Agenda Packet

NORFOLK CITY COUNCIL MEETING

Monday, August 03, 2015
5:30 p.m.

Created 7/30/2015 1:33 PM

City of Norfolk
NEBRASKA
right at home.

309 N 5th Street
Norfolk, NE 68701
P402-844-2012 F402-844-2028
www.ci.norfolk.ne.us

NOTICE OF MEETING
CITY OF NORFOLK, NEBRASKA

NOTICE IS HEREBY GIVEN that a meeting of the City Council of the City of Norfolk, Nebraska, will be held at 5:30 p.m. on Monday, August 03, 2015, in the Council Chambers, 309 N. 5th St., 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, 309 N 5th St, 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 (July 31, 2015)
1 P.O.P.

EQUAL HOUSING OPPORTUNITY

AGENDA

NORFOLK CITY COUNCIL MEETING

August 03, 2015

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

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

RECOMMENDED ACTIONS

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

CONSENT AGENDA

7. Consideration of approval of the minutes of the July 20, 2015, City Council meeting. **Motion**
8. Consideration of approval of the minutes of the July 23, 2015 City Council Work Session meeting. **Motion**
9. Consideration of approval of the minutes of the July 24, 2015 City Council Work Session meeting. **Motion**
10. Consideration of approval of the minutes of the July 27, 2015 City Council Work Session meeting. **Motion**
11. Consideration of approval of the Mayor's appointment of Carol M. Svendsen to the Housing Agency Board effective September 1, 2015 for a term ending June 2019, replacing Florence Lavender who is resigning August 31. **Motion**

12. Consideration of Resolution No. 2015-21 extending the City's LARM participation an additional year and requiring 180 days notice of intent not to extend LARM participation beyond the September 30, 2018 termination date. **Resolution 2015-21**

13. Consideration of approval of an Agreement between Elkhorn Construction Co. and the City for a traffic detour route over property owned by Elkhorn Construction Co. during construction of extending sanitary sewer over property in Sanitary Sewer Extension District No. 247. **Motion**

14. Consideration of approval of engineering contract with Olsson Associates for engineering services to design and bid the influent pump improvement project at the Water Pollution Control Plant for a lump sum of $47,016.00, and approval of a time and expense agreement for construction management of this project with a not to exceed cost of $3,447.00, resulting in a total cost not to exceed $50,463.00. **Motion**

15. Consideration of Resolution No. 2015-22 approving the final allocation of levy authority for the Offstreet Parking District for fiscal year 2015-2016 allowing the District to levy a property tax of $88,416 not to exceed $.35 per hundred dollars of assessed valuation. **Resolution 2015-22**

16. Consideration of approval of an agreement between the City of Norfolk, Nebraska, a Municipal Corporation, and Sacred Heart Church of Norfolk, (also known as Norfolk Catholic High School) a Nebraska Nonprofit Corporation, to hold games, scrimmages, and practices on Memorial Field at Veterans Memorial Park for the 2015 football season ending November 30, 2015. **Motion**

17. Consideration of approval of an agreement between the City of Norfolk, Nebraska, a Municipal Corporation, and Lutheran High School Association of Northeast Nebraska, Inc., a Nebraska Nonprofit Corporation, to hold games, scrimmages, and practices on Memorial Field at Veterans Memorial Park for the 2015 football season ending November 30, 2015. **Motion**

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

PUBLIC HEARINGS AND RELATED ACTION

19. Public hearing to comply with the provisions of N.R.S. 18-1755 to acquire property at 510 South 4th Street.

20. Consideration of approval of an Agreement between the City and Christ Lutheran Church of Norfolk, Nebraska, related to the north/south alley between South 4th Street and South 5th Street where it is connected to Pasewalk Avenue. **Motion**

REGULAR AGENDA

21. July sales tax report (May sales)

22.	Consideration of Ordinance No. 5348 authorizing the sale of the city auditorium at 127 N. 1st Street to Young Men's Christian Association of Norfolk, Nebraska for the purchase price of $1.00. Ordinance No. 5348 was tabled at the June 15, 2015 City Council meeting; passed on first reading at the July 6, 2015 Special City Council meeting; and passed on second reading, as amended, at the July 20, 2015 City Council meeting.	**Ordinance No. 5348**
23.	Consideration of Resolution No. 2015-20 approving a hard surfacing waiver for Off Road Speedway, L.L.C at 2904 Old Highway 8. Resolution No. 2015-20 was tabled at the July 20, 2015 City Council meeting.	**Resolution 2015-20**
24.	Consideration of Ordinance No. 5355 amending the fee schedule contained in Section 2-5 of the City Code to increase ambulance fees related to “assist only” calls; adjust sewer rates for residential, commercial, and industrial classifications by an average of 6% and adjust the minimum Special Waste fee; include reservation fees for stages at Central Park and Skyview Park; and include a mechanical permit fee for packaged terminal air conditioners with an operative date of September 1, 2015. Ordinance No. 5355 passed on first reading at the July 20, 2015 City Council meeting.	**Ordinance No. 5355**
25.	Consideration of approval of the draft National Environmental Policy Act (NEPA) Categorical Exclusion (CE) for Federal Aid Recreation Trails Projects document for the Norfolk North Fork Riverfront Trail project including the closure and vacation of Nebraska Avenue from 1st Street to Oak Street.	**Motion**
26.	Consideration of Resolution No. 2015-23 approving the final allocation of levy authority for the Norfolk Airport Authority for fiscal year 2015-2016 allowing the Norfolk Airport to levy a property tax of $448,064.	**Resolution 2015-23**
27.	Consideration of approval of Ordinance No. 5356 granting a franchise to PBN, LLC, to operate and maintain a cable television system in Norfolk.	**Ordinance No. 5356**
28.	Consideration of approval of Ordinance No. 5357 adding a definition for Packaged Terminal Air Conditioner (PTAC) to Section 6-107 of the City Code (additions, insertions and changes to mechanical code).	**Ordinance No. 5357**

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STAFF MEMORANDUM

NORFOLK CITY COUNCIL MEETING

August 03, 2015

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RECOMMENDED ACTIONS

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

CONSENT AGENDA

7. Consideration of approval of the minutes of the July 20, 2015, City Council meeting. **Motion**

   See Enclosure 7.

8. Consideration of approval of the minutes of the July 23, 2015 City Council Work Session meeting. **Motion**

   See Enclosure 8.

9. Consideration of approval of the minutes of the July 24, 2015 City Council Work Session meeting. **Motion**

   See Enclosure 9.

10. Consideration of approval of the minutes of the July 27, 2015 City Council Work Session meeting. **Motion**

    See Enclosure 10.

11. Consideration of approval of the Mayor's appointment of Carol M. Svendsen to the Housing Agency Board effective September 1, 2015 for a term ending June 2019, replacing Florence Lavender who is resigning August 31. **Motion**

    See Enclosure 11.

12. Consideration of Resolution No. 2015-21 extending the City's LARM participation an additional year and requiring 180 days notice of intent not to extend LARM participation beyond the September 30, 2018 termination date. **Resolution 2015-21**

    Last year's Resolution 2014-35 extended the City's participation in LARM through September 30, 2017 and required at least 180 days notice if the City intended to terminate coverage. That extension qualified the City for the maximum 5% participation discount. Resolution No. 2015-21 extends LARM participation for an additional year through September 30, 2018 and allows the City to continue to receive the maximum 5% participation discount. At the Norfolk City Council meeting on September 4, 2012, the City Council and private insurers indicated insurance should be reviewed about every three to seven years. This resolution will put the City into the sixth year of that range.

    See Enclosure 12.

13. Consideration of approval of an Agreement between Elkhorn Construction Co. and the City for a traffic detour route over property owned by Elkhorn Construction Co. during construction of extending sanitary sewer over property in Sanitary Sewer Extension District No. 247. **Motion**

    This agreement provides for the City to save, hold harmless, indemnify and defend Elkhorn Construction Co. from any loss or damage or claim of loss that results from utilization of the public traffic detour provided during construction of the Sanitary Sewer extension on South Highway 81. Staff recommend approval.

    See Enclosure 13.

14. Consideration of approval of engineering contract with Olsson Associates for engineering services to design and bid the influent pump improvement project at the Water Pollution Control Plant for a lump sum of $47,016.00, **Motion**

and approval of a time and expense agreement for construction management of this project with a not to exceed cost of $3,447.00, resulting in a total cost not to exceed $50,463.00.

On November 3, 2014, Council authorized City staff to negotiate with Olsson Associates to provide engineering services for replacement of two raw influent pumps. The main lift pumps accept the wastewater at the end of the City collection system, deliver it to the Plant processes for treatment, and are therefore a critical process component. This project has been budgeted and deferred for at least two years and the pumps are beyond repair. The new equipment will improve pumping capacity and operating efficiencies. Staff recommends approval.

See Enclosure 14.

15. Consideration of Resolution No. 2015-22 approving the final allocation of levy authority for the Offstreet Parking District for fiscal year 2015-2016 allowing the District to levy a property tax of $88,416 not to exceed $.35 per hundred dollars of assessed valuation. **Resolution 2015-22**

State Statutes require by September 1 the City Council adopt a resolution determining the final allocation of levy authority to political subdivisions subject to municipal responsibility for levying such taxes. The Offstreet Parking District Board of Directors adopted Resolution No. 2015-1 on July 15, 2015 declaring its intent to submit to the City Council a preliminary request for levy allocation of $88,416. Resolution No. 2015-22 grants the Offstreet Parking District $88,416 in property tax not to exceed 35 cents per $100 of assessed valuation.

State Statutes require County Assessors certify valuations of political subdivisions by August 20. At the time this resolution was prepared, the assessed valuation of the Offstreet Parking District was not known. The City's Finance Officer is authorized by this resolution to calculate the actual levy rate, not to exceed the statutory maximum levy rate of 35 cents per $100 of assessed valuation, once the assessed valuation of the Offstreet Parking District is known.

See Enclosure 15.

16. Consideration of approval of an agreement between the City of Norfolk, Nebraska, a Municipal Corporation, and Sacred Heart Church of Norfolk, (also known as Norfolk Catholic High School) a Nebraska Nonprofit **Motion**

Corporation, to hold games, scrimmages, and practices on Memorial Field at Veterans Memorial Park for the 2015 football season ending November 30, 2015.

See Enclosure 16.

17. Consideration of approval of an agreement between the City of Norfolk, Nebraska, a Municipal Corporation, and Lutheran High School Association of Northeast Nebraska, Inc., a Nebraska Nonprofit Corporation, to hold games, scrimmages, and practices on Memorial Field at Veterans Memorial Park for the 2015 football season ending November 30, 2015. **Motion**

See Enclosure 17.

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

PUBLIC HEARINGS AND RELATED ACTION

19. Public hearing to comply with the provisions of N.R.S. 18-1755 to acquire property at 510 South 4th Street.

See Enclosure 19.

20. Consideration of approval of an Agreement between the City and Christ Lutheran Church of Norfolk, Nebraska, related to the north/south alley between South 4th Street and South 5th Street where it is connected to Pasewalk Avenue. **Motion**

This Agreement provides for (1) a new alley to be built by Christ Lutheran Church on what is currently Church property with the alley connecting to South 4th Street, (2) the conveyance of the newly-constructed alley to the City, and (3) the eventual vacation of a portion of the north/south alley between South 4th Street and South 5th Street where is it connected to Pasewalk Avenue with the effect of the vacation of the alley resulting in the property comprising the vacated alley vesting in and becoming part of the property abutting the portions of the alley being vacated.

See Enclosure 20.

REGULAR AGENDA

21. July sales tax report (May sales)

July sales tax receipts (May sales) are $879,973.29. The City's 1 1/2 cent sales tax receipts of $659,979.97 are up $11,764.09 or 1.81% from last July. Receipts from the 1/2 cent sales tax for the library addition and renovation are

$219,993.32. Year to date sales tax (1 1/2 cent) is up $454,163.73 or 7.12%. Included in the agenda packet is a sales tax comparison by month.

See Enclosure 21.

22. Consideration of Ordinance No. 5348 authorizing the sale of the city auditorium at 127 N. 1st Street to Young Men's Christian Association of Norfolk, Nebraska for the purchase price of $1.00. Ordinance No. 5348 was tabled at the June 15, 2015 City Council meeting; passed on first reading at the July 6, 2015 Special City Council meeting; and passed on second reading, as amended, at the July 20, 2015 City Council meeting. **Ordinance No. 5348**

Passage of the ordinance on first reading at the July 6, 2015 City Council meeting served as a declaration that the City Council is wanting to move forward with the transfer to the YMCA and directed staff to take steps necessary to address the details of a transfer of the auditorium. As a result of approval on second reading on July 20, the ordinance is now being considered on third and final reading.

See Enclosure 22.

23. Consideration of Resolution No. 2015-20 approving a hard surfacing waiver for Off Road Speedway, L.L.C at 2904 Old Highway 8. Resolution No. 2015-20 was tabled at the July 20, 2015 City Council meeting. **Resolution 2015-20**

The applicant is requesting the waiver for a 600 x 650 field that they use for parking. Crops were planted in the past but this year it is grass.

The applicants have hard surfaced the handicapped lots to the grandstand and the rest of the entry apron will be hard surfaced by the end of the month. They requested a ten year waiver, however the resolution is being changed to nine years so their waiver will expire at the same time as their Conditional Use Permits that were approved last year.

See Enclosure 23.

24. Consideration of Ordinance No. 5355 amending the fee schedule contained in Section 2-5 of the City Code to increase ambulance fees related to “assist only” calls; adjust sewer rates for residential, commercial, and industrial classifications by an average of 6% and adjust the minimum Special Waste fee; include reservation fees for stages at Central Park and Skyview Park; and include a mechanical permit fee for packaged terminal air conditioners with an operative date of September 1, 2015. Ordinance No. 5355 passed on first reading at the July 20, 2015 City Council meeting. **Ordinance No. 5355**

On June 23, the Public Works Subcommittee recommended to move forward with adjusting sewer rates for residential, commercial, and industrial user classifications by an average 6% effective September 1, 2015. Prior to the meeting, the Public Works Director and Wastewater Superintendent updated the sewer rate program (Spreadsheet) to project the next fiscal year capital projects, revenues, expenditures, and cash flow that results in a need for this rate increase to be spread among all residential, commercial, and industrial user classifications related to cost of services, because the existing rates are not adequate to sustain expenditures that will dip into reserves.

Average residential bimonthly rates will increase by about $1.99 and commercial by $5.88. In addition, the minimum Special Waste fee has been adjusted from $120.00 to $155.00 to reflect current disposal costs. Staff recommend approval of the rate increase.

See Enclosure 24.

25. Consideration of approval of the draft National Environmental Policy Act (NEPA) Categorical Exclusion (CE) for Federal Aid Recreation Trails Projects document for the Norfolk North Fork Riverfront Trail project including the closure and vacation of Nebraska Avenue from 1st Street to Oak Street. **Motion**

Staff recommends approval of the draft National Environmental Policy Act (NEPA) Categorical Exclusion (CE) for Federal Aid Recreation Trails Projects document for the Norfolk North Fork Riverfront Trail project including the closure and vacation of Nebraska Avenue from 1st Street to Oak Street. Furthermore, staff shall prepare the necessary documents to complete the closure of Nebraska Avenue for formal approval just prior to the closure of Nebraska Avenue.

Enclosed is a copy of the draft Categorical Exclusion NEPA document including a summary of all formal comments received regarding this project and the proposed responses to be provided by JEO.

See Enclosure 25.

26. Consideration of Resolution No. 2015-23 approving the final allocation of levy authority for the Norfolk Airport Authority for fiscal year 2015-2016 allowing the Norfolk Airport to levy a property tax of $448,064. **Resolution 2015-23**

Resolution No. 2015-23 approves the final allocation of levy authority for the Norfolk Airport Authority for fiscal year 2015-2016 of $448,064.

Included in the agenda packet is the July 13, 2015 resolution of the Norfolk Airport Authority requesting this property tax levy allocation of $448,064,

compared to $385,662 for fiscal year 2014-2015, an increase of $62,402. The increase is to fund debt service on the new hanger not covered by rents received on the new hanger.

Also included in the agenda packet is the Norfolk Airport Authority's budget.

See Enclosure 26.

27. Consideration of approval of Ordinance No. 5356 granting a franchise to PBN, LLC, to operate and maintain a cable television system in Norfolk. **Ordinance No. 5356**

An application from PBN, LLC, was received by the Norfolk City Clerk on May 26, 2015 requesting the grant of a cable television franchise to provide multichannel video and cable television services within the corporate limits of the City of Norfolk. Ordinance No. 5356 grants the requested franchise to operate and maintain a cable television system in Norfolk.

See Enclosure 27.

28. Consideration of approval of Ordinance No. 5357 adding a definition for Packaged Terminal Air Conditioner (PTAC) to Section 6-107 of the City Code (additions, insertions and changes to mechanical code). **Ordinance No. 5357**

This addition to City Code addresses PTAC which is a type of self-contained heating and air conditioning system unit commonly found in hotels, motels, senior housing facilities, hospitals, condominiums, apartments, add-on rooms, and sun rooms. This change will allow for a more reasonable calculation of permit fees.

See Enclosure 28.

CITY OF NORFOLK, NEBRASKA

The Mayor and City Council of the City of Norfolk, Nebraska met in regular session in the Council Chambers, 309 North 5th Street, Norfolk, Nebraska on the 20th day of July, 2015, 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: Corey Granquist, Jim Lange, Rob Merrill, Shane Clausen, Thad Murren, Josh Moenning, Dave Fauss, and Dick Pfeil. 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, Wastewater Plant Superintendent Todd Boling, Administrative Secretary Bethene Hoff, Water & Sewer Director Dennis Watts, Park Superintendent Pat Mrsny, Library Director Jessica Chamberlain, Assistant City Engineer Mark Dolechek, Communications Manager Diane Becker, and Building Official Steve Nordhues.

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

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

Consent Agenda Items Approved

Minutes of the July 6, 2015, City Council meeting

Minutes of the July 6, 2015, Special City Council meeting

Keno report for June 2015

Food & beverage and lodging occupation tax report for 2nd quarter 2015

Plans, specifications, and engineer's estimate on file in the City offices for Trails 2015-1 (Ta-Ha-Zouka loop) and Trails 2015-2 (Roundabout at Victory Road & East Norfolk Avenue) project and authorization for the City Clerk to advertise for bids

Sanitary Improvement District No. 1 of Stanton County (Woodland Park) Interlocal Agreement providing for sanitary sewer service

Resolution No. 2015-19 approving the acquisition of real property from James P. and Cheryl M. Murphy by Sanitary and Improvement District No. 1 of Stanton County, Nebraska, to be used for sanitary sewer improvements

Merit Mechanical, Inc. Change Order No. 1 for the Police Division HVAC Upgrades project resulting in a net increase of $8,905.00 and authorization for Mayor to execute a Certificate of Substantial Completion

Letter of no recommendation to the Nebraska Liquor Control Commission on the manager application for Renee L. Snider in connection with the Class D liquor license of Walgreen Company, dba Walgreens #04531, 1300 West Norfolk Avenue, Norfolk, Nebraska

Special Designated Liquor License for Hy-Vee, Inc., 5820 Westown Parkway, West Des Moines, Iowa (Hy-Vee West) to serve beer at Eagle Distributing of Norfolk, 2420 West Omaha Avenue, Norfolk, Nebraska on Friday, August 21, 2015, and Saturday, August 22, 2015, from 4:00 p.m. to 10:00 p.m. for sampling/tasting events

Special Designated Liquor License for Fine Wine, LLC, dba Jim's Fine Wine & More, 2001 Market Lane, to serve beer and wine at Creatively Fired Pottery To Paint, 1317 W Pasewalk Avenue, Norfolk, Nebraska on Tuesday, August 4, 2015 from 5:00 p.m. to 8:00 p.m. for a sampling/tasting event

Special Designated Liquor License for Fine Wine, LLC, dba Jim's Fine Wine & More, 2001 Market Lane, to serve beer and wine at Sacred Heart Parish, 2300 W Madison Avenue, Norfolk, Nebraska, on Sunday, September 13, 2015 from 12:00 p.m. to 11:00 p.m., for a sampling/tasting event

Mayor's reappointment of Russ Wilcox to the Norfolk Area Economic Development Council with a term expiring June 30, 2018

Letter to the Nebraska Department of Economic Development requesting a decrease in proposed accomplishments for grant #12-TFRH-5034 (Multi-Family Rental Rehabilitation) from seven units to six units

The Huse Publishing Company (a Nebraska Corporation) agreement to use Skyview Park for a Fit 'n Fun Family Festival event from 5:00 a.m. to 2:00 p.m. on Saturday, August 1, 2015

Mayor's reappointments of Tom Dover, Jr. and Kurt Bogner to the Library Advisory Board with terms expiring in July 2020

Mayor's appointment of Brandon Doke and the reappointments of Chad Barnhill and Steven McNally to the Vehicle Parking District Board with terms expiring in August 2018

Olsson Associates Letter Agreement Amendment No. 1 or engineering design services for reconstruction of the bridge, roadway improvements, and street scaping on Norfolk Avenue between 1st Street and Cottonwood Street and for design of a trail undercrossing of the proposed bridge for an amount not to exceed $295,500.00

Justice Data Solutions, Inc. agreement for the provision of an electronic data management system for the City Jail

Lutheran High School Association of Northeast Nebraska, Inc. (a Nebraska Nonprofit Corporation) agreement to use the cross country course in Skyview Park for practice and meets for the 2015 cross country season, from August 3, 2015 through October 23, 2015

Crafts, Inc. Change Order No. 1 for the administration building roof replacement project resulting in a net increase of $6,235.00

School District No. 2 of Madison County, Nebraska (also known as Norfolk Public Schools and a political subdivision of the State of Nebraska) agreement to use Memorial Field at Veterans Memorial Park to hold soccer practice, camps and games on dates and times approved by the City's park and building maintenance superintendent from July 20, 2015 through May 31, 2016

School District No. 2 of Madison County, Nebraska (also known as Norfolk Public Schools) agreement to use the cross country course in Skyview Park for practice and meets from July 20, 2015 through May 31, 2016

School District No. 2 of Madison County, Nebraska (also known as Norfolk Public Schools) agreement to use Memorial Field at Veterans Memorial Park to hold marching band practice, performances, and competition on dates and times approved by the City's park and building maintenance superintendent from July 20, 2015 through May 31, 2016

School District No. 2 of Madison County, Nebraska (also known as Norfolk Public Schools and a political subdivision of the State of Nebraska) agreement to use Ta-Ha-Zouka Park's softball facilities for softball season practice, games, and the annual invitational tournament from July 20, 2015 through May 31, 2016

School District No. 2 of Madison County, Nebraska (also known as Norfolk Public Schools and a political subdivision of the State of Nebraska) agreement to use the tennis facilities located at 4th Street and Elm Avenue and Central Park, for tennis camps, practice and competitions for their boys and girls 2015-16 tennis seasons from July 20, 2015 through May 31, 2016

School District No. 2 of Madison County, Nebraska (also known as Norfolk Public Schools and a political subdivision of the State of Nebraska) agreement to use the baseball fields at Veterans Memorial Park and Ta-Ha-Zouka Park for baseball practice and games for the 2016 baseball season from July 20, 2015 through May 31, 2016

School District No. 2 of Madison County, Nebraska (also known as Norfolk Public Schools and a political subdivision of the State of Nebraska) agreement to use Memorial Field at Veterans Memorial Park to hold football games, scrimmages, and practices from July 20, 2015 through May 31, 2016

Northeast Community College (a political subdivision of the State of Nebraska) agreement to use the soccer fields located in North Pine Park for practice from August 1, 2015 through April 30, 2016

Northeast Community College (a political subdivision of the State of Nebraska) agreement to use the soccer field in Veterans Memorial Park located at 1st Street and Grove Avenue to hold soccer games from July 20, 2015 through April 30, 2016

Bills in the amount of $1,521,500.69

Public Hearings and Related Items

Public Hearing
(CDBG extensions, 13-CR-007, 13-CR-107, 14-CR-007)

A public hearing was held to consider the Comprehensive Revitalization Community Development Block Grant projects to request a 12-month extension on 13-CR-007; a budget amendment on 13-CR-107; and a 12-month extension on 14-CR-007. Tom Higginbotham, Northeast Economic Development District Director, provided information to the Mayor and City Council. These are the 2nd required public hearing for the following Comprehensive Revitalization (CR) Community Development Block Grant (CDBG) projects:

- 13-CR-007 – The City of Norfolk was awarded $150,000 of CDBG funds for Phase I CR activities which originally included $40,500 for street improvements; $50,000 for single-family housing rental rehabilitation; $4,000 for housing management; $3,000 for lead based paint risk assessment/testing; $37,500 for commercial rehabilitation; and $15,000 for general administration of the project. The City is requesting a budget amendment reallocating $27,286 from single-family housing rental rehabilitation to single-family owner-occupied rehabilitation. To date all street improvements have been completed and one single-family housing rental unit has received rehabilitation. The total estimated project cost for all Phase I activities is $308,000. The City is also requesting a twelve month extension on the grant to allow for additional time completing the housing activities.

- 13-CR-107 – The City of Norfolk was awarded $417,900 of CDBG funds for Supplemental CR activities in the CR target area which originally included $384,500 for street improvements consisting of concrete removal and replacement including sidewalks and driveway on Prospect Avenue from 4th to 7th Streets and on 5th Street from Madison to Phillip Avenues; and $33,400 for general administration of the project. General administration costs were lower than anticipated and will total $9,700.00, therefore a budget amendment is being requested reallocating general administration funds of $23,700 to the streets activities. The city will provide an additional match of $11,850. The total estimated project cost is $640,700.

- 14-CR-007 – The City of Norfolk was awarded $150,000 of CDBG funds for Phase II CR activities in the CR target area which includes $81,000 for 12" water main reconstruction under Madison Avenue between 1st and 7th Streets; $50,000 for single-family housing rental rehabilitation; $4,000 for housing management; $3,000 for lead based paint risk assessment/testing; and $12,000 for general administration of the project. The City of Norfolk is providing a minimum of $81,000 in match funds toward the water main reconstruction. Originally, property owners participating in the housing rental rehabilitation program would have provided $50,000 in match funds toward the housing program; however, the City is requesting a budget amendment to reallocate $50,000 from single-family housing rental rehabilitation to single-family housing owner-occupied rehabilitation (OOR). The City's OOR program does not require a 1:1 match from the home owner; therefore a $50,000 match will come from the Norfolk Housing Agency's housing reuse program. The total estimated project cost for this phase remains at $281,000. The City is also requesting a twelve month extension on the grant to allow for additional time completing the housing activities.

These grants are available to local governments for community and economic development activities. The projects are benefiting at least 51% low-to-moderate income individuals. No persons have been or will be displaced as a result of the CDBG activities.

No one else appeared either in favor of or in opposition to proposed changes and the Mayor declared the hearing closed.

Grant #13-CR-007

Councilmember Merrill moved, seconded by Councilmember Lange, to approve the Mayor signing and forwarding a letter to the Nebraska Department of Economic Development requesting an amendment to grant #13-CR-007 to reallocate $27,286 from single-family housing rental rehabilitation to single-family housing owner-occupied rehabilitation.

Roll call: Ayes: Councilmembers Granquist, Lange, Merrill, Clausen, Murren, Moenning, Fauss and Pfeil. Nays: None. Absent: None. Motion carried.

Grant #13-CR-107

Councilmember Lange moved, seconded by Councilmember Granquist, to approve the Mayor signing and forwarding a letter to the Nebraska Department of Economic Development requesting a budget amendment to grant #14-CR-007 to reallocate $50,000 from single-family housing rental rehabilitation to single-family housing owner-occupied rehabilitation.

Roll call: Ayes: Councilmembers Granquist, Lange, Merrill, Clausen, Murren, Moenning, Fauss and Pfeil. Nays: None. Absent: None. Motion carried.

Grant #14-CR-007

Councilmember Merrill moved, seconded by Councilmember Murren, to approve the Mayor signing and forwarding a letter to the Nebraska Department of Economic Development requesting a budget amendment to grant #14-CR-007 to reallocate $50,000 from single-family housing rental rehabilitation to single-family housing owner-occupied rehabilitation.

Roll call: Ayes: Councilmembers Granquist, Lange, Merrill, Clausen, Murren, Moenning, Fauss and Pfeil. Nays: None. Absent: None. Motion carried.

Public Hearing
(Borgmann zone change, 105 S 13th St)

A public hearing was held to consider a zone change from C-1 (Local Business) to C-3 (Service Commercial) at 105 South 13th Street at the request of Charles and Lori Borgmann. Building Inspector Steve Nordhues provided information to the Mayor and City Council. The request is to bring the property into compliance with its use. The applicant has been operating a car lot on the property for ten years with a Conditional Use Permit. Over the past years, the properties to the northwest and north have been rezoned to C-3 and the property to the west is C-1. Borgmann requests the zone change to operate the car dealership without a Conditional Use Permit.

No one appeared either in favor of or in opposition to the zone change at 105 South 13th Street and the Mayor declared the hearing closed.

On July 7, 2015, the Norfolk Planning Commission held a public hearing on the zone change. The City Clerk read the Planning Commission's recommendation for approval into the record.

Ordinance No. 5353
(Borgmann zone change, 105 S 13th St)

Councilmember Lange introduced, seconded by Councilmember Merrill, Ordinance No. 5353 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 Granquist, Lange, Merrill, Clausen, Murren, Moenning, Fauss and Pfeil. Nays: None. Absent: None. Motion carried. Ordinance No. 5353 passed on first reading.

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

Roll call: Ayes: Councilmembers Granquist, Lange, Merrill, Clausen, Murren, Moenning, Fauss and Pfeil. 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 Fauss, 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. 5353 be passed and adopted?"

Roll call: Ayes: Councilmembers Granquist, Lange, Merrill, Clausen, Murren, Moenning, Fauss and Pfeil. 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. 5353 as required by law.

Public Hearing
(Off Road Speedway paving waiver, 2904 Old Highway 8)

A public hearing was held to consider a nine-year hard surfacing waiver at 2904 Old Highway 8 at the request of Off Road Speedway, L.L.C. City Administrator Shane Weidner provided information to the Mayor and City Council. The applicant is requesting the waiver for a 600 x 650 field that they use for parking. Crops were planted in the past but this year it is grass. The handicapped lots to the grandstand and the rest of the entry apron have been hard surfaced. The applicant requested a ten year waiver; however, the Planning Commission recommends a nine year which will then expire at the same time as their Conditional Use Permit that was approved in 2014.

Councilmember Lange questioned whether there is any plan for partial paving prior to the end of the nine years. Lange has concerns with a total waiver but suggested gravel or limestone can be used for dust control.

Councilmember Moenning feels the Conditional Use Permit requires paving so questioned why the waiver was requested. Moenning would like more clarification before voting on the waiver.

Kevin Signor said the cost to pave the entire parking lot, which is only used about fifteen times per year, is estimated at $1 million and there is no plan to pave that area. Signor said the area was seeded last fall and has a good stand of grass which works well for the parking.

Councilmember Clausen said the current vegetation keeps the dust down more than hard surfacing will.

On July 7, 2015, the Norfolk Planning Commission held a public hearing regarding the Off Road Speedway, LLC paving waiver at 2904 Old Highway 8. The City Clerk read the Planning Commission's recommendations for approval into the record.

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

Resolution No. 2015-20
(Off Road Speedway, L.L.C. paving waiver, 2904 Old Highway 8)

Councilmember Moenning moved, seconded by Councilmember Lange to table consideration of Resolution No. 2015-20 approving a nine-year hard surfacing waiver for Off Road Speedway, L.L.C. at 2904 Old Highway 8.

Roll call: Ayes: Councilmembers Lange, Merrill, Murren, Moenning, Fauss and Pfeil. Nays: Granquist and Clausen. Absent: None. Motion to table carried.

Regular Agenda Items

YMCA Real Estate Purchase Agreement

Councilmember Lange moved, seconded by Councilmember Merrill to approve a Real Estate Purchase Agreement to sell the city auditorium to the YMCA (less a 5 foot strip along south side of the property and a portion of the parking lot).

Chuck Frohberg, Don Zoubek and Brad Glaser spoke against selling the city auditorium.

Tom Haiar suggested auctioning the auditorium to the highest bidder.

Duane Goff spoke in favor of selling the city auditorium.

Roll call: Ayes: Councilmembers Granquist, Lange, Merrill, Clausen, Murren, Moenning, Fauss and Pfeil. Nays: None. Absent: None. Motion carried.

Ordinance No. 5348
(sale of property to YMCA, City Auditorium, 127 N 1st St)

Councilmember Moenning introduced, seconded by Councilmember Merrill, Ordinance No. 5348 entitled: AN ORDINANCE OF THE CITY OF NORFOLK, NEBRASKA, TO AUTHORIZE THE SALE OF CITY PROPERTY; TO PROVIDE THE TERMS OF SALE AND AUTHORIZE THE MAYOR TO EXECUTE AND DELIVER A QUITCLAIM DEED TO THE PROPERTY; TO PROVIDE FOR A REMONSTRANCE TO SAID SALE AS PROVIDED BY LAW; TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM and moved that the ordinance be passed on second reading. Said ordinance was then read into the record by title by the City Clerk.

Councilmember Merrill moved, seconded by Councilmember Moenning to amend Ordinance No. 5348 by using the legal description from the purchase agreement, as follows: *Lots 1 through 8, Block 6, Original Town of Norfolk, Madison County, Nebraska, LESS the West 58.5' thereof and LESS the South 5' thereof* (legal description is subject to completion of a lot boundary change) and by adding a picture of the property. The legal description includes a portion of the parking lot located west of the auditorium and parking on the south side of the auditorium.

Roll call on the amendment to Ordinance No. 5348: Ayes: Councilmembers Granquist, Lange, Merrill, Clausen, Murren, Moenning, Fauss and Pfeil. Nays: None. Absent: None. Motion carried.

Roll call on Ordinance No. 5348 on second reading, as amended: Ayes: Councilmembers Granquist, Lange, Merrill, Clausen, Murren, Moenning, Fauss and Pfeil. Nays: None. Absent: None. Motion carried. Ordinance No. 5348 passed on second reading as amended.

Ordinance No. 5349
(annexation, Walters' East Knolls Tenth)

Councilmember Lange introduced, seconded by Councilmember Granquist, Ordinance No. 5349 entitled: AN ORDINANCE OF THE CITY OF NORFOLK, NEBRASKA, TO ANNEX TO SAID CITY A PART OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 24, TOWNSHIP 24 NORTH, RANGE 1 WEST OF THE 6TH PRINCIPAL MERIDIAN, MADISON COUNTY, NEBRASKA. REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND TO PROVIDE THAT THIS ORDINANCE SHALL BE PUBLISHED IN PAMPHLET FORM and moved that the ordinance be passed on third reading. Said ordinance was then read into the record by title by the City Clerk.

Roll call: Ayes: Councilmembers Granquist, Lange, Merrill, Clausen, Murren, Moenning, Fauss and Pfeil. Nays: None. Absent: None. Motion carried. Ordinance No. 5349 passed on third reading.

Ordinance No. 5354
(Create Paving District No. 508, Westbrook Drive & Abbey Road)
(Walters' East Knolls 11th Addition)

Councilmember Lange introduced, seconded by Councilmember Merrill, Ordinance No. 5354 entitled: AN ORDINANCE CREATING PAVING DISTRICT NO. 508 IN THE CITY OF NORFOLK, NEBRASKA, ORDERING THE CONSTRUCTION OF STREET IMPROVEMENTS THEREIN AND ORDERING THE PUBLICATION OF THE 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 Granquist, Lange, Merrill, Clausen, Murren, Moenning, Fauss and Pfeil. Nays: None. Absent: None. Motion carried. Ordinance No. 5354 passed on first reading.

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

Roll call: Ayes: Councilmembers Granquist, Lange, Merrill, Clausen, Murren, Moenning, Fauss and Pfeil. 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 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. 5354 be passed and adopted?"

Roll call: Ayes: Councilmembers Granquist, Lange, Merrill, Clausen, Murren, Moenning, Fauss and Pfeil. 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. 5354 as required by law.

Plans, Specifications, and engineer's estimate for Paving District No. 508
(Walters' East Knolls 11th Addition)

Councilmember Merrill moved, seconded by Councilmember Granquist, approving the plans, specifications, and engineer's estimate on file in the City offices for Paving District No. 508 (Walters' East Knolls 11th Addition) project and authorizing the City Clerk to advertise for bids.

Roll call: Ayes: Councilmembers Granquist, Lange, Merrill, Clausen, Murren, Moenning, Fauss and Pfeil. Nays: None. Absent: None. Motion carried.

Ordinance No. 5355
(fee schedule amendment, City Code Section 2-5)

Councilmember Moenning introduced, seconded by Councilmember Murren, Ordinance No. 5355 entitled: AN ORDINANCE OF THE CITY OF NORFOLK, NEBRASKA TO AMEND SECTION 2-5 OF THE OFFICIAL CITY CODE TO INCREASE AMBULANCE FEES RELATED TO "ASSIST ONLY" CALLS; TO INCREASE SEWER RATES, TO INCLUDE RESERVATION FEES FOR STAGES AT CENTRAL PARK AND SKYVIEW PARK, TO INCLUDE A MECHANICAL PERMIT FEE FOR PACKAGED TERMINAL AIR CONDITIONER; TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM and moved that the ordinance be passed on first reading. Said ordinance was then read into the record by title by the City Clerk.

Roll call: Ayes: Councilmembers Granquist, Lange, Merrill, Clausen, Murren, Moenning, Fauss and Pfeil. Nays: None. Absent: None. Motion carried. Ordinance No. 5355 passed on first reading only.

There being no further business, the Mayor declared the meeting adjourned at 7:23 p.m.

_____
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, July 20, 2015, had and done by the Mayor and City Council; that all of the subjects included in the proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the Clerk; that such subjects were contained in said agenda for at least twenty-four hours prior to the meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

_____
Elizabeth A. Deck
City Clerk

(S E A L)

WORK SESSION
BUDGET REVIEW

The Mayor and City Council of the City of Norfolk, Nebraska, held a budget review work session in the Training Room, 309 North 5th Street, Norfolk, Nebraska, on Thursday, July 23, 2015, beginning at 1:30 p.m. to review the proposed FY 2015-2016 budgets.

Mayor Sue Fuchtman called the meeting to order.

Roll call found the following present: Mayor Sue Fuchtman and Councilmembers Fauss, Granquist, Lange**,** Merrill, Moenning, Murren, and Pfeil. Absent: Clausen.

Staff members present were City Administrator Shane Weidner, Public Works Director Dennis Smith, City Clerk Beth Deck, Finance Officer Randy Gates, Library Director Jessica Chamberlain, Assistant City Engineer Mark Dolechek, Human Resources Director Sheila Schukei, Recreation Coordinator Pat vonGlan, Risk Manager Lyle Lutt, Park Superintendent Pat Mrsny, Operations Manager Jim Dooley, Housing Director Gary Hilkemann and Economic Development Coordinator Courtney Dentlinger.

Media representatives present were: Paul Hughes, WJAG; and Chris Bowling.

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

The Mayor presided and the City Clerk recorded the proceedings.

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

Finance Officer Randy Gates explained that the City's match for pension increases from 6.5% to 7% as required by state statutes.

Park Division

Park Superintendent Pat Mrsny provided information to elected officials on the proposed Park Division budget and requested approval of the Level IV budget.

Councilmember Fauss moved, seconded by Councilmember Lange to approve Level IV of the Park Division budget as presented. Roll call: All Ayes. Nays: None. Absent: Clausen. Motion carried.

Street Division

Operations Manager Jim Dooley provided information to elected officials on the proposed Street Division budget and requested approval of the Level III budget.

Councilmember Merrill moved, seconded by Councilmember Murren to approve Level III of the Street Division budget as presented. Roll call: All Ayes. Nays: None. Absent: Clausen. Motion carried.

Library

Library Director Jessica Chamberlain provided information to elected officials on the proposed Library budget. All budget levels are the same for the Library.

Councilmember Lange moved, seconded by Councilmember Moenning to approve Level IV of the Library budget as presented. Roll call: All Ayes. Nays: None. Absent: Clausen. Motion carried.

Councilmember Lange left the meeting at 2:48 p.m.

Recreation

Recreation Coordinator Pat vonGlan provided information to elected officials on the proposed Recreation budget.

Councilmember Merrill moved, seconded by Councilmember Fauss to approve the proposed Recreation budget as presented. Roll call: All Ayes. Nays: None. Absent: Clausen and Lange. Motion carried.

Group Insurance

Human Resources Director Sheila Schukei provided information to elected officials on the proposed Group Insurance budget.

Councilmember Merrill moved, seconded by Councilmember Pfeil to approve the Group Insurance budget as presented. Roll call: All Ayes. Nays: None. Absent: Clausen and Lange. Motion carried.

Housing Division

Housing Director Gary Hilkemann provided information to elected officials on the proposed Housing Division budget and requested approval of the Level III budget.

Councilmember Murren moved, seconded by Councilmember Granquist to approve the Level III Housing Division budget as presented. Roll call: All Ayes. Nays: None. Absent: Clausen and Lange. Motion carried.

Community Development Block Grant (CDBG)

Senior Accountant Sheila Rios provided information to elected officials on the proposed CDBG budget. Staff request approval of the budget with the addition of $500,000 to the beginning fund balance and $500,000 to Line Item 39, Other Community & Economic Development Expenditures for the Meadow Ridge Partners loan payoff.

Councilmember Moenning moved, seconded by Councilmember Murren to approve the CDBG budget with the addition of $500,000 to the beginning fund balance and $500,000 to Line Item 39, Other Community & Economic Development Expenditures, for the Meadow Ridge Partners loan payoff. Roll call: All Ayes. Nays: None. Absent: Clausen and Lange. Motion carried.

Engineering

Assistant City Engineer Mark Dolechek provided information to elected officials on the proposed Engineering budget and requested approval of the Level IV budget.

Councilmember Merrill moved, seconded by Councilmember Murren to approve the Level IV Engineering budget as presented. Roll call: All Ayes. Nays: None. Absent: Clausen and Lange. Motion carried.

Councilmember Lange returned to the meeting at 3:27 p.m.

Storm Water Management

Assistant City Engineer Mark Dolechek provided information to elected officials on the proposed Storm Water Management budget.

Councilmember Granquist moved, seconded by Councilmember Fauss to approve the Storm Water Management budget as presented. Roll call: All Ayes. Nays: None. Absent: Clausen. Motion carried.

City Highway Allocation Fund (CHAF)

Public Works Director Dennis Smith provided information to elected officials on the proposed City Highway Allocation Fund.

Councilmember Merrill moved, seconded by Councilmember Lange to approve the CHAF budget as presented. Roll call: All Ayes. Nays: None. Absent: Clausen. Motion carried.

LB 840 Fund

Economic Development Director Courtney Dentlinger provided information to elected officials on the proposed LB 840 Fund.

Councilmember Lange moved, seconded by Councilmember Moenning to approve the LB 840 Fund budget as presented. Roll call: All Ayes. Nays: None. Absent: Clausen. Motion carried.

Economic Development Fund

Economic Development Director Courtney Dentlinger provided information to elected officials on the proposed Economic Development Fund.

Councilmember Moenning moved, seconded by Councilmember Merrill to approve the Economic Development Fund budget as presented. Roll call: All Ayes. Nays: None. Absent: Clausen. Motion carried.

There being no further discussion, the Mayor adjourned the meeting at 3:54 p.m.

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Sue Fuchtman
Mayor

ATTEST:

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Elizabeth A. Deck
City Clerk

(S E A L)

WORK SESSION
BUDGET REVIEW

The City Council of the City of Norfolk, Nebraska, held a budget review work session in the Training Room, 309 North 5th Street, Norfolk, Nebraska, on Friday, July 24, 2015, beginning at 8:00 a.m. to review the proposed FY 2015-2016 budgets.

In the absence of Mayor Sue Fuchtman, Council President Jim Lange called the meeting to order.

Roll call found the following present: Councilmembers Fauss, Granquist, Lange**,** Merrill, Moenning (9:09 a.m.), Murren, and Pfeil. Absent: Clausen and Fuchtman.

Staff members present were City Administrator Shane Weidner, Public Works Director Dennis Smith, City Clerk Beth Deck, Finance Officer Randy Gates, Risk Manager Lyle Lutt, Wastewater Plant Superintendent Todd Boling, Solid Waste Manager Rob Mercer, Senior Accountant Sheila Rios, Police Chief Bill Mizner, and Police Captain Mike Bauer.

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

The Council President presided and the City Clerk recorded the proceedings.

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

Solid Waste Revenue and Operations

Public Works Director Dennis Smith provided information to elected officials on the proposed Solid Waste Revenue budget. Solid Waste Supervisor Rob Mercer provided information on the proposed Solid Waste expenditure budget and requested approval of the Level III budget.

Councilmember Merrill moved, seconded by Councilmember Fauss to approve the FY 2015-2016 Solid Waste Revenues and Level III of the Solid Waste Operations budget as presented. Roll call: All Ayes. Nays: None. Absent: Clausen, Moenning and Mayor Fuchtman. Motion carried.

Sewer Revenue

Public Works Director Dennis Smith provided information to elected officials on the proposed Sewer Revenues for FY 2015-2016.

Councilmember Fauss moved, seconded by Councilmember Merrill to approve the FY 2015-2016 Sewer Revenues budget as presented. Roll call: All Ayes. Nays: None. Absent: Clausen, Moenning and Mayor Fuchtman. Motion carried.

Water Pollution Control (WPC)

Wastewater Plant Superintendent Todd Boling provided information to elected officials on the proposed WPC budget and requested approval of the Level III budget.

Councilmember Fauss moved, seconded by Councilmember Merrill to approve the Water Pollution Control budget as presented. Roll call: All Ayes. Nays: None. Absent: Clausen, Moenning and Mayor Fuchtman. Motion carried.

Sewer Maintenance

Water & Sewer Director Dennis Watts provided information to elected officials on the proposed Sewer Maintenance budget and requested approval of Level III with the addition of $7,500, pictometry aerial photography, from Line Item 68 in Level IV.

Councilmember Fauss moved, seconded by Councilmember Merrill to approve Level III of the Sewer Maintenance budget with the addition of $7,500, pictometry aerial photography, from Line Item 68 in Level IV. Roll call: All Ayes. Nays: None. Absent: Clausen, Moenning and Mayor Fuchtman. Motion carried.

Water Revenue

Public Works Director Dennis Smith provided information to elected officials on the proposed Water Revenue for FY 2015-2016.

Councilmember Moenning arrived at 9:09 a.m.

Water Maintenance

Water & Sewer Director Dennis Watts provided information to elected officials on the proposed Water Maintenance budget and requested approval of the Level III of the Water Maintenance budget with the addition of $7,500, pictometry aerial photography, from Line Item 68 in Level IV.

Councilmember Merrill moved, seconded by Councilmember Fauss to approve the Water Revenues and Level III of the Water Maintenance budget with the addition of $7,500, pictometry aerial photography, from Line Item 68 in Level IV. Roll call: All Ayes. Nays: None. Absent: Clausen and Mayor Fuchtman. Motion carried.

911 and Wireless 911

Police Chief Bill Mizner provided information to elected officials on the proposed 911 and Wireless 911 budgets.

Councilmember Merrill moved, seconded by Councilmember Murren to approve the 911 and Wireless 911 budgets as presented. Roll call: All Ayes. Nays: None. Absent: Clausen and Mayor Fuchtman. Motion carried.

Police Division

Police Chief Bill Mizner provided information to elected officials on the proposed Police Division budget and requested approval of the Level III budget.

Councilmember Fauss moved, seconded by Councilmember Granquist to approve Level III of the Police Division budget as presented. Roll call: All Ayes. Nays: None. Absent: Clausen and Mayor Fuchtman. Motion carried.

Specialized Narcotics Abuse Reduction Effort Fund SNARE

Police Chief Bill Mizner provided information to elected officials on the proposed SNARE budget.

Councilmember Murren moved, seconded by Councilmember Fauss to approve the SNARE budget as presented. Roll call: All Ayes. Nays: None. Absent: Clausen and Mayor Fuchtman. Motion carried.

Vehicle Parking District (VPD)

Connie Geary, Vehicle Parking District, provided information to elected officials on the proposed Vehicle Parking District budget.

Councilmember Fauss moved, seconded by Councilmember Moenning to approve the Vehicle Parking District budget as presented. Roll call: All Ayes. Nays: None. Absent: Clausen and Mayor Fuchtman. Motion carried.

Councilmember Fauss moved, seconded by Councilmember Merrill to adjourn the meeting at 10:25 a.m. Roll call: All Ayes. Nays: None. Absent: Clausen and Mayor Fuchtman. Motion carried.

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Sue Fuchtman
Mayor

ATTEST:

_____
Elizabeth A. Deck
City Clerk

(S E A L)

WORK SESSION
BUDGET REVIEW

The Mayor and City Council of the City of Norfolk, Nebraska, held a budget review work session in the Training Room, 309 North 5th Street, Norfolk, Nebraska, on Monday, July 27, 2015, beginning at 5:30 p.m. to review the proposed FY 2015-2016 budgets.

Mayor Sue Fuchtman called the meeting to order.

Roll call found the following present: Councilmembers Fauss (6:25 p.m.), Granquist, Lange, Merrill, Moenning (5:35 p.m.), Murren, Pfeil and Fuchtman. Absent: Clausen.

Staff members present were City Administrator Shane Weidner, Public Works Director Dennis Smith, City Clerk Beth Deck, Finance Officer Randy Gates, Risk Manager Lyle Lutt, Senior Accountant Sheila Rios, Information Systems Manager Jim McKenzie and Fire Chief Scott Cordes.

Also present were Jerome Bahm, Terri Wachter and Dan Geary with the Airport Authority. The media was represented by Susan Risinger, WJAG/KEXL.

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

The Mayor presided and the City Clerk recorded the proceedings.

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

Councilmember Lange excused himself from the meeting “because of a contract received that may be viewed as a conflict of interest” regarding the Airport Authority budget.

Norfolk Airport Authority

Jerome Bahm, Dan Geary and Terri Wachter provided information to elected officials regarding the Airport Authority budget. The property tax request for 2015-2016 is $448,064.

Expenditures include 8-bay hangar, $603,509; hangar taxiway, $367,630; and electrical rework, $35,000. Anticipated fuel sales are estimated at 10% more than actuals from the previous year. Bahm said electricity increased 72.84% because Nebraska Public Power District (NPPD) is changing the rate from municipal to commercial until different meters and electrical transformers are installed.

Smith said the NPPD rate increase is probably correct since commercial rates are about 70% higher outside the city limits and about 80% higher inside the city limits than the municipal rate.

Weidner questioned if the Airport Authority plans to separate the meters or charge a fixed fee.

Wachter suggests hangars be charged a flat fee when leases renew January 2016.

Geary said the airport electrical system needs a lot of work and the $35,000 budgeted will start the rework project. Geary said the main line running to the airport is owned by the City and if a separate meter is necessary, another line needs to run to Highway 81 to get power. Geary received a total estimate of $150,000 from NPPD for electrical rework on the airport property and the "$35,000 in the budget is to get started." Geary would like to work with NPPD to put the line underground at the same time NPPD is doing work on the new hangar. Geary also stated "if the commercial rate isn't much different, why spend the money on infrastructure to separate it, why not just stay on the municipal rate?" Geary doesn't know how far the line can be laid for $35,000, how long it will take or how much money it will cost.

Geary said NPPD told the Airport Authority that renting hangars should be charged the commercial rate and not the municipal rate. The electrical work may need to be accelerated if the NPPD rates do increase as projected in the budget.

Granquist requested the basis for the $35,000 expenditure.

Wachter said NPPD estimated a cost of $40,000 to put in the new service to the east hangar.

Weidner and Merrill questioned whether the $35,000 will allow for separation of Barnstormers Restaurant. Merrill understood the lease with Barnstormers required the separation of electricity for the restaurant.

Geary said none of the $35,000 allows for separation of Barnstormers Restaurant and "I would hate to spend the money to do it." Geary said that neither Barnstormers nor Geary knew that, in order to separate the electric, a power line needs to go all the way to Highway 81. Barnstormers were one-half to three-quarters of the way done with construction when "they came to us and said we don't have money in our budget to build a power line" all the way to Highway 81 and so "we worked out what we did" and had a separate meter installed. No one worried about it and "we thought it was fine." Geary said, "we thought it was legal if you didn't mark up the cost."

Wachter said there is a separate meter for Barnstormers and the amount gets billed to them.

Weidner asked whether the electrical rework plan is going to fix the problems for Barnstormers or the entire airport property.

Geary said the $35,000 is a start and then another $35,000 over the next three to five years until the problem is fixed for the entire airport property. Geary and Wachter don't know for sure how much money is needed and how long the electrical rework project will take.

Geary said that hangars don't qualify for a municipal electric rate and, therefore, the hangars need to be put on a separate meter, but not eight (8) separate meters, to pay the commercial rate.

Granquist said something still needs to be done with Barnstormers to get back to the municipal rate and questioned when and how that will occur. The lease required Barnstormers to pay for the line. Separating Barnstormers is in the airport's best interest.

Merrill questioned how elected officials can explain to taxpayers the $35,000 expenditure when the Airport Authority staff doesn't know where the money is going and questioned whether "it has been delineated what needs to happen over the next 3-5 years."

Geary said the $35,000 in this year's budget is going to "extend from the new hangar as far as I can go towards the airport to get rid of these overhead poles and get this into an underground line." Geary wants to do the first part of the project in conjunction with the new hangar project to reduce costs.

Merrill questioned whether the new electrical line will allow the airport to sell power at the proper rate to all of the hangars.

Geary said the $150,000 is to take care of everything and refeeds the old terminal building as well.

Weidner said that once the decision is made to refeed the old terminal building on taxpayer's dollars, then more questions arise, especially when there is a lease that says that Barnstormers was supposed to run the electrical line.

Geary is "not sure how long the current tenant is going to be there" and, therefore, Geary doesn't "feel like spending $35,000 to get a separate meter and a month later we don't have a tenant." However, it needs to be done to be able to rent out the building. Geary feels the money "is better spent down here when we are working rather than go and build a line for the terminal building."

Moenning is comfortable with the project since NPPD provided the $150,000 estimate.

Merrill questioned the airport hangar rate study and feels the hangar rents are about 50% less than they should be.

Geary said that if the elected officials "feel hangar rates should be raised then it needs to be done." Geary feels increasing hangar rates may reduce airport revenue. Geary suggested reviewing the hangar rent study with Merrill.

Merrill feels Norfolk taxpayers are subsidizing hangar rents and would like to review the study with Geary.

Moenning suggesting a subcommittee meeting to discuss hangar rents.

Councilmember Moenning moved, seconded by Councilmember Merrill to approve the Airport Authority budget as presented. Roll call: All Ayes. Nays: None. Absent: Clausen, Fauss and Lange. Motion carried.

Councilmember Fauss arrived at the meeting at 6:25 p.m. and Councilmember Lange came back into the meeting at 6:25 p.m.

General Fund Revenues

Finance Officer Randy Gates provided information to elected officials on the proposed General fund Revenues for FY 2015-2016. The property tax rate remains at 24.67 cents per $100 valuation but property taxes increase 4.76% due to an estimated 3.5% increase in assessed valuations. Staff requests approval of the Level IV General Fund budget.

Councilmember Merrill moved, seconded by Councilmember Fauss to approve Level IV of the General Fund budget as presented. Roll call: All Ayes. Nays: None. Absent: Clausen. Motion carried.

Administration

City Clerk Beth Deck, Finance Officer Randy Gates and Senior Accountant Sheila Rios provided information to elected officials on the proposed Administration budget and requested approval of the Level III budget with the additions of Level IV items as follows: Norfolk 150th Celebration, $40,000; Pictometry Aerial Photography, $15,000; and Workforce Collaboration, $20,000 from Line Item 68; and Property Tax to Capital Projects Fund, additional $31,000 (to be used for street patching).

Councilmember Fauss moved, seconded by Councilmember Lange to approve the Level III Administration budget with the additions of Level IV items as follows: Norfolk 150th Celebration, $40,000; Pictometry Aerial Photography, $15,000; and Workforce Collaboration, $20,000 from Line Item 68; and Property Tax to Capital Projects Fund, additional $31,000 (to be used for street patching). Roll call: All Ayes. Nays: None. Absent: Clausen. Motion carried.

Fire Division

Fire Chief Scott Cordes provided information to elected officials on the proposed Fire Division budget and requested approval of the Level III budget. Cordes addressed some concern with emergency response staffing levels and explained the Level IV budget contains funding for three additional staff. Cordes has concerns with the amount of time the fire station sits empty because of back-to-back calls and said staffing levels may need to increase in the future to manage that risk.

Councilmember Fauss moved, seconded by Councilmember Merrill to approve Level III of the Fire Division budget. Roll call: All Ayes. Nays: None. Absent: Clausen. Motion carried.

Region 11

Fire Chief Scott Cordes provided information to elected officials on the proposed Region 11 budget and requested approval of the budget with the following updated funding levels for Other Intergovernmental Funding: Antelope County, $18,795; Madison County, $21,614; and Pierce County, $15,975.

Councilmember Fauss moved, seconded by Councilmember Merrill to approve the Region 11 budget as presented with the updated funding levels for Other Intergovernmental Funding: Antelope County, $18,795; Madison County, $21,614; and Pierce County, $15,975. Roll call: All Ayes. Nays: None. Absent: Clausen. Motion carried.

Debt Service

Senior Accountant Sheila Rios provided information to elected officials on the proposed Debt Service budget.

Councilmember Fauss moved, seconded by Councilmember Merrill to approve the Debt Service budget as presented. Roll call: All Ayes. Nays: None. Absent: Clausen. Motion carried.

Special Assessments

Senior Accountant Sheila Rios provided information to elected officials on the proposed Special Assessments budget.

Councilmember Fauss moved, seconded by Councilmember Granquist to approve the Special Assessments budget as presented. Roll call: All Ayes. Nays: None. Absent: Clausen. Motion carried.

Capital Projects

Senior Accountant Sheila Rios provided information to elected officials on the proposed Capital Projects budget and reviewed items in the capital improvement program.

Councilmember Lange moved, seconded by Councilmember Moenning to approve the Capital Projects budget as presented. Roll call: All Ayes. Nays: None. Absent: Clausen. Motion carried.

Councilmember Merrill moved, seconded by Councilmember Moenning to adjourn the meeting at 7:45 p.m. Roll call: All Ayes. Nays: None. Absent: Clausen. Motion carried.

_____
Sue Fuchtman
Mayor

ATTEST:

_____
Elizabeth A. Deck
City Clerk

(S E A L)

CITY OF NORFOLK

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

NOTE: As an applicant for a City Board, Commission or Committee, your name, address, and phone number will be available to the press and the public. You will be contacted before any action is taken on your appointment. Incumbents whose term expires are automatically considered for reappointment unless they indicate non-interest.

(Please type or print clearly) DATE: 7-14-15

NAME: Carol M. Svendsen TELEPHONE: 402-640-8465 (H)

ADDRESS: 1121 McIntosh Rd. #105 (O)

E-MAIL ADDRESS: NONE

OCCUPATION: Front Desk Clerk - Rodeway Inn
(If retired, please indicate former occupation or profession.)

EDUCATION: ~~BS~~ BFAE

PROFESSION AND/OR COMMUNITY ACTIVITIES:

Please return this form to:

Office of the Mayor
309 N 5th St
Norfolk, NE 68701

I am interested in serving on the:
(Please Check)

( ) Board of Zoning Adjustment
( ) Building Code of Appeals/Property Maintenance Board of Appeals
( ) Business Improvement District
( ) Civil Service Commission
( ) Edward I. Vrzal Award Committee
(✓) Housing Authority Board
( ) Library Advisory Board
( ) Planning Commission
( ) Plumbing Board
( ) Property Tax Compliance and Review & 5% LID Committee
( ) Tree Advisory Board

Carol M. Svendsen
(Signature of Applicant)

Rev 2012-04

Proposal For : City of Norfolk
Effective Date: 10/01/2015

COVERAGE	LIMITS AND APPLICABLE DEDUCTIBLES	CONTRIBUTION
Workers' Compensation	Statutory Limits $500,000 Employers Liability	$287,410
General Liability	$5,000,000/$5,000,000 Per Occurrence/Aggregate $25,000 Deductible	$118,672
Errors & Omissions	$5,000,000/$5,000,000 Per Occurrence/Aggregate $25,000 Deductible	$10,711
Law Enforcement Liability	$5,000,000/$5,000,000 Per Occurrence/Aggregate $25,000 Deductible	$14,635
Auto Liability	$5,000,000 Combined Single Limit $25,000 Deductible	$16,350
Auto Physical Damage	96 Vehicle(s) $ Varies on Deductible	$68,400
Commercial Property	$106,265,762 $25,000 Deductible	$228,272
TOTAL ANNUAL CONTRIBUTION:		$744,449

Contribution Credit Options

	180 Day Notice, 3 Year Commitment	180 Day Notice, 2 Year Commitment	180 Day Notice Only	90 Day Notice, 3 Year Commitment	90 Day Notice, 2 Year Commitment	90 Day Notice Only
Commitment Discount :	5%	4%	2%	2%	1%	0%
Property & Liability :	$434,187.39	$438,757.79	$447,898.57	$447,898.57	$452,468.97	$457,039.36
Workers' Compensation :	$273,039.40	$275,913.50	$281,661.70	$281,661.70	$284,535.80	$287,409.90
Total Contributions :	$707,226.79	$714,671.29	$729,560.27	$729,560.27	$737,004.76	$744,449.26

RESOLUTION NO. 2015 - 21

WHEREAS, the City of Norfolk is a member of the League Association of Risk Management (LARM); and

WHEREAS, Section 8.10 of the Interlocal Agreement for the Establishment and Operation of the League Association of Risk Management provides that a member may voluntarily terminate its participation in LARM by written notice of termination given to LARM and the Director of Insurance at least 90 days prior to the termination date and that members may agree to provide the termination notice more than 90 days in advance of termination in order to realize reduced excess coverage costs, stability of contribution rates and efficiency in operation of LARM; and

WHEREAS, the City Council of the City of Norfolk has, by Resolution No. 2014-35 committed to LARM participation until September 30, 2017; and

WHEREAS, the Board of Directors of LARM has adopted a plan to provide a five percent (5%) participation discount for members upon extending the member's existing commitment for participation in LARM for an additional period of one (1) year; and

WHEREAS, the City of Norfolk is desirous of earning available participation discounts.

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

BE IT RESOLVED by the Mayor and City Council of the City of Norfolk, Nebraska that the City of Norfolk agrees to:

(1) Extend its termination date for participation in LARM from September 30, 2017 to September 30, 2018; and

(2) Provide at least 180 days written notice of any intent not to extend LARM membership beyond the September 30, 2018 termination date.

PASSED AND APPROVED this _____ day of _____, 2015.

ATTEST

_____ _____

City Clerk Chairman

(SEAL)

Approved as to form: _____

City Attorney

AGREEMENT

This Agreement is made and entered into on this 3rd day of August, 2015, by and between the City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as "CITY", and Elkhorn Construction Co., a Nebraska Corporation, hereinafter referred to as "ELKHORN CONSTRUCTION", WITNESSETH:

WHEREAS, CITY is extending its sanitary sewer over property in Sanitary Sewer Extension District No. 247 which is located within CITY's extraterritorial zoning jurisdiction adjacent to the city limits of Norfolk, Madison County, Nebraska; and

WHEREAS, CITY has contracted for said sanitary sewer extension work and said sanitary sewer installation has commenced; and

WHEREAS, a traffic detour has become necessary due to construction work being done on Bonita Drive and additional traffic detours will be necessary as construction proceeds; and

WHEREAS, the existing and planned traffic detour traverses over property owned by ELKHORN CONSTRUCTION and is depicted along with the area where sewer construction on ELKHORN CONSTRUCTION property is to occur as the hatched portion on the attached Exhibit "A"; and

WHEREAS, ELKHORN CONSTRUCTION is willing to allow a portion of its real property to be utilized for traffic detours while CITY's contractor is doing construction work on the sanitary sewer; and

WHEREAS, on July 27, 2015, City Administrator Shane Weidner on behalf of CITY and Paul Medelman on behalf of ELKHORN CONSTRUCTION entered into an Agreement wherein ELKHORN CONSTRUCTION allowed CITY to utilize a portion of ELKHORN CONSTRUCTION's property for a public traffic detour while the sanitary sewer is being constructed; and

WHEREAS, the parties desire to enter into this Agreement which will supersede the July 27, 2015 Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the parties hereto agree as follows:

1. This Agreement supersedes the July 27, 2015 Agreement entered into by City Administrator Shane Weidner on behalf of CITY and Paul Medelman on behalf of ELKHORN CONSTRUCTION.

2. ELKHORN CONSTRUCTION hereby allows CITY to utilize a portion of ELKHORN CONSTRUCTION's real property which is depicted as the hatched portion on the

attached Exhibit "A" for a public traffic detour while the sanitary sewer extension is being constructed.

3. CITY agrees to save, hold harmless, indemnify and defend ELKHORN CONSTRUCTION, its agents and employees from any loss or damage or claim of loss by any third party that results from utilization of the public traffic detour provided for in this Agreement.

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

CITY OF NORFOLK, NEBRASKA,
A Municipal Corporation

By_____
Sue Fuchtman, Mayor

ATTEST:

_____
Elizabeth A. Deck, City Clerk

Approved as to Form: _____
Clint Schukei, City Attorney

ELKHORN CONSTRUCTION CO.,
A Nebraska Corporation

By_____
Paul Medelman, President

EXHIBIT “A”

BONITA DRIVE
US HIGHWAY 81
DETOUR and/or CONSTRUCTION ROUTE
N
EXHIBIT 'A'
SHERWOOD ROAD

LETTER AGREEMENT FOR
PROFESSIONAL SERVICES

July 28, 2015

Mayor and City Council
City of Norfolk
127 North 1st Street
Norfolk, NE 68701-4199

Re: **AGREEMENT FOR PROFESSIONAL SERVICES**
WPC – INFLUENT PUMP IMPROVEMENTS "PROJECT"
NORFOLK, NEBRASKA

Dear Mayor and City Council:

It is our understanding that the City of Norfolk, Nebraska (CLIENT") requests Olsson Associates ("OLSSON") to perform the following services pursuant to the terms of this Letter Agreement, OLSSON's General Provisions and any exhibits attached thereto (hereinafter "the Agreement") for the Project.

1. OLSSON has acquainted itself with the information provided by CLIENT relative to the Project and the CLIENT warrants that it is either the legal owner of the property to be improved by this Project or that CLIENT is acting as the duly authorized agent of the legal owner of such property. CLIENT acknowledges that it has reviewed the General Provisions (and any exhibits attached thereto), which are expressly made a part of and incorporated into this Agreement by this reference. In the event of any conflict or inconsistency between this Agreement and the General Provisions regarding the services to be performed by OLSSON, the requirements of this Agreement shall take precedence.

2. OLSSON shall provide CLIENT all Basic Services for the Project as more specifically described in Exhibit A hereto. Should CLIENT request work not described and included in the Description of Basic Services, such as Additional Services, OLSSON shall invoice CLIENT for such services on the basis of Salary Costs times a factor of 3.085 for services rendered by our principals and employees engaged directly on the Project plus Reimbursable Expenses, unless otherwise agreed to by both parties. OLSSON shall not commence work on Additional Services without CLIENT's prior approval in writing.

OLSSON agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

3. Unless otherwise agreed, OLSSON would expect to begin performing its services under this Agreement promptly upon your signing.

Anticipated Start Date: August 15, 2015

Anticipated Design Completion Date: February 15, 2016

COMPENSATION

4. For Phase 200, 400, 500, 600, 620, and 660 services, CLIENT shall pay to OLSSON for the performance of Services on a lump sum basis as follows:

Phase 200 – Option Evaluation	$ 6,843.00
Phase 400 – Equipment Pre-selection	$ 5,542.00
Phase 500 – Design Phase Services	$20,635.00
Phase 600 – Bid Phase Services	$ 5,736.00
Phase 620 – Contract Administration Services	$ 4,108.00
Phase 660 – Project Close Out Services	$ 4,152.00

REIMBURSABLE EXPENSE: OLSSON's reimbursable expenses for this Project are included in the fixed fee set forth in Paragraph 4 above.

For Phase 640 – Construction Phase Services, CLIENT shall pay to OLSSON for the performance of the Basic Services the actual time of personnel performing such Services on the basis of Salary Costs times a factor of 3.085 for services rendered by our principals and employees engaged directly on the Project, plus Reimbursable Expenses, unless otherwise agreed to by both parties. Reimbursable expenses will be invoiced in accordance with the Schedule contained in the General Provisions attached to this Letter Agreement. OLSSON's Basic Services for design staff field visits will be provided on a time and expense basis not to exceed $3,447.00.

These financial arrangements are proposed with the assumption That Olsson's bills will be paid promptly and the Project will progress orderly and continuously. CLIENT agrees to pay OLSSON the amounts due for services rendered and expenses incurred pursuant to the terms of this Agreement within thirty (30) days after Olsson has provided its invoice for such services. In the event CLIENT disputes any invoice item, CLIENT shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If CLIENT fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in CLIENT's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

TERMS AND CONDITIONS OF SERVICE

~~5. We have discussed with you the risks, rewards and benefits of the Project and our fees for services. The risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, OLSSON's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through us under this Agreement, shall not exceed the total amount of insurance requirements of $1,000,000.00 each occurrence and $2,000,000.00 aggregate. CLIENT acknowledges that such causes include, but are not limited to, OLSSON's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.~~

6. The Agreement represents the entire understanding between CLIENT and OLSSON with respect to the Project and may only be modified in writing signed by both parties.

7. If this proposal satisfactorily sets forth your understanding of our agreement, please sign the Letter Agreement in the space provided (indicating CLIENT's designated Project representative if different from the party signing the Agreement). Retain a copy for your files and return an executed original to OLSSON. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

8. By signing below, you acknowledge that you have full authority to bind CLIENT to this agreement.

OLSSON ASSOCIATES

By _____
Michael Milius, Project Manager

By _____
Kevin Waldron, Team Leader

If you are in agreement with the preceding proposal, please sign:

CITY OF NORFOLK, NEBRASKA

By _____
Hon. Sue Fuchtman, Mayor

Approved as to Legal Form

By _____
Clint Schukei, Attorney

Attest:

By _____
Elizabeth Deck, City Clerk

cc: General Provisions
Exhibit A – Scope of Services
Exhibit B – RPR Duties

GENERAL PROVISIONS

These General Provisions are attached to and made a part of a LETTER AGREEMENT, dated July 28, 2015 between the City of Norfolk, Nebraska (CLIENT) and Olsson Associates (OA) for professional services in connection with the WPC – Influent Pump Improvements, Norfolk, Nebraska (hereinafter called the "Project").

SECTION 1—OA's BASIC SERVICES

See Exhibit "A", attached.

SECTION 2—ADDITIONAL SERVICES OF OA

2.1 Unless otherwise expressly included, OA's normal and customary engineering services described here or in the LETTER AGREEMENT do not include the following categories of work which shall be referred to as Additional Services.

2.2. If CLIENT and OA mutually agree to perform any of the following Additional Services, CLIENT will provide written approval of the agreed upon scope of services, and OA shall perform or obtain from others such services and will be paid therefore as provided in the LETTER AGREEMENT. EITHER CLIENT or OA may elect not to perform all or any of the following Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project in addition to those required under Basic Services; preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from significant changes in the general scope, extent or character of the Project or major changes in documentation previously accepted by CLIENT where changes are due to causes beyond OA's control.

2.2.4 Providing renderings or models.

2.2.5 Preparing documents for alternate bids requested by CLIENT for work which is not executed or for out-of-sequence work.

2.2.6 Detailed consideration of operations, maintenance and overhead expenses; value engineering and the preparation of rate schedules, earnings and expense statements, cash flow and economic evaluations, feasibility studies, appraisals and valuations.

2.2.7 Furnishing the services of independent professional associates or consultants for work other than Basic Services.

2.2.8 If OA's compensation for Basic Services is not on the basis of Direct Labor or Salary Costs, Additional Services shall include services necessary due to the Client's award of more than one prime contract for the Project, services necessary due to the construction contract containing cost plus or incentive-savings provisions, services necessary in order to arrange for performance by persons other than the prime contractor and those services necessary to administer CLIENT's contract(s).

2.2.9 Services in connection with staking out the work of Contractor(s).

2.2.10 Services during out-of-town travel other than visits to the site.

2.2.11 Preparation of operating and maintenance manuals to supplement Basic Services.

2.2.12 Services to redesign some or all of the Project.

2.2.13 Preparing to serve or serving as a consultant or witness or assisting CLIENT with any litigation, arbitration or other legal or administrative proceeding except where required as part of Basic Services.

2.3 When required by the Agreement or Contract Documents in circumstances beyond OA's control, OA shall perform or obtain from others any of the following Additional Services as circumstances require during construction and without waiting for specific instructions from CLIENT, and OA will be paid therefore as provided in the Letter Agreement:

2.3.1 Services in connection with work directive changes and change orders to reflect the changes requested by CLIENT if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.

2.3.2 Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by Contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor; and evaluating an unreasonable or extensive number of claims submitted by Contractor(s) or others in connection with the work.

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damage by fire or other causes during construction, (2) a significant amount of defective, inefficient or neglected work by any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, (4) default by any Contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. CLIENT shall provide all criteria and full information as to CLIENT's requirements for the Project; designate and identify in writing a person to act with authority on CLIENT's behalf in respect of all aspects of the Project; examine and respond promptly to OA's submissions; and give prompt written notice to OA whenever CLIENT observes or otherwise becomes aware of any defect in the work.

3.2 If CLIENT fails to make any payment due OA for services and expenses within thirty (30) days after receipt of OA's statement therefore, OA may, after giving seven days' written notice to CLIENT, suspend services to CLIENT under

this Agreement until OA has been paid in full all amounts due for services, expenses and charges.

3.3 Payments to OA shall not be withheld, postponed or made contingent on the construction, completion or success of the Project or upon receipt by the CLIENT of offsetting reimbursements or credit from other parties who may have caused Additional Services or expenses. No withholdings, deductions or offsets shall be made from OA's compensation for any reason unless OA has been found to be legally liable for such amounts.

3.4 CLIENT shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to OA any borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning and deed restrictions; all of which OA may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for OA to enter upon public and private property.

3.4.3 Provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Project, any auditing service required in respect of Contractor(s)' applications for payment, and any inspection services to determine if Contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project.

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating the activities of the various prime contractors.

3.5 CLIENT shall pay all costs incident to obtaining bids or proposals from Contractor(s).

3.6 CLIENT shall pay all permit application review costs for government authorities having jurisdiction over the Project.

3.7 Contemporaneously with the execution of the LETTER AGREEMENT, CLIENT shall designate in writing an individual to act as its duly authorized Project representative.

SECTION 4—MEANING OF TERMS

4.1 As used herein, the term "this Agreement" refers to these General Provisions, the LETTER AGREEMENT to which these General Provisions refer, and any other exhibits or attachments made a part thereof as if they were part of one and the same document.

4.2 The "construction cost" of the entire Project (herein referred to as "Construction Cost") means the total cost to CLIENT of those portions of the entire Project designed and specified by OA, but it will not include OA's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include CLIENT's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to CLIENT pursuant to Section 3.

4.3 The "Salary Costs": Used as a basis for payment mean salaries and wages (basic and incentive) paid to all OA's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.4 "Reimbursable Expenses: The expenses incurred by OA or OA's independent professional associates or consultants directly or indirectly in connection with the Project, and shall be included in periodic billing as applicable as follows:

Classification	Costs
Automobiles	$0.50/mile*
Suburbans and Pick-Ups	$0.60/mile
Duplication	
In-house	Actual Cost
Outside	Actual Cost+10%
Meals	Actual Cost
Postage & Shipping Charges for Project Related Materials	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable only to this Project	Actual Cost+10%
Subconsultants	Actual Cost+5%

* IRS Standard Mileage Rate (Subject to Change)

4.5 "Certify" or "a Certification": A statement of OA's opinion, based on its observation of conditions, to the best of OA's professional knowledge, information and belief. Such statement of opinion does not constitute a warranty, either express or implied. It is understood that OA's certification shall not relieve the CLIENT or the CLIENT's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.6 "Cost Estimate": An opinion of probable construction cost made by OA. In providing opinions of probable construction cost, it is recognized that neither the CLIENT nor OA has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on OA's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the Contractor's bids or the negotiated price of the Work will not

vary from the CLIENT's budget or from any opinion of probable cost prepared by OA.

4.7 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.8 "Inspect" or "Inspection": The visual observation of construction to permit OA, as an experienced and qualified professional, to determine that the Work when completed by the Contractor, generally conforms to the Contract Documents. In making such inspections, OA makes no guarantees for, and shall have no authority or control over, the Contractor's performance or failure to perform the Work in accordance with the Contract Documents. OA shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the Contractor or for the Contractor's safety precautions and programs nor for failure by the Contractor to comply with any laws or regulations relating to the performance or furnishing of the Work by the Contractor.

4.9 "Record Documents": Drawings prepared by OA upon the completion of construction based upon the drawings and other data furnished to OA by the Contractor and others showing significant changes in the Work made during construction. Because Record Documents are prepared based on unverified information provided by others, OA makes no warranty of the accuracy or completeness of the drawings.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project or OA's services by the CLIENT for more than ninety (90) calendar days, consecutive or in the aggregate;

5.1.4 Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

5.2 In the event of a "for cause" termination of this Agreement by either party, the CLIENT shall within fifteen (15) calendar days of termination pay OA for all services rendered and all reimbursable costs incurred by OA up to the date of termination, in accordance with the payment provisions of this Agreement.

5.3 ~~The CLIENT may terminate this Agreement for the CLIENT's convenience and without cause upon giving OA not less than seven (7) calendar days' written notice. In the event of any termination that is not the fault of OA, the CLIENT shall pay OA, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by OA in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by OA in preparing or negotiating any proposals submitted to CLIENT for OA's Basic or Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of not less than 10% of OA's actual costs incurred.~~

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

~~6.2 Arbitration~~

~~6.2.1 OA and CLIENT agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of OA, the Project or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, OA and CLIENT agree that all Disputes involving an amount of less than $50,000, arising out of this Agreement or related to the services provided under this Agreement shall be resolved by submission to binding arbitration in accordance with the Construction Industry Arbitration Rules of the AAA.~~

~~6.2.2 In consideration for the CLIENT's agreement to arbitrate, then, should the CLIENT choose to consolidate an arbitration between the CLIENT and OA with an arbitration between the CLIENT and the Contractor, OA agrees to consolidate its arbitration with the CLIENT with any arbitration between the CLIENT and the Contractor if that arbitration arises out of or relates to OA's acts or omissions in relation to the Project or an alleged breach of the Agreement.~~

~~6.2.3 This arbitration may be commenced at any time prior to or after completion of the Project, provided that if it is commenced prior to the completion of the Project, the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration being conducted.~~

~~6.2.4 Any arbitration hearings shall take place in Lincoln, Nebraska unless otherwise mutually agreed.~~

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including Drawings and Specifications prepared or furnished by OA (and OA's independent professional associates and consultants) pursuant to this Agreement, are instruments of service in respect of the Project and CLIENT shall retain an ownership and property interest therein whether or not the Project is completed. CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by OA for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to OA, or to OA's independent professional associates or consultants, and CLIENT shall indemnify and hold harmless OA and OA's independent professional associates and consultants, for Client's reuse, from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle OA to further compensation at rates to be agreed upon by CLIENT and OA.

7.2 Electronic Files

By accepting and utilizing any electronic file of any drawing, report or data transmitted by OA, the CLIENT agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of OA, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the CLIENT. The information contained in any electronic file is provided for the convenience to the CLIENT and is provided in “as is” condition. The CLIENT is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by OA and the electronic files which may be transferred, the signed and sealed original documents shall govern. OA specifically disclaims all warranties, expressed or implied, including without limitation, any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be CLIENT’s responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the CLIENT. CLIENT shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless OA, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney’s and expert witness fees and defense costs, arising from any changes made by Client other than OA or from any reuse of the electronic files without the prior written consent of OA.

7.3 Opinions of Cost

Since OA has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, OA's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of OA's experience and qualifications and represent OA's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but OA cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by OA. If prior to the Bidding or Negotiating Phase CLIENT wishes greater assurance as to Total Project or Construction Costs, CLIENT shall employ an independent cost estimator as provided in paragraph 3.4.3. OA's services to modify the Contract Documents to bring the Construction Cost within any limitation established by CLIENT will be considered Additional Services and paid for as such by CLIENT.

7.4 Controlling Law and Venue

7.4.1 The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska.

7.4.2 Any legal action between OA and CLIENT arising out of this AGREEMENT shall be brought in a court of competent jurisdiction located in Madison County, Nebraska.

7.5 Subconsultants

OA may utilize as necessary in its discretion Subconsultants and other subcontractors. OA will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.6 Assignment

7.6.1 CLIENT and OA each is hereby bound and the partners, successors, executors, administrators and legal representatives of CLIENT and OA (and to the extent permitted by paragraph 7.6.2 the assigns of CLIENT and OA) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.6.2. Neither CLIENT nor OA shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent OA from employing such

subconsultants and other subcontractors as OA may deem appropriate to assist in the performance of services under this Agreement.

7.6.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and OA, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and OA and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.7 Indemnity

OA and the CLIENT mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.8 Limitation on Damages

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the CLIENT nor OA, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this AGREEMENT. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. ~~Both the CLIENT and OA shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.~~

7.9 Entire Agreement

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the CLIENT and OA.

SECTION 8 —INSURANCE

During the performance of the Services under this Agreement, OA shall maintain the following insurance:

A. General Liability Insurance shall be procured and maintained during the life of the contract/agreement. General Liability Insurance shall consist of, but not limited hereto, General Liability Insurance occurrence form, premises and operations, broad form general liability coverage's, Clients and OAs protection in the amounts of $1,000,000.00 for bodily, personal injury, and property damage per occurrence.

B. Vehicle Liability Insurance shall be procured and maintained during the life of the contract/agreement in the amount of $1,000,000.00 for bodily injury and property damage, to any one person or property, on account of any one accident.

C. Professional Liability Insurance shall be procured and maintained during the life of the contract/agreement, with a policy limit of liability of not less than $1,000,000.00 each occurrence and $2,000,000.00 aggregate.

D. Excess Liability Insurance shall be procured and maintained during the life of the contract/agreement, with a policy limit of liability of not less than $1,000,000.00 each occurrence.

E. Workmen's Compensation Insurance shall be procured and shall be maintained during the life of the contract/agreement, Workmen's Compensation Insurance as required by applicable Nebraska State Law for all of his employees to be engaged in work at the site of the project under any contract/agreement entered into with the Client; and in case of any such work sublet, OA shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all the Subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by OA's Workmen's Compensation Insurance. Employer's Liability Insurance shall also be procured, with a limit of $500,000.00 for each occurrence.

8.1. Proof of Carriage of Insurance.

Upon execution of the contract/agreement OA shall furnish the Client, Attn: Risk Manger, 309 N 5th Street, Norfolk, Nebraska 68701, with certificates showing the type, amount, class of operations covered, effective dates, and date of expiration of all policies required in paragraphs A, B, C and D of Section 8. Such certificates shall also contain substantially the following statement: "The insured covered by this certificate will not be canceled or amended, except after thirty (30) days written notice has been received by the Client." All Project contractors shall be required to include Client and OA as additional insureds on their General Liability insurance policies, and shall be required to indemnify Client and OA to the same extent.

8.2. Waiver of Rights.

Client and OA waive all rights against each other and their directors, officers, partners, commissioners, officials, agents, subcontractors, and employees for damages covered by property insurance during and after the completion phase of the Project, a similar provision shall be incorporated into all construction phase contracts entered into by the Client and shall protect Client and OA to the same extent. All Project contractors shall be required to include Client and OA as Additional Insureds on their General Liability insurance policies and shall be required to indemnify Client and OA to the same extent.

8.3. Subcontractor's General Liability Insurance and Subcontractor's Vehicle Liability Insurance.

Notwithstanding the provisions of paragraph A of Section 8, OA shall require that each of his subcontractors, procure and maintain during the life of his subcontract, Subcontractor's General Liability Insurance and Subcontractor's Vehicle Liability Insurance of the type and in the amount identical to those required by OA in paragraphs A and B of Section 8.

8.4. Scope of Insurance.

The insurance required under paragraphs A and C of Section 8, shall provide the above minimum limits of protection against claims which may arise from operations, design, and professional services under this contract/agreement, whether such operation be by the insured or by anyone directly or indirectly employed by the insured.

8.5. Severability of Interest and Duties.

The insurance afforded by the policies required in paragraphs A and B of Section 8, shall apply separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the company's limit of liability.

8.6. City of Norfolk Additional Insured.

All insurance coverage's required in paragraphs A and B of Section 8 shall name the City of Norfolk as a additional insured as far as this contract/agreement.

8.7 Conflict of Interest

No officer, employee, or agent of the Client will participate in the selection, or in the award or administration, of a contract supported by the Nebraska Affordable Housing Trust Funds if a conflict of interest, real or apparent, would be involved. Such a conflict of interest would arise when:

a. the employee, officer, or agent; or,
b. any member of their immediate family; or,
c. their partner; or
d. an organization which employs, or is about to employ, any of the above,

has financial or other interest in the person or entity selected for contracting. The Client's officers, employees, or agents will neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements, during the time of performance of this contract or for one year after closeout.

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated July 28, 2015 between City of Norfolk, NE ("Client") and Olsson Associates ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Norfolk, Nebraska

Project Description: WPC – Influent Pump Improvements

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

WPC – Influent Pump Improvements
The services provided, as outlined, are for the completion of evaluation of options, preselection of pump equipment, design, bidding, and construction phase services for improvements to the existing Water Pollution Control Plant Influent Pump Improvements. The improvements will consist of removing the existing Vertical Turbine Solid Handling (VTSH) pumps and replacing the system with new pump equipment. The design fee is based on the assumption that the existing electrical system in the influent pump room will not need to be upgraded. The system will be evaluated as part of the scope.

PHASE 200: OPTION EVALUATION

Olsson shall evaluate the current pump system and options available and verify the pump equipment design points. The tasks performed shall include:

Task 201: **Develop Available Pump Equipment Options** - Olsson shall evaluate possible pump-type options including Vertical Turbine Solids Handling (VTSH) Pumps and Submersible Pumps. The evaluation will address the use of Variable Frequency Drives on the equipment.

Task 202: **Verify Pump Equipment Basis of Design** - Olsson shall verify the needed design points for the pump equipment. This will include evaluation of the current complete influent pump system and the associated force main leading to the grit structure. This evaluation will be based on the As-built information for this equipment and piping and will not include modeling of wet well or inlet conditions.

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Task 203: **Evaluate Electrical Power Supply** - Olsson shall evaluate the sizing of the existing power supply and breakers for adequacy with proposed pump motor loads and use of variable frequency drives. The evaluation will not include field testing or evaluation of harmonics or other characteristics of power supply.

PHASE 400: EQUIPMENT PRE-SELECTION

Olsson shall prepare a set of specifications that can be used to seek and evaluate proposals for the pump equipment. This will allow the Client's input on the selected pump equipment and allow the design to be completed based on the selected equipment. The tasks performed shall include:

Task 401: **Prepare Equipment Proposal Specifications** - Olsson shall prepare technical specifications and front end bid documents for proposals associated with the pre-selection of the pump equipment for this project.

Task 402: **Prepare and Distribute Proposal Documents** - Olsson shall arrange for preparation and distribution of proposal documents to prospective bidders. Olsson shall maintain a list of current plan holders of the proposal documents.

Task 403: **Answer Proposal Questions** - Olsson shall answer proposer's questions regarding the construction documents.

Task 404: **Prepare Addenda** - Olsson shall prepare and distribute any addenda needed to all proposers during the proposal period of this project.

Task 405: **Evaluate Equipment Options** - Olsson shall evaluate pump equipment options. Options will be provided to the Client for final selection of the pump equipment.

Task 406: **Recommend Selection** - Olsson shall provide a "Recommendation of Selection" to the Client based upon the results of the proposal evaluation and scoring.

Task 407: **Prepare Conforming Copies of Procurement Contract** - Olsson shall assist the Client in the preparation and distribution of conforming copies of the executed procurement contract.

Task 408: **Meetings with Client** - Olsson will meet with the Client to discuss the development of the pump proposal requirements. A total of one (1) meeting is anticipated.

PHASE 500: FINAL DESIGN

Olsson shall prepare a set of plans and specifications that can be used as bid and construction documents that will allow the proposed project to be competitively bid and constructed. The tasks performed shall include:

Task 501: **Develop Basis of Design** - Olsson shall define and describe elements considered in the preliminary design including material selection, manufacturer selection of products to be specified, construction requirements, and other items.

Task 502: **Design of Improvements for the WPC Influent Pump Improvements** - Olsson shall design the needed improvements for the Influent Pump System improvements.

Task 503: **Structural Design of Improvements** - Olsson shall evaluate the structural impacts of the proposed changes and provide structural design for the improvements.

Task 504: **Design of Mechanical / Electrical Improvements for the WPC Influent Pump Improvements** - Olsson shall design the mechanical and electrical improvements needed for the influent pump system improvements. The improvements will include the replacement of the Variable Frequency Drives (VFDs) for the pumps. It is assumed that the remainder of the existing electrical system in the pump room will not need to be upgraded.

Task 505: **Prepare Demolition Sheets** – Olsson shall prepare demolition plan sheets for the proposed project.

Task 506: **Prepare Plan Sheets** – Olsson shall prepare plan sheets for the proposed project.

Task 507: **Prepare Detail Sheets** – Olsson shall prepare detail sheets to delineate the details proposed for use on the project.

Task 508: **Prepare Specifications** - Olsson shall prepare technical specifications and front end bid documents for the project.

Task 509: **Submission of Plans and Specifications to Regulatory Agencies** - Olsson shall submit the required information to Regulatory Agencies for approval. Olsson shall respond to any comments from said Regulatory Agencies. Client will be responsible for any review fees (if applicable).

Task 510: **Prepare Cost Opinion** - A final "Opinion of Probable Construction Cost" shall be prepared based upon the information in the plans and specifications.

Task 511: **Quality Control Review** - Olsson shall perform an in-house quality control review to evaluate the construction documents and provide review comments.

Task 512: **Revise Plans and Specifications** - Olsson shall revise the plans and specifications in accordance with comments received from the Client, Regulatory Agencies, and the in-house quality control review.

Task 513: **Meetings with Client** - Olsson will meet with the Client to discuss the development of the plans and specifications. A total of two (2) meetings are anticipated (one meeting at 30% design and one at 90% design).

PHASE 600: BID PHASE SERVICES

Olsson shall assist the Client in bidding the project. The tasks shall include:

Task 601: **Prepare and Distribute Bid Documents** - Olsson shall arrange for preparation and distribution of bid documents to prospective bidders. Olsson shall maintain a list of current holders of bid documents.

Task 602: **Answer Bidder Questions** - Olsson shall answer bidder's questions regarding the construction documents.

Task 603: **Prepare Addenda** - Olsson shall prepare and distribute any addenda needed to all bidders during the bid phase of this project.

Task 604: **Attend Pre-bid Conference** - Olsson shall attend a pre-bid conference meeting that will be scheduled prior to the bid opening.

Task 605: **Attend Bid Opening** - Olsson shall attend the bid opening to assist Client in opening bids.

Task 606: **Evaluate Bids** - Olsson shall prepare a tabulation of the bids and evaluate the bids and qualifications of the bidders.

Task 607: **Recommend Award** - Based upon the results of the bid evaluation, Olsson shall provide a "Recommendation of Award" to the Client.

PHASE 620: CONTRACT ADMINISTRATION SERVICES

Olsson shall assist the Client in the administration of the project during the construction phase of the project. Olsson shall perform the tasks listed below.

Task 621: **Prepare Conforming Copies of Contracts** - Olsson shall assist the Client in the preparation and distribution of conforming copies of the executed contracts.

Task 622: **Attend Pre-Construction Meeting** – Olsson shall attend the pre-construction meeting, assist in preparing the meeting agenda, and shall prepare and distribute minutes of the pre-construction meeting (narrative style) to all attendees.

Task 623: **Attend Construction Progress Meetings** – Olsson shall attend progress meetings during construction of the project. Olsson shall prepare and distribute minutes of the meeting (narrative style) all attendees. A total of one (1) meeting is anticipated.

Task 624: **Review Progress Payments** - Olsson shall review the Contractor's monthly progress payment applications for general conformance with the progress of the work and mathematical accuracy.

Task 625: **Change Orders** - Olsson shall assist with the development of any Change Orders for the project.

PHASE 640: CONSTRUCTION OBSERVATION SERVICES

Olsson shall assist the Client during the construction of the project. Additional work will only be performed when authorized by the Client. Olsson shall perform the tasks listed below.

Task 641: **Review Submittal Data** – Olsson shall review the Contractor's submittal data on materials for general conformance with the intent of the design.

Task 642: **Interpret Contract Documents** - Olsson shall assist the Contractor and the Client in interpreting the contract documents.

Task 643: **Construction Observation Services** - Olsson shall perform construction observation services on behalf of the Client during the construction of the project. The extent of the construction observation services will be discussed with the Client and authorized as an Additional Service. These services may range from full-time observation to limited, part-time observation. The duties and limitation of these services is outlined in Exhibit "B" which is attached to these contract documents. Olsson shall provide field visits by design staff as a Basic Service, as requested. A total of two (2) days / two (2) trips are included in the fee.

PHASE 660: PROJECT CLOSE OUT

Olsson shall assist the Client in the close-out of the project. Olsson shall perform the tasks listed below.

Task 661: **Attend Final Inspection Start-up** - Olsson shall attend the final inspection and start-up of the project with the Client's personnel and provide written comments to the Client.

Task 662: **Review Final Application for Payment** - Olsson shall review the Contractor's final application for payment and the accompanying documentation for compliance with the contract requirements.

Task 663: **Review Contractor's Records -** Olsson shall review the Contractor's record drawings for completeness and legibility. Olsson shall identify additional information that may be required to complete the project record drawings and request the information from the Contractor.

Task 664: **Prepare O & M Manual** – Olsson shall develop a supplemental Operation and Maintenance Manual for the Influent Pump System Improvements that will be reviewed and approved by the Nebraska Department of Environmental Quality (NDEQ).

Task 665: **Prepare Record Drawings** - Using the Contractor's and Owners Project Representative's record drawings, Olsson shall revise the construction documents to reflect the construction records for the project. Olsson shall provide the Client with five (5) sets of record drawings and one CD with PDF Drawings.

EXHIBIT B

A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

OLSSON shall furnish a Resident Project Representative (RPR), assistants, and other field staff to assist OLSSON in observing performance of the work of CONTRACTOR.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, OLSSON shall endeavor to provide further protection for CLIENT against defects and deficiencies in the work of CONTRACTOR; but, the furnishing of such services will not make OLSSON responsible for or give OLSSON control over construction means, methods, techniques, sequences or procedures, or for safety precautions or programs, or responsibility for CONTRACTOR's failure to perform the Work in accordance with Contract Documents and, in particular, the specific limitations set forth in the Agreement as applicable.

The duties and responsibilities of the RPR are limited to those of OLSSON in their agreement with the CLIENT and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is OLSSON's agent at the site, will act as directed by and under the supervision of OLSSON, and will confer with OLSSON regarding RPR's actions. RPR's dealing in matters pertaining to the on-site work shall in general be with OLSSON and CONTRACTOR keeping CLIENT advised as necessary. RPR's dealing with subcontractor shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with CLIENT with the knowledge of and under the direction of OLSSON.

B. Duties and Responsibilities of RPR

1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with OLSSON concerning acceptability.
2. Conferences and Meetings: Attend meeting with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
   a. Serve as OLSSON's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist the OLSSON in serving as CLIENT's liaison with CONTRACTOR when CONTRACTOR's operations affect CLIENT's on-site operations.
4. Shop Drawings and Samples:
   a. Record date of receipt of Shop Drawings and samples.
   b. Receive samples which are furnished at the site by CONTRACTOR, and notify OLSSON of availability of samples for examination.
   c. Advise OLSSON and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by OLSSON.

5. Review of Work, Rejection of Defective Work, Inspections and Tests:
    a. Conduct on-site observations of the Work in progress to assist OLSSON in determining if the Work is in general proceeding in accordance with the Contract Documents.
    b. Report to OLSSON whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise OLSSON of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
    c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel and that CONTRACTOR maintains adequate records thereof; and observe, record and report to OLSSON appropriate details relative to the test procedures and startups.
    d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to OLSSON.
6. Interpretation of Contract Documents: Report to OLSSON when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by OLSSON.
7. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings and Specifications and report with RPR's recommendations to OLSSON. Transmit to CONTRACTOR decisions as issued by OLSSON.
8. Records:
    a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, OLSSON's clarifications and interpretations of the Contract Documents, progress reports, and other Project-related documents.
    b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to OLSSON.
9. Reports:
    a. Furnish OLSSON periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
    b. Consult with OLSSON in advance of scheduled major tests, inspections or start of important phases of the Work.
    c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to OLSSON Change Orders, Work Directive Changes, and Field Orders.
    d. Report immediately to OLSSON and CLIENT upon the occurrence of any accident.
10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to OLSSON, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to OLSSON for review and forwarding to CLIENT prior to final payment for the Work.
12. Completion:
    a. Before OLSSON issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
    b. Conduct final inspection in the company of OLSSON, CLIENT, and CONTRACTOR and prepare a final list of items to be completed or corrected.
    c. Observe that all items on final list have been completed or corrected and make recommendations to OLSSON concerning acceptance.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by OLSSON.
2. Shall not exceed limitations of OLSSON's authority as set forth in the Agreement or the Contract Documents.
3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.
7. Shall not authorize CLIENT to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by OLSSON.

Resolution No. 2015-22

WHEREAS, the City of Norfolk, Nebraska, has received Resolution No. 2015-1 of the board of the Offstreet Parking District of the City of Norfolk, Nebraska making a request of the City Council for levy allocation of $88,416 for the fiscal year ended September 30, 2016; and

WHEREAS, having received said above-described Resolution No. 2015-1, the City is desirous of adopting a resolution granting final allocation of levy authority to said Offstreet Parking District.

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

BE IT RESOLVED by the Mayor and City Council of the City of Norfolk, Nebraska, that the City of Norfolk hereby grants a final allocation of levy authority to the Offstreet Parking District of the City of Norfolk, Nebraska allowing the Offstreet Parking District to levy a property tax of $88,416 not to exceed .35 dollars per one hundred dollars of valuation with the actual levy rate to be calculated by the City Finance Officer once the assessed valuation of the Offstreet Parking District is known.

PASSED AND APPROVED this _____ day of _____, 2015.

_____
Mayor

ATTEST:

_____
City Clerk

(S E A L)

Approved as to form: _____
City Attorney

Resolution No. 2015-1

WHEREAS, the board of the Vehicle Off-Street Parking District No. 1 of the City of Norfolk, Nebraska, has declared its intent to submit to the City Council a preliminary request for levy allocation of $88,416; and

WHEREAS, the board has approved the request by a majority vote of the board members present at the July 15, 2015 board meeting.

NOW, THEREFORE BE IT RESOLVED, by the board of the Vehicle Off-Street Parking District No. 1 of the City of Norfolk, Nebraska as follows:

The board requests a levy allocation of $88,416 from the Norfolk City Council.

PASSED AND APPROVED this 15th day of July, 2015.

Chairman of the Board

ATTEST:

Secretary

AGREEMENT

This Agreement is made and entered into the _____ day of _____, 2015, by and between the City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as "CITY", and Sacred Heart Church of Norfolk, (also known as Norfolk Catholic High School) a Nebraska Nonprofit Corporation, hereinafter referred to as "SCHOOL", WITNESSETH:

WHEREAS, CITY is the owner of a football field in Veterans Memorial Park located at 1st Street and Grove Avenue in Norfolk, Nebraska, and said football field is commonly known as "Memorial Field"; and

WHEREAS, SCHOOL has a football program and is desirous of holding football games, scrimmages, and practices at Memorial Field; and

WHEREAS, CITY is desirous of allowing SCHOOL to hold football games, scrimmages, and practices on Memorial Field at Veterans Memorial Park.

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

1. SCHEDULE. CITY shall allow SCHOOL to hold football games, scrimmages, and practices at Memorial Field in Norfolk, Nebraska, on dates and at times approved by CITY's park and building maintenance superintendent.

2. FACILITY ACCESS. For SCHOOL's football games, SCHOOL shall have access to and use of the football field, press boxes, ticket booths, parking lots, and locker rooms and restrooms located in the multipurpose building. Field lighting, scoreboard and public address system shall be available for use by SCHOOL. For scrimmages and practices, SCHOOL shall have access to and use of the football field and restrooms located in the multipurpose building that are accessed from the plaza area.

3. ACCESS COST. SCHOOL shall pay no fee to CITY to access the football field except as provided herein.

4. CLEANING. SCHOOL shall be responsible for cleanup of the facilities at the conclusion of their use including but not limited to completely cleaning up any sunflower seeds from the bleachers. In the event SCHOOL fails to clean the facilities they utilize, SCHOOL agrees to pay the actual cost incurred by CITY in cleaning the facilities. CITY shall document the condition of the facilities and shall consult with SCHOOL prior to cleaning, if practicable. During SCHOOL's events, the following statement or SCHOOL's own statement which suggests these items shall be announced over the public address system periodically throughout SCHOOL's events:

"Welcome to Veterans Memorial Park. In an effort to keep this facility clean, we kindly ask that you pick up your trash and deposit it in the provided trash receptacles before leaving the stadium."

5. ALCOHOL. No alcohol shall be allowed on the premises pursuant to Section 3-11 of CITY's Official Code.

6. SMOKING. SCHOOL shall be responsible for compliance with CITY's no smoking policy set forth in Section 2-51(4) of CITY's Official Code which precludes smoking except in parking areas available to the general public.

7. PETS. No pets shall be allowed on the premises except for service animals.

8. DAMAGE. SCHOOL shall be responsible for any damage to any part of the Memorial Field facility utilized by SCHOOL above normal use and wear for all times during which SCHOOL has control of the facility. SCHOOL shall be responsible for all damage and repair costs to any portion of Veterans Memorial Park while accessing the CITY facilities during the term of this Agreement.

9. KEYS TO FACILITY. CITY shall provide SCHOOL with one set of keys to the areas of Veteran's Memorial Park that SCHOOL is allowed to access as part of this Agreement for which SCHOOL shall pay a deposit of $100.00. CITY may provide additional sets of keys to SCHOOL as agreed upon by the parties. Additional sets of keys provided to SCHOOL shall require an additional deposit of $100.00 per set. Not more than a total of five sets of keys shall be issued to SCHOOL without an adequate explanation as to necessity. SCHOOL is not authorized to duplicate any keys it receives pursuant to this Agreement. In the event the keys are lost, SCHOOL shall immediately notify CITY. SCHOOL shall be responsible for all costs associated with changing locks and replacing keys in the event SCHOOL loses the keys. SCHOOL shall be responsible for locking the entire facility at the end of each SCHOOL event with the exception of the concession stand.

10. SECURITY. SCHOOL shall be responsible for providing adequate security at the facility from the time the gates to the field and doors to the multipurpose building are unlocked on the day of each game, during the game, and until the time the facility is locked except as the same relates to the concession area.

11. DOWN MARKERS AND PYLONS. SCHOOL shall set up and tear down the down markers and pylons.

12. CANCELLATION BY SCHOOL. SCHOOL shall be responsible for providing notice of cancellation of any games to CITY's park and building maintenance superintendent at 844-2180.

13. INSURANCE. SCHOOL shall provide CITY with a certificate of general liability insurance in the following minimum amounts:

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

In addition, SCHOOL shall name CITY as an additional insured. Said certificate shall be filed with the Norfolk City Clerk upon execution of this Agreement. In the event the certificate of insurance is not filed by August 18, 2015, then (1) SCHOOL shall pay a late fee to CITY in the amount of $75.00, and (2) this Agreement shall be voidable at the option of CITY's risk manager.

14. INDEMNIFICATION AND HOLD HARMLESS. SCHOOL agrees to save, hold harmless, indemnify and defend CITY, its representatives, agents and employees from any loss or damage or claim of loss by SCHOOL or any third party from damage or claim of damage that arises from any of the activities authorized or undertaken as provided in this Agreement and for any loss to CITY that results from SCHOOL failing to perform its obligations under this Agreement or engaging in any activity not authorized by this Agreement**.**

15. RELEASES. In the event that SCHOOL obtains Releases for participation in SCHOOL's events while utilizing CITY's facilities under the terms of this Agreement, said Releases shall include a provision releasing CITY from the same liability and in the same manner that is afforded to other entities being released.

16. COPYRIGHTED MUSIC. SCHOOL agrees that they either have or will secure any necessary licenses required for the performance of copyrighted music at the activities being conducted by SCHOOL 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 SCHOOL being held on property owned by CITY.

17. PARKING. SCHOOL shall be responsible for assuring that vehicles within Veterans Memorial Park are parked only in approved parking areas and shall be responsible for removing vehicles parked in places other than approved parking areas. All parking is at the risk of SCHOOL and the party parking the vehicle. SCHOOL can limit or restrict the available parking.

18. MULTIPURPOSE BUILDING. SCHOOL shall be allowed to utilize the multipurpose building as set forth in this Agreement or as otherwise approved by CITY's park and building maintenance superintendent. SCHOOL shall enter and exit the multipurpose building as directed. In no event shall SCHOOL allow exit from the multipurpose building to the water park.

19. NO SPECTATORS ON FIELD. SCHOOL shall be responsible for keeping spectators off the football field before, during and after football games so that only individuals participating in football games, coaching, officiating, half-time activities and supporting activities shall be allowed on the playing surface of the football field.

20. SHOES. No spiked shoes shall be allowed on the football field and only appropriate football cleats shall be allowed. SCHOOL shall be responsible for compliance with this provision.

21. VEHICLES. SCHOOL shall utilize no motorized vehicles of any kind on the football field with the exception of a "Gator" type vehicle with flotation turf tires used by emergency service responders for medical purposes.

22. SCOREBOARD. SCHOOL shall be allowed to utilize the scoreboard and accompanying graphics board. SCHOOL understands that the message board must be operated as directed by CITY's park and building maintenance superintendent so that CITY can comply with the terms of its July 5, 2011 agreement with Score Tables by Design, L.L.C. A copy of the applicable portion of the July 5, 2011 agreement is attached hereto as Exhibit "A".

23. ADVERTISING. SCHOOL shall not erect any advertising signs at Veterans Memorial Park or allow any advertising signs to be erected at Veterans Memorial Park.

24. FIELD LIGHTS. Field lights are set to turn on and off by CITY in accordance with the schedule provided to CITY. SCHOOL agrees to provide CITY with a comprehensive list of game times and to keep the same current.

25. CONCESSIONS. CITY provides concessions at Veterans Memorial Park. CITY will make its own determination as to whether to provide concessions for SCHOOLS's football games. SCHOOL is prohibited from selling or participating in the sale of any concessions at Veterans Memorial Park and shall not receive any profit from concession sales.

26. ELEVATOR. CITY's facility is equipped with an elevator. SCHOOL shall monitor and control access to said elevator during its events at CITY's facility and shall be responsible for securing the elevator at the conclusion of SCHOOL's event.

27. OTHER AREAS OF THE PARK. SCHOOL shall be responsible for restricting participants and spectators to the football and parking portions of Veterans Memorial Park during SCHOOL's events and shall prohibit people from accessing other portions of Veterans Memorial Park during the time when SCHOOL is utilizing CITY's football facility. SCHOOL shall be responsible for all damage and repair costs to any portion of Veterans Memorial Park while accessing the CITY facilities during the term of this Agreement.

28. ALTERATIONS TO FACILITY. SCHOOL shall make no alterations or additions, etc., to CITY's facility without SCHOOL's prior written request and CITY's prior written approval.

29. REPORTING. SCHOOL agrees to keep and maintain accurate accounting records listing the number of games held on CITY's football field and the total number of spectators in attendance at each game. SCHOOL further agrees to provide CITY on a monthly basis an itemized, detailed accounting of the number of games held and the total number of spectators at each game. Said accounting shall be provided to CITY's park and building maintenance superintendent by the 10th day of the following month.

30. TURF FIELD RULES. CITY's football field will be posted with "Turf Field Rules" provided by the manufacturer of the artificial turf on CITY's football field. SCHOOL agrees to be compliant with said posted Turf Field Rules and to assure compliance by visiting teams utilizing the football field. Said Turf Field Rules shall include but not be limited to the following:

- Molded cleats or other athletic shoes only.
- No sharp objects, including tent stakes, corner flags or other objects that can penetrate the surface of the field.
- No food items – including gum and sunflower seeds.
- No tobacco products of any kind.
- No sport drinks or liquids other than water.
- No pets.
- No bicycles or other unapproved vehicles.
- Approved athletic equipment only.

31. PRACTICE. SCHOOL shall not have access to the multipurpose building during football practices.

32. CITY'S RIGHT TO CANCEL ACTIVITIES. Notwithstanding any other provision of this Agreement, CITY retains the right to cancel any activities scheduled on CITY property due to inclement weather or for any other reason.

33. VOLUNTEERS. Any volunteers that access CITY's facilities as part of this Agreement are SCHOOL's volunteers and SCHOOL shall be responsible for any insurance coverage or liability related to or stemming from SCHOOL's volunteers.

34. UNADDRESSED ISSUES. Issues related to Memorial Field not addressed in this Agreement may be approved by CITY at the discretion of CITY's park and building maintenance superintendent upon request of SCHOOL.

35. TERMINATION. This Agreement shall terminate November 30, 2015.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing Agreement in duplicate the day and year first above written. This Agreement may be executed in counterparts. Each such counterpart, executed in duplicate, shall be deemed an original hereof and all such executed counterparts shall together be one and the same instrument.

CITY OF NORFOLK, NEBRASKA,
A Municipal Corporation

ATTEST: By_____
Sue Fuchtman, Mayor

_____
Elizabeth A. Deck, City Clerk

Approved as to Form: _____
Clint Schukei, City Attorney

SACRED HEART CHURCH OF NORFOLK,
A Nebraska Nonprofit Corporation

By_____
Title: _____
Printed Name: _____

By_____
Title: _____
Printed Name: _____

EXHIBIT "A"

(Excerpt from July 5, 2011 Agreement between
City of Norfolk and Score Tables by Design, L.L.C.)

Advertising Services

4. *Score Tables* shall be the sole vendor authorized by the City of Norfolk to sell advertising space to businesses and other entities at Memorial Football Field and Memorial Baseball Field.

5. *Score Tables* shall be responsible for soliciting advertisers, billing advertisers and collecting advertising revenue. *Score Tables* will sell space primarily on multi-year contracts to advertisers.

6. *Score Tables* will design and program advertising and provide it in an appropriate format to the City of Norfolk. The advertising will be "*still*" graphics and will not include video and/or sound and will be displayed during athletic events, involving Norfolk Public Schools, Norfolk Catholic Schools, Lutheran High School of Northeast Nebraska and related events.

7. A maximum of thirty (30) advertisers will be presented on each of the LED Message Displays.

8. The LED Message Displays at the football field and baseball field also may be used to present City of Norfolk announcements, school information, game data, photos, statistics and graphics, and such displays will be programmed by the City of Norfolk. The amount of such programming would be at the discretion of the City of Norfolk; however such programming should not consume more than 25 percent of the time the LED Message Center is operating during an event.

9. Advertising to be displayed at the athletic facilities shall conform to City of Norfolk policies on advertising. Therefore, all advertising must be tasteful, must not advertise products or services that are illegal for minors and must not convey political or religious messages. The City of Norfolk is not creating a public forum for messages and retains its authority to determine the products and services appropriate to advertise on the premises.

AGREEMENT

This Agreement is made and entered into the _____ day of _____, 2015, by and between the City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as "CITY", and Lutheran High School Association of Northeast Nebraska, Incorporated, a Nebraska Nonprofit Corporation, hereinafter referred to as "SCHOOL", WITNESSETH:

WHEREAS, CITY is the owner of a football field in Veterans Memorial Park located at 1st Street and Grove Avenue in Norfolk, Nebraska, and said football field is commonly known as "Memorial Field"; and

WHEREAS, SCHOOL has a football program and is desirous of holding football games, scrimmages, and practices at Memorial Field; and

WHEREAS, CITY is desirous of allowing SCHOOL to hold football games, scrimmages, and practices on Memorial Field at Veterans Memorial Park.

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

1. SCHEDULE. CITY shall allow SCHOOL to hold football games, scrimmages, and practices at Memorial Field in Norfolk, Nebraska, on dates and at times approved by CITY's park and building maintenance superintendent.

2. FACILITY ACCESS. For SCHOOL's football games, SCHOOL shall have access to and use of the football field, press boxes, ticket booths, parking lots, and locker rooms and restrooms located in the multipurpose building. Field lighting, scoreboard and public address system shall be available for use by SCHOOL. For scrimmages and practices, SCHOOL shall have access to and use of the football field and restrooms located in the multipurpose building that are accessed from the plaza area.

3. ACCESS COST. SCHOOL shall pay no fee to CITY to access the football field except as provided herein.

4. CLEANING. SCHOOL shall be responsible for cleanup of the facilities at the conclusion of their use including but not limited to completely cleaning up any sunflower seeds from the bleachers. In the event SCHOOL fails to clean the facilities they utilize, SCHOOL agrees to pay the actual cost incurred by CITY in cleaning the facilities. CITY shall document the condition of the facilities and shall consult with SCHOOL prior to cleaning, if practicable. During SCHOOL's events, the following statement or SCHOOL's own statement which suggests these items shall be announced over the public address system periodically throughout SCHOOL's events:

"Welcome to Veterans Memorial Park. In an effort to keep this facility clean, we kindly ask that you pick up your trash and deposit it in the provided trash receptacles before leaving the stadium."

5. ALCOHOL. No alcohol shall be allowed on the premises pursuant to Section 3-11 of CITY's Official Code.

6. SMOKING. SCHOOL shall be responsible for compliance with CITY's no smoking policy set forth in Section 2-51(4) of CITY's Official Code which precludes smoking except in parking areas available to the general public.

7. PETS. No pets shall be allowed on the premises except for service animals.

8. DAMAGE. SCHOOL shall be responsible for any damage to any part of the Memorial Field facility utilized by SCHOOL above normal use and wear for all times during which SCHOOL has control of the facility. SCHOOL shall be responsible for all damage and repair costs to any portion of Veterans Memorial Park while accessing the CITY facilities during the term of this Agreement.

9. KEYS TO FACILITY. CITY shall provide SCHOOL with one set of keys to the areas of Veteran's Memorial Park that SCHOOL is allowed to access as part of this Agreement for which SCHOOL shall pay a deposit of $100.00. CITY may provide additional sets of keys to SCHOOL as agreed upon by the parties. Additional sets of keys provided to SCHOOL shall require an additional deposit of $100.00 per set. Not more than a total of five sets of keys shall be issued to SCHOOL without an adequate explanation as to necessity. SCHOOL is not authorized to duplicate any keys it receives pursuant to this Agreement. In the event the keys are lost, SCHOOL shall immediately notify CITY. SCHOOL shall be responsible for all costs associated with changing locks and replacing keys in the event SCHOOL loses the keys. SCHOOL shall be responsible for locking the entire facility at the end of each SCHOOL event with the exception of the concession stand.

10. SECURITY. SCHOOL shall be responsible for providing adequate security at the facility from the time the gates to the field and doors to the multipurpose building are unlocked on the day of each game, during the game, and until the time the facility is locked except as the same relates to the concession area.

11. DOWN MARKERS AND PYLONS. SCHOOL shall set up and tear down the down markers and pylons.

12. CANCELLATION BY SCHOOL. SCHOOL shall be responsible for providing notice of cancellation of any games to CITY's park and building maintenance superintendent at 844-2180.

13. INSURANCE. SCHOOL shall provide CITY with a certificate of general liability insurance in the following minimum amounts:

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

In addition, SCHOOL shall name CITY as an additional insured. Said certificate shall be filed with the Norfolk City Clerk upon execution of this Agreement. In the event the certificate of insurance is not filed by August 11, 2015, then (1) SCHOOL shall pay a late fee to CITY in the amount of $75.00, and (2) this Agreement shall be voidable at the option of CITY's risk manager.

14. INDEMNIFICATION AND HOLD HARMLESS. SCHOOL agrees to save, hold harmless, indemnify and defend CITY, its representatives, agents and employees from any loss or damage or claim of loss by SCHOOL or any third party from damage or claim of damage that arises from any of the activities authorized or undertaken as provided in this Agreement and for any loss to CITY that results from SCHOOL failing to perform its obligations under this Agreement or engaging in any activity not authorized by this Agreement**.**

15. RELEASES. In the event that SCHOOL obtains Releases for participation in SCHOOL's events while utilizing CITY's facilities under the terms of this Agreement, said Releases shall include a provision releasing CITY from the same liability and in the same manner that is afforded to other entities being released.

16. COPYRIGHTED MUSIC. SCHOOL agrees that they either have or will secure any necessary licenses required for the performance of copyrighted music at the activities being conducted by SCHOOL 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 SCHOOL being held on property owned by CITY.

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19. NO SPECTATORS ON FIELD. SCHOOL shall be responsible for keeping spectators off the football field before, during and after football games so that only individuals participating in football games, coaching, officiating, half-time activities and supporting activities shall be allowed on the playing surface of the football field.

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30. TURF FIELD RULES. CITY's football field will be posted with "Turf Field Rules" provided by the manufacturer of the artificial turf on CITY's football field. SCHOOL agrees to be compliant with said posted Turf Field Rules and to assure compliance by visiting teams utilizing the football field. Said Turf Field Rules shall include but not be limited to the following:

- Molded cleats or other athletic shoes only.
- No sharp objects, including tent stakes, corner flags or other objects that can penetrate the surface of the field.
- No food items – including gum and sunflower seeds.
- No tobacco products of any kind.
- No sport drinks or liquids other than water.
- No pets.
- No bicycles or other unapproved vehicles.
- Approved athletic equipment only.

31. PRACTICE. SCHOOL shall not have access to the multipurpose building during football practices.

32. CITY'S RIGHT TO CANCEL ACTIVITIES. Notwithstanding any other provision of this Agreement, CITY retains the right to cancel any activities scheduled on CITY property due to inclement weather or for any other reason.

33. VOLUNTEERS. Any volunteers that access CITY's facilities as part of this Agreement are SCHOOL's volunteers and SCHOOL shall be responsible for any insurance coverage or liability related to or stemming from SCHOOL's volunteers.

34. UNADDRESSED ISSUES. Issues related to Memorial Field not addressed in this Agreement may be approved by CITY at the discretion of CITY's park and building maintenance superintendent upon request of SCHOOL.

35. TERMINATION. This Agreement shall terminate November 30, 2015.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing Agreement in duplicate the day and year first above written. This Agreement may be executed in counterparts. Each such counterpart, executed in duplicate, shall be deemed an original hereof and all such executed counterparts shall together be one and the same instrument.

CITY OF NORFOLK, NEBRASKA,
A Municipal Corporation

ATTEST: By_____
Sue Fuchtman, Mayor

_____
Elizabeth A. Deck, City Clerk

Approved as to Form: _____
Clint Schukei, City Attorney

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

By_____
Title: _____
Printed Name: _____

By_____
Title: _____
Printed Name: _____

EXHIBIT "A"

(Excerpt from July 5, 2011 Agreement between
City of Norfolk and Score Tables by Design, L.L.C.)

Advertising Services

4. *Score Tables* shall be the sole vendor authorized by the City of Norfolk to sell advertising space to businesses and other entities at Memorial Football Field and Memorial Baseball Field.

5. *Score Tables* shall be responsible for soliciting advertisers, billing advertisers and collecting advertising revenue. *Score Tables* will sell space primarily on multi-year contracts to advertisers.

6. *Score Tables* will design and program advertising and provide it in an appropriate format to the City of Norfolk. The advertising will be "*still*" graphics and will not include video and/or sound and will be displayed during athletic events, involving Norfolk Public Schools, Norfolk Catholic Schools, Lutheran High School of Northeast Nebraska and related events.

7. A maximum of thirty (30) advertisers will be presented on each of the LED Message Displays.

8. The LED Message Displays at the football field and baseball field also may be used to present City of Norfolk announcements, school information, game data, photos, statistics and graphics, and such displays will be programmed by the City of Norfolk. The amount of such programming would be at the discretion of the City of Norfolk; however such programming should not consume more than 25 percent of the time the LED Message Center is operating during an event.

9. Advertising to be displayed at the athletic facilities shall conform to City of Norfolk policies on advertising. Therefore, all advertising must be tasteful, must not advertise products or services that are illegal for minors and must not convey political or religious messages. The City of Norfolk is not creating a public forum for messages and retains its authority to determine the products and services appropriate to advertise on the premises.

City of Norfolk
NEBRASKA
right at home.

309 N 5th Street
Norfolk, NE 68701-4092
P402-844-2012 F402-844-2028
www.ci.norfolk.ne.us

Beth Deck
City Clerk

bdeck@ci.norfolk.ne.us

Notice

The Mayor and City Council of the City of Norfolk, Nebraska, will hold a public hearing on Monday, August 3, 2015, beginning at 5:30 p.m. in the City Council Chambers, 309 N 5th Street, Norfolk, Nebraska, to comply with the provisions of N.R.S. 18-1755 to acquire property at 510 S 4th Street.

Elizabeth Deck
City Clerk

Publish (July 24, 2015)
1 P.O.P.

EQUAL HOUSING OPPORTUNITY

AGREEMENT

This Agreement is made and entered into on this _____ day of _____, 2015, by and between the City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as "CITY", and Christ Lutheran Church of Norfolk, Nebraska, a Nebraska Nonprofit Corporation, hereinafter referred to as "CHURCH", WITNESSETH:

WHEREAS, CITY is the owner of a north/south alley between South 4th Street and South 5th Street immediately north of Pasewalk Avenue in Norfolk, Nebraska; and

WHEREAS, CHURCH is the owner of the following described real property:

Lot 7, Block 2, Pasewalk's Addition to the City of Norfolk, Madison County, Nebraska,

hereinafter referred to as "CHURCH's property"; and

WHEREAS, CITY is desirous of vacating a portion of the north/south alley where is it connected to Pasewalk Avenue and redirecting traffic over a portion of property owned by CHURCH so that the alley can be accessed from South 4th Street; and

WHEREAS, CHURCH represents that it is the owner of all properties adjacent to the portion of the alley to be vacated.

NOW THEREFORE, in consideration of the foregoing recitals, the parties hereto agree as follows:

1. CITY shall vacate the following portions of the north/south alley between South 4th Street and South 5th Street immediately north of Pasewalk Avenue in Norfolk, Nebraska, as shown on the attached Exhibit "A":

AN EXISTING ALLEY LOCATED IN SUBDIVISION ONE OF PASEWALK'S ADDITION TO THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 OF SAID SUBDIVISION; THENCE N01°53'54"W (ASSUMED BEARING) ON THE WEST LINE OF SAID ALLEY, A DISTANCE OF 196.48 FEET TO THE NORTH LINE OF SAID SUBDIVISION ONE; THENCE N88°12'34"E ON SAID NORTH LINE, A DISTANCE OF 9.70 FEET; THENCE N87°07'06"E ON SAID NORTH LINE, A DISTANCE OF 10.30 FEET; TO THE EAST LINE OF SAID ALLEY; THENCE S01°53'55"E ON SAID EAST LINE, A DISTANCE OF 196.51 FEET TO THE SOUTHWEST CORNER OF LOT 8 OF SAID SUBDIVISION; THENCE S87°43'01"W, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING, CONTAINING 3,928.82 SQUARE FEET, MORE OR LESS.

AND

A NON-RECORDED ALLEY LOCATED IN LOTS 7 AND 8, BLOCK 2, PASEWALK'S ADDITION TO THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 8 OF SAID SUBDIVISION; THENCE S87°39'14"W (ASSUMED BEARING) ON THE SOUTH LINE OF SAID LOT 8, A DISTANCE OF 206.02 FEET TO THE POINT OF BEGINNING; THENCE N01°53'54"W, A DISTANCE OF 200.66 FEET TO THE NORTH LINE OF SAID LOT 7; THENCE S87°39'45"W, ON SAID NORTH LINE, A DISTANCE OF 20.00 FEET; THENCE S01°53'54"E, A DISTANCE OF 200.67 FEET TO THE SOUTH LINE OF SAID LOT 8; THENCE N88°12'34"E ON SAID SOUTH LINE, A DISTANCE OF 9.70 FEET; THENCE N87°07'06"E ON SAID SOUTH LINE, A DISTANCE OF 10.30 FEET TO THE POINT OF BEGINNING, CONTAINING 4,013 SQUARE FEET, MORE OR LESS.

2. CHURCH agrees to provide access from the unvacated portion of the north/south alley to South 4th Street by constructing a new alley meeting CITY standards over a portion of CHURCH's property shown on the attached Exhibit "A" and described as follows:

A TRACT OF LAND LOCATED IN LOT 7, BLOCK 2, PASEWALK'S ADDITION TO THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 7; THENCE N01°56'28"W (ASSUMED BEARING) ON THE EAST LINE OF SAID LOT 7, A DISTANCE OF 55.32 FEET TO THE POINT OF BEGINNING; THENCE S87°39'45"W, A DISTANCE OF 180.04 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 45.00 FEET SUBTENDED BY A CENTRAL ANGLE OF 90°00'00"; THENCE ALONG SAID CURVE, THE CHORD OF WHICH BEARS N47°20'15"W, AN ARC DISTANCE OF 70.69 FEET (63.64' CHORD DISTANCE) TO THE NORTH LINE OF SAID LOT 7; THENCE N87°39'45"E ON SAID NORTH

LINE, A DISTANCE OF 16.00 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 23.00 FEET SUBTENDED BY A CENTRAL ANGLE OF 90°00'00"; THENCE ALONG SAID CURVE, THE CHORD OF WHICH BEARS S47°20'15"E, AN ARC DISTANCE OF 36.13 FEET (32.53' CHORD DISTANCE); THENCE N87°39'45"E, A DISTANCE OF 186.19 FEET TO THE EAST LINE OF SAID LOT 7; THENCE S01°56'28"E ON SAID EAST LINE, A DISTANCE OF 22.00 FEET TO THE POINT OF BEGINNING, CONTAINING 5,000 SQUARE FEET, MORE OR LESS.

Said alley will connect South 4th Street and the unvacated portion of the north/south alley referenced herein.

3. The alley to be constructed pursuant to this Agreement shall meet the following requirements:

(a) Be constructed according to plans prepared by CHURCH and approved by CITY's Engineering Division prior to construction; and

(b) Be constructed entirely of concrete; and

(c) Be constructed with no curbs; and

(d) Be constructed with a finished width of twenty-two (22) feet; and

(e) Be constructed with a minimum six-inch (6") depth of concrete; and

(f) Be constructed in accordance with City of Norfolk standard paving specifications (which can be viewed online at www.ci.norfolk.ne.us/engineering/documents) to the extent applicable to alley construction; and

(g) Be constructed in compliance with a detailed design plan including alley cross sections and longitudinal grades demonstrating adequate drainage and compliance with the Americans with Disabilities Act (ADA); and

(h) Be constructed following written approval of said detailed design plan by CITY's Engineering Division before alley construction commences.

4. CHURCH shall obtain, at CHURCH's own expense, a title insurance policy for the portion of CHURCH's property upon which the new alley will be located. Upon receipt of a commitment for title insurance, CHURCH shall provide said commitment to CITY. In the event a lot boundary change or a plat is required for the issuance of a title insurance policy, CHURCH shall be responsible for all costs associated with any required lot boundary change or plat. CHURCH shall be responsible for all costs associated with the issuance of the title insurance policy.

5. CHURCH shall provide and maintain a buffer in the form of a landscaped area to the north of the newly-constructed alley that includes the following:

(a) Compliance with the screening standards, as the same may from time to time be amended, which are currently set forth in *Norfolk City Code* Section 27-308.

(b) The plans required in paragraph 3 above shall set forth with specificity how the opaque barrier requirements currently set forth in *Norfolk City Code* Section 27-308(b) will be met. Said requirements, once in place, shall be maintained by CHURCH in perpetuity.

(c) The plans required in paragraph 3 above shall include plans for the placement of trees as set forth in *Norfolk City Code* Section 27-309. Trees meeting this requirement shall be maintained by CHURCH in perpetuity.

(d) There is currently a fence in place on or near the property line between Lot 7, Block 2 of Pasewalk's Addition to the City of Norfolk, Madison County Nebraska, and Lot 6, Block 2 of Pasewalk's Addition to the City of Norfolk, Madison County, Nebraska. CHURCH shall maintain a fence or other screening method that meets the screening standards set forth in the *Norfolk City Code*. Said screening standards are currently set forth in *Norfolk City Code* Section 27-308. While not specifically applicable to the situation addressed in this Agreement, the screening standards contained in this section (or as may subsequently be enacted by CITY) shall be complied with unless expressly waived in writing by the owner of Lot 6, Block 2, Pasewalk's Addition and recorded in the office of the Madison County Register of Deeds by CHURCH.

6. After obtaining a title insurance commitment satisfactory to CITY and upon completion of alley construction, buffer and screening satisfactory to CITY, CHURCH shall convey the property with the newly-constructed alley described above and shown on the attached Exhibit "A" to CITY.

7. Upon CHURCH's conveyance of the property with the newly-constructed alley to CITY, CITY agrees to vacate the portion of the north/south alley described above in paragraph 1. Pursuant to §16-611 of the *Nebraska Revised Statutes*, upon vacation of the alley, title to the vacated alley shall vest in the owners of the abutting property and become a part of such property, one-half on each side thereof, all of which abutting property is owned by CHURCH.

8. The parties hereto acknowledge and understand that the transfer of the property on which the newly-constructed alley is located will result in the remaining portion of Lot 7, Block 2, Pasewalk's Addition to Norfolk, Madison County, Nebraska, being a nonconforming lot and an unbuildable lot.

9. CHURCH may install and maintain bollards or similar structures on CHURCH's property lying immediately south of where the vacated alley intersects with the newly-constructed alley. Any bollards or similar structures related to the alley shall be placed on CHURCH-owned property. Any bollards or similar structures shall be maintained by CHURCH

and shall be reflective so they are visible to the traveling public and shall comply with the provisions of the Manual on Uniform Traffic Control Devices along with any Nebraska supplement thereto. Any non-breakaway bollard or similar structure, breakaway pole, lighting standard, or any other non-traffic control device shall be placed more than eight (8) feet away from any paving of the current or newly-constructed alley.

10. This entire Agreement shall be filed in the office of the Madison County Register of Deeds and indexed against Lot 7, Block 2 of Pasewalk's Addition to the City of Norfolk, Madison County, Nebraska. CHURCH shall be responsible for the cost of recording the Agreement.

11. An affidavit or a copy of this Agreement shall be filed in the office of the Madison County Register of Deeds and indexed against Lot 6, Block 2 of Pasewalk's Addition to the City of Norfolk, Madison County, Nebraska, so that a search of the records will disclose the obligations of CHURCH that relate to and potentially impact Lot 6, Block 2 of Pasewalk's Addition to the City of Norfolk, Madison County, Nebraska.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing Agreement in duplicate the day and year first above written. This Agreement may be executed in counterparts. Each such counterpart, executed in duplicate, shall be deemed an original hereof and all such executed counterparts shall together be one and the same instrument.

CITY OF NORFOLK, NEBRASKA,
A Municipal Corporation

ATTEST:

_____ By_____
Elizabeth A. Deck, City Clerk Sue Fuchtman, Mayor

Approved as to form: _____
Clint Schukei, City Attorney

CHRIST LUTHERAN CHURCH OF NORFOLK, NEBRASKA, A Nebraska Nonprofit Corporation

By_____
Title: _____
Printed Name: _____

By_____
Title: _____
Printed Name: _____

STATE OF NEBRASKA)
) SS
COUNTY OF MADISON)

Before me, a Notary Public, duly qualified in and for said county and state, personally appeared Sue Fuchtman, Mayor of the City of Norfolk, Nebraska, and Elizabeth A. Deck, Norfolk City Clerk, known to me to be the identical persons who executed the foregoing Agreement and acknowledged the execution thereof to be their voluntary act and deed on behalf of the City of Norfolk.

Witness my hand and notarial seal this _____ day of _____, 2015.

_____
Notary Public

STATE OF _____)
) SS
COUNTY OF _____)

Before me, a Notary Public, duly qualified in and for said county and state, personally appeared _____, _____ of Christ Lutheran Church of Norfolk, Nebraska, a Nebraska Nonprofit Corporation, known to me to be the identical person who executed the foregoing Agreement and acknowledged the execution thereof to be his/her voluntary act and deed on behalf of Christ Lutheran Church of Norfolk, Nebraska.

Witness my hand and notarial seal this _____ day of _____, 2015.

_____
Notary Public

STATE OF _____)
) SS
COUNTY OF _____)

Before me, a Notary Public, duly qualified in and for said county and state, personally appeared _____, _____ of Christ Lutheran Church of Norfolk, Nebraska, a Nebraska Nonprofit Corporation, known to me to be the identical person who executed the foregoing Agreement and acknowledged the execution thereof to be his/her voluntary act and deed on behalf of Christ Lutheran Church of Norfolk, Nebraska.

Witness my hand and notarial seal this _____ day of _____, 2015.

_____
Notary Public

EXHIBIT "A"

DETAIL "A"

LEGAL DESCRIPTION TRACT "A"
ALLEY VACATION:

AN EXISTING ALLEY LOCATED IN SUBDIVISION ONE OF PASEWALK'S ADDITION TO THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 OF SAID SUBDIVISION; THENCE N01°53'54"W (ASSUMED BEARING) ON THE WEST LINE OF SAID ALLEY, A DISTANCE OF 196.48 FEET TO THE NORTH LINE OF SAID SUBDIVISION ONE; THENCE N88°12'34"E ON SAID NORTH LINE, A DISTANCE OF 9.70 FEET; THENCE N87°07'06"E ON SAID NORTH LINE, A DISTANCE OF 10.30 FEET; TO THE EAST LINE OF SAID ALLEY; THENCE S01°53'55"E ON SAID EAST LINE, A DISTANCE OF 196.51 FEET TO THE SOUTHWEST CORNER OF LOT 8 OF SAID SUBDIVISION; THENCE S87°43'01"W, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; CONTAINING 3,928.82 SQUARE FEET, MORE OR LESS

LEGAL DESCRIPTION TRACT "B"
NON-RECORDED ALLEY VACATION:

A NON-RECORDED ALLEY LOCATED IN LOTS 7 AND 8, BLOCK 2, PASEWALK'S ADDITION TO THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF LOT 8 OF SAID SUBDIVISION; THENCE S87°39'14"W (ASSUMED BEARING) ON THE SOUTH LINE OF SAID LOT 8, A DISTANCE OF 206.02 FEET TO THE POINT OF BEGINNING; THENCE N01°53'54"W, A DISTANCE OF 200.66 FEET TO THE NORTH LINE OF SAID LOT 7; THENCE S87°39'45"W, ON SAID NORTH LINE, A DISTANCE OF 20.00 FEET; THENCE S01°53'54"E, A DISTANCE OF 200.67 FEET TO THE SOUTH LINE OF SAID LOT 8; THENCE N88°12'34"E ON SAID SOUTH LINE, A DISTANCE OF 9.70 FEET; THENCE N87°07'06"E ON SAID SOUTH LINE, A DISTANCE OF 10.30 FEET TO THE POINT OF BEGINNING, CONTAINING 4,013 SQUARE FEET, MORE OR LESS

LEGAL DESCRIPTION TRACT "C"
ALLEY DEDICATION:

A TRACT OF LAND LOCATED IN LOT 7, BLOCK 2, PASEWALK'S ADDITION TO THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 7; THENCE N01°56'28"W (ASSUMED BEARING) ON THE EAST LINE OF SAID LOT 7, A DISTANCE OF 55.32 FEET TO THE POINT OF BEGINNING; THENCE S87°39'45"W, A DISTANCE OF 180.04 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST; THENCE 45.00 FEET SUBTENDED BY A CENTRAL ANGLE OF 90°00'00", THENCE ALONG SAID CURVE, THE CHORD OF WHICH BEARS N47°20'15"W, AN ARC DISTANCE OF 70.69 FEET (63.64' CHORD DISTANCE) TO THE NORTH LINE OF SAID LOT 7; THENCE N87°39'45"E ON SAID NORTH LINE, A DISTANCE OF 16.00 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 23.00 FEET SUBTENDED BY A CENTRAL ANGLE OF 90°00'00", ALONG SAID CURVE, THE CHORD OF WHICH BEARS S47°20'15"E, AN ARC DISTANCE OF 36.13 FEET (32.53' CHORD DISTANCE); THENCE N87°39'45"E, A DISTANCE OF 186.19 FEET TO THE EAST LINE OF SAID LOT 7; THENCE S01°56'28"E ON SAID EAST LINE, A DISTANCE OF 22.00 FEET TO THE POINT OF BEGINNING, CONTAINING 5,000 SQUARE FEET, MORE OR LESS.

LEGAL DESCRIPTION TRACT "D"
UNBUILDABLE OUTLOT:

A TRACT OF LAND LOCATED IN LOT 7, BLOCK 2, PASEWALK'S ADDITION TO THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 7; THENCE N01°56'28"W (ASSUMED BEARING) ON THE EAST LINE OF SAID LOT 7, A DISTANCE OF 77.32 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N01°56'28"W ON SAID EAST LINE, A DISTANCE OF 23.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 7; THENCE S87°39'45"W ON THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 209.35 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 23.00 FEET SUBTENDED BY A CENTRAL ANGLE OF 90°00'00", THENCE ALONG SAID CURVE, THE CHORD OF WHICH BEARS S47°20'15"E, AN ARC DISTANCE OF 36.13 FEET (32.53' CHORD DISTANCE); THENCE N87°39'45"E, A DISTANCE OF 186.19 FEET TO THE POINT OF BEGINNING, CONTAINING 4,700 SQUARE FEET, MORE OR LESS

LEGAL DESCRIPTION
CHRIST LUTHERAN CHURCH:

LOTS 2, 3, 4 AND 5, HERMAN GERECKE'S SUBDIVISION OF LOTS 4 AND 5, BLOCK 2, PASEWALK'S 1ST ADDITION TO THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA

LOTS 1, 2, 3, 4, 5, 6 AND 8 OF SUBDIVISION ONE OF PASEWALK'S ADDITION TO NORFOLK (SOMETIMES KNOWN AS LOTS 1, 2, 3, 4, 5, 6 AND 8 BURROW'S SUBDIVISION OF LOTS 9 AND 10 OF BLOCK 2 OF PASEWALK'S FIRST ADDITION TO NORFOLK) IN MADISON COUNTY, NEBRASKA

THE WEST HALF OF LOT 6, ALL OF LOT 7, THE SOUTH 46.0 FEET OF THE EAST 1/2 OF LOT 8, THE NORTH 50.0 FEET OF THE WEST 1/2 OF LOT 8, THE SOUTH 50.5 FEET OF EAST 209.0 FEET OF LOT 8, ALL IN BLOCK 2, PASEWALK'S 1ST ADDITION TO THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA

SURVEYOR'S REPORT:

THIS SURVEY WAS PERFORMED AT THE REQUEST OF CHRIST LUTHERAN CHURCH. THE PURPOSE OF AN VACATION OF AN EXISTING ALLEY, THE VACATION OF A NON-RECORDED ALLEY, THE CREATION OF AN UNBUILDABLE OUTLOT AND THE CREATION OF A NEWLY LOCATED ALLEY BETWEEN 4TH AND 5TH STREET NORTH OF PASEWALK AVENUE IN THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA.

EXISTING MONUMENTS OF RECORD WERE FOUND AT LOCATIONS SHOWN ON THIS PLAT. ALL MONUMENTS FOUND ARE DESCRIBED ON THIS PLAT, UNLESS NOTED OTHERWISE. ALL MONUMENTS SET ARE A 5/8" BY 24" REBAR WITH A PLASTIC CAP STAMPED "L.S. 541", UNLESS NOTED OTHERWISE.

ALL LINES WERE PRODUCED AND ANGLES AND DISTANCES MEASURED WITH A TRIMBLE GPS R8, A TRIMBLE S6 ROBOTIC TOTAL STATION, AND A 100 FOOT STEEL TAPE.

SURVEYOR'S CERTIFICATE:

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

JEFFREY S. RYAN, LS 541

LEGEND
- MONUMENT FOUND
- MONUMENT SET
- C CALCULATED POINT
- D DEEDED DISTANCE
- G GOVERNMENT DISTANCE
- M MEASURED DISTANCE
- P PLATTED DISTANCE
- R RECORDED DISTANCE

GRAPHIC SCALE

NOTE: ALL BEARINGS ARE ASSUMED

JEO CONSULTING ENGINEERS INC
Ph: 402.371.6416
PO Box 1424
Norfolk, NE 68702

SURVEY RECORD

CHRIST LUTHERAN CHURCH

PROJECT NO	R140701
DATE	2-11-2015
DRAWN BY	KSL
FILE NAME	sv-140701.dwg
FIELD BOOK	NORFOLK N-41
FIELD CREW	BJB
SURVEY FILE NO	
REVIEW BY	—
REVIEW DATE	—
REVISIONS	

1 OF 1

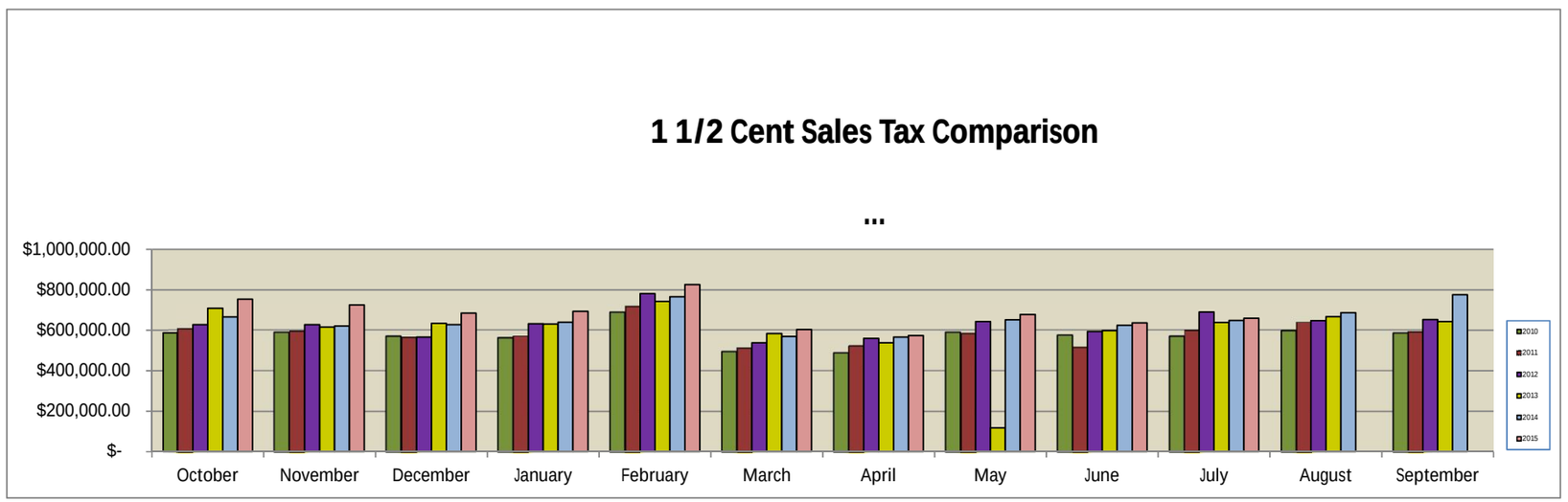
CITY OF NORFOLK

1 1/2 CENT SALES TAX COMPARISON

2010 - 2015

PAYMENT	FISCAL YEARS ENDED SEPTEMBER 30,							2015					FISCAL YEAR 2015		
														LIBRARY	
DATE	2010	2011	2012	2013	2014	2015		BUDGET	CHANGE 2013 TO 2014		BUDGET VARIANCE		1 1/2 CENT	1/2 CENT	TOTAL
October	$ 587,378.01	$ 607,039.72	$ 627,996.26	$ 708,926.01	$ 666,081.29	$ 753,949.42		$ 666,081.29	$ 87,868.13	13.19%	$ 87,868.13	13.19%	$ 753,949.42	$ -	$ 753,949.42
November	$ 589,820.95	$ 594,340.94	$ 627,384.34	$ 615,727.65	$ 620,935.50	$ 725,734.65		$ 620,935.50	$ 104,799.15	16.88%	$ 104,799.15	16.88%	$ 725,734.65	$ -	$ 725,734.65
December	$ 569,426.94	$ 564,907.44	$ 566,564.55	$ 634,256.32	$ 627,781.24	$ 684,327.08		$ 627,781.24	$ 56,545.84	9.01%	$ 56,545.84	9.01%	$ 684,327.08	$ -	$ 684,327.08
January	$ 562,223.13	$ 571,162.04	$ 632,345.58	$ 630,600.09	$ 639,348.82	$ 692,965.08		$ 639,348.82	$ 53,616.26	8.39%	$ 53,616.26	8.39%	$ 692,965.08	$ -	$ 692,965.08
February	$ 688,376.80	$ 717,777.54	$ 781,238.09	$ 742,330.49	$ 765,480.79	$ 825,791.28		$ 765,480.79	$ 60,310.49	7.88%	$ 60,310.49	7.88%	$ 825,791.28	$ -	$ 825,791.28
March	$ 493,810.95	$ 511,249.68	$ 537,636.11	$ 584,083.17	$ 570,155.39	$ 604,219.61		$ 570,155.39	$ 34,064.22	5.97%	$ 34,064.22	5.97%	$ 604,219.61	$ -	$ 604,219.61
April	$ 488,054.31	$ 523,047.17	$ 559,899.58	$ 537,991.68	$ 565,999.26	$ 573,693.21		$ 565,999.26	$ 7,693.95	1.36%	$ 7,693.95	1.36%	$ 573,693.21	$ -	$ 573,693.21
May	$ 589,227.82	$ 583,874.88	$ 643,159.84	$ 117,784.74	$ 652,084.33	$ 677,743.31		$ 652,084.33	$ 25,658.98	3.93%	$ 25,658.98	3.93%	$ 677,743.31	$ -	$ 677,743.31
June	$ 575,722.55	$ 516,132.08	$ 593,619.17	$ 598,736.61	$ 624,663.94	$ 636,506.56	*	$ 624,663.94	$ 11,842.62	1.90%	$ 11,842.62	1.90%	$ 636,506.56	* $ 192,166.97	$ 828,673.53
July	$ 569,405.97	$ 598,473.51	$ 689,833.84	$ 639,257.83	$ 648,215.88	$ 659,979.97		$ 639,257.83	$ 11,764.09	1.81%	$ 20,722.14	3.24%	$ 659,979.97	$ 219,993.32	$ 879,973.29
August	$ 596,659.38	$ 638,532.08	$ 647,105.23	$ 666,987.92	$ 686,846.69			$ 666,987.92	$ -	0.00%	$ -	0.00%	$ -	$ -	$ -
September	$ 585,374.90	$ 592,339.79	$ 653,341.01	$ 642,679.24	$ 775,410.68			$ 642,679.24	$ -	0.00%	$ -	0.00%	$ -	$ -	$ -
TOTALS	$6,895,481.71	$7,018,876.87	$7,560,123.60	$7,119,361.75	$ 7,843,003.81	$ 6,834,910.17		$ 7,681,455.55	$ 454,163.73	7.12%	$ 463,121.78	7.27%	$ 6,834,910.17	$ 412,160.30	$ 7,247,070.46

* All June 2015 motor vehicle sales tax receipts are included with the 1 1/2 cent sales tax receipts.



City of Norfolk, 309 N. 5th Street, Norfolk, NE 68701

ORDINANCE NO. 5348

AN ORDINANCE OF THE CITY OF NORFOLK, NEBRASKA, TO AUTHORIZE THE SALE OF CITY PROPERTY; TO PROVIDE THE TERMS OF SALE AND AUTHORIZE THE MAYOR TO EXECUTE AND DELIVER A QUITCLAIM DEED TO THE PROPERTY; TO PROVIDE FOR A REMONSTRANCE TO SAID SALE AS PROVIDED BY LAW; TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; 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 AS FOLLOWS:

Section 1. That the following described real property owned by the City of Norfolk, Nebraska, to wit:

> Lots 1 through 8, Block 6, Original Town of Norfolk, Madison County, Nebraska, LESS the West 58.5' thereof and LESS the South 5' thereof (legal description is subject to completion of a lot boundary change),

is hereby authorized sold to Young Men's Christian Association of Norfolk, Nebraska, a Nebraska Nonprofit Corporation, for the purchase price of One Dollar ($1.00).

Section 2. That the Mayor is hereby empowered to execute and deliver a Quitclaim Deed to the above described real property to Young Men's Christian Association of Norfolk, Nebraska, upon the payment of the purchase price as set forth above.

Section 3. That such sale shall not be closed for a period of thirty (30) days from the passage and publication date of this Ordinance so as to allow for the remonstrance to said sale by citizens of the City, by filing, in writing, a remonstrance to said sale signed by legal electors of the City equal in number to thirty percent (30%) of the electors of the City voting at the last regular municipal election held by the City, with the governing body of the City. If said remonstrance is filed and certified as legally sufficient by the City Clerk, the above property shall not then, within one (1) year thereafter, be sold.

Section 4. 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 _____, 2015.

ATTEST:

_____
Sue Fuchtman, Mayor

_____
Elizabeth A. Deck, City Clerk

Approved as to form: _____
Clint Schukei, City Attorney

Ordinance No. 5348 Map

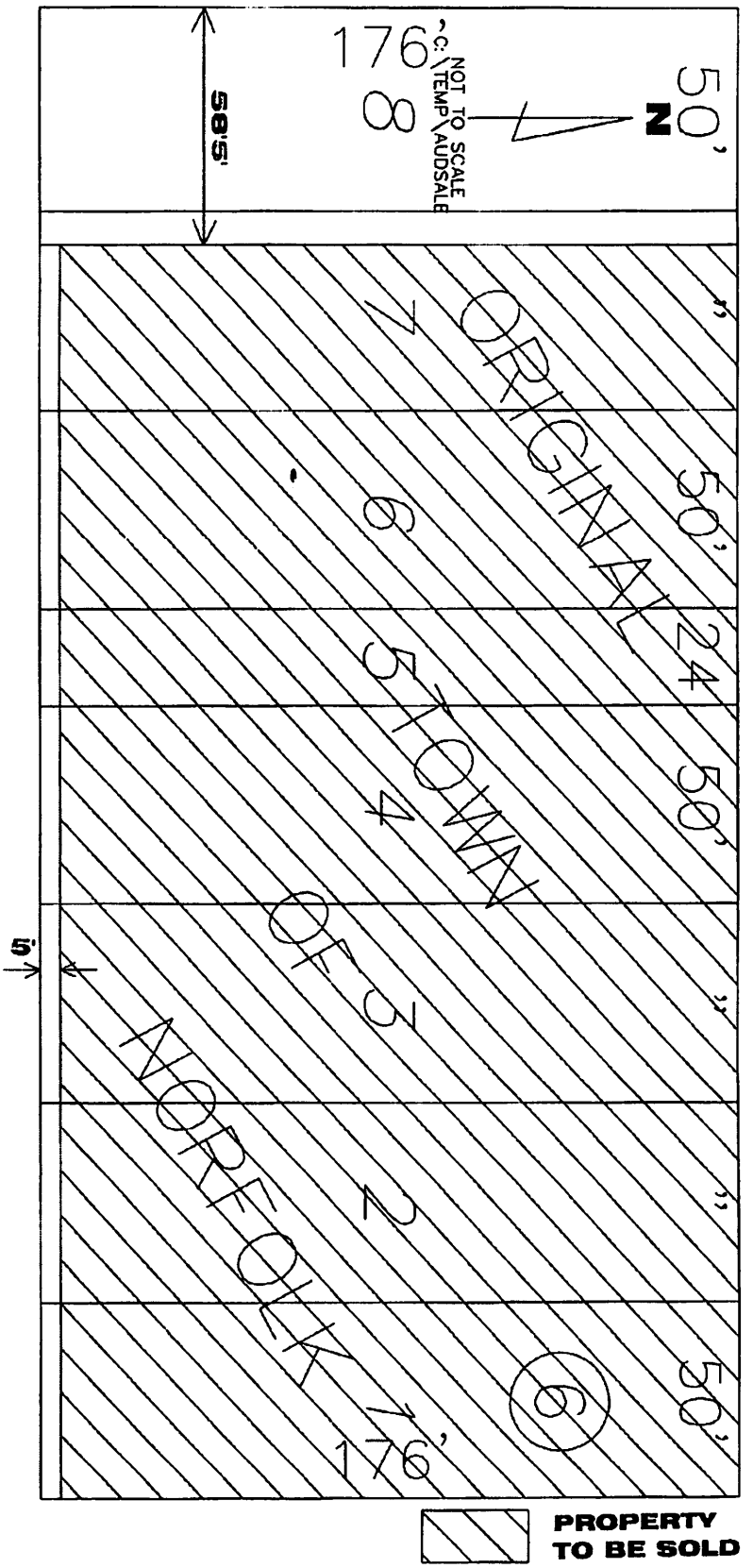


EXHIBIT "A"

City of Norfolk, 309 N. 5th Street, Norfolk, NE 68701

RESOLUTION NO. 2015- 20

WHEREAS, Off Road Speedway, LLC applied for a modification of the hard-surfacing requirements outlined by the Norfolk City Code 27-351; and

WHEREAS, the Norfolk Planning Commission has discussed the application thereon on July 7, 2015 and made a recommendation thereon to the Mayor and City Council; and

WHEREAS, the Mayor and City Council on the 20th of July, 2015 held a public hearing on the applicant's request to receive public input thereon;

WHEREAS, the Mayor and City Council in consideration of the above recitals and in further consideration of the recommendations and evidence adduced at said hearings adopts the following Resolution;

BE IT RESOLVED by the Mayor and City Council of the City of Norfolk, Nebraska, that Off Road Speedway, L.L.C., 2904 Old Highway 8, Norfolk, NE, is hereby granted a modification from the hard-surfacing requirements of the Norfolk City Code at 2904 Old Highway 8, more particularly described real estate to wit:

The N1/2 of the S1/2 of the NW1/4 and all that part of the N1/2 of the NW1/4 lying and being South of the County Road commonly known and referred to as "the Stanton Road" and as "Old Highway No. 8", all in Section 6, Township 23 North, Range 1 East of the 6th P.M., in Stanton County, Nebraska

BE IT RESOLVED by the Mayor and City Council that the following conditions are hereby attached to said waiver as follows:

1. That said hard surfacing modification of the lot shall follow the attached phased diagram;

2. That said hard surfacing modification shall be for a period of nine (9) years, expiring July 20, 2024;

PASSED AND APPROVED this_____day of_____, 20_____

_____
Mayor

ATTEST:

_____
City Clerk
(SEAL)

Approved as to form:_____
City Attorney

The foregoing instrument was acknowledged before me this _____day of _____

20_____by _____

_____
Notary Public

entrance April 2015
Handicap June 30th
& add. to entrance July 4th
Pit Stalls
Pit Stalls
Flood Way
Scale
© 2014 Google

Addendum to Application for Modification of Hard-Surfacing Requirements

We are requesting a waiver from hard surfacing except for 8 handicap parking stalls. This would allow the land to be used for hay, grazing or other agricultural activities before and after the racing season. This area was alfalfa in the past and last year it was planted to corn because of the age of the alfalfa. Last fall grass was planted in anticipation of using it for parking for the race track.

By leaving this area for agriculture, drainage of the area would be more natural by allowing water to seep into the ground.

Work on the hard surface handicap parking started June 30th.

The hard surface entrance to the racetrack was mistakenly made 11ft short of required. This will be corrected after the July 4th race. The 3 week period until the next scheduled race will allow time for installation and curing of the concrete.

APPLICATION FOR MODIFICATION OF HARD-SURFACING REQUIREMENT

Name of applicant **Off Road Speedway**

Mailing Address **1304 Ta Ha Zouka** Phone **402 844 5464**

Authorized Agent **Brian Signor**

Mailing Address **714 S 9th** Phone **402 841 9910**

Legal Description or Address of Property

2904 Old Highway 8

Years requested **10**

New parking lot [x] Existing parking lot [ ] Year Built? **2015**

Present surfacing of parking lot?

Parking Lot:	Gravel [ ]	Dirt [x]	Concrete [ ]	Asphalt [ ]	Other [ ]
Entrance:	Gravel [ ]	Dirt [ ]	Concrete [x]	Asphalt [ ]	Other [ ]

Type of business or use served by your parking lot

Stock Car race track

Does your business involve customer parking needs?

yes

Does the modification arise from conditions which are unique to the property and are not ordinarily found the same zoning district? **yes**

Approximately size of parking lot **460ft by 400ft**

Lot is occupied by: Autos [x] Trucks [ ] Vans [ ]

How many vehicles can the lot hold? 0-10 [ ] 11-20 [ ] 21-30 [ ] 31-40 [ ] 41-50 [ ] 51-100 [ ] over 100 [x]

How many employees in your establishment **15 to 20**

Type of use served by your parking lot **Parking and agriculture**

If your lot is currently used for other than parking, i.e. storage, workshop, etc what is its use? **Agriculture**

APPLICATION FOR MODIFICATION OF HARD-SURFACING REQUIREMENT

If you are unable to park all of your vehicles in the assigned lot, where else do you park?
Area close to the parking lot is an alfalfa field next to the r

When was the main structure built? **2015**

Year of any additions built to the main structure **no plans**

Size **n/a**

Any other building on the lot? **No** Square footage

What is the square footage/acres of the parcel **10 acres**

Zone district

Any specific or unusual parking problems with your operation?

Use would be up to 5hrs a week x 20 weeks per year

Will this waiver cause drainage problems, traffic hazards or other detrimental problems in the area? **Would not allow for natural drainage and agricultural activities would be curtailed without waiver**

Any long or short term projections for further development on this parcel

see attached site plan

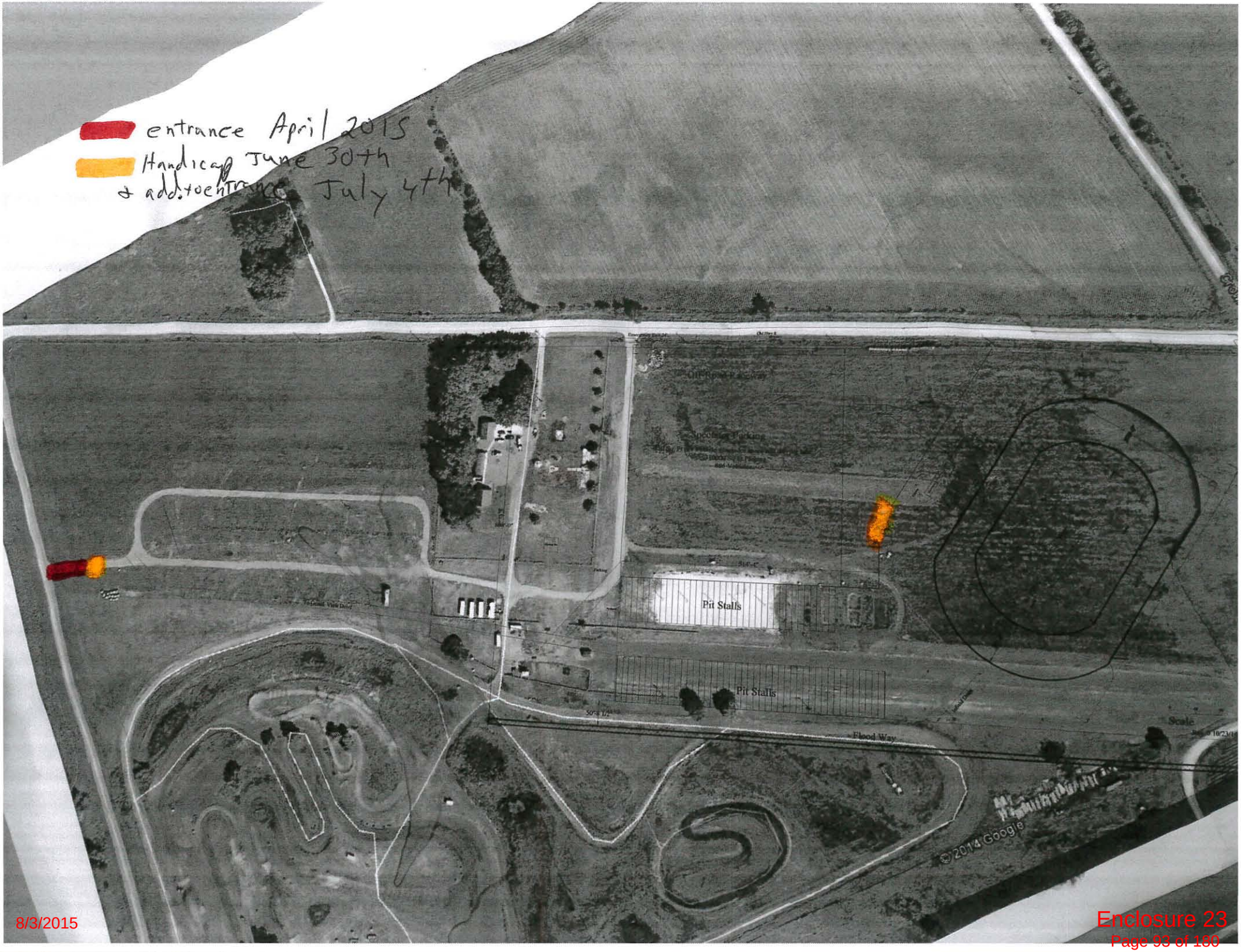
Please provide a time-line with phases for hard-surfacing the parcel. Attach a site plan with phases shown.

Signature

Applicant

Authorized Agent

Return Completed forms to: Norfolk Planning Commission; 701 Koenigstein; Norfolk, NE 68701


entrance April 2015
Handicap June 30th
& add. to entrance July 4th
Pit Stalls
Pit Stalls
Flood Way
Scale
© 2014 Google

Addendum to Application for Modification of Hard-Surfacing Requirements

We are requesting a waiver from hard surfacing except for 8 handicap parking stalls. This would allow the land to be used for hay, grazing or other agricultural activities before and after the racing season. This area was alfalfa in the past and last year it was planted to corn because of the age of the alfalfa. Last fall grass was planted in anticipation of using it for parking for the race track.

By leaving this area for agriculture, drainage of the area would be more natural by allowing water to seep into the ground.

Work on the hard surface handicap parking started June 30th.

The hard surface entrance to the racetrack was mistakenly made 11ft short of required. This will be corrected after the July 4th race. The 3 week period until the next scheduled race will allow time for installation and curing of the concrete.

City of Norfolk
NEBRASKA
planning. right at home.

701 Koenigstein Avenue
Norfolk, NE 68701
(402) 844-2050 (402) 644-8748 (fax)
www.ci.norfolk.ne.us

July 7, 2015

Honorable Mayor
and
City Council

Dear Mayor and Council:

The Norfolk Planning Commission reviewed the request for a ten year paving waiver for Off Road Speedway at 2904 Old Highway 8.

The applicant is requesting the waiver for a 600 x 650 field for parking.

The applicants have hard surfaced the handicapped lots to the grandstand and the rest of the entry apron will be hard surfaced by the end of the month.

They requested a ten year waiver, however the resolution is being changed to nine years so their waiver will expire at the same time as their Conditional Use Permits.

The planning commission recommends approval of the nine year paving waiver on a 8-0 vote.

Sincerely,

Brian Lundy, Chair
Norfolk Planning Commission

City of Norfolk, 309 N. 5th Street, Norfolk, NE 68701

RESOLUTION NO. 2015-20

WHEREAS, Off Road Speedway, L.L.C. applied for a modification (waiver) of the hard-surfacing requirements outlined in Sections 27-348 et. seq. of the Norfolk City Code; and

WHEREAS, the Norfolk Planning Commission has discussed the application thereon on July 7, 2015 and made a recommendation thereon to the Mayor and City Council; and

WHEREAS, the Mayor and City Council on the 20th of July, 2015 held a public hearing on the applicant's request to receive public input thereon;

WHEREAS, the Mayor and City Council in consideration of the above recitals and in further consideration of the recommendations and evidence adduced at said hearings adopts the following Resolution;

BE IT RESOLVED by the Mayor and City Council of the City of Norfolk, Nebraska, that Off Road Speedway, L.L.C., 2904 Old Highway 8, Norfolk, NE, is hereby granted a waiver from the hard-surfacing requirements of the Norfolk City Code for the required parking stalls at 2904 Old Highway 8, more particularly described real estate to wit:

The N1/2 of the S1/2 of the NW1/4 and all that part of the N1/2 of the NW1/4 lying and being South of the County Road commonly known and referred to as "the Stanton Road" and as "Old Highway No. 8", all in Section 6, Township 23 North, Range 1 East of the 6th P.M., in Stanton County, Nebraska

BE IT RESOLVED by the Mayor and City Council that the following conditions are hereby attached to said waiver as follows:

1. That said hard surfacing waiver shall expire October 28, 2024. Any modification or extension of said waiver must be approved by the Norfolk City Council after recommendation by the Norfolk Planning Commission.

2. The Norfolk City Council reserves the right to, at any time, upon recommendation of the Norfolk Planning Commission, modify this waiver or remove this waiver and require compliance with the hard-surfacing requirements of the Norfolk City Code.

PASSED AND APPROVED this_____day of_____, 2015.

_____
Mayor

ATTEST:

_____
City Clerk
(SEAL)

Approved as to form:_____
City Attorney

The foregoing instrument was acknowledged before me this _____day of _____

20_____by _____

_____
Notary Public

ORDINANCE NO. 5355

AN ORDINANCE OF THE CITY OF NORFOLK, NEBRASKA TO AMEND SECTION 2-5 OF THE OFFICIAL CITY CODE TO INCREASE AMBULANCE FEES RELATED TO "ASSIST ONLY" CALLS; TO INCREASE SEWER RATES, TO INCLUDE RESERVATION FEES FOR STAGES AT CENTRAL PARK AND SKYVIEW PARK, TO INCLUDE A MECHANICAL PERMIT FEE FOR PACKAGED TERMINAL AIR CONDITIONER; 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 2-5 of the Official City Code be and the same are hereby amended to read as follows:

Sec. 2-5. Schedule of Fees.

(a) As used in this section:

Category 1 group shall mean a group physically located or having its principal place of business physically located within the city and its zoning jurisdiction.

Category 2 group shall mean a group physically located or having its principal place of business physically located outside of the city and its zoning jurisdiction.

Norfolk schools shall mean all public and private schools physically located within the city and its zoning jurisdiction.

In the event the description of any fee appearing in the Schedule of Fees in subsection (b) is inconsistent with the wording of the corresponding Code section, the wording of the Code section shall be deemed to control.

(b) Schedule of Fees:

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Ambulance Fees	Basic life support, non-emergency.	2-2	$450.00	10/1/2013
Ambulance Fees	Basic life support, emergency.	2-2	$600.00	10/1/2013
Ambulance Fees	Basic life support, assist only.	2-2	~~$50.00~~ $100.00	9/1/2015
Ambulance Fees	Advanced life support (1), non-emergency.	2-2	$650.00	10/1/2013
Ambulance Fees	Advanced life support (1), emergency (one or two ALS interventions).	2-2	$750.00	10/1/2013
Ambulance Fees	Advanced life support (2), emergency (at least three different medications/procedures).	2-2	$850.00	10/1/2013
Ambulance Fees	Advanced life support, assist only.	2-2	~~$150.00~~ $200.00	9/1/2015
Ambulance Fees	Specialty care transport (inter-hospital service beyond scope of paramedic).	2-2	$700.00	
Ambulance Fees	Fee per mile loaded outside Norfolk corporate city limits from 1 to 17 miles. Not including basic life support assistance or advanced life support assistance.	2-2	$14.00	10/1/2013
Ambulance Fees	Fee per mile loaded outside Norfolk corporate city limits from 18-50 miles. Not including basic life support assistance or advanced life support assistance.	2-2	$12.00	10/1/2013

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Ambulance Fees	Fee per mile loaded outside Norfolk corporate city limits for 50+ miles. Not including basic life support assistance or advanced life support assistance.	2-2	$10.00	10/1/2013
Blighted Property	Processing fee to declare real property blighted.	2-3	$100.00	
Alarm Systems	Digital alarm monitoring fee per day in advance for up to two alarms.	2.5-4(k)	$0.75	
Alarm Systems	False alarms, not including fire alarms, occurring 7-10 times within a permit year, per occurrence.	2.5-5(a)	$25.00	
Alarm Systems	False alarms, not including fire alarms, occurring 11-15 times within a permit year, per occurrence.	2.5-5(a)	$50.00	
Alarm Systems	False alarms, not including fire alarms, occurring 16-20 times within a permit year, per occurrence.	2.5-5(a)	$75.00	
Alarm Systems	False alarms, not including fire alarms, occurring 21 or more times within a permit year, per occurrence.	2.5-5(a)	$100.00	
Alarm Systems	Fire false alarms occurring 7-10 times within a permit year, per occurrence.	2.5-5(b)	$150.00	
Alarm Systems	Fire false alarms occurring 11-15 times within a permit year, per occurrence.	2.5-5(b)	$500.00	
Alarm Systems	Fire false alarms occurring 16 or more times within a permit year, per occurrence.	2.5-5(b)	$630.00	
Alcoholic Beverage Occupation Taxes	Manufacturer of alcohol and spirits.	3-27(a)	$2,000.00	

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Alcoholic Beverage Occupation Taxes	Manufacturer of beer.	3-27(a)	Same as license	
Alcoholic Beverage Occupation Taxes	Manufacturer of wine.	3-27(a)	$500.00	
Alcoholic Beverage Occupation Taxes	Alcoholic liquors distributor.	3-27(a)	$1,500.00	
Alcoholic Beverage Occupation Taxes	Beer distributor.	3-27(a)	$1000.00	
Alcoholic Beverage Occupation Taxes	Retailer of beer only, for consumption on the premises.	3-27(a)	$200.00	
Alcoholic Beverage Occupation Taxes	Retailer of beer only, for consumption off the premises.	3-27(a)	$200.00	
Alcoholic Beverage Occupation Taxes	Retailer of alcoholic liquors for consumption on the premises and off the premises.	3-27(a)	$600.00	
Alcoholic Beverage Occupation Taxes	Retailer of alcoholic liquors for consumption off the premises.	3-27(a)	$400.00	
Alcoholic Beverage Occupation Taxes	Retailer of alcoholic liquors for consumption on the premises.	3-27(a)	$500.00	
Alcoholic Beverage Occupation Taxes	Special designated permit, per day.	3-27(a)	$80.00	

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Alcoholic Beverage Occupation Taxes	Non-beverage user: Class 1.	3-27(a)	$10.00	
Alcoholic Beverage Occupation Taxes	Non-beverage user: Class 2.	3-27(a)	$50.00	
Alcoholic Beverage Occupation Taxes	Non-beverage user: Class 3.	3-27(a)	$100.00	
Alcoholic Beverage Occupation Taxes	Non-beverage user: Class 4.	3-27(a)	$200.00	
Alcoholic Beverage Occupation Taxes	Non-beverage user: Class 5.	3-27(a)	$500.00	
Alcoholic Beverage Occupation Taxes	Catering permit for Class C, D or I licensees.	3-27(a)	$200.00	
Alcoholic Beverage Occupation Taxes	Bottle club.	3-27(a)	$500.00	
Animals and Fowl	Animal impoundment fee for returned loose animals.	4-6	$10.00	
Animals and Fowl	Dog and cat pet licenses.	4-11	Free	
Animals and Fowl	Daily boarding fee, payable along with impoundment fee.	4-25	$5.00	
Animals and Fowl	First violation per owner or animal, payable along with impoundment fee.	4-25	$15.00	
Animals and Fowl	Second violation per owner or animal, payable along with impoundment fee.	4-25	$20.00	

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Animals and Fowl	Third violation per owner or animal, payable along with impoundment fee.	4-25	$30.00	
Bicycles and Scooters	Bicycle registration.	5-2(b)	$2.00	
Bicycles and Scooters	Duplicate bicycle registration.	5-2(b)	$2.00	
Bicycles and Scooters	Motor scooter (gas/electric) registration.	5-25(c)	$5.00	
Bicycles and Scooters	Duplicate scooter (gas/electric) registration.	5-25(c)	$5.00	
Bicycles and Scooters	Release from impoundment (not inclusive of towing or removal fees).	5-27(c)	$25.00	
Building Permit Fees	Building permit fee per finished square foot for new construction and additions: ground floor and above.	6-18 6-162	$0.20	
Building Permit Fees	Building permit fee per finished square foot for new construction and additions: finished basement.	6-18 6-162	$0.13	
Building Permit Fees	Building permit fee per finished square foot for new construction and additions: unfinished basement.	6-18 6-162	$0.10	
Building Permit Fees	Building permit fee per finished square foot for new construction and additions: garage.	6-18 6-162	$0.10	
Building Permit Fees	Building permit fee per finished square foot for remodel of basement or finish.	6-18 6-162	$0.16	
Building Permit Fees	Building permit fee per square foot for unfinished and accessory structures: Garages, accessory buildings, decks and warehouses.	6-18 6-162	$0.13	

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Building Permit Fees	Building permit fee per foot of height for new communication towers.	6-18 6-162	$5.00	
Building Permit Fees	Building permit fee per foot of height to co-locate on a tower.	6-18 6-162	$2.50	
Building Permit Fees	Permit fee to locate a manufactured home in a mobile home park.	6-18 6-162	$100.00	
Building Permit Fees	Permit fee to install an in-ground swimming pool.	6-18 6-162	$100.00	
Building Permit Fees	Building permit fee to install a sign from 0-99 sq. ft.	6-18	$25.00	
Building Permit Fees	Building permit fee to install a sign from 100-199 sq. ft.	6-18	$50.00	
Building Permit Fees	Building permit fee to install a sign from 200-300 sq. ft.	6-18	$100.00	
Building Permit Fees	Demolition permit (when disconnection of water & sewer is NOT requested).	6-18 6-162	$25.00	10/1/2011
Building Permit Fees	Demolition permit (when disconnection of water & sewer is requested).	6-18 6-162	$40.00	10/1/2011
Building Permit Fees	Miscellaneous/minimum permit fee.	6-18 6-162	$25.00	
Building Permit Fees	Permit fee when work commences prior to permit application.	6-18 6-162	Triple normal permit fee	
Building Permit Fees	Re-inspection fee for third and subsequent re-inspection.	6-18 6-162	$50.00	
Electrical Contractor Registration Fees	Original issuance of State of Nebraska electrical contractor, Class B electrical contractor, Class A master electrician, Class B master electrician, special electrician, or a fire alarm installer's license.	6-71	$75.00	

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Electrical Contractor Registration Fees	Renewal issuance of State of Nebraska electrical contractor, Class B electrical contractor, Class A master electrician, Class B master electrician, special electrician, or a fire alarm installer's license.	6-71	$50.00	
Electrical Permit Fees	Electrical permit fee based on valuation of work to be completed from $1.00 - $1,500.00.	6-94	$25.00	
Electrical Permit Fees	Electrical permit fee for work valued between $1,501.00 and $34,000.00. Permit cost calculated at $5.00 per each $500.00 value increase or fraction thereof, plus $25.00 minimum permit fee.	6-94	$25.00 (permit) +$5.00/$500.00 value increase	
Electrical Permit Fees	Electrical permit fee for work valued at greater than $34,000.00. Permit cost calculated at $10.00 per each $1,000.00 value increase or fraction thereof, after $34,000.00, plus $350.00 minimum permit fee.	6-94	$350.00 (permit)+$10.00/$1000.00 value increase	
Electrical Permit Fees	Minimum permit fee.	6-94	$25.00	
Electrical Permit Fees	Permit fee when work commences prior to permit application.	6-94	Triple normal permit fee	
Electrical Permit Fees	Re-inspection fee for third and subsequent re-inspections.	6-94	$50.00	
Mechanical Permit Fees	New installation fee, per number of square feet conditioned.	6-107	$0.15	
Mechanical Permit Fees	Heating unit permit fee, under 140,000 BTU.	6-107	$35.00	

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Mechanical Permit Fees	Heating unit permit fee, 141,000 BTU - 499,000 BTU (per unit).	6-107	$150.00	
Mechanical Permit Fees	Heating unit permit fee, greater than 499,000 BTU (per unit).	6-107	$250.00	
Mechanical Permit Fees	Cooling unit permit fee, residential (per unit).	6-107	$30.00	
Mechanical Permit Fees	Cooling unit permit fee, commercial (per ton).	6-107	$10.00	
Mechanical Permit Fees	Cooling unit permit fee, industrial chillers (per unit).	6-107	$750.00	
Mechanical Permit Fees	Miscellaneous installation fee (not requiring new/replacement equipment).	6-107	$25.00	
Mechanical Permit Fees	Mixing/VAV (variable air volume) boxes.	6-107	$25.00	
Mechanical Permit Fees	Commercial hood system permit fee, per square foot of hood.	6-107	$3.00	
Mechanical Permit Fees	Infrared pipe heating systems or hanging unit heaters permit fee (per unit).	6-107	$35.00	
Mechanical Permit Fees	Minimum permit fee.	6-107	$25.00	
Mechanical Permit Fees	Packaged Terminal Air Conditioner (PTAC Unit)	6-107	$25.00 for first unit plus $10.00 per each additional unit	9/1/2015
Mechanical Permit Fees	Permit fee when work commences prior to permit application.	6-107	Triple normal permit fee	
Mechanical Permit Fees	Re-inspection fee for third and subsequent re-inspections.	6-107	$50.00	
Mechanical Contractor Registration Fees	Original mechanical contractor's registration.	6-109	$75.00	

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Mechanical Contractor Registration Fees	Renewal of mechanical contractor's registration.	6-109	$50.00	
Gas Contractor Registration Fees	Original gas contractor's registration.	6-111	$75.00	
Gas Contractor Registration Fees	Renewal of gas contractor's registration.	6-111	$50.00	
Plumbing Permit Fees	1st trap installation.	6-122	$10.00	
Plumbing Permit Fees	Additional trap installation fee (per trap).	6-122	$5.00 plus $0.01 per finished square foot	
Sanitary Sewer Line Installation	Installation of 4 inch sanitary sewer line, per 100 feet of line or fraction thereof.	6-122	$12.00	
Sanitary Sewer Line Installation	Installation of sanitary sewer line greater than 4 inches, per 100 feet of line or fraction thereof.	6-122	$20.00	
Private Water Line Installation	Installation of private water line up to and including 1 inch line, per 100 feet of line or fraction thereof.	6-122	$12.00	
Private Water Line Installation	Installation of private water line greater than 1-inch, per 100 feet of line or fraction thereof.	6-122	$20.00	
Private Water Line Installation	Minimum permit fee.	6-122	$25.00	
Private Water Line Installation	Permit fee when work commences prior to permit application.	6-122	Triple normal fee	
Private Water Line Installation	Re-inspection fee for third and subsequent re-inspection.	6-122	$50.00	

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Plumbing Contractor Registration Fee	Original plumbing contractor's registration.	6-143(a)	$75.00	
Plumbing Contractor Registration Fee	Renewal of plumbing contractor's registration.	6-143(a)	$50.00	
Journeyman and Apprentice Plumber's Registration Fees	Original journeyman plumber's registration fee.	6-144(b)	$50.00	
Journeyman and Apprentice Plumber's Registration Fees	Renewal of journeyman plumber's registration fee.	6-144(b)	$25.00	
Journeyman and Apprentice Plumber's Registration Fees	Apprentice plumber's registration fee.	6-145	$10.00	
Property Maintenance	Application fee for appeal of the decision of a code official.	6-183	$500.00	
Fireworks	Fireworks stand occupation tax (annually, per permit).	8-5	$200.00	
Fire Code Permit Fees	L.P.G. tank, 20 - 500 gallon water capacity.	8-28	$25.00	
Fire Code Permit Fees	L.P.G. tank, 501 - 90,000 gallon water capacity.	8-28	$35.00	
Fire Code Permit Fees	Flammable and combustible liquid tanks, 50 - 20,000 gallon water capacity.	8-28	$70.00	
Fire Sprinkler and Suppression Contractor Fees	Initial registration to install fire sprinkler and suppression systems.	8-29	$75.00	

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Fire Code Permit Fees	Annual re-registration to install fire sprinkler and suppression systems.	8-29	$50.00	
Fire Sprinkler and Suppression Contractor Fees	Fire sprinkler system permit, per head.	8-29	$1.50	
Fire Sprinkler and Suppression Contractor Fees	Fire suppression system permit, per extinguishing agent discharge point.	8-29	$3.00	
Fire Alarm Installer Contractor Fees	Fire alarm installer contractor registration.	8-31	$75.00	
Fire Alarm Installer Contractor Fees	Renewal of fire alarm installer contractor registration.	8-31	$50.00	
Fire Alarm Installer Contractor Fees	Fire alarm system permit fee, per initiating device.	8-31	$2.00	
Garbage and Trash	Typical municipal solid waste, per ton.	10-27(1)	$56.00	6/1/2014
Garbage and Trash	NNSWC gate fee, per ton.	10-28(a)	$24.00	
Garbage and Trash	Transfer station inspection fee, per load.	10-28(b)	$8.00	
Garbage and Trash	Transfer station minimum MSW fee, per vehicle.	10-28(c)	$12.00	
Garbage and Trash	Transfer station operating fee, per ton.	10-28(c)	$32.00	6/1/2014
Garbage and Trash	Sorting/loading labor, per hour.	10-28(d)	$40.00	11/4/2013
Garbage and Trash	Animal crematory, per hour.	10-28(d)	$15.00	

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Garbage and Trash	Automotive battery, each.	10-28(d)	$5.00	
Garbage and Trash	Computer/TV monitors, each.	10-28(d)	$10.00	11/4/2013
Garbage and Trash	Computer system disposal, each.	10-28(d)	$15.00	
Garbage and Trash	Concrete, clean and un-coated, per ton.	10-28(d)	$5.00	
Garbage and Trash	Concrete, coated and/or painted, per ton.	10-28(d)	$5.00	
Garbage and Trash	Construction and demolition, untreated dimensional lumber, per ton.	10-28(d)	$30.00	
Garbage and Trash	Car tires, each.	10-28(d)	$2.50	
Garbage and Trash	Hazardous waste.	10-28(d)	Actual costs associated with handling, storage and disposal	
Garbage and Trash	Light truck tires, each.	10-28(d)	$3.00	10/6/2014
Garbage and Trash	Truck tires/skid loader rubber tracks, each.	10-28(d)	$15.00	10/6/2014
Garbage and Trash	Tractor tires, each.	10-28(d)	$35.00	10/6/2014
Garbage and Trash	Tire with rim, each.	10-28(d)	Twice the stated tire fee	
Garbage and Trash	Appliances, each.	10-30(a)	8.00	
Garbage and Trash	Appliances with Freon, each.	10-30(a)	$30.00	
Garbage and Trash	Yard waste, per 36 gallon bag.	10-30(b)	$0.60	
Garbage and Trash	Yard waste, per cubic yard.	10-30(b)	$3.00	10/1/2011
Garbage and Trash	Yard waste, per ton.	10-30(b)	$19.00	
Garbage and Trash	Yard waste, flat rate for standard size pickup boxes and smaller, each.	10-30(b)	$3.00	

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Garbage and Trash	Tree waste, per ton.	10-30(c)	$19.00	
Garbage and Trash	Brush and limbs, flat rate for standard size pickup boxes and smaller, each.	10-30(c)	$3.00	
Garbage and Trash	Floppy discs, flash drives, small tape back-ups shredding, each.	NA	$0.50	11/4/2013
Garbage and Trash	Large tape back-ups, phones without batteries shredding, each.	NA	$1.00	11/4/2013
Garbage and Trash	1-5 Hard drives/phones with batteries shredding, each.	NA	$5.00	11/4/2013
Garbage and Trash	6-20 Hard drives/phones with batteries shredding, each.	NA	$4.00	11/4/2013
Garbage and Trash	21+ Hard drives/phones with batteries shredding, each.	NA	$3.00	11/4/2013
Garbage and Trash	Large rubber tractor tracks, each.	NA	$100.00	11/4/2013
Garbage and Trash	Scale out weighing, one weight from stored weights, one weight is new.	NA	$8.00	11/4/2013
Garbage and Trash	Scale in weighing, weigh a vehicle in and out.	NA	$10.00	11/4/2013
Garbage and Trash	Sale of dirt, pickup or small trailer loaded by hand.	NA	$5.00	11/4/2013
Garbage and Trash	Transfer trailer rent and transportation (within city limits and extraterritorial zoning jurisdiction only).	NA	Actual cost of shipping, landfill gate fee, and transfer station inspection fee plus $50.00	11/4/2013
Health and Sanitation	Public pool operating permit (class B, C, D, E, or F pools).	11-47	$50.00	10/1/2013
Permits and Business Regulations	Circus, annual fee (not required for non-profit or civic clubs).	13-17(a)	$500.00	
Permits and Business Regulations	Carnival, daily fee.	13-17(b)	$50.00	

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Permits and Business Regulations	Salvage yard permit annual fee.	13-42(a)	$50.00	
Permits and Business Regulations	Antique and used merchandise annual permit.	13-58(a)	$25.00	
Permits and Business Regulations	Auction permit, annual fee.	13-58(a)	$25.00	
Permits and Business Regulations	Second hand dealer permit, annual fee.	13-58(a)	$25.00	
Permits and Business Regulations	Pawnbroker's permit, annual fee.	13-71(b)	$100.00	11/21/2011
Permits and Business Regulations	Telecommunications occupation tax.	13-80(a)	3% gross receipts	
Permits and Business Regulations	Failure of telephone company to provide statement of quarterly gross receipts subject to occupation tax.	13-82(b)	$25,000.00	
Permits and Business Regulations	Itinerant merchant (occupation tax), per vehicle annually.	13-113(a)	$100.00	11/21/2011
Permits and Business Regulations	Peddler/solicitor (occupation tax), 3 month permit.	13-113(b)	$25.00	11/21/2011
Permits and Business Regulations	Peddler/solicitor (occupation tax) renewal, 3 month permit.	13-113(b)	$10.00	11/21/2011
Permits and Business Regulations	Peddler/solicitor (occupation tax) per vehicle, 3 month permit.	13-113(b)	$5.00	11/21/2011
Permits and Business Regulations	Street vendor/temporary merchant (occupation tax), annually.	13-113(c)	$75.00	11/21/2011
Permits and Business Regulations	Street vendor/temporary merchant (occupation tax), per vehicle, annually.	13-113(c)	$5.00	11/21/2011

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Permits and Business Regulations	Appeal of denied itinerant merchant, peddler, solicitor, street vendor, or temporary merchant permit, non-refundable.	13-117	$100.00	11/21/2011
Permits and Business Regulations	Games of chance (occupation tax).	13-143	5% of gross receipts per quarter	
Permits and Business Regulations	Distributing gambling devices (occupation tax).	13-144	5% of gross receipts per quarter	
Permits and Business Regulations	Gambling device permit fee per location.	13-148	$10.00	
Permits and Business Regulations	Hotel lodging (occupation tax)	13-163	4% of gross receipts	2/1/2011
Permits and Business Regulations	Restaurant and alcohol sales (occupation tax)	13-183	2% of gross receipts	2/1/2011
Permits and Business Regulations	Horse-drawn carriage business license	13-202	$25.00	11/21/2011
Mobile Homes and Mobiles Home Parks	Mobile home park permit, plus $1.00 per space.	15-33	$25.00 + $1.00 per space	
Nuisances	Administrative weed/litter/drainage fee.	17-16	$25.00	
Nuisances	Weed abatement fee.	17-16	Cost as billed by contractor plus $0.01 per square foot if weeds are controlled by the city	
Nuisances	Litter removal.	17-16	Actual cost of litter removal	
Nuisances	Stagnant water mitigation.	17-16	Actual cost of draining and filling to remove stagnant water	
Nuisances	Graffiti removal.	17-55(c)	Actual cost to remove graffiti	

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Response to Large Parties	Large party response fee.	20-8	Actual cost	
Streets and Sidewalks	Sidewalk mobilization fee.	22-23(c)	$100.00	
Streets and Sidewalks	Construction or repair of sidewalks per square foot.	22-23(c)	$10.00	
Streets and Sidewalks	Under concrete pavement minimum fee, includes first 2 square yards.	22-68(a)	$375.00	
Streets and Sidewalks	Under concrete pavement, cost per additional square yard or fraction thereof.	22-68(a)	$75.00	
Streets and Sidewalks	Under gravel or earth roads minimum fee, includes first 2 square yards.	22-68(a)	$120.00	
Streets and Sidewalks	Under gravel or earth roads, cost per additional square yard or fraction thereof.	22-68(a)	$40.00	
Streets and Sidewalks	Concrete paving cuts, cost per foot.	22-68(a)	$5.00	
Streets and Sidewalks	Concrete paving cuts, minimum fee.	22-68(a)	$50.00	
Streets and Sidewalks	Sawing and removing curbs, cost per foot.	22-68(a)	$8.00	
Streets and Sidewalks	Removing curb and gutter, cost per foot.	22-68(a)	$5.00	
Streets and Sidewalks	Curb removal minimum fee.	22-68(a)	$100.00	
Streets and Sidewalks	Curb removal by grinding, permit fee.	22-68(a)	$15.00	
Streets and Sidewalks	Curb removal by grinding, cost per lineal foot.	22-68(a)	$9.50	
Streets and Sidewalks	Curb removal by grinding, minimum fee (non-inclusive of permit fee).	22-68(a)	$100.00	
Streets and Sidewalks	Curb removal by grinding, contractor permit fee.	22-68(a)	$15.00	
Streets and Sidewalks	Fill material for backfilling, cost per cubic yard.	22-68(a)	$7.00	

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Streets and Sidewalks	Rental price per day: 12 foot barricade with legs.	22-68(b)	$3.00	
Streets and Sidewalks	Rental price per day: solar lights.	22-68(b)	$2.00	
Streets and Sidewalks	Rental price per day: plastic drum.	22-68(b)	$3.50	
Streets and Sidewalks	Replacement fee: each 12 foot barricade.	22-68(b)	$20.00	
Streets and Sidewalks	Replacement fee: each damaged "A" frame leg.	22-68(b)	$20.00	
Streets and Sidewalks	Replacement fee: each solar light.	22-68(b)	$25.00	
Streets and Sidewalks	Replacement fee: each plastic drum.	22-68(b)	$75.00	
Moving Buildings	Annual building mover's registration.	22-88	$100.00	
Moving Buildings	Single event building mover's fee.	22-88	$50.00	
Moving Buildings	Permit to move buildings.	22-98	$25.00	
Subdivisions	Lot boundary change filing fee.	23-16.1(b)	$100.00	
Subdivisions	Preliminary plat approval.	23-21	$100.00	
Subdivisions	Preliminary plat fee per lot.	23-21	$5.00	
Subdivisions	Final plat approval.	23-21	$100.00	
Subdivisions	Final plat fee per lot.	23-21	$5.00	
Subdivisions	Request for a waiver of minimum subdivision improvements.	23-48	$250.00	
Traffic	Impounded vehicle storage fee, first day.	24-152(c)	$25.00	
Traffic	Impounded vehicle storage fee, subsequent days.	24-152(c)	$5.00	
Traffic	Cost of towing an impounded vehicle.	24-152(c)	Actual cost	
Trees and Shrubbery	Failure to reimburse city for abatement of nuisance, in addition to cost of abatement.	25-2(d)	$25.00	

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Water	Final reading required before new water and/or sewer service.	26-2	$30.00	
Water	Water and/or sewer service turn on fee for newly constructed residences and businesses.	26-2	$30.00	
Water	Water system tap fee.	26-11(a)	$95.00 + materials	
Water	Connection to water system, per front foot of property.	26-11(b)	$5.00	
Water	Restoration of water service during normal business hours.	26-18	$30.00	
Water	Restoration of water service outside of normal business hours.	26-18	$45.00	
Water Rates and Charges	Water usage rate for the first 660 cubic feet of water inside city limits.	26-41(b)	minimum fee for meter size	
Water Rates and Charges	Water usage rate per 100 cubic feet from 660 to 6,660 cubic feet of water inside city limits.	26-41(b)	$1.29	
Water Rates and Charges	Water usage rate per 100 cubic feet from 6,660 to 33,660 cubic feet of water inside city limits.	26-41(b)	$1.03	
Water Rates and Charges	Water usage rater per 100 cubic feet for water usage over 33,660 cubic feet inside city limits.	26-41(b)	$0.91	
Water Rates and Charges	Water usage rate for the first 660 cubic feet of water outside city limits.	26-41(b)	minimum fee for meter size	
Water Rates and Charges	Water usage rate per 100 cubic feet from 660 to 6,660 cubic feet of water outside city limits.	26-41(b)	$2.58	
Water Rates and Charges	Water usage rate per 100 cubic feet from 6,660 to 33,660 cubic feet of water outside city limits.	26-41(b)	$2.06	
Water Rates and Charges	Water usage rater per 100 cubic feet for water usage over 33,660 cubic feet outside city limits.	26-41(b)	$1.52	

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Water Rates and Charges	Minimum charge for 5/8 inch water meter within city limits, per bi-monthly billing period.	26-41(c)	$11.40	4/5/2012
Water Rates and Charges	Minimum charge for 3/4 inch water meter within city limits, per bi-monthly billing period.	26-41(c)	$12.35	4/5/2012
Water Rates and Charges	Minimum charge for 1 inch water meter within city limits, per bi-monthly billing period.	26-41(c)	$14.50	4/5/2012
Water Rates and Charges	Minimum charge for 1 1/2 inch water meter within city limits, per bi-monthly billing period.	26-41(c)	$26.50	4/5/2012
Water Rates and Charges	Minimum charge for 2 inch water meter within city limits, per bi-monthly billing period.	26-41(c)	$41.00	4/5/2012
Water Rates and Charges	Minimum charge for 3 inch water meter within city limits, per bi-monthly billing period.	26-41(c)	$78.00	4/5/2012
Water Rates and Charges	Minimum charge for 4 inch water meter within city limits, per bi-monthly billing period.	26-41(c)	$120.00	4/5/2012
Water Rates and Charges	Minimum charge for 6 inch water meter within city limits, per bi-monthly billing period.	26-41(c)	$230.00	4/5/2012
Water Rates and Charges	Minimum charge for 5/8 inch water meter outside city limits, per bi-monthly billing period.	26-41(c)	$22.80	4/5/2012
Water Rates and Charges	Minimum charge for 3/4 inch water meter outside city limits, per bi-monthly billing period.	26-41(c)	$24.70	4/5/2012
Water Rates and Charges	Minimum charge for 1 inch water meter outside city limits, per bi-monthly billing period.	26-41(c)	$29.00	4/5/2012
Water Rates and Charges	Minimum charge for 1 1/2 inch water meter outside city limits, per bi-monthly billing period.	26-41(c)	$53.00	4/5/2012
Water Rates and Charges	Minimum charge for 2 inch water meter outside city limits, per bi-monthly billing period.	26-41(c)	$82.00	4/5/2012

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Water Rates and Charges	Minimum charge for 3 inch water meter outside city limits, per bi-monthly billing period.	26-41(c)	$156.00	4/5/2012
Water Rates and Charges	Minimum charge for 4 inch water meter outside city limits, per bi-monthly billing period.	26-41(c)	$240.00	4/5/2012
Water Rates and Charges	Minimum charge for 6 inch water meter outside city limits, per bi-monthly billing period.	26-41(c)	$460.00	4/5/2012
Water Rates and Charges	Service fee: delinquent charges collected more than once in a 12 month period.	26-46(a)	$30.00	
Sewers	Connection to, extension or alteration of, existing sewer lines per front foot of property.	26-58(a)	$5.00	
Sewers	Building sewer application, permit, and inspection fee (building sewer terminated in sewer main).	26-59(b)	$20.00	12/2/2013
Sewers	Building sewer application, permit, and inspection fee (building sewer terminated in manhole).	26-59(l)	$20.00	12/2/2013
Sewers	Appeal of decision of city engineer.	26-64(a)	$500.00 + publication and court reporter costs	11/4/2013
Sewers	Individual sewage system construction permit filing fee.	26-80	$50.00	
Water and Sewer Inspection	Inspection of water, sewer or disposal system as a condition of the sale of real estate or for the financing thereof.	26-86(c)	$50.00	
Wastewater Treatment	Residential and commercial waste water treatment, minimum bi-monthly charge.	26-97(e)	~~$22.11~~ $23.57	~~10/1/2012~~ 9/1/2015
Wastewater Treatment	Additional charge per 100 cubic feet of waste water over 400 cubic feet of waste water per bi-monthly billing period.	26-97(e)	~~$1.58~~ $1.67	~~10/1/2012~~ 9/1/2015

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Wastewater Treatment	Normal charge, per 1,000,000 gallons, for wastewater of greater strength than normal domestic sewage where BOD is equal or less than 300mg/L, TSS is equal or less than 300mg/L, and TKN is equal to or less than 40 mg/L.	26-97(f)	~~$2,106.51~~ $2,222.56	~~10/1/2012~~ 9/1/2015
Wastewater Treatment	Charge for biological oxygen demand (BOD) for high strength waste.	26-97(f)	~~$0.1772~~ $0.1913 per pound above 300mg/L	~~10/1/2012~~ 9/1/2015
Wastewater Treatment	Charge for total suspended solids (TSS) for high strength waste.	26-97(f)	$0.1961 per pound above 300 mg/L	10/1/2012
Wastewater Treatment	Charge for total Kjeldahl nitrogen for high strength waste.	26-97(f)	~~$0.6843~~ $0.6986 per pound above 40 mg/L	~~10/1/2012~~ 9/1/2015
Wastewater Treatment	Minimum charge for mud pit waste disposed of at the wastewater plant's dump station.	26-97(i)	~~$120.00~~ $155.00, plus transfer station tipping fees established in section 10-28	~~10/1/2012~~ 9/1/2015
Wastewater Treatment	Minimum charge for septic waste.	26-97(i)	$67.00 per 1,800 gallon load	10/1/2011
Wastewater Treatment	Sewer reconnection fee, inside normal business hours for users of city sewer and water.	26-99.5	$30.00	
Wastewater Treatment	Sewer reconnection fee, outside normal business hours for users of city sewer and water.	26-99.5	$45.00	
Wastewater Treatment	Sewer only customers, second attempt to collect delinquent payment.	26-99.6	$15.00	
Wastewater Treatment	Sewer only customers, third and subsequent attempts to collect delinquent payment.	26-99.6	$30.00	
Wastewater Treatment	Exposure and disconnection of sewer.	26-99.6	Actual cost	

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Wastewater Treatment	Permit to discharge waste industrial waste into a public sewer.	26-141(c)	$100.00	
Zoning	Application of appeal to zoning board of adjustment.	27-31(3)	$500.00 + publication costs	10/1/2013
Zoning	Amendment to zoning district map.	27-38(b)	$300.00 + publication costs	
Zoning	Conditional use permit.	27-56(2)a	$300.00 + publication costs	
Zoning	Release of a temporary sign removed from public right-of-way and held in the street division's enclosed yard.	27-323(a)4	$50.00	
Zoning	Post-platting hard surface waiver filing fee.	27-351	$250.00 + publication costs	
Miscellaneous: Administration	Returned check fee	NA	$25.00	10/1/2011
Miscellaneous: Baseball fields	Practice and games, annual per team.	NA	$70.00	10/6/2014
Miscellaneous: Cabin Rentals	Club house daily rental fee.	NA	$60.00	
Miscellaneous: Cabin Rentals	Club house refundable damage deposit (cash only).	NA	$100.00	2/19/2013
Miscellaneous: Cabin Rentals	Elkhorn lodge daily rental fee.	NA	$200.00	2/19/2013
Miscellaneous: Cabin Rentals	Elkhorn lodge refundable damage deposit (cash only).	NA	$200.00	2/19/2013
Miscellaneous: Cabin Rentals	Shelter house daily rental fee.	NA	$35.00	
Miscellaneous: Cabin Rentals	Shelter house refundable damage deposit (cash only).	NA	$100.00	2/19/2013
Miscellaneous: Cabin Rentals	Woodland cabin daily rental fee.	NA	$45.00	
Miscellaneous: Cabin Rentals	Woodland cabin refundable damage deposit (cash only).	NA	$100.00	2/19/2013

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Miscellaneous: City Auditorium	Auditorium rental for parties, meetings, commercial or private entertainment, concerts, sports events, or banquets, per day.	NA	$250	
Miscellaneous: City Auditorium	Auditorium rental for craft, hobby, exhibit and flea market shows, per day.	NA	$350.00	
Miscellaneous: City Auditorium	Auditorium rental for merchandise sales and/or shows and commercial sales and/or events for in town venders, per day.	NA	$350.00	
Miscellaneous: City Auditorium	Auditorium rental for merchandise sales and/or shows and commercial sales and/or events for out of town venders more than 15 miles from Norfolk's corporate limits, per day.	NA	$500.00	
Miscellaneous: City Auditorium	Fee per hour for setup on dates outside of reservation.	NA	$25.00	
Miscellaneous: City Auditorium	Auditorium rental for school related sporting events, per day.	NA	$150.00	
Miscellaneous: City Auditorium	Use of 1-100 chairs, city sets up.	NA	$40.00	
Miscellaneous: City Auditorium	Use of 101-250 chairs, city sets up.	NA	$60.00	
Miscellaneous: City Auditorium	Use of 251-500 chairs, city sets up.	NA	$70.00	
Miscellaneous: City Auditorium	Use of 501-750 chairs, city sets up.	NA	$110.00	

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Miscellaneous: City Auditorium	Use of 751 or more chairs, city sets up.	NA	$150.00	
Miscellaneous: Cross country course	Practice and meets, annual per team	NA	$40.00	10/6/2014
Miscellaneous: Fire Department	Copy of a fire report.	NA	$10.00	
Miscellaneous: Fire Department	Copy of plat, mailed.	NA	$6.00	11/4/2013
Miscellaneous: Fire Department	Detailed zoning verification questionnaire response	NA	$50.00	10/1/2011
Miscellaneous: Fire Department	Detailed code compliance questionnaire response	NA	$50.00	10/1/2011
Miscellaneous: Fire Department	Special operations/activities.	NA	Actual cost	
Miscellaneous: Fire Department	Subpoenaed copy of a rescue report.	NA	$10.00	
Miscellaneous: Football/soccer Field	Adult practice Category 1 group, per hour (2 hour minimum)	NA	$100.00	4/5/2012
Miscellaneous: Football/soccer Field	Adult practice Category 2 group, per hour (2 hour minimum)	NA	$125.00	4/5/2012
Miscellaneous: Football/soccer Field	Adult game, single Category 1 group	NA	$750.00	4/5/2012
Miscellaneous: Football/soccer Field	Adult game, single Category 2 group	NA	$1,000.00	4/5/2012
Miscellaneous: Football/soccer Field	Adult tournament Category 1 group, per day	NA	$1,000.00	4/5/2012

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Miscellaneous: Football/soccer Field	Adult tournament Category 2 group, per day	NA	$1,250.00	4/5/2012
Miscellaneous: Football/soccer Field	Youth practice, Category 1 group, per hour (2 hour minimum)	NA	$50.00	4/5/2012
Miscellaneous: Football/soccer Field	Youth practice, Category 2 group, per hour (2 hour minimum)	NA	$75.00	4/5/2012
Miscellaneous: Football/soccer Field	Youth games outside of regular season, (i.e. tournaments) Category 1 groups	NA	$250.00	4/5/2012
Miscellaneous: Football/soccer Field	Youth games outside of regular season, (i.e. tournaments) Category 2 groups	NA	$250.00	4/5/2012
Miscellaneous: Football/soccer Field	Special event	NA	To be determined by nature of event	4/5/2012
Miscellaneous: Football/soccer Lockers	Adult, per day (depending upon availability)	NA	$500.00	4/5/2012
Miscellaneous: Library	Late book fee, per day.	NA	$.10	10/1/2011
Miscellaneous: Library	Late DVD fee, per day.	NA	$1.00	
Miscellaneous: Library	Late E-reader fee, per day	NA	$5.00	10/1/2011
Miscellaneous: Library	Late video fee, per day.	NA	$1.00	
Miscellaneous: Library	Late audio book fee, per day.	NA	$0.10	
Miscellaneous: Library	Late CD fee, per day.	NA	$.25	10/1/2011
Miscellaneous: Library	Late video game fee, per day	NA	$1.00	10/1/2011
Miscellaneous: Library	Photo copy, each.	NA	$0.10	

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Miscellaneous: Library	Lost materials.	NA	Actual cost of replacement	
Miscellaneous: Library	Genealogy research fee.	NA	$10.00	
Miscellaneous: Library	Interlibrary loan: microfilm/roll.	NA	$3.00	
Miscellaneous: Parking	Replacement parking tag	NA	$25.00	2/3/2014
Miscellaneous: Parking stall rental	Annual fee	NA	$55.00	10/1/2013
Miscellaneous: Parking stall rental	Quarterly fee	NA	$15.00	10/1/2013
Miscellaneous: Parks	Overnight camping in Ta-Ha-Zouka Park, per night	NA	$18.00	10/1/2011
Miscellaneous: Parks	Overnight camping in Ta-Ha-Zouka Park (primitive), per night	NA	$12.00	4/5/2012
Miscellaneous: Parks	Reservable picnic shelter	NA	$35.00	10/1/2011
Miscellaneous: Parks	Reservable stage at Central Park	NA	$35.00	9/1/2015
Miscellaneous: Parks	Reservable stage at Skyview Park	NA	$35.00	9/1/2015
Miscellaneous: Police Department	Copy of an accident report, picked up.	NA	$3.00	
Miscellaneous: Police Department	Copy of an accident report, mailed.	NA	$4.00	
Miscellaneous: Police Department	Records subpoena.	NA	$18.00	
Miscellaneous: Police Department	Copy of a video.	NA	$20.00	

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Miscellaneous: Police Department	Copy of a photo.	NA	$1.00/sheet	
Miscellaneous: Police Department	Criminal history check.	NA	$5.00	
Miscellaneous: Police Department	Finger printing.	NA	$10.00	
Miscellaneous: Police Department	Towed vehicle.	NA	Towing Cost	
Miscellaneous: Police Department	Towed vehicle storage, first day.	NA	$25.00	
Miscellaneous: Police Department	Towed vehicle, subsequent days.	NA	$5.00	
Miscellaneous: Police Department	Gun permit (background check).	NA	$5.00	
Miscellaneous: Police Department	Breath test related to DUI.	NA	$35.00	
Miscellaneous: Police Department	Blood/urine test related to DUI.	NA	$155.00	10/1/2013
Miscellaneous: Recreational Programs	Girls softball, per child.	NA	$15.00	10/1/2011
Miscellaneous: Recreational Programs	Girls softball, late registration, per child.	NA	$18.00	10/1/2011
Miscellaneous: Recreational Programs	Kreative Kids per child, per session.	NA	$20.00	10/1/2011
Miscellaneous: Recreational Programs	Men's basketball, per team.	NA	$255.00	10/1/2011

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Miscellaneous: Recreational Programs	Women's volleyball, per team.	NA	$160.00	10/1/2011
Miscellaneous: Recreational Programs	Coed volleyball, per team.	NA	$160.00	10/1/2011
Miscellaneous: Recreational Programs	Summer girl's volleyball, per team.	NA	$120.00	
Miscellaneous: Recreational Programs	Summer girl's basketball, per team.	NA	$250.00	
Miscellaneous: Recreational Programs	Men's flag football, per team.	NA	$220.00	10/1/2011
Miscellaneous: Recreational Programs	Swimming lessons, per student.	NA	40.00	10/6/2014
Miscellaneous: Soccer fields (other than Veterans Memorial)	Practice and games, annual per team.	NA	$40.00	10/6/2014
Miscellaneous: Softball fields	Practice and games, annual per team.	NA	$70.00	10/6/2014
Miscellaneous: Street Department	Special operations/activities.	NA	Actual cost	
Miscellaneous: Swimming Pool Admissions	AquaVenture Daily admission: youth (age 5-15).	NA	$6.00	10/1/2012
Miscellaneous: Swimming Pool Admissions	AquaVenture Daily admission: adult (age 16-54).	NA	$8.00	10/1/2012
Miscellaneous: Swimming Pool Admissions	AquaVenture Daily admission: senior (age 55 & up).	NA	$7.00	10/1/2012

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Miscellaneous: Swimming Pool Admissions	AquaVenture Family daily admission: (2 adults & up to 4 children).	NA	$32.00	10/1/2012
Miscellaneous: Swimming Pool Admissions	Liberty Bell, daily admission.	NA	$3.00	10/1/2011
Miscellaneous: Swimming Pool Admissions	Individual season pass: youth (age 5-15).	NA	$80.00	10/1/2011
Miscellaneous: Swimming Pool Admissions	Individual season pass: adult (age 16-54).	NA	$90.00	10/1/2011
Miscellaneous: Swimming Pool Admissions	Individual season pass: senior (age 55 & up).	NA	$80.00	10/1/2011
Miscellaneous: Swimming Pool Admissions	Family season pass.	NA	$190.00	10/1/2011
Miscellaneous: Swimming Pool Admissions	Children 4 and under.	NA	Free	10/1/2011
Miscellaneous: Tennis	Practice and meets, annual per team.	NA	$40.00	10/6/2014
Miscellaneous: Tournaments	Category 1 group		10% of gate fee *or* 5% of entry fee	10/6/2014
Miscellaneous: Tournaments	Category 2 group		20% of gate fee *or* 10% of entry fee	10/6/2014

Section 2. That the operative date of this Ordinance shall be September 1, 2015.

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 _____, 2015.

ATTEST: _____
Sue Fuchtman, Mayor

_____
Elizabeth A. Deck, City Clerk

Approved as to form: _____
Clint Schukei, City Attorney

National Environmental Policy Act
Categorical Exclusion
Federal-Aid Recreational Trail Projects

1.Project Sponsor: City of Norfolk	2.Project Contact (include name, address, and phone): Mark Dolechek, Assistant City Engineer 309 N 5th Street, Norfolk NE 68701 402.844.2020 mdolechek@ci.norfolk.ne.us
3. Project No: RTP-2015(001)	
4. Project Name and Location (Attach location map. Include county, municipality, etc.): Norfolk North Fork Riverfront Trail Norfolk (Madison County) Nebraska Project Map is Attachment #1	
5. Section: 22 Township: T24N Range: R1W Limits of Work: Start: south side of the intersection of 3rd Street and Elm Street End: east side of the intersection of Cottonwood Street and Braasch Avenue Total Length: 5,115 Lin Ft	
6. If the project occurs on Federal or State Lands, state the agency here: NA If the project occurs on Tribal Lands, state the Tribe here: NA	
7. Project Description (Include narrative to describe general project scope of work.): The proposed trail will be hard surfaced with concrete and 10 feet wide. The North Fork Riverfront Trail begins on Elm Avenue at 3rd Street where existing bike lane ends. The trail follows along the east bank of the North Fork of the Elkhorn River south to the railroad right-of-way. There the trail turns east and runs along the north side of the railroad right-of-way to 1st Street. The trail will cross the railroad tracks at 1st Street using the existing sidewalk crossing. The trail will then split into two branches, the first branch will head west back to the east bank of the North Fork River and will follow the river until it arrives again at 1st Street near Nebraska Avenue. After the railroad crossing, the other branch will continue south paralleling the west side of 1st Street to Prospect Avenue. There it will cross 1st Street and enter the northwest corner of Johnson Park. This crossing will utilize an existing pedestrian crossing. The trail makes a loop through Johnson Park by following existing sidewalk and access roads alignments within the park. The trail will cross Nebraska Avenue about midblock between 1st Street and Oak Street just west of the existing city park maintenance buildings. The trail also proceeds west along Nebraska Avenue to 1st Street, then north following the east right-of-way to Prospect Avenue to complete the loop. From the Nebraska Avenue crossing the trail will head south to the river bank and then again will follow the east bank of the North Fork River to the southeast until it intersects with the Braasch Avenue right of way. The trail will then turn and extend east to the sidewalk along the west side of Cottonwood Street at the intersection of Braasch Avenue.	

As part of this project, the City is anticipating the closure and vacation of Nebraska Avenue between 1st Street and Oak Street. Paving on a segment of vacated Nebraska Avenue extending approximately 160 feet west of its intersection with Oak Street will be left in place to provide access to a new gravel parking area intended to serve the park and trail. The remainder of pavement for the segment of Nebraska Avenue, which will be closed and vacated, shall be removed, except for a portion of the existing street which may be used for the new trail, if surface conditions and grades of the remaining pavement are acceptable for use as a trail. An existing gravel lot northeast of the intersection of 1st Street with Nebraska Avenue within Johnson Park will also be removed to increase the amount of green space in the park as the lot is substandard in layout and design. Additional public parking by the existing park buildings will make up for the loss of parking.

The scope of work on the project includes clearing and grubbing, sidewalk and street pavement removal, concrete paving, grading, street crossings, signage, erosion control, and related construction items. Easements will be required to construct the trail. In addition, a permit will be required for any work at the railroad crossing along 1st Street.

8. Environmental Study Area:
The study area is 25 feet in each direction from the proposed trail centerline as shown in Attachment #2.

9. Project Purpose & Need:
The purpose of the project is to provide a pedestrian access from the end of the current bike lane on 3rd Street to Johnson Park and its adjacent neighborhoods. The project is needed because pedestrians must currently cross 7 commercial business driveways to access the park from the northwest starting at Elm and 3rd Street. The trail within Johnson Park is needed because the park lacks an internal pedestrian sidewalk system to provide access to park features (play structures, restrooms, and open space). Existing pedestrian access to these features occur across either gravel or earth/grass surfaces. These surfaces are not consistently level or firm, creating difficulties for individuals with mobility challenges. The new trail will provide a fully accessible pedestrian walk system connection Johnson Park to the surrounding neighborhoods. Closure of this Nebraska Avenue within Johnson Park will facilitate routing of the trail, improve the park's connection to the riverfront, and improve pedestrian safety within the park.

10. Cost Estimate:
Engineering: $154,713 Construction: $417,954 ROW: $127,800 Utilities: $7,500

Impact Analysis
11. Temporary construction impacts – will the construction activities temporarily restrict access to existing recreational facilities, private properties, roadways, pathways, American With Disabilities Act (ADA) features or sidewalks or require a temporary access detour or route closure? ☐**YES** ☒**NO** If yes, explain the impact, efforts to minimize the impact, and what public outreach has been or will be done to inform the affected community: **Commitments:** *(list any commitments*): Access to features (play structures, shelters, restrooms, sports courts, etc.) within Johnson Park will be provided at all times during construction.
12. Travel Pattern - Will the proposed action permanently negatively change access to existing recreational facilities, private properties, roadways, pathways or sidewalks? ☐**YES** ☒**NO** If yes, explain the impact, efforts to minimize the impact, and what public outreach has been or will be done to inform the affected community: NA **Commitments:** *(list any commitments*): **The project shall be designed and constructed following the requirements of the American With Disabilities Act. ADA accessibility shall also be maintained during construction and operation of the facility.**
13. Easements – Will the proposed action require right of way acquisition or permanent easement for construction? ☒**YES** ☐**NO** Will the proposed action require temporary easement for construction? ☒**YES** ☐**NO** If yes to either of the above, coordinate with the Nebraska Game and Parks Commission Coordinator (NGPC) and describe the location and size of easements here: Permenant easements are anticiapted to be requried from 5 property owners in the approximate area of 0.80 acres. Temporary easements may be required from 2 property owners in the approximate area of 0.30 acres. A permit for the widened crossing of the North Central Railroad tracks will also be needed on this project. **Commitments:** *(list any commitments*): Easements will be acquired in accordance with the Uniform Relcoations Act.
14. Relocations – Will the proposed action displace people, businesses or farms? ☐**YES** ☒**NO** If yes, coordinate with NGPC and describe the impact and the number of relocations here: NA **Commitments:** *(list any commitments*): NA

15. Air Quality– Is the proposed action in a non-attainment or maintenance area?

☐**YES** ☒**NO**

Commitments: *(list any commitments*): NA

16. Noise – Will the project involve construction that introduces a permanent motorized noise source to an area?

☐**YES** ☒**NO**

If yes, coordinate with the Nebraska Game and Parks Commission project manager, complete any necessary noise studies (and attach the report), and summarize the impacts, and efforts to minimize harm here: NA

Commitments: *(list any commitments*): NA

17. Section 6(f) –
Will the project occur on lands either improved or acquired through Land and Water Conservation Funds?

☒**YES** ☐**NO**

If yes, coordinate with the Nebraska Game and Park Commission for their review and approval of the action. Attach documentation of their response to this document.

Will the proposed action convert park or recreational property to a non-park or recreational use that utilized Land & Water Conservation Funds to acquire the property or assist in its development?

☐**YES** ☒**NO**

If yes to either of the above, describe here: Johnson Park has received Land and Water Conservation Funding in the past. The proposed trail will not negatively impact the recreational nature of this park and will improve connectivity and access to and within the park, therefore there are no adverse impacts. Please see Attachment #3, letter from Craig Wacker dated February 24, 2015.

Commitments: *(list any commitments*): NA

18. Section 4(f) - In accordance with 774.13(f)(1), Section 4(f) does not apply to the recreational trails program.

19. Cultural Resources –
Will the project excavate undisturbed or minimally disturbed areas that have not been surveyed for archaeological or paleontological resources?

☐**YES** ☒**NO**

If yes, coordination with the Historical Society through the NGPC is needed to determine if archaeological surveys are necessary. Attach documentation of their response to this document.

Are there any standing structures potentially eligible or listed on the National Register within or adjacent to the project area?

☐**YES** ☒**NO**

Will the project impact any standing structures, either directly or indirectly, that are eligible or listed on the National Resister?

☐**YES** ☒**NO**

Will the project impact any known archaeological or paleontological resources?

☐**YES** ☒**NO**

If there is a potential to impact Register-eligible standing structures, historic, prehistoric or paleontological resources, coordinate with NGPC for effect determination and consultation. IF the project occurs on federal or tribal lands, coordinate with NGPC for coordination with those entities. Describe the resource, impacts, and efforts to avoid and minimize those impacts here: NA

Commitments (*list any that apply in addition to the standard commitments***):**
If potential historic, archaeological or paleontological resources are encountered during construction, work shall cease at that location until a cultural resource expert has reviewed the location, completed any necessary recordation, and coordinated with the SHPO and FHWA.

Date of concurrence from the State Historic Preservation Office: February 11, 2015 (Attachment #4)

Determination of effect due to the project: no historic properties affected

Attach consultation letters to this document.

20. Farmlands –
Will the project convert prime or unique agricultural land to a different use?

☐**YES** ☒**NO**

If yes, attach the farmland conversion forms to this document and coordinate with the FHWA if the impact score is above 160. Summarize this coordination here: NA

Commitments: *(list any commitments*): NA

21. Environmental Justice –
Will the project have any temporary, adverse, or permanent impacts (direct or indirect impacts, such as ROW acquisition, relocations, noise impacts, etc.) on any businesses, residents, or landowners within the environmental study area?

☒**YES** ☐**NO**

If no, skip to box 22. If yes, continue with rest of this section (box 21).

Does the study area contain higher than average concentrations of low-income or minority populations when compared to the area surrounding the study area or the city or county as a whole?

☐**YES** ☒**NO**

If yes, will the project disproportionately impact these populations?

☐**YES** ☒**NO**

If yes, explain here and discuss efforts to minimize harm, and coordination efforts with the affected community:

Will the facility meet American's With Disabilities Act (ADA) requirements?

☒**YES** ☐**NO**

Commitments: *(list any commitments*): NA

22. Threatened and Endangered Species –
Attach the biological assessment to this document

Based on the biological assessment, was a No Affect determination made for all listed species?

☒**YES** ☐**NO**

Based on the biological assessment, was a May Affect, Not Likely to Adversely Affect determination made for any species?

☐**YES** ☒**NO**

If yes, for which species?

Based on the biological assessment, was a May Affect, Likely to Adversely Affect determination made for any species?

☐**YES** ☒**NO**

If yes, for which species? NA

Attach applicable consultation letters to this document and record applicable conservation conditions below and in the commitments section: USFWS Letter dated February 25, 2015 (Attachement #5a) and NGPC Letter dated March 9, 2015 (Attachment #5b) are included.

23. Migratory Bird Treaty Act –
Will the project remove vegetation?
☒**YES** ☐**NO**

Will the project impact a bridge(s) that shows a history of providing habitat for nesting birds?
☐**YES** ☒**NO**

Commitments:
If Yes to the vegetation question, include the following commitment:

If vegetation removal will occur between February 1st and July 15, a wildlife biologist will be contracted to complete a migratory bird survey prior to the vegetation removal. Any nests containing eggs or young shall be avoided until the nesting activities are complete.

If Yes to the bridge question, include the following commitment:

Prior to any bridge modifications beyond deck surface work or the installation of handrails, the structure will be inspected for any nests containing eggs or young. Any nests containing eggs or young shall be avoided until the nesting activities are complete. If avoidance isn't possible, coordinate with the NGPC for approvals prior to any disturbance of the nest. Any non-lethal methods to prevent nesting on the bridge during construction are allowed up until eggs are within a nest.

24. Invasive Species -
Will the project improve an existing or create a new boat dock?
☐**YES** ☒**NO**
If Yes, coordinate with NGPC to discuss measures to address invasive species. Summarize the discussion here and include any mitigation measures under commitments: NA

Commitment:

In compliance with Executive Order 11312 regarding Invasive Species, all equipment brought on site will be inspected and/or cleaned to remove any plant debris and seed prior to arriving on site. In addition, all areas disturbed by construction that are not permanently stabilized will be revegetated using a mix of seed from species naturally occurring within the general area and/or native plantings (except for actively landscaped areas). Non-native seed can be used to provide immediate, temporary cover provided the species has no potential to establish permanently in the area. Landscaped plantings will not include species considered invasive or noxious by the Department of Agriculture.

Note: for projects improving or creating boat docks, coordinate with NGPC regarding invasive species educational enhancements for the project and include that coordination and any commitments here.

25. Erosion Control –
Will the project disturb more than 1 acre of soil?
☒**YES** ☐**NO**

Commitments:

If the project will disturb more than 1 acre of soil, a storm water pollution prevention plan (SWPPP) will be created and National Pollutant Discharge Elimination System (NPDES) permit will be obtained prior to construction and will be implemented during construction.

26. Wild and Scenic or National Recreational Rivers –
Is the proposed action located within ½ mile of a Wild and Scenic or National Recreational River, or a river listed on the National Rivers Inventory?

☐**YES** ☒**NO**

If yes, coordinate with the National Park Service, attach documentation of that coordination to this document, and discuss the coordination, impacts, and efforts to minimize harm: NA

Commitments: *(list any commitments*): NA

27. Wetlands –
Are there any potential wetlands within or adjacent to the project footprint?

☒**YES** ☐**NO**

Will the project impact any potential wetlands?

☒**YES** ☐**NO**

If yes, has a professional who is qualified to identify wetlands reviewed the environmental study area to determine if jurisdictional or isolated wetlands will be impacted by the project?

☒**YES** ☐**NO**

If yes, has the Army Corps of Engineers and/or the Nebraska Department of Environmental Quality concurred with the jurisdictional delineation?

☐**YES** ☒**NO**

If yes, state the total acreage of wetland impacts: potential impact of 0.07 acres pending final design. Wetland memo is attachment #6

In compliance with Executive Order 11990, "Protection of Wetlands," and with 23 CFR 771, 23 CFR 777, it is determined that there is no practicable alternative to the proposed new construction in wetlands and that the proposed action includes all practicable measures to minimize harm to wetlands which may result from such use.

☒**YES** ☐**NO** ☐**Not applicable, no wetland involvement**

Commitments (*list any that apply in addition to the standard commitments***):** If during final design impacts to any wetlands remain as part of the design, a permit will be obtained from the US Army Corps of Engineers prior to bidding of the project.

Any wetlands that have not been expressly permitted for impacts by the US Army Corps of Engineers, or the case of isolated wetlands by the Nebraska Department of Environmental Quality, shall be avoided by all contractor related activities.

28. Section 404/401 permitting

Are there any potential streams, rivers, lakes, creeks or drainage ditches within or adjacent to the project footprint?

☒**YES** ☐**NO**

Will the project impact any potential streams, rivers, lakes, creeks or drainage ditches?

☐**YES** ☒**NO**

If yes, did a qualified professional identify any jurisdictional channels within the environmental study area?

☒**YES** ☐**NO**

Based on the qualified professional's review, will the project impact jurisdictional waters?

☐**YES** ☒**NO**

If yes, state the total acreage of non-wetland jurisdictional impacts: NA

Has the US Army Corps of Engineers concurred with the jurisdictional delineation?

☐**YES** ☒**NO**

List the permit type to be acquired, attach the permit and coordination letters with the US Army Corps of Engineers, and the Nebraska Department of Environmental Quality (if applicable): NA

Commitments (*list any conditions of the 404/401 permit for waters of the US, including wetland impacts, here***):**
If during final design impacts to any on site channels (or jurisdictional waters) are determined to occur, a permit will be obtained from the US Army Corps of Engineers and or Nebraska Department of Enviornmental Quaility prior to bidding of the project.

29. Hazardous Materials –

Are there any signs of potential hazardous material contamination within the project footprint, such as stained soils, distressed vegetation, drums or containers of unknown substances?

☐**YES** ☒**NO**

Has a records check indicated known hazardous materials exist, either within or adjacent to the project limits (attach records check)?

☒**YES** ☐**NO**

If yes to either of the above, is there a potential to encounter hazardous materials as part of the project activities?

☐**YES** ☒**NO**

Date project footprint was visually inspected for signs of hazardous materials: May 18, 2015
Date of records check for known hazardous materials: June 9, 2015 (Attachment #7)

If there are hazardous material concerns, discuss below and coordinate with NGPC: NA

Commitments (*list any that apply in addition to the standard commitments***):**
If potential hazardous materials are encountered during construction, work shall cease at that location until a hazardous materials expert has reviewed the location and completed any necessary remediation. In the event hazardous materials are encountered, NGPC shall be contacted.

30. Public Interest –
Will the project introduce a new pathway or recreational facility adjacent to private property? (*if yes, public outreach before environmental approval is required)*
☒**YES** ☐**NO**

Was there any public outreach for this project?
☒**YES** ☐**NO**

Is there known public controversy concerning or opposition to the proposed action?
☐**YES** ☒**NO**

Describe any public outreach completed or planned for this project, and describe any controversy below. Include a summary of public comments and the response to comments. If a meeting was held, state where the meeting was at, how it was advertised, and how many people attended. *Attach any comment forms or letters to this document..*:
A public meeting was held on June 11, 2015 at the Norfolk City Office - City Council Chambers from 5:30 to 7:00pm. The Norfolk City Office and the Council Chambers are accessible to the public (it is ADA accessible as well) and the project was advertised in the Norfolk Daily News. Notice of the meeting was also completed by e-mails. Attachment #8 includes the public notice, proof of publication for meeting notice, meeting sign in sheet, project fact sheet, summary of comments made and copies of the original comment form. 31 local residents and public officals attended the meeting. No opposition to the project was presented at the meeting or in the written comments. There is some minor opposition to the clousre of Nebraska Avenue. A total of 4 people who commented were against the clousure while 11 people who commented were in favor of the closure. The comment period was left open until July 6, 2015. A total of 15 comments were received for this project. Response letters to the comments will be mailed on or before August 5, 2015 and drafts of these letters are included in attachment #8 with the comment forms.

Commitments: *(list any commitments*): Response letters to the comments will be mailed on or before August 5, 2015.

The following comments will be provided via letter to Pat Mrsny at the City of Norfolk Park Division:
While clearing snow on trail go ahead and bust out 1st and prospect corner. Gets deep and wide through there.
Put in the proposed picnic shelters, bring back the baseball backstop and leave open space for play. Make this a Family Park and keep the activities in other city parks where they currently exist.

31. Environmental Commitments:

Both the project-specific commitments and the standardized commitments to include in every project are to be written in both the subject-area box above and repeated within this section. The commitments listed below must be copied verbatim into the special provisions of the contract, if the item is one that will be adhered to/implemented by the contractor. For items to be adhered to by the designer or project proponent, the project proponent must submit a letter to the Nebraska Game and Park Commission certifying that they will adhere to/implement the requirements.

The following commitments are included in every project:

Any wetlands or potential wetlands that have not been expressly permitted for impacts by the US Army Corps of Engineers, or the case of isolated wetlands by the Nebraska Department of Environmental Quality, shall be avoided by all contractor related activities.

If potential hazardous materials are encountered during construction, work shall cease at that location until a hazardous materials expert has reviewed the location and completed any necessary remediation. In the event hazardous materials are encountered, FHWA shall be contacted.

If potential historic, archaeological or paleontological resources are encountered during construction, work shall cease at that location until a cultural resource expert has reviewed the location, completed any necessary recordation, and coordinated with the Historical Society and FHWA.

In compliance with Executive Order 11312 regarding Invasive Species, all equipment brought on site will be inspected and/or cleaned to remove any plant debris and seed prior to arriving on site. In addition, all areas disturbed by construction that are not permanently stabilized will be seeded using a mix of seed from species naturally occurring within the general area and/or native plantings (except for actively landscaped areas). Non-native seed can be used to provide immediate, temporary cover provided the species has no potential to establish permanently in the area. Landscaped plantings will not include species considered invasive or noxious by the Department of Agriculture.

If the project will disturb more than 1 acre of soil, a storm water pollution prevention plan will be created prior to construction and will be implemented during construction.

If vegetation removal will occur between February 1st and July 15, a wildlife biologist will be contracted to complete a migratory bird survey prior to the vegetation removal. Any nests containing eggs or young shall be avoided until the nesting activities are complete.

The project shall be designed and constructed following the requirements of the American With Disabilities Act. ADA accessibility shall also be maintained during construction and operation of the facility.

The scope of work and limits of construction are not subject to change without an environmental review and approval by NGPC and FHWA.

Include the following for work on existing bridges only: **Prior to any bridge modifications beyond deck surface work or the installation of handrails, the structure will be inspected for any nests containing eggs or young. Any nests containing eggs or young shall be avoided until the nesting activities are complete. Any non-lethal methods to prevent nesting on the bridge during construction are allowed up until eggs are within a nest.**

Commitments specific to this project **(***list any mitigation, efforts to minimize harm or environmental commitments here):*
Access to features (play structures, shelters, restrooms, sports courts, etc.) within Johnson Park will be provided at all times during construction.

Easements will be acquired in accordance with the Uniform Relcoations Act.

If during final design impacts to any wetlands remain as part of the design, a permit will be obtained from the US Army Corps of Engineers prior to bidding of the project

If during final design impacts to any on site channels (or jurisdictional waters) are determined to occur, a permit will be obtained from the US Army Corps of Engineers and or Nebraska Department of Enviornmental Quaility prior to bidding of the project.

Response letters to the comments will be mailed on or before August 5, 2015.

The following comments will be provided via letter to Pat Mrsny at the City of Norfolk Park Division:
While clearing snow on trail go ahead and bust out 1st and prospect corner. Gets deep and wide through there.
Put in the proposed picnic shelters, bring back the baseball backstop and leave open space for play. Make this a Family Park and keep the activities in other city parks where they currently exist.

32. APPROVALS

Project Name: Norfolk North Fork Riverfront Trail **Project number:** RTP-2015(001)

Project Proponent

By signing below, both the preparer and the project proponent verify that the information provided is true and accurate. Furthermore, the project proponent understands that any changes in scope, limits, impacts or commitments after the signing of this document require coordination with the Nebraska Game and Park Commission (NGPC) and Federal Highway Administration. In addition, the project proponent agrees to implement the commitments outlined in this document.

Prepared By: Julie Ogden (print) _____ (sign) Date:

Organization & Title: JEO Consulting Group, Inc., Project Manager

Phone: 402.443.7483 Email: jogden@jeo.com

Project Sponsor approval: Mark Dolechek (print) _____ (sign)

Organization & Title: City of Norfolk, Assistant City Engineer Date:

Phone: 402.844.2020 Email: mdolechek@ci.norfolk.ne.us

Nebraska Game and Park Commission

As a result of environmental review, NGPC finds that this action does not: induce significant impacts to planned growth or land use for the area; require the relocation of significant numbers of people or businesses; have a significant impact on any natural, cultural, recreational, historic or other resource; involve significant air, noise, or water quality impacts; have significant impacts on travel patterns or otherwise, either individually or cumulatively. All other environmental coordination, consultation, and requirements have been satisfied.

NGPC has determined that the proposed action has no significant impacts on the environment and that the proposed action is categorically excluded from the requirement to prepare an EA or EIS under the National Environmental Policy Act (NEPA).

Reviewed/Approved By: _____ (print) _____ (sign)
Title: _____ Date: _____

FHWA Action

Categorical Exclusion: Based on the information provided by the project sponsor in this form, the recommendation for approval from NGPC, and in accordance with 23 CFR 771.117, this action is categorically excluded. No significant impacts will occur.

Approved By: _____ (print) _____ (sign) Date: _____

Title: _____

Environmental Assessment (EA): Based on the information provided by the project sponsor in this form and in accordance with 23 CFR 771, an EA is to be prepared by the project sponsor to determine if an EIS is needed. Further coordination with FHWA is required.

Meeting Comments

1. How did you learn about this meeting?
   2-Mailing
   5-E-Mail
   0-Newspaper
   3-Friend
   1-Various
   1-Facebook page
   3-Not provided

2. Do you own property within this project corridor? Yes _4__ No _8__ Not Answered _3__

   If yes, what is the address (or location) of your property?
   - 210 Cottonwood
   - 306 Oak
   - 310 Oak
   - 101 Prospect

3. What do you like about the project?

Form	Comment	Response
1	Developing the Norfolk trail system, enhancing Johnson's Park, and enhancing the riverfront development.	The City is also excited about the extension of the riverfront trail system.
2	Bringing more trail opportunities to Norfolk and providing more options to safely traverse town by bike or foot.	The City is also excited about the extension of the riverfront trail system.
3	Badly needed.	The City is also excited about the extension of the riverfront trail system.
4	Tremendous potential for public recreation, it will open the river, Johnson Park will be greatly enhanced.	The City is also excited about the extension of the riverfront trail system. The City will continue to look for funding and grant options to improve Johnson Park with consideration to the master park plan shown at the meeting. Improvements other than this trail, removal of the park maintenance building, gravel parking lot construction and a new toddler play structure are not planned at this time.
5	Its development in conjunction with the development of Johnson's Park.	The City is also excited about the extension of the riverfront trail system. The City will continue to look for funding and grant options to improve Johnson Park with consideration to the master park plan shown at the meeting. Improvements other than this trail, removal of the park maintenance building, gravel parking lot construction and a new toddler play structure are not planned at this time.
6	That Johnson's Park needs the improvement.	The City is also excited about the extension of the riverfront trail system.

Meeting Comments

7	Finally cleaning up and making Johnson Park an enjoyable place to visit.	The City is also excited about the extension of the riverfront trail system. The City will continue to look for funding and grant options to improve Johnson Park with consideration to the master park plan shown at the meeting. Improvements other than this trail, removal of the park maintenance building, gravel parking lot construction and a new toddler play structure are not planned at this time.
8	I like projects.	The City is also excited about the extension of the riverfront trail system. The City will continue to look for funding and grant options to improve Johnson Park with consideration to the master park plan shown at the meeting. Improvements other than this trail, removal of the park maintenance building, gravel parking lot construction and a new toddler play structure are not planned at this time.
9	Riverfront development, trails, park revitalization.	The City is also excited about the extension of the riverfront trail system. The City will continue to look for funding and grant options to improve Johnson Park with consideration to the master park plan shown at the meeting. Improvements other than this trail, removal of the park maintenance building, gravel parking lot construction and a new toddler play structure are not planned at this time.
10	Really like seeing progress on the trail system. Would like to see trails along the river.	The City is also excited about the extension of the riverfront trail system. A river access is planned as part of the master plan however river access is not included in this project at this time.
11	All of it.	The City is also excited about the extension of the riverfront trail system

Meeting Comments

12	Ok with trail along the river. Wants to see family friendly park improvements	The City is also excited about the extension of the riverfront trail system. The berms and landscaping called for in the master plan, will not be completed at this time. The City (along with other civic groups) will continue to look for funding and grant options to improve Johnson Park with consideration to the master park plan shown at the meeting. The master plan can change and evolve as the City of Norfolk improves other parks and maybe some items planned for this park will no longer be needed. As future improvements to this park are planned, there should be additional opportunities for public input. We will provide your comment regarding the park improvements (ballfield back stops and picnic shelters) and the need for additional clean up to keep the park beautiful to Pat Mrsny with the Norfolk Park Division for their consideration with future projects. Improvements in Johnson Park other than this trail, removal of the park maintenance building, gravel parking lot construction and a new toddler play structure are not planned at this time.

4. Is there anything you dislike about the project?

Form	Comment	Response
1	No	
2	My main concern would be the crosswalks. I would like to see an under street crossing or a mid-block crossing. I foresee a lot of potential for accidents with the crosswalks on the corners.	During the grant application process, the City reviewed an option to use the existing culvert under 1st Street as a pedestrian undercrossing. Due to current grades and flow within the channel, it could not be converted for this use at this time. The City will consider adding a pedestrian crossing at this location when this structure needs to be replaced.
3	Access to 1st Street.	The closure of Nebraska Avenue will be coordinated with the Norfolk Avenue Bridge and Roadway Reconstruction project. The earliest the closure would occur would be at the start of construction of the trail project.
4	Not really!	
5	No	
6	Do not close Nebraska Ave	The closure of Nebraska Avenue will be coordinated with the Norfolk Avenue Bridge and Roadway Reconstruction project. The earliest the closure would occur would be at the start of construction of the trail project.
7	Closing Nebraska Ave- Prospect Ave is already congested due to the daycare and Jefferson school. Closing Nebraska will only dump more traffic and add to the parking in front of our homes.	The closure of Nebraska Avenue will be coordinated with the Norfolk Avenue Bridge and Roadway Reconstruction project. The earliest the closure would occur would be at the start of construction of the trail project.

Meeting Comments

8	Only if street shut down and all traffic routed in front of my house.	The closure of Nebraska Avenue will be coordinated with the Norfolk Avenue Bridge and Roadway Reconstruction project. The earliest the closure would occur would be at the start of construction of the trail project.
9	Would like future trail to go south under Norfolk Ave and switch back at the Hyvee gas station.	The City is currently having an engineering consultant design the replacement structure for Norfolk Avenue. As part of that project, consideration to creating a trail underpass of Norfolk Avenue will be provided. That project is currently planned to be under construction in the summer of 2016.
10	No	
11	No	
12	Closing of Nebraska Avenue, closing or changing of the drive through the park	At the time of the grant application we anticipated closing this road to allow for the trail to be placed on it. As we began preliminary design of the trail, the design team found that the trail and a one way driveway could co-exist but without parking and this was discussed at the meeting. Since the public meeting, the design team has responded to city staff concerns about having a road alongside of the trail without any barrier between and the need to sign the area for no parking. At this time, the design will close this driveway and expand the parking lot by the restrooms and potentially add parking at the current driveway on Oak Street to offset the parking lost with the closure of this driveway.

5. What is your opinion on closing Nebraska Avenue within Johnson Park?

Form	Comment	Response
1	It shouldn't be a traffic problem- improve safety of kids using the park, will improve use of Johnson's Park and beautify the park. Will be a good way to improve biking and walking trails.	The closure of Nebraska Avenue will be coordinated with the Norfolk Avenue Bridge and Roadway Reconstruction project. The earliest the closure would occur would be at the start of construction of the trail project.
2	I would prefer to see it closed, but I know there is a traffic problem currently and closing Ne Ave may make that worse.	The closure of Nebraska Avenue will be coordinated with the Norfolk Avenue Bridge and Roadway Reconstruction project. The earliest the closure would occur would be at the start of construction of the trail project.
3	Must be done as part of an overall trail park plan. However, access to 1st street is a problem to be resolved.	The closure of Nebraska Avenue will be coordinated with the Norfolk Avenue Bridge and Roadway Reconstruction project. The earliest the closure would occur would be at the start of construction of the trail project.
4	It needs to be closed to provide the necessary access to the river- it will be difficult otherwise.	The closure of Nebraska Avenue will be coordinated with the Norfolk Avenue Bridge and Roadway Reconstruction project. The earliest the closure would occur would be at the start of construction of the trail project.

Meeting Comments

5	I feel it would be best to close Ne Ave. It will make the area safer.	The closure of Nebraska Avenue will be coordinated with the Norfolk Avenue Bridge and Roadway Reconstruction project. The earliest the closure would occur would be at the start of construction of the trail project.
6	Every time there is an emergency, the ambulance and fire trucks always use Nebraska Ave.	Prior to any Nebraska Avenue closure (if approved by council), the City would work with the emergency departments (Fire and police) to ensure they have an acceptable route to respond to emergency needs.
7	Closing Nebraska Ave- Prospect Ave is already congested due to the daycare and Jefferson school. Closing Nebraska will only dump more traffic and add to the parking in front of our homes.	The current parking lot adjacent to the restroom building will be widened out to allow for parking and traffic in and out of the lot. Also, additional off street parking stalls may be constructed at the current driveway outlet on Oak Street to offset those that are lost when the park road closes. The city is also removing the Park Division buildings from the southeast corner of the park. This area will be turned into a parking lot for Johnson Park and Trail.
8	Not down with that. Not going to work.	
9	Must happen.	The closure of Nebraska Avenue will be coordinated with the Norfolk Avenue Bridge and Roadway Reconstruction project. The earliest the closure would occur would be at the start of construction of the trail project.
10	It's a great idea. It would make Johnson Park into a showpiece.	The City will continue to look for funding and grant options to improve Johnson Park with consideration to the master park plan shown at the meeting. Improvements other than this trail and a new toddler play structure are not planned at this time.
11	I would prefer to see it closed. I understand school and daycare traffic and parking is an issue, research needs to be done before making traffic worse.	The closure of Nebraska Avenue will be coordinated with the Norfolk Avenue Bridge and Roadway Reconstruction project. The earliest the closure would occur would be at the start of construction of the trail project.
12	Bad News! Don't close Nebraska Avenue. It will cause increased traffic and congestion on the other streets.	The closure of Nebraska Avenue will be coordinated with the Norfolk Avenue Bridge and Roadway Reconstruction project. The earliest the closure would occur would be at the start of construction of the trail project.
13	Believes the best option is to close the street (Nebraska Avenue) for safety and aesthetic reasons. It seems silly to have a beautiful park separated from the river by a little used street.	The closure of Nebraska Avenue will be coordinated with the Norfolk Avenue Bridge and Roadway Reconstruction project. The earliest the closure would occur would be at the start of construction of the trail project.
14	In favor of closing Nebraska Avenue – See General Comments for additional information on other improvements to help this work better.	The closure of Nebraska Avenue will be coordinated with the Norfolk Avenue Bridge and Roadway Reconstruction project. The earliest the closure would occur would be at the start of construction of the trail project.

Meeting Comments

15	Prefers master park plan option 2 (where Nebraska avenue is closed).	The closure of Nebraska Avenue will be coordinated with the Norfolk Avenue Bridge and Roadway Reconstruction project. The earliest the closure would occur would be at the start of construction of the trail project.

6. Do you have any other questions that weren't answered during tonight's meeting?

Form	Comment	Response
4	No, thanks for hosting the meeting. A very good turn-out.	
5	No, everyone was very helpful. Thanks for hosting.	
7	I would like to know when the meeting will be held to vote on closing Ne Ave.	The city sent notices out regarding the August 3rd meeting on the NEPA Document and Nebraska Avenue discussion. A future ordinance will need to be passed to close and vacate the street. The City will send notices prior to that meeting as well.
11	Crosswalks, my hope would be for heavy trail usage. Stopping traffic on 1st street must be considered. Drivers do not like to stop for bikes or pedestrians. I would love to see the trail go under 1st street.	The new and existing crosswalks on this project will receive new pavement markings and updated crosswalk signs. The City is going to consider installing pedestrian actuated warning lights at the crosswalks on 1st Street. These would not be pedestrian signals since the pedestrian traffic is not currently projected to be high enough to warrant a signal to stop vehicular traffic. This signal could be installed in the future if pedestrian traffic grows to the point it meets the minimum requirements. During the grant application process, the City reviewed an option to use the existing culvert under 1st Street as a pedestrian undercrossing. Due to current grades and flow within the channel, it could not be converted for this use at this time. The City will consider adding a pedestrian crossing at this location when this structure needs to be replaced.

GENERAL COMMENTS:

Form	Comment	Response
8	While clearing snow on trail go ahead and bust out 1st and prospect corner. Gets deep and wide through there.	We will provide your comment regarding the snow removal (at the 1st and Prospect corner) to Pat Mrsny at the City Park Division for their consideration in snow removal planning on the trail.

Meeting Comments

12	See attached typed pages attached to this form with comments on items other than the trail and Nebraska avenue closure. This commenter, was pulling information from past news articles to show a change in information provided. A summary of the quote and date is included in the response	I appreciate your comments regarding the past information provided in the newspaper and what was presented at the public meeting. I will attempt to clarify those items that I can for you. I became involved with this project last year in preparation of the grant application and some of these statements were prior to that time.
		• August 22, 2013 quote on park description: This park is an old oxbow of the river that was closed off at some point (I don't know when) from the main river. The low portion is the former river flow area. This project will not make any improvements or changes to the river in its current location.
		• January 23, 2014 quote on the two master park plans for Johnson Park:
		  ○ The trail loop around Johnson Park would provide better access to park amenities. Use of the current driveway would provide the best location for this trail. The current parking lot adjacent to the restroom building will be widened out to allow for parking and traffic in and out of the lot. Also, additional off street parking stalls may be constructed at the current driveway outlet on Oak Street to offset those that are lost when the road closes. The city is also removing the Park Division buildings from the southeast corner of the park. This area will be turned into a parking lot for Johnson Park and Trail.
		  ○ The City council felt that the benefits to the park usage with current and future improvements took precedence over the traffic impacts to the adjacent streets.
		• January 23, 2014 quote on visiting with neighbors: I don't know who contacted property owners (city staff, reporter or committee members) and who they talked to for this article. I do know prior to submitting the grant application for the trail, all property owners from whom the City would need an easement were contacted about the trail project and their willingness to work with the City on obtaining that easement.
		• Saturday April 4, 2015 quote on closing park drive: at the time of the grant application we anticipated closing this road to allow for the trail to be placed on it. As we began preliminary design of the trail, the design team found that the trail and a one way

Meeting Comments

		driveway could co-exist but without parking and this was discussed at the meeting. Since the public meeting, the design team has further refined the design and have determine there is not enough room to provide the road alongside of the trail and a barrier between the road and the trail. At this time, the design will close this driveway and expand the parking lot by the restrooms and potentially add parking at the current driveway on Oak Street to offset the parking lost with the closure of this driveway.
14	As part of Nebraska Ave. closure I recommend that Prospect Ave at the intersection of First Street be converted to a 3 lane, two lanes for traffic entering First St. going north and south. Also I would add a turning lane on First Street heading north for turning onto Prospect Ave. going East. In addition there should be no parking for about 200 feet on the south side of Prospect from the First St intersection going east. This will require taking some frontage from Johnson Park but in the long run a good tradeoff by better utilizing the space given up by vacating Nebraska Ave. I would suggest that additional no parking zones be added to intersections around Johnson Park to mitigate visibility issues at intersections as well as adding painted crossing paths where appropriate. If Norfolk Ave is closed due to bridge construction (both lanes) then I would suggest not closing Nebraska Ave until this construction is completed. Putting all LOCAL traffic on Prospect Ave. will be problematic. This will be the most direct route for emergency vehicles going to the eastern part of the City.	Regarding your thoughts on the changes to the 1st Street and Prospect Avenue Intersection: • Adding a third lane to Prospect for left turning vehicles only: A center turn lane is not generally constructed at stop controlled legs of an intersection due to visibility concerns between the left turning vehicles in the center and the right turning vehicles in the right lane. • Adding a Right turn lane on northbound 1st Street: Since the existing street is 4 lanes (two lanes in each direction) a separate right turn lane is not currently needed. This is due to the number of vehicles that turn right at this intersection. While right turning vehicles will increase with the closure of Nebraska Avenue, it is not anticipated to increase enough to require a separate turn lane. • After completion of the trail and closure of Nebraska Avenue, the city will review parking and visibility around the park to determine if any changes to current parking restrictions are needed. Additional parking will be created by removing the Park Division buildings in the southeast corner of the park creating a new parking lot. The new and existing crosswalks on this project will receive new pavement markings and updated crosswalk signs

Resolution No. 2015-23

WHEREAS, the City of Norfolk, Nebraska, has received a Resolution of the board of the Norfolk Airport Authority of the City of Norfolk, Nebraska making a request of the City Council for levy allocation of $448,064 for the fiscal year ended July 31, 2016; and

WHEREAS, having received said above-described resolution, the City is desirous of adopting a resolution determining final allocation of levy authority to said Norfolk Airport Authority.

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

BE IT RESOLVED by the Mayor and City Council of the City of Norfolk, Nebraska, that the City of Norfolk hereby grants a final allocation of levy authority to the Norfolk Airport Authority of the City of Norfolk, Nebraska allowing the Norfolk Airport Authority to levy a property tax of $448,064 with the actual levy rate to be calculated by the City Finance Officer once the assessed valuation of the Norfolk Airport Authority is known.

PASSED AND APPROVED this _____ day of _____, 2015.

_____
Mayor

ATTEST:

_____
City Clerk

(S E A L)

Approved as to form: _____
City Attorney

NORFOLK AIRPORT AUTHORITY
MADISON COUNTY NEBRASKA

WHEREAS, Nebraska Statute requires all political subdivisions subject to city levy authority to submit a preliminary request for levy allocations to the city council; and

WHEREAS, the Norfolk City Council is the levy authority for the Norfolk Airport Authority;

NOW, THEREFORE BE IT RESOLVED that the following is said Board's tax request for budget year 2015-2016:

FUND	TAX REQUEST
General Fund – Operations & Capital	$ 358,284
Sinking Fund	0
General Fund – Dept. of Aeronautic Loan Pmts.	22,162
General Fund – Bond & Interest	67,618
TOTAL	$ 448,064

BE IT FURTHER RESOLVED that said Public Airport has repayment of $67,618 dollars for bond and interest payments. These amounts are included in the above tax requests per detail.

Motion by Don Geary to adopt Resolution.
Seconded by Richard Clausen.
Voting yes were: Geary, Kingsbury, Jepsen, Clausen, Westerhold.
Voting no were: None.
Absent and Not voting: None.
Motion Carried: YES___X_____ NO_____.

Dated this 13th day of July 2015.

Secretary

7-20-15
Date

FUND REVENUE DETAIL

FUND CODE:

Code	Description	2012-2013 Actual Revenues	2013-2014 Actual Revenues	2014-2015 Estimated Revenues	2014-2015 Budget	2015-2016 Budget	Dollar Increase (Decrease)	Percent Increase (Decrease)
	Balance Brought Forward	197,025	215,325	181,943	181,943	162,576	-19,367	-10.64%
	Taxes							
31101	Property Tax	368,729	368,538	370,830	370,830	430,830	60,000	16.18%
	Total Taxes	368,729	368,538	370,830	370,830	430,830	60,000	16.18%
	Intergovernmental Revenues							
34109	Miscellaneous Federal Grants	42,681	6,767	13,285	485,430	664,533	179,103	36.90%
	Total Intergovernmental Revenues	42,681	6,767	13,285	485,430	664,533	179,103	36.90%
	Temporary Funding on Federal/State Projects Via City Interlocal Agreement	0	0	0	0	0	0	0.00%
	Total	0	0	0	0	0	0	0.00%
	Charges for Service							
36710	Fuel Sales	609,611	933,911	822,859	1,027,302	905,144	-122,158	-11.89%
	Total Charges for Service	609,611	933,911	822,859	1,027,302	905,144	-122,158	-11.89%
	Rent & Other Revenue							
37102	Other Rental Income & Elec	81,773	83,423	91,476	80,300	97,876	17,576	21.89%
37401	Revenue from Disposal of Fixed Assets	0	8,686	600	0	0	0	0.00%
37404	Miscellaneous	15,898	6,036	8,255	0	20,367	20,367	0.00%
	Total Rent & Other Revenue	97,671	98,145	100,331	80,300	118,243	37,943	21.89%
	Other Interest Income							
38801	Interest	2,192	1,621	1,652	1,200	1,650	450	37.50%
	Total Other Interest Income	2,192	1,621	1,652	1,200	1,650	450	37.50%
	Subtotal Local Receipts	1,120,884	1,408,982	1,308,957	1,965,062	2,120,400	155,338	7.90%
	Non-Revenue Receipts							
39501	Proceeds of Debt	0	0	0	732,528	674,656	-57,872	-7.90%
	Total Non-Revenue Receipts	0	0	0	732,528	674,656	-57,872	-7.90%
	Total Revenue	1,120,884	1,408,982	1,308,957	2,697,590	2,795,056	97,466	3.61%
	Total Funds Available	1,317,909	1,624,307	1,490,900	2,879,533	2,957,632	78,099	2.71%

FUND REVENUE BUDGET CALCULATION **FUND CODE:**

Code	Description		Amount
	BALANCE BROUGHT FORWARD This is an estimate of cash balance on August 1, 2015		162,576
31101	PROPERTY TAX After collection fees and delinquencies it will be necessary to levy $448,064		430,830
34109	MISCELLANEOUS FEDERAL GRANTS		664,533
	PROJECT 18	21,509	
	ENVIRONMENTAL ASSESSMENT RE: RUNWAY PROTECTION ZONE ON 01/19	90,000	
	AERONAUTICAL SURVEY	90,000	
	STORM SEWER	90,000	
	HANGAR TAXIWAY	373,024	
36710	FUEL SALES		905,144
37102	OTHER & RENTAL INCOME		97,876
37404	MISCELLANEOUS		20,367
38801	INTEREST		1,650
39501	DEBT PROCEEDS		674,656
	NE DEPT OF AERO	443,246	
	BANK	231,410	
	TOTAL		2,957,632

DIVISION EXPENDITURE DETAIL **DIVISION CODE:**

Code	Description	2012-2013 Actual Expenditures	2013-2014 Actual Expenditures	2014-2015 Estimated Expenditures	2014-2015 Budget	2015-2016 Budget	Dollar Increase (Decrease)	Percent Increase (Decrease)
	Personnel Costs							
11	Salaries & Wages	161,780	171,755	188,050	183,602	191,810	8,208	4.47%
15	FICA & Unemp Tax	13,481	13,569	16,051	15,789	16,367	578	3.66%
	Total Personnel Costs	175,261	185,324	204,101	199,391	208,177	8,786	4.41%
	Operating Supplies & Materials							
24	Vehicular Fuel & Lube	6,798	11,300	9,068	11,602	10,797	-805	-6.94%
29	Other Operating Supplies & Materials	4,319	5,077	6,031	4,904	6,325	1,421	28.98%
	Total Operating Supplies & Materials	11,117	16,377	15,099	16,506	17,122	616	3.73%
	Other Operating Costs							
32	Garbage Fees	1,059	2,858	3,135	2,990	3,300	310	10.37%
	FBO - Fuel for Resale	511,875	777,608	686,550	874,211	755,205	-119,006	-13.61%
	Total Other Operating Costs	512,934	780,466	689,685	877,201	758,505	-118,696	-13.53%
	Utilities & Maintenance							
41	Electricity	28,657	28,733	31,599	32,898	56,861	23,963	72.84%
42	Natural Gas	5,584	6,532	5,573	7,928	6,030	-1,898	-23.94%
	Maintenance	29,834	34,883	31,586	53,806	56,500	2,694	5.01%
	Total Utilities & Maintenance	64,075	70,148	68,758	94,632	119,391	24,759	26.16%
	Other Administration & Overhead							
61	Insurance	55,940	39,418	39,684	47,912	41,490	-6,422	-13.40%
62	Telephone & Telecommunications	8,833	9,641	9,328	9,974	9,798	-176	-1.76%
68	Other Professional Fees	16,529	16,640	16,819	18,039	17,300	-739	-4.10%
69	Miscellaneous	25,725	28,649	29,931	30,130	31,611	1,481	4.92%
	Total Administration & Overhead	107,027	94,348	95,762	106,055	100,199	-5,856	-5.52%
	Total Operating Expenses	870,414	1,146,663	1,073,405	1,293,785	1,203,394	-90,391	-6.99%

DIVISION EXPENDITURE BUDGET CALCULATION 2015-2016 **DIVISION CODE:**

Code	Description	Amount
10	**PERSONNEL COSTS**	
11	SALARIES & WAGES	
	Airport Manager	62,260
	General Airport Operations Personnel	64,664
	FBO Personnel	64,886
	TOTAL SALARIES & WAGES	191,810
15	FICA	
	$191,810 x 7.65%	14,673
	Unemployment Tax	1,694
	TOTAL FICA & UNEMP TAX	16,367
	TOTAL PERSONNEL COSTS	208,177
20	**OPER. SUPPLIES & MAT.**	
24	VEHICULAR FUEL & LUBE	
	Operations	7,500
	Fixed Base Operator	3,297
	TOTAL VEHICULAR FUEL & LUBE	10,797
29	OTHER OPER. SUPP. & MATERIALS	
	Operations	5,150
	Fixed Base Operator	1,175
	TOT. OTHR. OPER. SUP. & MAT.	6,325
	TOT. OPER. SUPPLIES & MAT.	17,122

Code	Description	Amount
30	**OTHER OPERATING COSTS**	
32	GARBAGE FEES	
	Operations	3,300
	Fixed Base Operator	0
	FIXED GARBAGE FEES	3,300
	FUEL FOR RESALE	
	Fuel for Resale	755,205
	TOTAL FUEL FOR RESALE	755,205
	TOTAL OTHER OPER. COSTS	758,505
40	**UTILITIES & MAINTENANCE**	
41	ELECTRICITY	
	Operations	51,600
	Fixed Base Operator	5,261
	TOTAL ELECTRICITY	56,861
42	NATURAL GAS	
	Operations	5,000
	Fixed Base Operator	1,030
	TOTAL NATURAL GAS	6,030
	MAINTENANCE	
	Other Operations	45,000
	Fixed Base Operator	11,500
	TOTAL MAINTENANCE	56,500
	TOTAL UTILITIES & MAINT.	119,391

Code	Description		Amount
60	**OTHER ADMIN. & OVERHEAD**		
61	INSURANCE		41,490
62	TELEPHONE & TELECOMMUNICATIONS		
	Telephone		
	Operations		4,778
	Fixed Base Operator		5,020
	TOTAL TELEPHONE & TELECOM.		9,798
68	PROFESSIONAL FEES		
	Audit		6,900
	Accountant		10,000
	Attorney		400
	TOTAL PROFESSIONAL FEES		17,300
69	MISCELLANEOUS		
	Fixed Base Operator+NAA:		
	Equipment Rental	480	
	Travel & Education	3,200	
	Credit Card Fees	21,911	
	Miscellaneous	1,000	
	Advertising	2,750	
	Dues/Subs	2,270	
	Total Fixed Base Op + NAA		31,611
	TOTAL MISCELLANEOUS		31,611
	TOT. OTHER ADMIN. & OVHEAD		100,199
	TOT. OPERATING EX		1,203,394

DIVISION EXPENDITURE DETAIL **DIVISION CODE:**

Code	Description	2012-2013 Actual Expenditures	2013-2014 Actual Expenditures	2014-2015 Estimated Expenditures	2014-2015 Budget	2015-2016 Budget	Dollar Increase (Decrease)	Percent Increase (Decrease)
81	Land				0	0	0	0.00%
82	Building & Improvements				0	0	0	0.00%
	F-2 Roof			12,158	12,000	0	-12,000	-100.00%
	Runway Crack Fill	23,922		4,693	16,000	12,000	-4,000	-25.00%
	Access Road			58,546	58,546	0	-58,546	-100.00%
	G-2 Roof	1,000	50,660		0	0	0	0.00%
	D&E Roof Coating		56,977		0	0	0	0.00%
	Restaurant Parking Lot		63,604		0	0	0	0.00%
	New Well	7,803			0	0	0	0.00%
	8 Bay Hangar			29,700	702,809	603,509	-99,300	-14.13%
	Hangar Taxiway			46,841	297,191	367,630	70,439	23.70%
	Elec. Rework				0	35,000	35,000	0.00%
	Total Bldg & Imp	**32,725**	**171,241**	**151,938**	**1,086,546**	**1,018,139**	**-68,407**	**-6.30%**
84	Machinery & Equipment							
	Mower/Snow Blower		21,663		0	0	0	0.00%
	Power Unit	30,510			0	0	0	0.00%
	721 Case Tires	5,668			0	0	0	0.00%
	Courtesy Car	8,725			0	0	0	0.00%
	Elec. Tablets				0	10,000	10,000	0.00%
	Util Tractor			24,500	25,000	25,000	0	0.00%
	Total Mach & Eqpt	**44,903**	**21,663**	**24,500**	**25,000**	**35,000**	**10,000**	**40.00%**
87	Infrastructure							
	Project 18	47,617	7,547	14,782	38,681	23,899	-14,782	-38.22%
	Environment Assessment				100,000	100,000	0	0.00%
	Aeronautical Survey				100,000	100,000	0	0.00%
	Storm Sewer				0	100,000	100,000	0.00%
	Total Infrastructure	**47,617**	**7,547**	**14,782**	**238,681**	**323,899**	**85,218**	**35.70%**
92	Debt Service							
	Bonds	60,000	60,000	55,000	55,000	60,000	5,000	0.00%
	Bank	35,000	25,000					0.00%
	Bank - Hangar Project				0	13,279	13,279	0.00%
	Interest/Fees	11,925	10,250	8,699	8,699	12,618	3,919	45.05%
	NE Dept of Aero				0	22,162	22,162	0.00%
	Total Debt Service	**106,925**	**95,250**	**63,699**	**63,699**	**108,059**	**44,360**	**69.64%**
	Total Expenditures	1,102,584	1,442,364	1,328,324	2,707,711	2,688,491	-19,220	-0.71%
	Ending Balance	215,325	181,943	162,576	171,822	269,141	97,319	56.64%
	Total Funds Accounted For	1,317,909	1,624,307	1,490,900	2,879,533	2,957,632	78,099	2.71%

DIVISION EXPENDITURE BUDGET CALCULATION 2015-2016 **DIVISION CODE:**

Code	Description	Amount
80	**CAPITAL OUTLAY**	
81	LAND	
82	BUILDING & IMPROVEMENTS	
	Runway Crack Filling	12,000
	Hangar	603,509
	Taxiway	367,630
	Elec. Rework	35,000
	TOTAL BLDG. & IMPROV.	1,018,139
84	MACHINERY & EQUIPMENT	
	Elec. Tablets	10,000
	Tractor/Seeder	25,000
	TOTAL MACHINERY & EQUIP	35,000
87	INFRASTRUCTURE	
	Project 18	23,899
	Environment Assessment	100,000
	Aeronautical Survey	100,000
	Storm Sewer	100,000
	TOTAL INFRASTRUCTURE	323,899

Code	Description	Amount
90	**DEBT SERVICE**	
91	PRINCIPAL	
	Bond Principal	60,000
	Bank Hangar Project	10,098
	City of Norfolk - Interlocal Agreement	0
	NE Dept of Aero	22,162
	TOTAL PRINCIPAL	92,260
	INTEREST & FEES	
92	Bank Interest	8,181
	Bond Interest & Fees	7,618
	TOTAL INTEREST & FEES	15,799
	TOTAL DEBT SERVICE	108,059
	GRAND TOTAL	2,688,491
	ENDING CASH	269,141
	TOTAL	2,957,632

Code	Description	Amount

ORDINANCE NO. 5356

AN ORDINANCE OF THE CITY OF NORFOLK, NEBRASKA, GRANTING A FRANCHISE TO PBN, LLC, A NEBRASKA LIMITED LIABILITY COMPANY (REFERRED TO HEREIN AS "GRANTEE" OR "PBN"), TO OPERATE AND MAINTAIN A CABLE TELEVISION SYSTEM IN THE CITY OF NORFOLK; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANTING OF THE FRANCHISE; PROVIDING FOR CITY REGULATION AND USE OF THE CABLE TELEVISION SYSTEM; PROVIDING FOR THE PAYMENT OF FRANCHISE FEES; PROVIDING PENALTY FOR THE VIOLATION OF THE ORDINANCE PROVISIONS; PROVIDING A REPEALER 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:

Section 1. Definitions:

A. Annual Gross Revenue: All revenue actually received directly or indirectly by the Grantee from or in connection with the operation of the Cable Television System franchised pursuant to this Ordinance, including, but not limited to, revenue from all service fees including user fees, regular subscriber service fees, installation and reconnection fees, leased channel fees, converter and other equipment rentals, advertising revenues, home shopping revenues, internet revenues via cable modems, data transmission revenues, and distance learning revenues. Advertising revenues, home shopping revenues, and other revenues which cannot be directly attributable to operation within the City shall be determined by apportioning the total of those revenues among those governmental franchising units entitled to a portion of those revenues based on each franchise's percentage of the subscribers.in all such franchise units. Annual Gross Revenue shall not include any taxes imposed directly upon any subscriber or user by a State, local or other governmental unit and collected by such Grantee on behalf of such governmental unit.

B. Auxiliary Cable Service: The transmission of any information over the System including, but not limited to, internet service via cable modems, data transmission, or distance learning applications.

C. Basic Service: Any service tier which includes the retransmission of local broadcast signals.

D. Cable Act: The Cable Communications Policy Act of 1984 (PL. 98-549), the Cable Television Consumer Protection and Competition Act of 1992 (P.IL 102-385), the Telecommunications Act of 1996 (P.L. 104-104), and any amendments thereto.

E. PBN Cities: The Cities to be determined as provided for in section 19B of this ordinance.

F. Cable Television System or System: A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Core Cable Service or Auxiliary Cable Service which includes video programming and which is provided to multiple subscribers within the City, but such term does not include (i) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (ii) a facility that serves only subscribers in one or more multiple unit dwellings under common ownership, control, or management, unless such facility or facilities uses any Public Way; (iii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title H of the Communications Act of 1934, except that such facility shall be considered a cable television system (other than for purposes of Section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to subscribers; or (iv) any facilities of any electric utility used solely for operating its electric utility systems.

G. Core Cable Service: The one-way transmission to subscribers of video programming or other programming, and the subscriber interaction, if any, which is required for the selection or utilization of such programming.

H. City; The City of Norfolk, Nebraska, or its City Council as herein defined.

I. Council: The City Council of the City of Norfolk.

J. Grantee: PBN, LLC, a Nebraska limited liability company, its successors and assigns.

K. Person: Any individual, firm, partnership, domestic or foreign corporation, association, joint venture or other legally recognized entity or organization.

L. Public Ways: The surface, the air space above the surface, and the area below the surface of any public street, highway, lane, path, alley, sidewalk, boulevard, drive, bridge, conduit, tunnel, park, parkway, waterway, utility easement or other public right-of-way now or hereafter held by the City.

M. Subscriber: Any person who legally receives, or has legally contracted for the right to receive, Cable Service and does not further distribute such Core or Auxiliary Cable Service.

Section 2. Grant of Nonexclusive Authority: There is hereby granted by the City to the Grantee the right, privilege and franchise to erect, construct, operate and maintain in, upon, along, across, above, over and under the Public Ways now laid out or dedicated and all such extensions and additions thereto in the City poles, wires, cables, underground conduits, manholes, and other television conductors and fixtures necessary for the maintenance and operation of a Cable Television System on the terms and conditions hereinafter set forth. The City expressly reserves the right to grant a similar use of said Public Ways to any person at any time during the period of this Franchise. The City also expressly reserves the right to grant additional cable television franchises to other Persons.

Section 3. Duration of Franchise: The Franchise and the rights, privileges, obligations and authority hereby granted shall continue in force and effect from the date of the Grantee's acceptance hereof through July 1, 2026 subject, however, to the rights of the City to terminate said franchise as provided herein.

Section 4. Franchise Fees: The Grantee shall pay to the City a franchise fee in an amount equal to five (5) percent of the Grantee's Annual Gross Revenues from all sources attributable to the cable television operations of the Grantee within the city under this Franchise. The Franchise Fee due to City for any Auxiliary Cable Service shall not exceed the Franchise Fee imposed on any other service provider utilizing the City right of way and if pursuant to any franchise agreement with City, a provider of Auxiliary Cable Service pays a Franchise Fee to City of less than five percent (5%), that lesser amount shall be the Franchise Fee paid to City for the Auxiliary Cable Service pursuant to this Franchise. All funds received pursuant to this Section shall be deposited into the general fund of the City. Such payment shall not be construed as payment in lieu of personal or real property taxes levied by the City, state or county. The payment due the City under the provisions of this Section shall be computed and due quarterly and shall be paid not more than sixty (60) days after the end of each calendar quarter at the office of the City Treasurer. The City shall be furnished with a revenue statement identifying the sources and amounts of revenue, and, certified as correct by an officer of the Grantee or its designee, and reflecting the total amounts of Gross Revenues for the period covered by the payment. No acceptance of any payment by the City shall be construed as a release or as an

accord and satisfaction of any claim the City may have for further or additional sums payable as a franchise fee under this Ordinance. The City shall be furnished an annual audit, performed by an independent certified public accountant, within six (6) months after the end of the subject calendar year, reflecting the total amounts of annual Gross Revenues.

Section 5. Territorial Area Involved: This Franchise covers the present territorial limits of the City and any area hereafter annexed thereto during the term of this Franchise. The Grantee will provide Core and Auxiliary Cable Service to those areas of the City and areas annexed to the City after the date of this Franchise in which Grantee has facilities available to provide such Services.

Grantee, as a competitive entrant to the Norfolk market, shall to the extent commercially reasonable build out its system as expeditiously as possible.

Section 6. Liability and Indemnification:

A. Except for incidents of the City's actual negligence, the Grantee agrees to hold harmless and indemnify the City from any and all liability arising out of the alleged negligence or misconduct of the Grantee, its representatives, agents, employees or subcontractors in the installation, operation or maintenance of the Cable Television System.

B. Except for incidents of the City's actual negligence, the Grantee shall pay and by its acceptance of this Franchise the Grantee specifically agrees that it will pay all damages and penalties which the City may legally be required to pay as a result of the Grantee's negligence or misconduct in the installation, operation or maintenance of the Cable Television System. These damages or penalties shall include, but shall not be limited to, damages arising out of the Grantee's negligence or misconduct in the installation, operation, or maintenance of the Cable Television System authorized herein, whether or not any act or omission complained of is authorized, allowed, or prohibited by this Franchise.

C. The Grantee shall pay and by its acceptance of this Franchise specifically agrees that it will pay all expenses incurred by the City in defending itself or its representatives, agents, employees or subcontractors with regard to all damages and penalties mentioned in subsections A and B above. These expenses shall include all out-of-pocket expenses, such as reasonable attorney fees, and shall also include the reasonable value of any services rendered by the City Attorney or his or her assistants or any employees of the City, provided, however, that the Grantee shalt have the sole right to defend any such action at its own expense.

D. The Grantee shall maintain liability insurance at all times during the existence of this Franchise by acquiring a specific liability policy for this Franchise or by endorsement to a policy to provide separate limits including Products and Completed operations in an amount not less than $6 million, per occurrence, $6 million aggregate. The specific liability policy or the endorsement to the policy to provide separate limits shall not be required to extend exclusively to City but, rather, the requirement created by this paragraph may be met if the specific liability policy or the endorsement provided for herein includes all PBN Cities. The Grantee agrees at all times during the existence of this Franchise to have in force automobile liability insurance in an amount of $1 million per accident. The Grantee further agrees to require any agent or subcontractor to provide the same insurance required of PBN when engaged in any activity related to the installation, operation or maintenance of the Cable Television System. In the event PBN is unable to obtain subcontractors or agents having the required insurance, the parties agree to reconsider this requirement. In addition, the Grantee shall carry workers compensation insurance as required by the State of Nebraska statutes. The Grantee shall provide the City annually with a certificate of insurance showing proof of insurance and naming the City as an additional insured on all coverage except auto and workers compensation. In the event the Franchise extends for an additional period of five (5) years as provided for in Section 21D, then the amount of insurance required by this paragraph shall increase for the next (5) years by an amount equal to the cumulative increase since the enactment of this Ordinance or since the last extension of the Franchise, whichever is later, in the "consumer price index for all urban consumers: all items, not seasonally adjusted" (CPIAUCNS). Any increase resulting from this subparagraph may be waived by the City at its sole discretion. It is also agreed that any insurance required by the formula set forth in this subparagraph shall be capped at an amount that does not exceed the recovery limitation in place pursuant to the Political Subdivisions Tort Claims Act then in effect at the time of the extension of the Franchise for any additional five (5) year period.

The Grantee shall provide the City with cancellation notice at least thirty (30) days prior to any discontinuance of coverage.

E. This insurance policy including renewal thereof, obtained by the Grantee in compliance with this Section must be with an Insurer with a best rating of no less than "A" and certificate of such insurance policy, including renewals thereof; shall be filed and maintained with the City Clerk during the term of this Franchise,

Section 7: Rates: The Grantee shall have the right to establish different classifications of service for both residential and commercial subscribers and shall be free to adopt rate schedules applicable to subscribers within each classification.

Section 8: Local Access and Studio:

A. The Grantee shall dedicate the following public access channels:

(1) One channel for access and use by Northeast Community College.

(2) One channel for local access to include use by governmental agencies or departments, other organizations, individuals and public and parochial schools on a first-come, first-served, nondiscriminatory basis. This channel will be shared by all PBN Cities. In the event that the dedicated channels are programmed with original, non-duplicated programming more than seventy-five (75) percent of the hours between 5 A.M. and 1 A.M. each day, the Grantee will consider provision of additional public access channels as needed.

B. The Grantee shall provide a studio in Norfolk for local programming. Grantee shall expend such funds as necessary to maintain and operate such studio for local origination programming and provide without charge such technical assistance to governmental, educational, religious, and community groups as is necessary to assist and cooperate with their production needs.

Section 9. Channel Capacity and Service: The Grantee shall maintain a subscriber network and a head-end facility having at least 550 MHz capacity, reverse spectrum capacity of 5-30 MHz and at least seventy (70) downstream channels and two-way capability.

Section 10. Categories of Programming: The Grantee shall provide, at minimum the following service: (a) signals of television stations pursuant to the then-current regulations and requirements of the Federal Communications Commission; (b) commercial access as required by the Cable Act; and (c) other broad categories of the programming as available, including services such as sports, news, religion, children, ethnic, art/cultural and education.

Section 11. Technical Standards: The Grantee shall at all times comply with the following technical standards:

- All current FCC Technical Standards;
  National Electrical Safety Code National Bureau of Standards); and
- National Electrical Code (National Bureau of Fire Underwriters).

- Any technical standards imposed by any federal law or regulation.

Section 12. Regulatory Authority: The City shall have continuing regulatory jurisdiction and supervision over the operation of any Franchise granted hereunder and may from time to time adopt such reasonable rules and regulations as the City may deem necessary for the conduct of the business contemplated thereunder, provided that such rules and regulations do not materially alter this Ordinance or impair, conflict with or diminish the rights of the Grantee hereunder and are consistent with Federal statutes, rules and regulations.

Section 13. Customer Service:

A. The Grantee shall comply with the customer service provisions of this Section. The City may, however, upon thirty (30) days prior written notice to Grantee, enforce the FCC's customer service standards specified in 47CFR 76.309 as amended.

B. The Grantee shall maintain an office in Norfolk which shall be open during all usual business hours, have a publicly listed toll-free telephone number and be so operated that complaints and requests for repair and adjustments may be received on a twenty four (24) hour basis.

C. The Grantee shall maintain a repair force capable of responding to subscriber complaints or requests for repair service within twenty-four (24) hours after receipt of such complaint or request.

D. The Grantee shall at all times during the term of this Franchise establish and maintain procedures for receiving, acting upon and -revolving subscriber complaints to the satisfaction of the Council. The Grantee shall furnish a copy of such procedure to each subscriber at the time of initial subscription to the System.

E. The Grantee shall maintain a record or "log", listing date and time of customer complaints, identifying the subscriber and describing the nature of the complaints and when and what action was taken by the Grantee in response thereto; such record shall be kept at Grantee's Norfolk office, reflecting the operations to date for a period of at least three (3) years, and shall be available for inspection during regular business hours without further notice or demand by the City.

F. When there have been similar complaints made or where there exists other evidence: which, in the judgment of the Council casts doubt on the reliability or quality of Core and Auxiliary Cable Service, the Council shall have the right and authority to compel the Grantee to

test, analyze and report on the performance of the Cable Television System. Such test or tests shall be made, and the reports of such test or tests shall be delivered to the City no later than fourteen (14) days after the City formally notifies the Grantee. Such report shall include the following information:

(1) The nature of the complaint which precipitated the special tests.

(2) What system component was tested.

(5) The equipment used and procedures employed in said testing.

(4) The method in which such complaints were recorded. Any other information pertinent to the special test shall be recorded.

Said tests and analysis shall be supervised by a professionally qualified cable television engineer approved by the City and paid by the Grantee. The aforesaid engineer shall sign all records of special tests and forward to the City such records with a report interpreting the results of the tests and recommending actions to be taken by the City.

The City's right under this provision shall be limited to requiring tests, analysis, and reports covering specific subjects and characteristics based on said complaints or other evidence when and under such circumstances as the City has reasonable grounds to believe that the complaints or other evidence require that tests be performed to protect the public against substandard cable technical performance.

Section 14. Billing Credit for Service Outages: A subscriber reporting a service outage on all channels of 24 hours or longer duration shall he given a billing credit in an amount equal to the value of one full day of services received by that subscriber.

Section 15. Subscribers' Antennas: Grantee is expressly prohibited from requiring the removal or from offering to remove or to provide any inducements for removal of any potential or existing subscribers' antenna as a condition for provision of service by the Grantee.

Section 16. Use of Public Property & Conditions For Use:

A. The Grantee shall give the City notice of proposed construction in Public Ways at least ten (10) days prior to such construction so as to coordinate all work between the City and Grantee.

B. The Grantee shall not open or disturb the surface of the Public Way for any purpose without first having obtained a permit to do so in a manner provided by City ordinance.

C The Grantee shall, at its expense, protect, support, temporarily disconnect, relocate in the same street or other public place, or remove from the street or other public place, any property of the Grantee when required by the City by reason of traffic. conditions, public safety, street vacation, street construction, change of establishment of street grade, installation of sewer, drains, water pipes, City owned power or signal lights, and tracks or any other type of structure or improvement by public agency.

D. The Grantee's use of existing poles or conduits belonging to the City, or the erection or construction of new poles or conduits shall be governed by a separate Pole Use Agreement with the appropriate utility.

E. All wires, conduits, cables and other property and facilities of the Grantee shall be so located, constructed, installed and maintained as not to endanger or unnecessarily interfere with the usual and customary trade, traffic and travel upon the streets or public places of the City. The Grantee shall keep accurate maps and records of all its facilities and furnish copies of such maps and records of all its facilities as requested by the City. Grantee shall not place poles or other equipment where they will interfere with the rights or reasonable convenience of adjoining property owners, or with any gas, electric, or telephone fixtures, or with any water hydrants or mains. All poles or other fixtures placed in a street shall be placed in the right-of-way between the roadway and the property, as specified by the City.

F. All wires, cables, amplifiers, and other property of the Grantee shall be constructed and installed in an orderly and workman-like manner. All cables and wires shall be installed parallel with existing telephone and electric wires whenever possible. Multiple cable configurations shall he arranged in parallel and bundled, with due respect for engineering and safety consideration. All installations shall be underground in those areas of the City where public utilities providing both telephone and electric service are underground. In areas where either telephone or electric utility facilities are above ground at the time of installation, the Grantee may install its service above ground with the understanding that at such time as those facilities are required to be placed underground by the City, the Grantee shall likewise place its service underground under the same terms and conditions as utilities serving the City.

G. The City shall give the Grantee reasonable notice of plans for street improvement where paving or resurfacing of a permanent nature is involved, The notice shall give the Grantee sufficient time to make any additions, alterations, or repairs to its facilities as it deems necessary

in advance of the actual commencement of the work, so as to permit the Grantee to maintain continuity of service.

H. Requests for removal or change. The Grantee shall, on the request of any person holding a building moving permit, temporarily raise or lower its wires to permit the moving of said building. The expense of such temporary removal, raising or lowering of wires shall be paid by the person requesting the same, and the Grantee shall have the authority to require such payment in advance. The Grantee shall be given at least five (5) working days advance notice of removal or change.

I. Authority to trim trees. The Grantee shall have the authority to trim trees overhanging upon Public Ways of the City so as to prevent the branches of such trees from coining in contact with the wires and cables of the Grantee. All trimming is to be done at the expense of the Grantee. The Grantee shall make every effort to preserve the aesthetic beauty and viability of any trees trimmed. The Grantee may contract for such services; however, any firm or individual so retained shall receive City approval prior to commencing such activity.

J. Free connections for public buildings. Grantee shall provide one free drop at the following public buildings:

(1) Northeast Community College.

(2) City Council chambers.

(3) All City police and fire facilities.

(4) City library.

(5) Local Hospital.

(6) Art center.

(7) Any other public building as may be mutually agreed upon by the City and Grantee.

If more than one drop is required per facility the charge for such drop shall be based on the Grantee's cost of time and materials. No monthly charges shall be made for providing extended basic subscriber services to the buildings above listed provided such services shall not be resold.

K. At the expiration of the Franchise term, or upon its termination as provided for herein, the City shall have the right to require the Grantee to remove at its own expense within a

reasonable time all aerial portions of the Cable Television System from all Public Ways within the City.

Section 17. Construction Standards: Grantee shall in all respects comply with the provisions of the National Electric Safety Code; the National Electric Code including the latest additions thereto and further comply with all applicable City and federal and state ordinances, laws, rules and regulations. All of the Grantee's plant and equipment, including, but not limited to, the antenna site, head-end and distribution system, towers, house connections, structures, poles, wire, cable, coaxial cable, fiber optic cable, fixtures and .appurtenances shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices, performed by experienced maintenance and construction personnel so as not to endanger or interfere with the safety of any persons or property, or to interfere with improvements the municipality may deem proper to make, or to interfere in any unreasonable manner with the, rights of any property owner, or to unnecessarily hinder or obstruct pedestrian or vehicular traffic on municipal properties.

Section 18. Emergency override: The Cable Television System shall include an "Emergency Alert" capability which will permit City's 911 designee to make a call to activate the Emergency Alert system which system shall be operated in compliance with any guidelines established by the Federal Communications Commission.

Section 19. Transfers, Assignments and Additional Cities.

A. The. Grantee shall not be permitted to sell, lease, sublease, transfer or otherwise change either ownership or working control of the Franchise herein granted without the prior written consent of the City. Such consent shall not be unreasonably withheld. Nothing provided herein shall require the City's consent the event of a transfer or assignment to a parent, affiliate or subsidiary of the Grantee.

B. Any additional cities added to PBN's system served out of a head-end facility serving one or more PBN Cities shall be provided the option of adopting an ordinance similar to this Ordinance in order to provide for standardization of service and regulation.

Section 20. Franchise Modification:

To the extent applicable, Section 545 of the Cable Act shall govern the procedures and standards for modification of this Ordinance. To the extent Section 545 of the Cable Act is

repealed, modified or is otherwise not applicable, or whenever the parties agree, this Ordinance may be modified, to the extent permitted by applicable law, according to the following standards.

(1) The City will not unreasonably withhold agreement to amend this Ordinance, upon application of the Grantee, when necessary to enable the Grantee to meet competition, improve operating efficiency, reduce operating costs, or to take advantage of technological advancements that will afford it an opportunity to more effectively, efficiently or economically serve its Subscribers. Factors which may he considered in connection therewith include, but are not limited to, whether the proposed change, amendment, modification, deletion, addition, or the like will reduce or impair the level or quality of service to any Subscriber or any potential future Subscriber.

(2) Further, the City may to the extent allowed by Federal law, on its own motion and after notice and hearing, by agreement duly adopted, without the consent of the Grantee, modify or revise the terms of this Ordinance when necessary solely to protect the public health, safety or welfare; provided, however, that no such modification or revision shall effectively terminate the Franchise nor impair, conflict with or diminish the rights of the Grantee as provided herein.

Section 21. Franchise Review:

A. On or about each fifth year anniversary of the effective date of the grant of this Franchise, the City shall review and evaluate the performance of the Grantee during the preceding five-year period. Such review may be conducted by the City Council or its designee. The results of such review shall be made public at a regular meeting of the City Council.

B. Factors which shall be considered during such review shall include whether:

(1) Grantee has substantially complied with the material terms of the existing Franchise and with applicable law; and

(2) The quality of Core Cable Services and Auxiliary Cable Service as defined in Section 1B of this document, including, but not limited to, signal quality, response to consumer complaints, and billing practices, has been reasonable in light of community needs; and

(3) Grantee continues to have the financial, legal and technical ability to provide the services, facilities and equipment to operate its cable system as proposed to the City; and

(4) Grantee's plans for future operations are reasonable to meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests.

C. In any and all proceedings, the Grantee shall be afforded a fair opportunity for full participation, including the right to introduce evidence, the right to require the production of evidence, and to question witnesses.

D. Should the City determine that the Grantee is deficient in any area listed in paragraph B above, the City and the Grantee shall enter into negotiations aimed at curing such deficiency. Should the City determine that the Grantee's performance in all the above areas is satisfactory, then the City shall extend the term of the Grantee's franchise for a period of five years beyond its then-current expiration date.

E. The review required by this section may be conducted collectively by whichever PBN Cities agree to do so.

Section 22. Franchise Renewal: Any renewal shall be in accordance with the renewal provisions of Section 626 of the Cable Act. To the extent Section 626 of the Cable Act is no longer applicable to franchise renewals, the City and the Grantee shall conduct the franchise renewal process pursuant to the terms and provisions of Section 626 of the Cable Act as it existed on the effective date of this Franchise.

Section 23. Franchise Revocation:

A. The City shall have the right to revoke the Franchise and all rights and privileges pertaining thereto, in the event that the Grantee:

(1) Violates any material provision of this ordinance;

(2) Practices any fraud or deceit upon the City;

(3) Fails to commence or to complete any construction required by this Ordinance;

(4) Performs any act which requires the approval or consent of the City without first obtaining such approval or consent.

(5) Has any lapse, interruption, cancellation or the like of any insurance required in this Ordinance lasting longer than Thirty (30) days.

(6) Fails to reasonably cure any deficiency in any area fisted in Section 2133 of this Ordinance.

B. In the event the City believes the grounds for revocation exist as specified above, the City shall notify the Grantee, in writing of the alleged grounds. If, within thirty (30) days following the receipt of such written notification or such extended time period as the City may specify, the Grantee has not furnished evidence satisfactory to the City that:

(1) the grounds for revocation have been eliminated; or

(2) that the Grantee has demonstrated to City that the problem cannot reasonably be eliminated in thirty (30) days and all reasonable and proper steps have been promptly taken to commence to eliminate the problem and such problem will he eliminated as promptly as possible in as short a times as reasonable under the circumstances; or

(3) that the grounds did not exist:

the City may call and give notice of a hearing to consider revocation of the franchise. If the City, following such hearing, providing the Grantee with due process, shall find that grounds for revocation exist, it may, thereupon, revoke the Franchise, by ordinance duly adopted.

C. The Grantee may appeal any revocations to a court or Commission of competent jurisdiction.

Section 24. Privacy: The Grantee shall comply with the privacy provisions of the Cable Act.

Section 25. Sale of Cable System: If any time during the franchise term the Grantee decides to offer the Cable System for sale, it will first provide notice to the City of Grantee's asking price, terms and conditions for the sale of the Cable System. The City shall have thirty (30) days from its receipt of such notice from Grantee in which to make a formal offer to the Grantee should it wish to acquire the Cable System. If the City declines to make an offer, fails to make an offer within the time frame set forth above, or if the City's offer fails to meet the price, terms and conditions stated by Grantee in its notice or is otherwise unacceptable to the Grantee, the Grantee shall be free to sell the Cable System to another party without restriction, on more or less favorable terms to Grantee and without any requirement to hold further discussions with the City. The foregoing shall not apply if the Grantee offers to sell multiple cable systems or other properties, including the Cable System, as a package, or if the Grantee receives an unsolicited offer from and enters into negotiations with or a sale to a prospective purchaser.

Section 26 Force Majeure: Whenever a period of time is provided for in this Ordinance for either the City or the Grantee to do or perform any act or obligation, neither party

shall be liable for any delays due to causes beyond the control of such party, such unavoidable delays in the issuance of required governmental and utility company permits, licenses, authorizations and approvals; delays caused by utility company work required to be completed prior to Grantee's work; war; riot; insurrection; rebellion; strike; lockout; unavoidable casualty or damage to personnel, materials or equipment; fire; flood; storm; earthquake; tornado; orders of a court of competent jurisdiction; or any Act of God, and upon the occurrence of any such event, said time period shall he extended for the amount of time said party is so delayed.

Section 27. Discrimination: The Grantee shall not deny service or otherwise discriminate against Subscribers, channel users, or citizens on the basis of race, color, religion, national origin or sex and shall strictly adhere to the equal employment opportunity requirements of the State of Nebraska and the federal government and shall at all times comply with all other applicable federal, state and City laws and all executive and administrative orders relating to nondiscrimination.

Section 28. Separability: If any section, subsection, sentence, clause, phrase, or portion of this Franchise shall for any reason he held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 29: All ordinances or portions of ordinances in conflict with provisions of this Ordinance are hereby repealed.

Section 30: This Ordinance shall be published in pamphlet form as provided by the statutes of the State of Nebraska, and shall be is full force and effect from and after its passage, acceptance and publication as provided by law.

PASSED AND APPROVED this _____ day of _____, 2015.

ATTEST: _____
Sue Fuchtman, Mayor

_____
Elizabeth A. Deck, City Clerk

Approved as to form: _____
Clint Schukei, City Attorney

ACCEPTANCE

Comes now PBN, LLC, a Nebraska Limited Liability Company, Grantee in the above Ordinance, and hereby accepts the foregoing grant of franchise and hereby agrees to be bound by the terms thereof.

Dated this _____ day of _____, 2015.

PBN, LLC,
A NEBRASKA LIMITED LIABILITY COMPANY

ATTEST

By: _____

_____ Title: _____

BEFORE THE CITY COUNCIL OF THE CITY OF NORFOLK

In the Matter of the Application of PBN, LLC of Pierce, Nebraska, for Grant of A Franchise to Provide Cable Television Services within the Corporate Limits of The City of Norfolk, Nebraska.	)))))	Matter No. _____

APPLICATION FOR CABLE TELEVISION FRANCHISE AUTHORITY PURSUANT TO 47 C.F.R. § 76.41

PBN, LLC, a Nebraska limited liability company ("Applicant"), hereby submits this Application to the City Council of the City of Norfolk (the "City") and respectfully requests the grant of a cable television ("CATV") franchise to provide multichannel video and CATV service within the corporate limits of the City. This Application is made pursuant to 47 C.F.R. § 76.41 promulgated by the Federal Communications Commission ("FCC") in connection with the FCC's *First Report and Order*[1] which was confirmed by the FCC's *Second Report and Order*[2] and was recently further confirmed in the FCC's *Order on Reconsideration.*[3]

In support of this Application, the Applicant states as follows in accordance with the requirements of 47 C.F.R. § 76.41(b):

1. The Applicant's name is PBN, LLC.

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[1] *Implementation of Section 621(a)(1) of the Cable Communications Policy Act of 1984 as amended by the Cable Television Consumer Protection and Competition Act of 1992,* Report and Order and Further Notice of Proposed Rule Making, 22 FCC Rcd 5101 (2006) (*"First Report and Order"*), *pet. for review denied, Alliance of Community Media v. FCC,* 529 F.3d 763 (6th Cir. 2008), *cert. denied,* 557 U.S. 904 (2009).

[2] *Implementation of Section 621(a)(1) of the Cable Communications Policy Act of 1984 as amended by the Cable Television Consumer Protection and Competition Act of 1992,* Second Report and Order, 22 FCC Rcd 19633 (2007 (*"Second Report and Order"*).

[3] *Implementation of Section 621(a)(1) of the Cable Communications Policy Act of 1984 as amended by the Cable Television Consumer Protection and Competition Act of 1992,* Order on Reconsideration, 2015 WL 301237 (Jan. 20, 2015) (*"Order on Reconsideration"*) (the Final Rules published Mar. 6, 2015 in 80 FR 12088-01 to become effective April 6, 2015).

2. The name of Applicant's sole member is Pierce Telecommunications, Incorporated, a Nebraska corporation ("PTI"), and management of the Applicant is conducted by PTI, the officers and directors of which are William E. Fogle, President, Secretary, Treasurer and Director; William WB. Fogle, Vice President and Director; and Jane Fogle, Director.

3. The Applicant's business address is 112 South 5th Street, PO Box 113, Pierce, Nebraska 68767.

4. The name and contact information of Applicant's designated contact person is Klint Arnold, 112 South 5th Street, PO Box 113, Pierce, Nebraska 68767, tel. no. 402-329-6225, fax. no. 402-329-4006 and email karnold@piercetelephone.com .

5. Applicant proposes to provide multichannel video and CATV service within the corporate limits of the City.

6. Applicant proposes to provide PEG channel capacity and capital support consisting of: (a) One channel for access and use by Northeast Community College; (b) One channel for local access to include use by governmental agencies or departments, other organizations, individuals and public and parochial schools on a first-come, first-served, nondiscriminatory basis (this channel to be shared by all communities to be served by Applicant). In the event that the dedicated channels are programmed with original, non-duplicated programming more than 75% of the hours between 5:00 a.m. and 1:00 a.m. each day, Applicant will consider provision of additional public access channels as needed.

7. Applicant proposes that the City grants a franchise to Applicant for a term of ten (10) years.

8. Applicant holds existing authorization to access public rights-of-way within the City by virtue of Applicant's receipt of a certificate of public convenience and necessity from the Nebraska Public Service Commission to operate as a competitive local exchange carrier within the State of Nebraska, and the consequent rights provided to Applicant as a common carrier pursuant to *Neb. Rev. Stat.* §§ 86-701 through 86-710 and specifically § 86-704.

9. The Applicant proposes to pay to the City as a franchise fee the sum of five percent (5%) of "annual gross revenue" as such terms are defined in City Ordinance No. 4538.

10. Based upon Applicant's inquiries to City officials, no additional information is required of Applicant pursuant to City laws or ordinances, and the terms of *Neb. Rev. Stat.* §§ 18-2201 through 18-2206 which authorize municipalities to regulate the provision of CATV service within their corporate limits, do not specify additional information that shall be included in an application before a municipality for a CATV franchise.

Applicant requests that after due notice and hearing if required and not later than ninety (90) days following the filing of this Application, as required by 47 C.F.R. § 76.41(d), that the City grants this Application and issues to Applicant a franchise to conduct a multichannel video and CATV service business within the corporate boundaries of the City.

Dated: May ___, 2015.

Respectfully submitted,

PBN, LLC

By: Paul M. Schudel (CKE)

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Its Attorney

VERIFICATION

STATE OF NEBRASKA)
)
COUNTY OF LANCASTER)

Klint Arnold, being first duly sworn, on oath deposes and says that he is the General Manager of the Applicant; has read the above and foregoing Application; knows the contents thereof and states that the matters and facts therein contained are true, as he verily believes.

Klint Arnold, General Manager

Subscribed and sworn to before me this 18th day of May, 2015.

GENERAL NOTARY - State of Nebraska
KATHY EIDENMILLER
My Comm. Exp. September 20, 2017

Kathy Eidenmiller
Notary Public

ORDINANCE NO. 5357

AN ORDINANCE OF THE CITY OF NORFOLK, NEBRASKA TO AMEND SECTION 6-107 OF THE OFFICIAL CITY CODE TO INCLUDE A DEFINITION FOR PACKAGED TERMINAL AIR CONDITIONER (PTAC); 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 NORFOLK, NEBRASKA:

Section 1. That Section 6-107 of the Official City Code be and the same is hereby amended to read as follows:

Sec. 6-107. Additions, insertions and changes.

The following sections of the mechanical code adopted in section 6-106 are hereby revised as follows:

Section 101.1: Insert: The City of Norfolk, Nebraska.

Section 106.5.1: Delete this section in its entirety.

Section 106.5.2: Insert the Mechanical Permit Fees set forth in Section 2-5 of the Norfolk City Code.

Section 106.5.3: Amend to read as follows:

Fee Refunds. The building official is authorized to establish a refund policy.

Section 108.4: Amend to read as follows:

Violation penalties. Any person who shall violate a provision of this code or shall fail to comply with any of the requirements hereof or who shall erect, install, alter or repair mechanical systems in violation of the approved construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be guilty of an offense, punishable by a fine of not more than five hundred dollars ($500.00). Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 108.5: Amend to read as follows:

Stop work orders. Upon notice from the code official, work on any mechanical system that is being done contrary to the provisions of this code or in a dangerous or unsafe manner shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner's agent, or to the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for a fine of not more than five hundred dollars ($500.00).

Sections 109.2 through 109.7: Delete these sections in their entirety.

Section 202: Add definition:

PACKAGED TERMINAL AIR CONDITIONER (PTAC). A type of self-contained heating and air conditioning system unit commonly found in hotels, motels, senior housing facilities, hospitals, condominiums, apartments, add-on rooms, and sun rooms.

Section 507.2.1.1: Delete this section in its entirety.

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 _____, 2015.

ATTEST: _____
Sue Fuchtman, Mayor

_____
Elizabeth A. Deck, City Clerk

Approved as to form: _____
Clint Schukei, City Attorney