* *Date*

LPD PC *(for Preliminary Engineering)* and State Rep. *(for Construction Engineering)*:

Name *Signature* *Date*

Notice to Proceed will be granted by email by LPD PC.

FHWA:

Name *Signature* *Date*

Notice to Proceed Date:

Distribution: Consultant, LPA – RC, State Rep., FHWA, LPD PC, NDOR Agreements Engineer, Highway Funds Manager

DR Form 250, October 2010

Exhibit "G"

PRIMARY TEAM MEMBERS

EXHIBIT "H"

Olsson Associates, Inc.

The following is a list of the primary CE team members with roles and responsibilities:

A. Jeff Palik will serve as the Project Manager. This role will include coordinating progress meetings, construction coordination, reviewing and inputting information in Site Manager, scheduling staff to cover project, coordinate with NDOR staff, and answer questions during construction.

B. Tim Golka will be the Project Engineer. Tim will be responsible for developing the traffic control plans and addressing question regarding traffic control throughout the project. Tim may also assist the Project Manager.

C. Jai Andrist is the Survey Party Chief. Jai is a licensed surveyor in Nebraska. He will coordinate the necessary staking with the Contractor and Project Mangar. Jai will assist with the construction staking along with other field staff members.

D. Chad Slominski will serve as the Inspector for this project. Chad will be on site full time during construction to maintain as-built records, track quantities, and help ensure the project is constructed in accordance with the Plans and Specifications. Chad will also enter daily logs and quantities into Site Manager as required. Chad is certified to perform the necessary testing on site, but will usually receive assistance from other staff for testing services.

E. Scott Hrasky and Tim Kolbet will serve as the Testing Inspectors for this project. They will primarily perform material sampling and testing for the project, but will also provide assistance for some of the on-site inspections.

APPLICATION FOR SPECIAL DESIGNATED LICENSE

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/

RETAIL LICENSE HOLDERS ☑

NON PROFIT APPLICANTS ☐ **Non Profit Status (check one that best applies)**
Municipal ☐ **Political** ☐ **Fine Arts** ☐ **Fraternal** ☐ **Religious** ☐ **Charitable** ☐ **Public Service** ☐

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)
(If you're a nonprofit organization leave blank) DK-34933

3. Licensee name (last, first,), corporate name or limited liability company (LLC) name
(As it reads on your liquor license)

NAME: VIN, Inc.

ADDRESS: 2600 W. Norfolk Ave

CITY Norfolk **ZIP** 68701

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

BUILDING NAME Lloyd's Drug Mart

ADDRESS: 2600 W. Norfolk Ave **CITY** Norfolk

ZIP 68701 **COUNTY and COUNTY #** Madison - 7

a. Is this location within the city/village limits? YES ☑ NO ☐
b. Is this location within the 150' of church, school, hospital or home for 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 than six (6) **consecutive** days on one application)

Date 2/9/12 Hours From Noon-12 To 8 pm	Date 2/10/12 Hours From 12noon To 7pm	Date 2/11/12 Hours From 12noon To 6pm	Date _____ Hours From _____ To _____	Date _____ Hours From _____ To _____	Date _____ Hours From _____ To _____

a. Alternate date: _____

b. Alternate location: _____
(Alternate date or location must be specified in local approval)

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 **IN FEET** 109 x 175
Outdoor area dimensions of area to be covered **IN FEET** _____ x _____
(not square feet or acres)

INCLUDE SKETCH IF OUTDOOR AREA
If outdoor area, how will premises be enclosed?
Fence ☐: type of fence; snow fence ☐ chain link ☐ cattle panel ☐ other _____
Tent ☐
Other ☐: explain _____

8. How many attendees do you expect at event? 50 per day

9. If over 150 attendees. Indicate the steps that will be taken to prevent underage persons from obtaining alcohol beverages. (Attach separate sheet if needed)

_____

_____

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. Where will you be purchasing your alcohol? Wholesaler ☑ Retailer ☐ Both ☐ BYO ☐

12. 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.

13. Any other information or requests for exemptions: _____

_____

14. Name and **telephone number/cell phone number** of immediate **supervisor.** This person will be at 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.

Print name of Event Supervisor Christopher Vincent

Signature of Event Supervisor _____

Phone of Event Supervisor: Before 402 371-3284 During 402 316-4613

Consent of Authorized Representative/Applicant

15. 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 Joyce Dennell — Manager — 1-12-12

Authorized Representative/Applicant | Title | Date

Joyce Dennell

Print Name

This individual must be listed on the application as an officer or stockholder unless a letter has been filed appointing an individual as the catering manager allowing them to sign all SDL applications.

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.

1/17/2012
Enclosure 18
Page 82 of 118

City of Norfolk

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

January 6, 2012

Honorable Mayor
and
City Council

Dear Mayor and Council:

The Norfolk Planning Commission held a public hearing on January 4, 2012 for an amendment to the Official City Code, Section 27-183. Conditional uses - District C-3 by adding "**One single-family residential dwelling unit for watchman or caretaker of facility operating as a permitted use in this district.**"

This request was made as a conditional use in certain situations, specifically The DeVent Center, where the desire for a caretaker was made due to increased theft. Current code does not allow a watchman or caretaker as a conditional use in C-3 Service Commercial District zoning.

An additional housekeeping amendment related to this language is to provide conformity in the watchman or caretaker language, by changing the wording in Sec 27-203. Conditional uses - District I-2 to read "One single-family dwelling unit for watchman or caretaker of facility operating as a permitted use in this district" which replaces the prior language of "Single family residential unit for watchman or caretaker of industrial plant." This amended correction provides conformity to the Official City Code and is a housekeeping and conformity change.

The planning commission recommends approval on a 9-0 vote.

Sincerely,

J. J. Snodgrass, Chair
Norfolk Planning Commission

ORDINANCE NO. 5192

AN ORDINANCE OF THE CITY OF NORFOLK, NEBRASKA TO AMEND SECTION 27-183 OF THE OFFICIAL CITY CODE TO ADD WATCHMAN DWELLINGS TO THE LIST OF CONDITIONAL USES ALLOWED IN ZONING DISTRICT C-3; TO AMEND SECTION 27-203 TO PROVIDE CONSISTENT LANGUAGE WITH OTHER SECTIONS OF CODE ALLOWING WATCHMAN DWELLINGS AS CONDITIONAL USES; 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 27-183 of the Official City Code be and the same is hereby amended to read as follows:

Sec. 27-183. Conditional uses - District C-3.

In District C-3, the following conditional uses, as well as those provided for in Sec. 27-401, may be allowed. Any conditional use permit shall include as minimal conditions those conditions specifically set forth in this section for each conditional use listed. In the event a conditional use in this district abuts upon residentially zoned property, a solid or semi-solid fence or wall at least six (6) feet but not more than eight (8) feet high, finished on both sides, shall be provided; or a ten (10) foot landscape buffer consisting of shrubs (3 to 4 feet apart) and evergreens (6 to 14 feet apart) planted to provide an effective visible screen, may be provided along the property line and maintained by the owner or owners of property. Additional conditions, stipulations, or restrictions may also be required as is deemed necessary for the protection of the public interest.

(1) Miniature golf courses.

All lighting shall be directed away from adjoining or adjacent residential districts.

(2) Mini-storage or self-storage.

All material or property shall be maintained in a completely enclosed building that is partitioned into units. Each unit within the storage area shall be designed to be leased to the general public for storage but not for the conducting of business.

a. The depth of the rear yard shall not be less than twenty-five (25) feet or twenty percent (20%) of the lot depth, whichever is less, for all one (1) to two and one-half (2½) story buildings.

b. The depth of the rear yard shall not be less than thirty (30) feet for all three (3) or more story buildings.

(3) Mobile and mobile home sales including use of either for office.

(4) One single-family residential dwelling unit for watchman or caretaker of facility operating as a permitted use in this district.

Section 2. That Section 27-203 of the Official City Code be and the same is hereby amended to read as follows:

Sec. 27-203. Conditional uses - District I-2.

In District I-2, the following conditional uses, as well as those provided for in Sec. 27-401, may be allowed. Any conditional use permit shall include as minimal conditions those conditions specifically set forth in this section for each conditional use listed. Additional conditions, stipulations, or restrictions may also be required as is deemed necessary for the protection of the public interest.

(1) Heavy industrial uses.

(2) ~~Single-family residential unit for watchman or caretaker of industrial plant.~~ One single-family residential dwelling unit for watchman or caretaker of facility operating as a permitted use in this district.

(3) Livestock sales.

(4) Landfills and solid waste disposal facilities.

Section 3. 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 _____, 2011.

ATTEST:

_____
Sue Fuchtman, Mayor

_____
Elizabeth A. Deck, City Clerk

Approved as to form:_____
Clint Schukei, City Attorney

City of Norfolk

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

January 6, 2012

Honorable Mayor
and
City Council

Dear Mayor and Council:

The Norfolk Planning Commission held a public hearing on January 4, 2012 for an amendment to the official city code due to an omission in Sec 27-32 Board of Adjustment Membership and Term. Current city code language does not state who appoints the board members for their three year term. This redefines the language found in Section 27-32 (a), stating each to be appointed for a term of three years by the mayor with approval of the council and removable by cause by the mayor as appointing authority upon written charges and after public hearings.

The amended correction provides conformity to the official city code and is a housekeeping and conformity change.

The planning commission recommends approval of the amendment to the official city code on a 9-0 vote.

Sincerely,

J. J. Snodgrass, Chair
Norfolk Planning Commission

ORDINANCE NO. 5193

AN ORDINANCE OF THE CITY OF NORFOLK, NEBRASKA TO AMEND SECTION 27-32 OF THE OFFICIAL CITY CODE TO CLARIFY THE APPOINTMENT OF BOARD OF ADJUSTMENT MEMBERS; TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND TO PROVIDE FOR 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 27-32 of the Official City Code be and the same is hereby amended to read as follows:

Sec. 27-32. Board of Adjustment Membership and Term.

(a) The board of adjustment shall consist of five regular members, plus one additional member designated as an alternate who shall attend and serve only when one of the regular members is unable to attend for any reason, each to be appointed for a term of three years by the mayor with approval of the council and removable for cause by the mayor as appointing authority upon written charges and after public hearings. Vacancies shall be filled for the unexpired term of any member whose term becomes vacant. One member only of the board of adjustment shall be appointed from the membership of the planning commission, and the loss of membership on the planning commission by such member shall also result in his or her immediate loss of membership on the board of adjustment and appointment of another planning commissioner to the board of adjustment. One position on the board of adjustment shall be filled by the appointment of a person who resides in the extraterritorial zoning jurisdiction of the city. The board of adjustment shall adopt rules in accordance with the provisions of any ordinance adopted pursuant to sections 19-901 to 19-914 of the Nebraska Revised Statutes. Meetings of the board shall be held at the call of the chairperson and at such other times as the board may determine. Such chairperson, or in his or her absence the acting chairperson, may administer oaths and compel the attendance of witnesses. All meetings of the board shall be open to the public. The board shall keep minutes of its proceedings, showing the vote of each member upon each question, or, if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the board and shall be a public record.

(b) The term of each regular member and the alternate member shall be three years, except that two members of the first commission to be so appointed after July 1, 2005, shall serve for terms of one year, two for terms of two years, and two for terms of three years. All regular and alternate members shall hold office until their successors are appointed.

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 _____, 20____.

ATTEST: _____
Mayor

_____
City Clerk

Approved as to form: _____
City Attorney

City of Norfolk

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

January 6, 2012

Honorable Mayor
and
City Council

Dear Mayor and Council:

The Norfolk Planning Commission held a public hearing on January 4, 2012 for a housekeeping amendment to the official city code redefining an error found in the planning and development, Section 19-3, which reads, "**There is hereby created a department of planning and community development to oversee the administration and implementation of planning and community development within the city.**"

Current city code language reflects the "Department of Planning and Community Development" found in Section 19-3. This department no longer exists and this language was used approximately 15-20 years ago. The fire division and its zoning official have overseen this part of the code since that time.

This housekeeping amendment deletes the current terminology in 19-3 and places "**The fire division and its zoning official shall be empowered to oversee the administration and implementation of the provisions of this chapter within the city.**"

The amendment to Section 19-5 (b) will reference the current comprehensive plan by deleting the book titled "**Norfolk, Nebraska, A Community Plan, 1983," as prepared by the Madison County Joint Planning Department** and replacing it with "**The Comprehensive Development Plan for Norfolk, Nebraska" as prepared by RDG Crose Gardner Shukert dated August, 2001 and a book entitled "Norfolk Comprehensive Plan Update Transportation Plan 2030" prepared by The Schemmer Associates & HNTB Corporation dated July, 2006.** This amended correction provides conformity to the current comp plans and is a housekeeping and amendment change.

The amendment to Sections 19-19, deletes the planning and community development department and places "zoning official or his or her designee" in its place. Also, an addition of "or her" and two other "department" replacements with "zoning official or his or her designee." Sections 19-20 and 19-22 are to reflect the same language as written in 19-19.

The planning commission recommended approval of the amendments to the Official City Code on a 9-0 vote.

Sincerely,

J. J. Snodgrass, Chair
Norfolk Planning Commission

ORDINANCE NO. 5194

AN ORDINANCE OF THE CITY OF NORFOLK, NEBRASKA TO AMEND SECTION 19-3 OF THE OFFICIAL CITY CODE TO DELETE REFERENCES TO A DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT AND TO INSTEAD EMPOWER THE FIRE DIVISION AND ITS ZONING OFFICIAL TO OVERSEE THE ADMINISTRATION AND IMPLEMENTATION OF THE PROVISIONS OF CHAPTER 19; TO AMEND SECTION 19-5 TO REFERENCE THE CURRENT COMPREHENSIVE PLAN; TO AMEND SECTIONS 19-19, 19-20 AND 19-22 TO REFERENCE THE ZONING OFFICIAL RATHER THAN THE PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT; 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 19-3 of the Official City Code be and the same is hereby amended to read as follows:

~~**Sec. 19-3. Department of planning and community development.**~~

~~There is hereby created a department of planning and community development to oversee the administration and implementation of planning and community development within the city.~~

Section 19-3. Administration and implementation of this chapter.

The fire division and its zoning official shall be empowered to oversee the administration and implementation of the provisions of this chapter within the city.

Section 2. That Section 19-5 of the Official City Code be and the same is hereby amended to read as follows:

Sec. 19-5. Comprehensive plan adopted.

(a) There is hereby adopted an updated comprehensive plan for the City of Norfolk, Nebraska, and that area outside of, but within two (2) miles of, the city limits.

(b) The comprehensive plan is in a book titled ~~"Norfolk , Nebraska, A Community Plan, 1983," as prepared by the Madison County Joint Planning Department~~ "The Comprehensive Development Plan for Norfolk, Nebraska" as prepared by RDG Crose Gardner Shukert dated August, 2001, and a book entitled "Norfolk Comprehensive Plan Update Transportation Plan 2030" prepared by The Schemmer Associates & HNTB Corporation dated July, 2006. ~~Said plan is attached hereto and marked as Exhibit "A" and is incorporated herein by this reference.~~

(c) Three (3) copies of ~~said comprehensive plan~~ "The Comprenhensive Development Plan for Norfolk, Nebraska" ~~and all maps therein shall be marked or stamped "Official Copy"~~ as incorporated by ~~Ordinance No. 3149, dated the 18th day of July, 1983,~~ Ordinance No. 4548, dated the 20th day of August, 2001, and all maps therein, along with the "Norfolk Comprehensive Plan Update Transportation Plan 2030" as approved by the Norfolk City Council August 21, 2006, shall be marked or stamped "Official Copy" and said copies shall be filed in the office of the city clerk and shall be available to the public for inspection at all reasonable business hours.

(d) The ~~1960~~ 1983 City of Norfolk Comprehensive Plan and all amendments and supplements thereto be and the same are hereby repealed in their entirety.

Section 3. That Sections 19-19, 19-20 and 19-22 of the Official City Code be and the same are hereby amended to read as follows:

Sec. 19-19. Plat.

It shall be the duty of the ~~planning and community development department~~ zoning official or his or her designee to prepare and maintain for public use and examination in his or her office, a plat of the entire city, showing all streets and avenues, and with the proper number in series of hundreds indicated upon each block, pursuant to the provisions of this article. From time to time the ~~department~~ zoning official or his or her designee shall make such alterations, additions or extensions to this plat as may be necessary by reason of the platting of new additions, opening of new streets or avenues, extension of city limits, or for any other reason. In designating the correct block numbers, where irregularities occur, as mentioned herein, the decision of the ~~department~~ zoning official or his or her designee shall be accepted as correct.

Sec. 19-20. Correct number to be furnished by city; display.

(a) Upon request by the owner of any house, building or other property in the city, the ~~planning and community development department~~ zoning official or his or her designee shall furnish the correct number for such property to the person so applying for same; provided, however, that such applicant shall furnish the ~~division~~ zoning official or his or her designee with the proper legal description of such property sufficient to enable him or her to correctly identify same.

(b) The ~~planning and community development department~~ zoning official or his or her designee is hereby authorized and directed to designate the proper number for all houses or other buildings fronting upon any street, avenue or other highway within the city, in accordance with the system and method of numbering herein set forth. In all cases where existing houses or buildings are not numbered, or where a number is now being used which is not in compliance with the provisions of this article, and when buildings may hereafter be erected, it shall be the duty of the ~~department~~ zoning official or his or her designee, either in person, by mail or by some authorized representative, to notify the owner of such building as to the proper number therefor, and it shall thereupon be the duty of such owner to cause the proper number to be placed upon said building within thirty (30) days after receipt of such notice from the ~~department~~ zoning official or his or her designee.

Sec. 19-22. Improper maintenance of numbers.

Any person who shall wrongfully take down, alter, deface, destroy or obliterate any number upon or from any building, or who shall substitute or permit to be substituted an erroneous or improper number upon any building, or who shall retain or permit to be retained any erroneous or improper number upon any building after receiving due notice of said fact from the ~~planning and community development department~~ zoning official or his or her designee shall be guilty of an offense.

Section 4. 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 _____, 20____.

ATTEST:

_____ _____

City Clerk Mayor

Approved as to form: _____

City Attorney

ZONING CHANGE
APPLICATION-FORM A

1. Applicant's Name S.W.A.D., LLC --Paul Medelman, Manager
2. Applicant's Home Address 702 West Benjamin Avenue, Norfolk NE
3. Phone Numbers:

   Home _____ Business 371-7710 Cell 649-8855
4. Location of Property N 1/2 SW 1/4 SW 1/4 Section 28-24-1 W
5. Present Zoning I-1 Requested Zoning R-3
6. Legal Description See Attached
7. Property area 7.43 Acres
8. Use of adjoining properties

   North Vacant C-3 South Vacant--I-1

   East Vacant I-1 West Vacant C-3, R-3

Signature of Owner _____

or

Signature of _____

Authorized Agent _____

RECEIVED
NOV 18 2011

ZONING CHANGE
JUSTIFICATION - FORM B

1. What type of development does the Norfolk Comprehensive Plan recommend for this area?

   Commercial

2. Does the zone change request require an amendment to the Comprehensive Plan?

   Yes

3. Is the proposed property in the Flood Plan Hazard area as delineated under the Federal Flood Insurance program? **No**

4. What is the reason for the zone change request?
   To provide for the construction of a multiple family housing complex. The Developers intend to build four 16 unit apartment building.

5. How would this zoning district conform with adjacent properties' zoning?
   The proposed zoning would conform with the commercial zoning in the area. The Developers would like to provide housing for employees nearby.

6. What is the general character of the area?
   Generally, the area is undeveloped. The property is southeast of Wal-Mart. What development is in the area is commercial in nature.

7. Is adequate sewer and water available?

   Yes

8. Does the change affect any proposed public projects?

   No

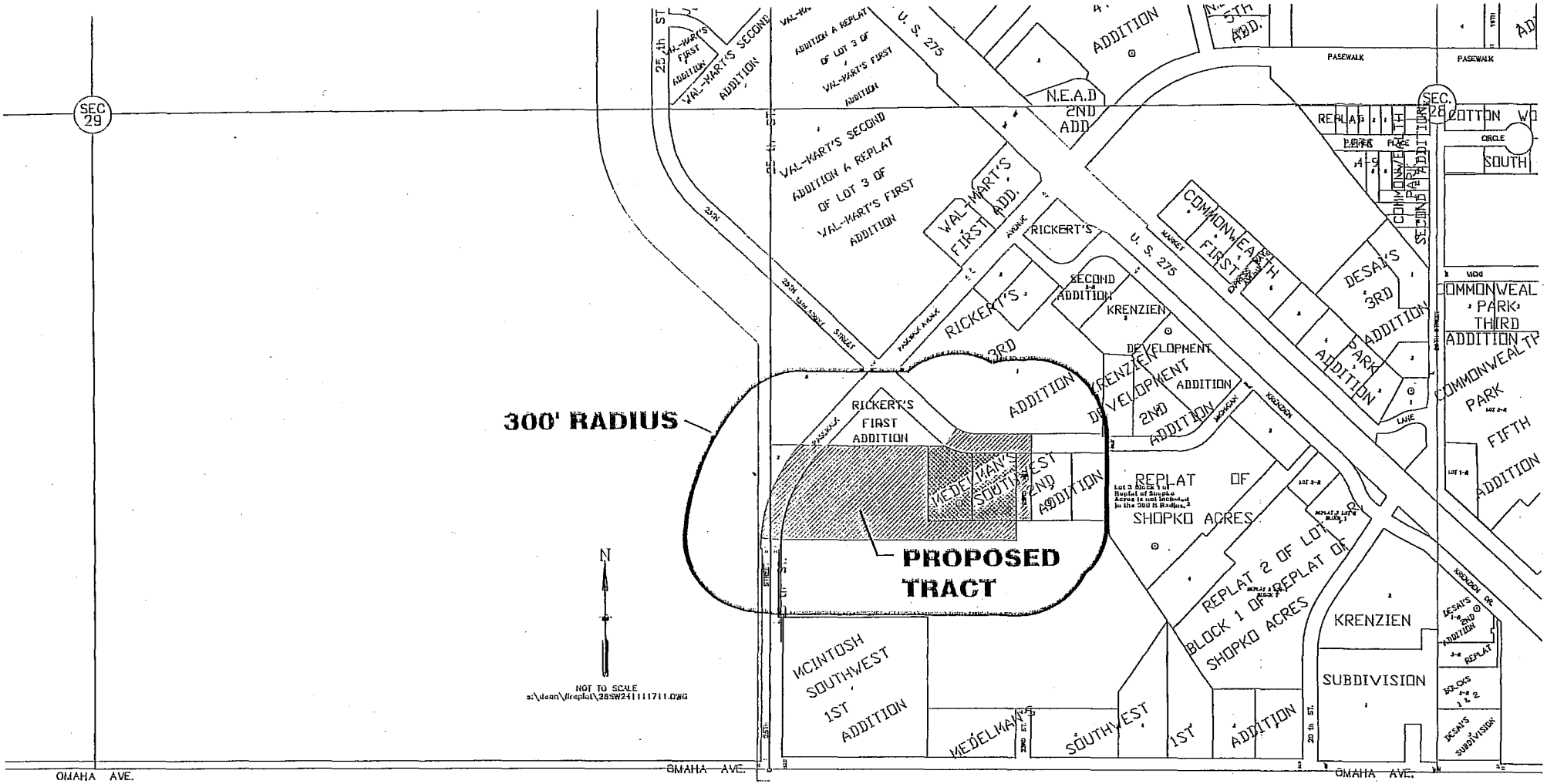
LEGAL DESCRIPTION
(I-1 to R-3)

Lots 2 and 3, Block 2, Medelman's Southwest 2nd Addition, and

A tract of land lying wholly in the SW 1/4 of the SW 1/4 of Section 28, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska. Said tract of land is more particularly described as follows:

Referring to the Southwest Corner of said Section 28; thence proceeding North, along the West line of said Section 28 on an assumed bearing of North 00 degrees 34 minutes 45 seconds East, 944.95 ft.; thence South 90 degrees 00 minutes 00 seconds East, 41.57 ft. to a point on the East right-of-way of 25th Street which is the point of beginning, said point being on a curve to the Northeast having a radius of 560.00 ft.; thence along said East right-of-way of 25th Street and along said curve (Chord Bearing=North 23 degrees 56 minutes 36 seconds East, Chord Distance=372.89 ft.), 380.15 ft. to the P.T. of said curve; thence North 43 degrees 23 minutes 25 seconds East, 53.54 ft. to the Southwest Corner of Lot 4, Rickert's 1st Addition to the City of Norfolk, Madison County, Nebraska; thence South 89 degrees 58 minutes 49 seconds East, along the South line of Lot 4 of said Rickert's 1st Addition, said line being the North line of the SW 1/4 of the SW 1/4 of said Section 28, 399.27 ft. to the Northwest Corner of Lot 3, Block 2 of Medelman's Southwest 2nd Addition to the City of Norfolk, Madison County, Nebraska; thence South 00 degrees 35 minutes 05 seconds West, 299.43 ft. to the Southwest Corner of said Lot 3; thence North 90 degrees 00 minutes 00 seconds East, along the South line of said Lots 2 and 3, 350.00 ft. to the Southeast Corner of said Lot 2; thence South 00 degrees 35 minutes 05 seconds West, 80.17 ft.; thence South 90 degrees 00 minutes 00 seconds West, 933.53 ft. to the point of beginning. Said tract of land contains 5.19 acres, more or less.

Total Area of Re-zoning request: 7.43 acres, more or less.


300' RADIUS
PROPOSED TRACT
N
NOT TO SCALE
SEC 29
SEC. 28
OMAHA AVE.
25th ST
U. S. 275
WAL-MART'S SECOND ADDITION
WAL-MART'S FIRST ADDITION
WAL-MART'S SECOND ADDITION A REPLAT OF LOT 3 OF WAL-MART'S FIRST ADDITION
WAL-MART'S FIRST ADD.
RICKERT'S SECOND ADDITION
RICKERT'S 3RD ADDITION
RICKERT'S FIRST ADDITION
KRENZIEN DEVELOPMENT ADDITION
KRENZIEN DEVELOPMENT 2ND ADDITION
MEDELMAN'S SOUTHWEST 2ND ADDITION
MCINTOSH SOUTHWEST 1ST ADDITION
MEDELMAN'S SOUTHWEST 1ST ADDITION
REPLAT OF SHOPKO ACRES
REPLAT 2 OF LOT BLOCK 1 OF REPLAT OF SHOPKO ACRES
KRENZIEN SUBDIVISION
COMMONWEALTH PARK FIRST ADDITION
COMMONWEALTH PARK SECOND ADDITION
COMMONWEALTH PARK THIRD ADDITION
COMMONWEALTH PARK FIFTH ADDITION
DESAI'S 3RD ADDITION
DESAI'S 2ND ADDITION
N.E.A.D 2ND ADD
5TH ADD.
PASEWALK
COTTON
SOUTH
CIRCLE
KRENZIEN
MICHIGAN
KRENZIEN
LANE
MARKET
25th ST
20th ST

DIVISION 7. DISTRICT R-3, MULTIPLE-FAMILY RESIDENTIAL DISTRICT

Sec. 27-111. Intent - District R-3.

The Multiple-family Residential District (R-3) is designed to promote a diversity of apartment living opportunities. It will also be appropriate for older developed areas, which include single-family dwellings.

Source: Ord. No. 4603, § 1, 9-16-02

Sec. 27-112. Permitted uses - District R-3.

In District R-3, no building, structure, land, or premises shall be used, and no building or structure shall be hereafter erected, constructed, reconstructed, moved, or altered as a permitted use, except for one or more of the following or as provided for in Sec. 27-401:

(1) Single-family residential (attached and detached).

(2) Manufactured homes.

(3) Duplex residential.

(4) Townhouse residential.

(5) Multiple-family residential.

(6) Group residential.

(7) Boarding and lodging houses.

(8) Fraternity or sorority houses and dormitories.

(9) Churches and publicly owned and operated community buildings, public museums and public libraries.

(10) Publicly owned parks and playgrounds, including public recreations or service buildings with such parks, public administrative buildings and police and fire stations.

(11) Schools and private schools.

(12) Railroad rights-of-way not including railroad yards or buildings.

(13) Home occupations.

(14) Soil extraction for public road purposes when meeting the requirements set forth in Section 27-293.

Source: Ord. No. 4603, § 1, 9-16-02; Ord. 4679, § 6, 8-18-03

Sec. 27-113. Conditional uses - District R-3.

In District R-3, the following conditional uses, as well as those provided for in Sec. 27-401, may be allowed. Any conditional use permit shall include as minimal conditions those conditions specifically set forth in this section for each conditional use listed. Additional conditions, stipulations, or restrictions may also be required as is deemed necessary for the protection of the public interest.

(1) Golf courses and customary accessory uses including club houses and driving ranges; except that miniature golf, driving ranges and other similar activities operated as a stand-alone business shall not be allowed.

a. No parking shall be allowed within fifty (50) feet of a property line and shall be screened from adjacent residential properties.

b. All principal or accessory structures shall be set back a minimum of one hundred (100) feet from any property line.

(2) Temporary real estate offices.

a. Such offices shall be located on property being sold and limited to the period of sale but not to exceed two (2) years.

b. Building and setback regulations and lot size requirements shall be the same as for single-family dwellings.

(3) Hospitals, sanitariums, and outpatient facilities aimed at reduction of alcoholism or drug addiction.

(4) Private clubs or fraternal orders, except those whose chief activity is operated as a business.

a. All parking shall be prohibited from the required front yard and shall be screened from adjacent properties.

b. Lighted signs shall not be permitted.

(5) Philanthropic or other charitable institutions other than penal institutions.

(6) Bed and breakfast inn.

a. Minimum lot size shall be 7,000 sq. ft.

b. The rooms utilized by guests and occupants of the premises shall be in the principle residential structure. Separate structures, accessory buildings and garages shall not be utilized as living units or sleeping rooms.

c. The use by a guest shall be temporary only.

d. Two (2) off-street parking spaces shall be provided for each dwelling unit plus one (1) off-street parking space for each sleeping room designated for guests, which parking areas shall not be located in the required front or side yard setback.

Source: Ord. No. 4603, § 1, 9-16-02; Ord No. 4729, § 1, 3-1-04

Sec. 27-114. Height and Area Regulations - District R-3.

(a) In District R-3, unless otherwise specified, the maximum height and minimum lot requirements shall be as follows:

	Max Height	Front Yard	Side Yard	Rear Yard	Lot Width	Site Area per Unit	Min Lot Area	Building Coverage
Single-Family Detached Permitted Uses	35'	25'	7' See (1) below	See (2) below	50'	5,000	5,000 sq. ft.	60%
Single-Family Attached Permitted Uses	35'	25'	7' See (1) below	See (2) below	40'	4,000	4,000 sq. ft.	60%
Duplex Permitted Uses	35'	25'	7' See (1) below	See (2) below	60'	6,000	6,000 sq. ft.	60%

Townhouse Permitted Uses	35'	25'	7' See (1) below	See (2) below	25'	3,000 for fee-simple lots 6,000 for other sites	2,500 sq. ft.	60%
Multiple-Family Permitted Uses	45'	25'	7' See (1) below	See (2) below	50'	2,000	6,000 sq. ft.	60%
Multiple-Family Permitted Uses with building height greater than 45 feet	Limited by airport zoning	25'	Greater of 15' or 40% of building height (1)	Greater of 15' or 40% of building height (2)	70'	See (3) below	10,000	60%
Conditional Uses (4)	35'	25'	7' See (1) below	See (2) below	50'		5,000 sq. ft.	60%

(1) Buildings on corner lots shall provide a side yard on the street side of not less than twenty-five (25) feet; provided, however, this regulation shall not reduce the buildable width of a corner lot in separate ownership as of the effective date of this chapter to less than thirty-five (35) feet.

(2) The depth of the rear yard shall be at least twenty percent (20%) of the depth of the lot, but such depth need not be more than thirty (30) feet. On corner lots, twenty percent (20%) of the shortest lot dimension may be used as the required rear yard setback.

(3) Multiple-family dwellings with a building height exceeding forty-five (45) feet consisting of five (5) or more dwelling units shall meet the following lot area requirements:

Three or more bedrooms per dwelling unit: 1,000 sq. ft. per unit
Two bedrooms per dwelling unit: 850 sq. ft. per unit
One bedroom per dwelling unit: 700 sq. ft. per unit
Efficiency apartments: 530 sq. ft. per unit

(4) Unless modified as part of a site plan or conditional use approval.

(b) Where a lot in separate ownership as of the effective date of this chapter has less area and/or width than herein required, this regulation shall not prohibit the erection of a single-family dwelling or other permitted use meeting the area requirements.

(c) Minimum first story size of a dwelling unit shall be six hundred fifty (650) square feet of living floor area.

(d) Zero lot lines shall be allowed for single-family detached residential structures. Zero lot line requirements shall be as follows:

(1) When a zero lot line is utilized:

a. The opposite side yard shall be fourteen (14) feet.

b. There shall be provided a five (5) foot easement on the adjoining lot for maintenance, repair, and roof drainage.

c. In no case shall there be less than fourteen (14) feet between buildings.

d. There shall be no openings in a wall on a zero lot line.

(2) The zero lot line and easements shall be established on the subdivision plat.

(3) There shall be a rear yard of at least twenty (20) feet.

(4) A party wall agreement shall be recorded in the office of the Register of Deeds prior to issuance of a certificate of occupancy. Such agreement shall set terms for maintenance and upkeep of the entire structure and individual units including color, materials and access for maintenance and repairs.

(e) Accessory buildings and structures shall comply with the requirements of Sec. 27-287. The total square footage of floor area for accessory buildings, including detached garages, shall not exceed eight hundred sixty-four (864) square feet per dwelling unit.

Source: Ord. No. 4603, § 1, 9-16-02; Ord. No. 5040, § 2, 11-03-08

Secs. 27-115--27-120. Reserved.

City of Norfolk

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

January 4, 2012

Council Agenda: January 17, 2012

Honorable Mayor
and
City Council

Dear Mayor and Council:

The Norfolk Planning Commission held a public hearing on January 4, 2012 for an amendment to the City of Norfolk's Comprehensive Plan from commercial to high density residential at 25th Street/Pasewalk Avenue and Michigan Avenue. The amendment is necessary as SWAD, L.L.C.- Paul Medelman, Manager applied for a change of zoning from I-1 to R-3 on this parcel.

The City of Norfolk's Comprehensive Plan reflects this parcel as commercial and SWAD wants to develop the area into an apartment complex.

There was opposition from area property owners with concerns that the area is heavily industrial and would create unsafe conditions for children living in the complex. The planning commission voted to recommend denial of the amendment to the comprehensive plan on a 6-2 vote.

Sincerely,

Brian Lundy, Co-Chair
Norfolk Planning Commission

ZONING CHANGE
APPLICATION-FORM A

1. Applicant's Name S.W.A.D., LLC --Paul Medelman, Manager
2. Applicant's Home Address 702 West Benjamin Avenue, Norfolk NE
3. Phone Numbers:

   Home _____ Business 371-7710 Cell 649-8855
4. Location of Property N 1/2 SW 1/4 SW 1/4 Section 28-24-1 W
5. Present Zoning I-1 Requested Zoning R-3
6. Legal Description See Attached
7. Property area 7.43 Acres
8. Use of adjoining properties

   North Vacant C-3 South Vacant--I-1

   East Vacant I-1 West Vacant C-3, R-3

Signature of Owner _____

or

Signature of _____

Authorized Agent _____

RECEIVED
NOV 18 2011

ZONING CHANGE
JUSTIFICATION - FORM B

1. What type of development does the Norfolk Comprehensive Plan recommend for this area?

   Commercial

2. Does the zone change request require an amendment to the Comprehensive Plan?

   Yes

3. Is the proposed property in the Flood Plan Hazard area as delineated under the Federal Flood Insurance program? **No**

4. What is the reason for the zone change request?
   To provide for the construction of a multiple family housing complex. The Developers intend to build four 16 unit apartment building.

5. How would this zoning district conform with adjacent properties' zoning?
   The proposed zoning would conform with the commercial zoning in the area. The Developers would like to provide housing for employees nearby.

6. What is the general character of the area?
   Generally, the area is undeveloped. The property is southeast of Wal-Mart. What development is in the area is commercial in nature.

7. Is adequate sewer and water available?

   Yes

8. Does the change affect any proposed public projects?

   No

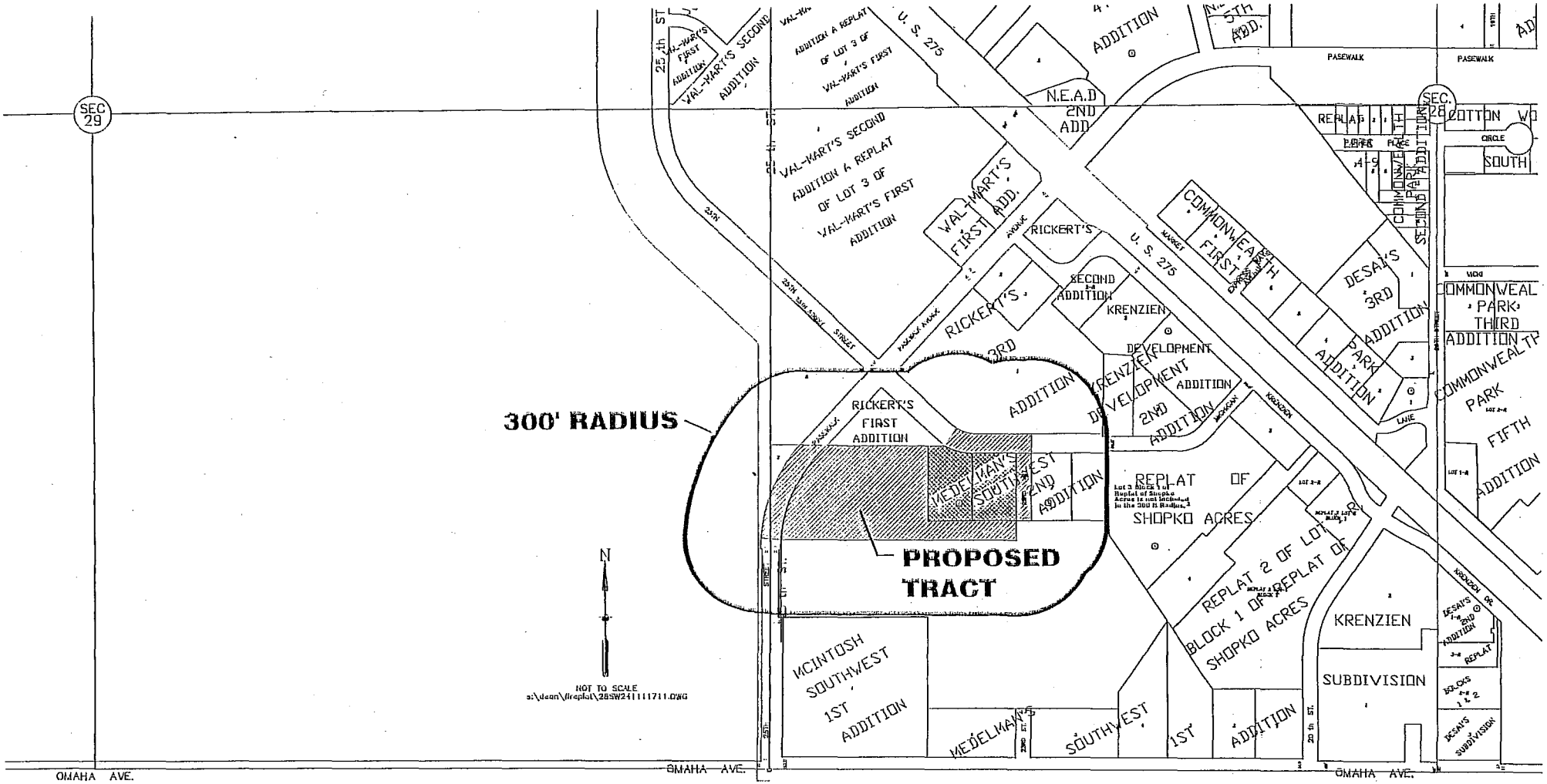
LEGAL DESCRIPTION
(I-1 to R-3)

Lots 2 and 3, Block 2, Medelman's Southwest 2nd Addition, and

A tract of land lying wholly in the SW 1/4 of the SW 1/4 of Section 28, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska. Said tract of land is more particularly described as follows:

Referring to the Southwest Corner of said Section 28; thence proceeding North, along the West line of said Section 28 on an assumed bearing of North 00 degrees 34 minutes 45 seconds East, 944.95 ft.; thence South 90 degrees 00 minutes 00 seconds East, 41.57 ft. to a point on the East right-of-way of 25th Street which is the point of beginning, said point being on a curve to the Northeast having a radius of 560.00 ft.; thence along said East right-of-way of 25th Street and along said curve (Chord Bearing=North 23 degrees 56 minutes 36 seconds East, Chord Distance=372.89 ft.), 380.15 ft. to the P.T. of said curve; thence North 43 degrees 23 minutes 25 seconds East, 53.54 ft. to the Southwest Corner of Lot 4, Rickert's 1st Addition to the City of Norfolk, Madison County, Nebraska; thence South 89 degrees 58 minutes 49 seconds East, along the South line of Lot 4 of said Rickert's 1st Addition, said line being the North line of the SW 1/4 of the SW 1/4 of said Section 28, 399.27 ft. to the Northwest Corner of Lot 3, Block 2 of Medelman's Southwest 2nd Addition to the City of Norfolk, Madison County, Nebraska; thence South 00 degrees 35 minutes 05 seconds West, 299.43 ft. to the Southwest Corner of said Lot 3; thence North 90 degrees 00 minutes 00 seconds East, along the South line of said Lots 2 and 3, 350.00 ft. to the Southeast Corner of said Lot 2; thence South 00 degrees 35 minutes 05 seconds West, 80.17 ft.; thence South 90 degrees 00 minutes 00 seconds West, 933.53 ft. to the point of beginning. Said tract of land contains 5.19 acres, more or less.

Total Area of Re-zoning request: 7.43 acres, more or less.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VAL-MART'S FIRST ADDITION
ADDITION A REPLAT OF LOT 3 OF VAL-MART'S FIRST ADDITION
WAL-MART'S FIRST ADD.
RICKERT'S
RICKERT'S SECOND ADDITION
RICKERT'S 3RD ADDITION
RICKERT'S FIRST ADDITION
KRENZIEN DEVELOPMENT
KRENZIEN DEVELOPMENT 2ND ADDITION
KRENZIEN DEVELOPMENT ADDITION
N.E.A.D 2ND ADD
COMMONWEALTH PARK FIRST ADDITION
COMMONWEALTH PARK SECOND ADDITION
COMMONWEALTH PARK THIRD ADDITION
COMMONWEALTH PARK FIFTH ADDITION
DESAI'S 3RD ADDITION
DESAI'S 2ND ADDITION
DESAI'S SUBDIVISION
REPLAT OF SHOPKO ACRES
REPLAT 2 OF LOT 1 OF REPLAT OF BLOCK 1 OF SHOPKO ACRES
KRENZIEN SUBDIVISION
MCINTOSH SOUTHWEST 1ST ADDITION
MEDELMAN SOUTHWEST 2ND ADDITION
MEDELMAN SOUTHWEST 1ST ADDITION
PASEWALK
PASEWALK
COTTON WOOD CIRCLE
SOUTH

DIVISION 7. DISTRICT R-3, MULTIPLE-FAMILY RESIDENTIAL DISTRICT

Sec. 27-111. Intent - District R-3.

The Multiple-family Residential District (R-3) is designed to promote a diversity of apartment living opportunities. It will also be appropriate for older developed areas, which include single-family dwellings.

Source: Ord. No. 4603, § 1, 9-16-02

Sec. 27-112. Permitted uses - District R-3.

In District R-3, no building, structure, land, or premises shall be used, and no building or structure shall be hereafter erected, constructed, reconstructed, moved, or altered as a permitted use, except for one or more of the following or as provided for in Sec. 27-401:

(1) Single-family residential (attached and detached).

(2) Manufactured homes.

(3) Duplex residential.

(4) Townhouse residential.

(5) Multiple-family residential.

(6) Group residential.

(7) Boarding and lodging houses.

(8) Fraternity or sorority houses and dormitories.

(9) Churches and publicly owned and operated community buildings, public museums and public libraries.

(10) Publicly owned parks and playgrounds, including public recreations or service buildings with such parks, public administrative buildings and police and fire stations.

(11) Schools and private schools.

(12) Railroad rights-of-way not including railroad yards or buildings.

(13) Home occupations.

(14) Soil extraction for public road purposes when meeting the requirements set forth in Section 27-293.

Source: Ord. No. 4603, § 1, 9-16-02; Ord. 4679, § 6, 8-18-03

Sec. 27-113. Conditional uses - District R-3.

In District R-3, the following conditional uses, as well as those provided for in Sec. 27-401, may be allowed. Any conditional use permit shall include as minimal conditions those conditions specifically set forth in this section for each conditional use listed. Additional conditions, stipulations, or restrictions may also be required as is deemed necessary for the protection of the public interest.

(1) Golf courses and customary accessory uses including club houses and driving ranges; except that miniature golf, driving ranges and other similar activities operated as a stand-alone business shall not be allowed.

a. No parking shall be allowed within fifty (50) feet of a property line and shall be screened from adjacent residential properties.

b. All principal or accessory structures shall be set back a minimum of one hundred (100) feet from any property line.

(2) Temporary real estate offices.

a. Such offices shall be located on property being sold and limited to the period of sale but not to exceed two (2) years.

b. Building and setback regulations and lot size requirements shall be the same as for single-family dwellings.

(3) Hospitals, sanitariums, and outpatient facilities aimed at reduction of alcoholism or drug addiction.

(4) Private clubs or fraternal orders, except those whose chief activity is operated as a business.

a. All parking shall be prohibited from the required front yard and shall be screened from adjacent properties.

b. Lighted signs shall not be permitted.

(5) Philanthropic or other charitable institutions other than penal institutions.

(6) Bed and breakfast inn.

a. Minimum lot size shall be 7,000 sq. ft.

b. The rooms utilized by guests and occupants of the premises shall be in the principle residential structure. Separate structures, accessory buildings and garages shall not be utilized as living units or sleeping rooms.

c. The use by a guest shall be temporary only.

d. Two (2) off-street parking spaces shall be provided for each dwelling unit plus one (1) off-street parking space for each sleeping room designated for guests, which parking areas shall not be located in the required front or side yard setback.

Source: Ord. No. 4603, § 1, 9-16-02; Ord No. 4729, § 1, 3-1-04

Sec. 27-114. Height and Area Regulations - District R-3.

(a) In District R-3, unless otherwise specified, the maximum height and minimum lot requirements shall be as follows:

	Max Height	Front Yard	Side Yard	Rear Yard	Lot Width	Site Area per Unit	Min Lot Area	Building Coverage
Single-Family Detached Permitted Uses	35'	25'	7' See (1) below	See (2) below	50'	5,000	5,000 sq. ft.	60%
Single-Family Attached Permitted Uses	35'	25'	7' See (1) below	See (2) below	40'	4,000	4,000 sq. ft.	60%
Duplex Permitted Uses	35'	25'	7' See (1) below	See (2) below	60'	6,000	6,000 sq. ft.	60%

Townhouse Permitted Uses	35'	25'	7' See (1) below	See (2) below	25'	3,000 for fee-simple lots 6,000 for other sites	2,500 sq. ft.	60%
Multiple-Family Permitted Uses	45'	25'	7' See (1) below	See (2) below	50'	2,000	6,000 sq. ft.	60%
Multiple-Family Permitted Uses with building height greater than 45 feet	Limited by airport zoning	25'	Greater of 15' or 40% of building height (1)	Greater of 15' or 40% of building height (2)	70'	See (3) below	10,000	60%
Conditional Uses (4)	35'	25'	7' See (1) below	See (2) below	50'		5,000 sq. ft.	60%

(1) Buildings on corner lots shall provide a side yard on the street side of not less than twenty-five (25) feet; provided, however, this regulation shall not reduce the buildable width of a corner lot in separate ownership as of the effective date of this chapter to less than thirty-five (35) feet.

(2) The depth of the rear yard shall be at least twenty percent (20%) of the depth of the lot, but such depth need not be more than thirty (30) feet. On corner lots, twenty percent (20%) of the shortest lot dimension may be used as the required rear yard setback.

(3) Multiple-family dwellings with a building height exceeding forty-five (45) feet consisting of five (5) or more dwelling units shall meet the following lot area requirements:

Three or more bedrooms per dwelling unit: 1,000 sq. ft. per unit
Two bedrooms per dwelling unit: 850 sq. ft. per unit
One bedroom per dwelling unit: 700 sq. ft. per unit
Efficiency apartments: 530 sq. ft. per unit

(4) Unless modified as part of a site plan or conditional use approval.

(b) Where a lot in separate ownership as of the effective date of this chapter has less area and/or width than herein required, this regulation shall not prohibit the erection of a single-family dwelling or other permitted use meeting the area requirements.

(c) Minimum first story size of a dwelling unit shall be six hundred fifty (650) square feet of living floor area.

(d) Zero lot lines shall be allowed for single-family detached residential structures. Zero lot line requirements shall be as follows:

(1) When a zero lot line is utilized:

a. The opposite side yard shall be fourteen (14) feet.

b. There shall be provided a five (5) foot easement on the adjoining lot for maintenance, repair, and roof drainage.

c. In no case shall there be less than fourteen (14) feet between buildings.

d. There shall be no openings in a wall on a zero lot line.

(2) The zero lot line and easements shall be established on the subdivision plat.

(3) There shall be a rear yard of at least twenty (20) feet.

(4) A party wall agreement shall be recorded in the office of the Register of Deeds prior to issuance of a certificate of occupancy. Such agreement shall set terms for maintenance and upkeep of the entire structure and individual units including color, materials and access for maintenance and repairs.

(e) Accessory buildings and structures shall comply with the requirements of Sec. 27-287. The total square footage of floor area for accessory buildings, including detached garages, shall not exceed eight hundred sixty-four (864) square feet per dwelling unit.

Source: Ord. No. 4603, § 1, 9-16-02; Ord. No. 5040, § 2, 11-03-08

Secs. 27-115--27-120. Reserved.

City of Norfolk

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

January 4, 2012

Council Agenda: January 17, 2012

Honorable Mayor
and
City Council

Dear Mayor and Council:

On January 4, 2012 the Norfolk Planning Commission held a public hearing for a zone change from I-1 (Light Industrial District) to R-3 (Multiple Family Residential District) at 25th Street/Pasewalk Avenue and Michigan Avenue at the request of SWAD, LLC. They have also applied for an amendment to the comprehensive plan.

They are proposing an apartment complex with a clubhouse and pool on the parcel. During testimony at the public hearing, many area property owners voiced their concerns with this development in a primarily industrial area. They feel that an apartment complex should not be built around heavy truck traffic and twenty four hour noise. They are also concerned with pedestrian traffic and unsafe conditions.

The planning commission voted 7-1 to deny the zone change.

Sincerely,

Brian Lundy, Co-Chair
Norfolk Planning Commission

ORDINANCE NO. 5195

AN ORDINANCE OF THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA; AMENDING THE FUTURE LAND USE MAP OF THE CITY OF NORFOLK, NEBRASKA; PROVIDING WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND PROVIDING 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 the Future Land Use Map of the City of Norfolk, Nebraska, being a part of the Comprehensive Community Plan for the City, be and the same is hereby amended from the present commercial designation to high density residential designation on the following piece of real estate:

Lots 2 and 3, Block 2, Medelman's Southwest 2nd Addition, and

A tract of land lying wholly in the SW 1/4 of the SW 1/4 of Section 28, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska. Said tract of land is more particularly described as follows:
Referring to the Southwest Corner of said Section 28; thence proceeding North, along the West line of said Section 28 on an assumed bearing of North 00 degrees 34 minutes 45 seconds East, 944.95 ft.; thence South 90 degrees 00 minutes 00 seconds East, 41.57 ft. to a point on the East right-of-way of 25th Street which is the point of beginning, said point being on a curve to the Northeast having a radius of 560.00 ft.; thence along said East right-of-way of 25th Street and along said curve (Chord Bearing=North 23 degrees 56 minutes 36 seconds East, Chord Distance=372.89 ft.), 380.15 ft. to the P.T. of said curve; thence North 43 degrees 23 minutes 25 seconds East, 53.54 ft. to the Southwest Corner of Lot 4, Rickert's 1st Addition to the City of Norfolk, Madison County, Nebraska; thence South 89 degrees 58 minutes 49 seconds East, along the South line of Lot 4 of said Rickert's 1st Addition, said line being the North line of the SW 1/4 of the SW 1/4 of said Section 28, 399.27 ft. to the Northwest Corner of Lot 3, Block 2 of Medelman's Southwest 2nd Addition to the City of Norfolk, Madison County, Nebraska; thence South 00 degrees 35 minutes 05 seconds West, 299.43 ft.

to the Southwest Corner of said Lot 3; thence North 90 degrees 00 minutes 00 seconds East, along the South line of said Lots 2 and 3, 350.00 ft. to the Southeast Corner of said Lot 2; thence South 00 degrees 35 minutes 05 seconds West, 80.17 ft.; thence South 90 degrees 00 minutes 00 seconds West, 933.53 ft. to the point of beginning. Said tract of land contains 5.19 acres, more or less.

Total Area of Re-zoning request: 7.43 acres, more or less.

Section 2. That this ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as required by law.

PASSED AND APPROVED this_____ day of_____, 2012.

_____
Mayor

ATTEST:

_____
City Clerk

(SEAL)

Approved as to form:_____
City Attorney

ORDINANCE NO. 5196

AN ORDINANCE OF THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA; AMENDING THE ZONING DISTRICT MAP OF THE CITY OF NORFOLK, NEBRASKA; PROVIDING WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND PROVIDING 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 the I-1 (Light Industrial District) zoning on the following described real estate, to wit:

Lots 2 and 3, Block 2, Medelman's Southwest 2nd Addition, and

A tract of land lying wholly in the SW 1/4 of the SW 1/4 of Section 28, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska. Said tract of land is more particularly described as follows:
Referring to the Southwest Corner of said Section 28; thence proceeding North, along the West line of said Section 28 on an assumed bearing of North 00 degrees 34 minutes 45 seconds East, 944.95 ft.; thence South 90 degrees 00 minutes 00 seconds East, 41.57 ft. to a point on the East right-of-way of 25th Street which is the point of beginning, said point being on a curve to the Northeast having a radius of 560.00 ft.; thence along said East right-of-way of 25th Street and along said curve (Chord Bearing=North 23 degrees 56 minutes 36 seconds East, Chord Distance=372.89 ft.), 380.15 ft. to the P.T. of said curve; thence North 43 degrees 23 minutes 25 seconds East, 53.54 ft. to the Southwest Corner of Lot 4, Rickert's 1st Addition to the City of Norfolk, Madison County, Nebraska; thence South 89 degrees 58 minutes 49 seconds East, along the South line of Lot 4 of said Rickert's 1st Addition, said line being the North line of the SW 1/4 of the SW 1/4 of said Section 28, 399.27 ft. to the Northwest Corner of Lot 3, Block 2 of Medelman's Southwest 2nd Addition to the City of Norfolk, Madison County, Nebraska; thence South 00 degrees 35 minutes 05 seconds West, 299.43 ft. to the Southwest Corner of said Lot 3; thence North 90 degrees 00 minutes 00 seconds East, along the South line of said Lots 2 and 3, 350.00 ft. to the Southeast Corner of said Lot 2; thence South 00 degrees 35 minutes 05 seconds West, 80.17 ft.; thence South 90

degrees 00 minutes 00 seconds West, 933.53 ft. to the point of beginning. Said tract of land contains 5.19 acres, more or less.

Total Area of Re-zoning request: 7.43 acres, more or less.

is hereby changed to R-3 (Multiple-family Residential District).

Section 2. That this ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form according to law.

PASSED AND APPROVED this_____ day of_____, 20_____.

_____
Mayor

ATTEST:

_____
City Clerk

(SEAL)

Approved as to form:_____
City Attorney